

# ***Government Information (Public Access) Act 2009***

## **Explanatory Table**

### **Pitt Street Integrated Station Development**

### **Over Station Development Project Delivery Agreement (South OSD)**

### **Contract Number: 506**

Sydney Metro notes that Schedule F1 (electronic files) contains a large number of files and therefore these documents have not been made available on Sydney Metro's contracts register. Sydney Metro has determined to make such information available by inspection at its offices subject to any overriding public interest against disclosure. Please contact Sam Field (Sam.Field@transport.nsw.gov.au) to arrange a time to inspect.

Capitalised terms in this table have the meanings given to them in the Pitt Street Integrated Station Development Over Station Development Project Delivery Agreement (South OSD) (**OSD PDA**), unless the context indicates otherwise.

In preparing this explanatory table, the Principal has:

- (a) identified the reason(s) under the *Government Information (Public Access) Act 2009* (NSW) (**GIPA Act**) for each redaction; and
- (b) weighed each redaction against the following key public interest considerations for disclosure:
  - (i) promoting open discussion of public affairs, enhancing government accountability or contributing to positive and informed debate on issues of public importance;
  - (ii) creating public awareness and understanding on issues of public importance;
  - (iii) enhancing government transparency and accountability;
  - (iv) informing the public about the operations of the agency;
  - (v) ensuring effective oversight of the expenditure of public funds and the best use of public resources; and
  - (vi) ensuring fair commercial competition within the economy.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
<b>GENERAL CONDITIONS</b>				
1.	Contents page	The information redacted are defined terms and clauses which have been redacted entirely in the general conditions.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA, and therefore the level of risk that the PS Developer was willing to accept to perform the OSD Works; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
2.	Clause 1.3(b)(ii)(D), 'Order of Precedence'	The information redacted is a defined term.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
3.	Clause 1.8(b), 'Principal's rights do not affect risk allocation'	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA, particularly with respect to OSD Design Documentation; and</p> <p>b) revealing the information would place the parties at a</p>

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			<p>could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
4.	Clause 1.11	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the formula which will be applied to determine the increase on certain thresholds arising from certain events;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
5.	Clause 2.2 'Design and construction of OSD Works'	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to specific design and construct obligations and parameters under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
6.	Clause 3.2	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain funding arrangements under the OSD PDA; and</li> </ul>

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			<p>cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
7.	Clause 3.3	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c)</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA, and therefore the level of risk that the PS Developer was willing to accept to perform the OSD Works; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and</p>

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			<p><i>and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
8.	Clause 3.4(d), (e) and (f), 'Legal opinion'	The information redacted is part of the clause.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain due diligence requirements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
9.	Clause 3.5	The redacted information is the entire subclause	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain security arrangements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
10.	Clauses 4.4(a)(i) and 4.4(b), 'OSD Design Documentation'	The information redacted is part of the clause and a defined term	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information</li> </ul>

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				would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.  <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
11.	Clause 4.5(b), 'Certification of OSD Design Documentation'	The information redacted is a defined term.	<i>Section 32(1)(d), item 1(f) of the table in section 14</i> The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  <i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.  <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
12.	Clause 4.8(d)	The information redacted is the entire subclause.	<i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) the redacted information sets out the scope and process under the OSD PDA for the PS Developer to amend certain

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			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>design documentation;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
13.	Clause 4.10, 'Warranties'	The information redacted is a defined term.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business,</p>

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			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
14.	Clause 4.11, 'Approved Tender Design Elements'	The information redacted is the entire clause.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
15.	Clause 4.12	The information redacted is the entire clause.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> </ul>

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			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
16.	Clause 5.2(i) and (j), 'Commencement of Construction'	The information is part of the clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information reveals the required financial capacity for the parties before work on a Construction Site can commence;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as</p>

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			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	events and circumstances change.
17.	Clause 5.4(c) and (d), 'Utility Services'	The information redacted is a defined term.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
18.	Clause 6.3(b)(i)(B), 'Principal Contractor'	The information redacted is part of the clause.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD</p>

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			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
19.	Clause 6.6	The information redacted is part of the clause.–	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the parameters of rail safety within the Project;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in respect of rail safety; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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20.	Clause 6.9(b), 'Sustainability requirements'	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
21.	Clause 7.4A(b) and (c), 'Principal's obligations after Original Concept SSD Consent granted'	The information redacted is the entire subclause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
22.	Clause 7.5	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the circumstances when the PS Developer is entitled to claim an extension of time and Delay Costs;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain appeal events under the OSD PDA; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
23.	Clause 7.7	The information redacted is the entire clause.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the scope for amending certain environmental requirements;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
24.	Clause 8.3(d)(ii), 'PS Developer's Representative'	The information redacted is part of the clause.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
25.	Clause 8.5A(c), 'Replacement of Executive Negotiators'	The information redacted is part of the clause.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
26.	Clause 8.6(b), 'Approved Engineer and	The information redacted is the dollar amount.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule</i>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Retail Surveyor'		<p>4</p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out the minimum coverage required for the Approved Engineer's professional indemnity insurance; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
27.	Clause 8.6(c) and (d) and (i), 'Approved Engineer and Retail Surveyor '	The information redacted is a defined term, part of the clause and references to a redacted Schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA, including the scope of certification required by the Approved Engineer; and</p> <p>b) revealing the information would place the parties at a</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
28.	Clause 8.6(k), 'Approved Engineer and Retail Surveyor '	The information redacted is the entire subclause and a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA, and therefore the level of risk that the PS Developer was willing to accept to perform the OSD Works; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			business and commercial interests. There is an overriding public interest against disclosure.	
29.	Clause 9.1(b), 'Rights to land'	The information redacted is part of the clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the procurement of certain land; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
30.	Clause 9.2(b) and (c), 'Access	The information redacted is a	<i>Section 32(1)(d), item 1(f) of the</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	to the Construction Site on or after the Site Access Date'	part of the clause.	<p><i>table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to a delay in access to the Construction Site; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
31.	Clause 9.4(c), 'Licence Fees'	The information redacted is part of the clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to payment of Licence Fee and waiver period, and therefore the level of risk that the PS Developer was willing to accept to perform the OSD Works; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
32.	Clause 9.5(b)(ii), 'Access to the Construction Site'	The information redacted is the entire clause.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to securing rights of ingress to and egress from the Construction Site; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interest against disclosure.	<p>contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
33.	Clauses 9.9(e), (f), (g), (j) and (k) 'Encumbrances'	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the information would reveal the level of risk that the Principal was willing to accept with respect to the creation of certain Encumbrances affecting the PS Developer's ability to comply with the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
34.	Clause 9.10	The information redacted is the entire clause.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
35.	Clause 11.5(a)(ii) & (iii), 'No Claims arising out of Interface Work'	The information redacted is references to a redacted clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to claims arising out of Interface Work; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
36.	Clause 13.2 and 13.3	The information redacted are the entire clauses.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the Pitt Street Station and OSD (North) interfaces; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
37.	Clause 16.4	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA, and therefore the level of risk that the PS Developer was willing to accept to perform the OSD Works; and</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
38.	Clause 18	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA, particularly with respect to OSD Design Documentation; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business,</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
39.	Clause 19.1(b), 'Modifications'	The information redacted is part of the clause.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
40.	Clauses 20.1(c) and (d) and 20.2(b), 'Time'	The information redacted is the entire subclause and a time period.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
41.	Clause 20.4, 'Progressing the OSD Works'	The information redacted is a defined term that has been previously redacted.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
42.	Clause 20.5,	The information redacted are	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	'Delay Events'	parts of the clause.	<p><i>"commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>public interest against disclosure of this information because:</p> <p>a) the redacted information sets out a number of project specific grounds where the PS Developer is entitled to an extension of time under the OSD PDA;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to key delay risks, and therefore the risk the parties were willing to accept. Exposing this information may also provide insight into the PS Developer's capabilities and the likelihood of key Delay Events arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
43.	Clause 20.8(g),	The information	<i>Section 32(1)(d), items 4(b), 4(c)</i>	The Principal weighed the competing public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	'Determination of extension of time claim'	redacted is the entire subclause.	<p><i>and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
44.	Clause 20.9(a), (e), (f) and (g), 'Delay Costs'	The information redacted is part of the clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the type of cost and margin for which the PS Developer is entitled for certain delay events under the OSD PDA – these have been substantially negotiated and bespoke to the OSD PDA;</p> <p>b) exposing the redacted information would reveal the risk that the PS Developer was willing to accept in relation to the delivery of the OSD Works. It may also provide insight on the PS Developer capabilities, which would prejudice its legitimate business and commercial interests; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
45.	Clauses 21.1(a) and (b), 'Suspension'	The information redacted is part of the clause and a term that has been previously redacted.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to certain consequences arising out of a suspension; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
46.	Clause 24.1(c), 'Notice of defect'	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain defect rectification obligations under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
47.	Clause 25, 'Transfer of title and subdivision'	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the mechanism for</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>4</p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>exercising the call option with respect to the transfer of freehold title of Residential Lot and subdivision requirements;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer with respect to the transfer and subdivision under the OSD PDA; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
48.	Clause 27.1(b) and 27.2, 'PS Developer	The information redacted is part of the clause.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Payments'		<p><i>provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out the details, timing and arrangements in relation to the PS Developer's payments to the Principal under the OSD PDA;</p> <p>b) the disclosure of the redacted information would provide insight into the level of risk that the PS Developer was willing to accept and may also provide insights into the PS Developer's underlying cost structure and profit margins; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
49.	Clause 27A	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the cost structure and allocation of liabilities between the Principal and the PS Developer under the OSD PDA in relation to certain commercial arrangements between the PS Developer and the Principal;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the disclosure of the redacted information would provide insight into the level of risk that the PS Developer was willing to accept and may also provide insights into the PS Developer's underlying cost structure and profit margins; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
50.	Clause 28.1(c), 'Payment of GST'	The information redacted is the entire subclause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to GST, and therefore the level of risk that the PS Developer was willing to accept under the OSD PDA; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
51.	Clauses 29.2, 'Care of the OSD Works, Risks and Insurance', 29.6(c), Evidence of policies, 29.7, premiums and	The information redacted are parts of the clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the information redacted sets out the arrangement between the Principal and the PS Developer on procuring and effecting certain insurance under the OSD PDA;</p> <p>b) exposing the redacted information would reveal the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	29.13		<p>cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>apportionment of risk between the Principal and the PS Developer in relation to certain insurance arrangement including with respect to the premiums, and therefore the level of insurance risk that the PS Developer was willing to accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
52.	Clause 29.3	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the information redacted sets out details with respect to certain insurance arrangement under the OSD PDA;</p> <p>b) exposing the information would reveal the level of risk that</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the parties were willing to accept with respect to Principal's Insurances; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
53.	Clause 29.11, 'Risk of deductibles or excess'	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA and therefore expose the level of insurance risk that the PS Developer was willing to accept; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>events and circumstances change.</p>
54.	Clause 29.14	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain insurance risks; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interest against disclosure.	
55.	Clause 30.1(b) and clauses 30.4-30.12, 'Indemnity and liability exclusions'	The information redacted is part of the clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the commercially sensitive information regarding the PS Developer's total aggregate liability, including limits of PS Developer's liability under the OSD PDA;</li> <li>b) exposing the information would reveal the level of risk that the Principal and the PS Developer was willing to accept under the OSD PDA. Exposing this information may also provide insight into the PS Developer's views on its potential capabilities and likelihood of certain risks arising;</li> <li>c) the redacted information also sets out a unique arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information; and</li> <li>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
56.	Clause 31.1(f), (g), (h), (m), (n), (o), (p) and (q), 'Event of Default'	The information redacted are references to redacted terms and parts of the clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
57.	Clause 31.4(b), 'PS Developer Termination Events'	The information redacted are references to redacted terms.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information reveals the funding arrangements between the parties under the OSD PDA; and</li> <li>b) exposing the information would reveal the apportionment of risk between the Principal and the PS Developer in relation to funding arrangements under the OSD PDA and how it will impact a party's liability; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
58.	Clauses 31.7 and	The information redacted is the	<i>Section 32(1)(d), item 1(f) of the</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	31.7A	entire clause.	<p><i>table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
59.	Clause 31.8, 'Principal's rights after termination'	The information redacted is a defined term that has been previously redacted.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
60.	Clause 31.9, 'Termination payments'	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out sensitive information concerning the Termination Payment regime which has been substantially negotiated between the parties;</li> <li>b) exposing the redacted information would reveal the level of risk that the PS Developer was willing to accept in relation to Termination Payment. It may also provide insight on the PS Developer's views on its capabilities and the likelihood of certain risks arising; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
61.	Clause 31.12	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information reveals the information regarding the funding arrangements between the parties under the OSD PDA;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interest against disclosure.	
62.	Clause 31.13	The information redacted is the entire clause.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
63.	Clause 32	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain termination events, and therefore the level of risk that the PS Developer was willing to accept; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
64.	Clause 34.1(d)(ii), 'Assignment by the PS Developer'	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain events of novation; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure.	contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.  <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
65.	Clause 34.3, 'Permitted changes in ownership'	The information redacted is part of the clause.	<i>Section 32(1)(d), item 1(f) of the table in section 14</i>  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  <i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i>  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:  a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and  b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.  <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
66.	Clause 34.5	The information redacted is the	<i>Section 32(1)(d), item 1(f) of the</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		entire clause.	<p><i>table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the circumstances when a change in control of a certain entity may be permitted;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain events, and therefore the level of risk that the PS Developer was willing to accept; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
67.	Clause 35.3, 'Principal's right to withhold consent'	The information redacted is the entire clause.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the arrangement between the parties regarding any proposed amendments to certain financing documents;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain termination events, and therefore the level of risk that the PS Developer was</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interest against disclosure.	<p>willing to accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
68.	Clause 38.1(a), 'Cost of OSD Works'	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA, particularly with respect to various elements of Costs; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
69.	Clause 38.3, 'Taxes, Outgoings and other fees and levies'	The information redacted is part of the clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interest against disclosure.	
70.	Clause 38.4	The information redacted is the entire clause.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the information would reveal the level of risk that the parties were willing to accept with respect to stamp duty arising under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
71.	Clause 38.7, 'General payment requirements'	The information redacted are percentages.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the interest rates applicable on overdue money and therefore the allocation of risk between the Principal and the PS Developer;</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
72.	Clause 40.4, 'Survival of certain provisions; no merger'	The information redacted are defined terms and clauses that have been previously redacted.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				events and circumstances change.
73.	Clause 40.11	The information redacted is the clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the information would reveal the level of risk that the parties were willing to accept with respect to certain indemnities under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
74.	Execution page	The information redacted is the name and signatures of the signatories	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
<b>SCHEDULES</b>				
75.	Schedule A1, Items 4-12, 'Reference Schedule'	The information redacted are the job titles, names and contact details of individuals.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information is the names and contact details of individual persons.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
76.	Schedule A1, Items 15 and 16, 'Reference Schedule'	The information redacted are dollar amounts and references to the term and clause that have been	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the fee to be paid for the Licence Fee and a figure representing the aggregate liability under the OSD PDA;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		previously redacted.	would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors. <i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.	b) the disclosure of the redacted information would provide visibility on the PS Developer's cost structure and therefore the level of risk it was prepared to accept; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests. <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
77.	Schedule A1, Items 17 and 18, 'Reference Schedule'	The information redacted is the list of specific items of Key Plant and Equipment.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons: a) the definition of Key Plant and Equipment indirectly provides visibility on the Key Plant and Equipment Manufacturing Countries, which is relevant to determining the scope of events that may give rise to a Force Majeure Event; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to a Force Majeure Event within and outside of Key Plant and Equipment Manufacturing

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Countries, and therefore the level of risk that the PS Developer was willing to accept. Exposing this information may provide insight into the PS Developer's views on the likelihood of certain Force Majeure Events arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise of the Principal's functions.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
78.	Schedule A2, Definition	The information redacted are entire definitions, including the defined term.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
79.	Schedule A2, Definition of 'Abandon'	The information redacted is time periods.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the timeframe that constitutes an abandonment, and therefore exposes the level of risk the parties were willing to accept with respect to the performance of the OSD Works;</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				events and circumstances change.
80.	Schedule A2, Definition of 'Associate'	The information redacted is a defined term that has been previously redacted.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
81.	Schedule A2, Definition of 'Course of Action'	The information redacted are defined terms that are previously redacted.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interest against disclosure.	<p>accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
82.	Schedule A2, Definition of 'D&C Contractor Replacement Plan' and 'D&C Side Deed'	The information redacted are defined terms that have been previously redacted.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
83.	Schedule A2, Definition of 'Defect'	The information redacted is part of a definition.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>apportionment of risk between the Principal and the PS Developer in relation to certain elements regarding Defects under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
84.	Schedule A2, Definition of 'Defects Correction Period'	The information redacted is a time period.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to the timing and expiry of the Defects Correction Period; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
85.	Schedule A2, Definition of 'Delay Costs'	The information redacted is part of the definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) revealing the redacted information would provide insight into the PS Developer's assessment of the risk and commercial impact of delays arising in the course of performing its work, and would also reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA;</li> <li>b) if this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
86.	Schedule A2, Definition of	The information redacted is part	<i>Section 32(1)(d), items 4(b), 4(c)</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	'Development Consent'	of the definition and a defined term that has been previously redacted.	<p><i>and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
87.	Schedule A2, Definition of 'Independent Valuer'	The information redacted is part of the definition.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>b) if this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
88.	Schedule A2, Definition of 'Modified Concept SSD Consent' and 'Modified Concept SSD Consent Condition'	The information redacted is a defined term.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) if this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
89.	Schedule A2, Definition of 'Notional Stamp Duty Amount'	The information redacted is the occasions in which stamp duty is payable.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out details on the assumptions that is to be used for calculating the Notional Stamp Duty Amount and the timing of payment;</li> <li>b) exposing the redacted information would reveal the</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>apportionment of risk between the Principal and the PS Developer in relation to certain obligations under the OSD PDA, and therefore the level of risk that the PS Developer was willing to accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
90.	Schedule A2, Definition of 'Permitted Change in Ownership'	The information redacted are defined terms that have been previously redacted.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
91.	Schedule A2, Definition of 'Principal's Modified Concept SSD Application'	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
92.	Schedule A2, Definition of 'Principal Unacceptable Consent Condition'	The information redacted is a defined term.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain obligations under the OSD</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
93.	Schedule A2, Definition of 'PS Developer Application Design Documentation'	The information redacted is a defined term that has been previously redacted.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
94.	Schedule A2, Definition of 'PS Developer's Fitout Works'	The information redacted is a defined term that has been previously redacted.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
95.	Schedule A2, Definition of 'PS OSD Contract Documents'	The information redacted are defined terms that have been previously redacted.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.  <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
96.	Schedule A2, Definition of 'Relevant Plans Specification'	The information redacted is a defined term.	<i>Section 32(1)(d), item 1(f) of the table in section 14</i> The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  <i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and b) if this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.  <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
97.	Schedule A2, Definition of 'Residential OSD Works Requirements'	The information redacted is part of the clause.	<i>Section 32(1)(d), item 1(f) of the table in section 14</i> The disclosure of this information could prejudice the effective exercise by an agency of the	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons: a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
98.	Schedule A2, Definition of 'South Retail'	The information redacted is part of the clause.	<p><i>Section 32(1)(c)</i></p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p><i>Section 32(1)(d), item 2(e) of the table in section 14</i></p> <p>The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of the information because:</p> <p>a) the information redacted are the drawing numbers of floor plans and other design schematics used in the construction of the OSD;</p> <p>b) the redacted information includes information, the disclosure of which may expose security vulnerabilities in the OSD. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developer for protecting, the OSD; and</p> <p>c) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				events and circumstances change.
99.	Schedule A2, Definition of 'State Indemnified Party'	The information redacted are the State Indemnified Parties (except for the Principal).	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA, particularly with respect to scope of liability; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
100.	Schedule A2, 'Station GFA Baseline Amount' and 'Station GFA Spaces'	The information redacted are the floor space	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			business and commercial interests. There is an overriding public interest against disclosure.	a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.  <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
101.	Schedule A2, Definition of 'Substantially Commenced'	The information redacted is paragraphs (a) and (b).	<i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain construction obligations under the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.  <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
102.	Schedule A2, Definition of 'Tender'	The information redacted is part of the	<i>Section 32(1)(d), item 1(f) of the table in section 14</i> The disclosure of this information could prejudice the effective	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		definition.	<p>exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) exposing the redacted information would reveal the date on which the PS Developer responded to the request for tender; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
103.	Schedule A2, Definition of 'Unexpected Consent Condition'	The information redacted is a defined term.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			business and commercial interests. There is an overriding public interest against disclosure.	<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
104.	Schedule A4, 'Agreed OSD Program Dates Schedule'	The information redacted are dates.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out details regarding the time periods of the agreed OSD program dates;</li> <li>b) exposing the redacted information would provide insight into the PS Developer's capabilities and the risk that the PS Developer had accepted in relation to the delivery of the OSD Works; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
105.	Schedule A5, 'Planning'	The information redacted are	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Applications and Approvals'	parts of definitions and clauses, references to previously redacted definitions and clauses, percentages, dollar amounts and formulas.	<p><i>"commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>public interest against disclosure for the following reasons:</p> <p>a) the disclosure of the redacted information would provide insight on the PS Developer's cost structure and reveal the apportionment of risk between the Principal and the PS Developer in relation to certain obligations under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
106.	Schedule A7,	The information	<i>Section 32(1)(a), paragraphs (b)</i>	The Principal weighed the competing public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	'Modification Procedure'	redacted are parts of clauses, percentages, defined terms and dollar amounts.	<p><i>and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information pertains to the negotiated position on Modifications. The information redacted includes: <ul style="list-style-type: none"> <li>i. D&amp;C Contractor and PS Developer margins;</li> <li>ii. the different heads of costs comprising Modification Costs;</li> <li>iii. caps for reimbursements; and</li> <li>iv. specific circumstances where the Principal must issue a Modification Proposal Request to the PS Developer and the procedure, timeframe and the entitlement applicable to those specific circumstances;</li> </ul> </li> <li>b) exposing the redacted information would reveal the apportionment of risk that the Principal and the PS Developer were willing accept with respect to Modifications under the OSD PDA. It may also provide insight into the PS Developer's views on its potential capabilities and the likelihood of certain risks arising; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
107.	Schedule A9, 'Design Development Procedure'	The information are the time periods.	<p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the information redacted sets out the agreed timeframe for the PS Developer to submit the PS Developer Application Design Documentation and therefore exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to design development under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
108.	Schedule A11, 'Progress Reports'	The information redacted are parts of the schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure.	accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.  <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
109.	Schedule A12, 'PS Developer's Initial Program'	The information redacted is the entire schedule.	<i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i>  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:  a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and  b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.  <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
110.	Schedule A13, 'Project Plan Requirements'	The information redacted are parts of the	<i>Section 32(1)(d), item 1(f) of the table in section 14</i>  The disclosure of this information could prejudice the effective	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:  a) exposing the redacted information would reveal the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		schedule.	<p>exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
111.	Schedule A15, 'Sustainability Requirements'	The information redacted is the PS Developer's requirements.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the information redacted sets out the sustainability requirements which the PS Developer must ensure and therefore, exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business,</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
112.	Schedule A16, 'PS Developer Insurance Requirements'	The information redacted is the insurance policy details.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information concerns the insurance policies that the PS Developer is required to effect and maintain, and includes information on the scope and cover to be provided by the policies;</li> <li>b) exposing the redacted information would reveal the apportionment of insurance risk between the Principal and the PS Developer in relation to its insurance obligations and insurance risk, and the level of insurance risk that the PS Developer was willing to accept;</li> <li>c) the scope of the insurance that the Principal requires the PS Developer to effect may be taken as an indication of the risk levels involved with the PS Developer's obligation under the OSD PDA. This may have signalling effects to the market and provide insight into the PS Developer's financial arrangements; and</li> <li>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
113.	Schedule A17, 'Insurance Policies'	The information redacted is the insurance policy details and a previously redacted definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information concerns the insurance policies that the Principal is required to effect and maintain, and includes information on the scope and cover to be provided by the policies;</li> <li>b) exposing the redacted information would reveal the apportionment of insurance risk between the Principal and the PS Developer in relation to its insurance obligations and insurance risk, and the level of insurance risk that the PS Developer was willing to accept;</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			business and commercial interests. There is an overriding public interest against disclosure.	
114.	Schedule A19, 'D&C Side Deed'	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the form of the D&amp;C Contract the PS Developer must execute;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal, the PS Developer and the D&amp;C Contractor in relation to certain obligations under the OSD PDA, and therefore the level of risk that the PS Developer was willing to accept; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. This information is subject to ongoing negotiation by the Principal with the parties required to be counterparties to these agreements and disclosure would therefore place the Principal at a commercial disadvantage in these negotiations.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
115.	Schedule A20,	The information	<i>Section 32(1)(d), item 3(a) of the</i>	The Principal weighed the competing public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	'IDAR Panel Agreement'	redacted contain personal information, dollar amounts and percentages.	<p><i>table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out personal information of the Members and the agreed fees payable to the Members of the IDAR Panel under the IDAR Panel Agreement; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
116.	Schedule A22, 'Operator Cooperation and Integration Deed'	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the form of the interface agreements that the PS Developer is to enter into with the Operator;</p> <p>b) the disclosure of the redacted information would reveal the level of interface risk the PS Developer was willing to accept in relation to interface of the OSD Works with the works to be performed by the Operator;</p> <p>c) the redacted information is based on forms of the interface agreements to be used across a number of procurement packages on the Sydney Metro City &amp; Southwest and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>which remain subject to ongoing negotiation by the Principal and other contractors, and the redacted information reflects the Principal's negotiated position with the PS Developer in relation to the interface agreements to which the PS Developer will be a counterparty;</p> <p>d) therefore the disclosure of this information would:</p> <ul style="list-style-type: none"> <li>(i) place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City &amp; Southwest project; and</li> <li>(ii) make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
117.	Schedule A23, 'LW Contractor Cooperation and Integration Deed'	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the form of the interface agreements that the PS Developer is to enter into with the LW Contractor;</li> <li>b) the disclosure of the redacted information would reveal the level of interface risk the PS Developer was willing to accept in relation to interface of the OSD Works with the</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>works to be performed by the LW Contractor;</p> <p>c) the redacted information is based on forms of the interface agreements to be used across a number of procurement packages on the Sydney Metro City &amp; Southwest and which remain subject to ongoing negotiation by the Principal and other contractors, and the redacted information reflects the Principal's negotiated position with the PS Developer in relation to the interface agreements to which the PS Developer will be a counterparty;</p> <p>d) therefore the disclosure of this information would:</p> <ul style="list-style-type: none"> <li>(iii) place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City &amp; Southwest project; and</li> <li>(iv) make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
118.	Schedule A24, 'Information Documents'	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the information redacted sets out the Information Documents which have been agreed between the parties;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA, particularly as there are several implications with respect to the Information Documents; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
119.	Schedule A25	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in certain circumstances under the OSD PDA; and</p> <p>b) the disclosure of this information would:</p> <ul style="list-style-type: none"> <li>(v) place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City &amp; Southwest project; and</li> <li>(vi) make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
120.	Schedule A26, 'Certification Deed Poll'	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the terms of the Certification Deed Poll that the Approved Engineer engaged by the PS Developer will execute in favour of the Principal;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer regarding the Approved Engineer Services; and</p> <p>c) the disclosure of this information would:</p> <ul style="list-style-type: none"> <li>(i) place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City &amp; Southwest project; and</li> <li>(ii) make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests.</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
121.	Schedule A27	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
122.	Schedule A28	The information redacted is the entire schedule.	<p><i>Section 2, Section 32(1)(d), and item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and reveal a draft of the documents prepared for the purpose of its being submitted</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information contains details of the certain elements under the OSD PDA, and therefore reveals the allocation of risk between the Principal and the PS Developer; and</li> <li>b) revealing the information would place the parties at a</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>to Cabinet for Cabinet's approval.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
123.	Schedule A29, 'OSD Enabling Works Primary Structure (South)'	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information reveals the details of the OSD Enabling Works Primary Structure (South); and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
124.	Schedule A32	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
125.	Schedule B2, 'PS Developer's Certificate – OSD Design Documentation'	The information redacted is a defined term.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
126.	Schedule B8, 'Approved Engineer's Certificate (Pre Commencement)'	The information redacted are references to a defined term and a previously redacted schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
127.	Schedule B9, 'Approved	The information redacted are	<i>Section 32(1)(d), item 1(f) of the</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Engineer's Certificate (Post Completion)'	references to a defined term and a previously redacted schedule.	<p><i>table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
128.	Schedule C1, 'OSD Design Parameters'	The information redacted are the elements which comprise the OSD Design Parameters.	<p><i>Section 32(1)(c)</i></p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p><i>Section 32(1)(d), item 2(e) of the table in section 14</i></p> <p>The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of the information because:</p> <p>a) the information redacted sets out floor plans and other design schematics used in the construction of the OSD;</p> <p>b) the redacted information includes information, the disclosure of which may expose security vulnerabilities in the OSD. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developer for protecting, the OSD; and</p> <p>c) while there is a public interest in revealing the redacted information, this consideration is outweighed by the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	concerns above. <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
129.	Schedule C3, 'PS Developer's Tender Design'	The information redacted is the entire schedule.	<p><i>Section 32(1)(c)</i></p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p><i>Section 32(1)(d), item 2(e) of the table in section 14</i></p> <p>The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of the information because:</p> <p>a) the information redacted are the drawing numbers of floor plans and other design schematics used in the construction of the OSD;</p> <p>b) the redacted information includes information, the disclosure of which may expose security vulnerabilities in the OSD. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developer for protecting, the OSD; and</p> <p>c) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
130.	Schedule C4, 'Approved Tender Design Elements'	The information redacted is the entire schedule.	<p><i>Section 32(1)(c)</i></p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p><i>Section 32(1)(d), item 2(e) of the table in section 14</i></p> <p>The disclosure of this information could endanger the security of, or</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of the information because:</p> <p>a) the information redacted sets out floor plans and other design schematics used in the construction of the OSD;</p> <p>b) the redacted information includes information, the disclosure of which may expose security vulnerabilities in the OSD. Revealing the redacted information is therefore</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>expected to endanger the security of, and prejudice the system developer for protecting, the OSD; and</p> <p>c) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
131.	Schedule C5, 'Suspension Works'	The information redacted is the entire schedule.	<p><i>Section 32(1)(c)</i></p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p><i>Section 32(1)(d), item 2(e) of the table in section 14</i></p> <p>The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of the information because:</p> <p>a) the information redacted sets out the details of Suspension Works which relate to identifying the Substantial Commencement of the OSD Works;</p> <p>b) the redacted information includes information, the disclosure of which may expose security vulnerabilities in the OSD. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developer for protecting, the OSD; and</p> <p>c) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
132.	Schedule C6, 'PS Developer's Tender Design Development'	The information redacted is the entire schedule.	<p><i>Section 32(1)(c)</i></p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of the information because:</p> <p>a) the information redacted are the drawing numbers of floor</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 2(e) of the table in section 14</i></p> <p>The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>plans and other design schematics used in the construction of the OSD;</p> <p>b) the redacted information includes information, the disclosure of which may expose security vulnerabilities in the OSD. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developer for protecting, the OSD; and</p> <p>c) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
133.	Schedule D1, 'Site access schedule'	The information redacted are the dates and the restrictions upon access, possession, use and the type of work to be carried out.	<p><i>Section 32(1)(d), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of the information may place the PS Developer at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of the information may diminish the competitive commercial value of information to a person and prejudice a person's legitimate business or financial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out, in respect of each Area of Construction Site:</p> <ul style="list-style-type: none"> <li>a. Site Access Date;</li> <li>b. Construction Licence Sunset Date;</li> <li>c. restrictions upon access, possession and use; and</li> <li>d. restrictions on type of work.</li> </ul> <p>b) the PS Developer has obligations under the OSD PDA with respect to accessing the relevant Construction Site, and other contractors are required to perform works by reference to the redacted dates;</p> <p>c) revealing the redacted information would provide insight into the PS Developer's programme and the level of risk</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>the PS Developer was willing to accept. If this information were revealed, it could place the PS Developer at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the PS Developer may have to negotiate or bid against. Therefore the disclosure of the information could reduce the competitive commercial value of the information to the PS Developer and prejudice its legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the remaining balance of the Site Access Schedule.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
134.	Schedule D3, 'Transfer of Title'	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the mechanism for exercising the call option with respect to the transfer of freehold title of the Residential Lot;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer with respect to the transfer of the Residential Lot under the OSD PDA; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
135.	Schedule D5, 'Form of Residential Call Option Deed'	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out all of the negotiated positions under the Residential Call Option Deed which is specific to the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				events and circumstances change.
136.	Schedule D7, 'Covenant'	The information redacted are part of the schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
137.	Schedule E1, 'Payment Schedule'	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information details the breakdown of the payments to be made under the OSD PDA and is commercial-in-confidence as its disclosure would provide visibility on the PS Developer's profit margins in relation to the OSD Works;</li> <li>b) the itemisation of work may also reveal a program which</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the PS Developer has invested a significant amount of time developing, and which the PS Developer may want to use in future bids to gain a competitive advantage; and</p> <p>c) disclosure of the redacted information may provide insight on how the PS Developer priced and accepted the work for the Project. If this information were revealed, it could place the PS Developer at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the PS Developer may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the PS Developer's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
138.	Schedule E2, 'Termination Payment Schedule'	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the mechanism for determining termination payments for various scenarios and has been prepared to reflect unique commercial points to be accounted for upon termination;</p> <p>b) revealing the redacted information would:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<ul style="list-style-type: none"> <li>i. provide insight into the unique commercial issues affecting the parties as a consequence of termination and the parties' apportionment of risk in relation to these issues;</li> <li>ii. provide insight into the PS Developer's views on its potential capabilities and likelihood of OSD PDA being terminated; and</li> <li>iii. would make readily accessible a unique mechanism developed by the parties to apportion and manage risk in the event of termination, and revealing this information may diminish the value of that information; and</li> </ul> <p>c) consequently, revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
139.	Schedule E3, 'Delay Costs Caps'	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the mechanism and rates for calculating delay costs under the OSD PDA;</li> <li>b) revealing the redacted information would provide insight into the PS Developer's assessment of the risk and</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>commercial impact of delays arising in the course of performing its work, and would also reveal a bespoke mechanism negotiated by the parties; and</p> <p>c) if this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
140.	Schedule E4, 'Delivery Guarantee'	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), (c)</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the form of the Delivery Guarantee required under the OSD PDA;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain obligations under the OSD PDA, and therefore the level of risk that the PS Developer was willing to accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. This information is subject to ongoing negotiation by the Principal with the parties required to be counterparties to these agreements and disclosure would therefore place the Principal at a commercial disadvantage in these negotiations.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
141.	Schedule E5	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. This information is subject to ongoing negotiation by the Principal with the parties required to be counterparties to these agreements and disclosure would therefore place the Principal at a</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>commercial disadvantage in these negotiations.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
142.	Schedule E6	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the details of certain funding arrangements between the parties under the OSD PDA;</li> <li>b) the redacted information is commercially sensitive, and if disclosed may provide a unique insight into the parties internal cost structures;</li> <li>c) disclosure of the redacted information may also provide insight on how the parties apportioned risk under OSD PDA, and therefore the risk that the PS Developer was willing to accept; and</li> <li>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interest against disclosure.	events and circumstances change.
143.	Schedule E7	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out certain funding arrangements between the parties under the OSD PDA;</li> <li>b) the redacted information is commercially sensitive, and if disclosed may provide a unique insight into the parties internal cost structures;</li> <li>c) disclosure of the redacted information may also provide insight on how the parties apportioned risk under OSD PDA, and therefore the risk that the PS Developer was willing to accept; and</li> <li>d) if this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
144.	Schedule E8, 'Form of Financier's Side Deed'	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>c) the redacted information sets out the form of the Financier</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>4</p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Side Seed which the Principal must enter into in certain circumstances;</p> <p>d) exposing the redacted information would reveal the apportionment of risk between the parties in relation to certain obligations under the OSD PDA, and therefore the level of risk that the PS Developer was willing to accept; and</p> <p>e) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. This information is subject to ongoing negotiation by the Principal with the parties required to be counterparties to these agreements and disclosure would therefore place the Principal at a commercial disadvantage in these negotiations.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
145.	Schedule E9, 'Investor Side Deed'	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the form of the Investor Side Seed which is confidential to the PS Developer and the investor;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal, the PS</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Developer and the investor in relation to certain obligations under the OSD PDA, and therefore the level of risk that the PS Developer was willing to accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. This information is subject to ongoing negotiation by the Principal with the parties required to be counterparties to these agreements and disclosure would therefore place the Principal at a commercial disadvantage in these negotiations.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
146.	Schedule E10	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), (c)</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out various calculations of stamp duty between the Principal and the PS Developer;</p> <p>b) the redacted information is commercially sensitive, and if disclosed may provide a unique insight into the parties internal cost structures;</p> <p>c) disclosure of the redacted information may also provide insight on how the parties apportioned risk under OSD PDA, and therefore the risk that the PS Developer was willing to accept; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
147.	Schedule E11	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the information redacted would disclose commercially sensitive information on formulas, calculations and entitlements for specific circumstances relating to payment under the OSD PDA and would ultimately expose risk allocation between the Principal and the PS Developer under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>events and circumstances change.</p>
148.	Schedule E12	<p>The information redacted is the entire schedule.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Developer's cost structure or profit margins and would place the PS Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the information redacted would disclose commercially sensitive information on formulas, calculations and entitlements for specific circumstances relating to payment under the OSD PDA and would ultimately expose risk allocation between the Principal and the PS Developer under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
149.	Schedule F1, 'Electronic Files'	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>



# Pitt Street Integrated Station Development Over Station Development

 Project Delivery Agreement (South OSD)

Contract No: 506

Sydney Metro

ABN 12 354 063 515

and

Pitt Street Developer South Pty Ltd

ACN 635 396 815

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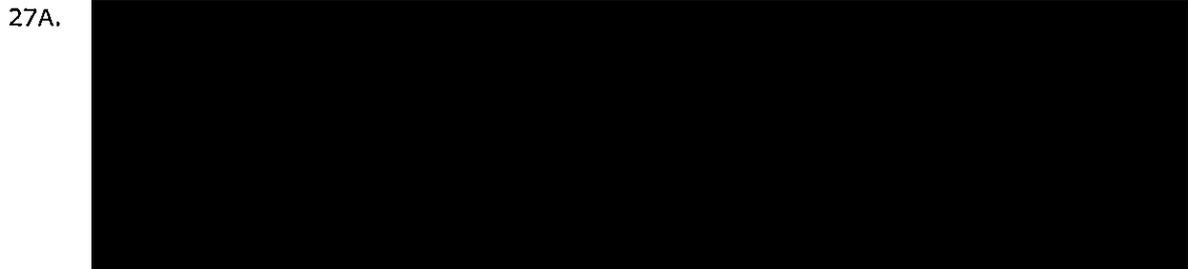
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THIS DEED is made on 16TH SEPTEMBER 2019

**BETWEEN:**

- (1) **Sydney Metro** ABN 12 354 063 515, a NSW Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW) and located at Level 43, 680 George Street, Sydney NSW 2000 (**Principal**); and
- (2) the entity referred to in item 1 of the Reference Schedule (**PS Developer**).

**RECITALS:**

- (A) The Principal is procuring Sydney Metro City & Southwest on behalf of the NSW government and the people of New South Wales.
- (B) Following completion of a request for tenders process, the Principal selected:
  - (1) the PS Developer as the successful tenderer for procuring the delivery of the Over Station Development;
  - (2) the PS North Developer as the successful tenderer for procuring the delivery of the Over Station Development (North); and
  - (3) the PS Contractor as the successful tenderer for the delivery of the Station Project Works.
- (C) The Principal and the PS Developer now wish to enter into this deed to set out the terms on which the PS Developer will:
  - (1) procure the financing, design, construction, commissioning, supervision and completion of the OSD Works;
  - (2) make payments to the Principal as consideration for the rights and benefits granted to the PS Developer under this deed;
  - (3) procure the interface and co-ordination of the OSD Works with the activities of the Interface Contractors and the PS Contractor's Activities; and
  - (4) otherwise perform its obligations under this deed.
- (D) As between the Principal and the PS Developer, the Principal will:
  - (1) grant to the PS Developer the right to procure the undertaking of the Over Station Development; and
  - (2) grant a Call Option over the Residential Lot which, upon exercise, will result in the transfer of the freehold title in the Residential Lot to the Residential Purchaser.
- (E) The Principal and the PS Contractor will separately enter into the Station Delivery Deed in respect of the Station Project Works.
- (F) The Principal and the PS North Developer will separately enter into the OSD PDA (North OSD) in respect of the OSD Works (North).

**THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

Unless the context or express provisions of this deed otherwise require, capitalised words and phrases used in this deed have the meanings given to them in Schedule A2 (*Definitions*).

**1.2 Interpretation**

In this deed headings (including headings in parentheses in sub-clauses) are for convenience only and do not affect the interpretation of this deed and unless the context indicates a contrary intention:

- (a) "person" includes an individual, the estate of an individual, a corporation, an Authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (b) a reference to a "party" to this deed or a "person" or "entity" includes that party's, person's or entity's executors, administrators, successors and permitted substitutes and assigns, including persons taking part by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (c) a reference to a "document", "contract", "deed" or "agreement" is to that document, contract, deed or agreement as updated, varied, novated, ratified or replaced from time to time;
- (d) a reference to any "Authority", "institute", "association" or "body" is:
  - (i) if that Authority, institute, association or body is reconstituted, renamed, replaced or restructured or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed, restructured or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
  - (ii) if that Authority, institute, association or body is dissolved or ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or object as that Authority, institute, association or body;
- (e) a reference to a "statute" includes its delegated legislation and a reference to a statute or delegated legislation or any section or provision of either of these includes:
  - (i) all ordinances, by-laws, regulations of and other statutory instruments (however described) issued under the statute or delegated legislation; and
  - (ii) any consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) a reference to:
  - (i) a "part" or a "schedule" is a reference to a part or schedule to or of this deed; and
  - (ii) this deed includes all schedules to it;

- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) "includes" in any form is not a word of limitation;
- (j) a reference to "\$" or "dollar" is to Australian currency;
- (k) any reference to "information" will be read as including information, representations, statements, data, samples, bore logs, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated;
- (l) anything (including an amount) is a reference to the whole and each part of it and the words "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (m) an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act, or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;
- (n) words and terms defined in the GST Law have the same meaning in clauses concerning GST;
- (o) if a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST for which the representative member of the GST group is liable and input tax credits to which the representative member is entitled;
- (p) references to GST extend to any notional liability of any person for GST and to any amount which is treated as GST under the GST Law, and references to an input tax credit extend to any notional input tax credit to which any person is entitled;
- (q) a time of day is a reference to Sydney time; and
- (r) words in parentheses after a cross reference to a clause must not be used in the interpretation of this deed.

**1.3 Order of precedence**

- (a) The documents which comprise this deed (other than the PS Developer's Tender Design) are to be regarded as mutually explanatory and anything contained in one but not the others will be equally binding as if contained in all of them.
- (b) If there is any Error in or between the various documents that comprise this deed then:
  - (i) if the Error is between the documents comprising this deed, the documents will be given precedence in accordance with the following:
    - (A) the General Conditions and Schedule A2 (*Definitions*), Schedule A5 (*Planning Applications and Approvals*), Schedule A7 (*Modification Procedure*), Schedule A8 (*Dispute Procedure*), Schedule A9 (*Design Development Procedure*), Schedule A25 (*Termination of Station Delivery Deed*) and Schedule D3 (*Transfer of Title*); and
    - (B) the remaining schedules;

- (ii) If the Error is in or between the Design Documentation, the documents will be given precedence in accordance with the following:
    - (A) the OSD Design Parameters;
    - (B) the Final Plans and Specifications;
    - (C) the Detailed SSD Application Design Documentation;
    - 
    - (E) the Approved Tender Design Elements;
    - (F) the PS Developer's Tender Design; and
    - (G) the Concept SSD Design Documentation;
  - (iii) to the extent clause 1.3(b)(i) and clause 1.3(b)(ii) do not apply or resolve the Error and the Error relates to the required quality or standard of the OSD Works, the PS Developer must comply with the highest quality or standard specified or perform the more onerous obligation; and
  - (iv) to the extent clauses 1.3(b)(i) to 1.3(b)(iii) (inclusive) do not apply or resolve the Error and the Error is between figured and scaled dimensions, figured dimensions will prevail over the scaled dimensions.
- (c) To the extent that the PS Developer is required to comply with a Project Plan, the terms of this deed will have precedence over the Project Plan to the extent of any Error. A Project Plan cannot impose an obligation on the Principal to do something different to, or earlier than, what is required by this deed.
  - (d) Where the PS Developer considers that there is an Error in or between the provisions of this deed, it must promptly notify the Principal's Representative in writing, who must give the PS Developer a direction as to the interpretation to be followed. The Principal will have no Liability to the PS Developer arising out of or in any way in connection with any such direction as to interpretation.

#### 1.4 **No bias against drafter**

No provision of this deed is to be interpreted to the disadvantage of a party because that party (or its representative) drafted that provision.

#### 1.5 **Business Day**

If the day on or by which anything must be done under this deed is not a Business Day, that thing must be done no later than the next Business Day.

#### 1.6 **Authorities**

- (a) **(No fettering of discretion)** The PS OSD Contract Documents will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of:
  - (i) the Principal or any other Public Transport Agency to exercise any of their respective functions and powers pursuant to any Law; or
  - (ii) the ASA to exercise any of its functions and powers pursuant to the ASA Charter.

- (b) **(No act or omission)** Without limiting clause 1.6(a), anything the Principal, any other Public Transport Agency or the ASA does, or fails to do or purports to do, pursuant to their respective functions and powers either as an AEO or an Authority or under any Law or pursuant to the ASA Charter, will be deemed not to be an act or omission by the Principal, the Public Transport Agency or the ASA under this deed (including a breach of contract) and the Principal will have no Liability to the PS Developer in relation thereto.
- (c) **(Breach by the Principal)** Clause 1.6(a) and clause 1.6(b) do not limit any Liability which the Principal would have had to the PS Developer under this deed as a result of a breach by the Principal of a term of this deed but for clause 1.6(a) and clause 1.6(b).
- (d) **(Exercise of statutory functions)** The PS Developer acknowledges that:
  - (i) Authorities (other than the Principal) that have jurisdiction over aspects of the OSD Works, parts of the Construction Site and other areas affected by the OSD Works may, from time to time, exercise their statutory functions and powers in such a way as to disrupt, interfere with or otherwise affect the carrying out of the OSD Works; and
  - (ii) except to the extent expressly stated otherwise in this deed, the PS Developer bears the risk of all occurrences of the kind referred to in clause 1.6(d)(i), and the Principal will have no Liability to the PS Developer arising out of or in any way in connection with such occurrences.

#### 1.7 **Best or reasonable endeavours**

If the Principal is required under the terms of this deed to exercise best or reasonable endeavours:

- (a) the Principal will only be obliged to bring about the relevant outcome to the extent that it is reasonably able to do so, having regard to its resources and other responsibilities;
- (b) the Principal is not obliged to expend any money or make any payment to the PS Developer or any other person;
- (c) the Principal cannot ensure the relevant outcome; and
- (d) the Principal does not agree to:
  - (i) interfere with or influence the exercise by any person of a statutory power or discretion;
  - (ii) exercise a power or discretion or otherwise act in a manner that promotes the objectives and expected outcomes of the PS OSD Contract Documents if the Principal regards that exercise as not in the public interest;
  - (iii) develop policy or legislate by reference only or predominantly to the objectives and expected outcomes of the PS OSD Contract Documents;
  - (iv) procure legislation in the future in a manner that is only consistent with the objectives and expected outcomes of the PS OSD Contract Documents; or
  - (v) act in any other way that the Principal regards as not in the public interest.

1.8 **Principal's rights do not affect risk allocation**

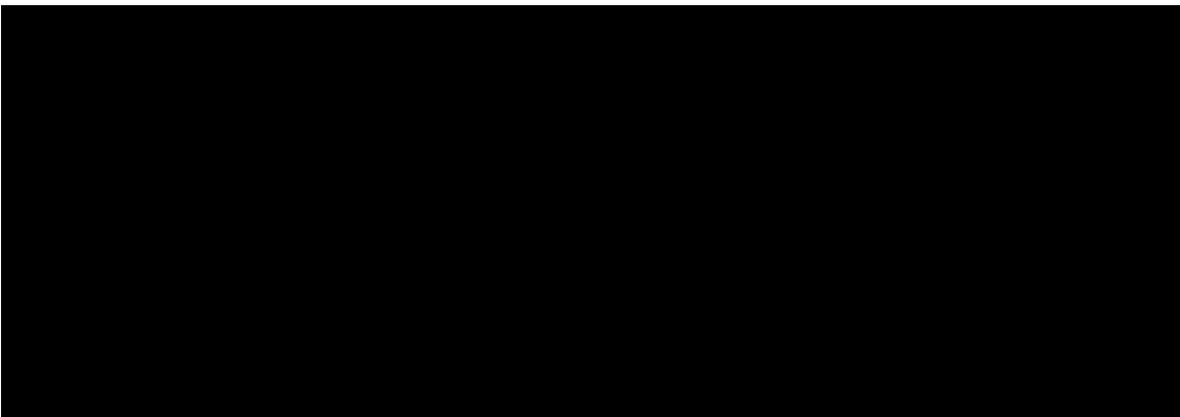
- (a) **(Monitoring performance)** The Principal has various rights under this deed which are designed to give the Principal the ability to monitor (but not co-ordinate or supervise) the performance of the PS Developer's obligations under the PS OSD Contract Documents. Those rights include:
- (i) the right to review Project Plans, Design Documentation, Applications, the PS Developer's Program, Progress Reports and other documents which the PS Developer must submit to the Principal or the Principal's Representative pursuant to this deed (**PS Developer Submissions**); and
  - (ii) rights to inspect and monitor the OSD Works.
- (b) **(No relief)** [REDACTED] neither the exercise of, nor the failure to exercise, such rights will:
- (i) relieve the PS Developer from, or alter or affect, the PS Developer's Liabilities, obligations or responsibilities;
  - (ii) prejudice or limit the Principal's rights against the PS Developer; or
  - (iii) preclude the Principal from subsequently asserting that the PS Developer has not fulfilled its obligations,
- whether under this deed or otherwise according to Law.
- (c) **(No assumption of risk)** Unless otherwise expressly provided for in this deed:
- (i) acceptance of any certificate, statement, assessment or report provided by the PS Developer to the Principal or the Principal's Representative is not approval by the Principal or the Principal's Representative of the PS Developer's performance of its obligations under this deed;
  - (ii) neither the Principal nor the Principal's Representative is obliged to review, assumes or owes any duty of care to the PS Developer to review, or if it does review, in reviewing any PS Developer Submissions for errors, omissions or compliance with this deed or any Law;
  - (iii) no review of, comments on, consent to, information supplied to or notice in respect of, or any failure to review, provide information, comment on, consent to or give any notice in respect of any PS Developer Submissions will:
    - (A) relieve the PS Developer from, or alter or affect, the PS Developer's Liabilities, obligations, warranties or responsibilities or prejudice or limit the Principal's rights against the PS Developer whether under this deed or otherwise according to Law;
    - (B) constitute an instruction to accelerate, disrupt, prolong or vary any of the OSD Works; or
    - (C) affect the time for the performance of the PS Developer's obligations;
  - (iv) the PS Developer will not be relieved from compliance with any of its obligations under this deed or from any of its Liabilities as a result of:
    - (A) compliance with any Project Plan;

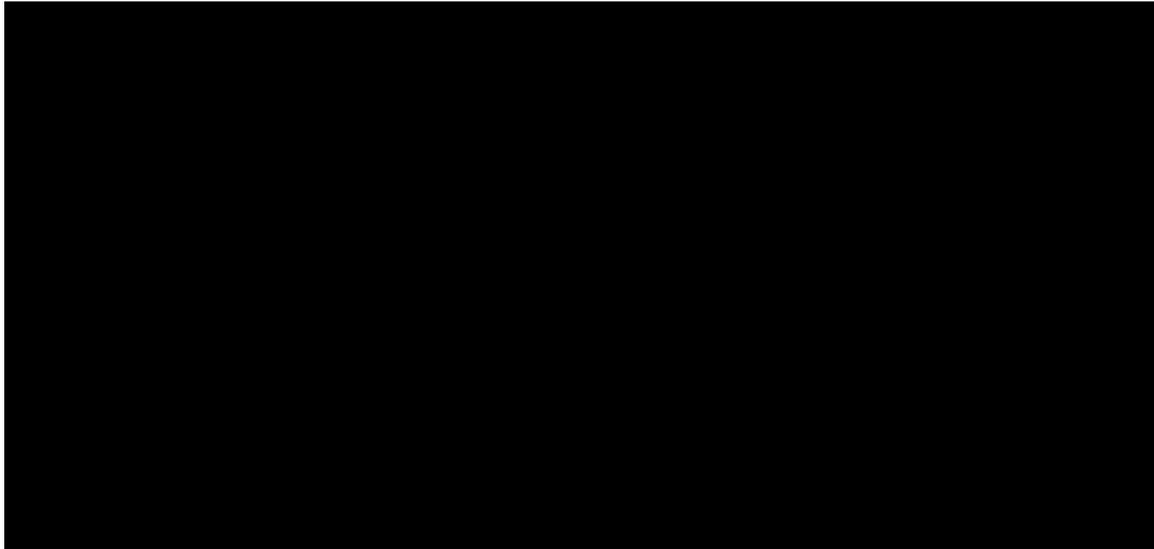
- (B) any audits or other monitoring by the Principal of the PS Developer's compliance with any Project Plan;
  - (C) any failure by the Principal, or anyone acting on behalf of the Principal, to detect any non-compliance including where any failure arises from any negligence on the part of the Principal or anyone acting on behalf of the Principal; or
  - (D) any consent provided by the Principal or any failure or refusal by the Principal to provide consent;
- (v) neither the Principal nor the Principal's Representative assumes or owes any duty of care to the PS Developer to inspect, or if it does so inspect, in inspecting, the performance of the PS Developer's obligations or the OSD Works for errors, omissions or compliance with the requirements of this deed;
- (vi) any inspection of such matters (or lack of inspection) by or on behalf of the Principal will not in any way:
- (A) relieve the PS Developer from, or alter or affect, the PS Developer's Liabilities, obligations, warranties or responsibilities; or
  - (B) prejudice or limit the Principal's rights against the PS Developer, whether under this deed or otherwise according to Law; and
- (vii) the PS Developer is relying on its own skill and judgment, and that of the PS Developer's Associates, in relation to all aspects of the PS Developer Submissions, the OSD Works and the OSD Project and is not relying on the skill or judgment of the Principal or any of the Principal's Associates.
- (d) **(No Liability)** The Principal will have no Liability to the PS Developer and is released from any Loss incurred or suffered by the PS Developer or its Associates because of any defect or omission in, or any issue arising out of any PS Developer Submissions.

1.9 **Not used**

1.10 **Electronic files**

Where this deed refers to an electronic file on a separate disc or other electronic storage device which forms part of this deed, those electronic files are contained in the disc or other electronic storage device identified in Schedule F1 (*Electronic Files*).





2. **GENERAL OBLIGATIONS**

2.1 **Objectives and Project Values**

- (a) **(Objectives)** Each party will, subject to and in accordance with this deed, perform its obligations under this deed having regard to the achievement of:
  - (i) the Sydney Metro City & Southwest Strategic Objectives;
  - (ii) the Pitt Street OSD Objectives; and
  - (iii) the Principal's Vision Statement.
- (b) **(Project Values)** Each party will adhere to and uphold the Project Values and work collaboratively in a spirit of mutual trust and cooperation in the performance of their obligations under this deed.
- (c) **(Principal's rights not affected)** The obligations under clause 2.1(b) will not affect clause 1.7 (*Best or reasonable endeavours*) or the exercise of a right or discretion under this deed by the Principal or the Principal's Representative.

2.2 **Design and construction of OSD Works**

The PS Developer must:

- (a) procure the carrying out, design, construction and supervision of the OSD Works in accordance with Good Industry Practice and this deed and so that, at all times up to Completion, [REDACTED]
- (b) ensure that, on Completion, the OSD:
  - (i) complies with this deed and the OSD Design Parameters; and[REDACTED]
- (c) ensure that the OSD as designed and constructed as at Completion [REDACTED]  
[REDACTED]

2.3 **Quality of work**

The PS Developer must, in procuring the carrying out of the OSD Works, ensure that the OSD is constructed using Construction Materials which:

- (a) comply with all Laws;
- (b) are consistent with Good Industry Practice for work of a similar nature to the OSD Works; and
- (c) are suitable materials and are safe and fit for their intended purpose.

2.4 **Acceptance of risk**

- (a) **(Acceptance of risk)** Except to the extent that this deed expressly provides otherwise, the PS Developer accepts all responsibility for and the risk of all Loss, delays and disruptions which it suffers or incurs arising out of or in any way in connection with the OSD Works, the procurement of the OSD Works, the OSD and the PS Developer's obligations under this deed, including:
  - (i) all Costs of the OSD Project and financing of the OSD Project (including the ability to finance any aspect of the OSD Project);
  - (ii) any risks and Liabilities of the PS Developer and others arising out of or in connection with the PS OSD Contract Documents from time to time;
  - (iii) any financial return, income, revenue or profit derived or to be derived in connection with the OSD Project being less than the financial return, income, revenue or profit estimated by the PS Developer; and
  - (iv) the construction and achievement of Completion, including the achievement of Completion by a particular time or at all.
- (b) **(Breach by the Principal)** Clause 2.4(a) does not limit any Liability which the Principal has to the PS Developer which results from a breach by the Principal of a term of this deed.

2.5 **Principal's Statement of Business Ethics**

- (a) **(Compliance)** The PS Developer must at all times comply with the Principal's "Statement of Business Ethics", a copy of which is available at [www.transport.nsw.gov.au](http://www.transport.nsw.gov.au) (**Principal's Statement of Business Ethics**).
- (b) **(Subcontractor acknowledgement)** Prior to the engagement of any Subcontractor by the PS Developer, the PS Developer must obtain a written acknowledgement from such Subcontractor that it has received, read, understood and will comply with the Principal's Statement of Business Ethics.

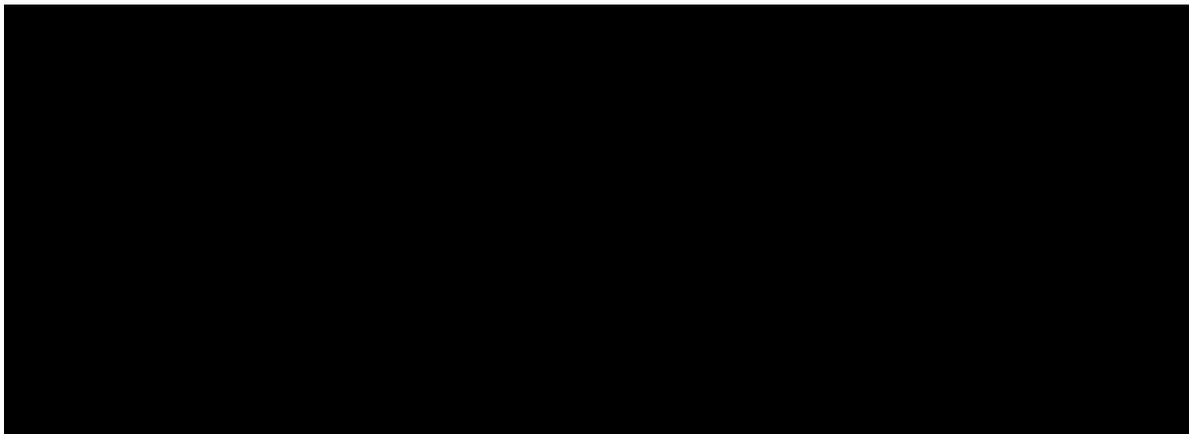
3. **SECURITY**

3.1 **Delivery Guarantee**

On or before the date of this deed, the PS Developer must give the Principal a duly executed Delivery Guarantee from the PS Developer Guarantor and must ensure that, in relation to that Delivery Guarantee, all stampings, registrations and filings required by:

- (a) Law (or by the law of any foreign jurisdiction); or
- (b) the Principal to ensure that it is able to expatriate from any foreign jurisdiction any amounts that may be payable under that Delivery Guarantee,

have been completed in the form and substance satisfactory to the Principal (in its absolute discretion).

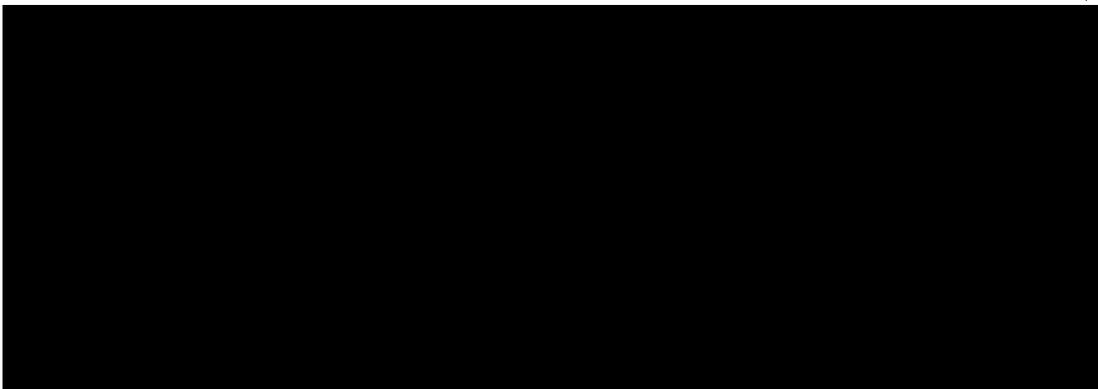


**3.4 Legal opinion**

On or before the date of this deed, the PS Developer must provide to the Principal legal opinions:

- (a) on which the Principal is entitled to rely;
- (b) in form and substance satisfactory to the Principal (in its absolute discretion); and
- (c) from appropriately qualified legal practitioners satisfactory to the Principal,

confirming, amongst other things:



3.5

#### 4. DESIGN AND DESIGN DOCUMENTATION

##### 4.1 Design obligations

The PS Developer must procure the design of the OSD Works and the preparation of the Design Documentation:

- (a) **(design development)** in accordance with:
  - (i) this deed;
  - (ii) the OSD Design Parameters;
  - (iii) Schedule C6 (*PS Developer's Tender Design Development*);
  - (iv) the Relevant Plans and Specifications;
  - (v) any Modification permitted under this deed; and
  - (vi) the CSSI Approval (where relevant), the Development Consents and all relevant Approvals;
- (b) **(construction requirements)** so that:
  - (i) the OSD Works are effectively integrated with the Station Project Works relevant to the OSD Works; and
  - (ii) at all times prior to and on completion of the Residential Sale Contract, the OSD Works and the OSD comply with all applicable Laws; and
- (c) **(skill, care and diligence)** in accordance with the level of skill, care and diligence expected of a professional designer and builder experienced in projects of a similar nature to the OSD Project.

##### 4.2 Concept SSD Design Documentation

- (a) **(Concept SSD Design Documentation)** The PS Developer agrees that:
  - (i) prior to the date of this deed, the Principal prepared the Concept SSD Design Documentation; and
  - (ii) the PS Developer bears all risks associated with the use of, or reliance on, the Concept SSD Design Documentation and that such use and reliance will not limit or otherwise reduce any of the PS Developer's obligations under this deed.
- (b) **(No Liability)** The Principal will have no Liability to the PS Developer arising out of or as a result of the Concept SSD Design Documentation.

##### 4.3 PS Developer's Tender Design

- (a) **(PS Developer's Tender Design)** The PS Developer agrees that:
  - (i) prior to the date of this deed, the PS Developer prepared the PS Developer's Tender Design; and

- (ii) the PS Developer bears all risks associated with the use of, or reliance on, the PS Developer's Tender Design and that such use and reliance will not limit or otherwise reduce any of the PS Developer's obligations under this deed.
- (b) **(No Liability)** The Principal will have no Liability to the PS Developer arising out of or as a result of the PS Developer's Tender Design.

#### 4.4 **OSD Design Documentation**

- (a) **(Submission of OSD Design Documentation)** The PS Developer must submit to the Principal's Representative:

[REDACTED]

- (ii) the Detailed SSD Application Design Documentation; and
- (iii) the Final Stage Design Documentation,

at the times set out in Schedule A9 (*Design Development Procedure*) and, if requested by the Principal's Representative, the Final Stage Design Documentation when the Final Stage Design Documentation is at:

- (iv) a 50% level of completed design; and
- (v) a 75% level of completed design,

in hardcopy and in an electronic format for review by the Principal's Representative.

- (b) **(Submission of amended OSD Design Documentation)** At any time after the PS Developer has submitted any [REDACTED] any Detailed SSD Application Design Documentation or any Final Stage Design Documentation to the Principal's Representative, the PS Developer may notify the Principal's Representative of the PS Developer's proposal to amend [REDACTED] the Detailed SSD Application Design Documentation or the Final Stage Design Documentation (as applicable) **(Amended OSD Design Documentation)** and:

- (i) the provisions of clauses 4.5 (*Certification of OSD Design Documentation*) to 4.9 (*Explanation of OSD Design Documentation*) (inclusive) will apply to the Amended OSD Design Documentation as if such documentation was submitted to the Principal pursuant to clause 4.4(a) (*OSD Design Documentation*); and
- (ii) if the Amended OSD Design Documentation is the Final Stage Design Documentation and the PS Developer has already provided the Approved Engineer's Certificate (Pre-Commencement) and the Residential Surveyor's Certificate (Pre-Commencement), the PS Developer must, at the same time as it submits the amended Final Stage Design Documentation, provide to the Principal's Representative a certificate from the Approved Engineer certifying those matters set out in clause 8.6(c)(i)(A) and a certificate from the Residential Surveyor certifying those matters set out in clause 8.6(c)(ii)(A) with respect to the amended aspects of the Final Stage Design Documentation,

provided that the requirements of this clause 4.4(b) will not apply to [REDACTED] the Detailed SSD Application Design Documentation or the Final Stage Design Documentation (as applicable) to the extent such amendments relate to the design of the fit out of the OSD.

- (c) **(Project Control Group)** The PS Developer must provide at each Project Control Group meeting:
  - (i) updates on the progress of the preparation of the OSD Design Documentation; and
  - (ii) the estimated date or dates on which the PS Developer anticipates it will submit to the Principal's Representative the OSD Design Documentation in accordance with Schedule A9 (*Design Development Procedure*).

#### 4.5 Certification of OSD Design Documentation

Together with all OSD Design Documentation submitted to the Principal's Representative pursuant to clause 4.4(a) (*OSD Design Documentation*), the PS Developer must deliver a certificate in the form of Schedule B2 (*PS Developer's Certificate - OSD Design Documentation*) certifying that the:

- (a) relevant OSD Design Documentation complies with:
  - (i) the OSD Design Parameters;
  - (ii) Schedule C6 (*PS Developer's Tender Design Development*); and
  - (iii) this deed;
- (b) Residential OSD Works, as shown in the OSD Design Documentation, will comply with the Residential OSD Works Requirements; and
- (c) OSD, as shown in the OSD Design Documentation, does not have and is not reasonably expected to [REDACTED]

#### 4.6 Design development

The PS Developer must comply with the design development procedure set out in Schedule A9 (*Design Development Procedure*) in respect of all OSD Design Documentation submitted or required to be submitted by the PS Developer under clause 4.4(a) (*OSD Design Documentation*).

#### 4.7 Design Documentation for construction

The Final Stage Design Documentation that has been submitted to the Principal's Representative pursuant to clause 4.4(a) (*OSD Design Documentation*) will be the **Final Plans and Specifications** for the purposes of constructing the relevant part of the OSD Works, provided the design development procedure set out in Schedule A9 (*Design Development Procedure*) has been complied with by the PS Developer.

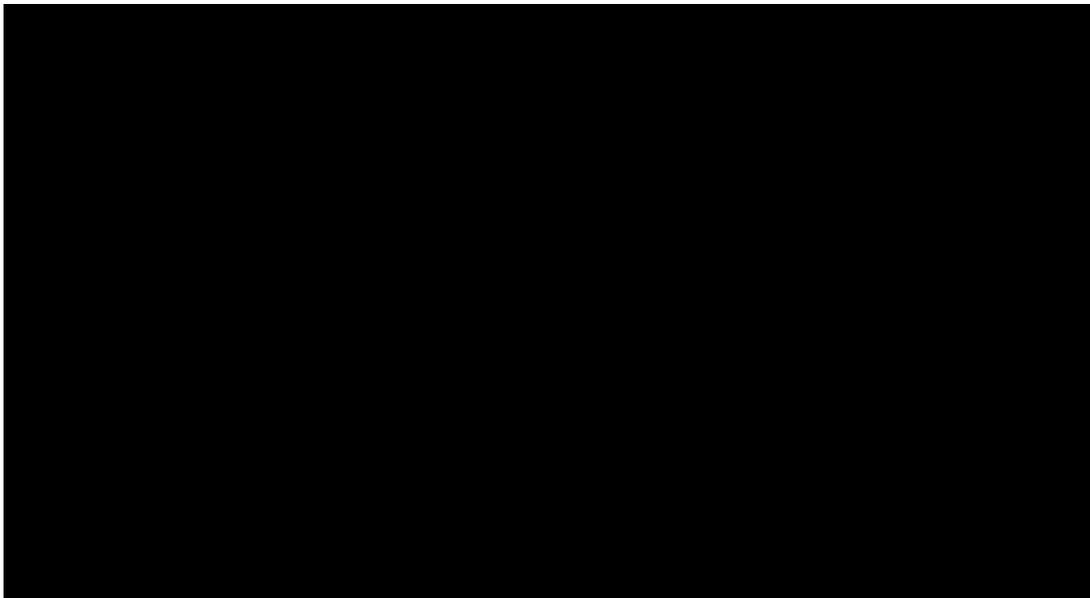
#### 4.8 Design Excellence

- (a) **(Principal may provide)** The Principal may, in respect of any OSD Design Documentation submitted to the Principal's Representative by the PS Developer under clause 4.4(a) (*OSD Design Documentation*):
  - (i) provide copies of any such OSD Design Documentation to; and

- (ii) seek comments, feedback and directions from and take into account the views of,

the Design Review Panel within the Principal's Representative's review timeframes set out in Schedule A9 (*Design Development Procedure*).

- (b) **(Comments by Design Review Panel)** The PS Developer must take into account any feedback by or comments from and comply with any directions given by the Design Review Panel, provided that that feedback, those comments or those directions are part of the comments or amendments of the Principal's Representative provided in accordance with Schedule A9 (*Design Development Procedure*).
- (c) **(No effect on obligations)** Subject to clause 4.8(b), any comments, feedback or directions provided during any workshop or meeting by a member of the Design Review Panel will not:
  - (i) relieve the PS Developer of its obligations, or constitute a waiver of any of the Principal's rights, under this deed; or
  - (ii) be construed as a comment, amendment or direction by the Principal, nor will any comments made by the Design Review Panel give rise to any obligation on the part of the PS Developer to comply with anything which the members of the Design Review Panel say or do during such workshops or meetings.



#### 4.9 **Explanation of OSD Design Documentation**

If required by the Principal's Representative, the PS Developer must, whenever it submits OSD Design Documentation pursuant to clause 4.4(a) (*OSD Design Documentation*):

- (a) **(design presentation workshop)** deliver a design presentation workshop to the Principal's Representative and/or the Design Review Panel within 5 Business Days after its submission (or such later date as agreed between the parties); and
- (b) **(design personnel)** make available the appropriate design personnel to:
  - (i) explain the relevant OSD Design Documentation; and

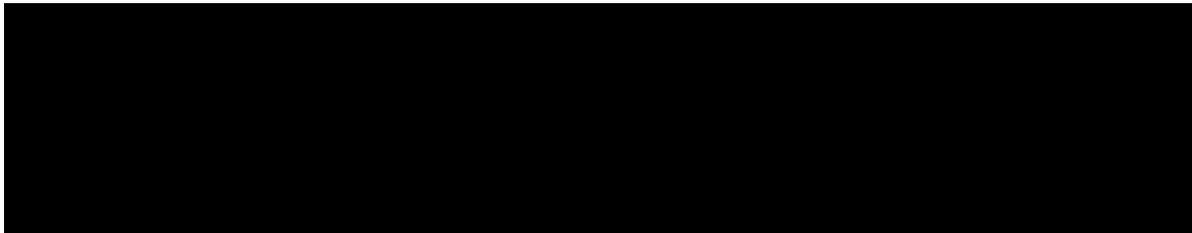
- (ii) provide such information regarding the relevant OSD Design Documentation as the Principal's Representative or the Design Review Panel reasonably requests.

#### 4.10 Warranties

The PS Developer warrants to the Principal that:

- (a) **(requirements of this deed)** it remains responsible for ensuring that the OSD Works will satisfy the requirements of this deed despite the Concept SSD Design Documentation being prepared by the Principal;
- (b) **(requirements of the OSD Design Parameters)** the Design Documentation will satisfy the requirements of the OSD Design Parameters and the other requirements of this deed;
- (c) **(engineering requirements)** the OSD Works are or will be designed within:
  - (i) the engineering capacity (including maximum loadings) of the OSD Enabling Works (South); and
  - (ii) the noise, vibration and electrolysis tolerances so that the OSD Works will  and
- (d) **(OSD Works as constructed)** the design and construction of the OSD Works and the OSD will comply with clause 2.2 (*Design and construction of OSD Works*).

#### 4.11 Approved Tender Design Elements



### 5. CONSTRUCTION

#### 5.1 Construction obligations

The PS Developer must procure the construction of the OSD Works:

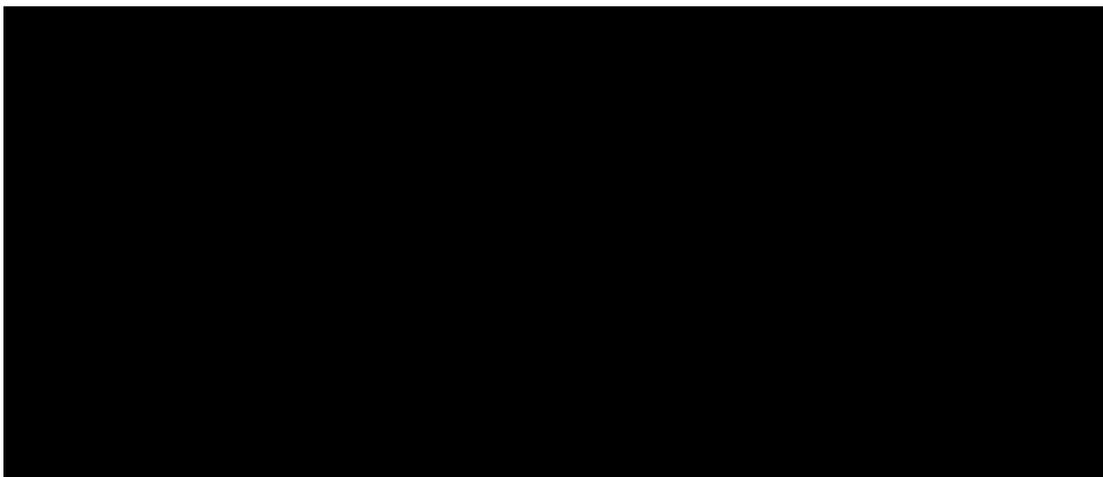
- (a) **(Approvals)** in accordance with:
  - (i) the CSSI Approval (where relevant), the Development Consents and all Approvals;
  - (ii) the Final Plans and Specifications; and
  - (iii) all other requirements of this deed; and
- (b) **(compliance with other requirements):**
  - (i) in a proper and workmanlike manner;

- (ii) with due skill, care and diligence and in accordance with Good Industry Practice; and
- (iii) so that, at all times prior to and on completion of the Residential Sale Contract, the OSD Works and the OSD comply with all applicable Laws.

## 5.2 Commencement of construction

The PS Developer must not permit any work to be commenced on a Construction Site until:

- (a) **(Project Plans)** each of the following Project Plans have been submitted to the Principal's Representative and have not been rejected by the Principal's Representative within the review period specified in the Project Plan Requirements:
  - (i) Construction and Site Management Plan; and
  - (ii) Project Health and Safety Management Plan;
- (b) **(Security)** the PS Developer has complied with clause 3 (*Security*);
- (c) **(Pre-Commencement Certificate)** the PS Developer has provided the Principal's Representative with a copy of:
  - (i) the Approved Engineer's Certificate (Pre-Commencement); and
  - (ii) the Residential Surveyor's Certificate (Pre-Commencement);
- (d) **(certification deed poll)** the PS Developer has complied with clause 8.6(g);
- (e) **(Approvals)** the PS Developer has notified the Principal's Representative that all Approvals necessary for commencement of the OSD Works have been obtained and has provided the Principal's Representative with copies of those Approvals;
- (f) **(Acceptable Detailed SSD Consent)** an Acceptable Detailed SSD Consent has been obtained;
- (g) **(Insurances)** the PS Developer has effected the Insurances required by clause 29.4 (*PS Developer's Insurance obligations*);
- (h) **(Final Plans and Specifications)** the Final Plans and Specifications submitted or required to be submitted pursuant to clause 4.4(a) (*OSD Design Documentation*) comply with clause 4.7 (*Design Documentation for construction*);



### 5.3 Notice of commencement

- (a) **(Notice of anticipated Commencement)** The PS Developer must give the Principal's Representative at least 60 Business Days' prior written notice as to when it expects construction of the OSD Works to commence (**Date for Commencement**).
- (b) **(Notice of Anticipated Substantial Commencement)** The PS Developer must give the Principal's Representative at least 25 Business Days' written notice as to when the PS Developer expects Substantial Commencement to occur (**Anticipated Date for Substantial Commencement**).
- (c) **(Notice of Substantial Commencement)** The PS Developer must, within 5 Business Days of the date that Substantial Commencement has occurred, notify the Principal's Representative in writing that Substantial Commencement has occurred. The date notified in the PS Developer's notice is the **Date of Substantial Commencement**.

### 5.4 Utility Services

- (a) **(Risk)** The PS Developer bears the risk of the existence, location, condition and availability of all Utility Services (in so far as they affect the carrying out of the OSD Works) and must procure the investigation, protection, relocation, removal, modification, disconnection, support, reinstatement and provision of all Utility Services necessary for the carrying out of the OSD Works and to otherwise comply with its obligations or exercise its rights under the PS OSD Contract Documents.
- (b) **(Payment)** The PS Developer must obtain, pay for and contract for the provision of all Utility Services required for the carrying out of the OSD Works.
- (c) **(Consent)** The PS Developer must:
  - (i) obtain the Principal's prior written consent in respect of any new connections for Utility Services forming part of or in relation to the OSD Works or changes or modifications to existing connections for such Utility Services to the extent those connections will or may reasonably be expected [REDACTED] and [REDACTED]
  - (ii) consult with and keep the Principal fully informed as to the PS Developer's dealings with the Authorities providing the Utility Services referred to in clause 5.4(c)(i).
- (d) **(Disruption)** The PS Developer must ensure that, as a consequence of or in relation to the carrying out of the OSD Works, there are no unplanned disruptions to the Utility Services [REDACTED]

### 5.5 Environmental obligations

- (a) **(Contamination)** The PS Developer bears the risk of all Contamination on, in, over, or about the Construction Site.
- (b) **(Hazardous Chemicals)** The PS Developer must ensure that:
  - (i) Hazardous Chemicals are:
    - (A) handled in a manner that will not cause or create an Environmental Hazard; and
    - (B) not abandoned or dumped on the Construction Site; and

- (ii) no other substance is released from, deposited to, or emanates from, the Construction Site such that a state of Contamination occurs.
- (c) **(Environmental responsibility)** The PS Developer must, at all times, carry out, and ensure that its Subcontractors carry out, the obligations of the PS Developer in an environmentally responsible manner, in accordance with Good Industry Practice, and so as to protect the Environment and keep the Construction Site in a good and safe condition.

#### 5.6 **Prevention of disturbance and interference**

- (a) **(PS Developer to procure prevention)** In procuring the carrying out of the OSD Works, the PS Developer must, and must ensure its Subcontractors:
  - (i) **(minimise nuisance)** minimise nuisance and prevent unreasonable noise, dust, vibration and disturbances except to the extent such nuisance, noise, dust, vibration or disturbance is permitted by Law;
  - (ii) **(take precautions)** take all reasonable precautions to avoid obstruction of and damage to any property (including the property of the Principal) and Utility Services;
  - (iii) **(no interference)** not restrict, close, interfere with or obstruct the free flow of people and vehicles, access to any premises, car parks, roads, pedestrian ways, public spaces, parks, bicycle paths or facilities, or traffic on any lane or shoulder of the existing road network, or the operations or activities carried out on, adjacent to or in the vicinity of the Construction Site, including the Pitt Street Station:
    - (A) unless and to the extent that it is reasonably necessary for the performance of the OSD Works; and
    - (B) without first obtaining the consent of all relevant Authorities and, to the extent it impacts on the Principal, the Pitt Street Station (including the use and occupation of the Pitt Street Station) or the ability of the PS Contractor to comply with its obligations under the Station Delivery Deed, without first obtaining the consent in writing of the Principal's Representative;
  - (iv) **(instructions of Authorities)** comply with the instructions of all relevant Authorities in relation to any restriction, closure, interference or obstruction contemplated by clause 5.6(a)(iii).
- (b) **(Co-ordinate)** The PS Developer must ensure its Subcontractors program and co-ordinate the OSD Works in accordance with Good Industry Practice and take steps reasonably available to minimise the effect of the carrying out of the OSD Works on the occupants and users of land adjoining, or in the vicinity of, the Construction Site (including Existing Operators and adjoining property owners).

#### 5.7 **D&C Contract**

On or before the date of this deed, the PS Developer must give the Principal a full copy of the executed D&C Contract (including all schedules, annexures and exhibits to the D&C Contract).

#### 5.8 **Home Building Act**

- (a) **(PS Developer to procure compliance)** Any provision of this deed that imposes an obligation on the PS Developer to carry out, co-ordinate or supervise the OSD Works or perform any other obligation under this deed which comprises Home

Building Work is to be read as the PS Developer having an obligation to procure appropriately qualified and licensed Subcontractors to perform those obligations in order to achieve the requirements of this deed, and the PS Developer must discharge that obligation by procuring that an appropriately qualified and licensed Subcontractor performs those obligations so as to achieve the requirements of this deed.

- (b) **(Acknowledgement)** The parties acknowledge and agree that:
- (i) as at the date of this deed, the PS Developer does not have a Contractor Licence which permits it to do Home Building Work;
  - (ii) neither this deed nor any other PS OSD Contract Document requires the Principal to perform Home Building Work;
  - (iii) neither this deed nor any other PS OSD Project Document requires the PS Developer to perform Home Building Work itself and, by entering into this deed, the PS Developer is not contracting to itself to do Home Building Work and, rather, clause 5.8(a) applies in relation to the performance of any Home Building Work; and
  - (iv) the PS Developer will not itself perform any Home Building Work unless and to the extent that the PS Developer does have a Contractor Licence which permits it to do Home Building Work.
- (c) **(Compliance with Home Building Act)** The PS Developer:
- (i) must:
    - (A) procure the carrying out of any Home Building Work in accordance with the Home Building Act;
    - (B) not, in performing the obligations of the PS Developer or exercising any rights of the PS Developer, including procuring the carrying out of the OSD Works, breach the Home Building Act;
    - (C) procure from suppliers and manufacturers of all goods, plant, machinery and equipment forming part of the Residential OSD Works market standard guarantees and warranties in respect of all such goods, plant, machinery and equipment and, without limiting the Subcontractor's obligations under its contract, procure that the right to enforce those guarantees and warranties is assigned to the PS Developer and the Principal (exercisable at the discretion of the PS Developer or the Principal (as applicable)); and
    - (D) procure that any insurances required under the Home Building Act are effected;
  - (ii) warrants to the Principal that any Subcontract it has entered into or will enter into for the carrying out of Residential OSD Works will require that those works be done in accordance with, and will comply with, the Home Building Act;
  - (iii) must ensure that all warranties required to be given by a Subcontractor carrying out Residential OSD Works will apply for the benefit of the Principal and the Principal's successors in title;

(iv) in addition to any other warranties required under the Home Building Act from time to time, must procure that and warrants for the benefit of the Principal and the Principal's successors in title that:

- (A) the Residential OSD Works will be done with due care and skill and in accordance with the Final Plans and Specifications;
- (B) all materials used in connection with the Residential OSD Works will be good and suitable for the purpose for which they are used and that, unless otherwise stated in this deed, those materials will be new;
- (C) the Residential OSD Works will be done in accordance with, and will comply with, the Home Building Act and any other Law;
- (D) the Residential OSD Works will be done with due diligence and within the time stipulated in any contract relating to the works, or if no time is stipulated, within a reasonable time;
- (E) the Residential OSD Works, to the extent those works consist of the construction of a dwelling, will result in a dwelling that is reasonably fit for occupation as a dwelling; and
- (F) the Residential OSD Works and any materials used in doing the Residential OSD Works will be reasonably fit for purpose,

for the warranty period that would have applied in respect of that warranty under the Home Building Act if that warranty had been given under the Home Building Act rather than under this deed, including any warranty period which applies in respect of any defects rectification work relating to the OSD;

- (v) must, to the extent that the Home Building Act, or any other Law, implies a warranty or requires an owner or developer to provide a warranty, in relation to the Residential OSD Works, provide the same warranty to the Principal; and
- (vi) must, prior to completion of the Residential OSD Works, provide to the Principal a copy of each of the guarantees and warranties referred to in clause 5.8(c)(i)(C) and allow the Principal to enforce the guarantees and warranties directly if the Principal notifies the PS Developer that it wishes to do so. All reasonable Costs incurred by the Principal in enforcing such guarantees and warranties will be a debt due and payable by the PS Developer to the Principal.

(d) **(Strata Schemes Management Act)** If applicable, the PS Developer must comply with all obligations imposed on a developer under Part 11 of the *Strata Schemes Management Act 2015* (NSW).

## 6. SAFETY AND ENVIRONMENT

### 6.1 Care of people, property and the Environment

The PS Developer must procure the carrying out of the OSD Works in a manner that:

- (a) does not put the health or safety of persons at risk and prevents injury or death;
- (b) protects and prevents damage to property and the Environment; and

- (c) protects and prevents damage to the Station Project Works, the Interface Works, the Station Construction Site and the Pitt Street Station.

## 6.2 **Work health and safety**

The PS Developer must:

- (a) **(WHS Legislation)** in carrying out its obligations or exercising its rights under this deed, comply, and must ensure that its Subcontractors comply, with the WHS Legislation and other applicable Laws (including the Chain of Responsibility Provisions), Codes of Practice and Australian standards relating to work health and safety;
- (b) **(corporate work health and safety management system)** have a corporate work health and safety management system which complies with the Law and is otherwise in accordance with the Office of the Federal Safety Commissioner's Audit Criteria Guidelines and New South Wales Government Work Health and Safety Management Systems and Auditing Guidelines (5th Edition) (September 2013, updated May 2014);
- (c) **(notify)** notify the Principal's Representative in accordance with the PHSM of all work health and safety Incidents;
- (d) **(assurances to the Principal)** following commencement of construction of the OSD Works on the Construction Site and at the end of March, June, September and December of each year, provide the Principal's Representative with written assurances from:
  - (i) the PS Developer about the PS Developer's ongoing compliance; and
  - (ii) all Significant Subcontractors about each Significant Subcontractor's ongoing compliance,with all applicable Laws, Codes of Practice and Australian standards and other requirements of this deed for work health and safety and rehabilitation management;
- (e) **(report)** provide the Principal's Representative with written reports on any work health and safety and rehabilitation matters connected with the OSD Works as the Principal's Representative may require from time to time;
- (f) **(cooperate)** consult, cooperate and co-ordinate and procure that its Subcontractors consult, cooperate and co-ordinate with the Interface Contractors and the Principal to ensure that all parties are able to comply with their respective obligations under the WHS Legislation;
- (g) **(duties)** carry out the PS Developer's duties and procure that its Subcontractors carry out their duties under the WHS Legislation to enable the Principal to discharge its duties under the WHS Legislation and other applicable Laws; and
- (h) **(safety leadership)** provide strong safety leadership and continuously promote safety as a core value.

## 6.3 Principal contractor

- (a) **(Definitions)** In clause 6.2 (*Work health and safety*), this clause 6.3 and clause 6.4 (*Sydney Metro Principal Contractor Health and Safety Standard*), the terms "principal contractor", "workplace", "construction work" and "construction project" have the meaning given to those terms in the WHS Legislation. For the purposes of the WHS Legislation and this deed:
- (i) the construction work involved in the OSD Works; and
  - (ii) any construction work carried out on a Construction Site by the PS Contractor under the Station Delivery Deed, any Interface Contractor, the Principal or any other person which is performed during any period in which the Appointed Principal Contractor has been engaged as principal contractor (**Construction Site Interface Work**),
- are taken to be part of the same "construction project".
- (b) **(Engagement as principal contractor)** The parties acknowledge and agree that:
- (i) the PS Developer:
    - (A) is a person conducting a business or undertaking that is commissioning a construction project comprising the OSD Works and the Construction Site Interface Work;
    - (B) has engaged the Appointed Principal Contractor under the D&C Side Deed as the principal contractor in respect of the OSD Works and the Construction Site Interface Work. [REDACTED]
    - (C) authorises the Appointed Principal Contractor to have management and control of each workplace at which the OSD Works and the Construction Site Interface Work is to be carried out and to discharge the duties of a principal contractor under the WHS Legislation;
  - (ii) the Appointed Principal Contractor has accepted the engagement as principal contractor and agrees to discharge the duties imposed on a principal contractor under the WHS Legislation and this deed; and
  - (iii) the Principal must:
    - (A) give the Appointed Principal Contractor prior notice of any Interface Contractor undertaking Construction Site Interface Work before such Construction Site Interface Work commences; and
    - (B) provide the Appointed Principal Contractor and the PS Developer with executed deed polls in favour of the Appointed Principal Contractor in the form set out in Schedule A18 (*Site Interface Deed Poll*) from each Interface Contractor engaged by the Principal undertaking Construction Site Interface Work.
- (c) **(Period of engagement)** The Appointed Principal Contractor's engagement and authorisation as a principal contractor for the OSD Works will continue until the earlier of:
- (i) the termination of this deed; and

- (ii) completion of the Residential Sale Contract.
- (d) **(If engagement not effective)** If the engagement of the Appointed Principal Contractor as principal contractor under the D&C Side Deed is not effective for any reason, the PS Developer must ensure that the Appointed Principal Contractor exercises and fulfils the functions and obligations of a principal contractor under the WHS Legislation as if the Appointed Principal Contractor had been validly engaged and authorised as principal contractor as contemplated by clause 6.3(b).

#### 6.4 **Sydney Metro Principal Contractor Health and Safety Standard**

- (a) **(Comply)** At all times prior to and including the Station Date of Completion, the PS Developer must procure that the D&C Contractor complies with those parts of the Sydney Metro Principal Contractor Health and Safety Standard, as amended from time to time, that the Principal notifies the PS Developer in writing that it must comply with as if it was a principal contractor for the purposes of that standard.
- (b) **(Update to standard)** The Principal may update the Sydney Metro Principal Contractor Health and Safety Standard from time to time, including to address work health and safety issues relating to the OSD Works and Sydney Metro City & Southwest.
- (c) **(No Liability)** The Principal will have no Liability to the PS Developer arising out of or in any way in connection with:
  - (i) any update or amendment to the Sydney Metro Principal Contractor Health and Safety Standard; or
  - (ii) any act or omission of the Principal in relation to the Sydney Metro Principal Contractor Health and Safety Standard (including any failure of the Principal to do anything specified in the Sydney Metro Principal Contractor Health and Safety Standard as being an obligation of the Principal or an Associate of the Principal).

#### 6.5 **Incident management**

- (a) **(Establishment of procedures)** The PS Developer must, within 20 Business Days of the date of this deed, identify clear guidelines for responding to any Incident and establish procedures to ensure that the Principal's Representative is promptly notified of any Incident.
- (b) **(Reporting of Incidents)** If an Incident occurs, the PS Developer must immediately report the Incident to the Principal's Representative and to any Authority required by Law.
- (c) **(Guidelines prepared under OSD PDA (North OSD) or Station Delivery Deed)** The Principal agrees that if the PS North Developer or the PS Contractor:
  - (i) has prepared guidelines for responding to any Incident in accordance with clause 6.5 of the OSD PDA (North OSD) or clause 6.7(a) of the Station Delivery Deed which are satisfactory to the Principal, then those guidelines will, for the purposes of clause 6.5(a), satisfy the PS Developer's obligations under this deed; and
  - (ii) reports any:
    - (A) OSD PDA (North) Incident under clause 6.5(b) of the OSD PDA (North OSD) and the Incident referred to in clause 6.5(b) of this deed is the same as the OSD PDA (North) Incident, then the reporting of the

OSD PDA (North) Incident by the PS North Developer under clause 6.5(b) of the OSD PDA (North OSD); or

- (B) SDD Incident under clause 6.7(b) of the Station Delivery Deed and the Incident referred to in clause 6.5(b) of this deed is the same as the SDD Incident, then the reporting of the SDD Incident by the PS Contractor under clause 6.7(b) of the Station Delivery Deed,

(as applicable) will satisfy the PS Developer's obligations under clause 6.5(b).

- (d) **(PS Developer must take action)** Without limiting clause 5.5 (*Environmental obligations*) and clause 7.1 (*Compliance with Laws*), in relation to any environmental or safety Incident involving Contamination or waste, the PS Developer must, at its own Cost:
  - (i) promptly take all appropriate action to manage and dispose of all Contamination or waste arising from the Incident; and
  - (ii) manage the Incident in a manner which minimises damage to the reputation of the Principal including complying with any reasonable request of the Principal's Representative.

6.6



- (d) **(Accreditation)** To the extent that, in respect of the carrying out of the OSD Works, the PS Developer or its Associates carry out any Railway Operations for which accreditation is required under the Rail Safety National Law, the PS Developer must obtain or procure that its Associates obtain any necessary accreditation or other Approval required to enable it to comply with all applicable Law.

- (e) **(No interference with safe operation)** The PS Developer must not do anything, and procure that its Associates do not do anything, that would interfere with or compromise the safe operation of Sydney Metro City & Southwest.
- (f) **(No breach)** The PS Developer must ensure that it does not do anything or fail to do anything, and ensure that its Associates do not do anything or fail to do anything, that would cause the Principal or any of the Principal's Associates to be in breach of the [REDACTED]
- (g) **(No release)** Compliance by the PS Developer with its obligations under this clause 6.6 does not discharge the PS Developer from complying with its other obligations under this deed and is not evidence of compliance by the PS Developer with its other obligations under this deed.

#### 6.7 **Cleaning up**

In procuring the carrying out of the OSD Works, the PS Developer must ensure that its Subcontractors:

- (a) **(clean and tidy)** keep the Construction Site and the OSD Works clean and tidy and free of refuse; and
- (b) **(removal of rubbish)** regularly remove rubbish, litter, graffiti and surplus material (including Construction Materials) from the Construction Site.

#### 6.8 **NGER Legislation**

The PS Developer must at all times comply with the requirements of Schedule A10 (*NGER Legislation*) in relation to the NGER Legislation.

#### 6.9 **Sustainability requirements**

- (a) **(PS Developer to comply)** The PS Developer must procure that the design and construction of the OSD Works is carried out in a manner that enables the Sustainability Requirements to be satisfied.

[REDACTED]

- (c) **(Provision of certificates)** The PS Developer must provide copies of all certificates set out in Schedule A15 (*Sustainability Requirements*) to the Principal's Representative which evidence the achievement of all Sustainability Requirements at the times set out in Schedule A15 (*Sustainability Requirements*).

### 7. **LAW AND APPROVALS**

#### 7.1 **Compliance with Laws**

The PS Developer must, in performing the obligations or procuring the performance of the obligations of the PS Developer or exercising any rights of the PS Developer, including procuring the carrying out of the OSD Works:

- (a) **(compliance)** comply (and ensure that its Associates comply) with all applicable Laws (including any Environmental Notices) arising out of or in connection with the carrying out of the OSD Works and ensure that at all times prior to and on completion of the Residential Sale Contract, the OSD complies with all applicable Laws;

- (b) **(not put the Principal in breach)** not do, or fail to do (and ensure that its Associates do not do, or fail to do), anything that may cause the Principal to be in breach of any Law;
- (c) **(notify)** notify the Principal in writing as soon as practicable after the PS Developer:
  - (i) becomes aware of any non-compliance with the requirements of any Law in connection with the OSD Works, the Construction Site or the carrying out of the OSD Works;
  - (ii) becomes aware of any information, fact or circumstance in any way connected with the OSD Works or the Construction Site or the carrying out of the OSD Works where:
    - (A) if the Principal were to be aware of such information, fact or circumstance, the Principal would be required to notify any Authority of that information, fact or circumstance pursuant to any Law (without limiting any other obligation of the PS Developer in relation to the information, fact or circumstance); and
    - (B) the PS Developer is aware of that notification obligation of the Principal; or
  - (iii) notifies any Authority of any matter pursuant to any Law which is in any way connected with the OSD Works or the Construction Site or the carrying out of the OSD Works, in which case the PS Developer must give the Principal a copy of such notification and of any subsequent correspondence with the Authority in relation to the subject of the notification; and
- (d) **(copies to the Principal)** give the Principal's Representative copies of:
  - (i) all notices that the PS Developer (or its Associates) gives to any Authority at the time or before it submits such notices to an Authority;
  - (ii) all documents (including Approvals and other notices) that any Authority issues to the PS Developer (or its Associates); and
  - (iii) any other material communications between the PS Developer (or its Associates) and an Authority,in connection with or arising from the carrying out of the OSD Works.

## 7.2 Change in Law

Subject to clause 38.4 (*Stamp duty reimbursement*), the PS Developer agrees that:

- (a) **(acceptance of risk)** it accepts all risk in relation to any Change in Law; and
- (b) **(no relief)** a Change in Law will not relieve the PS Developer from, or alter or affect, the PS Developer's Liabilities, obligations or responsibilities whether under this deed or otherwise according to Law.

## 7.3 Approvals

- (a) **(Obligations)** The PS Developer must:
  - (i) **(obtain and maintain)** obtain and maintain all Approvals required to perform the obligations of the PS Developer, except for the Principal Approvals;

- (ii) **(comply with conditions)** comply with, carry out and fulfil (or procure the compliance with, carrying out or fulfilment of) the conditions and requirements of all Approvals, including those conditions and requirements which the Principal is, under the terms of the Approvals, required to comply with, carry out or fulfil (unless and to the extent that it is only possible for the Principal to comply with, carry out or fulfil those conditions or requirements and the Principal will comply with, carry out or fulfil those conditions or requirements at the Cost of the PS Developer to the extent they relate to or are required for the OSD Works); and
- (iii) **(provide assistance)** provide the Principal with such assistance as may be reasonably required by the Principal to enable the Principal to:
  - (A) obtain any Principal Approvals which are to be obtained by the Principal after the date of this deed; or
  - (B) subject to clause 7.3(a)(ii), satisfy or fulfil the conditions and requirements of Approvals which must be satisfied or fulfilled by the Principal.
- (b) **(Acceptance of risk)** The PS Developer accepts all risk arising out of or in connection with obtaining all Approvals required for the OSD Project, including the risk of appeals or modifications to such Development Consents and Approvals (other than the Principal Approvals).

7.4 **Concept SSD Consent**

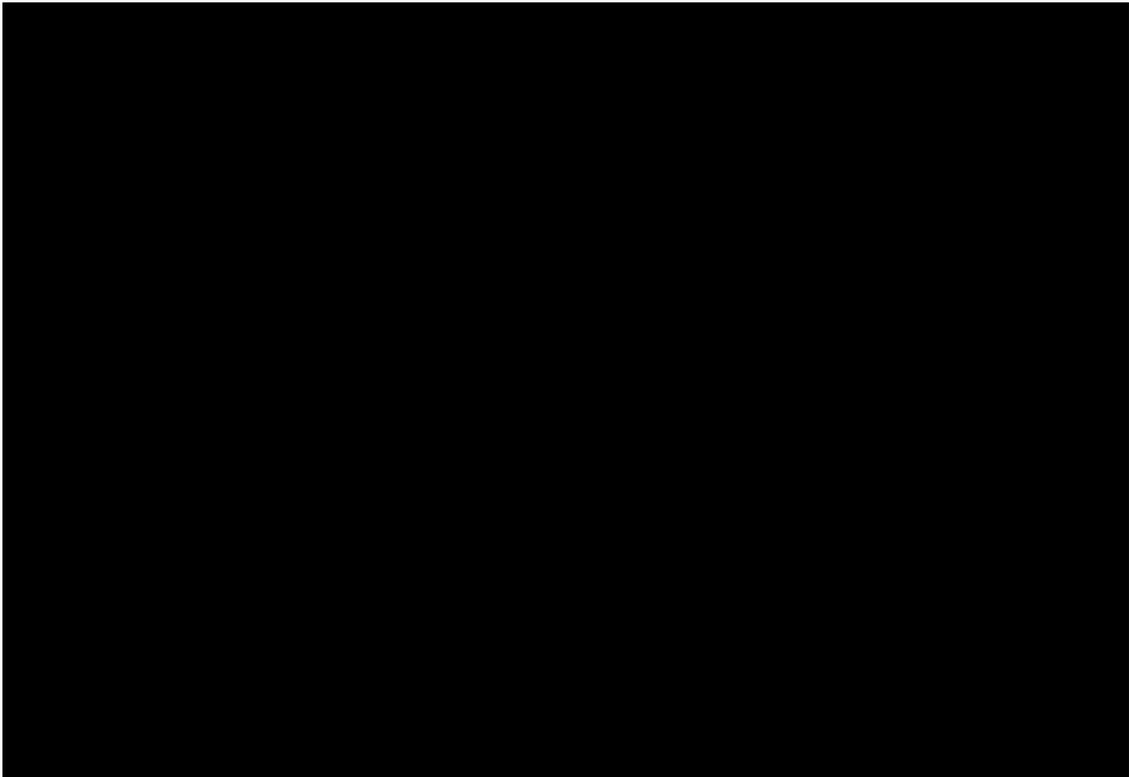
- (a) **(Copy of Concept SSD Consent)** Prior to the date of this deed, the Principal received the Original Concept SSD Consent and provided the PS Developer with a copy of the Original Concept SSD Consent.
- (b) **(No Liability)** Subject to clause 7.4A(b) (*Principal's obligations after Original Concept SSD Consent granted*) and clause 7.5 (*Third Party Appeals to the grant of the Concept SSD Consent*), the Principal has no Liability to the PS Developer by reason of the form and content of the Concept SSD Consent (including any Modified Concept SSD Consent).

7.4A **Principal's obligations after Original Concept SSD Consent granted**

- (a) **(Principal's Modified Concept SSD Application)** Prior to the date of this deed, the Principal lodged the Principal's Modified Concept SSD Application.
- (b) 

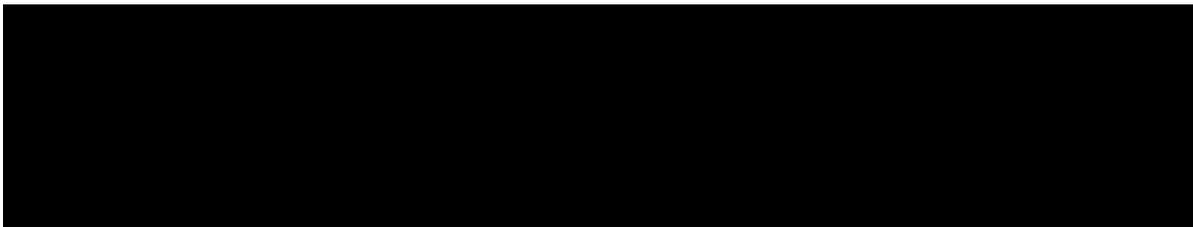


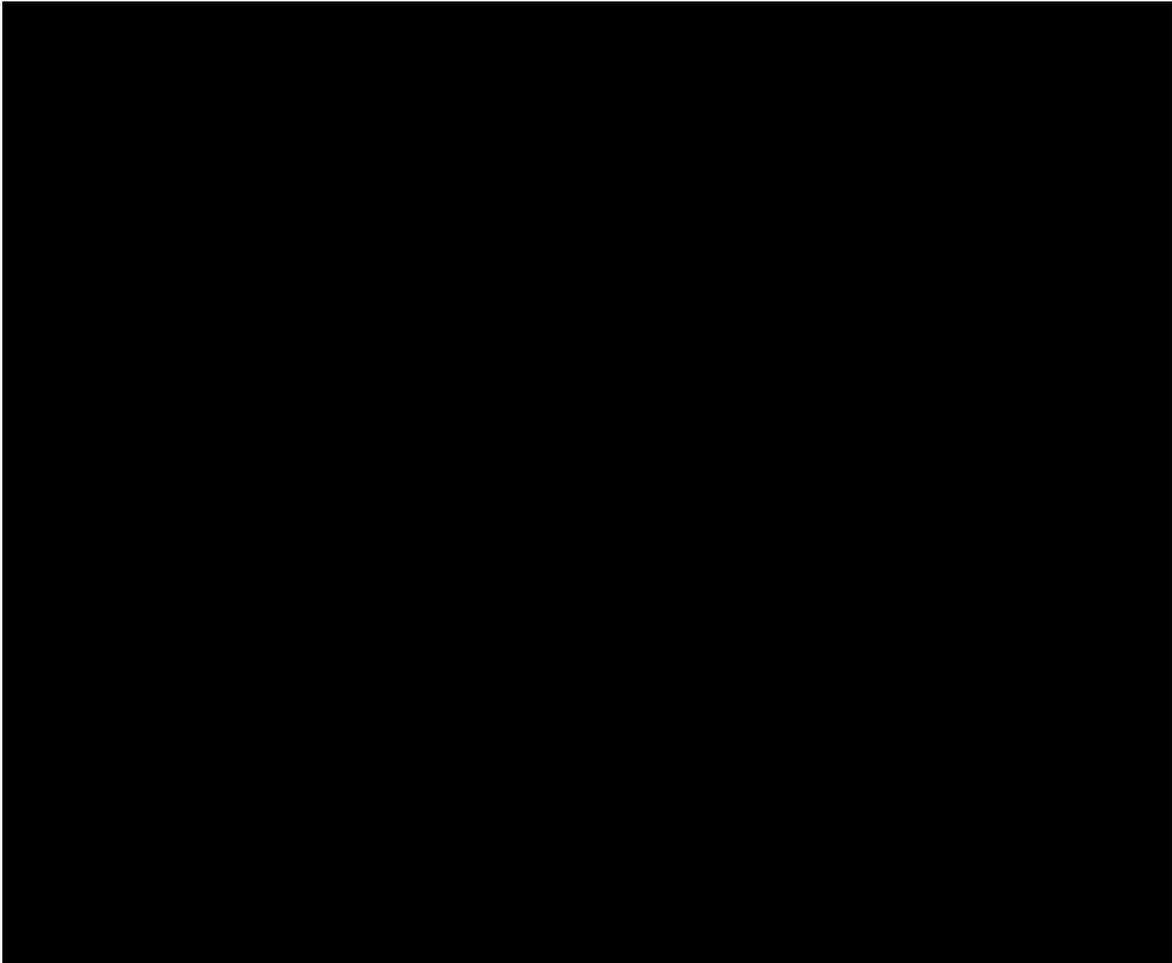
7.5



7.6 **PS Developer Applications and PS Developer Approvals**

- (a) **(Prepare and progress PS Developer Applications)** The PS Developer must prepare and progress the PS Developer Applications in accordance with clauses 3.1 and 3.2 of Schedule A5 (*Planning Applications and Approvals*).
- (b) **(PS Developer Approvals)** The provisions of clauses 3.3 to 3.6 of Schedule A5 (*Planning Applications and Approvals*) apply to any Approval which is granted.
- (c) **(Process to apply to any Application)** The provisions of clauses 3.1 and 3.2 of Schedule A5 (*Planning Applications and Approvals*) and this clause 7.6 apply to any Application by the PS Developer where the Principal's consent is required in its capacity as owner of the Principal's Land or to a modification of any Development Consent proposed by the PS Developer as if references to "PS Developer Application" are to the relevant Application.





**7.8 South Retail**

Prior to the date of this deed, the Principal:

- (a) at the request of the PS Developer, undertook a consistency assessment to identify whether the space provisioning for the South Retail (and not the fitout or operation of the South Retail) is consistent with the CSSI Approval; and
- (b) following completion of the consistency assessment, notified the PS Developer in writing that the space provisioning for the South Retail (and not the fitout or operation of the South Retail) is consistent with the CSSI Approval.

**8. GOVERNANCE AND ADMINISTRATION**

**8.1 Principal's Representative**

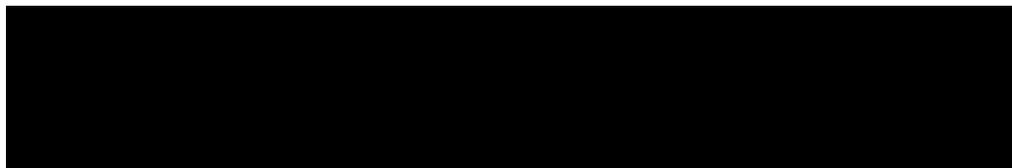
- (a) The Principal's Representative will carry out all of its functions under this deed as the agent of the Principal (and not as an independent certifier, assessor or valuer).
- (b) The PS Developer must comply with, and procure that its Subcontractors comply with, all Directions given by the Principal's Representative in accordance with this deed.

## 8.2 Appointees of the Principal's Representative

- (a) **(Principal appointees)** The Principal's Representative:
  - (i) may by written notice to the PS Developer, appoint persons to exercise any of the functions of the Principal's Representative under this deed;
  - (ii) must not appoint more than one person to exercise a specific function at any one time;
  - (iii) may, subject to clause 8.2(c), vary or revoke any appointment under clause 8.2(a)(i) by written notice to the PS Developer; and
  - (iv) may continue to exercise a function under this deed despite appointing another person to exercise the function under clause 8.2(a)(i) (provided that any Directions of the Principal's Representative take precedence over those of any other representatives to the extent of any inconsistency).
- (b) **(References include appointees)** All references in this deed to the Principal's Representative include a reference to an appointee under clause 8.2(a)(i).
- (c) **(Representative under OSD PDA (North OSD))** The Principal may replace the Principal's Representative under this deed provided:
  - (i) the Principal provides written notice to the PS Developer's Representative of such replacement; and
  - (ii) the Principal also replaces the Principal's Representative (as that term is defined in the OSD PDA (North OSD)) with the same person being appointed under this deed.

## 8.3 PS Developer's Representative

- (a) **(Appointment)** The PS Developer must ensure that at all times from the date of this deed until the date of completion of the Residential Sale Contract there is a PS Developer's Representative.
- (b) **(Communications in English)** All communications by the PS Developer's Representative must be in the English language.
- (c) **(Authority)** The PS Developer's Representative, and any replacement, at all times has or will have authority to act on behalf of the PS Developer in respect of this deed.
- (d) **(Representative under OSD PDA (North OSD))** The PS Developer may replace the PS Developer's Representative under this deed provided:
  - (i) the PS Developer provides written notice to the Principal's Representative of such replacement; and



8.4 **PS Developer's acknowledgement**

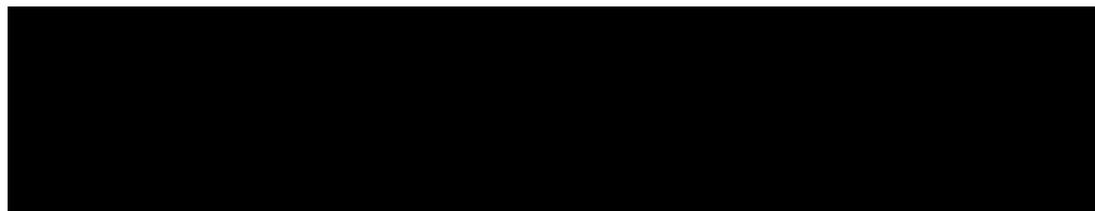
- (a) **(PS Developer is bound)** Any notice, consent, approval or other communication given or sighted by the PS Developer's Representative or any PS Developer's Representative's delegate will bind the PS Developer.
- (b) **(Knowledge of the PS Developer)** All matters within the knowledge of the PS Developer's Representative or any PS Developer's Representative's delegate will be deemed to be within the knowledge of the PS Developer.
- (c) **(Directions deemed to be given to the PS Developer)** Any Directions given by the Principal's Representative, or by a delegate appointed under clause 8.2(a) (*Appointees of the Principal's Representative*) on behalf of the Principal's Representative, to any PS Developer's Representative or PS Developer's Representative's delegate, will be deemed to have been given to the PS Developer.

8.5 **Release in favour of Principal's Representative**

- (a) **(No Liability for representative)** Neither the Principal's Representative nor any delegates will have any Liability to the PS Developer in relation to or in connection with this deed.
- (b) **(No reliance for the Principal/PS Developer)** Nothing in clause 8.5(a) releases:
  - (i) the Principal from any Liability it would otherwise have to the PS Developer arising out of the conduct of the Principal's Representative and any of the Principal's Representative's delegates; or
  - (ii) the PS Developer from any Liability it would otherwise have to the Principal arising out of the conduct of the PS Developer's Representative and any of the PS Developer's Representative's delegates.

8.5A **Replacement of Executive Negotiators**

- (a) The PS Developer and the Principal have each appointed the Executive Negotiators for the purposes of this deed.
- (b) The Principal may replace its Executive Negotiator under this deed provided the Principal also replaces the Executive Negotiator (as that term is defined in the OSD PDA (North OSD)) under the OSD PDA (North OSD) with the same person being appointed under this deed.



8.6 **Approved Engineer and Residential Surveyor**

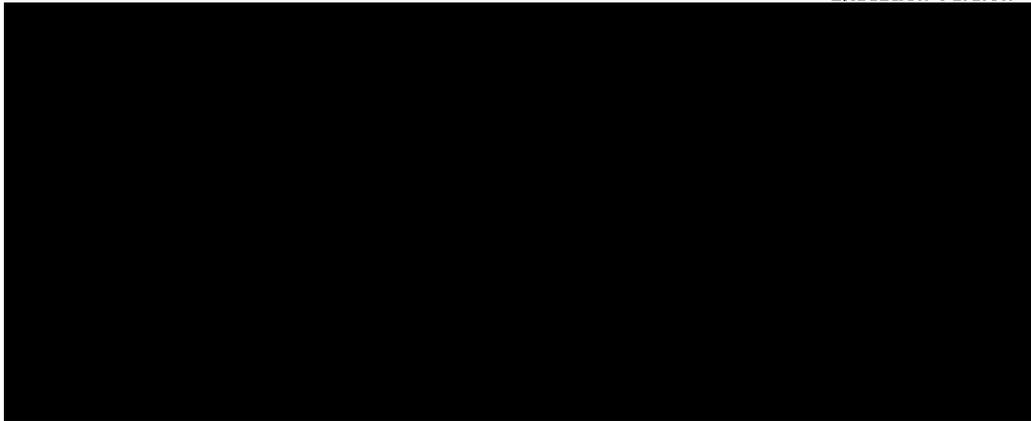
- (a) **(Engagement)** The PS Developer must:
  - (i) engage each Approved Engineer and the Residential Surveyor at the PS Developer's Cost; and
  - (ii) not engage or replace an Approved Engineer or the Residential Surveyor without the prior written consent of the Principal (which must not be unreasonably withheld or delayed).

- (b) **(Skill, qualifications and experience)** The PS Developer warrants that:
- (i) an Approved Engineer and its replacement Approved Engineer has:
    - (A) at least the qualifications, experience and expertise described in part A of Schedule A14 (*Requirements of Approved Engineer and Residential Surveyor*) as required for the role being performed;
    - (B) the requisite experience and skill to perform the role of Approved Engineer in accordance with clause 8.6(c)(i); and
    - (C) subject to clause 8.6(k), has effected professional indemnity insurance policies which are subject to the usual terms and conditions that apply to such a policy and which provide cover for at least [REDACTED] for one claim or in the aggregate during any one period of insurance; and
  - (ii) the Residential Surveyor and any replacement Residential Surveyor has:
    - (A) at least the qualifications, experience and expertise described in part B of Schedule A14 (*Requirements of Approved Engineer and Residential Surveyor*);
    - (B) the requisite experience and skill to perform the role of the Residential Surveyor in accordance with clause 8.6(c)(ii); and
    - (C) has effected professional indemnity insurance policies which are subject to the usual terms and conditions that apply to such a policy and which provide cover for at least [REDACTED] for one claim or in the aggregate during any one period of insurance.
- (c) **(Role)** The PS Developer must procure that each person performing the role of:
- (i) the Approved Engineer under this deed:
    - (A) provides an Approved Engineer's Certificate (Pre-Commencement) which independently certifies that:
      - (aa) the OSD Works as shown in the Final Plans and Specifications  
[REDACTED]
      - (bb) the following considerations and strategies are in place to the relevant Approved Engineer's satisfaction:
        - (a) induced movement and any cracking caused by the OSD and the OSD Works is considered in the design and structural monitoring strategy for the Station Project Works and the Pitt Street Station; and
        - (b) the adverse effects of stray currents and electrolysis caused by the OSD and the OSD Works is considered in the design and electrolysis mitigation and monitoring strategy for the Station Project Works and the Pitt Street Station; and

- (B) provides an Approved Engineer's Certificate (Post-Completion) which independently certifies that:
  - (aa) the OSD, [REDACTED]
  - (bb) all the strategies referred to in the Approved Engineer's Certificate (Pre-Commencement) have been fully implemented and that the required documented evidence is in place to satisfy this; and
- (ii) the Residential Surveyor under this deed, provides a Residential Surveyor's Certificate (Pre-Commencement) which independently certifies that the Residential OSD Works as shown in the Final Plans and Specifications will comply with the Residential OSD Works Requirements.
- (d) **(Independence)** The PS Developer must:
  - (i) ensure that:
    - (A) not used;
    - (B) an Approved Engineer and the Residential Surveyor are not employees of the PS Developer, the D&C Contractor or the Principal [REDACTED]
    - (C) all advice and comments (including drafts and calculations) provided by an Approved Engineer and the Residential Surveyor to the PS Developer or the D&C Contractor are in writing and retained as a record; and
  - (ii) upon request, provide the Principal's Representative with any advice or comments referred to in clause 8.6(d)(i)(C).
- (e) **(Provision of information)** The PS Developer must:
  - (i) allow each Approved Engineer and the Residential Surveyor to attend design meetings;
  - (ii) allow access or procure access for an Approved Engineer and the Residential Surveyor to the Construction Site and all places at which the OSD Works and OSD Enabling Works (South) are being undertaken; and
  - (iii) provide an Approved Engineer and the Residential Surveyor with all information and documents as may be:
    - (A) necessary or reasonably required for an Approved Engineer and the Residential Surveyor to perform their roles under this deed; or
    - (B) requested by an Approved Engineer or the Residential Surveyor or directed by the Principal's Representative.
- (f) **(No Claim)** Nothing that an Approved Engineer or the Residential Surveyor does or fails to do pursuant to the purported exercise of its functions will give rise to any Liability from the Principal to the PS Developer.

- (g) **(Deed Poll)** The PS Developer must procure that each Approved Engineer and the Residential Surveyor executes a deed poll in favour of the Principal in the form of the deed poll in Schedule A26 (*Certification Deed Poll*) prior to the PS Developer commencing work on the Construction Site.
- (h) **(Not approval or evidence)** No certification or determination by an Approved Engineer or the Residential Surveyor will:
  - (i) constitute an approval by the Principal of the PS Developer's performance of its obligations under this deed;
  - (ii) be taken as an admission or evidence that the OSD Works or any other matters certified or determined by an Approved Engineer or the Residential Surveyor comply with this deed; or
  - (iii) prejudice any rights or powers of the Principal under this deed or otherwise according to Law, including any rights which the Principal may have in respect of Defects in the OSD Works.
- (i) **(Certification):**
  - (i) the Principal acknowledges that that the PS Developer may provide:
    - (A) more than one Approved Engineer's Certificate (Pre-Commencement)  
[REDACTED]
    - (B) more than one Approved Engineer's Certificate (Post-Completion) [REDACTED]  
[REDACTED]
  - (ii) the PS Developer must provide a certificate at the same time as it submits to the Principal:
    - (A) the Approved Engineer's Certificate (Pre-Commencement), which  
[REDACTED]
    - (B) the Approved Engineer's Certificate (Post-Commencement), [REDACTED]  
[REDACTED]
- (j) **(No liability for acts)** No act or omission of an Approved Engineer or the Residential Surveyor, including any certification or determination by an Approved Engineer or the Residential Surveyor:
  - (i) is an act or omission by the Principal (including a breach of contract) under or in connection with the PS OSD Contract Documents; or
  - (ii) without limiting clause 8.6(h), will give rise to any Liability from the Principal to the PS Developer.

[REDACTED]



- (iii) provide cover for at least [REDACTED] for one claim or in the aggregate during any one period of insurance in satisfaction of the "Approved Engineer's" obligations under clause 8.6(b)(i)(C) of the OSD PDA (North OSD); and
- (iv) covers claims made against the Approved Engineer under the Certification Deed Poll for both the OSD Works and the OSD Works (North),

then the Approved Engineer is not separately required to effect a further policy of professional indemnity insurance under this deed and the PS Developer will have satisfied the requirements of clause 8.6(b)(i)(C).

**8.7 Project Control Group**

- (a) **(Establishment of Project Control Group)** The PS Developer must establish, and comply with the requirements in respect of, the Project Control Group contemplated in Schedule B1 (*Governance Groups*).
- (b) **(Effect of Project Control Group)** The Project Control Group is consultative and advisory only and nothing which occurs during a meeting of any such group will:
  - (i) affect the rights or obligations of any party under the PS OSD Contract Documents;
  - (ii) give rise to any Liability from the Principal to the PS Developer or from the PS Developer to the Principal;
  - (iii) relieve a party from, or alter or affect, a party's Liabilities or responsibilities whether under this deed or otherwise according to Law;
  - (iv) prejudice a party's rights against the other whether under this deed or otherwise according to Law; or
  - (v) be construed as a Direction by a party to do or not do anything.

**8.8 Principal interface with the D&C Contractor**

- (a) **(Attendance at meetings)** If required by the Principal's Representative, the PS Developer must procure that representatives of the D&C Contractor attend any meeting, forum or working group that is contemplated by or established in connection with this deed.

- (b) **(Notices and correspondence)** The Principal may (but is not obliged to) at any time:
  - (i) copy the D&C Contractor on any notice or other communication that is issued by the Principal to the PS Developer under or in connection with any PS OSD Contract Document; or
  - (ii) consult directly with the D&C Contractor in relation to any part of the carrying out of the OSD Works that has been subcontracted to the D&C Contractor.

#### 8.9 Exchange of information between government agencies

- (a) **(Authorisation)** The PS Developer authorises the Principal and its Associates to make information concerning the PS Developer or the OSD Project available to NSW government departments or agencies. Such information may include any information provided by the PS Developer to the Principal and any information relating to the PS Developer's performance under this deed.
- (b) **(Future opportunities)** The PS Developer acknowledges that any information about the PS Developer or the OSD Project from any source, including substantiated reports of unsatisfactory performance, may be taken into account by the Principal and NSW government departments and agencies in considering whether to offer the PS Developer or any Related Entity of the PS Developer future opportunities for NSW government work.

#### 8.10 Reports on progress and information

- (a) **(Progress Reports)** The PS Developer must provide reports to the Principal's Representative in accordance with and at the times required by Schedule A11 (*Progress Reports*).
- (b) **(Other information)** The PS Developer must promptly give the Principal such other information relating to the OSD Works or compliance by the PS Developer of its obligations under this deed as the Principal may reasonably require from time to time.

#### 8.11 Key Personnel

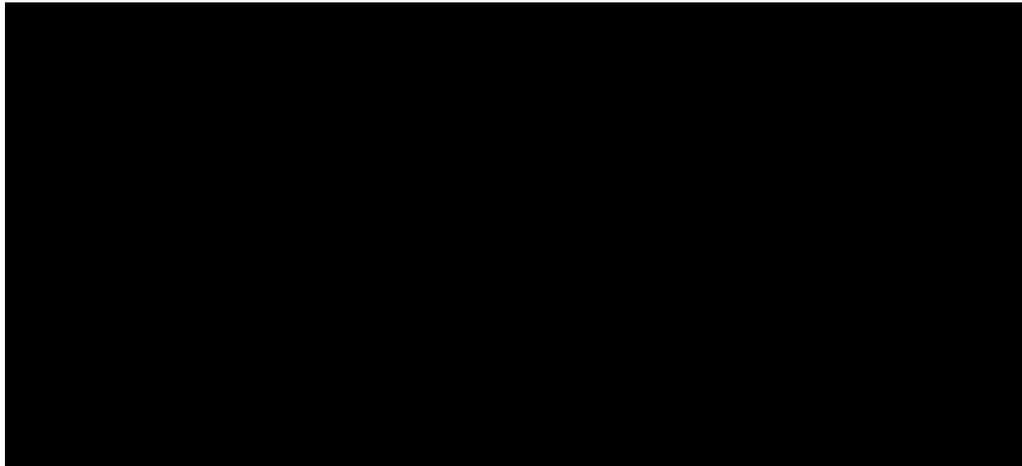
The PS Developer must use all reasonable endeavours to ensure that persons with sufficient skill and experience to facilitate the execution of the OSD Project in accordance with the PS OSD Contract Documents are appropriately engaged in the implementation of the OSD Project, including persons with experience in the areas of designing, planning, leasing and delivering commercial developments. The PS Developer must provide to the Principal reasonable details of such persons as well as notice (within a reasonable period) of any material changes to such persons where such change occurs prior to the Date of Completion.

### 9. ACCESS AND CONSTRUCTION SITE

#### 9.1 Rights to land

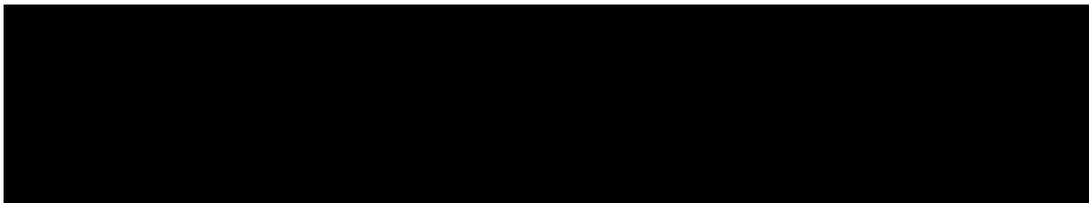
- (a) **(Construction Site)** The Principal grants to the PS Developer, and the PS Developer accepts the grant of, a licence to access the Construction Site in accordance with clauses 9.2 (*Access to the Construction Site on or after the Site Access Date*) to 9.6 (*Principal's right of entry to Construction Site*) (inclusive).

(b)



9.2 **Access to the Construction Site on or after the Site Access Date**

- (a) **(Principal to give access)** The Principal must:
  - (i) give the PS Developer access to each part of the Construction Site by no later than the relevant Site Access Date;
  - (ii) give the PS Developer access to the relevant part of the Construction Site prior to the Site Access Date where it has given the PS Contractor early access to the equivalent part of the Station Construction Site pursuant to the Station Delivery Deed; and
  - (iii) thereafter continue to allow the PS Developer to access the Construction Site on the terms of this deed.



- (c) **(Delay)** Delay in providing access to the relevant part of the Construction Site will not be a breach of this deed, but will entitle the PS Developer to claim:
  - (i) an extension of time in accordance with clause 20.6 (*Extensions of time*); and



9.3 **Period and terms of Construction Licence**

- (a) **(Period of Construction Licence)** Each Construction Licence:
  - (i) commences on the applicable Construction Licence Commencement Date; and
  - (ii) terminates on the earlier of:
    - (A) completion of the Residential Sale Contract;
    - (B) the date of termination of this deed; and

(C) in respect of the Construction Site (South Site), the commencement of the Construction Licence in relation to the Construction Site (South Development Site).

(b) **(Terms of access)** The Construction Licence:

- (i) is a non-exclusive licence to the PS Developer (which may be sub-licensed to the D&C Contractor);
- (ii) is personal in nature;
- (iii) does not create any entitlement or interest in the Construction Site;
- (iv) is granted to the PS Developer solely for the purpose of:
  - (A) procuring the carrying out of the OSD Works;
  - (B) performing its other obligations under the PS OSD Contract Documents;
  - (C) designing and performing, or procuring the design and performance of, any PS Developer's Fitout Works in the OSD; and
  - (D) permitting the PS Contractor to carry out the PS Contractor's Activities;
- (v) is subject to the PS Developer complying with clauses 6.2 (*Work health and safety*), 6.3 (*Principal contractor*), 7.1 (*Compliance with Laws*), 7.3 (*Approvals*), 9.5 (*Access to the Construction Site*), 9.8 (*Existing Operations*), 9.9 (*Encumbrances*), 11.3 (*Cooperation and co-ordination with Interface Contractors*), 29.4 (*PS Developer's Insurance obligations*) and Schedule D1 (*Site Access Schedule*); and
- (vi) is subject to the rights of the Principal and its Associates to access the Construction Site pursuant to clause 9.6 (*Principal's right of entry to Construction Site*), clause 24.4(b) (if applicable) and clause 1.3 of Schedule A25 (*Termination of Station Delivery Deed*).

#### 9.4 Licence Fees

- (a) **(Licence Fees)** In consideration of the grant of the Construction Licence, the PS Developer must pay to the Principal the Licence Fee for each month (or part thereof) during which the PS Developer was provided access to the Construction Site. The obligation to pay the Licence Fee ceases on the date of termination of the Construction Licence in accordance with clause 9.3(a)(ii) (*Period and terms of Construction Licence*).
- (b) **(Payment)** The PS Developer must pay the Licence Fee to the Principal within 10 Business Days after the end of each month during which the PS Developer was provided access to the Construction Site.
- (c) **(Principal to waive)** The Principal waives the requirement for the PS Developer to pay the Licence Fee for the period [REDACTED]

#### 9.5 Access to the Construction Site

- (a) **(Access routes)** The PS Developer must access the Construction Site only at the points of entry and exit and using the routes for ingress and egress set out in the Construction and Site Management Plan.

- (b) **(PS Developer responsibility)** The PS Developer:
- (i) acknowledges that the Principal has not secured rights of access over the routes for ingress and egress set out in the Construction and Site Management Plan; and
- [REDACTED]
- (c) **(No Liability)** The Principal will have no Liability to the PS Developer in connection with routes for ingress and egress, or failure to gain or delay in gaining ingress to or egress from the Construction Site.

9.6 **Principal's right of entry to Construction Site**

- (a) **(Principal's rights)** Without limiting any other rights of the Principal to access the Construction Site, the Principal (and any person authorised by the Principal, including any Interface Contractor) may, at any time before the date of completion of the Residential Sale Contract, enter the Construction Site and any other premises where the OSD Works are being carried out, for:
- (i) in the case of the Principal, the purpose of:
    - (A) observing or inspecting (but not co-ordinating or supervising) the carrying out of the OSD Works;
    - (B) monitoring (but not co-ordinating or supervising) compliance by the PS Developer or the PS Contractor with their respective obligations under any of the PS OSD Contract Documents or the PS Station Contract Documents and any Project Plan;
    - (C) exercising any right or performing any obligation which the Principal has under any PS OSD Contract Document or under any PS Station Contract Document; or
    - (D) any other purpose connected with Sydney Metro City & Southwest; and
  - (ii) in the case of an Interface Contractor, carrying out Interface Work.
- (b) **(PS Developer's assistance)** The PS Developer must:
- (i) co-ordinate the PS Developer's activities so they do not interfere with the exercise by the Principal of its rights of entry; and
  - (ii) provide the Principal with every reasonable facility and other assistance necessary for any inspection by the Principal.

9.7 **Access to the South Station Lot by the PS Developer**

- (a) **(Request for access)** If the PS Developer requires access to the South Station Lot after the Station Date of Completion for the purpose of procuring the carrying out of the OSD Works or performing its obligations under this deed, the PS Developer must give the Principal no less than 10 Business Days' prior written notice, together with details of:
- (i) the area of the South Station Lot to which access is required;

- (ii) the proposed access period and proposed time of the day;
- (iii) the reason access to the South Station Lot is required, including all activities that the PS Developer and its Associates will undertake in the South Station Lot; and
- (iv) the details of the PS Developer's Associates who will be accessing the South Station Lot and the tools and equipment that the PS Developer and its Associates propose to bring on site,

**(Station Access Notice).**

- (b) **(Principal to consider request to access)** The Principal must provide a notice in writing to the PS Developer as soon as reasonably practicable but in any event no later than 10 Business Days after receiving a Station Access Notice stating that either:
  - (i) the PS Developer may access the area of the South Station Lot identified in the Station Access Notice on the terms set out in the Station Access Notice and other conditions specified by the Principal; or
  - (ii) the PS Developer may not access the South Station Lot.
- (c) **(Not unreasonably withheld)** The Principal cannot unreasonably withhold its consent to allow access to the South Station Lot under clause 9.7(b)(ii).
- (d) **(PS Developer's obligations)** If the PS Developer accesses the South Station Lot after the Principal grants such access under clause 9.7(b)(i), the PS Developer:
  - (i) acknowledges that:
    - (A) the Principal will appoint a principal contractor in respect of the South Station Lot and, if requested by the Principal's Representative, the PS Developer must execute a deed poll in favour of that principal contractor in the form of Schedule A18 (*Site Interface Deed Poll*); and
    - (B) the carrying out of the OSD Works interfaces with the Interface Works and the Interface Contractors may be executing work on parts of the South Station Lot at the same time the OSD Works are being carried out; and
  - (ii) must:
    - (A) procure that the Subcontractors at all times fully cooperate, coordinate and interface the carrying out of the OSD Works with any Interface Contractors executing work on parts of the South Station Lot;
    - (B) at all times comply and ensure that its Associates comply with the Directions of the Principal's Representatives in relation to such access; and
    - (C) at all times procure the carrying out of the OSD Works so as to minimise any interference with or disruption or delay to the Interface Works and use of the Pitt Street Station by Customers (where relevant).

- (e) **(No Liability)** The PS Developer:
  - (i) bears all risks associated with the PS Developer and its Associates accessing the South Station Lot pursuant to this clause 9.7; and
  - (ii) releases the Principal and the Principal's Associates from any Loss or Claims arising out of or in connection with the PS Developer exercising its right of access to the South Station Lot under this clause 9.7 (including complying with any Directions of the Principal's Representative) or the Principal's decision to withhold access in accordance with clause 9.7(b)(ii).

## 9.8 Existing Operations

- (a) **(Existing Operators)** The PS Developer acknowledges that:
  - (i) Existing Operators and other persons must continue their Existing Operations during the course of carrying out of the OSD Works; and
  - (ii) the routes of ingress to and egress from the Construction Site are used by Existing Operators and other persons and will not be available exclusively to the PS Developer.
- (b) **(Risk)** The PS Developer must procure the co-ordination and supervision of, and bear the risk of such co-ordination and supervision of, its access to and from the Construction Site with any other relevant persons and entities (including Existing Operators) that use the routes for ingress to and egress from the Construction Site and any delay and disruption to the carrying out of the OSD Works which arises from any Existing Operations.
- (c) **(Compliance)** The PS Developer must comply with the Principal's Representative's reasonable Directions in connection with the Existing Operations (including access to and use of the Construction Site) where the Direction is necessary to meet the requirements of an Authority exercising its statutory functions or powers and comply with all policies, procedures and rules of the Principal applying from time to time (as notified in writing by the Principal) in respect of the Existing Operations (including in relation to work health and safety and/or the Environment).
- (d) **(No Liability)** The Principal will have no Liability to the PS Developer in relation to:
  - (i) the PS Developer's obligations under this clause 9.8;
  - (ii) any Direction given by the Principal's Representative in accordance with clause 9.8(c); or
  - (iii) any act, omission or requirement of an Existing Operator.
- (e) **(Associates)** The PS Developer must ensure that its Associates, in performing the obligations of the PS Developer or exercising any rights of the PS Developer, including carrying out the OSD Works, at all times comply with this clause 9.8.

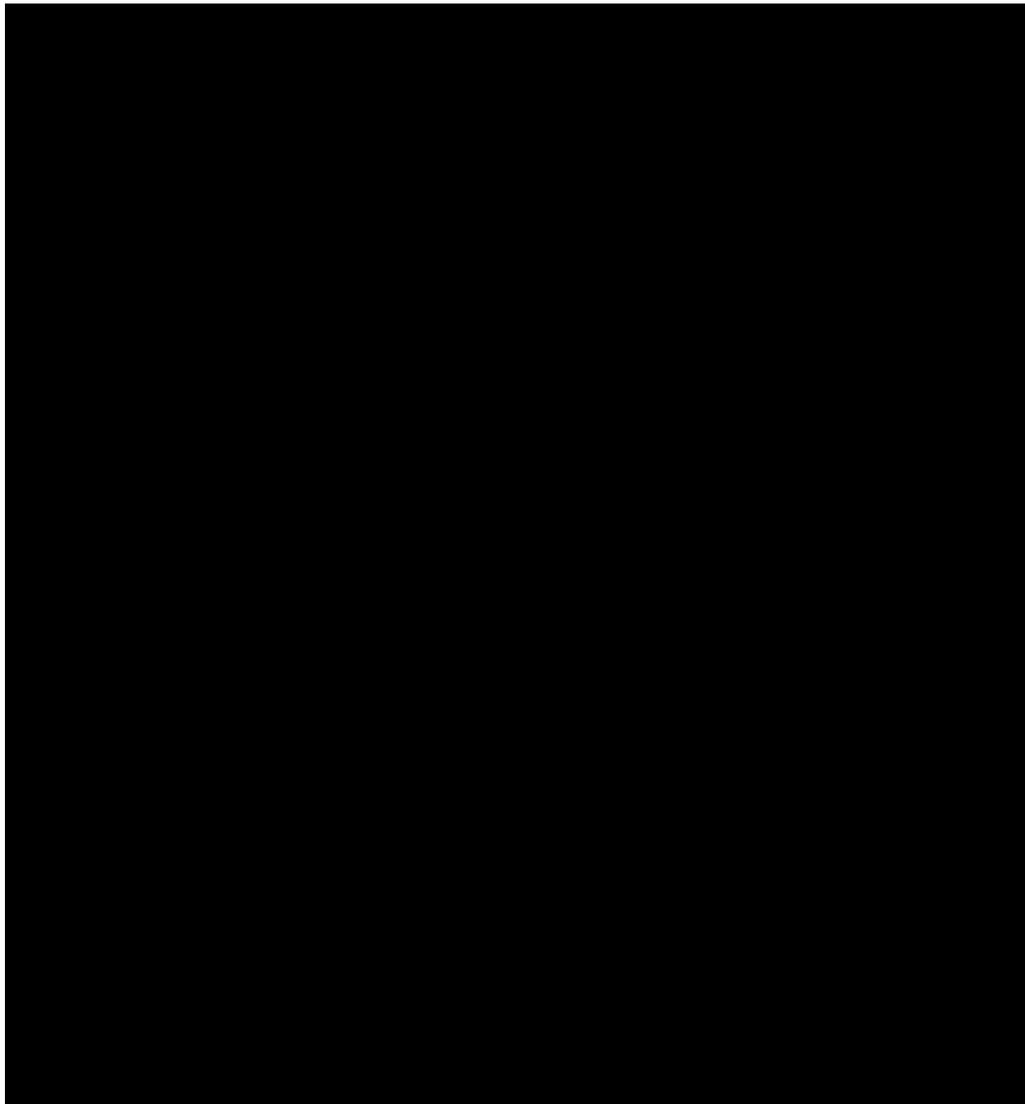
## 9.9 Encumbrances

- (a) **(Existing Encumbrances)** The Principal must ensure that, in respect of a Construction Site on the relevant Construction Licence Commencement Date, that Construction Site will only be affected by:
  - (i) the Covenant and any associated caveat registered by the Principal; and
  - (ii) any Encumbrance created pursuant to clause 9.9(c) or licence or right of occupation granted by the Principal to Interface Contractors in accordance

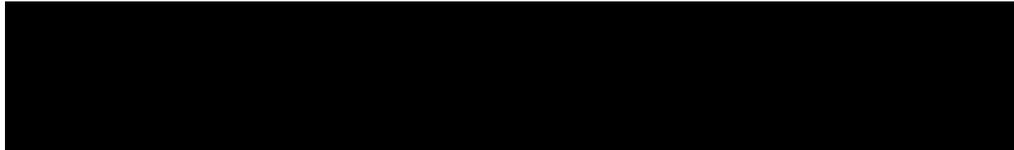
with clause 11.3(a)(iv) (*Cooperation and co-ordination with Interface Contractors*).

- (b) **(Compliance)** The PS Developer must, at its Cost, comply with any Encumbrances burdening or benefiting the Construction Site as if the PS Developer were the owner of that land.
- (c) **(Principal may create)** The Principal may, at any time, and from time to time, create or permit the creation on the title to the Construction Site:
  - (i) any Encumbrance necessary, in the opinion of the Principal, to enable the construction, operation and/or maintenance and repair of Sydney Metro City & Southwest (including the Pitt Street Station); and
  - (ii) any Encumbrance required by an Authority.
- (d) **(Principal to provide notice)** The Principal must promptly provide the PS Developer with written notice of any proposed Encumbrance to be created in accordance with clause 9.9(c), and its proposed terms.

(e)



(f)



(g) **(Principal must consult)** After the date of this deed, if the Principal proposes to create, or permit the creation of Encumbrances pursuant to clause 9.9(c):

- (i) to burden or affect that part of the Principal's Land that will be Subdivided to create the Residential Lot; or
- (ii) to burden or affect the Residential Lot; or
- (iii) not used; or
- (iv) which will prevent the PS Developer from complying with its obligations under this deed; or



the Principal must meet with the PS Developer and discuss the proposed Encumbrance, the terms of the proposed Encumbrance

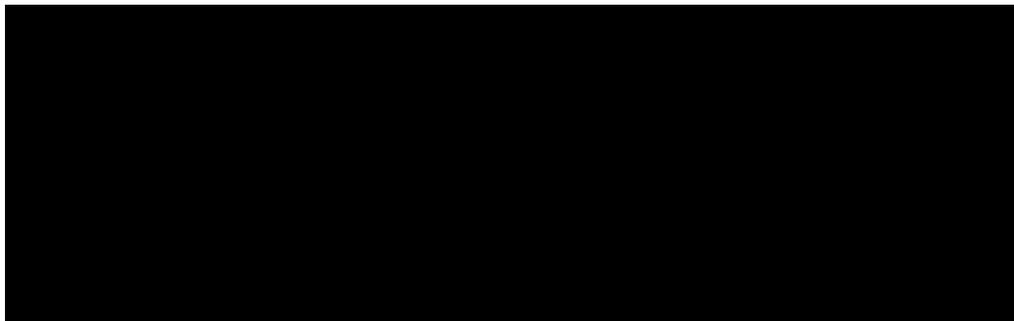


within 10 Business Days of receipt of a notice served under clause 9.9(d) before creating or permitting the creation of Encumbrances in accordance with clause 9.9(c), unless it is a licence or right of occupation granted by the Principal to Interface Contractors in accordance with clause 11.3(a)(iv) (*Cooperation and co-ordination with Interface Contractors*). If the PS Developer refuses or neglects to meet with the Principal within 10 Business Days of receipt of a notice served under clause 9.9(d), the Principal may proceed to create, or permit the creation of, the proposed Encumbrance.

(h) **(Removal of Encumbrances)** Without limiting any other provision in this clause 9.9, if the Principal has created an Encumbrance on the title to the Principal's Land (excluding the Station Lots) in favour of the Principal and solely to enable the construction of Sydney Metro City & Southwest (including the Pitt Street Station) then if, after the commencement of Sydney Metro City & Southwest operations, the PS Developer requests the Principal to remove that Encumbrance from the title to the relevant land, the Principal must do so promptly and at no cost to the PS Developer.

(i) **(No further Encumbrances)** Except as otherwise provided in this deed (including clause 9.9(c) and clause 11.3(a)(iv) (*Cooperation and co-ordination with Interface Contractors*)), the Principal must not at any time create, or permit the creation of, any Encumbrance or Security Interest in respect of the Construction Site (excluding any part of the Construction Site which comprises or will comprise the Station Lots) after the date of this deed without the consent of the PS Developer (such consent not to be unreasonably withheld or delayed).

(j)



(k)

9.10

10. **PHYSICAL CONDITIONS**

10.1 **Acceptance of site**

(a) **(Acceptance of site)** The PS Developer accepts:

- (i) the Construction Site; and
- (ii) any structures or other things on, above or adjacent to, or under the Construction Site,

in their present condition from time to time, subject to all defects and Site Conditions, and agrees that it is responsible for, and assumes the risk of:

- (iii) all Loss, delay or disruption it suffers or incurs; and
- (iv) any adverse effect on the carrying out of the OSD Works or the OSD Project,

arising out of, or in any way in connection with, any Site Conditions encountered in or on the Construction Site or in the carrying out of the OSD Works and releases the Principal from all Claims and Liabilities in connection with such matters.

(b) **(Examination and investigation)** The PS Developer warrants that, prior to the date of this deed, the PS Developer:

- (i) examined this deed, the PS OSD Contract Documents, the PS North OSD Contract Documents, the Station Delivery Deed, the PS Station Contract Documents, the Construction Site and its surroundings and any other information that was made available in writing by the Principal or any other person on the Principal's behalf, to the PS Developer or its Associates during the tender period;

- (ii) informed itself of all matters relevant to the employment of labour and all industrial matters on the Construction Site;
  - (iii) was given the opportunity prior to entering into this deed to itself undertake, and to request others to undertake, tests, enquiries and investigations:
    - (A) relating to the subject matter of the Information Documents; and
    - (B) for design purposes and otherwise;
  - (iv) had sufficient opportunity to obtain and obtained all necessary legal, geotechnical and other technical advice in relation to the terms of this deed, the PS OSD Contract Documents, the Information Documents, the Site Conditions, as well as the risks, contingencies and other circumstances having an effect on its Tender and the performance of its obligations and its potential Liabilities under the PS OSD Contract Documents;
  - (v) had sufficient access to the Construction Site and its surroundings, undertook sufficient tests, enquiries and investigations, had sufficient information and obtained a sufficient understanding of the risks involved to enable it to make an informed decision regarding the acceptance of risk in relation to Site Conditions, whether or not to enter into the PS OSD Contract Documents and assume the obligations and potential risks and Liabilities which they impose on the PS Developer; and
  - (vi) satisfied itself as to the correctness and sufficiency of its Tender and that it has made adequate allowance for the costs of complying with all of its obligations under the PS OSD Contract Documents and of all matters and things necessary for the due and proper performance and completion of the OSD Works and the PS Developer's obligations under this deed.
- (c) **(No representation or warranty)** The Principal makes no representation and gives no warranty to the PS Developer or its Associates in respect of:
- (i) the Site Conditions which may be encountered during the execution of the OSD Works or otherwise in respect of the condition of:
    - (A) the Construction Site and its surroundings; or
    - (B) any structure or other thing on, under, above or adjacent to the Construction Site;
  - (ii) the adequacy or suitability of the Construction Site for the OSD Works; or
  - (iii) the existence, location, condition or availability of Utility Services on, under, above, adjacent to or related to the Construction Site.

## 10.2 Information Documents

- (a) **(No warranty)** Without limiting clause 10.2(b):
- (i) the PS Developer acknowledges that the Information Documents may be inaccurate, inadequate, incomplete or unsuitable;
  - (ii) the Principal does not warrant, guarantee, assume any duty of care or other responsibility for or make any representation about the accuracy, adequacy, completeness or suitability of the Information Documents;

- (iii) the PS Developer acknowledges that where an Information Document or any part of an Information Document is included in a schedule to this deed, it is included only for the purposes of identification of that document or part of that document (unless it is expressly stated in the document that it forms part of this deed); and
  - (iv) the Principal will have no Liability to the PS Developer or its Associates arising out of or in any way in connection with:
    - (A) the provision of, or the purported reliance upon, or use of, the Information Documents to or by the PS Developer or its Associates or any other person to whom the Information Documents are disclosed; or
    - (B) a failure by the Principal to provide any information to the PS Developer or its Associates, except where such failure is a breach of this deed (for which the PS Developer's only remedy will be a claim for breach of contract).
- (b) **(No reliance)** The PS Developer:
- (i) warrants that it did not in any way rely upon:
    - (A) any Information Document or any other information, data, representation, statement or document made, or provided to the PS Developer or its Associates, by the Principal or anyone on behalf of the Principal or any other information, data, representation, statement or document for which the Principal is responsible or may be responsible whether or not obtained from the Principal or anyone on behalf of the Principal; or
    - (B) the accuracy, adequacy, suitability or completeness of such Information Document or other information, data, representation, statement or document,for the purposes of entering into this deed or procuring the carrying out of the OSD Works;
  - (ii) warrants that it enters into the PS OSD Contract Documents based on its own investigations, interpretations, deductions, information and determinations; and
  - (iii) acknowledges that it is aware that the Principal has entered into this deed relying upon:
    - (A) the warranties, acknowledgements and agreements in clause 10.2(b)(i) and clause 10.2(b)(ii); and
    - (B) the agreements and acknowledgements in the PS Developer's Tender.
- (c) **(Release and indemnity)** The PS Developer releases and indemnifies the Principal from and against:
- (i) any Claim against the Principal by, or Liability of the Principal to, any person; or
  - (ii) (without being limited by clause 10.2(c)(i)) any Loss incurred by the Principal,

arising out of or in any way in connection with:

- (iii) the provision of, or the purported reliance upon, or use of, the Information Documents to or by the PS Developer or its Associates or any other person to whom the Information Documents are disclosed by the PS Developer, or a failure by the Principal to provide any information to the PS Developer or its Associates;
- (iv) any breach by the PS Developer of this clause 10.2; or
- (v) the Information Documents being relied upon or otherwise used by the PS Developer or its Associates, or by any other person to whom the Information Documents are disclosed by the PS Developer, in the preparation of any information or document, including any Information Document which is "misleading or deceptive" or "false and misleading" (within the meaning of those terms in sections 18 and 29 (respectively) of the Australian Consumer Law in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) or any equivalent provision of State or Territory legislation).

10.3 **Native Title Claims and Threatened Species Claims**

(a) **(Commencement of application or claim) If:**

- (i) there is a Native Title Claim; or
- (ii) a Threatened Species Claim is commenced,

which affects any part of the Construction Site and/or the carrying out of the OSD Works, the PS Developer must:

- (iii) continue to perform its obligations under this deed and the other PS OSD Contract Documents unless otherwise:
  - (A) directed by the Principal's Representative;
  - (B) ordered by any court or tribunal; or
  - (C) required by Law;
- (iv) at the request of the Principal, or if required to do so under any Law or by order of a court or tribunal, provide, at its own Cost, all reasonable assistance in connection with dealing with the Native Title Claim or Threatened Species Claim (including giving the Principal and any other person authorised by the Principal access to the Construction Site or that part of the Construction Site that is the subject of the Native Title Claim or Threatened Species Claim when reasonably required by the Principal for that purpose); and
- (v) take all reasonable steps to mitigate any Loss to the Principal in complying with its obligations under clause 10.3(a)(iii).

(b) **(Principal's right to suspend)** For the purposes of clause 10.3(a)(iii)(A), the Principal may by written notice, direct the PS Developer to procure the suspension of the performance of any or all of the OSD Works until such time as the Principal gives the PS Developer further notice.

(c) **(No Liability)** The Principal will have no Liability to the PS Developer as a result of a direction by the Principal under this clause 10.3.

11. **INTERFACE WITH INTERFACE CONTRACTORS**

11.1 **Master Interface Protocols Deed Poll**

- (a) The PS Developer must:
  - (i) within 5 Business Days after receipt of a request from the Principal's Representative, provide to the Principal the Master Interface Protocols Deed Poll, duly executed by the PS Developer; and
  - (ii) at all relevant times comply with the terms of the Master Interface Protocols Deed Poll.
- (b) The Principal will procure that the Operator and each Interface Contractor nominated by the Principal executes a Master Interface Protocols Deed Poll.

11.2 **Cooperation and Integration Deeds**

- (a) The PS Developer must:
  - (i) within 5 Business Days after receipt of a request from the Principal's Representative, provide to the Principal:
    - (A) the Operator Cooperation and Integration Deed; and
    - (B) each Interface Contractor Cooperation and Integration Deed with any Interface Contractor nominated by the Principal,each duly executed by the PS Developer and the D&C Contractor in the number of counterparts required by the Principal; and
  - (ii) at all relevant times comply, and ensure that the D&C Contractor complies, with the terms of the Cooperation and Integration Deeds.
- (b) If the Principal makes a request under clause 11.2(a)(i) for the PS Developer to execute and procure that the D&C Contractor executes:
  - (i) an Operator Cooperation and Integration Deed to which the Operator will be party; or
  - (ii) an Interface Contractor Cooperation and Integration Deed to which any Interface Contractor nominated by the Principal will be party,

the Principal must, within 20 Business Days of receiving the executed documents from the PS Developer, itself execute, and procure that the Operator or the relevant Interface Contractor nominated by the Principal (as applicable), executes the relevant document.

11.3 **Cooperation and co-ordination with Interface Contractors**

Without limiting the PS Developer's obligations under the Cooperation and Integration Deeds, the PS Developer:

- (a) **(PS Developer acknowledgement)** acknowledges that:
  - (i) the Interface Work forms part of Sydney Metro City & Southwest;
  - (ii) the PS Developer's activities and its Subcontractors' activities in relation to the OSD Works may interface with the activities of the Interface Contractors;

- (iii) Interface Contractors will be executing work on areas adjacent to or in the vicinity of the Construction Site and may be executing works on parts of the Construction Site at the same time as the PS Developer's Subcontractors are performing the OSD Works;
- (iv) the Principal may grant the Interface Contractors a non-exclusive licence to use and occupy the Construction Site to carry out the Interface Works;
- (v) Interface Contractors may require information to co-ordinate the Interface Works with the carrying out of the OSD Works, and the PS Developer must procure that such information is provided in a timely manner; and
- (vi) any delay in, or failure by the PS Developer to procure the cooperation and co-ordination of its Subcontractors with any Interface Contractor may adversely impact upon, delay or disrupt any one or more Interface Contractors in a way which may lead to the Principal and Interface Contractors suffering or incurring Loss;

(b) **(cooperation with Interface Contractors)** must at all times:

- (i) ensure that its Subcontractors permit the Interface Contractors (if the PS Developer's or its Subcontractors' consent or authority is required) to execute the Interface Work on the applicable parts of the Construction Site or on any property adjacent to or in the vicinity of the Construction Site:
  - (A) at the same time as the PS Developer's Subcontractors are performing the OSD Works; and
  - (B) at the times agreed with the relevant Interface Contractor, or failing agreement, at the times determined by the Principal's Representative acting reasonably in the context of the Sydney Metro City & Southwest project as a whole,

and for this purpose ensure each Interface Contractor has safe, clean and clear access (including suitable access ways) to those parts of the Construction Site or property adjacent to or in the vicinity of the Construction Site (to the extent controlled by the PS Developer or its Subcontractors), required by that Interface Contractor for the purpose of carrying out their work subject to, where the relevant Interface Contractor is carrying out Construction Site Interface Work, the Interface Contractor engaged by the Principal for such Construction Site Interface Works executing a deed poll in favour of the Appointed Principal Contractor in the form of Schedule A18 (*Site Interface Deed Poll*);

- (ii) ensure that its Subcontractors protect the OSD Works and other improvements on the Construction Site from damage by Interface Contractors;
- (iii) fully cooperate, and procure that its Subcontractors fully cooperate with the Interface Contractors, and do everything reasonably necessary to:
  - (A) facilitate the execution of work by the Interface Contractors, including providing each Interface Contractor with such assistance as may be directed by the Principal's Representative acting reasonably in the context of the Sydney Metro City & Southwest project as a whole; and
  - (B) ensure the effective co-ordination of the design and construction of the OSD Works with the design and construction of the Interface Work (where relevant);

- (iv) ensure that its Subcontractors carefully co-ordinate and interface the carrying out of the OSD Works with the Interface Work, and for this purpose:
  - (A) make proper allowance in all programs for the Interface Work;
  - (B) review all programs provided by Interface Contractors and confirm that they adequately allow for the OSD Works and the interfaces between the Interface Work and the OSD Works;
  - (C) monitor the progress of the Interface Work;
  - (D) notify the Principal's Representative of any interface or sequence of activities that may affect the commencement, progress or completion of the OSD Works; and
  - (E) if requested, provide the Interface Contractors with sufficient information about the current and expected OSD Works to assist them to co-ordinate the Interface Work;
- (v) ensure that its Subcontractors cooperate, meet with, liaise and share information so that the PS Developer and the relevant Interface Contractor each comply with the provisions of the relevant Environment Protection Licence (if applicable);
- (vi) ensure that its Subcontractors perform the OSD Works so as to minimise any interference with or disruption or delay to the Interface Work;
- (vii) ensure that its Subcontractors are responsible for co-ordinating the OSD Works, including work sequencing, construction methods, safety and industrial relations matters, with those affecting, and influenced by, the Interface Contractors' personnel and Interface Work, including providing to the Principal's Representative copies of work method statements for those parts of the OSD Works which are adjacent to, in the vicinity of, or interface with any Interface Work, at least 15 Business Days prior to commencing the work described in the work method statement;
- (viii) attend, and procure that its Subcontractors attend, interface co-ordination meetings chaired by the Principal's Representative with Interface Contractors and others every 10 Business Days, or at other times to be advised by the Principal's Representative, to review current and future issues, including the exchange of information, status, problems, solutions and newly identified interfaces;
- (ix) when information is required from an Interface Contractor, ensure that its Subcontractors provide reasonable written notice to that Interface Contractor requesting that information and specifying the date by which such information is required, which must be as soon as reasonably practicable but in any event at least 10 days after the date of the notice, with a copy to the Principal's Representative;
- (x) ensure that any written notice given under clause 11.3(b)(ix) provides the Interface Contractor with the longest possible time for the provision of the information requested having regard to the circumstances;
- (xi) when any information is requested by the Interface Contractors relating to the OSD Works or the carrying out of the OSD Works, including confirming the compatibility or suitability of work methods to be used in, or any other aspect of, the Interface Work with the OSD Works or the carrying out of the OSD Works, ensure that its Subcontractors:

- (A) provide the information to the Interface Contractor, with a copy to the Principal's Representative, within a reasonable time requested by the Interface Contractor; and
- (B) ensure and warrant (as at the date the information is provided) that the information provided is accurate; and
- (xii) ensure that its Subcontractors use their best endeavours to resolve any problems, and work closely and iteratively with the Interface Contractors, including providing work methodologies, to achieve the best solution to such problems, related to:
  - (A) the provision of information;
  - (B) the obtaining of information;
  - (C) the adequacy of information provided to, or received from, the Interface Contractors;
  - (D) co-ordination in accordance with this clause 11.3(b); and
  - (E) technical issues with the information provided to, or received from, the Interface Contractors; and
- (c) **(similar clauses)** acknowledges that the Principal will ensure that conditions similar to those in this clause 11.3 applying to the PS Developer will apply to all the Interface Contractors engaged by the Principal that are working on the Construction Site.

#### 11.4 Disputes between the PS Developer and Interface Contractors

- (a) **(Notice)** If, despite the PS Developer having complied with all of its obligations in clause 11.3(b) (*Cooperation and co-ordination with Interface Contractors*), the PS Developer and any Interface Contractor fail to resolve any interface issue or dispute between them, the PS Developer must promptly give the Principal's Representative written notice of any interface issue or dispute with any Interface Contractor (with a copy to the Interface Contractor).
- (b) **(Meeting)** Following receipt of the PS Developer's notice under clause 11.4(a):
  - (i) the Principal's Representative must promptly convene a meeting between the PS Developer, the relevant Interface Contractor and any other relevant person (as reasonably determined by the Principal's Representative);
  - (ii) the Principal's Representative must work in good faith with the PS Developer and the Interface Contractor to resolve the issues or dispute; and
  - (iii) the PS Developer must work in good faith with the Principal's Representative and the Interface Contractor to resolve the issues or dispute.

#### 11.5 No Claims arising out of Interface Work

The PS Developer:

- (a) **(PS Developer acknowledgement)** acknowledges and agrees that:
  - (i) the Interface Contractors may require access to the Construction Site in order to perform their obligations under their respective contracts with the Principal;

- (ii) [REDACTED] no act or omission by an Interface Contractor will, whether or not it causes any delay, disruption or interference to the carrying out of the OSD Works, entitle the PS Developer to claim an extension of time under this deed or constitute a Direction by the Principal to carry out a Modification or constitute a breach of this deed; and
- (iii) [REDACTED] the Principal will not be liable upon any Claim by the PS Developer arising out of or in any way in connection with:
  - (A) any Interface Contractor carrying out Interface Work; or
  - (B) any act or omission of an Interface Contractor; and
- (b) **(sufficient allowance)** warrants that the PS Developer's Program contains sufficient allowances for the assumption by the PS Developer of the obligations and risks under clause 11.3 (*Cooperation and co-ordination with Interface Contractors*) and this clause 11.5.

12. **THIRD PARTY RIGHTS AND COMMUNITY RELATIONS**

12.1 **Third party rights**

The PS Developer must procure any rights from third parties that it requires to exercise its rights or perform its obligations under this deed, including any arrangements required with:

- (a) adjoining landowners, infrastructure providers and relevant stakeholders; and
- (b) Utility Service providers regarding existing and future Utility Services.

12.2 **Community relations**

The PS Developer:

- (a) **(community relations)** acknowledges that:
  - (i) the areas where the OSD Works are being carried out are of great importance to many people, including local residents and businesses; and
  - (ii) the Principal will retain a key role in the management of community relations activities for the OSD Project; and
- (b) **(PS Developer to participate)** must manage and participate in all community relations and involvement programs and activities:
  - (i) contained in the Community Communications Strategy; or
  - (ii) as reasonably required by the Principal from time to time.

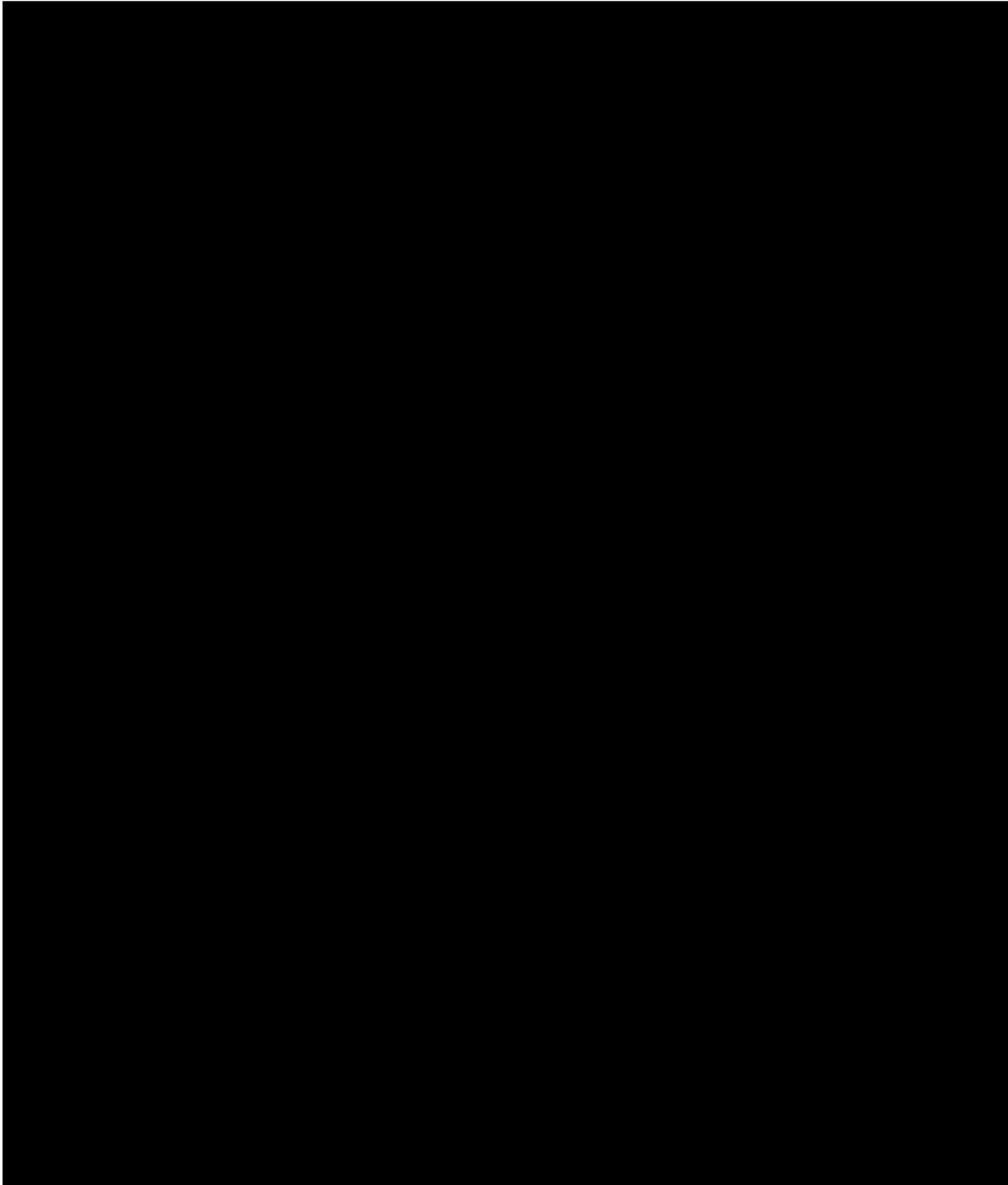
13. **INTERFACE WITH STATION PROJECT WORKS**

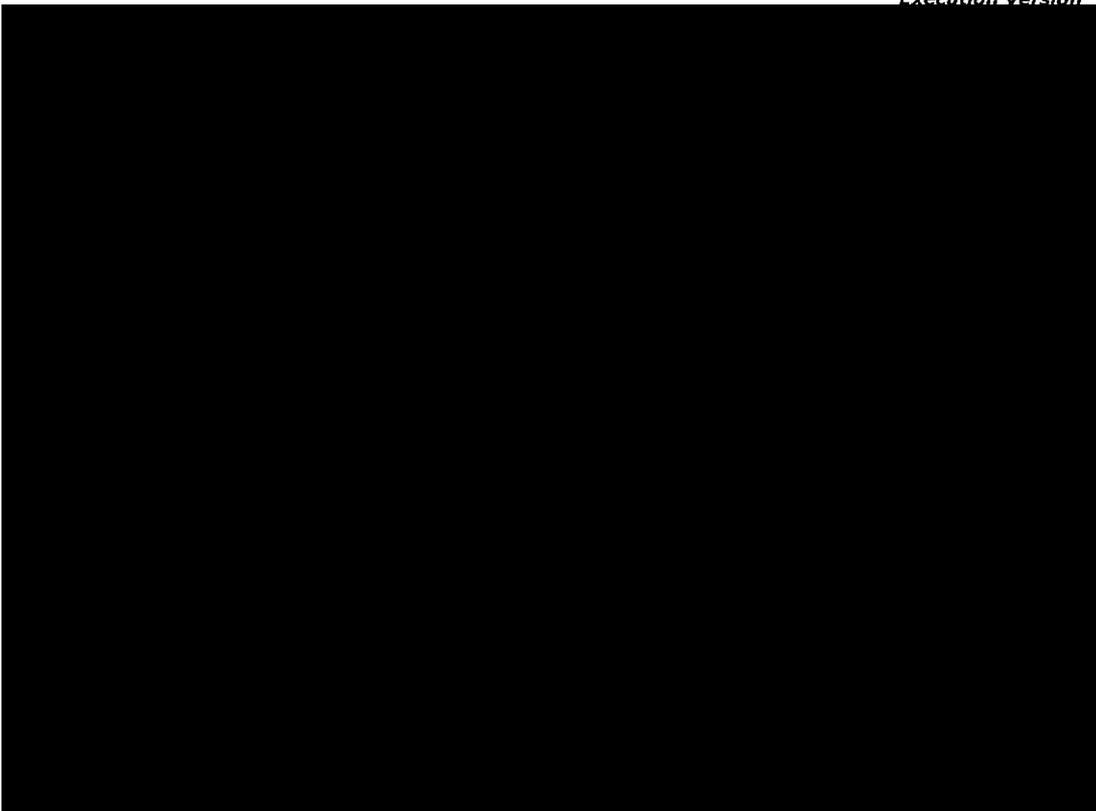
13.1 **Acknowledgements regarding Station Project Works**

The parties acknowledge that:

- (a) the Principal and the PS Contractor are parties to the Station Delivery Deed;

- (b) the PS Contractor may carry out the PS Contractor's Activities on the Construction Site pursuant to the Station Delivery Deed;
- (c) certain areas of the Station Construction Site will become part of the Construction Site (South Development Site) on the day after the Station Date of Completion; and
- (d) to the extent that the PS Developer requires access to or a right to occupy or use the Station Construction Site prior to the Station Date of Completion, the PS Developer must procure that access or right for itself directly from the PS Contractor.





14. **DESIGN AND CONSTRUCTION OF STATION PROJECT WORKS**

14.1 **Design and construction of Station Project Works**

The PS Developer agrees that:

- (a) **(works under Station Delivery Deed)** the design and construction of the Station Project Works are to be carried out and completed by the PS Contractor in accordance with the Station Delivery Deed;
- (b) **(warranties)** in relation to any warranties in respect of the Station Project Works:
  - (i) the PS Contractor has agreed to give various warranties to the Principal in respect of the Station Project Works under the Station Delivery Deed;
  - (ii) the Principal has no obligation to give the PS Developer the benefit of any such warranties; and
  - (iii) it is the responsibility of the PS Developer to procure any warranties and representations or other obligations it requires in relation to the Station Project Works from the PS Contractor directly;
- (c) **(no modifications)** it must not seek any modification to the design or the works comprising the Station Project Works:
  - (i) prior to the Station Date of Completion, except as permitted under the Station Delivery Deed; and
  - (ii) between the Station Date of Completion and in respect of the Station Project Works relevant to the OSD Works, the Date of Completion, without the prior written consent of the Principal (such consent to be given or withheld in the Principal's absolute discretion);

- (d) **(PS Developer's risk)** any agreed changes to the Station Project Works proposed by the PS Developer under this deed will be at the risk and Cost of the PS Developer and the PS Developer releases and indemnifies the Principal from and against any Claim against the Principal or any Loss incurred by the Principal arising out of or as a result of such modifications to the Station Project Works; and
- (e) **(no delay to Station Project Works)** it must not cause delay to or interfere with the completion of the Station Project Works by the PS Contractor or the undertaking or completion of Interface Works by Interface Contractors except as expressly permitted under this deed.

## 15. RECORDS, ACCESS TO RECORDS AND NOTICES

### 15.1 Records

- (a) **(Keeping Records)** The PS Developer must make and keep appropriate records which evidence the PS Developer's compliance with the PS OSD Contract Documents (**Records**).
- (b) **(Right to inspect Records)** The Principal, the Principal's Representative or any nominee of them may, at any time, inspect and make copies of the whole or part of any Record (other than Records relating generally to the financial conduct of the PS Developer's whole business and board minutes unless the PS Developer is expressly required to make such Records available to the Principal under this deed) and may access the premises of the PS Developer or its Subcontractors to have access to the Records.
- (c) **(Records not in writing)** If a Record is stored on a medium other than in writing, the PS Developer must make available immediately upon request such facilities as may be necessary to enable a legible reproduction of the Record to be produced to the Principal or the Principal's Representative and where a Record is in electronic format, the PS Developer must provide the Principal with a non-exclusive licence to use the software necessary to view and, where relevant, analyse, the information.
- (d) **(No right to refuse inspection)** The PS Developer is not entitled to refuse inspection of any Record to which the Principal has the right to inspect pursuant to clause 15.1(b) on any basis except legal professional privilege. If a Record is confidential, the PS Developer may refuse inspection of the Record until the person who is conducting the inspection has executed an undertaking to keep the information confidential.
- (e) **(Cooperation)** The PS Developer must cooperate with the Principal, the Principal's Representative or any of their respective nominees when conducting an inspection. Cooperation will include the explanation of all filing and costing systems and the extraction of requested categories of documentation from files upon request.
- (f) **(Maintenance and destruction of records)** The PS Developer must:
  - (i) keep the Principal informed as to where the Records are being maintained, which must be in Australia; and
  - (ii) maintain all Records for at least 7 years after the Date of Completion.

### 15.2 Providing documents to the Principal

As soon as practicable, and in any case within 65 Business Days after the Date of Completion, the PS Developer must do all things required to procure the issue and delivery to the Principal of copies of the following items:

- (a) as-built drawings for the OSD Works (in hardcopy and in an electronic format); and
- (b) all certificates issued by any Authority in relation to the OSD Works which have not previously been delivered to the Principal.

15.3 **ASIC and ASX notices**

The PS Developer must give the Principal, as soon as practicable, copies of all notices and other documents relevant to the OSD Project or ability of the PS Developer to perform its obligations under any PS OSD Contract Document given or received by the PS Developer to or from the Australian Securities and Investments Commission, the ASX Limited or any other recognised stock exchange (to the extent applicable).

16. **SUBCONTRACTING**

16.1 **Subcontracting by the PS Developer**

- (a) **(PS Developer may subcontract)** Subject to clause 5.8 (*Home Building Act*) and this clause 16, the PS Developer:
  - (i) must enter into Subcontracts for the performance of the OSD Works; and
  - (ii) may enter into Subcontracts for the performance of any of the PS Developer's rights or obligations under a PS OSD Contract Document.
- (b) **(Liability for acts of Subcontractors)** The PS Developer will be liable to the Principal for the acts and omissions of Subcontractors in connection with the performance of any obligation of the PS Developer, the exercise of any right of the PS Developer under this deed or the performance of the OSD Works as if such acts or omissions were acts or omissions of the PS Developer.
- (c) **(No relief)** Subcontracting by the PS Developer of any obligation under the PS OSD Contract Documents will not relieve the PS Developer of, or otherwise affect, any obligation or Liability it has to the Principal under the PS OSD Contract Documents.

16.2 **Significant Subcontracts**

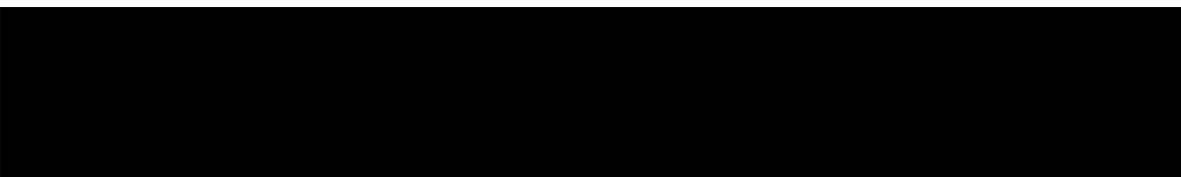
- (a) **(Principal consent required)** The PS Developer must not, and must ensure that the D&C Contractor does not:
    - (i) where it may impact on the rights or increase the Liabilities or obligations of the Principal:
      - (A) make or permit any amendment to, or replacement of or waiver of a provision of; or
      - (B) enter into any agreement or arrangement which affects the operation or interpretation of;
    - (ii) terminate, surrender, rescind or accept repudiation of (or give the relevant Significant Subcontractor an entitlement to terminate, surrender, rescind or accept repudiation of); or
    - (iii) permit the novation, assignment or substitution of any counterparty's right, obligation or interest in,
- a Significant Subcontract without obtaining the Principal's prior written consent (which consent must not be unreasonably withheld or delayed but may be conditional).

- (b) **(Copy)** The PS Developer must provide the Principal with a copy of each Significant Subcontract (other than the D&C Contract) (subject to removal, exclusion or redaction of any "commercial-in-confidence provisions" as that term is defined in the GIPA Act).
- (c) **(D&C Side Deed)** On or before the date of this deed, the PS Developer must give the Principal a full copy of the executed D&C Side Deed (including all annexures).
- (d) **(Significant Subcontractor direct deed)** If required by the Principal, the PS Developer must procure that a Significant Subcontractor (other than the D&C Contractor) and (if applicable) its ultimate parent company enters into a side deed with the Principal in a form reasonably required by the Principal.

### 16.3 Provisions to be included in Subcontracts

The PS Developer must (unless otherwise approved in writing by the Principal's Representative having regard to the nature and location of the Subcontractor) ensure that:

- (a) **(Subcontract requirements)** each Subcontract that it or the D&C Contractor enters into in connection with the OSD Works, regardless of its value, includes the provisions required by part A of Schedule A6 (*Subcontract Requirements*);
- (b) **(Significant Subcontract requirements)** without limiting clause 16.3(a), each Significant Subcontract that it or the D&C Contractor enters into in connection with the OSD Works includes the provisions required by part B of Schedule A6 (*Subcontract Requirements*); and
- (c) **(Home Building Act)** each Subcontract that it or the D&C Contractor enters into in connection with the Residential OSD Works, regardless of its value:
  - (i) in respect of the D&C Contract only, includes provisions on substantially the same terms as included in clauses 5.8(c)(i) to 5.8(c)(vi) (inclusive); and
  - (ii) in respect of all other Subcontracts, complies with the Home Building Act.



## 17. PROJECT PLANS AND STRATEGIES

### 17.1 Project Plans

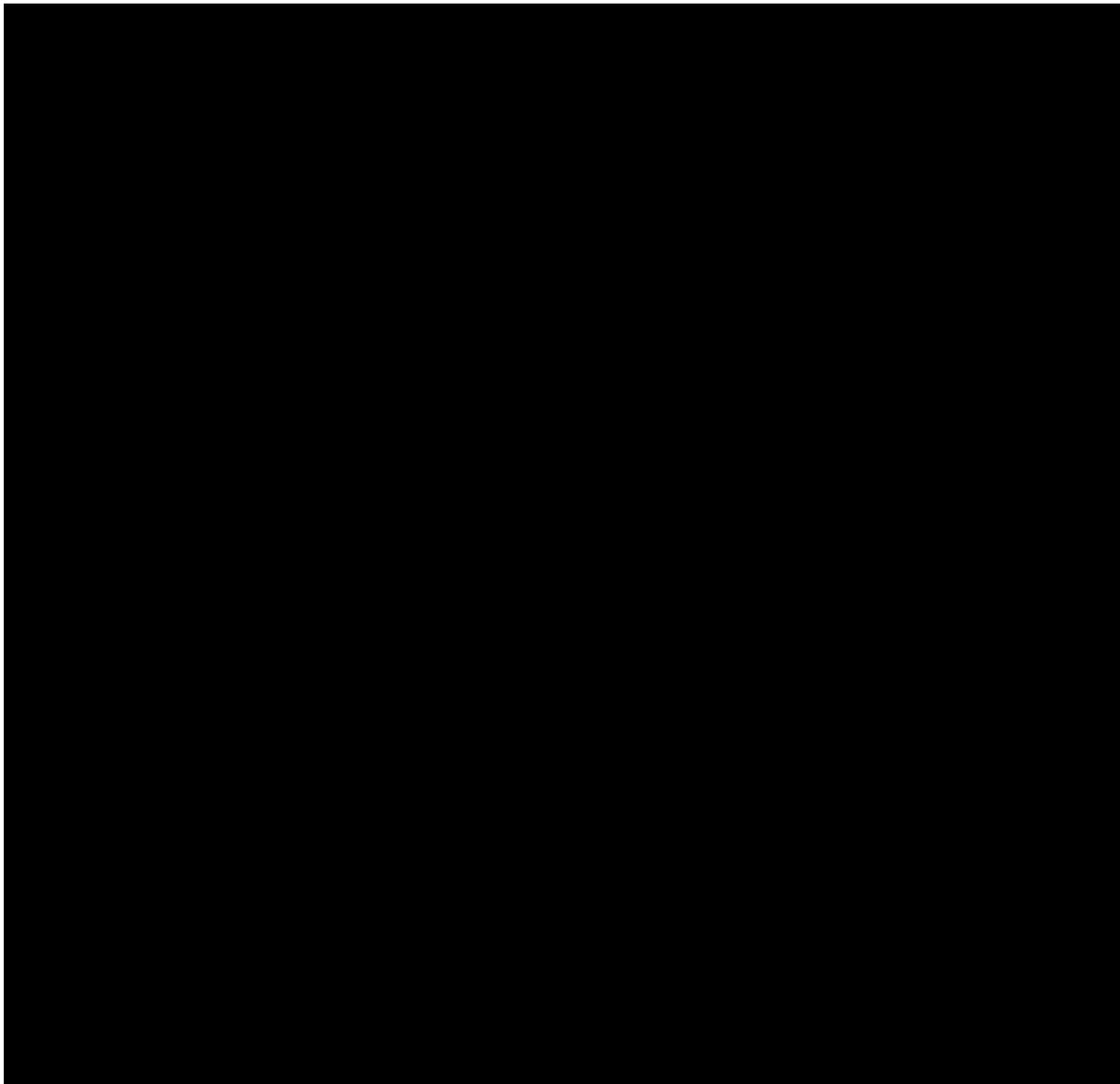
The PS Developer must:

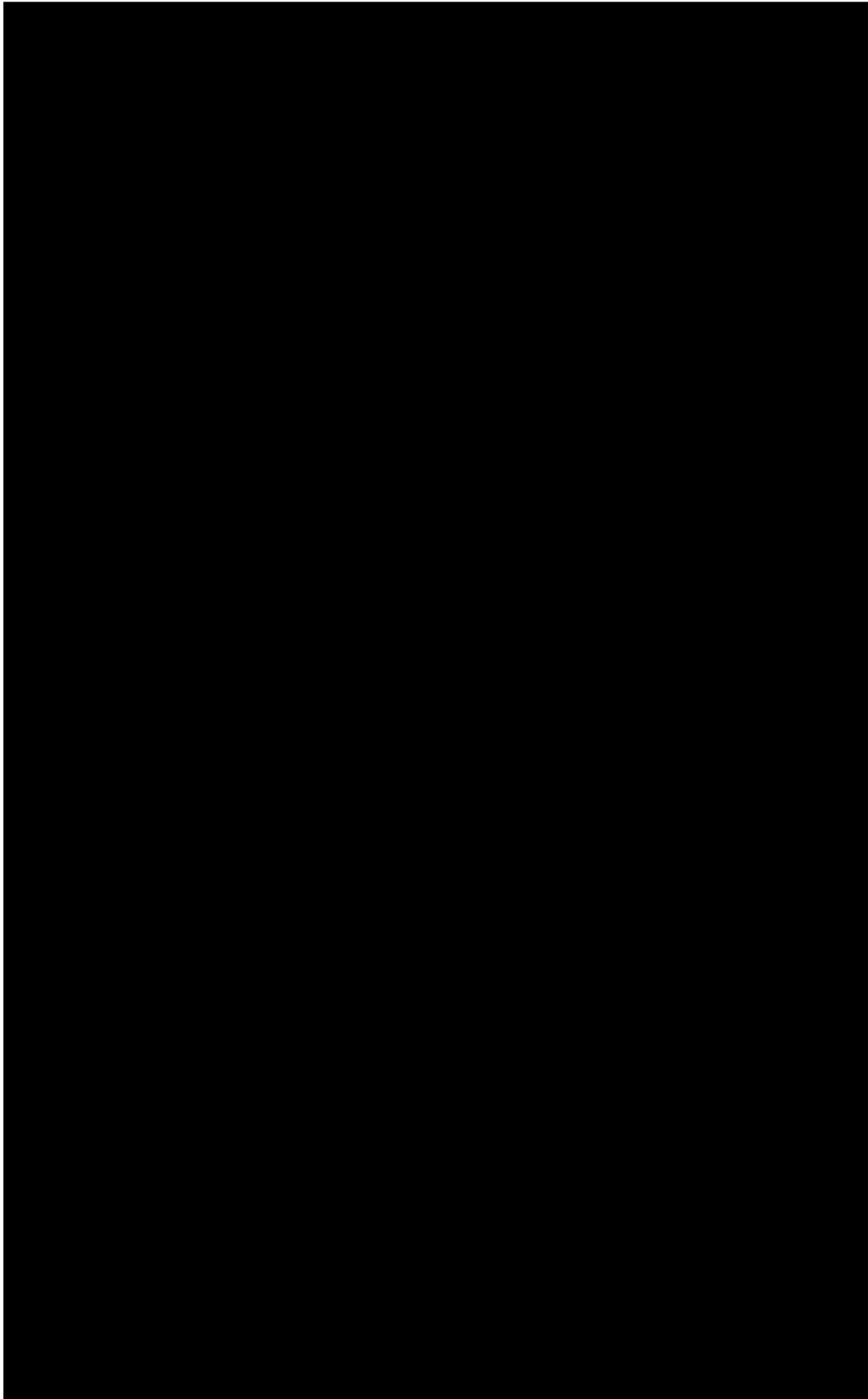
- (a) **(preparation of Project Plans)** develop, update and submit all Project Plans to the Principal's Representative in accordance with the Project Plan Requirements; and
- (b) **(compliance with Project Plans)** implement and comply with all Project Plans that have not been rejected by the Principal's Representative in accordance with the Project Plan Requirements.

### 17.2 Strategies

- (a) **(Preparation and compliance with strategies)** The PS Developer must:

- (i) **(preparation of strategies)** prior to commencing the OSD Works, prepare the following strategies to the satisfaction of the Approved Engineer under clause 8.6(c)(i)(A)(bb):
    - (A) a strategy which details how the PS Developer will monitor induced movement and any cracking caused by the OSD; and
    - (B) a strategy which details how the PS Developer will mitigate and evaluate adverse effects of stray currents and electrolysis; and
  - (ii) **(compliance with strategies)** implement and comply with the strategies referred to in clause 17.2(a)(i) with respect to the OSD until Completion.
- (b) **(Strategies prepared under the OSD PDA (North OSD))** The PS Developer must, in preparing the strategies referred to in clause 17.2(a)(i), ensure that those strategies are prepared in a manner consistent with any strategies prepared in accordance with clause 17.2(a)(i) of the OSD PDA (North OSD).







18.3



19. **MODIFICATIONS**

19.1 **Principal initiated Modifications**

The Principal may:

- (a) propose a Modification or require the PS Developer to procure the carrying out of a Modification in accordance with clause 2 of Schedule A7 (*Modification Procedure*); and

- (b) 

19.2 **PS Developer initiated Modifications**

The PS Developer may:

- (a) (**Modifications**) propose a Modification in accordance with clause 3 of Schedule A7 (*Modification Procedure*); and

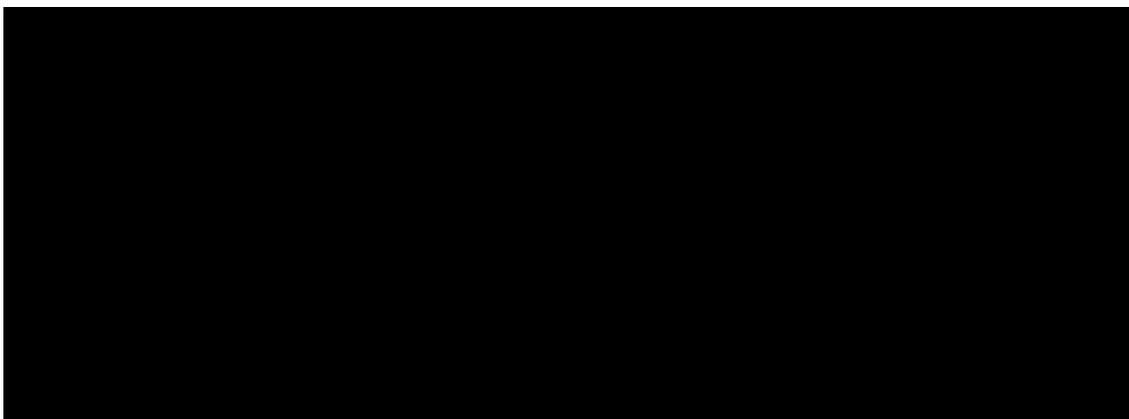
- (b) **(Unrestricted Modifications)** in its absolute discretion effect or procure the effecting of any Unrestricted Modification.

20. **TIME**

20.1 **Commencement and progress**

The PS Developer must procure:

- (a) **(commence)** the prompt commencement of the performance of the OSD Works under this deed; and
- (b) **(progress)** the expeditious and diligent progress of the OSD Works,



20.2 **Achieving milestones**

The PS Developer must use all reasonable endeavours to:

- (a) **(Detailed SSD Application)** lodge the Detailed SSD Application by the Date for Detailed SSD Application Lodgement. The PS Developer must notify the Principal within 2 Business Days after such lodgement, such notice to include evidence of the lodgement; and
- (b) **(Completion)** after Substantial Commencement has occurred, achieve Completion by the date which is ■■■ months after the Date of Substantial Commencement,

(each extended by the same amount of time as any extension granted in accordance with clause 20.8 (*Determination of extension of time claim*) or clause 21.2(d)(iii) (*Acceleration*) (if applicable)).

20.3 **PS Developer's Program**

- (a) **(PS Developer's Initial Program)** The PS Developer's Initial Program is contained in Schedule A12 (*PS Developer's Initial Program*).
- (b) **(PS Developer submission)** The PS Developer must prepare and update:
  - (i) the PS Developer's Program; and
  - (ii) if applicable, the Updated PS Developer's Program,in accordance with the requirements set out in Schedule A11 (*Progress Reports*).

## 20.4 Progressing the OSD Works

- (a) **(Substantial Commencement)** Immediately after Substantial Commencement has occurred, the PS Developer must at all times either:
- (i) procure the progress of the OSD Works in accordance with or in advance of the Updated PS Developer's Program; or
  - (ii) where the OSD Works are behind the Updated PS Developer's Program, take all such steps as are necessary to ensure that the OSD Works are being progressed with due expedition, including but not limited to:
    - (A) procuring that reasonable steps are taken to reduce and/or mitigate any delay in the progress of the OSD Works;
    - (B) procuring that substantial progress is made on critical path activities; and
    - (C) continuing to expend funds in progressing the OSD Works,
 at a level commensurate with what might reasonably be expected for works of a comparable scope, size and program, except to the extent that the PS Developer is relieved (including by way of an extension of time) of the obligation to do so by the express provisions of this deed.
- (b) **(Provision of information)** The PS Developer must provide the Principal with all information reasonably requested by the Principal in relation to the steps being taken, and the expenditure being incurred, by the PS Developer as required by clause 20.4(a).
- (c) **(D&C Contractor Insolvency Event)** If the PS Developer has ceased, or is unable to proceed with, the procurement of any part of the OSD Works as a result of an Insolvency Event occurring in respect of the D&C Contractor, the PS Developer must:
- (i) immediately after the PS Developer becomes aware that an Insolvency Event has occurred in relation to the D&C Contractor, notify the Principal's Representative in writing to that effect;
  - (ii) within 20 Business Days after issuing a notice under clause 20.4(c)(i), prepare and submit to the Principal's Representative a D&C Contractor Replacement Plan together with the notice provided by the PS Developer under clause 20.4(c)(i);
  - (iii) in consultation in good faith with the Principal, amend the D&C Contractor Replacement Plan having regard to the Principal's reasonable requirements (including the replacement of the [REDACTED] and, if applicable, resubmit the amended D&C Contractor Replacement Plan to the Principal's Representative;
  - (iv) comply with and diligently implement the Final D&C Contractor Replacement Plan to enable the PS Developer to procure that a Subcontractor proceeds with the OSD Works;
  - (v) ensure that the Construction Site (and the OSD Works) are kept safe and are at all times secure during the period of the implementation of the Final D&C Contractor Replacement Plan;
  - (vi) regularly update the Principal in relation to its progress in implementing the Final D&C Contractor Replacement Plan; and

- (vii) provide such information as requested by the Principal (acting reasonably) in relation to any matters contemplated under this clause 20.4(c).

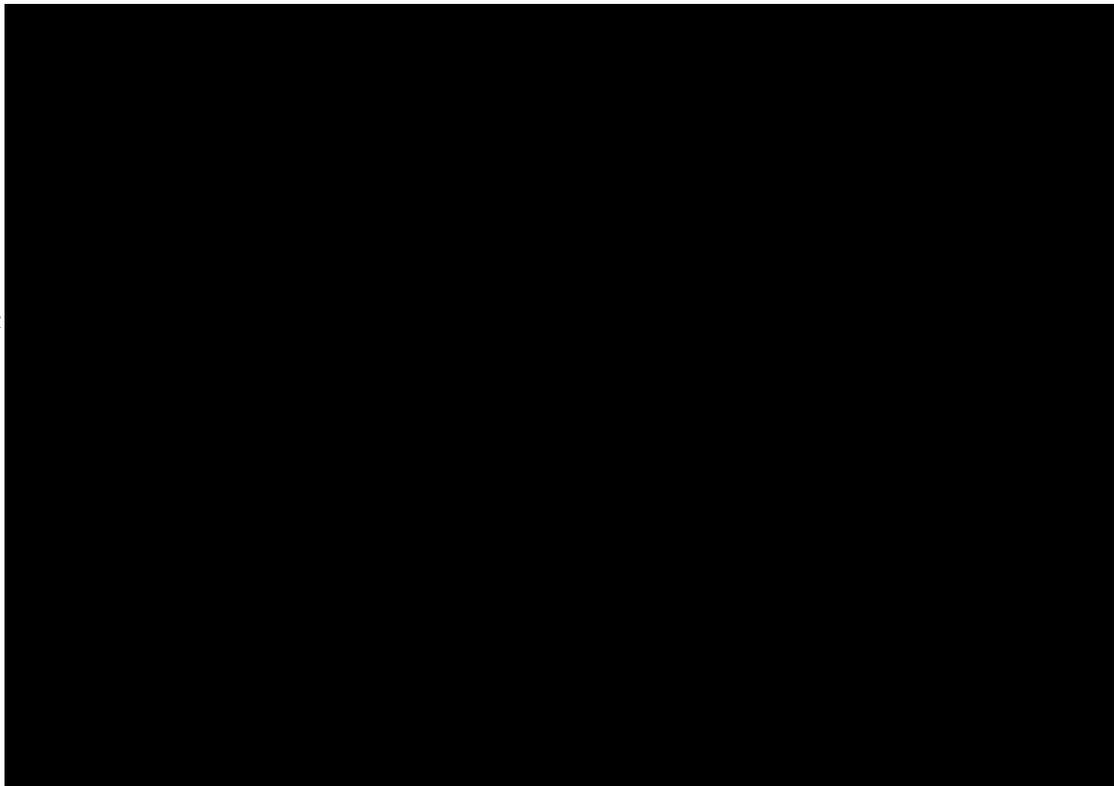
**20.5 Delay Events**

Without limiting clause 21.2 (*Acceleration*), the PS Developer may only claim an extension of time to:

- (a) the Date for Detailed SSD Application Lodgement if the PS Developer is or will be delayed in lodging the Detailed SSD Application by the Date for Detailed SSD Application Lodgement; or
- (b) the Date for Completion if the PS Developer is or will be delayed in achieving Completion,

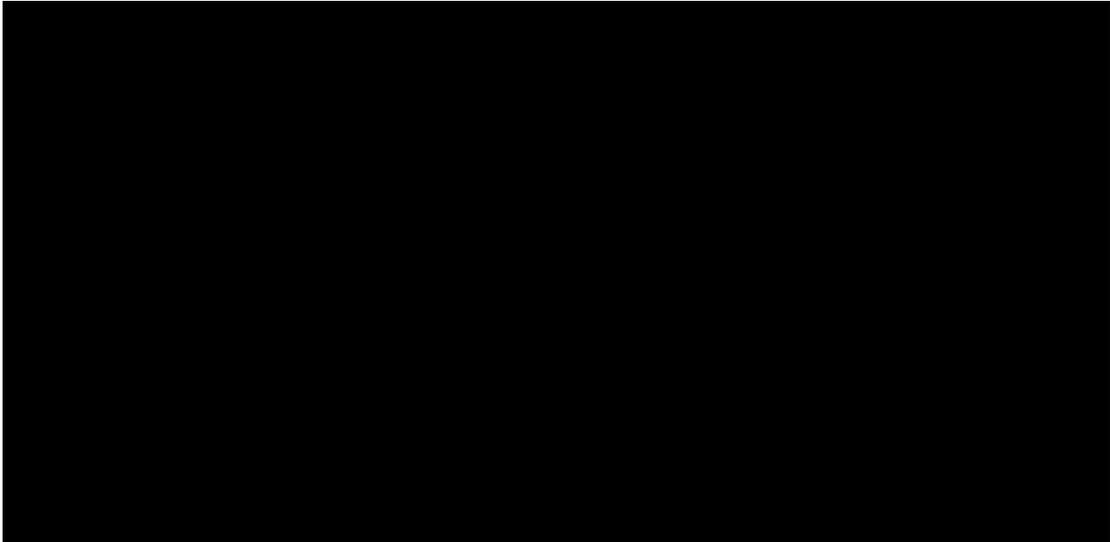
as a result of:

- (c) a failure by the Principal to provide the PS Developer with access to part of the Construction Site (South Site) by the Site Access Date;
- (d) the OSD Works being damaged by:
  - (i) the Principal or the Principal's Associates (excluding an Interface Contractor); or
  - (ii) an Interface Contractor or any of its subcontractors;



- (i) a Modification Order;
- (j) a Force Majeure Event;

- (k) a direction by the Principal's Representative under clause 21.1(a) (*Suspension*) requiring the PS Developer to suspend the performance of the OSD Works, but only to the extent that the reason for such suspension has not been caused by or contributed to by any breach or failure to comply with this deed or a PS OSD Contract Document by the PS Developer or its Associates;



(each a **Delay Event**).

## 20.6 Extensions of time

- (a) **(Entitlement)** The PS Developer is entitled to an extension of time to a Milestone Date only if:
- (i) the PS Developer has complied with clause 20.3(b)(i) (*PS Developer's Program*) and clause 2.1(a) or clause 2.2(a) of Schedule A11 (*Progress Reports*) (as applicable);
  - (ii) the PS Developer is delayed in:
    - (A) lodging the Detailed SSD Application by the Date for Detailed SSD Application Lodgement; and/or
    - (B) achieving Completion,(as applicable) by one or more Delay Events;
  - (iii) in relation to each event of delay caused by a Delay Event, the PS Developer has given written notice to the Principal's Representative:
    - (A) promptly upon becoming aware of the Delay Event (and in any event within 10 Business Days after the PS Developer became aware or ought reasonably to have become aware of the cause of delay) containing:
      - (aa) details of the Delay Event;
      - (bb) details of the likely delay; and
      - (cc) a description of all measures which the PS Developer has taken and will be taking to preclude the occurrence of the delay and minimise the consequences of the delay; and

- (B) in the case of an ongoing delay, every 10 Business Days after the date on which the notice is given pursuant to clause 20.6(a)(iii)(A), the PS Developer has given to the Principal's Representative written notice which provides details of the status of the delay and an update on the details required by clause 20.6(a)(iii)(A); and
- (iv) the PS Developer has given the Principal's Representative, within 15 Business Days after the cessation of each delay caused by a Delay Event, a written claim for an extension of time specifying:
  - (A) the number of days claimed;
  - (B) details of the Delay Event and why the Delay Event actually caused the PS Developer to be delayed in lodging the Detailed SSD Application by the Date for Detailed SSD Application Lodgement or achieving Completion (as applicable), including a statement of the facts and the provisions of this deed on which the claim is based;
  - (C) detailed evidence in satisfaction of the requirements of this clause 20.6;
  - (D) critical path analysis in the same format as the PS Developer's Program for the period of the delay;
  - (E) details of the Delay Costs arising from the Delay Event to which it believes it will be entitled; and
  - (F) all other information reasonably required by the Principal's Representative.

**20.7 Limiting factors**

- (a) **(No entitlement)** The PS Developer is not entitled to any extension of time (and the Principal has no Liability to the PS Developer) if the PS Developer fails to deliver notices in the form and within the time required by clause 20.6(a)(iii)(A), clause 20.6(a)(iii)(B) and clause 20.6(a)(iv).
- (b) **(Reduction of entitlement)** The PS Developer's entitlement to an extension of time will be reduced to the extent that:
  - (i) this deed provides that the Principal will have no Liability to the PS Developer;
  - (ii) a delay caused by a Delay Event and a delay caused other than by a Delay Event occur at the same time and the PS Developer would have been delayed even if the Delay Event had not occurred;
  - (iii) the PS Developer or any of its Associates caused or contributed to the delay;
  - (iv) the PS Developer failed to comply with:
    - (A) a Cooperation and Integration Deed; or
    - (B) its obligations under this deed in connection with the Interface Contractors,and such failure caused or contributed to the delay the subject of the PS Developer's claim;

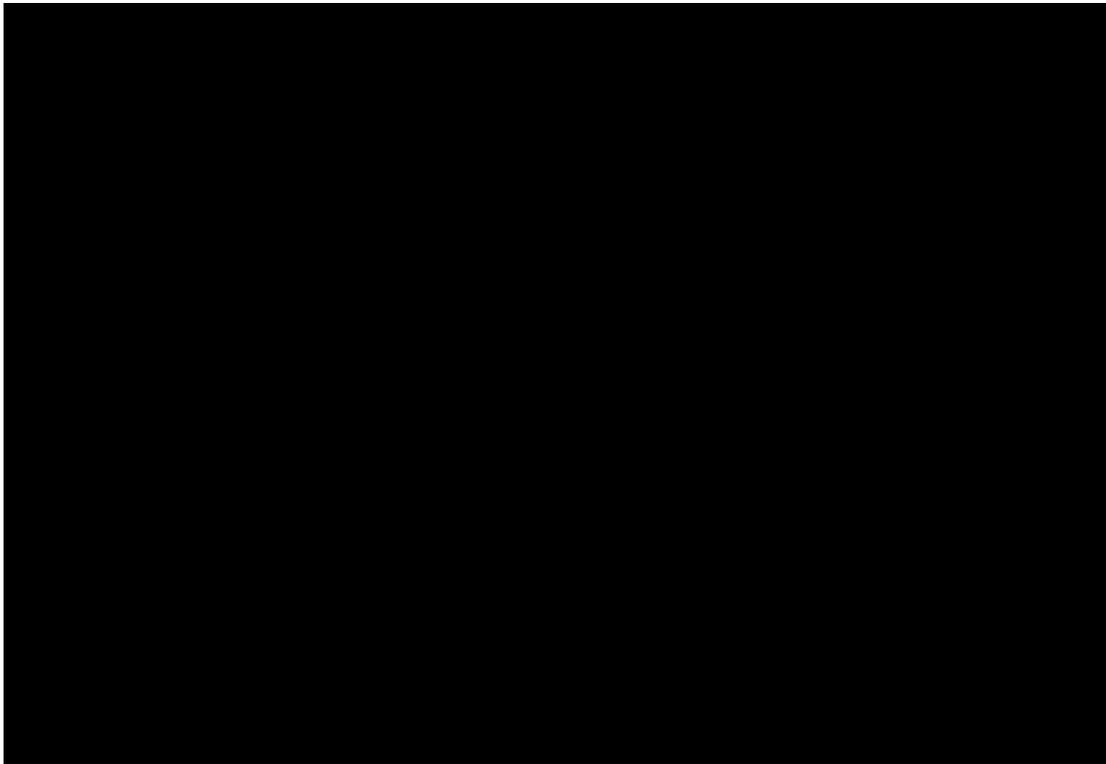
- (v) the delay was or would have been reduced had the PS Developer or any of its Associates taken all reasonable steps to preclude the occurrence of the Delay Event and minimise the consequences of the delay (other than applying additional resources to make up the time lost); or
- (vi) the delay is caused by or contributed to by a failure of the PS Developer to comply with its obligations under a PS OSD Contract Document, a failure of the PS North Developer to comply with its obligations under a PS North OSD Contract Document or a failure of the PS Contractor to comply with its obligations under a PS Station Contract Document.

20.8 **Determination of extension of time claim**

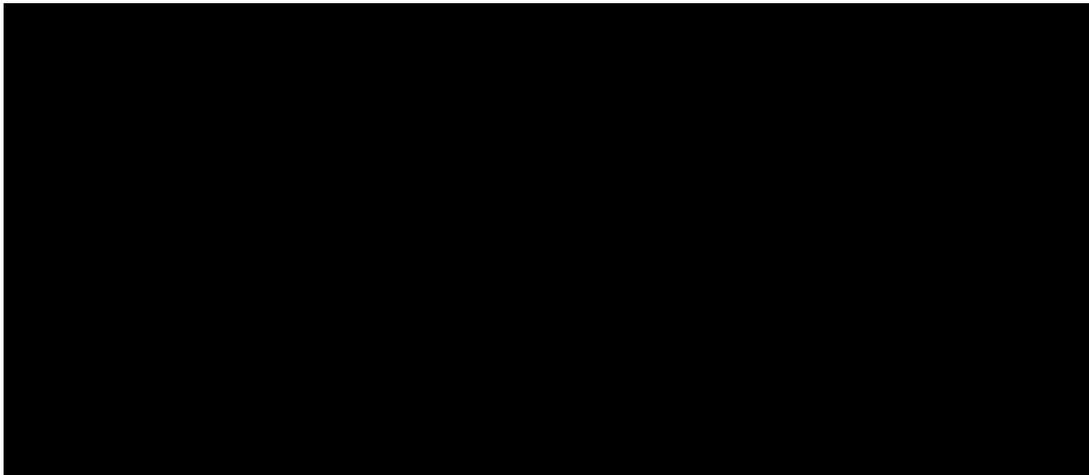
- (a) **(Principal's determination)** The Principal's Representative must, within 20 Business Days after receiving a claim which complies with clause 20.6(a)(iv) (*Extensions of time*), make a determination of the extension of time to which the PS Developer is entitled and give the PS Developer:
  - (i) written notice of the determination which includes the extension of time granted and the adjusted Milestone Date; or
  - (ii) if no extension is granted, written notice of that decision.
- (b) **(Principal's discretion to extend)** The Principal may, in the Principal's absolute discretion, extend a Milestone Date at any time, and for any reason, by giving written notice to the PS Developer regardless of whether:
  - (i) the PS Developer has claimed or is entitled to an extension of time under this deed; or
  - (ii) the Principal's Representative has previously either rejected any claim or failed to make a determination under clause 20.8(a).
- (c) **(Not for the benefit of PS Developer)** The Principal is not required to exercise the discretion under clause 20.8(b) for the benefit of the PS Developer.
- (d) **(No impact on Delay Event)** The Principal's exercise of its discretion under clause 20.8(b) does not limit the PS Developer's right to claim an extension of time to a Milestone Date or to claim Delay Costs where, but for the exercise of such discretion, the PS Developer would have been entitled to an extension of time to a Milestone Date and/or to Delay Costs (as applicable).
- (e) **(Principal may take into account)** In determining a claim for an extension of time, the Principal is not obliged to, but may in its sole discretion, take into account:
  - (i) the latest accepted version of the PS Developer's Program at the time of the relevant extension of time claim; and
  - (ii) any other information available to the Principal's Representative at the time the determination is required to be made, including information regarding the progress of the OSD Works up to the time the determination is required to be made.
- (f) **(Time not at large)** A failure by the Principal's Representative to grant an extension of time in accordance with this clause 20.8 will not cause time to be set at large, but does not affect the right of the PS Developer to claim damages.



20.9 **Delay Costs**



- (b) **(Claim)** The PS Developer must give to the Principal's Representative, within 15 Business Days after the cessation of the Delay Event, a written claim specifying details of the Delay Costs claimed and how those Delay Costs have been calculated.
- (c) **(Limiting factors)** The PS Developer agrees that the PS Developer is not entitled to Delay Costs if the PS Developer does not strictly comply with the time limits within which the notice and claim must be given under clause 20.9(b).
- (d) **(Determination of Delay Costs)** The Principal's Representative must, within 20 Business Days after receiving a claim which complies with clause 20.9(b), make a determination of the Delay Costs to which the PS Developer is entitled and give the PS Developer written notice of the determination.



21. **DIRECTIONS TO SUSPEND AND ACCELERATE**

21.1 **Suspension**

- (a) **(Right to suspend)** The Principal's Representative may, at any time, direct the PS Developer to require its Subcontractors to suspend all or any part of the OSD Works (and, after a suspension has been directed, to procure the re-commencement of the carrying out of all or a part of the OSD Works) if the OSD Works or the carrying out of the OSD Works:
- (i) have caused:
    - (A) a significant spill of Contamination;
    - (B) any accident or release of Contamination which the Principal's Representative believes may pose a danger to health, life or property;
    - (C) any actual damage to the Environment or a significant risk of harm to the Environment; or
    - (D) a fatality or injury to any person including any Incident which must be reported to SafeWork NSW, ONRSR or other work health and safety regulator;
  - (ii) are likely to pose a threat and/or cause damage to:
    - (A) the Interface Works;
    - (B) the Pitt Street Station or the Station Project Works; or
    - (C) the health and safety of people or property; or
    - (D) the safety and security of the Pitt Street Station; or
  - (iii) are directly and materially impacting on, or are likely to directly and materially impact on, the ability of the Principal or the Principal's Associates to comply with:
    - (A) any WHS Legislation, [REDACTED] or the Heavy Vehicle National Law; or
    - (B) any safety requirements in respect of either the PS Contractor's Activities or the work and activities of Interface Contractors,

and the PS Developer must promptly comply with such direction immediately after receipt of such direction.



21.2 **Acceleration**

- (a) **(Direction)** The Principal's Representative may, by notice in writing expressly referring to this clause 21.2, request the PS Developer to procure the acceleration of the OSD Works if, in the opinion of the Principal's Representative, the OSD

Works are directly and materially impacting on, or are likely to directly and materially impact on, the PS Contractor's Activities or the Interface Works.

- (b) **(Notice of impact of acceleration)** If the Principal's Representative makes a request under clause 21.2(a), the PS Developer must, within 15 Business Days after receipt of such request, inform the Principal's Representative of the time and cost consequences of the acceleration and submit for approval a written notice (**Acceleration Impact Notice**) setting out:
- (i) the details of any changes required to the PS Developer's Program to reflect the effects of the acceleration on the OSD Works; and
  - (ii) if the acceleration would result in the PS Developer incurring additional Costs, the amount of those Costs (being the direct Costs of the acceleration) calculated on the basis that those Costs are reimbursed to the PS Developer by the Principal by way of a lump sum payment, except to the extent that such Costs relate to or the requirement for the acceleration was caused by or contributed to by any breach by the PS Developer or its Associates of any of their obligations under the PS OSD Contract Documents or the PS Station Contract Documents.
- (c) **(Acceptance or rejection of Acceleration Impact Notice)** The Principal's Representative must, within 20 Business Days after receipt of an Acceleration Impact Notice, notify the PS Developer in writing as to whether it accepts or rejects the Acceleration Impact Notice.
- (d) **(Acceptance)** If the Principal's Representative accepts the Acceleration Impact Notice:
- (i) the PS Developer must procure the acceleration of the OSD Works in accordance with the Principal's Representative's direction under clause 21.2(c) (or as varied by the parties' agreement);
  - (ii) the PS Developer's Program will be amended as specified in the Acceleration Impact Notice;
  - (iii) the Date for Completion will be extended as specified in the Acceleration Impact Notice (or as varied by the parties' agreement); and
  - (iv) the costs of acceleration as specified in the Acceleration Impact Notice (or as varied by the parties' agreement) must be paid by the Principal to the PS Developer within 20 Business Days after completion of the relevant OSD Works by way of a lump sum payment.
- (e) **(No obligation to accelerate)** If the Principal's Representative rejects the Acceleration Impact Notice or does not provide the PS Developer with a notice under clause 21.2(c) within the period referred to in clause 21.2(c), the Acceleration Impact Notice will have no force and effect and the PS Developer is not obliged to procure the acceleration of the OSD Works.
- (f) **(No Liability)** Except where the Principal has accepted the Acceleration Impact Notice in accordance with clause 21.2(c), the Principal will have no Liability to the PS Developer as a consequence of any acceleration, change or re-sequencing of the OSD Works.

**22. COMPLETION****22.1 Requesting Certificate of Completion (OSD Design Parameters)**

- (a) **(Notice of Completion (OSD Design Parameters))** When the PS Developer considers that Completion (OSD Design Parameters) has been achieved (irrespective of whether Completion of all of the OSD Works has been achieved), the PS Developer must give the Principal written notice in the form set out in Schedule B3 (*Notice of Completion (OSD Design Parameters)*). The Principal's Representative and the PS Developer's Representative must, within 5 Business Days after receipt of the PS Developer's written notice, jointly inspect those parts of the OSD Works at a mutually convenient time.
- (b) **(Certificate of Completion (OSD Design Parameters))** The Principal's Representative must, within 5 Business Days after the joint inspection referred to in clause 22.1(a), if the Principal's Representative considers that:
- (i) Completion (OSD Design Parameters) has been achieved, provide to the PS Developer a certificate in the form set out in Schedule B6 (*Certificate of Completion (OSD Design Parameters)*); or
  - (ii) Completion (OSD Design Parameters) has not been achieved, issue a notice to the PS Developer to that effect and provide a detailed list of outstanding work required to be completed in order for the Certificate of Completion (OSD Design Parameters) to be issued.
- (c) **(PS Developer to procure the carrying out of work)** On receipt of the detailed list referred to in clause 22.1(b)(ii), the PS Developer must procure the carrying out of the work set out in that list and, on completion of that work, request the Principal's Representative to issue a Certificate of Completion (OSD Design Parameters), and clause 22.1(a), clause 22.1(b) and this clause 22.1(c) will re-apply.

**22.2 Notice of anticipated Completion**

The PS Developer must, at least 20 Business Days prior to the date on which it reasonably anticipates Completion will be achieved, give a notice in writing to the Principal's Representative, specifying the date it anticipates that Completion will be achieved.

**22.3 Notice of anticipated Completion, joint inspection of Residential OSD Works and Certificate of Compliance (Residential OSD Works)**

- (a) **(Notice of Completion of Residential OSD Works)** When the PS Developer considers that the Residential OSD Works have been completed such that they comply with the Residential OSD Works Requirements, the PS Developer must give the Principal and the D&C Contractor a notice in the form set out in Schedule B4 (*Notice of Completion (Residential OSD Works)*).
- (b) **(Completion joint inspection)** The Principal's Representative, the PS Developer's Representative and the D&C Contractor must, within 5 Business Days after receipt of the PS Developer's written notice referred to in clause 22.3(a), jointly inspect the Residential OSD Works at a mutually convenient time.
- (c) **(D&C Contractor decision)** Within 5 Business Days after the joint inspection under clause 22.3(b), the D&C Contractor must:
- (i) provide to the Principal's Representative and the PS Developer, a Certificate of Compliance (Residential OSD Works); or

- (ii) if the D&C Contractor is not able to provide a Certificate of Compliance (Residential OSD Works), issue a notice to the Principal and the PS Developer which states the items that remain to be completed before the D&C Contractor is able to provide a Certificate of Compliance (Residential OSD Works) (in which case clause 22.3(a), clause 22.3(b) and this clause 22.3(c) will re-apply).
- (d) **(Attendance at inspection)**
  - (i) The Principal's Representative may invite any other person to attend any joint inspection provided for by this clause 22.3.
  - (ii) The Principal's Representative may provide comments to the D&C Contractor (with a copy to the PS Developer) in relation to the Residential OSD Works.

#### 22.4 Requesting Certificate of Completion

- (a) **(Notice of Completion)** When the PS Developer considers that Completion has been achieved, the PS Developer must give the Principal written notice in the form set out in Schedule B5 (*Notice of Completion*) together with a copy of each of:
  - (i) the Certificate of Completion (OSD Design Parameters);
  - (ii) the Approved Engineer's Certificate (Post-Completion);
  - (iii) the Occupation Certificates for the whole of the OSD Works which have been issued and are in force to enable occupation of the OSD;
  - (iv) the Sustainability Certificate; and
  - (v) the Certificate of Compliance (Residential OSD Works).
- (b) **(Certificate of Completion)** The Principal's Representative must, within 10 Business Days after receipt of all the documents referred to in clause 22.4(a) provide to the PS Developer a certificate in the form of Schedule B7 (*Certificate of Completion*).
- (c) **(Failure to issue certificate)** If the Principal's Representative does not issue a Certificate of Completion within 10 Business Days after receipt of all the documents required under clause 22.4(a):
  - (i) the PS Developer must notify the Principal's Representative in writing of the failure to issue the Certificate of Completion; and
  - (ii) if the Principal's Representative does not issue a Certificate of Completion within 5 Business Days after receipt of the notice under clause 22.4(c)(i), the Principal's Representative is deemed to have issued a Certificate of Completion.

#### 22.5 Effect of Certificate of Completion

The issue of a Certificate of Completion is evidence that Completion has been achieved but will not:

- (a) constitute an acknowledgment that the PS Developer has complied with its obligations under this deed;
- (b) be taken as an admission or evidence that the OSD Works comply with this deed; or

- (c) prejudice any rights or powers of the Principal under this deed.

22.6 **Not used**

23. **INTELLECTUAL PROPERTY RIGHTS**

23.1 **Ownership of Design Documentation**

As between the Principal and the PS Developer, all IPRs in or in relation to the Design Documentation:

- (a) prepared by the Principal will vest in the Principal immediately and automatically on its creation; and
- (b) prepared by the PS Developer will vest in the PS Developer immediately and automatically on its creation.

23.2 **Licence to the PS Developer**

- (a) **(Licence)** The Principal grants to the PS Developer a royalty-free licence to use (including the right to sub-license) the Principal's IPRs in the Concept SSD Design Documentation solely to the extent necessary to enable the PS Developer to procure the carrying out of the OSD Works or comply with its obligations under this deed.
- (b) **(Release)** The PS Developer, to the fullest extent permitted under Law, releases the Principal and the Principal's Associates from and against any Loss or Claims arising out of or in connection with the IPRs granted in relation to the Concept SSD Design Documentation.

23.3 **Right to use IPRs**

The PS Developer warrants in favour of the Principal that the PS Developer has or will have a transferable right to use all IPRs in the Design Documentation and methods of working produced by or on behalf of the PS Developer for the purpose of undertaking or procuring the OSD Works and otherwise complying with its obligations under this deed.

23.4 **Licence to the Principal**

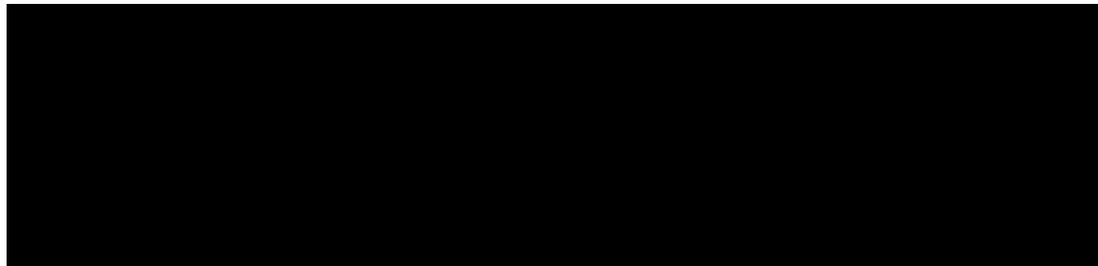
- (a) **(Licence)** If this deed is terminated for any reason, or to the extent required to enable the Principal to exercise its rights under clause 31.8 (*Principal's rights after termination*) or clause 40.20 (*Step-in*), the PS Developer must:
  - (i) grant to the Principal, and to the extent that the PS Developer does not own the IPRs in the Design Documentation, the PS Developer must ensure that the Principal is granted, a royalty-free, irrevocable and transferable licence in relation to the IPRs in the Design Documentation to enable the Principal or its Associates to carry out, maintain, rectify, repair, improve, service, alter or complete the OSD Works, occupy the OSD or design, construct, complete and operate the Pitt Street Station;
  - (ii) as soon as reasonably practicable deliver copies of all Design Documentation (whether complete or not) and all other information, documents and records the Principal reasonably requires for the purpose of carrying out, maintaining, rectifying, repairing, improving, servicing, altering or completing the OSD Works, occupying the OSD or designing, constructing, completing and operating the Pitt Street Station, including in electronic forms, then in existence to the Principal (provided that the PS Developer is entitled to keep one copy of the Design Documents, information, documents and records for its records); and

- (iii) do all things reasonably required by the Principal to enable the Principal to exercise its rights to use all Design Documentation for the purpose of carrying out, maintaining, rectifying, repairing, improving, servicing, altering or completing the OSD Works, occupying the OSD or designing, constructing, completing and operating the Pitt Street Station.
- (b) **(Undertaking)** The PS Developer warrants that it has or will obtain an undertaking (in the form substantially consistent with Schedule A21 (*Moral Rights Consent*)) from any consultant performing any design work in relation to the OSD Works, not to enforce any Moral Rights that author may have, now or in the future, in any such design work in which copyright subsists, so that the Principal may freely exercise its rights pursuant to the licence granted under clause 23.4(a)(i).

## 24. DEFECTS RECTIFICATION

### 24.1 Notice of Defect

- (a) Subject to clause 24.1(c), at any time prior to the expiry of the Defects Correction Period, the Principal's Representative may give the PS Developer a notice of a Defect (**Defects Notice**).
- (b) Any Defects Notice issued by the Principal under clause 24.1(a) must:
  - (i) identify the Defect; and
  - (ii) specify a reasonable time for rectification of the Defect.



### 24.2 PS Developer's obligations

The PS Developer must:

- (a) **(procure rectification)** if a Defect is found (whether or not it is the subject of a Defects Notice) during the Defects Correction Period:
  - (i) if the Defect is the subject of a Defects Notice, within a reasonable period (as specified in a notice under clause 24.1(b)(ii)), procure the prompt rectification of such Defect; or
  - (ii) if the Defect is not the subject of a Defects Notice, procure the prompt rectification of such Defect;
- (b) **(notify)** give notice to the Principal when, in the PS Developer's opinion, the Defect has been rectified; and
- (c) **(HBA Defect)** in relation to a HBA Defect, procure the rectification of that Defect:
  - (i) in accordance with the relevant provisions of the Home Building Act for rectifying defects under that Act;
  - (ii) in a manner which minimises the impact on and causes as little inconvenience as possible to the users of the OSD; and

- (iii) in accordance with the reasonable requirements of any owner or occupant of the OSD or relevant part thereof.

24.3 **Failure to rectify Defect**

- (a) **(PS Developer failure)** If the PS Developer fails to procure the rectification of a Defect:
  - (i) where a Defects Notice has not been given, within a reasonable period of time; or
  - (ii) where a Defects Notice has been given, within the period of time specified in the Defects Notice,

then the Principal's Representative may have the rectification work carried out.

- (b) **(Principal's costs)** The costs of rectification which are suffered or incurred by the Principal as a consequence of exercising its rights under clause 24.3(a) will be a debt due and payable by the PS Developer to the Principal.

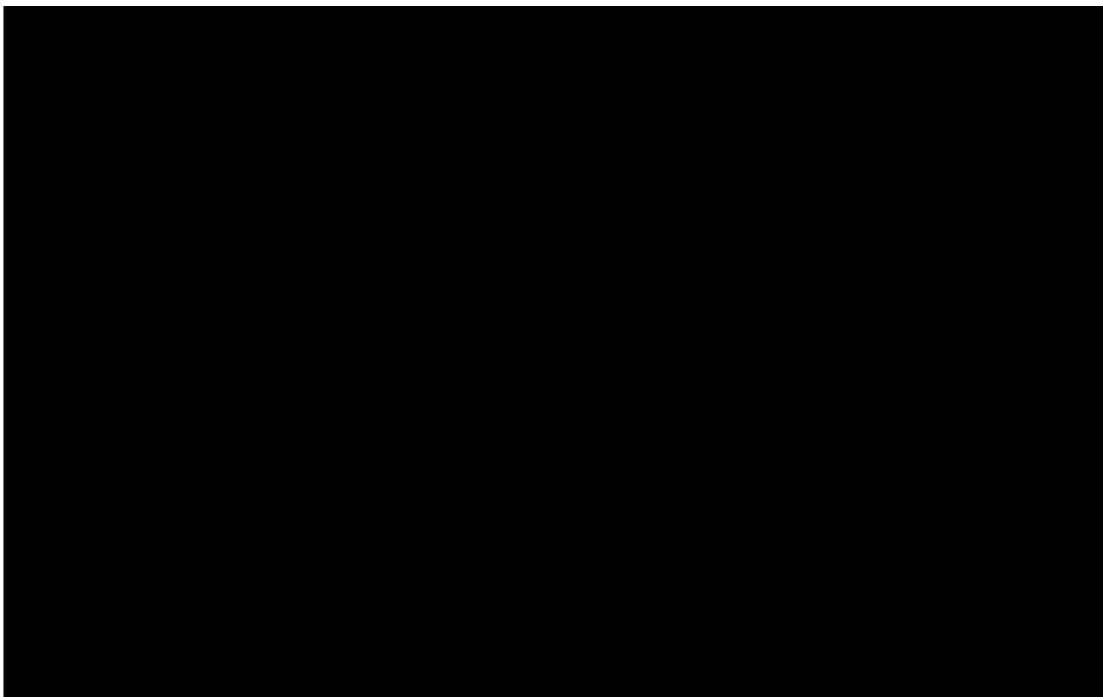
24.4 **Access**

The PS Developer must:

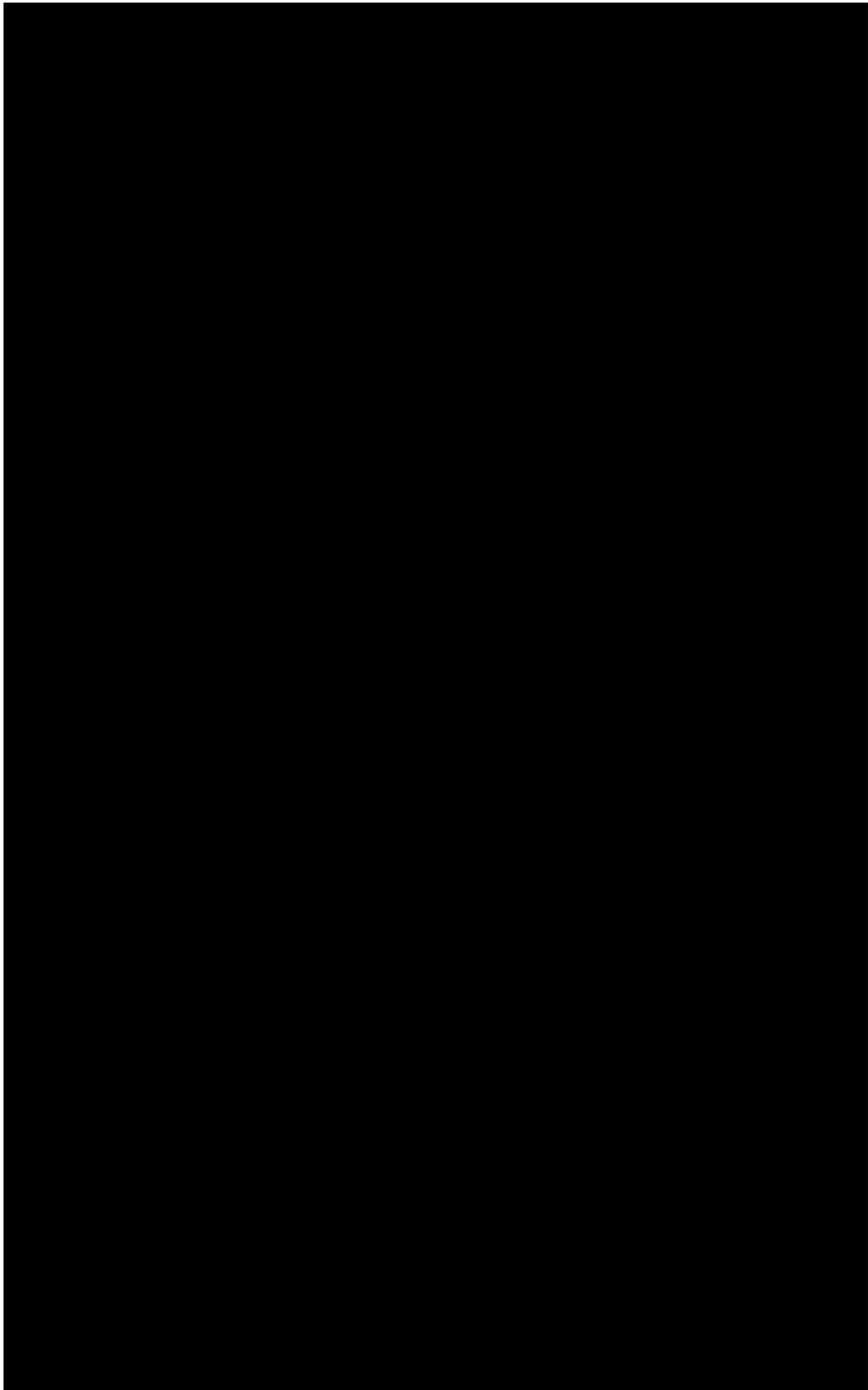
- (a) **(access to remedy Defect)** ensure that a party which is rectifying or remedying Defects has access to the relevant area of the Construction Site and the Residential Lot (as applicable) for the purposes of rectifying those Defects in accordance with this clause 24; and
- (b) **(access for the Principal)** allow or procure the Principal and its Associates reasonable access to the Construction Site and the Residential Lot (as applicable) during the Defects Correction Period to inspect the OSD Works for the purpose of this clause 24.

25. **TRANSFER OF TITLE AND SUBDIVISION**

25.1

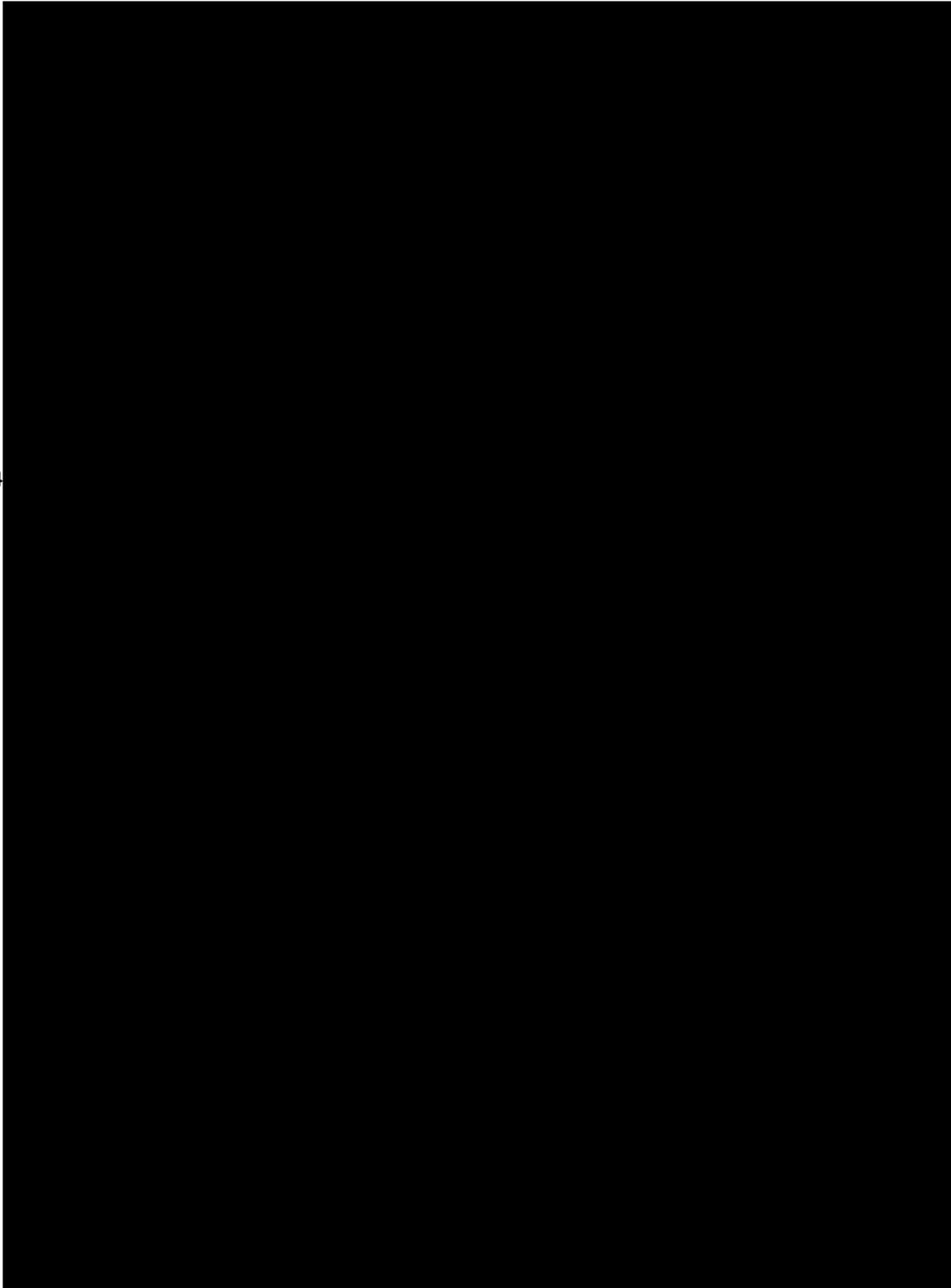


25.2



25.3

25.4



25.5 **Not used**

26. **MARKETING AND SIGNAGE**

26.1 **Naming, branding and marketing the OSD**

- (a) **(Naming and branding)** Subject to clause 26.2 (*Principal's IPRs*):
  - (i) the PS Developer has the naming rights and branding rights in respect of the OSD; and
  - (ii) from the date of this deed until the date of completion of the Residential Sale Contract, the PS Developer must consult with the Principal and have regard to the Principal's feedback regarding the proposed name of the OSD before using that name and/or erecting any signage in connection with that name.
- (b) **(Marketing)** The PS Developer is responsible for all aspects of the marketing and promotion of the OSD.

26.2 **Principal's IPRs**

If:

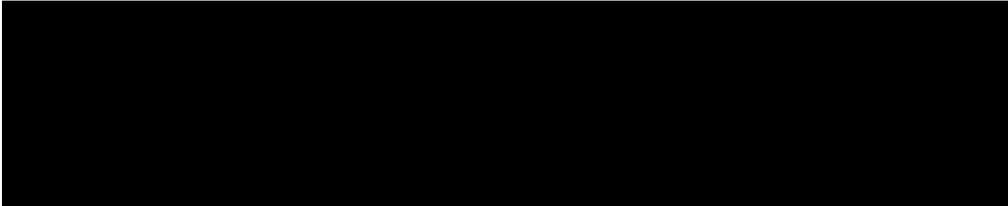
- (a) the proposed name of the OSD;
- (b) any signage, branding or marketing of the OSD; or
- (c) any signage or marketing on or in the Construction Site,

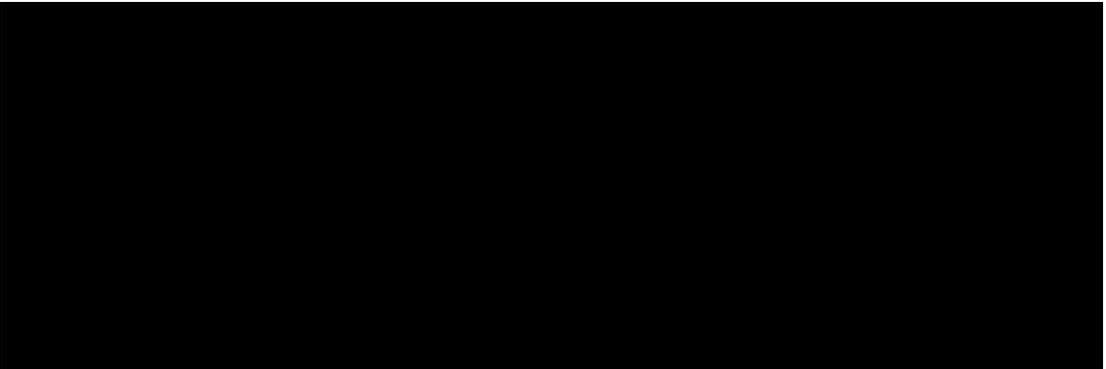
will or is likely to infringe the Principal's IPRs, the PS Developer must obtain the Principal's written consent prior to its use, such consent to be given or withheld in the Principal's absolute discretion.

27. **PS DEVELOPER PAYMENTS**

27.1 **PS Developer Payments**

- (a) **(PS Developer to pay)** The PS Developer must pay the PS Developer Payments to the Principal in accordance with this clause 27 and the Payment Schedule as consideration for all rights and benefits granted to the PS Developer under this deed.

(b) 

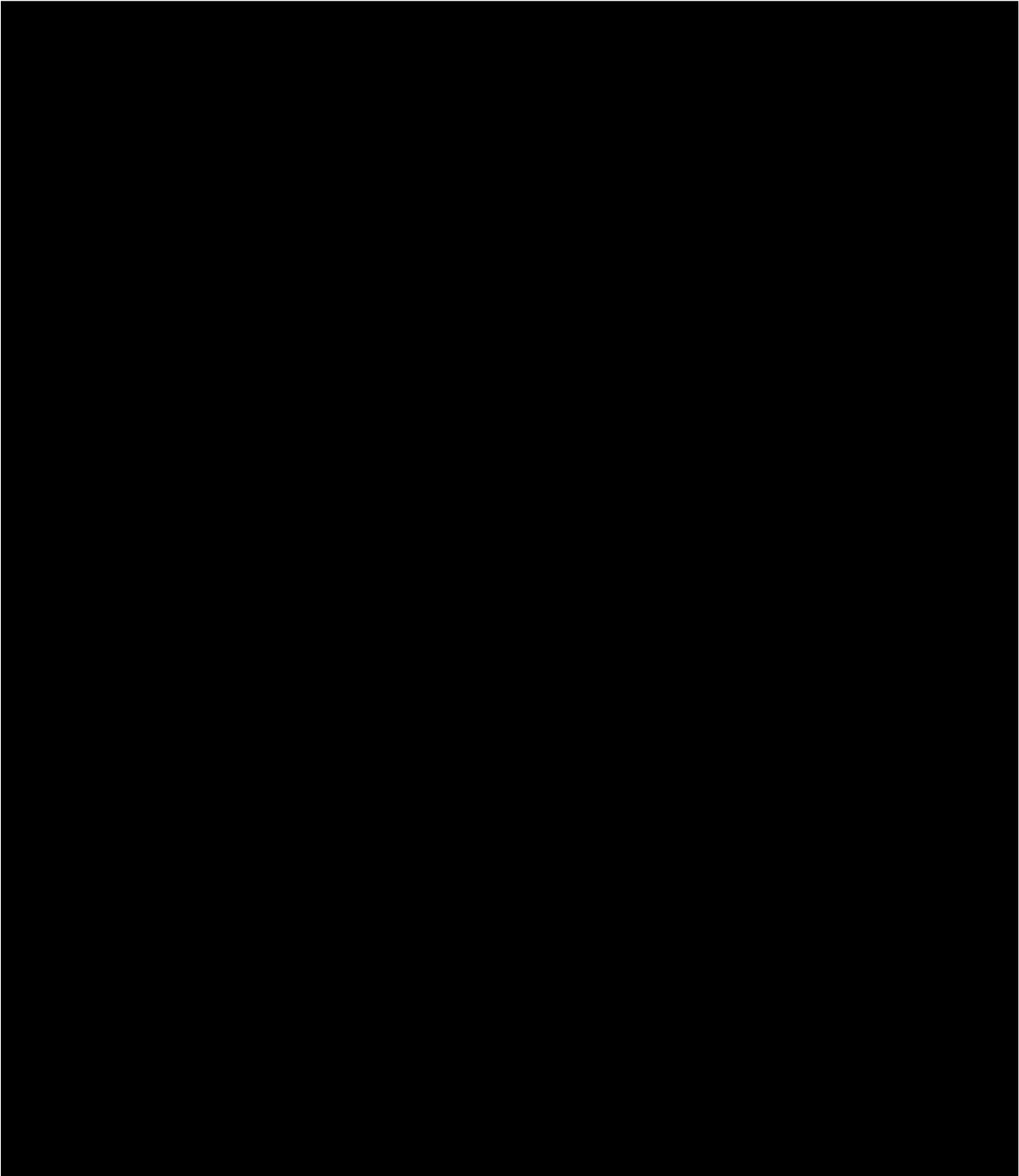
27.2 

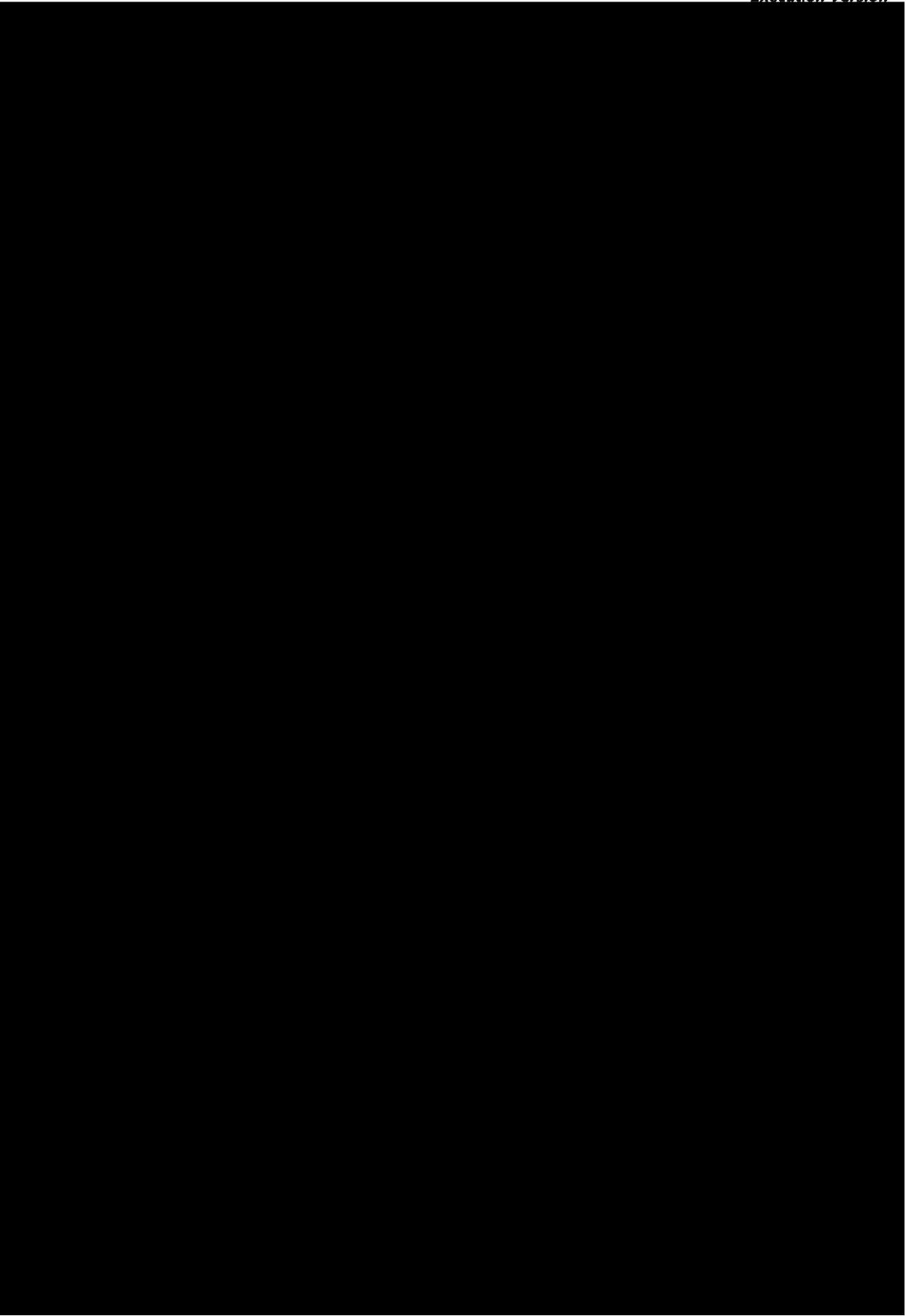


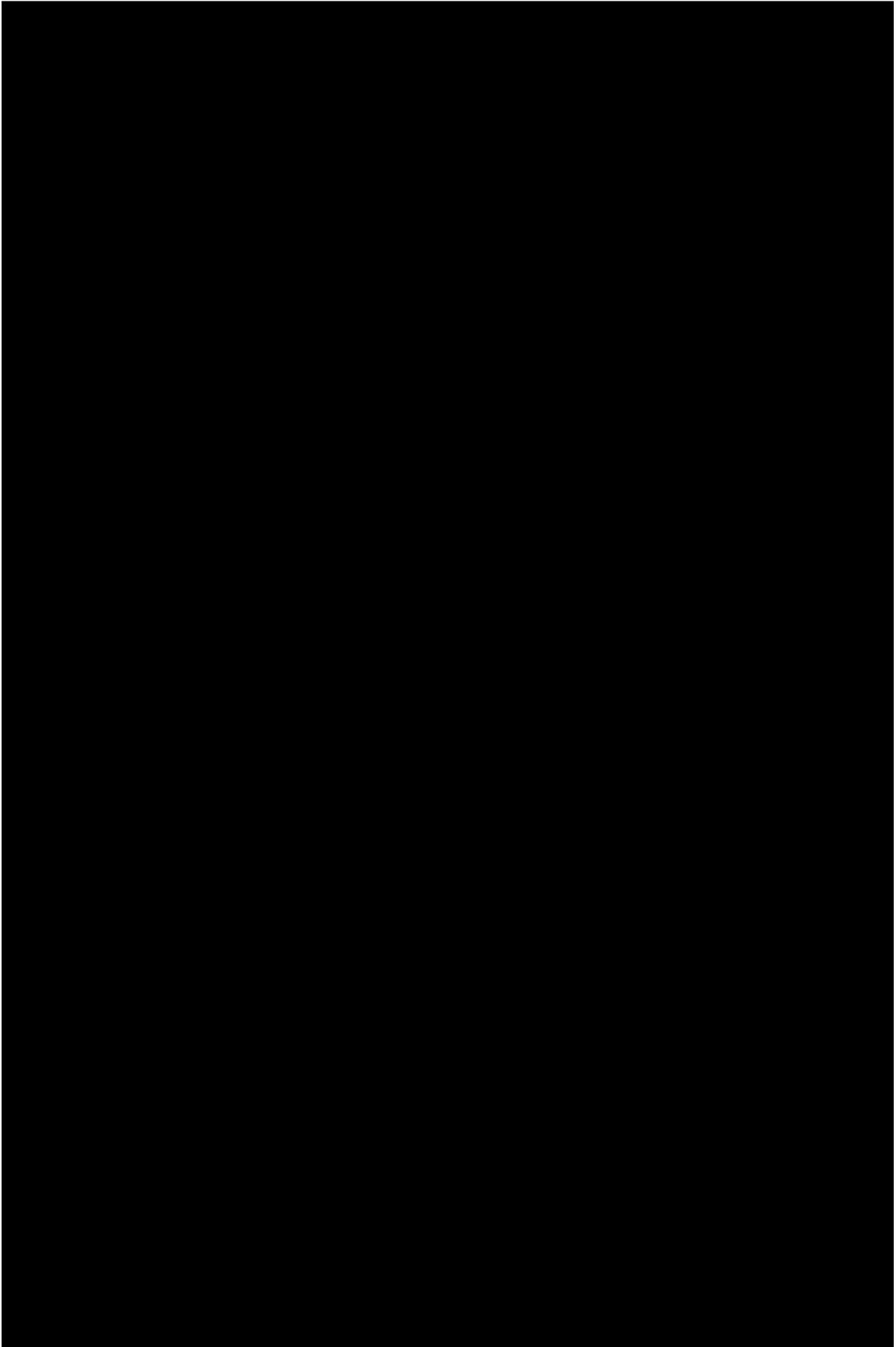
27.3 **Not used**

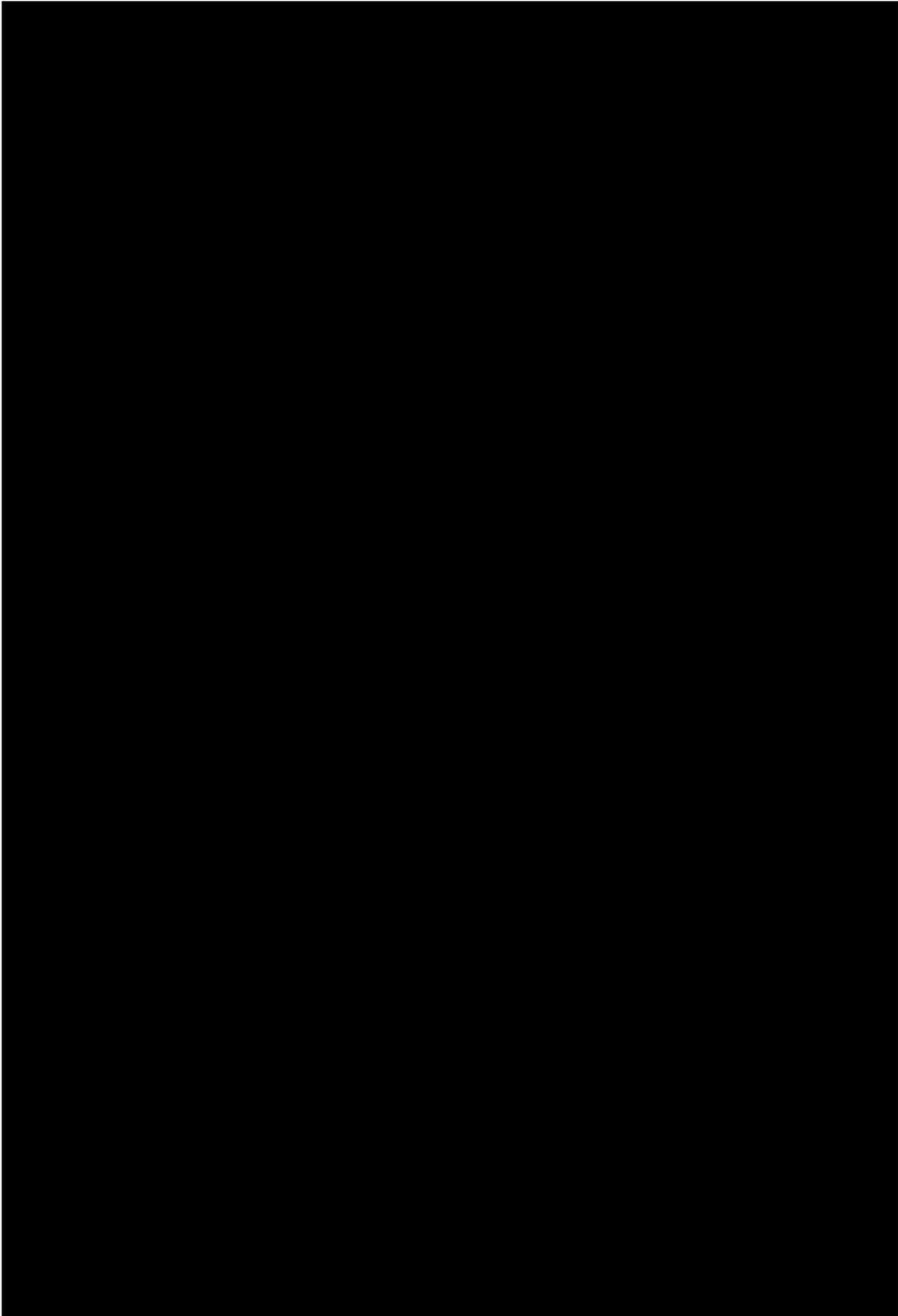
27.4 **PS Developer Payment is non-refundable**

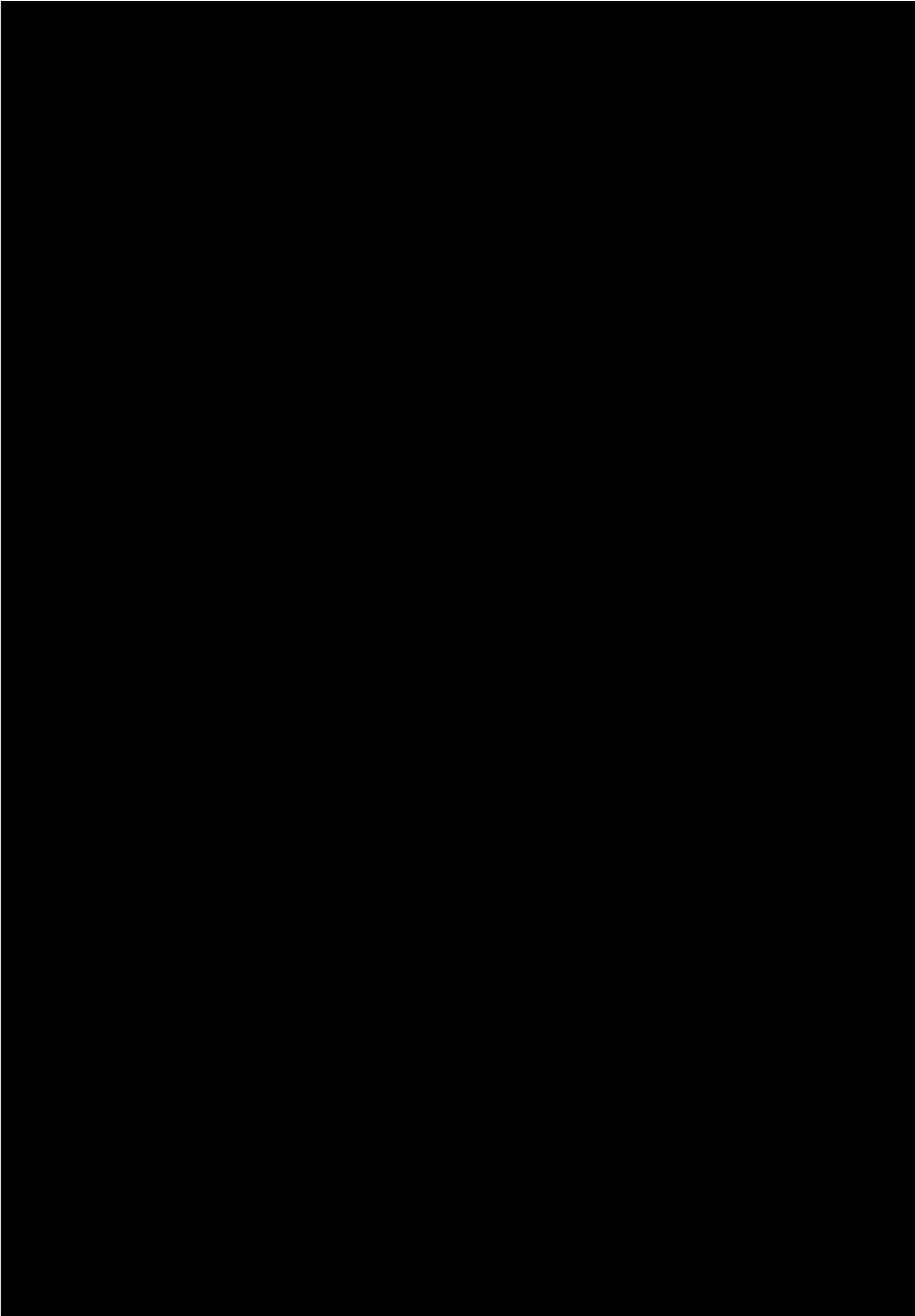
Unless otherwise expressly stated in this deed, the PS Developer Payment is the Principal's property and is not refundable in any circumstances.

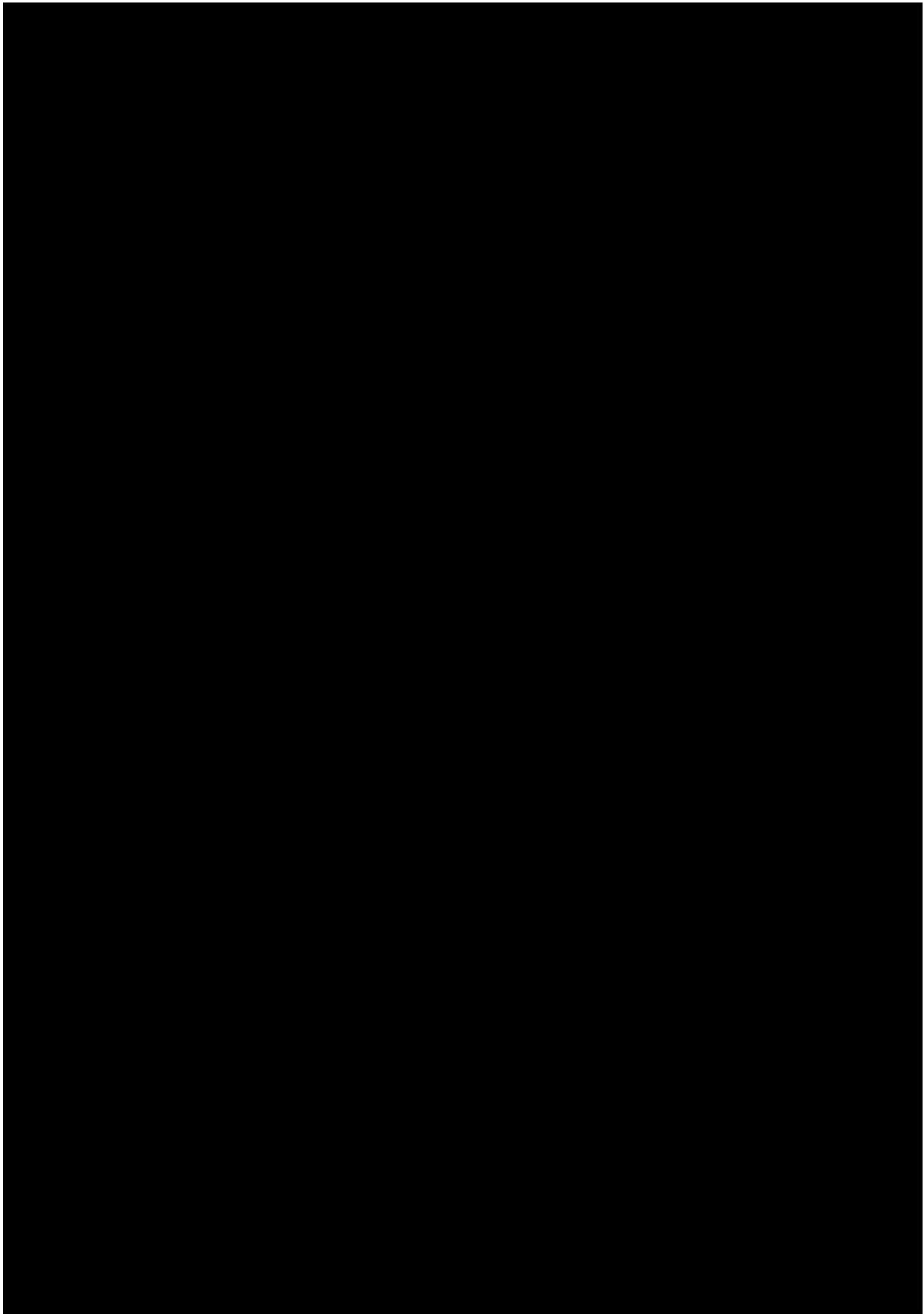


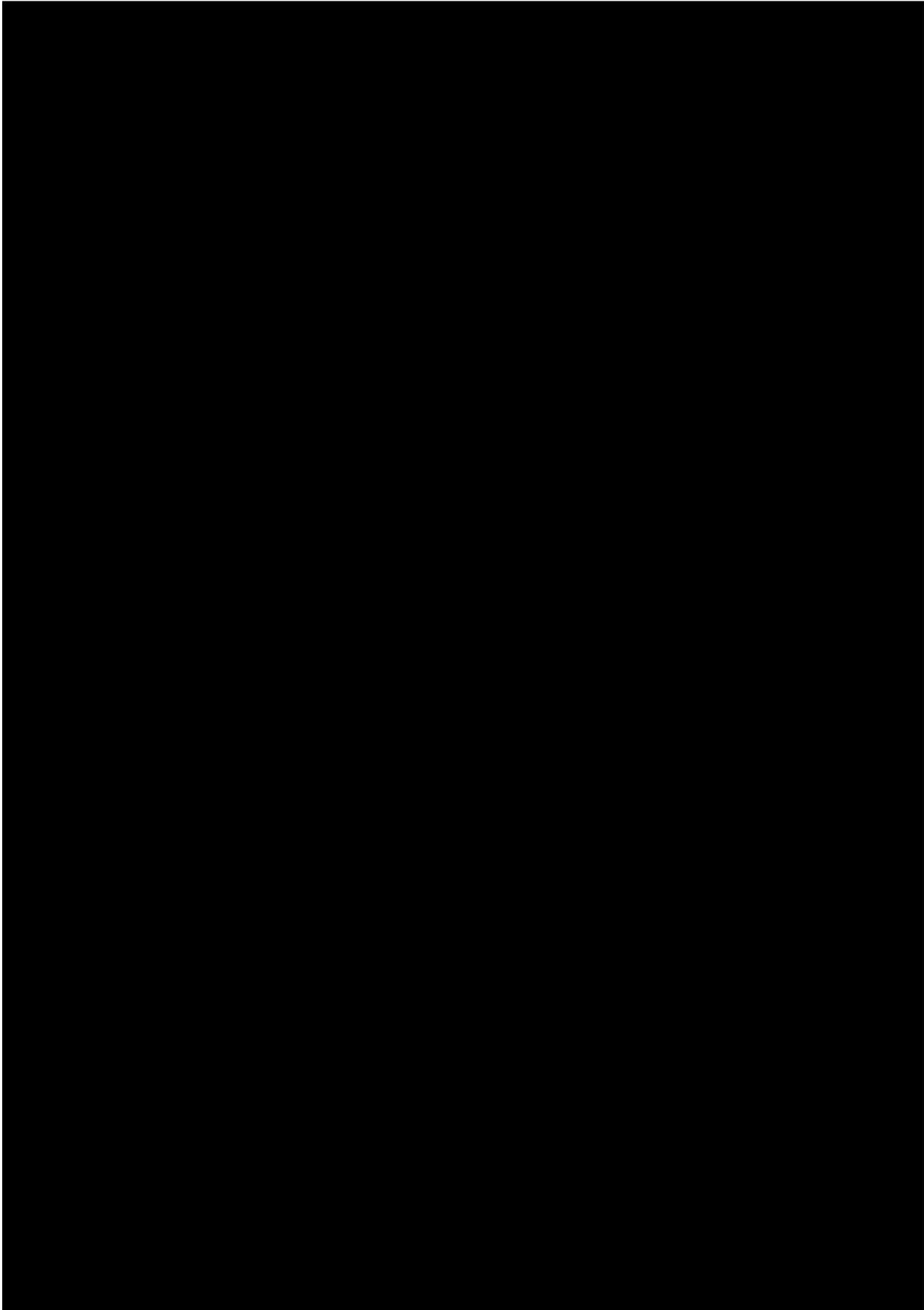


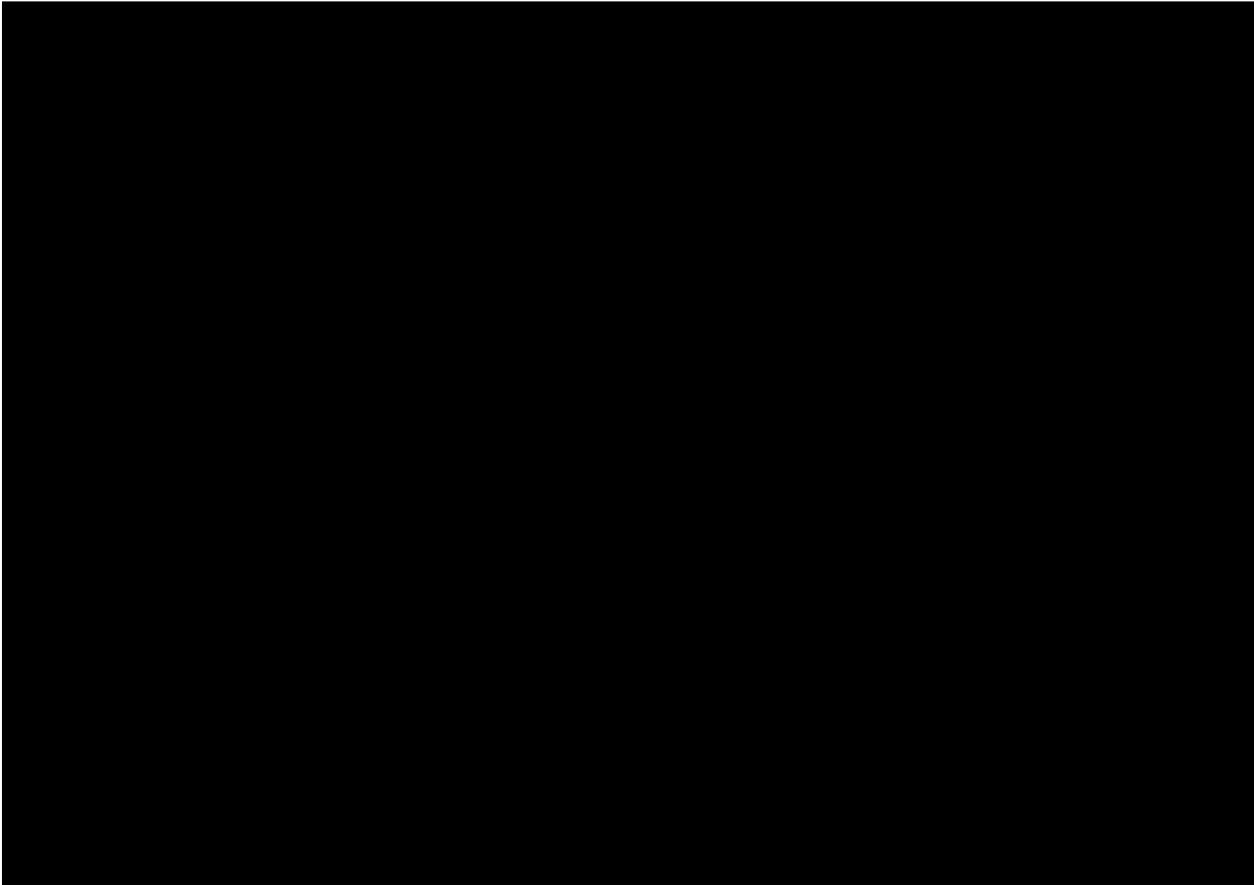








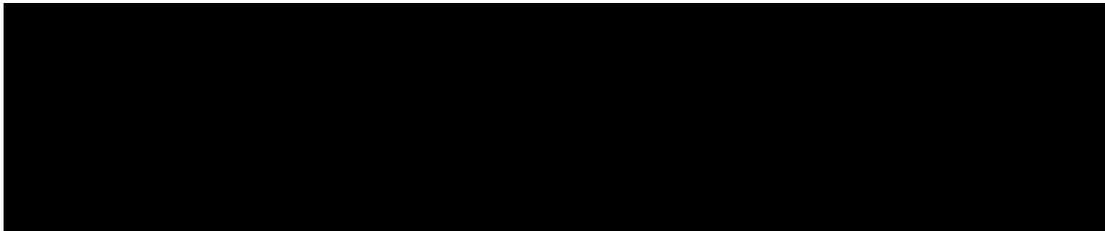




28. **GST**

28.1 **Payment of GST**

- (a) **(Amounts exclusive of GST)** Unless otherwise expressly stated, all amounts payable under or in connection with this deed are stated exclusive of GST.
- (b) **(If payable)** If GST is or will be payable on a supply made under or in connection with this deed:
  - (i) the consideration otherwise provided for that supply under this deed is increased by the amount of that GST; and
  - (ii) the recipient must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided or, if the consideration has already been paid or provided, within 5 Business Days after receiving a written demand from the supplier.



## 28.2 Later adjustment to price or GST

If there is an adjustment event in relation to a supply which results in the amount of GST on a supply being different from the amount in respect of GST already recovered by the supplier, as appropriate, the supplier:

- (a) may recover from the recipient the amount by which the amount of GST on the supply exceeds the amount already recovered by giving 5 Business Days' written notice; or
- (b) must refund to the recipient the amount by which the amount already recovered exceeds the amount of GST on the supply but only to the extent that the supplier is entitled to a refund or credit from the Commissioner of Taxation,

and, in either case, must issue an adjustment note reflecting the adjustment event in relation to the supply to the recipient within 20 Business Days after the adjustment event.

## 28.3 Tax invoice/adjustment note

The right of the supplier to recover from the recipient any amount in respect of GST under this deed on a supply is subject to the issuing of a tax invoice or adjustment note to the recipient.

## 28.4 Indemnities and reimbursement

Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party or used as the basis for calculation of consideration for a supply under this deed must exclude the amount of GST referable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue.

## 28.5 Non-monetary consideration

If a party notifies the other party that it believes it is providing or receiving non-monetary consideration in respect of a supply made or acquired under this deed, the parties will cooperate in good faith to:

- (a) agree whether there is a provision of non-monetary consideration and its value; and
- (b) if so, take any necessary action, acting at all times in accordance with any rulings and compliance guidelines issued by the Commissioner of Taxation, to minimise any adverse impact on both parties to the extent allowable by Law.

