

Government Information (Public Access) Act 2009

Explanatory Table

Martin Place Metro Station Project Station Delivery Deed

Contract Number: 507

Capitalised terms in this table have the meaning given to them in the Martin Place Metro Station Project Station Delivery Deed (**SDD**), unless the context indicates otherwise.

In preparing this explanatory table (**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.

Sydney Metro notes that the SWTC and Schedule F1 contain over 2 GB of material. Due to the number of files and technical file size limitations, these documents to the SDD have not been made available on Sydney Metro's contracts register. Sydney Metro has determined to make such information available by inspection subject to any overriding public interest against disclosure. Please contact SMProcurement@transport.nsw.gov.au to arrange a time to inspect.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
1.	Clause 1.1 - definition	The information redacted is the entire definition.	<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"> a) the redacted information relates to a clause that has been redacted in its entirety (clause 45.6); and b) the efficacy of the redaction to clause 45.6 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 45.6. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
2.	Clause 1.1 - definition	The information redacted is the entire 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 discloses Macquarie's cost structure and would place the contractor at a substantial commercial disadvantage in relation to potential competitors and provide visibility on the profit margins.</p> <p><i>Section 32(1)(d), items 4(b),</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> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie and therefore the level of risk that Macquarie was willing to price and accept. Exposing this information may provide insight into Macquarie's view on the likelihood of certain risks arising; 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 could reduce the

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			<p><i>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>information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
3.	Clause 1.1 – definition	The information redacted is the entire definition.	<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"> a) the redacted information relates to a clause that has been redacted in its entirety (clause 38.3); and b) the efficacy of the redaction to clause 38.3 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 38.3. <p>Review: 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
4.	Clause 1.1 – definition	The information redacted is the entire definition.	<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"> a) the redacted information relates to a clause that has been redacted in its entirety (clause 38.3); and b) the efficacy of the redaction to clause 38.3 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 38.3. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
5.	Clause 1.1 - Definition of 'Binding Offer'	The information redacted is a description of the offer.	<p><i>Section 32(1)(d), items 1(e) and 1(f)</i></p> <p>The disclosure of this information could reveal a deliberation or consultation conducted or recommendation given in such a way as to prejudice a deliberative process of government or an agency and 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</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information describes commercially sensitive information regarding Macquarie's commercial offer to the Principal; 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 could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as</p>

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			<p><i>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>events and circumstances change.</p>
6.	Clause 1.1 - definition	The information redacted is the entire definition.	<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"> a) the redacted information relates to a clause that has been redacted in its entirety (clause 34.13); and b) the efficacy of the redaction to clause 34.13 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 34.13. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
7.	Clause 1.1 -	The information	<i>Section 32(1)(d), items 4(b),</i>	The Principal weighed the competing public interest considerations

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	definition	redacted is the entire definition.	<p><i>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>and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a clause that has been redacted in its entirety (clause 34.13); and b) the efficacy of the redaction to clause 34.13 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 34.13. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
8.	Clause 1.1 - definition	The information redacted is the entire definition.	<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"> a) the redacted information relates to a clause that has been redacted in its entirety (clause 34.13); and b) the efficacy of the redaction to clause 34.13 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 34.13. <p>Review: 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 1.1 - definition	The information redacted is the entire definition.	<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"> a) the redacted information relates to a clause that has been redacted in its entirety (clause 34.13); and b) the efficacy of the redaction to clause 34.13 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 34.13. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
10.	Clause 1.1 - definition	The information redacted is the entire definition.	<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"> a) the redacted information relates to a clause that has been redacted in its entirety (clause 34.13); and b) the efficacy of the redaction to clause 34.13 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 34.13. <p>Review: 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.	
11.	Clause 1.1 - definition	The information redacted is the entire definition.	<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"> a) the redacted information relates to a clause that has been redacted in its entirety (clause 34.13); and b) the efficacy of the redaction to clause 34.13 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 34.13. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
12.	Clause 1.1 - definition	The information redacted is the entire definition.	<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"> a) the redacted information relates to a clause that has been redacted in its entirety (clause 34.13); and b) the efficacy of the redaction to clause 34.13 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 34.13. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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			There is an overriding public interest against disclosure.	
13.	Clause 1.1 - definition	The information redacted is the entire definition.	<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 relates to a clause that has been redacted in its entirety (clause 34.13); and</p> <p>b) the efficacy of the redaction to clause 34.13 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 34.13.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
14.	Clause 1.1 - Definition of 'Collateral Warranty Deed Poll'	The information redacted is the reference to party details and timing of execution.	<p><i>Section 32(1)(d), items 4(b) 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 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 commercially sensitive information in respect of the arrangements for execution of the Collateral Warranty Deed Poll; 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</p>

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				<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
15.	<p>Clause 1.1 - Definition of 'Compensation Event' paragraphs (c), (g), (i), (j), (k) and (l)</p>	<p>The information redacted is paragraphs.</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)(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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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</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"> a) the redacted information sets out a number of project-specific grounds under which Macquarie will be entitled to claim compensation and an extension of time for the Project Works; b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie and therefore the level of risk that Macquarie was willing to price and accept. Exposing this information may provide insight into Macquarie's view on the likelihood of certain risks arising; 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; and d) the public interest has been served by disclosing market-standard compensation events. In light of this disclosure, there is an overriding public interest against the disclosure of the redacted compensation events. <p>Review: This information would be reviewed for disclosure as</p>

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			<p>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>events and circumstances change.</p>
16.	<p>Clause 1.1 - Definition of 'Condition Precedent Deadline Date'</p>	<p>The information redacted is a date.</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 because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the date by which all Conditions Precedents are to be met; b) exposing the redacted information would reveal the level of risk that the parties were willing to accept in relation to the termination rights associated with not satisfying the Conditions Precedent; 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 reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
17.	<p>Clause 1.1 -</p>	<p>The information</p>	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in</i></p>	<p>The Principal weighed the competing public interest considerations</p>

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	Definition of 'Contract Amount' paragraph (d)	redacted is a paragraph.	<p><i>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>and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a clause that has been redacted in its entirety (clause 34.13); and b) the efficacy of the redaction to clause 34.13 is dependent on the part of this definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 34.13 <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
18.	Clause 1.1 - Definition of 'Core Payment 2'	The information redacted is a monetary 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 discloses the cost structure, which would place the parties at a substantial commercial disadvantage in relation to potential competitors and provide visibility on the parties' profit margins.</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</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"> a) the redacted information sets out Core Payment 2, being the dollar amount that the Principal is to pay Macquarie for the construction work to be performed under the SDD; b) exposing the redacted information would reveal the amount that Macquarie was willing to accept for the construction work under the SDD. Exposing this information may provide insight into Macquarie's profit margins; 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 reduce the information's competitive commercial value and prejudice the

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			<p>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>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
19.	Clause 1.1 – definition	The information redacted is the entire definition.	<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"> a) the redacted information relates to a clause that has been redacted in its entirety (clause 38.1); and b) the efficacy of the redaction to clause 38.1 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 38.1. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
20.	Clause 1.1 – definition	The information redacted is the entire definition.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</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>

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			<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 relates to a clause that has been redacted in its entirety (clause 38.1); and</p> <p>b) the efficacy of the redaction to clause 38.1 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 38.1.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
21.	Clause 1.1 – definition	The information redacted is the entire definition.	<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 relates to a clause that has been redacted in its entirety (clause 27.2); and</p> <p>b) the efficacy of the redaction to clause 27.2 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 27.2.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
22.	Clause 1.1 – definition	The information redacted is the	<i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest

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		entire definition.	<p><i>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>against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a clause that has been redacted in its entirety (clause 27.2); and b) the efficacy of the redaction to clause 27.2 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 27.2. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
23.	Clause 1.1 – definition	The information redacted is the entire definition.	<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"> a) the redacted information relates to a clause that has been redacted in its entirety (clause 27.2); and b) the efficacy of the redaction to clause 27.2 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 27.2. <p>Review: 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
24.	Clause 1.1 - Definition of 'D&C Guarantor'	The information redacted is one entity.	<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 discloses the cost structure, which would place the parties at a substantial commercial disadvantage in relation to potential competitors and provide visibility on the parties' profit margins.</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 because</p> <ul style="list-style-type: none"> a) the redacted information is commercially sensitive and, if disclosed, may provide a unique insight into Macquarie's cost structures; b) the disclosure of the redacted information may also provide insight into Macquarie's views on the likelihood of Macquarie having a right against the D&C Guarantor; 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; and d) the public interest has been served by revealing the fact that security is required from the D&C Contractor. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
25.	Clause 1.1 - Definition of 'D&C	The information redacted is	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Margin'	percentage numbers.	<p><i>"commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to the profit margins of the D&C Contractor; b) the disclosure of the redacted information may provide insight into Macquarie's cost structure and profit margins; 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 reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
26.	Clause 1.1 – definition	The information redacted is the entire definition.	<i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</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
			<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 relates to a clause that has been redacted in its entirety (clause 27.2);</p> <p>b) revealing the information may provide an insight into the level of risk that Macquarie was willing to price and accept and, therefore, Macquarie's views on the likelihood of certain risks arising; and</p> <p>c) the efficacy of the redaction to clause 27.2 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 27.2.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
27.	Clause 1.1 - definition	The information redacted is the entire definition.	<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 relates to the requirements of the TSE Contractor under the TSE Contract and would reveal the apportionment of risk between the Principal and Macquarie in connection with the TSE Works. Exposing this information may also provide insight into Macquarie's views on the likelihood of certain risks arising; 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>Review: 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.
28.	Clause 1.1 - definition	The information redacted is the entire definition.	<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"> a) the redacted information concerns key elements of the risk allocation for Pending Changes; b) the redacted information relates to a schedule to the OSD PDA that has been redacted in its entirety; 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 reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
29.	Clause 1.1 - definition	The information redacted is the entire 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 key elements of the risk allocation between the parties with respect to Variations under the OSD PDA and would place 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"> a) the redacted information sets out key elements of the risk allocation between the parties with respect to Principal Initiated Variations under the OSD PDA and may also provide insight into Macquarie's views on the likelihood of certain risks concerning Variations arising; 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>parties at a substantial commercial disadvantage in relation to potential competitors and contractors and provide visibility on Macquarie's profit margins and structure.</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>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
30.	Clause 1.1 - definition	The information redacted is the entire 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 key elements of the risk allocation between the parties with</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"> a) the redacted information sets out key elements of the risk allocation between the parties with respect to Principal Initiated Variations under the OSD PDA and may also provide insight into Macquarie's views on the likelihood of certain risks concerning Variations arising; and b) revealing the information would place the parties at a

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>respect to Variations under the OSD PDA and would place the parties at a substantial commercial disadvantage in relation to potential competitors and contractors and provide visibility on Macquarie's profit margins and structure.</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 could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
31.	Clause 1.1 - Definition of 'Environmental Representative'	The information redacted is a person's name.	<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</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 specifies an individual's name in relation to the organisation the individual works for.</p> <p>The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interest against disclosure.	information, and is outweighed by the public interest against the disclosure as identified above.
32.	Clause 1.1 - Definition of 'Excusable Cause of Delay' paragraphs (g), (h) and (i)	The information redacted is a date and paragraphs.	<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)(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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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 because:</p> <ul style="list-style-type: none"> a) the redacted information sets out a number of project-specific grounds under which Macquarie will be entitled to an extension of time for the Project Works; b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to a number of key risks that may delay the Project Works, and therefore the level of risk that Macquarie was willing to price and accept. Exposing this information may provide insight into Macquarie's views on the likelihood of certain risks arising; 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; and d) the public interest has been served by disclosing market-standard delay events. In light of this disclosure there is an overriding public interest against the disclosure of the redacted delay events. <p>Review: 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>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>	
33.	Clause 1.1 - definition	The information redacted is two job titles.	<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 and title 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 specifies an individual's title in relation to the organisation the individual works for and therefore reveals an individual's personal information.</p> <p>The Principal considers that any public interest in favour of 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>
34.	Clause 1.1 - definition	The information redacted is the entire definition.	<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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out details concerning project-specific design specifications; b) the disclosure of the redacted information would provide insight into the apportionment of risk between the Principal and Macquarie in relation to design. Exposing this information may provide insight into Macquarie's views on the likelihood of certain risks arising; and c) revealing the information would place the parties at a

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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 could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise of the Principal's functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
35.	Clause 1.1 - Definition of 'IMS Cap'	The information redacted is the 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 parties' cost structure, which would place the parties at a substantial commercial disadvantage in relation to potential competitors and provide visibility on the parties' profit margins.</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</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"> a) the redacted information sets out the IMS Cap, being the dollar amount of the cap on the Principal's payments to Macquarie in respect of Interface Management Services; 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 could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: 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>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>	
36.	Clause 1.1 - Definition of 'Information Disclaimer'	The information redacted is the definition.	<p><i>Section 32(1)(d), item 1(d) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the supply to the Principal of confidential information that facilitates the effective exercise of the Principal'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 because:</p> <ul style="list-style-type: none"> a) the redacted information sets out details concerning disclaimers regarding the use and reliance on information exchanged between the parties, which may provide an insight into the apportionment of risk between the Principal and Macquarie; 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 could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise of the Principal's functions. <p>Review: 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.	
37.	Clause 1.1 – definition	The information redacted is the entire definition.	<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"> a) the redacted information relates to a clause that has been redacted in its entirety (clause 38.3); and b) the efficacy of the redaction to clause 38.3 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 38.3. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
38.	Clause 1.1 – definition	The information redacted is the entire definition.	<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"> a) the redacted information relates to a clause that has been redacted in its entirety (clause 38.3); and b) the efficacy of the redaction to clause 38.3 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 38.3. <p>Review: 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.	
39.	Clause 1.1 - Definition of 'Key Plant and Equipment'	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 details of specific equipment required for the Project Works and would place Macquarie at a substantial commercial disadvantage in relation to potential 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 because:</p> <ul style="list-style-type: none"> a) the redacted information refers to a specific piece of equipment required for the Project Works. Exposing this information may provide insight into Macquarie's views on the likelihood of certain Force Majeure Events arising; b) the efficacy of the redaction to the definition of 'Key Plant and Equipment Manufacturing Country' is dependent on the redaction of this information; 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, and also prejudice the effective exercise of the Principal's functions. <p>Review: 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
40.	Clause 1.1 - Definition of 'Key Plant and Equipment Manufacturing Country'	The information redacted is the countries named in 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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information identifies the Key Plant and Equipment Manufacturing Countries. The definition of Key Plant and Equipment Manufacturing Countries is relevant to determining the scope of events that may give rise to a Force Majeure event under the SDD; b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to a Force Majeure Event within and outside of a Key Plant and Equipment Manufacturing Country, and therefore the level of risk that Macquarie was willing to price and accept. Exposing this information may provide insight into Macquarie's views on the likelihood of certain Force Majeure Events arising; 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; and d) the public interest has been served by disclosing the fact that the definition of a Force Majeure Event is limited to such events occurring within Australia or a Key Plant and Manufacturing Country. <p>Review: 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.
41.	Clause 1.1 - Definition of 'LD Cap'	The information redacted is a percentage number.	<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 discloses the parties' cost structure or profit margins and would place the parties at a substantial commercial disadvantage in relation to potential competitors and provide visibility on the parties' profit margins.</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"> a) the redacted information sets out the amount of the LD Cap as a percentage of the Total Project Sum; b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to key delay risks. Exposing this information may provide insight into Macquarie's views on its potential capabilities and likelihood of Milestone Achievement, Construction Completion and Completion being achieved by the relevant Date for Milestone Achievement, Date for Construction Completion and Date for Completion (as applicable); 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; and d) the public interest has been served by revealing the existence of the LD Cap. In light of this disclosure, there is an overriding public interest against the disclosure of the precise percentage amount. <p>Review: 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
42.	Clause 1.1 – definition	The information redacted is the entire definition.	<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"> a) the redacted information relates to a clause that has been redacted in its entirety (paragraph (j) of the definition of 'Compensation Event'); and b) the efficacy of the redaction to paragraph (j) of the definition of 'Compensation Event' is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding the definition of 'Compensation Event'. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
43.	Clause 1.1 - Definition of 'Longstop Date'	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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out a time period, being the Longstop Date to be calculated by reference to the Date for Completion of Portion 2; b) exposing the redacted information would reveal the level of risk that the Principal was willing to accept in relation to its termination rights against Macquarie. Exposing this information may also provide insight into Macquarie's views on its potential capabilities and likelihood of an event arising that would entitle the Principal to exercise its termination rights; and c) revealing the information would place the parties at a

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>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
44.	Clause 1.1 - Definition of 'Macquarie's Representative'	The information redacted is the name of the representative.	<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, including the name of an individual person.</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>
45.	Clause 1.1 - Definition of 'Major TSE Defect'	The information redacted is paragraphs.	<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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information concerns the allocation of responsibility for rectifying defects; b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to certain defects. Exposing this information may provide insight into Macquarie's views on certain defects arising; and c) revealing the information would place the parties at a

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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 could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
46.	Clause 1.1 - definition	The information redacted is the entire definition.	<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 because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the nature of certain project-specific indemnities; b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to the occurrence of a particular event; 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 reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
47.	Clause 1.1 - definition	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>a) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to Macquarie's liability, and therefore the level of risk that Macquarie was willing to price and accept in relation to that risk. Exposing this information may provide insight into Macquarie's views on its potential capabilities and likelihood of certain risks arising; 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
48.	Clause 1.1 - definition	The information redacted is the entire definition.	<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</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 relates to a clause that has been</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>redacted in its entirety (clause 27.2); and</p> <p>b) the efficacy of the redaction to clause 27.2 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 27.2.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
49.	Clause 1.1 – Definition of 'Optional Pending Change'	The information redacted is a definition.	<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 relates to a schedule that has been redacted in its entirety (Schedule A22); and</p> <p>b) the efficacy of the redaction to Schedule A22 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding Schedule A22.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
50.	Clause 1.1 - definition	The information redacted is the entire definition.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</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>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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 relates to a clause that has been redacted in its entirety (clause 27.2); and</p> <p>b) the efficacy of the redaction to clause 27.2 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 27.2.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
51.	Clause 1.1 - definition	The information redacted is the entire definition.	<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 relates to a clause that has been redacted in its entirety (clause 27.2); and</p> <p>b) the efficacy of the redaction to clause 27.2 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 27.2.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
52.	Clause 1.1 – Definition of	The information redacted is a	<i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	'Pending Change'	definition.	<p><i>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>against disclosure of this information because:</p> <p>a) the redacted information relates to a schedule that has been redacted in its entirety (Schedule A22); and</p> <p>b) the efficacy of the redaction to Schedule A22 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding Schedule A22.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
53.	Clause 1.1 - Definition of 'Release Date'	The information redacted is definitions 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) the redacted information relates to a clause that has been redacted in its entirety (clause 34.13); and</p> <p>b) the efficacy of the redaction to clause 34.13 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 34.13.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
54.	Clause 1.1 -	The information	<i>Section 32(1)(a), paragraphs</i>	The Principal weighed the competing public interest considerations

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	definition	redacted is the entire definition.	<p><i>(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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie and therefore the level of risk that Macquarie was willing to price and accept; 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 could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
55.	Clause 1.1 - definition	The information redacted is the	<i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		entire definition.	<p><i>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>against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a clause that has been redacted in its entirety (clause 27.2); and b) the efficacy of the redaction to clause 27.2 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 27.2. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
56.	Clause 1.1 - Definition of 'Shared Amount'	The information redacted is the 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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</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> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie and therefore the level of risk that Macquarie was willing to price and accept; 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 could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: 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>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>	
57.	Clause 1.1 - Definition of 'Significant Subcontract'	The information redacted is 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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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</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"> a) the redacted information sets out the value of a contract that qualifies as a Significant Subcontract; and b) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with Macquarie, thereby prejudicing Macquarie's negotiating position. 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>Review: 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>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>	
58.	Clause 1.1 - Definition of 'Station Works D&C Cost Estimate'	The information redacted is 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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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</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"> a) the redacted information specifies the estimated D&C cost for the Station Works; b) exposing the redacted information may provide insight into the amount that Macquarie was willing to accept for the construction work (and all affiliated risks) and Macquarie's cost structure and profit margins; 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 reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: 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>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>	
59.	Clause 1.1 - Definition of 'Station Works D&C Sum'	The information redacted is a description of scope items.	<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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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</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"> a) the redacted information outlines the scope of works relevant to the calculation of the Station Works D&C Sum; b) disclosure of the redacted information may provide insight into how the parties apportioned risk under the SDD, and therefore the risk that Macquarie was willing to price and accept; c) exposing the redacted information may provide insight into the amount that Macquarie was willing to accept for the construction work (and all affiliated risks) and Macquarie's cost structure and profit margins; and 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.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
60.	Clause 1.1 – definition	The information redacted is the entire definition.	<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"> a) the redacted information relates to a clause that has been redacted in its entirety (clause 38.3); and b) the efficacy of the redaction to clause 38.3 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 38.3. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
61.	Clause 1.1 – definition	The information redacted is the entire definition.	<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</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"> a) the redacted information relates to a clause that has been

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>redacted in its entirety (clause 38.1); and</p> <p>b) the efficacy of the redaction to clause 38.1 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 38.1.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
62.	Clause 1.1 – definition	The information redacted is the entire definition.	<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 relates to a clause that has been redacted in its entirety (clause 38.2); and</p> <p>b) the efficacy of the redaction to clause 38.2 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 38.2.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
63.	Clause 1.1 - Definition of 'Total Project Sum for Bank	The information redacted is 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</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) the redacted information outlines the dollar amount relevant</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Guarantees'		<p><i>Schedule 4</i></p> <p>The disclosure of this information discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>to the calculation of the bank guarantee amount;</p> <p>b) exposing the redacted information may provide insight into the amount that Macquarie was willing to accept for the construction work (and all affiliated risks) and Macquarie's 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
64.	Clause 1.1 – definition	The information redacted is the entire definition.	<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</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 relates to a clause that has been</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>redacted in its entirety (clause 38.1); and</p> <p>b) the efficacy of the redaction to clause 38.1 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 38.1.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
65.	Clause 1.1 – definition	The information redacted is the entire definition.	<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 relates to a clause that has been redacted in its entirety (clause 12.1); and</p> <p>b) the efficacy of the redaction to clause 12.1 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 12.1.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
66.	Clause 1.1 – definition	The information redacted is the entire definition.	<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</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) disclosing 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>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 Macquarie in relation to liability for damage, and therefore the level of risk that Macquarie was willing to price and accept in relation to that risk. Exposing this information may also provide insight into Macquarie's views on the likelihood of certain risks arising; 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
67.	Clause 1.1 – definition	The information redacted is a definition.	<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> <p>a) the redacted information relates to a definition that has been redacted in its entirety (clause 1.1); and</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on the references to that definition also being redacted. The explanation for the redaction of this definition is set out in the explanation in row 27 of this table.</p> <p>Review: 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.	
68.	Clause 1.1 – definition	The information redacted is the entire definition.	<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) disclosing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to certain aspects of the TSE Works, and therefore the level of risk that Macquarie was willing to price and accept in relation to that risk. Exposing this information may also provide insight into Macquarie's views on the likelihood of certain risks arising; 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
69.	Clause 1.1 - Definition of 'Type 1 Pending Change' (a)-(d)	The information redacted is the particulars of the definition.	<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 relates to a schedule that has been redacted in its entirety (Schedule A22); and</p> <p>b) the efficacy of the redaction to Schedule A22 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation</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>regarding Schedule A22.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
70.	Clause 1.1 - Definition of 'Type 2 Pending Change' (a)-(j)	The information redacted is the particulars of the definition.	<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 relates to a schedule that has been redacted in its entirety (Schedule A22); and</p> <p>b) the efficacy of the redaction to Schedule A22 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding Schedule A22.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
71.	Clause 1.1 - definition	The information redacted is the entire definition.	<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) the redacted information relates to a clause that has been redacted in its entirety (clause 38.3); and</p> <p>b) the efficacy of the redaction to clause 38.3 is dependent on the definition also being redacted. The explanation for the</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>redaction of this definition is set out in the explanation regarding clause 38.3.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
72.	Clause 1.2(o)(ix)(A)(aa) - Interpretation	The information redacted is a reference to a redacted definition.	<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 relates to a definition that has been redacted in its entirety (clause 1.1); and</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on the references to that definition also being redacted. The explanation for the redaction of this definition is set out in the explanation in row 34 of this table.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
73.	Clause 3.7	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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out sensitive information regarding the project risks;</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
			<p>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 parties in relation to key risks, and therefore the level of risk that Macquarie was willing to price and accept. Exposing this information may also provide insight into the parties' views on their respective potential capabilities and the likelihood of key 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
74.	Clause 4.4(a)(i)-(ii) - Independent Certifier	The information redacted is paragraphs.	<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> <p>a) the redacted information concerns the Principal's obligations in relation to the procurement process for the Independent Certifier; 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>Review: 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.
75.	Clause 4.4(j) – Independent Certifier	The information redacted is a reference to a redacted definition.	<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 relates to a definition that has been redacted in its entirety (clause 1.1); and</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on the references to that definition also being redacted. The explanation for the redaction of this definition is set out in the explanation in row 22 of this table.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
76.	Clause 4.4(m)-(o) – Independent Certifier	The information redacted is 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), 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</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 relates to costs payable in relation the Principal's liability to the Independent Certifier and certain decisions that may be made under the Independent Certifier Deed;</p> <p>b) disclosure of the redacted information may provide insight into the apportionment of risk between the parties under the SDD and the Independent Certifier Deed, and therefore the level of risk that Macquarie was willing to price and accept;</p> <p>c) exposing the redacted information may provide insight into the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>amount that Macquarie was willing to accept for the construction work (and all affiliated risks); and</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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
77.	Clause 4.10(c) - Independent Property Impact Assessment Panel	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), 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</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 obligation to pay the costs of the Independent Property Impact Assessment Panel;</p> <p>b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on Macquarie's profit margins in relation to the contract; and</p> <p>c) disclosure of the redacted information may provide insight on how Macquarie priced and accepted its costs for the project. If this information were revealed, it could place Macquarie at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who Macquarie may have to negotiate or bid against. 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>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interests. There is an overriding public interest against disclosure.	Review: This information would be reviewed for disclosure as events and circumstances change.
78.	Clause 5.2(b)(vi) - Approvals	The information redacted is the date.	<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) the redacted information relates to a definition that has been redacted in its entirety (clause 1.1, definition of 'Compensation Event' paragraph (g)); b) the efficacy of the redaction to the relevant definition is dependent on the references to the relevant date also being redacted; 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 reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.
79.	Clause 6.1(a) - Macquarie to give Bank Guarantee	The information redacted is the percentage number.	<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 discloses	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because: a) the redacted information sets out the percentage of the Project Contract Sum that Macquarie must provide to the Principal as an unconditional undertaking;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie of default events, and therefore the level of risk that Macquarie was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Macquarie's views on its potential capabilities and likelihood of default events arising;</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; and</p> <p>d) the public interest has been served by revealing the fact that a bank guarantee is required from Macquarie. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise amount of the undertaking.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
80.	Clause 6.3(a)(i) and (ii) - Returning the Bank Guarantee	The information redacted is the percentage numbers.	<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 discloses Macquarie's cost structure or</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out the amount of the bank guarantee that the Principal can withhold after the Last Date of Completion and after expiry of the Defects Correction Period;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to the rectification of defects, and therefore the level of risk that Macquarie was willing to price and accept. Exposing this information may also provide insight into the Macquarie's views on its potential capabilities and likelihood of ongoing defects arising;</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; and</p> <p>d) the public interest has been served by revealing the fact that a bank guarantee is required from Macquarie. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentages.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
81.	Clause 8.3(e),(f),(g),(m)(i)(A), (m)(iii)(A), (n), (o) - 'Lifts and escalators'	The information redacted is part of a clause and 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), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>(a) the information redacted sets out the rights and obligations of the parties in relation to the DSI Contract;</p> <p>(b) if the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the Principal or Macquarie, thereby</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</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>prejudicing the Principal's and Macquarie's negotiating position; and</p> <p>(c) revealing the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
82.	Clause 9.16(d) – Services	The information redacted is a clause.	<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 because:</p> <p>(a) the redacted information sets out the rights and obligations of the parties in connection with the provision of Services for the Early 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 contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions.</p> <p>Review: 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
83.	Clause 10.1(b) - Rail Contractors	The information redacted is a reference to a redacted definition.	<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"> a) the redacted information relates to a definition that has been redacted in its entirety (clause 1.1); and b) the efficacy of the redaction to the relevant definition is dependent on the references to that definition also being redacted. The explanation for the redaction of this definition is set out in the explanation in row 42 of this table. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
84.	Clause 10.8 - Excusable Causes of Delay	The information redacted is a reference to a redacted definition.	<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"> a) the redacted information relates to a definition that has been redacted in its entirety (clause 1.1); and b) the efficacy of the redaction to the relevant definition is dependent on the references to that definition also being redacted. The explanation for the redaction of this definition is set out in the explanation in row 2 of this table. <p>Review: 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.	
85.	Clause 10.10(a)(i), (d)(ii)-(iv) - Master Interface Protocols Deed Poll	The information redacted is a time period and 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), 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 because:</p> <p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> a. the timeframe in which Macquarie must provide an executed counterpart of the Master Interface Protocols Deed Poll; and b. the parties rights and obligations in connection with the Master Interface Protocols Deed Poll; and <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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
86.	Clause 10.11 – Collateral Warranty Deed Poll	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</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 relates to a definition that has been redacted in its entirety (clause 1.1, definition of 'Collateral Warranty Deed Poll'); and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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 efficacy of the redaction to the relevant definition is dependent on the references to that definition also being redacted. The explanation for the redaction of this definition is set out in the explanation in row 14 of this table.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
87.	Clause 11.1, 11.4A, 11.5, 11.12, 11.13, 11.14, 11.16, 11.17, 11.19	The information redacted is 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)(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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out sensitive information regarding the rights and obligations of the parties in connection with the works being undertaken by the TSE Contractor under the TSE Contract;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the parties in relation to the interface between the Project Works and the TSE Works, and therefore the level of risk that Macquarie was willing to price and accept. Exposing this information may also provide insight into Macquarie's views on its potential capabilities and the likelihood of certain risks 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>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
88.	Clause 11.3(c) - MLC Pedestrian Link	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), 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 because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information concerning the rights and obligations of the parties in connection with the utilisation of the MLC Pedestrian Link; 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, and also prejudice the effective exercise of the Principal's functions. <p>Review: 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
			business and commercial interests. There is an overriding public interest against disclosure.	events and circumstances change.
89.	Clause 12.1	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), 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 because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the rights and obligations of the parties in relation to the Third Party Agreements; b) the Principal is still in the process of negotiating the Third Party Agreements. If the redacted information were disclosed, the third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and c) revealing the information could prejudice the parties' legitimate business, commercial or financial interests and also prejudice the effective exercise by the Principal of its functions. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
90.	Clause 12.3(b)(ii) - Pedestrian links proposed by	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</p>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Macquarie		<p>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 business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out sensitive information concerning potential pedestrian links; 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, and also prejudice the effective exercise of the Principal's functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
91.	Clause 13.1(d) - Acknowledgements regarding OSD and Retail Lease interface	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</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 relates to a clause that has been redacted in its entirety (clause 32(b)); and</p> <p>b) the efficacy of the redaction to the relevant clause is dependent on the references to that definition also being redacted. The explanation for the redaction of this definition is set out in the explanation in row 112 of this table.</p> <p>Review: 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
			interests. There is an overriding public interest against disclosure.	
92.	Clause 13.3	The information redacted is the entire clause.	<i>Section 32(1)(d), item 4(b), (c) and (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 because: a) the redacted information sets out sensitive information regarding the interface between the station, OSD and retail works; and b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to key project risks, and therefore the risk that Macquarie was willing to price and accept. Exposing this information may also provide insight into the parties' views on its potential capabilities and likelihood of certain risks arising; 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 reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.
93.	Clauses 16.2(d)(vi)-(vii) and (e) -	The information redacted is the clauses listed.	<i>Section 32(1)(d), item 1(f) of the table in section 14</i> The disclosure of this	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Information Documents		<p>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 business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out sensitive information regarding the reliance on certain information;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to reliance on information, and therefore the risk that Macquarie was willing to price and accept. Exposing this information may also provide insight into the Macquarie's views on its potential capabilities and likelihood of key 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
94.	Clauses 17.2(i) and 17.2(k) - Construction Licence	The information redacted is a part of a clause and an 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)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out sensitive information regarding site access dates and site access rights and requirements;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to site access, and therefore the risk that Macquarie was willing to price and accept. Exposing this information may also provide insight into Macquarie's views on the likelihood of</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>certain risks 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 and prejudice the effective exercise by an agency of the agency's functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
95.	Clauses 17.14	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 because:</p> <p>a) the redacted information sets out sensitive information regarding site access arrangements and liabilities;</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
			<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>apportionment of risk between the Principal and Macquarie in relation to site access, and therefore the risk that Macquarie was willing to price and accept. Exposing this information may also provide insight into Macquarie's views on the likelihood of certain risks 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
96.	Clause 17.15 - South Tower OSD Access	The information redacted is dates.	<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 because:</p> <p>a) the redacted information sets out a date relevant to the site access arrangements between the parties;</p> <p>b) exposing the redacted information would reveal the period that Macquarie was willing to accept risk in connection with site access and completion of certain works; 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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
97.	Clause 20.3(a)(vi) and 20.3(c) - Design warranties	The information redacted is part of a clause and an 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), 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 because:</p> <ul style="list-style-type: none"> a) the redacted information sets out provisions concerning reliance on certain project information; b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to reliance on project information, and therefore the level of risk that Macquarie was willing to price and accept. Exposing this information may provide insight into Macquarie's views on the likelihood of certain risks arising; 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. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
98.	Clause 20.6(b)(i)(B) – Certification of Design	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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out provisions concerning the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Documentation		<p>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 business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>certification of Design Documentation;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to reliance on design certifications, and therefore the level of risk that Macquarie was willing to price and accept. Exposing this information may provide insight into Macquarie's views on the likelihood of certain risks 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.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
99.	Clause 20.10(b) - Rail Contractors	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), 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</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 sensitive information, including dates, relevant to the interface between Macquarie and certain third parties;</p> <p>b) if the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and</p> <p>c) revealing the information could prejudice the parties' legitimate business, commercial or financial interests, and also</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>prejudice the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
100.	Clause 20.11(a)(iv) - Design Documentation for construction	The information redacted is part of a 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"> a) the redacted information relates to a schedule that has been redacted in its entirety (Schedule A16); and b) the efficacy of the redaction to the relevant schedule is dependent on the references to certain information in that schedule also being redacted. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
101.	Clause 21.11(b)(ii) – As-built drawings'	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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out provisions concerning the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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 business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>certification of Design Documentation;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to reliance on design certifications, and therefore the level of risk that Macquarie was willing to price and accept. Exposing this information may provide insight into Macquarie's views on the likelihood of certain risks 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.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
102.	Clause 20.18 – Design Life	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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out Macquarie's liability in respect of the Design Lives of specific parts of the Project Works;</p> <p>b) exposing the redacted information would also reveal the apportionment of risk between the Principal and Macquarie in relation to the Design Lives of specific parts of the Project Works, and therefore the level of risk that Macquarie was willing to price and accept;</p> <p>c) the length of time that claims may be made with respect to design life provide insights into the contractor's capabilities,</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 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>and that information is expected to be used by Macquarie in the future; and</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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
103.	Clause 23.9(e) - Claim for extension of time	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)(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 discloses Macquarie's cost structure or profit margins and would place</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out sensitive information regarding the relief that Macquarie is entitled to claim in a project-specific circumstance;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to the occurrence of a particular event, and therefore the level of risk that Macquarie was willing to price and accept;</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.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by the disclosure of the remainder of the clause on extensions of time. In light of this disclosure, there is an overriding public interest against the disclosure of the particular paragraph.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
104.	<p>Clause 23.12(d)(ii), (e)(ii), (f)(ii) and (o)(ii) - Liquidated damages for delay</p>	<p>The information redacted is dollar amounts.</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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial</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 limits of Macquarie's liability under the indemnities in relation to Milestone Achievement, Construction Completion and Completion;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to key delay risks. Exposing this information may provide insight into Macquarie's views on its potential</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>capabilities and likelihood of Milestone Achievement, Construction Completion and Completion being achieved by the relevant Date for Milestone Achievement of each Milestone, Date for Construction Completion and Date for Completion of the relevant Portions;</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; and</p> <p>d) the public interest has been served by revealing the existence of the indemnities. In light of this disclosure, there is an overriding public interest against the disclosure of the precise dollar amounts.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
105.	Clause 24.1 and clause 24.8 - Entitlement to claim compensation and Limitation of liability	The information redacted is 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)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out sensitive information regarding Macquarie's entitlement to claim compensation in connection with certain events giving rise to delay costs;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the parties in relation to key delay risks, and therefore the risk that Macquarie was willing to price and accept. Exposing this information may also</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Schedule 4</i></p> <p>The disclosure of this information discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>provide insight into Macquarie's views on its potential capabilities and 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
106.	Clause 24.2, 24.4, 24.5 and 24.7 - Claim for compensation, Condition	The information redacted is references to a redacted definition.	<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</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 relates to a definition that has been</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	precedent to compensation, Delay costs and [redacted definition] and Mitigation		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.	redacted in its entirety (clause 1.1); and b) the efficacy of the redaction to the relevant definition is dependent on the references to that definition also being redacted. The explanation for the redaction of this definition is set out in the explanation in row 2 of this table. Review: This information would be reviewed for disclosure as events and circumstances change.
107.	Clause 27.1(i)(iii) - Construction Completion	The information redacted is a reference to a redacted definition.	<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: c) the redacted information relates to a definition that has been redacted in its entirety (clause 1.1); and d) the efficacy of the redaction to the relevant definition is dependent on the references to that definition also being redacted. The explanation for the redaction of this definition is set out in the explanation in row 34 of this table. Review: This information would be reviewed for disclosure as events and circumstances change.
108.	Clause 27.2	The information redacted is the entire clause.	<i>Section 32(1)(d), item 1(f) of the table in section 14</i> The disclosure of this information could prejudice the	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 sensitive information

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>effective exercise by an agency of the agency's functions. <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>concerning the Principal's termination rights against Macquarie under the SDD and OSD PDA;</p> <p>b) exposing the redacted information would reveal the level of risk that the Principal was willing to accept in relation to its termination rights against Macquarie. Exposing this information may also provide insight into Macquarie's views on its potential capabilities and likelihood of certain risks 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
109.	Clause 30.2(d) and (e) - Principal's Representative's Direction	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), 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information concerns the allocation of responsibility for rectifying defects;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to certain defects. Exposing this information may provide insight into Macquarie's views on certain defects arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>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 prejudice the Principal's ability to effectively exercise its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
110.	Clause 30.6, 30.7, 30.8 and 30.9	The information redacted is 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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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</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"> a) the redacted information sets out the Defects Correction Period for the Works, Local Area Works, Service Works and Property Works; b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to the rectification of defects, and therefore the level of risk that Macquarie was willing to price and accept. Exposing this information may also provide insight into the Macquarie's views on its potential capabilities and likelihood of ongoing defects arising; 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;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>and</p> <p>d) the public interest has been served by revealing the fact that there is a Defects Correction Period. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise dates.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
111.	Clause 31.11(a), 31.12(a) and 31.12(c)(ii)	The information redacted is dollar amounts.	<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)(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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</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) the redacted information sets out the purchase price amounts for the Principal Transfer Land and MBL Transfer Land;</p> <p>b) exposing the redacted information would reveal the amount that Macquarie and the Principal were willing to accept as the purchase price amount for the relevant land, which may provide insight into Macquarie's 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 and also prejudice the effective exercise by the Principal of its functions.</p> <p>Review: 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>14</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>	
112.	Clause 32(b) - Retail Leases	The information redacted is the entire clause.	<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 because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the obligations of the parties in relation to the retail leases; 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 could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: 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
113.	Clause 33.1(c) and (d) - Station Works D&C Savings	The information redacted is a percentage number and dollar amounts.	<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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>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"> a) the redacted information sets out sensitive information concerning the Station Works D&C Sum; b) the disclosure of the redacted information would provide insight into the level of risk that Macquarie was willing to price and accept and may also provide insight into Macquarie's underlying cost structure; 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 reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: 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
114.	Clause 33.3 - Interest on Unpaid Macquarie Payments	The information redacted is a percentage number.	<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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>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"> a) the redacted information sets out the amount of interest payable by Macquarie in connection with failure to pay the Macquarie Payment; b) the disclosure of the redacted information would provide insight into the level of risk that Macquarie was willing to price and accept and may also provide insights into Macquarie's underlying cost structure; 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 reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: 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
115.	Clause 34.1(c), (d), (e) - Core Payment 2	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)(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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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</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"> a) the redacted information sets out sensitive information in relation to payment arrangements under the contract; b) the disclosure of the redacted information would provide insight into the level of risk that Macquarie was willing to price and accept and may also provide insights into Macquarie's underlying cost structure; 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 reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: 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>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
116.	Clause 34.2(d) - Payment Claims	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), 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"> a) the redacted information sets out sensitive information in relation to payment arrangements under the contract; 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. <p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests and also prejudice the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
117.	Clause 34.3(c) - Effect of payment	The information redacted is the	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	schedules and payments	entire clause.	<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 business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information in relation to payment arrangements under the contract; 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 could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests and also prejudice the effective exercise by the Principal of its functions. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
118.	Clause 34.4(a) and (b) - Provision of documentation and other requirements	The information redacted is the percentage numbers.	<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)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information identifies the percentage of the amount set out in the payment schedule that the Principal is obliged to pay Macquarie if Macquarie has not complied with the conditions listed in clause 34.4(a) and 34.4(b); b) the purpose of the clause is to incentivise Macquarie to provide all documents and achieve the other requirements set out in clause 34.4(a) and 34.4(b). The redacted information reflects

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Schedule 4</i></p> <p>The disclosure of this information discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>a negotiated amount which Macquarie has priced and accepted;</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; and</p> <p>d) the public interest has been served by revealing the existence of a reduced obligation on the Principal to pay Macquarie the amount set out in a payment schedule if Macquarie fails to satisfy its obligations set out under clause 34.4(a) and 34.4(b). In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
119.	Clause 34.5(g) - Payment of Subcontractors, workers compensation	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</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 sensitive information in</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	and payroll tax		<p>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 business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>relation to payment arrangements under the contract; 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 and also prejudice the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
120.	Clause 34.6(c) - Payment for unfixed Construction Materials	The information redacted is a time period.	<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</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 time at which the Principal must release the Bank Guarantee to Macquarie;</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; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interest against disclosure.	<p>c) the public interest has been served by revealing the fact that a bank guarantee is required from Macquarie. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise amount of the undertaking.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
121.	Clause 34.10(a) - Interest	The information redacted is the percentage number.	<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> <p>a) the redacted information sets out detail in respect of Macquarie's entitlement to payment of interest on amounts unpaid, damages and amounts to be paid after resolution of a Dispute;</p> <p>b) exposing the redacted information may also reveal risk that Macquarie was willing to price and accept in relation to amounts unpaid, damages and amounts to be paid after resolution of a Dispute. It may also provide insight on Macquarie's capabilities; 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>Review: 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
122.	Clause 34.13	The information redacted is the entire clause.	<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"> a) the redacted information sets out sensitive information concerning payment rights under the SDD and 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 could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
123.	Clause 35.2(a) and (b) – Variation Impact Proposal	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.<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</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"> a) exposing the redacted information would reveal risk that Macquarie was willing to price and accept in relation to the preparation of Variation Impact Proposals. It may also provide insight on Macquarie's capabilities; 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 could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
124.	Clause 35.2(c)(viii) - Variation Impact Proposal	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.<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"> a) the redacted information sets out sensitive information concerning the potential consequences of a Variation; b) exposing the redacted information would reveal the level of risk that Macquarie was willing to price and accept in relation to Variations. It may also provide insight on Macquarie's views on its potential capabilities and the likelihood of certain risks arising; 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 reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
125.	Clause 35.3(c) - Cost of preparing	The information redacted is the	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	variation impact proposal	entire clause.	<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)(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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the apportionment of the cost of preparing Variation Impact Proposals; b) exposing the redacted information would reveal risk that Macquarie was willing to price and accept in relation to preparatory costs for Variation Impact Proposals. It may also provide insight on the parties' capabilities; 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 reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: 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.	
126.	Clause 35.5(c) - Principal must consult with Macquarie in relation to Material Impacts	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"> a) the redacted information relates to a clause that has been redacted in its entirety (clause 35.2(c)(viii)); and b) the efficacy of the redaction to the relevant clause is dependent on the references to that definition also being redacted. The explanation for the redaction of this clause is set out in the explanation in row 125 of this table. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
127.	Clause 35.7A	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</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"> a) the redacted information relates to a clause in the SDD and schedule to the OSD PDA that have been redacted in their entirety (clause 35.2(c)(viii) of the SDD and Schedule E7 to the OSD PDA); and b) the efficacy of the redaction to the relevant clause and schedule is dependent on this clause also being redacted. The explanation for the redaction of this clause is set out in the explanation in row 124 of this table and row 88 of the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>explanatory table for the OSD PDA.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
128.	<p>Clause 35.17(a)(iii), 35.17(a)(v)(A) and 35.17(b) - Pending changes</p>	<p>The information redacted is dates and a dollar amount.</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)(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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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</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:</p> <ul style="list-style-type: none"> a. the dates by which the parties must comply with their obligations or exercise their rights in relation to Pending Changes; and b. the amount payable by the Principal to Macquarie for design and project management costs in connection with the Pending Changes; <p>b) the disclosure of the redacted information would provide insight into the level of risk that Macquarie was willing to price and accept and may also provide insights into Macquarie's underlying cost structure; 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>Review: 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>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>	
129.	Clause 35.17(f) – Pending Changes	The information redacted is part of a 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) the redacted information relates to a clause in the SDD and schedule to the OSD PDA that have been redacted in their entirety (clause 38.4 of the SDD and Schedule E6 to the OSD PDA); and</p> <p>b) the efficacy of the redaction to the relevant clause and schedule is dependent on this clause also being redacted. The explanation for the redaction of this clause is set out in the explanation in row 131 of this table and row 87 of the explanatory table for the OSD PDA.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
130.	Clause 37(c) and (d) - Variation Costs and Variation Savings	The information redacted is percentages.	<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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out sensitive information</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>of the agency's functions.</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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>regarding the Principal's entitlement to Variation Savings;</p> <p>b) exposing the redacted information may also reveal risk that Macquarie was willing to price and accept in relation to the Variations. It may also provide insight on Macquarie's views on its capabilities; 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>Review: 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
131.	Clause 38	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)(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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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</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"> a) the redacted information outlines sensitive information regarding payments for Pending Changes and Macquarie's entitlement to time and cost relief in connection with the Pending Changes; b) exposing the redacted information may also reveal risk that Macquarie was willing to price and accept in relation to the Pending Changes. It may also provide insight on Macquarie's views on its capabilities and the likelihood of certain risks arising and may also provide insights into Macquarie's underlying cost structure; 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 reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: 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>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
132.	<p>Clause 41.5(b) - Asbestos liability insurance; clause 41.6 - Professional indemnity insurance; clause 41.7 - Construction Plant insurance; clause 41.8 - Motor vehicle insurance; clause 41.9 - Periods of Insurance; clause 41.10 - Evidence of Policies; clause 41.11 - Provisions in policies; 41.12 - Premiums; clause 41.13 - Undertaking to inform</p>	<p>The information redacted is a dollar amount and the clauses listed.</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.<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"> a) the redacted information sets out the limits of the insurance policies that Macquarie is required to effect and maintain; b) exposing the redacted information would reveal the level of insurance risk that Macquarie was willing to price and 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 reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
133.	Clause 41.17	The information	<i>Section 32(1)(d), item 1(f) of</i>	The Principal weighed the competing public interest considerations

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		redacted is the entire clause.	<p><i>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 business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding Macquarie's liability in connection with the relevant insurance policies; b) exposing the redacted information would reveal the level of insurance risk that Macquarie was willing to price and 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 reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
134.	Clause 41.18 – DSU Insurance	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), item 4(b), (c) and (d) of the table in section 14</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> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding Macquarie's liability in connection with the relevant insurance policies; b) exposing the redacted information would reveal the level of insurance risk that Macquarie was willing to price and accept;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
135.	Clauses 42.1(b)-(d) - Indemnity from Macquarie	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)(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 discloses the cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential competitors and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out sensitive information regarding the scope of the indemnity given by Macquarie in relation to the categories of loss set out in clause 42.1;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to the occurrence of particular events. Exposing this information may provide insight into Macquarie's views on the likelihood of certain risks 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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>provide visibility on Macquarie's profit margins.</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>functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
136.	<p>Clauses 42.2(a), (b) and (c) - Limitations upon Macquarie's liability; clause 42.3; clause 42.4; clause 42.5, clause 42.7(b), clause 42.8, clause 42.9 and clause 42.10</p>	<p>The information redacted is a percentage number and entire clauses.</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)(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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding Macquarie's total aggregate liability, including limits on Macquarie's liability; b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to liability under the SDD. Exposing this information may provide insight into Macquarie's views on its potential capabilities and likelihood of Macquarie being held liable for the events identified in clause 42;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information discloses the cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential competitors and provide visibility on Macquarie's profit margins.</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) the redacted information sets out a unique arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information; and</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 prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
137.	Clause 43.3(a), (b) and (e) - Cure Plan	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</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 details regarding the time by which Macquarie must prepare a Draft Cure Plan, the Principal must respond in relation to a Draft Cure Plan and a Macquarie Termination Event will occur;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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 information would reveal the level of risk that the Principal was willing to accept in relation to its termination rights against Macquarie. Exposing this information may also provide insight into Macquarie's views on its potential capabilities and likelihood of certain risks 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
138.	Clause 43.4(a), (b) and (e) - Prevention Plan	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 of this information because:</p> <p>a) the redacted information sets out details regarding the time by which Macquarie must prepare a Draft Prevention Plan, the Principal must respond in relation to a Draft Prevention Plan and a Macquarie Termination Event will occur;</p> <p>b) the redacted information would reveal the level of risk that the Principal was willing to accept in relation to its termination rights against Macquarie. Exposing this information may also provide insight into Macquarie's views on its potential capabilities and likelihood of certain risks 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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
139.	<p>Clause 45.1(a) and (k) - Macquarie Termination Event; Clause 45.4(c) - Principal Termination Events; Clause 45.7(a) - Termination of OSD PDA</p>	<p>The information redacted is references to redacted provisions.</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"> a) the redacted information relates to a clause and part of a clause that has been redacted (clause 27.2 and 42.2(a)); and b) the efficacy of the redaction to the relevant clauses is dependent on the references to those clauses and sensitive information also being redacted. The explanation for the redaction of this clause is set out in the explanation in rows 108 and 136 of this table. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
140.	<p>Clause 45.6</p>	<p>The information redacted is the entire clause.</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</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> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information concerning the parties' termination rights; b) exposing the redacted information would reveal the level of risk that the Principal was willing to accept in relation to its

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>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>termination rights against Macquarie. Exposing this information may also provide insight into Macquarie's views on its potential capabilities and likelihood of certain risks 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
141.	Clause 45.10 - Termination Payment	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)(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 discloses the cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to</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 sensitive information concerning the Termination Payment regime;</p> <p>b) exposing the redacted information would reveal the level of risk that Macquarie was willing to price and accept in relation to its liability to make a Termination Payment. It may also provide insight on Macquarie's views on its capabilities and the likelihood of certain risks 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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>potential competitors and provide visibility on Macquarie's profit margins.</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>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
142.	Clause 51.1(b), (c) and (d) - Change in Ownership	The information redacted is the names of the entities subject to the change in ownership restriction, time periods and an entire clause.	<p><i>Section 32(1)(d), items 4(b) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information would reveal the extent to which the parties were willing to agree that related entities of Macquarie would be subject to change in ownership restrictions as part of the Sydney Metro Project.</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"> a) exposing the redacted information would reveal the extent to which Macquarie and its related entities were willing to accept a change in ownership restriction as part of the Sydney Metro Project and may also provide insights into Macquarie's corporate structure; 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interest against disclosure.	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. Review: This information would be reviewed for disclosure as events and circumstances change.
143.	Clause 54.2(b) - Notices of other Claims	The information redacted is a reference to a redacted definition.	<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) the redacted information relates to a definition that has been redacted in its entirety (clause 1.1); and b) the efficacy of the redaction to the relevant definition is dependent on the references to that definition also being redacted. The explanation for the redaction of this definition is set out in the explanation in row 2 of this table. Review: This information would be reviewed for disclosure as events and circumstances change.
144.	Clause 59(d)(i)(D) - Notices	The information redacted is the names and email addresses of the representatives.	<i>Section 32(1)(d), item 3(a) of the table in section 14</i> The disclosure of this information would reveal an individual's personal information. There is an overriding public	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, including the names and email addresses of individual persons. 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interest against disclosure.	disclosure as identified above.
145.	Clause 60.10(e) - Indemnities	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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out limits on the parties' liabilities under the SDD; b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to the long term risks associated with the works, and therefore the level of risk that Macquarie was willing to price and accept. It would also provide insight into Macquarie's cost structure; c) the length of time that claims may be made with respect to design life provide insights into the contractor's capabilities, and that information is expected to be used by Macquarie in the future; and 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>Review: 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
146.	Execution page of the general conditions	The information redacted is the execution clauses.	<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 , including names and signatures 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>
147.	Schedule A1 - Conditions Precedent	The information redacted is item 2.	<p><i>Section 32(1)(a) (paragraph (e) at clause 1 of Schedule 4)</i></p> <p>The disclosure of this information would place Macquarie at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d) (items 4(b) and 4(c) 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding the apportionment of risk between the parties in relation to liabilities arising under the SDD; and b) revealing the information could reasonably be expected to prejudice the legitimate business, commercial or financial interests of the parties by revealing the nature of the risk accepted by the parties; 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>Review: 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>interests.</p> <p>There is an overriding public interest against disclosure.</p>	
148.	Schedule A2 - Portions and Milestones	<p>The information redacted is the dates, dollar amounts and Portion and Milestone descriptions.</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)(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 discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to 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) the redacted information sets out:</p> <ul style="list-style-type: none"> a. the description of certain Portions and Milestones; b. the Date for Construction Completion and Completion of each Portion; c. the Date for Milestone Achievement of each Milestone; and d. the rate of Liquidated Damages if Construction Completion or Completion does not occur by the Date for Construction Completion Date for Completion or Milestone achievement is not achieved by the Date for Milestone Achievement; <p>b) exposing the redacted information would reveal the risk that Macquarie priced and accepted in relation to the Liquidated Damages regime and the relevant Dates for Construction Completion, Completion and Milestone Achievement. Exposing this information may provide insight into Macquarie's views on its potential capabilities and likelihood of there being a delay to the project;</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.</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>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the obligation of Macquarie to achieve Construction Completion and Completion of the relevant portions by the Date for Construction Completion and Completion for each Portion and to reach Milestone Achievement of the relevant Milestones by the Date for Milestone Achievement, otherwise liquidated damages will become payable. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates and dollar amounts.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
149.	Schedule A3 - Macquarie Group Structure	The information redacted is the entire schedule.	<p><i>Section 32(1)(a) (paragraph (a) of the definition of "commercial-in-confidence provisions" at clause 1 of schedule 4)</i></p> <p>The disclosure of this information could reveal the contractor's financing arrangements.</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</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 Macquarie's corporate structure for the purpose of delivering the Martin Place Metro Station project;</p> <p>b) revealing the information could disclose the financing arrangements Macquarie has implemented for the delivery of the Martin Place Metro Station project, and would make this information readily accessible to Macquarie's future clients, competitors and other contractors and would accordingly reduce this information's competitive commercial value to Macquarie; and</p> <p>c) therefore the disclosure of this information would reveal a</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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-in-confidence provision of a government contract, and would prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
150.	Schedule A4 - Follow-on Contractor Cooperation and Integration 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"> a) the redacted information sets out the form of the interface agreements that Macquarie is to enter into with the Operator, the Line-wide Contractor, and the ETS Contractor; b) the disclosure of the redacted information would reveal the level of interface risk Macquarie was willing to price and accept in relation to interface of the Project Works with the works to be performed by the Operator, the Line-wide Contractor and ETS Contractor; 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 & 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 Macquarie in relation to the interface agreements to which Macquarie will be a counterparty; d) therefore the disclosure of this information would: <ul style="list-style-type: none"> a. place the Principal at a commercial disadvantage in

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>future negotiations with other contractors on the Sydney Metro City & Southwest project; and</p> <p>b. 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.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
151.	Schedule A5 - Significant Subcontractors	The information redacted are the names of the Significant Subcontractors.	<p><i>Section 32(1)(d) (items 4(c) and 4(d) of the table in section 14)</i></p> <p>The disclosure of this information could 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 because:</p> <p>a) the redacted information is the names of the Significant Subcontractors under the Station Delivery Deed; and</p> <p>b) if the redacted names were disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with Macquarie, thereby prejudicing Macquarie's negotiating position. 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
152.	Schedule A6 - Interface	The information redacted is	<i>Section 32(1)(d), item 1(f) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	management services	payment information, percentage numbers and a cost forecast schedule.	<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)(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 discloses the contractor's cost structure or profit margins, and disclosure would place Macquarie at a substantial commercial disadvantage in relation to other contractors or potential 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>against disclosure of this information because:</p> <p>a) the redacted information is:</p> <ul style="list-style-type: none"> a. monetary amounts and information relating to the applicable rates applying in relation to such plant and labour items; and b. a cost forecast schedule showing a summary of the program and relevant cost considerations; <p>b) revealing this 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; and</p> <p>c) 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> <p>Review: 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.	
153.	Schedule A7 - TSE Contractor and Integration 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"> a) the redacted information sets out the form of the interface agreement that Macquarie is to enter into with the TSE Contractor; b) the disclosure of the redacted information would reveal the level of interface risk Macquarie was willing to price and accept in relation to interface of the Project Works with the TSE Contractor's works; 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 reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
154.	Schedule A9 - Macquarie's Personnel	The information redacted is the names of individual persons and a dollar amount.	<p><i>Section 32(1)(d)</i></p> <p>The disclosure of this information would reveal an individual's personal 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"> a) the redacted information is: <ul style="list-style-type: none"> a. the names of individual persons acting in the roles referred to in Schedule A9; and

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. a monetary amount, being the delegated financial authority required to be held by a person acting as Macquarie's Representative;</p> <p>b) revealing the information would make readily accessible to future clients, competitors and other contractors the delegated financial authority held by Macquarie's Representative, and in doing so would place Macquarie at a substantial commercial disadvantage in relation to other contractors or potential contractors and may prejudice Macquarie's legitimate business, commercial or professional interests by providing a public reference point to approximate the delegated financial authorities of other Macquarie employees; and</p> <p>c) 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> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
155.	Schedule A10 - Subcontractor Warranties	The information redacted are the beneficiaries and warranty periods.	<p><i>Section 32(1)(d) (item 1(f))</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</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 warranty periods and the beneficiaries of the warranty periods that Macquarie must procure from the relevant subcontractors;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to the design lives of specific parts of the works, and therefore the level of risk that Macquarie was willing to price and accept;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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) the warranty periods provide insight on the subcontractor's capabilities, and that information is expected to be used by Macquarie in the future, in addition to providing insight on Macquarie's ability to obtain particular warranty periods from the market; and</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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
156.	Schedule A12 - IDAR Panel Agreement	The information redacted is information related to the rates payable to Members of the IDAR Panel.	<p><i>Section 32(1)(d), item 4(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> <p>a) the redacted information sets out the 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>Review: 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
157.	Schedule A13 - SWTC Reliance Provisions	The information redacted is the entire schedule.	<p><i>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i></p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential 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 would 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"> a) the redacted information sets out references to the Scope of Works and Technical Criteria and other design documents; b) revealing the information would provide insight into the apportionment of risk between the Principal and Macquarie including in relation to a party's ability to rely on certain information, and Macquarie's consequent liabilities and obligations to indemnify the Principal; 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 reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
158.	Schedule A14	The information redacted is the entire schedule.	<p><i>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</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> <ul style="list-style-type: none"> a) the redacted information is commercially sensitive information

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information would place Macquarie at a substantial commercial disadvantage in relation to other contractors or potential 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>relating to the works of another contractor on the Sydney Metro City & Southwest project;</p> <p>b) exposing the redacted information would provide an insight into the level of interface risk Macquarie was willing to price and accept, and may provide an insight into Macquarie's views of its potential capabilities; 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
159.	Schedule A16 - TSE Adjustment Works	The information redacted is the entire schedule.	<p><i>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i></p> <p>The disclosure of this information would place Macquarie at a substantial commercial disadvantage in relation to other contractors or</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 relates to a scope change to the TSE Contractor's works arising due to the agreed design of the Martin Place Metro Station, and the redacted information provides particulars of the work to be performed, dates for performance and apportionment of liability for the work;</p> <p>b) exposing the redacted information would provide an insight</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>potential 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>into Macquarie's views on the parties' capabilities to perform the works, and the level of risk that Macquarie was willing to accept and price in relation to the works; 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
160.	Schedule A17 - Collateral Warranty Deed Poll	The information redacted is the entire schedule.	<p><i>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4)</i></p> <p>The disclosure of this information would place Macquarie at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out the form of the collateral warranty required to be provided in relation to works which Macquarie is required to design, construct and handover to the Principal; and</p> <p>b) revealing the information would disclose an apportionment of the risk between the parties and the nature of a risk Macquarie was willing to price and accept, which 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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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>reduce the information's competitive commercial value and prejudice a person's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
161.	Schedule A18 - Construction Completion and Completion	The information redacted is part of a clause.	<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 because:</p> <ul style="list-style-type: none"> a) the redacted information sets out details concerning the works that are required to be completed in order for Macquarie to achieve Construction Completion; and b) revealing the information would disclose an apportionment of the risk between the parties and the nature of a risk Macquarie was willing to price and accept, which 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 a person's legitimate business, commercial or financial interests. <p>Review: 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.
162.	Schedule A19 - Master Interface Protocols Deed Poll	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place Macquarie at a substantial commercial disadvantage in relation to other contractors or potential 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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information is a deed poll to be entered into by Macquarie which sets out mechanisms to address interface risk on the Sydney Metro City & Southwest project; b) exposing the redacted information would reveal the apportionment of risk between parties, and the risk that Macquarie was willing to price and accept; 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
163.	Schedule A20 - Early Works	The information redacted is the entire schedule.	<i>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at</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
			<p><i>clause 1 of Schedule 4)</i></p> <p>The disclosure of the information would place Macquarie at a substantial commercial disadvantage in relation to other contractors or potential 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 early works required to be completed by third party contractors;</p> <p>b) revealing the information would disclose the apportionment of risk between the Principal and Macquarie; 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
164.	Schedule A21 - TSE Adjustment Works Risk Allocation	The information redacted is the entire schedule.	<p><i>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i></p> <p>The disclosure of this information would place Macquarie at a substantial commercial disadvantage 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) the redacted information relates to a scope change to the TSE Contractor's works arising due to the agreed design of the Martin Place Metro Station, and the redacted information sets out related obligations on the parties;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>relation to other contractors or potential 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 provide an insight into Macquarie's capabilities to perform the works, and the level of risk that Macquarie was willing to accept and price in relation to the works; 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
165.	Schedule A22 - Pending Changes	The information redacted is the entire schedule.	<p><i>Section 32(1)(d) (item 1(f))</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)(a) (paragraphs (b) and (e) of the definition of "commercial-in-confidence provision" referred to in clause 1 of Schedule 4)</i></p> <p>The disclosure of this information would disclose</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 information in relation to pending changes to the project works upon further scope development between the parties (this includes drawings, Macquarie's assumptions and program impacts);</p> <p>b) revealing the information would provide an insight into Macquarie's views on its potential capabilities and its cost structures and expected profit margins and would make the information available to other contractors and prejudice Macquarie's negotiation for the performance of the works; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to other contractors or potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d) (item 1(f))</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), 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) the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
166.	Schedule B1 - Commercially	The information redacted is the	<i>Section 32(1)(d) (items 4(c) and 4(d) of the table in section</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Sensitive Information	entire schedule.	<p>14)</p> <p>The disclosure of this information could 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>against disclosure of this information because:</p> <p>a) the redacted information identifies clause, schedule and annexure references in the contract documents and particularises the aspects which Macquarie considers to be its commercially sensitive information; and</p> <p>b) revealing the information would provide an insight into sensitive commercial points for Macquarie and otherwise diminish the competitive commercial value of this information to Macquarie and prejudice its legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
167.	Schedule B9 - Macquarie's and D&C Contractor's Certificate – Design (Design Stage 3)	The information redacted refers and relates to the names of contract documents.	<p><i>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 14)</i></p> <p>The disclosure of this information would place the contractor 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 this information could 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 refers to the names of contract documents and other particulars regarding design certification issued by the D&C Contractor; and</p> <p>b) revealing the information would disclose an apportionment of design risk between the Principal, Macquarie and the D&C Contractor and would make this information readily accessible to potential clients, competitors and contractors which the parties may negotiate with in future. Therefore disclosure of the information would reduce the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial or financial interests by impacting on their negotiating position in future.</p> <p>Review: 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>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	events and circumstances change.
168.	Schedule B12 - Macquarie's and the D&C Contractor's Certificate - As-Built Drawings	The information redacted refers and relates to the names of contract documents.	<p><i>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 14)</i></p> <p>The disclosure of this information would place the contractor 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 this information could 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 refers to the names of contract documents and other particulars regarding design certification issued by the D&C Contractor; and</p> <p>b) revealing the information would disclose an apportionment of design risk between the Principal, Macquarie and the D&C Contractor and would make this information readily accessible to potential clients, competitors and contractors which the parties may negotiate with in the future. Therefore disclosure of the information would reduce the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial or financial interests by impacting on their negotiating position in future.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
169.	Schedule B21 - Variation Impact	The information redacted refers	<i>Section 32(1)(d) (item 4(c) and</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Request and Proposal Template	to information required to be provided in a variation impact proposal.	<p>4(d))</p> <p>The disclosure of this information could 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>against disclosure of this information because:</p> <p>a) the redacted information refers to items which Macquarie or the D&C Contractor must consider and provide details of their consequences in the context of a proposed variation; and</p> <p>b) revealing the information would disclose the Principal and Macquarie's material commercial considerations in the assessment of a proposed variation and which are unique to the Martin Place Metro Station, and therefore the disclosure of the information would reduce the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
170.	Schedule B25	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> <p>a) the redacted information relates to a clause that has been redacted in its entirety (clause 27.2); and</p> <p>b) the efficacy of the redaction to clause 27.2 is dependent on Schedule B25 also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 27.2 (see row 108).</p> <p>Review: 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
171.	Schedule C1 - SWTC – Appendix 4 (Station Works and Precinct Drawings)	The information redacted is drawings.	<p><i>Section 32(1)(a) (paragraph (d) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i></p> <p>The disclosure of this information may disclose intellectual property in which Macquarie has an interest.</p> <p><i>Section 32(1)(d) (item 4(c) and 4(d))</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d) (item 2(e))</i></p> <p>The disclosure of the information would 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 this information because:</p> <ul style="list-style-type: none"> a) the redacted information is drawings of the Station Works; b) disclosure of this information may reveal intellectual property in which Macquarie has an interest and would make this information readily accessible to Macquarie's competitors which would place Macquarie at substantial commercial disadvantage in future projects of a similar nature; and c) disclosing the redacted information could endanger or prejudice the Principal's procedure for protecting the Martin Place Metro Station. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
172.	Schedule C1 - SWTC – Appendix 25a (Initial	The information redacted is the entire	<i>Section 32(1)(d) (item 4(c) and 4(d))</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Interface Requirements Specifications)	Annexures A to I.	<p>The disclosure of this information could 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>against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out details of the Interface Requirements Specifications; and b) revealing the information 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
173.	Schedule C1 - SWTC - Appendix 25b (Room Schedule and Room Data Sheets)	The information redacted is the entire Annexure A and Annexure B.	<p><i>Section 32(1)(d) (item 4(c) and 4(d))</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d) (item 2(e))</i></p> <p>The disclosure of the information would 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 this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out drawings and specifications for the station rooms; b) disclosing the information could endanger or prejudice the Principal's procedure for protecting the Martin Place Metro Station; and c) revealing the information 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.

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.	interests. Review: This information would be reviewed for disclosure as events and circumstances change.
174.	Schedule C1 - SWTC – Appendix 45 (Minimum Service and System Performance Requirements)	The information redacted is tables.	<i>Section 32(1)(d) (item 4(c) and 4(d))</i> The disclosure of this information could 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) the redacted information sets out details of the design capacity requirements; and b) revealing the information 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. Review: This information would be reviewed for disclosure as events and circumstances change.
175.	Schedule C1 - SWTC – Appendix 59 (Authorised Engineering Organisation)	The information redacted is the entire Schedule 2 and Schedule 3.	<i>Section 32(1)(d) (item 4(c) and 4(d))</i> The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.	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 drawings and specifications in relation to the station layout and AEO responsibility; b) disclosing the redacted information could endanger or prejudice the Principal's procedure for protecting the Martin Place Metro Station; and c) revealing the information could place the parties at a

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))</i></p> <p>The disclosure of the information would 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>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
176.	Schedule C1 - SWTC – Appendix 62 (Agreed Exceptions)	The information redacted is drawings and tables.	<p><i>Section 32(1)(d) (item 4(c) and 4(d))</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d) (item 2(e))</i></p> <p>The disclosure of the information would 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 this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out design elements and features in relation to the Martin Place Metro Station; and b) revealing the information 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
177.	Schedule C1 -	The information	<i>Section 32(1)(d) (item 4(c) and</i>	The Principal weighed the competing public interest considerations

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	SWTC – Appendix 64 (Systems Integration)	redacted is tables.	<p><i>4(d)</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d) (item 2(e))</i></p> <p>The disclosure of the information would 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>and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out details concerning system integration functions; and b) revealing the information 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
178.	Schedule C2	The information redacted is the entire schedule.	<p><i>Section 32(1)(d) (item 4(c) and 4(d))</i></p> <p>The disclosure of this information could 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"> a) the redacted information relates to a definition that has been redacted in its entirety (clause 1.1); and b) the efficacy of the redaction to clause 1.1 is dependent on the content of Schedule C2 also being redacted. The explanation for the redaction of Schedule C2 is set out in the explanation in row 34 regarding the relevant definition. <p>Review: 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
179.	Schedule C3 - Design Stage 1'	The information redacted is part of the schedule.	<p><i>Section 32(1)(d) (item 4(c) and 4(d))</i></p> <p>The disclosure of this information could 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"> a) the redacted information sets out details of the Design Stage 1 documents; and b) revealing the information 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
180.	Schedule D4 - Requirements of Third Party Agreements	The information redacted is the entire schedule.	<p><i>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4)</i></p> <p>The disclosure of this information would place Macquarie at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d) (item 4(b), (c) and (d) of the table in section 14)</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the extent of the Principal's responsibility and obligations for certain third party agreements; b) exposing the redacted information would reveal the allocation of risk under the SDD in respect of fulfilling the requirements of third party agreements; 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, and would place the Principal at a substantial commercial

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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>disadvantage in its negotiations with other contractors and third parties involving the same third party agreements. 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
181.	Schedule D5 - Subdivision Principles	The information redacted describes additional easements which may be required to be procured for the project works and related terms.	<p><i>Section 32(1)(d) (item 4 (d) of the table in section 14)</i></p> <p>The disclosure of this information could prejudice a person's legitimate business, commercial or financial 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"> a) the redacted information describes potential additional easements required in connection with the project works and a provision governing the parties' obligations to agree such easement terms; b) revealing the information would make readily accessible to third parties information about specific easements which may be required to be procured for the purpose of the project works, and disclosure would accordingly make this information prematurely available to parties with whom the Principal may need to negotiate for the procurement of such easements; and c) the disclosure would prejudice the Principal's negotiating position in respect of such easements and the parties' legitimate business, commercial or financial interests. <p>Review: 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.
182.	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 provide visibility on Macquarie's cost structure, profit margins or full base case financial model and would place Macquarie at a substantial commercial disadvantage in relation to other contractors or potential 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 of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out payment arrangements under the contract, including in relation to the 'Total Design Contract Sum' and 'Total Construction Contract Sum' and the Principal's payment to Macquarie for other works and services delivered under with the SDD; b) the information is commercial-in-confidence as its disclosure would provide visibility on Macquarie's profit margins in relation to the work; c) the itemisation of work may also reveal a program which Macquarie has invested a significant amount of time developing, and which Macquarie may want to use in future bids to gain a competitive advantage; and d) disclosure of the redacted information may provide insight on how Macquarie priced and accepted the work for the project. If this information were revealed, it could place Macquarie at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who Macquarie may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice Macquarie's legitimate business, commercial or financial interests. <p>Review: 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.	
183.	Schedule E3 - Claims and Losses	The information redacted is the entire schedule.	<p><i>Section 32(1)(d) (items 4(c) and 4(d) of the table in section 14)</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business or 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 because:</p> <ul style="list-style-type: none"> e) the redacted information identifies types of costs for which Macquarie must indemnify the Principal in specific circumstances under the SDD; and f) revealing the information would reveal an allocation of risk between the Principal and Macquarie in relation to the project, and 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
184.	Schedule E4 - Delay Costs	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 provide visibility on Macquarie's cost structure or profit margins and would place the contractor 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"> a) the redacted information sets out the mechanism and rates for calculating delay costs under the SDD; and b) revealing the information would provide insight into Macquarie's assessment of the risk and commercial impact of delays arising in the course of performing its work, and would also reveal a bespoke mechanism negotiated by the parties; c) revealing the information could place the parties at a

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>disadvantage in relation to other contractors or potential 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>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
185.	Schedule E5 - Insurance Policies	The information redacted is a date.	<p><i>Section 32(1)(d) (item 4(d) of the table in section 14)</i></p> <p>The disclosure of the information may prejudice a person's legitimate business or 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"> a) the redacted information sets out the date a Memorandum of Insurance was issued to the Principal, the disclosure of which may prejudice the Principal's legitimate business or commercial interests; and b) the public interest has been served by revealing the insurances procured by the Principal for the project. In light of this disclosure, there is an overriding public interest against the disclosure of the relevant dates.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
186.	Schedule E7 - 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 the information could disclose Macquarie's financing arrangements, cost structure or profit margins, and would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential 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"> a) the redacted information sets out the mechanism for determining termination payments in relation to the project which has been prepared to reflect unique commercial issues to be accounted for upon termination of the SDD and/or OSD PDA; b) revealing the information would: <ul style="list-style-type: none"> a. provide insight into unique commercial issues affecting the parties as a consequence of termination of the SDD and/or OSD PDA and the parties' apportionment of risk in relation to these issues; b. provide insight into Macquarie's views on its potential capabilities and likelihood of the SDD and/or OSD PDA being terminated; and c. 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 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interest against disclosure.	<p>prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
187.	Schedule E8	The information redacted is the entire schedule.	<p><i>Section 32(1)(d) (items 4(c) and 4(d) of the table in section 14)</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial or financial 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"> a) the redacted information sets out activities requiring collaboration between Macquarie and other contractors on the project, the dates by which those activities are required to be achieved, and the amounts of the collaboration payments which may be due upon achievement of the collaboration events; b) revealing the information provides insight into key interfaces and risks between different procurement packages on the Sydney Metro City & Southwest project and the dollar value the Principal was prepared to ascribe to those collaboration events being achieved; and c) the Principal is still in the process of engaging contractors on the Sydney Metro City & Southwest project, and if the redacted information were to be disclosed, potential contractors may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Principal's legitimate business, commercial or financial interests. <p>Review: 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
188.	Schedule F1 - Electronic Files	The information redacted is dates.	<p><i>Section 32(1)(d) (item 1(f))</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)(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 the information could disclose Macquarie's financing arrangements, cost structure or profit margins, and would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d) (item 2(e))</i></p> <p>The disclosure of the information would endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p><i>Section 32(1)(d) (item 4(d) of the table in section 14)</i></p> <p>The disclosure of 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) the redacted information includes:</p> <ul style="list-style-type: none"> a. the date a Memorandum of Insurance was issued to the Principal and the date of Macquarie's 'Initial SDD Program', the disclosure of which may prejudice the parties' legitimate business or commercial interests. The public interest has been served by revealing the existence of these documents. In light of this disclosure, there is an overriding public interest against the disclosure of the aforementioned date; b. documents that form part of Schedule A2, being drawings and specifications in relation to the station layout and AEO responsibility. Disclosing the redacted information could endanger or prejudice the Principal's procedure for protecting the Martin Place Metro Station; c. documents that form part of Schedule A16 (which has been redacted in full), including drawings and specifications. The redaction of this information is required to give efficacy to the redactions made to Schedule A16; d. documents that form part of Schedule E5, being copies of insurance policies. Revealing the information would make available the terms of the insurance policies for the project, and if the redacted information were to be disclosed, potential contractors/insurance providers may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information may prejudice a person's legitimate business or commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the Principal's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Principal's legitimate business, commercial or financial interests;</p> <ul style="list-style-type: none"> e. documents that form part of Annexure C (which has been redacted in full). The redaction of this information is necessary to give efficacy to the redaction of Annexure C; f. documents that form part of Annexure F (which has been redacted in full). The redaction of this information is required to give efficacy to the redaction of Annexure F; and g. documents that form part of Annexure G, being the initial programme. Disclosing the redacted information would provide insight into the level of risk that Macquarie was willing to price and accept in respect of achieving completion of the works by the relevant dates for completion and may provide insight into Macquarie's views on its potential capabilities. Further, it could place Macquarie at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who Macquarie may have to negotiate or bid against. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
189.	Annexure A - BMS	The information redacted is the	<p><i>Section 32(1)(d) (item 1(f))</i></p> <p>The disclosure of this</p>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		entire schedule.	<p>information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a) (paragraphs (b), (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i></p> <p>The disclosure of the information may reveal Macquarie's cost structure or profit margins, and would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d) (items 4(b), 4(c) and 4(d))</i></p> <p>The disclosure of the information may reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person, or prejudice a person's legitimate business or commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>against disclosure because:</p> <p>a) the redacted information is the draft form of BMS which includes, for example, a discussion paper relating to the allocation of outgoings for the shared facilities under the Building Management Statement and a 'Precinct Customer Experience and Marketing Media' discussion paper relating to the standards of advertising signage and activities to apply in connection with the Building Management Statement, both of which were prepared by Macquarie;</p> <p>b) the entirety of the redacted information is information which is still in draft form and remains to be resolved by the parties. The disclosure of the information at this stage would provide a reference point which may prejudice the parties' legitimate business, commercial or financial interests in the event the final agreed Building Management Statement is made available as future clients, competitors, and contractors could make an assessment of the parties' relative strengths and weaknesses as evidenced by the final negotiated position; and</p> <p>c) the disclosure of the information may diminish the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: 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
190.	Annexure B - Information Documents	The information redacted is two references to information documents.	<p><i>Section 32(1)(d) (item 2(e))</i></p> <p>The disclosure of the information would 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 because:</p> <ul style="list-style-type: none"> a) the redacted information sets out details concerning sensitive information documents; and b) disclosing the redacted information could endanger or prejudice the Principal's procedure for protecting the Martin Place Metro Station. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
191.	Annexure C - DSI Contract'	The information redacted is the entire annexure.	<p><i>Section 32(1)(d) (items 4(c) and 4(d))</i></p> <p>The disclosure of the information would diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial or financial 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 because:</p> <ul style="list-style-type: none"> a) the redacted information is: <ul style="list-style-type: none"> a. a form of the Sydney Metro City & Southwest Lifts and Escalators Design, Supply and Install Contract (draft DSI Contract) to be entered into between an approved purchaser and ThyssenKrupp Elevator Australia Pty Limited (ABN 12 073 056 149) (ThyssenKrupp) (included in Annexure C as "Part A"); and b. the Sydney Metro City & Southwest Lifts and Escalators Framework Contract (Framework Contract) entered into between the Principal and ThyssenKrupp (included in Annexure C as "Part B"); b) disclosing the draft DSI Contract would: <ul style="list-style-type: none"> a. make accessible to the general public the terms on

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>which ThyssenKrupp and another private commercial entity have agreed to contract which may prejudice their business, commercial or financial interests; and</p> <p>b. would make readily accessible to future clients, competitors and contractors of ThyssenKrupp its unique contractual offering to the Principal for the Sydney Metro City & Southwest project and accordingly may diminish the competitive commercial value of that information to ThyssenKrupp or otherwise prejudice its legitimate business, commercial or financial interests; and</p> <p>c) disclosing the Framework Contract would make readily accessible to parties who will be entering into a form of the draft DSI Contract with ThyssenKrupp the overarching terms between the Principal and ThyssenKrupp to which the draft DSI Contract relates, and accordingly disclosure of this information could reduce the competitive commercial value of information to ThyssenKrupp and prejudice the Principal's and ThyssenKrupp's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
192.	Annexure D - Site Access Schedule	The information redacted is the dates.	<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 Macquarie at a substantial commercial disadvantage 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) the redacted information provides information on whether or not the Early Site Access Date, Site Access Date, Site Access Expiry Date, and Construction Licence Sunset Date (as those terms are defined in the SDD) are applicable in respect of particular parts of the site, and the relevant dates as</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>There is an overriding public interest against disclosure.</p>	<p>applicable;</p> <p>b) Macquarie has obligations under the SDD with respect to accessing the Principal Construction Site, and other contractors (including the TSE Contractor) are required to perform works by reference to the redacted dates. Revealing the information would provide insight into Macquarie's programme and the level of risk Macquarie was willing to price and accept. If this information were revealed, it could place Macquarie at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who Macquarie may have to negotiate or bid against. Therefore the disclosure of the information could reduce the competitive commercial value of the information to Macquarie and prejudice its legitimate business, commercial or financial interests; and</p> <p>c) the public interest has been served by revealing the remaining balance of the Site Access Schedule.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
193.	Annexure E - Third Party Agreements	The information redacted is the entire annexure.	<p><i>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i></p> <p>The disclosure of this information would place Macquarie at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out the draft Third Party Agreements to be entered into between the Principal and third parties;</p> <p>b) the Principal is still in the process of negotiating the draft Third Party Agreements. The disclosure of the redacted information may prejudice the interests of the Principal and third parties and affect the status of the negotiations; and</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 the 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) the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and Macquarie in relation to the draft Third Party Agreements, and therefore the risk that Macquarie was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
194.	Annexure F - TSE Contract	The information redacted is the entire annexure.	<p><i>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i></p> <p>The disclosure of this information would place Macquarie at a substantial commercial disadvantage in relation to other contractors or</p>	<p>The Principal notes that this annexure reflects the deed titled "Sydney Metro City & Southwest – Tunnel and Station Excavation Works Design and Construction Deed" executed on 22 June 2017 by Transport for NSW, John Holland Pty Ltd, CPB Contractors Pty Ltd, and Ghella Pty Ltd (TSE Contract) and which is a separate class 3 contract for the purposes of the GIPA Act.</p> <p>Please refer to the TSE Contract disclosed on the Transport for NSW contracts register for a copy of the redacted deed and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>potential contractors by exposing its risk allocation.</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>accompanying explanatory table.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
195.	Annexure H - MLC Pedestrian Link	The information redacted is the entire annexure.	<p><i>Section 32(1)(a) (paragraph (d) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i></p> <p>The disclosure of this information may reveal intellectual property in which Macquarie has an interest.</p> <p><i>Section 32(1)(d) (items 4(b) and 4(d) of the table in section 14)</i></p> <p>The disclosure of this</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"> a) the redacted information is a drawing concerning the potential MLC Pedestrian Link; b) the drawings are intellectual property in which Macquarie has an interest; c) the public interest has been served by revealing the existence of the proposed MLC Pedestrian Link; and d) if disclosed, these drawings would also place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information could reveal commercial-in-confidence provisions of a government contract, and prejudice a person's legitimate business, commercial or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
196.	Annexure I - Subdivision Plan	The information redacted is the entire annexure.	<p><i>Section 32(1)(a) (paragraph (d) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i></p> <p>The disclosure of this information may reveal intellectual property in which Macquarie has an interest.</p> <p><i>Section 32(1)(d) (item 1(f) of the table in section 14)</i></p> <p>The disclosure of the information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d) (items 4(b) and 4(d) of the table in section 14)</i></p> <p>The disclosure of this information could reveal commercial-in-confidence</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"> a) the redacted information is the draft Subdivision Plan identifying the stratum lots to be created in connection with the Martin Place Metro Station and which will be registered with the NSW Land Registry Services pursuant to the terms of the SDD; b) the draft Subdivision Plan remains subject to finalisation and registration with the NSW Land Registry Services, and the premature disclosure of the Subdivision Plan may prejudice: <ul style="list-style-type: none"> a. the effective exercise by an agency of its functions; and b. the parties' legitimate business, commercial or interests in the event that the plans are amended before being registered with the NSW Land Registry Services; c) the draft Subdivision Plan contains drawings which are intellectual property in which Macquarie has an interest; and

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>provisions of a government contract, and prejudice a person's legitimate business, commercial or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>d) the public interest has been served by revealing the existence of the Subdivision Plan.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
197.	Annexure J - Section 88 Instrument	The information redacted is the entire annexure.	<p><i>Section 32(1)(d) (item 1(f) of the table in section 14)</i></p> <p>The disclosure of the information could prejudice the effective exercise by an agency of the agency's functions.</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 this information could 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 is a draft instrument setting out terms of easements and restrictions on the use of land intended to be created pursuant to section 88B of the <i>Conveyancing Act 1919</i> (NSW) (section 88B Instrument) which will apply in connection with areas governed by the draft Building Management Statement once registered;</p> <p>b) the draft section 88B Instrument remains subject to finalisation and registration with the NSW Land Registry Services, and the premature disclosure of the Subdivision Plan may prejudice:</p> <ul style="list-style-type: none"> a. the effective exercise by an agency of its functions; and b. the parties' legitimate business, commercial or interests in the event that the plans are amended before being registered with the NSW Land Registry Services; and <p>c) the public interest has been served by revealing the existence of the section 88B Instrument.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
198.	Annexure K - Form of Call Option Deed (Retail Lot North)	The information redacted is the entire annexure.	<p><i>Section 32(1)(d) (item 1(f))</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)(a) (paragraphs (a) and (b) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i></p> <p>The disclosure of the information would reveal Macquarie's financing arrangements and its cost structure or profit margins.</p> <p><i>Section 32(1)(d) (item 1(f) of the table in Section 14)</i></p> <p>The disclosure of the 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</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"> a) the redacted information is the form of Call Option Deed in respect of the Retail Lot North to be entered into between the Principal and the Retail (North) Lessee pursuant to the terms of the SDD, and which includes a form of the Retail Lease for the Retail Lot North; b) revealing the information would disclose commercially sensitive information about Macquarie's financing arrangements for the Martin Place Metro Station including valuation mechanisms developed by Macquarie; and c) the redacted information is commercially sensitive and represents a unique financing approach developed by Macquarie which, if disclosed, would also place Macquarie 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>Review: 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>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>	
199.	Annexure L - Form of Call Option Deed (Retail Lot South)	The information redacted is the entire annexure.	<p><i>Section 32(1)(d) (item 1(f))</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)(a) (paragraphs (a) and (b) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i></p> <p>The disclosure of the information would reveal Macquarie's financing arrangements and its cost structure or profit margins.</p> <p><i>Section 32(1)(d) (item 1(f) of the table in Section 14)</i></p> <p>The disclosure of the information could prejudice the effective exercise by an agency</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"> a) the redacted information is the form of Call Option Deed in respect of the Retail Lot South to be entered into between the Principal and the Retail (South) Lessee pursuant to the terms of the SDD, and which includes a form of the Retail Lease for the Retail Lot South; b) revealing the information would disclose commercially sensitive information about Macquarie's financing arrangements for the Martin Place Metro Station including valuation mechanisms developed by Macquarie; c) the redacted information is commercially sensitive and represents a unique financing approach developed by Macquarie which, if disclosed, would also place Macquarie 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
200.	Annexure M - Independent Certifier Deed	The information redacted is the entire annexure.	<p><i>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i></p> <p>The disclosure of the information would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential 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 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"> a) the redacted information sets out the form of Independent Certifier Deed; b) the Principal is still in the process of procuring the Independent Certifier and negotiating the Independent Certifier Deed. If the redacted information were disclosed, the relevant third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>



EXECUTION VERSION

Martin Place Metro Station Project

Station Delivery Deed

Contract No: 507

Sydney Metro

ABN 12 354 063 515

and

Macquarie Group Limited

ABN 94 122 169 279

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THIS DEED is made on 12 SEPTEMBER 2018

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) Macquarie Group Limited ABN 94 122 169 279 of Level 6, 50 Martin Place, Sydney NSW 2000 (**Macquarie**).

RECITALS:

- (A) On 16 February 2017, MCH submitted an unsolicited proposal to the NSW Government for the design, construction and completion of:
 - (1) Martin Place Metro Station; and
 - (2) two commercial towers above Martin Place Metro Station.
- (B) On 15 March 2017, the NSW Government invited MCH to enter into negotiations to finalise all outstanding issues in relation to MCH's unsolicited proposal and to enable MCH to submit the Binding Offer.
- (C) On the Commencement Date, the NSW Government accepted the Binding Offer.
- (D) The Principal and Macquarie now wish to enter into this deed to set out the terms and conditions on which Macquarie will:
 - (1) investigate, finance, fund, plan, design, construct, test and commission the Project Works;
 - (2) interface and coordinate Macquarie's Activities with the Rail Contractors' Activities and the OSD Developer's Activities; and
 - (3) hand over the completed Martin Place Metro Station to the Principal.
- (E) The Principal and the OSD Developer will separately enter into the OSD PDA in respect of the OSD.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

50 Martin Place Ancillary Amenities Lot means the stratum lot shown as Lot 2 in the Draft Subdivision Plan which will be created by way of subdivision pursuant to clause 31 and in which the end of trip facilities for 50 Martin Place, Sydney and the north south concourse link will sit.

50 MP Tenant means every tenant, lessee, sub-tenant, sub-lessee, licensee or other occupier of the Macquarie Land or any building on the Macquarie Land, other than Macquarie Bank Limited or a Related Entity of Macquarie Bank Limited.

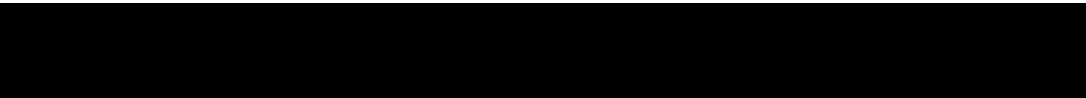
ABC Commissioner means the commissioner of the Australian Building and Construction Commission referred to in subsection 15(1) of the BCIIIP Act.

ABCC means the body referred to in subsection 29(2) of the BCIIIP Act.

Aboriginal Participation Plan means the Project Plan referred to as the Aboriginal Participation Plan in Appendix 54 to the SWTC, as updated from time to time in accordance with clause 7.

Accepted Defect means:

- (a) with respect to a Milestone, a Defect (other than a Minor Defect) in that Milestone in relation to which the Principal has issued a direction under clause 30.2(a)(iii), 30.2(a)(iv) or 30.2(a)(v)(B) prior to the Date of Milestone Achievement of that Milestone;
- (b) with respect to Portion 1, a Defect (other than a Minor Defect) in that Portion in relation to which the Principal has issued a direction under clause 30.2(a)(iii), 30.2(a)(iv) or 30.2(a)(v)(B) prior to the Date of Construction Completion of that Portion; and
- (c) with respect to any Portion other than Portion 1, a Defect (other than a Minor Defect) in any Project Works forming part of that Portion which have been carried out:
 - (i) prior to the Date of Construction Completion of that Portion, in relation to which the Principal has issued a direction under clause 30.2(a)(iii), 30.2(a)(iv) or 30.2(a)(v)(B) prior to the Date of Construction Completion of that Portion; or
 - (ii) after the Date of Construction Completion of that Portion, in relation to which the Principal has issued a direction under clause 30.2(a)(iii), 30.2(a)(iv) or 30.2(a)(v)(B) prior to the Date of Completion of that Portion.



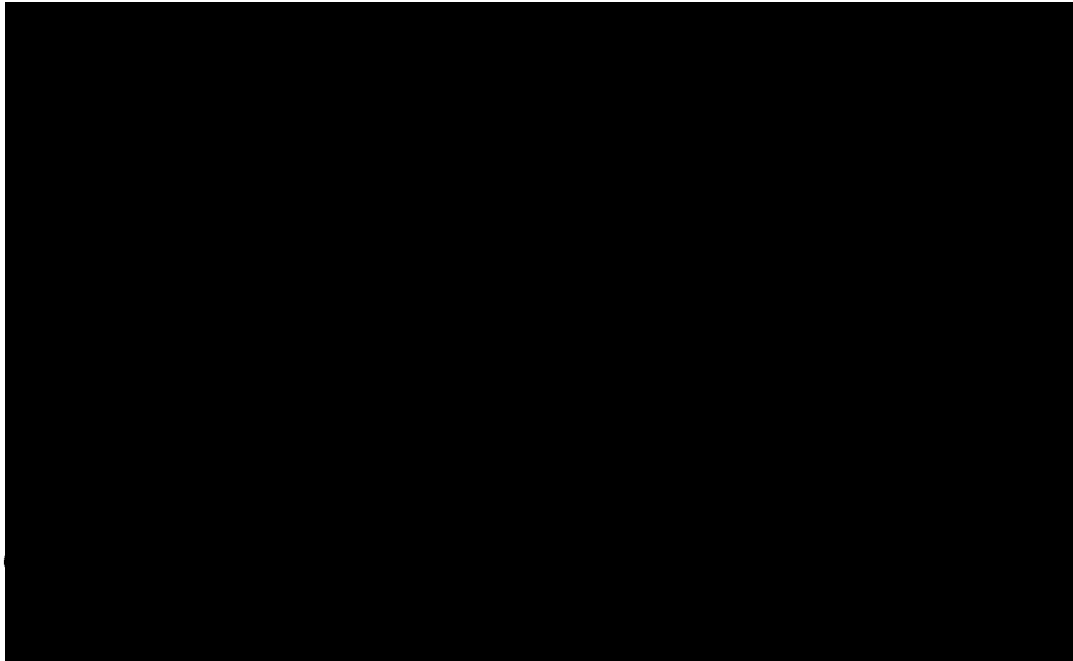
Accessible means, in respect of a part of the TSE Site, that Macquarie's access to that part of the TSE Site is safe, clean and clear.

Accreditation means accreditation (including provisional accreditation, conditions or restrictions in respect of accreditation or any variation to the accreditation) under Part 3 of the Rail Safety National Law (or an exemption from the same).

Act of Prevention means:

- (a) a breach by the Principal of this deed or any other Project Document to which it is a party; or
- (b) an act or omission by the Principal or its Associates, not being an act or omission:
 - (i) permitted or allowed by any of the Project Documents;
 - (ii) which is within a timeframe expressly permitted or allowed by any of the Project Documents;
 - (iii) to the extent the act or omission is caused or contributed to by a breach by Macquarie of any Project Document or any negligent or unlawful act or omission of Macquarie or its Associates; or

- (iv) being the exercise by the Principal of any of its functions and powers pursuant to any Law.



Additional Third Party Agreement has the meaning given in clause 12.1(a)(iii).

Adjoining Property Easements has the meaning given to that term in Schedule D6.

Adjusted Total Cost means the Total Cost adjusted to reflect the payments and liabilities referred to in clause 38.1.

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 the Sydney Metro City & Southwest.

Agreed Defect means:

- (a) with respect to a Milestone, a Defect (other than a Minor Defect) in that Milestone that:
- (i) the Principal and Macquarie agree in writing; or
 - (ii) the Principal's Representative otherwise directs,
- does not need to be rectified in order to achieve Milestone Achievement of that Milestone;
- (b) with respect to Portion 1, a Defect (other than a Minor Defect) in that Portion that:
- (i) the Principal and Macquarie agree in writing; or
 - (ii) the Principal's Representative otherwise directs,
- does not need to be rectified in order to achieve Construction Completion of that Portion; and

- (c) with respect to any Portion other than Portion 1, a Defect (other than a Minor Defect) in any Project Works forming part of that Portion which have been carried out:
 - (i) prior to the Date of Construction Completion of that Portion, that:
 - (A) the Principal and Macquarie agree in writing; or
 - (B) the Principal's Representative otherwise directs,does not need to be rectified in order to achieve Construction Completion of that Portion; and
 - (ii) after the Date of Construction Completion of that Portion, that:
 - (A) the Principal and Macquarie agree in writing; or
 - (B) the Principal's Representative otherwise directs,does not need to be rectified in order to achieve Completion of that Portion.

Applicable Cure Period has the meaning given to that term in clause 43.3(c)(i).

Appointed Principal Contractor means Lendlease Building Pty Ltd ABN 97 000 098 162.

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, which must be obtained or satisfied (as the case may be):

- (a) to perform Macquarie's Activities;
- (b) in connection with the Construction Site or the Extra Land;
- (c) for the use and occupation of the Project Works or Martin Place Metro Station; and
- (d) otherwise to comply with any Law;

and includes:

- (e) the Planning Approval; and
- (f) any Environment Protection Licence which applies to Macquarie's Activities,

but does not include:

- (g) any Direction given by the Principal or the Principal's Representative pursuant to this deed; or
- (h) the exercise by the Principal of its rights under this deed or any other Project Document.

Approved Cure Plan has the meaning given to that term in clause 43.3(c).

Approved TSE Works Change means any TSE Works Change:

- (a) notified to Macquarie under clause 11.2(a) and in respect of which:
 - (i) clause 11.2(e) applies; or

- (ii) a Variation has been implemented under clause 11.2(d)(ii)(B); or
- (b) proposed by Macquarie and implemented by the Principal pursuant to clause 11.4.

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

ASA Authorisation means an authorisation issued by the ASA to a legal entity which verifies that it has the relevant systems in place to carry out the class of Asset Lifecycle work specified in the authorisation, subject to any specified conditions of the authorisations.

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.

ASA Requirements has the meaning given to that term in the ASA Charter.

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

Asset Lifecycle Services means the aspects of Macquarie's Activities, if any, which relate to the Asset Lifecycle of Transport Assets.

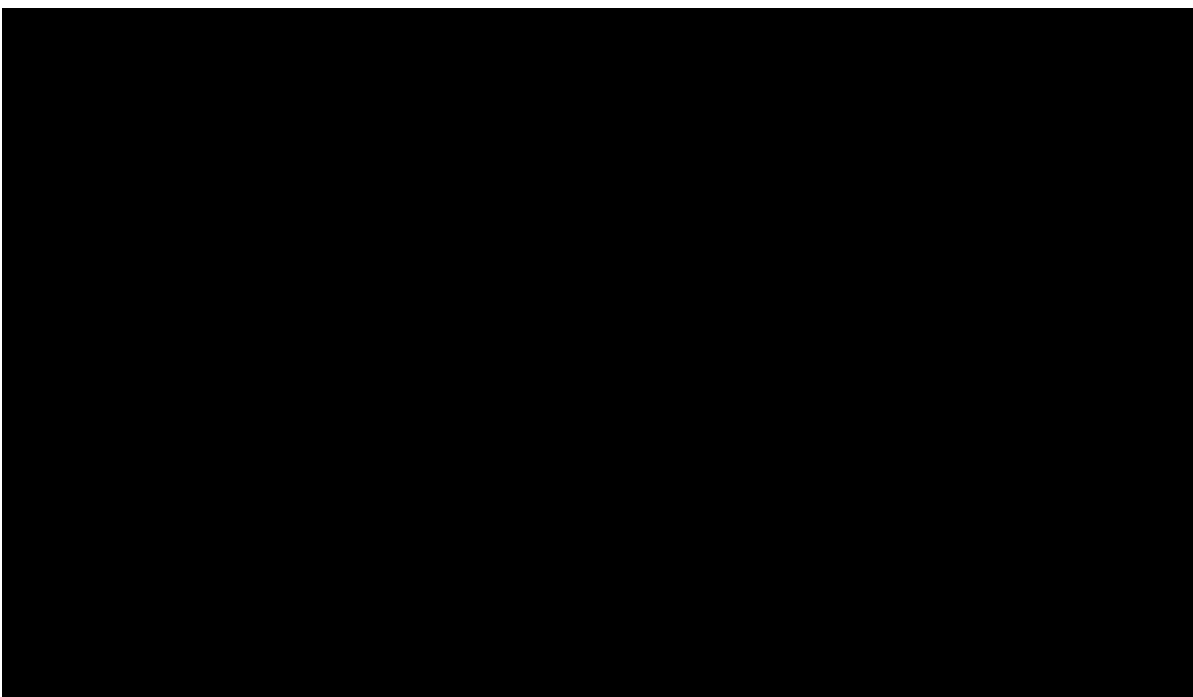
Asset Management Information means the information and documents relating to the operation and maintenance of the assets forming the Project Works as required by section 8A of the SWTC.

Asset Standards Authority or **ASA** means the independent unit of that name established within TfNSW, 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, but excludes:
 - (i) the Independent Certifier;
 - (ii) the TSE Independent Certifier;
 - (iii) the Environmental Representative;
 - (iv) Macquarie and each person listed in paragraph (b) of this definition;
 - (v) any Rail Contractor;
 - (vi) the Operator; and
 - (vii) the employees, agents, consultants and officers of the persons listed in paragraphs (a)(i) to (vi) (inclusive) of this definition; and
- (b) in respect of Macquarie:
 - (i) DevCo;
 - (ii) Macquarie's Subcontractors;

- (iii) the D&C Guarantor;
- (iv) the OSD Developer and OSD Developer's Associates;
- (v) the Retail Lessee and any Sub-Tenants; and
- (vi) each of the employees, agents, contractors or officers of Macquarie, the Subcontractors, the D&C Guarantor, the OSD Developer or the OSD Developer's Associates, the Retail Lessee or any Sub-Tenants (excluding any Rail Contractors and the Independent Certifier 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 Macquarie's Activities; or
- (c) any other person having jurisdiction over, or ownership of, any Services, the Service Works, any Local Areas or the Local Area Works undertaken on Local Areas, excluding the Operator.

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 10:30am (Sydney time) on the first day of the relevant period, for Bank Bills having a tenor of approximately 90 days; or

- (b) if there is a manifest error in the calculation of the average bid rate under paragraph (a) of this definition or 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.

Bank Guarantee means an irrevocable and unconditional undertaking by an Australian bank to pay on demand the guaranteed amount.

BCIIP Act means the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth).

Binding Offer means the binding offer submitted by Macquarie to the NSW Government on or about [REDACTED] in accordance with the NSW Government's Unsolicited Proposals: Guide for Submission and Assessment dated February 2014.

Building Code means the *Code for Tendering and Performance of Building Work 2016* (Cth), or any subsequent code of practice which takes effect and supersedes that Code.

Building Management Statement means a document substantially in the form of Annexure A which has been amended in accordance with clause 31 so that it is in a form acceptable to the Principal and Macquarie (each acting reasonably).

Building Work has the meaning given to that term in subsection 3(4) of the Building Code.

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 Deed means each of the following:

- (a) the Call Option Deed (Retail Lot North); and
- (b) the Call Option Deed (Retail Lot South).

Call Option Deed (Retail Lot North) means the deed titled "Call Option Deed (Retail Lot North)" between the Principal as grantor and the Retail (North) Lessee as grantee, in substantially the same form as Annexure K.

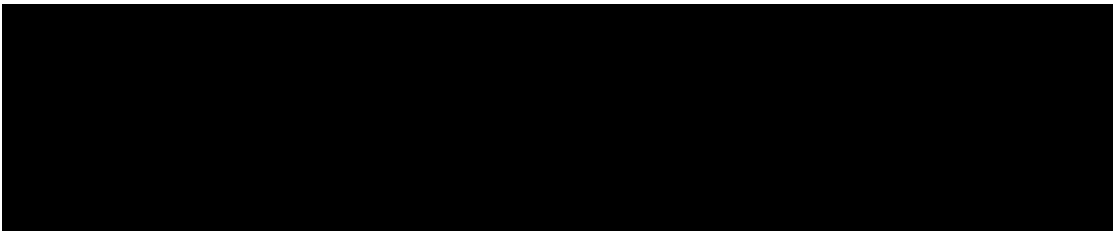
Call Option Deed (Retail Lot South) means the deed titled "Call Option Deed (Retail Lot South)" between the Principal as grantor and the Retail (South) Lessee as grantee, in substantially the same form as Annexure L.

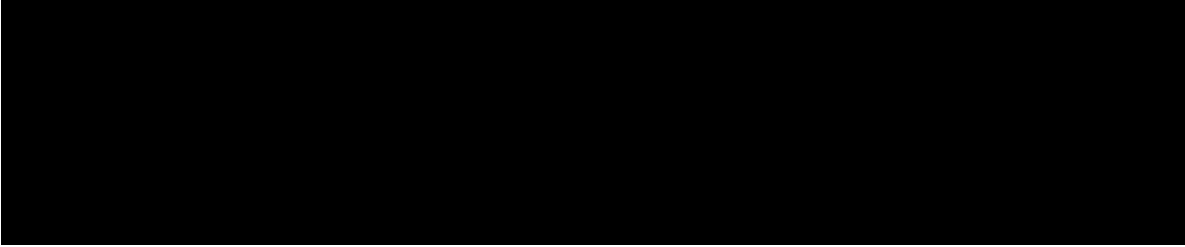
Cash Deposit has the meaning given to that term in clause 6.4(b).

Cash Deposit Account has the meaning given to that term in clause 6.4(b).

CCB2 means the Configuration Control Board control gate 2.

CCB3 means the Configuration Control Board control gate 3.





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

Chair means the chairperson of the IDAR Panel as appointed under the IDAR Panel Agreement from time to time.

Change in Codes and Standards means:

- (a) a change in the Codes and Standards (including any new code, standard, specification or guideline which replaces a Code and Standard); or
- (b) a change in any NSW Government Policy (including any new NSW Government guidelines or requirements which replaces a NSW Government Policy),

which takes effect after the Commencement Date, excluding a change in the Codes and Standards or change in NSW Government Policy which, as at the Commencement Date:

- (c) was published or of which public notice had been given (even as a possible change in the Codes and Standards or possible change in NSW Government Policy); or
- (d) a person experienced and competent in the delivery of works and services similar to Macquarie's Activities would have reasonably foreseen or anticipated,

in substantially the same form as the change in Codes and Standards or change in NSW Government Policy occurring after the Commencement Date.

Change in Disability Law means a Change in Law the terms of which impose requirements relating to the ability of disabled persons to access and use rail facilities.

Change in Environmental Law means a Change in Law:

- (a) relating to the storage, handling or transportation of waste, dangerous goods or hazardous chemicals;
- (b) relating to work health and safety; or
- (c) the purpose of which relates specifically to the protection of the Environment.

Change in Rail Safety Law means a Change in Law the terms of which impose requirements relating to rail safety.

Change in Law means any of the following to take effect on or after the Commencement Date:

- (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,

but excludes an amendment, repeal or change of an existing Law or a new Law or judgment:

- (d) in respect of Tax;
- (e) which was caused or contributed to by any act or omission of Macquarie; or
- (f) which, as at the Commencement Date:
 - (i) was published or of which public notice had been given (even as a possible amendment, repeal or change of an existing Law or a possible new Law or judgment); or
 - (ii) a person experienced and competent in the delivery of works and services similar to Macquarie's Activities would have reasonably foreseen or anticipated,

in substantially the same form as the amendment, repeal or change of an existing Law or new Law or judgment occurring after the Commencement Date.

City of Sydney means The Council of the City of Sydney ABN 22 636 550 790.

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.

Codes and Standards means the codes, standards, specifications and guidelines referred to in Appendix 57 of the SWTC.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Collateral Warranty Deed Poll means the deed poll entitled "Collateral Warranty Deed Poll" to be executed by [REDACTED]

[REDACTED]

Commencement Date means the date of this deed.

Commercially Sensitive Information means the information:

- (a) relating to Macquarie's cost structure or profit margins;
- (b) relating to any of Macquarie's Intellectual Property Rights; or

- (c) which is commercially sensitive in that it provides a competitive advantage or has a unique characteristic to Macquarie or its shareholders or Subcontractors,
and which is described in Schedule B1.

Commonwealth means the Commonwealth of Australia.

Community Communications Strategy means the Project Plan referred to as the Community Communications Strategy in Appendix 54 to the SWTC, as updated from time to time in accordance with clause 7.

Compensable Change in Law means:

- (a) a Project-Specific Change in Law (other than a Project-Specific Change in Law of the Commonwealth with respect to Tax);
- (b) a Change in Disability Law;
- (c) a Change in Environmental Law;
- (d) a Change in Rail Safety Law; or
- (e) a General Change in Law (other than with respect to Tax).

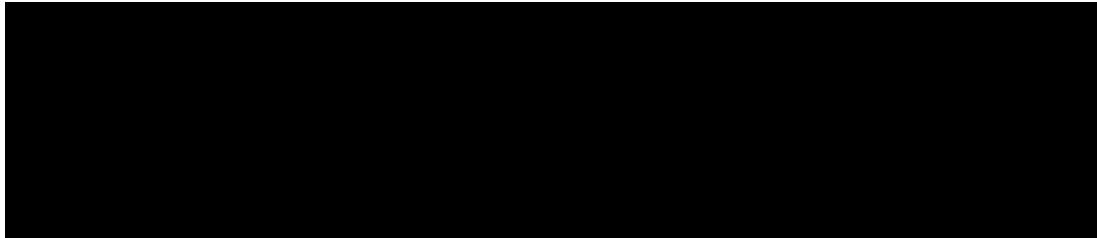
Compensation Event means each of the following:

- (a) a breach by the Principal of its obligations under a Project Document, including a failure by the Principal to provide Macquarie with access to part of the Principal Construction Site by the relevant Site Access Date;
- (b) where:
 - (i) there is a legal challenge brought about by way of commencement of court proceedings in relation to the Planning Approval; or
 - (ii) the Planning Approval is modified, withdrawn, revoked, replaced, invalidated or suspended,

except to the extent that the legal challenge, modification, withdrawal, revocation, replacement, invalidation or suspension relates to or arises out of or in connection with (or, in the case of a legal challenge, is upheld due to):

- (iii) a Variation requested by Macquarie;
- (iv) the Project Planning Approval Modification; or
- (v) any of the approvals referred to in clause 5 of the OSD PDA;

- (d) a direction by the Principal's Representative under clause 23.6 requiring Macquarie to suspend the performance of any of Macquarie's Activities;
- (e) the occurrence of a Compensable Change in Law;
- (f) a Step-in Party exercises all or any of the Step-in Powers in respect of a Step-in Event, except to the extent that the Step-in Event was an event referred to in clause 44.1(a);



- (h) a Native Title Application with respect to the Principal Construction Site which results in Macquarie being directed, ordered or required by the Principal, the Principal's Representative, a court or tribunal or by Law to suspend or cease to perform Macquarie's Activities (or to change the way it does so);
- (i) the discovery of an Artefact on the Principal Construction Site, to the extent that the discovery of that Artefact results in Macquarie being directed, ordered or required by the Principal, the Principal's Representative, an Authority, a court or tribunal or by Law to suspend or cease to perform Macquarie's Activities in, on or under the Principal Construction Site for more than [redacted] or [redacted]



- (m) the issuance of a direction or notice (as applicable) from the Principal under clauses 7.2, 7.3 or 10.1 of the Independent Certifier Deed to change the Core Services, suspend the Core Services or terminate the appointment of the Independent Certifier (as applicable), unless Macquarie confirmed (acting reasonably) its agreement with such direction or notice under clauses 7.2, 7.3 or 10.1 of the Independent Certifier Deed,

except to the extent that an event in paragraphs (a) to (m) (inclusive) (or its effects) occurs or arises as a result of:

- (m) an act or omission of Macquarie or an Associate of Macquarie which was undertaken fraudulently, recklessly, unlawfully, negligently or maliciously; or
- (n) a failure by Macquarie or a Related Entity of Macquarie to comply with their obligations under a Project Document or a failure of the OSD Developer to comply with its obligations under an OSD Project Document or a failure of the D&C Contractor to comply with its obligations under any Project Cooperation and Integration Deed.

Completion has the meaning given to that term in paragraph 1 of Schedule A18.

Concourse Link Easement has the meaning given to that term in paragraph 2.1(b)(ii) of the Subdivision Principles.

Concourse Link Works means the physical works which Macquarie must design, construct and complete to deliver the pedestrian link to be situated on basement level 3 of the 50 Martin Place Ancillary Amenities Lot and Retail Lot South linking the Retail Lot

North and the Retail Lot South (and including, to the extent relevant to such works, Variations directed or approved in accordance with this deed).

Condition Precedent means a condition precedent set out in Schedule A1.

Condition Precedent Deadline Date means [REDACTED] or such other date as the parties may agree.

Configuration Control Board means the board established by the Principal to manage configuration changes for the Principal's delivery office in accordance with the Configuration Management Framework.

Configuration Management Framework means the framework established by the ASA from time to time for configuration management.

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 Completion has the meaning given to that term in paragraph 2 of Schedule A18.

Construction Compliance Unit or **CCU** means the Construction Compliance Unit established within NSW Industrial Relations to undertake auditing and inspection of workplace agreements and practices.

Construction Environmental Management Plan means the Project Plan of that name, as required by conditions C1 and C2 of the Project Planning Approval, as updated from time to time in accordance with clause 7.

Construction Heritage Management Plan means the Project Plan of that name, as updated from time to time in accordance with clause 7.

Construction Licence means, with respect to each part of the Principal Construction Site, the licence granted by the Principal to Macquarie pursuant to clause 17.2(b).

Construction Licence Commencement Date means, in relation to each part of the Principal Construction Site, the date on which the first Construction Licence is granted pursuant to clause 17.2.

Construction Licence Sunset Date means, in respect of Construction Site (Area 3) only, the date specified as the "Construction Licence Sunset Date" for Construction Site (Area 3) in the Site Access Schedule.

Construction and Site Management Plan means the Project Plan of that name, as updated from time to time in accordance with clause 7.

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

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

Construction Site means:

- (a) the Principal Construction Site; and
- (b) the Macquarie Construction Site.

Construction Site (Area 1) means the part of the Principal Construction Site made up of the areas identified in section 2 of the Site Access Schedule.

Construction Site (Area 2) means the part of the Principal Construction Site made up of the areas identified in section 3 of the Site Access Schedule.

Construction Site (Area 3) means the part of the Principal Construction Site made up of the areas identified in section 4 of the Site Access Schedule.

Construction Site (Area 4) means the part of the Principal Construction Site made up of the areas identified in section 5 of the Site Access Schedule.

Construction Site (Area 5) means the part of the Principal Construction Site made up of the areas identified in section 6 of the Site Access Schedule.

Construction Site Interface Work has the meaning given to that term in clause 9.2(a)(ii).

Construction Traffic Management Plan means the Construction Traffic Management Plan referred to in Appendix 54 of the SWTC and required by condition C3 of the Project Planning Approval (which is a sub-plan to the Construction Environmental Management Plan), as updated from time to time in accordance with clause 7.

Consultation has the meaning given in clause 52.3(e).

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.

Contract Amount means:

- (a) Core Payment 2;
- (b) the Lifts and Escalators Amount; and
- (c) the IMS Amount;
- (d) [REDACTED]
- (e) the Adjusted Total Cost; and

- (f) any other amounts specified in the Payment Schedule as being payable by the Principal to Macquarie not already captured by paragraphs (a) to (e) (inclusive).

Contract Documentation and Materials has the meaning given to that term in clause 20.15(b).

Contract Management Plan means the Project Plan of that name, as updated from time to time in accordance with clause 7.

Cooperation and Integration Control Group has the meaning given to that term in the Project Cooperation and Integration Deeds.

Core Payment 2 means the amount of [REDACTED] payable by the Principal to Macquarie as part of the payments in, and in accordance with, the Payment Schedule, subject to any adjustment made pursuant to clause 37 other than in relation to Pending Changes.

Core Services has the meaning given to that term in the Independent Certifier Deed.

Corporate Environmental Management System has the meaning given to that term in the New South Wales Environmental Management Systems Guidelines (3rd Edition) (August 2013).

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

Cost Forecast Schedule means the schedule attached to Schedule A6.



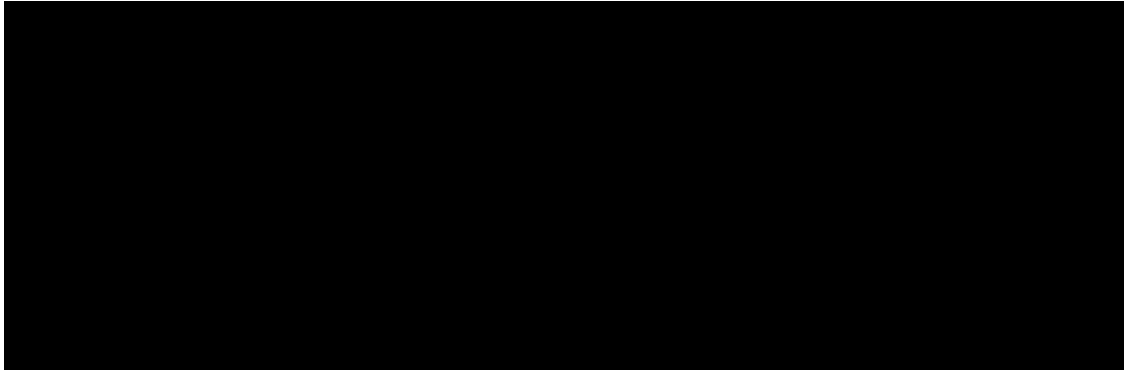
Costs means all costs, charges and expenses, including those incurred in connection with advisers.

CPI means the "Weighted Average of Eight Capital Cities: All Groups Consumer Price Index" as maintained and published quarterly by the Australia Bureau of Statistics (**ABS**) provided that:

- (a) if for any reason the CPI is not published for any quarter, the interim number determined by the Reserve Bank of Australia for application in regards to Commonwealth of Australia Treasury Indexed Bonds will be used for the purposes for which the actual CPI figure would have been applied. If no such interim number is determined by the Reserve Bank of Australia then the CPI published for the previous quarter will apply in the interim;
- (b) if the ABS ceases to publish the CPI and publishes another index which is stated to be in replacement of the CPI, then that will be used for the relevant determination;
- (c) if the ABS ceases to publish the CPI without publishing a replacement index, or if any change is made to the coverage, periodicity, or basic calculation of the CPI which, in the opinion of the Treasurer, constitutes a change in the CPI which is materially detrimental to the interests of Commonwealth of Australia Treasury Indexed Bond holders then, in such circumstances, the index to be announced by the Treasurer for use with Commonwealth of Australia Treasury Indexed Bonds will be substituted for the CPI. In the event of no such index being established, the President of the Institute of Actuaries of Australia or his or her nominee acting as an independent arbitrator will be called on to calculate an index which he or she

determines to be appropriate as a general indication of the rate of price change for consumer goods and services in the capital cities of Australia; and

- (d) if the reference base of the CPI is changed, the index which will be used will be the CPI numbers expressed on the new base as published by the ABS.



Customers means all users and potential users of:

- (a) Sydney Metro City & Southwest; and/or
- (b) services associated with Sydney Metro City & Southwest.

D&C Contract means the document titled "Martin Place Metro Station Project: Station D&C Contract" entered into between DevCo and the D&C Contractor on or about the Commencement Date in relation to the Project Works.



D&C Contractor means the unincorporated joint venture between Lendlease Building Pty Limited ABN 97 000 098 162 and Lendlease Engineering Pty Ltd ABN 40 000 201 516.

D&C Delay Costs means with respect to a Compensation Event, the net incremental costs of the D&C Contractor that are directly attributable to the delay caused by the Compensation Event, excluding any direct costs saved or which will be saved or which ought reasonably to have been saved in connection with the delay and excluding any finance costs.

D&C Delay Cost Cap has the meaning given to that term in Schedule E4.

D&C Guarantor means 

D&C Margin means:

- (a) in respect of a Variation Cost,  of the direct costs; and
- (b) in respect of a Variation Saving,  of the direct costs.

D&C Side Deed means the document titled "Martin Place Metro Station D&C Side Deed" dated on or about the Commencement Date between the Principal, Macquarie, DevCo, Macquarie Bank Limited, the D&C Contractor and the D&C Guarantor.



Date for Completion means, in respect of a Portion:

- (a) at the Commencement Date, the applicable date specified as the date for Completion for that Portion in paragraph 3 of Schedule A2; or

- (b) where, in respect of that Portion, an extension of time for Completion is granted by the Principal's Representative or allowed in any dispute resolution proceedings, the date resulting from that extension of time.

Date for Construction Completion means, in respect of a Portion:

- (a) at the Commencement Date, the applicable date specified as the date for Construction Completion for that Portion in paragraph 3 of Schedule A2; or
- (b) where, in respect of that Portion, an extension of time for Construction Completion is granted by the Principal's Representative or allowed in any dispute resolution proceedings, the date resulting from that extension of time.

Date for Milestone Achievement means, in respect of a Milestone:

- (a) at the Commencement Date, the applicable date specified as the date for Milestone Achievement for that Milestone in paragraph 4 of Schedule A2; or
- (b) where, in respect of that Milestone, an extension of time for Milestone Achievement is granted by the Principal's Representative or allowed in any dispute resolution proceedings, the date resulting from that extension of time.

Date for Practical Completion has the meaning given to that term in the OSD PDA.

Date of Completion means, in respect of a Portion:

- (a) the date notified in the Notice of Completion for that Portion as the date Completion was achieved; or
- (b) subject to clauses 4.4(j) and 4.4(k), where another date is determined in any dispute resolution proceedings as the date upon which Completion of that Portion was achieved, that date.

Date of Construction Completion means, in respect of a Portion:

- (a) the date notified in the Notice of Construction Completion for that Portion as the date Construction Completion was achieved; or
- (b) subject to clauses 4.4(j) and 4.4(k), where another date is determined in any dispute resolution proceedings as the date upon which Construction Completion of that Portion was achieved, that date.

Date of Milestone Achievement means, in respect of a Milestone:

- (a) the date notified in the Notice of Milestone Achievement as the date Milestone Achievement was achieved; or
- (b) subject to clauses 4.4(j) and 4.4(k), where another date is determined in any dispute resolution proceedings as the date upon which Milestone Achievement of that Milestone was achieved, that date.

Day 1 Clause means:

- (a) subject to paragraph (b) of this definition, each of clauses 1, 2, 3.2, 3.4, 5.1, 5.2, 6, 8.1, 8.2, 10.1(a), 12.1(a), 12.1(b), 12.1(c), 12.1(d), 12.1(i), 12.1(n) 14, 15, 16.2, 17.6, 17.13(a), 19.1(c), 19.1(d), 19.2(a), 19.2(b), 20.4(c), 20.15, 24.8, 31.2(a), 31.4(b), 35.17(a)(i), 35.17(a)(v), 41.1(a), 41.3, 41.4, 41.5, 41.6, 41.7, 41.8, 41.9, 41.11, 41.12, 42, 45.10, 45.12, 48, 49, 51, 52, 53, 54, 55, 56.3, 57, 58, 59, 60, clause 3.3(e) of Schedule A16, clause 3(c)(3) of Schedule A21 and

clause 2 of Schedule E7 and any other clauses or schedules required to have commenced in order to give effect to those clauses; and

- (b) in relation to Construction Site (Area 1) only, any clauses required in order for the parties to exercise their rights and perform their obligations in respect of Construction Site (Area 1) between the Commencement Date and Financial Close but not including clause 34.

Declaration of Compliance means a declaration in substantially the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code.

Default Notice means a notice given by the Principal under clause 43.2.

Defect means any:

- (a) defect, deficiency, fault, error or omission in the Project Works; or
- (b) cracking, shrinking, movement or subsidence in the Project Works which is not expressly allowed by the terms of this deed; or
- (c) other aspect of the Project Works which is not in accordance with the requirements of this deed,

but does not include any:

- (d) damage caused to Portion 1 after the Date of Construction Completion of that Portion, or any Portion other than Portion 1 after the Date of Completion of that Portion; or
- (e) defect in part of the Project Works resulting from theft occurring in relation to Portion 1 after the Date of Construction Completion of that Portion, or any Portion other than Portion 1 after the Date of Completion of that Portion,

other than to the extent that is caused or contributed to by Macquarie or its Associates.

Defects Correction Period means each of the periods referred to in clauses 30.6, 30.7, 30.8 and 30.9.

Defects Management Plan means the Project Plan of that name, as updated from time to time in accordance with clause 7.

Delay Costs means the aggregate of:

- (a) the D&C Delay Costs; and
- (b) the Delay Costs (Macquarie).

Delay Costs (Macquarie) means with respect to a Compensation Event, the net incremental costs of Macquarie, to the extent such costs are additional and reasonable, arm's length third party costs (excluding finance costs), that are directly attributable to the delay caused by the Compensation Event, excluding any direct costs saved or which will be saved or which ought reasonably to have been saved in connection with the delay and excluding any finance costs.

Delay Costs (Macquarie) Cap has the meaning given to that term in Schedule E4.

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 (including both source code and object code versions),

which are required for the performance of Macquarie's Activities, or which Macquarie, the D&C Contractor or any other person on behalf of the D&C Contractor creates in performing Macquarie's Activities (including the design of the Temporary Works).

Design Life has the meaning given to that term in section 1.1 of Appendix 1 of the SWTC.

Design Review Panel means the architectural and urban design review panel established as an advisory body to the Principal in relation to the Project in accordance with the conditions of the Project Planning Approval.

Design Stage means each of Revised Design Stage 1, Design Stage 2 and Design Stage 3.

Design Stage 1 means the stage 1 design prepared by Macquarie and included in Schedule C3.

Design Stage 2 or **Substantial Detailed Design Stage** means that stage in the development of the Design Documentation at which the Design Documentation for any discrete design component, part or element includes all the design standards, design reports, specifications, models, calculations and drawings and shop drawings for the discrete design element or component, and is the stage at which the design analysis, design details and drawings demonstrate that the Design Documentation, when fully developed, will comply with and satisfy all the requirements of this deed.

Design Stage 3 or **Final Design Stage** means that stage in the development of the Design Documentation at which the Design Documentation for any discrete design component, part or element is fully developed, including all design standards, design reports, specifications, models, calculations and drawings and shop drawings, for the discrete design element or component.

DevCo means Skylight Dev Co Pty Limited ABN 43 627 172 445.

Development Lot has the meaning given to that term in the OSD PDA.

Direction means any certificate, decision, demand, determination, direction, instruction, notice, order, rejection, request, requirement or Principal's Representative Statement.

Dispute has the meaning given to that term in clause 52.

Draft BMS means the draft document attached as Annexure A.

Draft Cure Plan has the meaning given to that term in clause 43.3(a)(iv).

Draft DSI Contract means the draft DSI Contract in the form set out in Part A of Annexure C that sets out the proposed terms of the DSI Contract.

Draft Prevention Plan has the meaning given to that term in clause 43.4(a).

Draft Section 88B Instrument means the draft section 88B instrument attached as Annexure J.

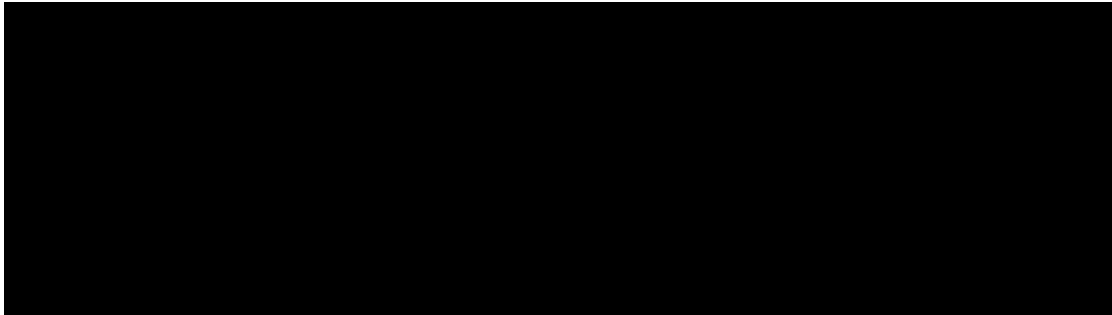
Draft Subdivision Plan means the draft plan attached as Annexure I.

Draft Third Party Agreement has the meaning given to that term in clause 12.1(a)(ii).

DSI Contract means the contract to be entered into between the D&C Contractor and the Lifts and Escalators Contractor in respect of the Lifts and Escalators Work.

Early Site Access Date means, in respect of a part of the Principal Construction Site, the date specified as the "Early Site Access Date" for that part of the Principal Construction Site in the Site Access Schedule.

Early Works means the works referred to in Schedule A20.



Emissions and Energy Data means any 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.

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 Documents means the Planning Approval and any documents listed as such in Appendix 49 to the SWTC.

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 Commencement Date.

Environmental Liability 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 Management Plans means:

- (a) the Construction Environmental Management Plan; and
- (b) the Sustainability Management Plan.

Environmental Manager means the person appointed by Macquarie to that position under clause 9.15 as at the Commencement Date or any person appointed as a replacement under clause 9.15.

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.

Environmental Representative means [REDACTED] of Healthy Buildings International Pty Limited ABN 39 003 270 693 appointed by TfNSW under a separate contract and any person appointed by the Principal as a replacement from time to time, as notified by the Principal to Macquarie.

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

EPA means the New South Wales Environment Protection Authority.

ESL Easement Instrument (Retail Lot South) means the easement for pedestrian access in favour of RailCorp and Sydney Trains (or land owned by them), burdening the Retail Lot South (in part) and in the form of the easement instrument set out in Schedule A23.

ESL Easement Instruments means the instruments creating the easements in favour of RailCorp and Sydney Trains as contemplated in paragraph 2.2(e) of the Subdivision Principles and pursuant to clause 31.13.

ETS means the ticketing system for the Martin Place Metro Station, including the software, smartcards, portable readers and all other aspects of the system, as modified or replaced from time to time.

ETS Contractors means:

- (a) Cubic Transportation Systems (Australia) Pty Limited ABN 82 003 617 561 and any other contractors engaged by the Principal in relation to the ETS; and
- (b) any subcontractors and suppliers at any level of the entities referred to in paragraph (a).

Excepted Risk means:

- (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) occurring within Australia (other than a declared terrorist incident as defined in section 3 of the *Terrorism Insurance Act 2003* (Cth));
- (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 Macquarie or their Associates; and
- (d) damage to the Project Works or Temporary Works by the Principal or a Rail Contractor.

Excluded Variations means any Variation arising from or given as result of:

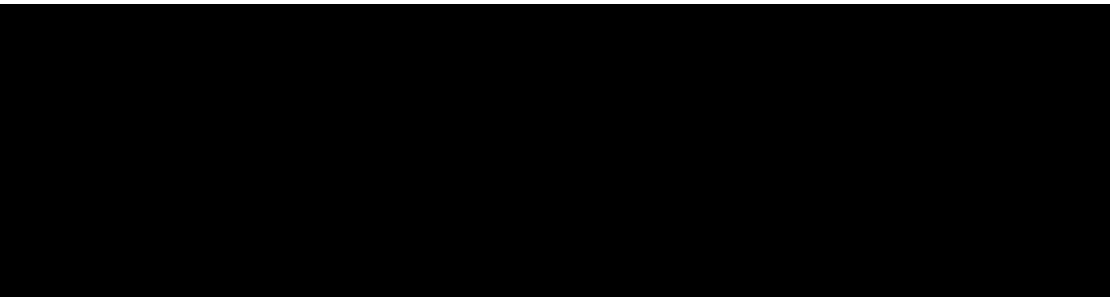
- (a) clauses 8.3(f)(ii), 18.1(c), 25.3(b), 26.8(c), 30.2(a)(ii), 30.3(c), 41.1(e)(ii); or

- (b) clause 35.18(a) (other than a Metro Impact Variation);
- (c) clause 36 (other than a Variation pursuant to clause 36.3(a)(ii) to the extent the Variation relates to any Planning Approval Modification); or
- (d) any Variation relating to the Pending Changes.

Exclusion Sanction has the meaning given to that term in subsection 3(1) of the Building Code.

Excusable Cause of Delay means:

- (a) a Compensation Event;
- (b) an Act of Prevention;
- (c) a Force Majeure Event;
- (d) the suspension or revocation of TfNSW's Accreditation and/or the Principal's Accreditation (as applicable);
- (e) testing directed under clause 26.8 for which Macquarie is entitled to be paid its costs pursuant to clause 26.8(c);
- (f) a requirement for Macquarie to remediate any Contamination:
 - (i) on, in, over, under or around the Construction Site that is caused by the Principal or its Associates after the Commencement Date; or
 - (ii) for which Macquarie is not responsible under clause 16.4(a), in circumstances contemplated by clause 16.4(c);
- (g) every day after [REDACTED] where the conditions of approval required for the commencement of demolition of the building on Construction Site (Area 1) have not been satisfied;



except to the extent that an event in paragraph (a) to (e) (inclusive) or (g) to (i) (inclusive) (or its effects) occurs or arises as a result of:

- (j) an act or omission of Macquarie or an Associate of Macquarie which was undertaken fraudulently, recklessly, unlawfully, negligently or maliciously; or
- (k) a failure by Macquarie or a Related Entity of Macquarie to comply with their obligations under a Project Document or a failure of the OSD Developer to comply with its obligations under an OSD Project Document or a failure of the D&C Contractor to comply with its obligations under any Project Cooperation and Integration Deed.

Executive Negotiator means:

- (a) for Macquarie, the person holding the title of [REDACTED] within Macquarie; and
- (b) for the Principal, the person holding the title of [REDACTED] within the Principal,

(or his or her delegate, who must not be a member of the Project Control Group).

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 Commencement Date) and Services which:
 - (i) do not form part of any Rail Contractors' Activities or infrastructure that is the subject of a Project Cooperation and Integration Deed;
 - (ii) are the subject of the Third Party Agreement (other than an Additional Third Party Agreement); and
 - (iii) are 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) RailCorp;
- (b) Sydney Trains;
- (c) NSW Trains;
- (d) Ausgrid, being the statutory State owned corporation of that name established under the *Energy Services Corporations Act 1995* (NSW);
- (e) Jemena Limited ABN 95 052 167 405;
- (f) Sydney Water Corporation ABN 49 776 225 038;
- (g) State Transit Authority, being the operating agency of TfNSW responsible for, amongst other things, buses in the Sydney CBD;
- (h) Roads and Maritime Services, being the NSW Government agency constituted by section 56 of the Transport Administration Act;
- (i) City of Sydney;
- (j) Telstra Corporation Limited ABN 33 051 775 556 and other telecommunication operators;
- (k) owners and occupiers of adjoining properties; or
- (l) 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 Commencement Date) and Services, which does not form part of any Rail Contractors' Activities or infrastructure that is the subject of a Project Cooperation and Integration Deed); or

- (ii) undertakes any business or operation on or in the vicinity of the Construction Site,

and any of their Related Entities.

Expert means the person appointed to determine a Dispute pursuant to clause 52.5.

Extra Land means the land and buildings referred to in clause 17.11(a)(i).

Extra TSE Adjustment Works has the meaning given to that term in Schedule A21.

Final Design Documentation means any Design Documentation which:

- (a) Macquarie is entitled to use for construction in accordance with clause 20.11(a); or
- (b) has been amended by a Variation directed or approved by the Principal's Representative in accordance with clause 35 or clause 36.

Final Detailed Interface Requirements has the meaning given to that term in Schedule A14.