## 29. CARE OF THE OSD WORKS, RISKS AND INSURANCE

### 29.1 Responsibility for care of the OSD Works

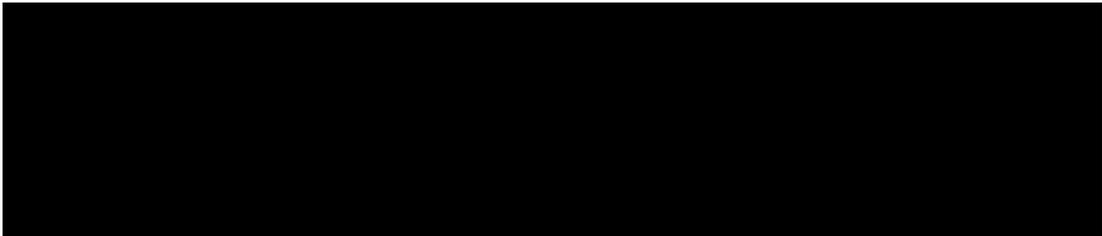
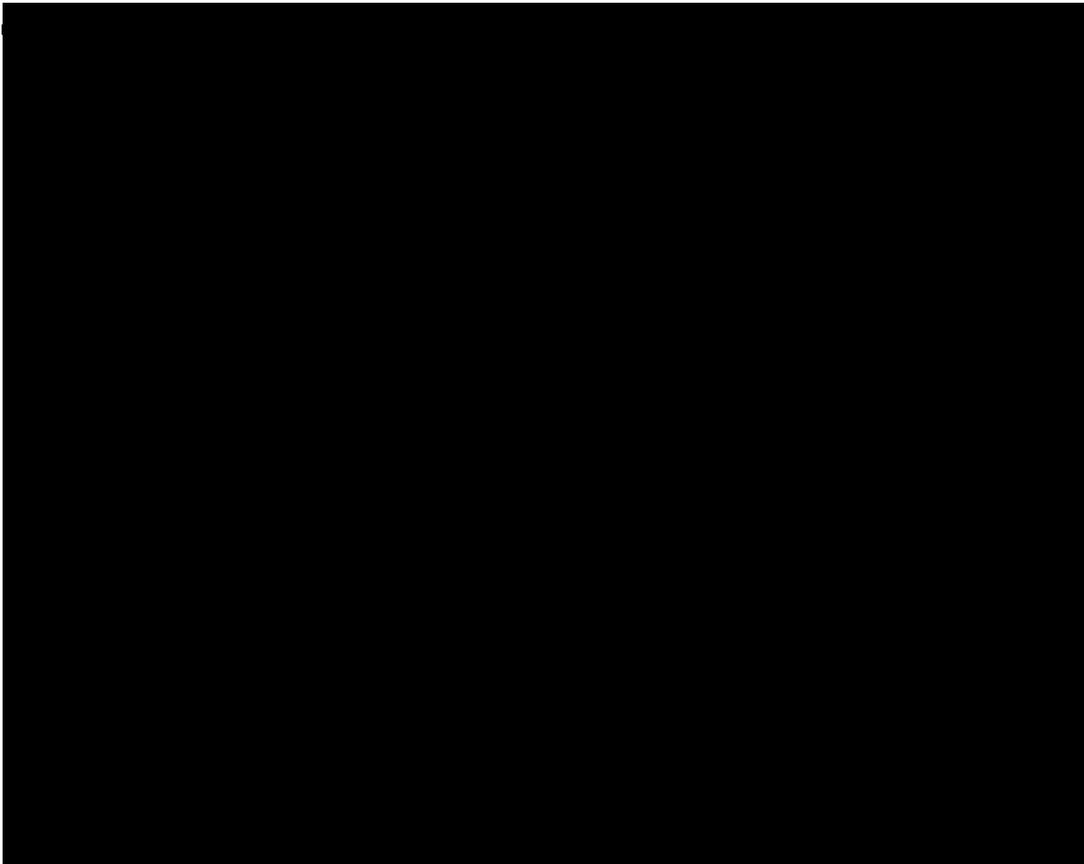
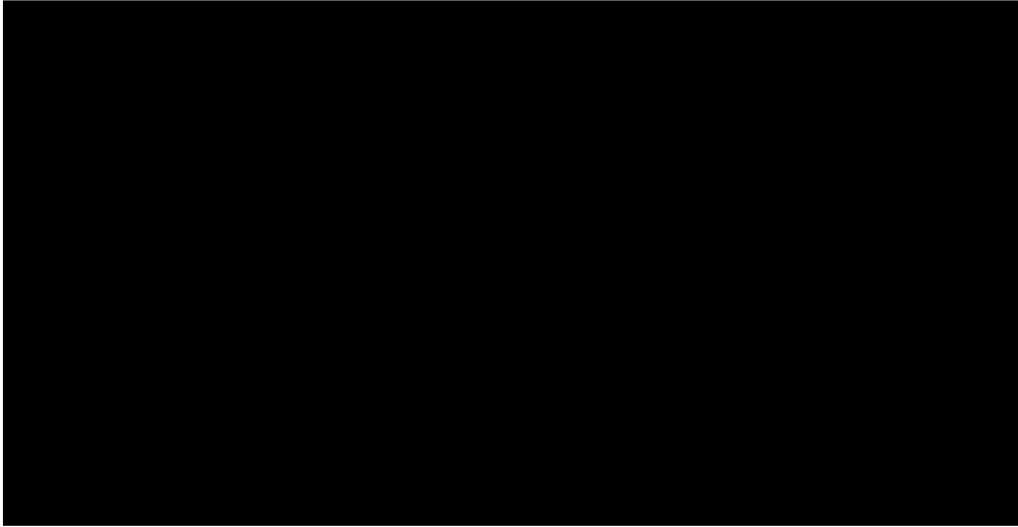
The PS Developer is responsible for the care of, and bears the risk of destruction, loss or damage to:

- (a) **(OSD Works)** the OSD Works from the date of this deed; and
- (b) **(Construction Site)** each part of the Construction Site (including any improvements on the Construction Site) from the relevant Construction Licence Commencement Date,

up to and including the date of completion of the Residential Sale Contract.

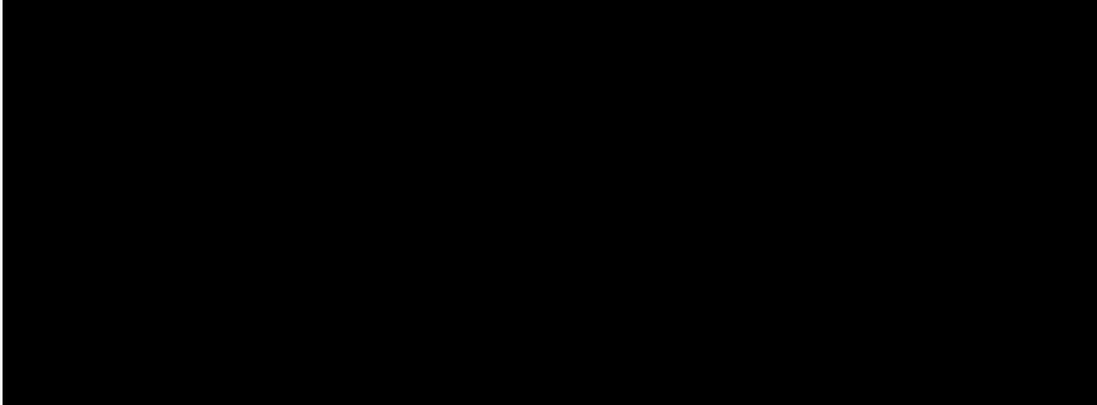
29.2 **Principal's insurance**

- (a) **(Requirement to effect)** The Principal must effect:
- (i) within 25 Business Days after the date of this deed, public and products liability insurance;
  - (ii) if the Date for Commencement is on or before the Date for Completion, at least 5 Business Days before the Date for Commencement, contract works (material damage) insurance; and
  - (iii) if the Date for Commencement is on or before the Date for Completion, at least 20 Business Days before the Date for Commencement [REDACTED]
- on the terms of the policies set out in Schedule A17 (*Insurance Policies*) including for the benefit of:
- (iv) the PS Developer (as a named party);
  - (v) [REDACTED] the D&C Contractor (as a named party); and
  - (vi) any other entity with an insurable interest notified by the PS Developer to the Principal in writing from time to time (as a named party).
- (b) **(Requirement to maintain)** The Principal must ensure that the Insurances it is required to take out pursuant to clause 29.2(a) are maintained:
- (i) in the case of contract works (material damage) insurance, until the end of all Defects Correction Periods;
  - (ii) in the case of public and products liability insurance, until the date which is the earlier of:
    - (A) the end of all Defects Correction Periods; and
    - (B) cancellation of the public and products liability insurance by the Principal pursuant to clause 29.3(b) (*Principal's right to pro-rata premium*); and
  - (iii) [REDACTED]
- (c) **(PS Developer acknowledgement)** The Principal's Insurances are subject to the exclusions, conditions, deductibles and excesses noted on the Principal's Insurance policies and the PS Developer acknowledges and agrees that:
- (i) it has satisfied itself of the nature and extent of the cover provided by the Principal's Insurances;
  - (ii) the Principal's Insurances do not cover every risk to which the PS Developer or its Associates may be exposed and are subject to deductibles and limits and the PS Developer may, at its Cost, elect to effect insurance for any risk or liability which is not covered by the Principal's Insurances;





29.3



**29.4 PS Developer's Insurance obligations**

The PS Developer must effect and maintain, or cause to be effected and maintained, the Insurances required by Schedule A16 (*PS Developer Insurance Requirements*).

**29.5 Periods of Insurance**

The PS Developer must ensure that the Insurances it is required to take out pursuant to this deed:

(a) **(requirement to effect)** are effected:

- (i) in the case of the Insurance referred to in clause 1.3 of Schedule A16 (*PS Developer Insurance Requirements*), within 2 Business Days after the date of this deed;
- (ii) in the case of the Insurances referred to in clause 1.2, clause 1.4, clause 1.5 and, if the Date for Commencement is on or before the Date for Completion, clause 1.6 of Schedule A16 (*PS Developer Insurance Requirements*), at least 5 Business Days before the Date for Commencement; and
- (iii) in the case of the Insurance referred to in clause 1.7 of Schedule A16 (*PS Developer Insurance Requirements*), if the Principal has issued a notice to the PS Developer pursuant to clause 29.3(b), the date of cancellation of the public and products liability insurance as set out in such notice; and

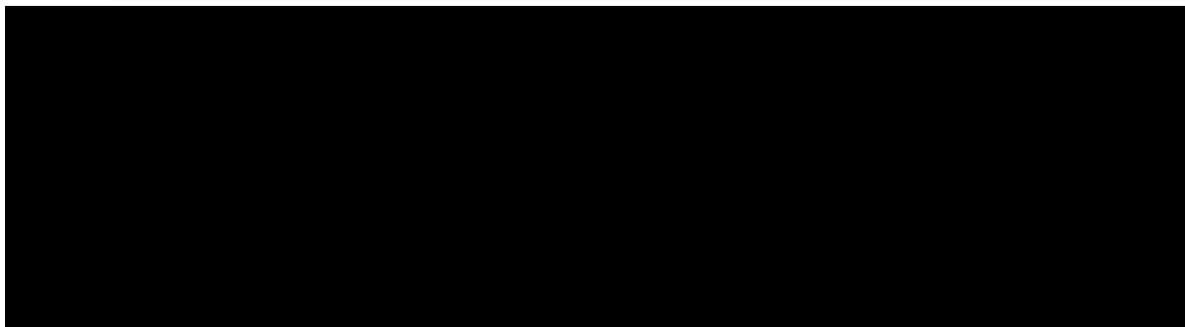
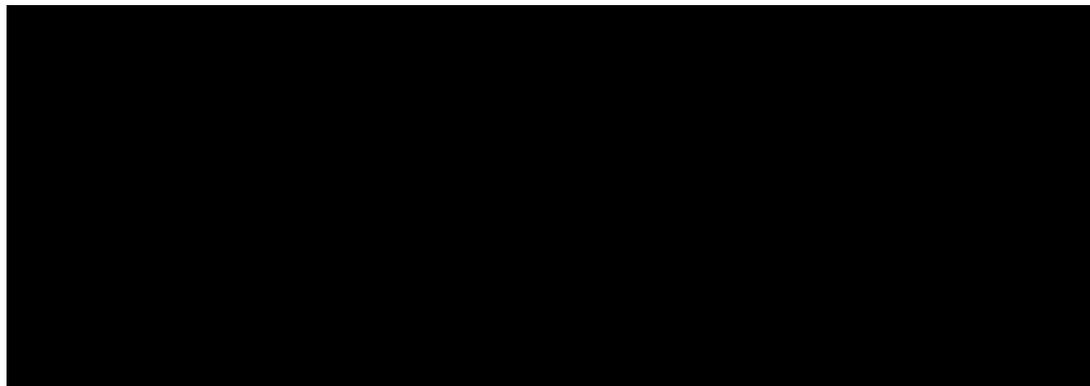
(b) **(requirement to maintain)** are maintained:

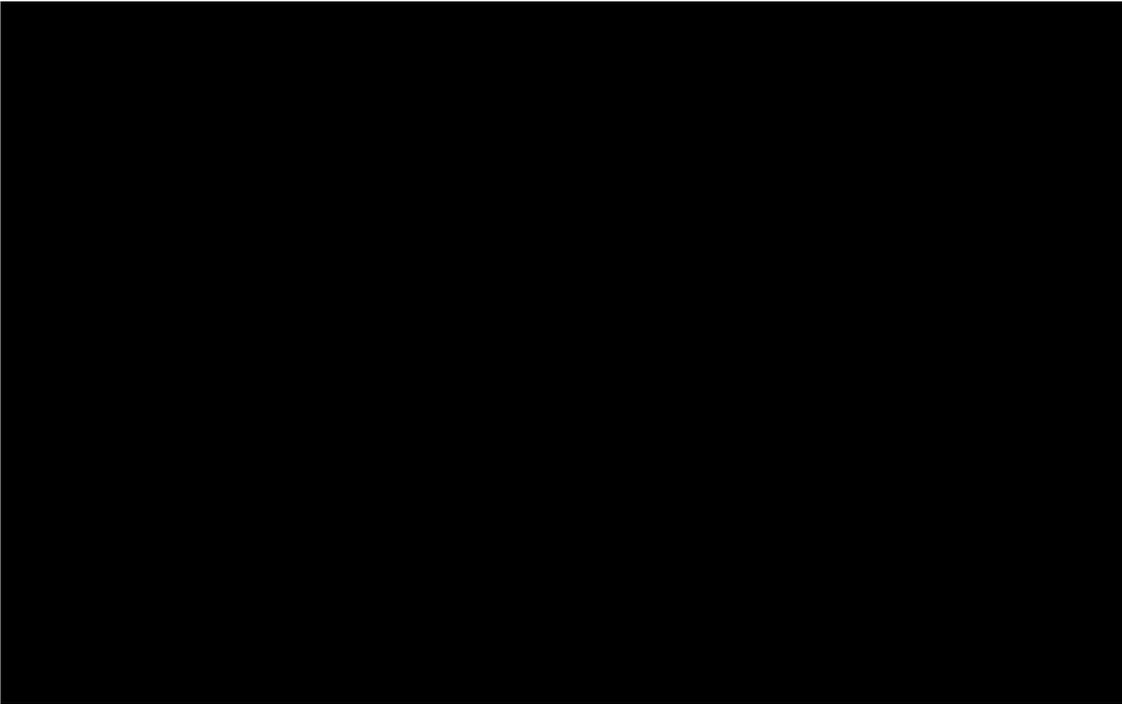
- (i) in the case of the Insurance referred to in clause 1.7 of Schedule A16 (*PS Developer Insurance Requirements*), until completion of the Residential Sale Contract;
- (ii) in the case of the Insurances referred to in clause 1.2, clause 1.4, clause 1.5 and clause 1.6 of Schedule A16 (*PS Developer Insurance Requirements*), until the end of all Defects Correction Periods; and

- (iii) In the case of the Insurance referred to in clause 1.3 of Schedule A16 (*PS Developer Insurance Requirements*), until 7 years after the Date of Completion.

29.6 **Evidence of policies**

- (a) **(Provision of evidence)** The PS Developer must, in respect of the Insurances which it is required to effect or maintain, or cause to be effected or maintained, pursuant to this clause 29, provide the Principal's Representative within 5 Business Days after a request with:
  - (i) certificates of currency of the Insurances before the relevant commencement date referred to in clause 29.5(a) (*Periods of Insurance*) for each Insurance, which certificates must be in such form and contain such details as may be required by the Principal's Representative;
  - (ii) updated certificates of currency for the Insurances whenever requested by the Principal's Representative;
  - (iii) where an Insurance policy insures the Principal, the PS Developer and Subcontractors, a copy of that Insurance policy whenever requested by the Principal's Representative; and
  - (iv) other evidence of the Insurances which the Principal's Representative reasonably requires.
- (b) **(Principal may effect)** If the PS Developer does not comply with clause 29.6(a) or clause 29.7 (*Premiums*), or otherwise fails to effect and maintain Insurances which the PS Developer is required to effect and maintain under this clause 29, the Principal may (but is not obliged to) effect and maintain the relevant Insurances and any costs incurred by the Principal in doing so will be a debt due and payable by the PS Developer to the Principal and the PS Developer must provide the Principal with reasonable assistance and information to allow it to exercise this right.





29.8 **Undertaking to inform**

The PS Developer must ensure that, in respect of each Insurance required to be effected under this clause 29, it:

- (a) **(no prejudice)** does not do anything, or allow anything to be done, which prejudices that Insurance;
- (b) **(rectify)** if necessary, rectifies anything which may prejudice that Insurance;
- (c) **(reinstate or replace)** reinstates or replaces any Insurance policy (other than any of the Principal's Insurances);
- (d) **(not cancel)** does not cancel, vary or allow any Insurance policy (other than any of the Principal's Insurances) to lapse without the prior written consent of the Principal's Representative;
- (e) **(notify)** immediately notifies the Principal's Representative if:
  - (i) an Insurance policy is cancelled;
  - (ii) any event occurs which may result in an Insurance policy being cancelled;
  - (iii) it is notified by an insurer that a policy may be cancelled; or
  - (iv) it becomes aware of any actual, threatened or likely claims under any of the Insurances which could materially reduce the available limit of indemnity; and
- (f) **(provision of information)** gives full, true and particular information to the insurer of all matters and things the non-disclosure of which may in any way prejudice or affect any such policy or the payment of all or any benefits under the Insurance.

## 29.9 Reinstatement

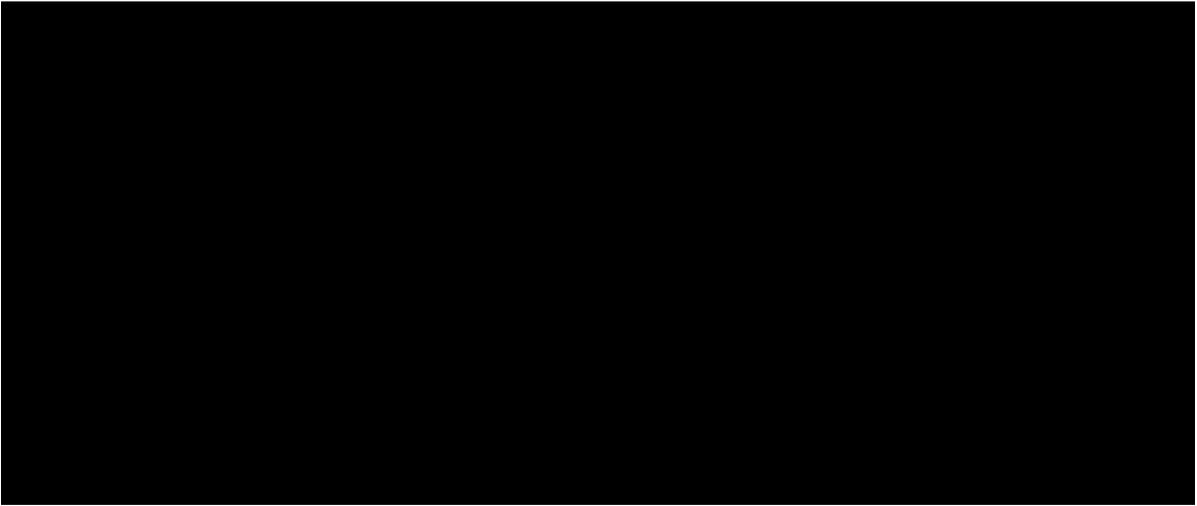
If, prior to the time the PS Developer ceases to be responsible under clause 29.1 (*Responsibility for care of the OSD Works*) for the care of a part of the OSD Works or any other thing referred to in clause 29.1 (*Responsibility for care of the OSD Works*), any destruction, damage or loss occurs to the OSD Works or any other thing referred to in clause 29.1 (*Responsibility for care of the OSD Works*) for which the PS Developer bears the risk under this clause 29, the PS Developer must:

- (a) (**make secure**) procure that the OSD Works and the parts of the Construction Site which are still under the control of the PS Developer are made secure;
- (b) (**consult**) promptly consult with the Principal's Representative to agree on steps to be taken to ensure:
  - (i) the prompt make good, repair or replacement of the destruction, loss or damage so that there is minimal disruption to the Station Project Works, the Interface Works and the Pitt Street Station; and
  - (ii) that, to the greatest extent possible, the PS Developer continues to comply with its obligations under this deed;
- (c) (**make good**) promptly procure that any of the destruction, loss or damage to the OSD Works, the Construction Site or improvements on the Construction Site (if any) are made good, repaired or replaced;
- (d) (**manage**) procure that all make good, repair and replacement activities are managed so as to minimise the impact on the Station Project Works, the Interface Works and the Pitt Street Station; and
- (e) (**keep informed**) keep the Principal's Representative fully informed of the progress of the make good, repair and replacement activities.

## 29.10 Application of the Principal's Insurance proceeds

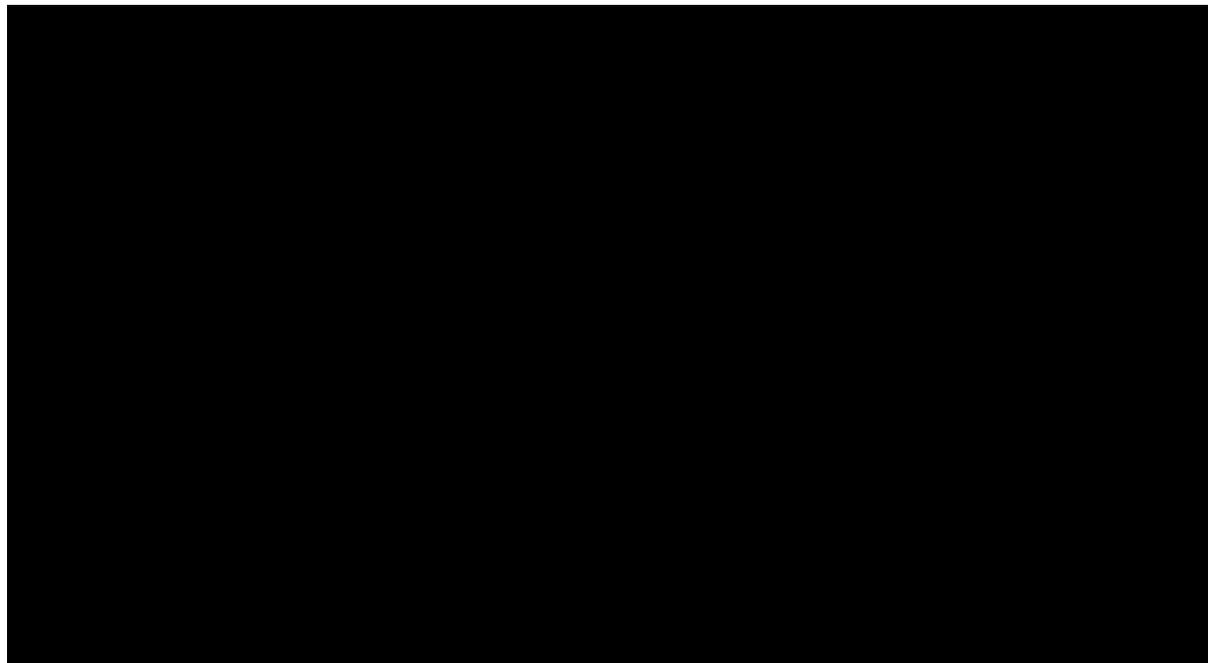
If all or any part of the OSD Works are damaged or destroyed on or before the date of completion of the Residential Sale Contract, the parties agree that:

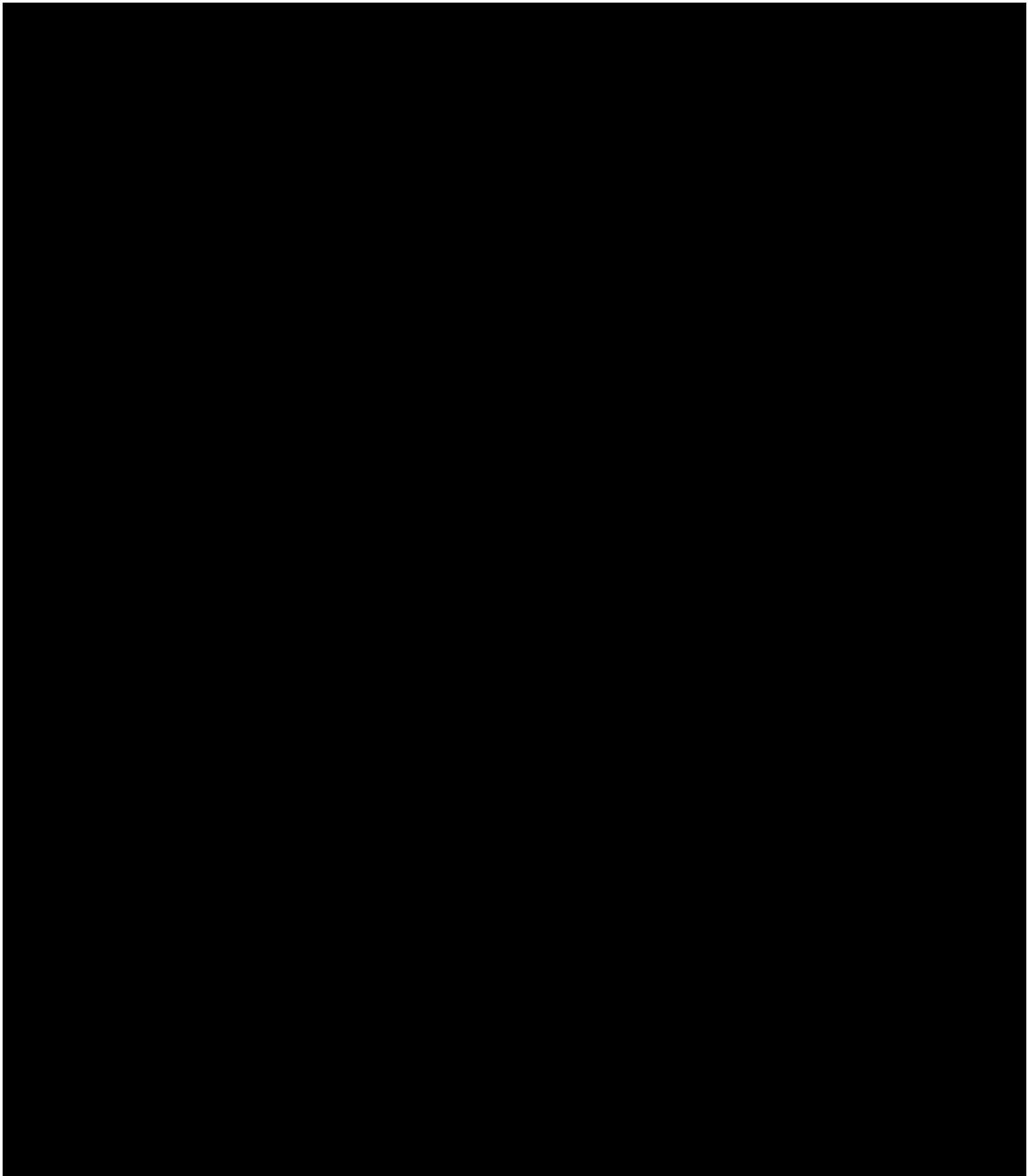
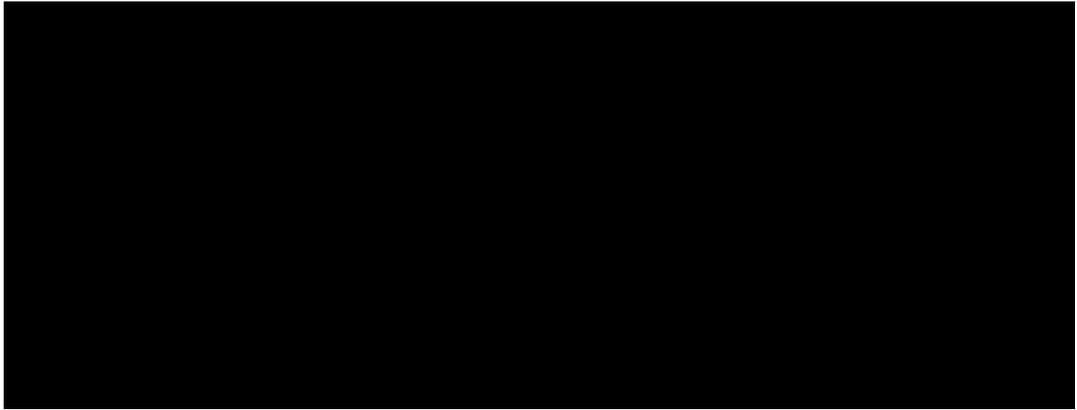
- (a) if permitted by the insurance policy and agreed to by the insurer, the Principal and the PS Developer will be joint loss payees in respect of any benefits payable under the Insurance referred to in clause 29.2(a)(ii) or clause 1.6 of Schedule A16 (*PS Developer Insurance Requirements*) (as applicable) and all proceeds (less any costs of reinstatement that the Principal is reasonably satisfied that the PS Developer has already incurred in procuring reinstatement of the OSD Works) will be paid to an account in the names of the Principal and the PS Developer, which proceeds will then be used for the purpose of reinstating the relevant OSD Works;
- (b) as the PS Developer proceeds to procure the reinstatement of the relevant OSD Works, the Principal and the PS Developer will consent to the moneys being progressively withdrawn from the joint account for the purposes of satisfying the costs of such reinstatement, provided that the Principal's Representative is reasonably satisfied that the proceeds being withdrawn will be used by the PS Developer for the procurement of such reinstatement; and
- (c) if the proceeds received under any Principal's Insurance in respect of the damage to or destruction of the relevant OSD Works are less than the cost of procuring the repair or replacement of the relevant OSD Works (or those Principal's Insurances are void or unenforceable or in accordance with their terms do not cover the particular damage or destruction), the PS Developer must procure completion of the repair and replacement of those OSD Works at its own Cost.



29.12 **Change to limits and Insurances**

- (a) **(Principal may change)** The Principal may increase or decrease the limits of indemnity required for the Insurances referred to in, or change the types of Insurances required to be effected or maintained by the PS Developer under this deed at each renewal date of the relevant Insurance by providing 6 months' prior written notice to the PS Developer.
- (b) **(Change required to conform)** The Principal may only change the limits of indemnity required for the Insurances referred to in, or require additional insurances under, this deed where it has obtained an opinion from a reputable insurance broker or otherwise appropriately qualified consultant that a change is required in order to conform with current prudent insurance practice for an entity with a risk profile comparable to the PS Developer.
- (c) **(PS Developer must change)** The PS Developer must, within 60 days of receipt of a notice from the Principal to change the limits of indemnity required for the insurances referred to in Schedule A16 (*PS Developer Insurance Requirements*), or to change the types of insurances required by Schedule A16 (*PS Developer Insurance Requirements*), effect the required changes.





**29.15 Liabilities of PS Developer not affected**

The effecting of Insurances does not limit the Liabilities or obligations of the PS Developer under this deed.

**29.16 Survival of termination**

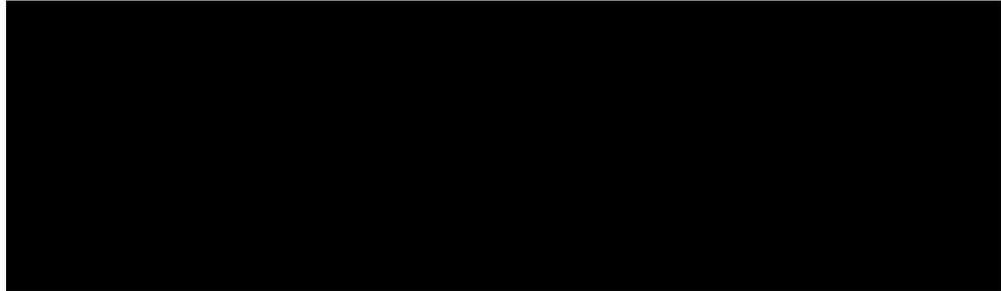
This clause 29 survives termination or expiry of this deed.

**30. INDEMNITY AND LIABILITY EXCLUSIONS****30.1 Indemnity by the PS Developer**

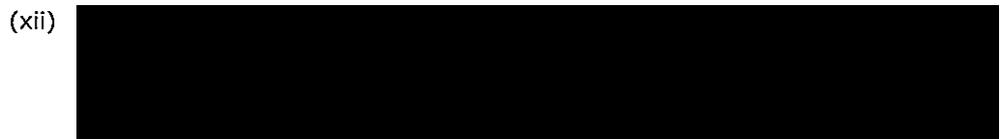
The PS Developer indemnifies each State Indemnified Party from and against:

- (a) any Losses incurred or suffered by a State Indemnified Party in respect of:
- (i) damage to, loss or destruction of, or loss of use of or access to (whether total or partial), any State Indemnified Party's real or personal property; or
  - (ii) any Claim against a State Indemnified Party (including by another State Indemnified Party) or any Liability a State Indemnified Party may have to third parties in respect of or arising out of or in connection with:
    - (A) any illness, personal injury to, or death of, any person; or
    - (B) damage to, loss or destruction of, or loss of use of or access to (whether total or partial), any real or personal property,
 caused by, arising out of, or in any way in connection with the PS Developer's activities, including:
    - (iii) the use of any or access to the Construction Site by the PS Developer;
    - (iv) performance of the obligations of the PS Developer;
    - (v) the carrying out of, or the procurement of the carrying out of, the OSD Works; and
    - (vi) the designing and performing, or procuring the design and performance of, any PS Developer's Fitout Works in the OSD by the PS Developer;
- (b) any Losses incurred or suffered by a State Indemnified Party, or any Claim made by or Liability to any other person, arising out of or in any way in connection with:
- (i) any breach of (including breach of warranty), or failure to comply with, the terms of any PS OSD Contract Document by the PS Developer or its Associates;
  - (ii) the carrying out of the OSD Works or the designing and performing, or procuring the design and performance of, any PS Developer's Fitout Works in the OSD;
  - (iii) any fraudulent, negligent or unlawful act or omission by the PS Developer or any of its Associates;

- (iv) the design or construction of the Residential OSD Works;
- (v) the Residential Sale Contract;
- (vi) any failure by the Appointed Principal Contractor to exercise or fulfil the functions and responsibilities of the principal contractor under the WHS Legislation;
- (vii) any IPR Claim;



- (x) not used;
- (xi) any occupation of the South Station Lot pursuant to clause 9.7 (*Access to the South Station Lot by the PS Developer*);



- (xii) breach by the PS Developer of any of the warranties and obligations in clause 5.8 (*Home Building Act*); and

(c) any Environmental Liabilities arising out of or in connection with:

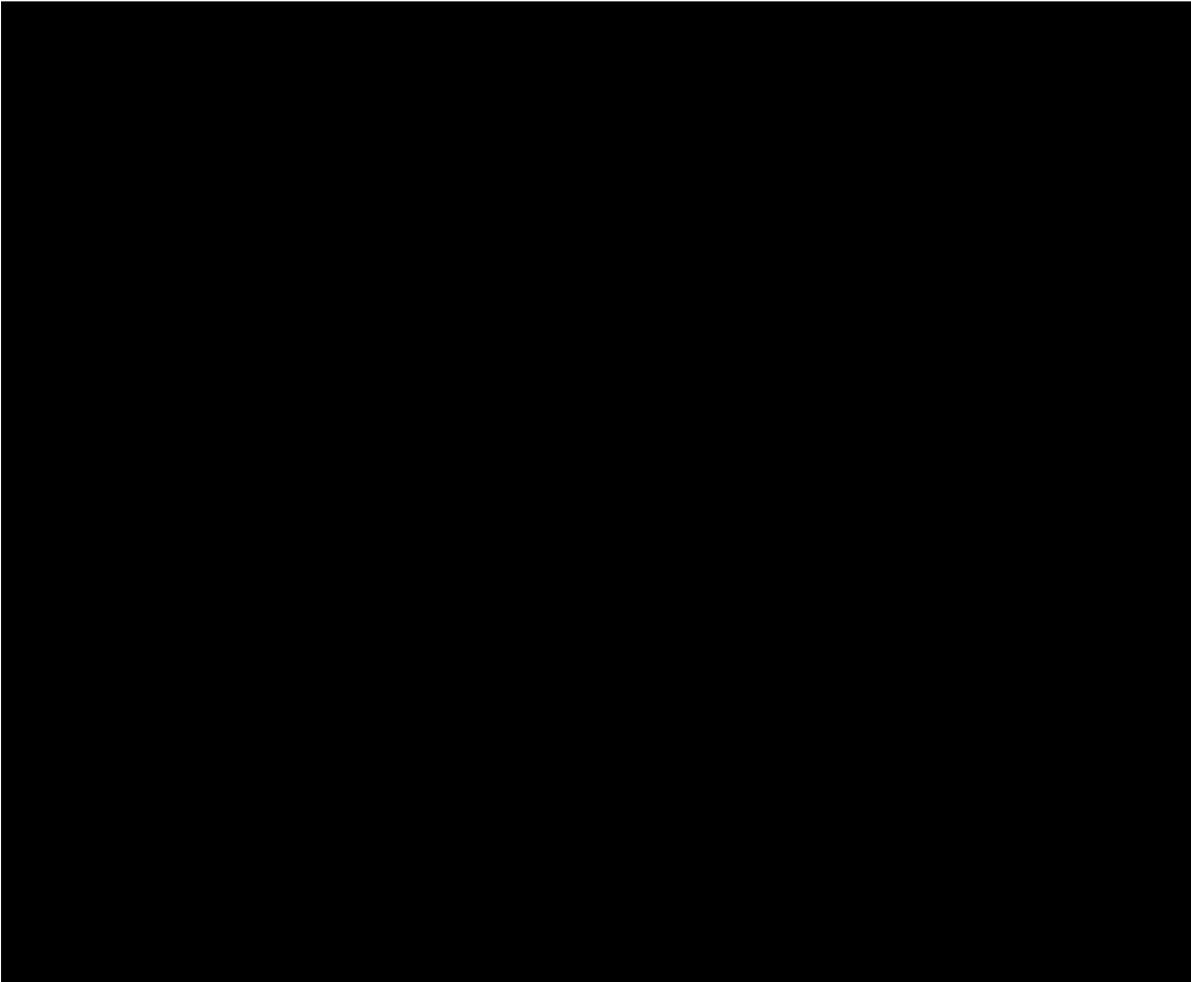
- (i) a breach of this deed by the PS Developer or its Associates;
- (ii) a negligent, wrongful or reckless act or omission of the PS Developer or its Associates arising from or in connection with:
  - (A) the carrying out of the OSD Works;
  - (B) accessing or using the Construction Site; or
  - (C) exercising any right or performing any obligation of the PS Developer or its Associates under any PS OSD Contract Document; or
- (iii) the carrying out of the OSD Works.

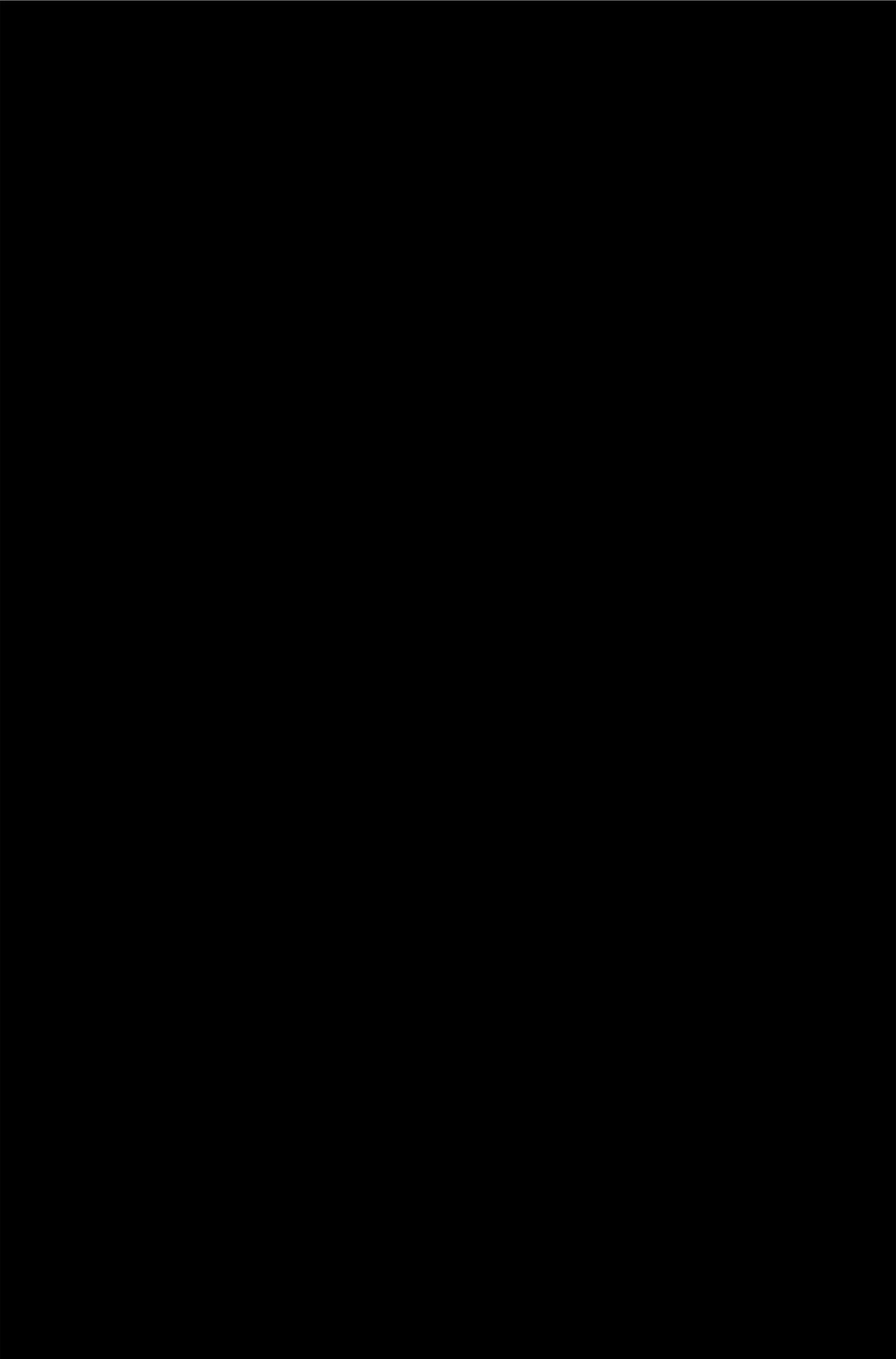
**30.2 Contribution by the Principal**

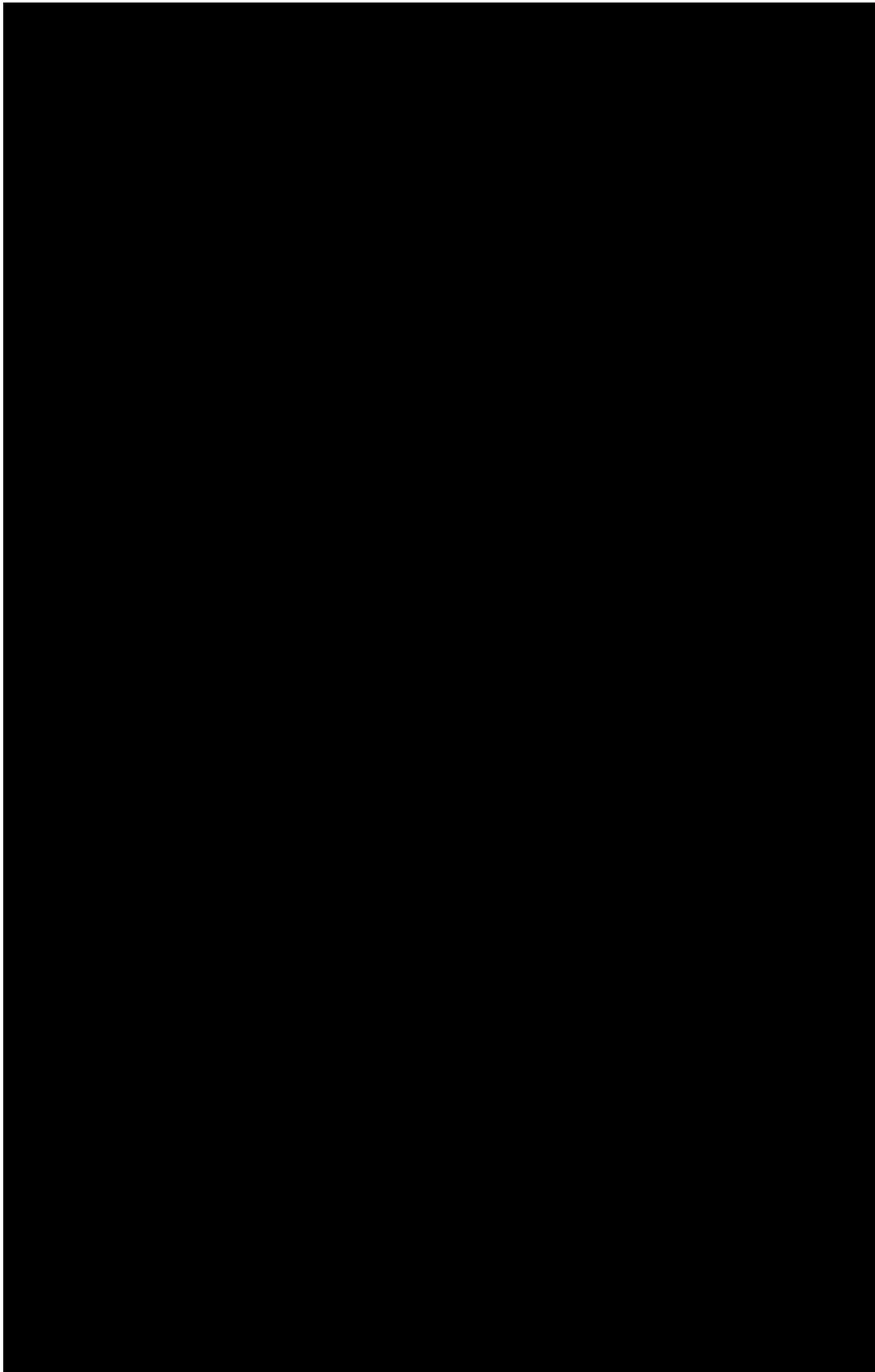
The PS Developer's liability to indemnify any State Indemnified Party under this deed will be reduced to the extent that a breach of this deed by the Principal or a negligent act or omission of the Principal, its Associates or any other State Indemnified Party contributed to the Claim or Loss.

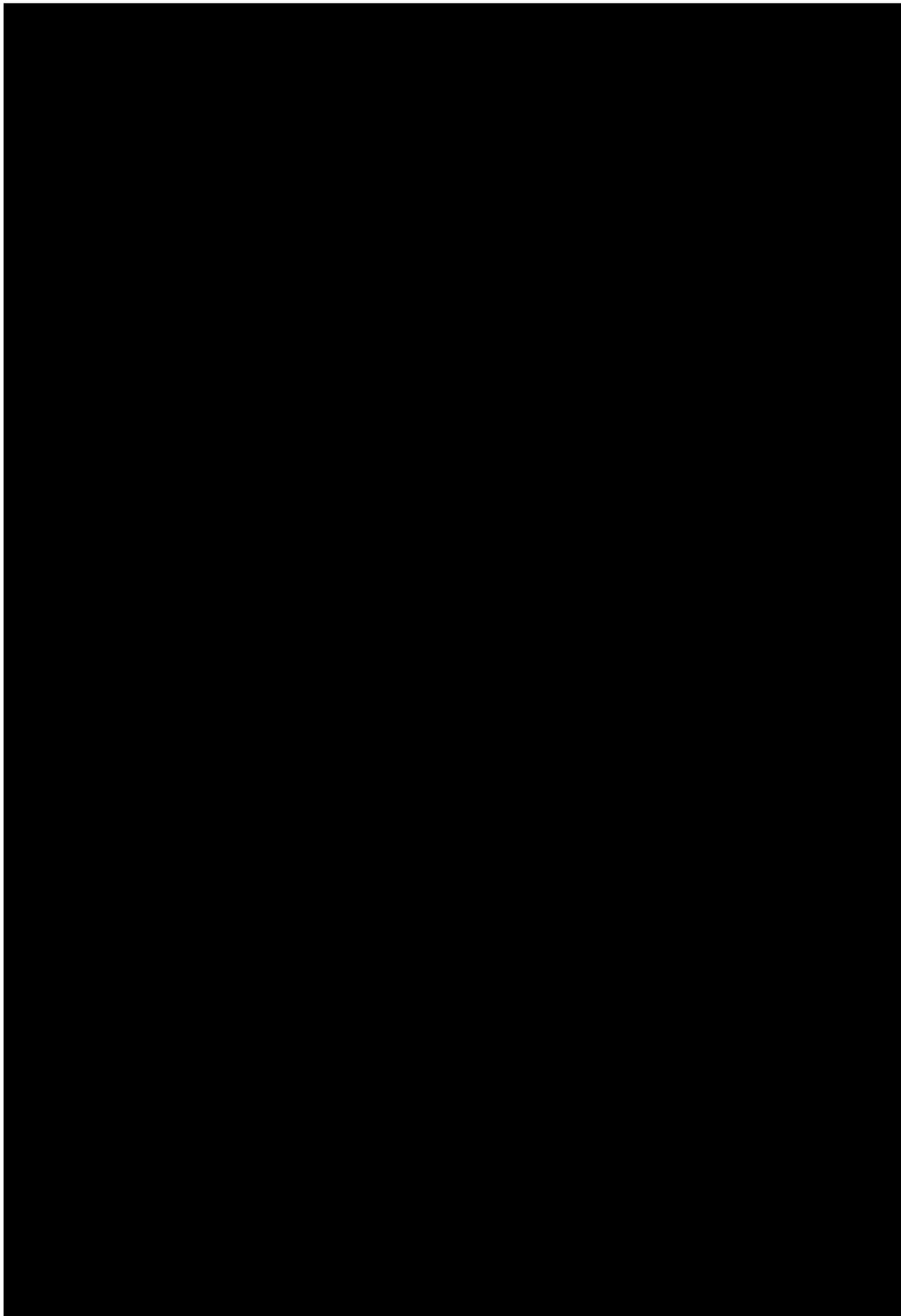
30.3 **Obligations not affected**

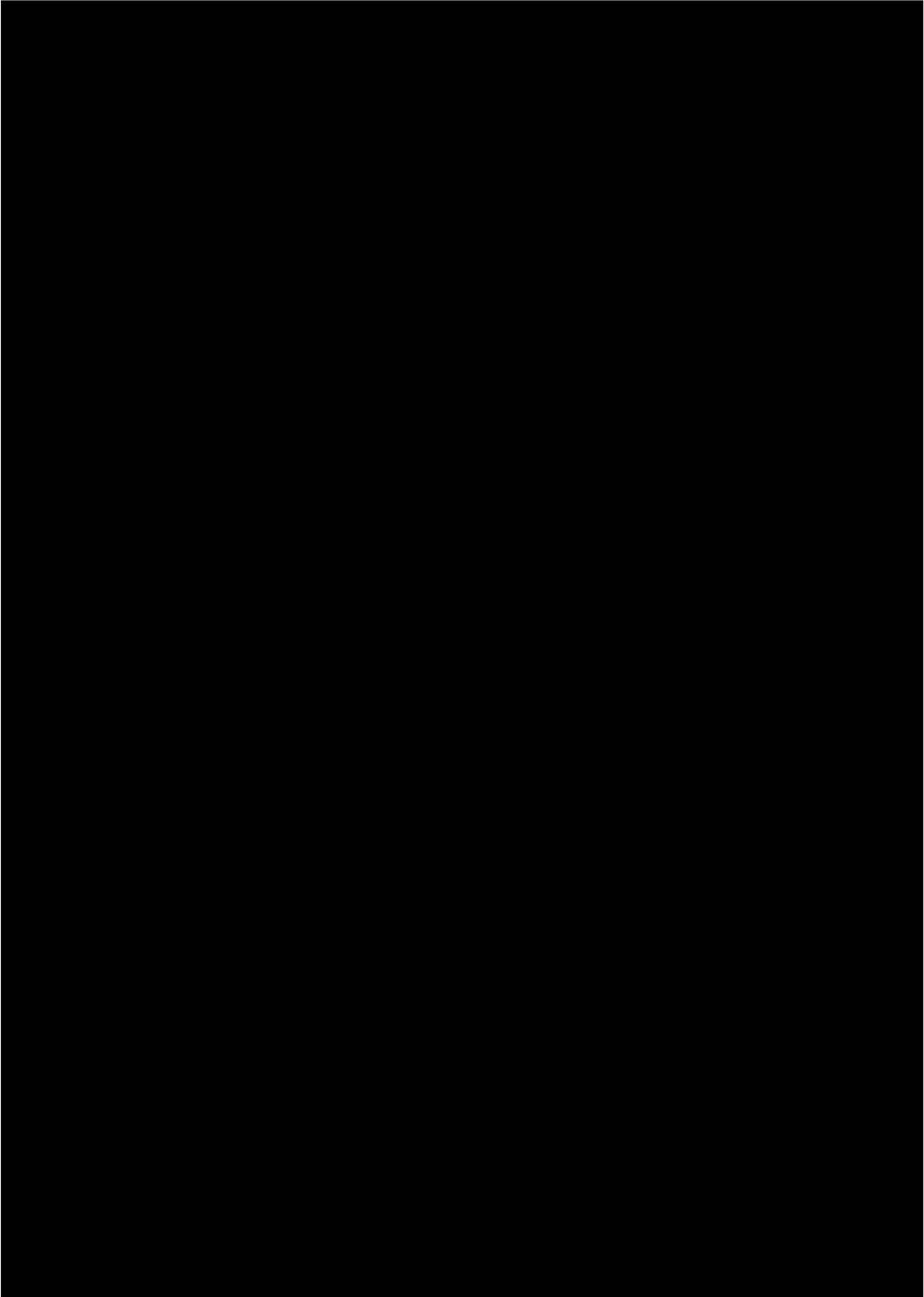
- (a) **(No affect)** Clause 30.1 (*Indemnity by the PS Developer*) does not limit or otherwise affect the PS Developer's other obligations under this deed or otherwise according to Law.
- (b) **(No relief from insurance)** The PS Developer is not relieved of any obligation to indemnify a State Indemnified Party under clause 30.1 (*Indemnity by the PS Developer*) by reason of effecting insurance or being an insured party under an insurance policy effected by the Principal.

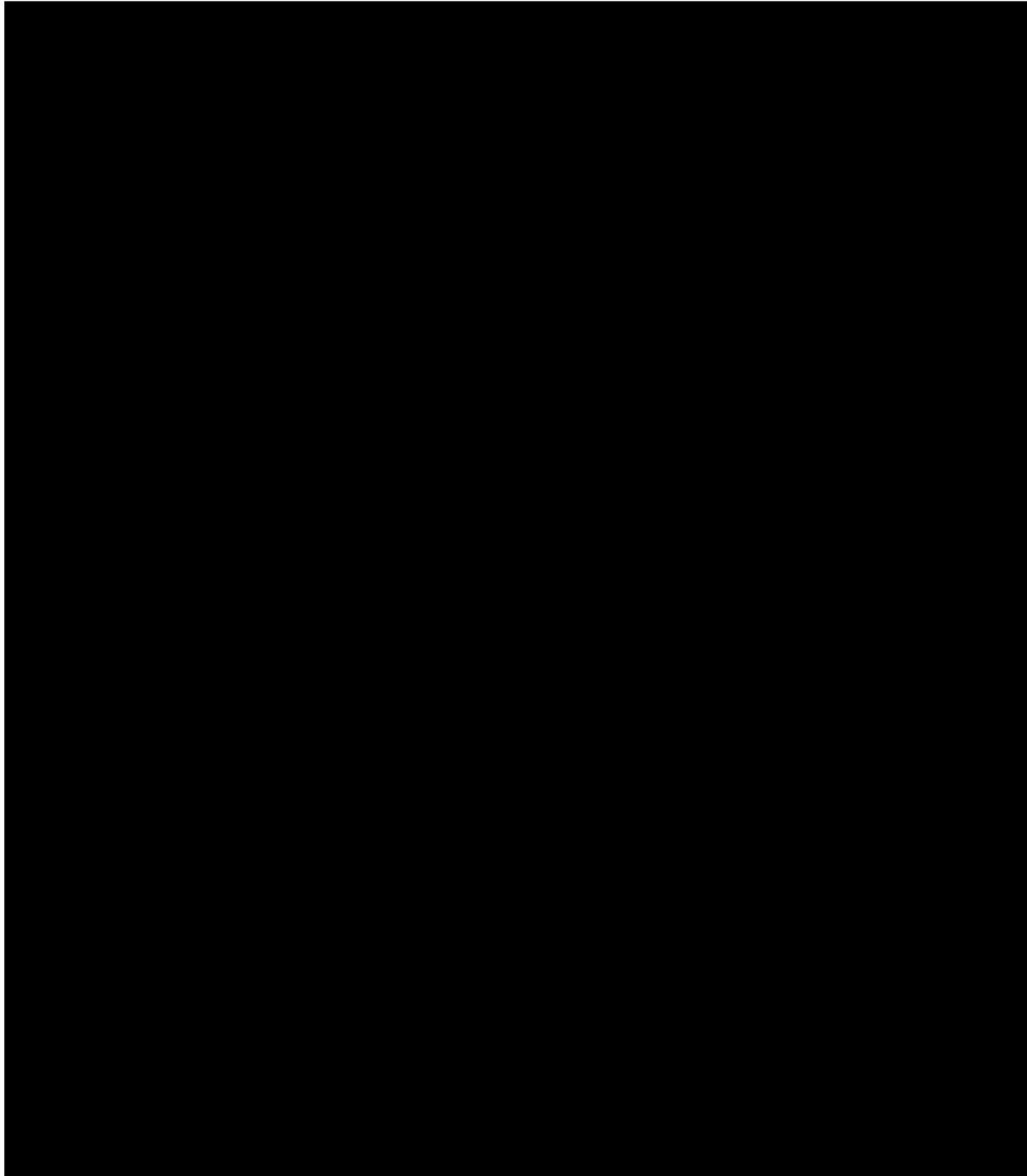












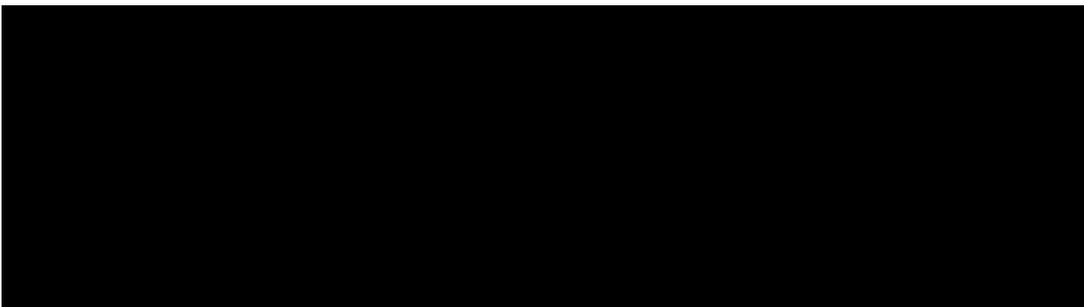
**31. DEFAULT AND TERMINATION**

**31.1 Event of Default**

Each of the following events is an Event of Default:

- (a) **(Abandonment)** the PS Developer Abandons the OSD Works (provided that the Principal may not terminate this deed by reason of this Event of Default where an Insolvency Event has occurred in relation to the D&C Contractor and the PS Developer has complied with and is continuing to comply with clause 20.4(c) (*Progressing the OSD Works*));

- (b) **(progress of OSD Works)** a breach by the PS Developer of clause 20.4 (*Progressing the OSD Works*) (provided that the Principal may not terminate this deed by reason of this Event of Default where an Insolvency Event has occurred in relation to the D&C Contractor and the PS Developer has complied with and is continuing to comply with clause 20.4(c) (*Progressing the OSD Works*));
- (c) **(failure to insure)** the PS Developer does not effect or maintain (or cause to be effected or maintained) an Insurance which is required to be effected or maintained by the PS Developer under this deed and fails to do so within 10 Business Days after receipt of a notice from the Principal directing it to do so;
- (d) **(fraud)** the Principal is the victim of any fraud or dishonest conduct by the PS Developer or the D&C Contractor in connection with the carrying out of the OSD Works or the Sydney Metro City & Southwest, or the Independent Commission Against Corruption or similar public body determines that the PS Developer or the D&C Contractor have engaged in corrupt conduct, collusive pricing or other similar activity;
- (e) **(incorrect representation or warranty)** a representation or warranty made or given by the PS Developer in this deed or any other of the PS OSD Contract Documents proves to be untrue which has a material adverse effect on the PS Developer's ability to comply with its obligations under the PS OSD Contract Documents;
- (f) **(Security)** the PS Developer fails to provide the Delivery Guarantee under clause 3.1 (*Delivery Guarantee*), [REDACTED] or a legal opinion under clause 3.4 (*Legal opinions*);
- (g) **(Security is void or voidable)** the Delivery Guarantee, [REDACTED] becomes void or voidable;



- (i) **(WHS)** the PS Developer fails to comply with or ensure compliance with the obligations under this deed regarding work health and safety;
- (j) **(failure to provide Pre-Commencement certificates)** the PS Developer fails to provide:
  - (i) the Approved Engineer's Certificate (Pre-Commencement); or
  - (ii) the Residential Surveyor's Certificate (Pre-Commencement),as required by this deed;
- (k) **(failure to provide access)** the PS Developer fails to comply with its obligations under clause 1.3 of Schedule A25 (*Termination of Station Delivery Deed*);

- (l) **(other breach)** any other material breach by the PS Developer of this deed or any other of the PS OSD Contract Documents (including a breach by the PS Developer of clause 18.3 (*Principal's notice to remedy*), clause 24.2 (*PS Developer's obligations*) (to the extent that the relevant Defect is a HBA Defect) or clause 29.9 (*Reinstatement*));
- (m) **(breach of security document)** any breach of a material term of, or material obligation under:
  - (i) the Delivery Guarantee [REDACTED];
  - (ii) [REDACTED]
  - (iii) [REDACTED]
  - (iv) [REDACTED]
  - (v) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

31.2 **Default Notice**

- (a) **(Content of Default Notice)** If an Event of Default occurs, the Principal may give the PS Developer a notice (**Default Notice**):
  - (i) stating that it is a notice under this clause 31.2;

- (ii) providing details of the Event of Default; and
- (iii) requiring the PS Developer to:
  - (A) Remedy the Event of Default; or
  - (B) where the Event of Default cannot be remedied, overcome the Event of Default or make other arrangements to the satisfaction of the Principal,

within a reasonable period of time specified in the Default Notice (which period must not be less than 20 Business Days from the date of the Default Notice).

- (b) **(Compliance and Remedy Plan)** If the Principal gives the PS Developer a Default Notice:

- (i) the PS Developer must comply with the Default Notice; and
- (ii) unless urgent action is necessary or the relevant Event of Default is a failure to pay money or an Event of Default referred to in clause 31.1(f) or clause 31.1(g) (*Event of Default*):
  - (A) the PS Developer must give the Principal a program and plan (a **Remedy Plan**) outlining the manner in which the PS Developer will:
    - (aa) Remedy the Event of Default; or
    - (bb) overcome the Event of Default or make other arrangements to the satisfaction of the Principal,in accordance with the terms of the Default Notice;
  - (B) the Principal must consult with the PS Developer to develop and agree that Remedy Plan; and
  - (C) the PS Developer must thereafter comply with that Remedy Plan.

### 31.3 **Rights of the Principal following Default Notice**

If, by the time specified in the Default Notice (or such longer period included in a Remedy Plan and agreed by the Principal), the PS Developer fails to remedy the breach or make arrangements satisfactory to the Principal or fails to comply with a Remedy Plan, the Principal may, by notice in writing to the PS Developer, immediately terminate this deed.

### 31.4 **PS Developer Termination Events**

Each of the following is a PS Developer Termination Event:

- (a) **(failure to pay)** the PS Developer fails to pay any PS Developer Payment or any other amount which it is obliged to pay to the Principal under this deed and the failure is not remedied within 20 Business Days after a written demand from the Principal;
- (b) **(insolvency)** an Insolvency Event occurs in relation to:
  - (i) the PS Developer (or where the PS Developer comprises more than one person, any one of those persons);
  - (ii) a PS Developer Guarantor;



and the PS Developer is not able to satisfy the Principal (in its absolute discretion) within 10 Business Days of the Insolvency Event occurring (or such longer period agreed by the Principal) that this deed should not be terminated; or

- (c) **(assignment or change in ownership)** the PS Developer breaches its obligations under clause 34.1 (*Assignment by the PS Developer*) or clause 34.2 (*Change in ownership*).

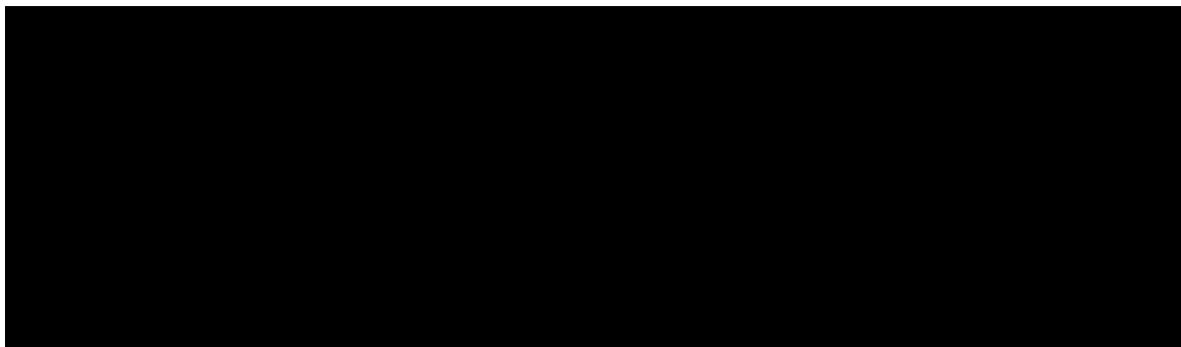
**31.5 Termination for PS Developer Termination Event**

If a PS Developer Termination Event occurs, the Principal may give a written notice to the PS Developer immediately terminating this deed. The notice must set out details of the PS Developer Termination Event for which the Principal is giving the notice.

**31.6 Access termination event**

- (a) **(Failure to provide access)** If the Principal fails to provide the PS Developer with access to any part of the Construction Site (South Site) by the Construction Licence Sunset Date, the Principal may give the PS Developer a notice requesting to meet and discuss the Principal's failure to provide the PS Developer with access to that part of the Construction Site.
- (b) **(Executive Negotiators to meet)** The Executive Negotiators must, within 5 Business Days after the PS Developer receives a notice under clause 31.6(a), meet and discuss the impact of and an appropriate course of action for managing the Principal's failure to provide the PS Developer with access to the relevant part of the Construction Site, including the impact of the delay and termination of this deed on the PS Developer.
- (c) **(Failure to remedy or overcome)** If:
  - (i) the parties have been unable to agree on an appropriate course of action for managing the Principal's failure to provide the PS Developer with access; and
  - (ii) the Principal's failure to provide access has not been remedied or its effects overcome within 30 Business Days' from the date of the notice referred to in clause 31.6(a),

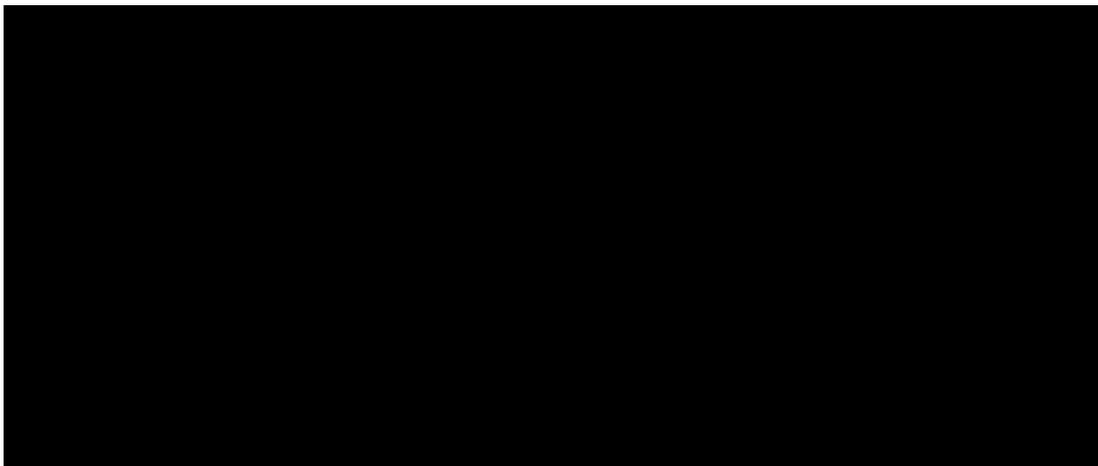
the Principal may, in the Principal's absolute discretion, immediately terminate this deed by giving written notice to the PS Developer.

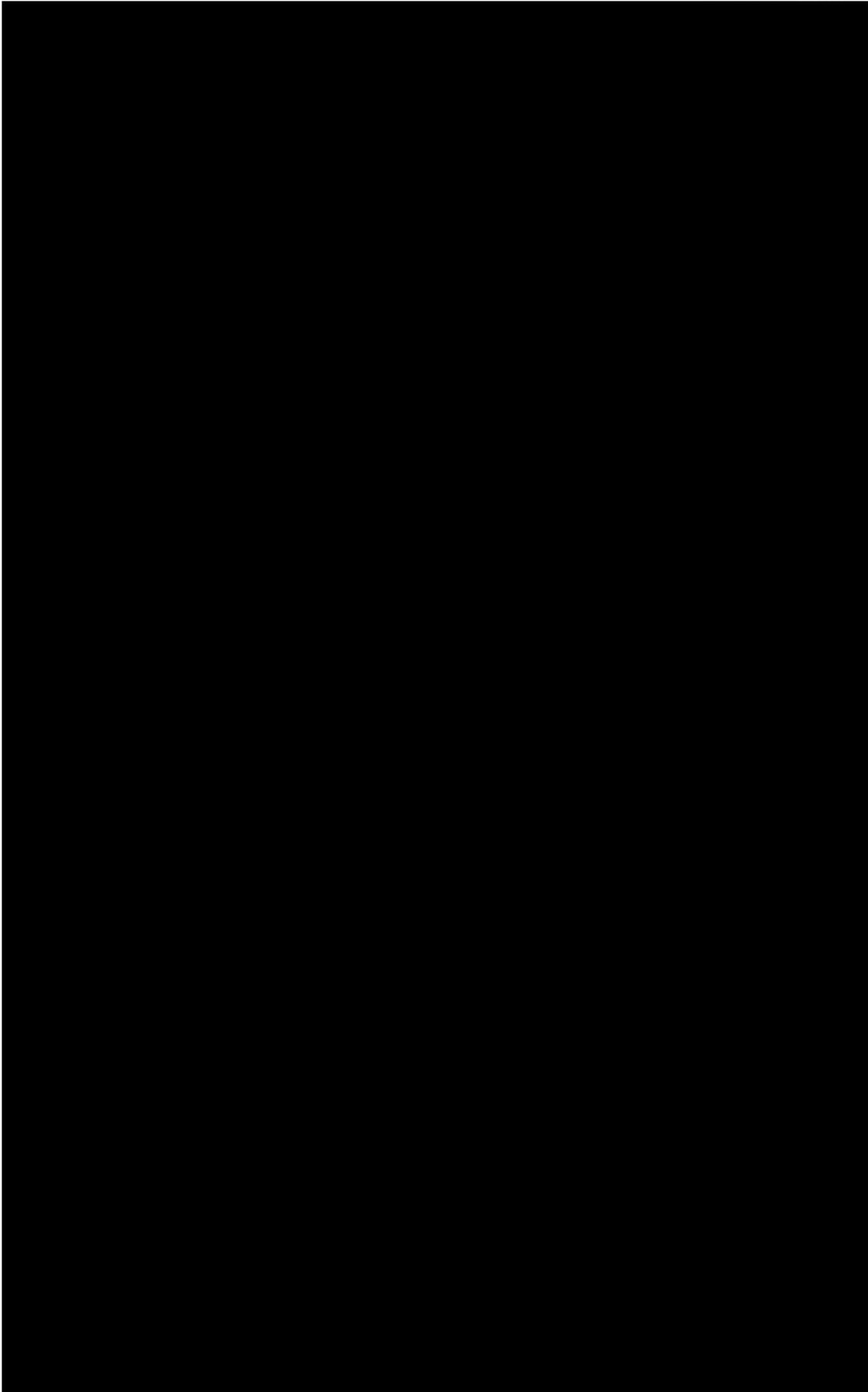


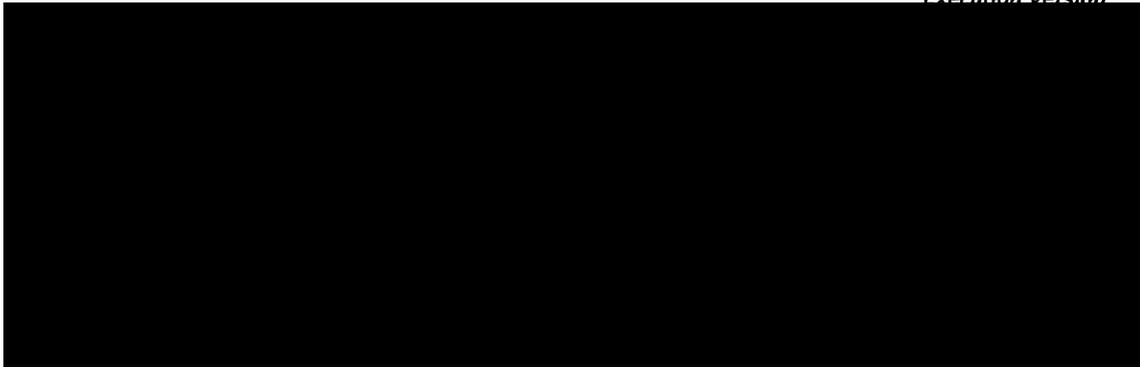
**31.8 Principal's rights after termination**

- (a) **(Principal's rights)** If this deed is terminated, the Principal may:
- (i) require the PS Developer to procure that:
    - (A) the Construction Site or any area affected by the OSD Works is made safe; and
    - (B) any Construction Plant and all materials, equipment and other things intended for the OSD Works or the carrying out of the OSD Works are removed from the Construction Site or any area affected by the OSD Works;
  - (ii) take possession of and use (and permit others to use) such of the following:
    - (A) Construction Plant and other things on or in the vicinity of the Construction Site [REDACTED] as are owned by the PS Developer and are reasonably required by the Principal to facilitate completion of the OSD Works; and
    - (B) Design Documentation, Material and other information in connection with the OSD Works in the possession of the PS Developer or any of the PS Developer's Associates and the PS Developer must ensure that all necessary rights for this purpose are licensed to the Principal in accordance with clause 23.4(a) (*Licence to the Principal*);
  - (iii) engage third parties to carry out and complete the whole or any part of the OSD Works remaining to be completed;
  - (iv) contract with any of the Subcontractors; and
  - (v) exclude the PS Developer and any of the PS Developer's Associates from the Construction Site and [REDACTED]
- (b) **(Survival)** This clause 31.8 survives the termination of this deed.

**31.9 Termination Payments**







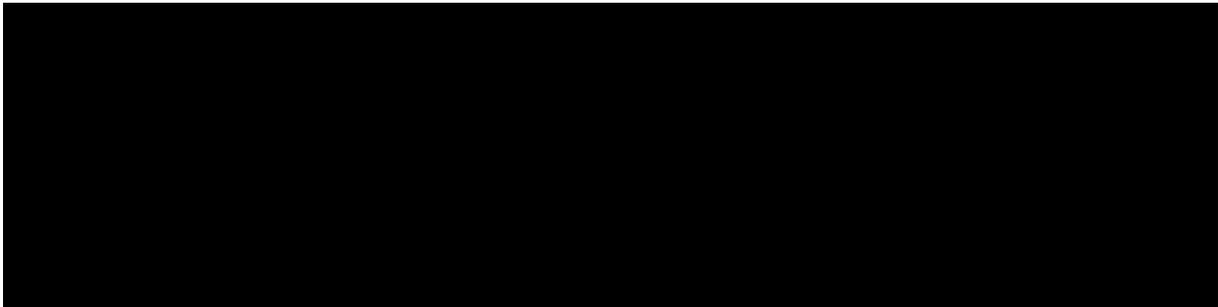
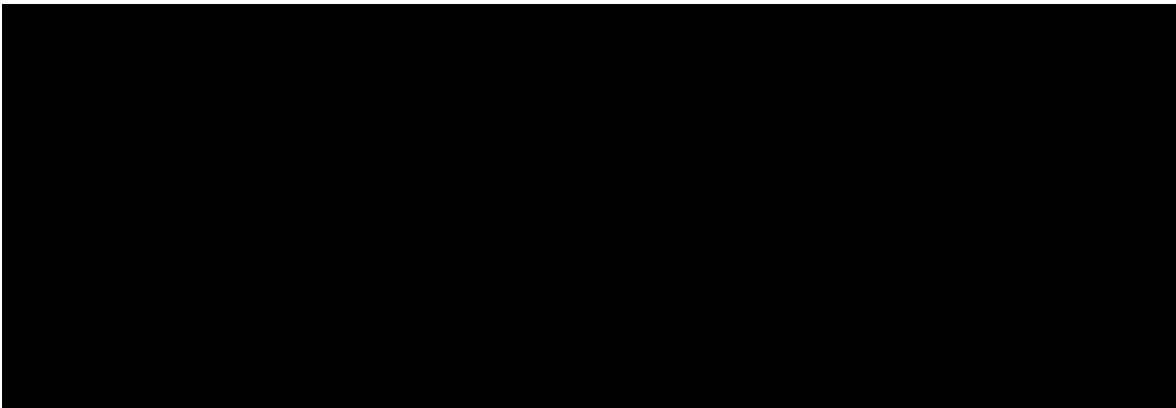
**31.10 Preservation of rights**

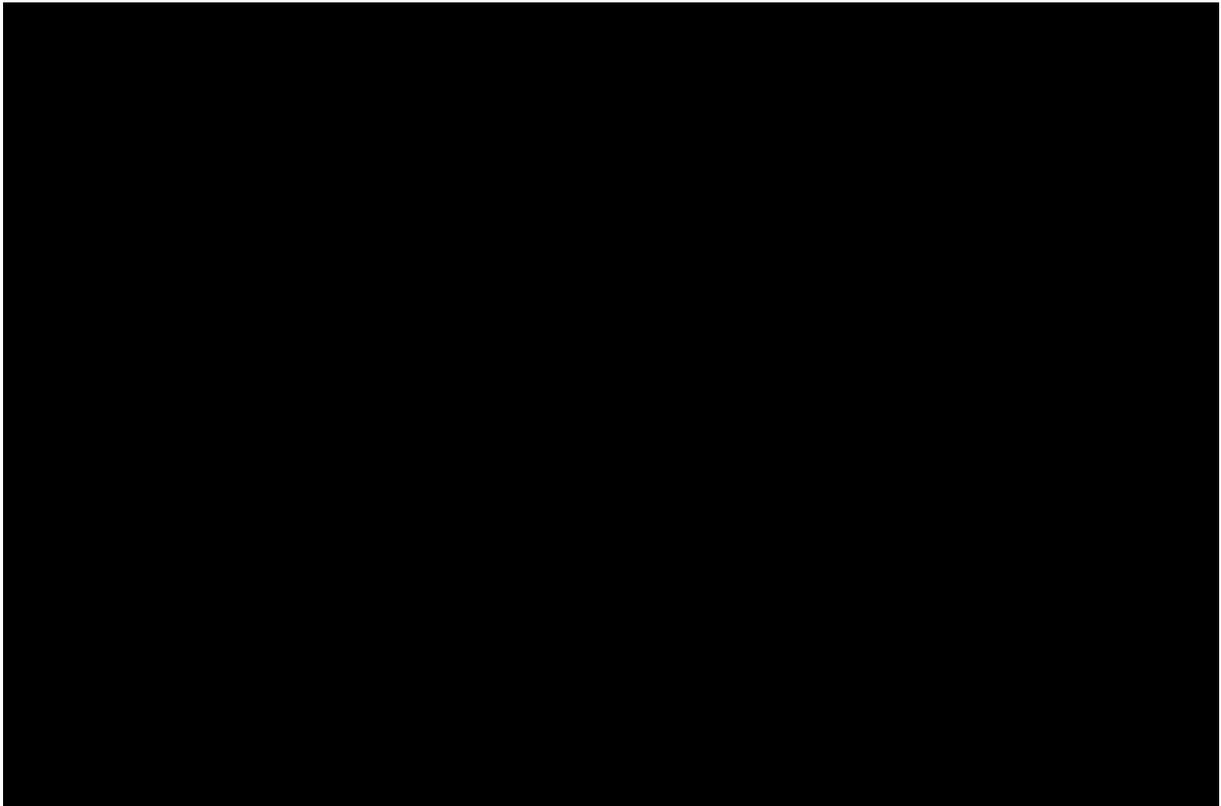
- (a) **(No prejudice)** Nothing in this clause 31 or that the Principal does or fails to do pursuant to this clause 31 will prejudice the right of the Principal to exercise any right or remedy which it may have, including where the PS Developer breaches or repudiates this deed.
- (b) **(Direct deeds)** The Principal's rights and entitlements set out in this clause 31 are in addition to the Principal's rights and entitlements under the D&C Side Deed, any Financier's Side Deed, any Investor Side Deed and any other Significant Subcontractor Direct Deed.

**31.11 No other termination rights**

This clause 31 is an exhaustive code with respect to the PS Developer's rights arising out of or in any way in connection with any termination and the PS Developer:

- (a) **(no other termination rights)** cannot otherwise terminate, rescind or treat this deed as repudiated; and
- (b) **(waiver of rights)** waives all rights at Law to terminate, rescind or treat this deed as repudiated, otherwise than in accordance with this clause 31 and the Termination Payment Schedule.





### 33. CONFIDENTIALITY AND PERMITTED DISCLOSURE

#### 33.1 Confidentiality

- (a) **(Keep confidential)** Subject to clause 33.1(b) and clause 33.1(c), the PS Developer must:
- (i) keep the PS OSD Contract Documents, all Information Documents and any information relating to the OSD Works, the OSD Project and any discussions concerning the PS OSD Contract Documents or any Information Documents (together the **Information**) confidential;
  - (ii) not use the Information except as necessary for the performance of the OSD Works; and
  - (iii) ensure that each of its Associates comply with clause 33.1(a)(i) and clause 33.1(a)(ii).
- (b) **(No obligation to keep confidential)** The PS Developer is not obliged to keep any Information confidential to the extent:
- (i) that Information is in the public domain through no fault of the PS Developer;
  - (ii) that Information is:
    - (A) required to be disclosed by Law or the listing rules of any recognised stock exchange (to the extent applicable to it); or
    - (B) given to a court in the course of proceedings to which the PS Developer is a party; or
  - (iii) the Principal consents in writing to the disclosure of that Information.
- (c) **(Provision to other parties)** Subject to clause 33.1(a)(iii), the PS Developer may provide the Information to its Subcontractors, employees, agents, advisors, equity investors, prospective equity investors, Financiers, prospective Financiers, the PS Developer Guarantor, its related bodies corporate, and each of these parties' advisors, as is necessary to enable the PS Developer to perform its obligations under this deed or any other PS OSD Contract Document, provided that the PS Developer ensures that the relevant recipient is subject to the same obligations of confidentiality as those contained in this deed.

#### 33.2 Principal's Public Disclosure Obligations

- (a) **(PS Developer acknowledgement)** The PS Developer acknowledges and agrees that the Principal, the State or any Authority may be required to disclose the PS OSD Contract Documents and information concerning the PS OSD Contract Documents, the OSD Project and the performance of the OSD Works:
- (i) under the GIPA Act or any similar legislation;

- (ii) by Law; or
- (iii) to satisfy the disclosure requirements of the NSW Auditor General or to satisfy the requirements of Parliamentary accountability,

**(Public Disclosure Obligations).**

- (b) **(PS Developer assistance)** The PS Developer must, at its own Cost, use all reasonable endeavours to assist the Principal, the State or an Authority to meet its Public Disclosure Obligations.

**33.3 Media requests**

Without limiting clause 33.1 (*Confidentiality*) and clause 33.2 (*Principal's Public Disclosure Obligations*), if the PS Developer receives a request from the media for comment with respect to any aspect of the OSD Works or the OSD Project, the PS Developer must:

- (a) promptly provide details of the request to the Principal;
- (b) in relation to the matters contemplated by the Community Communications Strategy, respond only in accordance with the requirements of that Project Plan; and
- (c) in relation to matters not contemplated by the Community Communications Strategy, not respond without the prior written consent of the Principal (such consent not to be unreasonably withheld or delayed).

**34. ASSIGNMENT AND CHANGE IN OWNERSHIP**

**34.1 Assignment by the PS Developer**

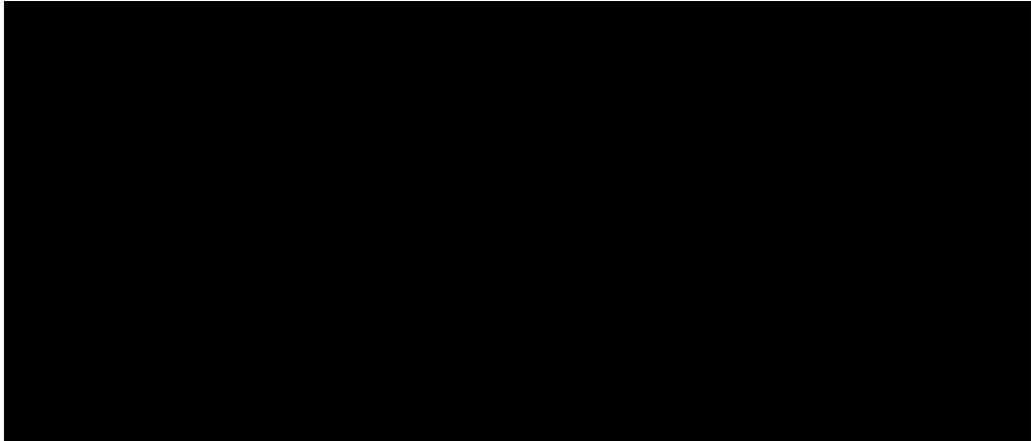
- (a) **(No assignment without consent)** Subject to the remainder of this clause 34, any Investor Side Deed or any Financier's Side Deed, the PS Developer must not assign, transfer, novate, grant a Security Interest over, or otherwise dispose of or deal with all or any benefit, right or interest under or in:

- (i) the PS OSD Contract Documents; or
- (ii) prior to the date of completion of the Residential Sale Contract, the Construction Site or the Principal's Land (except to the extent as expressly permitted under this deed),

without the Principal's prior written consent (which may be given or withheld in its absolute discretion).

- (b) **(Principal to act promptly)** To the extent not already provided for in any Investor Side Deed or Financier's Side Deed (as applicable), the Principal must act promptly in determining whether to provide its consent to the PS Developer for the purposes of this clause 34.1, where the provision of a mortgage, charge or other Encumbrance is reasonably required by the PS Developer in order to raise funds for the purposes of carrying out its obligations under this deed.
- (c) **(Conditions of assignment or novation)** It will be a condition of any assignment or novation of this deed in accordance with clause 34.1(a) that the proposed counterparty provides a Delivery Guarantee in a form satisfactory to the Principal from a parent company with a long term credit rating and financial standing acceptable to the Principal (in its absolute discretion).
- (d) **(Permitted Events)** Notwithstanding clause 34.1, the PS Developer will not require the Principal's prior written consent for:

- (i) the transfer to the Residential Purchaser of title to the Residential Lot (or conferring upon the Residential Purchaser associated rights) in accordance with the provisions of this deed; or



**34.2 Change in ownership**

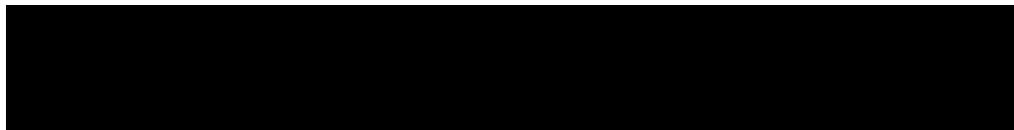
Subject to clause 34.3 (*Permitted changes in ownership*), the PS Developer:

- (a) **(legal and beneficial ownership)** represents and warrants that the legal and beneficial ownership and Control of the PS Developer will remain as it was at the date of this deed until the date which is the later of the expiry of the last Defects Correction Period under this deed and the date of completion of the Residential Sale Contract; and
- (b) **(no change)** must not permit any direct or indirect change in the Control or the beneficial or legal ownership of any shares, units or other interest in the nature of equity in any member of the PS Developer until the date which is the later of the expiry of the last Defects Correction Period under this deed and date of completion of the Residential Sale Contract.

**34.3 Permitted changes in ownership**

Clause 34.2 (*Change in ownership*) does not apply to:

- (a) **(listed on stock exchange)** a transfer of any share or unit or other interest in the nature of equity which is listed on a recognised stock exchange;
- (b) **(Related Entity)** any transfer of a share or unit or other interest in the nature of equity by a person to a Related Entity of that person, provided:
  - (i) the PS Developer gives the Principal prior written notice of the transfer; and

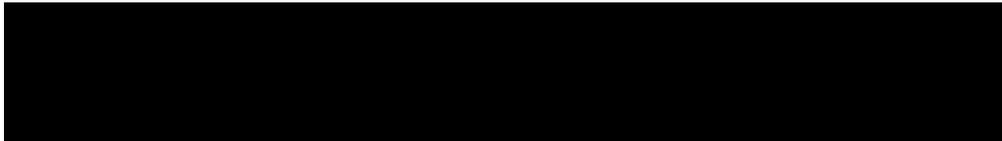


- (c) **(consent provided)** a transfer of any share or unit or other interest in the nature of equity where the Principal has provided its consent in writing to such transfer



or

(d)



34.4 **Assignment and novation by the Principal**

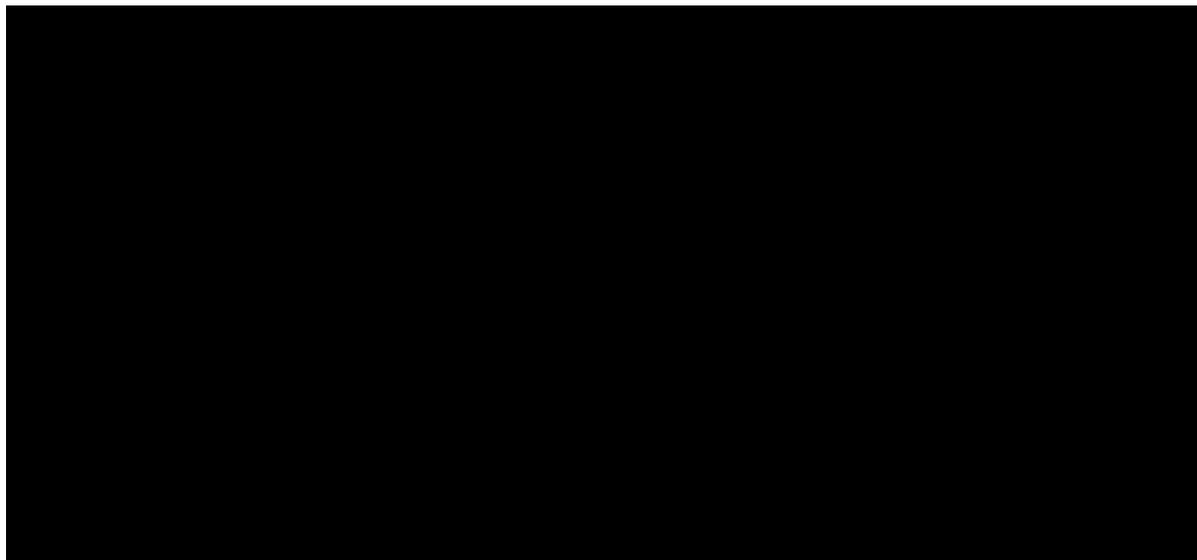
(a) Without limiting clause 40.15 (*Transfer of functions or Public Transport Agency assets*), the Principal may:

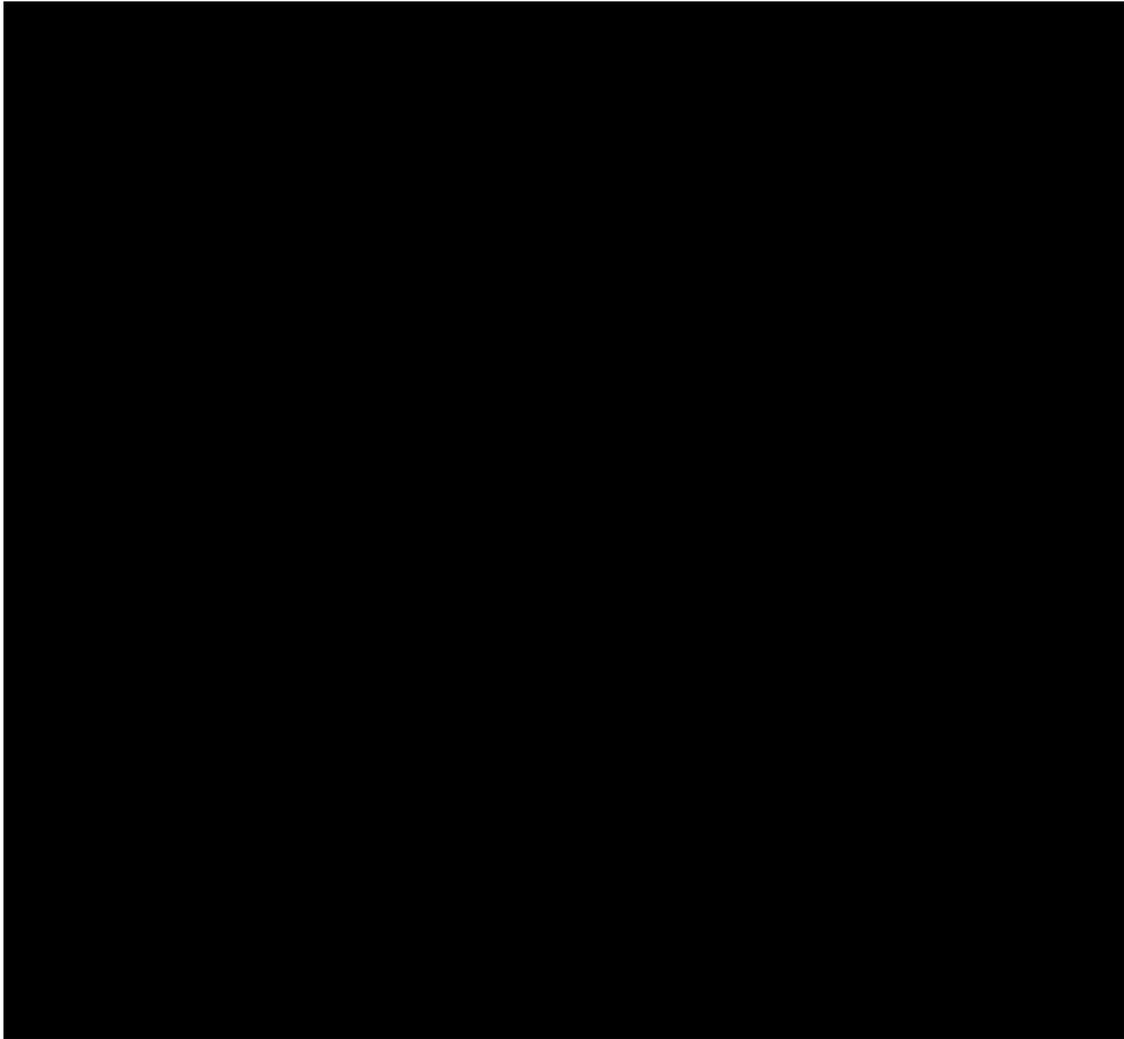
- (i) assign, novate or otherwise transfer all or any part of its rights under this deed without the PS Developer's prior approval, provided that the assignee, novatee or transferee (as applicable) is an authority of the State, a Minister or a government entity including a wholly owned State corporation or any other entity that is wholly owned or controlled by the State;
- (ii) not otherwise assign, novate or otherwise transfer all or any part of its rights under this deed without the PS Developer's prior written consent (which must not be unreasonably withheld or delayed); and
- (iii) disclose to a proposed assignee, novatee or transferee any information in the possession of the Principal relating to the PS Developer.

(b) In the case of a novation by the Principal under this clause 34.4:

- (i) the Principal will be released from its obligations under this deed and the respective rights of the Principal and the PS Developer against one another under this deed will cease;
- (ii) the novated deed will be on the same terms as this deed, such that the incoming party and the PS Developer will assume the same obligations to one another and acquire the identical rights against one another as the rights and obligations discharged under clause 34.4(b)(i), except that the incoming party replaces the Principal for all purposes under the deed; and
- (iii) the PS Developer consents to the disclosure by or on behalf of the Principal to the incoming party of their confidential information for the purposes of the novation.

(c) The Principal may at any time enter into any subcontracting, delegation or agency agreements or arrangements in relation to any of its functions.





35. **FINANCING**

35.1 **Financing documents**

The Principal acknowledges that:

- (a) **(PS Developer may obtain finance)** the PS Developer may obtain financial accommodation or enter into arrangements with one or more Investors to fund the OSD Project;
- (b) **(Side Deed)** it may be a condition of obtaining that financial accommodation that the Principal enters into one or more:
  - (i) Financier's Side Deeds with the Financiers;
  - (ii) subject to clause 35.3, other ancillary/related documents with the Financiers **(Ancillary Finance Documents)**; and/or
  - (iii) Investor Side Deeds with the Investors; and
- (c) **(Principal to sign)** the Principal will, upon written request by the PS Developer and within a reasonable period of time, enter into:

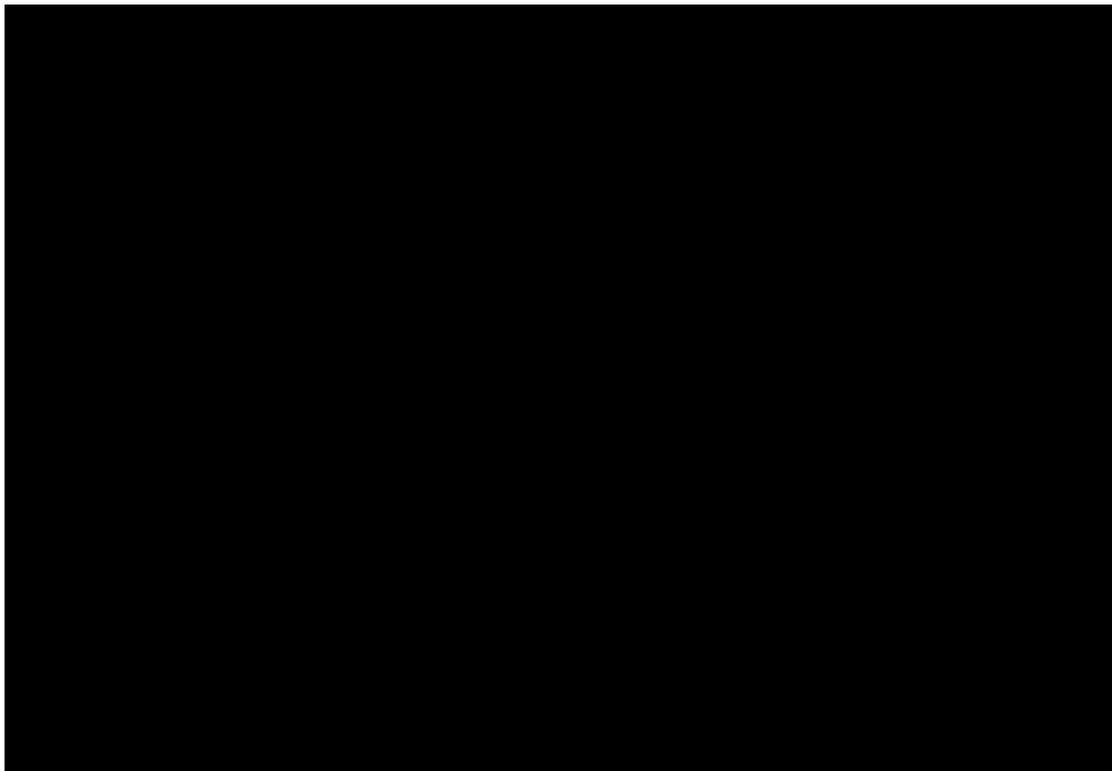
- (i) a Financier's Side Deed;
- (ii) Ancillary Finance Documents if required by a Financier (acting reasonably); and
- (iii) an Investor Side Deed,

subject to clause 35.2 (*Negotiating terms of Side Deeds and Ancillary Finance Documents*) and clause 35.3 (*Principal's right to withhold consent*).

**35.2 Negotiating terms of Side Deeds and Ancillary Finance Documents**

The Principal and the PS Developer must act reasonably, and the PS Developer must ensure that each Financier or Investor (as applicable) acts reasonably in negotiating any amendments to the Financier's Side Deed or Investor Side Deed or the terms of any Ancillary Finance Document (as applicable) which is to be entered into under clause 35.1 (*Financing Documents*).

**35.3 Principal's right to withhold consent**



**36. DISPUTE RESOLUTION**

Subject to clause 2.4 of Schedule A7 (*Modification Procedure*), any dispute, difference, controversy or Claim (**Dispute**) directly or indirectly based upon, arising out of, relating to or in connection with this deed, the OSD Project or the OSD Works, including any questions relating to the existence, validity or termination of this deed, but excluding a failure by a party to comply with a final and binding decision of the Expert, must be resolved in accordance with the Dispute Procedure.

37. REPRESENTATIONS AND WARRANTIES

37.1 Principal's representations and warranties

The Principal represents and warrants for the benefit of the PS Developer that:

- (a) **(statutory body)** it is a statutory body validly constituted and existing under the Transport Administration Act;
- (b) **(all authorisations)** it has or will have in full force and effect all authorisations necessary under its constituent legislation to enter into and perform its obligations under each of the Principal PS OSD Contract Documents (or will have them in full force and effect at the time the obligation is to be performed);
- (c) **(binding obligations)** each of the Principal PS OSD Contract Documents constitutes a valid and legally binding obligation of it in accordance with its terms; and
- (d) **(non-violation of Law)** the execution, delivery and performance of each of the Principal PS OSD Contract Document by the Principal does not violate any Law, or any document or agreement to which it is a party or which is binding on it or its assets.

37.2 PS Developer representations and warranties

The PS Developer represents and warrants for the benefit of the Principal that:

- (a) **(incorporated)** it has been incorporated as a company limited by shares in accordance with the Law of its place of incorporation, is validly existing under that Law and has power and authority to carry on its business as it is now being conducted;
- (b) **(properly constituted)** it is duly registered, properly constituted and remains in existence;
- (c) **(power)** it has, or will have (in respect of those PS OSD Contract Documents still to be executed as at the date of this deed), power to enter into the PS OSD Contract Documents to which it is or will be a party and comply with its obligations under them;
- (d) **(all authorisations)** it has, or will have (in respect of those PS OSD Contract Documents still to be executed as at the date of this deed) in full force and effect the authorisations necessary for it to enter into the PS OSD Contract Documents to which it is or will be a party, to comply with its obligations under them and to allow them to be enforced;
- (e) **(binding obligations)** its obligations under the PS OSD Contract Documents (once executed) are valid and binding and are enforceable against it in accordance with their terms;
- (f) **(no contravention)** the PS OSD Contract Documents and the transactions under them which involve it do not contravene its constituent documents or any Law or obligation by which it is bound or to which any of its assets are subject or cause a limitation on its powers or the powers of its directors to be exceeded;
- (g) **(benefits)** it benefits by entering into the PS OSD Contract Documents to which it is or will be a party;
- (h) **(trustee)** it is not the trustee or responsible entity of any trust, nor does it hold any property subject to or impressed by any trust;

- (i) **(payment of debts)** there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable;
- (j) **(no breach)** it is not in breach of a Law or obligation affecting it or its assets in a way which is, or is likely to have, a material adverse effect on its ability to comply with its obligations under this deed and it is not in default of its material obligations under any of the PS OSD Contract Documents;
- (k) **(consolidated group)** except as disclosed in writing to the Principal prior to the date of this deed, it is not a member of any consolidated group for purposes of the *Income Tax Assessment Act 1997* (Cth);
- (l) **(no Event of Default)** no Event of Default has occurred or is subsisting;
- (m) **(no Liabilities)** it has not traded since its incorporation other than for the purposes of entering into the PS OSD Contract Documents to which it is a party and has no Liabilities other than those that have arisen in connection with entering into those PS OSD Contract Documents;
- (n) **(no immunity)** it does not have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise);
- (o) **(no material change)** there has been no material change in the financial condition of the PS Developer (since its incorporation) which would prejudice the ability of the PS Developer to perform its obligations under the PS OSD Contract Documents;
- (p) **(full disclosure)** it is not aware of any material facts or circumstances that have not been disclosed to the Principal and which might, if disclosed, materially adversely affect the decision of a prudent person considering whether or not to enter into this deed with the PS Developer;
- (q) **(no litigation)** no litigation, arbitration, mediation, conciliation, criminal or administrative procedures are current, pending or to its knowledge, threatened, which, if adversely determined, would or could have a material adverse effect on it or its ability to perform its financial or other obligations under any PS OSD Contract Document to which it is a party; and
- (r) **(FIRB)** the Treasurer of the Commonwealth of Australia:
  - (i) cannot prohibit and has not prohibited this deed; and
  - (ii) has not prohibited, cannot prohibit or will not prohibit the transactions contemplated by this deed,under the FIRB Act.

### 37.3 Repetition of representation and warranties

The representations and warranties contained in clauses 37.2(k), 37.2(l), 37.2(p) and 37.2(r) (*PS Developer representations and warranties*) are made on the date of this deed. Each other representation and warranty contained in clause 37.2 (*PS Developer representations and warranties*):

- (a) is made on the date of this deed; and
- (b) will be deemed to be repeated on each anniversary of the date of this deed up to and including the date which is the later of the expiry of the last Defects Correction Period under this deed and completion of the Residential Sale Contract,

with reference to the facts and circumstances then subsisting.

37.4 **Obligations not affected**

The PS Developer acknowledges that the representations and warranties in this clause 37 and the PS Developer's obligations under the PS OSD Contract Documents remain unaffected notwithstanding any receipt or review of, or comment or Direction on, documentation prepared by the PS Developer.

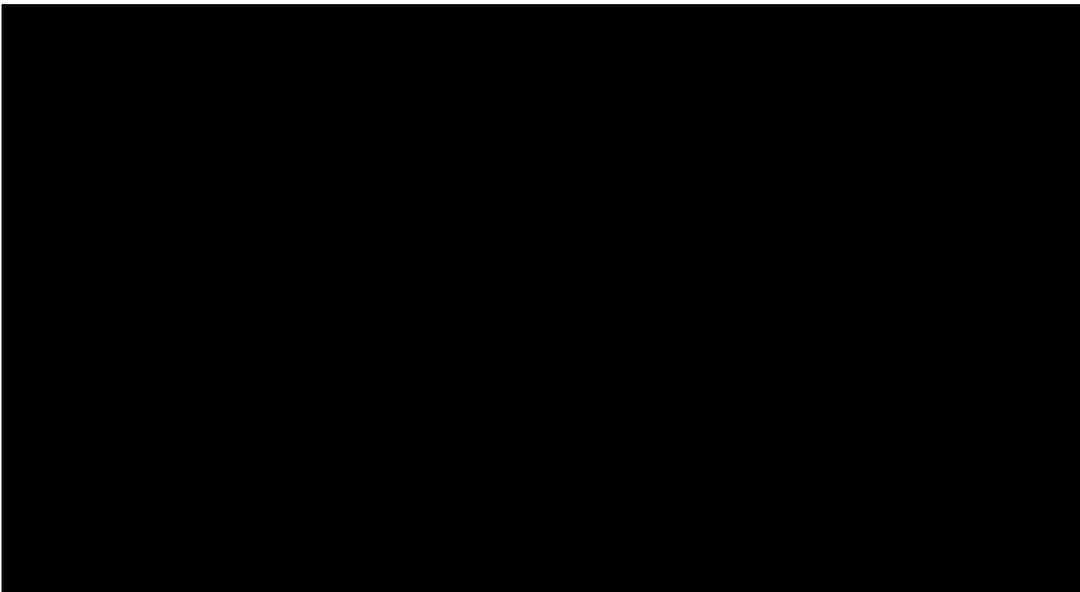
37.5 **Undertakings by each party**

Each party undertakes to notify the other party promptly if any representation or warranty made or taken to be made by or on behalf of the party in connection with a PS OSD Contract Document other than this deed is found, having regard to the other party's rights under, or by virtue of this deed, to be materially incorrect or materially misleading when made or taken to be made.

38. **COSTS AND OTHER AMOUNTS**

38.1 **Cost of OSD Works**

Despite any other provision of this deed, in relation to the Cost of the carrying out or procuring the carrying out of the OSD Works:



(b) **(PS Developer's Costs)** subject to clause 38.1(a), the PS Developer must bear all other Costs incurred in respect of carrying out or procuring the carrying out of the OSD Works and complying with its obligations under this deed.

38.2 **PS Developer Claims**

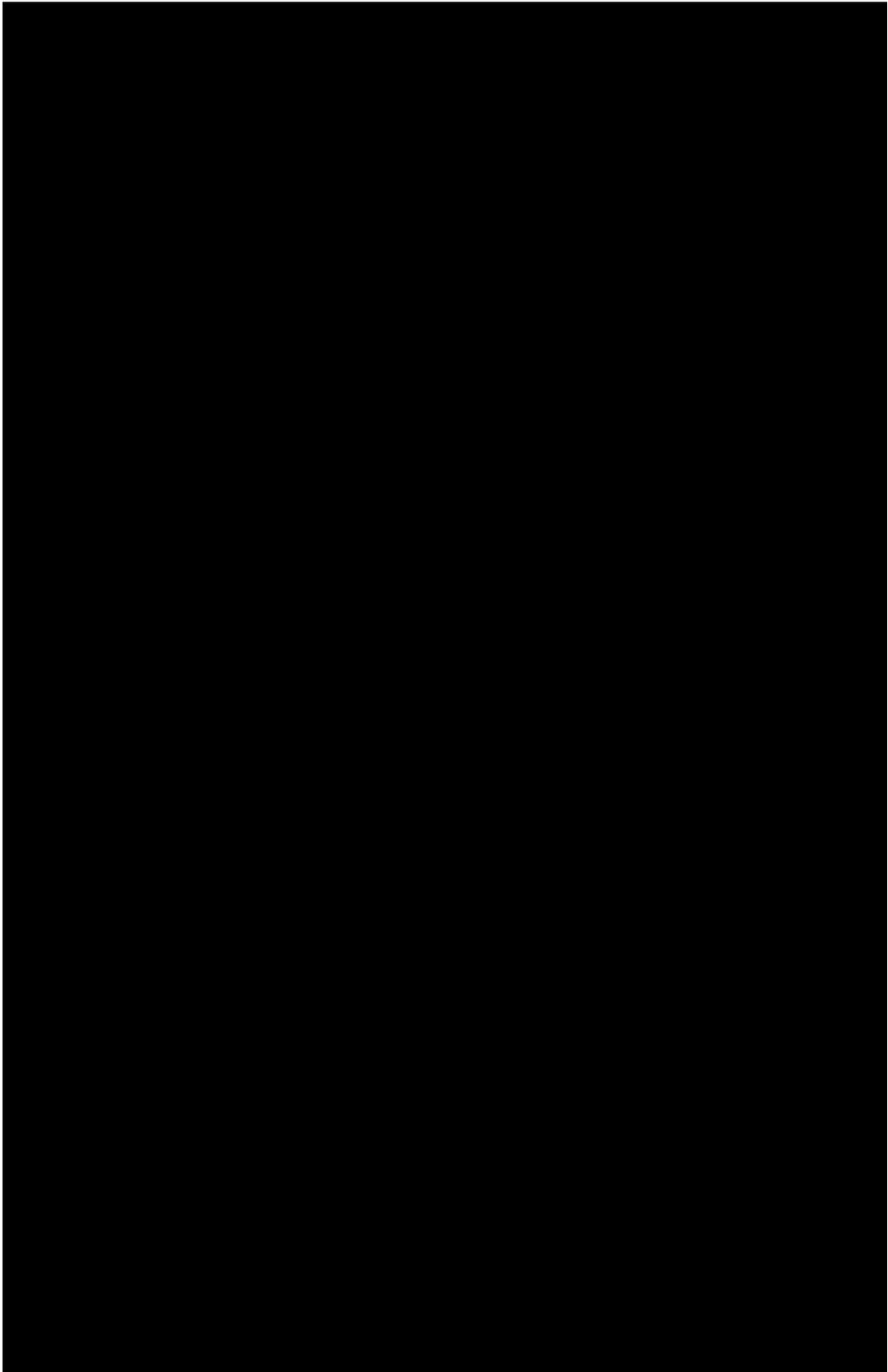
(a) **(Progress Claim)** The PS Developer may give the Principal's Representative a progress claim with respect to a cost referred to in clause 38.1(a)(i) (*Cost of OSD Works*):

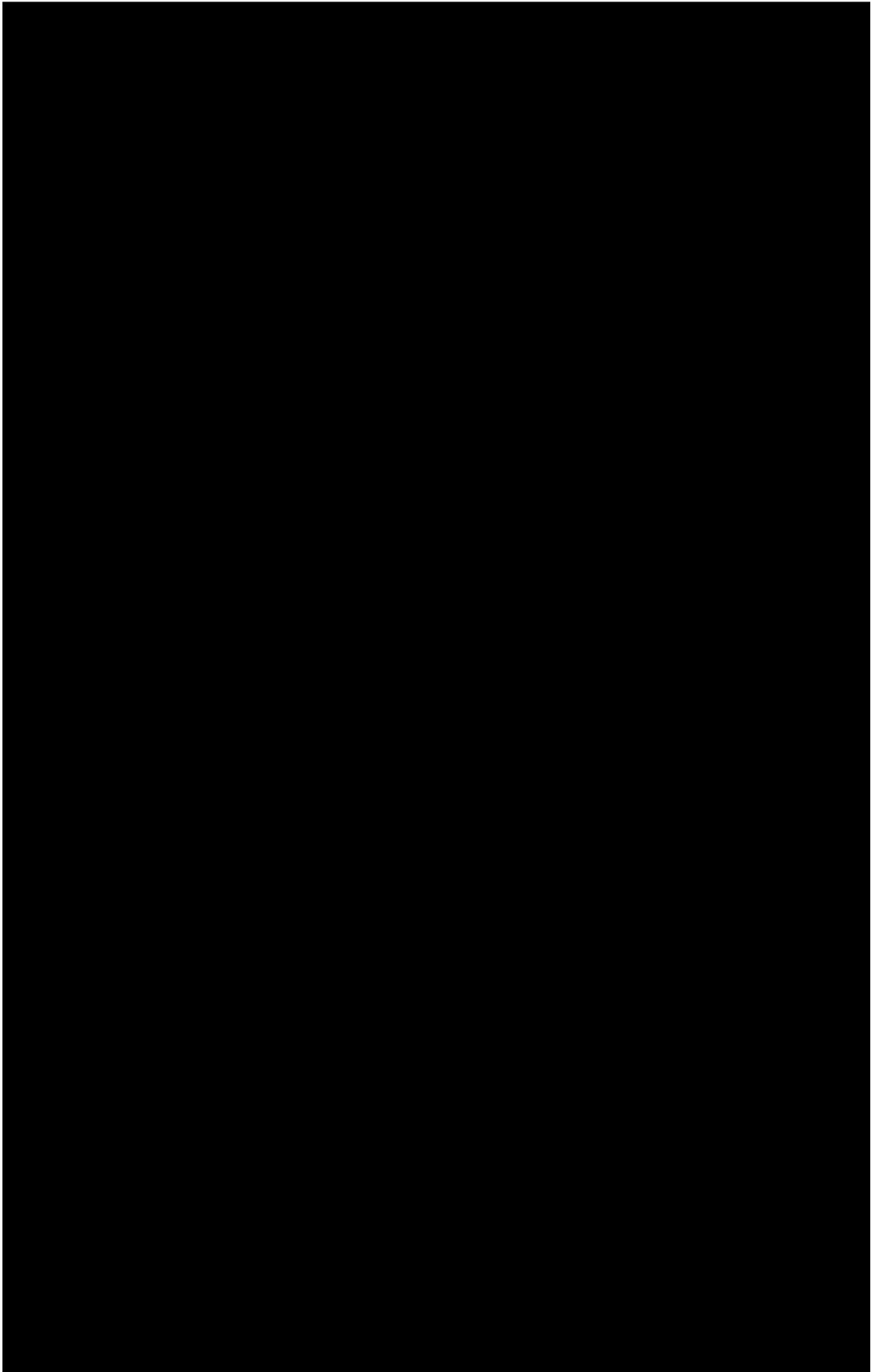
- (i) on the twentieth day of each month; and
- (ii) 30 Business Days after the issue of a Certificate of Completion.

- (b) **(Format of Claim)** For each progress claim made by the PS Developer under clause 38.2(a), the PS Developer must give the Principal's Representative a claim in a format required by the Principal's Representative (including electronic format), together with a tax invoice, showing the amount claimed by the PS Developer and identifying the work, services, Construction Materials and Construction Plant to which the claim relates.
- (c) **(Supporting information)** Each claim made by the PS Developer under any PS OSD Contract Document must set out or be accompanied by:
  - (i) all details, calculations, supporting documentation and other information required to substantiate the amounts claimed; and
  - (ii) such other documentation or information as the Principal's Representative may require from time to time.
- (d) **(Principal's payment)** The Principal must, within 15 Business Days after receipt of a claim made by the PS Developer in accordance with clause 38.2(a), pay the amount due to the PS Developer, unless the amount is disputed by the Principal in accordance with the Dispute Procedure.

38.3 **Taxes, Outgoings and other fees and levies**

- (a) **(PS Developer to pay)** Subject to clause 38.3(b) and clause 38.4 (*Stamp duty reimbursement*), the PS Developer must pay:
  - (i) all Taxes and Outgoings [REDACTED] of whatever description in cash or in kind as lawfully imposed by any Authority in respect of each part of the Construction Site on and from the Construction Licence Commencement Date until the date of completion of the Residential Sale Contract; and
  - (ii) all Taxes and fees (including registration fees) and fines and penalties in respect of fees, which may be payable or determined to be payable in connection with any PS OSD Contract Document (including any discharge of a PS OSD Contract Document) or a payment or receipt or any other transaction excluding any fine or penalty incurred due to the default of the Principal.
- (b) **(Principal to pay)** The Principal must pay all council rates, water rates and land taxes imposed by any Authority in respect of the Construction Site until the date of completion of the Residential Sale Contract.
- (c) **(Employment and Similar Taxes)** The PS Developer indemnifies the Principal against, and must pay on demand the amount of, all losses, liabilities and Taxes incurred as a result of the Principal becoming liable to pay any Taxes or withhold any amount in respect of employees, contractors or personnel of the PS Developer or any Associate (including by being treated as the employer of any such persons).





38.5 **Each party to pay its costs**

Unless otherwise expressly provided for in this deed, each party agrees to pay its own costs of and incidental to the negotiation and execution of this deed.

38.6 **Right of set-off**

(a) **(Amounts set-off)** The Principal may withhold, set-off or deduct from the money which would otherwise be payable to the PS Developer or which would otherwise be due to the PS Developer under this deed:

- (i) any debt or other moneys due from the PS Developer to the Principal;
- (ii) any bona fide claim to money which the Principal may have against the PS Developer, whether for damages (including liquidated damages) or otherwise; or
- (iii) any other amount the Principal is entitled to withhold, set-off or deduct under this deed,

under or arising out of or in connection with this deed or the carrying out or procuring the carrying out of the OSD Works and the Principal may make such withholding, set-off or deduction whether or not such amounts were included in a payment schedule issued by the Principal's Representative.

(b) **(Survival)** This clause 38.6 will survive the termination of this deed.

38.7 **General payment requirements**

(a) **(Method of payment)** A party must make payments under this deed to the other party (or a person nominated by the other party in a notice to the first party) by the method the other party reasonably requires without deduction, unless prohibited by Law or otherwise provided in this deed.

(b) **(When to make payments)** A party must make payments to the other party under this deed on the due date in immediately available funds.

(c) **(No demand)** A party need not make demand for any amount required to be paid by the other party under this deed, unless this deed expressly specifies that demand must be made.

(d) **(Incorrect amount paid)** If a party pays an amount and it is found later that the amount payable should have been:

- (i) higher, then the other party may demand payment of the difference; or
- (ii) lower, then the other party must repay the difference,

even though the other party has given the first party a receipt for payment of the incorrect amount.

(e) **(Currency)** The parties waive any right which they have in any jurisdiction to pay an amount in a currency other than the currency payable under this deed.

(f) **(Interest on overdue money)** A party must pay simple interest at the rate of   above the Bank Bill Rate on any amount under this deed which is not paid on the due date for payment. That interest:

- (i) accrues daily from (and including) the due date to (but excluding) the date of actual payment and is calculated on actual days elapsed and a year of 365 days; and
  - (ii) is payable on demand from the other party or, if no such demand is made, on the last day of each calendar month.
- (g) **(Compounding)** Interest payable under clause 38.7(f) which is not paid when due for payment may (at any time before payment) be added to the overdue amount payable by a party monthly or the last day of each calendar month. Interest is payable on the increased overdue amount at the rate of ■ above the Bank Bill Rate in the manner set out in clause 38.7(f).
- (h) **(Interest on Liability merged in judgment or order)** If a Liability under this deed becomes merged in a judgment or order, then a party agrees to pay interest to the other party on the amount of that liability as an independent obligation. The interest accrues both before and after that judgment or order from the date the Liability was due for payment until it is paid, at a rate that is the higher of ■ above the Bank Bill Rate and the rate payable under the judgment or order.
- (i) **(Tender on termination)** Money tendered by a party after the termination of this deed and accepted by the other party may be applied in the manner the other party decides.

#### 38.8 Principal's right to reimbursement

Any moneys paid by the Principal in respect of any Liability expressly imposed on the PS Developer under this deed, notwithstanding that any Law imposes that Liability on the Principal, becomes a debt due and payable by the PS Developer to the Principal under this deed.

#### 39. NOTICES

- (a) **(Meaning of Notice)** Wherever referred to in this clause 39, **Notice** means each communication (including each notice, consent, approval, request and demand) under or in connection with this deed.
- (b) **(PDCS)** At any time and from time to time, the Principal's Representative may notify the PS Developer that a PDCS will be used for giving Notices under or in connection with this deed. The Principal's Representative's notice will set out:
- (i) the name of the relevant PDCS;
  - (ii) the commencement date for use of the PDCS;
  - (iii) any password, login details or similar information required for the parties to use the PDCS;
  - (iv) any requirement for specific notices (eg notice of Claims);
  - (v) the name and contact details of any additional person which the Principal nominates for receipt of Notices under this deed; and
  - (vi) any other information reasonably necessary for the use and service of Notices via the PDCS.
- (c) **(No PDCS)** At any time and from time to time, the Principal's Representative may notify the PS Developer that a PDCS will not be used for giving certain Notices under or in connection with this deed. The Principal's Representative's notice will state that such Notices will be given in accordance with clause 39(d)(i) and must

be given 10 Business Days prior to the implementation of any such change to the notice arrangements.

- (d) **(Content of Notice)** Each Notice must:
- (i) before the date referred to in clause 39(b)(ii) or where clause 39(c) applies:
    - (A) be in writing;
    - (B) be addressed:
      - (aa) in the case of a Notice from the PS Developer, to the Principal's Representative; or
      - (bb) in the case of a Notice from the Principal, to the PS Developer's Representative;
    - (C) comply with any requirements for specific notices (eg notices of Claims) specified by the Principal in writing;
    - (D) be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party; and
    - (E) be delivered or posted to the address or sent to the email address shown in item 11 or item 12 (as relevant) of the Reference Schedule (or to any new address or email address notified by the intended recipient); and
  - (ii) on and from the commencement date for use of the PDCS referred to in clause 39(b)(ii) (other than where clause 39(c) or clause 39(d)(i) applies):
    - (A) be sent through the PDCS in accordance with the requirements set out in clause 39(f):
      - (aa) in the case of a Notice to the Principal, be addressed to the Principal's Representative; and
      - (bb) in the case of a Notice to the PS Developer, be addressed to the PS Developer's Representative; or
    - (B) in circumstances where the PDCS is temporarily disabled or not operating for a period in excess of 2 hours, be issued in accordance with clause 39(d)(i).
- (e) **(Communication received)** A communication is taken to be received by the addressee:
- (i) (in the case of a Notice sent through the PDCS) at the time recorded on the PDCS as being the time at which the Notice was sent;
  - (ii) (in the case of prepaid post sent to an address in the same country) 2 Business Days after the date of posting;
  - (iii) (in the case of international post) 7 Business Days after the date of posting;
  - (iv) (in the case of delivery by hand) on delivery; and
  - (v) (in the case of email):

- (A) if it is transmitted by 5:00pm (Sydney time) on a Business Day – on that Business Day; or
  - (B) if it is transmitted after 5:00pm (Sydney time) on a Business Day, or on a day that is not a Business Day - on the next Business Day.
- (f) **(PDCS Notices)** With respect to Notices sent through the PDCS:
- (i) all Notices must be submitted by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
  - (ii) only the text in any Notice, or subject to clause 39(f)(iii), any attachments to such Notice which are referred to in the Notice, will form part of the Notice. Any text in the subject line will not form part of the Notice; and
  - (iii) an attachment to a Notice will only form part of a Notice if it is uploaded to the PDCS in:
    - (A) .pdf format;
    - (B) a format compatible with Microsoft Office; or
    - (C) such other format as may be agreed between the parties in writing from time to time.
- (g) **(PS Developer warranties)** The PS Developer warrants that it will:
- (i) ensure that relevant trained personnel log on and use the PDCS and check whether Notices have been received on each Business Day;
  - (ii) comply with any user guide and protocol with respect to the PDCS provided by the Principal to the PS Developer from time to time and all necessary training required by the Principal's Representative;
  - (iii) advise the Principal's Representatives of which personnel require access to the PDCS; and
  - (iv) as soon as practicable, at the first available opportunity following any period of time during which the PDCS is temporarily disabled or not operating, send all communications which have been issued pursuant to clause 39(d)(ii)(B) to the Principal's Representative through the PDCS.
- (h) **(No Liability)** The Principal has no Liability for any Losses the PS Developer may suffer or incur arising out of or in connection with its access to or use of the PDCS or any failure of the PDCS.
- (i) **(Interface Contractor)** If this deed requires the PS Developer to provide any documents, notices or other communications to an Interface Contractor, the PS Developer must address those communications to the relevant Interface Contractor:
- (i) at the address notified by the Principal to the PS Developer; or
  - (ii) if required by the Principal, by way of the PDCS.

40. **GENERAL**

40.1 **Governing Law and jurisdiction**

- (a) This deed is governed by and must be constructed according to the Law in force in New South Wales.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed.

40.2 **Amendments**

This deed may only be amended, varied or replaced by written agreement executed by or on behalf of each party.

40.3 **Waiver**

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by Law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by Law or under this deed.
- (b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver by the Principal of:
  - (i) a breach of a term of this deed; or
  - (ii) any other failure by the PS Developer to comply with a requirement of this deed, including any requirement to give any notice which it is required to give in order to preserve its entitlement to make any Claim against the Principal,

operates as a waiver of another breach of that term or of a breach of any other term of this deed or failure to comply with any other requirement of this deed.

40.4 **Survival of certain provisions; no merger**

- (a) **(Surviving clauses)** Without limiting clause 40.11(a) (*Indemnities*) or the schedules to this deed:
  - (i) clause 1 (*Definitions and interpretation*), clause 3 (*Security*), clause 5.8 (*Home Building Act*), clause 10.2 (*Information Documents*), [REDACTED], [REDACTED] clause 23 (*Intellectual Property Rights*), [REDACTED] clause 28 (*GST*), clause 29 (*Care of the OSD Works, Risks and Insurance*), clause 30 (*Indemnity and Liability Exclusions*), clause 31.8 (*Principal's rights after termination*), clause 31.9 (*Termination Payments*), clause 31.10 (*Preservation of rights*), [REDACTED] clause 33 (*Confidentiality and Permitted Disclosure*), clause 36 (*Dispute Resolution*), clause 38 (*Costs and other amounts*), clause 39 (*Notices*), clause 40 (*General*), the representations, warranties and indemnities given by the PS Developer under this deed and any other provisions which are expressed to survive termination or by implication from their nature are intended to survive termination (together, the **Surviving Clauses**) and any

rights arising on termination will survive rescission, termination or expiration of this deed; and

- (ii) if this deed is rescinded or terminated, no party will be liable to any other party except:
  - (A) under the Surviving Clauses; or
  - (B) in respect of any breach of this deed occurring before such rescission or termination.
- (b) **(No merger)** No right or obligation of any party will merge on completion of any transaction under this deed. All rights and obligations under this deed survive the execution and delivery of any transfer or other document which implements any transaction under this deed.

**40.5 Further acts and documents**

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

**40.6 Consents**

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

**40.7 No representation or reliance**

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this deed.

**40.8 Exercise of remedies**

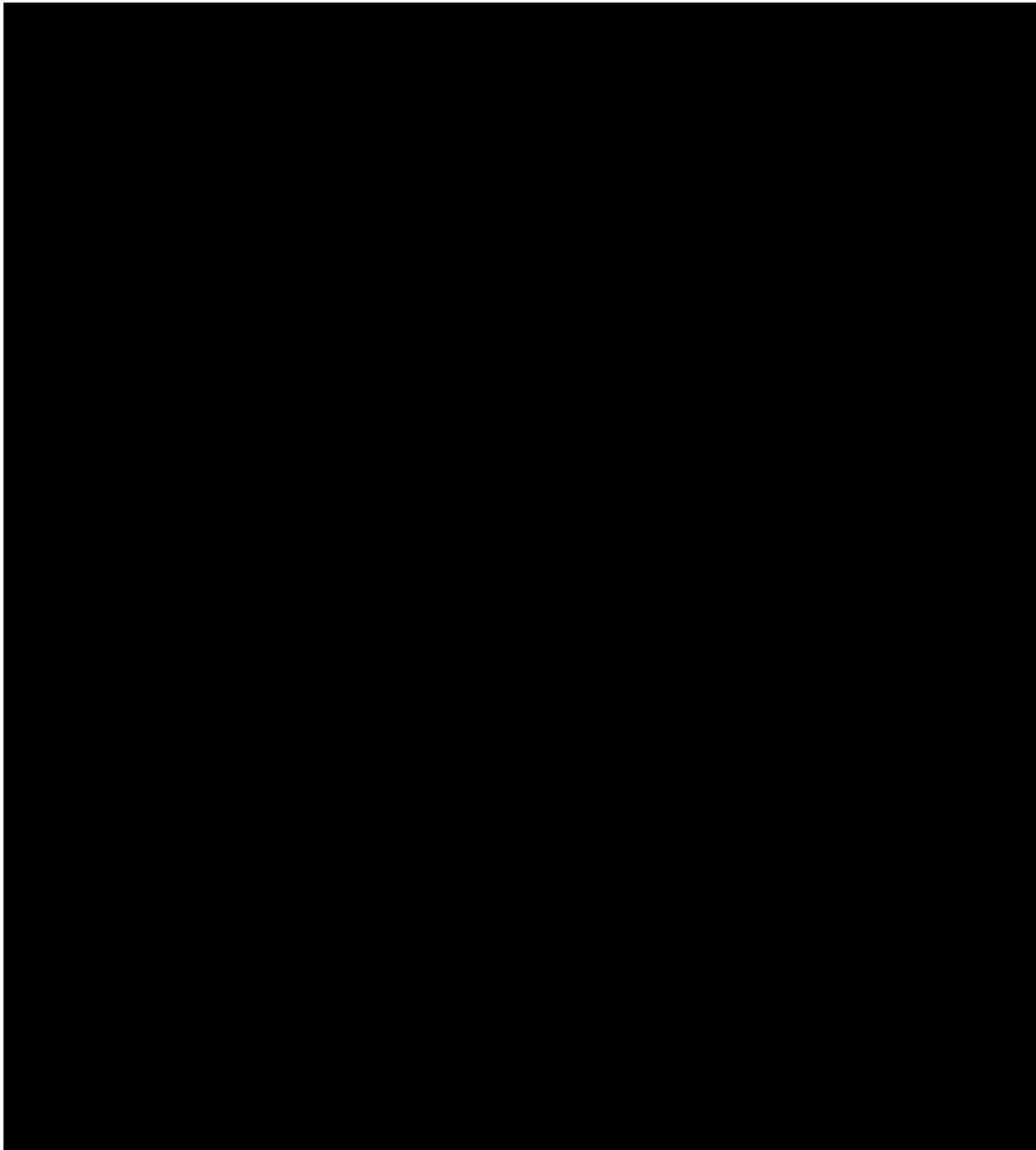
- (a) If the PS Developer breaches any of its obligations under this deed or any other PS OSD Contract Document, the Principal may exercise any or all of the rights and powers and pursue any or all of the remedies available to the Principal under the PS OSD Contract Documents and/or enforce any other legal or equitable remedy available under applicable Law.
- (b) Each and every right, power and remedy of the Principal will be cumulative and in addition to any other right, power and remedy, whether under a PS OSD Contract Document or applicable Law, which may be exercised by the Principal and the exercise of a right, power or remedy will not be construed to be a waiver of the right to exercise any other right, power or remedy.
- (c) No delay or omission by the Principal in the exercise of any right, power or remedy will impair such right, power or remedy or constitute a waiver of the relevant breach.

**40.9 Entire agreement**

To the extent permitted by Law, in relation to its subject matter, this deed embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties and supersedes any prior written or other agreement of the parties.

**40.10 Joint and several liability**

- (a) The rights and obligations of the Principal and the PS Developer, if more than one person, under this deed, are joint and several.
- (b) Each person constituting the PS Developer acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this deed) of the other as if those acts or omissions were its own and the Principal may proceed against any or all of them.



**40.12 Excluding liability**

Any provision of this deed which seeks to limit or exclude a liability of a party is to be construed as doing so only to the extent permitted by Law.

**40.13 Severability**

If, at any time, any provision of this deed is or becomes void, illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, then:

- (a) that will not affect or impair:
  - (i) the legality, validity or enforceability in that jurisdiction of any other provision of this deed; or
  - (ii) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this deed; and
- (b) the provision will be construed in a manner which:
  - (i) avoids the provision being void, illegal, invalid or unenforceable; and
  - (ii) subject to clause 40.13(b)(i), preserves to the maximum possible extent:
    - (A) the enforceability of the provision and the provisions of this deed; and
    - (B) the original effect and intent of this deed.

**40.14 Relationship between the Principal and PS Developer**

Nothing in, or contemplated by, this deed or any other PS OSD Contract Document will be construed or interpreted as:

- (a) constituting a relationship between the Principal and the PS Developer, or any other person, of partners, joint venturers, fiduciaries, employer and employee or principal and agent;
- (b) imposing any general duty of good faith on the Principal to the PS Developer or the PS Developer's Associates in relation to or arising out of this deed, other than to comply with the obligations (if any) expressly stated to be assumed by the Principal under this deed or any other PS OSD Contract Document on a good faith basis; or
- (c) imposing any general duty of good faith on the PS Developer to the Principal or the Principal's Associates in relation to or arising out of this deed, other than to comply with the obligations (if any) expressly stated to be assumed by the PS Developer under this deed or any other PS OSD Contract Document on a good faith basis.

**40.15 Transfer of functions or Public Transport Agency assets**

- (a) The parties acknowledge that:
  - (i) a Public Transport Agency may be reconstituted, renamed, dissolved, replaced or restructured and that some or all of the powers, functions, assets, rights, liabilities or responsibilities of a Public Transport Agency may be transferred to or vested in another entity;

- (ii) if a Public Transport Agency is reconstituted, renamed, dissolved, replaced or restructured and/or some or all of that Public Transport Agency's powers, functions, rights or responsibilities are transferred to or vested in another entity, then unless otherwise notified by the Public Transport Agency, references in this deed to that Public Transport Agency must, subject to any facilitative legislation, be deemed to refer, as applicable, to the reconstituted, renamed, restructured or new entity or entity replacing that Public Transport Agency to the extent that such entity has assumed or has had transferred to it or vested in it those powers, functions, rights or responsibilities; and
  - (iii) a Public Transport Agency may be required to or may, at its absolute discretion, elect to (including as a result of changes to New South Wales government policy or directions) acquire, or dispose of, any property or assets.
- (b) The PS Developer acknowledges and agrees that it must, to the extent required by a Public Transport Agency and without limiting any facilitative legislation, negotiate in good faith any variations required to any PS OSD Contract Document, or any replacement agreement or agreements for any PS OSD Contract Document to give effect to a Public Transport Agency being reconstituted, renamed, dissolved, replaced or restructured.
  - (c) The PS Developer will be taken for all purposes to have consented to, and will not have, and no Public Transport Agency will be liable for, any claim as a result of any action, matter or circumstance referred to in, or contemplated by this clause 40.15.
  - (d) For the purposes of this clause 40.15, "**another entity**" means a government or semi-government entity including any agency, statutory corporation, statutory authority, department or state owned corporation.

**40.16 Principal not Liable**

Except to the extent expressly provided for in this deed, the Principal has no Liability for any Loss caused by or Claim in relation to the exercise or attempted exercise of, failure to exercise, or delay in exercising a right, power or remedy.

**40.17 Supervening legislation**

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

**40.18 Set off of unliquidated amounts**

Except to the extent expressly provided for in this deed a party cannot set off any unliquidated amount owing by it to the other party under this deed arising from a breach of this deed by that party, against any liquidated amount owing by that other party.

**40.19 Continuing breaches**

The expiry or termination of this deed does not affect the rights of the parties to this deed for a breach of this deed by the other party or parties before the expiry or termination.

**40.20 Step-in**

- (a) (**Principal may act**) Subject to any rights an Investor may have under an Investor Side Deed or a Financier may have under a Financier's Side Deed, if a Step-in

Event occurs, the Principal may, either itself or by a third party, perform an obligation under this deed that the PS Developer was obliged to perform but which it failed to perform.

- (b) **(Notice)** Except in an emergency, the Principal must provide the PS Developer with 5 Business Days' prior written notice of its intention to take action under clause 40.20(a).
- (c) **(Costs)** Any Loss suffered or incurred by the Principal in so performing such an obligation will be a debt due and payable by the PS Developer to the Principal.
- (d) **(No obligation)** Where the Principal or the Principal's Representative is entitled under this deed to exercise any right or power to:
  - (i) direct or instruct the PS Developer; or
  - (ii) itself step-in to,take any action, or omit to take any action, it is not obliged to exercise that right or power, and may do so in their absolute discretion.
- (e) **(PS Developer remains responsible)** Where the Principal or the Principal's Representative does exercise any such right or power, the PS Developer remains responsible for, controls and assumes the risk of all environmental, health and safety issues relating to the OSD Works.

#### 40.21 **Personal Property Securities Act**

- (a) **(Security Interest)** By signing this deed, the PS Developer acknowledges and agrees that if this deed and the transactions contemplated by it, operate as, or give rise to, a Security Interest, the PS Developer must do anything (including amending this deed or any other document, executing any new terms or any other document, obtaining consents, getting documents completed and signed and supplying information) that the Principal considers necessary under or as a result of the PPS Act for the purposes of:
  - (i) ensuring that the Security Interest is enforceable, perfected or otherwise effective and has the highest priority possible under the PPS Act;
  - (ii) enabling the Principal to apply for any registration, or give any notification, in connection with the Security Interest, including the registration of a financing statement or financing change statement; or
  - (iii) enabling the Principal to exercise rights in connection with the Security Interest and this deed.
- (b) **(Provisions not applying)** If Chapter 4 of the PPS Act applies to the enforcement of the Security Interest, the PS Developer agrees that sections 95, 120, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPS Act will not apply to the enforcement of the Security Interest.
- (c) **(PS Developer agreements)** The PS Developer:
  - (i) acknowledges that the Security Interests created under or pursuant to this deed relate to collateral and all proceeds in respect of that collateral (until the Principal is paid in full for the collateral);
  - (ii) acknowledges that to the maximum extent permitted by Law, it waives any right to receive a verification statement under the PPS Act in respect of the Security Interest;

- (iii) undertakes it will not register a financing change statement without the prior written consent of the Principal; and
  - (iv) agrees to waive any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPS Act to authorise the disclosure of the above information.
- (d) **(No disclosure)** The parties agree that neither of them will disclose information of the kind referred to in section 275(1) of the PPS Act and that this clause constitutes a confidentiality agreement within the meaning of the PPS Act.

**40.22 Vienna Convention**

The United Nations Convention on Contracts for the *International Sale of Goods and the Sale of Goods (Vienna Convention) Act 1986* (NSW) do not apply to this deed.

**40.23 Attorneys**

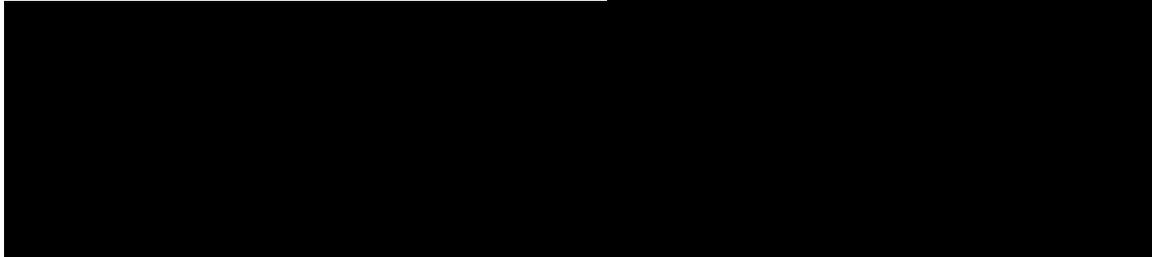
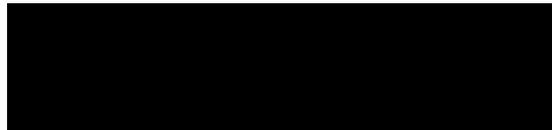
Each person who executes this deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

**40.24 Counterparts**

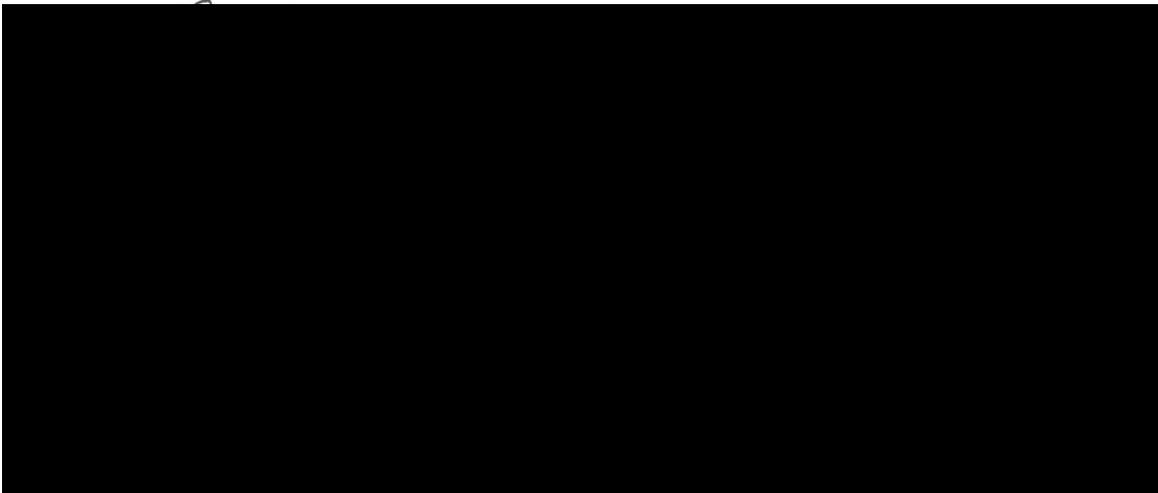
This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart.

**EXECUTED** as a deed.

**SIGNED** for **SYDNEY METRO**  
ABN 12 354 063 515 by its duly  
authorised delegate, in the presence of:



**EXECUTED** by **PITT STREET**  
**DEVELOPER SOUTH PTY LTD** ACN 635  
396 815 by its attorneys pursuant to  
power of attorney dated [REDACTED]  
who state that no notice of revocation of  
the power of attorney has been received  
in the presence of:

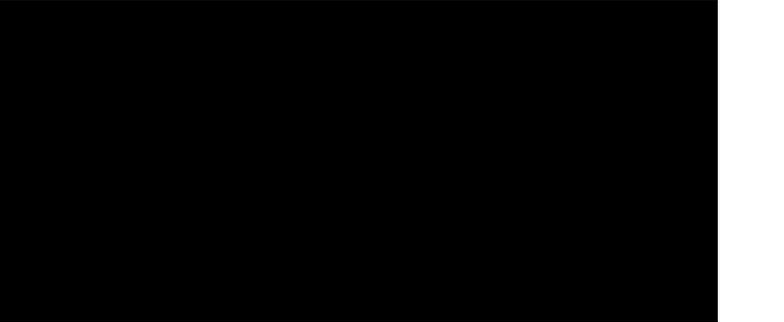
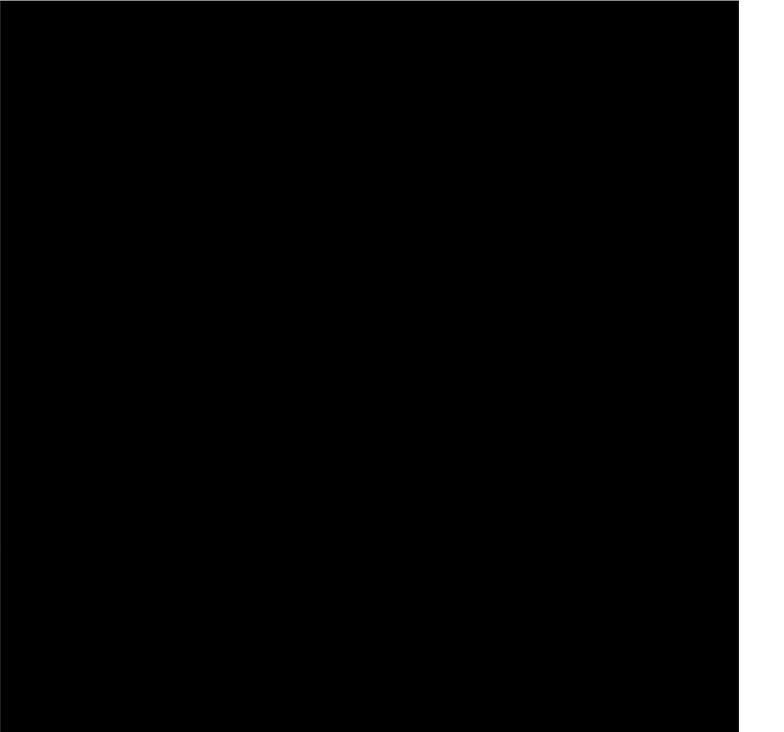


## SCHEDULE A1. – REFERENCE SCHEDULE

(Schedule A2)

No	Item	Details
1.	<b>PS Developer</b> <i>(Definition of PS Developer)</i>	<b>Name:</b> Pitt Street Developer South Pty Ltd <b>ACN:</b> 635 396 815 <b>Address:</b> Level 18, 18.02, 126 Phillip Street, Sydney NSW 2000
2.	<b>PS Contractor</b> <i>(Definition of PS Contractor)</i>	<b>Name:</b> CPB Contractors Pty Limited <b>ABN:</b> 98 000 893 667 <b>Address:</b> Level 2, 177 Pacific Highway, North Sydney NSW 2060
3.	<b>PS North Developer</b> <i>(Definition of PS North Developer)</i>	<b>Name:</b> Pitt Street Developer North Pty Ltd <b>ACN:</b> 635 396 824 <b>Address:</b> Level 18, 18.02, 126 Phillip Street, Sydney NSW Australia 2000
4.	<b>PS Developer Guarantor</b> <i>(Definition of PS Developer Guarantor)</i>	<b>Name:</b> [REDACTED] <b>ACN:</b> [REDACTED] <b>Address:</b> [REDACTED]
5.	<b>D&amp;C Contractor</b> <i>(Definition of D&amp;C Contractor)</i>	<b>Name:</b> CPB Contractors Pty Limited <b>ABN:</b> 98 000 893 667 <b>Address:</b> Level 2, 177 Pacific Highway, North Sydney NSW 2060 <b>Contract Licence No.:</b> 11651
6.	[REDACTED]	<b>Name:</b> [REDACTED] <b>ABN:</b> [REDACTED] <b>Address:</b> [REDACTED]
7.	<b>Principal's Representative</b> <i>(Definition of Principal's Representative)</i>	<b>Name:</b> [REDACTED] <b>Email:</b> [REDACTED] <b>Phone:</b> [REDACTED]  Any Notice in relation to a Claim or a Dispute must also be sent to the [REDACTED] and [REDACTED] of Sydney Metro, or such other person as notified by the [REDACTED] in writing
8.	<b>PS Developer's Representative</b> <i>(Definition of PS Developer's Representative)</i>	<b>Name:</b> [REDACTED] <b>Email:</b> [REDACTED] <b>Phone:</b> [REDACTED]  Any Notice in relation to a Claim or a Dispute must also be sent to the [REDACTED] and [REDACTED] or such other person as notified by the [REDACTED] in writing

No	Item	Details
9.	<b>Principal's Executive Negotiator</b> <i>(Definition of Executive Negotiator)</i>	The person holding the title of "[REDACTED] Sydney Metro City & Southwest"
10.	<b>PS Developer's Executive Negotiator</b> <i>(Definition of Executive Negotiator)</i>	The person holding the title of "[REDACTED]"
11.	<b>Principal's notice details</b> <i>(Clause 39(d)(i)(E))</i>	<b>Address:</b> [REDACTED] <b>Email:</b> [REDACTED] <b>Attention:</b> [REDACTED] and any additional person notified by the Principal in writing (any Notice in relation to a Claim or a Dispute must also be addressed to the [REDACTED] and [REDACTED] of Sydney Metro, or such other person as notified by the [REDACTED] in writing)
12.	<b>PS Developer's notice details</b> <i>(Clause 39(d)(i)(E))</i>	<b>Address:</b> [REDACTED] <b>Email:</b> [REDACTED] <b>Attention:</b> [REDACTED] and any additional person notified by the PS Developer in writing (any Notice in relation to a Claim or a Dispute must also be addressed to the [REDACTED] and [REDACTED] or such other person as notified by the [REDACTED] in writing)
13.	<b>Appointed Principal Contractor</b> <i>(Definition of Appointed Principal Contractor and clause 6.3)</i>	<b>Name:</b> CPB Contractors Pty Limited <b>ABN:</b> 98 000 893 667 <b>Address:</b> Level 2, 177 Pacific Highway, North Sydney NSW 2060
14.	<b>Principal's Land</b> <i>(Definition of North Site, South Site, Connecting Station Site and Principal's Land)</i>	(a) <b>North Site:</b> Lot 20 in Pre-allocated Plan Deposited Plan 1255509, known as 175 Castlereagh Street, Sydney, 40 Park Street, Sydney, 42 Park Street, Sydney, 44 Park Street, Sydney, 46 Park Street, Sydney, 48 Park Street, Sydney, 252-254 Pitt Street, Sydney and 256 Pitt Street, Sydney  (b) <b>South Site:</b> Lot 10 in Pre-allocated Plan Deposited Plan 1255507, known as 125-129 Bathurst Street, Sydney, 131-135 Bathurst Street, Sydney, 300 Pitt Street, Sydney and 302 Pitt Street, Sydney  (c) <b>Connecting Station Site:</b> Lot 153 in Deposited Plan 1232510
15.	<b>Licence Fee</b> <i>(Definition of Licence Fee)</i>	[REDACTED]

No	Item	Details
16.	<b>Total aggregate Liability</b> <i>(Clause 30.7)</i>	
17.	<b>Key Plant and Equipment</b> <i>(Definition of Key Plant and Equipment)</i>	
18.	<b>Key Plant and Equipment Manufacturing Countries</b> <i>(Definition of Key Plant and Equipment Country)</i>	

**SCHEDULE A2. – DEFINITIONS**

(Clause 1.1)

**Abandon** means the PS Developer ceases to:

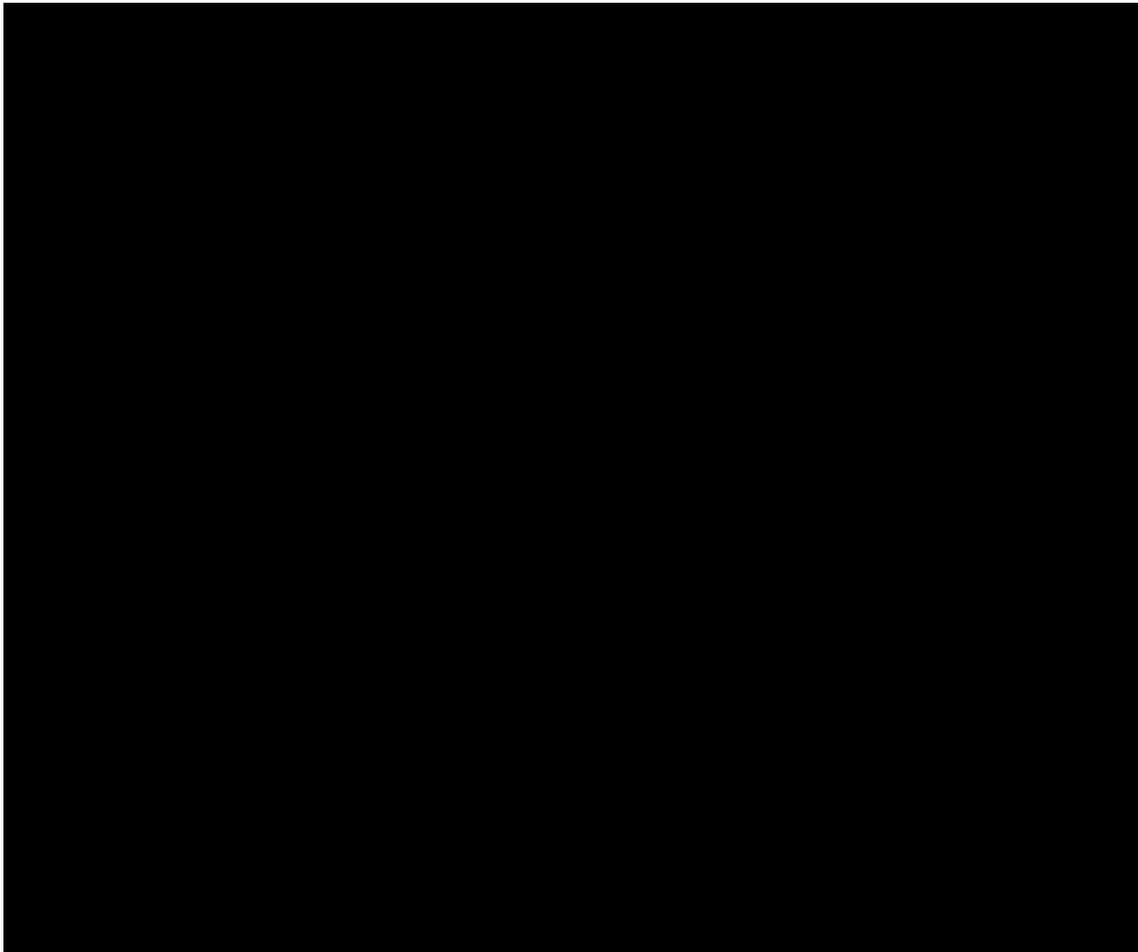
- (a) diligently proceed with procuring the Acceptable Detailed SSD Consent;
- (b) diligently proceed with procuring the preparation of the Final Stage Design Documentation; or
- (c) at any time after the PS Developer has achieved Substantial Commencement, but before the Date of Completion, proceed with or have the ability to proceed with the OSD Works,

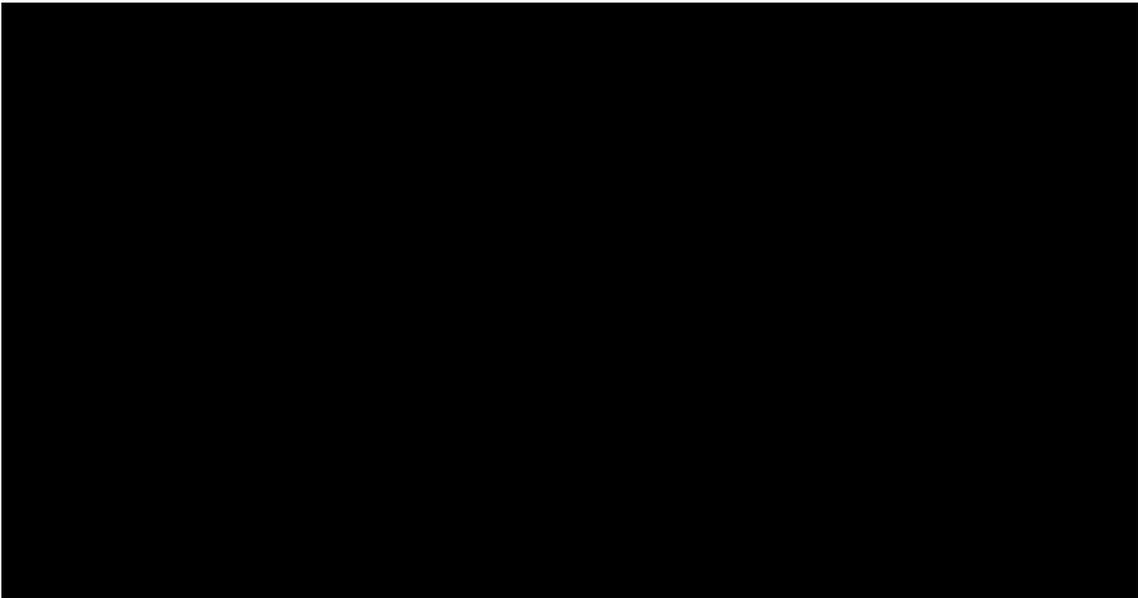
for:

- (d) [REDACTED] consecutive Business Days; or
- (e) a total of [REDACTED] Business Days (whether consecutive or not) in any 12 month period,

except to the extent that the PS Developer is relieved (including by way of an extension of time) of the obligation to do so by the express provisions of this deed.

**Acceptable Detailed SSD Consent** means a Detailed SSD Consent which is deemed not to include any Principal Unacceptable Consent Conditions or any Unexpected Consent Conditions in accordance with clause 3.7 of Schedule A5 (*Planning Applications and Approvals*).

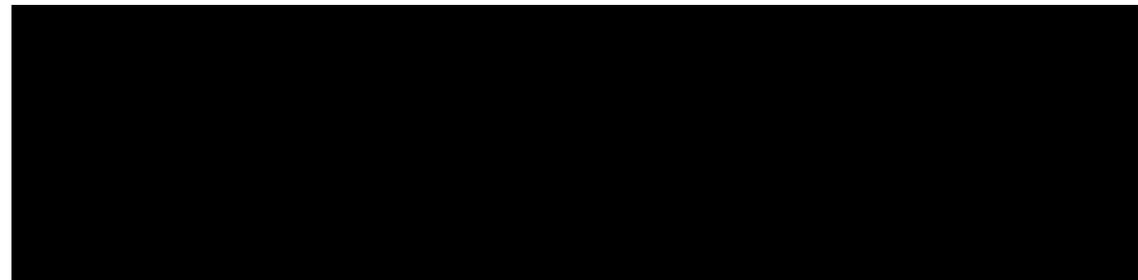
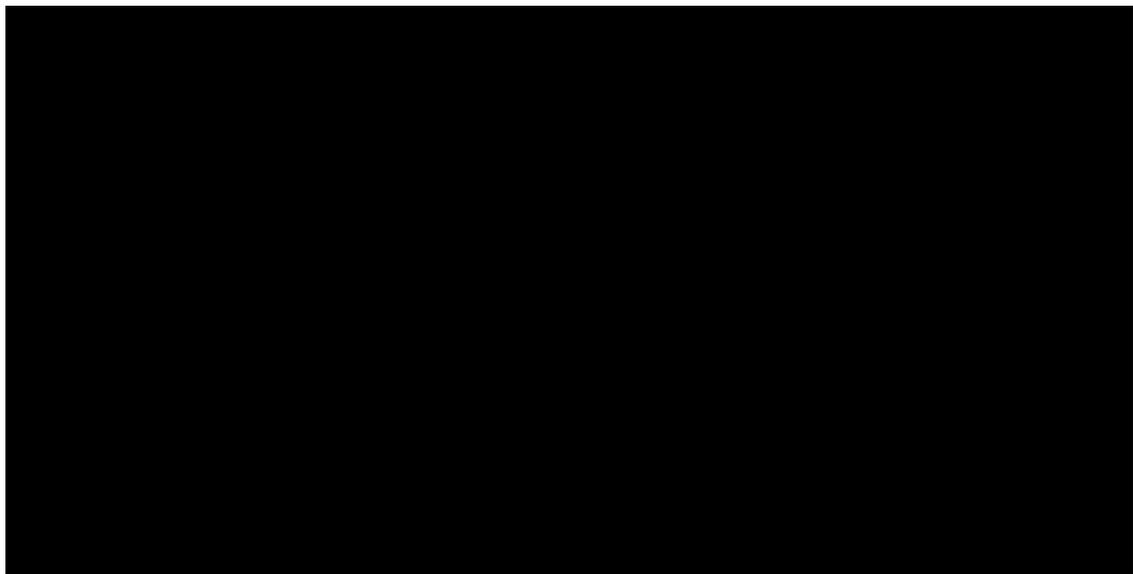




**AEO or Authorised Engineering Organisation** means an organisation providing a defined engineering service or product that has been assessed and granted authorised engineering status for Sydney Metro City & Southwest by the ASA.



**Agreed OSD Program Dates Schedule** means the agreed OSD program schedule set out in Schedule A4 (*Agreed OSD Program Dates Schedule*).



**API** means the Australian Property Institute Inc.

**Application** means an application for any Approval or, if the relevant Authority in respect of that Approval does not require a particular form of application in order to grant that Approval, the plans, specifications or other documents to be submitted to the Authority in connection with that Approval.

**Appointed Principal Contractor** means the entity referred to in item 13 of the Reference Schedule.

**Approval** means any licence, permit, consent, approval, determination, exemption, certificate or permission from any Authority or under any Law, or any requirement made under any Law, including any Development Consent, which must be obtained or satisfied (as the case may be) to perform the PS Developer's obligations under this deed, including to procure the carrying out of the OSD Works, but does not include:

- (a) any Direction given by the Principal or the Principal's Representative pursuant to this deed; or
- (b) the exercise by the Principal of its rights under this deed or any other PS OSD Contract Document.

**Approved Engineer** means the person or persons engaged from time to time by the PS Developer in accordance with clause 8.6 (*Approved Engineer and Residential Surveyor*) to perform the role set out in clause 8.6(c)(i).

**Approved Engineer's Certificate (Post-Completion)** means a certificate issued by the Approved Engineer under clause 8.6(c)(i)(B), in the form set out in Schedule B9 (*Approved Engineer's Certificate (Post-Completion)*) and in accordance with any requirements under clause 8.6 (*Approved Engineer and Residential Surveyor*).

**Approved Engineer's Certificate (Pre-Commencement)** means a certificate issued by the Approved Engineer under clause 8.6(c)(i)(A), in the form set out in Schedule B8 (*Approved Engineer's Certificate (Pre-Commencement)*) and in accordance with any requirements under clause 8.6 (*Approved Engineer and Residential Surveyor*).

**Approved Tender Design Elements** means those aspects or elements of the PS Developer's Tender Design set out in Schedule C4 (*Approved Tender Design Elements*).

**Artefact** means any fossils, bones, artefacts, coins, articles of antiquity, structures or other remains or things of scientific, geological, historical or archaeological interest.

**ASA Charter** means the document which identifies the ASA's objectives, functions, powers and governance and the duties of Public Transport Agencies and AEOs in relation to the ASA (as amended from time to time), a copy of which can be found on [www.asa.transport.nsw.gov.au](http://www.asa.transport.nsw.gov.au).

**Asset Lifecycle** has the meaning assigned to it in the ASA Charter.

**Asset Standards Authority** or **ASA** means the independent unit of that name established within Transport for NSW, the functions of which include setting, controlling, maintaining, owning and publishing the network and asset standards for Transport Assets for the Asset Lifecycle.

**Associate** means:

- (a) in respect of the Principal, the Principal's Representative and any of the employees, agents, contractors or officers of the Principal or the Principal's Representative to the extent they are engaged on Sydney Metro City & Southwest, but excludes:
  - (i) the PS Developer and each person listed in paragraph (b) of this definition;
  - (ii) any Interface Contractor;
  - (iii) the Operator; and
  - (iv) the employees, agents, consultants and officers of the persons listed in paragraphs (a)(i) to (a)(iii) (inclusive) of this definition; and
- (b) in respect of the PS Developer:
  - (i) any Subcontractor (including the D&C Contractor);
  - (iii) the PS Developer Guarantor;
  - (iv) the PS Contractor and the PS Contractor's Associates;
  - (v) the Residential Purchaser;
  - (vi) each Approved Engineer;
  - (vii) the Residential Surveyor; and
  - (viii) each of the employees, agents, contractors, consultants, officers, licensees and invitees of the PS Developer and those persons listed in paragraphs (b)(i) to (b)(vii) (inclusive) of this definition (excluding any Interface Contractor and its employees, agents, consultants and officers).

**Authority** means:

- (a) any governmental, semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality;
- (b) any other person having a right to impose a requirement, or whose consent is required, under Law with respect to any part of the performance of the obligations or the exercise of any right of the PS Developer under this deed; or
- (c) any other person having jurisdiction over, or ownership of, any Utility Services or Utility Service Works.

**Bank Bill** means a bill of exchange (under the *Bills of Exchange Act 1909* (Cth)) which has been accepted by any bank authorised under a Law of the Commonwealth or any State to carry on banking business.

**Bank Bill Rate** is, for the relevant period:

- (a) the rate, expressed as a yield percent per annum (rounded downwards to 2 decimal places) quoted as the average bid rate on the Reuters monitor system page "BBSY" (or any page which replaces that page) at about 12:00pm (Sydney

time) on the first day of the relevant period, for Bank Bills having a tenor of approximately 90 days; or

- (b) if no average bid rate is published for Bank Bills of that tenor in accordance with paragraph (a) of this definition, the bid rate agreed in good faith by the parties having regard to the rates otherwise bid for Bank Bills having a tenor as described above at or around that time.

**Building Management Statement** has the meaning given in the Station Delivery Deed.

**Build-to-Rent** means a scheme pursuant to which the Residential Lot is developed, owned and managed by an institutional owner as a single stratum lot with the majority use of such lot being residential accommodation with associated resident amenities which is leased to tenants in return for a rental stream.

**Business Day** means a day on which banks are open for general banking business in Sydney (not being a Saturday, Sunday, public holiday or 27, 28, 29, 30 or 31 December).

**Call Option** means an option to purchase the Residential Lot granted to the Residential Purchaser by the Principal pursuant to the Residential Call Option Deed.

**Certificate of Completion** means a certificate issued by the Principal's Representative under clause 22.4(b) (*Requesting a Certificate of Completion*) or deemed to have been issued under clause 22.4(c)(ii) (*Requesting a Certificate of Completion*) certifying that Completion has been achieved.

**Certificate of Completion (OSD Design Parameters)** means a certificate issued by the Principal's Representative under clause 22.1(b)(i) (*Requesting Certificate of Completion (OSD Design Parameters)*) certifying that Completion (OSD Design Parameters) has been achieved.

**Certificate of Compliance (Residential OSD Works)** means the certificate in the form set out in Schedule B11 (*Certificate of Compliance (Residential OSD Works)*) issued by the D&C Contractor in accordance with the requirements under clause 22.3 (*Certificate of Compliance (Residential OSD Works)*).

**Chain of Responsibility Provisions** refers to any section of the Heavy Vehicle National Law under which the PS Developer is "a party in the chain of responsibility" (within the meaning given to that term under the Heavy Vehicle National Law).

**Change in Law** means any of the following which take effect on or after the date of this deed:

- (a) the amendment, repeal or change of an existing Law (other than an Approval);
- (b) a new Law (other than an Approval); or
- (c) a judgment of a court of law which changes a binding precedent.

**Claim** means a claim, action, proceeding or demand, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

**Clean Energy Regulator** means the Clean Energy Regulator established under the *Clean Energy Regulator Act 2011* (Cth).

**Codes of Practice** means a code of practice which has been approved as a code of practice for the purposes of the WHS Legislation.

**Commonwealth** means the Commonwealth of Australia.

**Community Communications Strategy** means the Project Plan of that name.

**Completion** means the point in time at which:

- (a) the Principal's Representative has issued the Certificate of Completion (OSD Design Parameters);
- (b) the PS Developer has provided the Approved Engineer's Certificate (Post-Completion);
- (c) the PS Developer has provided the Certification of Compliance (Residential OSD Works);
- (d) an Occupation Certificate for all of the OSD Works has been issued and is in force to enable occupation of the OSD; and
- (e) the PS Developer has provided the Sustainability Certificate.

**Completion (OSD Design Parameters)** means the point in time at which the PS Developer has procured completion or installation of every item shown in the Final Plans and Specifications in respect of the OSD Works comprising the elements of the OSD Design Parameters.

**Concept SSD** means the concept design for determining the envelope for the OSD and defining the permitted use of the OSD.

**Concept SSD Consent** means the Original Concept SSD Consent and modification to it.

**Concept SSD Design Documentation** means the design documentation referred to and approved as part of the Concept SSD Consent in the form attached to this deed as Schedule C2 (*Concept SSD Design Documentation*).

**Connecting Station Site** means each of the parcels of land referred to in Item 14(c) of the Reference Schedule.

**Consent Authority** means, in relation to an Application, the Authority having the function to determine that Application pursuant to Part 4 of the EP&A Act.

**Consequential Loss** means any:

- (a) loss of income, loss of revenue, loss of profit, loss of rent, loss of financial opportunity, loss of business or loss of business opportunity, loss of contract, loss of goodwill, loss of use or loss of production (whether the loss is direct or indirect); or
- (b) direct or indirect financing costs,

whether present or future, fixed or unascertained, actual or contingent.

**Construction and Site Management Plan** means the Project Plan of that name.

**Construction Licence** means each licence granted by the Principal to the PS Developer pursuant to clause 9.1(a) (*Rights to land*).

**Construction Licence Commencement Date** means, in respect of each part of the following:

- (a) the Construction Site (South Site), the date on which access is first given to the PS Developer for that part of the Construction Site; and
- (b) the Construction Site (South Development Site), the date referred to as the "Site Access Date" for that part of the Construction Site set out in the table in section 3 of the Site Access Schedule.

**Construction Licence Sunset Date** means the date specified as the "Construction Licence Sunset Date" in the Site Access Schedule.

**Construction Materials** means any equipment, plant, materials, fixtures, fittings, furniture, machinery, goods, parts, components and other items incorporated or to be incorporated into the OSD Works.

**Construction Plant** means plant, equipment (including hand-held tools), machinery, apparatus, vehicles, appliances and things used in the carrying out of the OSD Works but not forming part of the OSD Works.

**Construction Site** means:

- (a) from the date of this deed up to and including the Station Date of Completion, the Construction Site (South Site); and
- (b) from the day after the Station Date of Completion, the Construction Site (South Development Site).

**Construction Site Interface Work** has the meaning given in clause 6.3(a)(ii) (*Principal contractor*).

**Construction Site (South Development Site)** means the land and other places identified in section 3 of the Site Access Schedule.

**Construction Site (South Site)** means the land and other places identified in section 2 of the Site Access Schedule.

**Contamination** means the presence in, on or under land or any other aspect of the Environment of:

- (a) a substance (whether occurring naturally or otherwise) which is at a concentration above the concentration at which the substance (whether occurring naturally or otherwise) is normally present in, on or under land or any other aspect of the Environment in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the Environment; or
- (b) a Hazardous Chemical.

**Contractor Licence** means a contractor licence authorising its holder to carry out Home Building Work, as required under the Home Building Act for the purpose of carrying out those works.

**Control** means:

- (a) "Control" as defined in the Corporations Act;
- (b) being in a position to cast, or control the casting of, 20% or more of the maximum number of votes that may be cast at a general meeting; or
- (c) having a relevant interest (as defined in section 608 of the Corporations Act) in 20% or more of the securities,

of an entity.

**Cooperation and Integration Deed** means each of:

- (a) each Interface Contractor Cooperation and Integration Deed; and
- (b) the Operator Cooperation and Integration Deed.

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

**Corresponding Modification** has the meaning given in clause 2.1 of Schedule A7 (*Modification Procedure*).

**Costs** means costs, charges and expenses, including those incurred in connection with advisers.

**Course of Action** means:

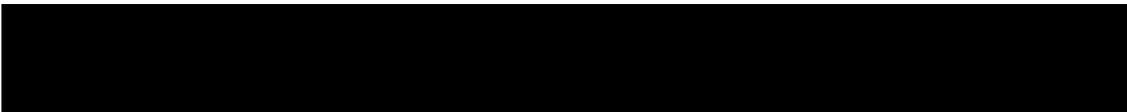
- (a) in respect of a PS Developer Unacceptable Consent Condition in a Modified Concept SSD Consent, an appropriate course of action to reduce, avoid or remove the effect of a PS Developer Unacceptable Consent Condition, which may include the Principal:
  - (i) applying to the Consent Authority to modify the PS Developer Unacceptable Consent Condition;
  - (ii) appealing to the relevant court; or
  - (iii) if it relates to a Substantial Change (as that term is defined in Schedule A5 (*Planning Applications and Approvals*)), paying or adjusting the OSD Payment by the Substantial Change Amount (on the basis that the adjustment will be made by way of [REDACTED])
- (b) in respect of a Principal Unacceptable Consent Condition in a Modified Concept SSD Consent:
  - (i) appealing to the relevant court;
  - (ii) lodging an Application for a modification to the Concept SSD Consent with the Consent Authority;
  - (iii) [REDACTED]
  - (iv) waiving the PS Developer's obligations to comply with or procure compliance with the relevant OSD Design Parameter; or
  - (v) by giving written notice to the PS Developer, terminating this deed;
- (c) in respect of a Principal Unacceptable Consent Condition in an Approval obtained by the PS Developer, any course of action which the Principal requires the PS Developer to pursue which may include the PS Developer at its own Cost:
  - (i) applying to the Consent Authority to modify the relevant Principal Unacceptable Consent Condition;
  - (ii) appealing to the relevant court; or

- (iii) proposing a Modification in accordance with clause 3 of Schedule A7 (*Modification Procedure*); or
- (d) In respect of an Unexpected Consent Condition in an Approval obtained by the PS Developer:
  - (i) appealing to the relevant court;
  - (ii) lodging an Application for a modification to the PS Developer Approval with the Consent Authority;
  - (iii) 
  - (iv) by giving written notice to the PS Developer, terminating this deed.

**Covenant** means the document in the form of Schedule D7 (*Covenant*).

**Consumer Price Index or CPI** means:

- (a) the "All Groups Consumer Price Index Weighted Average of Eight Capital Cities" published quarterly by the Australian Bureau of Statistics; or
- (b) if that index is no longer published or there is a change in its coverage or periodicity either:
  - (i) such other index as may be agreed by the parties for the purposes of the PS OSD Contract Documents; or
  - (ii) if the parties cannot agree an alternative index in time for a relevant calculation to be made under the PS OSD Contract Documents, the parties must request the President of the Institute of Actuaries Australia (or his nominee) to nominate a suitable substitute index which is a general indicator of the rate of price change for consumer goods and services to apply for the purposes of the PS OSD Contract Documents, and his determination is final and binds the parties.





[REDACTED]

**CSSI Approval** has the meaning given to the term "Project Planning Approval (Chatswood to Sydenham)" in the Station Delivery Deed.

**Customers** means all users and potential users of Sydney Metro City & Southwest or any services associated with Sydney Metro City & Southwest.

**D&C Contract** means the document titled "Pitt Street Integrated Station Development Over Station Development – Design and Construction Contract for the South Over Station Development Works" between the PS Developer and the D&C Contractor dated on or about the date of this deed in relation to the design, construction, commissioning, supervision and completion of the OSD Works.

**D&C Contractor** means the entity referred to in item 5 of the Reference Schedule.

[REDACTED]

**D&C Contractor Replacement Plan** means a draft plan describing the actions and measures which the PS Developer will diligently pursue to enable the OSD Works to proceed, including its plan to diligently procure [REDACTED]

**D&C Side Deed** means the document titled "Pitt Street Integrated Station Development – D&C Side Deed (Over Station Development Project Delivery Agreement) – South" between the Principal, the PS Developer, the D&C Contractor and the [REDACTED] dated on or about the date of this deed, substantially in the form of Schedule A19 (*D&C Side Deed*).

**Date for Commencement** has the meaning given in clause 5.3 (*Notice of commencement*).

**Date for Completion** means the date set out in item 3 of the Agreed OSD Program Dates Schedule, as extended in accordance with this deed.

**Date for Detailed SSD Application Lodgement** means the date set out in item 4 of the Agreed OSD Program Dates Schedule, as extended in accordance with this deed.

[REDACTED]

**Date of Completion** means:

- (a) the date certified in a Certificate of Completion as the date that Completion was achieved;
- (b) where clause 22.4(c)(ii) (*Failure to issue certificate*) applies, 5 Business Days after receipt of the notice issued by the PS Developer pursuant to clause 22.4(c)(i) (*Requesting Certificate of Completion*); or

- (c) where another date is determined under the Dispute Procedure as the date on which Completion was achieved, that date.

**Date of Substantial Commencement** has the meaning given in clause 5.3(c) (*Notice of commencement*).

**Default Notice** means a notice given by the Principal under clause 31.2 (*Default Notice*).

**Defect** means:

- (a) any defect, deficiency, fault, error or omission in the OSD Works [REDACTED]
- (b) any cracking, shrinking, movement or subsidence in the OSD Works [REDACTED]

- (d) any HBA Defect,

but does not include any damage caused to the OSD Works after the Date of Completion other than damage to the extent that it is caused by or contributed to by the PS Developer or its Associates.

**Defects Correction Period** means, in respect of:

- (a) a HBA Defect, the period:
  - (i) commencing on the date that an Occupation Certificate is issued in respect of the relevant part of the Residential OSD Works; and
  - (ii) ending on the date which is [REDACTED] months after the Date of Completion;
- (b) any other Defect, a period of [REDACTED] months commencing on the Date of Completion; and
- (c) any rectification works carried out under clause 24.2(a) (*PS Developer's obligations*), a period of [REDACTED] months commencing on the date of completion of those rectification works.

**Defects Notice** has the meaning given in clause 24.1(a) (*Notice of Defect*).

**Delay Costs** means with respect to a Delay Event, the net incremental costs of:

- (a) the D&C Contractor; and
- (b) the PS Developer (but only to the extent such costs are reasonable, arm's length third party costs of the PS Developer),

that are directly attributable to the delay caused by the Delay Event, excluding:

- (c) any direct costs saved or which will be saved or which ought reasonably to have been saved in connection with the delay;
- (d) any costs payable by the PS Developer to the PS Contractor;
- (e) [REDACTED]

(f) [REDACTED]

**Delay Event** means an event referred to in clause 20.5 (*Delay Events*).

**Delivery Guarantee** means a deed of guarantee and indemnity between the Principal and the PS Developer Guarantor in the form of Schedule E4 (*Form of Delivery Guarantee*).

**Design Documentation** means all:

- (a) design documentation (including design standards, concrete mix designs, design reports, durability reports, specifications, models, samples, prototypes, calculations, drawings, shop drawings, digital records, business rules, system processes and all other relevant data) in electronic, computer readable and written or physical forms, or stored by any other means; and
- (b) computer software,

which are required for the performance of the OSD Works, or which the PS Developer or any other person creates in relation to the OSD Works.

**Design Review Panel** means the architectural and urban design review panel established as an advisory body to the Principal in relation to Sydney Metro City & Southwest, including in relation to over station development.

**Detailed SSD** means the detailed design resolution for the OSD Works and to authorise the construction of those OSD Works.

**Detailed SSD Application** means an Application lodged by the PS Developer with the Consent Authority seeking a Detailed SSD Consent.

**Detailed SSD Application Design Documentation** means the full and final set of design documentation proposed to be submitted by the PS Developer with the Detailed SSD Application.

**Detailed SSD Consent** means a consent granted in respect of the Detailed SSD in accordance with Part 4 of the EP&A Act, and any modification to it.

**Development Consent** means any consent issued under Part 4 of the EP&A Act to carry out the OSD Works and includes each:

- (a) Concept SSD Consent;
- (b) [REDACTED] and
- (c) Detailed SSD Consent.

**Direction** means any certificate, decision, demand, determination, direction, instruction, notice, order, rejection, request or requirement.

**Dispute** has the meaning given in clause 36 (*Dispute resolution*).

**Dispute Procedure** means if the Dispute arises:

- (a) prior to the Station Date of Completion, the procedure for the resolution of Disputes set out in part A of Schedule A8 (*Dispute Procedure*) (unless otherwise agreed between the parties); or

- (b) on or after the Station Date of Completion, the procedure for the resolution of Disputes set out in part B of Schedule A8 (*Dispute Procedure*).

**Draft BMS** has the meaning given to the term "Draft South BMS" in the Station Delivery Deed.

**Draft South Subdivision Plan** has the meaning given in the Station Delivery Deed.

**Duties Act** means the *Duties Act 1997* (NSW).

**Encumbrance** means any interest, right, licence, lease, affectation, encumbrance, easement, covenant or restriction on use registered on title or otherwise created and validly existing from time to time.

**Environment** means components of the earth, including:

- (a) land, air and water;
- (b) any layer of the atmosphere;
- (c) any organic or inorganic matter and any living organism;
- (d) human-made or modified structures and areas; and
- (e) interacting natural ecosystems that include components referred to in paragraphs (a) to (c) (inclusive) of this definition.

**Environment Protection Licence** or **EPL** means an environment protection licence issued under the Protection of the *Environment Operations Act 1997* (NSW).

**Environmental Hazard** means a state of danger to human beings or the Environment whether imminent or otherwise resulting from the location, storage, handling or release of any substance having toxic, corrosive, flammable, explosive, infectious or otherwise dangerous characteristics.

**Environmental Law** means any Law concerning the Environment and includes Laws concerning:

- (a) the carrying out of uses, works or development, the erection of a building or the subdivision of land (including the EP&A Act);
- (b) emissions of substances into the atmosphere and land;
- (c) Pollution and Contamination of the atmosphere and land; and
- (d) production, use, handling, storage, transportation and disposal of:

- (i) waste;
- (ii) hazardous substances;
- (iii) dangerous goods;
- (iv) threatened, endangered and other flora and fauna species;
- (v) conservation, heritage and natural resources; and
- (vi) the health and safety of people,

whether made or in force before or after the date of this deed.

**Environmental Liabilities** means any of the following liabilities arising before the expiration or termination of this deed:

- (a) all Costs associated with undertaking the remediation of any Contamination ordered or required by any Authority or court of any land or building;
- (b) any compensation or other monies that an Authority or court requires to be paid to any person under an Environmental Law for any reason;
- (c) any fines or penalties incurred under an Environmental Law;
- (d) all Costs incurred in complying with an Environmental Law; and
- (e) all other Claims or Loss payable under in respect of an Environmental Law.

**Environmental Notice** means any notice (including any notice of an intention to issue an order under the EP&A Act), order or request for information and/or documents issued by an Authority in respect of a matter concerning the Environment.

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

**Error** means a discrepancy, omission, mistake, lack of co-ordination, ambiguity or inconsistency between documents or between different parts of the same document.

**Event of Default** has the meaning given in clause 31.1 (*Event of Default*).

**Executive Negotiator** means:

- (a) for the Principal, the person referred to in item 9 of the Reference Schedule; and
- (b) for the PS Developer, the person referred to in item 10 of the Reference Schedule,

together the Executive Negotiators or, subject to clause 8.5A (*Executive Negotiators*), any other person appointed by the Principal or the PS Developer, as applicable, as its replacement Executive Negotiator from time to time, as notified by the Principal or the PS Developer to the other party in writing.

**Existing Operations** means:

- (a) all infrastructure (including existing infrastructure, but in respect of infrastructure that is under construction, is limited to infrastructure that is under construction as at the date of this deed) and Utility Services which:

- (i) do not form part of any Interface Work or infrastructure that is the subject of a Project Cooperation and Integration Deed (as that term is defined in the Station Delivery Deed); and
  - (ii) is owned, operated or under the control of an Existing Operator; and
- (b) the businesses and operations undertaken by an Existing Operator, on or in the vicinity of the Construction Site.

**Existing Operator** means:

- (a) Ausgrid, being the statutory State owned corporation of that name established under the *Energy Services Corporations Act 1995* (NSW);
- (b) Jemena Limited ABN 95 052 167 405;
- (c) Sydney Water Corporation ABN 49 776 225 038;
- (d) State Transit Authority, being the operating agency of Transport for NSW responsible for, amongst other things, buses in the Sydney CBD;
- (e) Roads and Maritime Services, being the NSW Government agency constituted by section 56 of the Transport Administration Act;
- (f) the Council of the City of Sydney;
- (g) Telstra Corporation Limited ABN 33 051 775 556 and other telecommunication operators;
- (h) owners and occupiers of adjoining properties; or
- (i) any other person:
  - (i) who owns, operates or controls any infrastructure (including existing infrastructure, but in respect of infrastructure that is under construction, is limited to infrastructure that is under construction as at the date of this deed), and the Utility Services, which does not form part of any Interface Work or infrastructure that is the subject of a Project Cooperation and Integration Deed (as that term is defined in the Station Delivery Deed); or
  - (ii) undertakes any business or operation on or in the vicinity of the Construction Site,

and any of their employees, agents, contractors or Related Entities.

**Expert** means the person appointed to determine a Dispute pursuant to clause 2.4 of part A of Schedule A8 (*Dispute Procedure*) or clause 2.3(a) of part B of Schedule A8 (*Dispute Procedure*) (as applicable).



**Final D&C Contractor Replacement Plan** means:

- (a) the D&C Contractor Replacement Plan submitted by the PS Developer under clause 20.4(c)(ii) (*Progressing the OSD Works*) if such plan is not amended under clause 20.4(c)(iii) (*Progressing the OSD Works*); or

- (b) if applicable, the amended D&C Contractor Replacement Plan submitted by the PS Developer under clause 20.4(c)(iii) (*Progressing the OSD Works*).

**Final Plans and Specifications** has the meaning given in clause 4.7 (*Design Documentation for construction*).

**Final Stage Design Documentation** means the stage in the development of the Design Documentation for the Agreed Packages at which the Design Documentation is fully developed and suitable for construction purposes, including all design standards, design reports, specifications, models, calculations and drawings.



**Financiers** means the providers of any facilities, financial arrangements or accommodation provided from time to time for the purposes of the OSD Project and may, where the context permits, include any agent or trustee of such providers.

**Financier's Side Deed** means a deed to be entered into between the Principal, the PS Developer and the Financiers substantially in the form of Schedule E8 (*Form of Financier's Side Deed*), subject to any amendments under clause 35.2 (*Negotiating terms of the Side Deeds and Ancillary Finance Documents*).

**FIRB Act** means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

**Force Majeure Event** means any of the following:

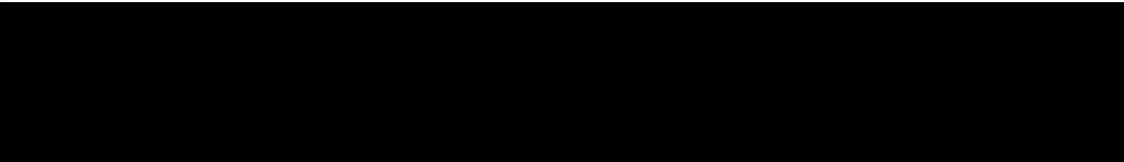
- (a) war (declared or undeclared), revolution, insurrection, civil commotion, military action, an act of public enemy or an act of sabotage, in each case occurring within Australia;
- (b) a terrorist act as defined in section 3 of the *Terrorism Insurance Act 2003* (Cth) or a declared terrorist incident as defined in section 3 of the *Terrorism Insurance Act 2003* (Cth) occurring within Australia or a Key Plant and Equipment Manufacturing Country;
- (c) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, in each case occurring within Australia and only to the extent not caused by the PS Developer or its Associates;
- (d) an earthquake occurring within Australia or a Key Plant and Equipment Manufacturing Country;
- (e) a flood which might at the date of this deed be expected to occur less frequently than once in every 100 years (based on the 1:100 year average recurrence interval flood event) occurring within Australia or a Key Plant and Equipment Manufacturing Country; or
- (f) a fire or explosion resulting from an event referred to in:
  - (i) paragraphs (a) and (c) of this definition occurring in Australia; or

- (ii) paragraphs (b), (d) and (e) of this definition in each case occurring within Australia or a Key Plant and Equipment Manufacturing Country,

which:

- (g) is beyond the reasonable control of the PS Developer and its Associates; and
- (h) prevents or delays the PS Developer from performing an obligation under this deed, where that event or the consequence of that event does not arise from any act or omission of the PS Developer or its Associates (including from any breach by the PS Developer or its Associates of a PS OSD Contract Document).

**General Conditions** means the provisions of this deed, excluding the schedules.



**GFA** has the meaning given to the term "gross floor area" in the Sydney LEP.

**GIPA Act** means the *Government Information (Public Access) Act 2009* (NSW).

**Good Industry Practice** means that degree of skill, care, prudence, foresight and practice which would reasonably be expected of a skilled and experienced person, engaged in the same or a similar type of undertaking as that of the PS Developer or its Associates, as the case may be, under the same or similar circumstances as the delivery of the OSD Works.

**GST** has the meaning it has in the GST Law.

**GST Law** means the same as "GST law" in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

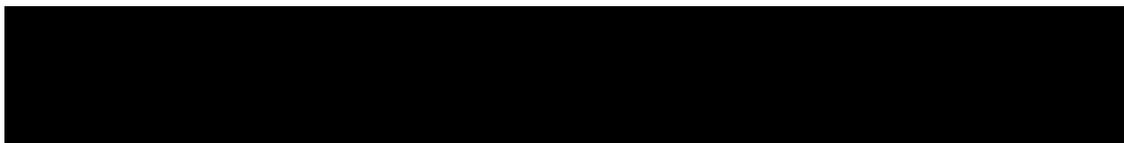
**Hazardous Chemical** means any substance which would or might reasonably be expected to cause damage or injury to human beings, any property or the Environment and includes any "Hazardous Chemical" as defined in the WHS Legislation.

**HBA Defect** means:

- (a) any defect, deficiency, fault, error or omission in; or
- (b) any:
  - (i) cracking, shrinking, movement or subsidence in; or
  - (ii) other aspect of,

the Residential OSD Works arising out of or in any way in connection with a breach of any of the warranties in clauses 5.8(c)(iv) and 5.8(c)(v) (*Home Building Act*).

**Heavy Vehicle National Law** means the *Heavy Vehicle National Law (NSW) No. 42a* and all associated regulations.



[REDACTED]

**Home Building Act** means the *Home Building Act 1989* (NSW) and all associated regulations.

**Home Building Work** means residential building works or specialist work for the purposes of the Home Building Act.

[REDACTED]

**IDAR Panel Agreement** means the agreement which appears in Schedule A20 (*IDAR Panel Agreement*).

**IDAR Panel Agreement Accession Deed Poll** means an accession deed poll substantially in the form of Schedule 1 of the IDAR Panel Agreement.

**Incident** means any work health and safety, environmental or security incident arising out of or in connection with the carrying out of the OSD Works including:

- (a) a non-compliance with an Approval;
- (b) any public complaint; or
- (c) any incident defined in the Sydney Metro Principal Contractor Health and Safety Standard.

**Independent Valuer** means:

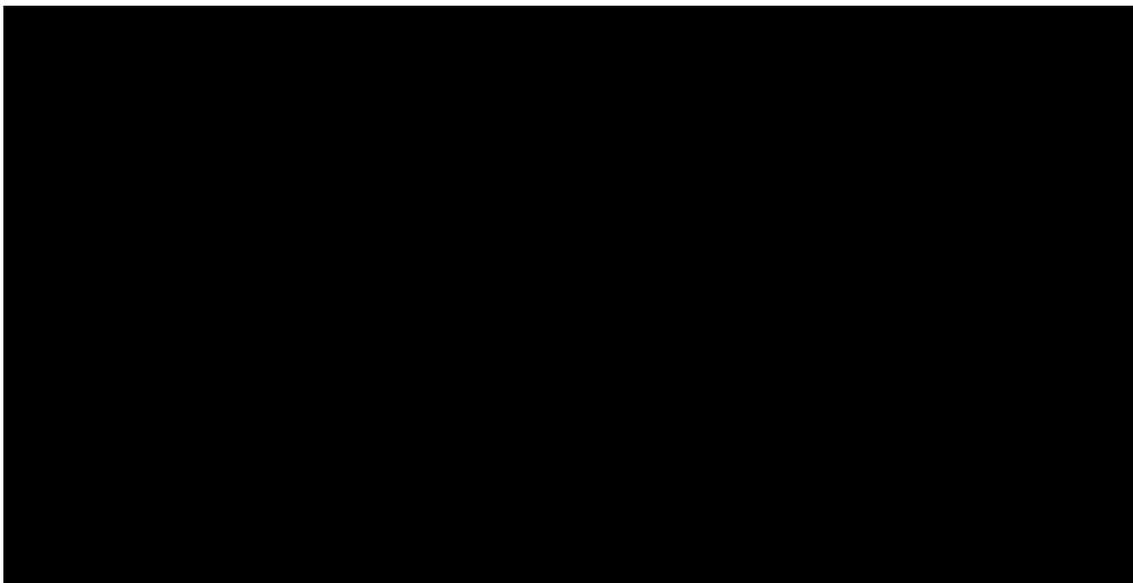
- (a) for the purposes of Schedule E2 (*Termination Payment*), a suitably qualified independent valuer who is a member of the NSW Division of the API and who has at least 10 years' experience in, and is active in the market of, valuing the same type of property as the OSD in the same precinct as the OSD;
- (b) for the purposes of [REDACTED] (including any appointment pursuant to clause 4.3(e)(ii) of Schedule A7 (*Modification Procedure*)), a suitably qualified independent valuer who satisfies the requirements set out in [REDACTED] and [REDACTED];
- (c) for the purposes of Schedule A5 (*Planning Applications and Approvals*), a suitably qualified independent valuer who satisfies the requirements set out in [REDACTED].

**Information Documents** means any information, data, document or material (in any format or medium including any electronic form and whether oral or written) which:

- (a) is referred to in Schedule A24 (*Information Documents*);
- (b) is issued or made available by, or on behalf of, the Principal or the State to the PS Developer or the PS Contractor in connection with the Tender, the OSD Works or Sydney Metro City & Southwest regardless of whether, at the time of issue (or being made available), was expressly classified or stated to be an "Information Document"; or

- (c) is referred to, or incorporated by reference, in an Information Document unless such information, data, document or material is otherwise expressly stated to form part of this deed,

whether issued or made available on, before or after the date of execution of this deed, other than any information, data, document or material which the Principal is obliged by the terms of this deed to provide to the PS Developer and the PS Developer is expressly permitted by the terms of this deed to rely on.



**Investor** means the entity nominated by the PS Developer as the party to enter into the Investor Side Deed for the purposes of the OSD Project.

**Insolvency Event** means, in relation to a person, the occurrence of any of the following events:

- (a) an application is made for the winding up or deregistration of a person and, where an application has been made for the dismissal or withdrawal of the application for winding up within 10 Business Days, and the application is not dismissed or withdrawn within 30 Business Days;
- (b) an order is made for the winding up of a person, except for the purpose of a reconstruction, amalgamation, merger or consolidation on terms approved by the Principal before that order is made where the reconstruction, amalgamation, merger or consolidation is implemented in accordance with the terms of the approval;
- (c) a person passes a resolution for its winding up or deregistration, except for the purpose of a reconstruction, amalgamation, merger or consolidation on terms approved by the Principal before that resolution is passed where the reconstruction, amalgamation, merger or consolidation is implemented in accordance with the terms of that approval;
- (d) a receiver, receiver and manager, liquidator, provisional liquidator, compulsory manager trustee for creditors or in bankruptcy or analogous person is appointed to take possession of any property of a person;
- (e) the holder of a Security Interest takes (or appoints an agent to take) possession of any property of the person or otherwise enforces its Security Interest;

- (f) a person or any other person appoints an administrator to the person, or takes any step to do so;
- (g) a person:
  - (i) suspends payment of its debts (other than as the result of a failure to pay a debt or Claim which is the subject of a good faith dispute);
  - (ii) ceases or threatens to cease to carry on all or a material part of its business;
  - (iii) is or states that it is unable to pay its debts; or
  - (iv) is deemed insolvent by virtue of its failure to comply with a statutory demand, which is not withdrawn or set aside within 10 Business Days;
- (h) a person enters into a readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of or a composition with its creditors, without the prior consent of the Principal, except for the purposes of a solvent reconstruction or amalgamation permitted by this deed; or
- (i) any act is done or event occurs which has an analogous or similar effect to any of the events in paragraphs (a) to (h) (inclusive) of this definition.

**Insurances** means the insurances required to be effected and maintained under any PS OSD Contract Document.

**Intellectual Property Right or IPRs** means all present and future rights conferred by law in or in relation to inventions, patents, designs, circuit layouts, copyright, confidential information, trade secrets, trade-marks and any other right in respect of intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967 and includes all rights in all applications to register these rights, all renewals and extensions of these rights and all rights in the nature of these rights, excluding Moral Rights.

**Interface Contractor** means an Other Contractor that is carrying out, or that will carry out, Interface Work, including the TSE Contractor, LW Contractor, the TSOM Contractor, the Operator or any Other Contractor otherwise identified by the Principal's Representative as an Interface Contractor.

**Interface Contractor Cooperation and Integration Deed** means:

- (a) in relation to the LW Contractor, a deed to be entered into between the Principal, the PS Developer, the D&C Contractor and the LW Contractor substantially in the form of Schedule A23 (*LW Contractor Cooperation and Integration Deed*); and
- (b) in relation to any other Interface Contractor, each deed to be entered into between the Principal, the PS Developer, the D&C Contractor and the relevant Interface Contractor substantially in the form of either Schedule A22 (*Operator Cooperation and Integration Deed*) or Schedule A23 (*LW Contractor Cooperation and Integration Deed*) (as directed by the Principal) in each case subject to any amendments required to reflect party details, appropriate clause cross-references and other similar changes.

**Interface Work** means any activities undertaken by an Interface Contractor which interface with or affect, or are affected by, the carrying out of the OSD Works.

**Investor Side Deed** means a deed to be entered into between the Principal, the PS Developer and the Investor substantially in the form of Schedule E9 (*Investor Side Deed*), subject to any amendments under clause 35.2 (*Negotiating terms of the Side Deeds and Ancillary Finance Documents*).

**IPR Claim** means a Claim that the rights, including IPRs or Moral Rights, of or duties owed to any person are infringed or alleged to be infringed by the PS Developer or any person engaged by or through the PS Developer in connection with this deed.

**Key Plant and Equipment** means the key plant and equipment required for the construction of the OSD referred to in item 17 of the Reference Schedule.

**Key Plant and Equipment Manufacturing Country** means those countries referred to in item 18 of the Reference Schedule, being the principal countries where the PS Developer or its Associates is manufacturing the Key Plant and Equipment.

**Law** means:

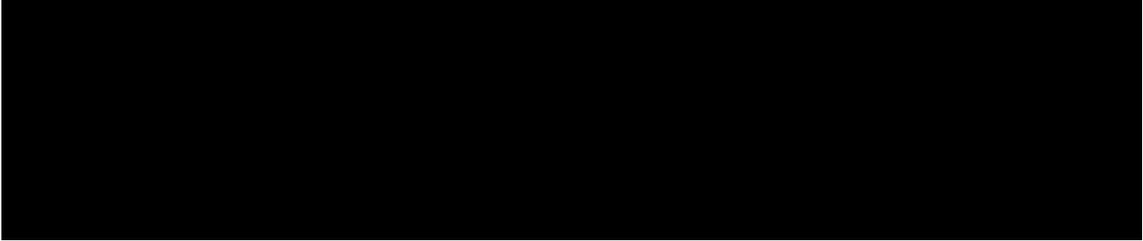
- (a) Commonwealth, New South Wales or local government legislation, including regulations, by-laws and other subordinate legislation;
- (b) principles of law or equity established by decisions of courts; and
- (c) Approvals (including any condition or requirement under them).

**Liability** includes any liability of any kind whether for debt, cost (including legal costs, deductibles or increased premiums), expense, loss, damage, compensation or charge and includes any claim relating to Delay Costs, for payment of money, for an extension of time, or for a reduction of the PS Developer's obligations or the Principal's rights and whether:

- (a) liquidated or not;
- (b) arising from or in connection with any obligation (whether as a principal obligation, a surety or an indemnity);
- (c) legal or equitable, and whether arising under or for breach of contract, in tort (including negligence), restitution or at Law;
- (d) present, prospective or contingent;
- (e) owed, incurred or imposed by or to or on account of or for the account of any person alone or severally or jointly with another or others;
- (f) under, arising out of, or in any way in connection with, this deed, including any Direction of the Principal's Representative;
- (g) arising out of, or in any way in connection with the OSD Works or the carrying out of the OSD Works or either party's conduct before or after the date of this deed; and
- (h) otherwise at Law including:
  - (i) by statute;
  - (ii) in tort for negligence or otherwise, including negligent misrepresentation; and
  - (iii) for restitution (as a result of unjust enrichment or otherwise).

**Licence Fee** means the amount set out in item 15 of the Reference Schedule.

**Loss** means any Cost, expense, loss, damage, Liability, fine, penalty or other amount whether direct, indirect, consequential, present, future, fixed, unascertained, actual or contingent and, for the avoidance of doubt, includes Consequential Loss.



**LRS** means Land Registry Services.

**LW Contract** means a contract between the Principal and the LW Contractor for the provision of the LW Works.

**LW Contractor** means any entity that is engaged by the Principal to carry out the LW Works.

**LW Works** means all things, works and materials (including all systems and software incorporated in, or necessary to enable their operation) that the LW Contractor must, in accordance with the LW Contract, design, construct, manufacture, install, test and commission for the purposes of completing Sydney Metro City & Southwest, including tunnel ventilation, track, tunnel services (including drainage, lighting, fire systems and low voltage power supplies), combined services cable brackets, high voltage power supply, overhead line and traction supply and stabling facilities.



**Master Interface Protocols Deed Poll** has the meaning given in the Station Delivery Deed.

**Material** means material in any form (whether visible or not) including documents, recordings on disc or any other form of storage, reports, information, data and includes all releases, updates and amendments to the original material.



**Milestone Date** means each of the following:

- (a) the Date for Detailed SSD Application Lodgement; and
- (b) the Date for Completion.

**Modification** has the meaning given in clause 1.1 of Schedule A7 (*Modification Procedure*).

**Modification Order** has the meaning given in clause 1.1 of Schedule A7 (*Modification Procedure*).

**Modification Procedure** means the procedure for Modifications set out in Schedule A7 (*Modification Procedure*).

**Modification Proposal** means a proposal submitted by the PS Developer under clause 2.2(c) of Schedule A7 (*Modification Procedure*).

**Modification Proposal Request** means a notice titled "Modification Proposal Request" issued by the Principal under clause 2.2(a), clause 2.2(b1) or clause 2.2(b) of Schedule A7 (*Modification Procedure*).

**Modified Concept SSD Consent** means any Concept SSD Consent which results from a severance of or a modification to the conditions of the Concept SSD Consent as a result of a Third Party Appeal or as a result of an action taken by the Principal in respect of a Third Party Appeal and specifically excludes any conditions arising [REDACTED]

**Modified Concept SSD Consent Condition** means the conditions of a Modified Concept SSD Consent to the extent that they are different to the conditions of the Concept SSD Consent as they were at the date of this deed or the date of determination of the Principal's Modified Concept SSD Consent (as applicable) as a result of a Third Party Appeal and specifically excludes any conditions arising [REDACTED]

**Moral Rights** means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship conferred by the *Copyright Act 1968* (Cth) or any Law outside Australia and rights of a similar nature anywhere in the world, that exists now or in the future.

**Native Title Claim** means any application made pursuant to the *Native Title Act 1993* (Cth) or the *Native Title (New South Wales) Act 1994* (NSW).

**Negotiation Period** has the meaning given in clause 1.1 of Schedule A5 (*Planning Applications and Approvals*).

**NGER Legislation** means the *National Greenhouse and Energy Reporting Act 2007* (Cth) and the regulations and any other legislative instruments under that legislation.

[REDACTED]

**Non-Project Party Liability** means a liability or claim:

- (a) a State Indemnified Party incurs to or from a party who is not:
  - (i) an Associate of the Principal; or
  - (ii) a party to a PS OSD Contract Document, a PS North OSD Contract Document or a PS Station Contract Document; and

- (b) for which the third party can make or could have made a bona fide claim in respect of which it has a cause of action at Law, or under contract with the PS Developer or any of its Associates, directly against the PS Developer.

**North Site** has the meaning given in the Station Delivery Deed.

**North Station Lot** has the meaning given in the Station Delivery Deed.

**Notice of Issue** has the meaning given in Schedule A8 (*Dispute Procedure*).

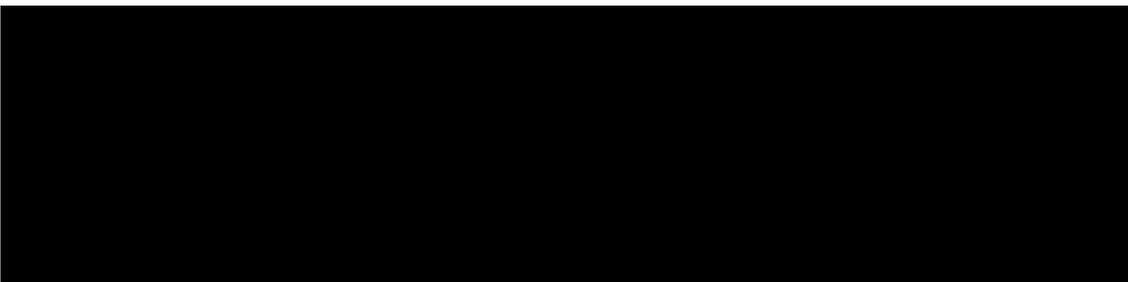


**Notional Stamp Duty Amount** means the amount calculated on the duty that would have been payable in accordance with the Duties Act, on:



**NSW Trains** means the corporation by that name constituted by section 37(1) of the Transport Administration Act.

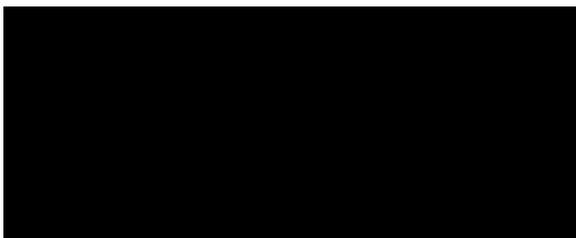
**Occupation Certificate** means a certificate referred to in section 6.9(1)(a) of the EP&A Act.



**Operator** means:

- (a) the TSOM Contractor; or
- (b) any other entity that the Principal engages to operate and, if required by the Principal, maintain Sydney Metro City & Southwest or any part of it.

**Operator Cooperation and Integration Deed** means a deed to be entered into between the Principal, the PS Developer, the D&C Contractor and the Operator substantially in the form of Schedule A22 (*Operator Cooperation and Integration Deed*).



**Original Concept SSD Consent** means consent number 17\_8876 granted on 25 June 2019, in accordance with Part 4 of the EP&A Act.

**Over Station Development or OSD** means the development in the Residential Lot, to be procured in accordance with this deed.

**OSD Design Documentation** means all Design Documentation submitted or required to be submitted by the PS Developer pursuant to clause 4.4 (*OSD Design Documentation*).

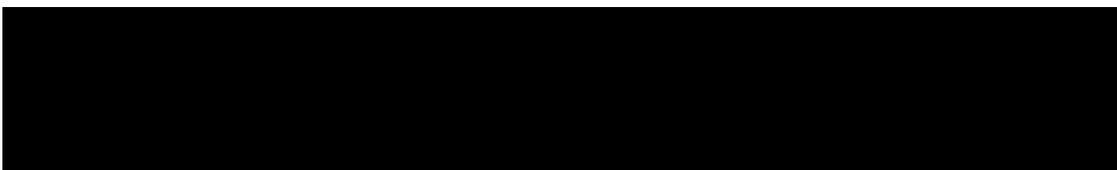
**OSD Design Parameters** means the elements of the PS Developer's Tender Design and other matters in respect of the OSD Works as set out in or described in Schedule C1 (*OSD Design Parameters*) (as updated in accordance with clause 4.11 and clause 4.12), except to the extent waived by the Principal under clause 2.4(a) of Schedule A5 (*Planning Applications and Approvals*).

**OSD Enabling Works (South)** has the meaning given in the Station Delivery Deed, to the extent those works relate to the OSD or the South Site.

**OSD Enabling Works Primary Structure (South)** means that part of the OSD Enabling Works shown in red in the drawings contained in Schedule A29 (*OSD Enabling Works Primary Structure*).

**OSD Lift Core** means that part of the OSD Works shown or described as the "OSD Lift Core" in the "Project Drawings" contained in Schedule C3 (*PS Developer's Tender Design*).

**OSD Payment** means the amount set out in item 1 of the Payment Schedule.



**OSD PDA (North) Incident** has the meaning given to the term "Incident" in the OSD PDA (North OSD).

**OSD PDA (North OSD)** means the deed titled "Pitt Street Integrated Station Development – Over Station Development Project Delivery Agreement (North OSD)" entered into between the Principal and the PS North Developer on or about the date of this deed.

**OSD Project** means:

- (a) the investigation, financing, planning, design, construction and completion of the OSD by or procured by the PS Developer; and
- (b) the performance, carrying out, exercise or provision of the obligations and rights of the PS Developer under and in accordance with this deed.

**OSD Works** means all works and activities required to be performed or carried out by the PS Developer or procured by the PS Developer to complete the OSD as required by this deed.

**OSD Works (North)** means all works and activities required to be performed or carried out by the PS North Developer or procured by the PS North Developer to complete the North OSD as required by the OSD PDA (North OSD).

**Other Contractor** means any contractor, consultant, artist, tradesperson or other person engaged by the Principal or others to do work on or about the Construction Site or the Station Construction Site, other than the PS Developer and the PS Contractor and their subcontractors of any tier.

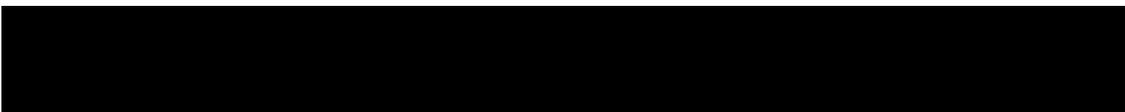
**Outgoings** means all amounts of any kind whatsoever assessed, incurred or levied on land, including:

- (a) Rates, Taxes and other charges imposed by any Authority;
- (b) Costs for Utility Services and upgrading those Utility Services to comply with any Law; and
- (c) any other Costs necessarily incurred because of ownership of land.

**Over Station Development (North) or OSD (North)** has the meaning given to the term "OSD" in the OSD PDA (North OSD).

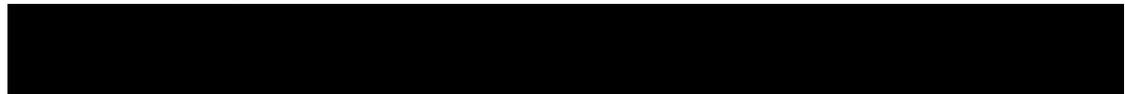
**Payment Schedule** means Schedule E1 (*Payment Schedule*).

**PDA Default** has the meaning given in the D&C Side Deed.



**PDCS** means the Principal's web based TeamBinder project data and collaboration system including any of its functionalities as required by the Principal, or such other electronic project data and collaboration system notified by the Principal's Representative under clause 39(b) (*Notices*).

**Permitted Change in Ownership** means a change in ownership of the PS Developer



**PHSMP** means the document referred to as the "Sydney Metro Project Health and Safety Management Plan (SM PS-ST-221)", which is included in electronic form in Schedule F1 (*Electronic Files*).

**Pitt Street OSD Objectives** means the objectives set out in clause 1.2 of Schedule A3 (*Objectives*).

**Pitt Street Station** has the meaning given in the Station Delivery Deed.

**Pitt Street Station (South)** means that part of the Pitt Street Station that will be constructed within the Station Construction Site (South).

**Pollution** has the meaning given in the *Protection of the Environment Operations Act 1997* (NSW).

**Portion** has the meaning given in the Station Delivery Deed.

**Portion 2** means the Portion identified as "Portion 2" in the Station Delivery Deed.

**PPS Act** means the *Personal Property Securities Act 2009* (Cth) and the *Personal Property Securities Regulations 2010* (Cth).

**Principal Approvals** means the Original Concept SSD Consent, the Principal's Modified Concept SSD Consent (if such consent is granted) and the CSSI Approval, but excludes the PS Developer Approvals.

**Principal PS OSD Contract Document** means any PS OSD Contract Document to which the Principal is a party.

**Principal's Insurances** means a policy or the policies of insurance which the Principal has obtained or is required to obtain under clause 29.2(a) (*Principal's insurance*).

**Principal's Land** means each of the parcels of land referred to in item 14 of the Reference Schedule.

**Principal's Modified Concept SSD Application** means an Application to the Consent Authority for a modification to the Original Concept SSD Consent to:

(a) amend Condition A24(e)(i) of Schedule 2 of the Original Concept SSD Consent to correct the reference to "Condition A17" to "Condition A18"; and

(b)

**Principal's Modified Concept SSD Consent** means a consent granted in respect of the Principal's Modified Concept SSD Application in accordance with Part 4 of the EP&A Act.

**Principal PUCC Notice** has the meaning given in clause 3.3(b) of Schedule A5 (*Planning Applications and Approvals*).

**Principal's Representative** means the person referred to in item 7 of the Reference Schedule or, subject to clause 8.2(c), any person appointed by the Principal as a replacement from time to time, as notified by the Principal to the PS Developer.

**Principal's Vision Statement** means the statement set out in clause 1.3 of Schedule A3 (*Objectives*).

**Principal Unacceptable Consent Condition** means a condition of any Approval which would:

(a) result in the PS Developer being unable to comply with the OSD Design Parameters; or

(b) [REDACTED]  
other than an Unexpected Consent Condition.

**Progress Report** means each progress report to be submitted by the PS Developer under clause 8.10(a) (*Reports on progress and information*).

**Project Control Group** means the group established in accordance with clause 1 of Schedule B1 (*Governance Groups*).

**Project Health and Safety Management Plan** means the Project Plan of that name.

**Project Plan Requirements** means the requirements set out in Schedule A13 (*Project Plan Requirements*).

**Project Plans** means the plans listed in Schedule A13 (*Project Plan Requirements*), including all subsidiary plans and supporting documents and information, as updated from time to time in accordance with the Project Plan Requirements.

**Project Values** means the values that will guide the delivery of Sydney Metro City & Southwest, being safety and wellbeing, collaboration, integrity, innovation, excellence and achievement.

**PS Contractor** means the entity referred to in item 2 of the Reference Schedule.

**PS Contractor's Activities** has the meaning given in the Station Delivery Deed.

**PS Contractor's Associates** means each person referred to in paragraph (b) of the definition of "Associates" in the Station Delivery Deed.

**PS Developer** has the meaning given on the first page of this deed.

**PS Developer Application** means each of the following:

- (a) if applicable, an Application for modification to a Concept SSD Consent to reflect the PS Developer's Tender Design; and
- (b) a Detailed SSD Application.

**PS Developer Application Design Documentation** means each of the following:

- (a) [REDACTED]
- (b) each Detailed SSD Application Design Documentation.

**PS Developer Approval** means each consent granted in respect of a PS Developer Application in accordance with Part 4 of the EP&A Act, and any modification to it.

**PS Developer Guarantor** means the entity referred to in item 4 of the Reference Schedule.

**PS Developer Payments** means the OSD Payment.

**PS Developer's ESD Consultant** means a suitably qualified consultant appointed by the PS Developer who:

- (a) is accredited by the relevant ratings agency; and
- (b) has no less than 5 years of relevant experience,

for the purposes of providing a certification under clause 6.9 (*Sustainability Requirements*).

**PS Developer's Fitout Works** means fitout works carried out or to be carried out on or in the OSD [REDACTED]

**PS Developer's Initial Program** means the initial detailed program for the design and construction of the OSD Works as contained in Schedule A12 (*PS Developer's Initial Program*).

**PS Developer's Program** means the detailed program for the design and construction of the OSD Works, as updated from time to time in accordance with Schedule A11 (*Progress Reports*).

**PS Developer's Representative** means the person referred to in item 8 of the Reference Schedule or, subject to clause 8.3(d), any person appointed by the PS Developer as its replacement representative from time to time, as notified by the PS Developer to the Principal in writing.

**PS Developer's Tender Design** means the design prepared by the PS Developer as part of its Tender and set out in Schedule C3 (*PS Developer's Tender Design*).

**PS Developer Termination Event** means any event specified in clause 31.4 (*PS Developer Termination Events*).

[REDACTED]

**PS North Developer** means the entity referred to in item 3 of the Reference Schedule.

**PS North Developer's Associates** means each person referred to in paragraph (b) of the definition of "Associates" in the OSD PDA (North OSD).

**PS North OSD Contract Documents** has the meaning given to the term "PS OSD Contract Documents" in the OSD PDA (North OSD).

**PS OSD Contract Documents** means:

- (a) this deed;
- (b) the Delivery Guarantee;
- (c) [REDACTED]
- (d) the D&C Contract;
- (e) the D&C Side Deed;
- (f) any Significant Subcontractor Direct Deed;
- (g) each Financier's Side Deed;
- (h) each Investor Side Deed;
- (i) [REDACTED]
- (j) each Cooperation and Integration Deed;
- (k) the Master Interface Protocols Deed Poll;

- (l) the IDAR Panel Agreement;
- (m) the Residential Sale Contract;
- (n) the Residential Call Option Deed;
- (o) any deed appointing an Approved Engineer;
- (p) any deed appointing the Residential Surveyor; and
- (q) any document which the Principal and the PS Developer acknowledge in writing to be a PS OSD Contract Document,

but does not include the PS Station Contract Documents or the PS North OSD Contract Documents.

**PS Station Contract Documents** has the meaning given in the Station Delivery Deed.

**Public Transport Agency** means the Principal, TfNSW (and each of its divisions), RailCorp, Sydney Trains and NSW Trains.

**Quarter End** means the last day of each 3 month period ending 31 March, 30 June, 30 September or 31 December.

**RailCorp** means Rail Corporation New South Wales, a corporation constituted by section 4(1) of the Transport Administration Act.

**Rail Infrastructure** means all railway track, railway stations, civil works, associated track structures, over track structures, signalling systems, train control systems, communication systems, equipment, nodes, conduits, ducting, cable, cable support structures and other plant, equipment, buildings or facilities owned, leased or used by the Principal in respect of Sydney Metro City & Southwest.

**Rail Safety National Law** means the *Rail Safety National Law (NSW)*, as defined in the *Rail Safety (Adoption of National Law) Act 2012 (NSW)*, and any associated regulations.

**Rail Safety Regulations** means the regulations made under the Rail Safety National Law or the *Rail Safety (Adoption of National Law) Act 2012 (NSW)*.

**Railway Operations** has the meaning given to that term in the Rail Safety National Law.

**Rates** means rates, land taxes, assessments and other charges (including charges for consumption and garbage and waste removal) imposed by any Authority, in respect of land together with any interest, fines and penalties in connection with them.

**Record** has the meaning given in clause 15.1(a) (*Records*).

**Reference Schedule** means Schedule A1 (*Reference Schedule*).

**Related Entity** of a corporation means:

- (a) a related body corporate of that corporation within the meaning of section 50 of the Corporations Act; and

- (b) a unit trust in relation to which that corporation directly or indirectly:
  - (i) controls the right to appoint the trustee;
  - (ii) is in a position to control the casting of, more than one half of the maximum number of votes that might be cast at a meeting of holders of units in the trust; or
  - (iii) holds or is in a position to control the disposal of more than one half of the issued units of the trust (excluding any of the issued units that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

**Relevant Plans and Specifications** means, at any relevant time:

- (a) the Final Plans and Specifications;
- (b) if the Final Plans and Specifications are yet to be finalised pursuant to clause 2 of Schedule A9 (*Design Development Procedure*), the Detailed SSD Application Design Documentation approved as part of the Detailed SSD Consent;
- (c) if the Final Plans and Specifications and the Detailed SSD Application Design Documentation are yet to be finalised pursuant to the processes in clause 1 and clause 2 of Schedule A9 (*Design Development Procedure*) [REDACTED]  
[REDACTED]; or
- (d) if the Final Plans and Specifications, Detailed SSD Application Design Documentation and, [REDACTED]  
[REDACTED] are yet to be finalised pursuant to the processes in clause 1 and clause 2 of Schedule A9 (*Design Development Procedure*), the PS Developer's Tender Design.

[REDACTED]

[REDACTED]

**Remedy** means, in respect of an Event of Default, to remedy or cure the Event of Default or otherwise overcome the consequences of the Event of Default.

**Remedy Plan** has the meaning given in clause 31.2(b).

[REDACTED]

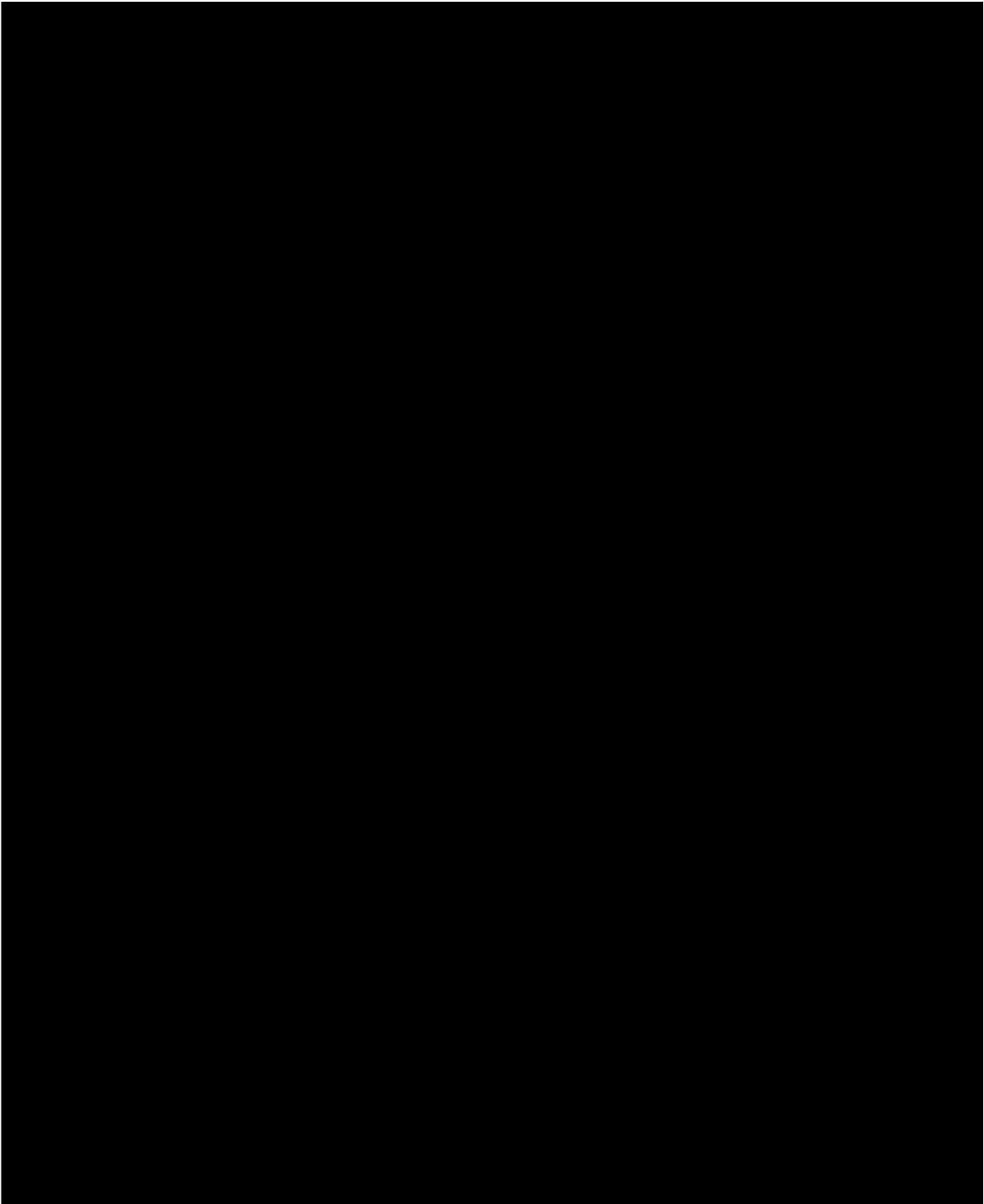
[REDACTED]

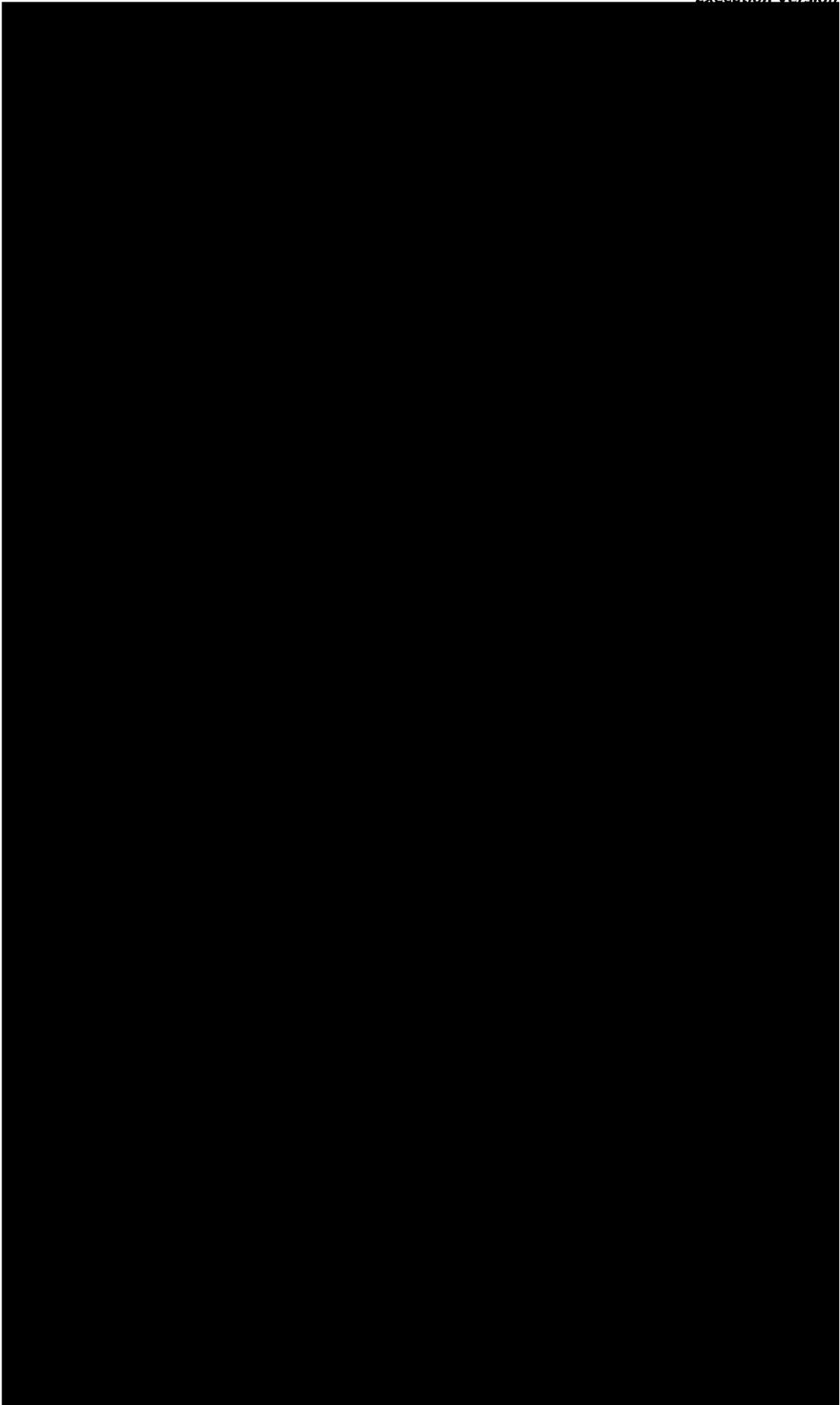
**Residential Call Option Deed** means the call option deed between the Principal, the PS Developer and the Residential Purchaser in respect of the Residential Lot, in the form of Schedule D5 (*Form of Residential Call Option Deed*) and entered into in accordance with Schedule D3 (*Transfer of title*).

**Residential Lot** means the stratum lot limited in depth and limited in height indicatively shown as Lot 2 in the Draft South Subdivision Plan which will be created by way of Subdivision pursuant to the Station Delivery Deed in which the completed OSD (and any ancillary retail areas) will sit.

**Residential OSD Works** means any part of the OSD Works which are Home Building Works.

**Residential OSD Works Requirements** means the works comply with the applicable requirements of:







**Residential Purchaser** means the entity or person notified by the PS Developer to the Principal in writing as the grantee under the Residential Call Option Deed in accordance with clause 1.1(a) of Schedule D3 (*Transfer of title*).

**Residential Sale Contract** means the contract for the sale of the Residential Lot between the Principal as vendor, the PS Developer and the Residential Purchaser as purchaser, in the form required pursuant to Schedule D3 (*Transfer of title*) and annexed to the Residential Call Option Deed.

**Residential Surveyor** means the person engaged from time to time by the PS Developer in accordance with clause 8.6 (*Approved Engineer and Residential Surveyor*) to perform the role set out in clause 8.6(c)(ii).

**Residential Surveyor's Certificate (Pre-Commencement)** means a certificate issued by the Residential Surveyor under clause 8.6(c)(ii) (*Approved Engineer and Residential Surveyor*), in the form set out in Schedule B12 (*Residential Surveyor's Certificate (Pre-Commencement)*) and in accordance with any requirements under clause 8.6 (*Approved Engineer and Residential Surveyor*).

**Resolution Institute** means the Resolution Institute Australia.

**Revenue NSW** means the division of that name within the New South Wales Department of Finance, Services and Innovation.

**SDD Incident** has the meaning given to the term "Incident" in the Station Delivery Deed.

**SDD Modification** has the meaning given to the term "Modification" in Schedule A8 (*Modification Procedure*) of the Station Delivery Deed.

**SDD Modification (OSD Enabling Works)** means an SDD Modification that has a direct impact on the OSD Enabling Works (South) or on the OSD Enabling Works Primary Structure (South), but excluding any SDD Modification that results in a Corresponding Modification being ordered by the Principal under Schedule A7 (*Modification Procedure*).

**Security Interest** means any mortgage, charge, pledge, lien, encumbrance, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person or any interest in relation to personal property provided for by a transaction that in substance secures payment or performance of an obligation or otherwise would be considered to be a "security interest" under section 12(1) of the PPS Act.

**Significant Subcontract** means each of the following:

- (a) the D&C Contract; and

- (b) any other contract that the parties agree in writing from time to time is a Significant Subcontract.

**Significant Subcontractor** means a party (other than the PS Developer) to a Significant Subcontract.

**Significant Subcontractor Direct Deed** means a deed between the Principal, the PS Developer and any Significant Subcontractor.

**Site Access Date** means, in respect of a part of the Construction Site, the date specified as the "Site Access Date" for that part of the Construction Site in the Site Access Schedule.

**Site Access Schedule** means Schedule D1 (*Site Access Schedule*).

**Site Conditions** are any physical conditions and characteristics of, on, above, below or over the surface, or in the vicinity, of the Construction Site or its surroundings including:

- (a) Artefacts and any other natural and artificial conditions;
- (b) physical and structural conditions, including old footings, underground structures, buildings, improvements, partially completed structures and in-ground works;
- (c) the OSD Enabling Works (South);
- (d) all improvements, including any artificial things, foundations, retaining walls and other structures installed by or on behalf of the Principal or others;
- (e) surface water, ground water, ground water hydrology and the effects of any dewatering;
- (f) any Contamination, Hazardous Chemical or other spoil or waste;
- (g) topography of the Construction Site, ground surface conditions and geology, including rock and sub-surface conditions or other materials encountered at the Construction Site;
- (h) geological, geotechnical and subsurface conditions or characteristics;
- (i) any underground strata;
- (j) all Utility Services, systems and facilities, above or below ground level and all facilities with which such Utility Services and systems are connected;
- (k) the Environment, water, weather or climatic conditions, or the effects of the Environment, water, weather or climatic conditions, including rain, surface water runoff and drainage, water seepage, wind-blown dust and sand, seasons and physical conditions that are a consequence of weather or climatic conditions;
- (l) any adjoining property; and
- (m) any latent conditions.

**South Airspace Lot** has the meaning given in the Station Delivery Deed.

**South Residual Lot** has the meaning given in the Station Delivery Deed.

**South Retail** means:

- (a) the retail tenancy on [REDACTED] and [REDACTED]
- (b) the retail tenancy on [REDACTED]

with such drawings included in electronic form in Schedule F1 (*Electronic Files*).

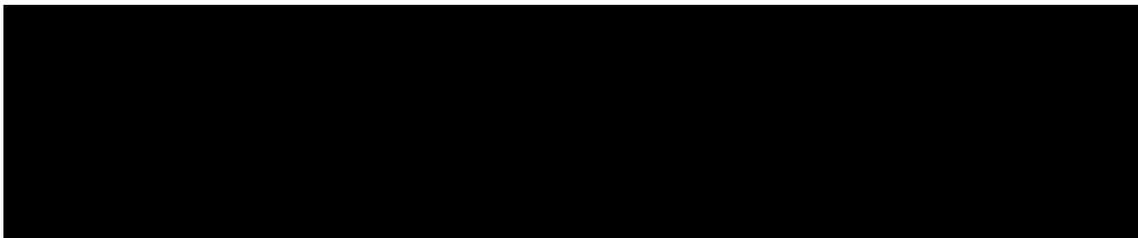
**South Site** has the meaning given in the Station Delivery Deed.

**South Station Lot** has the meaning given in the Station Delivery Deed.

**State** means the Crown in right of the State of New South Wales.

**State Indemnified Party** means:

- (a) the Principal;



**Station Construction Site** has the meaning given to the term "Construction Site" in the Station Delivery Deed.

**Station Construction Site (North)** means the land and other places identified in item 1 of section 3 of Schedule D1 (*Site Access Schedule*) of the Station Delivery Deed.

**Station Construction Site (South)** means the land and other places identified in item 2 of section 3 of Schedule D1 (*Site Access Schedule*) of the Station Delivery Deed.

**Station Date of Completion** has the meaning given to the term "Date of Completion" in the Station Delivery Deed in respect of Portion 2.

**Station Delivery Deed** means the deed titled "Pitt Street Integrated Station Development - Station Delivery Deed (Contract No: 506)" between the Principal and the PS Contractor dated on or about the date of this deed.

**Station GFA Baseline Amount** means an amount of [REDACTED] square metres.

**Station GFA Spaces** means the following rooms and functional spaces located in the Pitt Street Station (South) but excluding Vertical Transportation, vertical transportation landings, Back of House Rooms (other than those listed below) and Back of House Corridors:

Room Name and Room Code	Level	GFA
Staff Toilet (1008)	Ground Level	[REDACTED]
Unpaid Concourse (1013)		
Paid Concourse (1014)		
Paid Concourse (1014)	Basement Level 01 Mezzanine	[REDACTED]

Staff Toilet (1008) Paid Concourse (1014)	Platform Basement Level 04	████████
Total		████████

**Station Lots** means each of the North Station Lot, the South Station Lot and the Connecting Station Site.

**Station Project Works** has the meaning given to the term "Project Works" in the Station Delivery Deed.

**Step-in Event** means each of the following:

- (a) a PS Developer Termination Event; and
- (b) an event or circumstance which arises out of or in connection with the OSD Works that poses a serious threat to, or causes or will cause material damage or material disruption to:
  - (i) the health or safety of persons;
  - (ii) the Environment;
  - (iii) any property; or
  - (iv) the safe and secure performance of the OSD Works.

**Subcontract** means an agreement for supply of goods or services (including professional services and plant hire) or both and includes the D&C Contract.

**Subcontractor** means:

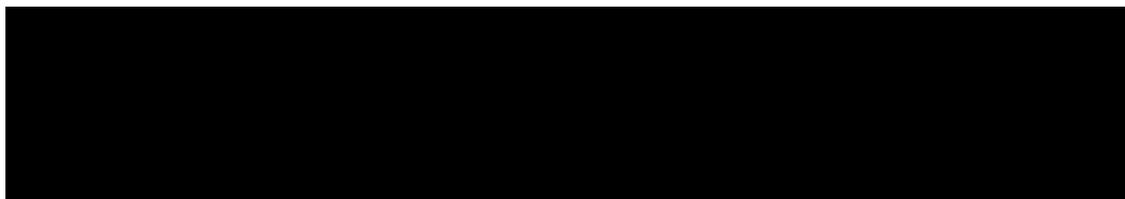
- (a) for the purposes of clause 33.1(c) (*Confidentiality*), any person who enters into a contract in connection with the carrying out of the OSD Works with the PS Developer; and
- (b) otherwise, any person who enters into a contract in connection with the carrying out of the OSD Works with the PS Developer or whose subcontract is in connection with the carrying out of the OSD Works and is in a chain of contracts where the ultimate contract is with the PS Developer.

**Subdivide and Subdivision** have the meaning given in the Station Delivery Deed.

**Subdivision Documents** has the meaning given in the Station Delivery Deed.

**Subdivision Land** has the meaning given in the Station Delivery Deed.

**Substantially Commenced or Substantial Commencement** means when:



**Suspension Works** means the scope of works set out in Schedule C5 (*Suspension Works*).

**Sustainability Certificate** means:

- (a) a certificate issued by the PS Developer's ESD Consultant confirming that the OSD Works have been designed and constructed so as to be capable of satisfying the Sustainability Requirements; and
- (b) copies of those certificates set out in Schedule A15 (*Sustainability Requirements*) that are, in accordance with column "C" of the table in Schedule A15 (*Sustainability Requirements*), required to be provided on or before Completion.

**Sustainability Requirements** means the requirements set out in columns "A" and "B" of Schedule A15 (*Sustainability Requirements*).

**SWTC** means the Scope of Works and Technical Criteria contained in Schedule C1 (*Scope of Works and Technical Criteria*) of the Station Delivery Deed.

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

**Sydney Metro** means Sydney Metro, a NSW government agency constituted by section 38 of the Transport Administration Act.

**Sydney Metro City & Southwest** means the construction, maintenance and operation of the railway line from Chatswood to Bankstown, including:

- (a) the upgrade and conversion of the existing Bankstown line to metro standard, the stabling yard and maintenance depot at Marrickville, stations, tunnels, viaduct, bridges, earthworks, landscaping, equipment, systems, trackwork and support structures, rolling stock and ancillary infrastructure; and
- (b) the integration of Sydney Metro Northwest to form a single end to end metro system from Cudgegong Road to Bankstown.

**Sydney Metro City & Southwest Strategic Objectives** means the objectives set out in clause 1.1 of Schedule A3 (*Objectives*).

**Sydney Metro Northwest** means the railway line from Chatswood to Cudgegong Road, including the stabling yard and maintenance depot at Tallawong Road, the stations, tunnels, viaducts, bridges, earthworks, landscaping, equipment, systems, trackwork and support structures, rolling stock and ancillary infrastructure.

**Sydney Metro Principal Contractor Health and Safety Standard** means the document referred to as the "Sydney Metro Principal Contractor Health and Safety Standard (SM-PS-ST-221)", which is included in electronic form in Schedule F1 (*Electronic Files*).

**Sydney Trains** means the corporation by that name constituted by section 36(1) of the Transport Administration Act.

**Taxes** means taxes, levies, imposts, deductions, charges and duties (including stamp and transaction duties) together with any related interest, penalties, fines and expenses in connection with them.

**Tender** means the PS Developer's response to the request for tenders titled "Response to the request for tender for the delivery of the Pitt Street Integrated Station Development Contract Number: 506" [REDACTED] as amended.

**Termination Payment** means an amount payable under and calculated in accordance with Schedule E2 (*Termination Payment Schedule*).

**Termination Payment Schedule** means Schedule E2 (*Termination Payment Schedule*).

**Third Party Appeal** means legal proceedings that have been commenced in the period allowed under the EP&A Act (including any further appeals to other courts) by a person other than the Principal, the PS Developer or the PS Developer's Associates in relation to:

- (a) the granting of the Original Concept SSD Consent; or
- (b) the granting of the Principal's Modified Concept SSD Consent.

**Third Party Appeals Action** means:

- (a) lodge a new (and amended) Application for consent in respect of the Concept SSD with the Consent Authority in accordance with Part 4 of the EP&A Act;
- (b) lodge an Application for a modification to the Concept SSD Consent; or
- (c) take whatever action necessary to object to the Third Party Appeal.

**Threatened Species** means a threatened species, population or ecological community or the habitat of a threatened species, population or ecological community as regulated by the *Threatened Species Conservation Act 1995 (NSW)*, the *National Parks and Wildlife Act 1974 (NSW)* or the *Environment Protection and Biodiversity Conservation Act 1999 (Cth)*.

**Threatened Species Claim** means a claim made or legal proceedings commenced in connection with the existence of a Threatened Species.

**Transfer Level** has the meaning given in Appendix A1 of the SWTC.

**Transport Administration Act** means the *Transport Administration Act 1988 (NSW)*.

**Transport Assets** has the meaning assigned to it in the ASA Charter.

**Transport for NSW or TfNSW** means Transport for NSW, a NSW government agency constituted by section 3C of the Transport Administration Act.

**TSE Contractor** means John Holland Pty Ltd ABN 11 004 282 268, CPB Contractors Pty Ltd ABN 98 000 893 667 and Ghella Pty Ltd ABN 85 142 392 461.

**TSOM Contract** means a contract between the Principal and the TSOM Contractor for the provision of the TSOM Works and, if required by the Principal, the operation and maintenance of Sydney Metro City & Southwest.

**TSOM Contractor** means any entity that is engaged by the Principal to carry out the TSOM Works and, if required by the Principal, the operation and maintenance of Sydney Metro City & Southwest.

**TSOM Works** means all things, works and materials (including all systems and software incorporated in, or necessary to enable their operation) that the TSOM Contractor must, in accordance with the TSOM Contract, design, construct, manufacture, install, test and commission for the purposes of completing the Sydney Metro City & Southwest, including equipment, systems (including all information, systems, central control systems and communications systems), hardware and software, rolling stock, platform screen doors and control centre.

**Unexpected Consent Condition** means a consent condition in an Approval granted in respect of a PS Developer Application that:

- (a) has not arisen in response to a particular element of the design of the OSD Works contemplated in, or any other aspect of, a PS Developer Application; and
- (b) [REDACTED]

**Unrestricted Modification** has the meaning given in clause 3.2 of Schedule A7 (*Modification Procedure*).

**Updated PS Developer's Program** has the meaning given in clause 3.1(e) of Schedule A11 (*Progress Reports*).

**Utility Service** means any service utility, service facility or item of public or private infrastructure, including for the provision or measurement of water, electricity, gas, fuel, telephone, drainage, stormwater, sewerage, industrial waste disposal and electronic communications service (including power, electricity, gas, water, sewerage and telecommunications and all pipes, wires, cables, ducts and other conduits in connection with them).

**Utility Service Works** means the construction, modification, or relocation of Utility Services to be designed and constructed by the PS Developer and handed over to an Authority or any other person.

[REDACTED]

[REDACTED]

**WHS Legislation** means:

- (a) the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW); and
- (b) any legislation in other states and territories of Australia addressing work health and safety which applies to the OSD Works.

**Wilful Misconduct** means an act or failure to act by a party or its Associates that was intended to cause, or was in reckless disregard of or wanton indifference to, harmful consequences, excluding any innocent act, omission, mistake or error of judgement.

**SCHEDULE A3. – OBJECTIVES**

(Clause 2.1 and Schedule A2)

**1. STRATEGIC OBJECTIVES**

**1.1 Sydney Metro City & Southwest Strategic Objectives**

The parties acknowledge that Pitt Street Station will form part of Sydney Metro City & Southwest and that the Sydney Metro City & Southwest Strategic Objectives are to:

- (a) improve the quality of the transport experience for Customers;
- (b) serve and stimulate urban development;
- (c) implement a feasible solution recognising impacts, constraints and delivery risk; and
- (d) deliver an enduring and sustainable legacy for Sydney.

**1.2 Pitt Street OSD Objectives**

The Principal's Pitt Street OSD Objectives are to:

- (a) complete Pitt Street Station so as to enable Sydney Metro City & Southwest to commence operation, with the OSD substantially or fully complete at the time Sydney Metro City & Southwest commences operation;
- (b) maximise the city building opportunities with the OSD, delivering a cohesive, activated and integrated precinct;
- (c) provide a Customer experience with a high quality Pitt Street Station as part of an integrated station and over station development which is safe, easy to use and highly accessible;
- (d) in respect of the OSD, demonstrate excellence in design and environmental sustainability;
- (e) ensure that the OSD Works do not adversely impact on the completion of the Pitt Street Station or adversely impact on the commencement and continued operation of the Sydney Metro City & Southwest and persons using and operating the Pitt Street Station;
- (f) ensure that the OSD is integrated with certain elements of the Pitt Street Station and the South Station Lot and, accordingly, the OSD, including the on-going use and occupation of the OSD, must take into account and not adversely impact on the design, construction, operation and maintenance of Sydney Metro City & Southwest;
- (g) deliver the OSD Works in a collaborative and cooperative manner, including by working closely with the Interface Contractors, to allow the timely and effective delivery of Pitt Street Station and opening of Sydney Metro City & Southwest;
- (h) minimise impacts on the Environment, including but not limited to noise and vibration, air quality, traffic and transport, heritage, waste, water and energy management and embodied environmental impacts;
- (i) maximise opportunities in relation to social sustainability, including workforce development and local procurement; and

- (j) minimise disruption, delay and inconvenience to the affected public, road and public transport users, adjacent businesses, stakeholders and the community during the construction of the OSD Works.

**1.3 Principal's Vision Statement**

The Principal's Vision Statement is "Transforming Sydney with a World Class Metro".

**SCHEDULE A4. – AGREED OSD PROGRAM DATES SCHEDULE**

(Schedule A2)

<b>Item</b>	<b>Defined key date</b>	<b>Date</b>
1.	<b>Date for OSD Payment Instalment 1</b>	[REDACTED]
2.	<b>Date for OSD Payment Instalment 2</b>	[REDACTED]
3.	<b>Date for Completion</b>	[REDACTED]
4.	<b>Date for Detailed SSD Application Lodgement</b>	[REDACTED]

**SCHEDULE A5. – PLANNING APPLICATIONS AND APPROVALS**

(Clauses 7.5, 7.6 and 7.7)

**1. DEFINITIONS**

**1.1 Definitions**

In this Schedule A5:

**Concept SSD Consent Cure Plan** means a plan describing the actions and measures which the Principal will diligently pursue to enable a New Concept SSD Consent to be issued by the Consent Authority.

[REDACTED]

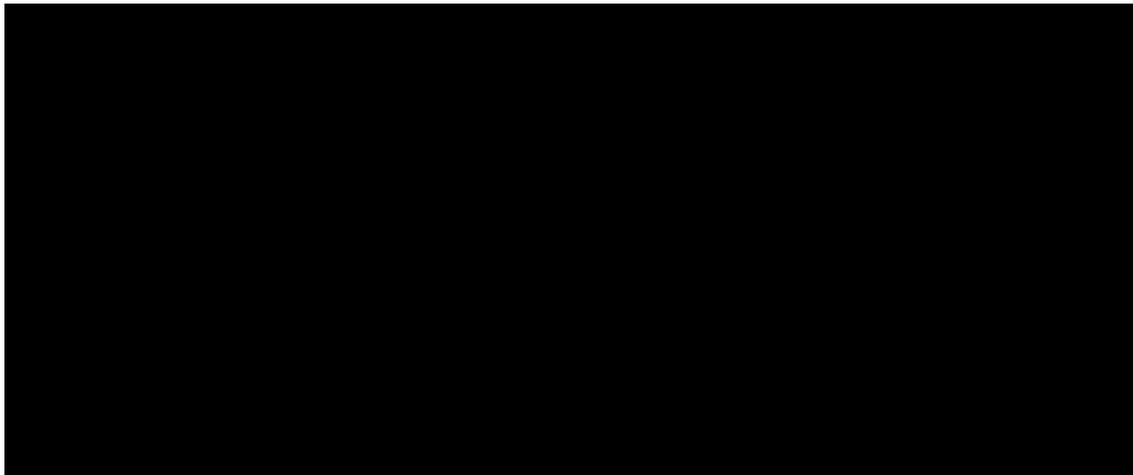
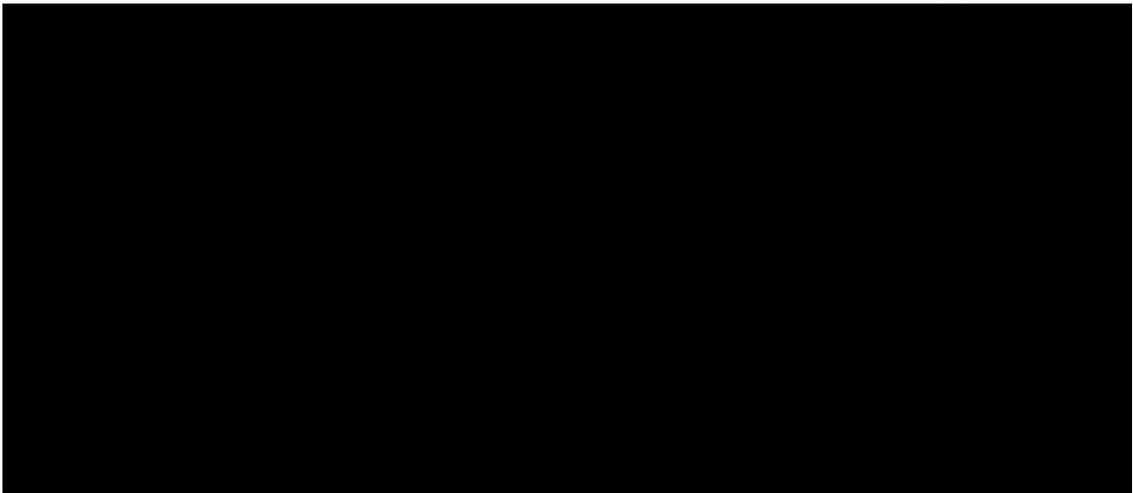
[REDACTED]

**Negotiation Period** means [REDACTED]

**New Concept SSD Consent** means a new development consent in respect of the Concept SSD.

**Principal PUCC Notice** has the meaning given in clause 3.3(b) of this Schedule A5.

[REDACTED]



2. **MODIFIED CONCEPT SSD CONSENT**

2.1 **Principal to provide**

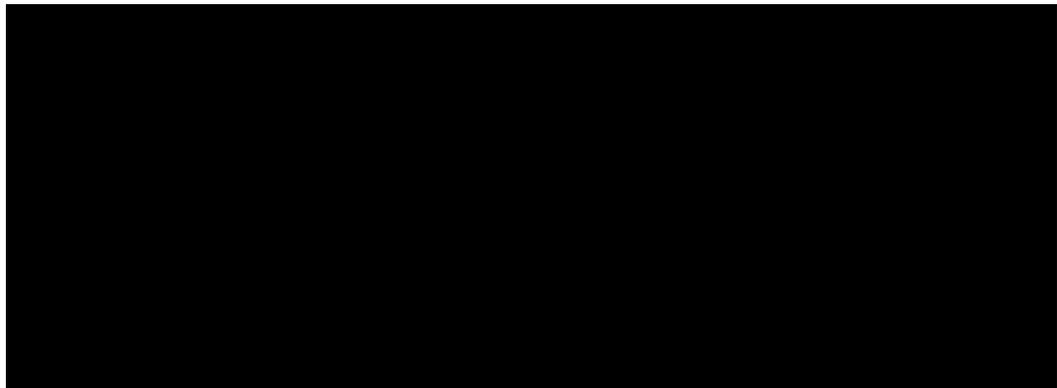
Within 10 Business Days after receiving a Modified Concept SSD Consent, the Principal must provide a copy of the Modified Concept SSD Consent to the PS Developer.

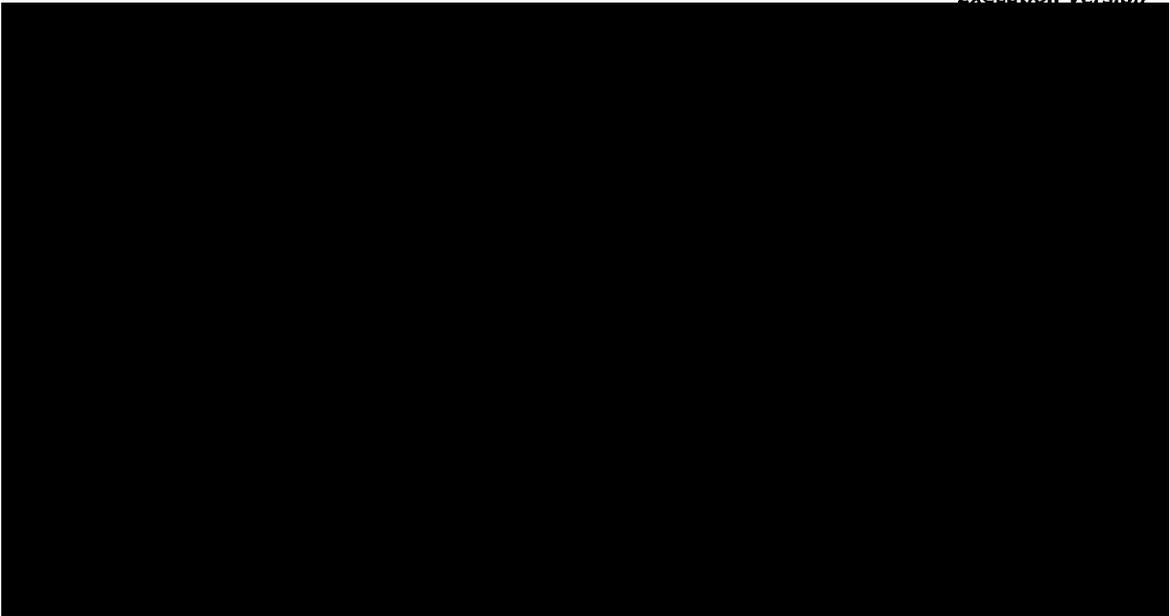
2.2 **Existence of [REDACTED] Principal Unacceptable Consent Conditions**

(a)

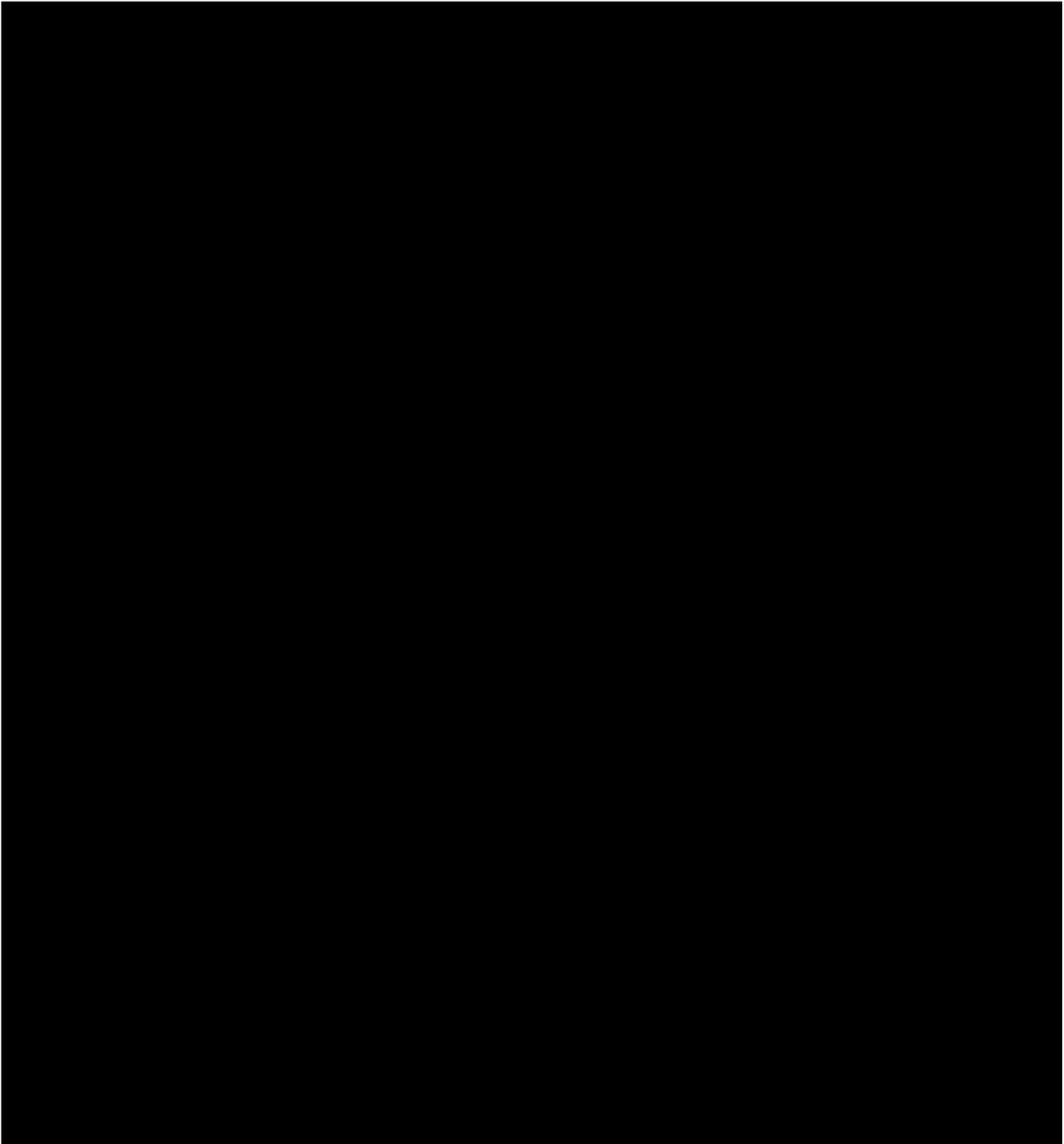
(b)

(c)

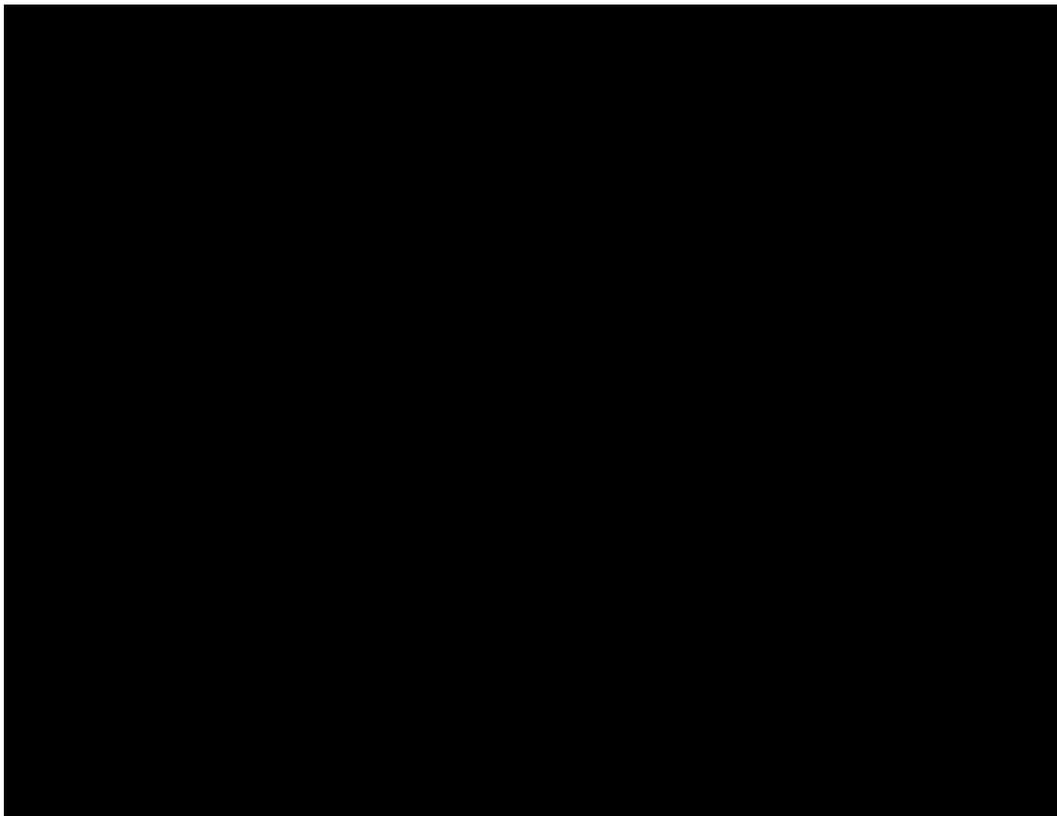




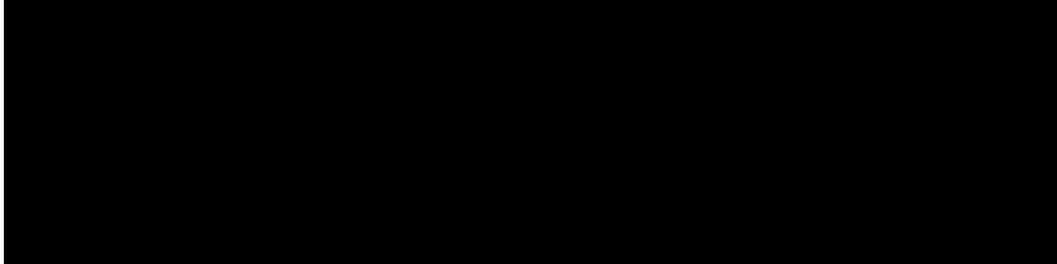
2.3



(d)



(e)



2.4 **Addressing Principal Unacceptable Consent Conditions**

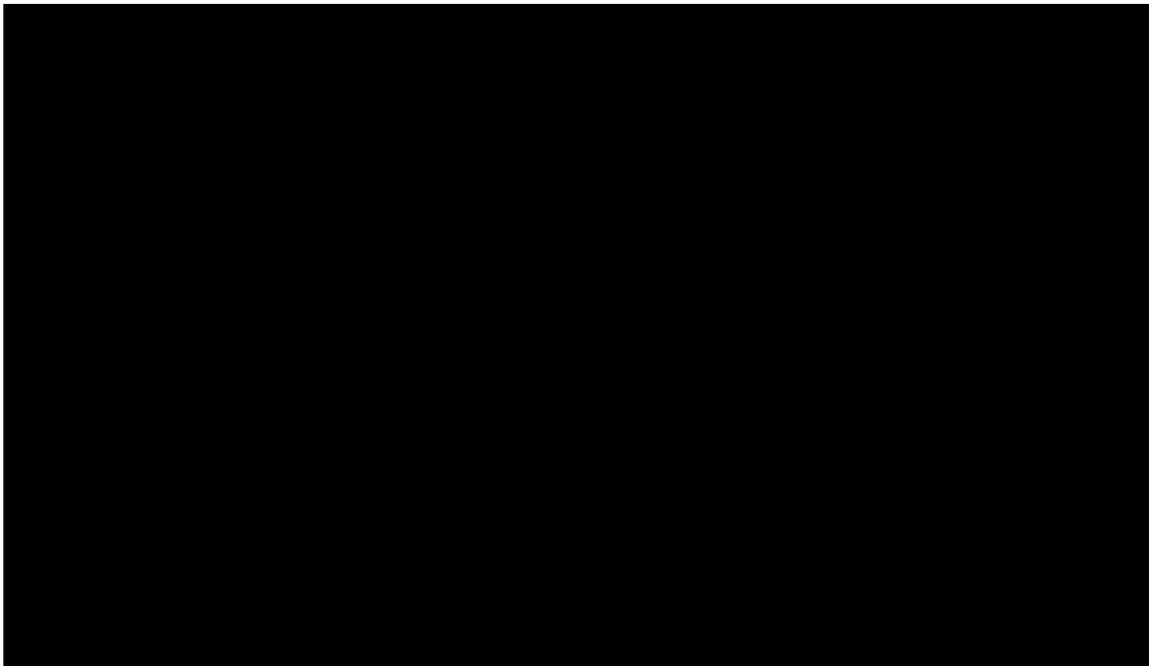
- (a) **(Course of Action)** The Principal must:
  - (i) elect to pursue a Course of Action to address that Principal Unacceptable Consent Condition (although the Course of Action it selects is in its absolute discretion); and
  - (ii) if the Principal elects to appeal to the relevant court or lodge an Application for a modification to the Original Concept SSD Consent, pursue the relevant Course of Action and notify the PS Developer of the outcome of the Course of Action as soon as practicable.
- (b) **(PS Developer to notify)** The PS Developer may, within 20 Business Days after receipt of a Principal's notice under clause 2.4(a)(ii) of this Schedule A5, notify the Principal if it considers that the Principal Unacceptable Consent Condition still exists.
- (c) **(Principal to respond)** Within 20 Business Days after receipt of a notice under clause 2.4(b) of this Schedule A5, the Principal must notify the PS Developer whether it agrees or disagrees with that notice.

- (d) **(PS Developer does not agree with response)** If the PS Developer does not agree with the Principal's notice under clause 2.4(c) of this Schedule A5, the PS Developer may refer the matter for dispute resolution in accordance with the Dispute Procedure.
- (e) **(Either party may terminate)** If, in its notice under clause 2.4(c) of this Schedule A5, the Principal agrees, or it is determined through the Dispute Procedure, that the Principal Unacceptable Consent Condition still exists, either party may give the other party a notice terminating this deed.

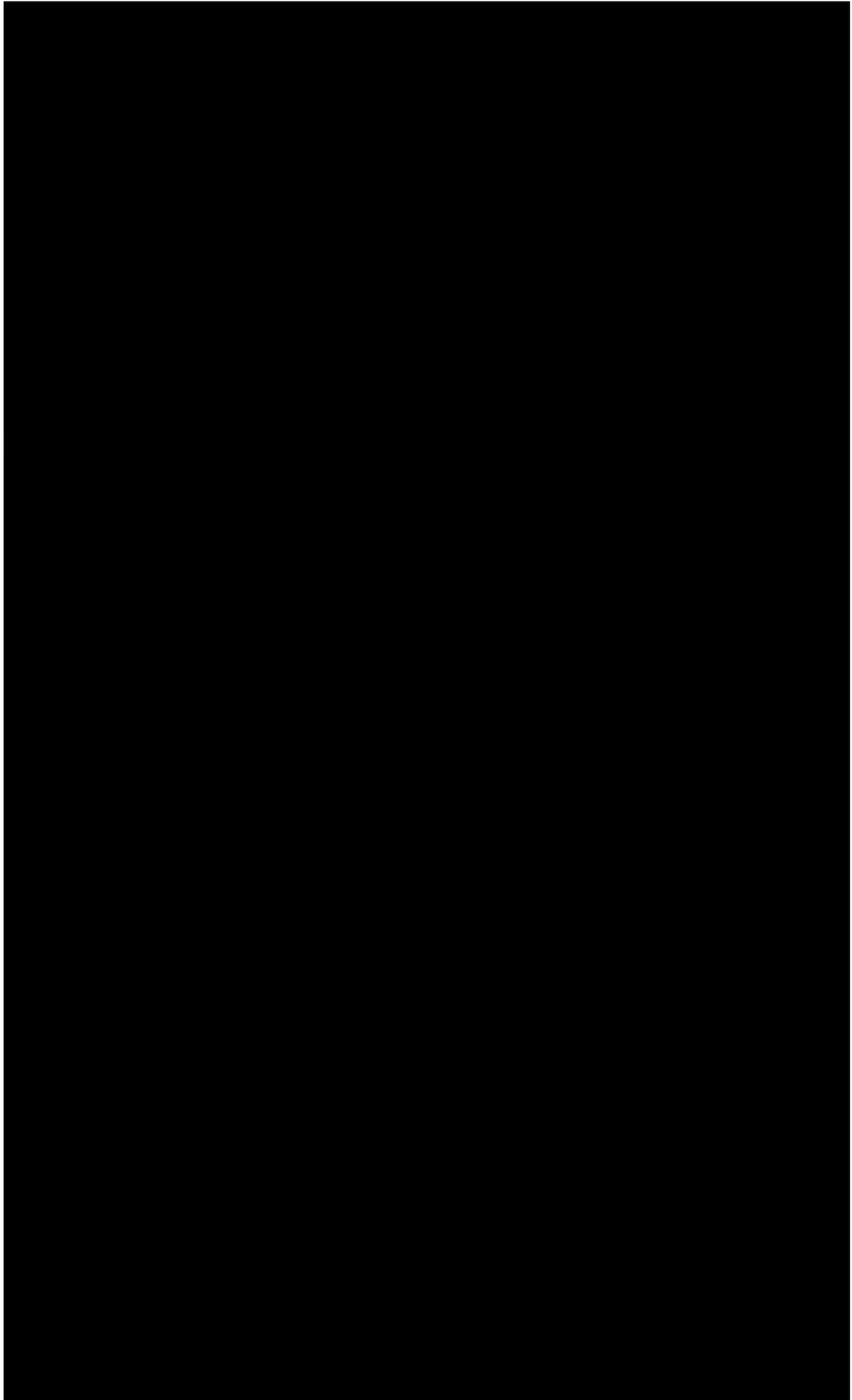
**2.5 Invalid Concept SSD Consent**

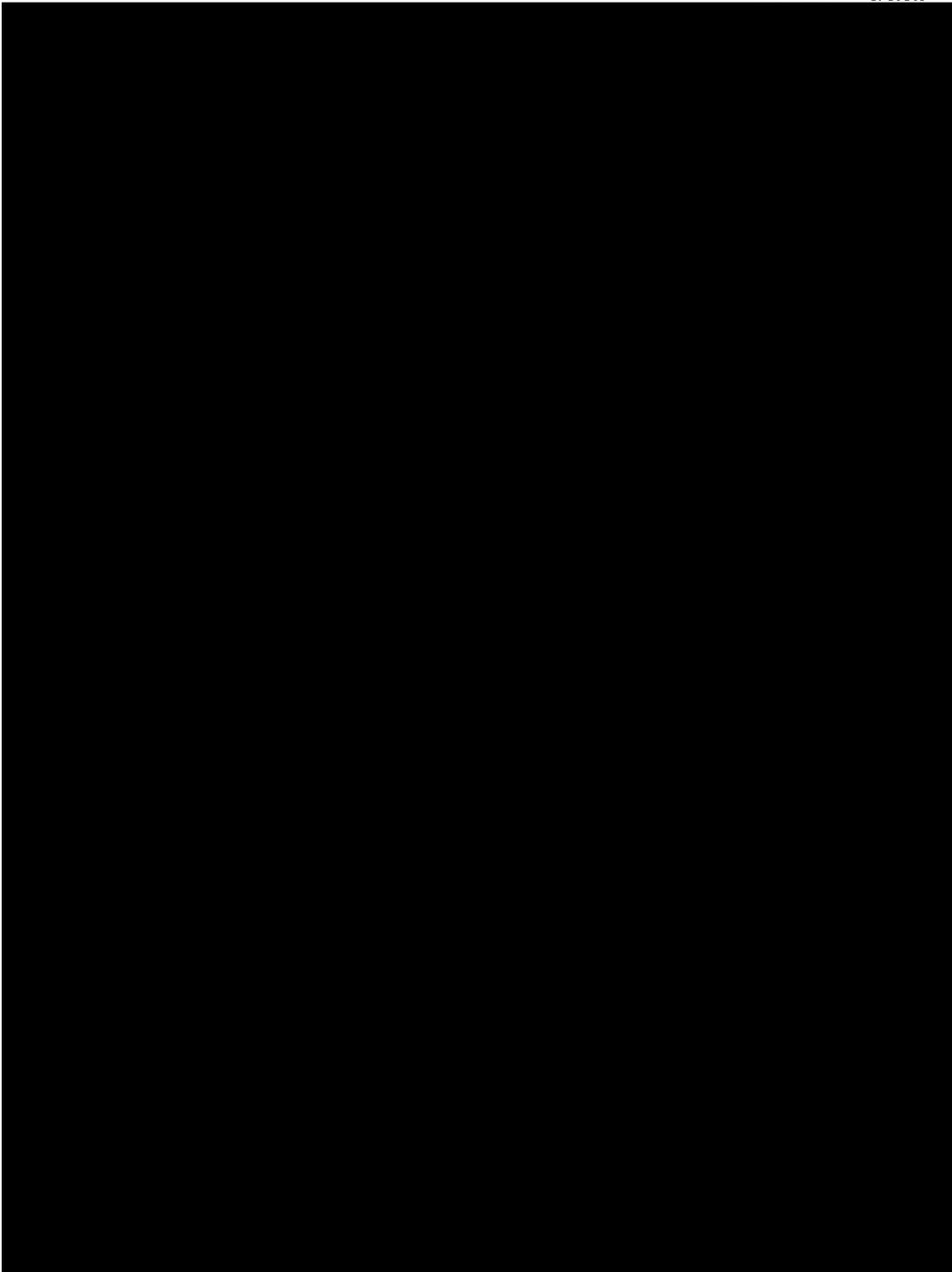
- (a) **(Prepare Concept SSD Consent Cure Plan)** If a Third Party Appeal, Third Party Appeals Action under clause 7.5(a) or a Course of Action under clause 2.4 of this Schedule A5 results in the Original Concept SSD Consent being declared to be invalid, the parties must meet and, acting in good faith, prepare a Concept SSD Consent Cure Plan.
- (b) **(Comply with Concept SSD Consent Cure Plan)** The Principal must comply with and diligently implement the Concept SSD Consent Cure Plan and regularly update the PS Developer in relation to its progress in implementing the Concept SSD Consent Cure Plan.
- (c) **(Process to apply if Modified Concept SSD Consent granted)** If, as part of the Concept SSD Consent Cure Plan, the Principal seeks a New Concept SSD Consent and the New Concept SSD Consent is granted, clauses 2.1 to 2.5 of this Schedule A5 (inclusive) will apply as if a reference to the "Modified Concept SSD Consent" is a reference to the "New Concept SSD Consent" and a reference to a "Modified Concept SSD Consent Condition" is a reference to a condition of the New Concept SSD Consent which is different to the conditions of the Original Concept SSD Consent.
- (d) **(Either party may terminate)** If the parties are unable to agree on the Concept SSD Consent Cure Plan within 20 Business Days after it being determined that the Concept SSD Consent is invalid, either party may, by giving written notice to the other party, terminate this deed.

**2.6**



(c)





(d)

(e)

**3. APPLICATIONS MADE BY THE PS DEVELOPER**

**3.1 Process for procuring consent to Applications**

(a) **(Comply)** The PS Developer must, in preparing Applications:

- (i) comply with the requirements of this deed;
- (ii) comply with, give effect to and satisfy the conditions and requirements of any Law and any planning and development controls which apply to the OSD Project and the Construction Site;

- (iii) comply with:
  - (A) the CSSI Approval (where relevant); and
  - (B) the Concept SSD Consent; or
  - (C) if the PS Developer Application seeks to modify the Concept SSD Consent, the Approved Tender Design Elements; and
- (iv) ensure that the PS Developer Applications and all documents comprising or required to be submitted with the PS Developer Applications:
  - (A) are consistent with:
    - (aa) the CSSI Approval (where relevant); and
    - (bb) the Concept SSD Consent; or
    - (cc) if the PS Developer Application seeks to modify the Concept SSD Consent, the Approved Tender Design Elements; and
  - (B) comply with the OSD Design Parameters and Schedule C6 (*PS Developer's Tender Design Development*).
- (b) **(Submission to Principal)** The PS Developer must provide to the Principal's Representative a full copy of each of its Applications (including [REDACTED] or Detailed SSD Application Design Documentation (as relevant)) in the form that it is proposed to be lodged with the Consent Authority.
- (c) **(Principal's consent)** The Principal's Representative must, as soon as reasonably practicable (but not later than 20 Business Days) after receiving a full and complete copy of the proposed Application:
  - (i) provide the Principal's consent in writing (including owner's consent) to the lodgement of the proposed Application; or
  - (ii) notify the PS Developer in writing that it is withholding owner's consent to the proposed Application in which case the Principal must provide the grounds on which it is withholding such consent and provide any comments and recommendations in respect of amendments to the Application.
- (d) **(Right to withhold consent)** The Principal may only withhold its consent under clause 3.1(c)(ii) of this Schedule A5 if the Principal's Representative determines that the proposed Application:
  - (i) is inconsistent with:
    - (A) the CSSI Approval (where relevant); or
    - (B) the Concept SSD Consent, or if the PS Developer Application seeks to modify the Concept SSD Consent, the Approved Tender Design Elements;
  - (ii) reflects a design for the OSD Works which in the reasonable opinion of the Principal, will or will likely, [REDACTED]
  - (iii) does not comply with the OSD Design Parameters or Schedule C6 (*PS Developer's Tender Design Development*) or the OSD Works will not, when completed, comply with the OSD Design Parameters or Schedule C6 (*PS Developer's Tender Design Development*); or

- (iv) includes design documentation in respect of which the process in clause 1 of Schedule A9 (*Design Development Procedure*) has not been complied with or the Application otherwise does not comply with this deed.
- (e) **(PS Developer to amend)** If the Principal withholds owner's consent to a proposed Application or requires amendments to a proposed PS Developer Application under clause 3.1(c)(ii) of this Schedule A5, the PS Developer must amend the proposed Application to take into account the requirements of the Principal and re-submit the proposed Application for the Principal's review, and the provisions of this clause 3.1 of this Schedule A5 will re-apply.
- (f) **(Lodgement of Application)** The PS Developer must lodge the relevant Application with the Consent Authority in the same form as the one to which the Principal has provided owner's consent.

### 3.2 Progress of Applications

- (a) **(Requirement to progress)** The PS Developer must:
  - (i) diligently and expeditiously pursue the Application to procure the relevant Approval;
  - (ii) deal with the Consent Authority and make all submissions reasonably necessary to procure each Approval;
  - (iii) use all reasonable endeavours to identify and keep the Principal regularly informed of the progress and expected timeframe for obtaining the relevant Approval;
  - (iv) give the Principal any other information reasonably requested by the Principal in connection with any Approval or any Application for any Approval; and
  - (v) unless otherwise agreed between the parties, give the Principal at least 3 Business Days' notice of any proposed meeting with the Consent Authority, or other relevant Authority, for the purpose of discussing any Application or any Approval and permit a representative of the Principal to attend any such meeting.
- (b) **(Copy of Approvals)** The PS Developer must, within 5 Business Days after receipt of any Approvals obtained by it, give the Principal a full copy of the Approvals.

### 3.3 Principal Unacceptable Consent Conditions

- (a) **(PS Developer to notify)** Within 20 Business Days after receiving an Approval, the PS Developer must give the Principal [REDACTED]
- (b) **(Principal may notify)** Within:
  - (i) 20 Business Days after receipt of [REDACTED]; or
  - (ii) 30 Business Days after receiving a copy of the relevant Approval, if the PS Developer has not given [REDACTED]the Principal may give [REDACTED]

- (iii) if [REDACTED] has been given, confirming whether the Principal agrees or disagrees with the PS Developer's opinion as to the Principal Unacceptable Consent Conditions contained in the Approval and proposed course of action; and
- (iv) setting out any Course of Action which the Principal requires the PS Developer to pursue in respect of any Principal Unacceptable Consent Condition that the Principal considers to be contained in the Approval,

(a **Principal PUCC Notice**).

- (c) (**PS Developer does not agree with Principal PUCC Notice**) If the PS Developer does not agree with the Principal's opinion as to the existence of a Principal Unacceptable Consent Conditions in the Principal's PUCC Notice, the PS Developer may refer the matter for dispute resolution in accordance with the Dispute Procedure.
- (d) (**Principal Unacceptable Consent Conditions**) Clause 3.4 of this Schedule A5 applies if:
  - (i) in [REDACTED] the PS Developer considers that there are Principal Unacceptable Consent Conditions and the Principal does not give a Principal PUCC Notice;
  - (ii) if, in a Principal PUCC Notice, the Principal considers that there are Principal Unacceptable Consent Conditions and the PS Developer does not refer the matter for dispute resolution under clause 3.3(c) of this Schedule A5; or
  - (iii) if it is determined through the Dispute Procedure that a Principal Unacceptable Consent Condition exists.

3.4 **Procedure for addressing Principal Unacceptable Consent Conditions**

- (a) (**PS Developer to pursue course of action**) The PS Developer must pursue a Course of Action to address a Principal Unacceptable Consent Condition in accordance with:
  - (i) a Principal PUCC Notice; or
  - (ii) if the Principal has not given a Principal PUCC Notice but the PS Developer has given [REDACTED]
- (b) (**PS Developer to notify outcome**) The PS Developer must, as soon as practicable, notify the Principal of the outcome of the Course of Action it was required to undertake pursuant to clause 3.4(a) of this Schedule A5.
- (c) (**Principal to respond**) The Principal must, within 20 Business Days after receipt of the PS Developer's notice under clause 3.4(b) of this Schedule A5, notify the PS Developer whether or not it considers that the relevant Approval still contains the Principal Unacceptable Consent Condition.
- (d) (**Dispute**) If the PS Developer does not agree with the Principal's notice under clause 3.4(c) of this Schedule A5, the PS Developer may refer the matter for dispute resolution in accordance with the Dispute Procedure.

- (e) **(Outcome)** If the effect of the notices under clauses 3.4(b) and 3.4(c) of this Schedule A5 is, or it is determined through the Dispute Procedure, that the relevant Approval still contains the Principal Unacceptable Consent Condition, the Principal may give the PS Developer a notice terminating this deed.

### 3.5 Unexpected Consent Conditions

- (a) **(PS Developer to notify)** Within 20 Business Days after receiving a copy of a PS Developer Approval, the PS Developer may notify the Principal if, in the PS Developer's opinion, the PS Developer Approval contains an Unexpected Consent Condition.
- (b) **(Principal to respond)** Within 20 Business Days after receipt of a notice by the PS Developer under clause 3.5(a) of this Schedule A5, the Principal must notify the PS Developer whether it agrees with the PS Developer's notice.
- (c) **(PS Developer does not agree with response)** If the PS Developer does not agree with the Principal's notice under clause 3.5(b) of this Schedule A5, the PS Developer may refer the matter for dispute resolution in accordance with the Dispute Procedure.
- (d) **(Process to apply to Unexpected Consent Conditions)** If, in its notice under clause 3.5(b) of this Schedule A5, the Principal agrees, or it is determined through the Dispute Procedure, that a PS Developer Approval contains an Unexpected Consent Condition, the process in clause 3.6 of this Schedule A5 will apply.

### 3.6 Procedure for addressing Unexpected Consent Condition

- (a) **(Principal to pursue Course of Action)** The Principal must, by notice to the PS Developer, elect to undertake a Course of Action (although the Course of Action it selects is in its absolute discretion) to address the Unexpected Consent Condition and must then pursue that Course of Action.
- (b) **(Course of Action – appeal or new Application)** If the Principal elects to appeal to the relevant court or lodge an Application for a modification to the relevant PS Developer Approval under clause 3.6(a) of this Schedule A5, the Principal must notify the PS Developer of the outcome of the Course of Action as soon as practicable.
- (c) **(PS Developer to notify)** Within 20 Business Days after receipt of the Principal's notice under clause 3.6(b) of this Schedule A5, the PS Developer may notify the Principal if, in the PS Developer's opinion, the PS Developer Approval still contains an Unexpected Consent Condition.
- (d) **(Principal to respond)** Within 20 Business Days after receipt of a notice by the PS Developer under clause 3.6(c) of this Schedule A5, the Principal must notify the PS Developer whether it agrees with the PS Developer's notice.
- (e) **(PS Developer does not agree with response)** If the PS Developer does not agree with the Principal's notice under clause 3.6(d) of this Schedule A5, the PS Developer may refer the matter for dispute resolution in accordance with the Dispute Procedure.
- (f) **(Either party may terminate)** If, in its notice under clause 3.6(d) of this Schedule A5, the Principal agrees, or it is determined through the Dispute Procedure, that a PS Developer Approval still contains an Unexpected Consent Condition, either party may give the other party written notice terminating this deed.

3.7 **Acceptable Detailed SSD Consent**

- (a) **(Acceptable Detailed SSD Consent)** For the purposes of clause 5.2(f), a Detailed SSD Consent is deemed to be an Acceptable Detailed SSD Consent on the later of the date on which it is deemed that it does not contain:
- (i) any Principal Unacceptable Consent Conditions, in accordance with clause 3.7(c) of this Schedule A5; and
  - (ii) any Unexpected Consent Conditions, in accordance with clause 3.7(d) of this Schedule A5.
- (b) **(No reduction of PS Developer's responsibilities)** The deeming of a Detailed SSD Consent to be an Acceptable Detailed SSD Consent is not intended to:
- (i) relieve the PS Developer from, or alter or affect, the PS Developer's Liabilities, obligations, warranties or responsibilities, including the PS Developer's obligations under clause 2.2 (*Design and Construction of OSD Works*); or
  - (ii) prejudice or limit the rights of the Principal, [REDACTED]
- under this deed or otherwise according to Law.
- (c) **(No Principal Unacceptable Consent Conditions)** A Detailed SSD Consent is deemed not to include any Principal Unacceptable Consent Conditions for the purposes of the definition of Acceptable Detailed SSD Consent:
- (i) if, in a PS Developer PUCG Notice, the PS Developer considers that there are no Principal Unacceptable Consent Conditions in that Detailed SSD Consent and the Principal does not give a PUCG Notice, on the date expiry of the period in clause 3.3(b)(i) of Schedule A5;
  - (ii) if, in a Principal PUCG Notice, the Principal considers that there are no Principal Unacceptable Consent Conditions in that Detailed SSD Consent and the PS Developer does not refer the matter for dispute resolution under clause 3.3(c) of this Schedule A5, on the date of the expiry of the period in which the PS Developer can refer the matter for dispute under the Dispute Procedure;
  - (iii) if, in a notice given under clause 3.4(c) of this Schedule A5, the Principal considers that the Detailed SSD Consent no longer contains the identified Principal Unacceptable Consent Condition, and the PS Developer does not refer the matter for dispute resolution under clause 3.4(d) of this Schedule A5, on the date of the expiry of the period in which the PS Developer can refer the matter for dispute under the Dispute Procedure;
  - (iv) if the matter has been referred for dispute resolution under clause 3.3(c) or 3.4(d) (as applicable) and it has been determined that the Detailed SSD Consent does not include any Principal Unacceptable Consent Conditions or the Principal Unacceptable Consent Conditions have been addressed (as applicable), on the date of that determination, the date of any relevant determination in accordance with the Dispute Procedure; or
  - (v) if the Principal does not exercise its right to terminate under clause 3.4(e) of this Schedule A5 within 20 Business Days after the date of the Principal's notice under clause 3.4(c) of this Schedule A5.

- (d) **(No Unexpected Consent Conditions)** A Detailed SSD Consent is deemed not to include any Unexpected Consent Conditions for the purposes of the definition of Acceptable Detailed SSD Consent:
- (i) if the PS Developer does not give a notice under clause 3.5(a) or clause 3.6(c) of this Schedule A5 (as applicable) within the period required under that clause, on the date of expiry of that period;
  - (ii) if the Principal gives a notice under clause 3.5(b) or clause 3.6(d) of this Schedule A5 (as applicable) to the effect that the Principal considers that there are no Unexpected Consent Conditions in that Detailed SSD Consent and the PS Developer does not refer the matter for dispute resolution under clause 3.5(c) or clause 3.6(e) of this Schedule A5 (as applicable) within the period required under those clauses, on the date of the expiry of the period in which the PS Developer can refer the matter for dispute under the Dispute Procedure;
  - (iii) if the Principal elects, under clause 3.6 of this Schedule A5 to take a Course of Action other than those referred to in clause 3.6(b) of this Schedule A5, on the date that the Principal takes that action;
  - (iv) if the matter has been referred for dispute resolution under clause 3.5(c) or clause 3.6(e) of this Schedule A5 (as applicable) and it is determined in accordance with the Dispute Procedure that the PS Developer Approval does not include any Unexpected Consent Conditions or the Unexpected Consent Conditions have been addressed (as applicable), on the date of that determination; or
  - (v) if neither party exercises its right of termination under clause 3.6(f) of this Schedule A5 within 20 Business Days after the Principal's notice under clause 3.6(d) of this Schedule A5, on the date of expiry of that period.

**3.8 Consent conditions unacceptable to the PS Developer**

If the PS Developer lodges an application seeking to modify the Concept SSD Consent, the PS Developer may, at its election and following consultation with the Principal:

- (a) apply to the Consent Authority to modify the Approval;
- (b) appeal to the relevant court;
- (c) take all necessary steps in relation to those aspects of the Approval which are not satisfactory to the PS Developer to revert those aspects to the Concept SSD Consent scheme; or
- (d) take all necessary steps to revert completely to the Concept SSD Consent scheme.

**SCHEDULE A6. – SUBCONTRACT REQUIREMENTS**

(Clause 16.3)

Item	Requirement
<b>Part A - Subcontracts and Significant Subcontracts</b>	
1.	Each Subcontract that the PS Developer or the D&C Contractor enters into must contain a term that (to the extent permitted by Law) excludes the application of Part 4 of the <i>Civil Liability Act 2002</i> (NSW) in relation to all and any rights, obligations or Liabilities of either party under each Subcontract whether these rights, obligations or Liabilities are sought to be enforced by a Claim in contract, tort or otherwise.
2.	Each Subcontract that the PS Developer or the D&C Contractor enters into must contain a requirement that in any further contract that a Subcontractor enters into with a third party for the performance of any obligation or right of the PS Developer under this deed, contains a term that (to the extent permitted by Law) excludes the application of Part 4 of the <i>Civil Liability Act 2002</i> (NSW) in relation to all and any rights, obligations or Liabilities of either party under each further agreement whether such rights, obligations or Liabilities are sought to be enforced by a Claim in contract, tort or otherwise.
3.	Each Subcontract that the PS Developer or the D&C Contractor enters into must include provisions expressly requiring the Subcontractor to comply with the Chain of Responsibility Provisions and each further Subcontract that a Subcontractor enters into must also contain a clause to the same effect which is binding on the Subcontractor.
<b>Part B - Significant Subcontracts</b>	
1.	Each Significant Subcontract must contain provisions equivalent to clause 6.2 ( <i>Work health and safety</i> ) and requiring Significant Subcontractors to prepare a safety management plan in accordance with the requirements of Schedule A13 ( <i>Project Plan Requirements</i> ).
2.	Each Significant Subcontract must contain provisions recognising the Principal's rights under clause 9.6 ( <i>Principal's right of entry to Construction Site</i> ) and clause 1.3 of Schedule A25 ( <i>Termination of Station Delivery Deed</i> ).
3.	Each Significant Subcontract must contain provisions which are consistent with the Principal's rights under clause 23.4(a) ( <i>Licence to the Principal</i> ).

**SCHEDULE A7. – MODIFICATION PROCEDURE**

(Clauses 6.6(b)(iii), 19 and 38.1(a)(i) and Schedule A2)

1. **GENERAL**

1.1 **Definitions**

In this Schedule A7:

**D&C Contractor Margin** means [REDACTED]

**Interface Works Change** means any change or variation to any Interface Works following the date of this deed including any addition, reduction, increase, decrease, omission, deletion, demolition or removal to or from them.

**Modification** means any change to the requirements of the deed for the OSD Works, including:

- (a) any addition, reduction, increase to or decrease to or omission or deletion from the OSD Works;
- (b) any change to the character or quality, or demolition or removal, of any material or work;
- (c) any change to the levels, lines, positions or dimensions of any part of the OSD Works;
- (d) changes to the Construction Site; or
- (e) any design works, surveys or site investigations in respect of a potential or proposed change referred to in paragraphs (a), (b) or (c) of this definition,

but excluding any changes to the OSD Works that are required as a result of the Principal's Representative [REDACTED]

**Modification Approval** means a notice titled "Modification Approval" issued by the Principal under clause 3.1(d)(i) of this Schedule A7.

**Modification Costs** means:

- (a) [REDACTED]

(b)



**Modification Order** means a notice titled "Modification Order" issued by the Principal under clause 2.3(b) of this Schedule A7.

**Modification Savings** means:

- (a) the savings in the cost of the carrying out of the OSD Works and arising out of or in connection with a Modification (including any savings in relation to construction costs and associated on-site overheads);
- (b) the applicable D&C Contractor Margin on the amounts referred to in paragraph (a) to the extent the savings are savings of the D&C Contractor; and
- (c) the applicable PS Developer Margin on the amounts referred to in paragraph (a) to the extent the savings are savings of the PS Developer.

**Open Book Basis** means the provision of any pricing, costing and other information on an open book basis to enable an assessment of actual costs and profit margins, including a breakdown of all relevant preliminaries, insurances, labour, equipment, materials, subcontract costs, indexation adjustments for inflation, currency components and subcontract margins, in a clear and transparent manner.

**PS Developer Margin** means 



**SDD Modification Order** has the meaning given to the term "Modification Order" in Schedule A8 (*Modification Procedure*) of the Station Delivery Deed.

**Station Dispute Procedure** has the meaning given to the term "Dispute Procedure" in the Station Delivery Deed.

1.2 **Purpose**

Each party acknowledges and agrees that:

- (a) throughout the term of this deed, a number of changes to the requirements of this deed may be required;
- (b) the purpose of this Schedule A7 is to facilitate and efficiently give effect to such changes by incorporating a number of processes for the implementation of change and structuring each process to minimise transaction time and cost; and
- (c) it must seek to give effect to the purpose stated in clause 1.2(b) of this Schedule A7 in complying with its obligations under this Schedule A7.

1.3 **Open Book**

All documentation and information provided by the PS Developer under this Schedule A7 (including any documentation or information prepared by a Subcontractor) must be provided on an Open Book Basis.

1.4 **Consultation with Interface Contractors**

Without limiting clause 11.4 (*Disputes between the PS Developer and Interface Contractors*), if the PS Developer becomes aware that a Modification will, or is likely to, impact on any Interface Works or necessitate an Interface Works Change, then prior to:

(a) submitting a Modification Proposal in accordance with clause 2.2(c) of this Schedule A7; or

(b) proposing a Modification in accordance with clause 3.1(b) of this Schedule A7,

the PS Developer must (or must procure that its Subcontractors):

(c) notify the relevant Interface Contractor(s) of the proposed Modification; and

(d) work closely and iteratively with the relevant Interface Contractor(s) in good faith regarding the scope and design of the proposed Modification (and, where applicable, the corresponding Interface Works Change) in order to reduce the overall cost to the Principal of implementing the Modification.

1.5 **No Liability unless Modification Order**

Subject to clause 2.5(b) of this Schedule A7, the Principal will have no Liability to the PS Developer arising out of, or in any way in connection with, any Modification, except where:

(a) the PS Developer is directed to implement a Modification pursuant to a Modification Order; or

[REDACTED]

1.6 **Modifications review**

(a) **(Review of Modifications regime)** If requested by the Principal, 3 months prior to each anniversary of the date of execution of this deed, the Principal and the PS Developer must meet to review the Modifications regime (**Modifications Review**).

(b) **(Purpose)** Factors that may be addressed in a Modifications Review include:

(i) measures to improve the Modifications process set out in this Schedule A7; and

(ii) any other factors that the Principal or the PS Developer consider relevant.

2. **PRINCIPAL INITIATED MODIFICATIONS**

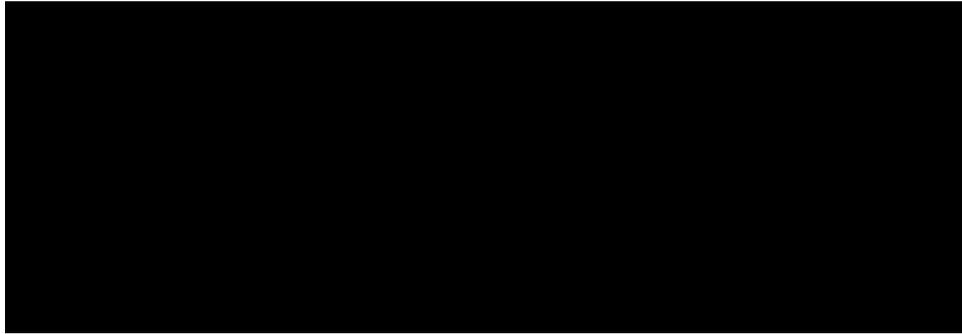
2.1 **SDD Modification**

If:

(a) the PS Contractor has given a notice to the Principal in accordance with clause 2.1(b) of Schedule A8 (*Modification Procedure*) of the Station Delivery Deed that an SDD Modification can only be implemented if a corresponding Modification is implemented under this deed;

(b) [REDACTED]

(c)



(in each case a **Corresponding Modification**), then the Principal's Representative must, within 5 Business Days after receipt of the PS Contractor's notice under clause 2.1(b) of Schedule A8 (*Modification Procedure*) of the Station Delivery Deed or the PS Developer or Principal's notice under clauses 2.1(b) or 2.1(c) of this Schedule A7 (as relevant), notify the PS Developer in writing that the Principal:

- (d) agrees that a Corresponding Modification is required; or
- (e) does not agree that a Corresponding Modification is required.

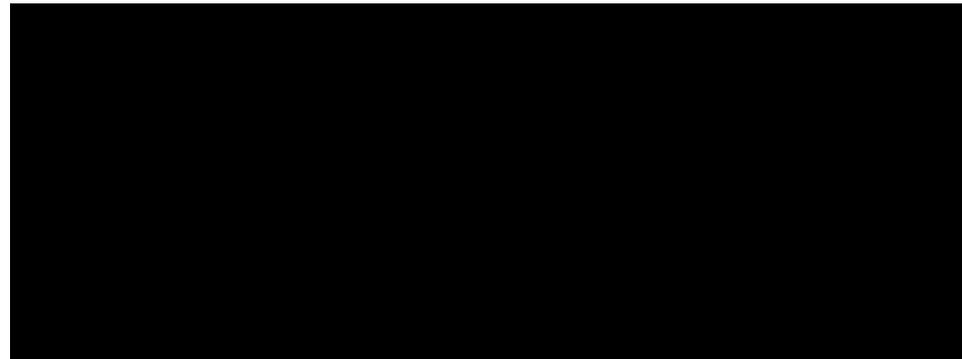
2.2 **Proposed Modifications**

(a) (**Corresponding Modification**) If the Principal agrees (or it is determined through the Dispute Procedure) that a Corresponding Modification is required, the Principal must, within 5 Business Days after:

- (i) receipt of the PS Contractor's notice under clause 2.1(b) of Schedule A8 (*Modification Procedure*) of the Station Delivery Deed;
- (ii) receipt of the PS Developer's notice ;
- (iii) the Principal issues a notice to the PS Developer ; or
- (iv) if the requirement for a Corresponding Modification is referred to dispute resolution, the date of determination of the Dispute,

issue a Modification Proposal Request to the PS Developer for that Corresponding Modification.

(b)



(b1)

(c) **(Modification Proposal)** As soon as practicable, and in any event within 10 Business Days

[REDACTED] (or such longer period as is agreed by the Principal (acting reasonably), having regard to the size and complexity of the proposed Modification), after receiving a Modification Proposal Request, the PS Developer must provide the Principal's Representative with a Modification Proposal setting out:

- (i) the Modification Costs of the proposed Modification;
- (ii) the effect (if any) that the proposed Modification will have on the PS Developer's Program (including any extension of time required to a Milestone Date and the measures the PS Developer proposes to take to avoid, mitigate or minimise the effect of the proposed Modification on the PS Developer's Program);
- (iii) any Approvals required to implement the proposed Modification, and the effect of the proposed Modification on any existing Approvals or the PS Developer's ability to comply with those Approvals;
- (iv) the effect (if any) which the proposed Modification will have on the PS Developer's ability to satisfy its obligations under this deed (including any warranties given by the PS Developer under this deed) or exercise its rights under this deed;

(v) [REDACTED]

(vi) [REDACTED]

(vii) any other information requested by the Principal's Representative in the Modification Proposal Request.

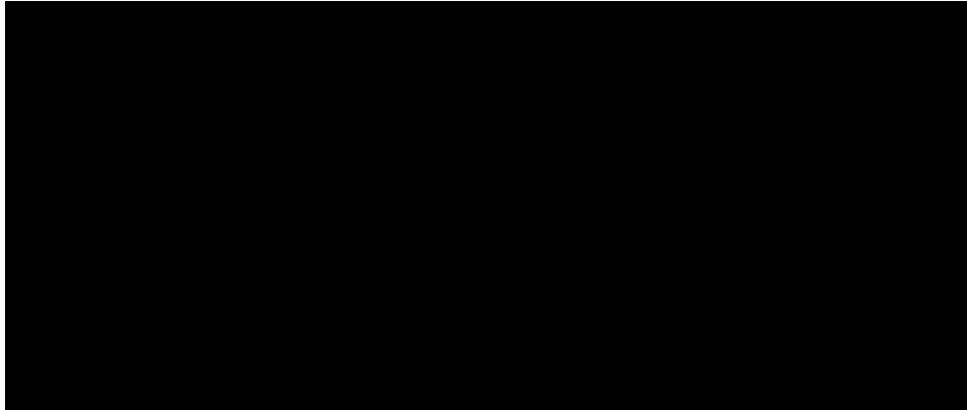
(d) **(No obligation to proceed)** Subject to clause 2.3(a)(i) [REDACTED] of this Schedule A7, the Principal will not be obliged to proceed with any proposed Modification that is the subject of a Modification Proposal Request.

**2.3 Modification Orders**

(a) **(Modification Order - Corresponding Modifications)** Where the proposed Modification is a Corresponding Modification, the Principal must:

- (i) issue a Modification Order if:
  - (A) under the Station Delivery Deed, the Principal issues an SDD Modification Order for the SDD Modification which relates to or gave rise to the Corresponding Modification; and
  - (B) the Principal agrees with (or it is determined through the Dispute Procedure) the details set out in the Modification Proposal provided under clause 2.2(c) of this Schedule A7; or
- (ii) withdraw its Modification Proposal Request if, under the Station Delivery Deed, the Principal elects not to proceed with the SDD Modification which relates to or gave rise to the Corresponding Modification.

(a1)



(b) **(Modification Order)** Whether or not the Principal has issued a Modification Proposal Request under clause 2.2(a), [REDACTED] of this Schedule A7, the Principal's Representative may:

- (i) at any time prior to the expiry of the Defects Correction Period (as that term is defined in the Station Delivery Deed), direct the PS Developer to implement a Corresponding Modification where the Principal has exercised its right to direct the SDD Modification which relates to or gave rise to the Corresponding Modification under clause 2.2(a) of Schedule A8 (*Modification Procedure*) of the Station Delivery Deed;



- (iii) solely for the purpose of overcoming a Defect (as that term is defined in the Station Delivery Deed) under the Station Delivery Deed, any time prior to the expiry of the Defects Correction Period (as that term is defined in the Station Delivery Deed), direct the PS Developer to implement a Corresponding Modification where the Principal has exercised its right to direct the SDD Modification which relates to or gave rise to the Corresponding Modification under clause 2.2(a)(ii) of Schedule A8 (*Modification Procedure*) of the Station Delivery Deed,

by issuing a written document titled "Modification Order" (**Modification Order**):

- (iv) detailing the Modification that is required to be implemented by the PS Developer;
- (v) stating the Modification Costs of the proposed Modification; and

- (vi) stating the extent to which the PS Developer will be relieved of any of its obligations under this deed,

as set out in the PS Developer's Modification Proposal (if any) or as otherwise determined by the Principal's Representative (acting reasonably).

- (c) **(No limitation on Principal's power)** Subject to clause 2.3 of this Schedule A7, there is no limitation on the power of the Principal's Representative to direct a Corresponding Modification, [REDACTED] and no Modification or direction to implement such Modification will invalidate this deed.
- (d) **(Implementation of Modification Order)** If the Principal directs the PS Developer to implement the Modification by issuing a Modification Order:
  - (i) the PS Developer must promptly implement the Modification on the basis of the Modification Order irrespective of:
    - (A) the nature, extent or value of the work the subject of the Modification;
    - (B) the location or timing (including the impact on a Milestone Date) of the work involved in the Modification; or
    - (C) any Dispute related to the Modification;
  - (ii) the PS Developer will be relieved of its obligations under this deed to the extent specified in the Modification Order or as determined or agreed under clause 2.4 of this Schedule A7; and
  - (iii) the Principal must pay the PS Developer:
    - (A) the Modification Costs of the Modification in accordance with clause 4.2 of this Schedule A7; and

[REDACTED]

- (e) **(Entitlement)** The PS Developer's entitlement (if any) to:

[REDACTED]

[REDACTED]

[REDACTED]

2.4 **Disputes**

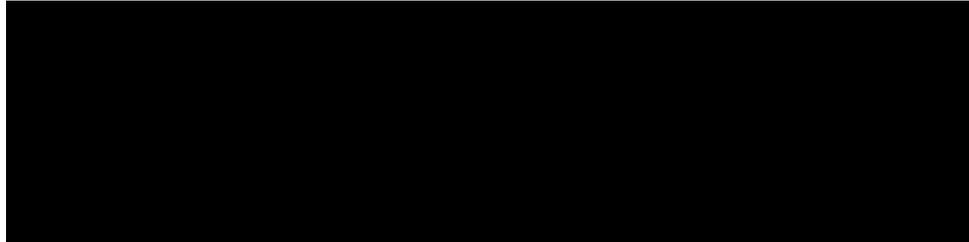
If the PS Developer disagrees with a matter determined by the Principal or the Principal's Representative under this Schedule A7, the PS Developer may refer the matter for dispute resolution:

- (a) **(Dispute Procedure)** In accordance with the Dispute Procedure under this deed; or
- (b) **(Station Dispute Procedure)** in the case of a Corresponding Modification, where the Principal or the PS Contractor has referred the SDD Modification for dispute resolution under the Station Delivery Deed, in accordance with the Station Dispute Procedure in which case the parties acknowledge and agree that:
  - (i) they will be bound by the Station Dispute Procedure; and
  - (ii) the determination under the Station Dispute Procedure is final and binding on the parties.

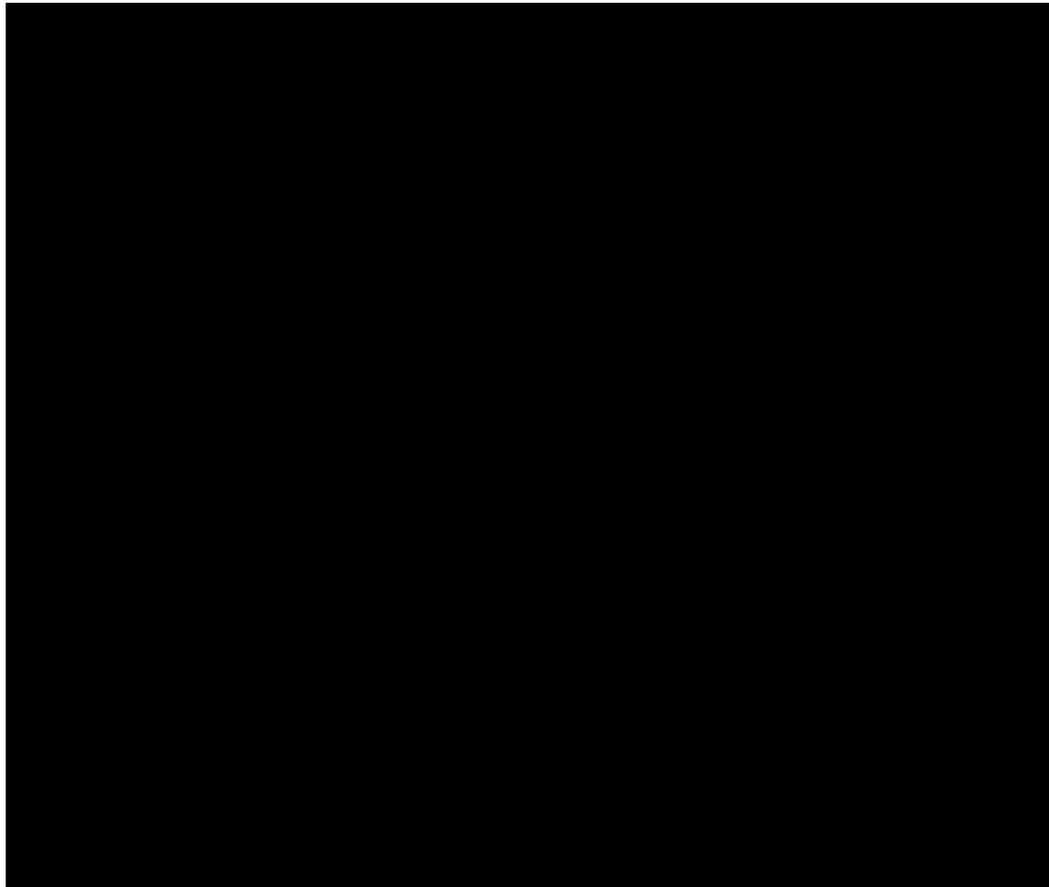
2.5 **Cost of preparing Modification Proposals**

- (a) **(Minimise Costs)** The PS Developer must use reasonable endeavours to minimise the third party Costs incurred by the PS Developer in the preparation of Modification Proposals.

(b)



3A.



3. **DEVELOPER INITIATED MODIFICATIONS**

3.1 **Modifications proposed by the PS Developer – Principal consent required**

- (a) **(Application of schedule)** This clause 3.1 of Schedule A7 only applies to a Modification proposed by the PS Developer which will:
- (i) [REDACTED] or
  - (ii) result in the OSD Works not complying with the OSD Design Parameters or Schedule C6 (*PS Developer's Tender Design Development*).
- (b) **(Modification proposal)** The PS Developer may propose a Modification referred to in clause 3.1(a) of this Schedule A7 by giving written notice to the Principal's Representative:
- (i) setting out details of:
    - (A) the proposed Modification;
    - (B) the reason for the proposed Modification;
    - (C) the time within, and the manner in which, the PS Developer proposes to implement the proposed Modification; and
    - (D) the effect (if any) that the proposed Modification will have on:
      - (aa) the Station Project Works, the PS Contractor's Activities or the Pitt Street Station; and/or
      - (bb) any Interface Works, including whether an Interface Works Change will, or is likely to, be required to enable the proposed Modification to be implemented, or as a consequence of the proposed Modification; and
  - (ii) if the Modification is required to enable a modification proposed by the PS Contractor under clause 4 of Schedule A8 (*Modification Procedure*) of the Station Delivery Deed to be implemented, details of that modification and the impact upon that modification if the Modification proposed by the PS Developer under this clause 3.1 of this Schedule A7 is not implemented.
- (c) **(Further information)** On receiving a notice under clause 3.1(b) of this Schedule A7, the Principal's Representative may give written notice to the PS Developer requesting any other information and supporting documentation the Principal's Representative reasonably requires. The PS Developer must provide the requested information or documentation to the Principal's Representative within 10 Business Days of receiving the request.
- (d) **(Principal may approve or reject)** Within 20 Business Days after the date on which the PS Developer gives the Principal's Representative a notice under clause 3.1(b) of this Schedule A7 and provides the details required by clause 3.1(c) of this Schedule A7 (if applicable), the Principal's Representative must give a written notice to the PS Developer either (in its absolute discretion):
- (i) approving (with or without conditions) the proposed Modification (**Modification Approval**) to the PS Developer; or
  - (ii) rejecting the proposed Modification.

- (e) **(Ability to reject)** The Principal may only reject the proposed Modification if the proposed Modification does not comply with the OSD Design Parameters or Schedule C6 (*PS Developer's Tender Design Development*) [REDACTED]
- (f) **(Modification Approval)** If the Principal issues a Modification Approval:
  - (i) without conditions, the PS Developer may perform its obligations under this deed in accordance with the approved Modification; and
  - (ii) with conditions, the PS Developer may either:
    - (A) proceed to implement the Modification on the basis set out in the Principal's Representative's notice; or
    - (B) withdraw the proposed Modification if the PS Developer, acting reasonably, does not accept any of the conditions attached to the approval of the proposed Modification.

**3.2 Modifications proposed by the PS Developer – no Principal consent required**

The PS Developer may, in its absolute discretion, procure any Modification to the OSD Works to which clause 3.1 of this Schedule A7 does not apply (**Unrestricted Modification**).

**3.3 PS Developer to bear risks and cost**

The PS Developer will, unless otherwise agreed in writing by the Principal:

- (a) **(costs)** bear all costs:
  - (i) associated with proposing a Modification under clause 3.1(b) or clause 3.2 of this Schedule A7 and providing any information and supporting documentation requested under clause 3.1(c) of this Schedule A7; or
  - (ii) reasonably incurred by the Principal, any Interface Contractor or the Operator in assessing a proposed Modification under clause 3.1(b) or clause 3.2 of this Schedule A7 (such costs to be a debt due from the PS Developer to the Principal);
- (b) **(risks)** bear all risks and costs associated with implementing a Modification proposed by the PS Developer, including any amounts that are payable by the PS Developer or the Principal to any Interface Contractor(s) under any Cooperation and Integration Deed or any other contracts entered into between the Principal and an Interface Contractor;
- (c) **(management of Modifications)** be responsible for procuring the management of a Modification proposed by the PS Developer, including procuring that its Subcontractors manage the Modification with the Interface Contractors where the Modification impacts on the Interface Contractors; and
- (d) **(no Claims)** not be entitled to make any Claim against the Principal arising out of, or in any way in connection with, a Modification proposed by the PS Developer and the Principal will have no Liability to the PS Developer in relation to or arising out of a Modification proposed by the PS Developer,

including where the Principal issues a Modification Approval in relation to such Modification.

#### 4. MODIFICATION COSTS

##### 4.1 Principles for calculating Modification Costs

- (a) **(Incremental costs only)** Modification Costs are to be determined on an incremental basis where only costs that would not be incurred but for the Modification Order are taken into account.
- (b) **(Fair and reasonable, arm's length arrangements)** All increases or decreases in costs included in the calculation of Modification Costs must:
  - (i) be reasonably incurred by the PS Developer; and
  - (ii) reflect commercial arm's length arrangements.
- (c) **(Subcontractors)** When calculating the Modification Costs, the PS Developer must:
  - (i) ensure that all Subcontractors minimise any increase in costs and maximise any reduction in costs which would have been incurred or derived as a result of the Modification Order; and
  - (ii) ensure that:
    - (A) Subcontractors provide all information required to enable an assessment of the Modification Costs on an Open Book Basis; and
    - (B) the calculation of the Modification Costs applicable to each Subcontractor is calculated in accordance with the principles set out in this clause 4.1 of this Schedule A7.
- (d) **(No double counting)** Any Modification Costs must be calculated without double counting of any amounts (including, where Modification Costs are payable in connection with a Delay Event, any double counting of any amounts attributable to delay).
- (e) **(No unnecessary contracting layers)** No entity which is a Related Entity of the PS Developer or the D&C Contractor may perform work arising out of a Modification Order as a subcontractor to the PS Developer or the D&C Contractor or to any other contractor further down the contracting chain without the Principal's prior written consent.
- (f) **(Maximum margin)** In respect of any Modification Order, the aggregate of the margins charged by the PS Developer and the D&C Contractor and any of their respective Subcontractors must not exceed ████████ of the applicable amounts referred to in paragraphs (a) and (b) of the definition of "Modification Cost", unless otherwise agreed by the Principal in writing.
- (g) **(No PS Contractor costs)** Any Modification Costs must not include any amount in respect of any increase or decrease in the cost to the PS Contractor of carrying out the PS Contractor's Activities or otherwise performing its obligations under the Station Delivery Deed, with any such increase or decrease in cost to be determined under the Station Delivery Deed.

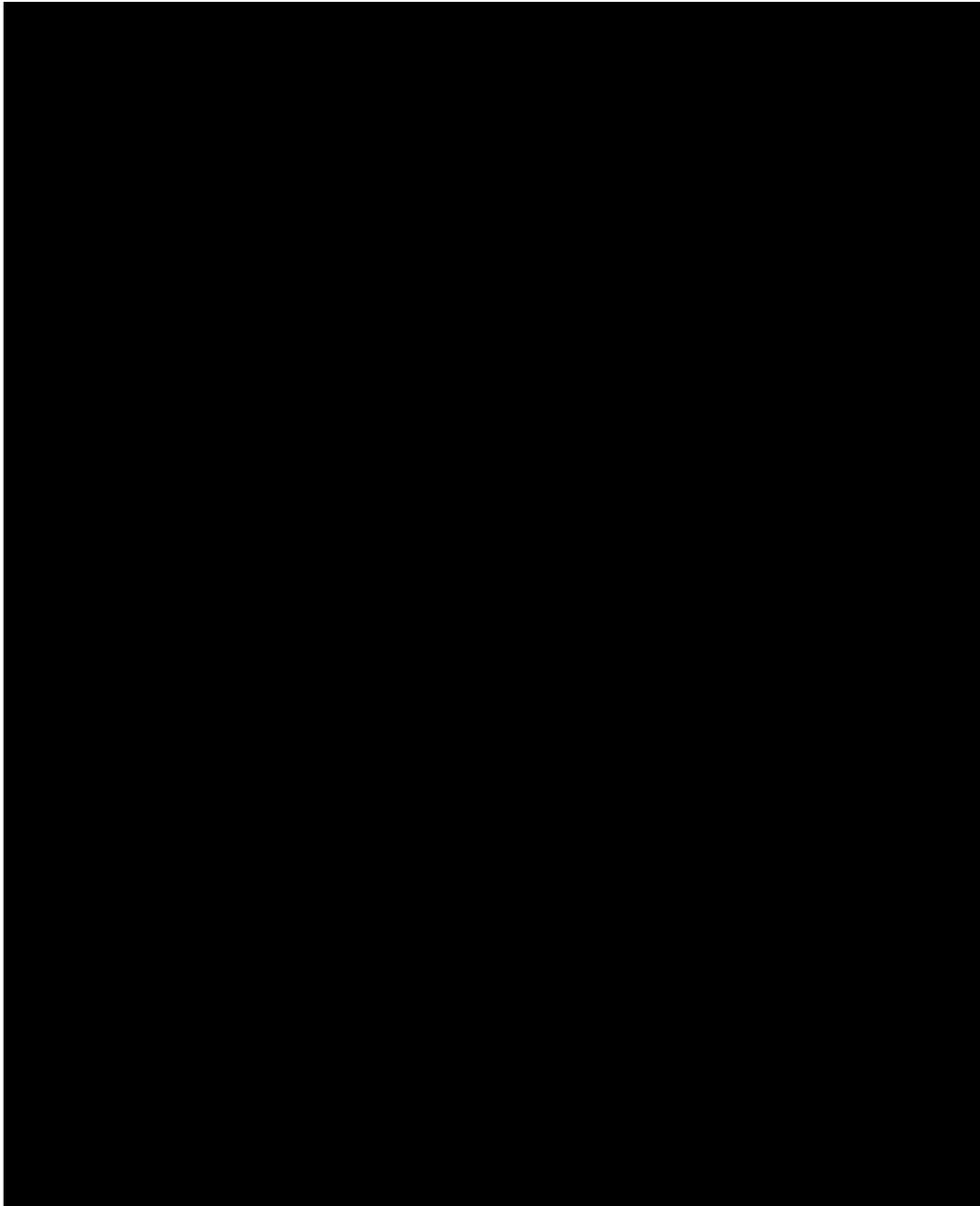
##### 4.2 Modification Costs

If a Modification directed by the Principal under clause 2 of this Schedule A7 results in Modification Costs, then the Principal must pay the PS Developer its Modification Costs:

- (a) **(as agreed)** if agreed between the parties, as agreed;
- (b) **(pending agreement)** pending agreement between the parties or determination of the Modification Costs in accordance with the Dispute Procedure under this deed or the Station Dispute Procedure (as applicable), as reasonably determined by the Principal; and
- (c) **(following agreement)** following determination or agreement between the parties, as so determined or agreed,

progressively in accordance with clause 38.2 (*PS Developer Claims*). If the Modification Costs paid under this clause 4.2 of this Schedule A7 are more or less than the Modification Costs for the relevant month as subsequently determined or agreed, the difference must be paid by the relevant party to the other.

4.3





4.4



## SCHEDULE A8. – DISPUTE PROCEDURE

(Clause 36)

### PART A – PROCEDURE FOR DISPUTES ARISING PRIOR TO THE STATION DATE OF COMPLETION

#### 1. DEFINITIONS

In this part A of Schedule A8:

**Chair** means the chairperson of the IDAR Panel as appointed under the IDAR Panel Agreement from time to time.

**Consultation** has the meaning given in clause 2.2(e) of part A of this Schedule A8.

**IDAR Panel** means the Independent Dispute Avoidance and Resolution Panel constituted under the IDAR Panel Agreement, referred to in part A of this Schedule A8.

**Nominated Member** has the meaning given in clause 2.2(b) of part A of this Schedule A8.

**Notice of Dispute** means a notice given under clause 2.3 of part A of this Schedule A8.

**Notice of Issue** means a notice given under clause 2.2 of part A of this Schedule A8.

**Recommendation** has the meaning given in clause 2.3(a) of part A of this Schedule A8.

#### 2. DISPUTE PROCEDURE

##### 2.1 Independent Dispute Avoidance and Resolution Panel

- (a) **(Establishment)** The IDAR Panel has been constituted under the IDAR Panel Agreement.
- (b) **(Accession by PS Developer)** The PS Developer must, within 5 Business Days of receipt of a request from the Principal, execute the IDAR Panel Agreement Accession Deed Poll.
- (c) **(Attendance and assistance)** Each party must:
  - (i) following execution of the IDAR Panel Agreement Accession Deed Poll (if applicable), at all times comply with the terms of the IDAR Panel Agreement;
  - (ii) attend meetings with the IDAR Panel as required pursuant to the IDAR Panel Agreement or this deed; and
  - (iii) provide all reasonable assistance to the IDAR Panel in fulfilling its function(s) in respect of the carrying out or procuring of the OSD Works including providing all information it reasonably requests.

##### 2.2 Consultation

- (a) **(Notice of Issue)** Where a Dispute arises, the Dispute must be notified to the IDAR Panel by written notice of the issues in Dispute (**Notice of Issue**) from the dissatisfied party (**Party A**) to the IDAR Panel and the other party (**Party B**). The Notice of Issue must:
  - (i) provide brief particulars of the issues in Dispute; and

- (ii) be issued within 10 Business Days after Party A first became aware of the fact, matter or thing on which the Dispute is based.
- (b) **(Selection of Nominated Member)** Within 2 Business Days of the Notice of Issue, the parties must agree upon a member of the IDAR Panel (**Nominated Member**) to review the Dispute. If:
  - (i) the parties fail to reach such agreement within 2 Business Days; or
  - (ii) the Nominated Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,the Chair must nominate a replacement Nominated Member within a further 2 Business Days.
- (c) **(Replacement of Nominated Member)** If a replacement Nominated Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the Chair must nominate a further replacement Nominated Member within a further 2 Business Days. The Chair cannot nominate itself as the Nominated Member.
- (d) **(Appointment by Resolution Institute)** If a further replacement Nominated Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the process in clause 2.2(c) of part A of this Schedule A8 will be reapplied until there are no IDAR Panel members to accept the appointment, in which case the Chair must request the Resolution Institute to appoint a replacement member. This appointment will be final and conclusive.
- (e) **(Parties to consult)** Within 3 Business Days of the appointment of the Nominated Member, the Nominated Member must convene at least one meeting (**Consultation**) to facilitate genuine and good faith negotiations with a view to:
  - (i) resolving the Dispute; and
  - (ii) clarifying and narrowing the issues in Dispute, in the event that the Dispute is not resolved.
- (f) **(Attendees)** Each Consultation will be attended by:
  - (i) the Nominated Member;
  - (ii) the Principal's Representative;
  - (iii) the PS Developer's Representative; and
  - (iv) other persons as agreed between the Principal's Representative and the PS Developer's Representative.
- (g) **(Conclusion of Consultation)** The Nominated Member will advise the parties in writing once the Consultation process has concluded.
- (h) **(Failure to notify in time is breach)** A failure to comply with clause 2.2(a) of part A of this Schedule A8 will be treated as a breach of this deed by the relevant party.

## 2.3 Recommendation

- (a) **(Notification of Recommendation)** Within 5 Business Days of the conclusion of Consultation, the Nominated Member must notify the parties in writing of its non-binding recommendation as to:
- (i) the formulation of the issues in Dispute;
  - (ii) the most appropriate Expert(s) to be appointed to determine the Dispute pursuant to clause 2.4 of part A of this Schedule A8; and
  - (iii) whether the Dispute is not suitable for expert determination and should be determined by litigation pursuant to court proceedings,

**(Recommendation).**

- (b) **(Referral to expert determination)** Subject to clause 2.3(d) of part A of this Schedule A8, if the Dispute is not resolved within the later of:
- (i) 5 Business Days of the Recommendation; and
  - (ii) 15 Business Days of the Notice of Issue,

Party A must refer those parts of the Dispute that remain unresolved to expert determination by notice to Party B (with a copy to the IDAR Panel) within 20 Business Days after the later of (i) and (ii) above or such other period of time as agreed between the parties **(Notice of Dispute)**.

- (c) **(Requirements of Notice)** The Notice of Dispute must:
- (i) be in writing;
  - (ii) state that it is a Notice of Dispute under clause 2.3(b) of part A of this Schedule A8; and
  - (iii) include or be accompanied by reasonable particulars of those parts of the Dispute including:
    - (A) references to any:
      - (aa) provisions of this deed; and
      - (bb) acts or omissions of any person, relevant to the Dispute;
    - (B) the relief sought and the basis for claiming the relief sought; and
    - (C) copies of, or relevant extracts from, any documents in support of the claim.
- (d) **(Parties may accept Recommendations)** If the Nominated Member makes a Recommendation:
- (i) under clause 2.3(a)(ii) of part A of this Schedule A8, the parties may accept the recommendation or clause 2.4(a) of part A of this Schedule A8 will apply; or
  - (ii) under clause 2.3(a)(iii) of part A of this Schedule A8, that the Dispute is not suitable for expert determination, the parties may agree to have the Dispute determined by litigation pursuant to court proceedings however if the parties have

not so agreed within 5 Business Days of the Recommendation, clause 2.4 of part A of this Schedule A8 will apply.

#### 2.4 Expert determination

- (a) **(Expert determination in accordance with Rules)** Any Dispute which is referred to expert determination by a Notice of Dispute will be conducted in accordance with the Resolution Institute's Expert Determination Rules, as modified by Annexure 1 of this Schedule A8.
- (b) **(Provision of information)** Both parties must promptly make available to the Expert all such additional information, access to the Construction Site and other relevant places and all appropriate facilities, as the Expert may require for the purposes of making a determination on the Dispute.
- (c) **(Exclusion of Proportionate liability regime)** The parties agree that, to the extent permitted by law:
  - (i) the powers conferred and restrictions imposed on a court by Part 4 of the *Civil Liability Act 2002* (NSW) are not conferred on the Expert; and
  - (ii) the Expert has no power to make a binding or non-binding determination or any award in respect of a Dispute by applying or considering the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provisions in any other state or territory) which might, in the absence of this provision, have applied to any Dispute referred to expert determination.
- (d) **(Expert to give determination)** Within 50 Business Days after the Expert has been appointed, or within such other period as may be proposed by the Expert and approved by both parties, the Expert must give its determination in writing, which must be reasoned and must state that it is given under this clause 2.4 of part A of this Schedule A8. The determination will be immediately binding on both parties, who must give effect to it unless and until it is revised, overturned or otherwise changed by written agreement between the parties or a court judgment pursuant to part A of this Schedule A8.

#### 2.5 Notice of dissatisfaction

- (a) **(Notice of Dissatisfaction)** If:
  - (i) either party is dissatisfied with a determination made by an Expert under clause 2.4 of part A of this Schedule A8, then either party may, within 10 Business Days after receiving the determination, give notice to the other party of its dissatisfaction; or
  - (ii) an Expert fails to give its determination within a period of 50 Business Days after the Expert has been appointed by the parties (or within such other period as may be proposed by the Expert and approved by both parties), then either party may, within 10 Business Days after this period has expired, give a notice to the other party of its dissatisfaction,

**(Notice of Dissatisfaction).**
- (b) **(Requirements of Notice)** A Notice of Dissatisfaction issued under clause 2.5 of part A of this Schedule A8 must:
  - (i) state that it is given under clause 2.5 of part A of this Schedule A8; and
  - (ii) set out the matter in Dispute and the reason(s) for dissatisfaction.

- (c) **(Restriction on commencement of proceedings)** Except as stated in clause 2.3(d)(ii) of part A of this Schedule A8, neither party will be entitled to commence court proceedings in respect of the Dispute unless a Notice of Dissatisfaction has been given in accordance with this clause 2.5 of part A of this Schedule A8.

**2.6 Final and binding decision**

- (a) **(Determination to become binding)** If an Expert has made a determination as to a Dispute, and no Notice of Dissatisfaction has been given by either party under clause 2.5 of part A of this Schedule A8, within 10 Business Days after it received the Expert's determination, the determination will become final and binding upon both parties.
- (b) **(No challenge of binding determination)** Once a determination of an Expert has become final and binding under clause 2.6(a) of part A of this Schedule A8, neither party will be entitled to challenge the determination on any basis.

**2.7 Payments**

The Principal may withhold payment of that part of any amount which is the subject of a Dispute.

**2.8 PS Developer to continue performing obligations**

Despite the existence of any Dispute, the PS Developer must:

- (a) continue to procure the OSD Works; and
- (b) perform its other obligations under this deed.

**2.9 Urgent relief**

Nothing in this clause 2 of part A of Schedule A8 will prejudice:

- (a) the right of a party to seek urgent injunctive or declaratory relief from a court; or
- (b) the Principal from making an application to the court pursuant to sections 415E, 434K and 451F of the Corporations Act, when enacted, or an equivalent provision under any Law.

**2.10 Dispute under related contracts**

The parties acknowledge and agree that:

- (a) the provisions of part A of this Schedule A8 will not apply to any dispute, difference, controversy or claim between the parties which is to be resolved under a Cooperation and Integration Deed; and
- (b) the parties will be bound by the outcome of any dispute, difference, controversy or claim between the parties which is resolved pursuant to a Cooperation and Integration Deed.

**2.11 Survive termination**

This part A of Schedule A8 will survive termination of this deed.

**PART B – PROCEDURE FOR DISPUTES ARISING AFTER THE STATION DATE OF COMPLETION**

**1. DEFINITIONS**

In this part B of Schedule A8:

**Consultation** has the meaning given in clause 2.1(b) of part B of this Schedule A8.

**Notice of Dispute** means a notice given under clause 2.2(b) of part B of this Schedule A8.

**Notice of Issue** means a notice given under clause 2.1(a) of part B of this Schedule A8.

**2. DISPUTE PROCEDURE**

**2.1 Consultation – Project Control Group**

(a) **(Notice of Issue)** Where a Dispute arises, the Dispute must be notified to the Project Control Group by written notice of the issues in Dispute (**Notice of Issue**) from the dissatisfied party (**Party A**) to the other party (**Party B**) and each other member of the Project Control Group. The Notice of Issue must:

- (i) provide brief particulars of the issues in Dispute; and
- (ii) be issued within 5 Business Days of the earlier of the date on which:
  - (A) Party A first became aware of; and
  - (B) Party A ought reasonably to have become aware of,the fact, matter or thing on which the Dispute is based.

(b) **(Parties to consult)** Within 10 Business Days after the date of the Notice of Issue, the Project Control Group must meet (**Consultation**) to undertake genuine and good faith negotiations with a view to:

- (i) resolving the Dispute; or
- (ii) clarifying and narrowing the issues in Dispute in the event that the Dispute is not resolved.

(c) **(Failure to comply is a breach)** A failure to comply with clause 2.1(a) of part B of this Schedule A8 will be treated as a breach of this deed by the relevant party.

(d) **(Referral to executive negotiation)** If the Dispute is not resolved within 15 Business Days of the Notice of Issue, Party A must refer those parts of the Dispute that remain unresolved to executive negotiation in accordance with clause 2.2 of part B of this Schedule A8 by notice to Party B.

**2.2 Executive negotiation**

(a) **(Referral to executive negotiation)** If the Dispute is not resolved by Consultation, the Dispute must be referred to the Executive Negotiators and the Executive Negotiators must, within 20 Business Days after the date on which the Notice of Issue was given, meet and undertake genuine and good faith negotiations with a view to:

- (i) resolving the Dispute; and
- (ii) agreeing on a procedure to resolve the Dispute in the event that it is not resolved.

(b) **(Referral to expert determination)** If the Executive Negotiators:

- (i) have not resolved the Dispute; and
- (ii) have not reached agreement on a procedure to resolve the Dispute,

within 20 Business Days after the date on which the Notice of Issue was given (or such longer period of time as the parties agree in writing) then, whether or not the Executive Negotiators have met and undertaken negotiations, Party A must refer those parts of the Dispute that remain unresolved to expert determination by notice to Party B (**Notice of Dispute**).

(c) **(Requirements of Notice)** The Notice of Dispute must:

- (i) be in writing;
- (ii) state that it is a Notice of Dispute under clause 2.2(b) of part B of this Schedule A8; and
- (iii) include or be accompanied by reasonable particulars of those parts of the Dispute including:
  - (A) references to any:
    - (aa) provisions of this deed; and
    - (bb) acts or omissions of any person, relevant to the Dispute;
  - (B) the relief sought and the basis for claiming the relief sought; and
  - (C) include copies of, or relevant extracts from, any documents in support of the claim.

2.3 **Expert determination**

- (a) **(Expert determination in accordance with Rules)** Any Dispute which is referred to expert determination under clause 2.2(b) of part B of this Schedule A8 will be conducted in accordance with the Resolution Institute's Expert Determination Rules, as modified by Annexure 1 of this Schedule A8.
- (b) **(Provision of information)** Both parties must promptly make available to the Expert all such additional information, access to the Construction Site and other relevant places and all appropriate facilities, as the Expert may require for the purposes of making a determination on the Dispute.
- (c) **(Exclusion of Proportionate liability regime)** The parties agree that, to the extent permitted by law:
  - (i) the powers conferred and restrictions imposed on a court by Part 4 of the *Civil Liability Act 2002* (NSW) are not conferred on the Expert; and
  - (ii) the Expert has no power to make a binding or non-binding determination or any award in respect of a Dispute by applying or considering the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provisions in any other state or territory) which might, in the absence of this provision, have applied to any Dispute referred to expert determination.
- (d) **(Expert to give determination)** Within 50 Business Days after the Expert has been appointed, or within such other period as may be proposed by the Expert and approved

by both parties, the Expert must give its determination in writing, which must be reasoned and must state that it is given under this clause 2.3 of part B of this Schedule A8. The determination will be immediately binding on both parties, who must give effect to it unless and until it is revised, overturned or otherwise changed in an amicable settlement or a court judgment or an arbitral award made in court proceedings or an arbitration pursuant to part B of this Schedule A8.

#### 2.4 Notice of dissatisfaction

(a) **(Notice of Dissatisfaction)** If:

- (i) either party is dissatisfied with a determination made by an Expert under clause 2.3 of part B of this Schedule A8, then either party may, within 10 Business Days after receiving the determination, give notice to the other party of its dissatisfaction; or
- (i) an Expert fails to give its determination within a period of 50 Business Days after the Expert has been appointed by the parties (or within such other period as may be proposed by the Expert and approved by both parties), then either party may, within 10 Business Days after this period has expired, give a notice to the other party of its dissatisfaction,

**(Notice of Dissatisfaction).**

(b) **(Requirements of Notice)** A Notice of Dissatisfaction issued under clause 2.4 of part B of this Schedule A8 must:

- (i) state that it is given under clause 2.4 of part B of this Schedule A8; and
- (ii) set out the matter in Dispute and the reason(s) for dissatisfaction.

(c) **(Restriction on commencement of proceedings)** Neither party will be entitled to commence court proceedings or arbitration in respect of the Dispute unless a Notice of Dissatisfaction has been given in accordance with this clause 2.4 of part B of this Schedule A8.

#### 2.5 Final and binding decision

(a) **(Determination to become binding)** If an Expert has made a determination as to a Dispute, and no Notice of Dissatisfaction has been given by either party under clause 2.4 of part B of this Schedule A8, within 10 Business Days after it received the Expert's determination, the determination will become final and binding upon both parties.

(b) **(No challenge of binding determination)** Once a determination of an Expert has become final and binding under clause 2.5(a) of part B of this Schedule A8, neither party will be entitled to challenge the determination on any basis.

#### 2.6 Litigation or arbitration

(a) **(Principal's discretion)** The Principal (in its absolute discretion) may within 5 Business Days after issuing or receiving a Notice of Dissatisfaction issue a notice to the PS Developer stating that the Dispute is to be determined by litigation pursuant to court proceedings.

(b) **(Failure to issue notice)** If the Principal does not issue such a notice within the 5 Business Day period, the Dispute will be referred to arbitration.

## 2.7 Arbitration rules

- (a) **(ACICA Arbitration Rules)** Any arbitration conducted in relation to a Dispute will be conducted in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration known as the ACICA Arbitration Rules.
- (b) **(Seat in Sydney)** The seat of the arbitration will be Sydney, Australia.
- (c) **(Arbitration in English)** The language of the arbitration will be English.
- (d) **(Purpose and conduct)** The parties agree that:
  - (i) they have chosen arbitration for the purposes of achieving a just, quick and cost-effective resolution of any Dispute;
  - (ii) any arbitration conducted pursuant to this clause will not necessarily mimic court proceedings and the practices of those courts will not regulate the conduct of the proceedings before the arbitral tribunal; and
  - (iii) in conducting the arbitration, the arbitral tribunal must take into account the matters set out above, particularly in deciding issues such as:
    - (A) the number of written submissions that will be permitted;
    - (B) where appropriate, the length of written submissions;
    - (C) the extent of document discovery permitted, if any;
    - (D) the consolidation of proceedings, when requested;
    - (E) the joinder of parties, when requested;
    - (F) the length of any hearing, if any; and
    - (G) the number of experts, if any, each party is permitted to appoint.
- (e) **(Arbitrator's powers)** The parties agree that:
  - (i) subject to clause 2.8 of part B of this Schedule A8, the arbitral tribunal will have the power to grant all legal, equitable and statutory remedies, except punitive damages; and
  - (ii) section 24 of the *International Arbitration Act 1974* (Cth) will apply in an international arbitration context.
- (f) **(Joinder)** The arbitral tribunal has the power, on the application of any party to this arbitration agreement, to allow a third party who the arbitral tribunal considers has a sufficient interest in the outcome of the arbitration to be joined in the arbitration as a party. Each party hereby consents to such joinder. In the event of such joinder of parties in the arbitration, the arbitral tribunal has the power to make a single final award, or separate awards, in respect of all parties so joined in the arbitration.
- (g) **(Award is final and binding)** Any award of the arbitral tribunal will be final and binding upon the parties.
- (h) **(Governing law)** This arbitration agreement will be governed by and must be construed according to the laws applying in New South Wales.

**2.8 Exclusion from determination or award**

- (a) **(Exclusion of Proportionate liability regime)** The powers conferred and restrictions imposed on a court by Part 4 of the *Civil Liability Act 2002* (NSW) are not conferred on an arbitral tribunal appointed in accordance with part B of this Schedule A8.
- (b) **(Arbitral tribunal may not apply Part 4)** The arbitral tribunal has no power to make a binding or non-binding determination or any award in respect of a claim by applying or considering the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provisions in any other state or territory) which might, in the absence of this provision, have applied to any Dispute referred to the arbitral tribunal.

**2.9 Payments**

The Principal may withhold payment of that part of any amount which is the subject of a Dispute.

**2.10 PS Developer to continue performing obligations**

Despite the existence of any Dispute, the PS Developer must:

- (a) continue to procure the OSD Works; and
- (b) perform its other obligations under this deed.

**2.11 Urgent relief**

Nothing in this clause 2 of part B of Schedule A8 will prejudice:

- (a) the right of a party to seek urgent injunctive or declaratory relief from a court; or
- (b) the Principal from making an application to the court pursuant to sections 415E, 434K and 451F of the Corporations Act, when enacted, or an equivalent provision under any Law.

**2.12 Dispute under related contracts**

The parties acknowledge and agree that:

- (a) the provisions of part B of this Schedule A8 will not apply to any dispute, difference, controversy or claim between the parties which is to be resolved under a Cooperation and Integration Deed; and
- (b) the parties will be bound by the outcome of any dispute, difference, controversy or claim between the parties which is resolved pursuant to a Cooperation and Integration Deed.

**2.13 Survive termination**

This part B of Schedule A8 will survive termination of this deed.

## **ANNEXURE 1: Modification to the Expert Determination Rules**

Pursuant to Rule 4(2)(b) of the Resolution Institute Expert Determination Rules (**Rules**), the parties agree to modify the application of the Rules as follows:

Modifications are underlined or struck out.

### **RULE 1 Definitions**

"Business Days" means any day in New South Wales other than a Saturday, Sunday or public holiday or 27, 28, 29, 30 or 31 December.

"IDAR Panel Agreement" means the agreement titled "Independent Dispute Avoidance and Resolution Panel Agreement" between the Principal, the Members, the PS Developer, and any other party that accedes to the agreement from time to time.

"Member" has the meaning given in the IDAR Panel Agreement.

"Relevant Proportionate Liability Legislation" means:

- (a) Part IV of the Civil Liability Act 2002 (NSW);
- (b) Part IVAA of the Wrongs Act 1958 (Vic);
- (c) Chapter 2, Part 2 of the Civil Liability Act 2003 (Qld);
- (d) Part 1F of the Civil Liability Act 2002 (WA);
- (e) the Proportionate Liability Act 2005 (NT);
- (f) Chapter 7A of the Civil Law (Wrongs) Act 2002 (ACT);
- (g) Part 3 of the Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001 (SA);
- (h) Part 9A of the Civil Liability Act 2002 (Tas); and
- (i) any Regulations enacted pursuant to the Acts listed in (a)-(h) above.

"Relevant Security of Payment Legislation" means:

- (a) the Building and Construction Industry Security of Payment Act 1999 (NSW);
- (b) the Building and Construction Industry Security of Payment Act 2002 (Vic);
- (c) the Building and Construction Industry Payments Act 2004 (Qld);
- (d) the Construction Contracts Act 2004 (WA);
- (e) the Construction Contracts (Security of Payment) Act 2004 (NT);
- (f) the Building and Construction Industry (Security of Payment) Act 2009 (ACT);
- (g) the Building and Construction Industry Security of Payment Act 2009 (SA);
- (h) the Building and Construction Industry Security of Payment Act 2009 (Tas); and
- (i) any Regulations enacted pursuant to the Acts listed in (a)-(h) above.

"Subject-Matter Expert" means those persons listed in Schedule 3 to the IDAR Panel Agreement.

"OSD PDA" means the deed titled "Pitt Street Integrated Station Development - Over Station Development Project Delivery Agreement (South OSD)" (Contract No: 506) between the Principal and the PS Developer dated [*insert*].

## **RULE 2 Appointment of the Expert**

1. Unless otherwise agreed in writing by the parties, the Process shall be conducted:
  - a. if the Notice of Dispute is given before the Station Date of Completion:
    - i. by a Member or a Subject-Matter Expert ~~person~~ agreed between the parties; or
    - ~~ii.~~ if the parties are unable to agree on the identity of the person to be appointed within 3 Business Days of Party A giving Party B a Notice of Dispute, by a Member or a Subject Matter Expert nominated by the Australian Centre for International Commercial Arbitration (ACICA),  
who accepts appointment as Expert.
  - b. if the Notice of Dispute is given after the Station Date of Completion:
    - i. by a person agreed between the parties; or
    - ii. if the parties are unable to agree on the identity of the person to be appointed within 3 Business Days of Party A giving Party B a Notice of Dispute, by a person nominated by ACICA, [Note: "Notice of Dispute" is defined in Rule A1(2) of the Expert Determination Rules.]  
who accepts appointment as Expert.
2. Rule 2.2 is deleted in its entirety.
3. [no modification]
4. [no modification]
5. [no modification]

## **RULE 3 Agreement to be bound**

1. [no modification]
2. Rule 3.2 is deleted in its entirety.

## **RULE 5 Role of the Expert**

1. The Expert shall determine the Dispute as an expert in accordance with these Rules, the OSD PDA, the requirements of procedural fairness and according to law.
2. [no modification]
3. [no modification]
4.
  - a. The Expert shall be independent of, and act fairly and impartially as between the parties, giving each a reasonable opportunity of putting its case and dealing with that of any opposing party, and a reasonable opportunity to make submissions on the conduct of the Process.
  - b. The Expert must take all reasonable steps to avoid any conflict of interest, potential conflict of interest or other circumstances that might reasonably be considered to

adversely affect the Expert's independence or capacity to act fairly and impartially in relation to the Dispute.

c. If at any time during the Process, the Expert becomes aware of any circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly or impartially in relation to the Dispute, the Expert must inform the parties immediately.

d. The Expert's mandate will be terminated 7 days after the notice is provided by the Expert under Rule 5.4(c), unless the parties agree otherwise.

5. [no modification]

#### **RULE 9 Conduct of the Process**

1. [no modification]

2. [no modification]

3. ~~If The parties agree in writing (in the Agreement or otherwise), that the procedure in Schedule B shall~~ will apply.

4. The rules of evidence do not apply to the Process.

#### **RULE 10 The Expert's Determination**

1. ~~As soon as reasonably practicable after receiving the submissions and evidentiary material from the parties pursuant to Rule 9~~ The Expert shall determine the Dispute between the parties and notify such determination in writing to the parties within the time period specified in the OSD PDA.

2. [no modification]

3. ~~Subject to any rule of law or equity or written agreement of the parties to the contrary, Unless otherwise agreed by the parties,~~ the Expert's determination:

a. may include for the payment of interest on any monetary sum determined, in such amount as the Expert considers reasonable;

b. must allow for any amount already paid to a party under or for the purposes of any Relevant Security of Payment Legislation;

c. may make such orders as he or she considers appropriate for the restitution of any amount so paid, and such other orders as he or she considers appropriate; and

d. to the extent permitted by law, will not apply or have regard to the provisions of any Relevant Proportionate Liability Legislation.

4. [no modification]

#### **RULE 12 Waiver of Right to Object**

Rule 12 is deleted in its entirety.

#### **RULE 14 Extension of Limitation Period**

Rule 14 is deleted in its entirety.

#### **SCHEDULE B**

1. The reference to "twenty one (21) days" is replaced by "ten Business Days".

2. The reference to "twenty one (21) days" is replaced by "twenty Business Days".
3. The reference to "twenty one (21) days" is replaced by "five Business Days".
4. [no modification]
5. [no modification]
6. [no modification]
7. [no modification]
8. [no modification]

## SCHEDULE A9. – DESIGN DEVELOPMENT PROCEDURE

(Clause 4)

### 1. PS DEVELOPER APPLICATION DESIGN DOCUMENTATION

#### 1.1 Submission

The PS Developer must submit to the Principal's Representative each of the PS Developer Application Design Documentation packages at least [REDACTED] before the date that the PS Developer intends to lodge the relevant PS Developer Application with the Consent Authority.

#### 1.2 Principal's right to review

The Principal's Representative may, within [REDACTED] after receiving the PS Developer Application Design Documentation submitted pursuant to clause 1.1 of this Schedule A9:

- (a) **(Principal may review)** review the PS Developer Application Design Documentation; and
- (b) **(notification of non-compliance)** notify the PS Developer in writing if it considers that the PS Developer Application Design Documentation does not comply with:
  - (i) the OSD Design Parameters; or
  - (ii) Schedule C6 (*PS Developer's Tender Design Development*).

#### 1.3 Non-compliance of PS Developer Application Design Documentation

- (a) **(PS Developer to amend or respond)** If the Principal's Representative notifies the PS Developer under clause 1.2(b) of this Schedule A9 that the PS Developer Application Design Documentation does not comply with the OSD Design Parameters or Schedule C6 (*PS Developer's Tender Design Development*) (as applicable), the PS Developer must:
  - (i) promptly amend the PS Developer Application Design Documentation to address the OSD Design Parameter or Schedule C6 (*PS Developer's Tender Design Development*) (as applicable) non-compliance and resubmit it to the Principal, in which case the process in clause 1 of this Schedule A9 will reapply to the amended elements of the PS Developer Application Design Documentation; or
  - (ii) provide the Principal's Representative with a notice setting out its objection to the Principal's Representative's notice provided under clause 1.2(b) of this Schedule A9, together with its reasons.
- (b) **(Parties must meet)** If the PS Developer issues a notice to the Principal's Representative under clause 1.3(a)(ii) of this Schedule A9, the parties must meet to seek to resolve the disagreement within 5 Business Days of the PS Developer's notice.

## 2. FINAL DESIGN STAGE DOCUMENTATION

### 2.1 Submission

- (a) **(Submission)** The PS Developer must submit to the Principal's Representative the Final Stage Design Documentation at least 40 Business Days before the PS Developer intends for construction of the OSD Works to commence.
- (b) **(Progressive submission)** The Final Stage Design Documentation may be prepared by the PS Developer and submitted to the Principal's Representative pursuant to clause 2.1(a) of this Schedule A9 progressively. The provisions of clause 2 of this Schedule A9 apply separately to each package of the Final Stage Design Documentation submitted by the PS Developer pursuant to clause 2.1(a) of this Schedule A9.

### 2.2 Principal's right to review

The Principal's Representative may, within 20 Business Days of receipt of the Final Stage Design Documentation submitted pursuant to clause 2.1 of this Schedule A9:

- (a) **(Principal may review)** review the Final Stage Design Documentation; and
- (b) **(Principal may reject or not reject)** by notice to the PS Developer, either:
  - (i) reject the Final Stage Design Documentation (with detailed reasons) if it considers that the Final Stage Design Documentation does not comply with:
    - (A) the OSD Design Parameters; or
    - (B) Schedule C6 (*PS Developer's Tender Design Development*); or
  - (ii) confirm that the Final Stage Design Documentation is not rejected.

### 2.3 Rejection of Final Stage Design Documentation

- (a) **(PS Developer to amend or respond)** If the Principal's Representative gives the PS Developer a notice under clause 2.2(b)(i) of this Schedule A9, the PS Developer must:
  - (i) promptly amend the Final Stage Design Documentation to address the OSD Design Parameter or Schedule C6 (*PS Developer's Tender Design Development*) (as applicable) non-compliance and resubmit it to the Principal, in which case the process in clause 2 of this Schedule A9 will re-apply to the amended elements of the Final Stage Design Documentation; or
  - (ii) provide the Principal's Representative with a notice setting out its objection to the Principal's Representative's notice under clause 2.2(b)(i) of this Schedule A9, together with its reasons.
- (b) **(Parties must meet)** If the PS Developer issues a notice to the Principal's Representative under clause 2.3(a)(ii) of this Schedule A9, the parties must meet to seek to resolve the disagreement within 5 Business Days of the PS Developer's notice.

### 3. OTHER LEVELS OF OSD DESIGN DOCUMENTATION

#### 3.1 Submission

- (a) **(PS Developer to submit)** The Principal's Representative may, pursuant to clause 4.4(a) (*OSD Design Documentation*), request that the PS Developer submit to the Principal the Final Stage Design Documentation when such documentation is at the 50% level of completed design and at the 75% level of completed design.
- (b) **(PS Developer may submit)** If the Principal's Representative does not issue a request pursuant to clause 4.4(a) (*OSD Design Documentation*), the PS Developer may elect to submit to the Principal the OSD Design Documentation but only when the Final Stage Design Documentation is at least at the 50% level of completed design and the 75% level of completed design.
- (c) **(Progressive submission)** The OSD Design Documentation referred to in clause 3.1(a) of this Schedule A9 may be prepared by the PS Developer and submitted to the Principal's Representative pursuant to clause 3.1(a) or clause 3.1(b) of this Schedule A9 (as applicable) progressively.
- (d) **(Separate application)** The provisions of clause 3 of this Schedule A9 apply separately to each package of the OSD Design Documentation submitted by the PS Developer pursuant to clause 3.1(a) or clause 3.1(b) of this Schedule A9.

#### 3.2 Principal's right to review

The Principal's Representative may, within 20 Business Days after receipt of the relevant level of Final Stage Design Documentation submitted pursuant to clause 3.1 of this Schedule A9:

- (a) **(Principal may review)** review the Final Stage Design Documentation; and
- (b) **(notification of non-compliance)** notify the PS Developer in writing if it considers that the Final Stage Design Documentation does not comply with:
  - (i) the OSD Design Parameters; or
  - (ii) Schedule C6 (*PS Developer's Tender Design Development*).

#### 3.3 Non-compliance of Final Stage Design Documentation

If the Principal's Representative notifies the PS Developer under clause 3.2(b) of this Schedule A9 that the relevant Final Stage Design Documentation does not comply with the OSD Design Parameters or Schedule C6 (*PS Developer's Tender Design Development*) (as applicable):

- (a) **(PS Developer to respond)** the PS Developer:
  - (i) must within 20 Business Days after receiving such notice, give the Principal's Representative a written response:
    - (A) which explains how the PS Developer will address the OSD Design Parameter or Schedule C6 (*PS Developer's Tender Design Development*) (as applicable) non-compliance in sufficient detail to satisfy the Principal's Representative that compliance with the OSD Design Parameters or Schedule C6 (*PS Developer's Tender Design Development*) (as applicable) will be achieved prior to submitting the

Final Stage Design Documentation under clause 2.1 of this Schedule A9; or

- (B) provide the Principal's Representative with a notice setting out its objection to the Principal's Representative's notice under clause 3.2(b) of this Schedule A9, together with its reasons; and
- (ii) the PS Developer must, prior to submitting the Final Stage Design Documentation under clause 2.1 of this Schedule A9, give the Principal's Representative a written statement which explains how the OSD Design Parameter non-compliance has been addressed; and
- (b) **(parties must meet)** if the PS Developer issues a notice to the Principal's Representative under clause 3.3(a)(i)(B) of this Schedule A9, the parties must meet to seek to resolve the disagreement within 5 Business Days of the PS Developer's notice.

#### 4. GENERAL

##### 4.1 Commencement of review period

The review periods in clause 1.2, clause 2.2 and clause 3.2 of this Schedule A9 do not commence until such time as the PS Developer has provided the Principal's Representative with a full and complete copy of the relevant package of OSD Design Documentation.

##### 4.2 No obligation to review

If the Principal's Representative does not give the PS Developer a notice under clause 1.2(b), clause 2.2(b) or clause 3.2(b) of this Schedule A9 (as applicable) within the 20 Business Day time period, the PS Developer may use and proceed with the relevant OSD Design Documentation at its own risk.

**SCHEDULE A10. – NGER LEGISLATION**

(Clause 6.8)

**1. NGER LEGISLATION**

**1.1 Definitions**

In this Schedule A10:

**Emissions and Energy Data** means any other data, information, records and reports:

- (a) of the type that a registered corporation or any other person is required by the NGER Legislation to keep or to provide to the Clean Energy Regulator concerning greenhouse gas emissions, energy production or energy consumption;
- (b) of the type that a registered corporation or any other person is entitled to provide to the Clean Energy Regulator under the NGER Legislation concerning reduction of greenhouse gas emissions, removal of greenhouse gases or offsets of greenhouse gas emissions from any greenhouse gas project; and
- (c) concerning environmental emissions or energy production, use, consumption or efficiency of the type that any person is required by any other Law to keep or to provide to any Authority.

**1.2 Compliance with NGER Legislation**

The PS Developer acknowledges and agrees that:

- (a) if the OSD Works constitute a "facility" within the meaning of the NGER Legislation, then for the purposes of the NGER Legislation, it has operational control of that facility or facilities and will comply with any obligations arising in respect of the OSD Works under the NGER Legislation;
- (b) if, for the purpose of the NGER Legislation, the PS Developer is not taken to have operational control of the facility or facilities referred to in clause 1.2(a) of this Schedule A10:
  - (i) the PS Developer must comply with any obligations arising under the NGER Legislation in respect of the OSD Works as if it was the person with operational control of such facility or facilities; and
  - (ii) where section 11B(1) of the NGER Legislation applies, the PS Developer agrees that on written request by the Principal, the parties will, for the purposes of the NGER Legislation, jointly nominate the PS Developer as the person with operational control of such facility or facilities (with such nomination continuing until the completion of the OSD Works) and will do all things reasonably necessary to give effect to such nomination (including providing all relevant information and completing and executing all relevant documents and forms);
- (c) if, despite the operation of clause 1.2(a) and clause 1.2(b) of this Schedule A10, the Principal incurs, or but for this clause would incur, a liability under or in connection with the NGER Legislation as a result of or in connection with the OSD Works, and the NGER Legislation provides:
  - (i) that such liability can be transferred by the Principal to the PS Developer; or
  - (ii) for a declaration or other mechanism by which the PS Developer can become the person with such liability under the NGER Legislation,

the PS Developer must, on written request by the Principal, do all things reasonably necessary to achieve such outcome (including providing all relevant information and completing and executing all relevant documents and forms);

- (d) the PS Developer must provide the PS Developer's Emissions and Energy Data to the Principal's Representative:
  - (i) at such times as may be agreed by the Principal and the PS Developer, or, if no such agreement is reached, within 10 Business Days after receiving written notice from the Principal indicating that it requires the PS Developer's Emissions and Energy Data to be provided; and
  - (ii) on each occasion that the PS Developer is required to provide the PS Developer's Emissions and Energy Data to an Authority under the NGER Legislation or any other applicable Law;
- (e) the Principal may use the PS Developer's Emissions and Energy Data for any purpose as it sees fit;
- (f) if, despite the operation of clause 1.2(c) of this Schedule A10, the Principal incurs a liability under or in connection with the NGER Legislation as a result of or in connection with the OSD Works:
  - (i) the PS Developer must assist the Principal to comply with the NGER Legislation in relation to any aspect of the OSD Works;
  - (ii) if the Principal notifies the PS Developer in writing that the PS Developer is required to provide the PS Developer's Emissions and Energy Data to the Principal, then the PS Developer must:
    - (A) provide the PS Developer's Emissions and Energy Data to the Principal in the same manner, form and level of detail, based on the same methods and at the same times:
      - (aa) as if the PS Developer were obliged under the NGER Legislation or any other applicable Law to provide Emissions and Energy Data to an Authority and the Principal was that Authority;
      - (bb) in accordance with the requirements or approvals of any Authority and any Directions given by the Principal; and
      - (cc) without limiting clause 1.2(f)(ii)(A)(aa) or clause 1.2(f)(ii)(A)(bb) of this Schedule A10, as required to enable the Principal:
        - (a) to discharge, as and when they fall due, any obligations that it may have to provide the PS Developer's Emissions and Energy Data to any Authority; and
        - (b) to provide to any Authority any of the PS Developer's Emissions and Energy Data concerning any greenhouse gas project;
    - (B) keep all such PS Developer's Emissions and Energy Data required to enable it to discharge its obligations under clause 1.2(f)(ii)(A) of this Schedule A10;
    - (C) retain records of its activities that are the basis of the PS Developer's Emissions and Energy Data for any financial year, for a period of not less

than 7 years from the end of the year in which the relevant activities take place; and

- (D) permit the PS Developer's Emissions and Energy Data to be examined, monitored, measured, copied, audited and verified by any persons appointed or authorised for that purpose by the Principal or any Authority, and co-operate with and provide all reasonable assistance to any such persons, including giving access to premises, plant and equipment, producing and giving access to documents (including any records kept and retained under clause 1.2(f)(ii)(B) and clause 1.2(f)(ii)(C)) of this Schedule A10 and answering questions; and
- (iii) the following applies:
- (A) the PS Developer's Emissions and Energy Data is provided to the Principal:
    - (aa) to discharge any obligations that the Principal may have to provide such Emissions and Energy Data to an Authority; and
    - (bb) so that the Principal may provide to any Authority any of the PS Developer's Emissions and Energy Data concerning any greenhouse gas project;
  - (B) the Principal may provide or otherwise disclose the PS Developer's Emissions and Energy Data to any Authority; and
  - (C) nothing in this Schedule A10 is to be taken as meaning that the Principal has agreed to perform on behalf of the PS Developer, any obligation that the PS Developer itself may have under any legislative requirement regarding the provision of Emissions and Energy Data to any Authority (including any obligation under the NGER Legislation).

**SCHEDULE A11. – PROGRESS REPORTS**

(Clauses 8.10, 20.3, 20.6 and 27.3)

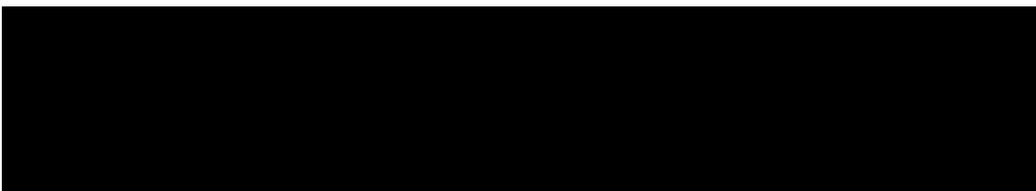
1. **GENERAL**

- (a) During the carrying out of the OSD Works, the PS Developer must provide regular Progress Reports to the Principal's Representative in accordance with this Schedule A11 and this deed.
- (b) Each report must be submitted electronically using the PDCS in accordance with this deed and this Schedule A11.
- (c) Where information is provided to the Principal, including for the purposes of decision making, justification or information, the PS Developer must include all associated and relevant information pertaining to the particular matter and any other information as reasonably requested by the Principal.

2. **PROGRESS REPORTS**

2.1 **Progress Reports - Prior to the Station Date of Completion**

- (a) Prior to the Station Date of Completion, the PS Developer must provide a monthly Progress Report to the Principal's Representative by the first Business Day of each calendar month including progress information to the 25th day of the preceding calendar month and in a dashboard format or as required by the Principal's Representative.
- (b) The Progress Report must include, address and detail the following, relevant to the OSD Works:
  - (i) Each of the sections detailed in Section 4, Appendix F2 of the SWTC, excluding the following:
    - (A) Design;
    - (B) Quality;
    - (C) Risk Management;
    - (D) Environmental Management;
    - (E) Sustainability Report; and
    - (F) Systems Engineering and safety assurance.



(iii) Design

A section covering general progress in design covering key design issues for the period of the report and for the next period.

(iv) Approvals

A section describing the status of each Approval required and key action steps for the next period.

(v) Program

A section summarising the status of the program, key changes since the previous report and key issues for the period ahead.

(vi) Summary of delays and extensions of time

A section summarising the approved and yet to be approved extensions of time and the corresponding adjusted Milestone Dates.

(vii) Modifications and other Delay Events entitling the PS Developer to Delay Costs

A section summarising the approved and yet to be approved Delay Costs arising from Modifications and Delay Events.

(viii) Subdivision

A section summarising the PS Developer's activities in the period of the report and for the next period to ensure compliance with:

(A) the Subdivision Requirements under Schedule D12 (*Subdivision Requirements*) of the Station Delivery Deed;

(B) the Subdivision Principles under Schedule D13 (*Subdivision Principles*) of the Station Delivery Deed; and

(C) the ISD Operations Principles under Schedule D15 (*ISD Operations Principles*) of the Station Delivery Deed.

(c) The content for the OSD Works must be detailed out separately, but can be contained in a single Progress Report with the progress report:

(i) for the OSD Works (North) provided by the PS North Developer under the OSD PDA (North OSD); and / or

(ii) for the Station Project Works provided by the PS Contractor under the Station Delivery Deed.

**2.2 Progress Reports – After the Station Date of Completion**

(a) After the Station Date of Completion, the PS Developer must provide a monthly Progress Report to the Principal's Representative by the first Business Day of each calendar month including progress information to the 25th day of the preceding calendar month and in a dashboard format or as required by the Principal's Representative.

(b) The Progress Report must include, address and detail the following, relevant to the OSD Works:

(i) Executive summary

The executive summary must summarise the key elements of each of the sections listed below in this clause 2.2 of this Schedule A11.



(iii) Program

A program section describing:

- (A) a current four week look-ahead program in Microsoft excel format (.xlsx) and native format identifying current and upcoming OSD Works;

- 
- (C) any act, matter, thing or issue which has or is likely to have a material adverse effect on the progress and completion of the OSD Works, together with detailed particulars on how the PS Developer is dealing with any such issue.

(iv) Health and safety

Details of any:

- (A) accidents or incidents within the Construction Site;
- (B) industrial action; and
- (C) traffic accidents recorded at the Construction Site, or any other locations affected by the OSD Works.

(v) Stakeholder and community involvement

Post Pitt Street Station operational commencement, describe and report on crisis/incident management.

(vi) Design

A section covering general progress in design covering key design issues for the period of the report and for the next period.

(vii) Approvals

A section describing the status of each Approval required and key action steps for the next period.

(viii) Summary of delays and extensions of time

A section summarising the approved and yet to be approved extensions of time and the corresponding adjusted Milestone Dates.

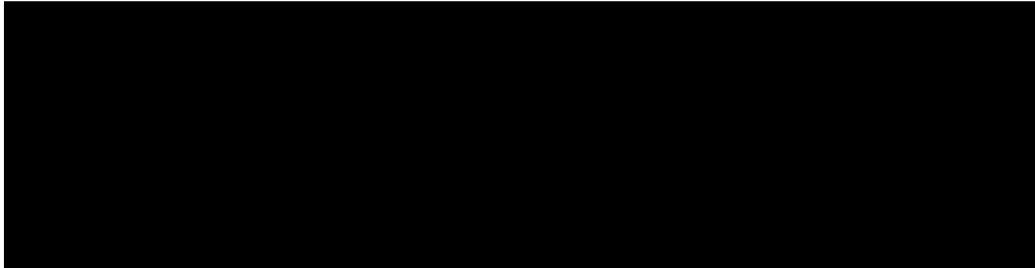
(ix) Modifications and other Delay Events entitling the PS Developer to Delay Costs

A section summarising the approved and yet to be approved Delay Costs arising from Modifications and Delay Events.

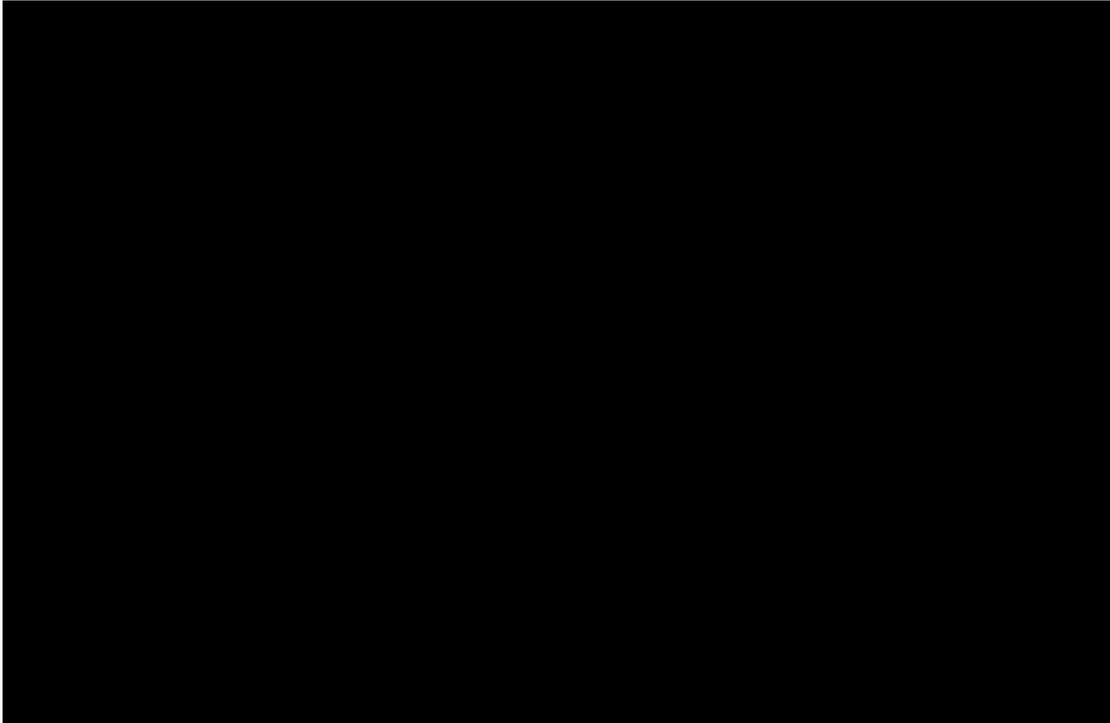
(x) Subdivision

A section summarising the PS Developer's activities in the period of the report and for the next period to ensure compliance with:

- (A) the Subdivision Requirements under Schedule D12 (*Subdivision Requirements*) of the Station Delivery Deed;
- (B) the Subdivision Principles under Schedule D13 (*Subdivision Principles*) of the Station Delivery Deed; and
- (C) the ISD Operations Principles under Schedule D15 (*ISD Operations Principles*) of the Station Delivery Deed.



2.3



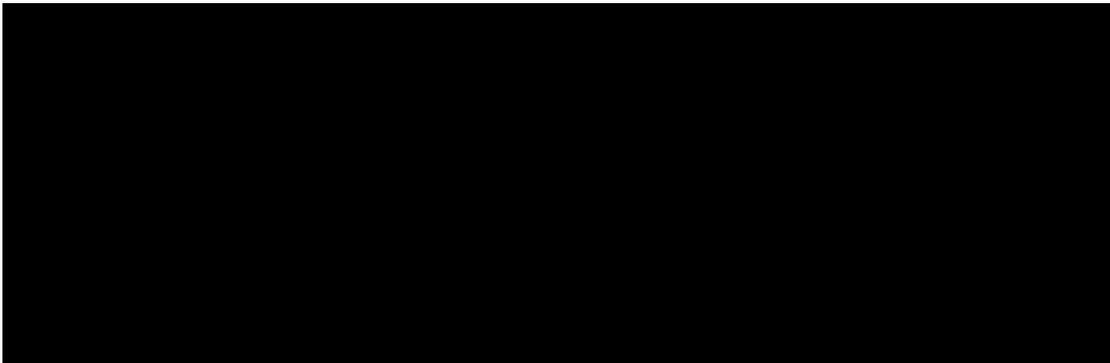
(b)



3. **PS DEVELOPER'S PROGRAM**

3.1 **Program submissions, reviews and updates**

- (a) The PS Developer's Program and updates, including the PS Developer's program section of the Progress Reports, must be submitted to the Principal's Representative for review in accordance with this deed.



(c) The PS Developer's Program must comply with the requirements of clause 3.2 of this Schedule A11.

(d) The PS Developer's Program must include an accompanying written "basis of schedule" narrative which clearly describes how the PS Developer's Program has been developed.

(e) The PS Developer must submit to the Principal's Representative an updated PS Developer's Program which complies with the requirements of clause 3.2 of this Schedule A11 (**Updated PS Developer's Program**) within 20 Business Days after the Date of Substantial Commencement.

3.2 **Program Requirements**

The PS Developer's Program and all its subsequent submissions must meet the following requirements:

- (a) be based upon the PS Developer's Initial Program;
- (b) is a baseline program stateded appropriately or as required by the Principal's Representative;

- (c) be prepared using Oracle Primavera P6 Professional Release 8.3 or its subsequent upgraded version if permitted by the Principal's Representative;
- (d) represent the contractors plans realistically;
- (e) be practicable;
- (f) shows work activities, data and connectors;
- (g) identify the full scope of the OSD Works, including:
  - (i) design, including design integration with the Station Project Works;
  - (ii) Approvals and certifications;
  - (iii) leasing and marketing activities;
  - (iv) staged works, including items such as traffic management, mobilisation, site establishment, interface management, review periods etc.; and
  - (v) construction activities including commissioning and de-mobilisation;
- (h) clearly identify access requirements and activities, including Construction Site access, service outages, public domain access requirements;
- (i) identify all the dates set out in the Agreed OSD Program Dates Schedule and the award of all significant contracts and Subcontracts related to the OSD Works;
- (j) identify all significant external events activities that have a bearing on time required to commence and to complete the OSD Works including dependencies on the Station Project Works delivered under the Station Delivery Deed;
- (k) be based on a time-scaled calendar in units of one week and identify working days, non-working days, shifts, statutory holidays, rostered days off, Christmas shutdown and any other shutdowns;
- (l) contain activities, each having an activity ID, activity description, original duration, start date, finish date and dependencies;
- (m) break down all activities into periods of no greater than four weeks with sufficient details to allow accurate monitoring of the progress of the OSD Works;
- (n) Identify the critical path and near critical path(s) for the dates as set out in the Agreed OSD Program Dates Schedule including assumptions and logic links; and
- (o) the PS Developer's Program must be submitted in electronic format which must include:
  - (i) electronic format for publishing in Adobe Acrobat .pdf files;
  - (ii) native format (.xer); and
  - (iii) layout and filter files (.plf) together with the native format (.xer) files,and allow interrogation by the Principal's Representative.

### 3.3 Program narrative requirements

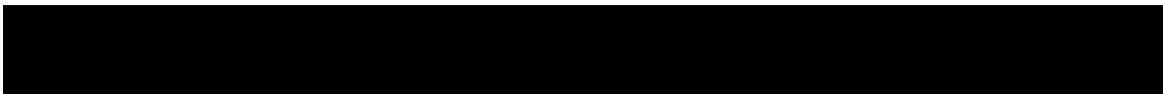
The program narrative required must be provided within 20 Business Days of the first Project Control Group meeting and must be updated prior to Substantial Commencement. The program

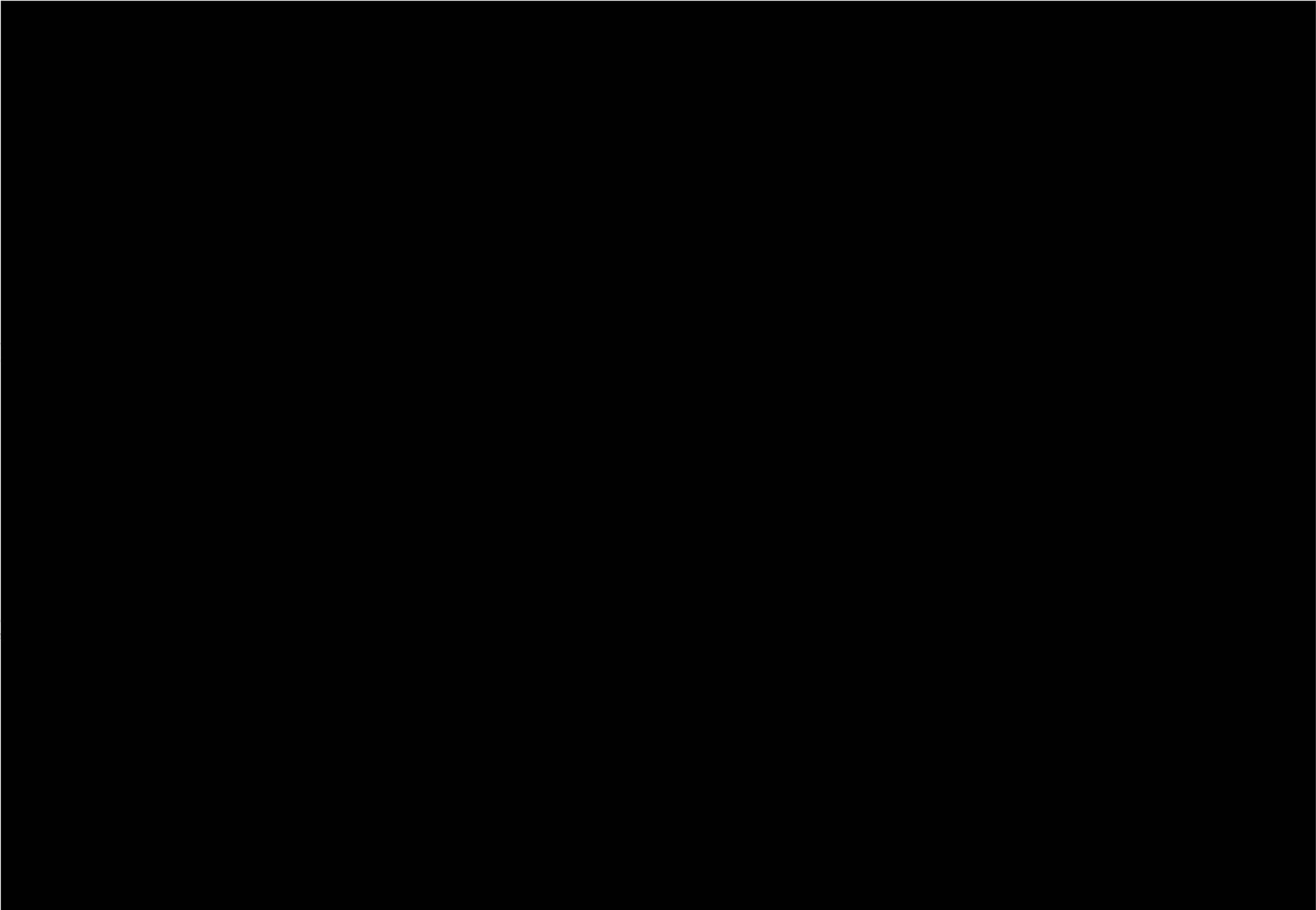
narrative must also be in sufficient detail to enable the durations, leads and lags in the logic diagram to be assessed and to explain any constraints that may exist within the program network logic, and must include the following:

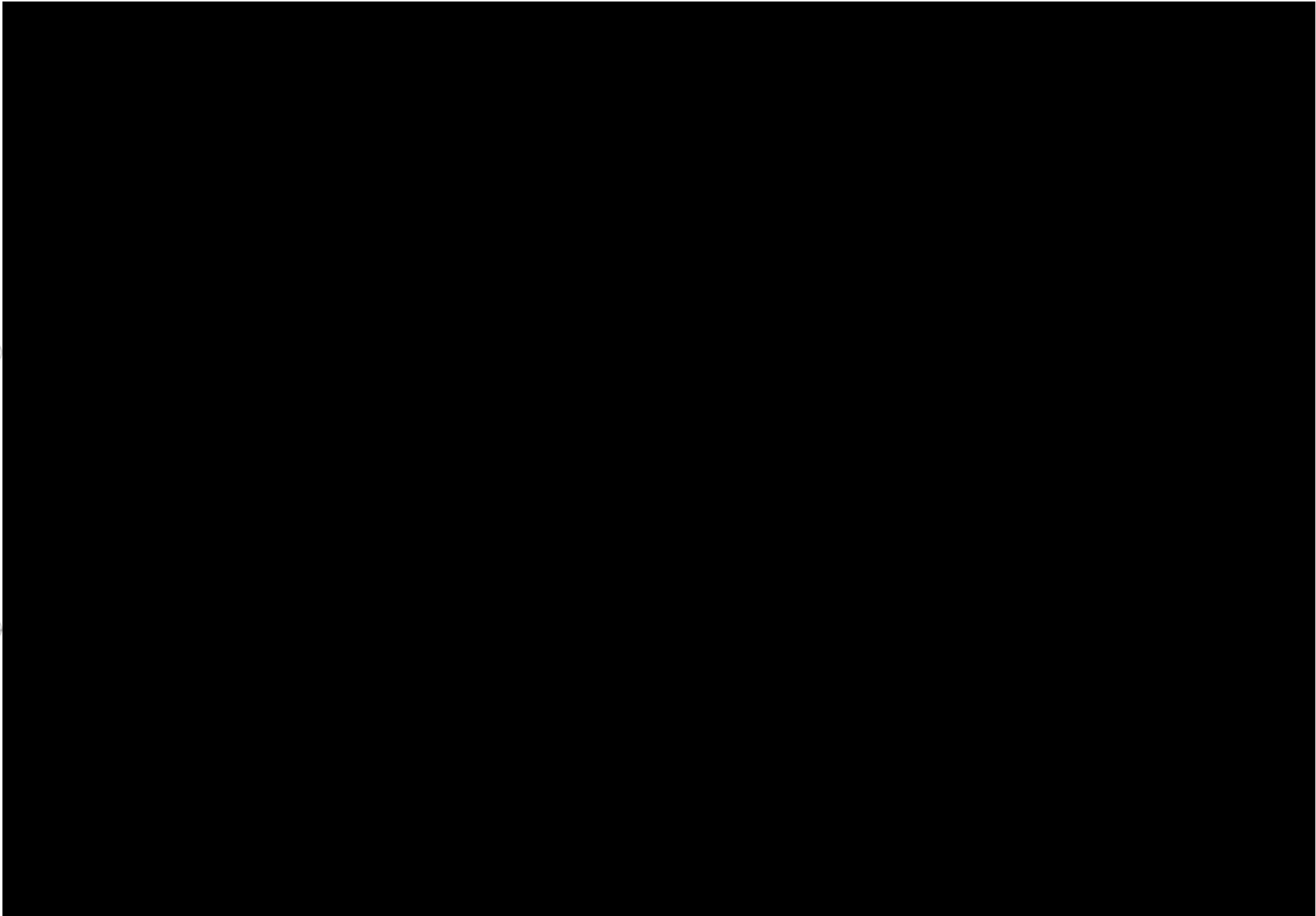
- (a) an overview of the delivery strategy as reflected in the PS Developer's Program;
- (b) executive summary program that is a maximum of two pages;
- (c) staging diagrams for the OSD Works;
- (d) fundamental assumptions;
- (e) key indicators of program progress, performance, and trends;
- (f) long lead items, approvals and permits;
- (g) critical path including dependencies on any Station Project Works delivered under the Station Delivery Deed;
- (h) construction staging and major work front configuration;
- (i) approach and frequency for updating the program; and
- (j) mitigation measures that could be implemented in the case of delay.

**SCHEDULE A12. – PS DEVELOPER'S INITIAL PROGRAM**

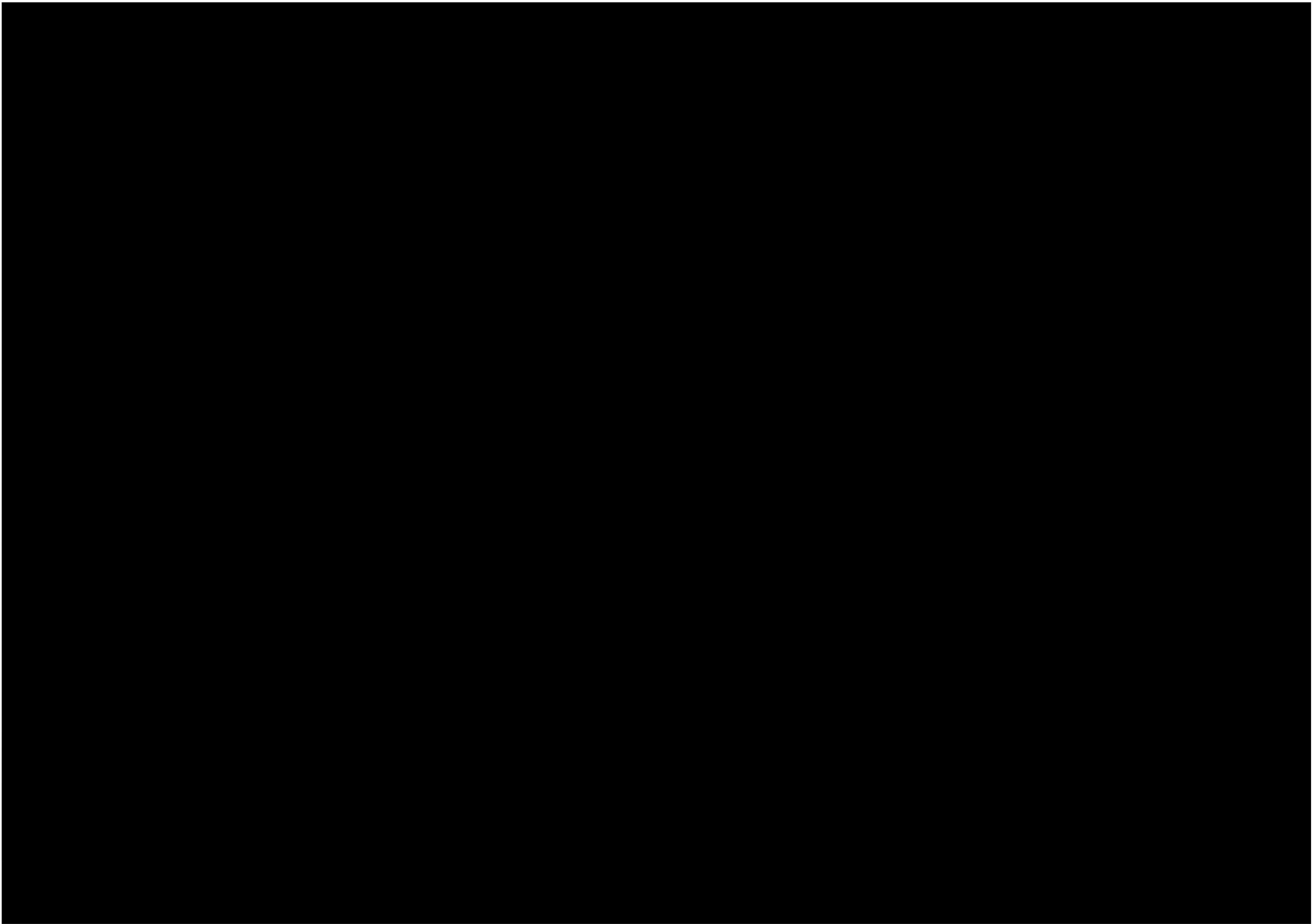
(Clause 20.3)

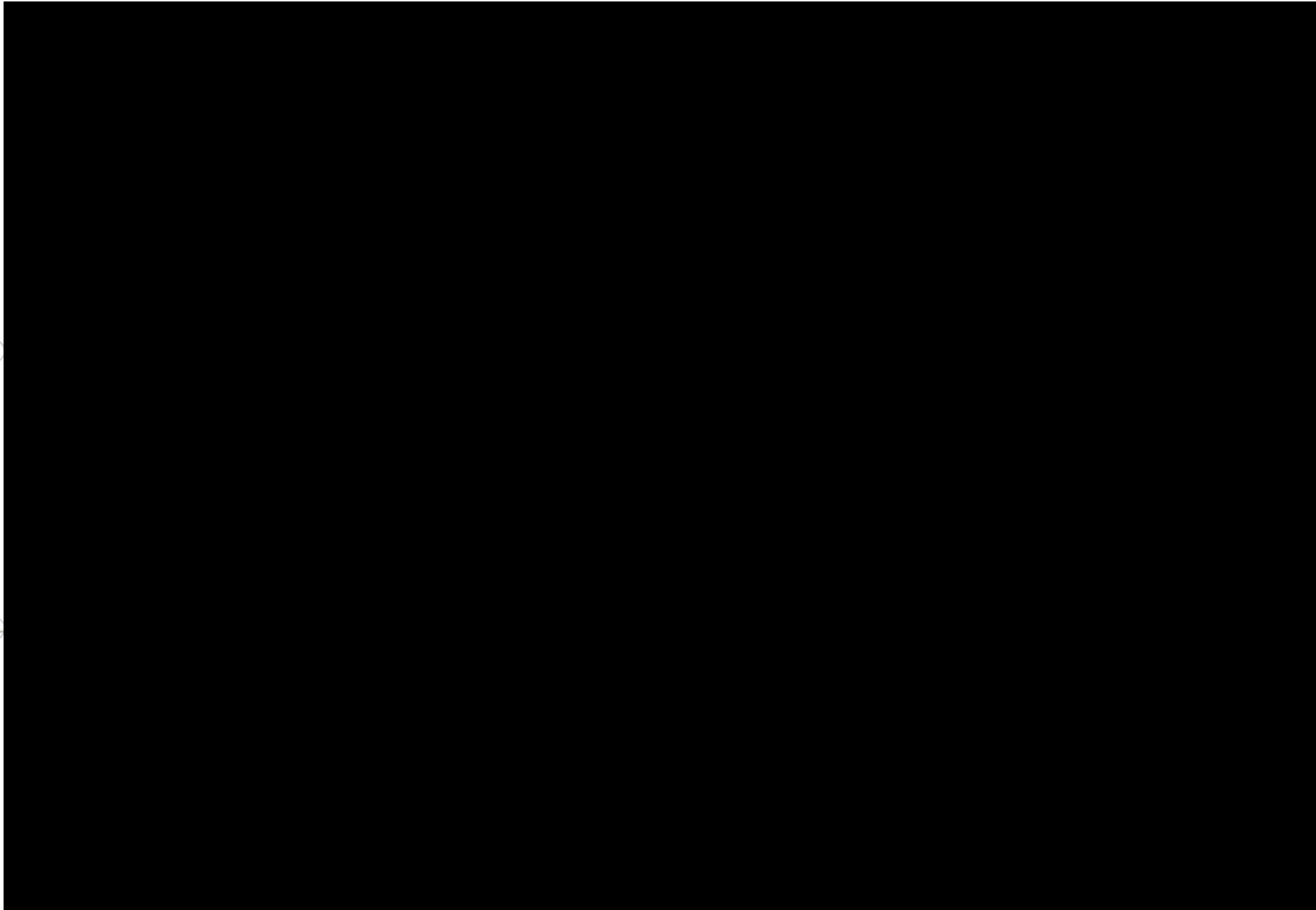


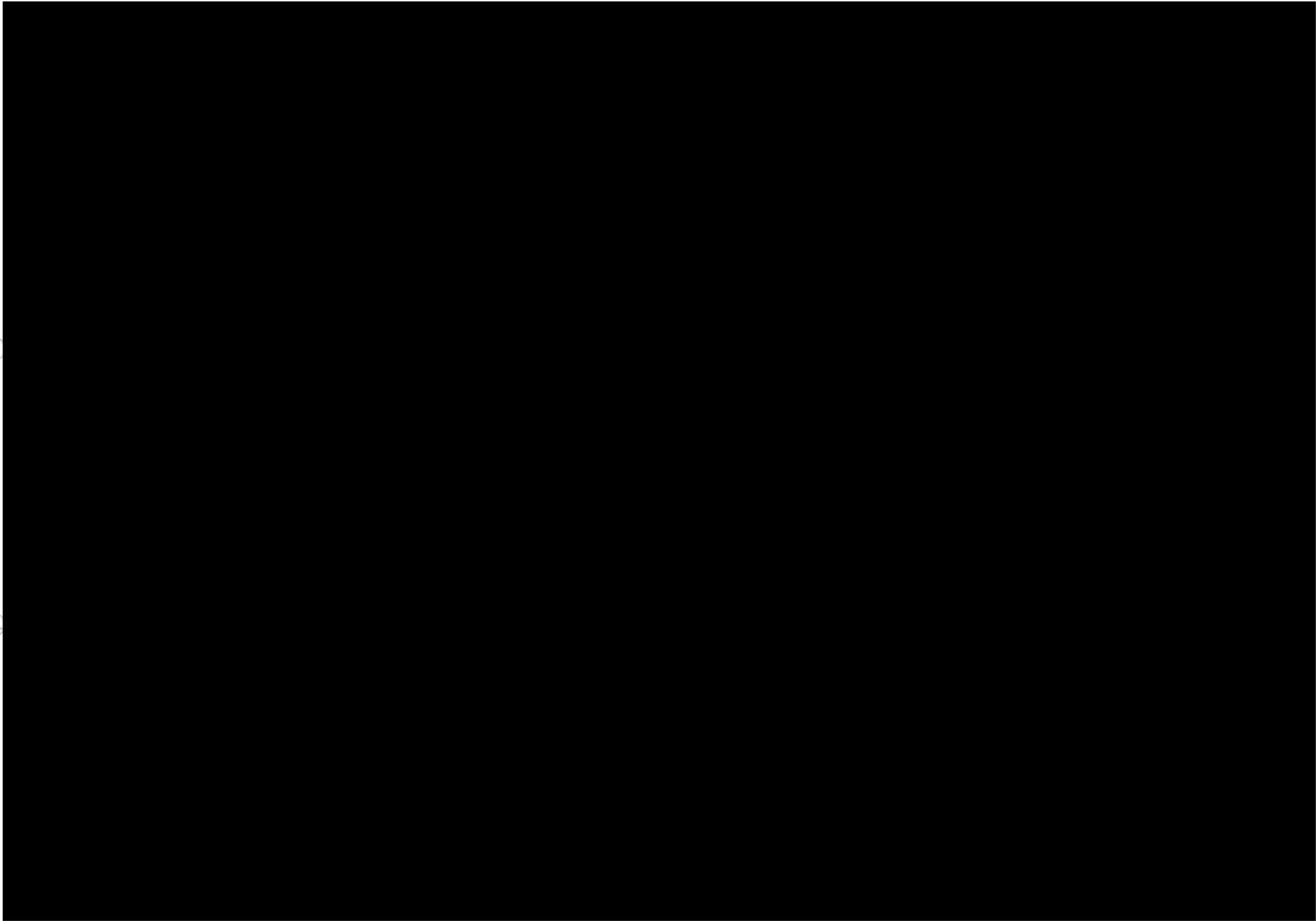


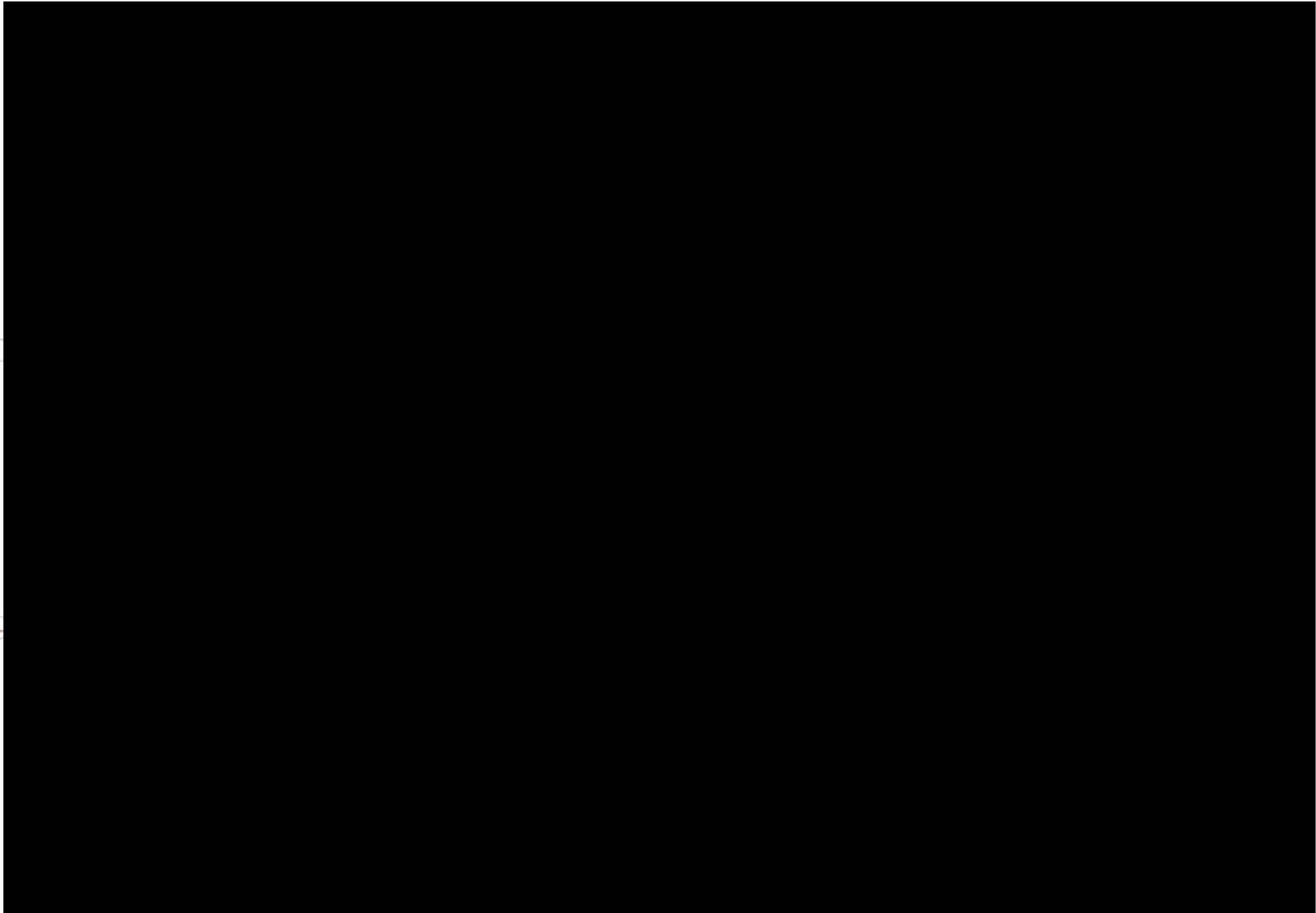


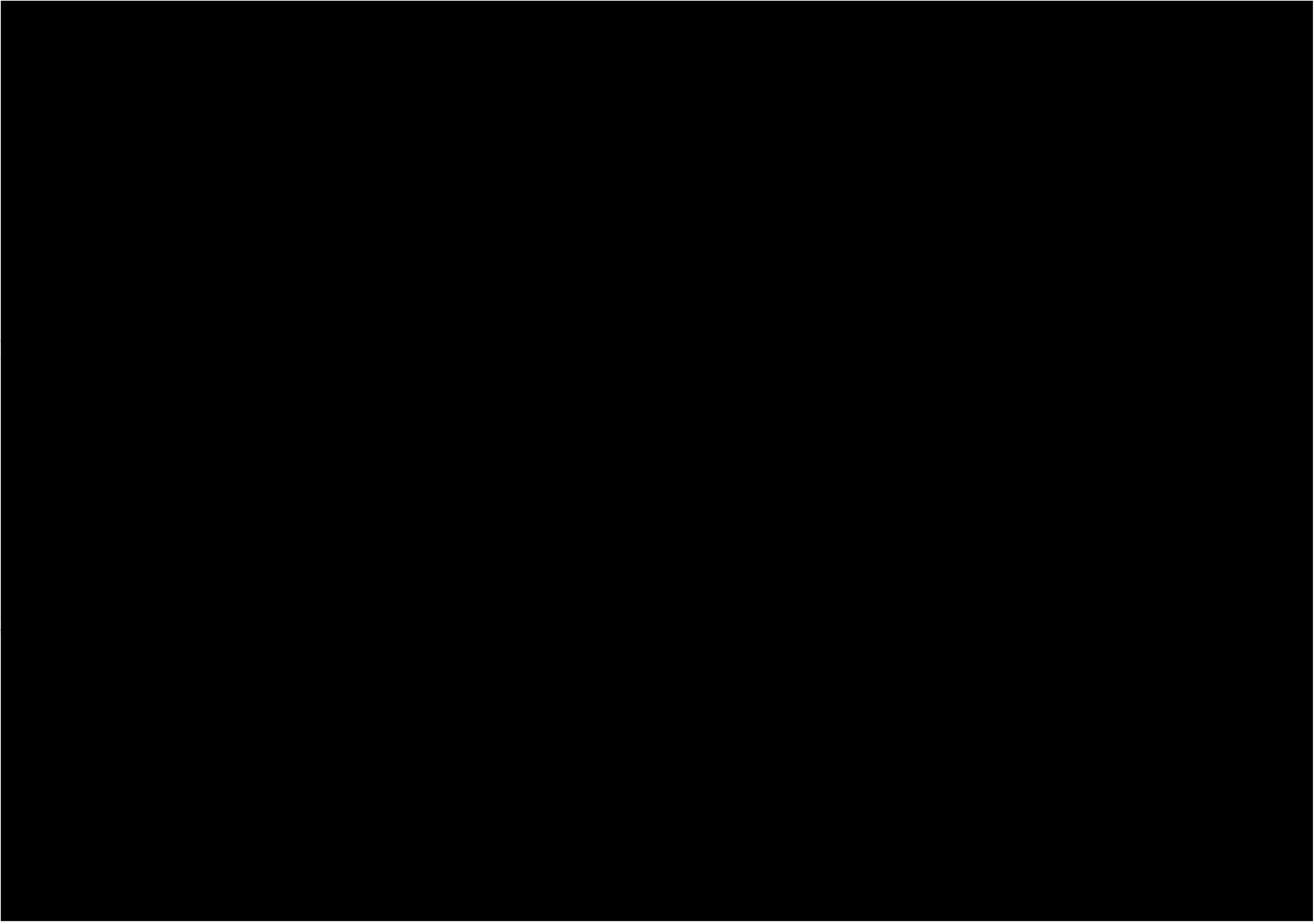


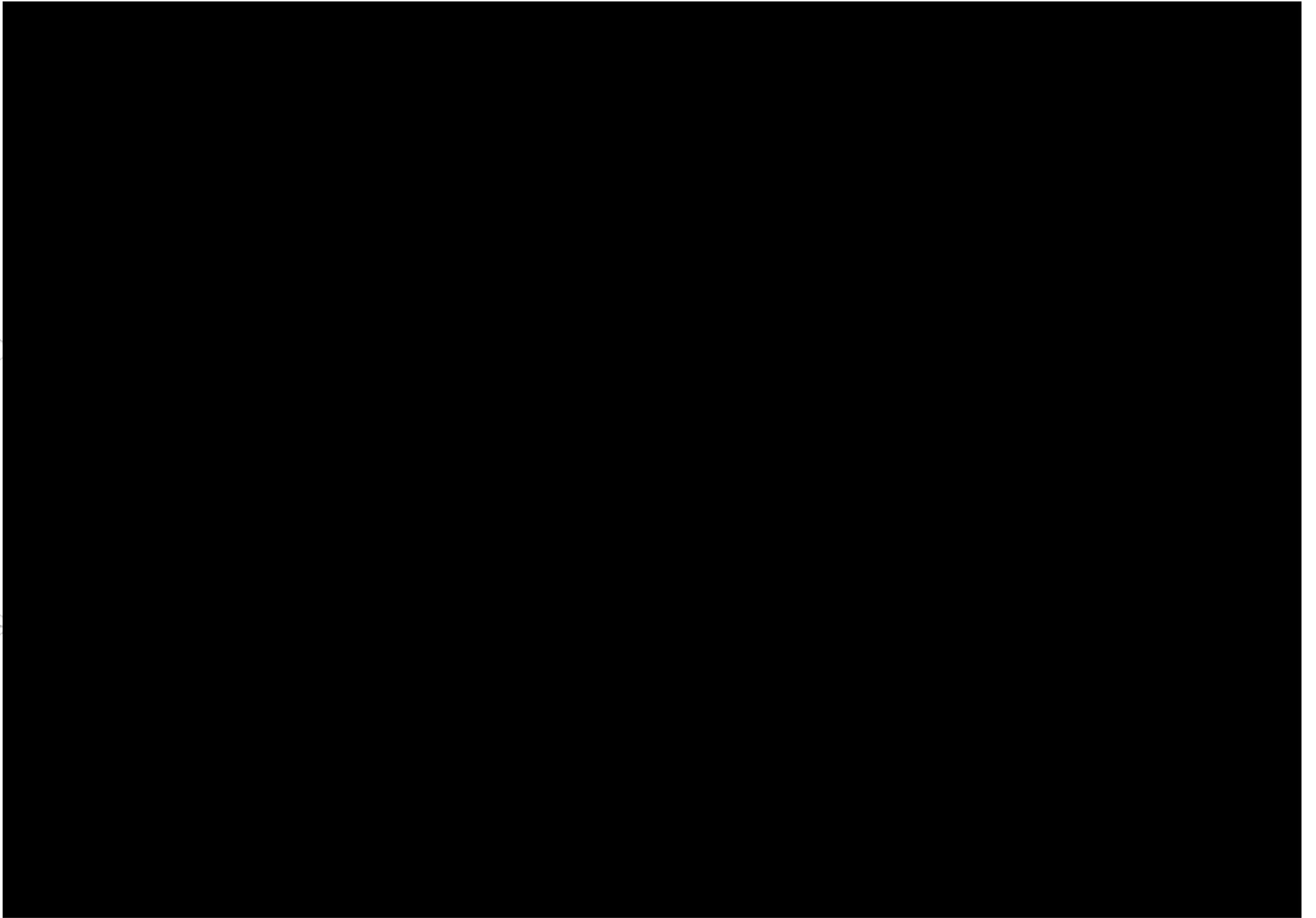












## SCHEDULE A13. – PROJECT PLAN REQUIREMENTS

(Clauses 5.2, 6.6, 17 and Schedule A2)

### 1. GENERAL

#### 1.1 Definitions

**Codes and Standards** means the codes, standards, specifications and guidelines referred to in section 4.2 of the SWTC.

**Minor Non-Compliances** means a minor error, minor omission or minor non-compliance:

- (a) which:
  - (i) does not:
    - (A) prevent the OSD Works from being fit for their intended purpose; or
    - (B) affect the safety and operation of the Sydney Metro City & Southwest; and
  - (ii) the Principal's Representative determines (acting reasonably) that the PS Developer has reasonable grounds for not promptly procuring correction of; or
- (b) which the parties agree is a Minor Non-Compliance.

**PS North Project Plan** has the meaning given to the term "Project Plan" in the OSD PDA (North OSD).

**Station Project Plan** has the meaning given to the term "Project Plan" in the Station Delivery Deed.

#### 1.2 General requirements

- (a) Each Project Plan must contain, as a minimum, the contents specified in the relevant sections of this Schedule A13.
- (b) Where content requirements overlap between Project Plans, the PS Developer may avoid duplication by cross referencing.
- (c) Where this Schedule A13 requires the same Project Plan to be produced as a Development Consent or other relevant Approval does, a single Project Plan is to be provided which complies with all requirements.
- (d) All Project Plans must describe their interface with other Project Plans.
- (e) The Construction and Site Management Plan must be produced separately. Otherwise Project Plans may be combined for convenience.
- (f) The Principal's Representative may review each Project Plan and, within 10 Business Days following submission of the Project Plan to the Principal's Representative, determine whether the Project Plan complies with the requirements of this Schedule A13 and if the Project Plan does not comply with the requirements of this Schedule A13 (Minor Non-Compliances excepted), notify the PS Developer of the non-compliances with detailed reasons.

- (g) If any Project Plan does not comply with the requirements of this Schedule A13 or the PS Developer has not updated any Project Plan in accordance with the requirements of this Schedule A13 (Minor Non-Compliances excepted), the Principal's Representative may by written notice direct the PS Developer to amend or update the Project Plan specifying:
  - (i) the reasons why such amendment or update is required (or why the Project Plan does not comply with this Schedule A13); and
  - (ii) the time within which such updating must occur (which must be reasonable, having regard to the amount of work required),and the PS Developer must comply with such direction.
- (h) Each Project Plan that is amended or updated in accordance with clause 1.2 of this Schedule A13 must be submitted by the PS Developer to the Principal's Representative for review in accordance with this clause 1.2 of this Schedule A13.
- (i) If the PS Developer receives a notice under clause 1.2(f) of this Schedule A13, the PS Developer must, within 10 Business Days, submit a revised Project Plan to the Principal's Representative which complies with the requirements of this Schedule A13 whereupon the provisions of this Schedule A13 will re-apply to the revised Project Plan or affected plans (as applicable).
- (j) If the Principal's Representative notifies the PS Developer of any Minor Non-Compliances:
  - (i) the Principal's Representative may recommend an action that may be taken by the PS Developer to address the Minor Non-Compliances; and
  - (ii) the PS Developer must complete the recommended action, or take any other action the PS Developer deems reasonable in the circumstances to correct the Minor Non-Compliances to the extent required for that Project Plan to comply with this Schedule A13, within the time frame (if any) specified by the Principal's Representative (as applicable).
- (k) If the Principal's Representative does not respond within the 10 Business Day period referred to in clause 1.2(f) of this Schedule A13, the PS Developer may use the Project Plan at the PS Developer's own risk.

2. **PART A - PROJECT PLAN REQUIREMENTS PRIOR TO THE STATION DATE OF COMPLETION**

- (a) Until the Station Date of Completion, the following Project Plans must be prepared in accordance with the times, and comply with the requirements, set out in section 2 of Appendix F2 of the SWTC for the Station Project Works, applicable to the OSD Works:
  - (i) Project Health and Safety Management Plan;
  - (ii) Construction and Site Management Plan; and
- (b) Until Pitt Street Station operational commencement, the Community Communications Strategy must be prepared in accordance with the times, and comply with the requirements, set out in section 2 of Appendix F2 of the SWTC for the Station Project Works, applicable to the OSD Works.

- (c) The content requirements for the OSD Works must be detailed out separately but can be contained in a single Project Plan with:
  - (i) the PS North Project Plan for the OSD Works (North) required to be prepared by the PS North Developer under the OSD PDA (North OSD); and / or
  - (ii) the Station Project Plan for the Station Project Works required to be prepared by the PS Contractor under the Station Delivery Deed.

**3. PART B - PROJECT PLAN REQUIREMENTS AFTER THE STATION DATE OF COMPLETION**

**3.1 Project Plan submission and update**

- (a) All Project Plans identified in this Schedule A13 must be submitted and updated:
  - (i) in accordance with the times set out in Table 1 of this Schedule A13;
  - (ii) where reasonably requested or required by the Principal's Representative or any Authority; and
  - (iii) when a significant change to a methodology has occurred.
- (b) The Project Plans must be progressively reviewed, monitored, amended and updated. The PS Developer's reviews of the Project Plans must regularly reassess their applicability, suitability and effectiveness for procuring the management of the OSD Works taking into account:
  - (i) status and progress of the OSD Works;
  - (ii) changes to the OSD Works;
  - (iii) lessons learnt during the design and/or delivery phases and activities;
  - (iv) changes in other related Project Plans including relevant PS North Project Plans under the OSD PDA (North OSD) and relevant Station Project Plans under the Station Delivery Deed;
  - (v) requirements and matters that are not covered by the existing Project Plans;
  - (vi) changes to the Project Plans as requested by the Principal's Representative;
  - (vii) changes in Law;
  - (viii) the commencement of new phases or stages of design, construction, testing or commissioning;
  - (ix) any direction given by the Principal's Representative under this deed; and
  - (x) any breach or potential breach of the warranty under this deed.
- (c) The content requirements for the OSD Works must be detailed out separately but can be contained in a single Project Plan with the PS North Project Plan for the OSD Works (North) required to be prepared by the PS North Developer under the OSD PDA (North OSD).

## 3.2 Table 1 Project Plans

Ref	Project Plan	Project Plan submission date	Update frequency
1.	Project Health and Safety Management Plan	40 Business Days prior to the OSD Works Substantially Commencing	Annually until Completion or following a significant change
2.	Construction and Site Management Plan	40 Business Days prior to the OSD Works Substantially Commencing	Annually until Completion or following a significant change
3.	Community Communications Strategy	40 Business Days prior to the OSD Works Substantially Commencing	Every six months until Completion or following a significant change
4.	Condition and Dilapidation Survey	20 Business Days prior to Completion	

## 3.3 Project Health and Safety Management Plan

- (a) The PS Developer must develop, implement and maintain a Project Health and Safety Management Plan (**PHSMP**) that complies with and demonstrates compliance with the requirements of:
- (i) the WHS Legislation;
  - (ii) the Heavy Vehicle National Law;
  - (iii) the Rail Safety National Law;
  - (iv) other relevant Codes and Standards;
  - (v) the latest versions of the New South Wales Government Work Health & Safety Management Systems and Auditing Guidelines;
  - (vi) the latest version of the Office of the Federal Safety Commissioner's Audit Criteria Guidelines; and
  - (vii) relevant requirements imposed on the PS Developer through the deed.
- (b) The PHSMP must also cover as a minimum the following safety-related topics:
- (i) safety action plan;
  - (ii) risk management;
  - (iii) occupational health, hygiene and wellness;
  - (iv) chain of responsibility;
  - (v) traffic management;
  - (vi) security management;

- (vii) interface management;
- (viii) Subcontractor safety management; and
- (ix) emergency and crisis management.

**3.4 Construction and Site Management Plan**

The Construction and Site Management Plan must describe the procedures and processes that the PS Developer will undertake to procure the planning and execution of the OSD Works, [REDACTED]

- (a) detail how the PS Developer will comply with its obligations under this deed in relation to the control, establishment, security, use and rehabilitation of each Construction Site;
- (b) determine effective construction staging that will ensure that Pitt Street Station and rail operations and the associated transport facilities' operational requirements are maintained and impact to these operations is minimised and managed accordingly during construction of the OSD Works; and
- (c) address the management of interfaces with all Authorities, Interface Contractors and other stakeholders, including:
  - (i) work implications and applicable construction methodologies; and
  - (ii) outline an incident reporting procedure and crisis management procedures with reference to the deed.

**3.5 Community Communications Strategy**

The PS Developer must develop, implement and maintain the Community Communications Strategy – Pitt Street, which must comply with, and include all requirements of the Sydney Metro Overarching Community Communications Strategy and detail processes and procedures, for:

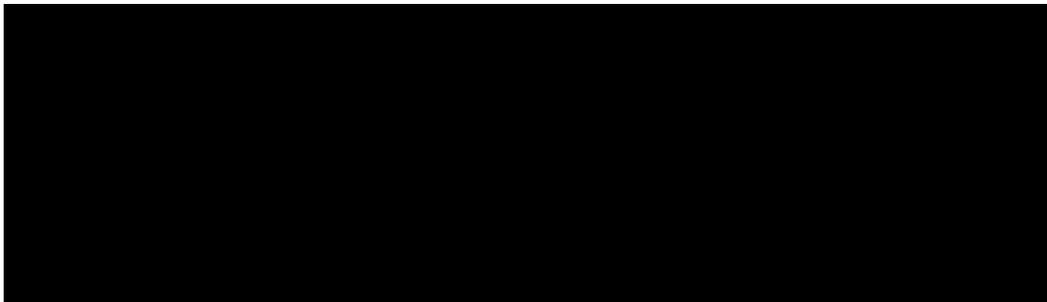
- (a) handling complaints and enquiries;
- (b) handling of media and government enquiries; and
- (c) incident and crisis communication management and reporting.

**3.6 Condition and dilapidation survey**

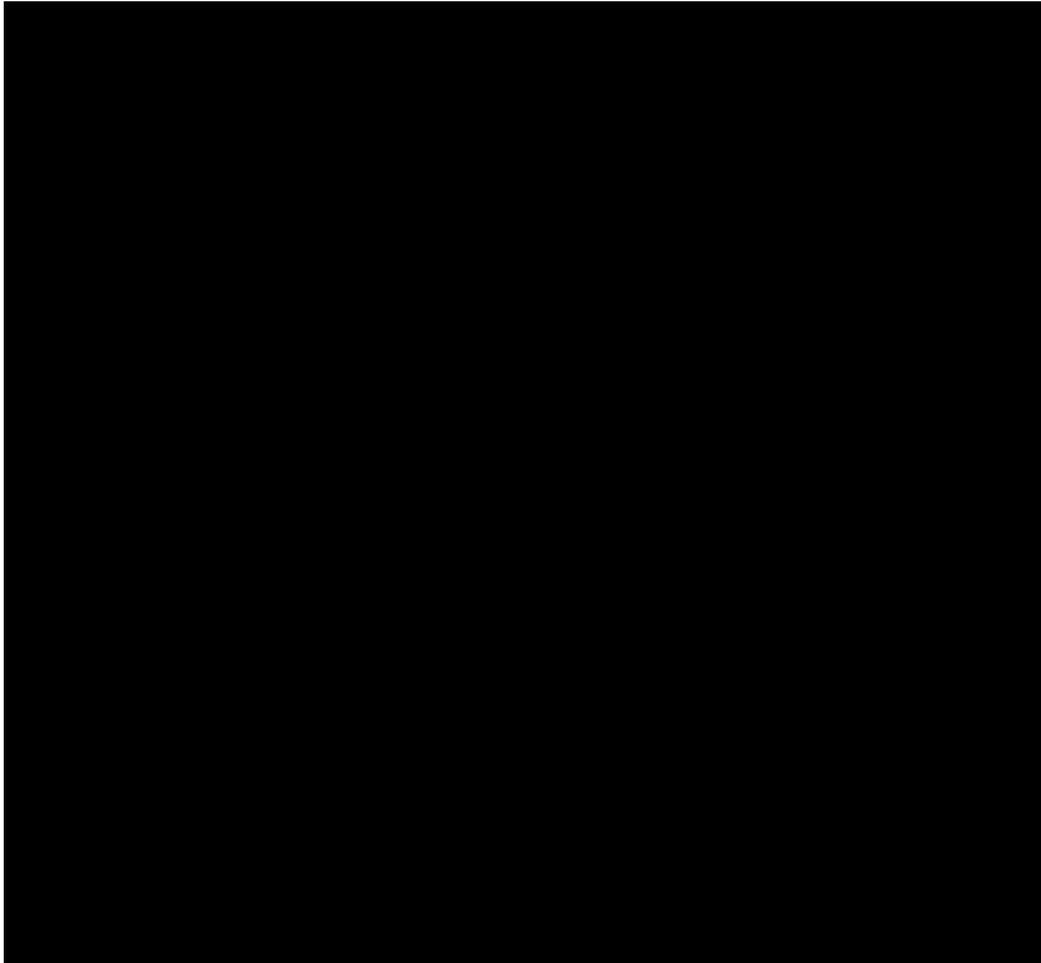
20 Business Days prior to Completion, a condition and dilapidation survey is required for Pitt Street Station.

**3.7 Not used**

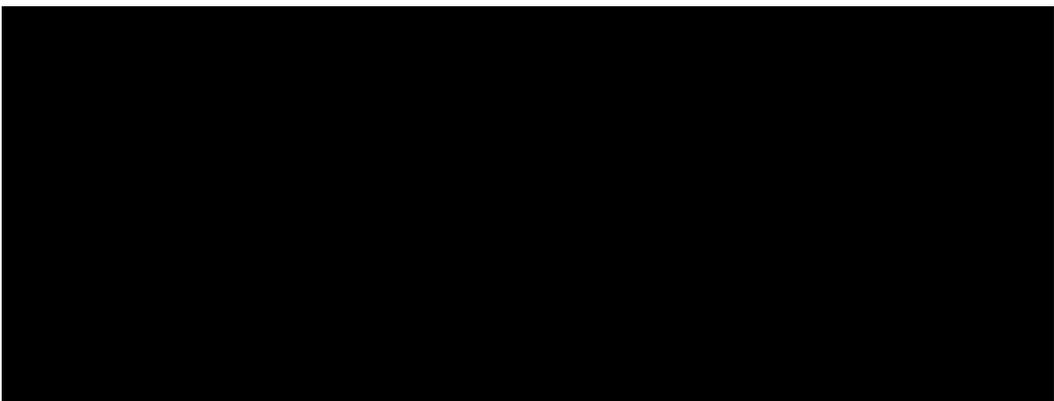
**3.8**



3.8.1



3.8.2



## **SCHEDULE A14. – REQUIREMENTS OF APPROVED ENGINEER AND RESIDENTIAL SURVEYOR**

(Clause 8.6)

### **PART A – REQUIREMENTS OF APPROVED ENGINEER**

#### **1.1 Requirements of Approved Engineer**

The following are the minimum required qualifications, experience and expertise that must be possessed by any person appointed as the Approved Engineer:

- (a) Quality Management System 3rd party certified to AS/NZS ISO 9001 (where relevant);
- (b) range of suitable structural analysis and CAD software (where relevant); and
- (c) be an Authorised Engineering Organisation for any party providing relevant specialist engineering services during all relevant asset life cycle activities (where relevant).

#### **1.2 Requirements of Approved Engineer's personnel**

The following are the minimum required qualifications, experience and expertise that must be possessed by the Approved Engineer's personnel:

- (a) demonstrated experience in the design of works similar to the OSD Enabling Works (South) and the OSD Works that are required to be designed under the terms of the Station Delivery Deed and this deed respectively (as appropriate having regard to the role of the personnel);
- (b) be a Chartered Engineer registered with the Institute of Engineers Australia (or such other body satisfactory to the Principal), and with qualifications admitting to MIEAust and National Engineering Register or equivalent;
- (c) knowledge of Australian Standards applicable to the OSD Enabling Works (South) and the OSD Works that are required to be designed under the terms of the Station Delivery Deed and this deed respectively (as appropriate having regard to the role of the personnel); and
- (d) at least 3 years' experience (or such other period satisfactory to the Principal) in undertaking the checking of works design as an approved engineer, proof engineer or equivalent in the past 10 years.

#### **1.3 Requirements of Approved Engineer's personnel in relation to structural engineering elements**

The Approved Engineer's personnel carrying out the role of the Approved Engineer for structural engineering elements must have, as a minimum, 12 years' experience and proven ability in structural analysis and design of works similar to the OSD Enabling Works (South) and the OSD Works that are required to be designed under the terms of the Station Delivery Deed and this deed respectively (as appropriate having regard to the role of the personnel).

### **PART B – REQUIREMENTS OF RESIDENTIAL SURVEYOR**

#### **1.1 Requirements of Residential Surveyor's personnel**

The following are the minimum required qualifications, experience and expertise that must be possessed by the Residential Surveyor's personnel:

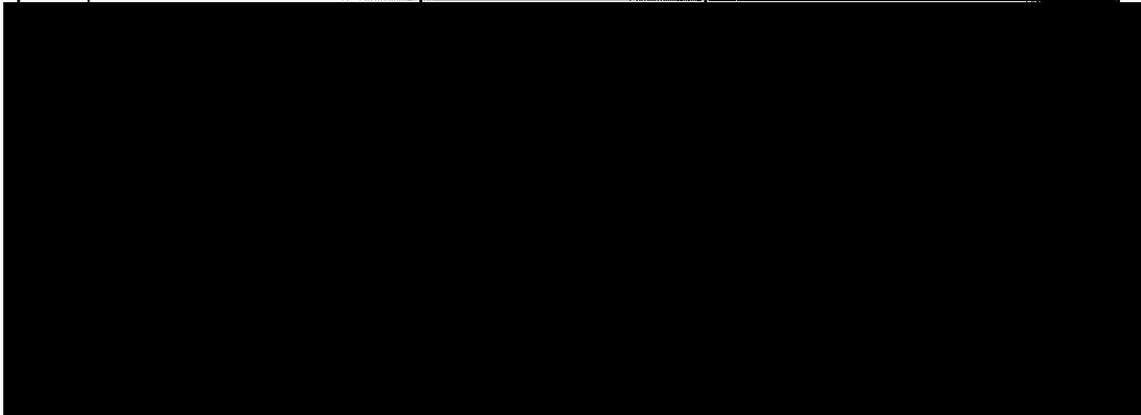
- (a) demonstrated experience in the assessment of design of works similar to the OSD Enabling Works (South) and the OSD Works that are required to be designed under the terms of the Station Delivery Deed and this deed respectively (as appropriate having regard to the role of the personnel);
- (b) be an Accredited Certifier according to the *Building Professionals Act 2005* (NSW) and *Building Professionals Regulation 2007* (NSW) (or such other body satisfactory to the Principal), and with an accreditation level of A1 or equivalent;
- (c) knowledge of the NCC (relevant version of the Building Code of Australia) and Australian Standards referenced therein, and deemed applicable to the OSD Enabling Works (South) and the OSD Works that are required to be designed under the terms of the Station Delivery Deed and this deed respectively (as appropriate having regard to the role of the personnel); and
- (d) at least 3 years' experience in undertaking the checking of works in the nature of the Residential OSD Works in the past 10 years.

**SCHEDULE A15. – SUSTAINABILITY REQUIREMENTS**

(Clause 6.9)

The PS Developer must ensure that the OSD Works achieve the following sustainability requirements or the equivalent sustainability requirement in force at the time that the OSD Works are registered with the relevant certifying body:

	<b>"A" Certification</b>	<b>"B" Rating to be achieved</b>	<b>"C" Certificates to be provided</b>
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**SCHEDULE A16. – PS DEVELOPER INSURANCE REQUIREMENTS**

(Clause 29)

**1. DEVELOPER'S INSURANCE OBLIGATIONS**

**1.1 General**

The PS Developer must:

- (a) effect and maintain, or cause to be effected and maintained, the following insurances:
  - (i) workers compensation insurance as referred to in clause 1.2 of this Schedule A16;
  - (ii) professional indemnity insurance as referred to in clause 1.3 of this Schedule A16;
  - (iii) Construction Plant insurance as referred to in clause 1.4 of this Schedule A16;
  - (iv) motor vehicle insurance as referred to in clause 1.5 of this Schedule A16;
  - (v) if the Date for Commencement is after the Date for Completion, contract works (material damage) insurance as referred to in clause 1.6 of this Schedule A16;
  - (vi) if the Principal has given a notice to the PS Developer in accordance with clause 29.3(b) (*Principal's right to pro rata premium*), public and products liability insurance as referred to in clause 1.7 of this Schedule A16; and
  - (vii) any other insurances it is required to maintain by Law,

on terms as required by Law, or where the terms are not required by Law, on terms that a prudent insured would effect given the terms offered by the Australian insurance market at the time the policy is incepted.

**1.2 Workers compensation insurance**

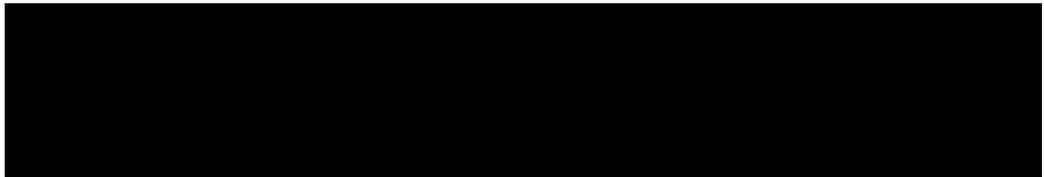
- (a) The PS Developer must effect and maintain workers compensation insurance (unless the PS Developer is a licensed self-insurer under the relevant statutory scheme) which covers workers in accordance with any statute relating to workers or accident compensation:
  - (i) for the amount required by Law; and
  - (ii) in the name of the PS Developer and, where permissible under the relevant statutory scheme, extended to indemnify the Principal for its statutory liability to persons employed, or deemed to be employed, by the PS Developer.
- (b) The PS Developer must ensure that each of its Subcontractors effects and maintains workers compensation insurance which covers employees in accordance with any statute relating to workers or accident compensation:
  - (i) for the amount required by Law; and

- (ii) in the name of the Subcontractor and, where permissible under the relevant statutory scheme, extended to indemnify the Principal and the PS Developer for their statutory liability to persons employed, or deemed to be employed, by the Subcontractor.

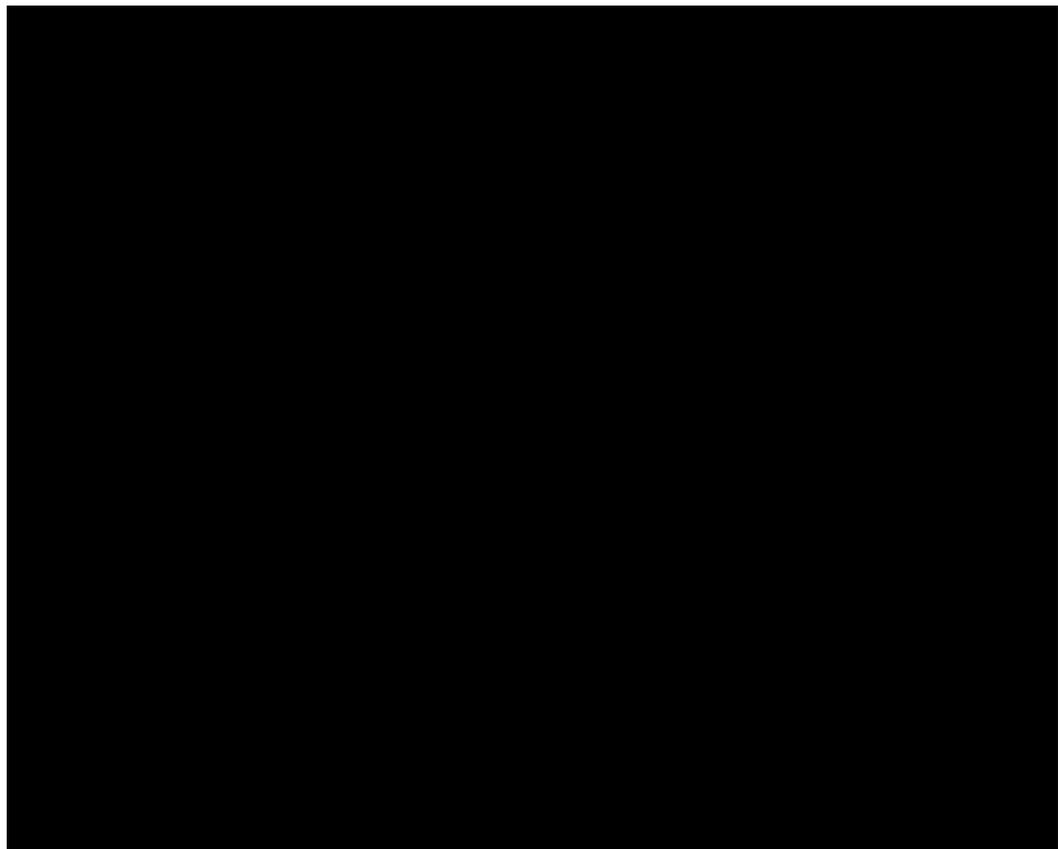
**1.3 Professional indemnity insurance**



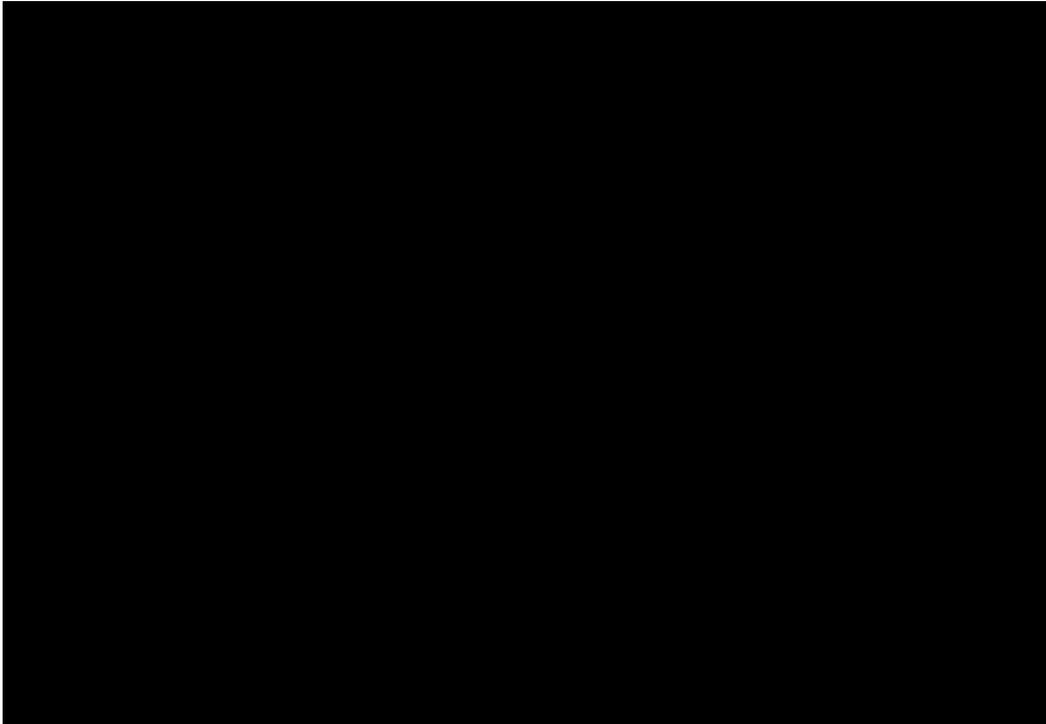
**1.4 Construction Plant insurance**



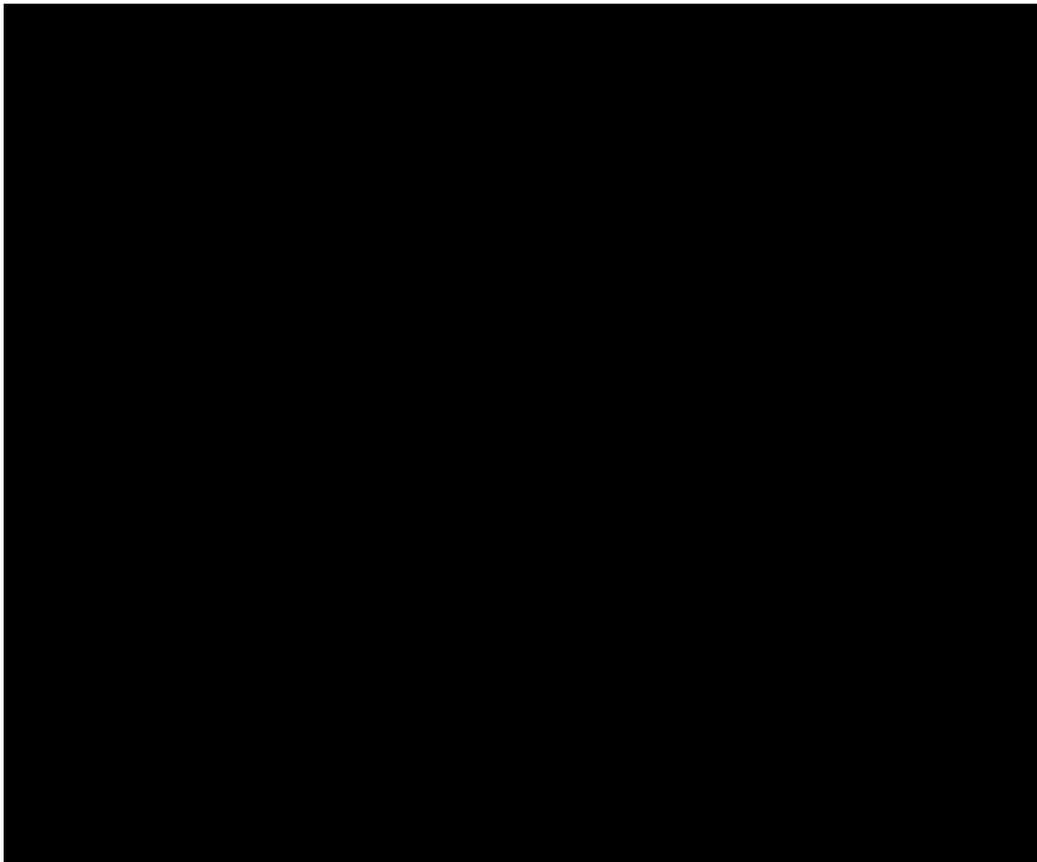
**1.5 Motor vehicle insurance**



**1.6 Contract works (material damage) insurance**



**1.7 Public and products liability insurance**



**2. PS DEVELOPER'S OBLIGATIONS**

**2.1 Provisions in policies**

The PS Developer must ensure that:

- (a) the insurance required to be effected by the PS Developer under clause 1.6 of this Schedule A16 contains a provision approved by the Principal that requires the insurer to notify the Principal (in writing) whenever:
  - (i) it receives a notice under or in connection with the Insurance policy, including any claim except for a claim by the Principal against any party insured under the policy; and
  - (ii) it gives any insured a notice under or in connection with the policy, which in the case of a notice of cancellation must be given to the Principal 30 days prior to the cancellation of the policy;
- (b) the insurance referred to in clause 1.7 of this Schedule A16 provides that:
  - (i) all insurance agreements and endorsements (with the exception of limits of liability) name, and operate as if there was a separate policy of insurance covering each of the insureds such that any act, error or omission or state of knowledge or intent will not be imputed to any other insured for the purposes of determining rights to indemnity;
  - (ii) failure by any insured to observe and fulfil the terms of the policy does not prejudice the insurance of any other insured;
  - (iii) any non-disclosure by one insured does not prejudice the right of any other insured to claim on the policy;
  - (iv) a notice to the insurer by one insured will be deemed to be notice by all insured parties; and
  - (v) the insurer waives all rights, remedies or relief to which it might become entitled by way of subrogation against the insureds; and
- (c) each insurance required to be effected by the PS Developer under clause 1.6 of this Schedule A16 (other than statutory insurances):
  - (i) is effected with insurers approved by the Principal (which approval must not be unreasonably withheld);
  - (ii) is on terms approved by the Principal (which approval must not be unreasonably withheld);
  - (iii) does not contain any exclusion, endorsement or alteration unless it is first approved in writing by the Principal (which approval must not be unreasonably withheld); and
  - (iv) covers any liability for GST such that the proceeds of any claim under each policy (after payment of GST) are sufficient to fully indemnify the insured who suffers the loss that is claimed (including in respect of any liability for GST).

**SCHEDULE A17. – INSURANCE POLICIES**

(Clause 29.2)

For the purposes of clause 29.2 of the OSD PDA, refer to the following insurance policy documents which are included as electronic files in Schedule F1 (*Electronic files*):

No.	Principal's Insurance	Relevant documents	Electronic file name
1.	Contract works (material damage) insurance		
2.	Public and products liability insurance		

3.		



Principal Contractor so that the Appointed Principal Contractor discharges its obligations as principal contractor;

- (c) the Accessing Contractor, its subcontractors and their respective personnel will consult, cooperate and coordinate activities with the Site Contractor and the Appointed Principal Contractor, the Principal and all other persons who have a work health and safety duty in relation to the same matter;
  - (d) the Accessing Contractor, its subcontractors and their respective personnel will comply with the work health and safety plan(s) prepared by the Site Contractor and the Appointed Principal Contractor while on the Construction Site;
  - (e) the Site Contractor and the Appointed Principal Contractor may exclude the Accessing Contractor, any of its subcontractors and their respective personnel from the Construction Site for work health and safety reasons;
  - (f) the Site Contractor and the Appointed Principal Contractor may direct the Accessing Contractor, any of its subcontractors and their respective personnel to perform or not perform certain acts for work health and safety reasons;
  - (g) where high risk construction work, as reasonably determined by the Site Contractor or the Appointed Principal Contractor, is to be carried out in the performance of the Construction Site Interface Work, the Accessing Contractor must:
    - (i) prepare a safe work method statement that complies with all requirements of the WHS Legislation;
    - (ii) provide a copy of the safe work method statement to the Principal, the Site Contractor and the Appointed Principal Contractor prior to the commencement of high risk construction work;
    - (iii) review and revise the safe work method statement in accordance with the WHS Legislation;
    - (iv) ensure that the high risk construction work is carried out in compliance with the safe work method statement; and
    - (v) where so directed by the Site Contractor and the Appointed Principal Contractor, suspend the performance of any high risk construction work;
  - (h) the Accessing Contractor will in carrying out the Construction Site Interface Work, comply with, and ensure that all subcontractors and personnel comply with the WHS Legislation; and
  - (i) in its contracts with subcontractors, the Accessing Contractor will ensure that the subcontractor is obliged to give the same obligations and rights as required of the Accessing Contractor under this deed poll.
2. The Accessing Contractor indemnifies the Site Contractor and the Appointed Principal Contractor against any delay, damage, expense, loss, penalty or liability suffered or incurred by the Site Contractor and the Appointed Principal Contractor as a result of:
- (a) any failure by the Accessing Contractor to comply with any direction given by the Site Contractor or the Appointed Principal Contractor in accordance with this deed poll; or

- (b) any breach by the Accessing Contractor, any of its subcontractors or their respective personnel of:
  - (i) their respective contractual or legislative work health and safety obligations; or
  - (ii) the provisions of this deed poll.
- 3. This deed poll will be governed by and construed in accordance with the law for the time being of New South Wales.

**EXECUTED** as a deed poll.

**Executed** by [Accessing Contractor] in accordance with section 127 of the *Corporations Act 2001* (Cth):

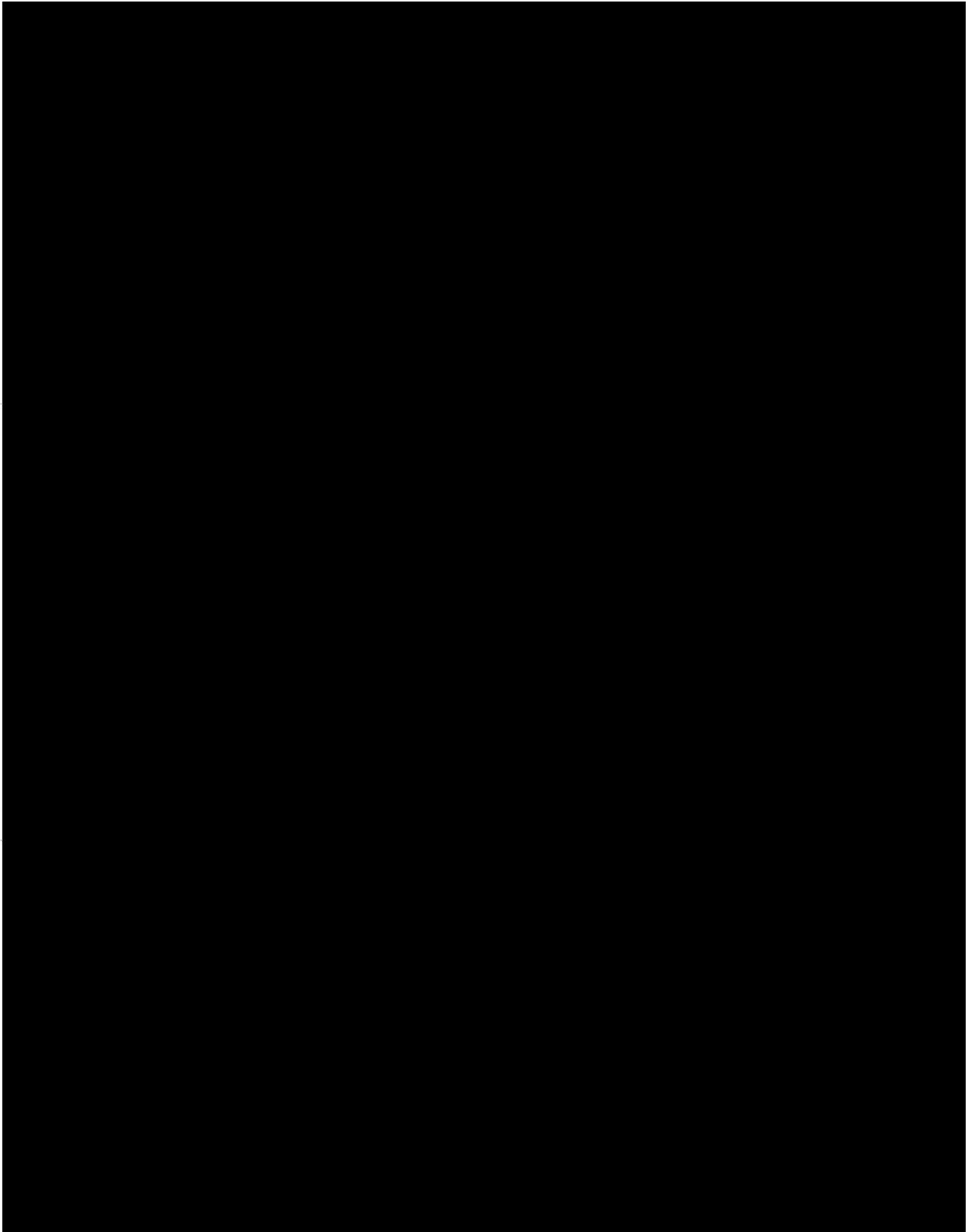
\_\_\_\_\_  
Signature of director

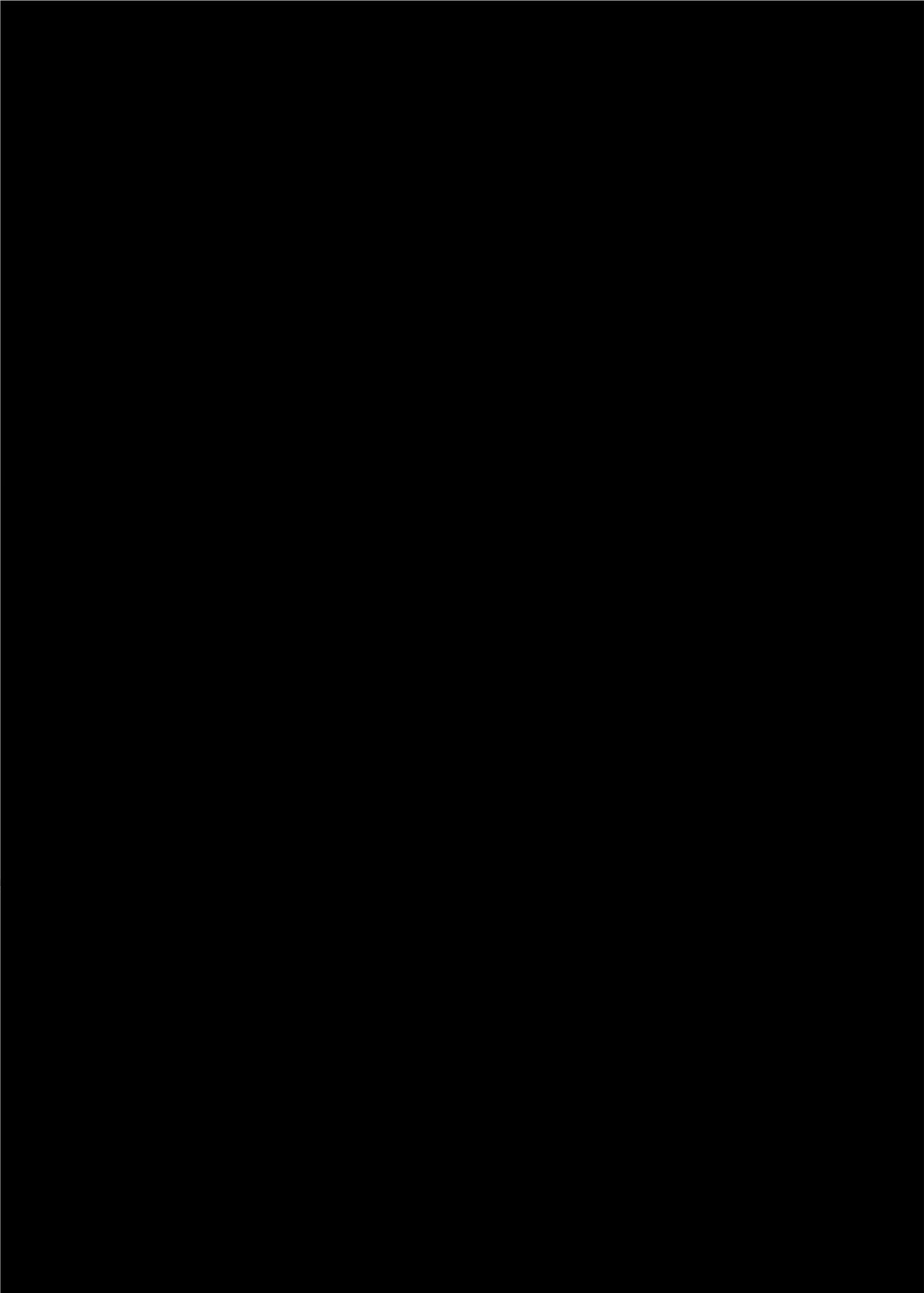
\_\_\_\_\_  
Full name of director

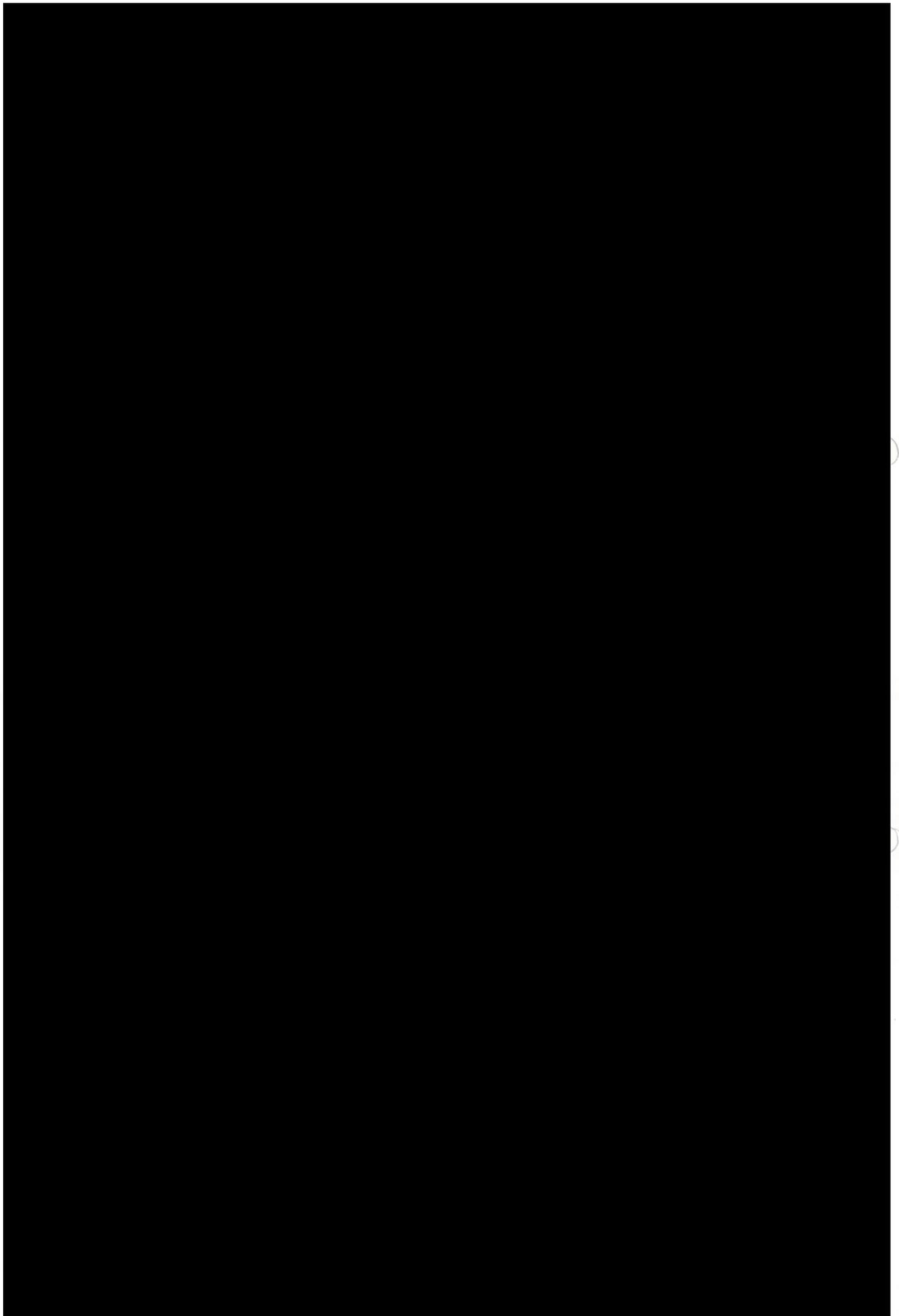
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Signature of company secretary/other director

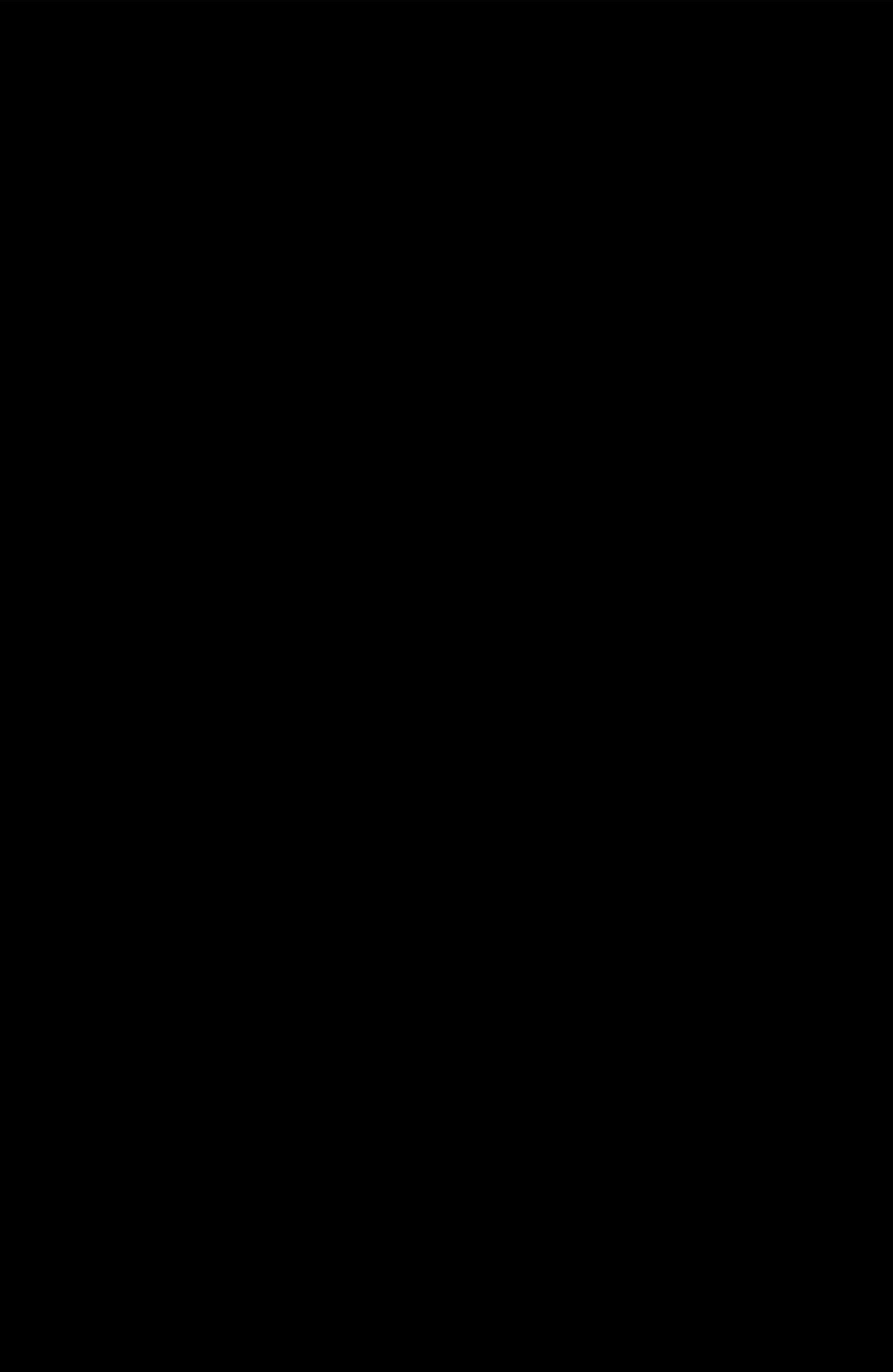
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Full name of company secretary/other director