Financial Close occurs when the last Condition Precedent to be satisfied (or waived under clause 2.3) has been satisfied (or waived under clause 2.3).

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

Financiers' Side Deed means:

- (a) the Financiers' Side Deed D&C; and
- (b) the Financiers' Side Deed SDD.

Financiers' Side Deed D&C means a deed "to be entered into between the Principal, Macquarie, DevCo, the D&C Contractor, the Financiers and others (if required) in accordance with clause 49.2.

Financiers' Side Deed SDD means a deed to be entered into between the Principal, Macquarie, DevCo, the Financiers and others (if required) in accordance with clause 49.2.

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

Fire and Life Safety Report means a fire and life safety report which satisfies the requirements of Appendix 43 to the SWTC.

Follow-on Contractor means any entity engaged by the Principal or the Operator to perform one or more of the design, construction, supply, installation, testing or commissioning of any Follow-on Works on or adjacent to the Construction Site or Martin Place Metro Station, including the Operator, the Line-wide Contractors and the ETS Contractors.

Follow-on Contractor Cooperation and Integration Deed means:

- (a) in relation to an ETS Contractor, a deed to be entered into between the Principal, Macquarie, the D&C Contractor and an ETS Contractor substantially in the form of part 1 of Schedule A4;
- (b) in relation to the Operator, a deed to be entered into between the Principal, Macquarie, the D&C Contractor and the Operator substantially in the form of part 2 of Schedule A4;
- (c) in relation to any other Line-wide Contractor, a deed to be entered into between the Principal, Macquarie, the D&C Contractor and a Line-wide Contractor substantially in the form of part 3 of Schedule A4; and
- (d) in relation to any other Follow-on Contractor, a deed to be entered into between the Principal, Macquarie, the D&C Contractor and a Follow-on Contractor (as applicable) substantially in the form of the part of Schedule A4 directed by the Principal,

in each case subject to any amendments required to reflect party details, appropriate clause cross-references and other similar changes.

Follow-on Works means any works or the provision of any material, plant, equipment, machinery or other infrastructure required for Sydney Metro City & Southwest, other than the TSE Contractor's Activities, Macquarie's Activities and the OSD Developer's Activities.

Force Majeure Event means any of the following:

- (a) an Excepted Risk;
- (b) a declared terrorist incident as defined in section 3 of the *Terrorism Insurance Act 2003* (Cth) occurring within Australia;
- (c) an earthquake occurring within Australia or a Key Plant and Equipment Manufacturing Country;
- (d) a flood which might at the Commencement Date 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;
- (e) a terrorist act as defined in section 3 of the *Terrorism Insurance Act 2003* (Cth) occurring within a Key Plant and Equipment Manufacturing Country;
- (f) war (declared or undeclared), revolution, insurrection, civil commotion, military action, an act of the public or an act of sabotage, in each case occurring in a Key Plant and Equipment Manufacturing Country; or
- (g) a fire or explosion resulting from an event referred to in:
 - (i) paragraphs (a) or (b) occurring in Australia;
 - (ii) paragraphs (c) or (d) occurring in Australia or a Key Plant and Equipment Manufacturing Country; or
 - (iii) paragraphs (e) or (f) occurring in a Key Plant and Equipment Manufacturing Country,

which:

- (h) is beyond the reasonable control of Macquarie and its Associates; and

- (i) prevents or delays Macquarie 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 Macquarie or its Associates (including from any breach by Macquarie or its Associates of a Project Document).



GBCA means the Green Building Council of Australia.

General Change in Law means a Change in Law which is not a Project-Specific Change in Law.

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 Macquarie or its Associates, as the case may be, under the same or similar circumstances as the delivery of the Project Works and the Temporary 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)*.

Handover Works has the meaning given to that term in the TSE Contract.

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.

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

Hold Point means a point beyond which a work process must not proceed without the authorisation or release of an authority designated by the Independent Certifier pursuant to clause 4.4(f)(iii).

IC Design Review Period means:

- (a) 20 Business Days after the date on which any Design Documentation for any Design Stage is submitted in accordance with clause 20.4; or
- (b) where the relevant Design Documentation relates to works relevant to a Third Party Agreement, the review period allowed for the Independent Certifier under that Third Party Agreement.

IC Re-Review Period means:

- (a) the number of Business Days taken by Macquarie to re-submit the Design Documentation rejected under clause 20.8(b)(ii)(A) or the as-built drawings rejected under clause 21.11(c)(i) (as applicable), provided that:
 - (i) if Macquarie has taken less than 5 Business Days to re-submit the Design Documentation the period is 5 Business Days; or
 - (ii) if Macquarie has taken more than 15 Business Days to re-submit the Design Documentation the period is 15 Business Days; or
- (b) in the case of Third Party Agreement Design Documentation, the IC Design Review Period.

IDAR Panel means the Independent Dispute Avoidance and Resolution Panel constituted under the IDAR Panel Agreement.

IDAR Panel Agreement means the agreement in Schedule A12.

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

Illegality Event means the occurrence of any of the following events:

- (a) Macquarie or any of Macquarie's Associates ceases to hold an Approval or breaches a Law, and such failure or breach is, in the reasonable opinion of the Principal, material to the performance of Macquarie's obligations under this deed and, where the event is capable of being remedied, is not remedied within 20 Business Days after the earlier to occur of:
 - (i) the date on which the Principal notifies Macquarie of the failure or breach; and
 - (ii) the date on which Macquarie becomes aware of the failure or breach;
- (b) any Project Document:
 - (i) being revoked, repudiated or terminated or ceasing to be legal, valid and binding and enforceable against Macquarie or any other party to a Project Document (except the Principal, the Independent Certifier or a Rail Contractor), other than as contemplated by the Project Documents; or
 - (ii) becoming invalid, void or voidable in any material respect other than where the Principal, the Independent Certifier or a Rail Contractor has caused it to be invalid, void or voidable,

and, where the event is capable of being remedied, the event is not remedied within 20 Business Days after Macquarie became aware of the relevant event occurring; or
- (c) it is or becomes unlawful for Macquarie or any of Macquarie's Associates to perform any of their obligations under the Project Documents, and, where the event is capable of being remedied, such event is not remedied within 20 Business Days after Macquarie becoming aware of the relevant event occurring.

IMS Amount means the rates based amount payable by the Principal to Macquarie in accordance with clause 10.9(b), 29.2(b)(ii), the Payment Schedule and Schedule A6 (as applicable).

IMS Cap means [REDACTED] subject to adjustment as a result of a Principal Initiated Variation under clause 35.

Incident means any of the following incidents or events arising out of or in connection with Macquarie's Activities:

- (a) any work health and safety, environmental or security incident including:
 - (i) 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) an occurrence or set of circumstances as a consequence of which Pollution to air, noise or land, or an adverse environmental impact, has occurred or is likely to occur;
 - (iii) any fire or dangerous event on the Construction Site or Extra Land;
 - (iv) a security breach;
 - (v) any incident involving the community;
 - (vi) any accidents involving damage to persons or property occurring on or in the vicinity of the Construction Site or any Extra Land or in the supply chain where the Chain of Responsibility Provisions apply;
 - (vii) a non-compliance with an Approval;
 - (viii) any public complaint; or
 - (ix) any incident defined in the Sydney Metro Principal Contractor Health and Safety Standard; or
- (b) any unplanned and/or undesired event which results in or has the potential to result in injury, ill-health, damage to or loss of property, interruption to operations or environmental impairment,

and includes:

- (c) a near miss, breach of procedure, quality failure and/or injuries to contractors and members of the public;
- (d) a "notifiable incident" under the WHS Legislation; and
- (e) a "notifiable occurrence" under the Rail Safety National Law.

Indemnified Party has the meaning given to that term in clause 42.3(a).

Independent Certifier means the person or persons jointly appointed by the Principal and Macquarie to be the Independent Certifier under the Independent Certifier Deed.

Independent Certifier Deed means the deed entered into between the Principal, Macquarie and the Independent Certifier in relation to the services of the Independent Certifier required by this deed substantially in the form set out in Annexure M.

Independent Property Impact Assessment Panel means the "Independent Property Impact Assessment Panel" established by TfNSW for the purpose of Sydney Metro City & Southwest in accordance with the requirements of the Planning Approval.

Information Disclaimer

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

- (a) referred to in Annexure B;
- (b) issued or made available by, or on behalf of, the Principal, TfNSW or the State to MCH, Macquarie Bank Limited, Macquarie, DevCo or the OSD Developer in connection with the Binding Offer, Macquarie's Activities, the Project or the ETS regardless of whether at the time of issue (or being made available) was expressly classified or stated to be an "Information Document"; or
- (c) 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 a Project Document to provide to Macquarie and Macquarie is expressly permitted by the terms of a Project Document to rely on.

Initial Detailed Interface Requirements has the meaning given to that term in Schedule A14.

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

- (a) an application is made (other than for a frivolous or vexatious reason) 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 and not set aside within 10 Business Days for the winding up of a person, except for the purpose of a reconstruction, amalgamation, merger or consolidation where that person is solvent or 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 where that person is solvent or 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 and the appointment is not set aside within 10 Business Days;
- (e) the holder of a Security Interest or its agent takes possession of any property of the person or otherwise enforces its Security Interest and is not set aside within 30

Business Days where that enforcement has or is reasonably likely to have a material adverse effect on its ability to perform its obligations under the Project Documents;

- (f) a person or any other person appoints an administrator to the person and the appointment is not set aside within 10 Business Days;
- (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 where, in the case of Macquarie only, that has or is reasonably likely to have a material adverse effect on its ability to perform its obligations under the Project Documents;
 - (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 or arrangement with its creditors or members, without the prior consent of the Principal, except for the purposes of a solvent reconstruction or amalgamation; 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) of this definition (inclusive) including under any laws of any applicable jurisdiction.

Insurances means the insurances required to be effected and maintained under any Project Document.

Intellectual Property Right means any statutory and other proprietary right in respect of inventions, innovations, patents, utility models, registered and registrable designs, circuit layouts, mask rights, copyright (including future copyright), confidential information, trade secrets, technical data and know-how, trademarks 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.

Interface Management Services means the services referred to in Schedule A6 and Appendixes 56 and 64 to the SWTC.

Interim Access Licence means, with respect to each part of the TSE Site identified in a notice given by the Principal to Macquarie pursuant to clause 17.1(a), the licence granted by the Principal to Macquarie pursuant to clause 17.1(b).

Interim Access Period means, in respect of any part of the TSE Site, the period:

- (a) commencing on the date which the Principal notifies Macquarie in writing that that part of the TSE Site is Accessible under clause 17.1(a); and
- (b) ending on the date the Construction Licence with respect to the relevant part of the TSE Site commences.

Investigative Authority means any Authority having a statutory right to investigate:

- (a) Macquarie's Activities, the Project Works, the Temporary Works or Sydney Metro City & Southwest; or
- (b) any activities of the Principal which are affected by Macquarie's Activities, the Project Works, the Temporary Works or Sydney Metro City & Southwest,

including the Australian Transport Safety Bureau constituted under the *Transport Safety Investigation Act 2003* (Cth), ONRSR and the Office of Transport Safety Investigations constituted under the *Transport Administration Act 1988* (NSW).



Key Plant and Equipment means [REDACTED] required for the construction of the Project Works.

Key Plant and Equipment Manufacturing Country means [REDACTED] and [REDACTED] to the extent that Macquarie or its Associates is manufacturing the Key Plant and Equipment in such countries.

Known Defects Rectification Period means the period:

- (a) commencing on the date of the TSE Notice of Construction Completion for the TSE Portion to which the TSE Known Defect relates; and
- (b) ending on the date that is 90 days after the date in paragraph (a).

Last Date of Completion means the Date of Completion of the last Portion to achieve Completion (other than Portion 1).

Law means common law, principles of equity, and laws made by parliament (and laws made by parliament include state, territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them) and includes any notice issued by, and any requirements of, an Authority.

LD Cap means [REDACTED] of the Total Project Sum.

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 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; or
- (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.

Lifts and Escalators Amount means:

- (a) the lump sum amount set out in the DSI Contract as the total contract sum payable to the Lifts and Escalators Contractor for the performance of the Lifts and Escalators Work, including the design contract sum, the supply and installation contract sum and the support services payment;
- (b) any shipping and installation costs payable under the DSI Contract in relation to the Lifts and Escalators Works based on the rates set out in the DSI Contract; and
- (c) subject to clause 8.3(l), any amounts payable to the Lifts and Escalators Contractor under the DSI Contract in relation to the extension of the defects correction period to 31 December 2026, based on the rates set out in the DSI Contract,

each as set out in the DSI Contract provided by the Principal pursuant to clause 8.3(d), subject to adjustment to limb (a) of this definition for any variation agreed by the Principal or the events referred to in limbs (a)(i) and (a)(iii) of the definition of Contract Sum Adjustment Event (as defined under the DSI Contract) where reasonably necessary for Macquarie to comply with this deed, except to the extent any such adjustment is due to an Act of Prevention (as defined under the DSI Contract) by the D&C Contractor (but only to the extent such Act of Prevention (as defined under the DSI Contract) has not been caused or contributed to by an Act of Prevention or a risk for which the Principal bears the risk under this deed.

Lifts and Escalators Contractor means the contractor engaged by the Principal under a framework agreement and engaged by the D&C Contractor under the DSI Contract to perform the Lifts and Escalator Work.

Lifts and Escalators Work means the work to be performed by the Lifts and Escalators Contractor in relation to the Project Works.

Line-wide Contract means any contract between the Principal (on one hand) and a Line-wide Contractor (on the other hand) to carry out Line-wide Works.

Line-wide Contractor means any entity that is engaged by the Principal to carry out Line-wide Works, and will include the Operator to the extent that the Principal engages the Operator to carry out any Line-wide Works.



Line-wide Works means the physical works comprising the line-wide components of the Sydney Metro City & Southwest including:

- (a) tunnel ventilation system;
- (b) track including tunnel services (drainage, lighting, fire systems, LV supplies), stabling, combined services cable brackets;
- (c) high voltage power supply;
- (d) overhead wiring and traction power supply;
- (e) radio;
- (f) communication systems;
- (g) central control systems;

- (h) passenger display, public address systems, CCTV and wayfinding;
- (i) signalling and train control systems;
- (j) platform screen doors and mechanical gap fillers;
- (k) access control systems; and
- (l) ETS.

Loading Dock has the meaning given to that term in the Draft Section 88B Instrument.

Local Area Works means the modification, reinstatement and improvement of Local Areas which Macquarie must design and construct and hand over to the Principal or the relevant Authority in accordance with this deed (and including, to the extent relevant to such works, Variations directed or approved in accordance with this deed).

Local Areas means all public spaces, parks, pedestrian ways, pedal cycle paths, local roads, state highways, regional roads and main roads, including their associated road reserves, which:

- (a) are adjacent to;
- (b) connect to;
- (c) intersect;
- (d) cross; or
- (e) are in any way affected by,

the Project Works or Temporary Works, including those sections of public spaces, parks, pedestrian ways, pedal cycle paths, local roads, state highways, regional roads and main roads, including any associated road reserves, that are made redundant or become service roads as part of the road network.

Longstop Date means the date that is [REDACTED] after the Date for Completion of Portion 2.

Loss means:

- (a) any Cost, expense, loss, damage, Liability or other amount; and
- (b) without being limited by paragraph (a) of this definition and only to the extent not prohibited by Law, any fine or penalty,

whether direct, indirect, consequential, present, future, fixed, unascertained, actual or contingent and, for the avoidance of doubt, includes Consequential Loss.

Lot Owner has the meaning given to the term "Owner" in the Draft BMS.

LRS means NSW Land Registry Services.

LW Contractor means:

- (a) the Operator; and
- (b) the contractor engaged by the Principal that is responsible for designing, constructing, testing and commissioning the following systems in accordance with the Interface Requirement Specifications in Appendix 25 to the SWTC:

- (i) track and tunnel services (drainage, lighting, fire systems, LV supplies), stabling, combined services cable brackets;
- (ii) high voltage power supply;
- (iii) overhead wiring & traction supply;
- (iv) tunnel ventilation system;
- (v) platform screen doors;
- (vi) radio;
- (vii) signalling system;
- (viii) central control system; and
- (ix) communication system.

Macquarie Bank Limited means Macquarie Bank Limited ABN 46 008 583 542.

Macquarie Construction Site means that part of the Macquarie Land that is below RL 14.3 and which is required by the TSE Contractor in order to undertake the works contemplated by the TSE Adjustment Works.

Macquarie Event of Default has the meaning given to that term in clause 43.1.

Macquarie Financial Holdings means Macquarie Financial Holdings Pty Limited ABN 63 124 071 398.

Macquarie Group means Macquarie and any Related Entity identified in the Macquarie Group Structure as a subsidiary (as defined in section 46 of the *Corporations Act 2001* (Cth)) of Macquarie, and any Related Entity which becomes a member of Macquarie Group pursuant to a consent given in accordance with clause 51.

Macquarie Group Structure means the structure of Macquarie Group as set out in Schedule A3 as at the Commencement Date.

Macquarie Land means Lot 1 in Deposited Plan 182023, known as 50 Martin Place, Sydney.

Macquarie Payment means each of the payments to be made by Macquarie to the Principal referred to in:

- (a) clause 33; and
- (b) clause 25 of the OSD PDA.

Macquarie SDD Termination Payment has the meaning given to that term in the Termination Payment Schedule.

Macquarie Termination Event means any event specified in clause 45.1.

Macquarie Termination Payment has the meaning given to that term in the Termination Payment Schedule.

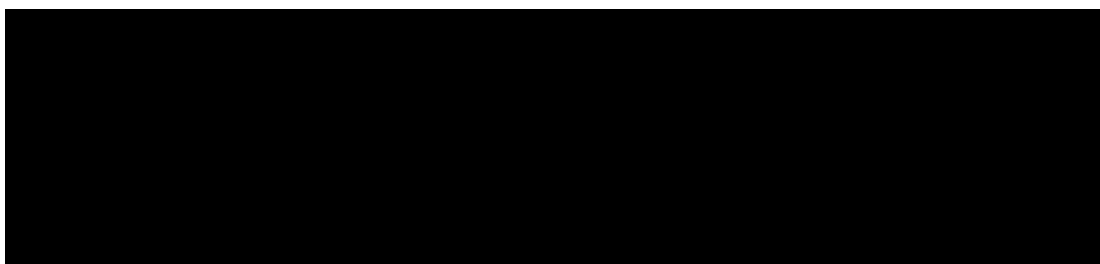
Macquarie's Activities means all activities that Macquarie performs, or is required to perform, to comply with its obligations under this deed, whether or not the performance of such things or tasks is subcontracted by Macquarie to another person, including

designing, constructing, testing and commissioning the Project Works and Temporary Works, carrying out Interface Management Services and carrying out the demolition of the building on Construction Site (Area 1).

Macquarie's Representative means [REDACTED] or any person appointed by Macquarie as a replacement from time to time, as notified by Macquarie to the Principal in writing.

Major Australian Bank means Australia and New Zealand Banking Group Limited, Westpac Banking Corporation, National Australia Bank Limited and Commonwealth Bank of Australia.

Major TSE Defect means a TSE Defect in the following features of the TSE Works:



Mandatory Defect means:

- (a) with respect to a Milestone, a Defect which has been notified by the Principal's Representative under clause 30.2(a)(i) at any time before the date that is 28 days prior to the estimated Date of Milestone Achievement of that Milestone specified in a notice given under clause 25.1(a)(iii), but does not include an Accepted Defect, an Agreed Defect or a Minor Defect in that Milestone that is not reasonably capable of correction within the 28 day period contemplated by this paragraph (a);
- (b) with respect to Portion 1, a Defect which has been notified by the Principal's Representative under clause 30.2(a)(i) at any time before the date that is 28 days prior to the estimated Date of Construction Completion of that Portion specified in a notice given under clause 27.1(a)(iii), but does not include an Accepted Defect, an Agreed Defect or a Minor Defect in that Portion that is not reasonably capable of correction within the 28 day period contemplated by this paragraph (b); and
- (c) with respect to any Project Works forming part of any Portion other than Portion 1 which are carried out:
 - (i) prior to the Date of Construction Completion of that Portion, a Defect which has been notified by the Principal's Representative under clause 30.2(a)(i) at any time before the date that is 28 days prior to the estimated Date of Construction Completion of that Portion specified in a notice given under clause 27.1(a)(iii), but does not include an Accepted Defect, an Agreed Defect or a Minor Defect in those Project Works that is not reasonably capable of correction within the 28 day period contemplated by this paragraph (c)(i); and
 - (ii) after the Date of Construction Completion of that Portion, a Defect which has been notified by the Principal's Representative under clause 30.2(a)(i) at any time before the date that is 28 days prior to the estimated Date of Completion of that Portion specified in a notice given under clause 28.1(a)(iii), but does not include an Accepted Defect, an Agreed Defect or a Minor Defect in those Project Works that is not reasonably capable of correction within the 28 day period contemplated by this paragraph (c)(ii).

Martin Place ESR Station means the existing Sydney Trains station on the Eastern Suburbs railway line.

Martin Place Metro Station means the new underground metro station for Sydney Metro City & Southwest known as "Martin Place Station".

Martin Place Metro Station Lot means the stratum lot shown as Lot 5 in the Draft Subdivision Plan, which will be created by way of subdivision pursuant to clause 31.

Master Interface Protocols Deed Poll means a deed poll in substantially the same form as Schedule A19.

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.

Material Impact has the meaning given to that term in clause 35.2(c)(ix).

MCH means Macquarie Corporate Holdings Pty Limited ABN 54 096 705 109.

Metro Construction Licence means the construction licence entered into between the Principal and Macquarie Bank Limited dated 9 August 2018.

Metro Impact means anything which will or is likely to change the proposed boundaries of the Martin Place Metro Station Lot, the Retail Lots or any proposed easement sites from those shown on the Draft Subdivision Plan.

Metro Impact Variation has the meaning given to that term in the OSD PDA.

Milestone Achievement means, in respect of a Milestone, the stage in the execution of Macquarie's Activities when the Project Works comprising that Milestone have achieved the level of completion required for that Milestone in paragraph 4 of Schedule A2 except for any:

- (a) Minor Defects referred to in paragraph (a) of the definition of "Minor Defect";
- (b) Accepted Defects referred to in paragraph (a) of the definition of "Accepted Defect"; and
- (c) Agreed Defects referred to in paragraph (a) of the definition of "Agreed Defect".

Milestones means each of the milestones set out in paragraph 4 of Schedule A2 and **Milestone** means each of them.

Minor Defect means:

- (a) with respect to a Milestone, a Defect in that Milestone which:
 - (i) is capable of being corrected without causing unreasonable delay or disruption to the activities that are to be performed by any Rail Contractor within the Construction Site; and
 - (ii) the Independent Certifier determines (acting reasonably) that Macquarie has reasonable grounds for not promptly correcting prior to Milestone Achievement for the relevant Milestone;

- (b) with respect to Portion 1, a Defect in that Portion which:
 - (i) is capable of being corrected:
 - (A) after the relevant part of the Construction Site has been handed over to the Principal; and
 - (B) without causing unreasonable delay or disruption to the activities that are to be performed by any Rail Contractor within the Construction Site; and
 - (ii) the Independent Certifier determines (acting reasonably) that Macquarie has reasonable grounds for not promptly correcting prior to handover of the Project Works to the Principal; and
- (c) with respect to any Project Works forming part of any Portion other than Portion 1 which are carried out:
 - (i) prior to Construction Completion of that Portion, a Defect in that Portion which:
 - (A) is capable of being corrected without causing unreasonable delay or disruption to the activities that are to be performed by any Rail Contractor within the Construction Site; and
 - (B) the Independent Certifier determines Macquarie has reasonable grounds for not promptly correcting prior to Construction Completion; and
 - (ii) after Construction Completion of that Portion, a Defect in that Portion which:
 - (A) is capable of being corrected:
 - (aa) after the relevant part of the Construction Site has been handed over to the Principal; and
 - (bb) without causing unreasonable delay or disruption to the activities that are to be performed by any Rail Contractor within the Construction Site; and
 - (B) the Independent Certifier determines acting reasonably that Macquarie has reasonable grounds for not promptly correcting prior to handover of the Project Works to the Principal,

but does not include a Mandatory Defect, an Accepted Defect or an Agreed Defect.

Minor Non-Compliances means a minor error, minor omission or minor non-compliance:

- (a) which:
 - (i) does not:
 - (A) prevent the Project Works or the Temporary Work from being fit for their intended purpose;
 - (B) prevent the achievement of the performance requirements specified in the SWTC;

- (C) affect the safety of the Project Works or Temporary Works; or
 - (D) (in the case of Third Party Agreement Design Documentation for the Sydney Trains Interface Works only) interfere with Sydney Trains operations or activities or the safe operation of Sydney Trains' Facilities; and
- (ii) the Independent Certifier determines (acting reasonably) that Macquarie has reasonable grounds for not promptly correcting prior to the certification required to be obtained under this deed; or
- (b) which the parties agree is a Minor Non-Compliance.

MLC Pedestrian Link means:

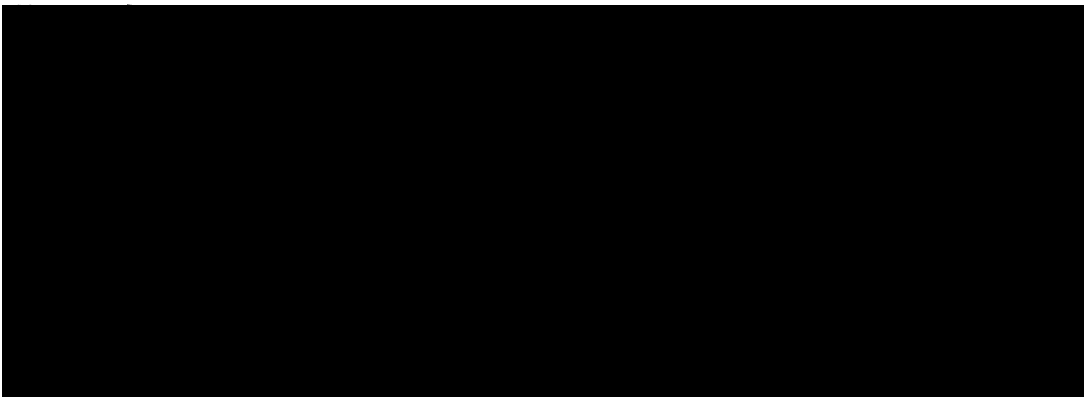
- (a) the pedestrian link located partly in Crown Reserve R88056, the land beneath Elizabeth Street and Castlereagh Street; and
- (b) the land circled in red in the plan set out in Annexure H.

Moral Rights means any of the rights described in Article 6b is of the Berne Convention for the Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being "droit moral" or other analogous rights arising under any Law (including the *Copyright Act 1968* (Cth) or any Law outside Australia), that exists now or in the future anywhere in the world.

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

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

Nominated Member has the meaning given in clause 52.3(b).



Non-Proof Engineered Temporary Works means all Temporary Works that are not Proof Engineered Temporary Works.

North Shaft Elongation Works means the works required in addition to the North Shaft Reference Works to expand the North Shaft (as defined in Schedule A16), as shown in diagram B.7 of Attachment B to Schedule A16.

North Shaft Reference Works means excavation and related works for the North Shaft (as defined in Schedule A16) included in the TSE Works as at the date of execution of the TSE Contract, as shown in diagram 3 in B.1 of Attachment B to Schedule A16.

North Tower Lot has the meaning given to it in the OSD PDA.

Notice of Completion means a notice in the form of Schedule B24 issued by the Independent Certifier pursuant to clause 28.1(e)(i)(A).

Notice of Construction Completion means a notice in the form of Schedule B4 issued by the Independent Certifier pursuant to clause 27.1(e)(i)(A).

Notice of Dispute means a notice given under clause 52.4(b).

Notice of Issue means a notice given under clause 52.3(a).

Notice of Milestone Achievement means a notice in the form of Schedule B5 issued by the Independent Certifier pursuant to clause 25.1(e)(i).

NRT means NRT Pty Ltd (ACN 166 610 313).

NSW Code means the NSW Government's Code of Practice for Procurement (January 2005), or any substitute for, or update to, such code as contemplated in the NSW Guidelines.

NSW Government Policy means the NSW Code, NSW Guidelines, New South Wales Government Work Health & Safety Management Systems and Auditing Guidelines (5th edition) (September 2013, updated May 2014), NSW Government Policy on Aboriginal Participation in Construction (June 2018), Environmental Management Systems Guidelines (3rd edition) (August 2013), Quality Management System Guidelines for Construction (August 2013), NSW Government Resource Efficiency Policy (GREP) and any other NSW Government guidelines and requirements specified or required by this deed.

NSW Guidelines means the NSW Government's Implementation Guidelines to the New South Wales Code of Practice for Procurement: Building and Construction (as issued on 1 July 2013).

NSW Trains means the body corporate constituted by Part 2B of the *Transport Administration (General) Regulation 2005* (NSW).

ONRSR means the Office of the National Rail Safety Regulator constituted under the Rail Safety National Law.

Operator means any entity, from time to time, that the Principal engages to perform the OTS2 Project Works.

Optional Pending Change

OSD or Over Station Development means the development to be carried out and completed in accordance with the OSD PDA.

OSD Construction Site has the meaning given to the term "Construction Site" in the OSD PDA.

OSD Date of Completion has the meaning given to the term "Last Date of Practical Completion" in the OSD PDA.

OSD Design Documentation (CC) has the meaning given to that term in the OSD PDA.

OSD Design Parameters has the meaning given to that term in the OSD PDA.

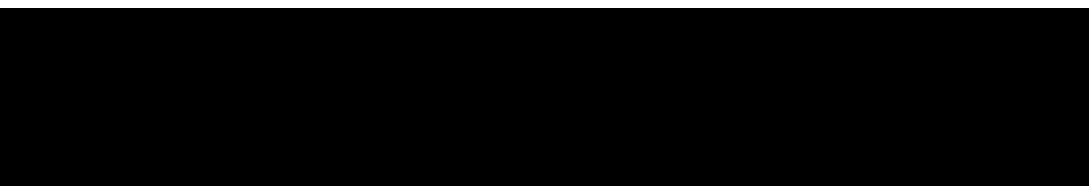
OSD Developer means Macquarie Group Limited ABN 94 122 169 279.

OSD Developer's Activities means all activities that the OSD Developer performs, or is required to perform, to comply with its obligations under the OSD PDA, whether or not the performance of such things or tasks is subcontracted by the OSD Developer to another person.

OSD Developer's Associates means the people and entities referred to in paragraph (b) of the definition of "Associates" in the OSD PDA.

OSD Entrance Works means the physical works which Macquarie must design, construct and complete within the areas identified in the "Station Works Drawings" in Appendix 4 to the SWTC as "OSD Entrance Works" (and including, to the extent relevant to such works, Variations directed or approved in accordance with this deed), as further described in section 2.2.4 of the SWTC.

OSD PDA means the document titled "Martin Place Metro Station Project - Over Station Development Project Delivery Agreement" (Contract No: 507) entered into between the Principal and the OSD Developer on or about the Commencement Date.



OSD Planning Approval has the meaning given to the term "Planning Approval" in the OSD PDA.

OSD Project Documents means each "Project Document" (as defined in the OSD PDA).

OSD Step-in Event has the meaning given to the term "Step-in Event" in the OSD PDA.

OSD Step-in Party has the meaning given to the term "Step-in Party" in the OSD PDA.

OSD Step-in Powers has the meaning given to the term "Step-in Powers" in the OSD PDA.

OSD Variation has the meaning given to the term "Variation" in the OSD PDA.

OSD Works has the meaning given to that term in the OSD PDA.

OTS Project Deed means the deed titled "North West Rail Link Operations, Trains and Systems Project Deed" between TfNSW and NRT dated 15 September 2014.

OTS Project Works means all things, works and materials (including all systems and software incorporated in, or necessary to enable their operation) that NRT must, in accordance with the OTS Project Deed, design, construct, manufacture, install, test and commission for the purposes of completing Sydney Metro Northwest, including equipment, systems (including all information and communications systems), hardware and software, stations, rolling stock, trackwork and support structures and the stabling yard and maintenance depot and control centre.

OTS2 Project Deed means a deed between the Principal and the Operator for the provision of the OTS2 Project Works and the performance of various services, including in particular the operation and maintenance of Sydney Metro City & Southwest and Sydney Metro Northwest.

OTS2 Project Works means all things, works and materials (including all systems and software incorporated in, or necessary to enable their operation) that the Operator must, in accordance with the OTS2 Project Deed, design, construct, manufacture, install, test and commission for the purposes of completing Sydney Metro City & Southwest, including equipment, systems (including all information systems, central control systems and communications systems), hardware and software, rolling stock, trackwork and support structures, platform screen doors and control centre.

Over Station Rail Works means the physical works which Macquarie must design, construct and complete within the Development Lot and which are required to deliver an operating Martin Place Metro Station, as further described in Appendix 4 to the SWTC and section 2.2.5 of the SWTC (and including, to the extent relevant to such works, Variations directed or approved in accordance with this deed).

Payment Schedule means Schedule E1.

PDCS means the Principal's web based TeamBinder project data, collaboration and document management 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 59(b).

Pending Change [REDACTED]

Pending Change Assumptions means, in relation to each Pending Change, the qualifications and assumptions set out for that Pending Change in Schedule A22.

PPS Act means the *Personal Property Securities Act 2009* (Cth) and the *Personal Property Securities Regulations 2010* (Cth).

Planning Approval means:

- (a) the Project Planning Approval, to the extent that the Project Planning Approval relates to Macquarie's Activities, the Project Works, the Temporary Works or Martin Place Metro Station; and
- (b) any other consent, concurrence or approval, or determination of satisfaction with any matter, which is made, given or issued under the Planning Approvals from time to time in respect of Macquarie's Activities, the Project Works, the Temporary Works or Martin Place Metro Station and all conditions to any of them, and includes all documents incorporated by reference, as that consent, concurrence, approval or determination may be modified from time to time.

Pollution has the meaning given to that term in the *Protection of the Environment Operations Act 1997* (NSW).

Portion means a part of the Project Works described in the columns titled "Portion" and "Description" in paragraph 3 of Schedule A2 or as directed by the Principal's Representative under clause 18.1.

Portion 1 means the Project Works described as "Portion 1" in paragraph 3 of Schedule A2.

Portion Handover Date means:

- (a) in respect of Portion 1, the Date of Construction Completion of Portion 1; and
- (b) in respect of any other Portion, the later of:
 - (i) the day after the Date of Completion of that Portion; or

- (ii) where the Principal's Representative gives a written notice under clause 29.2(a) in respect of the Portion, the date notified in the notice given under clause 29.2(c) in respect of the Portion.

Principal Construction Site means the areas identified in the Site Access Schedule, being Construction Site (Area 1), Construction Site (Area 2), Construction Site (Area 3), Construction Site (Area 4) and Construction Site (Area 5), as increased in area pursuant to clause 17.4.

Principal Project Documents means those Project Documents to which the Principal is a party.

Principal SDD Termination Payment has the meaning given to that term in the Termination Payment Schedule.

Principal Termination Event has the meaning given to that term in clause 45.4.

Principal Termination Payment has the meaning given to that term in the Termination Payment Schedule.

Principal's Insurances means a policy or the policies of insurance which the Principal has obtained under clause 41.2(a).

Principal's Land means each of the following parcels of land:

- (a) Lot 1 in Deposited Plan 222356, known as 55 Hunter Street, Sydney;
- (b) Lot 1 in Deposited Plan 173027 and Lots 1 and 2 in Deposited Plan 929277, known as 8-12 Castlereagh Street, Sydney;
- (c) Lot 2 in Deposited Plan 548142, known as 5 Elizabeth Street, Sydney;
- (d) all lots comprising Strata Plan 13171, known as 7 Elizabeth Street, Sydney;
- (e) Lot 1 in Deposited Plan 260232, known as Martin Place Shopping Circle, Sydney;
- (f) Lots 1 and 2 in Deposited Plan 1103195, known as 39 Martin Place, Sydney;
- (g) Lot 1 in Deposited Plan 526161, known as 9-19 Elizabeth Street, Sydney;
- (h) Lot 131 in pre-allocated plan number Deposited Plan 1232469; and
- (i) Lot 132 in pre-allocated plan number Deposited Plan 1232469,

but does not include:

- (j) the above ground stratum of Lot 5 in Deposited Plan 984182;
- (k) the RailCorp Lot; or
- (l) any land forming part of the surface of Martin Place.

Principal's Representative means any person appointed by the Principal as the Principal's representative or any replacement from time to time, as notified by the Principal to Macquarie in accordance with clause 4.

Principal's Representative Statement means any one of the following statements by the Principal's Representative:

- (a) pursuant to clause 7.5(a), a determination as to whether the Project Plan complies with this deed; and
- (b) pursuant to clause 23.11, the reasonable period for extension to the Date for Milestone Achievement of a Milestone or Date for Construction Completion or Date for Completion of a Portion

Progress Report means each progress report to be submitted by Macquarie under clause 23.16.

Project means:

- (a) the design and construction of Martin Place Metro Station by Macquarie; and
- (b) the performance, carrying out, exercise or provision of:
 - (i) the Project Works and Temporary Works by Macquarie in accordance with this deed; and
 - (ii) Macquarie's Activities under the Project Documents.

Project Control Group means the group established in accordance with clause 4.6.

Project Cooperation and Integration Deed means each of:

- (a) the TSE Cooperation and Integration Deed; and
- (b) each Follow-on Contractor Cooperation and Integration Deed.

Project Documents means:

- (a) this deed;
- (b) the Independent Certifier Deed;
- (c) the D&C Contract;
- (d) the D&C Side Deed;
- (e) the Sub-SDD;
- (f) each Project Cooperation and Integration Deed;
- (g) the Master Interface Protocols Deed Poll;
- (h) the Collateral Warranty Deed Poll;
- (i) the IDAR Panel Agreement;
- (j) each of the Call Option Deed (Retail Lot North) and the Call Option Deed (Retail Lot South);
- (k) the Retail Lease; and
- (l) any document which the Principal and Macquarie acknowledge in writing to be a Project Document,

but does not include the OSD Project Documents.

Project Documentation means:

(a) all drawings, plans, manuals, software designs, reports, computer records, specifications, calculations and any other documents (whether in hard copy or electronic form) prepared or required to be prepared by or on behalf of Macquarie or its Subcontractors in performing Macquarie's Activities;

(b) without limiting paragraph (a), Design Documentation and Project Plans.

Project Health and Safety Management Plan or PHSMP means the Project Plan of that name, as updated from time to time in accordance with clause 7.

Project Objectives means the matters set out in clause 3.2.

Project Plans means the plans listed in Appendix 54 to the SWTC, including all subsidiary plans and supporting documents and information, as updated from time to time in accordance with this deed.

Project Planning Approval means the approval granted by the Minister for Planning under section 115ZB of the EP&A Act dated 9 January 2017, including all:

- (a) conditions to such approval; and
- (b) documents incorporated by reference,

as modified from time to time (including by the Project Planning Approval Modification).

Project Planning Approval Modification means the modification to the Project Planning Approval granted by the Minister for Planning dated 22 March 2018.

Project Site means:

- (a) the areas of the Principal Construction Site; and
- (b) the areas of the Macquarie Land below RL 14.3 required for the purposes of Macquarie's Activities.

Project Trust means Skylight Project Trust created by trust deed dated 10 July 2018.

Project Works means the physical works which Macquarie must design, construct and complete under this deed and includes:

- (a) the Station Works;
- (b) the Retail Works;
- (c) the OSD Entrance Works;
- (d) the Over Station Rail Works;
- (e) the Third Party Works; and
- (f) the Concourse Link Works,

including, to the extent relevant to such works, Variations directed or approved in accordance with this deed but excluding Temporary Works.

Project Values means the values that will guide the delivery of the Project, being:

- (a) safety and wellbeing;
- (b) collaboration;

- (c) integrity;
- (d) innovation;
- (e) excellence; and
- (f) achievement.

Project-Specific Change in Law means a Change in Law, the terms of which apply to:

- (a) Project Works or the Temporary Works, and not to other works;
- (b) Macquarie, and not to other persons; or
- (c) the Principal Construction Site, and not to any other:
 - (i) similarly situated land or facilities; or
 - (ii) land or facilities where similar activities to Macquarie's Activities are undertaken.

Proof Engineer means the person or persons engaged from time to time by Macquarie in accordance with clause 4.5 to perform the role of the Proof Engineer.

Proof Engineered Temporary Works means any Temporary Works that may:

- (a) have an impact upon:
 - (i) the amenity of any members of the public; or
 - (ii) the assets of any Authority; or
- (b) involve a material potential risk:
 - (i) to the health or safety of any person; or
 - (ii) of loss of or damage to property.

Property Works means all works required to existing buildings and infrastructure or to and within properties arising out of Macquarie's Activities as described or specified in the SWTC, including section 2.2.7 of the SWTC and Appendix 52 to the SWTC (and including, to the extent relevant to such works, Variations directed or approved in accordance with this deed).

Public Transport Agency means TfNSW (and each of its divisions), RailCorp, the Principal, Sydney Trains and NSW Trains.

Pure Economic Loss means Consequential Loss, other than Consequential Loss arising out of or in connection with:

- (a) any illness or personal injury to, or death of, any person;
- (b) the loss or destruction of (whether total or partial) or damage to any real or personal property; or
- (c) loss of use of or access to any real or personal property where such loss of use or access is caused by Macquarie's wrongful act or omission or breach of a Project Document.

Quality Manager means the person appointed to that position under clause 9.15 as at the Commencement Date, and any person appointed as a replacement under clause 9.15, who satisfies the requirements of section 5.5.1(a) of the SWTC.

Quality Management System means a corporate system that details the organisational structure, policies, procedures, practices, recourses and responsibilities for quality management.

Quality Plan means the Project Plan of that name, as updated from time to time in accordance with clause 7.

RailCorp means Rail Corporation New South Wales, a corporation constituted by section 4(1) of the Transport Administration Act.

RailCorp Lot means the land presently comprised in Auto Consol 11565-203.

Rail Contract means any contract entered into between the Principal and a Rail Contractor.

Rail Contractors means any contractor, consultant, tradesperson, supplier or other person engaged or authorised by the Principal to do work on or about the Construction Site, including:

- (a) the TSE Contractor;
- (b) the Operator;
- (c) the Line-wide Contractors;
- (d) the ETS Contractors; and
- (e) any other Follow-on Contractor,

but excluding Macquarie and any Associate of Macquarie.

Rail Contractors' Activities means any activities undertaken by a Rail Contractor which interface with or affect, or are affected by, Macquarie's Activities, the Project Works or the Temporary Works.

Rail Contractors' Work means any work to be executed by the Rail Contractors.

Rail Infrastructure Manager has the meaning given to that term in the Rail Safety National Law.

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.

Recommendation has the meaning given in clause 52.4(a).

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).

Release Date means the date on which the Principal makes payment of the [REDACTED] for the relevant [REDACTED] to Macquarie.

Relevant Land means that part of the Macquarie Land where, as at the date of registration of the Subdivision Plan, any physical works or infrastructure which are required for, or otherwise associated with, the Martin Place Metro Station are located, including any part of the Macquarie Land where rock anchors have been installed for the purposes of the construction of the Martin Place Metro Station.

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

Remedy means, in respect of a Macquarie Event of Default, to remedy or cure the Macquarie Event of Default or otherwise overcome the consequences of the Macquarie Event of Default.

Required Rating means a credit rating of at least A- by Standard and Poor's (Australia) Pty Limited or A3 by Moody's Investor Service, Inc (or such other credit rating as the Principal may approve in writing from time to time) or, if no rating is provided by Standard and Poor's (Australia) Pty Limited or by Moody's Investor Services, Inc, an equivalent rating with another reputable rating agency.

Resolution Institute means the Resolution Institute Australia.

Residual Lot has the meaning given to that term in section 1.2(g) of the Subdivision Principles.

Residual Stage 1 Lot has the meaning given to that term in section 1.2(h) of the Subdivision Principles.

Retail Activation Plan means the Project Plan of that name, as updated from time to time in accordance with clause 7.

Retail Lease means each of the long term leases over the Retail Lots granted by the Principal to the relevant Retail Lessee in accordance with the relevant Call Option Deed, and in the form attached to the relevant Call Option Deed.

Retail Lease Grant Date means the date which is the later of:

- (a) the day after the Date of Construction Completion of the last Portion to achieve Construction Completion; and
- (b) the date on which the Subdivision Plan is registered in accordance with clause 31 creating Retail Lot North and Retail Lot South.

Retail Lessee means:

(c) with respect to the Retail Lot North, the Retail (North) Lessee; and

(d) with respect to the Retail Lot South, the Retail (South) Lessee.

Retail Lot means each of Retail Lot North and Retail Lot South.

Retail Lot North means the stratum lot shown as Lot 1 in the Draft Subdivision Plan which will be created by way of subdivision pursuant to clause 31.

Retail (North) Lessee means Skylight RN Pty Limited as trustee for the Skylight Retail North Sub Trust ABN 75 181 954 053.

Retail Lot South means the stratum lot shown as Lot 6 in the Draft Subdivision Plan which will be created by way of subdivision pursuant to clause 31.

Retail (South) Lessee means Skylight RS Pty Limited as trustee for the Skylight Retail South Sub Trust ABN 11 453 957 225.

Retail Sublease has the same meaning as "Sublease" as defined in clause 1.1 of each of the Retail Leases.

Retail Works means the physical works which Macquarie must design, construct and complete within the Retail Lots and which are required to deliver an operating Martin Place Metro Station, as further described in section 2.2.3 of the SWTC (and including, to the extent relevant to such works, Variations directed or approved in accordance with this deed) and Appendix 4 to the SWTC.

Revised Design Stage 1 means the Design Stage 1 documents and deliverables referred to in Schedule C3 prepared by Macquarie updated for design developments for the Project Works, including to incorporate any comments from CCB2 but excluding any design development associated with the Pending Changes.

Risk Management Plan means the Project Plan of that name, as updated from time to time in accordance with clause 7.

Risk Register means a register of risks of which Macquarie has notified to the Principal in accordance with clause 47.3.

Safety Management System has the meaning given to that term in the Rail Safety National Law.



SDD Program means the program for Macquarie's Activities, as updated from time to time in accordance with clause 23.4(b)(ii).

Section 88B Instrument means the document in the form of the Draft Section 88B Instrument and otherwise in a form acceptable to the Principal and Macquarie (each acting reasonably).

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.

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).

Service Works means the construction, modification, or relocation of Services to be designed and constructed by Macquarie and handed over to the Principal, an Authority or any other person in accordance with this deed including any such works specified in the SWTC (and including, to the extent relevant to such works, Variations directed or approved in accordance with this deed) but excluding the construction of any Services that will form part of Martin Place Metro Station.

Shared Amount means [REDACTED]

Shared Facilities means a Service, facility or other infrastructure which services more than one stratum lot in the Subdivision Plan.

Significant Subcontractor means a party (other than Macquarie) to a Significant Subcontract.

Significant Subcontract means:

- (a) the D&C Contract;
- (b) each contract for the provision of any "Significant Subcontract Work" listed in Schedule A5;
- (c) each contract with the Lifts and Escalators Contractor;
- (d) each contract entered into by Macquarie, DevCo or the D&C Contractor in connection with Macquarie's Activities with a contract value of greater than [REDACTED] (excluding any contract with a Sub-Tenant and any contract for fit out purposes); and
- (e) any other contract that the parties agree from time to time is a Significant Subcontract.

Site Access Date means, in respect of a part of the Principal Construction Site, the date specified as a "Site Access Date" for that part of the Principal Construction Site in the Site Access Schedule.

Site Access Expiry Date means, in respect of part of the Principal Construction Site, the date specified as the "Site Access Expiry Date" for that part of the Principal Construction Site in the Site Access Schedule, as may be extended in accordance with this deed.

Site Access Schedule means Annexure D.

Site Conditions are any physical conditions and characteristics of, on, above, below or over the surface, or in the vicinity, of the Construction Site and any Extra Land or their 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) all improvements, including any artificial things, foundations, retaining walls and other structures installed by or on behalf of the Principal or others;
- (d) surface water, ground water, ground water hydrology and the effects of any dewatering;
- (e) any Contamination, Hazardous Chemical or other spoil or waste;
- (f) topography of the Construction Site and any Extra Land, ground surface conditions and geology, including rock and sub-surface conditions or other materials encountered at the Construction Site or Extra Land;
- (g) geological, geotechnical and subsurface conditions or characteristics;
- (h) any underground strata;
- (i) all Services, systems and facilities, above or below ground level and all facilities with which such Services and systems are connected;
- (j) 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;
- (k) any adjoining property; and
- (l) any latent conditions.

SMPCH&SS means the Sydney Metro Principal Contractor Health & Safety Standard.

SOP Act means the *Building and Construction Industry Security of Payment Act 1999* (NSW).

South Tower Lot has the meaning given to it in the OSD PDA.

Stage 1 Subdivision Documents has the meaning given to that term in clause 31.8(a).

Stage 1 Subdivision Proposal has the meaning given to that term in clause 31.8(a).

Stage 2 Consent has the meaning given to it in the OSD PDA.

State means the Crown in right of the State of New South Wales.

State Indemnified Party has the meaning given to that term in clause 42.1.

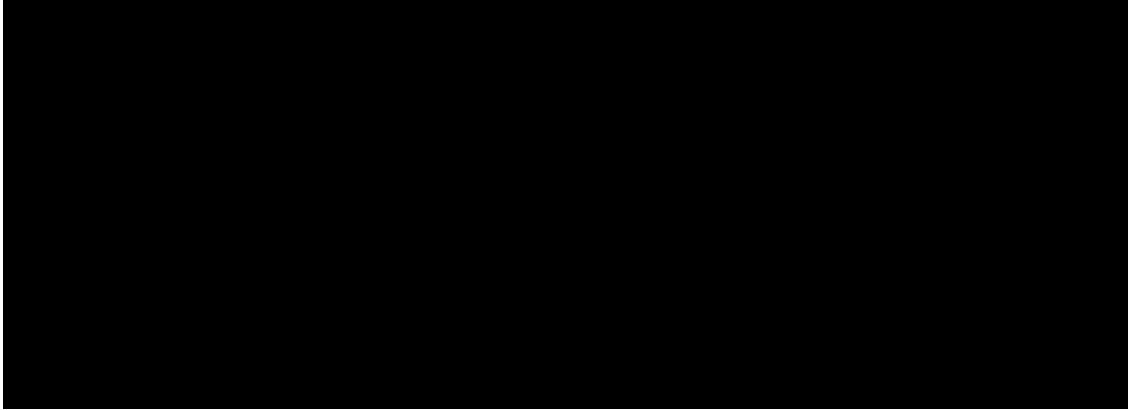
Station Works means the physical works which Macquarie must design, construct and complete within the Martin Place Metro Station Lot and the RailCorp Lot and which are required to deliver an operating Martin Place Metro Station, as further described in section 2.2.2 of the SWTC and Schedule A21 (and including, to the extent relevant to such works, Variations directed or approved in accordance with this deed).

Station Works D&C Cost Estimate means [REDACTED]

Station Works D&C Savings means the greater of:

- (a) the amount equal to the Station Works D&C Cost Estimate minus the Station Works D&C Sum; and
- (b) zero.

Station Works D&C Sum means the total actual amount incurred or payable by Macquarie in the design and construction of the Project Works and Temporary Works and excluding any costs associated with:



Station Works Portion means any Portion comprising part of the Station Works.

Step-in Event has the meaning given to that term in clause 44.1.

Step-in Party means an agent, attorney or nominee of the Principal, and may be more than one person appointed to act jointly.

Step-in Powers has the meaning given to that term in clause 44.3.

Step-in Rights has the meaning given to that term in clause 44.2(a).

Sub-SDD means the document titled "Martin Place Metro Station Project – Sub SDD" entered into between Macquarie and DevCo on or about the Commencement Date.

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 clauses 9.13, 20.16(b), 46.2, 46.3 and 48.1(c), any person who enters into a contract in connection with Macquarie's Activities with Macquarie or DevCo;
- (b) for the purposes of clauses 34.5(e) and 34.5(f), any person who enters into a contract in connection with Macquarie's Activities with Macquarie, DevCo or the D&C Contractor or any subcontractor who enters into a contract with the D&C Contractor (or any subcontractor appointed by that subcontractor); and
- (c) otherwise, any person who enters into a contract in connection with Macquarie's Activities with Macquarie or DevCo or whose subcontract is in connection with Macquarie's Activities and is in a chain of contracts where the ultimate contract is with Macquarie or DevCo.

Subdivide and **Subdivision** means a subdivision, consolidation or dedication of land (or to create the land) under the Subdivision Legislation.

Subdivision Certificate means a certificate referred to in section 6.15 of the EP&A Act.

Subdivision Document means any of the management statement, development contract, by-laws, or an instrument creating easements, covenants or restrictions under the Subdivision Legislation, including:

- (a) the Draft Subdivision Plan;
- (b) the Draft Section 88B Instrument;
- (c) the Draft BMS; and
- (d) Concourse Link Easement,

as updated in accordance with clause 31.

Subdivision Land means those parts of the Principal's Land and Macquarie Land which will be Subdivided to create each of the following:

- (a) Martin Place Metro Station Lot;
- (b) North Tower Lot;
- (c) South Tower Lot;
- (d) Retail Lot North;
- (e) Retail Lot South; and
- (f) 50 Martin Place Ancillary Amenities Lot.

Subdivision Legislation means any of the *Conveyancing Act 1919* (NSW), *Real Property Act 1900* (NSW), *Community Land Development Act 1989* (NSW), *Strata Schemes Development Act 2015* (NSW), *Strata Schemes Management Act 2015* (NSW), the *Roads Act 1993* (NSW) or the EP&A Act.

Subdivision Plan means a plan prepared by the Surveyor on behalf of Macquarie in accordance with clause 31, including a Subdivision Certificate (where applicable).

Subdivision Principles means the principles set out in Schedule D5.

Subdivision Proposal means a proposal by Macquarie in respect of the Subdivision of the Subdivision Land which must:

- (a) outline and provide reasonable details of the proposed number and configuration of the stratum lots which will comprise the Martin Place Station Lot, the Retail Lots, the Development Lots and the Residual Lot (if any); and
- (b) attach:
 - (i) the proposed Subdivision Plan;
 - (ii) full copies of all proposed Subdivision Documents that Macquarie intends to be registered together with the Subdivision Plan which must include the Building Management Statement (including all annexures and schedules) in unamended form or amended only with the prior written approval of the Principal and the Section 88B Instrument in the form which has been approved by the Principal in writing; and

- (iii) a certificate from the Surveyor addressed to the Principal confirming that the above documents accord with the Project Planning Approval, Stage 2 Consent and the Subdivision Principles.

Sub-Tenant has the meaning given to that term in the Retail Lease.

Suggested Modification has the meaning given to that term in clause 35.2(c)(ix).

Surveyor means a surveyor who is a member of the Association of Consulting Surveyors NSW Inc having at least 5 years' experience in surveying premises of the same type as the integrated Martin Place Metro Station and Over Station Development.

Sustainability Management Plan means the Project Plan of that name, as updated from time to time in accordance with clause 7.

SWTC means the Scope of Work and Technical Criteria contained in Schedule C1.

SWTC Reliance Provisions means the sections of the SWTC referred to in Schedule A13.

Sydney Metro Australian Industry Participation Plan means the "Australian Industry Participation Plan" (as defined in the *Australian Jobs Act 2013* (Cth)) developed for Sydney Metro City & Southwest, as amended from time to time.

Sydney Metro City & Southwest means the railway line from Bankstown to Chatswood, 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 the Sydney Metro Northwest to form a single end to end metro system from Cudgong Road to Bankstown.

Sydney Metro Northwest means the railway line from Chatswood to Cudgong 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)" in Appendix 57 to the SWTC, as amended from time to time.

Sydney Metro Programming Protocol means the document titled "Sydney Metro Basis of Schedule and Management Procedure" referred to in Appendix 57 to the SWTC.

Sydney Trains means Sydney Trains, the body corporate constituted by Part 2A of the *Transport Administration (General) Regulations 2005* (NSW).

Sydney Trains' Facilities has the meaning given to that term in the Sydney Trains Transition Agreement.

Sydney Trains Interface Works means the "Sydney Metro Works" and "Sydney Trains Works" as those terms are defined in the Sydney Trains Transition Agreement.

Sydney Trains Transition Agreement has the meaning given to that term in Schedule D4.

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.

Technical Management Plan means the Project Plan of that name, as updated from time to time in accordance with clause 7.

Temporary Works means any temporary physical works required for the purpose of performing Macquarie's Activities (and including, to the extent relevant to such works, Variations directed or approved in accordance with this deed).

Termination Payment has the meaning given to that term in the Termination Payment Schedule.

Termination Payment Schedule means Schedule E7.

Test means

- (a) a test required by Appendix 56 to the SWTC or the Testing and Commissioning Plan; and
- (b) an additional test which Macquarie is directed to carry out under clause 26.8(a).

Testing means the carrying out of the Tests.

Testing and Commissioning Plan means the Project Plan of that name, as updated from time to time in accordance with clause 7.

Test Procedure means a detailed procedure for the conduct of a Test.

Test Program has the meaning given to that term in clause 26.3(d)(i).

Test Report means a report on the conduct of a Test, including supporting documentation.

Third Party Agreement means:

- (a) an agreement set out in Annexure E which has been entered into by the Principal prior to the Commencement Date;
- (b) any Draft Third Party Agreement set out in Annexure E; or
- (c) Additional Third Party Agreement entered into by the Principal on or after the Commencement Date,

in relation to the Sydney Metro City & Southwest and the Project Works.

Third Party Agreement Design Documentation means any Design Documentation that is required to be submitted under or in connection with any Third Party Agreement.

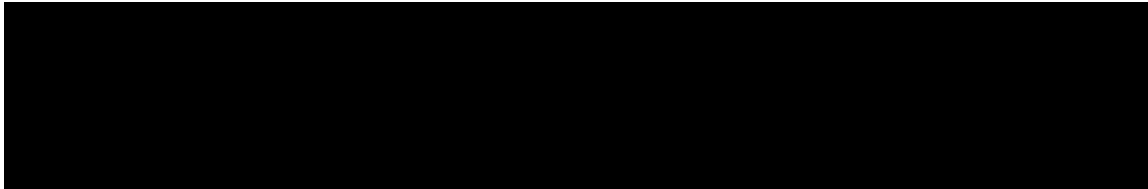
Third Party Interface Works means those elements of the Project Works which require consent under any Third Party Agreement.

Third Party Works means Local Area Works, Property Works and Service Works.

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).

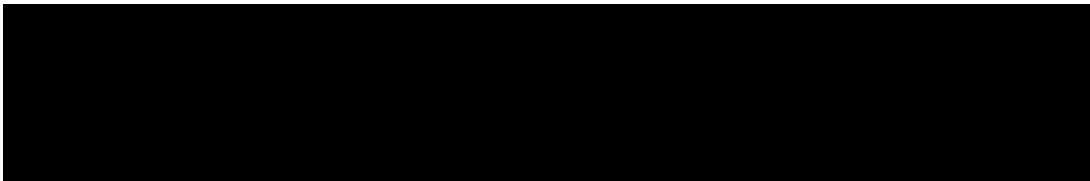
Threatened Species Claim means a claim made or legal proceedings commenced in connection with the existence of a Threatened Species.



Total Cost means the aggregate of:

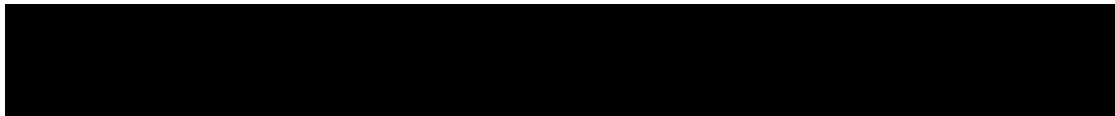
- (a) the Variation Costs (excluding paragraph (d) of the definition of Variation Cost); and
- (b) the "Variation Costs" (as that term is defined in the OSD PDA, excluding paragraph (a)(iv) of the definition of "Variation Cost" as that term is defined in the OSD PDA),

agreed or determined to be payable pursuant to clauses 35 and 37 and clauses 26 and 28 of the OSD PDA (as applicable) in relation to all Pending Changes (excluding the Optional Pending Change to the extent it is the subject of a notice issued pursuant to clause 35.17(b)).



Total Project Sum means an amount equal to the contract sum under the D&C Contract.

Total Project Sum for Bank Guarantees means 



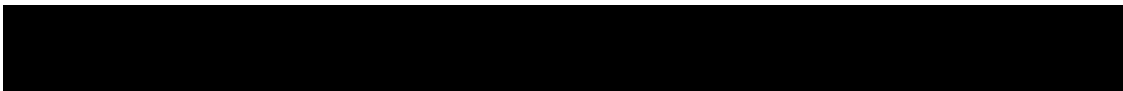
Trains and Systems Integrator has the meaning given to the defined term "Integrator" in the OTS2 Project Deed.

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 ABN 18 804 239 602, a NSW Government agency constituted by section 3C of the Transport Administration Act.

Treasurer means the Treasurer of the Commonwealth of Australia.



TSE Adjustment Works means a TSE Works Change as described in Schedule A16.

TSE Adjustment Works Price means the agreed cost of the TSE Adjustment Works payable by the Principal to the TSE Contractor.

TSE Construction Completion has the meaning given to the term "Construction Completion" in the TSE Contract with respect to the TSE Works.

TSE Contract means the redacted copy of the contract between TfNSW and the TSE Contractor to carry out the TSE Works annexed as Annexure F, which was vested in Sydney Metro on 1 July 2018.

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.

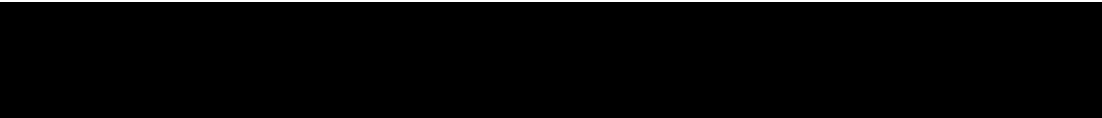
TSE Contractor's Activities has the meaning given to that term in the TSE Contract.

TSE Cooperation and Integration Deed means a deed to be entered into between the Principal, Macquarie and the TSE Contractor substantially in the form of Schedule A7.

TSE Date for Construction Completion has the meaning given to the term "Date for Construction Completion" under the TSE Contract with respect to the TSE Works.

TSE Date of Construction Completion means, in respect of the TSE Works:


- (a) the date notified by the TSE Independent Certifier as the date TSE Construction Completion was achieved; or
- (b) where another date is determined in accordance with the dispute resolution procedures under the TSE Contract as the date upon which TSE Construction Completion was achieved, that date.



TSE Defect means:

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

which is not in accordance with the requirements of the TSE Contract,

including a Major TSE Defect, but does not include any 

TSE Independent Certifier means APP Corporation Pty Limited ABN 29 003 764 770 or such other person(s) as may be engaged by the Principal and the TSE Contractor in accordance with the TSE Independent Certifier Deed.

TSE Independent Certifier Deed means the deed so entitled entered into between the TSE Contractor, TfNSW and the TSE Independent Certifier, which was vested in the Principal on 1 July 2018.

TSE Known Defect means a TSE Defect which is listed in a TSE Notice of Construction Completion.

TSE Minor Defect has the meaning given to the term "Minor Defect" in the TSE Contract.

TSE Notice of Construction Completion has the meaning given to the term "Notice of Construction Completion" in the TSE Contract.

TSE Portion has the meaning given to the term "Portion" in the TSE Deed.

TSE Project Contract Sum has the meaning given to the term "Project Contract Sum" in the TSE Contract.

TSE Services has the meaning given to it in clause 9.16(d)(i).

TSE Site means the "Construction Site" (as defined in the TSE Contract), to the extent that that "Construction Site" forms part of the Principal Construction Site.

TSE Transitional Handover Services has the meaning given to the term "Transitional Handover Services" in the TSE Contract.

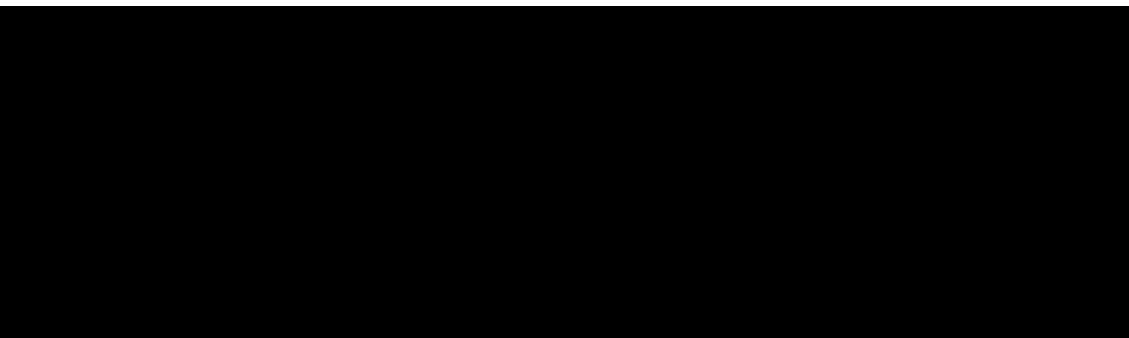
TSE Works means the physical works to be designed, constructed and completed by the TSE Contractor within "Portion 6A", "Portion 6B" and "Portion 6C" and, in relation to the platform caverns for Martin Place Metro Station, "Portion 7" of the TSE Contract, as adjusted by the TSE Adjustment Works.

TSE Works Asset Management Information means any "Asset Management Information" (as defined in the TSE Contract), including any draft "Asset Management Information" submitted to TfNSW or the Principal by the TSE Contractor under the TSE Contract, to the extent that "Asset Management Information" or draft "Asset Management Information" relates to the TSE Works.

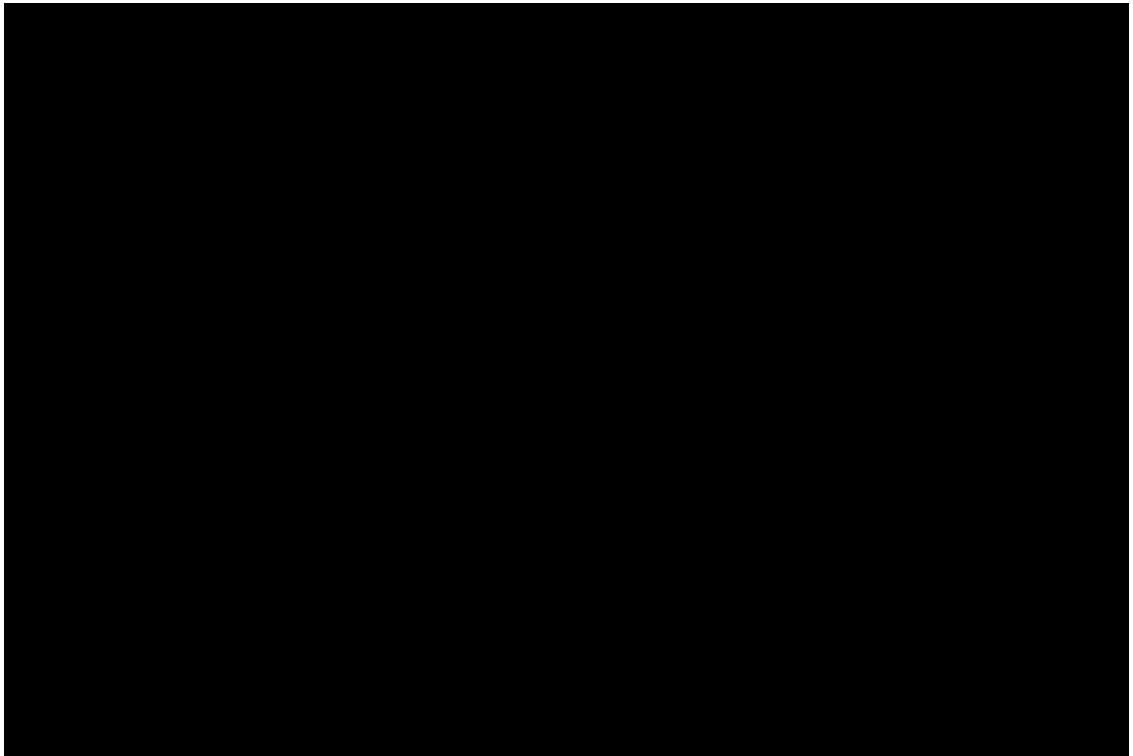
TSE Works Change means the TSE Adjustment Works and any change or variation to the TSE Works after the Commencement Date including any addition, reduction, increase, decrease, omission, deletion, demolition or removal to or from them, or any change or variation to the dimensions of the TSE Works, but not including any change or variation that the TSE Contractor is entitled to make to the design of the TSE Works under the TSE Contract without the Principal's consent where, following any such change or variation, the TSE Works will continue to comply with the requirements of the TSE Contract.

TSE Works O&M Manuals means the operation and maintenance manuals forming part of the TSE Works Asset Management Information certified by the TSE Independent Certifier under the TSE Contract.

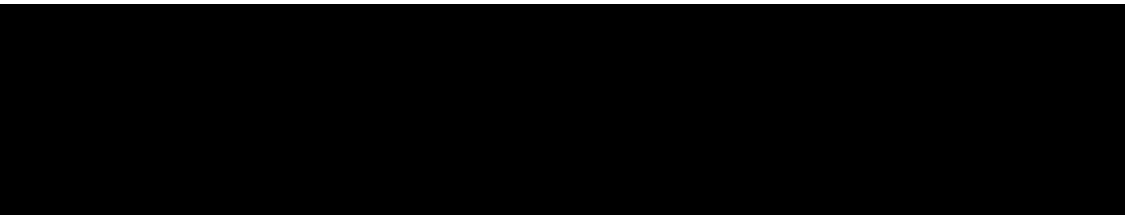
Type 1 Pending Change means each of the following new scope items which is additional to the Project Works and OSD Works as at the Commencement Date as set out in section 1 of Schedule A22:



Type 2 Pending Change means each of the following proposed variations to the Project Works and OSD Works as set out in section 2 of Schedule A22:



Unowned Parcels means a parcel of land and property of which the State is not the registered proprietor, lessee or licensee and in relation to which, or upon which, Property Works are to be undertaken.



Updated Stage 2 DA Design Docs has the meaning given in the OSD PDA.

Urgent Defect means, with respect to a Portion, a Defect in that Portion which poses an actual or potential risk:

- (a) to the health or safety of any person; or
- (b) of loss of or damage to property.

Variation means any change to the requirements of this deed for the Project Works, Temporary Works or Macquarie's Activities, including:

- (a) any addition, reduction, increase to, decrease, omission or deletion from the Project Works, Temporary Works or Macquarie's Activities;
- (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 Project Works;
- (d) any acceleration or change to the sequencing, method or timing of construction of Macquarie's Activities; and

- (e) changes to the Principal Construction Site (other than in accordance with clause 17.4).

Variation Approval means a notice titled "Variation Approval" issued by the Principal under clause 36.2(a)(ii)(A).

Variation Cost means, to the extent a Variation increases the cost of the Project Works, the Temporary Works or Macquarie's Activities, or where Variation Costs are payable under clause 23.11(f), the following amounts:

- (a) the direct costs and on-site overheads and the cost of Construction Materials, reasonably arising out of or in connection with the Variation (including any increased construction costs) to the extent those costs are reasonable and incurred on an arm's length basis;
- (b) with respect to the D&C Contractor:
 - (i) a reasonable amount on account of the off-site overheads and preliminaries (including administration costs, site supervision, establishment costs, attendance and insurance costs) of the D&C Contractor; and
 - (ii) an amount on account of the profit margin of the D&C Contractor (which must be equal to the D&C Margin),

not including an amount on account of the off-site overheads, preliminaries and profit margin of Macquarie;

- (c) a reasonable amount on account for additional third party, arm's length costs incurred by Macquarie but excluding any finance costs and any amount on account of the off-site overheads, preliminaries and profit margin of Macquarie;
- (d) if the Variation will delay Macquarie in carrying out Macquarie's Activities, the net incremental costs of Macquarie and the D&C Contractor that are directly attributable to the delay caused by the Variation, excluding any direct costs saved or which will be saved or which ought reasonably to have been saved in connection with the delay; and
- (e) without limiting paragraphs (a) to (c) (inclusive) of this definition, in the case of clause 23.11(f), or where the Variation requires Macquarie to accelerate the Project Works, Temporary Works or Macquarie's Activities to achieve Milestone Achievement by the Date for Milestone Achievement, Construction Completion by the Date for Construction Completion and/or Completion by the Date for Completion, the reasonable direct costs incurred by Macquarie and the D&C Contractor in accelerating the Project Works, Temporary Works or Macquarie's Activities,

after deducting any Variation Savings arising from the Variation.

Variation Impact Proposal means a proposal issued by Macquarie under clause 35.2.

Variation Impact Request means a notice titled "Variation Impact Request" issued by the Principal under clause 35.1.

Variation Order means a notice titled "Variation Order" issued by the Principal under clause 35.

Variation Savings means:

- (a) the savings in the cost of designing and constructing the Project Works arising out of or in connection with the Variation (including any savings in relation to construction costs and associated on-site overheads); and
- (b) with respect to the D&C Contractor:
 - (i) a reasonable amount on account of savings in the off-site overheads of the D&C Contractor; and
 - (ii) an amount on account of the profit margin of the D&C Contractor (which must be equal to the D&C Margin),

not including an amount on account of the off-site overheads and profit margin of Macquarie.

WHS Accreditation Scheme means the Australian Government Building and Construction WHS Accreditation Scheme established by the *Fair Work (Building Industry) Act 2012* (Cth), or any scheme replacing it.

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 Project 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.

Witness Point means a point in a work process for which Macquarie must give prior notice to the Principal's Representative to allow the Principal's Representative to attend and witness the point in the work process should it choose to do so.

Works means the physical works which Macquarie must design, construct, complete and hand over to the Principal in accordance with this deed (including, to the extent relevant to such works, Variations directed in accordance with this deed) but excludes the Third Party Works and the Temporary Works.

Working Group means each working group established pursuant to clause 4.7.

Workforce Development and Industry Participation Plan means the Project Plan of that name, as updated from time to time in accordance with clause 7.

Workplace Relations Management Plan means the Project Plan of that name, as updated from time to time in accordance with clause 7.

1.2 Interpretation

In this deed:

- (a) headings and subheadings are for convenience only and do not affect interpretation of this deed;

and the following rules apply in interpreting this deed unless the context makes it clear that a rule is not intended to apply:

- (b) 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;
- (c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (d) a reference to a person, entity or contractor includes that person, entity or contractor's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a group of persons is a reference to any two or more of them jointly and to each of them individually;
- (f) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (g) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (h) a reference to a document, contract or agreement is to that document, contract or agreement as varied, novated, ratified or replaced from time to time;
- (i) 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 object as that Authority, institute, association or body;
- (j) 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;
- (k) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (l) a reference to:
 - (i) a part, schedule, exhibit, attachment or annexure is a reference to a part, schedule, exhibit, attachment or annexure to or of this deed;
 - (ii) this deed includes all schedules, exhibits, attachments and annexures to it, including the SWTC; and
 - (iii) the SWTC includes all Appendices to the SWTC;

- (m) any reference to the Project Works or any part of them being capable of remaining at all relevant times fit for their purposes or for their intended purpose, or to Macquarie being liable or responsible for a Defect after the Date of Construction Completion (in respect of Portion 1) or the Date of Completion (in respect of any Portion other than Portion 1), will be read as being subject to the Principal, the Operator and their respective Associates operating and maintaining the relevant Project Works in accordance with the operation and maintenance manuals forming part of the Asset Management Information (as described in section 8A of the SWTC);
- (n) a reference in:
 - (i) this deed to a clause is a reference to a clause of this deed; and
 - (ii) a schedule, exhibit, attachment, annexure or appendix to a clause, paragraph or annexure, is a reference to a clause, paragraph or annexure of that schedule, exhibit, attachment, annexure or appendix;
- (o) any reference to:
 - (i) the Project Works, the Temporary Works or any aspect of the Project;
 - (ii) Macquarie's Activities;
 - (iii) the SWTC;
 - (iv) design and related documentation (including Design Documentation and Project Documentation); or
 - (v) any other document or thing,
 or any part of any of them:
 - (vi) being or remaining fit for its purpose or for its intended purpose; or
 - (vii) as having an intended use,
 (or any similar reference) will be read as referring to the purpose, intended purpose or intended use prior to and at the Date of Construction Completion (in respect of Portion 1) or prior to and at the Date of Completion (in respect of any Portion other than Portion 1), having regard to:
 - (viii) the Principal's intention that the Project Works and Martin Place Metro Station will be used as an integral part of an operating and integrated rail system intended to provide frequent high speed mass transit services between Chatswood and Bankstown, and may:
 - (A) be required to accommodate and utilise various rolling stock, railway track, rail systems and related equipment;
 - (B) be subject to continuous operation;
 - (C) be operated by either the State of New South Wales or by private operator(s) on its behalf;
 - (D) be further developed, upgraded, augmented, extended and expanded to the extent referred to in this deed;

- (E) be connected to and/or integrated with other transport infrastructure to the extent referred to in this deed; and
- (F) involve future construction and development of building, over station developments and/or other infrastructure (including the OSD) on, over, under or adjacent to the Project Works and Martin Place Metro Station to the extent referred to in this deed; and
- (ix) any purpose, intended purpose or intended use stated in, contemplated by or reasonably ascertainable from:
 - (A) this deed, including:
 - (aa) the SWTC Reliance Provisions and the [REDACTED] and [REDACTED]
 - (bb) the requirement that the Project Works, when completed, and Martin Place Metro Station will be designed and constructed in compliance with all health and safety requirements of the WHS Legislation; or
 - (B) (to the extent relevant for determining the purpose, intended purpose or intended use in connection with a Variation) any document provided by the Principal to Macquarie specifically in connection with the Variation (excluding any Information Documents);
- (p) 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;
- (q) **includes** in any form is not a word of limitation;
- (r) a reference to **\$** or **dollar** is to Australian currency;
- (s) a reference to **construction** includes development, manufacture, supply, installation, integration, testing and commissioning;
- (t) 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;
- (u) any obligation of Macquarie under this deed with respect to a **Project Plan** will be read as an obligation with respect to the version of the relevant Project Plan last submitted by Macquarie to the Principal's Representative under clause 7, in respect of which the Principal's Representative has not rejected within the review period specified in this deed;
- (v) 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;
- (w) 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;
- (x) words and terms defined in the GST Law have the same meaning in clauses concerning GST;

- (y) 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;
- (z) 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;
- (aa) a time of day is a reference to Sydney time; and
- (bb) any obligation of Macquarie under this deed to mitigate will be read as an obligation to mitigate having regard to Macquarie's obligations under this deed.

1.3 Resolution of ambiguities

- (a) The following order of precedence applies in the event of any ambiguity, discrepancy or inconsistency in, or between, the documents comprising this deed:
 - (i) if the ambiguity, discrepancy or inconsistency is in or between the documents comprising this deed, the documents will be given precedence in accordance with the following:
 - (A) this deed (excluding the schedules and annexures to this deed); and
 - (B) the schedules and annexures to this deed;
 - (ii) to the extent clause 1.3(a)(i) does not apply to or resolve the ambiguity, discrepancy or inconsistency and the ambiguity, discrepancy or inconsistency is between different codes, standards, specifications or guidelines with which Macquarie must comply, the order of precedence set out in section 3.2.2 of the SWTC will apply;
 - (iii) to the extent clauses 1.3(a)(i) and (ii) do not apply to or resolve the ambiguity, discrepancy or inconsistency and the ambiguity, discrepancy or inconsistency is between different requirements of the SWTC, the order of precedence set out in section 3.2.2 of the SWTC will apply;
 - (iv) to the extent clauses 1.3(a)(i) to (iii) (inclusive) do not apply to or resolve the ambiguity, discrepancy or inconsistency and the ambiguity, discrepancy or inconsistency is between the SWTC and the Environmental Documents, the document which prescribes or requires the highest standard of compliance consistent with complying with all Approvals will take precedence (unless the Principal's Representative directs otherwise);
 - (v) to the extent clauses 1.3(a)(i) to (iv) (inclusive) do not apply to or resolve the ambiguity, discrepancy or inconsistency and the ambiguity, discrepancy or inconsistency is in or between the documents comprising the Environmental Documents, the order of precedence in Schedule D2 will apply;
 - (vi) to the extent clauses 1.3(a)(i) to 1.3(a)(v) (inclusive) do not apply or resolve the ambiguity, discrepancy or inconsistency and the ambiguity, discrepancy or inconsistency relates to the required quality or standard of the Project Works or Macquarie's Activities, Macquarie must comply with the highest quality or standard specified or perform the more onerous obligation; and

- (vii) to the extent clauses 1.3(a)(i) to (vi) (inclusive) do not apply or resolve the ambiguity, discrepancy or inconsistency and the ambiguity, discrepancy, or inconsistency is between figured and scaled dimensions, figured dimensions will prevail over the scaled dimensions.
- (b) The documents comprising this deed (including the SWTC and the Environmental Documents) 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.
- (c) If an ambiguity, discrepancy or inconsistency is discovered by Macquarie, Macquarie must notify the Principal within 5 Business Days after such discovery.
- (d) The Principal's Representative must, within 10 Business Days after receipt of a notice under clause 1.3(c), instruct Macquarie as to the interpretation to be followed so as to resolve the ambiguity, discrepancy or inconsistency in accordance with the rules set out in this clause 1.3.

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 is to be done under this deed is not a Business Day, that thing must be done no later than the next Business Day.

1.6 **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.

1.7 **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 (including the SOP Act), 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 1.7(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.

1.8 Authorities

- (a) The Principal Project 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) Without limiting clause 1.8(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 for the purposes of this deed (including a breach of contract) and will not entitle Macquarie to make any Claim against the Principal.
- (c) Clauses 1.8(a) and (b) do not limit any liability which the Principal would have had to Macquarie under this deed as a result of a breach by the Principal of a term of this deed but for clauses 1.8(a) and (b).
- (d) Macquarie acknowledges that:
 - (i) there are many Authorities (other than the Principal) with jurisdiction over aspects of Macquarie's Activities, parts of the Construction Site and other areas affected by Macquarie's Activities (including Extra Land);
 - (ii) such Authorities may from time to time exercise their statutory functions and powers in such a way as to disrupt, interfere with or otherwise affect Macquarie's Activities or the Project generally; and
 - (iii) except to the extent expressly stated otherwise in a Project Document, Macquarie bears the risk of all occurrences of the kind referred to in this clause 1.8(d) and will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with such occurrences.

1.9 Best or reasonable endeavours

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

- (a) unless otherwise expressly stated in this deed, 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) unless otherwise expressly stated in this deed, the Principal is not obliged to expend any money or make any payment to Macquarie or any other parties;
- (c) the Principal cannot ensure the relevant outcome; and
- (d) the Principal, by undertaking to exercise best or reasonable endeavours, 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 Project 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 Project Documents;
- (iv) procure legislation in the future in a manner that is only consistent with the objectives and expected outcomes of the Project Documents; or
- (v) act in any other way that the Principal regards as not in the public interest.

1.10 **Macquarie's Associates**

If this deed prohibits Macquarie from doing a thing, then Macquarie must:

- (a) do everything reasonably necessary to ensure that Macquarie's Associates do not do that thing; and
- (b) not authorise or cause any person to do that thing.

1.11 **Electronic files**

Where this deed (including the SWTC) 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.

1.12 **Sydney Metro Northwest Augmentation**

- (a) The parties acknowledge that:
 - (i) TfNSW and NRT are parties to the OTS Project Deed under which NRT must undertake the OTS Project Works and subsequently operate and maintain Sydney Metro Northwest;
 - (ii) the OTS Project Deed contains provisions pursuant to which TfNSW and NRT may seek to negotiate and agree an augmentation which includes the OTS2 Project Works and the subsequent operation and maintenance of the combined Sydney Metro City & Southwest extension and Sydney Metro Northwest (**Sydney Metro Northwest Augmentation**); and
 - (iii) the Principal and NRT are currently negotiating a Sydney Metro Northwest Augmentation.
- (b) The Principal must promptly notify Macquarie in writing of the outcome of any negotiations in relation to any Sydney Metro Northwest Augmentation.
- (c) If the Principal and NRT do not agree to a Sydney Metro Northwest Augmentation, the Principal may procure the delivery of the OTS2 Project Works by alternative means and engage an alternate Operator to operate the combined Sydney Metro City & Southwest extension and Sydney Metro Northwest. This deed therefore contemplates that:
 - (i) the OTS2 Project Works may be carried out by NRT or an alternate Operator; and
 - (ii) the operation and maintenance of the combined Sydney Metro City & Southwest extension and Sydney Metro Northwest may be carried out by NRT or an alternate Operator.

2. **CONDITIONS PRECEDENT**

2.1 **Conditions Precedent**

This deed will not commence unless and until each of the Conditions Precedent has been satisfied (or waived under clause 2.3), except for the provisions contained in the Day 1 Clauses, which will commence on the Commencement Date.

2.2 **Satisfaction of Conditions Precedent**

- (a) The Principal must use all reasonable endeavours to satisfy each Condition Precedent which is expressed to be included for the benefit of Macquarie (or Macquarie and the Principal) by the Condition Precedent Deadline Date.
- (b) Macquarie must use all reasonable endeavours to satisfy each Condition Precedent which is expressed to be for the benefit of the Principal (or the Principal and Macquarie) by the Condition Precedent Deadline Date.
- (c) When a party is of the opinion that a Condition Precedent has been satisfied, it must promptly give the other party written notice of its opinion.
- (d) The party receiving a written notice given under clause 2.2(c) must, within 10 Business Days, notify the other party in writing whether or not it agrees that the Condition Precedent has been satisfied, such agreement not to be unreasonably withheld.
- (e) If the party receiving a notice given under clause 2.2(c) fails to give the other party a written notice under clause 2.2(d) within the 10 Business Day Period under clause 2.2(d), the Condition Precedent will be deemed to have been satisfied.
- (f) Upon the satisfaction (or waiver under clause 2.3) of all Conditions Precedent, the parties must promptly give each other a written notice acknowledging that Financial Close has occurred.

2.3 **Waiver of Conditions Precedent**

A Condition Precedent is waived if, and only if:

- (a) where the Condition Precedent is included for the benefit of a particular party, that party gives notice in writing of the waiver of the Condition Precedent to the other party; and
- (b) where the Condition Precedent is included for the benefit of both parties, both parties agree in writing to waive the Condition Precedent.

2.4 **Condition Precedent Deadline Dates**

- (a) If a Condition Precedent has not been satisfied (or waived under clause 2.3) by 11.59 pm on the Condition Precedent Deadline Date, then the party listed as the "Benefiting Party" in Schedule A1 in respect of that Condition Precedent (or, if both parties are the "Benefiting Party" in respect of that Condition Precedent, either party) may give notice in writing to the other party that it is terminating this deed if the Condition Precedent in question is not satisfied (or waived under clause 2.3) within the period specified in its notice (which must not be less than 5 Business Days).
- (b) If a party gives notice under clause 2.4(a) and the Condition Precedent in question is not satisfied (or waived under clause 2.3) within the period specified in that

notice (or such longer period as the parties may agree) then this deed will terminate upon the expiry of that period.

- (c) Subject to clause 45.10, if this deed is terminated pursuant to this clause 2.4 then:
 - (i) clause 2 of the Termination Payment Schedule will apply and no party will have any other Claim against any other party under or in respect of any Principal Project Document, except for any Claim arising from or in relation to a breach of any Day 1 Clause; and
 - (ii) the parties acknowledge that where an amount referred to in clause 2 of the Termination Payment Schedule has been paid under the OSD PDA, that payment is a payment in respect of the termination of both the OSD PDA and this deed and no further amount will be payable under this deed in respect of that amount.

3. OBJECTIVE AND RISKS

3.1 Objectives for Sydney Metro City & Southwest

- (a) The parties acknowledge that Martin Place Metro Station will form part of Sydney Metro City & Southwest and that the Principal's strategic objectives for Sydney Metro City & Southwest are to:
 - (i) improve the quality of the transport experience for Customers;
 - (ii) provide a transport system that is able to satisfy long-term demand;
 - (iii) grow public transport patronage and mode share;
 - (iv) support the global economic corridor;
 - (v) serve and stimulate urban development;
 - (vi) improve the resilience of the transport network;
 - (vii) improve the efficiency and cost effectiveness of the public transport system; and
 - (viii) implement a feasible solution recognising impacts, constraints and delivery risk.
- (b) Each party will, subject to and in accordance with this deed, perform its obligations under this deed having regard to the achievement of these objectives.

3.2 Project objectives

- (a) The Principal's objectives for the Project are:
 - (i) to complete Martin Place Metro 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;
 - (ii) to:
 - (A) ensure the Project Works and Temporary Works are safe and de-risked through innovation and expertise in planning, design and delivery methodologies;

- (B) deliver an excellent metro station that exceeds the expectations of Customers;
 - (C) demonstrate excellence in design and environmental sustainability;
 - (D) enhance connectivity around and through the Martin Place Metro Station precinct and optimise the quality of the public realm;
 - (E) deliver the Project Works and Temporary Works and perform Macquarie's Activities in a collaborative and cooperative manner, including by working closely with the Rail Contractors, to allow the timely and effective delivery of Martin Place Metro Station and OSD and opening of Sydney Metro City & Southwest;
 - (F) 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;
 - (G) maximise opportunities in relation to social sustainability, including workforce development and local procurement;
 - (H) 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 Project Works and Temporary Works and the performance of Macquarie's Activities;
 - (I) achieve a value-for-money outcome when viewed on the basis of effective risk management, certainty of delivery and whole-of-life cost;
 - (J) commence the Project Works in 2018 and hand over the completed Project Works (other than the Concourse Link Works) to the Principal in accordance with the requirements of this deed;
- (iii) to provide a Customer experience with:
- (A) a high quality Martin Place Metro Station as part of an integrated station and development which is safe, easy to use and highly accessible;
 - (B) high quality and reliable information, and intuitive and clear wayfinding and signage consistent with the TfNSW and the Principal's brands; and
 - (C) retailing and services as part of the integrated Martin Place Metro Station and integration with adjacent land uses;
 - (D) that Macquarie will engage with the community and implement proactive stakeholder and community liaison strategies to minimise disruption and develop community ownership of the integrated Martin Place Metro Station and OSD; and
- (iv) that Macquarie will deliver a sound financing strategy for Macquarie's Activities which provides value for money to the State.
- (b) Each party will, subject to and in accordance with this deed, perform its obligations under this deed, having regard to the achievement of these objectives.

3.3 Customer is at the centre

- (a) Macquarie acknowledges the Principal's vision statement, namely that "The Customer is at the centre of everything we do in transport".
- (b) Each party will, subject to and in accordance with this deed, perform its obligations under this deed, having regard to this vision statement.

3.4 Achievement of Project Values

The parties:

- (a) acknowledge that adherence to and upholding of the Project Values is of fundamental importance to the Principal; and
- (b) agree to:
 - (i) adhere to and uphold the Project Values; and
 - (ii) work collaboratively in a spirit of mutual trust and cooperation in the performance of their obligations under this deed.

3.5 Macquarie's primary obligations

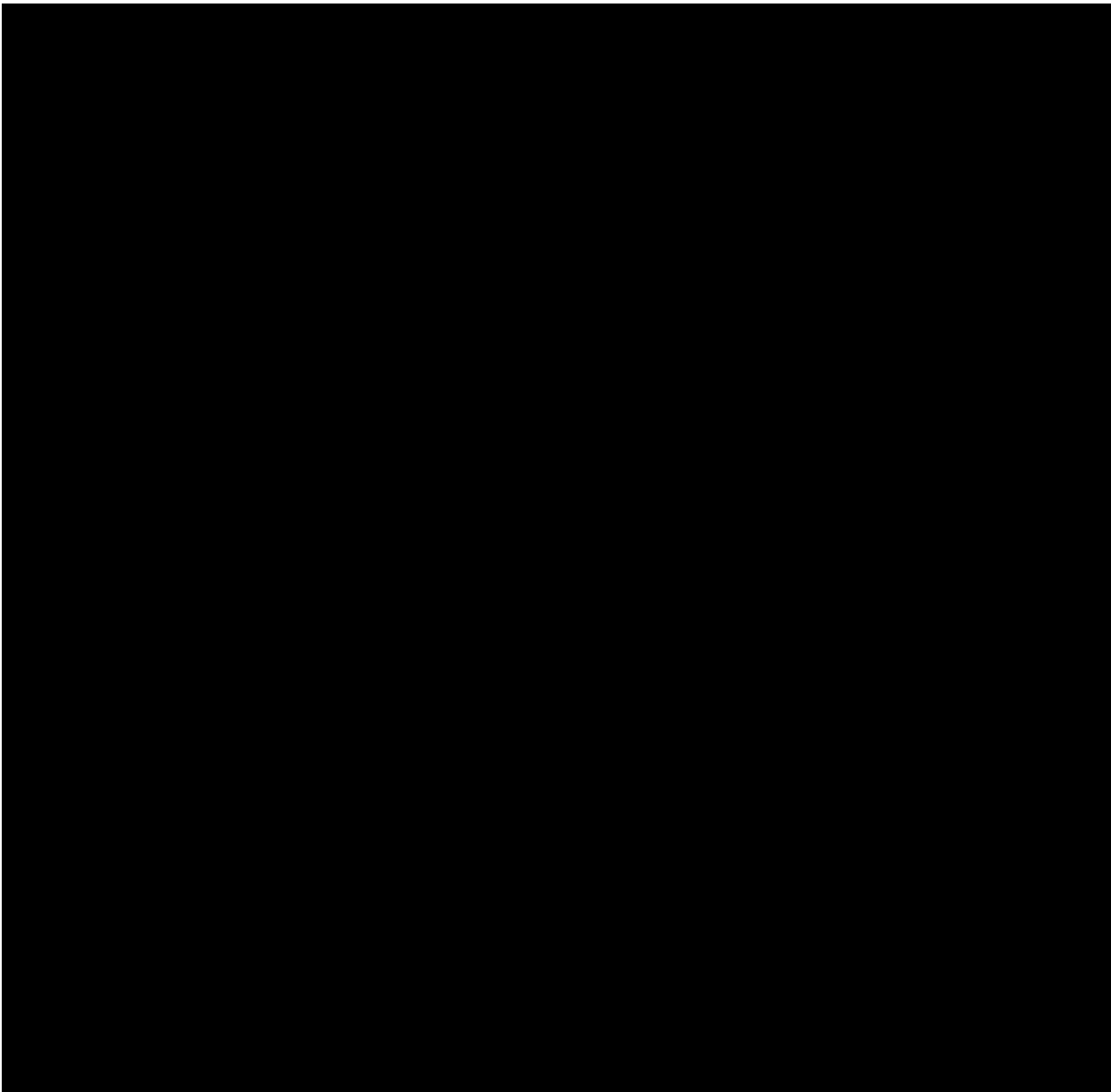
Without limiting Macquarie's obligations under this deed, Macquarie must:

- (a) finance, or procure the financing of Macquarie's Activities;
- (b) design and construct the Project Works and Temporary Works;
- (c) hand over the completed Project Works (other than the Concourse Link Works); and
- (d) pay the Macquarie Payment referred to in clause 33.1 to the Principal, subject to, and in accordance with, this deed.

3.6 Principal's primary obligations

Without limiting the Principal's obligations under this deed, the Principal must:

- (a) grant Macquarie the licence referred to in clause 17.2;
- (b) procure the design and construction of the TSE Works in accordance with the TSE Contract, as amended to reflect any Approved TSE Works Change and the TSE Adjustment Works; and
- (c) pay Core Payment 2 to Macquarie in accordance with clause 34, subject to, and in accordance with, this deed.



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

- (a) The Principal has various rights under the Project Documents which are designed to give the Principal the ability to monitor the performance of Macquarie's obligations. Those rights include:
 - (i) the right to review Project Plans, Design Documentation, the SDD Program, Progress Reports, Test Procedures, Test Reports and other documents which Macquarie must submit to the Principal (**Macquarie Submissions**);
 - (ii) rights to inspect, monitor or audit Macquarie's Activities; and
 - (iii) rights to attend Tests.
- (b) Neither the exercise of, nor the failure to exercise, such rights will:
 - (i) relieve Macquarie from, or alter or affect, Macquarie's liabilities, obligations or responsibilities whether under a Project Document or otherwise according to Law;

- (ii) prejudice or limit the Principal's rights against Macquarie whether under a Project Document or otherwise according to Law; or
 - (iii) without limiting clause 3.8(b)(ii), preclude the Principal from subsequently asserting that Macquarie has not fulfilled its obligations whether under a Project Document or otherwise according to Law.
- (c) Without limiting clause 3.8(b):
- (i) neither the Principal nor the Principal's Representative assumes or owes any duty of care to Macquarie to review, or if it does review, in reviewing, any Macquarie Submissions for errors, omissions or compliance with the Project Documents;
 - (ii) no review of, comments on, or notice in respect of, or any failure to review, comment on or give any notice in respect of, any Macquarie Submissions will:
 - (A) relieve Macquarie from, or alter or affect, Macquarie's liabilities, obligations or responsibilities whether under a Project Document or otherwise according to Law;
 - (B) prejudice or limit the Principal's rights against Macquarie whether under a Project Document or otherwise according to Law;
 - (C) constitute an instruction to accelerate, disrupt, prolong or vary any of Macquarie's Activities; or
 - (D) affect the time for the performance of the Principal's obligations;
 - (iii) Macquarie will not be relieved from compliance with any of its obligations under a Project Document or from any of its liabilities whether under a Project Document or otherwise according to Law as a result of:
 - (A) compliance with any Project Plan;
 - (B) any audits or other monitoring by the Principal of Macquarie's compliance with any Project Plan; or
 - (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 such other person;
 - (iv) neither the Principal nor the Principal's Representative assumes or owes any duty of care to Macquarie to inspect, or if it does so inspect, in inspecting, Macquarie's Activities or the Project Works or Martin Place Metro Station for errors, omissions or compliance with the requirements of the Project Documents; and
 - (v) any inspection of Macquarie's Activities (or lack of inspection) by or on behalf of the Principal will not in any way:
 - (A) relieve Macquarie from, or alter or affect, Macquarie's liabilities, obligations or responsibilities whether under a Project Document or otherwise according to Law; or
 - (B) prejudice or limit the Principal's rights against Macquarie whether under a Project Document or otherwise according to Law.

- (d) This clause 3.8 does not affect Macquarie's rights in respect of any breach of clause 46.

4. **GOVERNANCE**

4.1 **Principal's Representative**

- (a) The Principal may at any time by written notice to Macquarie replace the Principal's Representative with another person.
- (b) 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).
- (c) Macquarie must comply with all Directions given by the Principal's Representative in accordance with this deed.
- (d) The parties acknowledge that any Principal's Representative Statement is an interim position only and that, without limiting the rights of the Principal's Representative under clause 34.3, either party may seek to have any Principal's Representative Statement opened up, reviewed, decided and substituted pursuant to the dispute resolution provisions in clause 52 by giving a Notice of Issue to the other party in accordance with clause 52.3(a). If Macquarie wishes to have a Principal's Representative Statement opened up, reviewed, decided and substituted it must give the Notice of Issue under clause 52.3(a) within 15 Business Days after the receipt of the Principal's Representative Statement.
- (e) The Principal will not be liable upon any Claim by Macquarie arising out of or in connection with any Principal's Representative Statement in circumstances where it is incorrect, subsequently overturned pursuant to clause 52, is unreasonable (unless the Principal's Representative has an express obligation to act reasonably) or has been made in accordance with the directions of the Principal (and not independently). Macquarie acknowledges and agrees that its sole means of redressing any errors contained in or associated with any Principal's Representative Statement is by giving a Notice of Issue in accordance with clause 52.3(a).
- (f) If Macquarie does not give such notice under clause 52.3(a) within the time required under clause 4.1(d), then, subject to clause 34.3:
 - (i) the Principal's Representative Statement will be binding upon Macquarie and will not thereafter be capable of being opened up or reviewed by any person, including the IDAR Panel or any arbitrator or court, at the request of or upon any application by Macquarie; and
 - (ii) the Principal will not be liable upon any Claim by Macquarie arising out of or in any way in connection with the relevant Principal's Representative Statement, other than in accordance with the Principal's Representative Statement.
- (g) The Principal must ensure that, in exercising its functions under clauses 7.5, 20.8(a) (in respect of the Revised Design Stage 1 Design Documentation and the Stage 2 Design Documentation), 21.10(j), 21.11 and 26.5, the Principal must ensure that the relevant person responsible for performing the relevant functions pursuant to these clauses will act with the degree of professional care, knowledge, skill, expertise and experience which would be reasonably expected of a professional performing functions similar to those under clauses 7.5, 20.8(a) (in respect of the Revised Design Stage 1 Design Documentation and the Stage 2 Design Documentation), 21.10(j), 21.11 and 26.5 within the design and construction industries generally and the design and construction of major engineering works in particular.

4.2 **Appointees of the Principal's Representative**

The Principal's Representative:

- (a) may, by written notice to Macquarie, appoint persons to exercise any of the functions of the Principal's Representative under this deed;
- (b) must not appoint more than one person to exercise a specific function at any one time;
- (c) may revoke any appointment under clause 4.2(a) by written notice to Macquarie; and
- (d) may continue to exercise a function under this deed despite appointing another person to exercise the function under clause 4.2(a) (provided that any Directions of the Principal's Representative take precedence over those of any other representatives to the extent of any inconsistency).

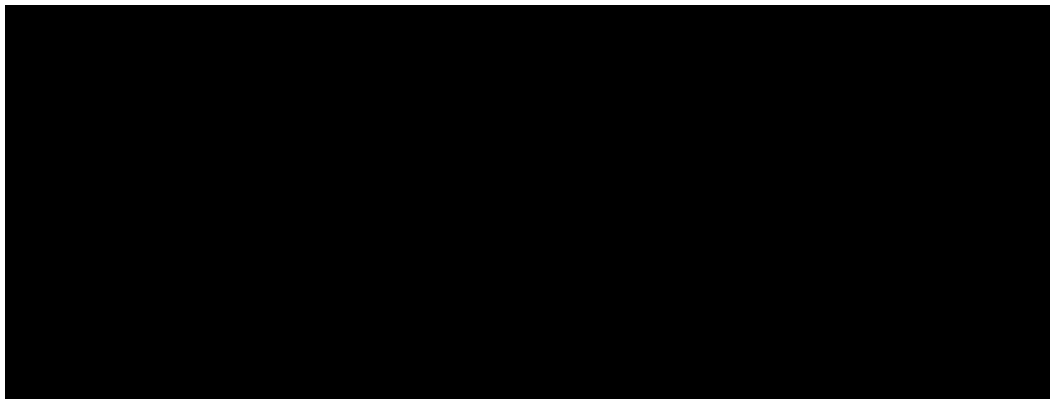
All references in this deed to the Principal's Representative include a reference to an appointee under this clause 4.2.

4.3 **Macquarie's Representative**

Macquarie must ensure that Macquarie's Representative is available at all reasonable times for communications with the Principal's Representative.

4.4 **Independent Certifier**

- (a) **(Independent Certifier Deed):**



- (iii) Subject to clause 4.4(n), Macquarie acknowledges and agrees that the Principal will select in its absolute discretion, and the Principal and Macquarie must jointly engage, the Independent Certifier to act as Independent Certifier in accordance with the terms of this deed and the Independent Certifier Deed.
- (b) **(Selection):** The Independent Certifier engaged pursuant to clause 4.4(a) will be a suitably qualified independent consultant engineer.
- (c) **(Role):** The Independent Certifier's role under this deed is to, amongst other things:
 - (i) independently certify in accordance with the Independent Certifier Deed:
 - (A) that the Design Documentation for Design Stage 3 complies with the requirements of this deed;

- (B) the achievement of Milestone Achievement of each Milestone;
 - (C) the achievement of Construction Completion of each Portion; and
 - (D) the achievement of Completion of each Portion (other than Portion 1);
- (ii) participate in meetings as specified in this deed, the Independent Certifier Deed or otherwise as requested by the Principal;
 - (iii) attend Tests;
 - (iv) make determinations on matters that this deed (including the SWTC) expressly requires be determined by the Independent Certifier; and
 - (v) issue certificates as contemplated by this deed.
- (d) **(Independent)**: The Independent Certifier is obliged to act independently of the Principal, Macquarie and their Subcontractors.
- (e) **(Conduct does not affect obligations)**: Without limiting clause 4.4(l), an act or omission (including negligence) of the Independent Certifier will not:
- (i) relieve a party from, or alter or affect, a party's liabilities, obligations or responsibilities to the other party whether under this deed or otherwise according to Law; or
 - (ii) prejudice or limit a party's rights against the other party whether under this deed or otherwise according to Law.
- (f) **(Provision of information)**: The Principal and Macquarie must provide the Independent Certifier with all information and documents and allow the Independent Certifier:
- (i) to attend meetings (including any Project Control Group meetings);
 - (ii) to access to all premises; and
 - (iii) to insert Hold Points or Witness Points in the SDD Program and designate the authority to release the Hold Points,
- all as may be necessary or reasonably required by the Independent Certifier to allow the Independent Certifier to perform its obligations under the Independent Certifier Deed.
- (g) **(Copy all information to other party)**: All notices and documents provided by a party to the Independent Certifier must be copied to the other party. If a party is required to provide a notice or document to the Independent Certifier within a specified time period, that notice or document must be provided to the other party within the same time period.
- (h) **(Principal may provide comments)**: The Principal's Representative and Macquarie may provide comments to the Independent Certifier in respect of Macquarie's Activities.
- (i) **(Hold/Witness Points)**: Macquarie must comply with the Hold Point and Witness Point procedures required by this deed, including as set out in the SWTC or inserted in the SDD Program by the Independent Certifier pursuant to clause 4.4(f)(iii).

- (j) **(Effect of determinations):** Without limiting clauses 4.4(e) or 4.4(l), in the absence of a manifest error on the face of the determination notice, the following determinations of the Independent Certifier are final and binding on the parties:
- (i) a determination under clauses 20.8(b)(ii) or 20.8(h)(ii) in relation to Design Stage 3 Design Documentation;
 - (ii) a determination under clause 25.1 in relation to Milestone Achievement of a Milestone;
 - (iii) a determination under clause 27.1 in relation to Construction Completion of a Portion;
 - (iv) a determination under clause 27.2 in relation to the [REDACTED] and [REDACTED];
 - (v) a determination under clause 28.1 in relation to Completion of a Portion (other than Portion 1).

- (k) **(Dispute of determination):** If either party:
- (i) believes that there is a manifest error on the face of the determination notice from the Independent Certifier referred to in clause 4.4(j) and wishes to dispute the determination on that basis; or
 - (ii) wishes to dispute any other determination by the Independent Certifier not referred to in clause 4.4(j),

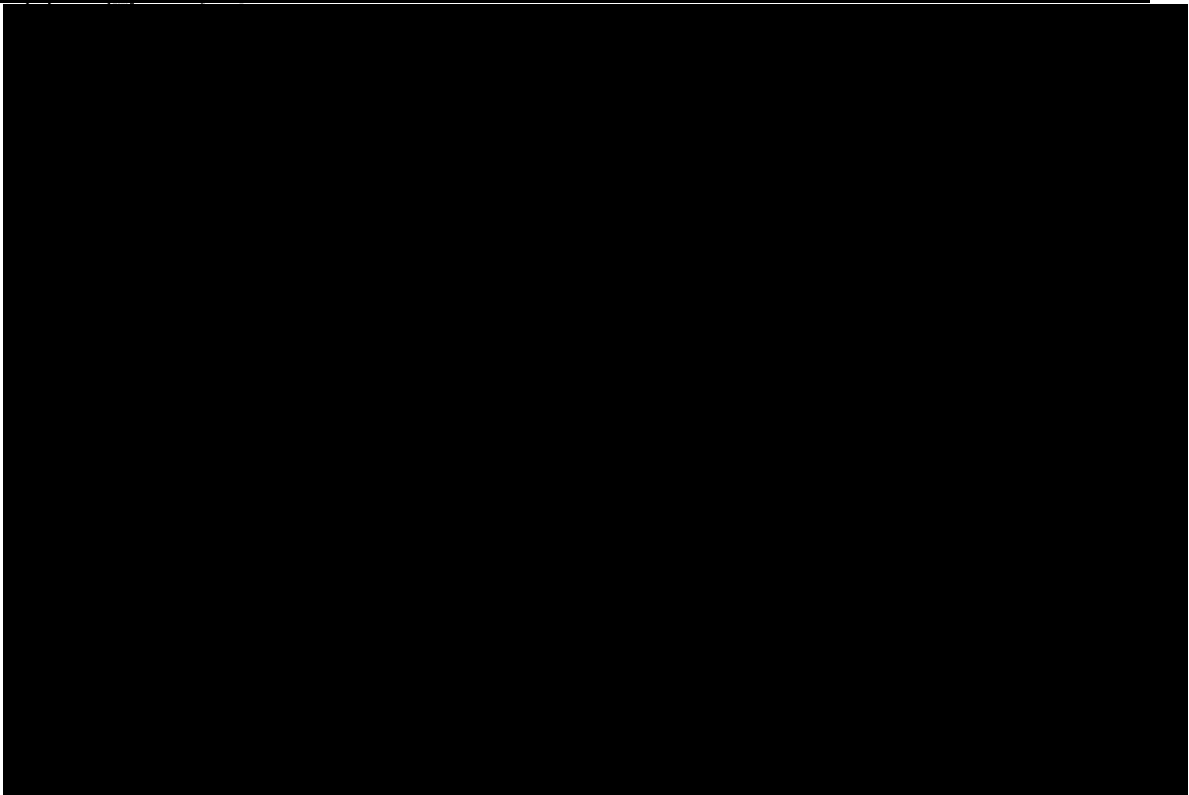
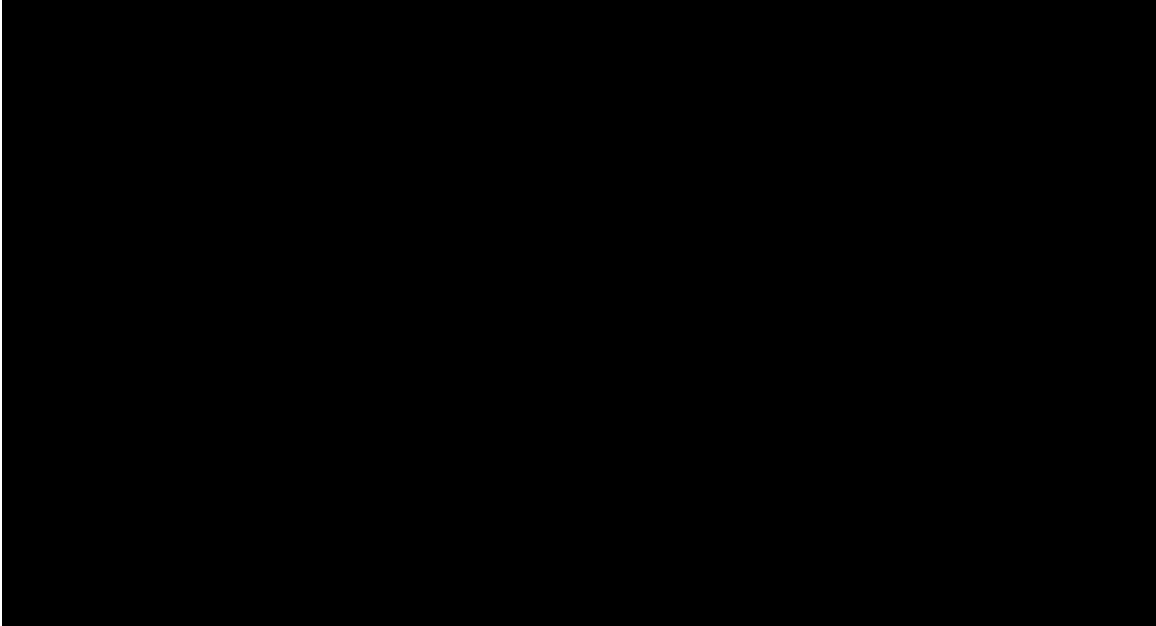
it must do so in accordance with clause 52. Determinations of the Independent Certifier referred to in clause 4.4(j) will be immediately binding on the parties, who must give effect to such determinations unless and until they are revised pursuant to the dispute resolution process in clause 52.

- (l) **(Not approval or evidence):**
- (i) A certification or determination by the Independent Certifier will not:
 - (A) constitute an approval by the Principal of Macquarie's performance of its obligations under this deed;
 - (B) constitute an approval by Macquarie of the Principal's performance of its obligations under this deed;
 - (C) be taken as an admission or evidence that the Project Works or Temporary Works or any other matters certified or determined by the Independent Certifier comply with this deed (including in relation to whether or not any Direction by the Principal's Representative under clause 20.8(c) involves or constitutes a Variation); or
 - (D) prejudice any rights or powers of the Principal or Macquarie under this deed or otherwise according to Law, including any rights which the Principal may have in respect of Defects in the Project Works.
 - (ii) No act or omission of the Independent Certifier, including any certification or determination by the Independent Certifier, whether or not such certification or determination:
 - (A) is final and binding;

- (B) contains a manifest error; or
- (C) is overturned in subsequent dispute resolution proceedings,

will:

- (D) be deemed to be an act or omission by the Principal or Macquarie (including a breach of contract) under or in connection with the Principal Project Documents; or
- (E) without limiting clause 4.4(k), entitle Macquarie to make any Claim against the Principal.





4.5 **Proof Engineer**

- (a) Macquarie must:
 - (i) procure that DevCo engages the Proof Engineer at DevCo's cost; and
 - (ii) must procure that DevCo does not replace the Proof Engineer without the prior written consent of the Principal (which must not be unreasonably withheld or delayed).
- (b) Macquarie warrants that the Proof Engineer (and any replacement Proof Engineer) and (as applicable) any individual from the Proof Engineer (or replacement Proof Engineer) who will be responsible for performing any aspect of the duties of the Proof Engineer pursuant to this deed has:
 - (i) at least the qualifications, experience and expertise described in Schedule A8; and
 - (ii) the requisite experience and skill to undertake the role of Proof Engineer in accordance with this clause 4.5 and the other requirements of this deed.
- (c) The Proof Engineer's role under this deed is to, amongst other things:
 - (i) undertake a full and independent assessment, without exchange of calculations or similar information, of the Proof Engineered Temporary Works, including undertaking design calculations and modelling, reviewing the safety, durability and functional requirements of the identified elements, the Design Documentation and construction methodology and performing and independent dimensional check;
 - (ii) provide to Macquarie, with copies to the Principal's Representative, a comprehensive report on the assessment required under clause 4.5(c)(i); and
 - (iii) independently certify that the Proof Engineered Temporary Works:
 - (A) are adequate and suitable for their intended purpose; and
 - (B) comply with the requirements of this deed (including the SWTC); and
 - (iv) issue the certification required by clause 20.6(b)(ii).
- (d) The parties acknowledge and agree that:

- (i) the Proof Engineer is obliged to act independently of Macquarie, the Principal and any of their Associates;
 - (ii) the Proof Engineer must not be an employee of Macquarie, the Principal, the Independent Certifier or any of their Associates; and
 - (iii) all advice and comments (including drafts and calculations) provided by the Proof Engineer to Macquarie must be in writing and must be made available to the Principal's Representative upon request.
- (e) Macquarie must provide the Proof Engineer with all information and documents and allow the Proof Engineer to:
- (i) attend design meetings; and
 - (ii) access the Construction Site and all places at which Macquarie's Activities are being undertaken, provided that the Proof Engineer must comply with the reasonable directions of Macquarie given in relation to work health and safety,
- as may be:
- (iii) necessary or reasonably required by the Proof Engineer or the Principal's Representative, to allow the Proof Engineer to perform its role under this deed; and
 - (iv) requested by the Proof Engineer or directed by the Principal's Representative.
- (f) Nothing that the Proof Engineer does or fails to do pursuant to the purported exercise of its functions will entitle Macquarie to make any Claim against the Principal.

4.6 **Project Control Group**

- (a) A Project Control Group must be established consisting of:
- (i) the Principal's Representative;
 - (ii) Macquarie's Representative;
 - (iii) 1 representative from the D&C Contractor;
 - (iv) 2 persons from each of the Principal and Macquarie holding positions the same or more senior than the persons referred to in clauses 4.6(a)(i) and 4.6(a)(ii) (as applicable to the relevant party); and
 - (v) such other persons as the Principal and Macquarie agree.
- (b) (**Delegates**): The persons referred to in clause 4.6(a)(i), 4.6(a)(ii) and 4.6(a)(iv) 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 Macquarie's Activities;

- (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 Third Party Agreements and the Project Cooperation and Integration Deeds;
 - (iv) review each Progress Report provided by Macquarie; and
 - (v) review and consider such other matters relating to Macquarie's Activities as are agreed between the parties from time to time.
- (d) **(Frequency of meetings)**: The Project Control Group will meet monthly prior to the last Portion Handover Date, 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, Macquarie must procure the attendance of representatives of any Significant Subcontractor at meetings of the Project Control Group.
 - (g) **(Principal may bring certain representatives)**: The Principal may invite representatives of the Operator, the Line-wide Contractors, any other Rail Contractor, the State or any Authority to attend any meeting of the Project Control Group.
 - (h) **(Members of IDAR Panel)**: 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.

4.7 Working Groups

- (a) **(Disciplines)**: Working Groups will be established in relation to particular aspects of Macquarie's Activities and, in particular, in accordance with the Technical Management Plan. There will be a Working Group with respect to interfaces between Macquarie's Activities and the Over Station Development and the Rail Contractors.
- (b) **(Composition)**: The composition of each Working Group will include a nominated representative of the Principal, Macquarie and the Independent Certifier, and representatives nominated in accordance with the Technical Management Plan as relevant. Attendance by others will be agreed by the Project Control Group, or in the absence of agreement as directed by the Principal having regard to the particular solutions being discussed. If the Principal requests, Macquarie must procure the attendance of representatives of any Significant Subcontractor at a Working Group meeting.
- (c) **(Purpose)**: The purpose of each Working Group meeting is to provide a non-binding forum for Macquarie to present its proposed solutions, for the Principal and the Independent Certifier to understand those solutions and for the parties to discuss the solutions.
- (d) **(Frequency of meetings)**: Each Working Group will meet monthly prior to the last Portion Handover Date, unless otherwise agreed by the Project Control Group.
- (e) **(Administration)**: Macquarie must convene and chair meetings of each Working Group unless otherwise agreed between the parties.
- (f) **(Agenda and program)**: Macquarie must prepare and issue a three month rolling program of meetings.

- (g) **(Information only)**: Documentation prepared for Working Group meetings, documentation developed in Working Group meetings and information discussed in Working Group meetings are Information Documents and cannot be relied on by either party.

4.8 **Risk management meetings**

- (a) Macquarie must attend risk management meetings with the Principal's Representative on a monthly basis prior to the Last Date of Completion, or as otherwise directed by the Principal's Representative.
- (b) At risk management meetings, the parties agree to:
 - (i) review the current Risk Register;
 - (ii) develop proposals and seek solutions for avoiding or mitigating the risks listed on the Risk Register;
 - (iii) decide upon any specific action to be taken by the parties in response to the risks listed on the Risk Register; and
 - (iv) remove from the Risk Register those risks which have been avoided or passed.
- (c) Macquarie must advise the Principal at the risk management meetings if it considers that any proposal or solution discussed at the meeting would be a Variation or could give rise to a Claim.

4.9 **No legal effect**

The Project Control Group and each Working Group are consultative and advisory only and nothing which occurs during a meeting of any such group will:

- (a) affect the rights or obligations of any party under the Project Documents;
- (b) entitle a party to make any Claim against the others;
- (c) relieve a party from, or alter or affect, a party's liabilities or responsibilities whether under this deed or otherwise according to Law;
- (d) prejudice a party's rights against the others whether under this deed or otherwise according to Law; or
- (e) be construed as a Direction by a party to do or not do anything.

4.10 **Independent Property Impact Assessment Panel**

- (a) Macquarie acknowledges that TfNSW has established an Independent Property Impact Assessment Panel for Sydney Metro City & Southwest in accordance with the requirements of the Project Planning Approval.
- (b) Macquarie must (at its cost):
 - (i) cooperate with the Independent Property Impact Assessment Panel and provide the Independent Property Impact Assessment Panel with any assistance, information or documentation that the Independent Property Impact Assessment Panel may reasonably require in order to carry out its functions;

- (ii) permit the Independent Property Impact Assessment Panel to access the Construction Site and inspect Macquarie's Activities provided that Macquarie is given reasonable prior written notice and the members of the Independent Property Impact Assessment Panel comply with Macquarie's reasonable work health and safety procedures; and
- (iii) attend any meeting of the Independent Property Impact Assessment Panel that it is requested to attend by the Principal's Representative or the chairperson of the Independent Property Impact Assessment Panel provided that Macquarie is given reasonable prior written notice of any such meeting.

5. LAW AND APPROVALS

5.1 Compliance with Laws

Macquarie must:

- (a) in performing Macquarie's Activities, comply with all applicable Laws (including all WHS Legislation, Rail Safety National Law, Rail Safety Regulations and the Heavy Vehicle National Law);
- (b) ensure that Subcontractors, in performing Macquarie's Activities, comply with all applicable Laws (including all WHS Legislation, Rail Safety National Law, Rail Safety Regulations and the Heavy Vehicle National Law);
- (c) ensure that Portion 1, prior to and on Construction Completion, and the balance of the Project Works, prior to and on Completion, and Temporary Works, comply with all applicable Laws;
- (d) give the Principal's Representative copies of:
 - (i) all material documents given to Macquarie or a Significant Subcontractor by an Authority (including Approvals and other notices) as soon as practicable after receipt;
 - (ii) all material documents (other than documents required to be prepared pursuant to the Planning Approval) given by Macquarie or a Significant Subcontractor to an Authority at the time that those documents are given to the Authority; and
 - (iii) details of any other material communications between Macquarie or a Significant Subcontractor and an Authority,
in connection with Macquarie's Activities;
- (e) in relation to any document required to be prepared pursuant to a Planning Approval, which is also required to be submitted to an Authority:
 - (i) provide the Principal's Representative with copies of any such documents;
 - (ii) provide the Principal with a reasonable opportunity to comment on any such documents;
 - (iii) consider any comments made by the Principal in relation to any such documents;

- (iv) deliver a final version of any such documents in order to enable the Principal to submit the relevant document to any Authority; and
- (v) provide the Principal with such assistance as may be reasonably required by the Principal to enable the Principal to comply with all applicable Laws.

5.2 Approvals

- (a) The parties acknowledge and agree that, prior to the Commencement Date:
 - (i) TfNSW obtained the Project Planning Approval and provided the Project Planning Approval to Macquarie; and
 - (ii) TfNSW obtained the Project Planning Approval Modification at Macquarie's request.
- (b) Macquarie must:
 - (i) obtain and maintain, and ensure that its Subcontractors obtain and maintain, all Approvals required to perform Macquarie's Activities (other than those Approvals which this deed expressly states that TfNSW or the Principal have obtained or requires the Principal to obtain or maintain);
 - (ii) except to the extent otherwise expressly specified in Schedule D2:
 - (A) comply with, carry out and fulfil, and ensure that its Subcontractors comply with, carry out and fulfil; and
 - (B) ensure that Portion 1, prior to and on Construction Completion, and the balance of the Project Works, prior to and on Completion, and the Temporary Works, comply with,

the conditions and requirements of all Approvals (including those which TfNSW and/or the Principal are expressly or impliedly under the terms of the Approval required to comply with, carry out or fulfil);
 - (iii) except to the extent prohibited by Law, indemnify TfNSW and the Principal against any Loss suffered by TfNSW and/or the Principal arising out of or in any way in connection with a failure by Macquarie to comply with its obligations under clauses 5.2(b)(i) and 5.2(b)(ii);
 - (iv) except to the extent otherwise expressly specified in clause 41.2 and Schedule D2, pay all fees, effect all Insurances, provide any bonds and execute any undertakings or agreements or any other document required by any relevant Authority in respect of any Approval which Macquarie must obtain or comply with (and ensure that its Subcontractors do likewise in relation to any Approvals which they must maintain or comply with in connection with Macquarie's Activities);
 - (v) without limiting clause 5.2(b)(ii), provide TfNSW and/or the Principal with such assistance as may reasonably be required by TfNSW and/or the Principal to enable them to obtain or satisfy or fulfil the conditions and requirements in respect of any:
 - (A) Approvals which are obtained by the Principal after the Commencement Date; or

- (B) conditions and requirements of Approvals which are required to be satisfied or fulfilled by TfNSW and the Principal pursuant to Schedule D2;
 - (vi) use reasonable endeavours to achieve the satisfaction of the conditions of approval required for the commencement of the structural demolition of the building on Construction Site (Area 1) by [REDACTED] and
 - (vii) ensure that it keeps the Principal informed of its progress in relation to the satisfaction of the conditions of approval required for the commencement of the demolition of the building on Construction Site (Area 1).
- (c) The Principal must provide reasonable assistance to Macquarie in:
- (i) expediting and achieving the satisfaction of all necessary development, planning and construction conditions of approval to enable Macquarie to commence the demolition of the buildings located on Construction Site (Area 1),
 - (ii) achieving expeditious closure of the amended CCB2 approval process to include the North Shaft Elongation Works;
 - (iii) the documentation and completion of the submission for the CCB3 approval process for the foundations and Station Works; and
 - (iv) negotiations with the relevant Authorities to optimise excavation works traffic management and truck movements approval,
- provided the Principal has no obligation to exercise any statutory powers or make any payment to Macquarie or any other party in relation to its obligations under this clause 5.2(c).
- (d) The Principal must comply with the requirements of the Planning Approval allocated to Sydney Metro in Schedule D2 to the extent such compliance is necessary for Macquarie to comply with its obligations under this deed.

5.3 **Modifications to Planning Approvals**

Notwithstanding clause 39, if:

- (a) any further environmental impact assessment is required under Part 4 or Part 5 of the EP&A Act (or their equivalents) in connection with Macquarie's Activities;
 - (b) the Principal determines that it is necessary to carry out any further environmental impact assessment under Part 5 of the EP&A Act (or its equivalent) in connection with Macquarie's Activities;
 - (c) an Approval is modified and/or amended under the EP&A Act;
 - (d) a new Approval is issued under the EP&A Act in respect of Macquarie's Activities, either in substitution for or replacement of a Planning Approval or otherwise; or
 - (e) any such new Approval is modified under the EP&A Act,
- arising out of or in connection with:
- (f) the Project Planning Approval Modification;
 - (g) a Variation requested by Macquarie; or

- (h) any failure by Macquarie to comply with its obligations under this deed or any other Project Document,

then any such events and any actions or additional work arising out of or in connection with any such events will be at Macquarie's cost and risk, irrespective of who is required to, or does, carry out any such assessment.

5.4 Legal challenge to Planning Approvals

If there is a legal challenge brought about by way of commencement of court proceedings in relation to the grant of, or compliance with, the Planning Approvals, Macquarie must continue to perform Macquarie's Activities unless, as a result of that legal challenge, it is otherwise ordered by a court or directed by the Principal.

5.5 Environment Protection Licence

- (a) Subject to clause 5.5(b), Macquarie must ensure that Macquarie or the D&C Contractor:

- (i) obtains an Environment Protection Licence:

- (A) in respect of Macquarie's Activities; and

- (B) which includes all parts of the Construction Site,

from the first date on which Macquarie undertakes:

- (C) construction activities;

- (D) "railway systems activities" within the meaning of the *Protection of the Environment Operations Act 1997* (NSW); or

- (E) any other activity which triggers an obligation for an Environment Protection Licence to be obtained,

on any part of the Construction Site; and

- (ii) holds an Environment Protection Licence in respect of Macquarie's Activities for each Portion until the Portion Handover Date for that Portion.

- (b) Macquarie must ensure that any application for an Environment Protection Licence which is required in respect of the development which is the subject of the Planning Approval is substantially consistent with the Planning Approval.

- (c) In the event that an Environment Protection Licence is not substantially consistent with the Planning Approval, Macquarie must use its best endeavours to procure that the Environment Protection Licence be amended to achieve substantial consistency.

- (d) To the extent that Macquarie's Activities are controlled by an Environment Protection Licence held by a person other than Macquarie, Macquarie must comply with the terms of that Environment Protection Licence.

5.6 Crown Building Work

- (a) Macquarie must, in relation to any part of the Project Works or Temporary Works that is Crown Building Work (as defined in section 6.1 of the EP&A Act), certify (on behalf of the Principal) those works as required by section 6.28 of the EP&A Act.

- (b) Any certification under clause 5.6(a) will not lessen or otherwise affect:
 - (i) Macquarie's other liabilities or responsibilities under this deed or otherwise according to Law; or
 - (ii) The Principal's rights against Macquarie, whether under this deed or otherwise according to Law.

5.7 Environmental Representative

- (a) The Principal must engage the Environmental Representative as required by the Planning Approval.
- (b) Macquarie acknowledges that the Environmental Representative:
 - (i) is independent of the parties;
 - (ii) is required to discharge certain functions as identified in the Planning Approval;
 - (iii) is required to oversee the implementation of all Environmental Management Plans and monitoring programs required under the Planning Approval and shall advise the Principal upon achievement of the outcomes contemplated in the Planning Approval; and
 - (iv) is required to advise the Principal and the Principal's Representative on Macquarie's compliance with the Planning Approval.
- (c) Macquarie must co-operate with the Environmental Representative and provide the Environmental Representative with:
 - (i) all information and documents (including licences and approvals relating to environmental performance and environmental impacts); and
 - (ii) allow the Environmental Representative:
 - (A) to attend meetings; and
 - (B) access to such premises,all as may be:
 - (iii) necessary or reasonably required by the Environmental Representative or the Principal's Representative to allow the Environmental Representative to perform its functions in connection with this deed; or
 - (iv) lawfully requested by the Environmental Representative or directed by the Principal's Representative.
- (d) Macquarie must:
 - (i) comply with the lawful requirements of the Environmental Representative, including so as to allow the Environmental Representative to discharge any functions of the Environmental Representative provided for in the Planning Approval; and
 - (ii) not interfere with or improperly influence the Environmental Representative in the performance of any of its functions in connection with this deed.

- (e) Nothing that the Environmental Representative does or fails to do pursuant to the purported exercise of its functions in connection with this deed will entitle Macquarie to make any Claim against the Principal.

5.8 Long service leave levy

Before commencing construction of the Project Works or the Temporary Works, Macquarie must:

- (a) pay (or procure payment) to the Building and Construction Industry Long Service Payments Corporation, or its agent, the amount of the long service levy payable in respect of the building and/or construction work under the *Building and Construction Industry Long Service Payments Act 1986* (NSW); and
- (b) produce to the Principal's Representative the document evidencing payment of the levy.

6. BANK GUARANTEE

6.1 Macquarie to give Bank Guarantee

- (a) Macquarie must, prior to Financial Close, give to the Principal a Bank Guarantee for ■■■ of the Total Project Sum for Bank Guarantees for the purpose of ensuring the due and proper performance by Macquarie of its obligations under this deed in connection with the Project Works.
- (b) Macquarie acknowledges and agrees that each Bank Guarantee required under this deed (and any replacement Bank Guarantee provided under clause 6.4) must:
 - (i) be in favour of the Principal;
 - (ii) be in the form of Schedule E2 (or such other form approved by the Principal);
 - (iii) be provided by a bank that:
 - (A) is regulated by the Australian Prudential Regulation Authority; and
 - (B) at all times maintains the Required Rating;
 - (iv) be payable at an office of the issuer in Sydney (or such other place approved by the Principal); and
 - (v) where required by Law, be duly stamped at the Cost of Macquarie.

6.2 Calling on a Bank Guarantee

The Principal may call on:

- (a) the Bank Guarantee referred to in clause 6.1(a) at any time if Macquarie fails to perform any of its obligations under a Project Document in connection with the Project Works; and
- (b) the Bank Guarantee referred to in clause 34.6 at any time if Macquarie fails to perform any of its obligations under clause 34.6,

including for the purpose of covering the Cost of the Principal rectifying such non-performance or any Loss caused to the Principal by reason of such non-performance.

6.3 Returning the Bank Guarantee

- (a) Subject to the Principal's rights to have recourse to the Bank Guarantee and to the cash proceeds of a Bank Guarantee if a Bank Guarantee referred to in clause 6.1(a) is converted into cash, the Principal must:
- (i) within 20 Business Days after the Last Date of Completion, release so much of the Bank Guarantee referred to in clause 6.1(a) (or the remaining proceeds of that Bank Guarantee if that Bank Guarantee has been converted into cash) so that the Principal then holds a Bank Guarantee (or the proceeds of the Bank Guarantee if that Bank Guarantee has been converted into cash) for █████ of the Total Project Sum for Bank Guarantees;
 - (ii) within 20 Business Days after expiry of the original Defects Correction Period of the last Portion to achieve Completion referred to in clause 30.6(a)(i), release so much of the Bank Guarantee referred to in clause 6.1(a) (or the remaining proceeds of the Bank Guarantee if the Bank Guarantee has been converted into cash) so that the Principal then holds the Bank Guarantee (or the proceeds of the Bank Guarantee if the Bank Guarantee has been converted into cash) for █████ of the reasonable cost of correcting any Defects in the Works that Macquarie is responsible for having regard to clause 1.2(m), and which have not been accepted, corrected, or the subject of a Variation that has been implemented, under clause 30.2 as at that date; and
 - (iii) within 20 Business Days after expiry of the final Defects Correction Period referred to in clause 30.6 (as certified by the Independent Certifier in a certificate executed by the Independent Certifier in the form of Schedule B6), release the balance of the Bank Guarantee (or the remaining proceeds of the Bank Guarantee if the Bank Guarantee has been converted into cash).
- (b) Despite any other provision of this deed to the contrary, where this deed is terminated by the Principal, the Principal may continue to hold the Bank Guarantee referred to in clause 6.1(a) (or any proceeds of that Bank Guarantee if that Bank Guarantee has been converted into cash) after termination of this deed under clause 45.3 to the extent of any claim which the Principal may have against Macquarie arising out of, or in any way in connection with, the Station Works, whether for damages (including liquidated damages) or otherwise.

6.4 Replacement of expiring Bank Guarantee

If a Bank Guarantee has an expiry date, Macquarie must, if the Principal has not returned the Bank Guarantee to Macquarie in accordance with this clause 6, provide the Principal with a replacement Bank Guarantee in the same amount no later than 10 Business Days prior to that expiry date in exchange for the Principal delivering to Macquarie the Bank Guarantee to be replaced. If Macquarie fails to provide the Principal with the replacement Bank Guarantee as required, the Principal:

- (a) may call on the full amount of the relevant Bank Guarantee without notice to Macquarie;
- (b) must hold the amount of that Bank Guarantee as a cash deposit (**Cash Deposit**) in a separate bank account in the name of the Principal (**Cash Deposit Account**);
- (c) may withdraw money (including accrued interest) from the Cash Deposit Account and use that money:
 - (i) in accordance with clause 6.2 as if the Cash Deposit were the amount secured by the Bank Guarantee; and

- (ii) to pay all Costs and Taxes payable in connection with that Cash Deposit Account; and
- (d) must return the amount held in the relevant Cash Deposit Account (including accrued interest but less any amounts payable to or by the Principal under clause 6.4(c)) to Macquarie in accordance with clause 6.3 as if the amount in that Cash Deposit Account were the Bank Guarantee.