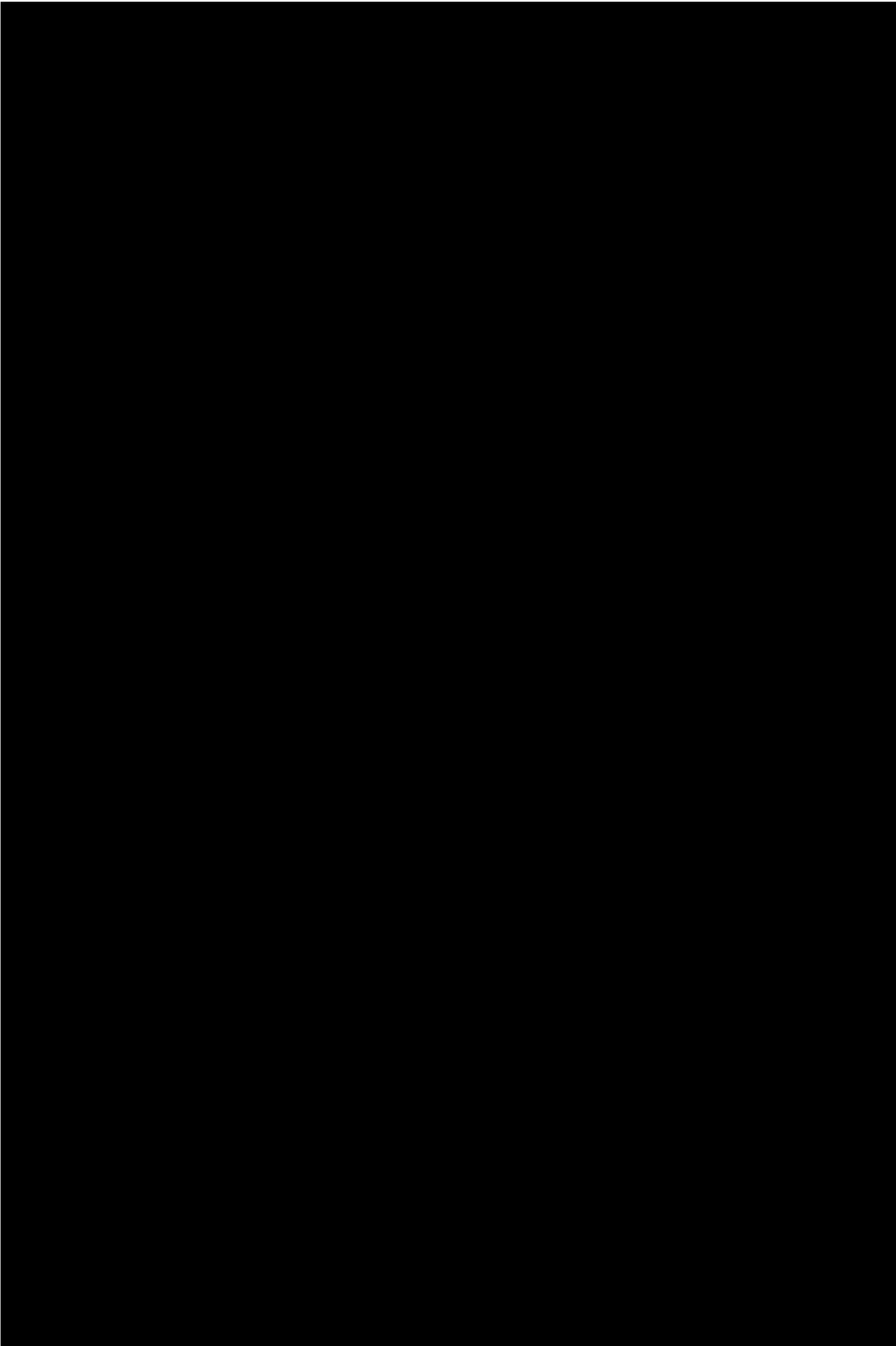
**SCHEDULE A19. – D&C SIDE DEED**

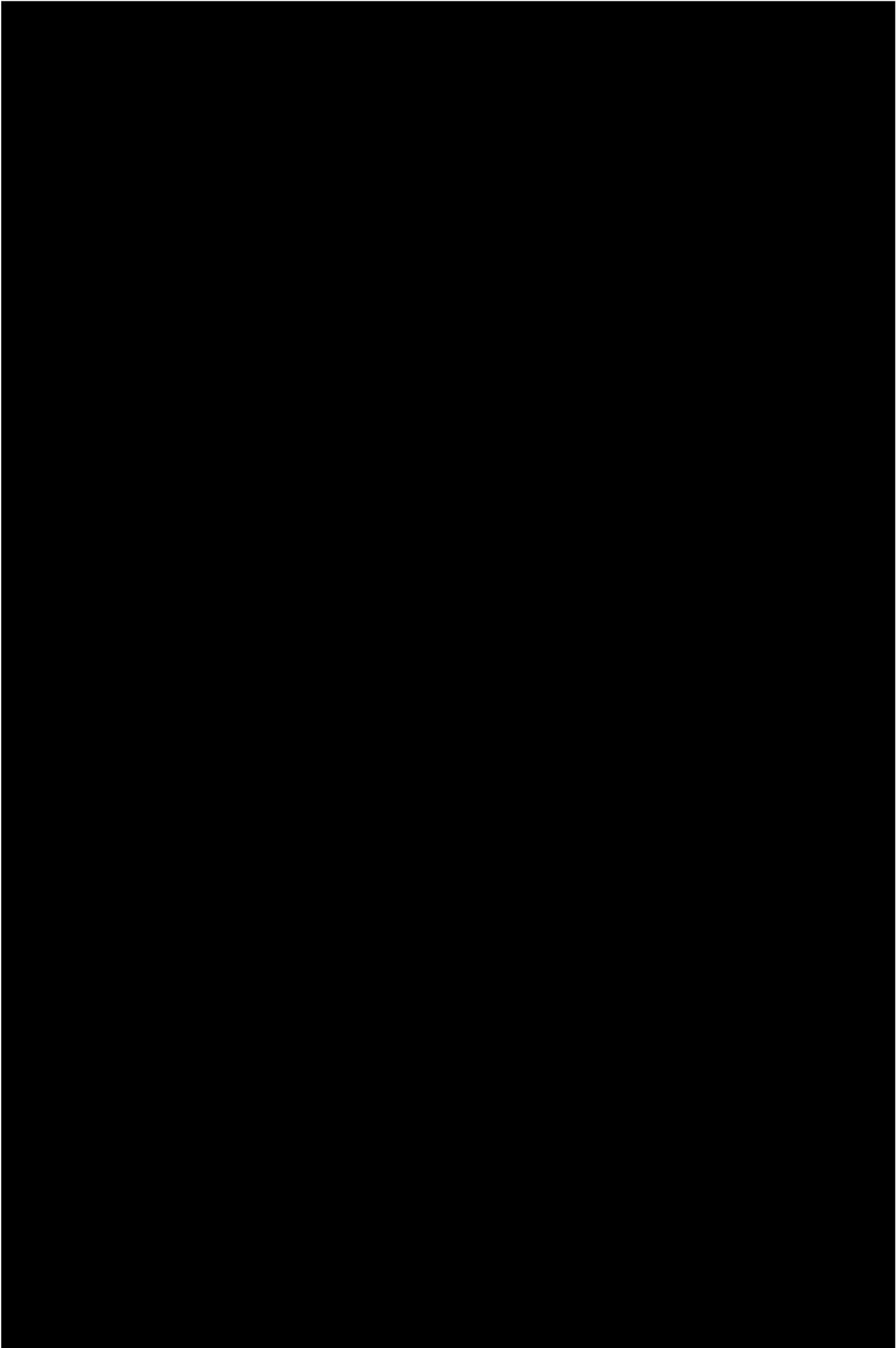


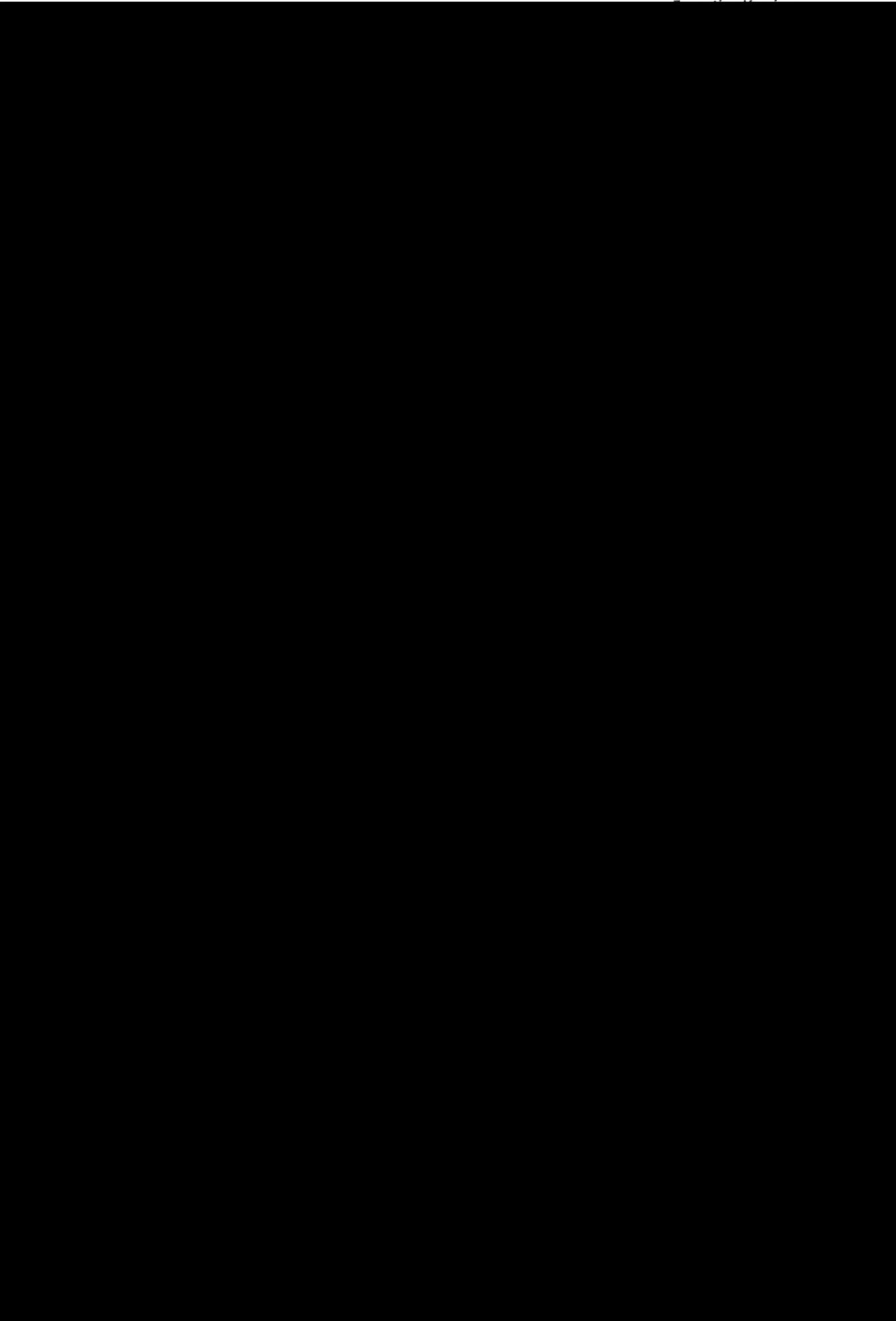


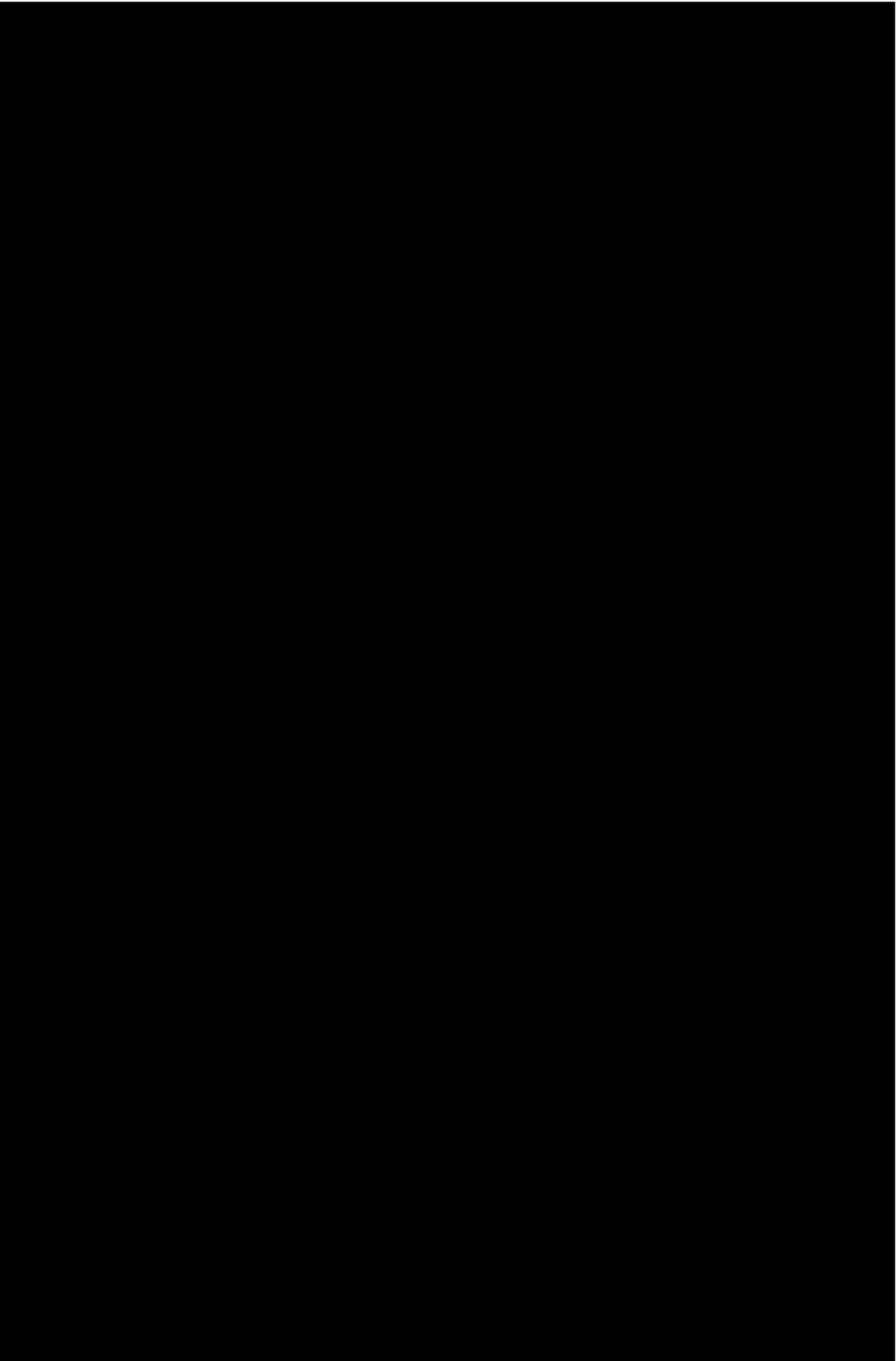




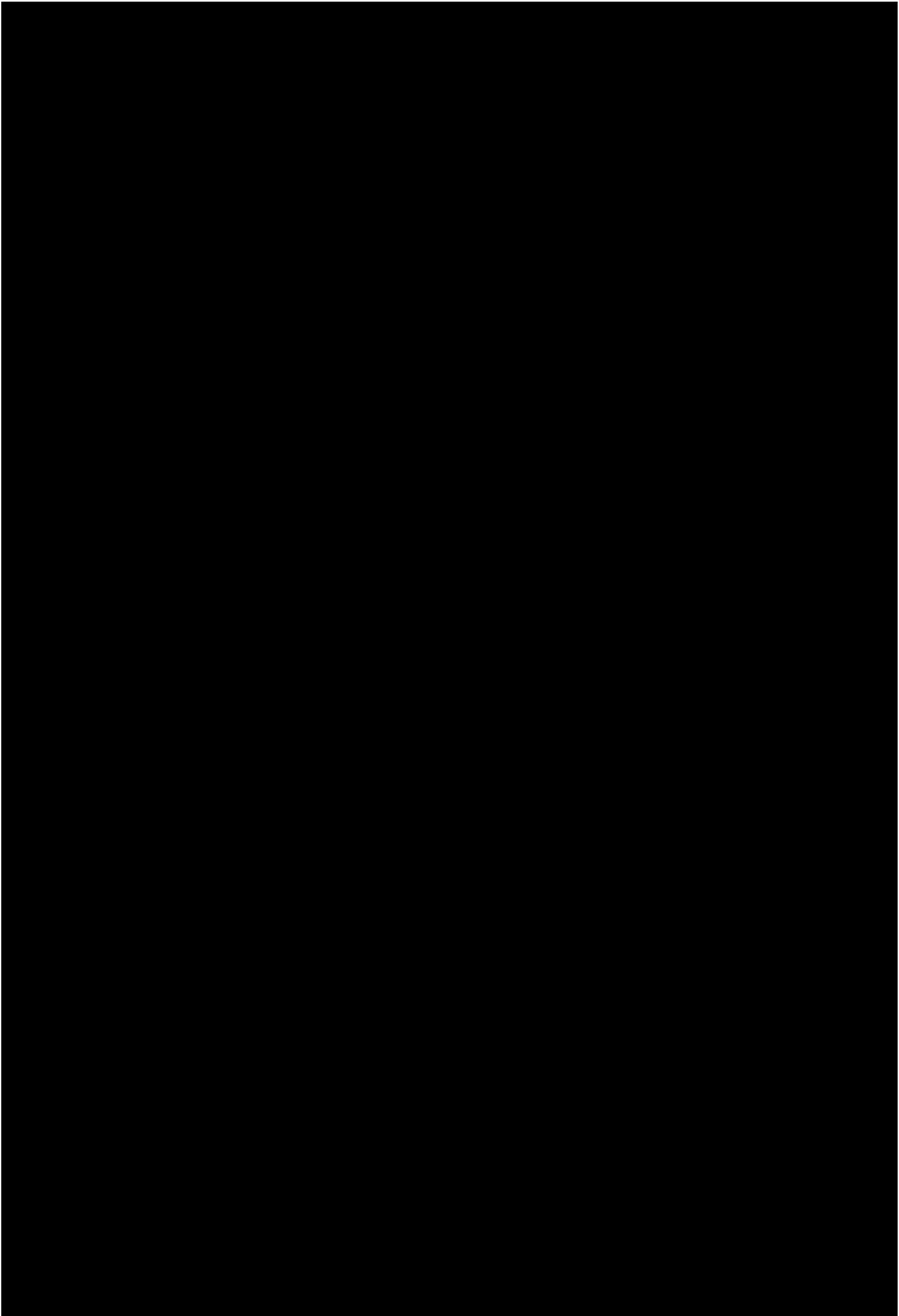


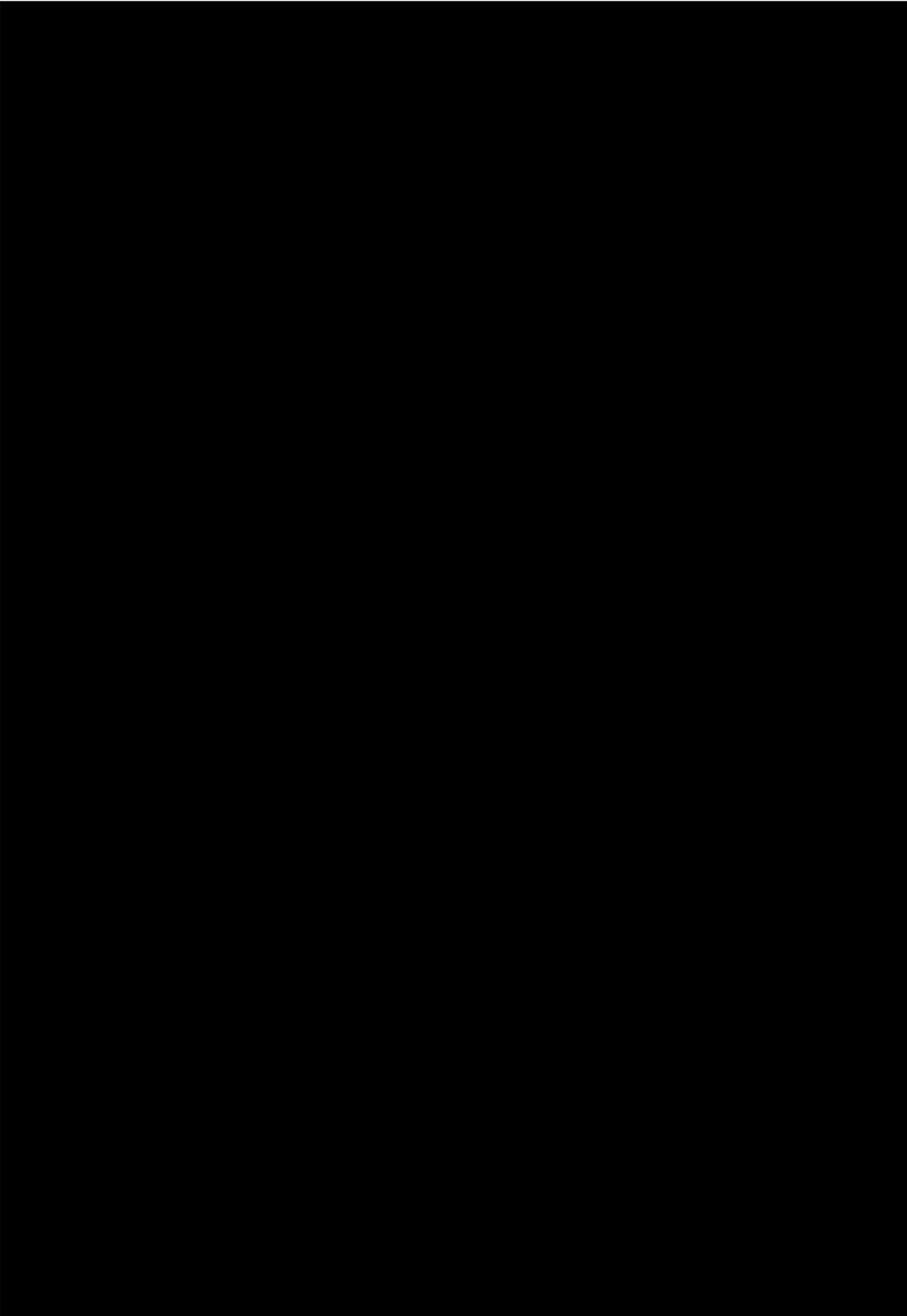


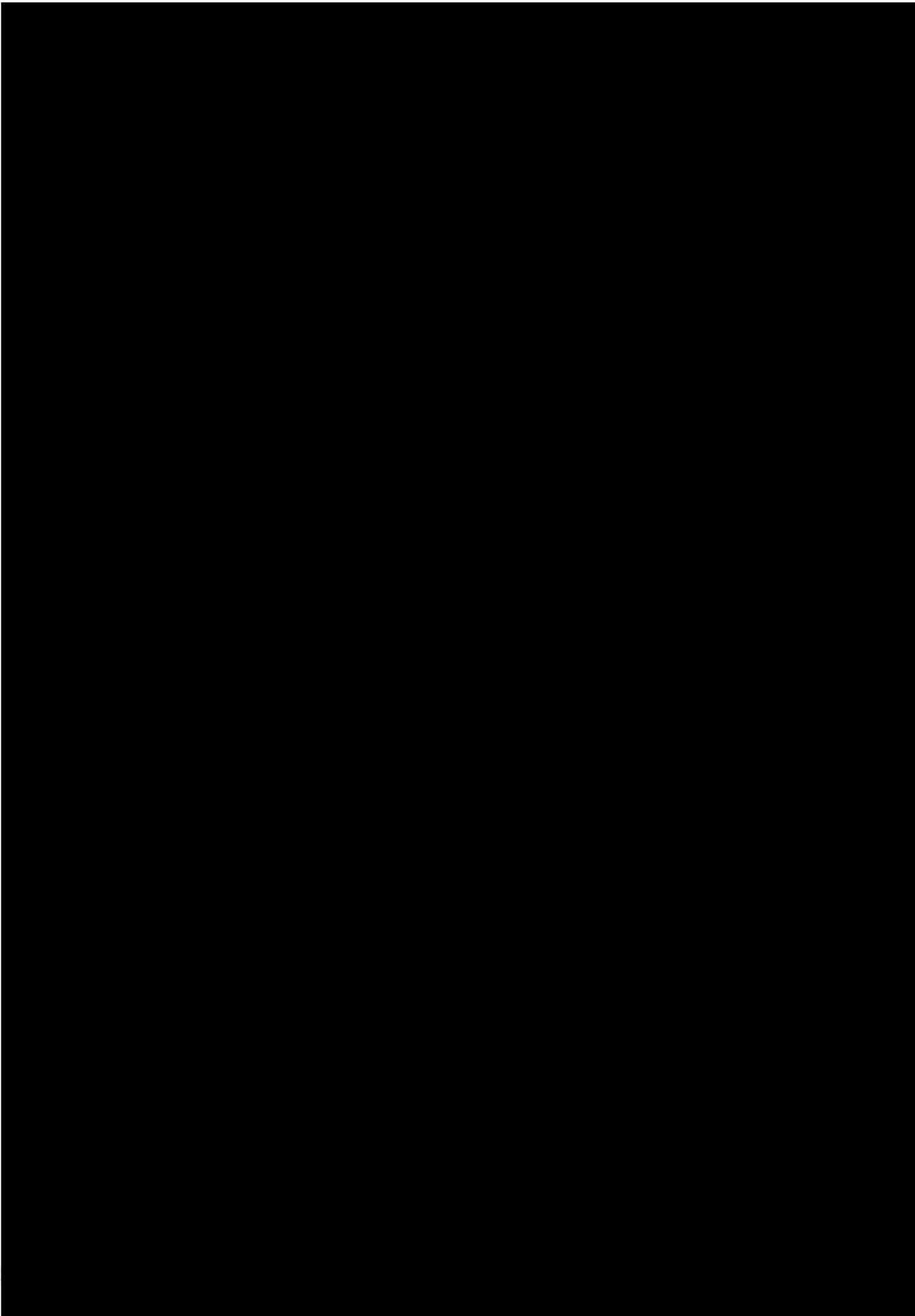




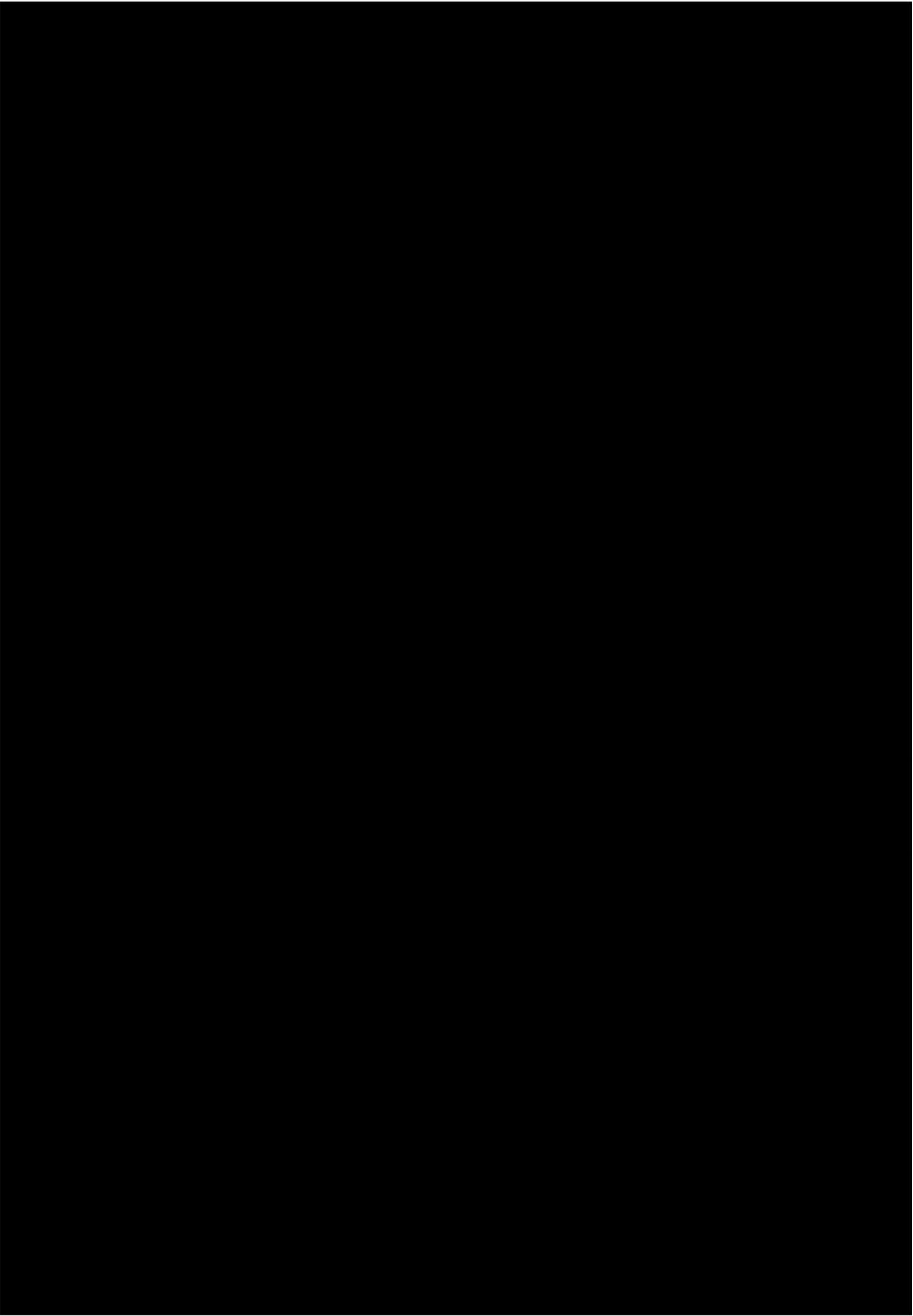


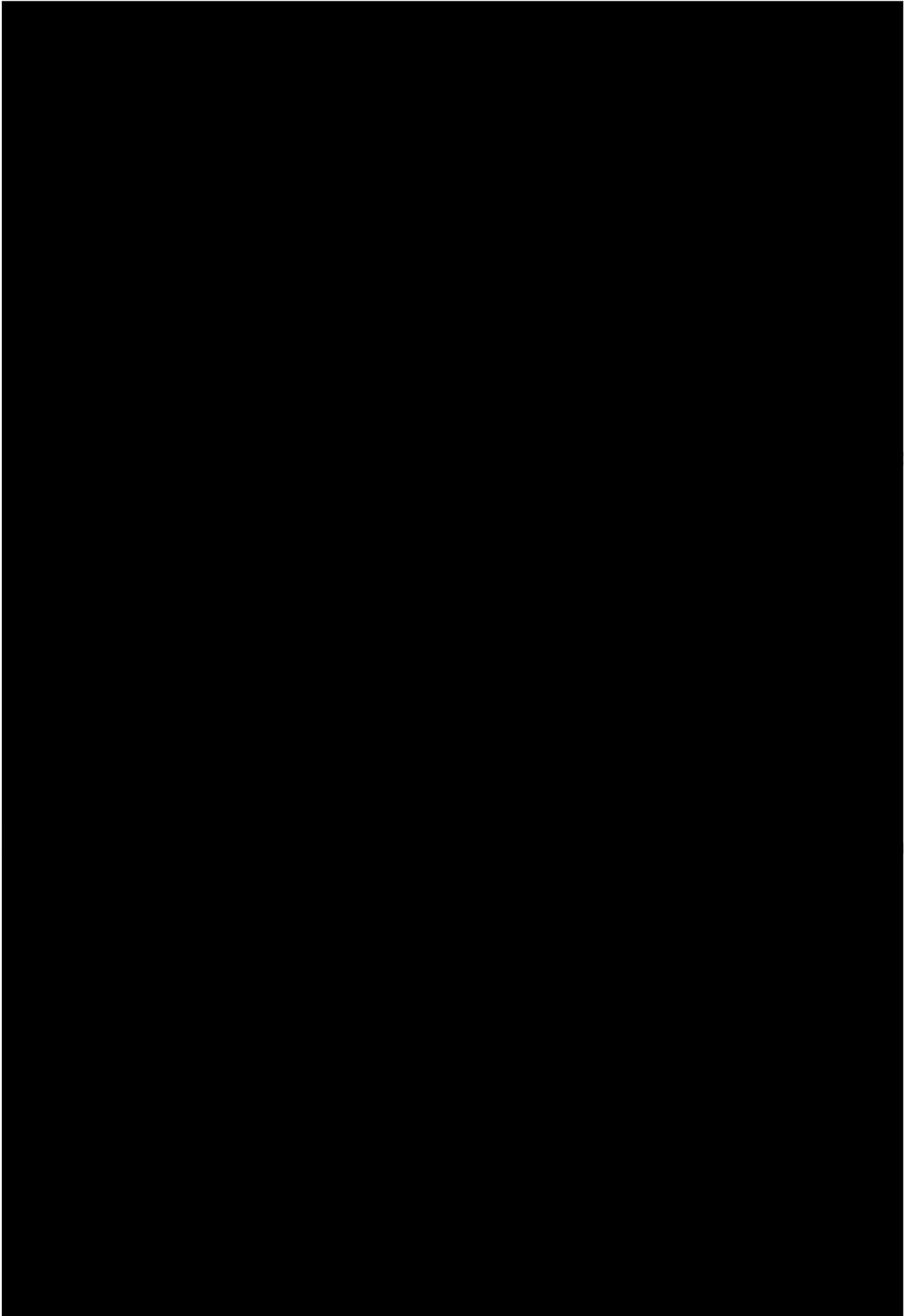


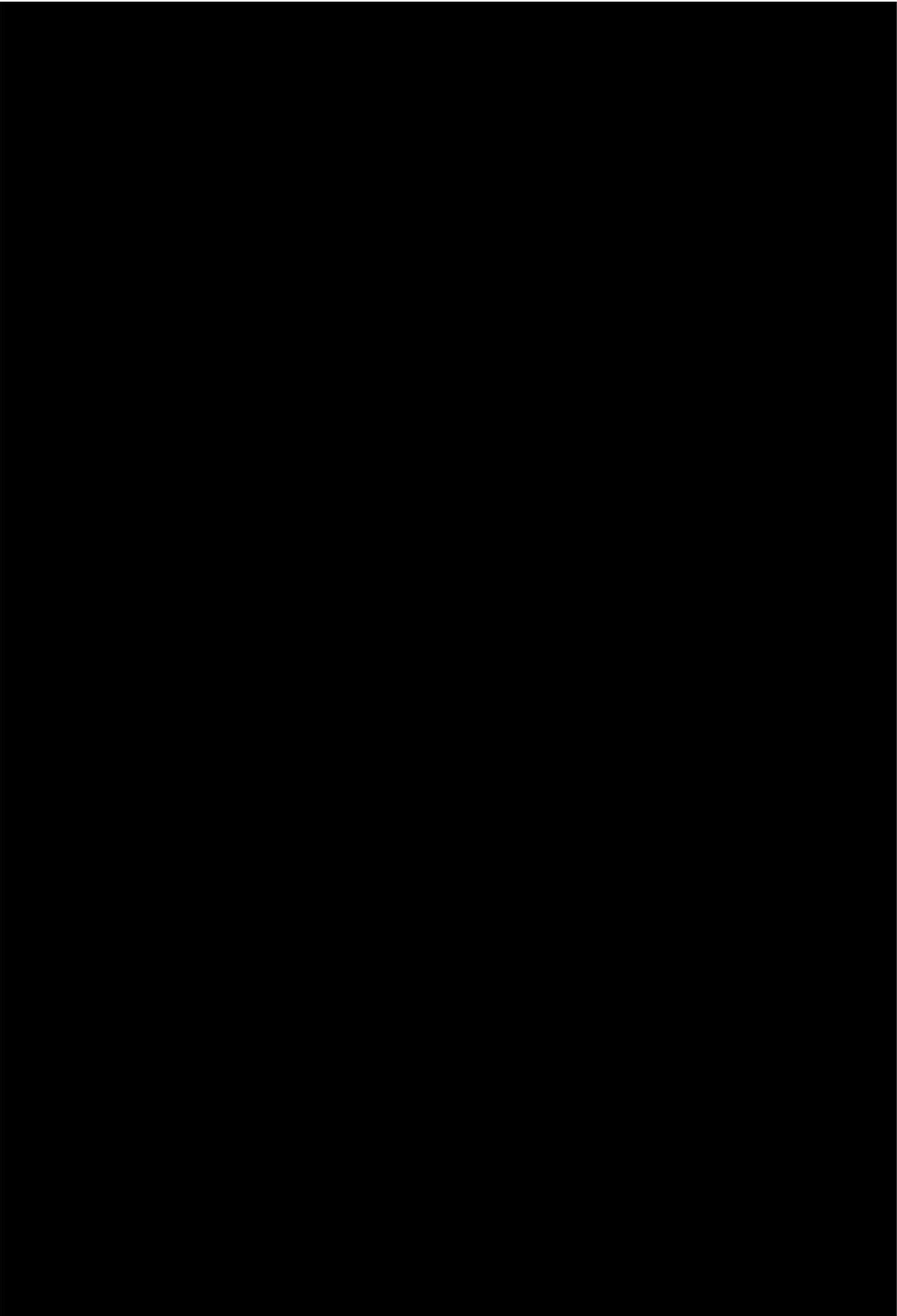


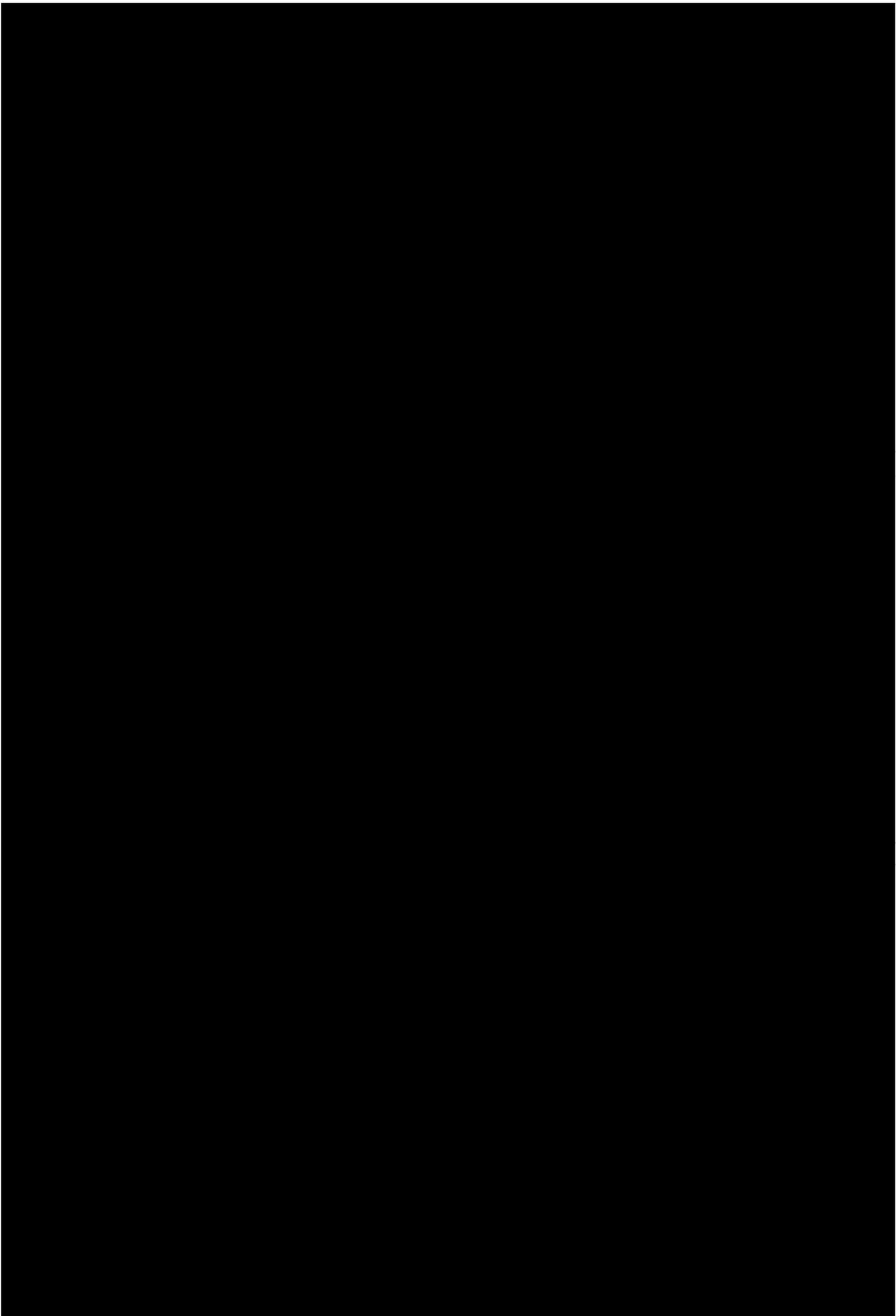


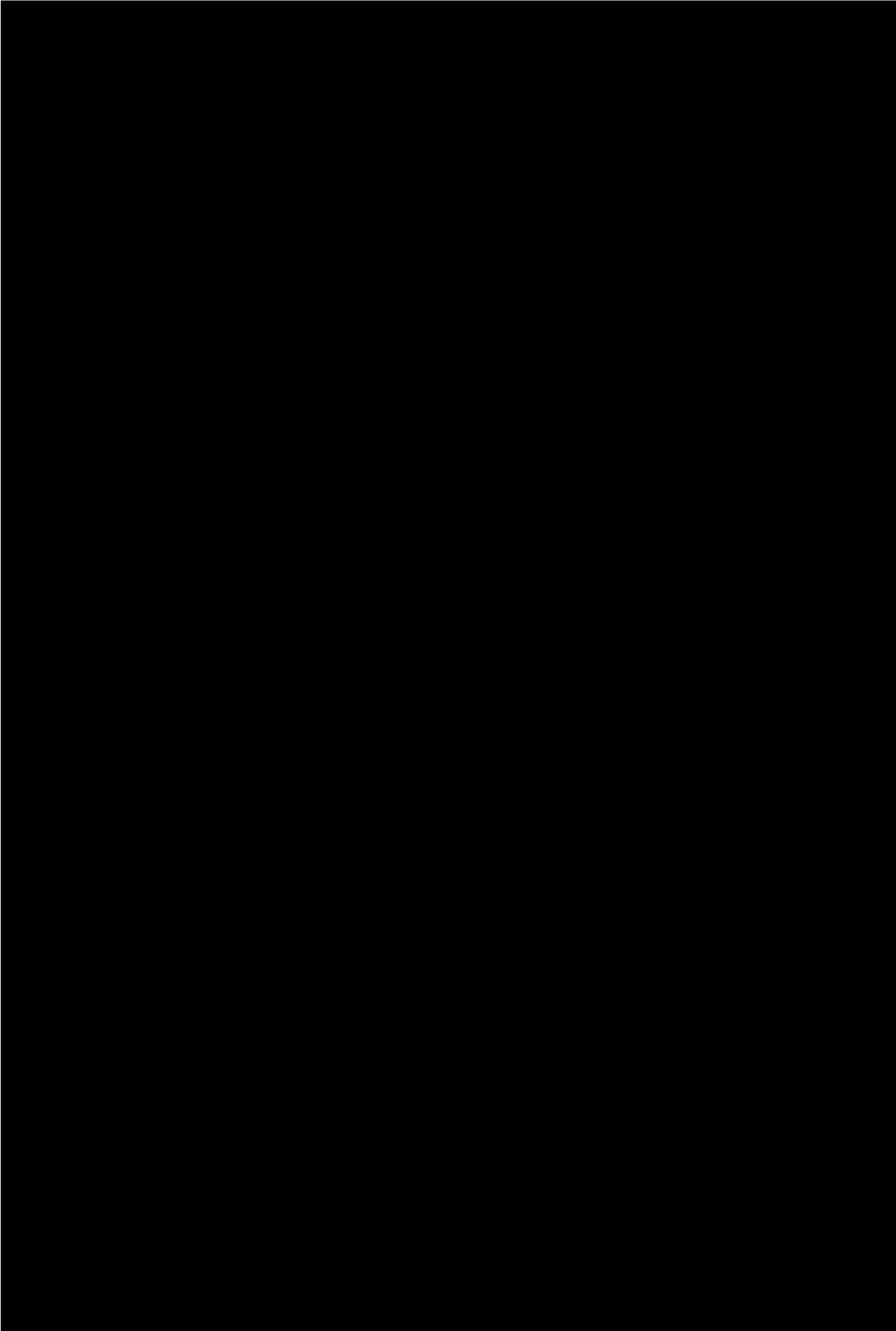




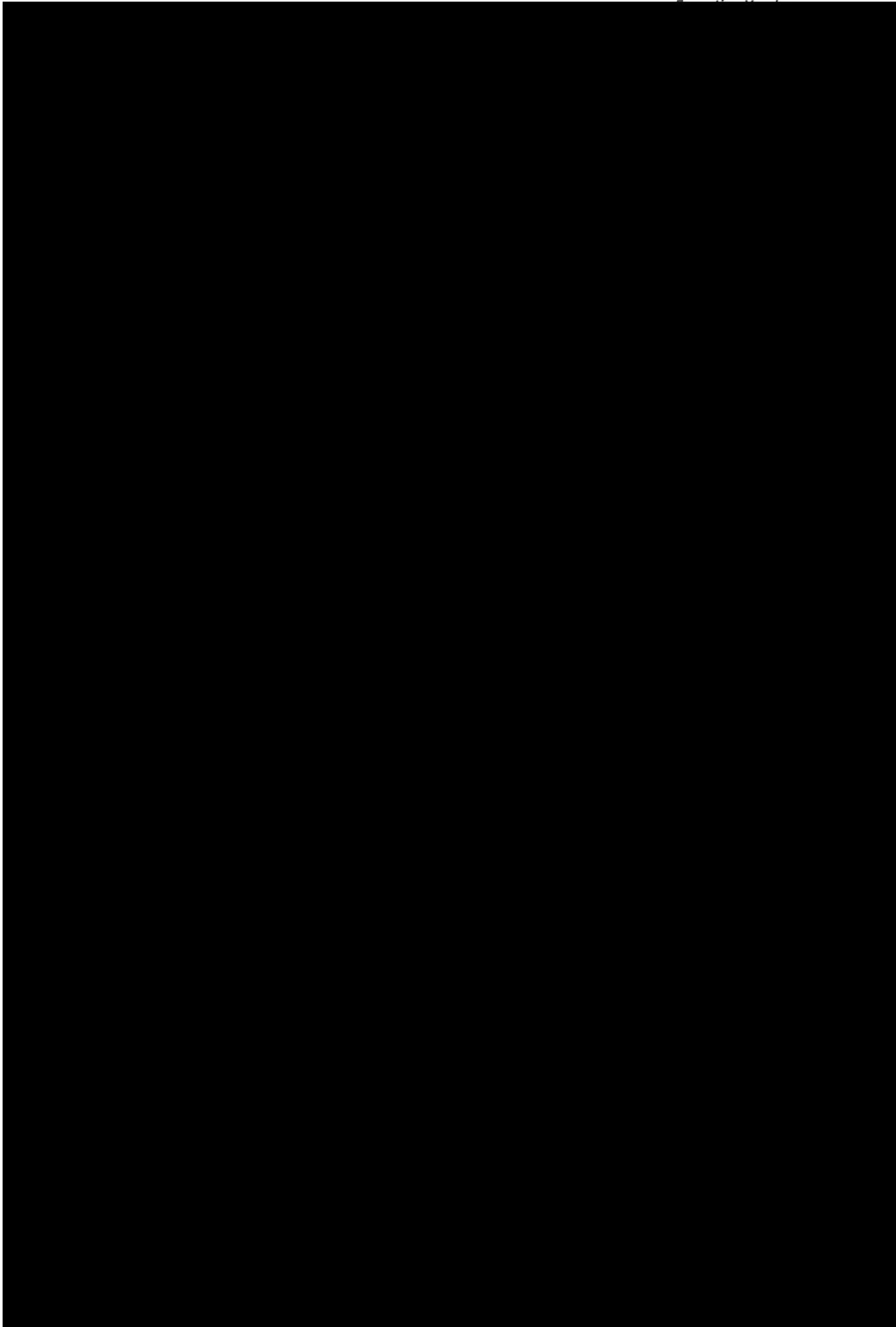


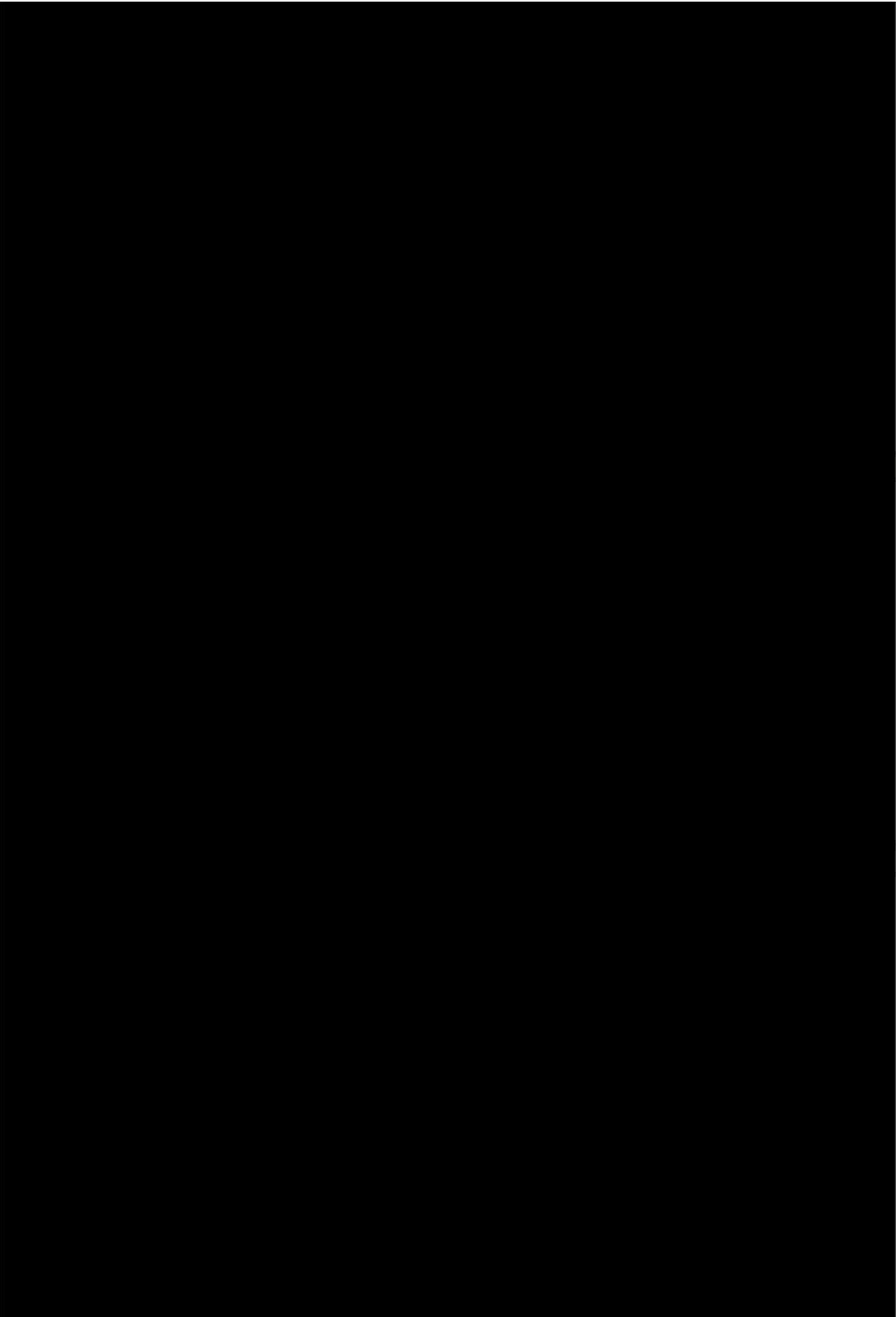


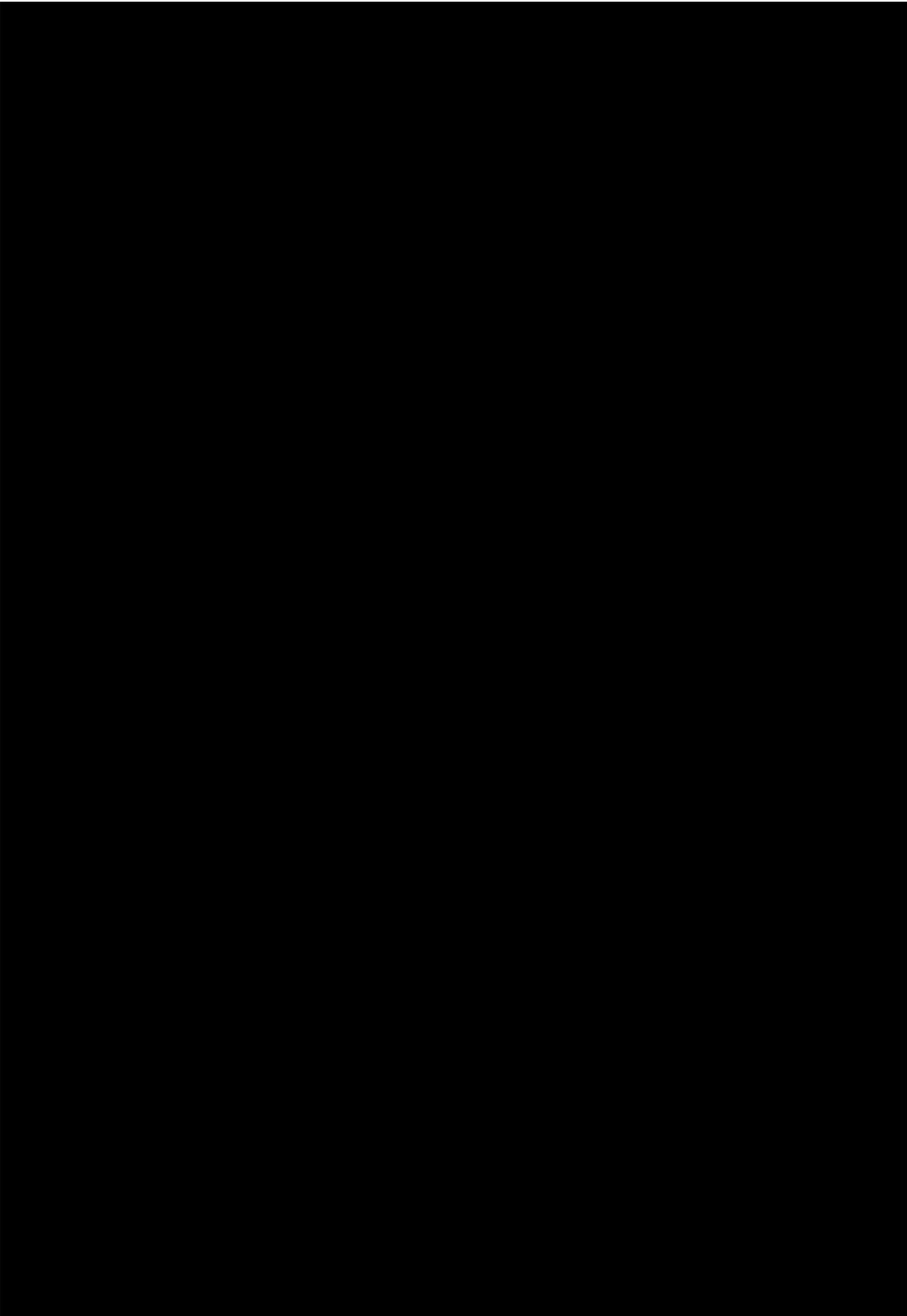






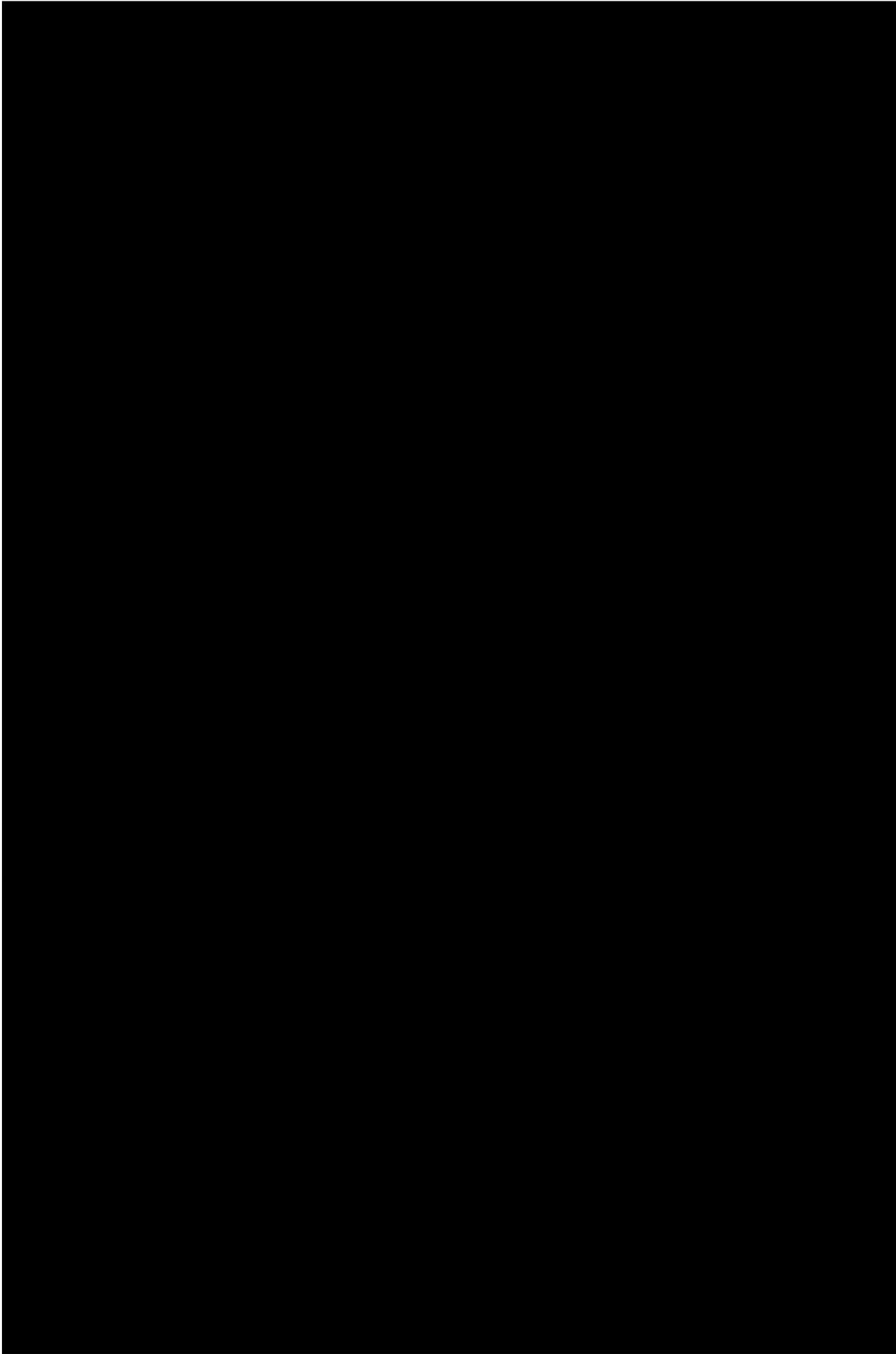


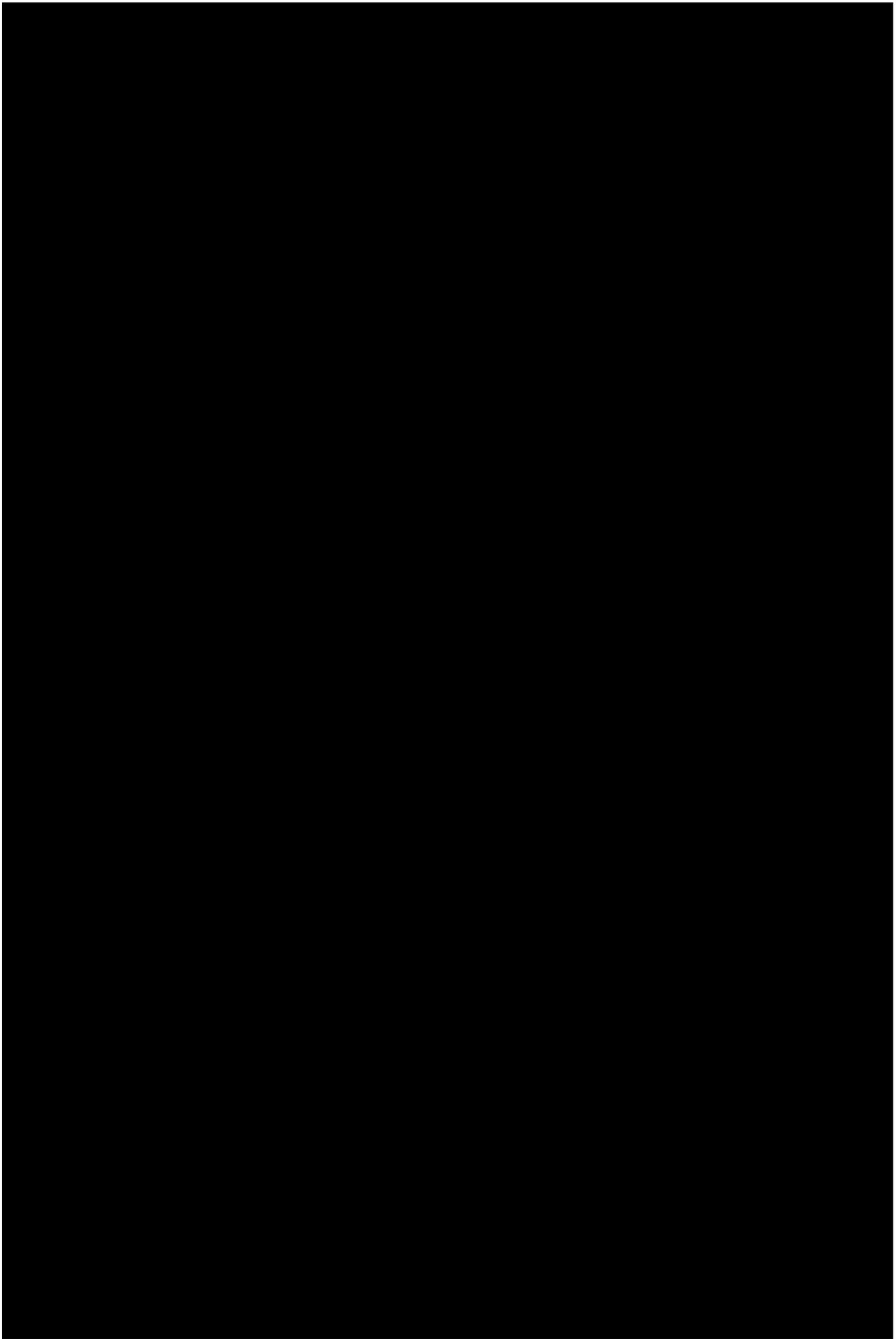


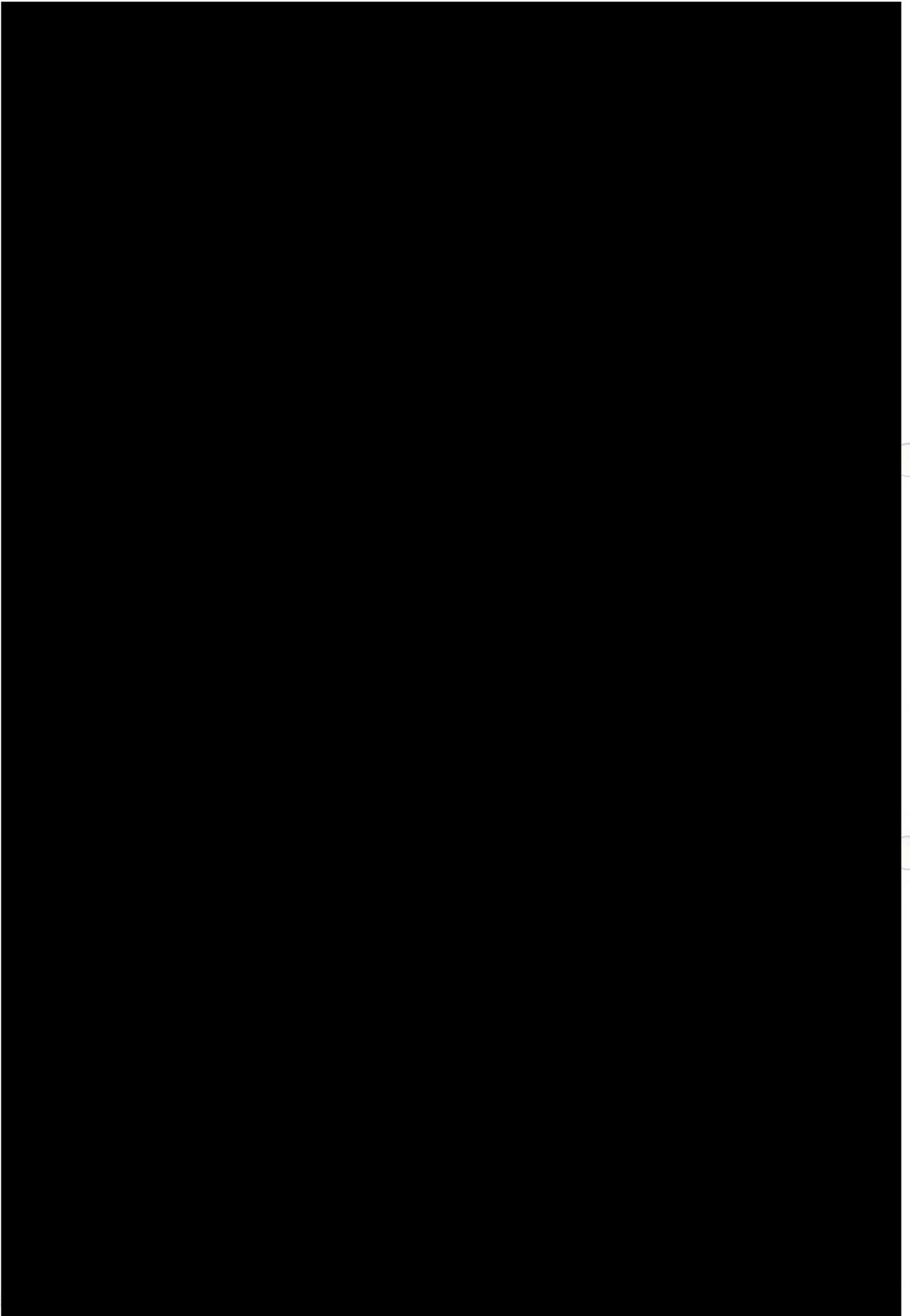


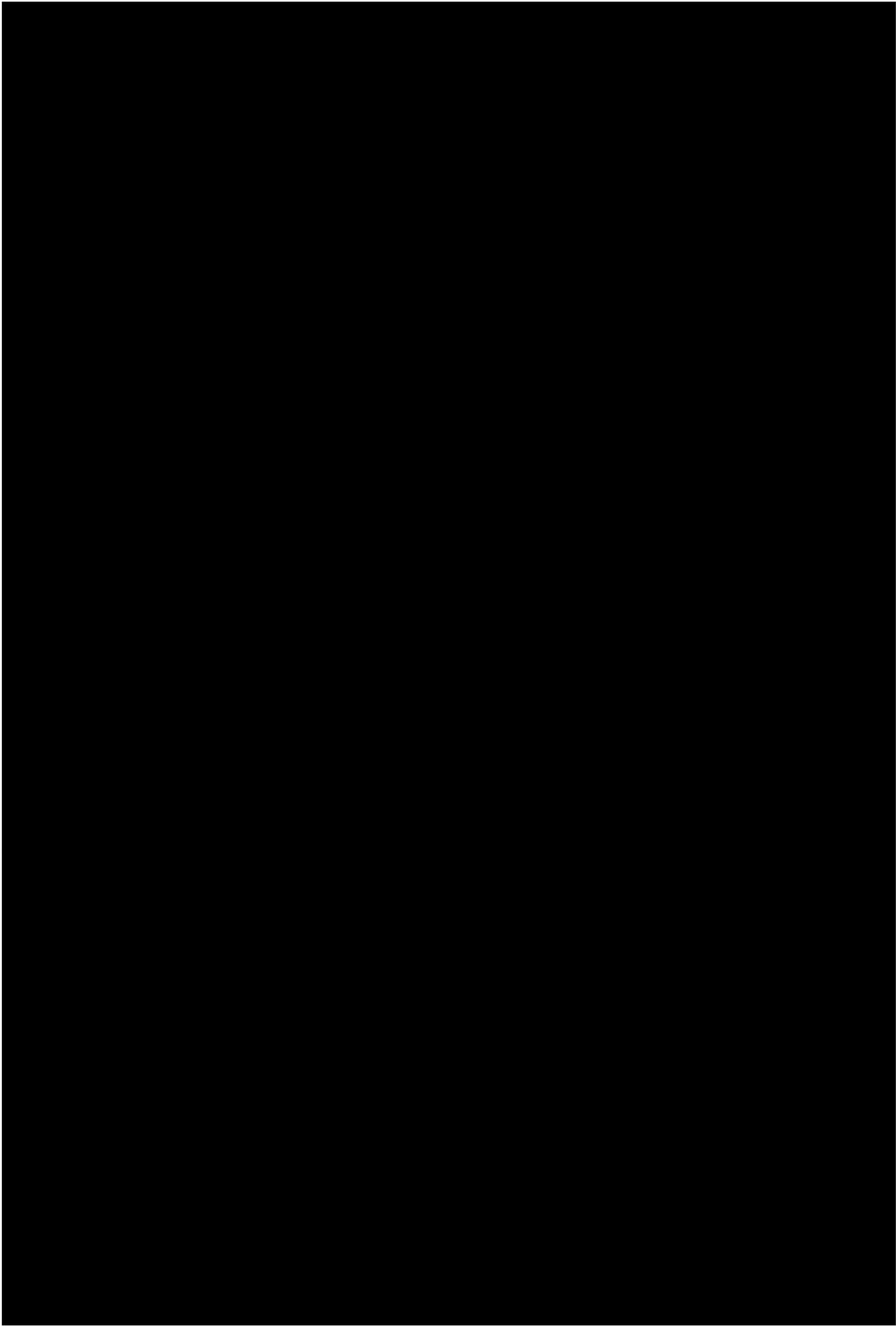


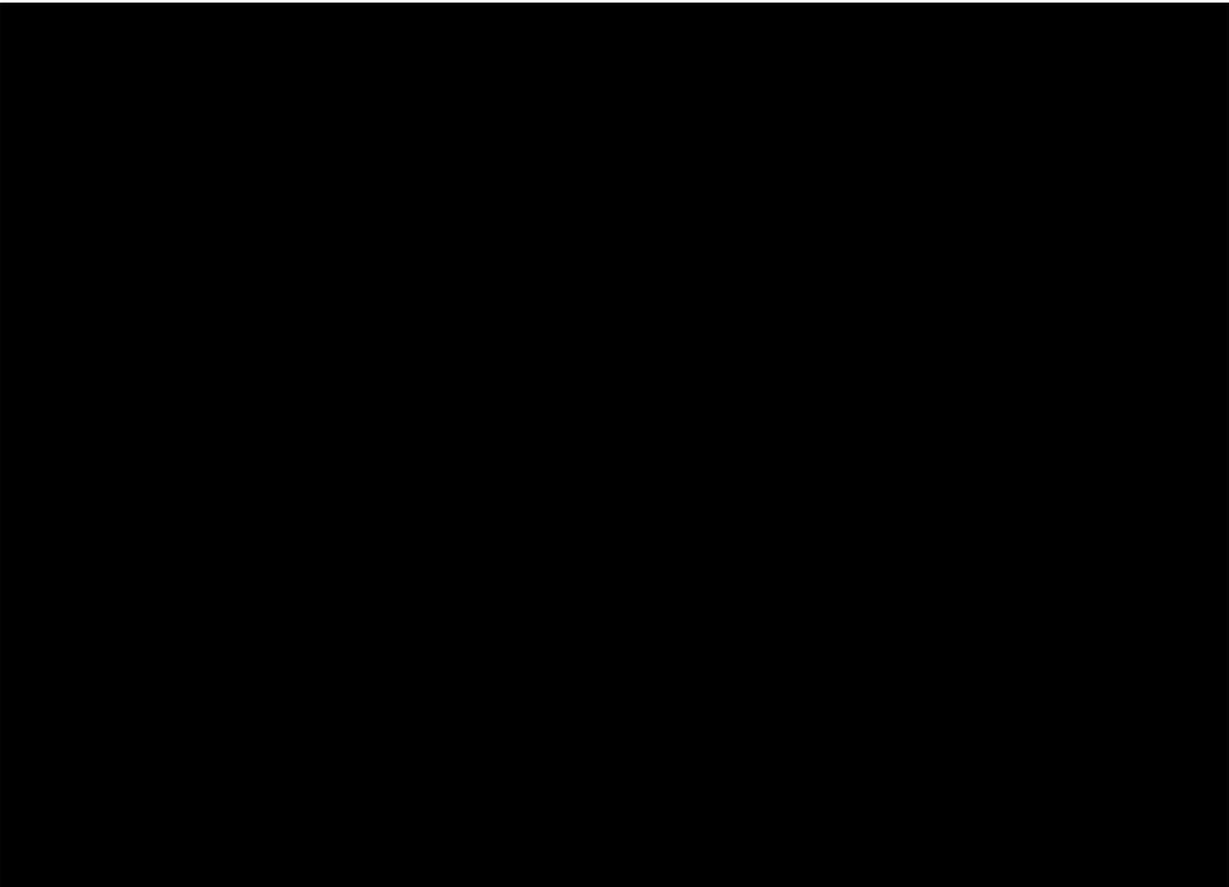


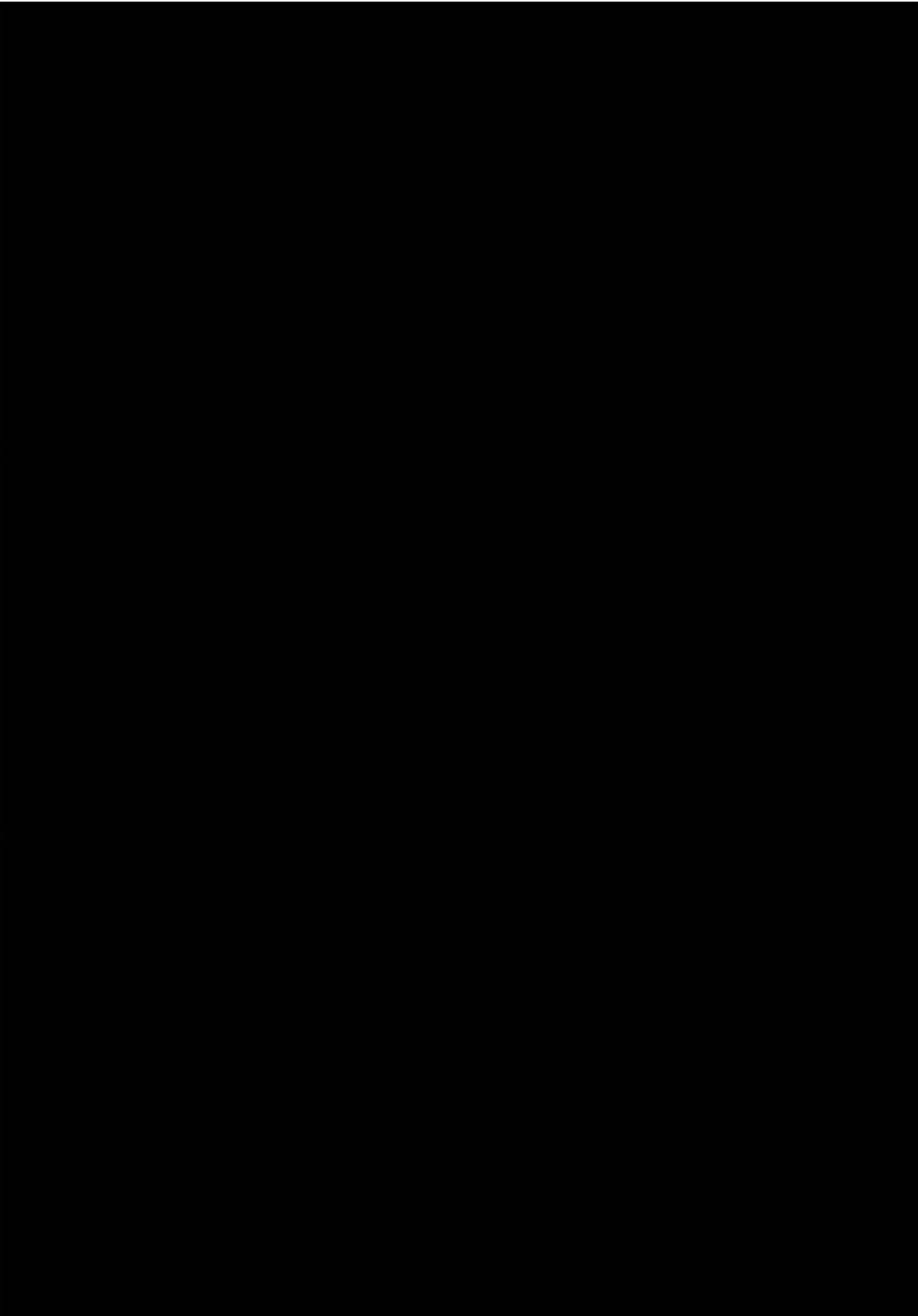


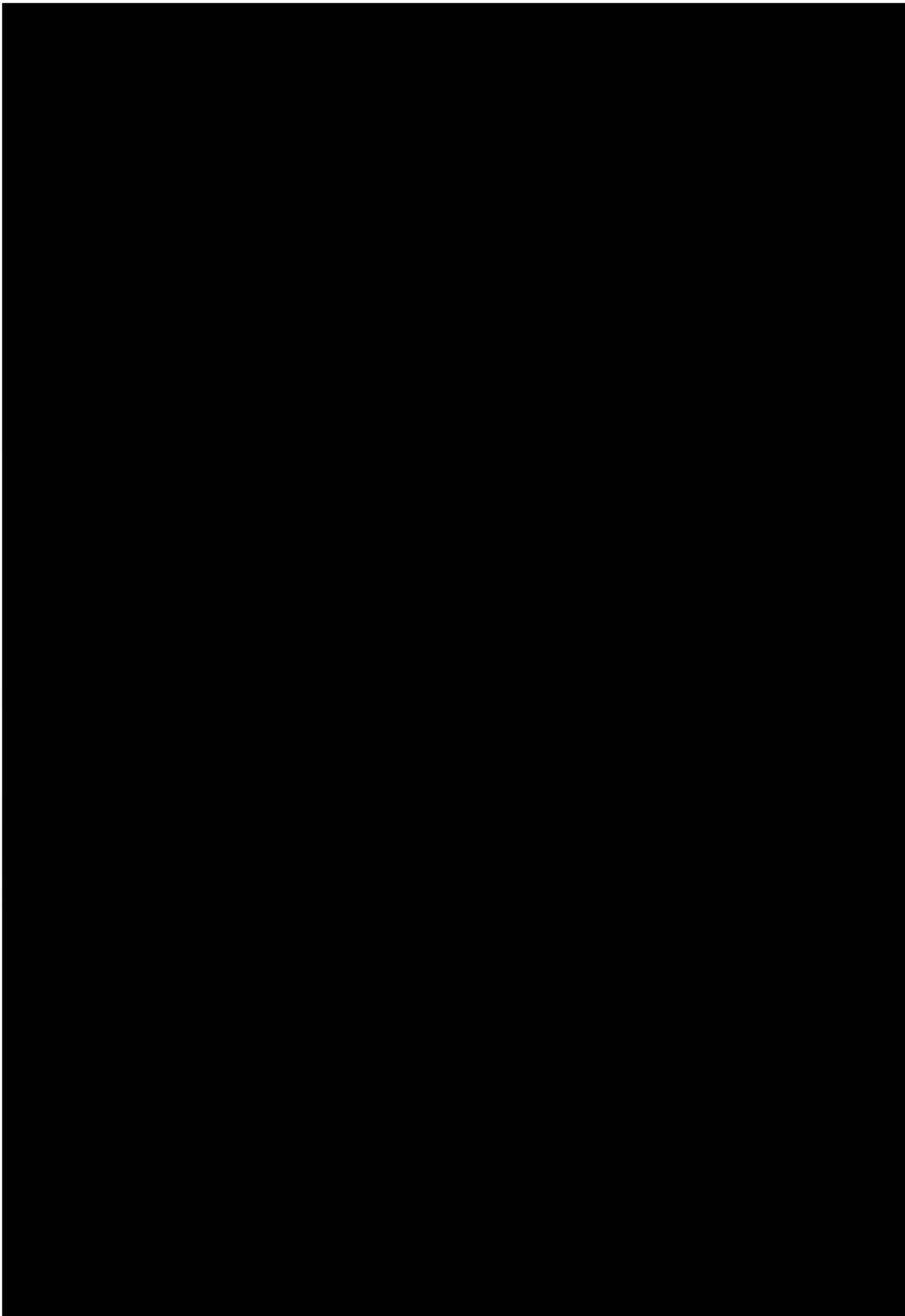


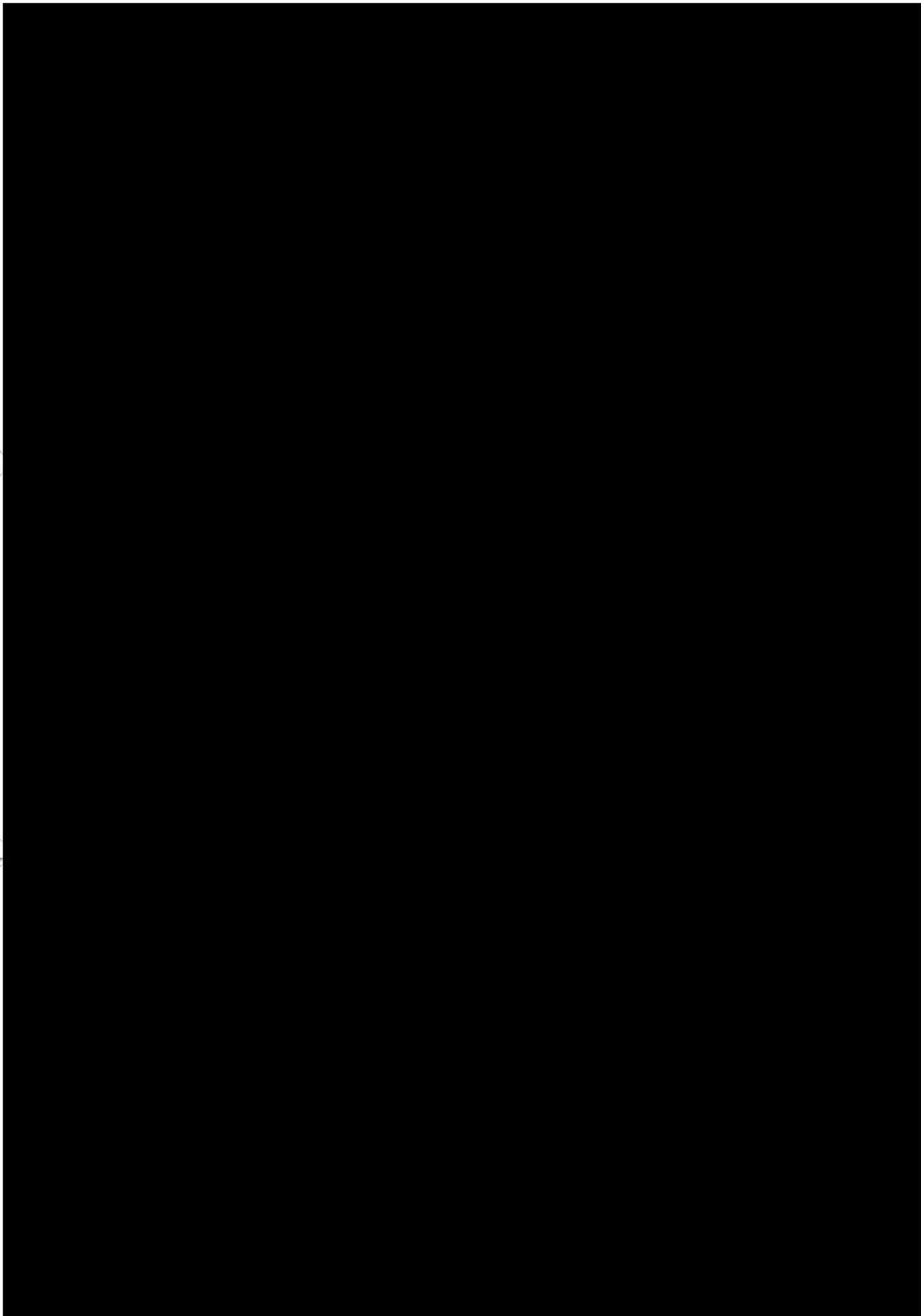


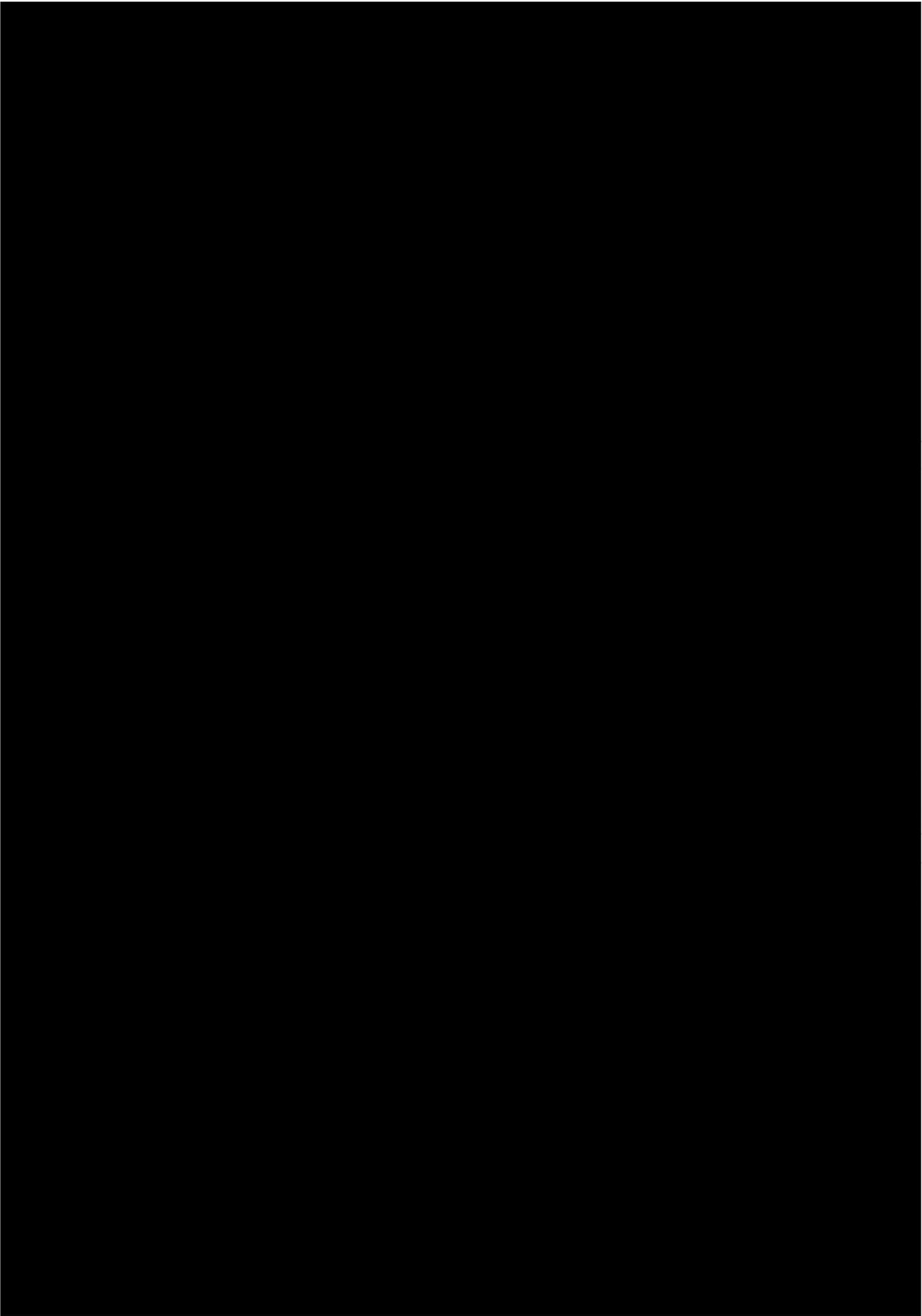


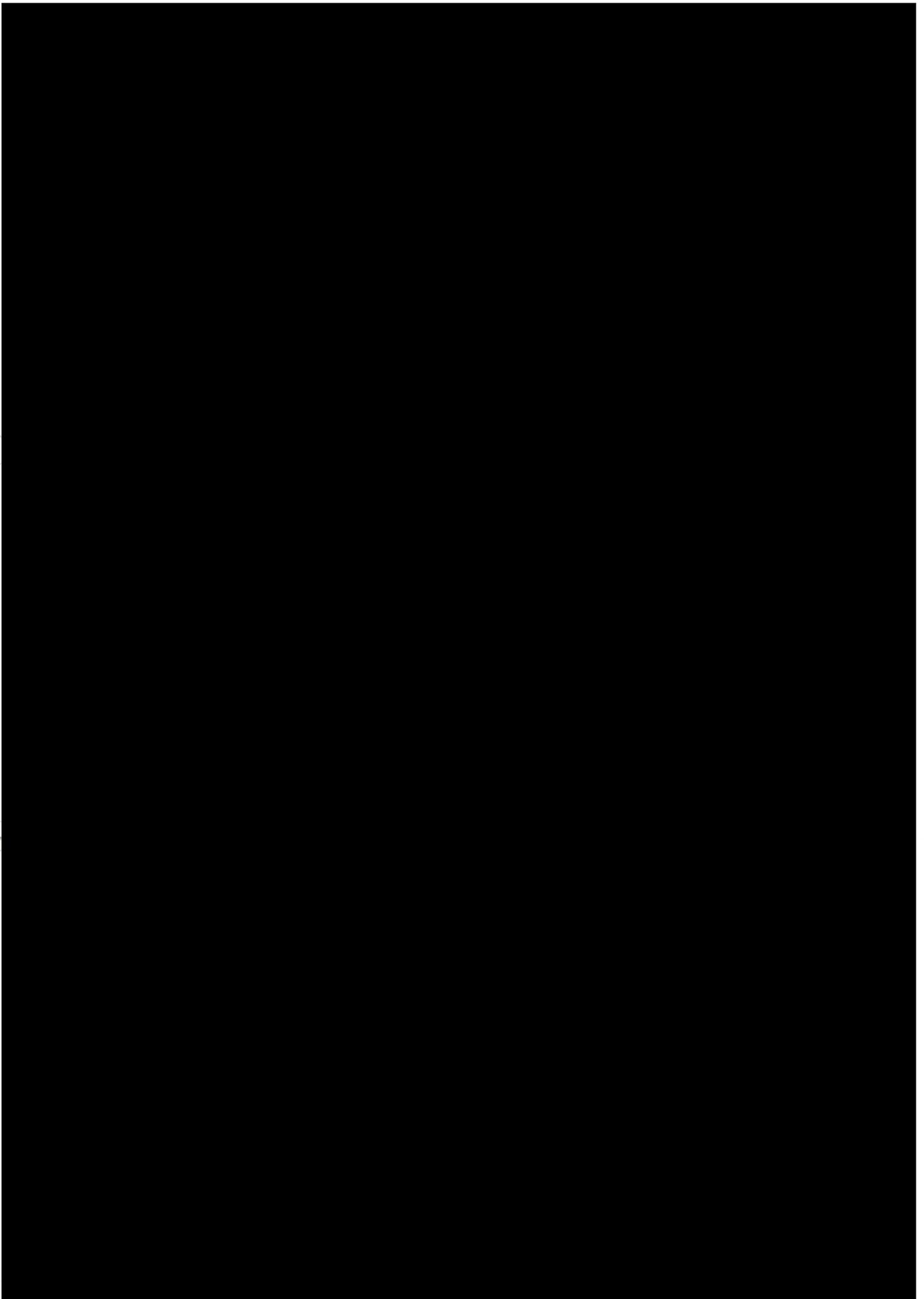


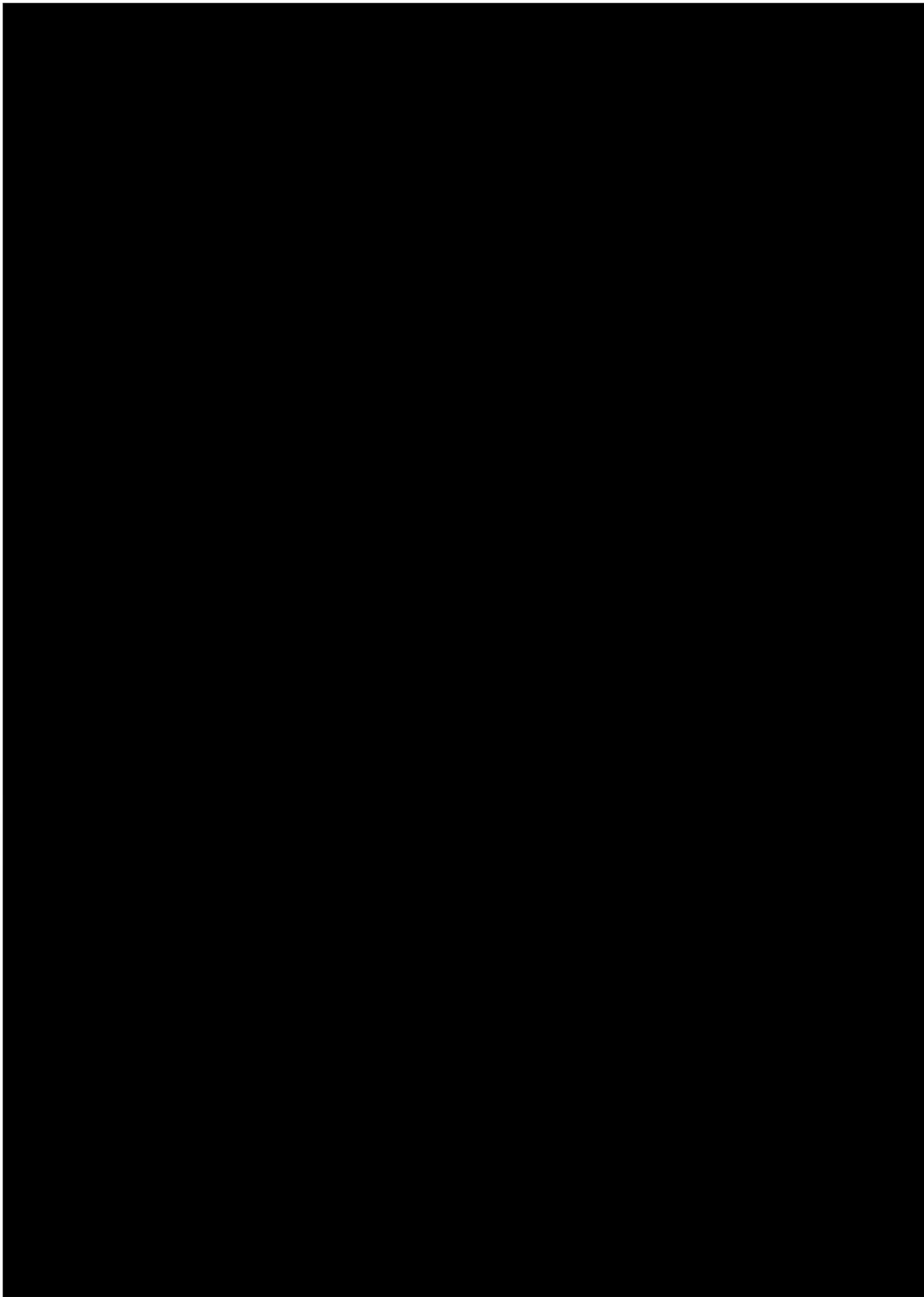


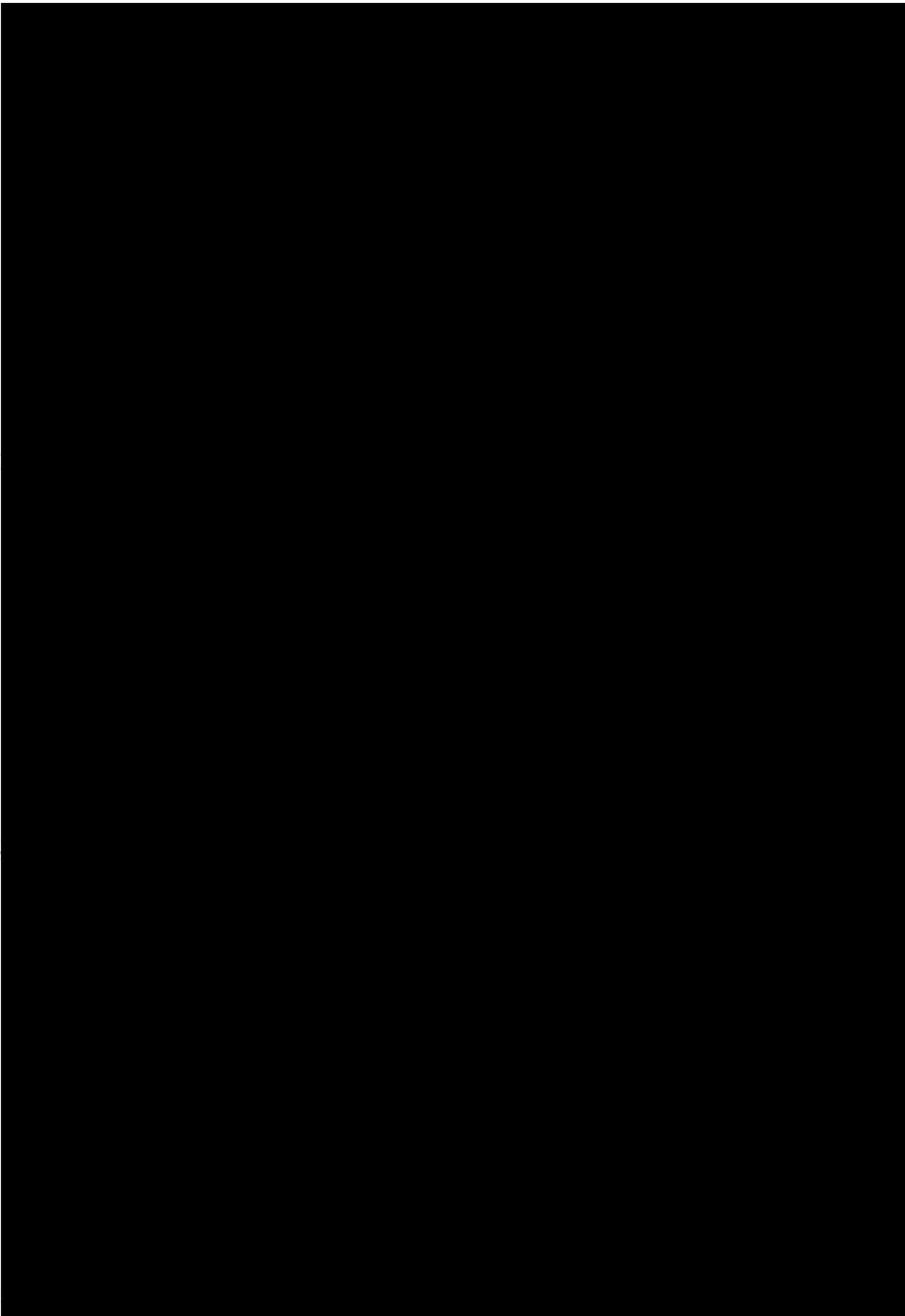


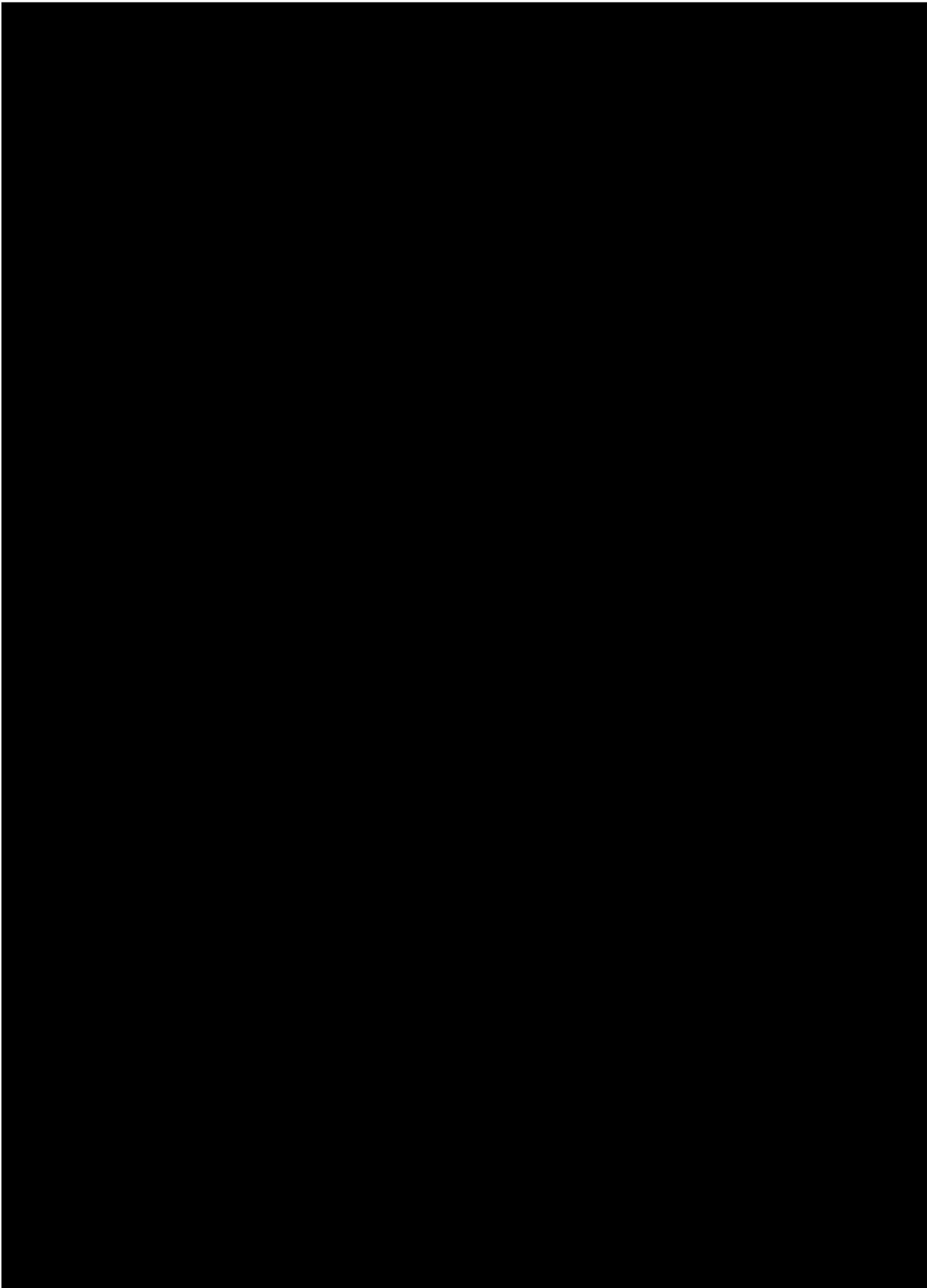


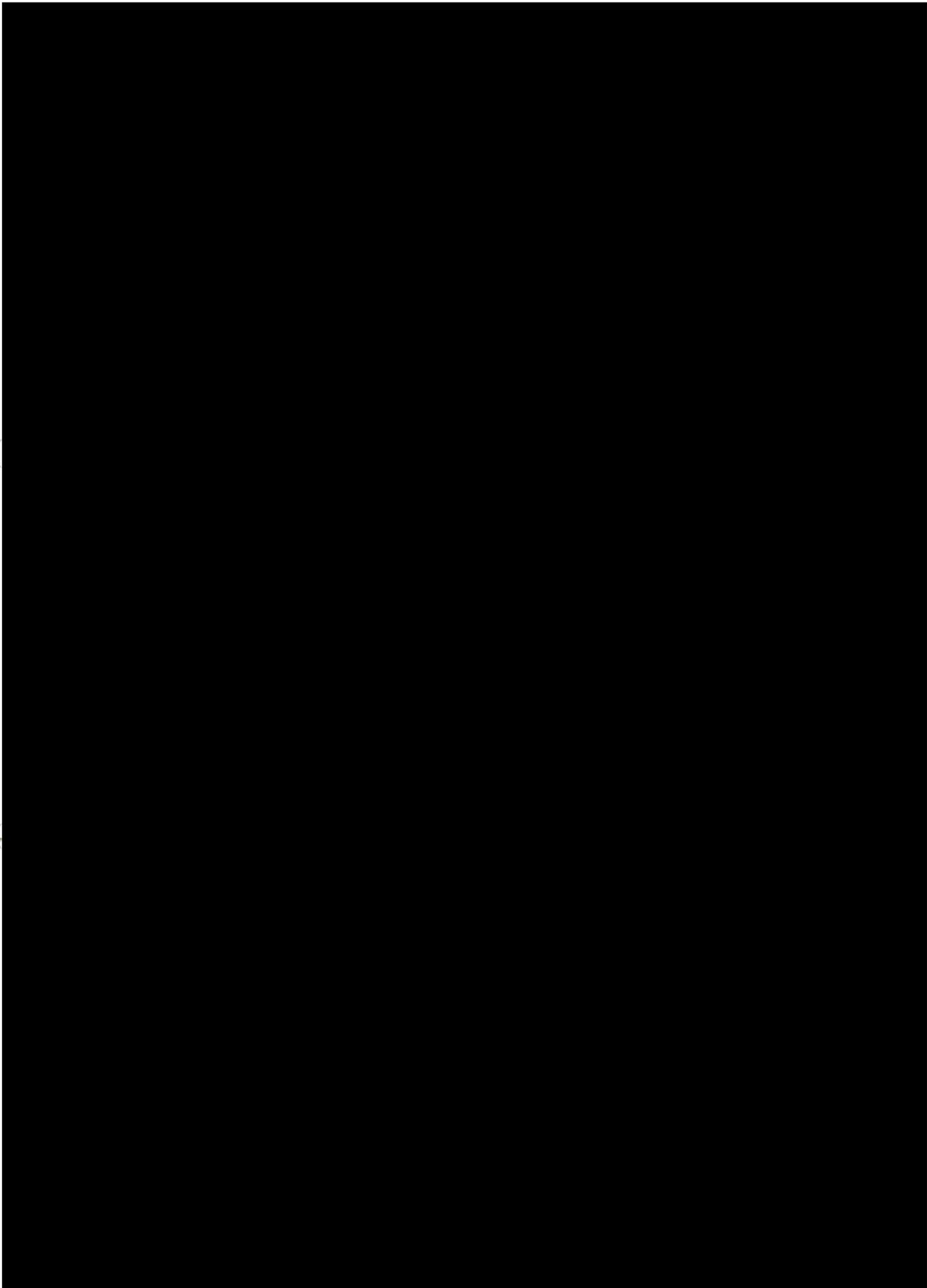


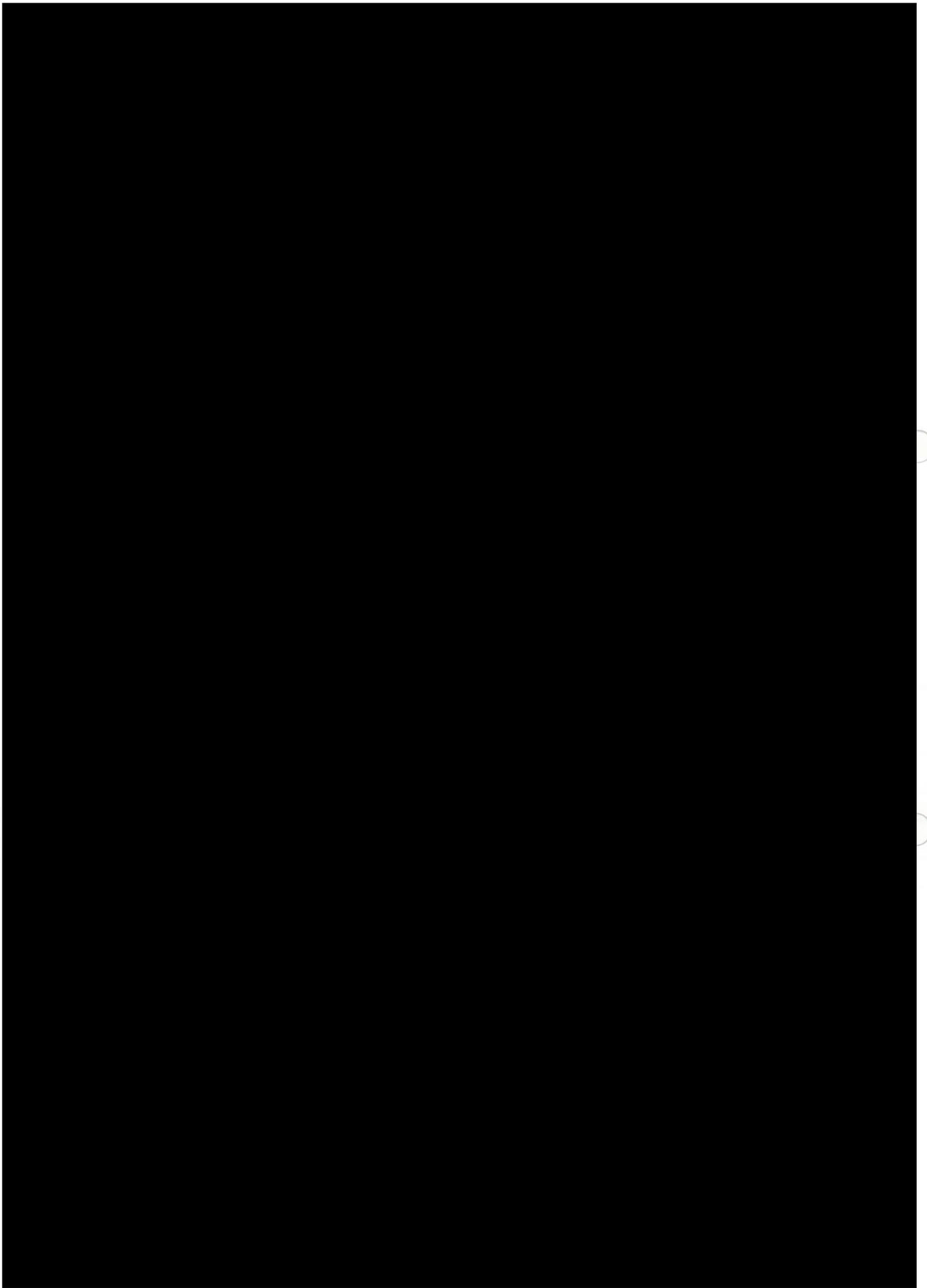


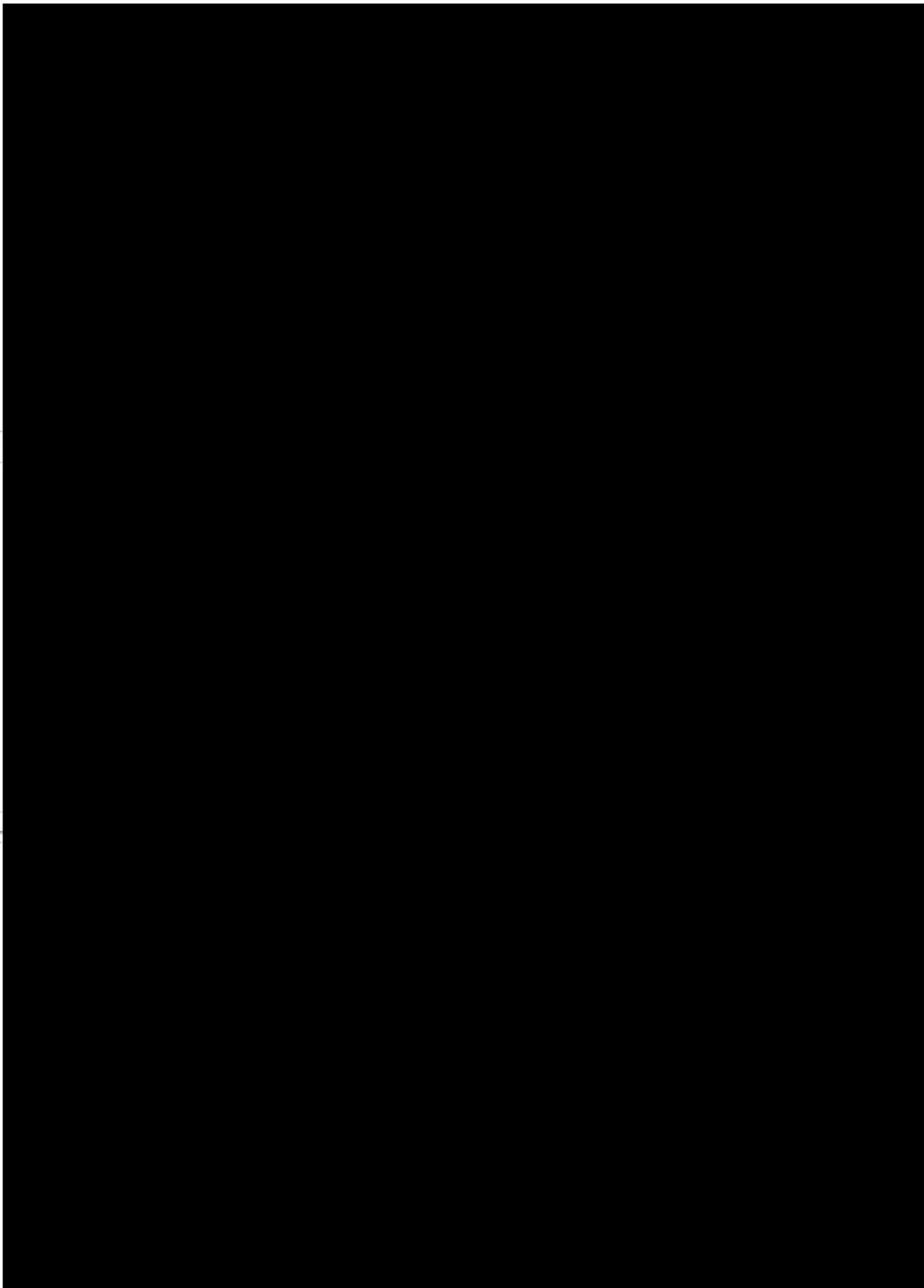


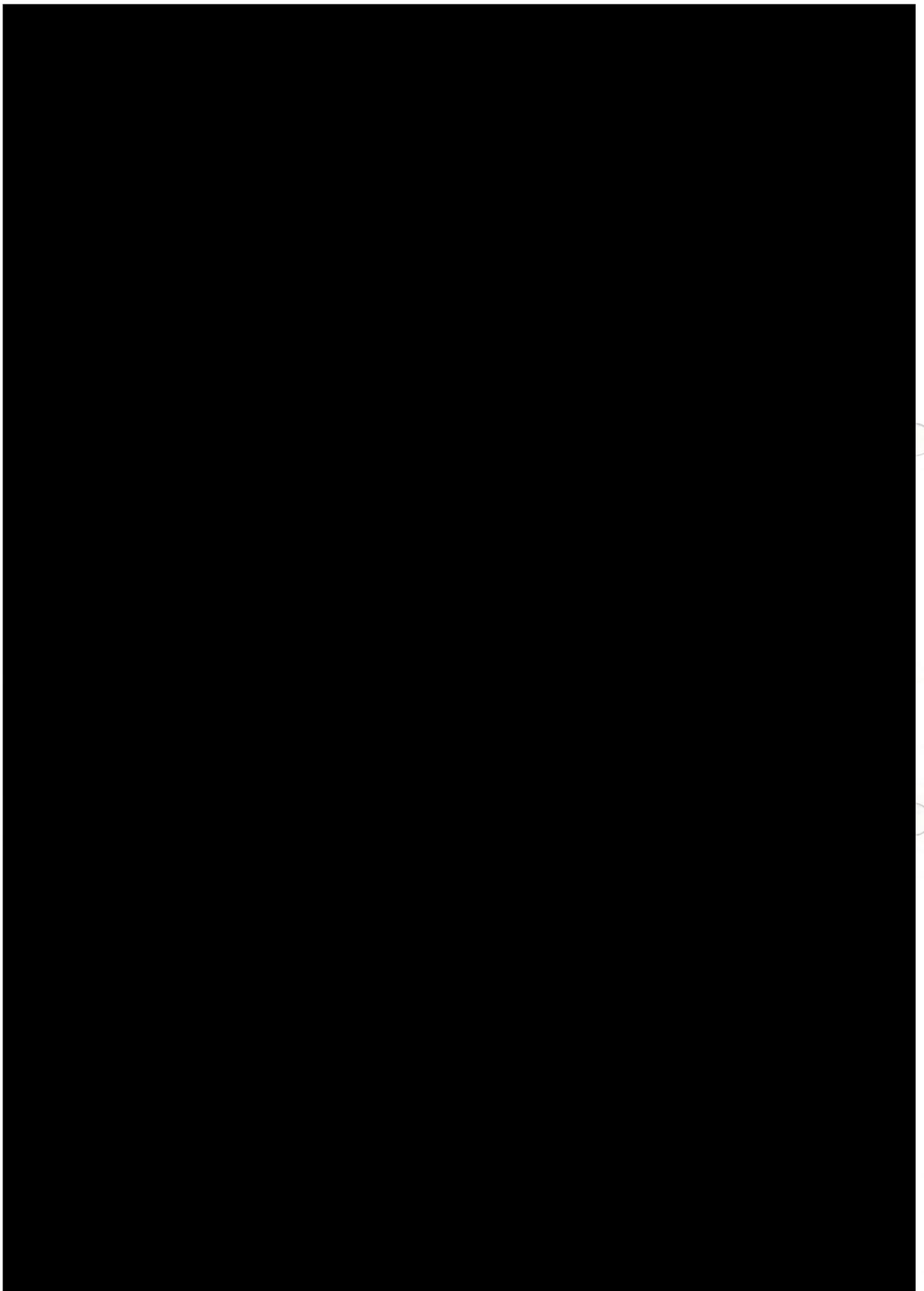


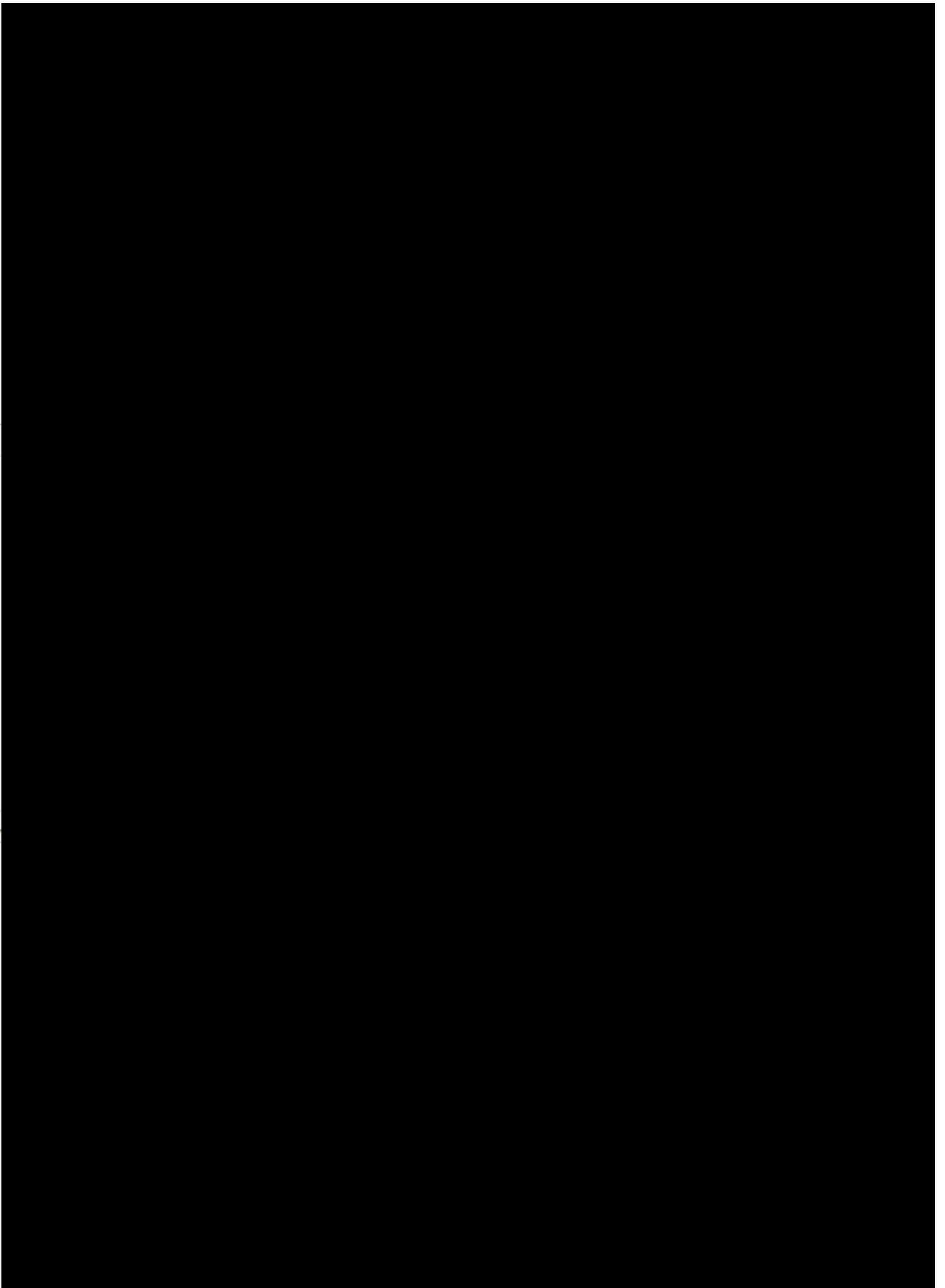


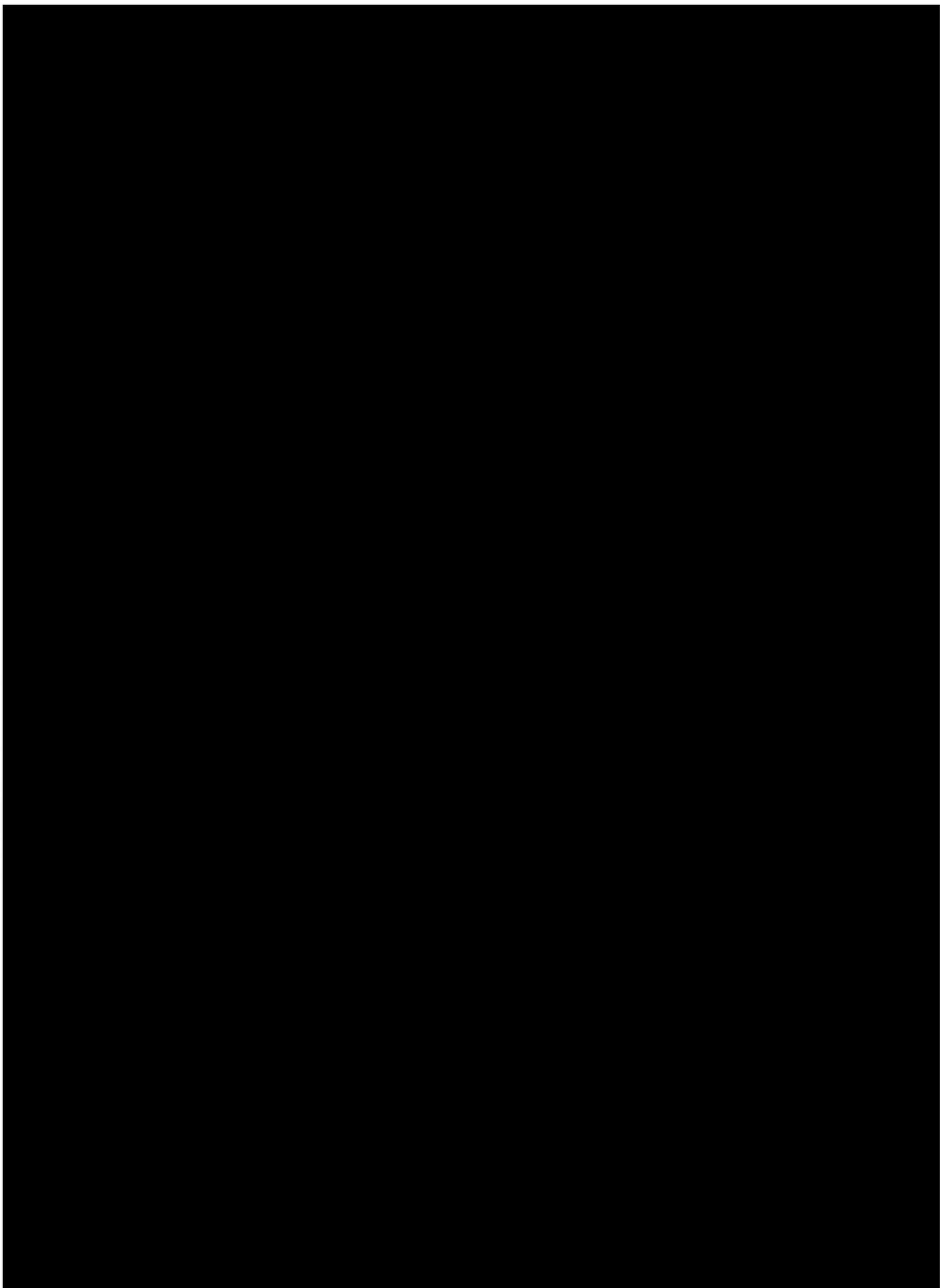


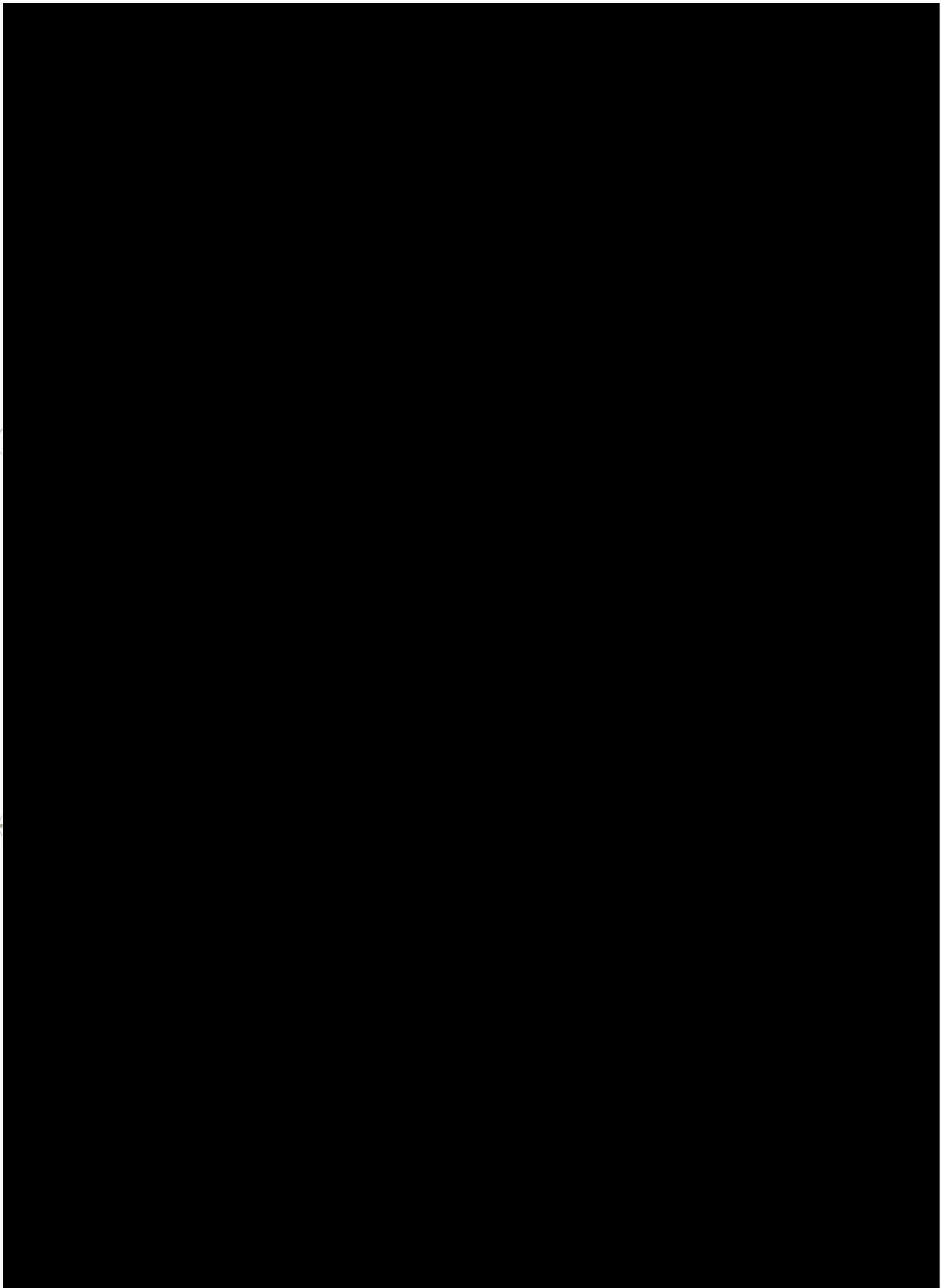


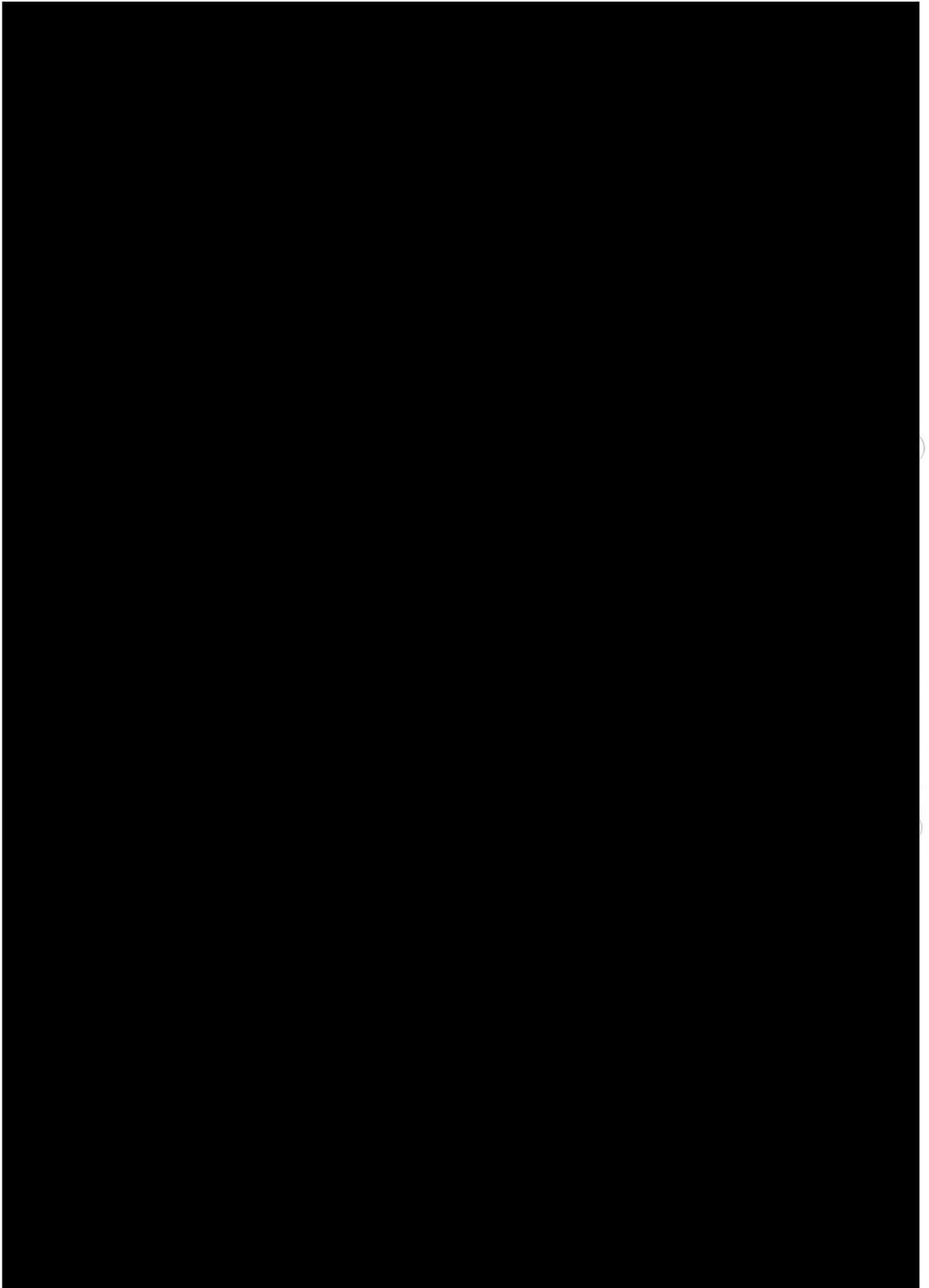


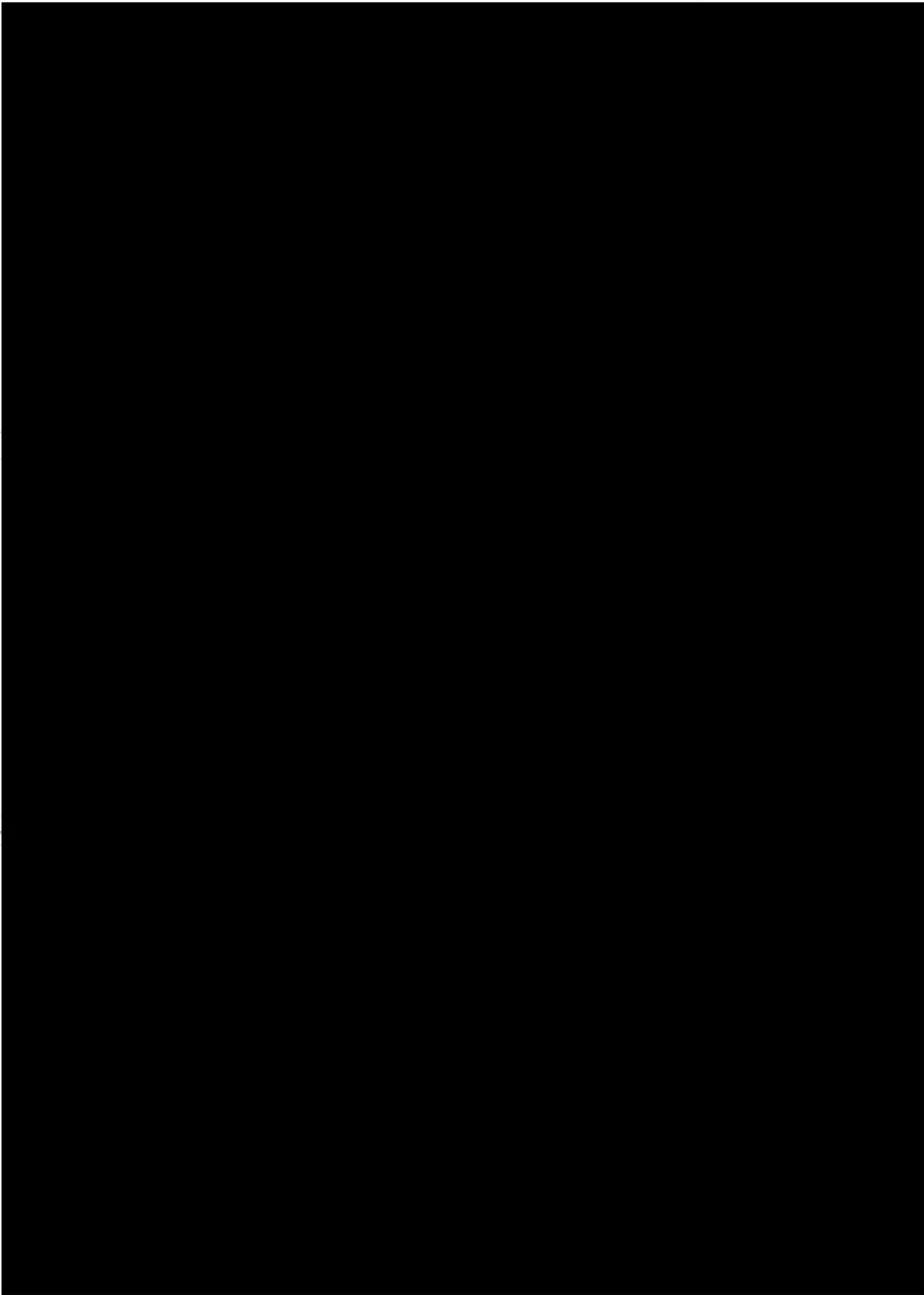


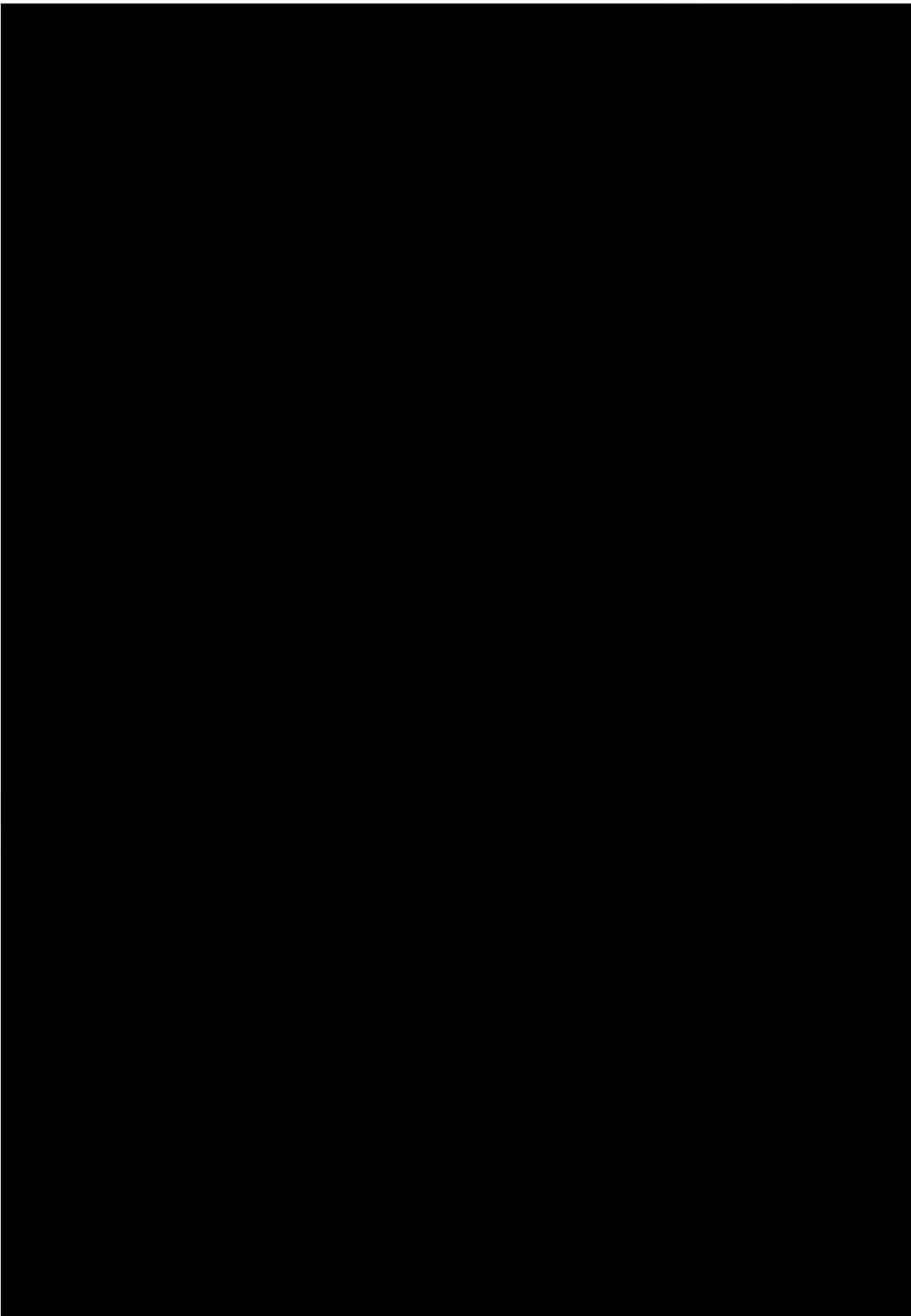


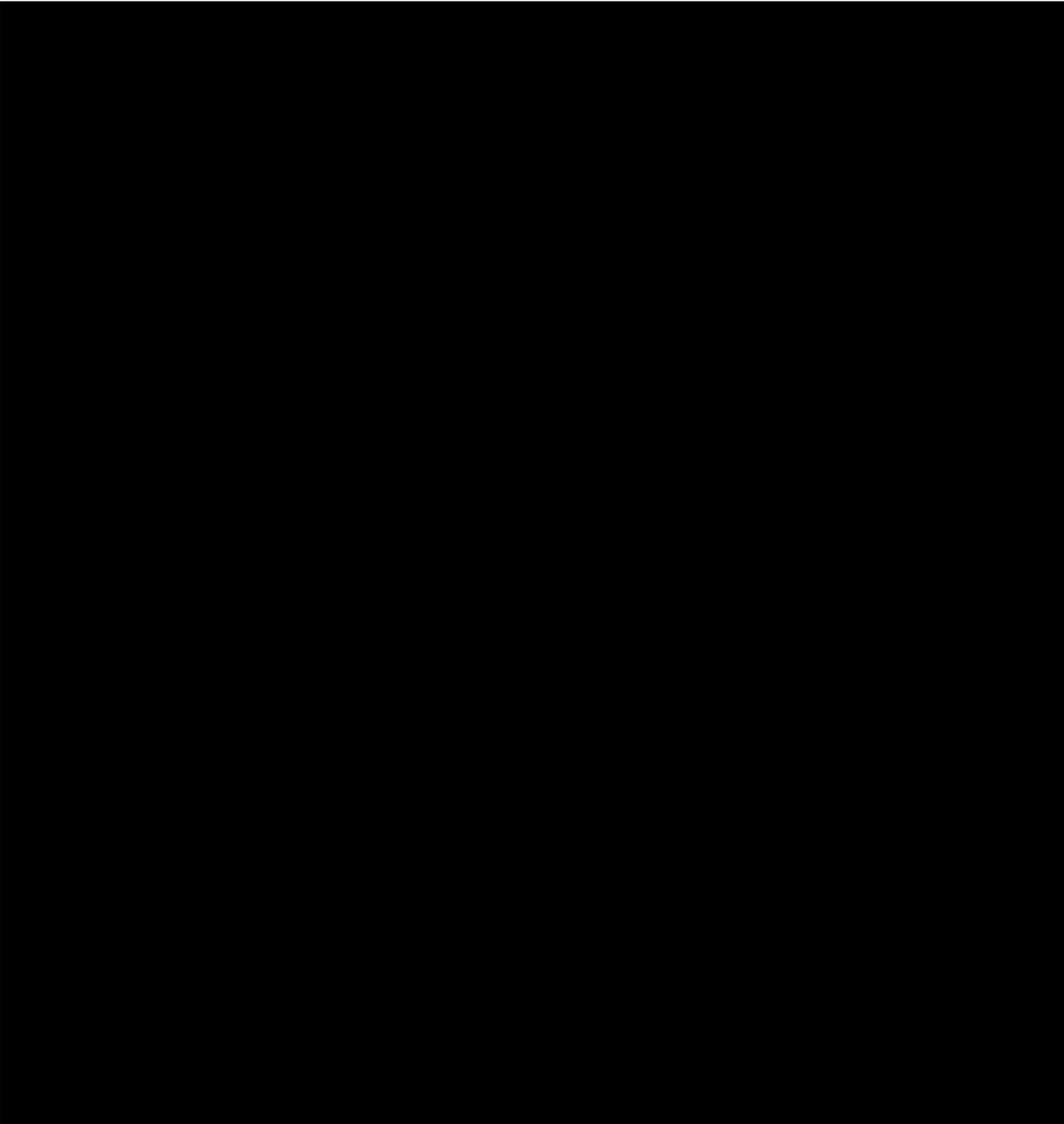












**SCHEDULE A20. – IDAR PANEL AGREEMENT**

(Schedule A8)

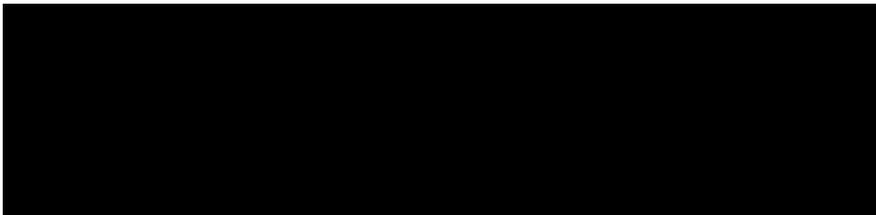
**IDAR Panel Agreement**

**This Agreement** is made at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2019  
between the following parties:

1. **Sydney Metro** ABN 12 354 063 515 a New South Wales Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW) and located at Level 43, 680 George Street, Sydney NSW 2000 (**Principal**)

and

2. **Members of the IDAR Panel** (collectively **Members**), namely:



and

3. (From each Accession Date) each person who accedes to this agreement under clause 4, being the person identified as the "Acceding Party" in an Accession Deed Poll (**Project Contractor**).

**RECITALS:**

- A. The Principal is responsible for delivering Sydney Metro City & Southwest. Sydney Metro City & Southwest involves multiple packages of works to be undertaken by contractors engaged by the Principal and by developers above or adjacent to the new Metro stations under separate contracts (**Project Contracts**).
- B. The Principal will progressively engage or enter into contracts with Project Contractors. As each Project Contract is entered into, the Project Contractor will execute an Accession Deed Poll substantially in the form set out in Schedule 1 and will thereby accede to the terms of this agreement.
- C. The Project Contracts provide for a dispute resolution process through the establishment and the operation of an IDAR Panel to assist in avoiding and resolving Disputes under the Project Contracts.
- D. The role of the IDAR Panel is to, among other things, encourage the Principal and the relevant Project Contractor to proactively resolve Disputes by providing a non-binding forum for the parties to establish their positions and narrow the issues in Dispute.
- E. The parties acknowledge the benefits of a project-wide IDAR Panel include an improvement in the quality of assessments and determinations as a result of the IDAR Panel's familiarity with complex interfaces across multiple integrated works packages.

- F. This agreement sets out the rights, obligations and duties of the Members, the Principal and (from each Accession Date) the Project Contractors in relation to the IDAR Panel and the Disputes (the **Agreement**).

**THIS AGREEMENT PROVIDES:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement:

**Accession Date** has the same meaning as given to the term "Effective Date" in the Accession Deed Poll, being the date from which each Project Contractor accedes to this Agreement.

**Accession Deed Poll** means the deed poll in substantially the same form as Schedule 1 (with relevant details duly completed) which is to be executed by each Project Contractor in accordance with clause 4.

**Continuing Parties** has the same meaning as given to the term "Continuing Parties" in the Accession Deed Poll, being those parties to the Agreement at the Accession Date, excluding the Principal.

**Fees and Disbursements Letter** means each of the following:

- (a) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and [REDACTED] dated on or about the date of this agreement;
- (b) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and [REDACTED] dated on or about the date of this agreement;
- (c) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and [REDACTED] dated on or about the date of this agreement; and
- (d) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and [REDACTED] dated on or about the date of this agreement.

**Joint Project Committee** means the committee established under the Master Interface Protocols Deed Poll.

**Members** means the four individuals appointed to the IDAR Panel in accordance with this Agreement.

**Project Briefing** has the meaning given in clause 6.

**Project Contract** has the meaning given in Recital A.

**1.2 Terms defined in the Project Contracts**

Terms used in this Agreement which are not otherwise defined will have the meaning given to them in the Project Contracts.

### 1.3 Interpretation

In this Agreement unless the context otherwise requires:

- (a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;
- (b) the words "including", "includes" and "include" will be read as if followed by the words without limitation;
- (c) a reference to any party to this Agreement includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;
- (d) a reference to any Authority, institute, association or body is:
  - (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
  - (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that Authority, institute, association or body;
- (e) a reference to this Agreement or to any other deed, agreement, document or instrument is deemed to include a reference to this Agreement or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (f) a reference to any legislation or to any section or provision of it includes:
  - (i) any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision; and
  - (ii) ordinances, by-laws, regulations of and other statutory instruments issued under that legislation, section or provision;
- (g) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;
- (h) headings are for convenience only and do not affect the interpretation of this Agreement;
- (i) a reference to:
  - (i) a party or clause is a reference to a party or clause of or to this Agreement; and
  - (ii) a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;
- (j) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;

- (k) for all purposes (other than where designated as a Business Day), day means calendar day;
- (l) a reference to "\$" is to Australian currency;
- (m) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Agreement or any part; and
- (n) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

**2. AGREEMENT TO PREVAIL**

- (a) The parties agree that if there is any inconsistency between the terms of this Agreement and a Project Contract the terms of this Agreement will prevail to the extent of the inconsistency.
- (b) This Agreement is effective as of the date the Principal and the Members sign this document and will continue, unless terminated earlier, until it terminates in accordance with clause 16.

**3. FORMATION OF THE IDAR PANEL**

The parties acknowledge that the IDAR Panel:

- (a) has been formed;
- (b) is constituted by the Members;
- (c) will be chaired by that Member designated as Chair or such other Member as the Principal nominates, by written notice to the Members and Project Contractors, from time to time; and
- (d) must perform its obligations and functions under the Project Contracts and this Agreement.

**4. ACCESSION BY PROJECT CONTRACTORS**

- (a) The Principal will ensure that each Project Contractor who enters into a Project Contract that contemplates the involvement of the IDAR Panel in the relevant dispute resolution process accedes to this Agreement.
- (b) The Project Contractors may accede to this Agreement by execution of an Accession Deed Poll without the Continuing Parties' prior approval.
- (c) Upon accession of any Project Contractor to this Agreement as referred to in clause 4(a), the rights and liabilities of the parties to this Agreement will be as set out in this Agreement as amended in accordance with the requirements of the Accession Deed Poll.
- (d) The Principal will provide the Members with a copy of the Accession Deed Poll duly executed by the Project Contractor.

**5. ROLE OF THE IDAR PANEL**

The parties acknowledge and agree that the role of the IDAR Panel is to:

- (a) provide specialised expertise in technical and administration aspects of each Project Contract in order to assist the relevant parties in firstly, attempting to prevent, and if unable to prevent, in determining Disputes under each Project Contract in a timely manner;
- (b) function as an objective, impartial and independent body at all times; and
- (c) utilise knowledge gained from Disputes across each Project Contract in its recommendations and determinations.

**6. PROJECT BRIEFINGS**

- (a) The Principal will:
  - (i) hold meetings with the Members for the purpose of the Principal providing a Sydney Metro City & Southwest project briefing and update (**Project Briefing**); and
  - (ii) provide the Members at least 10 Business Days' notice to convene a Project Briefing.
- (b) The Members must attend the Project Briefings.
- (c) During the first Project Briefing, the IDAR Panel will establish procedures for the conduct of its routine site visits and other matters (excluding the rules governing the dispute resolution process as it relates to the IDAR Panel in each Project Contract) in accordance with the procedures included in Schedule 2 to this Agreement (unless otherwise agreed by the parties).

**7. JOINT PROJECT COMMITTEE**

- (a) The Chair must attend Joint Project Committee meetings.
- (b) The Principal will provide the Chair at least 10 Business Days' notice of each meeting of the Joint Project Committee.

**8. MEMBER'S OBLIGATIONS**

**8.1 Impartiality**

Each Member agrees to consider fairly and impartially the Disputes and other matters referred to the IDAR Panel.

**8.2 Independence**

Each Member agrees to act honestly and independently in the performance of its obligations under this Agreement (including the consideration of facts and conditions relating to a Dispute) and in accordance with clause 8 of this Agreement.

**8.3 General Duties**

Each Member agrees to carry out his or her obligations as a Member of the IDAR Panel:

- (a) with due care and diligence;
- (b) in compliance with the Project Contracts and this Agreement; and
- (c) in compliance with all applicable Laws.

**9. SELECTION OF NOMINATED MEMBER**

- (a) Where a Dispute has been notified to the IDAR Panel by Notice of Issue under the relevant provisions of the Project Contract, and:
  - (i) the parties to the Dispute are unable to agree on a Nominated Member; or
  - (ii) a Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,the Chair must nominate a Nominated Member within a further 2 Business Days.
- (b) If a Member nominated under clause 9(a) declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the Chair must nominate a further Nominated Member within a further 2 Business Days.
- (c) The Chair may not nominate itself as the Nominated Member.
- (d) If a replacement member appointed under clause 9(b) declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the process in clause 9(b) will be reapplied until there are no Members to accept the appointment, in which case the Chair must request the Resolution Institute to appoint a replacement member. This appointment will be final and conclusive.

**10. SELECTION OF EXPERT**

The parties acknowledge and agree that:

- (a) those persons listed in Schedule 3:
  - (i) have been appointed by the Principal to a panel of subject-matter experts; and
  - (ii) may be recommended to determine a Dispute referred to expert determination by a Notice of Dispute under the relevant provisions of the Project Contract; and
- (b) any Dispute which is referred to expert determination by a Notice of Dispute under the relevant provisions of the Project Contract will be conducted in accordance with the Resolution Institute's Expert Determination Rules, as modified by the relevant Project Contract.

**11. COSTS AND FEES**

**11.1 Monthly retainer**

- (a) The Principal is liable for the payment of the Members' monthly retainer set out in the Fees and Disbursements Letter for each Member.
- (b) The Principal is liable for the payment of the Chair's attendance at the Joint Project Committee as set out in the Fees and Disbursements Letter for the Chair.

**11.2 Agreed rates for work and services**

With respect to each Dispute between the Principal and a Project Contractor:

- (a) the Principal and the relevant Project Contractor are jointly and severally liable for the payment of the Members' fees and disbursements (other than those in clause

11.1), calculated in accordance with the Fees and Disbursements Letter for each Member; and

(b) the Principal and the relevant Project Contractor agree as between themselves that:

(i) they will each pay one half of:

(A) the Members' fees and disbursements, calculated in accordance with the Fees and Disbursements Letter for each Member; and

(B) any third party costs incurred in holding the Consultation and the preparation of the Recommendation, including any booking fee, room hire and transcript costs; and

(ii) they will each bear their own costs of and incidental to the preparation of this Agreement and their participation in any decision process of the IDAR Panel.

### 11.3 **Payment claims**

All claims for payment by the Members must be submitted and processed in accordance with the payment procedure set out in Schedule 4.

## 12. **THE PARTIES' COMMITMENTS AND RESPONSIBILITIES**

The Principal and each Project Contractor acknowledges and agrees that it must:

(a) act in good faith towards each Member and the IDAR Panel;

(b) comply with the reasonable requests and directions of the IDAR Panel; and

(c) except for its participation in the IDAR Panel's activities as provided in the Project Contracts and this Agreement, not solicit advice or consultation from the IDAR Panel or the Members on matters dealing with the resolution of Disputes which may compromise the IDAR Panel's integrity or compliance with this Agreement.

## 13. **CONFIDENTIALITY**

In relation to all confidential information disclosed to the IDAR Panel at any time each Member agrees:

(a) to keep that information confidential;

(b) not to disclose that information except if compelled by Law to do so;

(c) not to use that information for a purpose other than the resolution of the Dispute in relation to which the confidential information was disclosed; and

(d) to be bound by this obligation of confidentiality whether or not such confidential information is or later becomes in the public domain.

## 14. **CONFLICT OF INTEREST**

(a) If a Member, during the term of appointment as a Member, becomes aware of any circumstance that might reasonably be considered to affect the Member's capacity to act independently, impartially and without bias, the Member must inform the Principal and each Project Contractor and the other Members.

- (b) The other Members will within 5 Business Days of notification under clause 14(a) confer and inform the parties and the Member, whether they believe the circumstances notified are such that the Member should be replaced. In the event that one or both of the other Members believe that the Member should be replaced, the Member will immediately resign from the IDAR Panel and a reappointment will occur pursuant to clause 17.3.

**15. LIABILITY AND INDEMNITY**

**15.1 Liability**

Each Member is not liable to either the Principal or a Project Contractor for any act or omission done in good faith and with due care and diligence.

**15.2 Indemnity**

The Principal and each Project Contractor each indemnify each Member against all claims from a person not a party to this Agreement for any act or omission done in connection with this Agreement in good faith and with due care and diligence.

**15.3 Due Care and Diligence**

For the purpose of clauses 15.1 and 15.2, the parties agree that the Member's act will have been done in good faith and with due care and diligence unless no reasonable person in the position of the Member would have so acted or made such an omission.

**16. TERMINATION OF AGREEMENT**

- (a) The Principal may terminate this Agreement by written notice to the Members and each Project Contractor.
- (b) Each Project Contractor's rights and obligations under this Agreement will terminate automatically upon termination of the Project Contractor's Project Contract, and the terms of this Agreement will be of no further force and effect.

**17. MEMBERS' TERMINATION**

**17.1 Resignation**

A Member may resign from the IDAR Panel by providing 30 Business Days' written notice to the other Members, the Principal and each Project Contractor.

**17.2 Termination**

A Member's appointment may be terminated at any time by the Principal.

**17.3 Re-Appointment**

The parties acknowledge and agree that if:

- (a) a Member resigns under clause 14(b) or 17.1; or
- (b) the appointment of a Member is terminated by the Principal under clause 17.2;

then:

- (c) a replacement Member will be appointed by the Principal; and

- (d) the parties, the Members and any new Member must enter into a replacement agreement substantially similar to this Agreement.

**18. GOVERNING LAW**

- (a) This Agreement will be governed by and construed in accordance with the Laws of the State of New South Wales.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Agreement, and waives any right it might have to claim that those courts are an inconvenient forum.

**19. RELATIONSHIP OF THE PARTIES**

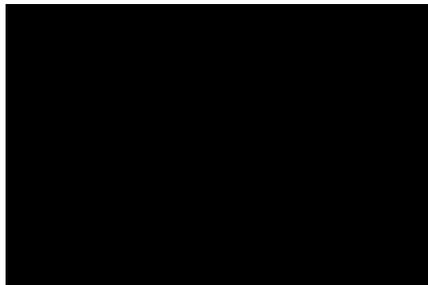
Nothing in this Agreement will be construed or interpreted as constituting the relationship between the Principal, the Project Contractors and the Members as that of partners, joint venturers or any other fiduciary relationship.

**20. NOTICES**

- (a) Any notices contemplated by this Agreement must be in writing and delivered to the relevant address, sent by email in the form of a .pdf file as set out below (or to any new address or email address that a party notifies to the others).

- (i) to the Principal:

- (ii) to the Members:



- (iii) to a Project Contractor: To the address or email address set out in the relevant Accession Deed Poll.

- (b) A notice sent by post will be taken to have been received at the time when, in due course of the post, it would have been delivered at the address to which it is sent.

- (c) A notice sent by email will be taken to have been received:

- (i) if it is transmitted by 5.00pm (Sydney time) on a Business Day - on that Business Day; or

- (ii) if it is transmitted after 5.00pm (Sydney time) on a Business Day, or on a day that is not a Business Day - on the next Business Day.

**21. GIVING EFFECT TO THIS AGREEMENT**

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 Agreement.

22. **SURVIVAL OF TERMS**

The parties agree that clauses 11 and 15 and this clause 22 (and any other terms of this Agreement necessary for or incidental to the operation of the preceding terms) will survive the termination or expiry of this Agreement.

23. **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.

24. **OPERATION OF THIS AGREEMENT**

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

25. **AMENDMENT**

- (a) Subject to clause 25(b), this Agreement can only be amended, supplemented, replaced or novated by another document signed by the parties.
- (b) The Principal may amend Schedule 3 by written notice without the Continuing Parties' prior approval.

26. **COUNTERPARTS**

- (a) This Agreement may be executed in counterparts, which taken together constitute one instrument.
- (b) A party may execute this Agreement by executing any counterpart.

27. **ATTORNEYS**

Each person who executes this Agreement on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

**EXECUTED** as an agreement.

**Executed by SYDNEY METRO ABN 12 354 063 515** by its authorised delegate in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Name and position position]

**Signed by** [redacted] **in the presence of:**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Witness in full

**Signed by** [redacted] **in the presence of:**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Witness in full

Signed by [REDACTED] in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

\_\_\_\_\_  
Signature

Signed by [REDACTED] in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

\_\_\_\_\_  
Signature

Executed by [insert name of Project Contractor] ABN [ ] in accordance with section 127 of the *Corporations Act 2001* (Cth) by or in the presence of:

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

\_\_\_\_\_  
Name of Director in full

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Secretary/other Director in full

**SCHEDULE 1**  
**Form of Accession Deed Poll**

**THIS DEED POLL** is made on 2019

**BY:** [Insert name] ABN [number] whose registered office is at [address] (**Acceding Party**)

**IN FAVOUR OF:** (1) **Sydney Metro** ABN 12 354 063 515 a New South Wales Government agency of Level 43, 680 George Street, Sydney NSW 2000 (**Principal**)

and

(2) **Members of the IDAR Panel** (collectively **Members**), namely:

(a)

(b)

(c)

(d)

and

(3) each person who has acceded to the IDAR Panel Agreement,

(together (2) and (3) being the **Continuing Parties**).

**RECITALS:**

- (A) This deed poll is supplemental to the agreement titled "IDAR Panel Agreement" between the Principal and the Continuing Parties dated [insert] as amended or acceded to from time to time (**IDAR Panel Agreement**).
- (B) The Principal and the Continuing Parties are each party to the IDAR Panel Agreement.
- (C) The Principal has entered into the [insert name of relevant Project Contract] with the Acceding Party.
- (D) Each of the Continuing Parties has acknowledged and agreed that the Acceding Party will accede to the IDAR Panel Agreement.
- (E) By this deed poll, the Acceding Party accedes to the IDAR Panel Agreement and the IDAR Panel Agreement is amended on the terms set out in this deed poll.

**THE ACCEDING PARTY COVENANTS AS FOLLOWS:**

**1. INTERPRETATION**

Capitalised terms used in this deed poll and not otherwise defined have the same meanings as those given in the IDAR Panel Agreement. The following definitions apply in this deed poll:

**Effective Date** means the date of execution of this deed poll.

**[Insert name of relevant Project Contract]** means the contract entered into between the Principal and the Acceding Party titled [insert title] and dated [insert date].

**2. PRIMARY COVENANTS**

(a) The Acceding Party:

(i) confirms that it has been supplied with a copy of the IDAR Panel Agreement; and

(ii) covenants with each of the Principal and the Continuing Parties, with effect from the Effective Date, to be bound by the provisions of, and to perform all of its obligations under the IDAR Panel Agreement.

(b) For the purposes of the IDAR Panel Agreement, the Acceding Party's representative is as set out below:

[Insert details of Acceding Party's representative]

(c) For the purposes of clause 20 of the IDAR Panel Agreement, the Acceding Party's notice address details are as set out below:

Address:

Email:

For the attention of:

(d) Clause 18 of the IDAR Panel Agreement applies to this deed poll.

**EXECUTED** as a deed poll.

**[Note: Appropriate execution block to be inserted by the Acceding Party prior to execution.]**

## SCHEDULE 2

### IDAR Panel General Operating Procedures

1. **General**
  - 1.1 Each Project Contractor will furnish to each of the Members all documents necessary for the IDAR Panel to perform its functions, including copies of all Project Contract documents plus periodic reports, such as progress reports, minutes of weekly or other project control meetings, site meetings or similar meetings and any other documents that would be helpful in informing the Members of Disputes and other matters.
  - 1.2 The Members must make prompt disclosure from time to time of any new or previously undisclosed circumstance, relationship or dealing, which comes to their attention and which might give rise to a conflict of interest or apprehension of bias.
  - 1.3 Communications between the parties and the IDAR Panel for the purpose of attempting to prevent or resolve Disputes are without prejudice communications and may not be adduced as evidence in any dispute resolution process under the relevant Project Contract.
2. **Frequency of regular meetings and site visits**
  - 2.1 The frequency and scheduling of meetings and site visits necessary to keep the IDAR Panel properly informed of the project circumstances will generally be agreed between the IDAR Panel and the parties to each Project Contract.
  - 2.2 In the case of a failure to agree between the IDAR Panel and the parties to a Project Contract, the Principal will schedule the meetings and visits as it sees fit.
3. **Agenda for regular meetings**
  - 3.1 IDAR Panel meetings held for the purposes of briefing and updating the Members on performance and progress of the work under each Project Contract and issues or potential issues between the relevant parties will be held on an in-confidence and without prejudice basis to encourage full and frank disclosure and discussions.
  - 3.2 At the conclusion of the meeting, the IDAR Panel will generally inspect the OSD Works and the Construction Site in the company of representatives of both parties to the relevant Project Contract. Any areas of the OSD Works or Construction Site that are or may be the subject of any potential Dispute will be pointed out by the parties to the relevant Project Contract.
4. **Minutes of meetings**
  - 4.1 The Chair will prepare minutes of the regular meetings of the IDAR Panel and these draft minutes will be circulated to the parties of the relevant Project Contract and the Members for comments, additions and corrections.
  - 4.2 In accordance with clause 3.1 above, the minutes of IDAR Panel meetings held will be marked "in-confidence, without prejudice".
  - 4.3 Minutes as amended will be adopted by the relevant parties and the Members at the next meeting.
5. **Communications**
  - 5.1 All communications by the parties to the IDAR Panel outside the IDAR Panel meetings should be directed in writing to the Chair and copied to the other Members and to the other party of the relevant Project Contract. All communications by the Members to the

parties should be addressed to the Principal's Representative and the relevant Project Contractor's representative.

**6. Representation**

- 6.1 The parties must each ensure they are represented at IDAR Panel meetings by at least one senior project personnel and at least one senior off-site person to whom the on-site personnel reports. The parties must inform the Chair of the names and project roles of each of their respective representatives and, if applicable, the names and roles of any alternatives.

**SCHEDULE 3**

**Appointed panel of Experts**

As notified by the Principal in writing.

## SCHEDULE 4

### Payment procedure

#### 1. Payment claims

At the end of each month in which the Members perform services under this Agreement with respect to each Dispute between the Principal and a Project Contractor, each Member must submit to both the Principal and the relevant Project Contractor an account for payment on account of the Member's fees and disbursements:

- (a) setting out the value of the services performed in accordance with this Agreement during the relevant month;
- (b) calculated in accordance with the Fees and Disbursements Letter for that Member; and
- (c) in such form and with such details and supporting documentation as the Principal and the relevant Project Contractor may reasonably require (including details of the time expended by the Member in performing the services).

#### 2. Payment and notification of disputed amounts

- (a) Within 20 Business Days after receipt of the account for the month (submitted in accordance with section 1 of this Schedule 4):
  - (i) the Principal must pay:
    - (A) the Member's monthly retainer set out in the Fees and Disbursements Letter for that Member; and
    - (B) the Chair's attendance at the Joint Project Committee as set out in the Fees and Disbursements Letter for the Chair; and
  - (ii) the Principal and the relevant Project Contractor must each pay each Member 50% of the amount claimed by each Member for services performed (other than those in (i) above) during the month which is not disputed.
- (b) If the Principal or the relevant Project Contractor disagrees with the amount included in an account submitted by a Member then, within 10 Business Days of receipt of the relevant Member's account, the Principal or the relevant Project Contractor (as applicable) must notify the relevant Member in writing of the reasons for any amount which is disputed (with a copy to the Principal and the relevant Project Contractor).
- (c) If the Principal, the relevant Project Contractor and the relevant Member do not resolve the matter within 10 Business Days after the issue of the Principal's or the relevant Project Contractor's written notice, the Principal and the relevant Project Contractor (acting reasonably) must jointly determine the dispute. Any determination by the Principal and the relevant Project Contractor in respect of the amount payable must be given effect to by the Principal, the relevant Project Contractor and the relevant Member unless and until it is reversed or overturned in any subsequent court proceedings.

3. **Goods and services tax**

- (a) A party must pay GST on a taxable supply made to it under this Agreement, in addition to any consideration (excluding GST) that is payable for that taxable supply. The party making the taxable supply must provide a valid tax invoice to the other party at or before the time that the other party is required to pay the GST.
- (b) Terms used in this section 3 have the meaning given to them in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

**FORM OF FEES AND DISBURSEMENTS LETTER**

[Date]

[Member details]

Dear [Member]

**Fees and Disbursements for IDAR Panel**

This letter (**Fees and Disbursements Letter**) forms part of the IDAR Panel Agreement between Sydney Metro, each Project Contractor and Members of the IDAR Panel dated on or about the date of this Fees and Disbursements Letter.

All defined terms used in this Fees and Disbursements Letter have the meaning given to them in the IDAR Panel Agreement.

The fees and disbursements due to [Member] in respect of his/her responsibilities as a Member of the IDAR Panel are agreed as follows:

Item	Work scope/description	Fee arrangement	Fee (excl. GST)
1.	Preparation for, and attendance at, one Project Briefing per month	Monthly retainer	
2.	<i>(Chair only)</i> Preparation for, and attendance at, Joint Project Committee meetings	Payment per attendance	
3.	All other work carried out in connection with this Agreement, other work set out in items (1) and (2)	[Hourly rate/daily rate]	
4.	Disbursements	International and interstate flights, accommodation and associated travel expenses	
5.	Rates escalation	Rates escalation commencing 1 July 2019, then annually	

**Payment terms**

Payment terms will be in accordance with Schedule 4 of the IDAR Panel Agreement.

**Counterparts**

This Fees and Disbursements Letter may be executed in counterparts, which taken together constitute one instrument. A party may execute this Fees and Disbursements Letter by executing any counterpart.

**Acceptance**

Please acknowledge your acceptance of the fees and disbursements of this letter by signing, dating and returning the enclosed copies to Sydney Metro.

**Executed by SYDNEY METRO** ABN 12 354 063 515 by its authorised delegate in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of [insert position]

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Name of [insert position]

**Signed by [Member]** in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Witness in full

**[Execution blocks for each Project Contractor to be inserted as required.]**

**SCHEDULE A21. – MORAL RIGHTS CONSENT**

(Clause 23.4(b))

In relation to any Moral Rights the [Author] (**Author**) has in respect of [specify the relevant copyright work(s) – eg. the relevant architectural plans] (**Copyright Works**), the Author hereby consents to Pitt Street Developer South Pty Ltd ACN 635 396 815 (**PS Developer**) and Sydney Metro ABN 12 354 063 515 (**Principal**), doing or authorising the doing of the following acts or making or authorising the making of the following omissions (whether occurring before or after this consent is given) anywhere in the world:

- (a) exercise any rights in relation to the Copyright Works, without identifying any person as the individual responsible for creating any particular material comprising the Copyright Works;
- (b) have the Copyright Works bear the name of [to be completed] or such other address of that property, or bear the name of the PS Developer, the Principal or any other person associated with the OSD Project; and
- (c) modify, alter, adapt, distort or otherwise change any of the Copyright Works as it sees fit in its absolute discretion, including:
  - (i) by adapting or translating those Copyright Works into other dimensions, format or media; and
  - (ii) by changing, relocating, demolishing or destroying any two or three dimensional reproduction of those Copyright Works without notice to, or consultation with, the Author.

The Author acknowledges that these consents are given for the benefit of the PS Developer and the Principal, their licensees, successors in title and anyone authorised by any of them to do acts comprised in the copyright of the Copyright Works.

The Author acknowledges that the PS Developer and the Principal will be relying on the consents in this document and that those consents are intended to be legally binding.

**Dated**

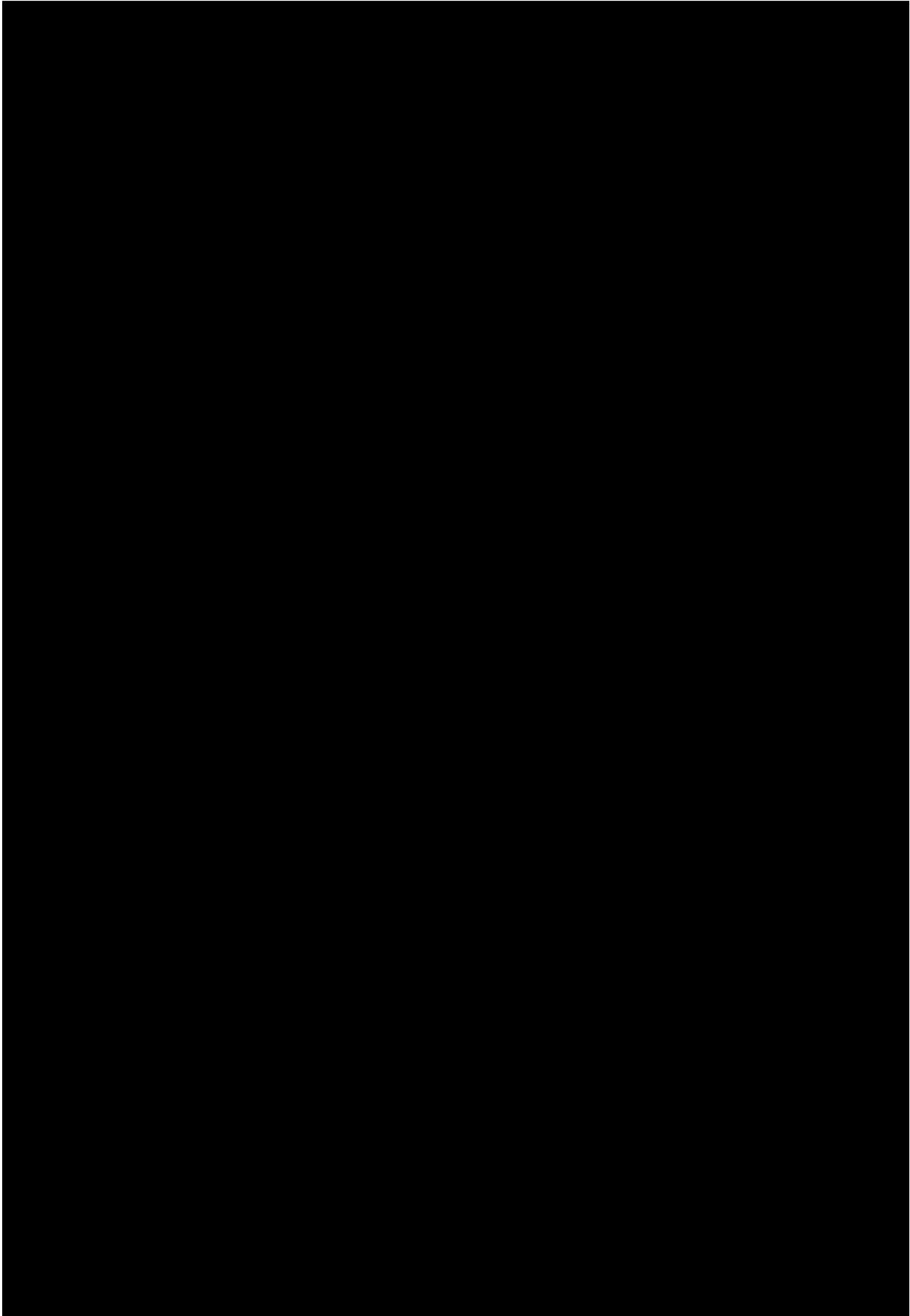
**SIGNED** by [Insert name of Author] in the presence of:

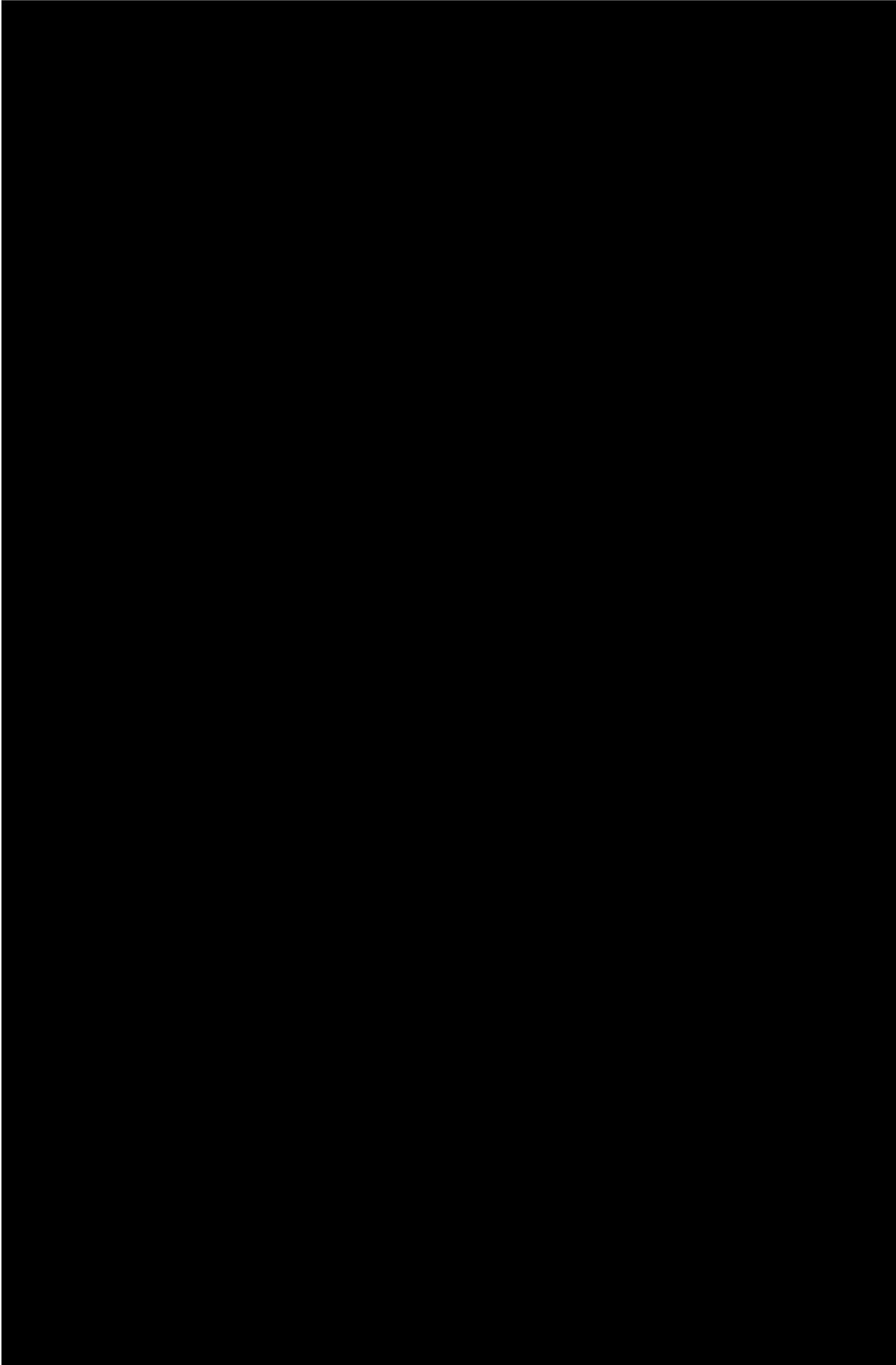
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Signature

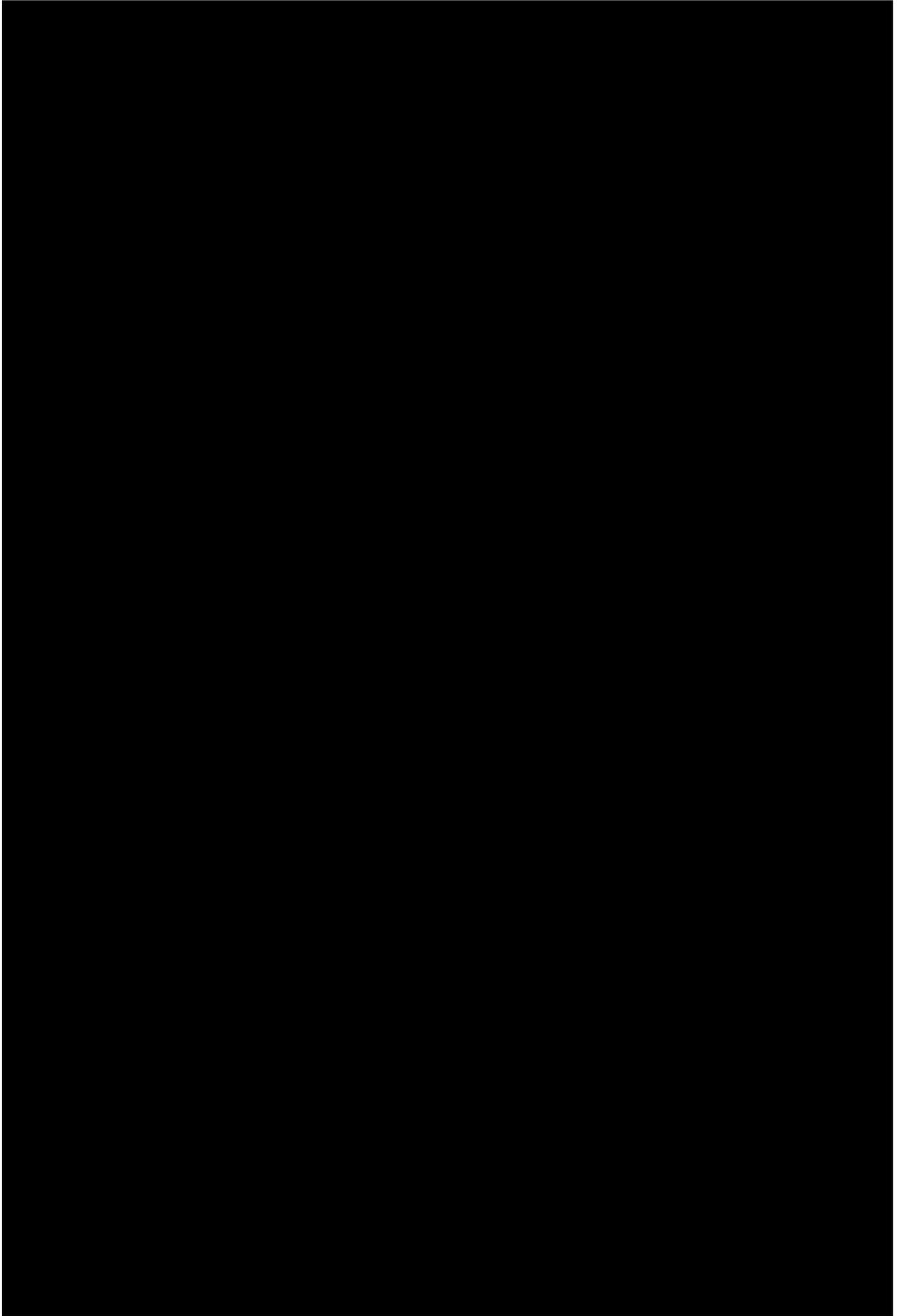
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Signature of witness

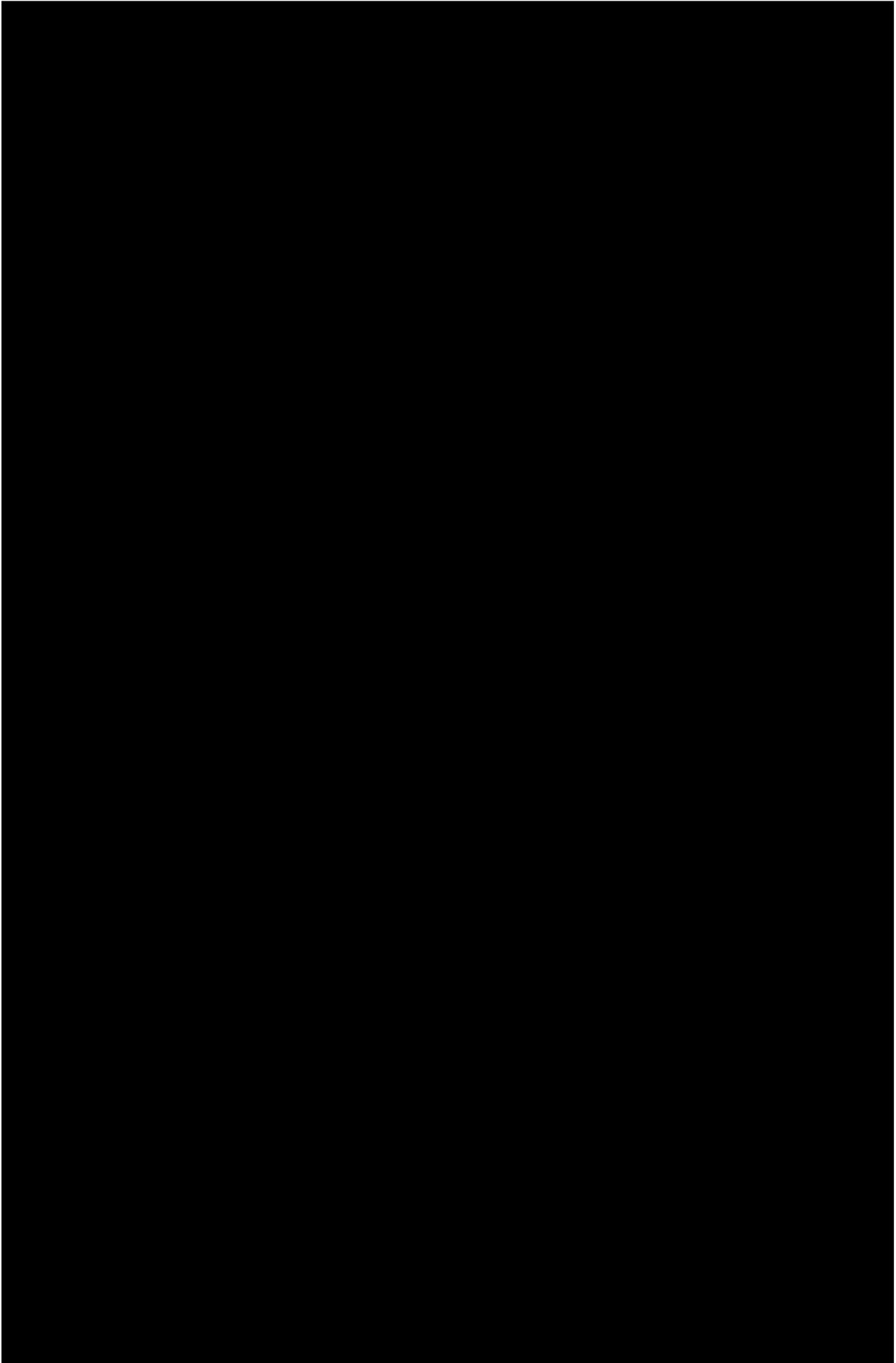
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Name of witness in full

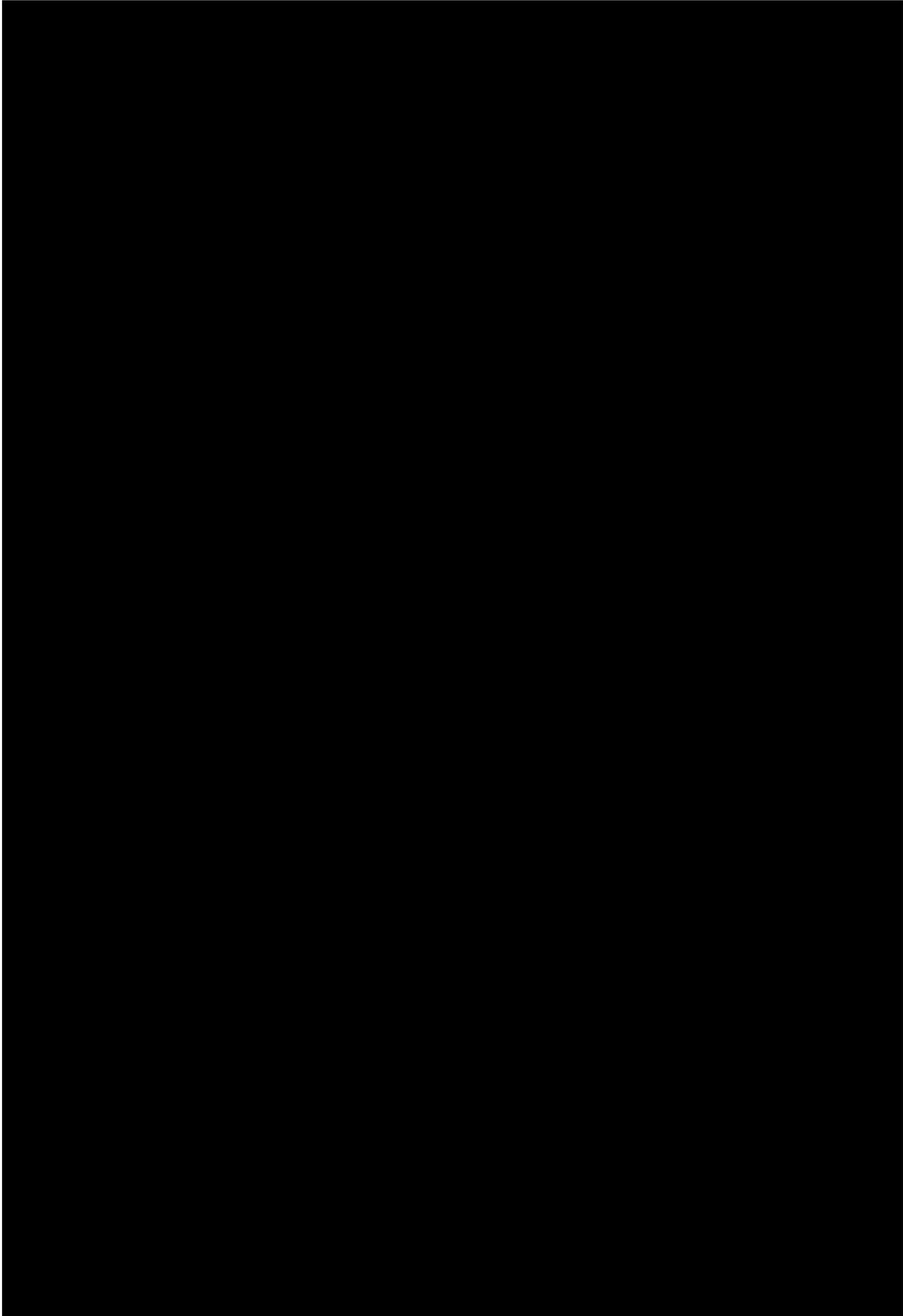
**SCHEDULE A22. – OPERATOR COOPERATION AND INTEGRATION DEED**

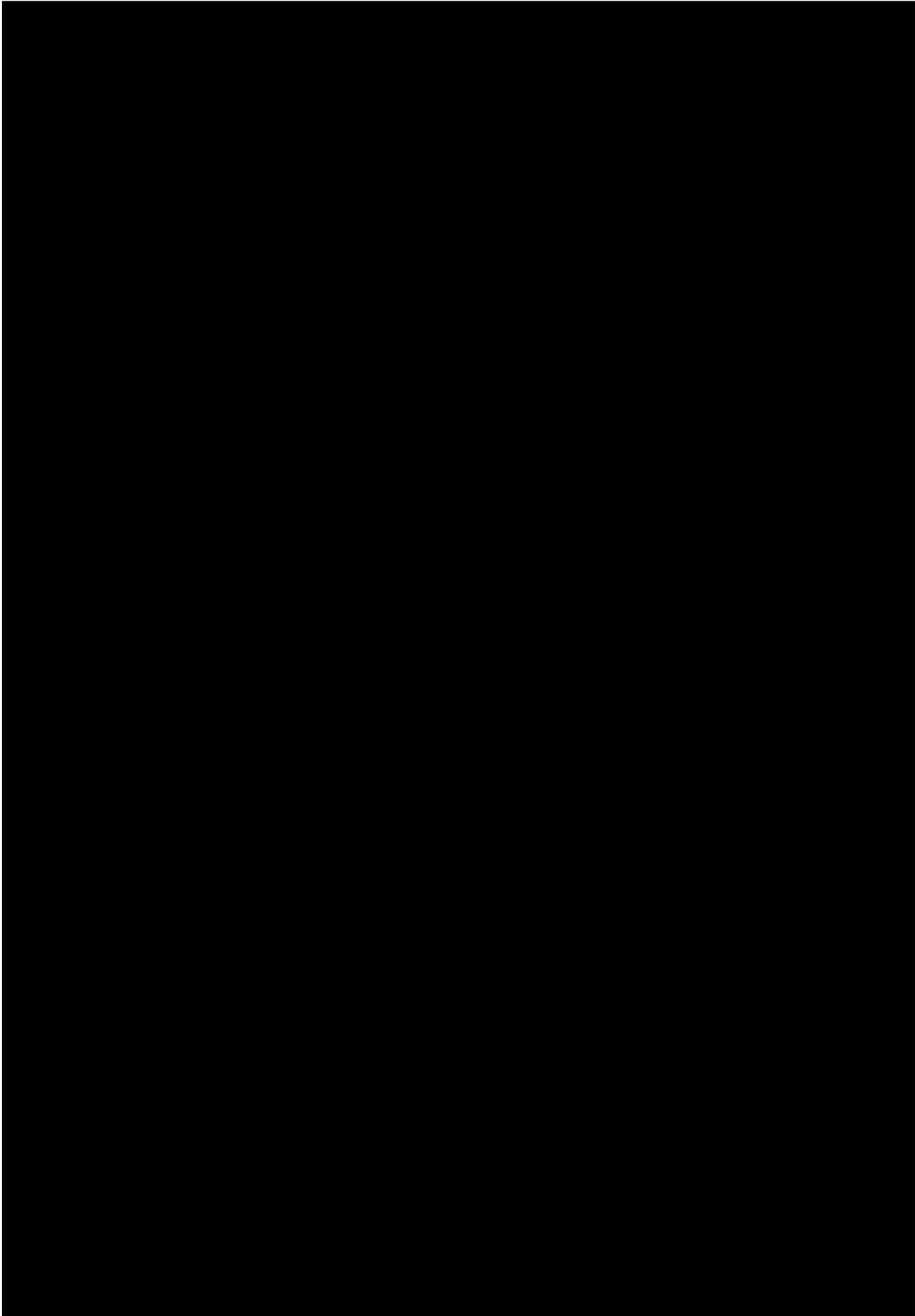


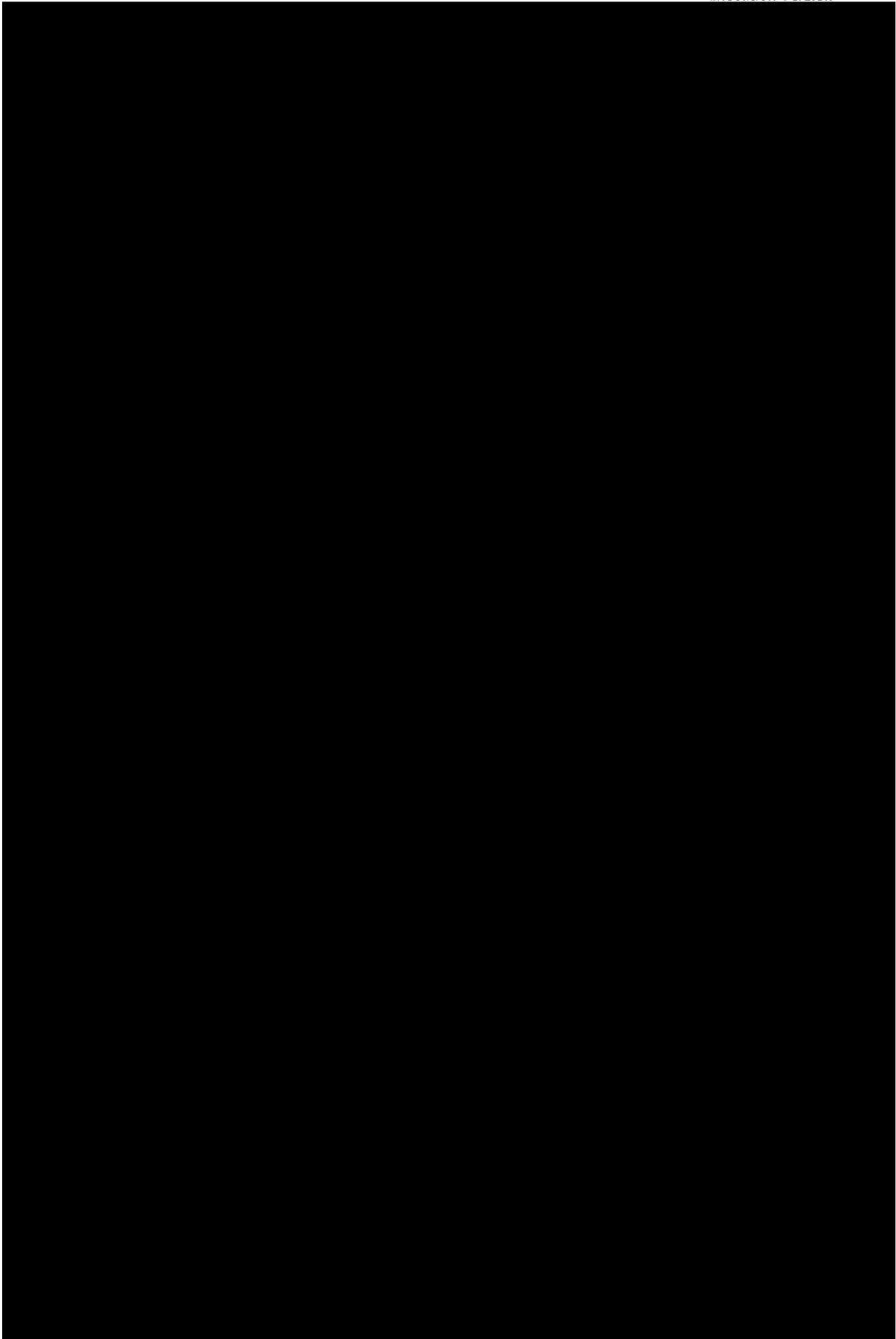


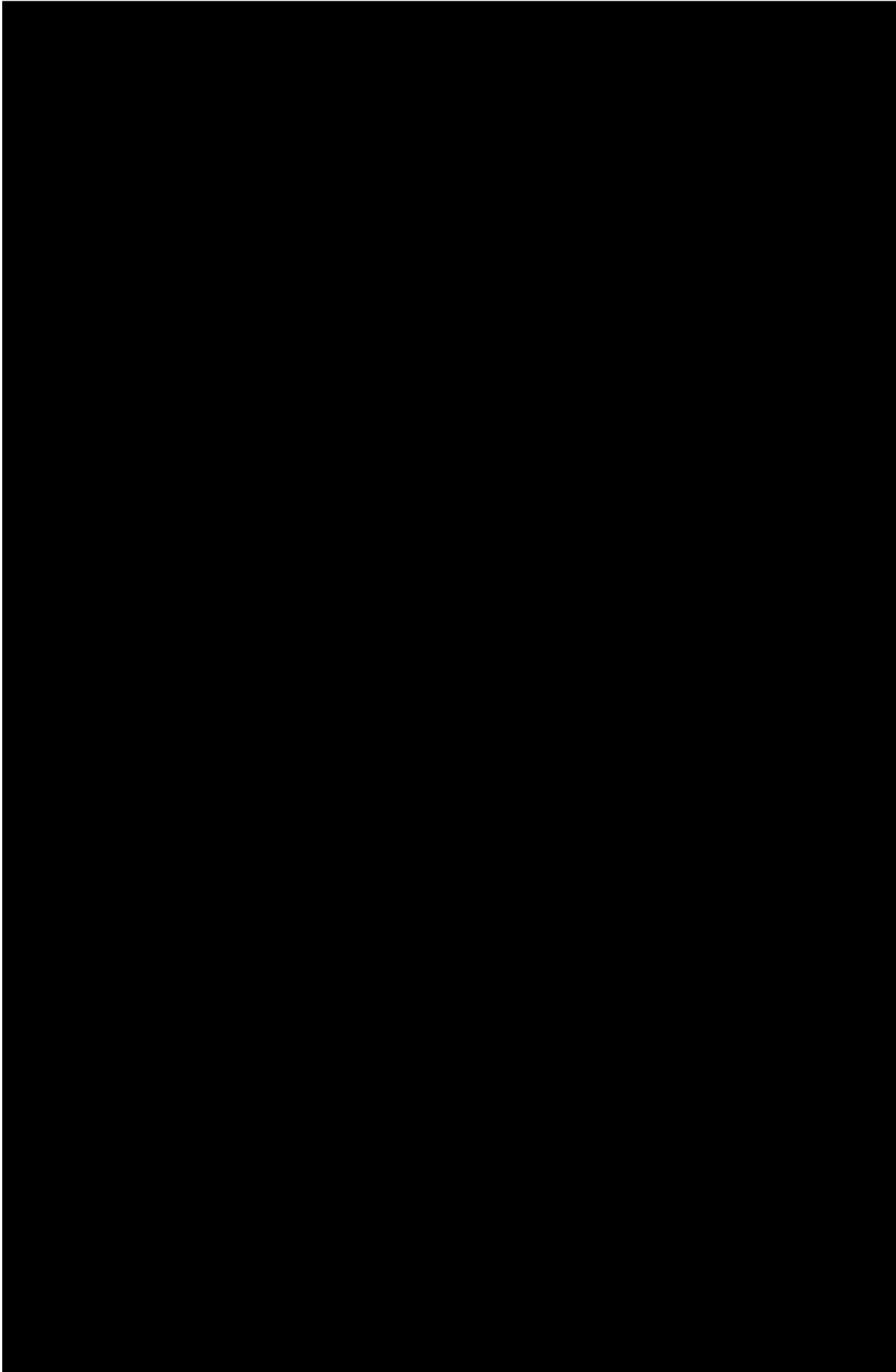


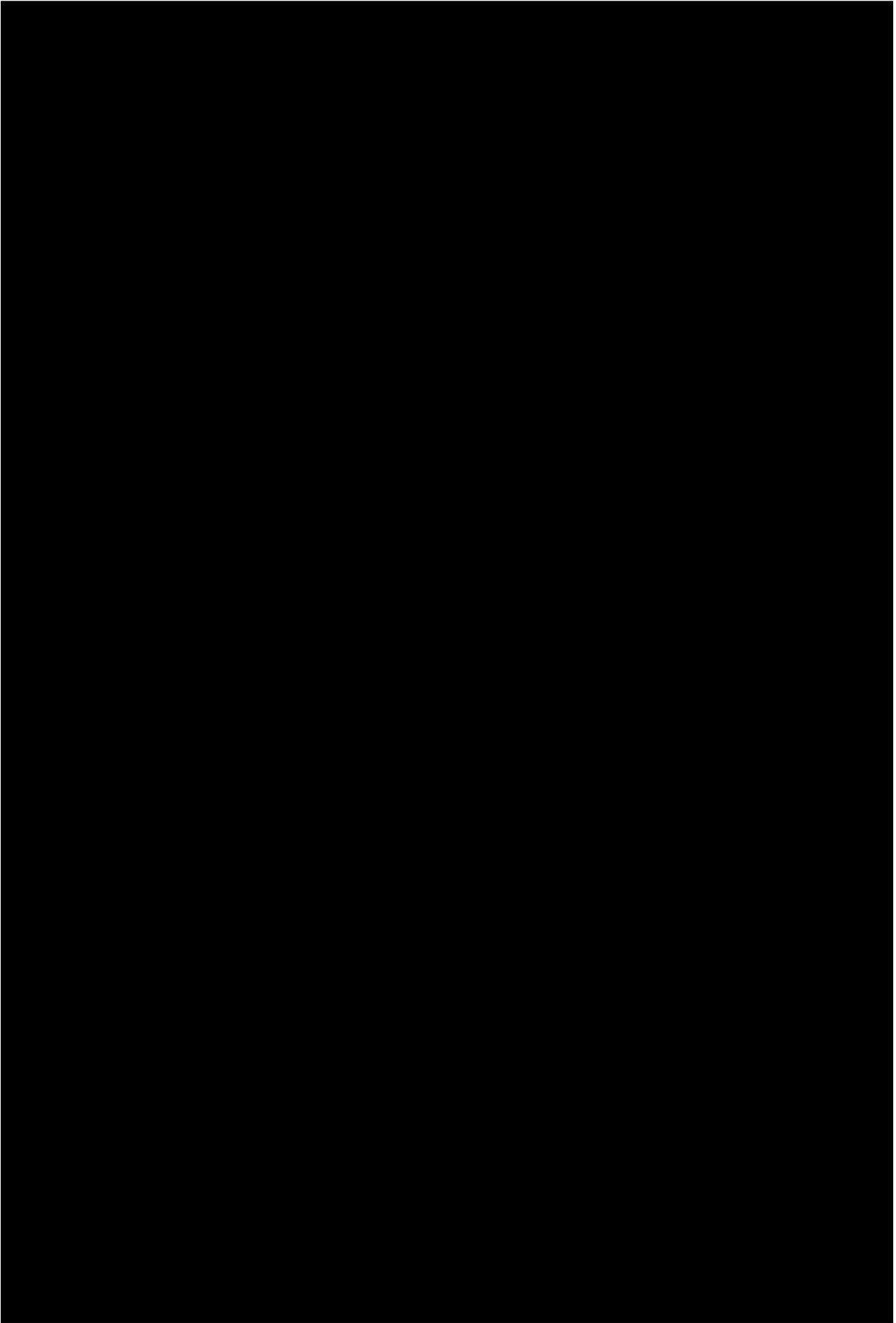


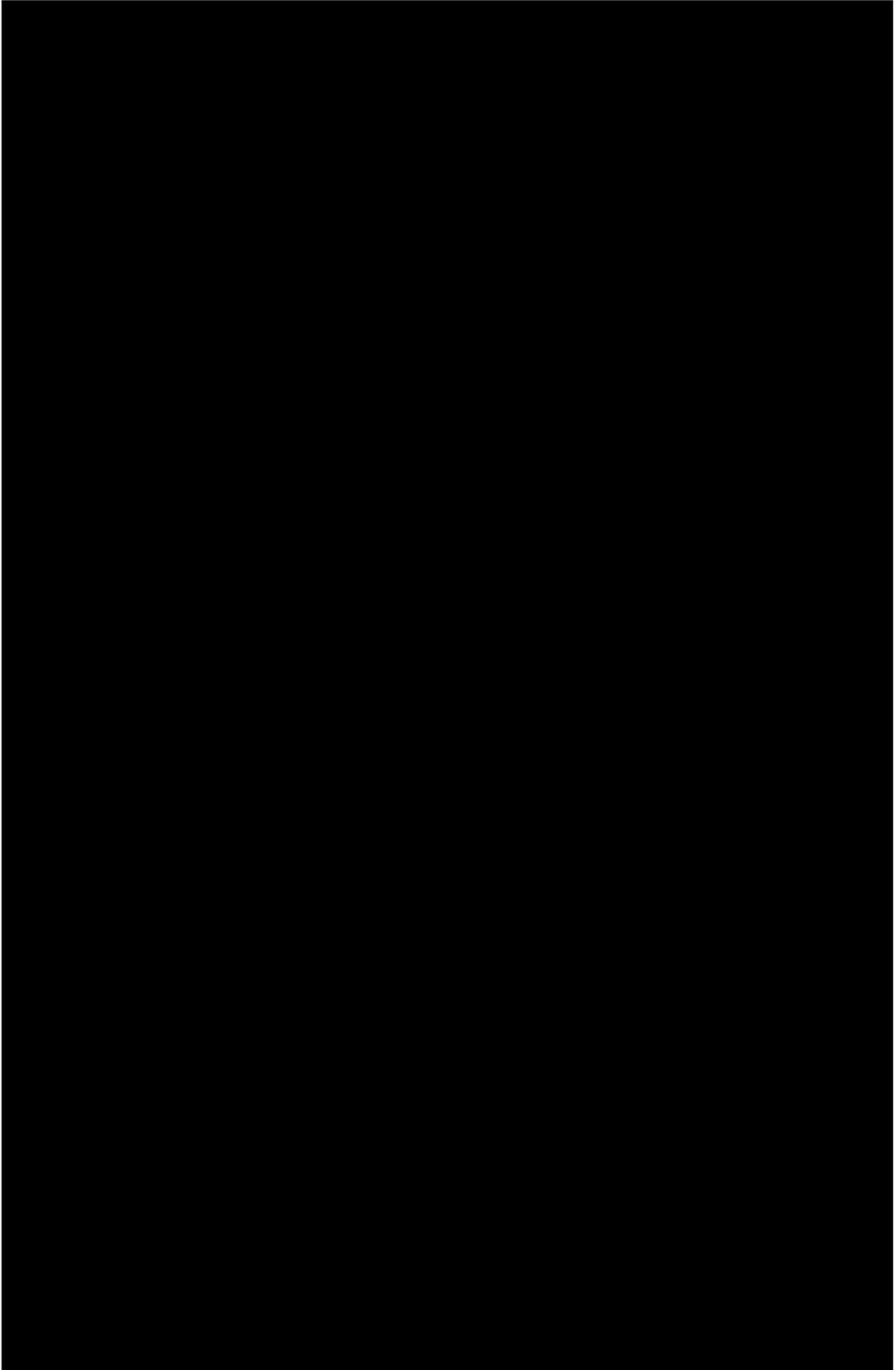


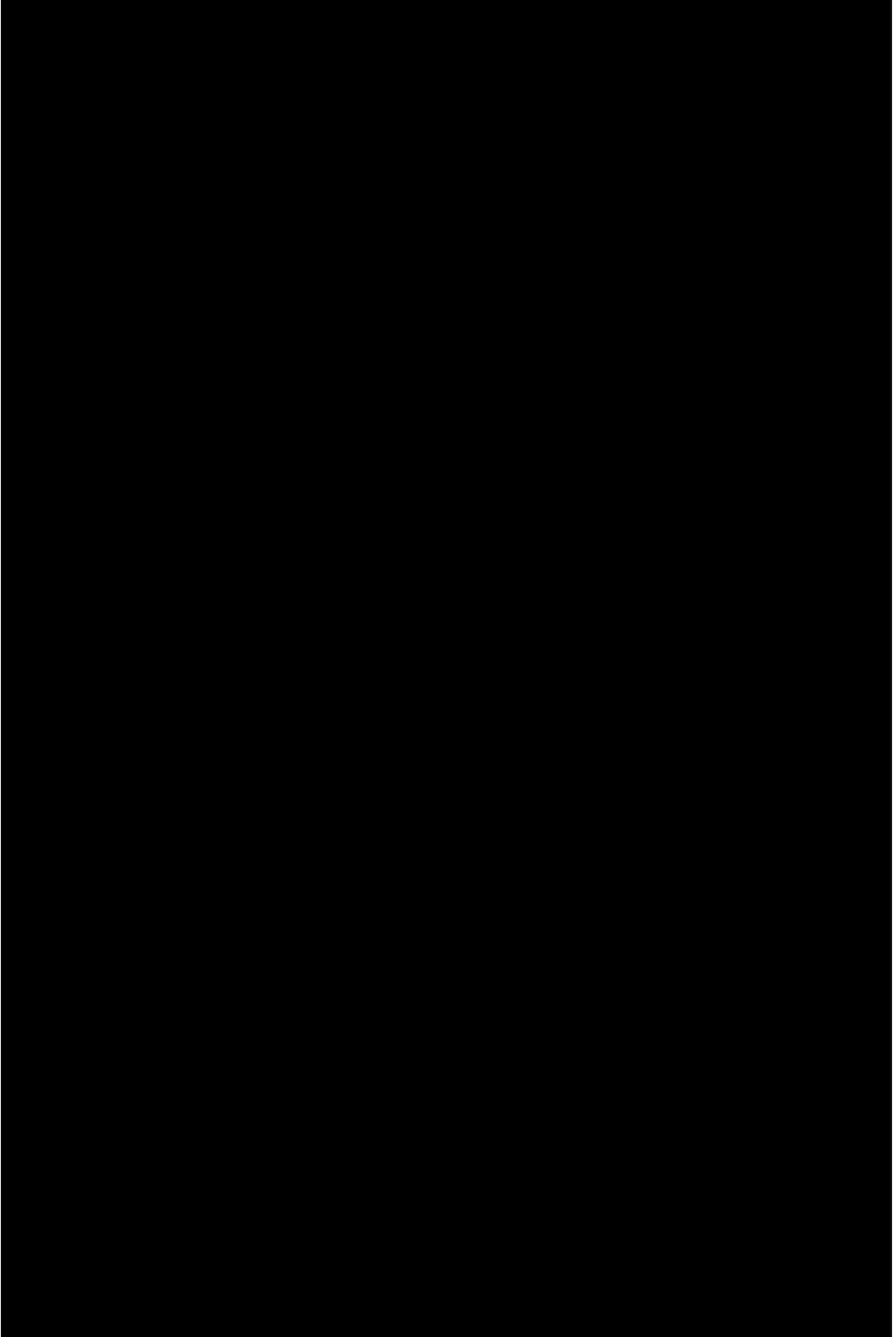


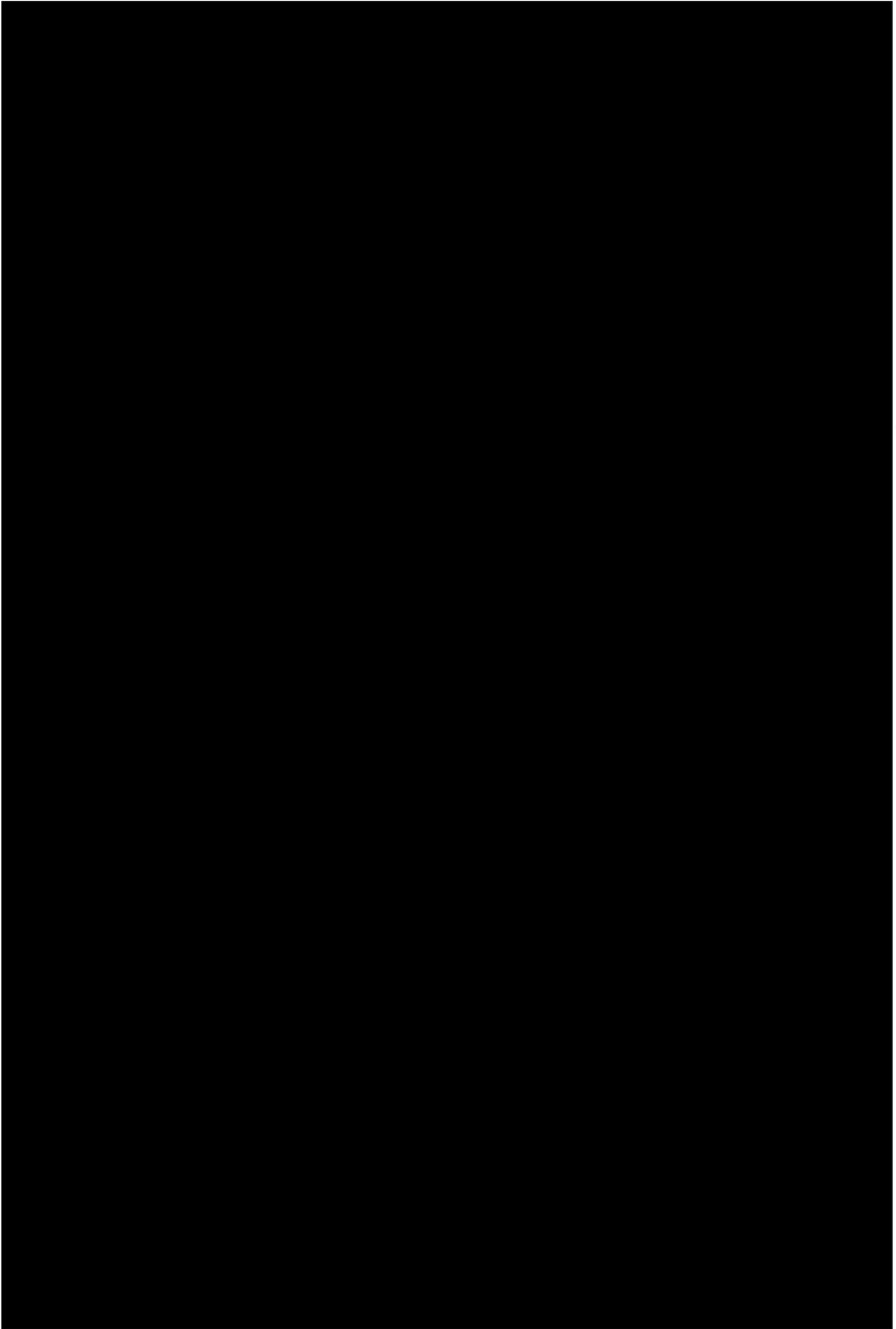


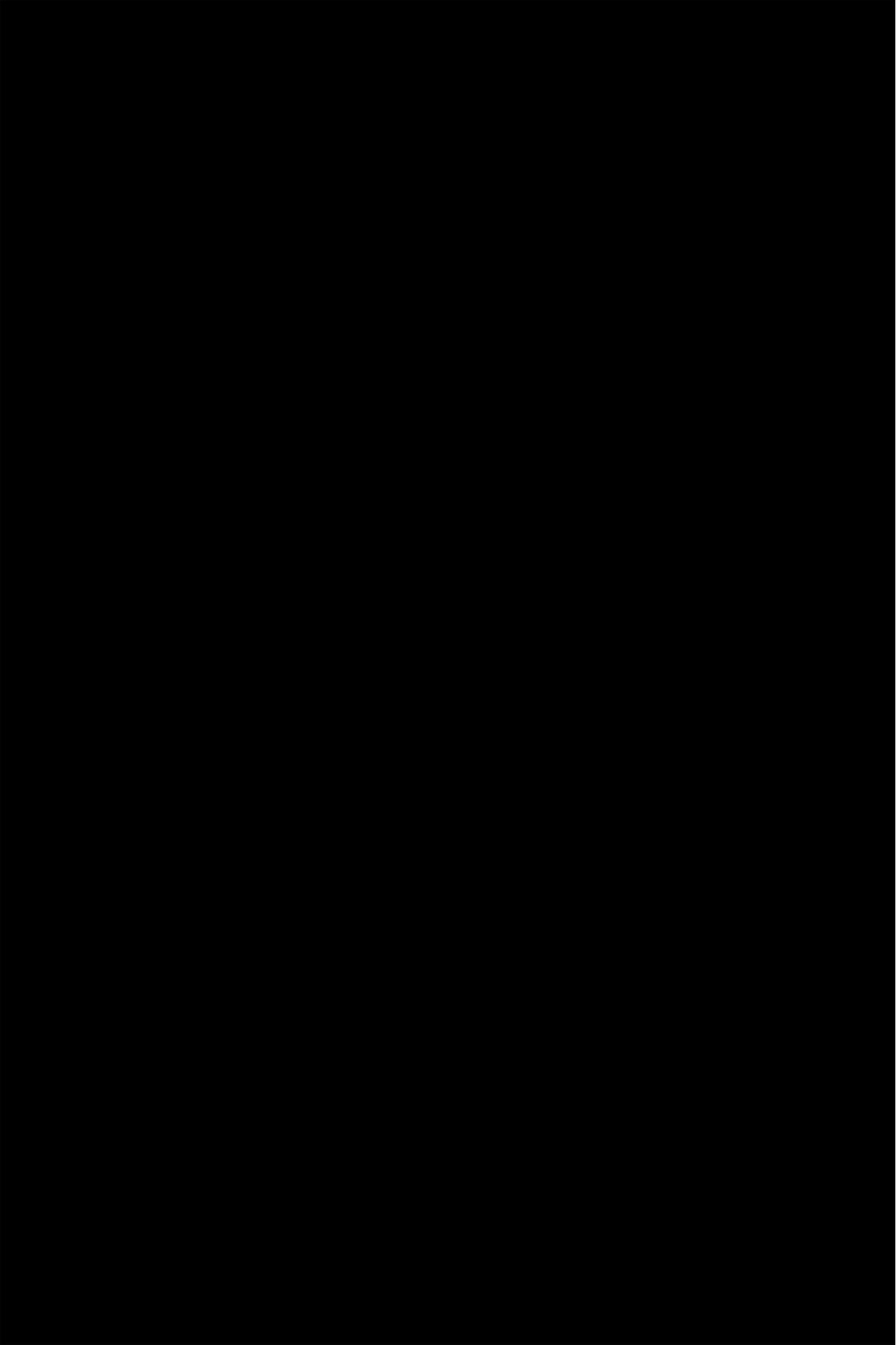


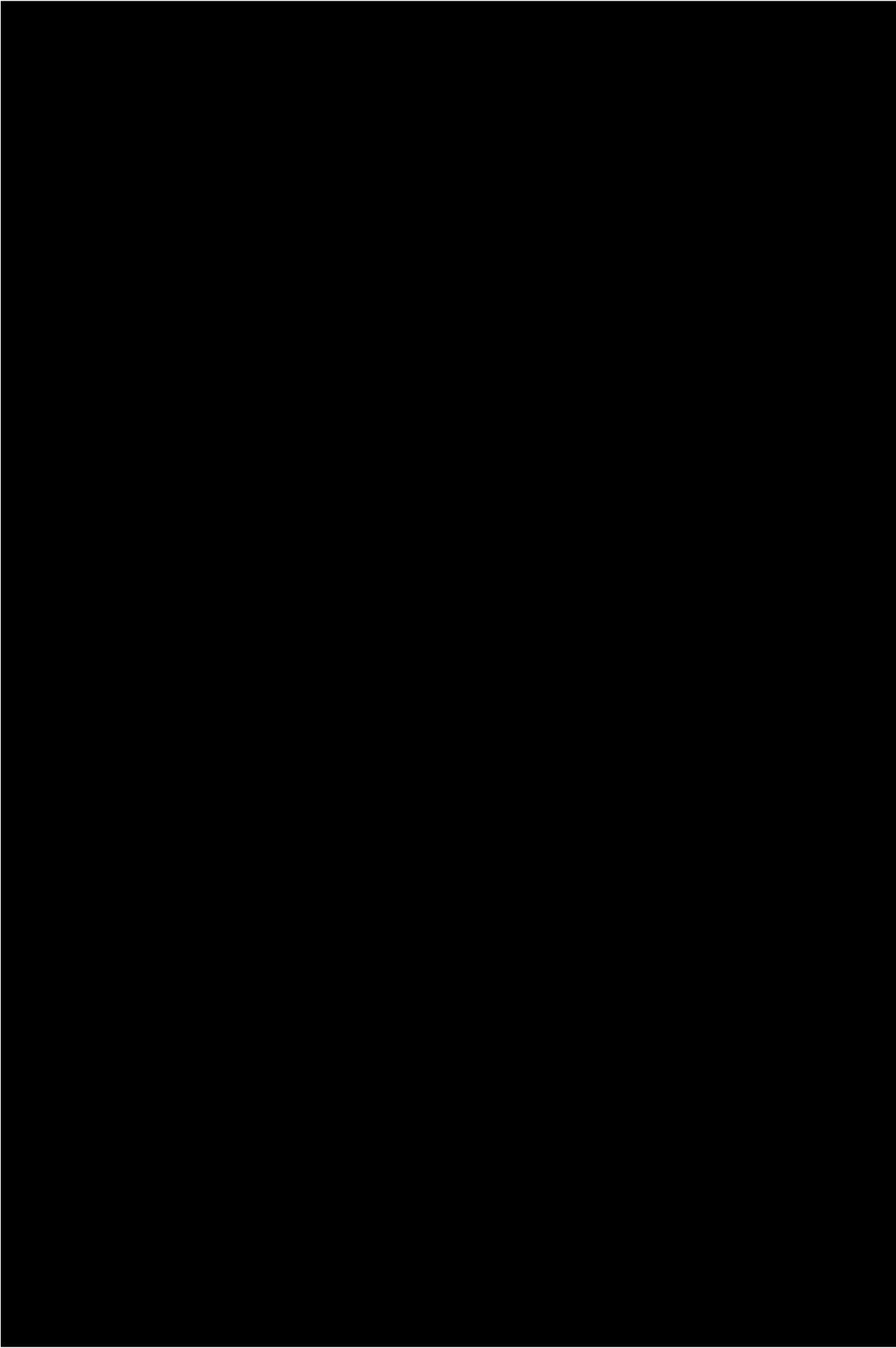


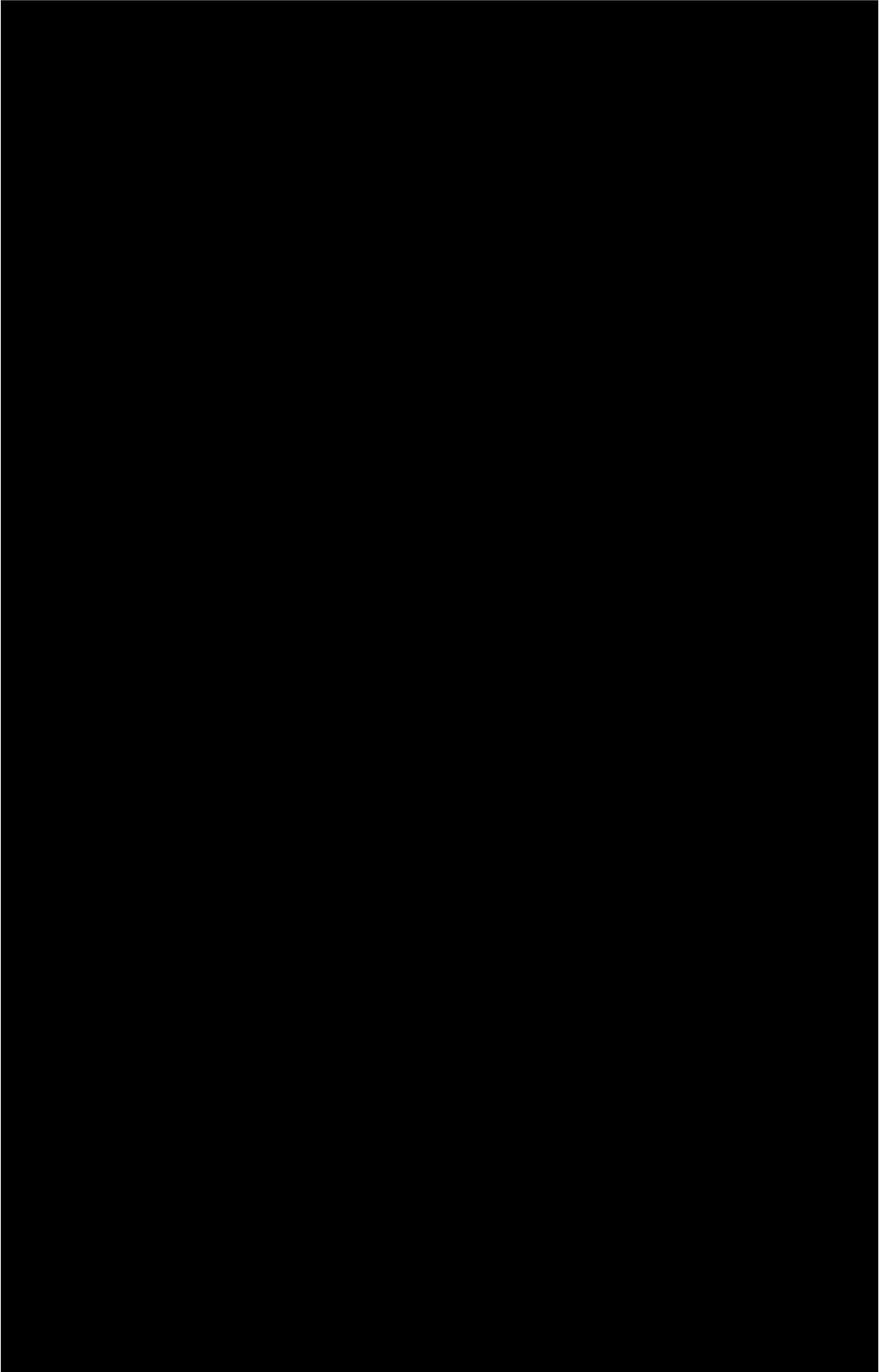


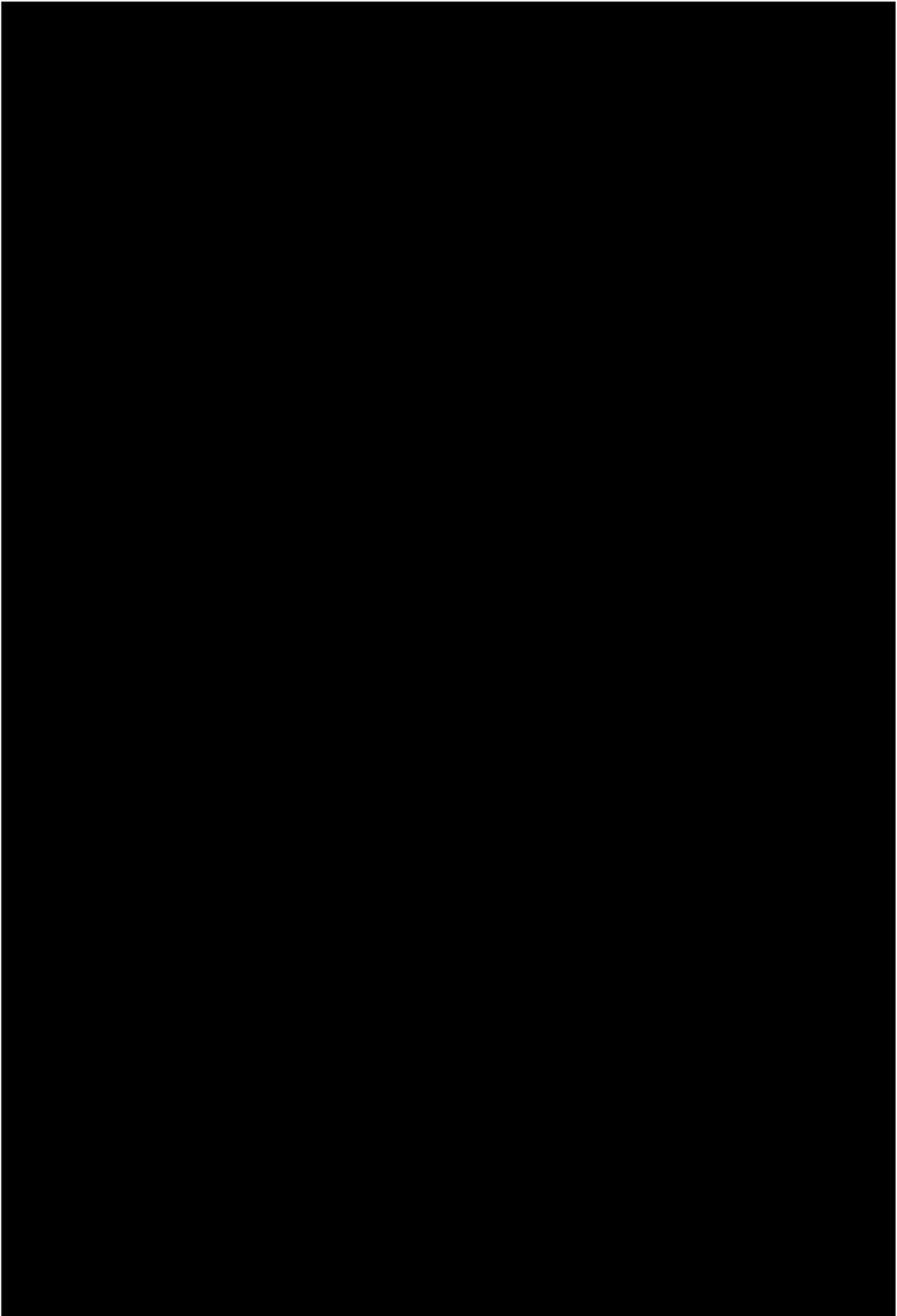


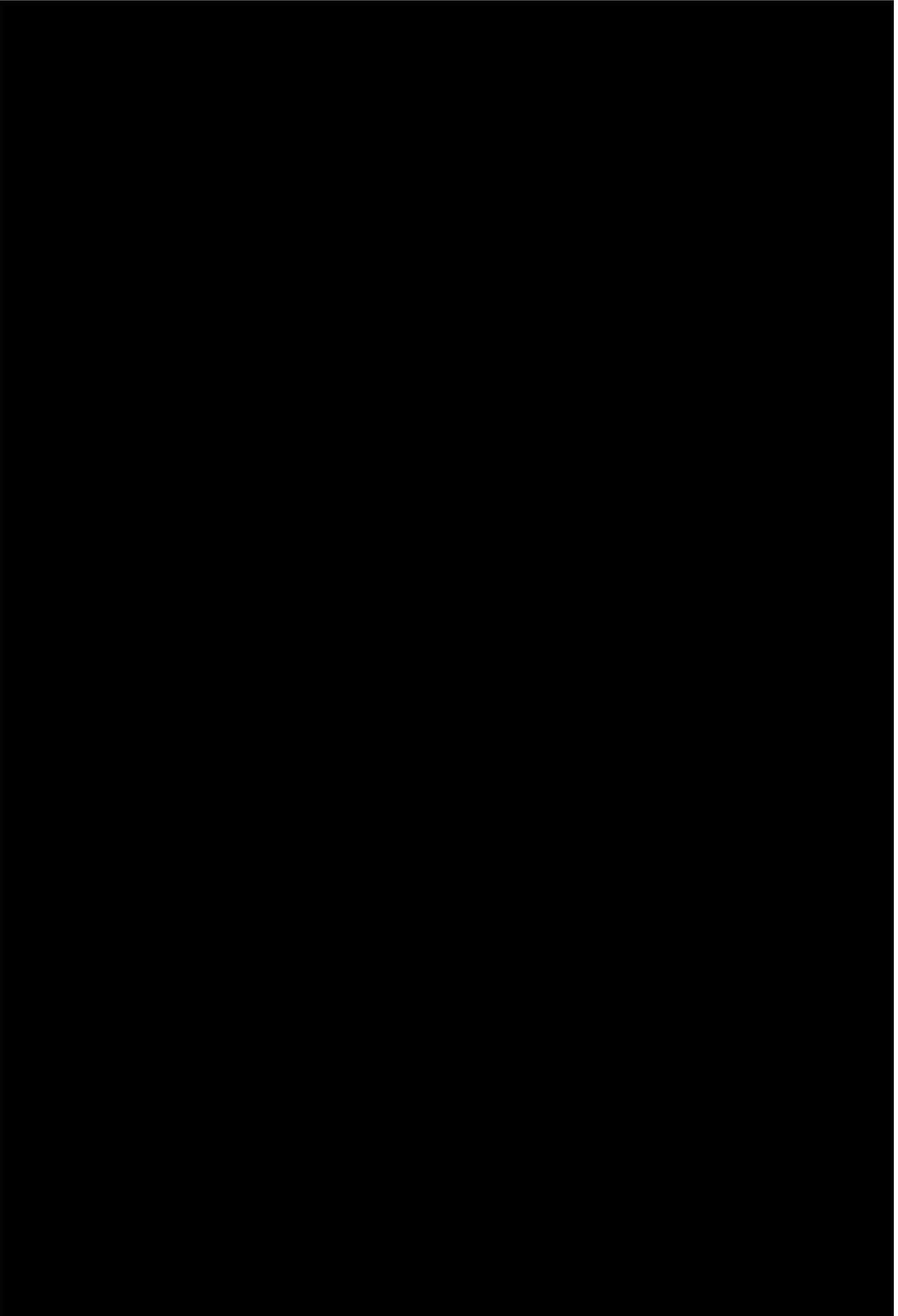


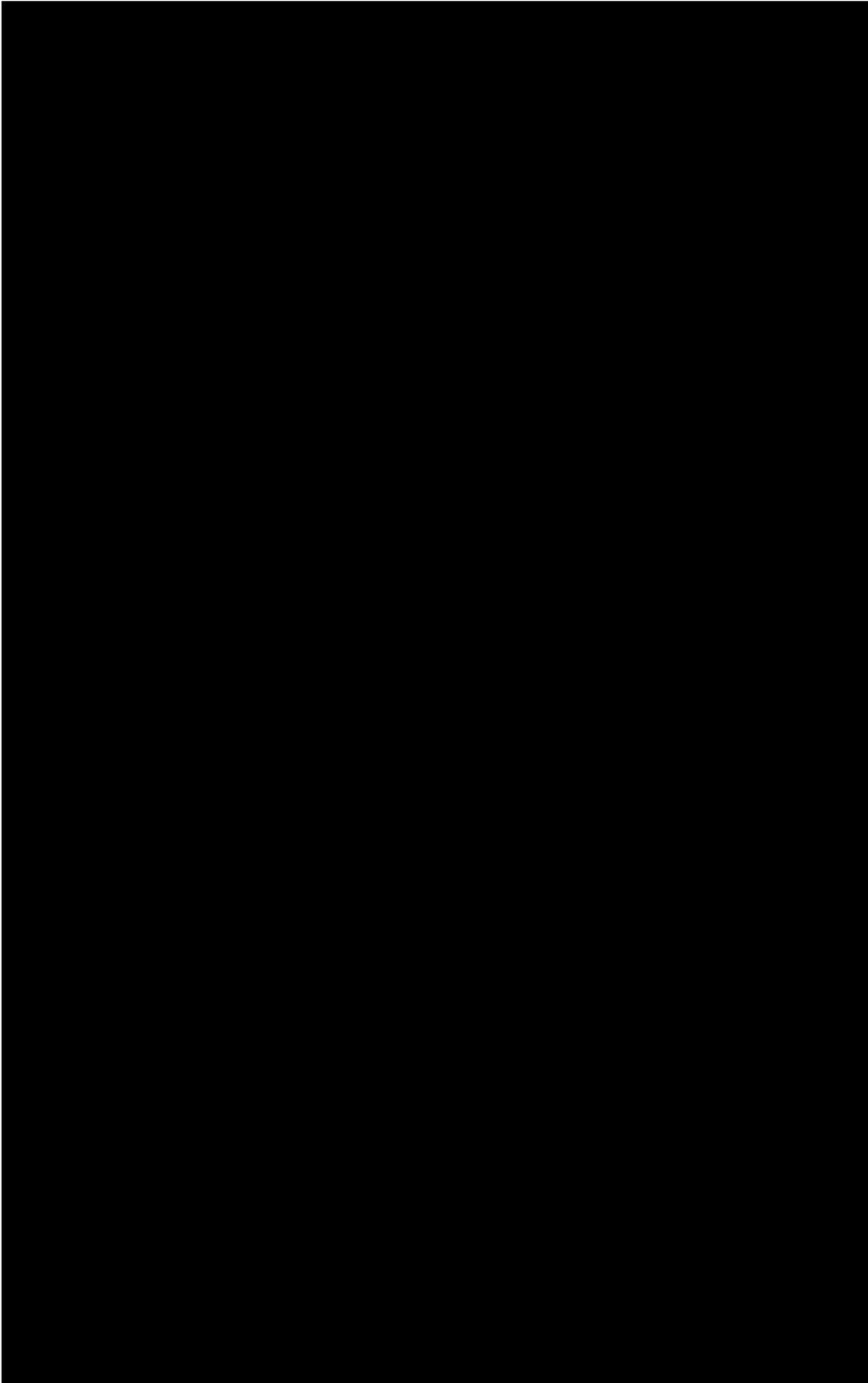


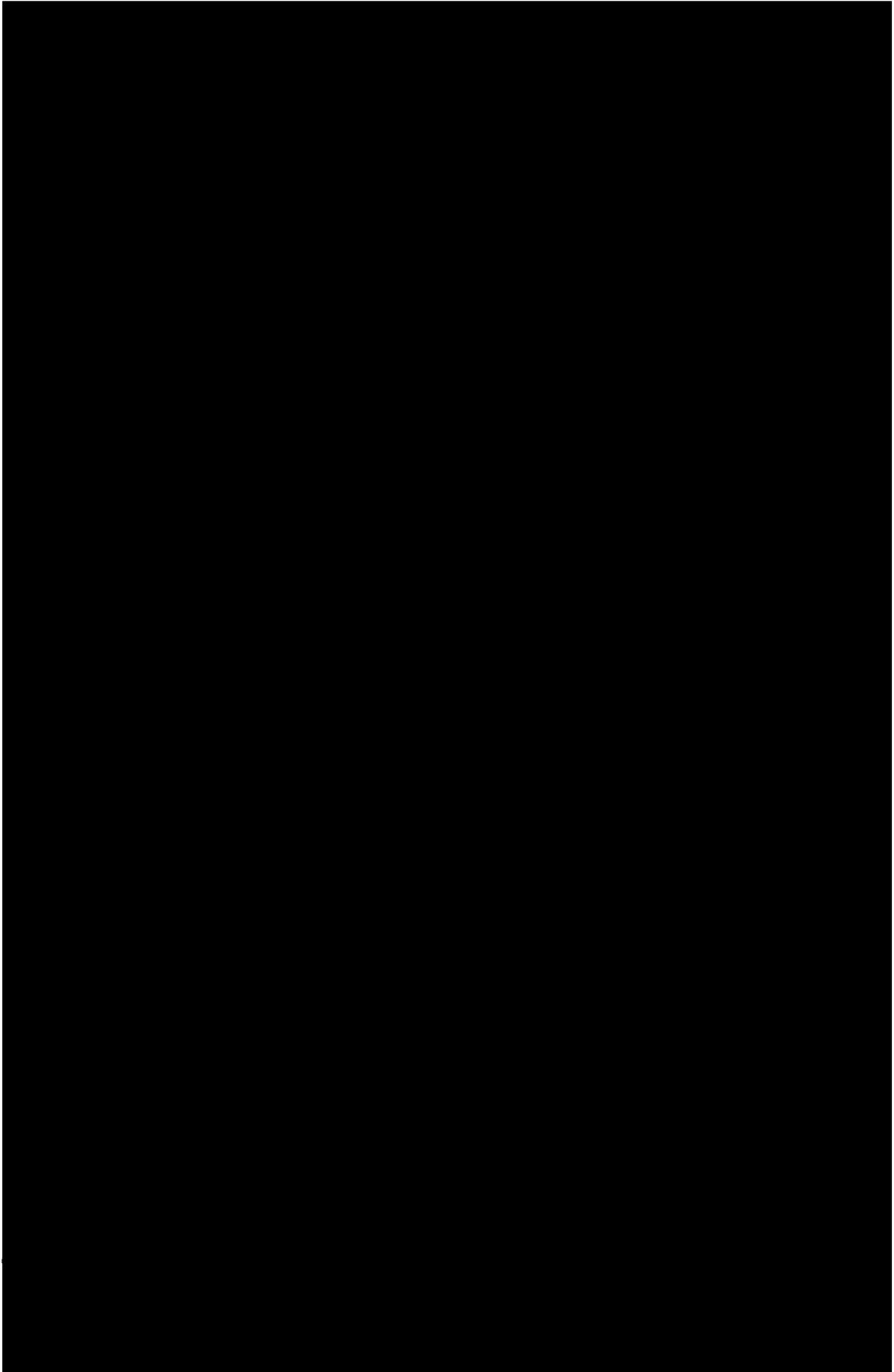


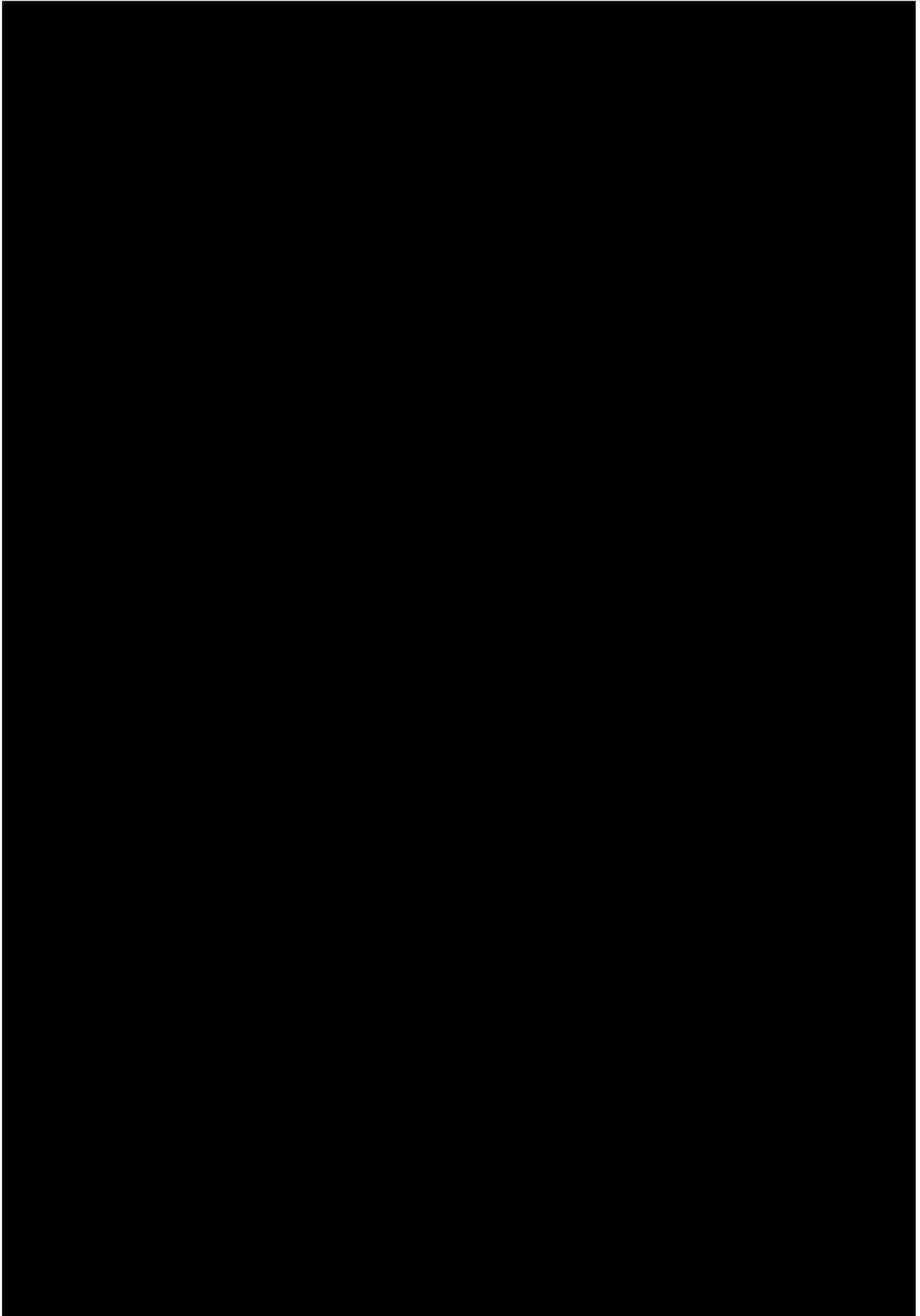


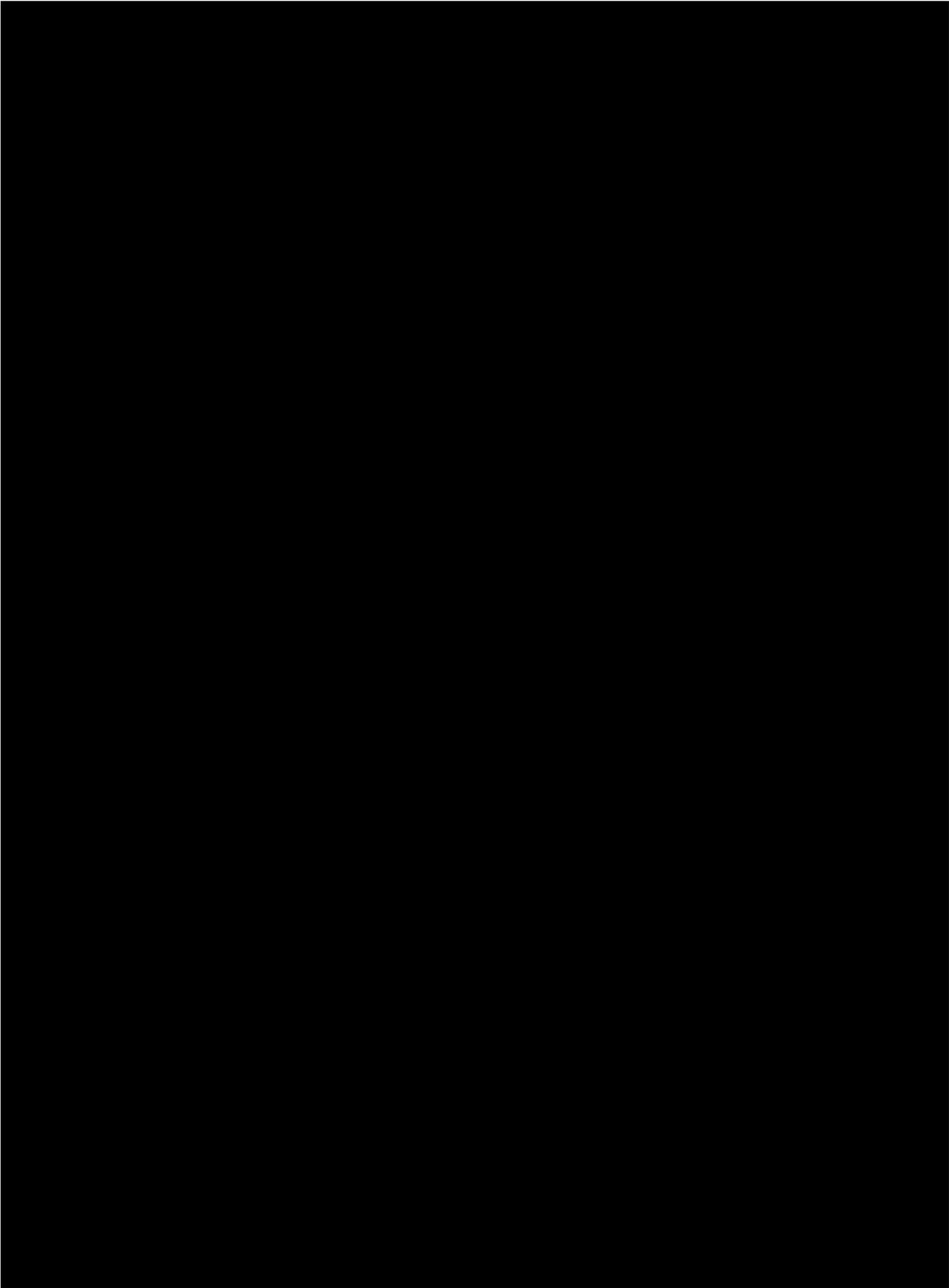


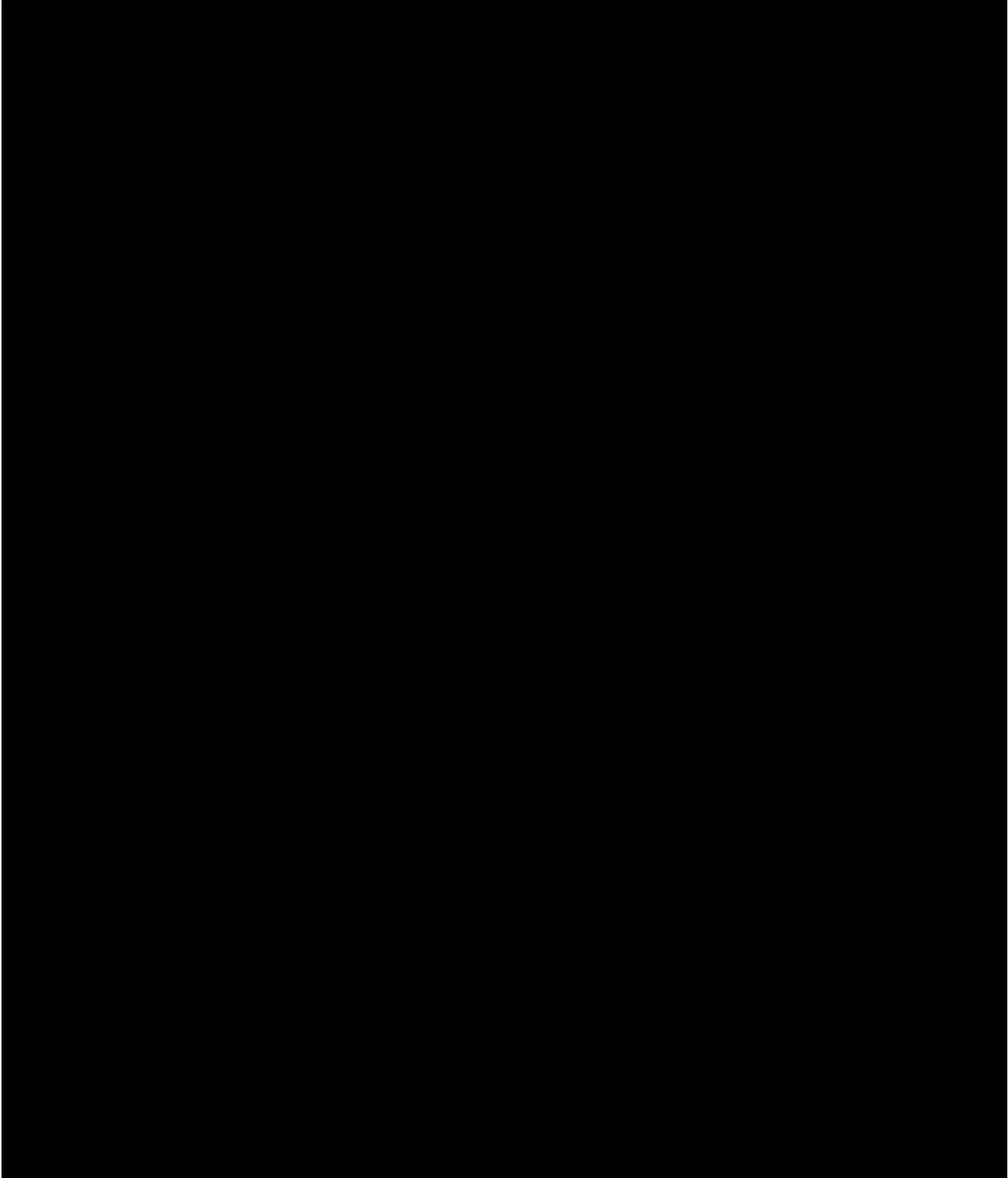




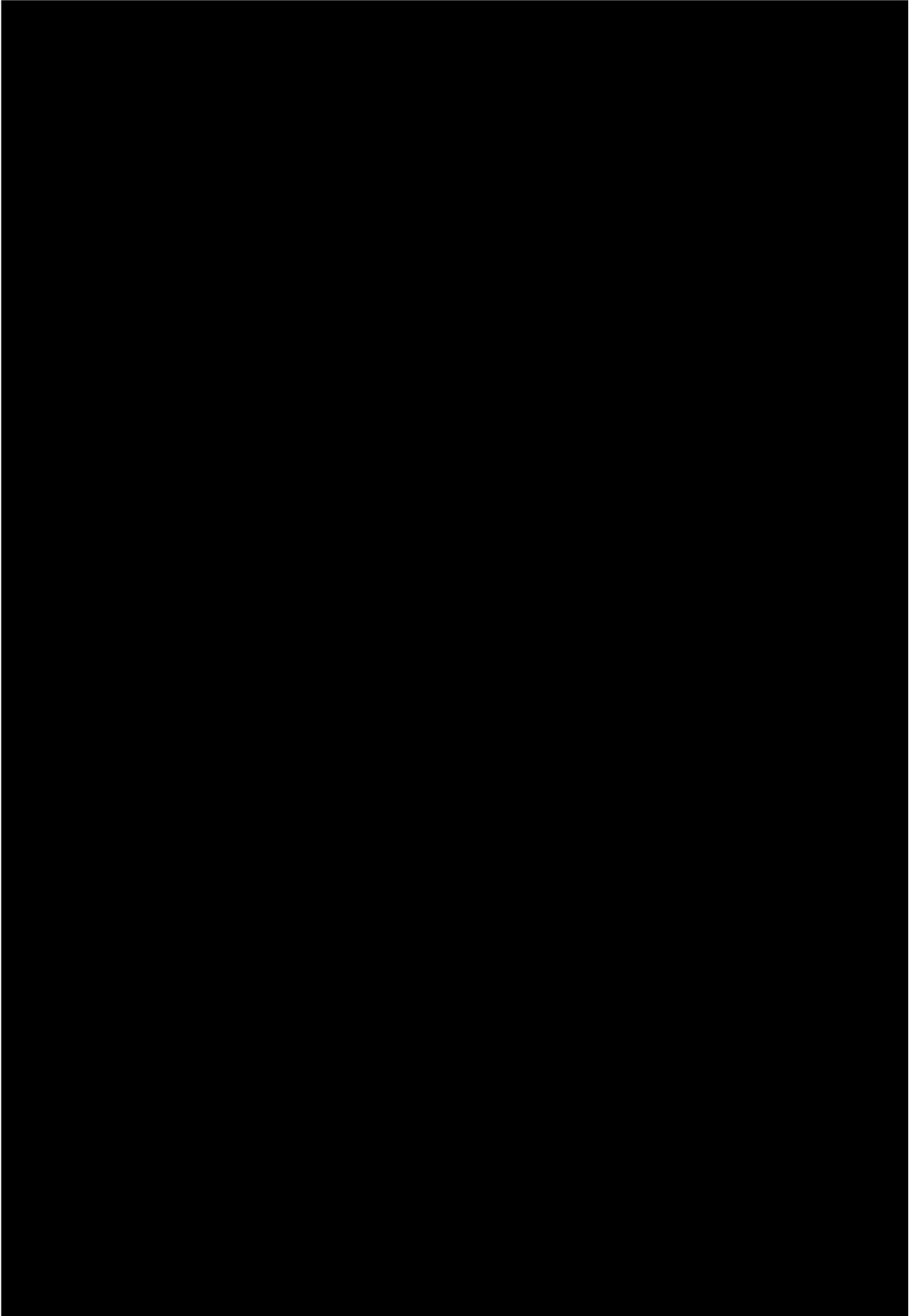


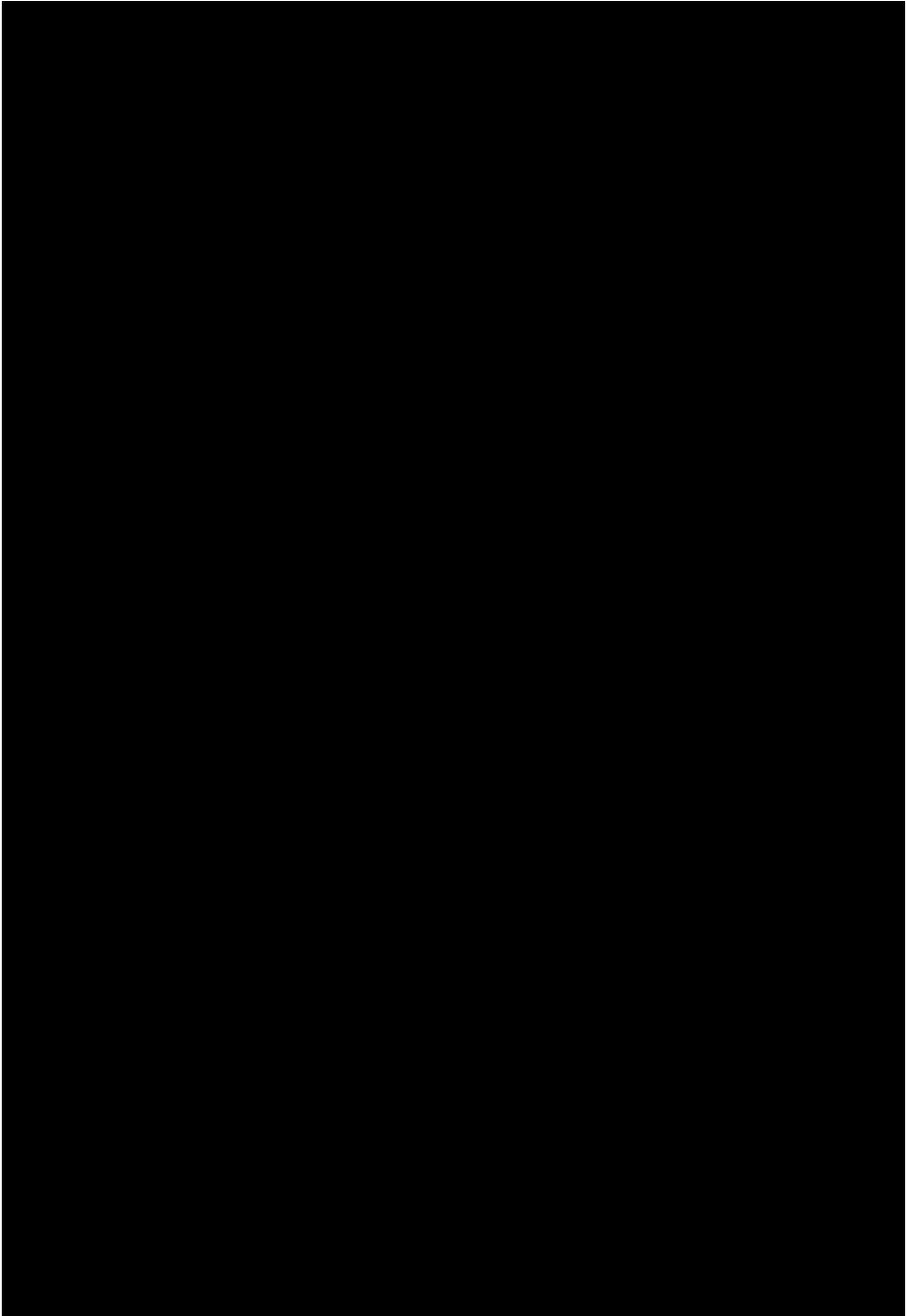


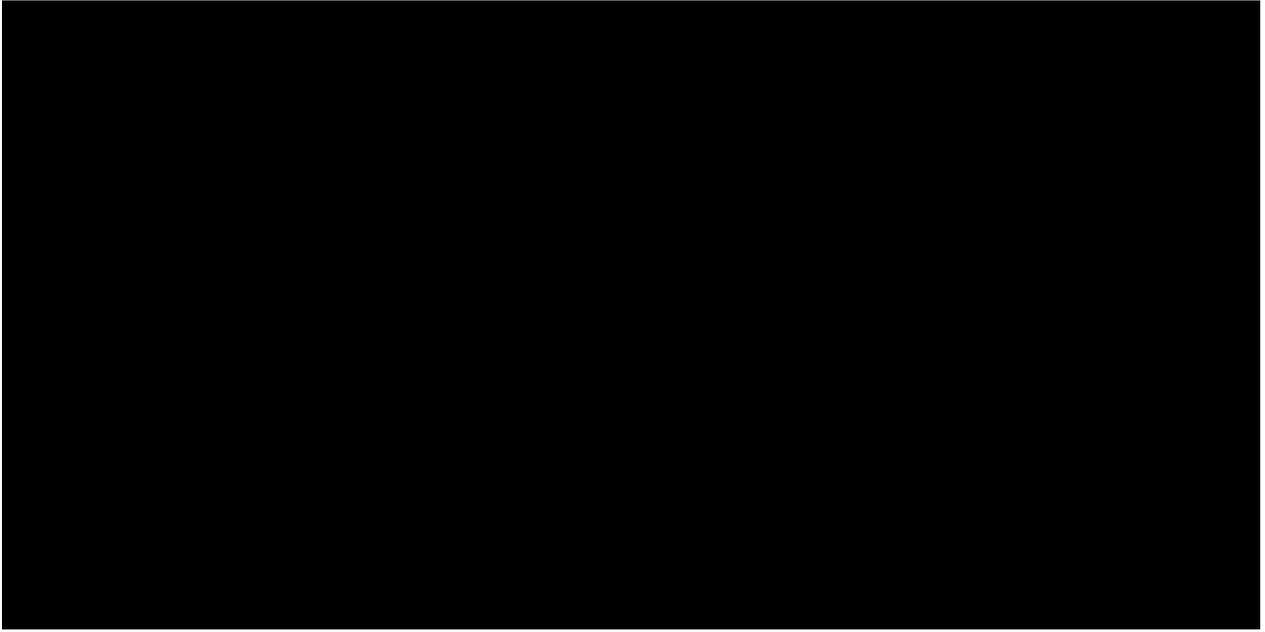


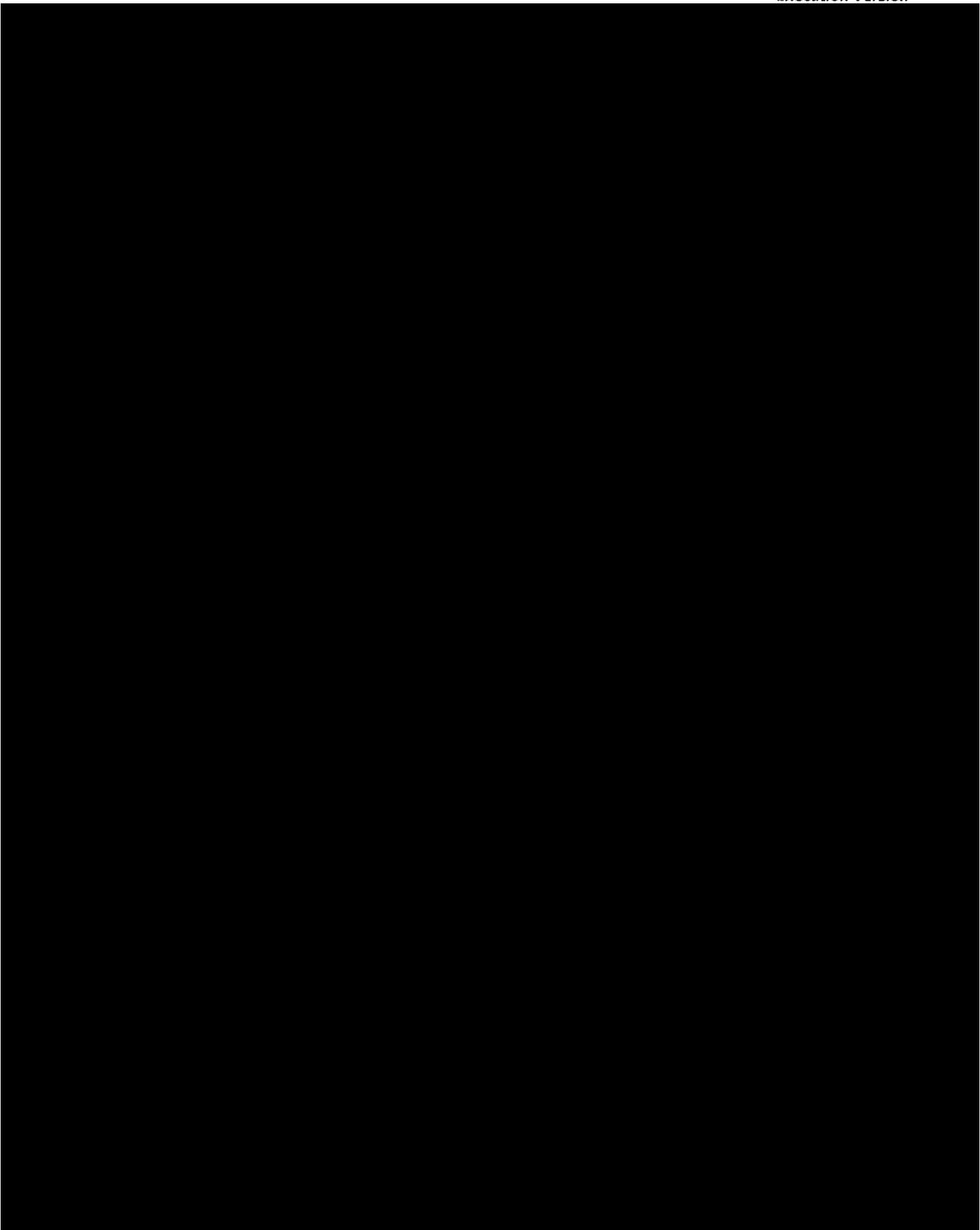


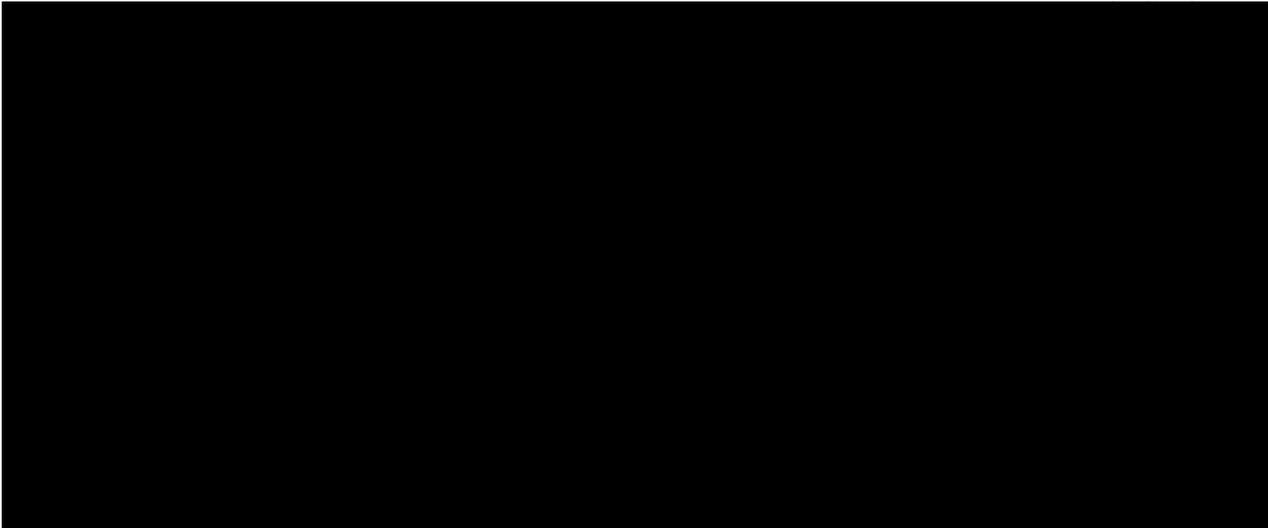




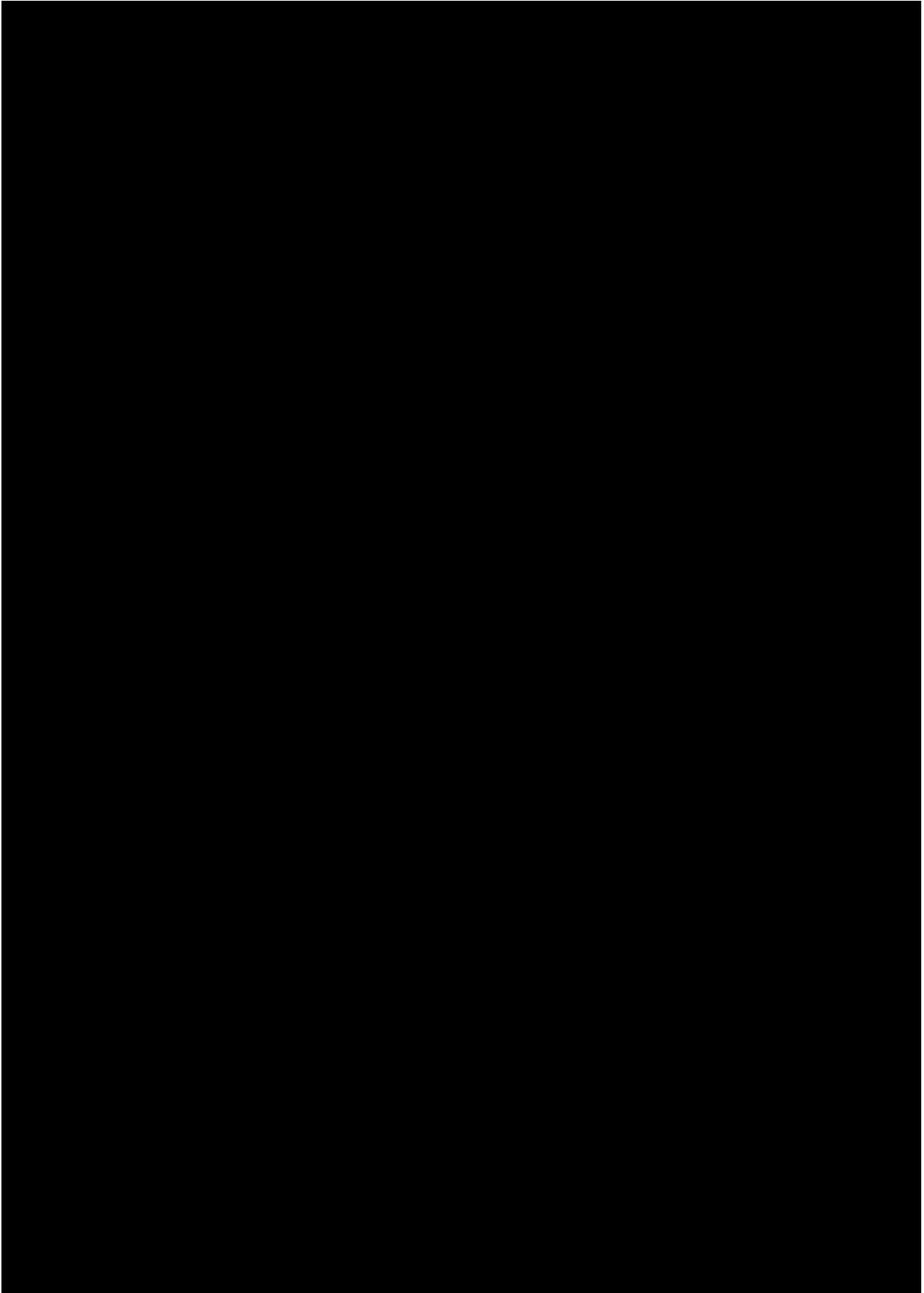


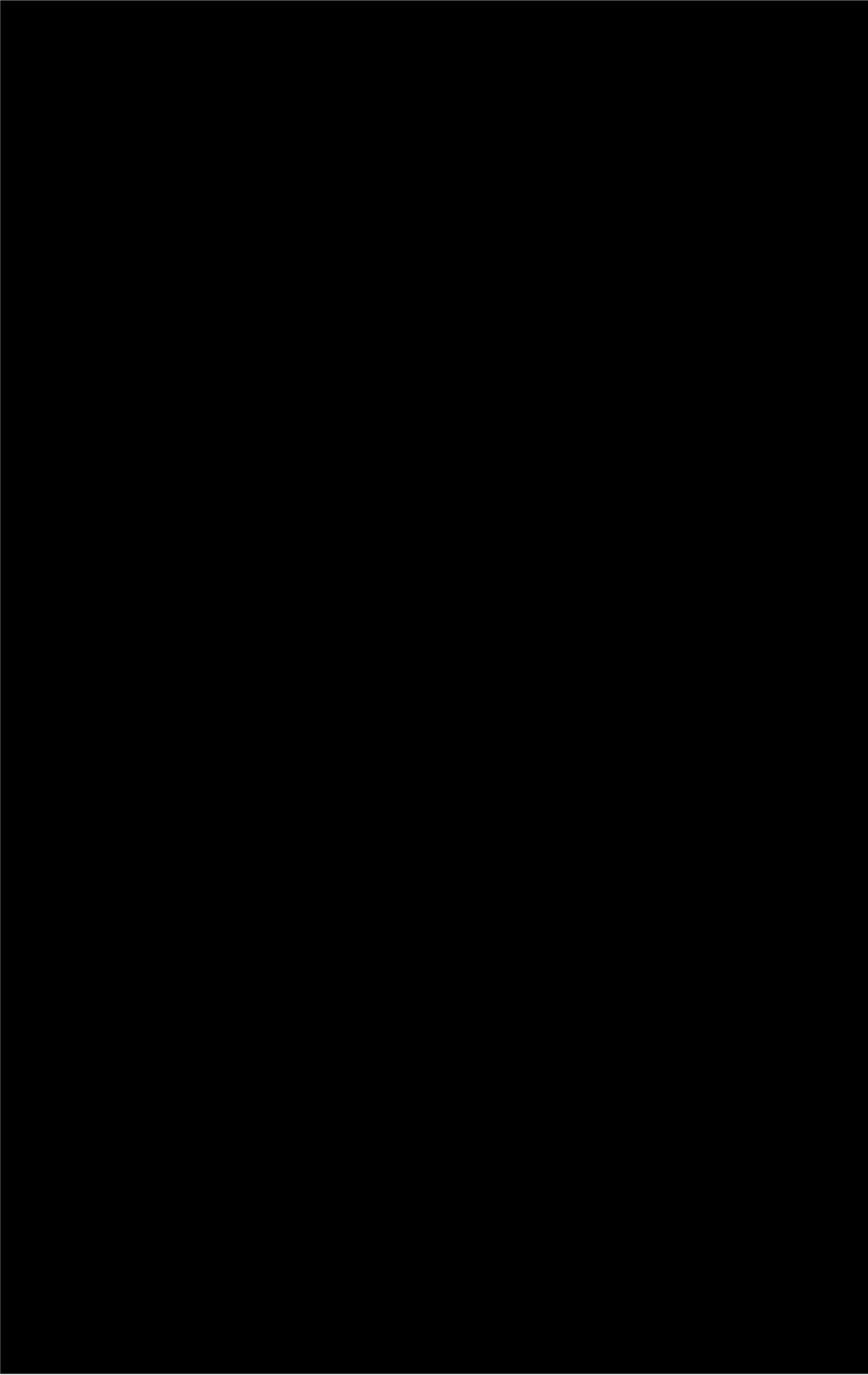


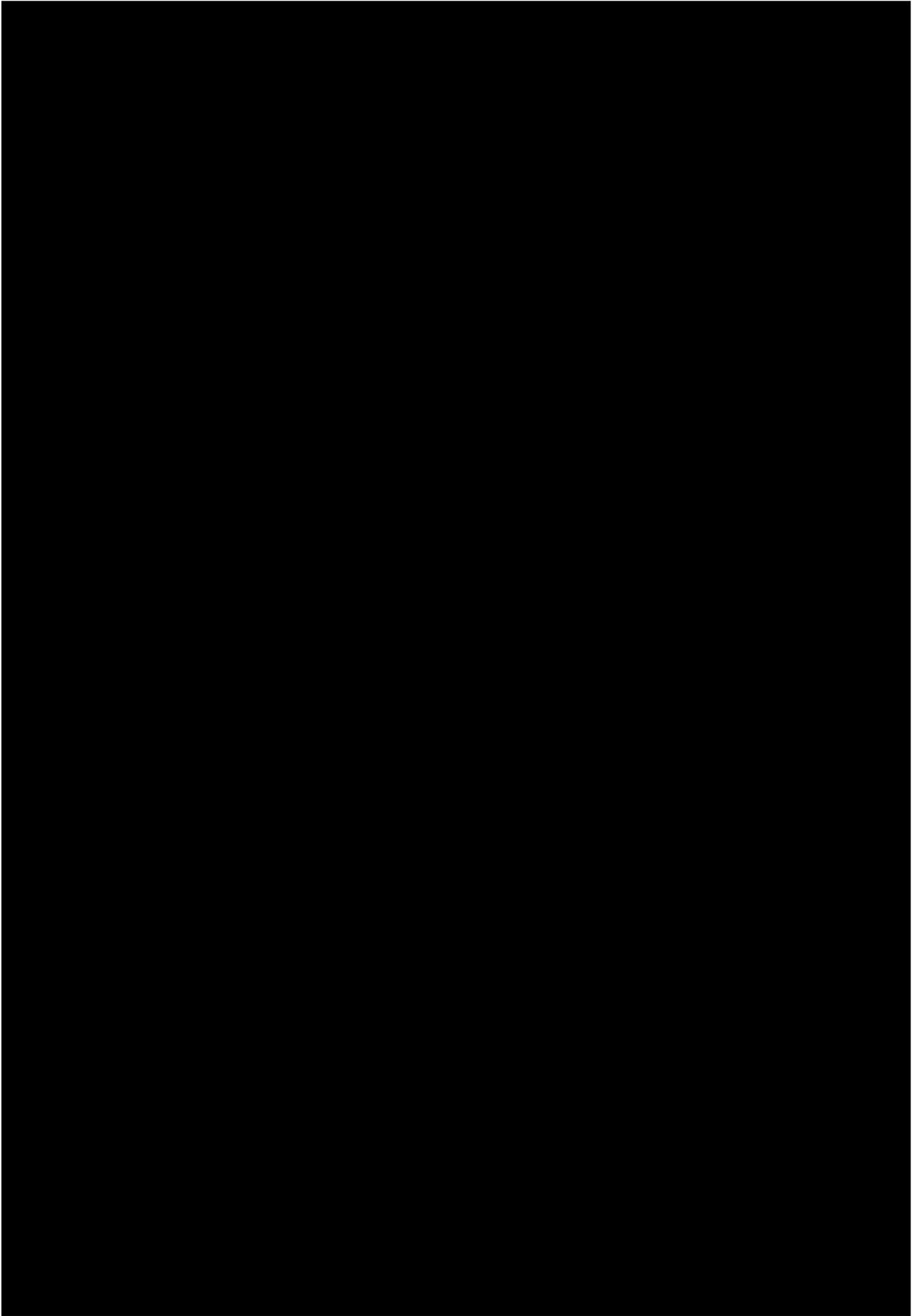


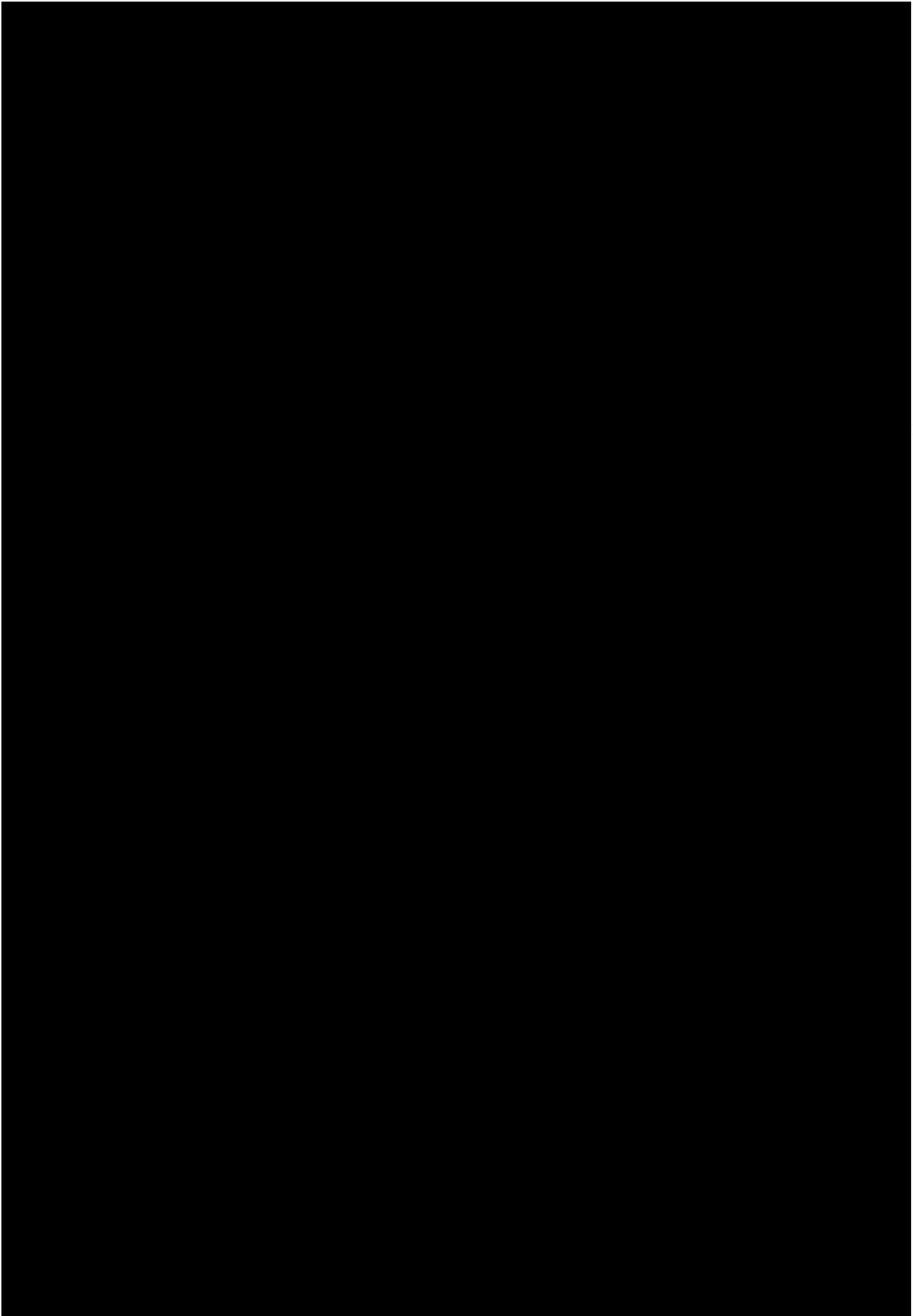


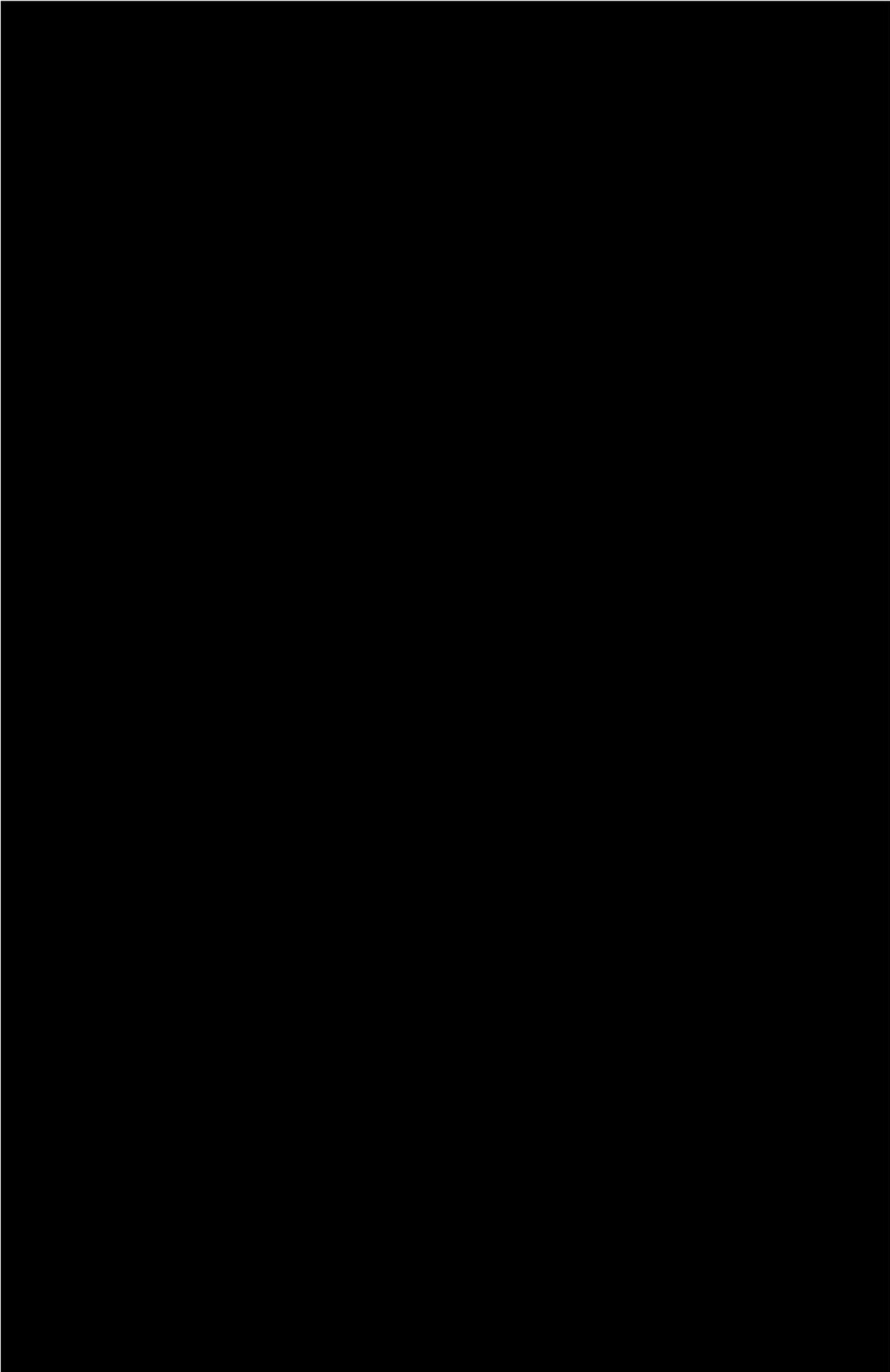
**SCHEDULE A23. – LW CONTRACTOR COOPERATION AND INTEGRATION DEED**

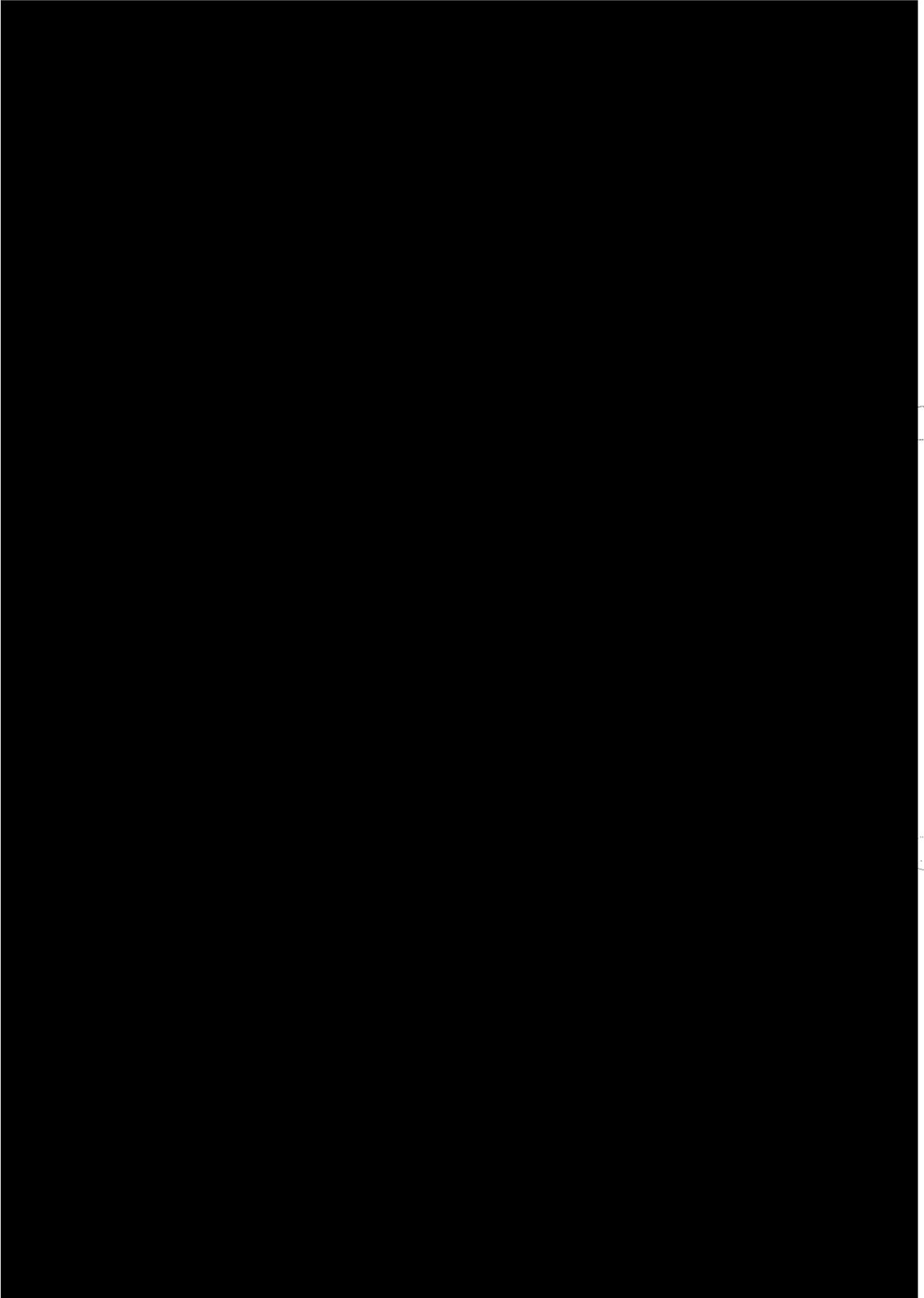


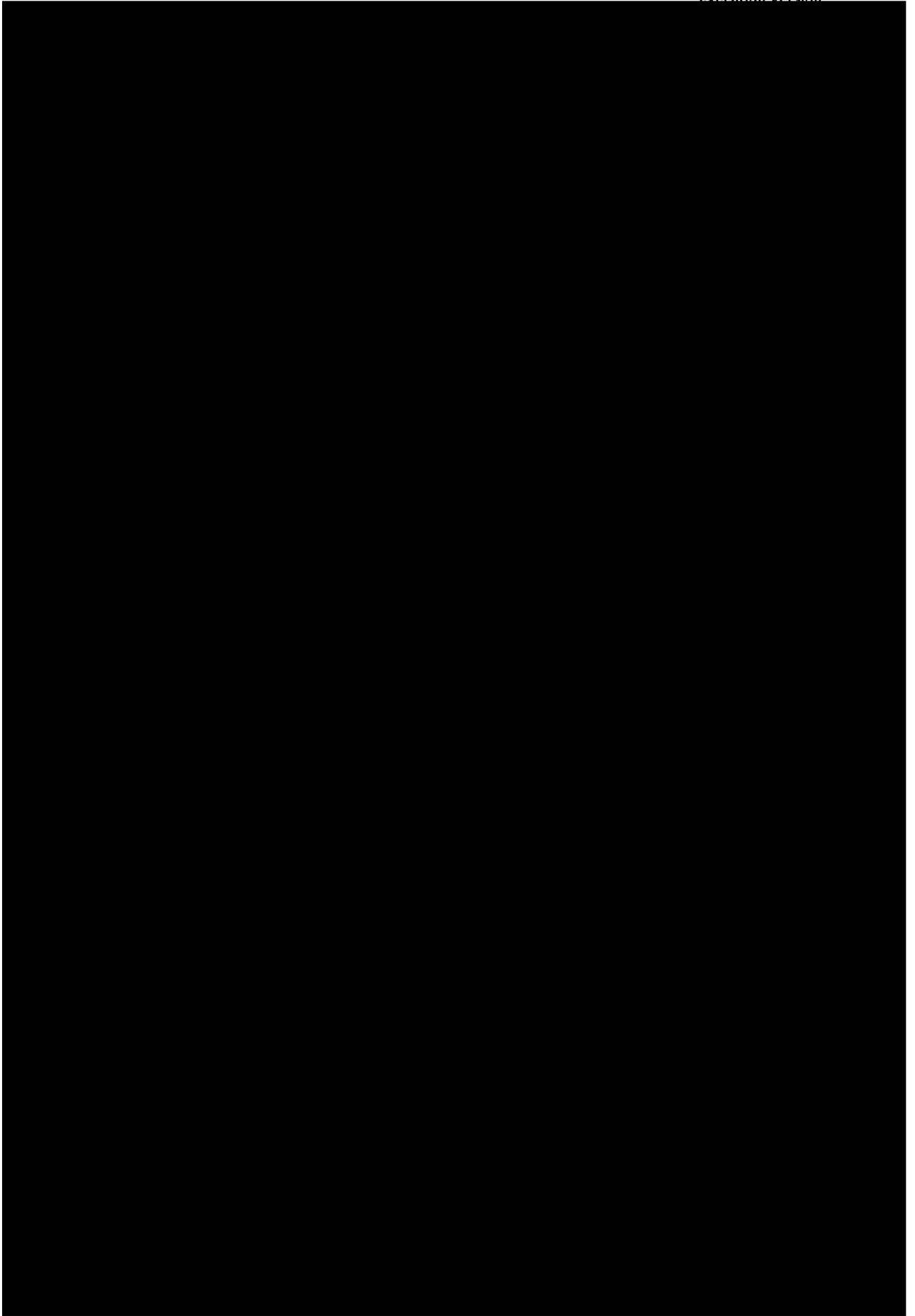


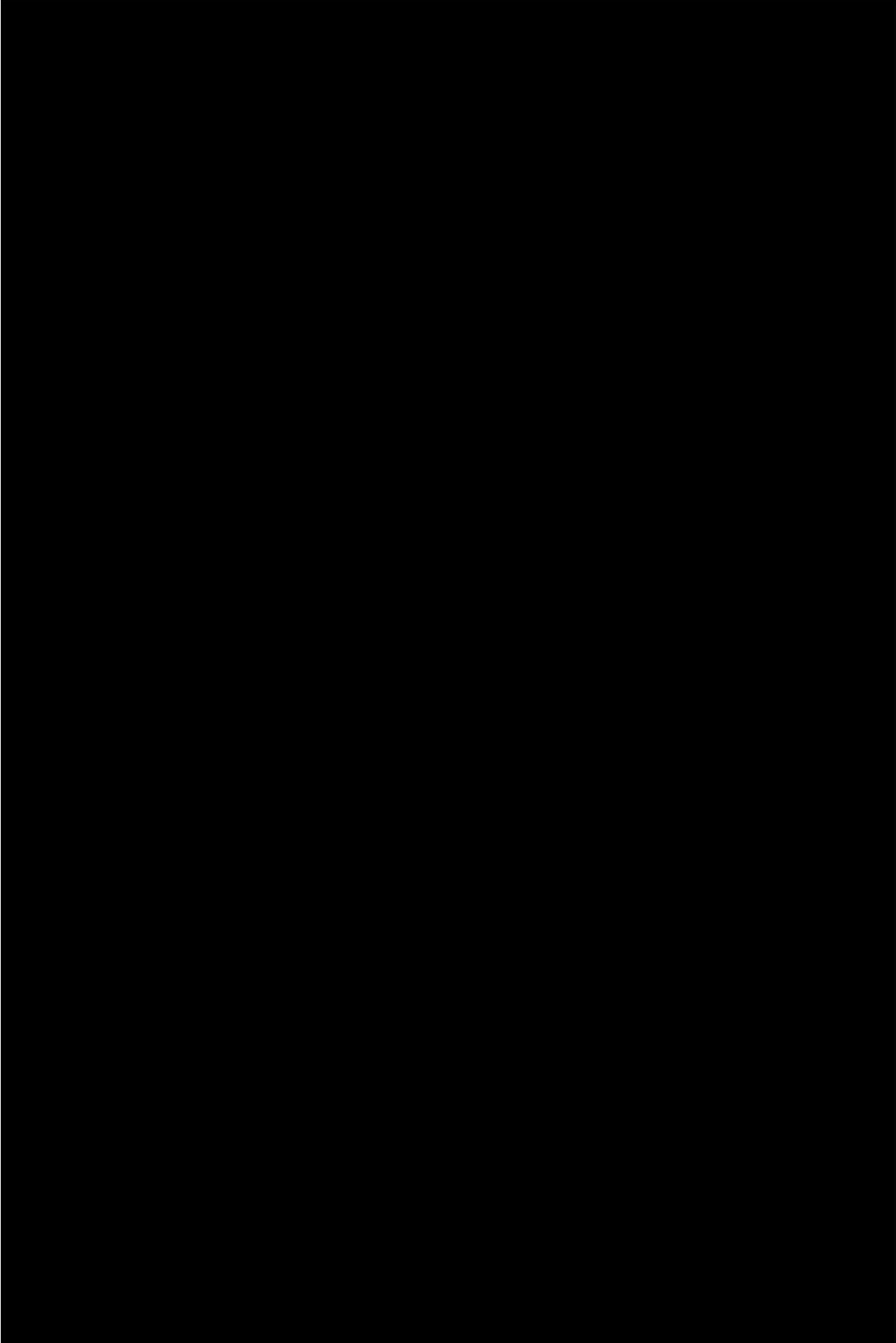


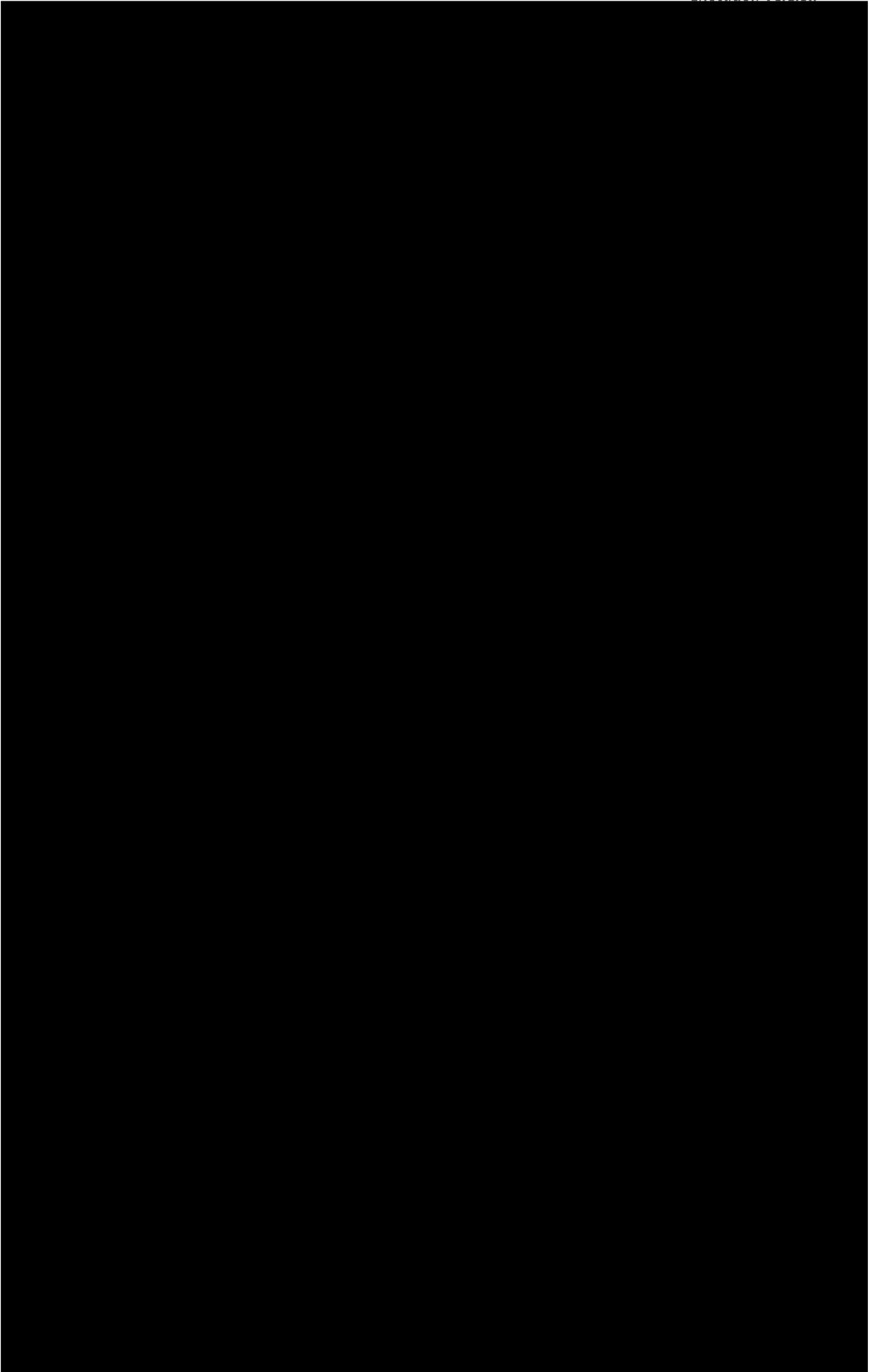


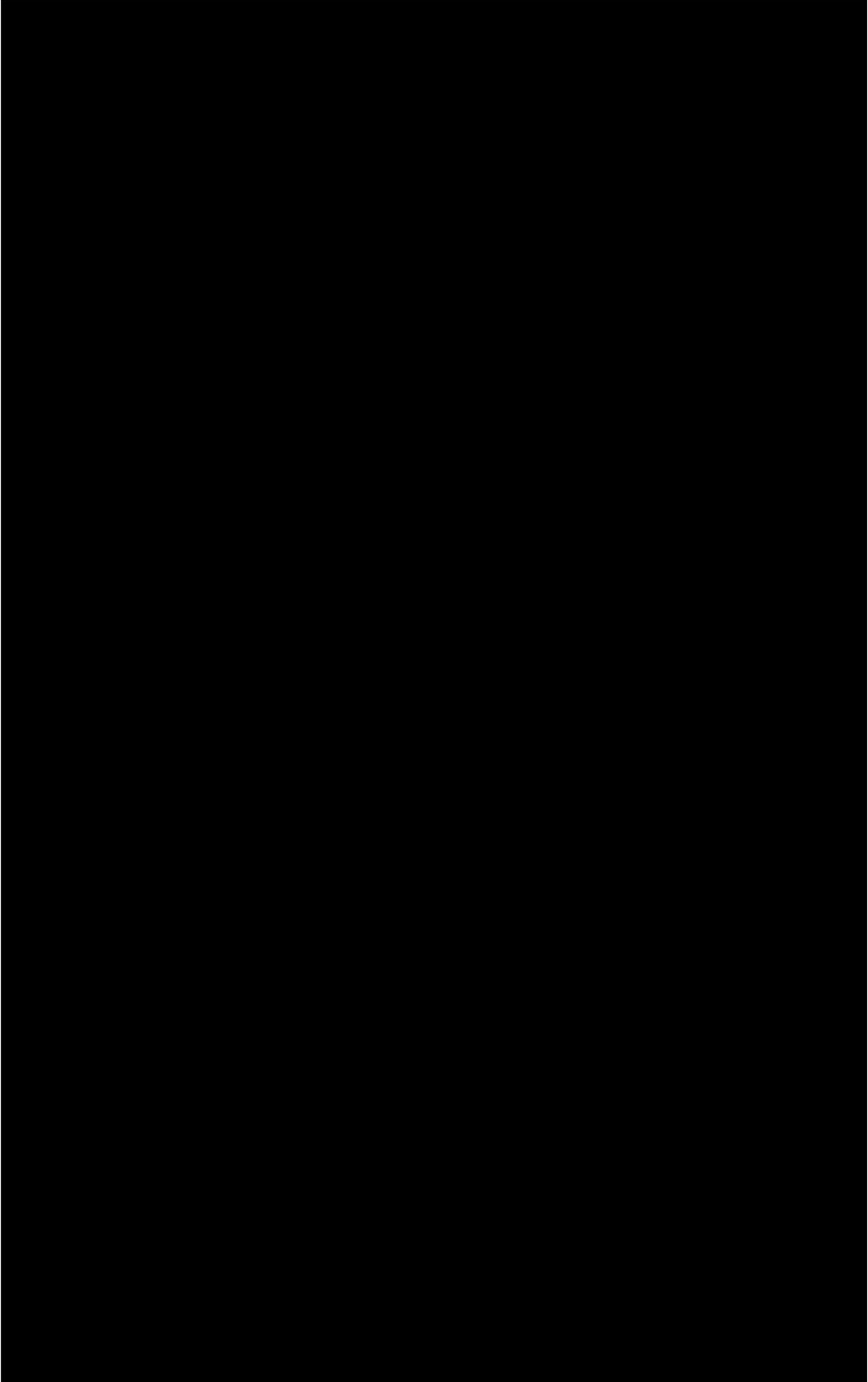


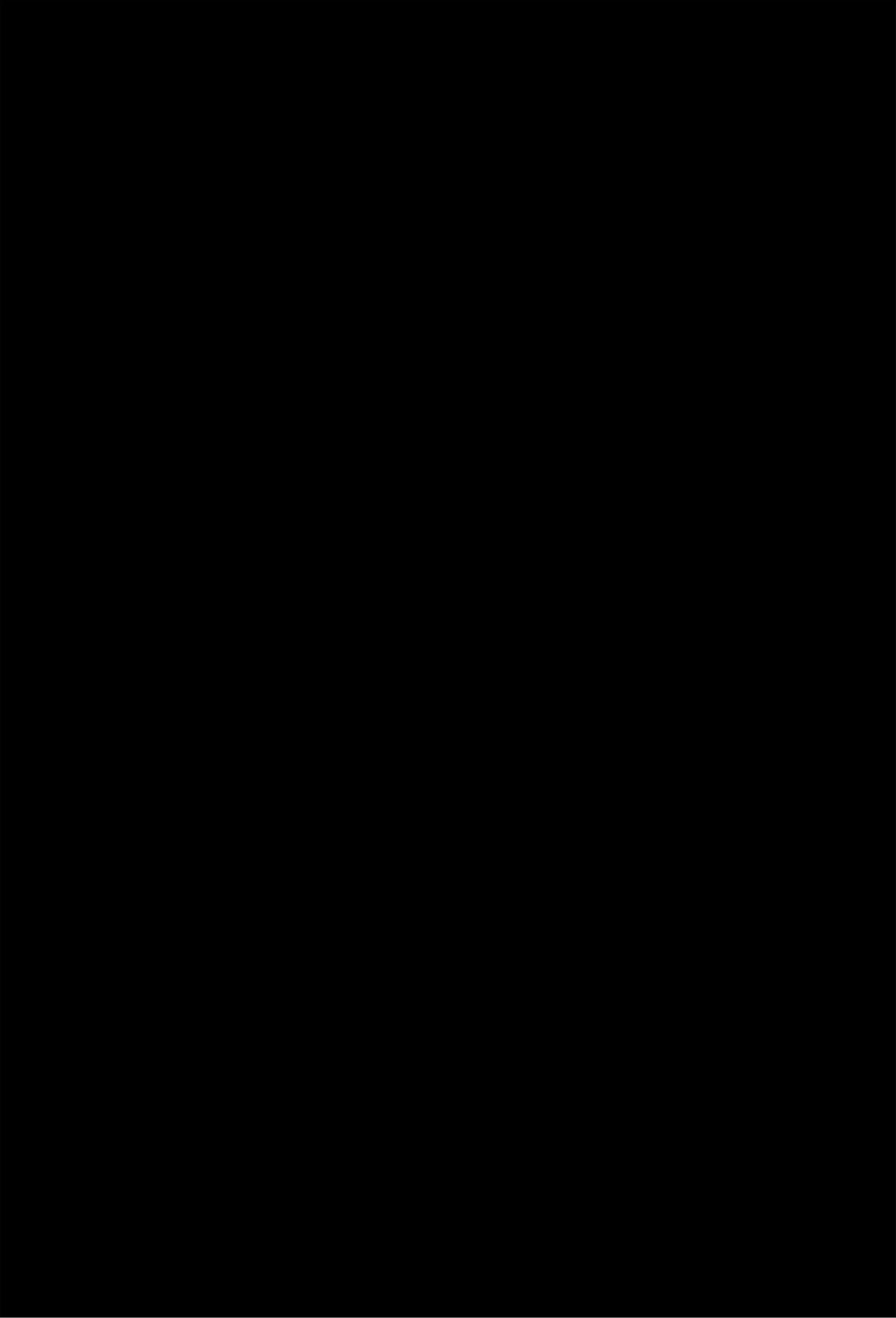


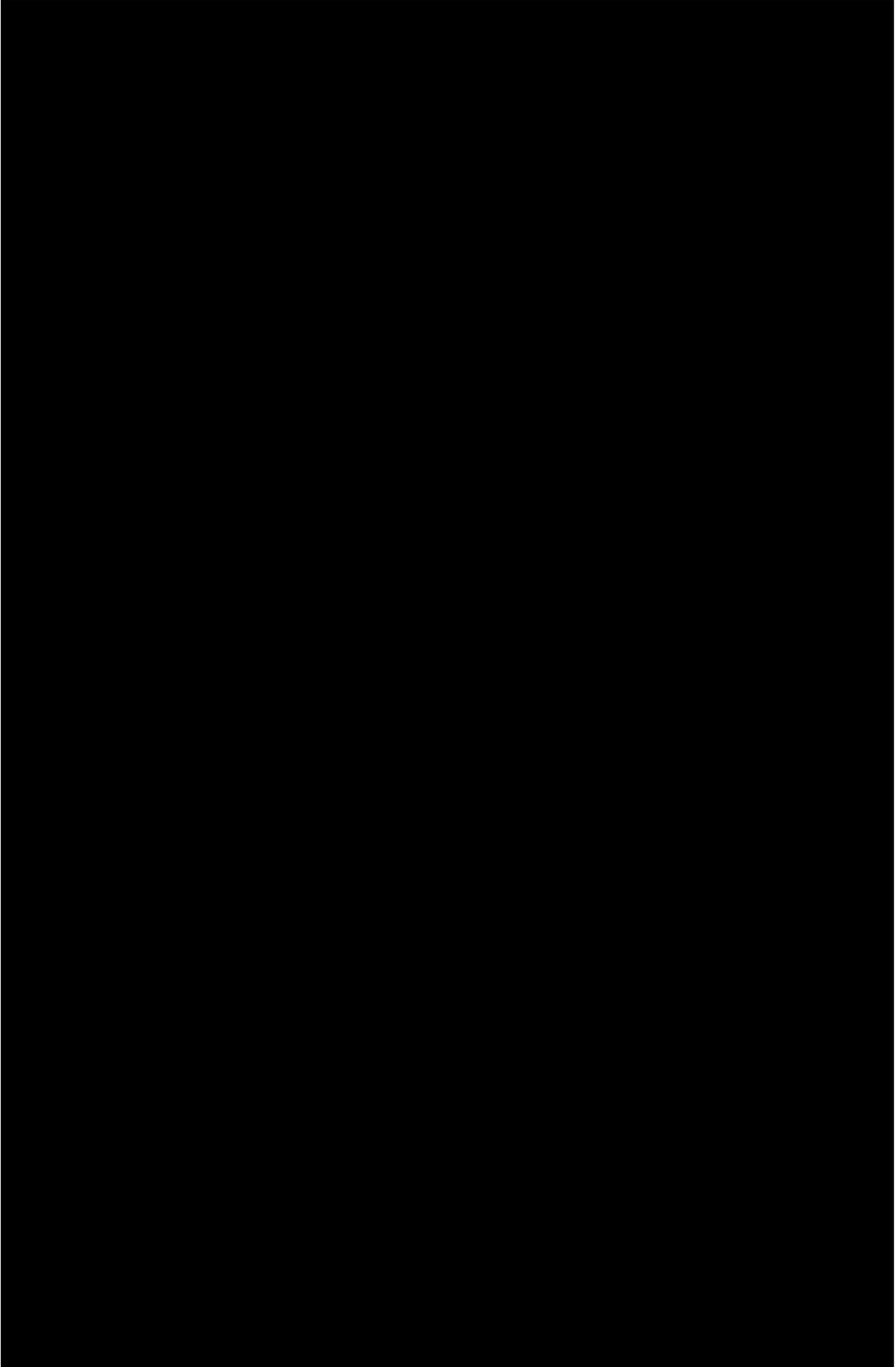


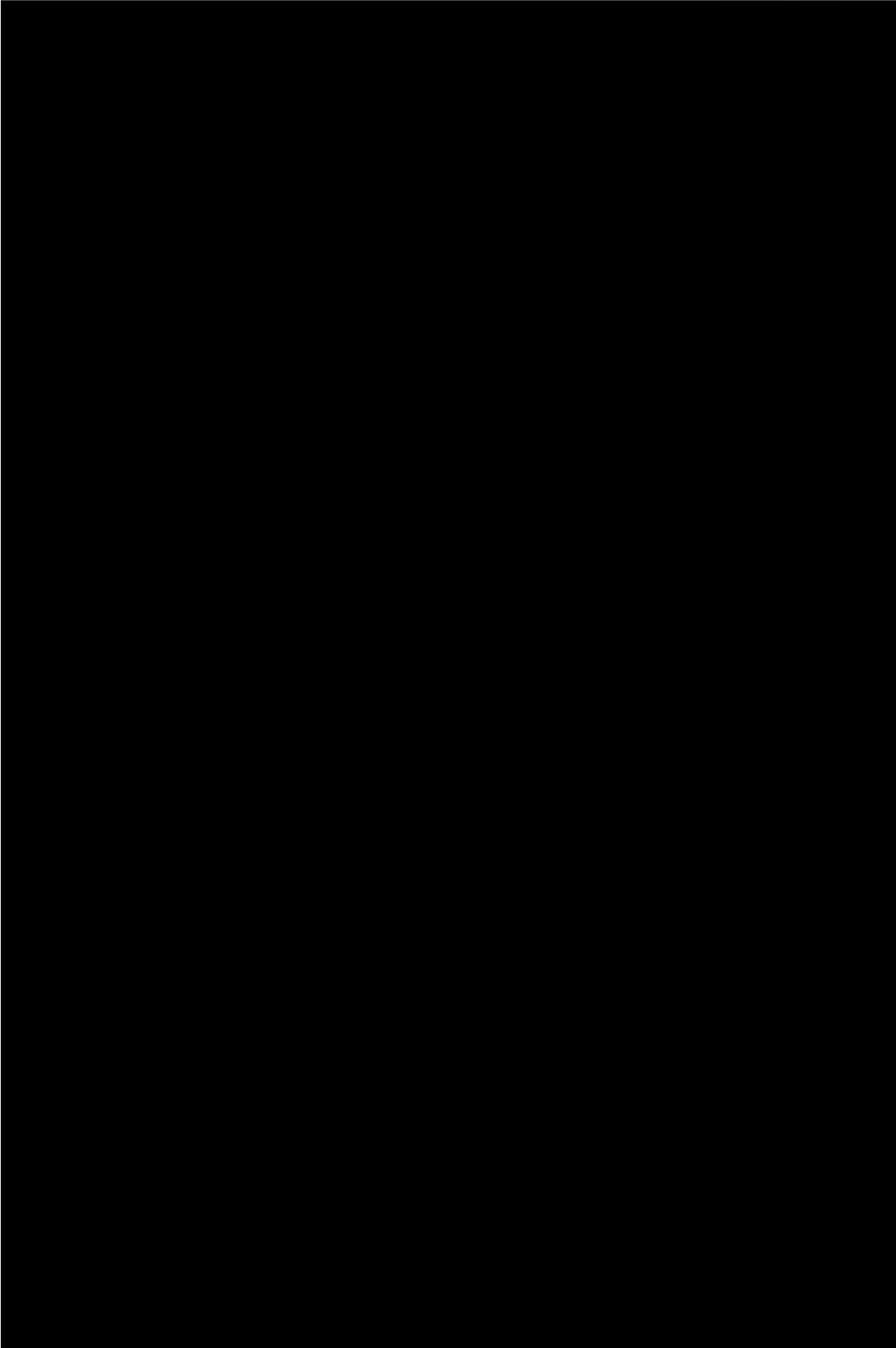


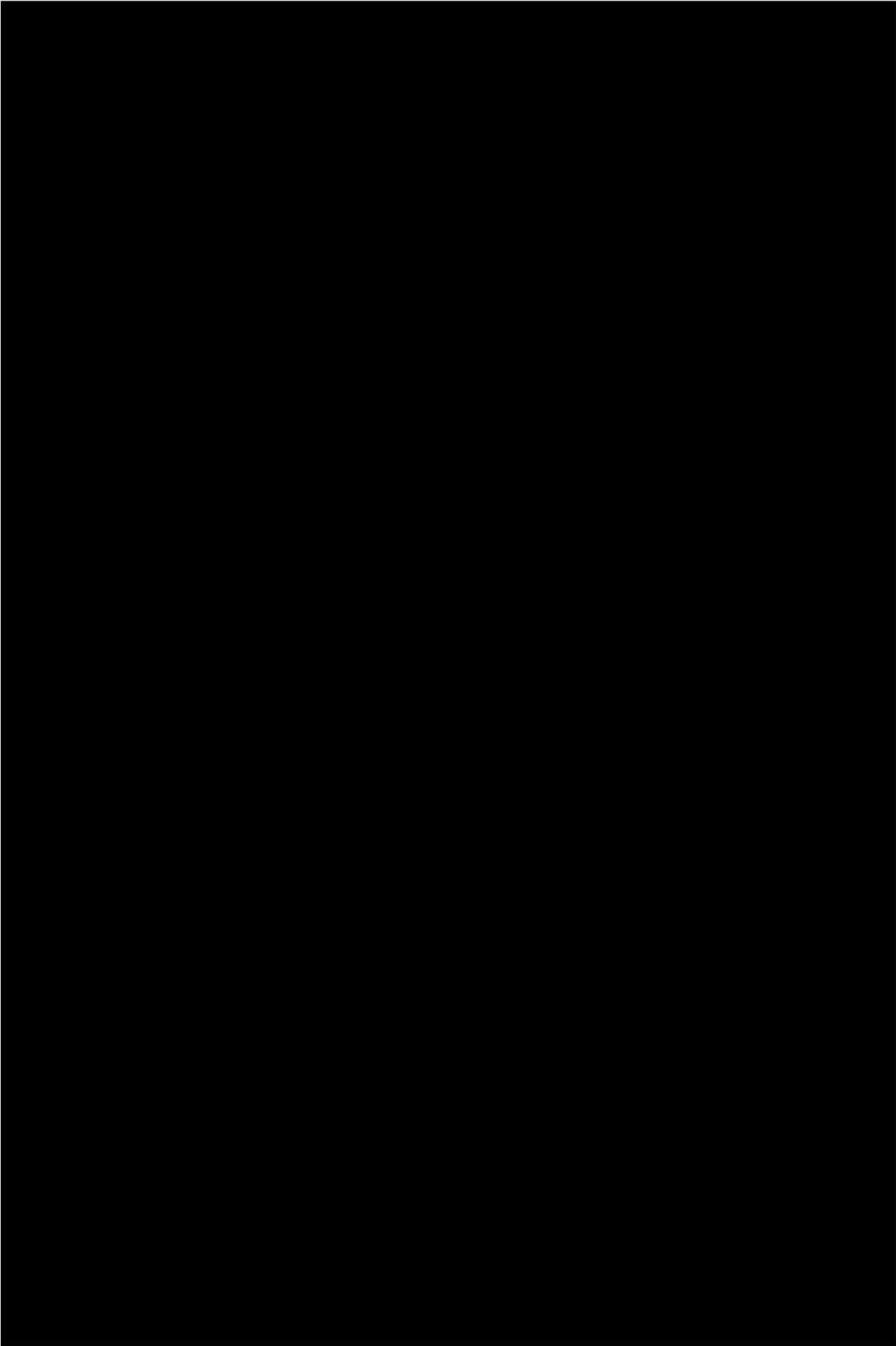


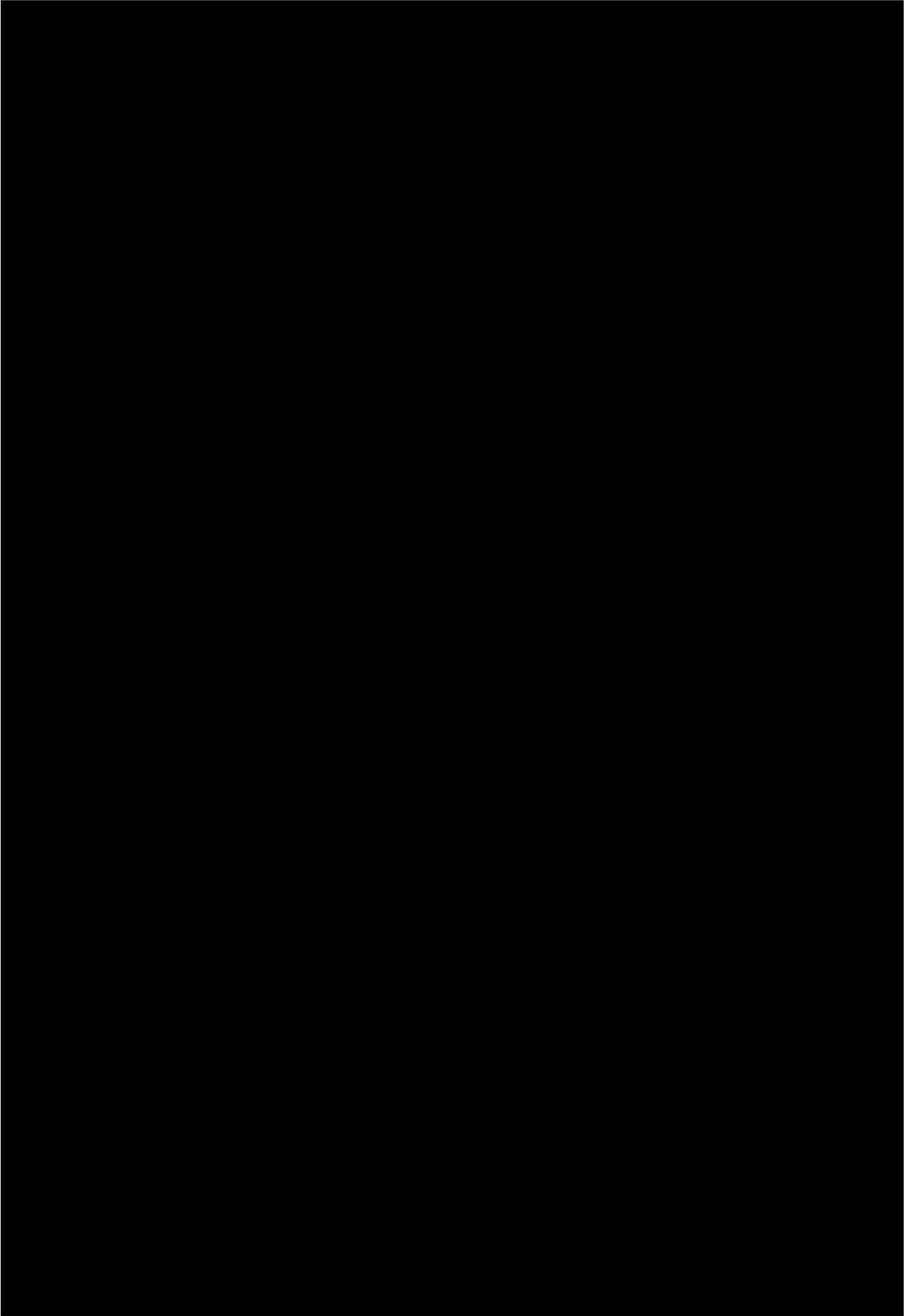


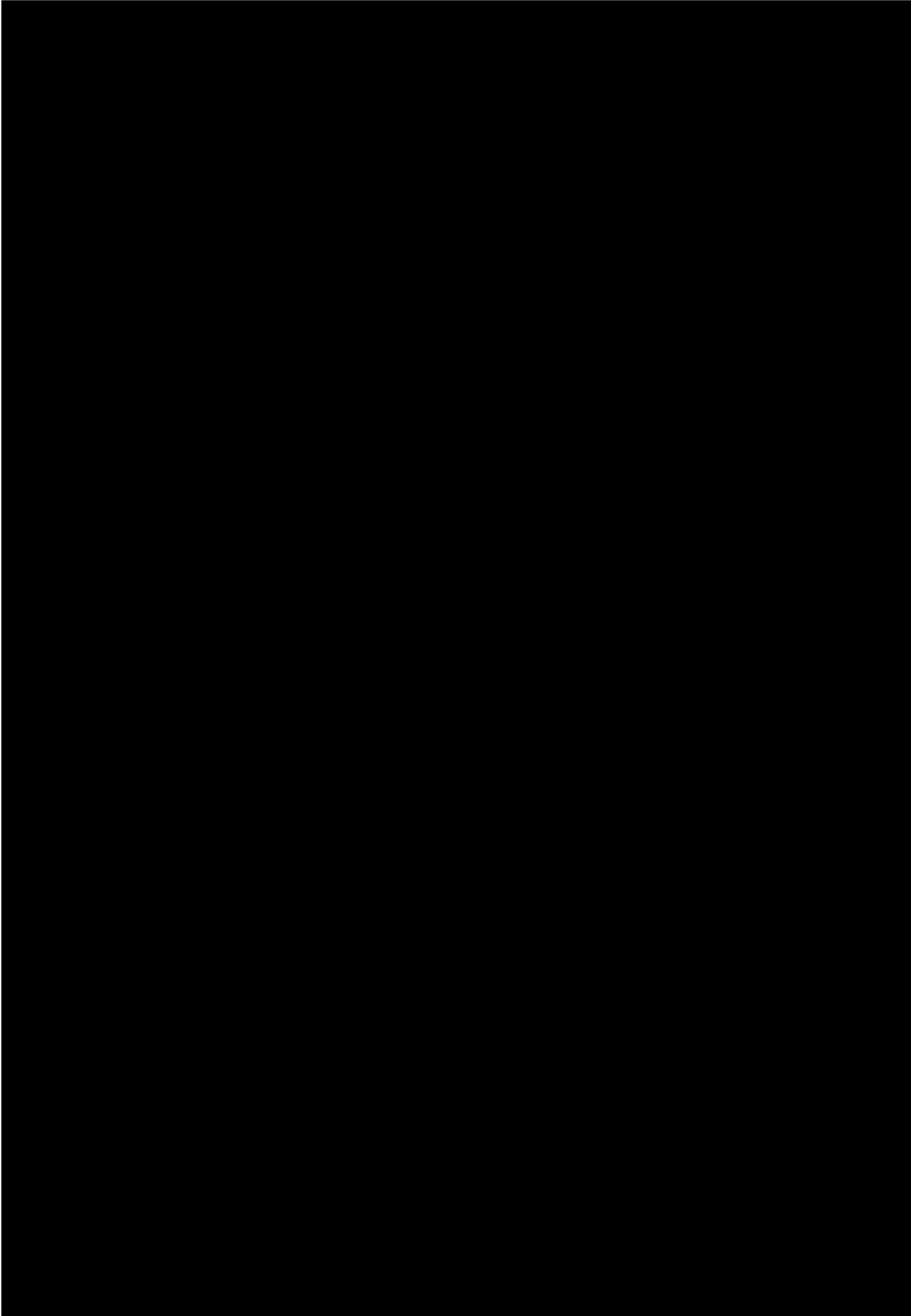


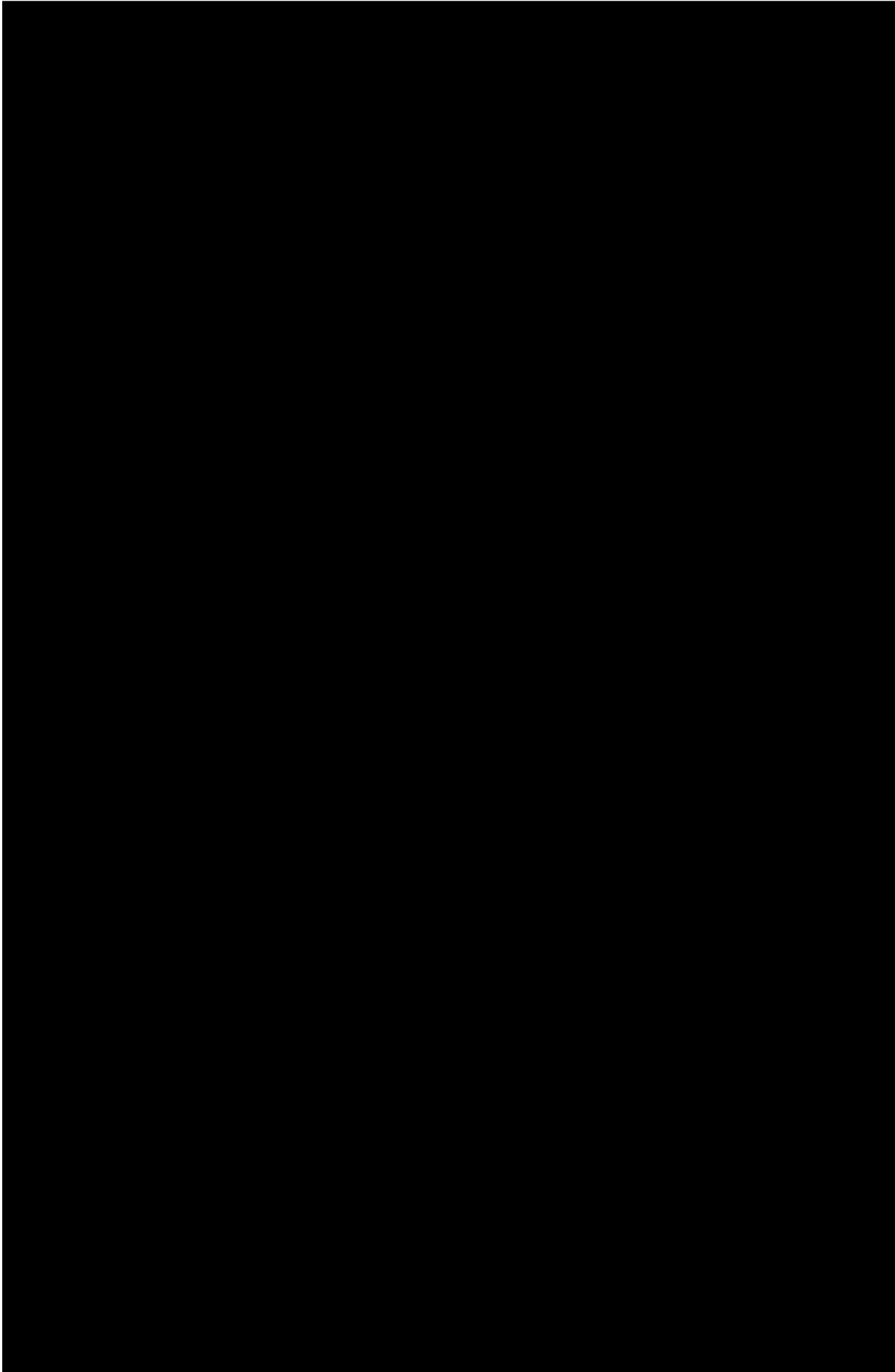


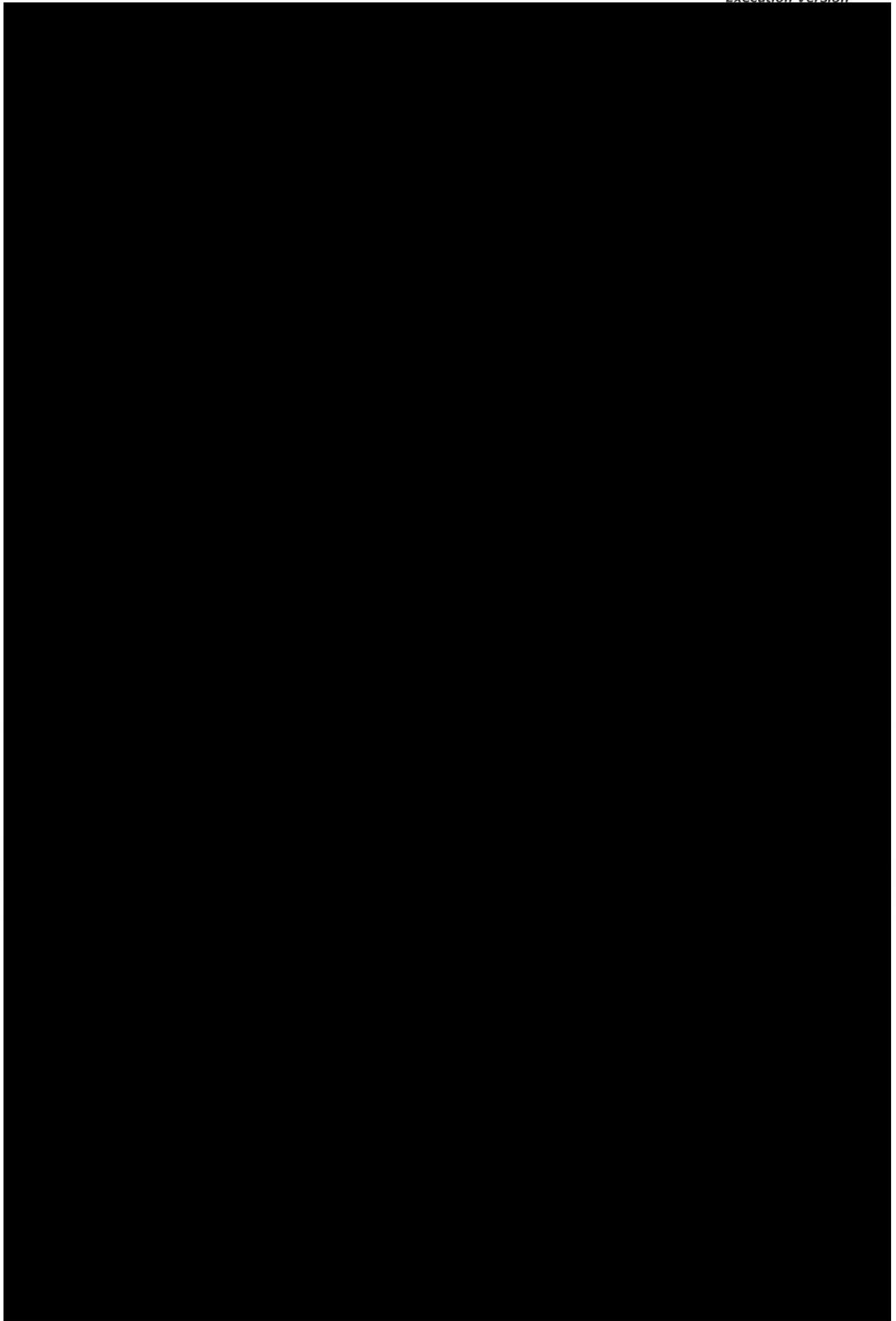


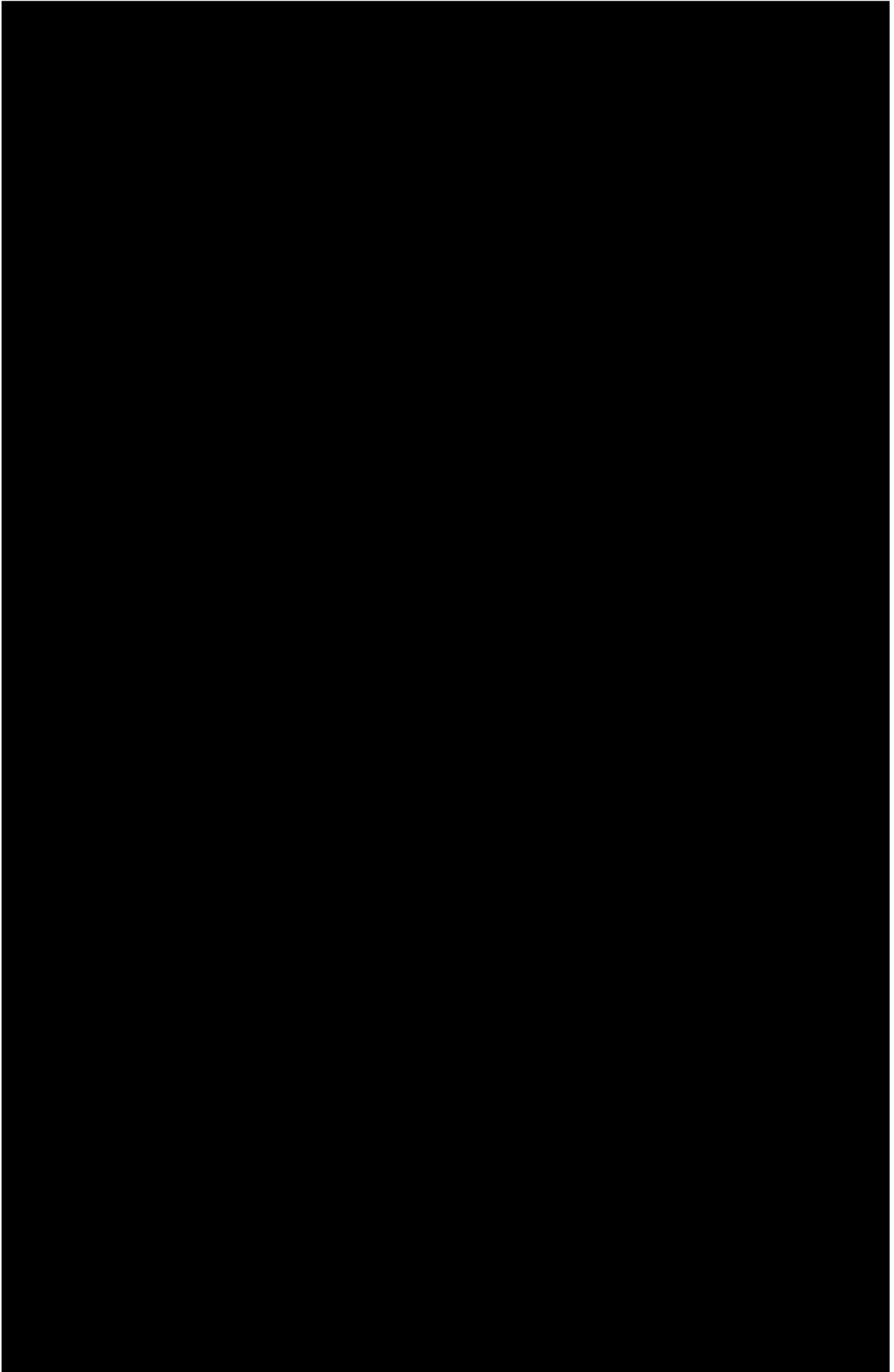


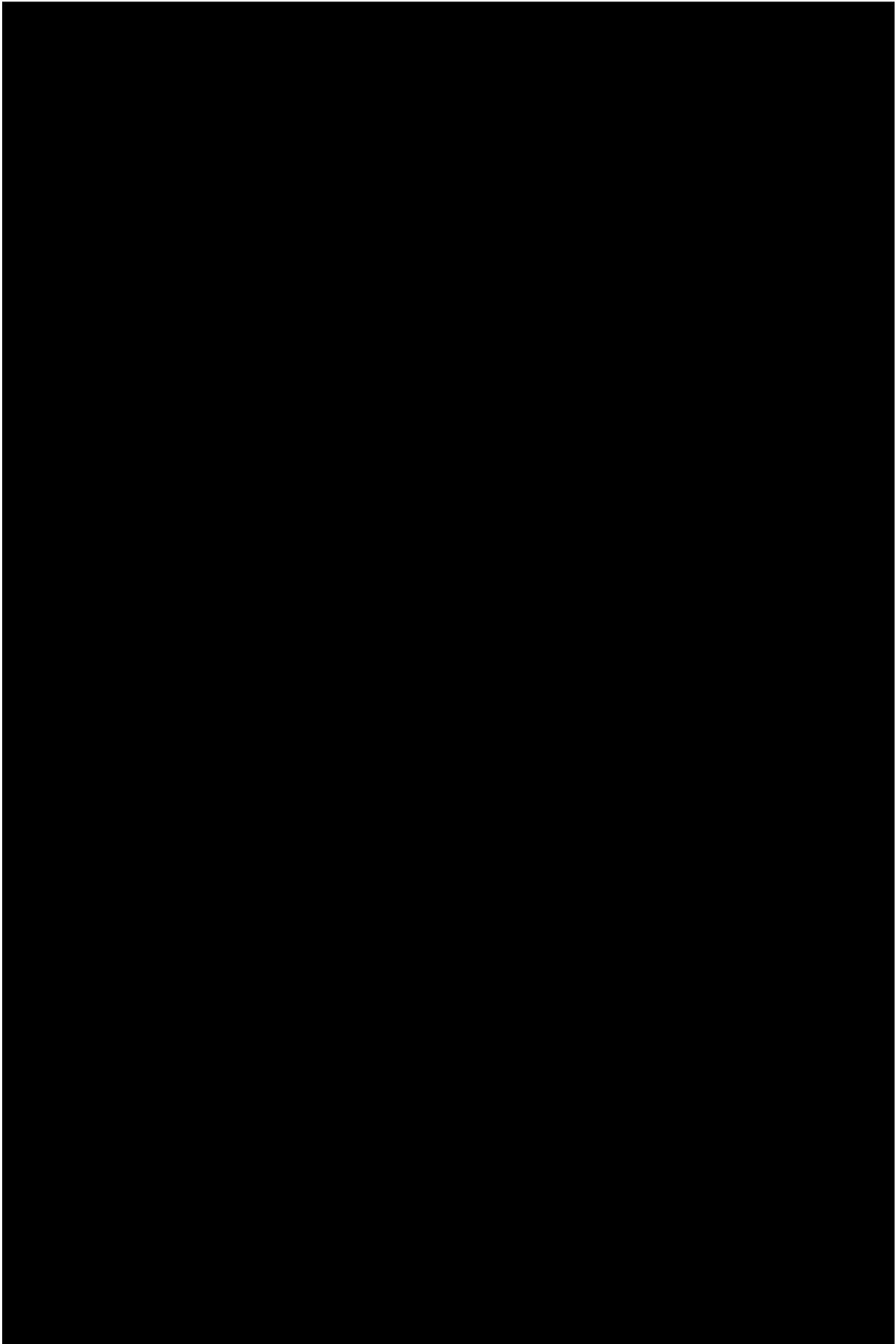


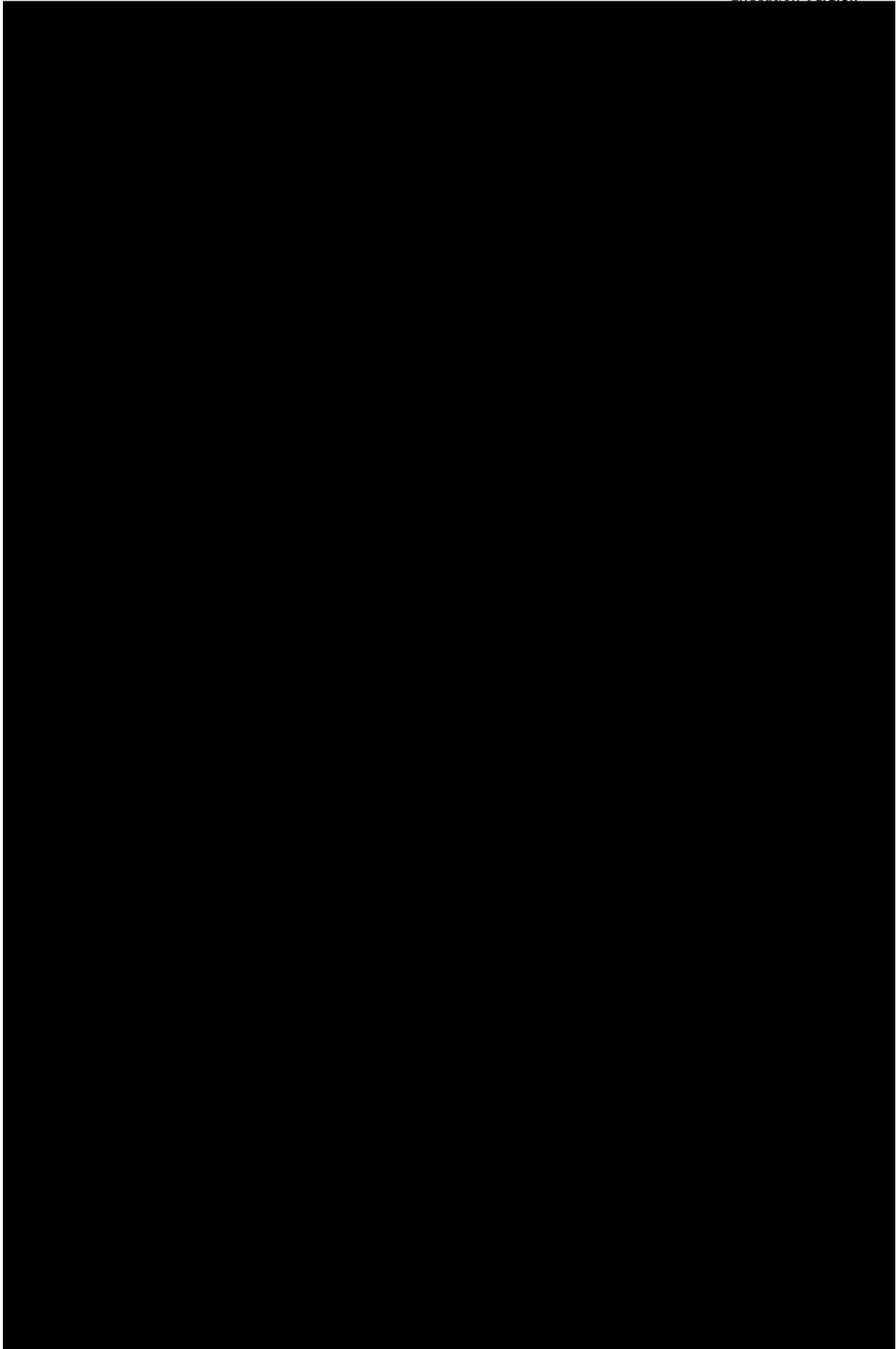


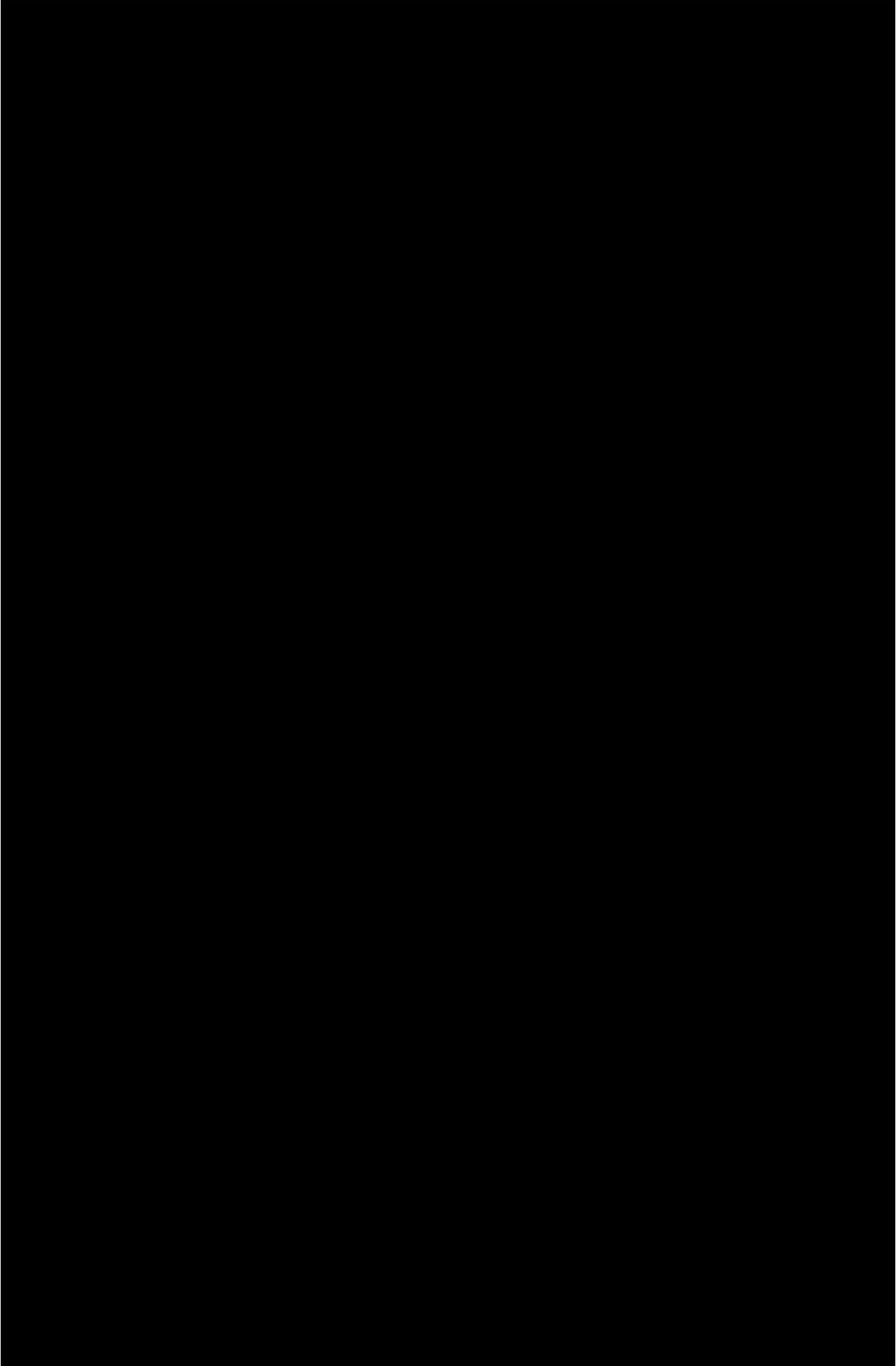






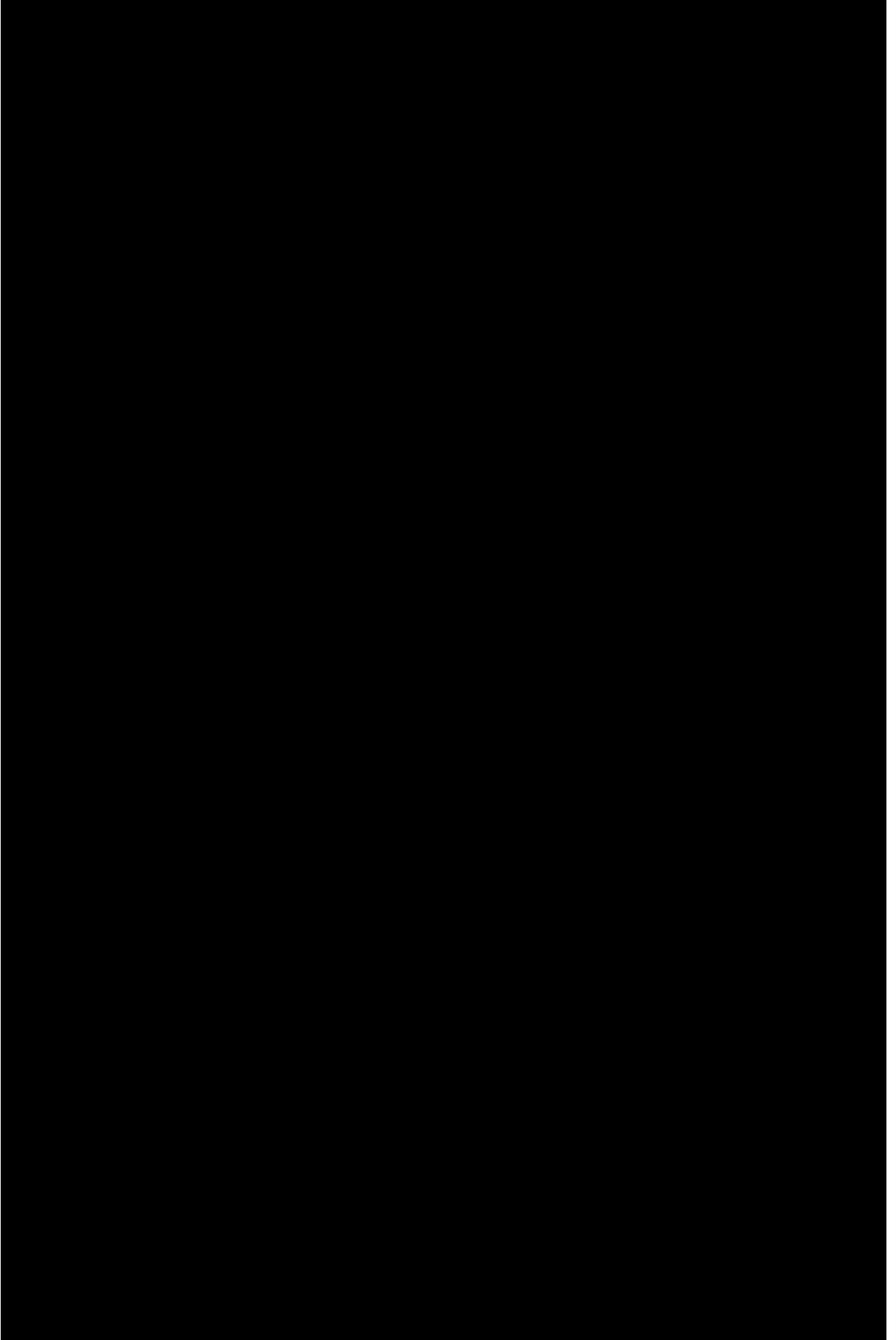


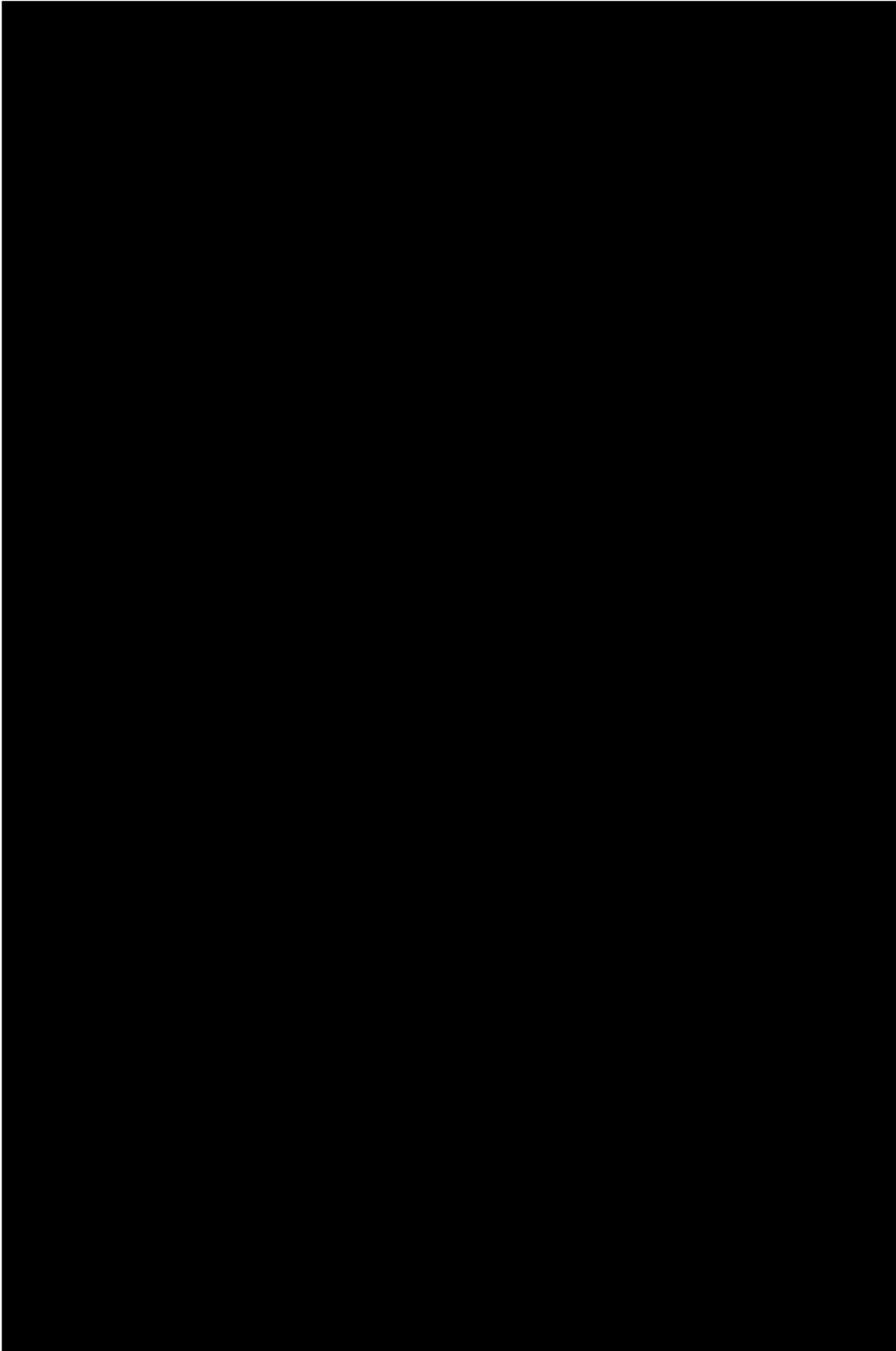




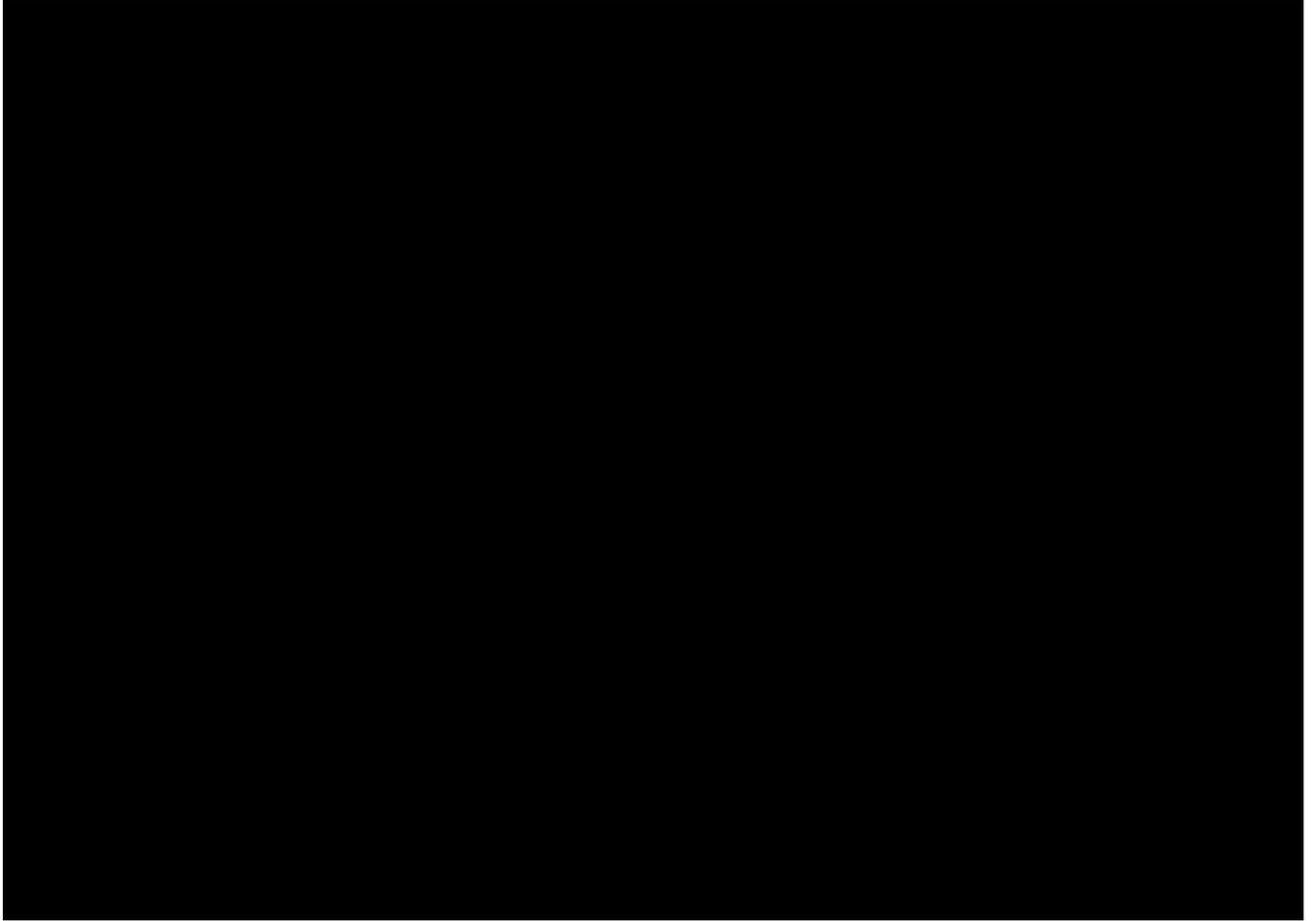


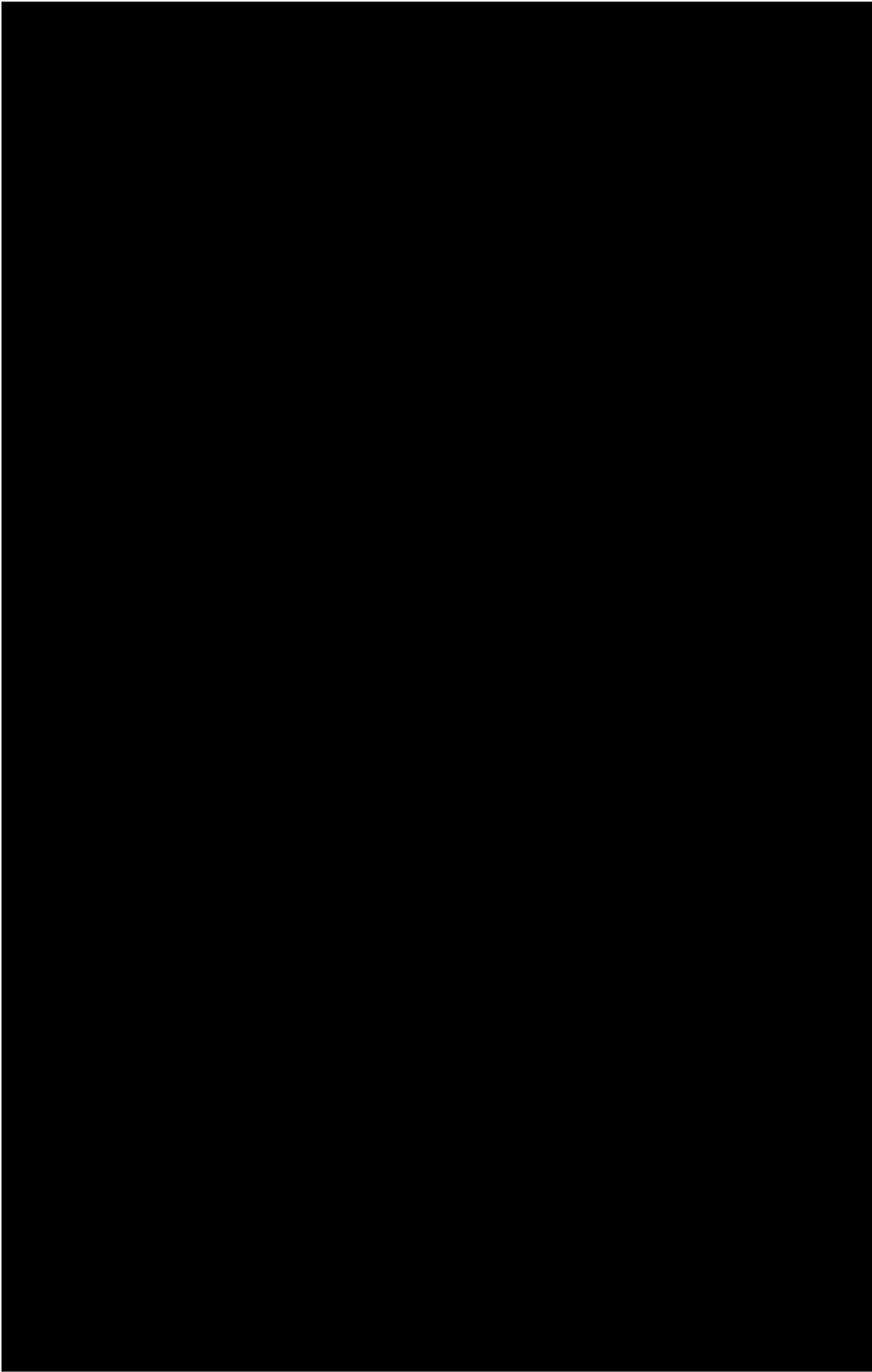


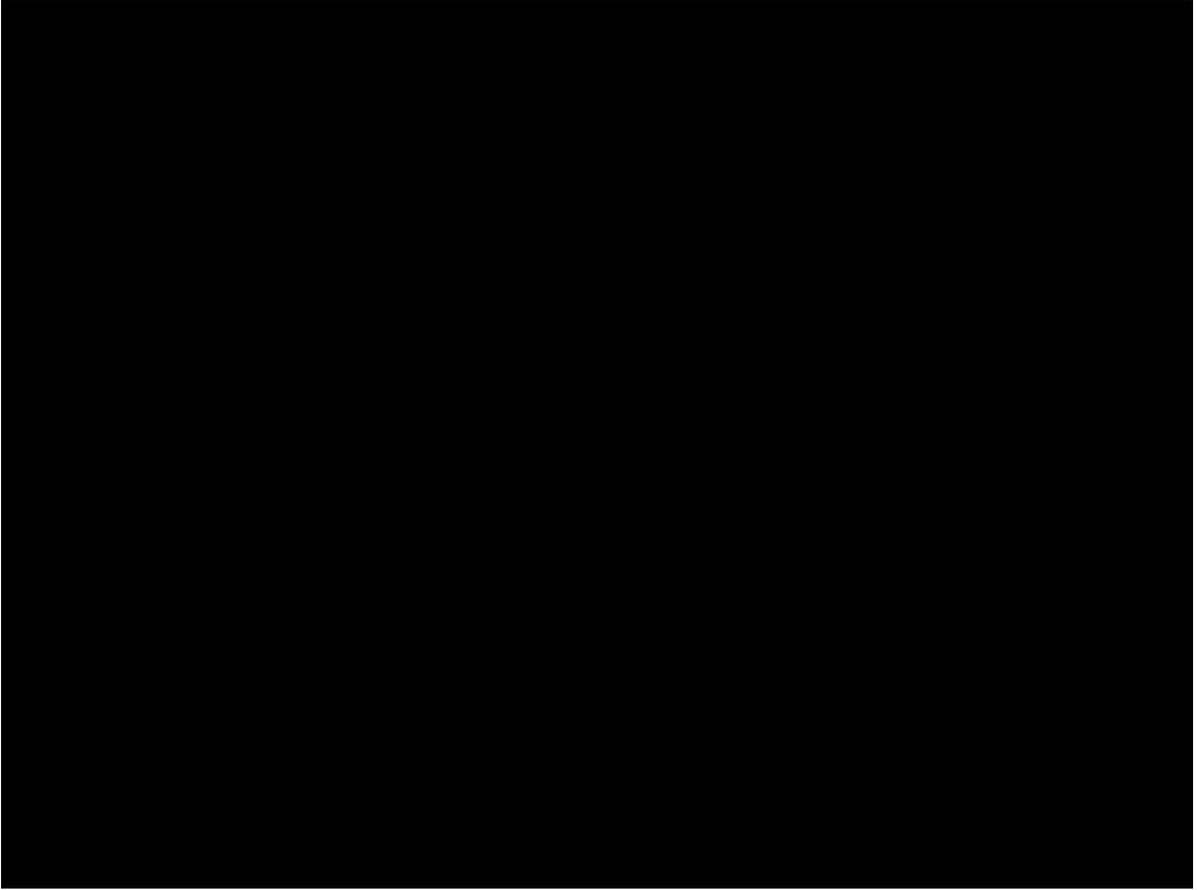




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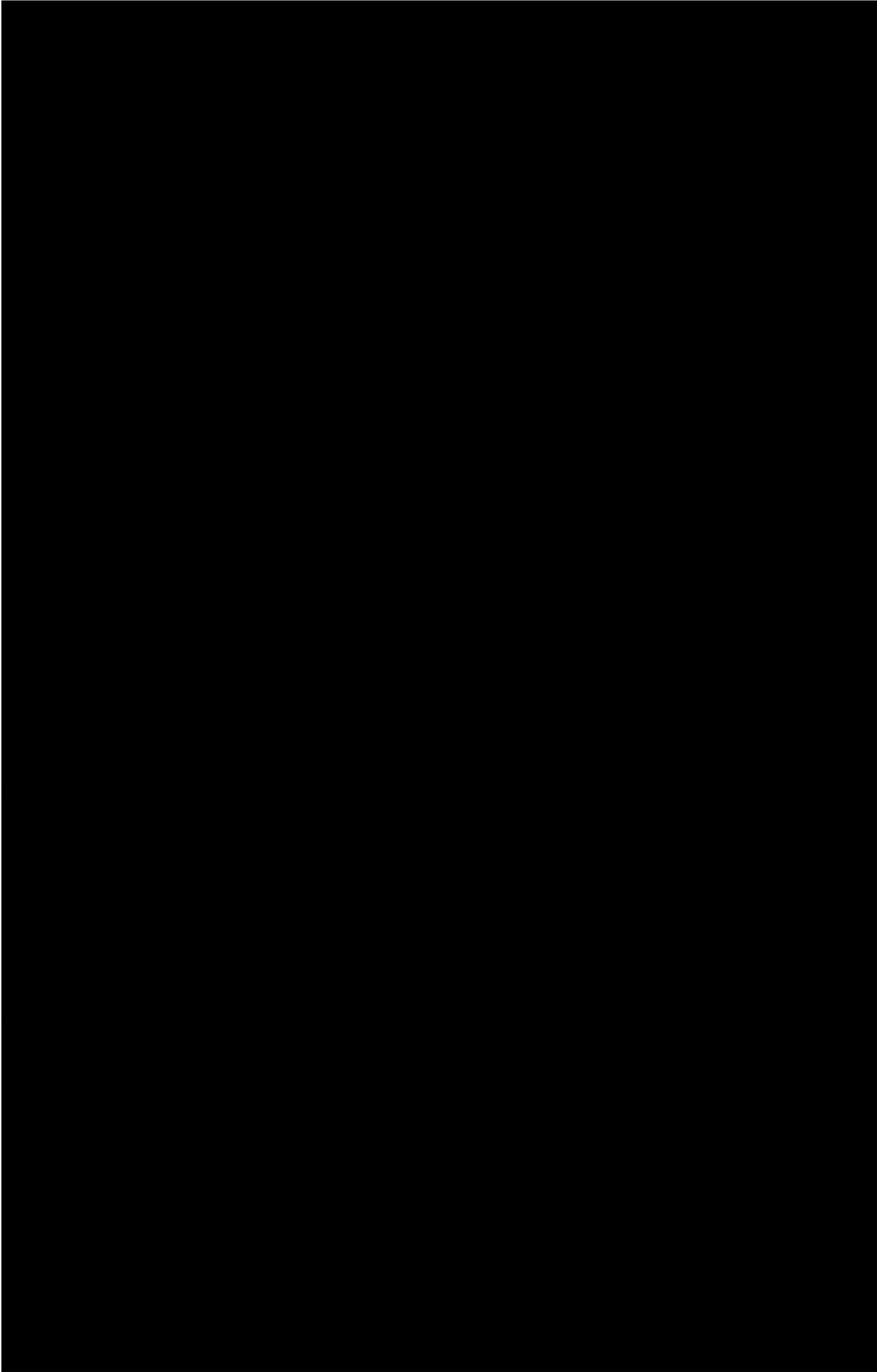