6.5 Replacement of Bank Guarantee where issuer ceases to have the Required Rating

- (a) If the issuer of a Bank Guarantee ceases to have the Required Rating and, at that time, another bank regulated by the Australian Prudential Regulation Authority acceptable to the Principal maintains the Required Rating, then Macquarie must:
 - (i) promptly notify the Principal of that circumstance; and
 - (ii) within 20 Business Days after being requested to do so, procure the issue to the Principal of a replacement Bank Guarantee which must have a face value equal to that of the unconditional undertaking being replaced and must satisfy the requirements of clause 6.1(b),

and the Principal must surrender the original Bank Guarantee to Macquarie in exchange for the issue of the replacement Bank Guarantee.

- (b) If the issuer of any Bank Guarantee ceases to have the Required Rating and, at that time, no Major Australian Bank has the Required Rating, then:
 - (i) if the current issuer of the Bank Guarantee has a rating of less than the second highest rated Major Australian Bank, Macquarie must procure the issue to the Principal of a replacement Bank Guarantee from an issuer which has a rating equal to or higher than the second highest rated Major Australian Bank which otherwise satisfies the requirements of clause 6.1(b);
 - (ii) Macquarie must monitor the credit rating of the issuer of the replacement Bank Guarantee and the credit rating of the Major Australian Banks and procure a replacement Bank Guarantee from an issuer which has the Required Rating within 15 Business Days after any Major Australian Bank regains a rating equal to or greater than the Required Rating; and
 - (iii) the Principal must surrender the original Bank Guarantee to Macquarie in exchange for the replacement Bank Guarantee.

6.6 No injunction

Macquarie must not take any steps to injunct or otherwise restrain:

- (a) any issuer of any Bank Guarantee provided under this deed from paying the Principal pursuant to the Bank Guarantee;
- (b) the Principal from taking any steps for the purposes of making a demand under any Bank Guarantee provided under this deed or receiving payment under any such Bank Guarantee; or
- (c) the Principal using the money received under any Bank Guarantee provided under this deed.

6.7 **No interest**

The Principal is not obliged to pay Macquarie interest on any Bank Guarantee or the proceeds of any Bank Guarantee unless the Principal makes a wrongful call on that Bank Guarantee.

6.8 **No trust**

The Principal does not hold the proceeds of any Bank Guarantee on trust for Macquarie.

7. **PROJECT PLANS**

7.1 **Purpose**

The intended purposes of the Project Plans include:

- (a) to demonstrate to the Principal that Macquarie has the understanding, capacity and capability at all times to perform Macquarie's Activities safely and in accordance with the requirements of this deed;
- (b) to ensure that the Project Works and Temporary Works comply with the requirements of this deed;
- (c) to define responsibilities, resources and processes for planning, performing and verifying that Macquarie's Activities satisfy the requirements of this deed;
- (d) to allow the Principal to understand how Macquarie will achieve the objectives set out in clause 3 and otherwise fulfil its obligations under this deed; and
- (e) with respect to the Retail Activation Plan, to provide a framework for the nature and types of retail activities to be implemented, and any requirements with respect to vacant tenancies, under the Retail Lease.

7.2 **Initial Project Plans**

- (a) Initial versions of certain Project Plans are included in the SWTC.
- (b) Macquarie must submit:
 - (i) initial versions of the remaining Project Plans to the Principal's Representative at the times required by Appendix 54 to the SWTC; and
 - (ii) the initial version of the Retail Activation Plan to the Principal's Representative not less than 6 months prior to the anticipated Last Date of Completion (as notified by Macquarie to the Principal under clause 28.1(a)(i)).

7.3 **Updated Project Plans**

Macquarie must:

- (a) review and, if necessary, update each Project Plan to take account of events or circumstances which will, or may, affect Macquarie's Activities relevant to the Project Plan, including:
 - (i) Variations;
 - (ii) Changes in Law;

- (iii) the commencement of new phases or stages of design, construction, testing or commissioning;
 - (iv) any Direction given by the Principal's Representative under clause 18.1(a); and
 - (v) any breach or potential breach of the warranty in clause 7.4;
- (b) without limiting clause 7.3(a), update each Project Plan at the times required by Appendix 54 to the SWTC;
 - (c) promptly submit each updated Project Plan to the Principal's Representative;
 - (d) not update any Project Plan in a manner which makes the Principal's obligations under the Principal Project Documents more onerous or increases any liability or potential liability, or reduces any right, of the Principal in connection with the Project Works, to the extent:
 - (i) such Principal Project Documents are entered into by the relevant parties prior to the Commencement Date; or
 - (ii) the terms or draft terms of the Principal Project Documents are included as a schedule or annexure to this deed or the terms of the Principal Project Documents have otherwise been provided to Macquarie prior to the Commencement Date; and
 - (e) ensure that any updated Project Plans:
 - (i) impose standards, levels of service, scope and requirements that are equal to, greater than or higher than those imposed by; and
 - (ii) provide an equal or greater level of detail than,

the initial versions of the Project Plans contained in the SWTC (where applicable) and any version of the Project Plan which has been submitted to the Principal's Representative and has not been rejected by the Principal's Representative in accordance with this deed.

7.4 **Fitness for purpose**

Macquarie warrants that each Project Plan will at all relevant times be fit for its purpose.

7.5 **Review of Project Plans**

- (a) With respect to the Project Plans, the Principal may review each Project Plan and, within 20 Business Days following submission of the Project Plan at times required by Appendix 54 of the SWTC to the Principal's Representative:
 - (i) determine whether the Project Plan complies with the requirements of this deed; and
 - (ii) if the Project Plan does not comply with the requirements of this deed (Minor Non-Compliances excepted), notify Macquarie that the Project Plan is rejected and specify the non-compliances (with detailed reasons).
- (b) If Macquarie receives a notice in accordance with clause 7.5(a)(ii) that the Project Plan is rejected as it does not comply with the requirements of this deed, Macquarie must, within 20 Business Days, submit a revised Project Plan (or, where a Project Plan is comprised of a head-plan and one or more sub-plans and the non-

compliance relates only to (i) the head-plan, (ii) one or more sub-plans, or (iii) the head-plan and one or more sub-plans (in each case the "**affected plans**"), submit a revised version of the affected plans) to the Principal's Representative which complies with the requirements of this deed whereupon the provisions of this clause 7.5 will reapply to the revised Project Plan or affected plans (as applicable).

- (c) If the notice provided by the Principal pursuant to clause 7.5(a)(ii) lists any Minor Non-Compliances:
 - (i) the Principal may, in the notice, recommend the action that could be taken by Macquarie to address the Minor Non-Compliances; and
 - (ii) Macquarie must complete the recommended action, or take any other action Macquarie deems reasonable in the circumstances to correct the Minor Non-Compliances to the extent required for that Project Plan to comply with this deed, within the time frame (if any) specified by the Principal.

7.6 **Principal may request updates**

If:

- (a) any Project Plan does not comply with the requirements of this deed; or
- (b) Macquarie has not updated any Project Plan in accordance with the requirements of clause 7.3(a),

the Principal's Representative may by written notice request that Macquarie amend or update the Project Plan specifying:

- (c) the reasons why such updating is required (or why the Project Plan does not comply with this deed); and
- (d) the time within which such updating must occur (which must be reasonable, having regard to the amount of work required),

and Macquarie must:

- (e) amend or update the Project Plan as requested by the Principal to comply with the requirements of this deed; and
- (f) submit the amended or updated Project Plan to the Principal within the time specified under clause 7.6(d).

7.7 **Implementation and compliance**

- (a) Macquarie must implement and comply with each Project Plan submitted to the Principal's Representative which has not been rejected by the Principal's Representative in accordance with this deed.
- (b) If the Principal's Representative does not respond or provides comments to Macquarie in respect of any Minor Non-Compliances only within the 20 Business Day period referred to in clause 7.5(a)(ii), Macquarie may use the Project Plan at Macquarie's own risk.
- (c) Macquarie acknowledges and agrees that proceeding at risk pursuant to clause 7.7(b) does not limit or reduce Macquarie's obligation under clause 7.5(c) in relation to any Minor Non-Compliances.

8. SUBCONTRACTING

8.1 Subcontracting by Macquarie

- (a) Subject to this clause 8, Macquarie may enter into Subcontracts for the vicarious performance of Macquarie's Activities and obligations or any part of them.
- (b) Macquarie will be liable to the Principal for the acts and omissions of Subcontractors in connection with Macquarie's Activities as if such acts or omissions were acts or omissions of Macquarie.
- (c) Subcontracting by Macquarie of any obligation under the Principal Project Documents will not relieve Macquarie of, or otherwise affect, any obligation or Liability it has to the Principal under the Principal Project Documents.
- (d) Macquarie must (unless otherwise approved in writing by the Principal's Representative) ensure that each Subcontract it enters into in connection with Macquarie's Activities, regardless of its value, includes provisions expressly requiring the Subcontractor to comply with the Chain of Responsibility Provisions and includes a clause to the same effect as this clause 8.1(d) which is binding on the Subcontractor and provide evidence of this to the Principal's Representative when requested by the Principal's Representative.
- (e) Macquarie must ensure that the technical and quality requirements in each Subcontract with a Subcontractor from whom a warranty is required pursuant to clause 30.11(a) will not put Macquarie in breach of the relevant technical and quality obligations in this deed.

8.2 Significant Subcontracts

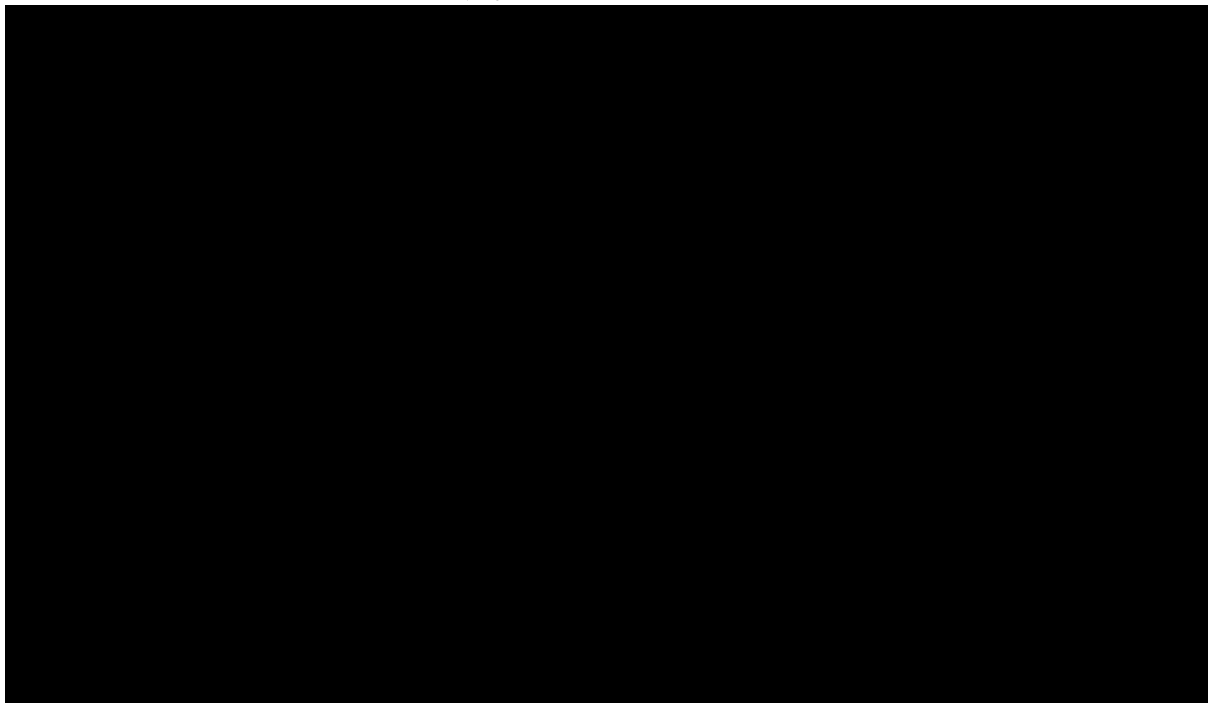
- (a) **(Principal consent required):** Macquarie must not, and must ensure that DevCo and the D&C Contractor does not:
 - (i) other than with a Subcontractor named in Schedule A5 (with respect to the corresponding "Significant Subcontract Work" listed in Schedule A5 for that Subcontractor), enter into;
 - (ii) where it may impact the rights or increase the Liabilities or obligations of the Principal, make or permit any amendment to, or replacement of or waiver of a provision of;
 - (iii) terminate, surrender, rescind or accept repudiation of (or give the relevant Significant Subcontractor an entitlement to terminate, surrender, rescind or accept repudiation of);
 - (iv) permit the novation, assignment or substitution of any counterparty's right, obligation or interest in; or
 - (v) where it may impact the rights or increase the Liabilities or obligations of the Principal, enter into any agreement or arrangement which affects the operation or interpretation of,a Significant Subcontract without obtaining the Principal's prior written consent (which consent must not be unreasonably withheld or delayed).
- (b) **(Qualifications):** Macquarie must:
 - (i) use its best endeavours to ensure that each Significant Subcontractor:

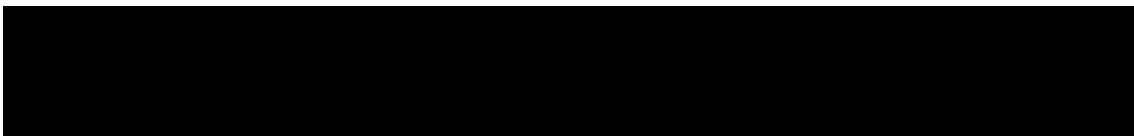
- (A) is solvent and reputable;
 - (B) does not have any interest or duty which conflicts in a material way with the interests of the Principal and is not involved in any business or activity which is incompatible with, or inappropriate in relation to, Macquarie's Activities; and
 - (C) has sufficient expertise and ability, and is of sufficiently high financial and commercial standing, to properly carry out the obligations of Macquarie which are being subcontracted to it; and
- (ii) immediately upon becoming aware that a Significant Subcontractor does not satisfy the requirements of clause 8.2(b)(i), use its best endeavours to cause:
- (A) the Significant Subcontractor to do whatever is necessary to promptly satisfy the requirements of clause 8.2(b)(i); or
 - (B) subject to clause 8.2(a), the relevant Significant Subcontract to be terminated.
- (c) **(Provisions to be included in Significant Subcontracts):** Macquarie must ensure that each Significant Subcontract contains provisions which:
- (i) satisfy the requirements of clauses 9.4(j) and 55.3;
 - (ii) recognise the Principal's rights under clauses 44 and 46; and
 - (iii) are consistent with the Principal's rights under clause 20.15.
- (d) **(Monitoring of Significant Subcontracts):** Macquarie must:
- (i) use its best endeavours to ensure that each Significant Subcontractor complies with the terms of its Significant Subcontract; and
 - (ii) notify the Principal of:
 - (A) any material breach of a Significant Subcontract; or
 - (B) any dispute which is notified as such under a Significant Subcontract, immediately upon becoming aware of such breach or dispute; and
 - (iii) keep the Principal informed of the status of any such breach or dispute.
- (e) **(Copy):** Macquarie must provide the Principal with a copy of each Significant Subcontract (subject to removal, exclusion or redaction of any "commercial-in-confidence provision" as that term is defined in the GIPA Act).

8.3 Lifts and escalators

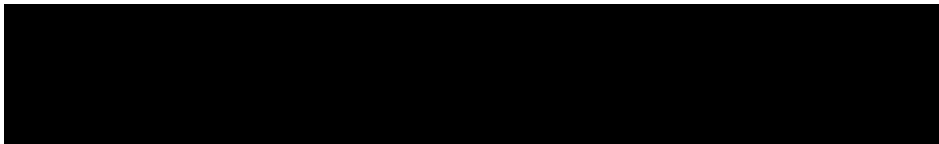
- (a) Macquarie acknowledges that:
 - (i) the Principal has entered into a framework agreement with the Lifts and Escalators Contractor prior to the Commencement Date and a redacted version of that contract is included in Part B of Annexure C; and

- (ii) the Lifts and Escalators Contractor will be required to enter into contracts with other contractors of the Principal for the Project, including the D&C Contractor.
- (b) Macquarie must:
 - (i) ensure that the D&C Contractor enters into a DSI Contract with the Lifts and Escalators Contractor for the performance of Lifts and Escalators Work required for Macquarie's Activities;
 - (ii) provide the Principal with a copy of the executed DSI Contract, together with all documentation relevant to that agreement; and
 - (iii) not, and must ensure that the D&C Contractor does not, cause, instruct, permit, request or consent to:
 - (A) a variation or amendment to the DSI Contract or the work under the DSI Contract;
 - (B) any increase in the amount payable to the Lifts and Escalators Contractor under, or for the performance of, the Lifts and Escalators Work; or
 - (C) the termination of the DSI Contract,without the prior written approval of the Principal, unless such variation or amendment or increase in the amount payable is required under the terms of the DSI Contract, in which case such prior written approval is not required.
- (c) Macquarie acknowledges that Part A of Annexure C sets out the terms of the Draft DSI Contract.
- (d) The Principal will provide Macquarie with the DSI Contract for execution with the Lifts and Escalators Contractor.







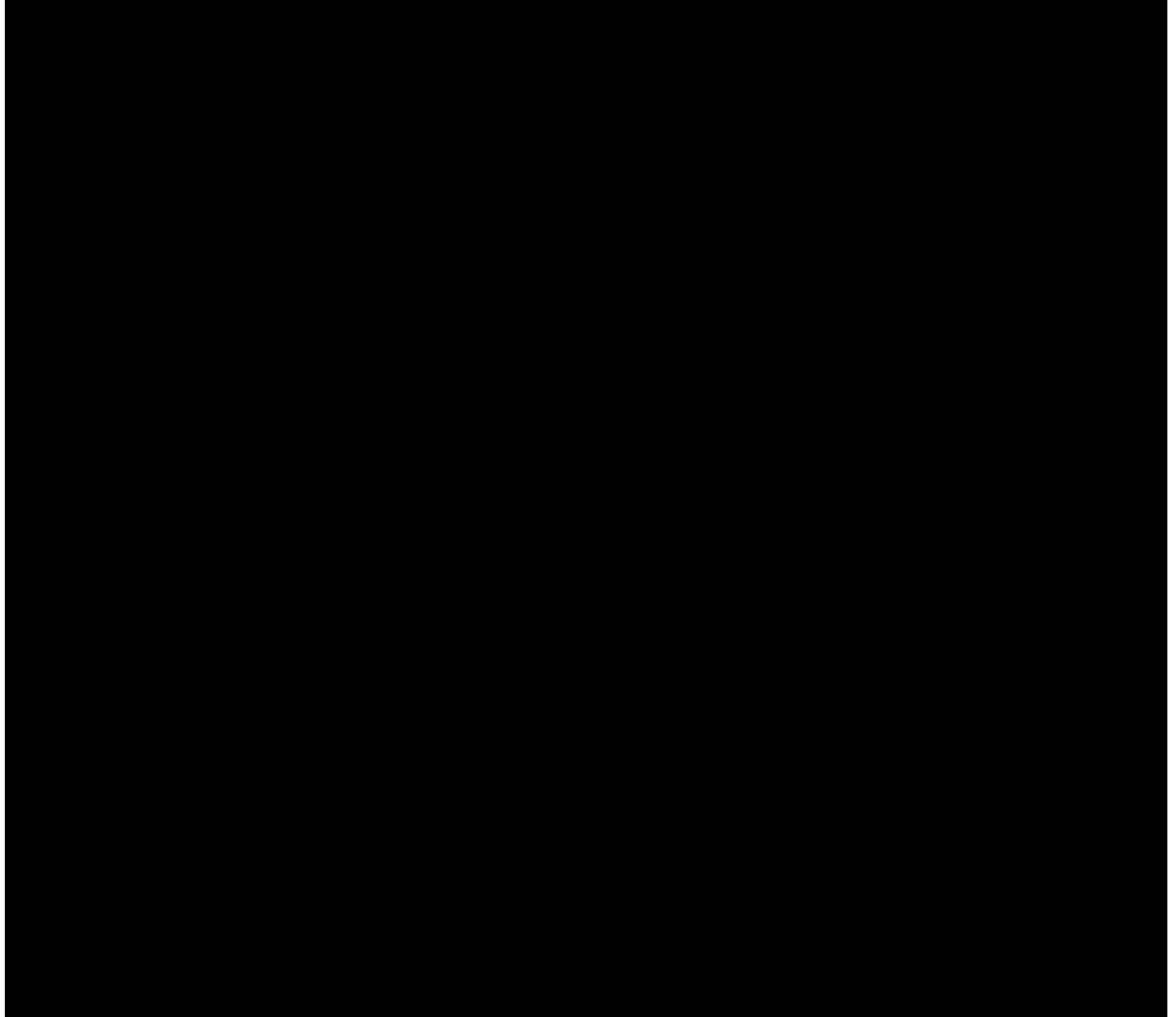
- (h) Macquarie must minimise the cost of undertaking the Lifts and Escalators Work.
- (i) Subject to clause 8.3(j), the Principal shall be liable to pay Macquarie the Lifts and Escalators Amount in connection with the performance of the Lifts and Escalators Work in accordance with clause 34.
- (j) Macquarie shall be liable for:
 - (i) all costs associated with supervision and coordination in relation to the performance of the Lifts and Escalators Work; and
 - (ii) any amounts payable or owing to the Lifts and Escalators Contractor in addition to the Lifts and Escalators Amount.
- (k) The Principal's Representative may, at any time during the performance of the Lifts and Escalators Work, request Macquarie to provide a reasonable estimate of the Lifts and Escalators Amount, including sufficient information to support such estimate.
- (l) The parties acknowledge and agree that the Principal may, in its absolute discretion, elect to either:
 - (i) extend the defects correction period under the DSI Contract, in which case the Costs of extending the defects correction period under the DSI Contract will be included in the Lifts and Escalators Amount; or
 - (ii) not extend the defects correction period under the DSI Contract, in which case clause 30.1 to clause 30.9 (inclusive) will not apply in respect of the rectification of defects in the Lifts and Escalators Work after the expiry of the defects correction period under the DSI Contract and the Principal will not be liable for any Costs incurred by Macquarie or its Associates in connection with the Lifts and Escalators Work during that period.
- (m) Without prejudice to the other provisions of this deed:
 - (i) Macquarie must procure that the D&C Contractor uses its best endeavours to:



- (B) minimise the costs of any such variation;
- (ii) if, despite using its best endeavours, the D&C Contractor is unable to procure the relevant variation referred to in clause 8.3(m)(i) within three months after Financial Close under this deed, then Macquarie must promptly notify the Principal in writing;
- (iii) the Principal must, within a reasonable time (but no longer than three months) after receiving Macquarie's notice under clause 8.3(m)(ii), either:

- (A) direct a Variation such that the   or

- (B) take such other action as is reasonably necessary to ensure Macquarie can comply with the requirements of this deed in relation to the escalators required for the Station Works using the DSI Contract; and
- (iv) a variation agreed under clause 8.3(m)(i)(A) is deemed to be a variation agreed by the Principal for the purpose of the definition of Lifts and Escalators Amount.



8.4 Framework arrangements

- (a) Macquarie acknowledges that the Principal may elect to conduct a single source procurement to engage a contractor or service provider to perform certain works or services in connection with the Project and Sydney Metro City and Southwest.
- (b) For the purposes of the Principal's rights under clause 8.4(a), on request from the Principal, Macquarie must cooperate and coordinate with the Principal to:
 - (i) identify any works or services that may be appropriate for this procurement approach;

- (ii) develop an approach for the inclusion of any relevant contractor or service provider into Macquarie's Activities; and
 - (iii) subject to the relevant Variation Order being issued, enter into a contract with the relevant contractor or service provider for the provision of the relevant works or services provided that, in issuing the Variation Order, the Principal will have regard to any gap risk that the D&C Contractor would bear as a consequence of entering into the relevant contract that would not ordinarily be taken by a head contractor in relation to such contracts in the market.
- (c) Macquarie acknowledges and agrees that a contract referred to in clause 8.4(b)(iii) will:
- (i) reflect the market-standard terms; and
 - (ii) have a pass down of the D&C Contract that is commensurate with market practice,
- for an agreement of the relevant size and nature of such contract.
- (d) Without limiting clause 8.4(a), Macquarie acknowledges that the Principal may elect to conduct a single source procurement in relation to a building management control system for Sydney Metro City and Southwest, including the Martin Place Metro Station.

9. MACQUARIE'S GENERAL OBLIGATIONS

9.1 All work included

Except as stated in this deed, Macquarie has allowed for the provision of all work and materials necessary for Macquarie's Activities, whether or not expressly mentioned in this deed. All such work and materials:

- (a) must be undertaken and provided by Macquarie at its own Cost;
- (b) form part of Macquarie's Activities and will not constitute a Variation; and
- (c) will not entitle Macquarie to make a Claim except as provided for in this deed.

9.2 Principal contractor

- (a) **(Definitions):** In this clause 9.2 and clause 9.4 the terms "principal contractor", "workplace", "construction work" and "construction project" have the same meanings assigned to those terms in the WHS Legislation. For the purposes of the WHS Legislation and this deed:
- (i) Macquarie's Activities; and
 - (ii) any construction work carried out on the Construction Site by:
 - (A) the OSD Developer under the OSD PDA;
 - (B) the Retail Lessee and Sub-Tenants;
 - (C) the Principal, Sydney Trains or a Rail Contractor; or
 - (D) any other person who:

(aa) Macquarie or the D&C Contractor invite onto, or otherwise agree may access, the Construction Site; or

(bb) is an Authority (other than the Principal),

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" (except for any TSE Works being undertaken by the TSE Contractor on the Macquarie Construction Site).

(b) (**Engagement as principal contractor**): Without limiting Macquarie's obligations under any other provision of this deed, the parties acknowledge and agree that under the D&C Side Deed, from the date on which Macquarie is given access to a part of the Principal Construction Site in accordance with this deed:

(i) to the extent that Macquarie's Activities or any Construction Site Interface Work includes construction work, the Principal:

(A) engages the Appointed Principal Contractor as the principal contractor in respect of Macquarie's Activities and the Construction Site Interface Work;

(B) authorises the Appointed Principal Contractor to have management and control of each workplace at which Macquarie's Activities and the Construction Site Interface Work is to be carried out and to discharge the duties of a principal contractor under the WHS Legislation;

(C) must give the Appointed Principal Contractor prior notice of any Rail Contractor undertaking Construction Site Interface Work before such Construction Site Interface Work commences (other than any person undertaking Construction Site Interface Work referred to in clause 9.2(a)(ii)(A), (a)(ii)(B) or (a)(ii)(D)); and

(D) must provide the Appointed Principal Contractor and Macquarie with executed deed polls in favour of the Appointed Principal Contractor in the form set out in Schedule D3 from each Rail Contractor engaged by the Principal undertaking Construction Site Interface Work (other than any person undertaking Construction Site Interface Work referred to in clause 9.2(a)(ii)(A), (a)(ii)(B) or (a)(ii)(D)); and

(ii) the Appointed Principal Contractor accepts the engagement as principal contractor and agrees to discharge the duties imposed on a principal contractor under the WHS Legislation and this deed.

(c) (**Period of engagement**): The Appointed Principal Contractor's engagement and authorisation as a principal contractor will continue until:

(i) in respect of each discrete part of the Third Party Works, the point in time when the relevant discrete part of the Third Party Works has been completed in accordance with clauses 30.7, 30.8 or 30.9 (as applicable);

(ii) in respect of Portion 1, the earlier of:

(A) the termination of this deed; and

(B) the Date of Construction Completion of Portion 1; and

- (iii) in respect of each other Portion, the earlier of:
 - (A) the termination of this deed; and
 - (B) the Date of Completion of the relevant Portion.
- (d) **(Authorisations and licences)**: Macquarie must:
 - (i) ensure that if any Law, including in the State or Territory in which the Project Works are situated or Macquarie's Activities are carried out (as the case may be) requires that:
 - (A) a person:
 - (aa) be authorised or licensed (in accordance with the WHS Legislation) to carry out any work at that workplace, that person is so authorised or licensed and complies with any conditions of such authorisation or licence; and/or
 - (bb) has prescribed qualifications or experience or, if not, is to be supervised by a person who has prescribed qualifications or experience (as defined in the WHS Legislation), that person has the required qualifications or experience or is so supervised; or
 - (B) a workplace, plant or substance (or design) or work (or class of work) be authorised or licensed, that workplace, plant or substance, or work is so authorised or licensed;
 - (ii) not direct or allow a person to carry out work or use plant or substance at a workplace unless the requirements of clause 9.2(d)(i) are met (including any requirement to be authorised, licensed, qualified or supervised); and
 - (iii) if requested by the Principal or required by the WHS Legislation, produce evidence of any approvals, certificates, authorisations, licences, prescribed qualifications or experience or any other information relevant to work health and safety (as the case may be) to the reasonable satisfaction of the Principal before Macquarie or a Subcontractor (as the case may be) commences such work.
- (e) **(If engagement not effective)**: If the engagement of an Appointed Principal Contractor as principal contractor under the D&C Side Deed is not effective for any reason, Macquarie agrees that it will ensure that the Appointed Principal Contractor exercises and fulfils the functions and obligations of the 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 9.2(b).
- (f) **(Indemnity)**: To the extent not prohibited by Law, Macquarie indemnifies the Principal from and against any Claims against the Principal, or Loss suffered or incurred by the Principal, arising out of or in any way in connection with the failure of:
 - (i) an Appointed Principal Contractor to exercise or fulfil the functions and responsibilities of the principal contractor under the WHS Legislation; or
 - (ii) Macquarie to comply with this clause 9.2, clause 9.3, clause 9.4 or with WHS Legislation, Rail Safety National Law, Rail Safety Regulations, Heavy Vehicle National Law or any other Law or provision of a Project Document concerning work health and safety.

9.3 **Protection of persons and property**

Macquarie must carry out Macquarie's Activities:

- (a) safely and in a manner that, insofar as is reasonably practicable, does not put the health or safety of persons at risk; and
- (b) in a manner that protects property.

9.4 **Work health and safety**

Macquarie must:

- (a) **(WHS Legislation)**: ensure that in carrying out Macquarie's Activities under this deed:
 - (i) it complies with all Laws, Codes of Practice and other requirements of this deed for work health, safety and rehabilitation management;
 - (ii) all Subcontractors comply with their respective obligations under all Laws, Codes of Practice and other requirements of this deed for work health safety and rehabilitation management; and
 - (iii) it complies with its obligation under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter;
- (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 arising out of, or in any way in connection with Macquarie's Activities;
- (d) **(assurances from Significant Subcontractors)**: institute systems to obtain regular written assurances from all Significant Subcontractors about their ongoing compliance with WHS Legislation, Codes of Practice and other requirements of this deed for work health safety and rehabilitation management;
- (e) **(assurances to the Principal)**: provide the Principal's Representative with the written assurances referred to in clause 9.4(d), together with written assurances from Macquarie about Macquarie's ongoing compliance with Laws, Codes of Practice and other requirements of this deed for work health safety and rehabilitation management;
- (f) **(report)**: provide the Principal's Representative with a written report of all work health safety and rehabilitation matters in connection with Macquarie's Activities as the Principal's Representative may require from time to time;
- (g) **(cooperate)**: consult, cooperate and co-ordinate its activities with the Rail Contractors and the Principal to ensure that all parties are able to comply with their respective obligations under the WHS Legislation;

- (h) (**duty**): carry out Macquarie's duties under the WHS Legislation to enable the Principal to discharge its duties under the WHS Legislation and other applicable Laws;
- (i) (**ensure the Principal does not breach WHS Legislation**): ensure that it does not do anything or fail to do anything that would cause the Principal to be in breach of the WHS Legislation, the Heavy Vehicle National Law or other Law concerning work health and safety;
- (j) (**Significant Subcontracts**): ensure that each Significant Subcontract includes provisions equivalent to clauses 9.2(d), 9.3 and this clause 9.4 and requiring the Significant Subcontractor to prepare a safety management plan in accordance with the requirements in clause 9.6(b);
- (k) (**safety leadership**): provide strong safety leadership and continuously promote safety as a core value;
- (l) (**SMPCH&SS**): comply with those parts of the Sydney Metro Principal Contractor Health and Safety Standard, as amended from time to time, that the Principal notifies Macquarie in writing that it must comply with as if it was a principal contractor for the purposes of that standard; and
- (m) (**Direction to cease work**): if there is an imminent risk to the health or safety of people or damage to property arising from Macquarie's Activities:
 - (i) the Principal's Representative may direct Macquarie to change its manner of working or to cease working; and
 - (ii) Macquarie must, at its Cost, comply with any direction by the Principal's Representative under this clause 9.4(m).

9.5 **Application of Sydney Metro Principal Contractor Health and Safety Standard**

Nothing in clauses 9.4(l), 9.6(b)(vi) or 9.6(c), requires Macquarie to be a principal contractor for the purposes of this deed or the WHS Legislation.

9.6 **Project Health and Safety Management Plan**

- (a) Macquarie acknowledges that preparation of the Project Health and Safety Management Plan in accordance with clause 7 is a condition precedent to the Principal's obligations under clause 17.2.
- (b) Without limiting any requirement of the WHS Legislation or this deed, the Project Health and Safety Management Plan must:
 - (i) set out in adequate detail the policies and procedures that will be implemented to manage Macquarie's Activities from a work health and safety perspective;
 - (ii) describe how Macquarie proposes to ensure that Macquarie's Activities are performed consistently with the WHS Legislation, Rail Safety National Law, Rail Safety Regulations, Heavy Vehicle National Law, Codes of Practice, Australian Standards and any other applicable Law;
 - (iii) address the matters specified in the WHS Legislation, Rail Safety National Law, Rail Safety Regulations, Heavy Vehicle National Law, Codes of Practice, Australian Standards and any other applicable Law;

- (iv) comply with the requirements applicable to a "Project WHS Management Plan" and "Project Safety Plan" set out in the New South Wales Government Work Health & Safety Management Systems and Auditing Guidelines (5th edition) (September 2013, updated May 2014) and the Office of the Federal Safety Commissioner's Audit Criteria Guidelines;
 - (v) comply with the requirements applicable to a "Work Health Safety Management Plan" or "Site Specific Safety Management Plan" set out in section 9 of the NSW Guidelines; and
 - (vi) comply with the requirements applicable to a "Safety Management Plan" set out in the Sydney Metro Principal Contractor Health and Safety Standard (SM PS-ST-221), as amended from time to time.
- (c) Without limiting clause 7, Macquarie must:
- (i) continue to correct any defects in or omissions from the Project Health and Safety Management Plan (whether identified by the Principal's Representative or Macquarie); and
 - (ii) regularly review and, as necessary, revise the Project Health and Safety Management Plan in accordance with the WHS Legislation, Rail Safety National Law, Rail Safety Regulations, Heavy Vehicle National Law and any other Law concerning work health and safety, applicable Codes of Practice and the Sydney Metro Principal Contractor Health and Safety Standard, as amended from time to time,

and submit any amended draft of its Project Health and Safety Management Plan (or, where the non-compliance relates only to (i) the head-plan, (ii) one or more sub-plans, or (iii) the head-plan and one or more sub-plans (in each case the "**affected plans**"), submit a revised version of the affected plans) to the Principal's Representative, after which clauses 7.3, 7.5 and 7.7 will reapply to the revised Project Health and Safety Management Plan or affected plans (as applicable).

- (d) Macquarie must document and maintain detailed records of inspections or audits undertaken as part of the Project Health and Safety Management Plan.
- (e) Macquarie must carry out Macquarie's Activities in accordance with, and otherwise implement, the latest Project Health and Safety Management Plan.
- (f) Macquarie acknowledges and agrees that:
 - (i) the Principal will update the Sydney Metro Principal Contractor Health and Safety Standard from time to time, including to address work health and safety issues relating to Macquarie's Activities and the Sydney Metro City & Southwest; and
 - (ii) subject to clause 39, Macquarie will not be entitled to make, and the Principal will not be liable on, any Claim arising out of or in any way in connection with:
 - (A) any update or amendment to the Sydney Metro Principal Contractor Health and Safety Standard; or
 - (B) 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 TfNSW or the Principal or an Associate of TfNSW or the Principal).

9.7 Rail Safety

- (a) Without limiting any other clause in this deed, Macquarie must:
 - (i) comply with (and procure that its Associates comply) with:
 - (A) the Rail Safety National Law and Rail Safety Regulations; and
 - (B) the Principal's reasonable requirements in relation to rail safety; and
 - (ii) 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 or any other railway.
- (b) Macquarie must ensure that it does not do anything or fail to do anything that would cause the Principal, TfNSW any of the Principal's Associates to be in breach of the Rail Safety National Law or the Rail Safety Regulations.
- (c) Macquarie acknowledges that:
 - (i) Macquarie's Activities and the Project Works are being undertaken for the purpose of constructing a railway;
 - (ii) TfNSW and/or the Principal (as applicable) hold accreditation under the Rail Safety National Law as a Rail Infrastructure Manager; and
 - (iii) to the extent that Macquarie's Activities comprise Railway Operations, for the purposes of the Rail Safety National Law it carries out such Macquarie's Activities for and on behalf of the Principal under TfNSW's Accreditation and/or the Principal's Accreditation (as applicable).
- (d) In carrying out any part of the Project Works and Temporary Works which require Accreditation as a Rail Infrastructure Manager, Macquarie:
 - (i) must comply with all conditions of TfNSW's Accreditation and/or the Principal's Accreditation (as applicable) as a Rail Infrastructure Manager and the Principal's Safety Management System;
 - (ii) carry out the Project Works so as not to put TfNSW and/or the Principal in breach of its obligations as a Rail Infrastructure Manager under the Rail Safety National Law and the Rail Safety Regulations;
 - (iii) must not do anything (or fail to do anything) which jeopardises TfNSW's Accreditation and/or the Principal's Accreditation (as applicable), except to the extent required by Law; and
 - (iv) must ensure that its Subcontractors engaged in or in connection with the Project Works or Temporary Works, comply with Macquarie's obligations under this clause 9.7 as if those obligations had been imposed directly upon those Subcontractors.
- (e) Macquarie must liaise and co-operate with the Principal, TfNSW, the Operator and any other Public Transport Agency and provide any reasonable assistance and documentation that the Principal, TfNSW, the Operator or any Public Transport Agency may require in relation to safety matters, TfNSW's Accreditation and/or the Principal's Accreditation (as applicable) and its obligations under the Rail Safety National Law and Rail Safety Regulations, including in relation to the Operator obtaining or extending its accreditation under the Rail Safety National Law.

- (f) To the extent that, in carrying out Macquarie's Activities, Macquarie carries out any Railway Operations for which accreditation is required under the Rail Safety National Law and which are not permitted by TfNSW's Accreditation and/or the Principal's Accreditation (as applicable), Macquarie must ensure that the necessary accreditation or other Approval required is obtained to enable it to comply with all applicable Law.
- (g) Macquarie acknowledges that the Operator will be reliant upon information and documentation received from Macquarie to obtain or extend its accreditation under the Rail Safety National Law.
- (h) Without limiting clause 9.7(e), Macquarie must provide the Principal with copies of all notices, reports and other correspondence given to or received by Macquarie or its Associates under or in connection with the Rail Safety National Law and Rail Safety Regulations:
 - (i) relating to Macquarie's Activities or the Project Works; or
 - (ii) which may adversely affect the ability of Macquarie to perform Macquarie's Activities,

promptly after such notices are given or received (but in any event no later than 5 Business Days after they are given to or received by Macquarie or its Associate).
- (i) Without limiting clause 9.7(f), Macquarie must ensure that all persons engaged by Macquarie (or any Associate of Macquarie) in or in connection with the Project Works:
 - (i) are competent to carry out the work for which they are engaged for the purposes of section 52 of the Rail Safety National Law; and
 - (ii) comply with their obligations under the Rail Safety National Law (including under section 56 of the Rail Safety National Law).
- (j) Macquarie must ensure that it and its Associates:
 - (i) promptly gives all Investigative Authorities such access to premises and information as any Investigative Authority lawfully requests, within the time requested;
 - (ii) co-operates with and responds to any lawful requests made by any Investigative Authority, within the time requested;

does not hinder or delay any Investigative Authority in carrying out its duties.
- (k) Nothing in clause 9.7(j) is deemed to be a waiver of rights in respect of privileged information.
- (l) Compliance by Macquarie with its obligations under this clause does not discharge Macquarie from complying with its other obligations under this deed and is not evidence of compliance by Macquarie with its other obligations under this deed.
- (m) The parties acknowledge that the Principal has provided copies of TfNSW's Accreditation and/or the Principal's Accreditation (as applicable) dated 1 July 2018 to Macquarie prior to the Commencement Date.
- (n) The Principal must ensure that any amendment or update to the Principal's Accreditation (as applicable), to the extent that the amendment or update is

relevant to Macquarie's Activities, is provided to Macquarie within 20 Business Days of the relevant amendment or update.

9.8 **Engineering Authorisation and ASA compliance**

- (a) Macquarie represents and warrants that if it or any of its Subcontractors will carry out Asset Lifecycle Services, they are an AEO and have obtained ASA Authorisation to carry out the Asset Lifecycle Services.
- (b) Without limiting or otherwise restricting clause 9.8(c) and clause 9.8(d), Macquarie must:
 - (i) ensure that ASA Authorisation to carry out the Asset Lifecycle Services is held and maintained for so long as Macquarie's Activities are carried out; and
 - (ii) on and from the date that ASA Authorisation was granted, comply (and must ensure that its Subcontractors and all personnel for which Macquarie is responsible comply) with the conditions of the applicable ASA Authorisation.
- (c) Macquarie must (and must ensure that its Subcontractors and all personnel for which Macquarie is responsible):
 - (i) implement and comply with any ASA Requirements applicable to the Asset Lifecycle Services;
 - (ii) immediately notify the Principal's Representative in writing of any non-compliance with this clause 9.8;
 - (iii) co-operate fully with the ASA in the performance of the ASA's functions;
 - (iv) provide access to premises and resources that are within Macquarie's control as reasonably required by the ASA, including so that the ASA can effectively carry out its review, surveillance and audit functions;
 - (v) comply with the Directions, instructions and requirements issued by the ASA;
 - (vi) notify the ASA of any matter that arises out of or in connection with Macquarie's Activities that could reasonably be expected to affect the exercise of the ASA's functions promptly after Macquarie becomes aware of it;
 - (vii) provide the ASA with any information relating to its activities or any documents or other things reasonably required by the ASA in the context of Macquarie's Activities in the exercise of its functions; and
 - (viii) provide the Principal with such reasonable assistance as may be reasonably required by the Principal to enable the Principal to co-operate fully with the ASA and to implement and comply with ASA Requirements.
- (d) Subject to clauses 23, 24, 35, 37, 39, Macquarie acknowledges and agrees that it is not entitled to make (and neither the Principal, TfNSW nor the ASA will be liable upon) any Claim arising out of or in connection with the performance of any of its obligations under this clause 9.8.

9.9 **Performance of Macquarie's Activities**

- (a) In performing Macquarie's Activities, Macquarie must:

- (i) in respect of Construction Plant used in performing Macquarie's Activities:
 - (A) use any Construction Plant which this deed prescribes or otherwise requires Macquarie to use including any Construction Plant referred to in a Project Plan;
 - (B) ensure such Construction Plant complies with, and is maintained by Macquarie in accordance with, all relevant Laws;
 - (C) provide the Principal's Representative, upon request, written details of the name and address of the owner of such Construction Plant (where such owner is not Macquarie) held or used by Macquarie under an agreement with the owner of the Construction Plant;
 - (ii) act in a timely and expeditious manner;
 - (iii) once it has commenced any construction activities on the Construction Site, regularly and diligently proceed with the construction of the Project Works and take all steps reasonably available to it (including re-sequencing and re-scheduling the commencement of other Macquarie's Activities) to minimise any disruption to, impact on the performance of Macquarie's Activities on, or compromising the safety of other users of:
 - (A) the Existing Operations;
 - (B) Local Areas; or
 - (C) Services;
 - (iv) give priority to the safety of persons and vehicles using the Existing Operations or otherwise affected by the performance of Macquarie's Activities (to the extent necessary, prioritising the safety of persons over the safety of vehicles); and
 - (v) act in accordance with Good Industry Practice.
- (b) Macquarie warrants that it will perform Macquarie's Activities using the workmanship and Construction Materials required by this deed and which are fit for their intended purposes.
 - (c) Macquarie must take all reasonable precautions to avoid obstruction and damage to any property (including the property of the Principal) and Services arising out of the performance of Macquarie's Activities.
 - (d) In performing Macquarie's Activities, Macquarie must:
 - (i) prevent nuisance (except to the extent arising solely as a result of the existence or location of Martin Place Metro Station) and unreasonable noise, dust, vibration and disturbances; and
 - (ii) not interfere with the passage of people and vehicles, access to any premises, car parks, roads or pedestrian ways or the operations or activities carried out on or adjacent to the Construction Site, except to the extent that such interference is required for purposes of public health or safety or is not reasonably avoidable or is permitted by legislation.

9.10 **Control of traffic**

Macquarie:

- (a) is responsible for the control, direction and protection of all road and pedestrian traffic, in any way affected by the carrying out of Macquarie's Activities;
- (b) must manage all such traffic to ensure:
 - (i) its continuous, safe and efficient movement;
 - (ii) the traffic carrying capacity of Local Areas is maintained; and
 - (iii) that any delays and disruptions to road traffic and the movement of road traffic are kept to an absolute minimum;
- (c) must at all times comply with the Construction Environmental Management Plan and the requirements of the SWTC and any Third Party Agreement in respect of road traffic management and safety; and
- (d) must comply with the Directions of any relevant Authority and the Principal's Representative with respect to such management.

9.11 **Industrial relations**

Macquarie must, in performing Macquarie's Activities:

- (a) assume sole responsibility for and manage all aspects of industrial relations;
- (b) comply with its Workplace Relations Management Plan;
- (c) comply with the NSW Code and NSW Guidelines in respect of industrial relations; and
- (d) keep the Principal fully and promptly informed of all industrial relations problems or issues which materially affect or are likely to materially affect the carrying out of Macquarie's Activities.

9.12 **Workforce development and industry participation**

- (a) Macquarie must:
 - (i) ensure that workforce development is addressed throughout the performance of Macquarie's Activities;
 - (ii) comply with the workforce development requirements set out in Appendix 50b to the SWTC;
 - (iii) achieve the "Workforce Development and Industry Participation Outputs" required by Appendix 50b to the SWTC; and
 - (iv) develop, implement and maintain a Workforce Development and Industry Participation Plan in accordance with the requirements in Appendix 50b to the SWTC.
- (b) Without limiting clause 9.12(a), Macquarie must:
 - (i) at all times comply with the requirements of the Workforce Development and Industry Participation Plan and the Aboriginal Participation Plan that Macquarie is permitted to use in accordance with clause 7.7;
 - (ii) cooperate with the Principal and provide any assistance or documentation that the Principal may reasonably require in relation to the implementation

of its workforce development and industry participation initiatives for Sydney Metro City & Southwest;

- (iii) attend and participate in working groups and forums established by the Principal in relation to its workforce development and industry participation initiatives for the Project;
- (iv) maintain records evidencing Macquarie's compliance with the requirements of Appendix 50b to the SWTC; and
- (v) make available all records maintained in accordance with clause 9.12(b)(iv) to the Principal or its nominees.

9.13 **Australian Jobs Act**

Macquarie must:

- (a) take reasonable steps, and must ensure that its Subcontractors take reasonable steps, to ensure that Australian companies have full, fair and reasonable opportunities to bid for the supply of key goods and services that Macquarie requires in order to perform Macquarie's Activities; and
- (b) without limiting clause 5.1, cooperate with the Principal in relation to:
 - (i) compliance with the requirements of the *Australian Jobs Act 2013* (Cth); and
 - (ii) the implementation of the Sydney Metro Australian Industry Participation Plan.

9.14 **Community relations**

Macquarie:

- (a) acknowledges that:
 - (i) the areas where the Project 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 Project; and
- (b) must manage and participate in all community relations and involvement programs and activities as:
 - (i) required by this deed (including Appendix 51 to the SWTC);
 - (ii) required by any relevant Approval or Authority;
 - (iii) contained in the Community Communications Strategy; or
 - (iv) reasonably required by the Principal from time to time.

9.15 **Personnel**

- (a) Macquarie must provide experienced and skilled personnel to perform Macquarie's obligations under this deed.
- (b) Macquarie must notify the Principal within 4 months after Financial Close, of the names and experience of the personnel to be employed by Macquarie or the D&C

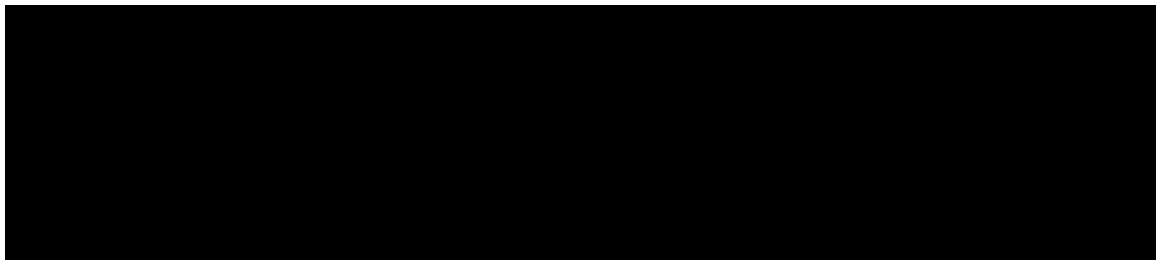
Contractor in the positions set out in Schedule A9 for the Principal's approval (which must not be unreasonably withheld).

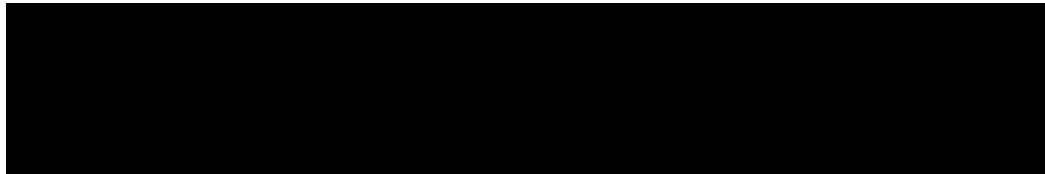
- (c) Macquarie must:
 - (i) employ, and ensure that the D&C Contractor employs, those personnel approved by the Principal under clause 9.15(b) in the positions specified in Schedule A9 for which they are approved;
 - (ii) if any of the personnel referred to in clause 9.15(c)(i):
 - (A) die;
 - (B) become seriously ill;
 - (C) resign from the employment of Macquarie or the D&C Contractor; or
 - (D) become the subject of a direction under clause 9.15(e),replace them with personnel of at least equivalent experience, ability and expertise.
- (d) The personnel referred to in clause 9.15(c)(i) must:
 - (i) carry out the functions and be given the authorities and responsibilities specified for them in this deed; and
 - (ii) otherwise be available for consultation with the Principal's Representative when the Principal's Representative reasonably requires.
- (e) The Principal's Representative may, acting reasonably, direct Macquarie to remove any person from the performance of Macquarie's Activities.
- (f) Macquarie must ensure that any person the subject of a direction under clause 9.15(e) is not again involved in the performance of Macquarie's Activities.

9.16 **Services**

- (a) Macquarie:
 - (i) is solely responsible for obtaining, paying for, contracting for the provision of, acquiring or otherwise procuring or providing any Services and all connections for such Services (including electricity) it requires to perform Macquarie's Activities;
 - (ii) must investigate, protect, relocate, remove, modify, disconnect, support and reinstate and provide for all Services necessary for it to comply with its obligations under the Project Documents;
 - (iii) must not, without the Principal's Representative's prior written consent, obtain any Services or connect any Services to the Project Works that are not necessary to allow Macquarie to carry out Macquarie's Activities;
 - (iv) must obtain the Principal's Representative's prior written consent (such consent not to be unreasonably withheld or delayed) in respect of any new connections for Services or changes or modifications to existing connections for Services;

- (v) must consult with and keep the Principal fully informed as to Macquarie's dealings with the Authorities providing the Services;
- (vi) must ensure there are no unplanned disruptions to the Services caused by Macquarie or its Associates in carrying out Macquarie's Activities and must ensure that any planned disruptions to the Services are minimised and that otherwise no Services are damaged, destroyed, disconnected, disrupted, interfered with or interrupted by reason of the performance of Macquarie's Activities;
- (vii) must ensure that maintenance points for Services are located within the Project Site in a location approved by the Principal's Representative in writing (such approval not to be unreasonably withheld or delayed);
- (viii) subject to clause 9.16(d)(i), assumes the risk of the existence, location, condition and availability of Services (in so far as they affect Macquarie's Activities); and
- (ix) must, to the extent not prohibited by law, indemnify the Principal from and against any Claims against the Principal, or Loss suffered by the Principal arising out of or in connection with:
 - (A) any damage to, disconnection or destruction of, disruption to or interference with or interruption to, any Service arising out of or in connection with:
 - (aa) a failure by Macquarie to comply with any obligations under this deed; or
 - (bb) any act or omission of Macquarie or its Associates which was undertaken fraudulently, recklessly, unlawfully, negligently or maliciously; or
 - (B) a failure by Macquarie to comply with any obligations under this deed with respect to the Services or the Service Works.
- (b) Macquarie is responsible for, and assumes the risk of all additional work, increased Costs and any other Loss, delay or disruption (including any delay in achieving Milestone Achievement of a Milestone or Construction Completion or Completion of a Portion) it suffers or incurs arising out of or in any way in connection with the existence, location, condition and availability of all Services required for the execution of Macquarie's Activities.
- (c) Macquarie must obtain the prior consent of the Principal (such consent not to be unreasonably withheld or delayed) in relation to:
 - (i) any proposal to construct any infrastructure in connection with the Services outside the Project Site; and
 - (ii) the exact location of any infrastructure in connection with the Services within or outside of the Project Site.





9.17 **Project Documentation**


- (a) Macquarie warrants that the Project Documentation will be fit for its purposes.
- (b) For the purposes of this clause 9.17, the Project Documentation does not include any documentation prepared by or on behalf of any Rail Contractor.

9.18 **Sustainability**

- (a) Macquarie must comply with the sustainability requirements set out in the SWTC, including those in section 5.8 of the SWTC and Appendix 50a to the SWTC.
- (b) Without limiting clause 9.18(a), Macquarie must achieve from the Green Building Council of Australia (GBCA) a "Green Star Design and As Built tool: Sydney Metro v1.1" rating of at least 5 stars no later than 18 months after Completion of the last Portion to achieve Completion.
- (c) Without limiting Macquarie's obligations under this clause 9.18, the Principal must use reasonable endeavours to assist Macquarie to comply with its obligations under Appendix 50a of the SWTC.

10. **INTERFACE WITH RAIL CONTRACTORS**

10.1 **Rail Contractors**

- (a) The parties acknowledge that, as at the Commencement Date, the Principal anticipates that:
 - (i) the Rail Contractors to be engaged by the Principal will comprise the TSE Contractor and the Follow-on Contractors; and
 - (ii) the Follow-on Contractors to be engaged by the Principal will comprise a Line-wide Contractor, an Operator and an ETS Contractor.
- (b) Where the Principal engages a Follow-on Contractor other than those Follow-on Contractors referred to in clause 10.1(a)(ii), if such Follow-on Contractor is engaged to carry out Line-wide Works, that Contractor shall be treated as a Line-wide Contractor for the purposes of 

10.2 **Cooperation and Integration Deeds**

- (a) Macquarie must:
 - (i) within 5 Business Days after receipt of a request from the Principal, provide to the Principal:
 - (A) the TSE Cooperation and Integration Deed; and
 - (B) each Follow-on Contractor Cooperation and Integration Deed, each duly executed by Macquarie and, in relation to the Follow-on Contractor Cooperation and Integration Deed, by the D&C Contractor in the number of counterparts required by the Principal; and

- (ii) at all relevant times, comply with (and procure that the D&C Contractor complies with):
 - (A) the terms of the TSE Cooperation and Integration Deed and each Follow-on Contractor Cooperation and Integration Deed; and
 - (B) without limiting any other obligation under this deed, the SWTC and Appendix 64 to the SWTC.
- (b) The Principal must within 20 Business Days of issuing a request referred to in clause 10.2(a):
 - (i) procure that the TSE Contractor executes the TSE Cooperation and Integration Deed; and
 - (ii) subject to clause 10.2(c), procure that each Follow-on Contractor and Rail Contractor (other than TSE) executes the Follow-on Contractor Cooperation and Integration Deed; and
 - (iii) execute the TSE Cooperation and Integration Deed and each Follow-on Contractor Cooperation and Integration Deed.
- (c) In relation to the ETS Contractor, the Principal must use reasonable endeavours to procure that the ETS Contractor executes the Follow-on Contractor Cooperation and Integration Deed within 20 Business Days of issuing a request referred to in clause 10.2(a).
- (d) The parties acknowledge and agree that, to the extent there is an inconsistency between the TSE Cooperation and Integration Deed and this deed, the relevant provisions of this deed will prevail.
- (e) The parties acknowledge and agree that a breach of a Project Cooperation and Integration Deed by the D&C Contractor or Macquarie's Associates which are party to the Project Cooperation and Integration Deeds will be taken to be a breach by Macquarie of this deed, other than for the purposes of clause 43.1 and clause 45.1.
- (f) The parties acknowledge and agree that the Principal must invite the D&C Contractor to attend meetings of the "Cooperation and Integration Control Group" (as that term is defined in the TSE Cooperation and Integration Deed) held in accordance with clause 3.1 of the TSE Cooperation and Integration Deed given the D&C Contractor is not a party to the TSE Cooperation and Integration Deed.

10.3 Cooperation and coordination with Rail Contractors

Without limiting Macquarie's obligations under the TSE Cooperation and Integration Deed and each Follow-on Contractor Cooperation and Integration Deed but subject to and without limiting clause 23, Macquarie:

- (a) acknowledges that:
 - (i) the Rail Contractors' Work forms part of Sydney Metro City & Southwest;
 - (ii) Macquarie's Activities interface with the Rail Contractors' Activities;
 - (iii) Rail Contractors will be executing work on parts of the Construction Site or Extra Land, or adjacent to the Construction Site or Extra Land, at the same time as Macquarie is performing Macquarie's Activities (provided that the TSE Contractor will only be executing TSE Defect rectification work on the

Construction Site at the same time that Macquarie is performing Macquarie's Activities on the relevant parts of the Construction Site);

- (iv) the Principal may grant the Rail Contractors a non-exclusive licence to use and occupy the Construction Site to carry out the Rail Contractors' Activities (provided that any such licence granted to the TSE Contractor at the same time as Macquarie is performing Macquarie's Activities will be limited to the purpose of TSE Defect rectification work on the relevant parts of the Construction Site);
 - (v) without limiting clause 20.13, it may require certain design and work methodology from Rail Contractors to coordinate the design of the Project Works and Temporary Work with the Rail Contractors' Work;
 - (vi) Rail Contractors may require Macquarie to provide design and work methodology information to them to coordinate the design of the Rail Contractors' Work with the Project Works and the Temporary Works, and this must be provided in a timely manner by Macquarie; and
 - (vii) any delay in the performance of Macquarie's Activities or in Macquarie providing information to, or cooperating and coordinating with, any Rail Contractor may adversely impact upon, delay or disrupt any one or more Rail Contractors or Macquarie's Activities in a way which may lead to the Principal suffering or incurring additional Costs, Losses and damages; and
- (b) must at all times:
- (i) permit the Rail Contractors (if Macquarie's consent or authority is required) to execute the Rail Contractors' Work on the applicable parts of the Construction Site or Extra Land or on any property adjacent to or in the vicinity of the Construction Site or Extra Land:
 - (A) at the same time as Macquarie is performing Macquarie's Activities; and
 - (B) at the times agreed with the relevant Rail 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 Rail Contractor has safe, clean and clear access to those parts of the Construction Site or Extra Land, or property adjacent to or in the vicinity of the Construction Site or Extra Land (to the extent that Macquarie is occupying or carrying out Macquarie Activities in those areas), required by that Rail Contractor for the purpose of carrying out their work (subject to, where the relevant Rail Contractor is carrying out Construction Site Interface Work, the Rail Contractor engaged by the Principal for such Construction Site Interface Work executing a deed poll in favour of Macquarie and the Appointed Principal Contractor in the form set out in Schedule D3);

- (ii) take all reasonable steps to protect the Project Works, Temporary Works and other improvements on the Construction Site or Extra Land from accidental damage by Rail Contractors and allow to the extent necessary (as determined by the Principal, acting reasonably in the context of the Sydney Metro City & Southwest project as a whole) goods and equipment supplied by Rail Contractors to be received and stored on the Construction Site;

- (iii) fully co-operate with the Rail Contractors, and do everything reasonably necessary to:
 - (A) facilitate the execution of work by the Rail Contractors, including providing each Rail Contractor with such assistance as may be directed by the Principal's Representative; and
 - (B) without limiting clause 20.13, ensure the effective coordination of the design and construction of the Project Works and the Temporary Works with the design and construction of the Rail Contractors' Work;
- (iv) carefully coordinate and interface Macquarie's Activities with the Rail Contractors' Work and for this purpose:
 - (A) make reasonable allowance in its programs for the Rail Contractors' Work;
 - (B) review all programs provided by Rail Contractors and confirm that they adequately allow for Macquarie's Activities and the interfaces between the Rail Contractors' Work and Macquarie's Activities;
 - (C) monitor the progress of the Rail Contractors' Work;
 - (D) notify the Principal's Representative of any interface or sequence of activities that may affect the commencement or progress of the Project Works, Milestone Achievement of a Milestone or Construction Completion or Completion of a Portion; and
 - (E) provide the Rail Contractors with sufficient information about the current and expected Macquarie's Activities to assist them to coordinate the Rail Contractors' Work with Macquarie's Activities;
- (v) cooperate, meet with, liaise and share information so that Macquarie and the relevant Rail Contractor each comply with the provisions of the relevant EPL (if applicable);
- (vi) perform Macquarie's Activities so as to minimise any interference with or disruption or delay to the Rail Contractors' Work;
- (vii) be responsible for coordinating Macquarie's Activities, including work sequencing, construction methods, safety and industrial relations matters, with those affecting, and influenced by, the Rail Contractors' personnel and work, including providing to the Principal's Representative copies of work method statements for those parts of the Project Works or Temporary Works which are adjacent to or interface with any Rail Contractors' Work, at least 15 Business Days prior to commencing the work described in the work method statement;
- (viii) work directly with Rail Contractors where required to complete the design of the Project Works and Temporary Works and provide all necessary information to Rail Contractors in respect of the Project Works and Temporary Works to permit the Rail Contractors to complete the design of the Rail Contractors' Works so that they are acceptable to the Principal and otherwise comply with this deed, including the SWTC;
- (ix) attend interface coordination meetings chaired by the Principal's Representative with Rail Contractors and others each 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;

(x) when information is required from a Rail Contractor, provide reasonable written notice to that Rail Contractor requesting that information and specifying the date by which such information is required, which must be:

(A) as soon as reasonably practicable but in any event within 10 days after the date of the notice; or

(B) if a longer period for the provision of information is required by the SWTC, the date that period expires,

with a copy to the Principal's Representative;

(xi) ensure that any written notice given under clause 10.3(b)(vii) or (x) provides the Rail Contractor with the longest possible time for the provision of the information;

(xii) when any information is requested by Rail Contractors relating to Macquarie's Activities, the Project Works or the Temporary Works, including confirming the compatibility or suitability of the design of, work methods to be used in, or any other aspect of, the Rail Contractors' Work with the Project Works, Temporary Works or Macquarie's Activities:

(A) provide the information to the Rail Contractor, with a copy to the Principal's Representative, within the time requested by the Rail Contractor (or, if the time requested by the Rail Contractor is not reasonable, within a reasonable period of time); and

(B) to the extent the information is prepared by, or otherwise the responsibility of, Macquarie, DevCo or the D&C Contractor, ensure and warrant (as at the date the information is provided) that the information provided is accurate; and

(xiii) use its best endeavours to resolve any problems, and work closely and iteratively, with Rail Contractors, including providing design options, iterations, and 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, Rail Contractors;

(D) the compatibility of the Project Works and Temporary Works with the Rail Contractors' Work;

(E) coordination in accordance with this clause 10.3(b); and

(F) technical issues with the information provided to, or received from, Rail Contractors; and

(c) must promptly advise the Principal's Representative of all matters arising out of the liaison with Rail Contractors that may involve a change to design or construction of the Project Works or Temporary Works or otherwise have an adverse effect upon Macquarie's Activities.

- (d) The Principal undertakes to Macquarie that the Principal will procure that conditions similar to those in this clause 10.3 applying to Macquarie will apply to all Rail Contractors engaged by the Principal that are working on the Construction Site.
- (e) The parties acknowledge and agree that:
 - (i) clause 10.3(b)(i) only applies to the TSE Contractor in respect of TSE Defect rectification work by the TSE Contractor; and
 - (ii) clause 10.3(b)(iv)(A) does not apply in respect of the TSE Contractor.

10.4 **Line-wide Contractors' design team meetings**

The Principal must:

- (a) notify Macquarie of, and provide Macquarie with a reasonable opportunity to attend, meetings of the Line-wide Contractors' design teams to the extent those meetings are relevant to the Project Works and Temporary Work; and
- (b) give Macquarie:
 - (i) the agenda for each such meeting within a reasonable time prior to each meeting; and
 - (ii) the minutes of each such meeting within a reasonable time after each meeting,

if such documents are submitted by the Line-wide Contractors to the Principal.

10.5 **Disputes between Macquarie and Rail Contractors**

- (a) If, despite Macquarie having complied with all of its obligations in clause 10.3(b), Macquarie and any Rail Contractor fail to resolve any interface issue or dispute between them, Macquarie must promptly give the Principal's Representative written notice of any interface issue or dispute with any Rail Contractor (with a copy to the Rail Contractor).
- (b) Following receipt of Macquarie's notice under clause 10.5(a):
 - (i) the Principal's Representative must convene a meeting between Macquarie, the relevant Rail 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 Macquarie and the Rail Contractor to resolve the issues or dispute; and
 - (iii) Macquarie must work in good faith with the Principal's Representative and the Rail Contractor to resolve the issues or dispute.

10.6 **Indemnity**

Without limiting clause 10.7, Macquarie indemnifies the Principal from and against any Claims against the Principal, or Loss suffered or incurred by the Principal, arising out of or in any way in connection with a breach of this clause 10 by Macquarie.

10.7 **No Claims arising out of Rail Contractors' Work**

Macquarie:

- (a) acknowledges and agrees that:
 - (i) except to the extent expressly provided in this deed, no act or omission by a Rail Contractor will, whether or not it causes any delay, disruption or interference to Macquarie's Activities, constitute an Act of Prevention or direction by the Principal to carry out a Variation; and
 - (ii) subject to clauses 23.9 and 24 and except where the Principal's Representative directs a Variation, the Principal will not be liable upon any Claim by Macquarie arising out of or in any way in connection with:
 - (A) any Rail Contractor carrying out Rail Contractors' Work; or
 - (B) any act or omission of a Rail Contractor;
 - (iii) the Rail Contractors will require access to the Construction Site in order to perform their obligations under their respective contracts with the Principal; and
 - (iv) the SDD Program will accommodate requirements for design iterations as part of the Rail Contractors' Work and incorporate the requirements specified in clause 3.4(a) and clause 3.4(b) of each of the Follow-on Contractor Cooperation and Integration Deeds; and
- (b) warrants that the SDD Program contains sufficient allowances for the assumption by Macquarie of the obligations and risks under clause 10.3 and this clause 10.7, including the cost of all the design iterations required to accommodate Rail Contractors' Work.

10.8 **Excusable Causes of Delay**

Macquarie's entitlement to an extension of time, Delay Costs and [REDACTED] in relation to the Compensation Events referred to in paragraphs (c), (g), (j) and (k) of the definition of Compensation Event will be reduced to the extent that Macquarie's non-compliance with:

- (a) a Project Cooperation and Integration Deed;
- (b) the interface management requirements in the SWTC, and particularly Appendix 64 to the SWTC; or
- (c) its obligations under a Project Document or the OSD PDA in connection with the Rail Contractors, the TSE Works and any TSE Defects,

increased the length of any delay caused by the Compensation Event.

10.9 **Interface Management Services**

- (a) Macquarie must:
 - (i) subject to clause 29.2, perform the Interface Management Services from Financial Close until Completion of the last Portion to achieve Completion; and
 - (ii) perform the Interface Management Services:
 - (A) in accordance with:
 - (aa) the SWTC;

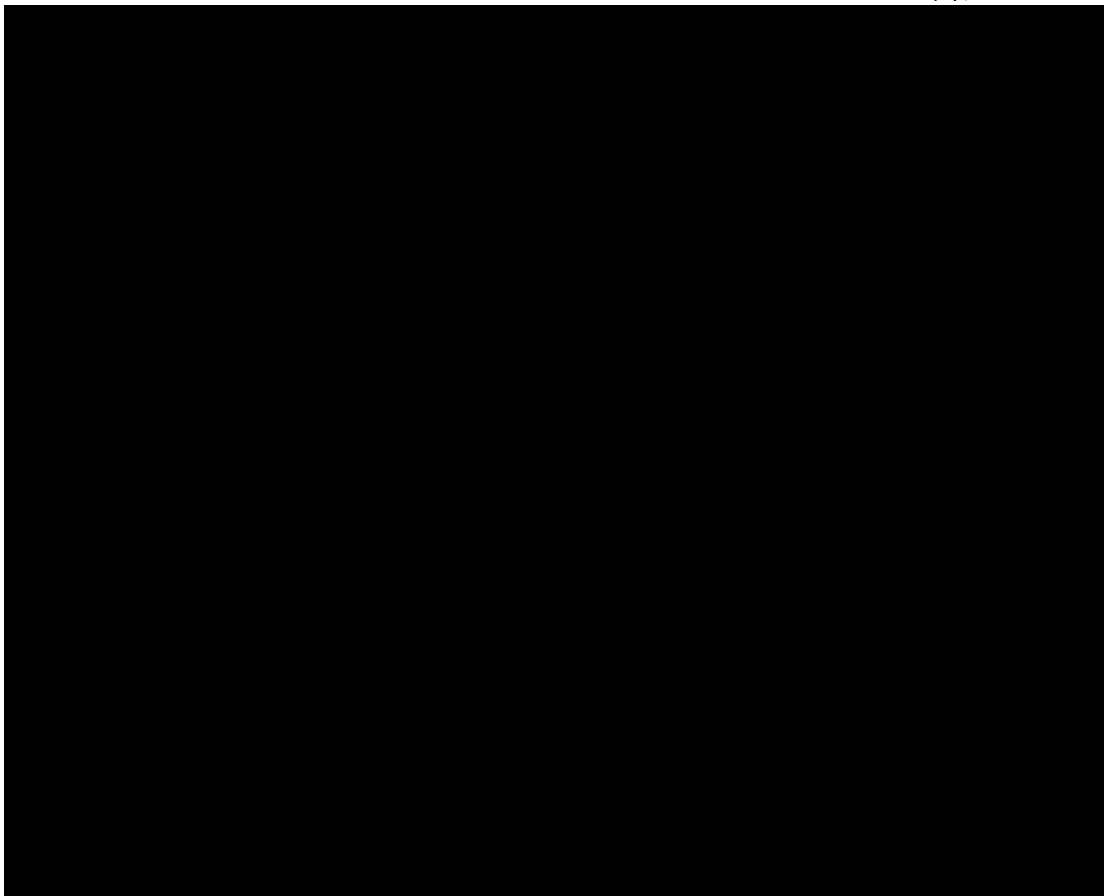
- (bb) Schedule A6;
 - (cc) any applicable Laws and Approvals; and
 - (dd) Good Industry Practice; and
- (B) in an efficient and cooperative manner; and
- (iii) allocate such resources and staff as is necessary to enable the due and proper performance of the Interface Management Services.
- (b) Subject to the remainder of this clause 10.9, the Principal must pay Macquarie the costs reasonably incurred by Macquarie each month in the performance of the Interface Management Services prior to the Last Date of Completion in accordance with clause 34.
- (c) Any claim for payment submitted by Macquarie pursuant to clause 34 in relation to Interface Management Services performed prior to the Last Date of Completion:
 - (i) must be calculated in a manner consistent with the information provided under clause 10.9(e) and required in accordance with Appendixes 56 and 64 to the SWTC and Schedule A6; and
 - (ii) must not include payment for services being performed by Macquarie that do not directly arise out of the carrying out of the services required in accordance with Appendixes 56 and 64 to the SWTC and Schedule A6,

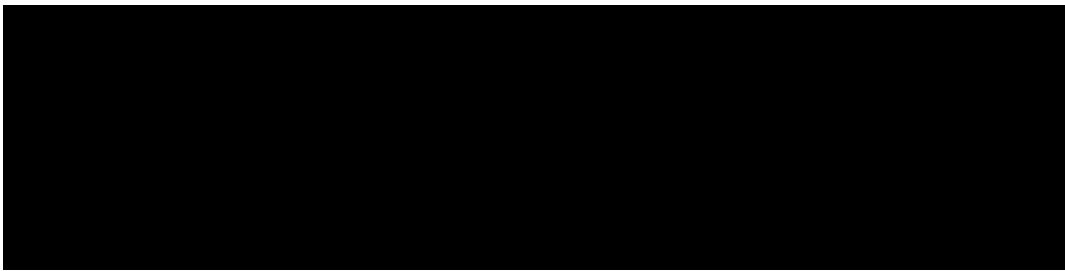
and payment by the Principal of any costs claimed in such payment claims will only be made to the extent it is substantiated under clause 10.9(e).
- (d) The parties acknowledge and agree that the Principal is not obliged to pay Macquarie any of the amounts specified in the Cost Forecast Schedule other than where such amounts are payable pursuant to clause 10.9(c).
- (e) Without limiting clause 34.2(c), Macquarie must provide to the Principal a report detailing:
 - (i) the aggregate hours spent by Macquarie's personnel in performing the relevant Interface Management Services during the relevant month;
 - (ii) the details of the Interface Management Services performed in the relevant month and the costs for such services, including reference to the Cost Forecast Schedule;
 - (iii) the connection between the Interface Management Services performed and the requirements of Appendix 56 and Appendix 64 to the SWTC and Schedule A6; and
 - (iv) such other information as the Principal may reasonably require from time to time,

with every payment claim referred to in clause 10.9(c).
- (f) The parties acknowledge and agree that the total of all payments to Macquarie in respect of Interface Management Services performed by Macquarie prior to the Last Date of Completion must not exceed the IMS Cap.

10.10 **Master Interface Protocols Deed Poll**

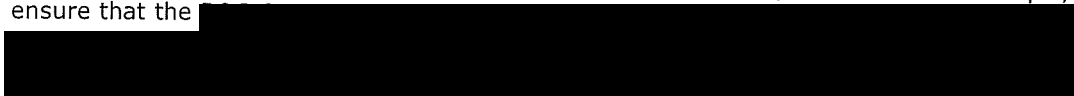
- (a) Subject to clause 10.10(d), Macquarie must:
 - (i) within ■ Business Days after receipt of a request from the Principal's Representative, provide to the Principal the Master Interface Protocols Deed Poll, duly executed by Macquarie; and
 - (ii) at all relevant times comply with the terms of the Master Interface Protocols Deed Poll.
- (b) Macquarie may, with the prior written consent of the Principal, invite the D&C Contractor to meetings of the "Project Integration Group" held pursuant to the Master Interface Protocols Deed Poll.
- (c) The Principal must procure that each Rail Contractor nominated by the Principal executes a deed poll in substantially the same form as the Master Interface Protocols Deed Poll within 20 Business Days after the later of:
 - (i) the Rail Contractor executing the relevant Rail Contract; and
 - (ii) Macquarie providing the executed Master Interface Protocols Deed Poll to the Principal pursuant to clause 10.10(a).
- (d) The parties acknowledge and agree that:
 - (i) the Principal must provide Macquarie with a copy of the proposed form of the "Interface Scope Allocation Matrix" comprising Schedule 3 to the Master Interface Protocols Deed Poll prior to requesting that Macquarie executes the Master Interface Protocols Deed Poll in accordance with clause 10.10(a);



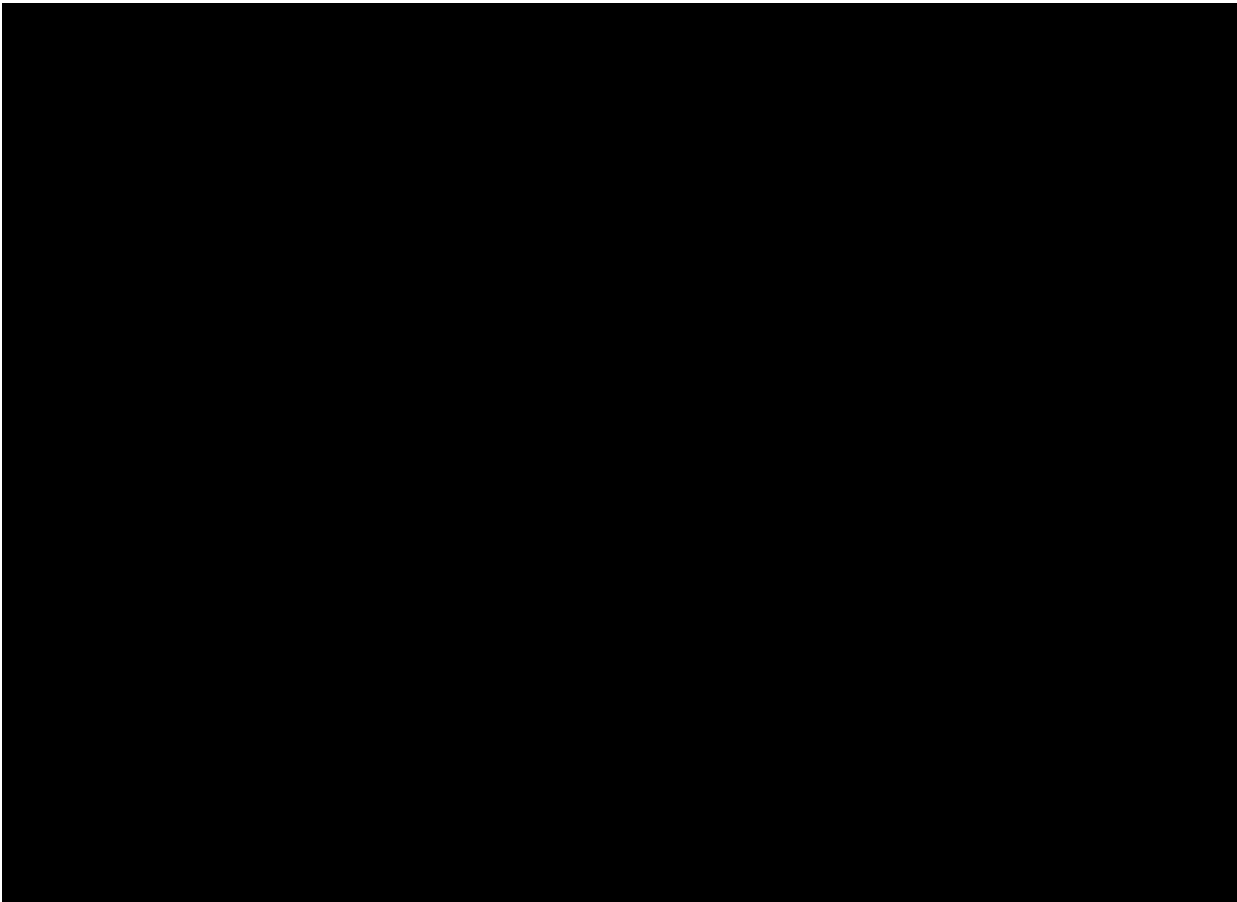


10.11 Collateral Warranty Deed Poll

Macquarie must, within 5 Business Days after receipt of a request from the Principal, ensure that the



11. TSE CONTRACT



11.2 Principal initiated TSE Works Change

- (a) The Principal's Representative may at any time issue to Macquarie written notice of a TSE Works Change proposed by the Principal or the TSE Contractor under the TSE Contract, except that this clause 11.2 does not apply to the TSE Adjustment Works.
- (b) If Macquarie (acting reasonably) considers that the proposed TSE Works Change, if implemented:
 - (i) would prevent Macquarie from complying with its obligations or exercising its rights under this deed, would increase Macquarie's costs of performing

the Project Works in accordance with this deed or would otherwise require a Variation to be implemented under this deed, Macquarie must issue to the Principal:

(A) a Variation Impact Proposal in accordance with clause 35.2 for the Variation that Macquarie considers would be required:

(aa) to enable Macquarie to comply with its affected obligations or exercise its affected rights or to relieve Macquarie from its affected obligations; or

(bb) otherwise as a consequence of the proposed TSE Works Change,

if the proposed TSE Works Change was implemented; and

(B) a written notice detailing any modification to the proposed TSE Works Change that Macquarie considers would be required to enable Macquarie to comply with its obligations and exercise its rights under this deed or to otherwise avoid the need to implement a Variation; or

(ii) would not prevent Macquarie from complying with its obligations or exercising its rights under this deed or would not increase Macquarie's costs of performing the Project Works in accordance with this deed or would not otherwise require a Variation to be implemented under this deed, Macquarie must provide the Principal's Representative with written confirmation of this,

within 20 Business Days after receipt of the written notice referred to in clause 11.2(a).

(c) If Macquarie does not give the Principal:

(i) a Variation Impact Proposal and notice in accordance with clause 11.2(b)(i); or

(ii) confirmation in accordance with clause 11.2(b)(ii),

within 20 Business Days after receipt of the written notice referred to in clause 11.2(a), Macquarie will be deemed to have given the Principal confirmation that the TSE Works Change will not prevent Macquarie from complying with its obligations or exercising its rights under this deed, and will not otherwise require a Variation to be implemented under this deed, in accordance with clause 11.2(b)(ii) and clause 11.2(e) will apply.

(d) If Macquarie gives the Principal a Variation Impact Proposal and written notice pursuant to clause 11.2(b)(i), the Principal may:

(i) if the Principal disagrees that the proposed TSE Works Change would prevent Macquarie from complying with its obligations or exercising its rights under this deed or would increase Macquarie's costs of performing the Project Works in accordance with this deed or would otherwise require a Variation to be implemented under this deed, refer the matter to dispute resolution in accordance with clause 52; or

(ii) if the Principal agrees, or it is determined under clause 52, that the proposed TSE Works Change would prevent Macquarie from complying with its obligations or exercising its rights under this deed or would increase Macquarie's costs of performing the Project Works in accordance with this

deed or would otherwise require a Variation to be implemented under this deed:

- (A) modify the proposed TSE Works Change, in which case this clause 11.2 will reapply;
 - (B) proceed with the proposed TSE Works Change, in which case the Principal must make an election with respect to the Variation Impact Proposal issued by Macquarie under clause 11.2(b)(i)(A):
 - (aa) under clause 35.4(a), in which case clause 35.6 will apply; or
 - (bb) under clause 35.4(b), in which case:
 - (a) the Principal must require that the parties consult in good faith and use their reasonable endeavours to agree on a mutually acceptable resolution to the matters set out in the Variation Impact Proposal which are in dispute pursuant to clause 35.7;
 - (b) if the parties are unable to reach agreement within 20 Business Days after the Principal rejects the Variation Impact Proposal, the Principal must refer the matter for dispute resolution pursuant to clause 35.9; and
 - (c) following determination of the dispute, the Principal must require Macquarie to implement the Variation in accordance with the Variation Impact Proposal, as varied by the determination pursuant to clause 35.11(a) by written notice to Macquarie (which must be a Variation Order); or
 - (C) withdraw the proposed TSE Works Change, in which case clause 35.3 applies in respect of each Variation Impact Proposal issued by Macquarie pursuant to clause 11.2(b).
- (e) If Macquarie gives the Principal a written confirmation under clause 11.2(b)(ii) or it is determined under clause 52 that a proposed TSE Works Change would not prevent Macquarie from complying with its obligations or exercising its rights under this deed or would not increase Macquarie's cost of performing the Project Works in accordance with this deed or would not otherwise require a Variation to be implemented under this deed:
- (i) the Principal may proceed with the proposed TSE Works Change; and
 - (ii) Macquarie will be deemed to have confirmed that the TSE Works will remain fit for the purpose of enabling Macquarie to comply with its obligations and exercise its rights under this deed (notwithstanding the implementation of the TSE Works Change).
- (f) The Principal must reimburse Macquarie for all Costs reasonably incurred by Macquarie in assessing each proposed TSE Works Change pursuant to this clause 11.2 (to the extent that those Costs would not have been incurred by Macquarie had the Principal not proposed the relevant TSE Works Change).

11.3 MLC Pedestrian Link

- (a) Without limiting the Principal's rights under clause 11.2, the Principal must ensure that any TSE Works Change proposed by the Principal under clause 11.2 is

implemented by the TSE Contractor in a manner that will not prevent Macquarie from utilising the MLC Pedestrian Link.

- (b) Macquarie will be entitled to issue a Variation Impact Proposal under clause 11.2(b)(i)(A) and a written notice under clause 11.2(b)(i)(B) to the Principal on the basis that a TSE Works Change proposed by the Principal under clause 11.2 would prevent Macquarie from exercising its rights, or complying with its obligations, under this deed with respect to the MLC Pedestrian Link.

- (d) The parties must negotiate in good faith to reach a mutually acceptable position on any amendments to the Draft BMS, the Draft Section 88B Instrument and the Draft Subdivision Plan to recognise the linkage to the Building (as that term is used and defined in the Draft BMS) of the MLC Pedestrian Link.

11.4 Macquarie initiated TSE Works Change

- (a) If Macquarie wishes to request the Principal to procure a TSE Works Change (other than a TSE Adjustment Works), it must give the Principal a written notice with full details of:
 - (i) the proposed TSE Works Change; and
 - (ii) the reason for the proposed TSE Works Change.
- (b) Upon receipt of a notice under clause 11.4(a), the Principal must not, subject to clause 11.4(d), unreasonably refuse to procure the TSE Contractor to carry out a TSE Works Change, provided that Macquarie agrees to pay all Costs incurred by the Principal in connection with that TSE Works Change or its assessment, including the amount of any increase in the TSE Project Contract Sum payable by the Principal to the TSE Contractor pursuant to clause 13.4 of the TSE Contract with respect of that TSE Works Change and all other amounts payable to the TSE Contractor in connection with that TSE Works Change or its assessment.
- (c) Without limiting clause 11.4(b), if:
 - (i) Macquarie gives the Principal a written notice requesting that the Principal procure a TSE Works Change pursuant to clause 11.4(a);
 - (ii) the Principal gives the TSE Contractor a "Change Proposal Request" (as defined in the TSE Contract) with respect to that TSE Works Change; and
 - (iii) that TSE Works Change does not proceed,Macquarie must reimburse the Principal for any amount that is payable by the Principal to the TSE Contractor pursuant to clause 13.1(d) of the TSE Contract.
- (d) The Principal's refusal to procure a TSE Works Change will be deemed to be reasonable if the implementation of that TSE Works Change would:
 - (i) not promote the objectives and expected outcomes of the Project Document;

- (ii) not, in the Principal's reasonable opinion, be in the public interest;
 - (iii) result in a delay to the achievement of Milestone Achievement of a Milestone or Construction Completion or Completion of a Portion; or
 - (iv) have any other material impact which the Principal reasonably considers to be unreasonable.
- (e) If required by the Principal, Macquarie must attend any meetings with the TSE Contractor regarding the TSE Works Change proposed by Macquarie and provide such further information regarding the TSE Works Change as may be required by the Principal or the TSE Contractor.
- (f) The Principal must notify Macquarie within:
- (i) 25 Business Days (or such longer period as the Principal reasonably requires, having regard to the size and complexity of the proposed TSE Works Change),
- after receiving a notice from Macquarie under clause 11.4(a):
- (ii) that it will direct the TSE Contractor to carry out the TSE Works Change; or
 - (iii) that it will not direct the TSE Contractor to carry out the TSE Works Change.
- (g) Macquarie must pay any Costs referred to in clause 11.4(b) within 20 Business Days after being requested to do so by the Principal.
- (h) Subject to clause 11.13, Macquarie:
- (i) will not be entitled to make any Claim against the Principal arising out of or in connection with a permitted refusal by the Principal under this clause 11.4 to direct the TSE Contractor to carry out the TSE Works Change; and
 - (ii) agrees that the refusal by the Principal to direct a TSE Works Change requested by Macquarie will not affect the operation of clause 11.1(b).
- (i) Macquarie warrants that if a TSE Works Change requested by Macquarie is implemented, the TSE Works will, if designed and constructed in accordance with the TSE Contract (amended to incorporate the TSE Works Change), be fit for the purposes of enabling Macquarie to comply with its obligations under the Project Documents.
- (j) The parties acknowledge and agree that they are bound by the certifications given by the TSE Independent Certifier in accordance with, and subject to, clause 6 of the TSE Cooperation and Integration Deed.
- (k) Macquarie must procure for the TSE Contractor, at Macquarie's Cost, any rights over the Macquarie Land that the TSE Contractor requires in order to implement any TSE Works Change requested by Macquarie under this clause 11.4.



11.6 **TSE Works design team meetings**

The Principal must:

- (a) notify Macquarie of, and provide Macquarie with a reasonable opportunity to attend, meetings of the TSE Contractor's design teams to the extent those meetings are relevant to the TSE Works; and
- (b) give Macquarie:

- (i) the agenda for each such meeting within a reasonable time prior to each meeting; and
- (ii) the minutes of each such meeting within a reasonable time after each meeting,

if such documents are submitted by the TSE Contractor to the Principal.

11.7 **TSE Works Design Documentation**

- (a) The Principal must provide Macquarie with a copy of all design documentation for the TSE Works (**TSE Works Design Documentation**) submitted by the TSE Contractor to the Principal, promptly following receipt by the Principal.
- (b) Macquarie may:
 - (i) review the TSE Works Design Documentation provided to it pursuant to clause 11.7(a); and
 - (ii) to the extent that the TSE Works Design Documentation does not comply with the requirements of the TSE Contract, provide written comments to the Principal within 10 Business Days after the date on which Macquarie received the TSE Works Design Documentation (as applicable) pursuant to clause 11.7(a).
- (c) The Principal must:
 - (i) promptly provide a copy of any written comments provided by Macquarie under clause 11.7(b)(ii) to the TSE Independent Certifier and the TSE Contractor; and
 - (ii) provide Macquarie with a copy of any comments the Principal receives from the TSE Independent Certifier (as applicable) in response to any comments made by Macquarie under clause 11.7(b) promptly and in any event no later than 10 Business Days after receipt.

11.8 **TSE Works Asset Management Information**

- (a) The Principal must provide Macquarie with a copy of any TSE Works Asset Management Information submitted by the TSE Contractor to the Principal, promptly following receipt by the Principal.
- (b) Macquarie may, or if requested by the Principal, must:
 - (i) review the TSE Works Asset Management Information provided to it pursuant to clause 11.8(a); and
 - (ii) provide written comments to the Principal within 5 Business Days after the date on which Macquarie received the TSE Works Asset Management Information pursuant to clause 11.8(a).
- (c) The Principal may provide a copy of any written comments provided by Macquarie under clause 11.8(b)(ii) to the TSE Independent Certifier and the TSE Contractor.
- (d) Without limiting clause 11.8(b), Macquarie does not assume a duty or owe any duty to the Principal to review the TSE Works Asset Management Information for errors, omissions or compliance with the requirements of this deed and, except as otherwise provided in this deed, no review by Macquarie pursuant to clause 11.8(b) will lessen or otherwise affect:

- (i) the Principal's liabilities or responsibilities under this deed or otherwise according to Law; or
- (ii) Macquarie's rights against the Principal, whether under this deed or otherwise according to Law.

11.9 **Inspection of TSE Works**

- (a) If Macquarie wishes to inspect the TSE Works, Macquarie must submit a written request to the Principal's Representative a minimum of 10 Business Days in advance of the date it wishes to carry out the inspection (or such other period of time as the Principal's Representative may agree).
- (b) Macquarie may only inspect the TSE Works when accompanied by the Principal's Representative (or its nominee).
- (c) The Principal's Representative must:
 - (i) facilitate all reasonable requests by Macquarie to inspect the TSE Works; and
 - (ii) notify Macquarie of, and provide Macquarie with a reasonable opportunity to attend, all joint inspections of the TSE Works carried out in accordance with clause 17.11 of the TSE Contract.
- (d) If Macquarie believes that the TSE Works do not comply with the requirements of the TSE Contract, Macquarie must provide written comments to the Principal:
 - (i) in the case of an inspection carried out in accordance with clause 17.11 of the TSE Contract, within 1 Business Day after the date of the relevant inspection; and
 - (ii) in the case of any other inspection under this clause 11.9, within 5 Business Days after the date of the relevant inspection.
- (e) The Principal must:
 - (i) provide a copy of any written comments provided by Macquarie under clause 11.9(d) to the TSE Independent Certifier and the TSE Contractor; and
 - (ii) provide Macquarie with a copy of any comments the Principal receives from the TSE Independent Certifier in response to any comments made by Macquarie under clause 11.9(d) promptly and in any event no later than 10 Business Days after receipt.

11.10 **TSE Works documentation**

- (a) If requested by Macquarie, the Principal must:
 - (i) make available to Macquarie through its project data and collaboration system (or by such other method notified by the Principal's Representative to Macquarie); or
 - (ii) otherwise provide Macquarie with,
copies of:
 - (iii) all documents or other information in respect of the design, construction, occupation, use and maintenance of the TSE Works which:

- (A) the TSE Contractor must provide to the Principal as a condition precedent to TSE Construction Completion; or
- (B) must necessarily be provided to the Principal before the TSE Works can be used for their intended purpose;
- (iv) any correspondence with, or certificates issued by, the TSE Independent Certifier in relation to the TSE Works (excluding any confidential commercial information regarding the TSE Contractor);
- (v) any notices of TSE Defects notified to the Principal by the TSE Contractor, or by the Principal to the TSE Contractor, after TSE Construction Completion; and
- (vi) any documents the Principal is entitled to, and actually, receives from the TSE Contractor in relation to the quality of the TSE Works,

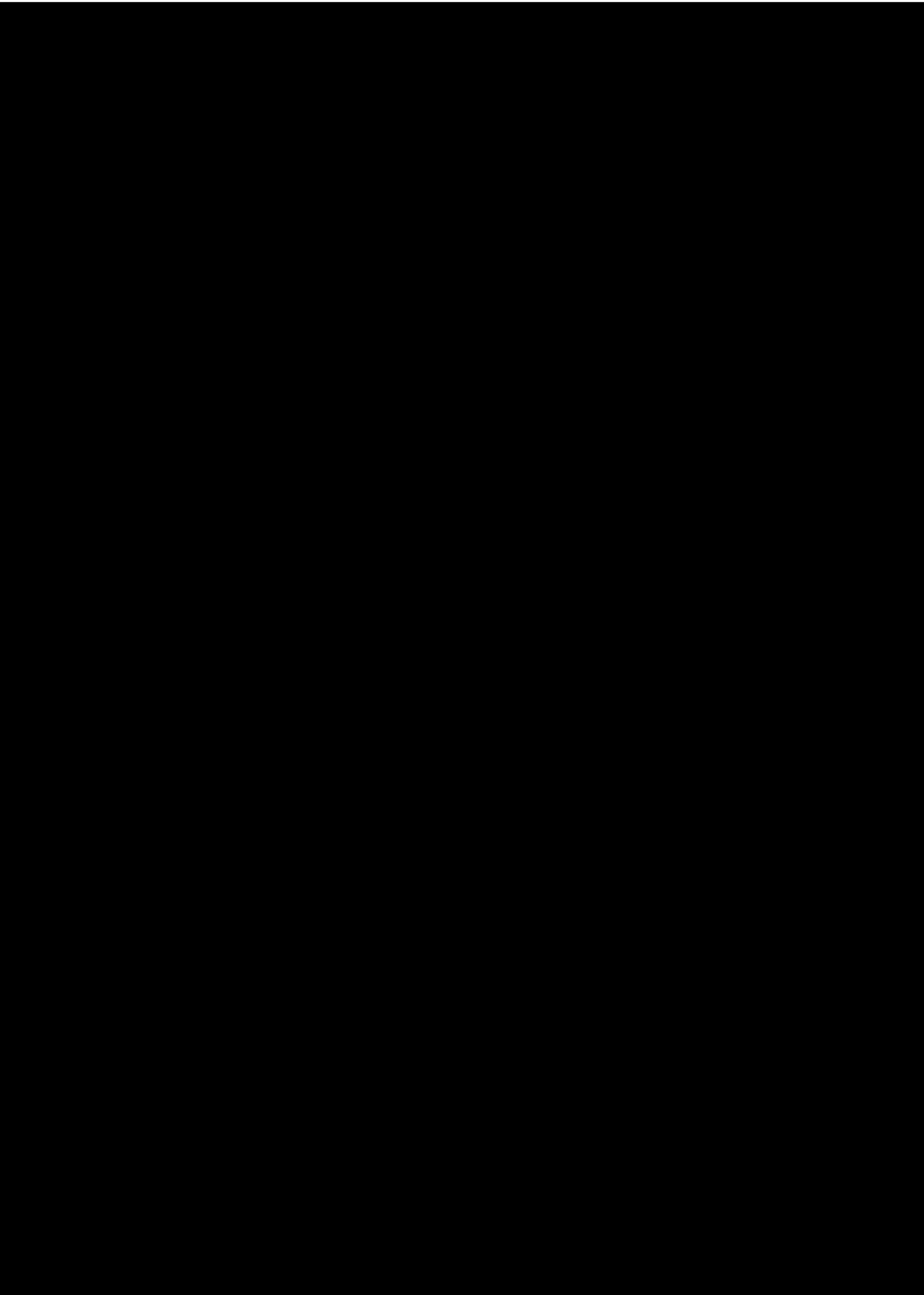
to the extent that any documentation is not provided directly to Macquarie by the TSE Contractor or the TSE Independent Certifier.

- (b) Macquarie warrants that it does not require any further documents in relation to the TSE Contract or the TSE Works to enable Macquarie to carry out its obligations under this deed.

11.11 Care and maintenance of TSE Works

- (a) Subject to clauses 11.12, 11.13, 23.11, 24 and 41.1, Macquarie is responsible for the care and maintenance of any parts of the TSE Works located within the Principal Construction Site for the period from the Construction Licence Commencement Date for that part of the Principal Construction Site until the Date of Completion of the relevant Portion (or the Date of Construction Completion in relation to Portion 1) in accordance with the TSE Works O&M Manuals.
- (b) If:
 - (i) Macquarie fails to occupy a part of the Principal Construction Site from the date that Macquarie has been granted access to that part of the Principal Construction Site pursuant to clause 17.2 (**Relevant Date**); and
 - (ii) the Principal incurs a liability to the TSE Contractor in relation to TSE Transitional Handover Services carried out by the TSE Contractor on that part of the Construction Site on or after the applicable Relevant Date,

Macquarie indemnifies the Principal from and against such liability.





11.15 Access by TSE Contractor

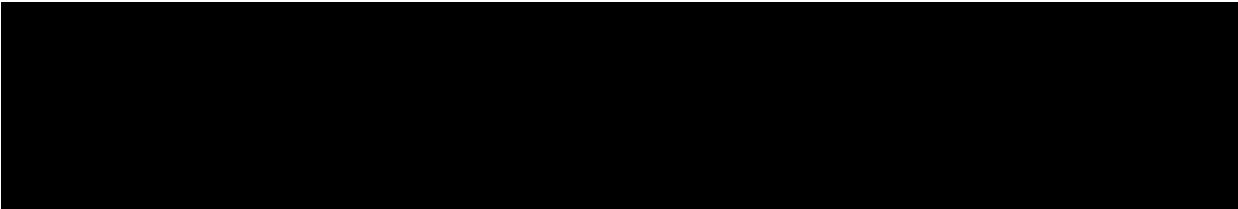
Macquarie must provide the TSE Contractor (and any person authorised by the TSE Contractor) with such access to the Construction Site as is required by the TSE Contractor in order to meet its obligations under the TSE Contract and the TSE Cooperation and Integration Deed, including the rectification of:

- (a) any TSE Known Defects pursuant to clause 11.12(a)(iii); and
- (b) any TSE Defects pursuant to clause 11.13(c),

subject to the TSE Contractor complying with Macquarie's site access and work, health and safety procedures in accordance with the TSE Cooperation and Integration Deed and the deed poll referred to in clause 9.2(b).



11.18 TSE Handover Works

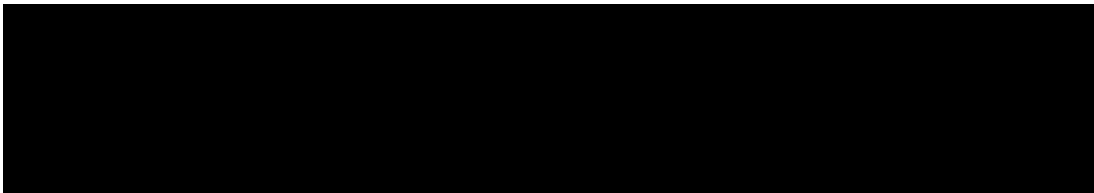
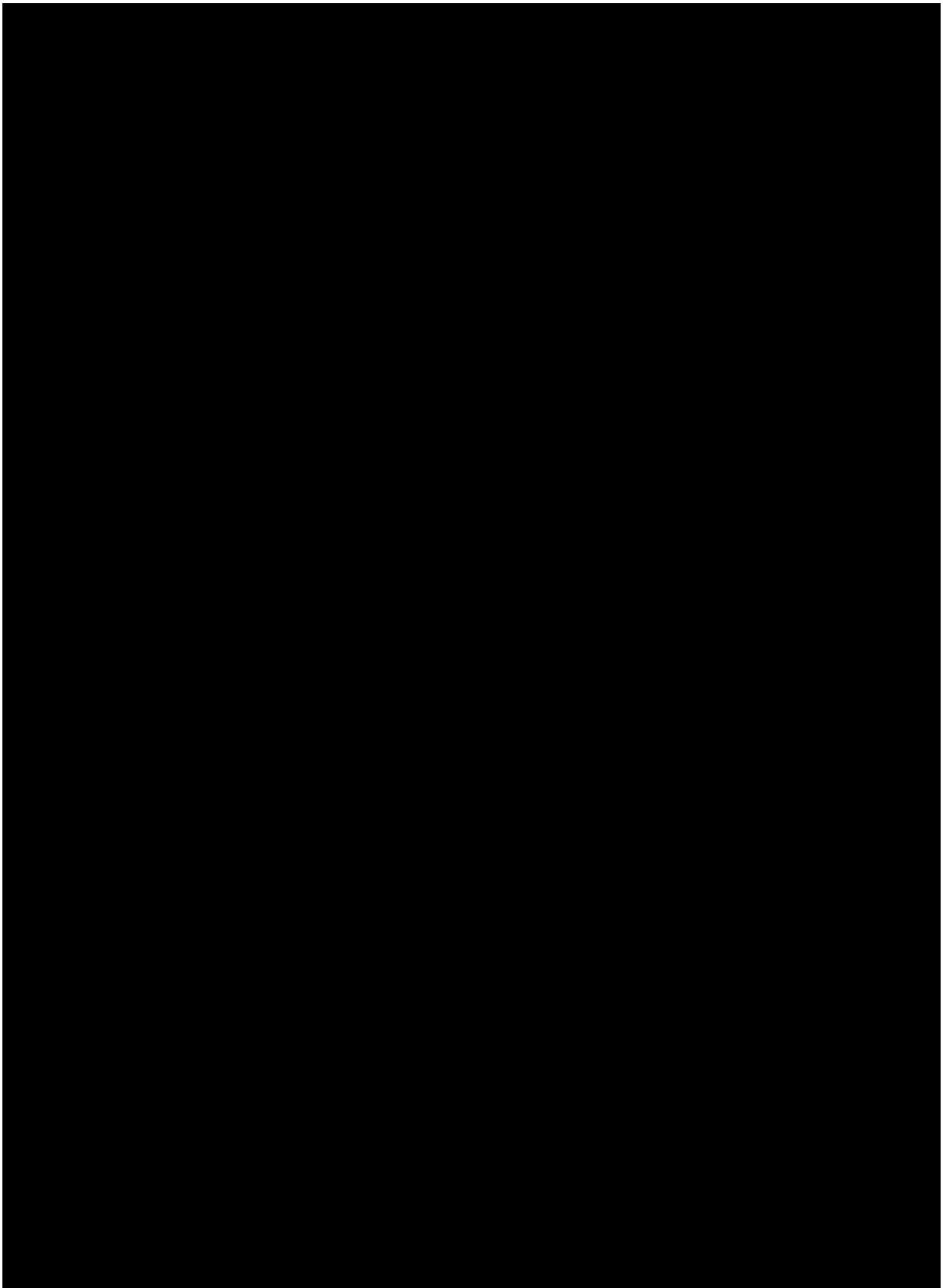
- (a) The Principal must, no later than 90 days before the TSE Date for Construction Completion:
 - (i) provide Macquarie with a list of the Handover Works that the TSE Contractor has constructed on the Construction Site; and
 - (ii) provide Macquarie with a reasonable opportunity to inspect the Handover Works.
 - (b) Macquarie must, no later than 14 days after the date on which the Principal gives Macquarie the list referred to in clause 11.18(a), give the Principal a written notice of the Handover Works (if any) that Macquarie proposes will be removed from the Construction Site after TSE Construction Completion.
 - (c) The Principal must procure the removal of the Handover Works referred to in Macquarie's notice from the Construction Site prior to the Construction Licence Commencement Date.
 - (d) Without limiting clause 16, Macquarie bears all risks associated with any Handover Works on or about the Construction Site (other than Handover Works the subject of Macquarie's notice under clause 11.18(b)) and will not be entitled to make any Claim against the Principal arising out of or in connection with such risks.
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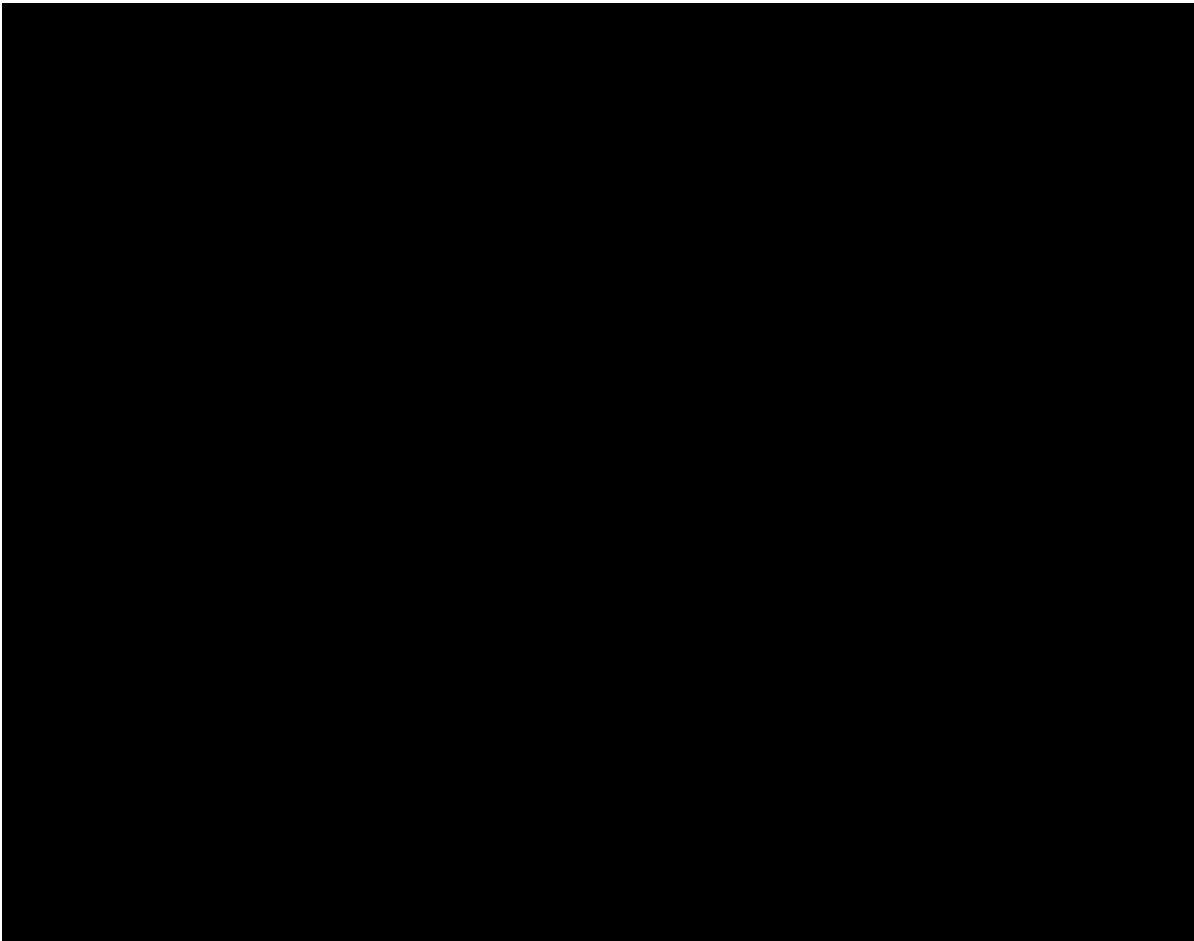
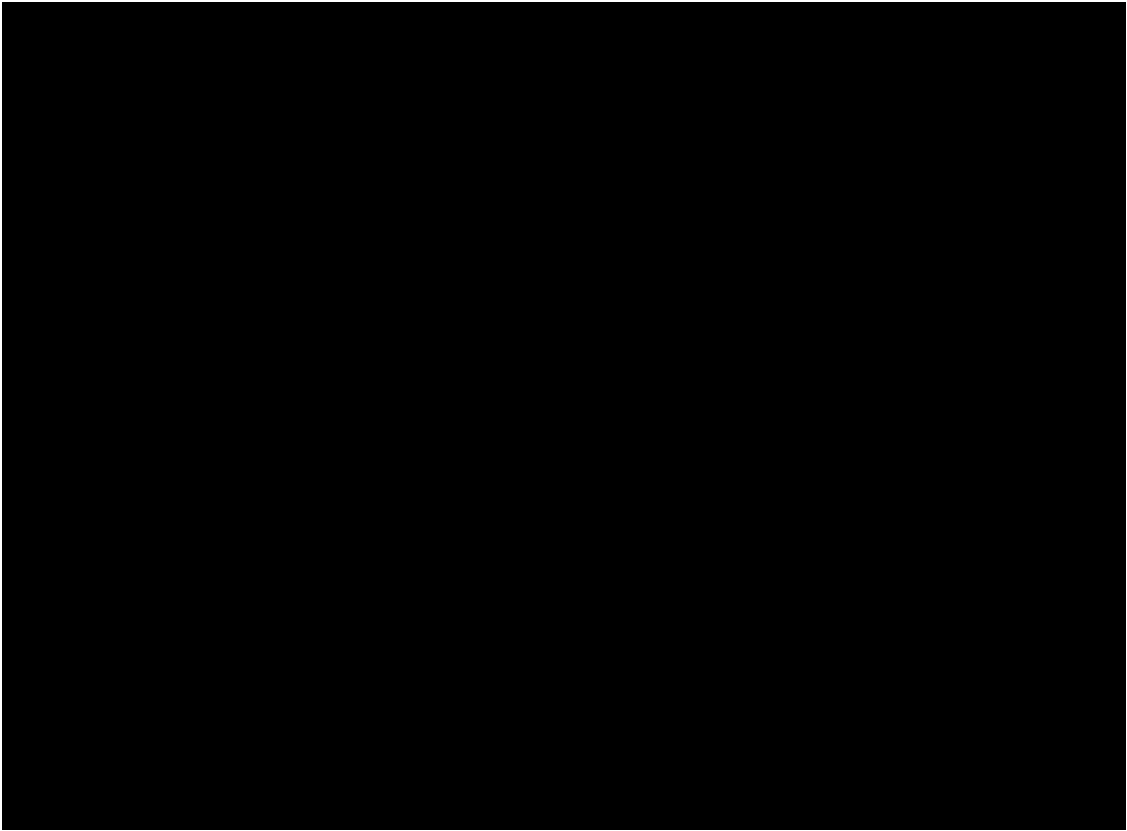


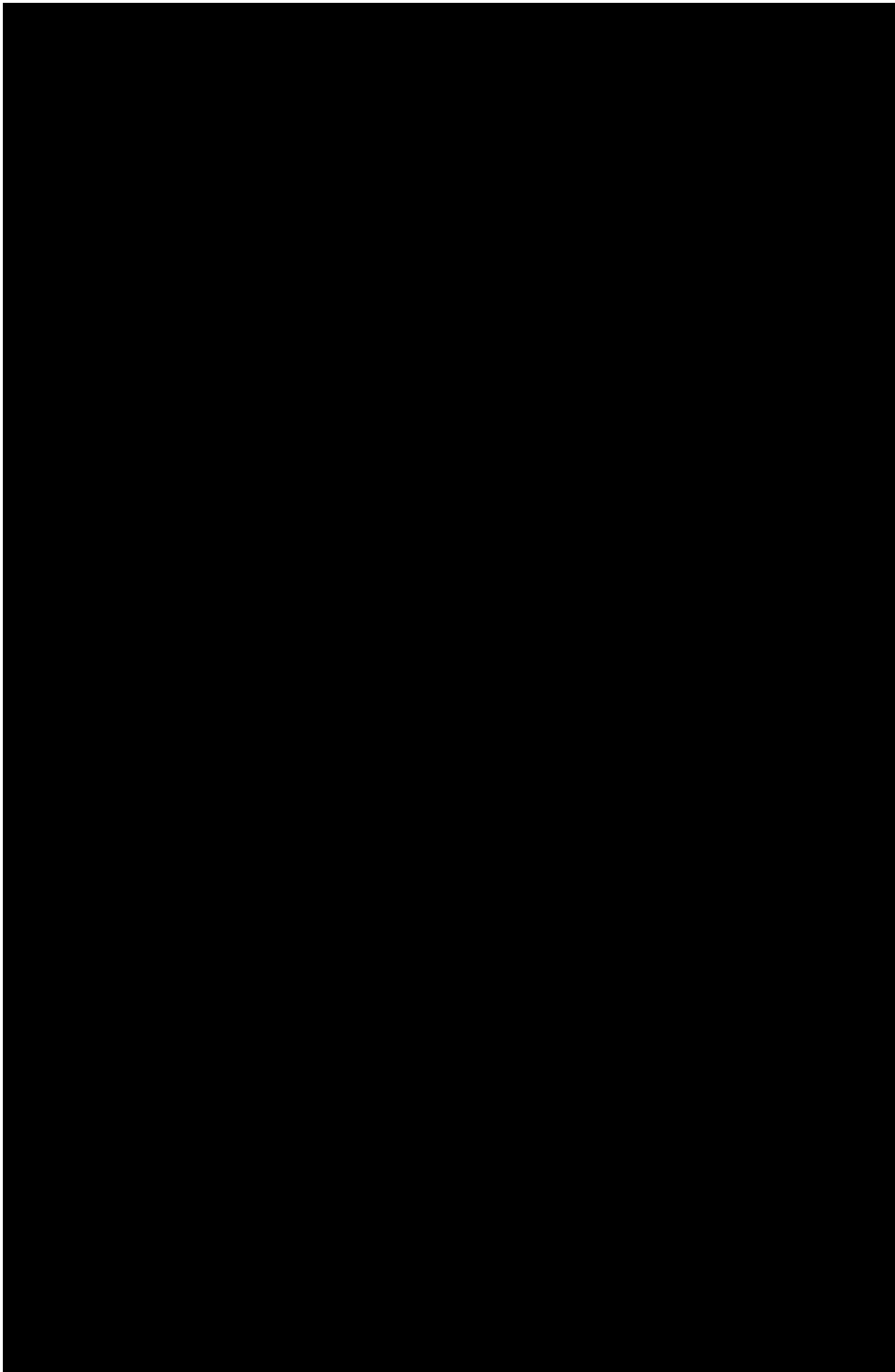
11.20 **Access by TSE Contractor to Principal Construction Site**

Despite any provision of this deed, the Principal must not provide Macquarie with access to any part of the Principal Construction Site (other than Construction Site (Area 1)) unless the TSE Contractor has achieved completion in relation to the TSE Works relevant to that part of the Principal Construction Site pursuant to the TSE Contract.









12.2 Existing Operations

- (a) Macquarie acknowledges that:
 - (i) Existing Operators must continue their Existing Operations during the course of the carrying out of Macquarie's Activities;
 - (ii) the access ways to the Construction Site are used by Existing Operators and will not be available exclusively to Macquarie; and
 - (iii) in using these access ways, Macquarie must ensure disturbance and inconvenience to the Existing Operations is minimised.
- (b) Macquarie bears the risk of:
 - (i) co-ordinating its access to and from the Construction Site with any other relevant party (including Existing Operators) that use the access ways to the Construction Site; and
 - (ii) any delay and disruption to Macquarie's Activities which arises from any Existing Operations on or in the vicinity of the Construction Site.
- (c) Without limiting any other obligations of Macquarie, Macquarie must:
 - (i) to the extent reasonably possible in performing the Project Works, not interfere with the free movement of traffic (vehicular, pedal cycle and pedestrian) into and out of, adjacent to, around, on or about the Construction Site or the Existing Operations or (except as an unavoidable consequence of performing the Project Works in accordance with this deed) block or impair access to any premises, carpark, roadways, pedestrian ways, public spaces, parks, pedal cycle paths, or other facilities associated with the Existing Operations and comply with the Principal's reasonable Directions in relation to them;
 - (ii) comply with the Principal's reasonable Directions in connection with:
 - (A) the Existing Operations (including access to and use of the Construction Site); and
 - (B) workplace health and safety issues to enable the Principal and Rail Contractors to comply with, and not place the Principal and Rail Contractors in breach of, their obligations under any Law relating to workplace health and safety;
 - (iii) comply with all policies, procedures and rules of the Principal applying from time to time (as notified by the Principal) in respect of the Existing Operations (including in relation to workplace health and safety and/or the Environment);

- (iv) keep itself informed as to the requirements to comply with and not do anything which may place the Principal in breach of Law applying to the Existing Operations on or in the vicinity of the Construction Site;
- (v) ensure that in carrying out and completing the Project Works, the Project Works properly interface and integrate with, and connect to, the physical infrastructure of the Existing Operations so as to enable the Project Works, when completed, to fully comply with the requirements of this deed; and
- (vi) immediately:
 - (A) repair and make good any damage to the physical infrastructure of the Existing Operations to the extent arising out of or in any way in connection with the Project Works; and
 - (B) when directed by the Principal's Representative, take such action as is required to ensure that its obligations in this clause 12.2(c) are complied with.
- (d) Except to the extent expressly permitted by this deed, Macquarie must:
 - (i) minimise disruption and interruption to, and interface with, the Existing Operations;
 - (ii) minimise any nuisance, unreasonable noise or inconvenience to the Existing Operations;
 - (iii) program and co-ordinate Macquarie's Activities under this deed using design and construct best practices and so as to minimise the effect that the carrying out of the Project Works under this deed has on the Existing Operations;
 - (iv) co-operate with Existing Operators;
 - (v) co-ordinate its activities with any activity of Existing Operators; and
 - (vi) protect all adjoining properties from damage which may arise from Macquarie's Activities.
- (e) Macquarie must ensure that its Associates at all times comply with this clause 12.2.

12.3 **Pedestrian links proposed by Macquarie**

- (a) The parties acknowledge that Macquarie intends to explore the viability and possibility of additional pedestrian links (including the Bligh Street Link) to and from the Principal's Land to manage and improve pedestrian flow in and around the Macquarie Land and the Principal's Land.
- (b) If Macquarie proposes a pedestrian link (including providing additional details or a proposal in relation to the Bligh Street Link), the Principal will:
 - (i) use reasonable endeavours to consider and to negotiate with Macquarie in good faith a mutually acceptable position on all delivery, operational and ownership issues relating to the pedestrian link proposed by Macquarie (including any costs and liabilities associated with these issues); and

- (c) If the parties agree in principle to proceed with a proposed pedestrian link (including the Bligh Street Link), and:
 - (i) if it is proposed that the Principal will own the proposed pedestrian link and the Principal reasonably considers that it should own the proposed pedestrian link:
 - (A) the Principal must issue a Variation Impact Request under clause 35 for the inclusion of the relevant pedestrian link in the Station Works, provided that:
 - (aa) the parties agree that the Principal is not required to accept the Variation Impact Proposal issued by Macquarie in response to the Variation Impact Request;
 - (bb) the Principal may procure the works the subject of the proposed Variation Impact Request be conducted by another third party contractor; and
 - (B) the parties must use reasonable endeavours to negotiate in good faith to reach a mutually acceptable position on:
 - (aa) the responsibility for the cost of the works associated with the inclusion of the relevant pedestrian link in the Station Works; and
 - (bb) any amendments to the Draft BMS, the Draft Section 88B Instrument and the Draft Subdivision Plan to incorporate the relevant pedestrian link as part of the Building (as that term is used and defined in the Draft BMS); or
 - (ii) if it is proposed that the Principal will not own the proposed pedestrian link, the parties must use reasonable endeavours to negotiate in good faith to reach a mutually acceptable position on any amendments to this deed in order to enable the parties to design, construct, deliver and operate the proposed pedestrian link.

13. **INTERFACE WITH OSD AND RETAIL LESSEE**

13.1 **Acknowledgements regarding OSD and Retail Lease interface**

The parties acknowledge that:

- (a) the Principal and the OSD Developer are party to the OSD PDA;
- (b) the OSD Developer may carry out the OSD Developer's Activities on the Construction Site pursuant to the OSD PDA, including prior to the Last Date of Completion;
- (c) the Principal will grant the OSD Developer a licence over the OSD Construction Site pursuant to clause 13 of the OSD PDA;

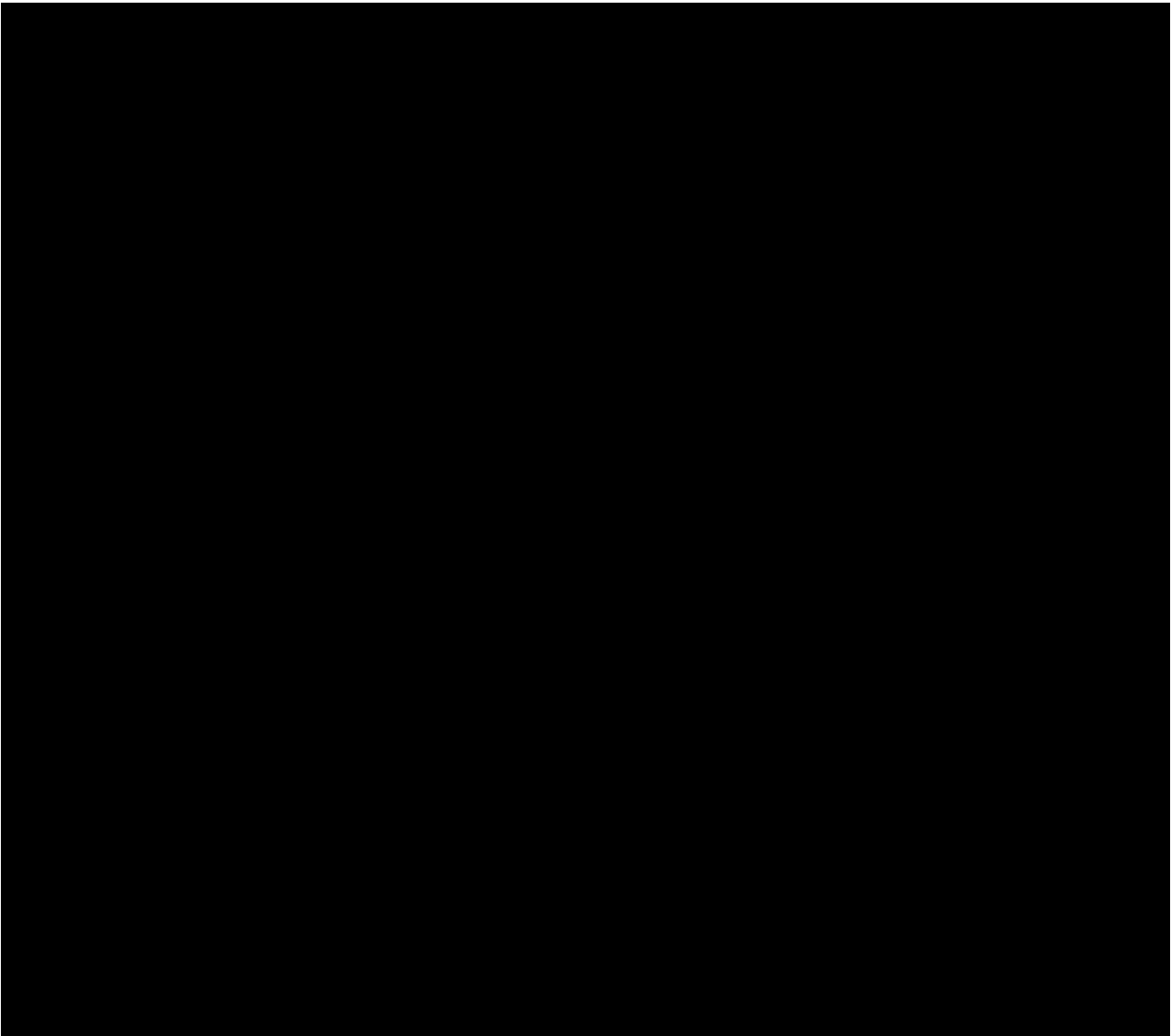
- (e) to the extent that Macquarie requires access to or a right to occupy or use:
 - (i) the OSD Construction Site, Macquarie must procure that access or right for itself from the OSD Developer; or

- (ii) the Retail Lots after the commencement of the relevant Retail Lease, Macquarie must procure that access or right for itself from the relevant Retail Lessee or Sub-Tenant; and
- (f) Macquarie may permit the OSD Developer to access, occupy or use the Construction Site for the purposes of undertaking the OSD Developer's Activities as contemplated by clause 11 of the OSD PDA, provided that such access is subject to the same terms, conditions and restrictions as those that apply to access by Macquarie under this deed.

13.2 Procuring access to the OSD Construction Site

Macquarie acknowledges and agrees that:

- (a) the Principal has no responsibility or obligation to procure the access or rights, or to assist Macquarie to procure the access or rights, referred to in clause 13.1(e); and
- (b) if Macquarie accesses, occupies or uses the OSD Construction Site and Retail Lots, it does so at its own Cost and risk.



13.4 **OSD Step-in Events**

Notwithstanding any other provision of this deed or any other Project Document, if an OSD Step-in Event occurs and an OSD Step-in Party exercises any of the OSD Step-in Powers under clause 33 of the OSD PDA, Macquarie must:

- (a) cooperate with the OSD Step-in Party;
- (b) allow the OSD Step-in Party to access and use the Construction Site (to the extent necessary to enable the OSD Step-in Party to exercise the OSD Step-in Powers);
- (c) provide any information that the OSD Step-in Party reasonably requires to exercise the OSD Step-in Powers; and
- (d) ensure that its Significant Subcontractors, and use its best endeavours to ensure all other Subcontractors, do likewise,

and Macquarie will have no entitlement to make any Claim against the Principal or the OSD Step-in Party in relation to any action taken by the Principal or the OSD Step-in Party pursuant to this clause 13.4.

13.5 **Inconsistency**

The parties agree that, to the extent there is an inconsistency between this clause or clause 17, and clause 11 or clause 13 of the OSD PDA, the relevant provisions of this deed will prevail.

14. **NSW CODE AND NSW GUIDELINES**

14.1 **NSW Code and NSW Guidelines**

In addition to terms defined in this deed, terms used in this clause 14 have the same meaning as is attributed to them in the NSW Guidelines. The NSW Code and NSW Guidelines are available at www.industrialrelations.nsw.gov.au.

14.2 **Primary obligation**

- (a) In carrying out Macquarie's Activities, Macquarie must at all times comply with, and meet any obligations imposed by, the NSW Code and the NSW Guidelines.
- (b) Macquarie must notify the Construction Compliance Unit and the Principal of any possible non-compliance with the NSW Code and NSW Guidelines and of remedial action taken, within 24 hours of becoming aware of the possible non-compliance.
- (c) Where Macquarie, DevCo or the D&C Contractor engage a Subcontractor or consultant, Macquarie must ensure that, and must ensure that DevCo and the D&C Contractor (as applicable) ensure that, the contract with the Subcontractor or consultant imposes on the Subcontractor or consultant equivalent obligations to those in this clause 14, including that the Subcontractor or consultant must at all times comply with, and meet any obligations imposed by, the NSW Code and the NSW Guidelines.
- (d) Macquarie must not appoint or engage another party in relation to Macquarie's Activities where that appointment or engagement would breach a sanction imposed on the other party in relation to the NSW Code or NSW Guidelines.

14.3 Access and information

- (a) Macquarie must maintain adequate records of compliance with the NSW Code and NSW Guidelines by it and its Subcontractors and consultants.
- (b) Macquarie must allow, and take reasonable steps to facilitate, authorised personnel (including personnel of the CCU) to:
 - (i) enter and have access to sites and premises controlled by Macquarie, including the Construction Site;
 - (ii) inspect any work, material, machinery, appliance, article or facility;
 - (iii) access information and documents;
 - (iv) inspect and copy any record relevant to the Project;
 - (v) have access to personnel; and
 - (vi) interview any person,as is necessary for the authorised personnel to monitor and investigate compliance with the NSW Code and NSW Guidelines by Macquarie and its Subcontractors and consultants.
- (c) Macquarie must agree to, and comply with, any request from authorised personnel (including personnel of the CCU) for the production of specified documents by a certain date, whether in person, by post or electronic means.

14.4 Sanctions

- (a) Macquarie warrants that, at the time of entering into this deed, neither it, nor any of its Related Entities, are subject to a sanction in connection with the NSW Code or NSW Guidelines that would have precluded it from responding to a procurement process for work to which the NSW Code and NSW Guidelines apply.
- (b) If Macquarie does not comply with, or fails to meet any obligation imposed by, the NSW Code or NSW Guidelines, a sanction may be imposed against it in connection with the NSW Code or NSW Guidelines.
- (c) Where a sanction is imposed:
 - (i) it is without prejudice to any rights that would otherwise accrue to the parties; and
 - (ii) the State (through its agencies, Ministers and the CCU) is entitled to:
 - (A) record and disclose details of non-compliance with the NSW Code or NSW Guidelines and the sanction; and
 - (B) take them into account in the evaluation of future procurement processes and responses that may be submitted by Macquarie, or its Related Entities, in respect of work to which the NSW Code and NSW Guidelines apply.

14.5 Compliance

- (a) Macquarie bears the Cost of ensuring its compliance with the NSW Code and NSW Guidelines, including in respect of any positive steps it is obliged to take to meet its

obligations under the NSW Guidelines. Macquarie is not entitled to make, and the Principal and the State will not be liable upon, any Claim against the Principal or the State arising out of or in any way in connection with Macquarie's compliance with the NSW Code and the NSW Guidelines.

- (b) Compliance with the NSW Code and NSW Guidelines does not relieve Macquarie from responsibility to perform Macquarie's Activities or any other obligation under this deed, or from Liability for any Defect in the Project Works or the Temporary Works or from any other legal liability, whether or not arising from its compliance with the NSW Code and NSW Guidelines.
- (c) Where a Variation is proposed that may be likely to affect compliance with the NSW Code and NSW Guidelines, Macquarie must immediately notify the Principal of:
 - (i) the extent to which compliance with the NSW Code and NSW Guidelines will be, or is likely to be, affected by the Variation; and
 - (ii) the steps (if any) Macquarie proposes to take to mitigate any adverse impact of the Variation (including any amendments it proposes to the Workplace Relations Management Plan).

15. AUSTRALIAN GOVERNMENT REQUIREMENTS

15.1 Building Code

- (a) Macquarie:
 - (i) declares as at the Commencement Date; and
 - (ii) must ensure during the term of this deed,
that, in relation to the Project Works and Temporary Works, it and its Subcontractors, consultants and each related entity:
 - (iii) complies with, and acts consistently with, the Building Code;
 - (iv) meets the requirements of section 11 of the Building Code;
 - (v) is not subject to an Exclusion Sanction or a formal warning that any further failure to comply with the Building Code may result in the imposition of an Exclusion Sanction;
 - (vi) has not been the subject of an adverse decision, direction or order, or failed to comply with a decision, direction or order, made by a court or tribunal for a breach of the BCIIP Act, a designated building law, work health and safety law, competition and consumer law or the *Migration Act 1958* (Cth) (other than a decision, direction or order that is stayed or has been revoked);
 - (vii) has not been required to pay any amount under an adjudication certificate or owed any unsatisfied judgement debts to a building contractor or building industry participant (as those terms are defined in the BCIIP Act);
 - (viii) only uses products that comply with the relevant Australian standards published by, or on behalf of, Standards Australia;
 - (ix) unless approved by the ABC Commissioner, is not excluded from performing Building Work funded by a state or territory government; and

- (x) complies with the Workplace Relations Management Plan approved by the ABCC in accordance with Part 6 of the Building Code.
- (b) Macquarie acknowledges and agrees that compliance with the Building Code does not relieve Macquarie from any responsibility or obligation under this deed, or from liability for any Defect arising from compliance with the Building Code.
- (c) Macquarie must promptly:
 - (i) notify the ABCC of:
 - (A) any breach or suspected breach of the Building Code as soon as practicable, but no later than 2 Business Days after becoming aware of the breach or suspected breach, and advise the ABCC of the steps proposed to be taken by Macquarie to rectify the breach; and
 - (B) the steps taken to rectify any breach of the Building Code within 14 days of providing a notification under clause 15.1(c)(i)(A); and
 - (ii) give the Principal a copy of any notification given by Macquarie to the ABCC under clause 15.1(c)(i) and respond to any requests for information by the Principal concerning matters related to the Building Code so as to enable the Principal to comply with its obligations under section 28 of the Building Code.
- (d) Macquarie acknowledges the powers and functions of the ABC Commissioner and the ABCC under the BCIIP Act and the Building Code and must ensure that it (and must procure that its Subcontractors, consultants and each related entity) complies with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including requests:
 - (i) for entry under section 72 of the BCIIP Act;
 - (ii) to interview any person under section 74 of the BCIIP Act;
 - (iii) to produce records or documents under sections 74 and 77 of the BCIIP Act; and
 - (iv) for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.
- (e) Macquarie must not, and must ensure that DevCo and the D&C Contractor do not, enter into a Subcontract for any aspect of the Project Works, the Temporary Works, or any aspect of Macquarie's Activities which constitutes "building work" as that term is defined in section 3(4) of the Building Code unless:
 - (i) the Subcontractor has submitted a Declaration of Compliance; and
 - (ii) the Subcontract with the Subcontractor includes an equivalent clause to this clause 15.
- (f) Macquarie must provide the Commonwealth with any Subcontractor's Declaration of Compliance referred to in clause 15.1(e) promptly upon request.
- (g) Macquarie must maintain adequate records of the compliance with the Building Code by:
 - (i) Macquarie;

- (ii) the Subcontractors;
 - (iii) Macquarie's consultants; and
 - (iv) any related entity of Macquarie.
- (h) For the purposes of this clause 15.1, "related entity" has the meaning given to that term in subsection 3(2) of the Building Code.