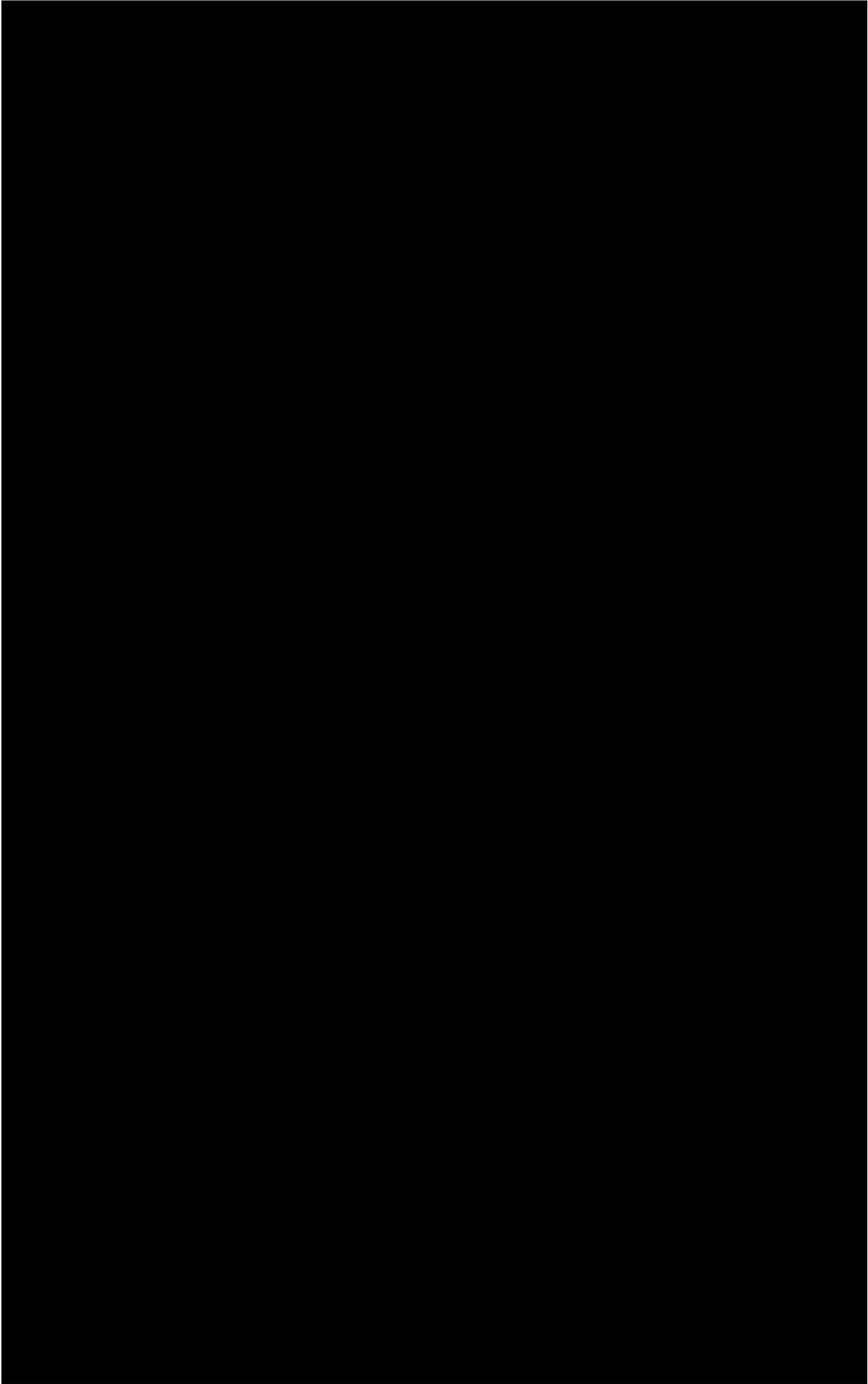


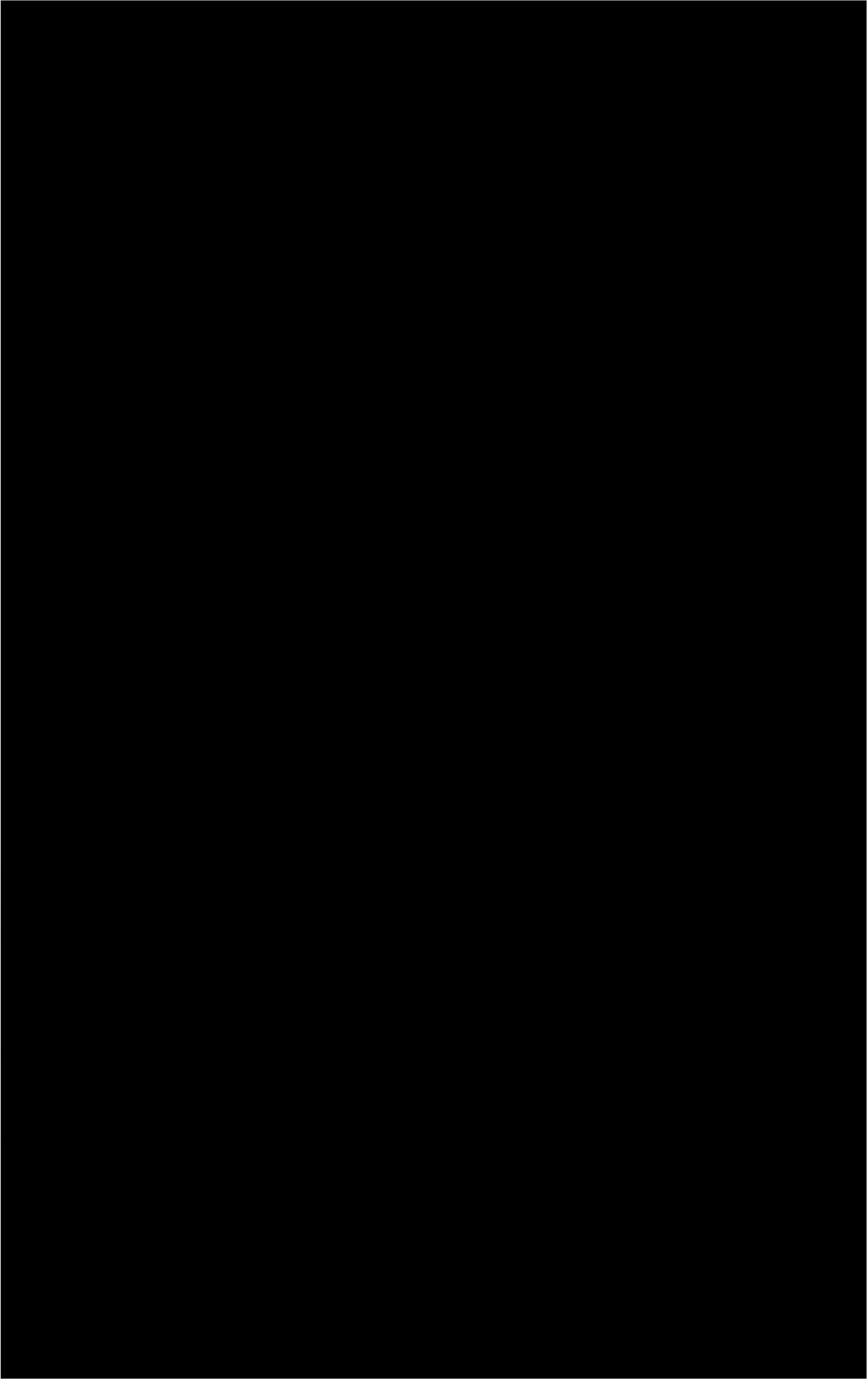


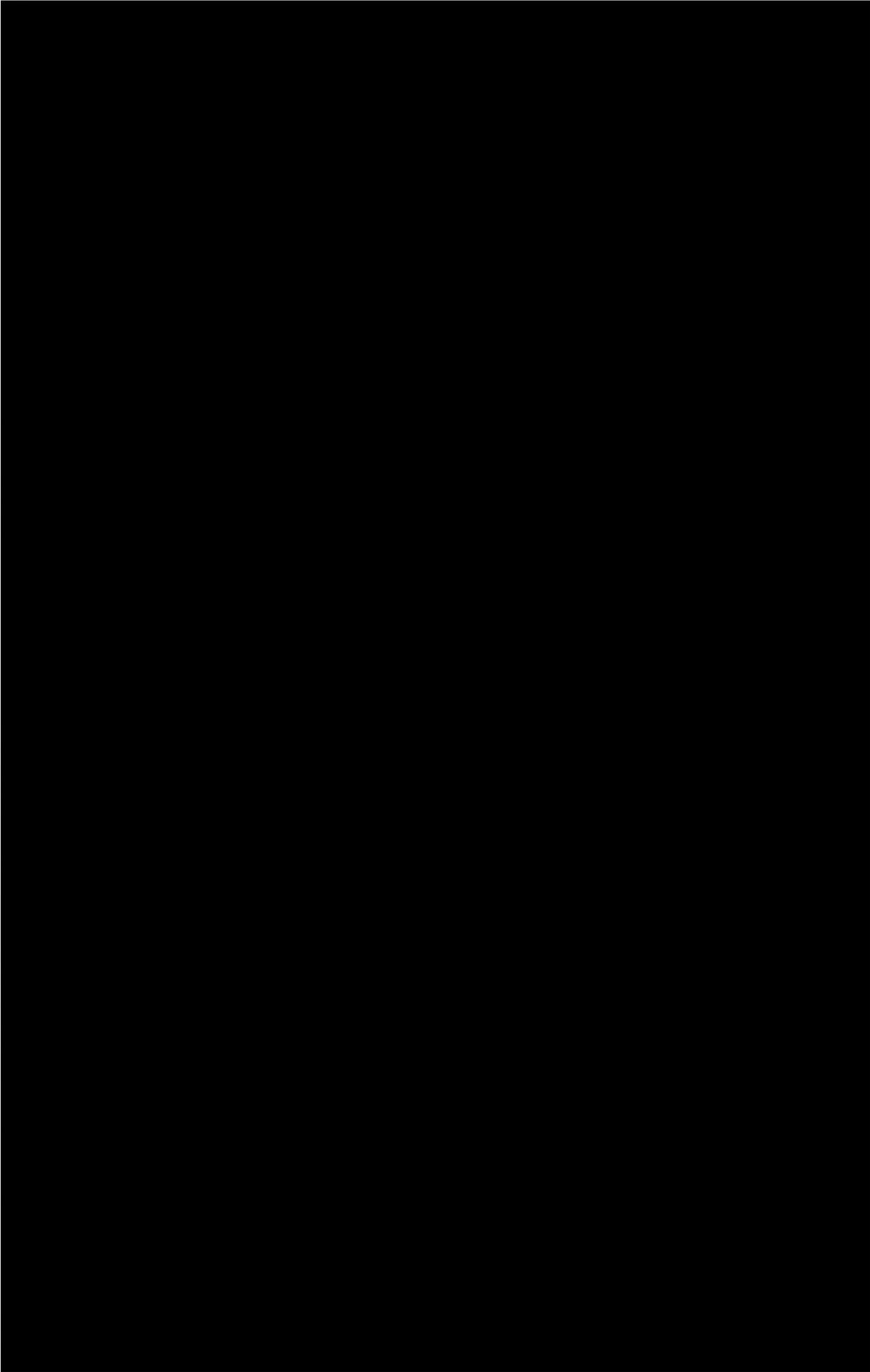
**SCHEDULE A24. – INFORMATION DOCUMENTS**

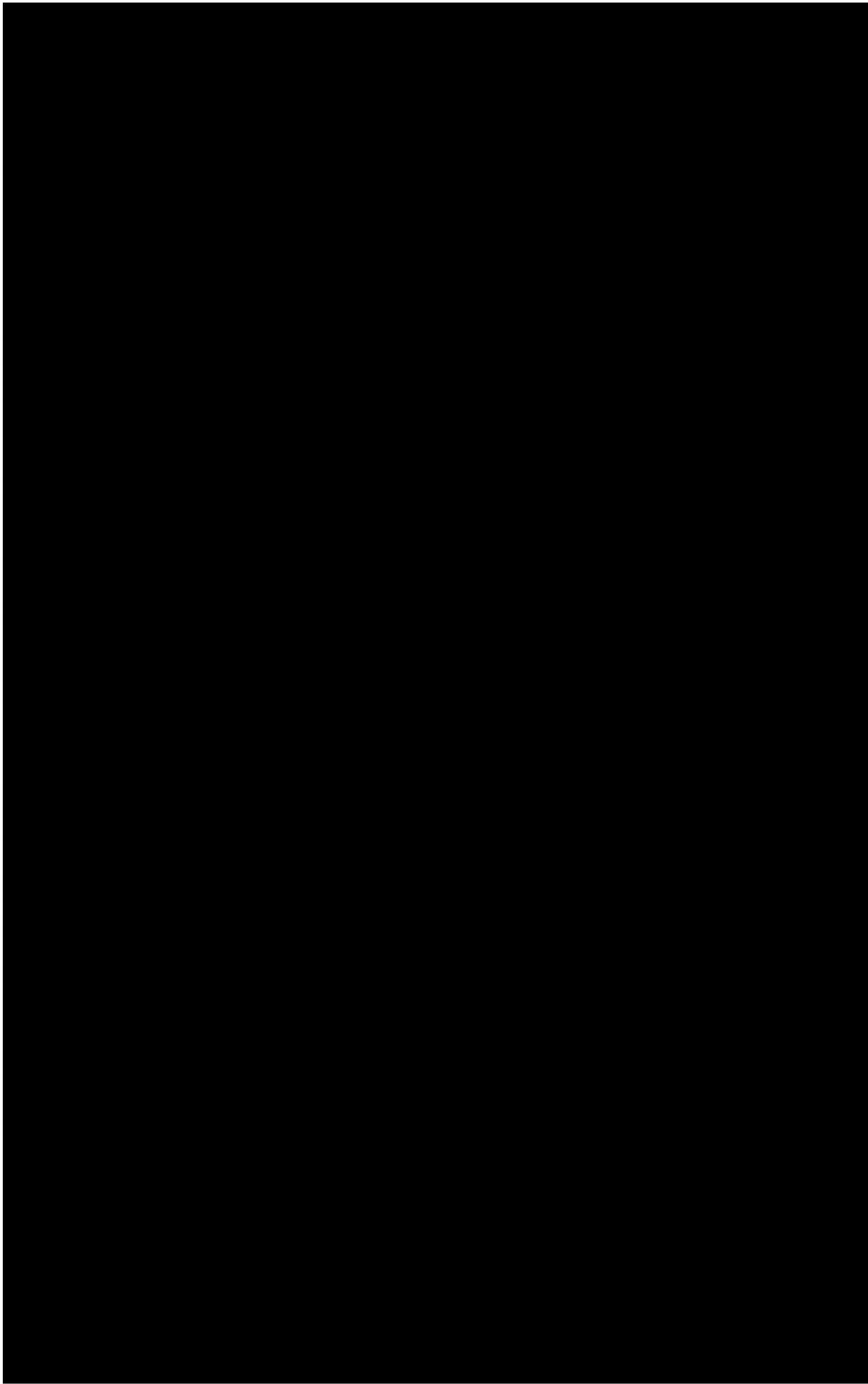


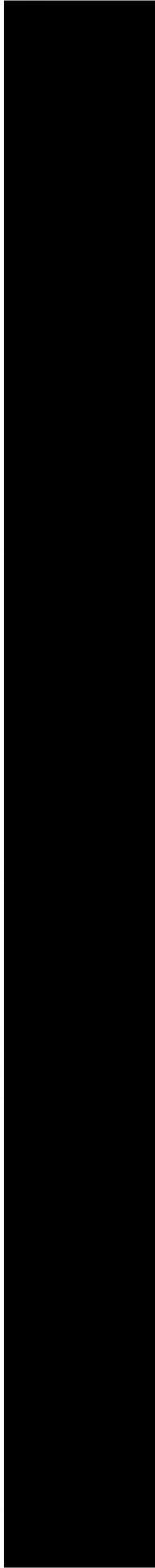










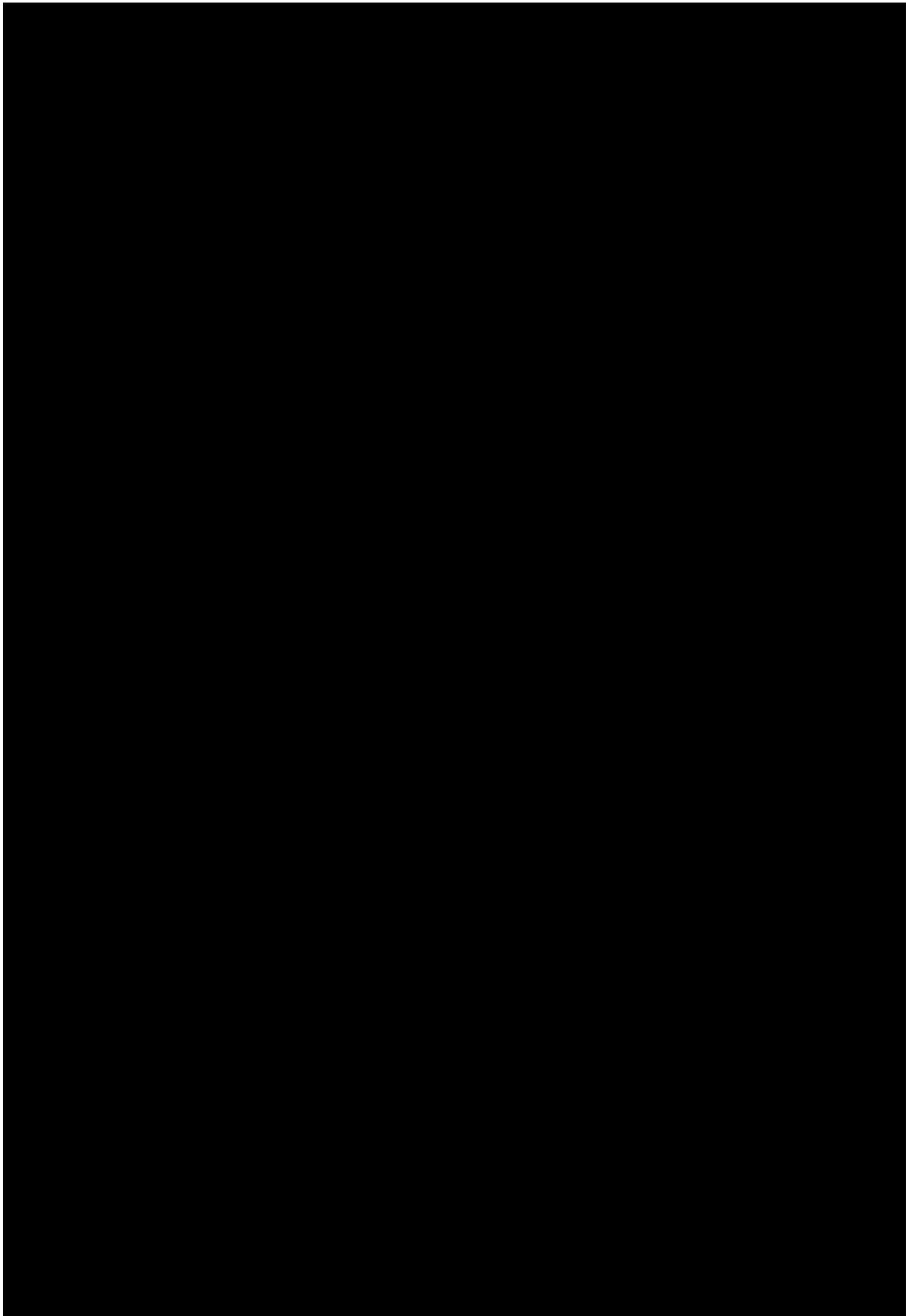


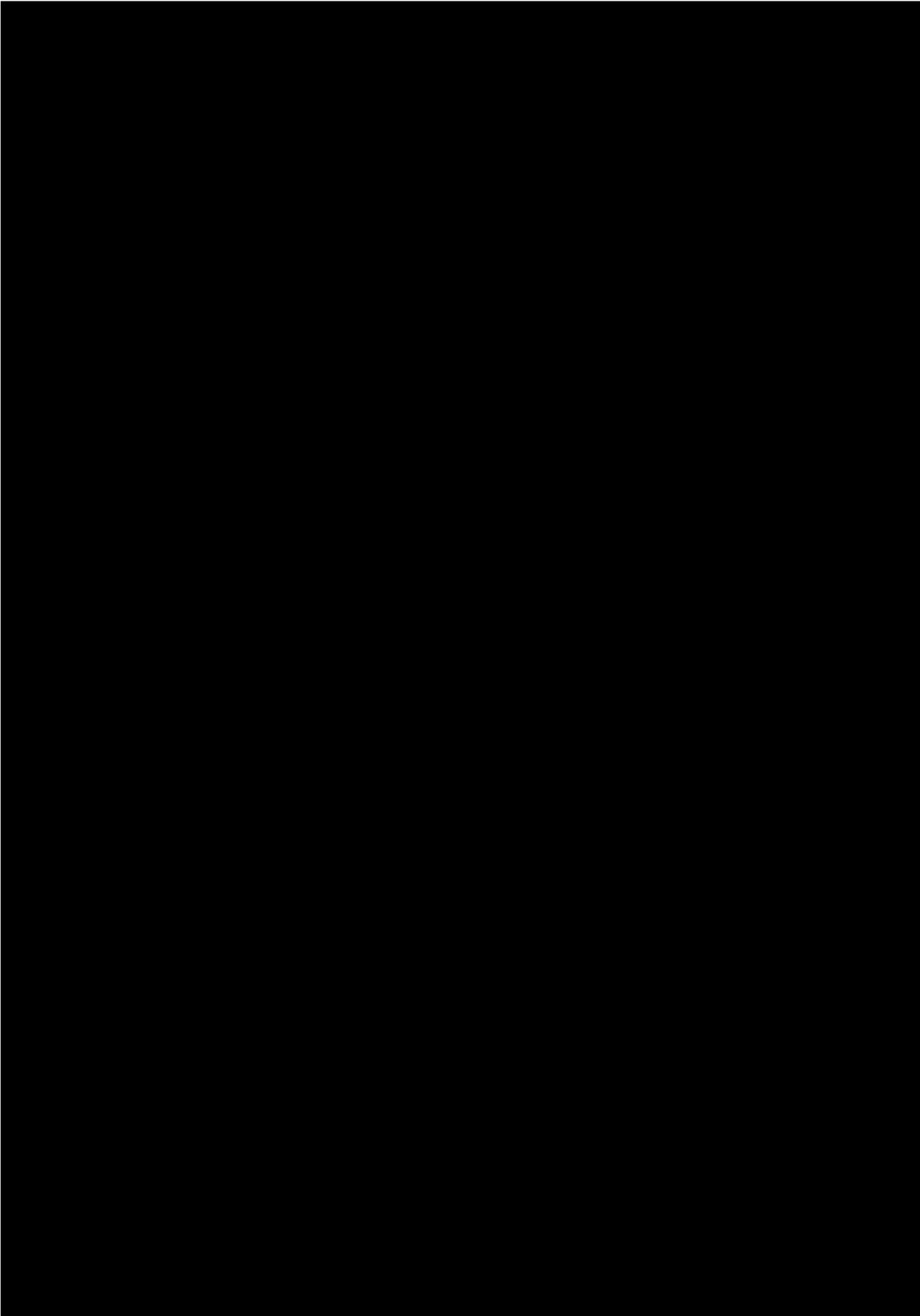
SCHEDULE A25

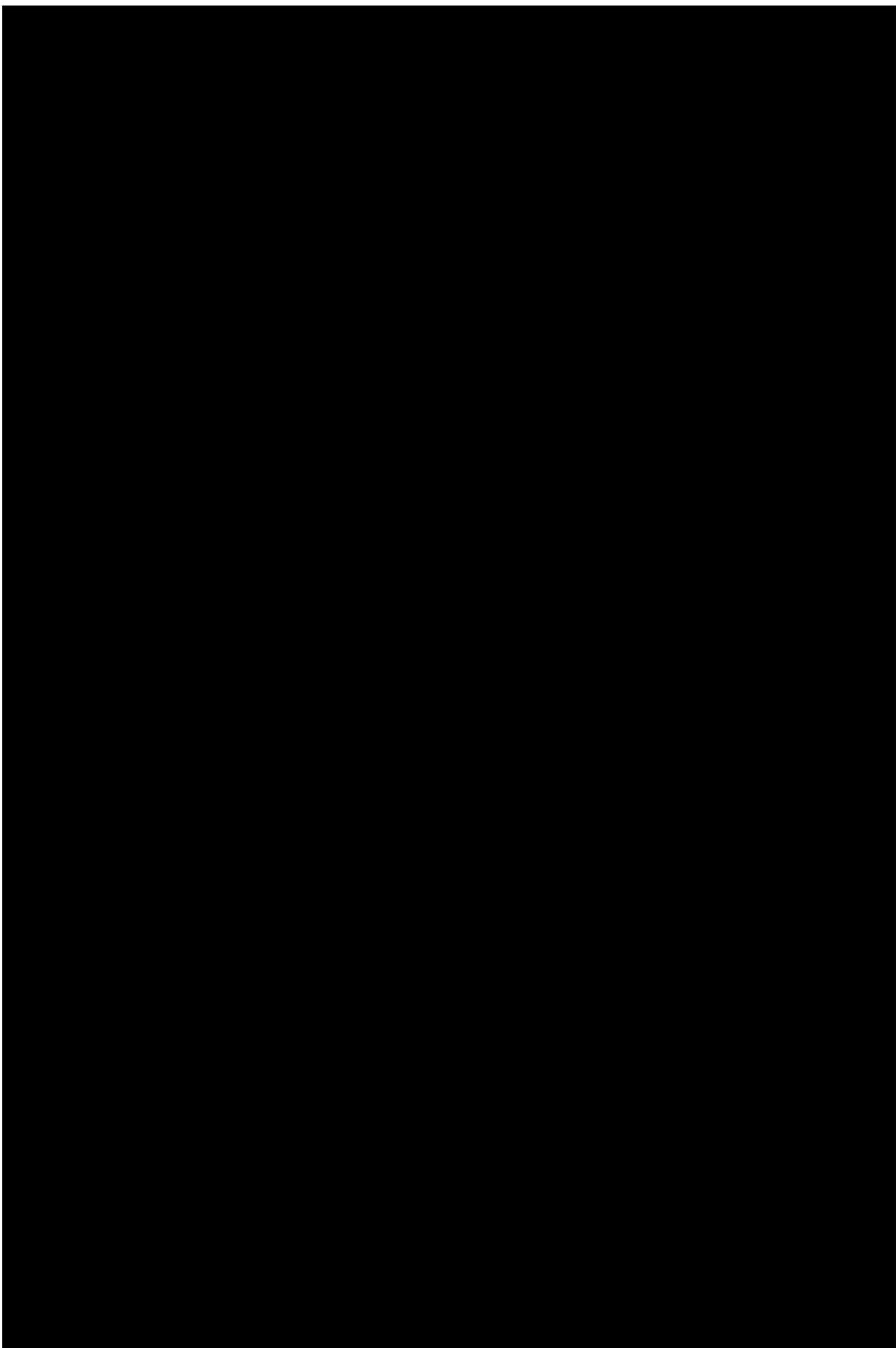
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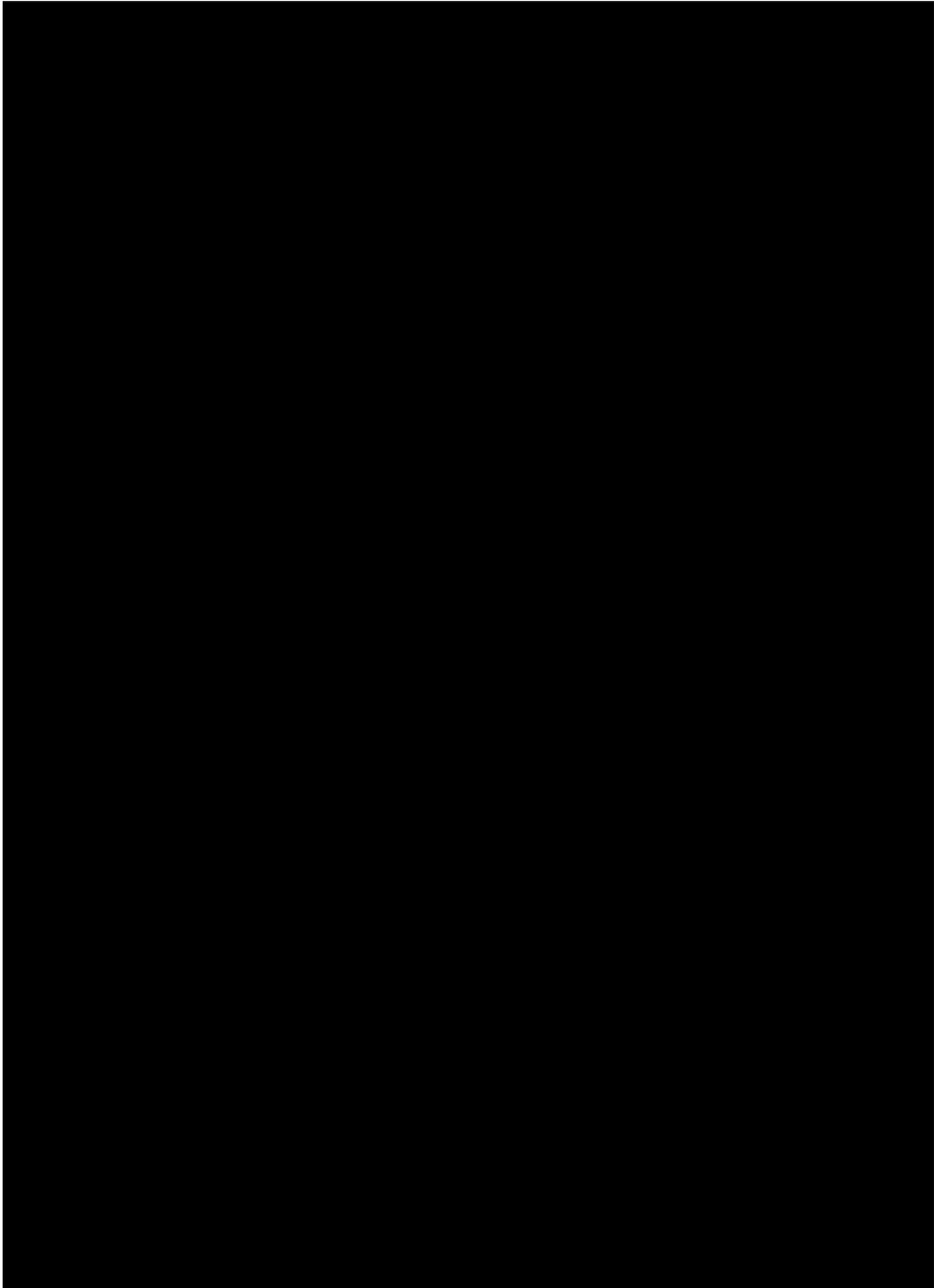
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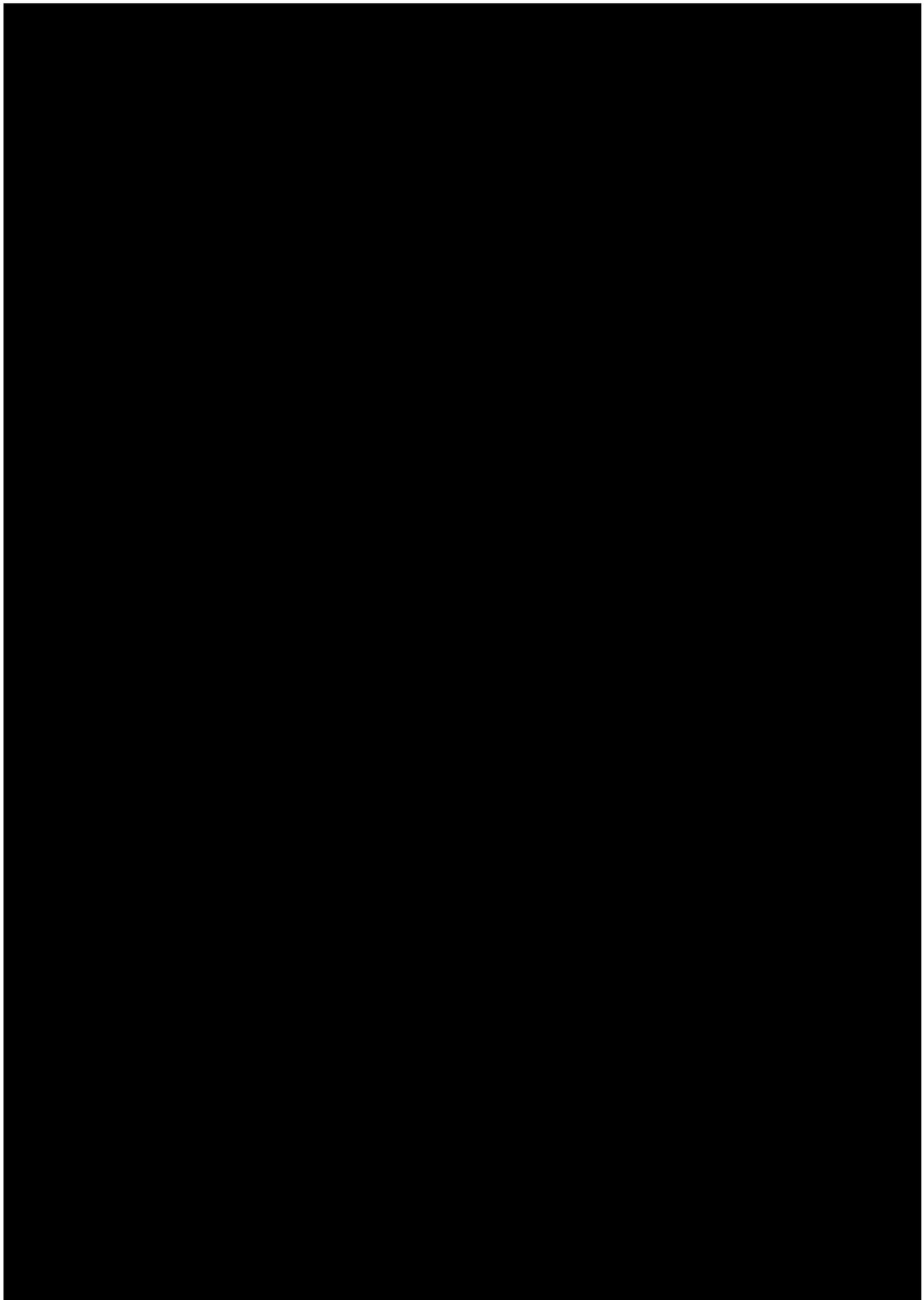
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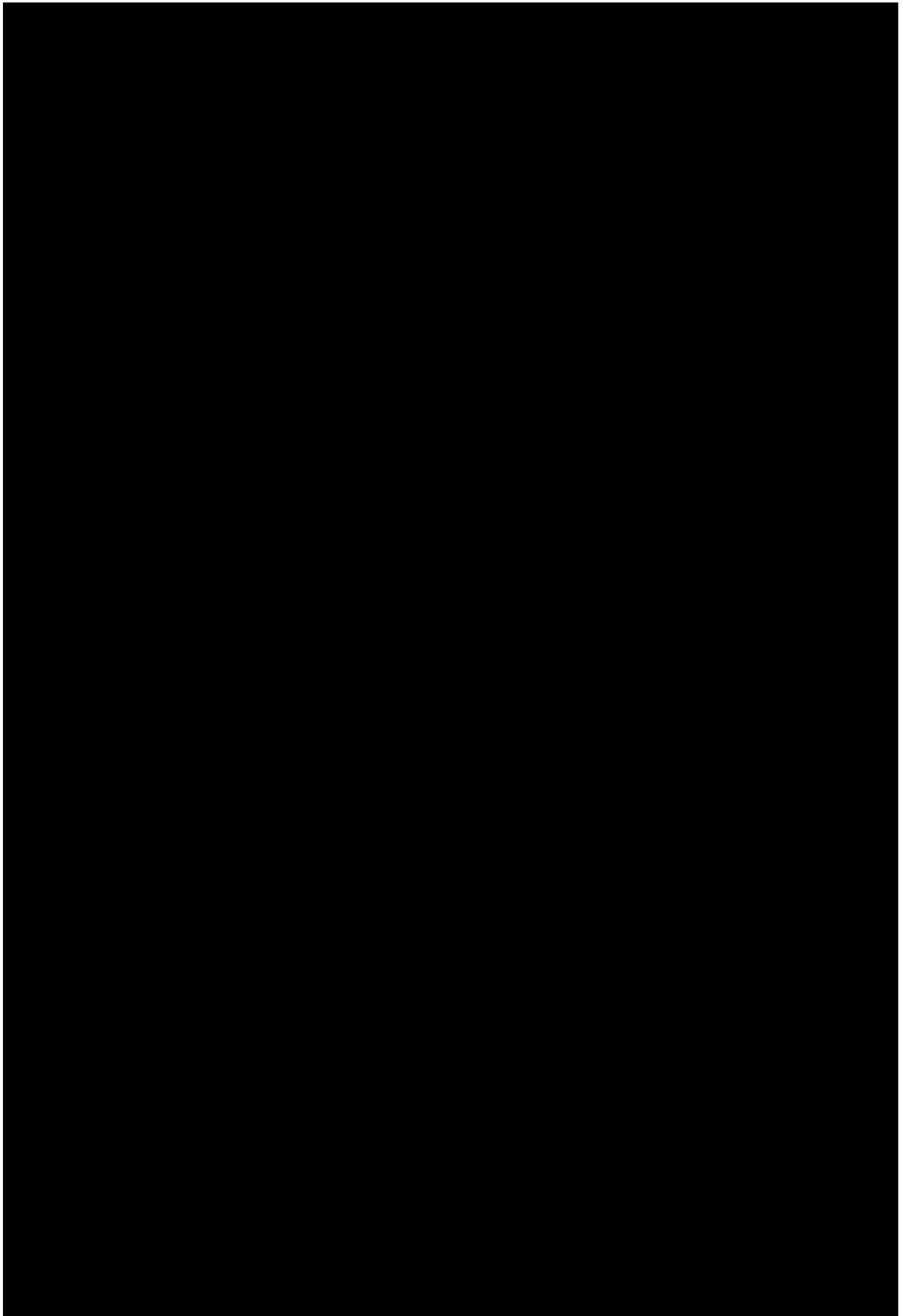


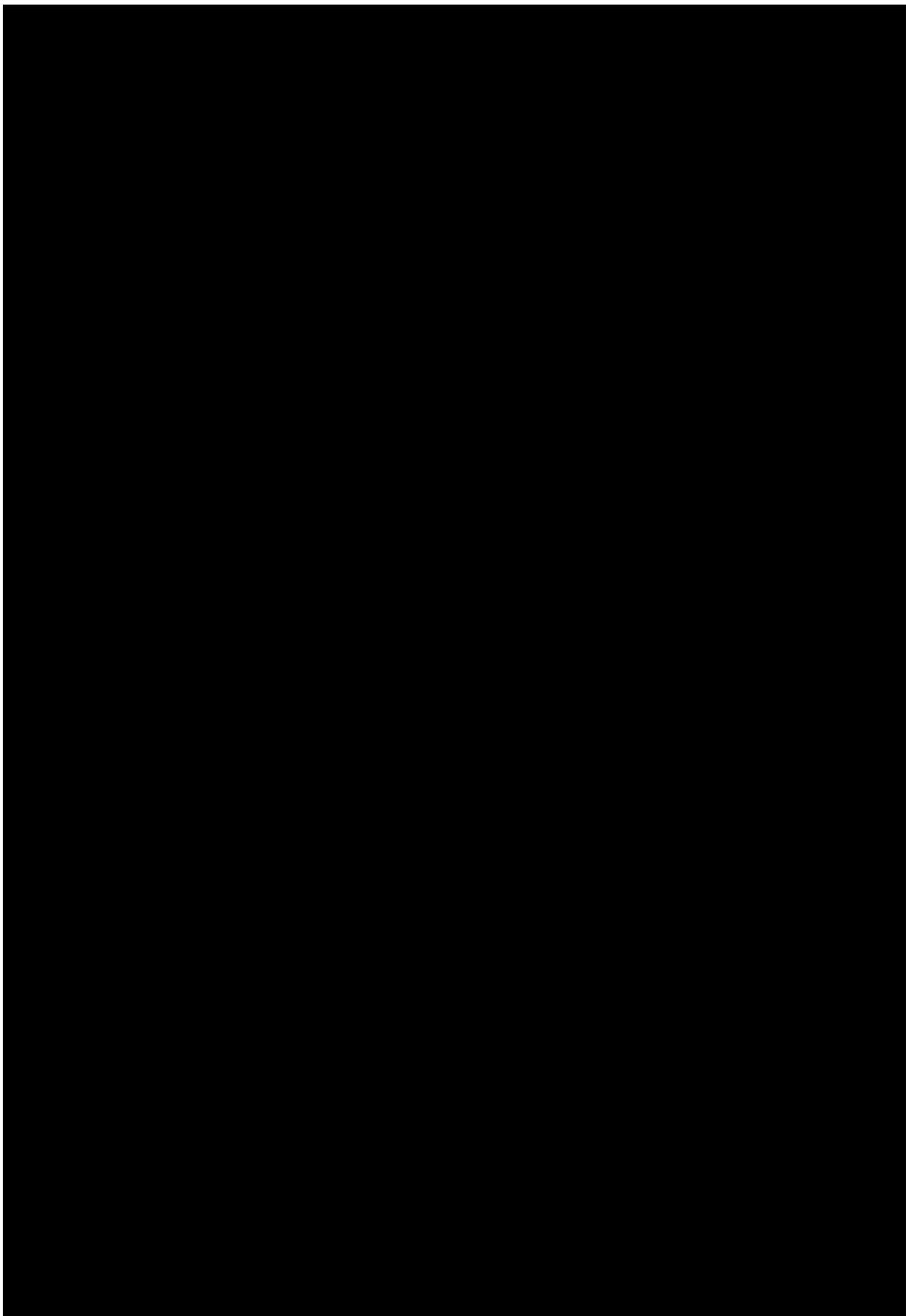


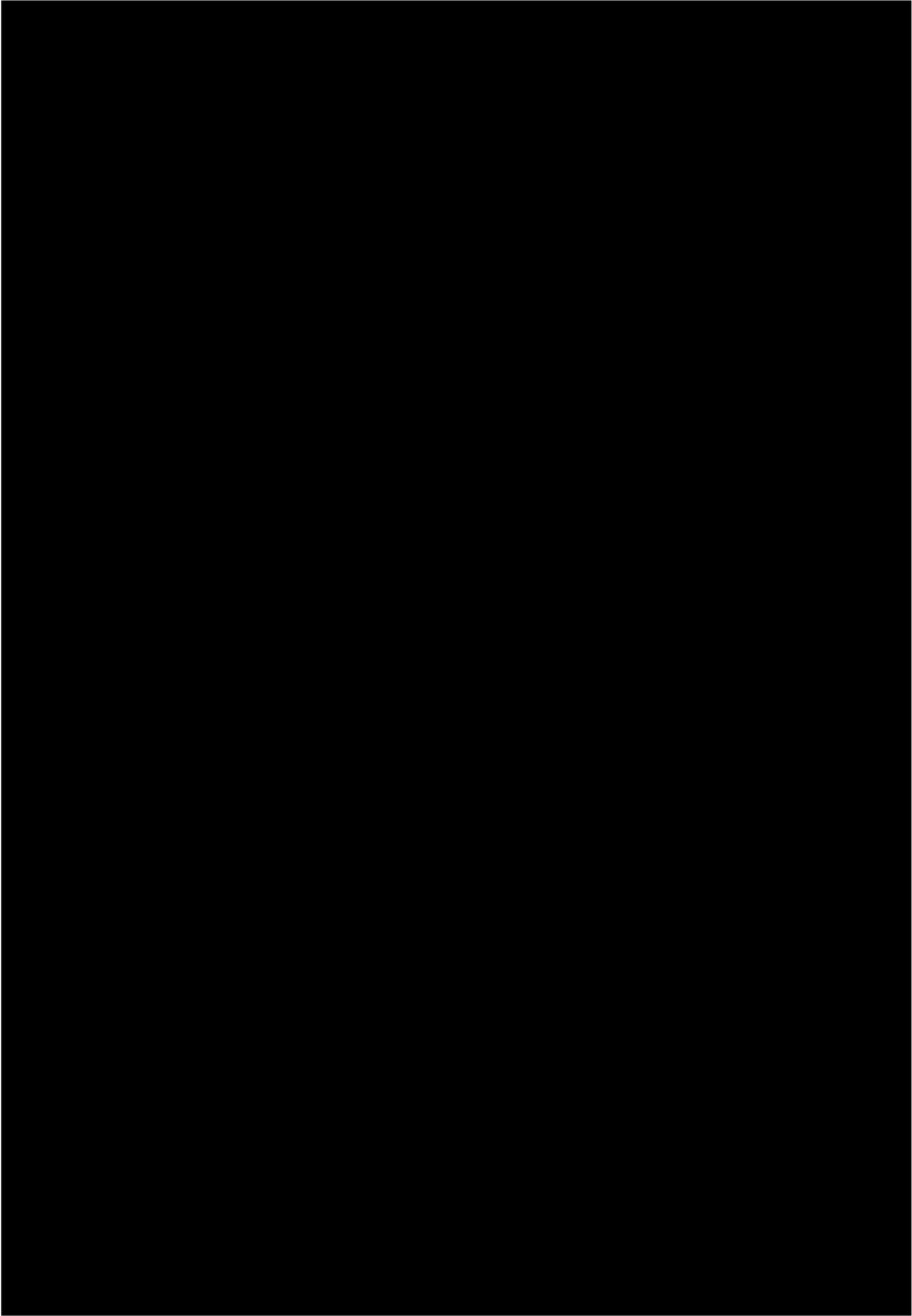






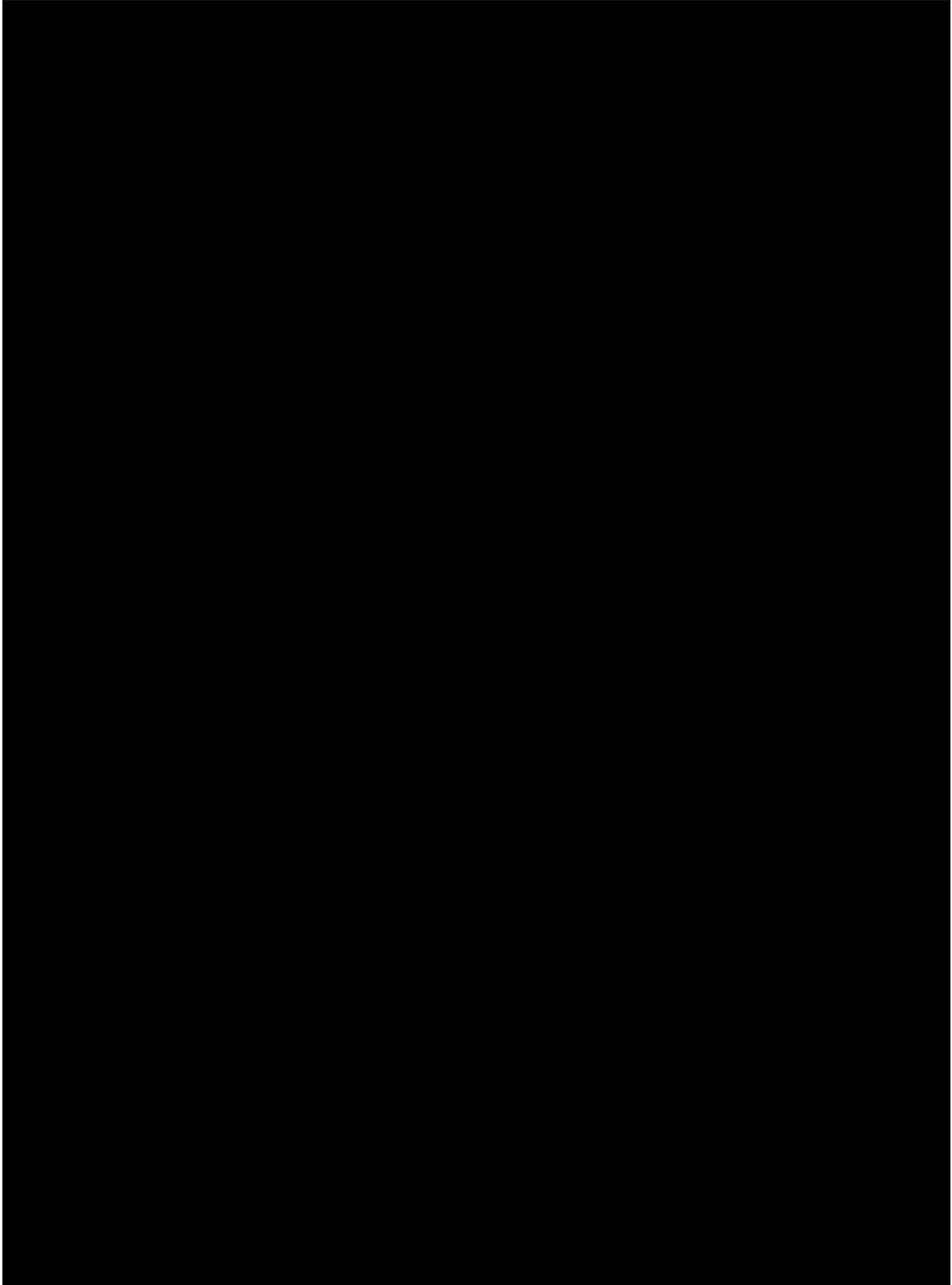


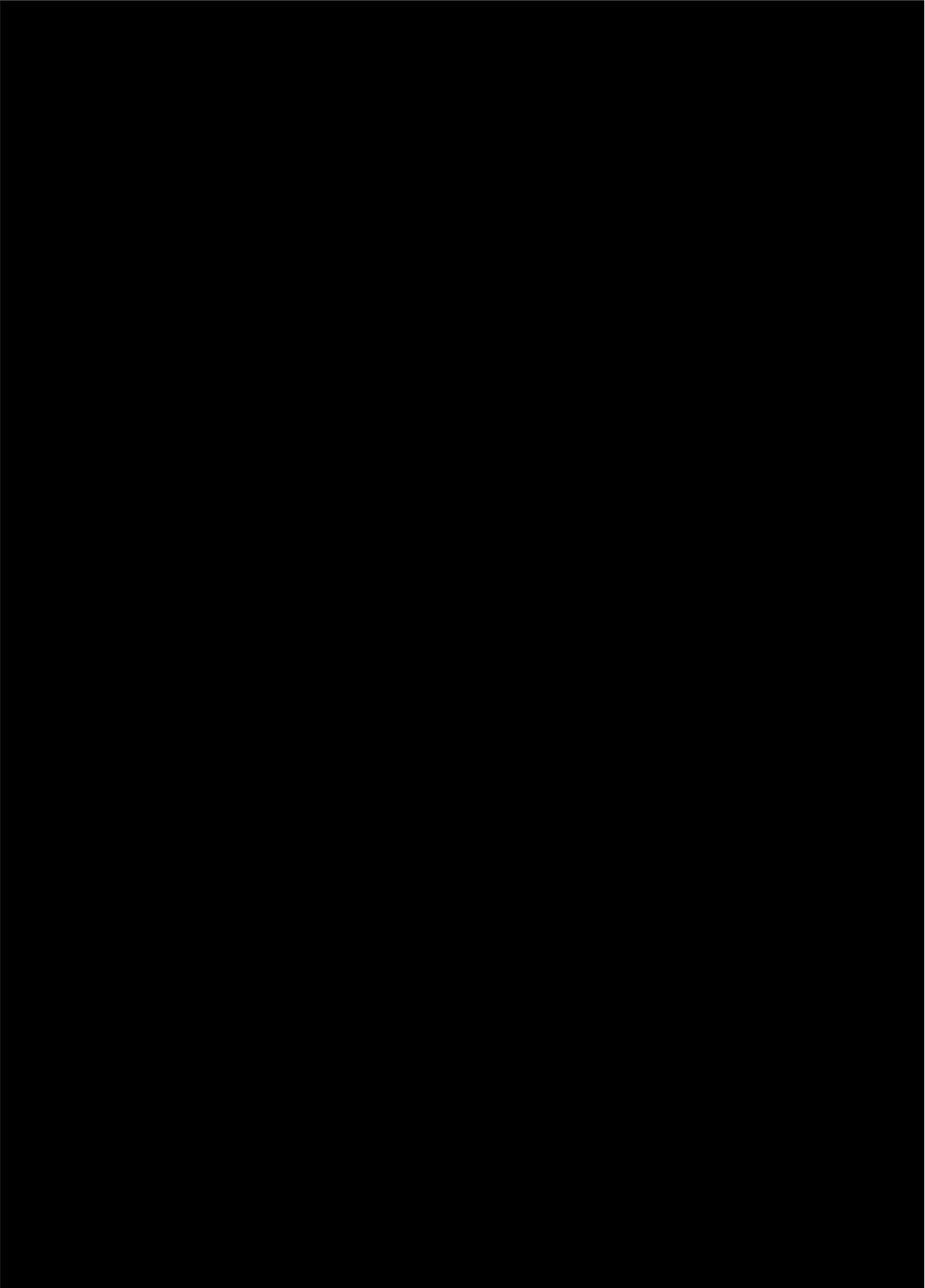


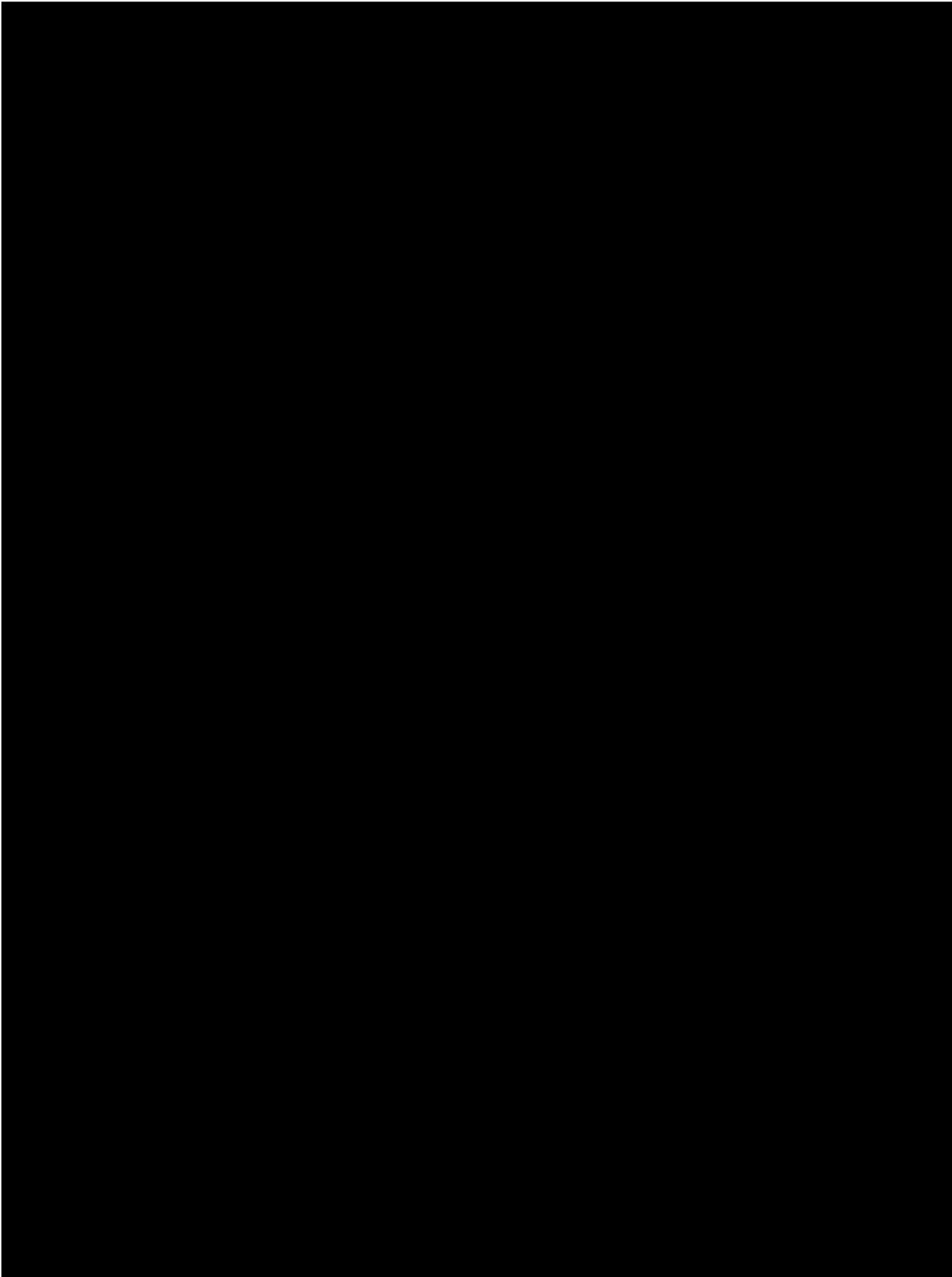


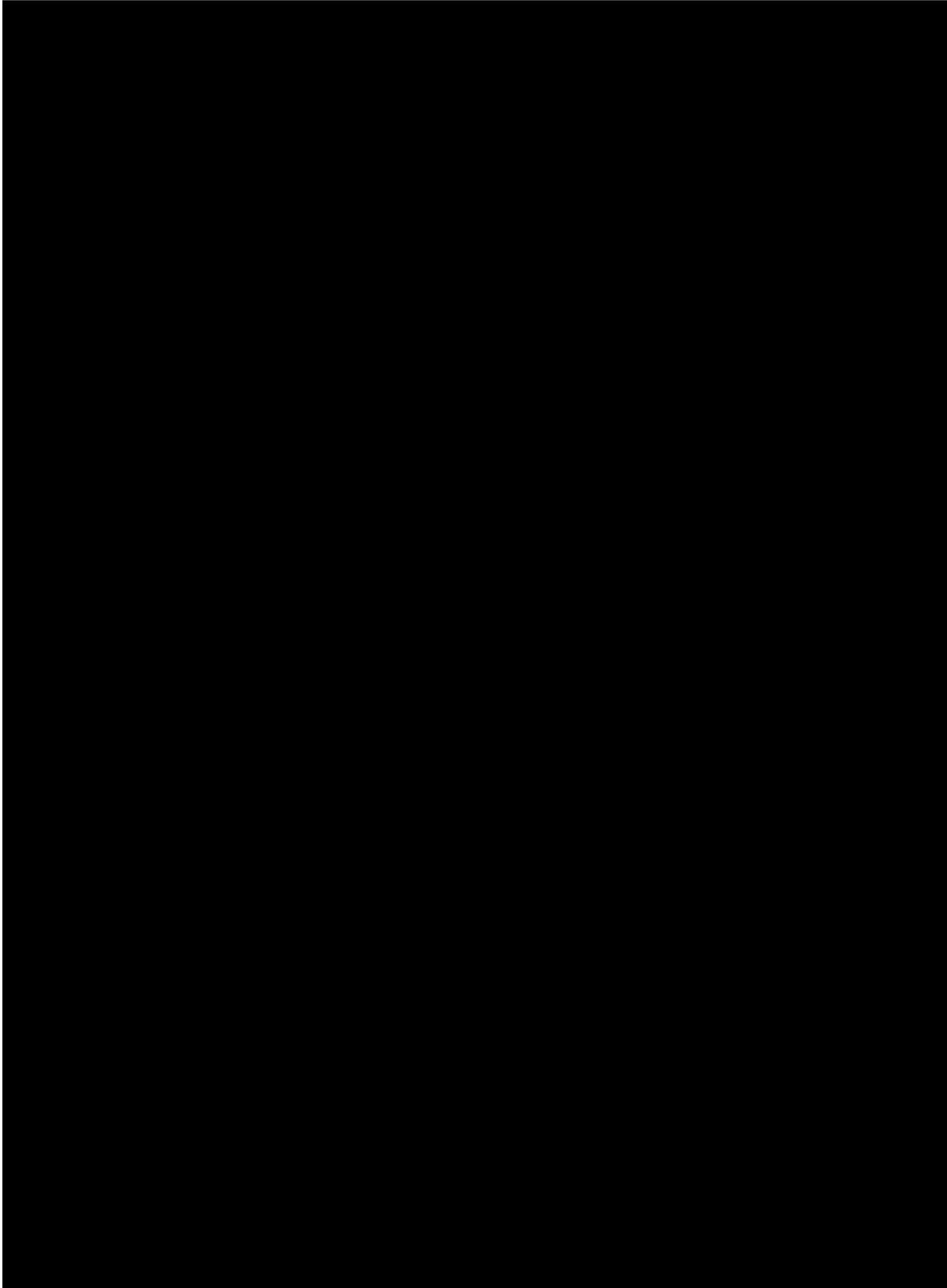


**SCHEDULE A26. – CERTIFICATION DEED POLL**



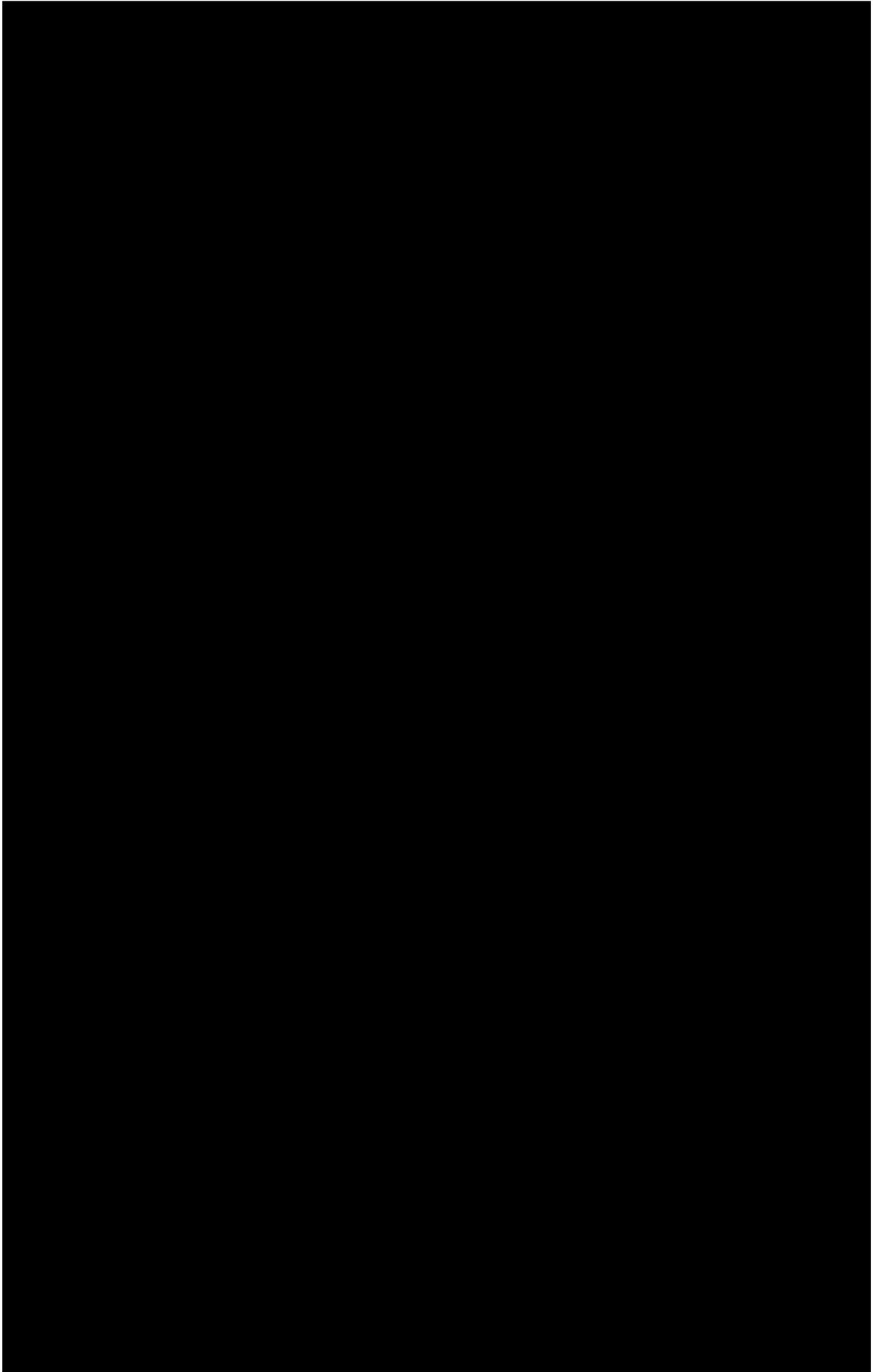


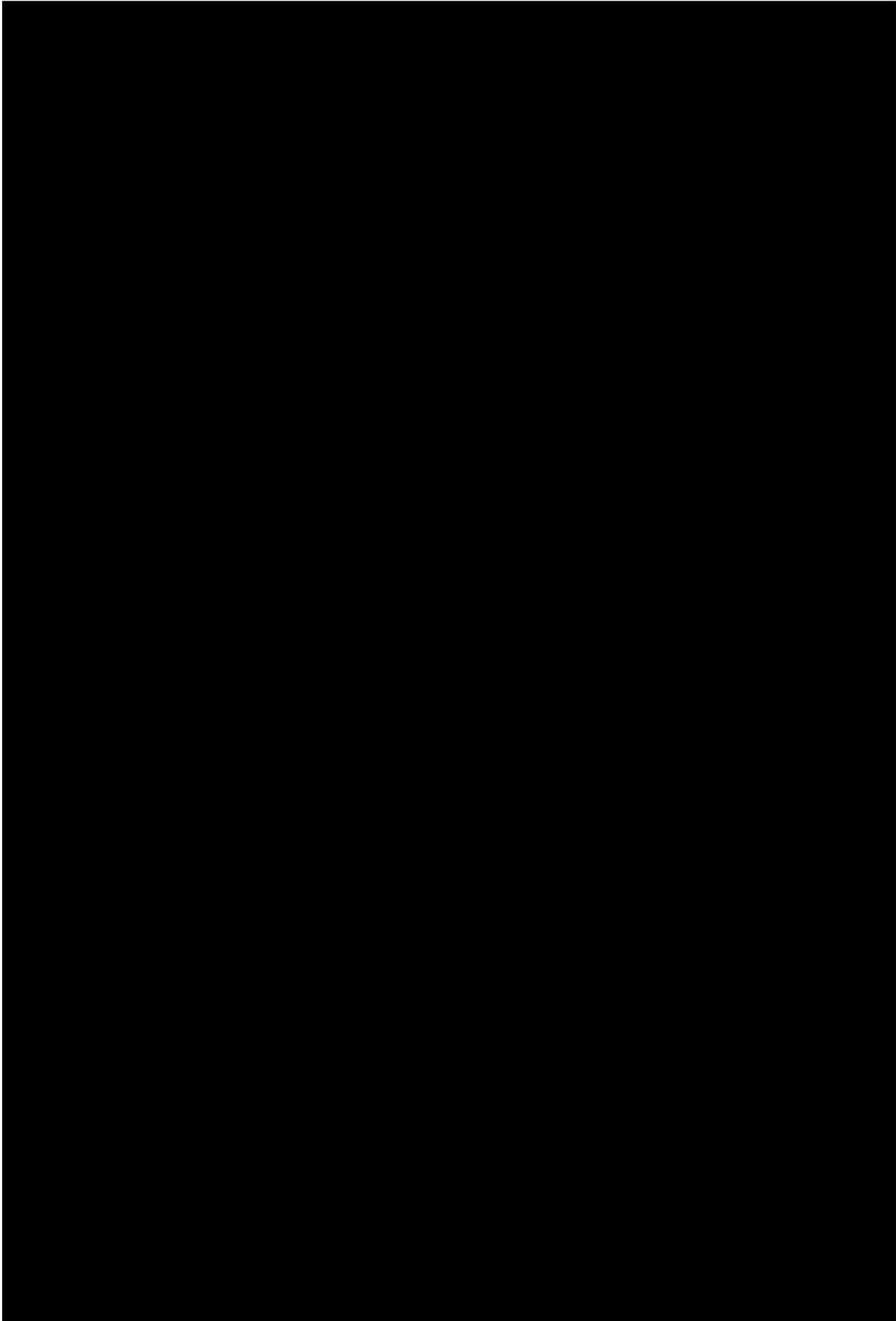








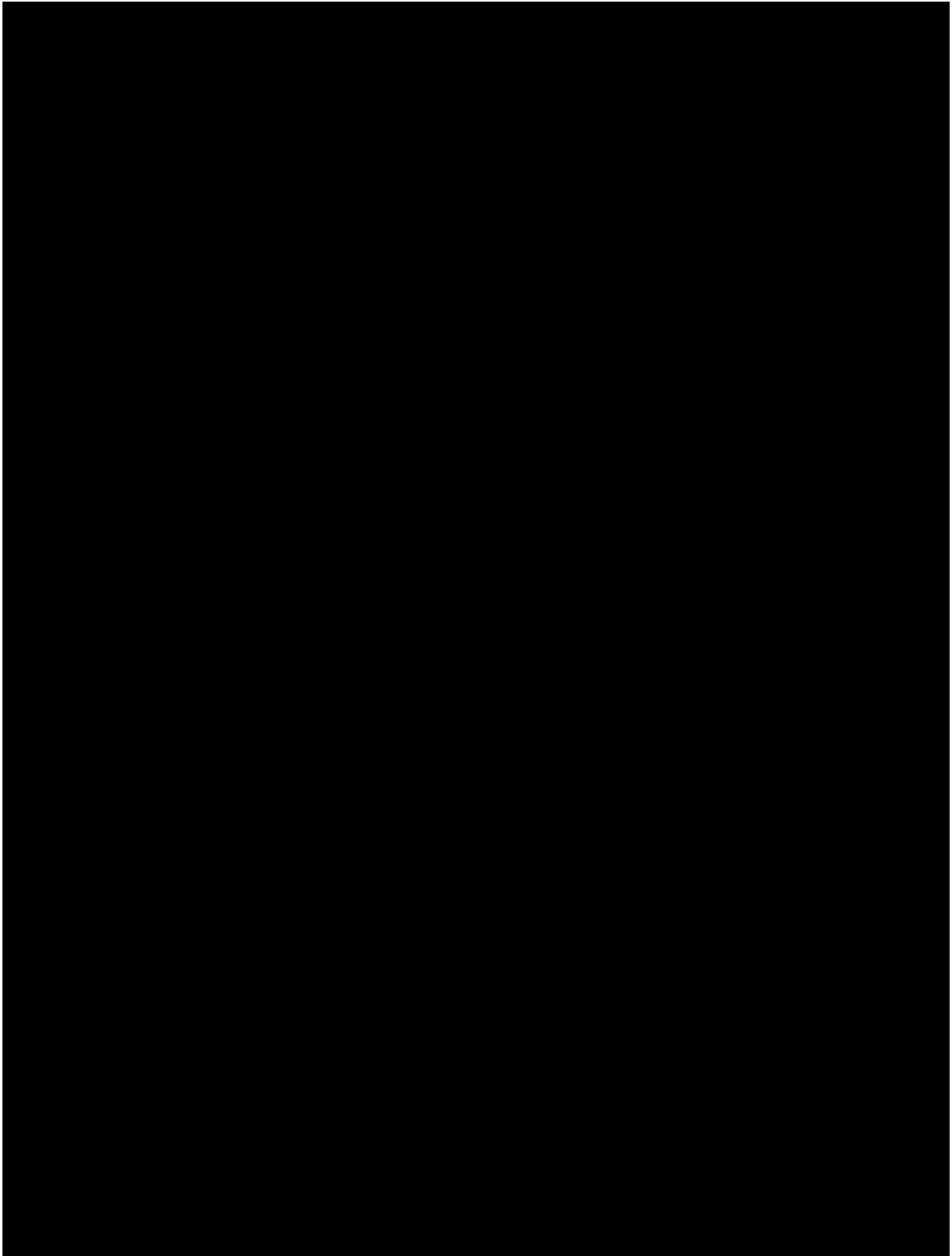


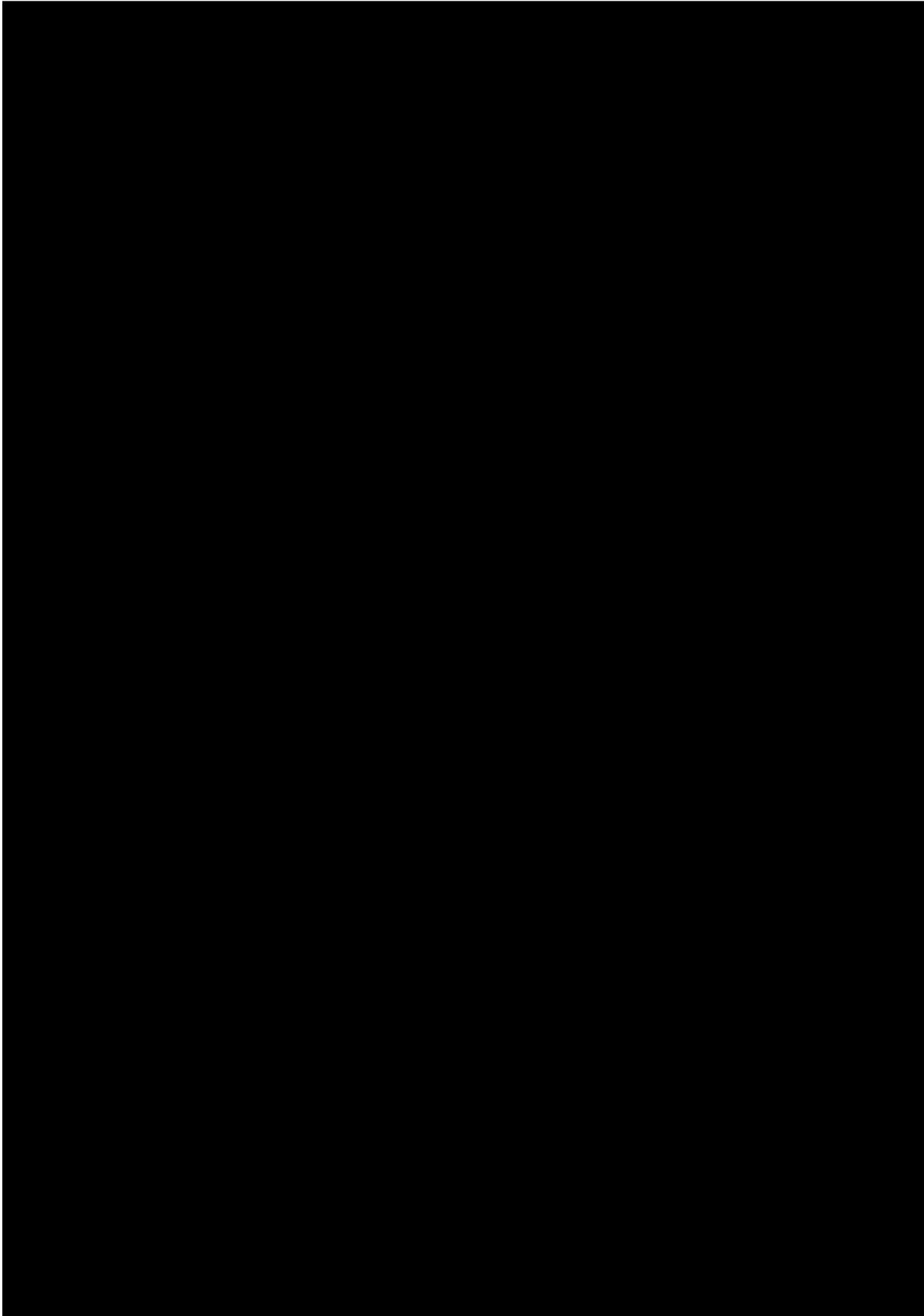


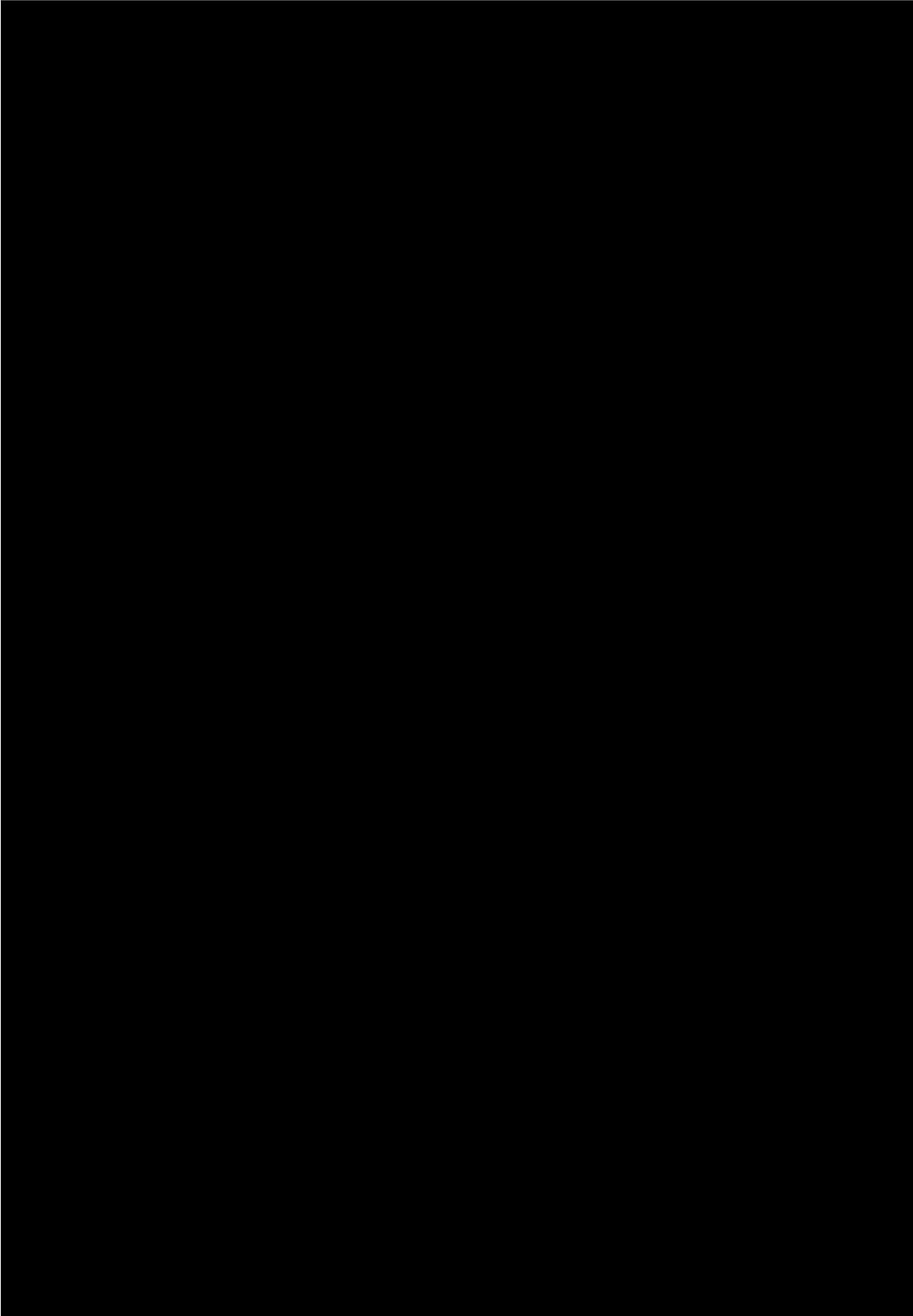


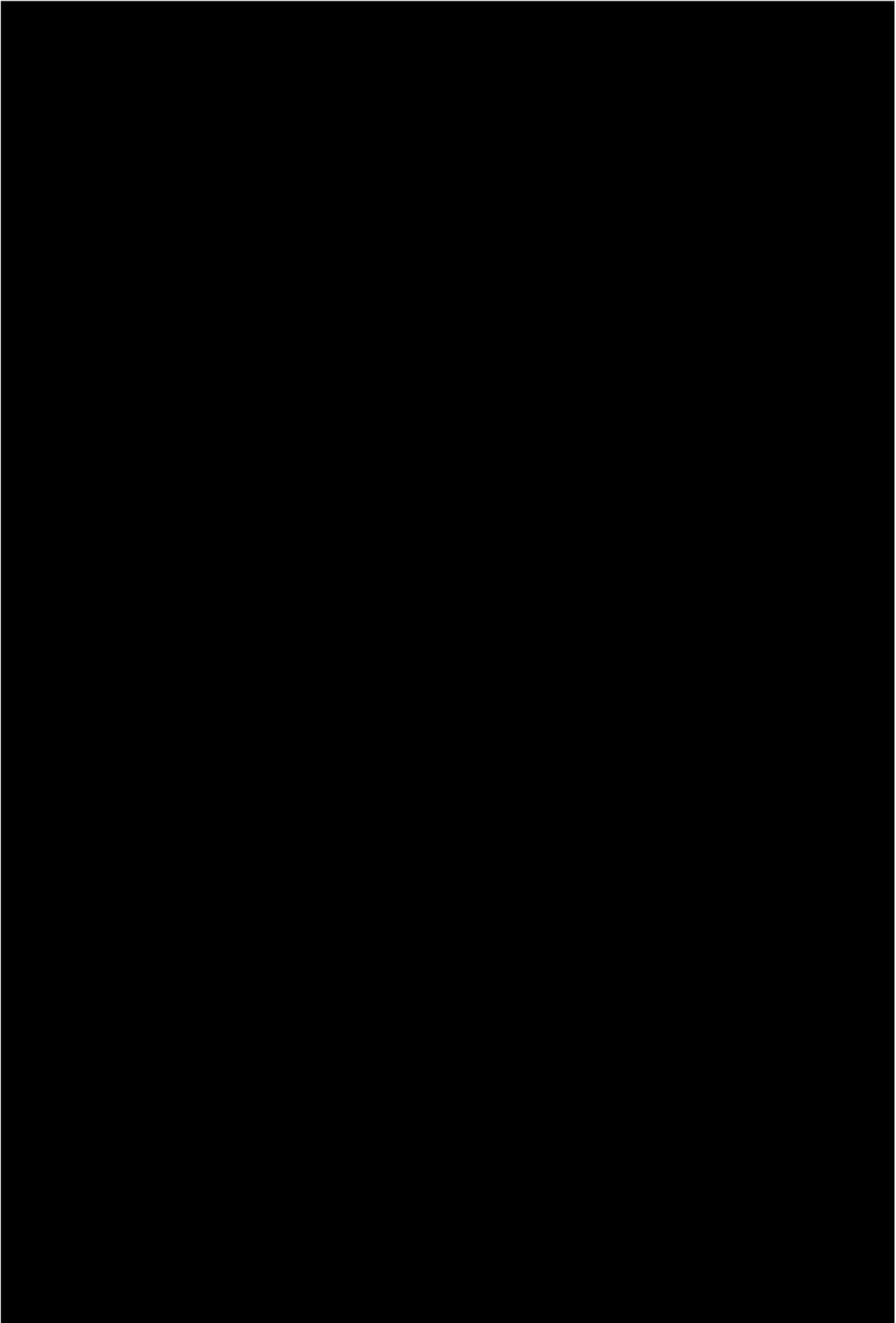


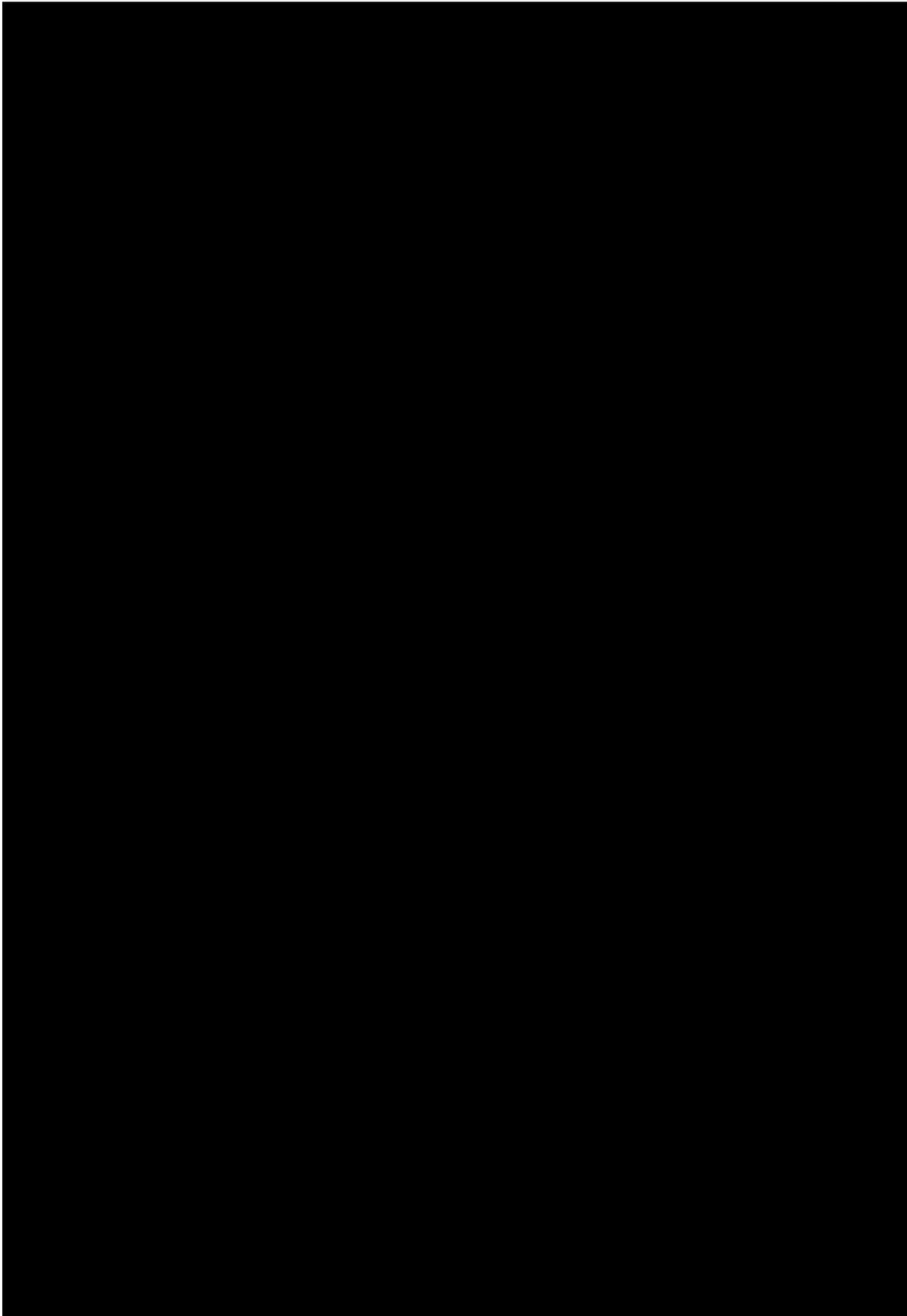
SCHEDULE A27. - [REDACTED]

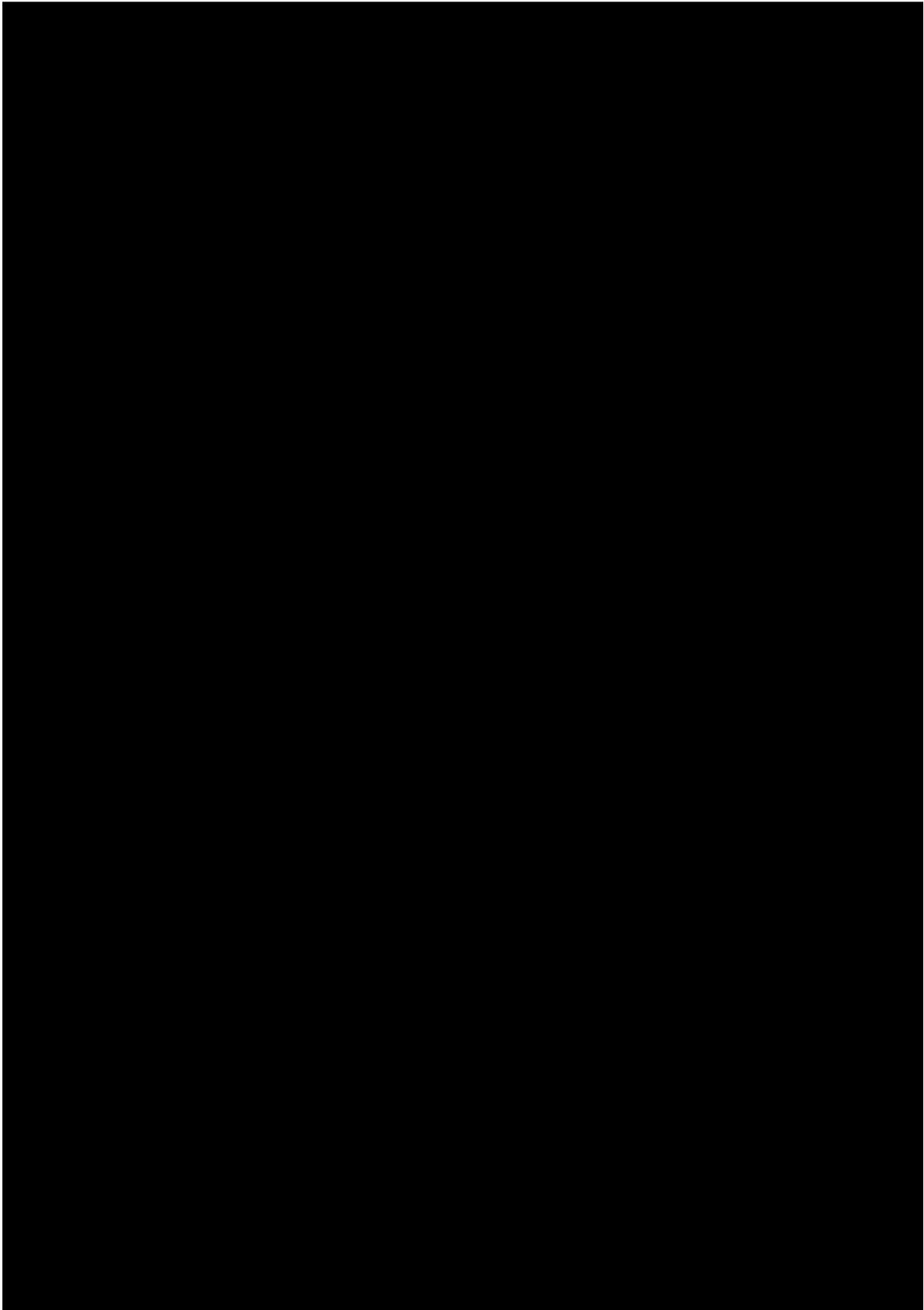


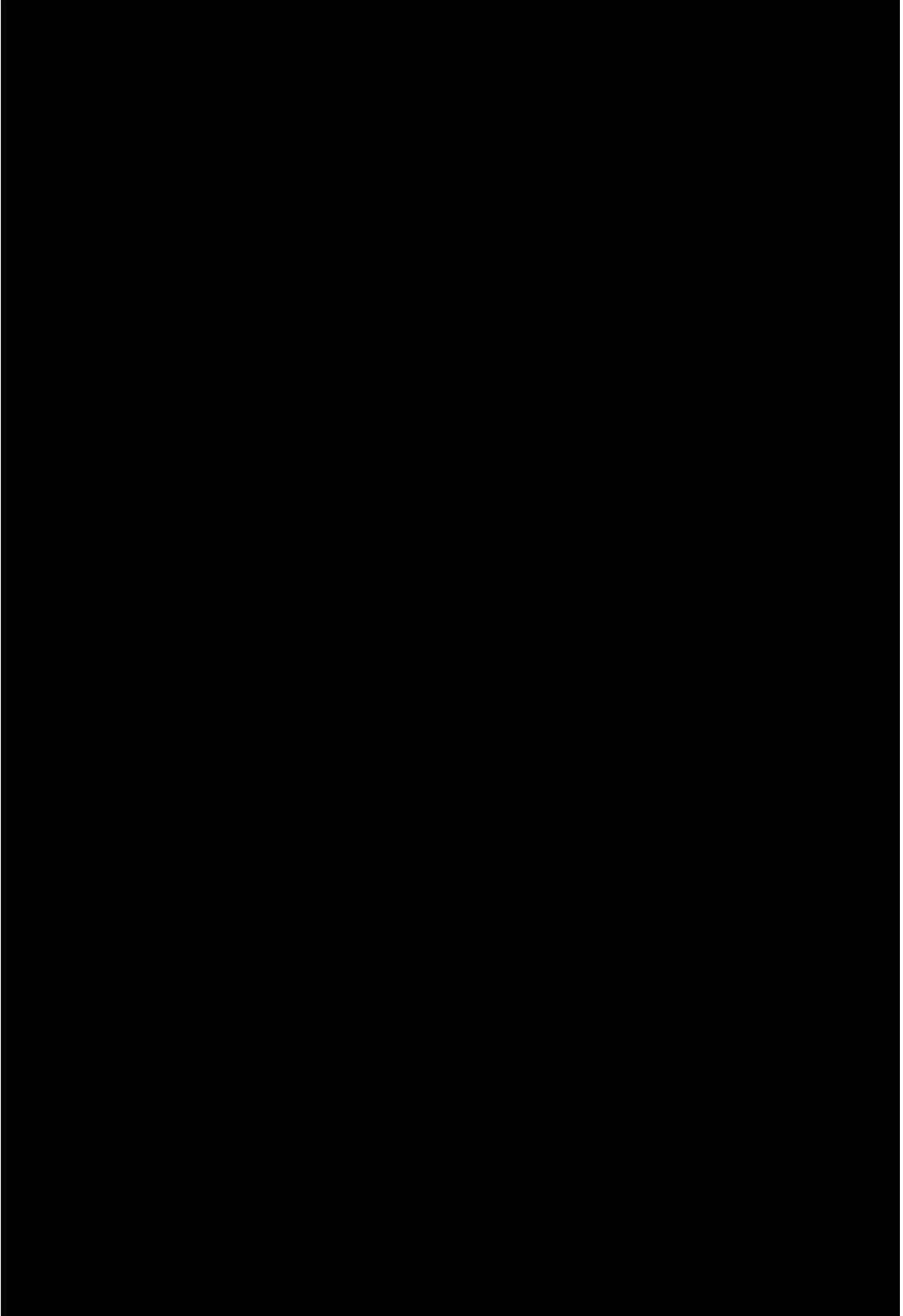


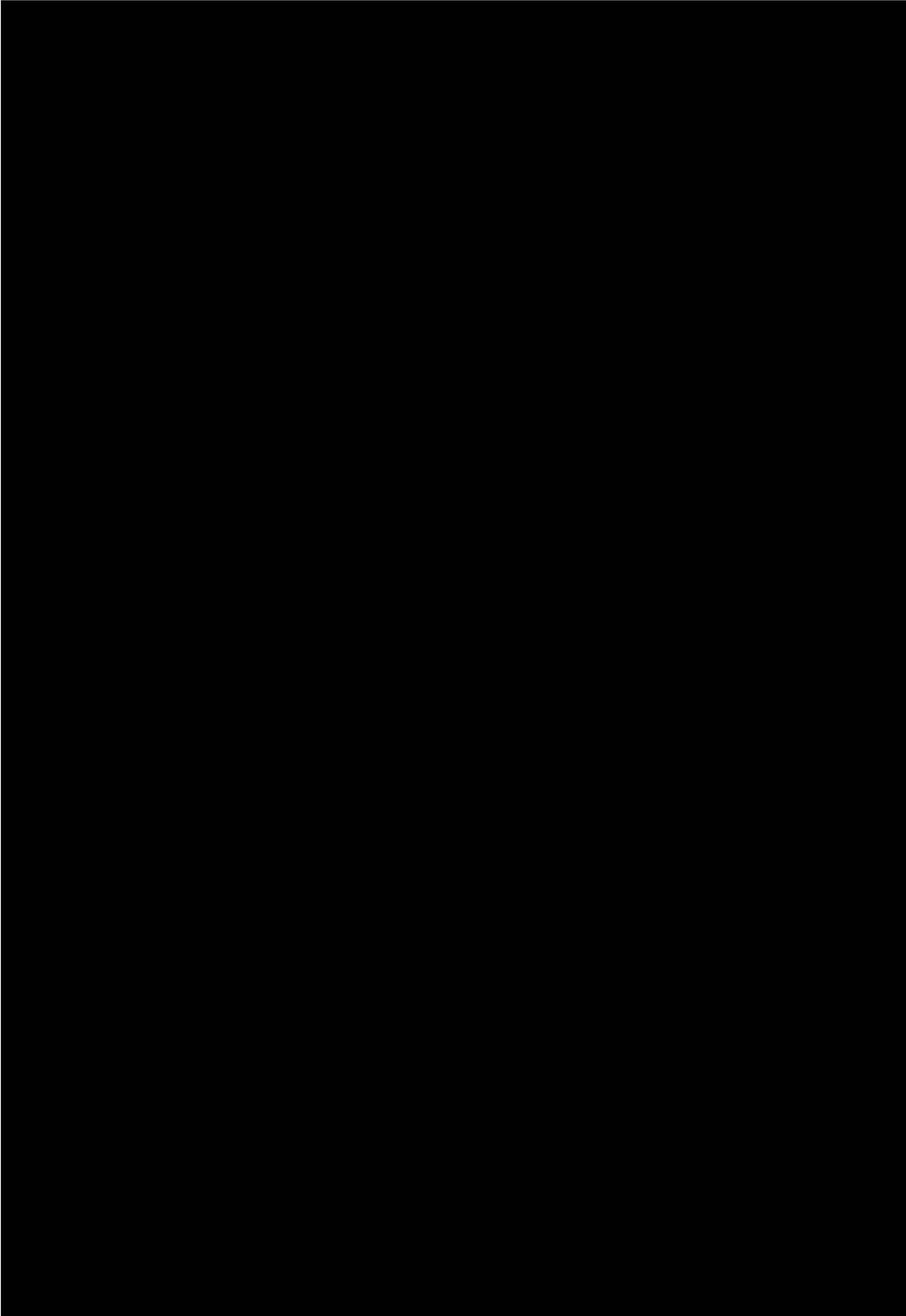


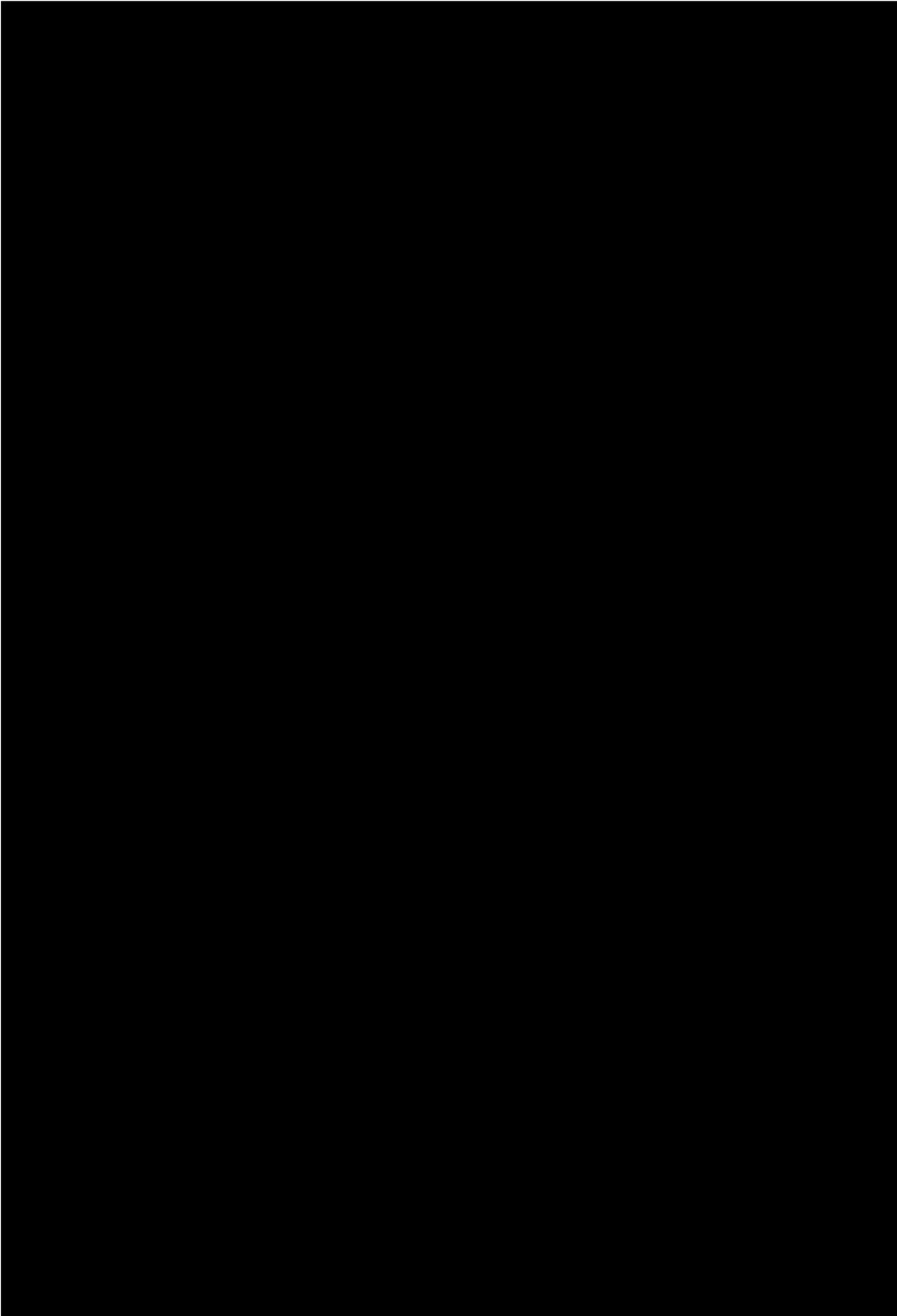


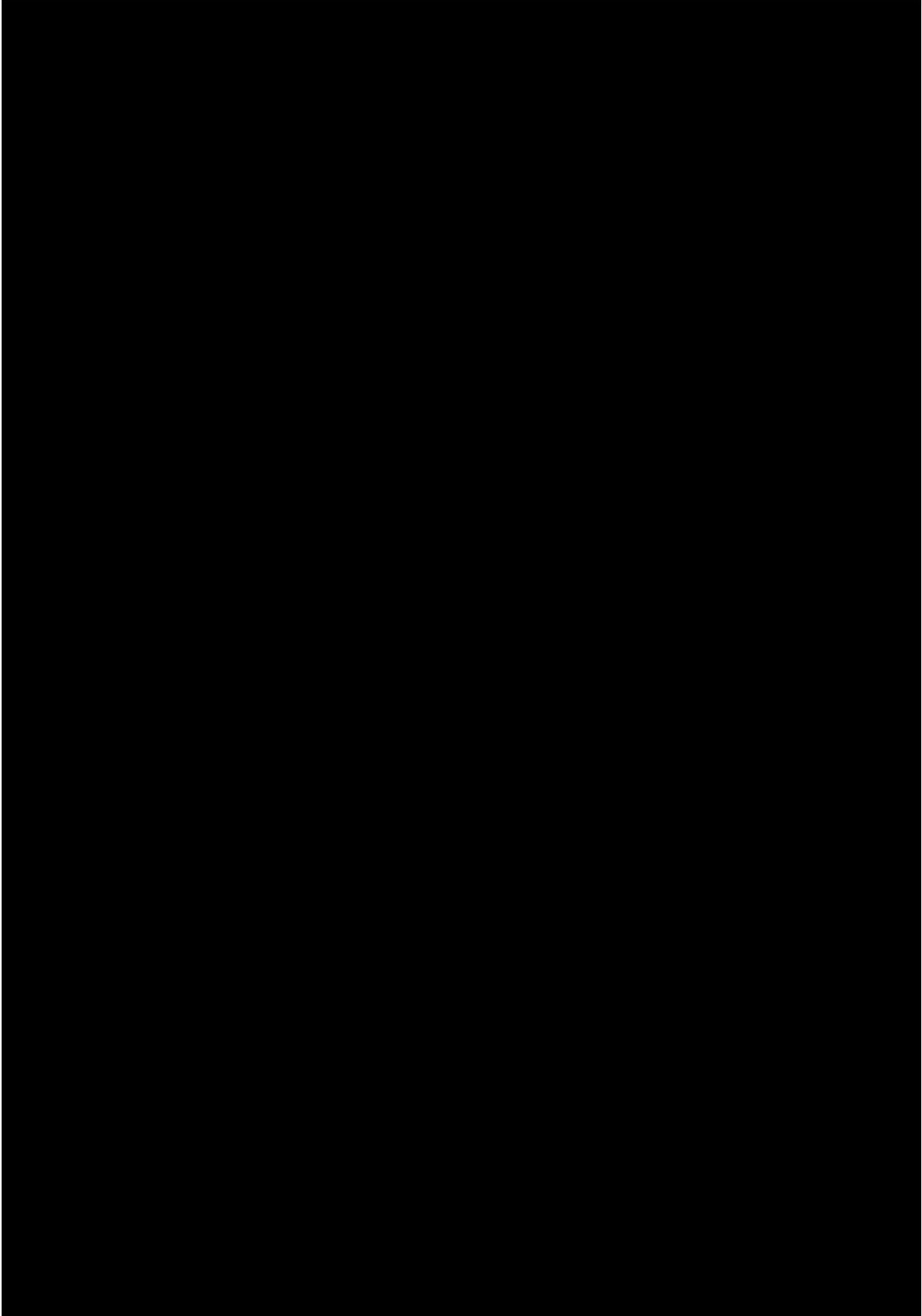


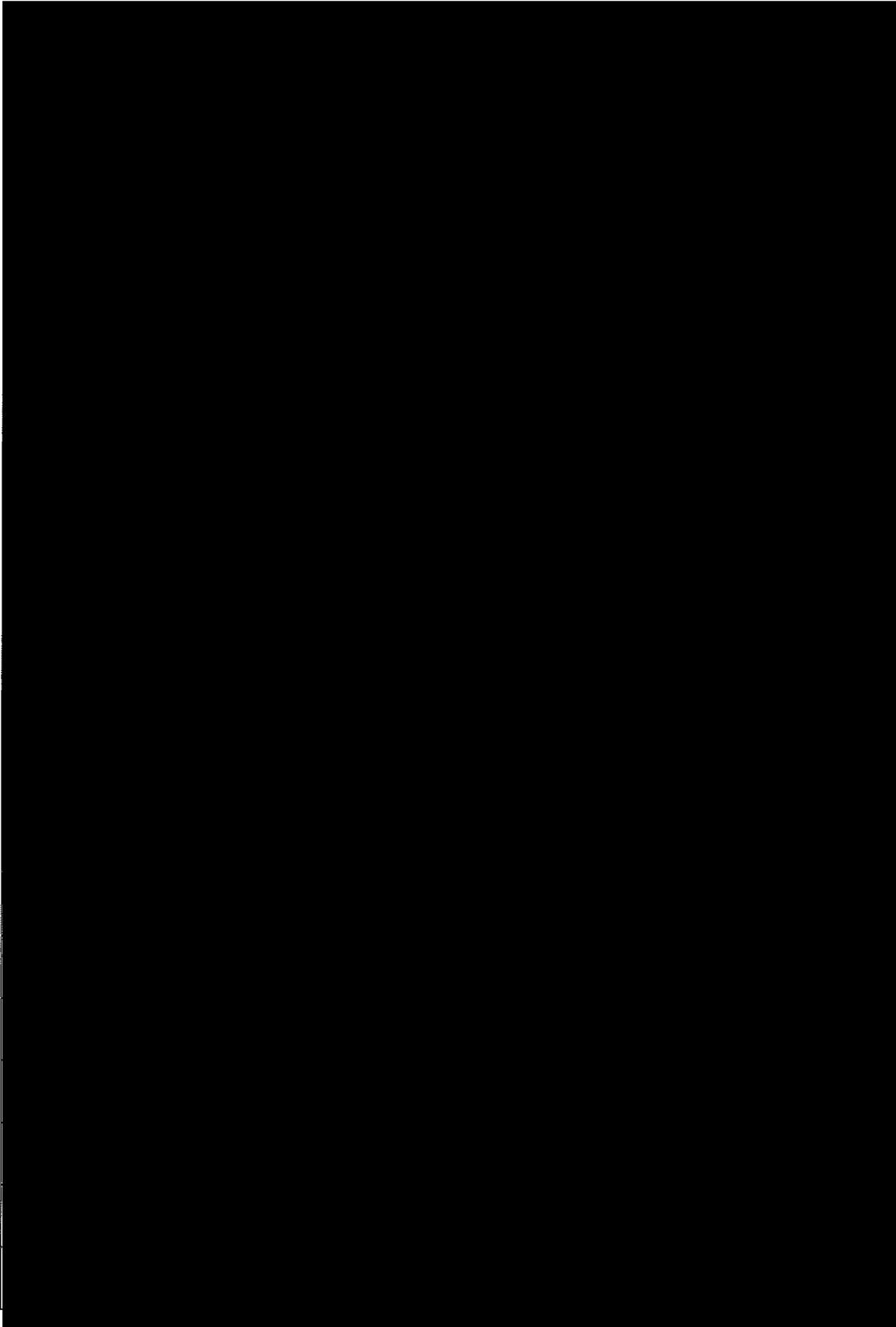


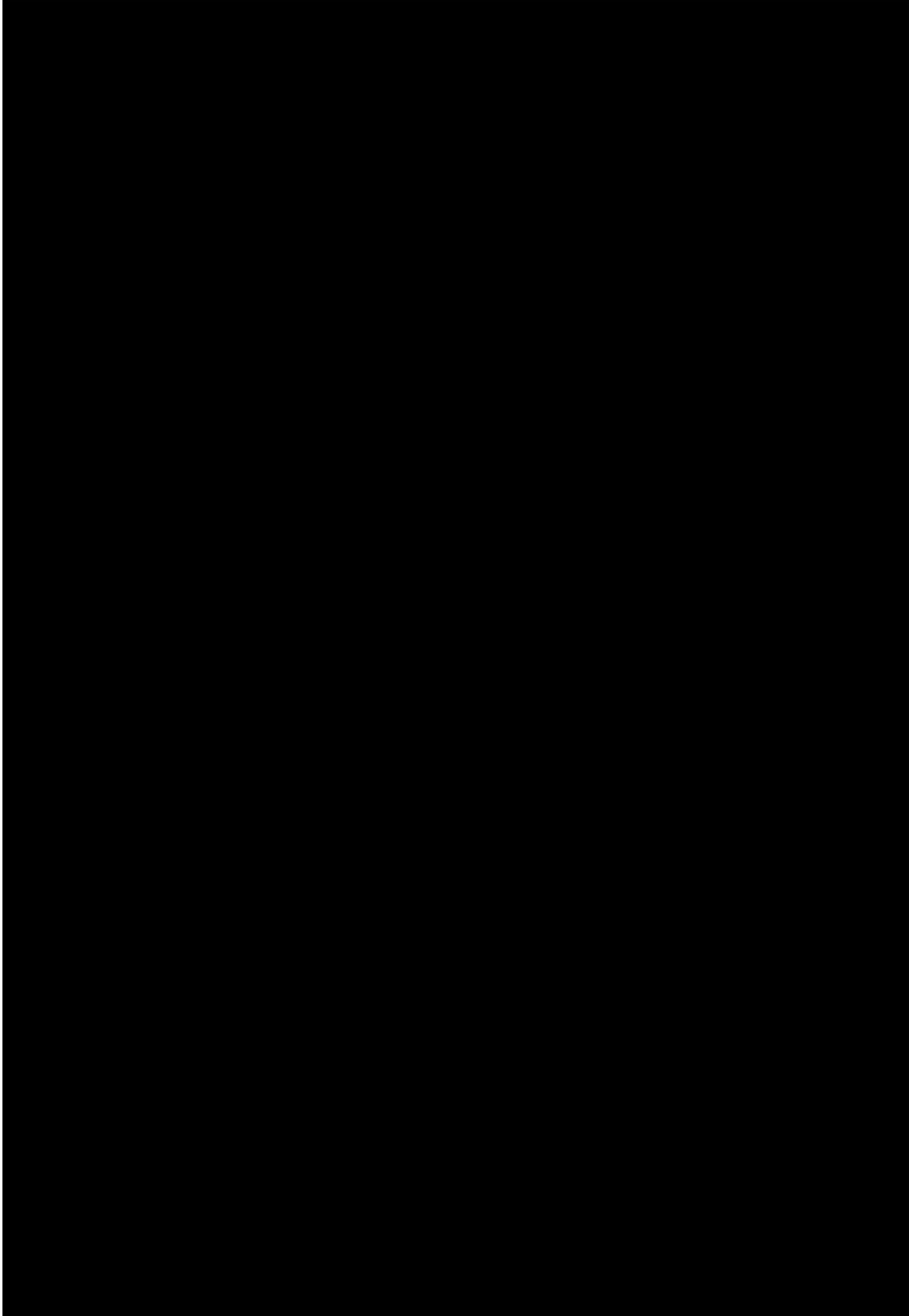


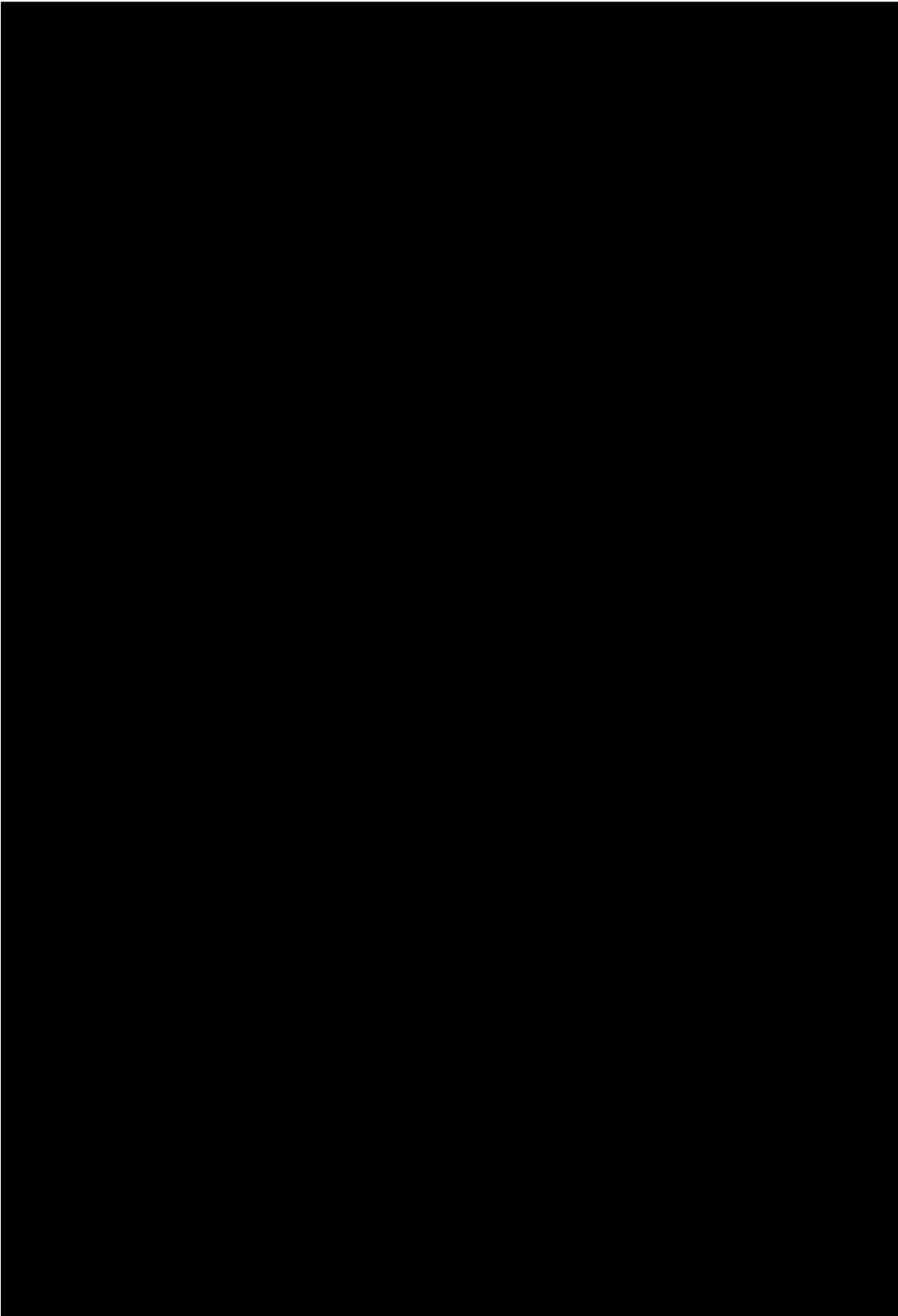


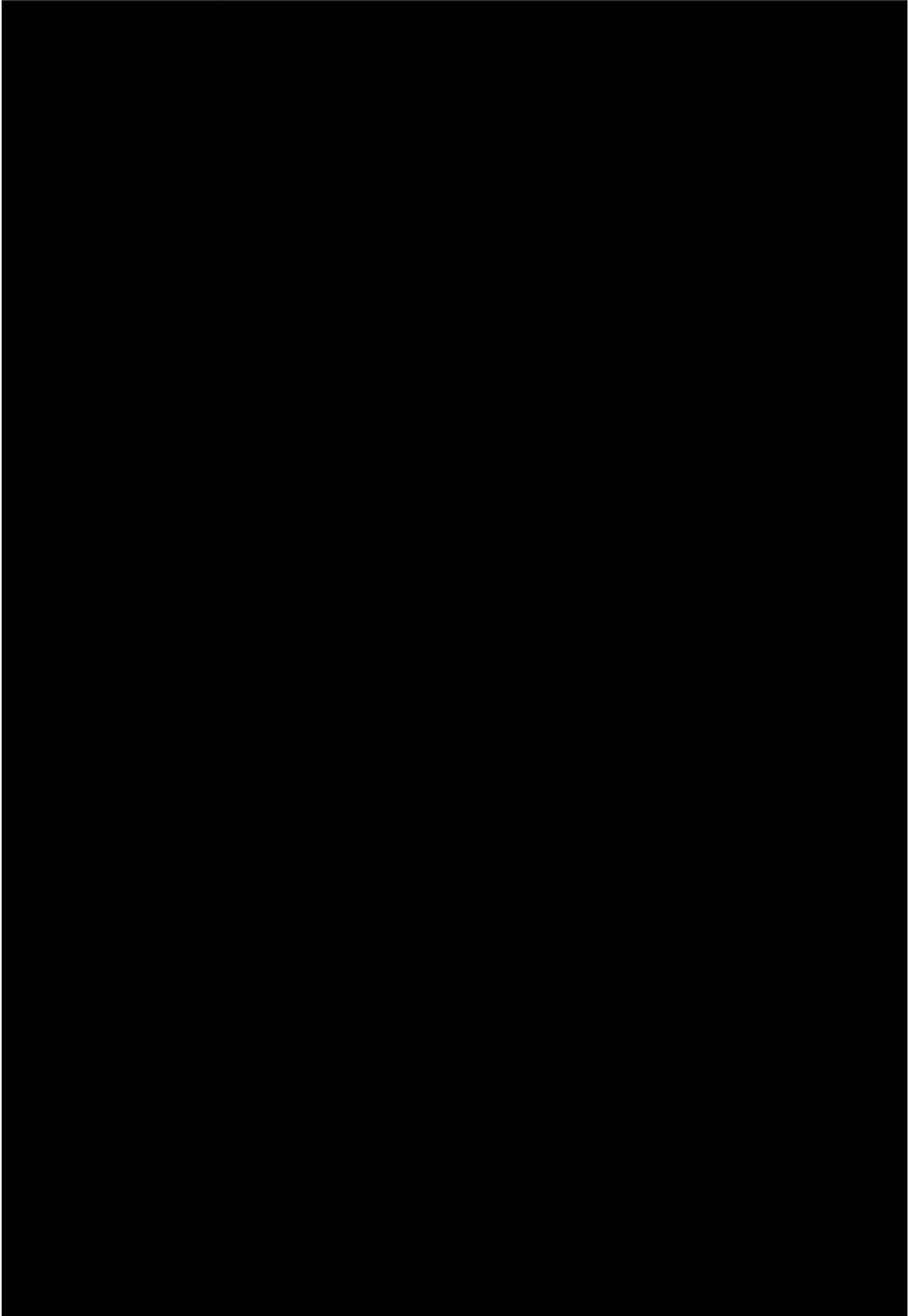


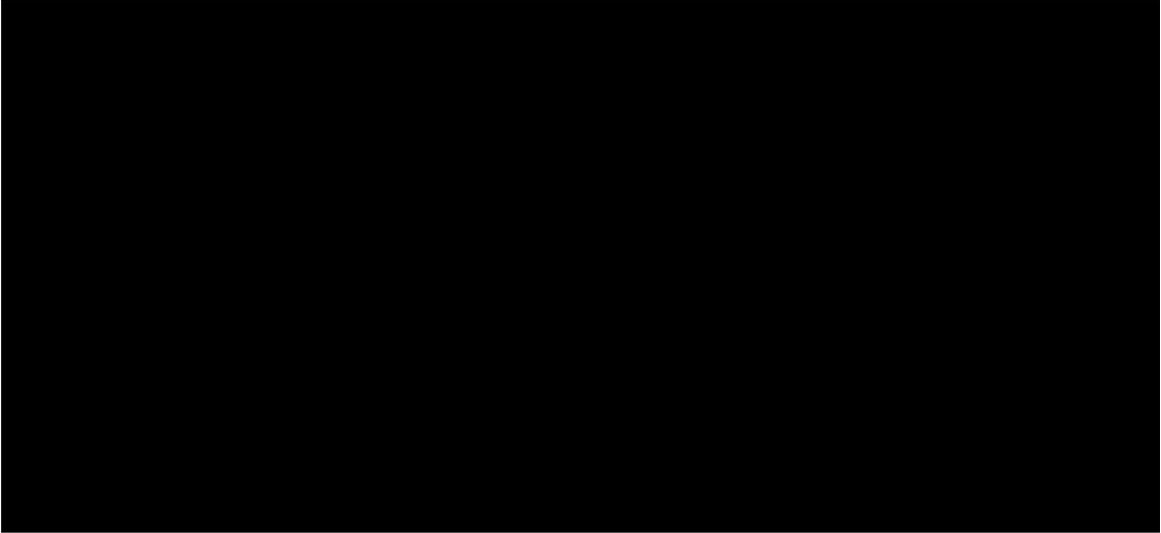




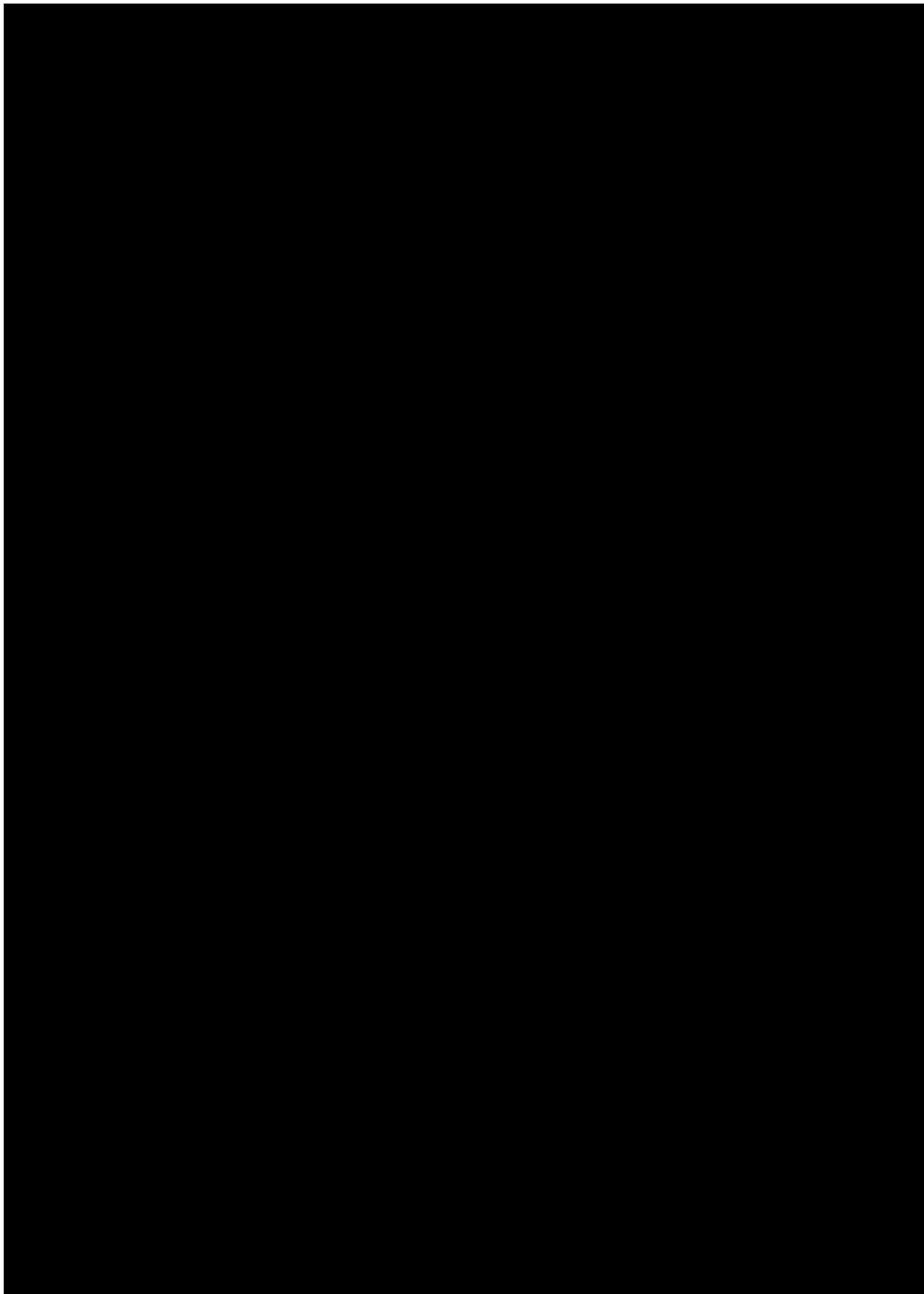


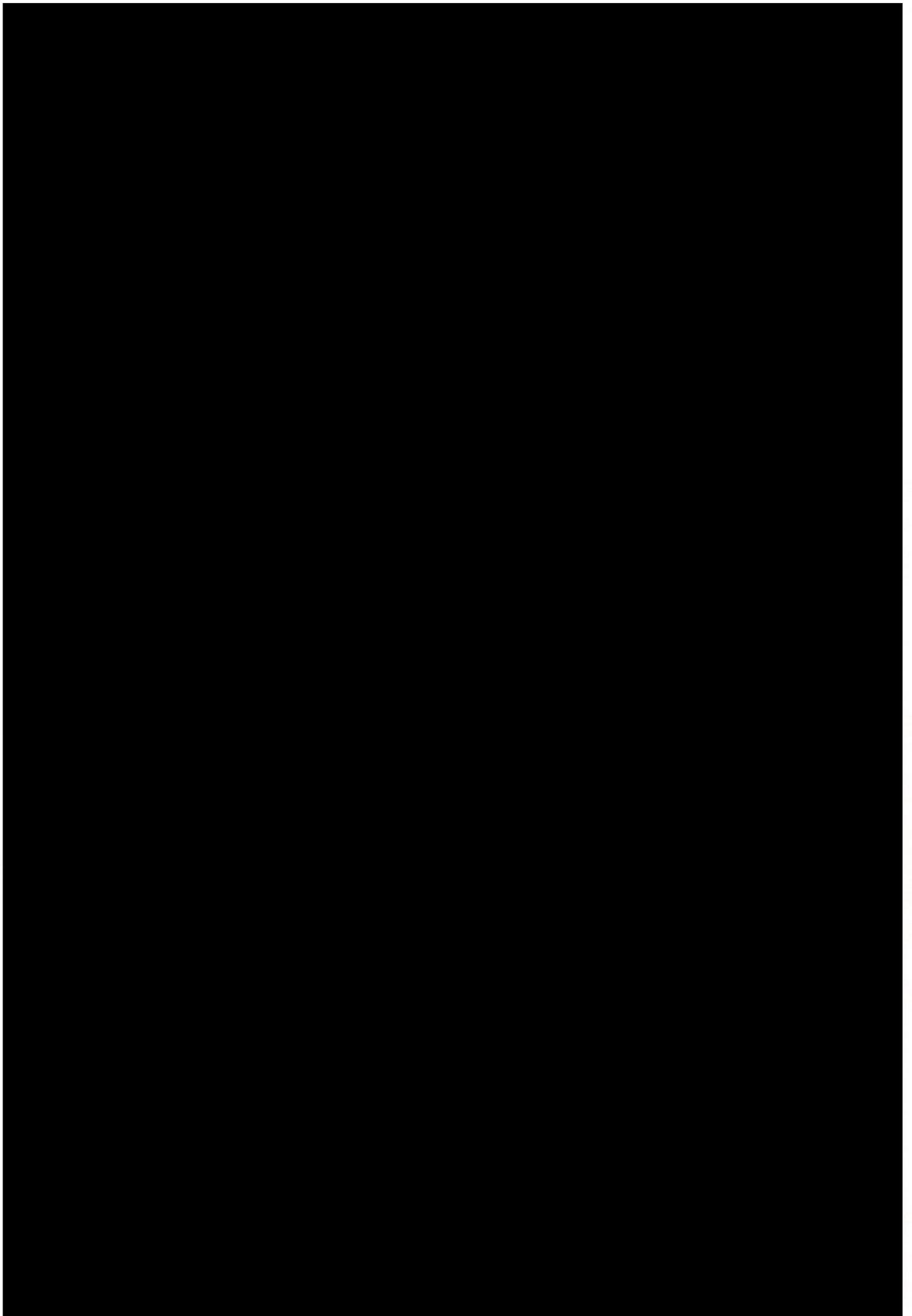


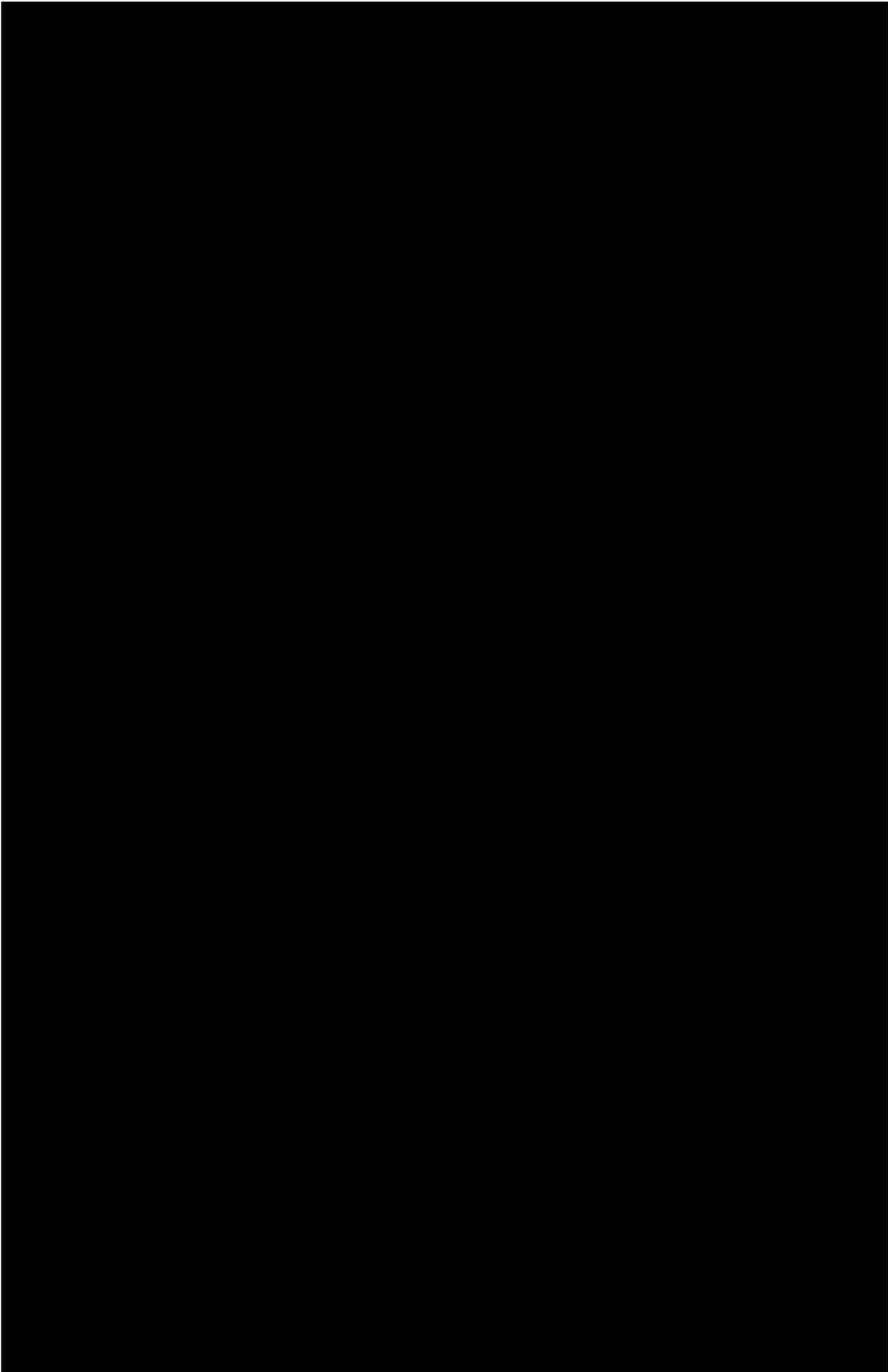


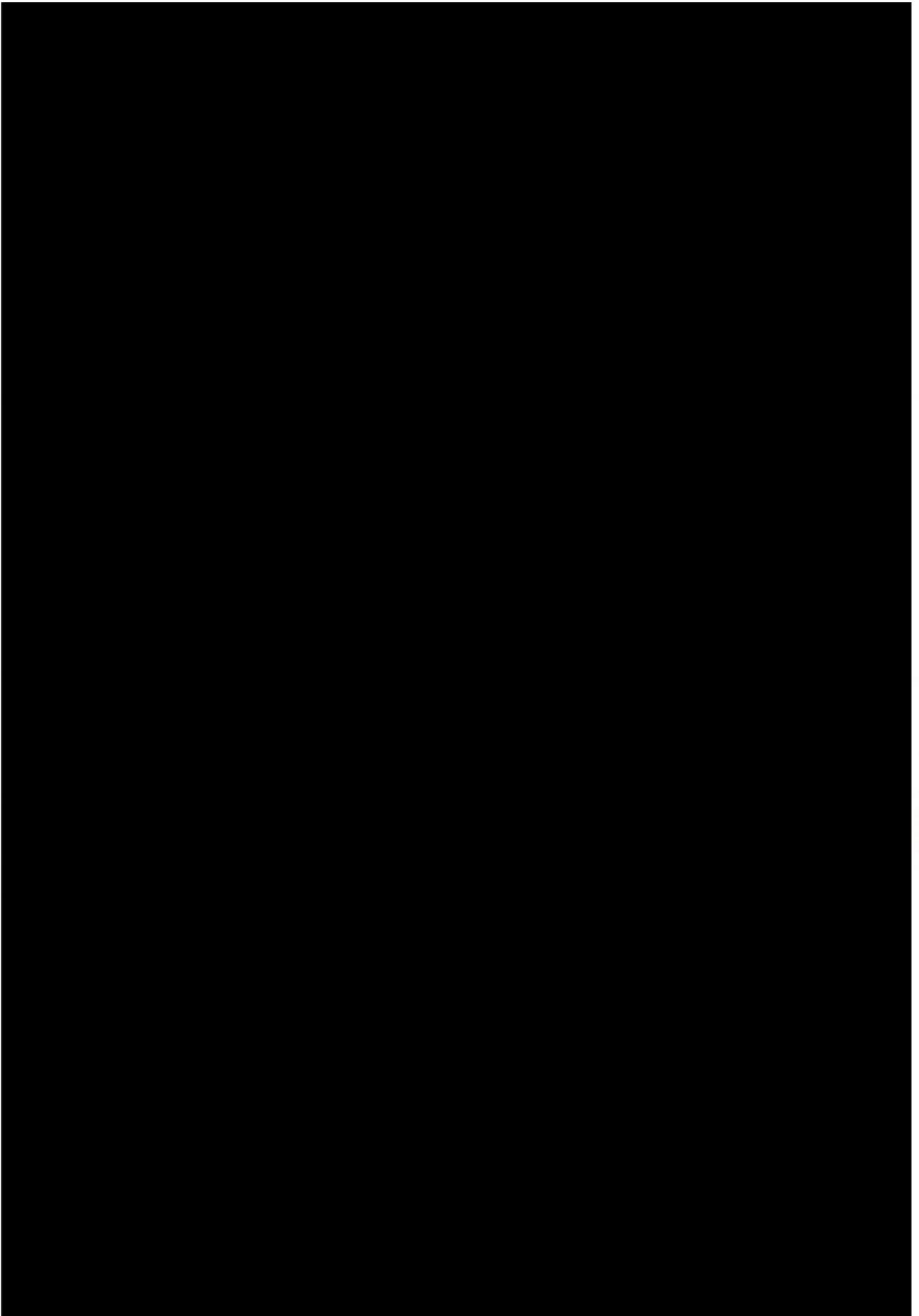


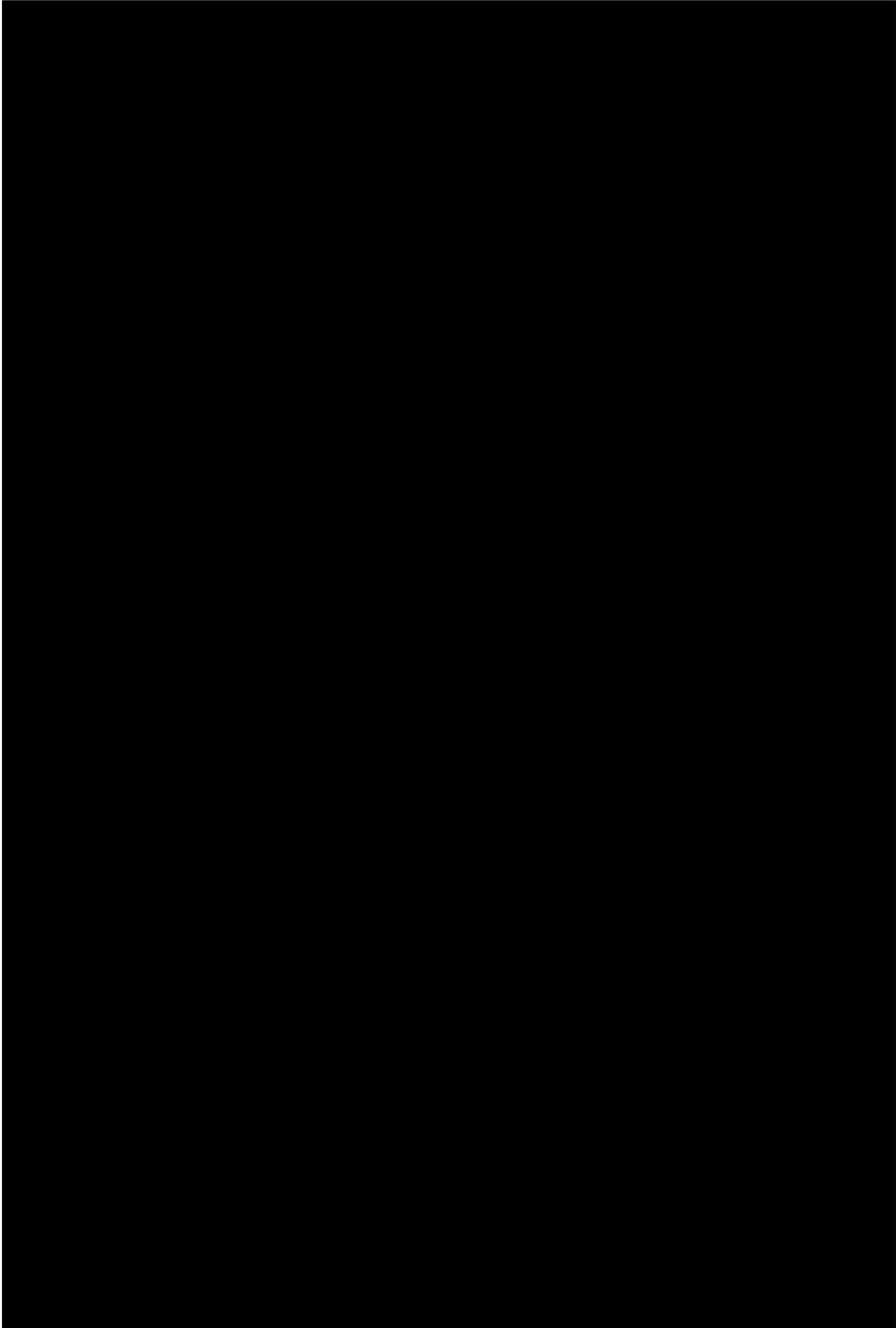
**SCHEDULE A28. – [REDACTED]**  
(Clause 27A)

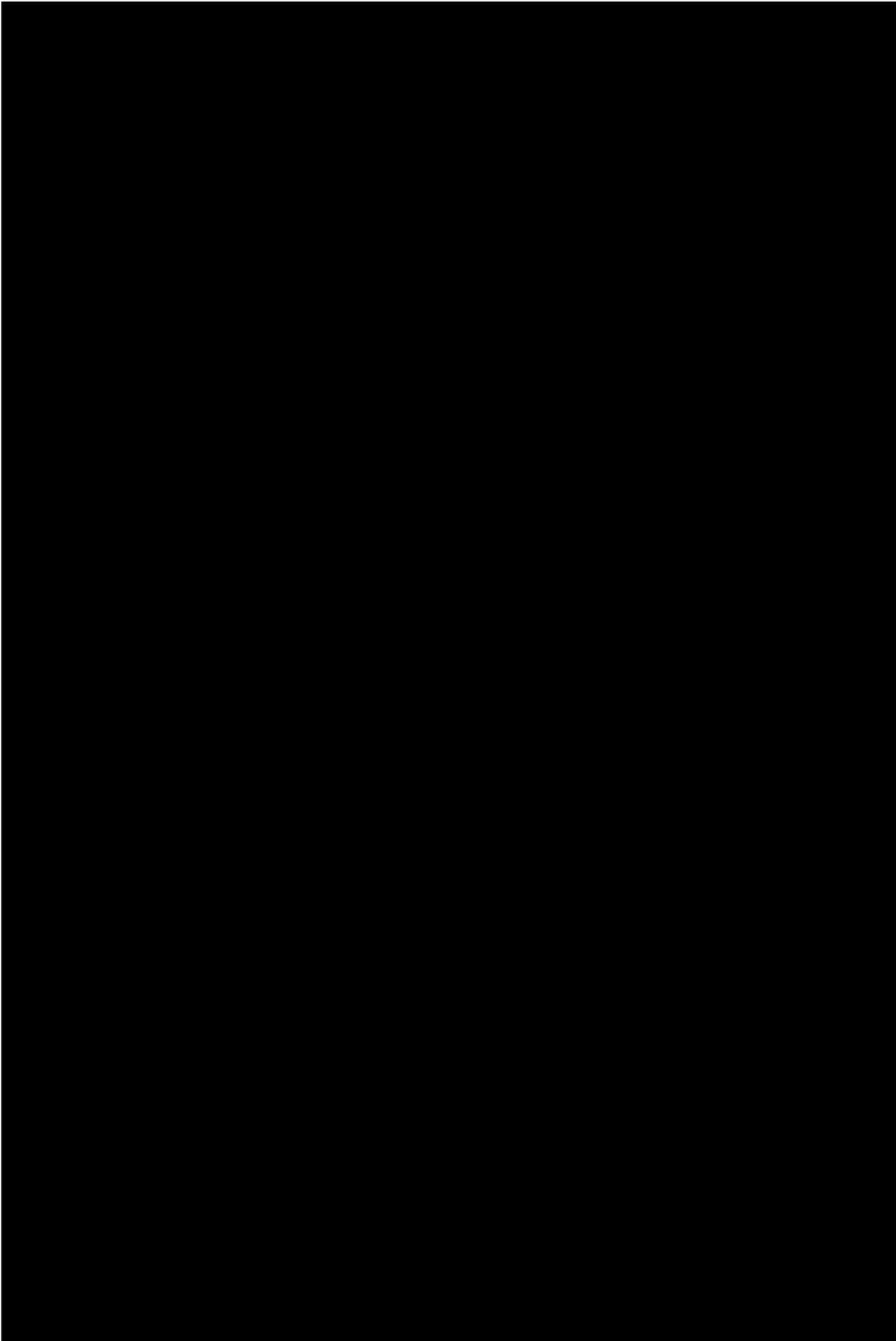


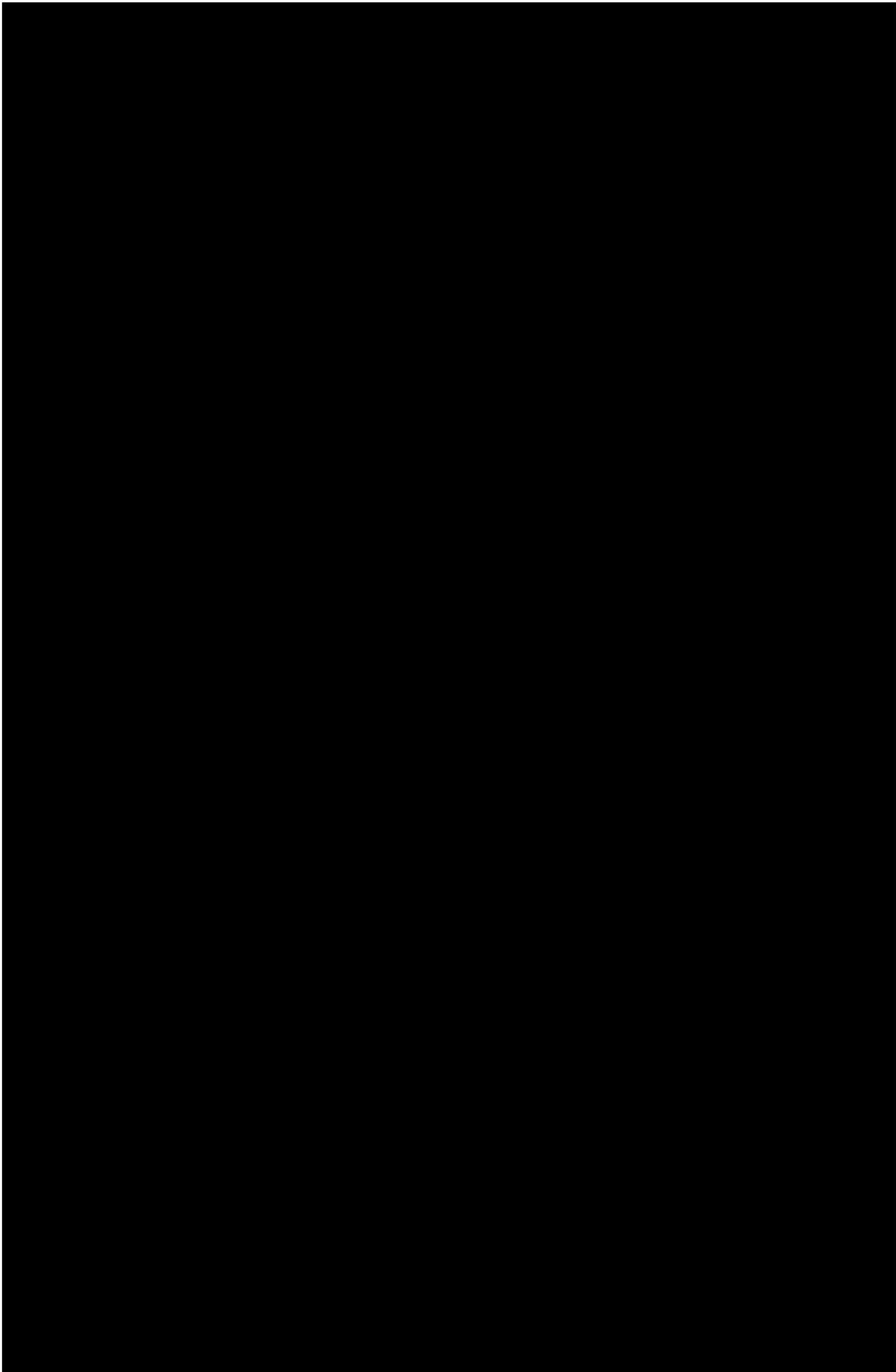


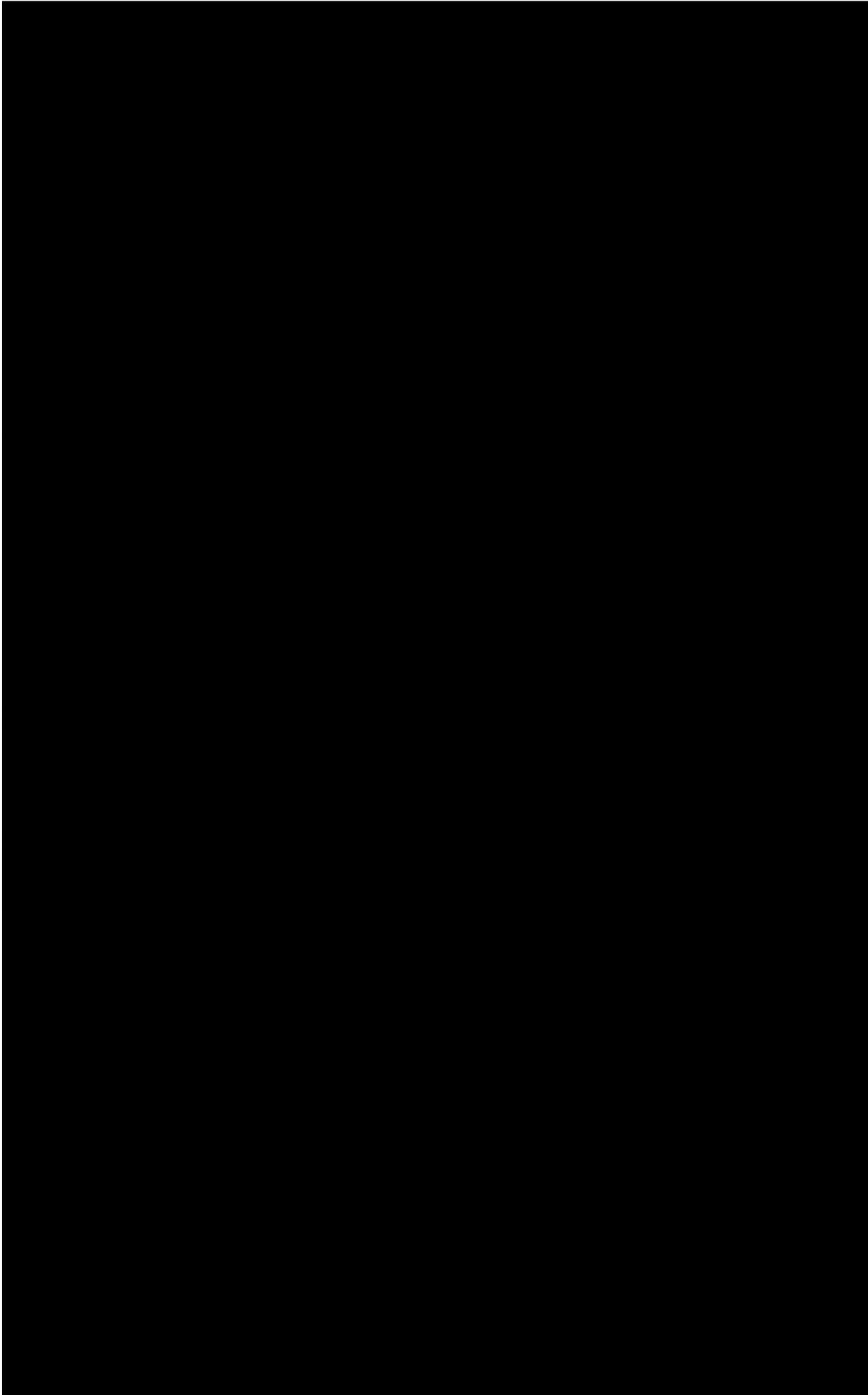


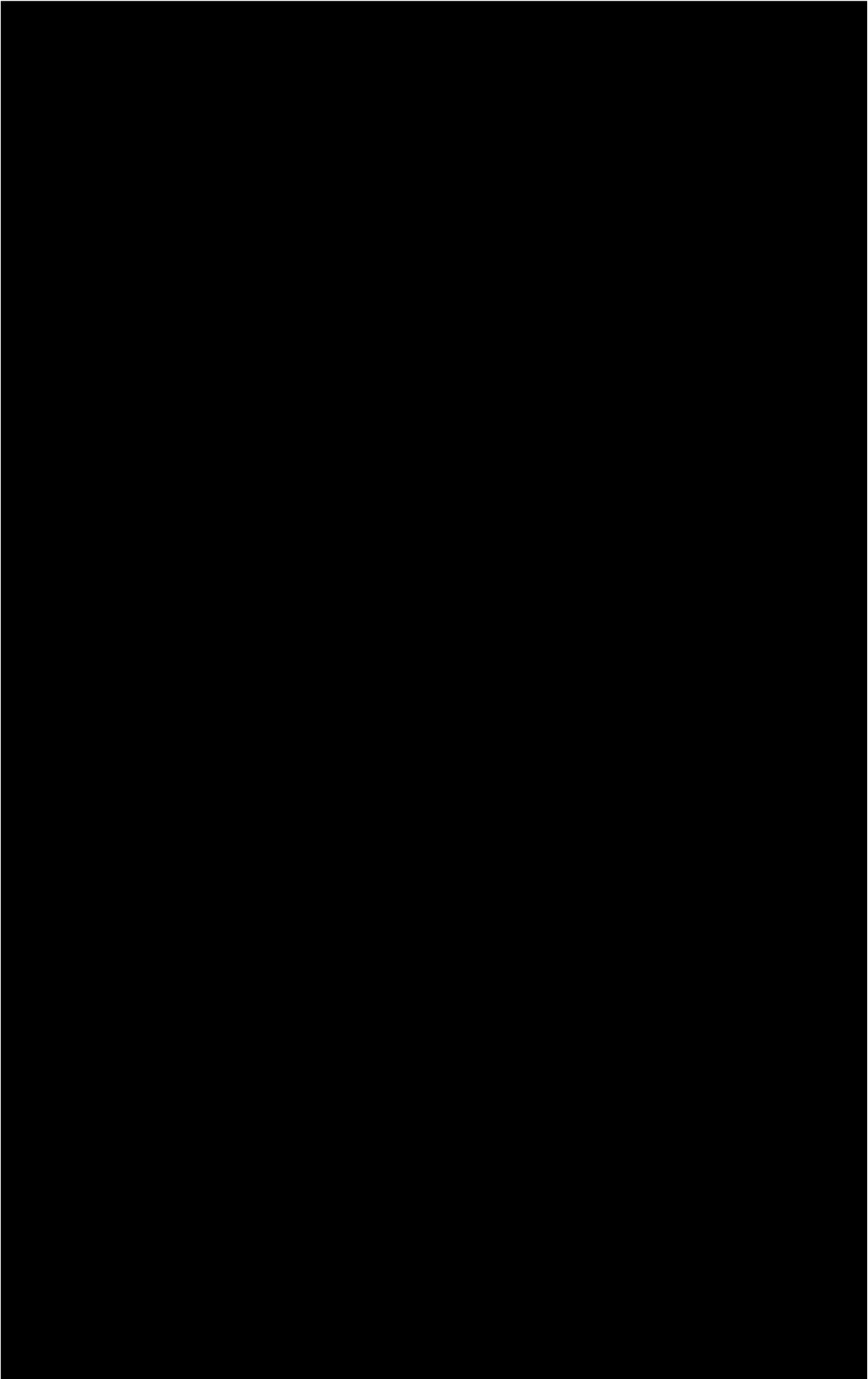


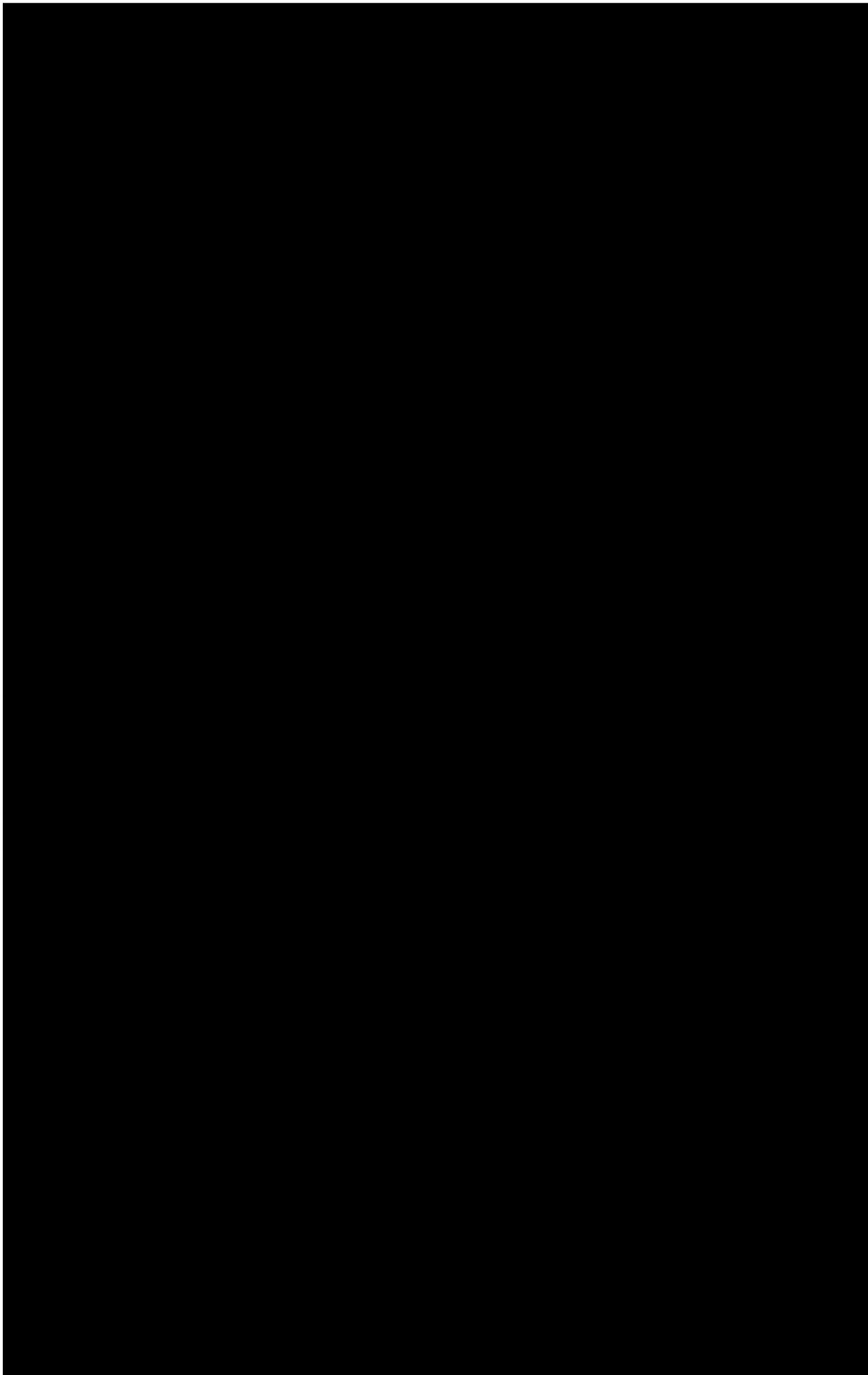






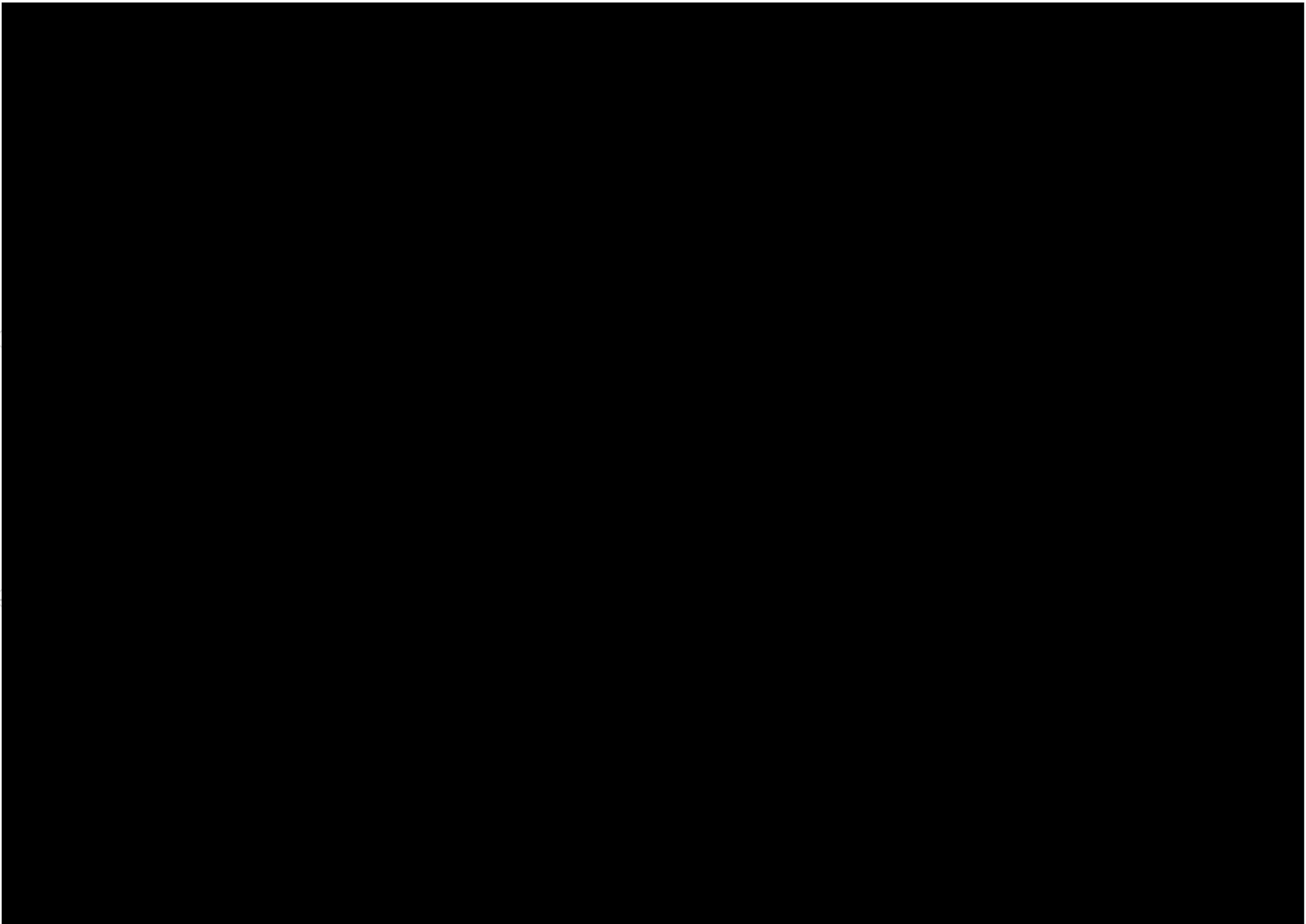




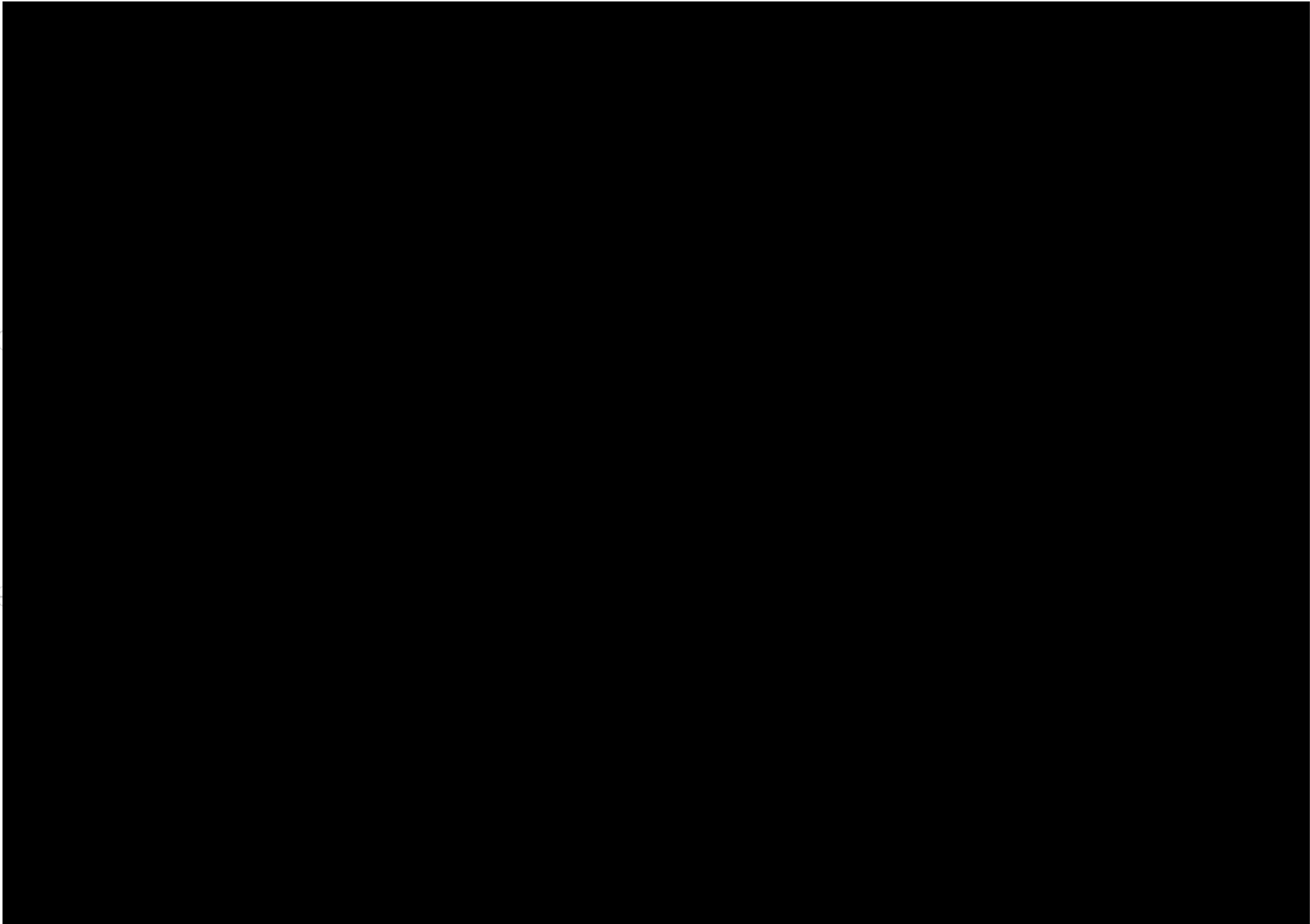


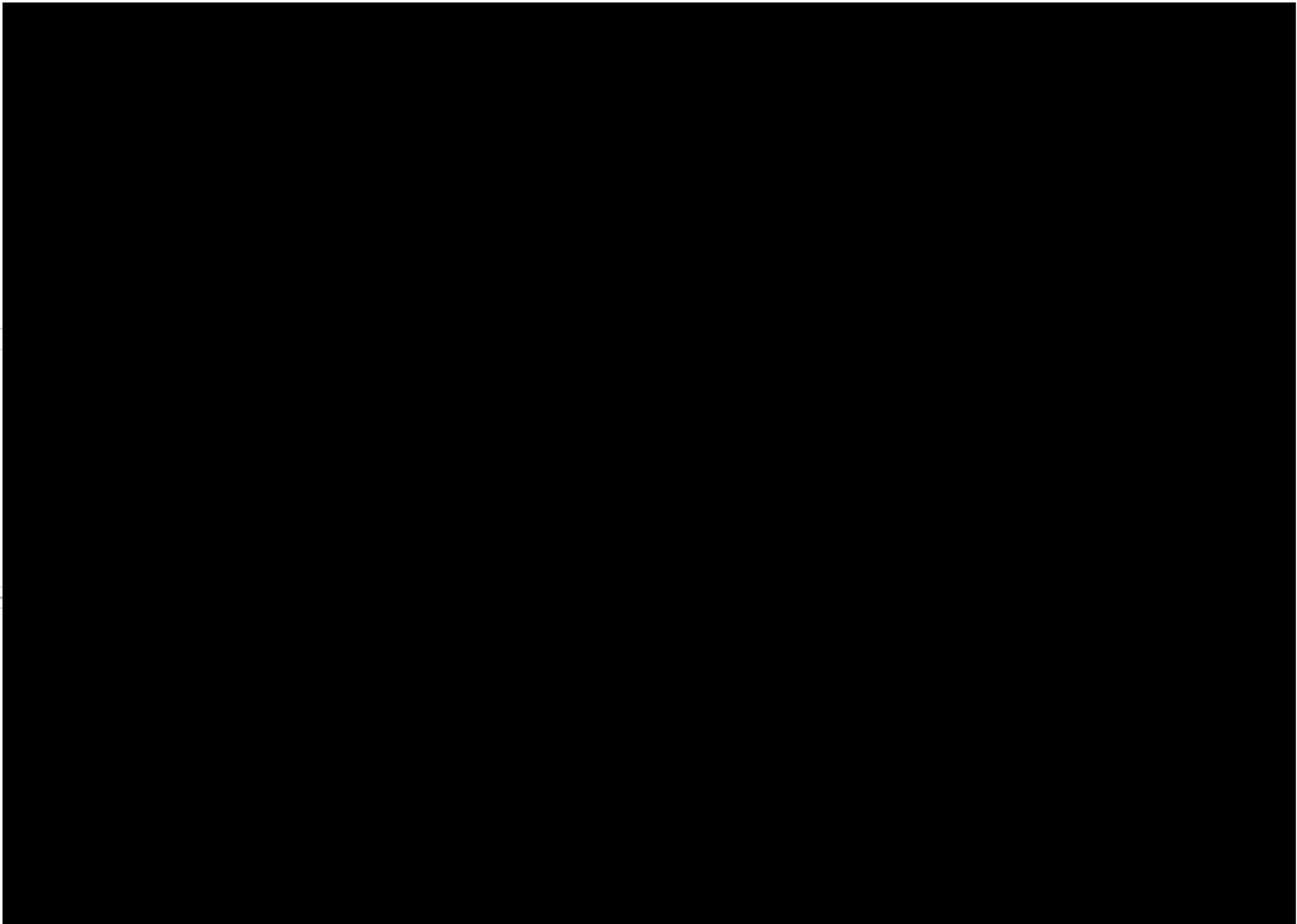
**SCHEDULE A29. - OSD ENABLING WORKS PRIMARY STRUCTURE (SOUTH)**







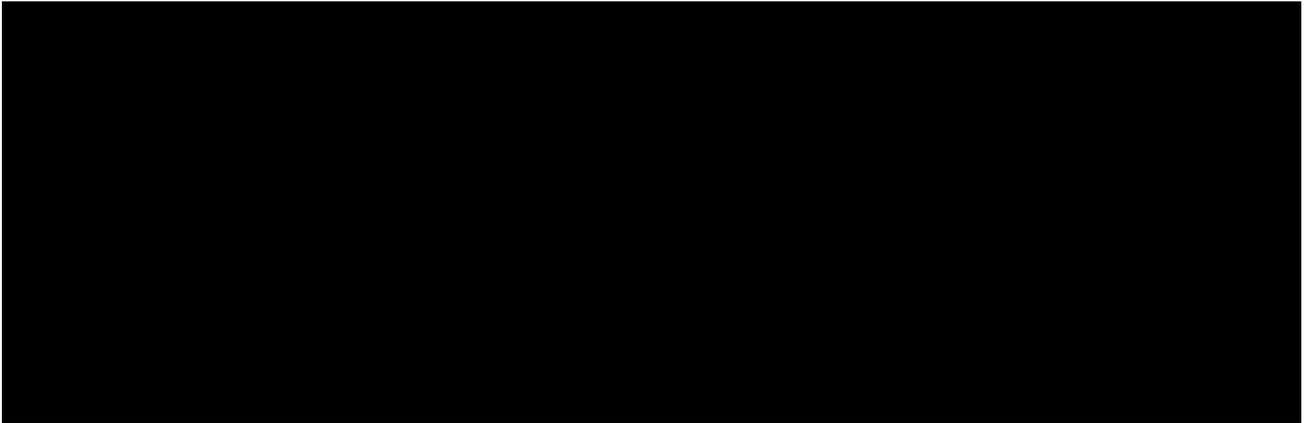


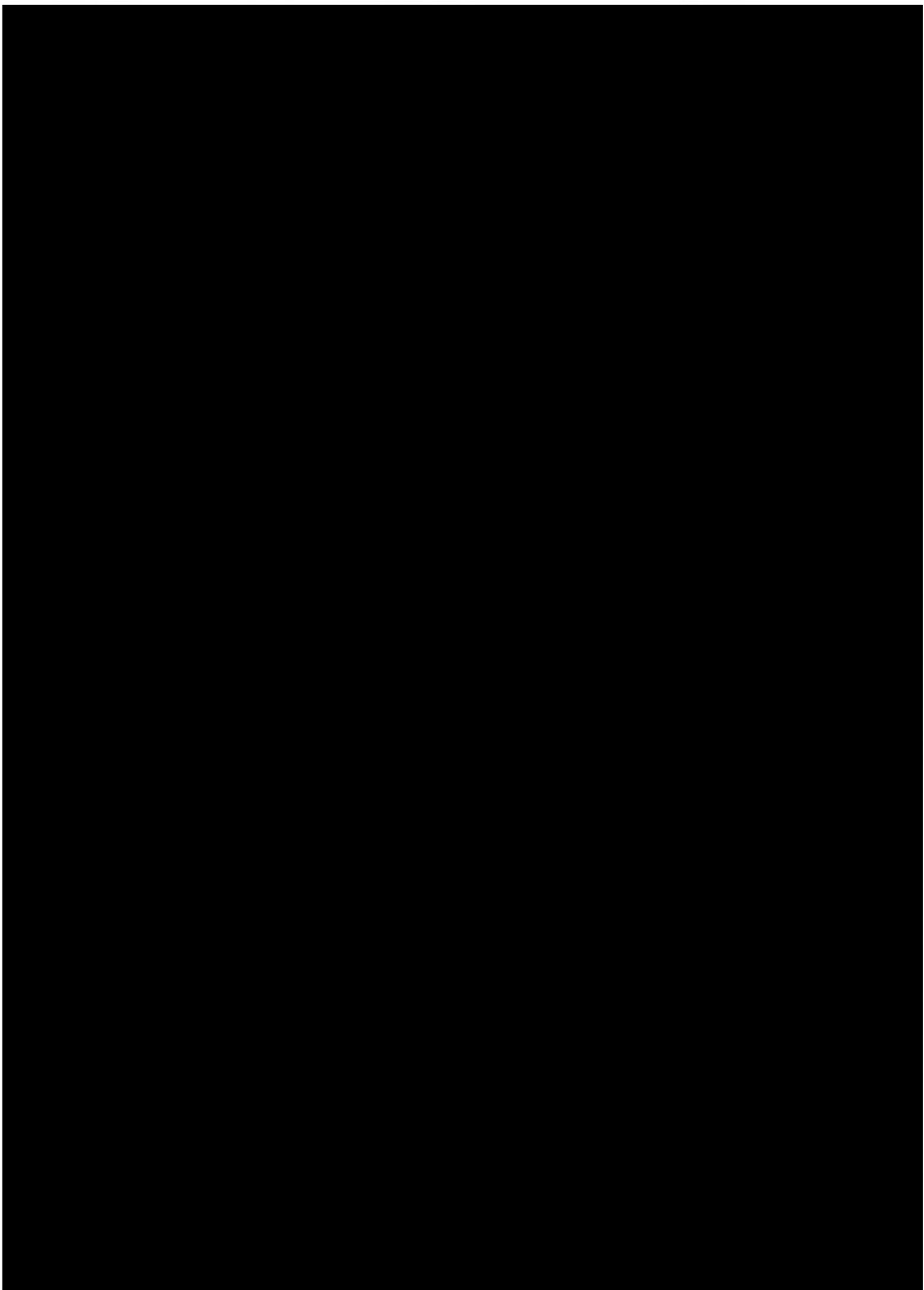


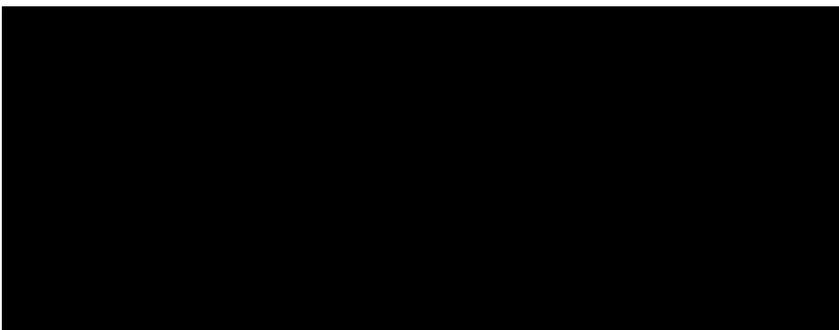
**SCHEDULE A30. – NOT USED**

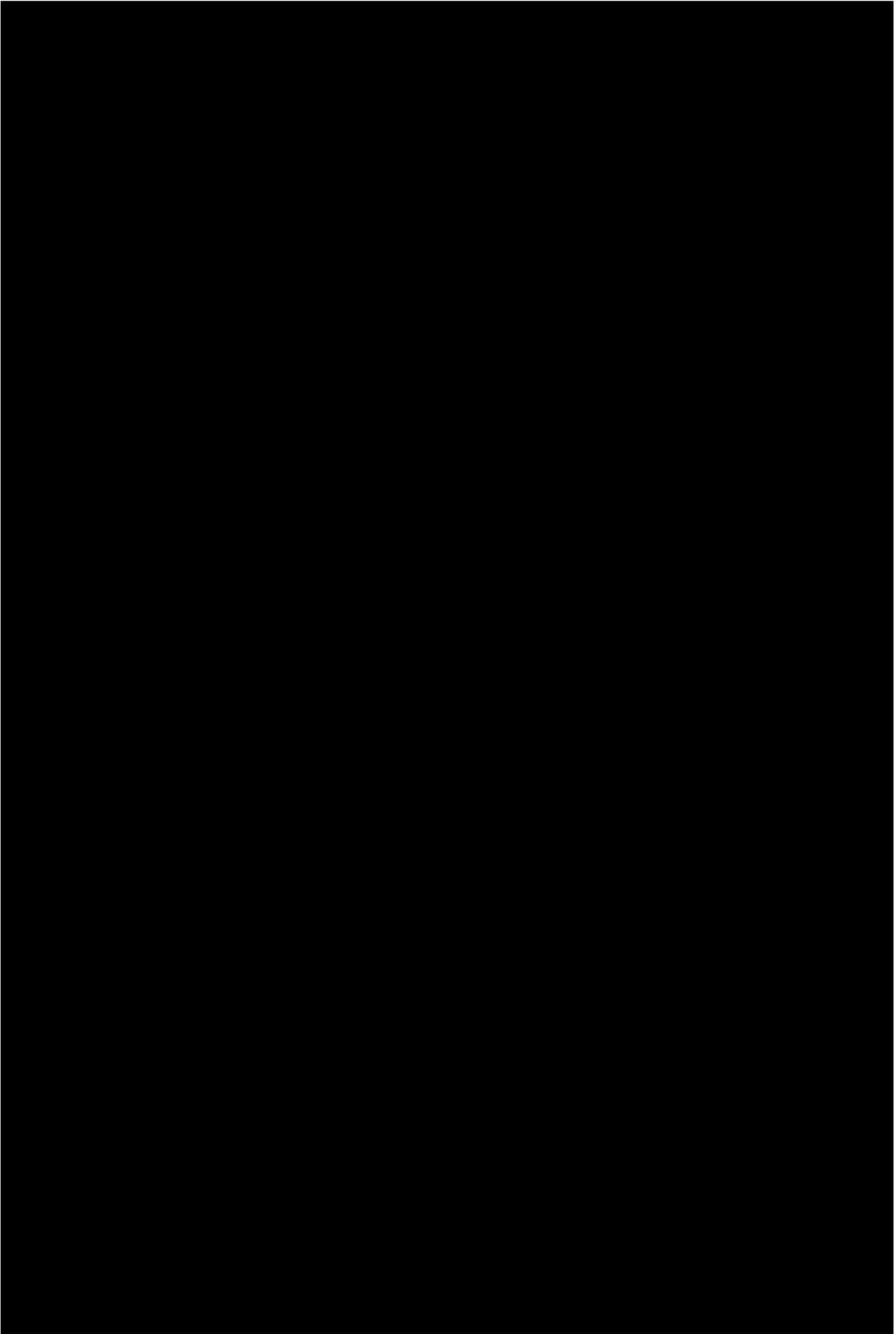
**SCHEDULE A31. – NOT USED**

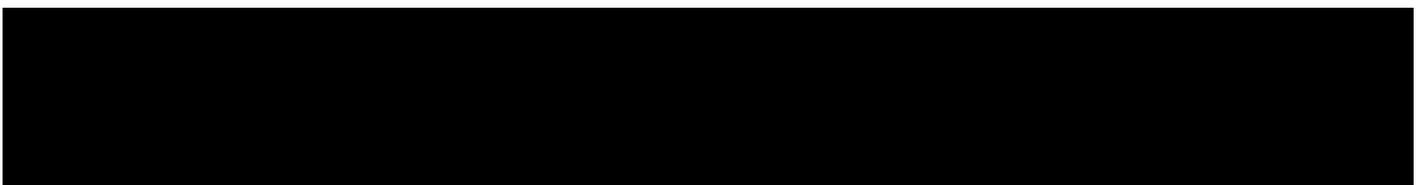
SCHEDULE A32. [REDACTED]

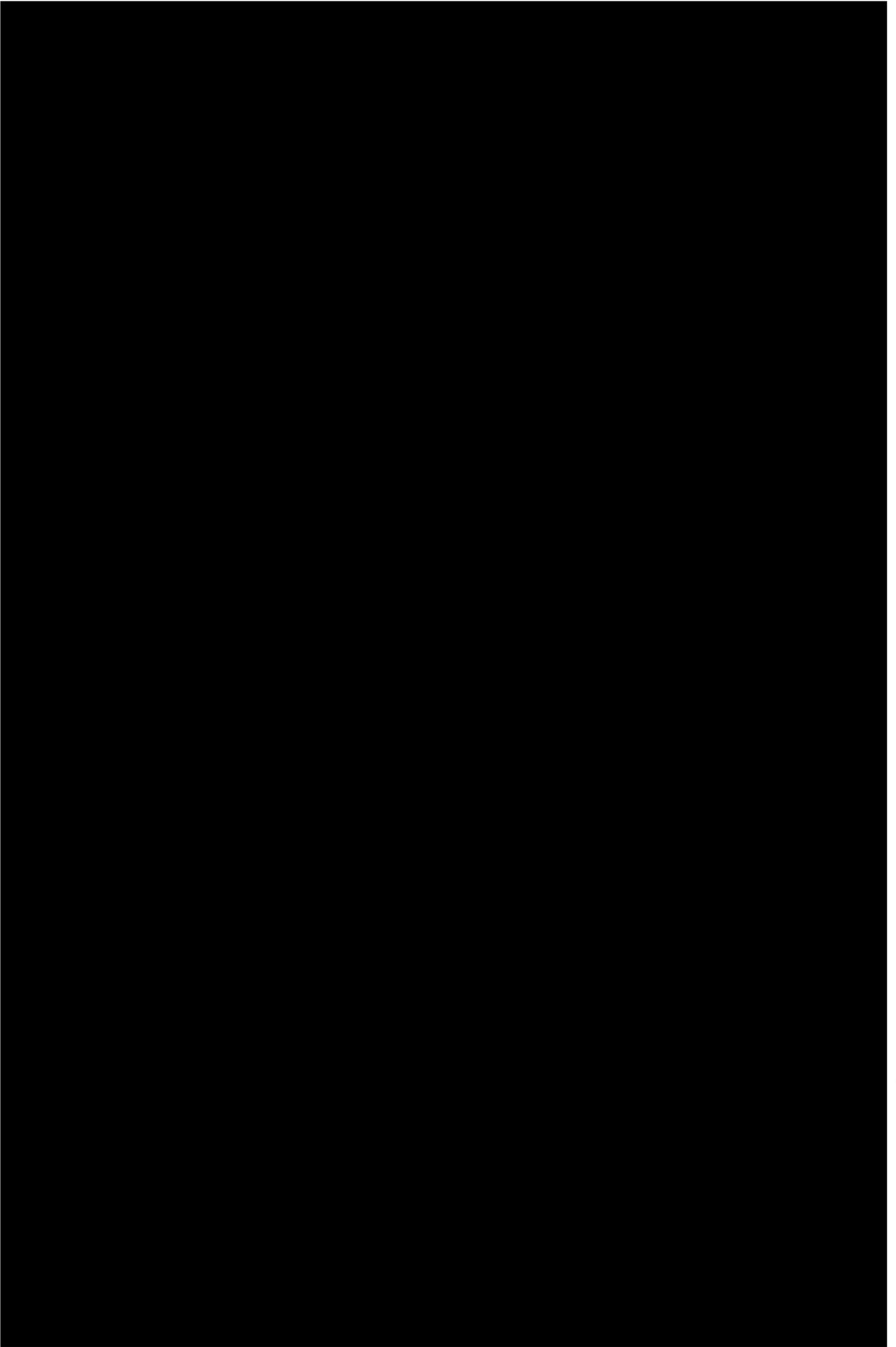


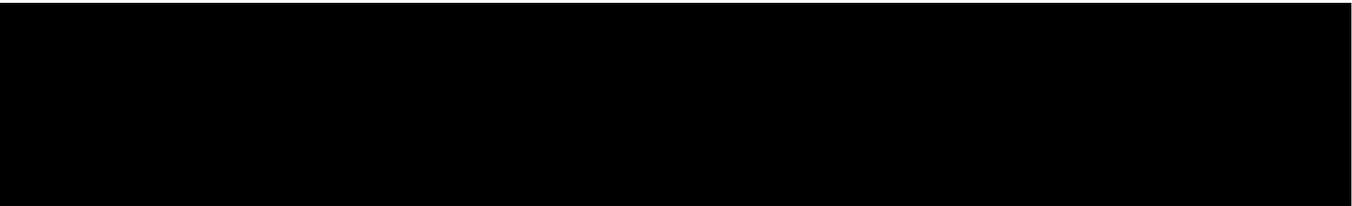
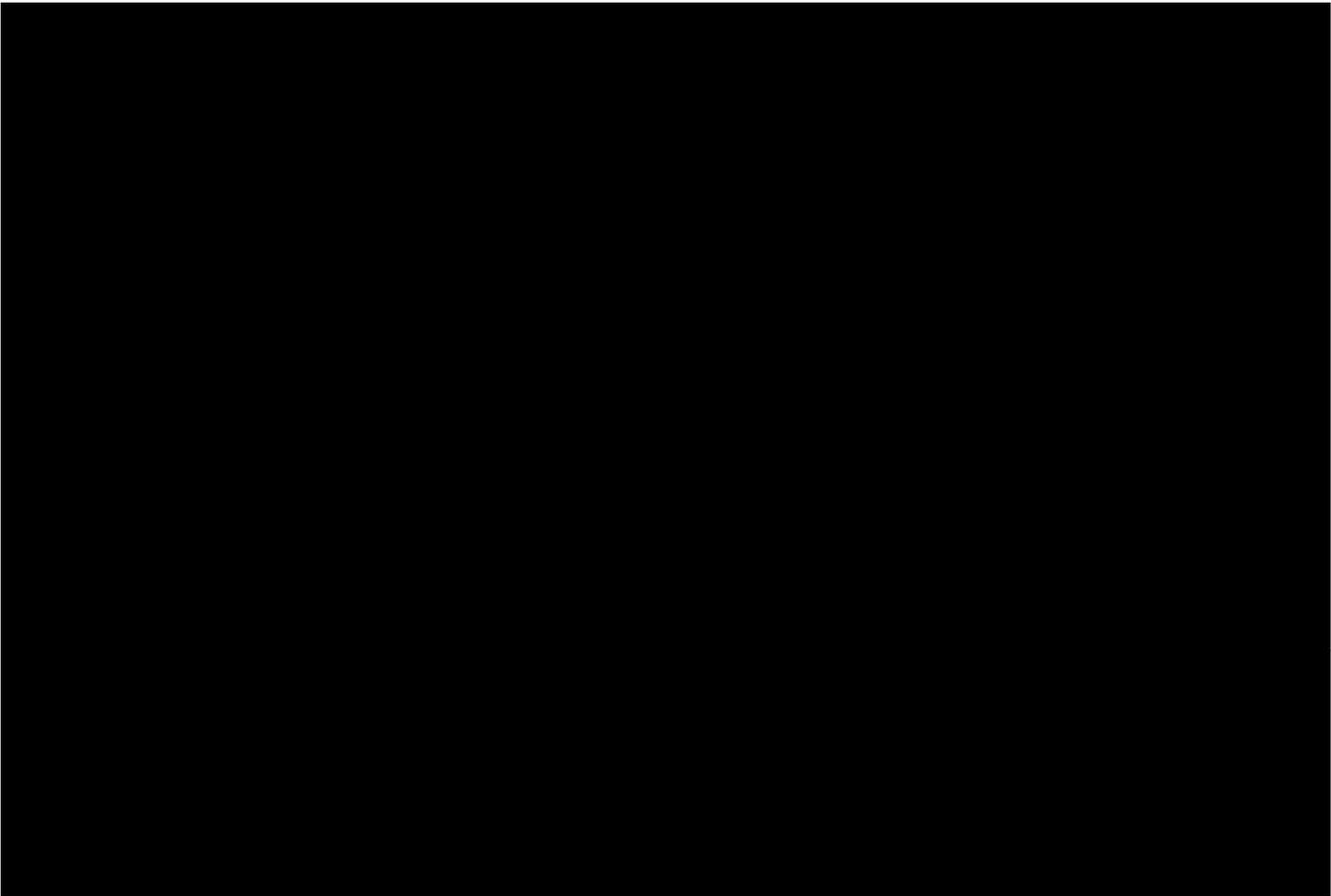


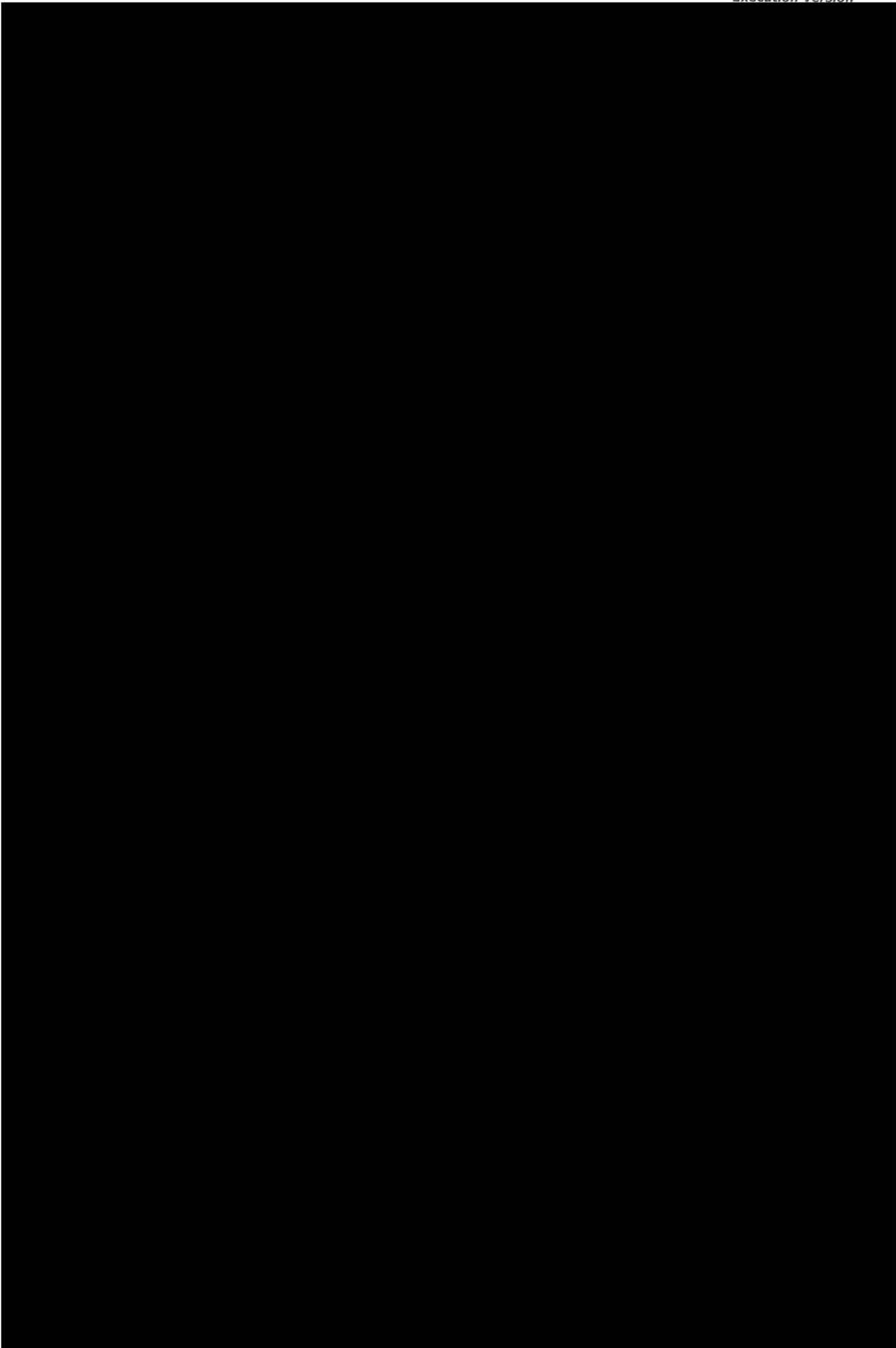


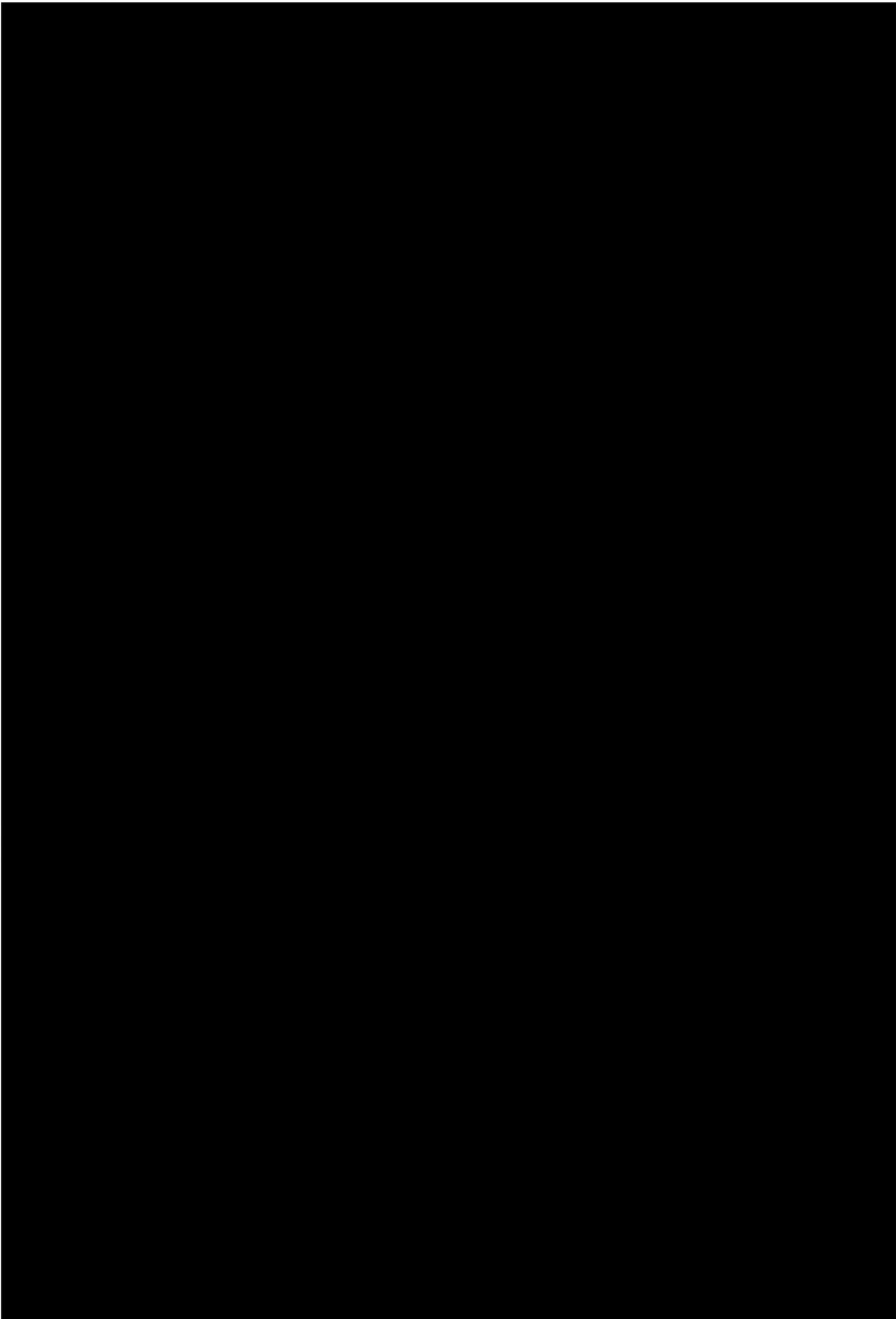


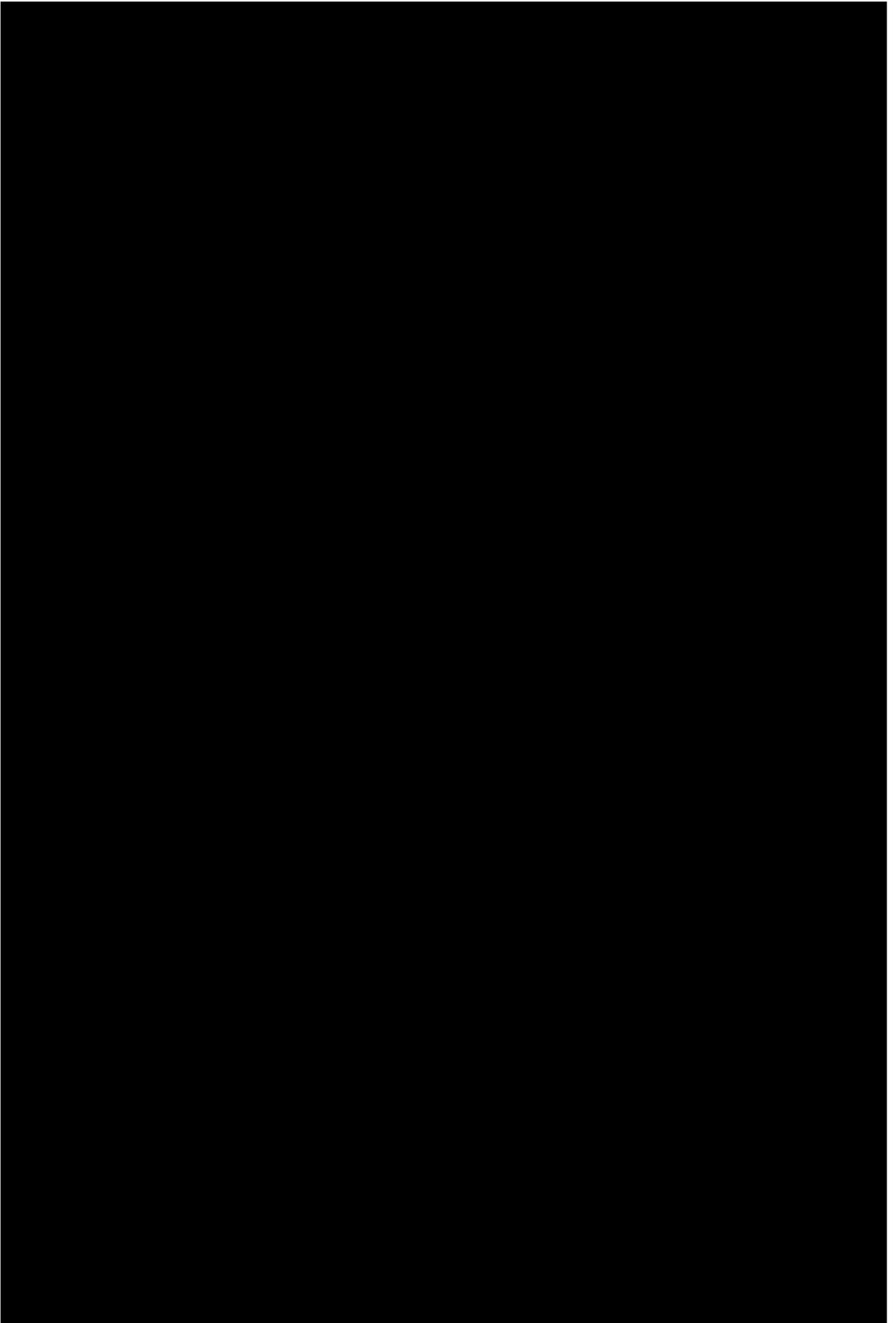


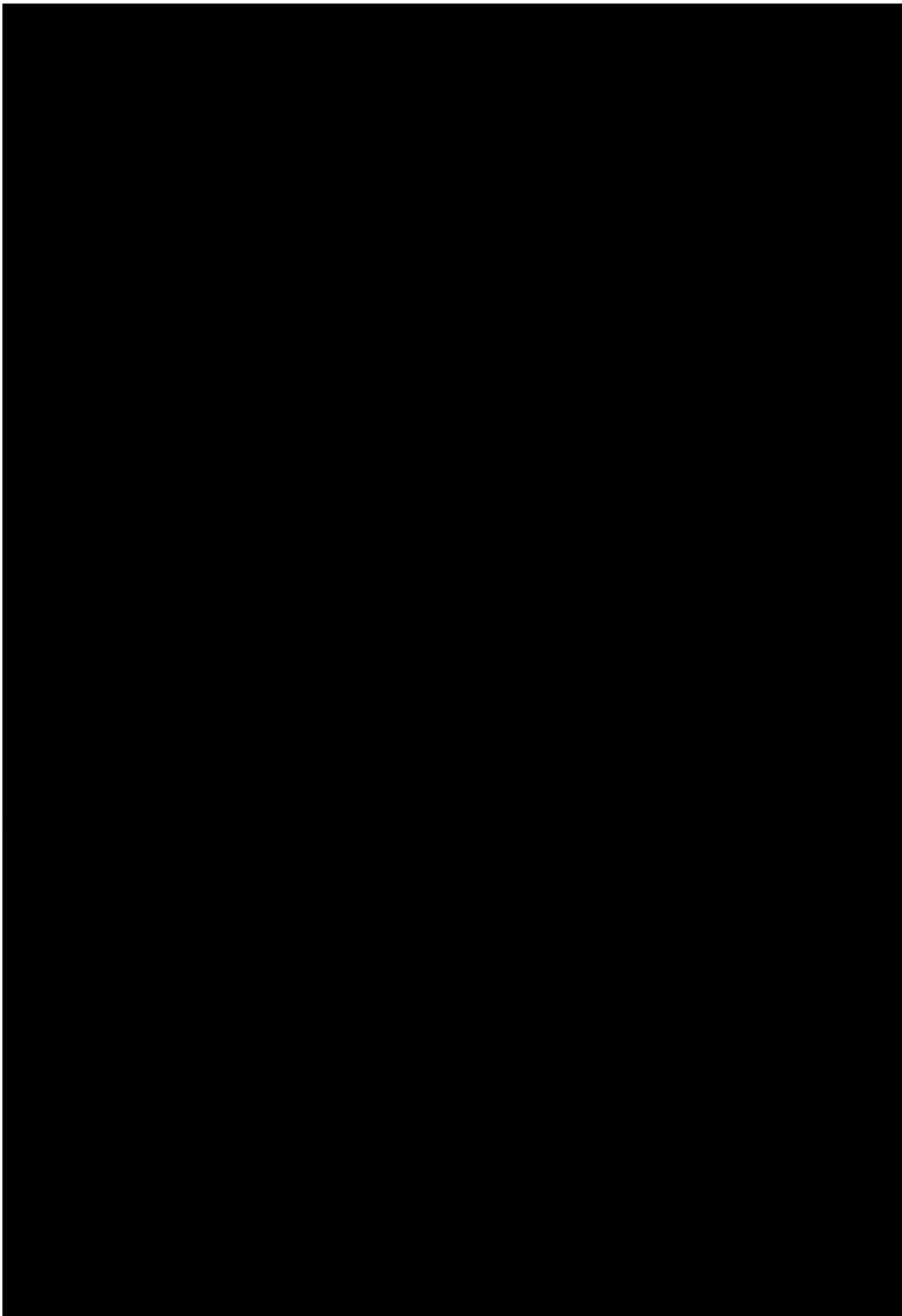


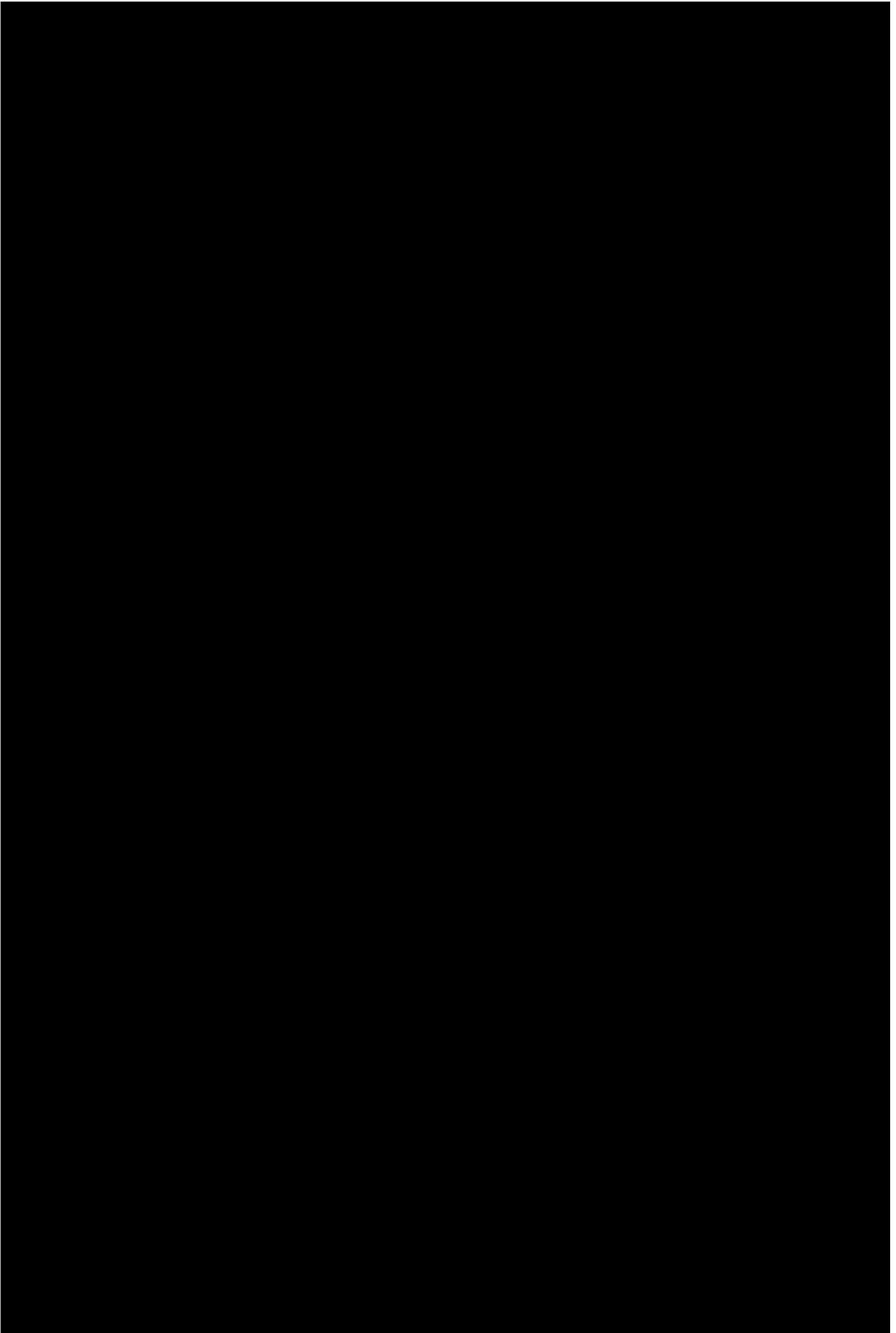


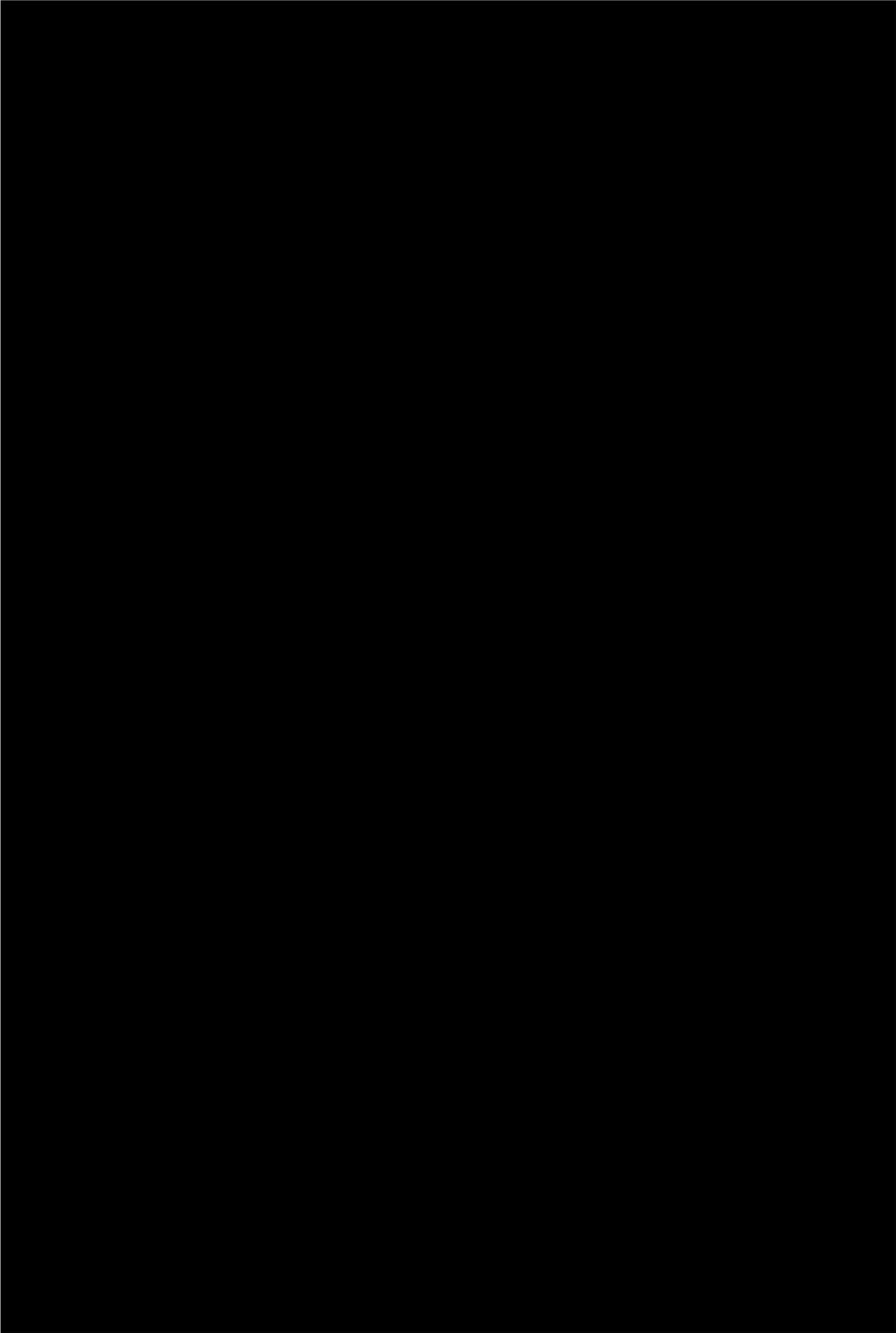


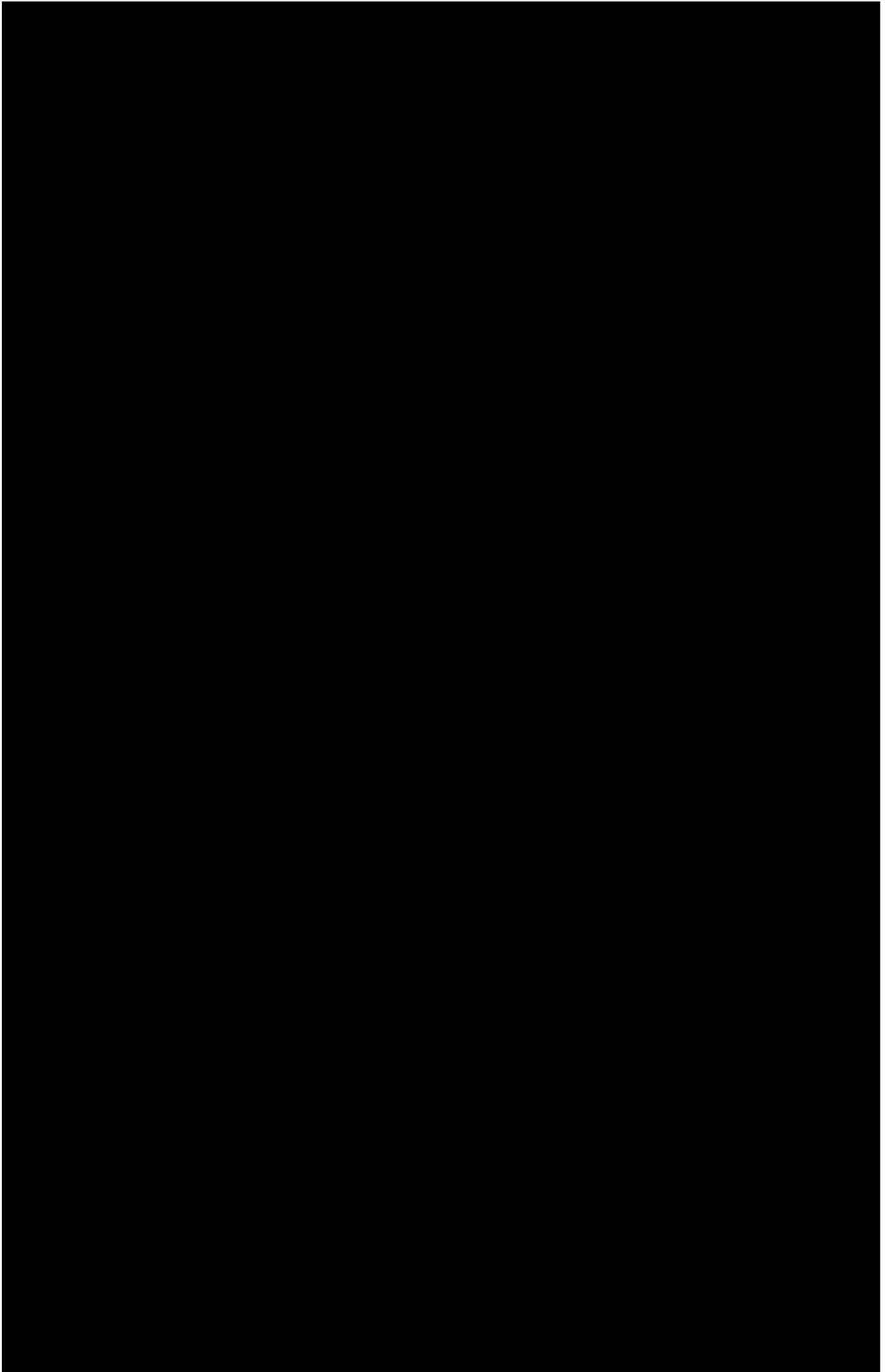


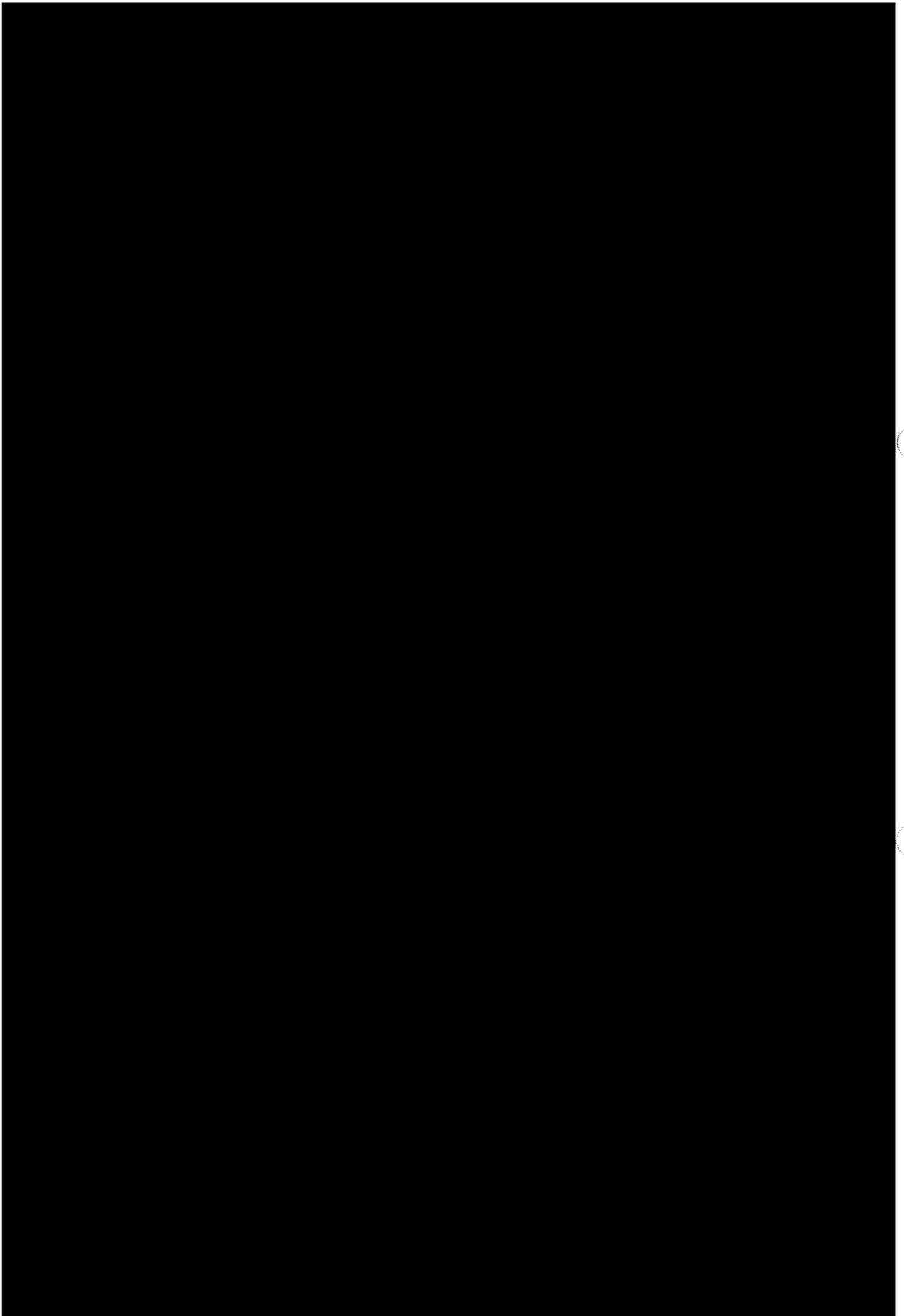


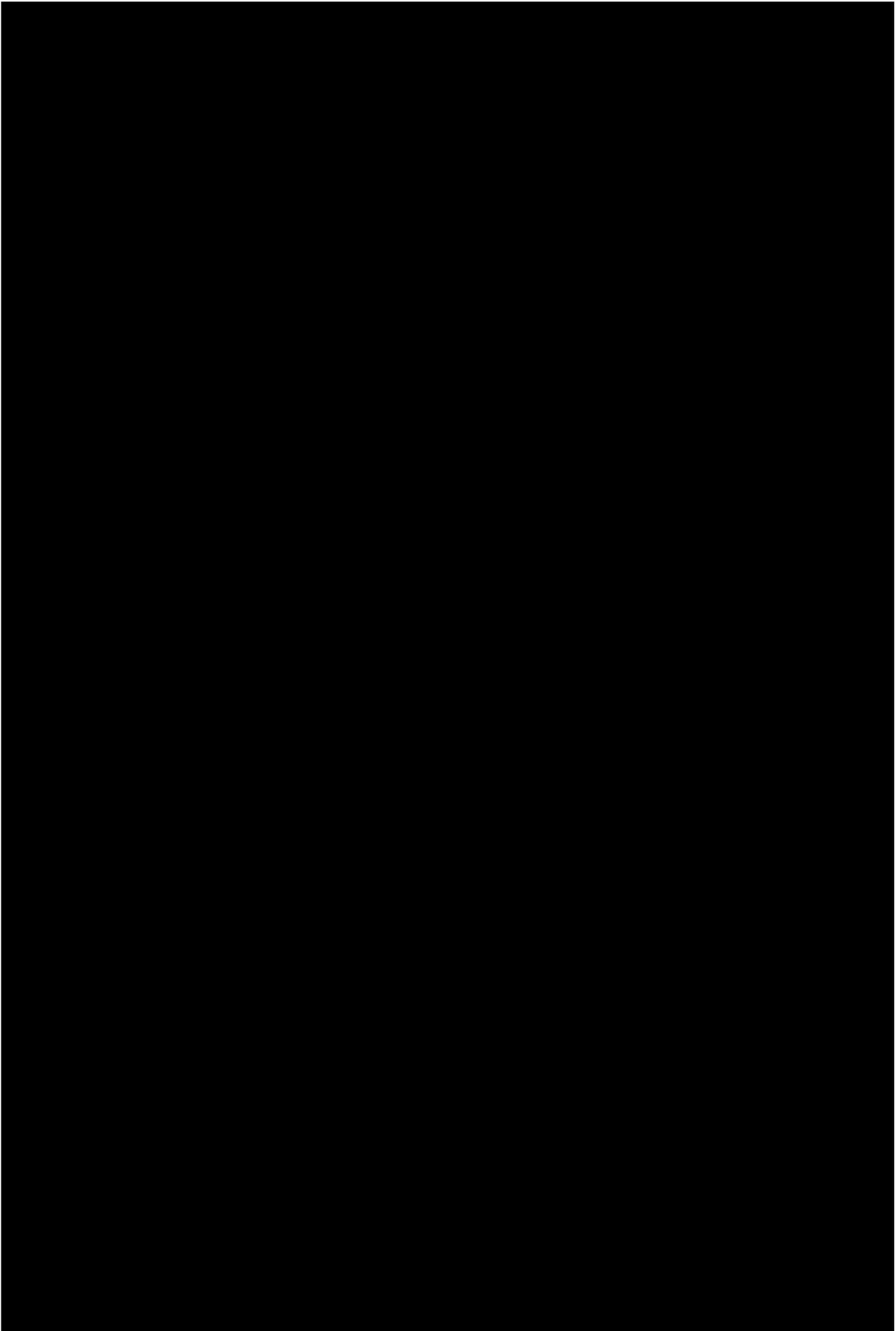


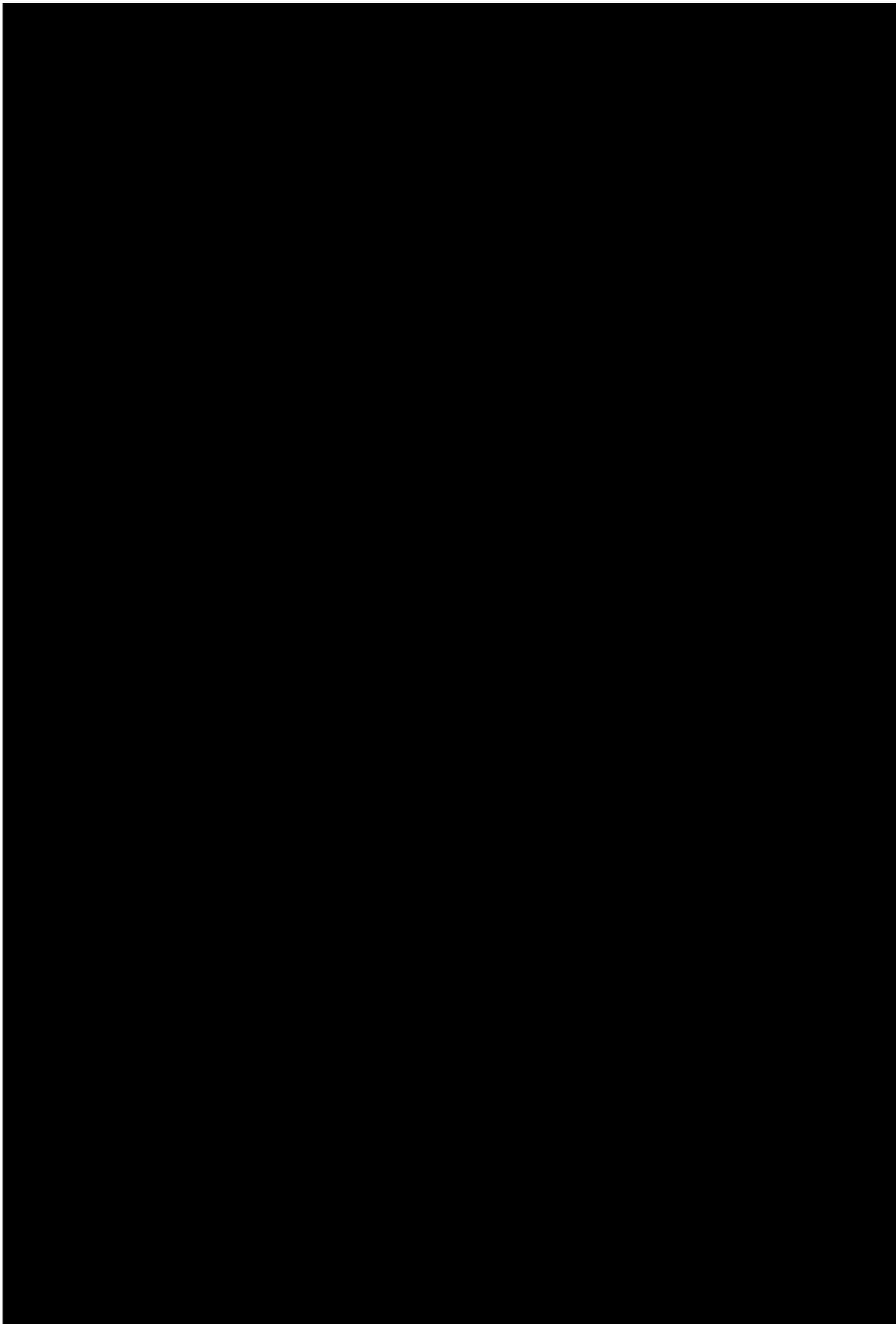


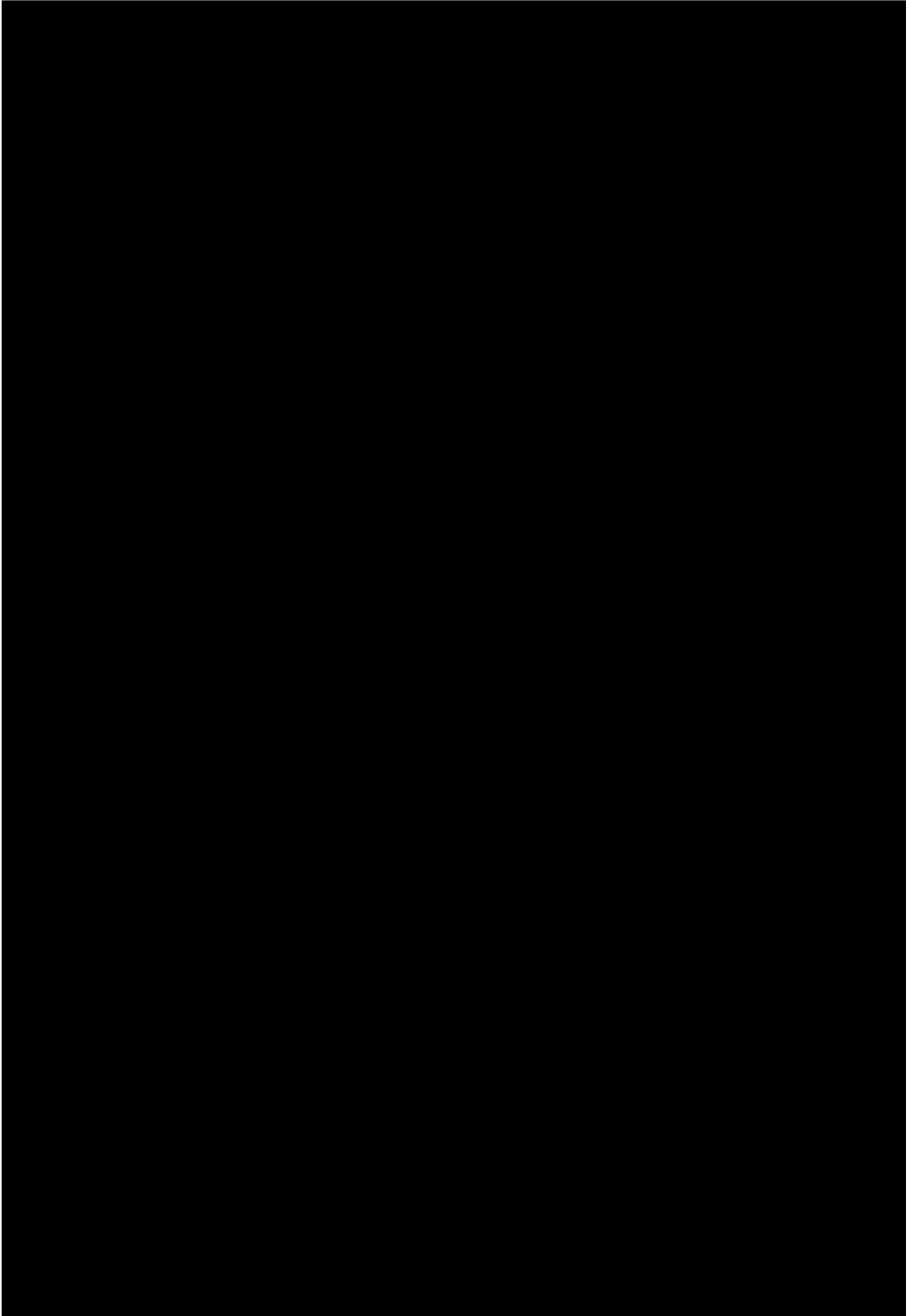


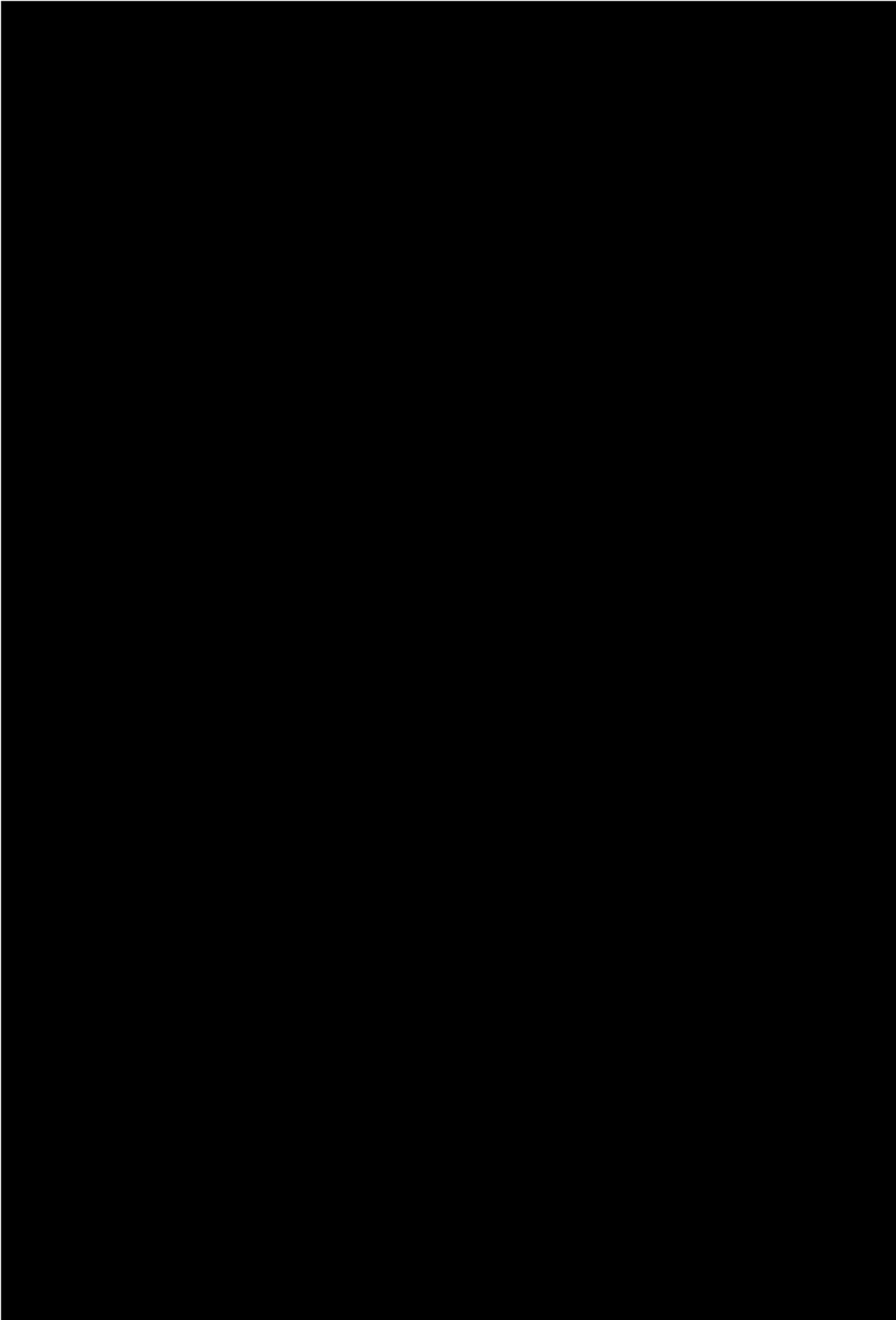


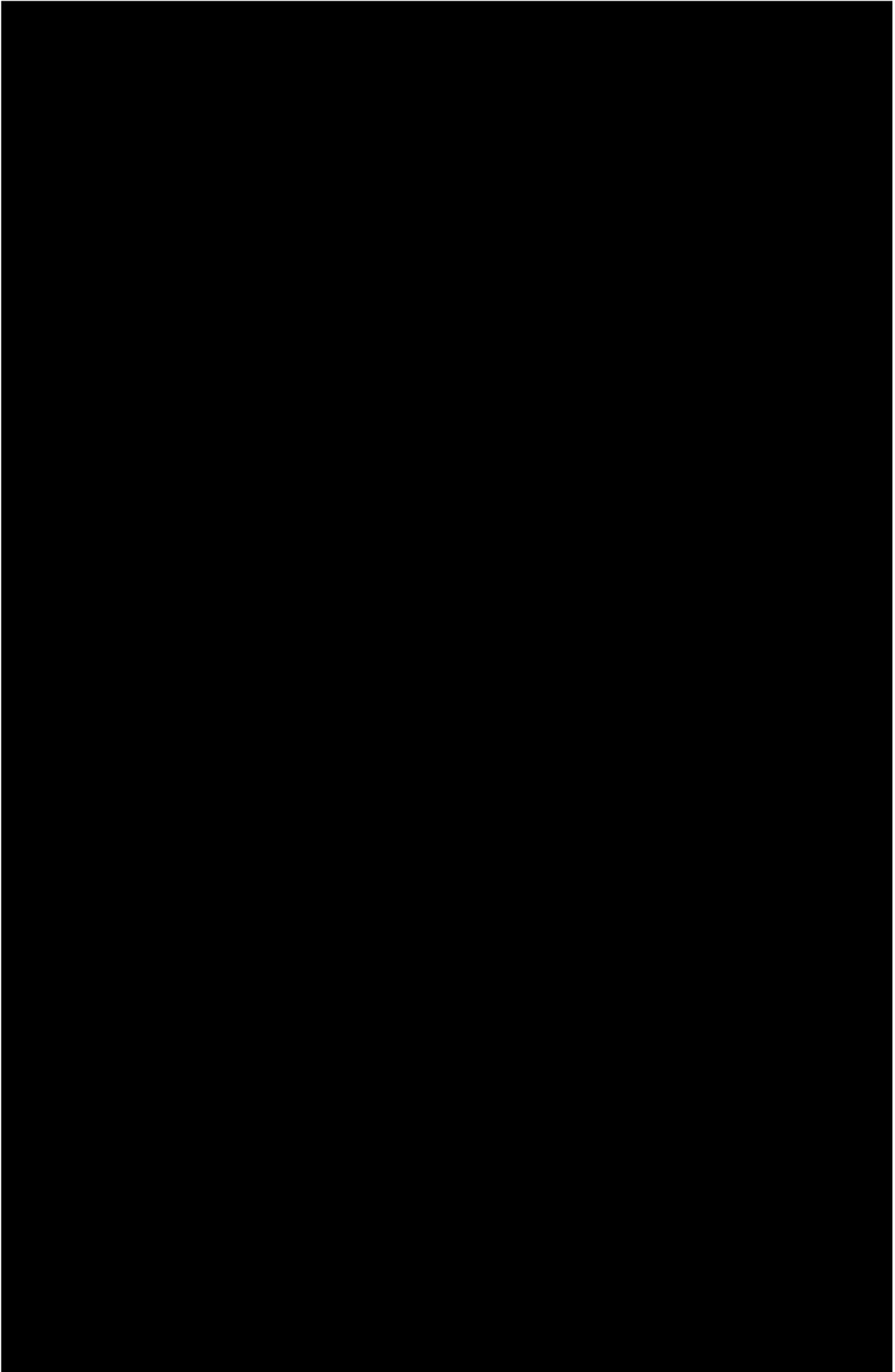


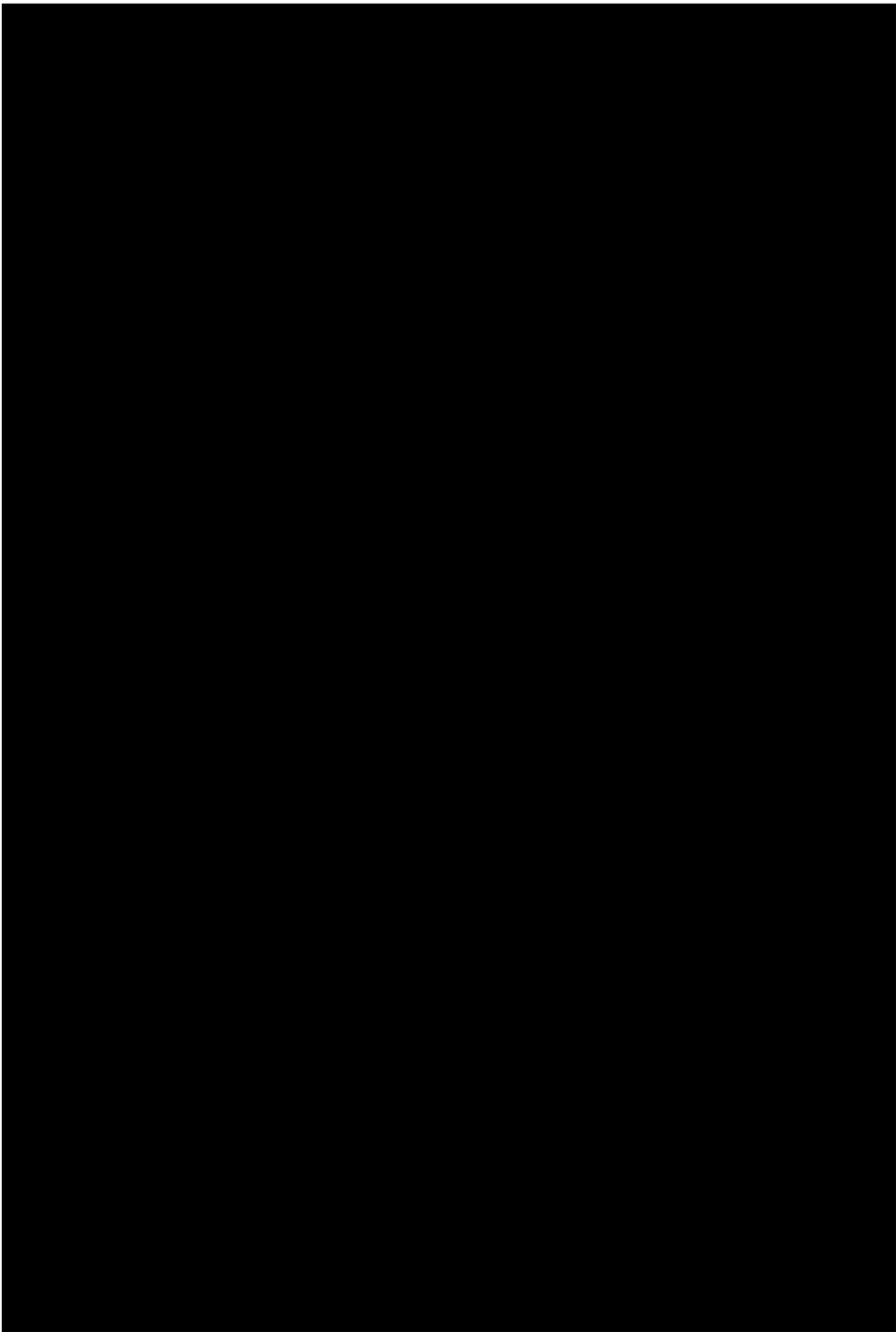


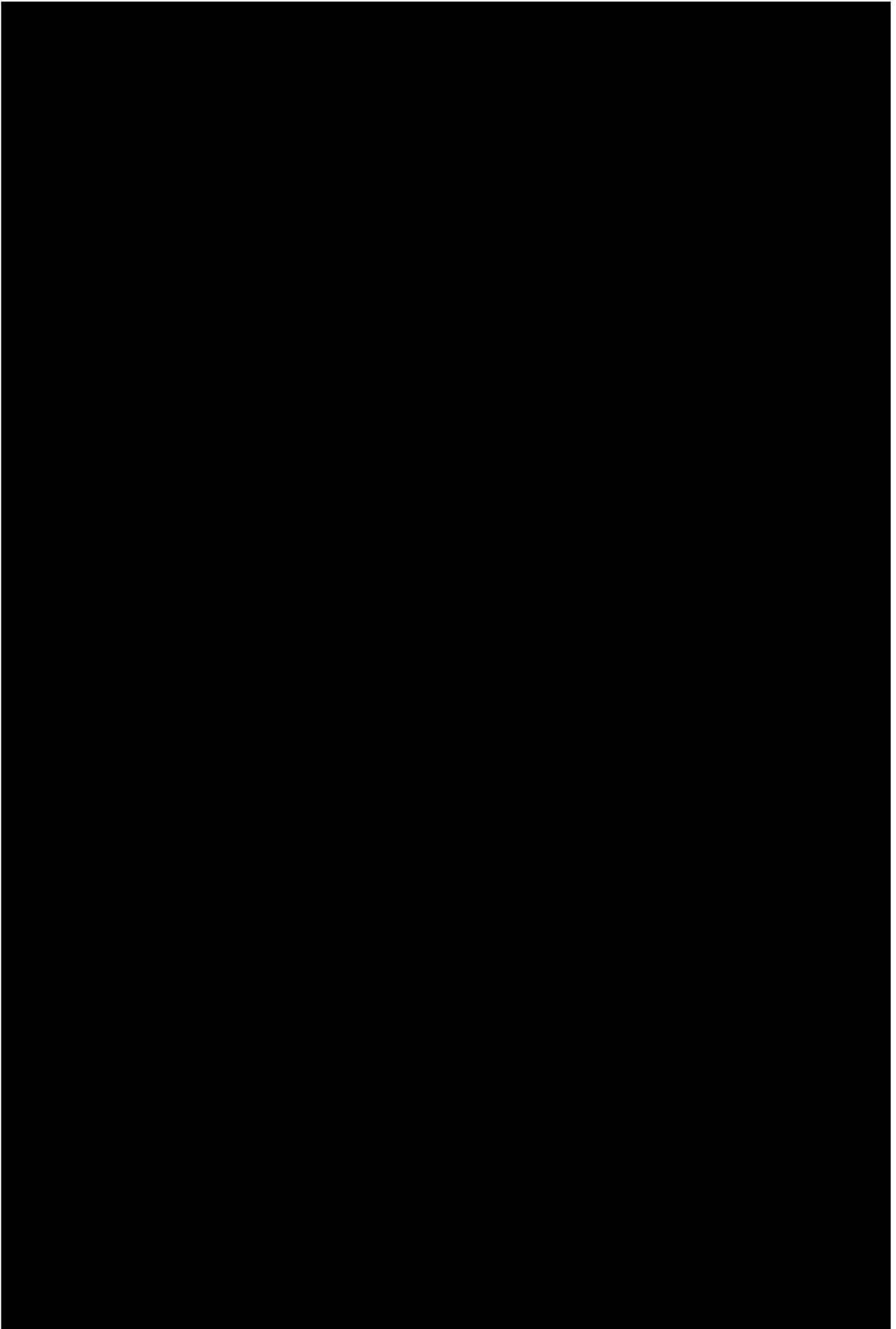


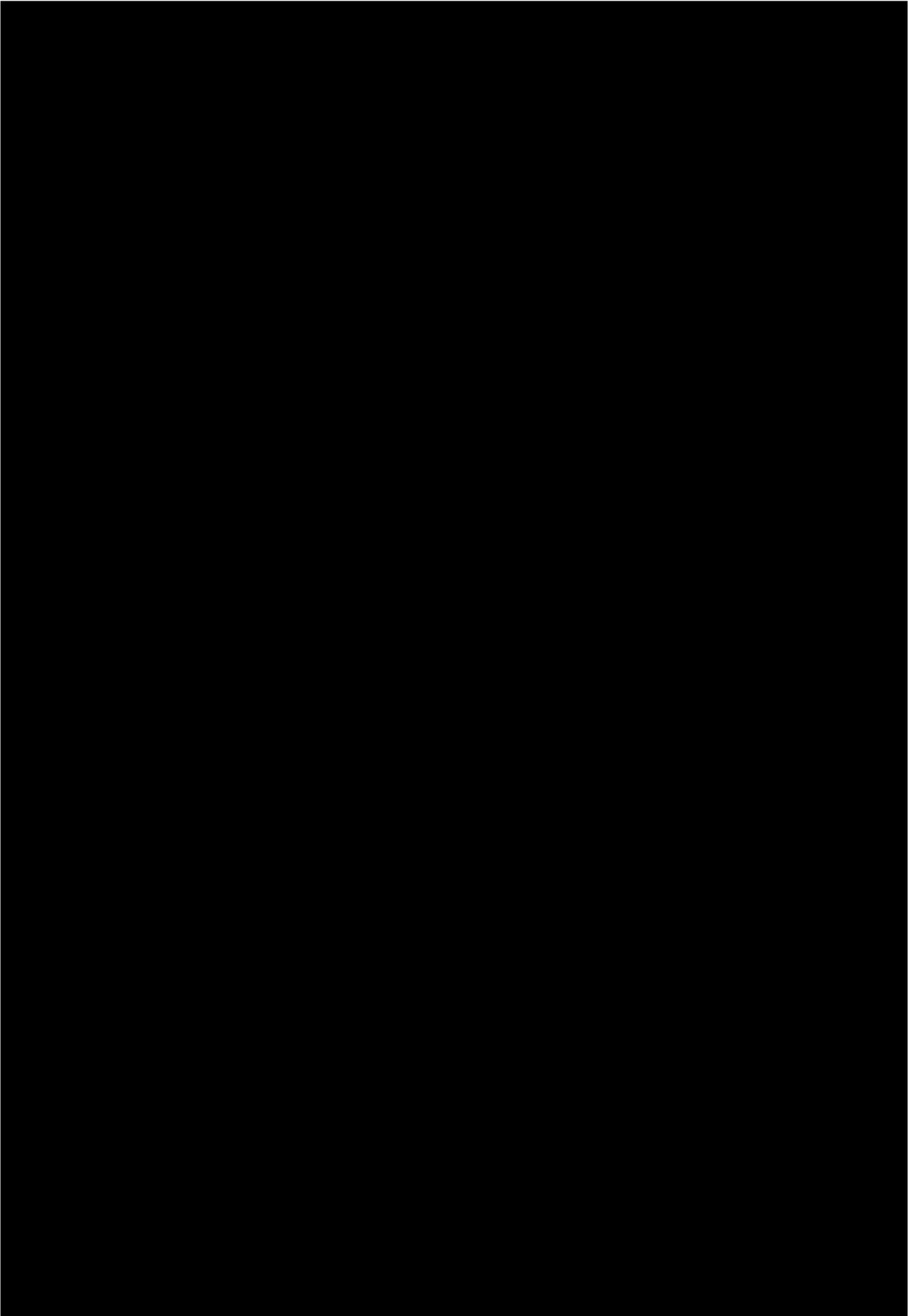


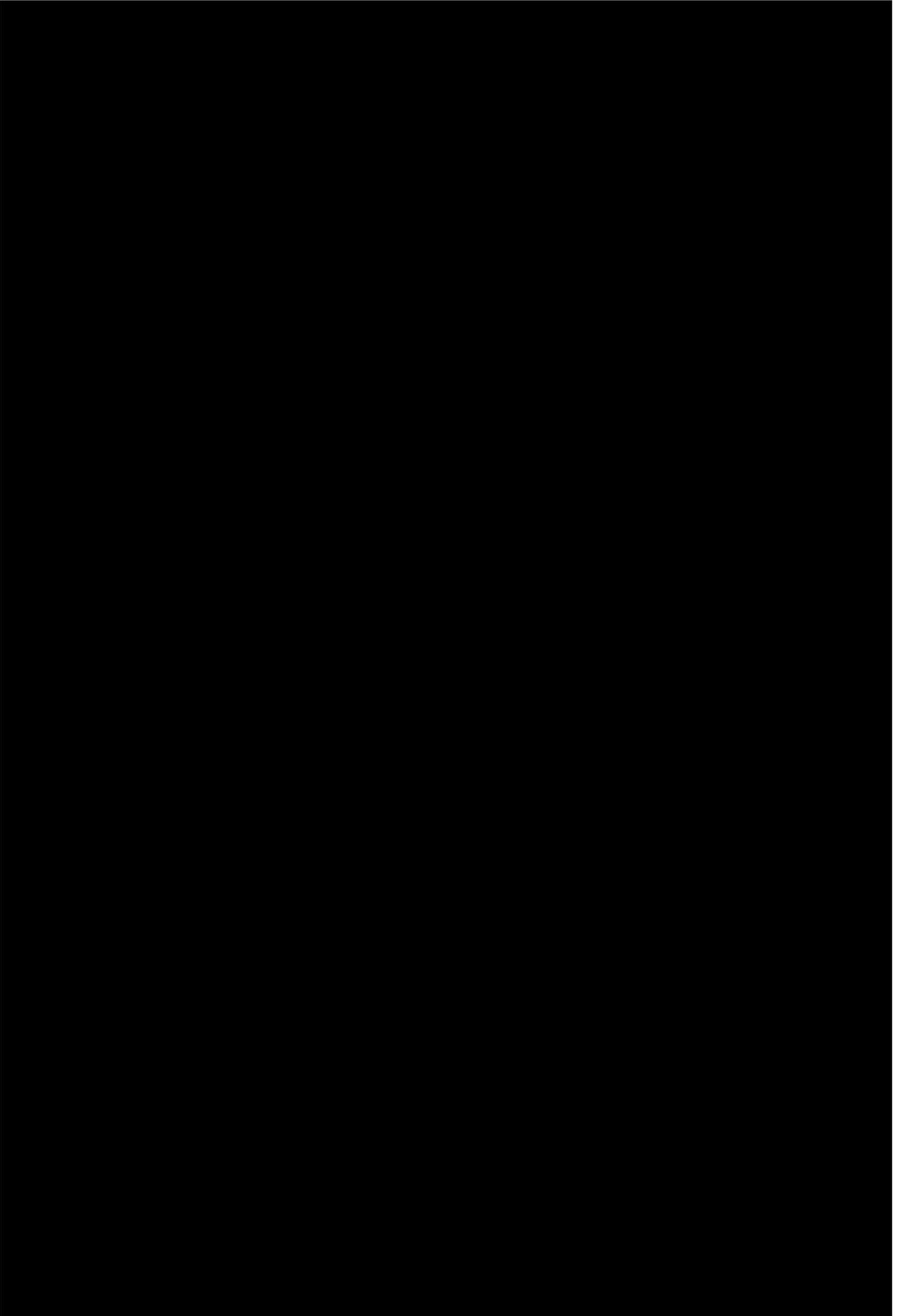


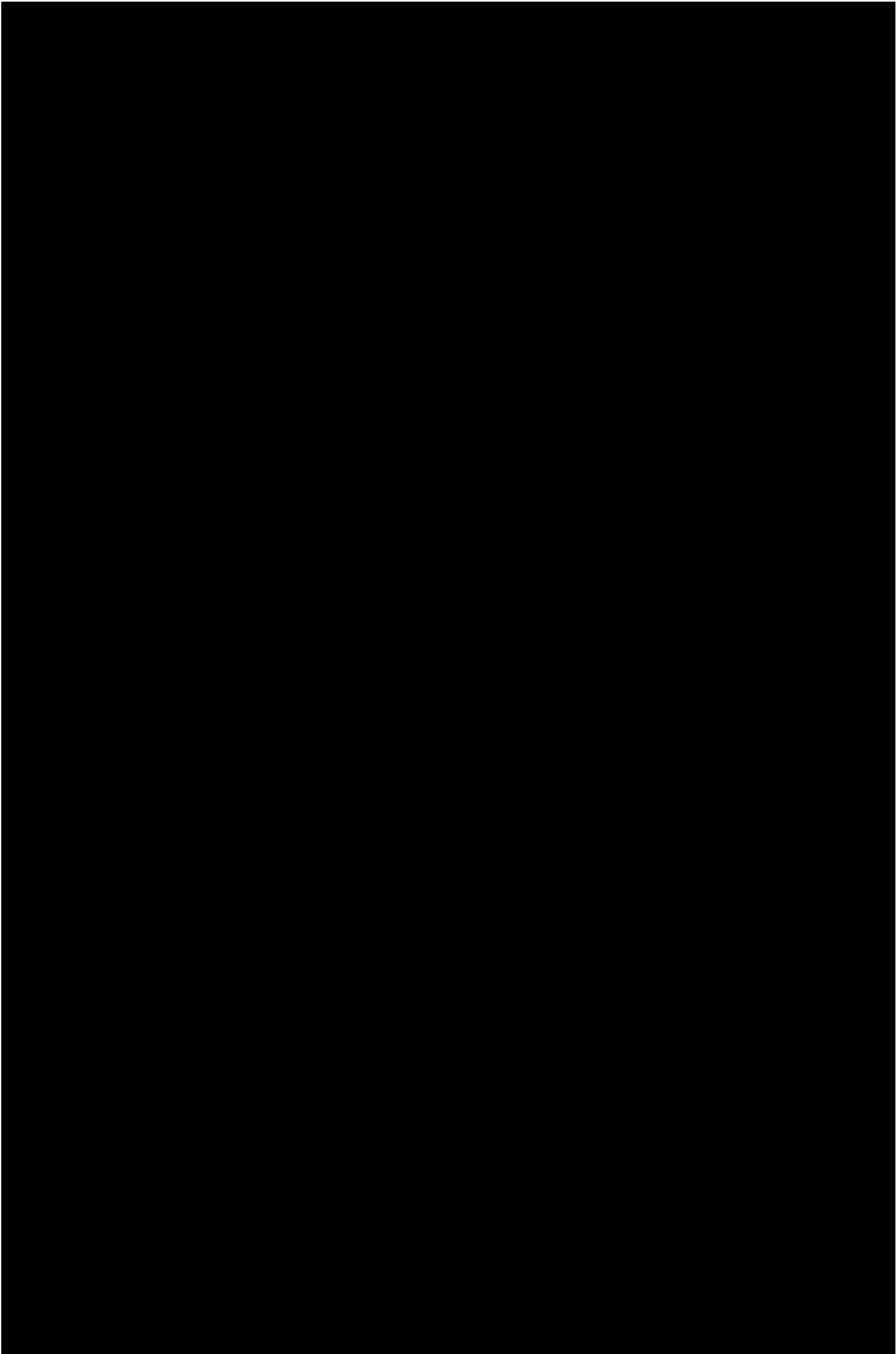


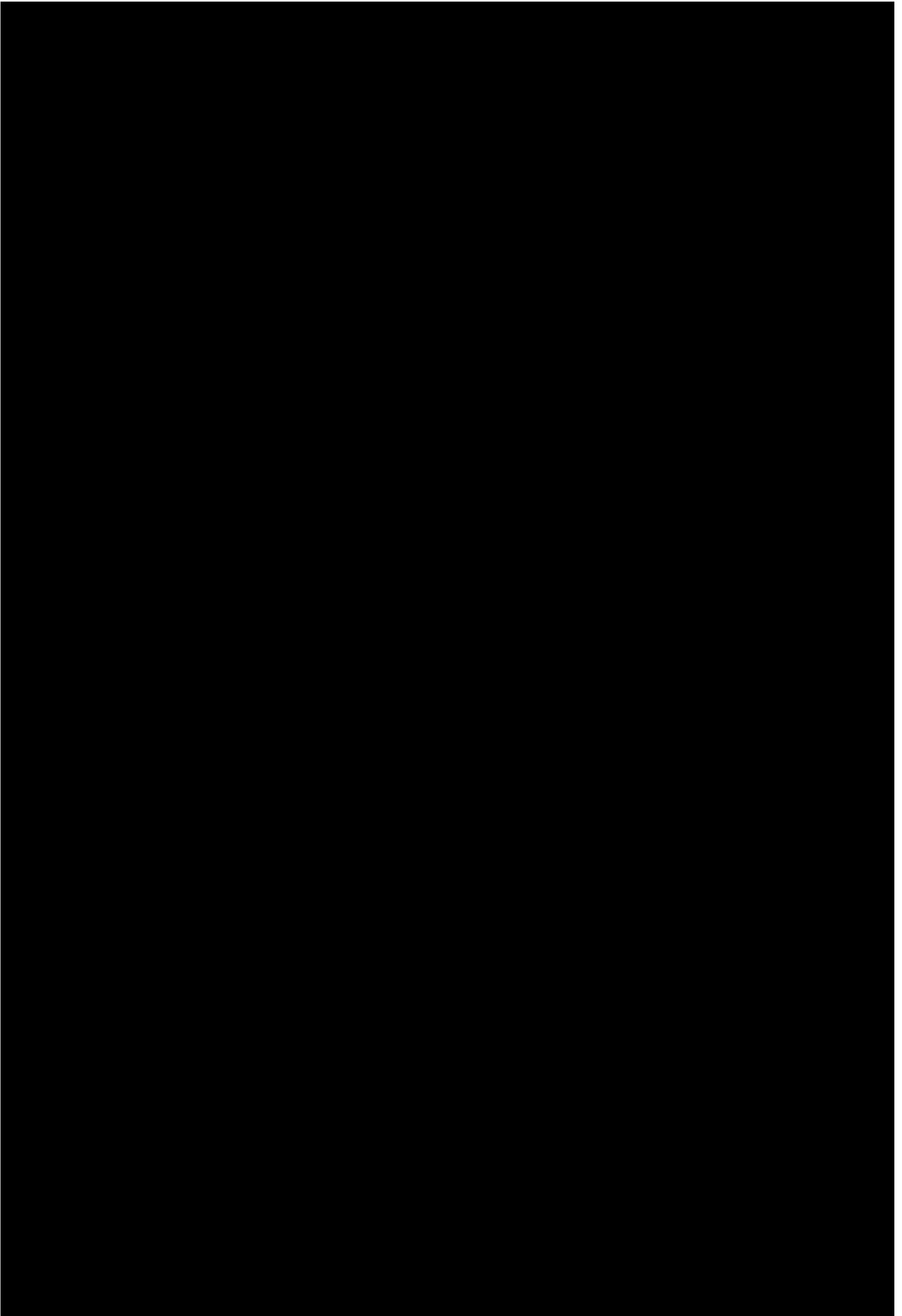


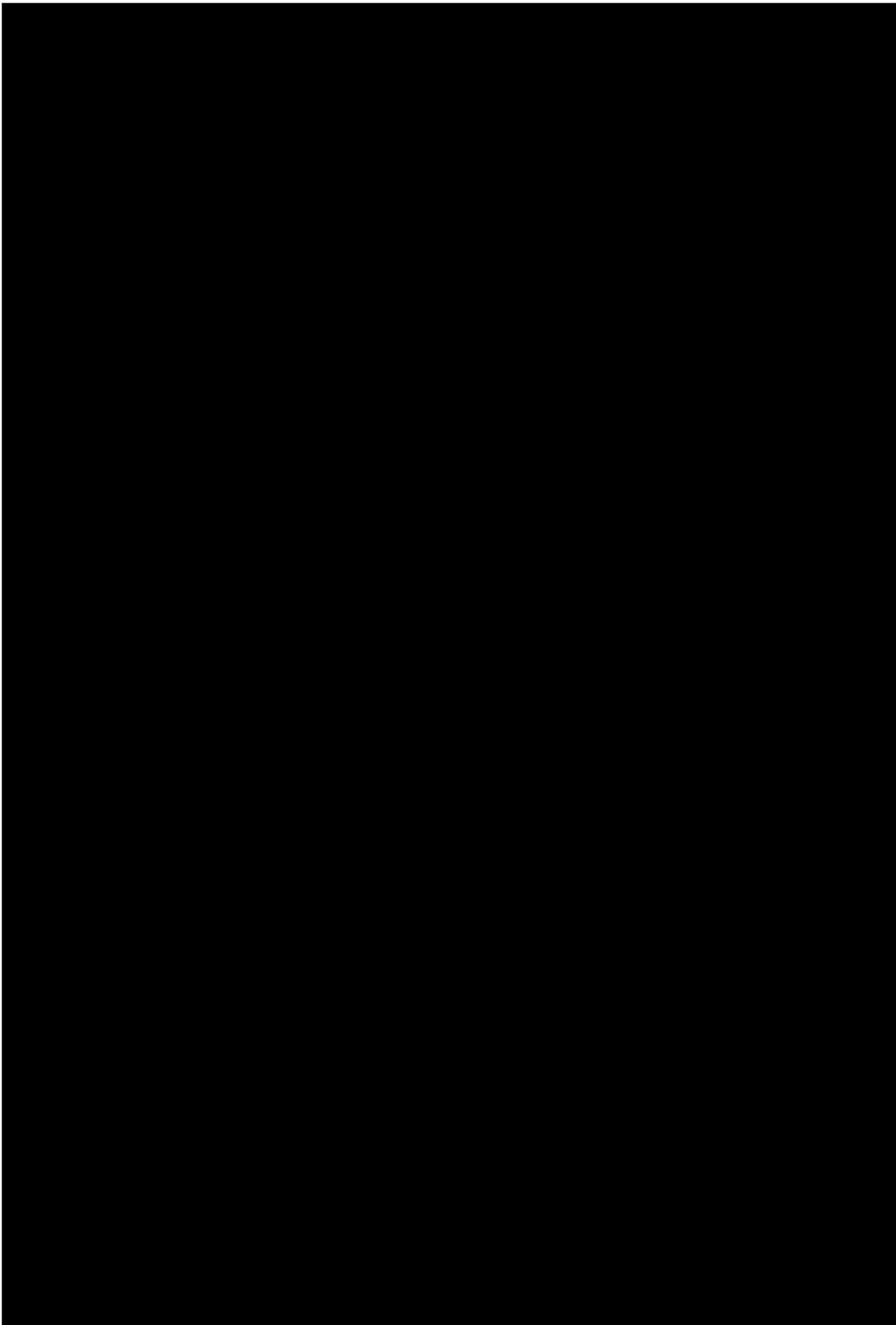


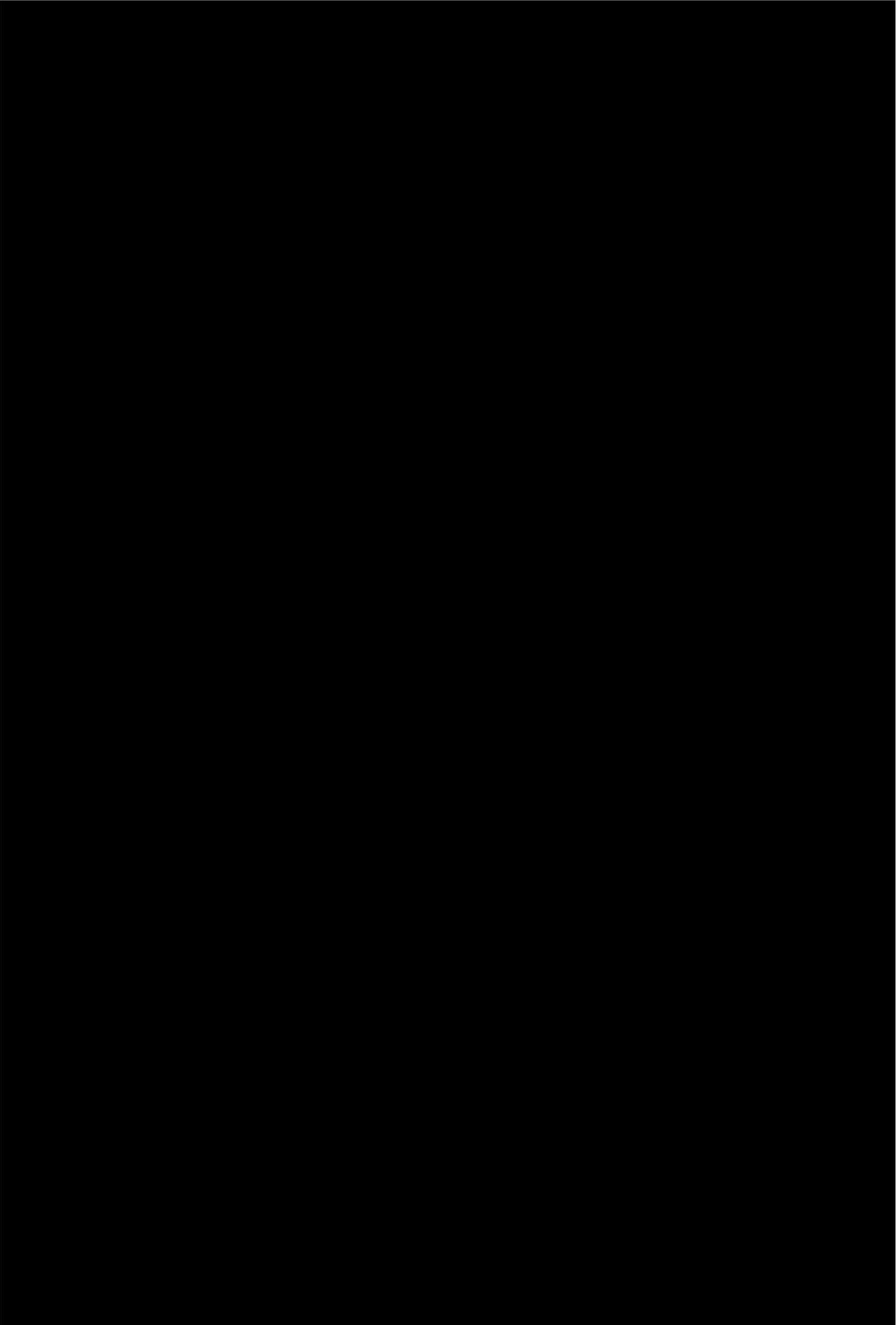


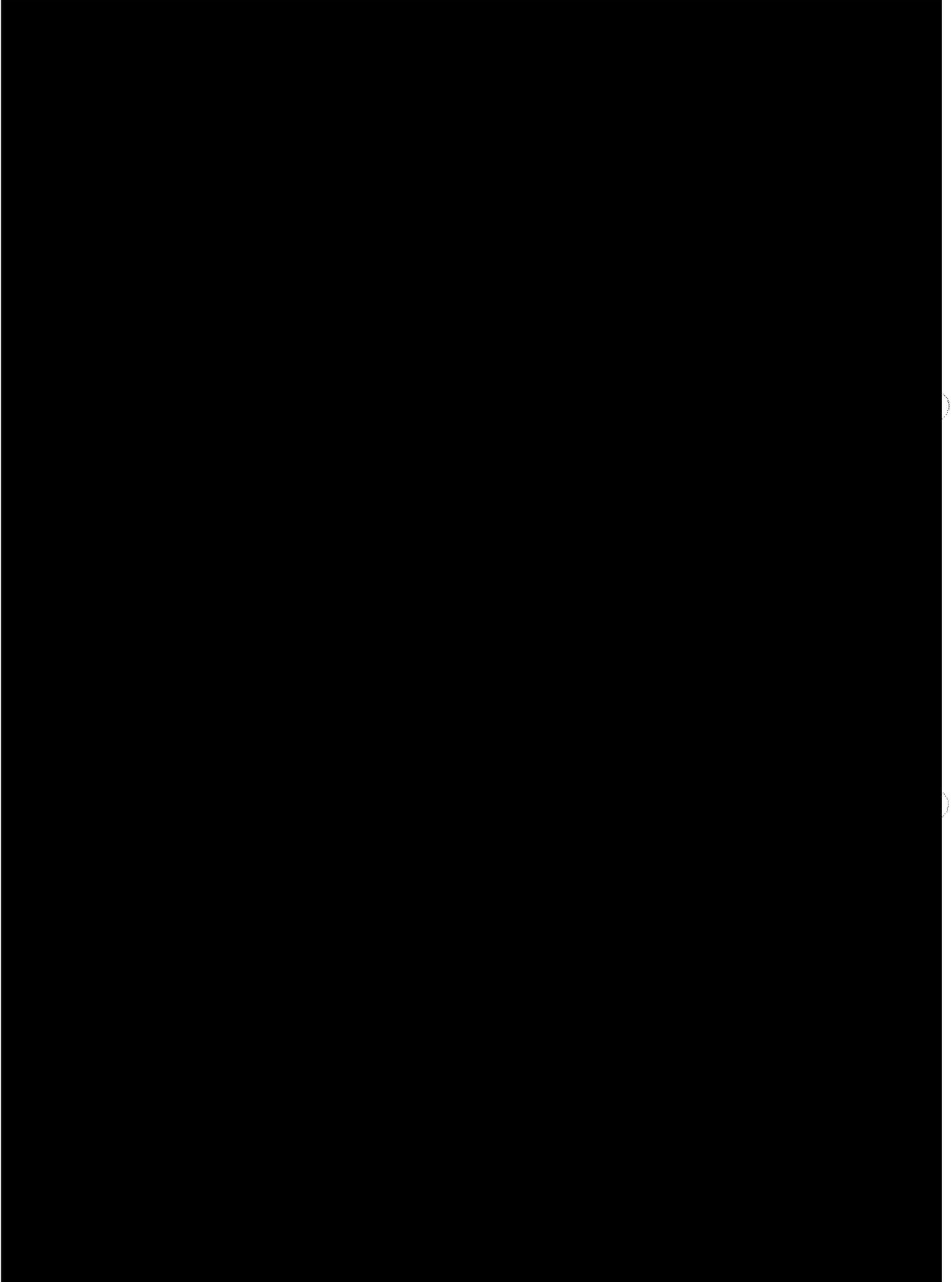


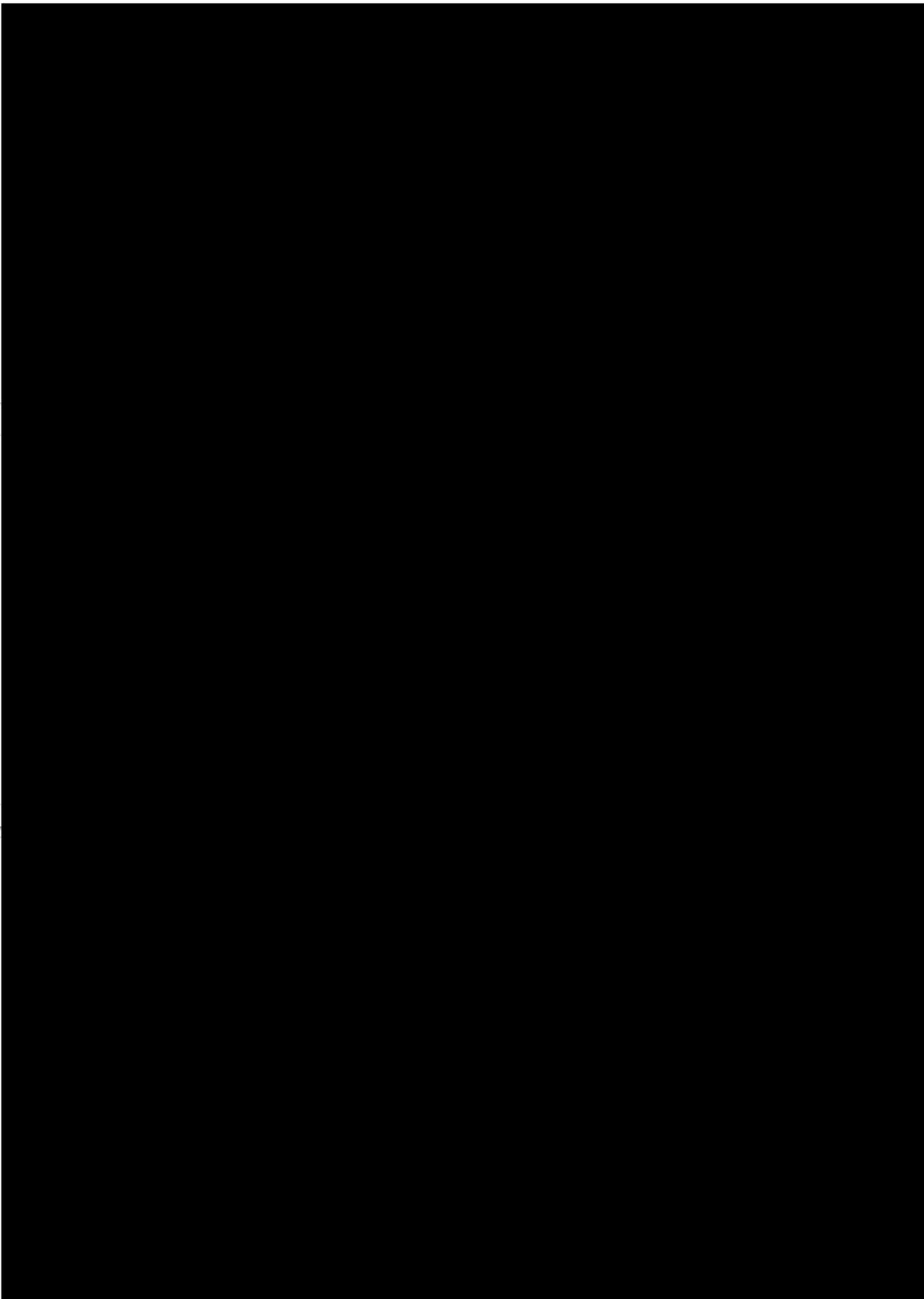


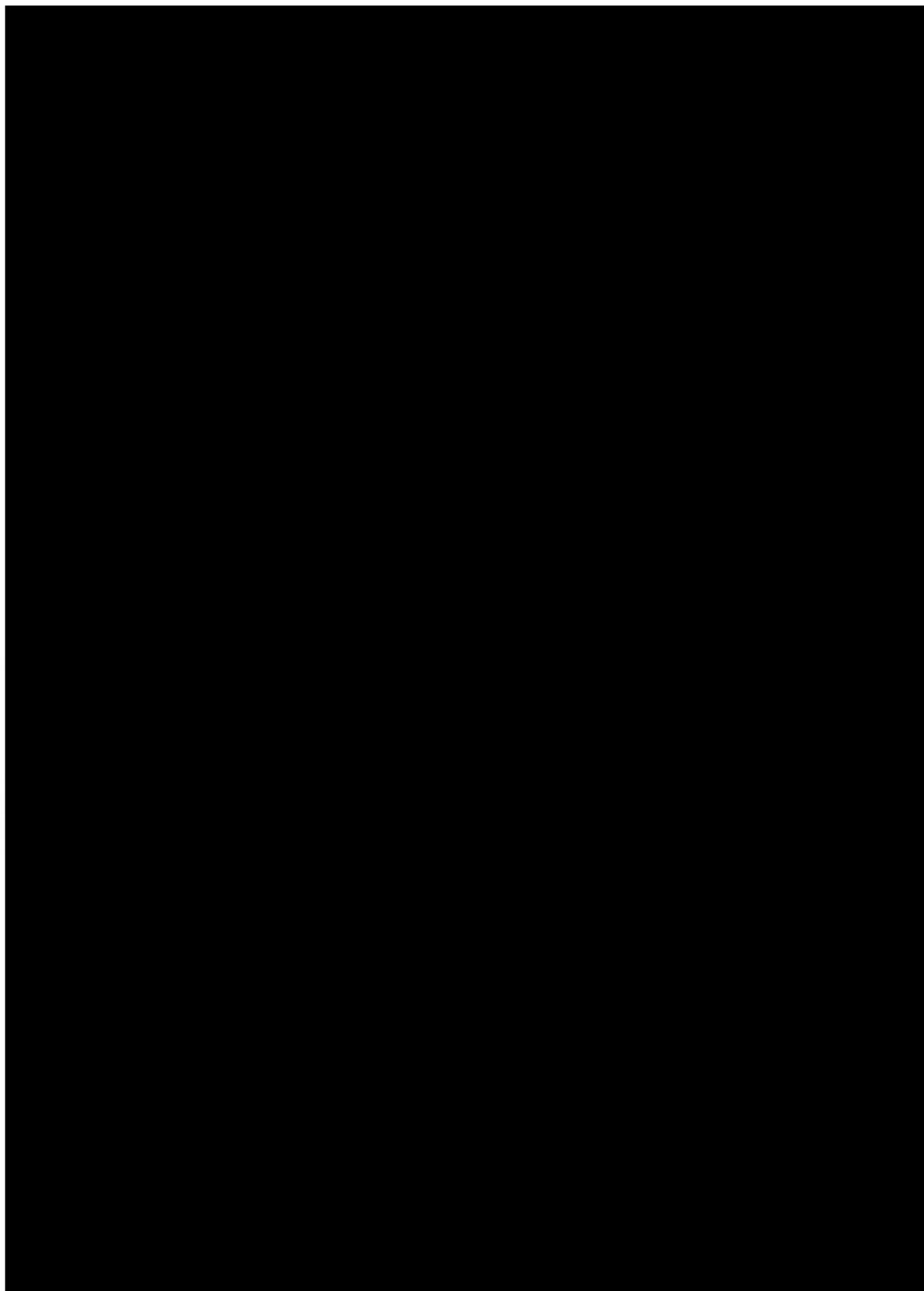


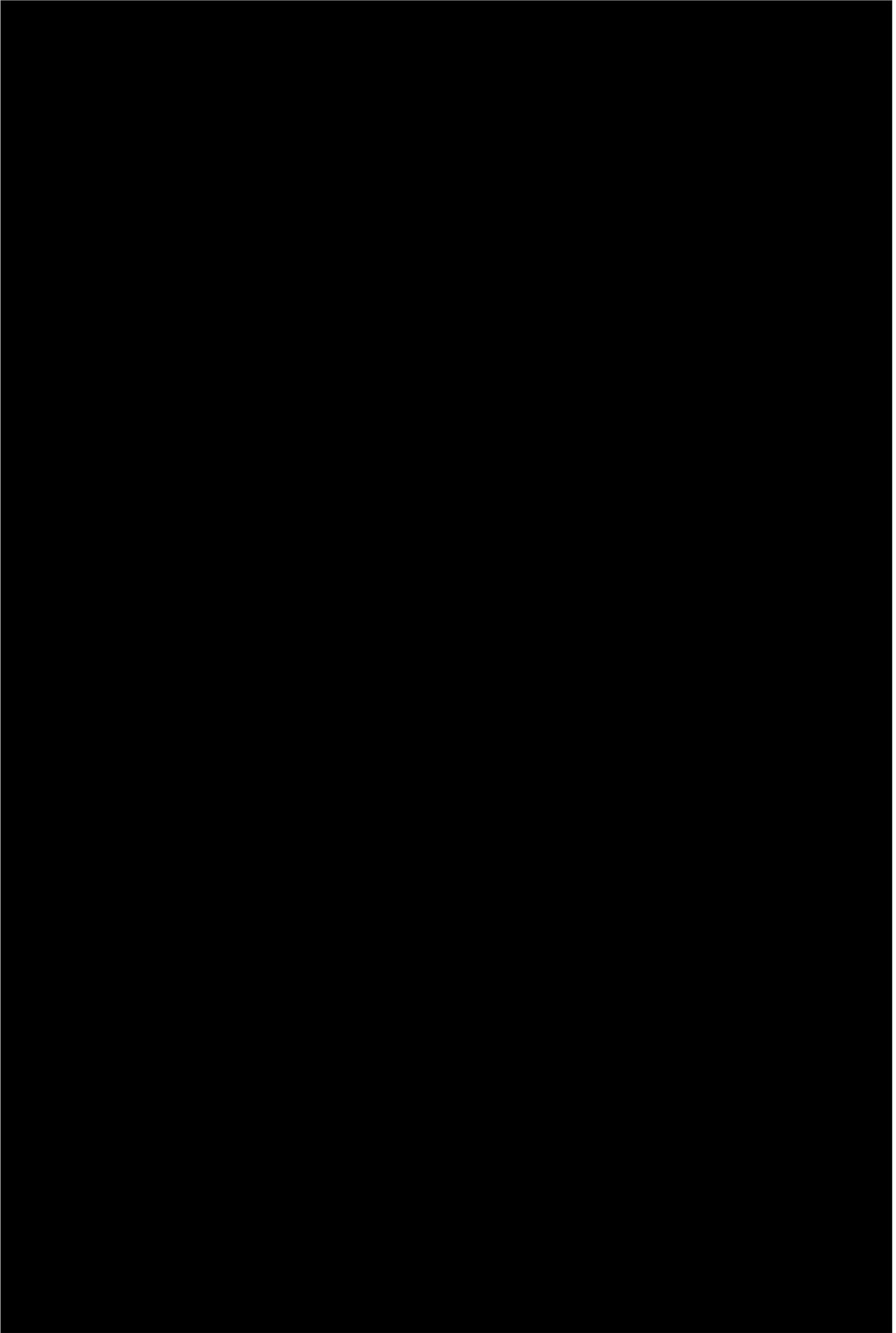


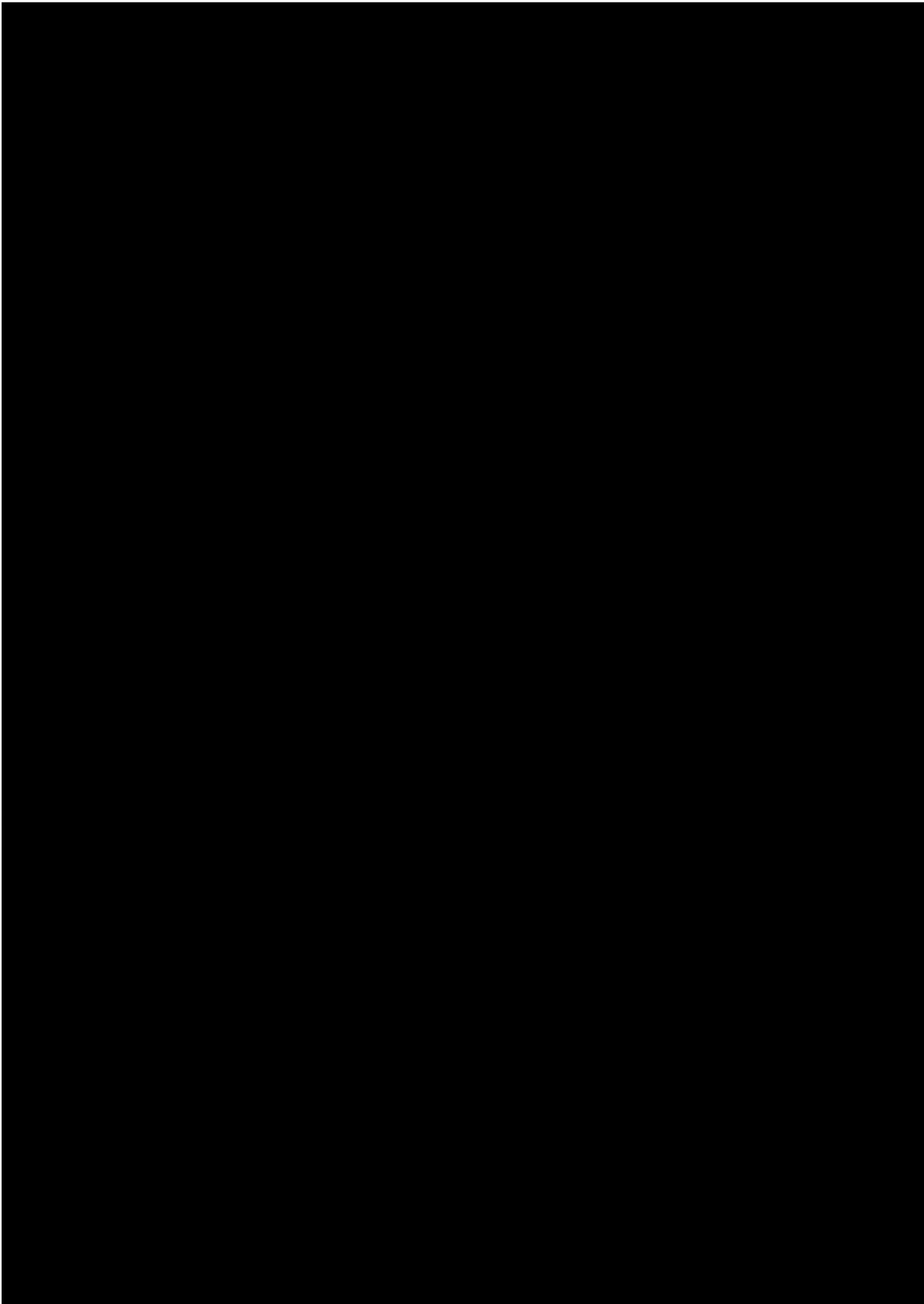


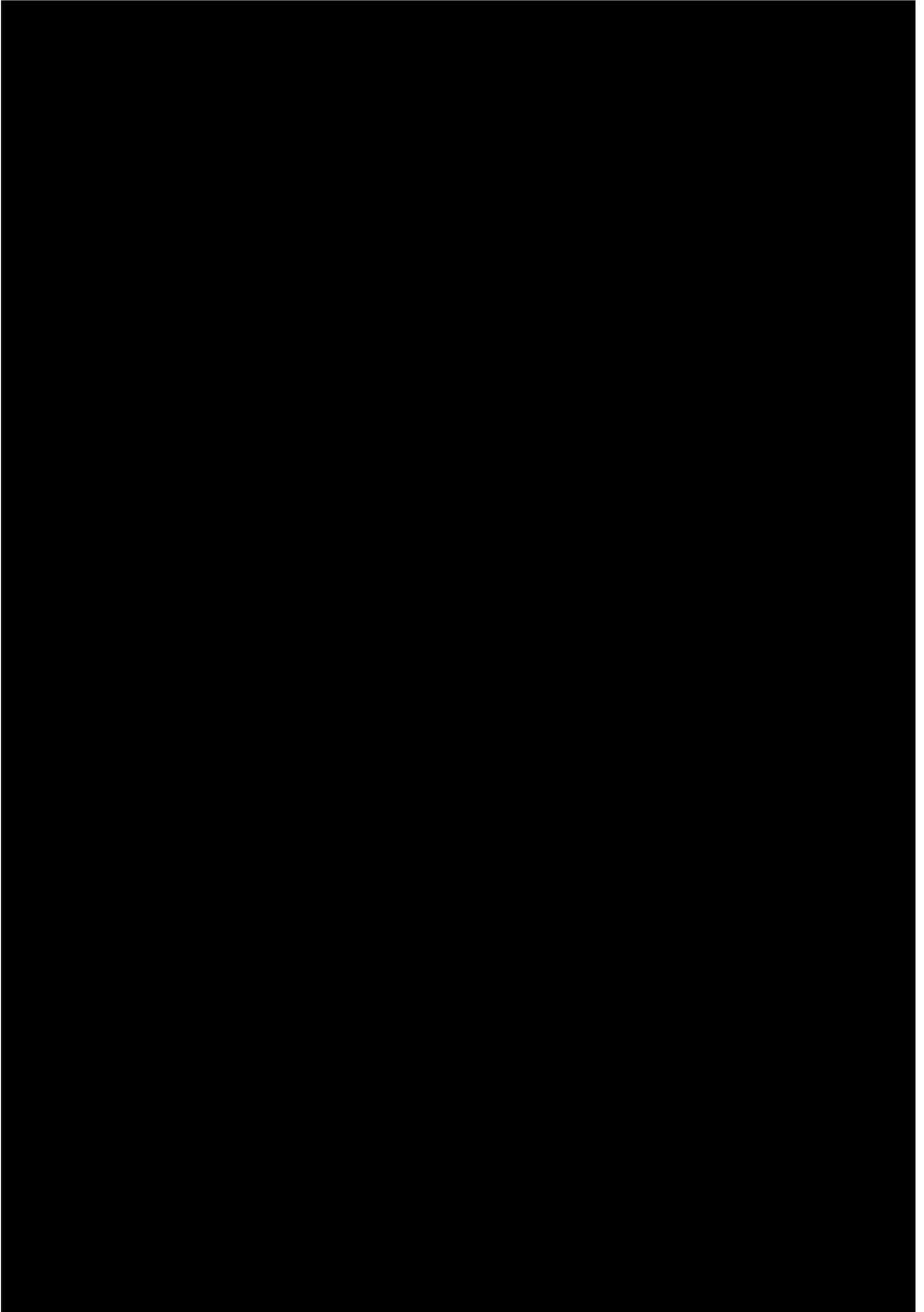


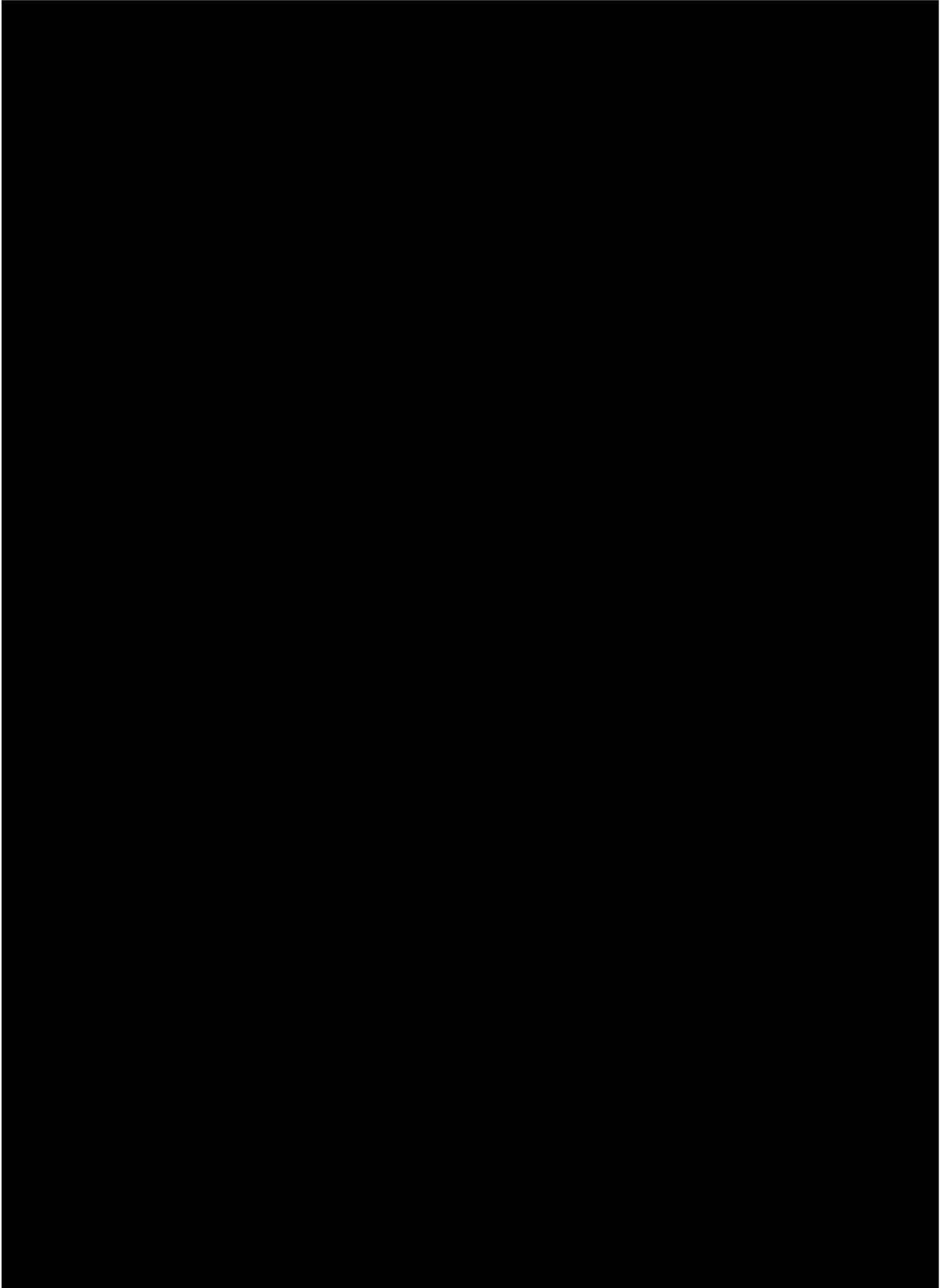


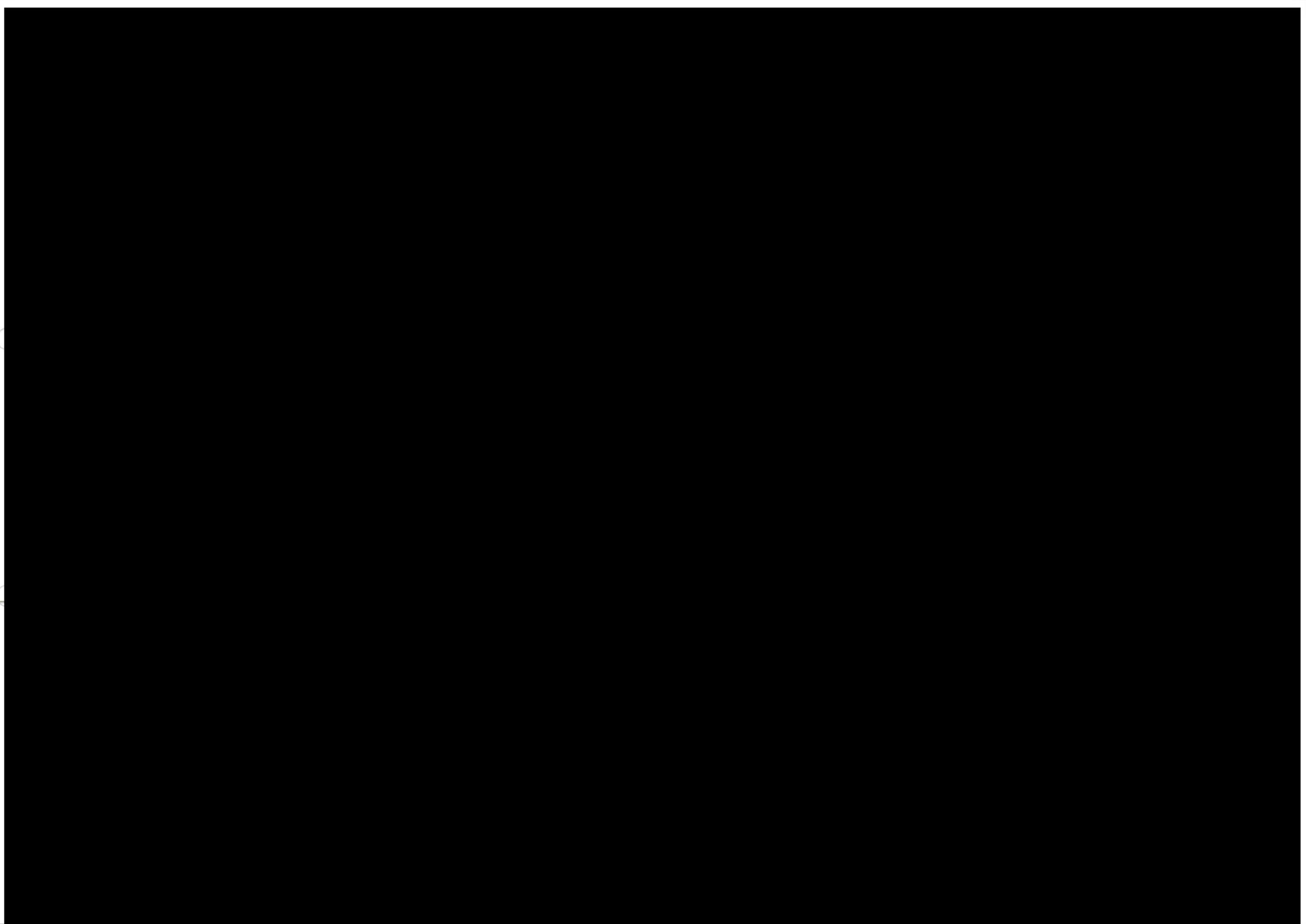


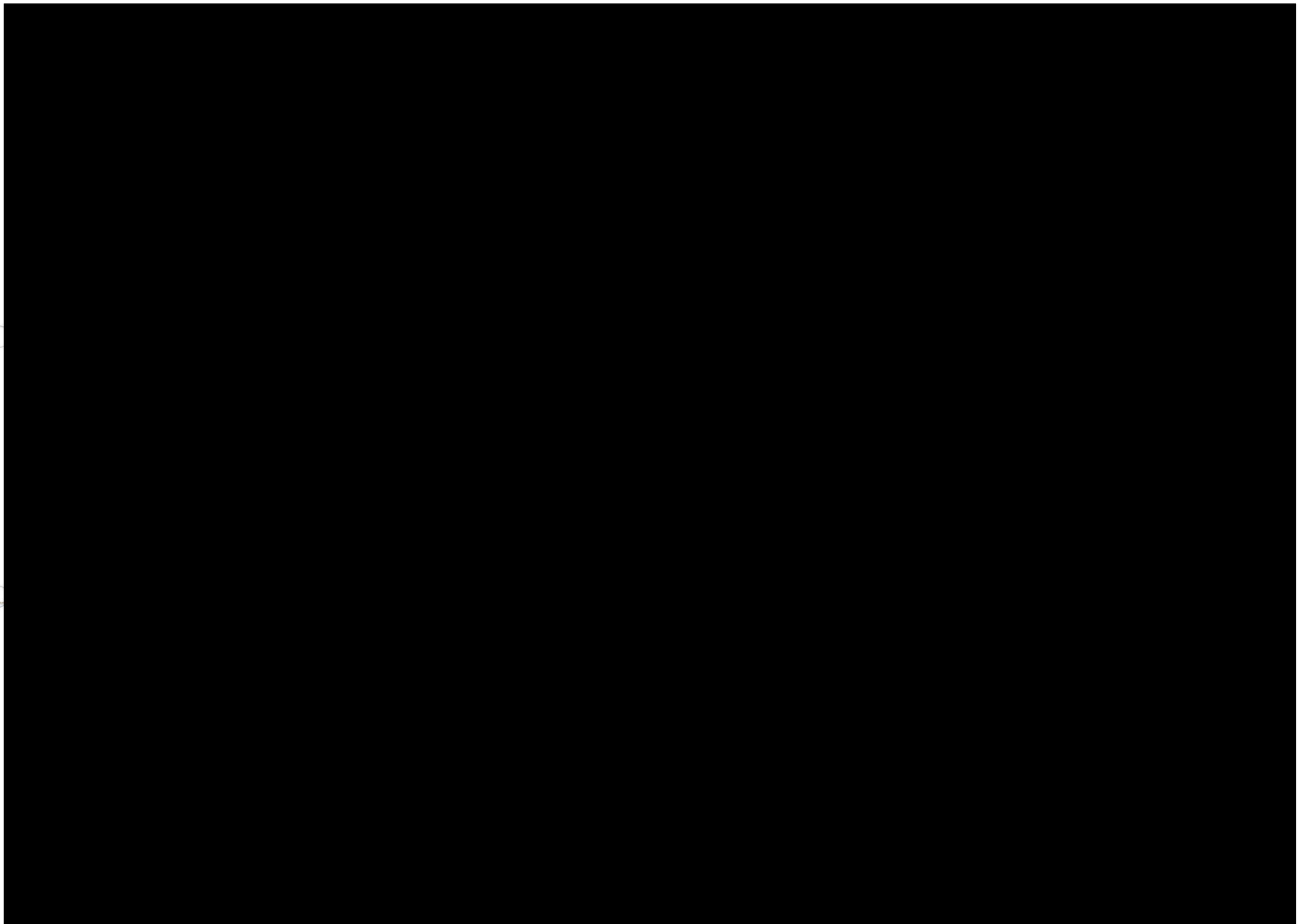






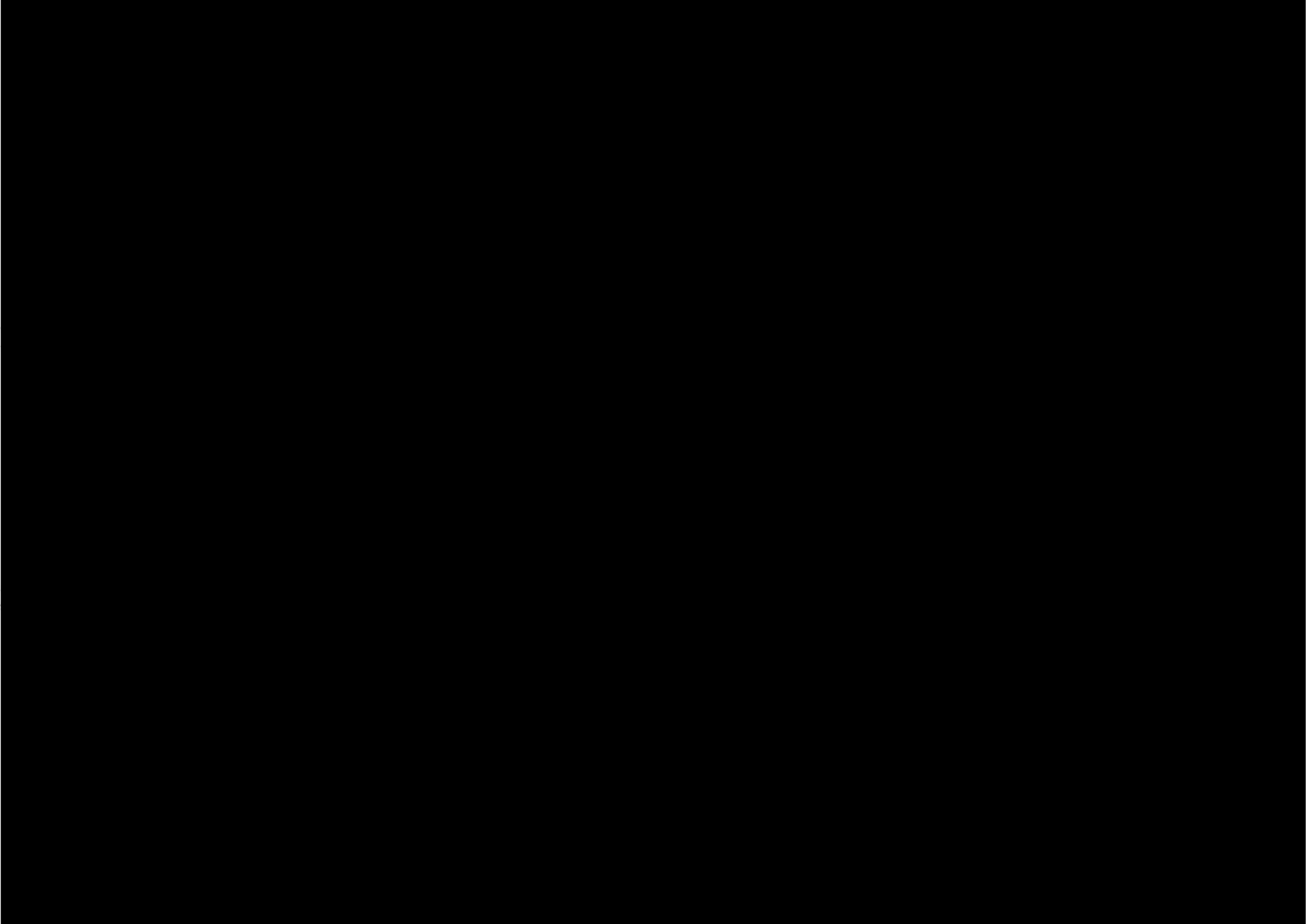














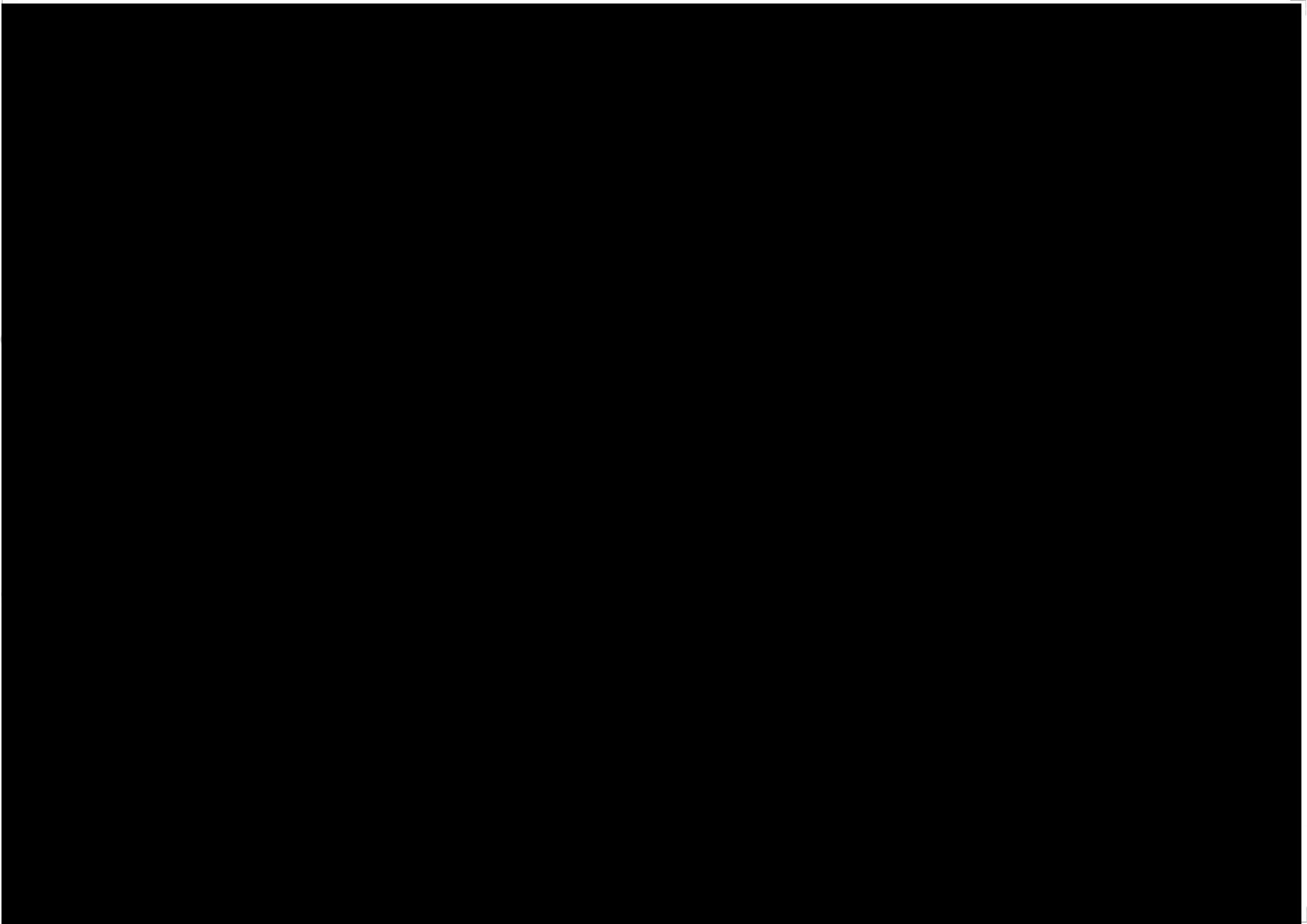




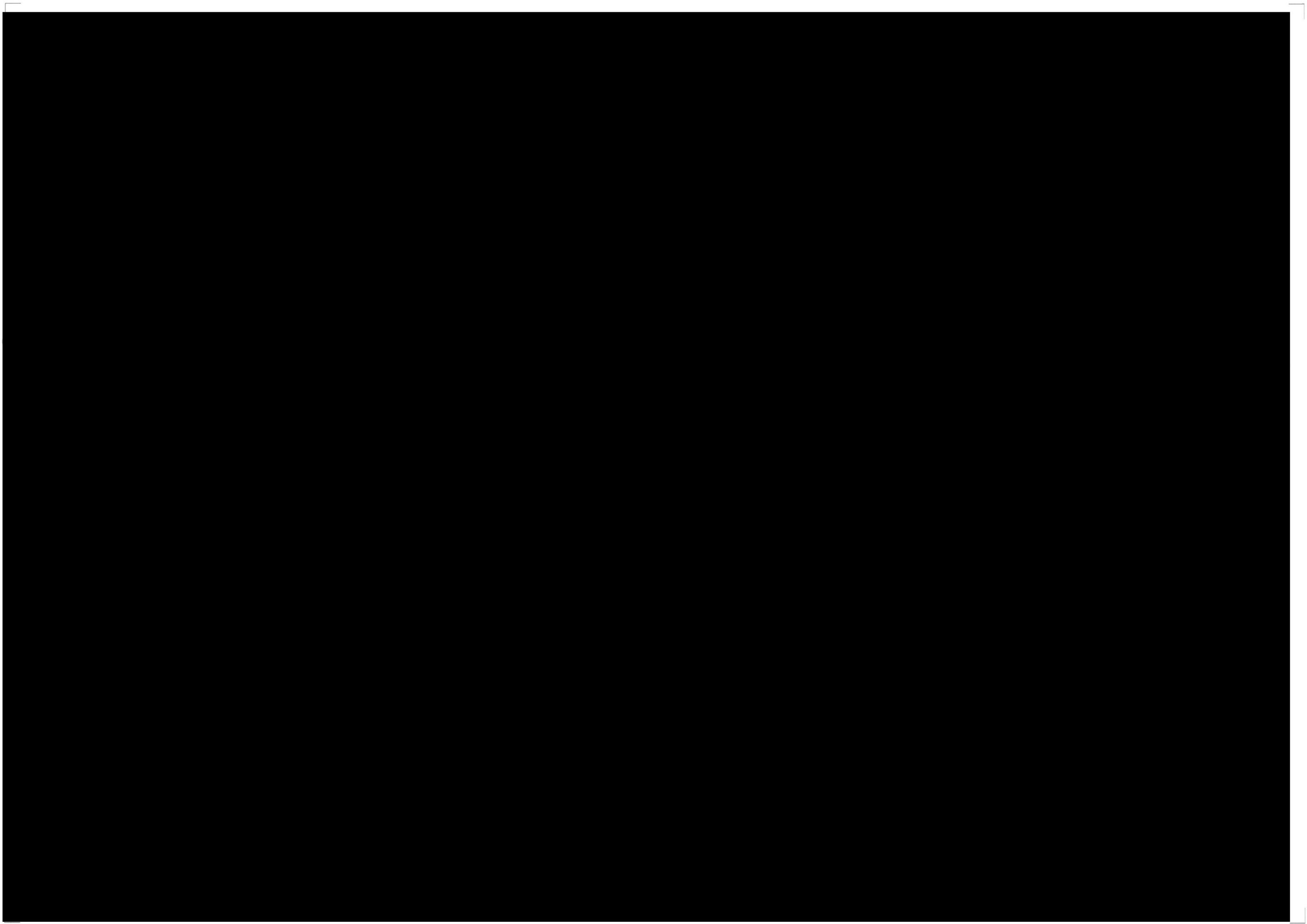












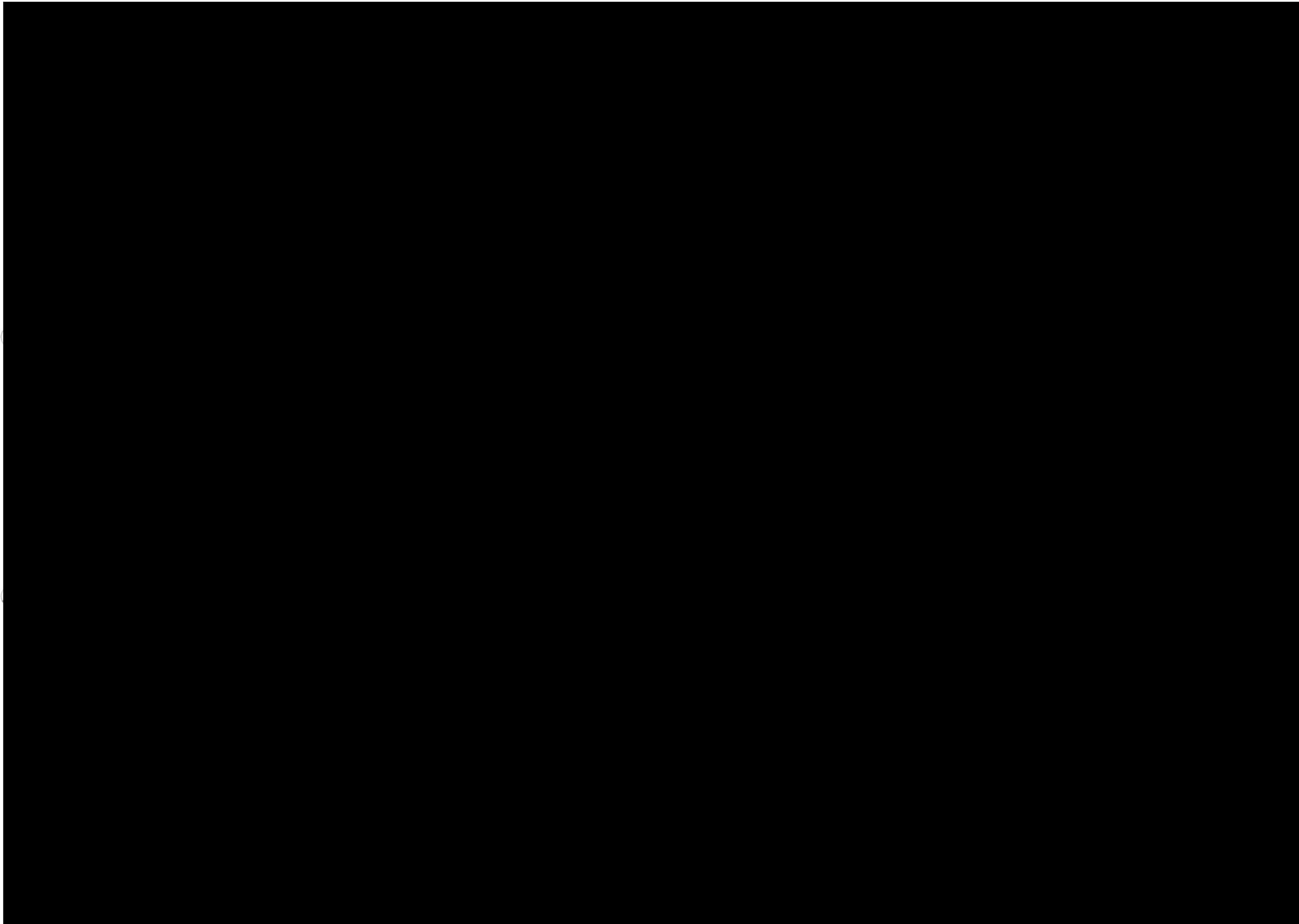


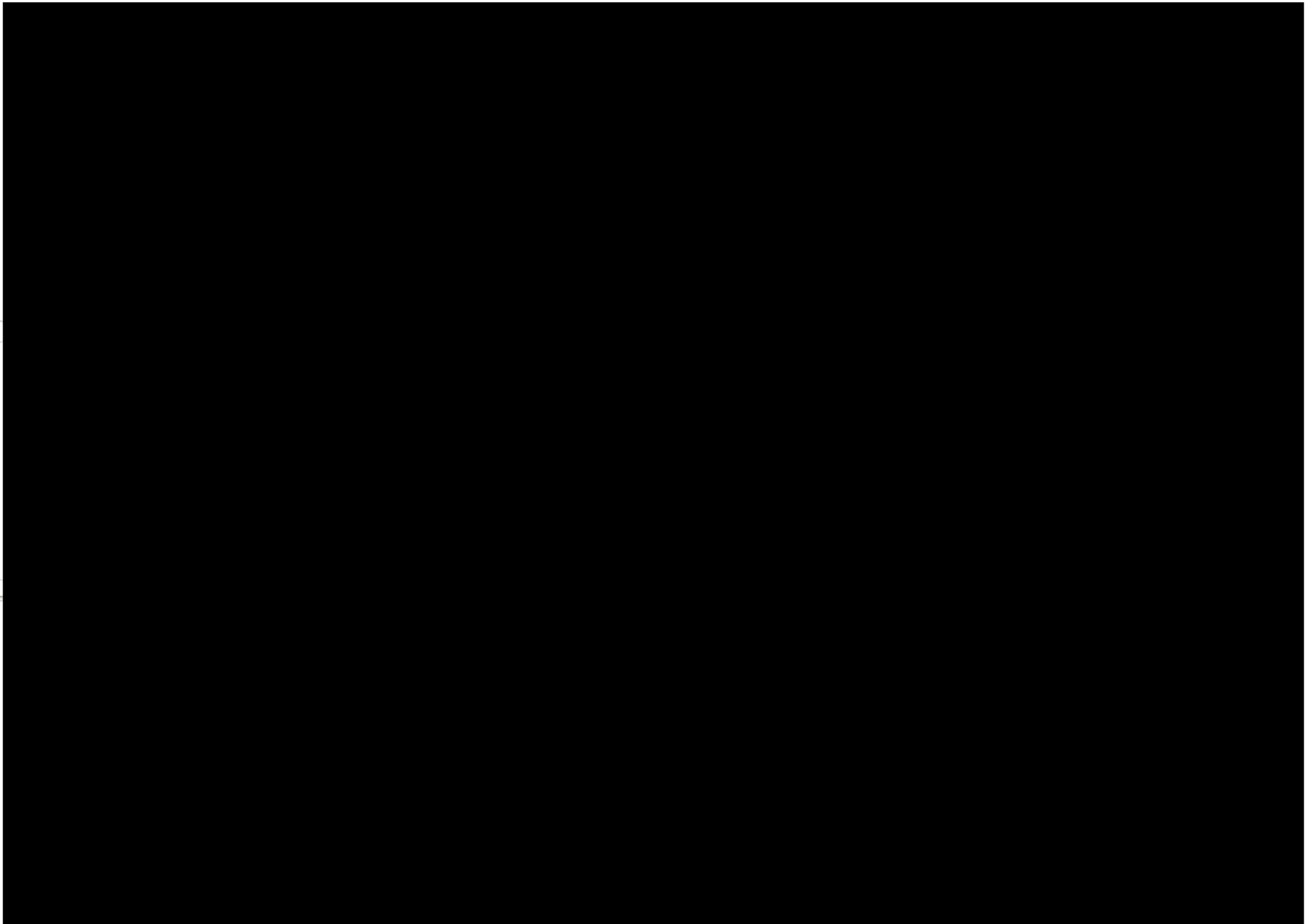


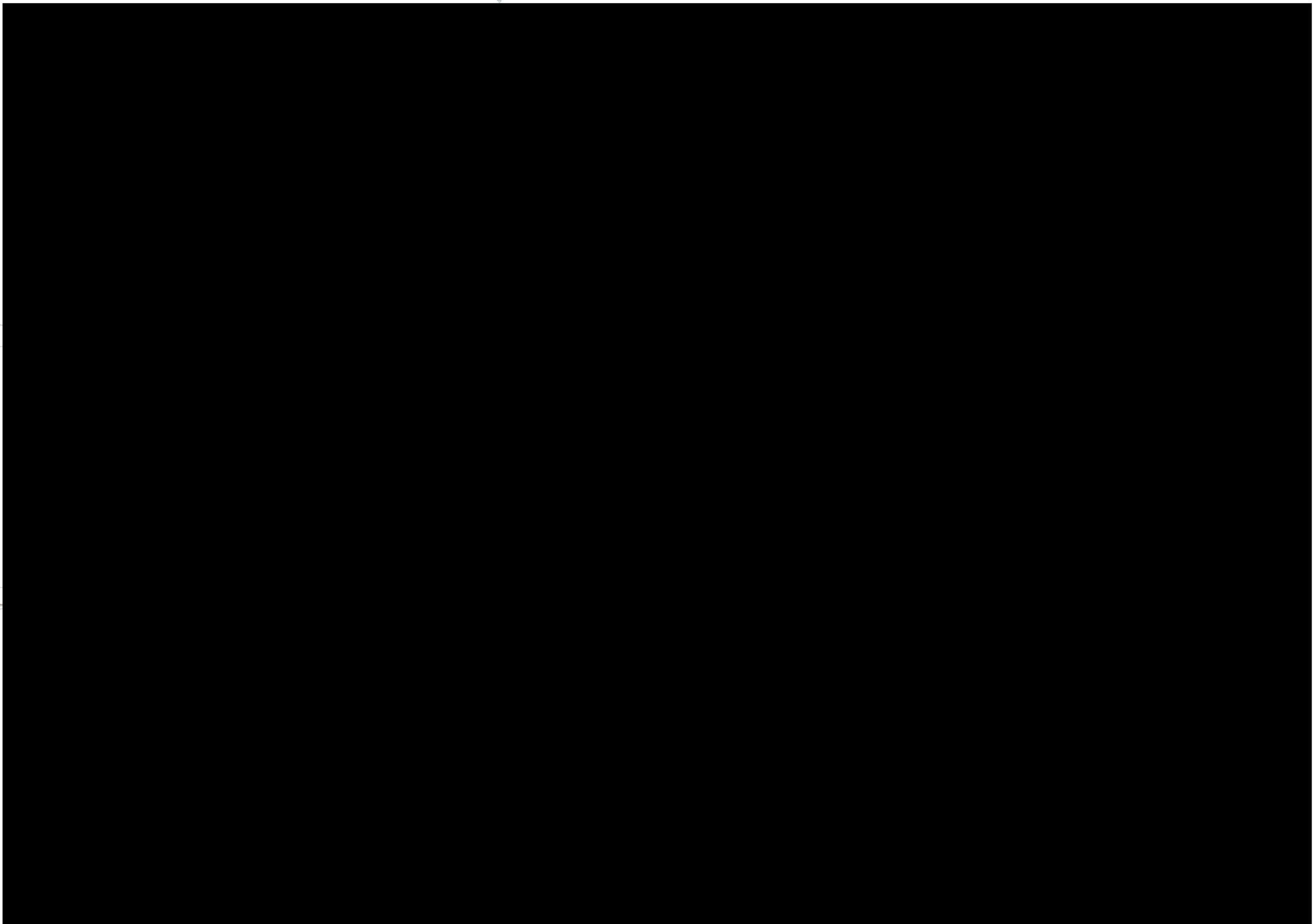












## SCHEDULE B1. – GOVERNANCE GROUPS

(Clause 8.7 and Schedule A2)

### 1. PROJECT CONTROL GROUP

- (a) **(Establishment)** A Project Control Group must be established consisting of:
  - (i) the Principal's Representative;
  - (ii) the PS Developer's Representative;
  - (iii) 2 persons from each of the Principal and the PS Developer holding positions more senior than the persons referred to in clauses 1(a)(i) and 1(a)(ii) of this Schedule B1 (as applicable to the relevant party);
  - (iv) if required by the Principal's Representative, a nominated representative from the D&C Contractor; and
  - (v) such other persons as the Principal and the PS Developer agree.
- (b) **(Delegates)** The persons referred to in clause 1(a)(i) and clause 1(a)(ii) of this Schedule B1 may appoint delegates (of an equivalent level of seniority or experience) to attend Project Control Group meetings in their absence.
- (c) **(Objectives)** The objectives of the Project Control Group are to:
  - (i) facilitate the development of a collaborative working relationship between the parties;
  - (ii) monitor the overall progress of the performance of the obligations of the PS Developer under this deed;
  - (iii) assist with the resolution of any matters or Disputes referred to the Project Control Group by a party, including issues arising out of the subject of the Cooperation and Integration Deeds;
  - (iv) review each Progress Report provided by the PS Developer; and
  - (v) review and consider such other matters relating to the OSD Project as are agreed between the parties from time to time.
- (d) **(Frequency of meetings)** The Project Control Group will meet monthly prior to the Date of Completion unless the parties agree otherwise.
- (e) **(Administration)** The Principal's Representative will convene the meetings of the Project Control Group. The meetings will be chaired by the most senior attendee from the Principal.
- (f) **(Principal may require certain representatives to attend)** At the Principal's request, the PS Developer must procure the attendance of representatives of any Subcontractor, Financier or Investor (if applicable) at meetings of the Project Control Group.
- (g) **(Principal may bring certain representatives)** The Principal may invite representatives of the Operator, the TSOM Contractor, any other Interface Contractor, the State or any Authority to attend any meeting of the Project Control Group.

- (h) **(Members of IDAR Panel)** Prior to the Station Date of Completion, the members of the IDAR Panel may, by invitation of either party, attend a Project Control Group meeting but will not be members of the Project Control Group.
- (i) **(Joinder of meetings)** If agreed by the parties, Project Control Group meetings held in accordance with this Schedule B1 may be combined with meetings held in accordance with Schedule B1 (*Governance Groups*) of the OSD PDA (North OSD).

**SCHEDULE B2. – PS DEVELOPER'S CERTIFICATE – OSD DESIGN DOCUMENTATION**

(Clause 4.5)

To: The Principal's Representative

From: Pitt Street Developer South Pty Ltd ACN 635 396 815

This certificate is given in accordance with the "Pitt Street Integrated Station Development - Over Station Development Project Delivery Agreement (South OSD) (Contract No: 506)" dated [insert] (**OSD PDA**). Words defined in the OSD PDA have the same meaning in this certificate.

In accordance with the terms of clause 4.5 of the OSD PDA, the PS Developer certifies that:

- (a) the attached [insert relevant OSD Design Documentation] complies with:
  - (i) the OSD Design Parameters;
  - (ii) Schedule C6 (*PS Developer's Tender Design Development*); and
  - (iii) the OSD PDA;
- (b) the Residential OSD Works, as shown in the [insert relevant OSD Design Documentation], will comply with the Residential OSD Works Requirements; and



Signed for and on behalf of the PS Developer by:

Signature:	
Name:	
Position:	
Date:	

**SCHEDULE B3. – NOTICE OF COMPLETION (OSD DESIGN PARAMETERS)**

(Clause 22.1(a))

[ON PS DEVELOPER'S LETTERHEAD]

[insert date]

Sydney Metro  
Level 43  
680 George Street  
Sydney NSW 2000

Dear [insert name]

**NOTICE OF COMPLETION (OSD DESIGN PARAMETERS)  
Pitt Street Integrated Station Development - Over Station Development Project Delivery  
Agreement (South OSD)  
OSD Design Parameters**

This notice is given in accordance with the "Pitt Street Integrated Station Development - Over Station Development Project Delivery Agreement (South OSD) (Contract No: 506)" dated [insert] (OSD PDA). Words defined in the OSD PDA have the same meaning in this notice.

In accordance with clause 22.1(a) of the OSD PDA, the PS Developer confirms that Completion (OSD Design Parameters) has been achieved. The Date of Completion (OSD Design Parameters) is [insert date].

Yours sincerely

.....  
[Insert name]  
for and on behalf of the PS Developer

**SCHEDULE B4. – NOTICE OF COMPLETION (RESIDENTIAL OSD WORKS)**

(Clause 22.3(a))

[ON PS DEVELOPER'S LETTERHEAD]

[insert date]

Sydney Metro  
Level 43  
680 George Street  
Sydney NSW 2000

Cc: [Insert name of D&C Contractor] ABN [ ]

Dear [insert name]

**NOTICE OF COMPLETION (RESIDENTIAL OSD WORKS)  
Pitt Street Integrated Station Development - Over Station Development Project Delivery  
Agreement (South OSD)  
Residential OSD Works**

This notice is given in accordance with the "Pitt Street Integrated Station Development - Over Station Development Project Delivery Agreement (South OSD) (Contract No: 506)" dated [insert] (**OSD PDA**). Words defined in the OSD PDA have the same meaning in this notice.

In accordance with clause 22.3(a) of the OSD PDA, the PS Developer confirms that the Residential OSD Works have been completed such that they satisfy the Residential OSD Works Requirements on [insert date].

Yours sincerely

.....  
[Insert name]  
for and on behalf of the PS Developer

**SCHEDULE B5. – NOTICE OF COMPLETION**

(Clause 22.4(a))

[ON PS DEVELOPER'S LETTERHEAD]

[insert date]

Sydney Metro  
Level 43  
680 George Street  
Sydney NSW 2000

Dear [insert name]

**NOTICE OF COMPLETION**  
**Sydney Metro City & Southwest**  
**Pitt Street Integrated Station Development - Over Station Development Project Delivery**  
**Agreement (South OSD)**  
**OSD Works**

This notice is given in accordance with the "Pitt Street Integrated Station Development - Over Station Development Project Delivery Agreement (South OSD) (Contract No: 506)" dated [insert] (**OSD PDA**). Words defined in the OSD PDA have the same meaning in this notice.

In accordance with clause 22.4(a) of the OSD PDA, the PS Developer confirms that Completion has been achieved. The Date of Completion is [insert date].

Yours sincerely

.....  
[Insert name]  
for and on behalf of the PS Developer

**SCHEDULE B6. – CERTIFICATE OF COMPLETION (OSD DESIGN PARAMETERS)**

(Clause 22.1(b)(i) and Schedule A2)

To: The PS Developer

From: The Principal's Representative

This certificate is given in accordance with the "Pitt Street Integrated Station Development - Over Station Development Project Delivery Agreement (South OSD) (Contract No: 506)" dated *[insert]* (**OSD PDA**). Words defined in the OSD PDA have the same meaning in this certificate.

In accordance with the terms of clause 22.1(b)(i) of the OSD PDA, the Principal's Representative hereby certifies that Completion (OSD Design Parameters) has been achieved on *[insert]*.

.....  
*[Insert name]*  
for and on behalf of the Principal's Representative

**SCHEDULE B7. - CERTIFICATE OF COMPLETION**

(Clause 22.4(b) and Schedule A2)

To: The PS Developer

From: The Principal's Representative

This certificate is given in accordance with the "Pitt Street Integrated Station Development - Over Station Development Project Delivery Agreement (South OSD) (Contract No: 506)" dated *[insert]* (**OSD PDA**). Words defined in the OSD PDA have the same meaning in this certificate.

In accordance with the terms of clause 22.4(b) of the OSD PDA, the Principal's Representative hereby certifies that Completion has been achieved on *[insert]*.

.....  
*[Insert name]*  
for and on behalf of the Principal's Representative

**SCHEDULE B8. – APPROVED ENGINEER'S CERTIFICATE (PRE-COMMENCEMENT)**

(Clause 8.6(c)(i)(A))

To: The Principal's Representative  
Cc: [insert]  
From: [Insert name of Approved Engineer] ABN [ ]

This certificate is given in accordance with the "Pitt Street Integrated Station Development - Over Station Development Project Delivery Agreement (South OSD) (Contract No: 506)" dated [insert] (**OSD PDA**). Words defined in the OSD PDA have the same meaning in this certificate.

In accordance with the terms of clause 8.6(c)(i)(A) of the OSD PDA, we hereby certify that:

- (a) the OSD Works as shown in the Final Plans and Specifications will not cause the OSD (during construction and on Completion) [redacted] with respect to the [redacted]
- (b) **[Drafting note: This certificate to be given by the consultant performing the role of Structural Engineer]** the following considerations and strategies are in place to the Approved Engineer's satisfaction:
  - (i) induced movement and any cracking caused by the OSD and the OSD Works is considered in the design and structural monitoring strategy for the Station Project Works and the Pitt Street Station; and
  - (ii) the adverse effects of stray currents and electrolysis caused by the OSD and the OSD Works is considered in the design and electrolysis mitigation and monitoring strategy for the Station Project Works and the Pitt Street Station.

.....  
Signed for and on behalf of  
[Insert name of Approved Engineer]

**SCHEDULE B9. – APPROVED ENGINEER'S CERTIFICATE (POST-COMPLETION)**

(Clause 8.6(c)(i)(B))

To: The Principal's Representative

Cc: [insert]

From: [Insert name of Approved Engineer] ABN [ ]

This certificate is given in accordance with the "Pitt Street Integrated Station Development - Over Station Development Project Delivery Agreement (South OSD) (Contract No: 506)" dated [insert] (**OSD PDA**). Words defined in the OSD PDA have the same meaning in this certificate.

In accordance with the terms of clause 8.6(c)(i)(B) of the OSD PDA, we hereby certify that:

(a) the OSD, as constructed, [redacted] as assessed against the following and [redacted]

(b) [**Drafting note: This certification to be given by the consultant performing the role of Structural Engineer**] all the strategies referred to in the Approved Engineer's Certificate (Pre-Commencement) have been fully implemented and that the required documented evidence is in place to satisfy this.

.....  
Signed for and on behalf of  
[Insert name of Approved Engineer]

**SCHEDULE B10. – NOT USED**

**SCHEDULE B11. – CERTIFICATE OF COMPLIANCE (RESIDENTIAL OSD WORKS)**

(Clause 22.3(c)(i))

To: The Principal's Representative  
Cc: [insert]  
From: [Insert name of D&C Contractor] ABN [insert]

This certificate is given in accordance with the "Pitt Street Integrated Station Development - Over Station Development Project Delivery Agreement (South OSD) (Contract No: 506)" dated [insert] (**OSD PDA**). Words defined in the OSD PDA have the same meaning in this certificate.

We hereby certify that the Residential OSD Works:

- (a) have been carried out in accordance with the Home Building Act; and
- (b) comply with the Building Code of Australia.

.....  
Signed for and on behalf of  
[Insert name of D&C Contractor]

**SCHEDULE B12. – RESIDENTIAL SURVEYOR'S CERTIFICATE (PRE-COMMENCEMENT)**

(Clause 8.6(c)(ii))

To: The Principal's Representative

Cc: [insert]

From: [Insert name of Residential Surveyor] ABN [ ]

This certificate is given in accordance with the "Pitt Street Integrated Station Development - Over Station Development Project Delivery Agreement (South OSD) (Contract No: 506)" dated [insert] (**OSD PDA**). Words defined in the OSD PDA have the same meaning in this certificate.

In accordance with the terms of clause 8.6(c)(ii) of the OSD PDA, we hereby certify that the Residential OSD Works as shown in the Final Plans and Specifications will comply with the Residential OSD Works Requirements.

.....  
Signed for and on behalf of  
[Insert name of Residential Surveyor]

**SCHEDULE C1. – OSD DESIGN PARAMETERS**

(Schedule A2)

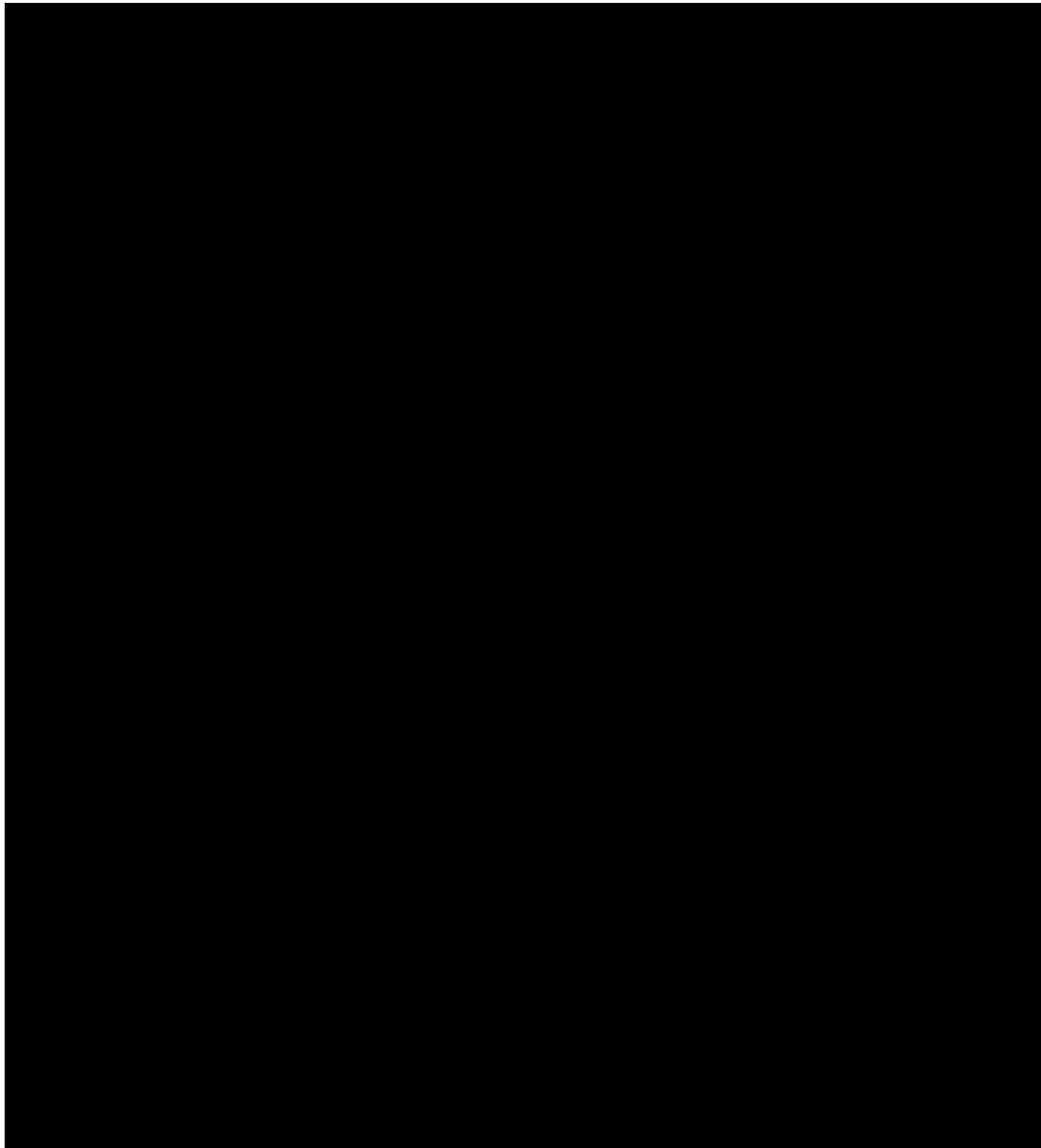
1. **GENERAL**

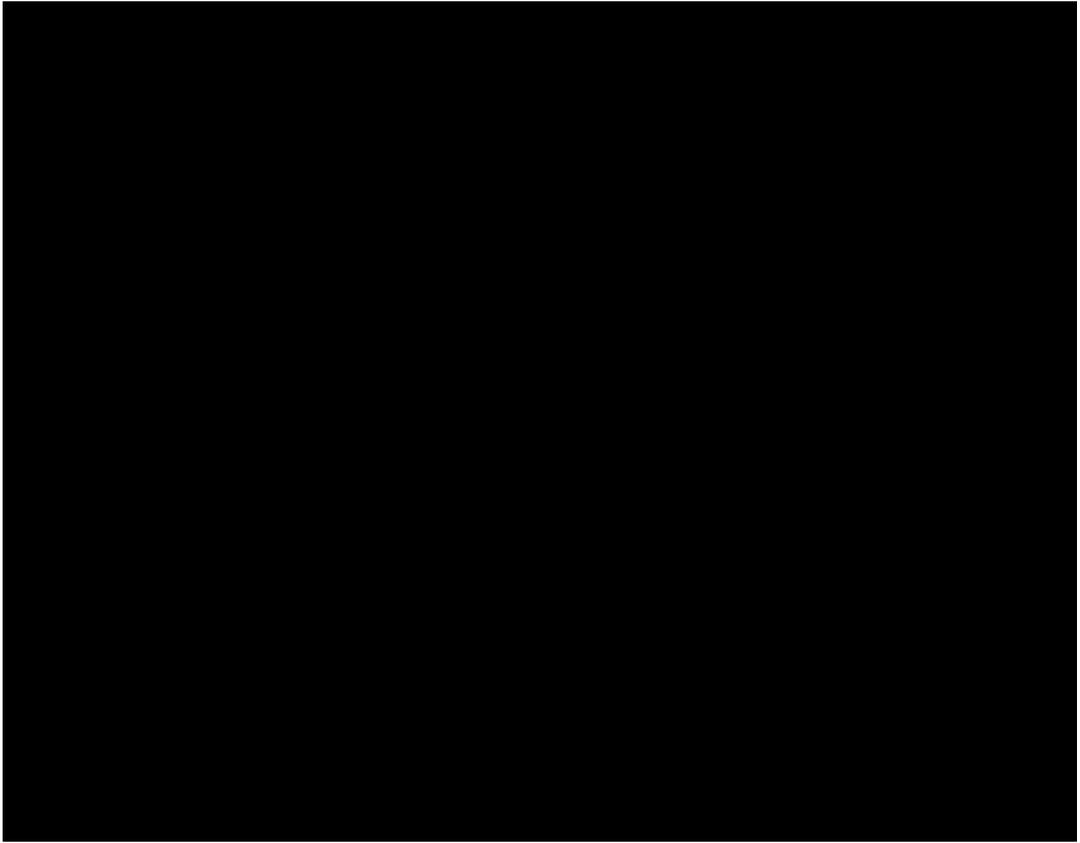
In this Schedule C1:

- (a) Part A comprises the OSD Design Parameters; and
- (b) Part B contains the drawings referenced in Part A of this Schedule C1.

2. **PART A - OSD DESIGN PARAMETERS**

The OSD Design Parameters comprise the following elements as shown in the PS Developer's Tender Design:

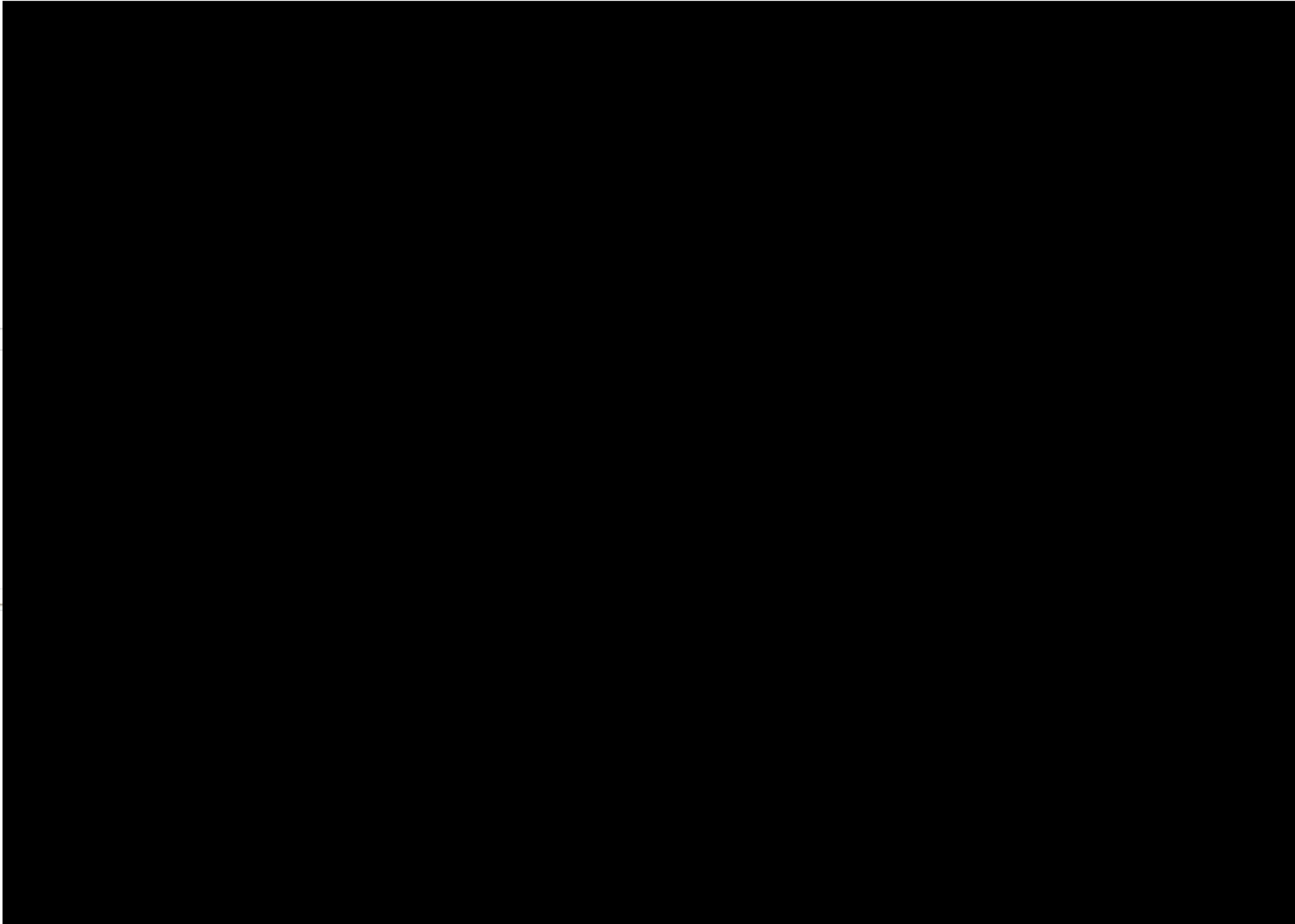


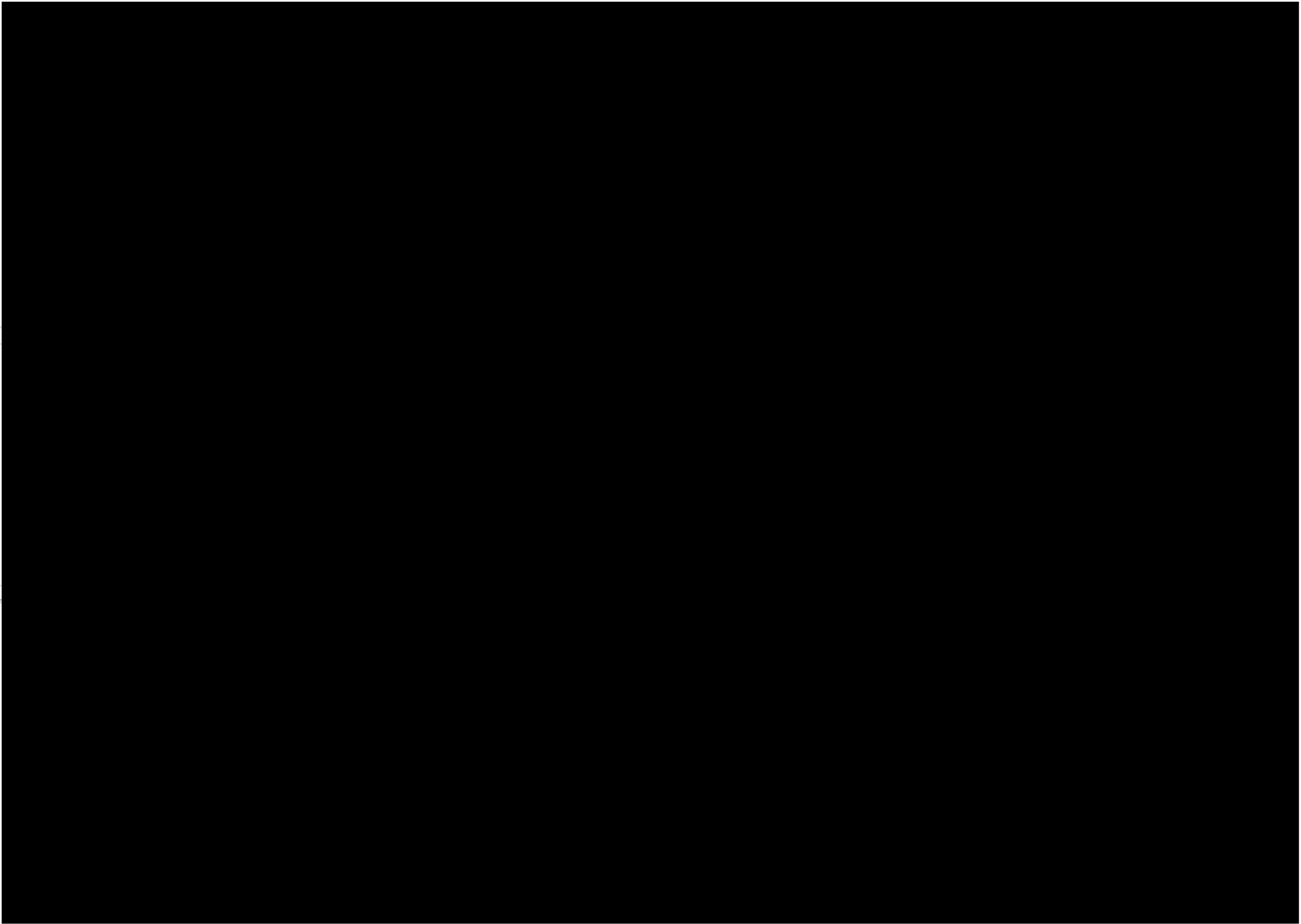






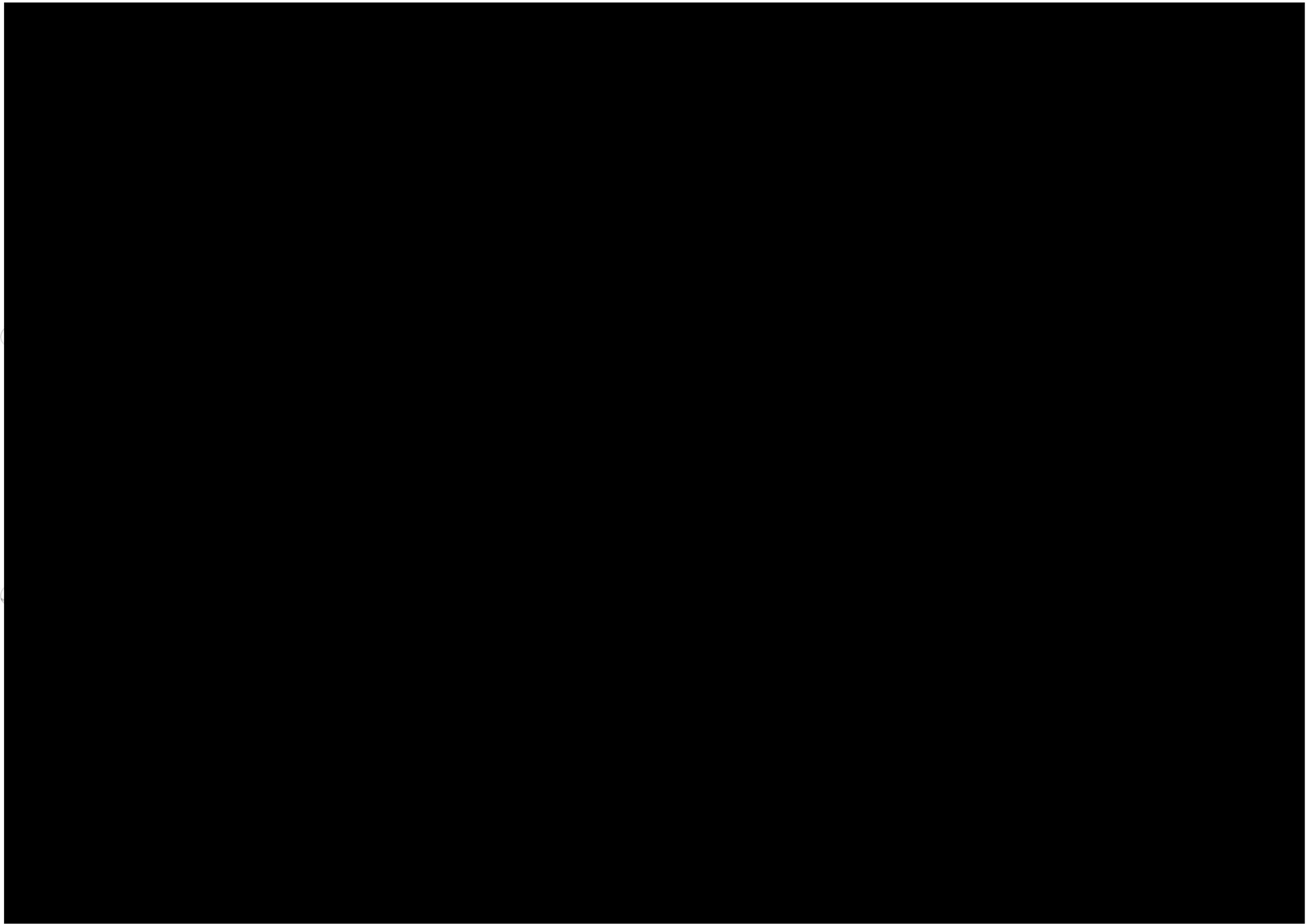






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**SCHEDULE C2. – CONCEPT SSD DESIGN DOCUMENTATION**

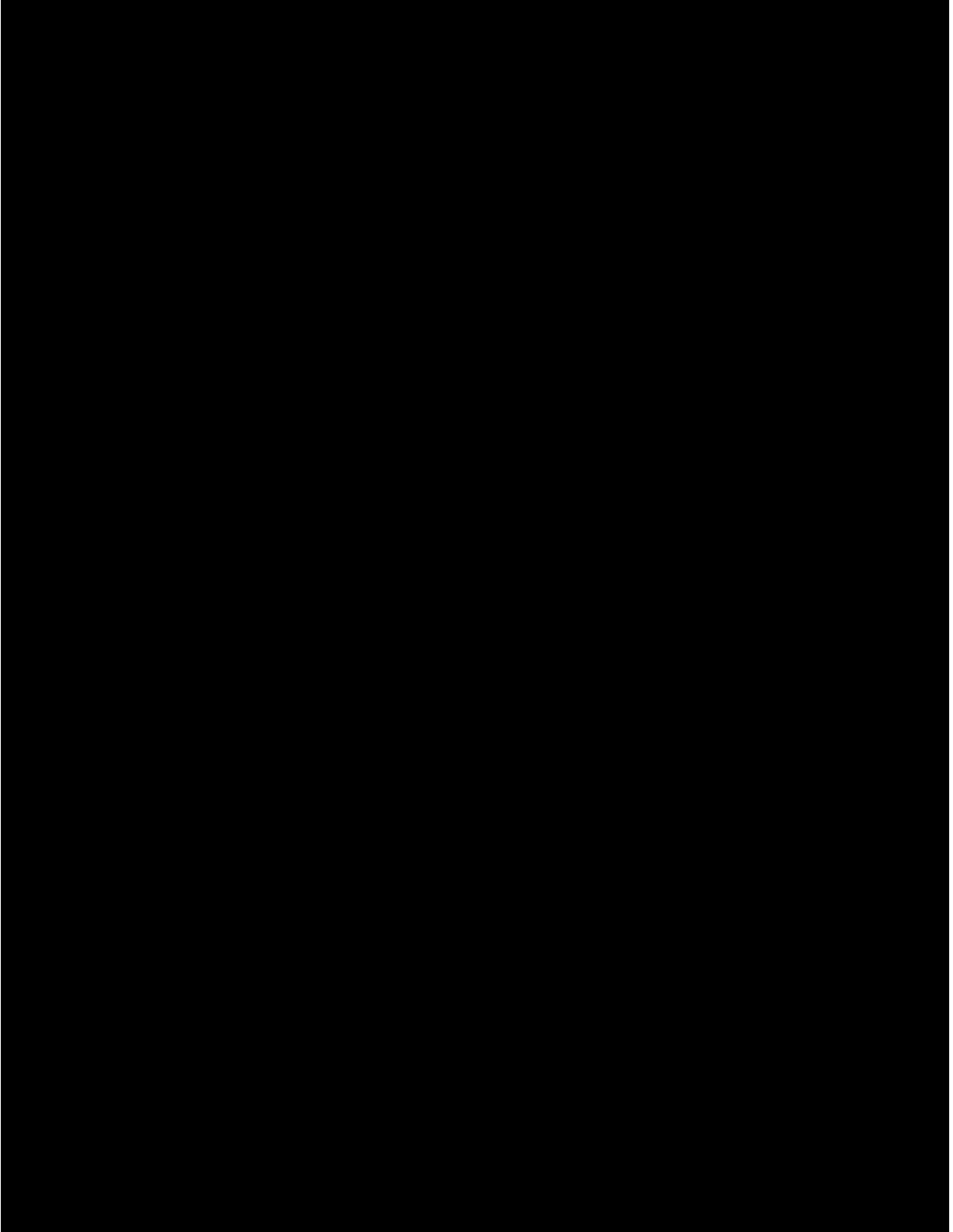
(Schedule A2)

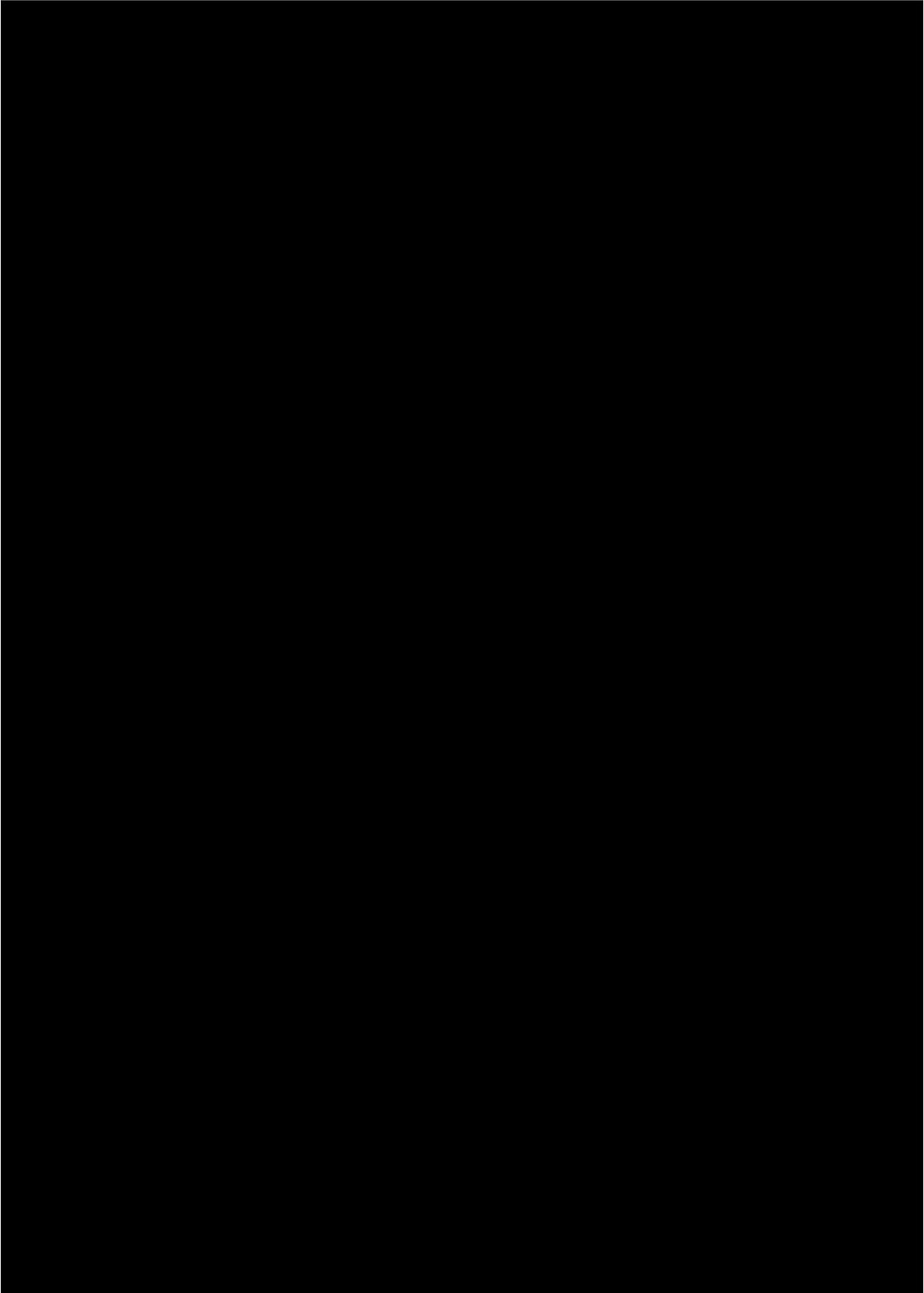
For the purposes of clause 4.2 of the OSD PDA, this Schedule C2 contains the Concept SSD Design Documentation which is included in Schedule F1 as an electronic file.

Document Name	Date
Pitt Street South Over Station Development SSD Application - Appendix D – Architectural drawings of possible indicative building (Residential)	01/08/2018

**SCHEDULE C3. – PS DEVELOPER’S TENDER DESIGN**

(Clause 4.3 and Schedule A2)







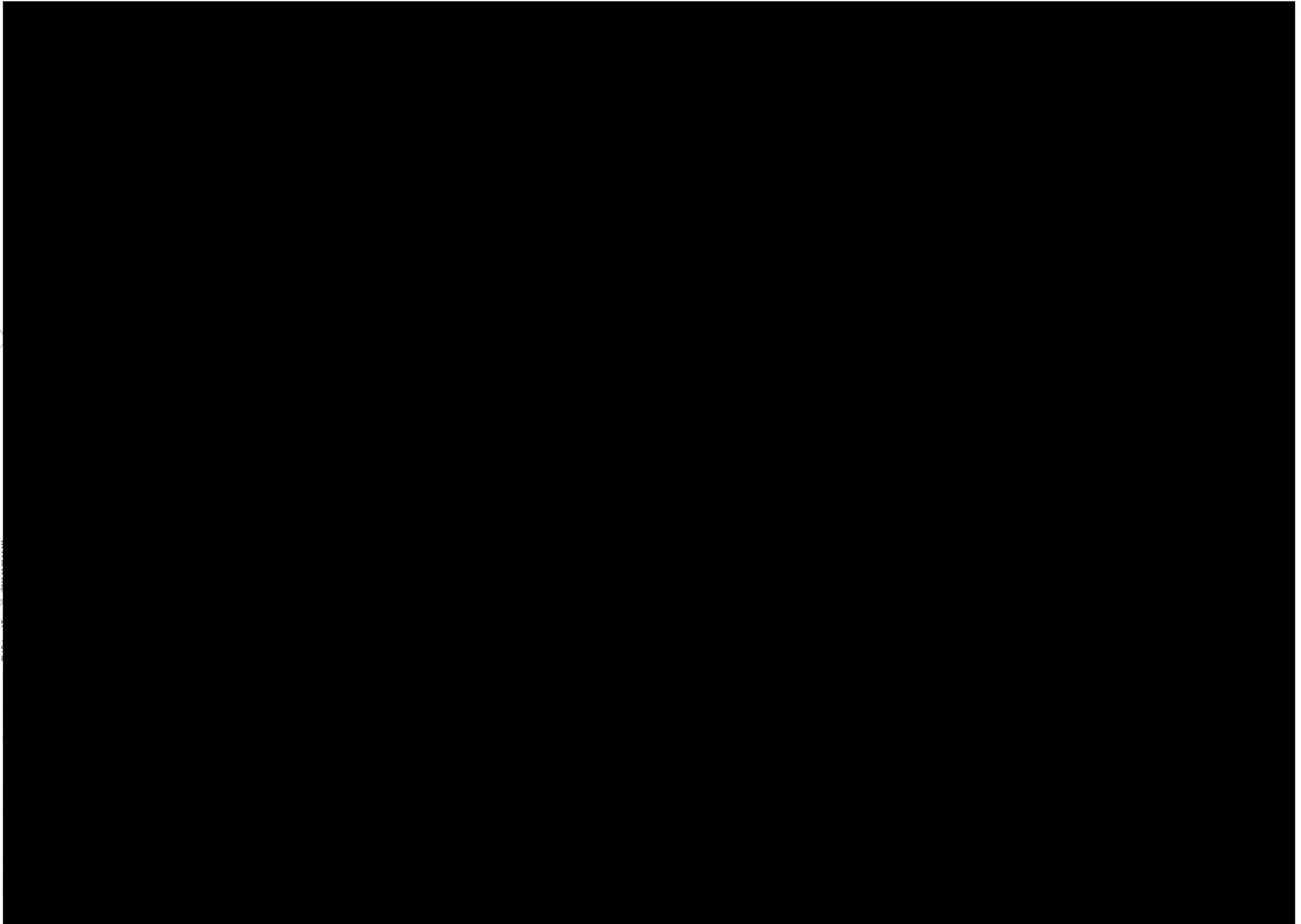
**SCHEDULE C4. – APPROVED TENDER DESIGN ELEMENTS**

(Schedule A2)





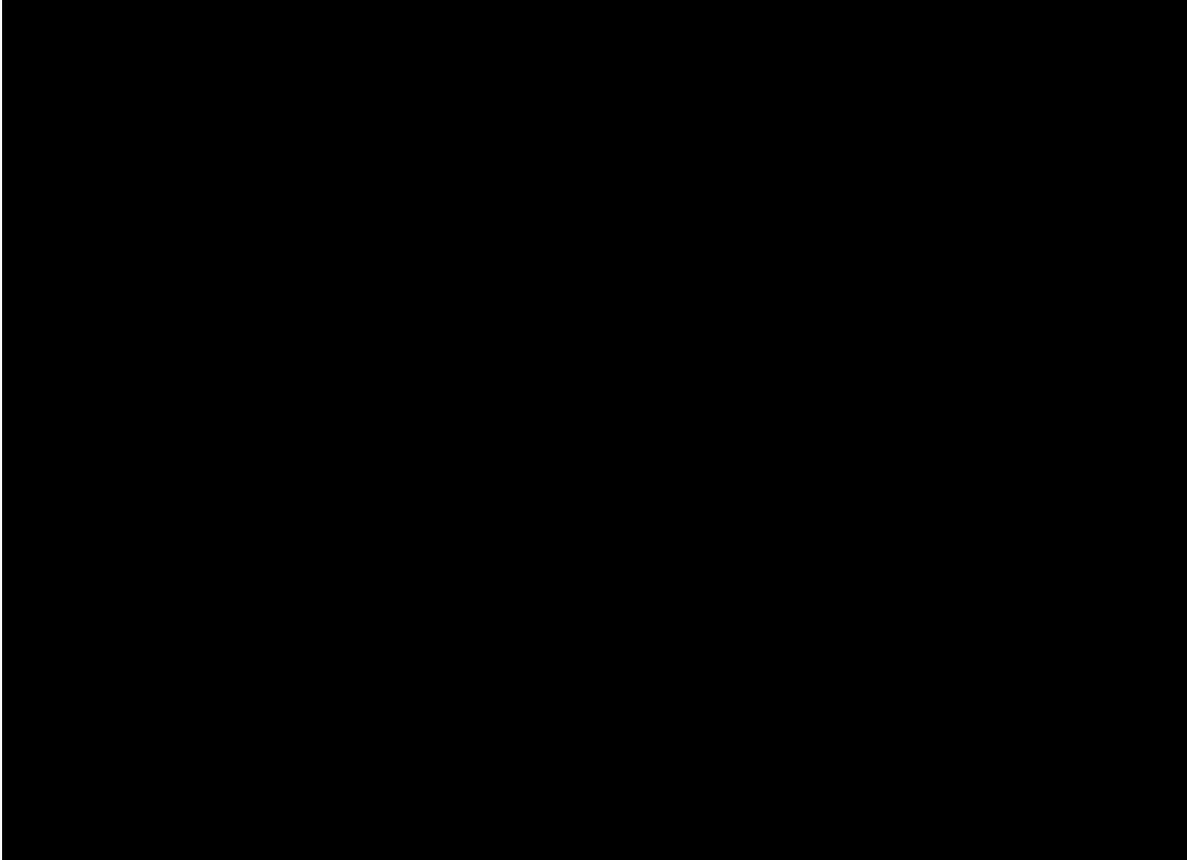




P.L.C. 1972

**SCHEDULE C5. – SUSPENSION WORKS**

(Schedule A2)



**SCHEDULE C6. – PS DEVELOPER'S TENDER DESIGN DEVELOPMENT**

(Clause 4.1(a))







**SCHEDULE D1. – SITE ACCESS SCHEDULE**

(Schedule A2)

**1. OVERVIEW AND SCOPE****1.1 General**

- (a) This Schedule D1 identifies:
- (i) the Site Access Date for each part of the Construction Site;
  - (ii) the Construction Licence Sunset Date for each part of the Construction Site;
  - (iii) the restrictions on access, possession and use that will apply to access to or use of each part of the Construction Site by the PS Developer and its Associates; and
  - (iv) the restrictions on the type of OSD Works that may be constructed on each part of the Construction Site.
- (b) This Schedule D1 is subject to the requirements of:
- (i) this deed; and
  - (ii) any other document or condition referred to in this Schedule D1 (including in the "Restrictions on access, possession and use" column of the tables contained in sections 2 and 3 of this Schedule D1).

**1.2 References**

In this Schedule D1, a reference to **Lot [No.] DP [No.]** are references to land contained in the lots and deposited plans (DPs) registered with LRS as at the date of this deed under the *Real Property Act 1900* (NSW).

**1.3 Explanation of sections 2 and 3**

- (a) The table in section 2 in this Schedule D1 comprises 5 columns as follows:
- (i) "Area of the Construction Site" specifies the specific parcel of land within the Construction Site;
  - (ii) "Site Access Date" is the date on which the Principal must give the PS Developer access to the land referred to in the corresponding "Area of the Construction Site" column, and must be read in conjunction with the corresponding "Restrictions on access, possession and use" columns;
  - (iii) "Construction Licence Sunset Date" is the date on which, if the Principal has not provided the PS Developer with access to the land referred to in the corresponding "Area of the Construction Site" column, the Principal may give the PS Developer notice of its intention to terminate this deed pursuant to clause 31.6 (*Access termination event*);
  - (iv) "Restrictions on access, possession and use" either:
    - (A) contains a cross reference to a document; or
    - (B) specifies terms and conditions,with which the PS Developer must comply in accessing or occupying the land referred to in the corresponding "Area of the Construction Site" column; and

- (v) "Restrictions on type of work" are the restrictions on the type of work that may be carried out by the PS Developer or its Associates on the land referred to in the corresponding "Area of the Construction Site" column.
- (b) The table in section 3 in this Schedule D1 comprises 4 columns as follows:
- (i) "Area of the Construction Site" specifies the specific parcel of land within the Construction Site;
  - (ii) "Site Access Date" is the date on which the Principal must give the PS Developer access to the land referred to in the corresponding "Area of the Construction Site" column, and must be read in conjunction with the corresponding "Restrictions on access, possession and use" columns;
  - (iii) "Restrictions on access, possession and use" either:
    - (A) contains a cross reference to a document; or
    - (B) specifies terms and conditions,with which the PS Developer must comply in accessing or occupying the land referred to in the corresponding "Area of the Construction Site" column; and
  - (iv) "Restrictions on type of work" are the restrictions on the type of work that may be carried out by the PS Developer or its Associates on the land referred to in the corresponding "Area of the Construction Site" column.

**1.4 General terms and restrictions upon access**

The "Restrictions on access, possession and use" columns of sections 2 and 3 in this Schedule D1 do not limit the PS Developer's obligations to comply with this deed or the Project Plans.

2. **LAND FORMING PART OF THE CONSTRUCTION SITE (SOUTH SITE)**

No	Area of the Construction Site	Site Access Date	Construction Licence Sunset Date	Restrictions on access, possession and use	Restrictions on type of work
1.	The part of the South Site that is above the RL of the top of the slab for the South OSD Transfer Level (as defined in the SWTC)				

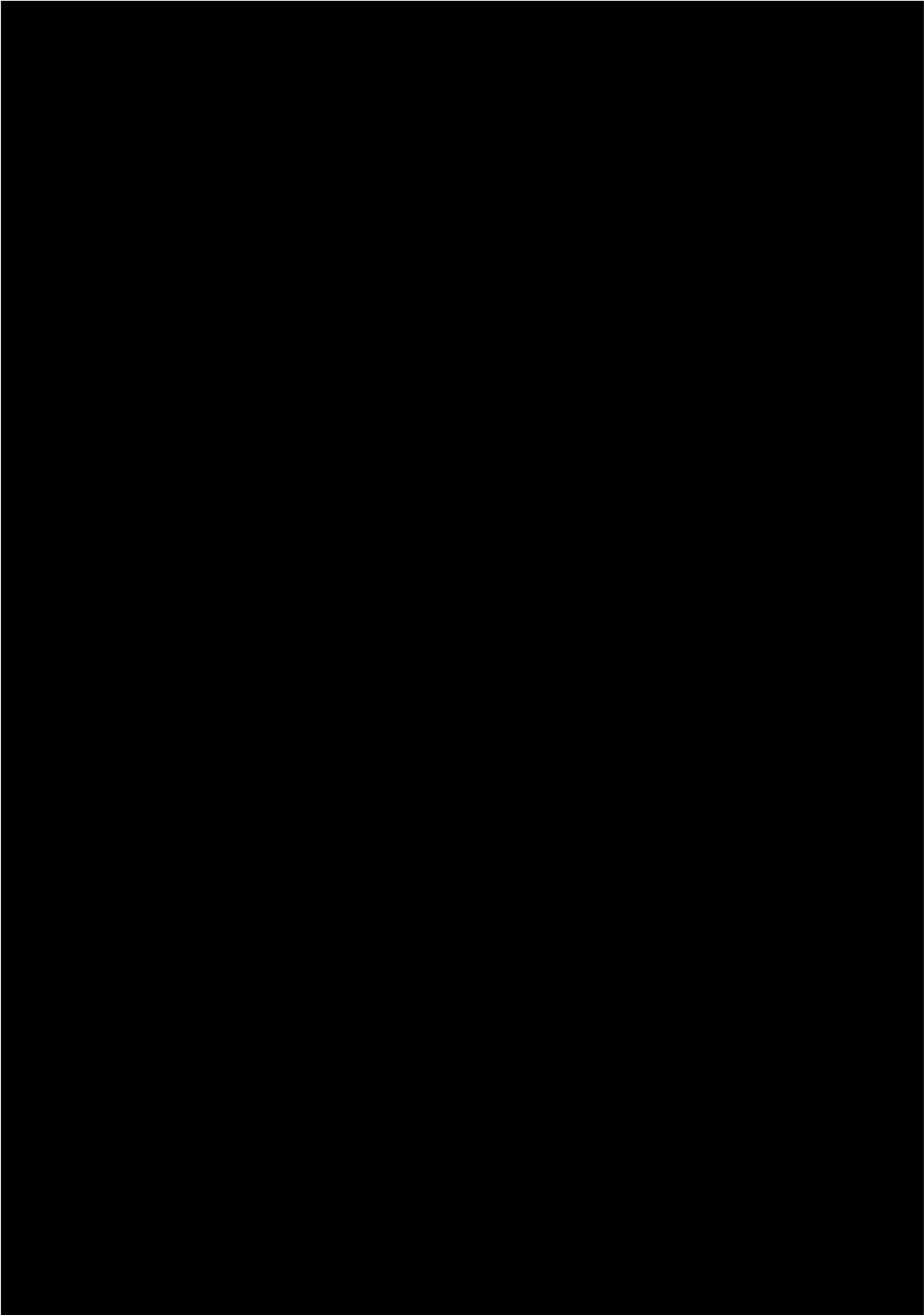
3. **LAND FORMING PART OF THE CONSTRUCTION SITE (SOUTH DEVELOPMENT SITE)**

No	Area of the Construction Site	Site Access Date	Restrictions on access, possession and use	Restrictions on type of work
1.	South Development Site			

**SCHEDULE D2. – NOT USED**

**SCHEDULE D3. – TRANSFER OF TITLE**

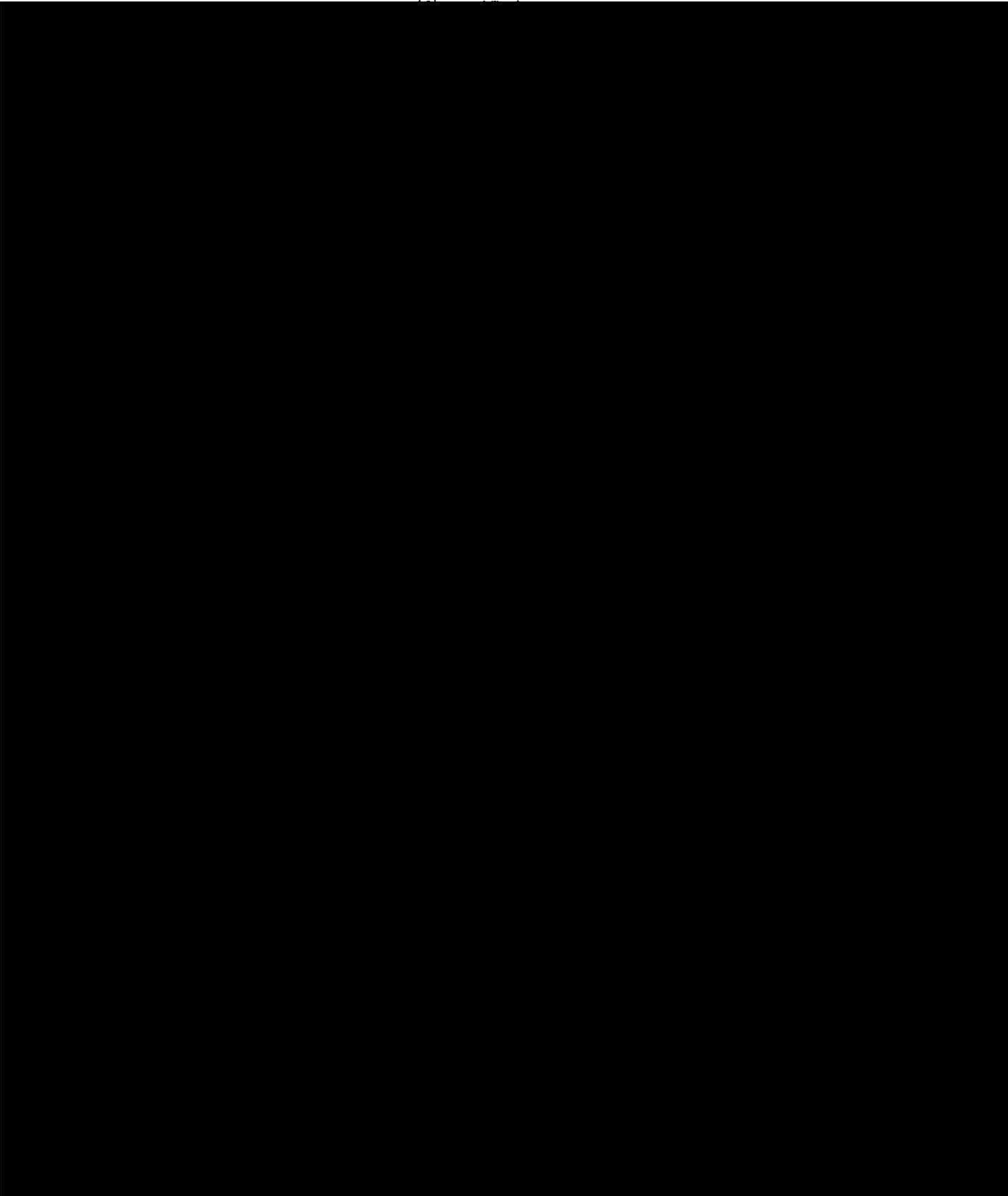
(Clause 25.1)

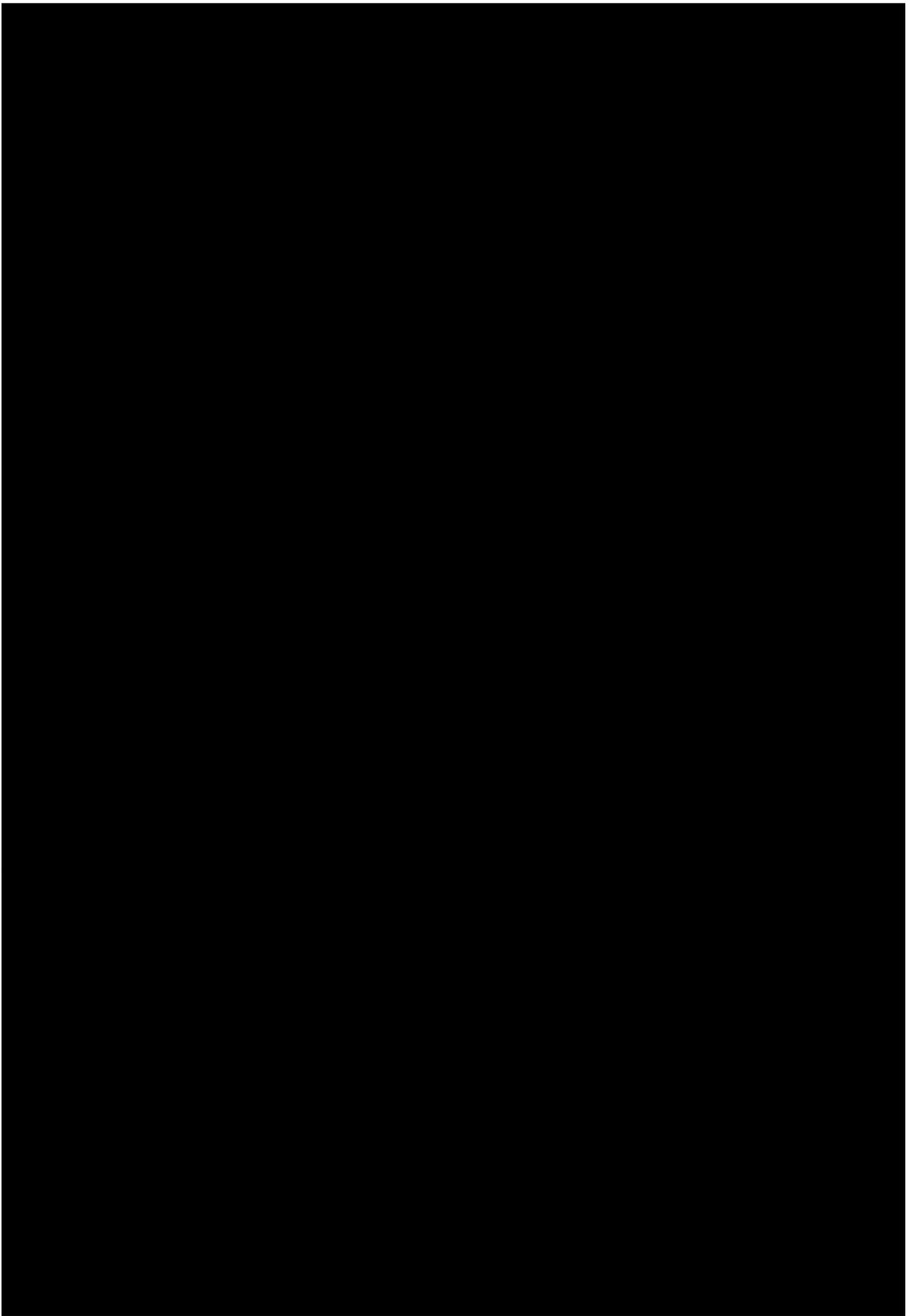


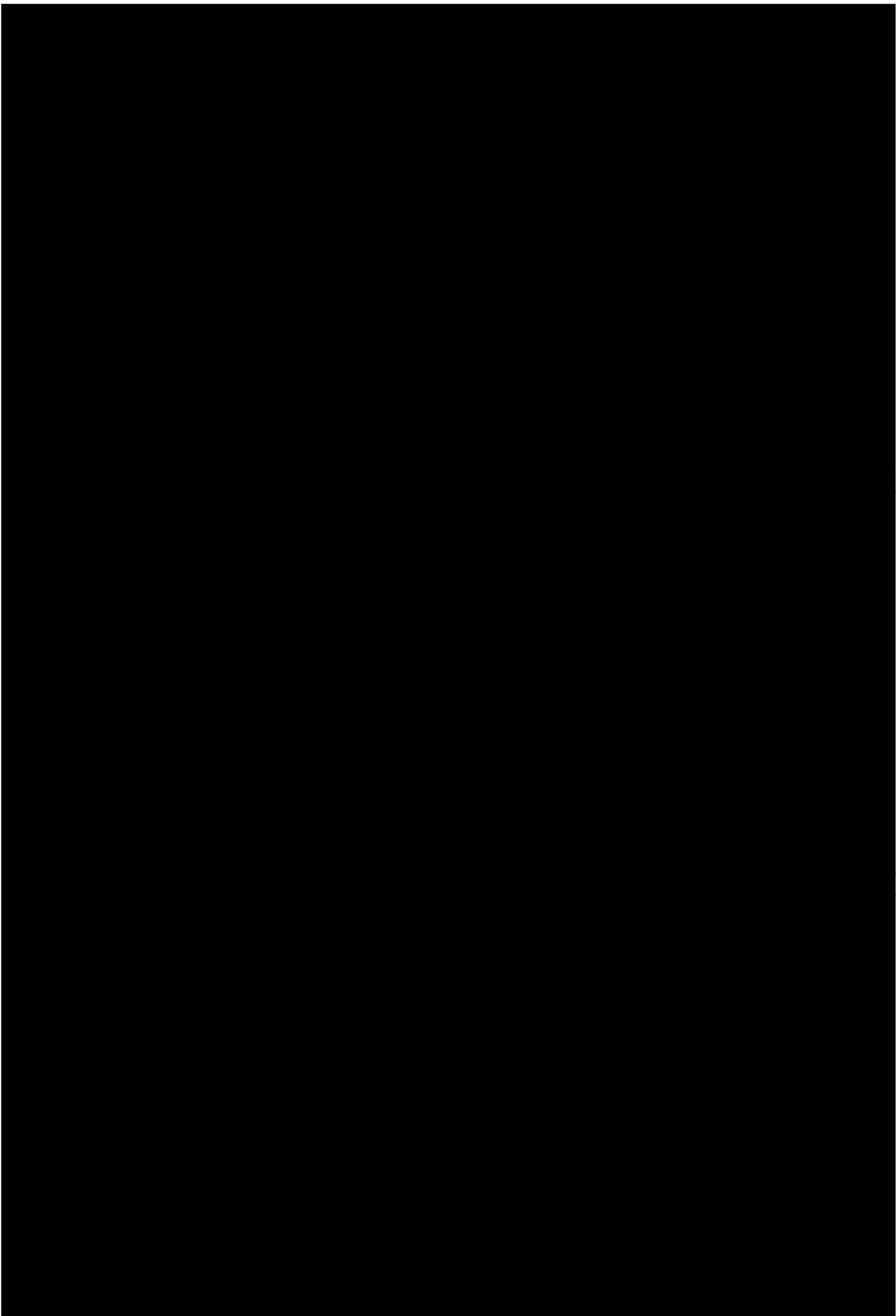


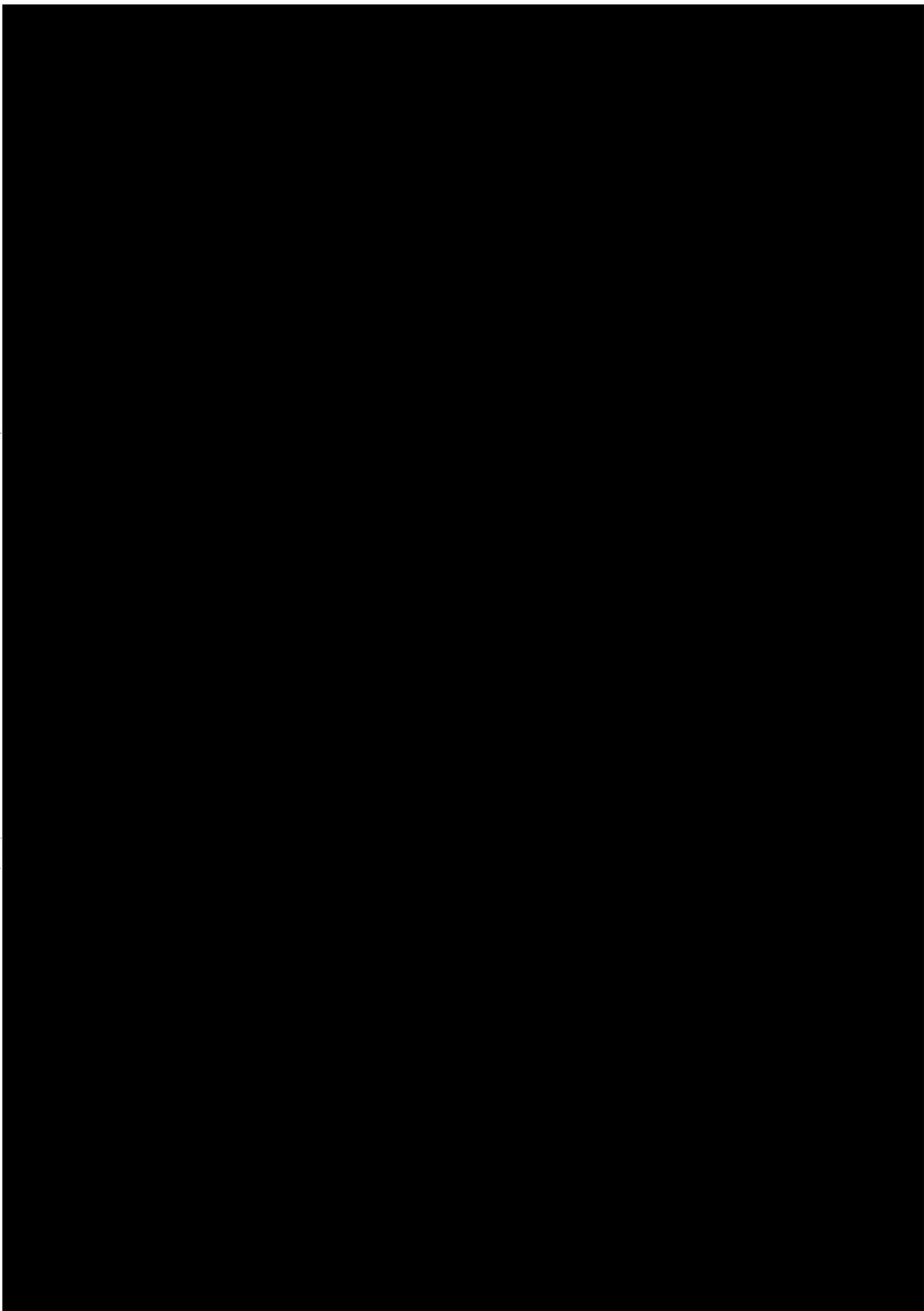
**SCHEDULE D4. – NOT USED**

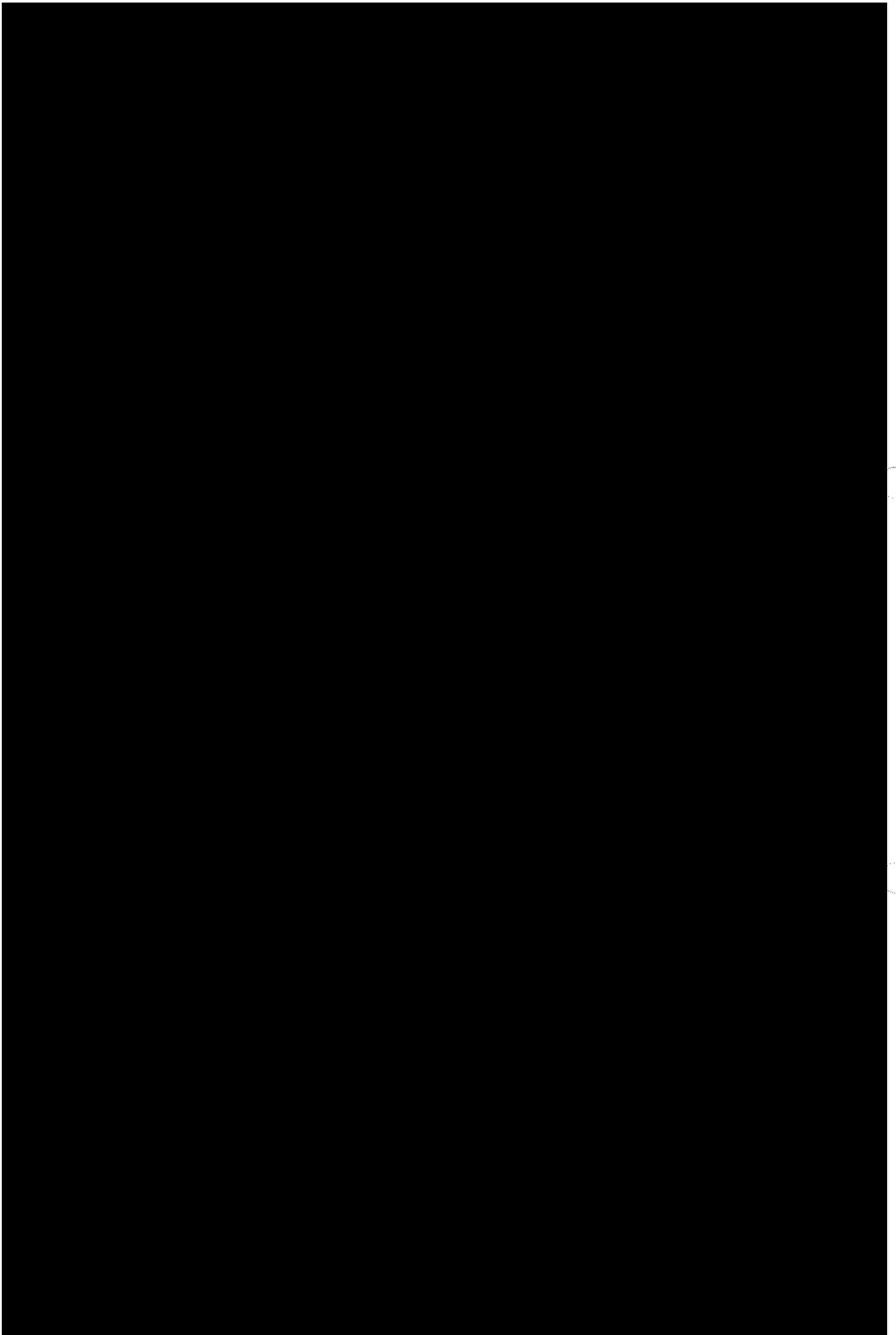
**SCHEDULE D5. – FORM OF RESIDENTIAL CALL OPTION DEED**

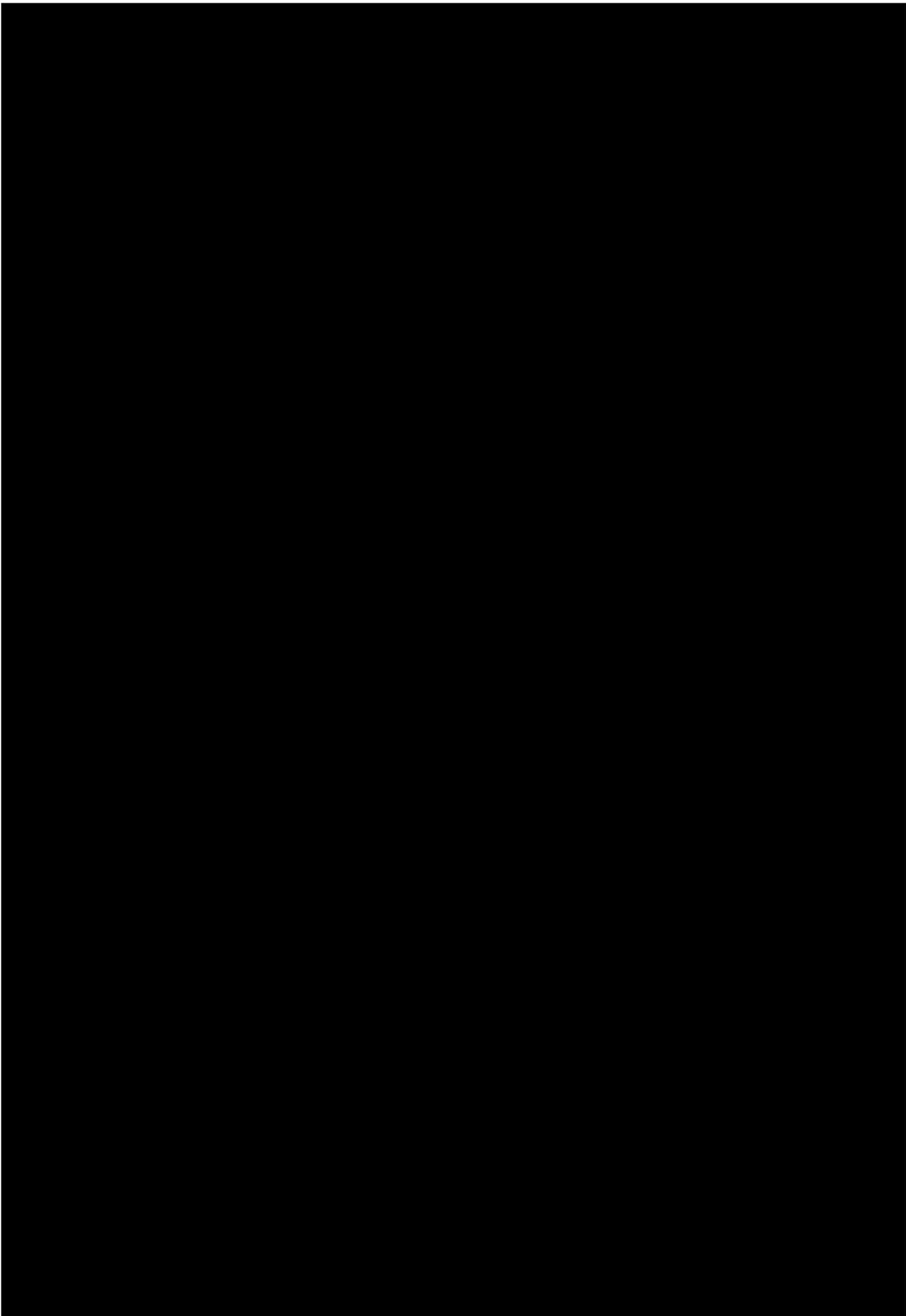


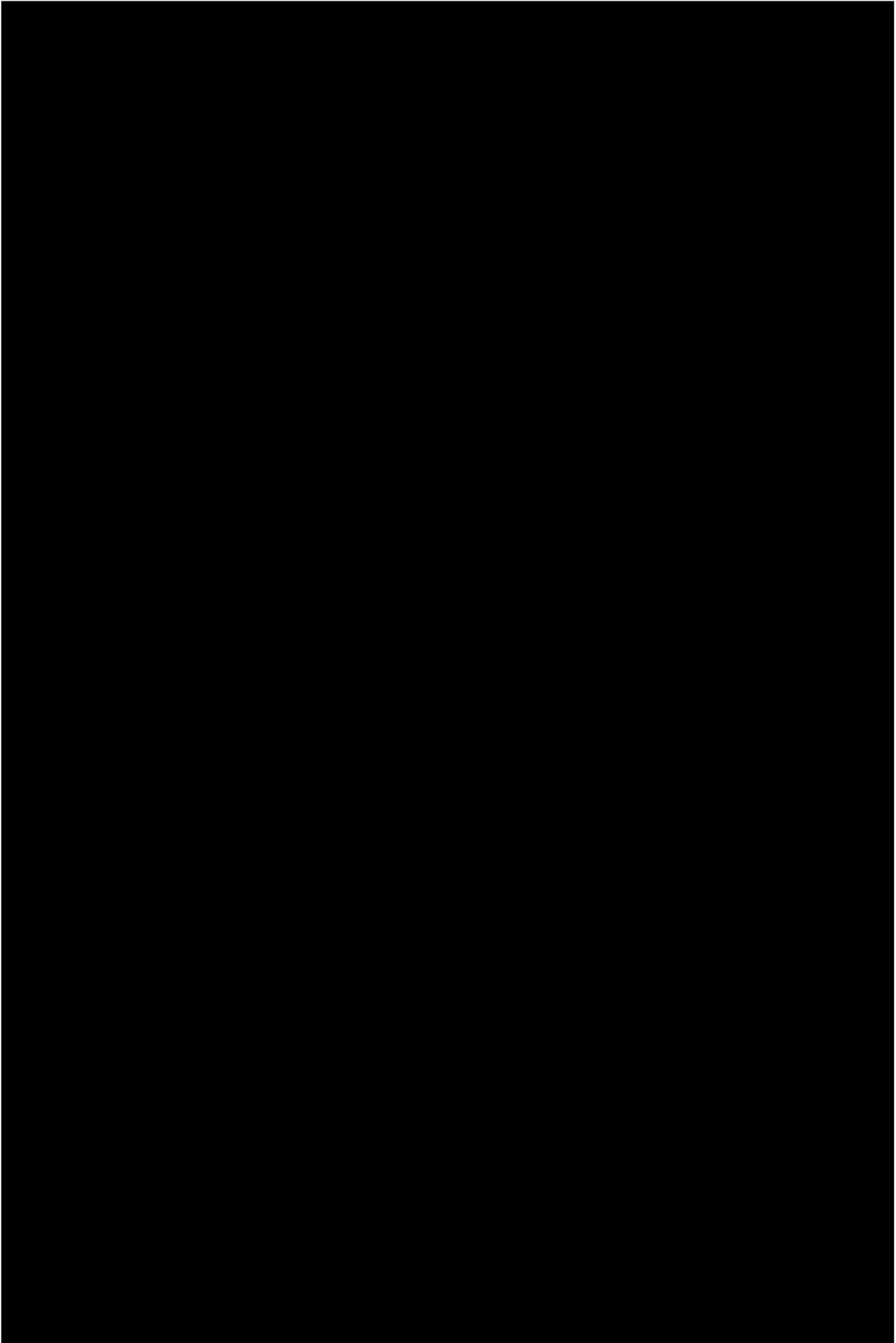


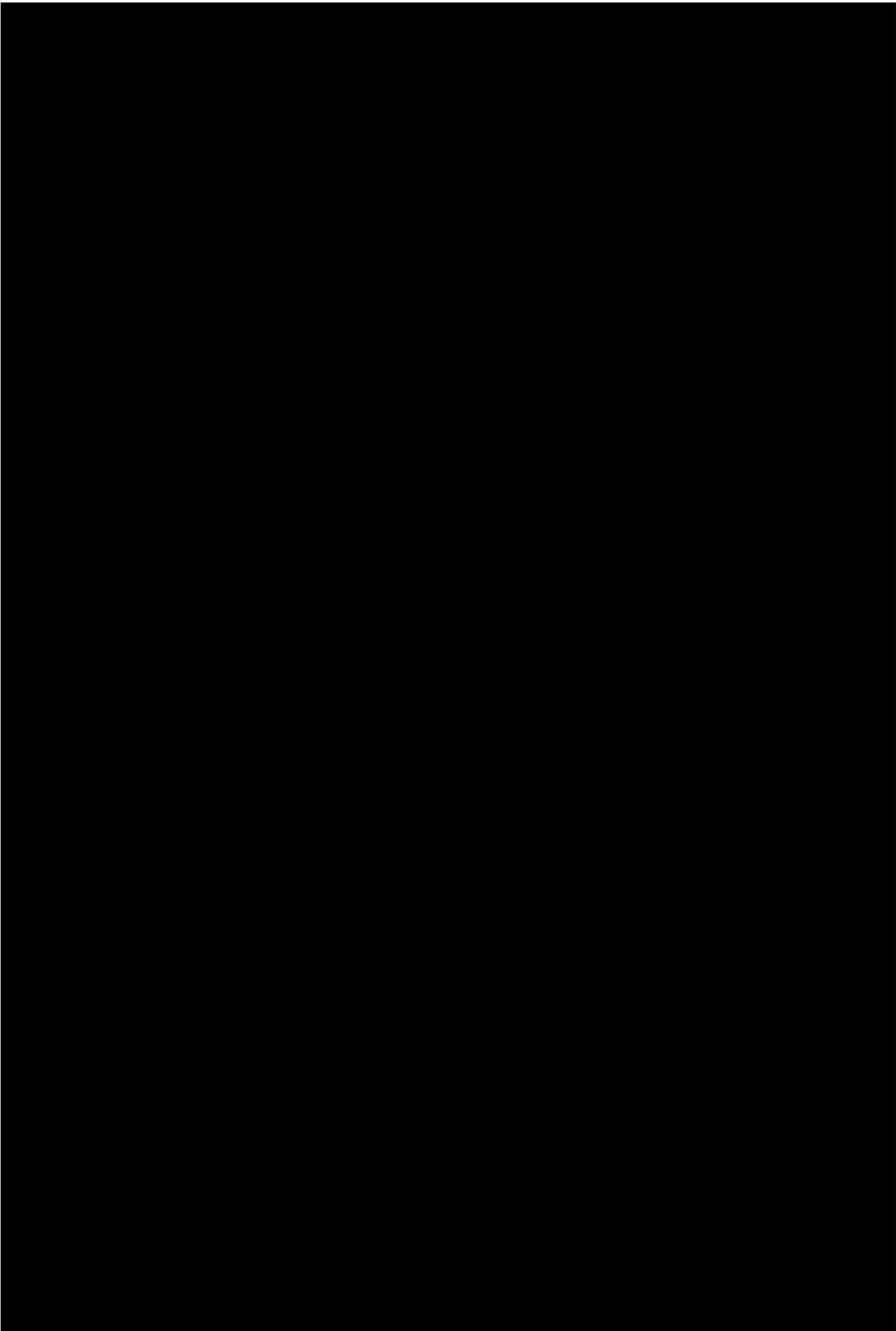


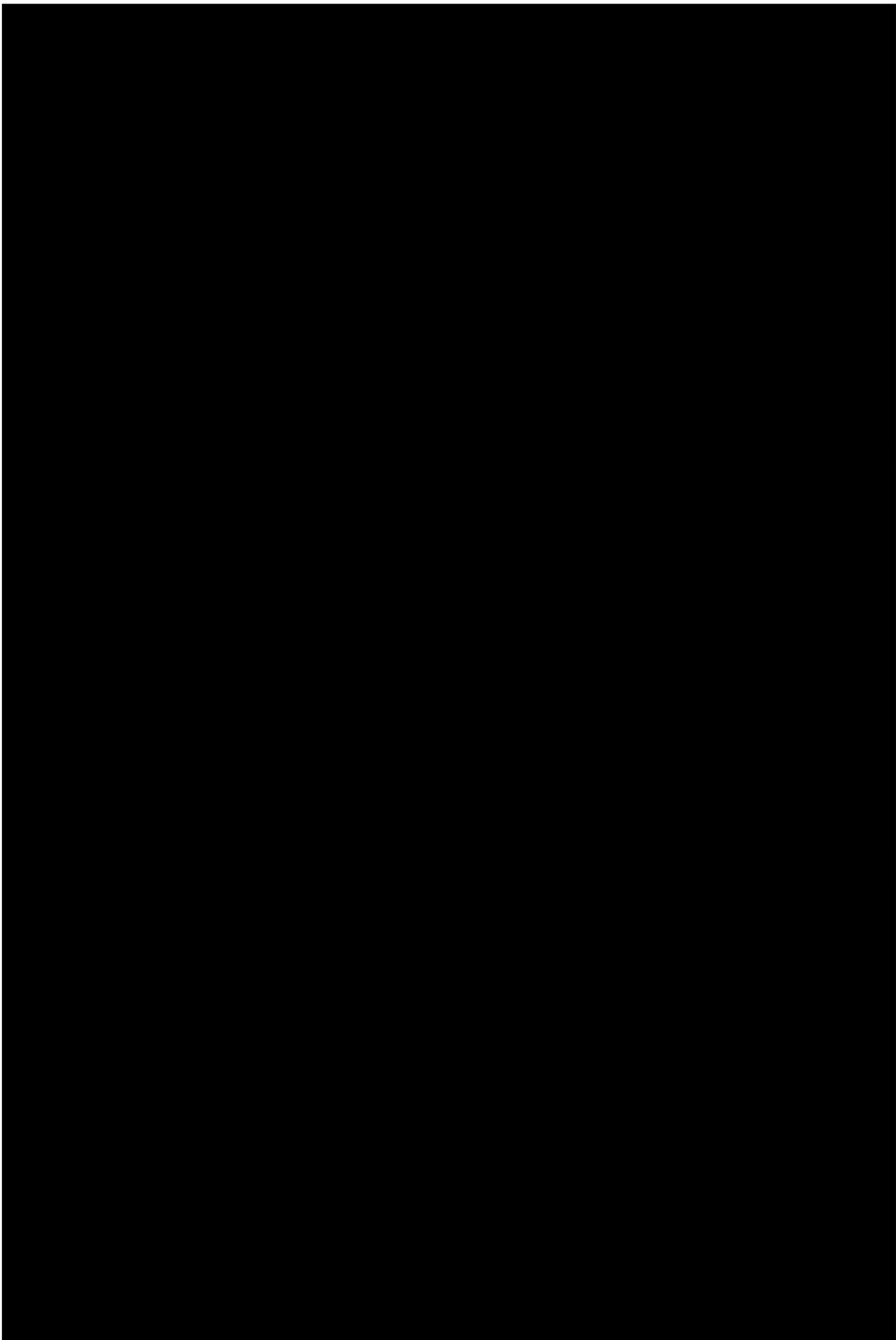


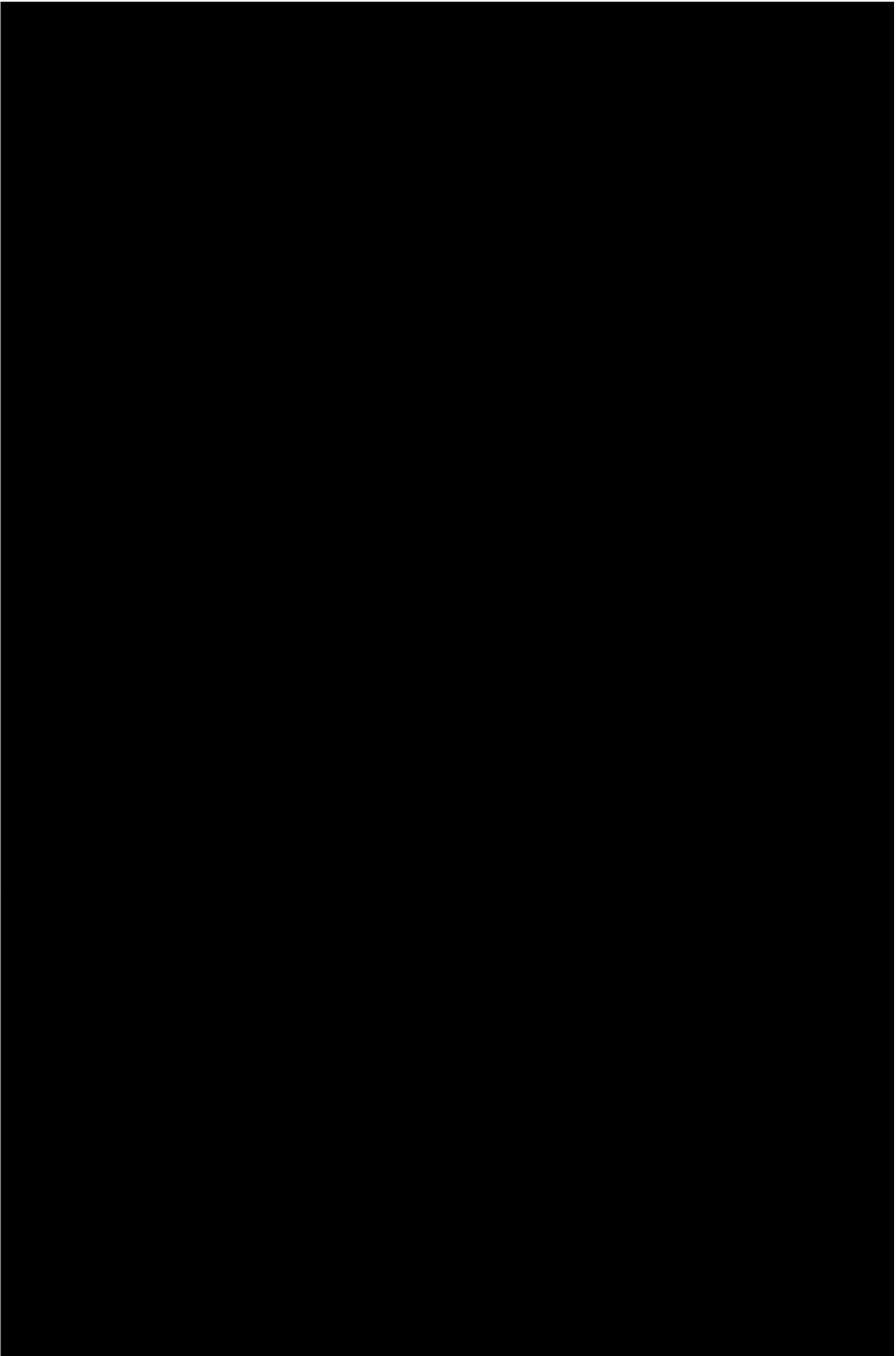


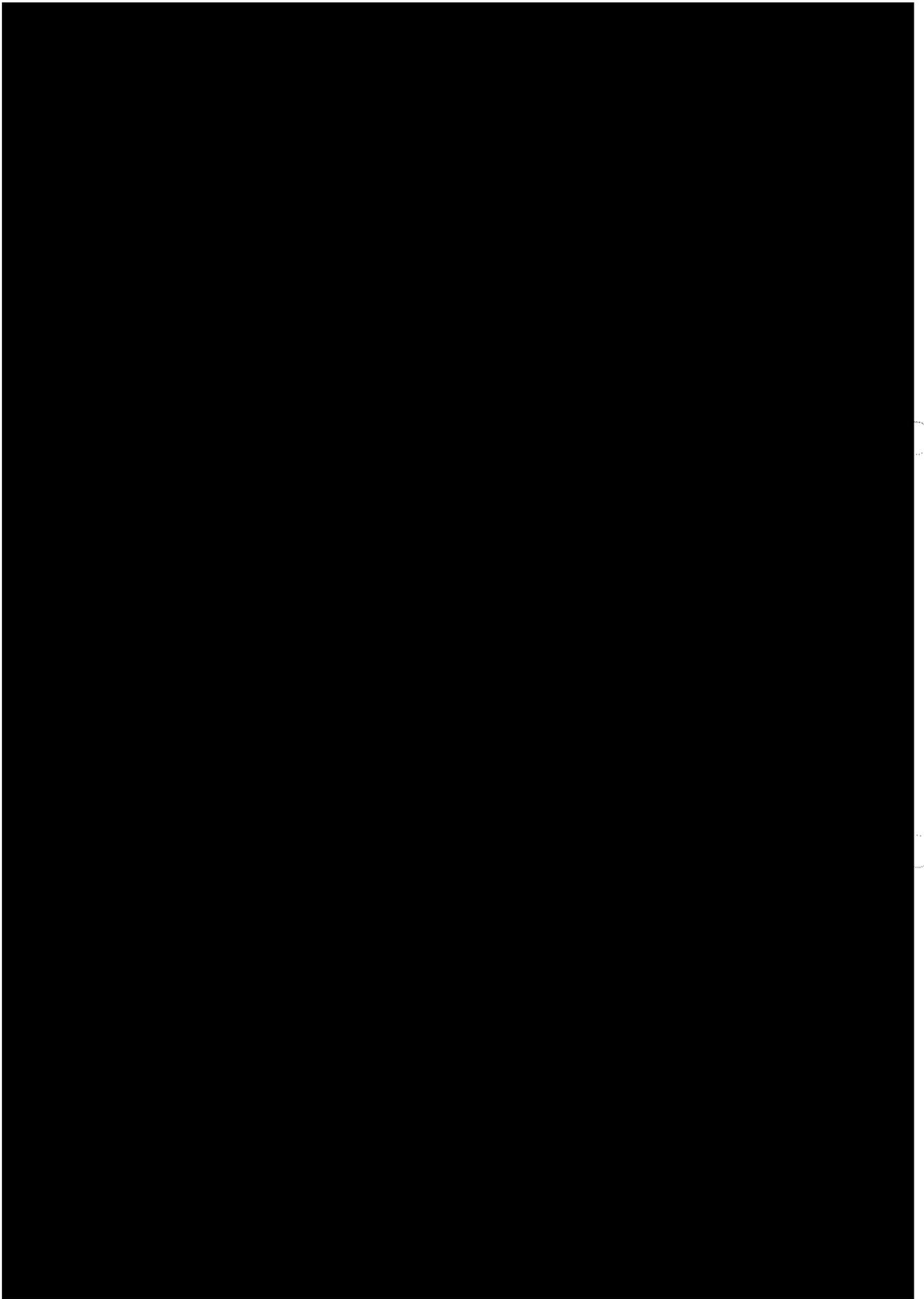


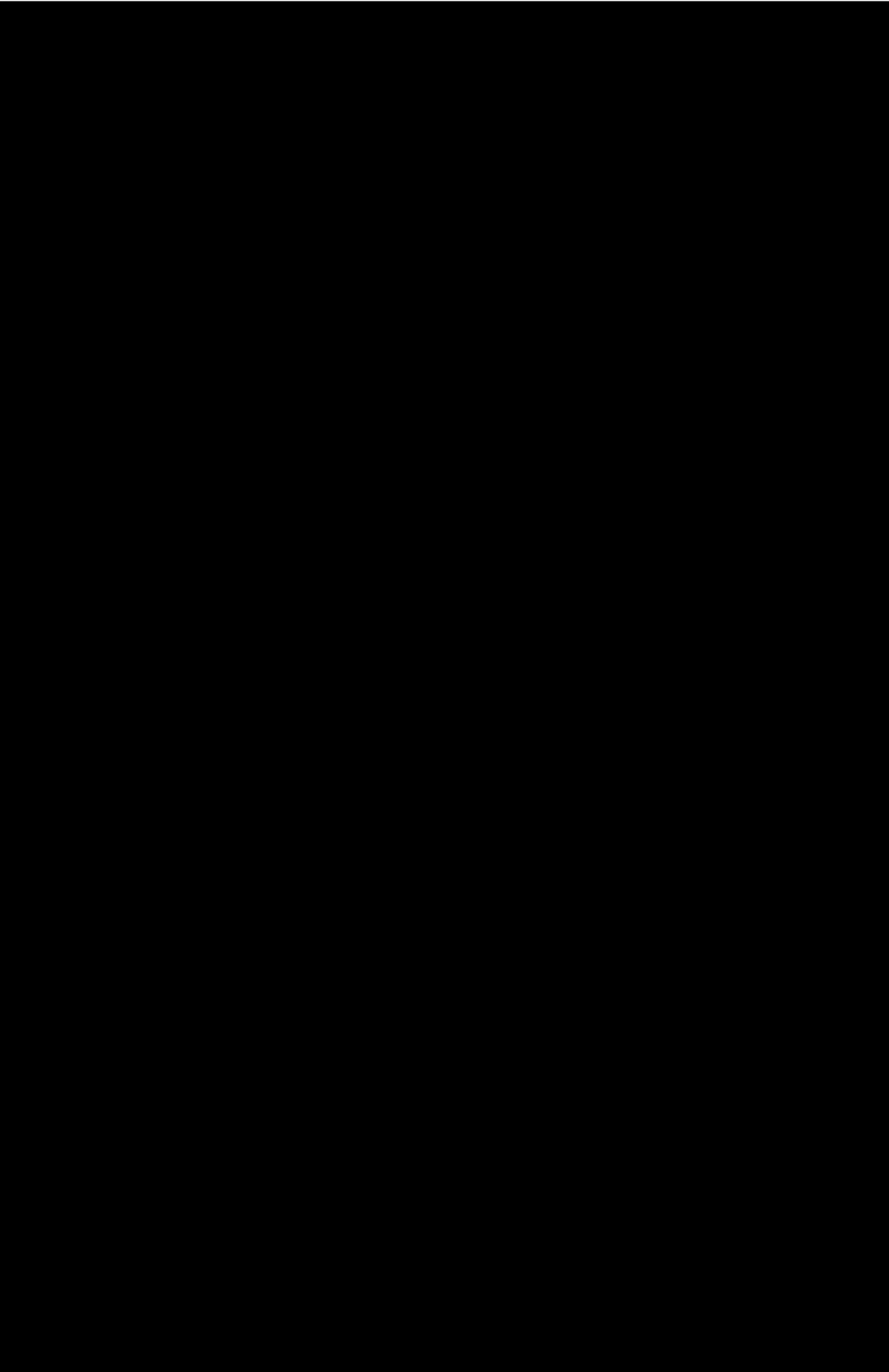




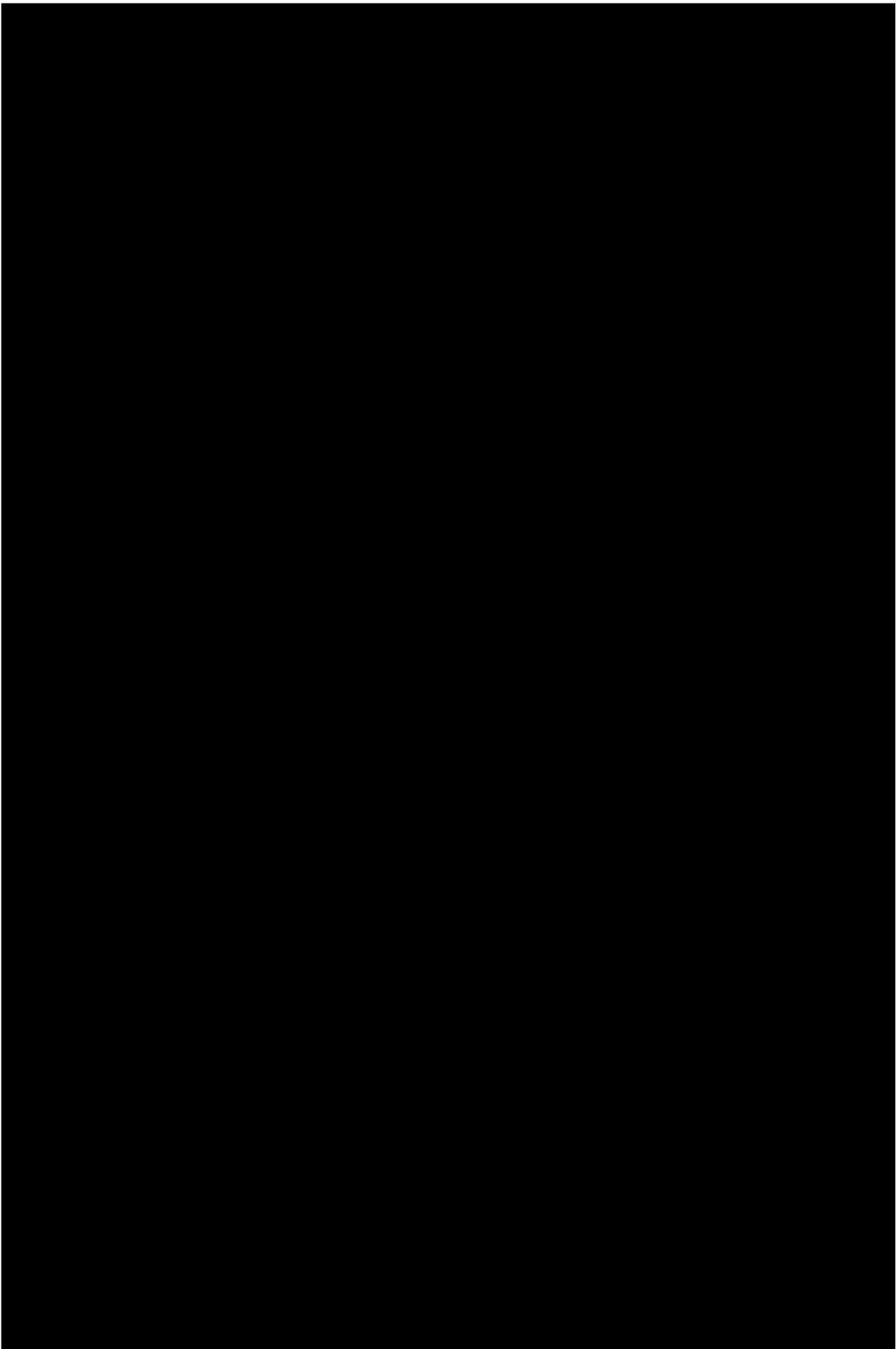


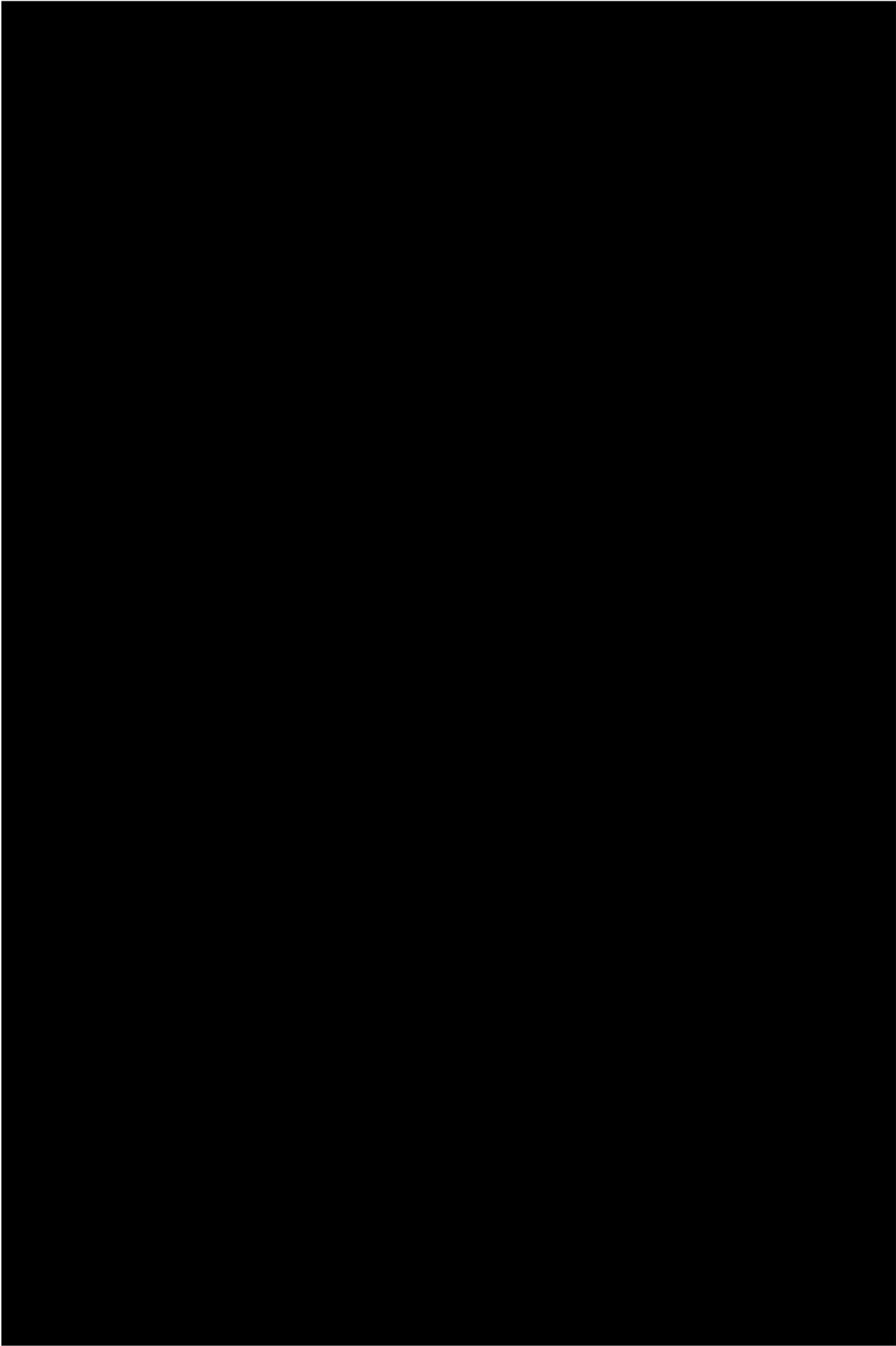


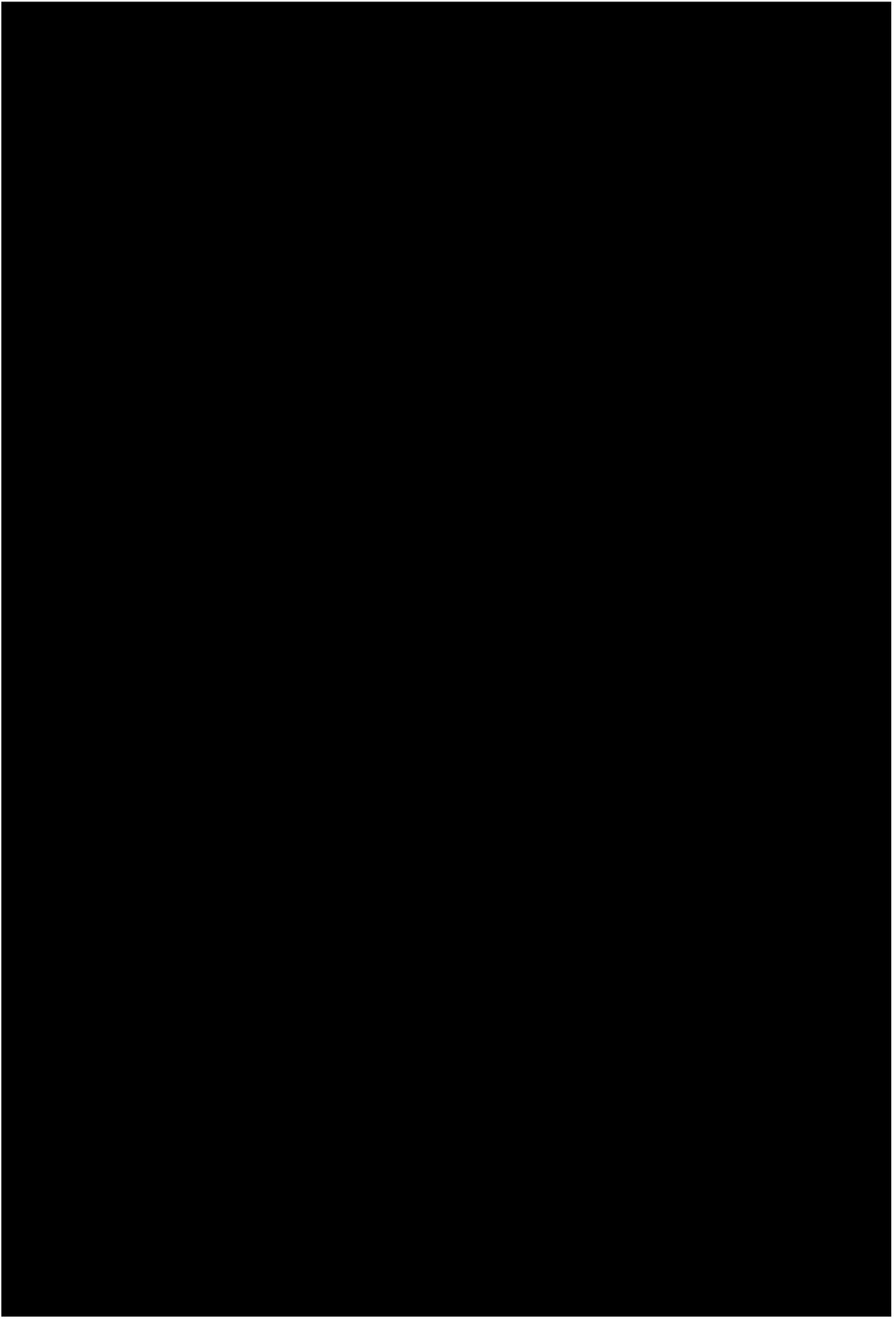


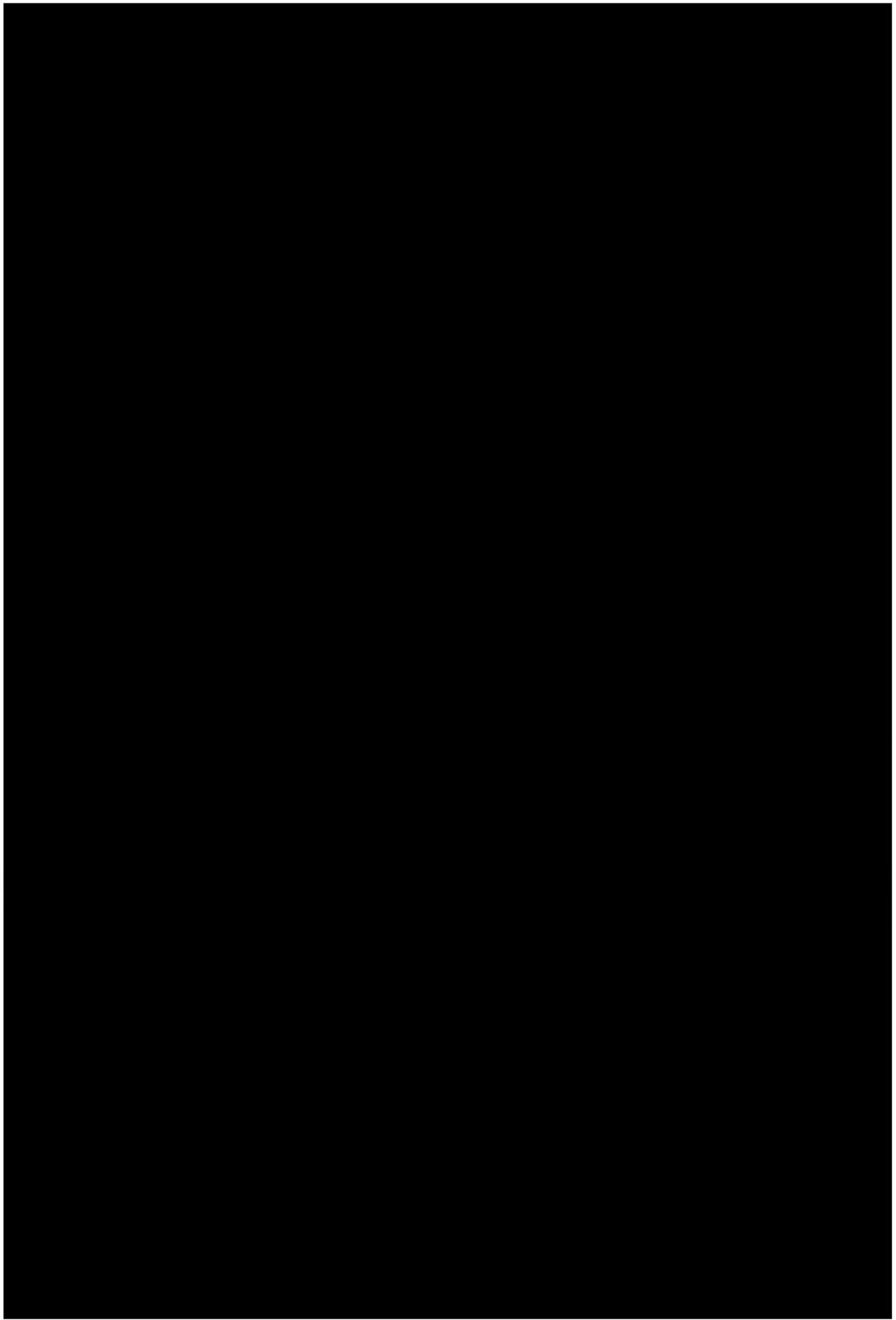


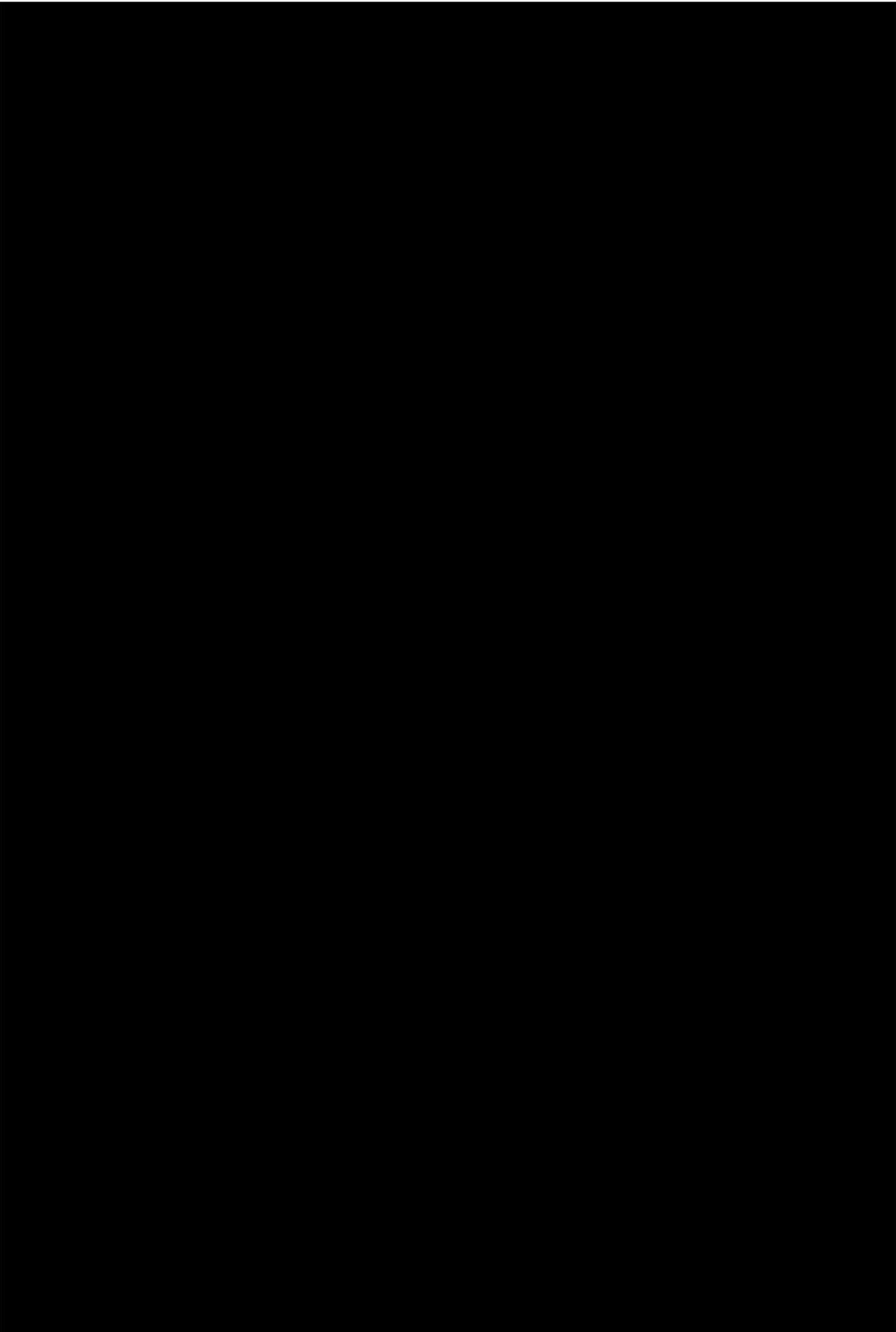


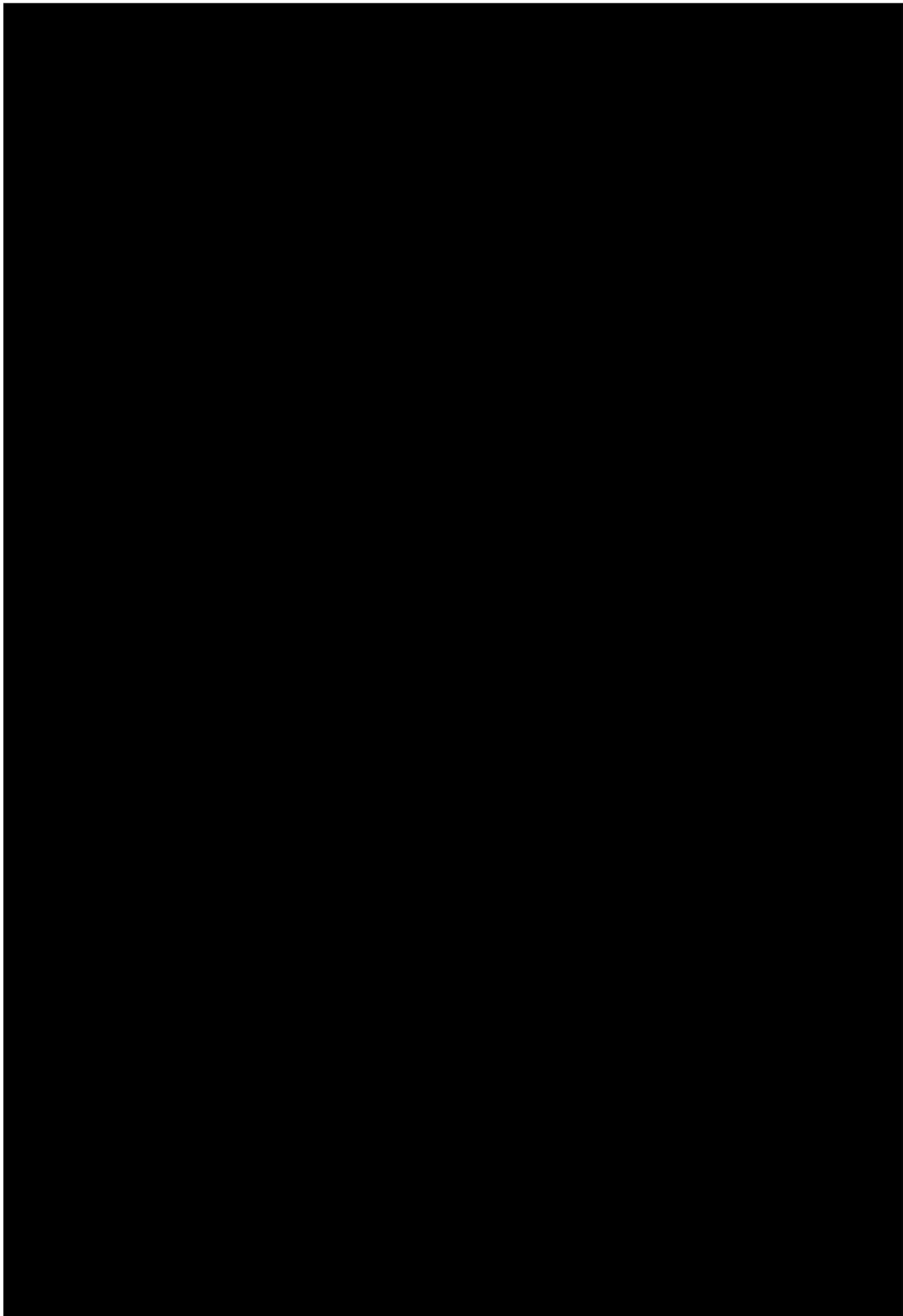


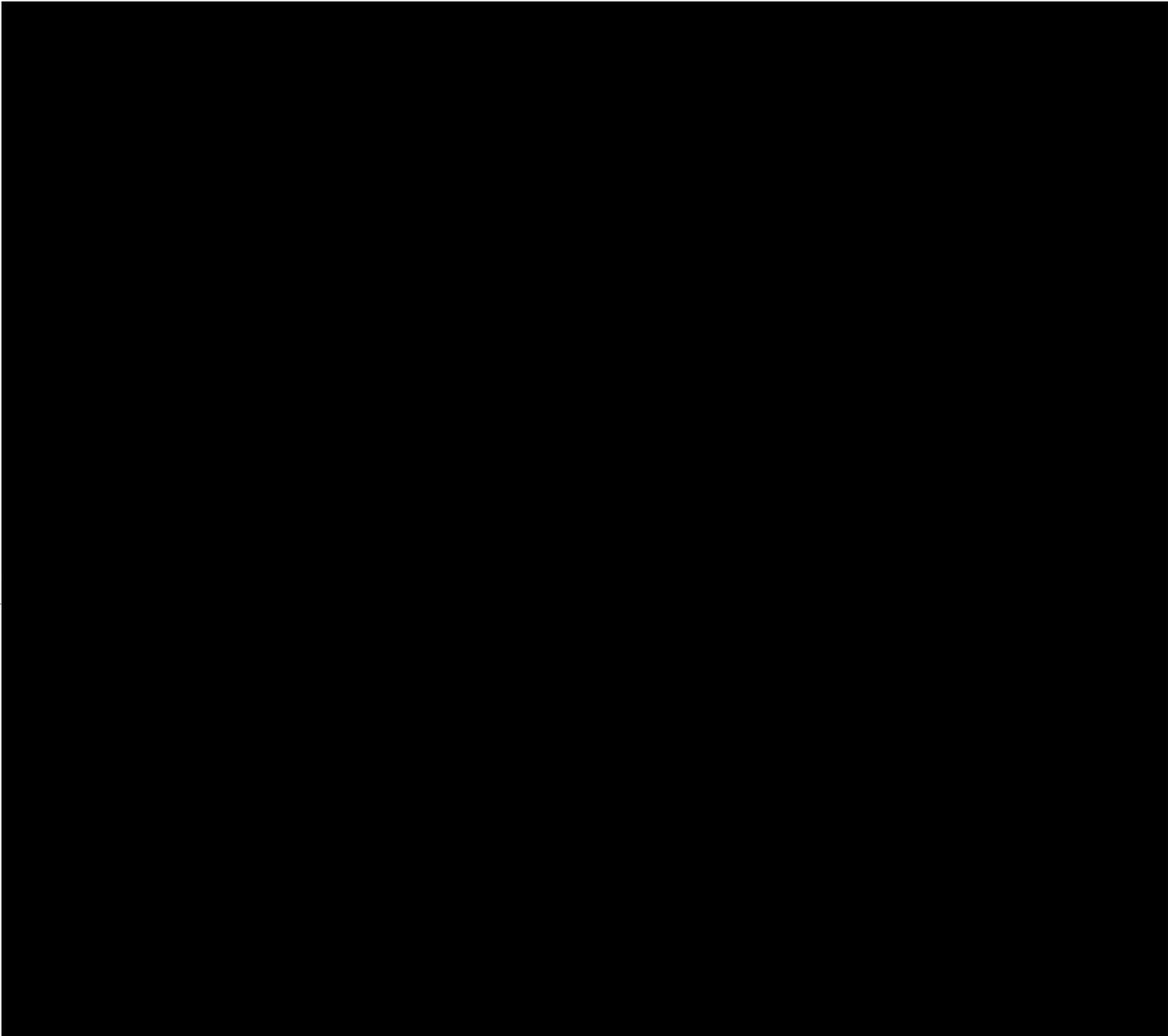


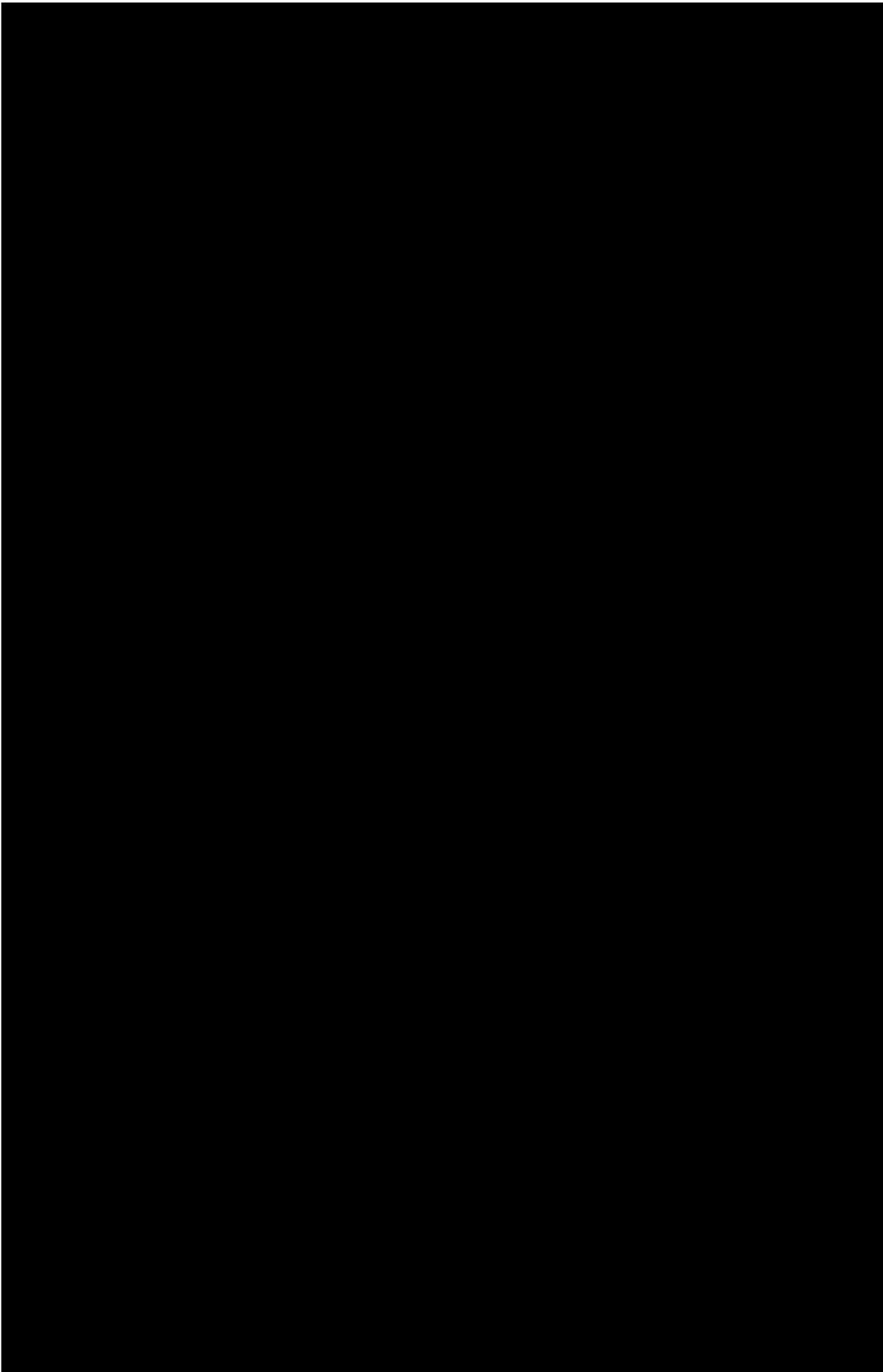


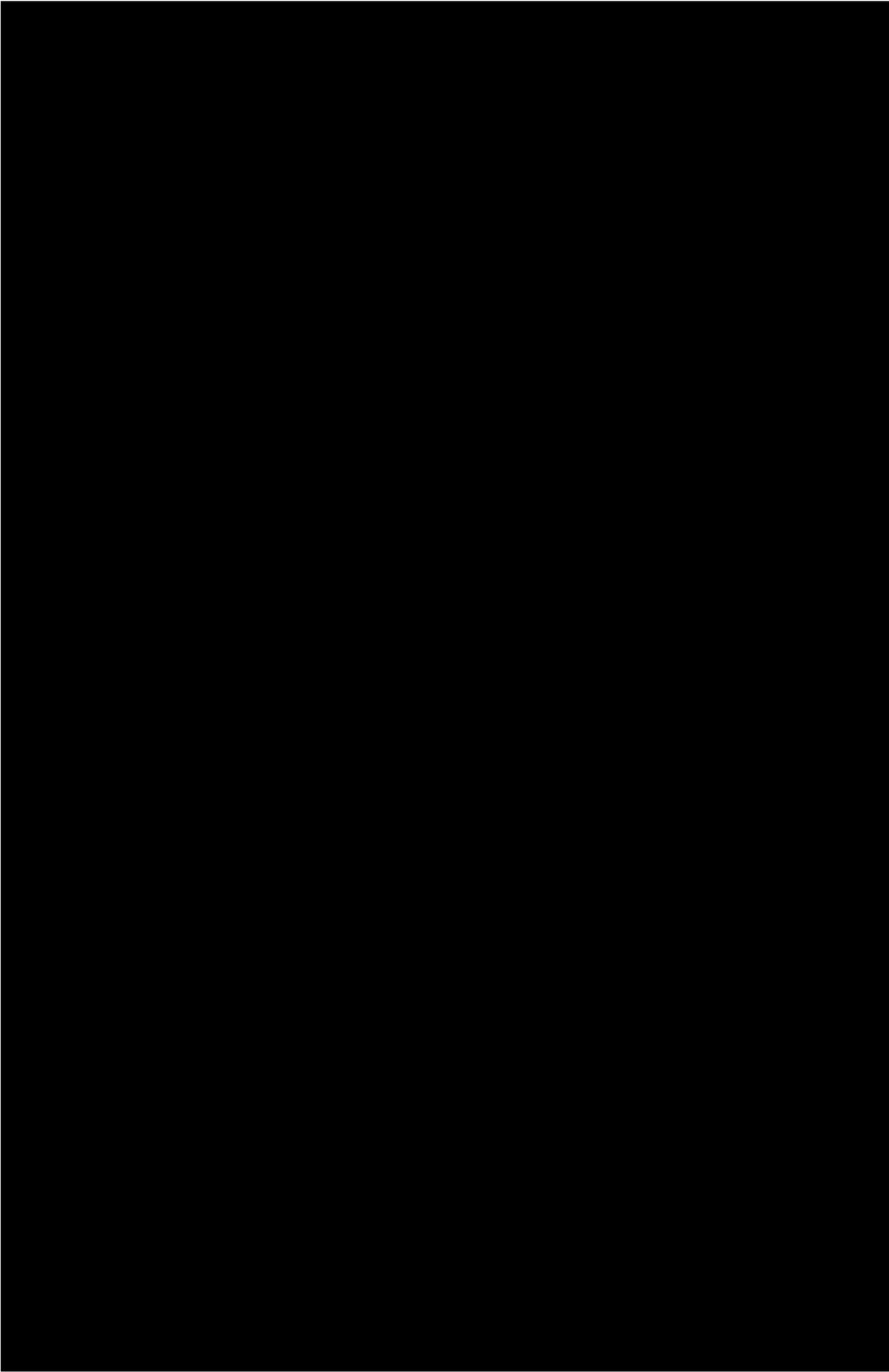


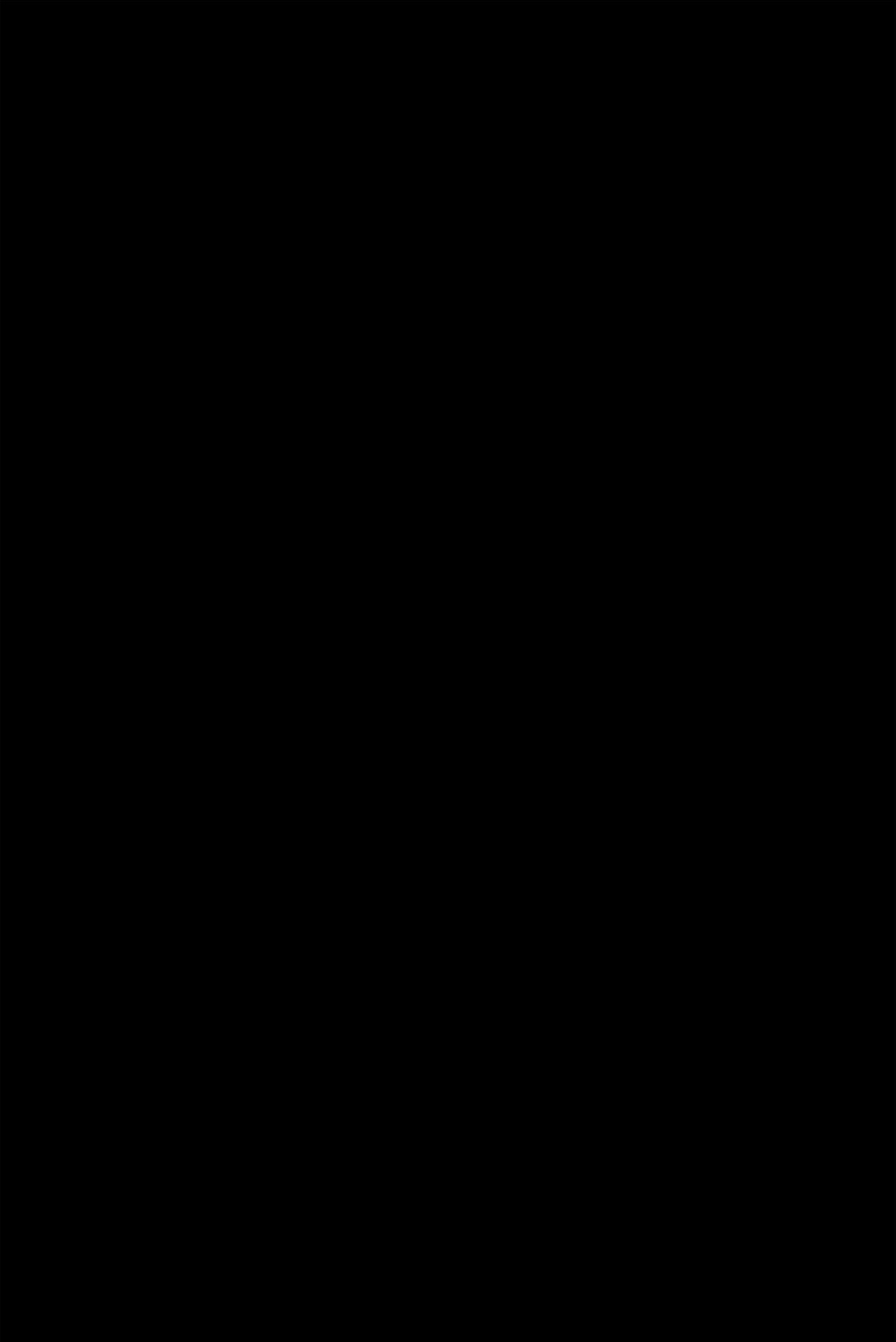


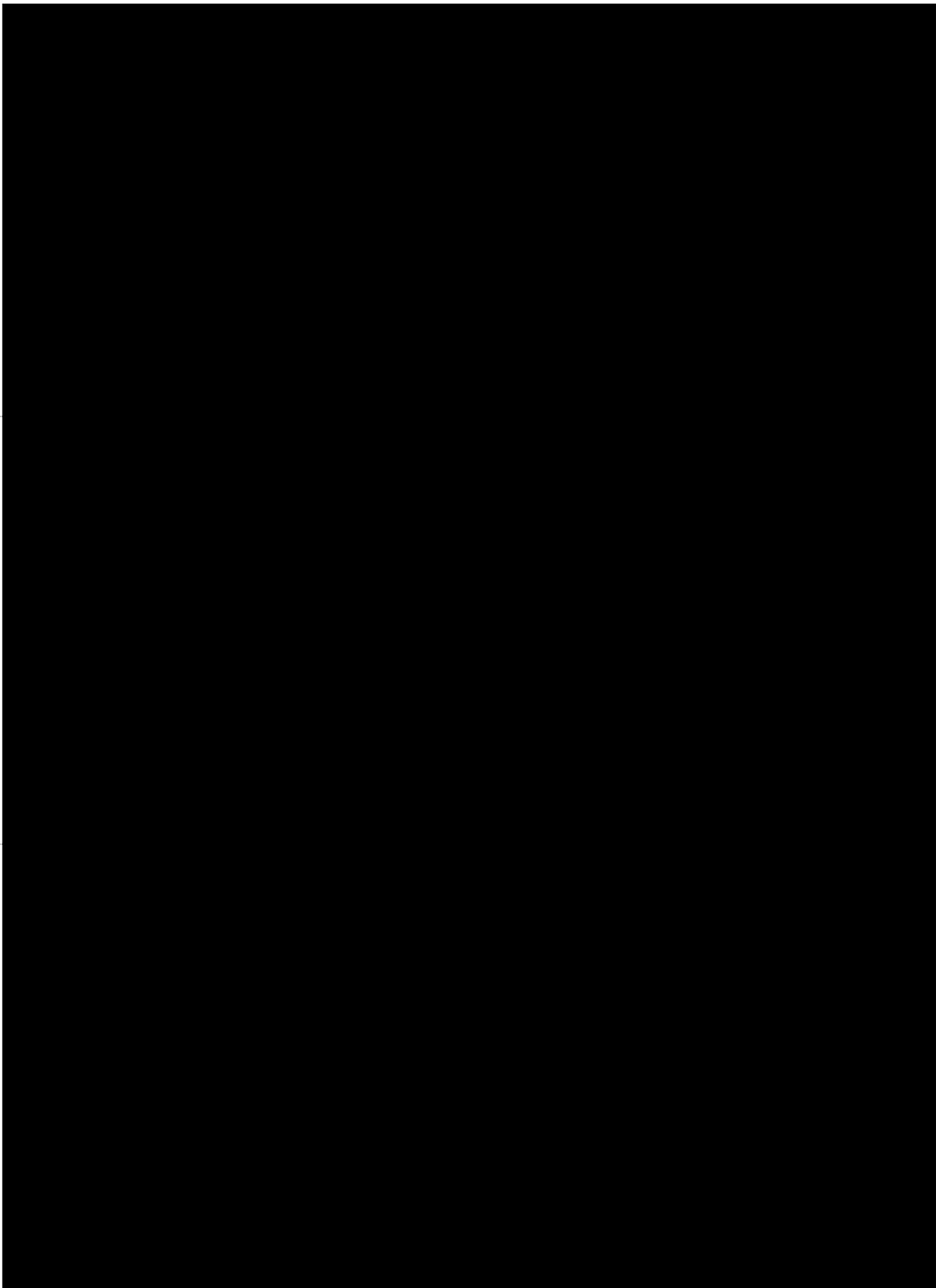


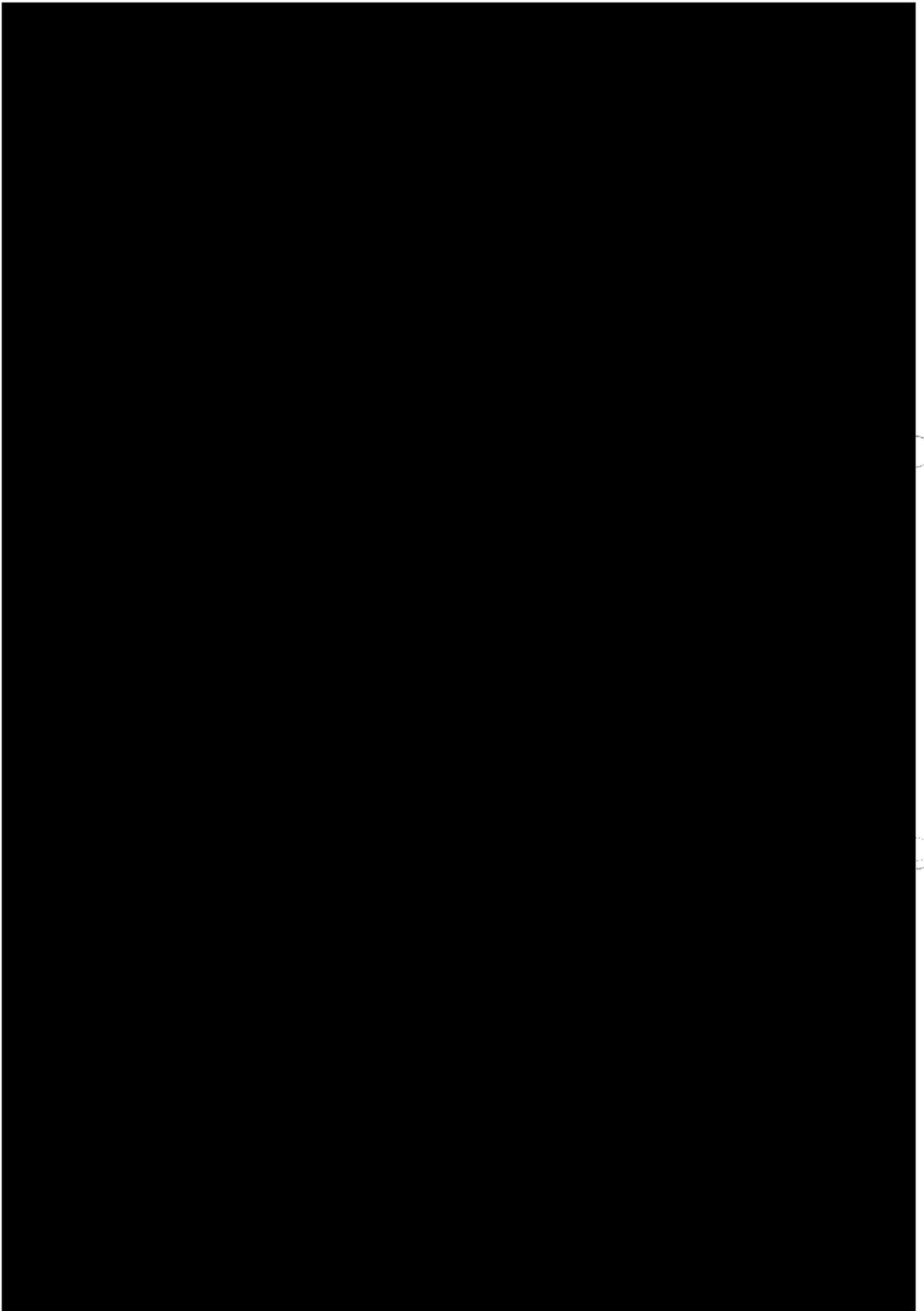


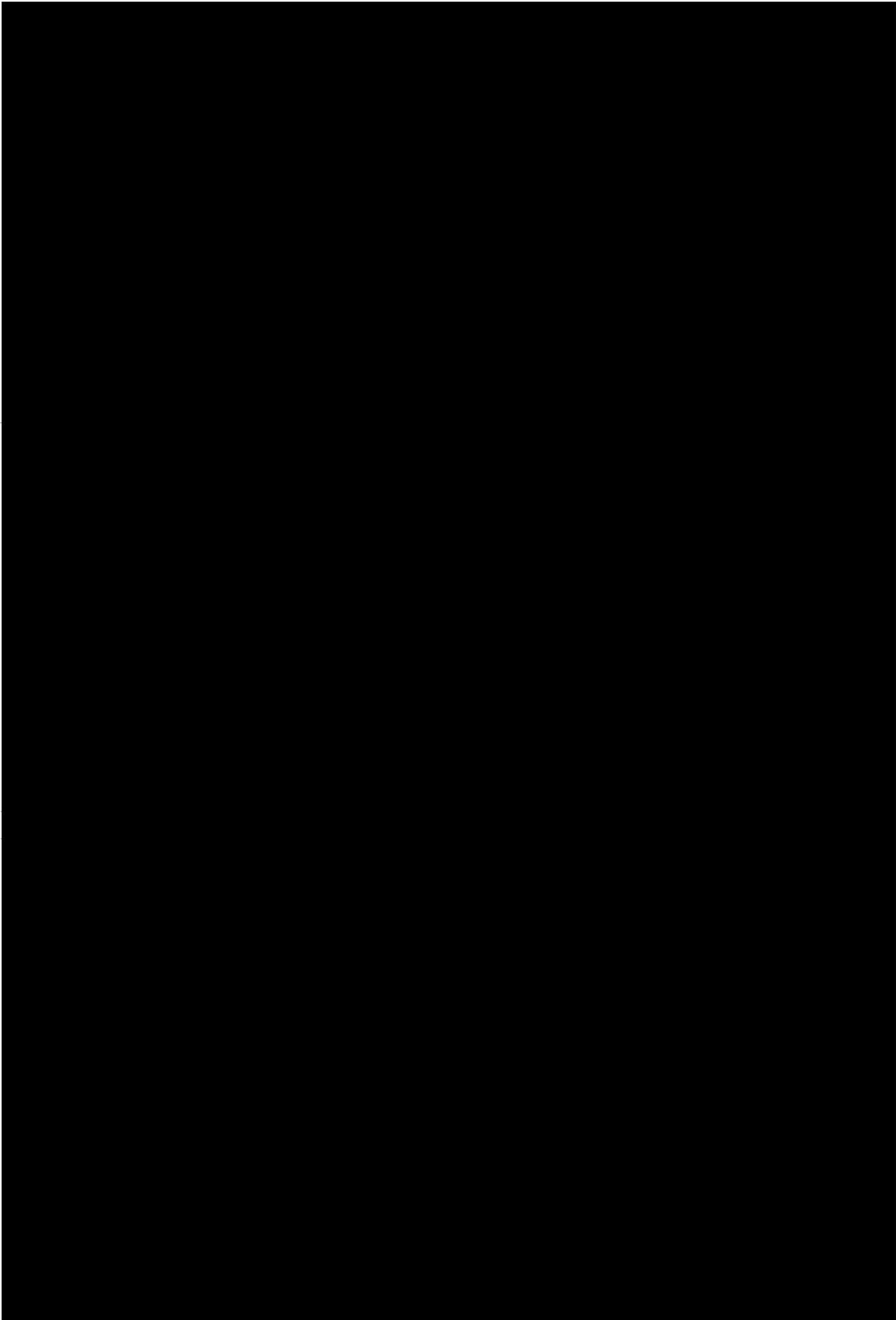


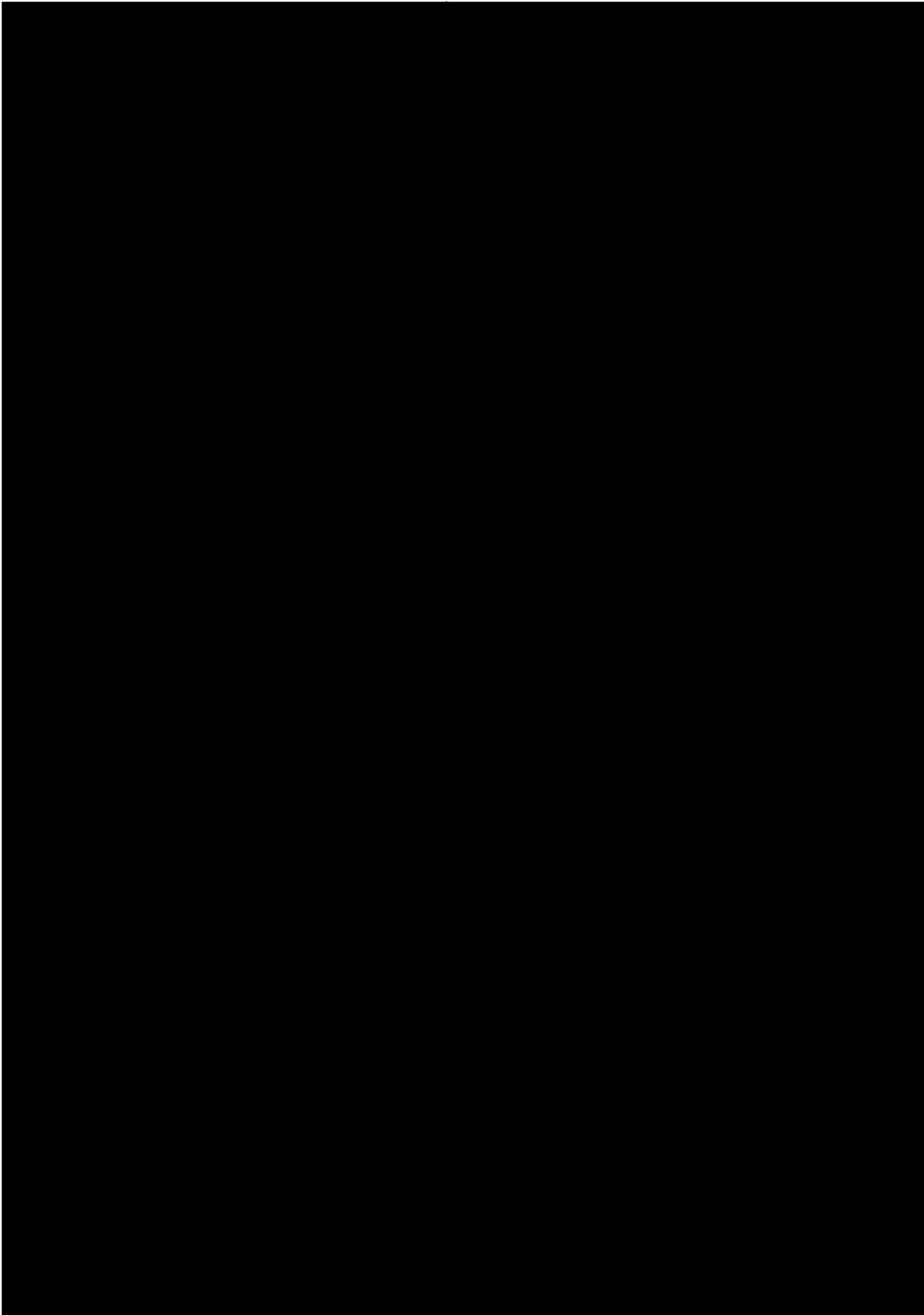


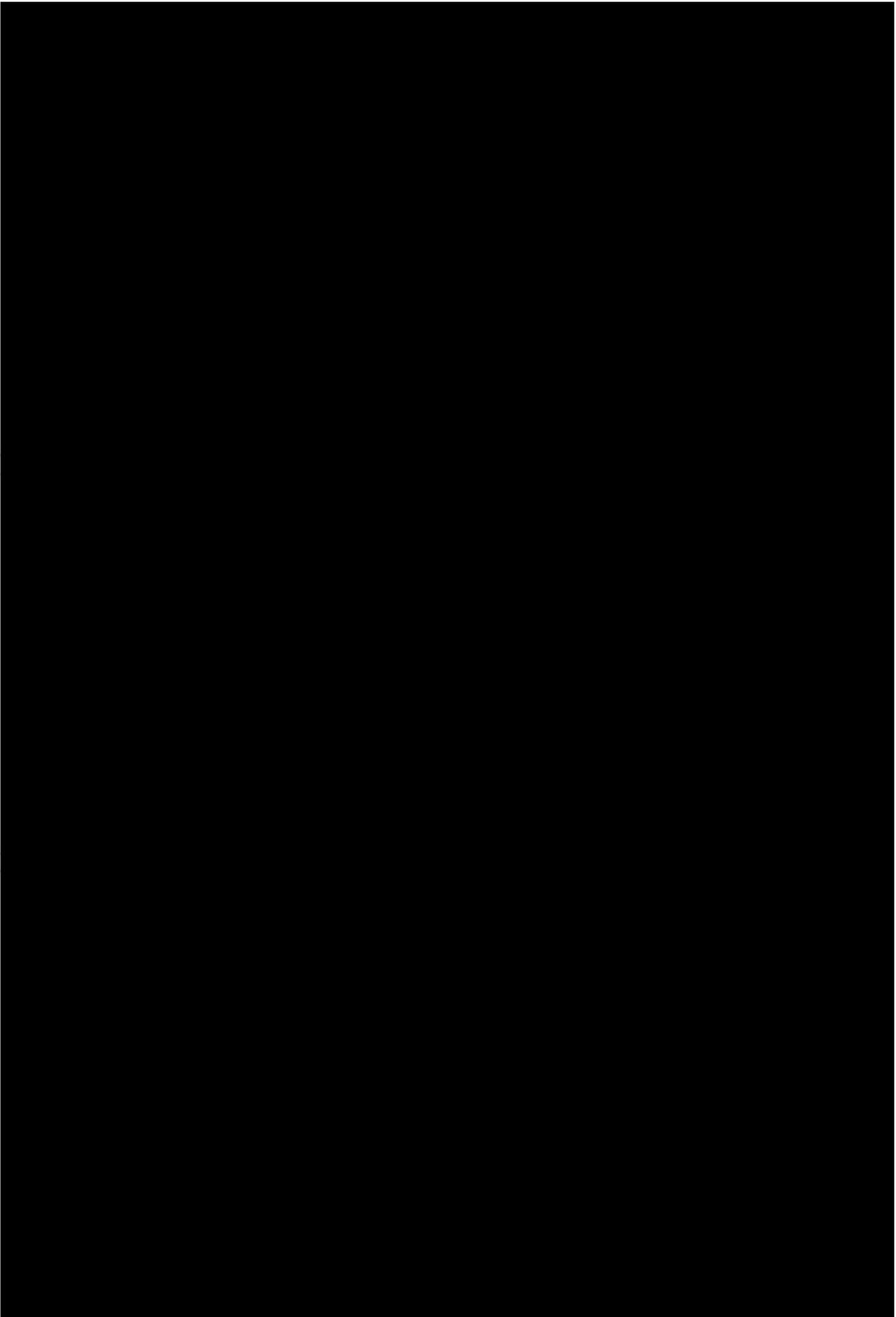


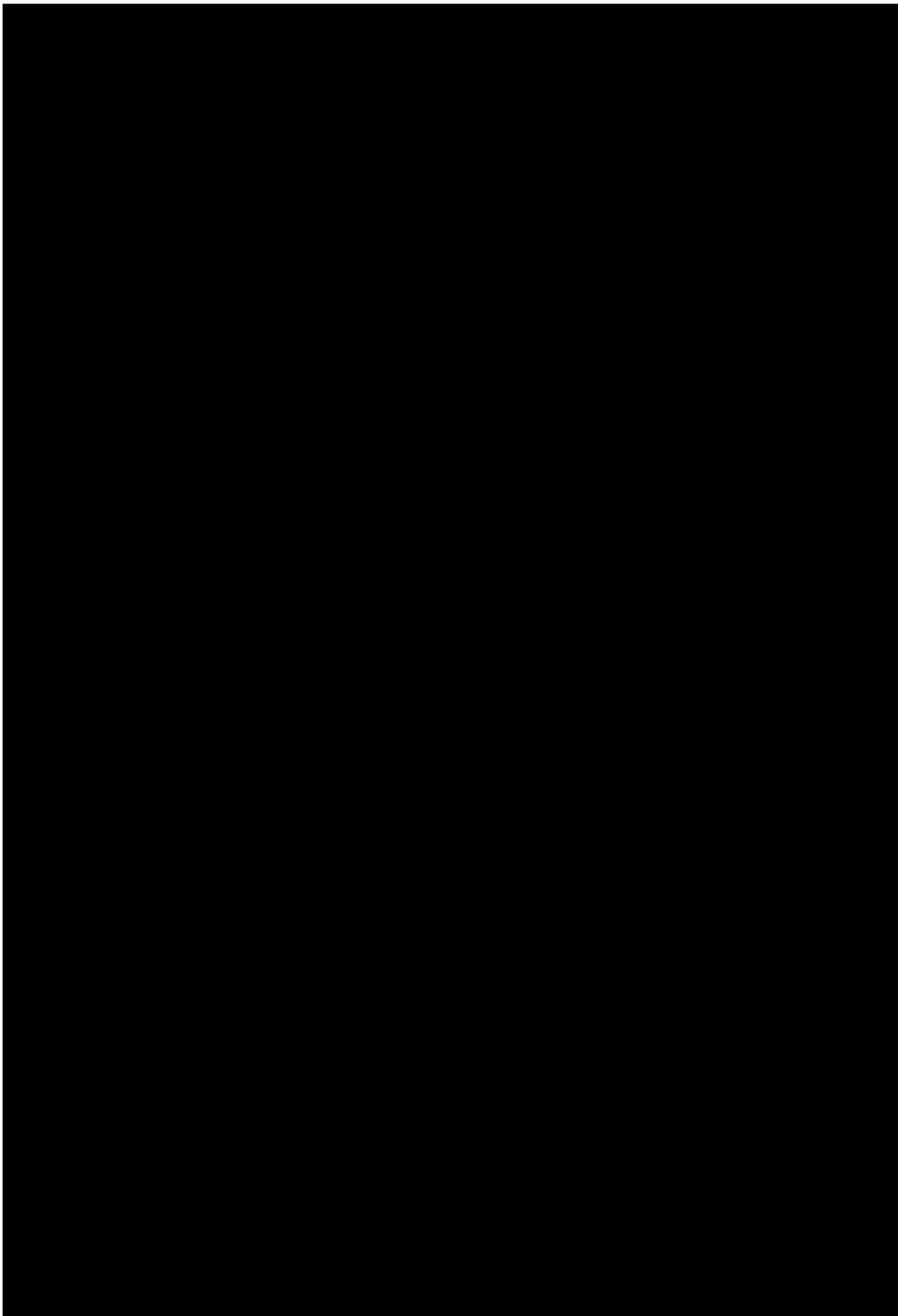


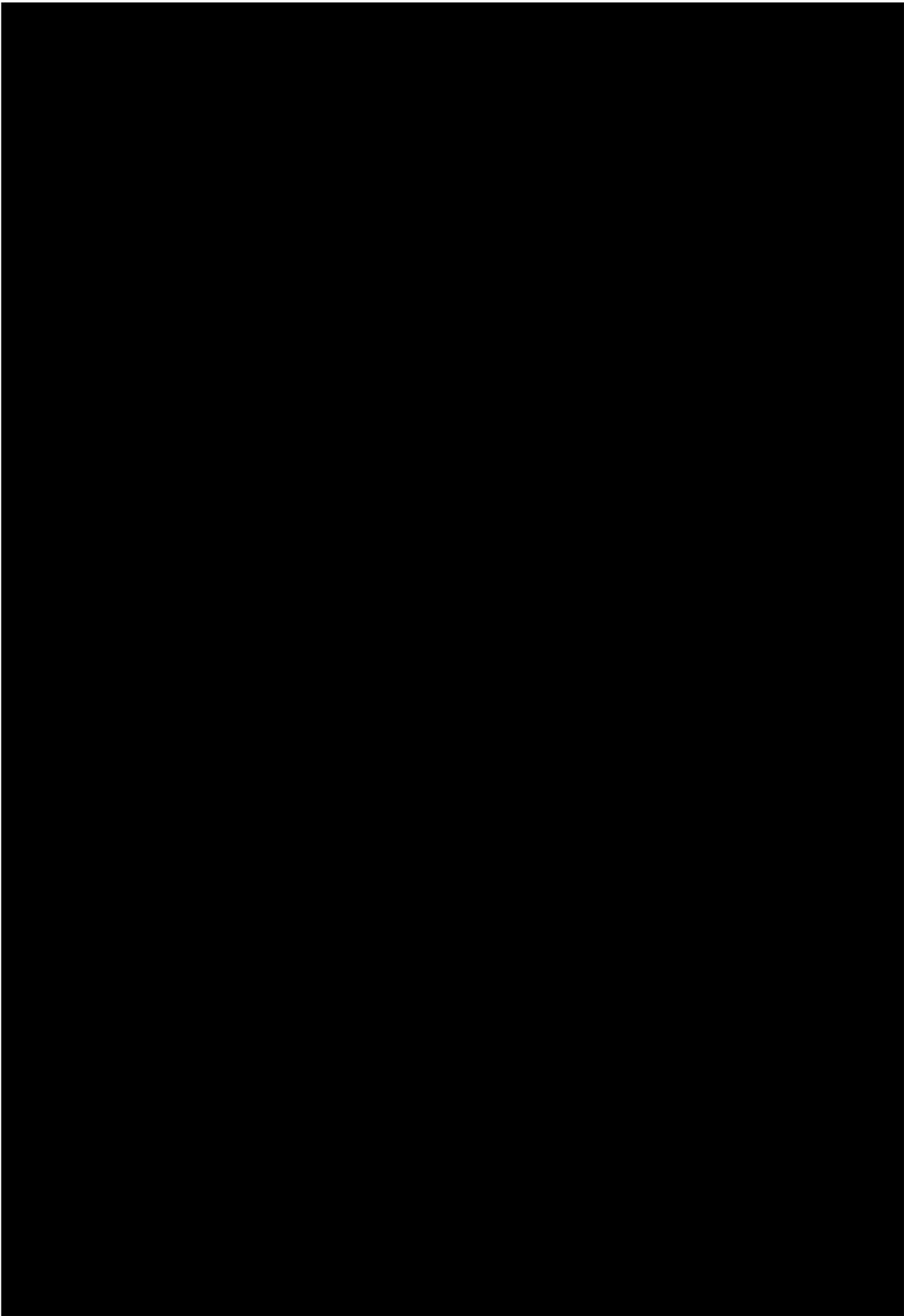


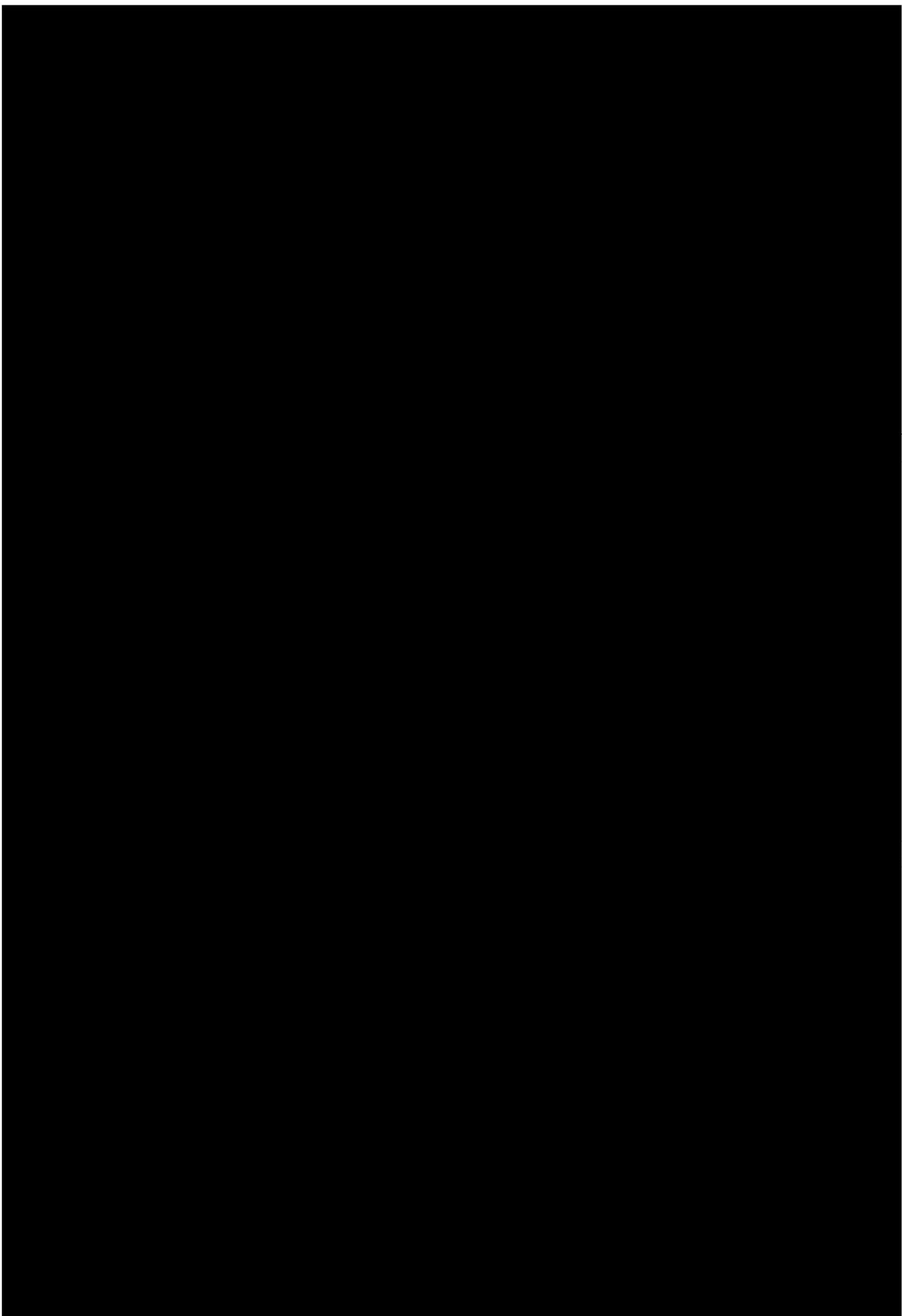


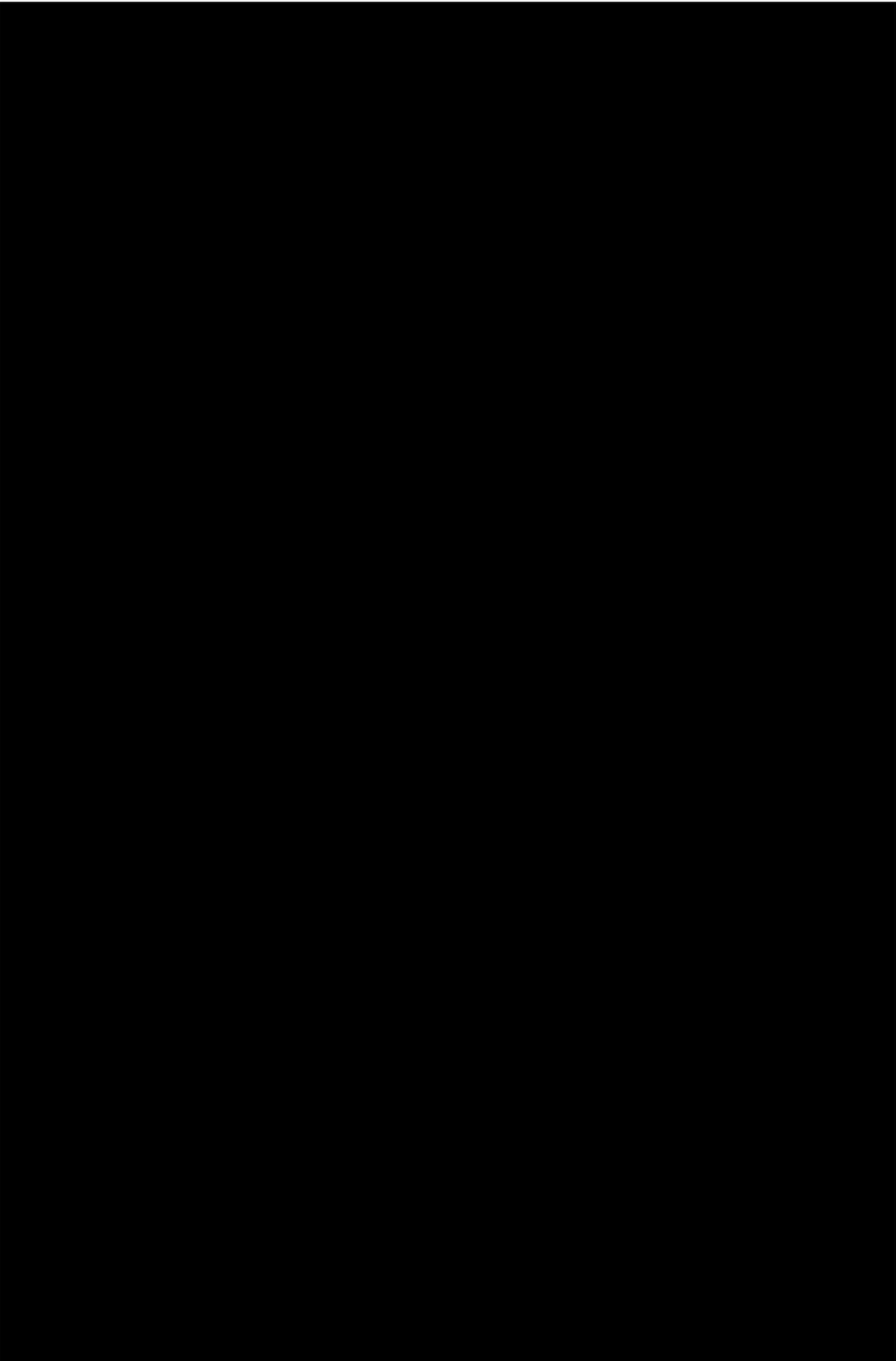


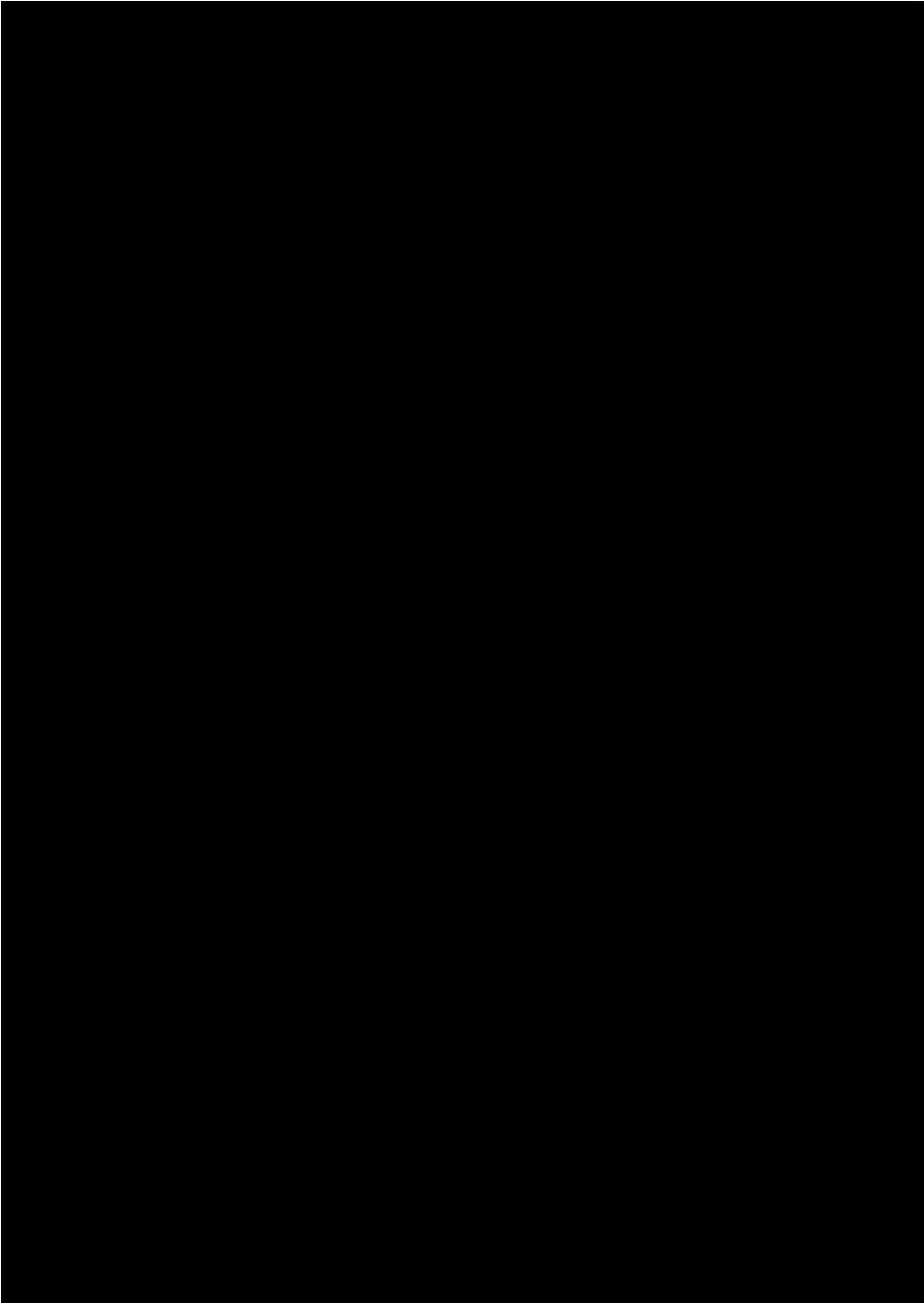






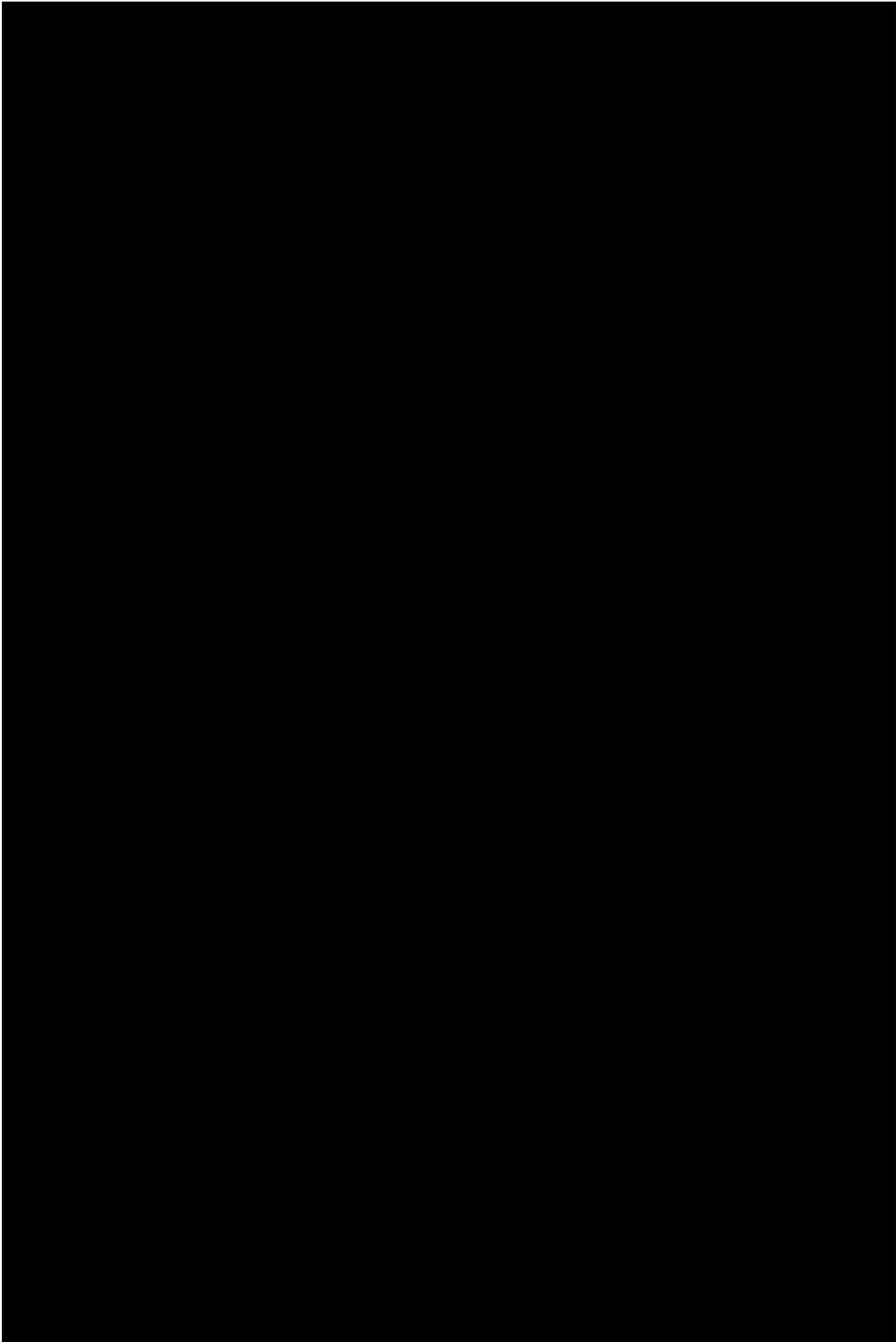


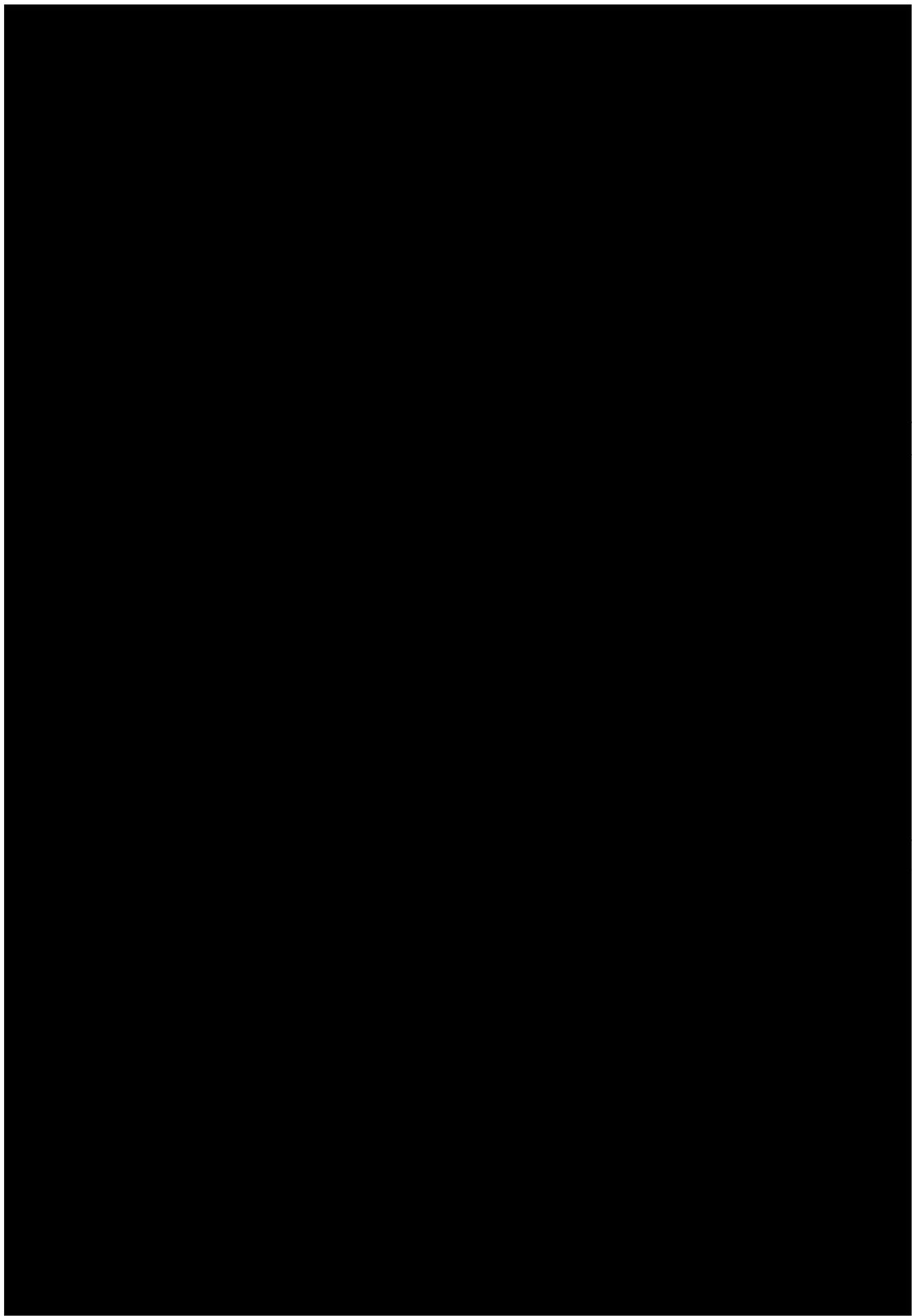


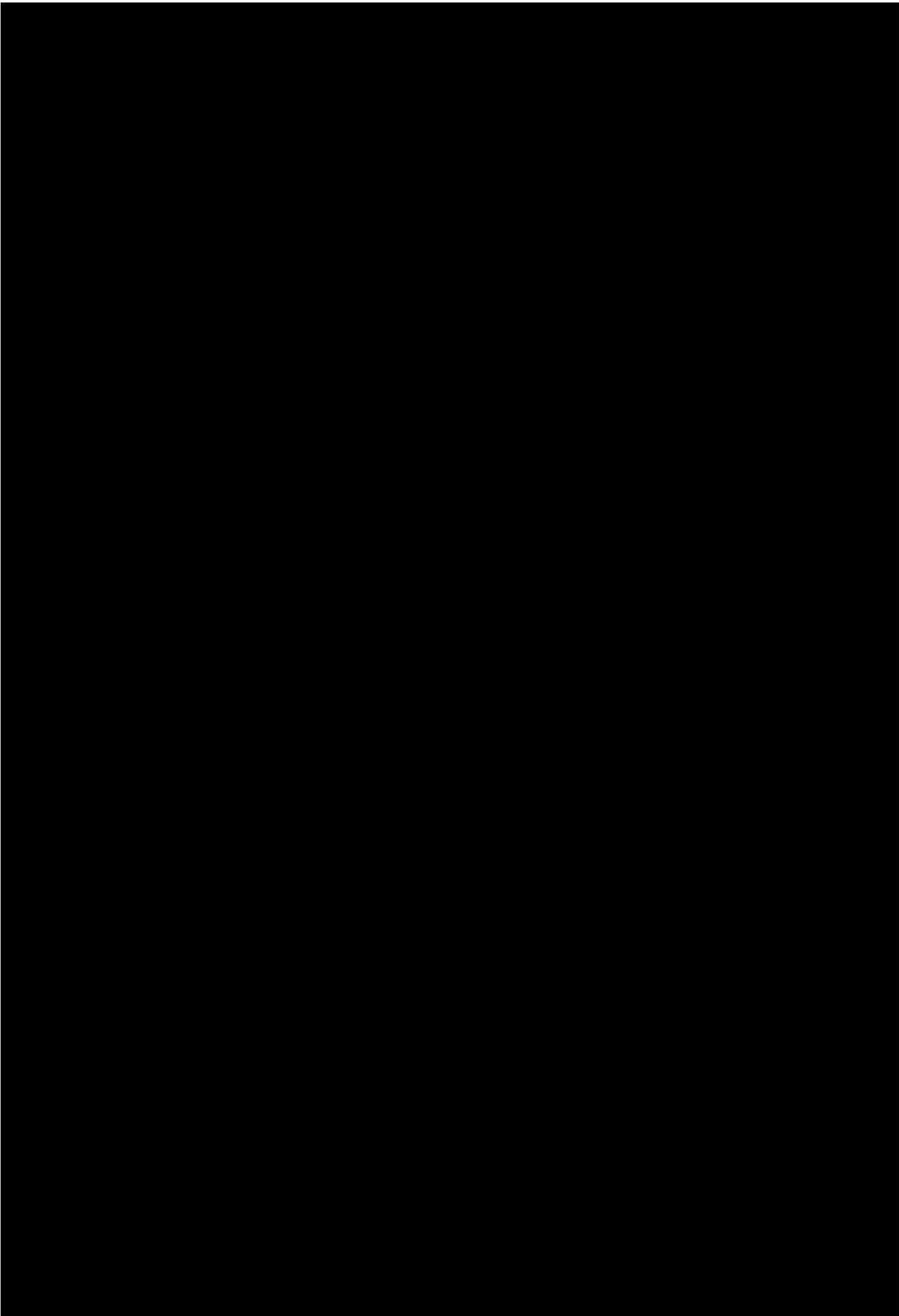


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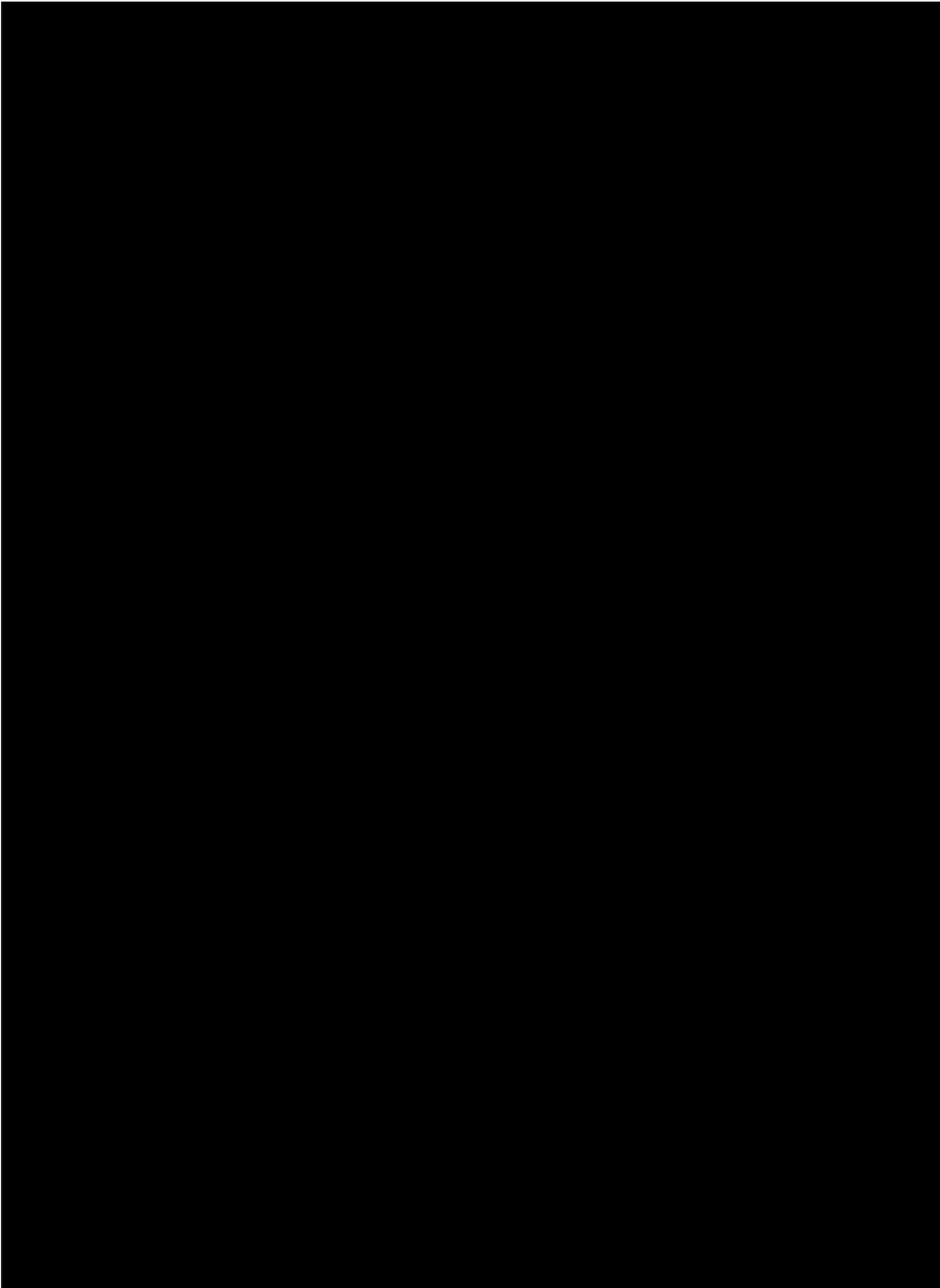
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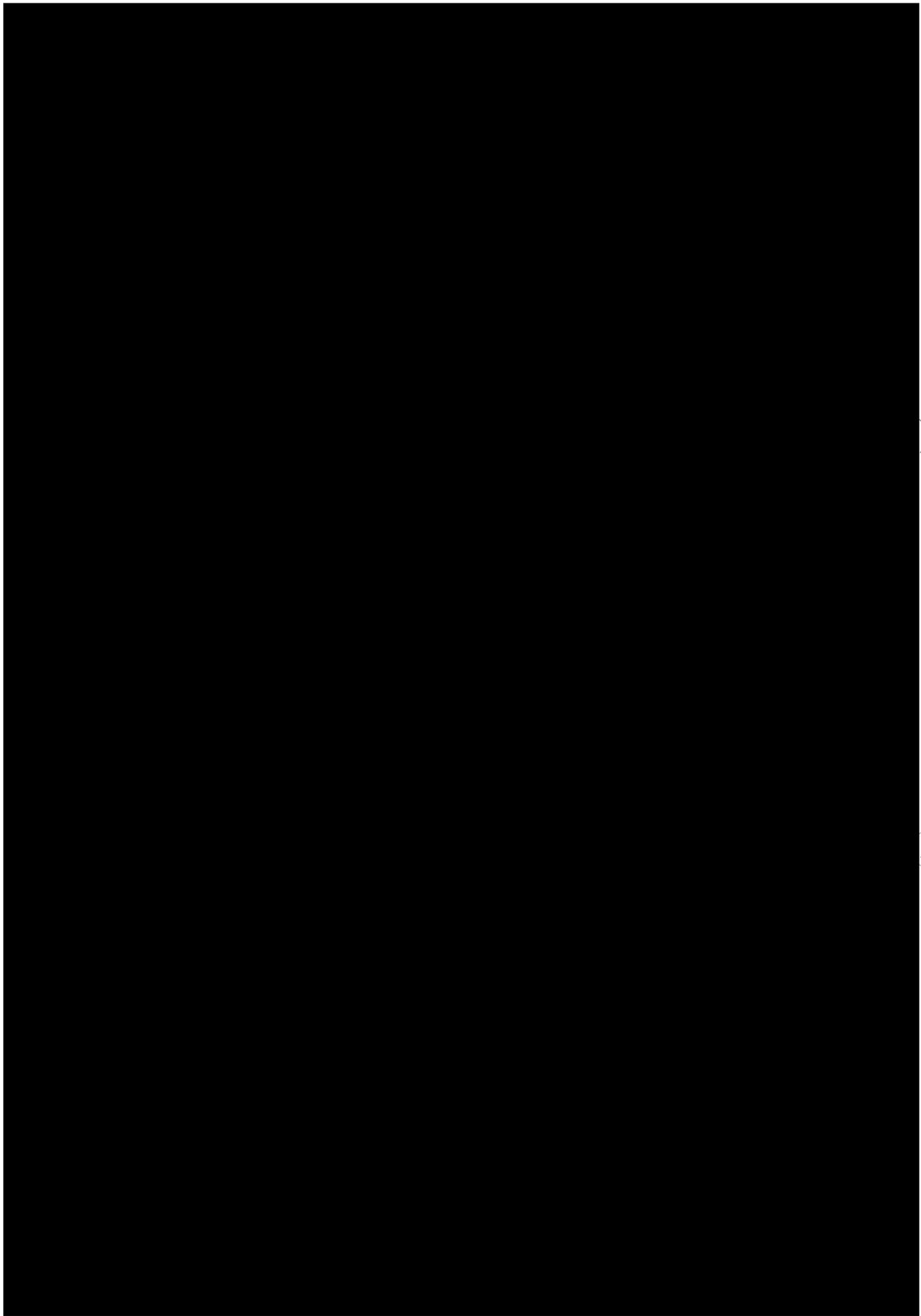


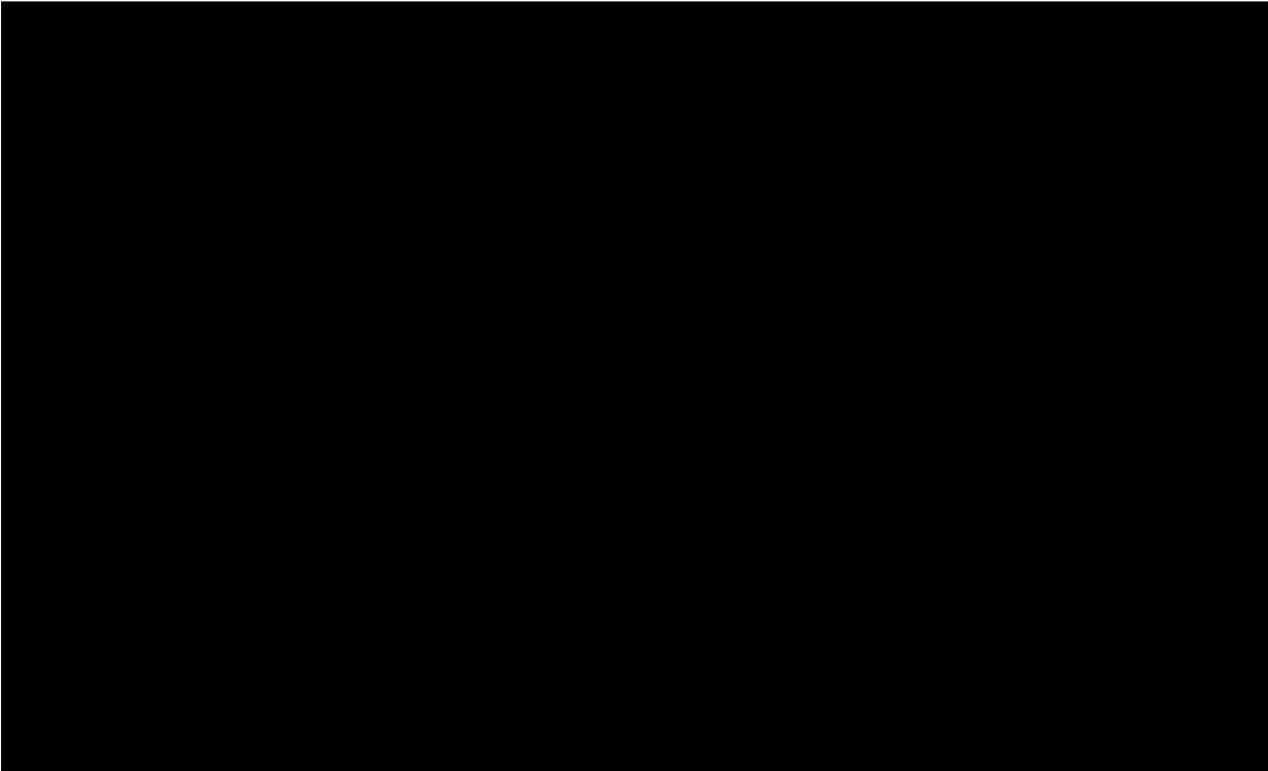


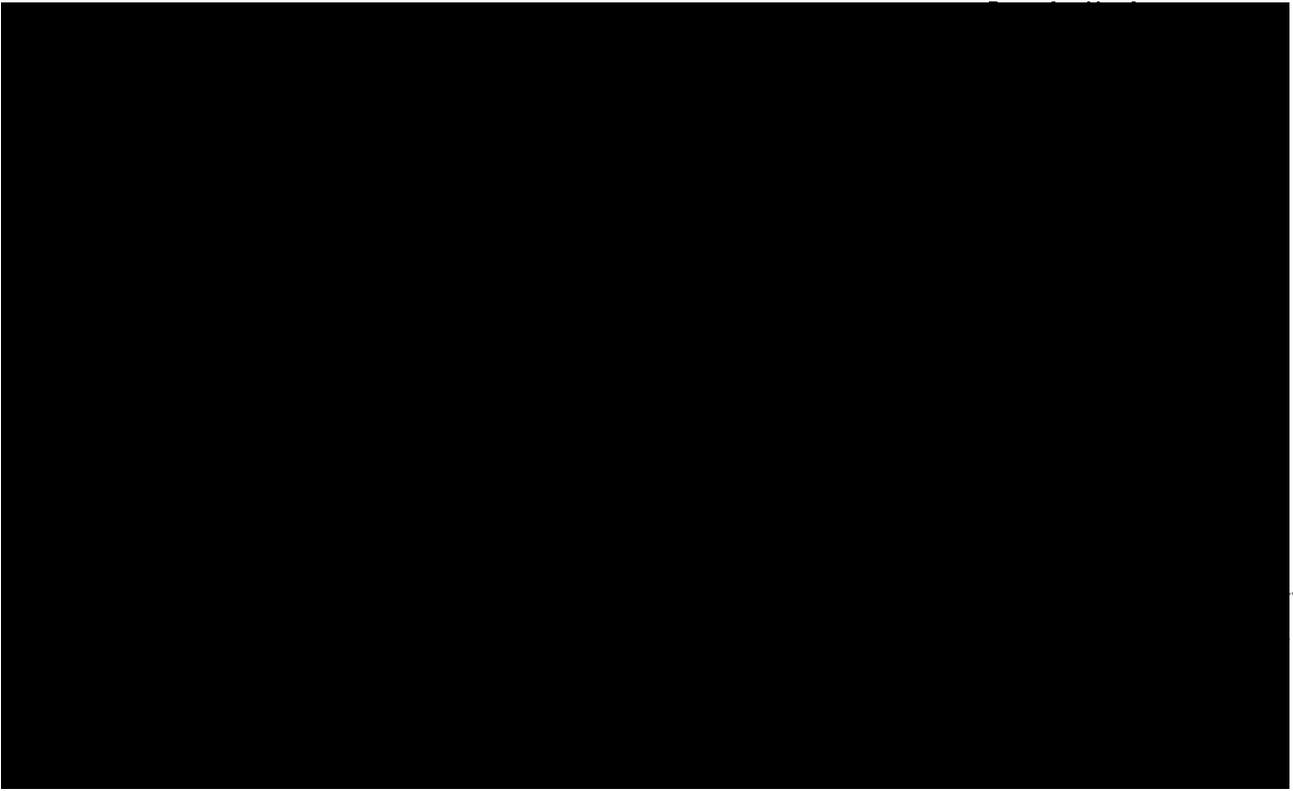


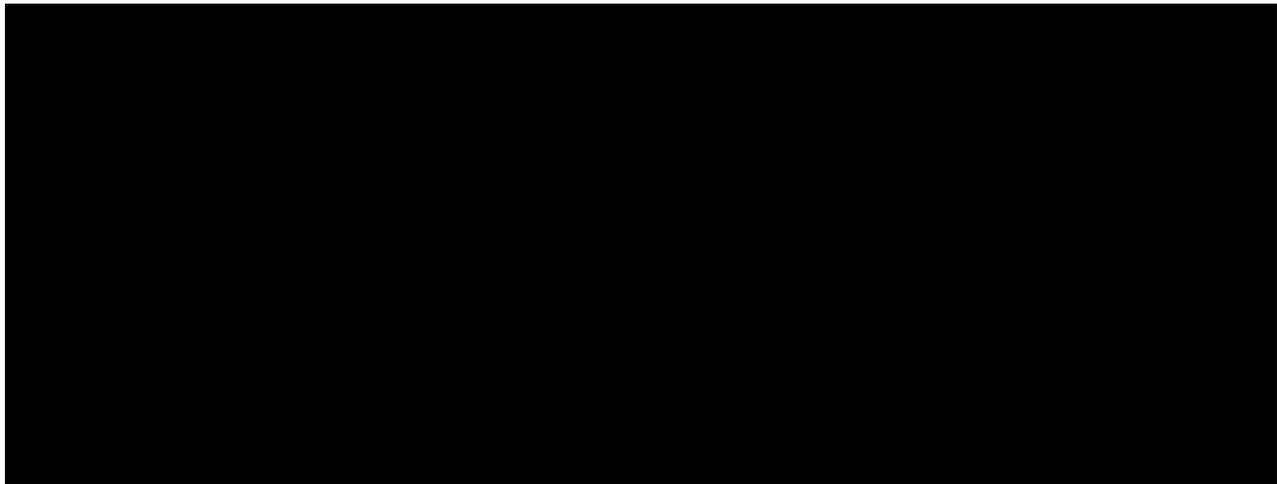












**SCHEDULE D6. – NOT USED**



## SCHEDULE D7. – COVENANT

(Clause 25.2)

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Instrument, unless the context indicates a contrary intention:

**Covenant** means the covenant set out in this Instrument.

**Instrument** means this instrument created under section 88D of the *Conveyancing Act 1919* (NSW).

**Owner of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including any freehold or registrable leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened.