15.2 **WHS Accreditation**

Macquarie:

- (a) represents and warrants to the Principal that the D&C Contractor is accredited under the WHS Accreditation Scheme;
- (b) must ensure that the D&C Contractor complies with all of the requirements of, and maintains accreditation under, the WHS Accreditation Scheme while building work (as defined in section 6 of the BCIP Act) is carried out; and
- (c) must ensure that all Subcontracts with Subcontractors carrying out work or providing services on the Construction Site impose obligations on those Subcontractors that enable Macquarie to comply with its obligations under this clause 15.2.

16. **INFORMATION DOCUMENTS AND ENVIRONMENTAL ISSUES**

16.1 **Physical conditions**

- (a) **(Examination and investigation):** Subject to clauses 16.2(e) and 16.4, Macquarie warrants that, prior to the Commencement Date, Macquarie:
 - (i) examined this deed (including the SWTC), the Project Documents, the TSE Contract and the Principal Construction Site, any Extra Land and its surroundings and any other information that was made available in writing by the Principal, TfNSW or any other person on the Principal's or TfNSW's behalf, to Macquarie or its Associates for the purpose of submitting its Binding Offer;
 - (ii) examined, and relied solely upon its own assessment, skill, expertise and enquiries in respect of, all information relevant to the risks, contingencies and other circumstances having an effect on the Binding Offer and its obligations under the Project Documents;
 - (iii) satisfied itself as to the correctness and sufficiency of the Binding Offer and that it has made adequate allowance for the costs of complying with all of its obligations under the Project Documents and of all matters and things necessary for the due and proper performance and completion of Macquarie's Activities;
 - (iv) informed itself of all matters relevant to the employment of labour and all industrial matters on the Construction Site;
 - (v) was given the opportunity prior to submitting its Binding Offer to itself undertake, and to request others to undertake, tests, enquiries and investigations:
 - (A) relating to the subject matter of the Information Documents;

- (B) in connection with the TSE Contract; and
 - (C) for design purposes and otherwise;
 - (vi) had a sufficient opportunity to obtain and obtained all necessary legal, geotechnical and other technical advice in relation to the terms of this deed, the Project Documents, the TSE Contract, the Information Disclaimer, the Information Documents, the Site Conditions, as well as the risks, contingencies and other circumstances having an effect on the Binding Offer and the performance of its obligations and its potential liabilities under the Project Documents; and
 - (vii) had sufficient access to the Principal Construction Site, 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 about whether or not to enter into the Project Documents and assume the obligations and potential risks and liabilities which it imposes on Macquarie.
- (b) **(Site Conditions):** Subject to clauses 11.13, 16.4, 23.11 and 24, Macquarie is responsible for, and assumes the risk of:
- (i) all Loss or delay it suffers or incurs; and
 - (ii) any adverse effect on Macquarie's Activities,
- arising out of, or in any way in connection with the Site Conditions encountered in performing Macquarie's Activities.

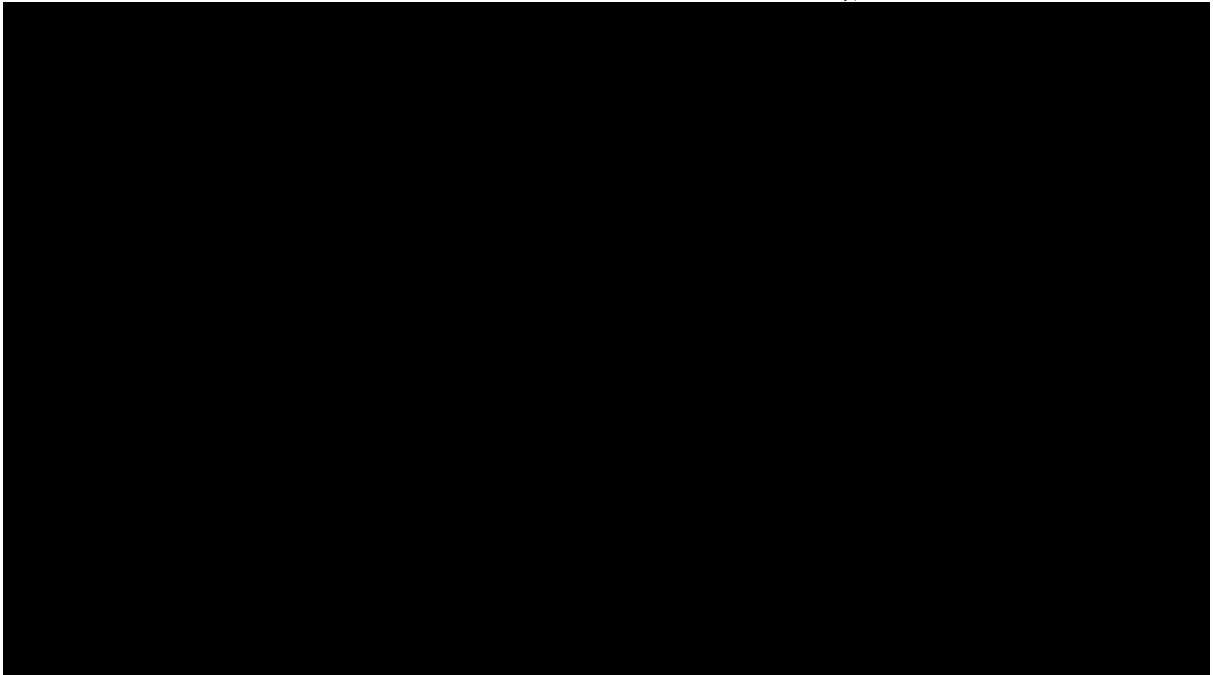
16.2 Information Documents

- (a) **(Information Disclaimer):** Prior to the Commencement Date, the Information Disclaimer was signed in respect of Information Documents provided by TfNSW to Macquarie and its Associates.
- (b) **(No warranty):** Without limiting clause 16.2(c) or the warranties in the Information Disclaimer:
 - (i) neither the Principal or TfNSW warrants, guarantees, assumes any duty of care or other responsibility for or make any representation about the accuracy, adequacy, suitability or completeness of the Information Documents;
 - (ii) Macquarie acknowledges that:
 - (A) whether or not an Information Document or any part thereof forms an exhibit or annexure to this deed, the Information Document or part thereof does not form part of this deed and clause 16.2(c) applies to the Information Document or part thereof; and
 - (B) where an Information Document or any part thereof forms an exhibit or annexure to this deed, it does so only for the purposes of identification of that document or part thereof; and
 - (iii) neither the Principal or TfNSW will be liable upon any Claim by Macquarie 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 Macquarie or its Associates or any other person to whom the Information Documents are disclosed; or
 - (B) a failure by the Principal or TfNSW to provide any information to Macquarie or its Associates, except where such failure is a breach of a Project Document.
- (c) **(No reliance)**: Macquarie:
- (i) subject to clause 16.2(e), 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 Macquarie or its Associates, by the Principal, TfNSW or anyone on behalf of the Principal or TfNSW or any other information, data, representation, statement or document for which the Principal and/or TfNSW is responsible or may be responsible whether or not obtained from the Principal, TfNSW or anyone on behalf of the Principal or TfNSW; 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 the Project Documents or carrying out Macquarie's Activities but nothing in this clause 16.2(c) will limit or otherwise affect Macquarie's obligations under the Project Documents;
 - (ii) subject to clause 16.2(e), warrants that it enters into the Project 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 clauses 16.2(c)(i) and 16.2(c)(ii); and
 - (B) the agreements and acknowledgements in the Information Disclaimer and its Binding Offer.
- (d) **(Release and indemnity)**: Macquarie releases and indemnifies the Principal and TfNSW from and against:
- (i) any Claim against the Principal and/or TfNSW by, or Liability of the Principal and/or TfNSW to, any person; or
 - (ii) (without being limited by clause 16.2(d)(i)) any Loss incurred by the Principal and/or TfNSW,
- 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 Macquarie or its Associates or any other person to whom the Information Documents are disclosed by Macquarie or a failure by the Principal and/or TfNSW to provide any information to Macquarie or its Associates;

- (iv) any breach by Macquarie of clause 16.1 or this clause 16.2; or
- (v) the Information Documents being relied upon or otherwise used by Macquarie or its Associates, or by any other person to whom the Information Documents are disclosed by Macquarie, 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),



16.3 Condition of the Construction Site

- (a) The Principal makes no representations and gives no warranty to Macquarie or its Associates in respect of:
 - (i) the Site Conditions likely to be encountered during the execution of Macquarie's Activities or otherwise in respect of the condition of:
 - (A) the Construction Site, Extra Land or their surroundings; or
 - (B) any structure or other thing on, under, above or adjacent to the Construction Site or Extra Land;
 - (ii) the adequacy or suitability of the Construction Site or any Extra Land for Macquarie's Activities; or
 - (iii) the existence, location, condition or availability of Services on, under, above, adjacent to or related to the Construction Site or Extra Land.
- (b) Subject to clauses 11.13, 16.4, 23.11 and 24, Macquarie accepts:
 - (i) the Principal Construction Site and any Extra Land; and
 - (ii) any structures or other things on, above or adjacent to, or under the surface of, the Principal Construction Site and any Extra Land,

in their present condition 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 Project Works, Macquarie's Activities, the Temporary Works and any part of the TSE Works during the period in which Macquarie is responsible for them in accordance with clause 11.11,

arising out of, or in any way in connection with any defects or Site Conditions encountered in performing Macquarie's Activities.

- (c) Subject to clauses 11.13, 16.4, 23.11, 24 and 42.9, Macquarie assumes all risks associated with the Macquarie Land (including any defects or Site Conditions encountered on the Macquarie Land) and will not be entitled to make any Claim against the Principal arising out of or in connection with such risks.
- (d) Macquarie must investigate, design and construct the Project Works and Temporary Works in accordance with this deed and subject to clauses 11.13, 16.4(c), 16.4(d), 23.11 and 24, will not be relieved of its obligations under this deed, irrespective of:
 - (i) the Site Conditions encountered in performing Macquarie's Activities;
 - (ii) whatever may be the condition or characteristics (including all sub-surface conditions) of:
 - (A) the Construction Site or any Extra Land, the Environment or their surroundings; or
 - (B) any structure or other thing on, above or adjacent to, or under the surface of, the Construction Site or any Extra Land, the Environment or their surroundings; and
 - (iii) any assumptions, projections, estimates, contingencies or otherwise that Macquarie or MCH may have made in relation to the Site Conditions or the conditions or the characteristics of any of the matters referred to in clause 16.3(d)(ii).

16.4 Contamination

- (a) In addition to the requirements of the Environmental Documents and without limiting clauses 16.1 and 16.3 (but subject to clause 16.4(c) and 16.4(d), Macquarie bears the risk of all Contamination:
 - (i) on, in, over, under or about the Principal Construction Site to the extent it is actually disturbed by or interfered with in the carrying out of Macquarie's Activities, provided that Macquarie's risk and obligation to remediate is limited to that part of such Contamination which is actually disturbed by or interfered with in the carrying out of Macquarie's Activities (and not to remediate the entire mass of such Contamination or trace to the source of the Contamination, where that wider mass or source has not been disturbed or interfered with in the carrying out of Macquarie's Activities);
 - (ii) which migrates:
 - (A) on to the Principal Construction Site as a result of Macquarie's Activities and which could have been reasonably anticipated by a competent and experienced contractor that had examined:

- (aa) the Principal Construction Site and its surroundings; and
- (bb) all Information Documents and any other information that was made available in writing by the Principal, TfNSW, or by any other person on the Principal's or TfNSW's behalf, to Macquarie prior to the Commencement Date,

provided that Macquarie is not required to trace to the source of such Contamination; or

- (B) from the Principal Construction Site as a result of Macquarie's Activities due to a breach of a Project Document by Macquarie or a negligent or unlawful act or omission of Macquarie or its Associates,

and Macquarie shall not otherwise be required to remediate Contamination which migrates on to or from the Principal Construction Site except to the extent Macquarie is required to remediate any migrating Contamination pursuant to clause 16.4(c);

- (iii) on, in, over, under or about any Extra Land or which migrates onto or from any Extra Land as a result of Macquarie's Activities;
- (iv) on, in, over, under or about the Macquarie Construction Site or which migrates onto or from the Macquarie Construction Site; or
- (v) to the extent it otherwise arises out of or in connection with Macquarie's Activities, provided that this clause 16.4(a)(v) shall not operate to expand Macquarie's risk in respect of Contamination of the type dealt with in clauses 16.4(a)(i), (ii) or (iii).

- (b) To the extent that Macquarie bears the risk of Contamination under clause 16.4(a), Macquarie must undertake Remediation of any such Contamination in accordance with Law, the Environmental Documents and all guidelines made or approved by the EPA so that:

- (i) in respect of Contamination on, in, over, under or about the Principal Construction Site:

- (A) the Principal Construction Site is suitable for the performance of Macquarie's Activities and the further construction, operation and maintenance of Sydney Metro City & Southwest; and

- (B) whole of life costs associated with the further construction, operation and maintenance of Sydney Metro City & Southwest at the relevant parts of the Principal Construction Site where the Remediation is undertaken are minimised; and

- (ii) in respect of any Contamination in, on, over, under or about any land outside the Principal Construction Site (including any Extra Land), so that the Relevant Land is returned to the state that it would have been in if unaffected by Macquarie's Activities (unless otherwise agreed with the relevant third party).

- (c) If:

- (i) Contamination on, in, over, under or about the Principal Construction Site is caused by the Principal or its Associates after the Commencement Date and such Contamination is disturbed by or interfered with in the carrying out of Macquarie's Activities, clause 16.4(b) will apply; or

- (ii) Macquarie is otherwise required by Law, an Authority or this deed to undertake Remediation of Contamination for which Macquarie is not responsible under clause 16.4(a), Macquarie must comply with its obligations at Law, under the Environmental Documents and all guidelines made or approved by the EPA in respect of any such requirement,

however:

- (iii) where such compliance causes Macquarie to incur greater cost than otherwise would have been incurred had the Contamination not been caused by the Principal or its Associates, or Macquarie had not been required by Law, an Authority or this deed to remediate such Contamination (as applicable), the difference will be dealt with and valued as if it were a Variation; and
 - (iv) Macquarie will be entitled to an extension of time to any relevant Date for Milestone Achievement, Date for Construction Completion or Date for Completion under clause 23 if the requirements of that clause are satisfied.
- (d) Without limiting clause 11.5 and Schedule A21, the parties acknowledge that, under the TSE Contract, the TSE Contractor must remediate certain Contamination:
- (i) on, in, over, under or about the Construction Site which is disturbed by or interfered with in the carrying out of the TSE Contractor's Activities;
 - (ii) which migrates to or from the Construction Site as a result of the TSE Contractor's Activities; and
 - (iii) which otherwise arises out of or in connection with the TSE Contractor's Activities,

and that Macquarie will not be responsible for any Contamination on, in, over, under, about or migrating to or from the Construction Site under clause 16.4(a) to the extent that the TSE Contractor is required to remediate that Contamination under the TSE Contract.

- (e) For the purposes of this clause 16.4, Lot 1 in Deposited Plan 52616 (known as 9-19 Elizabeth Street) and the land on which the North Shaft Elongation Works will be carried out by Macquarie shall be treated as part of the Macquarie Construction Site.

16.5 Environmental compliance

Macquarie must:

- (a) **(no improper use of Construction Site or Extra Land):** not use the Construction Site or any Extra Land, or allow Subcontractors to use the Construction Site or any Extra Land, so that:
 - (i) any Hazardous Chemical is abandoned or dumped on the Construction Site or Extra Land;
 - (ii) any Hazardous Chemical is handled in a manner which is likely to cause an Environmental Hazard; or
 - (iii) any other substance is released from, deposited to, or emanates from, the Construction Site or Extra Land such that a state of Contamination occurs except where such release, deposit or emanation was an unavoidable consequence of performing Macquarie's Activities in accordance with Good

Industry Practice and otherwise in accordance with the requirements of this deed;

- (b) **(be environmentally responsible)**: at all times carry out, and ensure that Subcontractors carry out, Macquarie's Activities in an environmentally responsible manner, in accordance with Good Industry Practice, and so as to protect the Environment and keep the Construction Site and any Extra Land in a good and safe condition;
- (c) **(comply with Environmental laws)**: without limiting clause 5:
 - (i) comply with, and ensure that Subcontractors in performing Macquarie's Activities comply with:
 - (A) all Laws relating to the Environment;
 - (B) subject to Schedule D2, the Planning Approvals; and
 - (C) without limiting clause 16.4, all Environmental Notices arising out of or in connection with Macquarie's Activities; and
 - (ii) obtain and comply with all requirements of, and ensure that Subcontractors in performing Macquarie's Activities obtain and comply with all requirements of, any Approvals required in order to release or emit anything from the Construction Site into the air or onto the ground or otherwise into the Environment or to emit any substantial noise or vibrations;
- (d) **(Corporate Environmental Management System)**: have a Corporate Environmental Management System which complies with the Law and is otherwise in accordance with the New South Wales Government Environmental Management System Guidelines (3rd Edition) (August 2013);
- (e) **(notification)**: notify the Principal in writing as soon as practicable after Macquarie:
 - (i) becomes aware of any non-compliance with the requirements of any Law or Approval regarding the Environment, or any Environmental Document, in the performing of Macquarie's Activities;
 - (ii) becomes aware of any information, fact or circumstance where, 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 relating to the Environment (without limiting any other obligation of Macquarie in relation to the information, fact or circumstances); or
 - (iii) notifies any Authority of any matter pursuant to any Law relating to the Environment, in which case Macquarie must provide to the Principal a copy of such notification and of any subsequent correspondence with the Authority in relation to the subject of the notification; and
- (f) **(indemnity)**: indemnify the Principal against any Loss incurred by the Principal arising out of or in any way in connection with an Environmental Notice received by the Principal to the extent that it arises out of or in connection with any Contamination:
 - (i) caused by Macquarie in connection with Macquarie's Activities; or
 - (ii) that occurs as a result of a breach by Macquarie of this deed,

and release the Principal from and against any Claim against the Principal by Macquarie, or liability of the Principal arising out of or in any way in connection with any Contamination for which Macquarie is responsible under this deed.

16.6 **Environmental Management Plans**

Macquarie:

- (a) must prepare the Environmental Management Plans in accordance with the requirements applicable to an "Environmental Management Plan" set out in the New South Wales Government Environmental Management System Guidelines (3rd Edition) (August 2013);
- (b) must comply with, and ensure that Subcontractors in performing Macquarie's Activities comply with, the Environmental Management Plans; and
- (c) will not be relieved from compliance with any of its obligations or its liabilities whether under the Project Documents or otherwise according to Law as a result of:
 - (i) compliance with the Environmental Management Plans;
 - (ii) any audits or other monitoring by the Principal's Representative of Macquarie's compliance with the Environmental Management Plans; or
 - (iii) any failure by the Principal's Representative, or anyone else 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's Representative or other person.

16.7 **Liability under the NGER Legislation**

- (a) Without limiting any other clause in this deed, Macquarie acknowledges and agrees that if Macquarie's Activities 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 Macquarie's Activities under the NGER Legislation.
- (b) If, for the purpose of the NGER Legislation, Macquarie is not taken to have operational control of the facility or facilities referred to in clause 16.7(a):
 - (i) Macquarie must comply with any obligations arising under the NGER Legislation in respect of Macquarie's Activities 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, Macquarie agrees that upon written request by the Principal the parties will, for the purposes of the NGER Legislation, jointly nominate Macquarie as the person with operational control of such facility or facilities (with such nomination continuing until the completion of Macquarie's Activities) 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 clauses 16.7(a) and 16.7(b), 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 Macquarie's Activities, and the NGER Legislation provides:
 - (i) that such liability can be transferred by the Principal to Macquarie; or

- (ii) for a declaration or other mechanism by which Macquarie can become the person with such liability under the NGER Legislation,

Macquarie must, upon 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).

16.8 **Provision of Emissions and Energy Data to the Principal**

- (a) Macquarie must provide Macquarie's Emissions and Energy Data to the Principal's Representative:
 - (i) at such times as may be agreed by the Principal and Macquarie, or, if no such agreement is reached, within 10 Business Days after receiving written notice from the Principal indicating that it requires Macquarie's Emissions and Energy Data to be provided; and
 - (ii) on each occasion that Macquarie is required to provide Macquarie's Emissions and Energy Data to an Authority under the NGER Legislation or any other applicable Law.
- (b) The Principal may use Macquarie's Emissions and Energy Data for any purpose as it sees fit.

16.9 **Reporting Emissions and Energy Data**

- (a) This clause 16.9 applies if despite the operation of clause 16.7, the Principal incurs a liability under or in connection with the NGER Legislation as a result of or in connection with Macquarie's Activities.
- (b) Macquarie must assist the Principal to comply with the NGER Legislation in relation to any aspect of Macquarie's Activities.
- (c) Without limiting clause 16.9(b), if the Principal notifies Macquarie in writing that Macquarie is required to provide Macquarie's Emissions and Energy Data to the Principal, then Macquarie must:
 - (i) provide Macquarie'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:
 - (A) as if Macquarie 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;
 - (B) in accordance with the requirements or Approvals of any Authority and any Directions given by the Principal; and
 - (C) without limiting clauses 16.9(c)(i)(A) or 16.9(c)(i)(B), as required to enable the Principal:
 - (aa) to discharge, as and when they fall due, any obligations that it may have to provide Macquarie's Emissions and Energy Data to any Authority; and
 - (bb) to provide to any Authority any Macquarie's Emissions and Energy Data concerning any greenhouse gas project;

- (ii) keep all such Macquarie's Emissions and Energy Data required to enable it to discharge its obligations under clause 16.9(c)(i);
 - (iii) retain records of its activities that are the basis of Macquarie'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
 - (iv) permit Macquarie'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 clauses 16.9(c)(ii) and 16.9(c)(iii)) and answering questions.
- (d) Macquarie acknowledges and agrees that:
- (i) Macquarie's Emissions and Energy Data is provided to the Principal:
 - (A) to discharge any obligations that the Principal may have to provide such Emissions and Energy Data to an Authority; and
 - (B) so that the Principal may provide to any Authority any Macquarie's Emissions and Energy Data concerning any greenhouse gas project;
 - (ii) the Principal may provide or otherwise disclose Macquarie's Emissions and Energy Data to any Authority; and
 - (iii) nothing in this clause 16.9 is to be taken as meaning that the Principal has agreed to perform on behalf of Macquarie, any obligation that Macquarie 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).

17. COMMENCEMENT OF WORKS AND ACCESS

17.1 Interim Access Licence and interface coordination

- (a) The Principal may give Macquarie written notice when a part of the TSE Site is Accessible.
- (b) Subject to clauses 17.1(c) and 17.5, if the Principal gives Macquarie a notice in accordance with clause 17.1(a), the Principal must grant to Macquarie a non-exclusive licence to access and use, and to permit its Subcontractors to access and use, each Accessible part of the TSE Site the subject of a notice from the Principal to Macquarie under clause 17.1(a) for the purpose of performing Macquarie's Activities.
- (c) Each Interim Access Licence:
 - (i) commences on the first day of the Interim Access Period; and
 - (ii) terminates on the earlier of:
 - (A) the last day of the Interim Access Period; and
 - (B) termination of this deed;

- (iii) is personal in nature and does not create any entitlement or interest in the TSE Site; and
- (iv) is subject to:
 - (A) the restrictions upon the access, possession and use of that part of the TSE Site referred to in the Site Access Schedule, the Project Cooperation and Integration Deeds and Schedule D3; and
 - (B) Macquarie and the D&C Contractor executing a deed poll in favour of the TSE Contractor in the form of Schedule A12 to the TSE Contract if requested to do so by the Principal.
- (d) If the Principal grants Macquarie an Interim Access Licence pursuant to clause 17.1(b), Macquarie may, but is not obliged to, access and use the Accessible part of the TSE Site the subject of that Interim Access Licence.
- (e) Without limiting Macquarie's obligations under the TSE Cooperation and Integration Deed, to the extent that Macquarie uses or accesses the Accessible part of the TSE Site during the Interim Access Period, Macquarie:
 - (i) acknowledges that during an Interim Access Period:
 - (A) Macquarie's Activities interface with the TSE Works; and
 - (B) the TSE Contractor may be executing work on parts of the TSE Site at the same time as Macquarie is performing Macquarie's Activities; and
 - (C) the TSE Contractor will be engaged as principal contractor in respect of the TSE Site;
 - (ii) must at all times:
 - (A) fully co-operate with the TSE Contractor;
 - (B) carefully coordinate and interface Macquarie's Activities with the TSE Works;
 - (C) perform Macquarie's Activities so as to minimise any interference with or disruption or delay to the TSE Works; and
 - (D) attend coordination meetings as required in accordance with the TSE Cooperation and Integration Deed; and
 - (iii) must promptly advise the Principal's Representative of all matters arising out of Macquarie's access to any part of the TSE Site that may have an adverse effect upon Macquarie's Activities.
- (f) Macquarie agrees that, except where expressly provided under this deed, Macquarie:
 - (i) will have no Claim; and
 - (ii) will not assert any right whatsoever,

against the Principal arising out of, or in relation to, Macquarie accessing any part of the TSE Site during an Interim Access Period or any failure by the Principal to notify Macquarie that any part of the TSE Site is Accessible or grant Macquarie an Interim Access Licence (including under clauses 23.11 and 24).

17.2 Construction Licence

- (a) The Principal must provide Macquarie with access to each part of the Principal Construction Site by the relevant Site Access Date for that part in accordance with the Site Access Schedule.
- (b) Subject to clause 17.2(c) and clause 17.5, the Principal grants to Macquarie a non-exclusive licence to use and occupy, and to permit its Subcontractors and Sub-Tenants to use and occupy, the Principal Construction Site for the purposes of performing Macquarie's Activities in accordance with this deed and, in respect of Construction Site (Area 1) only, for the purposes described in clause 17.3(d), and Macquarie accepts the grant of that licence.
- (c) The Construction Licence:
 - (i) commences in respect of each part of the Principal Construction Site on:
 - (A) in relation to:
 - (aa) Construction Site (Area 1), the Commencement Date; and
 - (bb) Construction Site (Area 2), the Site Access Date for Construction Site (Area 2) set out in section 3 of the Site Access Schedule;
 - (B) in relation to Construction Site (Area 3), Construction Site (Area 4) and Construction Site (Area 5):
 - (aa) where the Principal has not issued a notice under clause 17.2(e) in relation to that part of the Principal Construction Site, the date on which Macquarie is granted access for that part of the Principal Construction Site; and
 - (bb) where the Principal has issued a notice under clause 17.2(e) in relation to that part of the Principal Construction Site, the date in accordance with clause 17.2(f), 17.2(g)(i) or 17.2(g)(ii)(B); and
 - (ii) subject to clause 17.2(c)(iii), terminates in respect of each part of the Principal Construction Site on the earlier of:
 - (A) if:
 - (aa) a Site Access Expiry Date is specified in the Site Access Schedule with respect to the relevant part of the Principal Construction Site; and
 - (bb) Macquarie has not provided the Principal with a notice under clause 17.2(h) with respect to the relevant part of the Principal Construction Site,

the Site Access Expiry Date for that part of the Principal Construction Site;
 - (B) if the relevant part of the Principal Construction Site forms part of a Retail Lot, the grant of the relevant Retail Lease;
 - (C) if the relevant part of the Principal Construction Site forms part of the 50 Martin Place Ancillary Amenities Lot, the earlier of the Last Date of

Completion and the date on which the 50 Martin Place Ancillary Amenities Lot is transferred by the Principal to Macquarie Bank Limited under clause 31.11; and

- (D) the relevant Portion Handover Date;
 - (iii) subject to clause 45.11(b), on the termination of this deed;
 - (iv) is personal in nature and does not create any entitlement or interest in the Principal Construction Site; and
 - (v) is subject to restrictions upon the access, possession and use of the Principal Construction Site referred to in the Site Access Schedule, the Project Cooperation and Integration Deeds and Schedule D4.
- (d) The Principal's Representative must give Macquarie:
- (i) 6 months;
 - (ii) 3 months;
 - (iii) 1 month; and
 - (iv) 1 week,
- prior notice of the estimated TSE Date of Construction Completion.
- (e) If the TSE Date of Construction Completion is earlier than a Site Access Date, the Principal's Representative may (but is not obliged to) give written notice offering Macquarie access to the relevant part of the Principal Construction Site from a specified date prior to the Site Access Date.
- (f) If the date specified in the notice given by the Principal's Representative pursuant to clause 17.2(e) is on or later than the Early Site Access Date, then:
- (i) Macquarie must accept the relevant part of the Principal Construction Site from the date specified in the notice given by the Principal's Representative pursuant to clause 17.2(e); and
 - (ii) the Construction Licence will commence with respect to the relevant part of the Principal Construction Site from the date specified in the Principal's Representative's notice.
- (g) If the date specified in the notice given by the Principal's Representative pursuant to clause 17.2(e) is earlier than the Early Site Access Date, Macquarie must, within 10 Business Days after receiving a notice under clause 17.2(e):
- (i) accept the offer of early access by written notice, in which case the Construction Licence will commence with respect to the relevant part of the Principal Construction Site from the date specified in the Principal's Representative's notice or such other date as may be agreed by the parties; or
 - (ii) decline the offer of early access by written notice, in which case:
 - (A) Macquarie must accept the Principal Construction Site from the Early Site Access Date; and

(B) the Construction Licence will commence from the Early Site Access Date for the relevant part of the Principal Construction Site,

and if Macquarie fails to respond to the notice, Macquarie is deemed to have declined the offer of early access and clause 17.2(g)(ii) applies.

(h) Subject to clause 17.2(i), if Macquarie requires access to a part of the Principal Construction Site for which a Site Access Expiry Date is specified in the Site Access Schedule after the applicable Site Access Expiry Date in order to carry out Macquarie's Activities, Macquarie must:

(i) notify the Principal's Representative in writing as soon as practicable, and in any event no less than 20 Business Days, prior to the applicable Site Access Expiry Date:

(A) that Macquarie requires access to that part of the Principal Construction Site after the Site Access Expiry Date; and

(B) of the date on which Macquarie will vacate the relevant part of the Principal Construction Site;

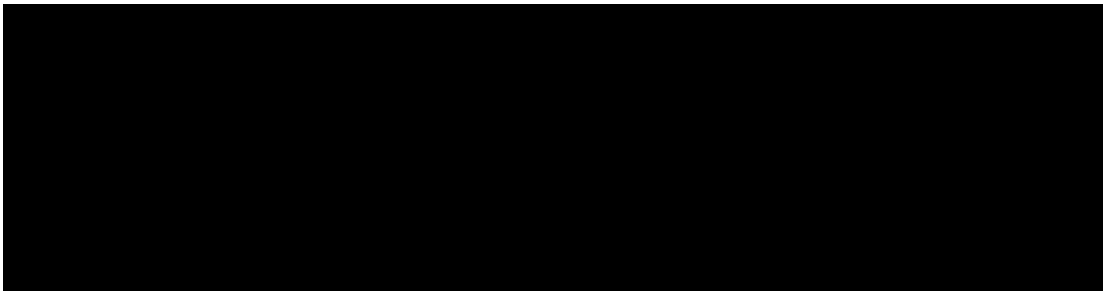
(ii) notify the Principal's Representative at least once every 20 Business Days after Macquarie has first given notice under clause 17.2(h)(i) of any change to the date on which Macquarie will vacate that part of the Principal Construction Site until Macquarie vacates that part of the Principal Construction Site;

(iii) use its best endeavours to vacate that area of the Principal Construction Site as soon as practicable after the Site Access Expiry Date; and

(iv) immediately notify the Principal's Representative after Macquarie has vacated the relevant part of the Principal Construction Site.

(i) Clause 17.2(h) and clause 23.11(b) do not apply to extend the Site Access Expiry Dates for the parts of the Construction Site referred to in rows 3 and 5 of the table in paragraph 5 in the Site Access Schedule beyond [REDACTED] in which case, access cannot extend beyond the relevant lease expiry date) and Macquarie must vacate that part of the Principal Construction Site by such date.

(j) Clauses 17.2(e), 17.2(f) and 17.2(g) do not apply in relation to Construction Site (Area 1) or Construction Site (Area 2).



17.3 Access to and use of the Principal Construction Site

(a) Macquarie is responsible for gaining access to and from the Principal Construction Site and, except as expressly provided in a Project Document, will not be entitled to make any Claim against the Principal in connection with access, or failure to gain or delay in gaining access, to and from the Principal Construction Site.

- (b) Macquarie:
 - (i) must access the Principal Construction Site only at the points of entry and exit and via the routes set out in the Environmental Documents; and
 - (ii) without limiting clause 17.1, bears the risk of coordinating its access to the Principal Construction Site with any other person that uses the access ways to the Principal Construction Site.
- (c) Subject to clause 17.3(d), Macquarie must not use the Principal Construction Site, or permit it to be used, for any purpose other than:
 - (i) Macquarie's Activities;
 - (ii) the OSD Developer's Activities, to the extent that the OSD Developer accesses, occupies or uses the Principal Construction Site as contemplated by clause 13.1(f); or
 - (iii) the fit-out of the Retail Lot,
 without the Principal's prior written consent.
- (d) Macquarie may use Construction Site (Area 1) for the following uses:
 - (i) accessing existing end of trip facilities and decommissioning and winding down of such facilities, provided such use does not delay the satisfaction of the conditions of approval referred to in clause 5.2(b)(vi) or the commencement of the demolition of the building located on Construction Site (Area 1); and
 - (ii) access in order to complete infill works on the Macquarie Land which are required as a result of the demolition referred to in clause 17.3(d)(i).

17.4 Variation of the Principal Construction Site

- (a) If a Variation causes, or will cause, any structure forming part of the Project Works or the Temporary Works to encroach into the OSD Construction Site:
 - (i) the Principal will give written notice to Macquarie:
 - (A) identifying the affected area of the OSD Construction Site (**Area of Encroachment**); and
 - (B) attaching an amended Site Access Schedule which includes the Area of Encroachment in the relevant section of the amended Site Access Schedule; and
 - (ii) on and from the date specified in the Principal's notice:
 - (A) each reference to "Site Access Schedule" in the Project Documents will be deemed to be a reference to the amended Site Access Schedule attached to the Principal's notice to Macquarie; and
 - (B) the Area of Encroachment will be omitted from the OSD Construction Site.
- (b) Without prejudice to the OSD Developer's rights under the OSD PDA and subject to clauses 35 and 37, Macquarie will not be entitled to make any Claim against the Principal arising out of or in connection with the operation of this clause 17.4.

17.5 Conditions precedent to access the Principal Construction Site

The Principal is not obliged to give Macquarie access to any area of the Principal Construction Site until Macquarie has:

- (a) provided the Principal with a Fire and Life Safety Report in a form acceptable to the Principal (acting reasonably); and
- (b) complied with clause 6.1(a).

17.6 Licence over Macquarie Construction Site

- (a) Macquarie grants to the Principal an irrevocable, non-exclusive licence to use and occupy, and to permit any Rail Contractor to use and occupy, the Macquarie Construction Site on and from the first Business Day after the Commencement Date, and the Principal accepts the grant of that licence.
- (b) The licence referred to in clause 17.6(a):
 - (i) commences on the Commencement Date;
 - (ii) terminates in respect of each part of the Macquarie Construction Site on the Last Date of Completion; and
 - (iii) is subject to the restrictions upon the access referred to in this deed (including clause 46).
- (c) The Principal must:
 - (i) ensure that the TSE Contractor fulfils the functions and responsibilities of the principal contractor under the WHS legislation to the extent that the TSE Contractor undertakes any construction work on the Macquarie Construction Site; and
 - (ii) ensure that, subject to the other provisions of this deed, the Principal and all Rail Contractors using and occupying the Macquarie Construction Site pursuant to clause 17.6(a) bear the risk of coordinating their access to the Macquarie Construction Site.
- (d) This clause 17.6 survives termination of this deed on any basis.

17.7 Property Works

- (a) Macquarie must:
 - (i) carry out the Property Works:
 - (A) in accordance with the SWTC; and
 - (B) subject to clause 17.7(f), so that, on completion, they are fit for their intended purpose;
 - (ii) after completion of the Property Works with respect to an Unowned Parcel, including the work described in clause 17.7(f), provide to the Principal's Representative:
 - (A) a certificate in the form of Schedule B7, duly executed by the owner or owners of any part of the Unowned Parcel; or

- (B) a statement signed by Macquarie to the effect that such owner or owners have failed or refused to sign a certificate in the form of Schedule B7 within 15 Business Days after it being provided by Macquarie to the owner or owners following completion of the Property Works including the work described in clause 17.7(f); and
- (iii) indemnify the Principal from and against any Claims against the Principal, or Loss suffered or incurred by the Principal, arising out of or in any way in connection with a claim by the owner or owners of any part of an Unowned Parcel where:
 - (A) such owner or owners have not duly signed a certificate in the form of Schedule B7; and
 - (B) the Claim or Loss arises out of or in any way in connection with Macquarie's Activities.
- (b) The acceptance of a certificate or statement provided by Macquarie under clause 17.7(a)(ii) by the Principal's Representative is not approval by the Principal or the Principal's Representative of Macquarie's performance of its obligations under this clause 17.7.
- (c) Where any Property Works are required to be carried out on an Unowned Parcel, Macquarie must give a written notice to the owner or owners of the property (with a copy to the Principal's Representative) which:
 - (i) describes the Property Works to be carried out;
 - (ii) requests access for the purpose of carrying out the Property Works; and
 - (iii) specifies the intended date for commencement of the Property Works,
 not less than 10 Business Days prior to the day which Macquarie intends to commence the Property Works.
- (d) If the owner or owners of a property do not provide Macquarie with sufficient access to carry out the Property Works from either:
 - (i) the date notified in the notice under clause 17.7(c); or
 - (ii) such other date as may be agreed between Macquarie and the owner or owners,

Macquarie:

- (iii) must:
 - (A)** give the Principal's Representative a notice stating this; and
 - (B) not carry out the Property Works until the Principal's Representative gives Macquarie a notice specifying that the owner or owners of the property have agreed to give access (or Macquarie has otherwise procured the owner's consent to Macquarie accessing the property), in which event clause 17.7(c) will reapply; and
- (iv) will be liable for the consequences of, and will have no Claim against the Principal arising out of or in any way in connection with, any delay in accessing an Unowned Parcel to carry out the Property Works.

- (e) Upon being given access to any Unowned Parcel for the purpose of carrying out any Property Works, Macquarie must promptly carry out those Property Works in a manner which minimises inconvenience and disruption to the owners, occupiers and users of the Unowned Parcel.
- (f) Macquarie must:
 - (i) rehabilitate any part of an Unowned Parcel to the state agreed between Macquarie (or the D&C Contractor) and the owner of such Unowned Parcel prior to commencing the work or, if no such agreement is reached, the state it was in immediately prior to Macquarie obtaining access; and
 - (ii) otherwise repair any damage or degradation to such a part arising out of or in any way in connection with the performance of its obligations under this clause 17.7.
- (g) The following are conditions precedent to Construction Completion of Portion 1 and Completion of any Portion other than Portion 1:
 - (i) completion of all Property Works under this clause 17.7 that form part of the Portion, including all relevant work under clause 17.7(f); and
 - (ii) provision of all certificates or statements (as the case may be) to the Principal's Representative as required under clause 17.7(a)(ii) in respect of the Property Works that form part of the Portion.

17.8 Native Title Applications and Threatened Species Claims

- (a) Macquarie agrees that if:
 - (i) there is a Native Title Application; or
 - (ii) a Threatened Species Claim is commenced,

affecting any part of the Construction Site or the carrying out of the Project Works, Macquarie must:

 - (iii) continue to perform its obligations under this deed and the other Project 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 all reasonable assistance in connection with dealing with the Native Title Application 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 Application 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 17.8(a)(iii).

- (b) For the purposes of clause 17.8(a)(iii)(A), the Principal may by written notice direct Macquarie to suspend the performance of any or all of Macquarie's Activities until such time as the Principal gives Macquarie further notice.

17.9 **Finding of Artefacts**

Macquarie:

- (a) acknowledges and agrees that:
 - (i) Artefacts may be found on, in or under the surface of the Construction Site; and
 - (ii) as between the Principal and Macquarie, any Artefacts found on, in or under the surface of the Principal Construction Site are and will remain the property of the Principal; and
- (b) must, upon the discovery of an Artefact:
 - (i) notify the Principal within 2 Business Days;
 - (ii) ensure that the Artefact is managed in accordance with the Construction Heritage Management Plan;
 - (iii) comply with all Laws and the Directions of Authorities and the Principal relating to the discovery of the Artefact; and
 - (iv) continue to perform Macquarie's Activities, except to the extent otherwise:
 - (A) directed by the Principal's Representative;
 - (B) ordered by a court or tribunal; or
 - (C) required by Law.

17.10 **Working hours**

Unless otherwise agreed between Macquarie and the Principal's Representative, the hours of work applicable to Macquarie's Activities to be carried out on the Construction Site are those permitted by relevant Law and relevant Authorities.

17.11 **Extra Land**

- (a) Macquarie must:
 - (i) procure for itself, and at its own Cost, the occupation or use of relevant rights over any land or buildings in addition to the Construction Site which is necessary or which it requires for the execution of Macquarie's Activities or to exercise any right or perform any obligation under this deed; and
 - (ii) as a condition precedent to Construction Completion of Portion 1 and Completion of any Portion other than Portion 1 in which Macquarie has had to procure occupation or use of or rights over any Extra Land:
 - (A) rehabilitate that Extra Land in accordance with the requirements of all relevant Authorities and any owner, occupier and any other relevant persons having an interest in the Extra Land; and
 - (B) provide to the Principal's Representative:

- (aa) a properly executed release on terms satisfactory to the Principal's Representative (acting reasonably) releasing the Principal from all Claims from the owner or occupier of, and from any other person having an interest in that Extra Land; or
 - (bb) if Macquarie is unable to obtain such a release despite using its best endeavours to do so, a statement from Macquarie to the effect that such owner or occupier, or other person having an interest in that Extra Land, has failed or refused to execute such a release within 15 Business Days after it being provided by Macquarie to the owner, occupier or other person following completion of the work on that Extra Land; and
- (iii) indemnify the Principal from and against any Claims against the Principal, or Loss suffered or incurred by the Principal, arising out of or in any way in connection with a claim by the owner or occupier of any part of the Extra Land where:
- (A) such owner or occupier has not executed such a release; and
 - (B) the claim or Loss arises out of or in connection with Macquarie's Activities.
- (b) Macquarie acknowledges that:
- (i) integration of the requirements for access to Extra Land is at the sole responsibility, Cost and risk of Macquarie; and
 - (ii) the Principal will not be liable upon any Claim (insofar as is permitted by Law) by Macquarie arising out of or in any way in connection with:
 - (A) identifying and obtaining access to Extra Land; or
 - (B) any delay, additional Costs or other effects on the Project Works related to the ability or inability of Macquarie or its Subcontractors to obtain access to Extra Land or approval to use Extra Land or to integrate Extra Land with the Construction Site.

17.12 Permitted use

Macquarie must not:

- (a) undertake the Project Works (other than the Third Party Works) such that the final location of such works is outside the Project Site;
- (b) undertake the Temporary Works outside the Construction Site; or
- (c) undertake the Local Area Works outside the Construction Site and the Local Areas.

17.13 Value Engineering

- (a) During the first three months following the Commencement Date, Macquarie must participate in a value engineering process with the Principal, including a series of up to six value engineering workshops of up to 4 hours each at times reasonably requested by the Principal's Representative, to identify measures which will, if adopted, achieve one or more of the following objectives:
 - (i) accelerate Milestone Achievement of a Milestone;

- (ii) accelerate Construction Completion and Completion of a Portion;
 - (iii) reduce the cost of the Project Works or the Temporary Works;
 - (iv) improve the efficiency or value to the Principal of the completed Project Works;
 - (v) minimise the interface risks in relation to the Project Works, in particular as between Macquarie and any Rail Contractors;
 - (vi) reduce the whole of life costs associated with the operation and maintenance of the Project Works or the further construction, operation and maintenance of Sydney Metro City & Southwest; or
 - (vii) otherwise be of benefit to the Principal,
- (together the **VE Objectives**).

Macquarie must ensure that any relevant personnel reasonably requested by the Principal attend and participate in the value engineering workshops and any other meetings or forums connected with the process. As a minimum, such personnel will include Macquarie's design manager and construction manager and key personnel from any Significant Subcontractor that is undertaking the design of any part of the Project Works or the Temporary Works.

Each party shall bear its own costs of participating in such value engineering process.

- (b) Following the three month process referred to in clause 17.13(a), Macquarie must, during the course of performing Macquarie's Activities, consider the extent to which further measures may be adopted in order to achieve the VE Objectives.
- (c) If:
 - (i) through the value engineering process described in clause 17.13(a), the parties agree on a solution to achieve one or more of the VE Objectives then this shall be treated as a Macquarie proposed Variation under clause 36 and the Principal's Representative may give a written notice to Macquarie under clause 36.2; or
 - (ii) Macquarie identifies further measures which may be adopted in order to achieve one or more of the VE Objectives pursuant to clause 17.13(b) then Macquarie may propose this as a Variation pursuant to clause 36 and the Principal's Representative may give a written notice to Macquarie under clause 36.2.
- (d) This clause 17.13 is without prejudice to the Principal's rights under clauses 35 and 36.

17.15 **South Tower OSD Access**

- (a) The parties acknowledge and agree that:
- (i) following the Last Date of Completion, Macquarie requires non-exclusive access to the area shown hatched on plan "Southern Entrance Post Completion" in Appendix 4 to the SWTC (**OSD Access Area**) for the purposes of accessing the OSD Construction Site in order to complete the OSD Works and complete the floor finishes contemplated by clause 17.15(b)(i); and
 - (ii) if the Last Date of Completion is before [REDACTED]:
 - (A) the Principal will grant to Macquarie a non-exclusive licence to use and occupy, and to permit its Subcontractors to use and occupy, the OSD Access Area for the purposes of accessing the OSD Construction Site to complete the OSD Works and for no other purpose;
 - (B) the construction licence referred to in clause 17.15(a)(i):
 - (aa) commences on the Last Date of Completion; and
 - (bb) will terminate on the earlier of:
 - (a) [REDACTED];
 - (b) if the OSD Access Area forms part of a Retail Lot, the grant of the relevant Retail Lease; and
 - (c) subject to clause 45.11(b), on the termination of this deed;
 - (C) Macquarie bears the risk of destruction, loss or damage to, the Project Works and any other works or equipment located in the OSD Access Area to the extent such damage is caused or contributed to by Macquarie or its Associates; and
 - (D) other than the obligations set out in this clause 17.15, the Principal has no liability to Macquarie under this deed or otherwise in relation to Macquarie's use of the OSD Access Area.
- (b) Notwithstanding any other provision of this deed, Macquarie must, on or before [REDACTED]
- (i) complete the floor finishes in the OSD Access Area in accordance with the requirements of Appendix 11 to the SWTC; and
 - (ii) promptly repair and make good any damage to the floor surfaces or the Project Works in the OSD Access Area arising out of, or in any way in connection with:
 - (A) the carrying out by:
 - (aa) Macquarie of Macquarie's Activities; or

- (bb) the OSD Developer of the OSD Developer's Activities;
 - (B) a failure by Macquarie to comply with its obligations under a Project Document; or
 - (C) Macquarie's use of or access to the OSD Access Area.
- (c) Macquarie indemnifies the Principal from and against any Loss incurred by the Principal arising out of or in connection with a failure by Macquarie to comply with its obligations under clause 17.15(b) on or before [REDACTED]

18. **PORTIONS**

18.1 **Principal's Representative may direct Portions**

- (a) In addition to the Portions identified in paragraph 3 of Schedule A2, the Principal's Representative may (in its absolute discretion), at any time and from time to time, by written notice to Macquarie direct additional Portions under this clause 18.1.
- (b) The notice by the Principal's Representative pursuant to clause 18.1(a) must set out that part of the Project Works which will become an additional Portion.
- (c) In respect of any additional Portion directed under this clause 18.1, if the notice under clause 18.1(a) is given by the Principal:
 - (i) before the Date for Construction Completion of the relevant existing Portion and before the relevant part of the Portion to be separated has reached a stage equivalent to Construction Completion, Macquarie will be entitled to payment pursuant to clause 18.1(d);
 - (ii) subject to clause 18.1(da), after the Date for Construction Completion of the relevant existing Portion but before the relevant part of the Portion to be separated has reached a stage equivalent to Construction Completion, Macquarie will not be entitled to any grant of additional time or payment of Costs or expenses (by way of Variation or otherwise) in respect of the direction of the additional Portion; or
 - (iii) subject to clause 18.1(da), after the date the relevant part of the Portion to be separated has reached a stage equivalent to Construction Completion, Macquarie will not be entitled to any grant of additional time or payment of Costs or expenses (by way of Variation or otherwise) in respect of the direction of the additional Portion.
- (d) In respect of any additional Portions to which clause 18.1(c)(i) applies:
 - (i) the Principal will pay to Macquarie an amount equal to the Variation Costs that are directly attributable to the direction of the relevant additional Portion (excluding any finance costs and any direct costs saved or which will be saved or which ought reasonably to have been saved in connection with the direction of the additional Portion) pursuant to clause 37; and
 - (ii) Macquarie will be entitled to claim an extension of time to the Date for Construction Completion of the Portion affected by the direction for an additional Portion and clauses 23.9, 23.10 and 23.11 will apply to such claim,

as if the Principal had directed a Variation.

- (da) In respect of any additional Portions to which clauses 18.1(c)(ii) or 18.1(c)(iii) apply, the Principal will pay Macquarie an amount equal to the net incremental costs of the D&C Contractor and Macquarie arising from changed access arrangements in, through and around the completed Portion (excluding any finance costs and any direct costs saved or which will be saved or which ought reasonably to have been saved in connection with the direction of the additional Portion) pursuant to clause 37 as if the Principal had directed a Variation).
- (e) Any notice given by the Principal's Representative under clause 18.1(a) must, for each Portion, include details of:
 - (i) the Project Works and Temporary Works;
 - (ii) the Date for Construction Completion;
 - (iii) the Date for Completion; and
 - (iv) respective amounts of liquidated damages,
 as determined by the Principal's Representative (acting reasonably).
- (f) If the Principal elects to direct any additional Portions pursuant to clause 18.1(a), the Principal must have regard to the obligations of the Appointed Principal Contractor in relation to the WHS Legislation.
- (g) Without prejudice to Macquarie's right to make a claim under clause 23.9 and clause 24.1 (where applicable), the Principal's Representative may, in its absolute discretion for any reason and at any time, from time to time, by notice in writing to Macquarie and the Principal unilaterally extend the Date for Construction Completion of a Portion by any period specified in that notice.
- (h) The Principal's exercise of its discretion under clause 18.1(g) does not limit Macquarie's right to make a claim under clause 23.9 and clause 24.1 where, but for the exercise of the discretion, Macquarie would have been entitled to an extension of time or a Compensation Event.
- (i) The power to extend the Date for Construction Completion of a Portion under clause 18.1(g):
 - (i) may be exercised whether or not Macquarie has made, or is entitled to make, a claim for an extension of time to any Date for Construction Completion, or is entitled to be, or has been, granted an extension of time to any relevant Date for Construction Completion, under clause 23;
 - (ii) subject to clause 18.1(i)(iii), may only be exercised by the Principal's Representative and the Principal's Representative is not required to exercise its discretion under clause 18.1(g) for the benefit of Macquarie;
 - (iii) without limiting clause 4.1, may be exercised or not exercised (as the case may be) by the Principal's Representative in accordance with the directions of the Principal; and
 - (iv) is not a Direction which can be the subject of a Dispute pursuant to clause 52 or in any other way opened up or reviewed by any other person (including the IDAR Panel or any arbitrator or court).

18.2 Interpretation of Portions

The interpretations of:

- (a) Macquarie's Activities;
- (b) Project Works;
- (c) Temporary Works;
- (d) Works;
- (e) Third Party Works;
- (f) Local Area Works;
- (g) Service Works;
- (h) Property Works;
- (i) Project Site;
- (j) Construction Site;
- (k) Construction Completion;
- (l) Date for Construction Completion;
- (m) Date of Construction Completion;
- (n) Completion;
- (o) Date for Completion;
- (p) Date of Completion; and
- (q) Defects Correction Period,

and clauses 17.1 to 17.6, 17.11, 20.3(a)(x); 21.5; 21.8; 21.10; 21.11; 23; 24; 30; 34.2; 35.2(c); 41.3; 41.4; 41.14 and the SWTC (including its appendices) will apply separately to each Portion (including any Portion determined under clause 18.1) and references therein to any of the terms in clauses 18.2(a) to (q) (inclusive) above will mean so much of Macquarie's Activities, Project Works, Temporary Works, Works, Third Party Works, Local Area Works, Property Works, Service Works, Project Site, Construction Site, Construction Completion, Date for Construction Completion, Date of Construction Completion, Completion, Date for Completion, Date of Completion and Defects Correction Period as is comprised in, or associated with, the relevant Portion.

19. **ENCUMBRANCES**

19.1 **Principal's Land**

- (a) The Principal must ensure that it is the freehold owner of the Principal's Land by the Construction Licence Commencement Date.
- (b) Macquarie must comply with:
 - (i) the terms of any easement, restrictions on use, covenants, agreements or other similar arrangements burdening or benefiting the Principal's Land as recorded in the register maintained by LRS under the *Real Property Act 1900* (NSW); and
 - (ii) any conditions or restrictions on access that apply to an area of the Construction Site as specified in the Site Access Schedule.

- (c) Except as otherwise provided in this deed (including clauses 10.3(a)(iv) and 19.1(d)) the Principal must not at any time create, or permit the creation of, any Encumbrance or Security Interest in respect of the Principal's Land after the Commencement Date without the consent of Macquarie (such consent not to be unreasonably withheld or delayed).
- (d) The Principal may, at any time and from time to time, create or permit the creation of the following Encumbrances on the title to the Principal's Land:
 - (i) any Encumbrance necessary, in the opinion of the Principal, to enable the construction and/or operation of Sydney Metro City & Southwest (including Martin Place Metro Station); and
 - (ii) any Encumbrance required by an Authority.
- (e) If the Principal creates, or permits the creation of, any Encumbrance pursuant to clause 19.1(d) which prevents Macquarie from complying with its obligations or exercising its rights under this deed or increases Macquarie's costs of performing the Project Works in accordance with this deed, Macquarie will be entitled to be paid the net incremental costs (excluding finance costs) reasonably incurred by Macquarie as a direct result of the existence of the Encumbrance, except where the relevant Encumbrance:
 - (i) was required by an Authority;
 - (ii) relates to the grant of a construction licence for a Rail Contractor or Retail Lessee;
 - (iii) is expressly contemplated by the Draft Section 88B Instrument or the Draft BMS; and/or
 - (iv) was known to Macquarie on the Commencement Date or otherwise should reasonably have been anticipated or contemplated by Macquarie at the Commencement Date having regard to the activities required to enable the construction and/or operation of Sydney Metro City & Southwest.
- (f) Macquarie must provide the Principal such evidence of the extra costs claimed pursuant to clause 19.1(e) as may be required by the Principal to substantiate the costs claimed.
- (g) The costs payable to Macquarie under clause 19.1(e) will be Macquarie's sole remedy in relation to any Encumbrance created, or permitted to be created, by the Principal pursuant to clause 19.1(d).
- (h) The parties agree that neither Macquarie nor the D&C Contractor will be liable to pay licence fees or rents to the Principal or any third party (including the Council of the City of Sydney) for any access or occupation right of the Principal Construction Site.

19.2 Macquarie Land

- (a) Macquarie:
 - (i) must ensure that Macquarie Bank Limited is, and that it will remain, the freehold owner of the Macquarie Land until the date on which the Subdivision Plan is registered; and
 - (ii) acknowledges that certain parts of the Macquarie Land will form part of:

- (A) the Macquarie Construction Site; and
 - (B) the Subdivision Land.
- (b) Macquarie:
 - (i) must ensure that, prior to lodgement of the Subdivision Plan, the Relevant Land is free from Encumbrances and Security Interests and that all tenants and other parties who had a right to occupy the Relevant Land prior to the Commencement Date have vacated the Relevant Land; and
 - (ii) except as otherwise provided in this deed (including clause 19.2(c)), must not at any time create, or permit the creation of, any Encumbrance or Security Interest in respect of the Relevant Land after the Commencement Date without the consent of the Principal (such consent not to be unreasonably withheld).
- (c) Macquarie may, at any time and from time to time, create Encumbrances on the title to the Macquarie Land (other than the Relevant Land).

20. DESIGN AND DESIGN DOCUMENTATION

20.1 Design obligations

Macquarie must design the Project Works and the Temporary Works:

- (a) in accordance with:
 - (i) the SWTC;
 - (ii) any Variation:
 - (A) directed by the Principal by a Variation Order; or
 - (B) otherwise approved by the Principal as permitted under a term of this deed; and
 - (iii) the other requirements of this deed; and
- (b) without limiting clause 20.1(a), so that the Project Works comply with any applicable Law.

20.2 Design Stage 1

- (a) Subject to clause 20.3(c):
 - (i) Macquarie acknowledges that prior to the Commencement Date it prepared the Design Stage 1; and
 - (ii) the parties acknowledge and agree that the design development and review required to progress the concept design for the Project Works to Design Stage 1 occurred prior to the Commencement Date.
- (b) Macquarie agrees that it bears absolutely all risks howsoever they may arise as a result of Macquarie's use of, or reliance upon, the Design Stage 1 in performing Macquarie's Activities and that such use and reliance will not limit or otherwise reduce any of its obligations under this deed.

- (c) Subject to clause 20.3(c) and Macquarie's contractual right to claim under clauses 11.13, 16.4, 23.11 and 24, Macquarie is responsible for, and assumes the risk of, any Loss it suffers or incurs arising out of or in connection with:
- (i) the design and construction of the Project Works and the Temporary Works using the Design Stage 1 costing more, or taking longer, than anticipated; and
 - (ii) any differences between the Project Works and the Temporary Works which Macquarie is required to design and construct (ignoring for this purpose any differences which are the subject of a Variation Order) and the Design Stage 1 including:
 - (A) differences necessitated by any Site Conditions encountered; and
 - (B) differences required to ensure that:
 - (aa) the Project Works and the Temporary Works satisfy the requirements of this deed;
 - (bb) upon Construction Completion (in respect of Portion 1) or Completion (in respect of any Portion other than Portion 1) the Project Works are, and will be capable of remaining at all relevant times, fit for their intended purposes; and
 - (cc) the Temporary Works will upon Construction Completion (in respect of Portion 1) or Completion (in respect of any Portion other than Portion 1) be, and will be capable of remaining at all relevant times, fit for their intended purposes,
- and irrespective of any assumptions, projections, estimates, contingencies or otherwise that Macquarie may have made in relation to any of the matters set out in clauses 20.2(c)(i) and (ii) above.
- (d) Despite any other provision in this deed, the parties acknowledge and agree that, in the event of any ambiguity, discrepancy or inconsistency in, or between, the Design Documentation (including the Design Stage 1) and the SWTC, the SWTC will prevail over the Design Documentation

20.3 Design warranties

- (a) Subject to clause 16.2(e), Macquarie warrants to the Principal that:
- (i) the Design Stage 1 has been prepared by Macquarie;
 - (ii) it remains responsible for ensuring that the Project Works and the Temporary Works will satisfy the requirements of this deed despite the Design Stage 1;
 - (iii) if the Project Works and the Temporary Works are designed and constructed using the Design Stage 1, the Project Works and the Temporary Works will satisfy the requirements of this deed but nothing in this clause 20.3(a)(iii) affects or limits clause 20.2, which will prevail to the extent of any inconsistency;
 - (iv) it will carry out and complete Macquarie's Activities using the Design Stage 1 but nothing in this clause 20.3(a)(iv) affects or limits clause 20.2, which will prevail to the extent of any inconsistency;

- (v) it will not make any adjustments to the Design Stage 1 that will reduce the:
 - (A) durability;
 - (B) whole of life performance;
 - (C) environment and sustainability performance; or
 - (D) safety,

of any part of the Project Works (all of which must comply with the SWTC as a minimum), or materially increase the whole of life costs associated with any part of the Project Works;

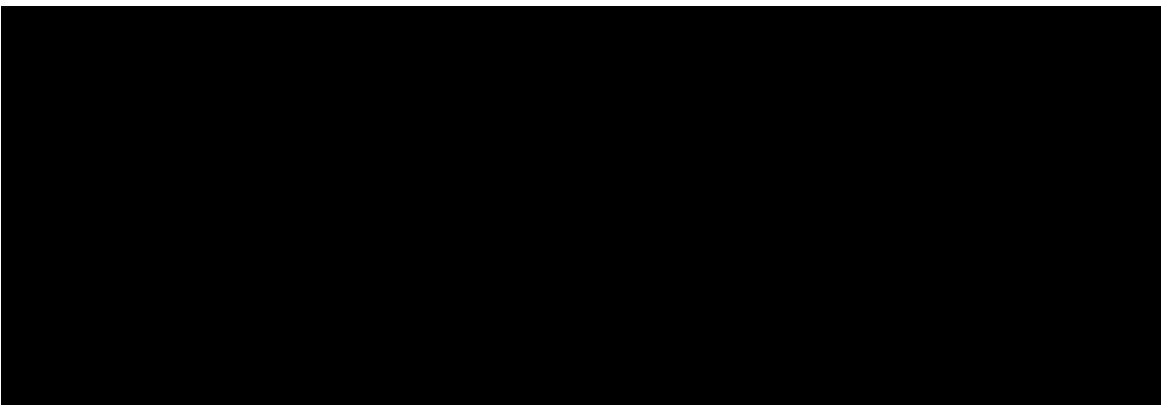
- (vi) it has checked, examined, analysed and carefully considered the SWTC (excluding the SWTC Reliance Provisions [REDACTED] and Environmental Documents and that:

- (A) it has satisfied itself as to the completeness, correctness, accuracy, appropriateness, suitability and adequacy of the SWTC;
- (B) it has satisfied itself that there are no omissions, ambiguities, discrepancies or inconsistencies in or between the SWTC and Environmental Documents;
- (C) the SWTC is proper, adequate and fit for its intended purpose including for the purpose of enabling Macquarie to carry out Macquarie's Activities in accordance with, and to ensure that the Project Works and the Temporary Works comply with, this deed including the other warranties in this clause 20.3;
- (D) it will be fully and exclusively responsible and liable for the design of the Project Works and the Temporary Works (including the Design Documentation), including any submitted or re-submitted to the Independent Certifier or the Principal's Representative in accordance with this deed;
- (E) it will be fully and exclusively responsible and liable for all risks howsoever they may arise as a result of the use by Macquarie of, or reliance upon, the SWTC; and
- (F) the use of, or reliance upon, the SWTC does not affect any of its obligations under this deed or entitle Macquarie to make any Claim against the Principal arising out of or in any way in connection with the SWTC;

- (vii) the Design Documentation will:

- (A) satisfy the requirements of the SWTC and the other requirements of this deed;
- (B) be and will remain at all relevant times fit for its intended purpose; and
- (C) be prepared, certified, verified, completed and used in accordance with the requirements of this deed;

- (viii) construction will be carried out in accordance with the Design Documentation which Macquarie is entitled to use for construction purposes in accordance with clause 20.11(a);
- (ix) construction carried out in accordance with the Design Documentation which Macquarie is entitled to use in accordance with clause 20.11(a) will satisfy the requirements of this deed; and
- (x) each Portion (both individually and in combination with any earlier completed Portions) and the Project Works as a whole will:
 - (A) be completed in accordance with, and satisfy the requirements of, this deed;
 - (B) upon Construction Completion (in respect of Portion 1) or Completion (in respect of any Portion other than Portion 1), be fit for their intended purposes; and
 - (C) upon Construction Completion (in respect of Portion 1) or Completion (in respect of any Portion other than Portion 1), be capable of remaining at all relevant times after Construction Completion (in respect of Portion 1) or Completion (in respect of any Portion other than Portion 1) fit for their intended purposes.
- (b) Subject to clauses 16.2(e), 20.3(iii), 35.15(b) and 35.15(c), Macquarie agrees that its obligations under, and the warranties given in, clauses 20.2 and 20.3 will remain unaffected and that it will bear and continue to bear full liability and responsibility for the design (including the Design Documentation), construction, commissioning, testing and completion of the Project Works and the Temporary Works notwithstanding:
 - (i) any design work carried out by others prior to the Commencement Date and incorporated in this deed;
 - (ii) any Variation the subject of a Direction by the Principal's Representative; or
 - (iii) the termination (for any reason) of this deed.



20.4 **Preparation and submission of Design Documentation**

- (a) Macquarie must:
 - (i) prepare the Design Documentation in the following Design Stages:
 - (A) Revised Design Stage 1;

(B) Design Stage 2; and

(C) Design Stage 3,

or as otherwise contemplated by the Technical Management Plan;

(ii) submit all Design Documentation (not including Design Documentation to the extent it relates solely to Temporary Works) to the Principal's Representative:

(A) in accordance with the Technical Management Plan;

(B) in a manner and at a rate which, having regard to the quantum of Design Documentation submitted, will give the Independent Certifier a reasonable opportunity to review the submitted Design Documentation; and

(C) in accordance with the requirements of the SWTC;

(iii) submit all Third Party Agreement Design Documentation to the required recipients under any relevant Third Party Agreement at the same time that Macquarie submits such Design Documentation to the Principal's Representative under this deed;

(iv) within 5 Business Days after a request by the Principal's Representative, provide the Principal's Representative with any Design Documentation to the extent it relates solely to Temporary Works; and

(v) ensure the Design Stage 3 Design Documentation submitted is of a level of detail which is sufficient to permit the Independent Certifier and the Principal's Representative to determine whether:

(A) the Design Documentation complies with this deed; and

(B) the Project Works and Temporary Works which will be constructed in accordance with the Design Documentation will comply with this deed.

(b) The Principal may, within 1 Business Day of receiving any Design Stage 3 Design Documentation from Macquarie, provide to the Independent Certifier any element of the Design Stage 3 Design Documentation (if any) that the Principal requires to be reviewed and certified by the Independent Certifier.

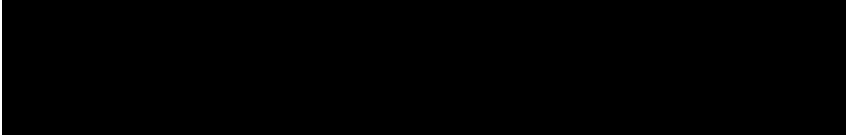
(c) Without limiting clause 20.4(a)(ii), Macquarie must submit the Revised Design Stage 1 within 5 Business Days of the Commencement Date.

20.5 **Third Party Works**

Design Documentation that must be provided under or in connection with any Third Party Agreement must comply with the requirements of the relevant Third Party Agreement.

20.6 **Certification of Design Documentation**

(a) All Design Documentation submitted pursuant to clause 20.4 for Revised Design Stage 1 and Design Stage 2 must be accompanied by a certificate in the form of Schedule B8 from Macquarie certifying that the Design Documentation complies with all requirements of this deed including the SWTC.

- (b) All Design Documentation submitted pursuant to clause 20.4 for Design Stage 3 must be:
 - (i) accompanied by a certificate in the form of Schedule B9:
 - (A) from Macquarie certifying that the Design Documentation:
 - (aa) complies with all requirements of this deed including the SWTC; and
 - (bb) is suitable for construction; and
 - (B) 
 - (ii) where the Design Documentation relates to any Proof Engineered Temporary Works, be accompanied by a certificate in the form of Schedule B10.

20.7 Explanation of Design Documentation

Macquarie must, whenever it submits Design Documentation for Revised Design Stage 1, Design Stage 2 or Design Stage 3 pursuant to clause 20.4:

- (a) deliver a design presentation workshop within 5 Business Days after its submission; and
- (b) if required by the Principal's Representative or the Independent Certifier, make available the appropriate design personnel to:
 - (i) explain the Design Documentation; and
 - (ii) provide such information regarding the Design Documentation as the Principal's Representative or the Independent Certifier reasonably requests.

20.8 Review of Design Documentation

- (a) **(Principal's Representative's review)**: The Principal may (but is not obliged to), within 15 Business Days after the date on which any Design Documentation for any Design Stage is submitted to it in accordance with clause 20.4, review the Design Documentation and notify the Independent Certifier and Macquarie in writing of any non-compliances or potential non-compliances in respect of the Design Documentation.
- (b) **(Independent Certifier review)**: The Independent Certifier must, within the IC Design Review Period:
 - (i) review the Design Stage 3 Design Documentation received pursuant to clause 20.4(b) and, in so doing, must consider any non-compliances or potential non-compliances raised by the Principal's Representative under clause 20.8(a) or from any Authorities;
 - (ii) determine whether or not the Design Stage 3 Design Documentation received pursuant to clause 20.4(b) complies with the requirements of this deed and either:
 - (A) reject a part or all of the Design Stage 3 Design Documentation received pursuant to clause 20.4(b) (with detailed reasons) (not

including Design Documentation for the Non-Proof Engineered Temporary Works) if, and to the extent, the Design Documentation:

- (aa) does not comply with the requirements of this deed (Minor Non-Compliances excepted); or
 - (bb) is not sufficiently complete to enable the Independent Certifier to form a view on whether it is compliant; or
- (B) if a part or all of the Design Stage 3 Design Documentation received pursuant to clause 20.4(b) complies with the requirements of this deed, certify that part or all of the Design Documentation (not including Design Documentation for Non-Proof Engineered Temporary Works) by:
- (aa) including a notation on each document forming part of the Design Documentation;
 - (bb) providing to the Principal's Representative, Macquarie and, if required by the Principal's Representative, the Operator a certificate in the form of Schedule B11; and
 - (cc) providing any certificates that are required to be provided under the Third Party Agreements which relate to obligations in Schedule D4 with which Macquarie is required to comply.
- (c) **(Principal's Direction):** The Principal's Representative may at any time (including after the Independent Certifier has certified the Design Stage 3 Design Documentation pursuant to clause 20.8(b)(ii)(B) or 20.8(h)(ii)(A)) direct Macquarie to make amendments to the Design Documentation which are required to ensure the Design Documentation complies with this deed and, if it does so, and clauses 20.8(i) and (j) will apply.
- (d) **(Non-Proof Engineered Temporary Works):** the Independent Certifier is not required to certify any Design Documentation for Non-Proof Engineered Temporary Works.
- (e) **(Non-compliance of Revised Design Stage 1 and Design Stage 2 Design Documentation):** If the Principal's Representative notifies Macquarie under clause 20.8(a) that any Revised Design Stage 1 Design Documentation or Design Stage 2 Design Documentation contains an actual non-compliance with the requirements of this deed, Macquarie:
- (i) must, at the same time or within 20 Business Days after receiving such notice, give the Principal's Representative a written response which explains how Macquarie will address the non-compliance in sufficient detail to satisfy the Principal's Representative that compliance will be achieved in the Design Stage 3 Design Documentation; and
 - (ii) must, prior to submitting:
 - (A) Design Stage 2 Design Documentation that relates to a Revised Design Stage 1 Design Documentation actual non-compliance; and
 - (B) Design Stage 3 Design Documentation that relates to a Design Stage 2 Design Documentation actual non-compliance,

give the Principal's Representative (with a copy to the Independent Certifier) a written statement which explains how the non-compliance has been addressed.

- (f) **(Observations, comments and potential non-compliances of Stage 3 Design Documentation):** Macquarie is not obliged to respond to any comments received from the Principal's Representative regarding any potential non-compliance with the requirements of this deed or any other observation or comment which the Principal's Representative or the Independent Certifier (as applicable) has on the Design Documentation at Design Stage 3 which does not concern an actual non-compliance.
- (g) **(Rejection of Design Documentation):** If any Design Stage 3 Design Documentation is rejected by the Independent Certifier under clause 20.8(b)(ii)(A), Macquarie must:
- (i) promptly amend the relevant non-compliant element of the Design Documentation and re-submit it in accordance with clause 20.4, in which case the process in this clause 20.8 will be reapplied to the amended element of the Design Documentation except that reference to the IC Design Review Period will be deemed to be a reference to the IC Re-Review Period;
 - (ii) provide the Principal's Representative with a notice requesting a Variation to the requirements of this deed with which the Independent Certifier has stated that the Design Documentation is non-compliant, setting out any applicable details required by clause 36.1 (and such notice will be deemed to be a notice given under clause 36.1); or
 - (iii) provide the Principal's Representative and the Independent Certifier with a notice setting out any matters in relation to which it disagrees with the Independent Certifier's opinion, together with its reasons for doing so,

but Macquarie may commence or continue construction of those elements of the Design Documentation that the Independent Certifier has not identified as being non-compliant with this deed.

- (h) **(Response by the Principal or Independent Certifier):** If Macquarie gives a notice under:
- (i) clause 20.8(g)(ii), the Principal's Representative may approve or reject the requested Variation in accordance with clause 36.2 and:
 - (A) if the Principal's Representative approves the requested Variation, the process in clause 20.8(b) will reapply as if the relevant non-compliant element of the Design Documentation had been resubmitted to the Principal's Representative or the Independent Certifier (as applicable); or
 - (B) if the Principal's Representative rejects the request, clause 20.8(i)(i) will apply; or
 - (ii) clause 20.8(g)(iii), the Independent Certifier must (acting reasonably), within 10 Business Days after receipt of the notice, determine and notify the parties as to whether or not the notice satisfactorily addresses the Independent Certifier's concerns together with its reasons for forming that opinion and:

- (A) if Macquarie's notice satisfactorily addresses the Independent Certifier's concerns, the Independent Certifier must provide the certification under clause 20.8(b)(ii)(B) as part of its notice; or
 - (B) if the notice does not satisfactorily address the Independent Certifier's concerns, clause 20.8(i)(ii) will apply.
- (i) **(Resubmission of Design Documentation):** If:
 - (i) the Principal's Representative rejects Macquarie's request under clause 20.8(g)(ii);
 - (ii) the Independent Certifier notifies the parties under clause 20.8(h)(ii)(B) that it does not consider that Macquarie's notice satisfactorily addresses the Independent Certifier's concerns; or
 - (iii) any Design Documentation is the subject of a Direction by the Principal's Representative under clause 20.8(c);
 then:
 - (iv) Macquarie must promptly amend the relevant non-compliant element of the Design Documentation and re-submit the relevant element in accordance with clause 20.4; and
 - (v) the process in this clause 20.8 will be reapplied to the amended element of the Design Documentation except that reference to the IC Design Review Period will be deemed to be a reference to the IC Re-Review Period.
- (j) **(Variations):** If Macquarie considers that any Design Documentation which is the subject of a Direction by the Principal's Representative under clause 20.8(c) constitutes or involves a Variation, Macquarie must, if it wishes to make a Claim in relation to the matter, give a notice and submit a claim in accordance with, and otherwise comply with, clause 54.1.
- (k) **(Minor Non-Compliances):** If the certificate provided by the Independent Certifier pursuant to clause 20.8(b)(ii)(B)(bb) lists any Minor Non-Compliances:
 - (i) the Independent Certifier may, in the certificate, recommend the action that could be taken by Macquarie to address the Minor Non-Compliance; and
 - (ii) Macquarie must complete the recommended action, or take any other action Macquarie deems reasonable in the circumstances, to correct the Minor Non-Compliance to the extent required for the Design Documentation to comply with this deed, within the timeframe (if any) specified by the Independent Certifier and, in any event, as a pre-condition to Construction Completion of Portion 1 or Completion of any Portion other than Portion 1.
- (l) **(Independent Certifier response to the Principal):** The Independent Certifier must, within 5 Business Days after:
 - (i) rejecting Design Stage 3 Design Documentation under clause 20.8(b)(ii)(A), to the extent that the Independent Certifier did not include in its notice to Macquarie any comments received from the Principal's Representative under clause 20.8(a) regarding non-compliances in Macquarie's Design Stage 3 Design Documentation, provide the Principal's Representative with detailed written reasons of why it did not include such comments; and

- (ii) certifying Design Stage 3 Design Documentation under clause 20.8(b)(ii)(B), to the extent that the Independent Certifier received comments from the Principal's Representative under clause 20.8(a) regarding non-compliances in Macquarie's Design Stage 3 Design Documentation, provide the Principal's Representative with detailed written reasons of why it certified the Design Stage 3 Design Documentation despite the comments received from the Principal's Representative.

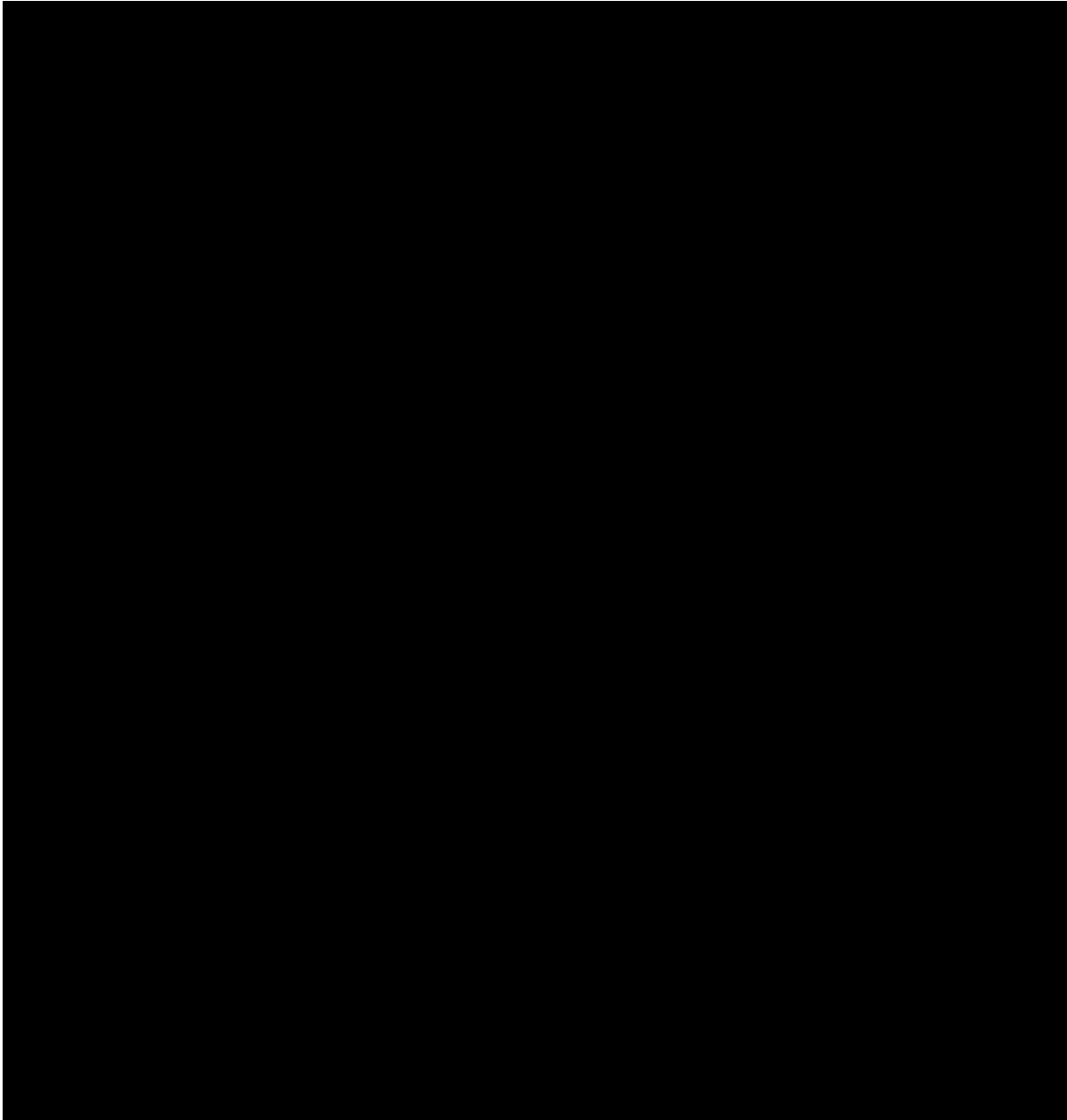
20.9 **Design Review Panel**

- (a) The Principal may, in respect of any Design Documentation submitted by Macquarie:
 - (i) provide copies of any such Design Documentation received from Macquarie to; and
 - (ii) seek comments from and take into account the views of,
the Design Review Panel.
- (b) Without limiting any other provision of this deed:
 - (i) the Design Review Panel does not represent the Principal for the purposes of this deed;
 - (ii) nothing which occurs during any workshop or meeting at which members of the Design Review Panel are present will:
 - (A) relieve Macquarie of its obligations, or constitute a waiver of any of the Principal's rights, under this deed; or
 - (B) be construed as a Direction or notice by the Principal to do or not to do anything and the parties confirm that all discussions on any matters raised at any workshop or meeting at which members of the Design Review Panel are present, or any comments made by the Design Review Panel, will not give rise to any obligation on the part of Macquarie to comply with anything which the members of the Design Review Panel say or do during such workshops or meetings;
 - (iii) Macquarie must not comply with any directions given or purported to be given by the Design Review Panel or a member of the Design Review Panel unless the Principal's Representative has given Macquarie a written Direction to the same effect; and
 - (iv) if Macquarie considers that any Direction by the Principal's Representative under clause 20.9(b)(iii) constitutes or involves a Variation, Macquarie must, if it wishes to make a Claim in relation to the matter, give a notice and submit a Claim in accordance with, and otherwise comply with, clause 54.1.

20.10 **Rail Contractors**

- (a) Macquarie acknowledges and agrees that the Principal's Representative and Independent Certifier (as applicable) may, in respect of Design Documentation submitted by Macquarie at Revised Design Stage 1, Design Stage 2 or Design Stage 3:
 - (i) provide copies of that Design Documentation to; and
 - (ii) seek comments from and take into account the views of,

any Rail Contractor, Operator, the Trains and Systems Integrator and any Authority.



20.11 Design Documentation for construction

- (a) Subject to clauses 20.11(c) and 20.11(d), unless otherwise approved in writing by the Principal's Representative, Macquarie must not use any Design Stage 3 Design Documentation for construction purposes (not including any Design Documentation to the extent it relates solely to Non-Proof Engineered Temporary Works, unless requested by the Independent Certifier under clause 20.4(a)(iv)) unless it has been:
 - (i) submitted to the Principal's Representative and, where submitted to the Independent Certifier pursuant to clause 20.4, to the Independent Certifier; and
 - (ii) certified in accordance with clause 20.6(b);

- (iii) if received pursuant to clause 20.4(b), certified by the Independent Certifier under clause 20.8(b)(ii)(B) or 20.8(h)(ii)(A); and
 - (iv) in respect of any Design Documentation that must be submitted to and approved by the Configuration Control Board pursuant to the SWTC [REDACTED] such Design Documentation has been submitted to and approved by the Configuration Control Board.
- (b) Macquarie must give the Principal's Representative one electronic copy, of:
- (i) all Design Documentation which, pursuant to clause 20.11(a), Macquarie is entitled to use for construction purposes, in accordance with the requirements of the SWTC; and
 - (ii) surveys and work as executed Design Documentation in accordance with the requirements of the SWTC.
- (c) Without limiting clause 20.11(a)(iv), if the Independent Certifier does not, in respect of Design Stage 3 Design Documentation received pursuant to clause 20.4(b) that is not Third Party Agreement Design Documentation, either certify or reject the Design Documentation within the IC Design Review Period referred to in clause 20.8(b), Macquarie may use the Design Documentation for construction purposes at Macquarie's own risk.
- (d) If Macquarie exercises its right under clause 20.11(c) and the Independent Certifier subsequently rejects the Design Stage 3 Design Documentation received pursuant to clause 20.4(b), then (unless otherwise approved in writing by the Principal):
- (i) Macquarie must immediately cease any construction being carried out in accordance with the relevant non-compliant element of the Design Documentation, but Macquarie may commence or continue construction in accordance with any element of the Design Documentation that the Independent Certifier has not identified as being non-compliant with this deed; and
 - (ii) clauses 20.8(e) to 20.8(i) will apply in relation to the non-compliant element of the Design Documentation.

20.12 Amendments to Final Design Documentation by Macquarie

- (a) Subject to clause 36, if Macquarie wishes to amend Final Design Documentation relating to Portion 1 prior to the Date of Construction Completion of Portion 1, or Final Design Documentation relating to any Portion other than Portion 1 prior to the Date of Completion of that Portion:
- (i) Macquarie must submit the amended Design Documentation to the Principal's Representative and, in respect of Design Stage 3 Design Documentation, to the Principal's Representative and the Independent Certifier together with:
 - (A) the certifications referred to in clause 20.11(a); and
 - (B) an explanation as to why it is seeking to amend the Final Design Documentation; and
 - (ii) clause 20.8 will apply as if the Design Documentation is Design Stage 3 Design Documentation.

- (b) Macquarie may, at its own risk, use the amended Final Design Documentation (that is not Third Party Agreement Design Documentation) submitted in accordance with clause 20.11(a) for construction purposes prior to certification by the Independent Certifier under clause 20.8(b)(ii)(B) if, and only if, the amendment to the Final Design Documentation:
 - (i) is minor;
 - (ii) does not adversely impact the Project Works or the Temporary Works; and
 - (iii) is necessary to overcome an issue which:
 - (A) prevents or adversely affects Macquarie proceeding with construction; and
 - (B) has arisen or become evident since the Final Design Documentation was submitted to the Independent Certifier.
- (c) If Macquarie exercises its right under clause 20.12(b) and the Independent Certifier subsequently rejects the amended Final Design Documentation in accordance with clause 20.8(b)(ii)(A), then (unless otherwise approved in writing by the Principal's Representative):
 - (i) Macquarie must immediately cease any construction being carried out in accordance with the relevant non-compliant element of the amended Final Design Documentation, but Macquarie may commence or continue construction in accordance with any element of the amended Final Design Documentation that the Independent Certifier has not identified as being non-compliant with this deed; and
 - (ii) clause 20.8(e) to 20.8(i) will reapply in relation to the non-compliant element of the amended Final Design Documentation.
- (d) Macquarie must submit any amended Final Design Documentation which is Third Party Agreement Design Documentation to the required recipients under any relevant Third Party Agreement at the same time that Macquarie submits that amended Final Design Documentation to the Principal's Representative and the Independent Certifier under clause 20.12(a)(i).

20.13 Amendments to Final Design Documentation required by Follow-on Contractors

If an amendment is required to the Final Design Documentation to accommodate any Follow-on Works then to the extent that amendment has not been caused by a breach by Macquarie of its obligations under clause 10.2 or the relevant Follow-on Contractor Cooperation and Integration Deed, Macquarie will only be obliged to amend the Final Design Documentation to accommodate those Follow-on Works if the Principal has directed Macquarie to do so by a Variation Order.

20.14 No duty to review

The Principal and Macquarie acknowledge and agree that:

- (a) neither the Principal nor the Principal's Representative assume a duty or owe any duty to Macquarie to review the Design Documentation for errors, omissions or compliance with the requirements of this deed or to consult with Macquarie or make any comments regarding any Design Documentation; and
- (b) neither:

- (i) any review or rejection of, or consultation or comments or recommendations by the Principal, the Principal's Representative or the Independent Certifier, nor any failure by the Principal, the Principal's Representative or the Independent Certifier regarding, any Design Documentation or any other Direction by the Principal's Representative in respect of any Design Documentation; nor
- (ii) the certification of any Design Documentation by the Independent Certifier under clause 20.8(b)(ii)(B),

will lessen or otherwise affect:

- (iii) Macquarie's warranties under clause 20.3 or any other of its liabilities or responsibilities under this deed or otherwise according to Law; or
- (iv) the Principal's rights against Macquarie, whether under this deed or otherwise according to Law.

20.15 Ownership of documentation

- (a) Documents (including Design Documentation) supplied by or on behalf of Macquarie will be the Principal's property.
- (b) Macquarie (irrevocably for all time and despite any termination of this deed for any reason):

- (i) to the fullest extent permitted by Law, assigns to the Principal all of Macquarie's right, title and interest in the Intellectual Property Rights in or relating to:

- (A) the Design Documentation; and

- (B) the materials, documents, images, photographs and software relevant to Macquarie's Activities (other than processes and methods of working),

(collectively called the **Contract Documentation and Materials**) prepared or created by, or on behalf of, Macquarie for or in connection with Macquarie's Activities or the Project Works (other than the Temporary Works), which assignment is effective immediately from the time it is prepared or created; and

- (ii) in respect of all other Intellectual Property Rights in or relating to:

- (A) the Contract Documentation and Materials; and

- (B) the Temporary Works and the processes and methods of working relevant to Macquarie's Activities that Macquarie itself owns or has an irrevocable, royalty free, perpetual and fully assignable licence to use (and to sublicense others to use) (collectively called the **Contract Processes**),

grants to the Principal an irrevocable, royalty free, perpetual and fully assignable sub-sub-licence to use (and to sublicense others to use) the same for:

- (C) the purposes of completing the construction, commissioning and testing of, using, operating, duplicating, extending, maintaining, upgrading, altering or otherwise dealing with the whole or any part of

Macquarie's Activities or the Project Works and the Temporary Works; and

- (D) any purpose associated with further development of the Construction Site and the Martin Place Metro Station,

which licence is effective immediately and will survive termination of this deed on any basis.

- (ba) In relation to any Intellectual Property Rights in or relating to the Contract Processes for which a licence is not granted pursuant to clause 20.15(b), Macquarie grants to the Principal a licence to the extent such terms as Macquarie's own rights allow, for:

- (i) the purposes of completing the construction, commissioning and testing of, using, operating, duplicating, extending, maintaining, upgrading, altering or otherwise dealing with the whole or any part of Macquarie's Activities or the Project Works and the Temporary Works; and
- (ii) any purpose associated with further development of the Construction Site and the Martin Place Metro Station,

which licence is effective immediately and will survive termination of this deed on any basis.

- (c) Macquarie:

- (i) warrants that the Principal's use of the Contract Documentation and Materials, or any other work provided by Macquarie under this deed, will not infringe any author's Moral Rights under the *Copyright Act 1968* (Cth) or similar legislation in any jurisdiction; and
- (ii) indemnifies the Principal against any Claims against, or Costs, expenses, Losses or damages suffered or incurred by the Principal arising out of, or in any way in connection with, any actual or alleged infringement of any author's Moral Rights under the *Copyright Act 1968* (Cth) or similar legislation in any jurisdiction in connection with the Project Works, the Temporary Works, Macquarie's Activities or the Contract Documentation and Materials.

- (d) For the purposes of clause 20.15(c), the Principal's use of the Contract Documentation and Material includes the Principal's right to reproduce, publish, copy, adapt, communicate to the public, materially distort, destroy, mutilate or in any way change the Contract Documentation or Material or part of the Project Works or Temporary Works to which the Contract Documentation or Material or any other work provided by Macquarie under this deed relates:

- (i) with or without attribution of authorship;
- (ii) in any medium; and
- (iii) in any context and in any way it sees fit.

- (e) Macquarie agrees to, and agrees to procure the cooperation of any third parties to, execute such further documents and do such further things (including assisting in relation to any litigation commenced by or brought against the Principal or its licensees, assignees or successors and their licensees, or any other person authorised by it) as reasonably requested by the Principal to give full effect to the provisions of this deed and to allow or assist the Principal (and its licensees,

assignees and successors and their licensees, and any other person authorised by it) to obtain, perfect, assert, enforce or defend its (or their) interest in, rights and consents to the assigned or licensed Intellectual Property Rights (as the case may be) or any adaptation of it (or any part of the assigned or licensed Intellectual Property Rights (as the case may be) or of any such adaptation) or to prevent or obtain other remedies from others infringing any of those rights, interests and consents anywhere in the world.

(f) The Principal grants to Macquarie a royalty free licence for the duration of the performance of Macquarie's Activities (including each Defects Correction Period) to use, only for the purpose of executing Macquarie's Activities, TfNSW's Intellectual Property Rights or the Principal's Intellectual Property Rights in respect of which the Principal has absolute title under clause 20.15(b)(i).

(g) Macquarie warrants that:

(i) the:

(A) assignment to the Principal and any use of the Intellectual Property Rights assigned under this clause 20.15; and

(B) use of the Intellectual Property Rights licensed under this clause 20.15 pursuant to the terms of this deed,

does not and will not infringe the Intellectual Property Rights of any party; and

(ii) Macquarie is either:

(A) the absolute and unencumbered legal and beneficial owner of the Intellectual Property Rights referred to in clause 20.15(b)(i) and is able to assign those Intellectual Property Rights to the Principal pursuant to that clause; or

(B) able to grant the licence granted in clause 20.15(b)(ii).

(h) Without limiting clause 20.15(g), where any action or claim for infringement or alleged infringement of any Intellectual Property Rights results in the use or enjoyment by the Principal or its licensees, assignees or successors or their licensees, or other person authorised by it, of the Contract Documentation and Materials, the Contract Processes, Macquarie's Activities or the Project Works or any part of them, being disrupted, impaired or adversely affected, Macquarie must at its own expense and at the Principal's option:

(i) procure for the benefit of the Principal and its licensees, assignees and successors and their licensees and any other person authorised by it the right to continue to use and exploit the Intellectual Property Rights assigned or licensed pursuant to this clause 20.15, in accordance with this deed; or

(ii) modify or replace the Contract Documentation and Materials, the Contract Processes, Macquarie's Activities or the Project Works or relevant part of them, in respect of which Intellectual Property Rights are assigned or licensed pursuant to this clause 20.15, so that no further infringement will occur and so that the modified or replaced Contract Documentation and Materials, the Contract Processes, Macquarie's Activities or the Project Works or relevant part of them in respect of which Intellectual Property Rights are assigned or licensed pursuant to this clause 20.15 will:

(A) comply with the requirements of this deed; and

- (B) not limit or otherwise affect the Principal's rights, or Macquarie's ability to comply with its obligations, under this deed or otherwise according to Law.
- (i) Macquarie indemnifies, and agrees to keep indemnified, the Principal from and against any Claims against the Principal, or Loss suffered or incurred by the Principal, arising out of or in any way in connection with:
 - (i) a breach by Macquarie of any warranty set out in this clause 20.15; or
 - (ii) any actual or alleged infringement of an Intellectual Property Right in connection with the Contract Documentation and Materials, the Contract Processes, Macquarie's Activities or the Project Works or any part of them.
- (j) Macquarie:
 - (i) acknowledges that the Principal may provide the Operator or any Rail Contractor with copies of any documents (including Design Documentation) provided to the Principal, TfNSW or the Independent Certifier by or on behalf of Macquarie in any way in connection with this deed, the Project Works, the Temporary Works or Macquarie's Activities; and
 - (ii) must, upon request by the Principal's Representative, provide to the Principal's Representative copies of any Contract Documentation or Materials that the Operator or any Rail Contractor may reasonably require.

20.16 **Delivery up of Design Documentation**

If this deed is terminated whether pursuant to clause 45 or otherwise at Law:

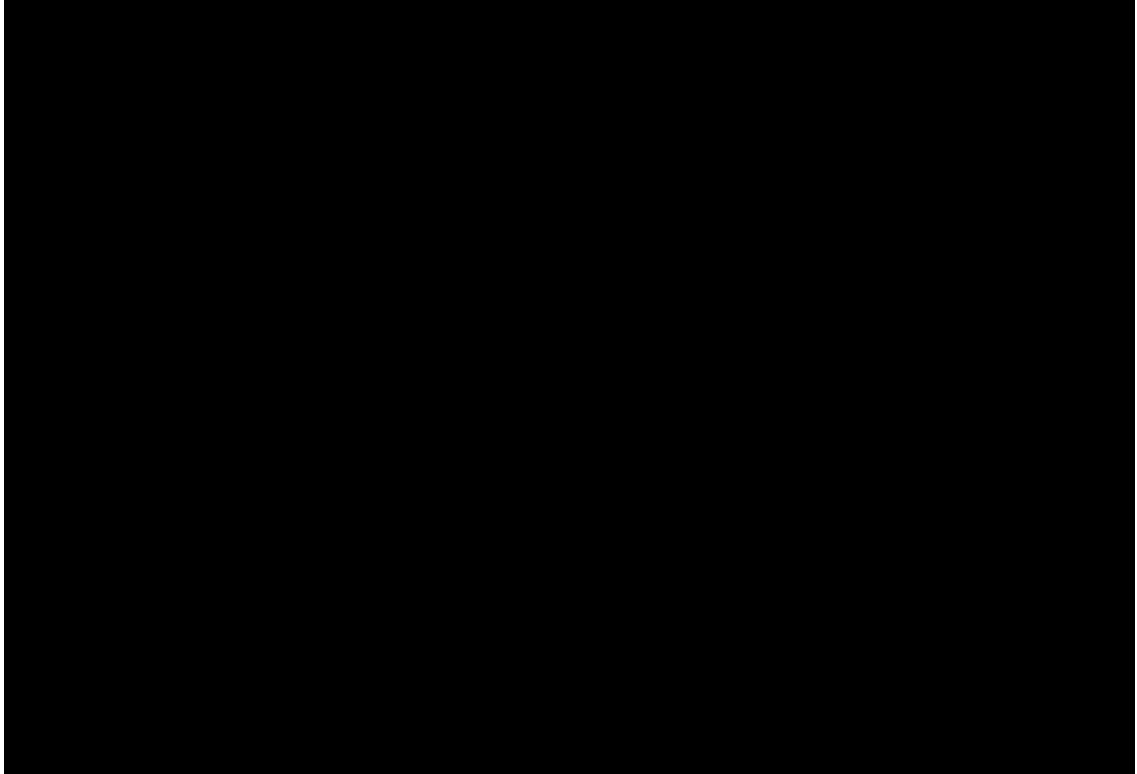
- (a) Macquarie must:
 - (i) subject to clause 20.16(b), immediately deliver the original and all sets and copies of all Design Documentation (whether complete or not and including any Design Documentation stored electronically) then in existence to the Principal; and
 - (ii) provide such details, memoranda, explanations, documentation and other assistance as the Principal reasonably requires in relation to the Design Documentation; and
- (b) Macquarie and each Subcontractor may retain a copy of all such Design Documentation.

20.17 **Reference design**

- (a) Macquarie acknowledges that prior to the Commencement Date, TfNSW prepared a reference design for the Sydney Metro City & Southwest, a copy of which was provided to Macquarie as an Information Document.
- (b) The reference design will not form part of this deed and is subject to the provisions of this deed and the Information Disclaimer concerning Information Documents.
- (c) Macquarie agrees that it bears absolutely all risks howsoever they may arise as a result of the use by Macquarie of, or the reliance by Macquarie on, the reference design and the existence of the reference design will not limit any of Macquarie's obligations under this deed, including that Macquarie remains responsible for ensuring that the Project Works and the Temporary Works satisfy the requirements of this deed.

- (d) The parties acknowledge and agree that the reference design provided to Macquarie pursuant to this clause is not fully consistent with the Functional Design Layout or the SWTC Reliance Provisions.

20.18 Design Life



21. CONSTRUCTION

21.1 Construction obligations

- (a) Macquarie must construct the Project Works and the Temporary Works:
- (i) in accordance with:
 - (A) the SWTC;
 - (B) any Design Documentation which Macquarie is entitled to use for construction purposes under clause 20.11(a);
 - (C) any Variation:
 - (aa) directed by the Principal by a Variation Order; or
 - (bb) otherwise approved by the Principal under the terms of this deed; and
 - (D) the other requirements of this deed; and
 - (ii) without limiting clause 21.1(a), so that the Project Works prior to and on Construction Completion (in respect of Portion 1) and prior to and on Completion (in respect of any Portion of the Project Works other than Portion 1), comply with any applicable Law.

- (b) Subject to clause 7.7, Macquarie must not commence any work upon the Construction Site:
 - (i) until each of the following Project Plans have not been rejected by the Principal's Representative within the review period under clause 7.5:
 - (A) Contract Management Plan;
 - (B) Risk Management Plan;
 - (C) Project Health and Safety Management Plan;
 - (D) Construction Environmental Management Plan;
 - (E) Sustainability Management Plan;
 - (F) Construction and Site Management Plan;
 - (G) Community Communications Strategy;
 - (H) Quality Plan; and
 - (I) Technical Management Plan; and
 - (ii) until all Hold Points required to be released prior to commencement of work upon the Construction Site have been released in accordance with the requirements of this deed, including the Quality Plan.
- (c) Macquarie must not commence construction of any Third Party Interface Works until the relevant preconditions to commencement of those Third Party Interface Works in the relevant Third Party Agreement have been satisfied. The Principal must promptly give notice to Macquarie upon satisfaction of those preconditions.
- (d) Macquarie accepts full responsibility for all construction means, methods and techniques used in the performance of Macquarie's Activities.

21.2 Construction warranties

Macquarie warrants that:

- (a) construction will be carried out in accordance with the Design Documentation which Macquarie is entitled to use for construction purposes in accordance with clause 20.11(a);
- (b) construction carried out in accordance with the Design Documentation which Macquarie is entitled to use in accordance with clause 20.11(a) will satisfy the requirements of this deed;
- (c) the Project Works and the Temporary Works will be completed in accordance with, and upon Construction Completion (in respect of Portion 1) or Completion (in respect of any Portion other than Portion 1) satisfy the requirements of, this deed; and
- (d) each Portion will, upon Construction Completion (in respect of Portion 1) or Completion (in respect of any Portion other than Portion 1), be safe and fit for its intended purposes.

21.3 **Setting out**

- (a) Macquarie must:
 - (i) set out the Project Works in accordance with the requirements of this deed, based on information and survey marks (including any survey peg, bench mark, reference mark, signal, alignment, level mark or any other mark for the purpose of setting out, checking or measuring work) identified by Macquarie that are suitable for their purposes;
 - (ii) carry out any survey (including providing all instruments and things) that may be necessary for this purpose; and
 - (iii) for this purpose keep all survey marks in their true positions.
- (b) If Macquarie discovers an error in the position, level, dimensions or alignment of any part of the Project Works, Macquarie must immediately notify the Principal's Representative and, unless the Principal's Representative otherwise directs, Macquarie must at its Cost rectify the error.

21.4 **All work included**

- (a) Subject to any express term of this deed to the contrary, Macquarie must provide all services, labour, Construction Materials, Services, Temporary Works, Construction Plant and other work necessary for Macquarie's Activities whether or not they are:
 - (i) expressly mentioned in this deed or the Design Documentation prepared by Macquarie which Macquarie is entitled to use for construction purposes under clause 20.11(a); or
 - (ii) anticipated by Macquarie.
- (b) Such services, labour, Construction Materials, Services, Temporary Works, Construction Plant and other work form part of Macquarie's Activities and must be undertaken and provided by Macquarie at its own Cost and will not constitute a Variation or otherwise entitle Macquarie to make a Claim against the Principal.

21.5 **Incident management**

- (a) Macquarie must identify clear guidelines for responding to any Incident arising from the performance of Macquarie's Activities and establish procedures to ensure that the Principal's Representative is promptly notified of any Incident.
- (b) Should an Incident occur, Macquarie must immediately report the Incident to:
 - (i) if the Incident is reportable under any relevant Law, the relevant Authority; and
 - (ii) the Principal's Representative.
- (c) Without limiting clause 16.4 and subject to clauses 23 and 24, in relation to any environmental or safety Incident involving Contamination or waste that arises during the performance of Macquarie's Activities, Macquarie must:
 - (i) at its own Cost promptly take all appropriate action to manage and dispose of all Contamination or waste arising from the Incident;

- (ii) comply with all relevant Laws including any requirements to give notice to a relevant Authority; and
 - (iii) at its own Cost 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.
- (d) Without prejudice to the Principal's other rights under this deed, if upon the occurrence (or imminent risk of the occurrence) of an Incident, Macquarie is not taking adequate measures to manage the Incident or control or eliminate the adverse impact or the risk of such an Incident arising in the future, the Principal may (but has no obligation to) take such actions as it deems necessary to overcome and alleviate the cause and consequences of any Incident. If the Principal takes any such action it will be entitled to recover its reasonable Costs and expenses from Macquarie as a debt due and payable from Macquarie to the Principal.
- (e) Without prejudice to the Principal's other rights under this deed, the Principal's Representative may only issue an immediate stop work order in the event of any Incident, or the imminent risk of any Incident, involving:
- (i) a significant spill of Contamination;
 - (ii) any actual damage to the Environment or a significant risk of harm to the Environment; or
 - (iii) 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.
- (f) The Principal will not be liable upon any Claim by Macquarie for any Loss arising out of or in connection with any work stoppage due to a stop work order or for the failure by the Principal's Representative to issue a stop work order.
- (g) The Principal will be entitled to recover its reasonable Costs and expenses for any action the Principal's Representative deems necessary to avoid the issue of any stop work order to the extent caused or contributed to by Macquarie's or its Associates' acts or omissions in performing Macquarie's Activities as a debt due and payable from Macquarie to the Principal.

21.6 **Instructions from Authorities**

Notwithstanding any other provision of this deed, Macquarie:

- (a) must not restrict, close, interfere with or obstruct the free flow of the public in public spaces, parks, pedestrian ways or pedal cycle paths, or traffic on any lane or shoulder of the existing road network, including Local Areas, contrary to the instructions of the New South Wales Police Service or any other Authority; and
- (b) in restricting, closing, interfering with or obstructing the free flow of the public in public spaces or parks, pedestrian ways or pedal cycle paths, or traffic on any lane or shoulder of the existing road network, including Local Areas, must act in accordance with any instructions of the New South Wales Police Service or any other Authority including to cease any of Macquarie's Activities and to re-open the public space, park, pedestrian way, pedal cycle path, lane or shoulder.

21.7 Survey

- (a) Macquarie must, as a condition precedent to Construction Completion of Portion 1 and Completion of each Portion other than Portion 1 submit to the Principal's Representative a survey certificate (within the meaning of that term in the *Surveying and Spatial Information Regulation 2012* (NSW)) signed by a land surveyor registered under the *Surveying and Spatial Information Act 2002* (NSW) who is approved by the Principal's Representative stating that:
- (i) the whole of the Portion is within the relevant boundaries of the Project Site stipulated in this deed, except only for parts of the Portion specifically required by this deed to be outside those boundaries (including any Service Works which this deed specifically states may be carried out outside the boundary of the Project Site);
 - (ii) the elements of the Portion are in the positions and within the tolerances required by this deed;
 - (iii) the survey information included in the Asset Management Information provided by Macquarie pursuant to clause 21.10 complies with the requirements of this deed; and
 - (iv) any other relevant matter identified by the Principal's Representative acting reasonably in relation to surveying or the boundaries of the Portion complies with the requirements of this deed.
- (b) Macquarie must submit to the Principal's Representative a survey plan detailing the final surface levels and locations of all disconnected and isolated utility services for Construction Site (Area 1), after completion of the demolition of the building as required under this deed, including in accordance with Appendix 65 of the SWTC.

21.8 Cleaning up

Without limiting clause 9.9, in carrying out Macquarie's Activities, Macquarie must:

- (a) keep the Construction Site, Extra Land and the Project Works and Temporary Works clean and tidy and free of refuse;
- (b) regularly remove rubbish, litter, graffiti and surplus material (including Construction Materials) from the Construction Site and Extra Land; and
- (c) as a condition precedent to Construction Completion of Portion 1 and Completion of each Portion other than Portion 1, remove all rubbish, surplus materials (including Construction Materials), Construction Plant and Temporary Works from the relevant parts of the Construction Site and Extra Land relevant to that Portion except where the retention of any of these are required for the correction of Defects during the Defects Correction Period and this is approved in writing by the Principal's Representative.

21.9 Work methods

Whether or not this deed prescribes a particular work method or a work method is otherwise a part of this deed or reviewed or approved (expressly or impliedly) by the Principal or the Principal's Representative, the fact that any work method that Macquarie adopts or proposes to adopt is impractical or impossible or that Macquarie, with or without the approval of the Principal's Representative, uses another work method will:

- (a) not entitle Macquarie to make any Claim against the Principal arising out of or in any way in connection with the work method proving to be impractical or impossible or any change in the work method; and
- (b) not cause this deed to be frustrated.

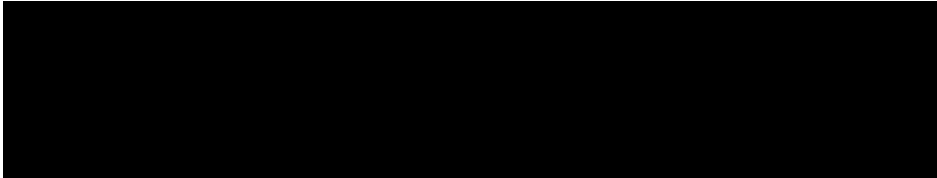
21.10 **Asset Management Information**

- (a) Macquarie must develop the Asset Management Information in accordance with this deed, including section 8A of the SWTC.
- (b) As a condition precedent to Construction Completion of Portion 1 and Completion of any Portion other than Portion 1, Macquarie must develop the Asset Management Information for that Portion.
- (c) The Asset Management Information must contain the contents required by the SWTC.
- (d) Macquarie must, for each Portion, submit to the Principal's Representative an initial draft of the Asset Management Information for that Portion which is not intended to differ in substance from the final draft but for minor details:
 - (i) no less than 180 days prior to the Date for Construction Completion of Portion 1 (with respect to the Asset Management Information for Portion 1) or the Date for Completion of the Portion (with respect to the Asset Management Information for any Portion other than Portion 1);
 - (ii) if either:
 - (A) the Principal's Representative reasonably anticipates that the Date of Construction Completion or Date of Completion of the Portion (as applicable) will be prior to the Date for Construction Completion or Date for Completion of the Portion (as applicable), no less than 180 days prior to the Principal's Representative's reasonably anticipated Date of Construction Completion or Date of Completion for the Portion (as applicable), provided that the Principal's Representative gives Macquarie 35 days' notice of the required date for submission; or
 - (B) it is otherwise reasonably apparent that the anticipated Date of Construction Completion or Date of Completion of the Portion (as applicable) will be earlier than the Date for Construction Completion or Date for Completion for that Portion (as applicable), no less than 180 days prior to the reasonably anticipated Date of Construction Completion or Date of Completion for the Portion (as applicable); or
 - (iii) if the Principal's Representative has given a Direction under clause 18.1 and it is not possible for Macquarie to submit an initial draft of the Asset Management Information for the Portion within either of the time periods required by clauses 21.10(d)(i) or (ii), within such other reasonable period of time directed by the Principal's Representative.
- (e) Macquarie must, for each Portion, submit to the Principal's Representative a final draft of the Asset Management Information for that Portion:
 - (i) no less than 90 days prior to the Date for Construction Completion of Portion 1 (with respect to the Asset Management Information for Portion 1) or the Date for Completion of the Portion (with respect to the Asset Management Information for any Portion other than Portion 1);

- (ii) if either:
 - (A) the Principal's Representative reasonably anticipates that the Date of Construction Completion or Date of Completion of the Portion (as applicable) will be prior to the Date for Construction Completion or Date for Completion for the Portion (as applicable), no less than 90 days prior to the Principal's Representative's reasonably anticipated Date of Construction Completion or Date of Completion of the Portion (as applicable), provided that the Principal's Representative gives Macquarie 35 days' notice of the required date for submission; or
 - (B) it is otherwise reasonably apparent that the anticipated Date of Construction Completion or Date of Completion of the Portion (as applicable) will be earlier than the Date for Construction Completion or Date for Completion of the Portion (as applicable), no less than 90 days prior to the reasonably anticipated Date of Construction Completion or Date of Completion for the Portion (as applicable); or
- (iii) if the Principal's Representative has given a Direction under clause 18.1 and it is not possible for Macquarie to submit a final draft of the Asset Management Information for the Portion within either of the time periods required by clauses 21.10(e)(i) or (ii), within such other reasonable period of time directed by the Principal's Representative.
- (f) Macquarie must, for each Portion, submit to the Principal's Representative the final Asset Management Information for the Portion:
 - (i) no less than 30 days prior to the Date for Construction Completion of Portion 1 (with respect to the Asset Management Information for Portion 1) or the Date for Completion of the Portion (with respect to the Asset Management Information for any Portion other than Portion 1);
 - (ii) if the Principal's Representative reasonably anticipates that the Date of Construction Completion or Date of Completion of the Portion (as applicable) will be prior to the Date for Construction Completion or Date for Completion for the Portion (as applicable), no less than 30 days prior to the Principal's Representative's reasonably anticipated Date of Construction Completion or Date of Completion of the Portion (as applicable), provided that the Principal's Representative gives Macquarie 35 days' notice of the required date for submission; or
 - (iii) if the Principal's Representative has given a Direction under clause 18.1 and it is not possible for Macquarie to submit the final Asset Management Information for the Portion within either of the time periods required by clause 21.10(f)(i) or (ii), within such other reasonable period of time directed by the Principal's Representative.
- (g) Macquarie acknowledges and agrees that the Principal's Representative may review any Asset Management Information, or any draft of any Asset Management Information, submitted under clause 21.10(d), 21.10(e), 21.10(f), or 21.10(k).
- (h) The Principal's Representative may:
 - (i) provide copies of any Asset Management Information, or any draft of any Asset Management Information, submitted under clause 21.10(d), 21.10(e), 21.10(f), or 21.10(k) to; and

- (ii) seek comments in respect of any Asset Management Information, or any draft of any Asset Management Information, from,
 - the Independent Certifier and any Rail Contractor.
- (i) Macquarie acknowledges and agrees that the Principal's Representative may (but is not obliged to) make comments to Macquarie in respect of any Asset Management Information, or any draft of any Asset Management Information, submitted under clause 21.10(d), 21.10(e), 21.10(f), or 21.10(k).
- (j) The Principal must, within 15 Business Days of the submission of the Asset Management Information for a Portion, either:
 - (i) reject the Asset Management Information for a failure to comply with the requirements of this deed, which rejection must specify what development, updating and amendment of the Asset Management Information is required (together with reasons) and a time within which this must occur; or
 - (ii) advise in writing that the Asset Management Information is not rejected.
- (k) If a set of Asset Management Information for a Portion is rejected by the Principal's Representative under clause 21.10(j), Macquarie must update and resubmit the Asset Management Information and clause 21.10(j) will re-apply except that the reference to "15 Business Days" will be deemed to be a reference to:
 - (i) 5 Business Days (if Macquarie has taken 5 Business Days or less to re-submit the Asset Management Information); or
 - (ii) 10 Business Days (otherwise).
- (l) The Principal's Representative owes no duty to Macquarie to review any Asset Management Information or any draft submitted by Macquarie for errors, omissions or compliance with this deed.
- (m) Without prejudice to Macquarie's rights pursuant to clauses 23 and 24, no review of, comments upon or rejection of any Asset Management Information or any draft by the Principal's Representative nor any other Direction by the Principal's Representative in respect of any Asset Management Information or any draft, will lessen or otherwise affect:
 - (i) Macquarie's liabilities or responsibilities under this deed or otherwise according to Law; or
 - (ii) the Principal's rights against Macquarie, whether under this deed or otherwise according to Law.
- (n) Macquarie acknowledges and agrees that a purpose of each set of Asset Management Information is for Macquarie to provide a detailed description of how the Principal (or any nominee of the Principal) should maintain the relevant Portion.
- (o) Macquarie warrants that each set of Asset Management Information will, upon Construction Completion (in respect of Asset Management Information for Portion 1) and upon Completion (in respect of Asset Management Information for any Portion other than Portion 1), be fit for its intended purpose, including for the purpose of enabling the Principal (or any nominee of the Principal) to maintain the relevant Portion.

21.11 As-built drawings

- (a) As a condition precedent to Construction Completion of Portion 1 and Completion of any Portion other than Portion 1, Macquarie must prepare and submit as-built drawings for the relevant Portion to the Principal.
- (b) All as-built drawings submitted by Macquarie under clause 21.11(a) must:
 - (i) comply with the requirements of this deed including the SWTC; and
 - (ii) be accompanied by a certificate in the form of Schedule B12 from:
 - (A) Macquarie; and
 - 
- (c) The Principal and Macquarie acknowledge and agree that the Principal must, within 15 Business Days of the submission of the as-built drawings for a Portion, either:
 - (i) if the as-built drawings do not comply with the requirements of this deed, give a written notice to the Principal and Macquarie which rejects those as-built drawings and specifies:
 - (A) the developments, updates or amendments to the as-built drawings that are required in order for the as-built drawings to comply with the requirements of this deed;
 - (B) the reasons for the developments, updates or amendments referred to in clause 21.11(c)(i)(A); and
 - (C) the time within which the as-built drawings must be developed, updated or amended; or
 - (ii) advise that the as-built drawings are not rejected by including a notation on the as-built drawings.
- (d) If the as-built drawings for a Portion are rejected by the Principal under clause 21.11(c)(i):
 - (i) Macquarie must develop, update or amend those as-built drawings and resubmit those as-built drawings to the Principal; and
 - (ii) clause 21.11(c) will re-apply to the resubmitted as-built drawings except that the reference to "15 Business Days" will be deemed to be a reference to the IC Re-Review Period.
- (e) Macquarie acknowledges and agrees that the Principal may (but is not obliged to) make comments to Macquarie in respect of any as-built drawings submitted under clause 21.11(a) or resubmitted under clause 21.11(d).
- (f) The Principal may:
 - (i) provide copies of any as-built drawings to; and
 - (ii) seek comments in respect of any as-built drawings from,

the Rail Contractors.

- (g) The Principal owes no duty to Macquarie to review any as-built drawings submitted or resubmitted by Macquarie for errors, omissions or compliance with this deed.
- (h) Without prejudice to Macquarie's rights pursuant to clauses 23 and 24, no review of, comments upon or rejection of any as-built drawings by the Principal's Representative nor any other Direction by the Principal's Representative in respect of any as-built drawings, will lessen or otherwise affect:
 - (i) Macquarie's liabilities or responsibilities under this deed or otherwise according to Law; or
 - (ii) the Principal's rights against Macquarie, whether under this deed or otherwise according to Law.

21.12 **Training**

- (a) During the final 3 months prior to the Date for Completion of the last Portion to achieve Completion or such earlier date reasonably specified by the Principal's Representative, Macquarie must train personnel as nominated by the Principal's Representative (which may include personnel of any Rail Contractor) in all aspects of the maintenance of the Project Works comprised in that Portion to a level of competency that will allow those personnel to operate, manage and maintain those Project Works after the Last Date of Completion.
- (b) Macquarie must ensure that it has competent and experienced personnel available to consult with the Principal (and any nominee of the Principal) on any aspect of the operation, maintenance and repair of the Project Works at any time until the date 12 months after the Last Date of Completion.

22. **QUALITY**

22.1 **Quality Management System**

- (a) Macquarie must implement a Quality Management System for the management of all aspects of Macquarie's obligations under this deed, including in accordance with the applicable requirements of the SWTC and the Quality Plan.
- (b) Macquarie must develop and implement a Quality Plan in accordance with this deed.

22.2 **Quality management, verification and certification**

- (a) The Principal and Macquarie acknowledge that the design and construct project delivery method chosen for the Project Works and the Temporary Works:
 - (i) requires Macquarie to assume responsibility for all aspects of quality for Macquarie's Activities and for the durability of the Project Works and the Temporary Works;
 - (ii) allows the Independent Certifier to monitor, audit, review, assess and test all aspects of quality in Macquarie's Activities and the durability of the Project Works and the Temporary Works to certify compliance with the requirements of this deed;
 - (iii) requires the Independent Certifier by reviewing and assessing quality in Macquarie's Activities and the durability of the Project Works and the

Temporary Works, to certify Macquarie's compliance with the requirements of this deed; and

- (iv) allows the Principal's Representative to monitor compliance of Macquarie's Activities with the requirements of this deed.
- (b) Macquarie must ensure a Quality Manager is engaged who must:
 - (i) independently certify the effectiveness and integrity of Macquarie's quality system in achieving conformance with the requirements of this deed;
 - (ii) report to the Principal's Representative and the Independent Certifier on quality issues in accordance with the requirements of this deed; and
 - (iii) have the requisite experience and ability described for the Quality Manager in Schedule A9.
- (c) Macquarie must provide to the Principal's Representative a certificate executed by the Quality Manager in the form of:
 - (i) Schedule B13 within 3 months of Financial Close;
 - (ii) Schedule B14 every 3 months from Financial Close until the Last Date of Completion;
 - (iii) Schedule B3 as a condition precedent to Construction Completion of any relevant Portion;
 - (iv) Schedule B23 as a condition precedent to Completion of any relevant Portion; and
 - (v) Schedule B15 upon the expiry of the last Defects Correction Period.
- (d) Macquarie must provide to the Principal's Representative a certificate executed by the Independent Certifier in the form of Schedule B6 upon the expiry of the last Defects Correction Period.
- (e) Macquarie must provide to the Principal's Representative a certificate executed by the Environmental Manager in the form of Schedule B16 every 3 months from Financial Close until the Last Date of Completion.

22.3 **Project quality non-conformance**

- (a) Macquarie must comply with the procedure for non-conformances set out in the SWTC and the Quality Plan. Further to the provisions of clause 10.2 of AS/NZS ISO 9001:2016 and without limiting clause 30.4, the use, release or acceptance of non-conforming work can only be given by the Principal's Representative, at its absolute discretion and without being under any obligation to do so.
- (b) In addition to the procedure for non-conformances referred to in clause 22.3(a), and without limiting clause 30.3, if Macquarie has not complied with this deed including the SWTC, the Principal's Representative may give written notice to Macquarie of Macquarie's failure to comply and requiring compliance within a reasonable time specified in the notice.
- (c) If Macquarie does not comply with the notice referred to in clause 22.3(b), the Principal may employ others to carry out the direction.

- (d) The amount of any Loss the Principal suffers or incurs in taking action contemplated in clause 22.3(c) or as a result of Macquarie's failure to comply with clause 22.3(b) will be a debt due and payable from Macquarie to the Principal.
- (e) Corrective actions implemented under Macquarie's quality system must comply with the requirements of this deed including the SWTC.
- (f) Macquarie must promptly issue all documents relating to quality non-conformances to the Principal's Representative.

23. **TIME**

23.1 **Commencement**

Macquarie must promptly commence performance of Macquarie's Activities following Financial Close.

23.2 **Dates for Milestone Achievement, Construction Completion and Completion**

Macquarie must:

- (a) achieve Milestone Achievement of each Milestone by the Date for Milestone Achievement of that Milestone;
- (b) achieve Construction Completion of each Portion by the Date for Construction Completion of that Portion;
- (c) achieve Completion of each Portion (other than Portion 1) by the Date for Completion of that Portion;
- (d) achieve Completion of the Retail Works, OSD Entrance Works and Over Station Rail Works by the Date of Completion of the last Station Works Portion to achieve Completion; and
- (e) expeditiously and diligently progress Macquarie's Activities.

23.3 **Importance of Milestone Achievement, Construction Completion and Completion on time**

Macquarie acknowledges:

- (a) the importance of complying with its obligations under clause 23.2 to enable Rail Contractors to carry out and complete the Rail Contractors' Activities within the time required by their respective Rail Contracts, including so as to enable the Principal to pursue improved public transport in Sydney; and
- (b) that the Date for Construction Completion or Date for Completion of any Portion or Date for Milestone Achievement of any Milestone will only be extended as set out in clauses 23.9, 35.6(c), 35.8(c), 35.10(b)(iv) and 35.12(c).

23.4 **SDD Program**

- (a) The initial SDD Program is contained in Annexure G. The parties acknowledge and agree that:
 - (i) Macquarie must update the initial SDD Program to reflect the details of Macquarie's Activities and must submit the amended initial SDD Program within 30 Business Days of the Commencement Date;

- (ii) any update to the initial SDD Program pursuant to clause 23.4(a)(i) must not include any amendments to the dates and timing specified in the initial SDD program for particular aspects of the Project Works but can be amended to provide further details; and
 - (iii) the updated initial SDD Program is subject to approval by the Principal.
- (b) Macquarie must:
- (i) prepare the SDD Program in accordance with the Sydney Metro Programming Protocol, which must:
 - (A) be based upon the initial SDD Program; and
 - (B) contain details required by the Sydney Metro Programming Protocol;
 - (ii) update the SDD Program periodically at intervals no less than monthly to take account of:
 - (A) changes to the program;
 - (B) delays which have occurred;
 - (C) any corrective action plan submitted by Macquarie under clause 23.7 for which the Principal does not issue any comments under clause 23.8(b);
 - (D) key interface activities identified by the Cooperation and Integration Control Group; and
 - (E) the Principal granting Macquarie any Interim Access Licence;
 - (iii) ensure that each update of the SDD Program contains the details required by the SWTC and any other details which the Principal's Representative reasonably directs;
 - (iv) explain any changes to the critical path in the SDD Program;
 - (v) ensure that each update of the SDD Program makes allowance for the Project Plans and Design Documentation to be submitted to the Principal's Representative and Independent Certifier (as applicable) in a manner and at a rate which will give the Principal's Representative and Independent Certifier (as applicable) a reasonable opportunity to review the submitted Project Plans or Design Documentation within the applicable periods referred to in this deed; and
 - (vi) give each of the Independent Certifier and the Principal's Representative copies of each update of the SDD Program for its review.
- (c) Nothing in the SDD Program will bind the Principal or otherwise affect the time for the performance of the Principal's obligations under this deed.

23.5 Acceleration by Macquarie

If Macquarie chooses to accelerate progress of Macquarie's Activities then:

- (a) The Principal may assist Macquarie but will not be obliged to take any action to assist or enable Macquarie to achieve:

- (i) Milestone Achievement of a Milestone before the Date for Milestone Achievement for that Milestone;
 - (ii) Construction Completion of a Portion before the Date for Construction Completion of that Portion; or
 - (iii) Completion of a Portion before the Date for Completion of that Portion;
- (b) the time for the performance of the Principal's or the Principal's Representative's obligations will not be affected; and
 - (c) Macquarie will not be entitled to make any Claim against the Principal in relation to such acceleration (or any failure or inability by Macquarie or the Principal to accelerate).

23.6 **Suspension**

The Principal's Representative may, at any time, direct Macquarie to suspend and, after a suspension has been directed, to re-commence, the carrying out of all or a part of the Project Works.

23.7 **Delays**

- (a) Without limiting Macquarie's obligations under clause 23.9, if Macquarie becomes aware of any matter which will, or is likely to, give rise to a delay in achieving Milestone Achievement of a Milestone or Construction Completion or Completion of a Portion (other than a Variation), Macquarie must give the Principal a written notice setting out detailed particulars of the delay (and identifying whether it considers the delay is an Excusable Cause of Delay) as soon as reasonably practicable.
- (b) If:
 - (i) Macquarie becomes aware of any matter which will, or is likely to, give rise to a delay; or
 - (ii) the Principal (acting reasonably) gives Macquarie a written notice that the Principal believes that Macquarie will be delayed,

in achieving Milestone Achievement of a Milestone by the Date for Milestone Achievement of that Milestone, Construction Completion of a Portion by the Date for Construction Completion of that Portion or Completion of a Portion by the Date for Completion of that Portion (other than an Excusable Cause of Delay or a Variation), Macquarie must give the Principal a detailed corrective action plan in accordance with clause 23.8.
- (c) Macquarie must take all reasonable steps to:
 - (i) prevent the cause of any delay to Macquarie's Activities; and
 - (ii) avoid or minimise the consequences or duration of any delay,

including any delay arising from an Excusable Cause of Delay or a Variation, provided Macquarie is not required to incur any additional expense or apply any additional resources in order to comply with its obligations under this clause 23.7(c).

23.8 **Corrective action plan**

- (a) Each corrective action plan which Macquarie must provide pursuant to clause 23.7 must show how Macquarie proposes to avoid, mitigate or minimise the consequences of the delay consistent with its obligations under clause 23.2 and be provided together with a proposed updated SDD Program.
- (b) The Principal may, within 20 Business Days after receipt of a corrective action plan, reject the corrective action plan (with detailed reasons) if the corrective action plan does not comply with the requirements of clause 23.8(a).
- (c) If the Principal rejects the corrective action plan under clause 23.8(b), Macquarie must amend and resubmit the corrective action plan to the Principal, after which this clause 23.8 will reapply.
- (d) Macquarie must comply with any corrective action plan which is not rejected under clause 23.8(b).
- (e) Macquarie will not be relieved of any liability or responsibility under this deed or otherwise at Law arising out of or in connection with:
 - (i) any notice given by the Principal under clause 23.8(b); or
 - (ii) the implementation of any corrective action plan.
- (f) Macquarie will not be entitled to make any Claim against the Principal arising out of or in connection with any notice by the Principal under clause 23.8(b) or any Loss suffered or incurred by Macquarie in preparing, or complying with, a corrective action plan.

23.9 **Claim for extension of time**

- (a) If an Excusable Cause of Delay:
 - (i) occurs in respect of a Portion or Portions (as applicable) prior to the relevant Date of Construction Completion of that Portion or Portions (as applicable) and delays or will delay Macquarie in achieving:
 - (A) Milestone Achievement of a Milestone;
 - (B) Construction Completion of that Portion or Portions; or
 - (C) Completion of that Portion or Portions; or
 - (ii) occurs in respect of a Portion (other than Portion 1) after the Date of Construction Completion of that Portion or Portions and delays or will delay Macquarie in achieving Completion of that Portion or Portions by the Date for Completion of that Portion or Portions,

Macquarie may make a Claim under clause 23.9(b)(i).

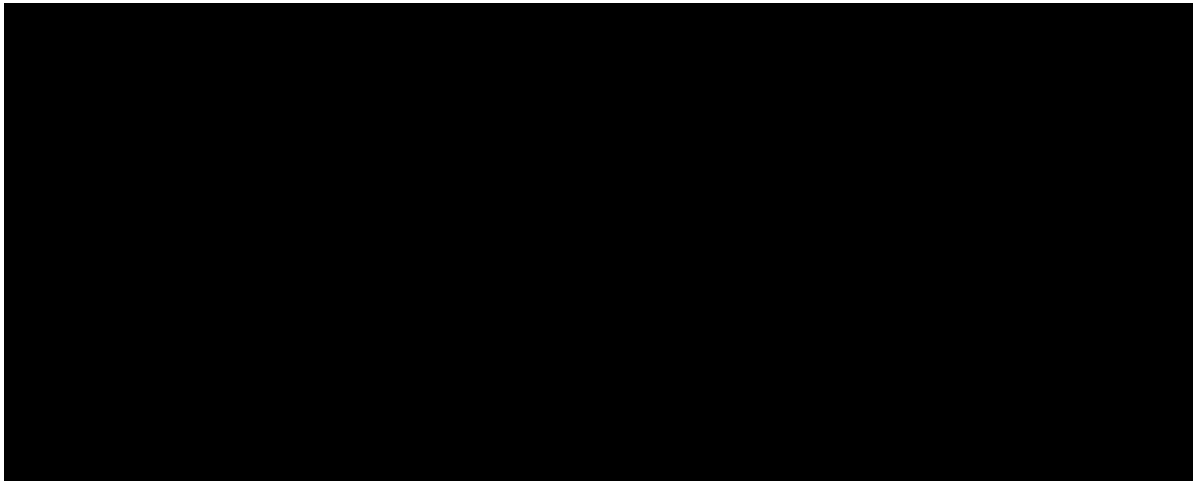
- (b) If Macquarie wishes to make a Claim under this clause 23.9 it must:
 - (i) within 20 Business Days after the date Macquarie first became aware of an Excusable Cause of Delay which delays or will delay Macquarie in achieving:
 - (A) Milestone Achievement of a Milestone as contemplated by clause 23.9(a)(i)(A);

- (B) Construction Completion of a Portion as contemplated by clause 23.9(a)(i)(B); or
- (C) Completion of a Portion as contemplated by clause 23.9(a)(i)(C) or clause 23.9(a)(ii),

submit a written claim for an extension to the Date for Milestone Achievement of that Milestone or Date for Construction Completion or Date for Completion of that Portion to the Principal's Representative which:

- (D) contains detailed particulars of:
 - (aa) the Excusable Cause of Delay causing the delay;
 - (bb) the parts of Macquarie's Activities that have been delayed; and
 - (cc) the delay caused by the relevant Excusable Cause of Delay;
 - (E) states the number of days' extension of time to the Date for Milestone Achievement for the relevant Milestone or Date for Construction Completion or Date for Completion of the relevant Portion claimed by Macquarie (as applicable), together with the basis of calculating the total number of days claimed, including evidence that Macquarie will be delayed in achieving:
 - (aa) Milestone Achievement of a Milestone as contemplated by clause 23.9(a)(i)(A);
 - (bb) Construction Completion of a Portion as contemplated by clause 23.9(a)(i)(B); or
 - (cc) Completion of a Portion as contemplated by clause 23.9(a)(i)(C) or clause 23.9(a)(ii),
(as applicable);
 - (F) where the Excusable Cause of Delay is a Compensation Event, contains details of the Delay Costs arising from the Compensation Event to which it believes it will be entitled;
 - (G) if the Principal has granted an Interim Access Licence to Macquarie, contains detailed particulars of how Macquarie has used Accessible parts of the TSE Site to mitigate the delay; and
 - (H) includes evidence that the conditions precedent to any extension of time in clause 23.10 have been satisfied;
- (ii) within 5 Business Days after Macquarie has submitted a written claim for an extension of time in accordance with clause 23.9(b)(i), give the Principal details of how Macquarie proposes to avoid, mitigate or minimise the consequences of the delay consistent with its obligations under clause 23.2; and
 - (iii) if the effects of the delay continue beyond the period of 20 Business Days after the commencement of the relevant Excusable Cause of Delay causing the delay and Macquarie wishes to claim an extension of time to the Date for Milestone Achievement of the Milestone or Date for Construction Completion or Date for Completion of the relevant Portion in respect of the further delay, submit a further written claim to the Principal's Representative:

- (A) every 20 Business Days after the first written claim until 10 Business Days after the relevant Excusable Cause of Delay ceases to cause the delay;
 - (B) containing the information required by clause 23.9(b)(i); and
 - (C) containing details of how the continuing delay will be mitigated or minimised.
- (c) The Principal's Representative may, within 10 Business Days after receiving Macquarie's claim or further claim for an extension of time to the Date for Milestone Achievement of the Milestone or Date for Construction Completion or Date for Completion of the relevant Portion, by written notice to Macquarie, request additional information in relation to the claim or further claim.
- (d) Macquarie must, within 10 Business Days after receiving the request under clause 23.9(c), provide the Principal's Representative with the information requested, except to the extent such information is relevant to the Lifts and Escalators Work only, in which case to the extent the information requested by the Principal's Representative is information which the D&C Contractor:
- (i) has a right to procure under the DSI Contract, then Macquarie must provide that information within 10 Business Days after receiving the request from the Principal's Representative; and
 - (ii) does not have a right to procure under the DSI Contract, then Macquarie must use its best endeavours to procure this information as soon as possible.



23.10 Conditions precedent to extension

It is a condition precedent to Macquarie's entitlement to an extension of time to any Date for Milestone Achievement, Date for Construction Completion or Date for Completion that:

- (a) Macquarie has submitted the written claim or claims in accordance with clause 23.9;
- (b) the cause of the delay was beyond the reasonable control of Macquarie and its Associates; and
- (c) Macquarie has been, or will be, delayed in achieving:

- (i) Milestone Achievement of a Milestone as contemplated by clause 23.9(a)(i)(A);
- (ii) Construction Completion of a Portion as contemplated by clause 23.9(a)(i)(B); or
- (iii) Completion of a Portion as contemplated by clause 23.9(a)(i)(C) or clause 23.9(a)(ii),

(as applicable) by the Excusable Cause of Delay described in the claim.

23.11 Grant of extension of time

- (a) Subject to clauses 11.5, 23.11(d), 23.11(f), 23.11(g) and Schedule A21, if the conditions precedent in clause 23.10 have been satisfied, the Date for Milestone Achievement of the relevant Milestone or Date for Construction Completion or Date for Completion of the relevant Portion (as applicable) will be extended by a reasonable period determined by the Principal's Representative and notified to Macquarie within 20 Business Days after the later of:
 - (i) receipt of the last written claim under clause 23.9; or
 - (ii) provision by Macquarie of any additional information requested by the Principal's Representative under clause 23.9.
- (b) If there is an extension of time to a Date for Milestone Achievement, a Date for Construction Completion or a Date for Completion under clause 23.11(a), there will be a corresponding extension to the Site Access Expiry Date for any affected part of the Principal Construction Site.
- (c) In determining any extension of time, the Principal's Representative will not be bound by the SDD Program or any Progress Report.
- (d) The Principal's Representative will reduce any extension to a Date for Milestone Achievement, a Date for Construction Completion or Date for Completion that it would have otherwise granted to Macquarie under clause 23.11(a) to the extent that Macquarie or any of their Associates contributed to the delay or Macquarie or its Associates have not taken all proper and reasonable steps to prevent the cause of the delay and to avoid or minimise the consequences or duration of the delay in accordance with clause 23.7(c).
- (e) If a Date for Milestone Achievement, a Date for Construction Completion or a Date for Completion is extended pursuant to clause 23.11(a) and the Excusable Cause of Delay for which the extension was granted is a Compensation Event, Macquarie may make a claim for Delay Costs in accordance with clause 24 in respect of the period of time for which the extension of time was granted.
- (f) The Principal may, at its absolute discretion, by notice to Macquarie, in lieu of granting an extension of time to a Date for Milestone Achievement, a Date for Construction Completion or a Date for Completion under clause 23.11(a), and in circumstances where it is reasonably practicable for Macquarie to re-sequence or accelerate Macquarie's Activities in order to overcome the relevant delay, elect to pay Macquarie the Variation Costs which would have been payable by the Principal to Macquarie had the Principal directed Macquarie to implement a Variation which required Macquarie to accelerate the Project Works to achieve:
 - (i) Milestone Achievement of the relevant Milestone by the original Date for Milestone Achievement of that Milestone (being the Date for Milestone

Achievement of that Milestone as at the date on which the conditions precedent in clause 23.10 were satisfied);

- (ii) Construction Completion of the relevant Portion by the original Date for Construction Completion of that Portion (being the Date for Construction Completion of that Portion as at the date on which the conditions precedent in clause 23.10 were satisfied); or
- (iii) Completion of the relevant Portion by the original Date for Completion of that Portion (being the Date for Completion of that Portion as at the date on which the conditions precedent in clause 23.10 were satisfied),

(as applicable).

- (g) To the extent a Claim made under clause 23.9 relates to the Lifts and Escalators Work and the Principal's Representative has requested information pursuant to clause 23.9(c), then:
 - (i) if the D&C Contractor has a right to procure that information under the DSI Contract, clause 23.11(a) will operate without amendment to determine the time period for the Principal's notice; and
 - (ii) if the D&C Contractor does not have a right to procure that information under the DSI Contract, the time for the Principal's Representative to give its notice under clause 23.11(a) will be determined by reference to clause 23.11(a)(i) only.

23.12 **Liquidated damages for delay**

- (a) The parties agree and acknowledge that the Principal is pursuing a policy of building Sydney Metro City & Southwest and the Project Works for purposes that include achieving the objectives set out in clauses 3.1 and 3.2.
- (b) The parties acknowledge and agree that Macquarie's Activities represent an important element of the building of Sydney Metro City & Southwest as a major new public transport link which will service the needs of Sydney, including the needs of its workforce and its economy, and will provide frequent rapid transit services to handle projected population increases, create employment both during and after Macquarie's Activities, improve the efficiency of the Sydney public transport network and improve the local environment.
- (c) Macquarie acknowledges and agrees that its failure to achieve:
 - (i) Milestone Achievement of the Milestones by the required Dates for Milestone Achievement;
 - (ii) Construction Completion of a Portion by the required Date for Construction Completion; or
 - (iii) Completion of a Portion by the required Date for Completion,will not only result in direct losses to the Principal, but will also lead to the failure of the Principal to achieve its policy objectives to the immediate detriment of the Principal and of those on whose behalf the policy objectives are pursued. The Loss arising from this failure of the Principal to achieve its policy objectives is not capable of easy or precise calculation.
- (d) Macquarie agrees that if it does not achieve Milestone Achievement of a Milestone by the Date for Milestone Achievement of that Milestone, it must:

(i) pay the Principal by way of liquidated damages the applicable amount for that Milestone set out in paragraph 4 of Schedule A2 (each of which is exclusive of GST) for every day after the Date for Milestone Achievement of that Milestone up to and including:

(A) the Date of Milestone Achievement of that Milestone; or

(B) the date that this deed is validly terminated,

whichever first occurs; and

(ii) to the extent that Milestone Achievement of a Milestone has not occurred by the Date for Milestone Achievement for that Milestone, indemnify the Principal from and against any Liability suffered or incurred by the Principal arising out of or in connection with the failure to achieve Milestone Achievement of the Milestone by the Date for Milestone Achievement for that Milestone to the extent such Liability falls within a head of Loss specified in Schedule E3, up to an aggregate of [REDACTED] for every day after the relevant Date for Milestone Achievement up to and including:

(A) the Date of Milestone Achievement of the relevant Milestone; or

(B) the date that this deed is validly terminated,

whichever first occurs.

Macquarie's total aggregate liability under clause 23.12(d)(ii) in respect of any day for which Macquarie indemnifies the Principal is [REDACTED] per day and is included in the LD Cap.

(e) Macquarie agrees that if it does not achieve Construction Completion of a Portion by the Date for Construction Completion of that Portion, it must:

(i) pay the Principal by way of liquidated damages the applicable amount for that Portion set out in paragraph 3 of Schedule A2 (each of which is exclusive of GST) for every day after the Date for Construction Completion of that Portion up to and including:

(A) the Date of Construction Completion of the relevant Portion; or

(B) the date that this deed is validly terminated,

whichever first occurs; and

(ii) to the extent that Construction Completion of a Portion has not occurred by the Date for Construction Completion of that Portion, indemnify the Principal from and against any Liability suffered or incurred by the Principal arising out of or in connection with the failure to achieve Construction Completion of that Portion by the Date for Construction Completion of that Portion to the extent that such Liability falls within a head of Loss specified in Schedule E3, up to an aggregate of [REDACTED] for every day after the relevant Date for Construction Completion up to and including:

(A) the Date of Construction Completion of the relevant Portion; or

(B) the date that this deed is validly terminated,

whichever first occurs.

Macquarie's total aggregate liability under clause 23.12(e)(ii) in respect of any day for which Macquarie indemnifies the Principal is [REDACTED] per day and included in the LD Cap.

- (f) Macquarie agrees that if it does not achieve Completion of a Portion by the Date for Completion of that Portion, it must:
- (i) pay the Principal by way of liquidated damages the applicable amount for that Portion set out in paragraph 3 of Schedule A2 (each of which is exclusive of GST) for every day after the Date for Completion of that Portion up to and including:
 - (A) the Date of Completion of the relevant Portion; or
 - (B) the date that this deed is validly terminated,whichever first occurs; and
 - (ii) to the extent that Completion of a Portion has not occurred by the Date for Completion of that Portion, indemnify the Principal from and against any Liability suffered or incurred by the Principal arising out of or in connection with the failure to achieve Completion of that Portion by the Date for Completion of that Portion to the extent that such Liability falls within a head of Loss specified in Schedule E3, up to an aggregate of [REDACTED] for every day after the relevant Date for Completion up to and including:
 - (A) the Date of Completion of the relevant Portion; or
 - (B) the date that this deed is validly terminated,whichever first occurs.

Macquarie's total aggregate liability under clause 23.12(f)(ii) in respect of any day for which Macquarie indemnifies the Principal is [REDACTED] per day and included in the LD Cap.

- (g) The parties agree that the liquidated damages provided for in clauses 23.12(d), 23.12(e) and 23.12(f):
- (i) represent proper, fair and reasonable amounts recoverable by the Principal arising from the failure of Macquarie to achieve Milestone Achievement of a Milestone by the relevant Date for Milestone Achievement, Construction Completion of a Portion by the relevant Date for Construction Completion or Completion of a Portion by the relevant Date for Completion (as applicable) and do not constitute, and are not intended to be, a penalty and have been freely agreed by Macquarie; and
 - (ii) will be recoverable from Macquarie as a debt due and payable by the Principal.
- (h) The Principal and Macquarie acknowledge and agree that they are both parties contracting at arms' length, have equal bargaining power, possess extensive commercial experience and expertise and are being advised by their own legal, accounting, technical, financial, economic and other commercial professionals in relation to their rights and obligations pursuant to this deed.
- (i) Macquarie agrees to pay the liquidated damages and indemnify the Principal under clauses 23.12(d)(ii), 23.12(e)(ii) and 23.12(f)(ii) without any duress, coercion,

undue influence or any other form of unconscionable conduct or impermissible or objectionable persuasion on the part of the Principal.

- (j) Macquarie entered into the obligation to pay the amounts specified in clauses 23.12(d), 23.12(e) and 23.12(f) with the intention that it is a legally binding, valid and enforceable contractual provision against Macquarie in accordance with its terms.
- (k) Macquarie agrees:
 - (i) to exclude, and expressly waives the right of the benefit of, to the extent permissible, the application or operation of any legal rule or norm, including under statute, equity and common law, relating to the characterisation of liquidated amounts payable under a deed upon a breach occurring as penalties or the enforceability or recoverability of such liquidated amounts; and
 - (ii) that if this clause 23.12 is found for any reason to be void, invalid or otherwise inoperative so as to disentitle the Principal from recovering liquidated damages, the Principal will be entitled to recover general damages (including loss of revenue and loss of profits from the loss of use of the Project Works) as a result of Macquarie failing to achieve:
 - (A) Milestone Achievement of the relevant Milestone by the Date for Milestone Achievement of that Milestone;
 - (B) Construction Completion of the relevant Portion by the Date for Construction Completion of that Portion; or
 - (C) Completion of the relevant Portion by the Date for Completion of that Portion,(as applicable), but Macquarie's liability for such damages (whether per day or in the aggregate) shall not exceed the liability Macquarie would have had under this clause 23.12 if this clause had not been void, invalid or otherwise inoperative.
- (l) The Principal's Representative, when issuing a payment schedule pursuant to clause 34.2(e) or 34.2(g), may include a provisional assessment of the amount then provisionally due by way of liquidated damages then accruing under clause 23.12(d)(i), clause 23.12(e)(i) or clause 23.12(f)(i) or under the indemnity in clause 23.12(d)(ii), clause 23.12(e)(ii) or clause 23.12(f)(ii) to the date of the payment schedule.
- (m) The Principal and Macquarie agree that:
 - (i) the aggregate of the amounts payable under clauses 23.12(d)(i), 23.12(d)(ii) and 23.12(k)(ii)(A) is:
 - (A) limited in accordance with clause 42.2(b); and
 - (B) a limitation on Macquarie's liability to the Principal for:
 - (aa) a failure to achieve Milestone Achievement of any Milestone by the relevant Date for Milestone Achievement;
 - (bb) breach of clause 23.2(a); and

- (cc) breach of clause 10 and under the indemnity in clause 10.6, but only to the extent that such breach or liability is due to a failure by Macquarie to achieve Milestone Achievement of a Milestone by the relevant Date for Milestone Achievement and not in any other circumstances;
- (ii) the aggregate of the amounts payable under clauses 23.12(e)(i), 23.12(e)(ii) and 23.12(k)(ii)(B) is:
 - (A) limited in accordance with clause 42.2(b); and
 - (B) a limitation on Macquarie's liability to the Principal for:
 - (aa) a failure to achieve Construction Completion of any Portion by the relevant Date for Construction Completion;
 - (bb) breach of clause 23.2(b); and
 - (cc) breach of clause 10 and under the indemnity in clause 10.6, but only to the extent that such breach or liability is due to a failure by Macquarie to achieve Construction Completion of a Portion by the relevant Date for Construction Completion and not in any other circumstances; and
- (iii) the aggregate of the amounts payable under clauses 23.12(f)(i), 23.12(f)(ii) and 23.12(k)(ii)(C) is:
 - (A) limited in accordance with clause 42.2(b); and
 - (B) a limitation on Macquarie's liability to the Principal for:
 - (aa) a failure to achieve Completion of any Portion by the relevant Date for Completion;
 - (bb) breach of clause 23.2(c) or clause 23.2(d); and
 - (cc) breach of clause 10 and under the indemnity in clause 10.6, but only to the extent that such breach or liability is due to a failure by Macquarie to achieve Completion of a Portion by the relevant Date for Completion and not in any other circumstances;
- (iv) Subject to clause 23.12(m)(vi), the Principal will not be entitled to make, nor will Macquarie be liable upon, any Claim in the circumstances referred to in clauses 23.12(m)(i), (ii) or (iii) other than for the amount for which Macquarie is liable under this clause 23.12 (including, where applicable, liquidated damages under clauses 23.12(d)(i), 23.12(e)(i) and 23.12(f)(i), common law damages under clause 23.12(k)(ii) and under the indemnities in clauses 23.12(d)(ii), 23.12(e)(ii) and 23.12(f)(ii)), which will be the Principal's sole financial remedy against Macquarie for failing to achieve:
 - (A) Milestone Achievement of any Milestone by the relevant Date for Milestone Achievement;
 - (B) Construction Completion of any Portion by the relevant Date for Construction Completion;
 - (C) Completion of any Portion (other than Portion 1) by the relevant Date for Completion; or

- (D) Completion of the Retail Works, OSD Entrance Works and Over Station Rail Works by the Date of Completion of the last Station Works Portion to achieve Completion;
- (v) the sole remedy provision in clause 23.12(m)(iv) relates to the delay itself and does not limit the Principal's rights with respect to an event giving rise to a delay or the consequences of that event (other than the delay) or limit or reduce Macquarie's Liability for any other acts, omissions or defaults (including the Principal's entitlement to damages other than delay damages) with respect to an event giving rise to delay or the consequences of that event; and
- (vi) nothing in this clause 23.12(m) in any way limits Macquarie's liability where this deed is terminated by the Principal under clause 45 or otherwise at Law.
- (n) If Macquarie has paid liquidated damages in accordance with clause 23.12(d)(i), clause 23.12(e)(i) or clause 23.12(f)(i) or an amount under the indemnity in clause 23.12(d)(ii), clause 23.12(e)(ii) or clause 23.12(f)(ii) and Macquarie is subsequently granted an extension of time pursuant to clause 23.11 in respect of the event giving rise to the liability for such liquidated damages or under the indemnity, then the Principal must repay those liquidated damages or the amount (as relevant) to Macquarie to the extent such extension of time was granted.
- (o) If, during any period of time:
 - (i) Macquarie is liable to the Principal for liquidated damages:
 - (A) in respect of a delay to:
 - (aa) Milestone Achievement of more than one Milestone;
 - (bb) Construction Completion of more than one Portion; or
 - (cc) Completion of more than one Portion; or
 - (B) under more than one of:
 - (aa) clause 23.12(d)(i) in relation to Milestone Achievement;
 - (bb) clause 23.12(e)(i) in relation to Construction Completion; and
 - (cc) clause 23.12(f)(i) in relation to Completion,

Macquarie's maximum aggregate liability to the Principal for liquidated damages during that period will be limited to the highest daily rate of liquidated damages which are payable by Macquarie in respect of the relevant delays under this clause 23.12; or

- (ii) Macquarie is required to indemnify the Principal:
 - (A) under:
 - (aa) clause 23.12(d)(ii) in respect of a delay to Milestone Achievement of more than one Milestone;
 - (bb) clause 23.12(e)(ii) in respect of a delay to Construction Completion of more than one Portion; or

(cc) clause 23.12(f)(ii) in respect of a delay to Completion of more than one Portion; or

(B) under more than one of:

(aa) clause 23.12(d)(ii) in relation to Milestone Achievement;

(bb) clause 23.12(e)(ii) in relation to Construction Completion; and

(cc) clause 23.12(f)(ii) in relation to Completion,

Macquarie's maximum aggregate liability to the Principal under the relevant indemnities for each day during that period will be limited to [REDACTED] per day.

23.13 Extension to Site Access Expiry Date

(a) If an Excusable Cause of Delay:

(i) causes or will cause Macquarie to require access to part of the Principal Construction Site after the Site Access Expiry Date for that part of the Principal Construction Site; and

(ii) will not delay Macquarie in achieving:

(A) Construction Completion of Portion 1 by the Date for Construction Completion of that Portion; and

(B) Completion of any Portion other than Portion 1 by the Date for Completion of that Portion,

Macquarie may make a claim under this clause 23.13.

(b) If Macquarie wishes to make a Claim under this clause 23.13, it must:

(i) within 20 Business Days after the date Macquarie first became aware of an Excusable Cause of Delay which causes or will cause Macquarie to require access to part of the Principal Construction Site after the Site Access Expiry Date for that part of the Principal Construction Site, submit a written claim for an extension to the Site Access Expiry Date, which:

(A) contains detailed particulars of the Excusable Cause of Delay, the delay and Macquarie's Activities that have been delayed; and

(B) states the number of days extension of time to the Site Access Expiry Date, together with a basis for calculating the total number of days claimed; and

(ii) if the effects of the delay continue beyond the period of 20 Business Days after the Excusable Cause of Delay and Macquarie wishes to claim an extension to the Site Access Expiry Date in respect of the further delay, submit an updated Claim to the Principal containing the information required by clause 23.13(b)(i) promptly.

(c) If Macquarie satisfies the requirements of this clause 23.13, the relevant Site Access Expiry Date will be extended by a reasonable period determined by the Principal's Representative and notified to Macquarie within 20 Business Days after receipt of the last written claim under clause 23.13(b).

- (d) The Principal will reduce any extension to the relevant Site Access Expiry Date that it would otherwise have granted to Macquarie under clause 23.13(c) to the extent that Macquarie or any of their Associates contributed to the delay or has not taken all proper and reasonable steps to prevent the cause of the delay and to avoid or minimise the consequences or duration of the delay in accordance with clause 23.7(c).

23.14 Unilateral extension

Where Macquarie has been delayed in achieving Milestone Achievement of a Milestone or Construction Completion or Completion of a Portion by a breach of contract by the Principal, the Principal's Representative may, whether or not Macquarie has made a claim under clause 23.9, in its absolute discretion at any time, from time to time, unilaterally issue a notice under clause 23.11(a) to Macquarie extending the relevant Date for Milestone Achievement, Date for Construction Completion or Date for Completion (as applicable) by the period specified in the notice to Macquarie.

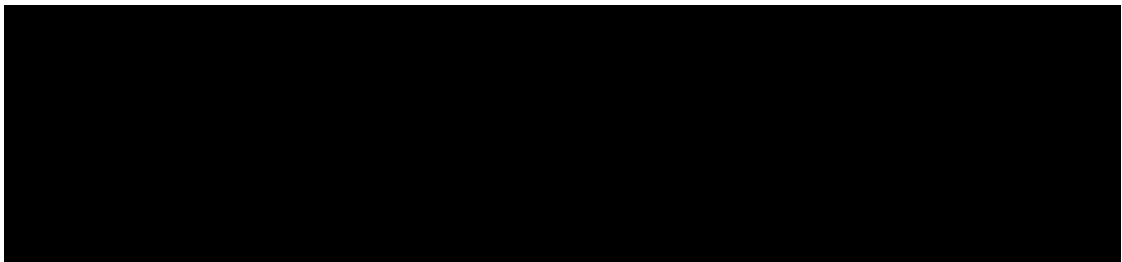
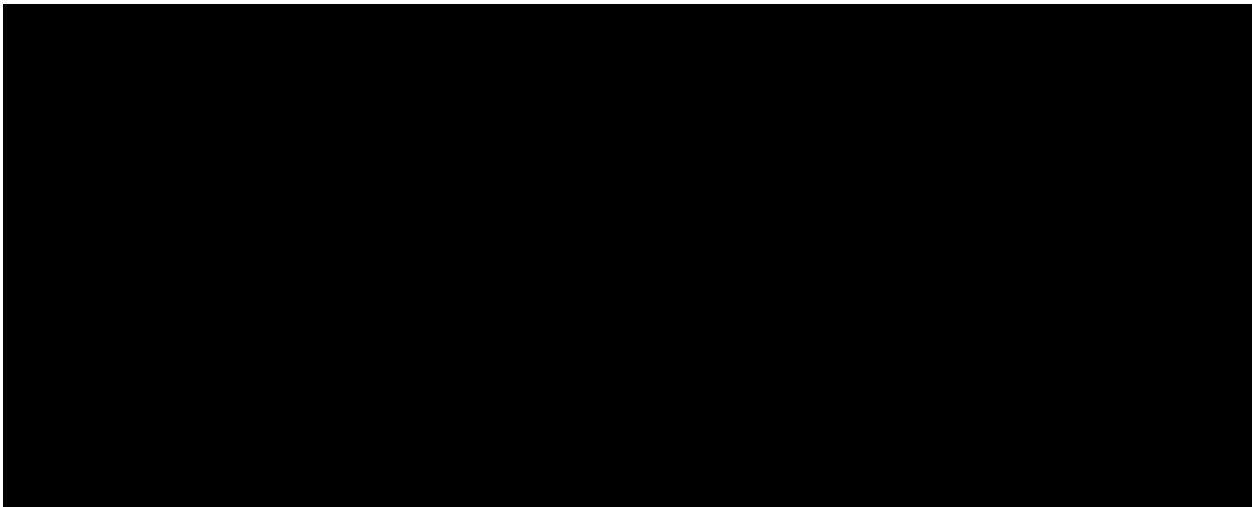
23.15 Concurrent delays

Macquarie is not entitled to make a Claim under clause 23.9 or claim an extension of time in respect of a delay to Milestone Achievement of a Milestone or Construction Completion or Completion of a Portion caused by an Excusable Cause of Delay to the extent that the delay is contemporaneous with a delay to Milestone Achievement of a Milestone or Construction Completion or Completion of a Portion caused by an event which is not an Excusable Cause of Delay.

23.16 Progress Reports

In addition to Macquarie's obligations under clauses 23.7 and 23.8, Macquarie must give the Principal a Progress Report containing the details required by Appendix 53a to the SWTC.

24. COMPENSATION EVENTS



24.2 **Claim for compensation**

To claim Delay Costs or ██████████ in respect of a Compensation Event, Macquarie must:

- (a) within 40 Business Days after the earlier of the date Macquarie becomes aware, or ought reasonably to have become aware, that the Compensation Event is likely to cause Macquarie to incur Delay Costs or ██████████ (or if Macquarie becomes so aware, or ought reasonably to have become so aware, in the period between the Commencement Date and Financial Close, within 40 Business Days after Financial Close), give to the Principal's Representative a written notice, expressly stating:
 - (i) that Macquarie proposes to make a Claim for Delay Costs and/or ██████████ (as applicable); and
 - (ii) the Compensation Event upon which the Claim will be based; and
- (b) within 25 Business Days of giving the notice under clause 24.2(a), give the Principal's Representative a written Claim which must include (to the extent practicable):
 - (i) detailed particulars concerning the Compensation Event upon which the Claim is based;
 - (ii) details of the obligations and rights of Macquarie which have been affected by the Compensation Event;
 - (iii) details of the Delay Costs and/or ██████████ claimed in respect of the Compensation Event and how those Delay Costs and/or ██████████ have been calculated;
 - (iv) detailed particulars of how:

- (A) the delay for which Macquarie has been granted an extension of time has caused Macquarie to incur Delay Costs; and/or
- (B) the Compensation Event has caused Macquarie to incur [REDACTED] and
- (v) details of the steps which Macquarie has taken to mitigate the effects of the relevant Compensation Event.

24.3 Continuing Compensation Events

If the Compensation Event (or its effects) are continuing, Macquarie must:

- (a) continue to give the information required by clause 24.2(b) every 40 Business Days after the notice under clause 24.2(b) was provided to the Principal's Representative until after the Compensation Event (or its effects) have ceased; and
- (b) provide a final written Claim within 25 Business Days after the Compensation Event (or its effects) have ceased.

24.4 Condition precedent to compensation

- (a) It is a condition precedent to Macquarie's entitlement to compensation that:
 - (i) in relation to:
 - (A) a claim for Delay Costs, a Compensation Event has occurred which has caused Macquarie to incur Delay Costs; and
 - (B) a claim for [REDACTED] an event contemplated by paragraphs (a), (g) or (k) of the definition of Compensation Event has occurred which has caused Macquarie to incur [REDACTED]
 - (ii) Macquarie has complied with the requirements of clauses 24.2 and 24.3; and
 - (iii) to the extent that Macquarie wishes to claim any Delay Costs that it has incurred and which arise out of or in connection with any delay to Construction Completion or Completion of a Portion, Macquarie has been granted an extension of time to the relevant Date for Construction Completion or Date for Completion under clause 23.11(a) or 23.14.
- (b) If Macquarie fails to comply with the requirements of clauses 24.2 and, if applicable, 24.3 within the periods required by those clauses:
 - (i) the Principal will not be liable (in so far as it is possible to exclude such liability) upon any Claim for Delay Costs and [REDACTED] by Macquarie; and
 - (ii) Macquarie will be absolutely barred from making any Claim for Delay Costs and [REDACTED] against the Principal,arising out of or in connection with the relevant Compensation Event.

24.5 Delay Costs and [REDACTED]

- (a) If the conditions precedent in clause 24.4(a) have been satisfied, the Principal must pay Macquarie the Delay Costs that Macquarie has incurred as a direct result of the delay caused by the Compensation Event to Construction Completion or Completion

of the Portion for which the extension of time was granted pursuant to clause 23.11(a) or clause 23.14, but only in respect of the period of time for which the extension of time was granted.

- (b) If the conditions precedent in clause 24.4(a) have been satisfied, the Principal must pay Macquarie the [REDACTED] that Macquarie has incurred as a direct result of the relevant Compensation Event.

24.6 Limitation on Delay Costs

Notwithstanding anything else in this deed, the Delay Costs to which Macquarie is entitled under clause 24.5 will not exceed:

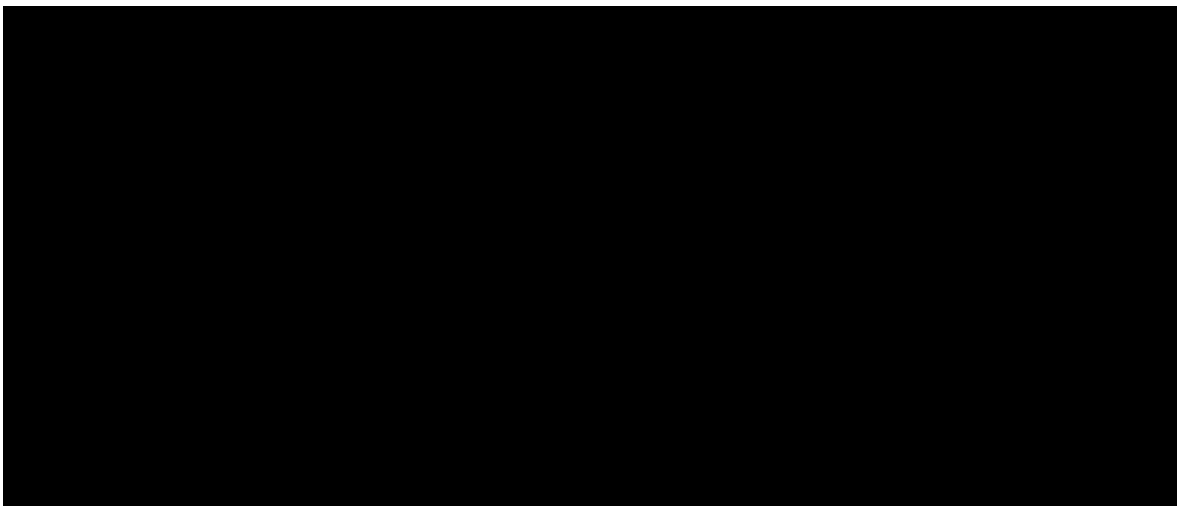
- (a) with respect to D&C Delay Costs, the D&C Delay Cost Cap; and
- (b) with respect to Delay Costs (Macquarie), the Delay Costs (Macquarie) Cap,

in respect of each Day of Delay (as those terms are defined in Schedule E4).

24.7 Mitigation

- (a) Macquarie must use all reasonable endeavours to mitigate the effects of any Compensation Event (including by putting in place temporary measures reasonably acceptable to the Principal's Representative).
- (b) Without limiting clause 24.7(a), Macquarie must use all reasonable endeavours to:
 - (i) avoid or minimise the duration and consequences of any delay caused by a Compensation Event;
 - (ii) minimise any incremental costs or loss of revenue incurred or suffered as a result of a Compensation Event; and
 - (iii) maximise any cost savings or additional revenue derived as a result of a Compensation Event.
- (c) Macquarie's entitlement to Delay Costs and/or [REDACTED] will be reduced to the extent that Macquarie fails to comply with its obligations under this clause 24.7.

24.8 Limitation of liability



25. **MILESTONE ACHIEVEMENT**

25.1 **Milestone Achievement**

(a) Macquarie must, in respect of each Milestone, give the Principal's Representative:

- (i) 6 months;
- (ii) 3 months;
- (iii) 1 month; and
- (iv) 1 week,

written notice of the estimated Date of Milestone Achievement of that Milestone.

(b) Subject to clause 25.1(g), the Principal's Representative, Macquarie's Representative and the Independent Certifier must, within 5 Business Days after receipt of the notice referred to in clause 25.1(a)(ii) jointly inspect Macquarie's Activities at a mutually convenient time.

(c) Within 2 Business Days after the joint inspection referred to in clause 25.1(b), the Independent Certifier must give the Principal and Macquarie a notice either:

- (i) containing a list of items which it believes must be completed before Milestone Achievement of the Milestone is achieved; or
- (ii) stating that it believes Macquarie is so far from achieving Milestone Achievement of the Milestone that it is not practicable to issue a list as contemplated in clause 25.1(c)(i).

(d) When Macquarie considers it has achieved Milestone Achievement of a Milestone, Macquarie must notify the Principal's Representative and the Independent Certifier in writing and provide them with an executed certificate in the form of Schedule B17. Thereafter, and subject to clause 25.1(g), the Principal's Representative, Macquarie's Representative and the Independent Certifier must, within 5 Business Days after receipt of Macquarie's written notice, jointly inspect Macquarie's Activities at a mutually convenient time.

(e) Following the joint inspection under clause 25.1(d), the Independent Certifier must within 5 Business Days of the joint inspection, or within 5 Business Days of receipt of a notice under clause 25.1(f) (as applicable):

- (i) if Milestone Achievement of the Milestone has been achieved, provide to the Principal's Representative and Macquarie a document signed by the Independent Certifier in the form of Schedule B5; or
- (ii) if Milestone Achievement of the Milestone has not been achieved, issue a notice to the Principal and Macquarie in which it states:
 - (A) the items which remain to be completed before Milestone Achievement of the Milestone; or
 - (B) that Macquarie is so far from achieving Milestone Achievement of the Milestone that it is not practicable to notify Macquarie of the items which remain to be completed as contemplated by clause 25.1(e)(ii)(A).

- (f) If the Independent Certifier issues a notice under clause 25.1(e)(ii), Macquarie must proceed with Macquarie's Activities and thereafter when it considers it has achieved Milestone Achievement of the Milestone, it must give the Principal's Representative and the Independent Certifier written notice to that effect after which clauses 25.1(d) and 25.1(e) will reapply.
- (g) Macquarie acknowledges and agrees that:
 - (i) the Principal's Representative may invite any other person to attend any joint inspection provided for by this clause 25.1, including representatives of any Rail Contractor; and
 - (ii) the Principal's Representative and any Rail Contractor may provide comments to the Independent Certifier (with a copy to Macquarie) in relation to any non-compliance of Macquarie's Activities with this deed.
- (h) The parties acknowledge that:
 - (i) Milestone Achievement of a Milestone will not be conditional upon the Follow-on Contractors carrying out any of the Follow-on Works; and
 - (ii) Macquarie may achieve Milestone Achievement of a Milestone prior to the Follow-on Contractors commencing the Line-wide Works.

25.2 **Effect of Notice of Milestone Achievement**

A Notice of Milestone Achievement will not:

- (a) constitute approval by the Principal or the Principal's Representative of Macquarie's performance of its obligations under this deed;
- (b) be taken as an admission or evidence that the Project Works comply with this deed; or
- (c) prejudice any rights or powers of the Principal or the Principal's Representative.

25.3 **Access for Follow-on Contractors**

- (a) Without limiting any other provision of this deed (including clause 10 and clause 11) or Macquarie's obligations under any Project Document (including the Project Cooperation and Integration Deeds and the Master Interface Protocols Deed Poll), Macquarie must give the Follow-on Contractors access to the Project Works comprised in a Milestone from the Date of Milestone Achievement of that Milestone.
- (b) If:
 - (i) Macquarie has complied with its relevant obligations under:
 - (A) this deed (including the SWTC) and the OSD PDA in connection with the Follow-on Contractors (including clause 10 and this clause 25); and
 - (B) each Follow-on Contractor Cooperation and Integration Deed;
 - (ii) the Follow-on Contractors do not commence the Follow-on Works in respect of a Milestone within a reasonable period of time after the later of the Date of Milestone Achievement, and the Date for Milestone Achievement, of that Milestone; and

- (iii) Macquarie's Activities must be re-sequenced or accelerated as a direct result of the Follow-on Contractor's failure to commence those Follow-on Works within a reasonable period of time,

the Principal must direct a Variation requiring Macquarie to re-sequence or accelerate Macquarie's Activities to accommodate the delay to the commencement of the Follow-on Works in accordance with clause 35.

26. TESTING AND COMMISSIONING

26.1 Testing and Commissioning Plan

Macquarie must carry out the Tests in accordance with the Testing and Commissioning Plan, the SWTC and this clause 26.

26.2 Test Procedures

- (a) For each Test, Macquarie must:
 - (i) prepare a Test Procedure which complies with Appendix 56 to the SWTC and the other requirements of the SWTC; and
 - (ii) submit the Test Procedure to the Independent Certifier and the Principal's Representative at least 60 Business Days prior to the date on which Macquarie proposes to conduct the Test.
- (b) The Principal's Representative may (but is not obliged to):
 - (i) review any Test Procedure submitted under this clause 26.2; and
 - (ii) if the Test Procedure does not comply with the requirements of this deed, notify Macquarie in writing of the non-compliance including detailed reasons for the non-compliance,

within 15 Business Days of the date on which it is submitted to the Principal's Representative.
- (c) If Macquarie receives a notice in accordance with clause 26.2(b)(ii) Macquarie must submit a revised Test Procedure to the Principal's Representative, whereupon the provisions of this clause 26.2 (other than clause 26.2(a)(ii)) will reapply to the revised Test Procedure.

26.3 Notice of Tests

- (a) Macquarie must give the Independent Certifier and the Principal at least 20 Business Days' notice of the date, time and place of each Test.
- (b) Macquarie may postpone a Test in respect of which it has given the Independent Certifier notice in accordance with clause 26.3(a).
- (c) If Macquarie postpones a Test in accordance with clause 26.3(b), Macquarie must give the Principal and the Independent Certifier at least 5 Business Days' notice of the rescheduled date, time and place of that Test.
- (d) Macquarie must give the Independent Certifier and the Principal:
 - (i) a program that specifies the date, time and place of each Test to be conducted for the following 25 Business Day period (**Test Program**); and

- (ii) an updated Test Program each week during the period that Macquarie is carrying out Tests.
- (e) Unless otherwise agreed by the Principal's Representative, Macquarie will be deemed to have failed a Test if it fails to give the Independent Certifier and the Principal the required notice of when the Test will be conducted.

26.4 **Conduct of Tests**

- (a) Macquarie must conduct all Tests in accordance with:
 - (i) the relevant Test Procedure; and
 - (ii) the other requirements of this deed (including section 6.6 of the SWTC and Appendix 56 to the SWTC).
- (b) The Principal and the Independent Certifier may (but are not obliged to) attend and witness the conduct of all Tests.

26.5 **Test Reports**

- (a) Macquarie must, within 10 Business Days after carrying out a Test, submit a Test Report to the Principal for that Test, irrespective of the result of the Test.
- (b) Each Test Report must comply with, and be submitted in accordance with, the requirements of section 4.4 of Appendix 56 to the SWTC.
- (c) The Principal must, within 10 Business Days of the date on which it receives the Test Report, determine whether or not the Test has been passed or failed and either:
 - (i) if the Test has been passed in accordance with the Test Procedure, notify Macquarie that the Test has been passed in accordance with the Test Procedure; or
 - (ii) if the Test has been failed and/or the Test Report does not comply with the requirements of this deed, notify Macquarie that:
 - (A) the Test has been failed; and/or
 - (B) the Test Report does not comply with the requirements of this deed, (Minor Non-Compliances excepted).
- (d) If the notice issued pursuant to clause 26.5(c)(i) lists any Minor Non-Compliances:
 - (i) the Principal may, in the notice, recommend the action that could be taken by Macquarie to address the Minor Non-Compliance; and
 - (ii) Macquarie must complete the recommended action, or take any other action Macquarie deems reasonable in the circumstances to correct the Minor Non-Compliance to the extent required for the Test Report to comply with this deed, within the time frame (if any) specified by the Principal.

26.6 **Failure of Test**

If the Principal's Representative notifies Macquarie under clause 26.5(c) that a Test has been failed (or that a Test has been failed and the Test Report is non-compliant), Macquarie must:

- (a) carry out all necessary rectification work; and
- (b) when it believes that it has completed all necessary rectification work, give a further notice in accordance with clause 26.3(a), provided that the time period in clause 26.3(a) will be reduced to 10 Business Days, whereupon clauses 26.4 and 26.5 will re-apply.

26.7 Non-compliant Test Report

If the Principal's Representative notifies Macquarie that a Test Report is non-compliant (Minor Non-Compliances excepted), Macquarie must amend and re-submit the Test Report, whereupon clause 26.5 will re-apply.

26.8 Additional testing by the Principal

- (a) The Principal's Representative may carry out, or direct Macquarie to carry out, additional tests in respect of the Project Works. The Principal's Representative must give Macquarie and the Independent Certifier reasonable prior notice of these tests (being at least 5 Business Days' prior notice). Macquarie must provide all reasonable assistance required by the Principal's Representative and the Independent Certifier in relation to these tests.
- (b) The Principal's Representative may, in relation to these tests, direct that any part of the Project Works not be covered up or made inaccessible for a period of not more than 5 Business Days without the Principal's Representative's prior written approval.
- (c) Subject to clause 26.8(d), if the Principal carries out, or directs Macquarie to carry out, tests pursuant to this clause 26.8, the carrying out of those tests will be treated as if they were a Variation directed by the Principal and clause 35 will apply.
- (d) If the Principal carries out, or directs Macquarie to carry out, tests pursuant to this clause 26.8 and:
 - (i) the results of the test show:
 - (A) the work is not in accordance with this deed (other than a Minor Defect); or
 - (B) that there is a Defect that Macquarie is responsible for having regard to clause 1.2(m) in respect of the work tested (other than a TSE Defect in respect of which the Principal has not directed a Variation as referred to in clause 11.13(c)(ii) or a Minor Defect);
 - (ii) the test is in respect of work covered up or made inaccessible without the prior written approval of the Principal's Representative where that approval was required; or
 - (iii) the test is upon work undertaken to correct or overcome a Defect that Macquarie is responsible for having regard to clause 1.2(m), (other than a TSE Defect in respect of which the Principal has not directed a Variation as referred to in clause 11.13(c)(ii) or a Minor Defect),

those tests will not be treated as if they were a Variation directed by the Principal under clause 26.8(c) and the reasonable Costs incurred by the Principal in connection with these tests will be a debt due and payable from Macquarie to the Principal.

- (e) Results of tests carried out by Macquarie under this clause 26.8 must be submitted to the Principal in accordance with clause 26.5.

27. CONSTRUCTION COMPLETION

27.1 Construction Completion

- (a) Macquarie must give the Principal's Representative:

- (i) 6 months;
- (ii) 3 months;
- (iii) 1 month; and
- (iv) 1 week,

written notice of the estimated Date of Construction Completion of each Portion.

- (b) Subject to clause 27.1(g), the Principal's Representative, Macquarie's Representative and the Independent Certifier must, within 5 Business Days after receipt of the notice referred to in clause 27.1(a)(ii) jointly inspect Macquarie's Activities at a mutually convenient time.

- (c) Within 2 Business Days after the joint inspection referred to in clause 27.1(b), the Independent Certifier must give the Principal and Macquarie a notice either:

- (i) containing a list of items which it believes must be completed before Construction Completion of the Portion is achieved; or
- (ii) stating that it believes Macquarie is so far from achieving Construction Completion of the Portion that it is not practicable to issue a list as contemplated in clause 27.1(c)(i).

- (d) When Macquarie considers it has achieved Construction Completion of a Portion, Macquarie must notify the Principal's Representative and the Independent Certifier in writing and provide them with an executed certificate in the form of Schedule B2. Thereafter, and subject to clause 27.1(g), the Principal's Representative, Macquarie's Representative and the Independent Certifier must, within 5 Business Days after receipt of Macquarie's written notice, jointly inspect Macquarie's Activities at a mutually convenient time.

- (e) Following the joint inspection under clause 27.1(d), the Independent Certifier must within 5 Business Days of the joint inspection, or within 5 Business Days of receipt of a notice under clause 27.1(f) (as applicable):

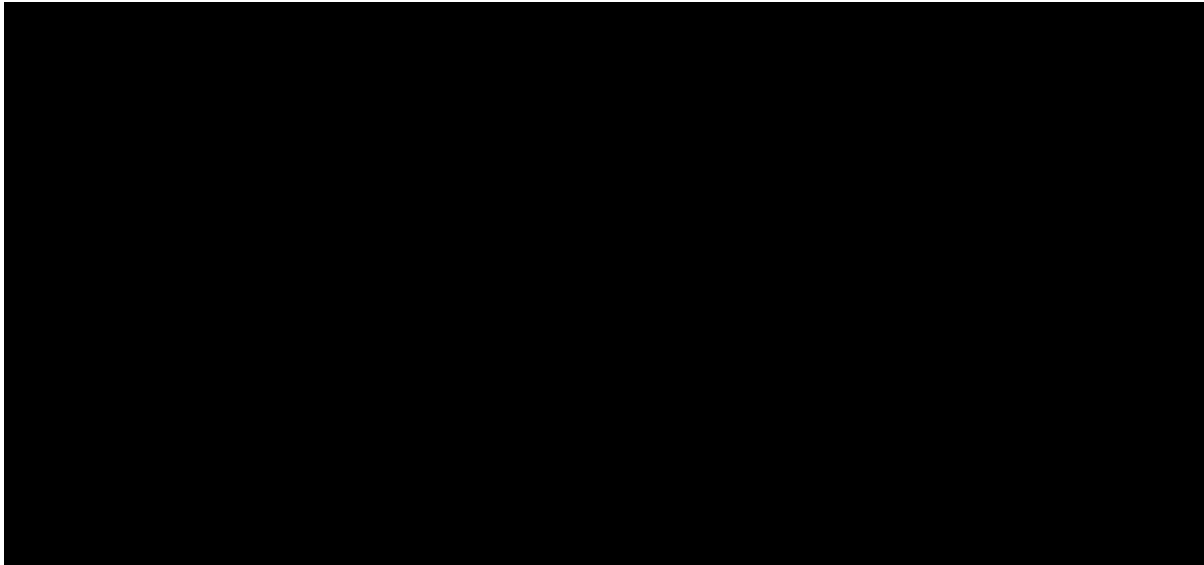
- (i) if Construction Completion of the Portion has been achieved:
 - (A) provide to the Principal's Representative and Macquarie a document signed by the Independent Certifier in the form in Schedule B4; and
 - (B) provide to the Principal's Representative and Macquarie any certifications required under any Third Party Agreements which relate to obligations in Schedule D4 that Macquarie is required to comply with;
- (ii) if Construction Completion of the Portion has not been achieved, issue a notice to the Principal and Macquarie in which it states:

- (A) the items which remain to be completed before Construction Completion of the Portion can be achieved; or
 - (B) that Macquarie is so far from achieving Construction Completion of the Portion that it is not practicable to notify Macquarie of the items which remain to be completed as contemplated by clause 27.1(e)(ii)(A).
- (f) If the Independent Certifier issues a notice under clause 27.1(e)(ii) Macquarie must proceed with Macquarie's Activities and thereafter when it considers it has achieved Construction Completion of the Portion it must give the Principal's Representative and the Independent Certifier written notice to that effect after which clauses 27.1(d) and 27.1(e) will reapply.
- (g) Macquarie acknowledges and agrees that:
 - (i) the Principal's Representative may invite any other person to attend any joint inspection provided for by this clause 27.1 and clause 27.2, including representatives of any Rail Contractor; and
 - (ii) the Principal's Representative and any Rail Contractor may provide comments to the Independent Certifier (with a copy to Macquarie) in relation to any non-compliance of Macquarie's Activities with this deed.
- (h) Without affecting Macquarie's obligation to achieve Construction Completion of each Portion by the relevant Date for Construction Completion of those Portions, the parties acknowledge that:
 - (i) no separate Date for Construction Completion of the Project Works is specified in this deed;
 - (ii) Construction Completion of the Project Works is achieved by achieving Construction Completion of all Portions;
 - (iii) Construction Completion of the Project Works will be taken to have occurred once Construction Completion of all Portions has occurred; and
 - (iv) the Date of Construction Completion of the Project Works will be taken to be the Date of Construction Completion of the last Portion to achieve Construction Completion.
- (i) The parties acknowledge and agree that:
 - (i) Construction Completion of a Portion will not be conditional upon the Follow-on Contractors carrying out any of the Follow-on Works;
 - (ii) Macquarie may achieve Construction Completion of a Portion prior to the Follow-on Contractors commencing the Follow-on Works; and
 - (iii) without limiting clauses 16.2(e) and 20.3(c), when determining whether the tests for Construction Completion of a Portion have been achieved, the Independent Certifier must have regard to the SWTC Reliance Provisions and [REDACTED]
- (j) Macquarie must, as a condition precedent to Construction Completion of the last Portion to achieve Construction Completion, ensure that the Station Works and Retail Works are water proofed in accordance with the requirements of the SWTC and are protected from Loss or damage resulting from the conditions contemplated

by paragraphs (d) and (j) of the definition of Site Conditions in accordance with the requirements of this deed.

[Redacted]

[Redacted]



27.3 **Effect of Notice of Construction Completion**

A Notice of Construction Completion will not:

- (a) constitute approval by the Principal or the Principal's Representative of Macquarie's performance of its obligations under this deed;
- (b) be taken as an admission or evidence that the Project Works comply with this deed; or
- (c) prejudice any rights or powers of the Principal or the Principal's Representative.

28. **COMPLETION**

28.1 **Completion**

- (a) Macquarie must give the Principal's Representative:
 - (i) 6 months;
 - (ii) 3 months;
 - (iii) 1 month; and
 - (iv) 1 week,written notice of the estimated Date of Completion of each Portion.
- (b) Subject to clause 28.1(g), the Principal's Representative, Macquarie's Representative and the Independent Certifier must, within 5 Business Days after receipt of the notice referred to in clause 28.1(a)(ii) jointly inspect Macquarie's Activities at a mutually convenient time.
- (c) Within 2 Business Days after the joint inspection referred to in clause 28.1(b), the Independent Certifier must give the Principal and Macquarie a notice either:
 - (i) containing a list of items which it believes must be completed before Completion of the Portion is achieved; or

- (ii) stating that it believes Macquarie is so far from achieving Completion of the Portion that it is not practicable to issue a list as contemplated in clause 28.1(c)(i).
- (d) When Macquarie considers it has achieved Completion of a Portion, Macquarie must notify the Principal's Representative and the Independent Certifier in writing and provide them with an executed certificate in the form of Schedule B22. Thereafter, and subject to clause 28.1(g), the Principal's Representative, Macquarie's Representative and the Independent Certifier must, within 5 Business Days after receipt of Macquarie's written notice, jointly inspect Macquarie's Activities at a mutually convenient time.
- (e) Following the joint inspection under clause 28.1(d), the Independent Certifier must within 5 Business Days of the joint inspection, or within 5 Business Days of receipt of a notice under clause 28.1(f) (as applicable):
 - (i) if Completion of the Portion has been achieved:
 - (A) provide to the Principal's Representative and Macquarie a document signed by the Independent Certifier in the form in Schedule B24; and
 - (B) provide to the Principal's Representative and Macquarie any certifications required under any Third Party Agreements which relate to obligations in Schedule D4 with which Macquarie is required to comply;
 - (ii) if Completion of the Portion has not been achieved, issue a notice to the Principal and Macquarie in which it states:
 - (A) the items which remain to be completed before Completion of the Portion can be achieved; or
 - (B) that Macquarie is so far from achieving Completion of the Portion that it is not practicable to notify Macquarie of the items which remain to be completed as contemplated by clause 28.1(e)(ii)(A).
- (f) If the Independent Certifier issues a notice under clause 28.1(e)(ii) Macquarie must proceed with Macquarie's Activities and thereafter when it considers it has achieved Completion of the Portion it must give the Principal's Representative and the Independent Certifier written notice to that effect after which clauses 28.1(d) and 28.1(e) will reapply.
- (g) Macquarie acknowledges and agrees that:
 - (i) the Principal's Representative may invite any other person to attend any joint inspection provided for by this clause 28.1, including representatives of any Rail Contractor; and
 - (ii) the Principal's Representative and any Rail Contractor may provide comments to the Independent Certifier (with a copy to Macquarie) in relation to any non-compliance of Macquarie's Activities with this deed.
- (h) Without affecting Macquarie's obligation to achieve Completion of each Portion by the relevant Date for Completion of those Portions, the parties acknowledge that:
 - (i) no separate Date for Completion of the Project Works is specified in this deed;

- (ii) Completion of the Project Works is achieved by achieving Construction Completion of Portion 1 and Completion of all Portions other than Portion 1;
- (iii) Completion of the Project Works will be taken to have occurred once Construction Completion of Portion 1, and Completion of all Portions other than Portion 1, has occurred; and
- (iv) the Date of Completion of the Project Works will be taken to be the Last Date of Completion.

28.2 **Effect of Notice of Completion**

A Notice of Completion will not:

- (a) constitute approval by the Principal or the Principal's Representative of Macquarie's performance of its obligations under this deed;
- (b) be taken as an admission or evidence that the Project Works comply with this deed; or
- (c) prejudice any rights or powers of the Principal or the Principal's Representative.

29. **POST-COMPLETION ARRANGEMENTS**

29.1 **Access following Completion of a Portion**

- (a) Following:
 - (i) Construction Completion of Portion 1, the Principal must procure that each Follow-on Contractor provides Macquarie with such access to the Construction Site with respect to Portion 1 as may be reasonably required by Macquarie in order to rectify any Minor Defects and Agreed Defects identified in the Notice of Construction Completion for Portion 1; and
 - (ii) Completion of each Portion other than Portion 1, the Principal must procure that each Follow-on Contractor provides Macquarie with such access to the Construction Site with respect to the relevant Portion as may be reasonably required by Macquarie in order to rectify any Minor Defects and Agreed Defects identified in the Notice of Completion for that Portion,

subject to Macquarie complying with:

 - (iii) the requirements of the applicable Project Cooperation and Integration Deeds; or
 - (iv) where Macquarie has not entered into a Project Cooperation and Integration Deed with the relevant Follow-on Contractor, the reasonable site access and work, health and safety procedures of that Follow-on Contractor.
- (b) Where Completion has been achieved with respect to a Portion that has been the subject of a notice under clause 18.1 but Macquarie still requires access to that Portion in order to continue Macquarie's Activities, the Principal must procure that Macquarie is provided with reasonable access to that Portion to the extent that Macquarie requires access to that Portion to enable Macquarie to continue Macquarie's Activities, however, the occupation and use of that Portion by the Principal or any of the Rail Contractors will not limit or affect the responsibilities, obligations or liabilities of Macquarie including the obligation of Macquarie to achieve Completion of each remaining Portion by the Dates for Completion for those Portions.

29.2 **Interface Management Services after Completion**

- (a) The Principal's Representative may give written notice to Macquarie at least 5 Business Days before Macquarie's estimated Last Date of Completion (which has been notified in accordance with clause 28.1(a)) that Interface Management Services must be carried out after Completion of that Portion.
- (b) If the Principal's Representative gives Macquarie a notice under clause 29.2(a):
 - (i) Macquarie must continue to carry out the Interface Management Services in accordance with clauses 10.9(a)(ii) and 10.9(a)(iii) until the date specified in a notice given by the Principal pursuant to clause 29.2(c); and
 - (ii) Macquarie is entitled to be paid for the Interface Management Services carried out by Macquarie between the Last Date of Completion and the date specified in the notice given by the Principal pursuant to clause 29.2(c) calculated in accordance with Schedule A6 and paid in accordance with clause 34.2.
- (c) At any time after issuing a notice under clause 29.2(a), the Principal's Representative may give further written notice to Macquarie that Macquarie is to cease performance of the Interface Management Services on the date specified in the further notice, which date must be at least 3 Business Days after the date on which Macquarie receives the further notice.
- (d) On Construction Completion of Portion 1 and in respect of any other Portion, Completion of that Portion, Macquarie must:
 - (i) hand control of the relevant Project Works (other than the Concourse Link Works) to the Principal; and
 - (ii) provide the Principal with all spare parts, consumables and special tools as required by the SWTC.

30. **DEFECTS RECTIFICATION**

30.1 **Defects**

- (a) Macquarie must promptly give the Principal's Representative, the Independent Certifier and, if required by the Principal's Representative, the Rail Contractors, a detailed written report of:
 - (i) any Defect it detects prior to expiry of the Defects Correction Period; and
 - (ii) all action proposed to correct that Defect, including the estimated time required.
- (b) Subject to clause 41.1(e) in relation to any Defect caused by an Excepted Risk and unless the Principal otherwise Directs under clause 30.2(a), Macquarie must correct all Defects arising prior to the expiry of the Defects Correction Period whether or not the Principal's Representative, the Independent Certifier or a Rail Contractor notifies Macquarie of them, including correcting any Defects in a Milestone or Portion which existed at the time of issue of the Notice of Milestone Achievement for that Milestone or Notice of Construction Completion or Notice of Completion for that Portion (including any Minor Defects and Agreed Defects listed in the Notice of Milestone Achievement, Notice of Construction Completion or Notice of Completion).

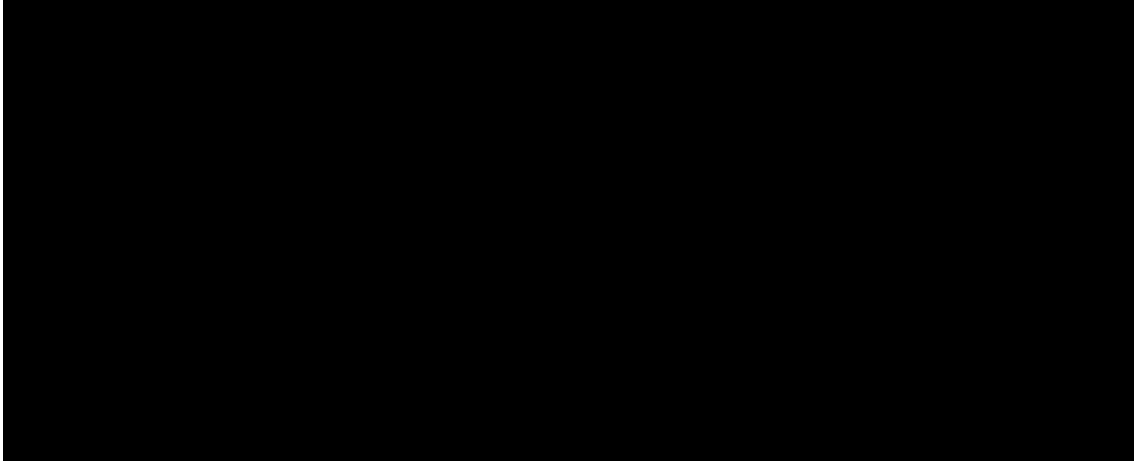
- (c) Without limiting any other obligation of Macquarie to correct Defects in a Portion, Macquarie must:
 - (i) comply with the Defects Management Plan;
 - (ii) correct all Mandatory Defects as a pre-condition to the achievement of Milestone Achievement of the relevant Milestone or Construction Completion and Completion of the relevant Portion;
 - (iii) use its best endeavours to correct all Minor Defects and Agreed Defects identified in a Notice of Milestone Achievement, Notice of Construction Completion or Notice of Completion within 30 days after the Date of Milestone Achievement, Date of Construction Completion or Date of Completion (as applicable) of the relevant Milestone or Portion; and
 - (iv) without limiting clause 30.1(c)(iii), ensure that all Minor Defects and Agreed Defects identified in:
 - (A) a Notice of Construction Completion for Portion 1 are corrected within 90 days after the Date of Construction Completion of Portion 1; or
 - (B) a Notice of Completion for any other Portion (other than Portion 1) are corrected within 90 days after the Date of Completion of the relevant Portion.

30.2 **Principal's Representative's Direction**

- (a) If prior to or during the applicable Defects Correction Period the Principal's Representative discovers or believes there is a Defect or is given notice of a Defect under clause 30.1(a), the Principal's Representative may, without prejudice to any other rights which the Principal may have under this deed or otherwise at Law, give Macquarie a Direction specifying the Defect and doing one or more of the following:
 - (i) requiring Macquarie to correct the Defect or a part of it and specifying the time within which this must occur;
 - (ii) requiring Macquarie to carry out a Variation to overcome the Defect or a part of it and specifying the time within which this must be carried out;
 - (iii) advising Macquarie that the Principal will accept the work or a part of it despite the Defect;
 - (iv) subject to clause 30.2(b), advising Macquarie that the Principal will direct a Rail Contractor to carry out a change or variation under its Rail Contract to overcome the Defect or a part of the Defect; or
 - (v) in respect of any Defect:
 - (A) to which clause 30.3(e) applies; or
 - (B) subject to clause 30.2(d), discovered during a Defects Correction Period,

advising Macquarie that a Rail Contractor will correct (or has corrected) the Defect, or any part of it.
- (b) The Principal may only give a direction referred to in clause 30.2(a)(iv) in respect of a Defect in the Project Works during the Defects Correction Period for those Project Works.

- (c) In determining the times at which Macquarie is required to correct a Defect or carry out a Variation for the purposes of this clause, the Principal's Representative is entitled to have regard to the need to minimise the interference and disruption to the activities which any Rail Contractor may be carrying out in discharge of its obligations under its relevant Rail Contract.



30.3 Correction of Defect or Change

- (a) If a Direction is given under clause 30.2(a)(i) or 30.2(a)(ii) at any time prior to the expiration of the Defects Correction Period applicable to the relevant part of the Project Works (whether before or after Construction Completion or Completion) Macquarie must correct the Defect (or the part of it) or carry out the Variation (as the case may be):
- (i) within the time specified in the Principal's Representative's Direction;
 - (ii) at times notified by the Principal's Representative;
 - (iii) in accordance with the requirements of any relevant Authority;
 - (iv) so as to minimise the impact on the use of the relevant part of the Project Works;
 - (v) in a manner which causes as little inconvenience as possible to:
 - (A) the activities which any Rail Contractor may be carrying out in discharge of its obligations under its relevant Rail Contract; or
 - (B) users of the Project Works, a Local Area, a Service or any access and the adjacent community;
 - (vi) subject to clause 30.3(d), at Macquarie's risk in respect of any restrictions on access;
 - (vii) if a Rail Contractor has taken possession of the relevant part of the Construction Site, in accordance with the reasonable requirements of the relevant Rail Contractor in relation to access and site safety;
 - (viii) in accordance with its obligations under the Project Cooperation and Integration Deed; and
 - (ix) regardless of the existence of a Dispute as to whether the Principal's Representative's notice is valid or whether the subject matter of the notice is a Defect;

- (b) If the Principal gives Macquarie a Direction under clause 30.2(a)(i) or if Macquarie must correct a Defect in accordance with clause 30.1(b), Macquarie will only be entitled to be reimbursed for the reasonable direct costs incurred by Macquarie in correcting the Defect to the extent that the Defect (or the part of it) is something for which Macquarie is not responsible having regard to clause 1.2(m); and
- (c) If the Principal gives Macquarie a Direction under clause 30.2(a)(ii), Macquarie will only be entitled to receive an extension of time (if relevant) and the Variation Costs of the Variation:
 - (i) if Macquarie has complied with clause 35; and
 - (ii) to the extent that the Defect (or the part of it) is something for which Macquarie is not responsible having regard to clause 1.2(m).
- (d) If Macquarie (acting reasonably) requires access to part of the Principal Construction Site after the Construction Licence in respect of that part of the Principal Construction Site has expired or terminated pursuant to clause 17.2(c)(ii) (including in order to rectify Defects and to perform any work excluded from Completion in Schedule A18 (if any)):
 - (i) the Principal will procure such access to the relevant part of the Principal Construction Site as Macquarie reasonably requires to correct the Defect (or the part of it) or to carry out the Variation (as the case may be); and
 - (ii) such access will be subject to Macquarie procuring from the D&C Contractor and providing to the Principal and if directed by the Principal, Macquarie must procure from the D&C Contractor and provide to the Principal, executed deeds poll substantially in the form of Schedule D3 in favour of the relevant principal contractors.
- (e) If Macquarie does not comply with clause 30.3(a):
 - (i) the Principal's Representative may, without prejudice to any other rights that the Principal may have against Macquarie with respect to the Defect under this deed or otherwise at Law:
 - (A) give Macquarie a Direction under clause 30.2(a)(iv) or clause 30.2(a)(v)(B); and
 - (B) to the extent that the Defect (or the part of it) is something for which Macquarie is responsible having regard to clause 1.2(m), have the correction or change or variation carried out at Macquarie's expense; and
 - (ii) the cost of the correction or change or variation suffered or incurred by the Principal arising out of taking the action contemplated in clause 30.3(e)(i) or as a result of Macquarie's failure to comply with clause 30.3(a) will be a debt due and payable from Macquarie to the Principal.

30.4 **Acceptance of work or rectification by others**

If a Direction is given under clause 30.2(a)(iii) or 30.2(a)(v)(B) prior to the expiration of the Defects Correction Period applicable to the relevant part of the Project Works, and Macquarie is responsible for the Defect (or the part of it) having regard to clause 1.2(m), the reasonable cost of correcting the Defect (or the part of it) will be a debt due and payable from Macquarie to the Principal.

30.5 Changes under other contracts to overcome Defects

If a Direction is given by the Principal's Representative under clause 30.2(a)(iv) and the Defect (or part of it) is something for which Macquarie is responsible having regard to clause 1.2(m):

- (a) Macquarie indemnifies the Principal from and against any Loss suffered or incurred by the Principal arising out of or in connection with the change or variation directed by the Principal under the relevant Rail Contract to the extent necessary to overcome the Defect (or the part of it); and
- (b) clause 30.4 will not apply with respect to the Defect the subject of that Direction.

30.6 Works

- (a) Subject to clause 30.6(b), the Works within a Portion (other than the Temporary Works) have:
 - (i) a Defects Correction Period which begins on:
 - (A) with respect to Portion 1, the Date of Construction Completion of that Portion; and
 - (B) with respect to any Portion other than Portion 1, the Date of Completion of that Portion,and ends on [REDACTED] and
 - (ii) in respect of any work the subject of a Direction under clause 30.2(a)(i) or 30.2(a)(ii) during the Defects Correction Period which is carried out on or after [REDACTED] a further Defects Correction Period which begins on the date of the correction of the Defect (or the part of it) or completion of the Variation and continues for [REDACTED]
- (b) No Defects Correction Period for the Works (or any part of them) within a Portion will extend beyond [REDACTED]

30.7 Local Area Works

- (a) Each discrete part of the Local Area Works has:
 - (i) a Defects Correction Period of [REDACTED] which begins when the relevant works are complete (being the date notified under clause 30.7(d)(i)); and
 - (ii) a further Defects Correction Period of 12 months in respect of any work the subject of a Direction under clause 30.2(a)(i) or 30.2(a)(ii) (relating to the discrete part of the Local Area Works) during the Defects Correction Period, which begins on the date of the correction of the Defect (or the part of it) or completion of the Variation,provided that no Defects Correction Period for any discrete part of the Local Area Works will extend beyond the date that is [REDACTED] after the date notified under clause 30.7(d)(i) as the date on which the relevant part of the Local Area Works were completed.
- (b) The completion of the Local Area Works will be assessed on an area by area basis either:
 - (i) in accordance with clauses 30.7(c) and 30.7(d); or

- (ii) any relevant specific completion requirements in the Third Party Agreements (if any).
- (c) When Macquarie considers that a discrete part of the Local Area Works is complete, it must notify the Principal's Representative and the Independent Certifier in writing and the Principal's Representative, the Independent Certifier, Macquarie's Representative and the representative of any relevant Authority must jointly inspect the relevant Local Area Works at a mutually convenient time.
- (d) Following the joint inspection under clause 30.7(c) and subject to clause 30.7(e), the Principal and Macquarie acknowledge that the Independent Certifier will determine whether the discrete part of the Local Area Works has been completed in accordance with this deed and the requirements of any relevant Third Party Agreement (if applicable) and will notify Macquarie and the Principal in writing and within 5 Business Days after the date of the inspection (or such longer period permitted under any relevant Third Party Agreement):
 - (i) if the discrete part is complete, of the date on which Macquarie has completed the discrete part of the Local Area Works in accordance with this deed, which subject to clause 30.7(f)(i), will be the relevant date for the purposes of clause 30.7(a)(i); or
 - (ii) if the discrete part is not complete, the items which remain to be completed (after which the procedure in clause 30.7(c) and this clause 30.7(d) will reapply).
- (e) Each discrete part of the Local Area Works will not be regarded as complete unless the Independent Certifier has:
 - (i) executed and provided to the Principal's Representative a certificate in the form of Schedule B18 with respect to the discrete part of the Local Area Works; and
 - (ii) provided any certificates required under any Third Party Agreements which relate to obligations in Schedule D4 with which Macquarie is required to comply, if any.
- (f) It is a condition precedent to:
 - (i) the commencement of the Defects Correction Period for a discrete part of the Local Area Works that Macquarie provide the Principal's Representative with:
 - (A) a written notice from each Authority with jurisdiction over the discrete part stating that the Authority is satisfied that the discrete part is complete;
 - (B) if Macquarie is unable to obtain a notice required under clause 30.7(f)(i)(A) despite having used its best endeavours to do so, a statement from Macquarie to the effect that:
 - (aa) the discrete part of the Local Area Works is complete and Macquarie has notified the relevant Authority of this matter; and
 - (bb) the relevant Authority has failed or refused to provide the written notice required under clause 30.7(f)(i)(A) despite being given 15 Business Days to provide the notice requested by Macquarie; and

- (C) any notices required under the Third Party Agreements required prior to the commencement of the Defects Correction Period of the Portion to which the Local Area Works relate; and
- (ii) Completion of each Portion other than Portion 1, that the written notices or statements required under clause 30.7(f)(i) have been provided to the Principal's Representative for all discrete parts of the Local Area Works that form part of that Portion.

30.8 Service Works

- (a) Each discrete part of the Service Works has:
 - (i) a Defects Correction Period of [REDACTED] which begins when:
 - (A) the relevant Authority which has jurisdiction in respect of the Service gives written notice that the work is complete; or
 - (B) if Macquarie is unable to obtain a notice required under clause 30.8(a)(i)(A) despite having used its best endeavours to do so, a written statement from Macquarie to the effect that:
 - (aa) the discrete part of the Service Works is complete and Macquarie has notified the relevant Authority of this matter; and
 - (bb) the relevant Authority has failed or refused to provide the written notice required under 30.8(a)(i)(A) despite being given 15 Business Days to provide the notice requested by Macquarie,

and the Principal's Representative has been provided with a copy of the notice or statement; and
 - (ii) a further Defects Correction Period of [REDACTED] in respect of any work the subject of a Direction under clause 30.2(a)(i) or 30.2(a)(ii) (relating to the discrete part of the Service Works) during the Defects Correction Period, which begins:
 - (A) when the relevant Authority gives written notice that the Defect (or the part of it) has been corrected or the Variation completed and the Principal's Representative has been provided with a copy of the notice; or
 - (B) if the relevant Authority fails or refuses to give the notice required under clause 30.8(a)(ii)(A), when the Principal's Representative determines that the Defect (or the part of it) has been corrected or the Variation completed,

provided that no Defects Correction Period for any discrete part of the Service Works will extend beyond the date that is [REDACTED] after the date of the applicable notice or statement given under clause 30.8(a)(i).

- (b) It is a condition precedent to Construction Completion of Portion 1, and Completion of each Portion other than Portion 1, that:
 - (i) a written notice of the kind referred to in clause 30.8(a)(i)(A) has been given for each discrete part of the Service Works that form part of that

Portion and the Principal's Representative has been provided with a copy of each such notice; or

- (ii) Macquarie has:
 - (A) used best endeavours to obtain and provide the Principal's Representative with a written notice of the kind referred to in clause 30.8(a)(i)(A); and
 - (B) provided the Principal's Representative with a written statement of the kind referred to in clause 30.8(a)(i)(B).

30.9 **Property Works**

- (a) Subject to clause 30.9(b), each discrete part of the Property Works has:
 - (i) a Defects Correction Period of [REDACTED] which begins upon:
 - (A) the completion of the Property Works; or
 - (B) submission by Macquarie of a certificate or signed statement (as the case may be) to the Principal's Representative under clause 17.7(a)(ii),whichever is the later; and
 - (ii) a further Defects Correction Period of [REDACTED] in respect of any work the subject of a direction under clause 30.2(a)(i) or 30.2(a)(ii) (relating to the discrete part of the Property Works) during the Defects Correction Period, which begins on the date of correction of the Defect (or the part of it) or completion of the Variation.
- (b) No Defects Correction Period for any discrete part of the Property Works will extend beyond the date that is [REDACTED] after the date of the applicable certificate or signed statement given under clause 17.7(a)(ii).

30.10 **Rights not affected**

Neither the Principal's rights, nor Macquarie's liability, whether under this deed or otherwise according to Law in respect of Defects, whether before or after the expiration of any relevant Defects Correction Period, will be in any way affected or limited by:

- (a) the rights conferred upon the Principal or the Principal's Representative by this clause 30 or any other provision of a Project Document;
- (b) the exercise of, or the failure by the Principal or the Principal's Representative to exercise, any such rights; or
- (c) any Direction of the Principal's Representative under clause 30.2.

30.11 **Warranties by others**

- (a) Macquarie must, as a condition precedent to Completion of the last Portion to achieve Completion, procure and provide each of the Principal and the Operator with all warranties required by Schedule A10, from the relevant Subcontractors undertaking or supplying the work or items the subject of the warranty. Each warranty must be in favour of the Principal and the relevant beneficiaries identified in Schedule A10 and on the terms of the deed in Schedule A11.

- (b) The provision of those warranties will not derogate from any rights which the Principal may have against Macquarie in respect of the subject matter of those warranties.

30.12 Use of defective facilities

Macquarie must not allow the use of any part of the Project Works or Temporary Works which Macquarie knows is defective or unsafe and which threatens the health or safety of people.

30.13 Final inspections of Project Works (other than Third Party Works)

- (a) Macquarie, the Principal's Representative and the Operator will carry out a final inspection of the Project Works (other than the Third Party Works) 6 months before the end of the Defects Correction Period referred to in clause 30.6(a)(i)(B) (**Final Inspection**).
- (b) Clause 5 of the Follow-on Contractor Cooperation and Integration Deed entered into between the Principal, the Operator, Macquarie and the D&C Contractor will apply in relation to the Final Inspection.

30.14 Final inspections of Third Party Works

- (a) Macquarie, the Principal's Representative, and applicable Authorities will carry out a final inspection of the Third Party Works 3 months before the end of the Defects Correction Period for the relevant Third Party Works (or at such other time specified in any relevant Third Party Agreement) (**Final Third Party Works Inspection**).
- (b) If the Principal's Representative, or the applicable Authority identifies any Defects during the Final Third Party Works Inspection, the Principal may give a notice under clause 30.2 with respect to that Defect.

31. SUBDIVISION

31.1 Subdivision requirements

- (a) Subject to clause 31.1(b), the Principal and Macquarie acknowledge and agree that:
 - (i) Macquarie must, on or before the Date of Completion in respect of the last Portion to achieve Completion, procure the Subdivision of the Subdivision Land in accordance with the Subdivision Documents, as more particularly set out in this clause 31;
 - (ii) Macquarie will cause the Subdivision Documents for the Subdivision Plan to be prepared in accordance with:
 - (A) the Project Planning Approval;
 - (B) the Stage 2 Consent;
 - (C) a Variation Order issued by the Principal pursuant to clause 35 (excluding clause 35.13 unless the Principal and Macquarie agree or a determination is made under clause 52) or clause 26 of the OSD PDA (excluding clause 26.11 unless the Principal and Macquarie agree or a determination is made under clause 40 of the OSD PDA or clause 52 of this deed);

- (D) a Variation proposed by Macquarie and approved by the Principal pursuant to clause 36;
 - (E) a Variation proposed by Macquarie and not objected to by the Principal pursuant to clause 27 of the OSD PDA;
 - (F) the Subdivision Proposal approved under this clause 31; and
 - (G) the Subdivision Principles;
- (iii) the Draft Subdivision Plan represents the parties' intentions at the Commencement Date for the proposed Subdivision of the Subdivision Land, to the extent that relevant information was available to the parties as at the Commencement Date and subject to the Subdivision Principles;
 - (iv) the Draft Subdivision Plan shows the approximate intended boundaries of the various elements of the Subdivision Land referable to the Project Works (other than the Third Party Works) and the OSD Works, including the following:
 - (A) Martin Place Metro Station Lot;
 - (B) Retail Lot North;
 - (C) Retail Lot South;
 - (D) North Tower Lot;
 - (E) South Tower Lot;
 - (F) 50 Martin Place Ancillary Amenities Lot; and
 - (G) the Concourse Link Easement,
 subject to the Subdivision Principles;
 - (v) the Draft Section 88B Instrument contains the easements and their draft terms that will need to be created in conjunction with the Subdivision of the Subdivision Land and represents the agreement of the Principal and Macquarie at the Commencement Date to those easements and their draft terms, to the extent that relevant information was available to the parties as at the Commencement Date and subject to the Subdivision Principles;
 - (vi) the Draft BMS represents the parties' negotiated and agreed terms and position at the Commencement Date, to the extent that relevant information was available to the parties as at the Commencement Date and subject to the Subdivision Principles;
 - (vii) the Draft Subdivision Plan, the Draft Section 88B Instrument and the Draft BMS may require amendment up to the date of lodgement for registration at the LRS, such amendment to be made in accordance with the provisions set out in this clause 31; and
 - (viii) if there is a Residual Lot created with the approval of the Principal, it will remain in the ownership of the Principal or such other person or entity nominated by the Principal.
- (b) If clause 31.8 applies, the Principal and Macquarie acknowledge and agree that:

- (i) on or before the Date of Completion in respect of the last Portion to achieve Completion, Macquarie must procure the Subdivision of the Subdivision Land in accordance with the Stage 1 Subdivision Documents, as more particularly set out in clause 31.8;
- (ii) Macquarie will cause the Stage 1 Subdivision Documents to be prepared in accordance with the Project Planning Approval, the Stage 1 Subdivision Proposal approved under clause 31.8 and the Subdivision Principles;
- (iii) the Residual Stage 1 Lot (if any) will remain in the ownership of the Principal unless otherwise agreed between the parties; and
- (iv) Macquarie must procure the Subdivision of the Residual Stage 1 Lot to create the Development Lots as soon as practicable and in accordance with clause 31.8(l).

31.2 Amendments to draft Subdivision Documents

- (a) After the Commencement Date, either the Principal or Macquarie may propose amendments to any or all of:
 - (i) the Draft Subdivision Plan;
 - (ii) the Draft Section 88B Instrument; or
 - (iii) the Draft BMS,
 as more specifically set out in this clause 31.2.
- (b) If the Principal or Macquarie proposes an amendment to a draft Subdivision Document as contemplated by clause 31.2(a), then the party proposing the amendment (**Proposing Party**) must notify the other party (**Proposal Recipient**) in writing of the proposed amendments (including a copy of the proposed amended draft Subdivision Document and reasonable details of the reasons for the Proposing Party's request for the amendments) as soon as practicable. Within 20 Business Days after receiving the proposed amendments, the Proposal Recipient may request further information from the Proposing Party in order for the Proposal Recipient to consider its position in respect of the amendments proposed by the Proposing Party under clause 31.2(d) and clause 31.2(f).
- (c) Subject to clause 31.2(d), within 20 Business Days after receipt of a notice under clause 31.2(b) or clause 31.2(i)(i) (as applicable), the Principal and Macquarie must:
 - (i) meet to discuss the proposed amendments; and
 - (ii) use reasonable endeavours to negotiate in good faith to reach a mutually acceptable position in relation to the proposed amendments to the draft Subdivision Document.
- (d) Within 10 Business Days after the Principal and Macquarie meet, the Proposal Recipient (acting reasonably), must notify the Proposing Party in writing that it either:
 - (i) agrees to all or part of the Proposing Party's proposed amendments to the draft Subdivision Document;
 - (ii) withholds its consent (in accordance with clause 31.2(f)(i) or clause 31.2(f)(ii) (as applicable)) to all or part of the Proposing Party's

proposed amendments to the draft Subdivision Document and provide the grounds on which it is withholding such consent and, where reasonably possible, provide comments and recommendations in respect of amendment of the draft Subdivision Document; or

- (iii) proposes that the parties reconsider the proposed amendment as part of the Subdivision Proposal under clause 31.3.
- (e) Despite clause 31.2(c), the Principal and Macquarie are not required to meet if, within 20 Business Days after receipt of a notice under clause 31.2(b) or clause 31.2(i)(i) (as applicable), the Proposal Recipient confirms in writing to the Proposing Party that the Proposal Recipient agrees to the amendments proposed by the Proposing Party, in which case clause 31.2(g) applies.
- (f) Subject to clause 31.2(g), in relation to a proposed amendment to a draft Subdivision Document:
 - (i) if the Proposal Recipient is the Principal, the Principal may only withhold its consent to Macquarie's proposed amendment to the draft Subdivision Document if the proposed amendment:
 - (A) is not consistent with the Subdivision Principles, the OSD Design Parameters, the Design Stage 3 Design Documentation or the Updated Stage 2 DA Design Docs;
 - (B) would or is likely to give rise to a Metro Impact;
 - (C) in respect of the Draft Section 88B Instrument, would or is likely to adversely affect the financial implications or rights or obligations of the Principal or a Public Transport Agency under or in connection with the Draft Section 88B Instrument or as contemplated under clause 19.1(d); or
 - (D) in respect of the Draft BMS, will or is likely to adversely affect the risk or cost allocation borne by the Principal as represented in the Draft BMS; and
 - (ii) if the Proposal Recipient is Macquarie, Macquarie may withhold its consent to the Principal's proposed amendment to a draft Subdivision Document if the proposed amendment would:
 - (A) in respect of the Draft Section 88B Instrument, adversely affect the financial implications or obligations of the Lot Owners (other than the Principal) under or in connection with the Draft Section 88B Instrument;
 - (B) in respect of the Draft BMS, adversely affect the risk or cost allocation as between Lot Owners represented in the Draft BMS;
 - (C) in Macquarie's opinion (acting reasonably) have a material adverse effect on Macquarie's ability to undertake the Works and the OSD Works; or
 - (D) in Macquarie's opinion (acting reasonably) have a material adverse effect on the value or projected value of the Retail Lot, the 50 Martin Place Ancillary Amenities Lot, the North Tower Lot or the South Tower Lot.
- (g) If a Subdivision Document is required to be amended as a result of:

- (i) a Variation Order issued by the Principal pursuant to clause 35 (excluding clause 35.13 unless the Principal and Macquarie agree or a determination is made under clause 52) or clause 26 of the OSD PDA (excluding clause 26.11 unless the Principal and Macquarie agree or a determination is made under clause 40 of the OSD PDA or clause 52 of this deed);
- (ii) a Variation proposed by Macquarie and approved by the Principal pursuant to clause 36; or
- (iii) a Variation proposed by Macquarie and not objected to by the Principal pursuant to clause 27 of the OSD PDA,

then, provided the proposed amendment to the Subdivision Document is consistent with such Variation, neither party may withhold their consent to the proposed amendment.

- (h) If the Principal and Macquarie agree to amend a draft Subdivision Document under this clause 31.2 (whether under clause 31.2(d), clause 31.2(e) or otherwise), then from the date that that agreement is reached:

- (i) the Draft Subdivision Plan is deemed to be updated so as to include the agreed amendments;
- (ii) the Draft Section 88B Instrument is deemed to be updated so as to include the agreed amendments; or
- (iii) the Draft BMS is deemed to be updated so as to include the agreed amendments,

as applicable.

- (i) If the Proposal Recipient withholds its consent to the proposed amendment to the draft Subdivision Document in accordance with clause 31.2(f)(i) or clause 31.2(f)(ii) (as applicable), the Proposing Party may either:

- (i) amend the draft Subdivision Document to take into account the comments and recommendations of the Proposal Recipient and then, by notice to the Proposal Recipient, resubmit the amended draft Subdivision Document for review by the Proposal Recipient under this clause 31.2, and the provisions of clauses 31.2(c) to 31.2(f) (inclusive) will reapply (as applicable);

- (ii) withdraw its request for the proposed amendments; or

- (iii) serve a Notice of Issue under clause 52.3(a) if the Proposing Party does not agree with the grounds on which the Proposal Recipient withheld its consent.

- (j) If, pursuant to clause 31.2(d)(iii), the Proposal Recipient requests that the proposed amendments to the draft Subdivision Documents be considered as part of the Subdivision Proposal under clause 31.3, then Macquarie must prepare the Subdivision Proposal for the Principal's consideration under clause 31.3 with the proposed amendments included and highlighted for the Principal's consideration in accordance the provisions of clause 31.3.

31.3 Subdivision Proposal

- (a) Macquarie must, by the date which is at least 9 months before the Date for Completion (or such other date as agreed between the parties), provide to the Principal a Subdivision Proposal.

- (b) Macquarie must consult and co-operate with the Principal in good faith to develop the Subdivision Proposal and submit it to the Principal in a timely manner.
- (c) Within 20 Business Days after the date on which Macquarie submits the Subdivision Proposal to the Principal under clause 31.3(a), the Principal must by notice to Macquarie either:
 - (i) approve the Subdivision Proposal; or
 - (ii) reject the Subdivision Proposal and provide reasons for such rejection and any amendments required to the Subdivision Proposal.
- (d) The Principal must act reasonably in approving or rejecting the Subdivision Proposal and is only entitled to reject an aspect of the Subdivision Proposal to the extent that such aspect of the Subdivision Proposal:
 - (i) is not consistent with the Subdivision Principles, the Design Stage 3 Design Documentation, the Updated Stage 2 DA Design Docs or the Subdivision Documents in the form required under clause 31.4 or the OSD Design Parameters;
 - (ii) would or is likely to give rise to a Metro Impact;
 - (iii) in respect of the Draft Section 88B Instrument, would or is likely to adversely affect the financial implications or obligations of the Principal or a Public Transport Agency under or in connection with the Draft Section 88B Instrument; or
 - (iv) in respect of the Draft BMS, will or is likely to adversely affect the risk or cost allocation borne by the Principal as represented in the Draft BMS,
 and if the Principal rejects any aspect of the Subdivision Proposal, the Principal:
 - (v) must provide detailed reasons in writing for that rejection; and
 - (vi) may provide detailed proposed amendments to the Subdivision Proposal to overcome the reasons for that rejection.
- (e) For the purposes of clause 31.3(d)(i), if there is any ambiguity between the Subdivision Principles, the Design Stage 3 Design Documentation, the Updated Stage 2 DA Design Docs, Subdivision Documents or the OSD Design Parameters, the documents will be given precedence in accordance with the following:
 - (i) Subdivision Principles;
 - (ii) OSD Design Parameters;
 - (iii) Design Stage 3 Design Documentation;
 - (iv) Updated Stage 2 DA Design Docs;
 - (v) Draft Subdivision Plan; and
 - (vi) Subdivision Documents (other than the Draft Subdivision Plan).
- (f) If the Principal rejects the Subdivision Proposal in accordance with clause 31.3(d), then unless Macquarie refers the matter to dispute resolution under clause 52, Macquarie must amend the Subdivision Proposal to take into account the amendments required by the Principal, acting reasonably, and resubmit the

Subdivision Proposal to the Principal, in which case, clauses 31.3(b) to 31.3(d) (inclusive) will again apply to that re-submitted Subdivision Proposal.

- (g) If the Principal approves the Subdivision Proposal, Macquarie must, as soon as practicable, lodge the Subdivision Plan and associated Subdivision Documents approved as part of the Subdivision Proposal with the LRS for registration. Macquarie must also lodge with the LRS the original certificate of title for the Macquarie Land. Within 5 Business Days after approving the Subdivision Proposal, the Principal must produce at the LRS the certificates of title for the Principal's Land to enable Macquarie to lodge and register the Subdivision Plan and the associated Subdivision Documents.
- (h) Macquarie may alter the draft Subdivision Documents prior to submission of those documents to the Principal under clause 31.3(a) to the extent necessary to comply with any Law, the requirements of any Authority or the requirements of the LRS.
- (i) After the Principal has approved the Subdivision Proposal, Macquarie may alter the Subdivision Documents prior to submission of those documents to the LRS for registration, but only to the extent necessary to comply with any Law, the requirements of any Authority or the requirements of the LRS.
- (j) If requested to do so by the Principal, Macquarie must, as soon as reasonably practicable:
 - (i) meet with the Principal to discuss the Subdivision Proposal;
 - (ii) make available the Surveyor for the purpose of such discussion; and
 - (iii) do all things reasonably requested by the Principal, including providing additional information, to assist in the review of the Subdivision Proposal by the Principal.
- (k) Macquarie acknowledges that the 20 Business Day period under clause 31.3(c) does not commence until such time as Macquarie has provided the Principal with a full and complete copy of all documents forming part of the Subdivision Proposal.

31.4 Preparation of Subdivision Documents for the Subdivision Proposal

- (a) In preparing the Subdivision Documents for a Subdivision Proposal, Macquarie must address the following matters:
 - (i) the creation of all Encumbrances required by the Principal acting reasonably having regard to the operation of clause 19 of this deed and clause 14 of the OSD PDA and that comprehensive Encumbrances, including easements for support, services and access, may be required between the various lots created by the Subdivision and may not be included in the Draft Section 88B Instrument; and
 - (ii) without limiting clause 31.4(a)(iv) any matters set out in the Subdivision Principles;
 - (iii) the Building Management Statement must form part of the Subdivision Proposal;
 - (iv) the sharing of costs and responsibilities for Shared Facilities not included in the Draft BMS between the Lot Owners having regard to paragraph 3.4 of the Subdivision Principles; and
 - (v) any other matters required by the Principal (acting reasonably).

- (b) Macquarie must:
 - (i) appoint a Surveyor to prepare the Subdivision Documents;
 - (ii) appoint the Surveyor within 20 Business Days after the Commencement Date; and
 - (iii) obtain the prior written consent of the Principal (acting reasonably) to:
 - (A) the appointment of the Surveyor under clause 31.4(b)(ii); and
 - (B) any replacement of the Surveyor from time to time.

31.5 Determination of Shared Facilities and shared costs

If, within 40 Business Days after the submission in clause 31.3(a) is made by Macquarie to the Principal, the parties cannot reach agreement in relation to the matters referred to in clause 31.4(a)(iv), Macquarie may, at its Cost, appoint an independent expert (being an expert approved by the Principal (acting reasonably)) to determine the above matters, such determination to be made within 20 Business Days after the appointment of the independent expert. The determination of the expert will be binding on Macquarie and the Principal, except where such determination was made fraudulently or contains a manifest error.

31.6 Minor adjustments by the Principal to boundaries

- (a) The Principal may, at any time, request minor adjustments to the cadastral boundaries between the Martin Place Metro Station Lot, the Retail Lots and the Development Lots, as applicable, to reflect the location and position of the as-built structures of the development carried out under this deed and the OSD PDA in those lots (consistent with the principles set out in paragraphs 1.2(a) and 1.2(c) of the Subdivision Principles).
- (b) If the Principal notifies Macquarie of any adjustments the Principal wishes to make pursuant to clause 31.6(a), Macquarie must do all things necessary to facilitate such minor adjustments being made, including procuring the execution of any necessary documents (and procuring that each of its Financiers (if any) sign any necessary documents) and procuring the production of the title to the Development Lots at the LRS for such purpose.
- (c) Macquarie acknowledges and agrees that:
 - (i) no compensation or consideration is payable by the Principal in respect of such minor adjustments to the boundaries; and
 - (ii) each Project Document and the Building Management Statement must, where applicable, include a clause equivalent to this clause 31.6, and Macquarie must procure that each of its Financiers (if any) consents to and complies with this clause 31.6.
- (d) This clause does not lapse at the expiry of completion of the OSD Works, but does cease to be of any force or effect after the first anniversary of the OSD Date of Completion.

31.7 Macquarie bound by Encumbrances

Macquarie acknowledges and agrees that:

- (a) it is bound, or will be bound on registration of all Encumbrances to be created under clause 31.4 (except those which relate to public access which do not bind Macquarie until the Date of Completion in respect of the last Portion to achieve Completion); and
- (b) any lease, licence or other right of occupation granted by Macquarie in respect of the Retail Lots and/or the Development Lots must contain an acknowledgment from any tenant, licensee or occupier that it is bound by the terms of those Encumbrances even if they are registered after the Commencement Date or after the date Macquarie enters into its arrangements with the relevant tenant, licensee or occupier.

31.8 Two stage subdivision

- (a) The parties agree that if:
 - (i) the OSD Works are not sufficiently advanced to achieve accurate boundary definitions of the Development Lots; or
 - (ii) the OSD Developer has not procured the relevant Approval to Subdivide the Subdivision Land to create the Development Lots,

by the date which is 9 months before the Date for Completion, then Macquarie must create the Martin Place Metro Station Lot, the Retail Lots and the Residual Stage 1 Lot by Subdivision (**Stage 1 Subdivision**) and provide to the Principal a Subdivision proposal (**Stage 1 Subdivision Proposal**) which must:

- (iii) outline and provide reasonable details of the stratum lots which will comprise the Martin Place Metro Station Lot, the Retail Lots and the Residual Stage 1 Lot; and
- (iv) attach:
 - (A) the Draft Subdivision Plan which creates the Martin Place Station Lot, the Retail Lots, the 50 Martin Place Ancillary Amenities Lot and the Residual Stage 1 Lot (**Draft Stage 1 Subdivision Plan**);
 - (B) a s88B instrument which includes, in the opinion of the Principal, all easements required to operate and maintain Sydney Metro City & Southwest or are required by an Authority;
 - (C) the Concourse Link Easement;
 - (D) a Building Management Statement; and
 - (E) a certificate from the Surveyor addressed to the Principal confirming that the above documents accord with the Project Planning Approval, the Subdivision Principles and as much as reasonably practicable, the draft Subdivision Documents,

(the **Stage 1 Subdivision Documents**).
- (b) Macquarie must consult and co-operate with the Principal in good faith to develop the Subdivision Proposal and submit it to the Principal in a timely manner.

- (c) Within 20 Business Days after the date on which Macquarie submits the Stage 1 Subdivision Proposal to the Principal under clause 31.8(a), the Principal must by notice to Macquarie either:
- (i) approve the Stage 1 Subdivision Proposal; or
 - (ii) reject the Stage 1 Subdivision Proposal and provide reasons for such rejection and any amendments required to the Stage 1 Subdivision Proposal.
- (d) The Principal must act reasonably in approving or rejecting the Stage 1 Subdivision Proposal and is only entitled to reject an aspect of the Stage 1 Subdivision Proposal to the extent that an aspect of the Stage 1 Subdivision Proposal:
- (i) is not consistent with the Subdivision Principles (where applicable), the Design Stage 3 Design Documentation, the Draft Subdivision Plan (where such plan refers to the Martin Place Metro Station Lot or the Retail Lots), the Draft Section 88B Instrument (where such instrument refers to the Concourse Link Easement), the Draft BMS or Updated Stage 2 DA Design Docs; or
 - (ii) would or is likely to give rise to a Metro Impact,
- and if the Principal rejects any aspect of the Stage 1 Subdivision Proposal, the Principal:
- (iii) must provide detailed reasons in writing for that rejection; and
 - (iv) may provide detailed proposed amendments to the Stage 1 Subdivision Proposal to overcome the reasons for that rejection.
- (e) For the purposes of clause 31.8(d)(i), if there is any ambiguity between the Subdivision Principles, the Design Stage 3 Design Documentation, Draft Subdivision Plan (where such plan refers to the Martin Place Metro Station Lot or the Retail Lots), Draft Section 88B Instrument, the Draft BMS and the Updated Stage 2 DA Design Docs, the documents will be given precedence in accordance with the following:
- (i) Subdivision Principles;
 - (ii) OSD Design Parameters;
 - (iii) Design Stage 3 Design Documentation;
 - (iv) Updated Stage 2 DA Design Docs;
 - (v) Draft Subdivision Plan; and
 - (vi) Subdivision Documents (other than the Draft Subdivision Plan).
- (f) If the Principal rejects the Stage 1 Subdivision Proposal in accordance with clause 31.8(d), then unless Macquarie refers the matter to dispute resolution under clause 52, Macquarie must amend the Stage 1 Subdivision Proposal to take into account the amendments required by the Principal, acting reasonably, and resubmit the Stage 1 Subdivision Proposal to the Principal, in which case, clauses 31.8(b) to 31.8(d) (inclusive) will apply to that re-submitted Stage 1 Subdivision Proposal.
- (g) If the Principal approves the Stage 1 Subdivision Proposal, Macquarie must, as soon as reasonably practicable, lodge the Stage 1 Subdivision Documents approved

as part of the Stage 1 Subdivision Proposal with the LRS for registration. Within 5 Business Days after approving the Stage 1 Subdivision Proposal, the Principal must produce at the LRS the certificates of title for the Subdivision Land to enable Macquarie to lodge and register those documents.

- (h) Macquarie may alter the Draft Stage 1 Subdivision Plan and associated draft Stage 1 Subdivision Documents prior to submission of those documents to the Principal under clause 31.8(a) to the extent necessary to comply with any Law, the requirements of any Authority or the requirements of the LRS.
- (i) After the Principal has approved the Stage 1 Subdivision Proposal, Macquarie may alter the Subdivision Plan and associated Stage 1 Subdivision Documents prior to submission of those documents to the LRS for registration, but only to the extent necessary to comply with any Law, the requirements of any Authority or the requirements of the LRS.
- (j) If requested to do so by the Principal, Macquarie must, as soon as reasonably practicable:
 - (i) meet with the Principal to discuss the Stage 1 Subdivision Proposal;
 - (ii) make available the Surveyor for the purpose of such discussion; and
 - (iii) do all things reasonably requested by the Principal to assist in the review of the Stage 1 Subdivision Proposal by the Principal.
- (k) Macquarie acknowledges that the 20 Business Day period under clause 31.8(c) does not commence until such time as Macquarie has provided the Principal with a full and complete copy of all documents forming part of the Stage 1 Subdivision Proposal.
- (l) In respect of the subsequent creation of the Development Lots by the preparation and registration of a further plan of subdivision, Macquarie must achieve the creation of the Development Lots as soon as is practicable in the circumstances and in accordance with the principles and processes set out in clauses 31.3 and 31.4 (to the extent relevant and applicable, noting that any reference to a Subdivision Document in those clauses will be deemed to be a reference to an amendment or replacement form of a registered Stage 1 Subdivision Document as necessary to make those documents consistent with the Subdivision Documents) (**Stage 2 Subdivision**).
- (m) For the avoidance of doubt, the parties acknowledge and agree that if Macquarie carries out a two stage subdivision in accordance with this clause 31.8, Macquarie will not be relieved of its obligation to procure Subdivision in accordance with the Subdivision Documents, and the parties intend that Stage 1 Subdivision and Stage 2 Subdivision will, when taken together, achieve the same result as a Subdivision carried out in accordance clauses 31.3 and 31.4.

31.9 Licence to use Loading Dock

- (a) If, for whatever reason, Macquarie is unable to create the Development Lots by the Date of Completion, then, for the period commencing on the Date of Completion and expiring on the date of registration of an easement in respect of the Loading Dock substantially in the form of the easement for Loading Dock as set out in the Draft Section 88B Instrument attached to this deed, Macquarie grants a licence or must procure the grant of a licence in favour of the Principal and its Associates to access and use the Loading Dock on the same terms and conditions as set out in the Draft Section 88B Instrument attached to this deed.

- (b) If the Principal or its Associates access or use the Loading Dock pursuant to a licence granted under clause 31.9(a), the Principal or its Associates (as applicable) must comply with the reasonable site access and work health safety and procedures of the Appointed Principal Contractor.

31.10 Notice of creation of Development Lots

Macquarie must, within 2 Business Days after it becomes aware that the Development Lots have been created by way of registration of the Subdivision Documents, or if clause 31.8 applies, the Stage 1 Subdivision Documents, notify the Principal in writing of such registration.

31.11 Transfer of substratum land from the Principal to Macquarie Bank Limited

- (a) Subject to the provisions of clause 31.11(b)(i) having been complied with, on the same date that the Principal transfers to Macquarie Bank Limited the freehold title to the North Tower Lot (pursuant to the Call Option Deed (North Tower Lot) as that term is defined in the OSD PDA), the Principal must transfer to Macquarie Bank Limited the freehold title of:

- (i) the 50 Martin Place Ancillary Amenities Lot; and
- (ii) each other parcel of land that is situated below the Macquarie Land that:
 - (A) is within the volumetric area below the Macquarie Land, but only to the extent that the volumetric area falls within boundaries of the Macquarie Land as if those boundaries were extended downwards;
 - (B) does not fall within the Martin Place Metro Station Lot; and
 - (C) is owned by the Principal,

(together, the **Principal Transfer Land**) on the same terms and conditions as the Development Lot Sale Contract (as defined in the OSD PDA) (other than clauses 47, 48 and 49) for a purchase price of [REDACTED] (exclusive of GST).

- (b) Macquarie and the Principal will comply with the following process in respect of the transfer of land under clause 31.11(a):
 - (i) Macquarie will prepare and register a plan of subdivision to create the land identified in clause 31.11(a)(ii) (if required);
 - (ii) when the parties reasonably expect that the transfer of the freehold title to the North Tower Lot from the Principal to Macquarie Bank Limited will occur, the Principal will prepare two execution versions of the sale contract for the Principal Transfer Land by completing the details of the sale contract where required and attaching relevant title documents and other statutory documents;
 - (iii) the Principal and Macquarie will then each procure execution of a counterpart of the sale contract as soon as is practicable in the circumstances;
 - (iv) the Principal and Macquarie Bank Limited will then simultaneously exchange and complete the sale contract for the Principal Transfer Land; and
 - (v) Macquarie will attend to the stamping of the sale contract and transfer for the Principal Transfer Land.

- (c) Macquarie must not lodge, and must ensure that Macquarie Bank Limited does not lodge, a caveat on the title to the Principal Transfer Land in respect of the interest of Macquarie Bank Limited under this clause 31.11(c).
- (d) The obligations of Macquarie and the Principal under this deed continue and the terms of this deed do not merge on completion of the sale contract referred to in this clause 31.11(d).

31.12 Transfer of substratum land from Macquarie Bank Limited to the Principal

- (a) At or as soon as practicable after registration of the Subdivision Plan under clause 31.3, Macquarie must procure that Macquarie Bank Limited transfers to the Principal the freehold title of the land comprising:
 - (i) the Relevant Land; less
 - (ii) any land contained within Lot 2 in the Subdivision Plan registered pursuant to clause 31.3,

(together, the **MBL Transfer Land**) on the same terms and conditions as the contract for sale in relation to 9-19 Elizabeth Street, Sydney that the Principal and Macquarie Bank Limited entered into on or before the Commencement Date, for a purchase price of [REDACTED] (exclusive of GST).
- (b) As soon as practicable after registration of the Subdivision Plan under clause 31.3, Macquarie and the Principal will comply with the following process in respect of the transfer of land under clause 31.12(a) (and the Principal agrees that Macquarie will be deemed to have complied with its obligations in the paragraphs below if those obligations are performed by Macquarie Bank Limited):
 - (i) Macquarie will prepare two execution versions of the sale contract for the MBL Transfer Land by completing the details of the sale contract where required and attaching relevant title documents and other statutory documents;
 - (ii) the Principal and Macquarie will then each procure execution of a counterpart of the sale contract as soon as is practicable in the circumstances;
 - (iii) the Principal and Macquarie Bank Limited will then simultaneously exchange and complete the sale contract for the MBL Transfer Land; and
 - (iv) the Principal will attend to the stamping of the sale contract and transfer for the MBL Transfer Land.
- (c) If, for whatever reason, Macquarie is unable to procure the transfer of the MBL Transfer Land to the Principal by the Date of Completion, then, for the period commencing on the Date of Completion and expiring on the date of transfer of the MBL Transfer Land to the Principal, Macquarie must procure that Macquarie Bank Limited grants a licence in favour of the Principal to permit the Principal and its Associates to access the MBL Transfer Land and do all things on and in respect of the MBL Transfer Land as if the Principal were the freehold owner of that land, provided that such access and use is undertaken in accordance with any relevant obligations of the Principal under this deed. Macquarie acknowledges and agrees that:
 - (i) the Principal may, at any time after the Date of Completion, acquire the MBL Transfer Land by compulsory process if Macquarie will be unable to procure the transfer of the MBL Transfer Land to the Principal;

- (ii) Macquarie will procure that Macquarie Bank Limited agrees that the compensation payable in respect of the acquisition of the interest in land referred to in clause 31.12(c)(i) will be [REDACTED] (exclusive of GST); and
- (iii) despite clause 31.12(c)(ii), if there is any compensation payable by the Principal to Macquarie Bank Limited in respect of the acquisition, Macquarie will reimburse the Principal the amount of such compensation.
- (d) The Principal must not lodge a caveat on the title to the MBL Transfer Land in respect of the interest of the Principal under this clause 31.12.
- (e) The obligations of Macquarie and the Principal under this deed continue and the terms of this deed do not merge on completion of the sale contract referred to in this clause 31.12.

31.13 **ESL Easement Instruments**

The Principal and Macquarie acknowledge and agree that the following will apply to the ESL Easement Instruments:

- (a) in relation to the connection of the Eastern Suburbs rail line to the Martin Place Metro Station Lot at basement level 5:
 - (i) Macquarie will include the site of the proposed easement in favour of RailCorp and Sydney Trains on the Subdivision Plan in the location within the Martin Place Metro Station Lot as agreed by the Principal; and
 - (ii) the Principal will, at its Cost:
 - (A) liaise with and procure the agreement of RailCorp and Sydney Trains (as required) to the terms and conditions of any easement rights in respect of the Eastern Suburbs rail line connection;
 - (B) procure the preparation of an instrument (such as a transfer granting easement) which will enable the creation of the easement terms and conditions agreed by RailCorp and Sydney Trains; and
 - (C) procure the execution by RailCorp and Sydney Trains of the instrument and the registration of the instrument on the title to the Martin Place Metro Station Lot after the Stage 1 Subdivision Documents have been registered; and
- (b) in relation to the connection of the Eastern Suburbs rail line to the Retail Lot South at basement level 1:
 - (i) Macquarie must, at its Cost, procure the execution by RailCorp and Sydney Trains of the ESL Easement Instrument (Retail Lot South) and the registration of the ESL Easement Instrument (Retail Lot South), together with and at the same time as the Subdivision Documents, or if clause 31.8 applies, the Stage 1 Subdivision Documents; and
 - (ii) if the Principal, RailCorp or Sydney Trains requires amendments to the ESL Easement Instrument (Retail Lot South), the Principal must seek Macquarie's consent to the amendments. Macquarie must act reasonably and without unreasonable delay if the amendments proposed by the Principal, RailCorp or Sydney Trains are no more detrimental than the Eastern Suburbs Rail Line easement instrument that will burden the Metro Station Lot.

31.14 **Operation of the registered Building Management Statement**

If the Building Management Statement has been registered on title as contemplated under this clause 31, during the period commencing on the date of such registration and expiring on the date on which the Development Lot is transferred to the Development Lot Purchaser (as that term is defined in the OSD PDA), in respect of that Development Lot:

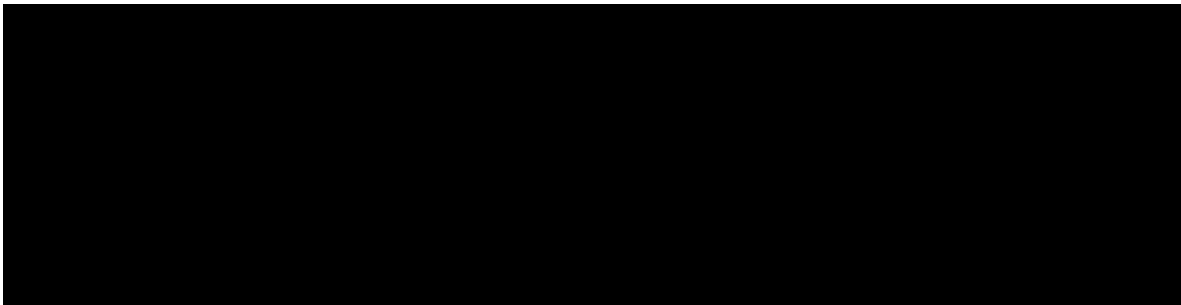
- (a) Macquarie agrees to be bound by and to comply with the terms and conditions of the registered Building Management Statement (to the extent that such terms and conditions apply) as if it were the registered proprietor of the Development Lot, provided that to the extent there is any inconsistency between the terms and conditions of the registered Building Management Statement and this deed, this deed will prevail;
- (b) Macquarie is responsible for all Costs that are payable under the registered Building Management Statement by the registered proprietor of the Development Lot in respect of shared facilities and shared areas and must either:
 - (i) pay those Costs directly; or
 - (ii) subject to any relevant clause in this deed relating to the payment of amounts by Macquarie (such as paying the Costs of utilities consumed in respect of the OSD Works), promptly reimburse the Principal for those Costs following a demand by the Principal for payment; and
- (c) the Principal will keep Macquarie informed of any meetings of the building management committee under the registered Building Management Statement and Macquarie may in its discretion, if Macquarie is not in breach of this deed at that time:
 - (i) attend all meetings of the building management committee; and/or
 - (ii) direct the Principal as to how the registered proprietor of the Development Lot is to vote in respect of any matters being decided by the building management committee by way of resolution and the Principal must ensure that the registered proprietor of the Development Lot votes in the manner directed by Macquarie.

31.15 **Survival**

This clause 31 survives termination or expiry of this deed.

32. **RETAIL LEASES**

- (a) The Principal must, at least 10 Business Days prior to the date on which it reasonably anticipates will be the Construction Licence Commencement Date for Construction Site (Area 2) and Construction Site (Area 4), give written notice to Macquarie informing it of the anticipated Construction Licence Commencement Date.





33. **MACQUARIE PAYMENT**

33.1 **Station Works D&C Savings**

- (a) If at any point, but not later than 45 Business Days after the Last Date of Completion, Macquarie submits to the Principal sufficient evidence (in the opinion of the Principal, acting reasonably) that the Station Works D&C Sum actually incurred is greater than the Station Works D&C Cost Estimate, no payment in relation to the Station Works D&C Savings is payable by Macquarie.
- (b) If no submission has been made under 33.1(a), within 60 Business Days of the Last Date of Completion, Macquarie must submit to the Principal the Station Works D&C Sum actually incurred by Macquarie, including evidence to substantiate the proposed amount.
- (c) Macquarie must pay to the Principal an amount equal to [REDACTED] of the Station Works D&C Savings within 10 Business Days of notification by the Principal of the Station Works D&C Savings.
- (d) The parties acknowledge that the expected Station Works D&C Sum, as of the Commencement Date, is the amount of [REDACTED] comprising the "Total Design Contract Sum" of [REDACTED] and the "Total Construction Contract Sum" of [REDACTED] as detailed in Schedule E1, less \$ [REDACTED] equal to the Principal's contribution to TSE Adjustment Works.
- (e) For the avoidance of doubt:
 - (i) if the Station Works D&C Savings is zero, neither party is required to make a payment in relation to the Station Works D&C Savings; and
 - (ii) where the Station Works D&C Sum is greater than the Station Works D&C Cost Estimate, the Principal is not required to make a payment to Macquarie in relation to the difference.

33.2 **Payment of Macquarie Payment**

Macquarie must pay the Macquarie Payment referred to in clause 33.1 to the Principal by way of unendorsed bank cheque, or by such other method the Principal reasonably requires, without set-off or counterclaim, and without any deduction to the extent permitted by Law.

33.3 **Interest on unpaid Macquarie Payments**

If Macquarie does not pay the Macquarie Payment referred to in clause 33.1 by the date on which that Macquarie Payment is due, Macquarie must pay simple interest at the rate of [REDACTED] above the Bank Bill Rate from the date that Macquarie Payment was due and payable until the date that Macquarie Payment is paid, and that interest will be a debt due and payable by Macquarie to the Principal.

33.4 **Macquarie Payments are non-refundable**

- (a) Subject to any express provision in this deed to the contrary, the Macquarie Payments referred to in clause 33.1 are the Principal's property and are not refundable in any circumstances.
- (b) This clause does not limit Macquarie's right to commence proceedings against the Principal for the Principal's breach of a Project Document.

33.5 **Incorrect amount paid**

If Macquarie pays an amount to the Principal under this clause 33 and it is found later that the amount payable should have been:

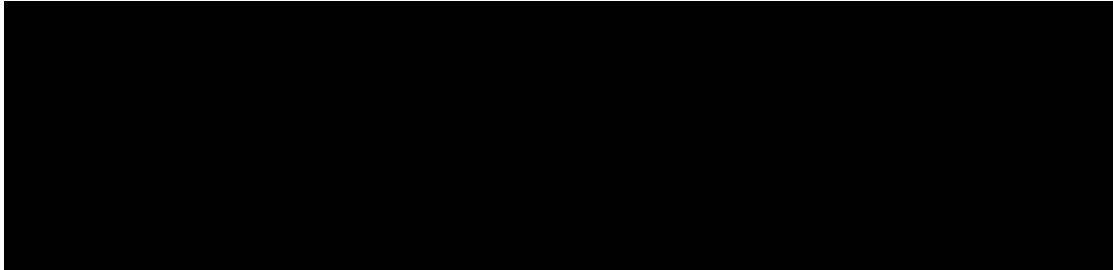
- (a) higher, then Macquarie must immediately pay the Principal the difference between the amount paid to the Principal and the amount that should have been paid to the Principal; or
- (b) lower, then the Principal must repay the difference to Macquarie.

34. **PRINCIPAL PAYMENTS**

34.1 **Core Payment 2**

- (a) The Principal must pay Core Payment 2 to Macquarie in accordance with this clause 34 and the Payment Schedule.
- (b) The Payment Schedule may set out (among other things):
 - (i) those parts of the Station Works which must be completed before Macquarie may claim a progress payment with respect to that part;
 - (ii) the payment Macquarie may claim for each progress payment;
 - (iii) any limitations or other constraints on Macquarie's ability to make claims for payment; and
 - (iv) the restrictions (if any) on the timing and sequencing of the Station Works with which Macquarie must comply.

In addition to the Payment Schedule, clause 34.2(l) sets out further payment constraints that are to apply.



34.2 **Payment claims**

- (a) Macquarie may give the Principal's Representative a progress claim with respect to the Contract Amount and any other amount payable to Macquarie under this deed:
- (i) on the twentieth day of each month (or if this day is not a Business Day, the next Business Day after this day) up to the Last Date of Completion;
 - (ii) in respect to correction of any Defects for which Macquarie is entitled to be reimbursed under clause 30.3(b), on the twentieth day of each month (or if this day is not a Business Day, the next Business Day after this day) up to the expiry of the last Defects Correction Period;
 - (iii) 30 Business Days after:
 - (A) the issue of the Notice of Completion for the last Portion to achieve Completion; and
 - (B) the expiry of the last Defects Correction Period; and
 - (iv) in relation to the Interface Management Services carried out pursuant to clause 29.2, on the twentieth day of each month (or if this day is not a Business Day, the next Business Day after this day) from the Date of Completion of the first Portion to achieve Completion up to 30 Business Days after the date specified in the notice issued under clause 29.2(c) (if applicable), and if no date is specified in that notice, 30 Business Days after receipt by Macquarie of that notice.
- (b) For each claim made under clause 34.2(a), Macquarie must:
- (i) give the Principal's Representative a claim in a format required by the Principal's Representative (including electronic format) showing the amount Macquarie claims;
 - (ii) in the case of the payment claims issued:
 - (A) after the issue of the Notice of Completion for the last Portion to achieve Completion;
 - (B) after the expiration of the last Defects Correction Period; and
 - (C) pursuant to clause 34.2(a)(iv),comply with clause 34.2(n).
- (c) Each progress claim made under clause 34.2(a) 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 reasonably require from time to time.



- (e) Notwithstanding clause 34.2(d), the Principal's Representative must, on behalf of the Principal, within 10 Business Days after receipt of Macquarie's claim under clause 34.2(a), issue to Macquarie and the Principal, a payment schedule stating the amount (if any) which the Principal's Representative assesses to be then payable by the Principal to Macquarie under this deed and which the Principal proposes to pay to Macquarie or the amount which the Principal's Representative assesses to be then payable by Macquarie to the Principal, including details of the calculation of the progress amount.
- (f) In issuing a payment schedule, the Principal's Representative:
 - (i) may deduct from the amount which would otherwise be payable to Macquarie or DevCo any amount which the Principal is entitled to retain, deduct, withhold or set-off under this deed, including any amount which the Principal is entitled to set-off or withhold under clause 34.8; and
 - (ii) must, if the payment schedule shows an amount less than the amount claimed by Macquarie in the progress claim, set out in the payment schedule why the amount is less and if the reason for the difference is that the Principal has retained, deducted withheld or set-off payment for any reason, the reason for the retention, deduction, withholding or setting-off of payment.
- (g) If Macquarie does not give the Principal's Representative a progress claim at a time required by clause 34.2(a), the Principal's Representative may nevertheless (but is not obliged to) issue a payment schedule as if a progress claim was made at the time required.
- (h) A payment schedule issued under clause 34.2(e) or 34.2(g) will separately identify the sum of the amounts due on account of the Contract Amount.
- (i) If the amount set out in a payment schedule issued under clause 34.2(e) is different to the amount in Macquarie's progress claim or if the Principal's Representative issues a payment schedule under clause 34.2(g), the Principal will issue a recipient created tax invoice or adjustment note (as the case may be) to Macquarie to reflect the amount in the payment schedule.
- (j) Within the earlier of 15 Business Days after the date of Macquarie's progress claim in accordance with clause 34.2(a) or within 5 Business Days after the issue of a payment schedule in accordance with clause 34.2(g):
 - (i) where the payment schedule provides that an amount is payable by the Principal to Macquarie, but subject to clauses 34.4, 34.5, 34.6 and 34.8 and the Payment Schedule, the Principal must pay Macquarie the progress payment due to Macquarie as certified in the payment schedule; and
 - (ii) where the payment schedule provides that an amount is payable by Macquarie to the Principal, Macquarie must pay the Principal the amount due to the Principal as certified in the payment schedule.
- (k) If Macquarie lodges a progress claim earlier than at the times specified under clause 34.2(a), the Principal's Representative will not be obliged to issue the

payment schedule in respect of that progress claim earlier than it would have been obliged had Macquarie submitted the progress claim in accordance with this deed.

- (l) Subject to clause 34.1(d) but otherwise despite any other provisions of this deed to the contrary, the amount of any progress claim to which Macquarie is entitled in relation to this deed and the amount to be allowed by the Principal's Representative in any payment schedule issued under clause 34.2(e) as the amount payable to Macquarie arising out of or in any way in connection with this deed will:
 - (i) not include the following amounts:
 - (A) any amount which this deed provides cannot be claimed or is not payable because of the failure by Macquarie to take any action (including to give any notice to the Principal or the Principal's Representative);
 - (B) any amount which represents unliquidated damages claimed against the Principal (whether for breach of contract, in tort or otherwise);
 - (C) any amount which this deed provides is not payable until certain events have occurred or conditions have been satisfied, to the extent those events have not occurred or those conditions have not been satisfied (including any events identified in the Payment Schedule);
 - (D) any amount in respect of which the obligation of the Principal to make payment has been suspended under this deed;
 - (E) any amount in respect of which Macquarie has failed to provide supporting information as required by this deed; or
 - (F) any amount for work which is not in accordance with this deed;
 - (ii) deduct the following amounts:
 - (A) any amounts which have become due from Macquarie or DevCo to the Principal under this deed; and
 - (B) any amounts which the Principal is entitled under this deed to retain, deduct, withhold or set-off against the progress claim, including under clauses 34.4, 34.5 or 34.8;
 - (iii) in determining amounts to be excluded or deducted under clauses 34.2(l)(i) and (ii), have regard to matters or circumstances occurring at any time before the date that the determination is being made; and
 - (iv) be determined having regard to the Contract Amount.
- (m) Failure by the Principal's Representative to set out in a payment schedule an amount which the Principal is entitled to retain, deduct, withhold or set-off from the amount which would otherwise be payable to Macquarie or DevCo by the Principal will not prejudice the Principal's right to subsequently exercise its right to retain, deduct, withhold or set-off any amount under this deed.
- (n) Macquarie must include in the payment claim lodged by it:
 - (i) after the issue of the Notice of Completion for the last Portion to achieve Completion;

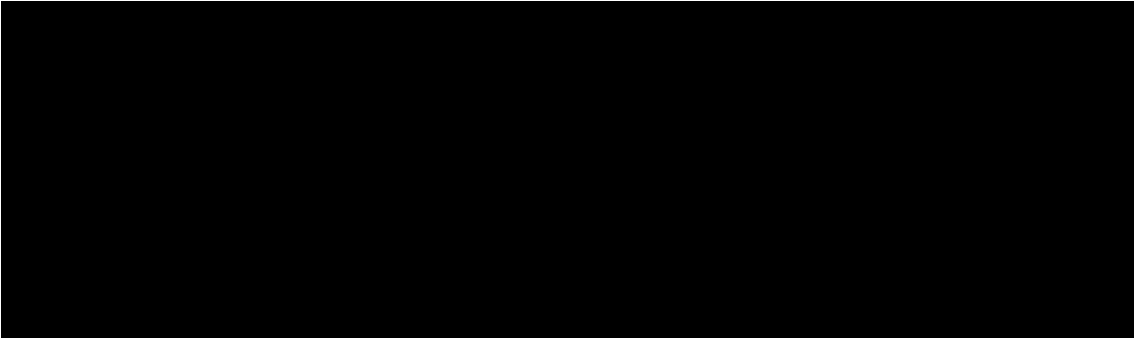
- (ii) after the expiration of the last Defects Correction Period; and
- (iii) pursuant to clause 34.2(a)(iv),

all Claims that Macquarie wishes to make against the Principal in respect of any fact, matter or thing arising out of, or in any way in connection with, the Station Works which occurred:

- (iv) in the case of the payment claim referred to in clause 34.2(n)(i), prior to the date of that payment claim;
 - (v) in the case of the payment claim referred to in clause 34.2(n)(ii), in the period between the date of the payment claim referred to in clause 34.2(n)(i) and the date of the payment claim (but not including any Claims for activities undertaken in accordance with clause 29.2); and
 - (vi) in the case of the payment claim referred to in clause 34.2(n)(iii), in the period between the date of the payment claim referred to in clause 34.2(n)(i) and the date of the payment claim (but not including any Claims made in a payment claim lodged pursuant to clause 34.2(n)(v)).
- (o) Without limiting Macquarie's right to raise any defence in relation to a Claim made by the Principal against Macquarie, Macquarie releases the Principal from any Claim in respect of any fact, matter or thing arising out of, or in any way in connection with, the Station Works that occurred prior to the date of submission of the relevant payment claim referred to in clauses 34.2(n)(i), 34.2(n)(ii) and 34.2(n)(iii), except for any claim which:
- (i) has been included in the relevant payment Claim which is given to the Principal's Representative within the time required by, and in accordance with, clause 34.2(a); and
 - (ii) has not been barred under another provision of this deed.

34.3 Effect of payment schedules and payments

- (a) Neither the issue of a payment schedule under clause 34.2(e) or clause 34.2(g), nor the making of any payment pursuant to any such payment schedule, will:
- (i) constitute the approval of any work or other matter or prejudice any Claim by the Principal or the Principal's Representative;
 - (ii) constitute evidence of the value of any work or an admission of Liability or evidence that work has been executed or completed in accordance with this deed; or
 - (iii) prejudice the right of either party to dispute under clause 52 whether any amount certified as payable in a payment schedule is the amount properly due and payable under this deed (and on determination, whether under clause 52 or as otherwise agreed, of the amount properly due and payable, the Principal or Macquarie, as the case may be, will be liable to pay the difference between the amount of such payment and the amount which is determined to be properly due and payable),
- and any payments made pursuant to a payment schedule are payments on account only.
- (b) The Principal's Representative may at any time correct any error in a payment schedule.



34.4 Provision of documentation and other requirements

- (a) Subject to clause 34.1(d), the Principal is not obliged to pay Macquarie any more than [REDACTED] of the amount that the Principal's Representative would otherwise have set out in any payment schedule unless and until Macquarie has:
 - (i) effected and is maintaining all Insurances that Macquarie is required to effect and maintain under clause 41;
 - (ii) complied with clause 6;
 - (iii) provided a statement by the Quality Manager in the form of Schedule B19 that the parts of Macquarie's Activities in respect of which any payment is claimed comply with the requirements of this deed;
 - (iv) where clause 34.7(q) applies, provided the Principal's Representative with the statement and evidence (if any) required to be provided by Macquarie pursuant to that clause; and
 - (v) provided the Principal's Representative with a statutory declaration in the form of Schedule B20 which has been duly executed:
 - (A) by a representative of Macquarie who is in a position to know the facts declared; and
 - (B) on the date the relevant payment claim was issued.
- (b) Subject to clause 34.1(d), the Principal is not obliged to pay Macquarie any more than [REDACTED] of the amount that the Principal's Representative would otherwise have set out in any payment schedule unless and until Macquarie has provided updated SDD Programs as required by this deed.
- (c) Any amount withheld by the Principal under clauses 34.4(a) or 34.4(b) must be paid within 10 Business Days after Macquarie has complied with the relevant obligation.

34.5 Payment of Subcontractors, workers compensation and payroll tax

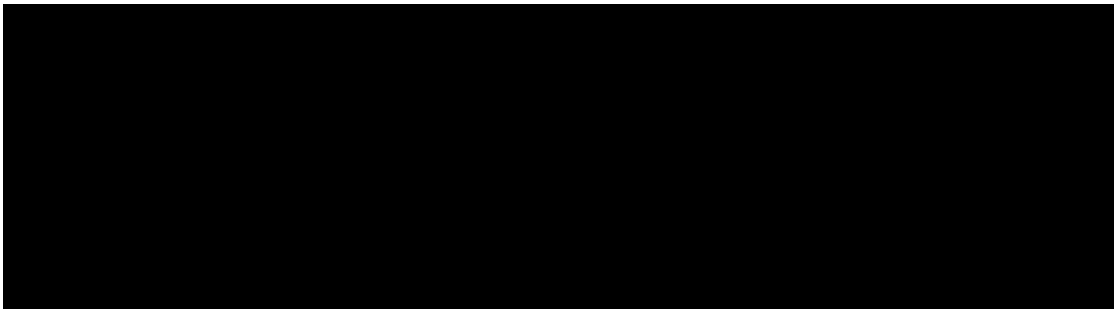
- (a) If a worker or a Subcontractor obtains a court order in respect of the moneys payable to him, her or it in respect of his, her or its employment on, materials (including Materials) supplied for, or work performed with respect to, the Station Works, and produces to the Principal the court order and a statutory declaration that it remains unpaid, the Principal may (but is not obliged to) pay the GST exclusive amount of the order and costs included in the order to the worker or Subcontractor, and the amount paid will be a debt due and payable from Macquarie to the Principal.
- (b) If the Principal receives notices of:

- (i) Macquarie being placed under administration; or
- (ii) the making of a winding up order in respect of Macquarie,

the Principal will not make any payment to a worker or Subcontractor without the concurrence of the administrator, provisional liquidator or liquidator, as the case may be.

- (c) If any moneys are shown as unpaid in Macquarie's statutory declaration under clause 34.4(a)(v), the Principal may withhold the moneys so shown until Macquarie provides evidence to the satisfaction of the Principal's Representative that the moneys have been paid to the relevant persons. The parties acknowledge and agree that this clause 34.5(c) applies to amounts which are due and payable (and not disputed amounts).
- (d) Nothing in this clause 34.5 limits or otherwise affects the Principal's rights under section 175B(7) of the *Workers Compensation Act 1987* (NSW), section 18(6) of schedule 2 of the *Payroll Tax Act 2007* (NSW) and section 127(5) of the *Industrial Relations Act 1996* (NSW).
- (e) If a Subcontractor has become entitled to suspend work under a Subcontract in accordance with the SOP Act because of a failure by Macquarie or any Subcontractor to pay moneys due and payable to that Subcontractor, the Principal may pay to the Subcontractor the amount owing to the Subcontractor in connection with that work, and any amount so paid by the Principal will be a debt due and payable by Macquarie to the Principal. Where practicable, the Principal will provide prior written notice to Macquarie prior to paying the relevant Subcontractor.
- (f) Notwithstanding clause 34.5(e), if any amount is:
 - (i) certified as payable; or
 - (ii) otherwise due and payable (and not disputed amounts),

to a Subcontractor under a Subcontract, and Macquarie or the relevant Subcontractor does not pay such amount to that Subcontractor in accordance with that Subcontract, then the Principal may pay such amount to that Subcontractor provided it has given Macquarie 10 Business Days' notice of its intention to do so, and any amount so paid by the Principal to that Subcontractor will be a debt due and payable by Macquarie to the Principal.



34.6 **Payment for unfixed Construction Materials**

- (a) The value of unfixed Construction Materials intended for incorporation in the Station Works but not yet incorporated are not to be included in a progress claim under clause 34.2(a) and the Principal is under no obligation to pay for such Construction Materials unless the following conditions precedent have been satisfied:

- (i) Macquarie:
 - (A) has provided to the Principal at the same time as its progress claim under clause 34.2(a) a Bank Guarantee that complies with the requirements of clause 6.1(b), for an amount equal to the payment claimed for the Construction Materials; and
 - (B) gives the Principal's Representative such evidence as may be required by the Principal's Representative that title to the unfixed Construction Materials will vest in the Principal upon payment;
 - (ii) the Construction Materials are clearly marked as the property of the Principal;
 - (iii) the Construction Materials are properly stored in a place approved by the Principal's Representative (not to be unreasonably withheld); and
 - (iv) there is evidence (in a form satisfactory to the Principal) that Macquarie has registered a Security Interest in favour of the Principal in the unfixed Construction Materials.
- (b) Upon payment in full in respect of unfixed Construction Materials title in the relevant unfixed Construction Materials will vest in the Principal.
 - (c) If Macquarie provides a Bank Guarantee for payment for unfixed Construction Materials, the Principal must release the Bank Guarantee to Macquarie within ■■■■■ after those Construction Materials:
 - (i) are incorporated into the Station Works; and
 - (ii) comply with the requirements of this deed.

34.7 SOP Act

- (a) Expressions defined or used in the SOP Act have the same meaning for the purposes of this clause (unless the context otherwise requires).
- (b) Macquarie must ensure that a copy of any written communication it delivers or arranges to deliver to the Principal of whatever nature in relation to the SOP Act, including a payment claim under the SOP Act, is provided to the Principal's Representative at the same time.
- (c) In responding to Macquarie under the SOP Act, the Principal's Representative also acts as the agent of the Principal.
- (d) If, within the time allowed by the SOP Act for the service of a payment schedule by the Principal, the Principal does not:
 - (i) serve the payment schedule itself; or
 - (ii) notify Macquarie that the Principal's Representative does not have authority from the Principal to issue the payment schedule on its behalf,

then a payment schedule issued by the Principal's Representative under this deed which relates to the period relevant to the payment schedule will be taken to be the payment schedule for the purpose of the SOP Act (whether or not it is expressly stated to be a payment schedule).

- (e) Without limiting clause 34.7(c), the Principal authorises the Principal's Representative to issue payment schedules on its behalf (without affecting the Principal's right to issue a payment schedule itself).
- (f) For the purposes of this deed, the amount of the progress payment to which Macquarie is entitled under this deed will be the amount certified by the Principal's Representative in a payment schedule under clause 34.2 less any amount the Principal may elect to retain, deduct, withhold or set off in accordance with this deed.
- (g) Macquarie agrees that:
 - (i) the date prescribed by clause 34.2(a) as the date on which Macquarie is entitled to make a progress claim is, for the purposes of the SOP Act (including section 8 of the SOP Act), the reference date; and
 - (ii) a progress claim is not a document notifying an obligation on the Principal to make any payment and the Principal will have no Liability to make a payment of any amount in respect of a progress claim unless the amount has been included in a payment schedule issued by the Principal's Representative in accordance with clause 34.2(e) or 34.2(g).
- (h) Nothing in this deed will be construed to:
 - (i) make any act or omission of the Principal in contravention of the SOP Act (including failure to pay an amount becoming due under the SOP Act), a breach of a Project Document (unless the Principal would have been in breach of a Project Document if the SOP Act had no application); or
 - (ii) subject to clause 34.7(h)(i), give to Macquarie rights under this deed which extend or are in addition to rights given to Macquarie by the SOP Act in respect of any act or omission of the Principal in contravention of the SOP Act.
- (i) If Macquarie suspends the whole or part of Macquarie's Activities pursuant to the SOP Act then, except to the extent (if any) expressly provided under the SOP Act, the Principal will not be liable for and Macquarie is not entitled to Claim any Loss suffered or incurred by Macquarie as a result of the suspension.
- (j) Macquarie indemnifies and must keep indemnified the Principal against all Loss suffered or incurred by the Principal arising out of:
 - (i) a suspension by a Subcontractor of work which forms part of Macquarie's Activities pursuant to the SOP Act unless and except to the extent that the suspension is due to non-payment by the Principal of an amount that is due and payable under this deed; or
 - (ii) a failure by Macquarie to comply with its obligations under clause 34.7(b).
- (k) Macquarie agrees that for the purposes of section 17(3) of the SOP Act:
 - (i) it has irrevocably chosen the Resolution Institute as the authorised nominating authority to which any adjudication application under the SOP Act in respect of Macquarie's Activities is to be made; and
 - (ii) Macquarie must make any adjudication application under the SOP Act to that authorised nominating authority (unless the Principal in its absolute discretion consents to any alternative nominating authority).

- (l) When an adjudication occurs under the SOP Act, and the Principal has paid an adjudicated amount to Macquarie:
 - (i) the amount will be taken into account by the Principal's Representative in issuing a payment schedule under clause 34.2(e) or clause 34.2(g);
 - (ii) if it is subsequently determined pursuant to this deed that Macquarie was not entitled under this deed to payment of some or all of the adjudicated amount that was paid by the Principal (**overpayment**), the overpayment will be a debt due and payable by Macquarie to the Principal which Macquarie must pay to the Principal upon demand and in respect of which Macquarie is not entitled to claim or exercise any set-off, counterclaim, deduction or similar right of defence;
 - (iii) if the adjudicator's determination is quashed, overturned or declared to be void, the adjudicated amount then becomes a debt due and payable by Macquarie to the Principal upon demand and in respect of which Macquarie is not entitled to claim or exercise any set-off, counterclaim, deduction or similar right of defence; and
 - (iv) the Principal's Representative:
 - (A) is not bound by the adjudication determination;
 - (B) may reassess the value of the work that was valued by the adjudicator; and
 - (C) may, if it disagrees with the adjudication determination, express its own valuation in any payment schedule.
- (m) Without limiting clause 34.8, the Principal may withhold any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act.
- (n) If the Principal withholds from money otherwise due to Macquarie any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act, then:
 - (i) the Principal may plead and rely upon Division 2A of the SOP Act as a defence to any claim for the money by Macquarie from the Principal; and
 - (ii) the period during which the Principal retains money due to Macquarie pursuant to an obligation under Division 2A of the SOP Act will not be taken into account for the purpose of determining:
 - (A) any period for which money owed by the Principal to Macquarie has been unpaid; and
 - (B) the date by which payment of money owed by the Principal to Macquarie must be made.
- (o) Macquarie agrees not to commence proceedings to recover any amount withheld by the Principal pursuant to a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act.
- (p) Any amount paid by the Principal pursuant to section 26C of the SOP Act will be a debt due from Macquarie to the Principal.

- (q) If the Principal withholds money pursuant to a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act and Macquarie:
- (i) pays the amount claimed to be due under the adjudication application to which the payment withholding claim relates; or
 - (ii) becomes aware that the adjudication application to which the payment withholding claim relates has been withdrawn,

then Macquarie must so notify the Principal within 5 Business Days after the occurrence of the event in clause 34.7(q)(i) or 34.7(q)(ii) above (as applicable) by providing to the Principal a statement in writing in the form of a statutory declaration together with such other evidence as the Principal may require evidencing that the amount has been paid or the adjudication application has been withdrawn (as the case may be).

34.8 **Right of set-off**

- (a) The Principal's Representative may (on behalf of the Principal) in any payment schedule issued under clauses 34.2(e) or 34.2(g) withhold, set-off or deduct from the money which would otherwise be certified as payable to Macquarie or DevCo or which would otherwise be due to Macquarie or DevCo under this deed or the OSD PDA:
- (i) any debt or other moneys due from Macquarie to the Principal (including any Macquarie Payment and any debt due from Macquarie to the Principal pursuant to section 26C of the SOP Act);
 - (ii) any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act;
 - (iii) any amount that the Principal is entitled to withhold under clause 34.4; or
 - (iv) any bona fide claim to money which the Principal may have against Macquarie whether for damages (including liquidated damages) or otherwise, including any amount referred to in clause 23.12(l),

under or arising out of or in connection with this deed, the OSD PDA, any other Project Document or Macquarie's Activities 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) This clause 34.8 will survive the termination of this deed.

34.9 **Not used**

34.10 **Interest**

- (a) The Principal will pay simple interest at the rate of [REDACTED] above the Bank Bill Rate on any:
- (i) amount which has been set out as payable by the Principal's Representative in a payment schedule under clause 34.2(e) but which is not paid by the Principal within the time required by this deed;
 - (ii) damages; and

(iii) amount which is found, after the resolution of a Dispute, to be payable to Macquarie, and which has not been paid by the Principal,

from the date that amount was first due and payable until the date that amount is paid.