**Prescribed Authority** means the body named as Prescribed Authority on the front page of this Instrument, its successors and assigns.

**Strata Plan** has the meaning given to that term in the *Strata Schemes Development Act 2015* (NSW).

**Transfer Date** means the date of registration by NSW Land Registry Services of a transfer pursuant to a contract for sale of land in respect of any part of the Lot Burdened from Sydney Metro as transferor.

#### 1.2 Interpretation

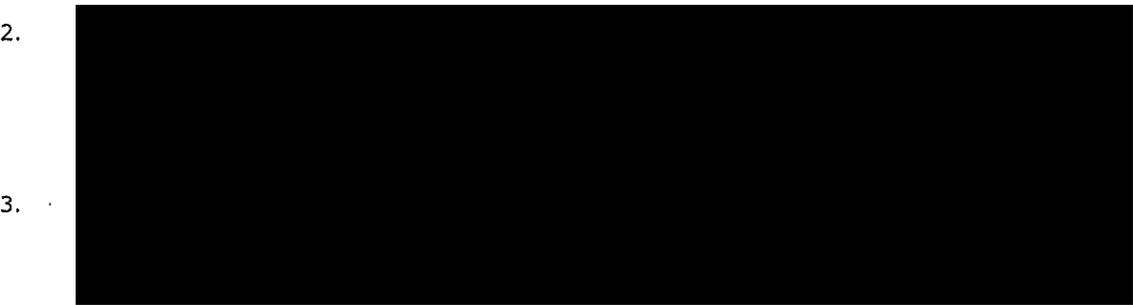
In this Instrument, unless the context indicates a contrary intention:

- (a) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either of them includes any consolidation, amendment, re-enactment and replacement of either of them (as the case may be);
- (b) a word importing the singular includes the plural (and vice versa);
- (c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) includes in any form is not a word of limitation;
- (e) a gender includes all genders;
- (f) a reference to conduct includes any omission, statement or undertaking, whether or not in writing;
- (g) headings in this Instrument are for information purposes only and do not affect the interpretation of this Instrument;

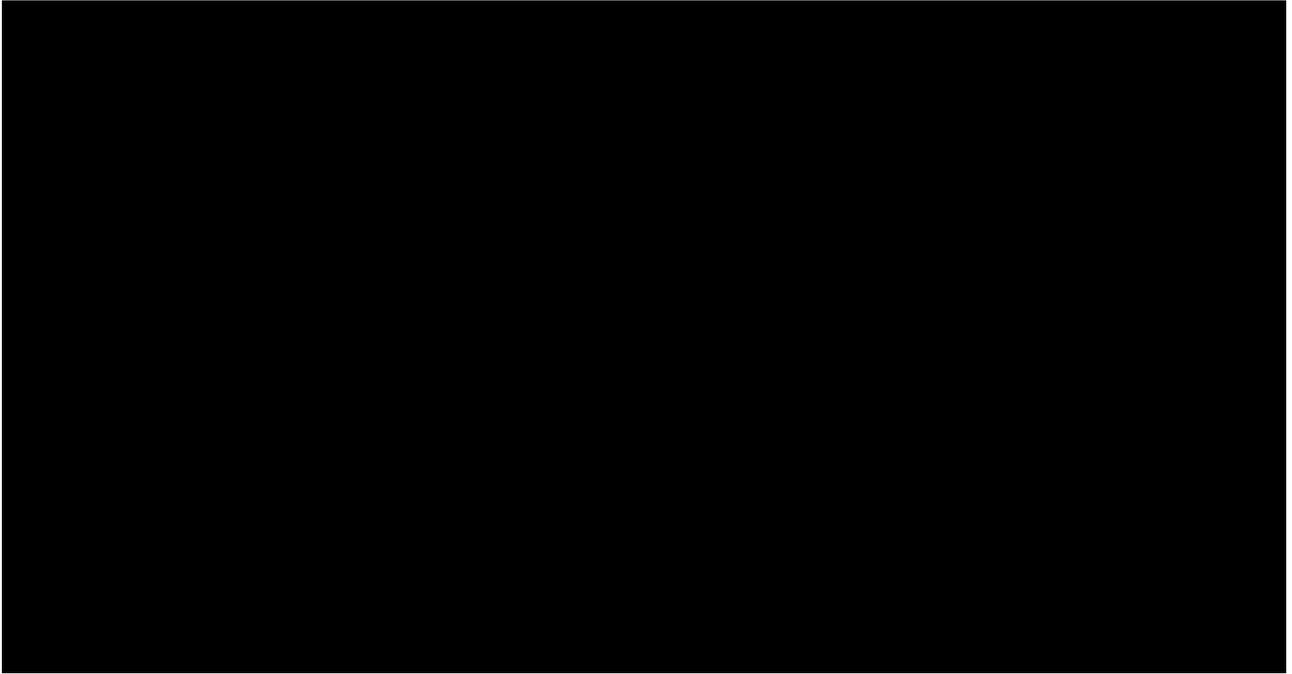
- (h) a reference to a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- (i) each obligation of an Owner of the Lot Burdened is limited to that part of the Lot Burdened in which that owner has an estate or interest is an obligation severally, but not jointly, with other persons having an estate or interest in the Lot Burdened; and
- (j) the Covenant is a covenant between:
  - (i) the Prescribed Authority; and
  - (ii) the Owner of the Lot Burdened, on behalf of itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened.

2.

3.

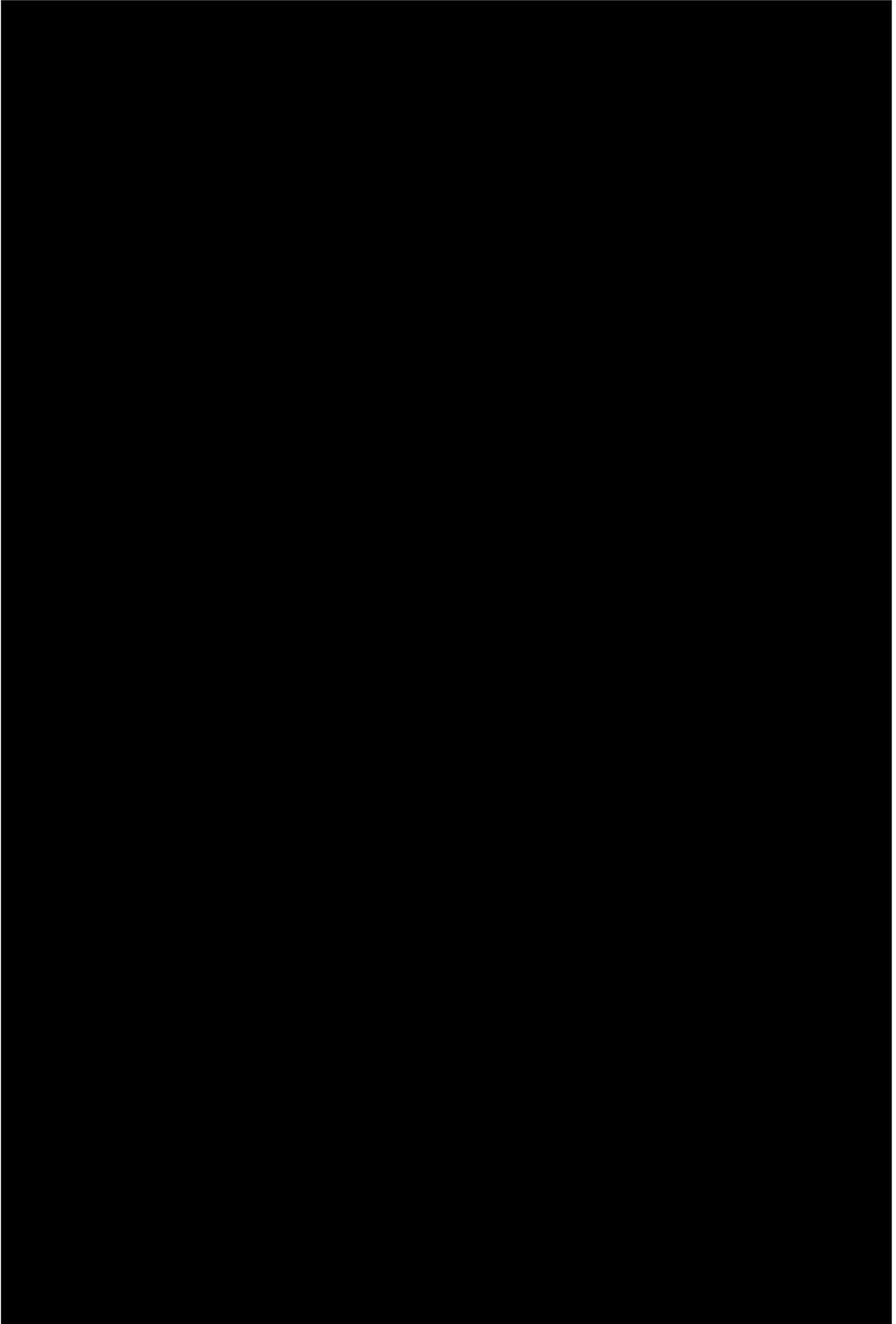


**SCHEDULE E1. – PAYMENT SCHEDULE**

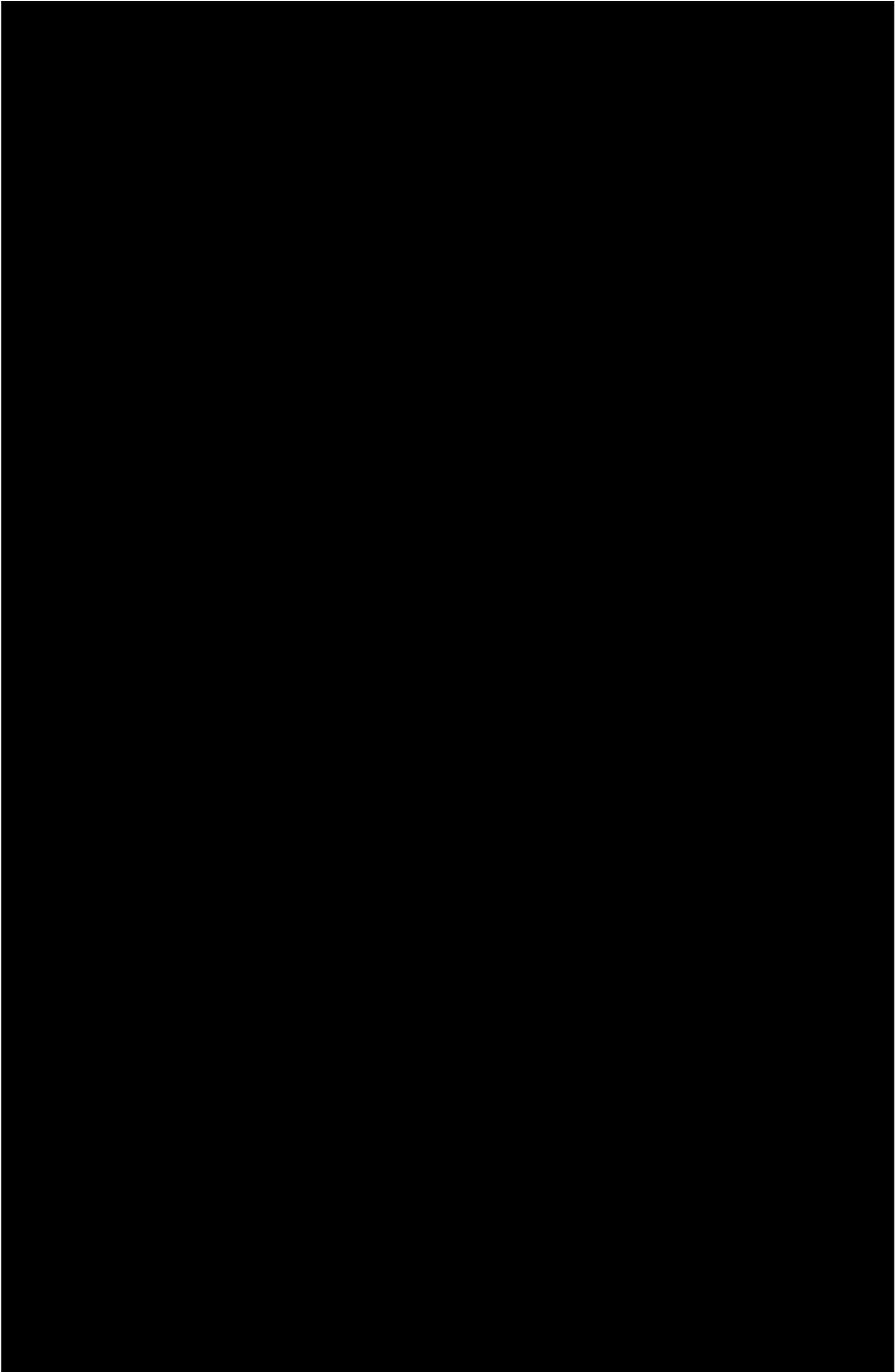


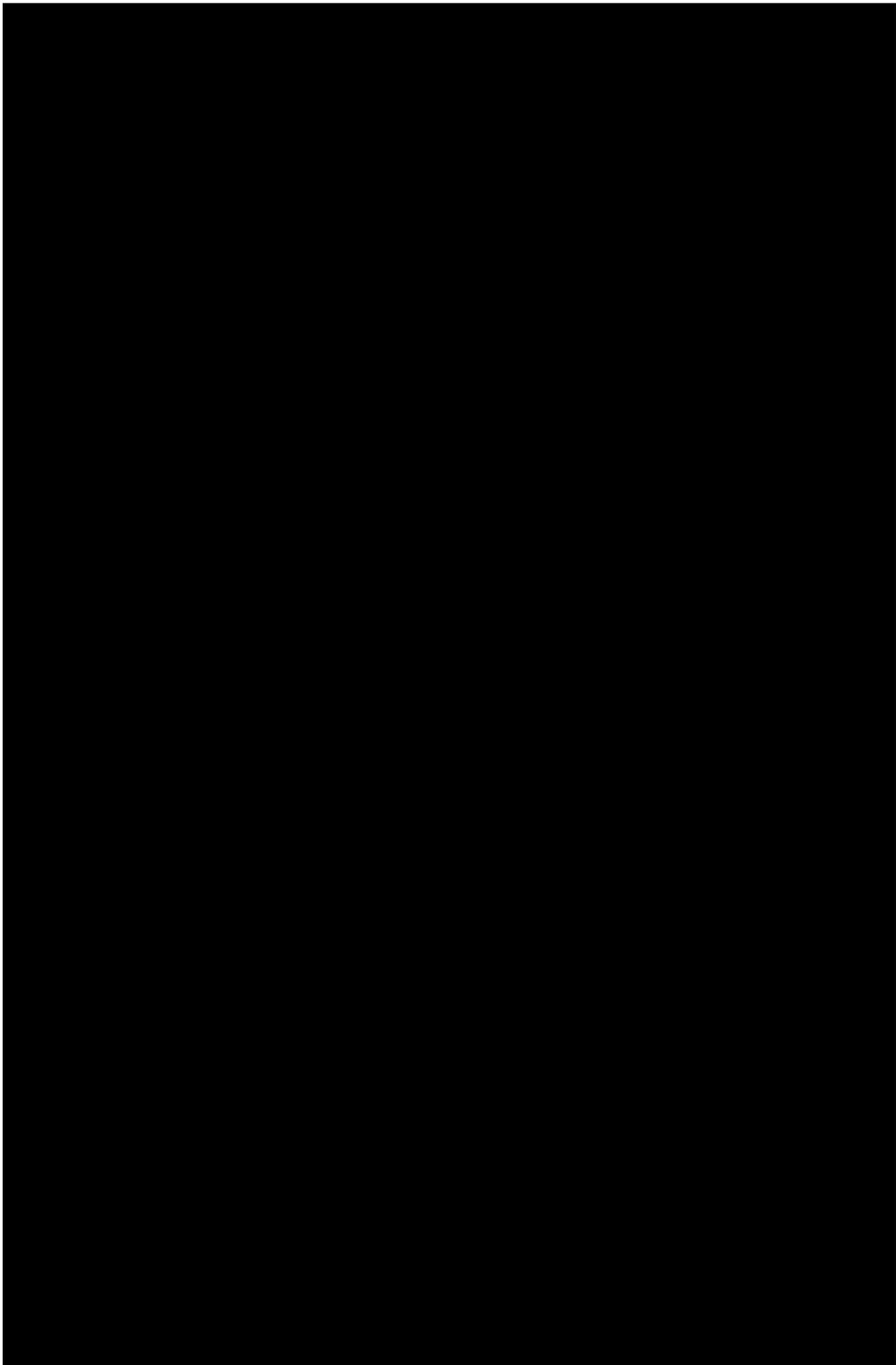
**SCHEDULE E2. – TERMINATION PAYMENT SCHEDULE**

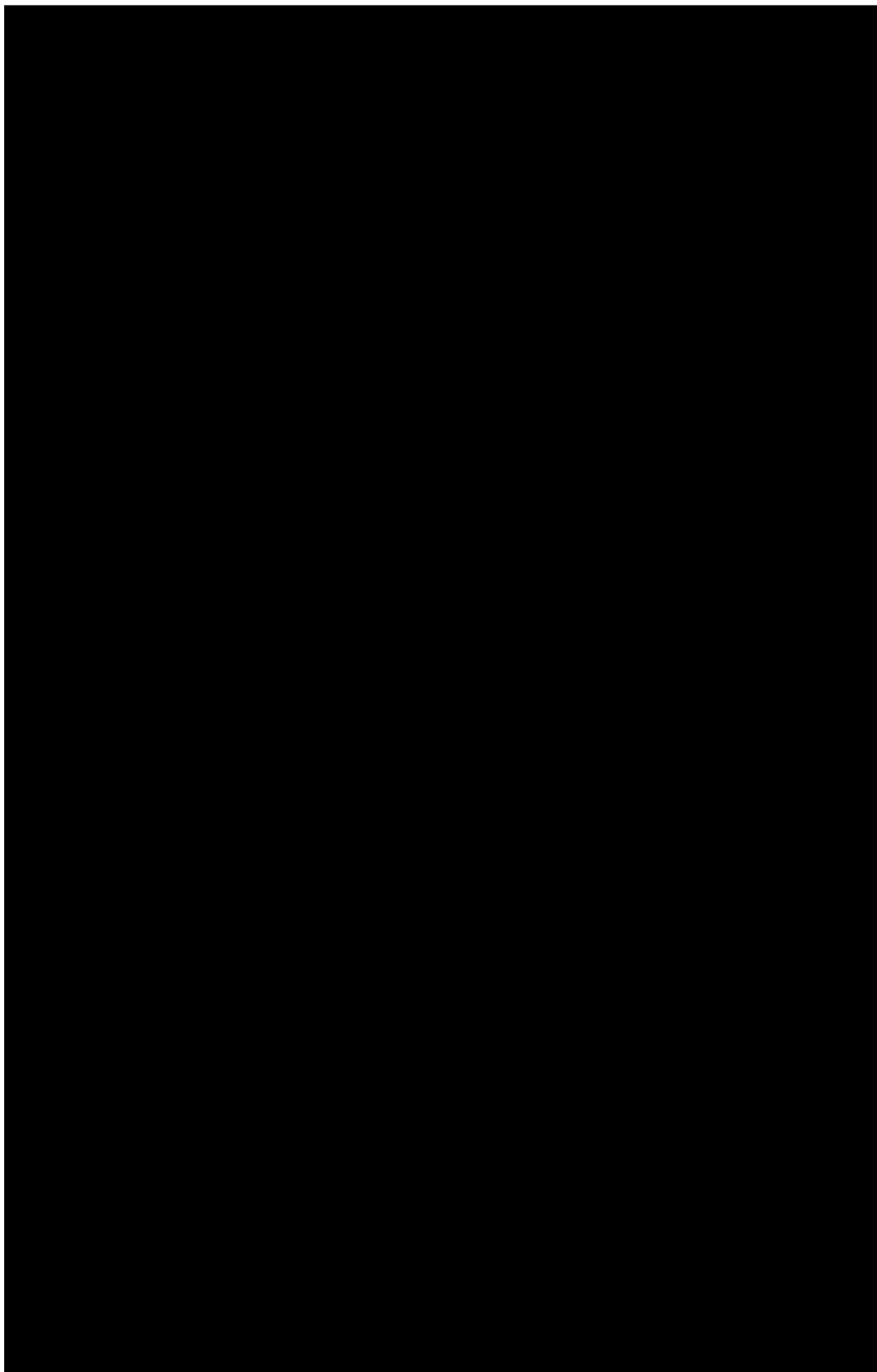
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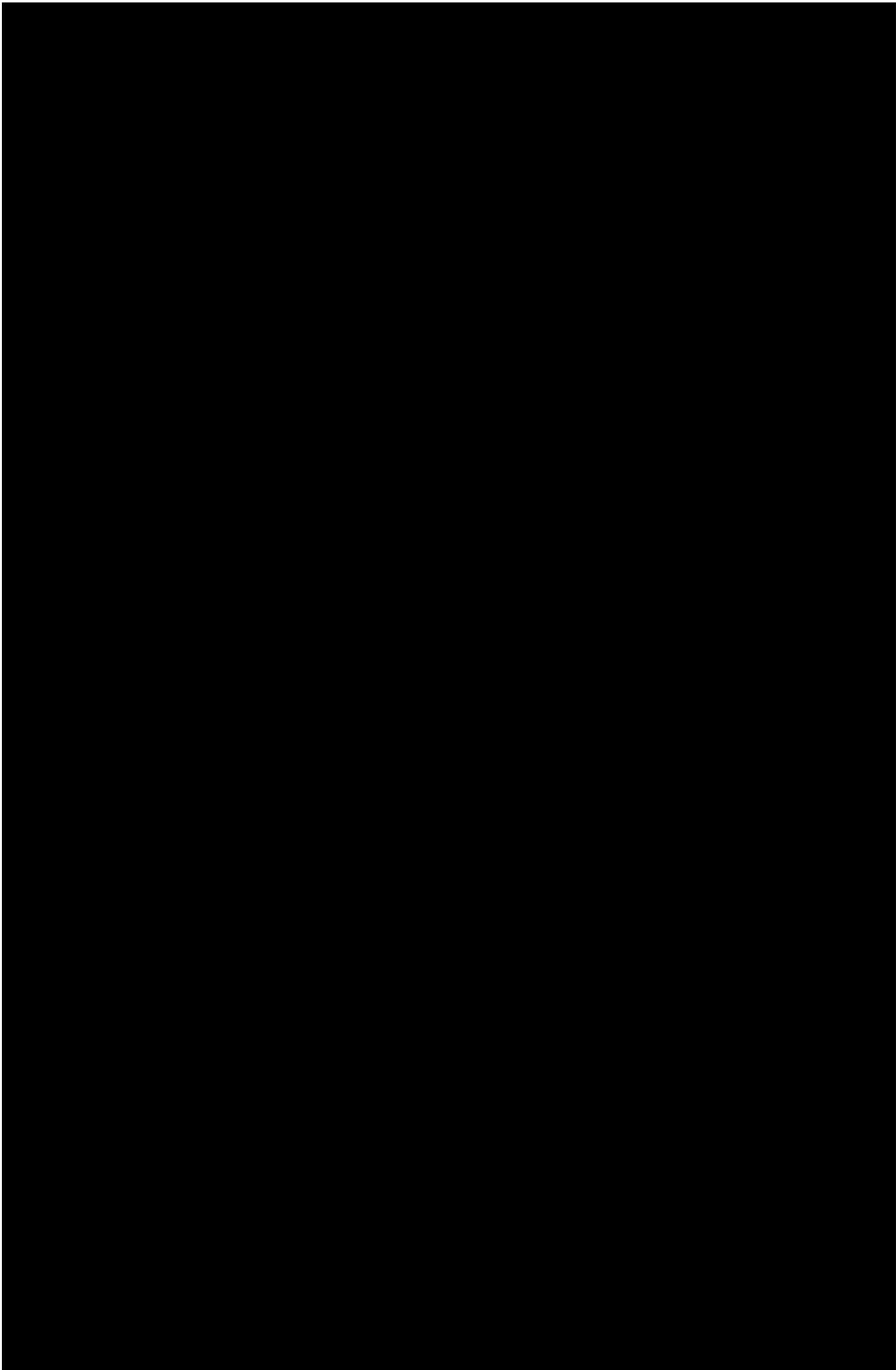


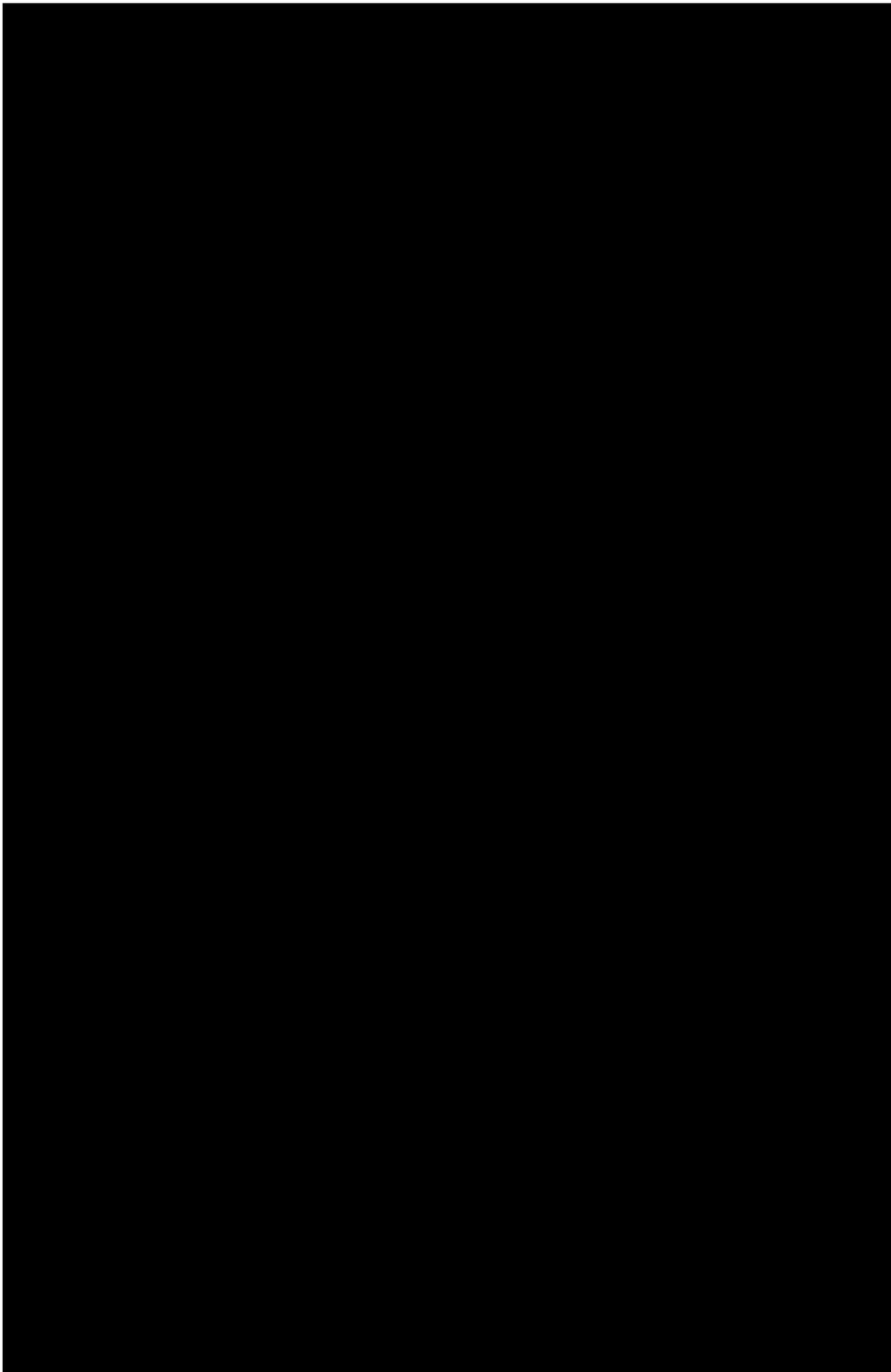
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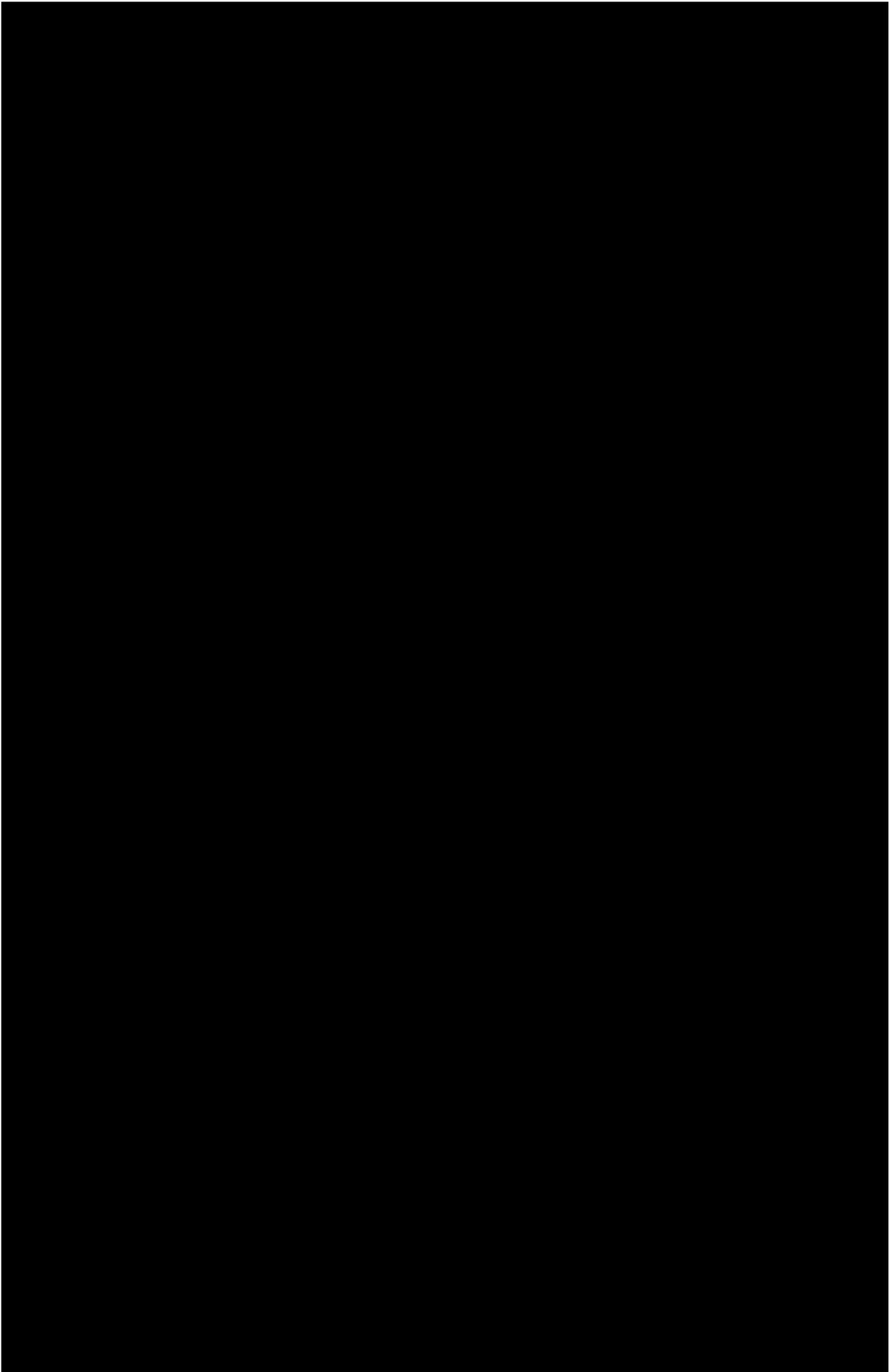


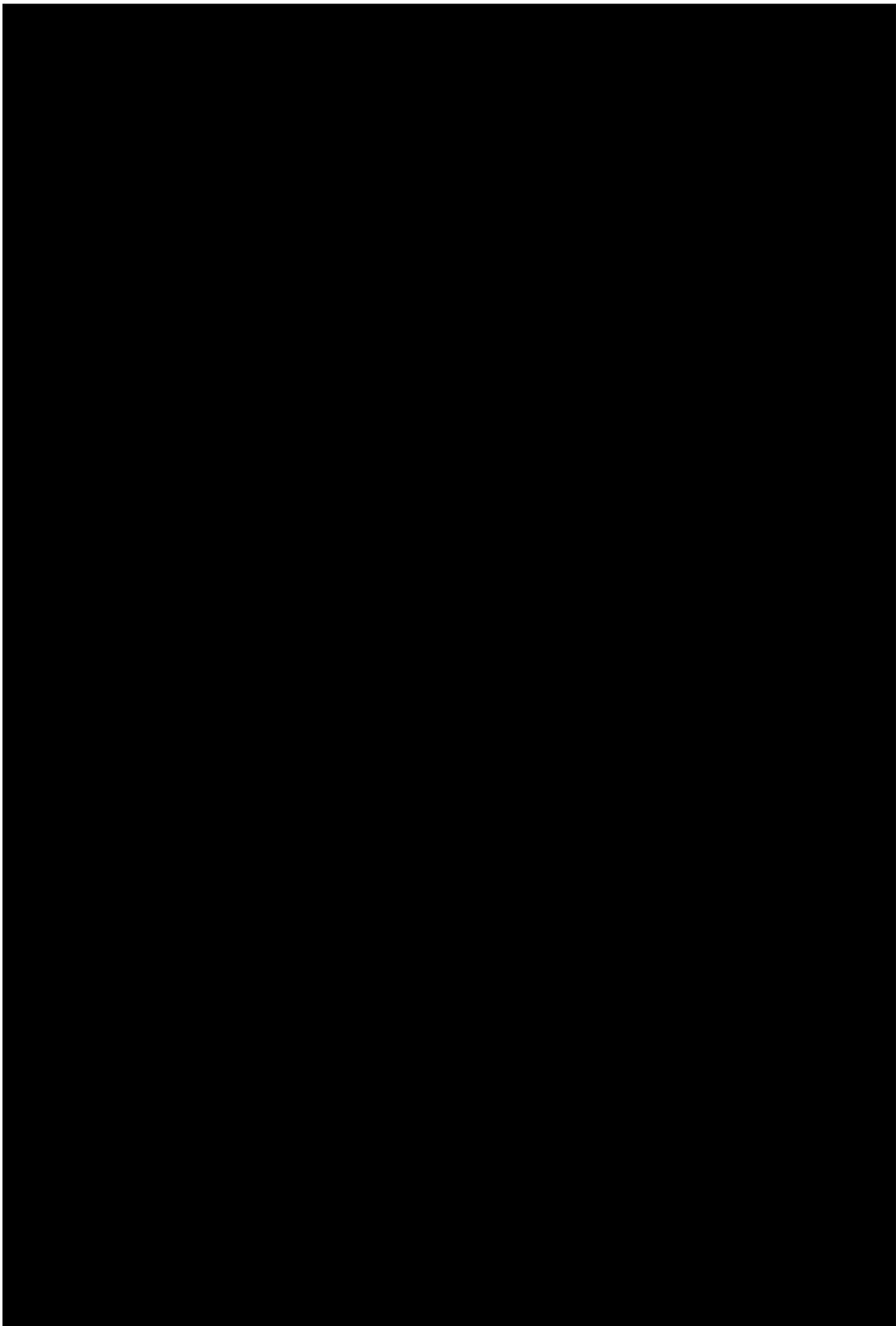






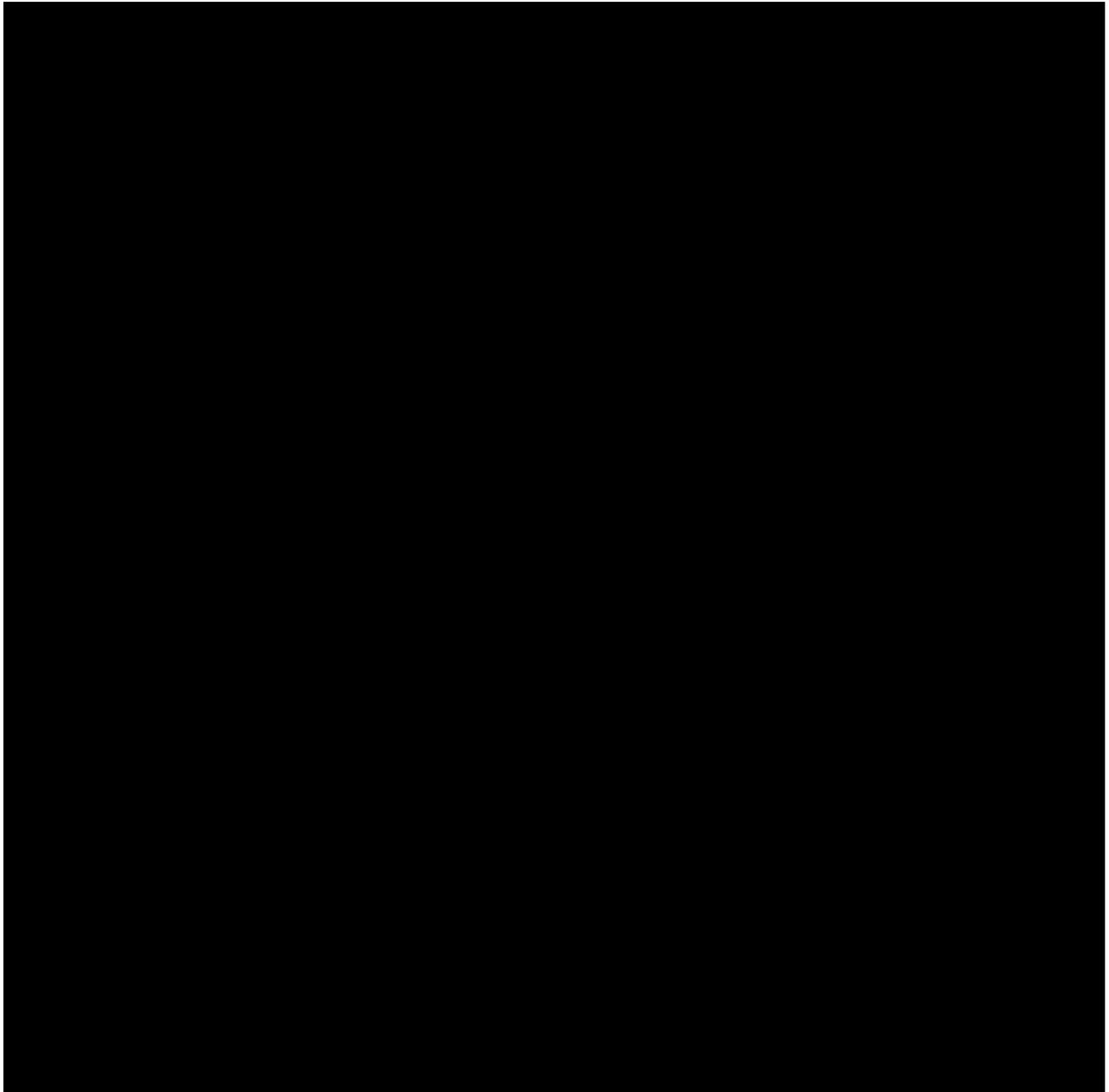


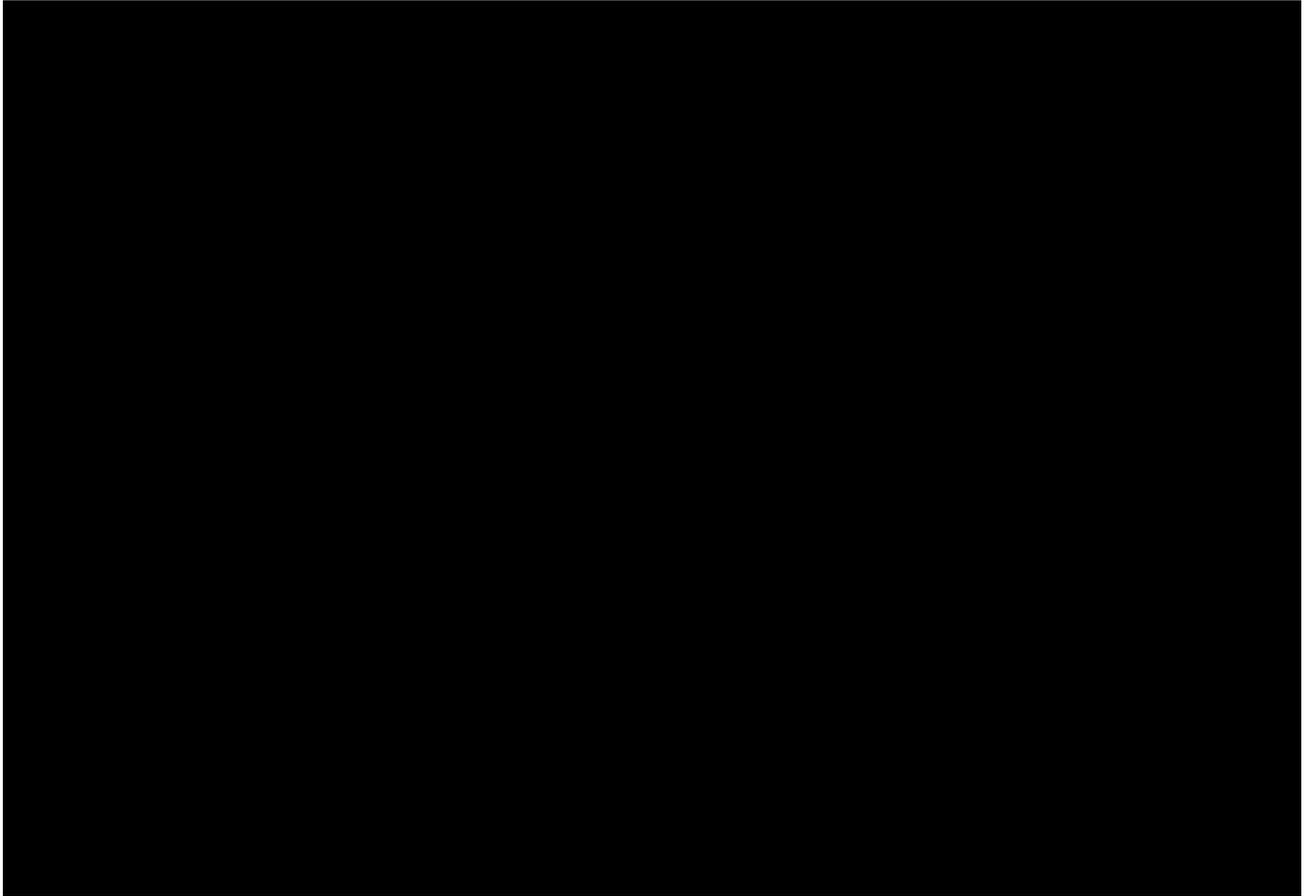




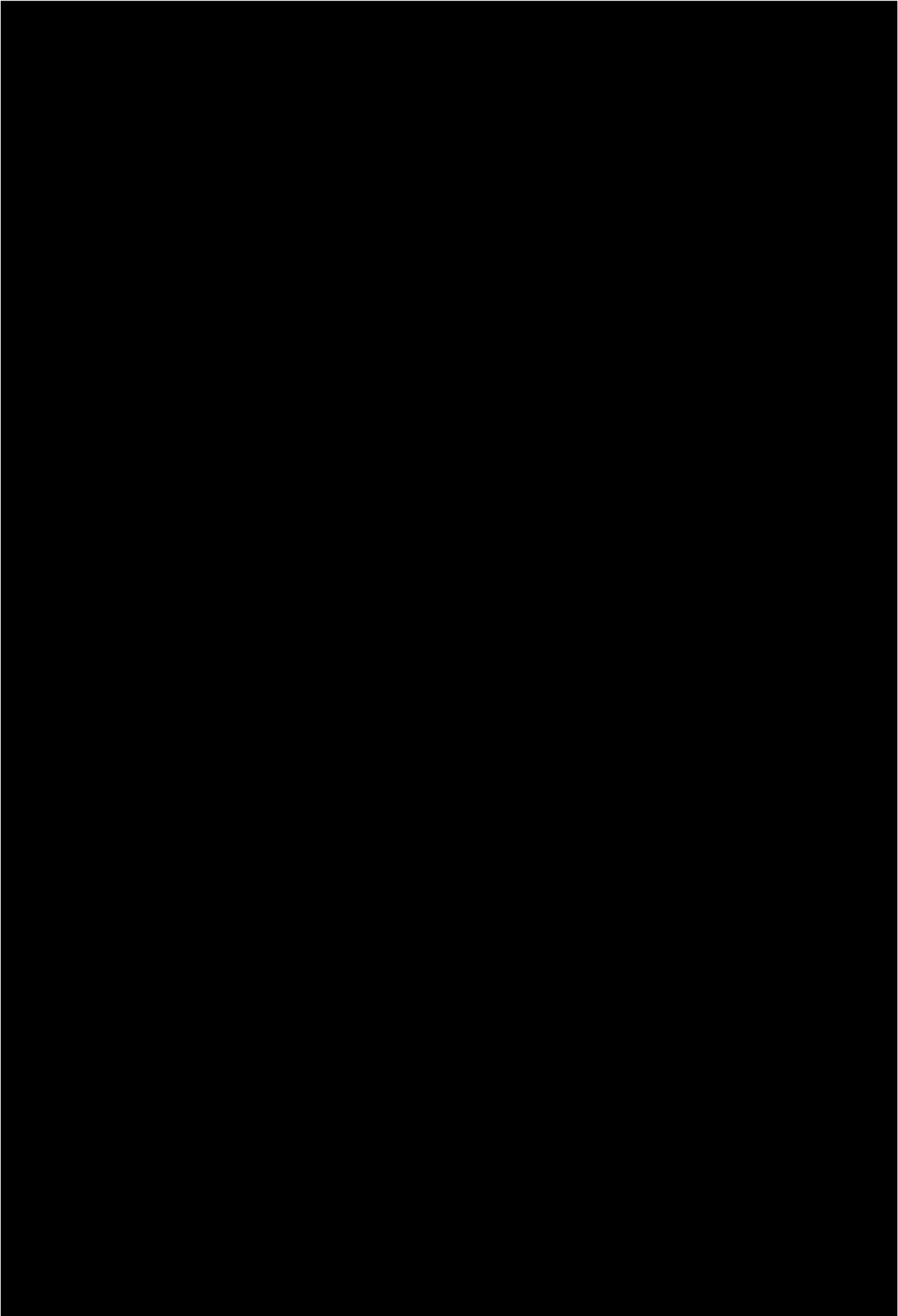


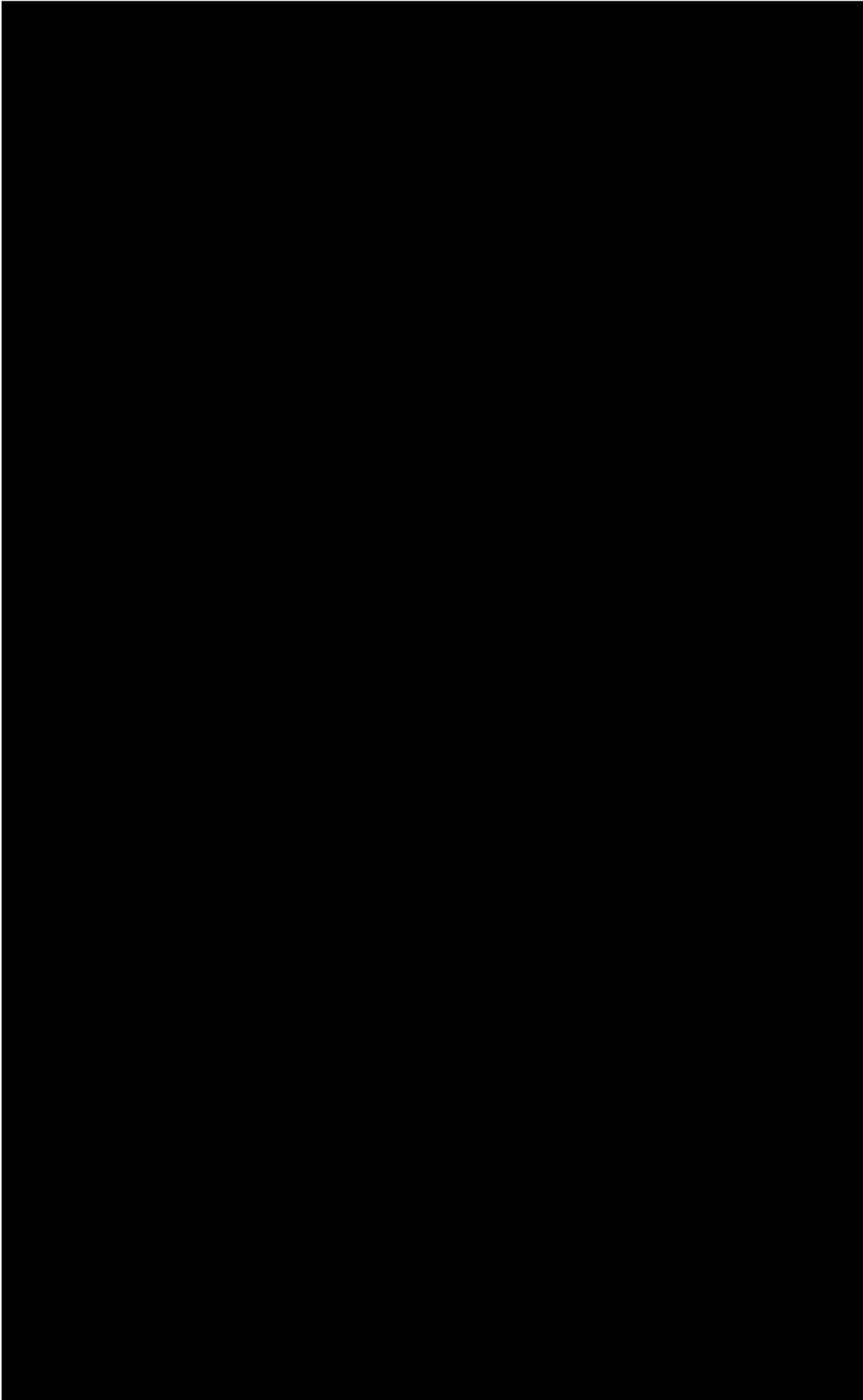
**SCHEDULE E3. – DELAY COST CAPS**

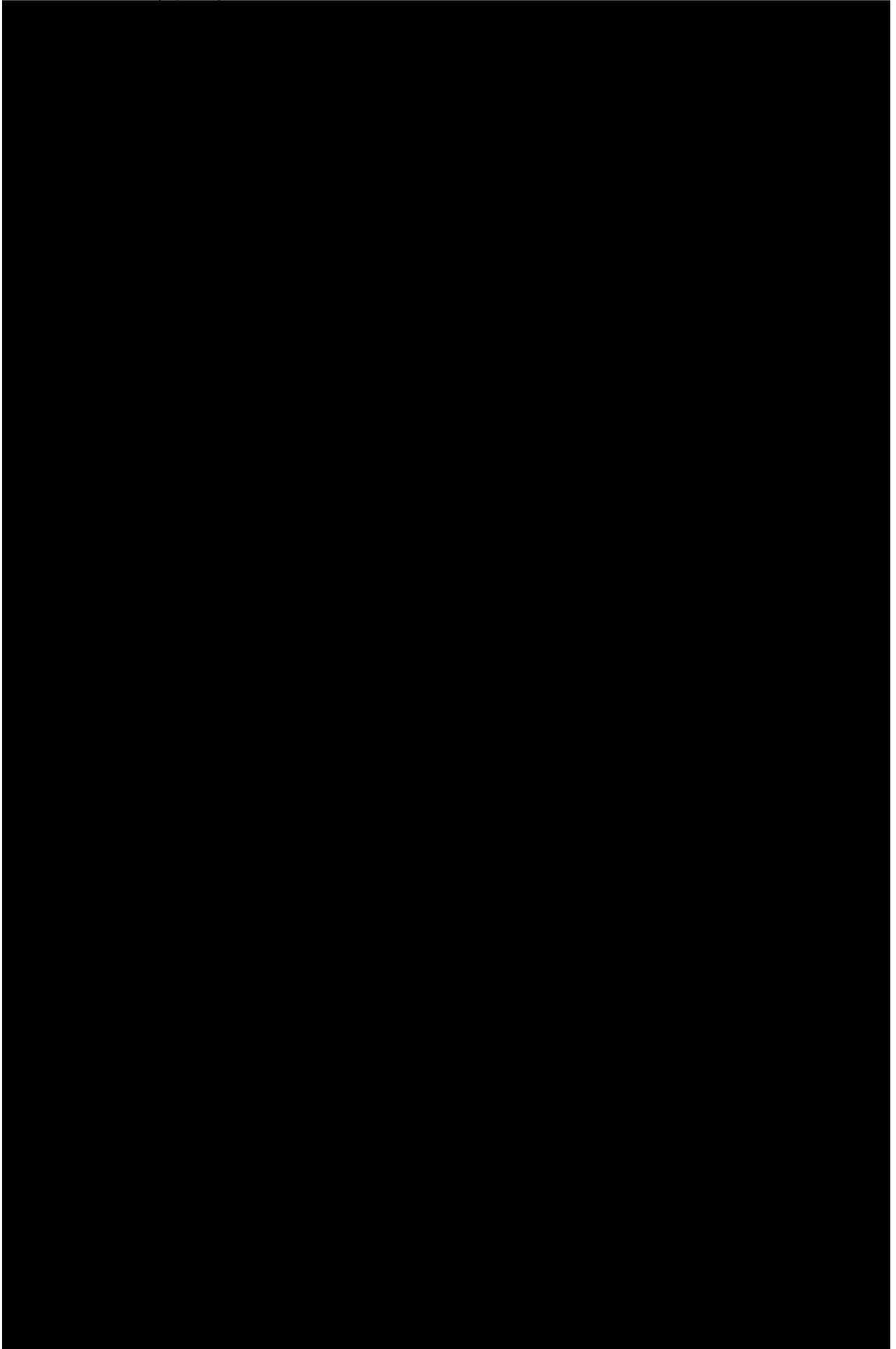


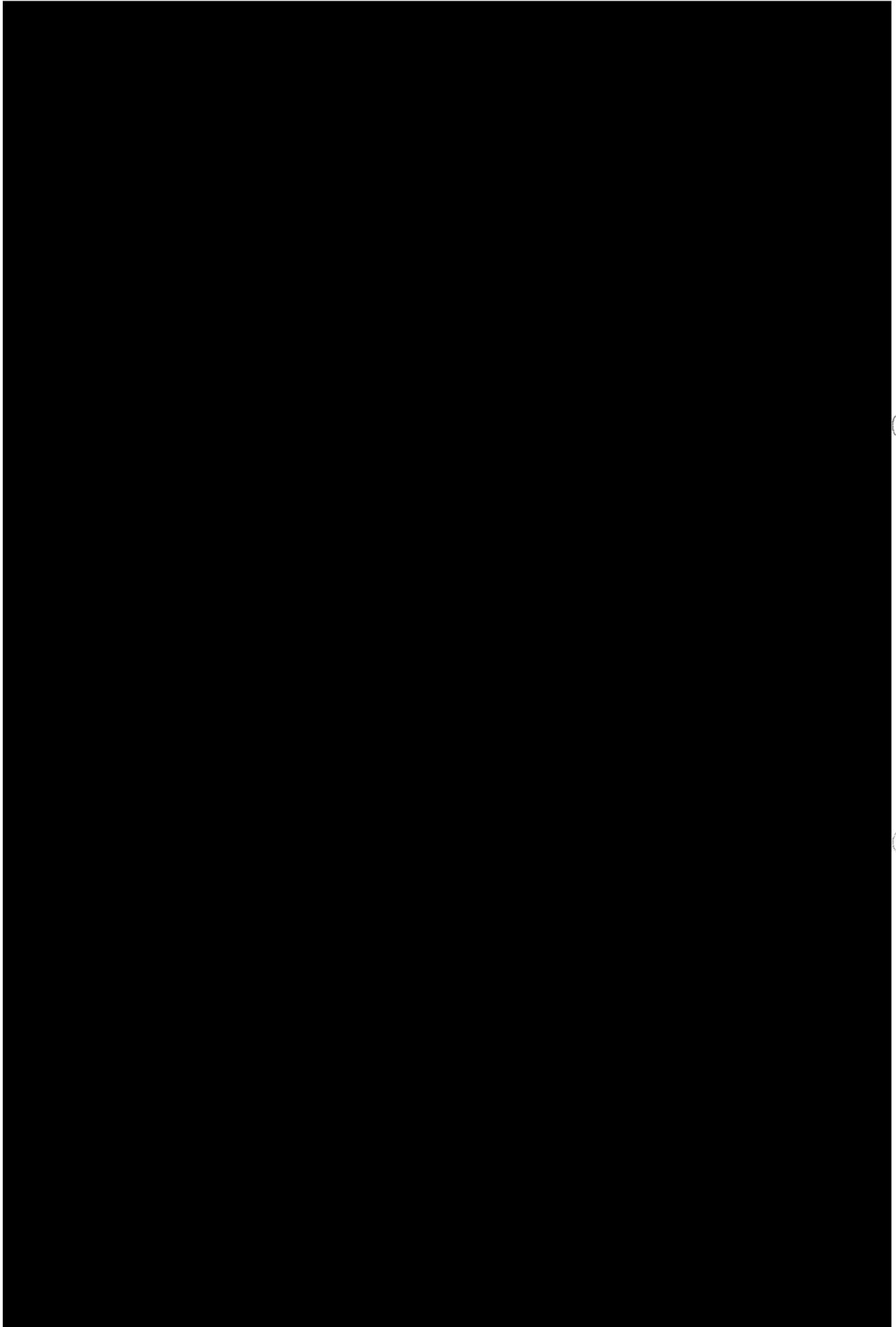


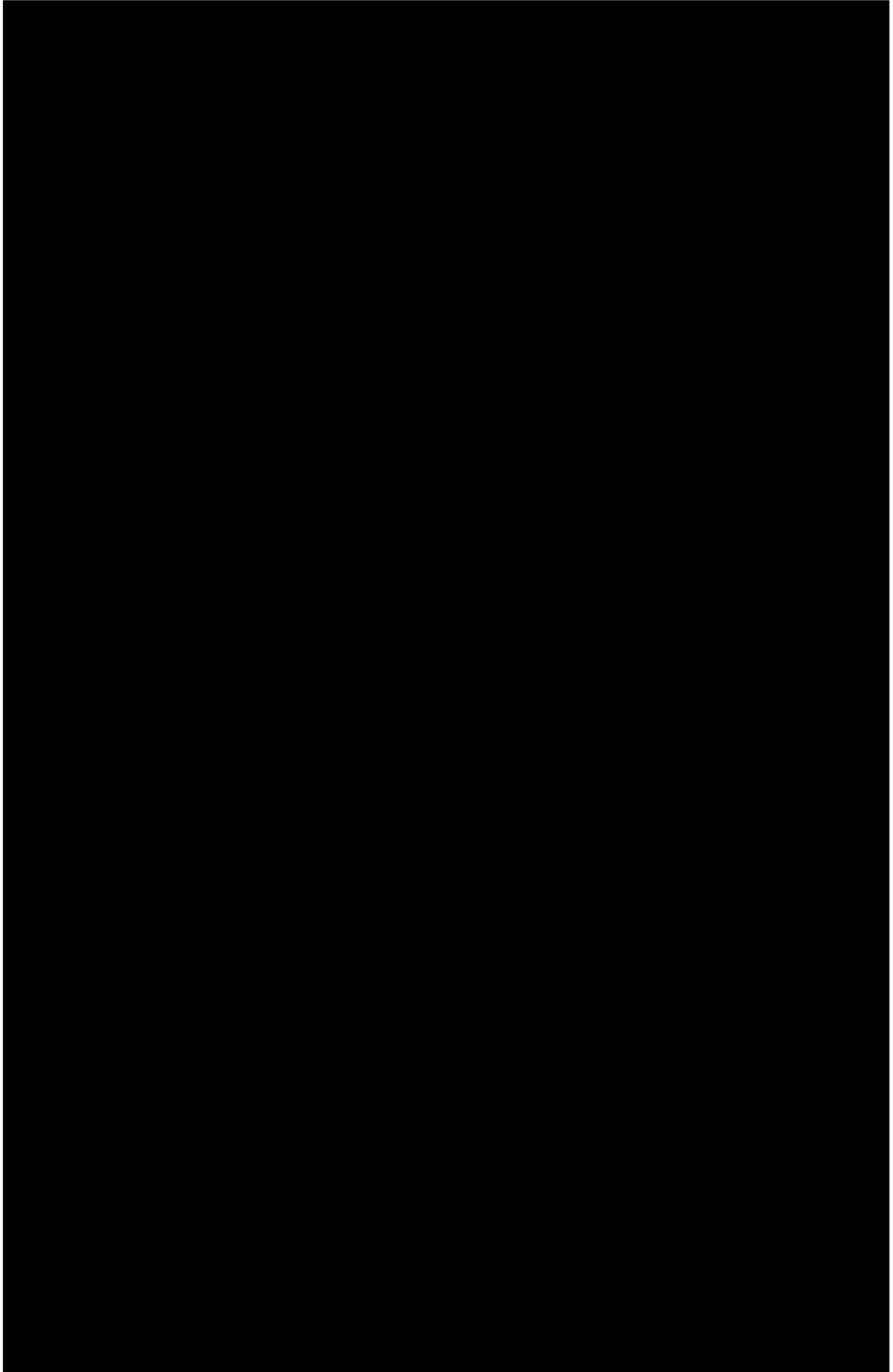
**SCHEDULE E4. – FORM OF DELIVERY GUARANTEE**

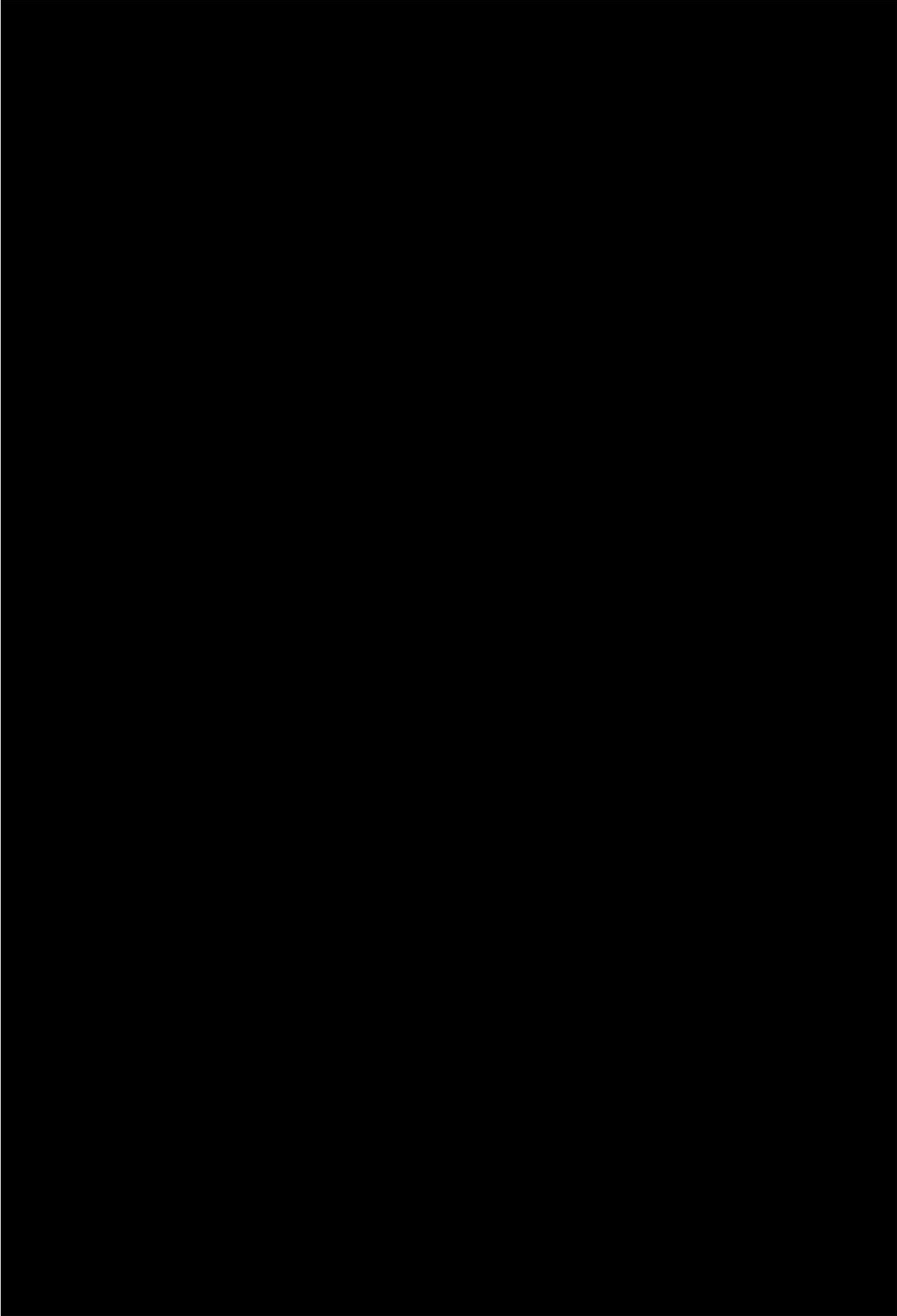


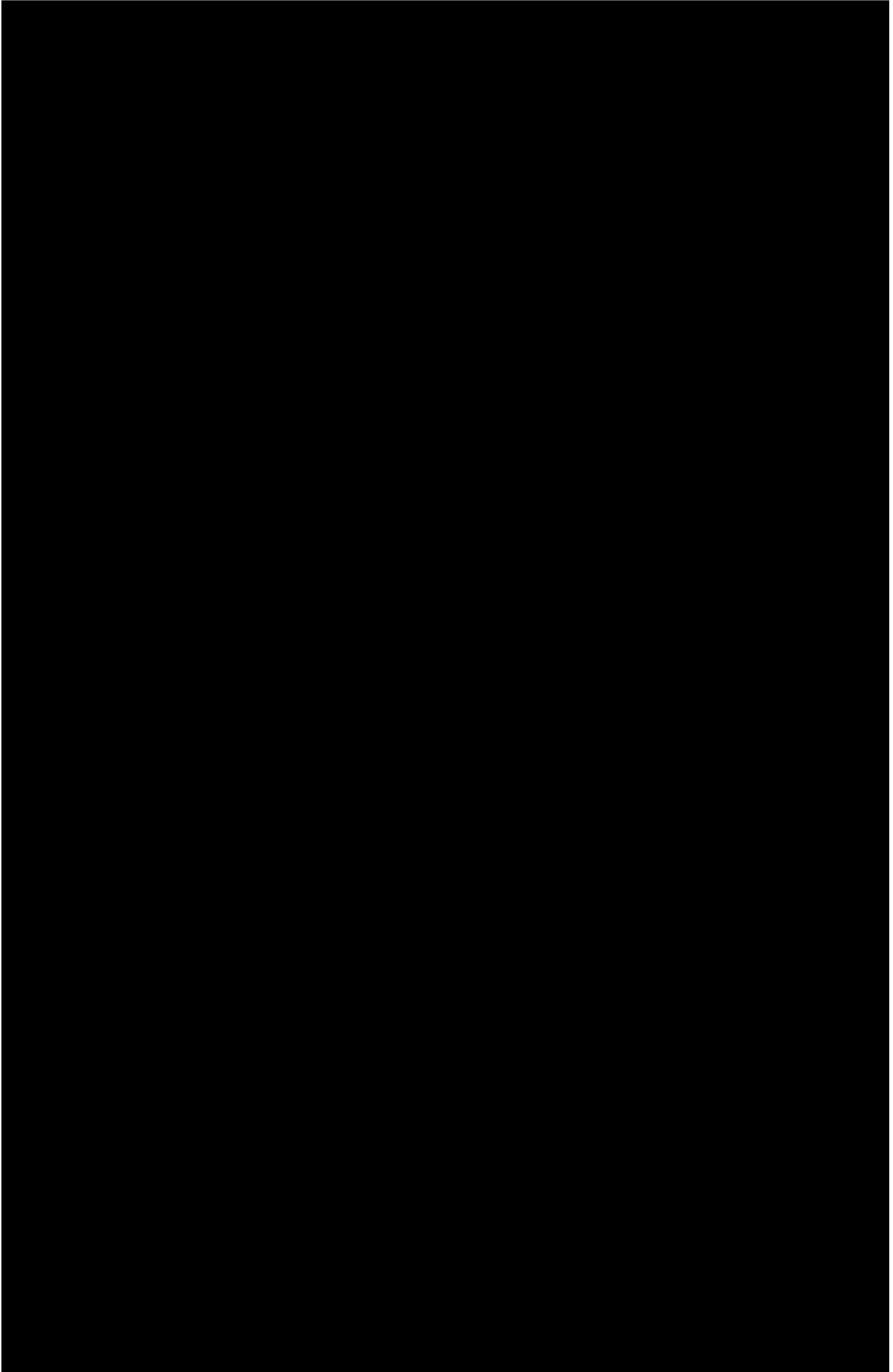


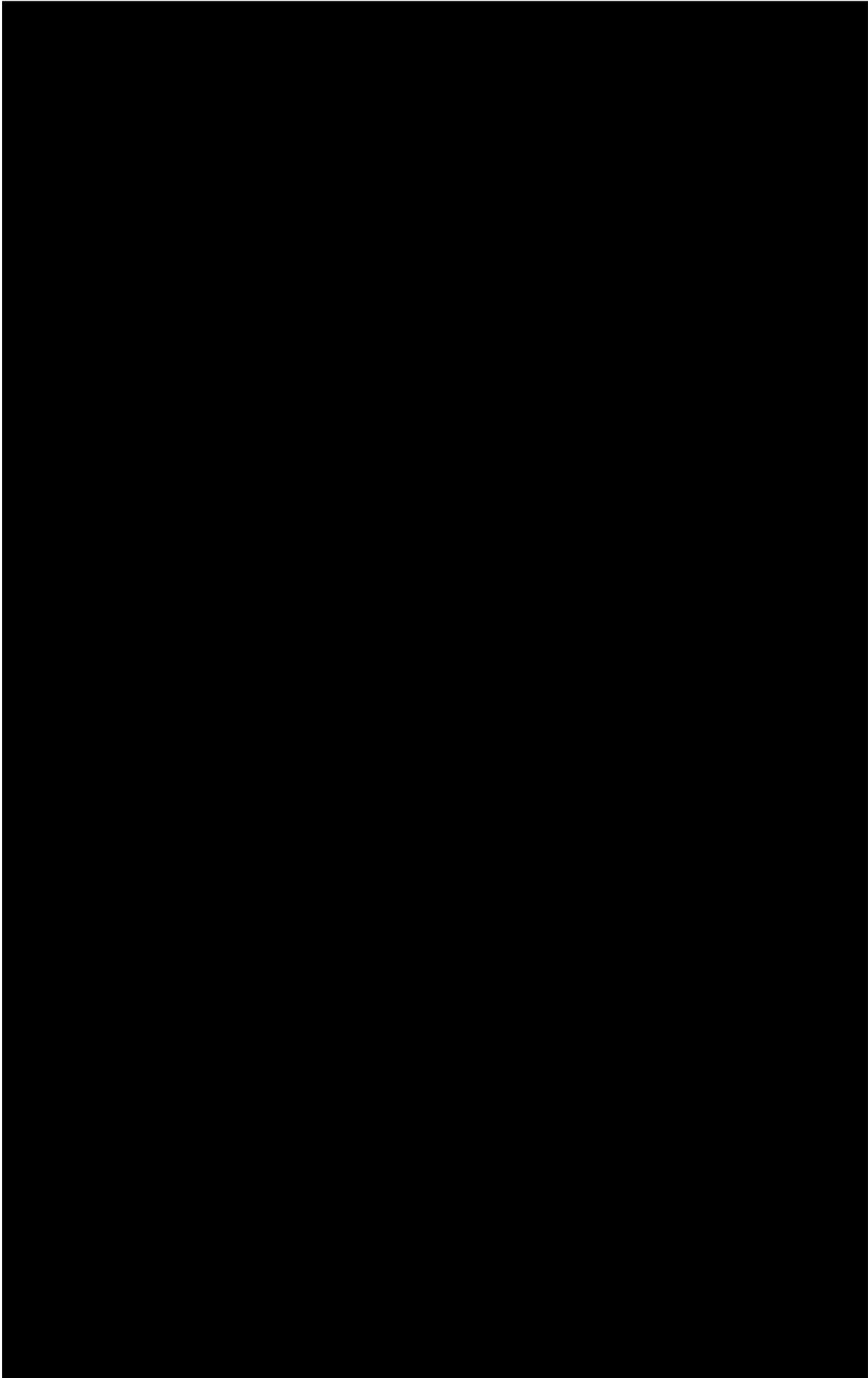


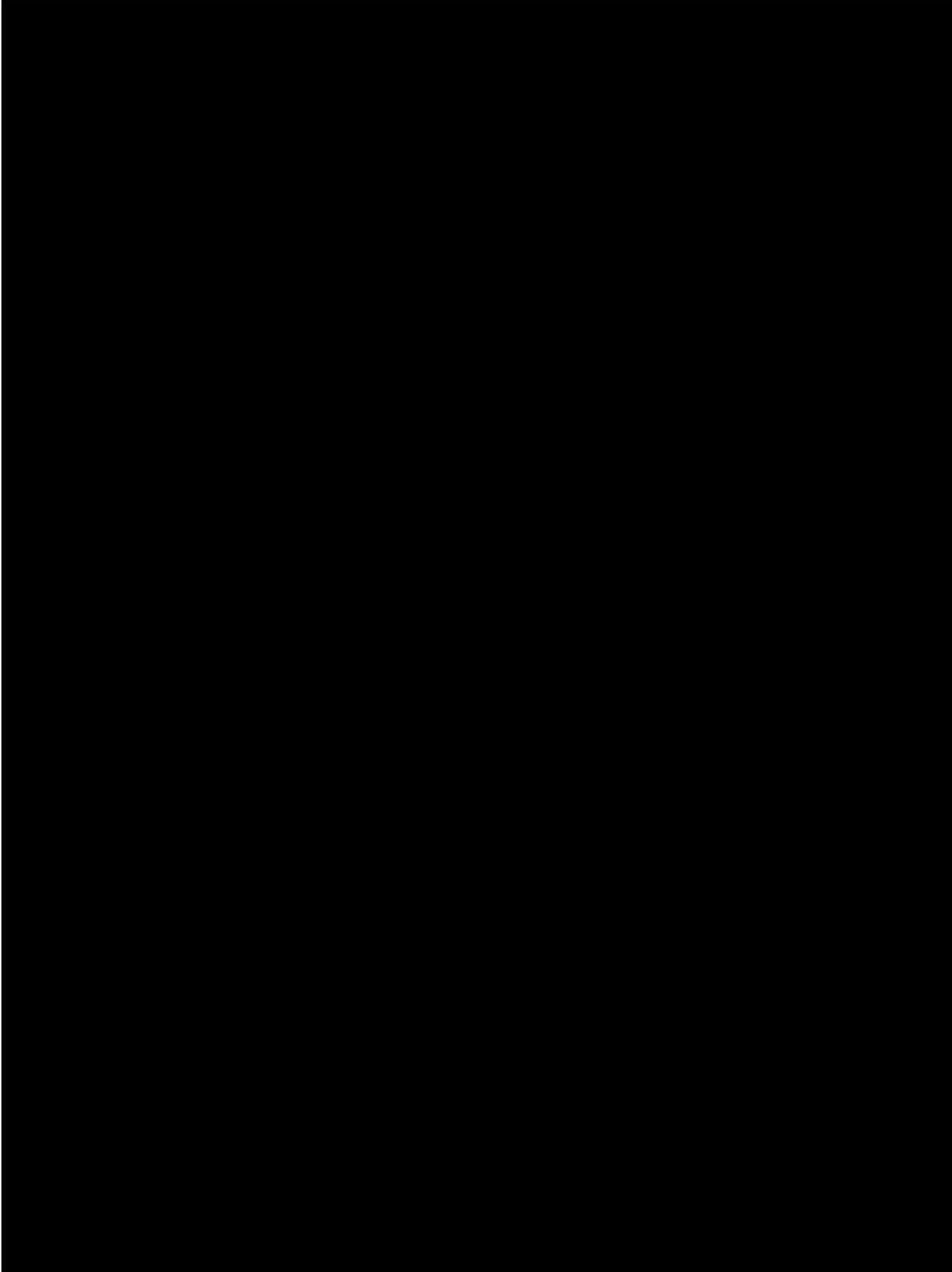


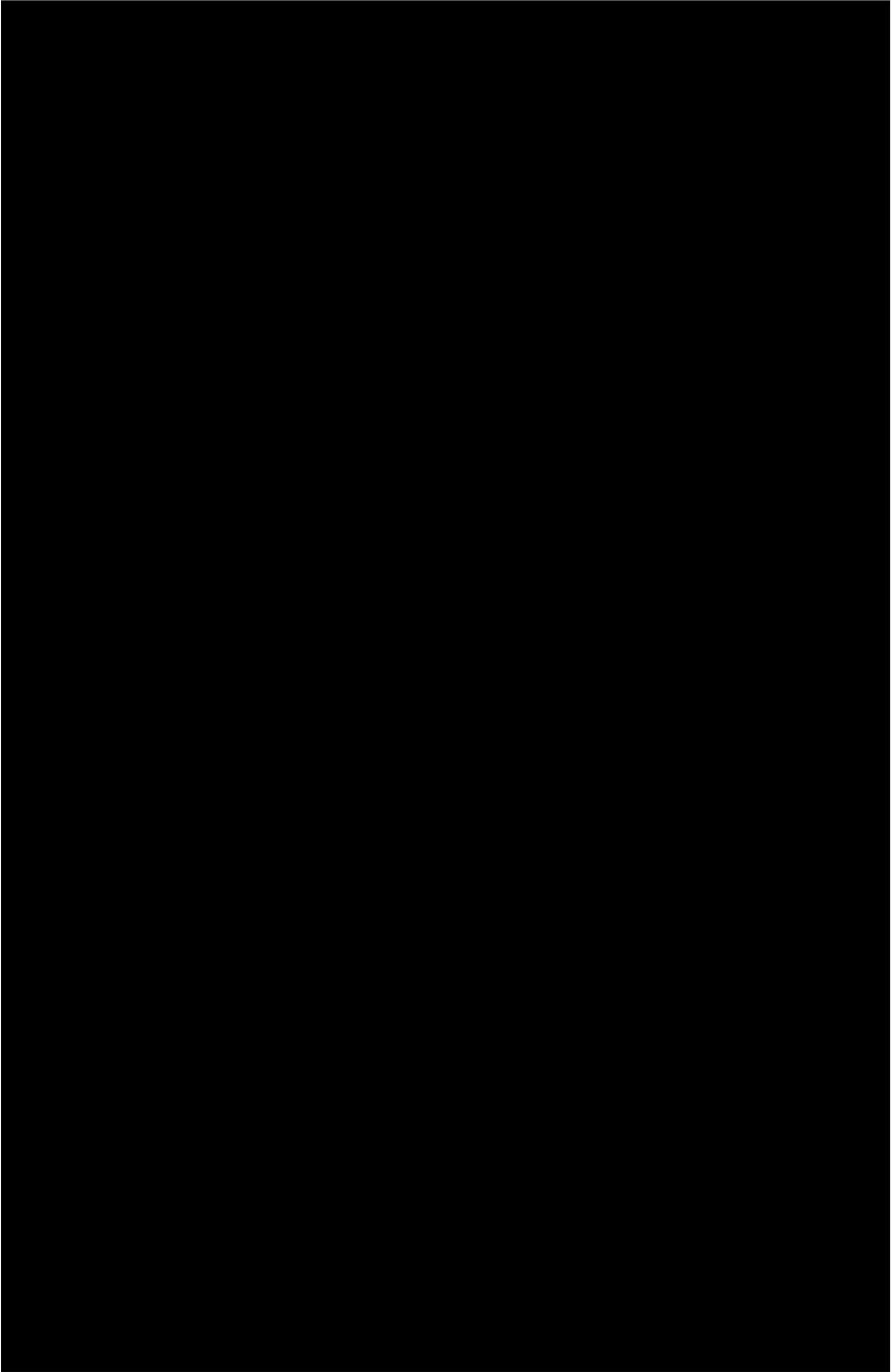


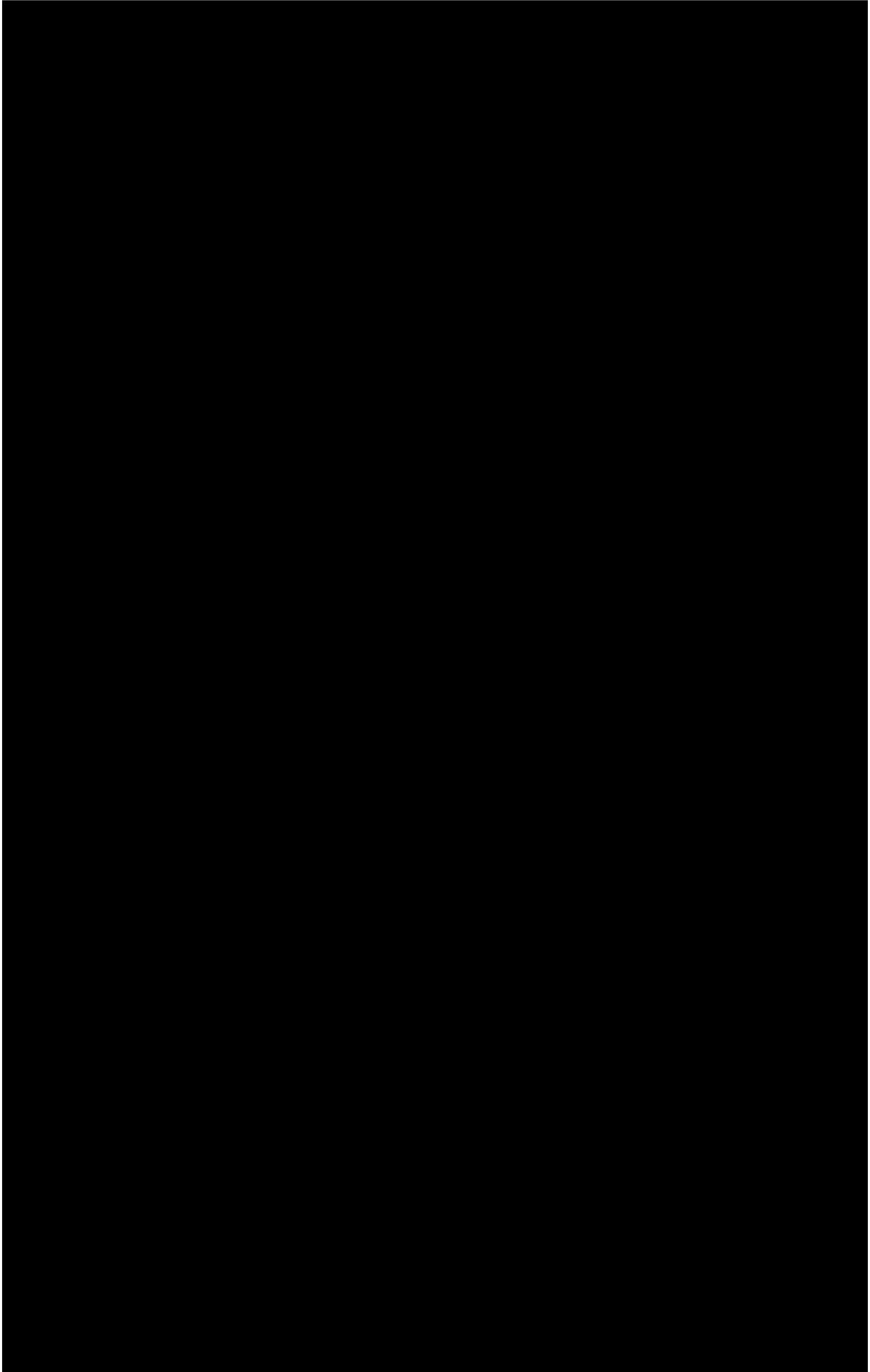


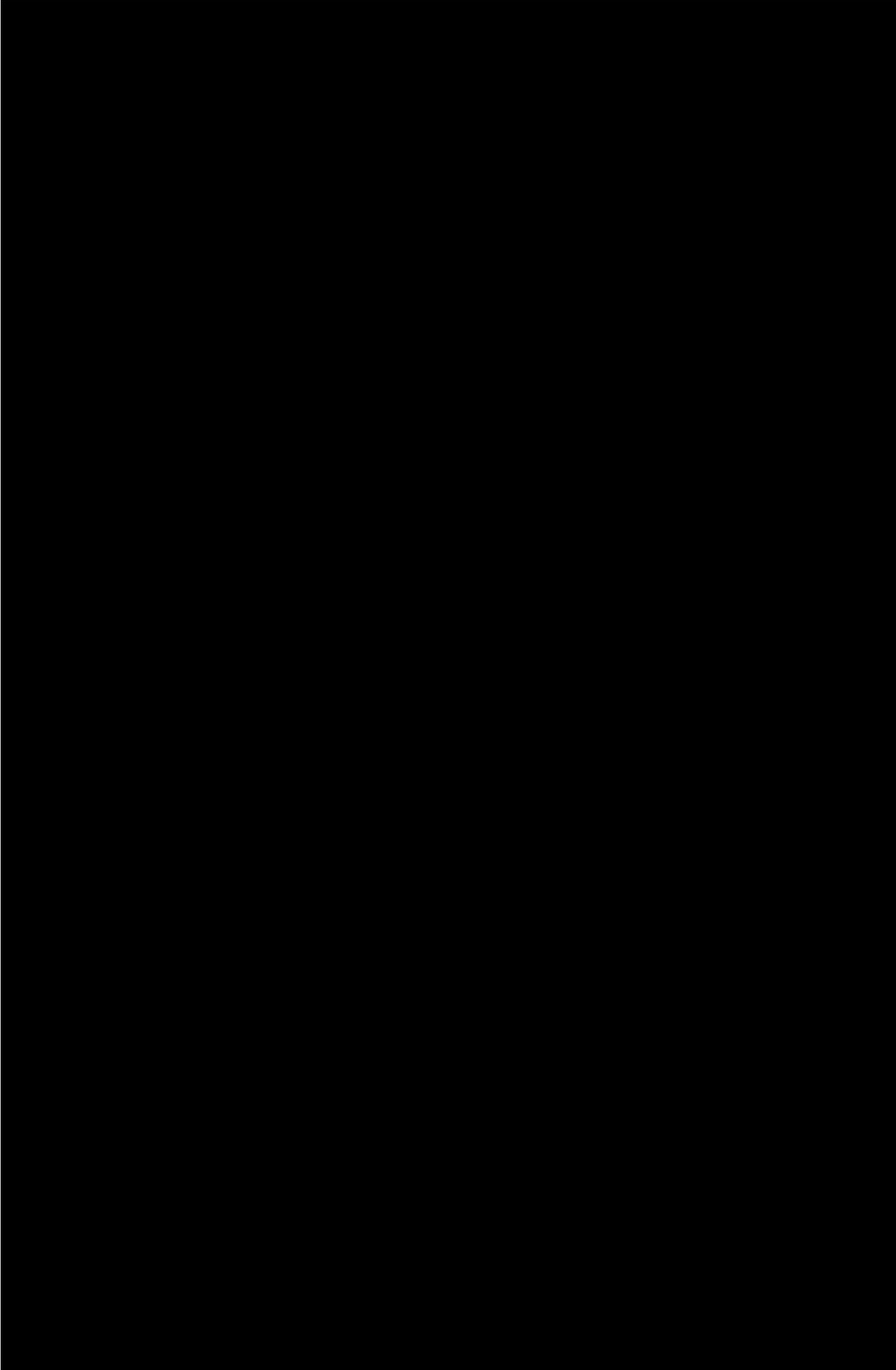


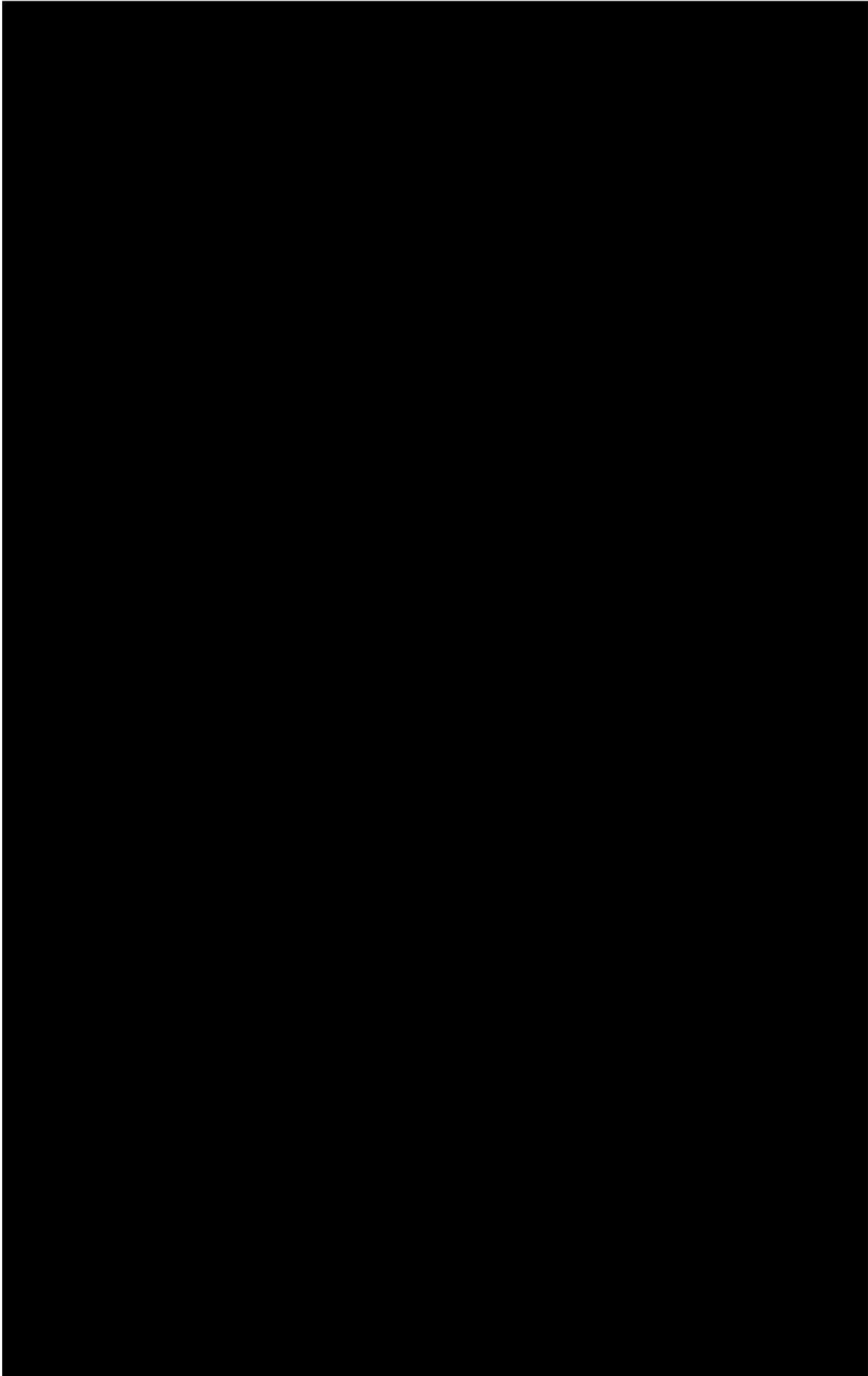


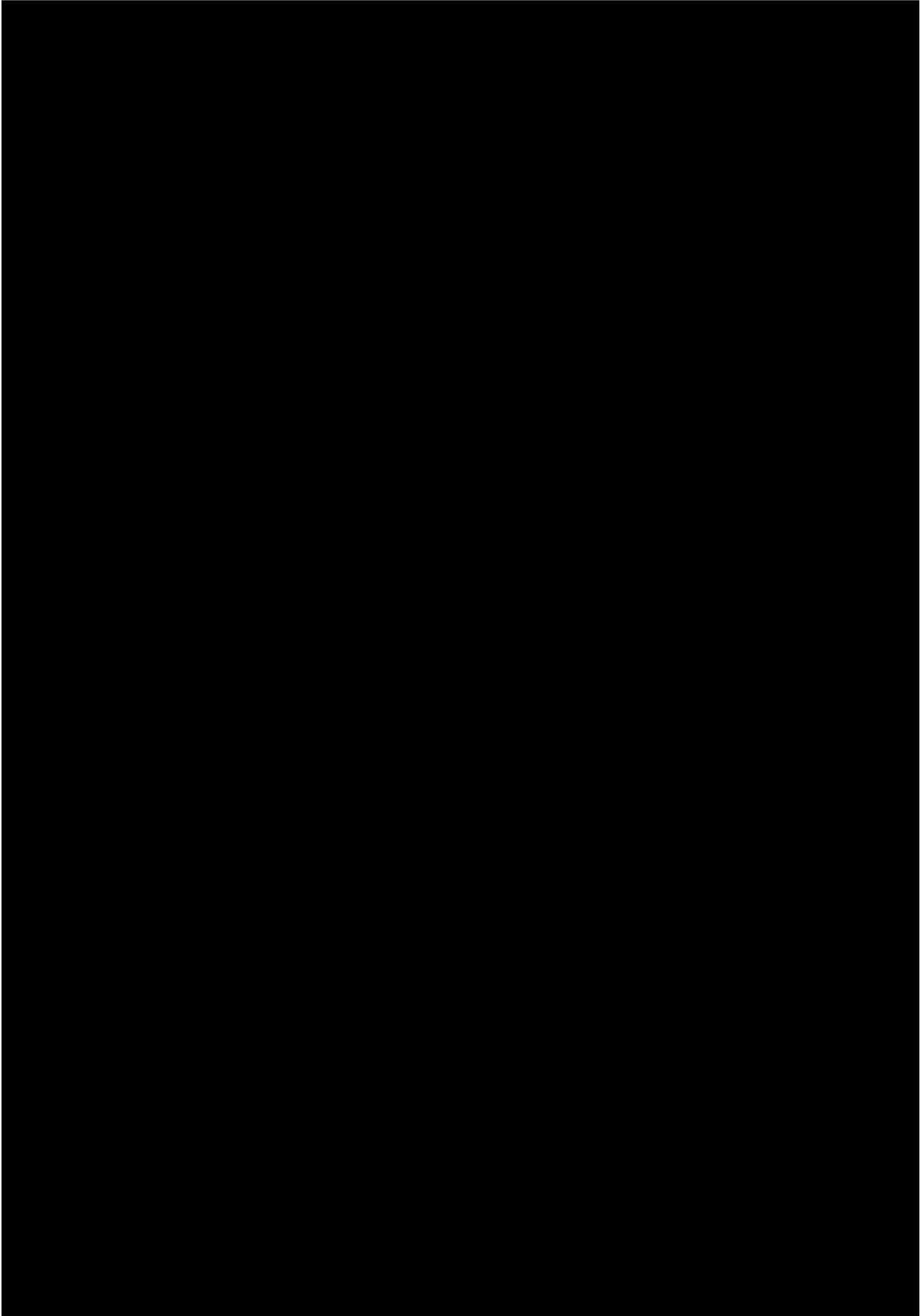


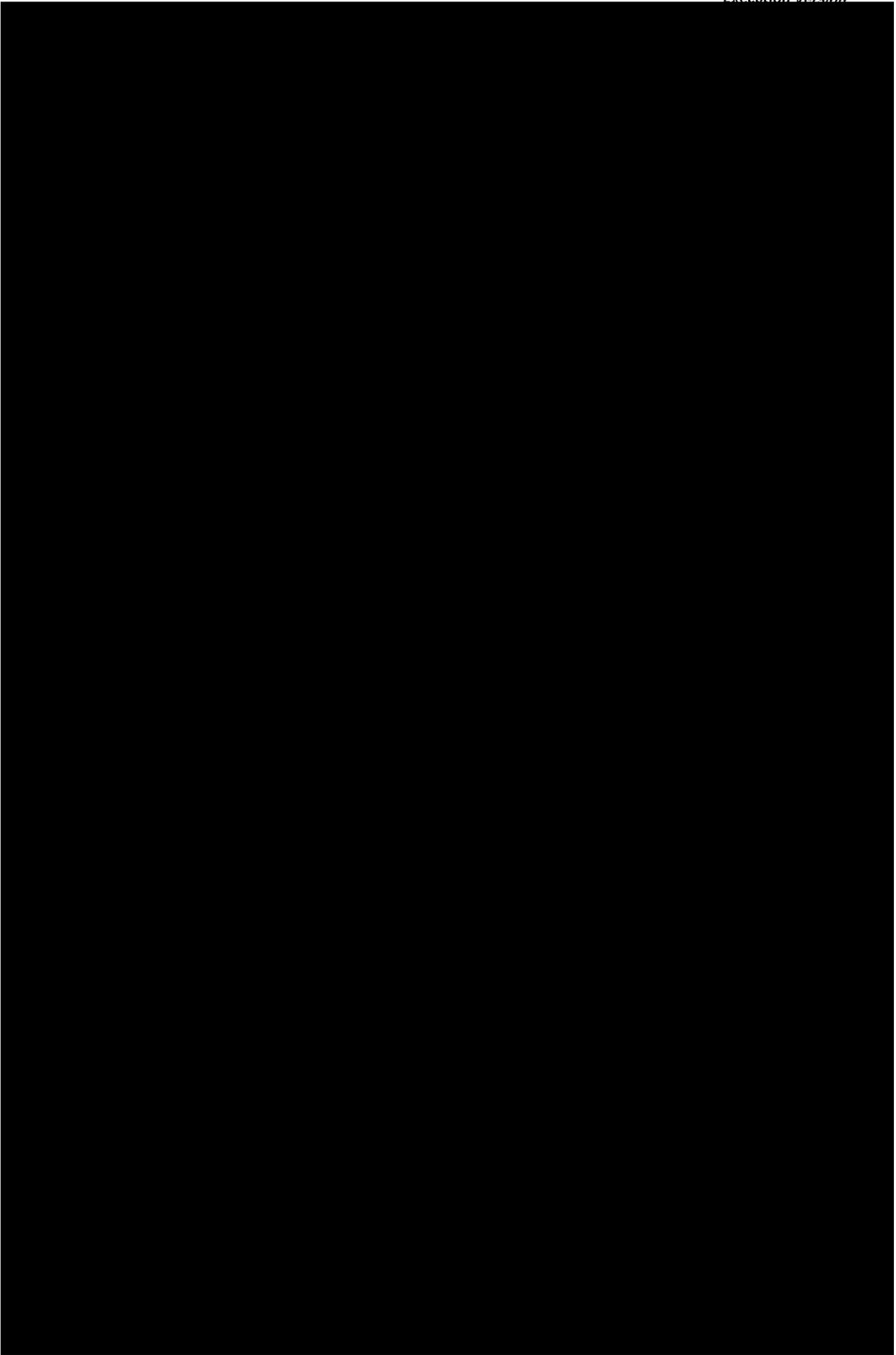


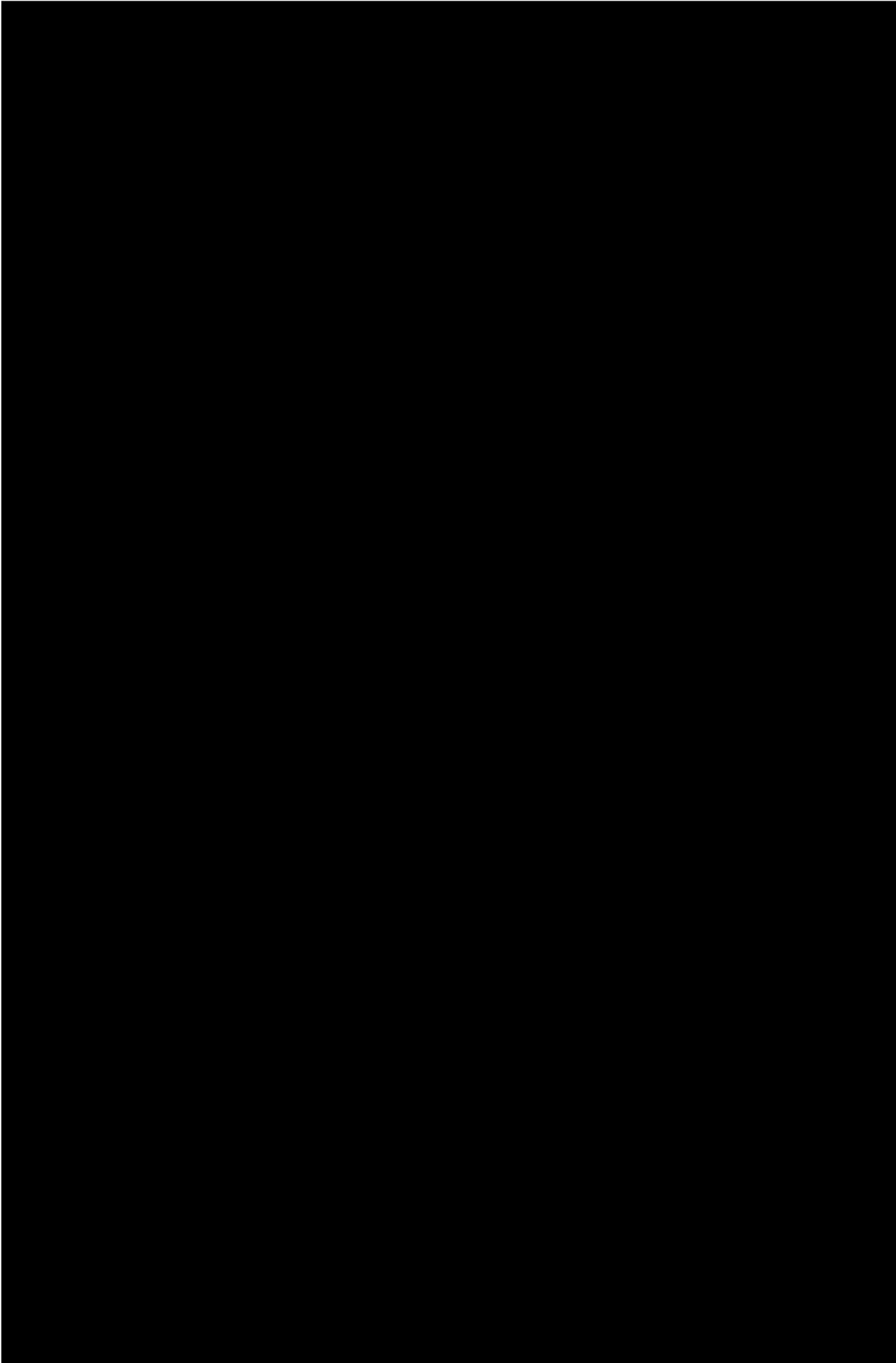


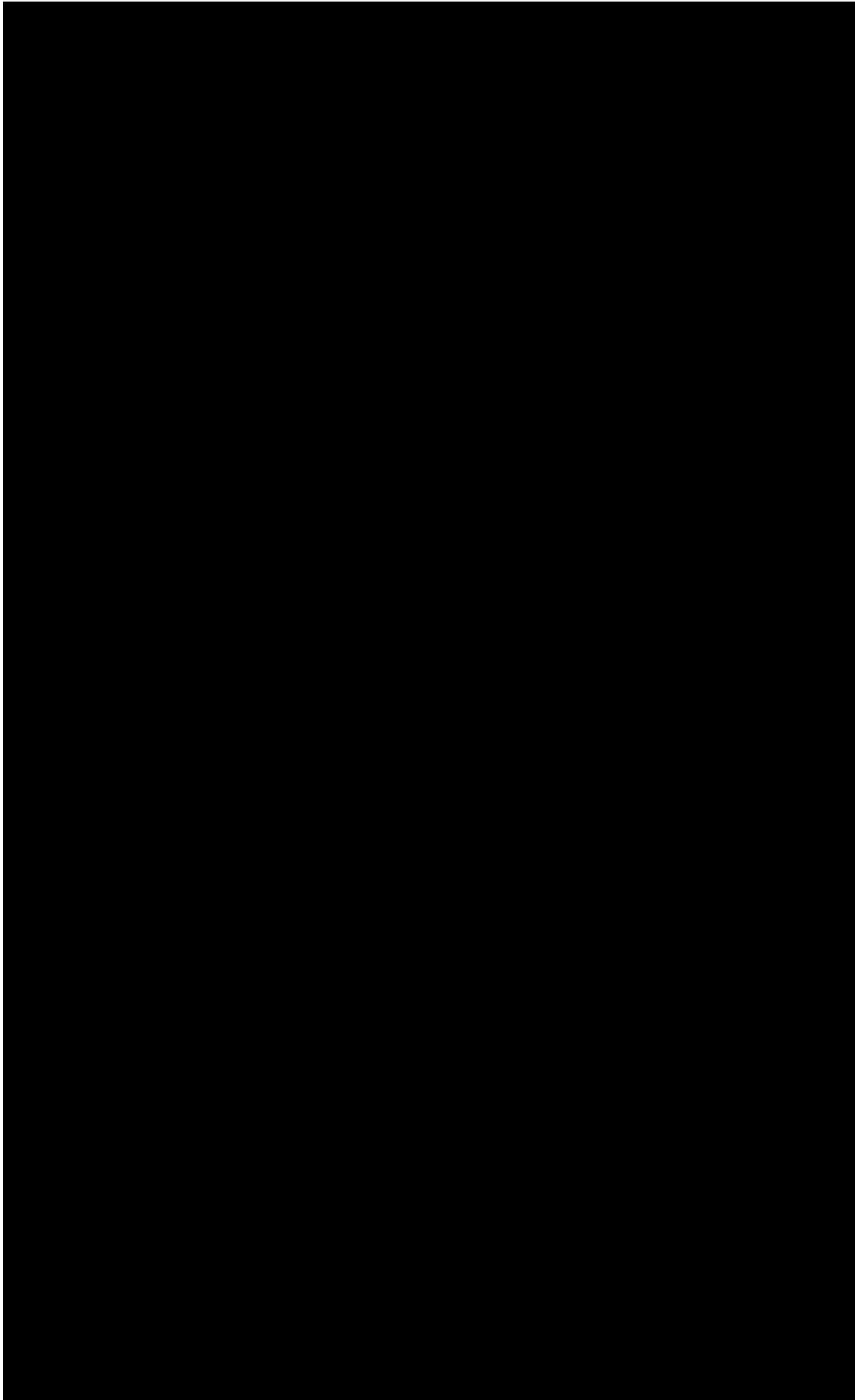


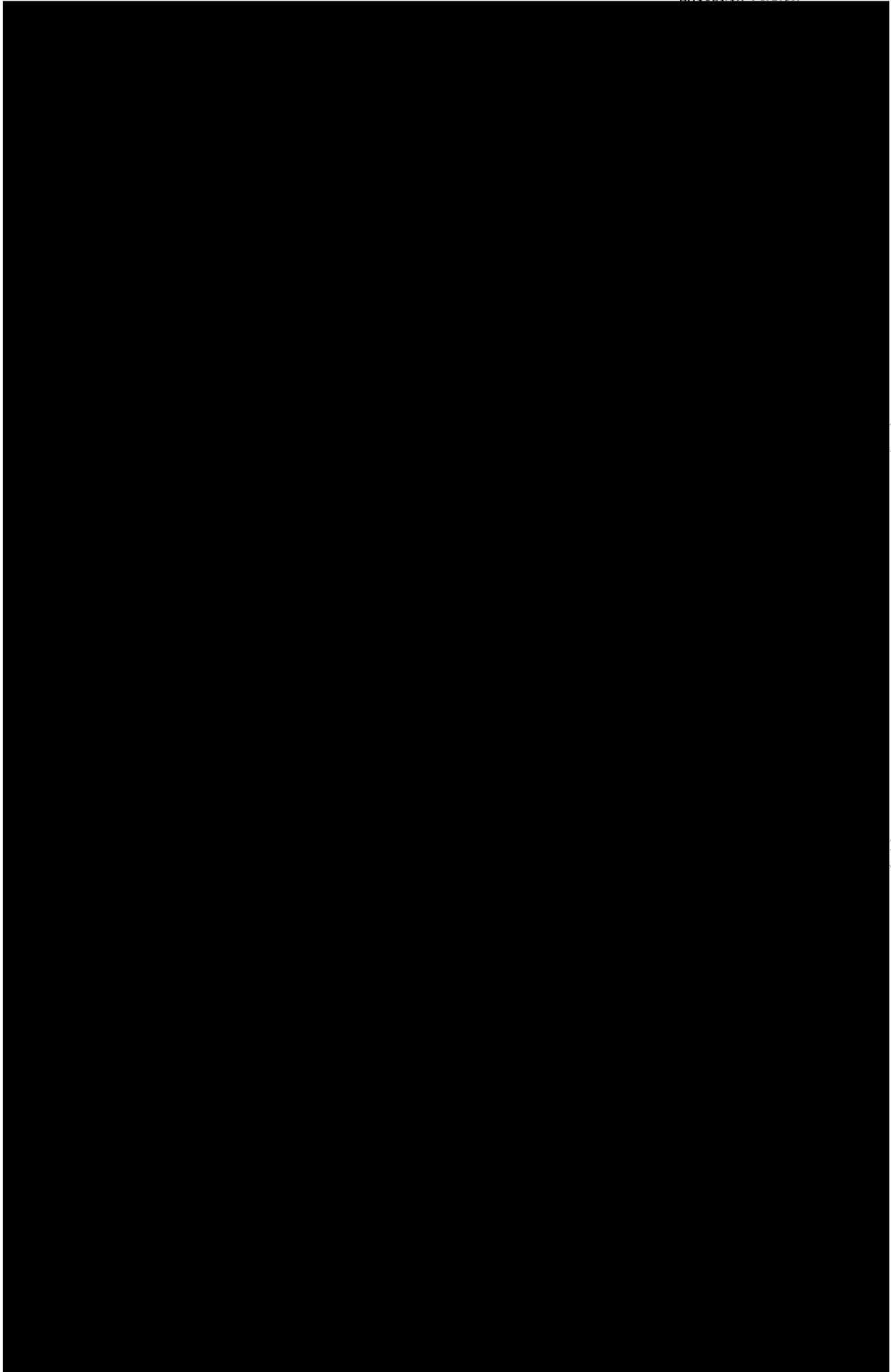


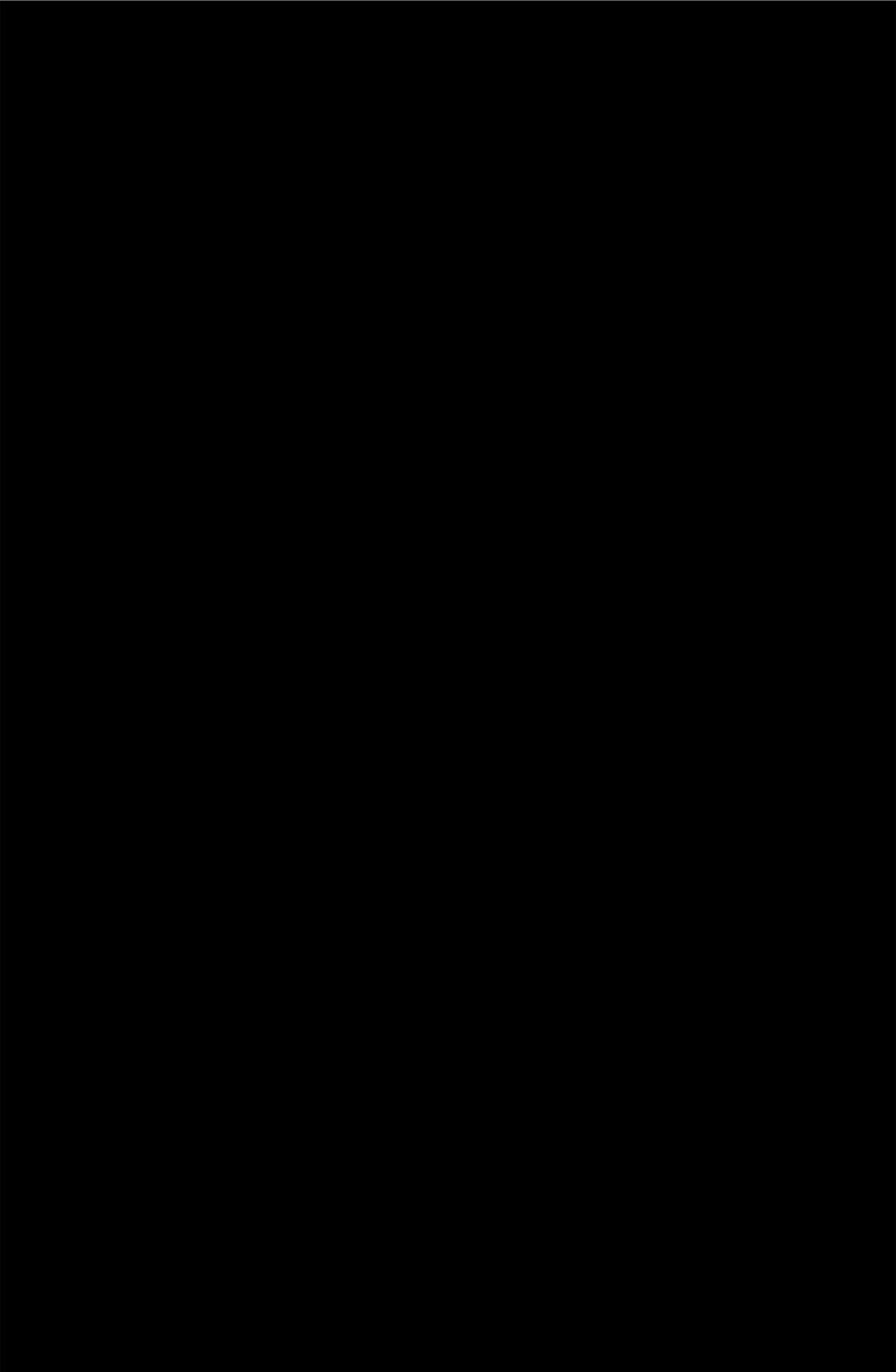




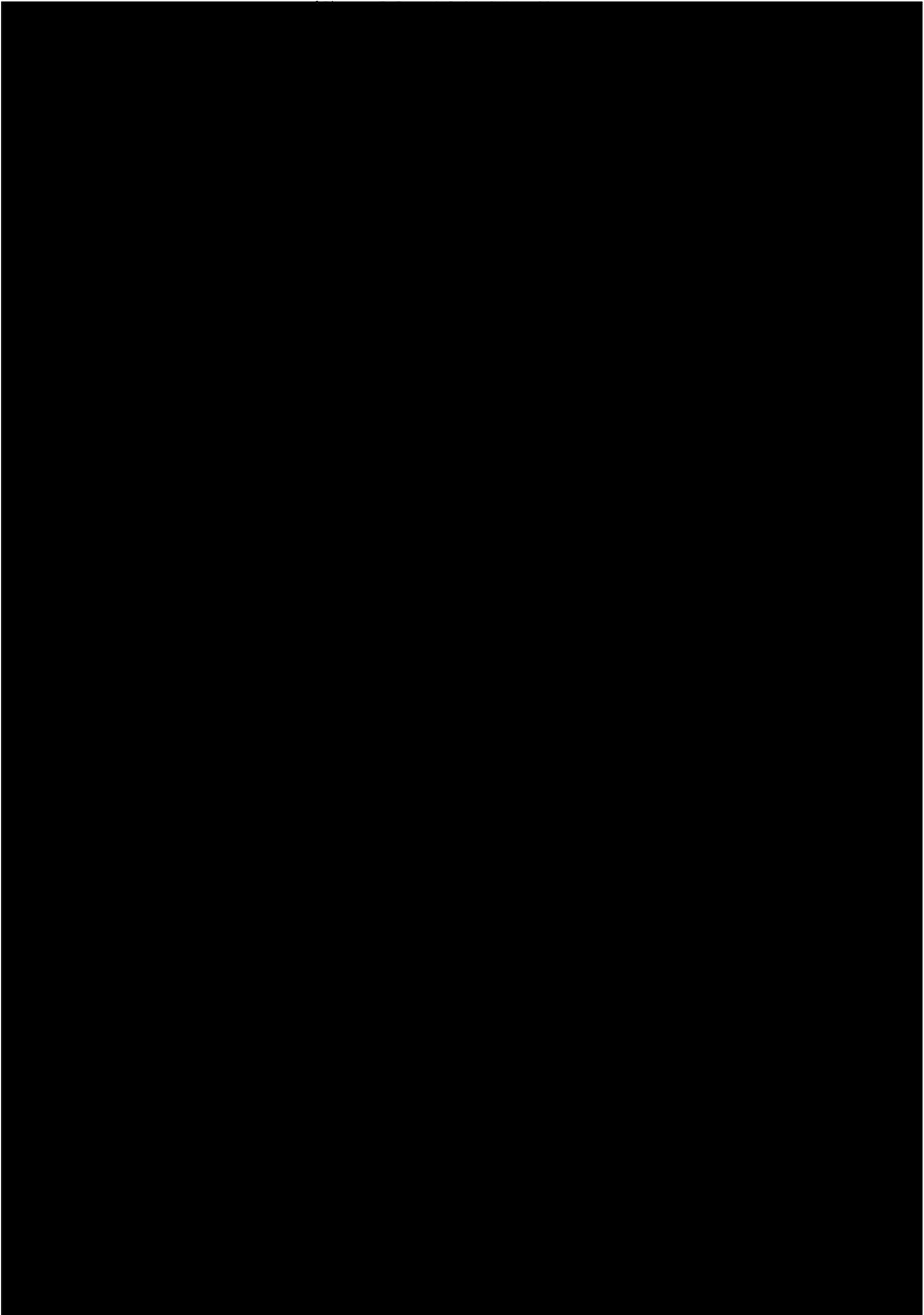




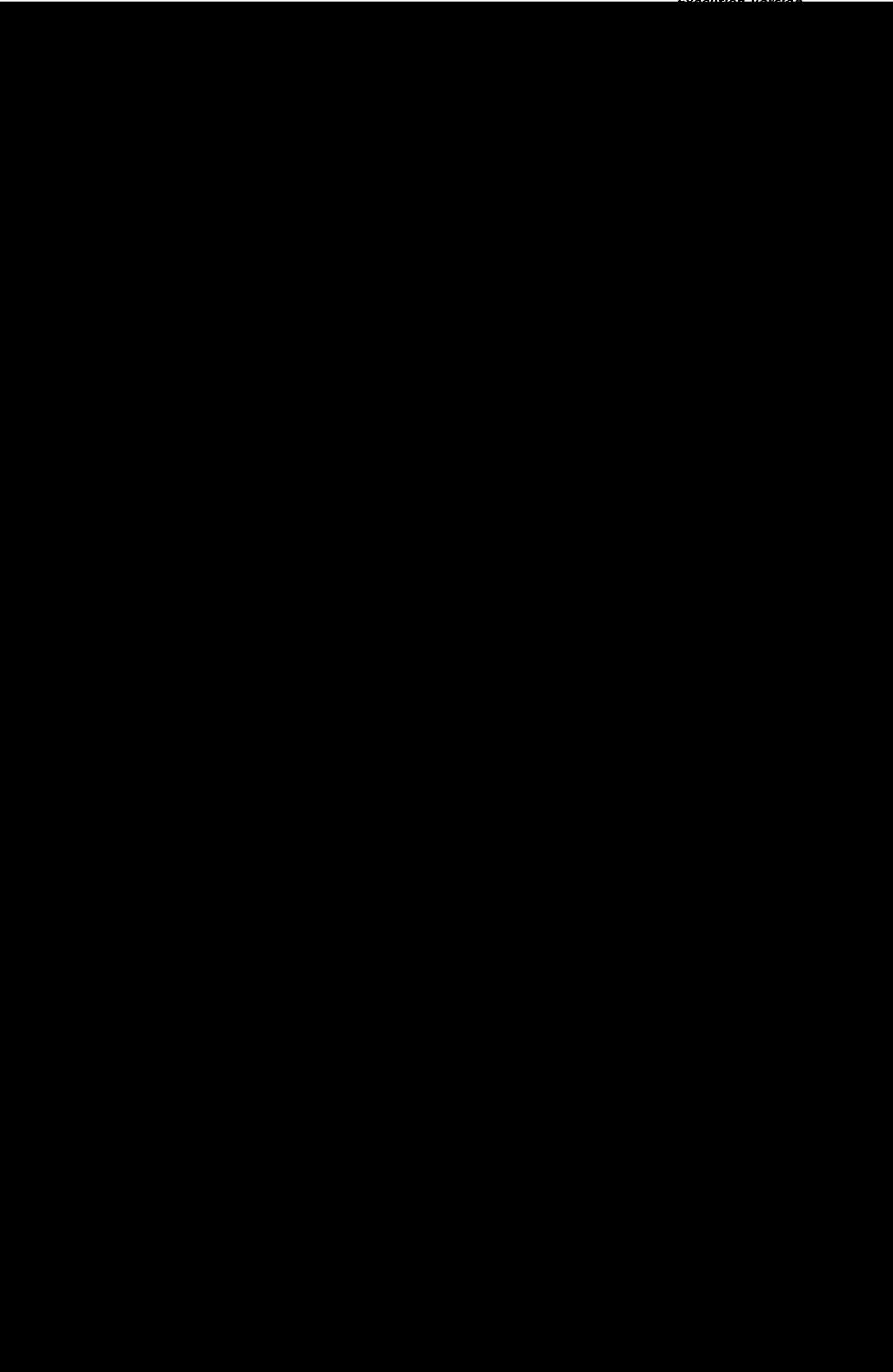


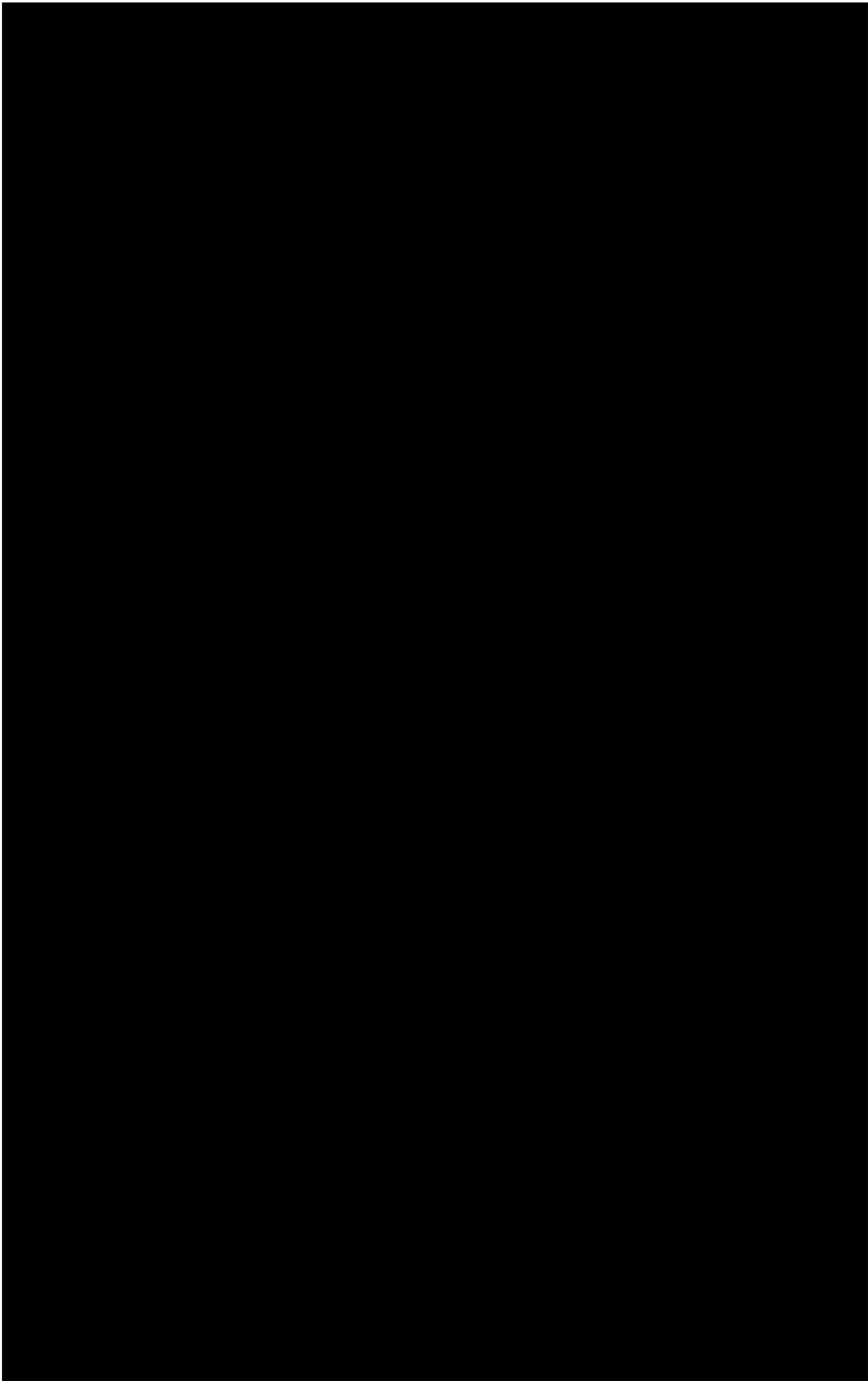


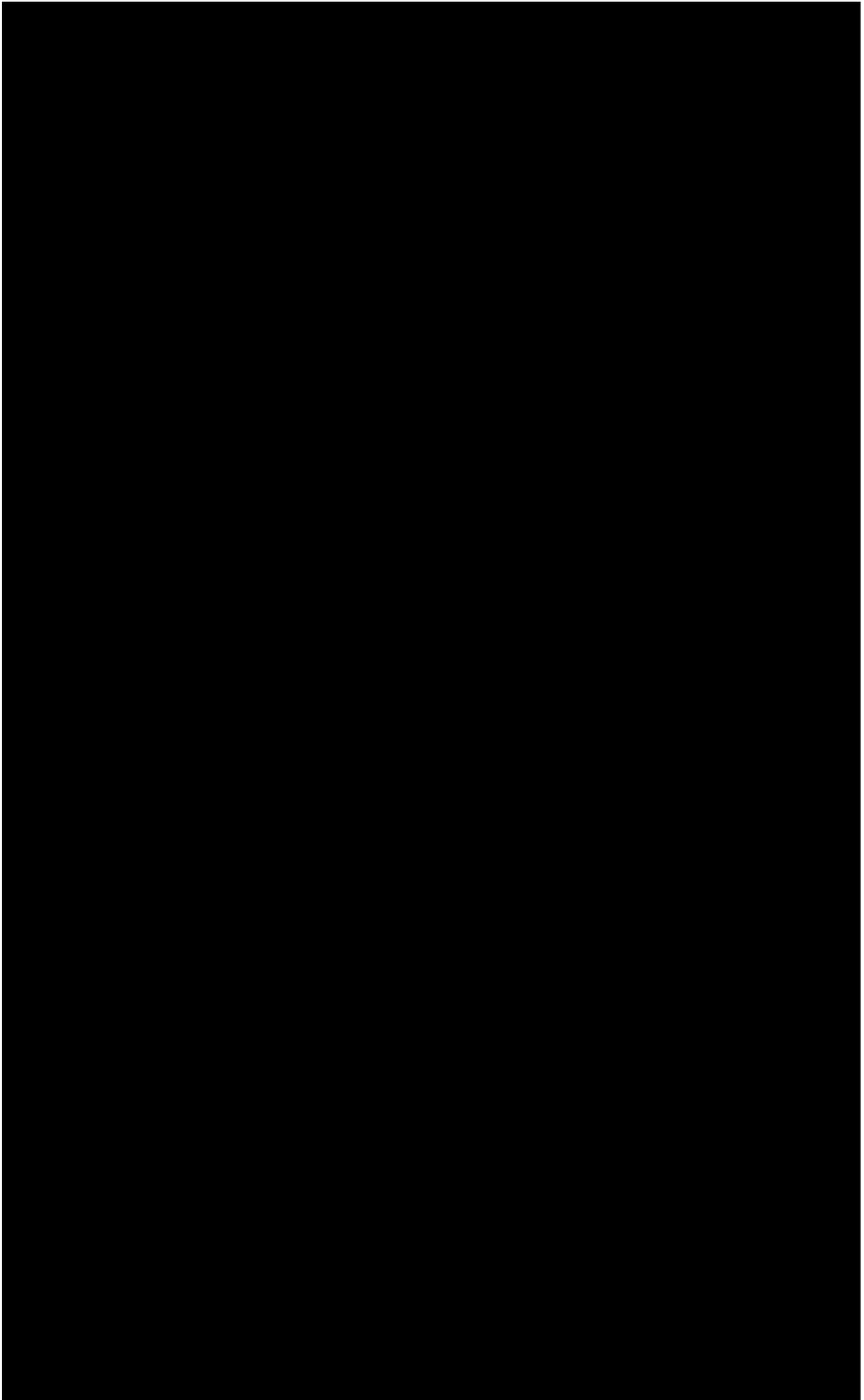
SCHEDULE E5. -

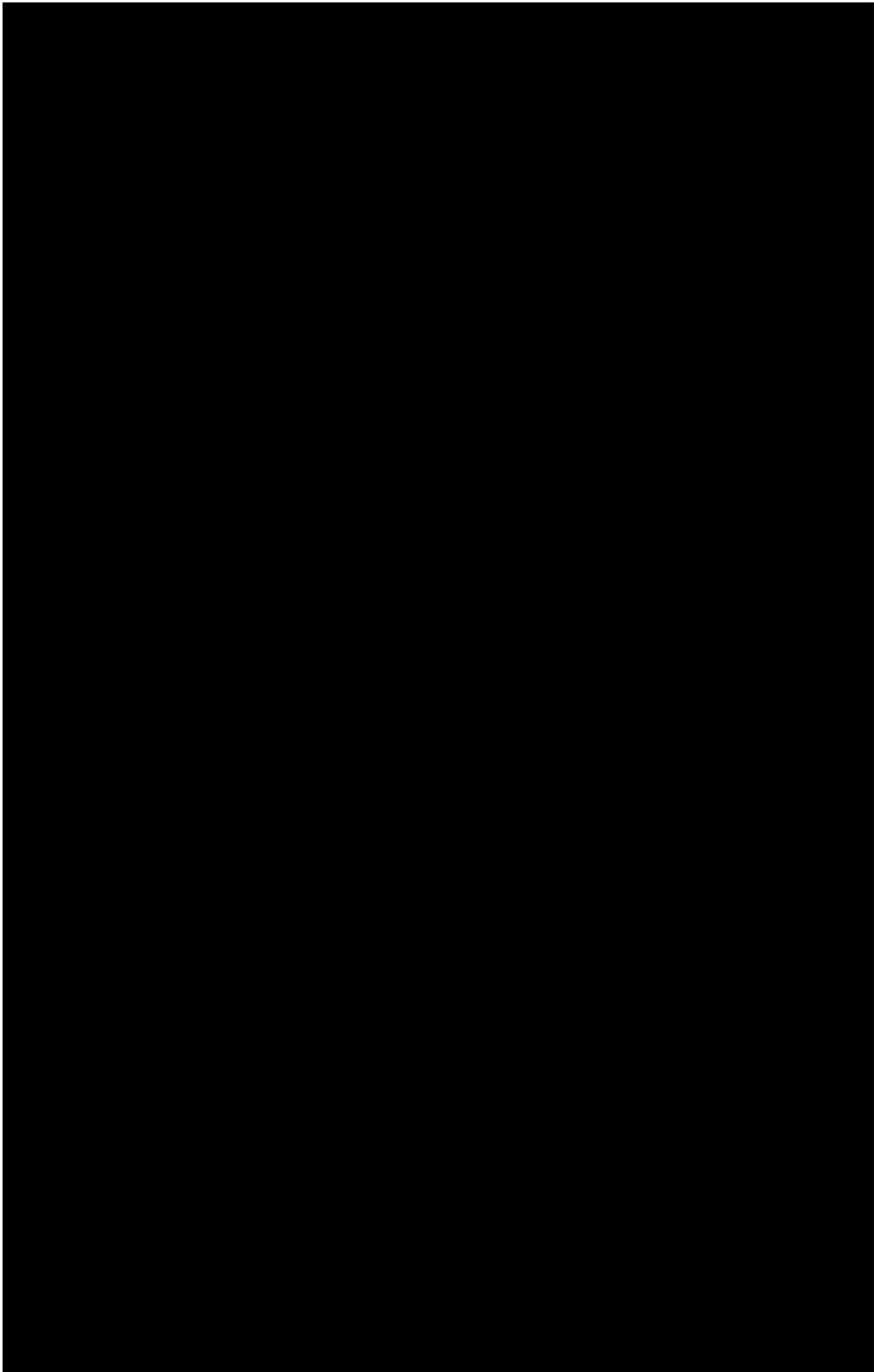


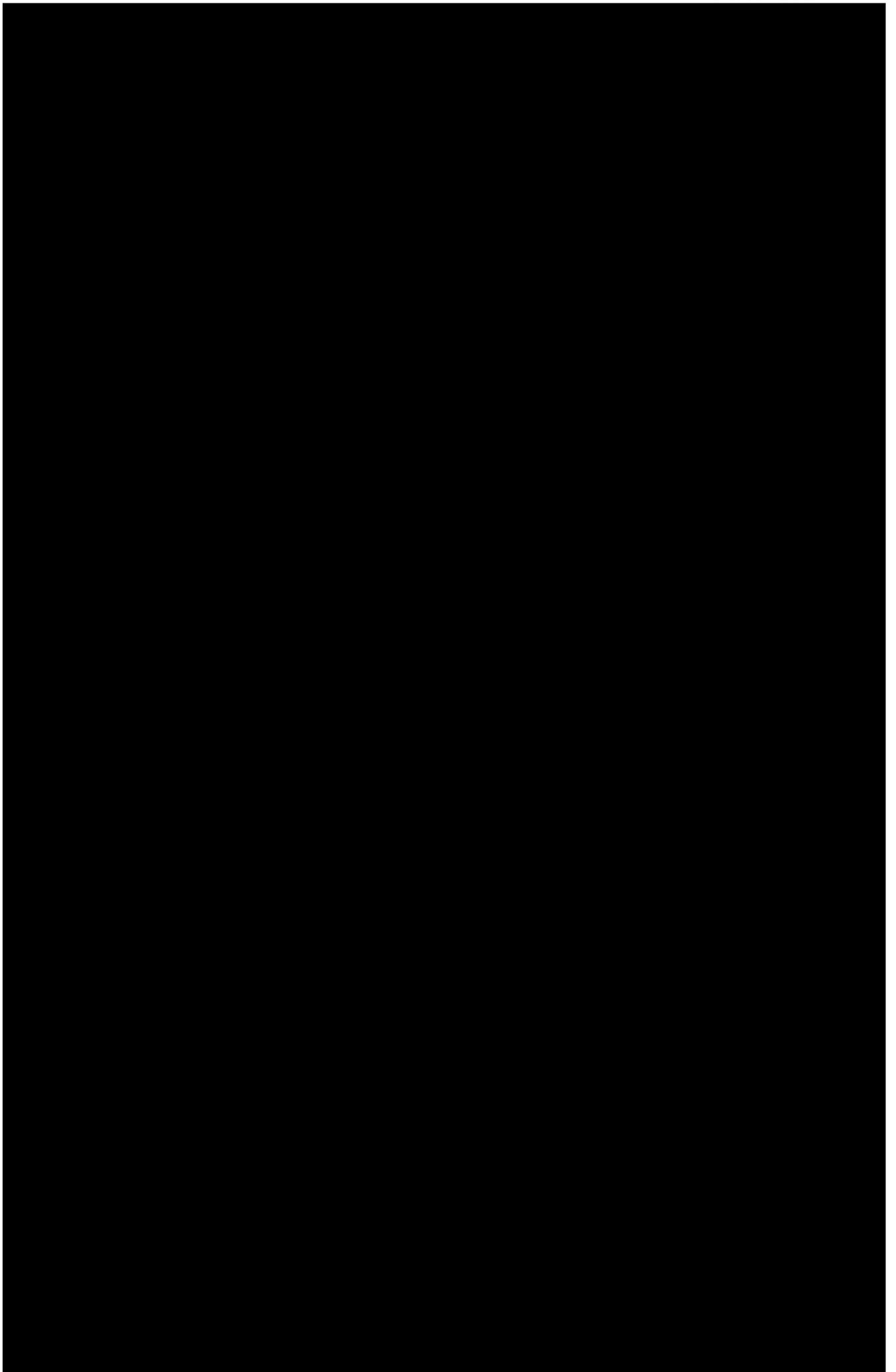


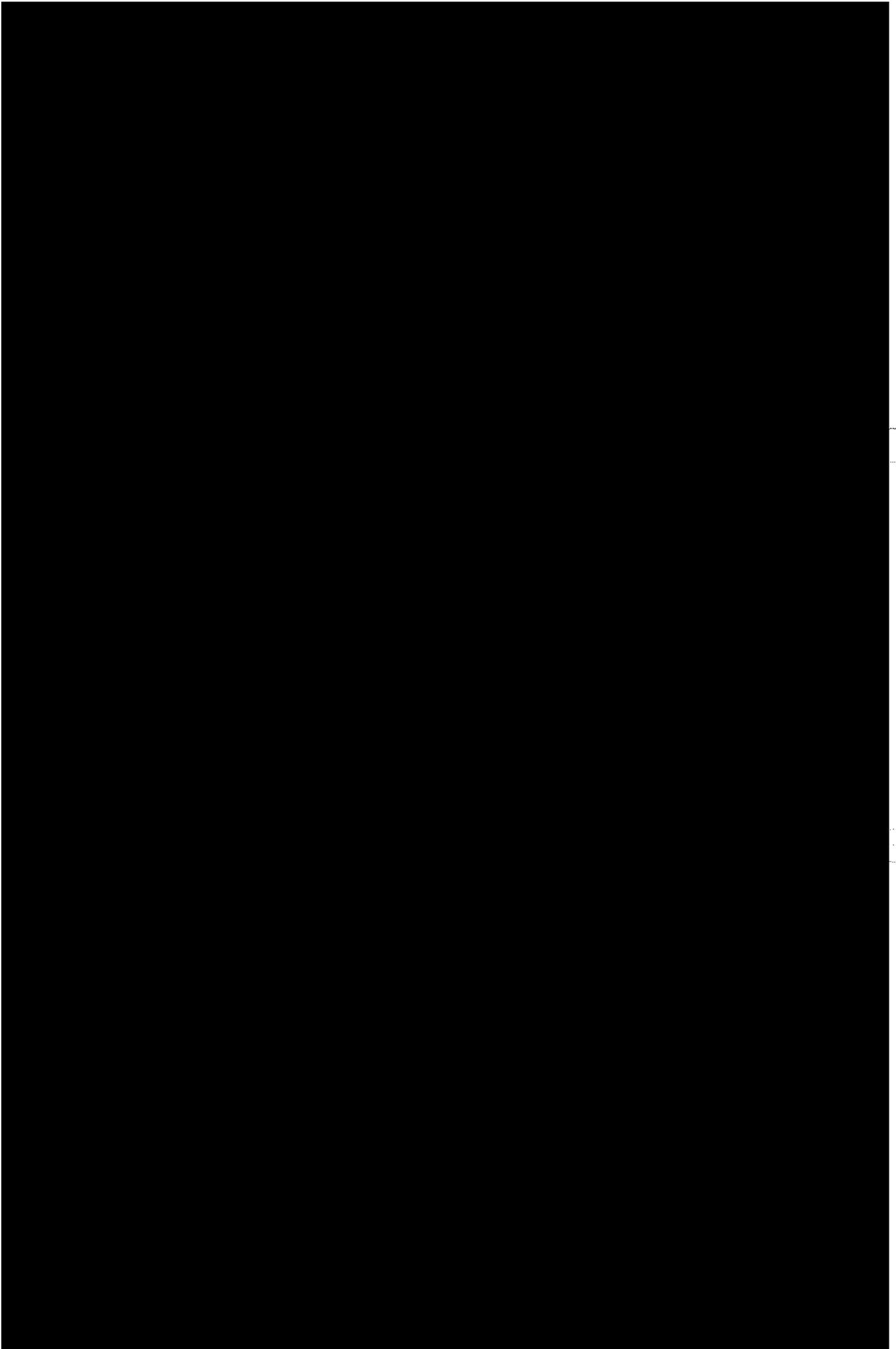


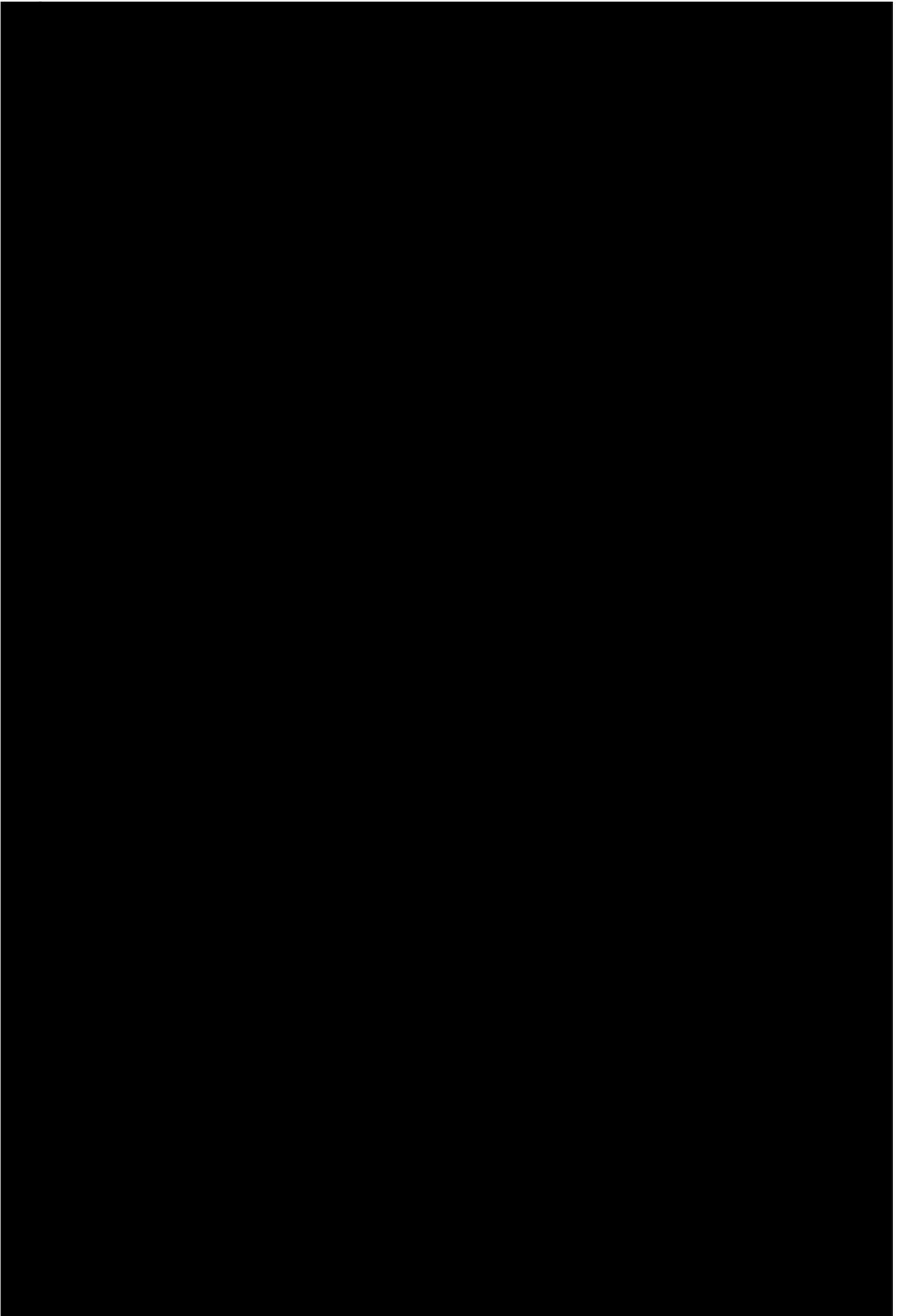


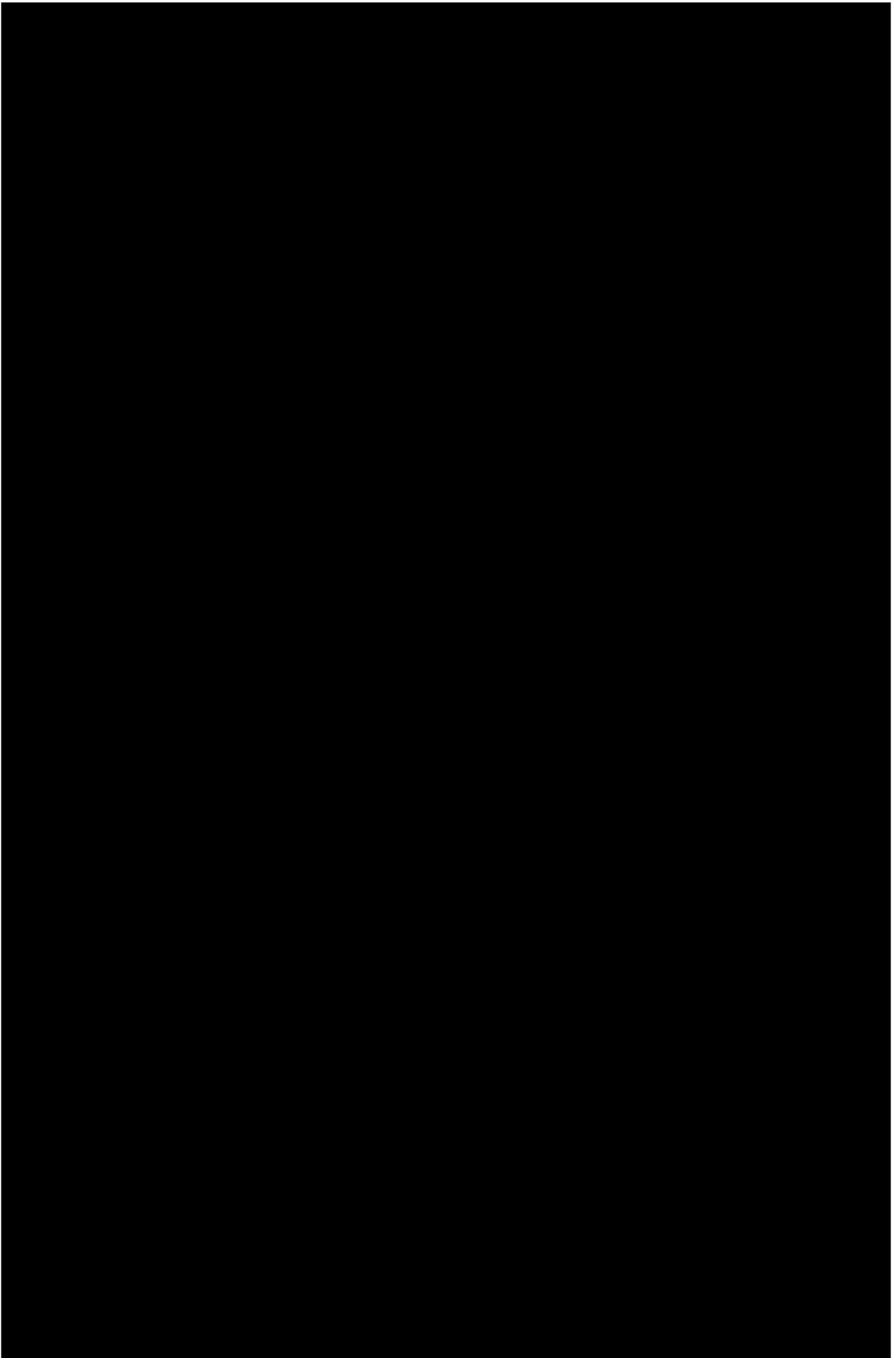


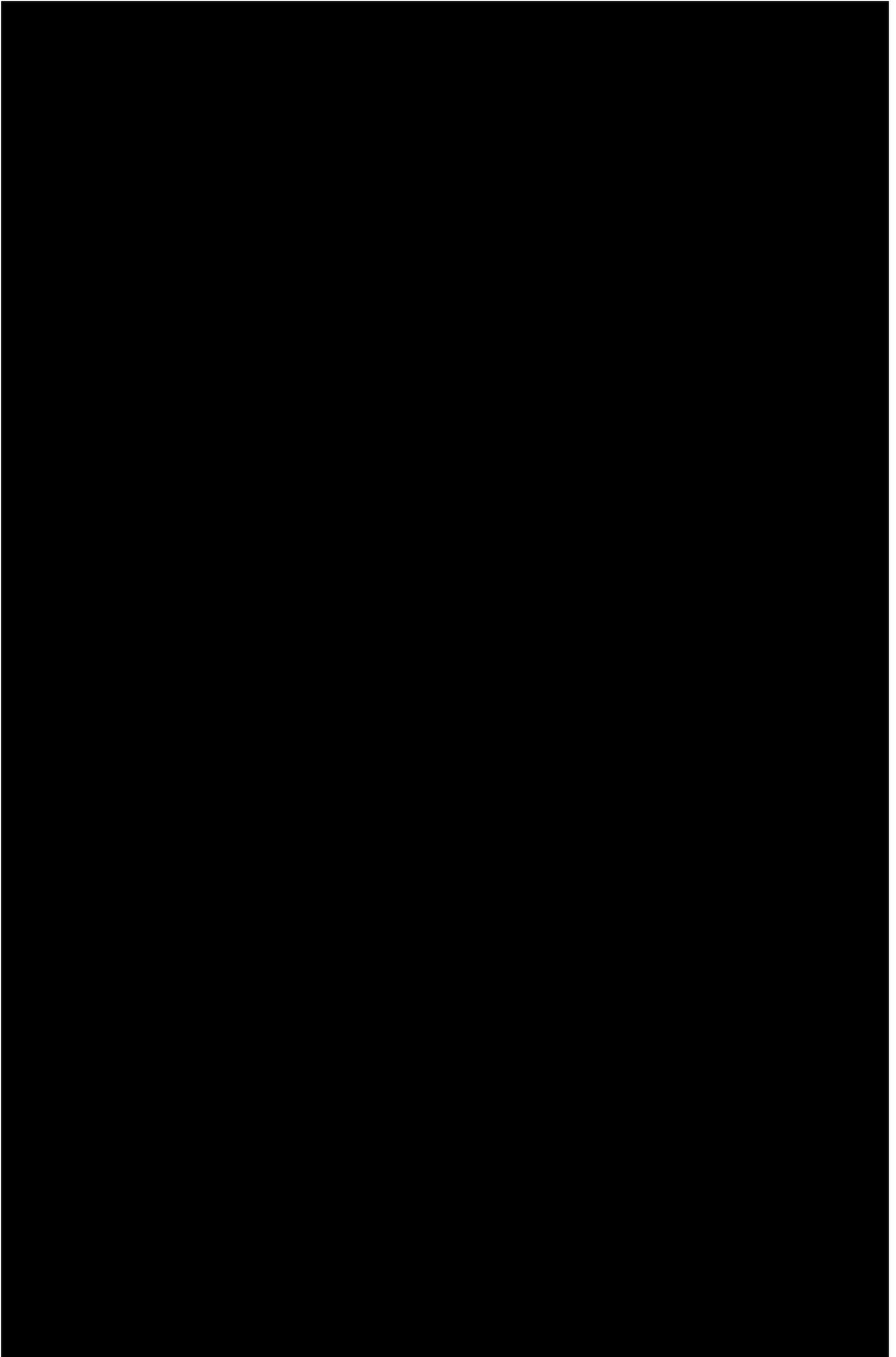


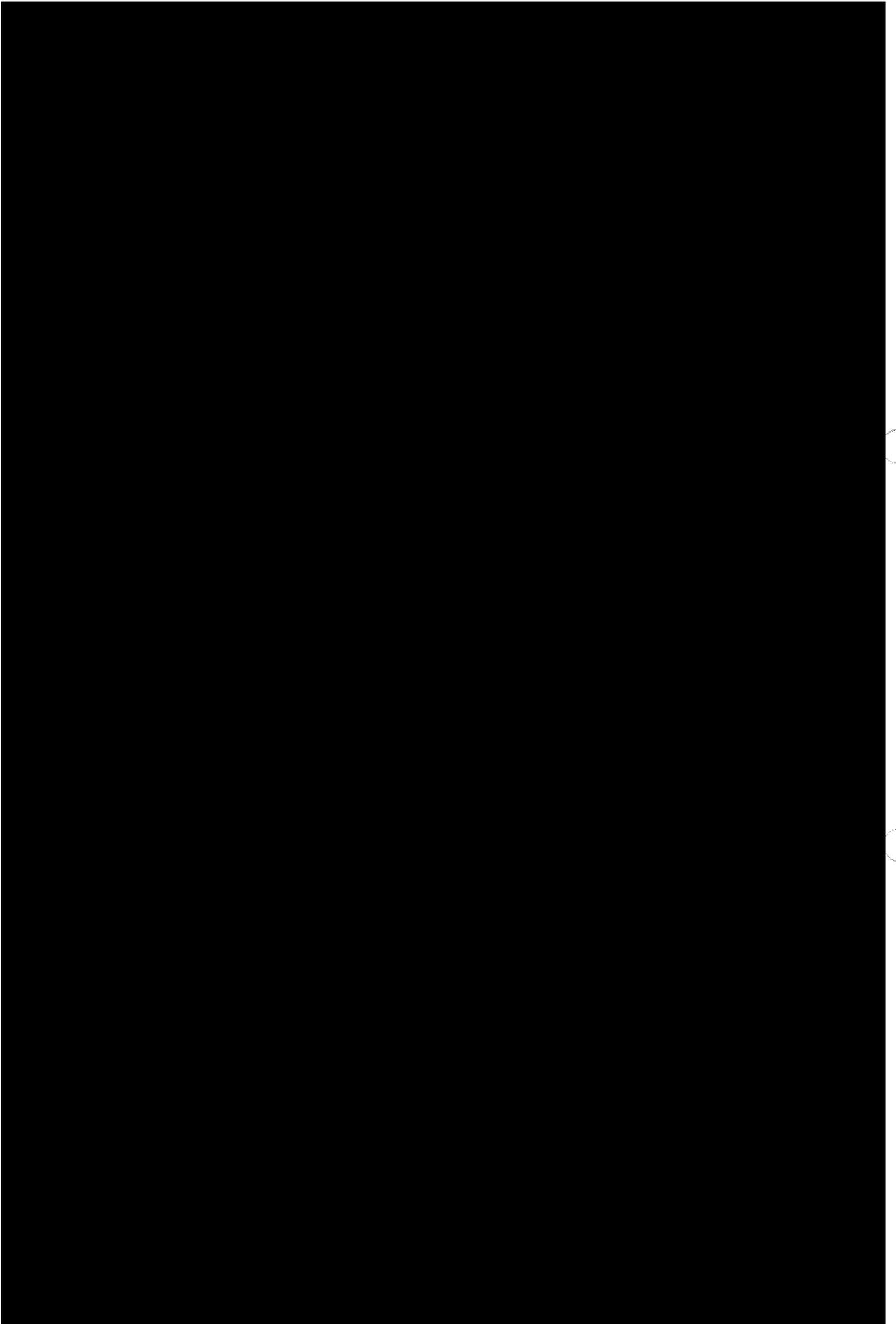


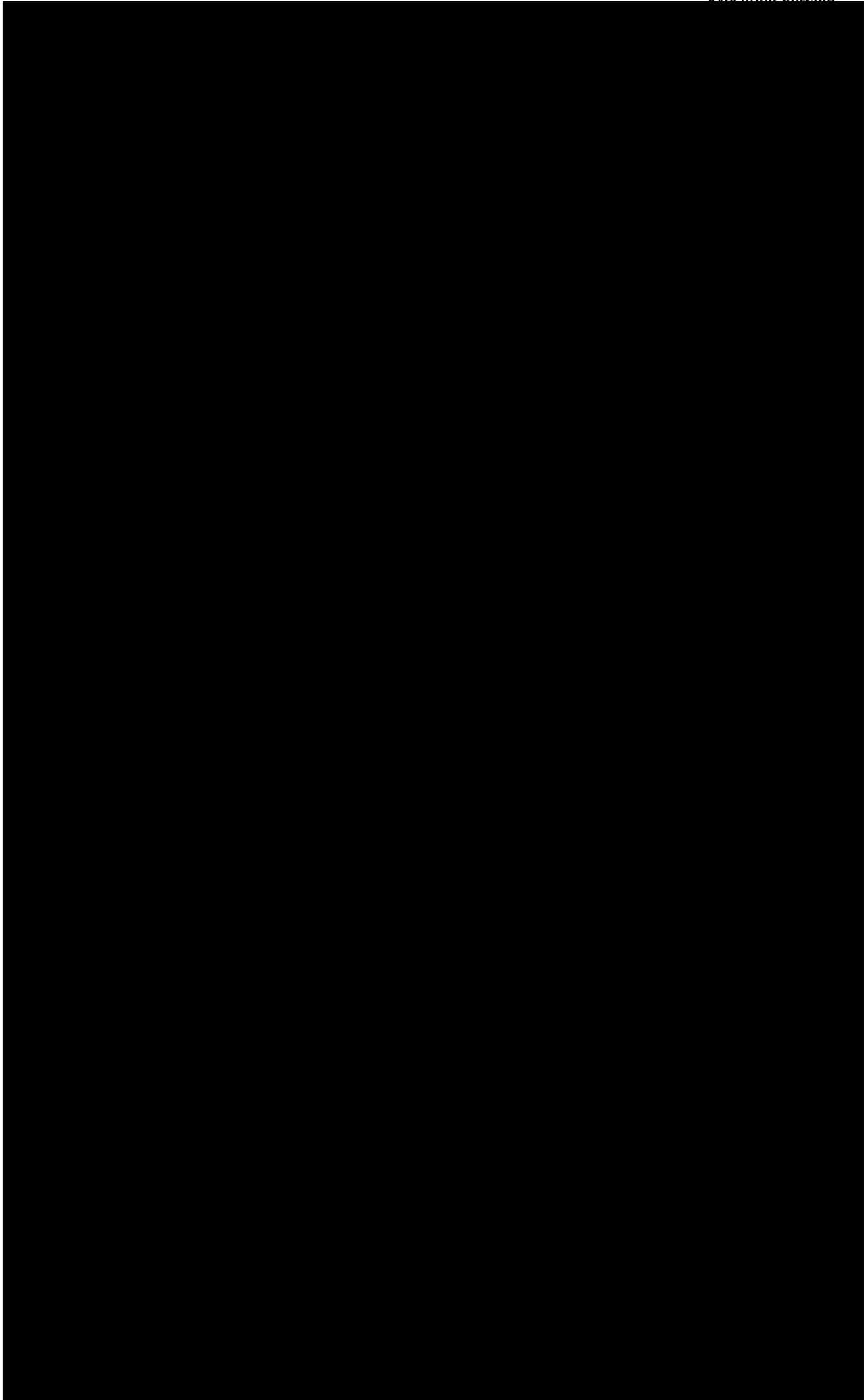


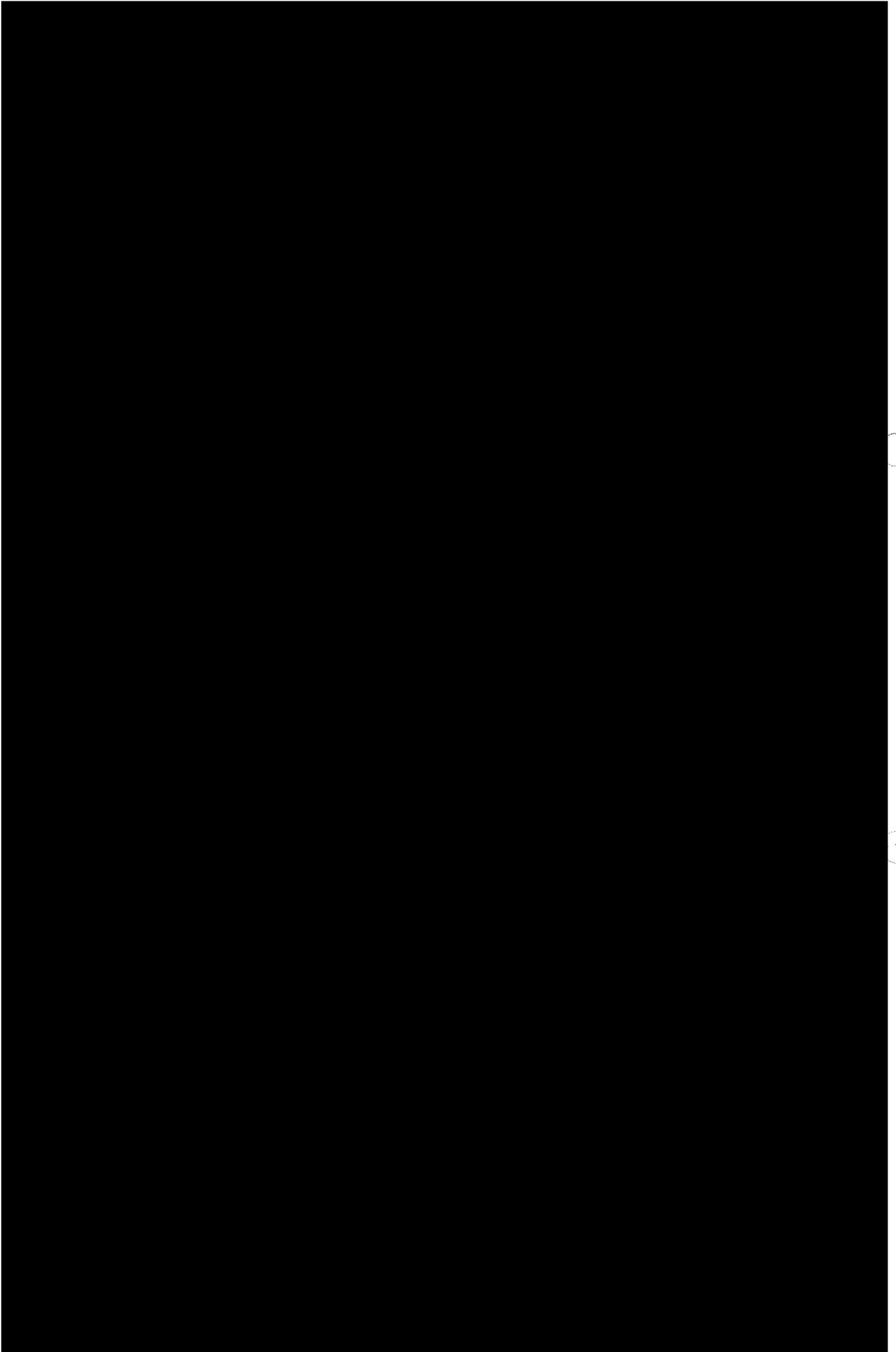


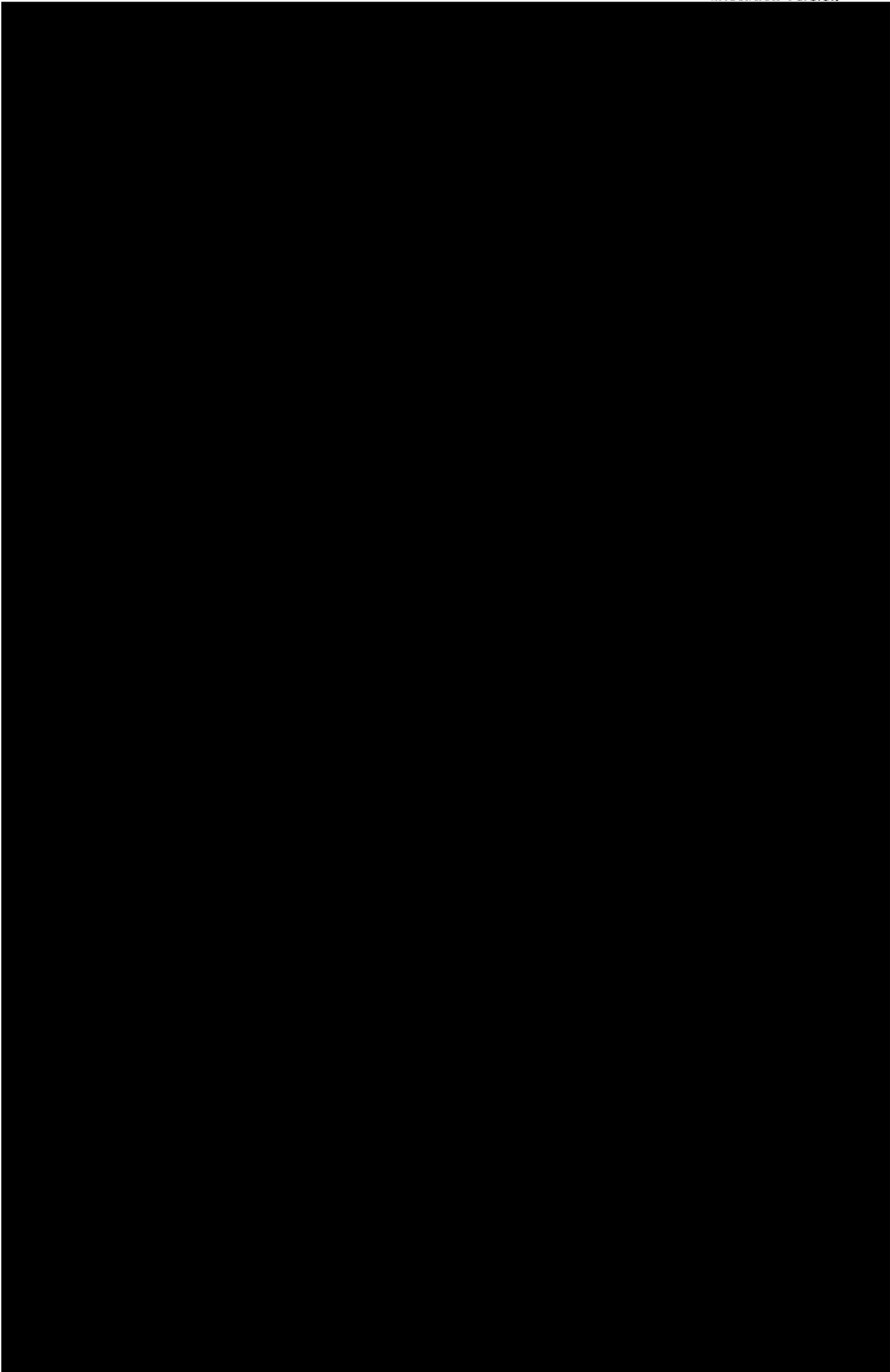


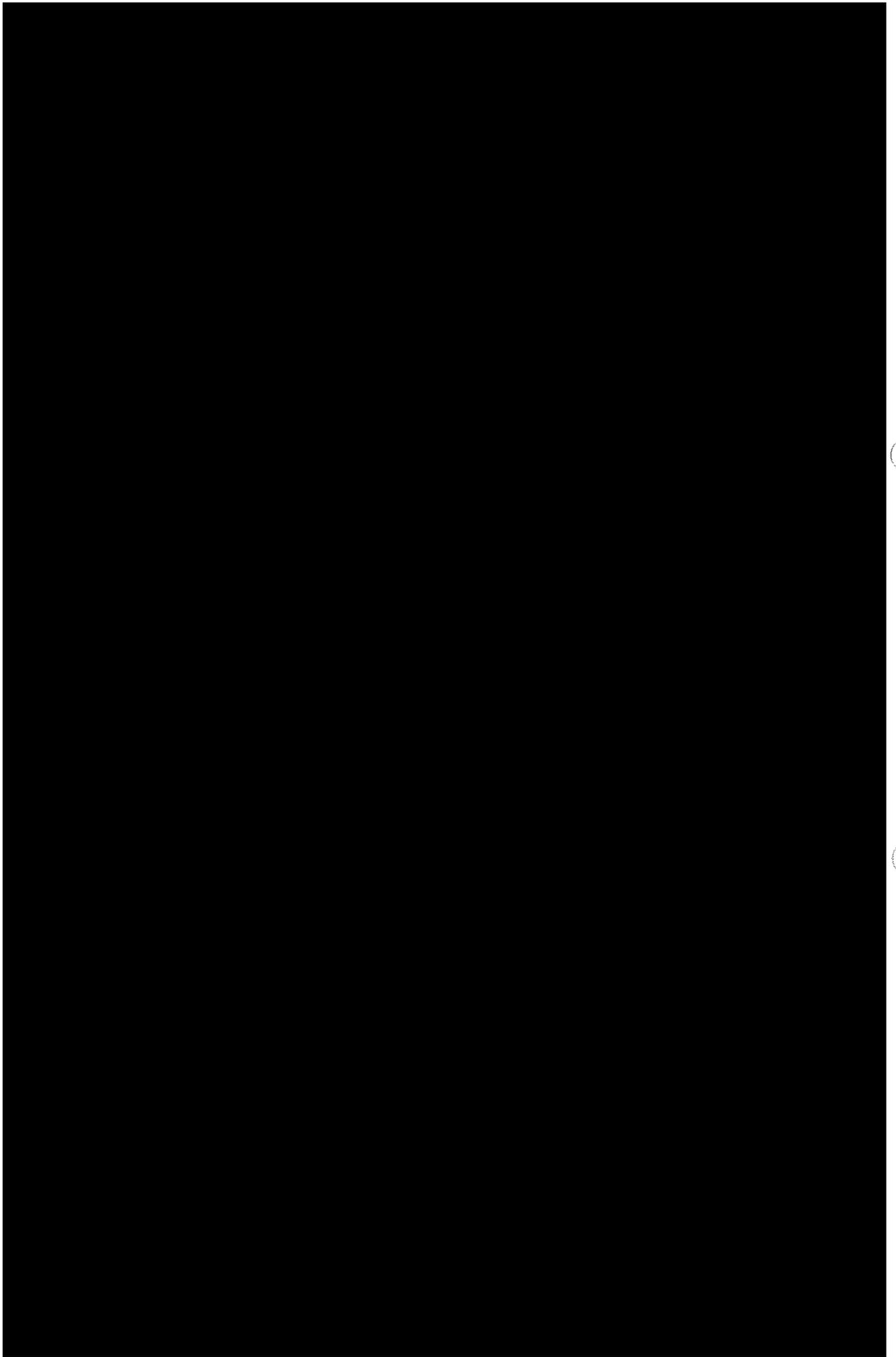


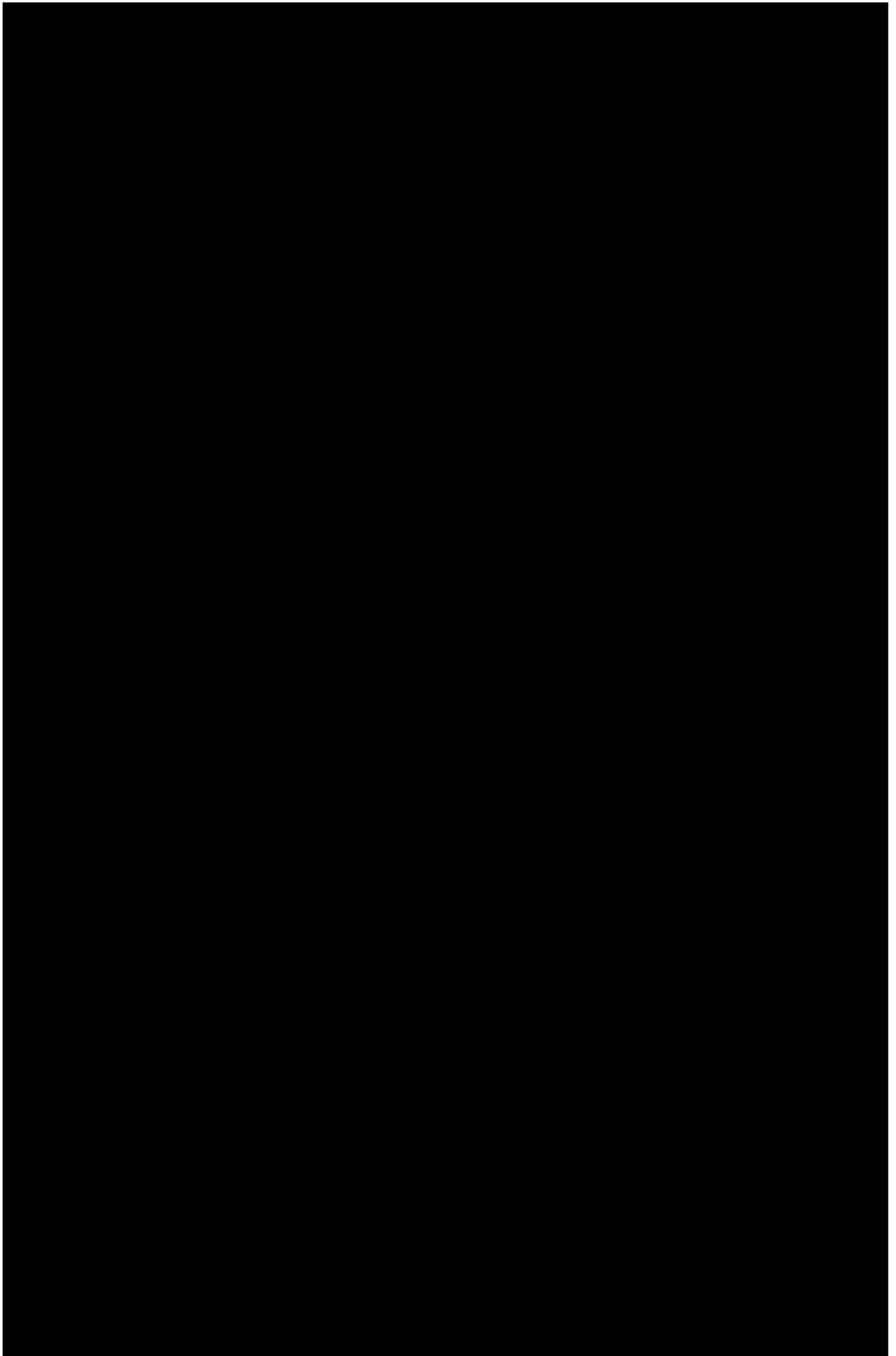


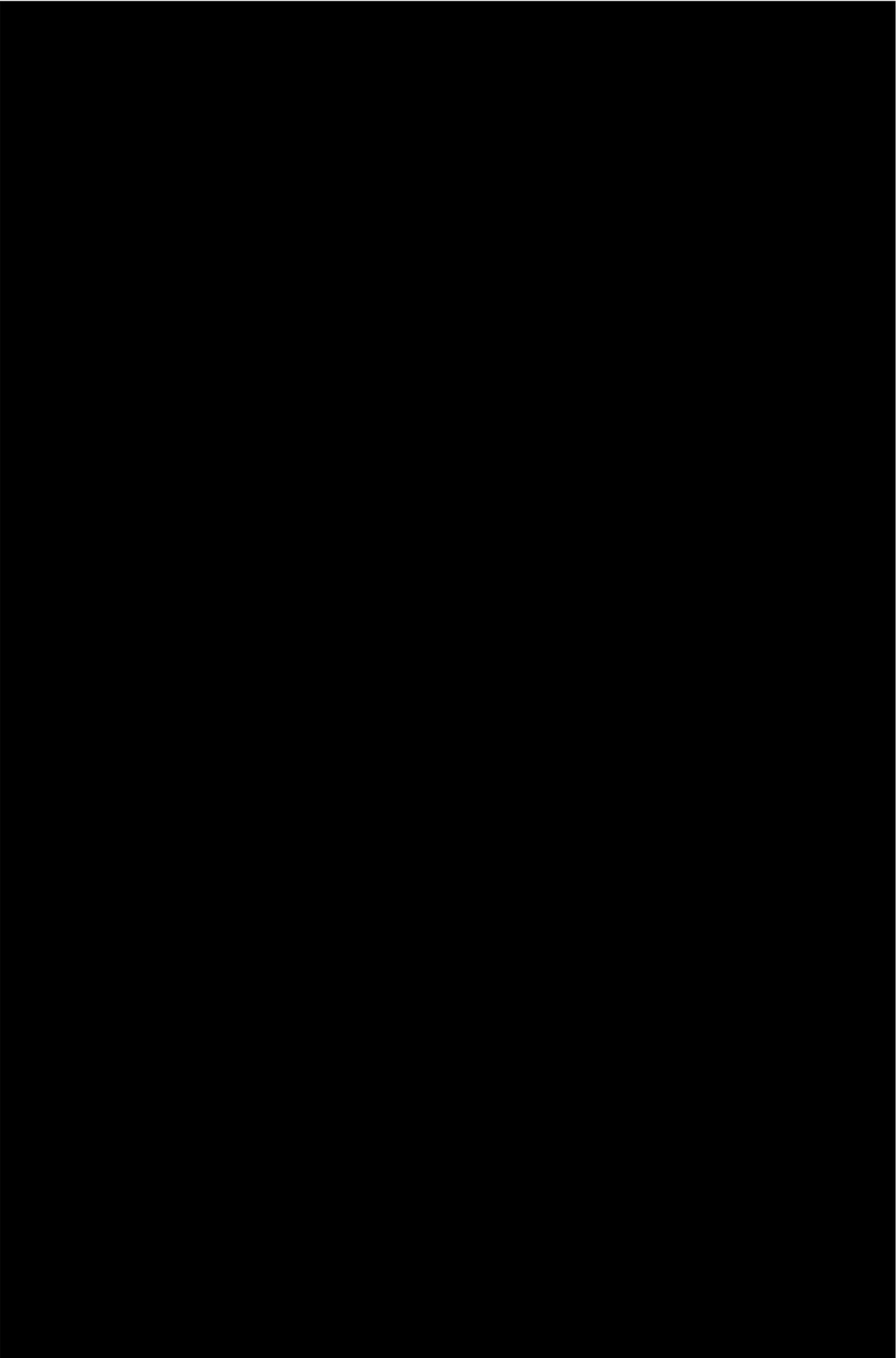








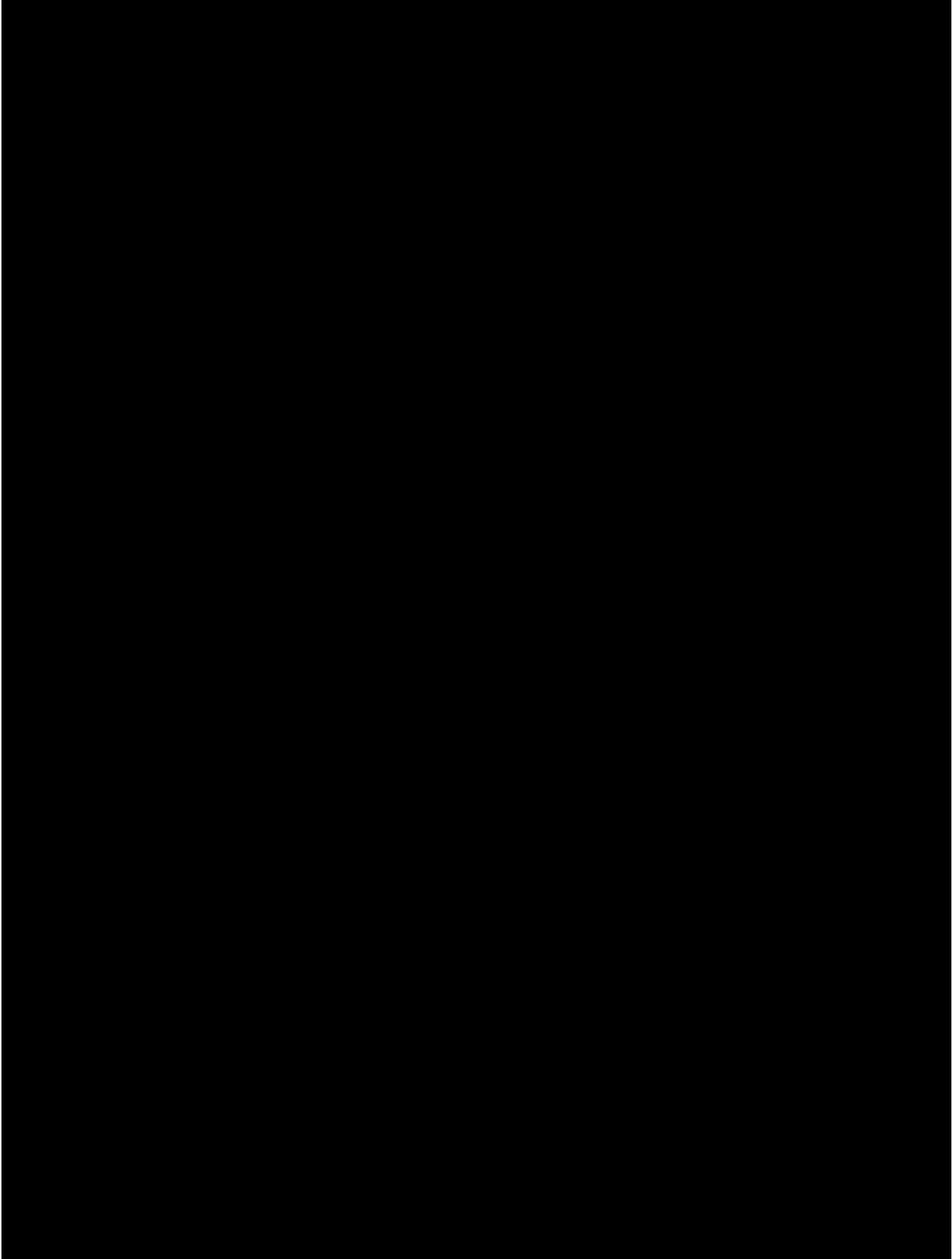


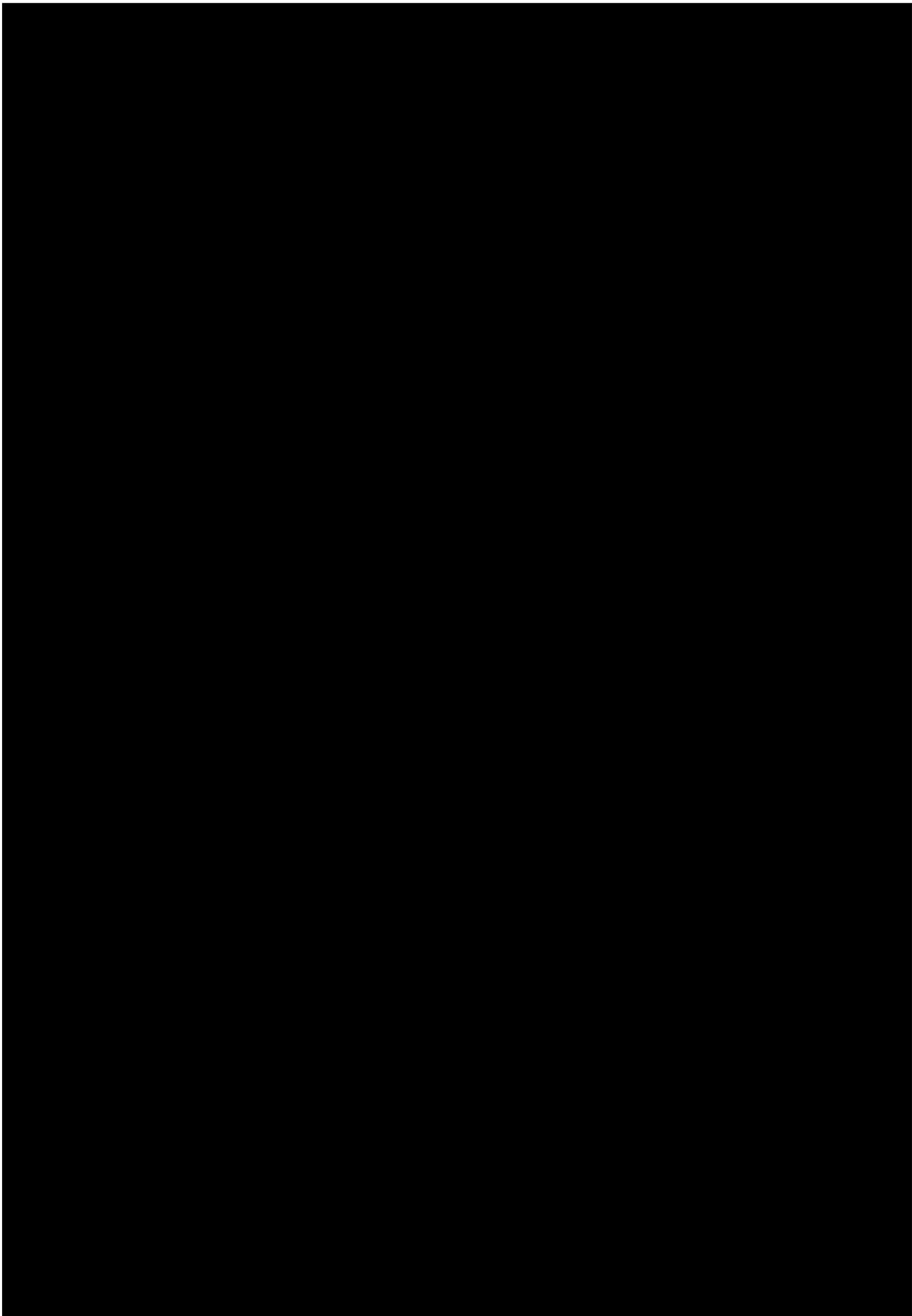


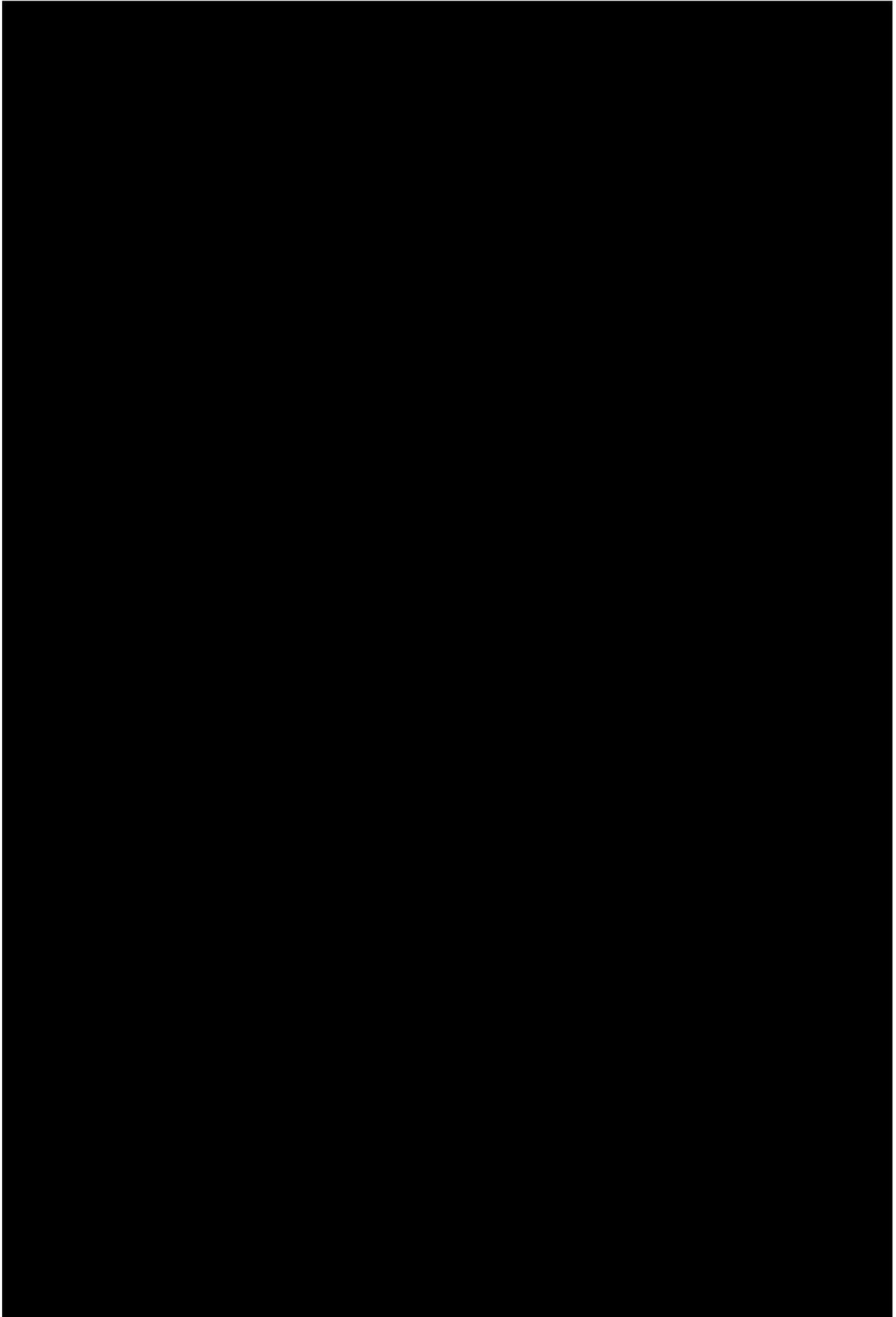
**SCHEDULE E6. --**

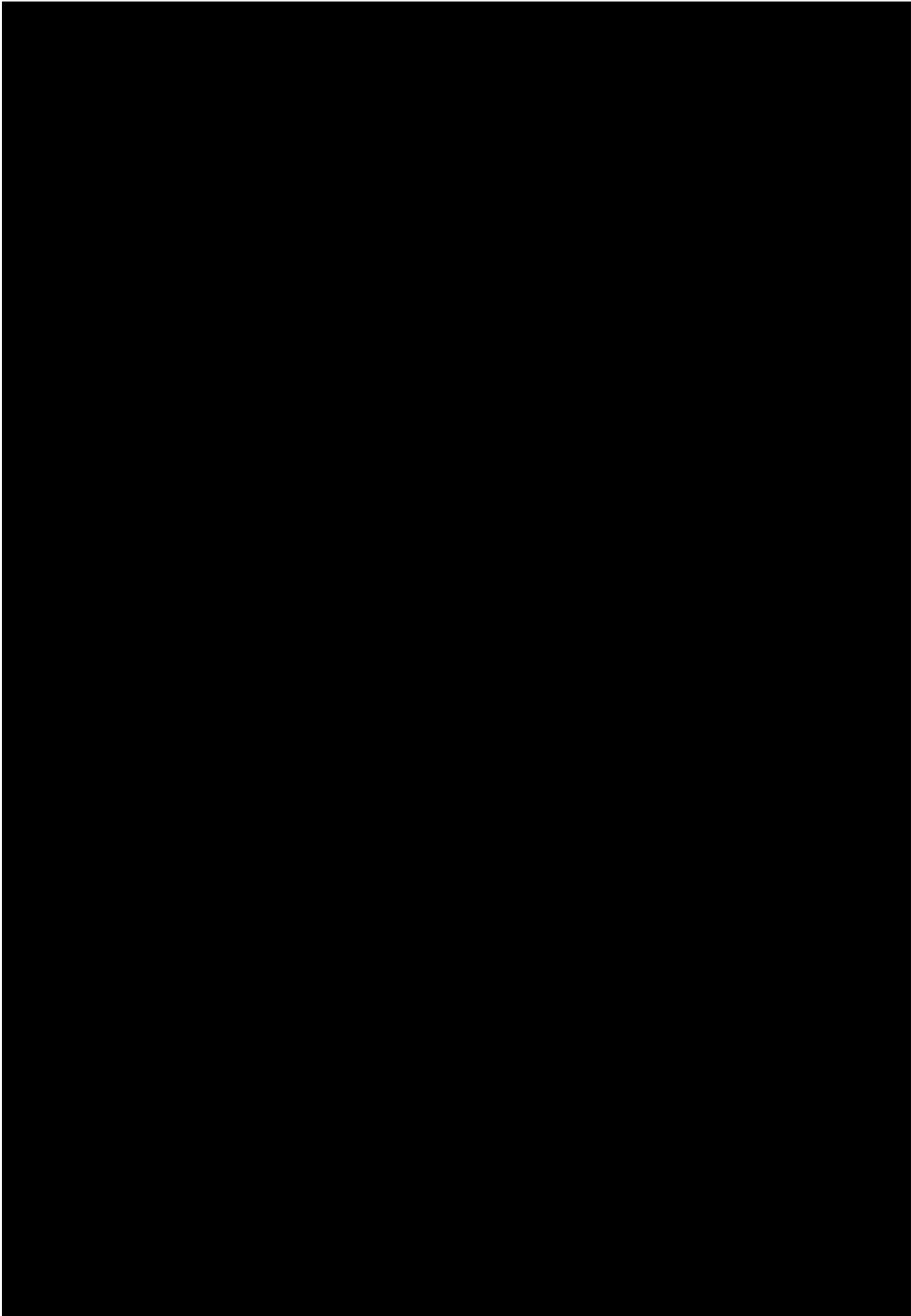


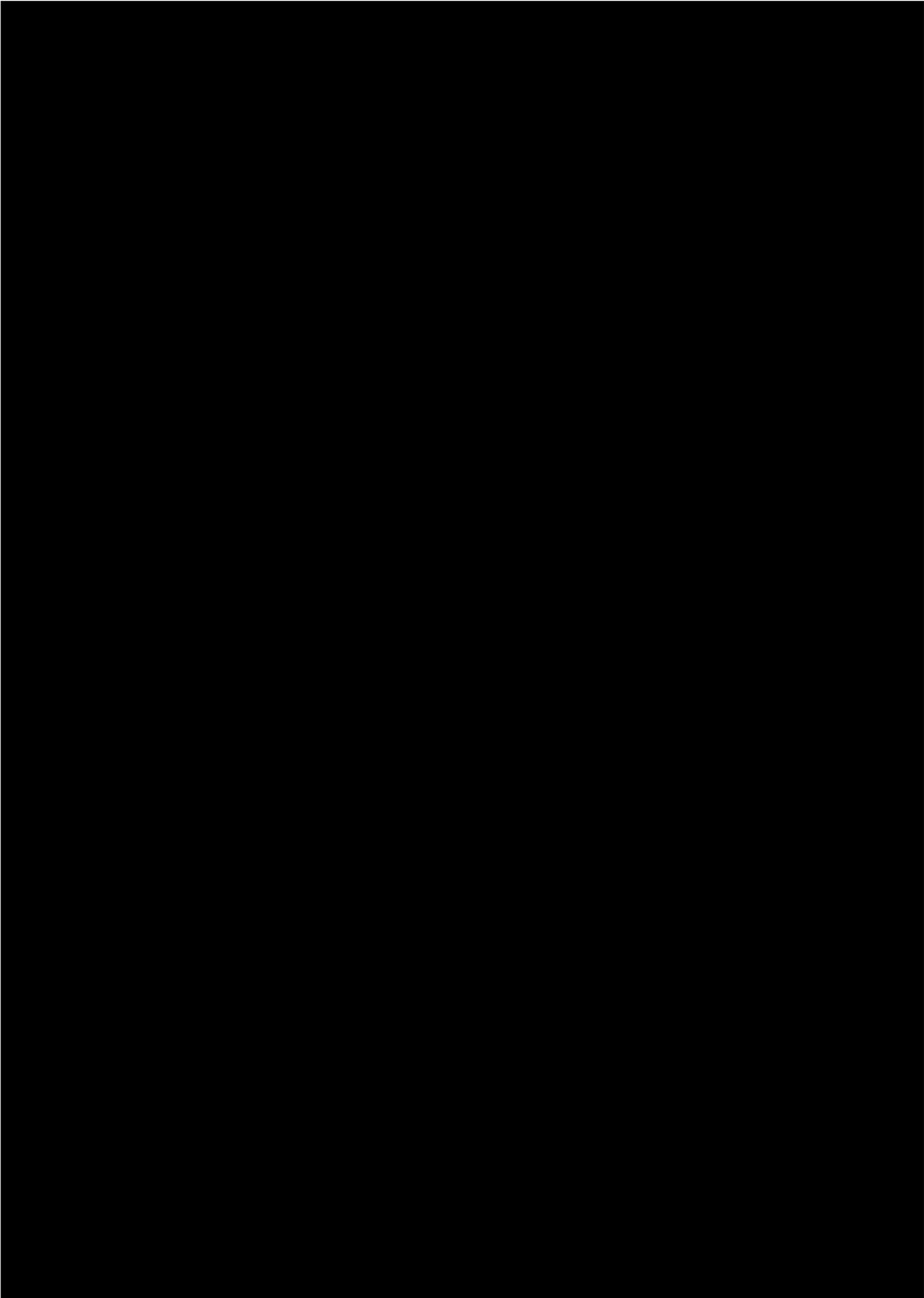
(Clause 3.2 and Schedule A2)

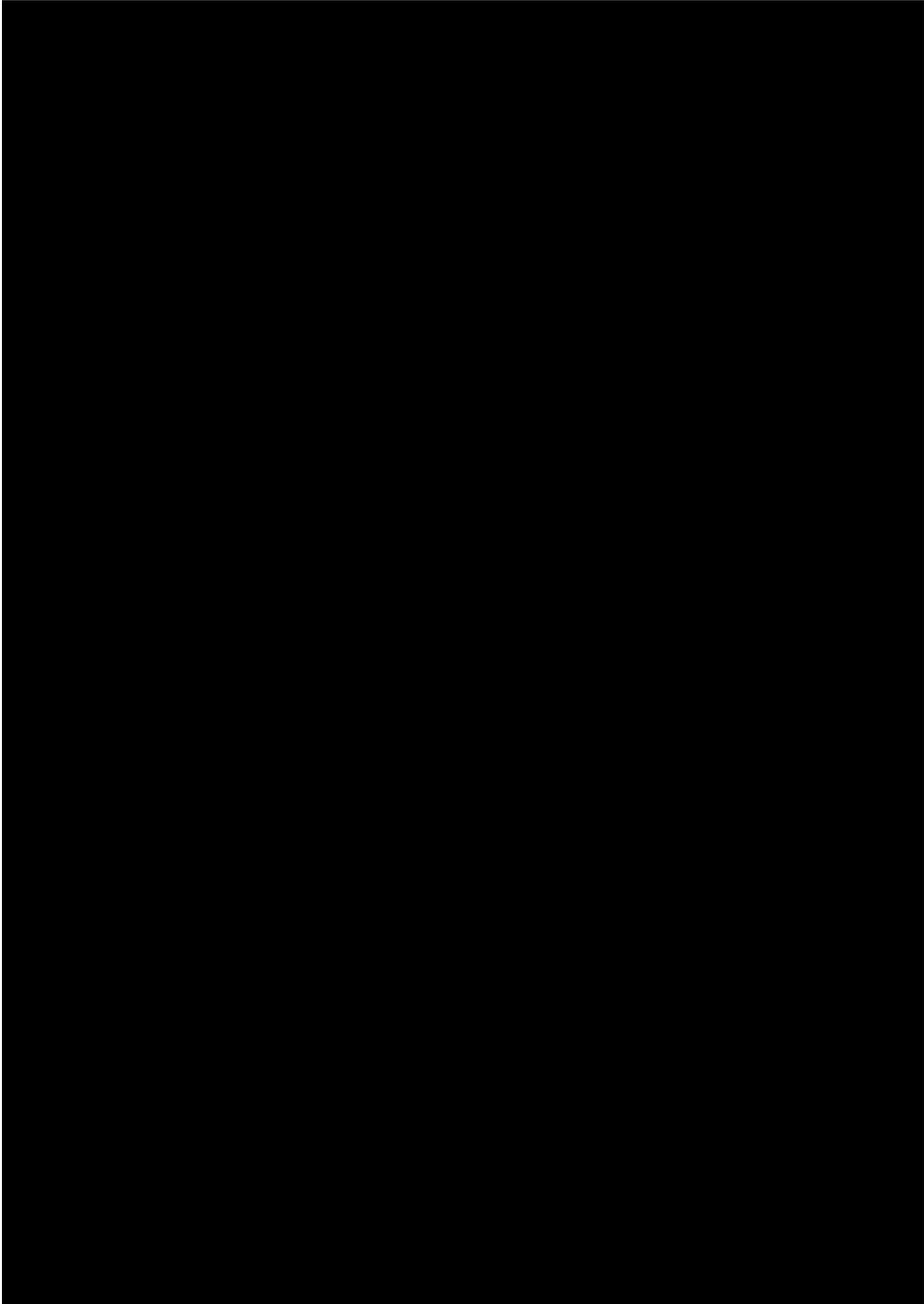


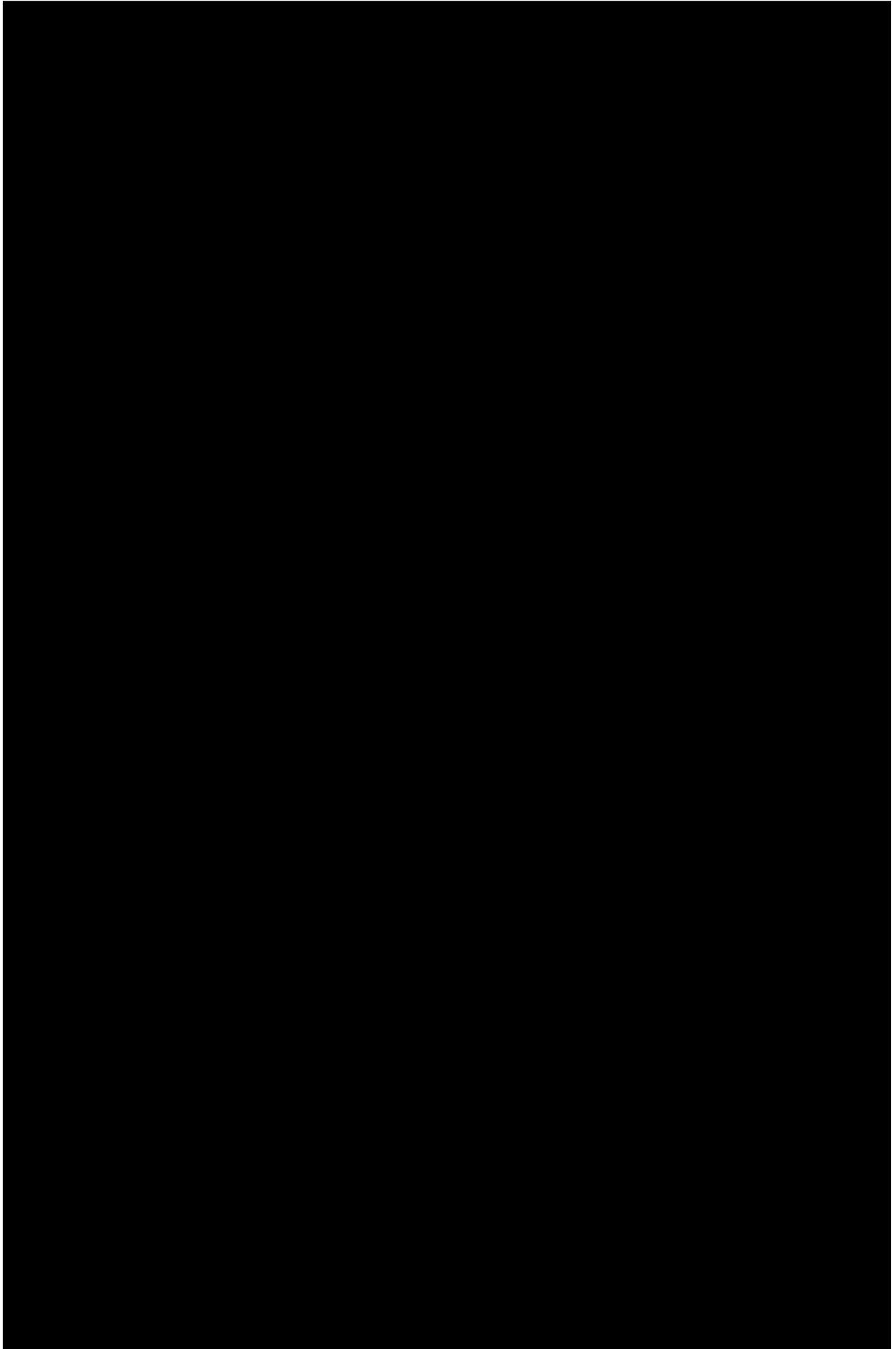


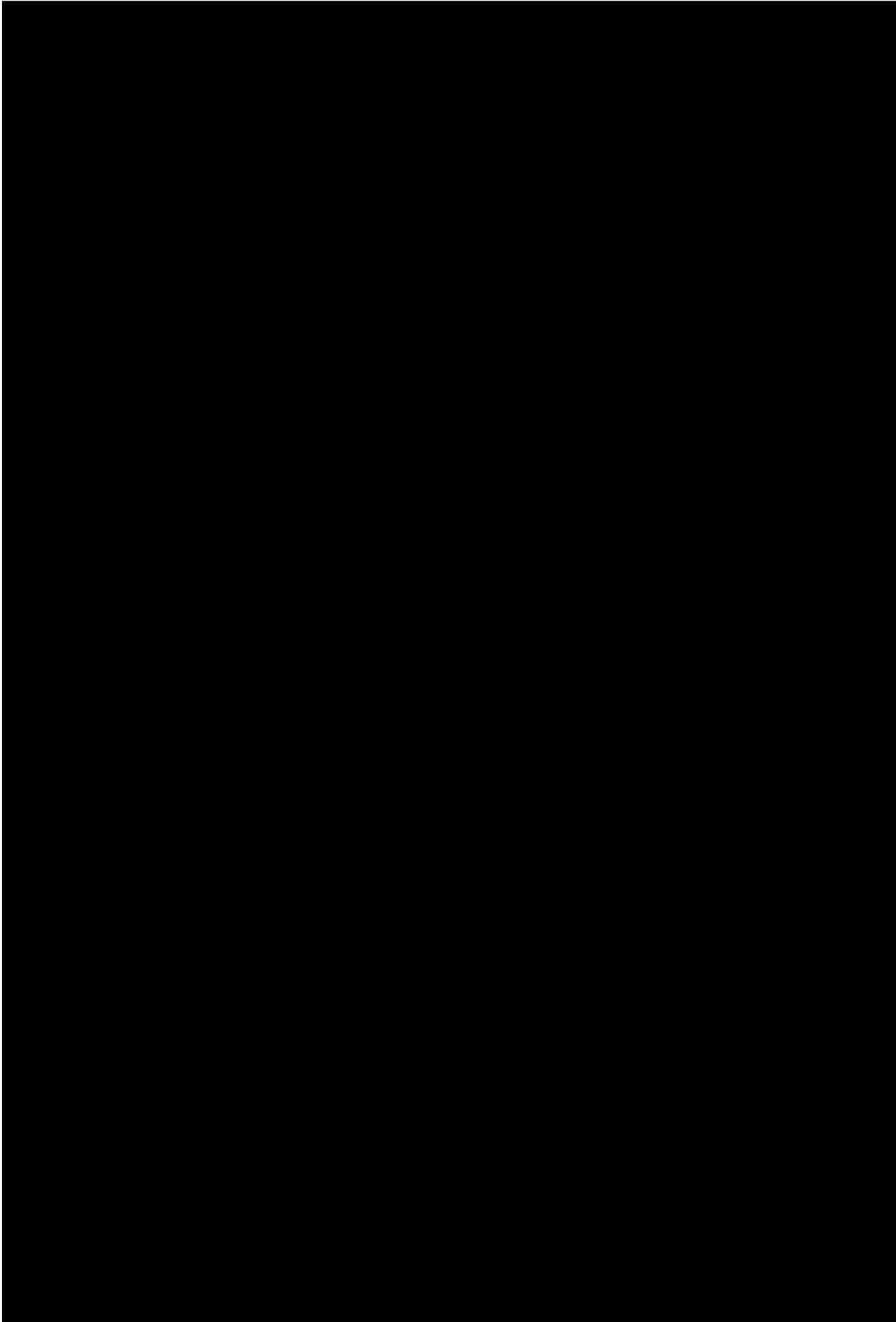


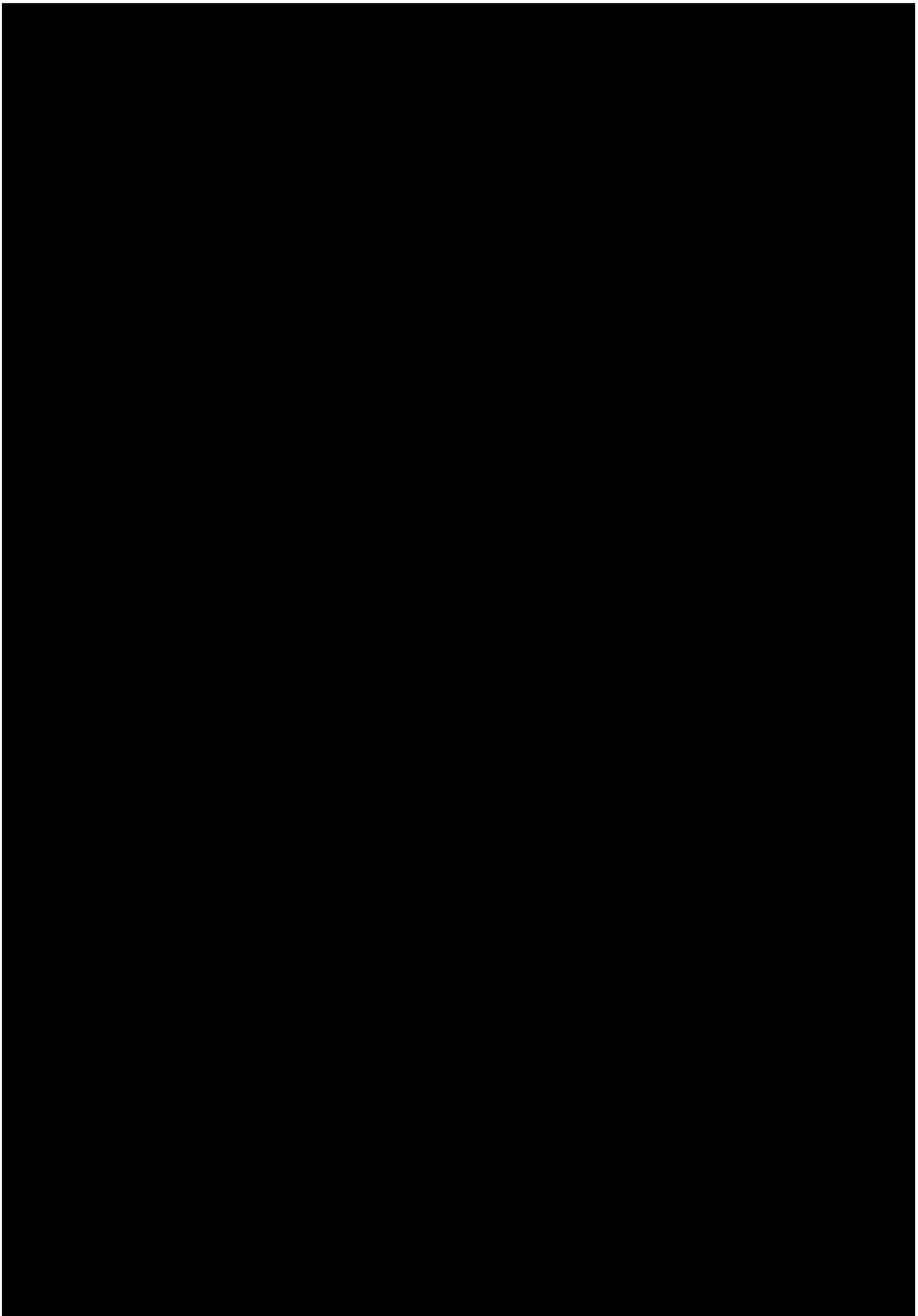




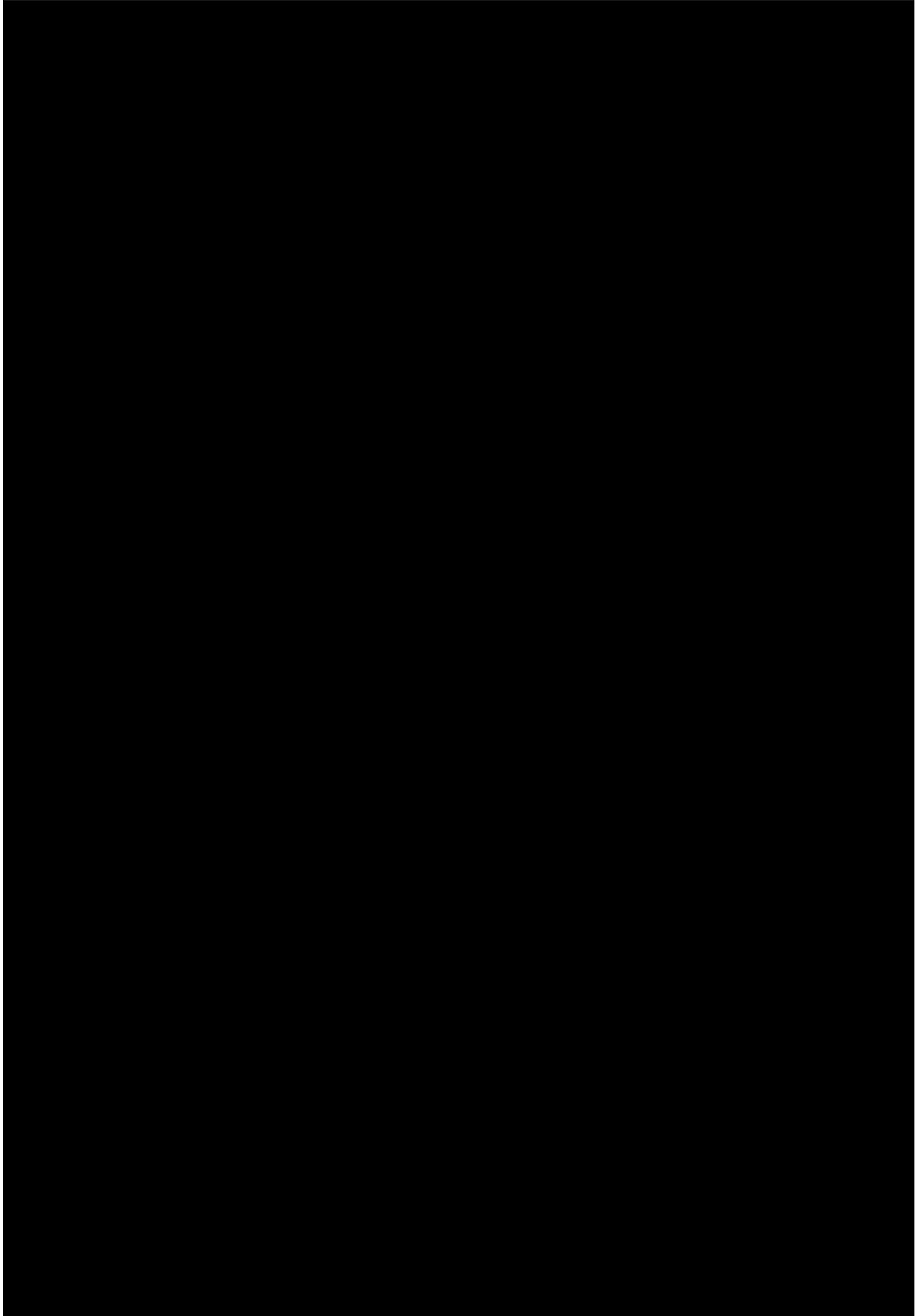


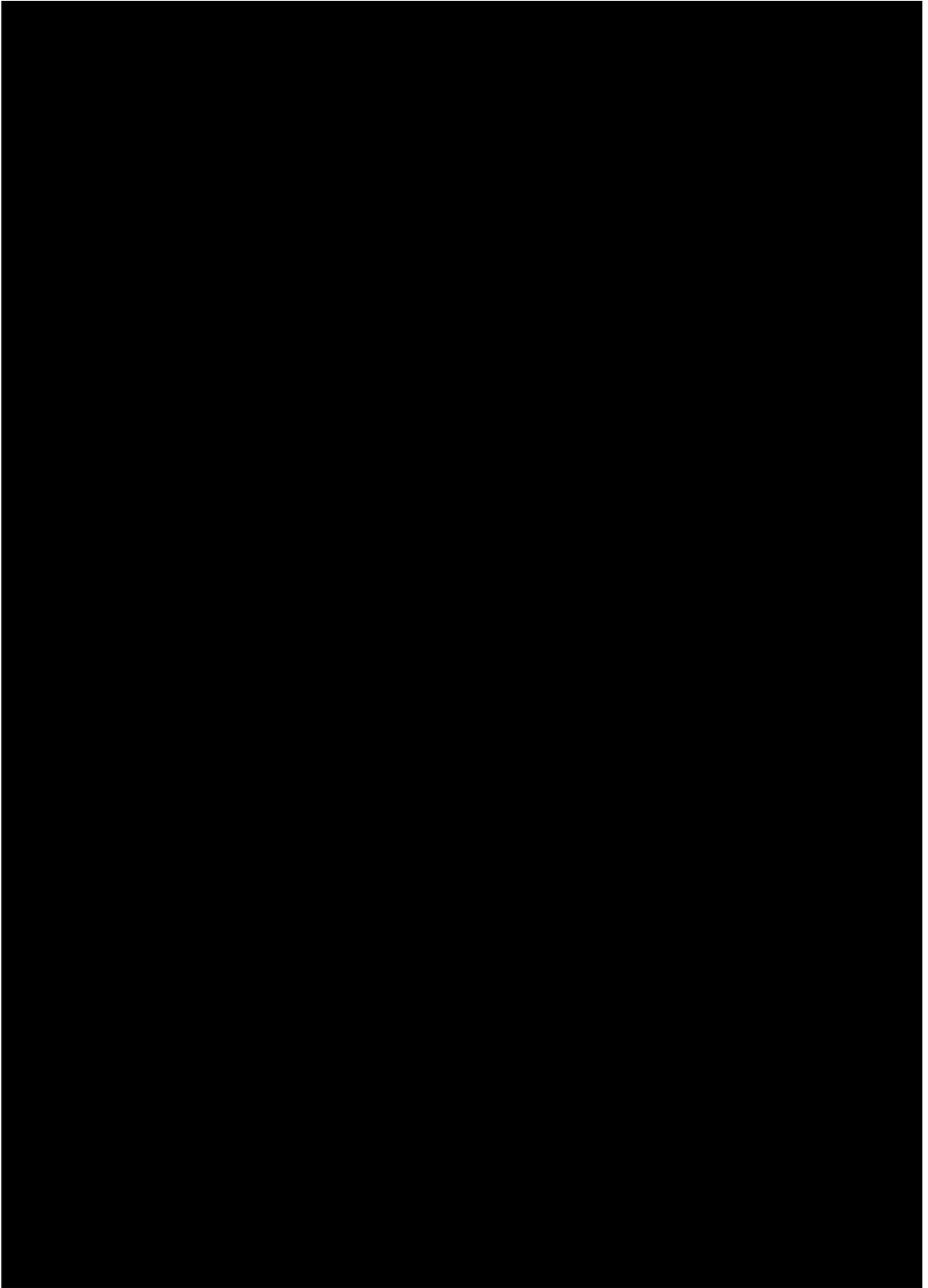






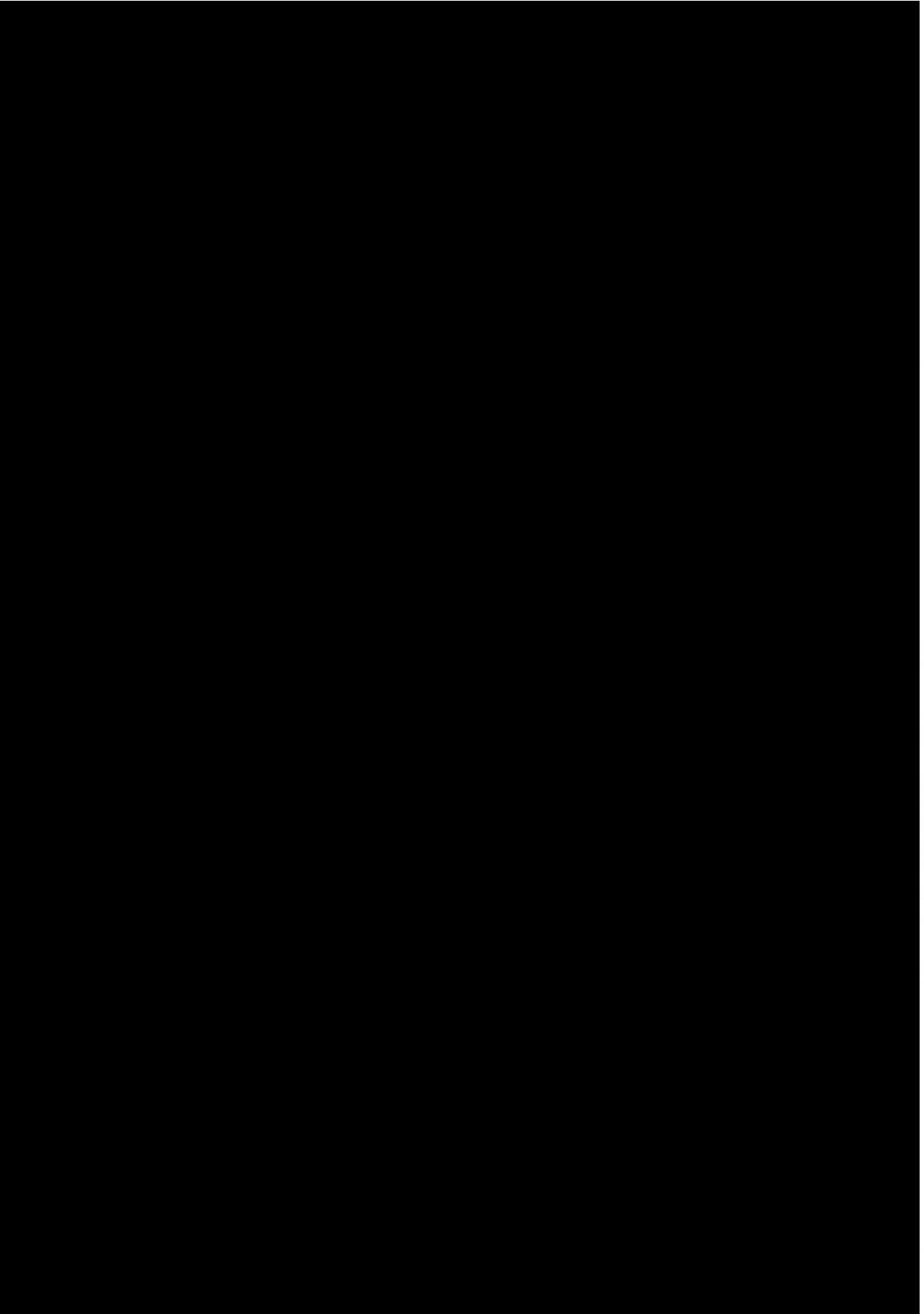








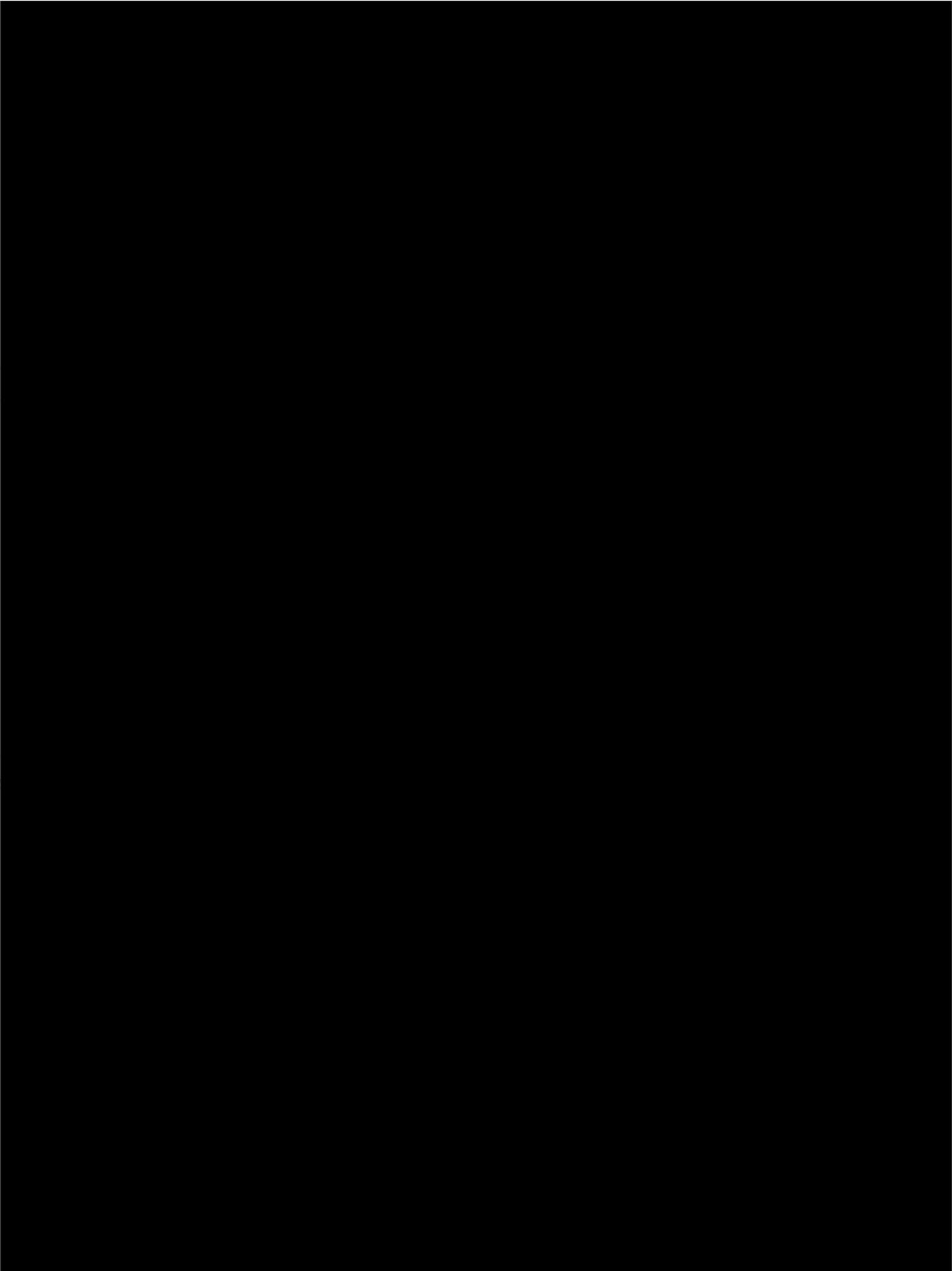
**APPENDIX B**

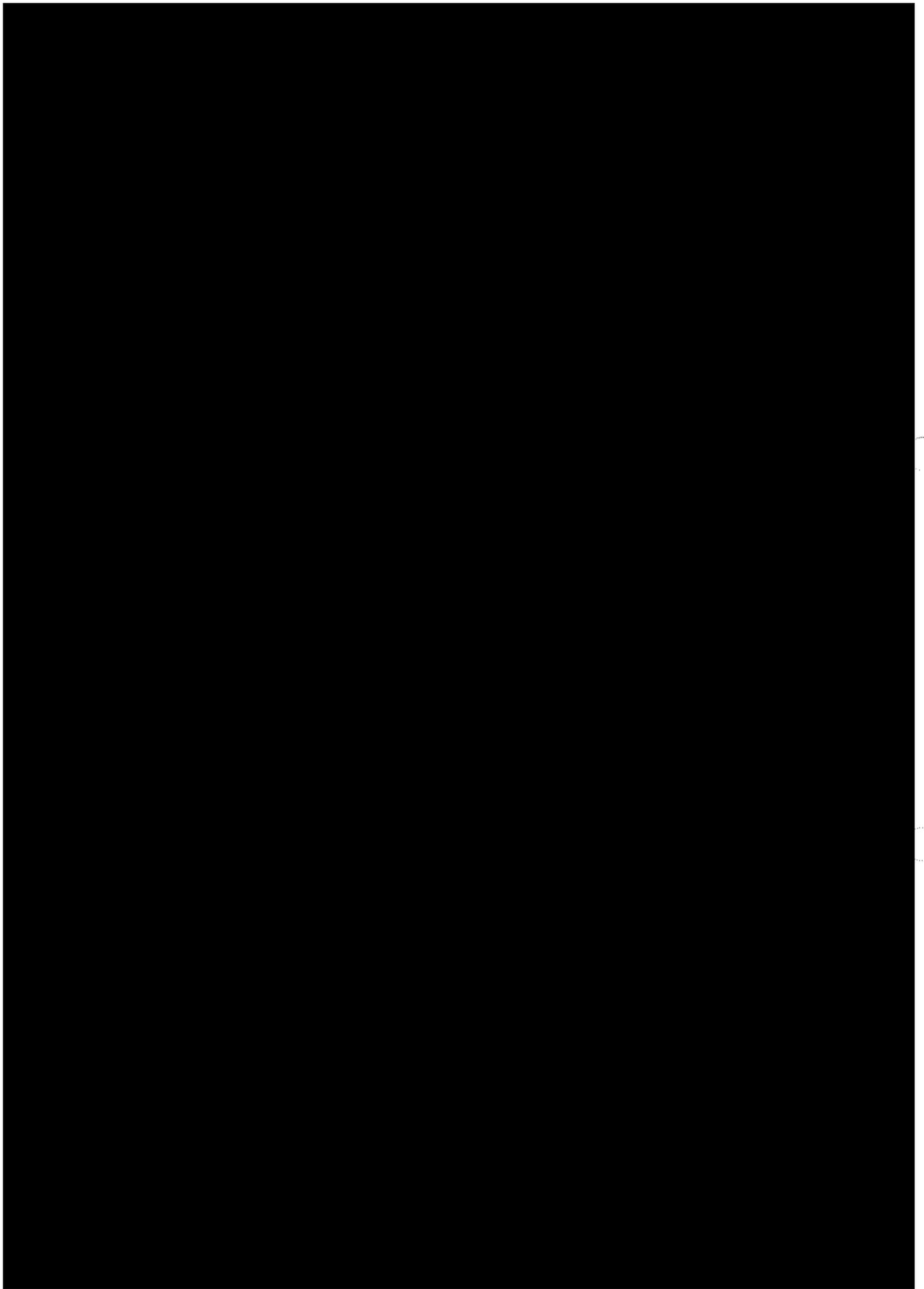


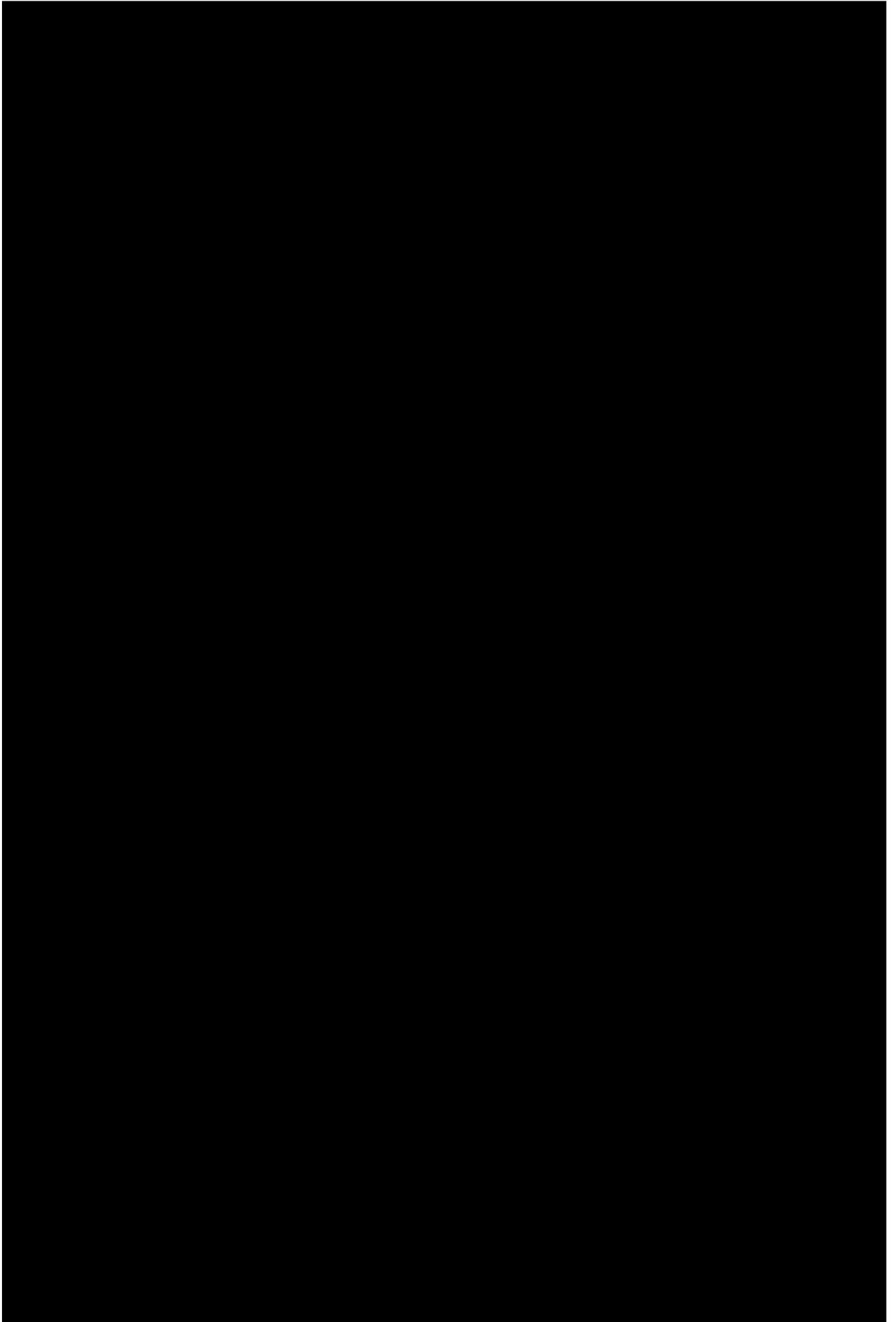
**SCHEDULE E7. -**

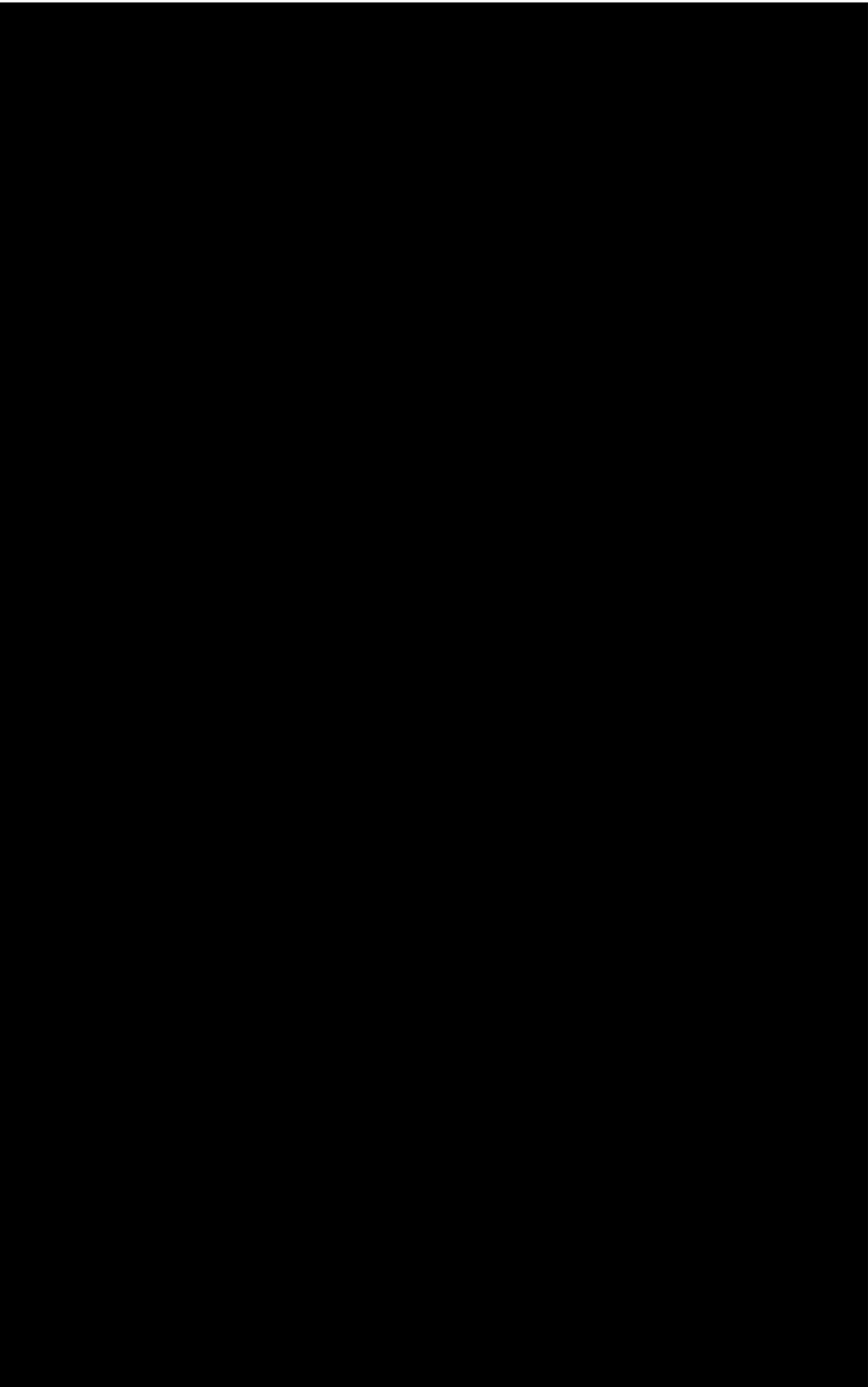


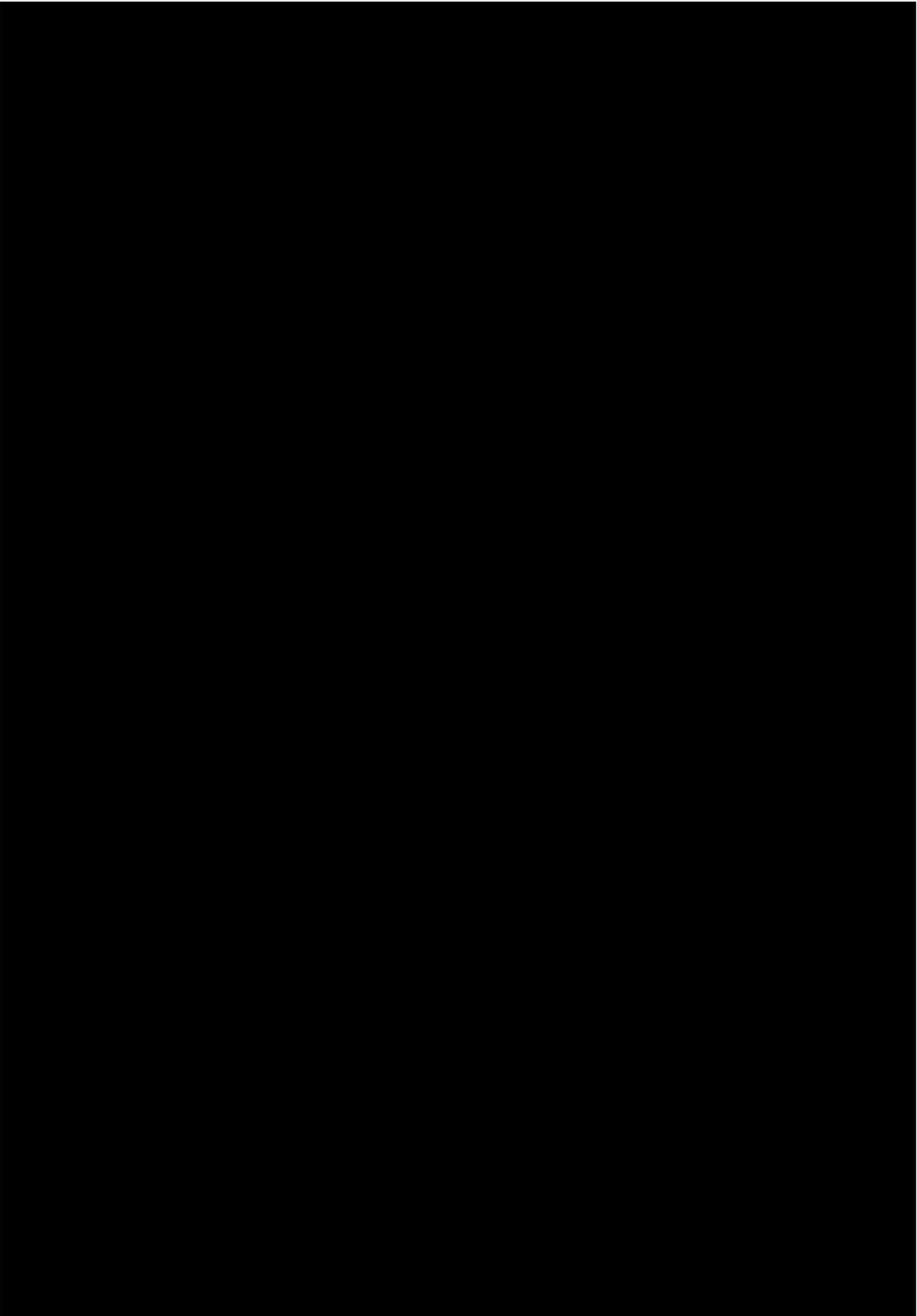
(Clause 3.2 and Schedule A2)

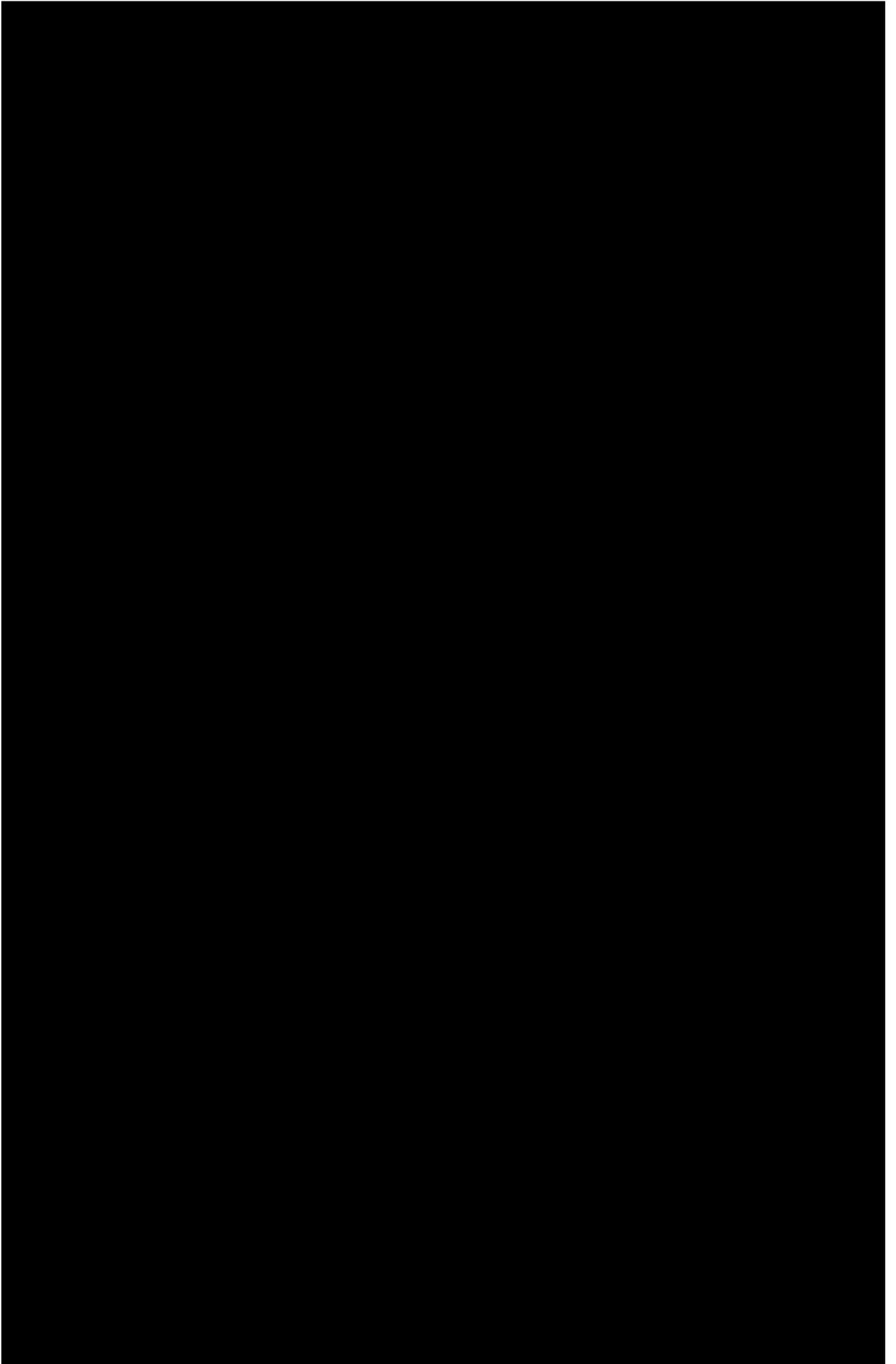


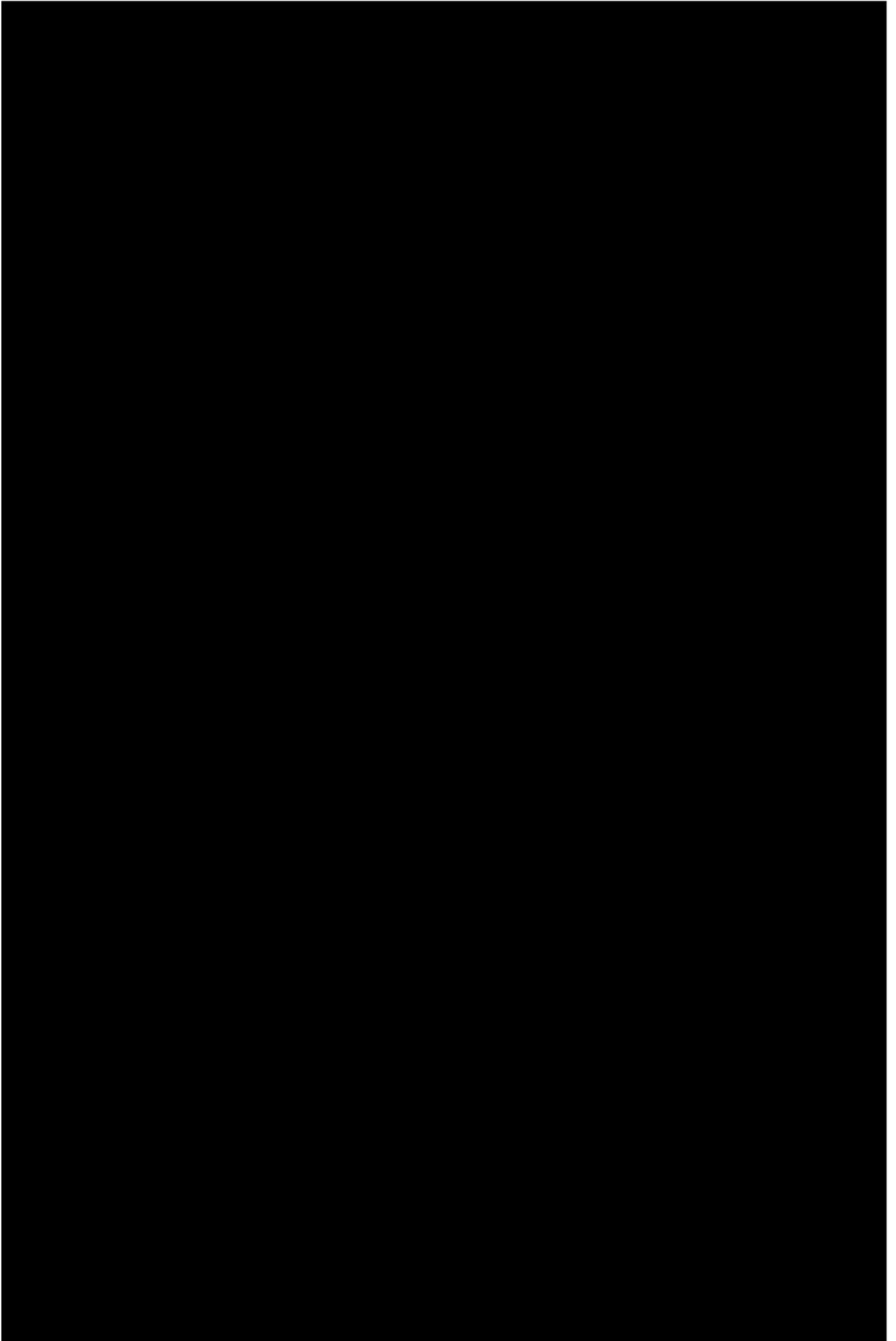


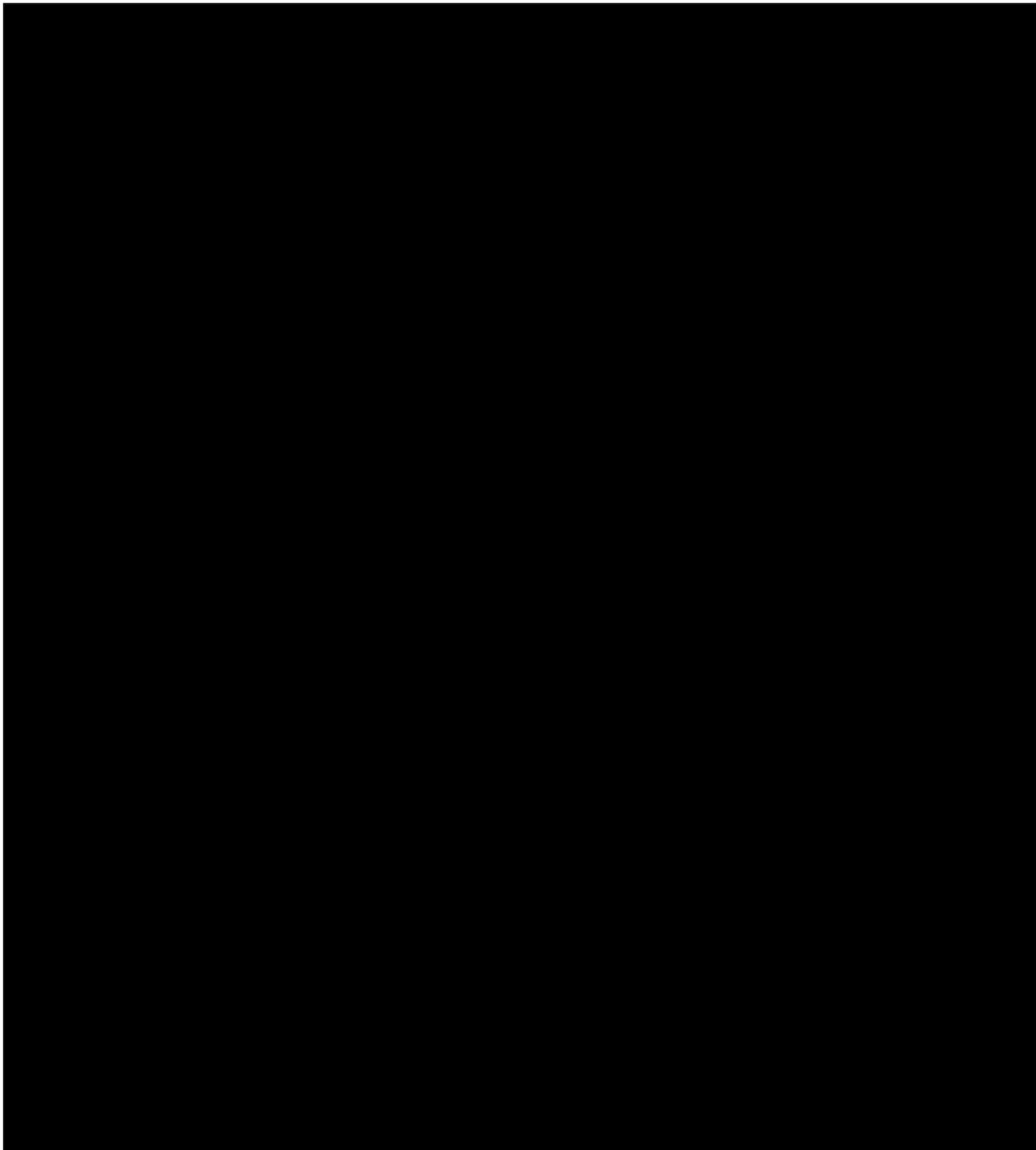


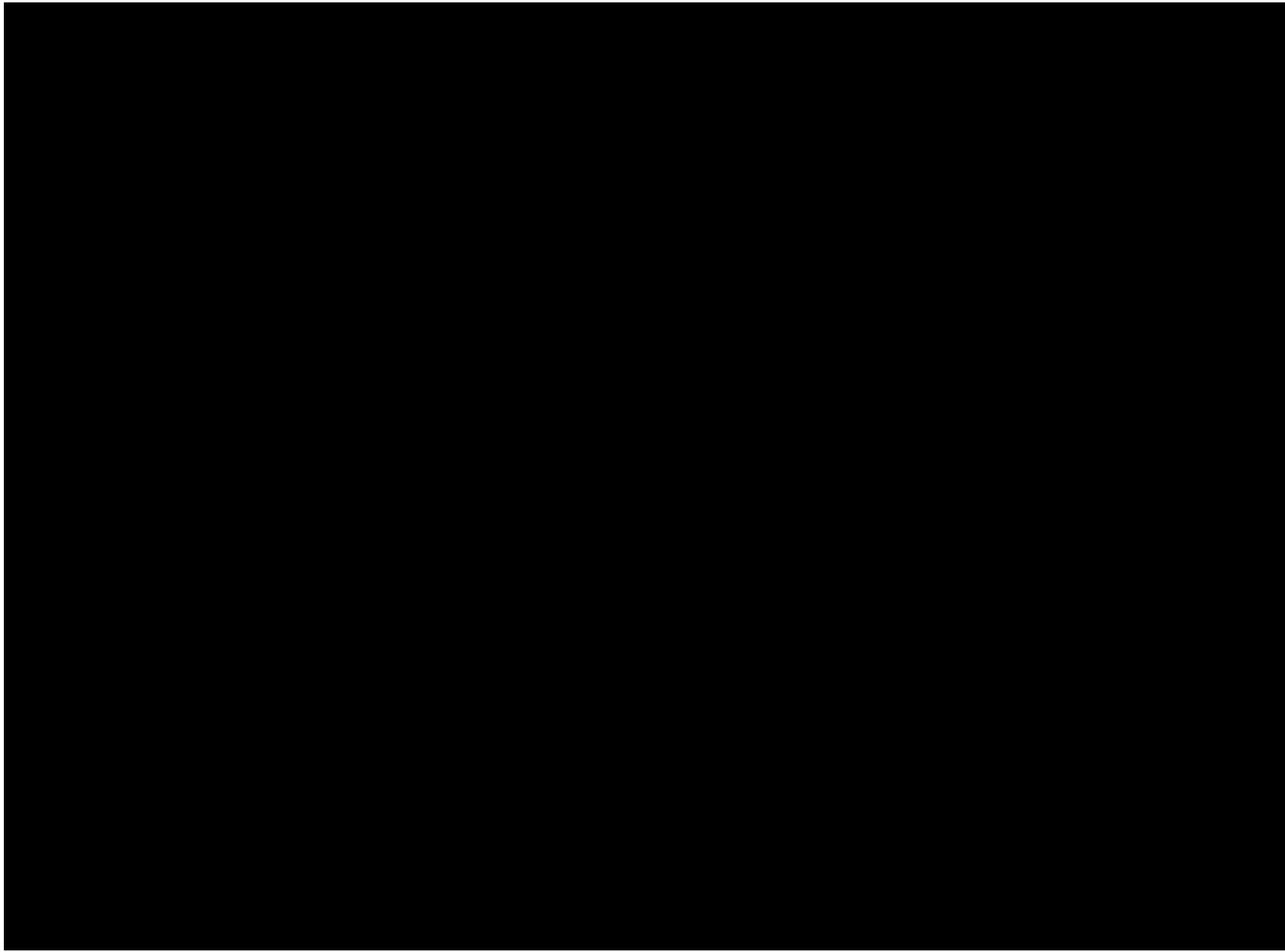


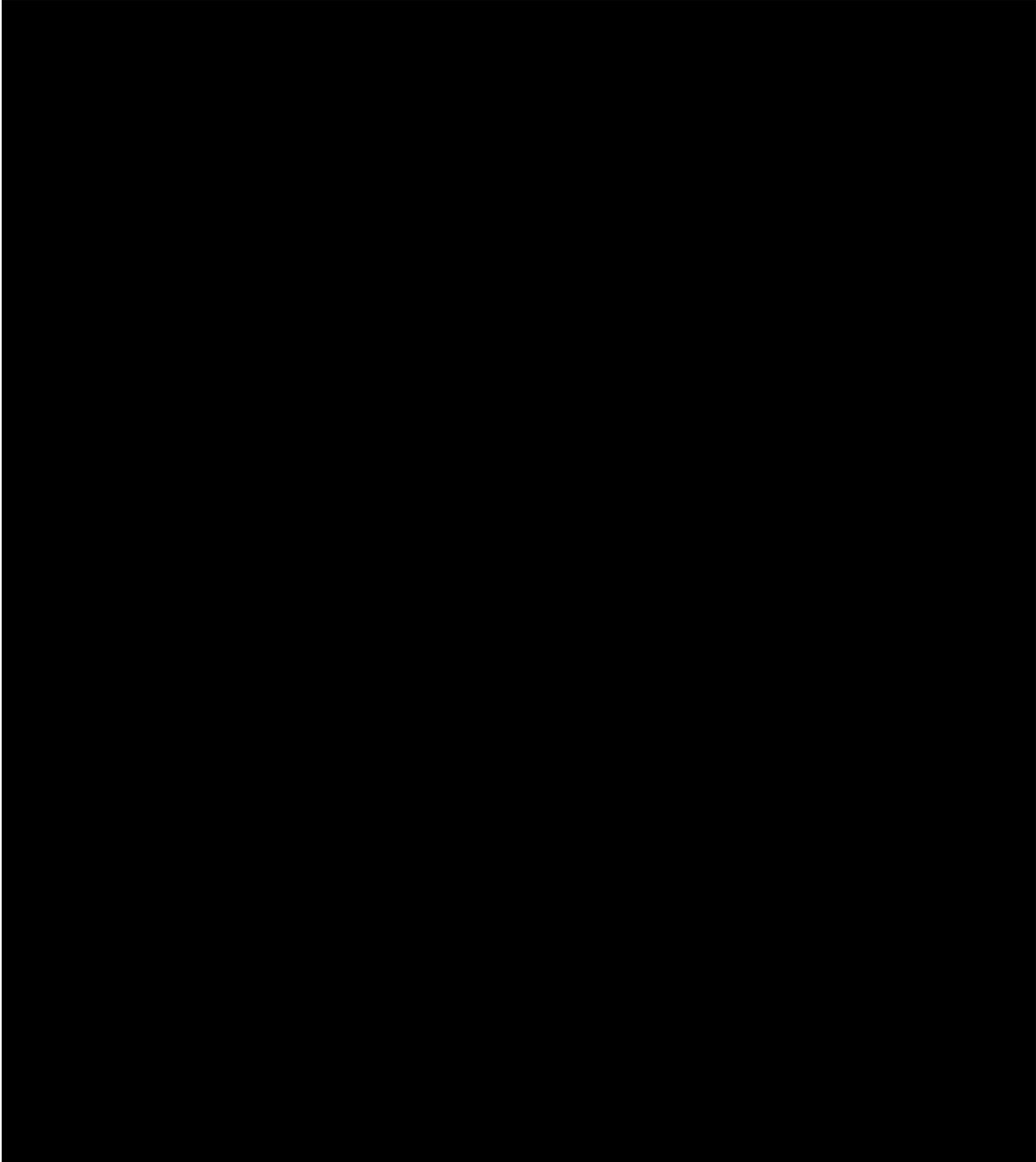




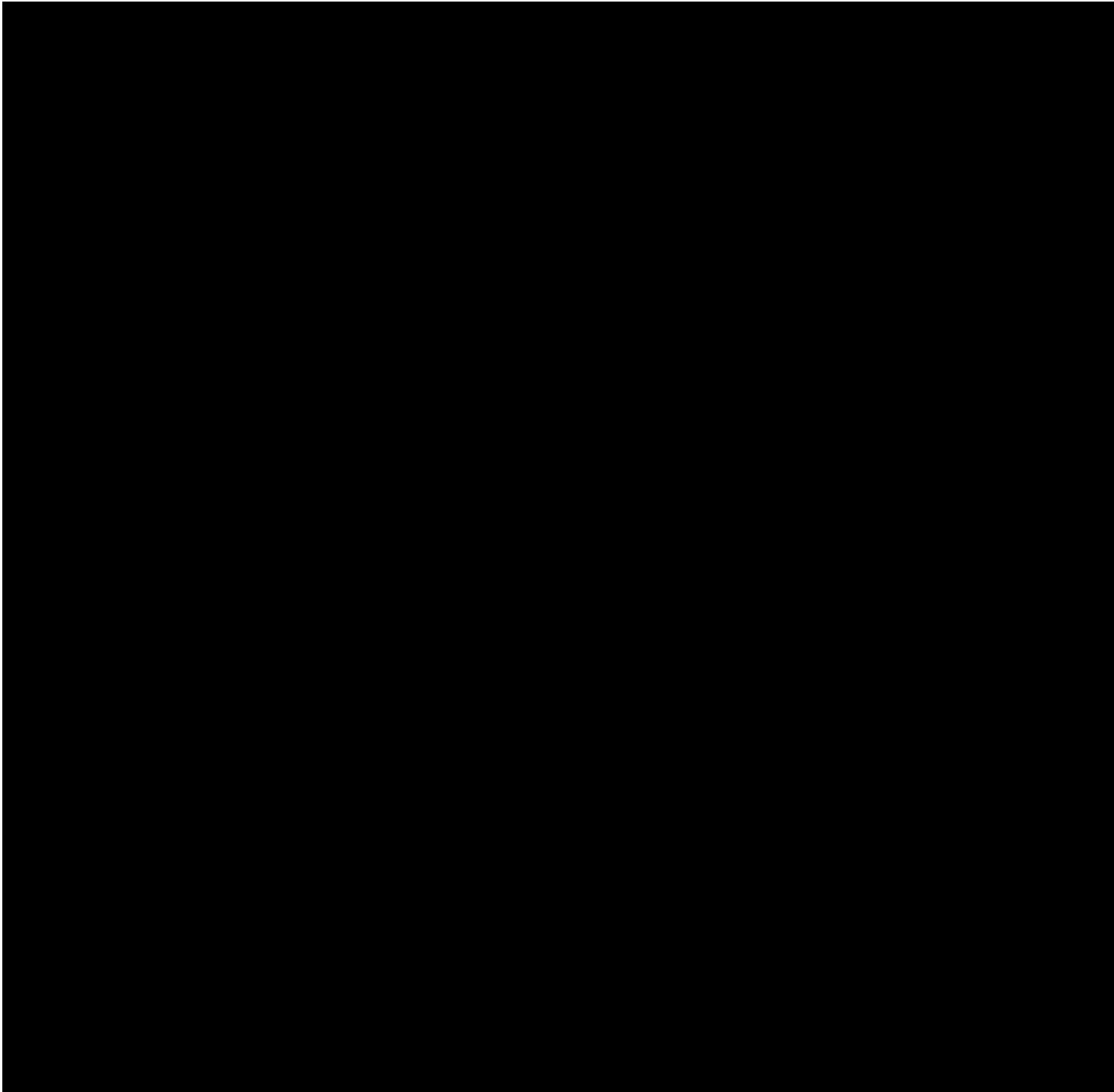






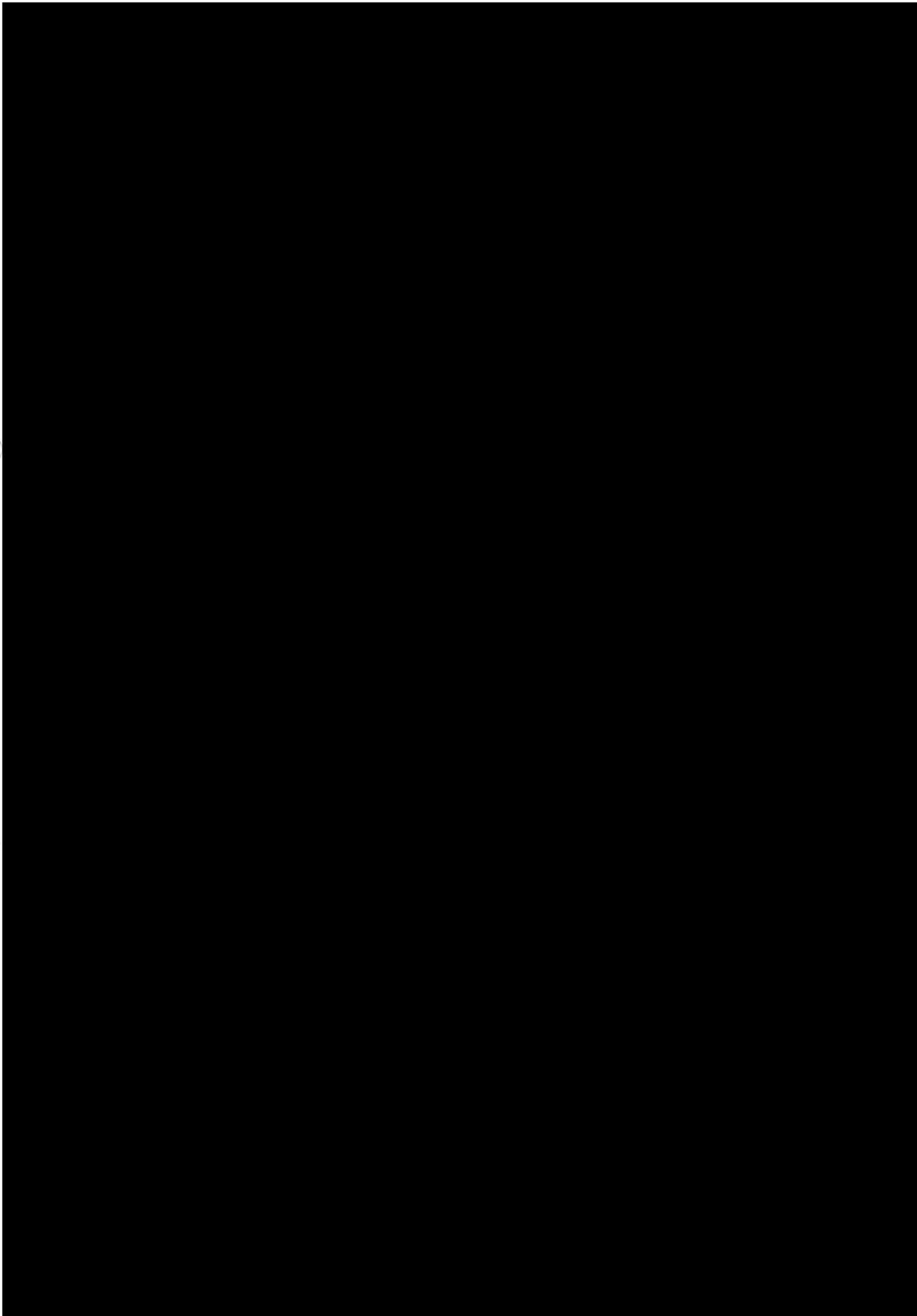


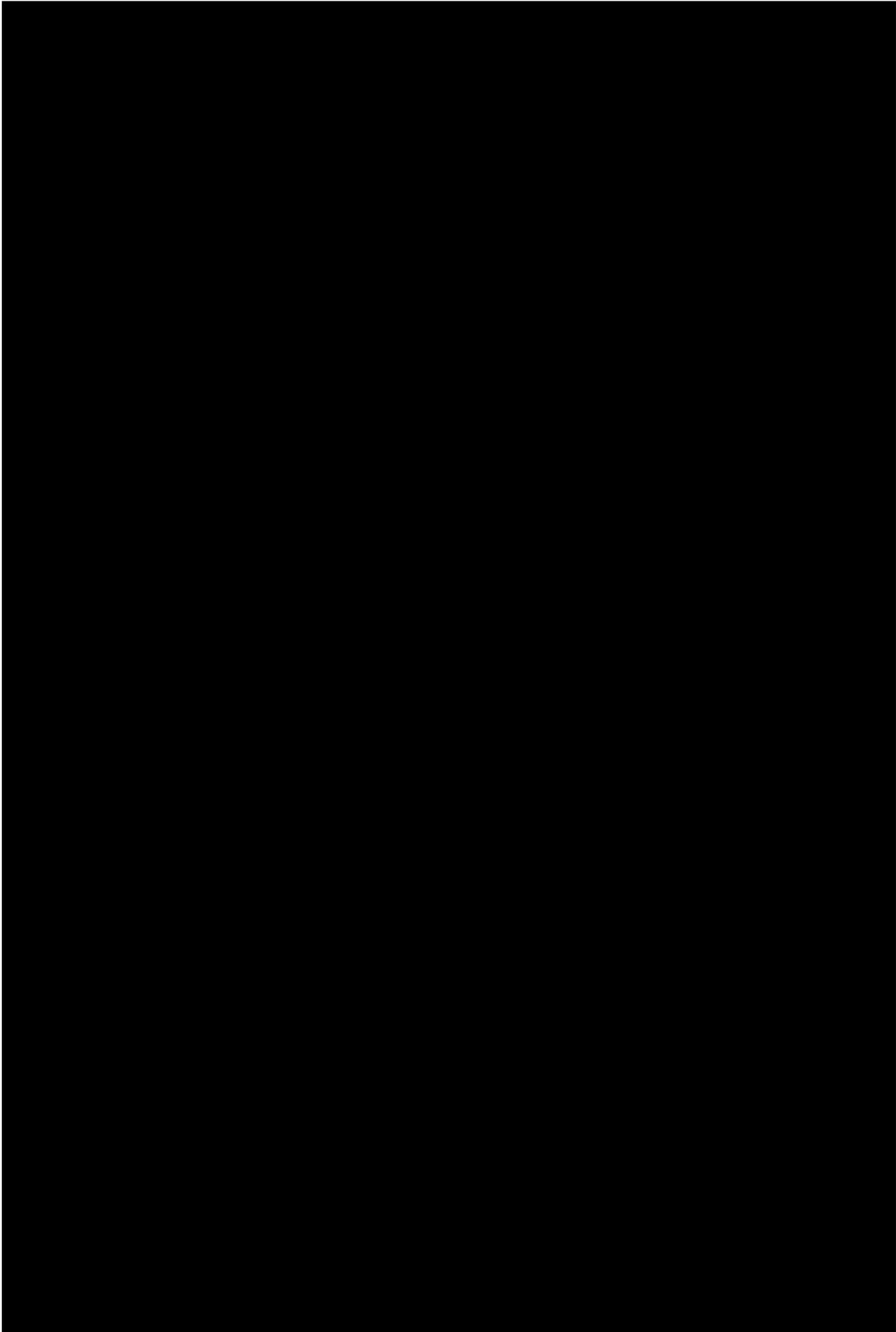


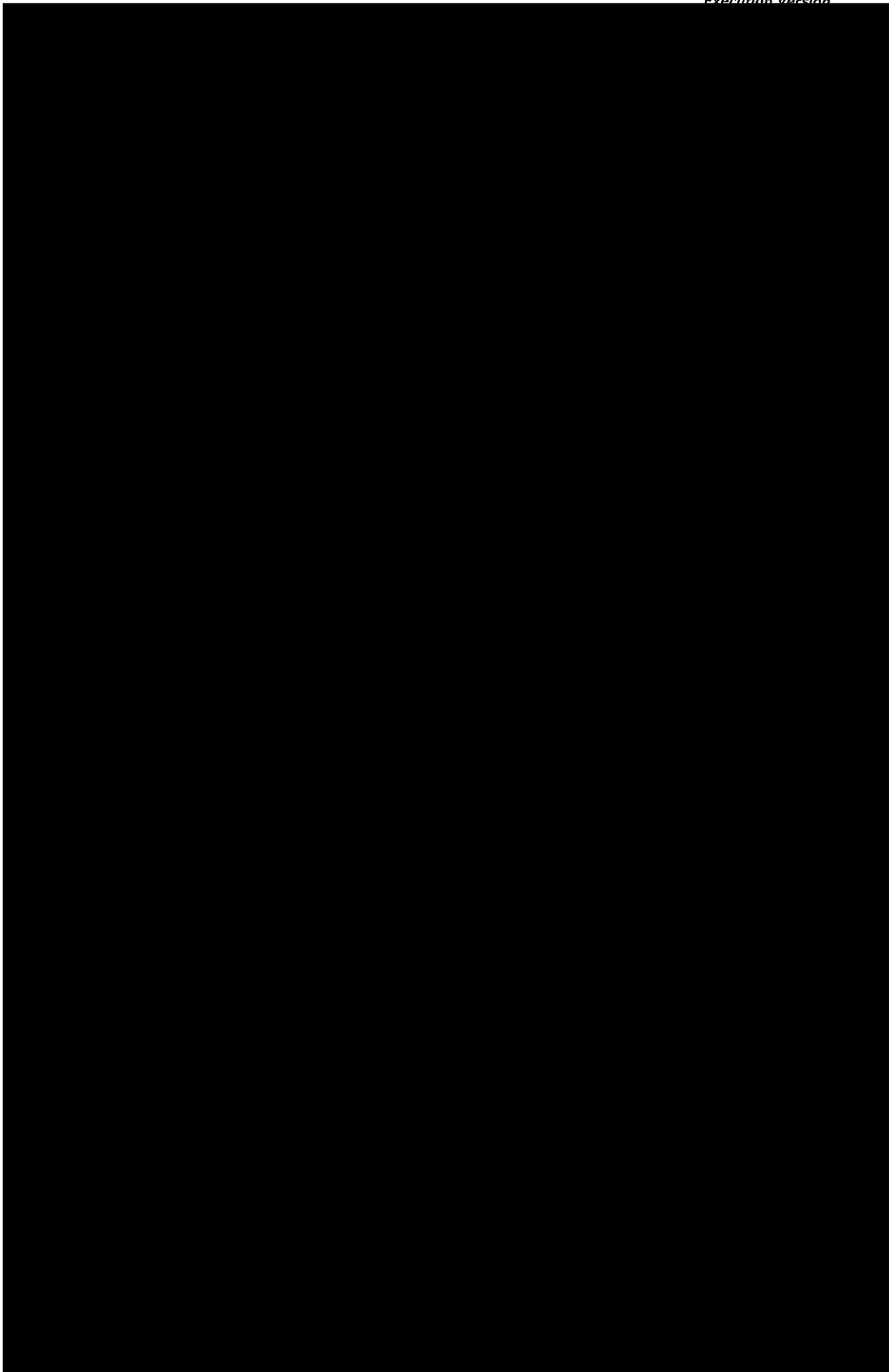


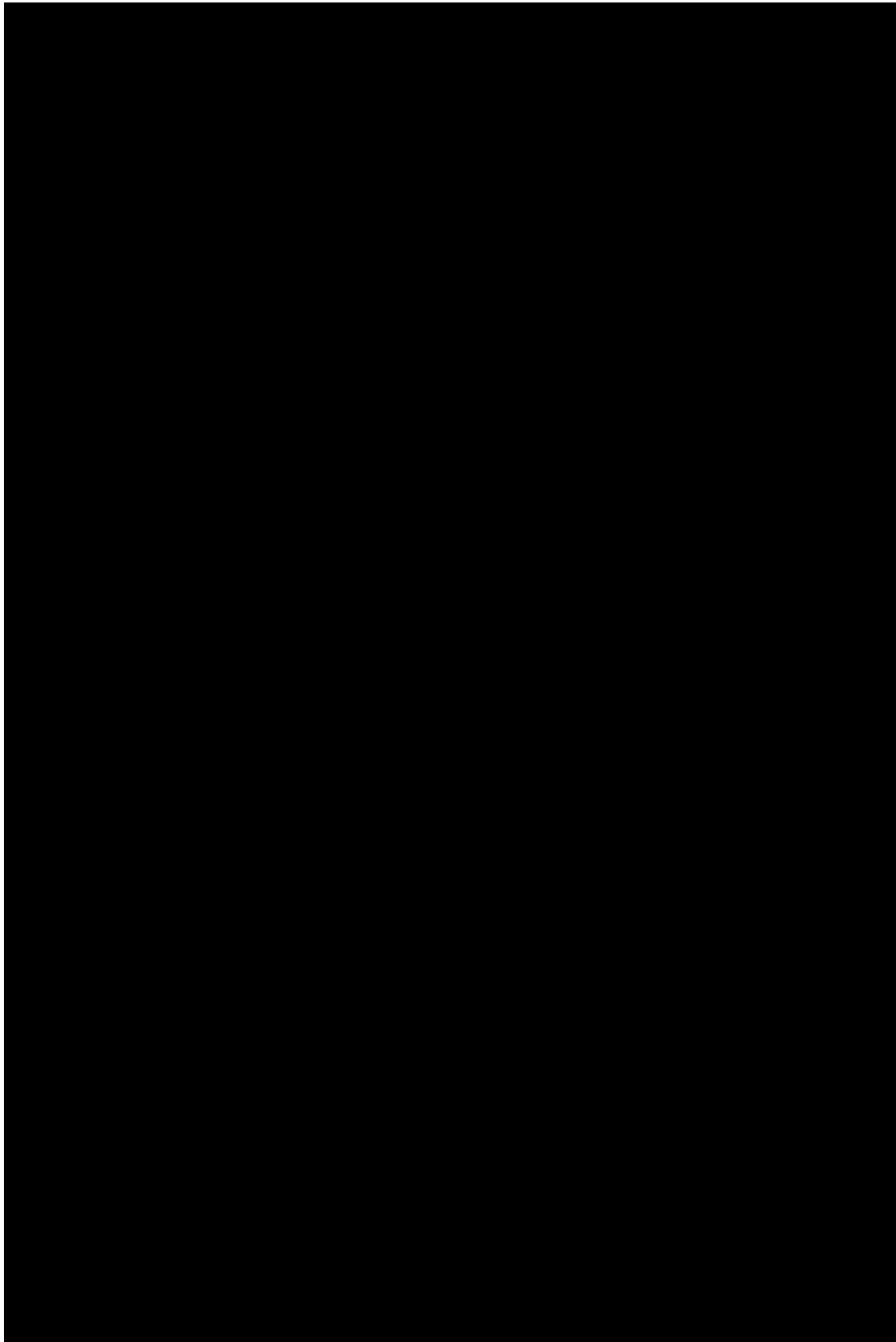
**SCHEDULE E8. – FORM OF FINANCIER'S SIDE DEED**