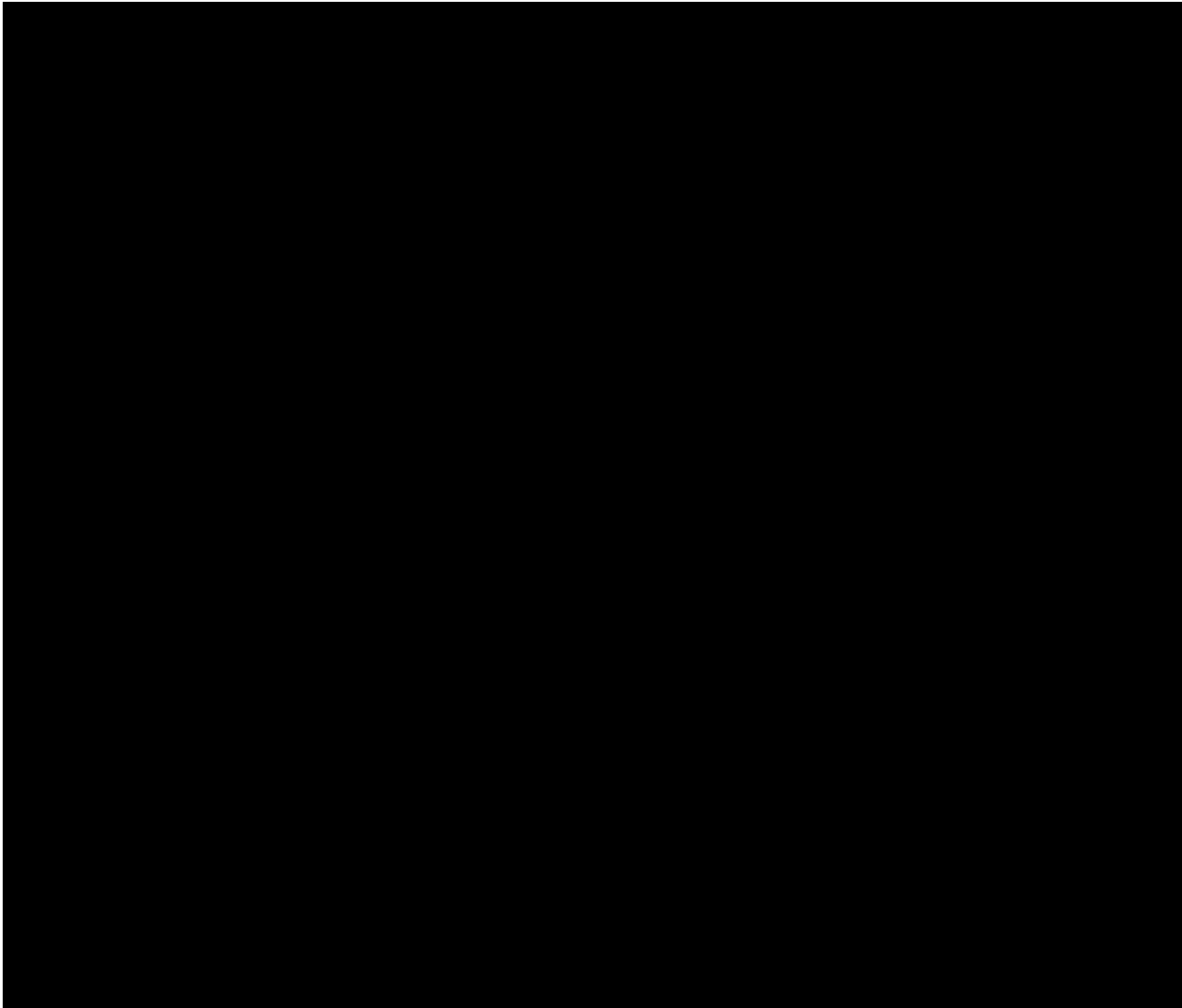
(b) This will be Macquarie's sole entitlement to interest, including to damages for loss of use of, or the cost of borrowing, money.

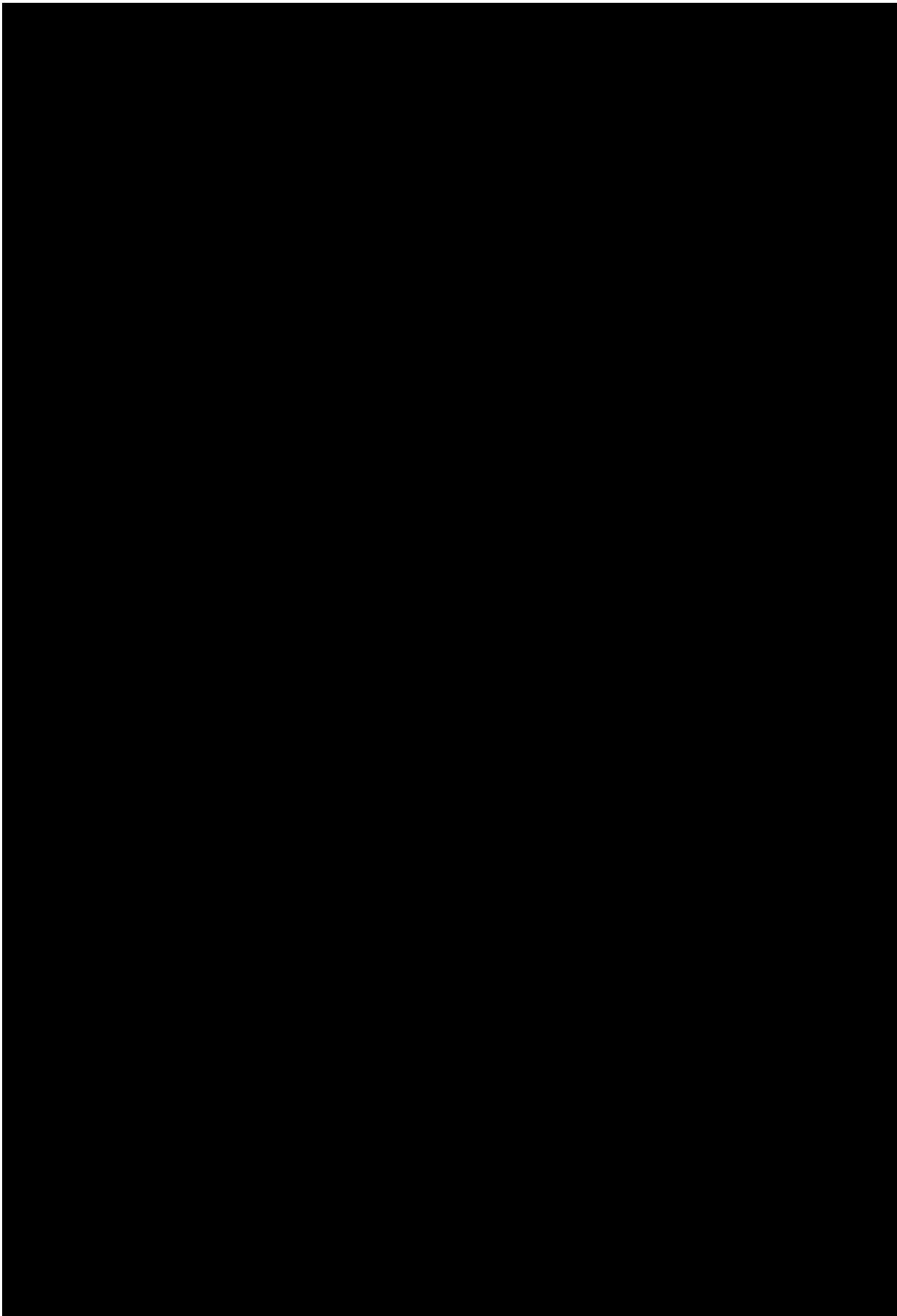
34.11 Title

Title in all items forming part of the Project Works (other than the Concourse Link Works) will pass progressively to the Principal on the earlier of payment for, or incorporation of, such items to the Construction Site. Risk in all such items remains with Macquarie in accordance with clause 41.

34.12 Payments

The Principal may withhold payment of any part of the Contract Amount which is the subject of a payment claim under clause 34.2(a) but not included in a payment schedule issued pursuant to clause 34.2(e).





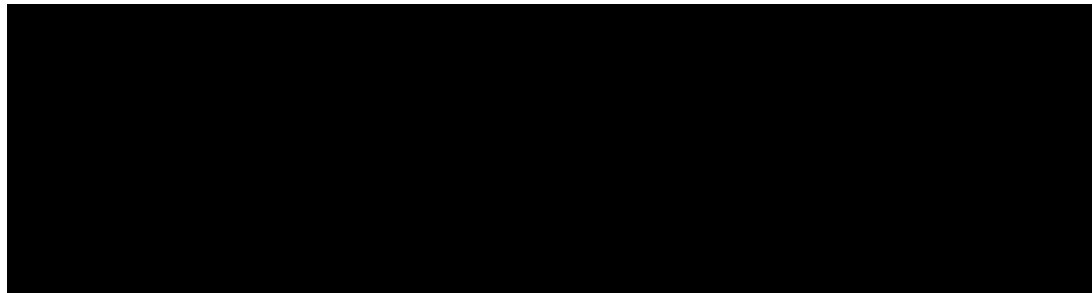


35. **PRINCIPAL INITIATED VARIATIONS**

35.1 **Variation Impact Request**

- (a) The Principal's Representative may at any time issue to Macquarie a Variation Impact Request setting out the details of a proposed Variation which the Principal is considering.
- (b) The Variation Impact Request must request that Macquarie provides an estimate of the third party Costs that Macquarie will incur in preparing a Variation Impact Proposal, and Macquarie must provide that estimate within 5 Business Days after receipt of the Variation Impact Request (or such longer period as is reasonable having regard to the nature of the request).
- (c) The Principal will not be obliged to proceed with any Variation proposed in a Variation Impact Request.

35.2 **Variation Impact Proposal**



- (c) The Variation Impact Proposal must set out detailed particulars of Macquarie's view on:
 - (i) the Variation Costs or Variation Savings (if any) of the proposed Variation;
 - (ii) the effect which the proposed Variation will have on the SDD Program (including any extension of time required to a Date for Milestone Achievement, a Date for Construction Completion or a Date for Completion and the measures Macquarie proposes to take to avoid, mitigate or minimise the effect of the proposed Variation on the SDD Program);
 - (iii) any Approvals required to implement the proposed Variation, and the effect of the proposed Variation on any existing Approvals and any OSD Planning Approval and on the ability of Macquarie or the OSD Developer to comply with those Approvals;
 - (iv) the effects which the proposed Variation will have on Macquarie's ability to satisfy its obligations under a Project Document (including any warranties given by Macquarie under a Project Document) or exercise its rights under a Project Document;

- (v) any relief which is required from Macquarie's obligations under this deed to ensure that it is left in a no better and no worse position than it would be in if the Variation were not implemented;
- (vi) the effect Macquarie anticipates the Variation will have on the functionality or integrity of the elements of Macquarie's Activities, the Project Works and the Temporary Works and the quality or performance standards required by a Project Document, including specific details of:
 - (A) the elements of Macquarie's Activities, the Project Works and the Temporary Works that will be affected;
 - (B) how and to what extent the functionality or integrity of those elements will be affected;
 - (C) the quality or performance standards affected and how and to what extent they will be affected;
- (vii) whether an OSD Variation will be required to enable the proposed Variation to be implemented or as a consequence of the proposed Variation;
- (viii) whether the proposed Variation will result in, or is likely to result in:



- (x) the quantum of any potential claim by Macquarie under clause 2 of Schedule E7 to the OSD PDA; and
- (xi) any other information requested by the Principal in the Variation Impact Request.

35.3 Cost of preparing Variation Impact Proposal

If:

- (a) Macquarie prepares a Variation Impact Proposal in accordance with clause 35.2; and
- (b) the Principal does not issue a Variation Order in respect of the proposed Variation,

then the Principal must reimburse Macquarie within 20 Business Days after the demand from Macquarie the additional and reasonable, arm's length third party Costs incurred by Macquarie in:

- (d) performing its obligations under clause 35.7.

35.4 Election by the Principal

Within 20 Business Days (or such longer period as the Principal reasonably requires, having regard to the size and complexity of the proposed Variation and whether the Variation requires a response from Macquarie under the OSD PDA) after receiving a Variation Impact Proposal, the Principal's Representative may:

- (a) accept the Variation Impact Proposal;
- (b) reject the Variation Impact Proposal; or
- (c) inform Macquarie that it does not wish to proceed with the proposed Variation,

by written notice to Macquarie (which in the case of clause 35.4(a) must be a Variation Order).

35.5 Principal must consult with Macquarie in relation to Material Impacts

- (a) If:
 - (i) a Variation Impact Proposal provided by Macquarie under clause 35.2(b) states that, in Macquarie's view, the proposed Variation will give rise to, or is likely to give rise to, a Material Impact; and
 - (ii) the Principal's Representative has not given a written notice to Macquarie that it does not wish to proceed with the proposed Variation pursuant to clause 35.4(c),

then, within 10 Business Days after receipt of the Variation Impact Request, the Principal's Representative must:

- (iii) consult in good faith with Macquarie's Representative with respect to the Material Impact identified by Macquarie in the Variation Impact Proposal; and

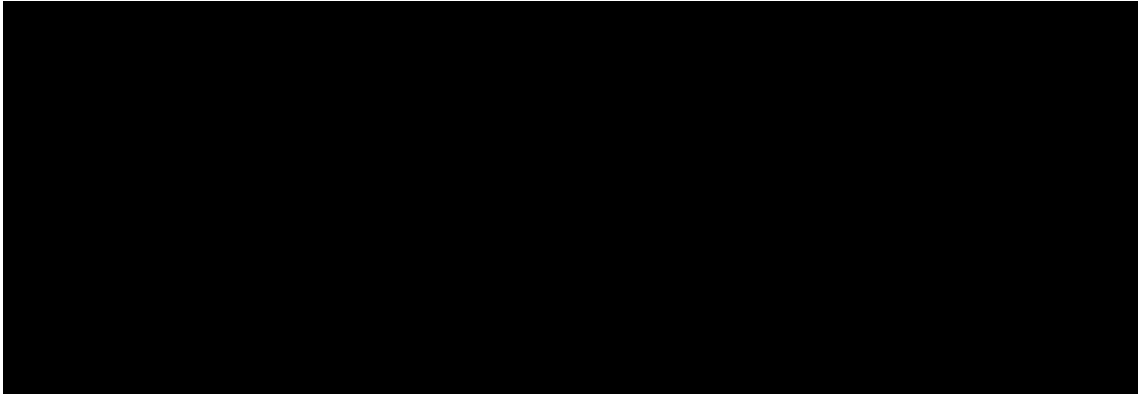
- (iv) if, following consultation between the parties pursuant to clause 35.5(a)(iii), the Principal's Representative (acting reasonably) agrees that the proposed Variation, if implemented, will give rise to, or is likely to give rise to, a Material Impact:
 - (A) consult in good faith with Macquarie's Representative with respect to any Suggested Modification identified by Macquarie in the Variation Impact Proposal; and
 - (B) use reasonable endeavours to agree a mutually acceptable modification to the proposed Variation (which may include a modification to the timing of the proposed Variation or to the manner in which the Variation is proposed to be implemented) to lessen or avoid that Material Impact.

- (b) If, following consultation between the parties pursuant to clause 35.5(a)(iii), the Principal's Representative has not agreed with Macquarie's view that the proposed Variation, if implemented, will give rise to, or is likely to give rise to, a Material Impact, then:
 - (i) within 10 Business Days after the consultation between the parties pursuant to clause 35.5(a)(iii), the Executive Negotiators must meet and:
 - (A) negotiate with a view to resolving whether the proposed Variation, if implemented, will give rise to, or is likely to give rise to, a Material Impact;
 - (B) consult in good faith with respect to any Suggested Modification identified by Macquarie in the Variation Impact Proposal or, if applicable, with respect to any suggested modification which Macquarie raises in the consultation process under this clause 35.5; and
 - (C) use reasonable endeavours to agree a mutually acceptable modification to the proposed Variation (which may include a modification to the timing of the proposed Variation or to the manner in which the Variation is proposed to be implemented) to lessen or avoid that Material Impact;

 - (ii) if the Executive Negotiators agree to a mutually acceptable modification to the proposed Variation, then the Principal may give Macquarie a written notice:
 - (A) requesting that Macquarie provides a Variation Impact Proposal which reflects the matters agreed by the Executive Negotiators, in which case Macquarie must provide to the Principal the Variation Impact Request as soon as practicable, and clause 35.2 applies; or
 - (B) pursuant to clause 35.4(b), in which case the Principal may not then require that the parties consult in good faith under clause 35.7; and

 - (iii) if the Executive Negotiators do not agree to a mutually acceptable modification to the proposed Variation within the 10 Business Days after the consultation between the parties pursuant to clause 35.5(a)(iii), then the Principal may:
 - (A) give Macquarie a notice pursuant to clause 35.4(b), in which case the Principal may not then require that the parties consult in good faith under clause 35.7;

- (B) give Macquarie a notice pursuant to clause 35.4(c), withdrawing the proposed Variation; or
- (C) give Macquarie a notice pursuant to clause 35.4(a), accepting the proposed Variation.



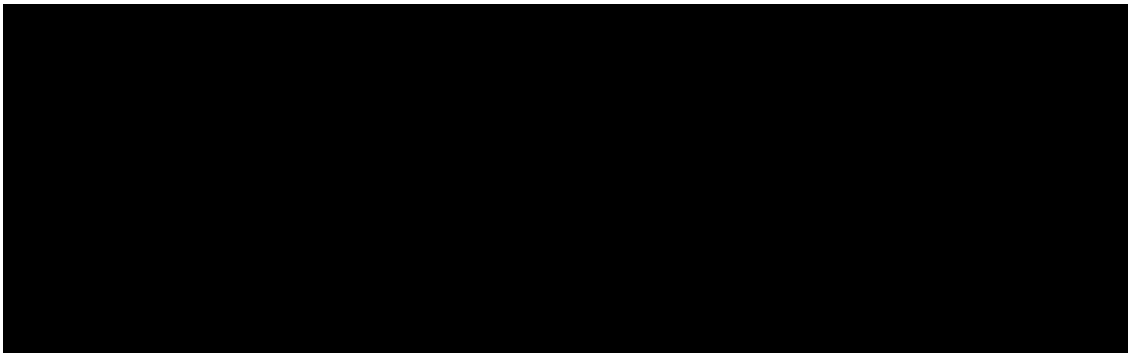
35.6 **Principal accepts Variation Impact Proposal**

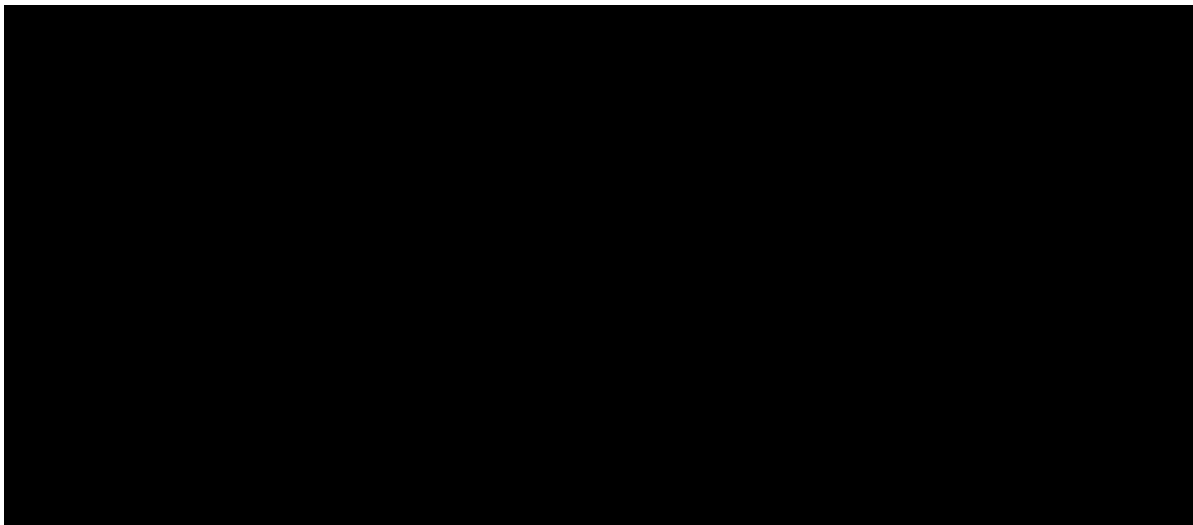
If the Principal accepts the Variation Impact Proposal in accordance with clause 35.4(a):

- (a) Macquarie must implement the Variation on the basis of the Variation Impact Proposal (as submitted by Macquarie or otherwise agreed by the parties);
- (b) Macquarie will be relieved of its obligations under this deed to the extent specified in the Variation Impact Proposal (as submitted by Macquarie or otherwise agreed by the parties);
- (c) the relevant Date for Milestone Achievement, Date for Construction Completion or Date for Completion will be extended as specified in the Variation Impact Proposal; and
- (d) the Principal must pay Macquarie the Variation Costs, or Macquarie must pay the Principal the Variation Savings (as applicable) of the Variation in accordance with clause 37.

35.7 **Principal rejects Variation Impact Proposal**

If the Principal rejects the Variation Impact Proposal in accordance with clause 35.4(b), the Principal may require that the parties consult in good faith and use their reasonable endeavours to agree on a mutually acceptable resolution to the matters set out in the Variation Impact Proposal which are in dispute.





35.8 **Parties reach agreement**

If the parties reach agreement on the disputed matters in the Variation Impact Proposal and the Principal directs Macquarie to implement the Variation by issuing a Variation Order:

- (a) Macquarie must implement the Variation on the basis of the Variation Impact Proposal (as varied by the parties' agreement);
- (b) Macquarie will be relieved of its obligations under this deed to the extent specified in the Variation Impact Proposal (as varied by the parties' agreement);
- (c) the relevant Date for Milestone Achievement, Date for Construction Completion or Date for Completion will be extended as specified in the Variation Impact Proposal (as varied by the parties' agreement); and
- (d) the Principal must pay Macquarie the Variation Costs, or Macquarie must pay the Principal the Variation Savings (as applicable) of the Variation in accordance with clause 37.

35.9 **If parties fail to reach agreement**

If the parties are unable to reach agreement within 20 Business Days after the Principal rejects the Variation Impact Proposal in accordance with clause 35.4(b), the Principal may refer the matter for dispute resolution in accordance with clause 52. In making this referral, the Principal must refer all matters under the Variation Impact Proposal that are in dispute to be determined in accordance with clause 52.

35.10 **Principal may direct that Variation proceed**

- (a) If the Principal refers the matter for dispute resolution under clause 35.9, the Principal may also direct Macquarie to implement the Variation by issuing a Variation Order whether or not any matters in dispute have been agreed in accordance with clause 52.
- (b) If the Principal issues a Variation Order under clause 35.10(a):
 - (i) the disputed matters in the Variation Impact Proposal will, until the Principal and Macquarie otherwise agree or a determination is made in accordance with clause 52, be reasonably determined by the Principal's Representative. In making his or her reasonable determination, the Principal's

Representative must determine all disputed matters in the Variation Impact Proposal required to enable the Variation to be implemented;

- (ii) Macquarie must proceed to implement the Variation on the basis of the Variation Impact Proposal and the matters determined by the Principal's Representative under clause 35.10(b)(i) (notwithstanding that any matters in dispute have not been agreed or determined in accordance with clause 52);
- (iii) Macquarie will be relieved of its obligations under this deed to the extent specified in the Variation Order;
- (iv) the relevant Date for Milestone Achievement, Date for Construction Completion or Date for Completion will be extended as specified in the Variation Order; and
- (v) any necessary adjustments will be made following the determination of a dispute under clause 52 (where applicable).

35.11 **Principal options following determination**

Following determination of a dispute referred to in clause 35.9 in accordance with clause 52, the Principal may, only if it has not already exercised its right to issue a Variation Order under clause 35.10, elect to do either of the following:

- (a) require Macquarie to implement the proposed Variation in accordance with the Variation Impact Proposal as varied by the determination; or
- (b) withdraw the proposed Variation (in which case clause 35.3 applies),

by written notice to Macquarie (which in the case of clause 35.11(a) must be a Variation Order).

35.12 **Macquarie to implement Variation**

If the Principal gives a Variation Order pursuant to clause 35.11(a):

- (a) Macquarie must carry out the Variation described in the Variation Order on the basis of the Variation Impact Proposal (as varied by the determination, once made);
- (b) Macquarie will be relieved of its obligations under this deed to the extent specified in the Variation Impact Proposal (as varied by the determination, once made);
- (c) the relevant Date for Milestone Achievement, Date for Construction Completion or Date for Completion will be extended as specified in the Variation Impact Proposal (as varied by the determination, once made); and
- (d) the Principal must pay Macquarie the Variation Costs, or Macquarie must pay the Principal the Variation Savings (as applicable) of the Variation in accordance with clause 37.

35.13 **Instruction to proceed**

- (a) Subject to clause 35.13(b) but whether or not the Principal has issued a Variation Impact Request under clause 35.1 and whether or not Macquarie has issued a Variation Impact Proposal under clause 35.2 in response to a Variation Impact Request, the Principal's Representative may at any time instruct Macquarie to implement a Variation by issuing a Variation Order. In these circumstances, the

matters set out in clause 35.2(c) and any other matters required to enable the Variation to be implemented will, until the Principal and Macquarie agree otherwise or a determination is made in accordance with clause 52, be reasonably determined by the Principal's Representative.

- (b) The Principal's Representative must not issue a Variation Order pursuant to clause 35.13(a) where the relevant Variation has a Material Impact, provided that whether or not the relevant Variation has a Material Impact will be determined by the Principal's Representative (unless and until the Principal and Macquarie agree otherwise or a determination is made in accordance with clause 52).
- (c) If Macquarie disagrees with a matter determined by the Principal's Representative (including whether the Variation has a Material Impact):
 - (i) Macquarie may refer the matter for dispute resolution in accordance with clause 52;
 - (ii) Macquarie must proceed to implement the Variation on the basis determined by the Principal's Representative notwithstanding that the matters in dispute have not been agreed or determined in accordance with clause 52;
 - (iii) Macquarie will be relieved of its obligations under this deed to the extent specified in the Variation Order; and
 - (iv) any necessary adjustments will be made following any agreement or determination under clause 52.

35.14 Omissions

- (a) If a Variation omits any part of the Project Works or Macquarie's Activities, the Principal may carry out those omitted Project Works or Macquarie's Activities itself or by engaging a Rail Contractor or the TSE Contractor.
- (b) The Principal must ensure that it and the TSE Contractor or any Rail Contractor it engages to carry out those omitted Project Works or Macquarie's Activities does not put Macquarie (or the D&C Contractor) in breach of its obligations under the Rail Safety National Law and Rail Safety Regulations.

35.15 No liability unless Variation Order

- (a) Macquarie will not be entitled to make any Claim against the Principal arising out of, or in any way in connection with, any Variation, except where Macquarie is directed to implement a Variation pursuant to a Variation Order issued by the Principal under this clause 35 or where clauses 35.3, 35.6, 36.3(b), or 54.1 apply.
- (b) Subject to clause 35.15(c), if:
 - (i) the Principal's Representative issues a Variation Order;
 - (ii) the Variation the subject of the Variation Order did not arise from any wrongful act or omission of Macquarie or any of its Associates or any breach of a Project Document by Macquarie; and
 - (iii) Macquarie has provided the Principal's Representative with a Variation Impact Proposal which complies with the requirements of clause 35.2(c), including details of the effect that Macquarie anticipates the Variation will have on:

- (A) Macquarie's ability to satisfy its obligations under a Project Document (including any warranties given by Macquarie under a Project Document) and exercise its rights under a Project Document; and
- (B) the functionality or integrity of the elements of Macquarie's Activities, the Project Works and the Temporary Works and the quality or performance standards required by a Project Document, including:
 - (aa) the elements of Macquarie's Activities, the Project Works and the Temporary Works that will be affected;
 - (bb) how and to what extent the functionality or integrity of those elements will be affected; and
 - (cc) the quality or performance standards affected and how and to what extent they will be affected,

then Macquarie's liability under this deed will be reduced to the extent that liability arises as a result of:

- (iv) the matters notified by Macquarie in the Variation Impact Proposal; and
- (v) the actual adverse effect which the Variation has upon:
 - (A) Macquarie's ability to satisfy its obligations under this deed and exercise its rights under this deed; and
 - (B) the functionality or integrity of the elements of Macquarie's Activities, the Project Works and the Temporary Works or the quality or performance standards required by this deed.
- (c) If Macquarie fails to notify the Principal's Representative of any adverse effect of the Variation on:
 - (i) Macquarie's ability to satisfy its obligations under a Project Document (including any warranties given by Macquarie under a Project Document); or
 - (ii) the functionality or integrity of the elements of Macquarie's Activities, the Project Works and the Temporary Works and the quality or performance standards required by a Project Document, including:
 - (A) the elements of Macquarie's Activities, the Project Works and the Temporary Works that will be affected;
 - (B) how and to what extent the functionality or integrity of those elements will be affected; or
 - (C) the quality or performance standards affected and how and to what extent they will be affected,

then:

- (iii) Macquarie will be deemed to have warranted to the Principal that the Variation does not have any such adverse effect and the Variation will not limit or otherwise affect Macquarie's obligations or liabilities under a Project Document; and
- (iv) the Variation will not be taken to limit or otherwise affect Macquarie's obligations or liabilities under a Project Document.

35.16 **Template**

Schedule B21 contains a template which the parties may use to document a Principal initiated Variation. The parties are not obliged to use this template.

35.17 **Pending Changes**

- (a) Subject to clause 35.17(b), the parties acknowledge and agree that:
- (i) at the Commencement Date:
 - (A) the scope of work relating to the Pending Changes has not been fully defined;
 - (B) the parties intend that the scope will be developed by Macquarie after the Commencement Date in accordance with this clause 35.17; and
 - (C) no SDD Program or other time and cost allowance has been made in this deed for the carrying out of the scope of work relating to the Pending Changes;
 - (ii) the details and drawings regarding each Pending Change included in Schedule A22 must be further developed by Macquarie and provided to the Principal on a regular progressive basis for review by the Principal prior to the submission of the relevant Variation Impact Proposal;
 - (iii) Macquarie must, no later than [REDACTED] finalise the design and scope for all Pending Changes, including the design and scope under the OSD PDA, and provide to the Principal a Variation Impact Proposal in respect of each Pending Change in accordance with clause 35.2 as if a Variation Impact Request had been issued by the Principal, which:
 - (A) includes details of the relief Macquarie considers it requires under this deed (if any), including under the SWTC, Schedule A2, the Site Access Schedule and clauses 7, 9, 10, 11, 12, 16, 17, 20, 21 and elsewhere as applicable;
 - (B) includes Macquarie's proposed total Variation Cost (excluding the costs under paragraph (d) of the definition of Variation Cost) and time impact of the relevant Pending Change; and
 - (C) includes Macquarie's aggregate proposed total cost and time impact of all the Pending Changes for which Variation Impact Proposals have been submitted by the date of such Variation Impact Proposal, as if a Variation Impact Request for each Pending Change had been issued by the Principal;
 - (iv) for the purposes of establishing the cost and time impact of each Pending Change, the relevant details in Revised Design Stage 1 will be treated as the baseline:
 - (A) subject to the correction of any non-compliances identified by the Principal in its review of such design pursuant to clause 20; and
 - (B) to the extent such design satisfies the requirements of the SWTC and this deed;
 - (v) notwithstanding clause 35.15:

- (A) the Principal agrees to pay Macquarie the additional actual design and project management costs reasonably and properly incurred and substantiated by Macquarie up until and including the Commencement Date in relation to the Pending Changes of [REDACTED] excluding GST, as an upfront payment following provision of a payment claim in accordance with clause 34; and
 - (B) the Principal agrees to pay Macquarie from the Commencement Date up until the date of submission of a Variation Impact Proposal for a Pending Change, the actual design and project management costs reasonably and properly incurred and substantiated by Macquarie in respect of that Pending Change, as monthly progress payments in accordance with clause 35;
 - (C) should the Principal instruct a Variation to Macquarie to undertake a Pending Change, the amounts paid to Macquarie under clause 35.17(a)(v)(B) in respect of that Pending Change will be treated as a part payment for that Variation; and
 - (D) should the Principal not instruct a Variation for Macquarie to undertake an Optional Pending Change, the amounts paid to Macquarie under clauses 35.17(a)(iv)(A) and 35.17(a)(iv)(B) in respect of that Optional Pending Change will be retained by Macquarie as compensation for the design and project management it has performed in respect of that Pending Change.
- (b) The Principal's Representative may, in its absolute discretion, elect not to proceed with the Optional Pending Change by giving written notice to Macquarie, provided that such notice is provided no later than [REDACTED]. If the Principal elects not to proceed with the Optional Pending Change then the Principal agrees and acknowledges that the work description in the definition of Optional Pending Change will be undertaken and completed by the TSE Contractor.
- (c) Subject to the remainder of this clause 35.17 and clause 38, clauses 35.4 to 35.15 shall apply to finalising the impact of the Pending Changes on Macquarie's Activities unless the parties agree otherwise provided that the Principal must either:
- (i) if the Principal agrees with the details set out in the Variation Impact Proposal provided under clause 35.17(a)(iii), accept the Variation Impact Proposal by issuing a Variation Order; or
 - (ii) if the Principal disagrees with the details set out in the Variation Impact Proposal provided under clause 35.17(a)(iii), issue a Variation Order in accordance with clause 35.13.
- (d) Despite clause 35.4 or any other provision of this deed, the Principal may (in its absolute discretion):
- (i) to the extent allowed in clause 35.17(d)(iii), elect to delay the review of any Variation Impact Proposal received from Macquarie in relation to a Pending Change until a Variation Impact Proposal has been received by the Principal for all Pending Changes or for any particular Pending Changes the Principal determines;
 - (ii) where the Principal makes an election pursuant to clause 35.17(d):
 - (A) the Principal may consider one or more of the Variation Impact Proposals together or separately; and

- (B) the time period for the Principal's election under clause 35.4 does not commence until the last relevant Variation Impact Proposal has been received; and
- (iii) elect to extend the time period referred to in clause 35.4 up to 40 Business Days where it considers this is required to consider the Variation Impact Proposal;
- (e) The parties acknowledge and agree that:
 - (i) Macquarie must submit Design Documentation with any Variation Impact Proposal for a Pending Change that is sufficiently developed so that, for any discrete design component, part of element, the design is developed to a fixed design concept equivalent to Design Stage 1 in relation to the general details and any special details, including:
 - (A) all relevant design information, and a statement identifying areas where changes have been made to the Revised Stage 1 Design;
 - (B) a requirements analysis, allocation and traceability matrix (**RATM**) approved by the relevant AEO for all relevant requirements, and identification of changes from the Stage 1 RATM and associated Design Documentation;
 - (C) a statement from Macquarie confirming that all documents included in Schedule C3, other than those submitted as part of the Revised Design Stage 1, have not changed and can be relied on as forming part of the Revised Design Stage 1 package; and
 - (D) design reports, including updates to the Revised Design Stage 1 Design Documentation or new design reports as required; and
 - (ii) provided the Design Documentation submitted complies with clause 35.17(e)(i) and the Principal accepts the Variation Impact Proposal and issues a Variation Order, such design will be deemed to constitute Revised Design Stage 1 for the purposes of this deed.
- (f) Subject to clause 38, the parties acknowledge and agree that clause 37 applies in relation to the payment of Variation Costs pursuant to this clause 35.17 and Schedule E6 of the OSD PDA applies in relation to an [REDACTED]
- (g) Macquarie must use reasonable endeavours to:
 - (i) ensure that the Pending Changes are carried out in a cost effective manner, using value engineering; and
 - (ii) minimise and mitigate the cost and time impact of each Pending Change.

35.18 Variations required as a consequence of OSD Variations

If the OSD Developer has determined under clause 26.2(c)(vi) of the OSD PDA that an OSD Variation proposed by the Principal under clause 25.1 of the OSD PDA cannot be implemented unless a corresponding Variation is implemented under this deed (**Corresponding Variation**):

- (a) Macquarie must issue to the Principal a Variation Impact Proposal for that Corresponding Variation in accordance with clause 35.2 within 5 Business Days after the date of the OSD Developer's determination;

- (b) The Principal may only elect to not proceed with the Corresponding Variation pursuant to clause 35.4(c) if:
 - (i) the Principal has elected not to proceed with, or has withdrawn, the OSD Variation pursuant to clause 24 of the OSD PDA;
 - (ii) the parties have agreed that the Corresponding Variation is not required to enable the OSD Variation to be implemented; or
 - (iii) the OSD Developer's determination has been referred to dispute resolution pursuant to clause 38 of the OSD PDA and the expert or arbitrator (as applicable) has determined that the Corresponding Variation is not required to enable the OSD Variation to be implemented; and
- (c) If the Principal rejects the Variation Impact Proposal for the Corresponding Variation pursuant to clause 35.7:
 - (i) the Principal must require that the parties consult in good faith and use their reasonable endeavours to agree on a mutually acceptable resolution to the matters set out in the Variation Impact Proposal which are in dispute pursuant to clause 35.7; and
 - (ii) if the parties are unable to reach agreement within 20 Business Days after the Principal rejects the Variation Impact Proposal, the Principal must refer the matter for dispute resolution pursuant to clause 35.9; and
 - (iii) following determination of the dispute, the Principal must require Macquarie to implement the Variation in accordance with the Variation Impact Proposal as varied by the determination pursuant to clause 35.11(a).

36. **MACQUARIE INITIATED VARIATIONS**

36.1 **Macquarie may propose a Variation**

Macquarie may propose a Variation by giving a written notice to the Principal's Representative with details of:

- (a) the proposed Variation;
- (b) the reason for the proposed Variation;
- (c) the time within, and the manner in which, Macquarie proposes to implement the proposed Variation;
- (d) the effect the proposed Variation will have on the SDD Program (including any extension of time required to a Date for Milestone Achievement, Date for Construction Completion or Date for Completion);
- (e) any Approvals required to implement the proposed Variation, and the effect of the proposed Variation on any existing Approvals and any OSD Planning Approval and on the ability of Macquarie and the OSD Developer to comply with those Approvals;
- (f) the effects which the proposed Variation will have on Macquarie's ability to satisfy its obligations under a Project Document (including any warranties given by Macquarie under a Project Document) and exercise its rights under a Project Document;
- (g) the effect which the proposed Variation will have on any works carried out by the Rail Contractors;

- (h) whether an OSD Variation will be required to enable the proposed Variation to be implemented, or as a consequence of the proposed Variation;
- (i) whether the Variation is required to enable an OSD Variation to be implemented under clause 27 of the OSD PDA, or as a consequence of an OSD Variation;
- (j) whether the Variation will give rise to, or is likely to give rise to, a Material Impact; and
- (k) the value for money for the Principal arising from the Variation, including the Variation Savings that Macquarie expects to arise from the Variation.

36.2 Principal may approve or reject

- (a) If Macquarie gives a notice under clause 36.1, the Principal:
 - (i) will consider Macquarie's proposed Variation in good faith; and
 - (ii) subject to clause 36.3, may:
 - (A) approve (with or without conditions) the proposed Variation in its absolute discretion by issuing a Variation Approval to Macquarie; or
 - (B) reject the proposed Variation in its absolute discretion; and
 - (iii) will be under no obligation to approve the proposed Variation for the convenience of or to assist Macquarie.
- (b) If the Principal issues a Variation Approval under clause 36.2(a)(ii)(A) without conditions:
 - (i) Macquarie must proceed to implement the Variation on the basis set out in the Variation Approval; and
 - (ii) Macquarie will be relieved of its obligations under this deed to the extent specified in the Variation Approval.
- (c) If the Principal issues a Variation Approval under clause 36.2(a)(ii)(A) with conditions:
 - (i) Macquarie may proceed to implement the Variation on the basis set out in the Variation Approval, in which case Macquarie will be relieved of its obligations under this deed to the extent specified in the Variation Approval; or
 - (ii) Macquarie may withdraw the proposed Variation if Macquarie, acting reasonably, does not accept any of the conditions attached to the Variation Approval.

36.3 Variation required as a result of a Change in Law or Planning Approval modification

- (a) To the extent that any Variation requested by Macquarie is required to ensure that the Project Works and Temporary Works comply with a Change in Law or a modification to the Planning Approval (other than the Project Planning Approval Modification), the Principal must, in its discretion, either:
 - (i) approve the Variation proposed by Macquarie by issuing a Variation Approval;

- (ii) direct Macquarie to carry out a Variation in accordance with clause 35 to ensure that the Project Works and the Temporary Works comply with the Change in Law or the modification to the Planning Approval (as applicable); or
 - (iii) take such other action as the Principal reasonably considers necessary to ensure the Project Works and the Temporary Works comply with the Change in Law or the modification to the Planning Approval (as applicable).
- (b) If the Principal approves or directs a Variation in accordance with clause 36.3(a)(i) or clause 36.3(a)(ii):
- (i) Macquarie must proceed to implement the Variation on the basis of Macquarie's notice under clause 36.1 or in accordance with clause 35 (as applicable) and clause 37 will apply with respect to that Variation; and
 - (ii) if the Variation is required to ensure that the Project Works or the Temporary Works comply with a Compensable Change in Law or a modification to the Planning Approval contemplated in paragraph (b) of the definition of Compensation Event, clauses 23.11 and 24 will apply (and, in the case of clause 23.11, as if the Variation proposal notice given by Macquarie under clause 36.1 were a claim for an extension of time under clause 23.9 provided the proposal includes all the information required by clause 23.9).

36.4 **Macquarie to bear risks and costs**

Unless otherwise agreed in writing by the Principal and excluding any Variation under clause 36.3, Macquarie will:

- (a) bear all risks and Costs associated with a Variation proposed by Macquarie, including:
 - (i) any amounts that are payable by Macquarie or the Principal to any of the Rail Contractors under any Project Cooperation and Integration Deeds or any other contracts entered into between the Principal and the Rail Contractors; and
 - (ii) the risk of any Material Impact arising out of or in connection with that Variation;
- (b) be responsible for managing a Variation proposed by Macquarie, including with the Rail Contractors where a Variation proposed by Macquarie impacts upon the Rail Contractors; and
- (c) not be entitled to make any Claim against the Principal arising out of, or in any way in connection with, a Variation proposed by Macquarie (including any Variation that has a Material Impact, regardless of whether or not that Material Impact was identified in any notice given by Macquarie under clause 36.1),

including where the Principal issues a Variation Approval in relation to such Variation.

37. **VARIATION COSTS AND VARIATION SAVINGS**

- (a) If:
 - (i) a Variation directed by the Principal under clause 35 results in Variation Costs; or

- (ii) Variation Costs are payable to Macquarie under clauses 23.11(f) or are otherwise required by an express provision of this deed to be valued as a Variation,

then:

- (iii) if the Principal directed Macquarie to implement a Variation under clause 35.10(a) or clause 35.13 or the quantum of Variation Costs payable to Macquarie under clause 23.11(f) is the subject of a Dispute, the Principal must pay Macquarie its Variation Costs:

- (A) pending agreement between the parties or determination of the Variation Costs in accordance with clause 52, as reasonably determined by the Principal; and
- (B) following determination or agreement between the parties, as so determined or agreed,

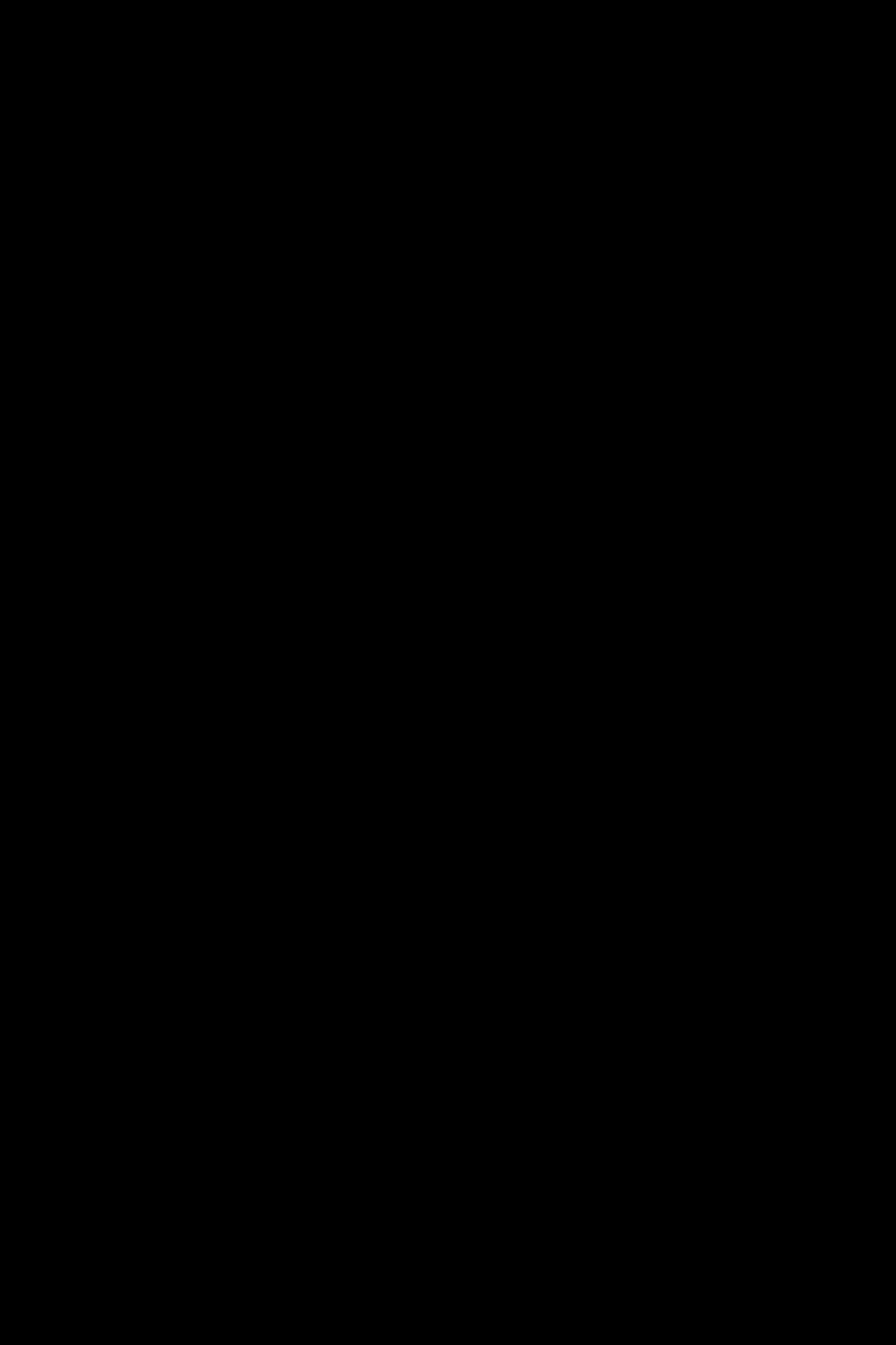
progressively within 16 Business Days after each month in which the relevant work was undertaken. If the Variation Costs paid under clause 37(a)(iii)(A) are more or less than the Variation Costs for the relevant month as subsequently determined or agreed, the difference must be paid by the relevant party to the other; or

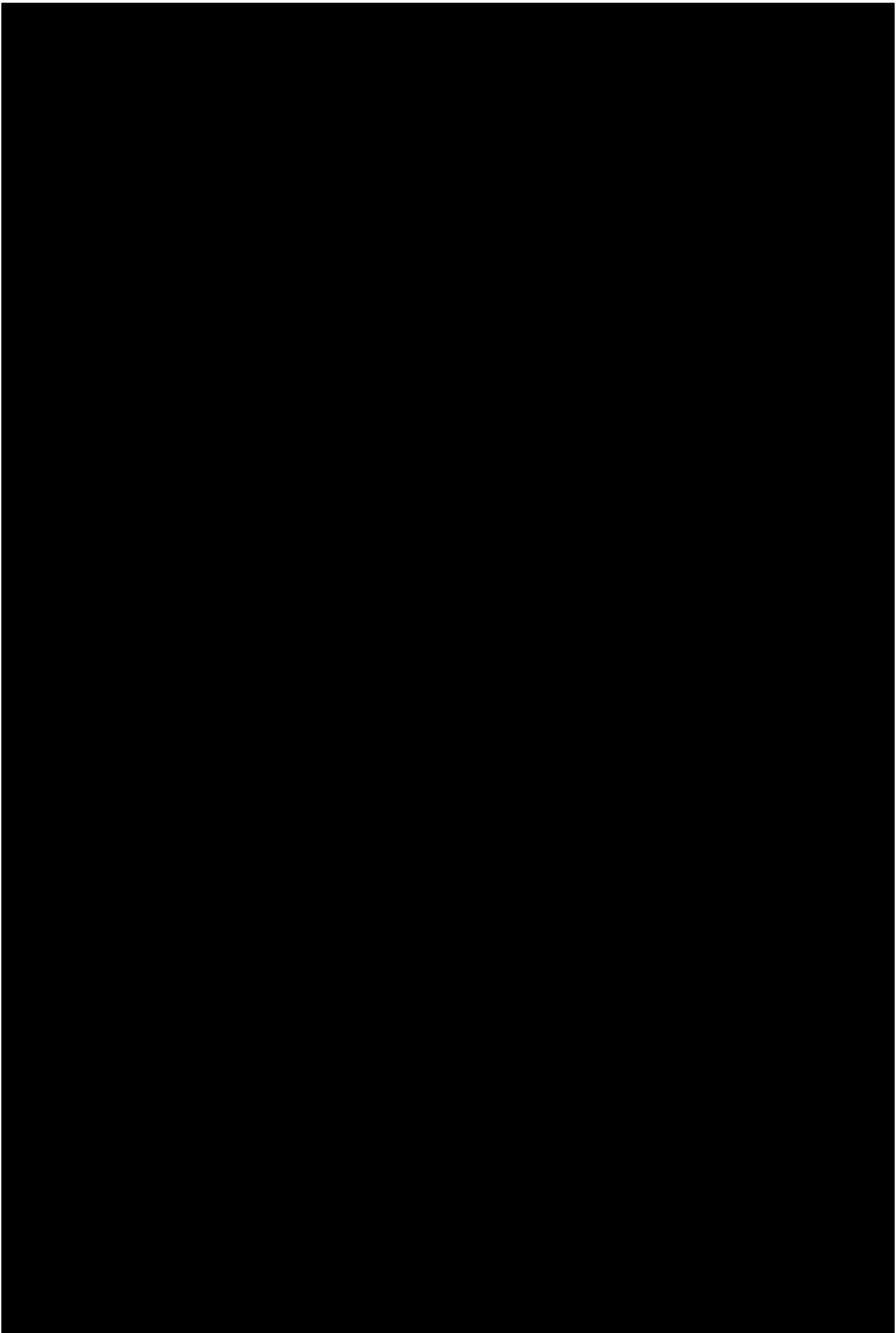
- (iv) otherwise:

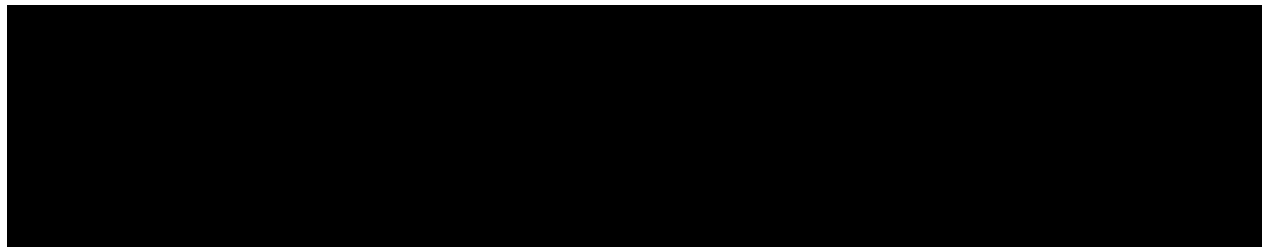
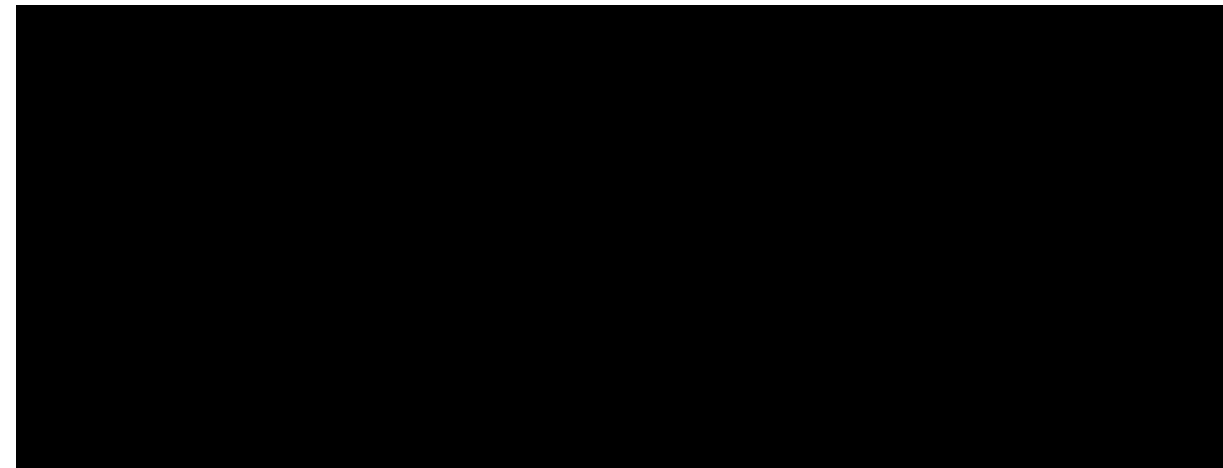
- (A) Macquarie may claim the Variation Costs progressively within 16 Business Days after each month in which the relevant work was undertaken unless agreed between the parties; and
- (B) the Principal must pay Macquarie the Variation Costs within 10 Business Days after receiving Macquarie's claim under clause 37(a)(iv)(A).

- (b) The parties acknowledge that, in the calculation of any Variation Costs, there must not be any double counting of any amounts (including, where Variation Costs are payable in connection with a Compensation Event, any double counting of any amounts included in the calculation of the Delay Costs payable with respect to that Compensation Event).
- (c) If a Variation directed by the Principal under clause 35 results in overall Variation Savings (or a Variation approved by the Principal under clause 36.2 is expected to result in Variation Savings, as advised by Macquarie under clause 36.1), the parties agree that:
 - (i) in the case of a Variation directed by the Principal under clause 35, the Principal is entitled to receive █████ of any Variation Saving; and
 - (ii) in the case of a Variation approved by the Principal under clause 36.2, the Principal is entitled to receive █████ of the Variation Savings agreed between the parties at the time the Principal issues the relevant Variation Order.
- (d) If a Variation is implemented under this deed to enable Macquarie to comply with a Change in Law or Change in Codes and Standards and that Variation gives rise to Variation Savings, or a Change in Law or Change in Codes and Standards otherwise results in cost savings, the Principal is entitled to █████ of the Variation Savings or cost savings (as applicable).

- (e) If Variation Savings or cost savings are payable to the Principal under clause 37(c) or clause 37(d), they will be:
 - (i) set off against the Variation Costs payable by the Principal to Macquarie under clause 37(a) and the amounts payable by the Principal to Macquarie under clause 34; and
 - (ii) otherwise, paid by Macquarie to the Principal progressively within 10 Business Days after the end of each month in which the relevant work which has been deleted or omitted would have been undertaken but for the Variation.
- (f) Notwithstanding any other provision in this deed, to the extent the Variation Costs payable to Macquarie pursuant to this deed includes activities, items or costs that are the same or similar to activities, items or costs that are set out in Part 2 and Part 3 of Schedule E1, the applicable Variation Costs must be calculated using the rates set out for such activities, items or costs in Part 2 and Part 3 of Schedule E1.
- (g) Subject to clauses 35.7A and 38.4, this clause 37 is an exhaustive code of Macquarie's rights in any way in connection with any Variation. Macquarie waives all rights at Law to make any Claim against the Principal in any way in connection with any of the matters set out in this clause 37, otherwise than in accordance with this deed.







39. CHANGE IN LAW

39.1 Change in Codes and Standards

- (a) Where there is a Change in Codes and Standards:
 - (i) Macquarie must give a written notice to the Principal's Representative within 20 Business Days after the date on which it first become aware of (or ought reasonably to have first become aware of) the Change in Codes and Standards, containing:
 - (A) details of the Change in Codes and Standards; and
 - (B) an estimate of Macquarie's increased or decreased costs of complying with that Change in Codes and Standards, including sufficient information to support the estimate as well as the information referred to in clause 35.2(c); and
 - (ii) if a notice is given by Macquarie which complies with clause 39.1, then within 10 Business Days after the date of the notice, the Principal's Representative must either:
 - (A) direct Macquarie to disregard the Change in Codes and Standards; or
 - (B) direct Macquarie to implement a Variation under clause 35.13 to enable Macquarie to comply with the Change in Codes and Standards.
- (b) If the Principal's Representative gives a notice under clause 39.1(a)(ii)(A), Macquarie will not be regarded as being in breach of this deed to the extent that it disregards the relevant Change in Codes and Standards.
- (c) Subject to clause 39.1(d), if the Principal gives a notice under clause 39.1(a)(ii)(B), Macquarie will not be entitled to be paid the Variation Cost of the Variation:
 - (i) except to the extent that, as at the date of the notice given by the Principal under clause 39.1(a)(ii)(B), the relevant Design Documentation complied, or

would have complied, with the requirements of this deed (but for the relevant Change in Codes and Standards), including any requirement that the Design Documentation be fit for its intended purpose (or any similar reference); or

- (ii) to the extent that, notwithstanding the Change in Codes and Standards, Macquarie would have had to make a change to the Project Works or the Temporary Works or a change to the methods of construction used in carrying out the Project Works or the Temporary Works, in order that the Project Works and the Temporary Works be fit for their intended purpose (or any similar reference).
- (d) Clause 39.1(c)(i) will not disentitle Macquarie to the Variation Cost of the Variation where the relevant non-compliance in the Design Documentation is a minor non-compliance that is capable of correction without the need for any significant redesign of the relevant part of the Project Works or the Temporary Works.

39.2 **Changes in Law**

Subject to clauses 23.11, 24 and 36.3 and subject to the Call Option Deed (Retail Lot North) and the Call Option Deed (Retail Lot South), Macquarie will be liable for the consequences of, and will have no Claim against the Principal arising out of or in any way in connection with, a Change in Law.

39.3 **Implementation of Change in Law**

To the extent it is able to do so, on reasonable request, the Principal must use reasonable endeavours (without having to incur additional cost) to avail Macquarie of any relief, implementation arrangements or programs which are extended to the Principal in respect of compliance with any Change in Law (other than any Compensable Change in Law).

40. **ADVERTISING AND SIGNAGE**

40.1 **Advertising and signage**

- (a) Notwithstanding any other provision of this clause 40, Macquarie must obtain the Principal's prior written consent to the installation or display of any art, advertising, signage or other display within Martin Place Metro Station or the Retail Lot if any aspect of that art, advertising, signage or display would impact upon, or could reasonably be expected to impact upon:
 - (i) the fire and life safety requirements specified in Appendix 43 to the SWTC;
 - (ii) any wayfinding signage or infrastructure; or
 - (iii) the operation of Sydney Metro City & Southwest.
- (b) Subject to clauses 40.1(a) and (d), Macquarie may:
 - (i) sell advertising space and place advertisements; and
 - (ii) place art, signage and displays,within Martin Place Metro Station and the Retail Lot in accordance with this clause 40 and Appendix 11 to the SWTC.
- (c) Provided that Macquarie have complied with their obligations under this clause 40.1, Macquarie will be entitled to retain any revenue derived from the sale of

advertising space or the installation of any art, signage or display pursuant to clause 40.1(b).

- (d) Any advertising, art, signage or display within Martin Place Metro Station and the Retail Lot must:
 - (i) comply with the requirements of the SWTC;
 - (ii) comply with all applicable Approvals and Laws;
 - (iii) comply with codes of conduct, codes of ethics and codes of advertising for the advertising industry prepared or adopted by the Advertising Standards Bureau of Australia, the Classification Board and the Australian Association of National Advertisers;
 - (iv) not depict political, religious, racist, sexually explicit, offensive or other similar subject matter;
 - (v) not resemble or be capable of confusion with directional or informational signs either by shape, size or colour; and
 - (vi) not interfere with the operation of Sydney Metro City & Southwest.
- (e) The parties acknowledge that:
 - (i) this clause 40 applies from the Commencement Date up to the Last Date of Completion; and
 - (ii) the Building Management Statement will apply in relation to the parties' advertising and signage rights and obligations during the period of operation of Martin Place Metro Station.

40.2 **Electronic signage**

- (a) Macquarie must ensure that any electronic signage installed by Macquarie within Martin Place Metro Station or the Retail Lot pursuant to clause 40.1 complies with Appendix 11 and 18 to the SWTC.
- (b) If any accident, event or occurrence which causes or has the potential to cause death, serious injury or significant disruption to any person occurs, the Principal or its nominee may use the electronic signage referred to in clause 40.2(a) to display emergency announcements and information.
- (c) The Principal is not required to obtain consent from, or give notice to, Macquarie, the Retail Lessee or any Sub-Tenant before exercising its rights under clause 40.2(b).

41. **RISKS AND INSURANCE**

41.1 **Responsibility for care of the Project Works**

- (a) Subject to clauses 23.11, 24 and 41.1(d), Macquarie is, in respect of each Portion, responsible for the care of, and bears the risk of destruction, loss or damage to:
 - (i) Macquarie's Activities, the Project Works, the Temporary Works, the Macquarie Construction Site and any Extra Land, from the Commencement Date;

- (ii) any Extra Land from the date Macquarie procures access to such Extra Land; and
 - (iii) the Principal Construction Site, from the Construction Licence Commencement Date,
- up to and including:
- (iv) to the extent the relevant Macquarie's Activities, the Project Works, the Temporary Works, the Macquarie Construction Site, any Extra Land or the Principal Construction Site relate to Portion 1 and not to any Portion other than Portion 1, the Date of Construction Completion of Portion 1; and
 - (v) subject to clause 41.1(a)(iv), the Date of Completion of the relevant Portion.
- (b) After the time referred to in clause 41.1(a), subject to clause 41.1(d), Macquarie will bear the risk of any destruction, loss of or damage to the Project Works, the Temporary Works, the Construction Site, any Extra Land and Martin Place Metro Station arising from:
- (i) any act or omission of Macquarie or its Associates during the Defects Correction Period (including any extension to a Defects Correction Period under clause 30) or any other Macquarie's Activities; or
 - (ii) any event which is notifiable pursuant to, or which has been notified in accordance with, the Insurances under clause 41.3 which occurred while Macquarie was responsible for the care of the relevant part of Macquarie's Activities, the Project Works, the Temporary Works, the Construction Site, any Extra Land or Martin Place Metro Station under clause 41.1(a) in connection with Macquarie's Activities.
- (c) Subject to clause 41.1(d), Macquarie must:
- (i) in accordance with clause 41.14, (at its own Cost) promptly make good any destruction, loss or damage for which Macquarie bears the risk under this clause 41; and
 - (ii) indemnify the Principal against Loss resulting from such destruction, loss or damage.
- (d) This clause 41.1 does not apply to the extent that any destruction, loss or damage:
- (i) for which Macquarie:
 - (A) would otherwise have been responsible; or
 - (B) bears the risk; or
 - (ii) in respect of which Macquarie is obliged to indemnify the Principal against under clause 41.1(c)(ii),
- results from an Excepted Risk.
- (e) Where any destruction, loss or damage arises to any extent from an Excepted Risk:
- (i) Macquarie must, where directed by the Principal's Representative to do so, make good or repair the destruction, loss or damage; and

- (ii) the destruction, loss or damage (where a direction to repair or make good is not given) or that making good or repair (where a direction to repair or make good is given) will, to the extent the destruction, loss or damage arises from an Excepted Risk, be treated as if it were a Variation directed by the Principal and clause 35 will apply.

41.2 **Principal's insurance**

- (a) The Principal must, on or before Financial Close, effect and thereafter maintain:

- (i) contract works (material damage) insurance;
- (ii) public and products liability insurance; and
- (iii) delay in start-up insurance (**DSU Insurance**),

including for the benefit of each member of the Macquarie Group as at the Commencement Date, and for the benefit of the D&C Contractor at nil premium cost to them in respect of the contract works (material damage) insurance and public and products liability insurance, on the terms of the policies referred to in Schedule E5.

- (b) The Principal's Insurances are subject to the exclusions, conditions, deductibles and excesses noted on the Principal's Insurance policies and Macquarie 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 Macquarie or its Associates may be exposed and are subject to deductibles and limits;
- (iii) Macquarie may, at its cost, elect to effect insurance for any risk or liability which is not covered by the Principal's Insurances;
- (iv) if Macquarie makes a claim under any Principal's Insurance (including in respect of any destruction, loss or damage for which Macquarie bears the risk under clause 41.1 or any risk against which Macquarie indemnifies a State Indemnified Party under clause 42.1) and the event giving rise to that claim was not caused by the Principal or a Rail Contractor, Macquarie will bear the Cost of any excesses, deductibles or self-insured retentions payable under the Principal's Insurance in connection with that claim;
- (v) the DSU Insurance is effected by the Principal for the benefit of Macquarie, and Macquarie warrants that it has complied with the duty of disclosure owed to the insurer and that information provided by Macquarie for provision to the insurer for the purposes of disclosure and the proposal is, to the best of Macquarie's knowledge, full, true, and correct and does not exclude information that may have affected the insurers decision to insure and on what terms; and
- (vi) a failure by it to comply with the duty of disclosure to the DSU Insurance insurer may entitle the insurer to void the policy or to reduce its liability for a claim and in such circumstances Macquarie agrees that the Principal is not responsible for the avoidance of the policy by the insurer or any reduction in the insurer's liability for a claim and Macquarie agrees not to bring any claim against the Principal for compensation.

41.3 **Macquarie's Insurance obligations**

Macquarie must effect and maintain, or cause to be effected and maintained, the following Insurance:

- (a) workers compensation insurance referred to in clause 41.4;
- (b) asbestos liability insurance referred to in clause 41.5;
- (c) professional indemnity insurance referred to in clause 41.6;
- (d) Construction Plant insurance referred to in clause 41.7;
- (e) motor vehicle insurance referred to in clause 41.8; and
- (f) any other insurances required by Law.

41.4 **Workers compensation insurance**

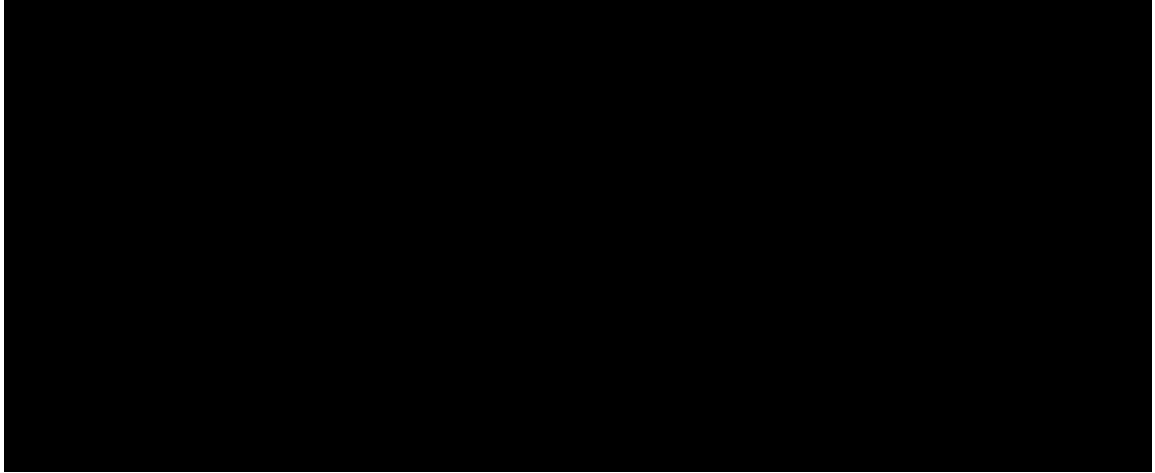
- (a) Macquarie must effect and maintain, or cause to be effected and maintained, workers compensation insurance (unless Macquarie is a licensed self-insurer under the relevant statutory scheme) which covers workers in accordance with any statute relating to workers or accident compensation:
 - (i) for the amount required by Law; and
 - (ii) in the name of Macquarie 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 Macquarie.
- (b) Macquarie 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 Macquarie for their statutory liability to persons employed, or deemed to be employed, by the Subcontractor.

41.5 **Asbestos liability insurance**

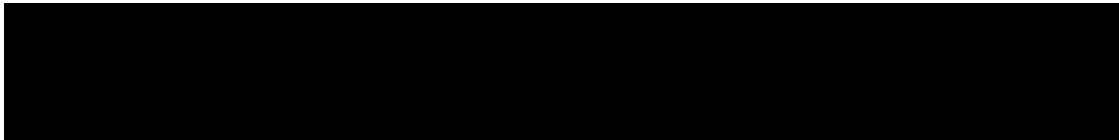
If Macquarie's Activities include any work involving asbestos or asbestos decontamination, including stripping, encapsulation or removal, Macquarie must effect and maintain (or cause to be effected and maintained) asbestos liability insurance which:

- (a) covers liability on an occurrence basis (and not a claims made basis) in respect of or in connection with the presence of asbestos and any work involving asbestos or asbestos decontamination, including stripping, encapsulation or removal that is caused by or arises out of or in connection with any act or omission of Macquarie or its Associates in connection with the carrying out of Macquarie's Activities; and
- (b) has a limit of indemnity of at least [REDACTED] for any one occurrence and in the aggregate.

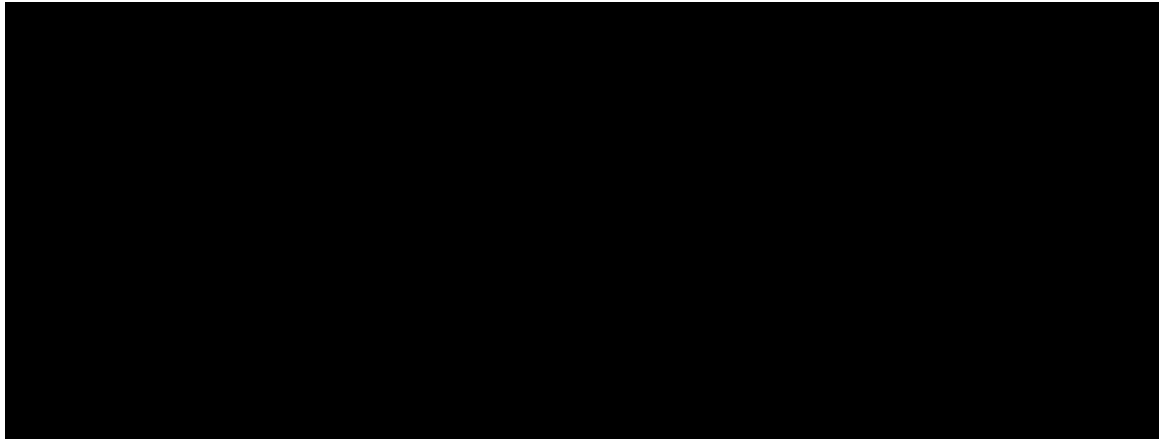
41.6 **Professional indemnity insurance**



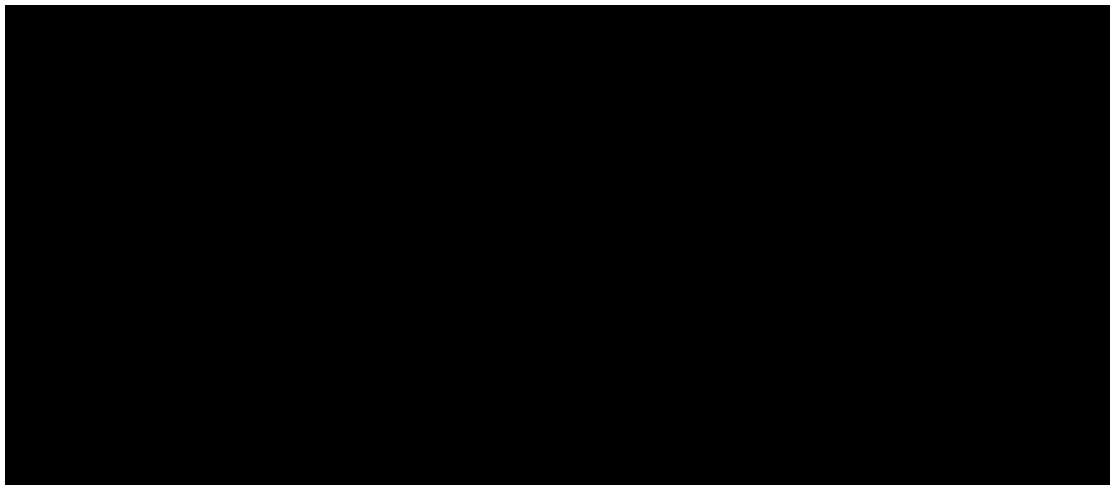
41.7 **Construction Plant insurance**

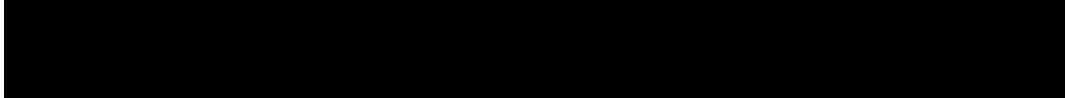


41.8 **Motor vehicle insurance**

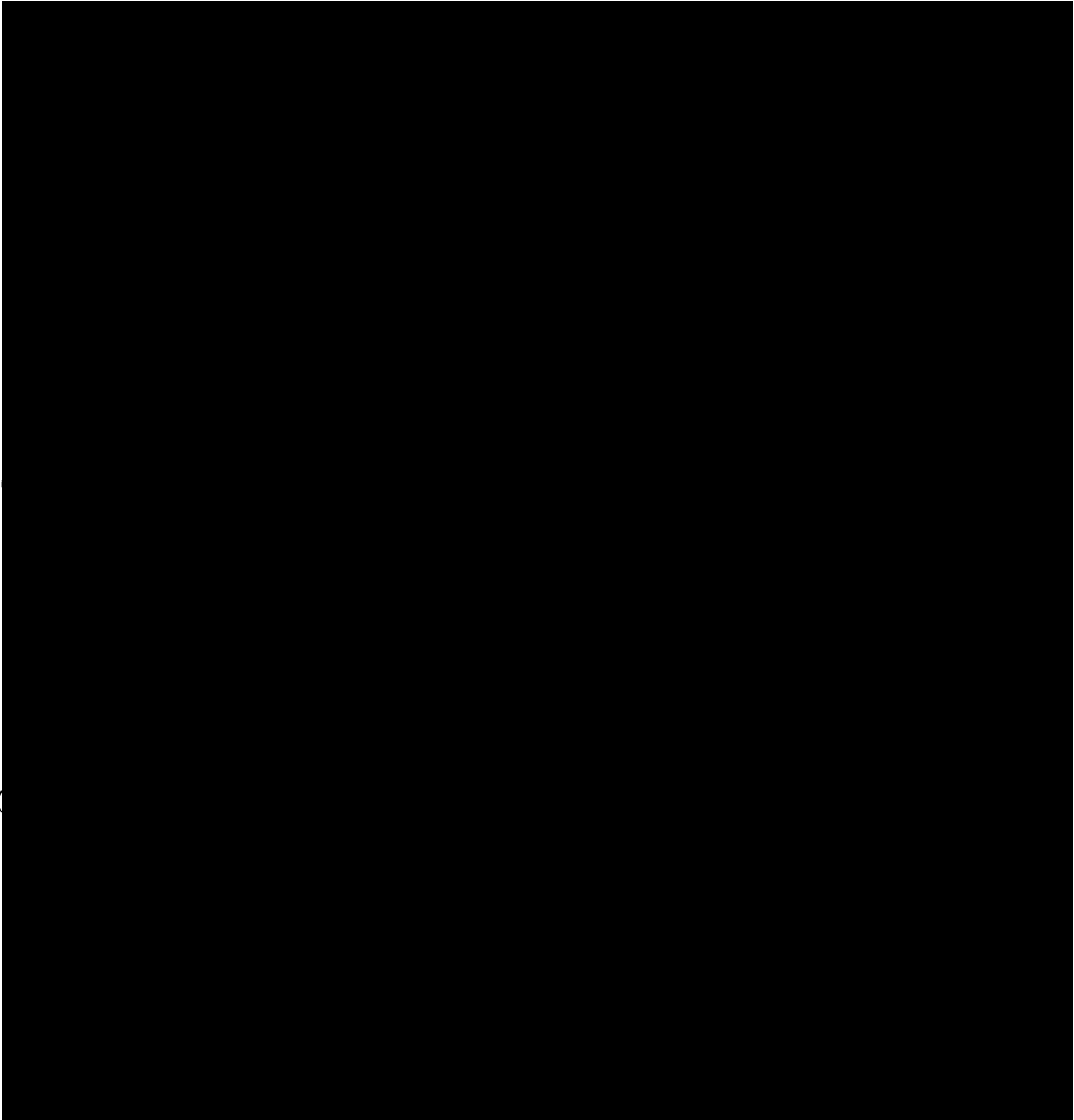


41.9 **Periods of Insurance**

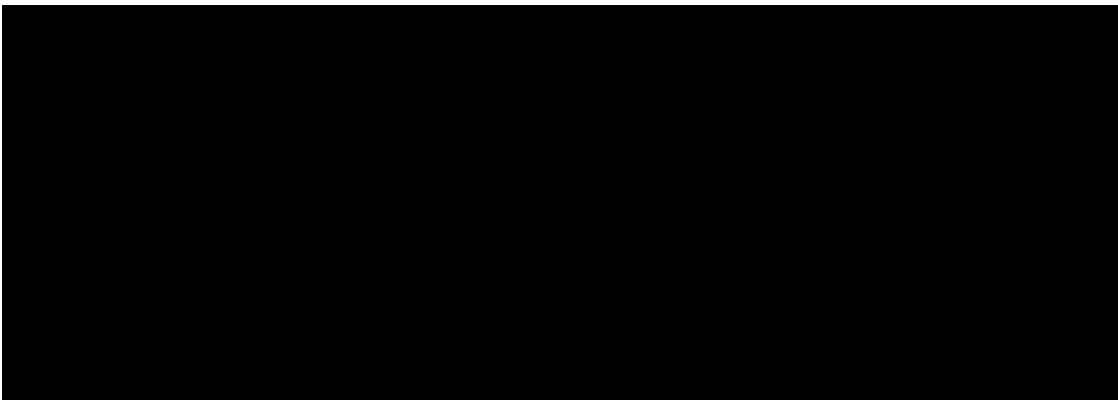


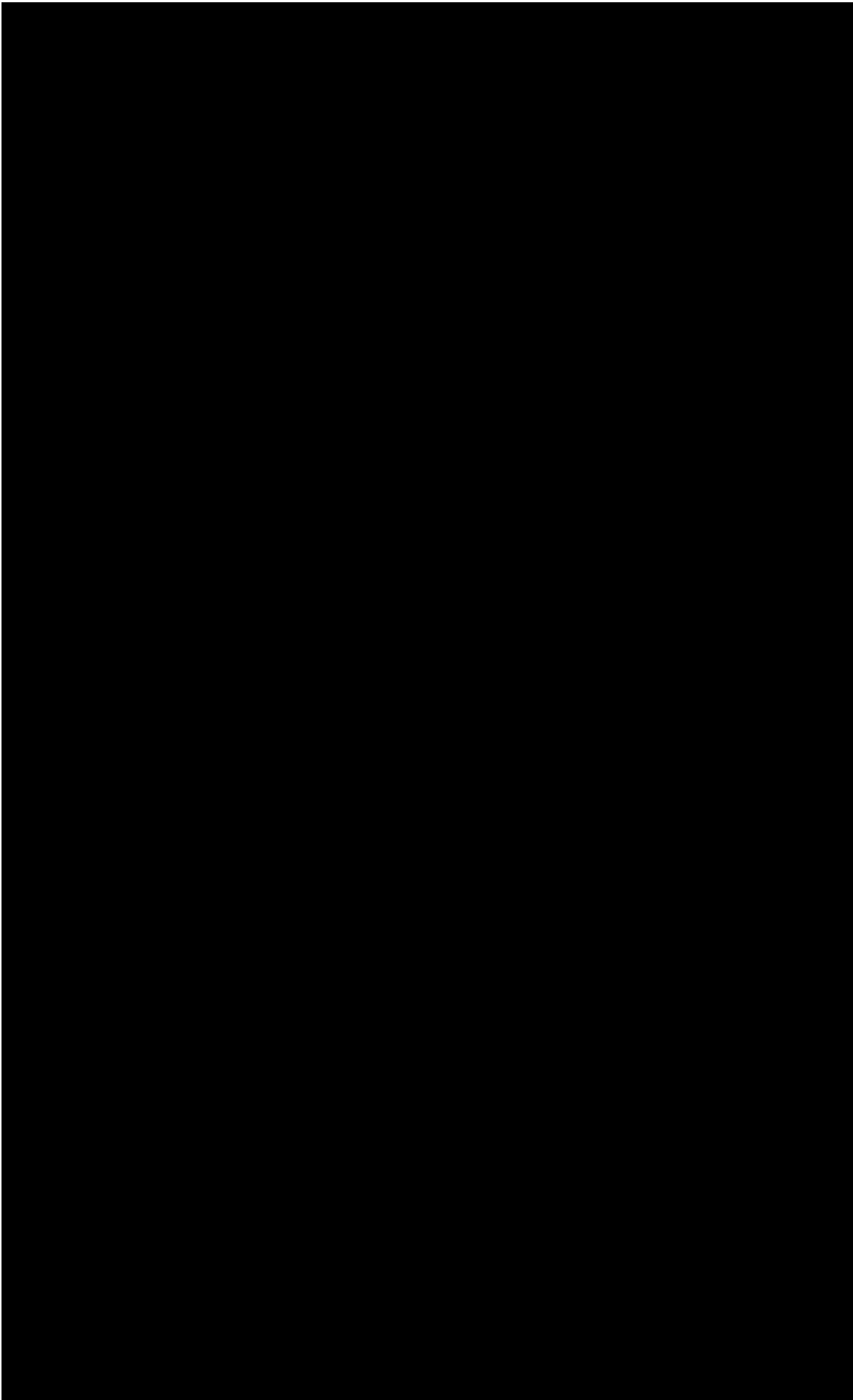


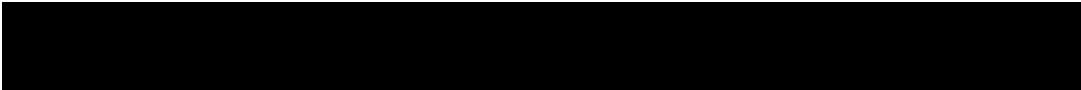
41.10 **Evidence of policies**



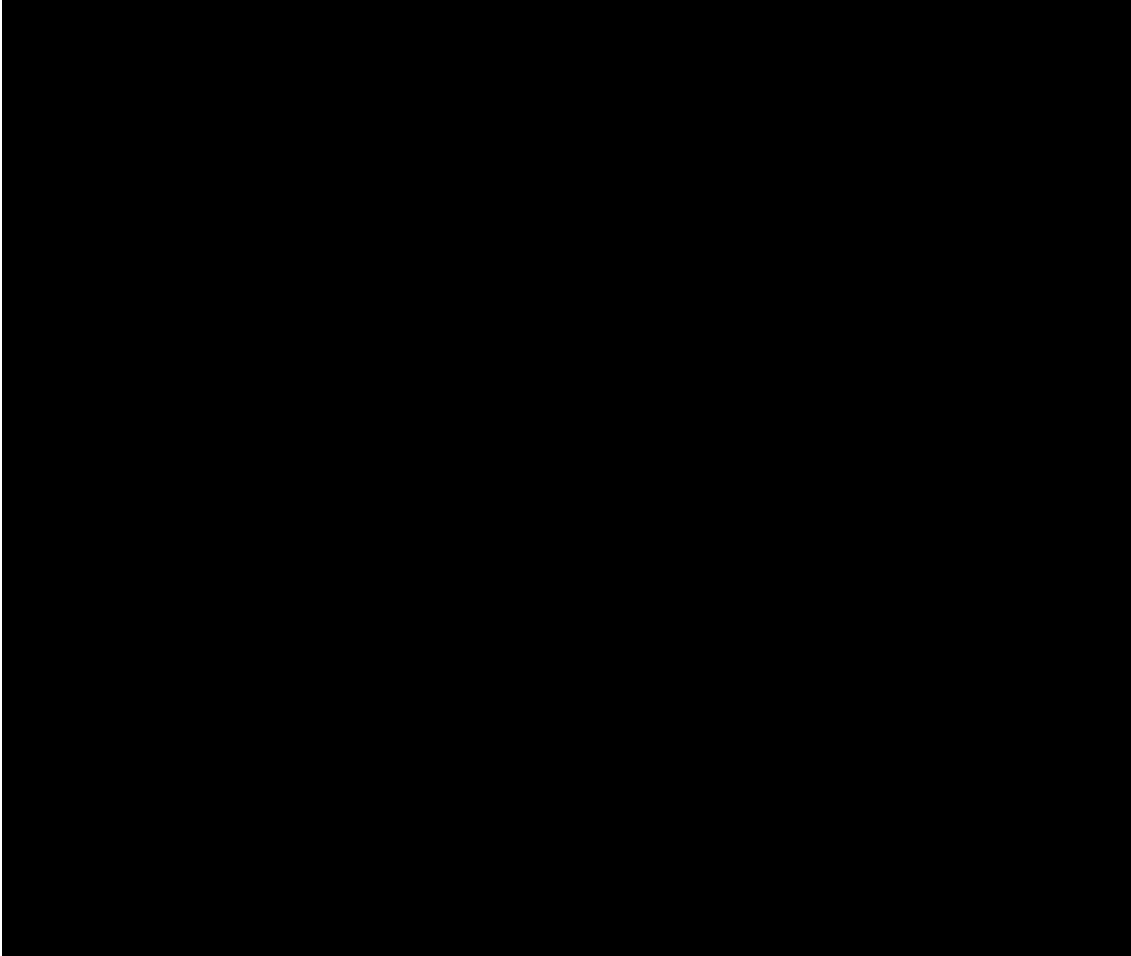
41.11 **Provisions in policies**



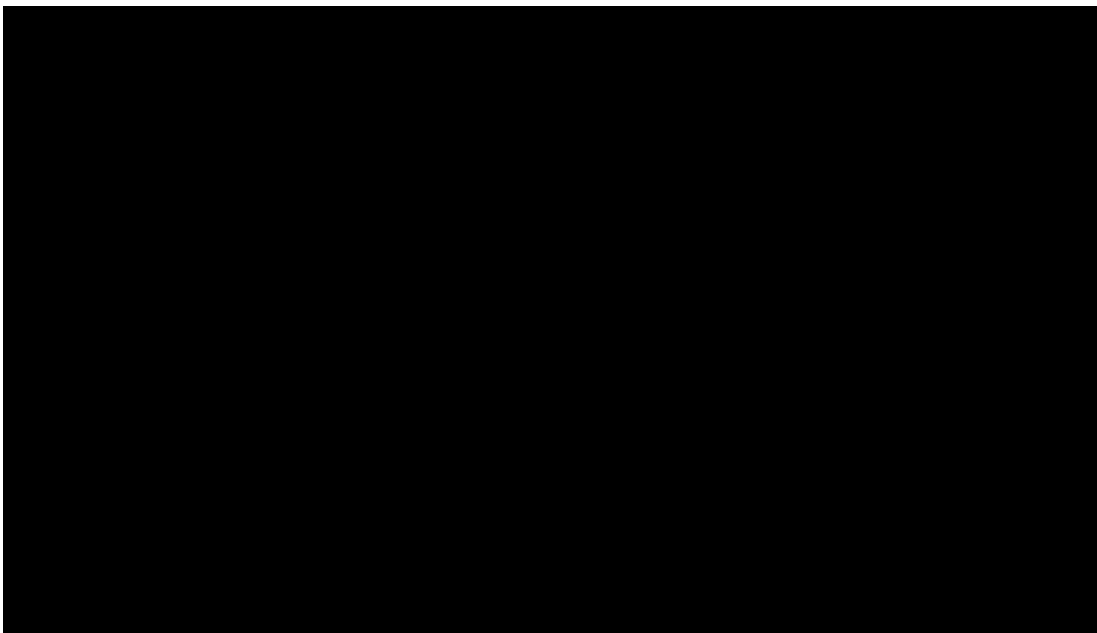


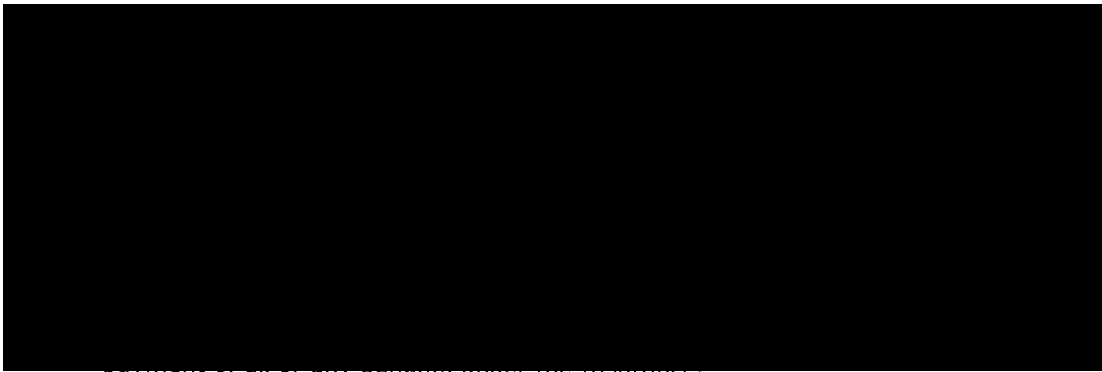


41.12 **Premiums**



41.13 **Undertaking to inform**





payments or any benefits under the insurance.

41.14 Reinstatement

- (a) If, prior to the time Macquarie ceases to be responsible under clause 41.1 for the care of a part of the Project Works, the Temporary Works or any other thing referred to in clause 41.1(a), any destruction, damage or loss occurs to the Project Works or the Temporary Works, Macquarie must:
 - (i) make secure the Project Works and the Temporary Works and the parts of the Construction Site which are still under the control of Macquarie;
 - (ii) notify:
 - (A) appropriate Authorities and emergency services; and
 - (B) the insurers for assessment,and comply with their instructions;
 - (iii) promptly consult with the Principal to agree on steps to be taken to ensure:
 - (A) the prompt repair or replacement of the destruction, loss or damage so that:
 - (aa) it complies with the SWTC; and
 - (bb) there is minimal disruption to the Project Works the Temporary Works or Macquarie's Activities; and
 - (B) that, to the greatest extent possible, Macquarie continues to comply with its obligations under this deed;
 - (iv) subject to clause 41.1(e), manage all repair and replacement activities so as to minimise the impact on the Project Works, the Temporary Works or Macquarie's Activities; and
 - (v) keep the Principal's Representative fully informed of the progress of the repair and replacement activities.
- (b) Subject to clause 41.1(e), Macquarie will bear the Cost of complying with this clause 41.14.

41.15 Application of Principal's Insurance proceeds

- (a) Subject to, and without limiting, clause 41.1, where, prior to the Last Date of Completion, the Project Works or the Temporary Works are damaged or destroyed, then:

(i) to the extent the damaged or destroyed Project Works or Temporary Works have been the subject of a payment or allowance under clause 34 or clause 34 of the D&C Contract, all insurance proceeds under the contract works (material damage) insurance required pursuant to clause 41.2 in respect of those damaged or destroyed Project Works or Temporary Works that are payable under such Principal's Insurance will be:

(A) paid to the Principal; and

(B) paid by the Principal to Macquarie (or such other entity as it may direct in writing from time to time) as progress payments under clause 34.2 as and when Macquarie or DevCo reinstates the Project Works and the Temporary Works,

and subject to clause 41.1(e), those insurance proceeds will be Macquarie's sole entitlement to payment in respect of the reinstatement of that destruction of or damage to the Project Works or the Temporary Works;

(ii) to the extent the damaged or destroyed Project Works or Temporary Works have not been the subject of a payment or allowance under clause 34 or clause 34 of the D&C Contract, the Principal will direct that all insurance proceeds under the contract works (material damage) insurance required pursuant to clause 41.2 in respect of those damaged or destroyed Project Works or Temporary Works that are payable under such Principal's Insurance will be paid to Macquarie (or such other entity as Macquarie may direct in writing from time to time) as loss payee immediately; and

(iii) payment of insurance proceeds under clause 41.15(a)(ii) will be limited to the amount that Macquarie would have been entitled to be paid for the lost or damaged work described in that clause, if not for the loss or damage. Any insurance proceeds in excess of this amount will be paid in accordance with clause 41.15(a)(i).

(b) This clause does not apply to any insurance proceeds that are payable under any Principal's Insurance in respect of an Excepted Risk, which will be retained by the Principal.

41.16 **Damage to property**

(a) Subject to clause 41.16(c), where any loss of, or destruction or damage to, real or personal property or the Environment (including any Services but excluding the Project Works or the Temporary Works) occurs arising out of, or in any way in connection with, the carrying out by Macquarie of Macquarie's Activities or a failure by Macquarie to comply with its obligations under a Project Document, Macquarie must, at its cost, promptly repair and make good any such loss, destruction or damage.

(b) If Macquarie fails to carry out any repair work under clause 41.16(a), the Principal may carry out such work or engage others to carry out such work and any Loss suffered or incurred by the Principal in doing so will be a debt due and payable from Macquarie to the Principal.

(c) This clause 41.16 does not apply where the owner of the real or personal property does not agree to Macquarie carrying out the work under clause 41.16(a).

(d) Nothing in this clause 41.16 limits the operation of the indemnity in clause 42.



41.18 **DSU Insurance**



41.19 **Liabilities of Macquarie not affected**

The effecting of Insurances does not limit the Liabilities or obligations of Macquarie under the Project Documents.

41.20 **No merger**

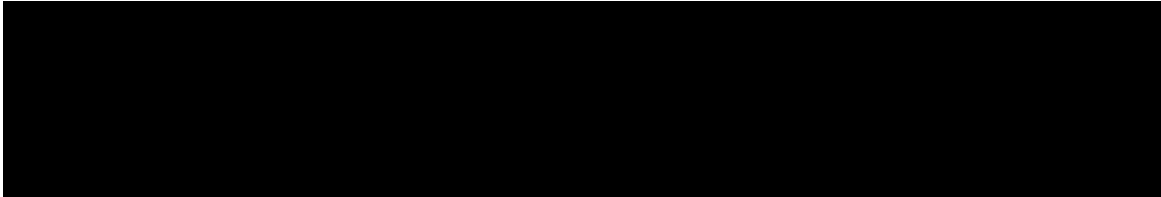
This clause 41 survives termination or expiry of this deed.

42. **INDEMNITY AND LIABILITY EXCLUSIONS**

42.1 **Indemnity from Macquarie**

Macquarie indemnifies:

- (a) the Principal;




(each a **State Indemnified Party**) from and against:

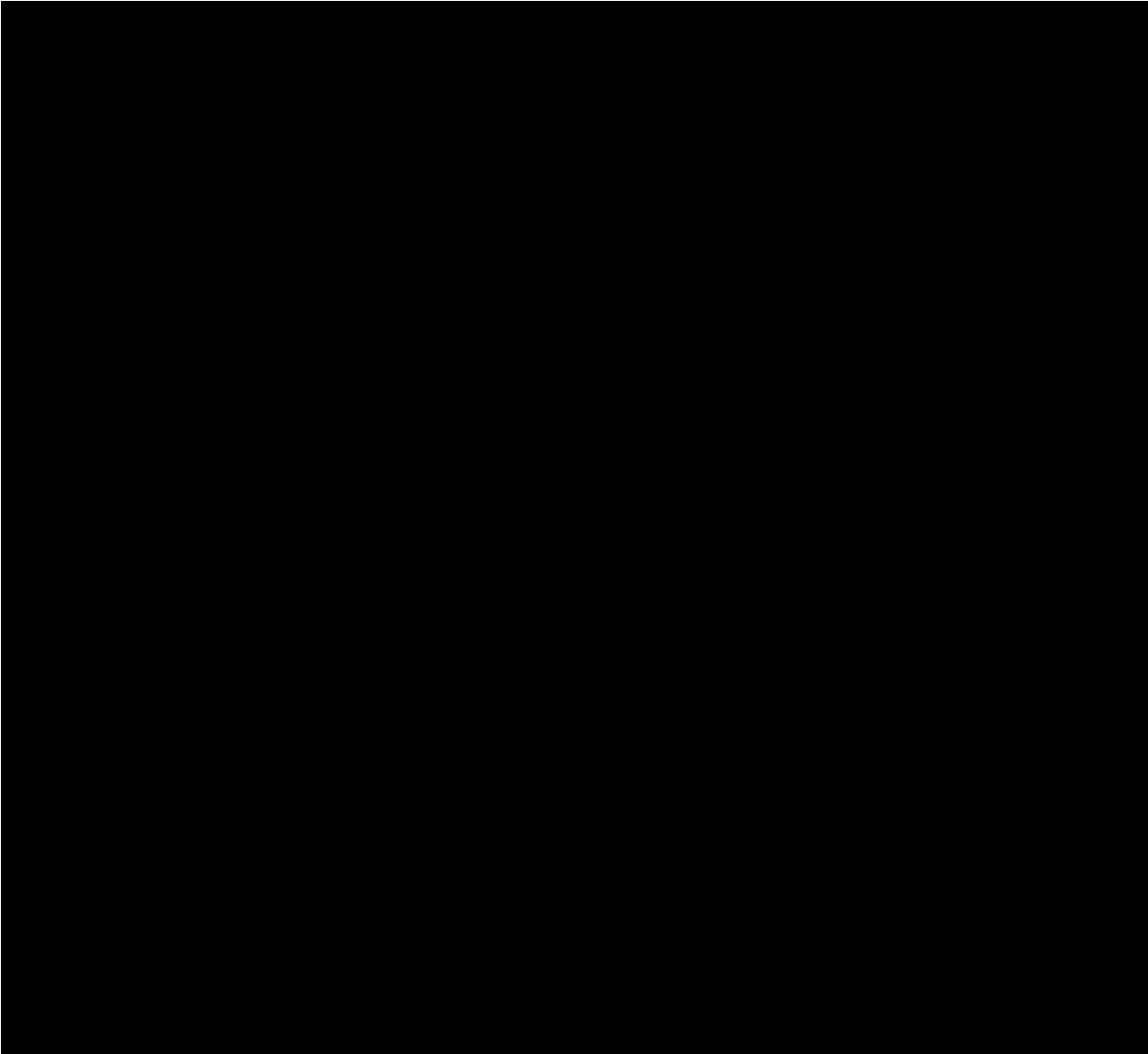
- (e) any Loss incurred by a State Indemnified Party in respect of:
 - (i) damage to, loss or destruction of, or loss of use of or access to (whether total or partial), any State Indemnified Party's real or personal property; or
 - (ii) any Claim against a State Indemnified Party (including by another State Indemnified Party) or 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 Macquarie's Activities; or
- (f) any Loss incurred by a State Indemnified Party, or Liability to any other person, arising out of or in any way in connection with:
 - (i) any breach or failure to comply with the terms of any Project Document by Macquarie; or
 - (ii) any fraudulent or negligent act or omission by Macquarie, its Associates or any of its Subcontractors arising from or in connection with Macquarie's Activities.

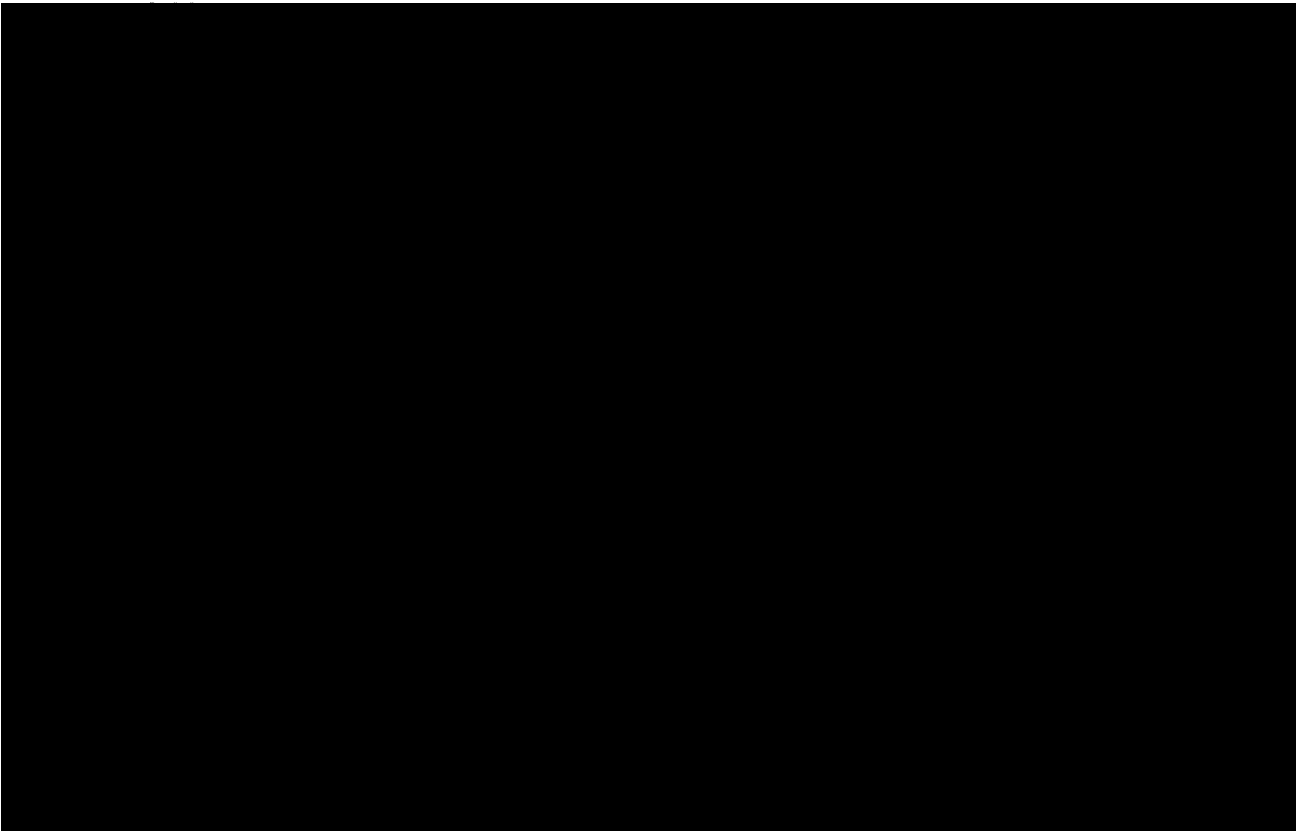
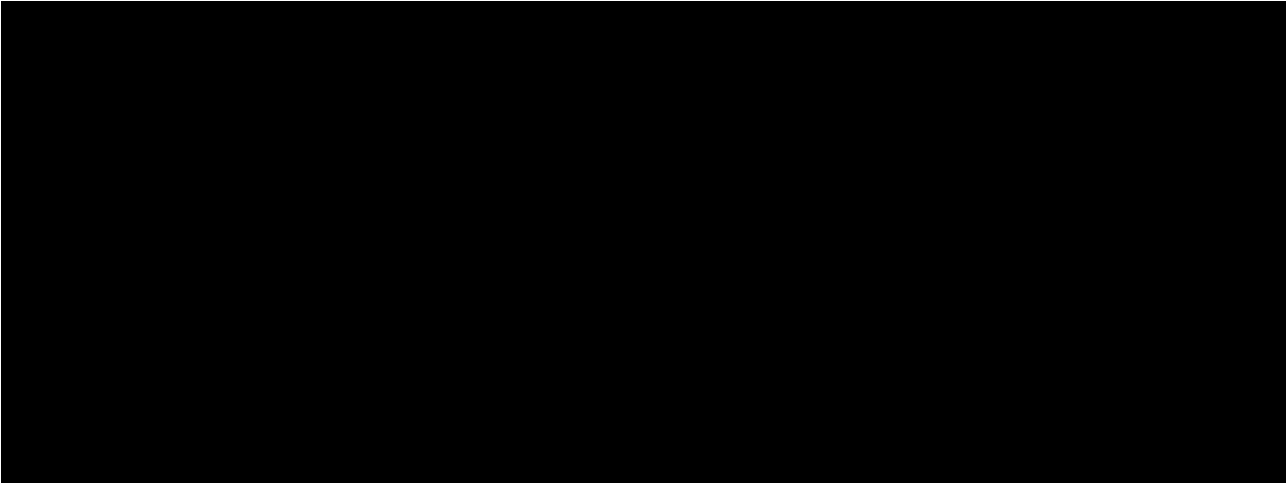
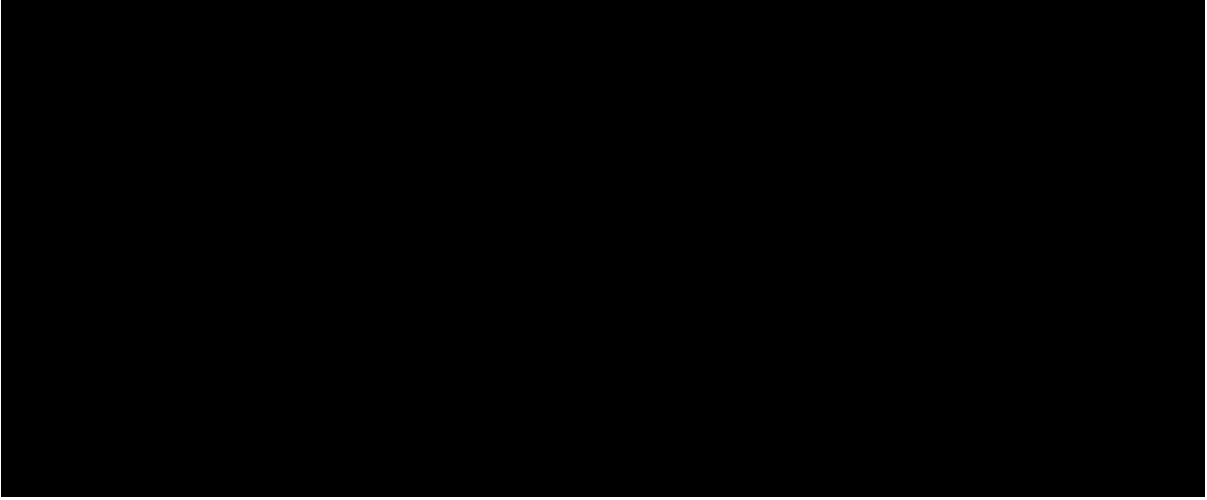
42.2 **Limitations upon Macquarie's liability**

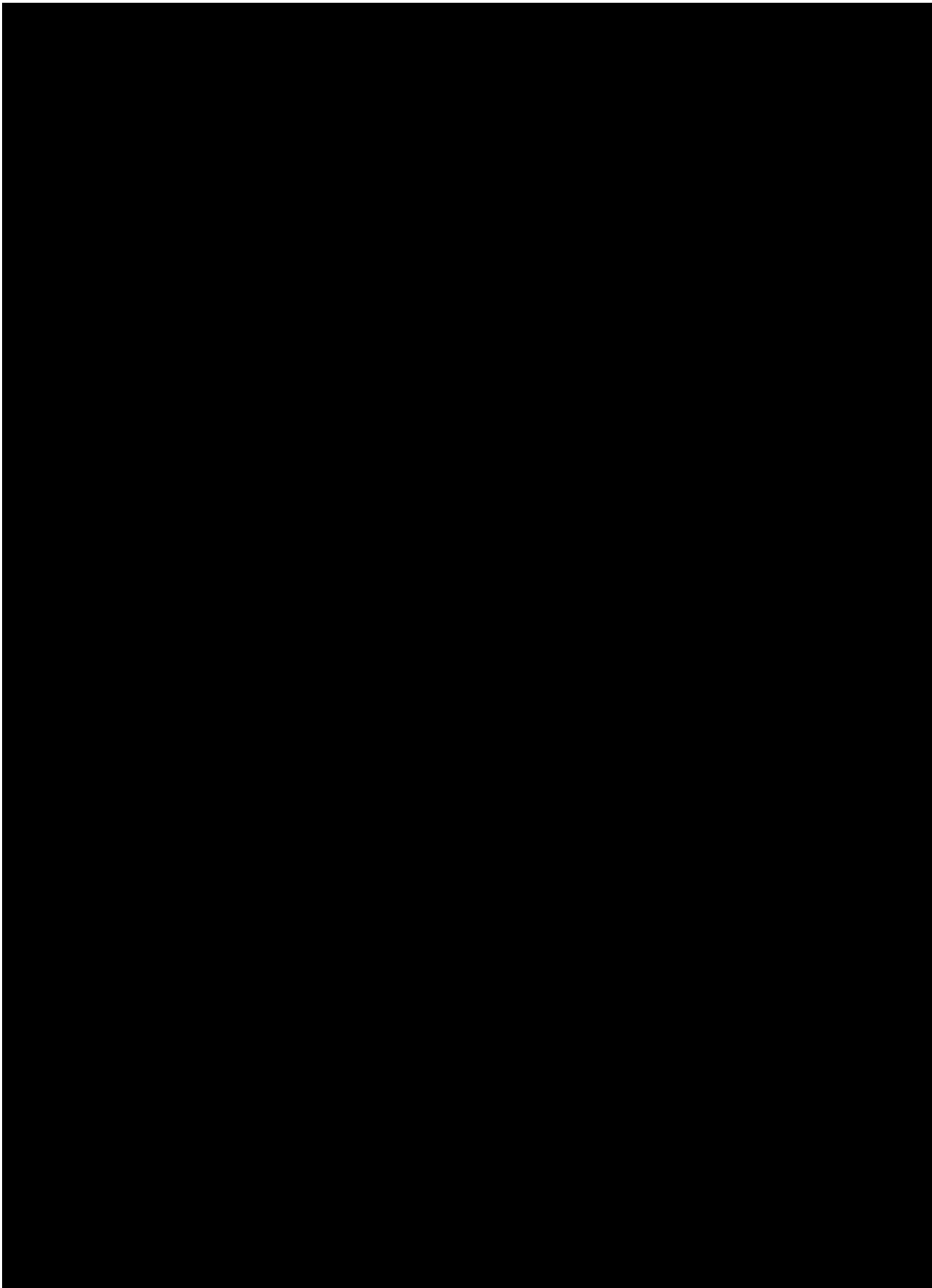
- (a) Subject to clause 42.5(a), Macquarie's total aggregate liability under or in connection with:
 - (i) this deed;
 - (ii) any Project Document; or
 - (iii) any Third Party Agreement,

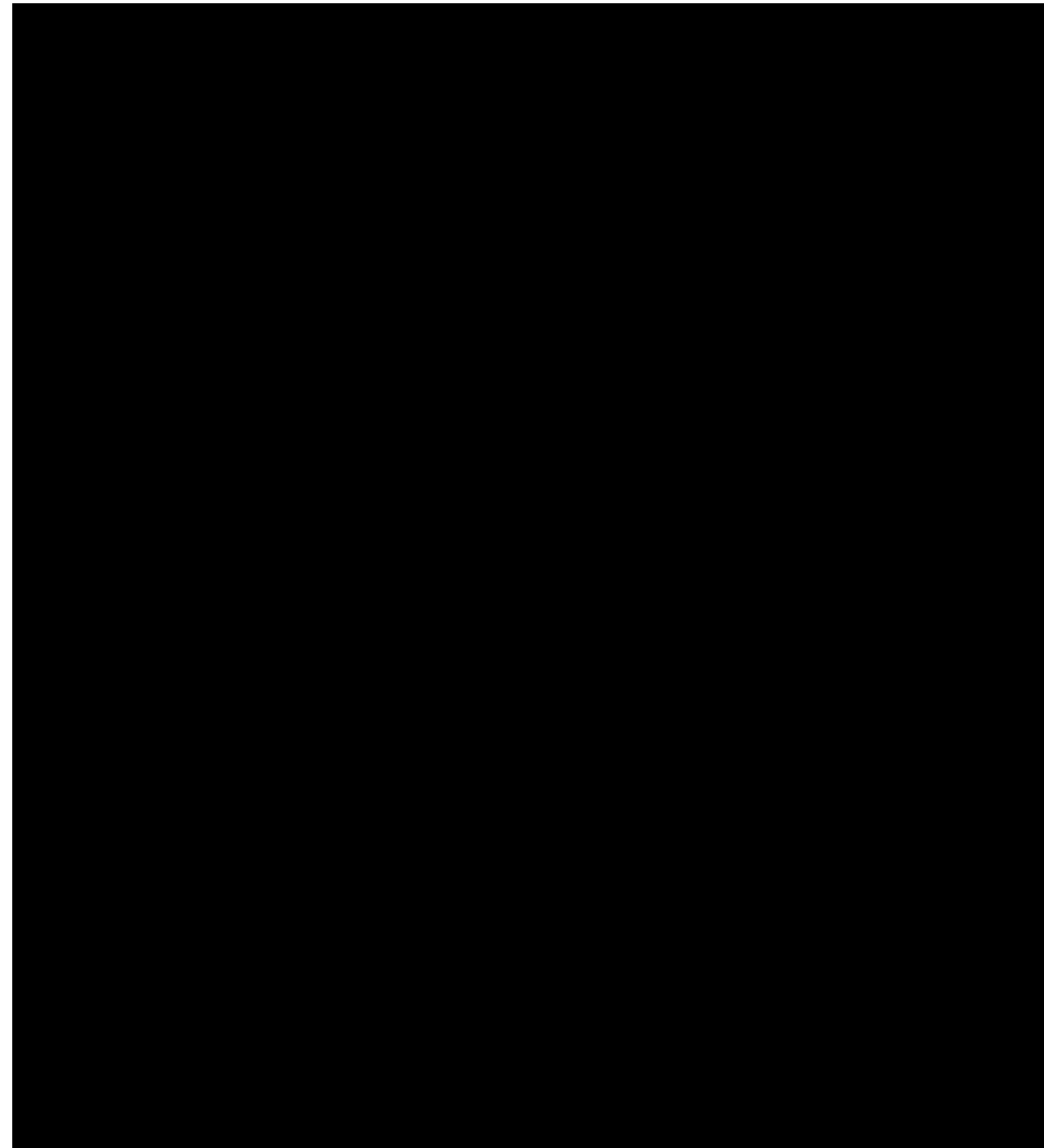
however caused or arising, whether in contract, tort, or otherwise, is limited to an amount equal to  of the Total Project Sum.











42.6 **Procedure for Third Party Claims**

- (a) If a State Indemnified Party wishes to claim indemnity under clause 42.1 in respect of a claim against the State Indemnified Party by a third party (**Third Party Claim**), the State Indemnified Party must:
 - (i) give notice of the Third Party Claim to Macquarie as soon as reasonably practicable;
 - (ii) keep Macquarie informed of the progress of the Third Party Claim;
 - (iii) regularly consult with Macquarie in relation to the manner in which proceedings relating to the Third Party Claim are conducted and implement

Macquarie's reasonable instructions as to the manner in which those proceedings are conducted;

(iv) not settle or pay the Third Party Claim, other than a Third Party Claim which:

(A) that State Indemnified Party is obliged by Law to pay; or

(B) is settled for an amount which is less than or equal to the amount that State Indemnified Party would otherwise have been liable to pay to the relevant third party,

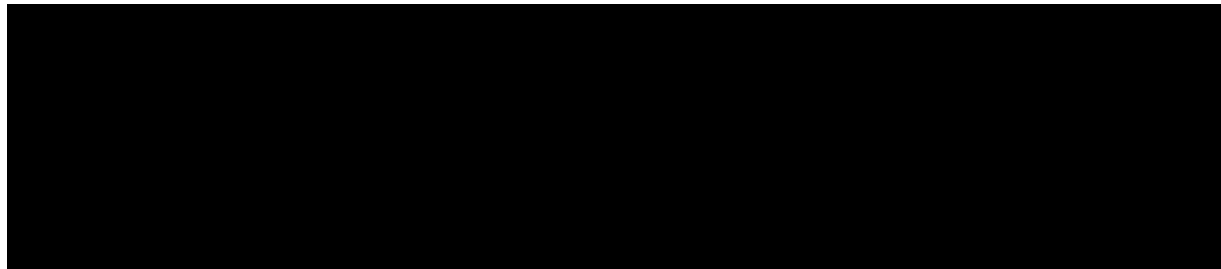
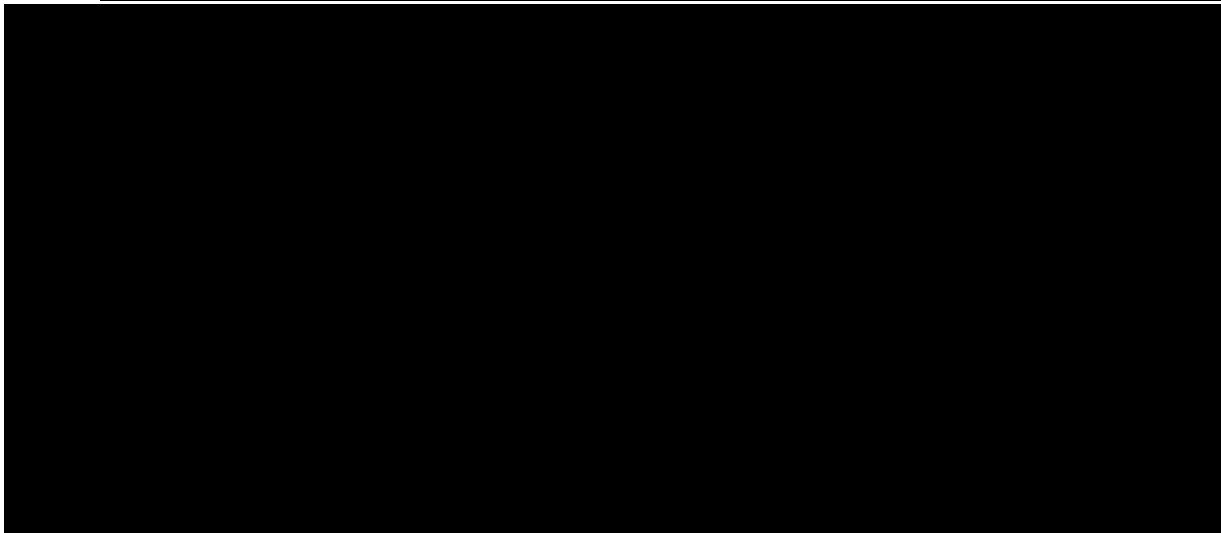
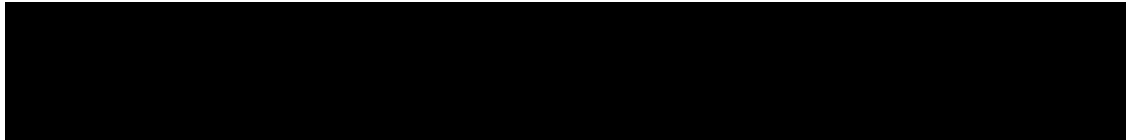
without Macquarie's prior written consent (which must not be unreasonably withheld or delayed).

(b) If Macquarie wishes to direct a State Indemnified Party to take actions in defending or mitigating the Third Party Claim, Macquarie must first give reasonable security to the State Indemnified Party for any Cost or liability arising out of such direction.

(c) Macquarie's liability under clause 42.1 will be reduced to the extent that a failure by a State Indemnified Party to comply with clause 42.6(a) prejudices Macquarie, but not otherwise.

42.7 **Obligations not affected**

(a) Clause 42.1 does not limit or otherwise affect Macquarie's other obligations under the Project Documents or otherwise according to Law.





43. **DEFAULT**

43.1 **Macquarie Event of Default**

Each of the following events is a Macquarie Event of Default:

- (a) **(failure to progress)**: Macquarie fails to expeditiously and diligently progress Macquarie's Activities as required under clause 23.2(e);
- (b) **(failure to insure)**: Macquarie fails to effect or maintain (or cause to be effected or maintained) an Insurance as required by this deed, and fails to do so within 10 Business Days after receipt of a notice from the Principal directing it to do so;
- (c) **(subcontracting)**: Macquarie breaches its obligations under clause 8;
- (d) **(fraud)**: the Principal is the victim of any fraud or dishonest conduct by Macquarie, DevCo or the D&C Contractor in connection with Macquarie's Activities, or the Independent Commission Against Corruption or similar public body determines that Macquarie (or the D&C Contractor, in performing Macquarie's Activities) has engaged in corrupt conduct, collusive pricing or other similar activity;
- (e) **(incorrect representation or warranty)**: a representation or warranty made or given by Macquarie in this deed or any other Principal Project Document proves to be untrue which has a material adverse effect on Macquarie's ability to comply with its obligations under the Project Documents;
- (f) **(delay)**: Macquarie has not achieved:
 - (i) Milestone Achievement of a Milestone by the Date for Milestone Achievement for that Milestone;
 - (ii) Construction Completion of a Portion by the Date for Construction Completion for that Portion; or
 - (iii) Completion of a Portion (other than Portion 1) by the Date for Completion for that Portion; and
- (g) **(other breach)**: any other material breach by Macquarie of an obligation under this deed or any other Principal Project Document.

43.2 **Default Notice**

If a Macquarie Event of Default occurs, the Principal may give Macquarie a notice (the **Default Notice**):

- (a) stating that it is a notice under this clause 43.2; and
- (b) specifying the nature of the Macquarie Event of Default.

43.3 **Cure Plan**

- (a) If:

- (i) a Default Notice is given; and
 - (ii) the Macquarie Event of Default is capable of being Remedied,
Macquarie must, within [REDACTED] (or such longer period as the Principal may agree) after receipt of the Default Notice:
 - (iii) Remedy the Macquarie Event of Default; or
 - (iv) prepare and submit to the Principal a draft plan describing the actions and measures which Macquarie will diligently pursue to Remedy the Macquarie Event of Default (including the proposed cure period) (**Draft Cure Plan**).
- (b) Within [REDACTED] after receipt of the Draft Cure Plan, the Principal must (acting reasonably) either:
- (i) approve the Draft Cure Plan by notifying Macquarie; or
 - (ii) reject the Draft Cure Plan by notifying Macquarie and providing reasons to Macquarie for its rejection.
- (c) If the Principal approves a Draft Cure Plan pursuant to clause 43.3(b)(i) (the **Approved Cure Plan**):
- (i) the period of time in the Approved Cure Plan to Remedy the Macquarie Event of Default is the cure period (the **Applicable Cure Period**); and
 - (ii) Macquarie must comply with and implement the Approved Cure Plan (or otherwise diligently pursue the Remedy of the Macquarie Event of Default) and Remedy the Macquarie Event of Default within the Applicable Cure Period.
- (d) If the Principal rejects a Draft Cure Plan pursuant to clause 43.3(b)(ii), Macquarie, in consultation in good faith with the Principal, must amend the Draft Cure Plan to meet the Principal's reasonable requirements and submit the amended Draft Cure Plan to the Principal for its approval, in which case this clause 43.3 will apply to the amended Draft Cure Plan as if it were originally submitted under clause 43.3(a).
- (e) If:
- (i) a Default Notice is given;
 - (ii) the Macquarie Event of Default is capable of being Remedied; and
 - (iii) Macquarie fails to:
 - (A) Remedy the Macquarie Event of Default, or submit a Draft Cure Plan, in accordance with clause 43.3(a);
 - (B) if the Principal rejects a Draft Cure Plan pursuant to clause 43.3(b)(ii), amend the Draft Cure Plan to meet the Principal's reasonable requirements and submit the amended Draft Cure Plan in accordance with clause 43.3(d); or
 - (C) comply with and implement the Approved Cure Plan (or otherwise diligently pursue the Remedy of the Macquarie Event of Default), except in a minor respect,

and such failure is not remedied by Macquarie within [REDACTED] after notice from the Principal regarding that failure, a Macquarie Termination Event will occur.

- (f) If at any time prior to the expiry of an Applicable Cure Period, Macquarie reasonably considers that it requires an extension to the Applicable Cure Period it may request an extension to the Applicable Cure Period by notifying the Principal in writing setting out the reasons for that belief and the reasonable period of time proposed by Macquarie for the extension of the Applicable Cure Period.
- (g) If:
 - (i) Macquarie gives the Principal a notice under clause 43.3(f); and
 - (ii) the Principal is reasonably satisfied that Macquarie has diligently pursued and is continuing to diligently pursue a Remedy (other than in a minor respect) of the applicable Macquarie Event of Default but that the Macquarie Event of Default cannot, despite such diligence, be Remedied within the Applicable Cure Period,

the Principal must grant an extension of the Applicable Cure Period for such period as the Principal reasonably considers is reasonably required to Remedy the Macquarie Event of Default, provided that the Principal is not required to grant more than one extension to an Applicable Cure Period.

- (h) Without prejudice to the Principal's rights under clause 23 and this clause 43, for the purposes of this clause 43.3, the Principal agrees that the Macquarie Event of Default referred to in clause 43.1(f) is capable of being Remedied.

43.4 Prevention Plan

- (a) If:
 - (i) a Default Notice is given; and
 - (ii) the Macquarie Event of Default is not capable of being Remedied,Macquarie must, within [REDACTED] after receipt of the Default Notice, prepare and submit to the Principal a draft plan describing the actions and measures which Macquarie will diligently pursue to prevent the Macquarie Event of Default from recurring (**Draft Prevention Plan**).
- (b) Within [REDACTED] after receipt of the Draft Prevention Plan, the Principal must (acting reasonably) either:
 - (i) approve the Draft Prevention Plan by notifying Macquarie; or
 - (ii) reject the Draft Prevention Plan by notifying Macquarie and providing reasons to Macquarie for its rejection.
- (c) If the Principal approves a Draft Prevention Plan pursuant to clause 43.4(b)(i) (the **Approved Prevention Plan**), Macquarie must comply with and implement the Approved Prevention Plan.
- (d) If the Principal rejects a Draft Prevention Plan pursuant to clause 43.4(b)(ii), Macquarie, in consultation in good faith with the Principal, must amend the Draft Prevention Plan to meet the Principal's reasonable requirements and submit the amended Draft Prevention Plan to the Principal for its approval, in which case this clause 43.4 will apply to the amended Draft Prevention Plan as if it were originally submitted under clause 43.4(a).

- (e) If:
 - (i) a Default Notice is given;
 - (ii) the Macquarie Event of Default is not capable of being Remedied; and
 - (iii) Macquarie fails to:
 - (A) submit a Draft Prevention Plan in accordance with clause 43.4(a);
 - (B) if the Principal rejects a Draft Prevention Plan pursuant to clause 43.4(b)(ii), amend the Draft Prevention Plan to meet the Principal's reasonable requirements and submit the amended Draft Prevention Plan in accordance with clause 43.4(d); or
 - (C) comply with and implement, except in a minor respect, the Approved Prevention Plan,

and such failure is not remedied by Macquarie within [REDACTED] after notice from the Principal regarding that failure, a Macquarie Termination Event will occur.

- (f) If Macquarie reasonably considers that it requires an extension to any of the time periods in the Approved Prevention Plan, it may request an extension to such time period by notifying the Principal in writing setting out the reasons for that belief and the reasonable period of time proposed by Macquarie for the extension of the applicable time period.

- (g) If:
 - (i) Macquarie gives the Principal a notice under clause 43.4(f); and
 - (ii) the Principal is reasonably satisfied that Macquarie has diligently pursued and is continuing to diligently pursue compliance with the Approved Prevention Plan (other than in a minor respect),

the Principal must grant an extension to the applicable timing in the Approved Prevention Plan for such period as the Principal considers is reasonably required, provided that the Principal is not required to grant more than one extension to an Approved Prevention Plan.

44. **STEP-IN**

44.1 **Step-in Events**

Each of the following is a Step-in Event:

- (a) a Macquarie Termination Event; and
- (b) an event or circumstance which arises out of or in connection with Macquarie's Activities 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 Macquarie's Activities.

44.2 **Step-in Rights**

- (a) If:
- (i) a Step-in Event occurs; and
 - (ii) the Principal has given notice to Macquarie in accordance with clause 44.2(b),
- then a Step-in Party may exercise all or any of the Step-in Powers set out in clause 44.3 in an endeavour to remedy the Step-in Event or overcome the risk or mitigate any consequences resulting from the Step-in Event (**Step-in Right**).
- (b) The notice referred to in clause 44.2(a)(ii):
- (i) must be in writing and must specify:
 - (A) the Step-in Event which has triggered the Step-in Right;
 - (B) the Macquarie's Activities which the Step-in Party proposes to perform;
 - (C) the date on which the relevant Step-in Party proposes to commence performing the relevant Macquarie's Activities; and
 - (D) the date on which the relevant Step-in Party proposes to cease exercising the relevant Macquarie's Activities; or
 - (ii) may be given orally if the Principal's Representative considers that the Step-in Event requires urgent remedy or action and there is insufficient time to issue a written notice under clause 44.2(b)(i), but if given orally must be followed within 24 hours by a written notice under clause 44.2(b)(i).
- (c) The Step-in Right is without prejudice to the Principal's other rights in respect of a Step-in Event, including its rights under clause 45.

44.3 **Step-in Powers**

A Step-in Party may, in performing Macquarie's Activities referred to in the notice under clause 44.2(b), do anything in respect of those activities that Macquarie could do including:

- (a) enter into and remain in possession of all or any of the Project Works, Temporary Works and/or the Construction Site;
- (b) manage all or any of the Project Works, Temporary Works and/or the Construction Site;
- (c) exercise all or any of Macquarie's rights, and perform all or any of Macquarie's obligations:
 - (i) in connection with the performance of Macquarie's Activities;
 - (ii) under or in relation to a Project Document or any other document to which Macquarie is a party; and
 - (iii) under or in relation to any Approval held by Macquarie,as if it were Macquarie, to the exclusion of Macquarie;

- (d) do anything the Step-in Party considers necessary or desirable to remedy the Step-in Event or overcome the risk or mitigate any consequences resulting from the Step-in Event; and
- (e) do anything incidental to the matters listed in clauses 44.3(a) to (d) (inclusive),

(Step-in Powers).

44.4 Macquarie's obligations

- (a) Macquarie must:
 - (i) cooperate with the Step-in Party in the exercise of the Step-in Powers; and
 - (ii) take any step which the Step-in Party considers necessary or desirable to remedy the Step-in Event or overcome the risk or mitigate any consequences resulting from the Step-in Event; and
 - (iii) ensure that its Significant Subcontractors (excluding the Lifts and Escalators Contractor) do likewise, and use its best endeavours to ensure the Lifts and Escalators Contractor and all other Subcontractors do likewise.
- (b) Without limiting clause 44.4(a), Macquarie must:
 - (i) allow the Step-in Party to access and use:
 - (A) all or any of the land and assets used in the performance of Macquarie's Activities;
 - (B) its Associates; and
 - (C) any information the Step-in Party reasonably requires;
 - (ii) comply with all reasonable Directions given by the Step-in Party; and
 - (iii) ensure that its Significant Subcontractors (excluding the Lifts and Escalators Contractor) do likewise, and use its best endeavours to ensure the Lifts and Escalators Contractor and all other Subcontractors do likewise,
to enable the Step-in Party to exercise its Step-in Powers.
- (c) Macquarie's obligations under this deed will be suspended to the extent and for such period as is necessary to permit the Principal to exercise its Step-in Rights.

44.5 Principal's obligations

- (a) The Principal must ensure that each Step-in Party, in exercising the Step-in Powers, uses its reasonable endeavours to perform Macquarie's Activities in accordance with the requirements of this deed.
- (b) Macquarie acknowledges that a Step-in Party is not under any obligation to remedy the Step-in Event nor to overcome the risk or mitigate any consequences resulting from the Step-in Event.

44.6 No liability

Macquarie acknowledges that, except as provided for in clauses 23 and 24 the Principal will have no Liability to Macquarie, and Macquarie will not be entitled to make any Claim against the Principal, arising out of or in connection with:

- (a) any conduct, delay, negligence or breach of duty in the exercise or non-exercise of a Step-in Power; nor
 - (b) for any Loss which results,
- except where it arises from:
- (c) fraud or Wilful Misconduct on the part of the Step-in Party or its Associates; or
 - (d) an Excusable Cause of Delay, in which case clause 23 and clause 24 shall apply to any such claims.

44.7 **Step-out**

- (a) A Step-in Party must cease to exercise the Step-in Powers as soon as reasonably practicable and, in any event, on the earlier of:
 - (i) the relevant Step-in Event being remedied (or the risk or consequences resulting from the Step-in Event being overcome); and
 - (ii) the Principal's Representative notifying Macquarie in writing that the Step-in Party will no longer exercise the Step-in Powers.
- (b) The Principal must give written notice to Macquarie of the date on which the Step-in Party will cease to exercise the Step-in Powers (which notice must be given by the Principal to Macquarie a reasonable time prior to the date the Step-in Party proposes to cease to exercise the Step-in Powers).
- (c) The Principal and Macquarie must consult with each other with the intention of ensuring that the transition from the Step-in Party ceasing to exercise the Step-in Powers to Macquarie resuming the performance of the relevant Macquarie's Activities is effected without interruption to Macquarie's Activities.
- (d) Upon the Step-in Party ceasing to exercise the Step-in Powers, Macquarie must resume the performance of the relevant Macquarie's Activities in accordance with this deed (unless this deed has been terminated).

44.8 **Principal's Costs**

The Principal will be entitled to recover its reasonable Costs and expenses for any action taken pursuant to clause 44.1(a) as a debt due and payable from Macquarie to the Principal.

45. **TERMINATION**

45.1 **Macquarie Termination Events**

Each of the following is a Macquarie Termination Event:

- (a) **(Termination of the OSD PDA)**: termination of the OSD PDA for a "Macquarie Termination Event" (as defined in the OSD PDA) under the OSD PDA prior to the [REDACTED]
- (b) **(Failure to pay)**: Macquarie fails to pay any Macquarie Payment or any other amount which it is obliged to pay to the Principal under this deed, the amount is not disputed and the failure is not remedied within 20 Business Days after a written demand from the Principal;

- (c) **(Failure to submit, amend or implement a cure or prevention plan or to Remedy or prevent)**: an event described in clause 43.3(e) or clause 43.4(e);
- (d) **(Failure to achieve Completion by Longstop Date)**: a failure by Macquarie to achieve Completion of the Project Works by the Longstop Date;
- (e) **(abandonment)**: Macquarie abandons the Project Works;
- (f) **(insolvency of Macquarie)**: an Insolvency Event occurs in relation to Macquarie, whether or not Macquarie has been in breach of this deed;
- (g) **(insolvency of D&C Contractor or D&C Guarantor)**: an Insolvency Event occurs in relation to the D&C Contractor or the D&C Guarantor, whether or not Macquarie is then in breach of this deed, and:
 - (i) the D&C Contractor or D&C Guarantor is not replaced within 120 Business Days; or
 - (ii) at any time during that period, Macquarie is not diligently pursuing the replacement of the D&C Contractor or D&C Guarantor (as applicable),
by a person that:
 - (iii) satisfies the requirements of clause 8.2(b); or
 - (iv) is otherwise acceptable to the Principal (acting reasonably);
- (h) **(assignment)**: Macquarie breaches its obligations under clause 51.3 and the failure is not remedied within 8 Business Days after a written notice from the Principal;
- (i) **(breach of clause 51.1)**: Macquarie breaches its obligations under clause 51.1 and the failure is not remedied within 8 Business Days after a written notice from the Principal;
- (j) **(Illegality Event)**: an Illegality Event; or
- (k) **(Liability caps exceeded)** the aggregate liability of Macquarie to the Principal:
 - (i) under or in connection with this deed, the Project Documents and the Third Party Agreements is equal to or exceeds █████ of the Total Project Sum; or
 - (ii) under clauses 23.12(d)(i), 23.12(d)(ii), 23.12(e)(i), 23.12(e)(ii) and 23.12(k)(ii), and in respect of any breach of clauses 23.2(a) and 23.2(b), is equal to or exceeds the LD Cap.

45.2 **Notice of Macquarie Termination Event**

Without limiting the Principal's other rights or Macquarie's other obligations under the Project Documents, Macquarie must notify the Principal's Representative immediately on becoming aware of any Macquarie Termination Event or an event or occurrence that, with the giving of notice, or lapse of time, would or is likely to become a Macquarie Termination Event.

45.3 **Termination for Macquarie Termination Event**

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

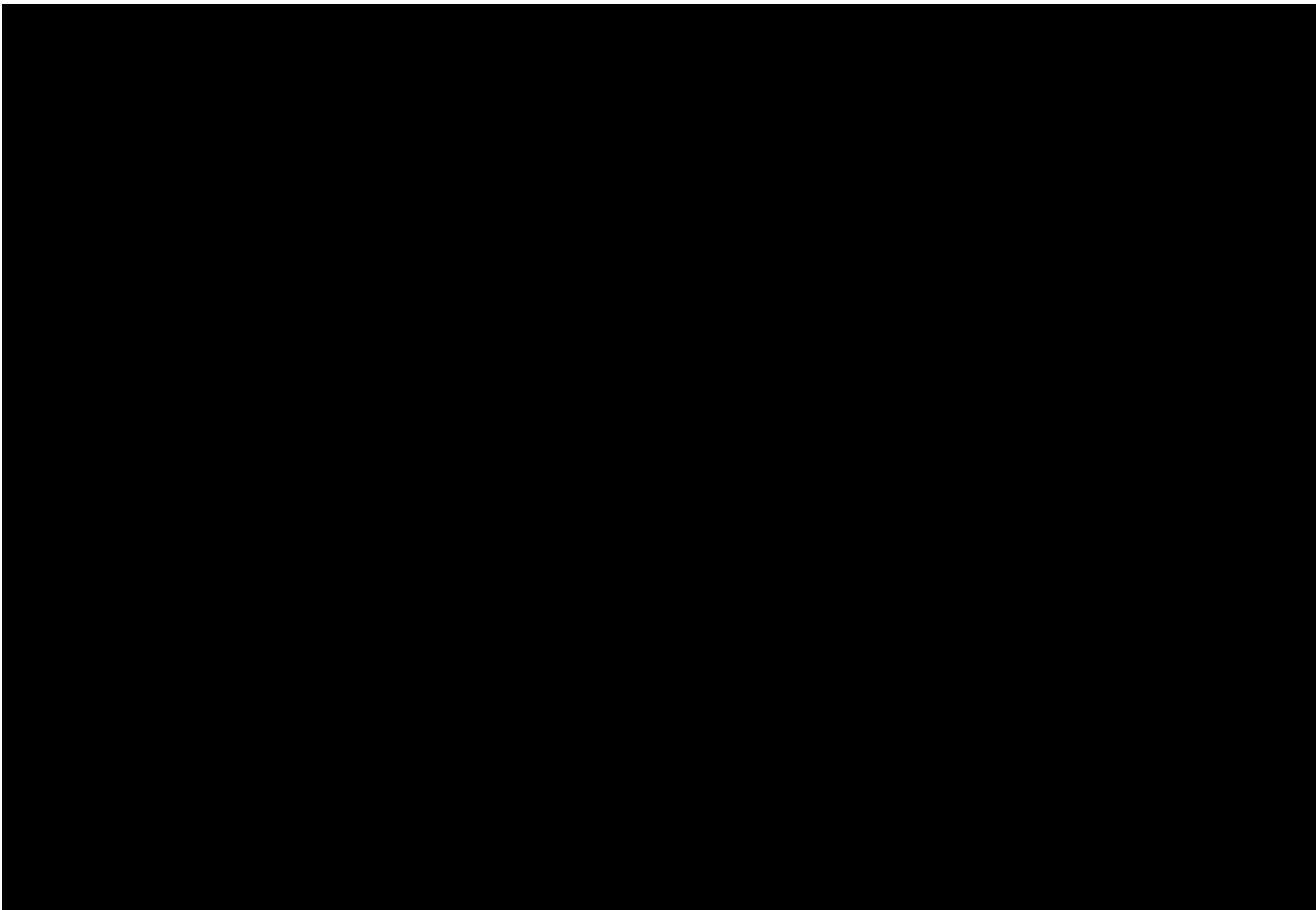
45.4 **Principal Termination Events**

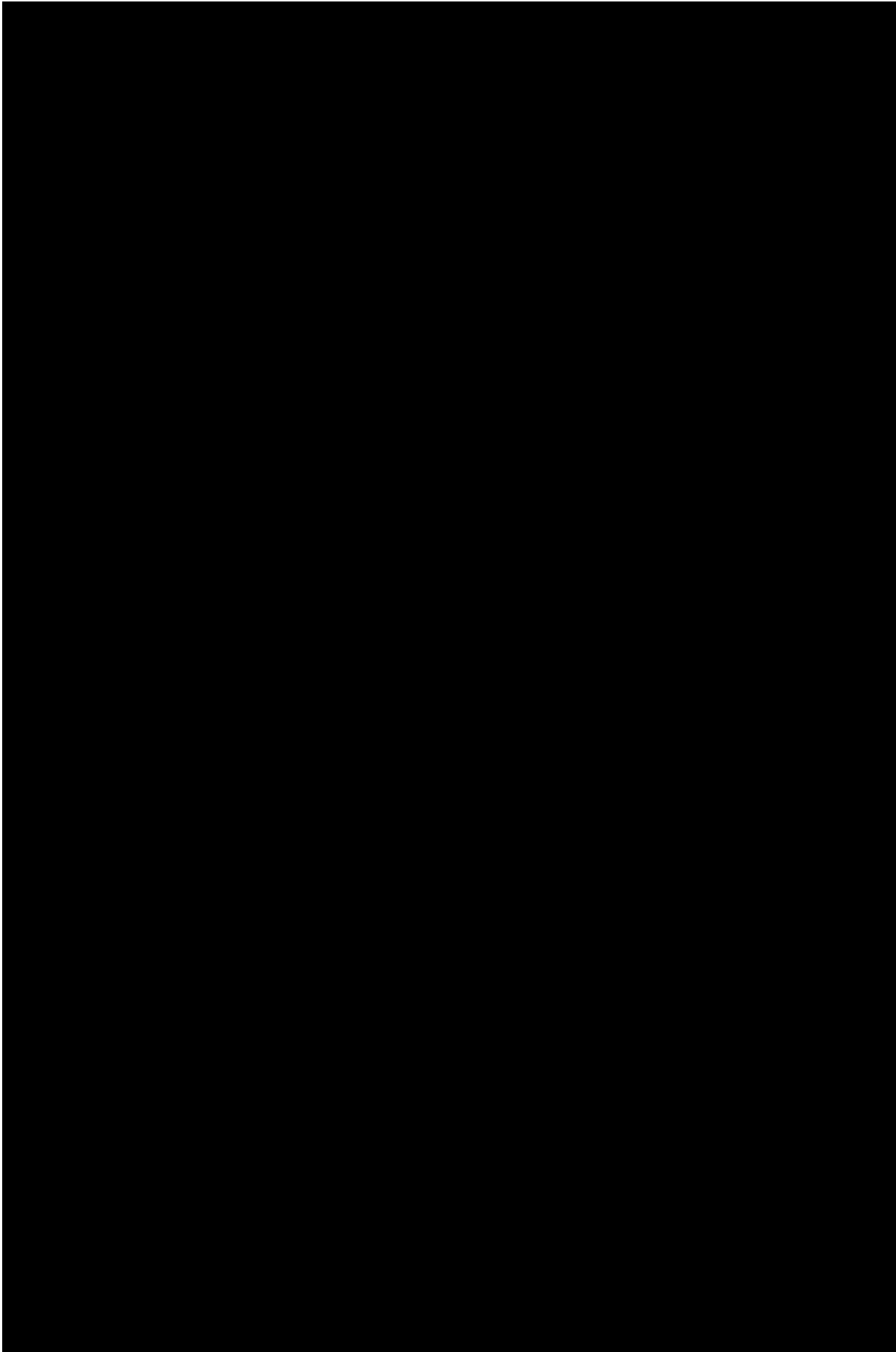
Each of the following is a Principal Termination Event:

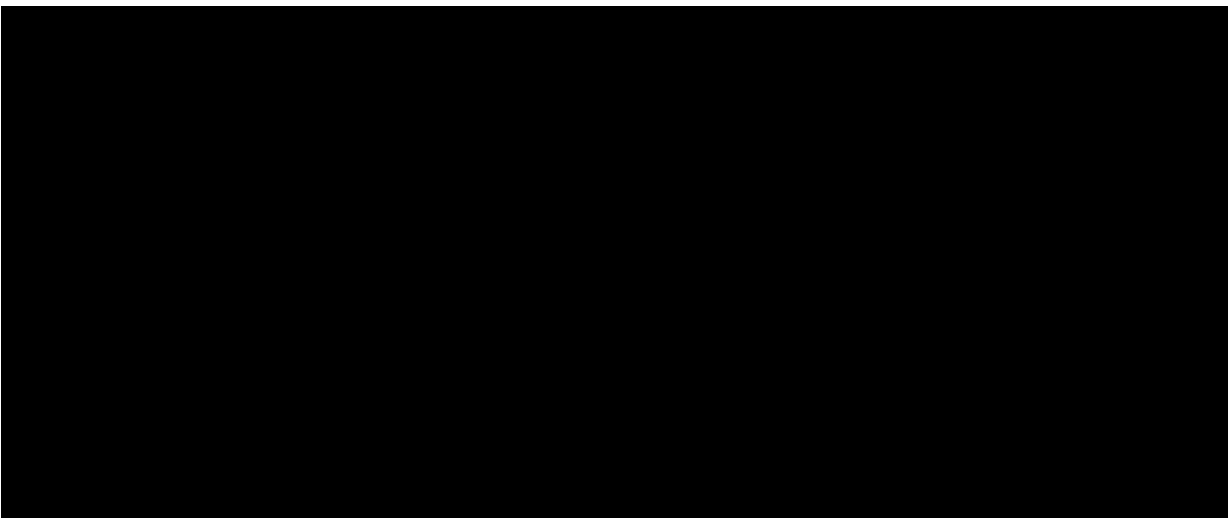
- (a) **(Failure to pay)**: the Principal fails to comply with its payment obligations under clause 34 and the failure is not remedied within 20 Business Days after a written demand from Macquarie; or
- (b) **(Frustration)**: a breach by the Principal of this deed which substantially frustrates or renders it impossible for Macquarie to achieve Completion of the Project Works;
- (c) **(Termination of the OSD PDA)**: termination of the OSD PDA for a "Principal Termination Event" (as defined in the OSD PDA) under the OSD PDA prior to the [REDACTED] or
- (d) **(Material breach)**: the Principal commits a material breach of this deed (other than in relation to any failure to provide access) and that breach is not remedied within 20 Business Days after written notice from Macquarie.

45.5 **Termination for Principal Termination Event**


- (a) If a Principal Termination Event occurs, Macquarie may give the Principal 30 Business Days' notice of its intention to terminate this deed.
- (b) If the relevant Principal Termination Event has not been remedied (or its effects overcome) within 30 Business Days after receipt of Macquarie's notice under clause 45.5(a), Macquarie may, if the Principal Termination Event is still subsisting, immediately terminate this deed by notice to the Principal.







45.7 **Termination of OSD PDA**

- (a) The parties acknowledge that, if this deed is terminated by:
 - (i) the Principal under clause 45.3 or clause 45.6; or
 - (ii) Macquarie under clause 45.5 or clause 45.6,
 the OSD PDA will automatically terminate.
- (b) If:
 - (i) the OSD PDA is terminated (including under clause 2 of the OSD PDA) prior to the Last Date of Completion; and
 - (ii) this deed is not terminated,
the parties must use best endeavours to agree:
 - (iii) the amendments required to the Project Documents to reflect the fact that:
 - (A) the OSD PDA has been terminated;
 - (B) the Project Documents must operate independently of the OSD Project Documents; and
 - (C) the Principal may engage a third party to carry out the OSD Developer's Activities; and
 - (iv) any Variation required to the Project Works, the Temporary Works or Macquarie's Activities as a consequence of the termination of the OSD PDA, which may include a Variation to:
 - (A) ensure that Martin Place Metro Station:
 - (aa) will satisfy the requirements of the SWTC; and
 - (bb) can be operated safely and in a manner which does not put the health and safety of persons at risk,
despite the OSD not being constructed or completed; or

- (B) enable an over station development similar to the OSD to be completed after Sydney Metro City & Southwest commences operations.
- (c) If there is a dispute between the parties as to the amendments required to the Project Documents under clause 45.7(b)(iii) or any Variation required under clause 45.7(b)(iv), that Dispute will be resolved in accordance with clause 52.
- (d) If the parties agree, or it is determined under clause 52, that a Variation is required to the Project Works, the Temporary Works or Macquarie's Activities pursuant to clause 45.7(b)(iv), that Variation will be deemed to have been proposed by Macquarie pursuant to clause 36.1 and approved by the Principal in accordance with clause 36.2(a)(ii)(A) and clause 36.4 will apply to that Variation.
- (e) The parties acknowledge and agree that any Variation required under clause 45.7(b)(iv) will be treated as a Variation requested by Macquarie except in circumstances where the OSD PDA is terminated for the default of the Principal under the OSD PDA or pursuant to clause 45.6.

45.8 **Principal not entitled to give notice**

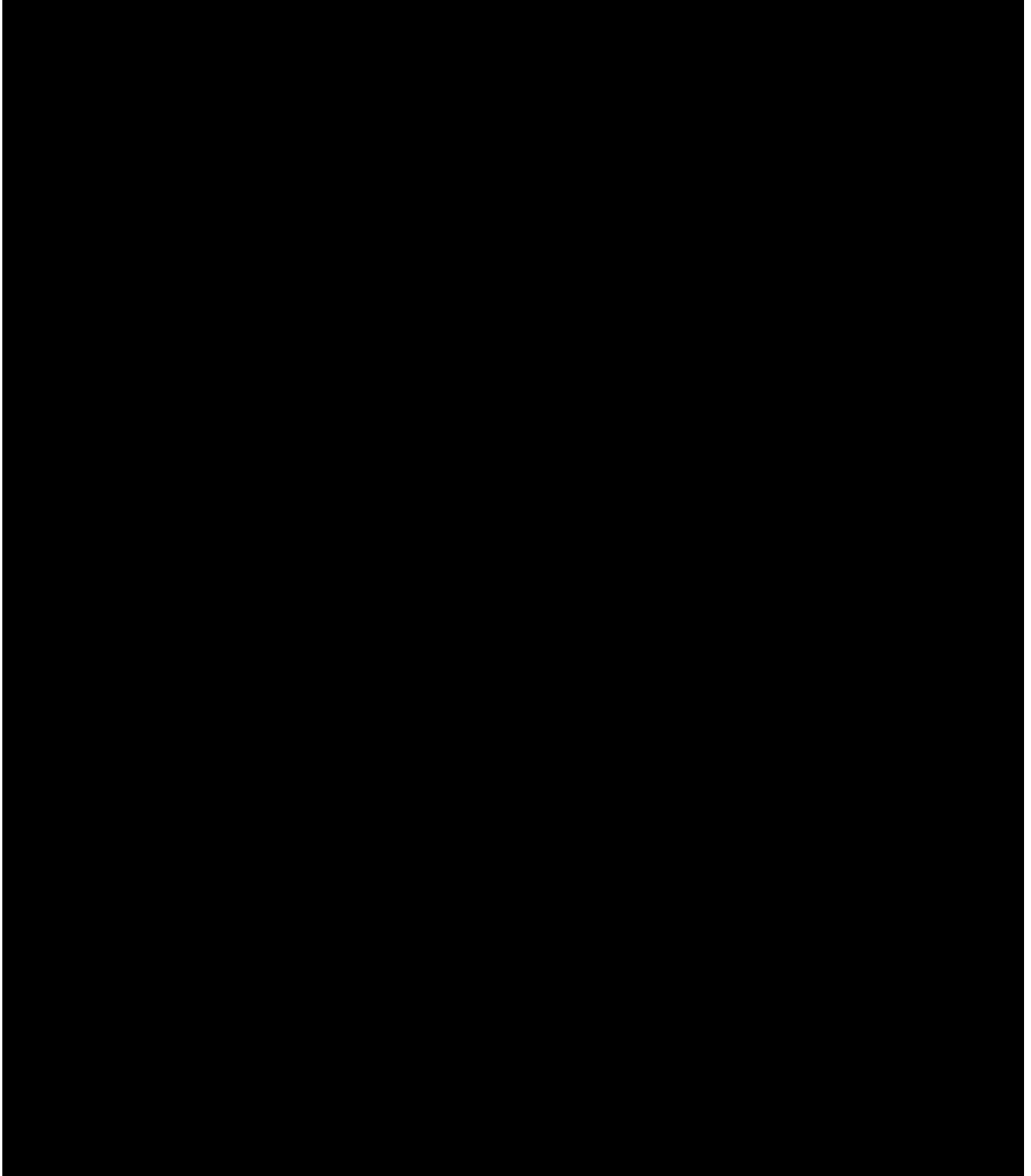
The Principal will not be entitled to give any notice under clauses 43.2 or 45.3 and will not be entitled to terminate this deed to the extent the occurrence or circumstance which would otherwise entitle the Principal to give such a notice results from the relevant Principal Termination Event.

45.9 **Consequences of termination**

- (a) On expiry or termination of this deed, the rights and obligations of the parties under this deed will cease except for:
 - (i) any accrued rights and obligations under this deed, including those arising out of the termination of this deed (including the Payment Schedule); and
 - (ii) any rights and obligations which expressly or impliedly continue after termination of this deed, including those referred to in clause 60.4.
- (b) If this deed is terminated pursuant to clause 45.3, clause 45.5 or clause 45.6, the Principal may, in its absolute discretion, to the extent reasonably required by the Principal to make the Construction Site and any Extra Land safe and/or facilitate completion of the Project Works (as the case may be) (**Remaining Work**):
 - (i) take possession of, and use (and permit others to use), the Construction Site and any Extra Land (and, for this purpose, Macquarie must ensure that the Principal has such access to the Extra Land);
 - (ii) contract with any of the Subcontractors;
 - (iii) take possession of, and use (and permit others to use), such of the Design Documentation, Material and other information in the possession of Macquarie or any of Macquarie's Associates and Macquarie must ensure that all necessary rights for this purpose are assigned to the Principal;
 - (iv) itself or engage third parties to carry out and complete the whole or any part of the Remaining Works; and
 - (v) exclude from the Construction Site and the Extra Land Macquarie and any of Macquarie's Associates.

- (c) If this deed is terminated pursuant to clause 45.3, the Principal may have recourse to the Bank Guarantee held under clause 6.
- (d) Macquarie acknowledges and agrees that the Principal's rights and entitlements set out in this clause 45 are in addition to the Principal's rights and entitlements under the D&C Side Deed.

45.10 Termination payment





45.11 **Other matters relevant to termination**

- (a) Macquarie must:
 - (i) take all steps possible to mitigate the incurring by it of Costs or Loss in respect of any termination of this deed; and
 - (ii) hand over to the Principal's Representative all information, documents and records (including all Design Documentation) and do all other things to enable the Principal to exercise its rights to use such Design Documentation.
- (b) Macquarie may continue to use and occupy the Principal Construction Site pursuant to clause 17.2 until the date that is 20 Business Days after the date on which this deed is terminated (or such other date agreed between the parties) to the extent reasonably necessary to enable Macquarie to:
 - (i) demobilise and remove its Construction Materials and Construction Plant from the Construction Site (other than Construction Materials in which title has vested in the Principal pursuant to clause 34.6); and
 - (ii) comply with its obligations under clause 45.11(a).

This clause 45.11(b) will only apply if the Principal does not exercise its rights under clause 3 of the D&C Side Deed.

- (c) To the extent the Principal has not had recourse to the Bank Guarantee, the Principal must, subject to clause 6, return the Bank Guarantee then held by it under clause 6 when Macquarie has complied with its obligations under this clause 45.
- (d) Nothing in this clause 45 or that the Principal does or fails to do pursuant to this clause 45 will prejudice the right of the Principal to exercise any right or remedy which it may have, including where Macquarie breaches (including repudiates) this deed.

45.12 **Preservation of rights**

- (a) (**No prejudice**) Nothing in this clause 45 prejudices the right of the Principal to exercise any right or remedy which it may have against Macquarie in respect of any breach of a Project Document occurring before termination (other than a breach leading to termination of this deed under clause 45), including any rights arising in relation to any Liability a State Indemnified Party may have to third parties for which the State Indemnified Party is entitled to be indemnified pursuant to clause 42.
- (b) (**Direct deeds**) The Principal's rights and entitlements set out in this clause 45 are in addition to the Principal's rights and entitlements under the D&C Side Deed.

45.13 **No other termination rights**

Despite any rule of Law or equity to the contrary, this deed may not be terminated other than as provided for in this deed.

45.14 **Survival**

This clause 45 will survive the termination of this deed.

46. **ACCESS, INSPECTIONS AND AUDITS**

46.1 **Principal's right of entry**

- (a) The Principal (and any person authorised by the Principal, which may include a Nominated Member) may, at any time, enter the Construction Site and upon reasonable notice enter any other premises where Macquarie's Activities are being carried out:
 - (i) in respect of the Principal (or any person authorised by the Principal), for the purpose of:
 - (A) observing or inspecting Macquarie's Activities;
 - (B) monitoring compliance by Macquarie with its obligations under any Project Document and any Project Plan; or
 - (C) exercising any right or performing any obligation which the Principal has under any Principal Project Document; and
 - (ii) in respect of a Nominated Member, for the purposes of providing its Recommendation.
- (b) When exercising this right, the Principal must, and must procure that any person authorised by the Principal to enter the Construction Site:

- (i) give Macquarie reasonable notice of its intention to enter the Construction Site or other premises where Macquarie's Activities are being carried out; and
- (ii) do so (and must ensure any person authorised by the Principal does so) in a manner that:
 - (A) does not unreasonably interfere with Macquarie's Activities; and
 - (B) complies with Macquarie's reasonable site access and work health and safety procedures.
- (c) Macquarie must use reasonable endeavours to:
 - (i) coordinate Macquarie's Activities so they do not interfere with the exercise by the Principal of its right of entry; and
 - (ii) provide the Principal and any person authorised by the Principal to enter the Construction Site with every reasonable facility and other assistance necessary for any inspection by the Principal and such person, including providing access to any relevant systems, registers, manuals, records (including financial records), plans and programs.
- (d) If an inspection shows that Macquarie has not complied or is not complying with its obligations under this deed, the Principal's Representative:
 - (i) may notify Macquarie or the Independent Certifier of the details of the non-compliance;
 - (ii) may specify a reasonable period within which Macquarie must carry out appropriate rectification and/or remedy activities; and
 - (iii) will be entitled to be reimbursed by Macquarie for the reasonable costs of the inspection including any reasonable administrative costs incurred by the Principal in relation to the inspection.
- (e) Neither the Principal nor any person authorised by the Principal (including any Rail Contractor) owes any duty to Macquarie to inspect Macquarie's Activities or review the Project Works or Temporary Works for errors, omissions or compliance with the requirements of this deed if it does so inspect.
- (f) No inspection or review of Macquarie's Activities, the Project Works or the Temporary Works by the Principal or any person authorised by the Principal (including any Rail Contractor) will in any way lessen or otherwise affect:
 - (i) Macquarie's obligations under this deed or any other Project Document or otherwise according to Law; or
 - (ii) the Principal's rights against Macquarie, whether under this deed or any other Project Document or otherwise according to Law.

46.2 Access to third parties' information

Macquarie must:

- (a) ensure that the Principal (and any person authorised by the Principal) has direct access to any information, documents or material that:
 - (i) is maintained by a third party (including Macquarie's Associates); and

- (ii) the Principal is entitled to have access to, or have copies of, from Macquarie under this deed;
- (b) ensure that any contractual arrangements between Macquarie or Subcontractors and any third parties acknowledge the Principal's right of access under clause 46.2(a); and
- (c) provide to the Principal on demand written evidence (including copies of any contractual arrangements referred to in clause 46.2(b)) showing compliance by Macquarie with its obligations under clause 46.2(b).

46.3 **Macquarie to cooperate**

Macquarie must cooperate, and must ensure that Subcontractors cooperate, with the Principal and any persons authorised by the Principal in the exercise of the Principal's rights under this clause 46.

47. **RECORDS AND REPORTING OBLIGATIONS**

47.1 **Records**

- (a) Macquarie must keep appropriate books of account, records, documentation and systems which evidence its performance of Macquarie's Activities and its compliance with the Project Documents.
- (b) Macquarie must ensure its books of account, records, documentation and systems are available to the Principal upon request by the Principal (acting reasonably).

47.2 **Financial reporting**

- (a) Not later than 4 months after the end of each financial year, Macquarie must give the Principal:
 - (i) unconsolidated audited financial statements for the previous financial year for Macquarie;
 - (ii) the audited financial statements for the previous financial year of any consolidated entity of which Macquarie forms part; and
 - (iii) the audited financial statements for the previous financial year of any consolidated entity of which the D&C Contractor forms part.
- (b) Each of the documents to be provided to the Principal in accordance with this clause 47.2 must be accompanied by a certificate signed by two authorised officers of the relevant entity certifying that the information provided is accurate, complete and correct in all respects.
- (c) Macquarie must prepare (or procure the preparation of) the accounts and financial statements required under this clause 47.2 in compliance with Law and, without limitation, in accordance with the accounting principles generally accepted in Australia and consistently applied.

47.3 **Early warning risk register**

- (a) Macquarie will give early warning by notifying the Principal as soon as it becomes aware of any fact, matter or thing which may give rise to a risk of:
 - (i) a delay in achieving Milestone Achievement of any Milestone or Construction Completion or Completion of any Portion;

- (ii) an adverse effect on the performance of Macquarie's Activities or the Project Works;
 - (iii) Macquarie being in breach of any term of this deed; or
 - (iv) a Claim.
- (b) Upon receipt of an early warning notification under clause 47.3(a), Macquarie will enter the risk the subject of the early warning notification on the Risk Register (which will include a description of the risk and the actions which are to be taken to avoid or mitigate the risk).
 - (c) Macquarie must provide the Principal with access to the Risk Register or as otherwise directed by the Principal's Representative.
 - (d) A notification provided by either party under this clause 47.3 will not relieve Macquarie from or alter its Liabilities or obligations under this deed, including any and all other notification obligations under this deed.

47.4 **Notices under Project Documents**

Macquarie must give the Principal as soon as practicable certified copies of all notices of default, breach or dispute given or received by it under the Project Documents from any of its co-contracting parties.

47.5 **Advice on rights of third parties under Project Documents**

Macquarie undertakes to advise the Principal as soon as practicable after an event has occurred which, to Macquarie's actual knowledge, could in any way materially prejudice the Principal's rights under the Project Documents by reason of the exercise of rights available to third parties arising from the Project Documents.

47.6 **ASIC and ASX notices**

Macquarie must give the Principal, as soon as practicable, copies of all notices and other documents given or received by a member of the Macquarie Group to or from the Australian Securities and Investments Commission or the ASX Limited.

47.7 **Other information**

Macquarie must promptly give the Principal such other information relating to Macquarie's Activities as the Principal may reasonably require from time to time.

47.8 **Retention of records**

Macquarie must retain all records in relation to Macquarie's Activities:

- (a) until they are delivered to the Principal; or
- (b) if not so delivered to the Principal, for at least 7 years after the Last Date of Completion.

48. **CONFIDENTIALITY AND PERMITTED DISCLOSURE**

48.1 **Confidentiality**

- (a) Subject to clauses 48.1(b) and 48.1(c), Macquarie must:

- (i) keep the Project Documents and any information relating to the Project Works, Macquarie's Activities and any discussions concerning the Project Documents (together, the **Information**) confidential; and
 - (ii) ensure that each of its Associates comply with clause 48.1(a)(i).
- (b) Macquarie is not obliged to keep any Information confidential to the extent:
- (i) that Information is in the public domain through no default of Macquarie;
 - (ii) that Information is:
 - (A) required to be disclosed by Law or the ASX listing rules; or
 - (B) given to a court in the course of proceedings to which Macquarie is a party; or
 - (iii) the Principal consents in writing to the disclosure of that Information.
- (c) Subject to clause 48.1(d), Macquarie may provide Information to:
- (i) its Related Entities;
 - (ii) bona fide potential purchasers of an interest in a member of the Macquarie Group (excluding Macquarie, Macquarie Bank Limited, Project Trust, DevCo and Macquarie Financial Holdings) or a Retail Lot from Macquarie or a Related Entity of Macquarie, pursuant to clause 51, and any Related Entity of such potential purchaser;
 - (iii) Subcontractors, advisors, Financiers and prospective Financiers of Macquarie or any of the parties set out in clauses 48.1(c)(i) and 48.1(c)(ii); and
 - (iv) the officers, employees and agents of Macquarie or of any of the parties set out in clauses 48.1(c)(i) and 48.1(c)(ii), 48.1(c)(iii),
- to the extent that the disclosure of such Information is:
- (v) necessary to enable Macquarie to perform its obligations under this deed, the OSD PDA or any other Project Document; or
 - (vi) required in relation to the potential sale of an interest in a member of the Macquarie Group (excluding Macquarie, Macquarie Bank Limited, Project Trust, DevCo and Macquarie Financial Holdings) or a Retail Lot,
- and provided that, in the case of the parties described in clauses 48.1(c)(i), 48.1(c)(ii) and 48.1(c)(iii), Macquarie ensures that the relevant party is subject to the same obligations of confidentiality as those contained in this deed.
- (d) Macquarie may not disclose any provision of Annexure F to any person pursuant to clause 48.1(c) unless the relevant provision of Annexure F is in the public domain through no fault of Macquarie.

48.2 **Principal's Public Disclosure Obligations**

- (a) Macquarie acknowledges and agrees that the Principal, the State or any Authority may be required to disclose the Principal Project Documents and information concerning the Principal Project Documents and Macquarie's Activities:

- (i) under the GIPA Act or any similar legislation (subject to the prior redaction of Commercially Sensitive Information which is not required to be disclosed 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) Macquarie must, at its own Cost and expense, use all reasonable endeavours to assist the Principal, the State or an Authority to meet its Public Disclosure Obligations.
- (c) The parties acknowledge and agree that:
 - (i) by entering into this deed, the Principal has consulted with Macquarie in relation to the disclosure of the Principal Project Documents and information concerning the Principal Project Documents and Macquarie's Activities under the GIPA Act that is not Commercially Sensitive Information;
 - (ii) the Principal must notify Macquarie of any proposed disclosure of any information that the Principal considers (acting reasonably) may be Commercially Sensitive Information by the Principal under the GIPA Act no later than 15 Business Days before the proposed date of disclosure;
 - (iii) following notification by the Principal in accordance with clause 48.2(c)(ii), the Principal must take reasonable steps to consult with Macquarie before disclosing the information referred to in clause 48.2(c)(ii) under the GIPA Act; and
 - (iv) if, following:
 - (A) notification by the Principal in accordance with clause 48.2(c)(ii); and
 - (B) consultation between the Principal and Macquarie in accordance with clause 48.2(c)(iii),

Macquarie objects to disclosure of some or all of the information referred to in clause 48.2(c)(ii) under the GIPA Act on the basis that it is Commercially Sensitive Information, Macquarie must provide details of any such objection within 5 Business Days after the date Macquarie received notification from the Principal or the date on which the consultation process concluded (as relevant).

- (d) The Principal may take into account any objection received from Macquarie pursuant to clause 48.2(c)(iv) in determining whether the information identified by Macquarie as Commercially Sensitive Information should be disclosed under the GIPA Act.
- (e) Nothing in this clause 48.2 will limit or otherwise affect the discharge of the Principal 's obligations under the GIPA Act.

48.3 **Media Requests**

Without limiting clauses 48.1 and 48.2, if Macquarie receives a request from the media for comment with respect to any aspect of Macquarie's Activities, Macquarie 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).

49. **FINANCING AND REFINANCING**

49.1 **Financing documents**

- (a) The Principal acknowledges that:
 - (i) Macquarie, DevCo or its Related Entities may obtain financial accommodation to fund the OSD Works; and
 - (ii) it may be a condition of obtaining that financial accommodation that the Principal enters into one or more Financiers' Side Deeds and other agreements with the Financiers.
- (b) The parties acknowledge and agree that if and when one or more Financiers' Side Deeds are entered into by the relevant parties, the Financiers' Side Deeds will be Project Documents.

49.2 **Negotiating terms of financing documents**

- (a) The Principal agrees to:
 - (i) enter into a Financiers' Side Deed (and other agreements referred to in clause 49.1(a)(ii)) if required by the Financier (acting reasonably); and
 - (ii) subject to clause 49.2(b), act reasonably in negotiating:
 - (A) the form of the Financiers' Side Deed; and
 - (B) the terms of the other agreements referred to in clause 49.1(a)(i).
- (b) The Principal will be deemed to be acting reasonably under clause 49.2(a)(ii) if it withholds its consent to the form of the Financiers' Side Deed or to the terms of an agreement referred to in clause 49.1(a)(ii) where:
 - (i) the Principal is of the reasonable opinion that the particular term of the Financiers' Side Deed or the terms of an agreement referred to in clause 49.1(a)(ii) would bring about:
 - (A) an increase or adverse change in the profile of the risks or potential liabilities of the Principal under the Project Documents; or
 - (B) a material derogation of the Principal's rights under this deed ,
without adequate compensation to the Principal;
 - (ii) Macquarie has not agreed to pay all Costs reasonably incurred by the Principal arising out of or in connection with the negotiation and execution of the Financiers' Side Deed and agreements referred to in clause 49.1(a)(ii); or

(iii) the Principal is not satisfied (acting reasonably) with the credit standing of the Financier (including, where the Financier is acting in a security trustee capacity, that the Principal is not satisfied that the entity providing commitments to the Principal under the Financiers' Side Deed is capable of financially performing those obligations) after taking into account:

(A) the benefit of any indemnities the Principal may have from Macquarie and/or any financier; and

(B) the recourse of the Financier to the assets of the security trust pursuant to the relevant security trust deed.

(c) For the purposes of this clause 49.2, "Financier" means each Financier (if any) which enters into a Financiers' Side Deed.

50. **NOT USED**

51. **ASSIGNMENT AND CHANGE IN OWNERSHIP**

51.1 **Change in ownership**

Subject to clause 51.2:

(a) Macquarie represents and warrants that the legal and beneficial ownership of each member of the Macquarie Group (other than Macquarie) as at the Commencement Date is as set out in the Macquarie Group Structure;

(b) Macquarie must not permit, and must ensure that there is not, any change in the beneficial or legal ownership of any shares, units or other interest in the nature of equity in Macquarie, [REDACTED]

(c) without limiting clause 51.1(b), Macquarie must not permit any change in the beneficial or legal ownership of any shares, units or other interest in the nature of equity, in any member of [REDACTED]

[REDACTED] unless Macquarie has notified the Principal in writing:

(i) at least [REDACTED] prior to any proposed change; and

(ii) no later than [REDACTED] after any change,

in the beneficial or legal ownership of such shares, units or other interest; and

[REDACTED]

51.2 **Permitted Changes in Ownership**

Clauses 51.1 and 51.3 do not apply to:

- (a) a transfer of any share or unit or other interest in the nature of equity which is listed on a recognised stock exchange (including conversion of any relevant interest); or
- (b) any capital raising (whether hybrid capital or equity capital), share buy-back, share reduction or any other capital markets transaction conducted by and in relation to Macquarie; or
- (c) any transfer of a share or unit or other interest in the nature of equity by a person to a Related Entity of Macquarie, provided Macquarie gives the Principal prior written notice of the transfer and provided that Macquarie remains the ultimate parent company.

51.3 **Assignment**

- (a) Subject to clauses 51.2, 51.3(b) and 51.3(d), Macquarie must not, and must ensure that Macquarie Bank Limited and DevCo do not assign, novate, grant a Security Interest over, or otherwise dispose of all or any benefit, right or interest in or under:
 - (i) the Project Documents; or
 - (ii) prior to the OSD Date of Completion:
 - (A) the Construction Site;
 - (B) the Macquarie Land; or
 - (C) the Retail Lot,

without the Principal's prior written consent.
- (b) Nothing in clause 51.3(a) will limit a Retail Lessee's right to enter into the Retail Subleases pursuant to clause 12.3(a) of the Retail Lease.
- (c) Macquarie acknowledges and agrees that it will be a condition of any assignment or novation of this deed in accordance with clause 51.3(a) that the proposed counterparty provides a parent company guarantee in a form satisfactory to the Principal from a parent company with sufficient long term credit rating and financial standing determined in the Principal's opinion.
- (d) Despite clause 51.3(a), nothing in this clause 51 restricts or limits the ability of Macquarie or its Related Entities to assign, grant a Security Interest (including real property mortgage) or otherwise dispose of all or any benefit, right or interest in Macquarie Bank Limited's estate and interest in any part of the Macquarie Land that does not include the Macquarie Construction Site, the Relevant Land, 50 Martin Place Ancillary Amenities Lot or the Concourse Link Works.

52. **DISPUTE RESOLUTION**

52.1 **Disputes generally**

Subject to clause 52.14, any dispute, difference, controversy or Claim (**Dispute**) directly or indirectly based upon, arising out of, relating to or in connection with the Project Works, Macquarie's Activities, the Project or this deed (including any questions relating to the existence, validity or termination of this deed) or either party's conduct before the Commencement Date, but excluding a failure by a party to comply with a final and binding decision of the Expert, must be resolved in accordance with this clause 52.

52.2 **Independent Dispute Avoidance and Resolution Panel**

- (a) **(Establishment)** The IDAR Panel will be constituted under the IDAR Panel Agreement.
- (b) **(Accession by Macquarie)** Macquarie 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 Macquarie's Activities including providing all information that the IDAR Panel reasonably requests.

52.3 **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;
 - (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 52.3(c) 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) Macquarie's Representative; and
 - (iv) other persons as agreed between the Principal's Representative and Macquarie'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 52.3(a)(ii) will be treated as a breach of this deed by the relevant party.

52.4 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 52.5; and
 - (iii) whether the Dispute is not suitable for expert determination and should be determined in accordance with clause 52.8,

(Recommendation).

- (b) **(Referral to expert determination)** Subject to clause 52.4(d), 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 clause 52.4(b)(i) and clause 52.4(b)(ii) 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 52.4(b);

- (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 52.4(a)(ii), the parties may accept the recommendation or clause 52.5(a) will apply; or
 - (ii) under clause 52.4(a)(iii), that the Dispute is not suitable for expert determination, the parties may agree to have the Dispute determined in accordance with clause 52.8, however if the parties have not so agreed within 5 Business Days of the Recommendation, clause 52.5 will apply.

52.5 Expert determination

- (a) 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 Schedule A15.
- (b) Both parties must promptly make available to the Expert all such additional information, access to the Construction Site, other relevant places and all appropriate facilities, as the Expert may require for the purposes of making a determination on the Dispute.
- (c) 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) 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 52.5. 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 or an arbitral award made in court proceedings or an arbitration pursuant to this clause 52.

52.6 Notice of dissatisfaction

- (a) If:
 - (i) either party is dissatisfied with a determination made by an Expert under clause 52.5, 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) A Notice of Dissatisfaction issued under this clause 52.6 must:
 - (i) state that it is given under this clause 52.6; and
 - (ii) set out the matter in Dispute and the reason(s) for dissatisfaction.
- (c) Except as stated in clause 52.4(d)(ii), 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 52.6.

52.7 Final and binding decision

- (a) If the Expert has made a determination as to a Dispute and no Notice of Dissatisfaction has been given by either party under clause 52.6 within 10 Business Days after that party received the Expert's determination, then the Expert's determination will become final and binding upon both parties.
- (b) Once a determination of an Expert has become final and binding under clause 52.7(a), neither party will be entitled to challenge that determination on any basis.

52.8 Litigation or arbitration

Where this clause applies, the Principal in its absolute discretion, may within 5 Business Days:

- (a) after issuing or receiving a Notice of Dissatisfaction; or
- (b) of reaching an agreement under clause 52.4(d)(ii),

(as applicable) issue a notice to Macquarie stating that the Dispute is to be determined by litigation pursuant to court proceedings. If the Principal does not issue such a notice within the 5 Business Day period, the Dispute will be referred to arbitration.

52.9 Arbitration rules

- (a) 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) The seat of the arbitration will be Sydney, Australia.
- (c) The number of arbitrators will be agreed or determined pursuant to the ACICA Arbitration Rules.

- (d) The language of the arbitration will be English.
- (e) The parties further agree to the following general principles relating to the procedure of the arbitration:
 - (i) that they have chosen arbitration for the purposes of achieving a just, quick and cost-effective resolution of any Dispute;
 - (ii) that 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;
 - (iii) that 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.
- (f) The parties agree that:
 - (i) subject to clause 52.10, 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.
- (g) 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.
- (h) Any award of the arbitral tribunal will be final and binding upon the parties.
- (i) This arbitration agreement is governed by and must be construed according to the Law applying in New South Wales.

52.10 Exclusion from determination or award

- (a) 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 this clause 52.
- (b) The arbitral tribunal 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 the arbitral tribunal.

52.11 Payments

The Principal may withhold payment of that part of any amount which is the subject of a Dispute.

52.12 Macquarie to continue performing obligations

Despite the existence of any Dispute:

- (a) Macquarie must continue to perform Macquarie's Activities; and
- (b) the parties must perform their respective obligations under this deed.

52.13 Urgent relief

Nothing in this clause 52 will prejudice the right of a party to seek urgent injunctive or declaratory relief from a court.

52.14 Dispute under related contracts

Other than in relation to a dispute under clause 26 of the OSD PDA, the parties acknowledge and agree that:

- (a) the provisions of this clause 52 will not apply to any dispute, difference, controversy or claim between one or both of the parties and the Independent Certifier which is to be resolved under the provisions of the Independent Certifier Deed;
- (b) the parties will be bound by the outcome of any dispute, difference, controversy or claim between the parties which is resolved pursuant to the Independent Certifier Deed;
- (c) the provisions of this clause 52 will not apply to any dispute, difference, controversy or claim between the parties which is to be resolved under a Project Cooperation and Integration Deed;
- (d) the parties will be bound by the outcome of any dispute, difference, controversy or claim between the parties which is resolved pursuant to a Project Cooperation and Integration Deed; and
- (e) where the Dispute is a Common Dispute, as that term is defined in Schedule D4, then this clause 52 will apply subject to the provisions of Schedule D4.

52.15 Disputes with Significant Subcontractors

- (a) The parties acknowledge and agree that a dispute arising under the D&C Contract may concern the respective rights and obligations of the parties under this deed.
- (b) Macquarie must inform the Principal immediately of any formal disputes or differences under the D&C Contract and the consequences (if any) of those disputes or differences under this deed.
- (c) In such circumstances, and if the Principal consents (in its absolute discretion), Macquarie may permit the D&C Contractor to:
 - (i) attend and observe the dispute resolution process under this deed; or

- (ii) be joined as a party to the dispute resolution process.

52.16 Survive termination

This clause 52 will survive termination of this deed.

53. REPRESENTATIONS AND WARRANTIES

53.1 Principal's representations and warranties

The Principal represents and warrants for the benefit of Macquarie that:

- (a) it is a NSW government agency validly constituted and existing under the Transport Administration Act;
- (b) 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 Project Documents (or will have them in full force and effect at the time the obligation is to be performed);
- (c) each Principal Project Document constitutes a valid and legally binding obligation of it in accordance with its terms; and
- (d) the execution, delivery and performance of each Principal Project 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.

53.2 Macquarie representations and warranties

Macquarie represents and warrants for the benefit of the Principal that:

- (a) 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) it is duly registered and remains in existence;
- (c) it has, or will have (in respect of those Project Documents still to be executed as at the Commencement Date), power to enter into the Project Documents to which it is a party and comply with its obligations under them;
- (d) it has, or will have (in respect of those Project Documents still to be executed as at the Commencement Date) in full force and effect the authorisations necessary for it to enter into the Project Documents to which it is a party, to comply with its obligations under them and to allow them to be enforced;
- (e) its obligations under the Project Documents (once executed) are valid and binding and are enforceable against it in accordance with their terms;
- (f) the Project 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) there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable;

- (h) 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;
- (i) no Macquarie Event of Default has occurred or is subsisting;
- (j) it is not in default of its material obligations under any Principal Project Document;
- (k) it does not have immunity from the jurisdiction of a court of Australia or from Australian legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise);
- (l) there has been no material change in the financial condition of Macquarie (since the Commencement Date) which would prejudice the ability of Macquarie to perform its obligations under the Project Documents;
- (m) it is not aware of any material facts or circumstances relating to Macquarie that have not been disclosed to the Principal and which might, if disclosed, materially adversely affect the decision of a prudent person considering whether Macquarie has the financial or technical capabilities to adhere to its obligations and deliver on its commitments under this deed;
- (n) 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 Project Document to which it is a party; and
- (o) the Treasurer cannot prohibit and has not prohibited the grant of this deed under the FIRB Act.

53.3 **Repetition of representation and warranties**

The representations and warranties contained in clauses 53.2(f), 53.2(i), 53.2(j), 53.2(m), 53.2(n) and 53.2(o) are made on the Commencement Date. Each other representation and warranty contained in this clause 53:

- (a) is made on the Commencement Date; and
- (b) will be deemed to be repeated on each anniversary of the Commencement Date up to and including the Date of Completion,

with reference to the facts and circumstances then subsisting.

53.4 **Obligations not affected**

Macquarie acknowledges that the representations and warranties in this clause 53 and Macquarie's obligations under the Project Documents remain unaffected notwithstanding any receipt or review of, or comment or Direction on, documentation prepared by Macquarie.

53.5 **Undertakings by Macquarie**

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 Project 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.

54. **NOTICE OF CLAIMS**

54.1 **Notice of Variation**

- (a) If a Direction of the Principal, other than a Variation Order under clause 35, constitutes or involves a Variation, Macquarie must, if it wishes to make a Claim against the Principal arising out of or, or in any way in connection with, the Direction:
- (i) within 20 Business Days after receiving the Direction and before commencing work on the subject matter of the Direction or otherwise complying with the Direction, give notice to the Principal's Representative that sets out:
 - (A) that it considers the Direction constitutes or involves a Variation;
 - (B) details of the relevant Direction; and
 - (C) details of why it considers the Direction constitutes or involves a Variation; and
 - (ii) within 10 Business Days after giving the notice under clause 54.1(a)(i), submit a written Claim to the Principal's Representative which includes the details required by clause 54.3(b); and
 - (iii) continue to carry out Macquarie's Activities in accordance with this deed including any Direction in respect of which notice has been given under this clause 54.1.
- (b) If Macquarie issues a notice under clause 54.1(a)(i), the Principal may:
- (i) confirm that the Direction constitutes or involves a Variation (in which case clauses 35 and 37 will apply and Macquarie will be entitled to any Variation Costs payable under clause 37), or entitles Macquarie to make a Claim, by the giving of a notice under this clause 54.1(b)(i), in which case Macquarie must comply with the Direction;
 - (ii) deny that the Direction constitutes or involves a Variation, or entitles Macquarie to make a Claim, by the giving of a notice under this clause 54.1(b)(ii), in which case Macquarie:
 - (A) may within 10 Business Days after the receipt of the notice issue a Notice of Issue under clause 52; and
 - (B) unless otherwise directed by the Principal's Representative, must comply with the Direction irrespective of any Claim or Dispute in relation to the Direction or any part of it; or
 - (iii) withdraw the Direction by giving a notice under this clause 54.1(b)(iii) provided that the Principal must compensate Macquarie for its reasonable costs incurred in compliance with such withdrawn Direction pursuant to clause 54.1(a)(iii).
- (c) If within 20 Business Days after first receipt of the notice under clause 54.1(a)(i), the Principal's Representative has not taken any action under clause 54.1(b), the Principal's Representative will be deemed to have given a notice under clause 54.1(b)(ii).

54.2 Notices of other Claims

- (a) Subject to clause 54.2(b), Macquarie must give the Principal the notices required by clause 54.3 if it wishes to make a Claim against the Principal in respect of any Direction or any other fact, matter or thing (including a breach of this deed by the Principal) under, arising out of, or in connection with Macquarie's Activities or this deed, including anything in respect of which it is given an express entitlement under this deed but excluding anything which Macquarie is expressly prohibited from claiming under this deed.
- (b) Clause 54.2(a) does not apply to the following Claims:
 - (i) a Claim in relation to suspension under clause 23.6;
 - (ii) a Claim for an extension of time under clause 23.9;
 - (iii) a Claim for Delay Costs or [REDACTED] under clause 24.5;
 - (iv) a Claim in respect of a Variation ordered in accordance with clause 35 or to which clause 54.1 applies; or
 - (v) a Claim for payment under clauses 33, 34 or 45.10.

54.3 Prescribed notices

The notices referred to in clause 54.2 are:

- (a) a written notice within 20 Business Days after Macquarie first became aware of the Direction or first became aware of any other fact, matter or thing on which the Claim is based, expressly specifying:
 - (i) that Macquarie intends to submit a Claim;
 - (ii) the relevant clause of the deed under which the Claim is made; and
 - (iii) the Direction or any other fact, matter or thing on which the Claim will be based; and
- (b) a written Claim within 10 Business Days after giving notice under clause 54.3(a), which must include:
 - (i) detailed particulars concerning the Direction or any other fact, matter or thing on which the Claim is based;
 - (ii) the legal basis for the Claim, whether based on a term of this deed or otherwise, and if based on a term of this deed, clearly identifying the specific term;
 - (iii) the facts relied on in support of the Claim in sufficient detail to permit verification; and
 - (iv) details of the amount claimed and how it has been calculated.

54.4 Continuing events

If the Direction or any other fact, matter or thing on which the Claim under clause 54.3(b) is based or the consequences of the events are continuing, Macquarie must continue to give information required by clause 54.3(b) within 14 Business Days after the end of each calendar month after the written Claim under clauses 54.1(a)(ii) or 54.3(b) (as the case

may be) was submitted, until after the Direction or fact, matter or thing on which the Claim is based has, or the consequences thereof have, ceased.

54.5 **Time bar**

If Macquarie fails to comply with clauses 54.1, 54.2, 54.3 or 54.4:

- (a) the Principal will not be liable (insofar as it is possible to exclude such liability) in respect of any Claim by Macquarie; and
- (b) Macquarie will be absolutely barred from making any Claim against the Principal, arising out of, or in any way in connection with, the relevant Direction or fact, matter or thing (as the case may be) to which clauses 54.1 or 54.3 applies.

54.6 **Temporary waiver of notification requirements**

- (a) Within 5 Business Days after receipt of a written notice referred to in clause 23.9(b)(i), 24.2(a), 54.1(a)(i) or 54.3(a) (as applicable), the Principal's Representative may notify Macquarie in writing that the Principal wishes to temporarily waive the requirements of clause 23.9(b)(ii), 24.2(b), 54.1(a)(ii) or 54.3(b) (as applicable) (**Claims Clause**) in relation to the proposed Claim that is the subject of Macquarie's notice.
- (b) If the Principal's Representative issues a notice under clause 54.6(a), the parties must meet within 2 Business Days (or such longer period agreed between the parties) to discuss the proposed Claim and seek to agree:
 - (i) the period for which the requirements of the relevant Claims Clause will not apply in relation to the proposed Claim; and
 - (ii) the next steps (if any) that the parties wish to take in relation to the proposed Claim.
- (c) If, at a meeting under clause 54.6(b), the parties agree a period for which the requirements of the relevant Claims Clause will not apply, the Principal's Representative will promptly confirm such period by notice in writing to Macquarie.
- (d) A meeting under clause 54.6(b) may be held in person, by phone, by video conference or by any other means of instantaneous communication agreed between the parties.
- (e) If the Principal's Representative has given a written notice under clause 54.6(a) and, with respect to the requirements of the relevant Claims Clause, the parties:
 - (i) agree a period for which the requirements of the relevant Claims Clause will not apply, Macquarie must provide a written Claim including the details required by the Claims Clause no later than 20 Business Days after the expiry of that period as stated in a notice issued by the Principal's Representative under clause 54.6(a) (or such longer period as the parties may subsequently agree in writing); or
 - (ii) fail to agree a period for which the requirements of the relevant Claims Clause will not apply, Macquarie must provide a written Claim including the details required by the relevant Claims Clause no later than 20 Business Days after the date of the meeting held under clause 54.6(b).
- (f) Macquarie must maintain and keep an updated register of potential Claims that have been the subject of a notice issued by the Principal's Representative under

clause 54.6(a) and provide a copy of this register to the Principal's Representative at least 3 Business Days in advance of each meeting of the Project Control Group.

- (g) The register of potential Claims under clause 54.6(f) must include:
 - (i) Claim number;
 - (ii) Claim description;
 - (iii) the date the initial notice of Claim was received;
 - (iv) the clause(s) under which the notice was given;
 - (v) the date of the notice issued by the Principal's Representative under clause 54.6(a);
 - (vi) the date of the meeting under clause 54.6(b);
 - (vii) the date on which the Claim is required (as agreed or pursuant to clause 54.6(e)(ii));
 - (viii) any next steps agreed at the meeting under clause 54.6(b); and
 - (ix) the status of those next steps.
- (h) Nothing done by the Principal or the Principal's Representative under this clause 54.6:
 - (i) constitutes acceptance by the Principal that the relevant notice under clause 24.2, 54.1 or 54.2 (as the case may be) is valid; or
 - (ii) prejudices in any way the Principal's right to later assert a time bar in respect of such notice provided that, for the purposes of any such subsequent assertion, the calculation of the time bar must not include any time period the subject of a waiver granted under this clause 54.6.

54.7 **Other provisions unaffected**

Nothing in clauses 54.1 to 54.5 (inclusive) will limit the operation or effect of any other provision of this deed which requires Macquarie to give notice to the Principal or the Principal's Representative in order to preserve an entitlement to make a Claim against the Principal.

55. **PROPORTIONATE LIABILITY**

55.1 **Exclusion of proportionate liability scheme**

- (a) To the extent permitted by Law, Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provision in any other state or territory) is excluded in relation to all and any rights, obligations or liabilities of either party under this deed whether these rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.
- (b) Without limiting the above, the rights, obligations and liabilities of the Principal and Macquarie under this deed with respect to proportionate liability are as specified in this deed and not otherwise, whether these rights, obligations or liabilities are sought to be enforced by a Claim in contract, in tort or otherwise.

55.2 **Macquarie not to apply proportionate liability scheme**

To the extent permitted by Law:

- (a) Macquarie must not seek to apply the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) in relation to any Claim by the Principal against Macquarie (whether in contract, tort or otherwise); and
- (b) if any of the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) are applied to any Claim by the Principal against Macquarie (whether in contract, tort or otherwise), Macquarie must indemnify the Principal against any Loss, damage, Cost or expense that forms part of a Claim by the Principal against Macquarie which the Principal cannot recover from Macquarie because of the operation of Part 4 of the *Civil Liability Act 2002* (NSW).

55.3 **Subcontracts**

Macquarie must:

- (a) in each Subcontract into which it enters into for the performance of Macquarie's Activities, include a term that (to the extent permitted by Law) excludes the application of Part 4 of the *Civil Liability Act 2002* (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; and
- (b) require each Subcontractor to include, in any further contract that it enters into with a third party for the performance of Macquarie's Activities, a term that (to the extent permitted by Law) excludes the application of Part 4 of the *Civil Liability Act 2002* (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.

56. **COSTS**

56.1 **Obligations of Macquarie**

Except as otherwise specified in a Project Document, Macquarie must pay or reimburse the Principal on demand for the Costs of the Principal (including legal Costs on a solicitor and own client basis) in connection with:

- (a) any consent or approval sought by Macquarie or anyone claiming through Macquarie under any Project Document (whether or not that consent or approval is given);
- (b) a waiver, variation, release, surrender or discharge of or in connection with any Project Document; and
- (c) the Principal doing anything at the request of Macquarie to vary documents or negotiate with any other entity.

56.2 **Costs of negotiating this deed**

Subject to clause 57.1, each party agrees to pay its own Costs of and incidental to the negotiation and execution of this deed.

56.3 Each party to pay its Costs

Unless otherwise provided and subject to clause 57.1, anything which a party does in connection with a Project Document must be done at the party's own Cost.

57. TAXES

57.1 Liability for Taxes

Except as otherwise specified in this deed, in the Call Option Deed (Retail Lot North) or in the Call Option Deed (Retail Lot South), Macquarie must pay or reimburse the Principal on demand for the Costs of the Principal (including legal Costs on a solicitor and own client basis) in connection with any Taxes which may be payable or determined to be payable in connection this with this deed.

58. GST

58.1 Payment of GST

Unless otherwise expressly stated, all amounts payable under or in connection with this deed are stated exclusive of GST. If GST is or will be payable on a supply made under or in connection with this deed:

- (a) the consideration otherwise provided for that supply under this deed is increased by the amount of that GST; and
- (b) 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.

58.2 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, within 10 Business Days after becoming aware of the adjustment event:

- (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.

58.3 Tax invoice/adjustment note

Subject to clause 58.4, 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.

58.4 Recipient created tax invoice/recipient created adjustment note

- (a) The parties agree that the Principal will issue a tax invoice or adjustment note (as appropriate) for all taxable supplies made by Macquarie to the Principal under or in connection with a Project Document within 28 days of the making, or determining the value, of the relevant supply.

- (b) Macquarie:
 - (i) warrants to the Principal that at the time of:
 - (A) entering into each Project Document of which it is a party;
 - (B) each supply occurring or being deemed to have occurred under a Project Document; and
 - (C) each tax invoice or adjustment note being issued by the Principal to Macquarie under a Project Document,

Macquarie will be registered for GST;
 - (ii) indemnifies the Principal against any Loss resulting from Macquarie not being so registered;
 - (iii) must produce written evidence satisfactory to the Principal of that registration if the Principal requests it;
 - (iv) must notify the Principal within 5 Business Days if DevCo ceases to be registered for GST; and
 - (v) agrees that Macquarie will not issue a tax invoice or adjustment note for supplies it makes under or in connection with a Project Document in respect of which the Principal must issue a tax invoice or adjustment note.
- (c) The Principal:
 - (i) warrants to Macquarie that at the time of entering into each Project Document of which it is a party the Principal is registered for GST; and
 - (ii) must notify Macquarie within 5 Business Days if the Principal ceases to be registered for GST.

58.5 **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.

59. **NOTICES**

- (a) Wherever referred to in this clause, **Notice** means each communication (including each notice, consent, approval, request and demand) under or in connection with this deed.
- (b) At any time and from time to time, the Principal's Representative may notify Macquarie 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; and
 - (iv) any other information reasonably necessary for the use and service of Notices via the PDCS.
- (c) At any time and from time to time, the Principal's Representative may notify Macquarie 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 59(d)(i) and must be given 10 Business Days prior to the implementation of any such change to the notice arrangements.
- (d) Each Notice must:
- (i) before the date referred to in clause 59(b)(ii) applies, be:
 - (A) in writing;
 - (B) addressed:
 - (aa) in the case of a Notice from Macquarie, to the Principal's Representative; or
 - (bb) in the case of a Notice from the Principal, to Macquarie's Representative;
 - (C) 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
 - (D) delivered or posted to the relevant address or sent to the relevant email address shown below (or to any new address or email address notified by the intended recipient):
 - (aa) to the Principal:

Address: Level 43, 680 George Street Sydney NSW 2000

Email: [REDACTED]

Attention: [REDACTED]
 - (bb) to Macquarie:

Address: c/- Macquarie Capital
Level 4, 50 Martin Place
Sydney NSW 2000

Email: [REDACTED]

Attention: [REDACTED]
 - (ii) on and from the commencement date for use of the PDCS referred to in clause 59(b)(ii) (other than where clause 59(c) applies):
 - (A) be sent through the PDCS in accordance with the requirements set out in clause 59(f) and:

- (aa) in the case of a Notice to the Principal, be addressed to the Principal's Representative; or
 - (bb) in the case of a Notice to Macquarie, be addressed to Macquarie'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 59(d)(i).
- (e) 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) 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 59(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) Macquarie warrants that it will:
 - (i) ensure that it has internet access which is sufficient to facilitate use of the full functionality of the PDCS;
 - (ii) ensure that relevant personnel log on and use the PDCS and check whether Notices have been received on each Business Day;

- (iii) comply with any user guide and protocol with respect to the PDCS provided by the Principal to Macquarie from time to time;
 - (iv) ensure all relevant personnel attend all necessary training required by the Principal's Representative;
 - (v) advise the Principal's Representatives of which personnel require access to the PDCS;
 - (vi) at all times, ensure that it has access to personnel trained in the use of the PDCS so as to be able to view, receive and submit communications (including Notices) using the PDCS; and
 - (vii) 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 59(d)(ii)(B) to the Principal's Representative through the PDCS.
- (h) The Principal has no liability for any Losses Macquarie 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, and Macquarie will not be entitled to make, and the Principal will not be liable upon, any Claim against the Principal arising out of or in connection with such access to or use of the PDCS or any failure of the PDCS.
 - (i) If this deed requires Macquarie to provide any documents, notices or other communications to a Rail Contractor, Macquarie must address those communications to the relevant Rail Contractor:
 - (i) at the address notified by the Principal to Macquarie; or
 - (ii) if required by the Principal, by way of the PDCS.

60. GENERAL

60.1 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.

60.2 Amendments

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

60.3 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 of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of a Project Document.

60.4 Survival of certain provisions; no merger

- (a) Without limiting clause 60.10(a):
 - (i) clauses 1, 6, 10.6, 11.4(g), 11.4A, 11.5, 11.11, 11.17, 11.19, 16.2, 16.5, 17.14, 20.15, 20.16, 20.18, 34.8, 34.10, 38 (but only to the extent that there is an outstanding Variation Order under the OSD PDA relating to a Pending Change and the OSD PDA has not been terminated), 42, 48, 51.3, 52, 54, 57, 58, 59, 60, Schedule A21, the representations, warranties and indemnities given by Macquarie 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 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.

60.5 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.

60.6 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.

60.7 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.

60.8 Exercise of remedies

- (a) If Macquarie breaches any of its obligations under this deed or any other Project 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 Project

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 Project 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.

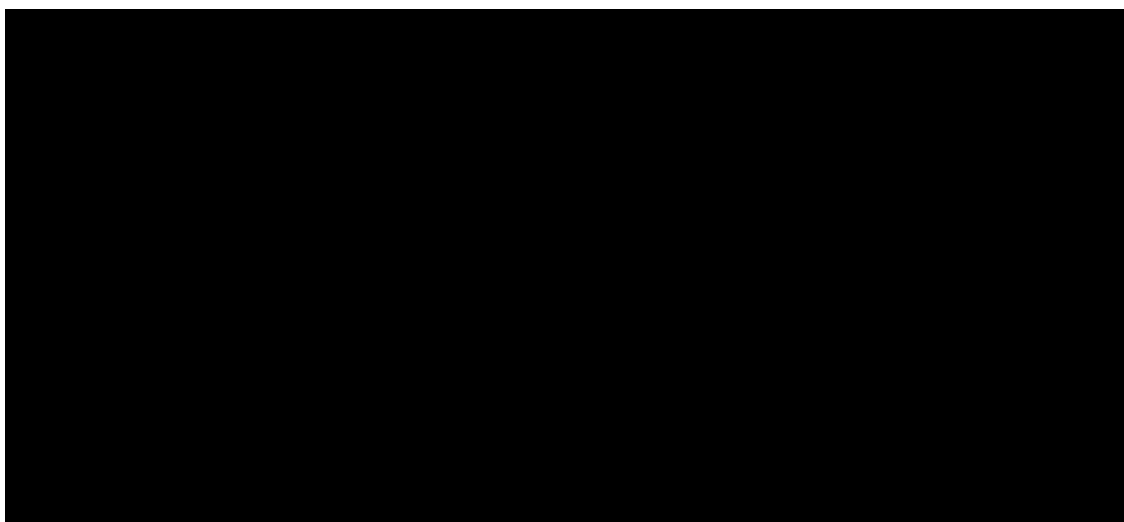
60.9 Entire agreement

To the extent permitted by Law, in relation to its subject matter, this deed:

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

60.10 Indemnities

- (a) Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this deed.
- (c) A party must pay on demand any amount it must pay under an indemnity in this deed.
- (d) Where Macquarie gives any indemnity or release under any of the Project Documents, it gives an equivalent indemnity and release to the State. The Principal holds for itself and on trust for the State the benefit of each such indemnity and release in this deed.



60.11 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.

60.12 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.

60.13 Relationship between the Principal and Macquarie

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

- (a) constituting a relationship between the Principal and Macquarie, 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 Macquarie or Macquarie's Associates in relation to or arising out of a Project Document, other than to comply with the obligations (if any) expressly stated to be assumed by the Principal under this deed or any other Project Document on a good faith basis; or
- (c) imposing any general duty of good faith on Macquarie to the Principal or the Principal's Associates in relation to or arising out of a Project Document, other than to comply with the obligations (if any) expressly stated to be assumed by Macquarie under this deed or any other Project Document on a good faith basis.

60.14 Principal not liable

Except to the extent expressly provided for in this deed, the Principal is not liable for any Loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right, power or remedy.

60.15 Supervening legislation

Any present or future legislation which operates to vary the obligations of Macquarie 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.

60.16 Set off

Except to the extent expressly provided for in this deed:

- (a) any party may set off any liquidated amount owing by it to the other party under this deed against any other liquidated amount owing by that other party; and
- (b) 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.

60.17 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.

60.18 Antecedent obligations

The expiry or termination of this deed does not affect a party's obligations:

- (a) to make payments under this deed in respect of periods before the expiry or termination of this deed; or
- (b) to provide information to the other party to enable it to calculate those payments.

60.19 Vienna Convention

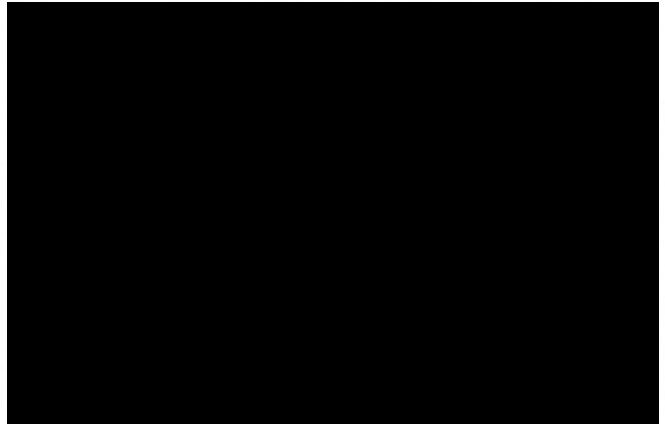
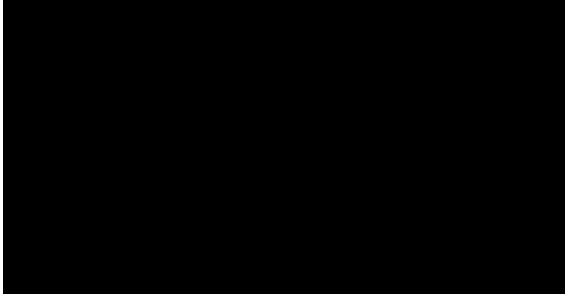
The United Nations Convention on Contracts for the International Sale of Goods and the *Sale of Goods (Vienna Convention) Act 1986* (NSW) do not apply to this deed.

60.20 Transfer of functions or Public Transport Agency assets

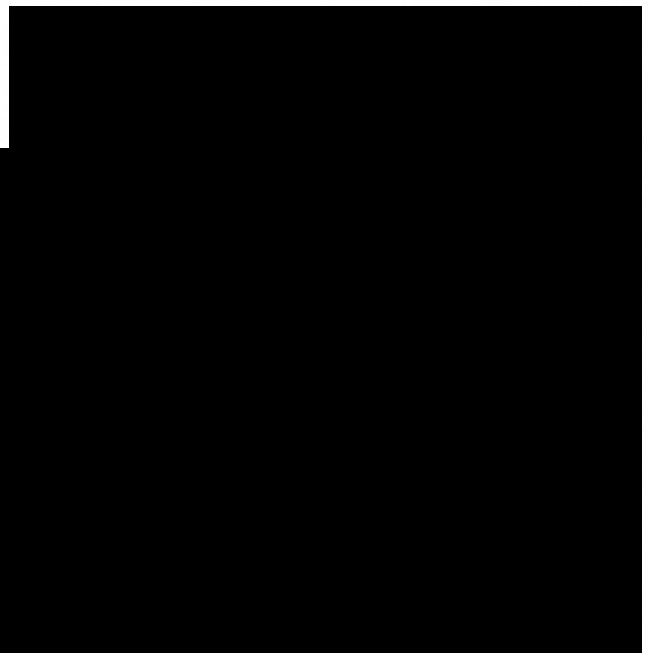
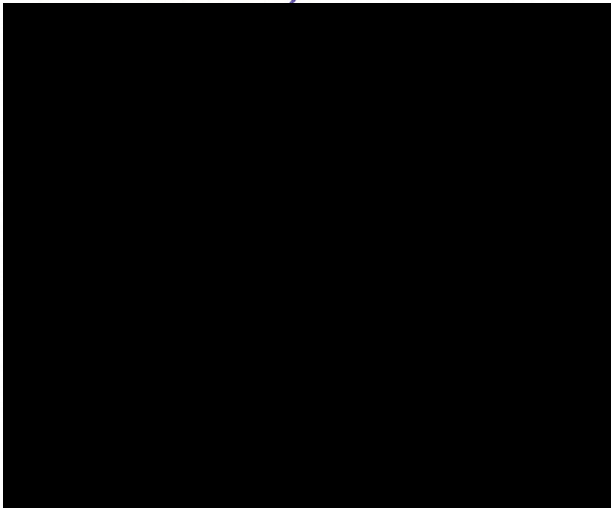
- (a) The parties acknowledge that:
 - (i) a Public Transport Agency may be reconstituted, renamed, dissolved, replaced or restructured and that some or all of the powers, functions, assets, rights, liabilities or responsibilities of a Public Transport Agency may be transferred to or vested in another 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) Macquarie 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 this deed, or any replacement agreement or agreements for this deed to give effect to a Public Transport Agency being reconstituted, renamed, dissolved, replaced or restructured.
- (c) Macquarie 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 60.20.
- (d) For the purposes of this clause 60.20, "another entity" means a government or semi-government entity, including any agency, statutory corporation, statutory authority, department or state owned corporation.

EXECUTED as a deed.

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



SIGNED by **MACQUARIE GROUP LIMITED** ABN 94 122 169 279 by its duly authorised attorneys who hereby state that at the time of executing this instrument they have no notice of the revocation of the Power of Attorney dated 4 September 2018:



**SCHEDULE A1
Condition Precedent**

Conditions Precedent	Benefiting Party
<p>1. PROJECT DOCUMENTS</p> <p>Execution of all Project Documents and OSD Project Documents, other than:</p> <ul style="list-style-type: none"> (a) each Follow-on Contractor Cooperation and Integration Deed; (b) each Follow-on Contractor Cooperation and Integration Deed (as that term is defined in the OSD PDA); (c) the Retail Lease; (d) the IDAR Panel Agreement; (e) the Collateral Warranty Deed Poll; (f) the Development Lot Sale Contracts (as defined in the OSD PDA); (g) the Call Option Deeds (as defined in the OSD PDA); (h) Independent Certifier Deed; and (i) the Master Interface Protocols Deed Poll, <p>and the satisfaction or waiver of all conditions precedent to those Project Documents and OSD Project Documents (other than any condition precedent that requires the satisfaction or waiver of the conditions precedent to this deed).</p>	<p>The Principal and Macquarie</p>
<p>2.</p> <div style="background-color: black; width: 100%; height: 40px;"></div>	<div style="background-color: black; width: 100%; height: 40px;"></div>
<p>3. MACQUARIE'S INSURANCE POLICIES</p> <p>The insurances referred to in clause 41.3 of this deed being effected in the form required by this deed or as otherwise agreed by the Principal and the certificates of currency being provided to the Principal.</p>	<p>The Principal</p>
<p>4. PRINCIPAL'S INSURANCE POLICIES</p> <p>The insurances referred to in clause 41.2 of this deed being effected in the form of the wording set out in Schedule E5 or as otherwise agreed by Macquarie and the certificates of currency being provided to Macquarie.</p>	<p>Macquarie</p>
<p>5. BANK GUARANTEES</p> <p>The Principal receiving the Bank Guarantees referred to in clause 6.1.</p>	<p>The Principal</p>

SCHEDULE A2
Portions and Milestones

1. **GENERAL**

- (a) Subject to paragraph 1(c), unless the context requires otherwise, terms which are defined in the SWTC have the same meaning where used in this Schedule A2.
- (b) A reference to an area of the Construction Site by an individual area number is a reference to the area of the Construction Site so numbered and described in the drawings described in section 2 of this Schedule A2 below.
- (c) In this Schedule A2:
 - (i) **Degree 1 Activities Completion** means the stage in execution of Macquarie's Activities in respect of a specified part of the Project Works when all of the activities identified as "Degree 1 Activities Completion" in Table 1 in Appendix 1 to this Schedule A2 have been completed, as applicable, in accordance with this deed;
 - (ii) **Degree 2 Activities Completion** means the stage in execution of Macquarie's Activities in respect of a specified part of the Project Works when all of the activities identified as "Degree 2 Activities Completion" in Table 1 in Appendix 1 to this Schedule A2 have been completed, as applicable, in accordance with this deed; and
 - (iii) **Degree 3 Activities Completion** means the stage in execution of Macquarie's Activities in respect of a specified part of the Project Works when all of the activities identified as "Degree 3 Activities Completion" in Table 1 in Appendix 1 to this Schedule A2 have been completed, as applicable, in accordance with this deed.
- (d) In this Schedule A2, where, in respect of a Milestone or a Portion (as applicable), there is an extension of time for the Date for Milestone Achievement, Date for Construction Completion or Date for Completion (as applicable) granted by the Principal's Representative under this deed or allowed in any dispute resolution proceedings:
 - (i) any reference in this Schedule A2 to that Date for Milestone Achievement, Date for Construction Completion or Date for Completion (as applicable) is to the relevant extended Date for Milestone Achievement, Date for Construction Completion or Date for Completion (as applicable); and
 - (ii) any reference to a Portion 1 Pre Step-Up Date, OTE Option Portion 1 Pre Step-Up Date or Portion 2 Pre Step-Up Date (each term as defined in paragraph 3) will be read as extended by the same number of days as the relevant extended Date for Milestone Achievement, Date for Construction Completion or Date for Completion (as applicable) has been extended.

2. **PORTION DRAWINGS**

The drawings of the areas of the Construction Site referred to in this Schedule A2 are set out in the table below:

Drawing Number	Revision	Drawing Title and number of sheets	Electronic File Reference
MP-Portion-Plan-01	06/09/18	1 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-02	06/09/18	2 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-03	06/09/18	3 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-04	06/09/18	4 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-05	06/09/18	5 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-06	06/09/18	6 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-07	06/09/18	7 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-08	06/09/18	8 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-09	06/09/18	9 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-10	06/09/18	10 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-11	06/09/18	11 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-12	06/09/18	12 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-13	06/09/18	13 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-14	06/09/18	14 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-15	06/09/18	15 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-16	06/09/18	16 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-17	06/09/18	17 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-18	06/09/18	18 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-19	06/09/18	19 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-20	06/09/18	20 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-21	06/09/18	21 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-22	06/09/18	22 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-	06/09/18	23 of 32	08.81.03 Portions Mark up 18

Drawing Number	Revision	Drawing Title and number of sheets	Electronic File Reference
23			09 06 condensed v2.5
MP-Portion-Plan-24	06/09/18	24 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-25	06/09/18	25 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-26	06/09/18	26 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-27	06/09/18	27 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-28	06/09/18	28 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-29	06/09/18	29 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-30	06/09/18	30 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-31	06/09/18	31 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Portion-Plan-32	06/09/18	32 of 32	08.81.03 Portions Mark up 18 09 06 condensed v2.5
MP-Milestone-Plan-01	18/08/18	1 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-02	18/08/18	2 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-03	18/08/18	3 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-04	18/08/18	4 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-05	18/08/18	5 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-06	18/08/18	6 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-07	18/08/18	7 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-08	18/08/18	8 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-09	18/08/18	9 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-10	18/08/18	10 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-11	18/08/18	11 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-12	18/08/18	12 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-13	18/08/18	13 of 28	Milestone Mark up 18 08 17 condensed v2.2

Drawing Number	Revision	Drawing Title and number of sheets	Electronic File Reference
MP-Milestone-Plan-14	18/08/18	14 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-15	18/08/18	15 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-16	18/08/18	16 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-17	18/08/18	17 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-18	18/08/18	18 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-19	18/08/18	19 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-20	18/08/18	20 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-21	18/08/18	21 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-22	18/08/18	22 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-23	18/08/18	23 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-24	18/08/18	24 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-25	18/08/18	25 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-26	18/08/18	26 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-27	18/08/18	27 of 28	Milestone Mark up 18 08 17 condensed v2.2
MP-Milestone-Plan-28	18/08/18	28 of 28	Milestone Mark up 18 08 17 condensed v2.2

3. PORTIONS


Portion	Description	Date for Construction Completion	Date for Completion	Additional conditions precedent to Construction Completion	Additional conditions precedent to Completion	Liquidated damages post Date for Construction Completion (clause 23.12(e)(i)) \$/day	Liquidated damages post Date for Completion (clause 23.12(f)(i)) \$/day	Comments
Portion 1	<p>Base option: The permanent ways part of the Project Works shown on drawing MP-Portion-Plan-15, MP-Portion-Plan-16 and MP-Portion-Plan-32 comprising:</p> <p>OTE option:</p>	<p>Base option: [REDACTED] OTE option: [REDACTED]</p>	Not applicable	Not applicable	Not applicable	<p>Base option: For every day after the Date for Construction Completion for Portion 1 which occurs in the period:</p>	Not applicable	

Portion	Description	Date for Construction Completion	Date for Completion	Additional conditions precedent to Construction Completion	Additional conditions precedent to Completion	Liquidated damages post Date for Construction Completion (clause 23.12(e)(1)) \$/day	Liquidated damages post Date for Completion (clause 23.12(f)(i)) \$/day	Comments
Portion 2	All Project Works not completed in Portion 1			Degree 3 Activities at Construction Completion	Not applicable	For every day after the Date for Construction Completion for Portion 2 which occurs in the period:		

4. MILESTONES

Milestone	Description	Date for Milestone Achievement	Liquidated damages (clause 23.12(d)(i))	Level of Completion Required	Comments
2A	Submission of Design Stage 3 Design Documentation for all design packages for the Project Works	[REDACTED]	[REDACTED] for every day after the Date for Milestone Achievement	All Design Stage 3 Design Documentation submitted to Independent Certifier for review in accordance with clause 20.4	
2B	Degree 2 Activities Completion shown on drawing MP-Milestones-Plan-12 and MP-Milestones-Plan-28 comprising: [REDACTED]	[REDACTED]	[REDACTED] for every day after the Date for Milestone Achievement	Degree 2 Activities Completion	
2C - North	Degree 2 Activities Completion shown on drawing MP-Milestones-Plan-10, MP-Milestones-Plan-11 comprising: [REDACTED]	[REDACTED]	[REDACTED] for every day after the Date for Milestone Achievement	Degree 2 Activities Completion	
2C - South	Degree 2 Activities Completion shown on drawing MP-Milestones-Plan-25, MP-Milestones-Plan-26 and MP-	[REDACTED]	[REDACTED] for every day after the Date for Milestone Achievement	Degree 2 Activities Completion	Excludes Telecom Equipment Room (N83.38). Metro require Degree 2 Activities

Milestone	Description	Date for Milestone Achievement	Liquidated damages (clause 23.12(d)(i))	Level of Completion Required	Comments
	Milestones-Plan-27 comprising: [Redacted]				completed by [Redacted]. This is to be investigated as part of Revised Design Stage 1.
2D	Degree 2 Activities Completion shown on drawing MP-Milestones-Plan-09 comprising: [Redacted]	[Redacted]	[Redacted] for every day after the Date for Milestone Achievement	Degree 2 Activities Completion	
2E - North	Degree 2 Activities Completion shown on drawing MP-Milestones-Plan-01, MP-Milestones-Plan-02, MP-Milestones-Plan-03, MP-Milestones-Plan-04, MP-Milestones-Plan-05, MP-Milestones-Plan-06, MP-Milestones-Plan-07, MP-Milestones-Plan-08 comprising: [Redacted]	[Redacted]	[Redacted] for every day after the Date for Milestone Achievement	Degree 2 Activities Completion	

Milestone	Description	Date for Milestone Achievement	Liquidated damages (clause 23.12(d)(i))	Level of Completion Required	Comments
2E - South	<ul style="list-style-type: none"> ▪ Level 4. <p>Degree 2 Activities Completion shown on drawing MP-Milestones-Plan-13, MP-Milestones-Plan-14, MP-Milestones-Plan-15, MP-Milestones-Plan-16, MP-Milestones-Plan-17, MP-Milestones-Plan-18, MP-Milestones-Plan-19, MP-Milestones-Plan-20, MP-Milestones-Plan-21, MP-Milestones-Plan-22, MP-Milestones-Plan-23, MP-Milestones-Plan-24 and MP-Milestones-Plan-25 comprising:</p> <div style="background-color: black; width: 100%; height: 100px; margin-top: 10px;"></div>	<div style="background-color: black; width: 100%; height: 100px;"></div>	<p>for every day after the Date for Milestone Achievement up to and including the date specified in clause 23.12(d)(f)</p>	Degree 2 Activities Completion	<p style="text-align: center;">  </p>
2F	Installation of all services required as	<div style="background-color: black; width: 100%; height: 100px;"></div>	<p>for every day</p>	Degree 3 Activities	

Milestone	Description	Date for Milestone Achievement	Liquidated damages (clause 23.12(d)(i))	Level of Completion Required	Comments
	part of the Station Works to enable the LW Contractor to achieve HV Power On [REDACTED]		after the Date for Milestone Achievement	Completion as they relate to HV Power On (as defined in Schedule A14)	
2G	Enginisation of LV power supply and distribution system for Station Works on permanent power supply.	[REDACTED]	[REDACTED] for every day after the Date for Milestone Achievement	Degree 3 Activities Completion as they relate to LV Power On	
2H	Completion of all Site Acceptance Testing (SAT) using energised LV power supply & distribution system for the Project Works on a stable permanent power supply.	[REDACTED]	[REDACTED] for every day after the Date for Milestone Achievement	Degree 3 Activities Completion	
2AA	[REDACTED]	[REDACTED]	[REDACTED] for every day after the Date for Milestone Achievement	Stress relief of rock to RL -5.3m.	
2J	Degree 2 Activities Completion for all Portion 2 works.	[REDACTED]	Nil	Degree 2 Activities Completion	

APPENDIX 1 – DEGREES OF COMPLETION

Table 1 –Degrees of Completion (Civil and Building)

Degree 1 Activities Completion		Degree 2 Activities Completion		Degree 3 Activities Completion	
1.1	Structures or building complete, clean, dry and watertight.	2.1	All activities identified for Degree 1 Activities Completion complete.	3.1	All activities identified for Degree 2 Activities Completion complete.
1.2	Structure or building as-built survey complete.	2.2	Permanent door frames installed with temporary doors and locks.	3.2	Head-wall and tail-wall units and communications cupboard complete.
1.3	Blockwalls, partition walls, all plinths and upstands complete.	2.3	Metal staircases, cat-ladders and catwalks complete.	3.3	Internal and external finishes to all floors, walls and ceilings complete.
1.4	Plastering, undercoat and floor screeding complete.	2.4	Structural steelwork and associated interface brackets complete including provisions for lift shafts, platform screen doors and surveys accepted.	3.4	Ceiling grids complete and all service panels that accommodate Line-wide Contractor/Operator equipment installed.
1.5	Structural and blockwork mechanical and electrical openings formed and survey complete.	2.5	Louvres and grilles installed.	3.5	Glazing complete.
1.6	Movement and expansion joints complete.	2.6	Joinery/framing/counter for supporting Rail Contractor equipment available.	3.6	Ceiling, wall and floor final finishes at lift lobbies / balustrade, barrier and landings and adjacent to escalators complete.
1.7	All tunnels, cross passages and adits structurally complete, clean, dry and watertight including backfilling, joints and stitches complete.	2.7	Complete pedestal fixing brackets and installation of floor panels for raised floors.	3.7	Smoke curtain, roller shutters, fire shutters and smoke barriers complete.
1.8	Track and platform slab and overtrack air duct complete including survey.	2.8	Temporary air conditioning available and operational (as required by the Principal).	3.8	All works in power supply electrical rooms including installation of permanent doors complete.
1.9	Staircases, lift shafts, lift pits, escalator/moving walkway pits and escalator areas complete.	2.9	Building Services 1 st Fix complete, refer to Table 3 "Degrees of Completion (Activities for Building Services Fix Stages)" of Appendix 1 to this Schedule A2.	3.9	Platform insulation and platform floor finishes up to the platform screen doors threshold complete.
1.10	Underground earth mat, earth rods, lightning pits and earth pits complete and test results accepted.			3.10	Building Services 2 nd Fix complete, refer to Table 3 "Degrees of Completion (Activities for Building Services Fix Stages)" of Appendix 1 to this Schedule A2.
1.11	Underground pipework complete,				

Execution version

<p>cleaned, and tested including manholes ductwork, valve pits and drawpits.</p> <p>1.12 Sumps complete with temporary pumps operational.</p> <p>1.13 Drainage system including oil interceptors, terminal manholes and discharge connections complete with temporary pumps operational.</p> <p>1.14 Trackbed/base slab/trackside upstands and track turnout slabs complete.</p> <p>1.15 Louvres and acoustic panel frames to trackside areas complete, including station overrun structure.</p> <p>1.16 All works areas backfilled or formed to required formation level.</p> <p>1.17 Completion of the activities described in Table 2 of Appendix 1 of this Schedule A2 as being Provision Activities.</p> <p>1.18 Construction equipment and falsework/scaffolding removed from all track areas.</p> <p>1.19 Cross track ducts complete.</p> <p>1.20 Tunnel invert slab complete.</p> <p>1.21 Water tightness testing to all tanks complete.</p> <p>1.22 Waterproofing complete.</p>	<p>3.11 Framework for wall panels and cladding complete.</p> <p>3.12 Air tight and acoustic doors for all air plenums installed.</p> <p>3.13 E&M installation complete and main cabling (HV/LV power and fibre optic) complete and tested.</p> <p>3.14 Doors and ironmongery complete.</p>
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Table 2 – Provision Activities for Civil and Building

Provision Activities	
1.1	Cast-in sockets, cable supports and pipe brackets complete.
1.2	Supports/Sub-frame for trackside advertising panels complete.
1.3	Temporary power and lighting complete.
1.4	Temporary ventilation including tunnel ventilation complete.
1.5	Plant access and material delivery routes clear with permanent frames for delivery or access hatches installed.
1.6	Lifting facilities (beams, lugs and eyes) complete and certified.
1.7	Niches, recesses and box outs complete.
1.8	Cable troughs and trenches complete.
1.9	Cable duct runs / risers complete.
1.10	Concealed trunking and conduit complete.
1.11	Sleeves for penetrations complete.
1.12	Works and storage areas available.
1.13	Flood protection provision(s) installed.
1.14	Survey reference lines and benchmark available.
1.15	Top plate and hanger beams at concourse complete.
1.16	Temporary safety barriers at landings and at all lift shafts and floor openings.
1.17	Lift shaft alignment, location of penetrations and openings surveyed and accepted.

Table 3 – Degrees of Completion (Building Services Fix Stages)

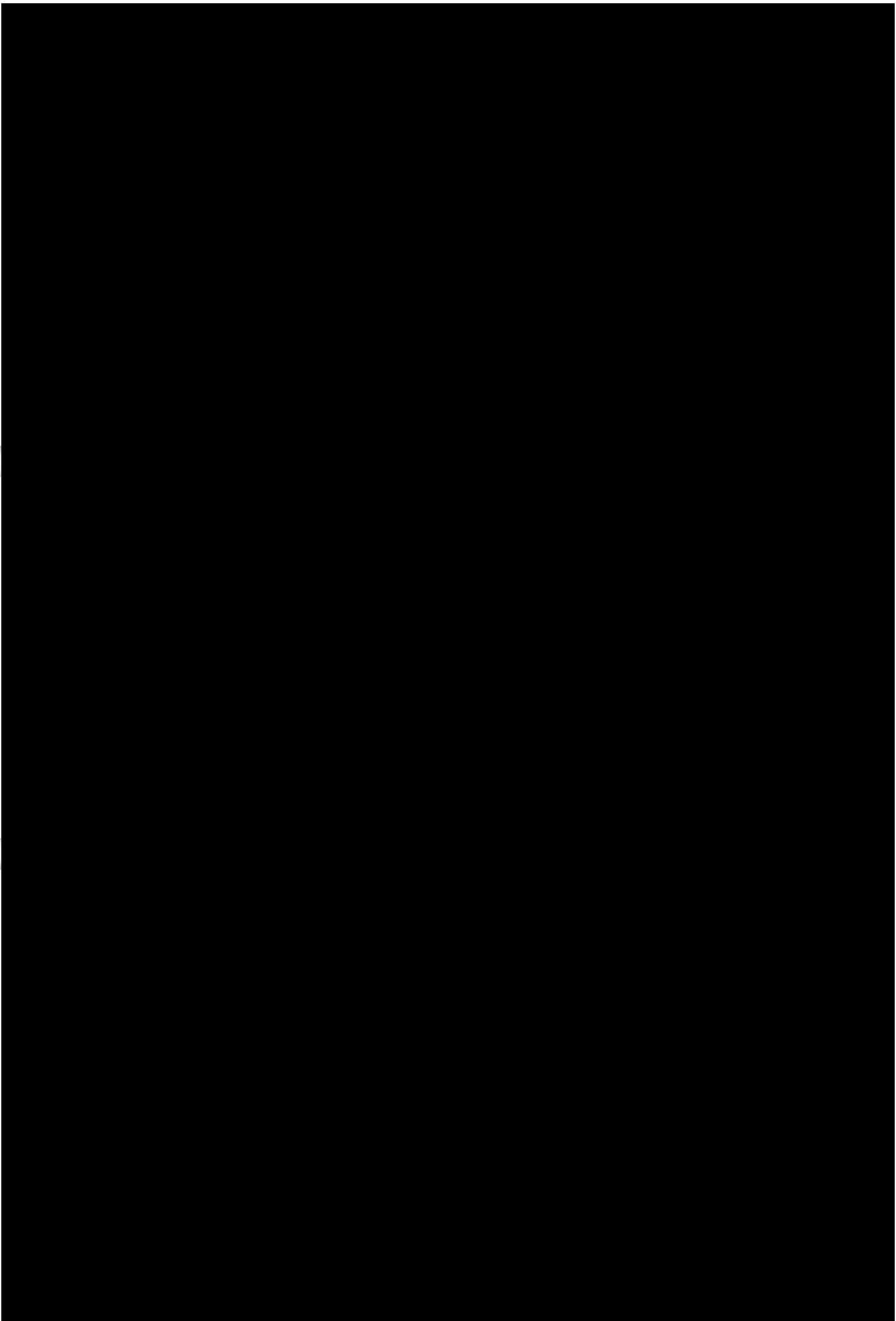
Part of the Station Works	Building Services 1 st Fix (Degree 2 Activities Completion)	Building Services 2 nd Fix (Degree 3 Activities Completion)
<p>Environment Control System</p>	<p>The installation of all environmental control system equipment complete, including chillers, pumps, control panels for chillers, cooling tower, motor control centres, fans, split units, air handling units, primary air units and fan coil units.</p> <p>The installation of all duct work and pipe work systems complete, including valves, silencers, dampers, access panels, supports, anchors and guides.</p> <p>All sectional testing complete, where necessary due to concealment or other construction restraints.</p>	<p>Insulation of all ductwork and pipework systems complete.</p> <p>Leakage tests for all ductwork and pipework complete.</p> <p>Power and control cabling/wiring with termination complete.</p>
<p>Electrical Services System</p>	<p>The installation of isolating transformers, switchboards, main earthing system, bonding and termination, and test results accepted.</p> <p>The installation of all "cable containment and support systems" (Critical), including ladder racks, cable trays, cable trunking and conduits, brackets, anchors and guides complete.</p>	<p>Installation of all isolators, fused spur units, sockets, lighting and exit signs, distribution boards and UPS/batteries.</p> <p>The installation and testing of all circuitry including cabling/wiring and termination at isolators, fused spur units, sockets, lighting and exit signs, isolating transformers, switchboards, distribution boards, UPS/batteries, power and control points, advertising panels, directional signs and others completed.</p> <p>All electrical testing and commissioning works for the power supply electrical rooms completed ready for operation.</p>
<p>Plumbing and Drainage Systems</p>	<p>The installation of all pumps for flushing water system, sump pumps, potable water system and drainage system.</p> <p>The installation of all pipe runs, whether horizontal or vertical, with associated valves, supports, anchors and guides complete.</p> <p>All sectional testing complete, where necessary due to concealment or other construction restraints.</p>	<p>Installation of the controls for the flushing water system, sump pumps, potable water and drainage system.</p> <p>The power and control cabling/wiring with termination completed.</p> <p>The hydraulic testing of all piping systems for the pumps and associated pipework completed.</p>

Execution version

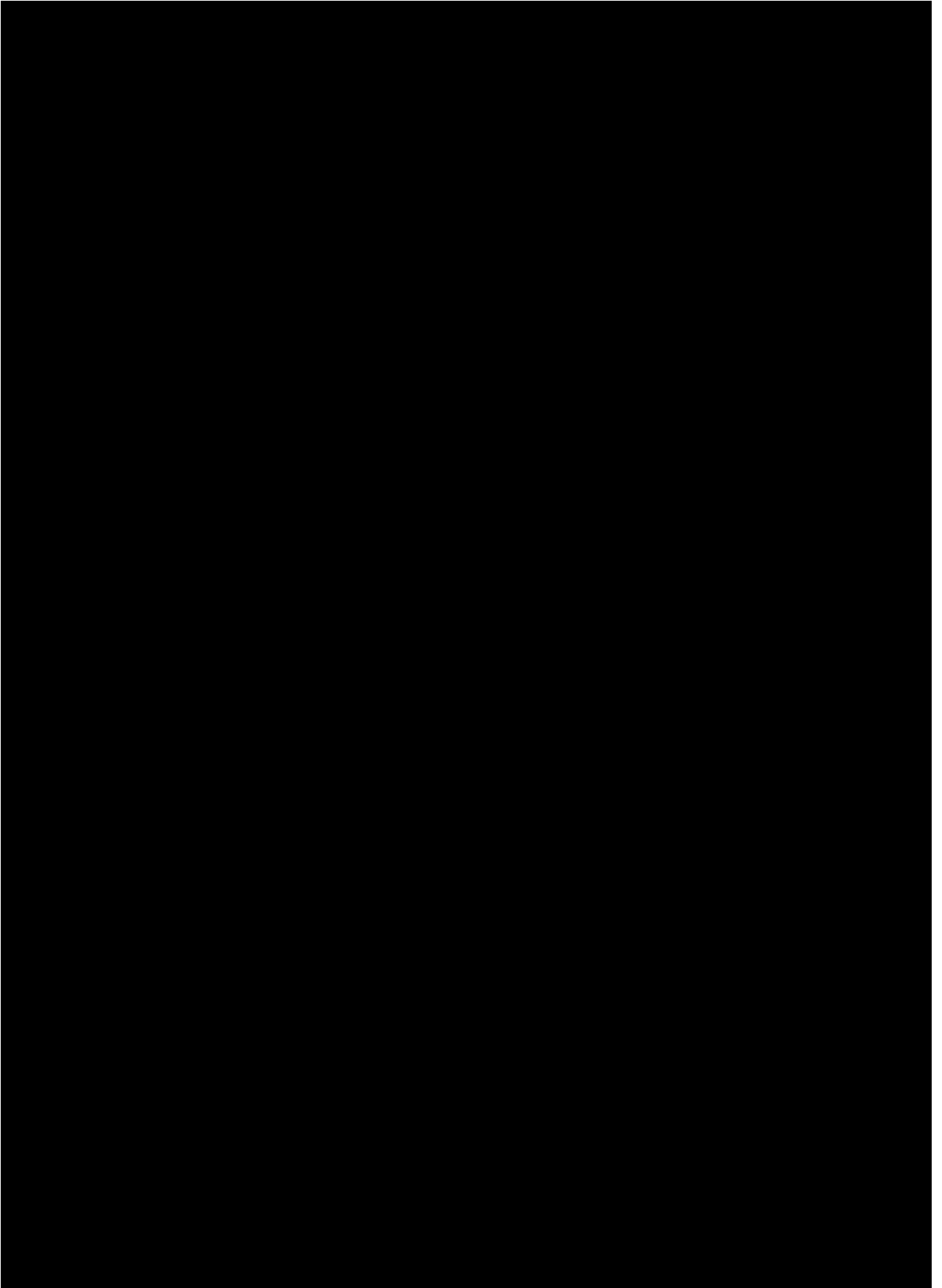
<p>Fire Services System and Automatic Fire Alarm System</p>	<p>The installation of all pump-motor sets for sprinkler system, FM200 water spray system and FH/HR system complete. The installation of all pipe runs, whether horizontal or vertical, with associated valves, supports, anchors and guides complete. The cable containment and support systems for AFA and fire services systems complete. All sectional testing complete, where necessary due to concealment or other construction restraints.</p>	<p>The installation of all control and monitoring for sprinkler system, FM200 system, fire hydrant/hose reel system and trackside firefighting systems at both the local fire control panels and integrated back up panels complete. The power and control cabling/wiring with terminations complete. The hydraulic testing of all pipework complete. The AFA system shall include all cabling/wiring with termination at automatic fire alarm (AFA) system panels and AFA loops completed. The installation of detector base plates and remote indicators.</p>
<p>Station Based Control System</p>		<p>Installation of BCS controllers, PLC panels and other equipment for the station based control system. Cabling/wiring for the station based control system with termination at the BCS controllers, PLC Panels, fire services control panels, LV switchboards, motor control centres, integrated back-up panels, power and control system and other Station ECS and BS equipment complete.</p>

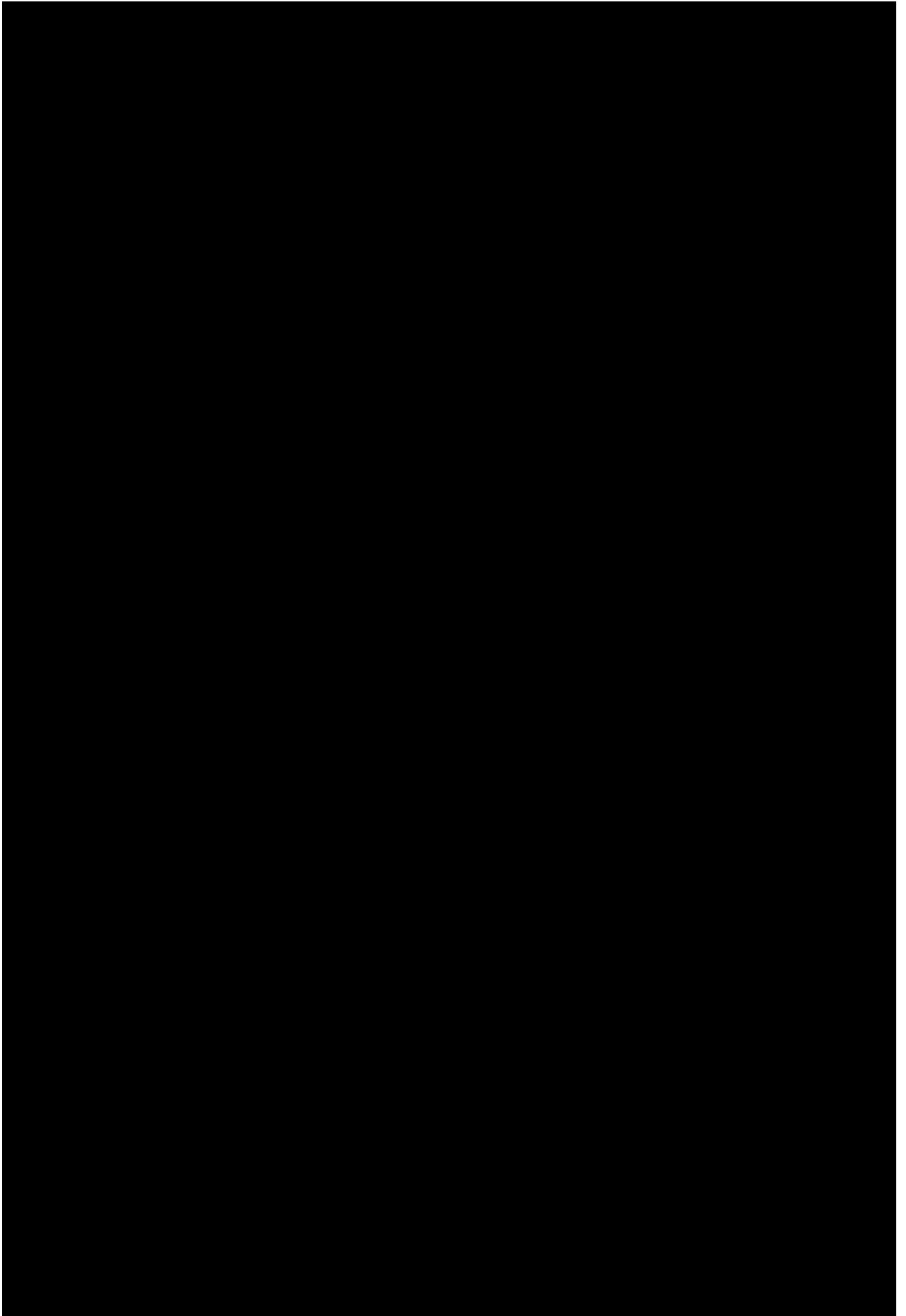
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Macquarie Group Structure**

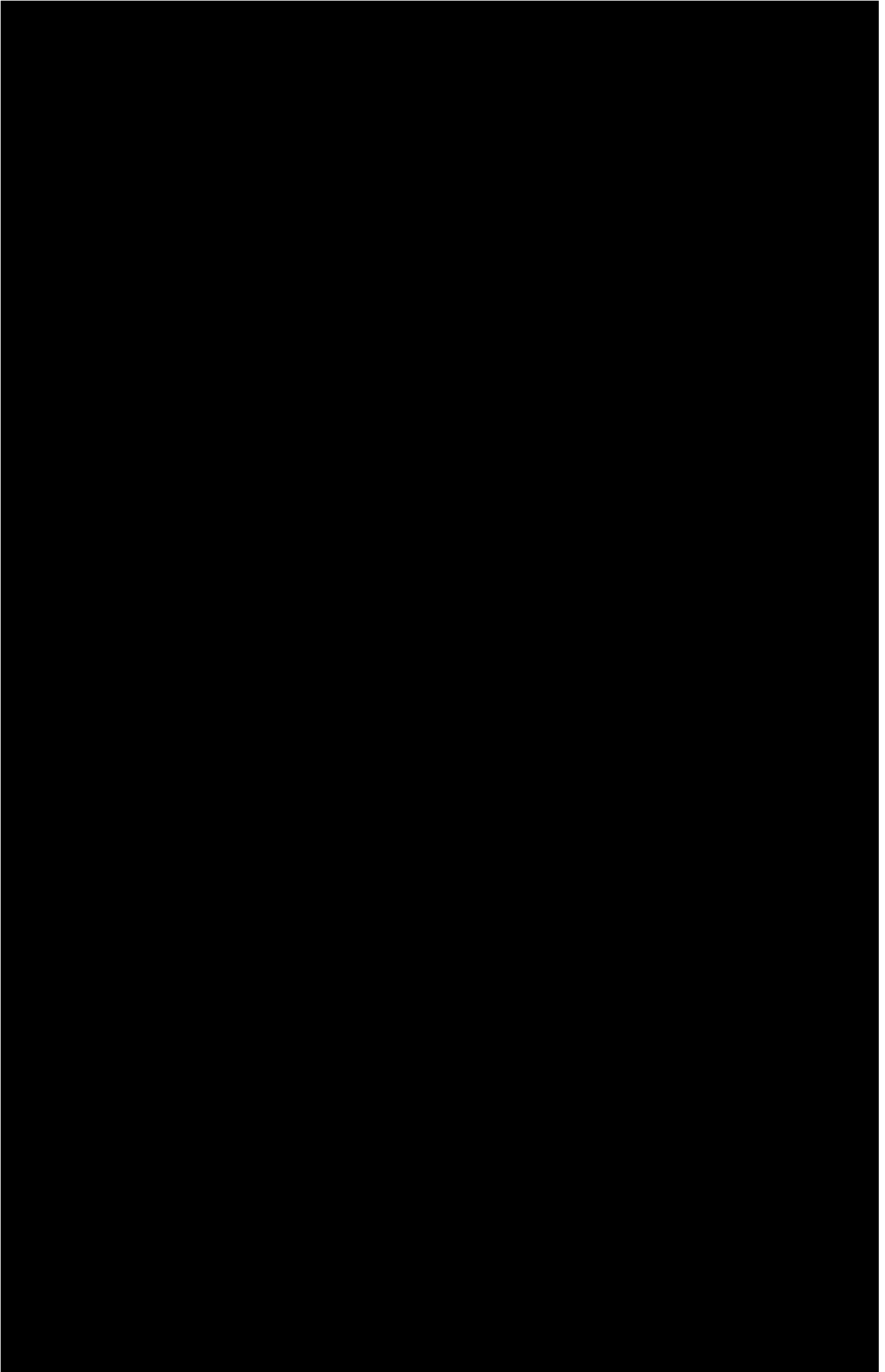




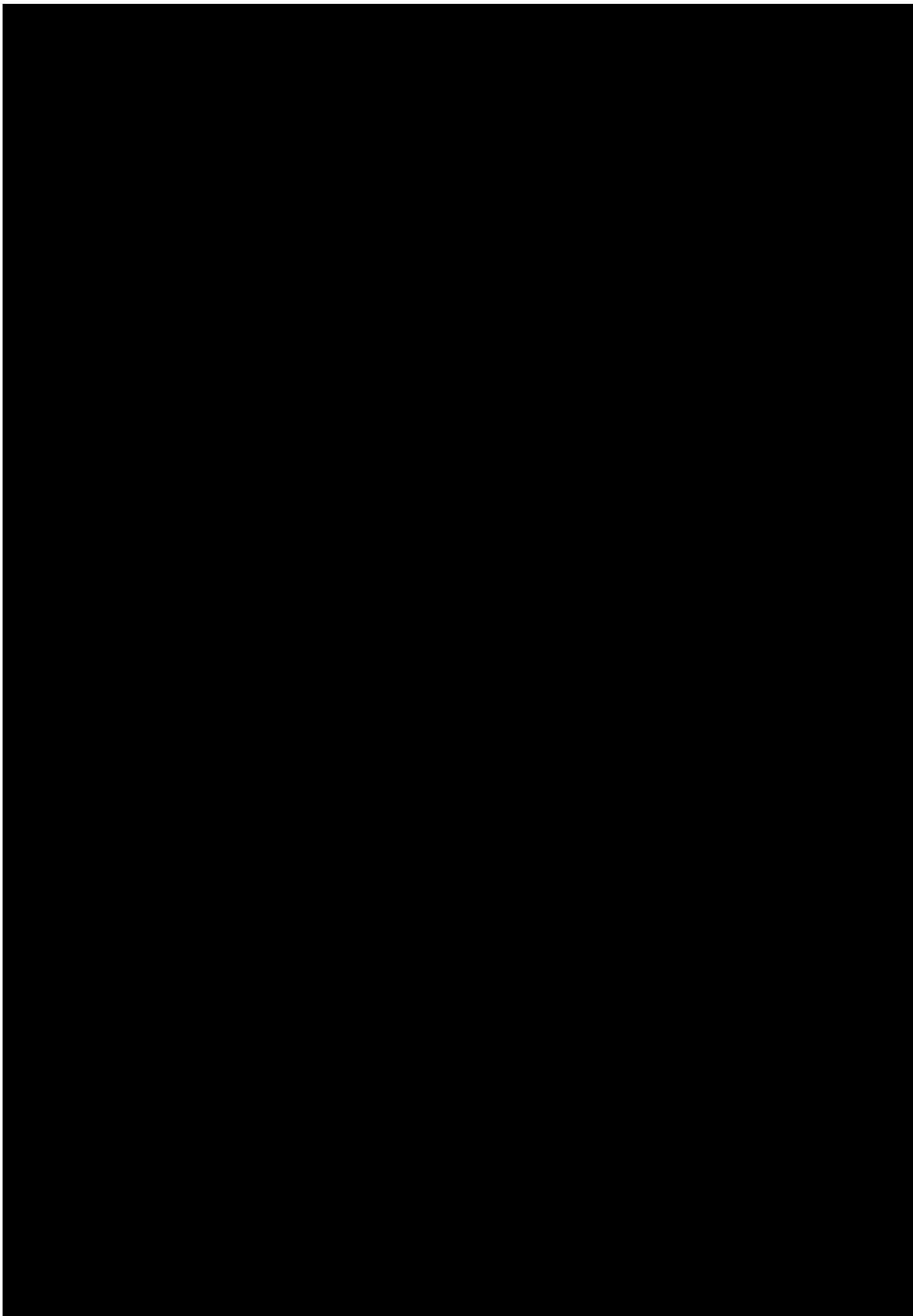
**SCHEDULE A4
Follow-on Contractor Cooperation and Integration Deed**