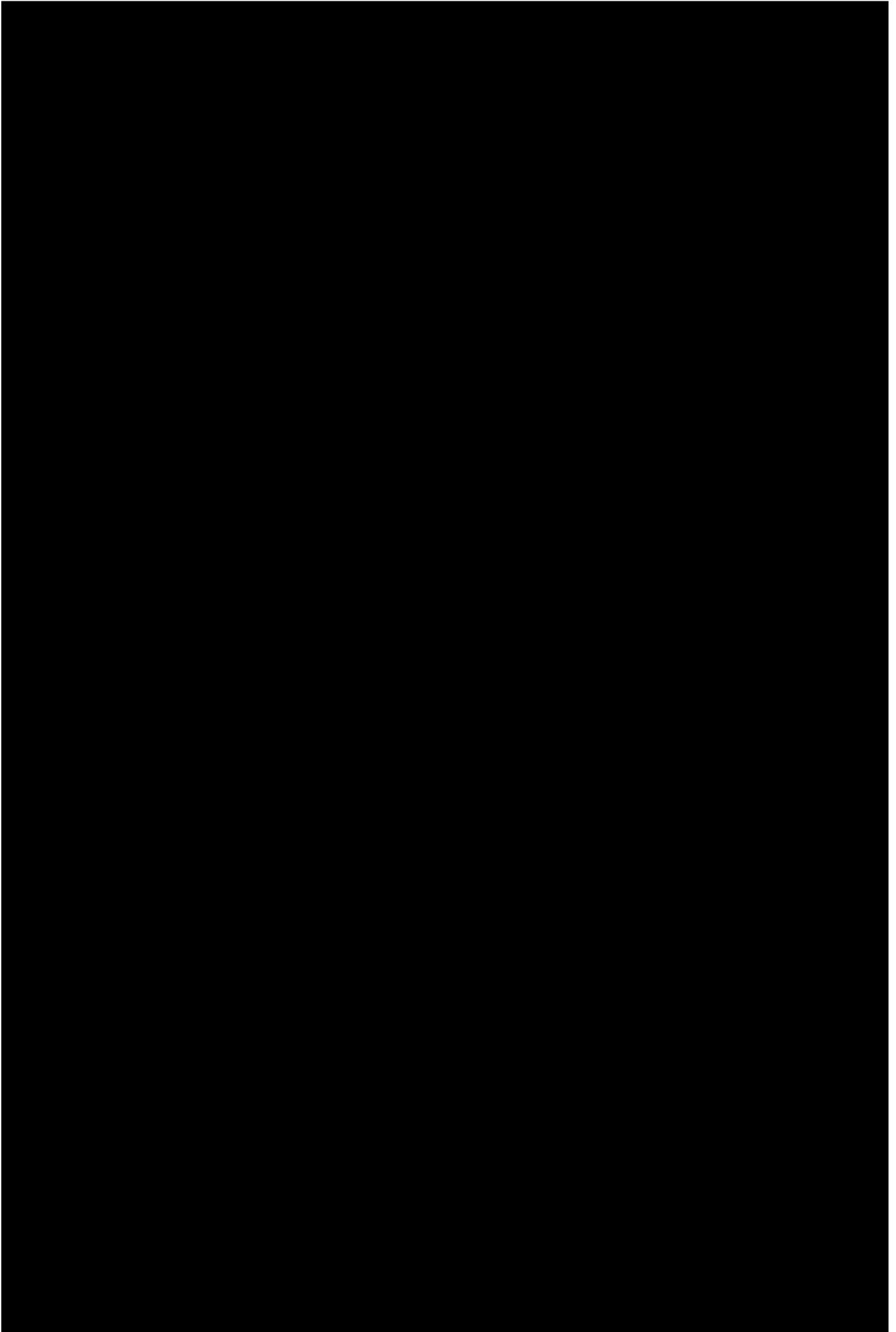
(Clause 35 and Schedule A2)

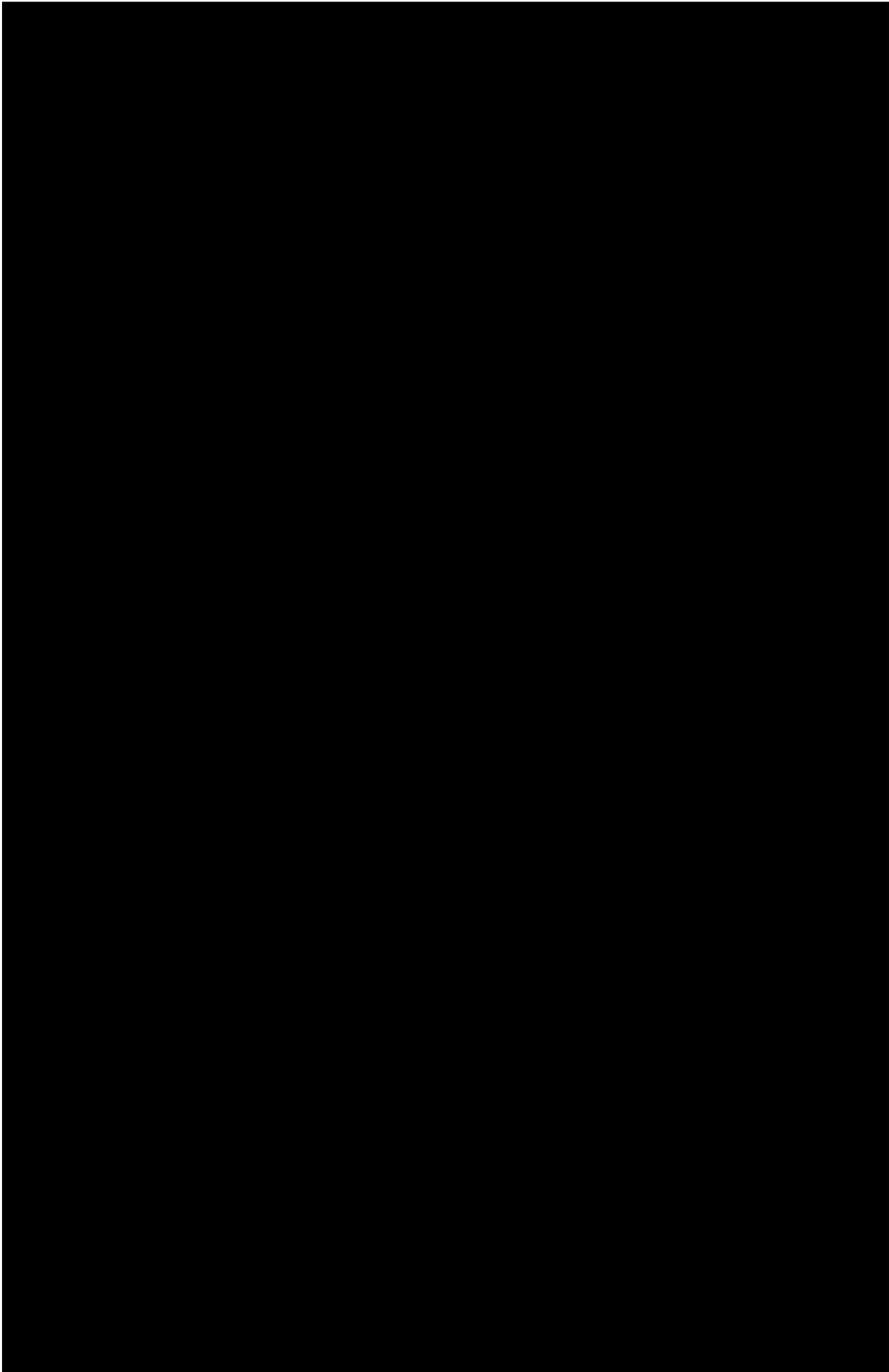


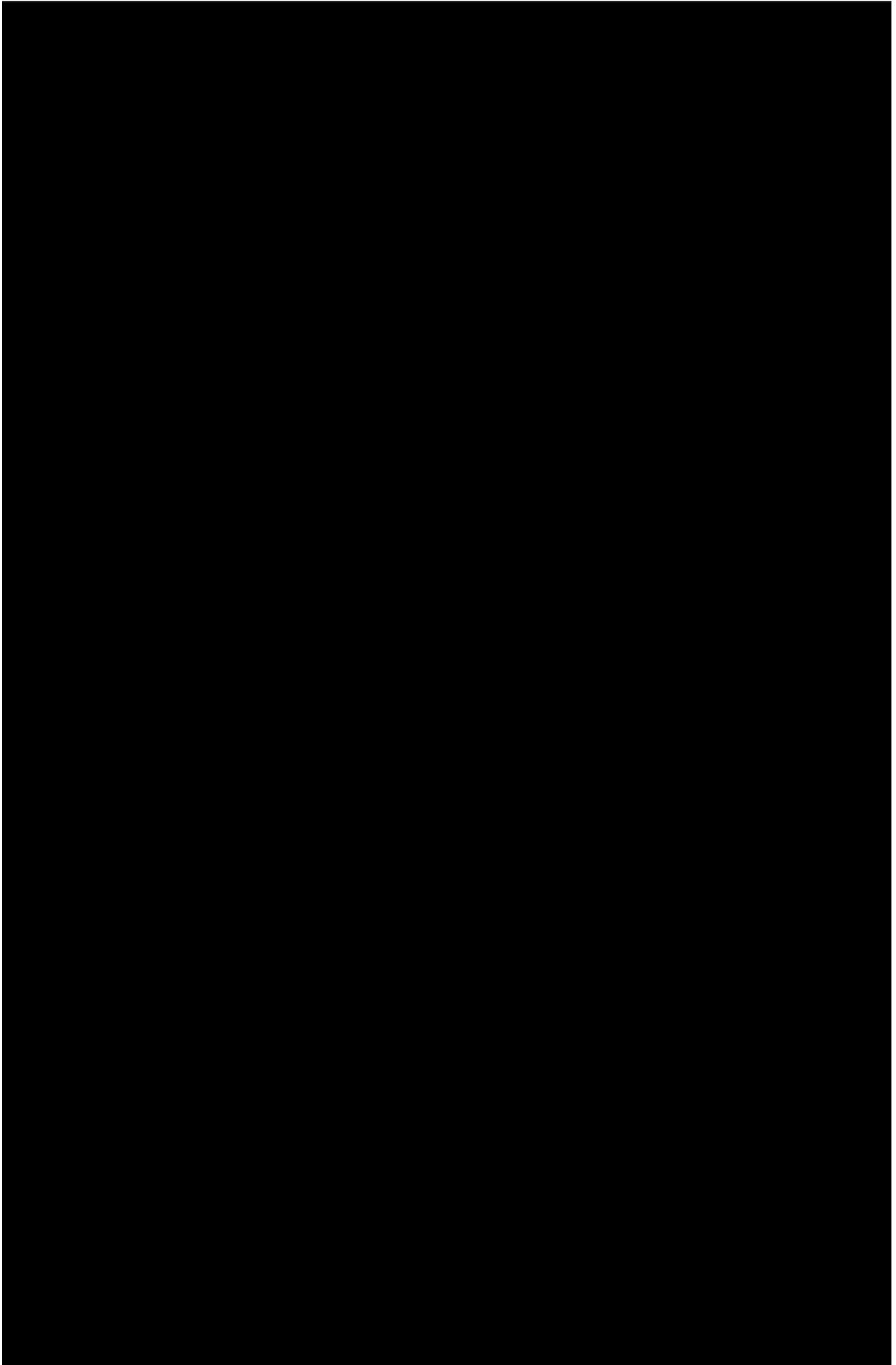


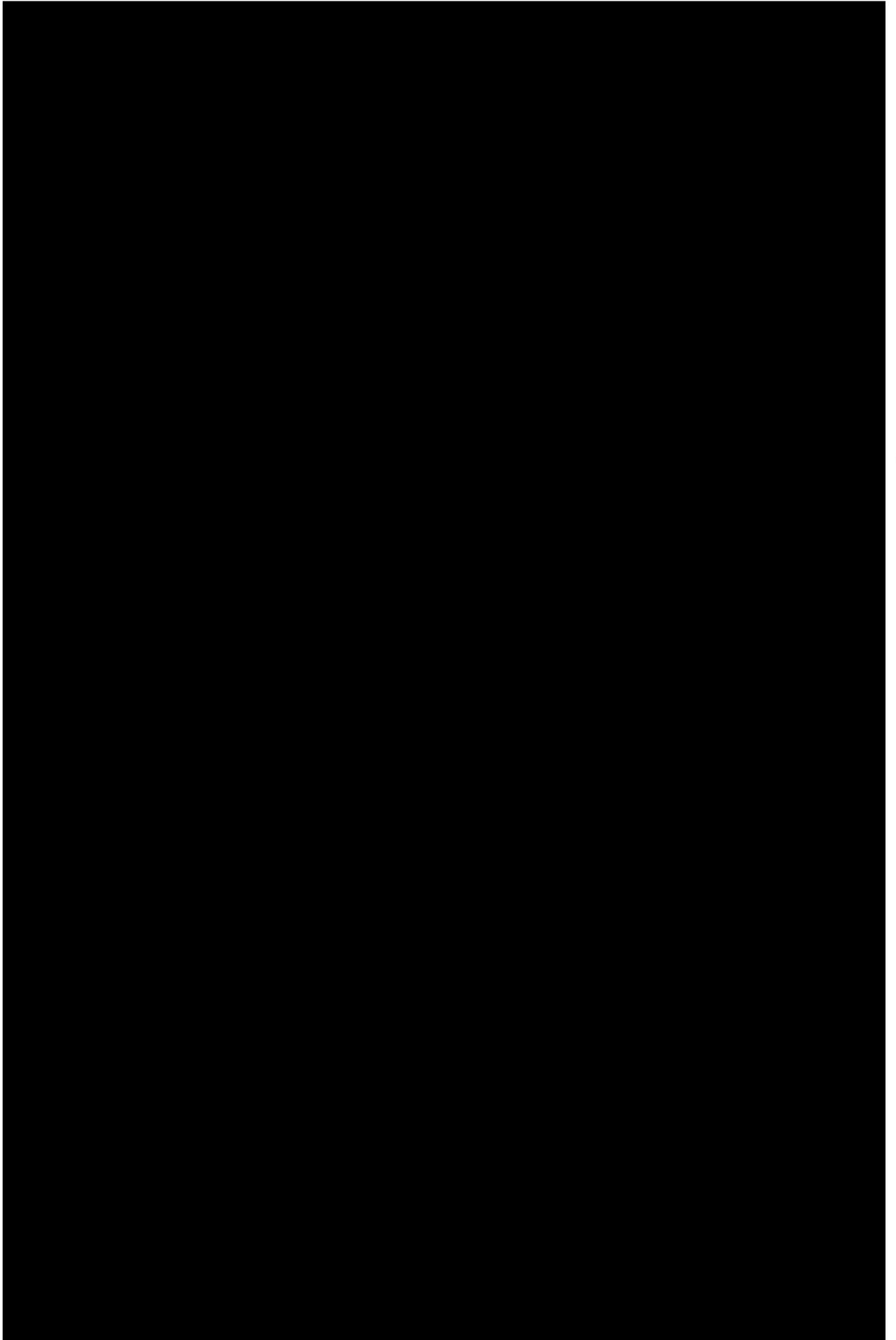


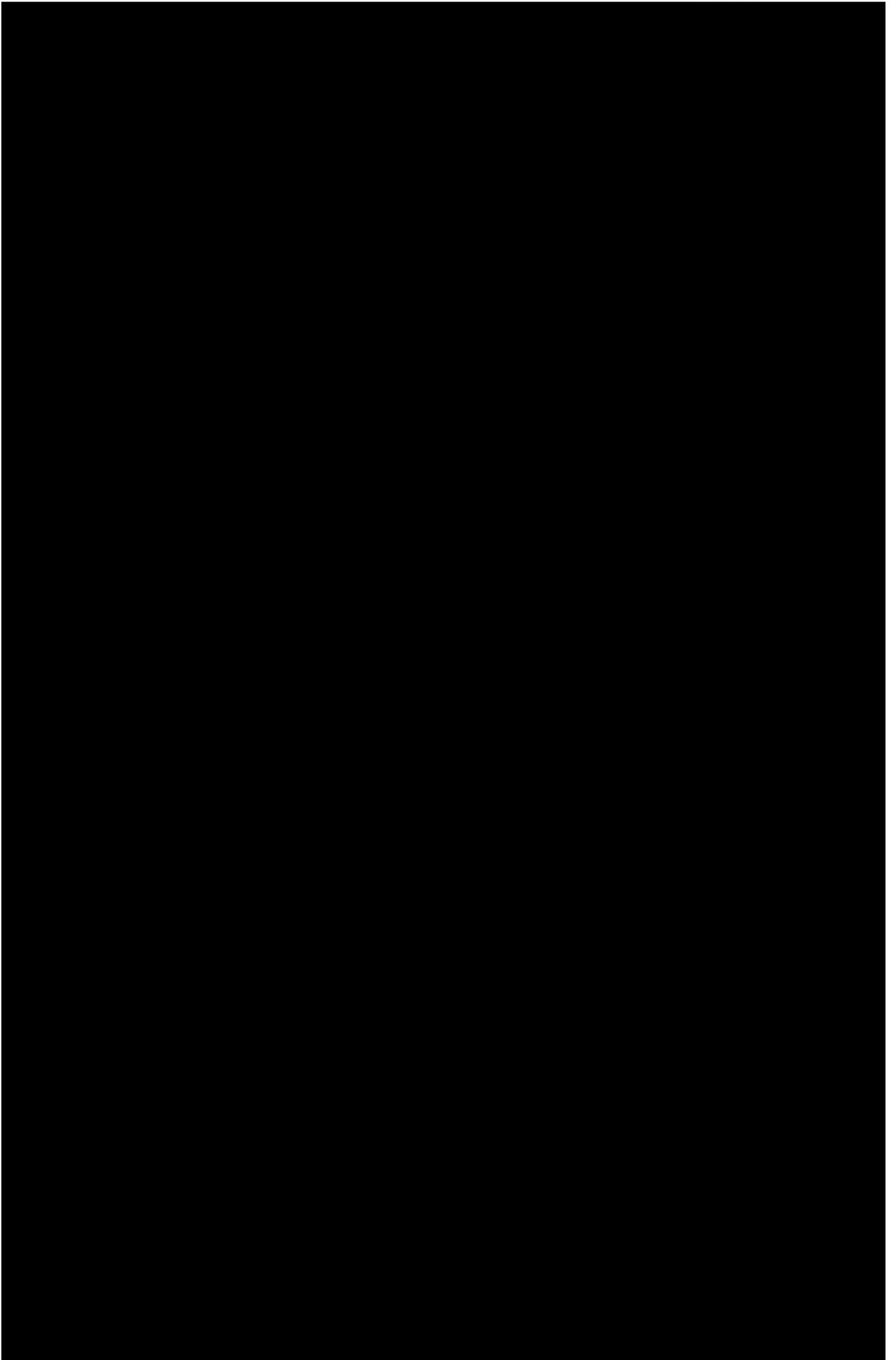


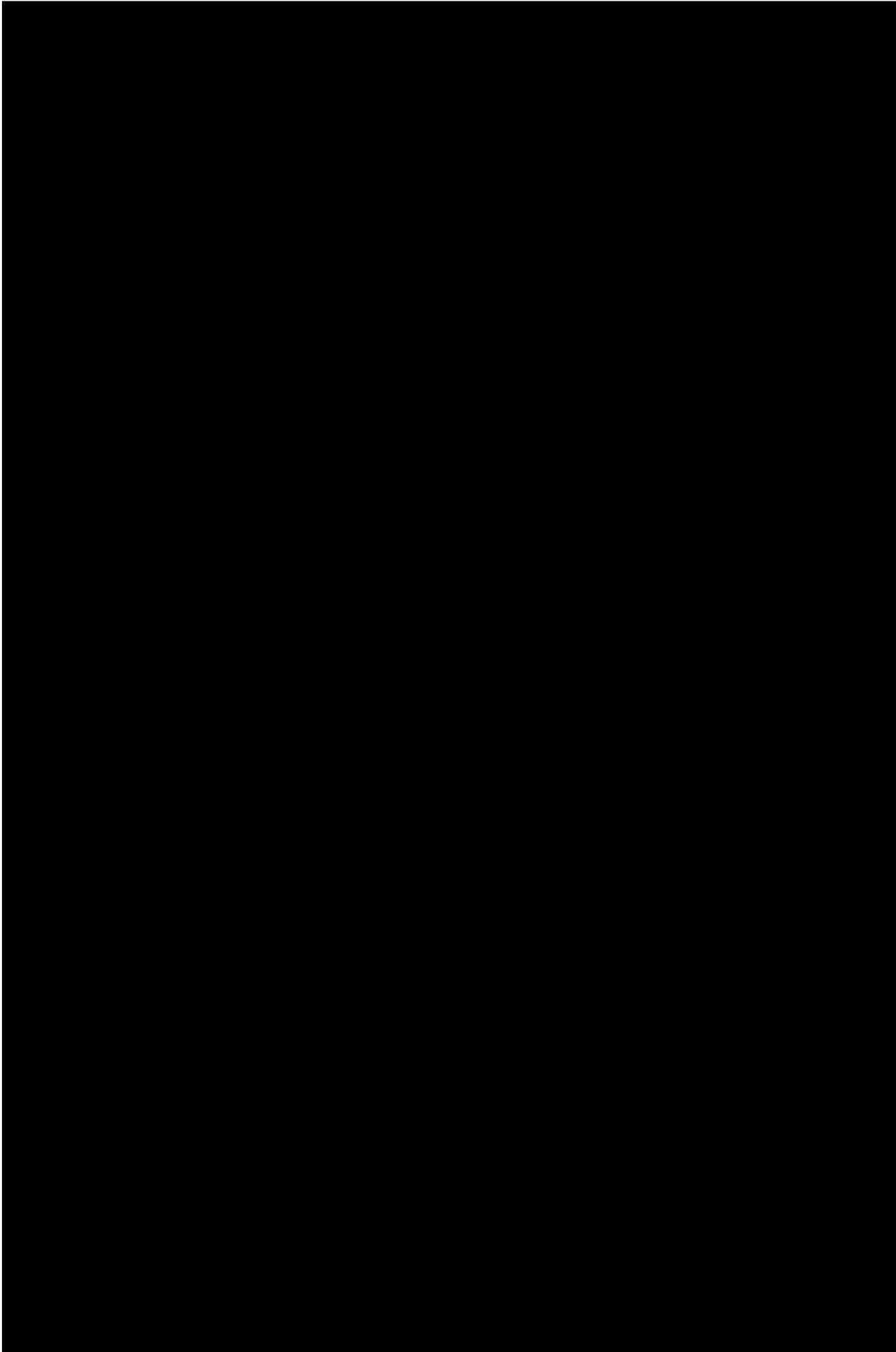


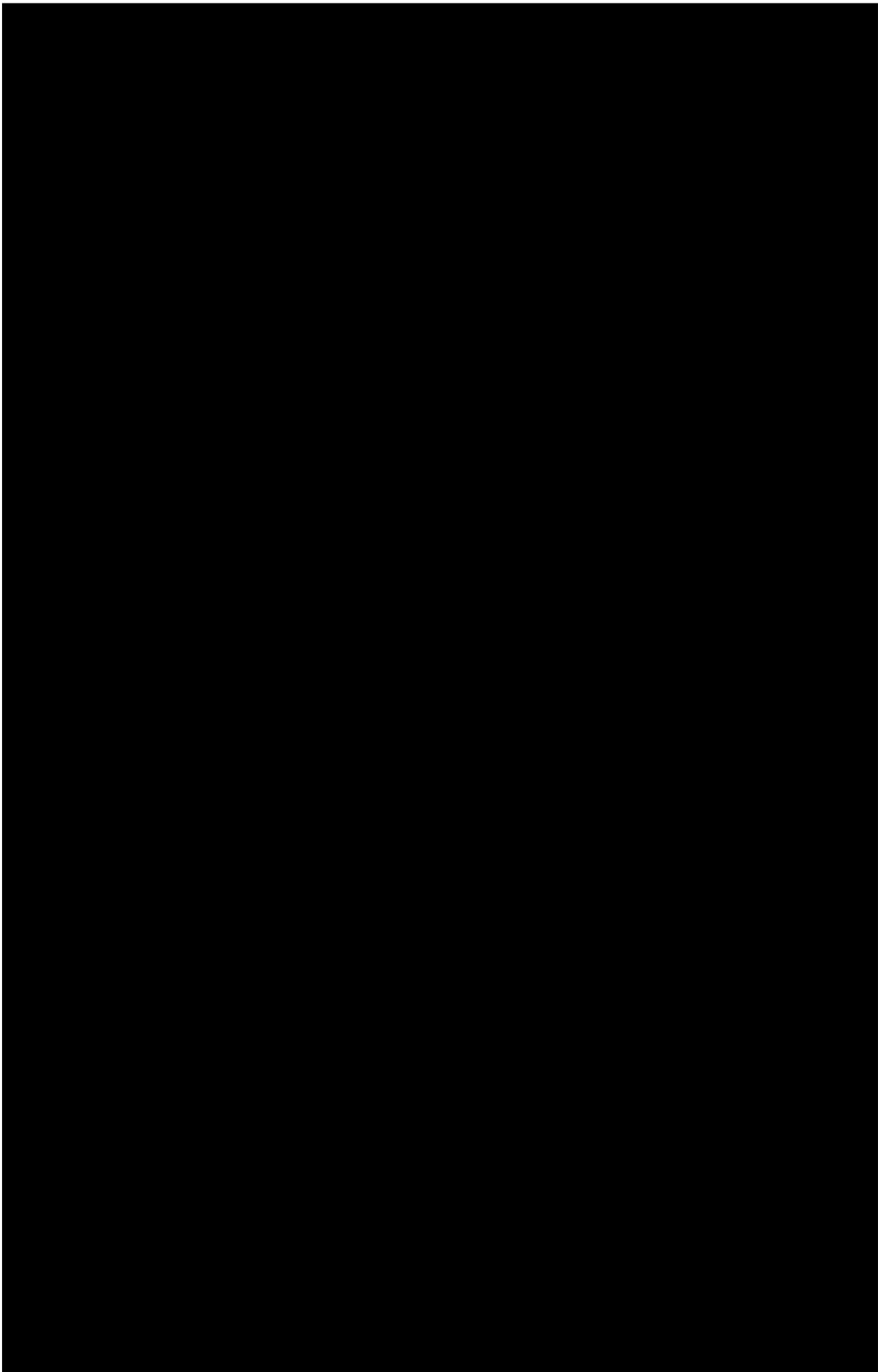


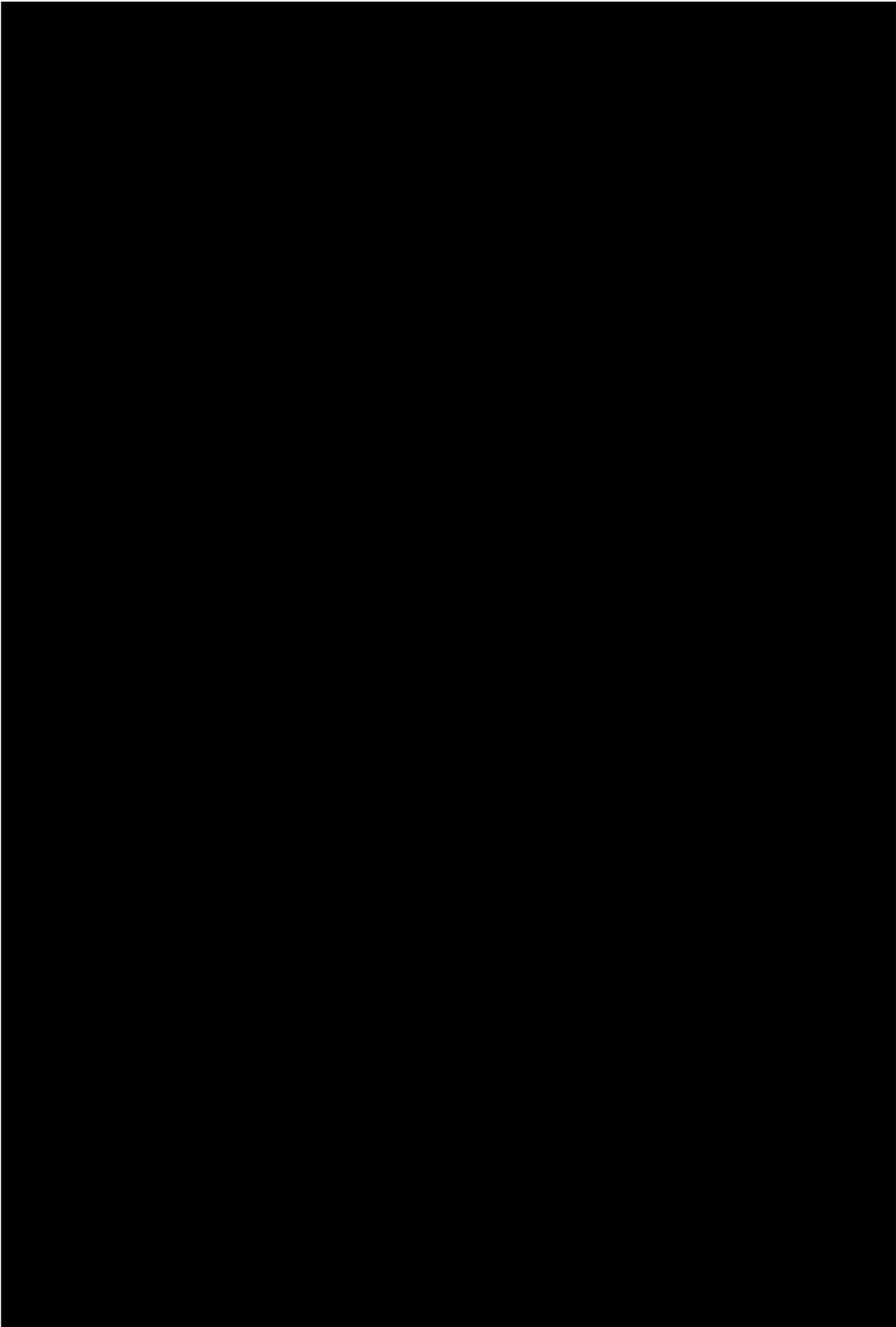


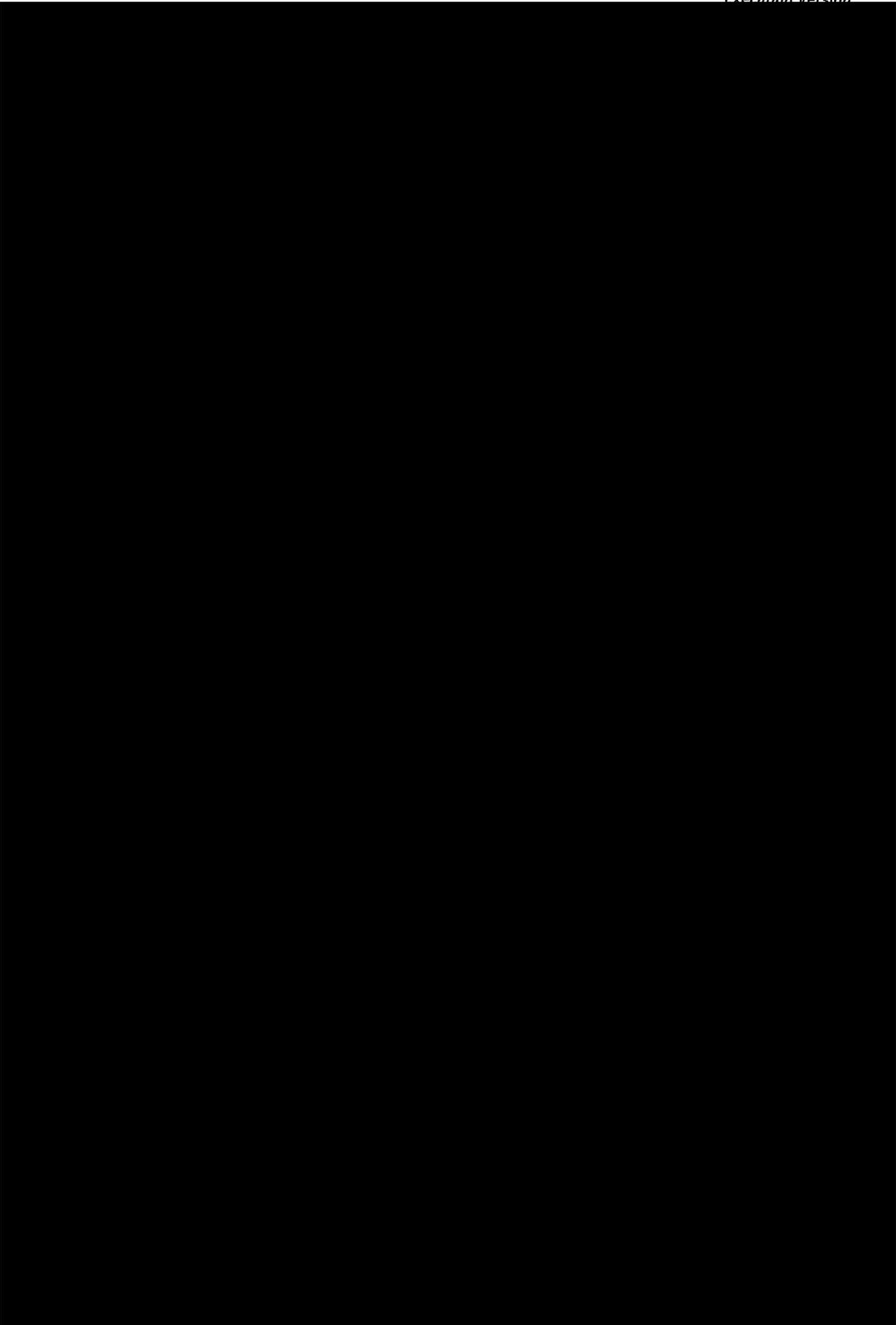


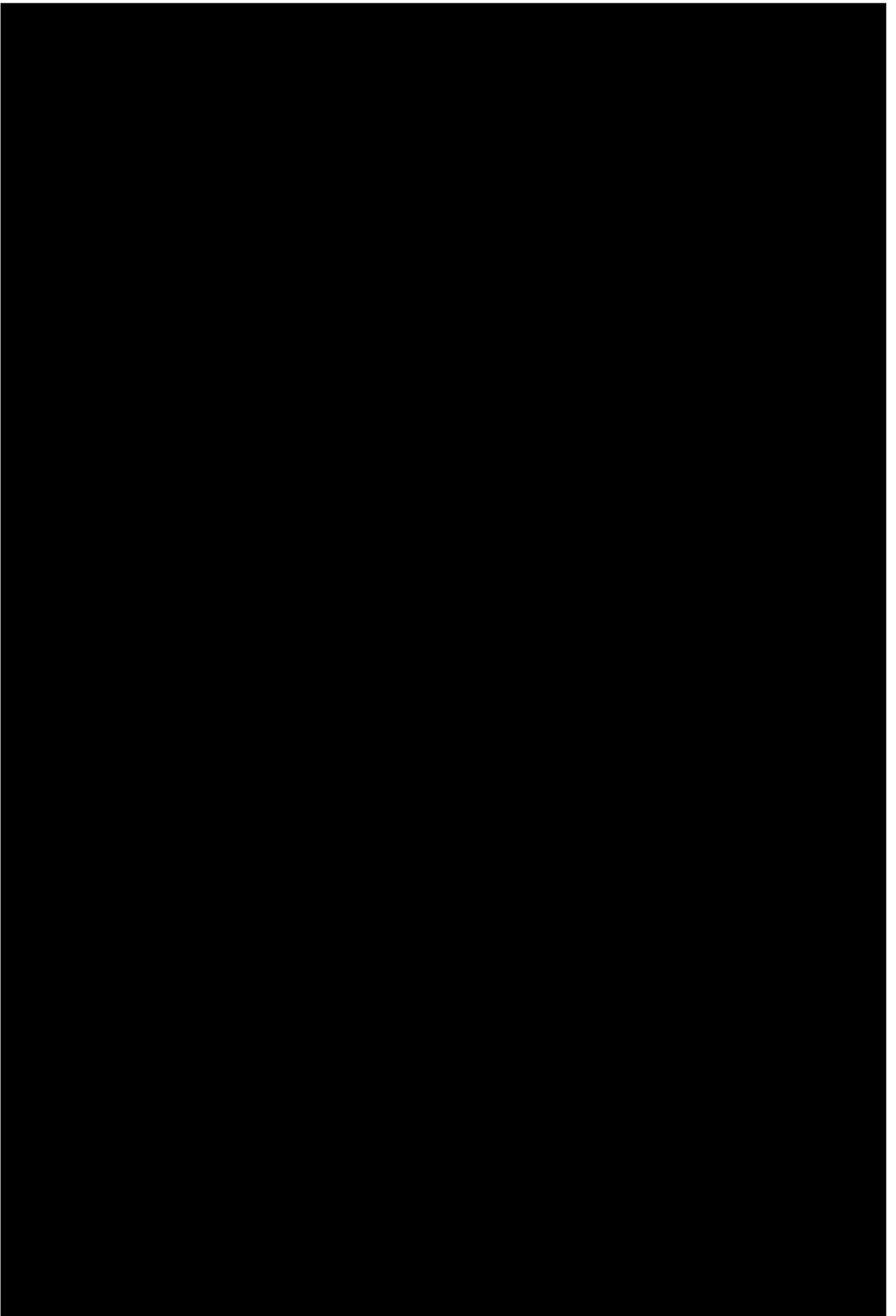


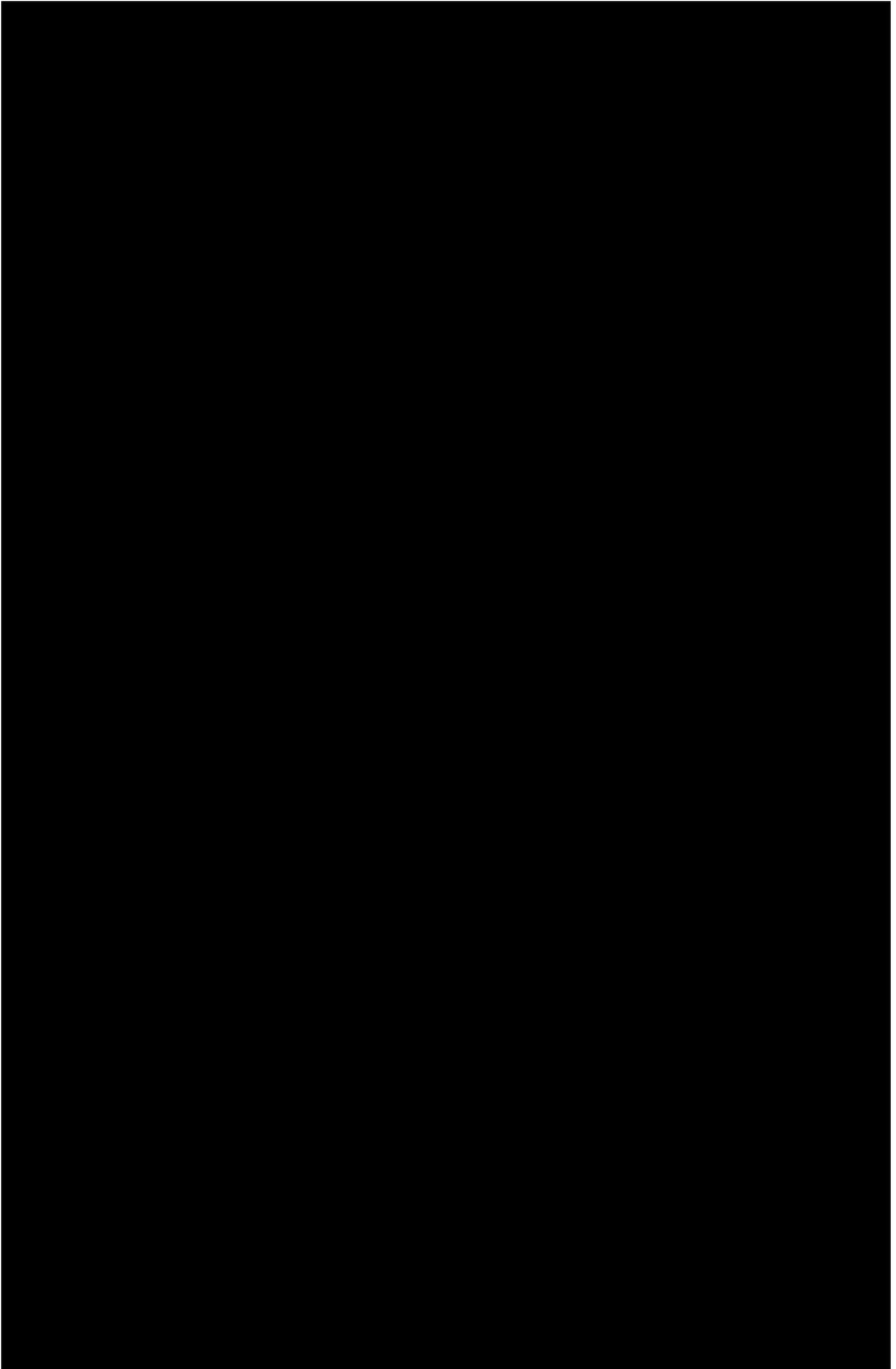


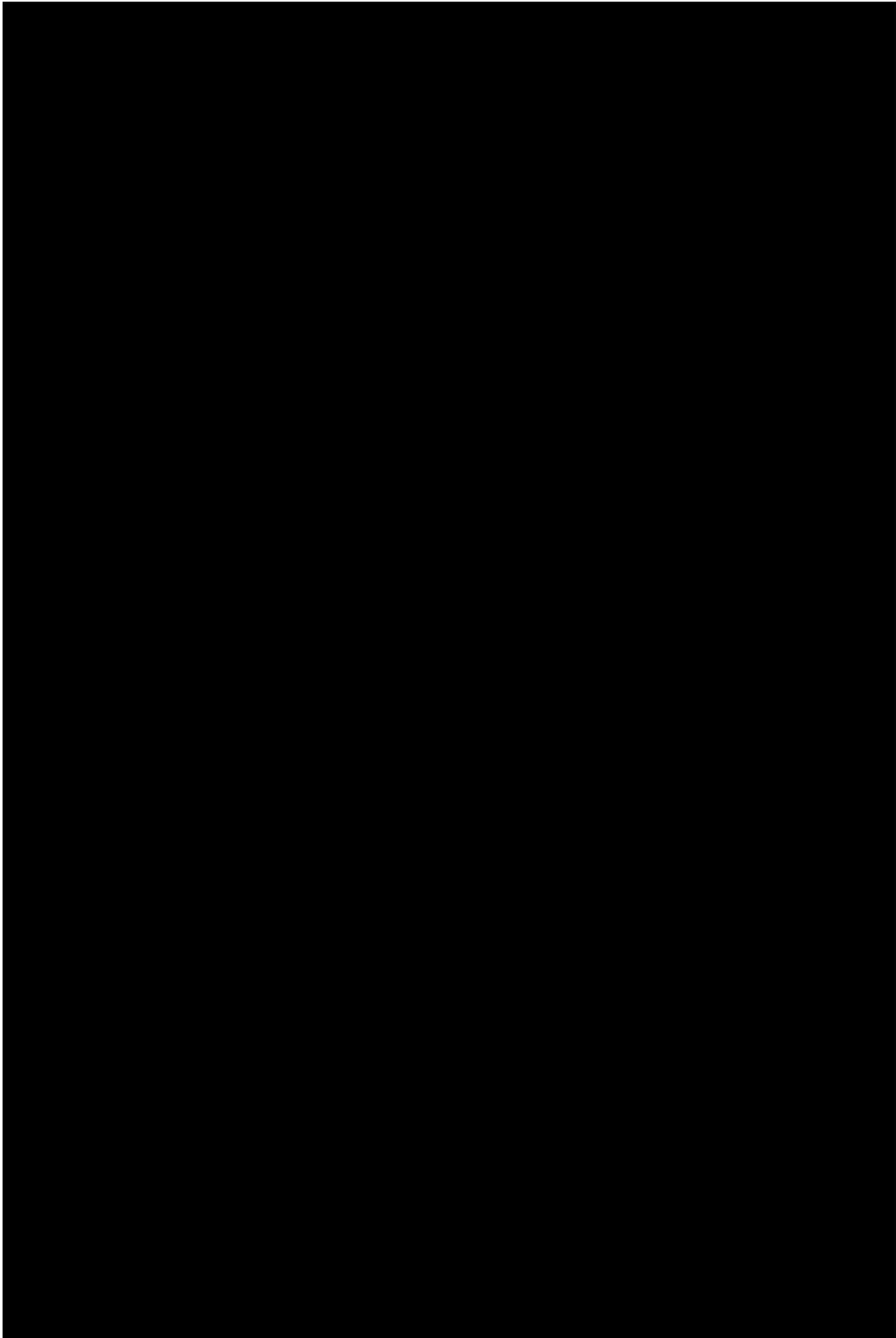


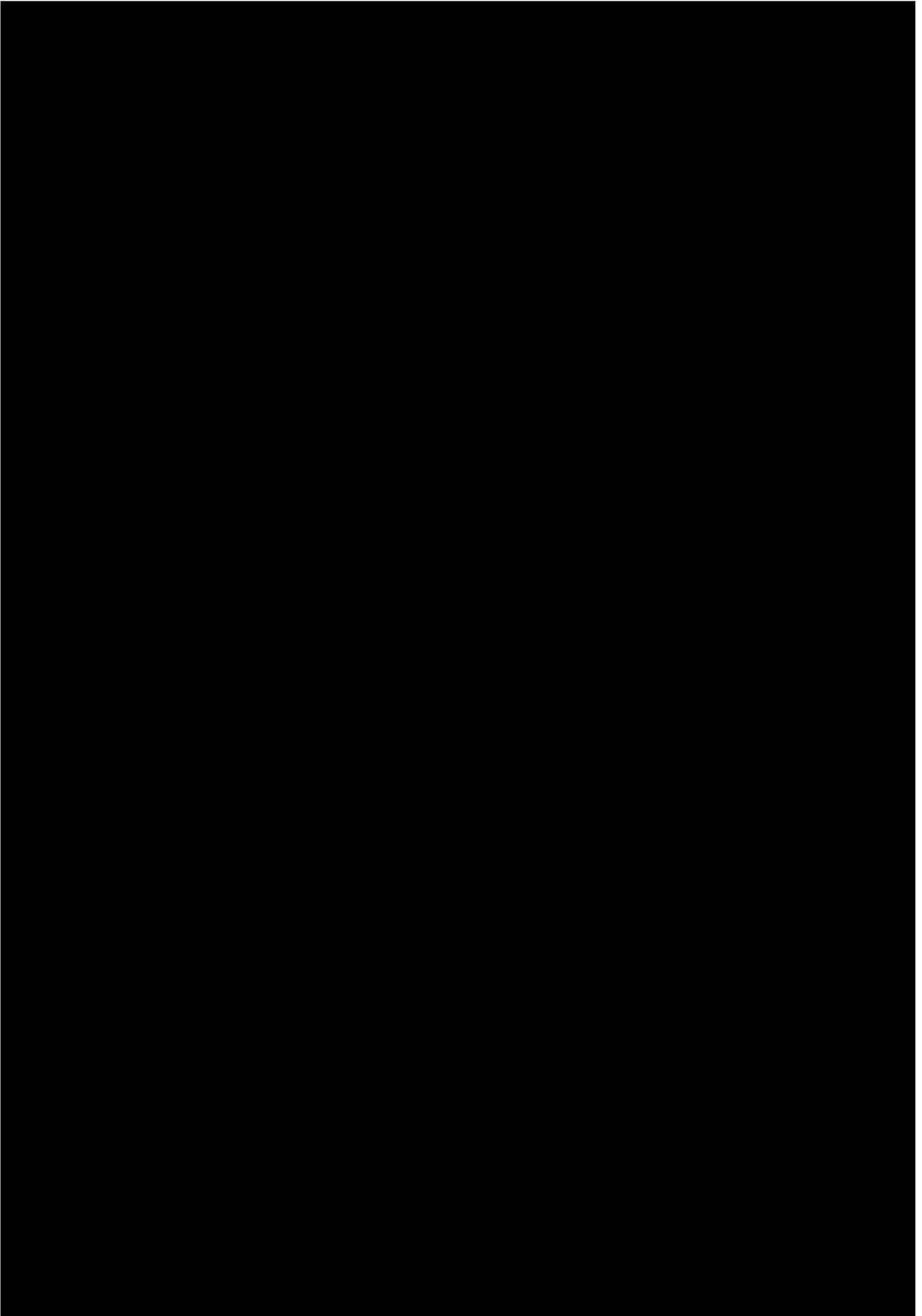


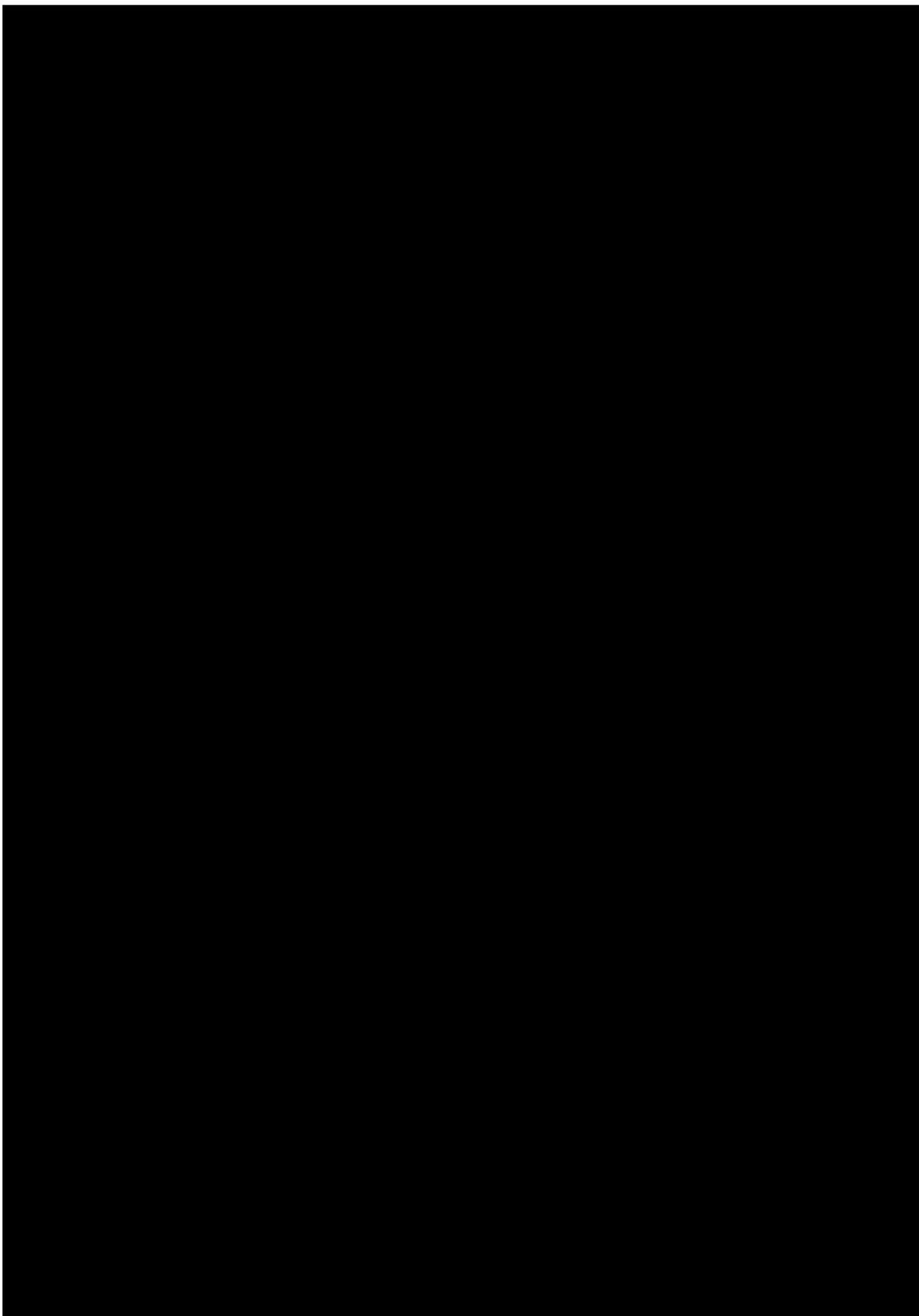


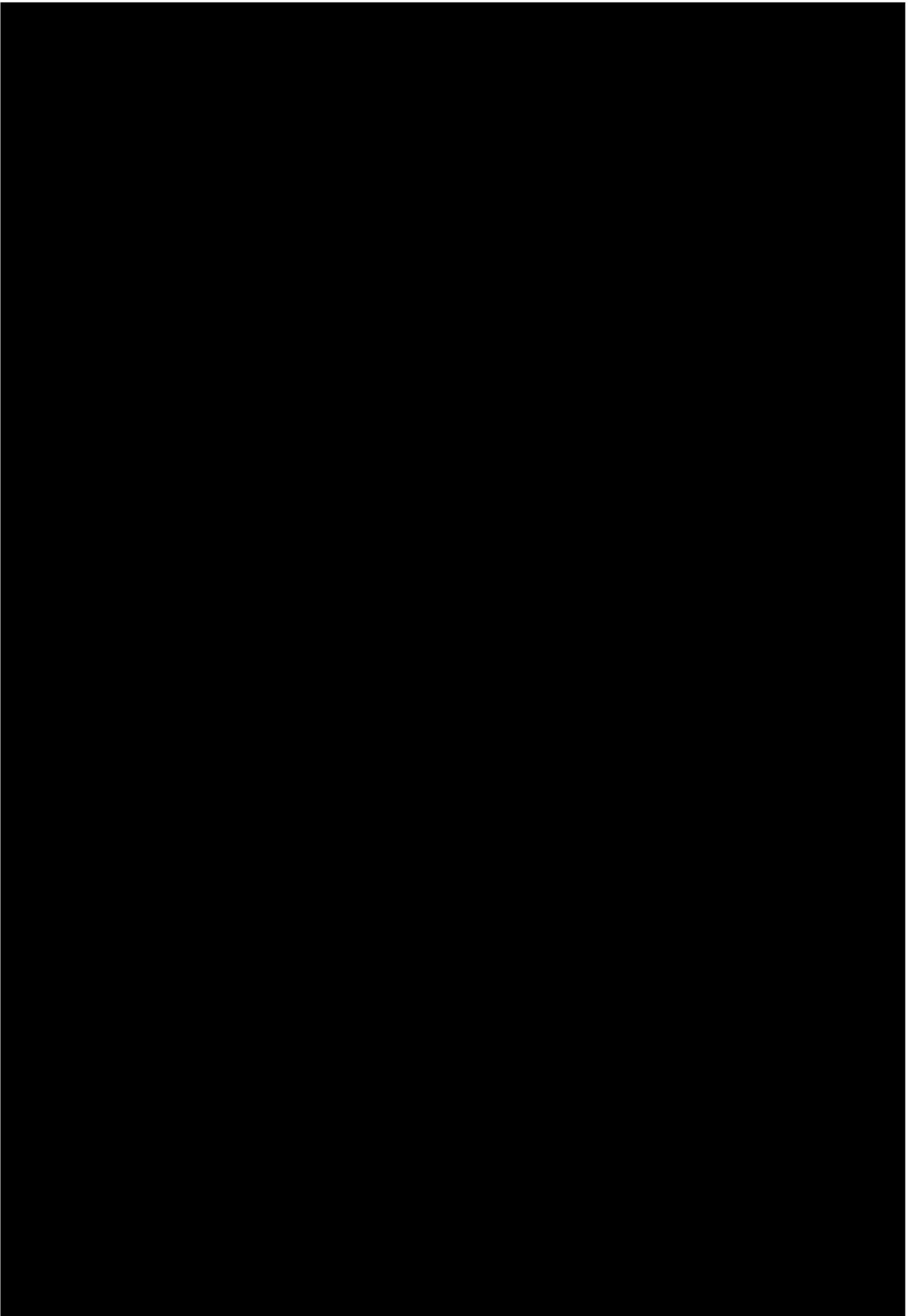


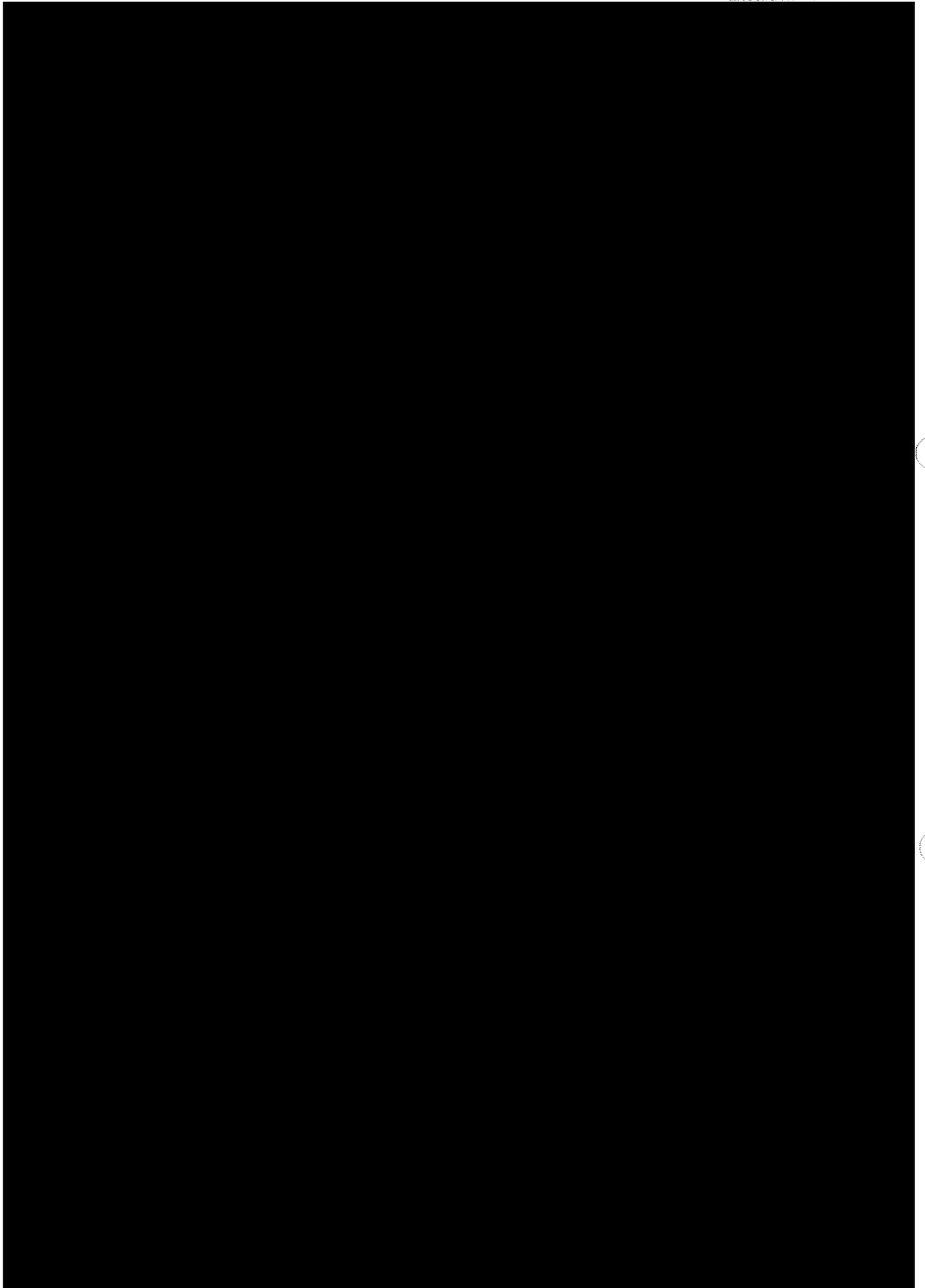


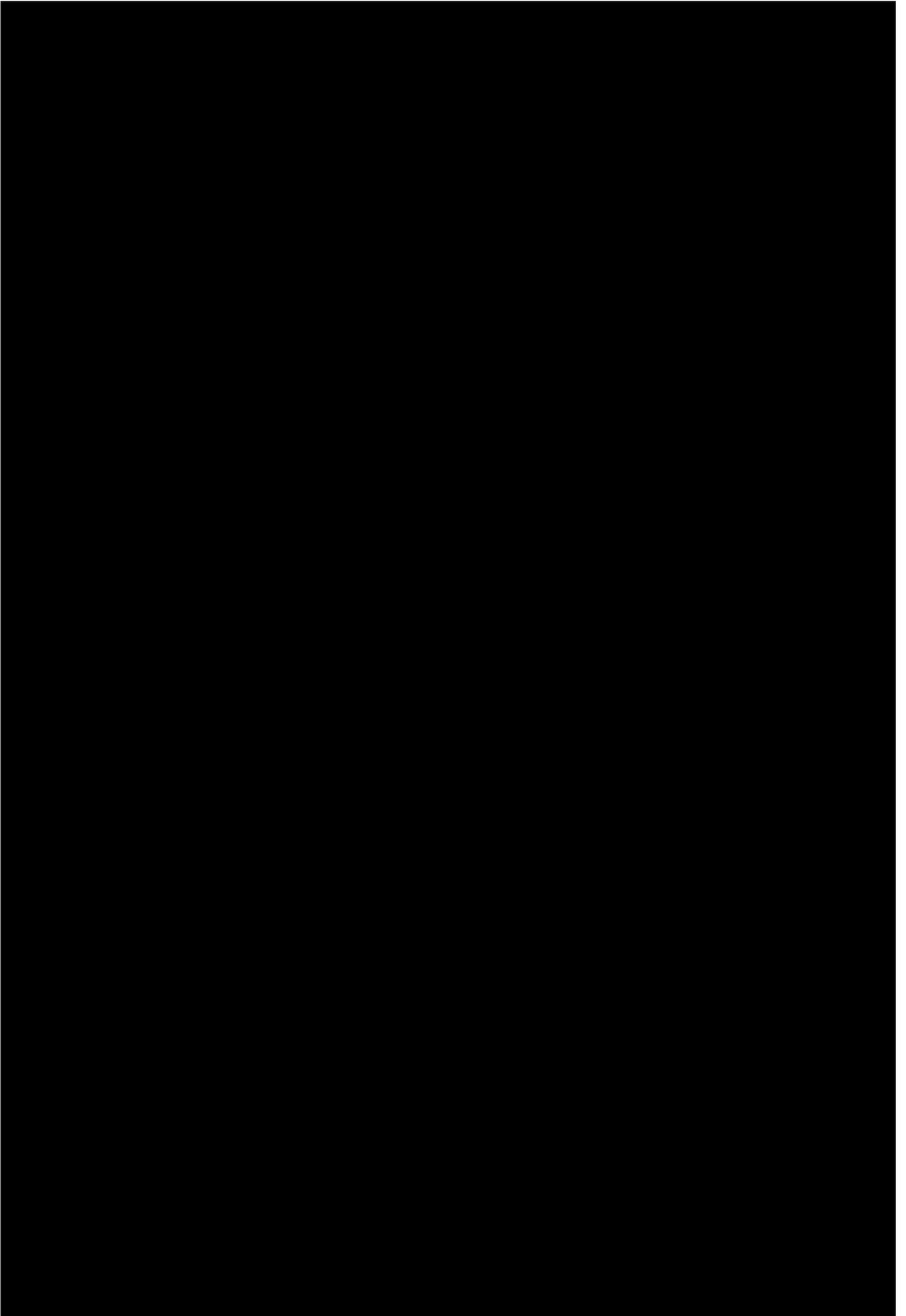


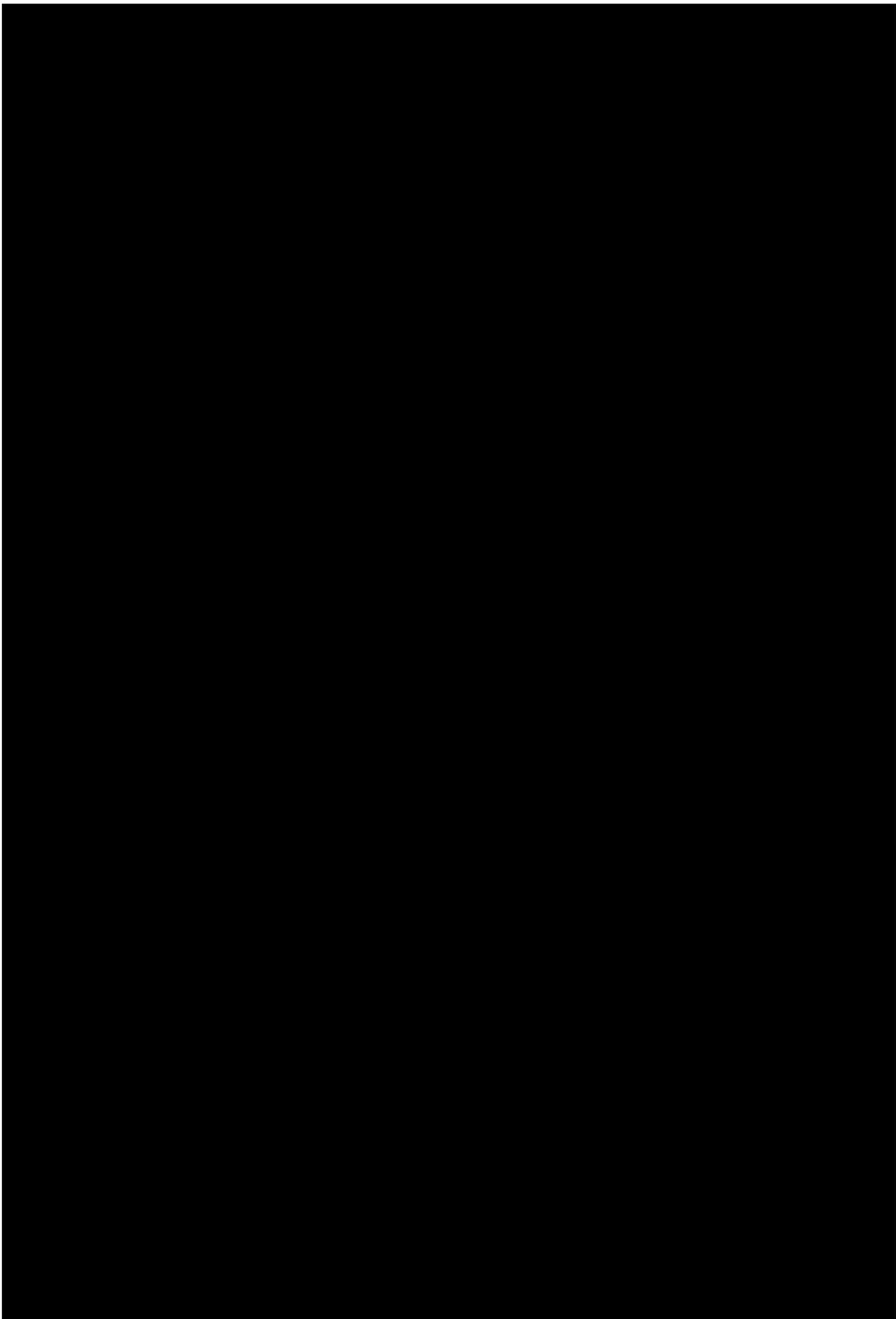


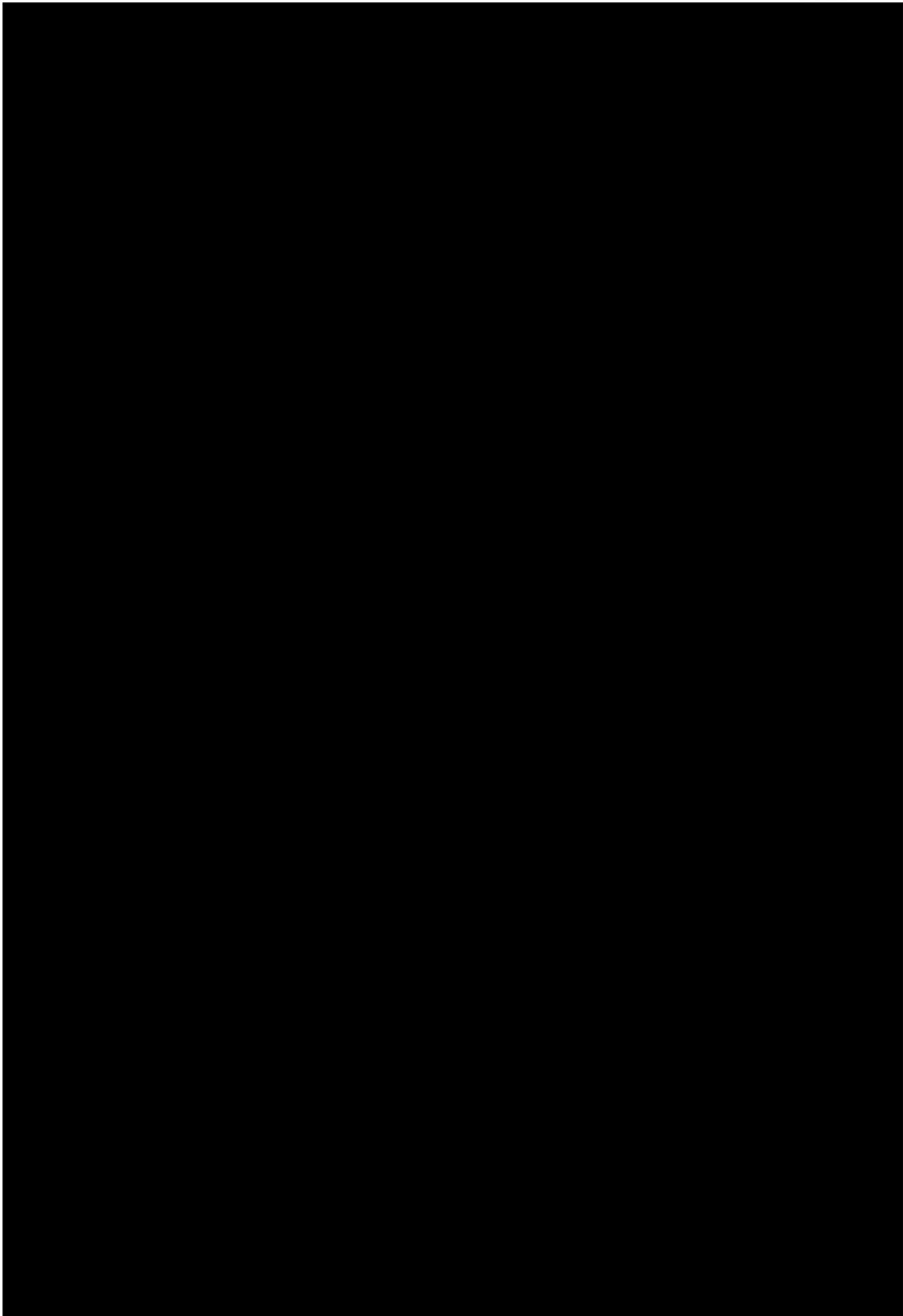


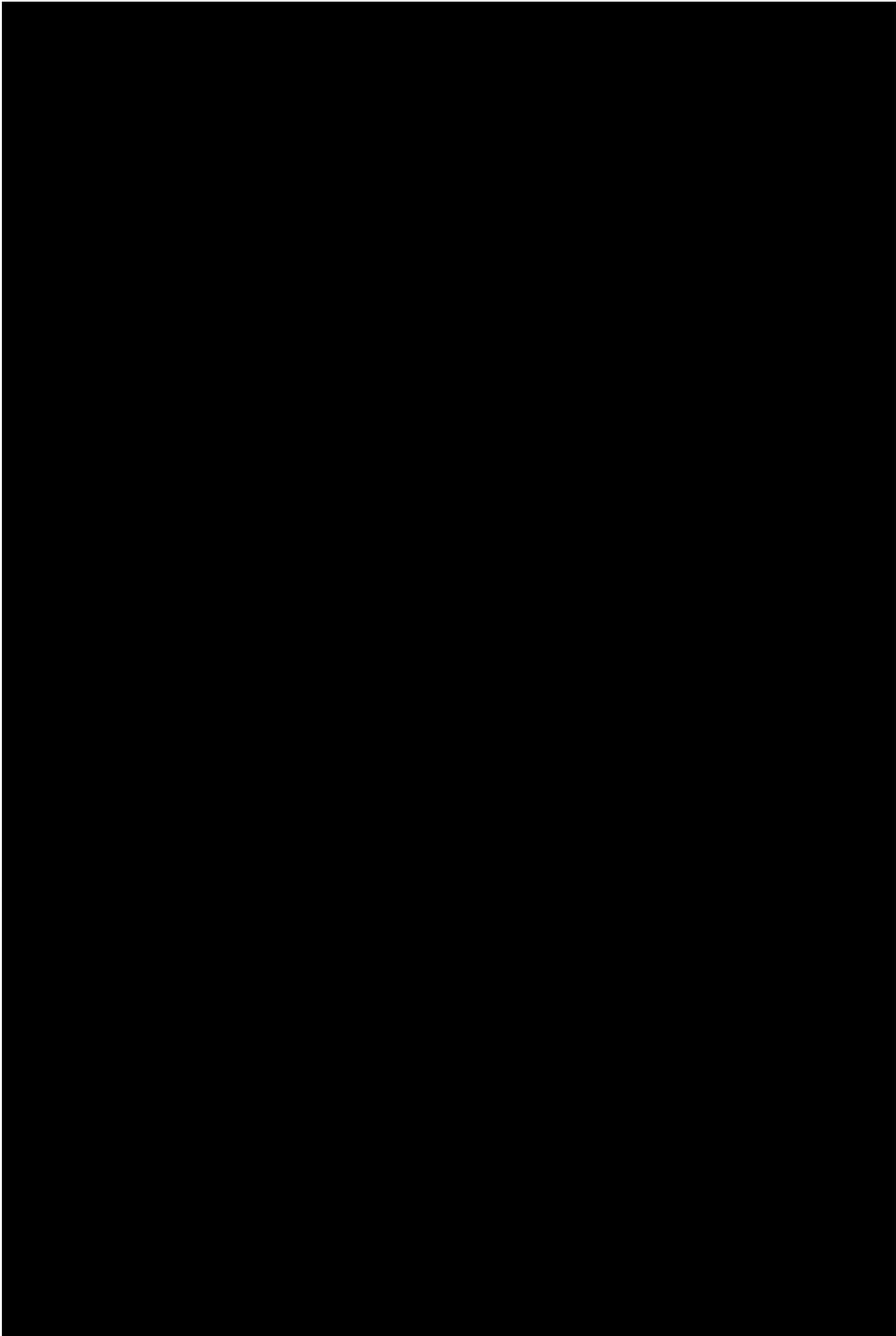


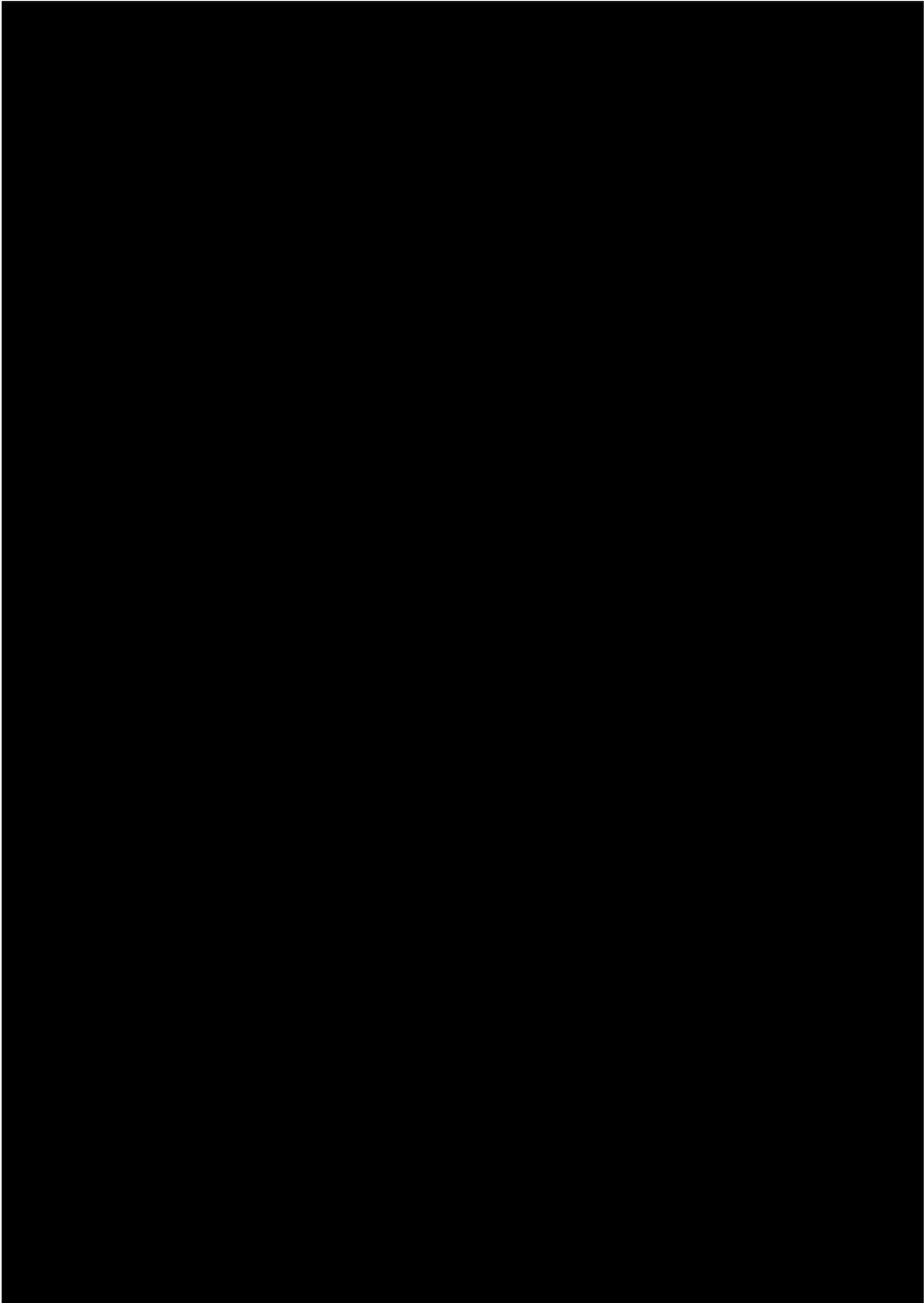


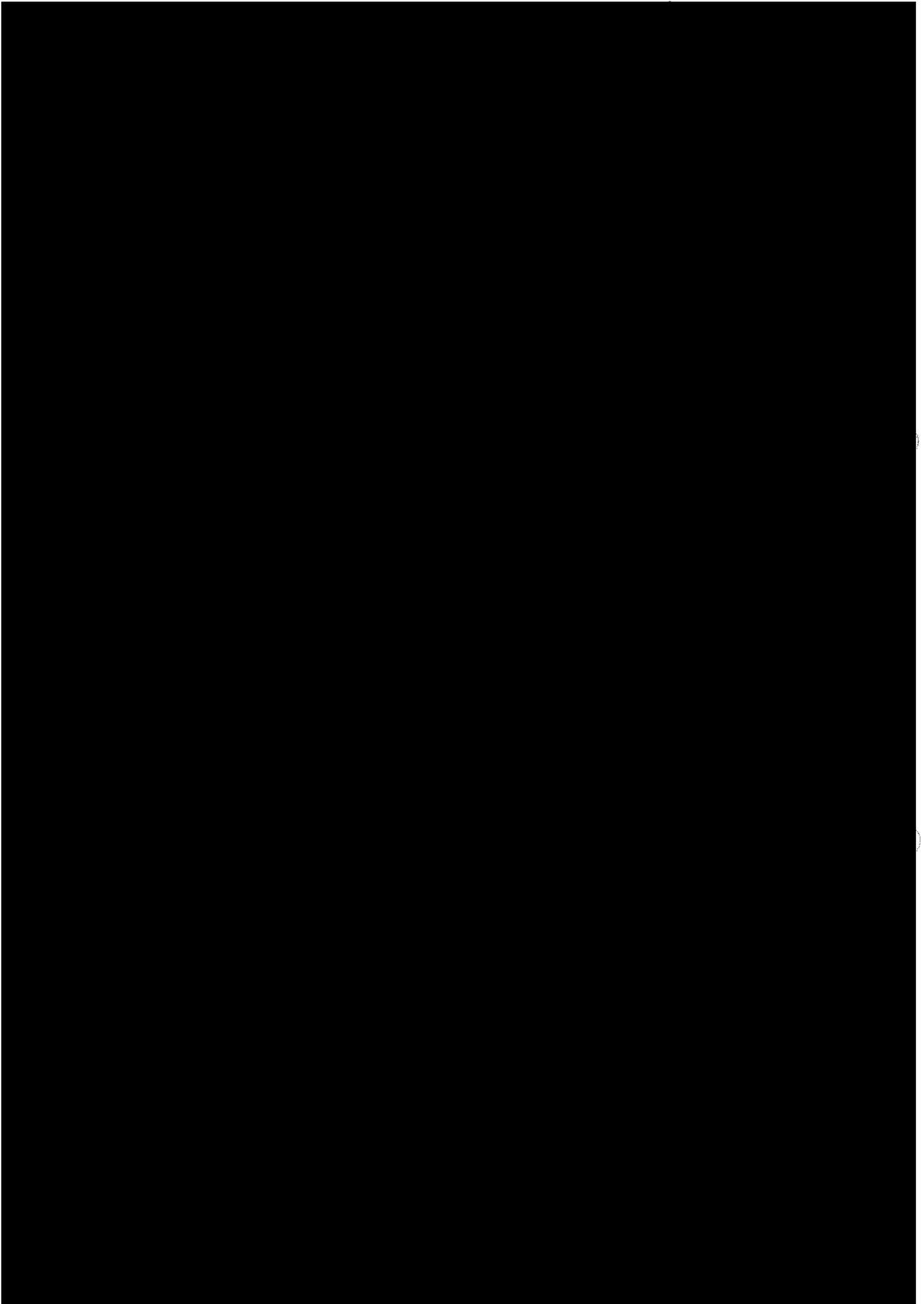


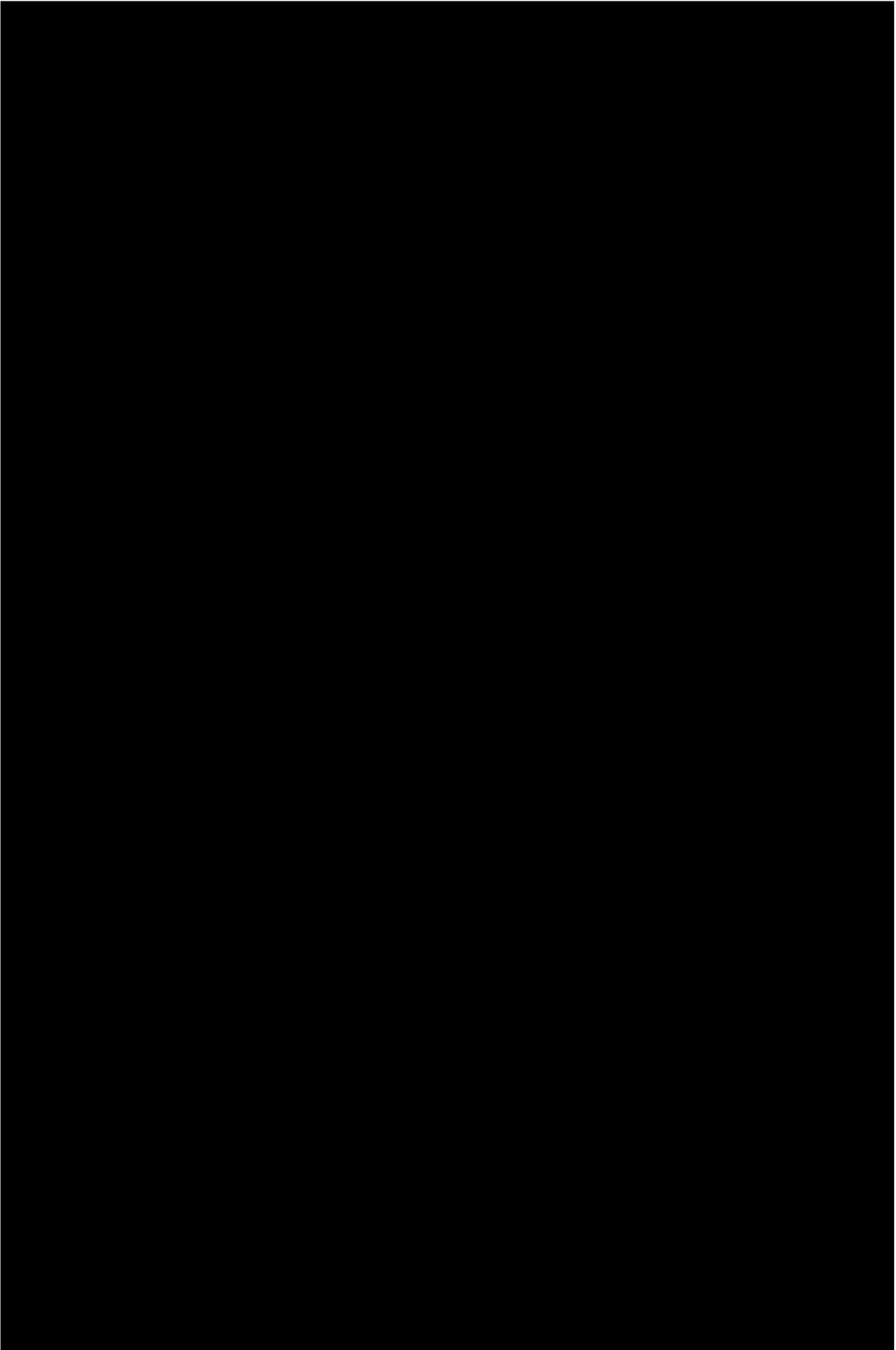


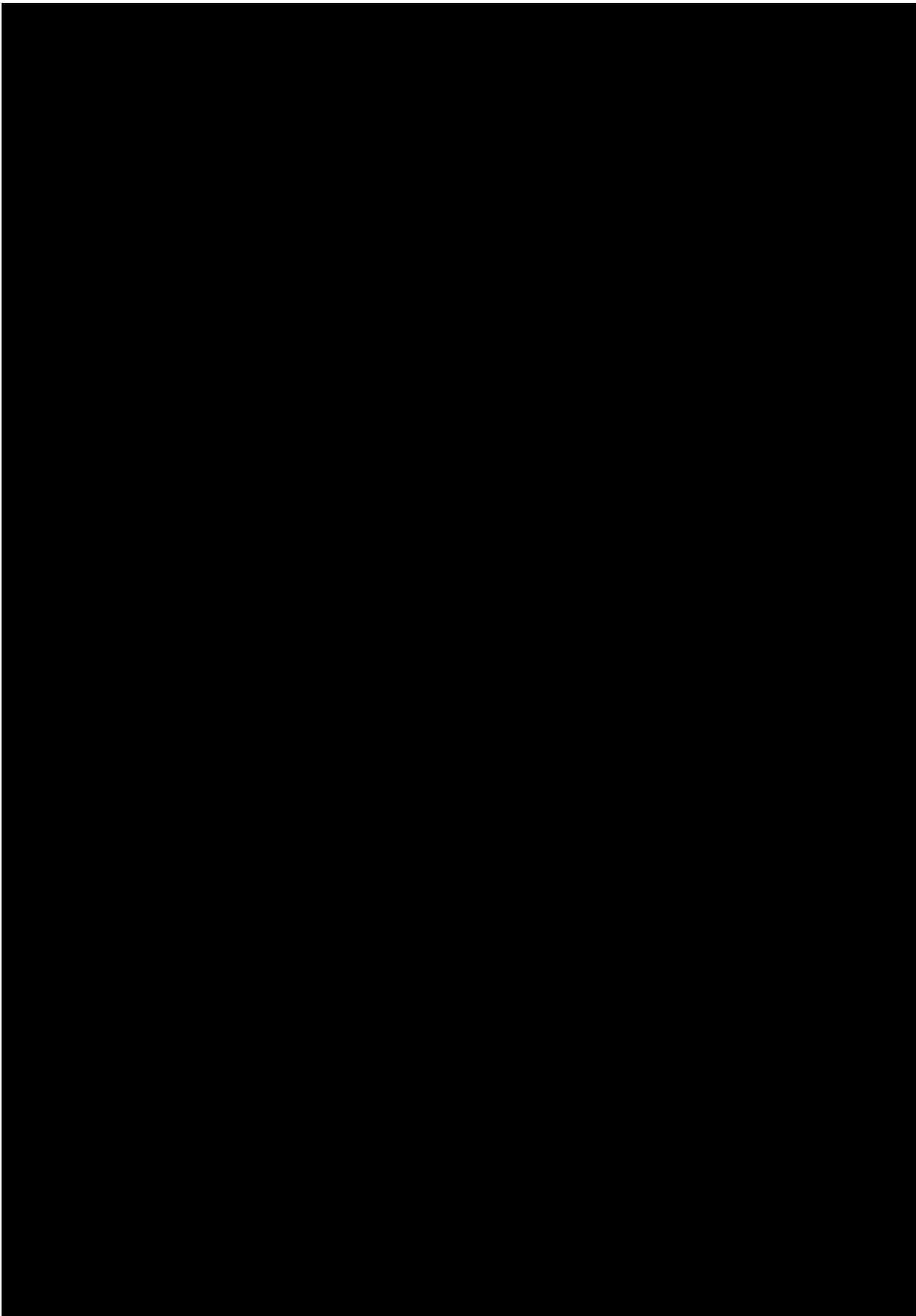


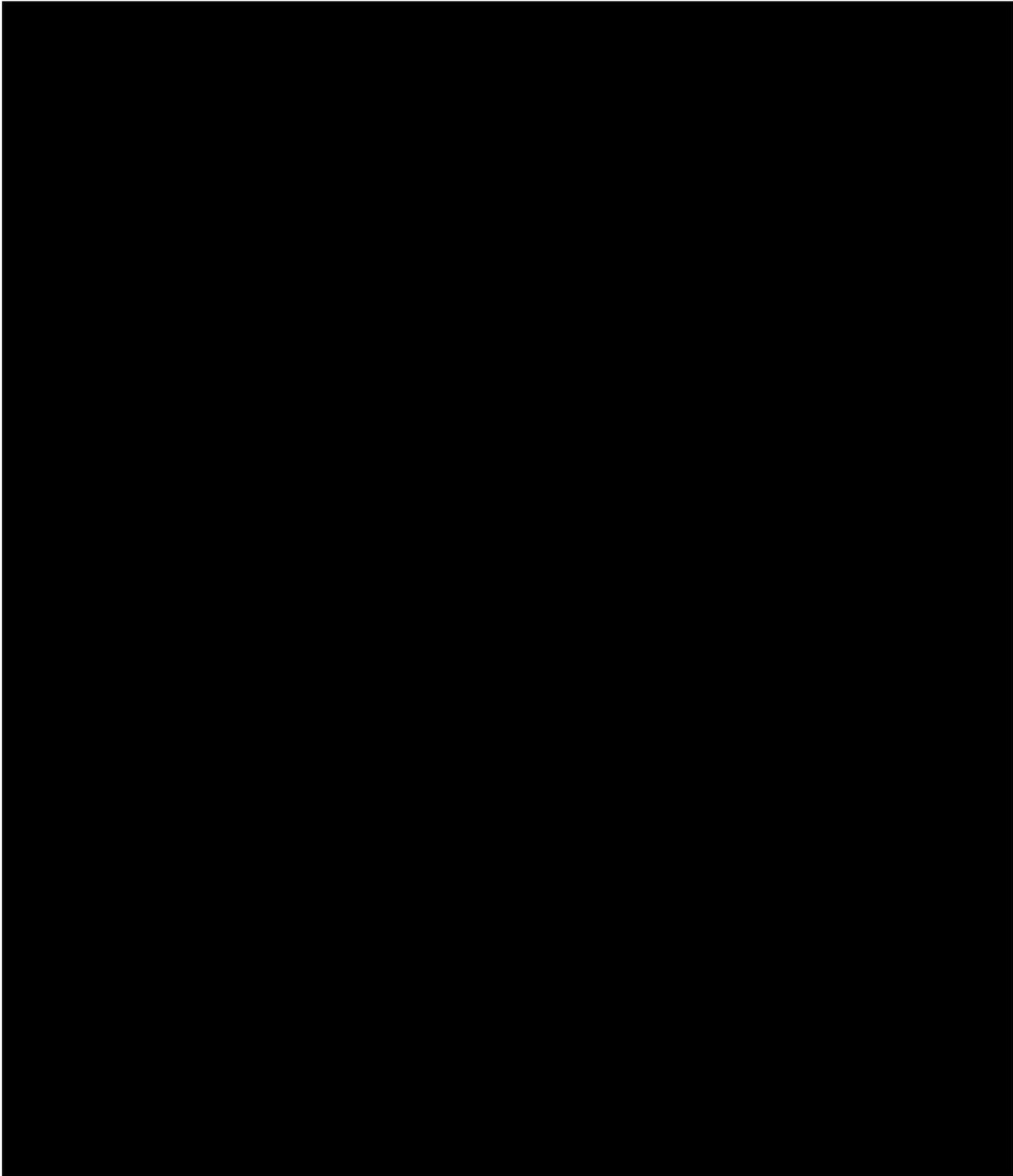


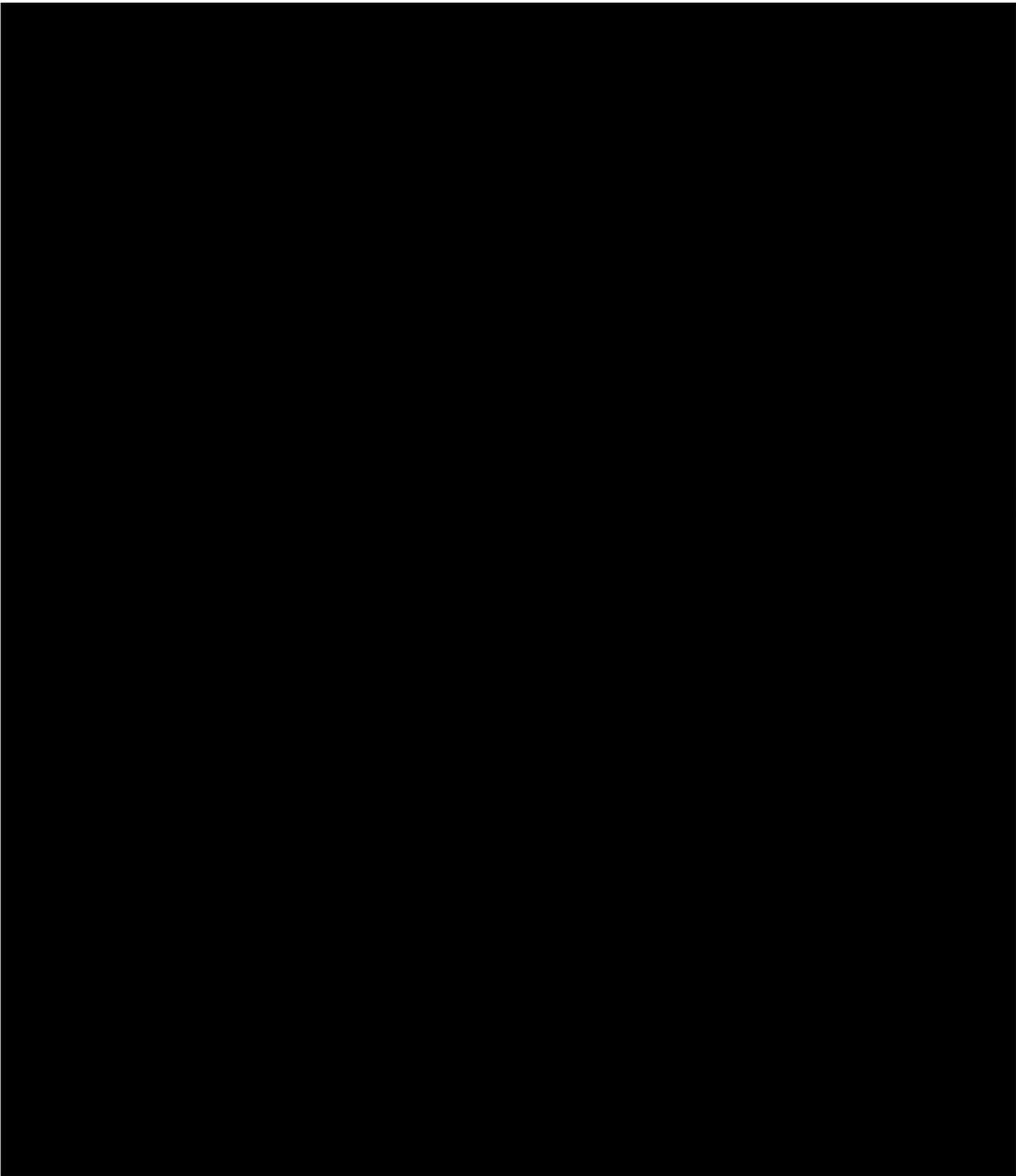






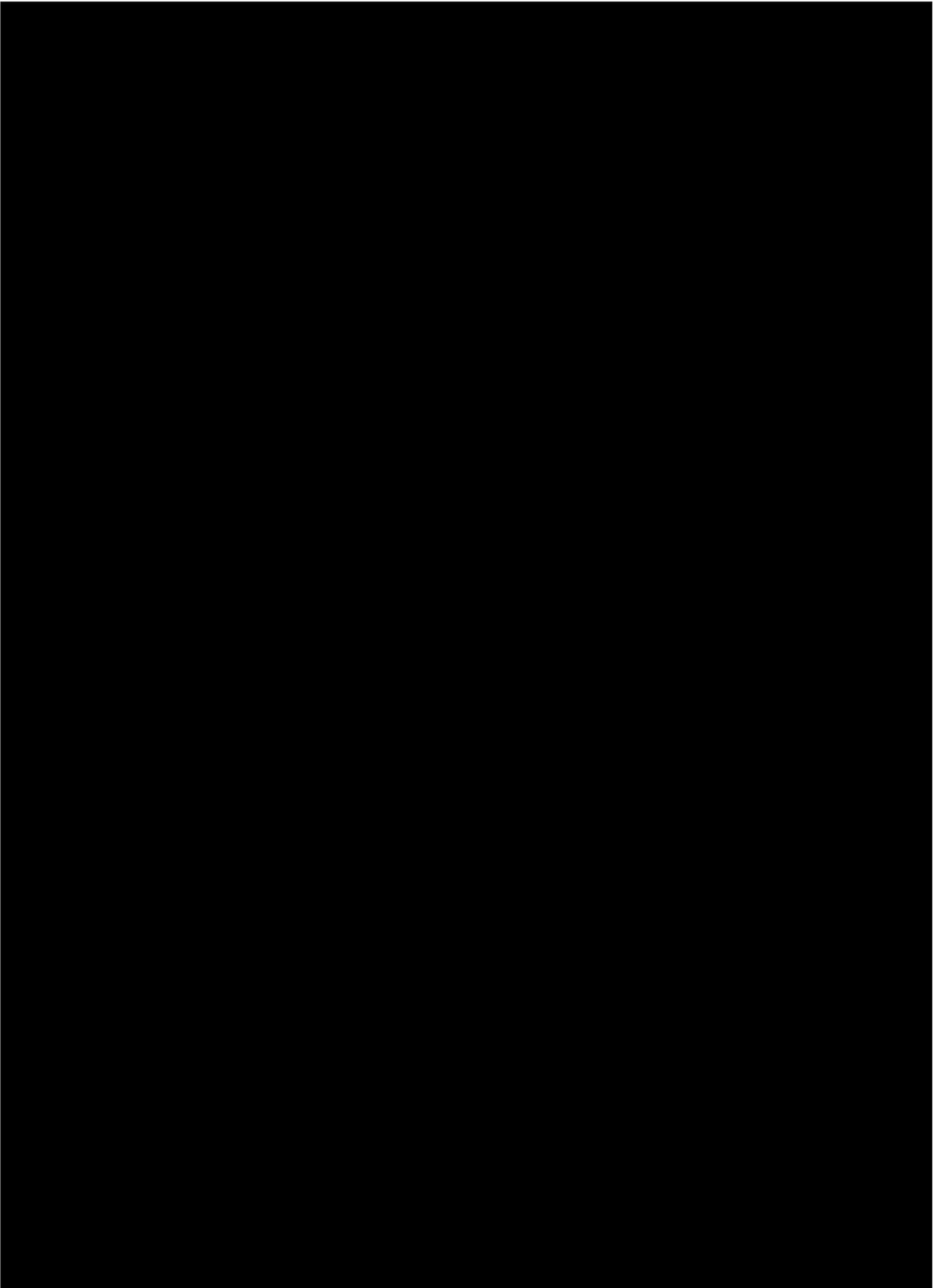


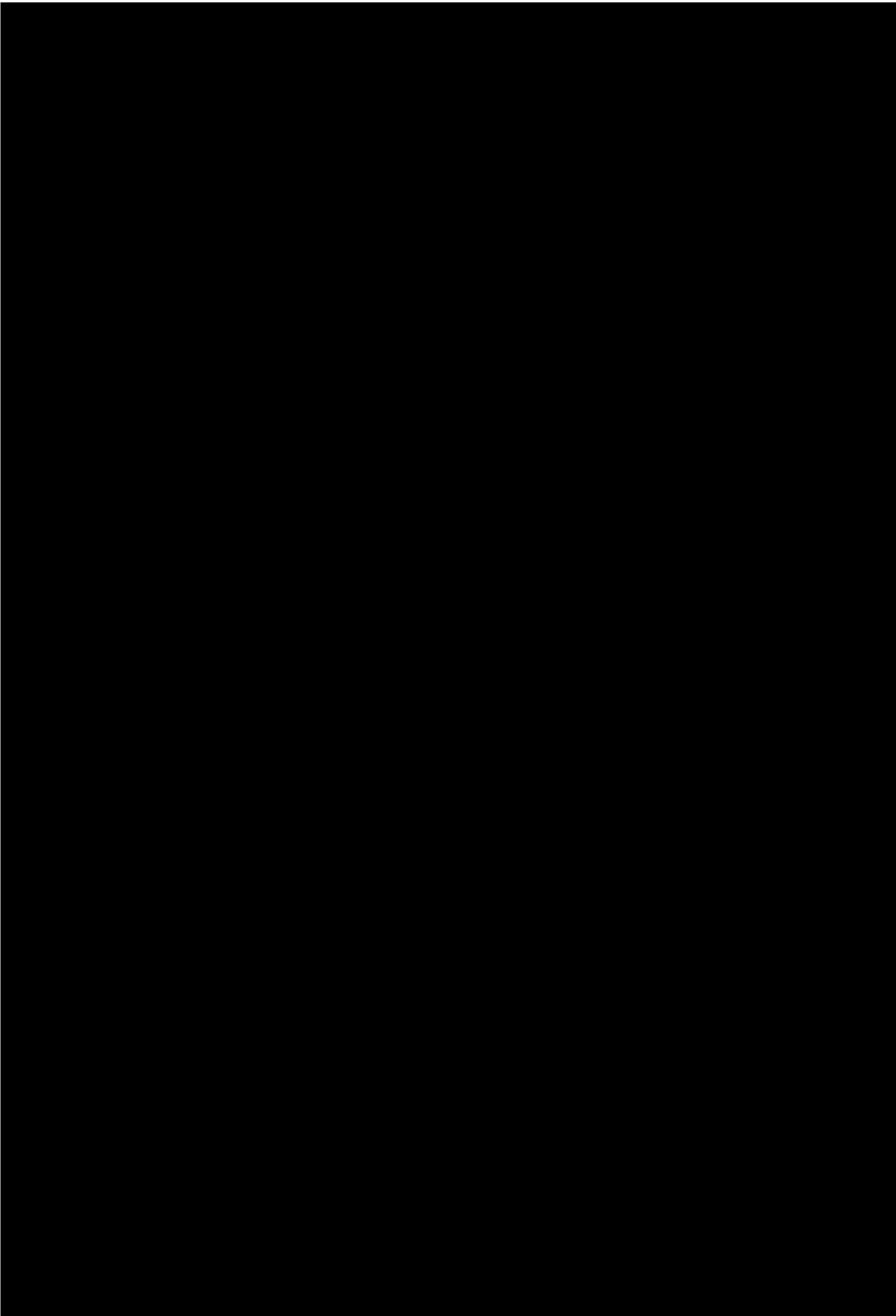


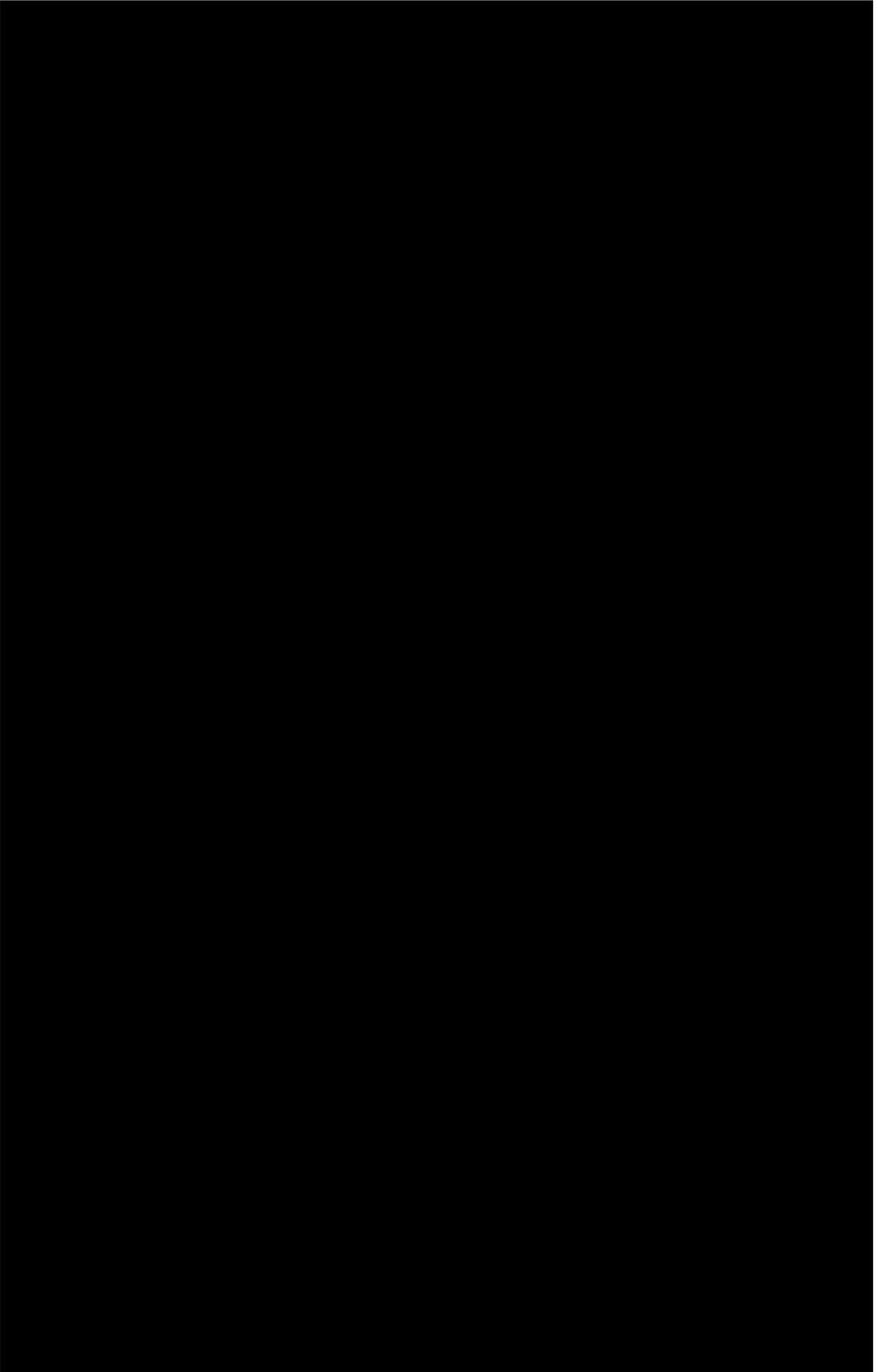


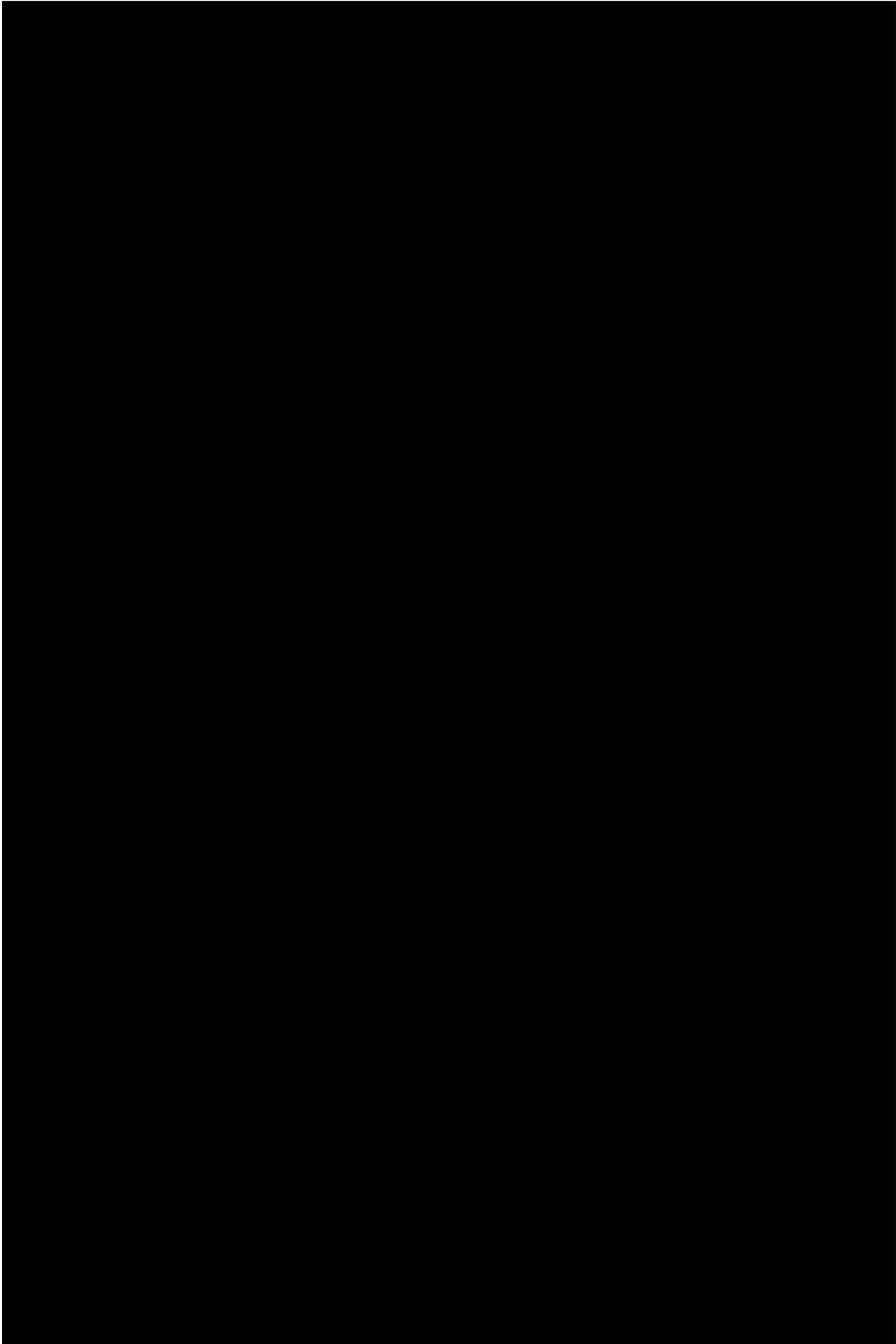
**SCHEDULE E9. – INVESTOR SIDE DEED**

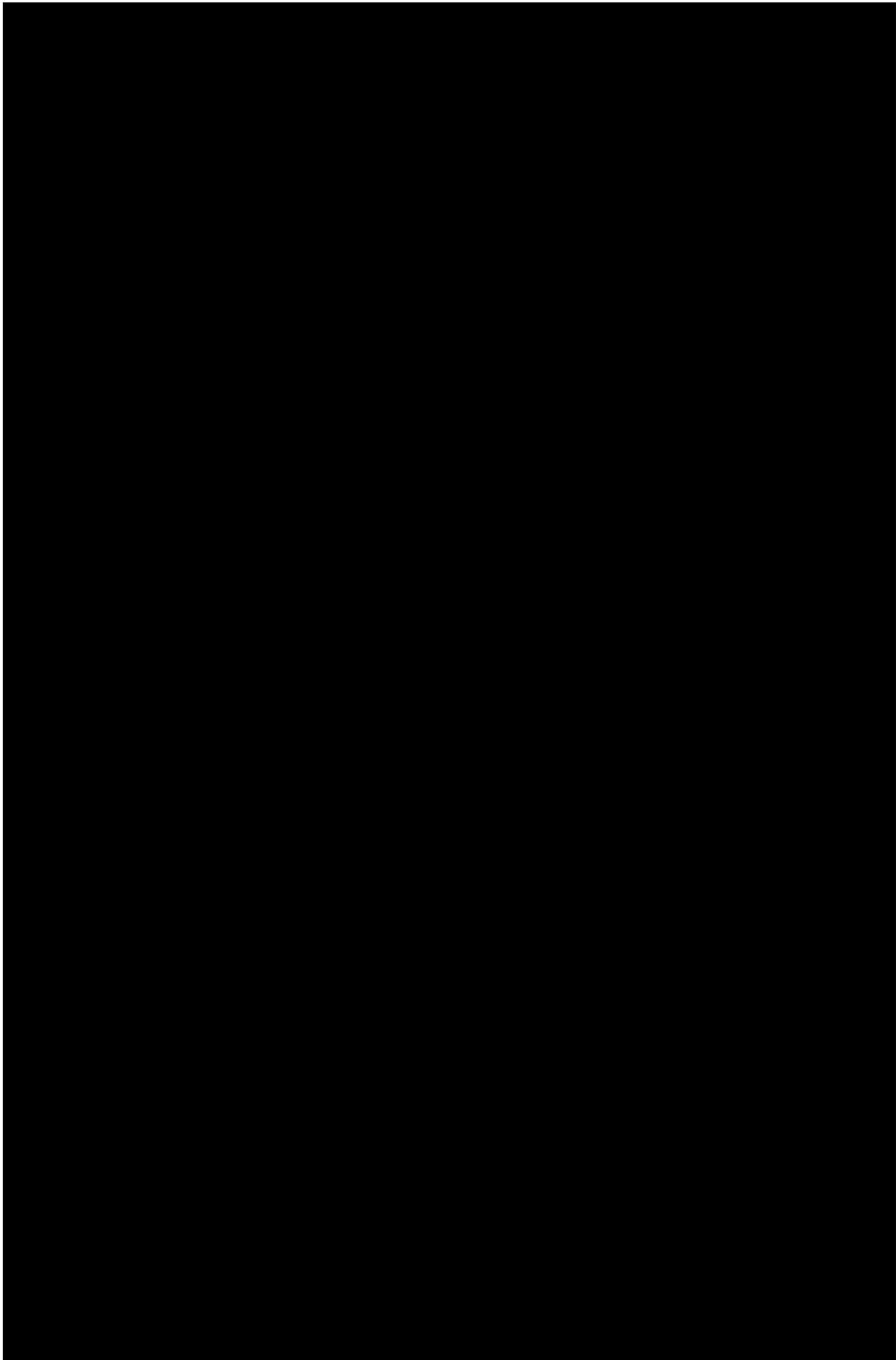
(Clause 35 and Schedule A2)

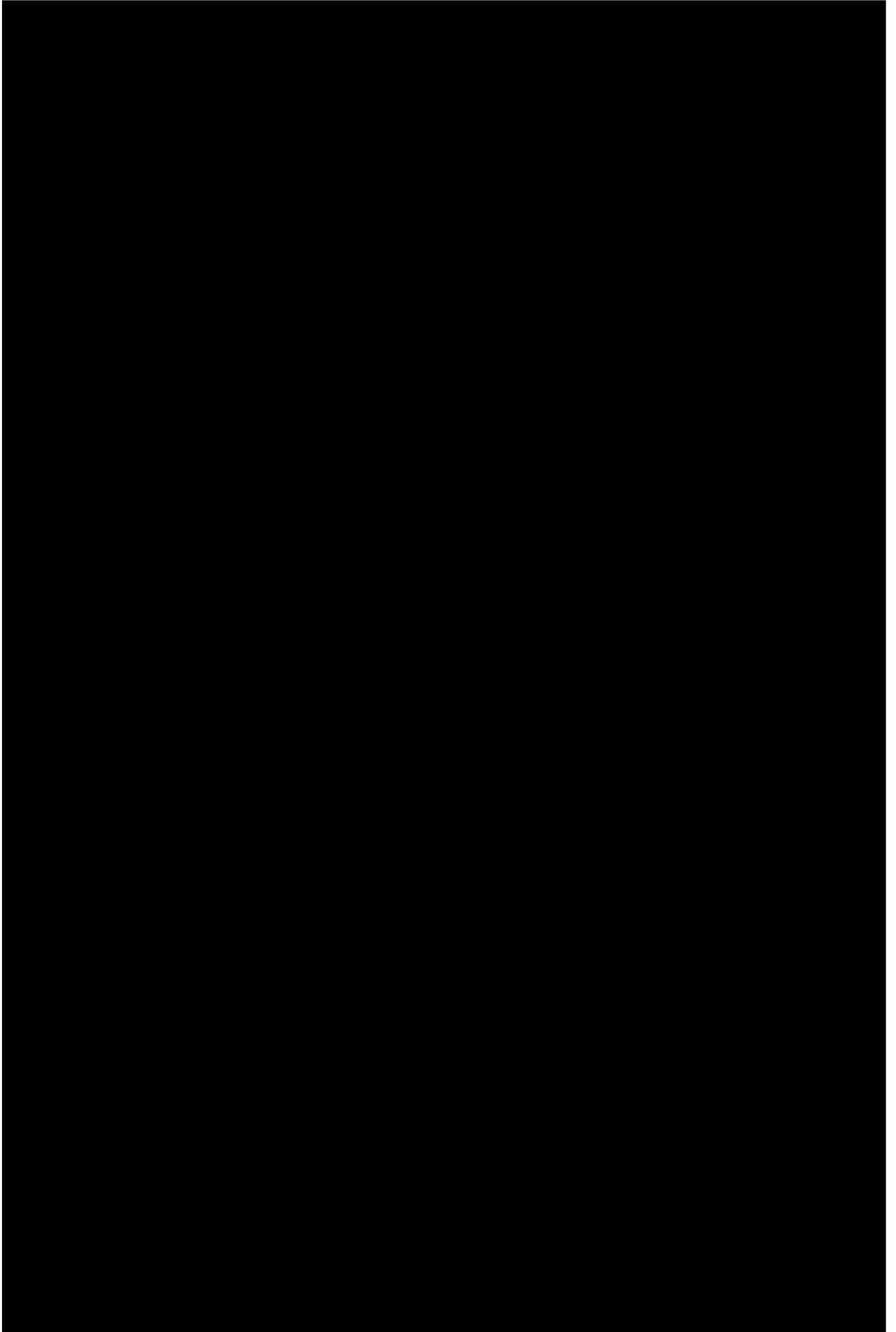


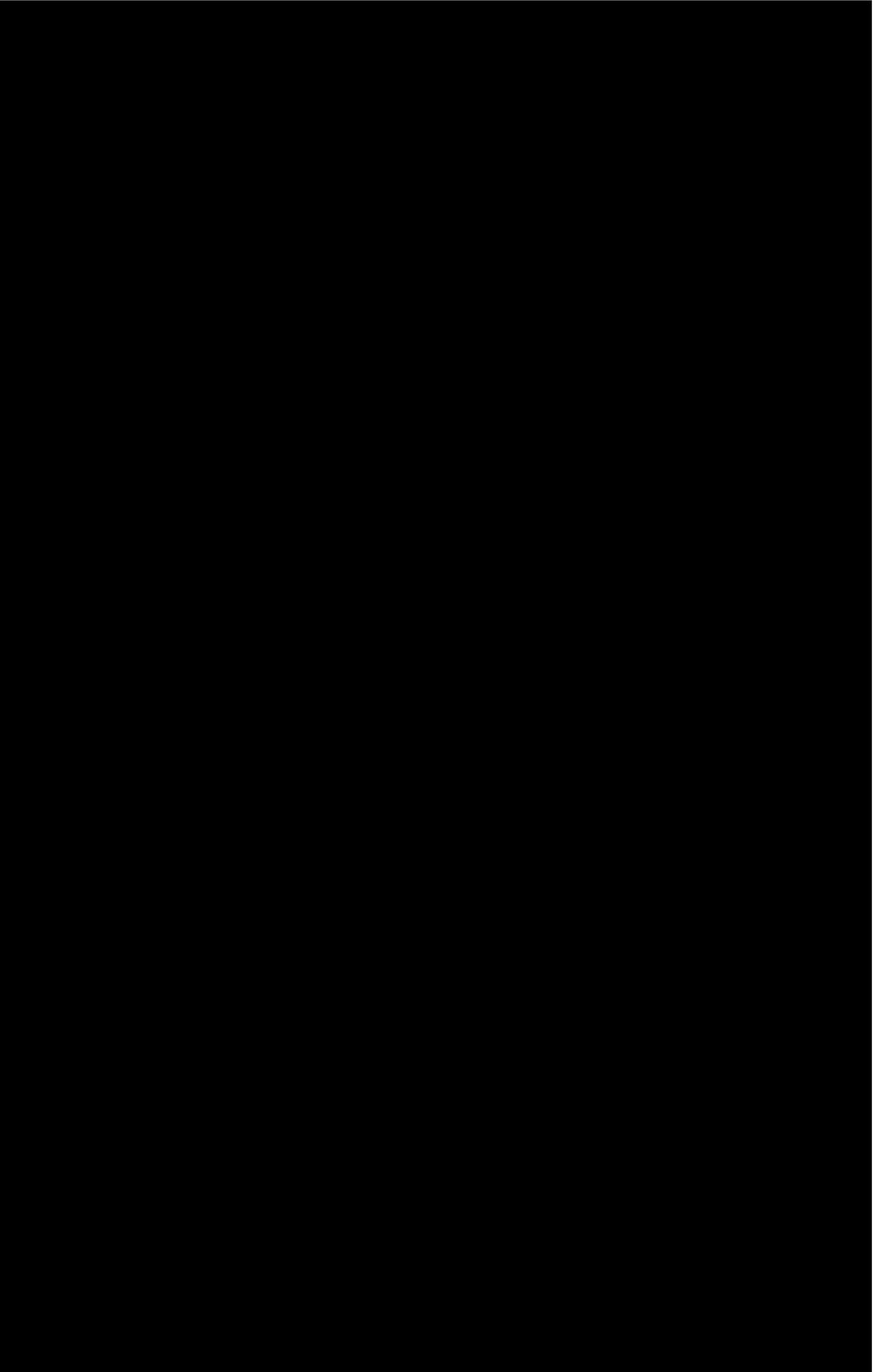


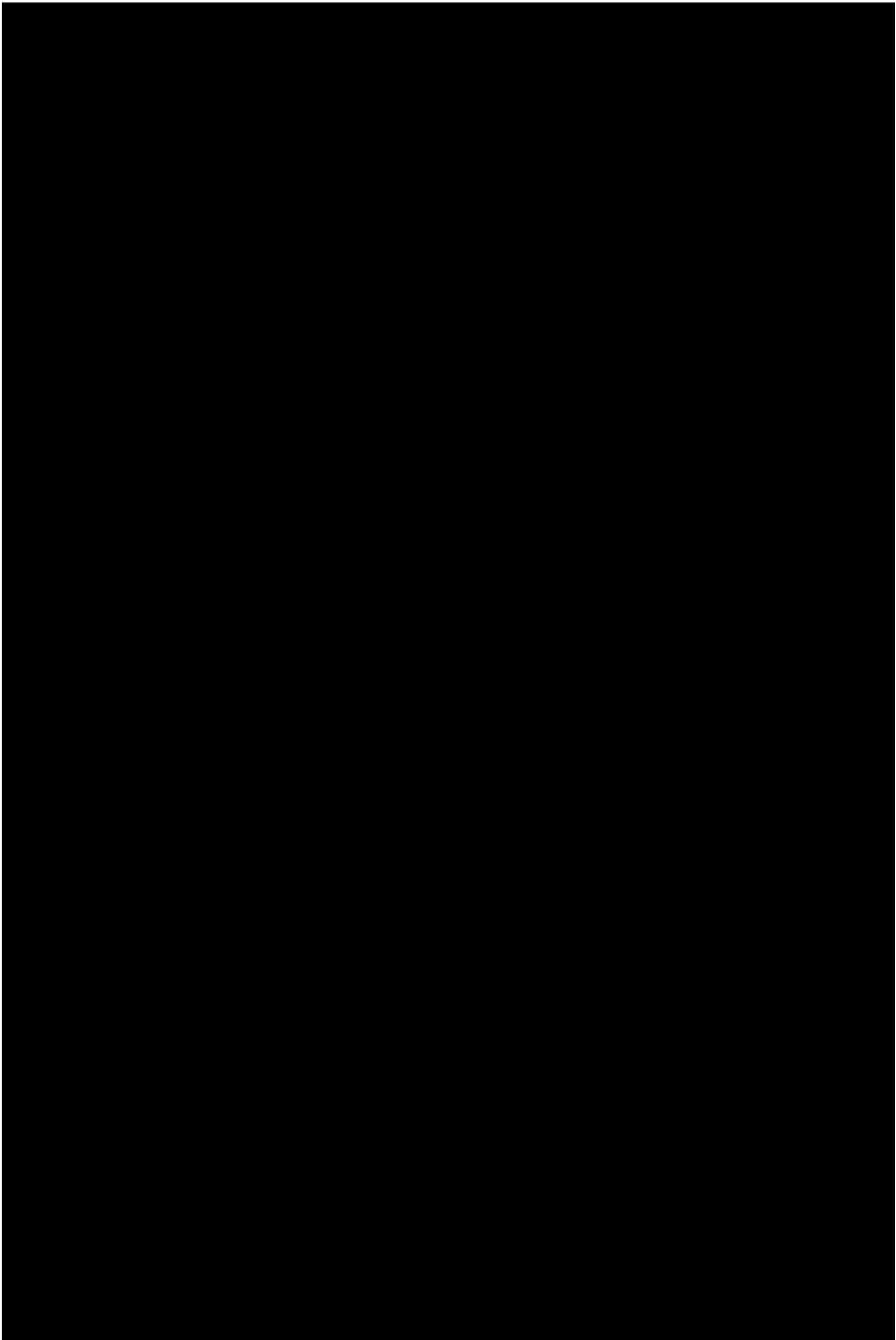


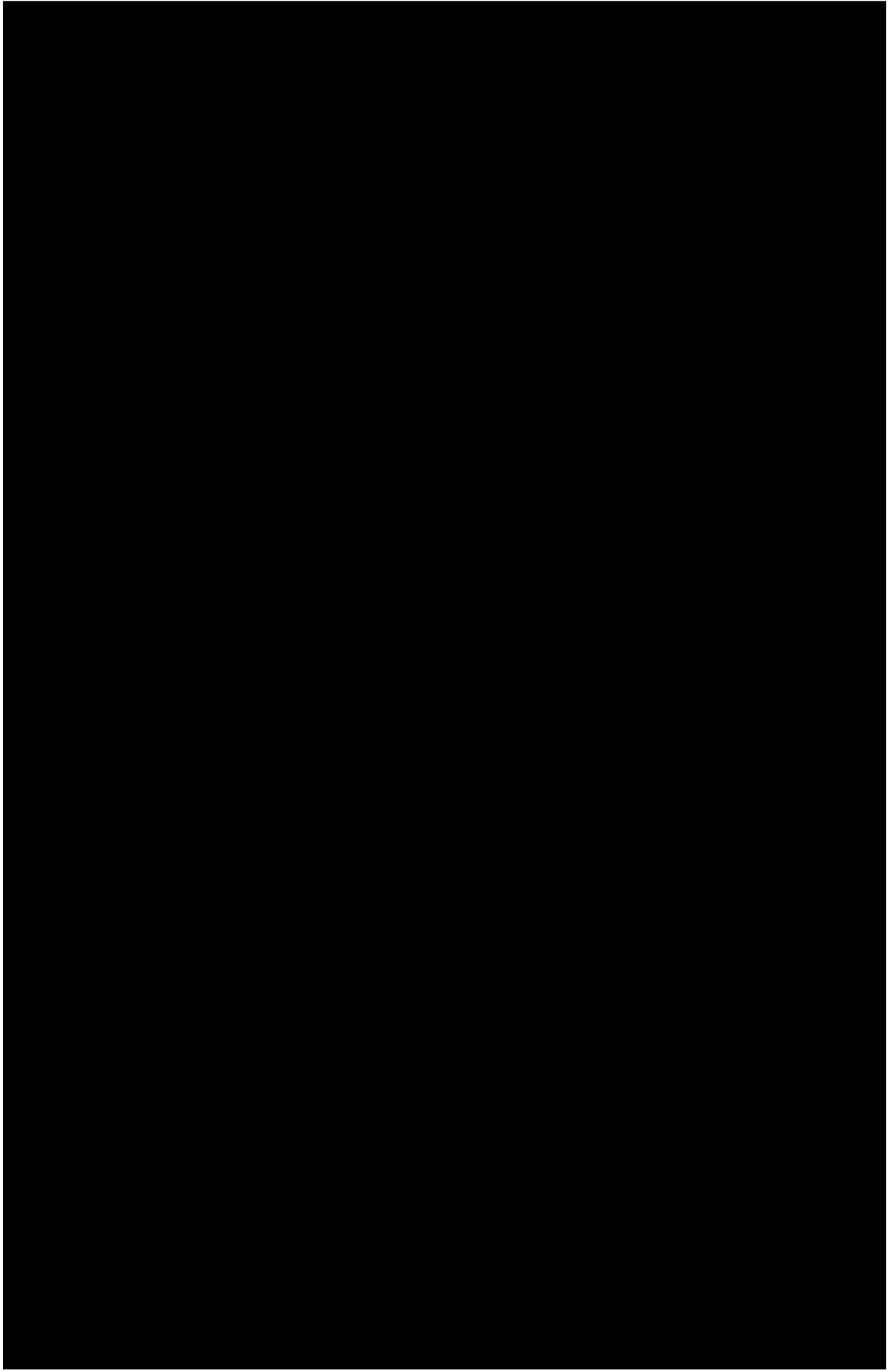


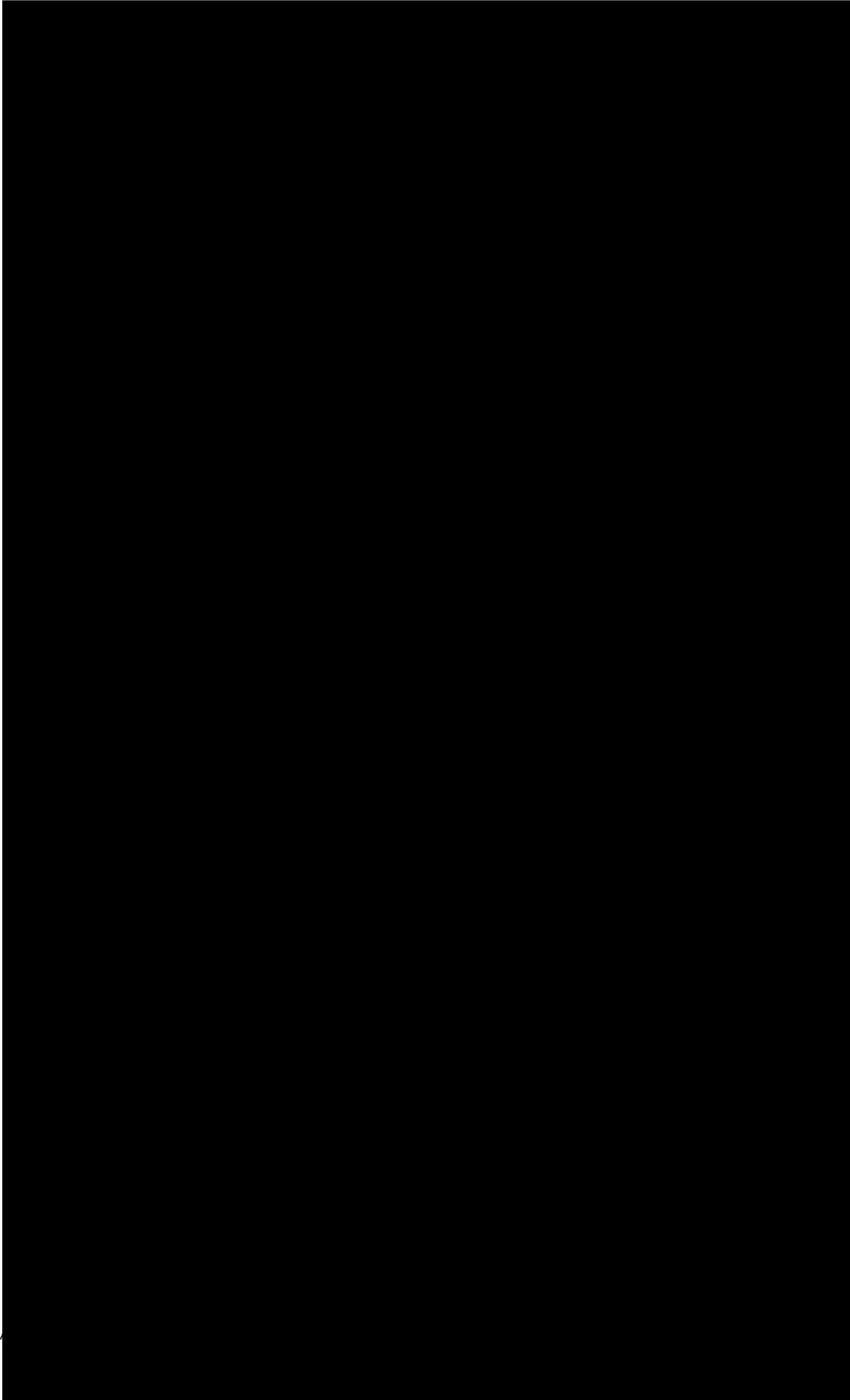


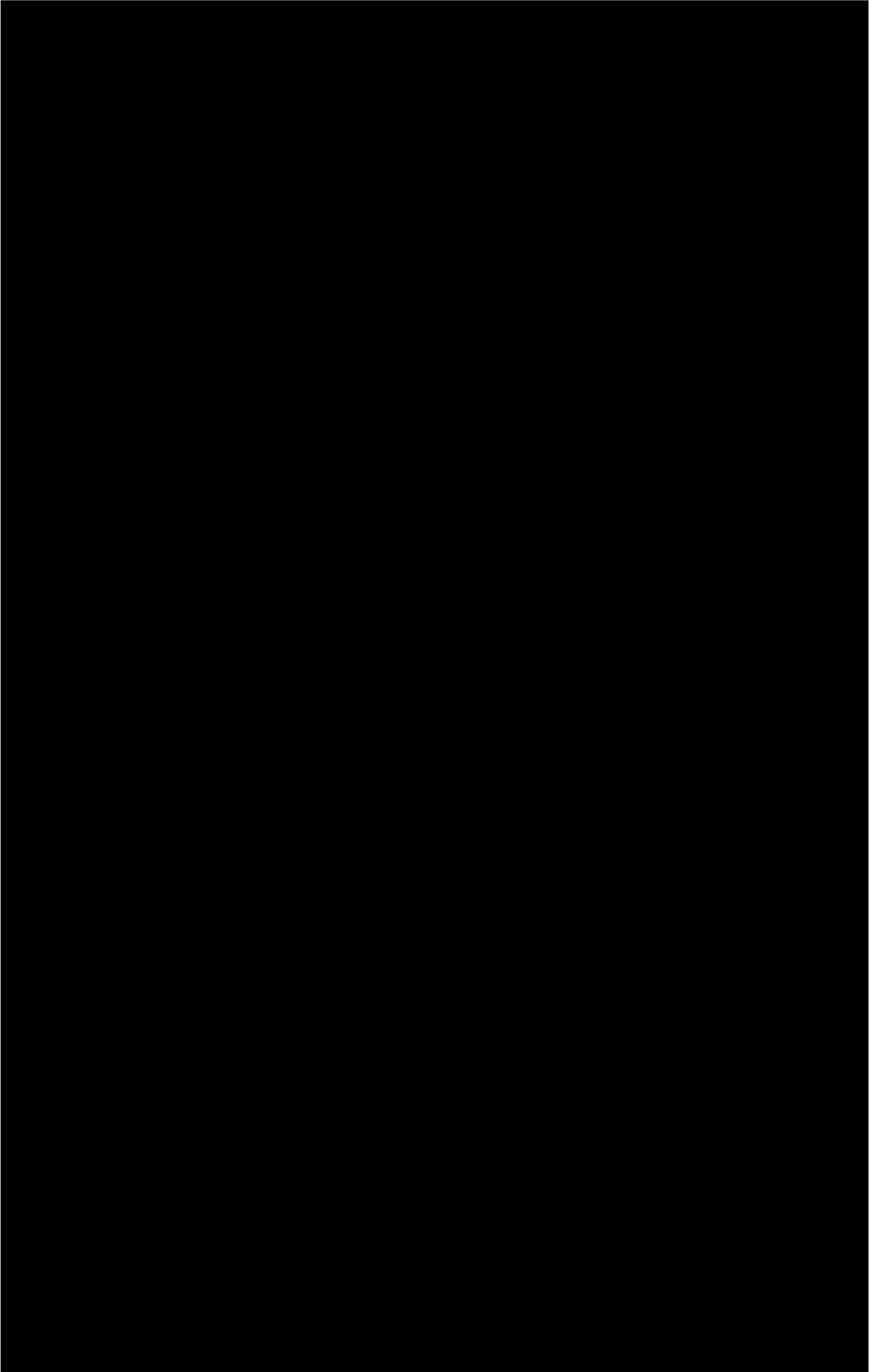


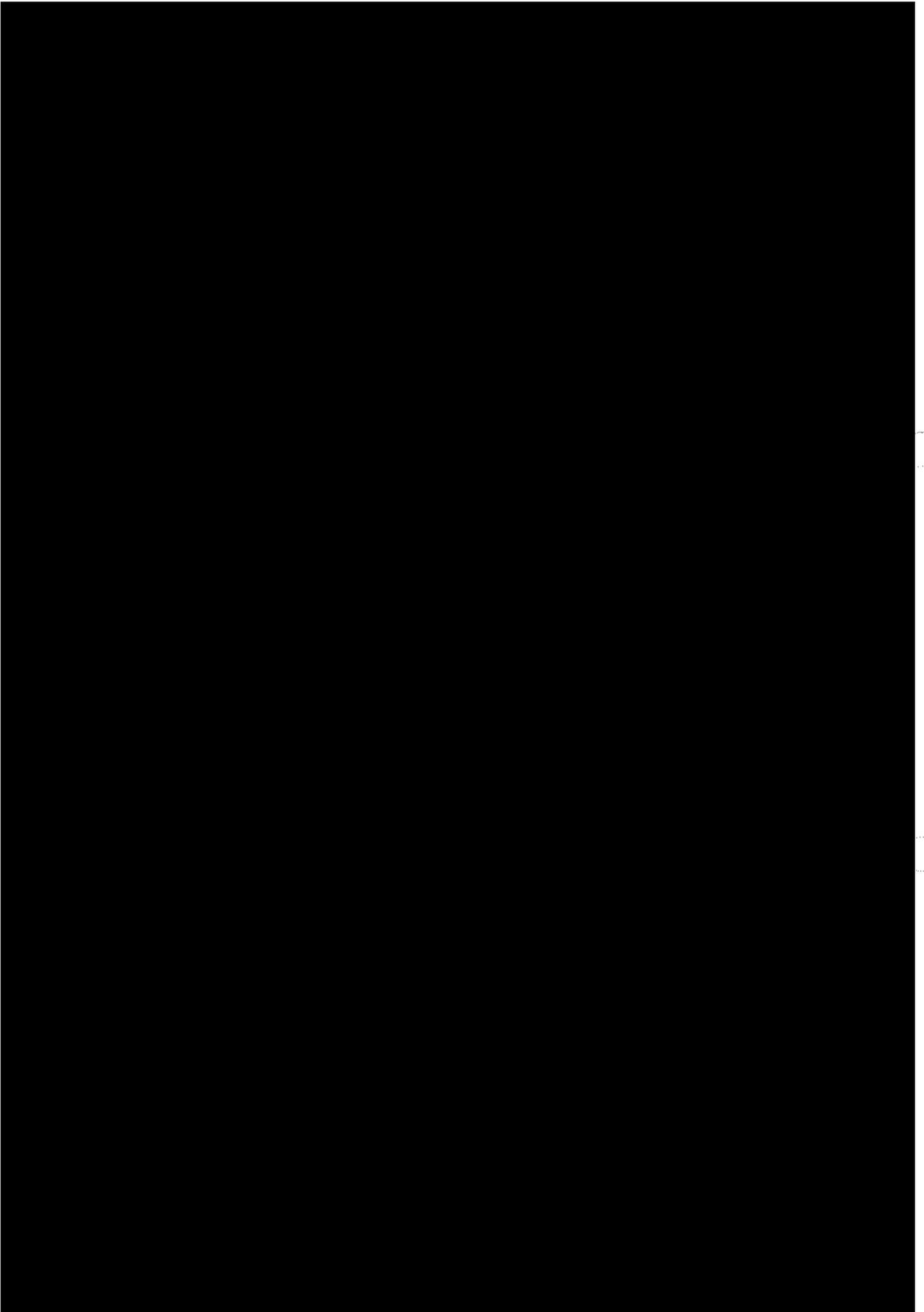


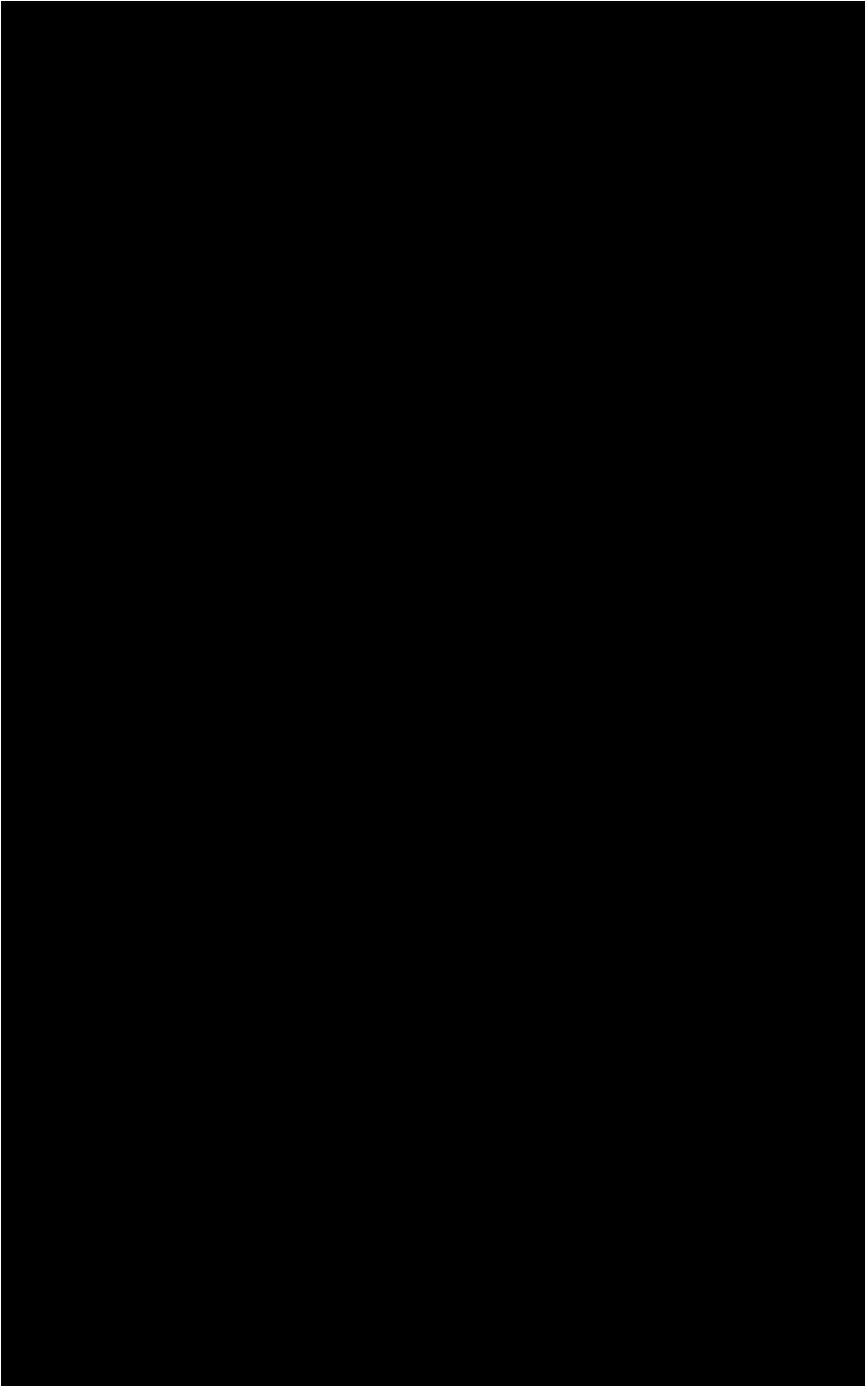


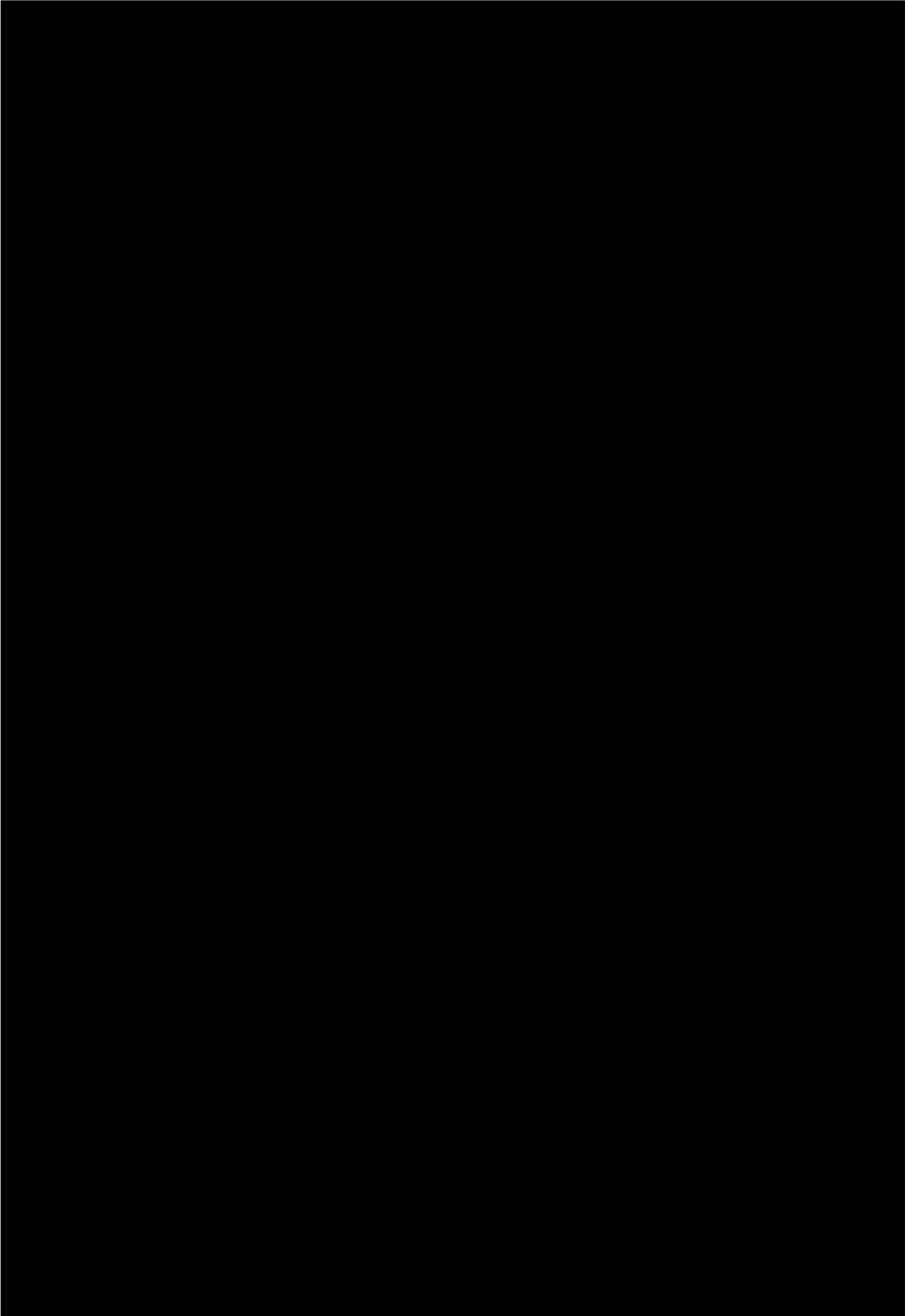


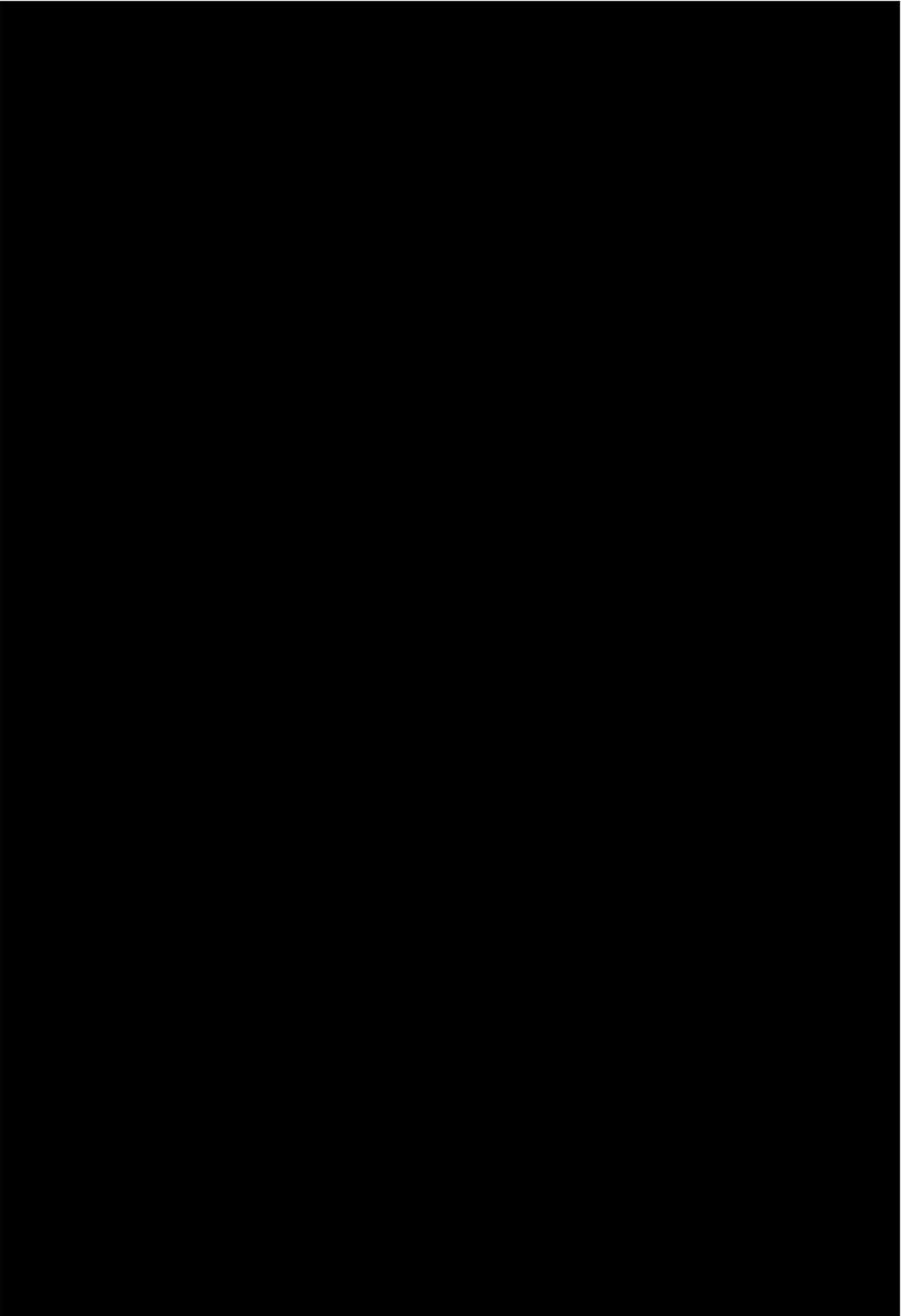


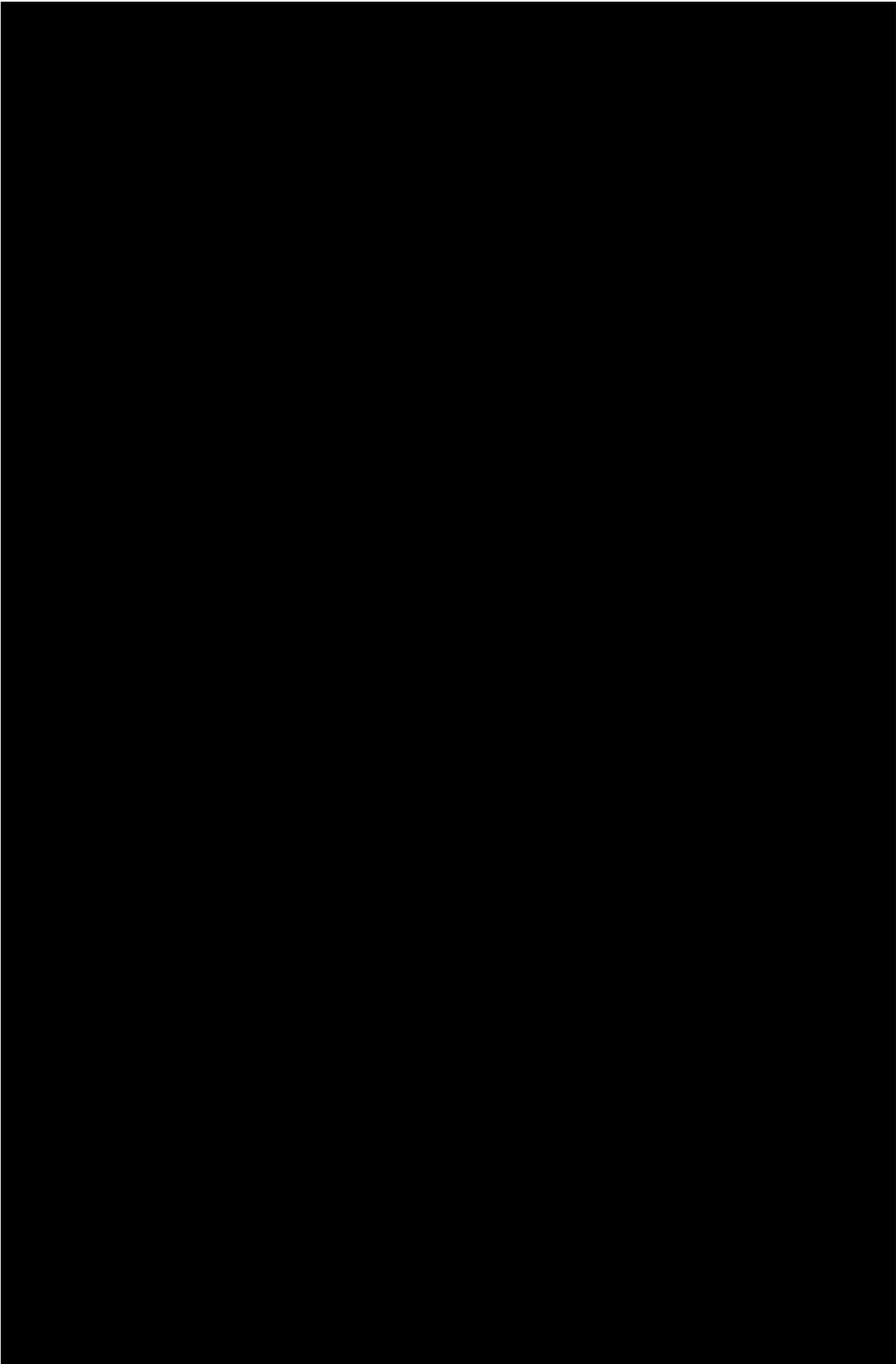


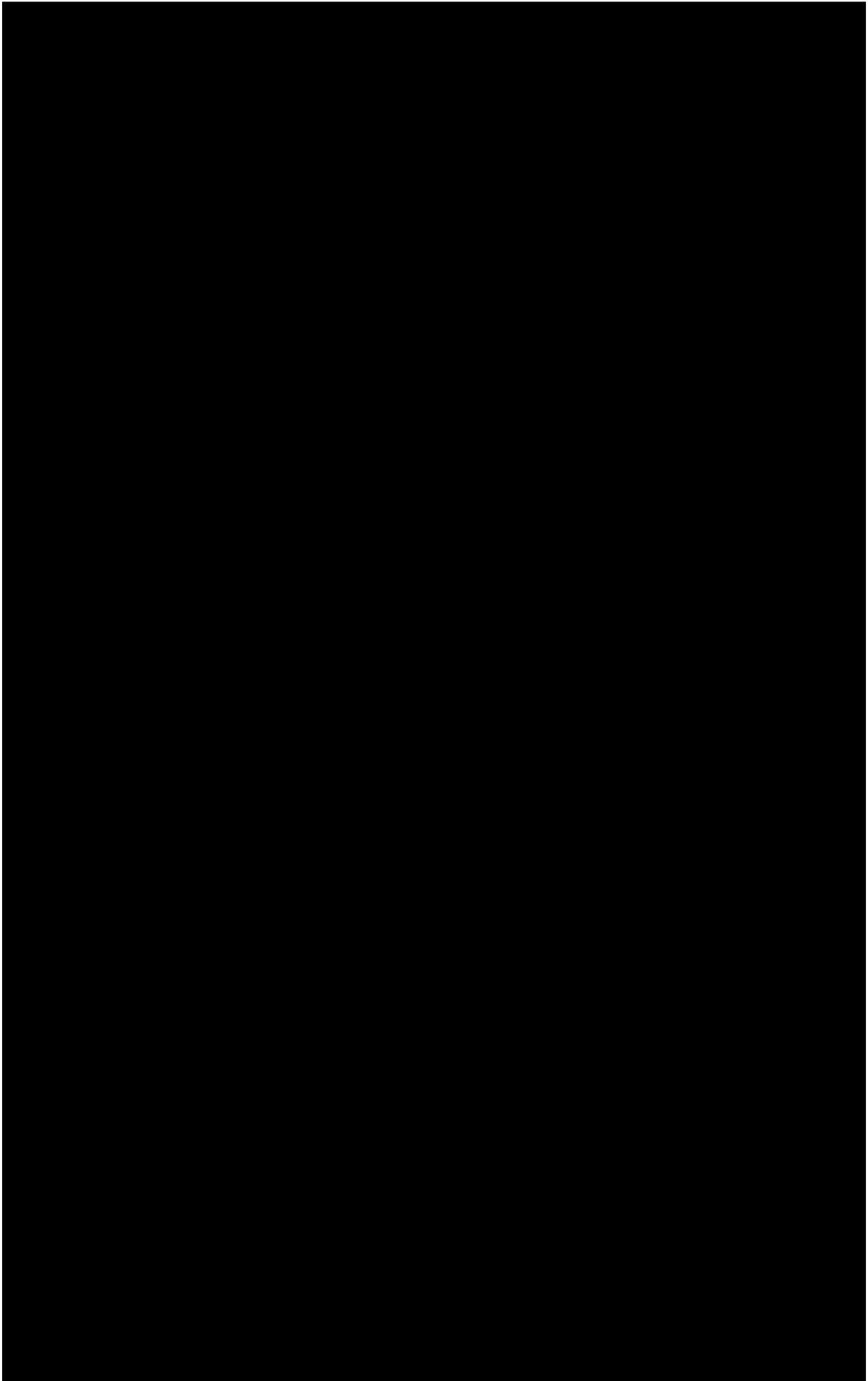


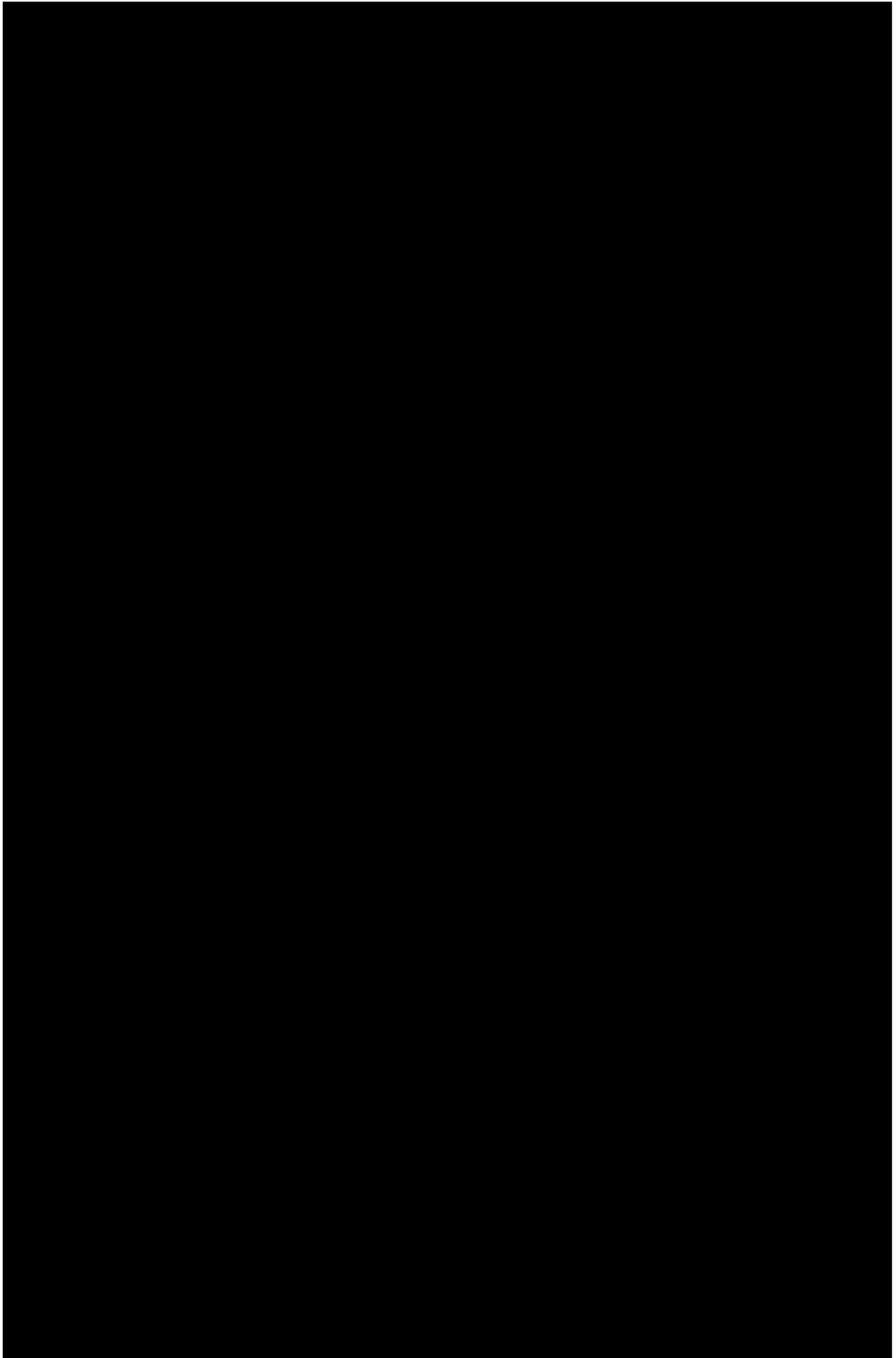


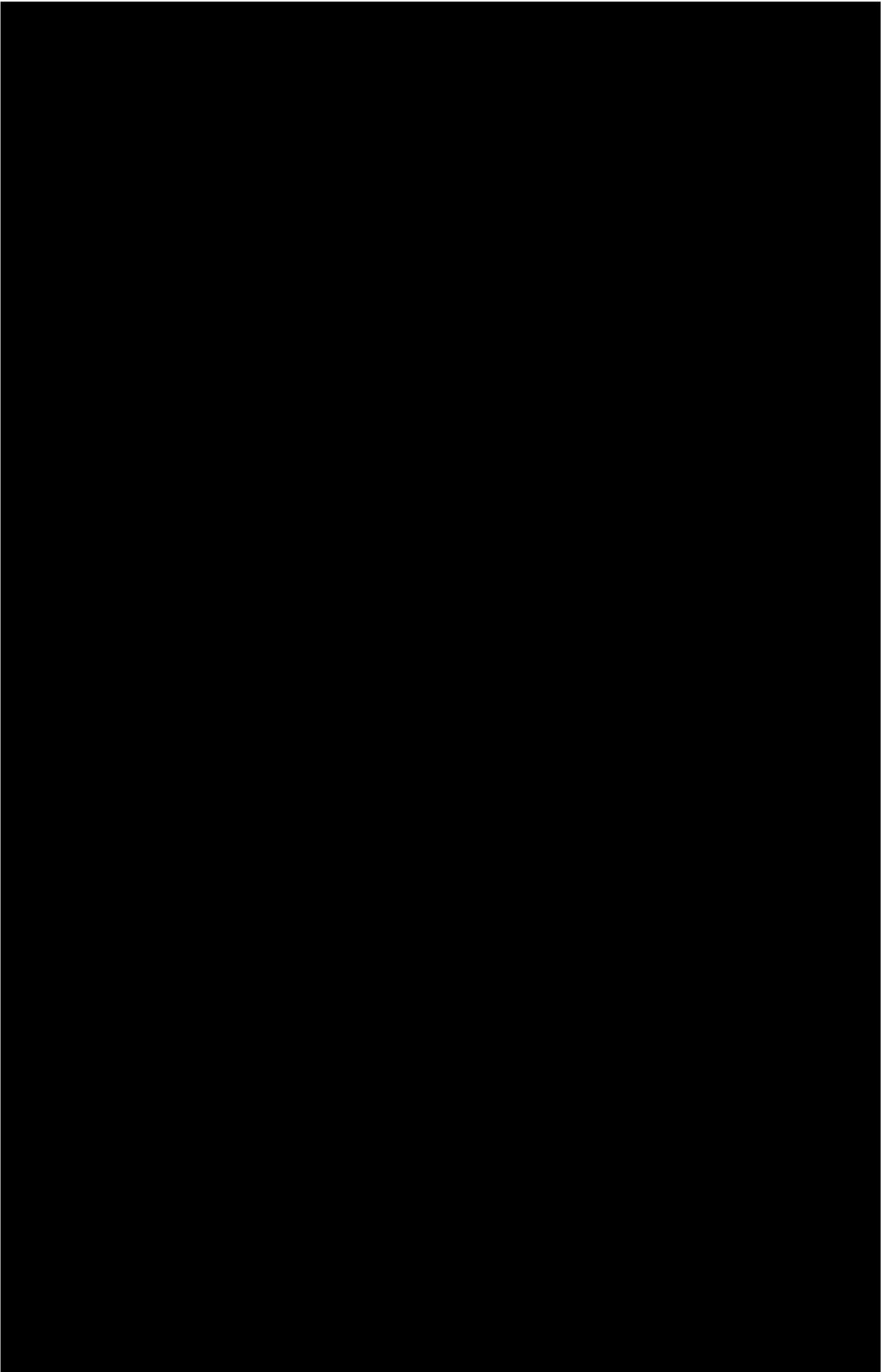


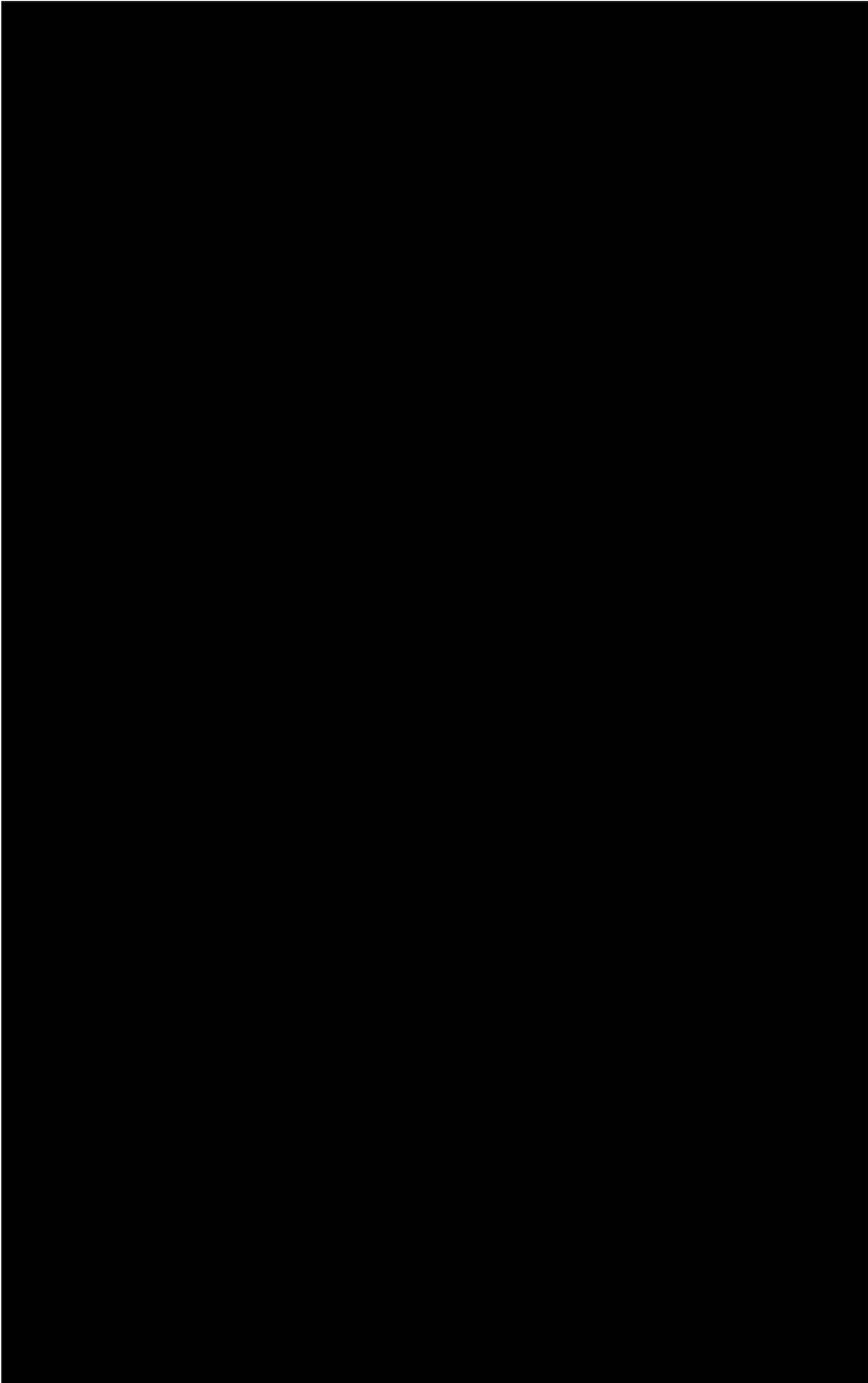


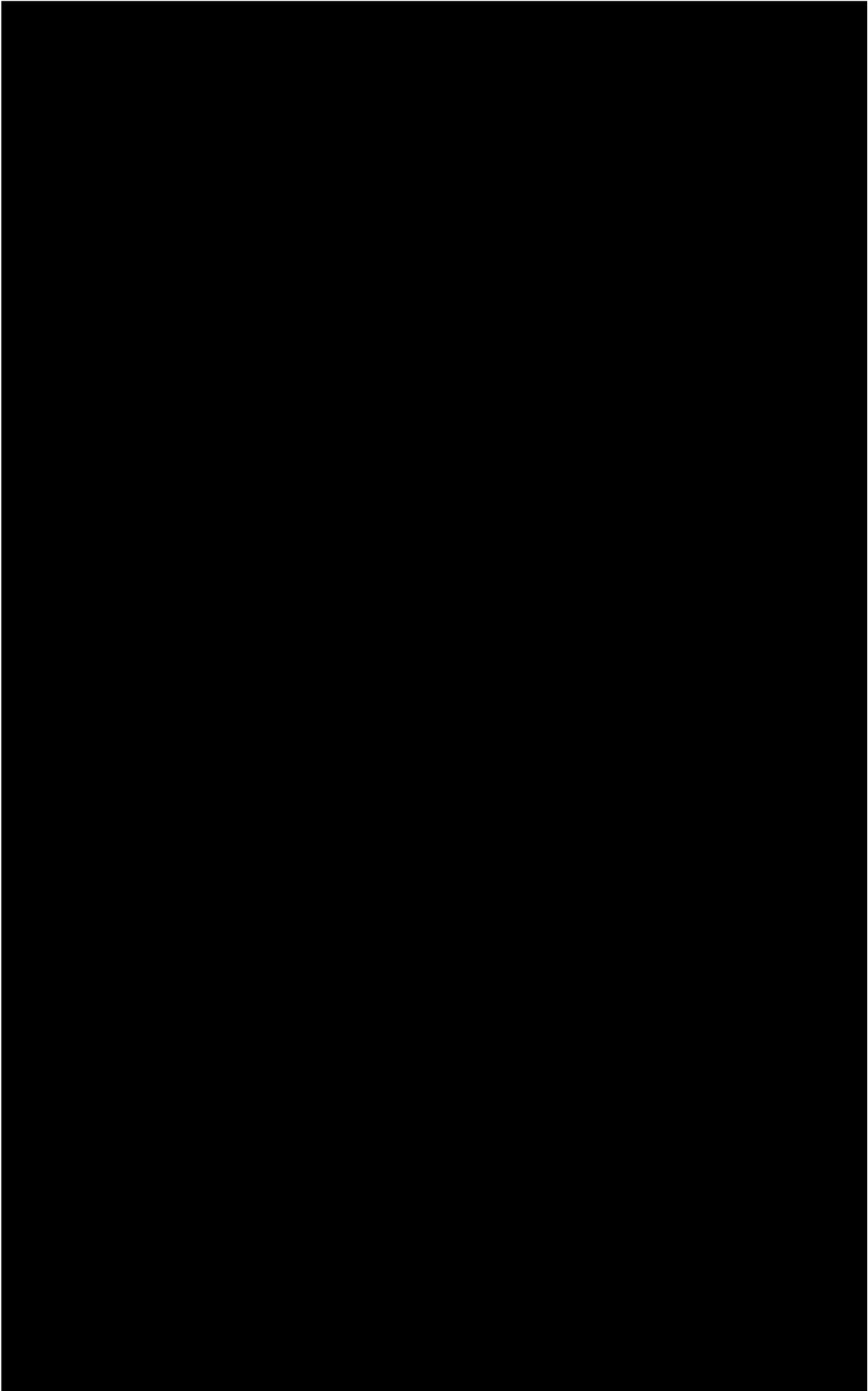


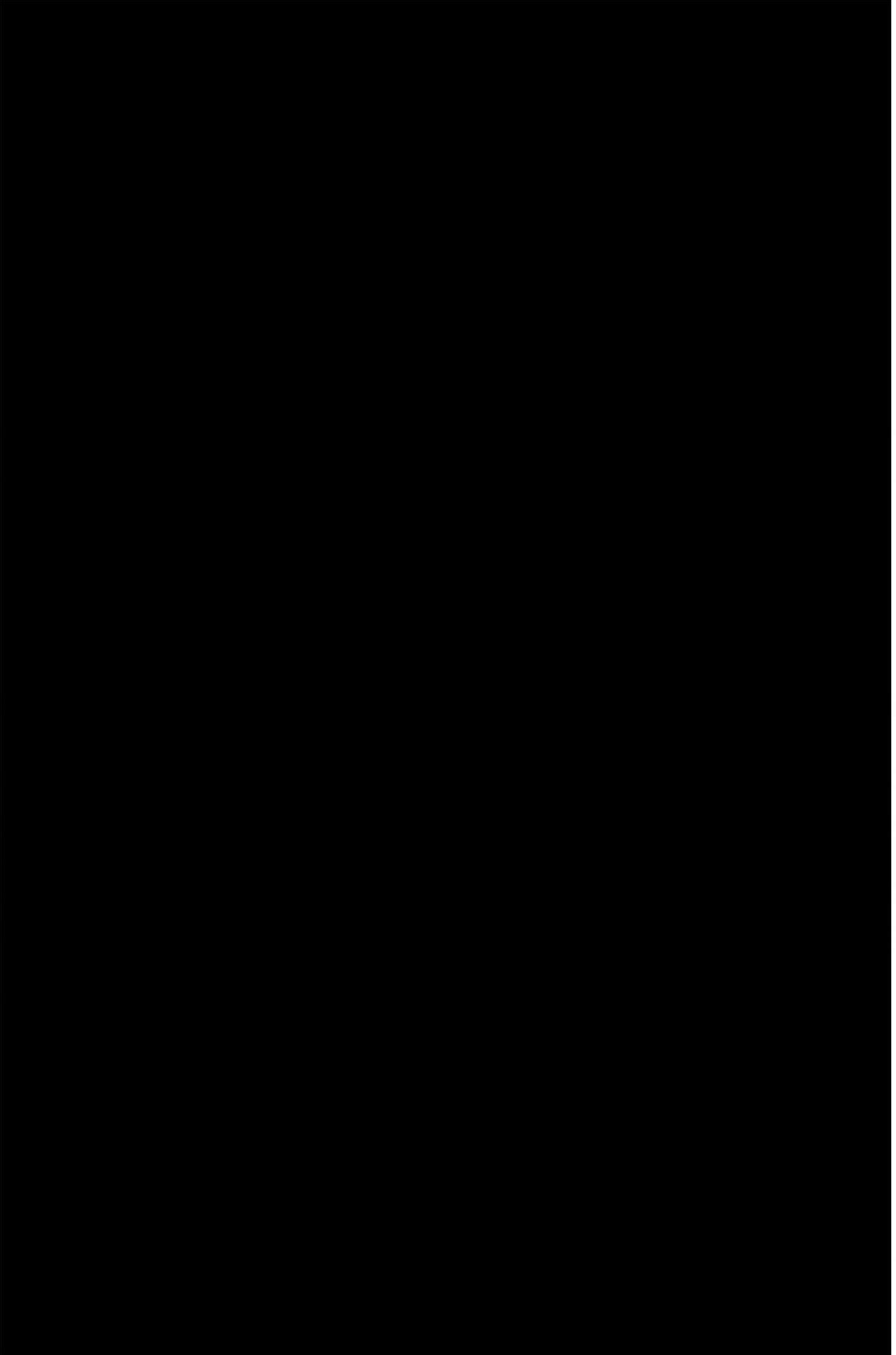


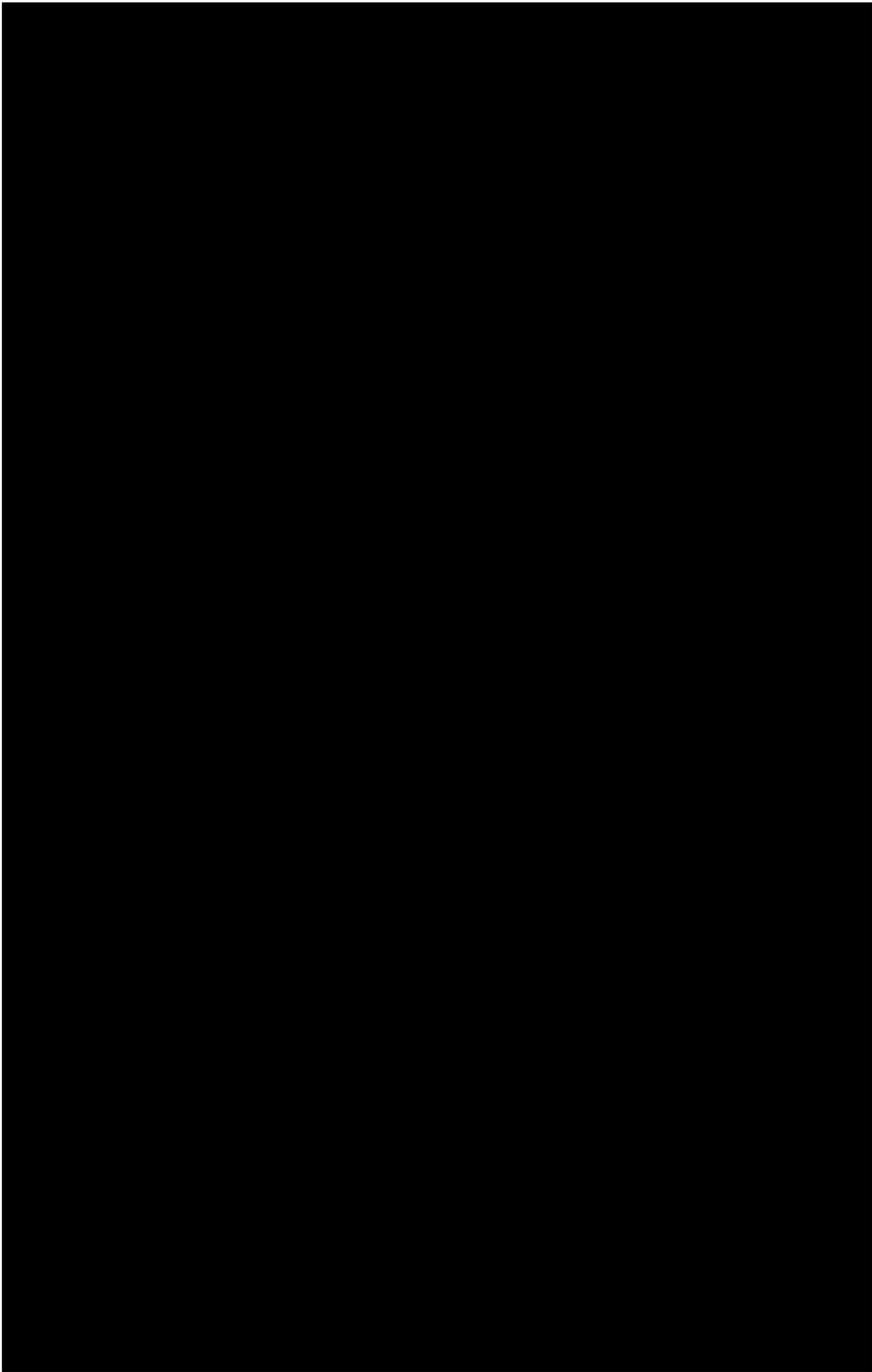




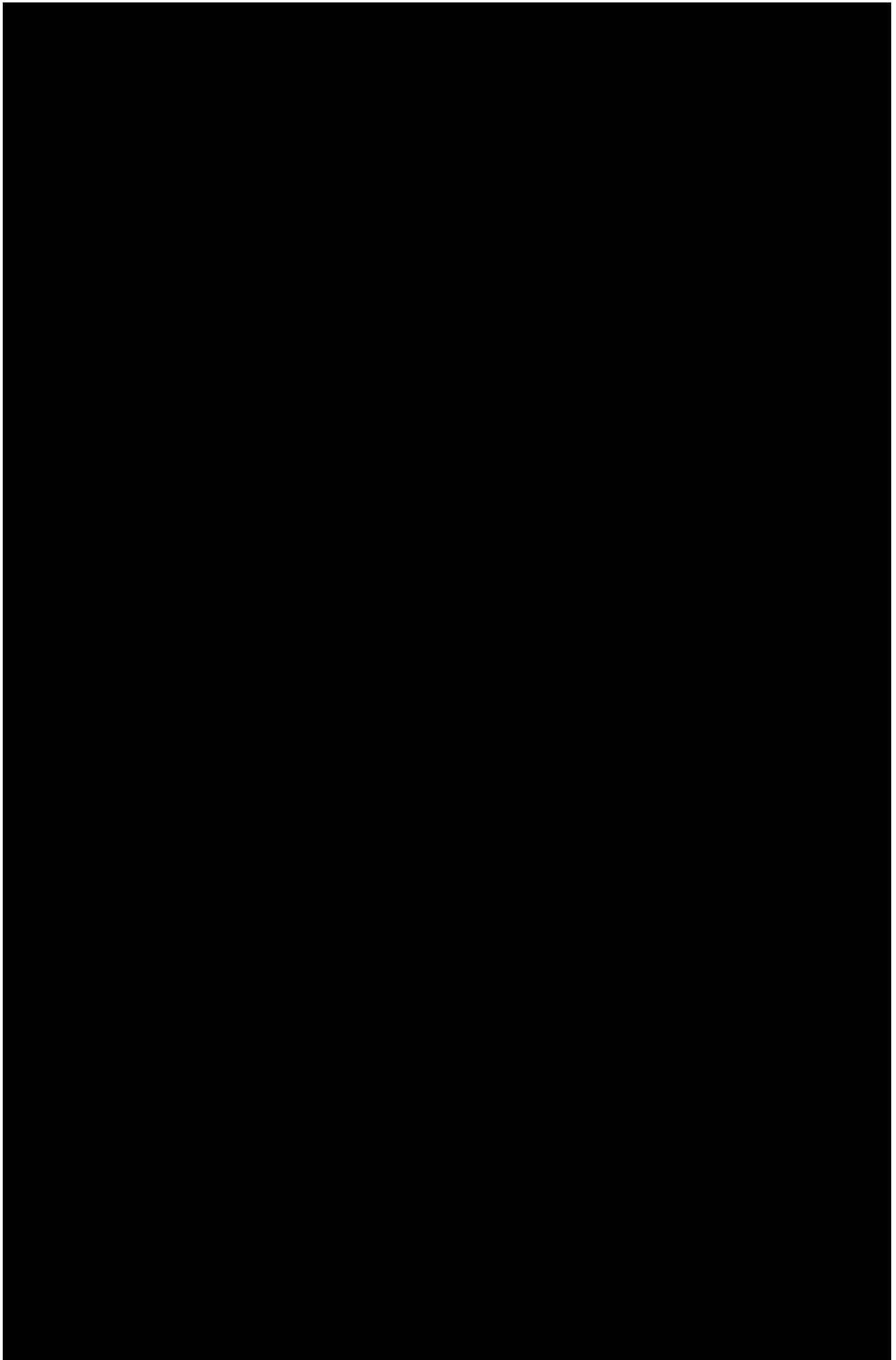


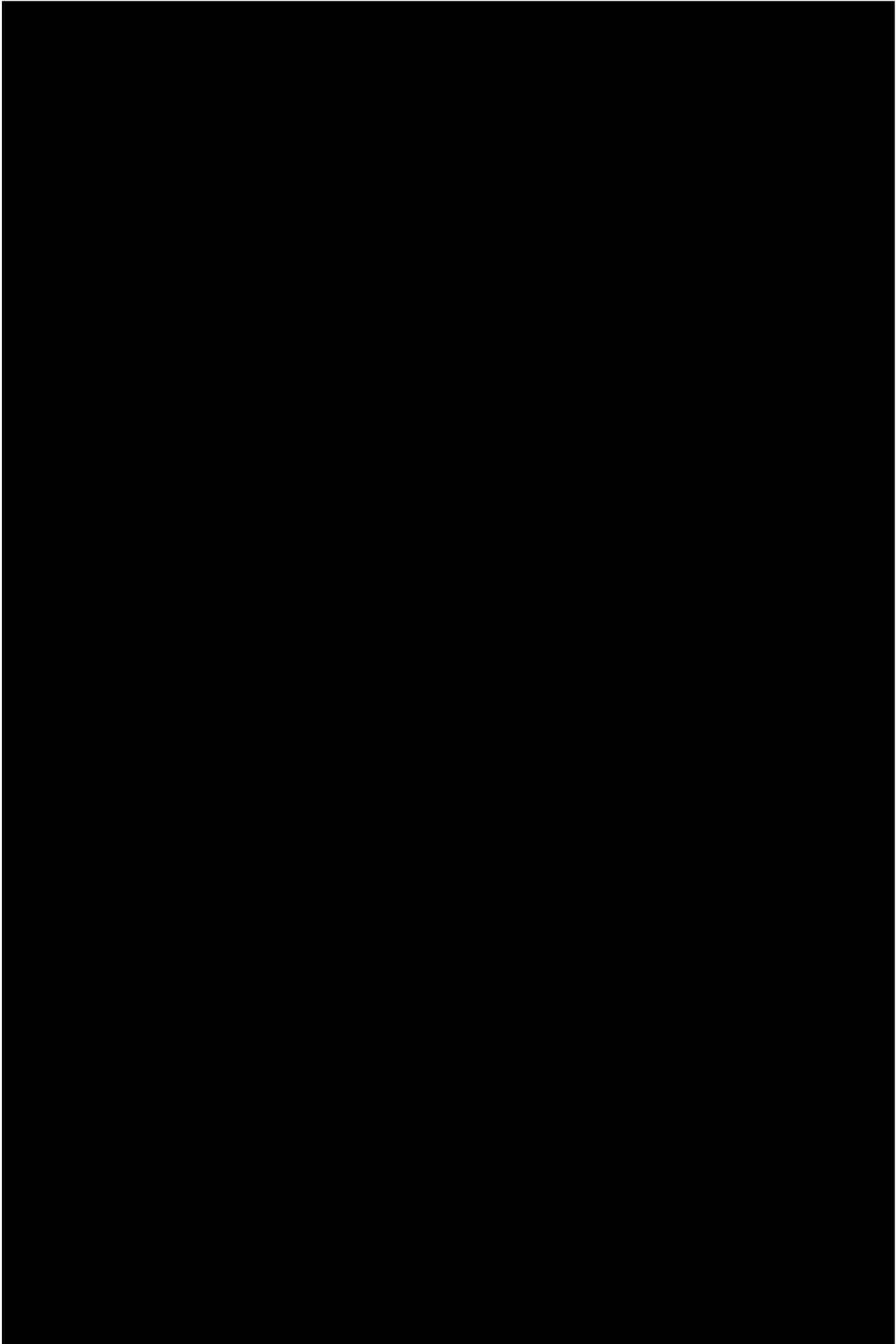


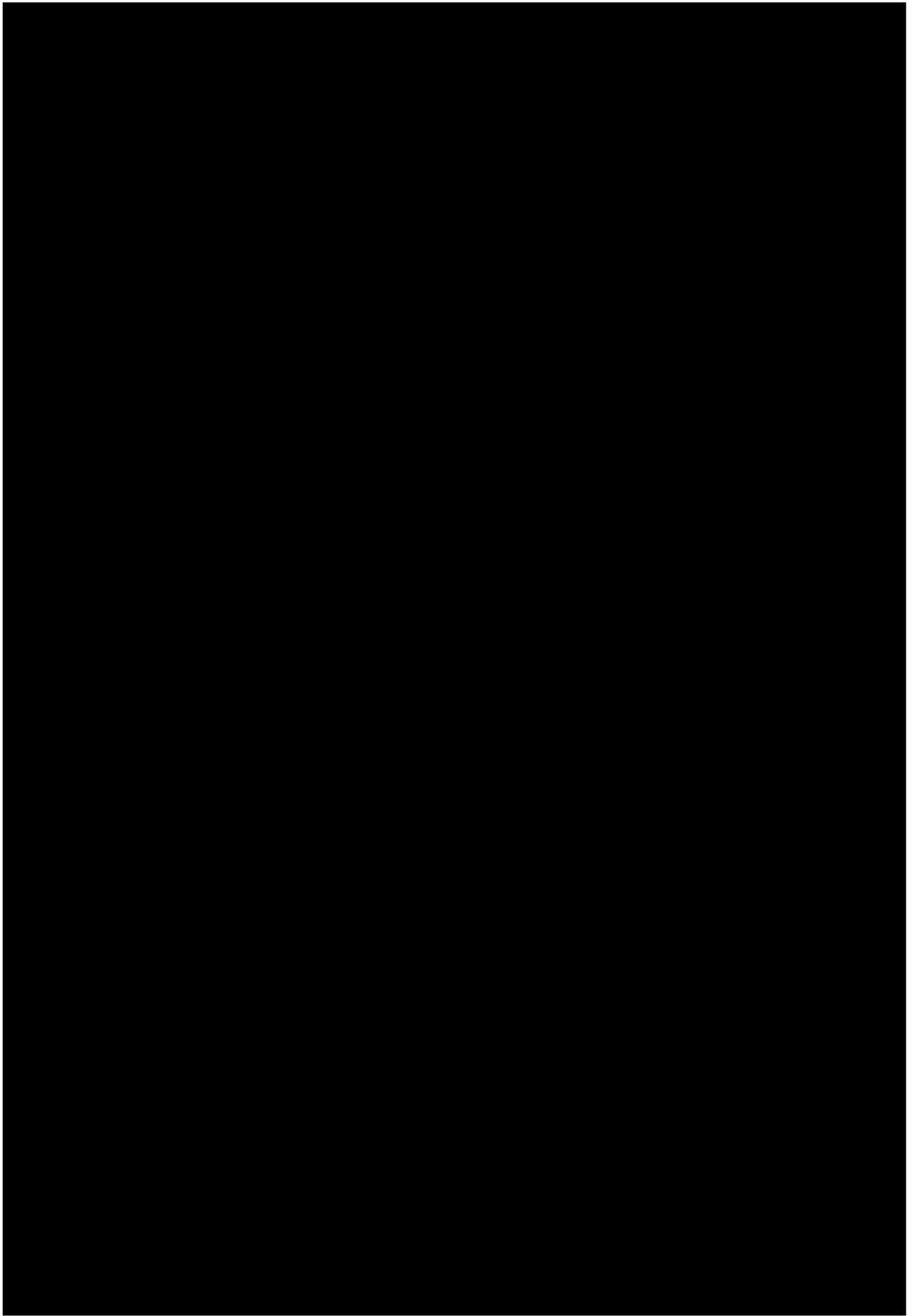


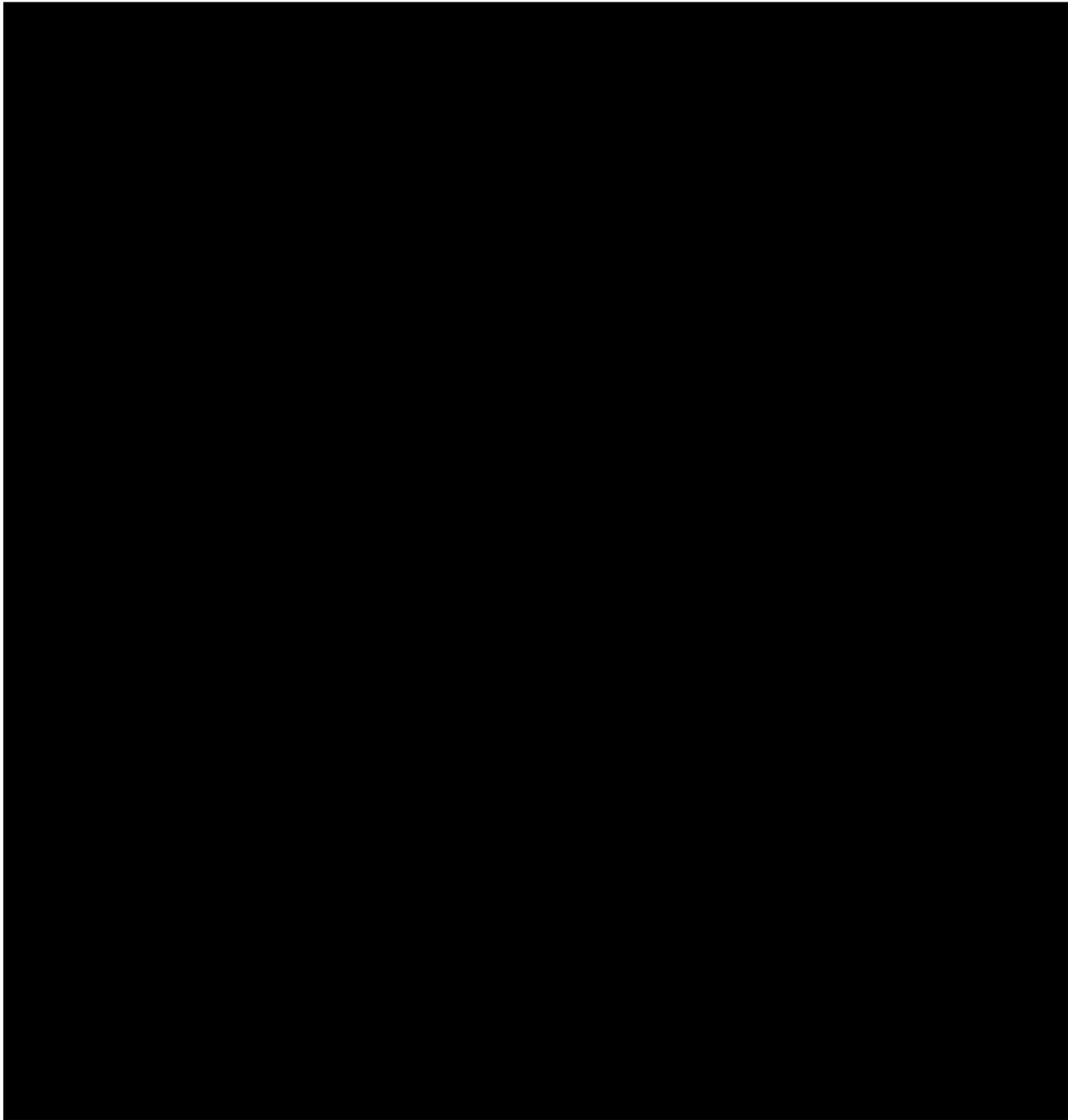








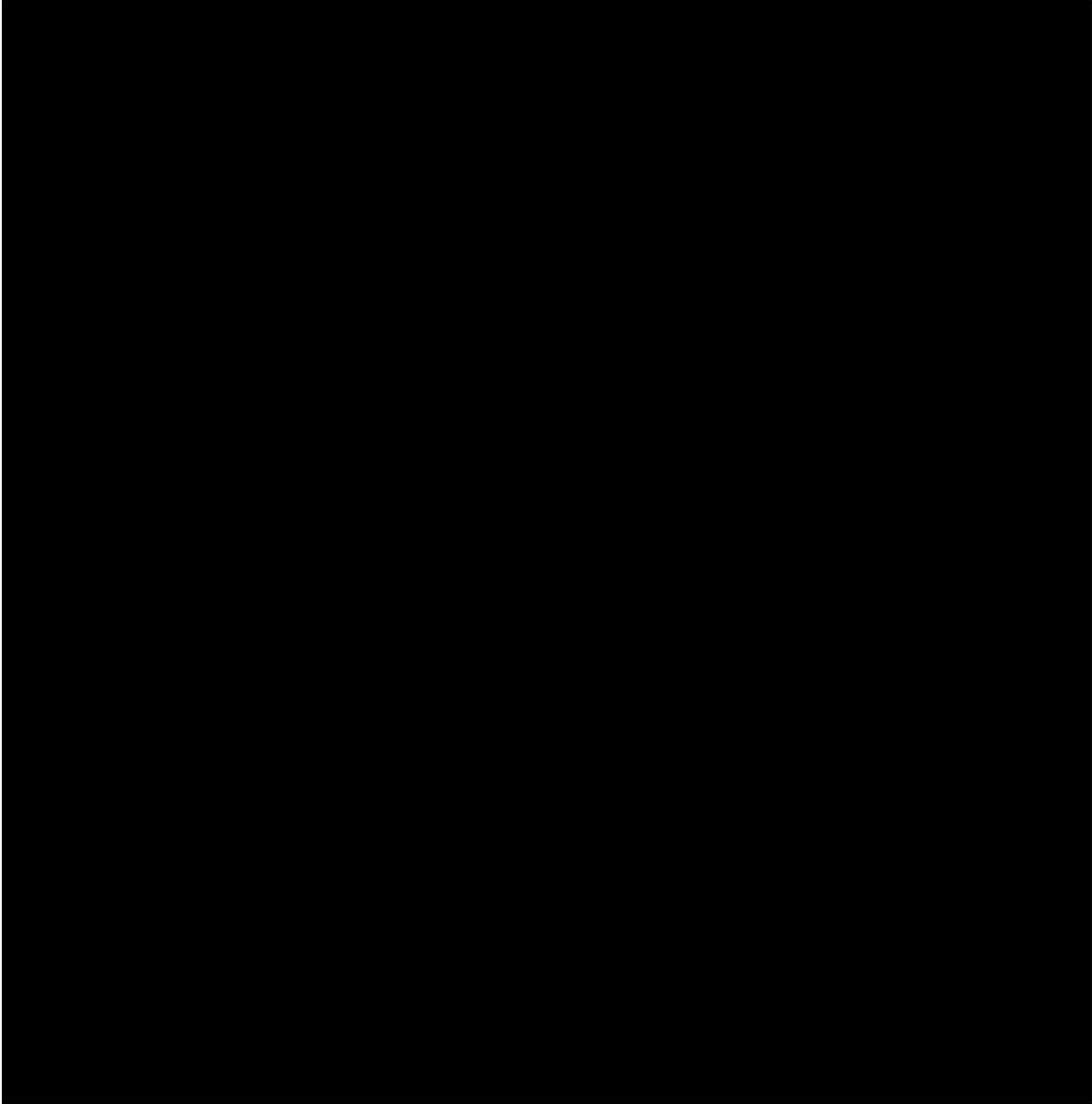


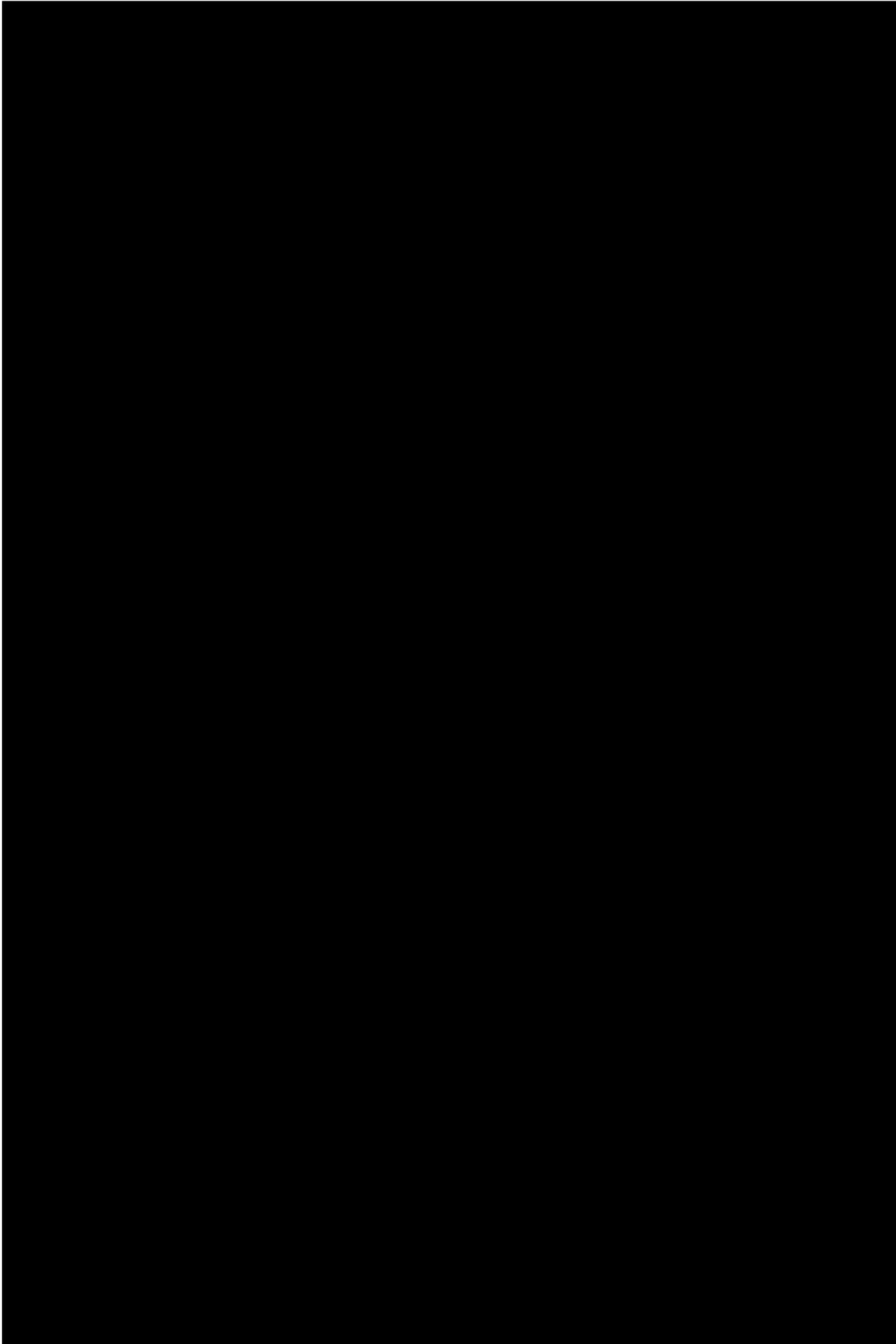


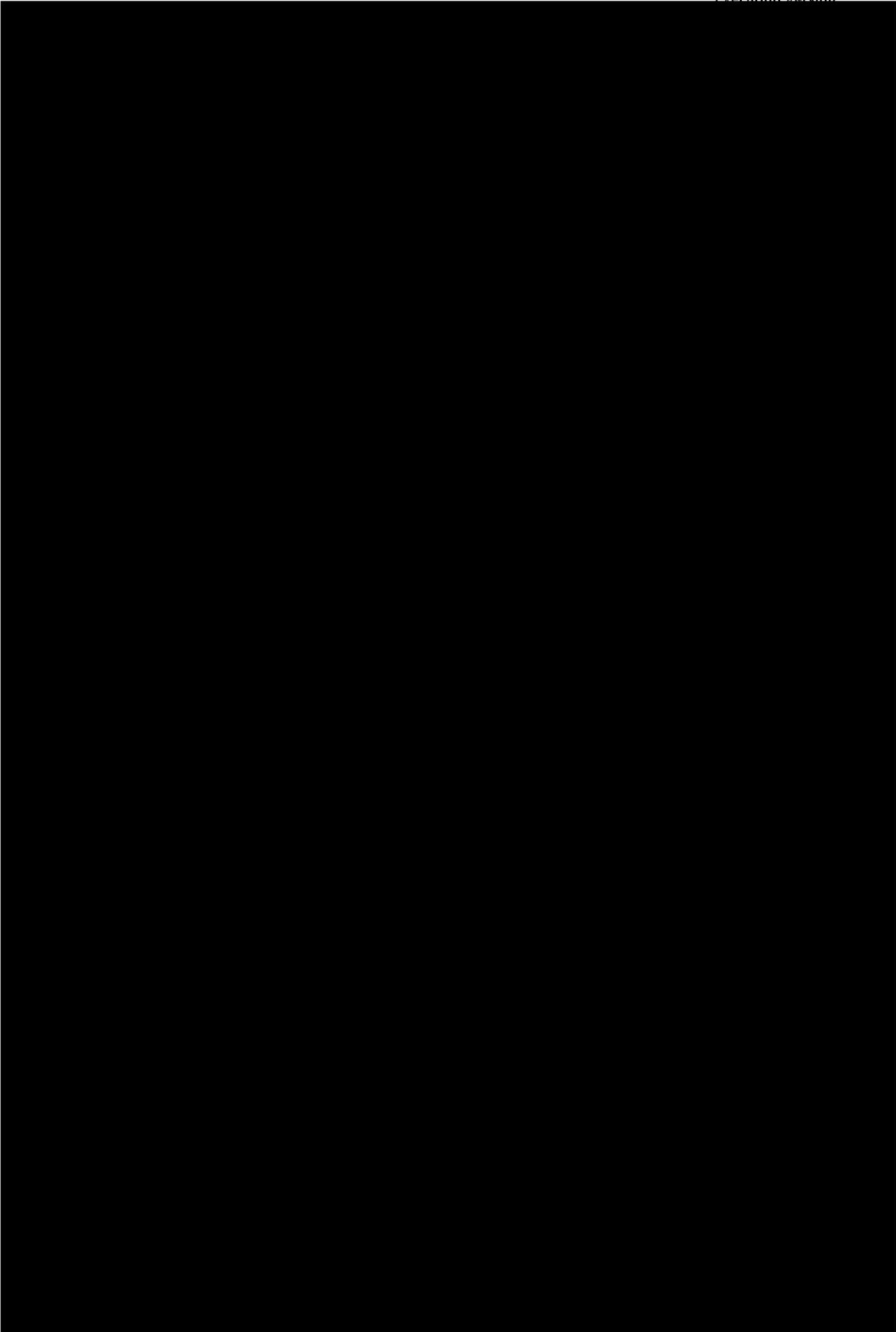
**SCHEDULE E10.** -

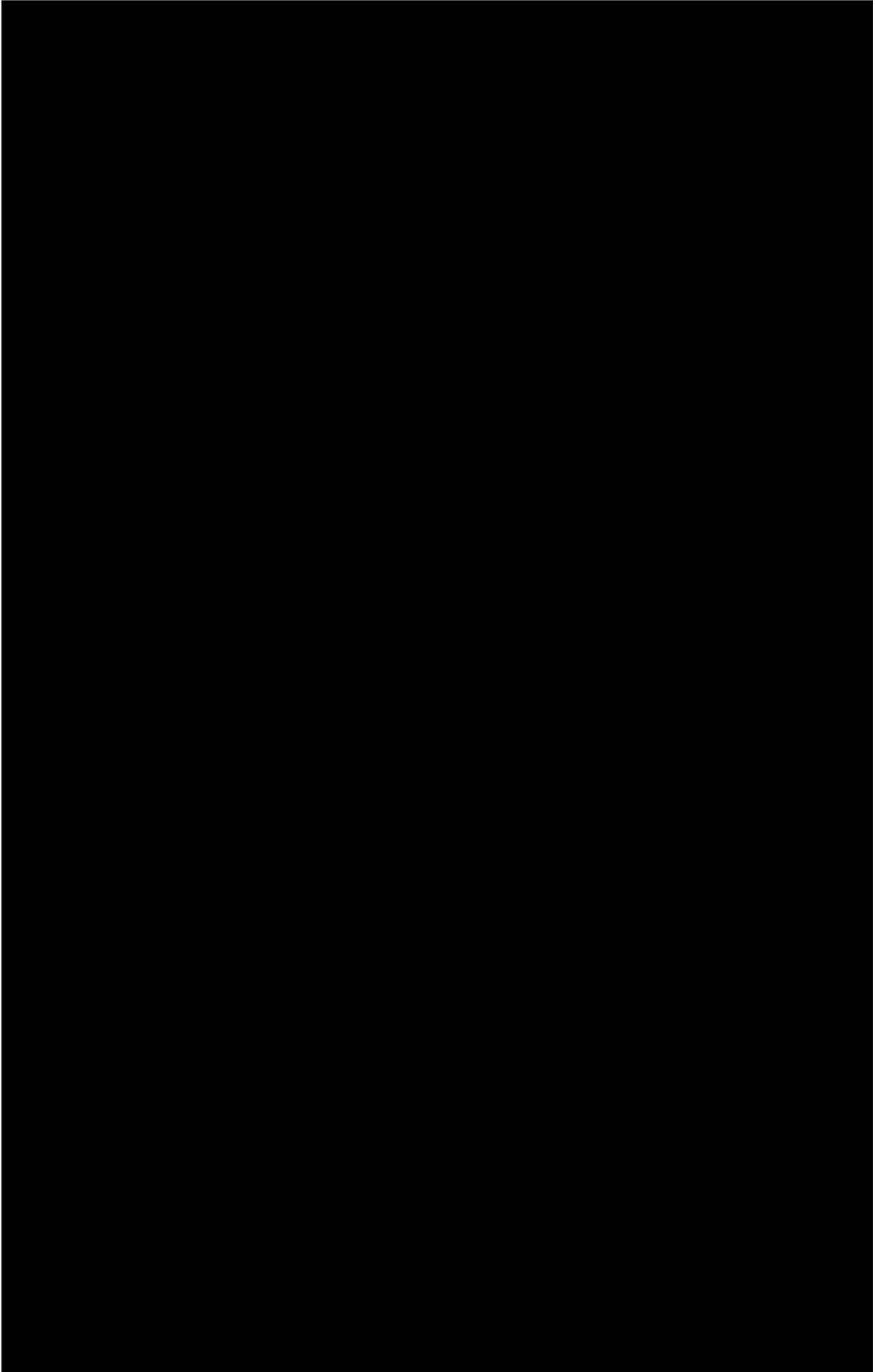


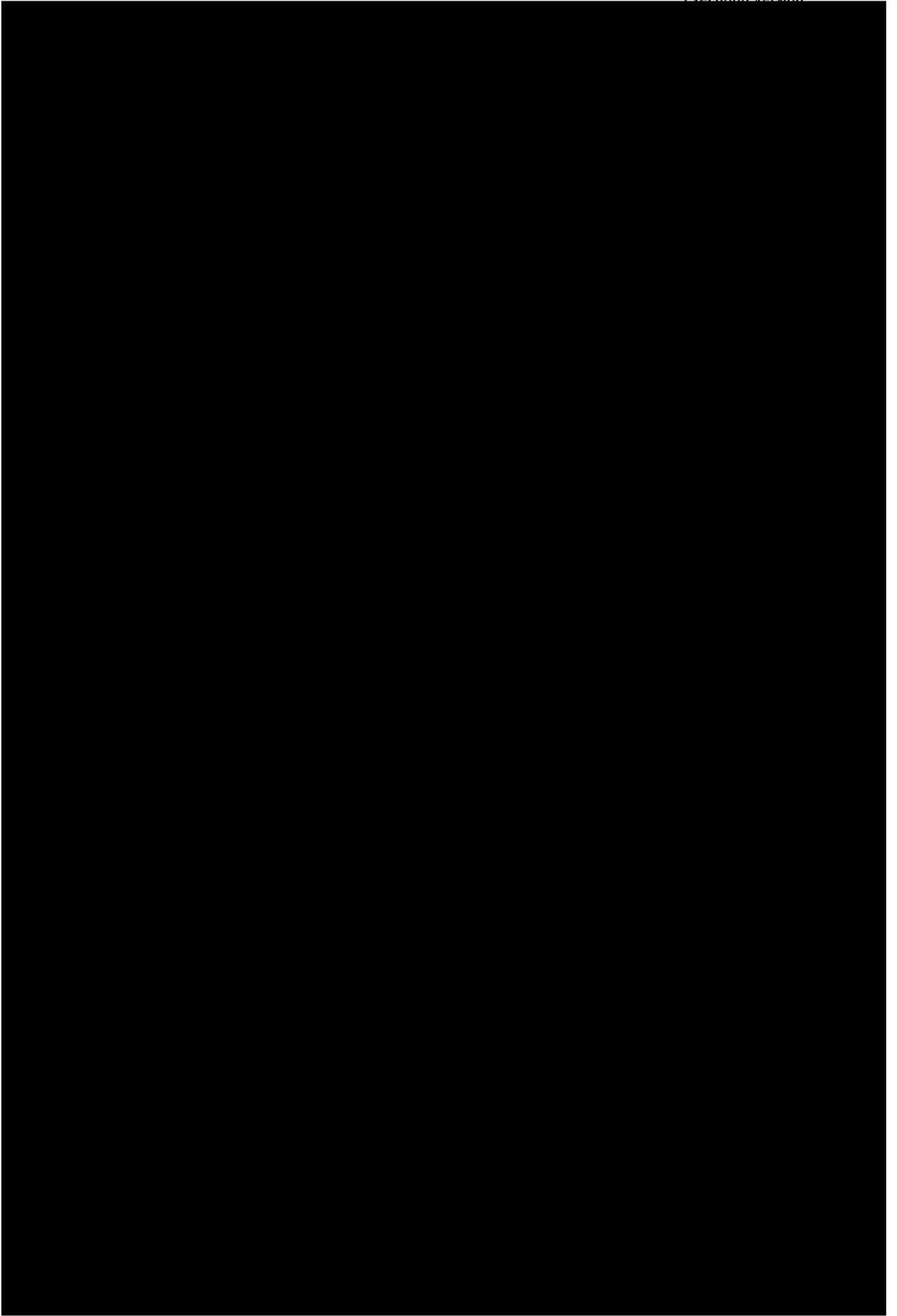
(Clause 38.4)

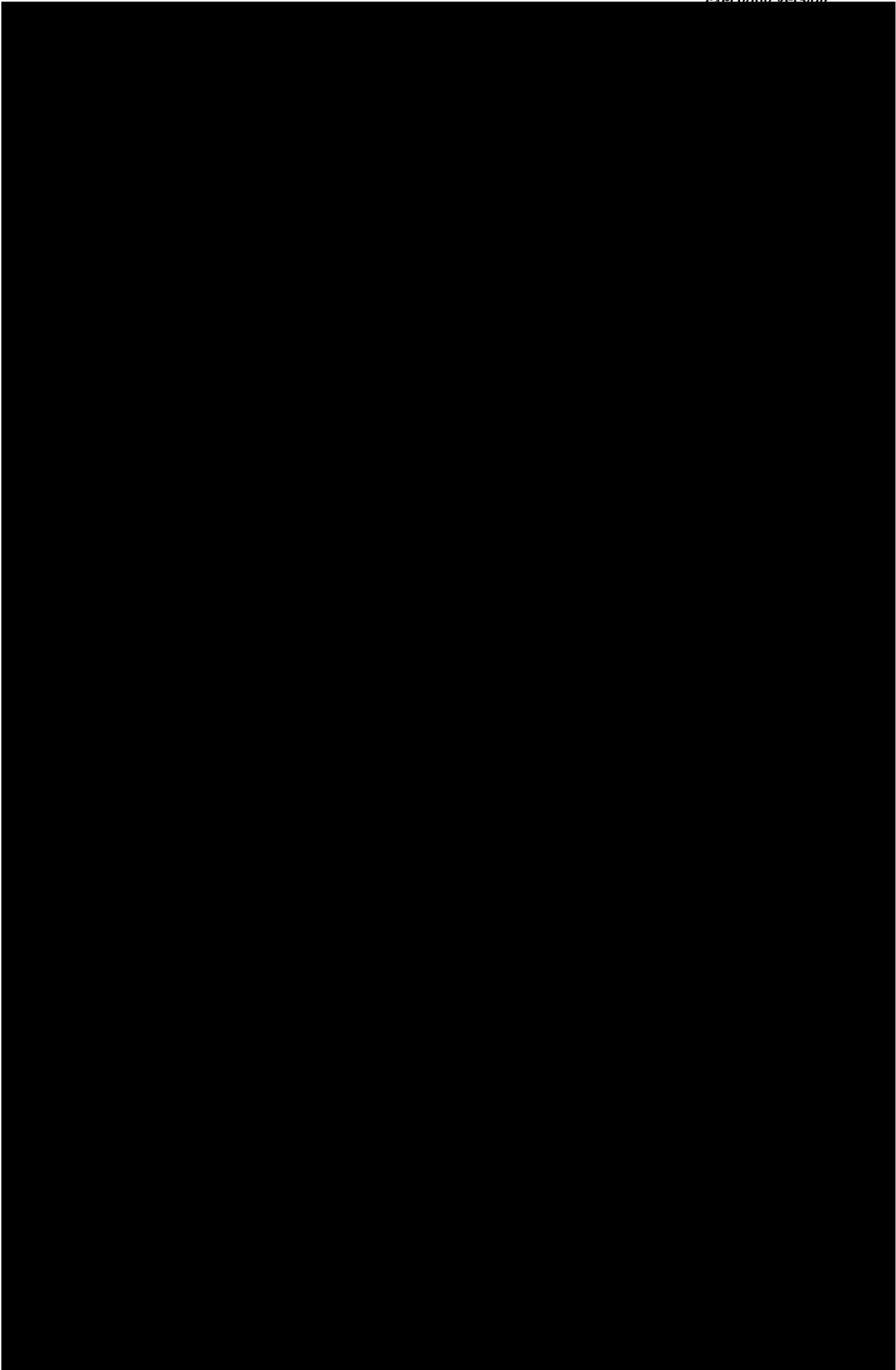








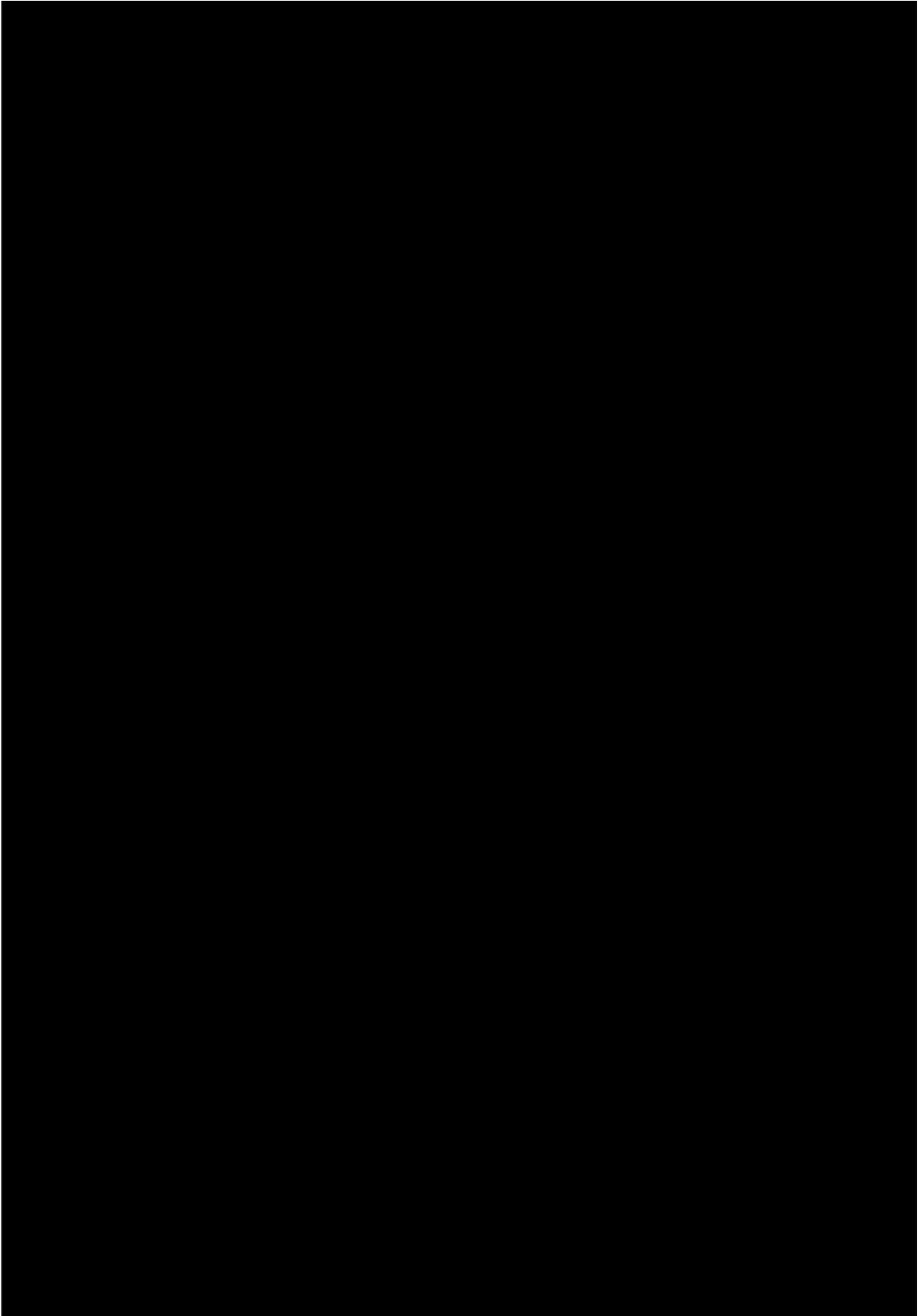


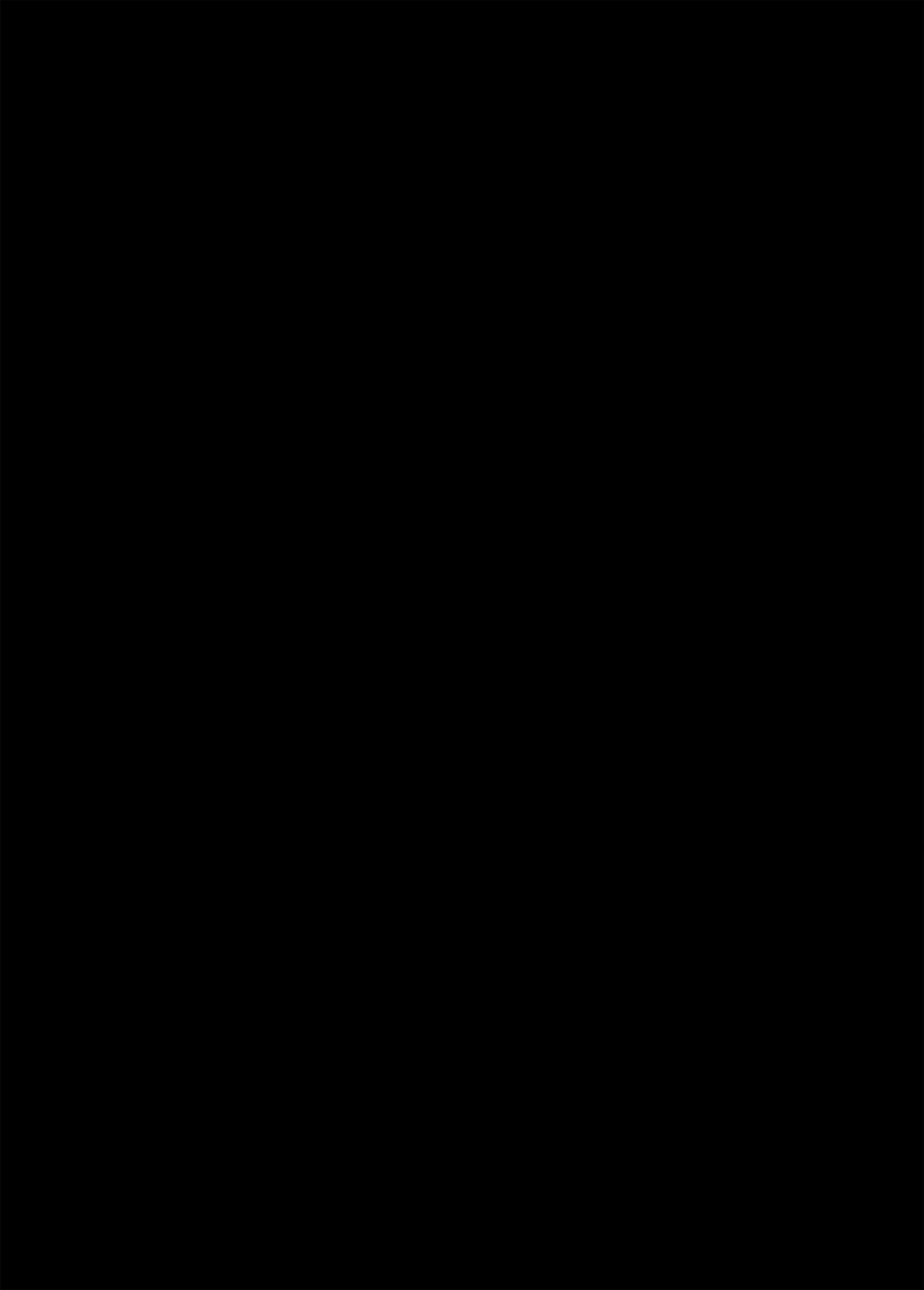


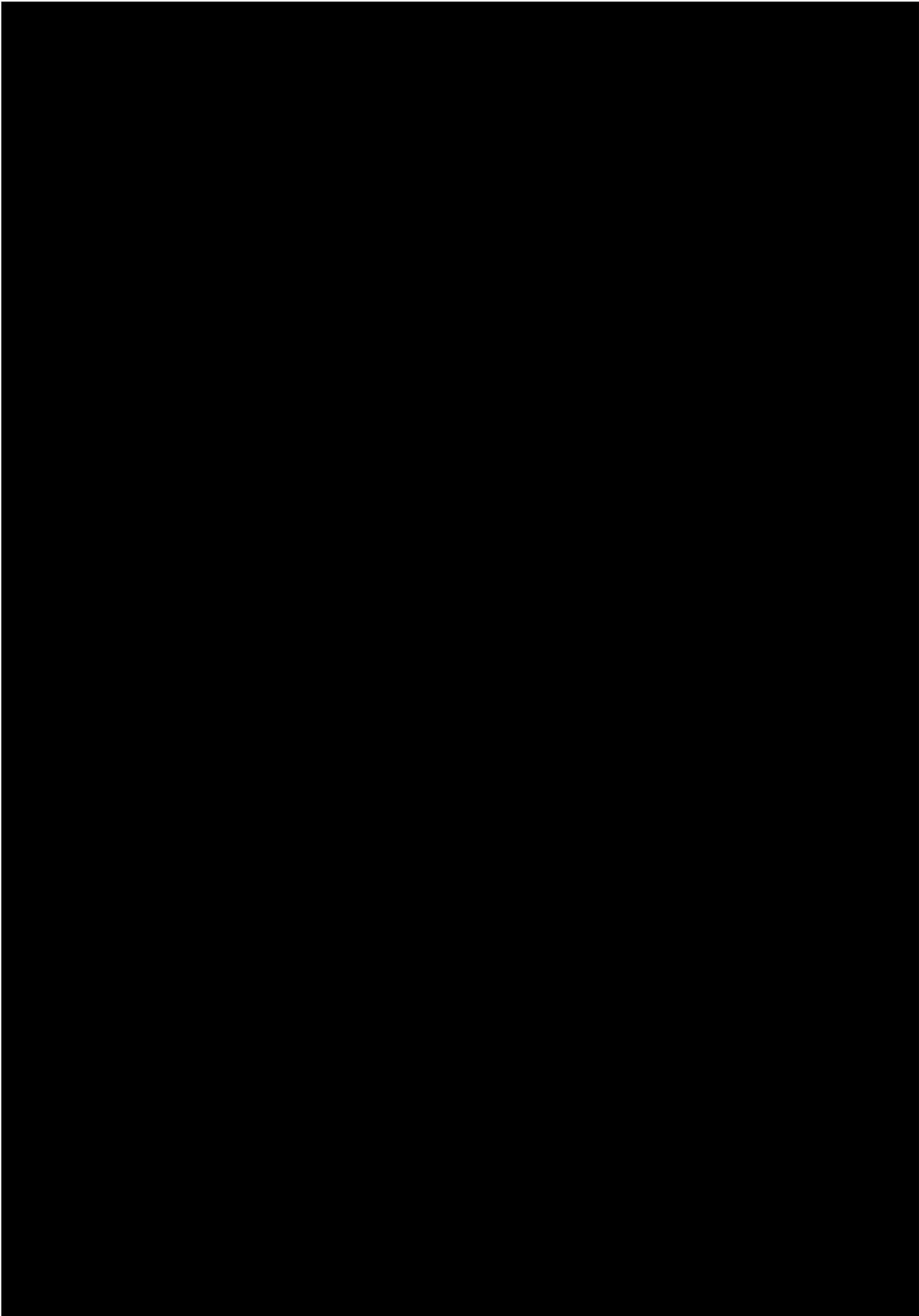
SCHEDULE E11. --

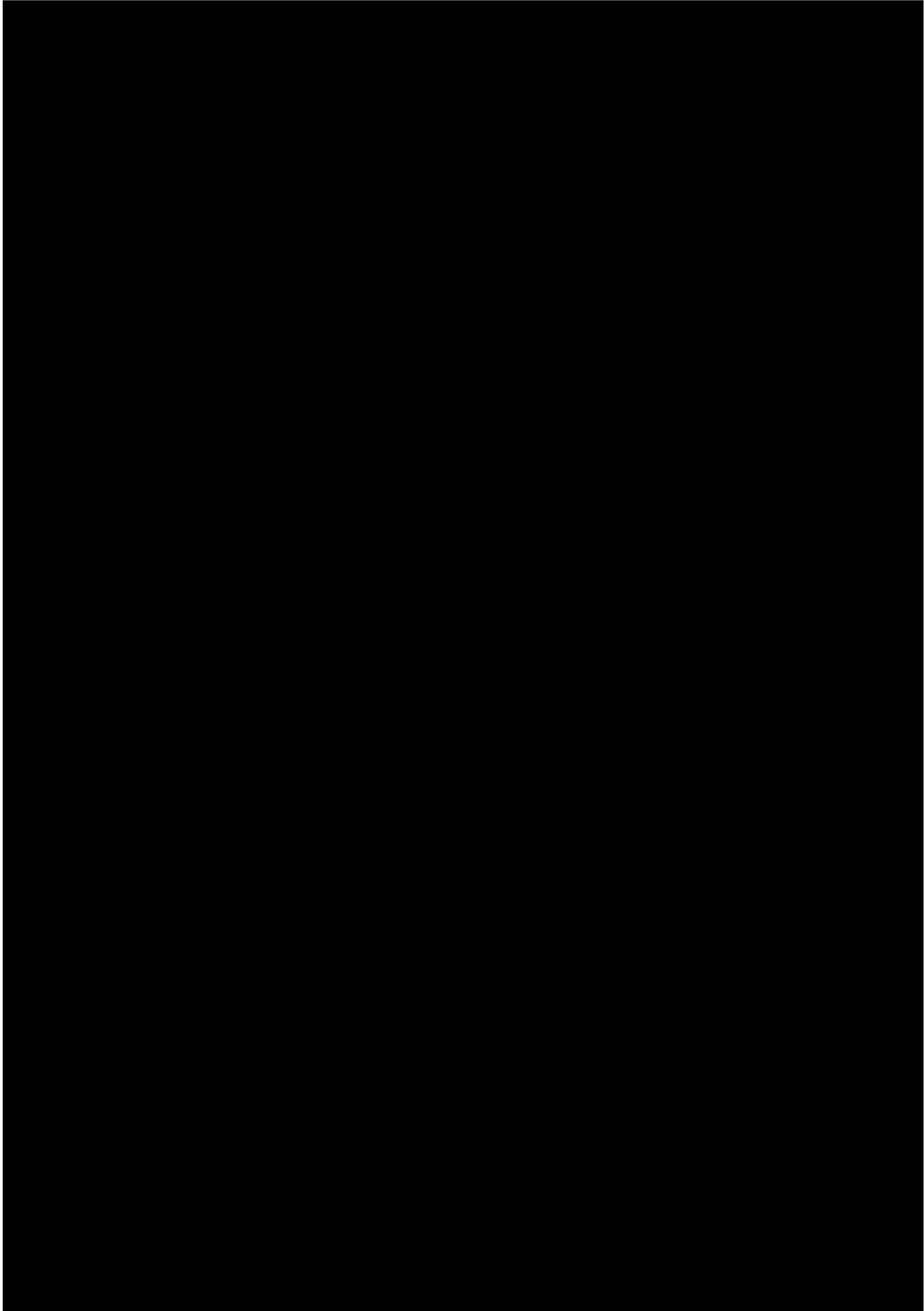


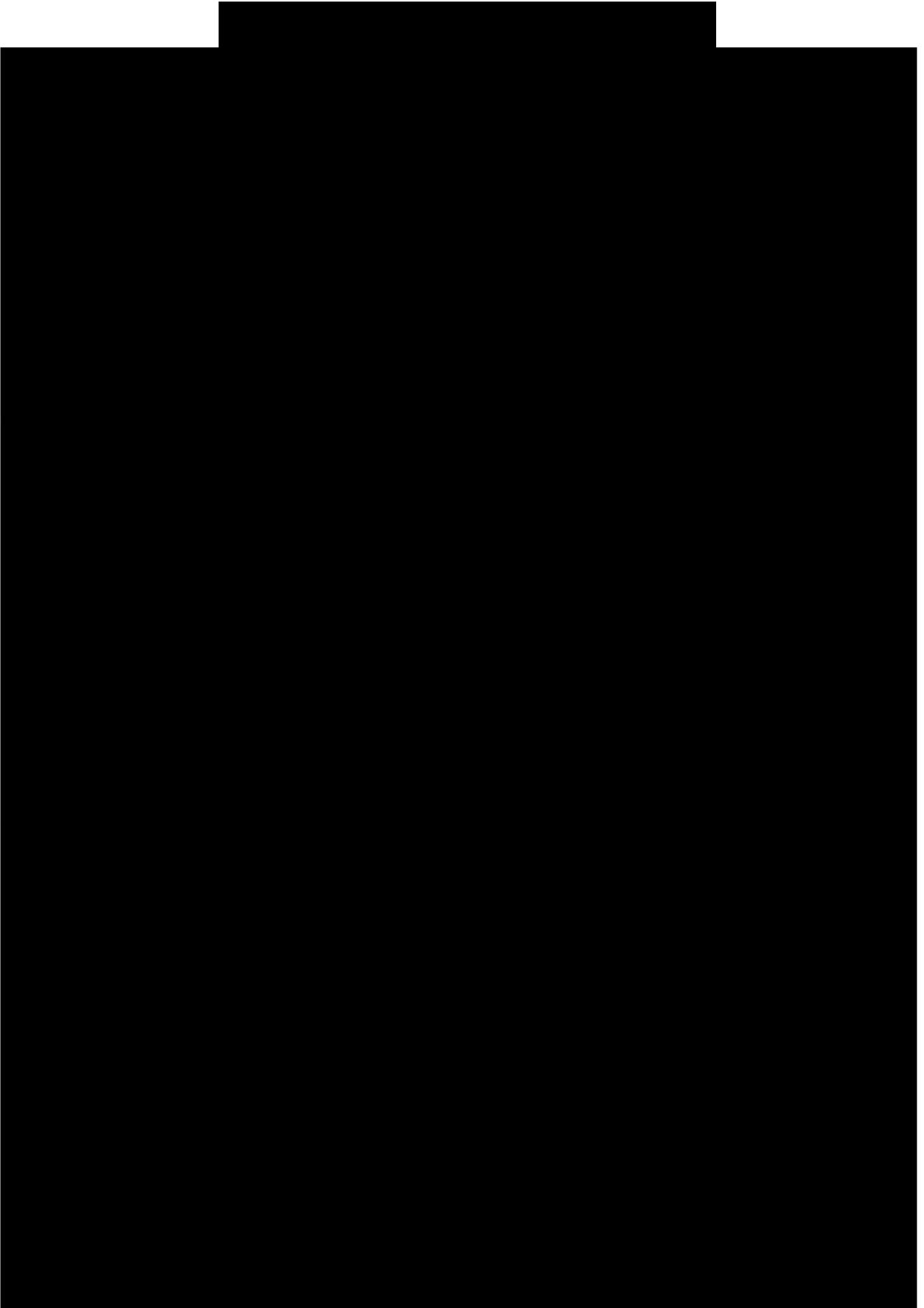
(Schedule A7)

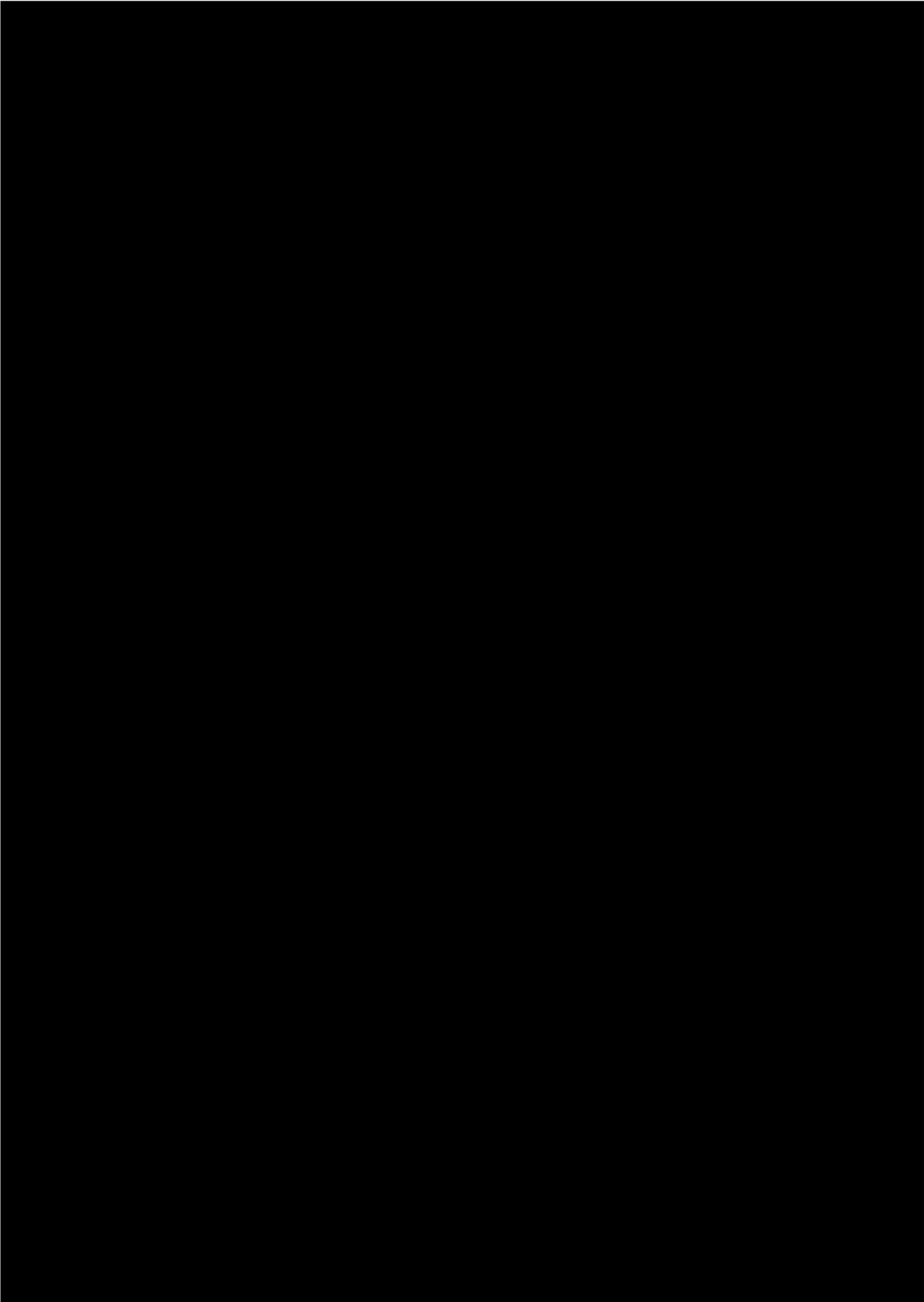


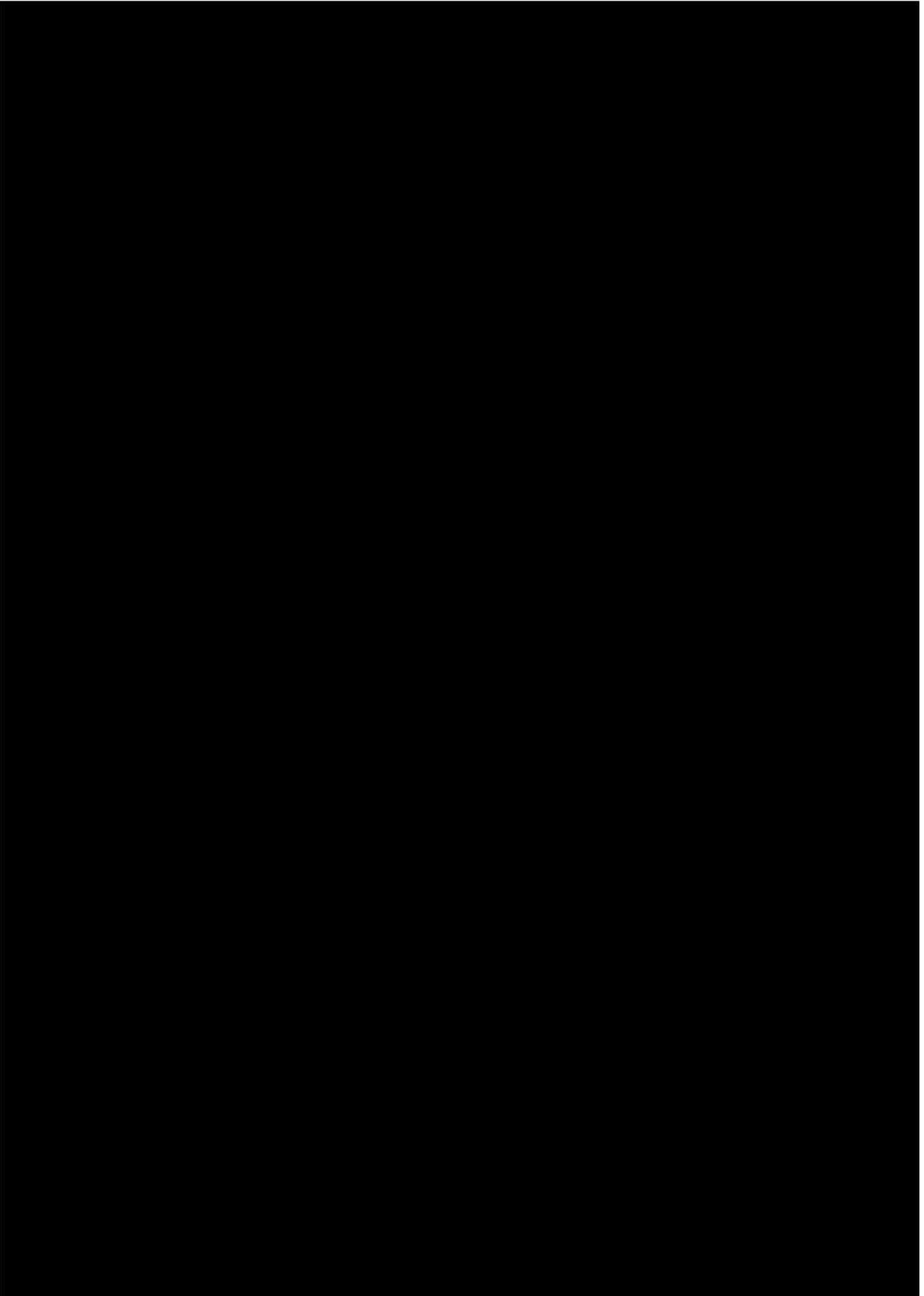


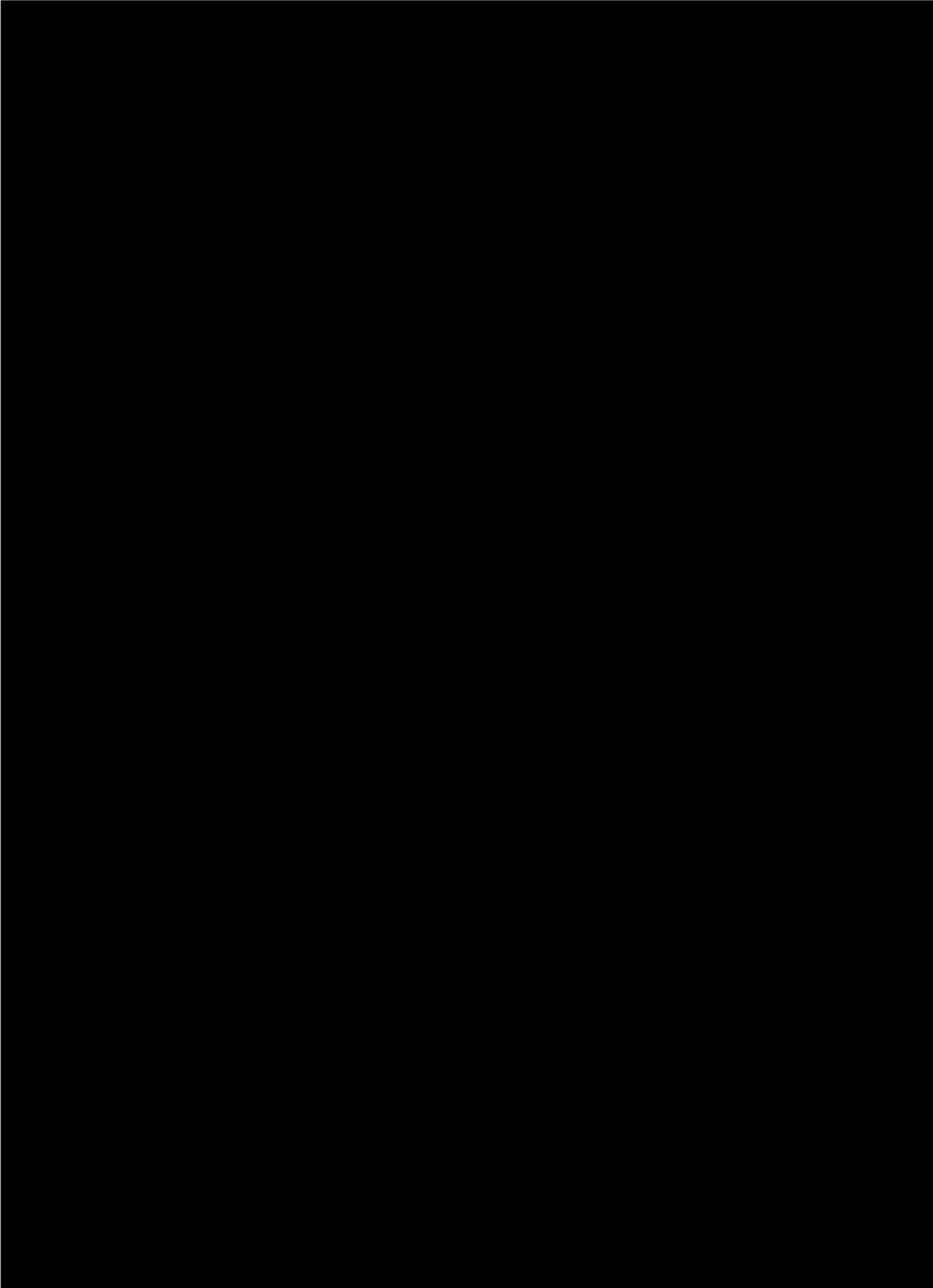


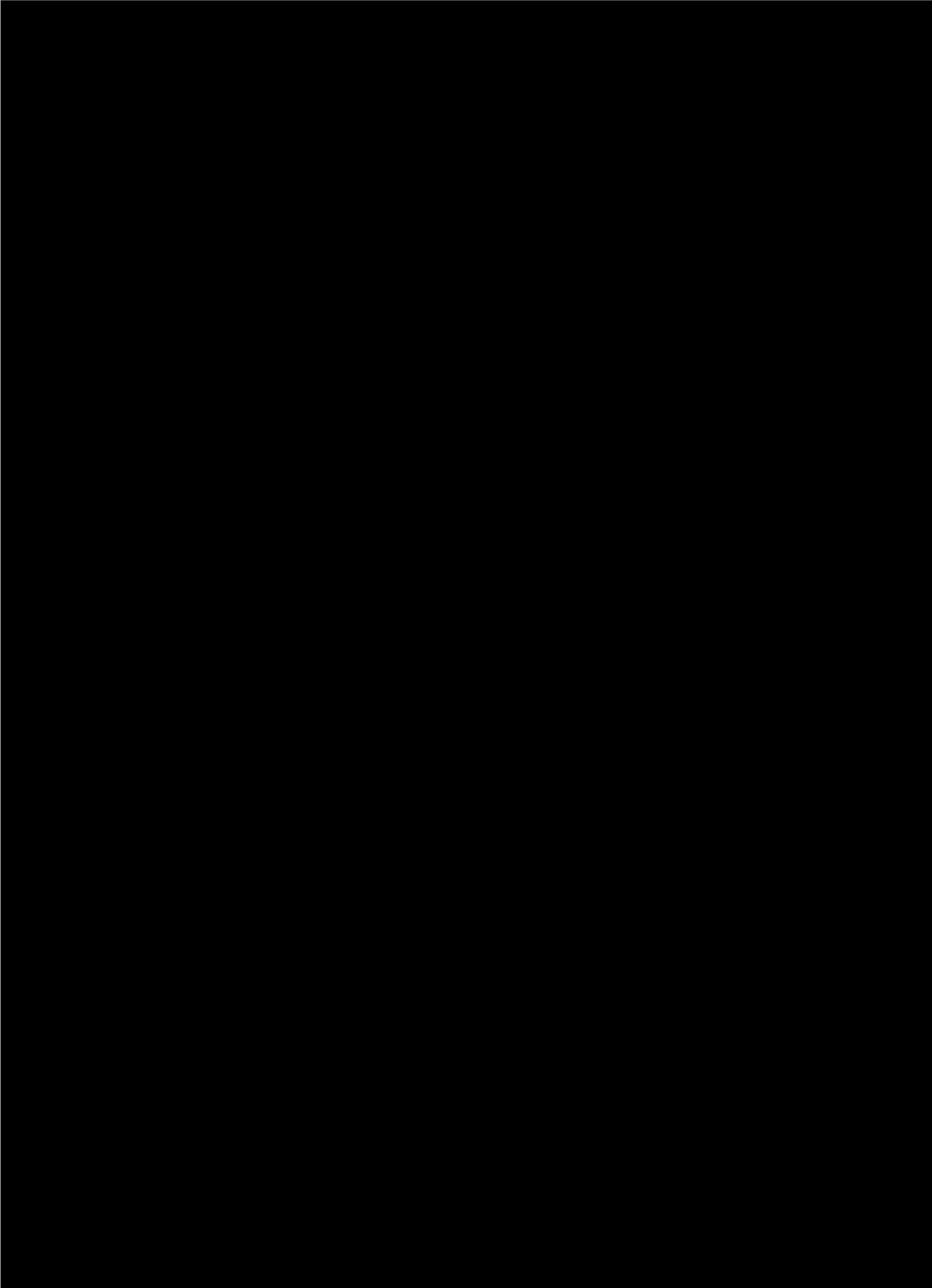


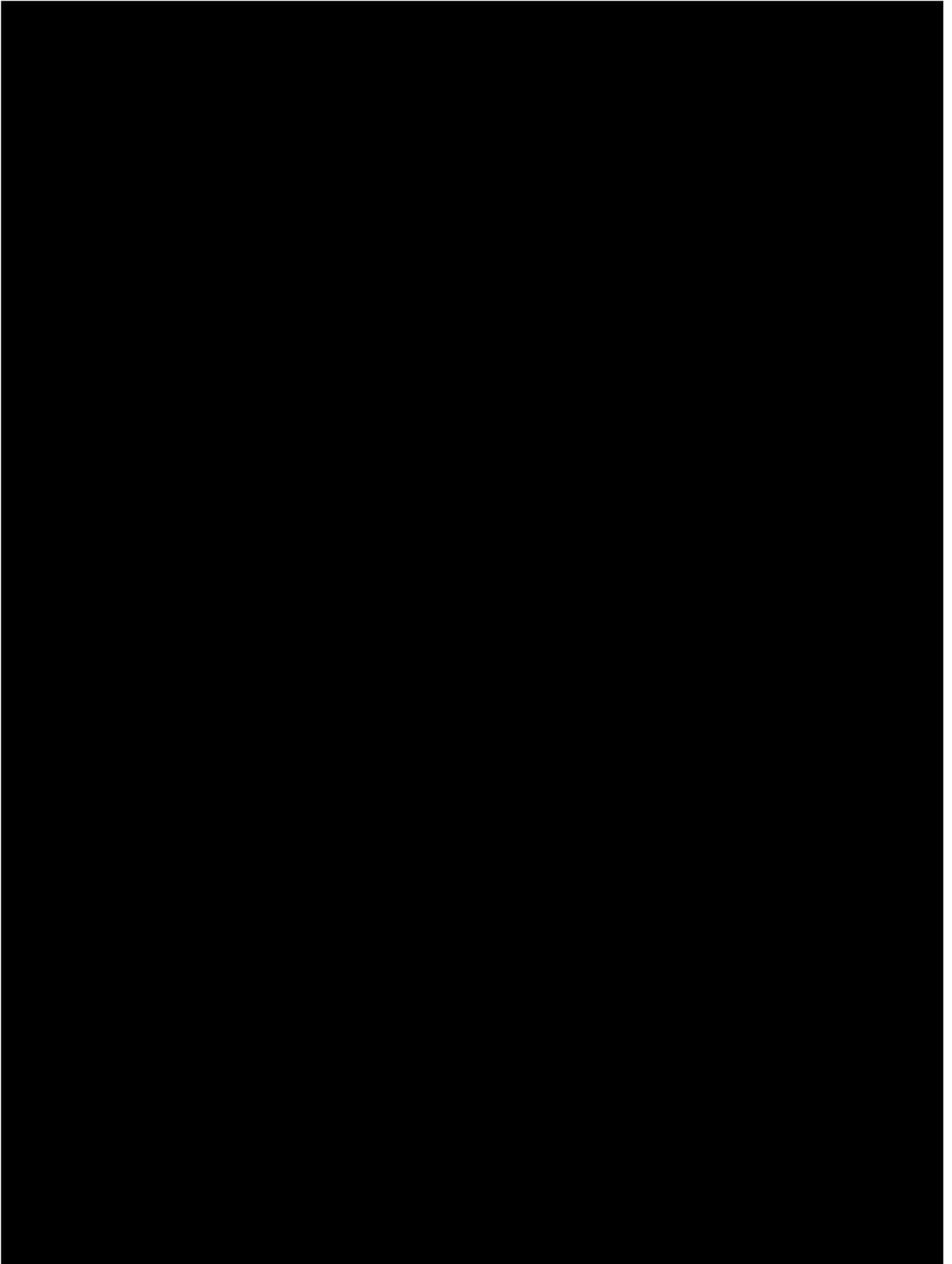


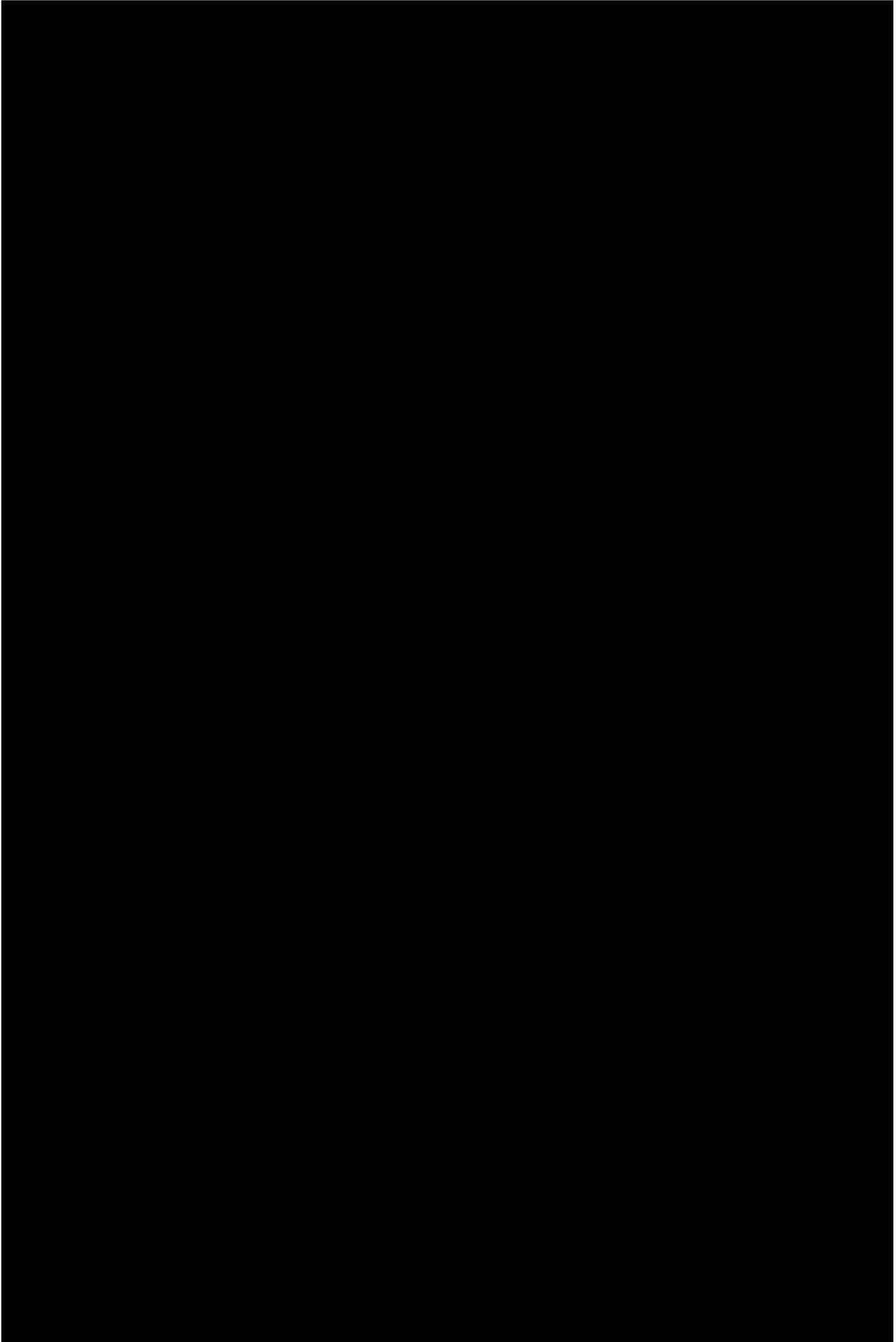












**SCHEDULE F1. – ELECTRONIC FILES**

(Clause 1.10)