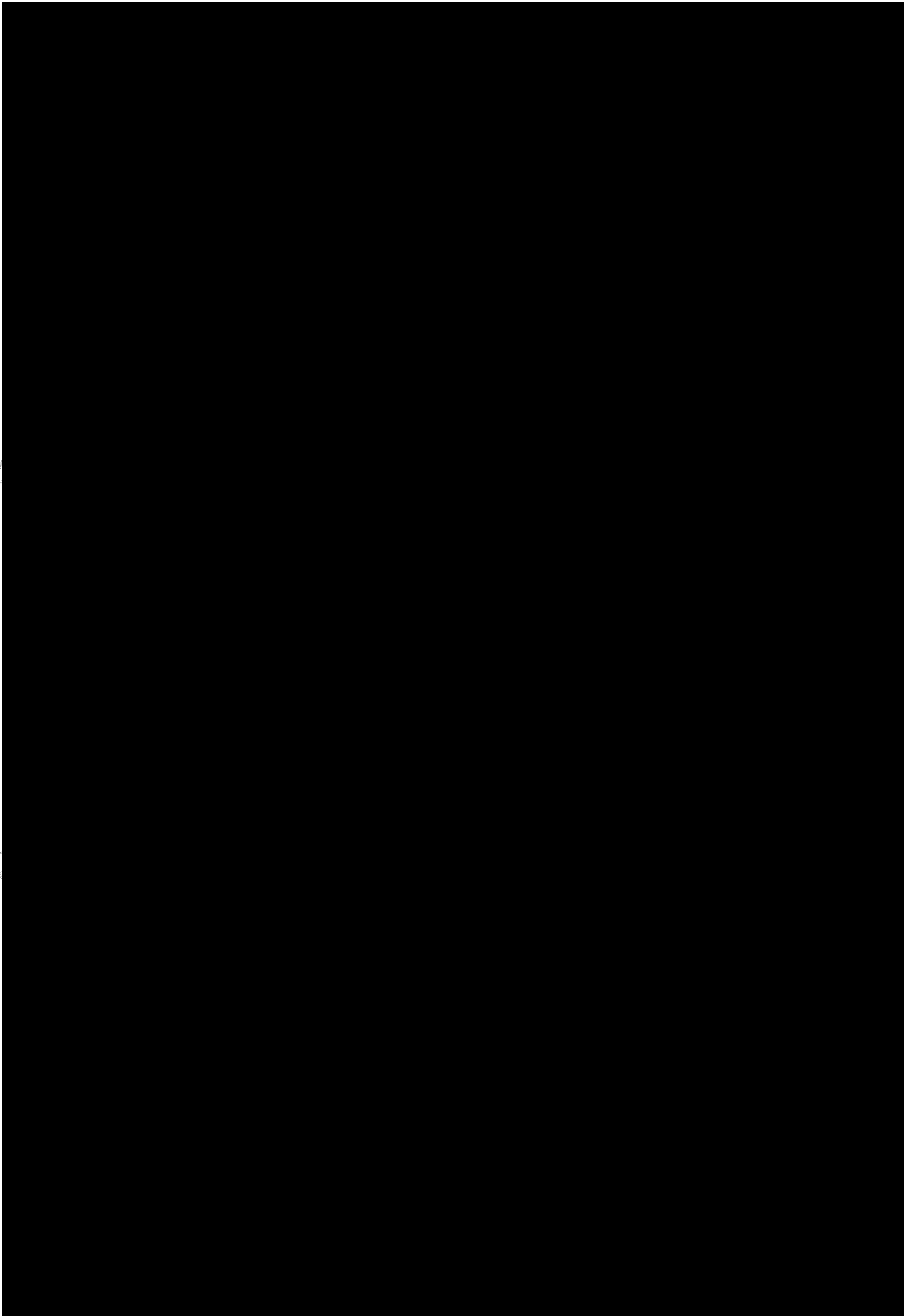


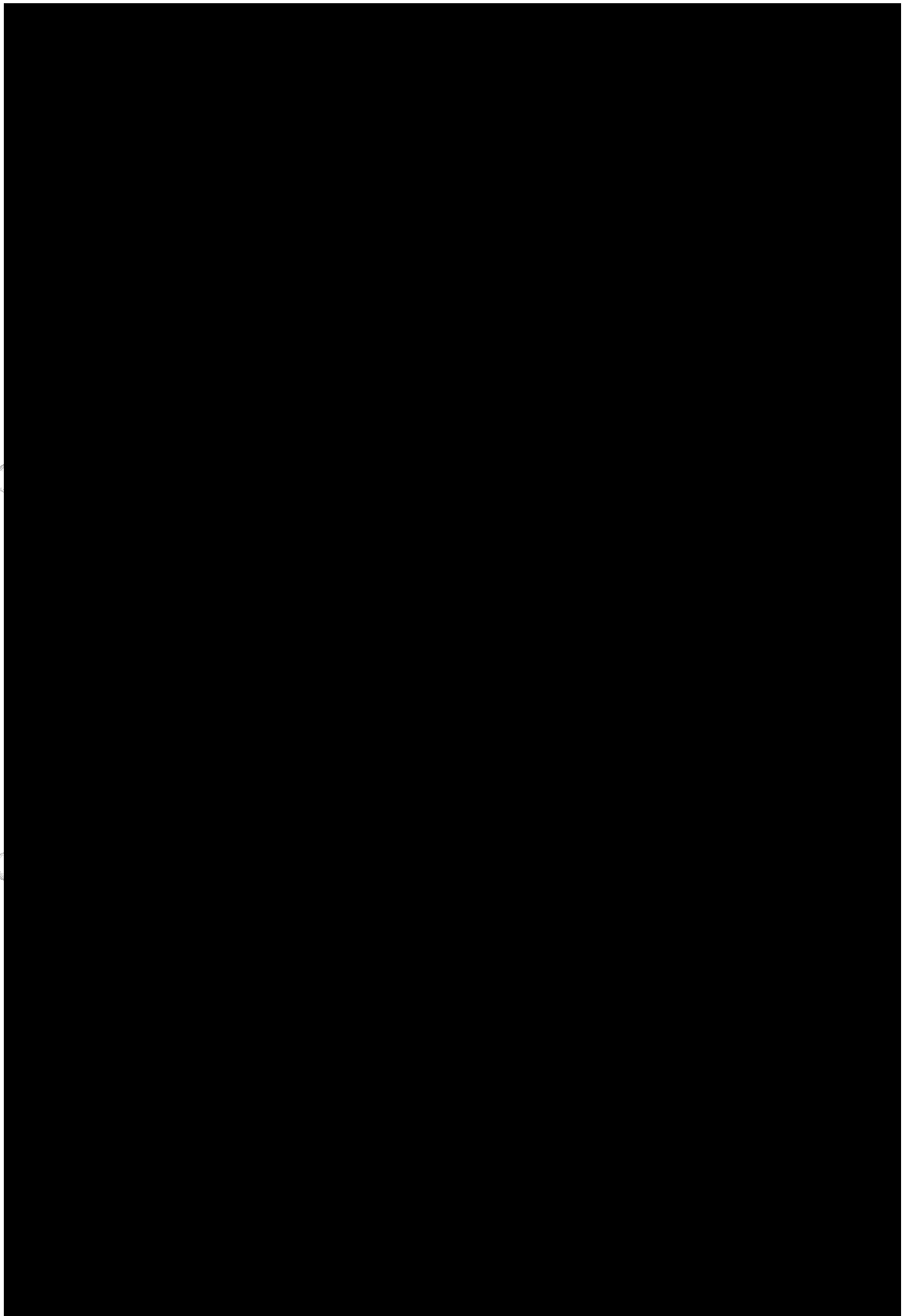


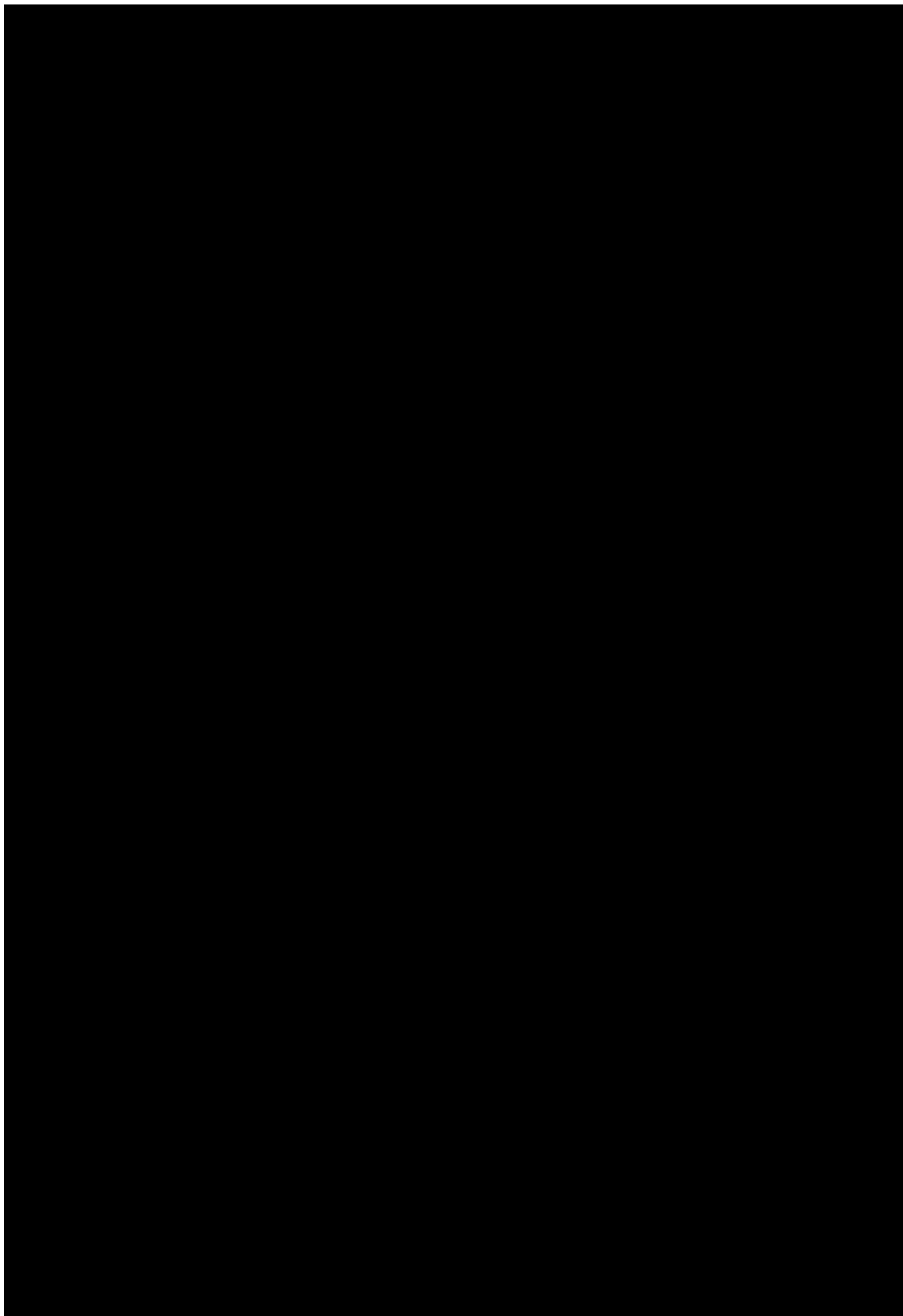


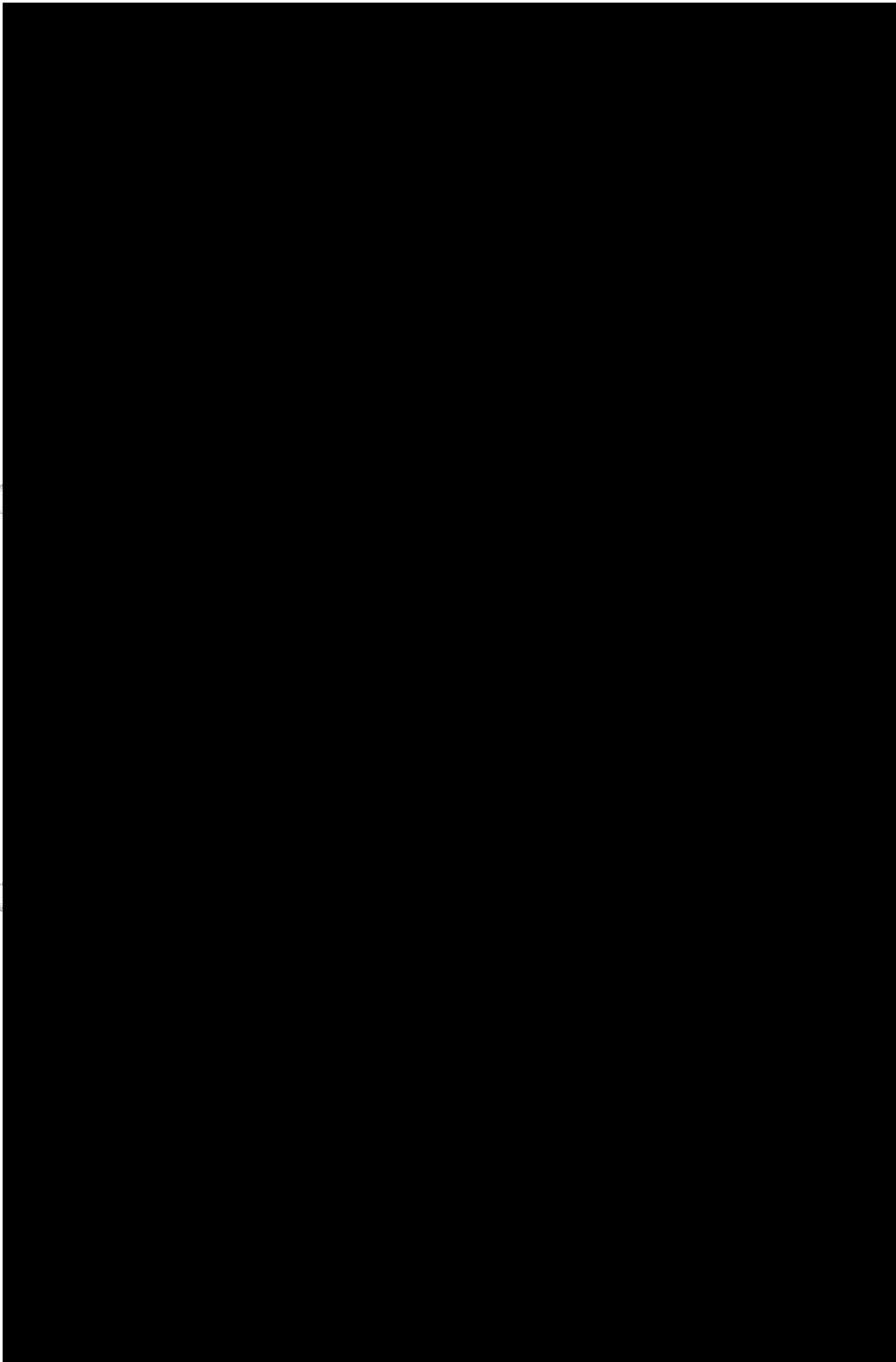


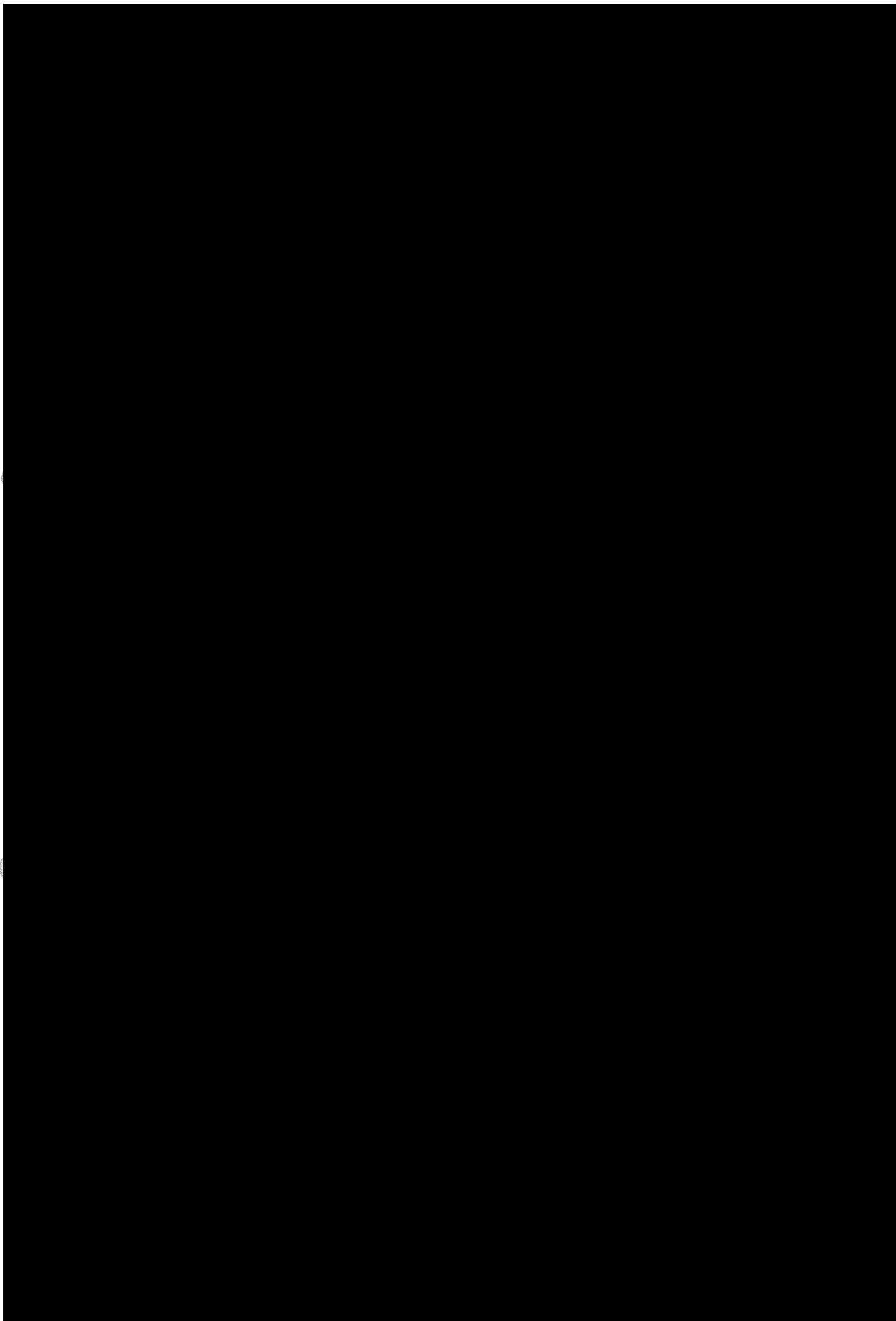


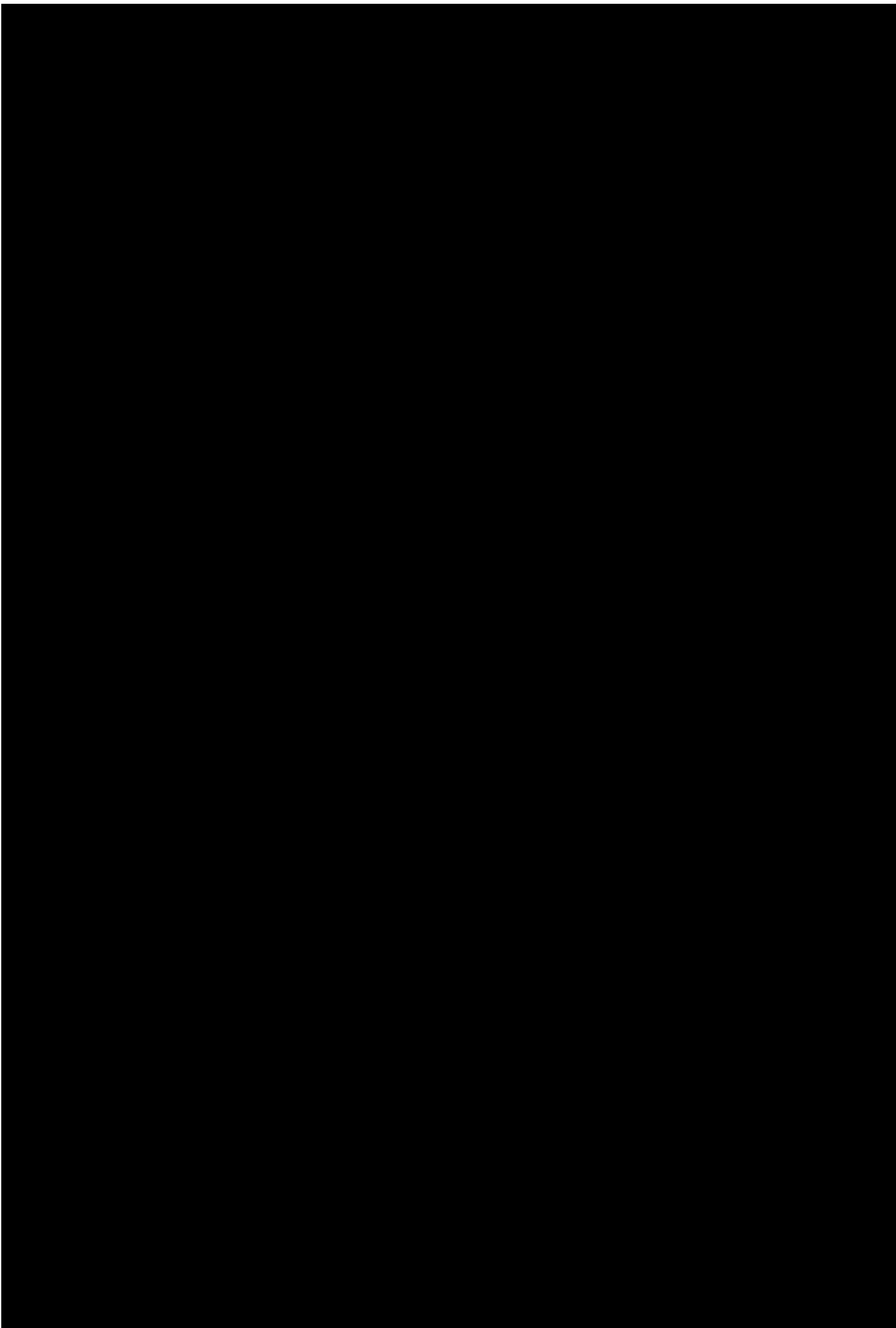


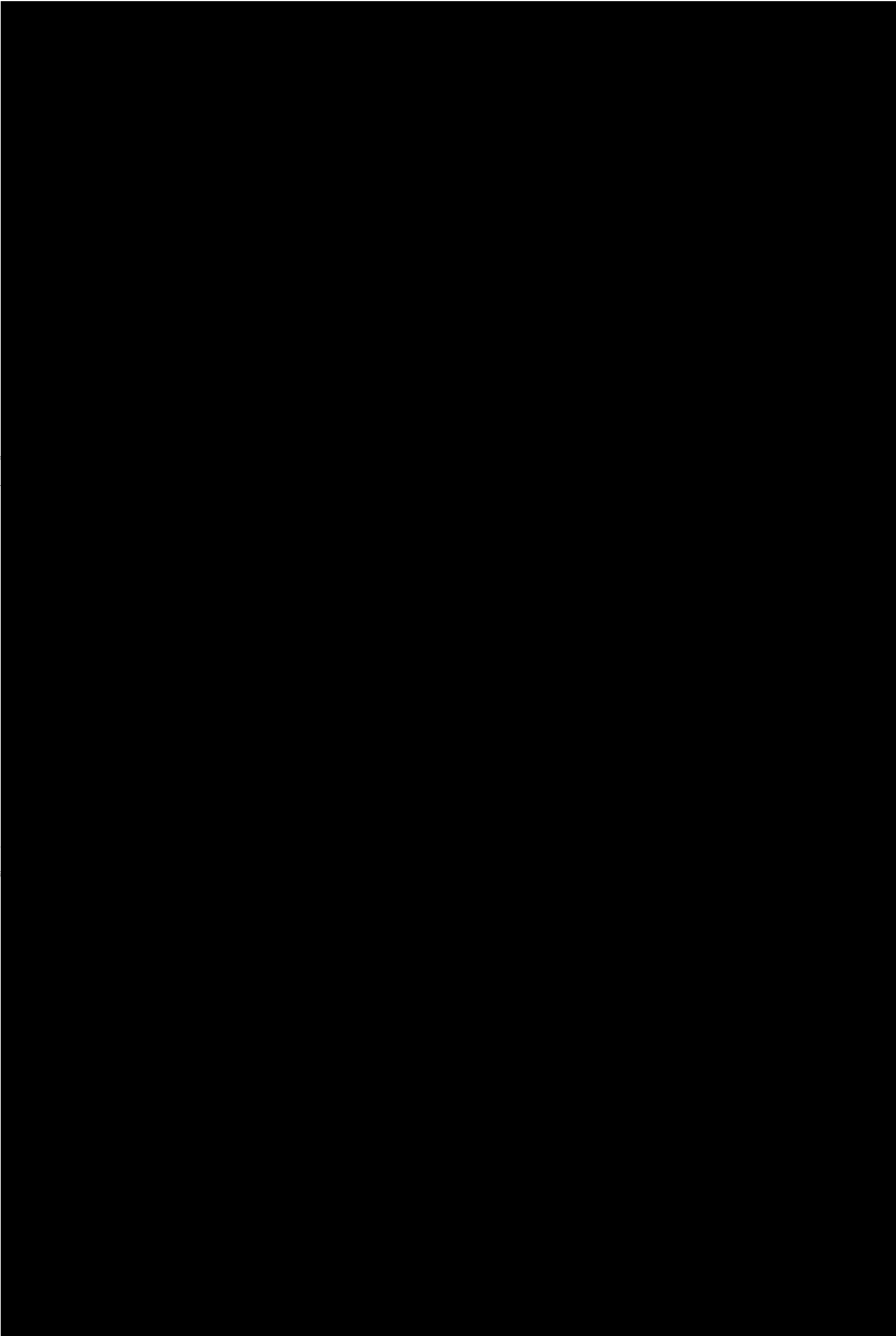




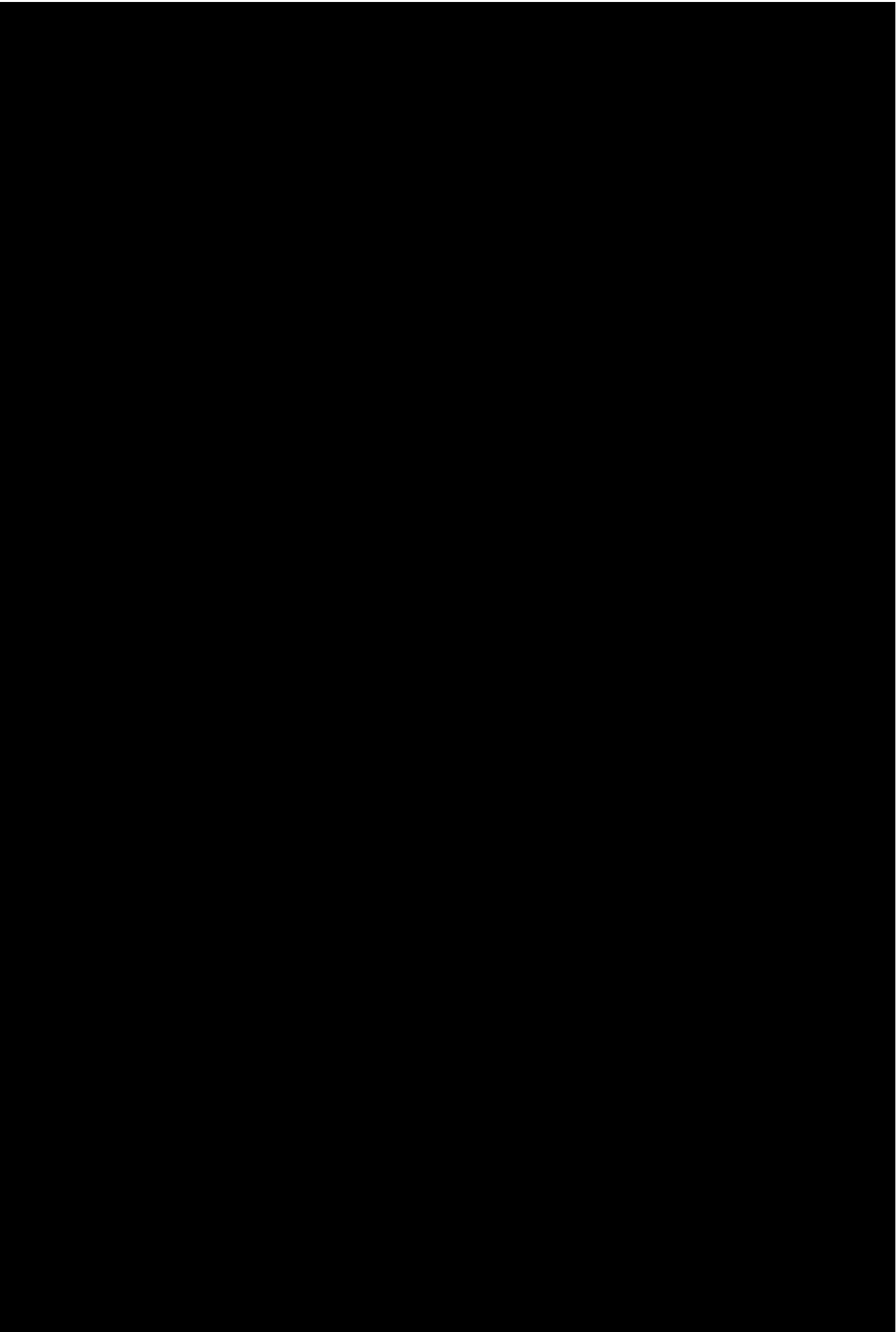






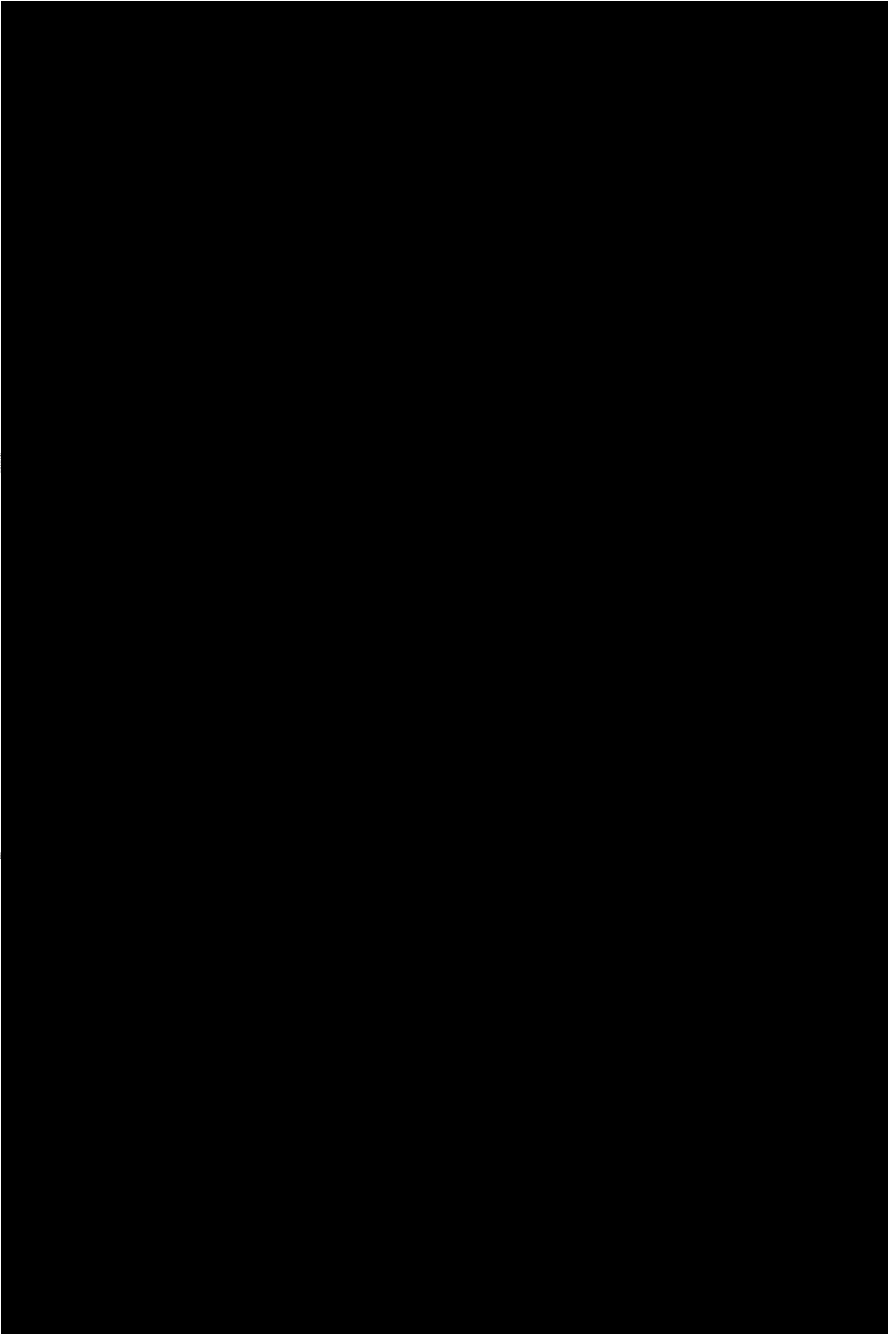


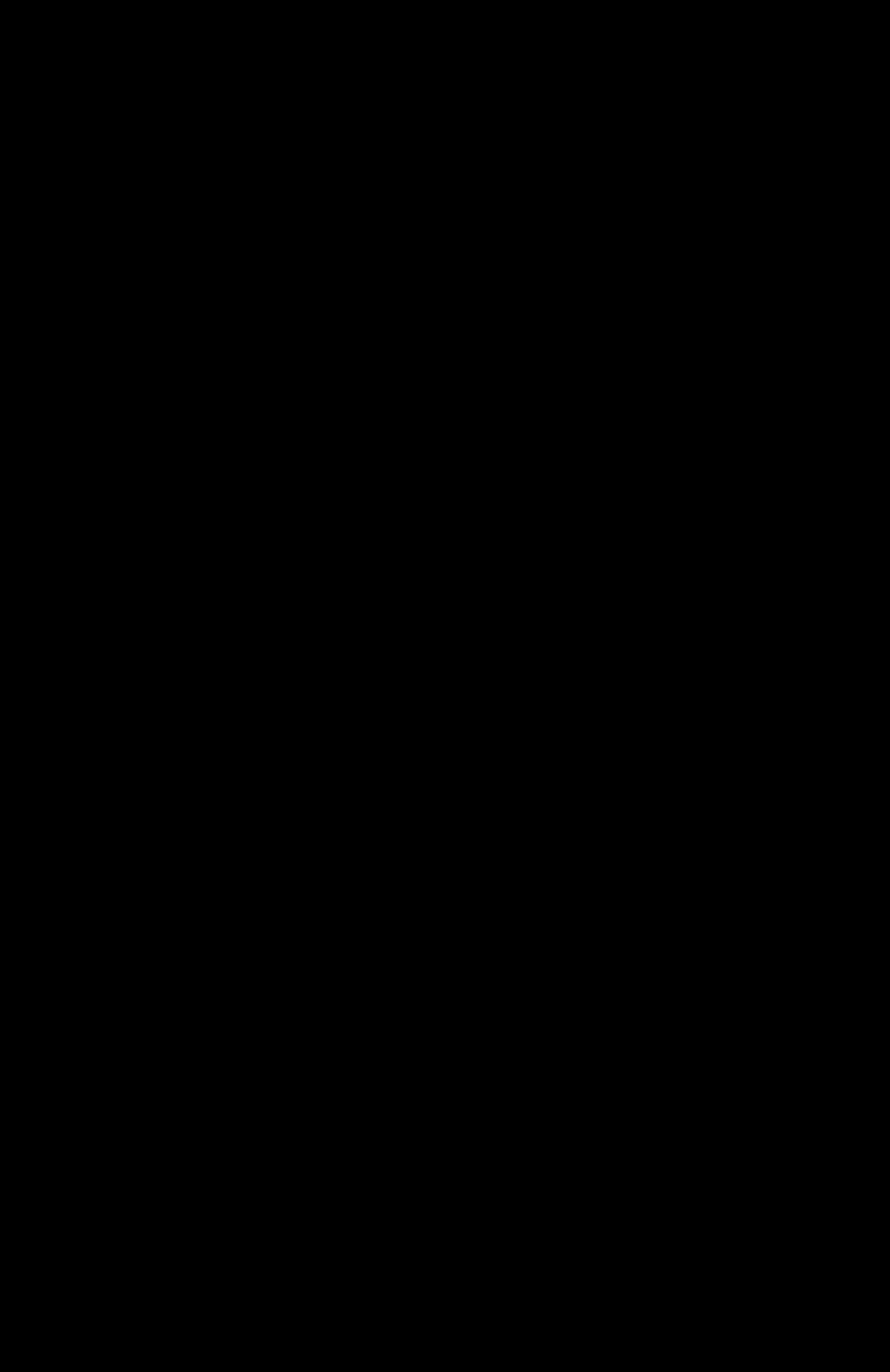






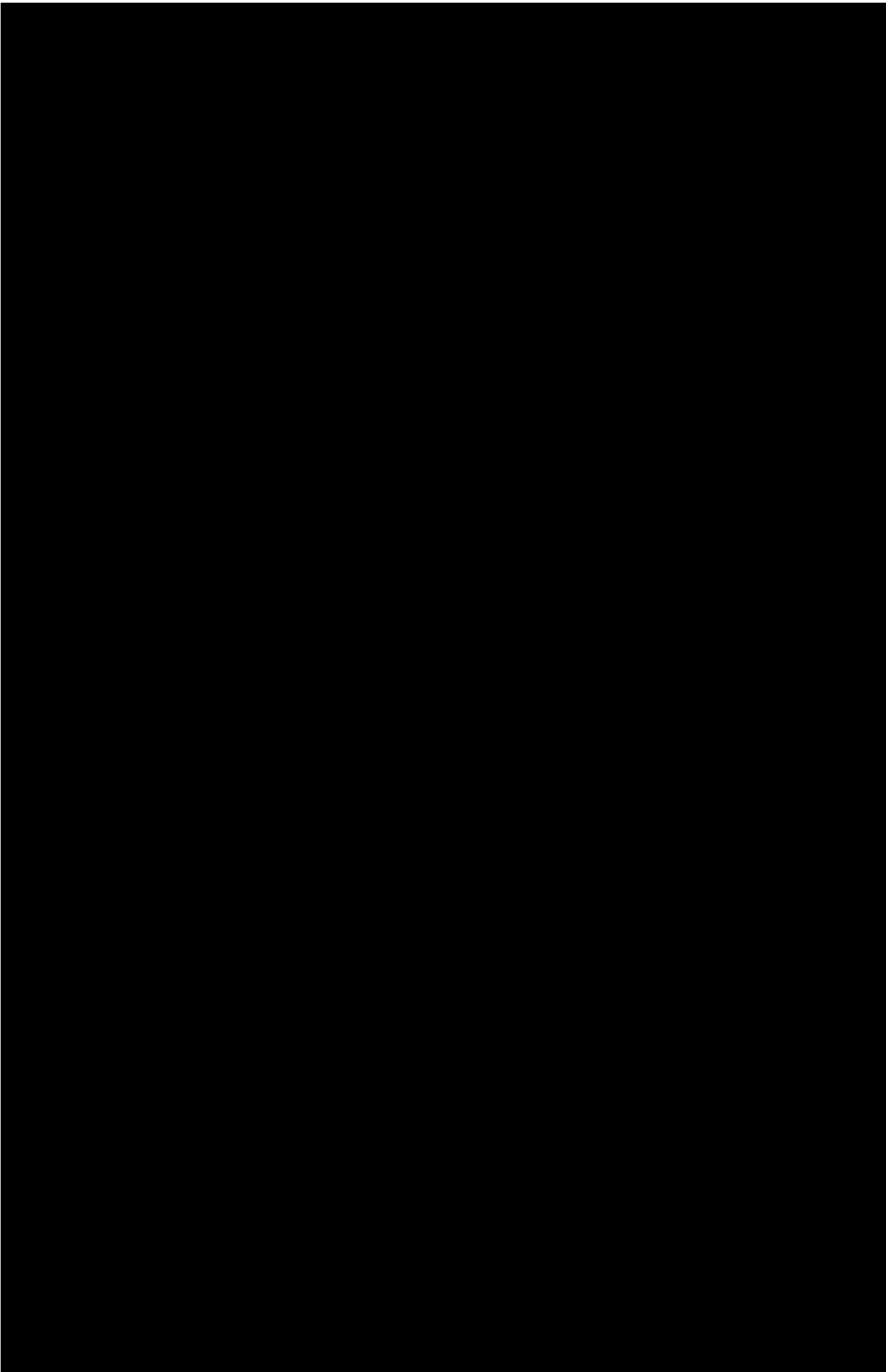


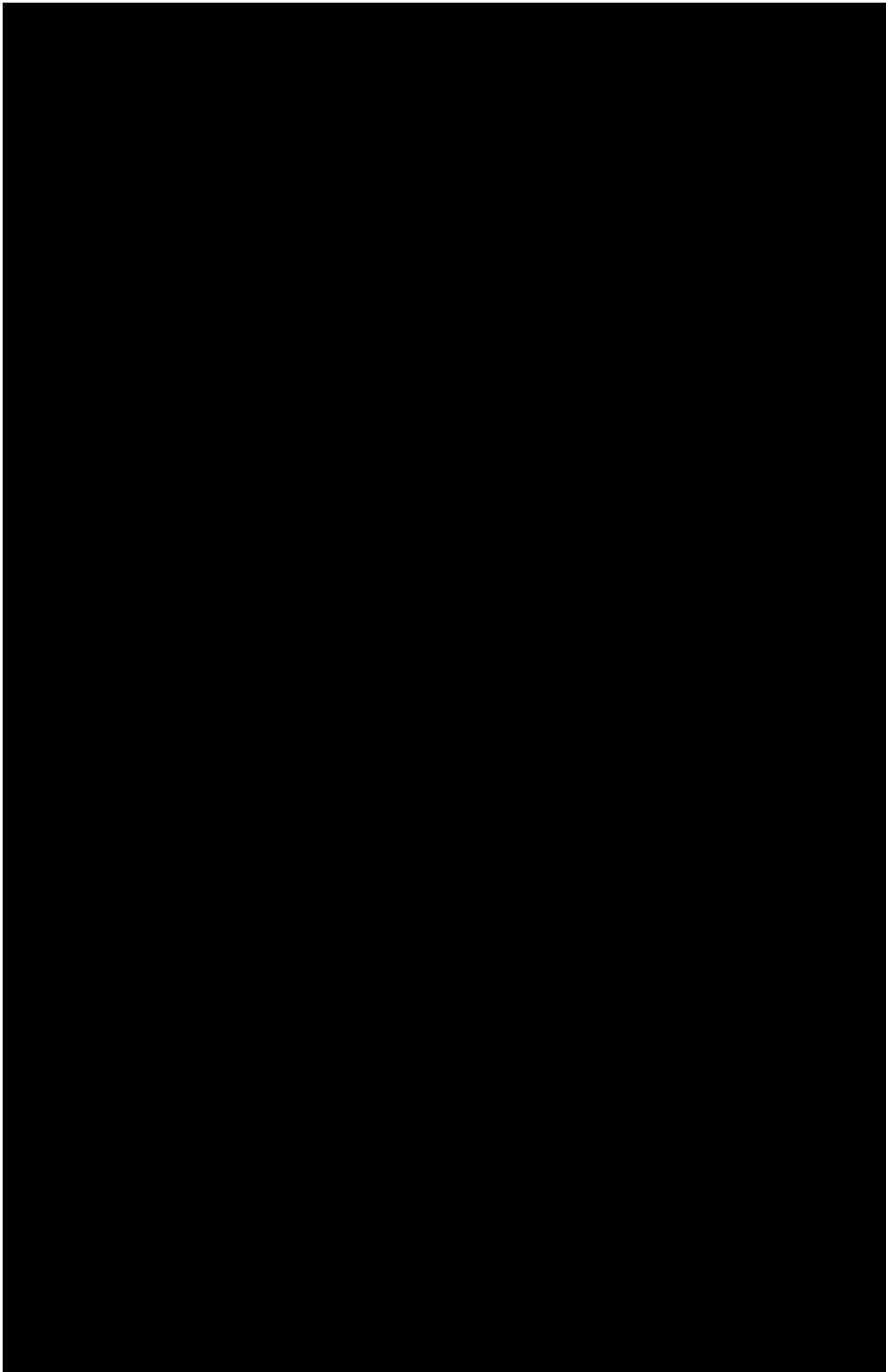




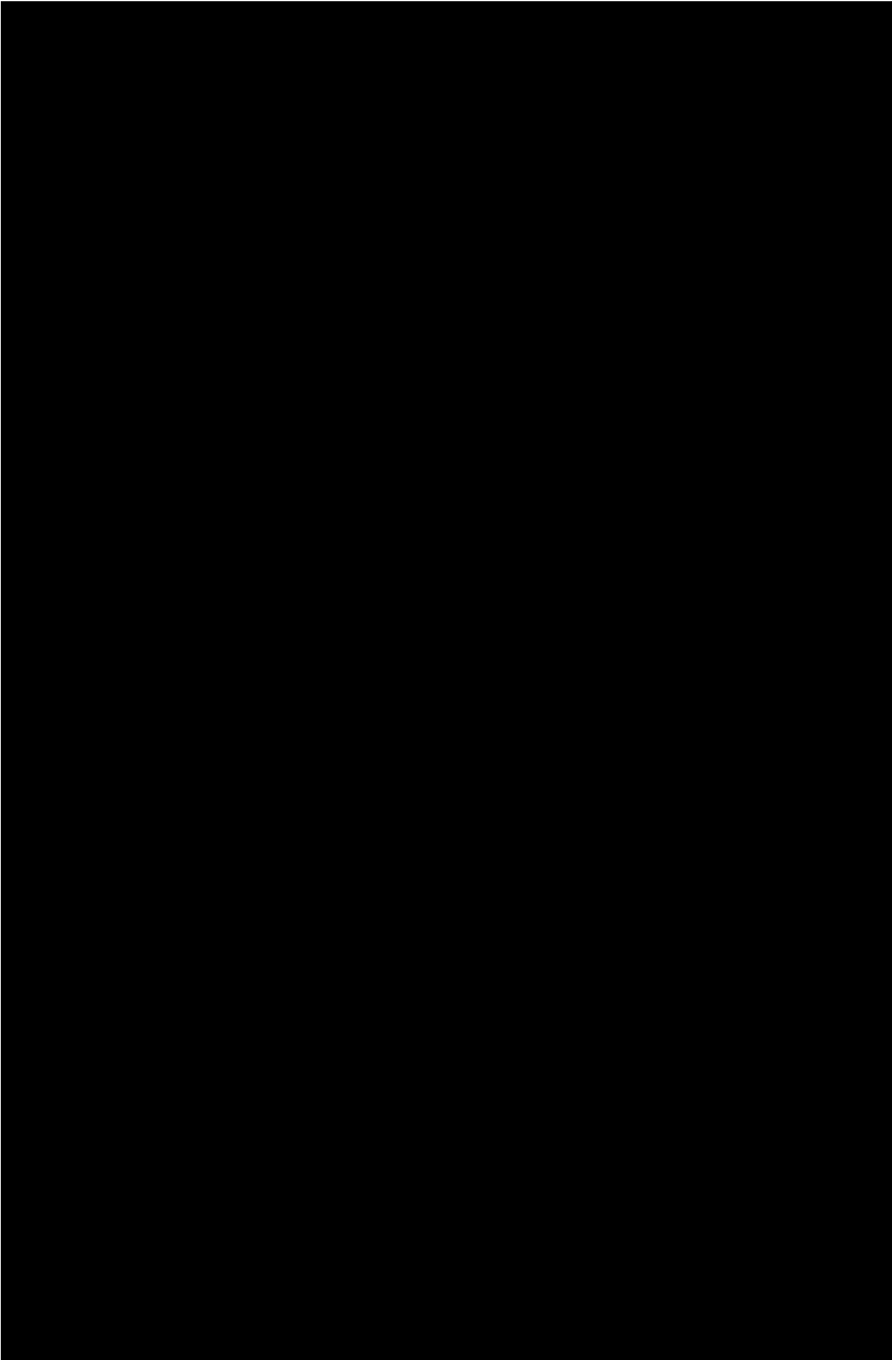




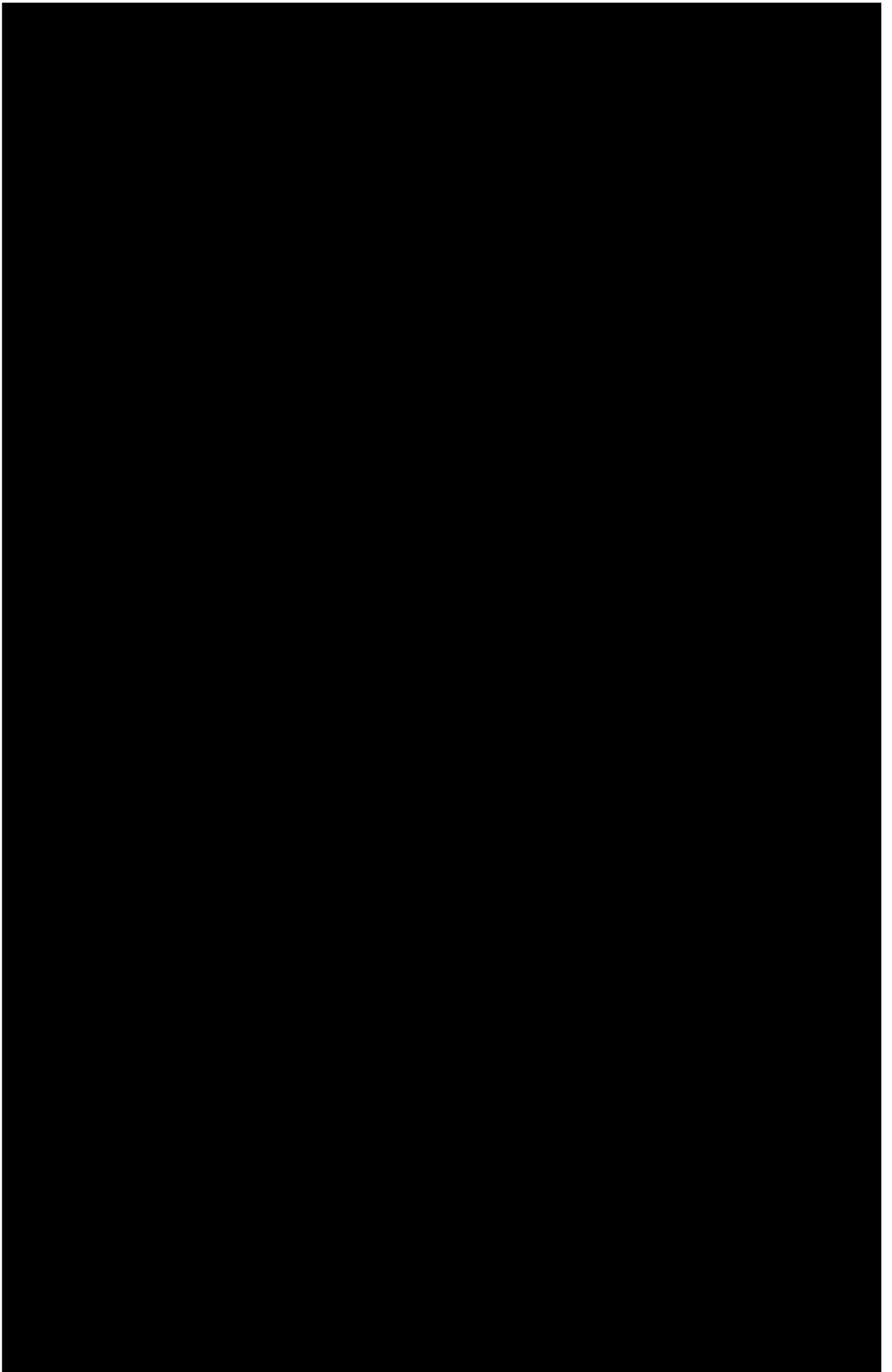


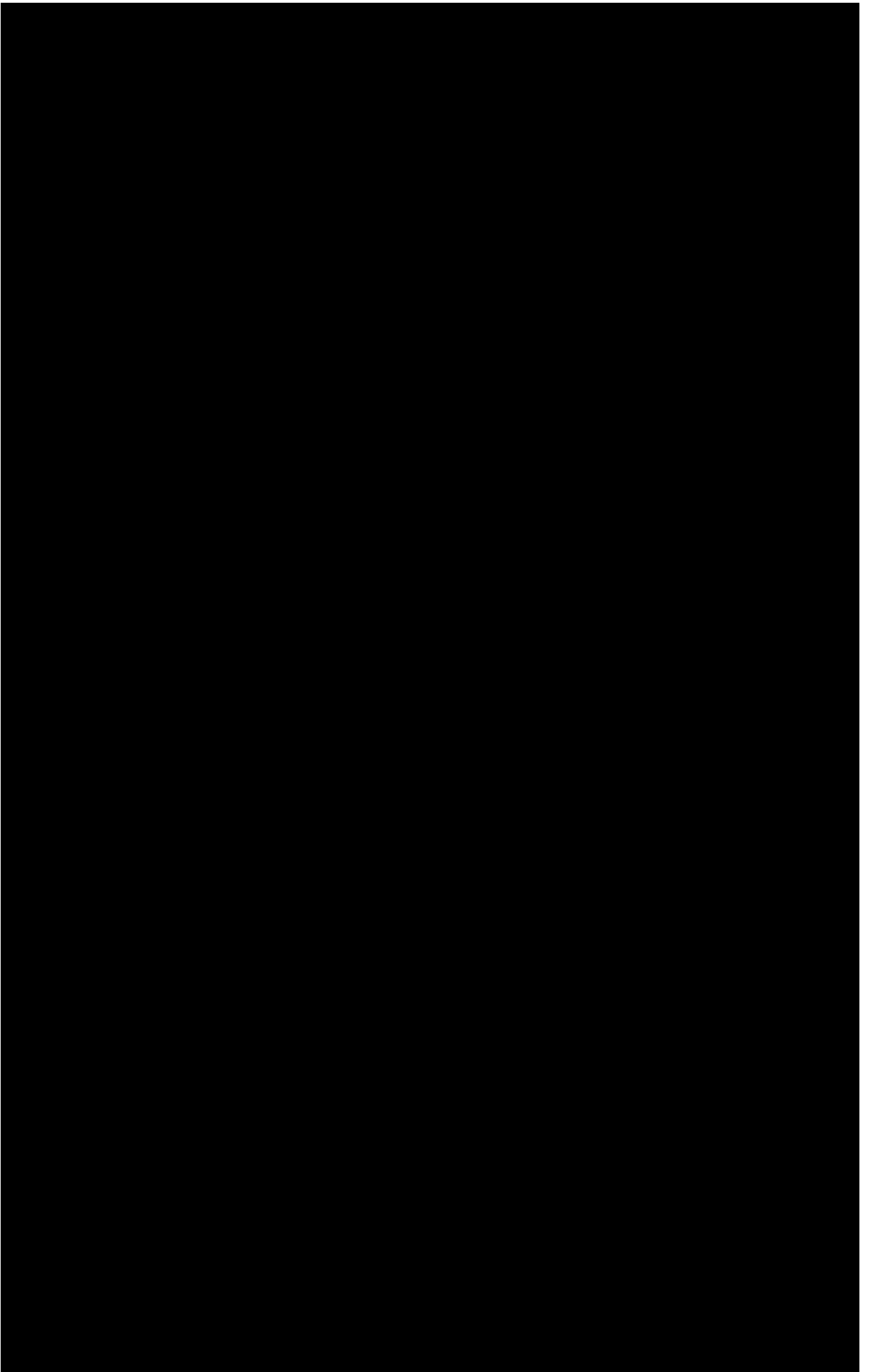


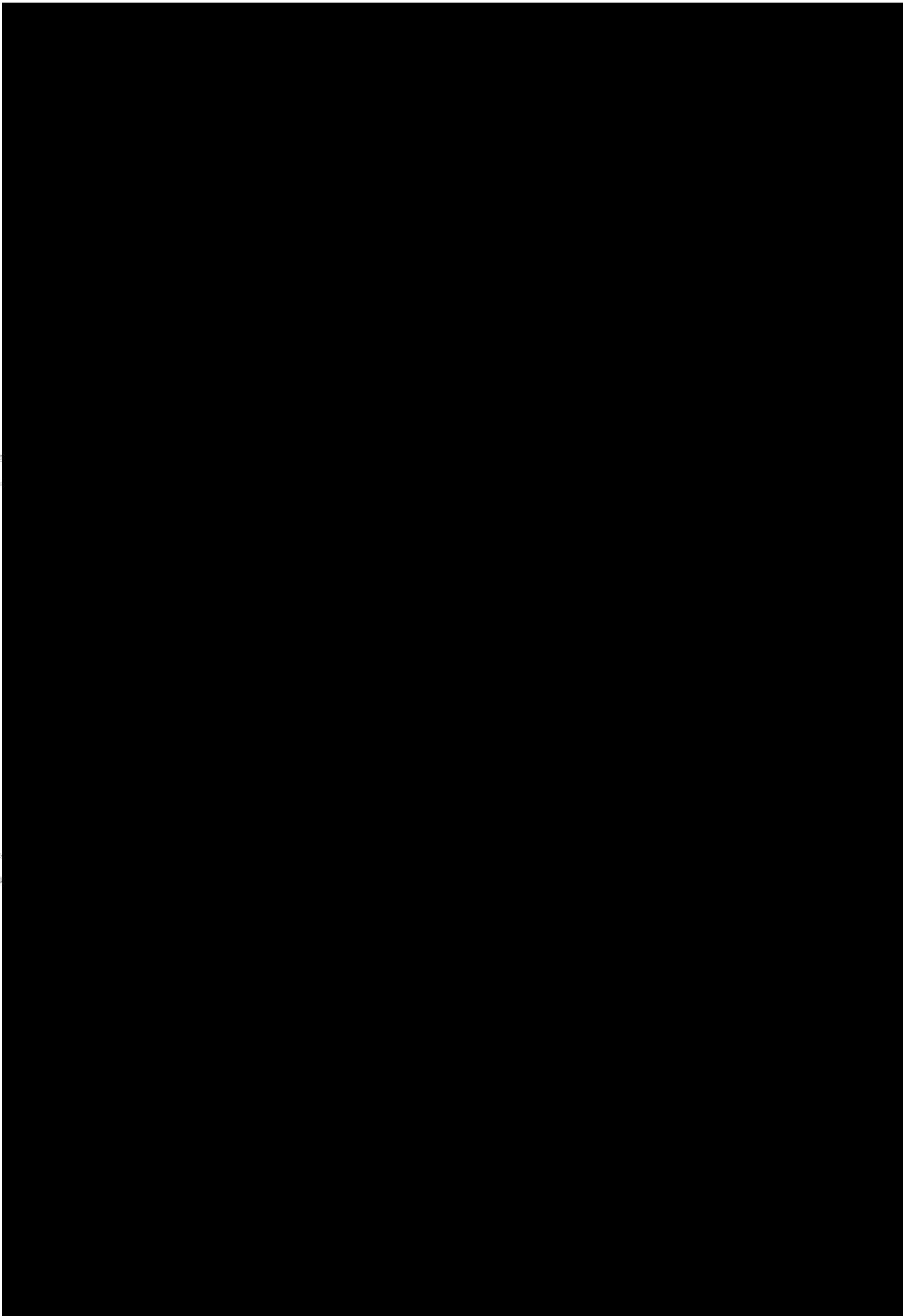


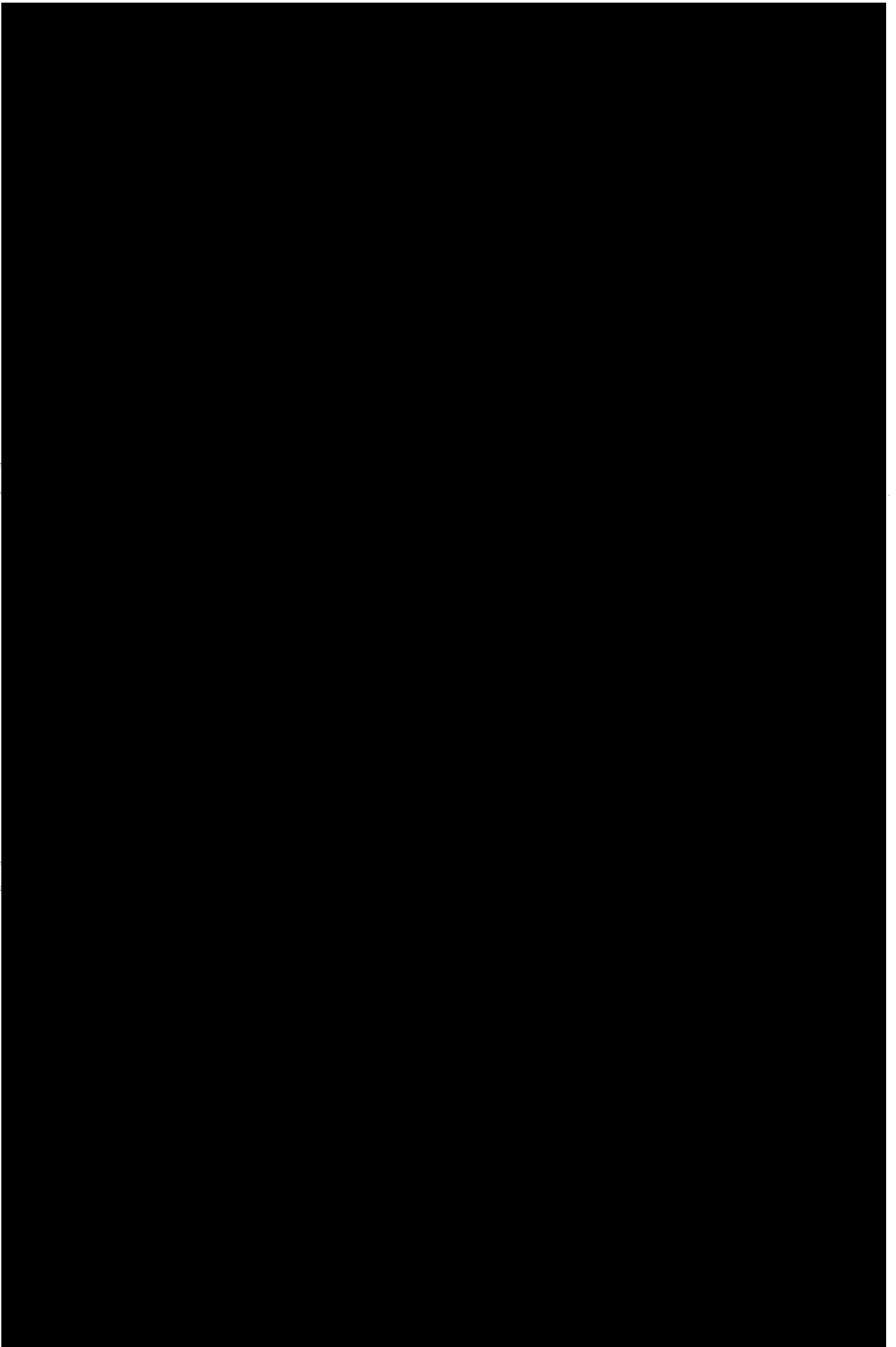




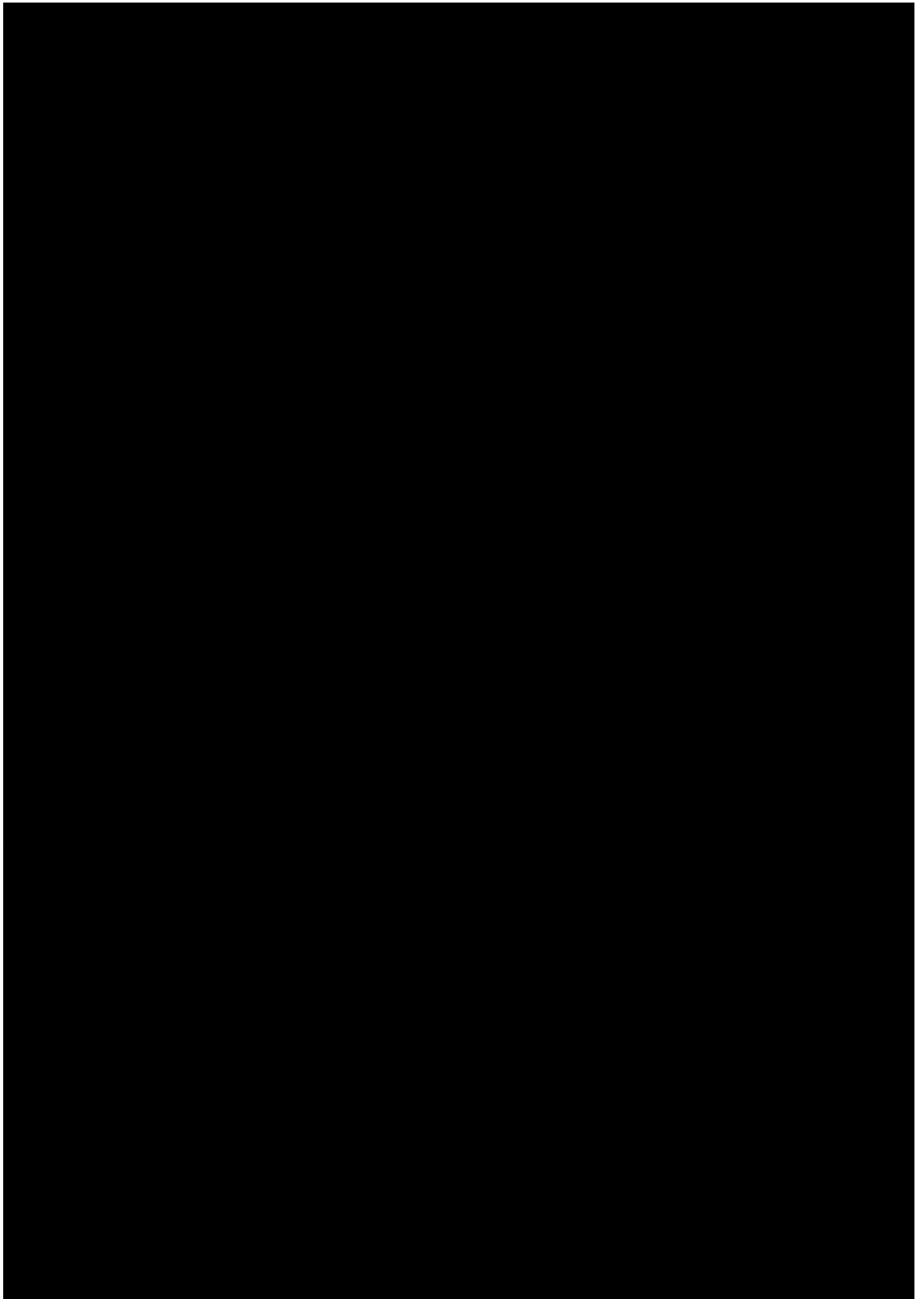






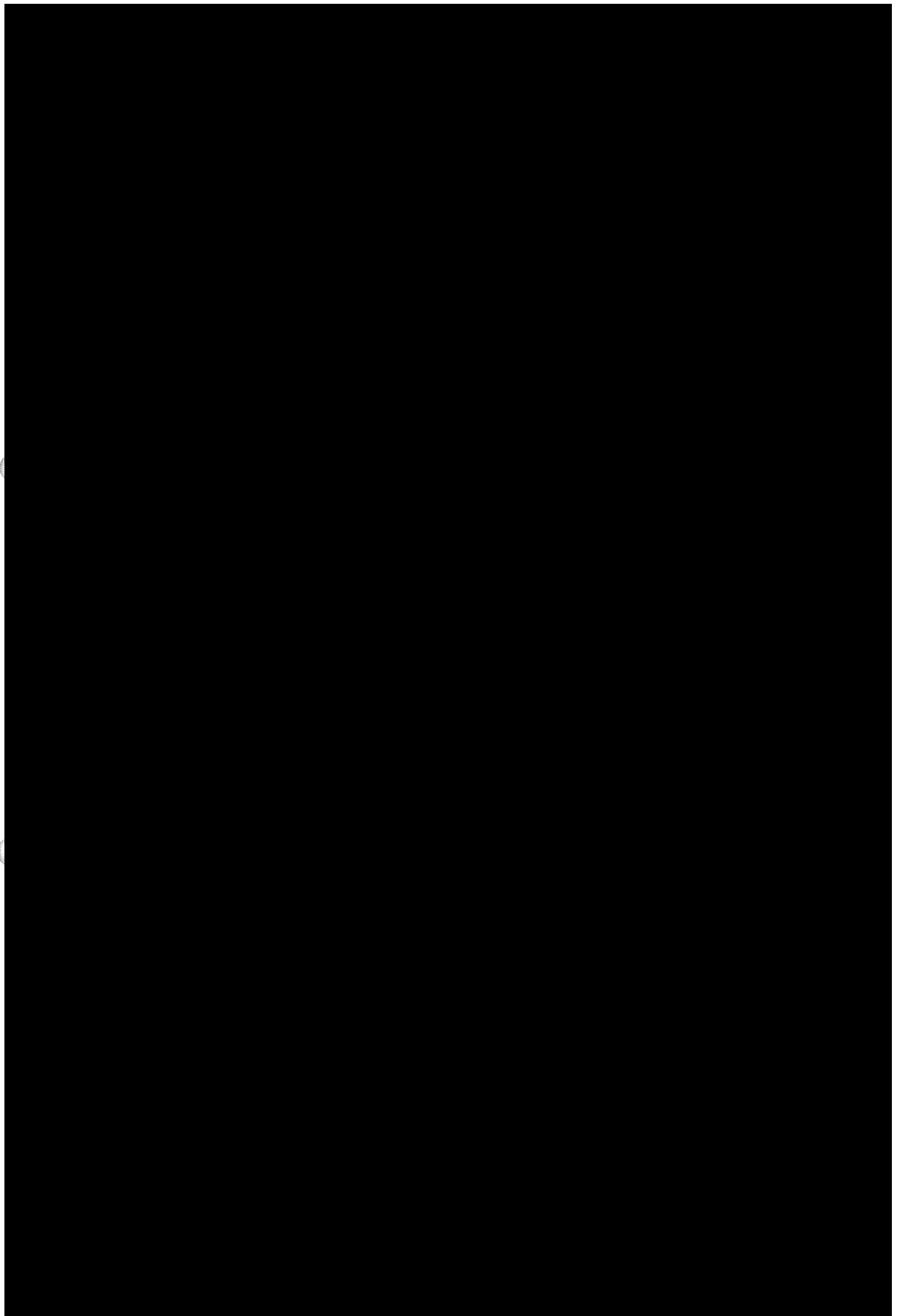


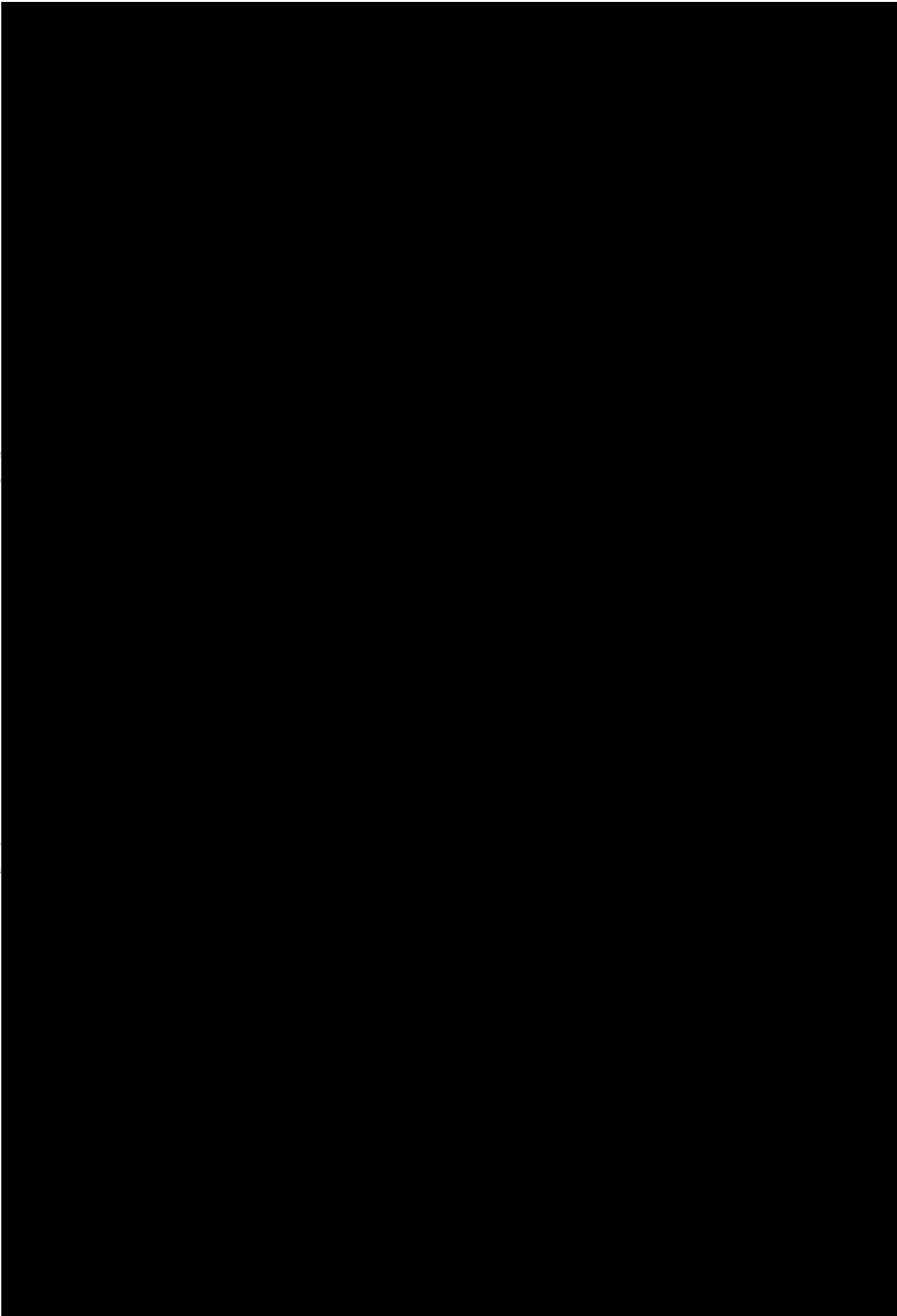


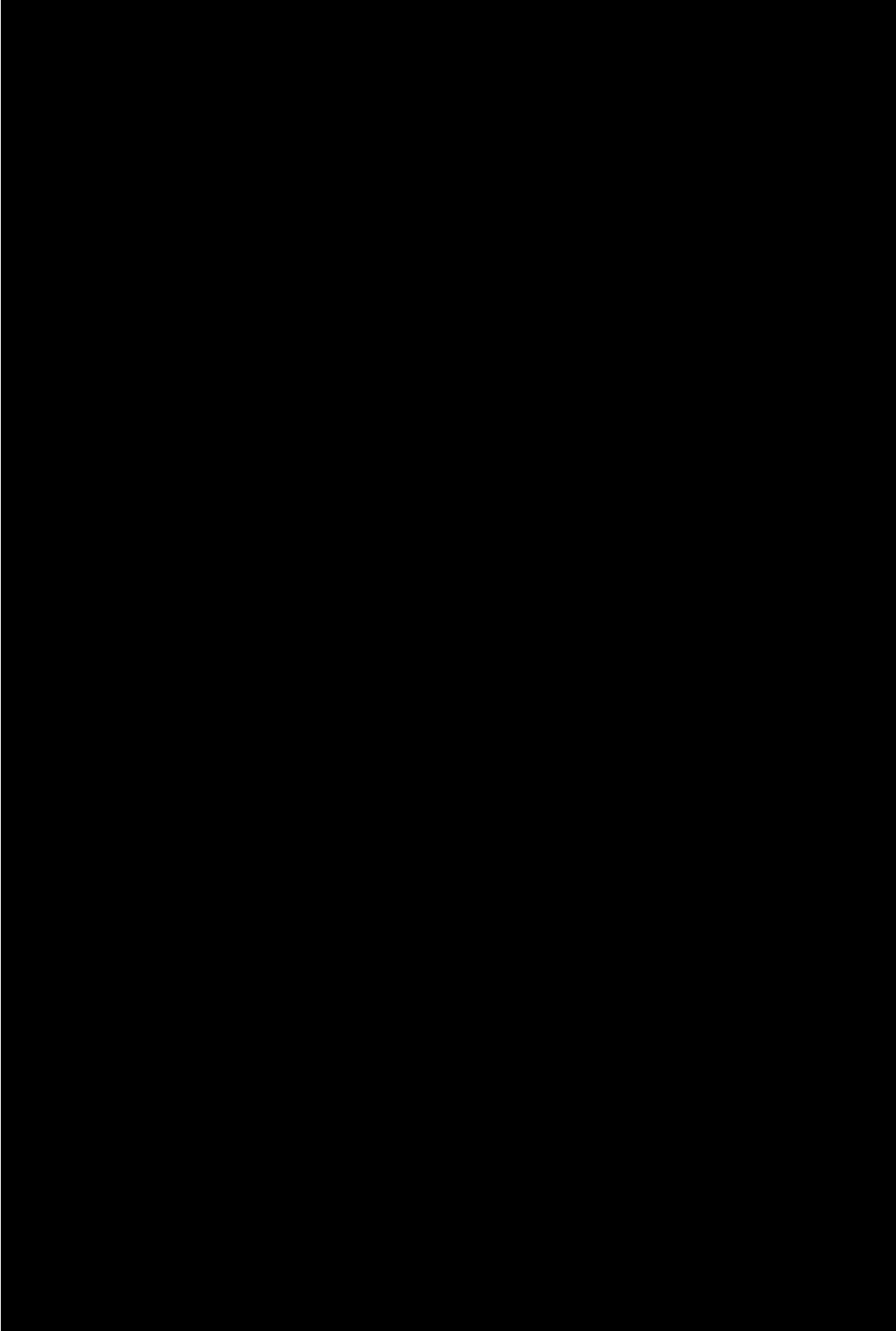






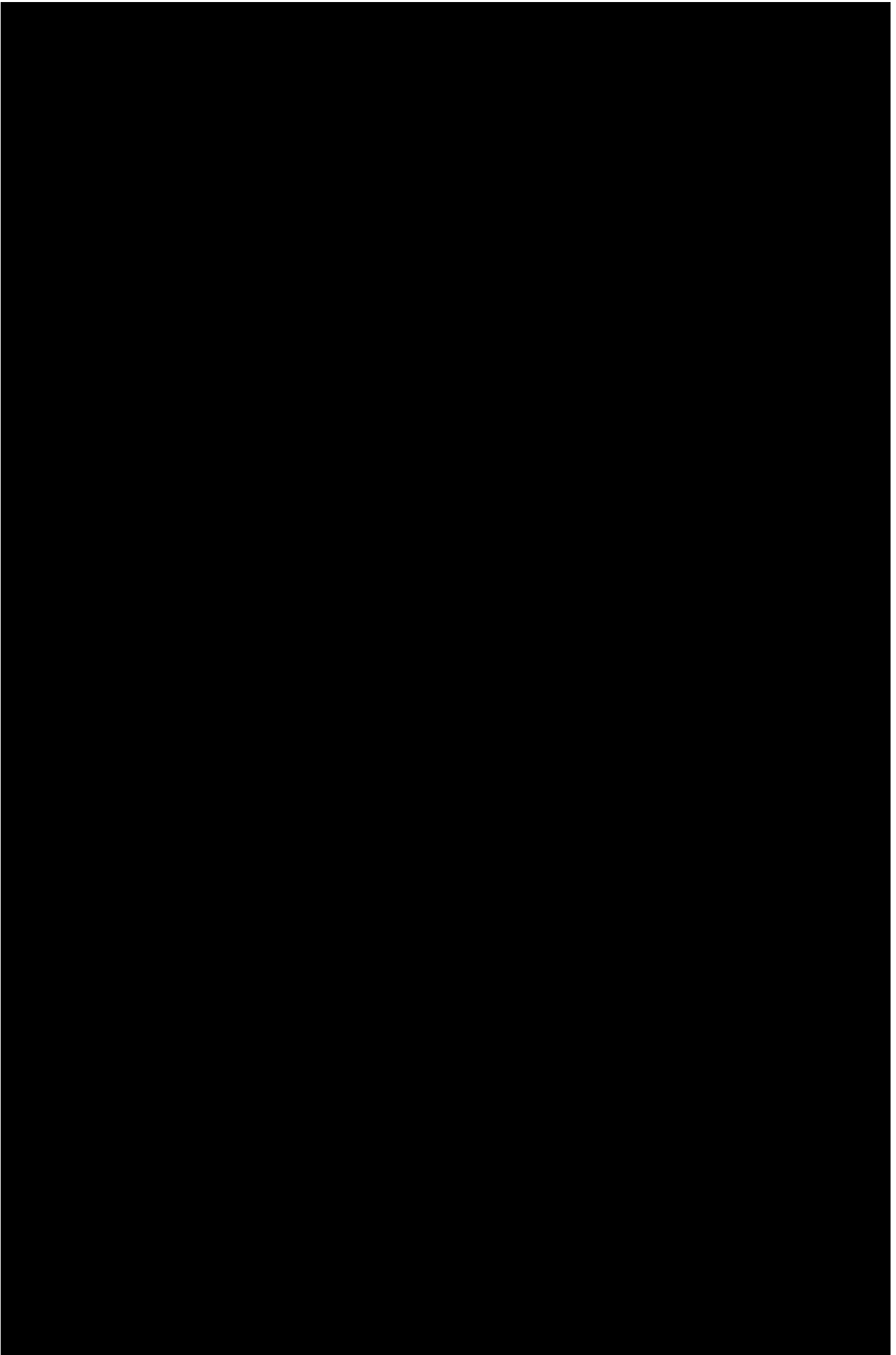


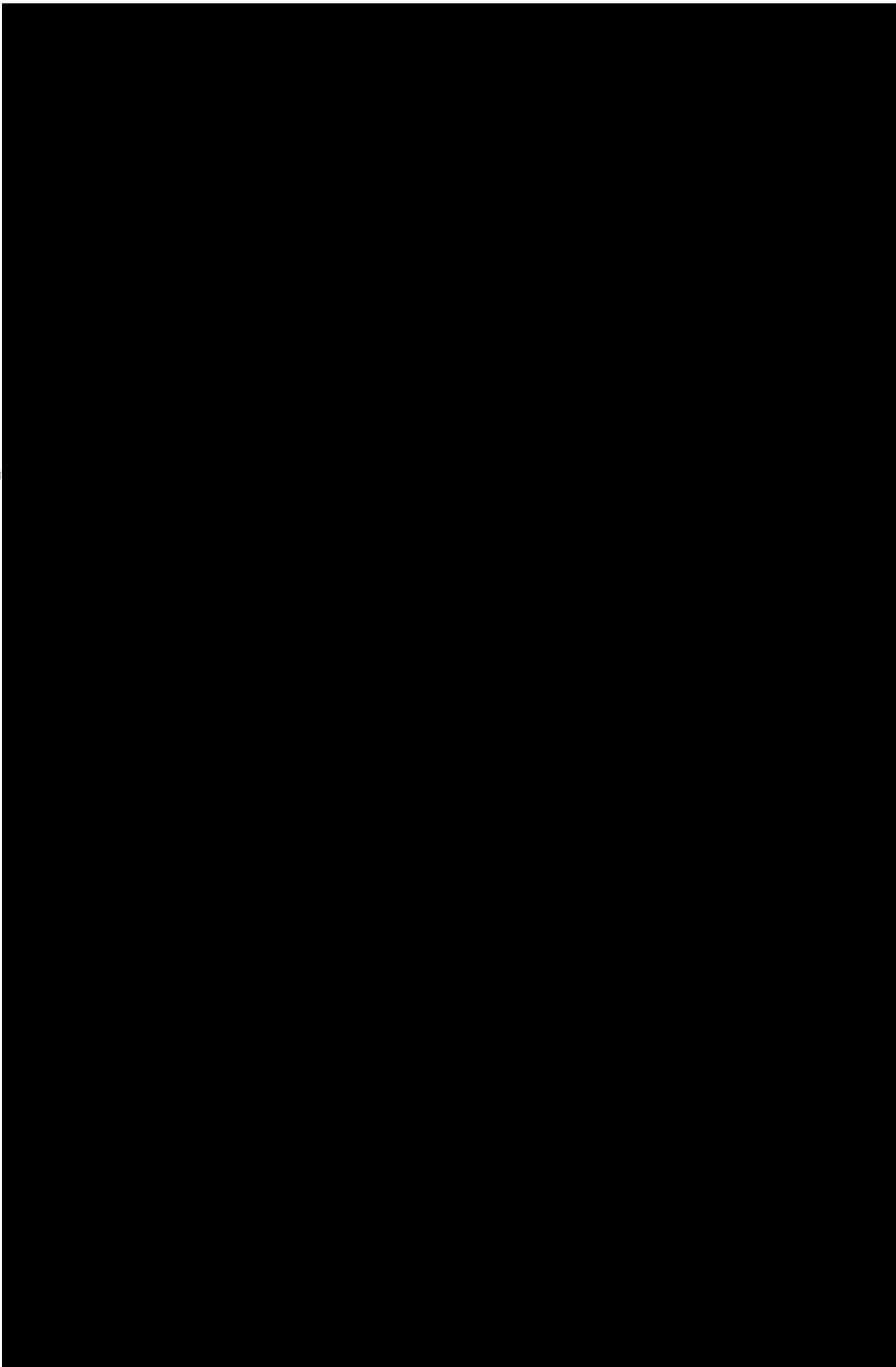


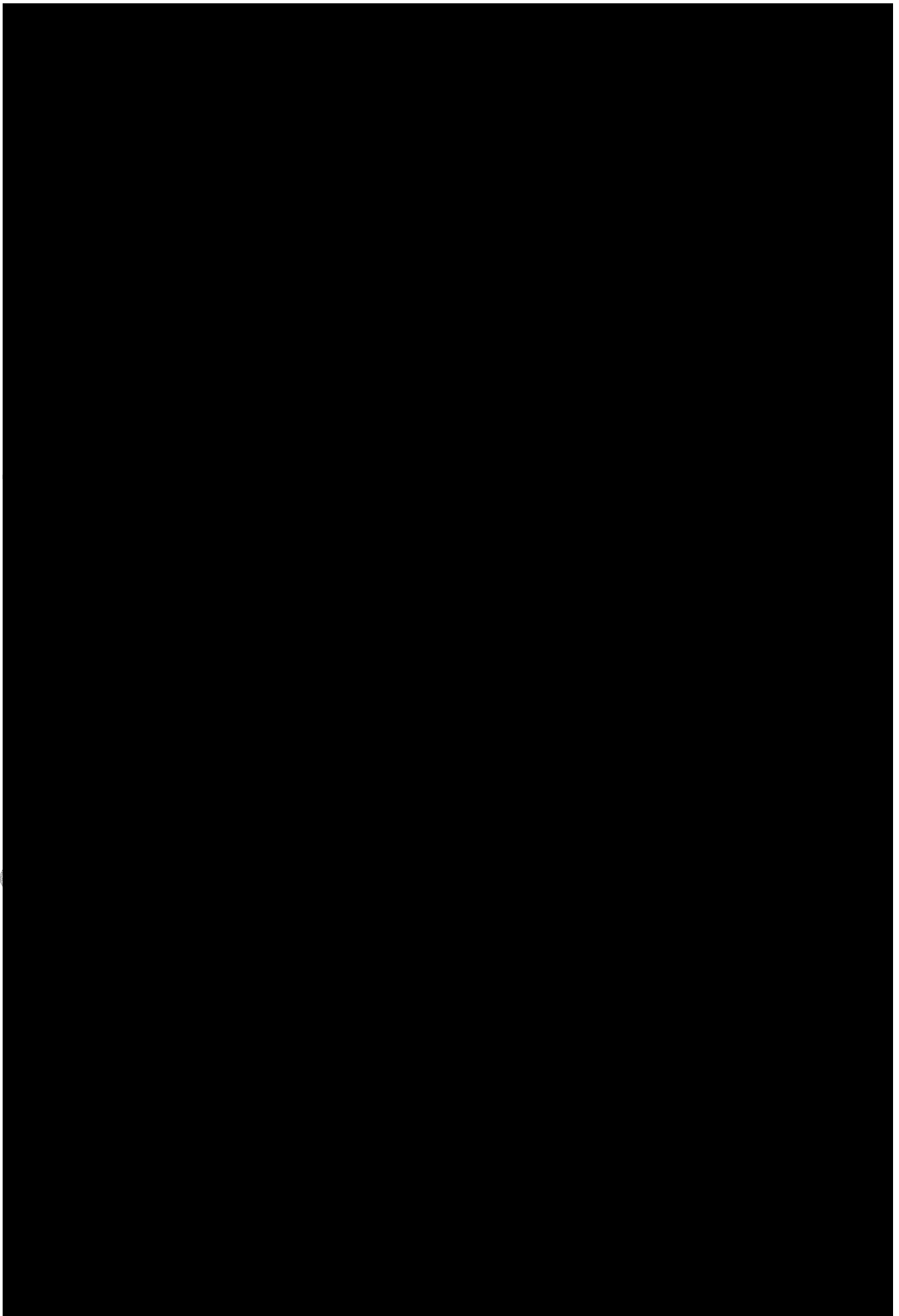


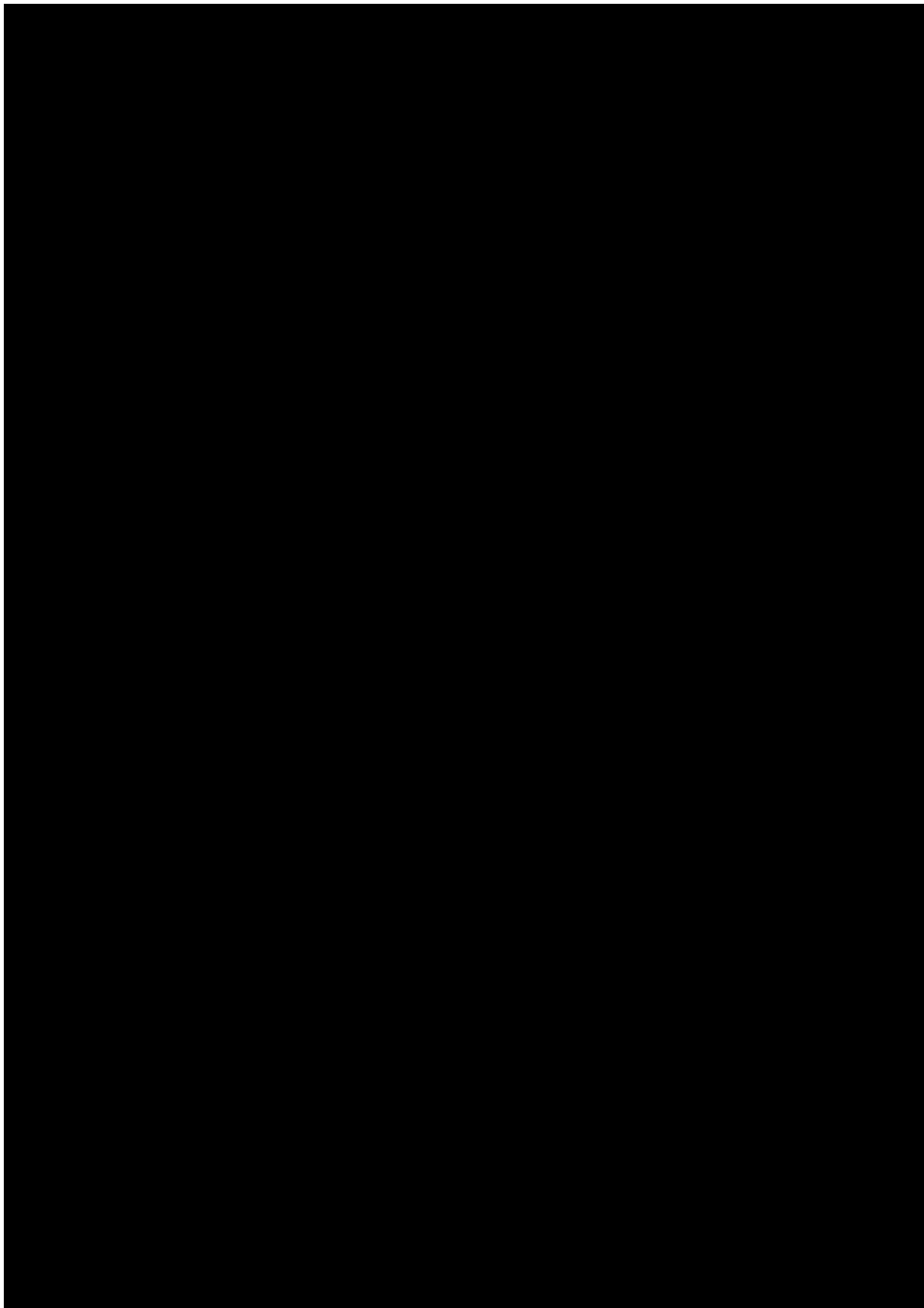


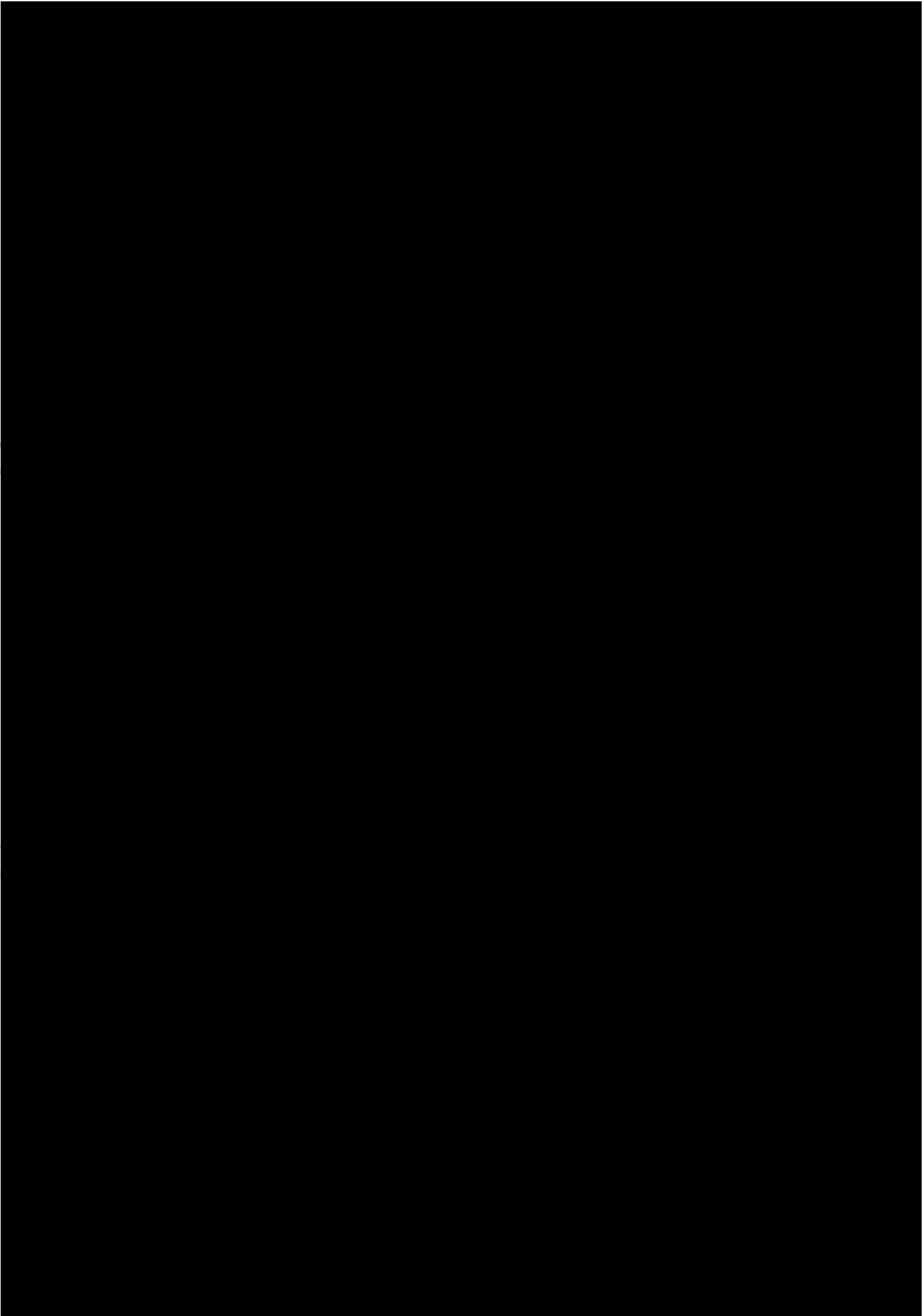


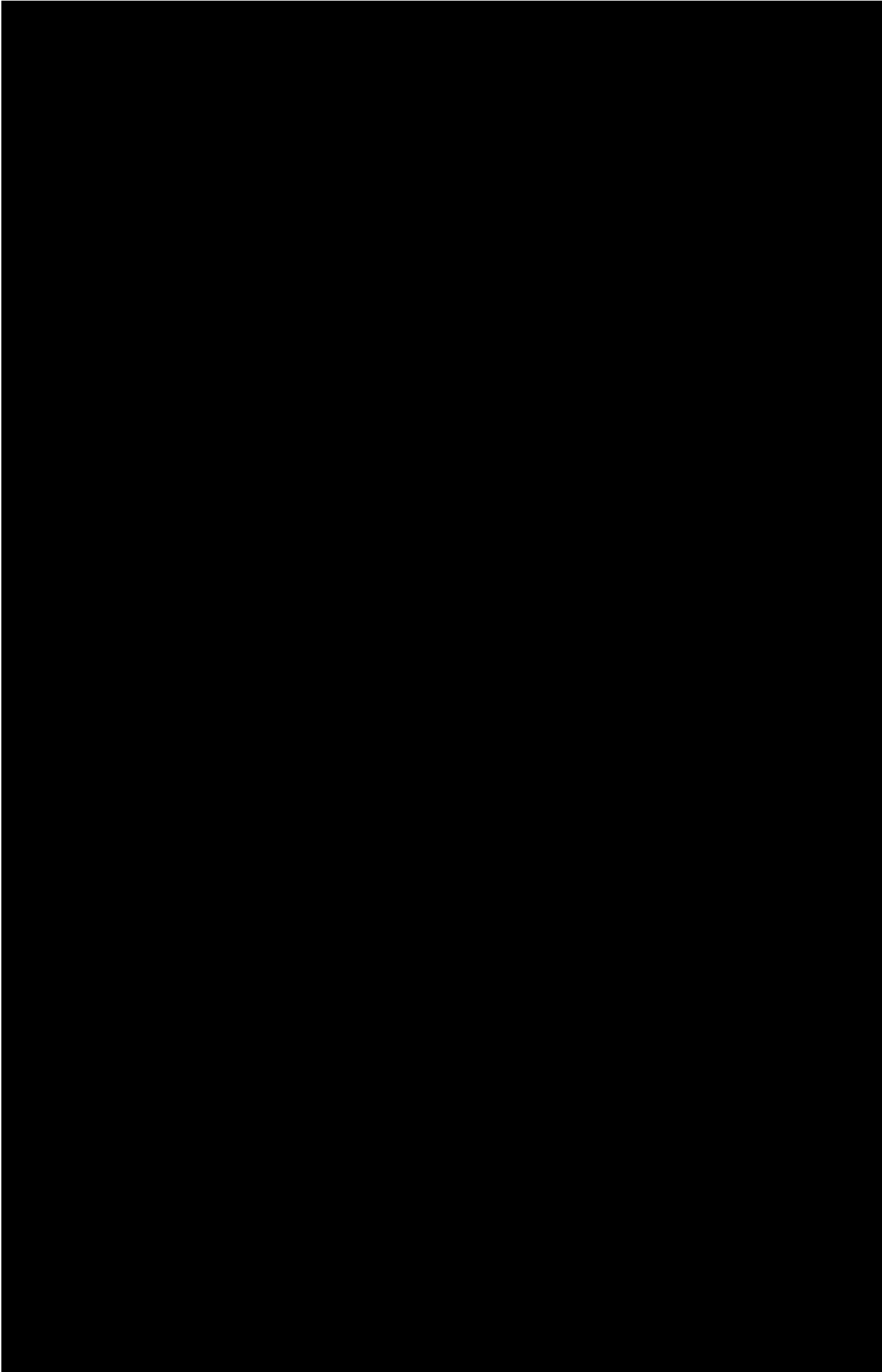




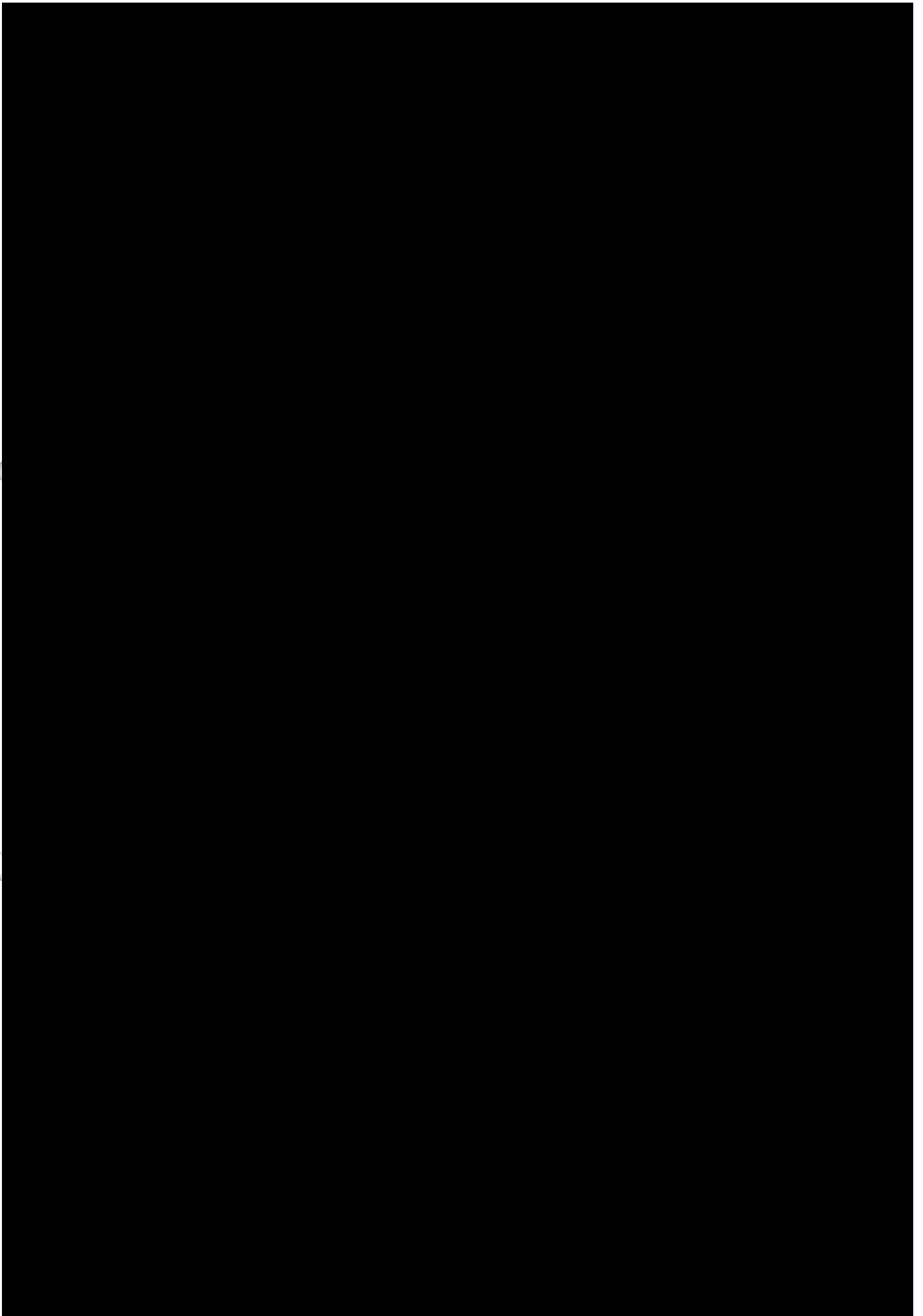


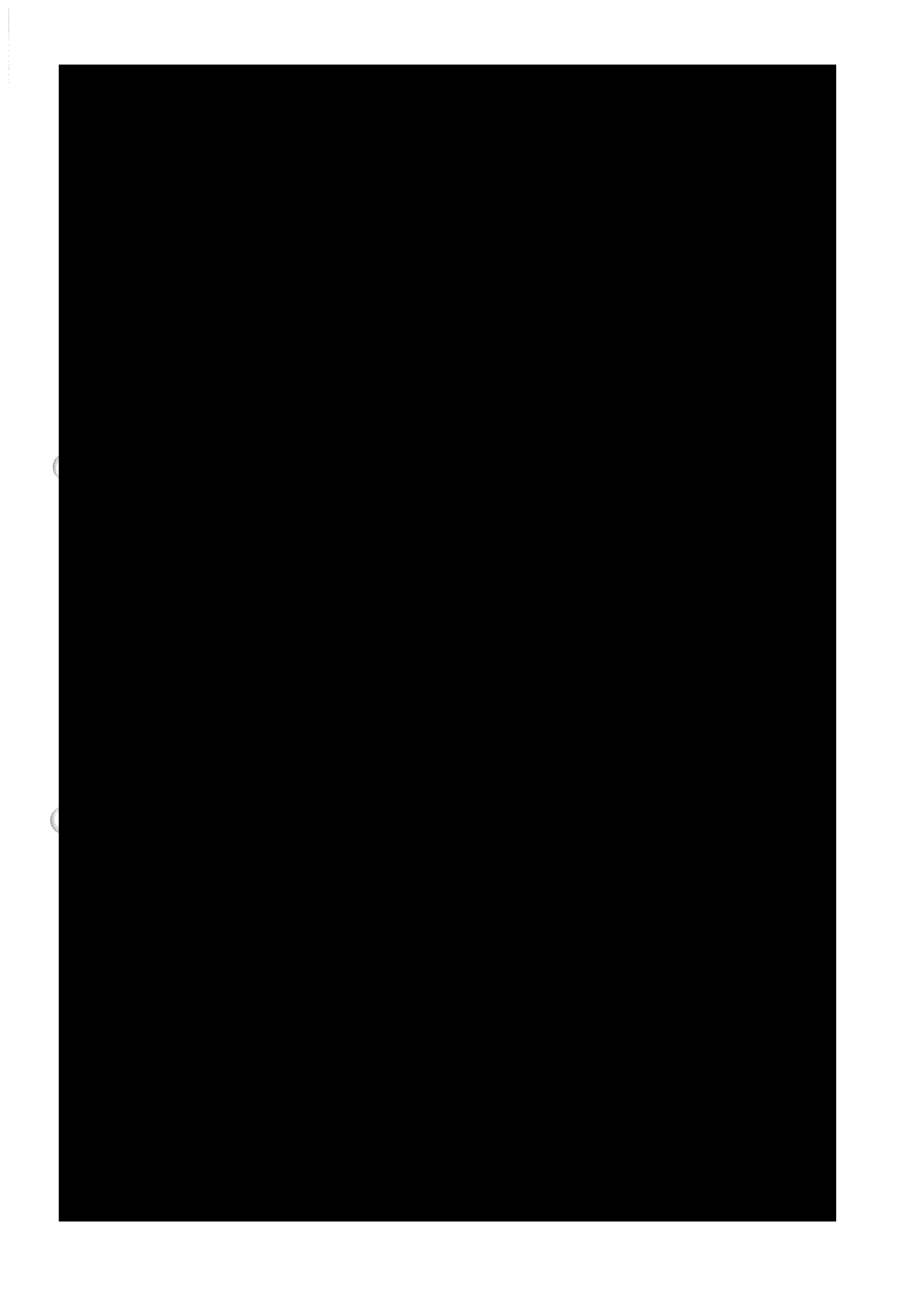


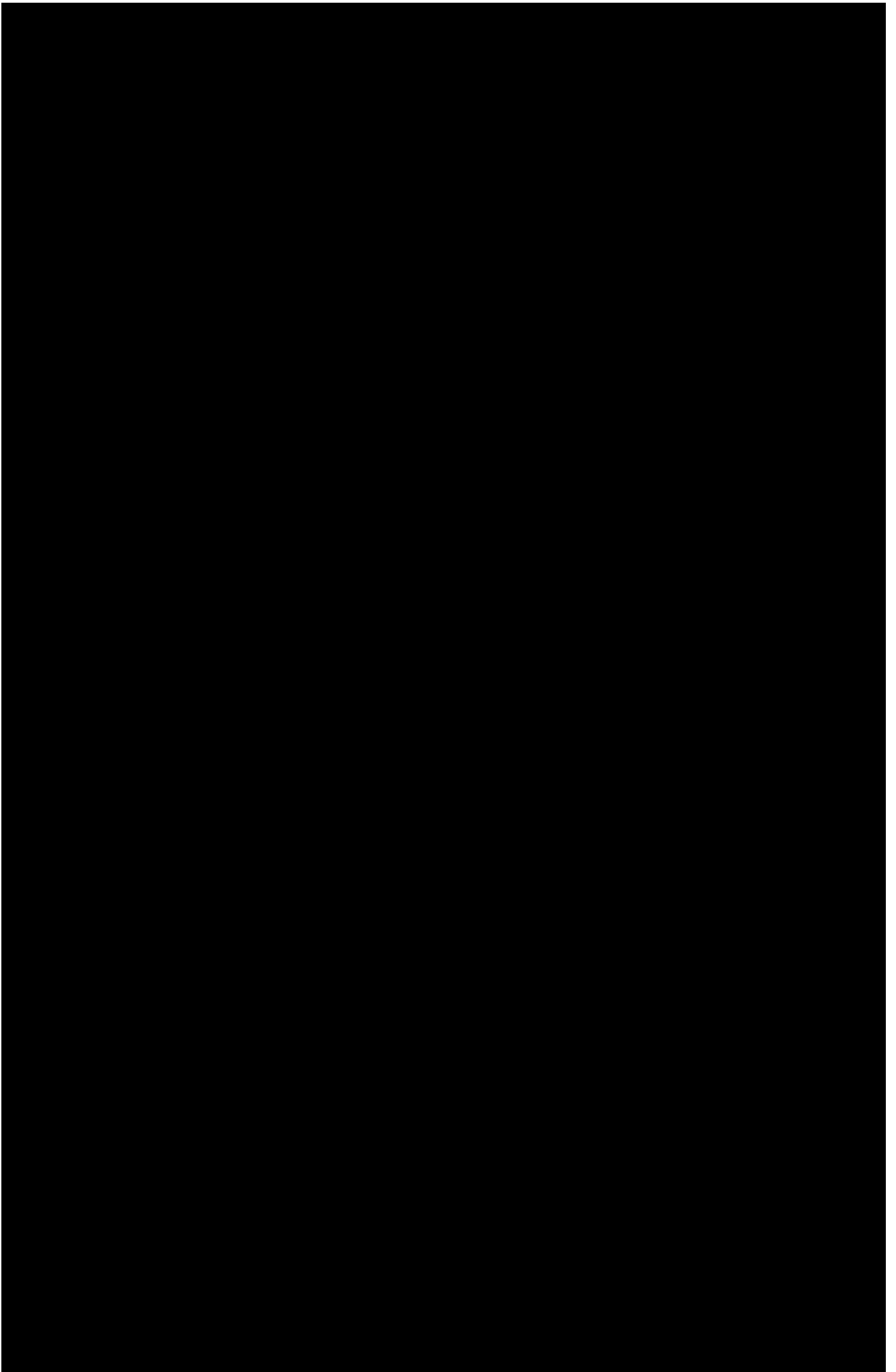


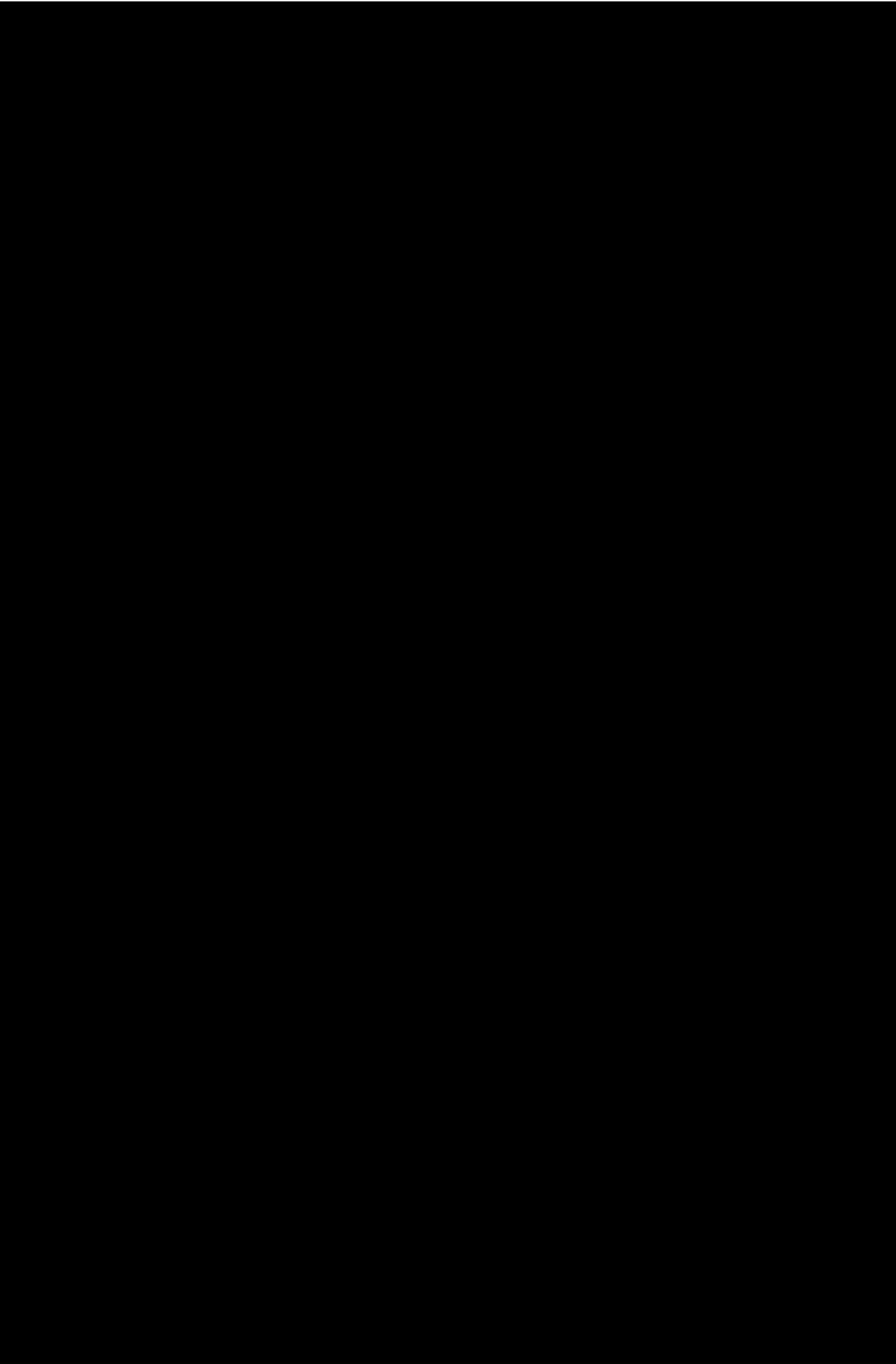


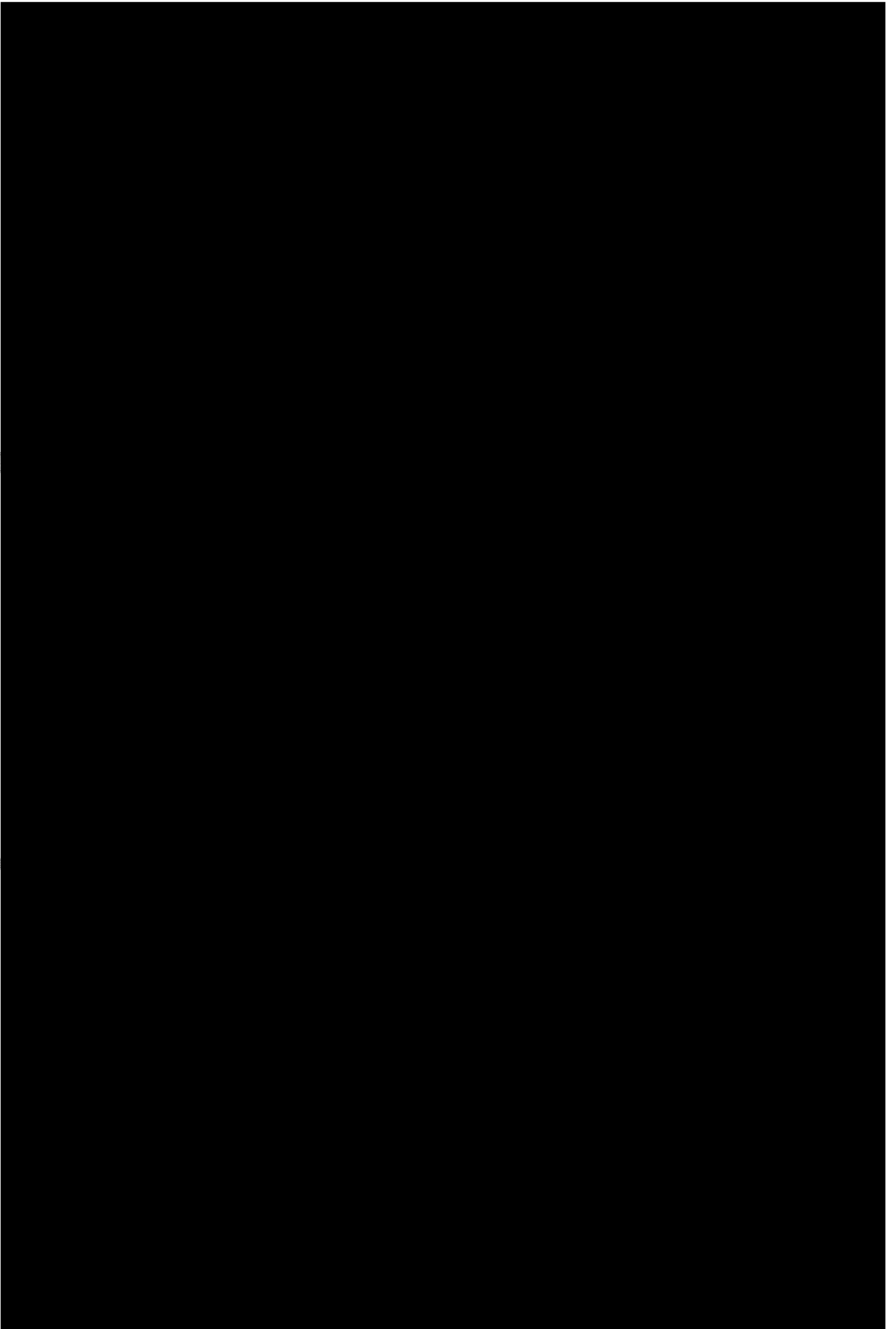




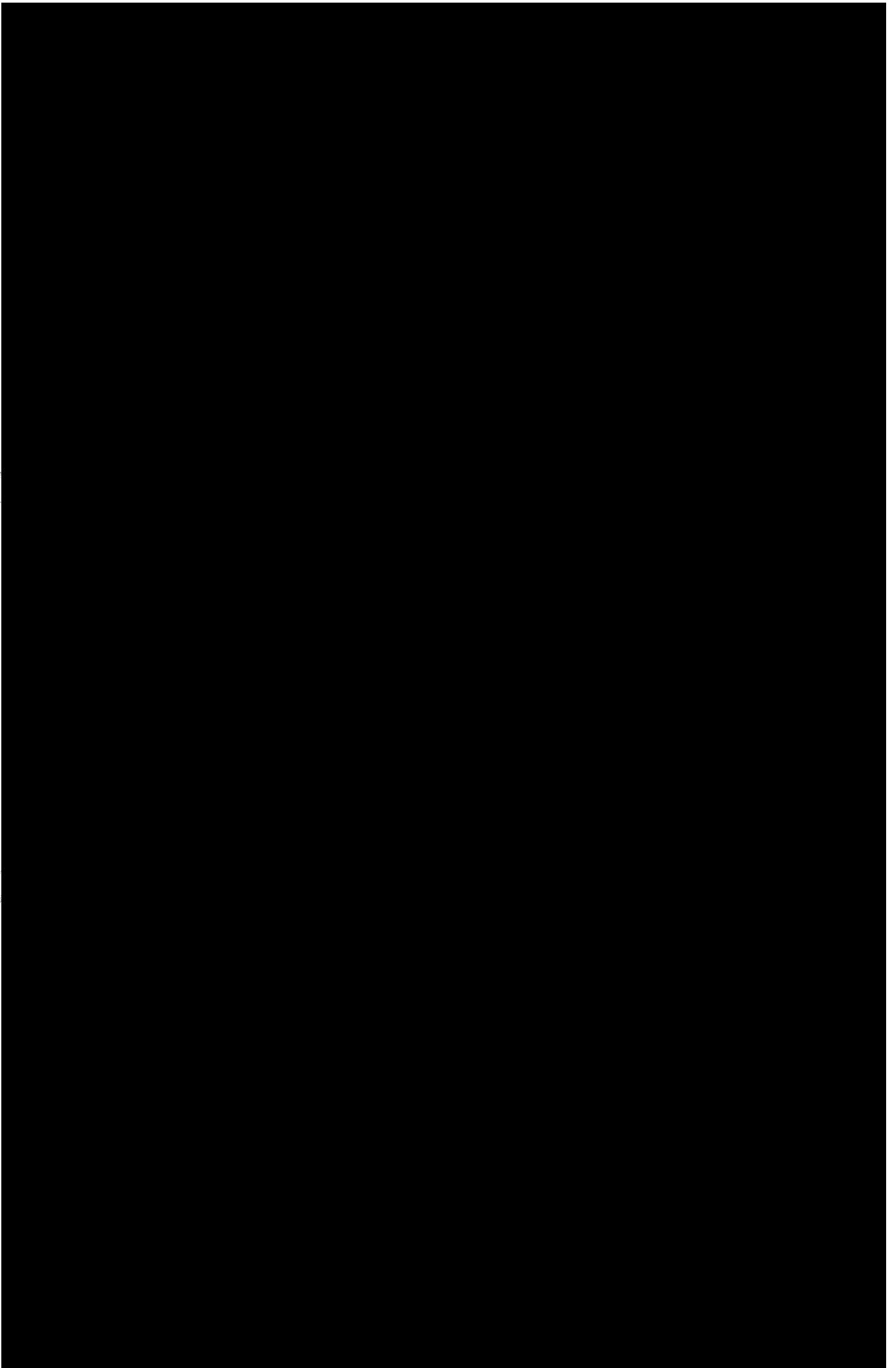


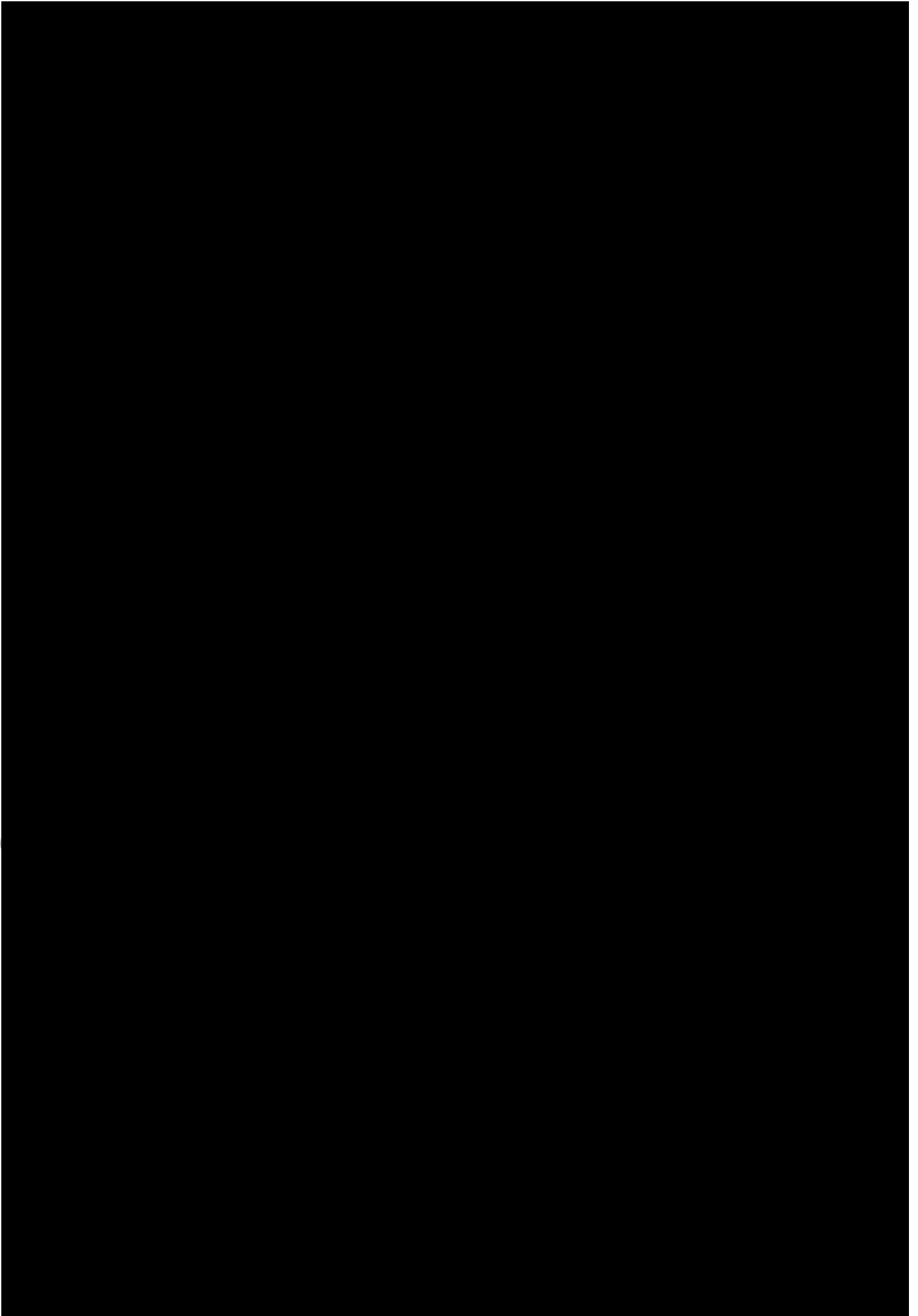


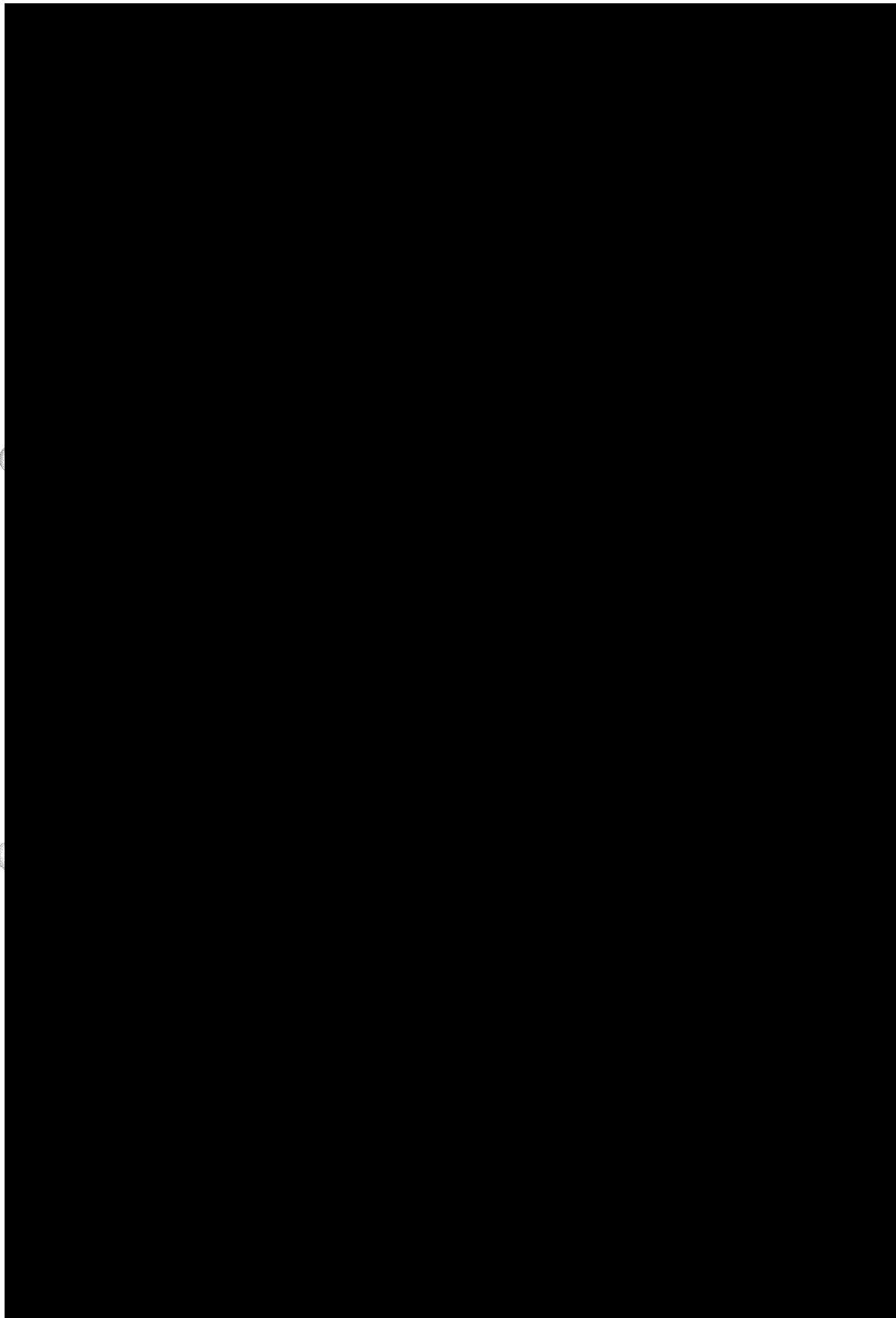


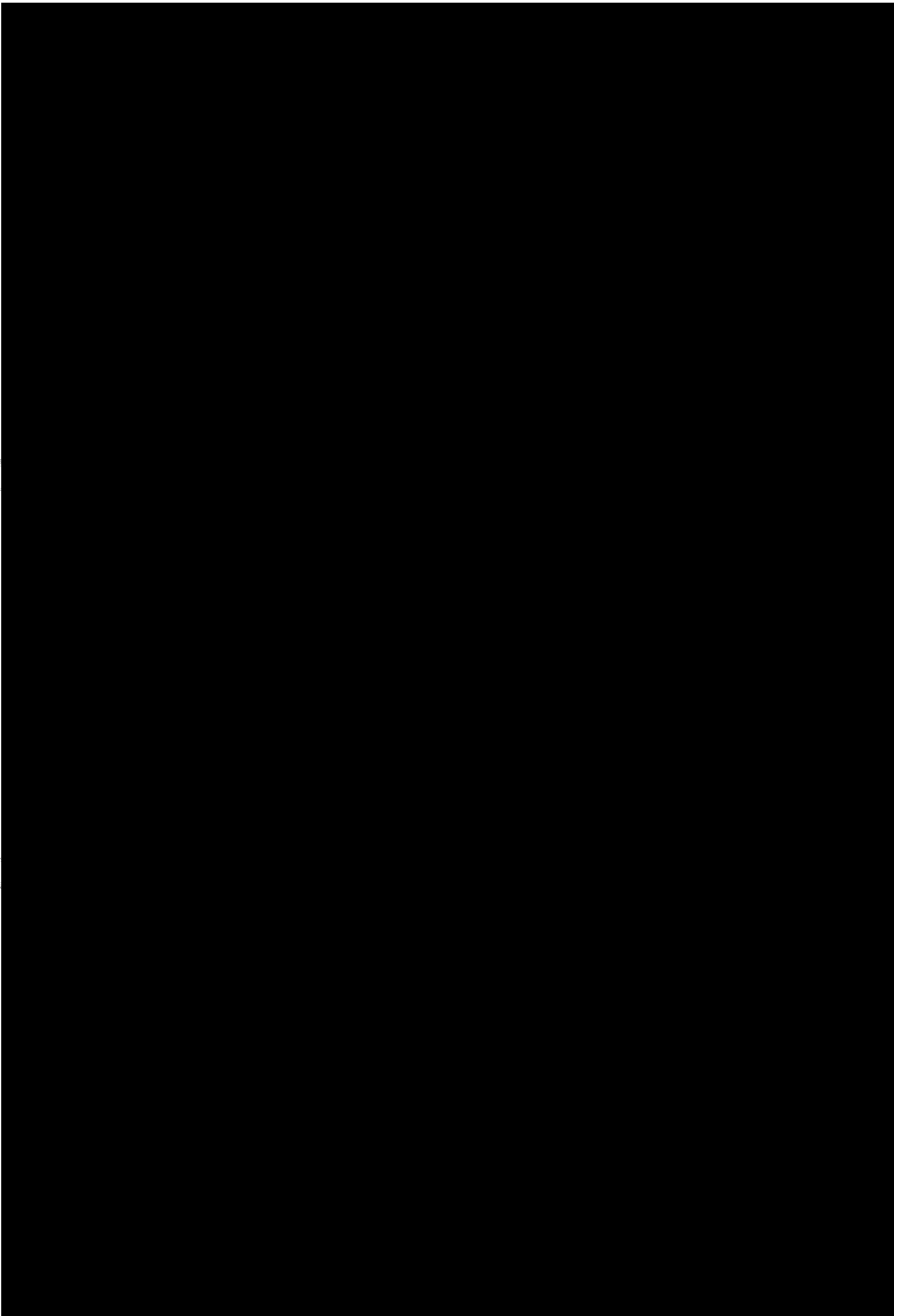


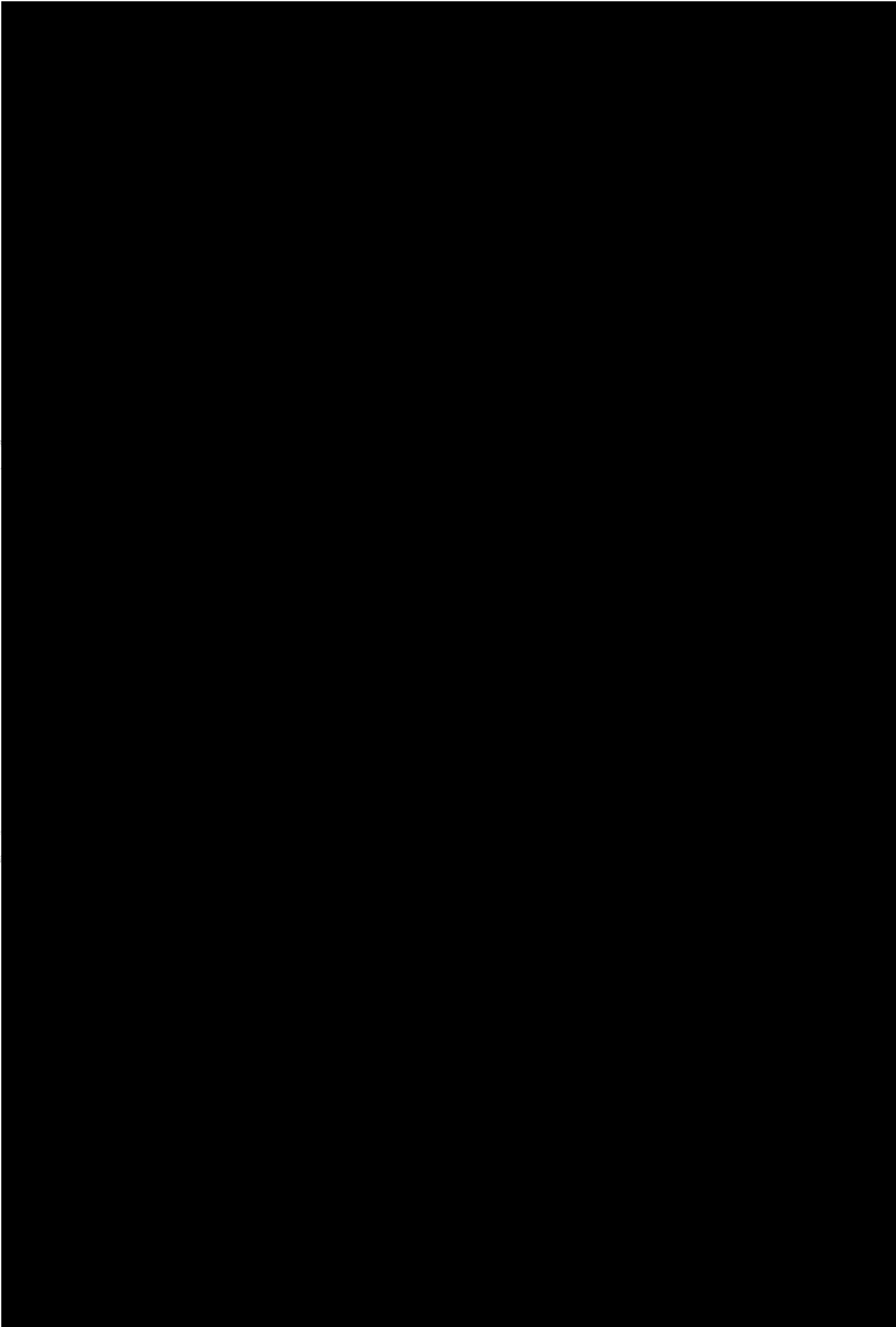


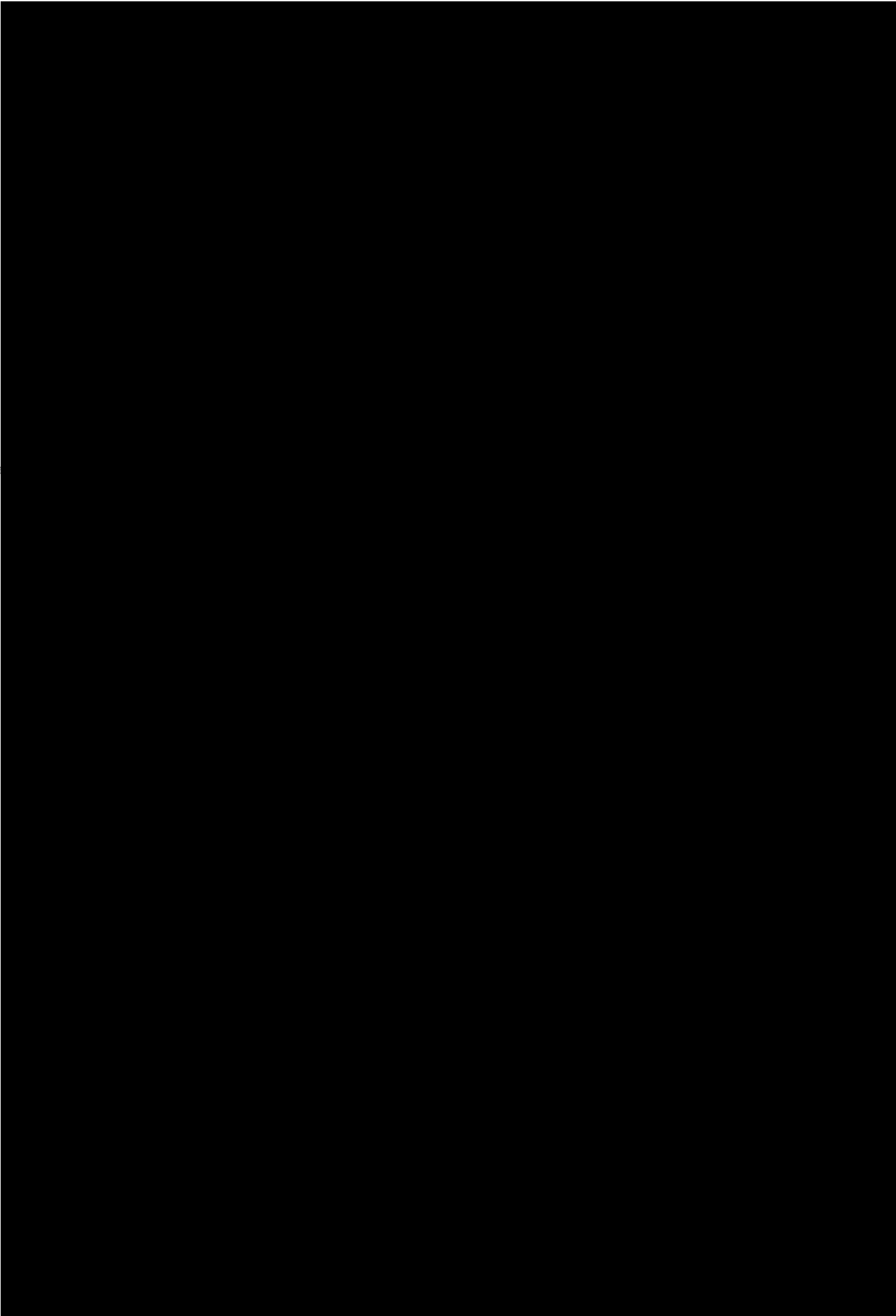


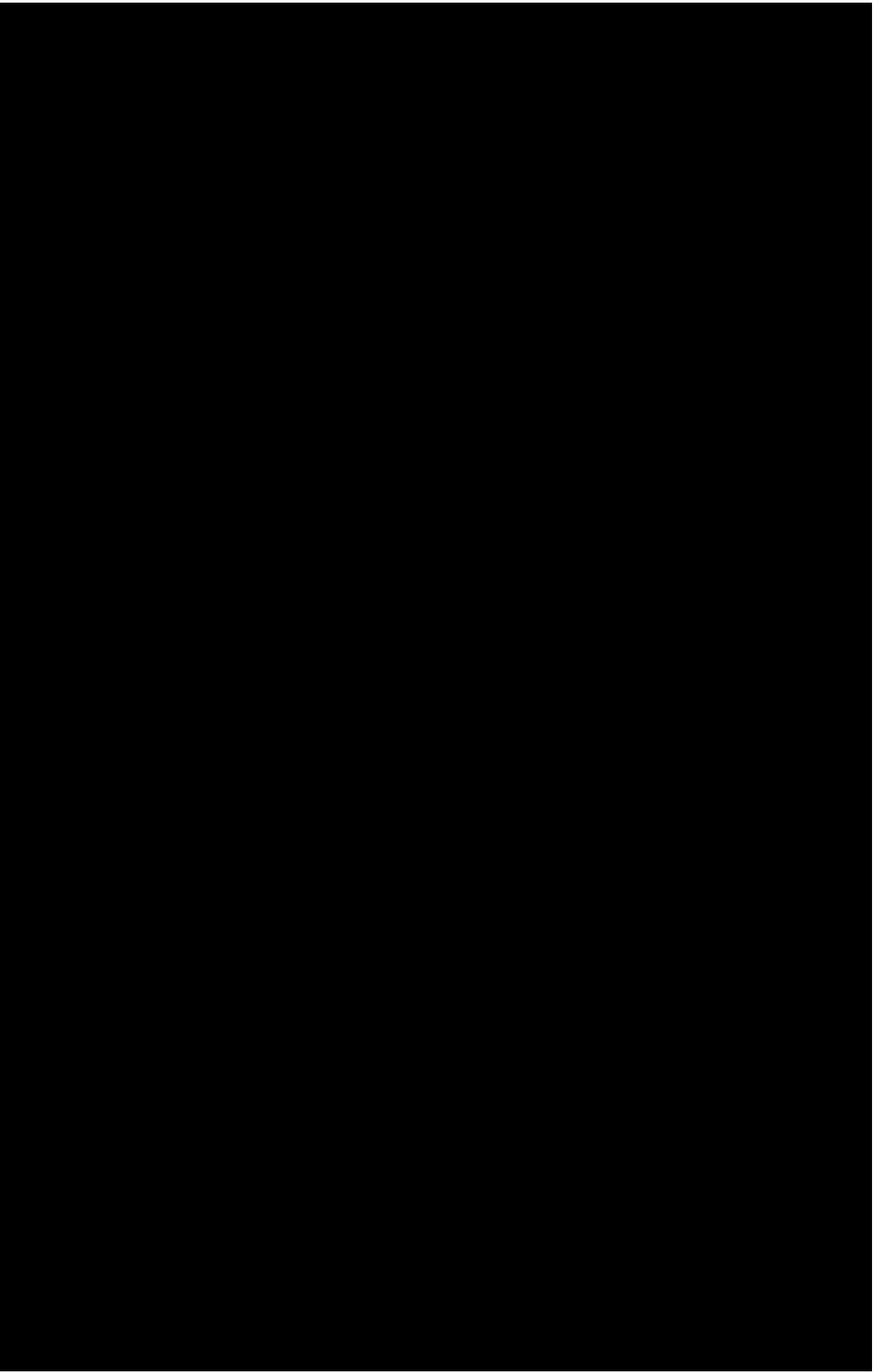


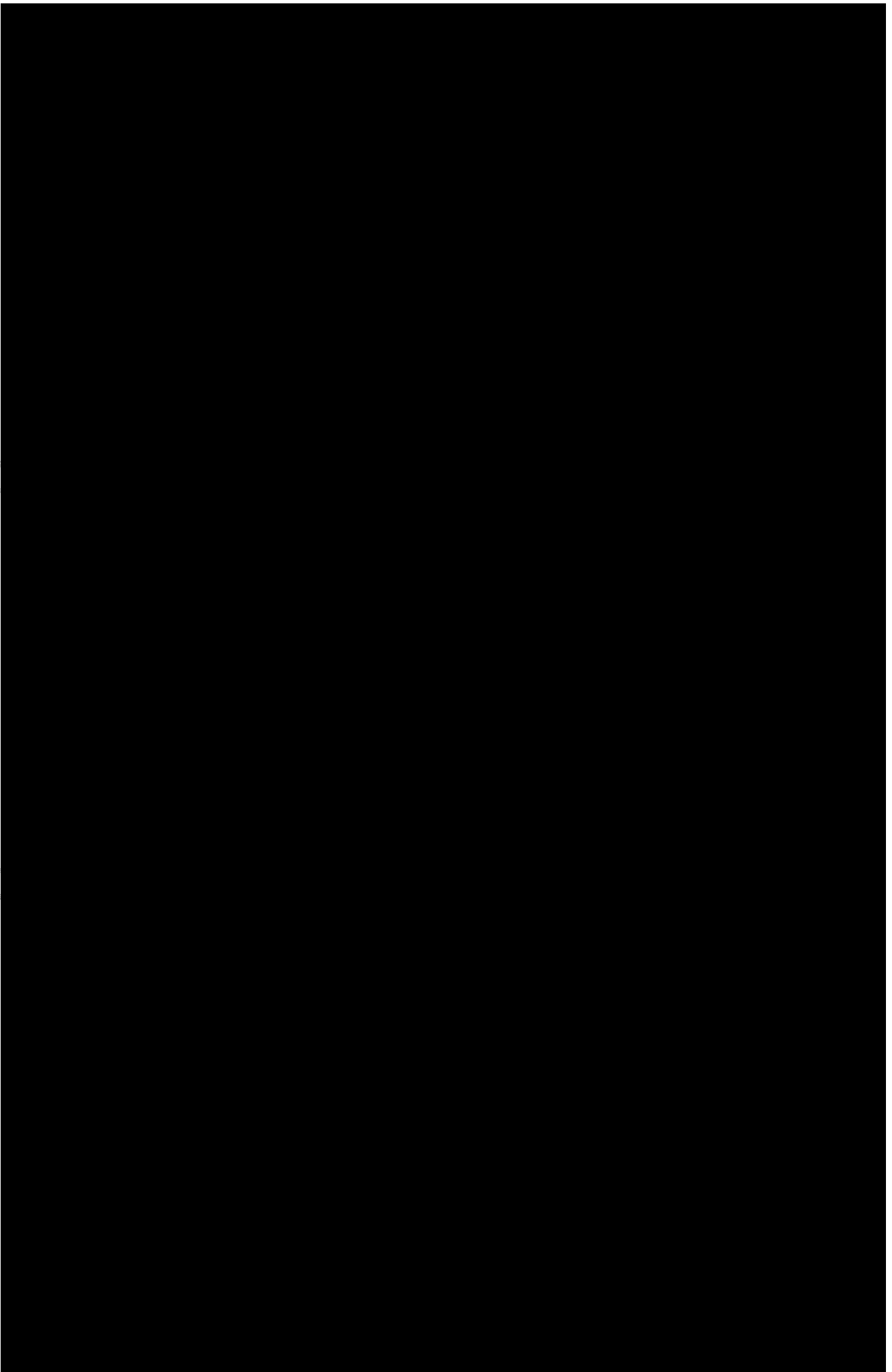




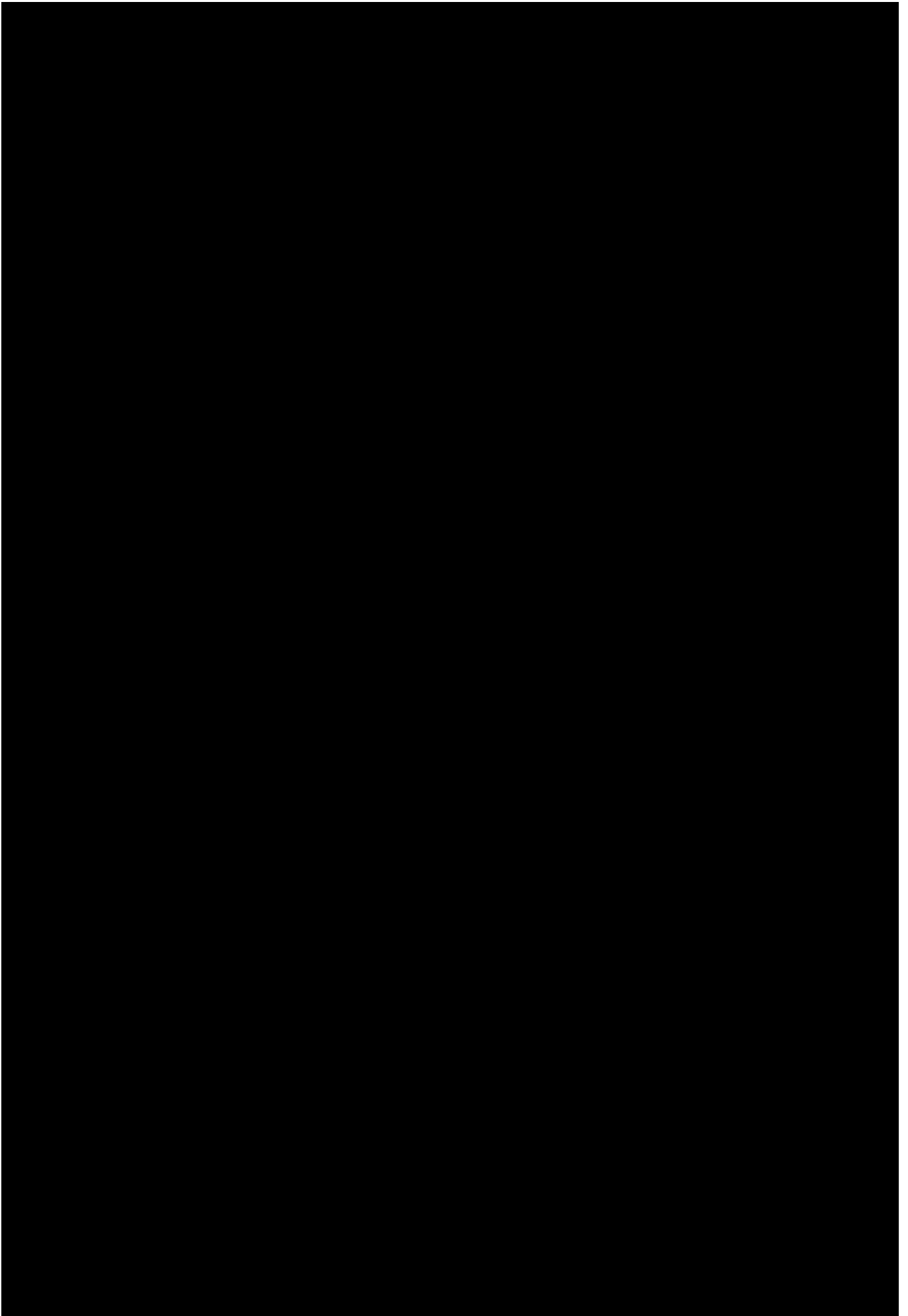




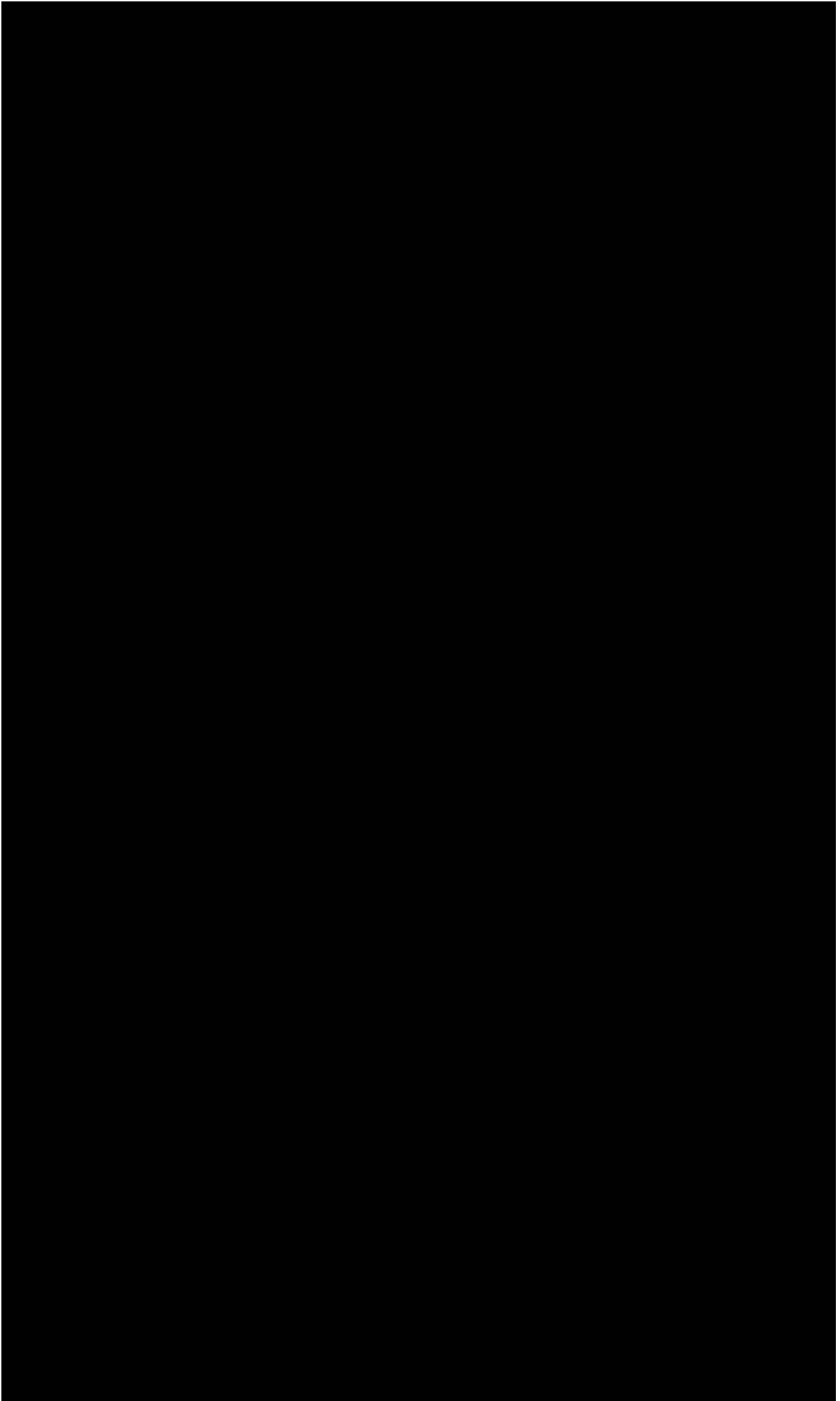


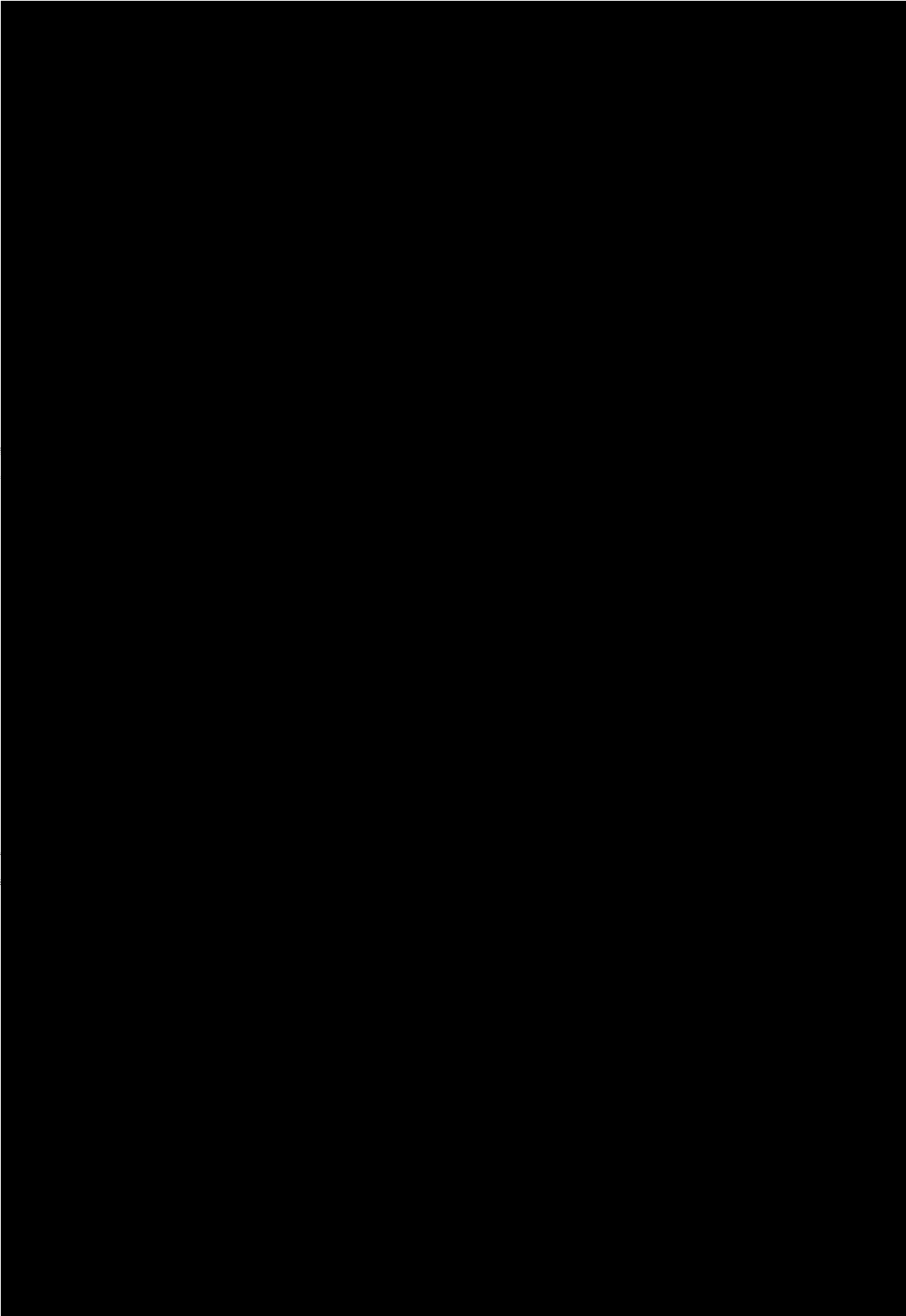


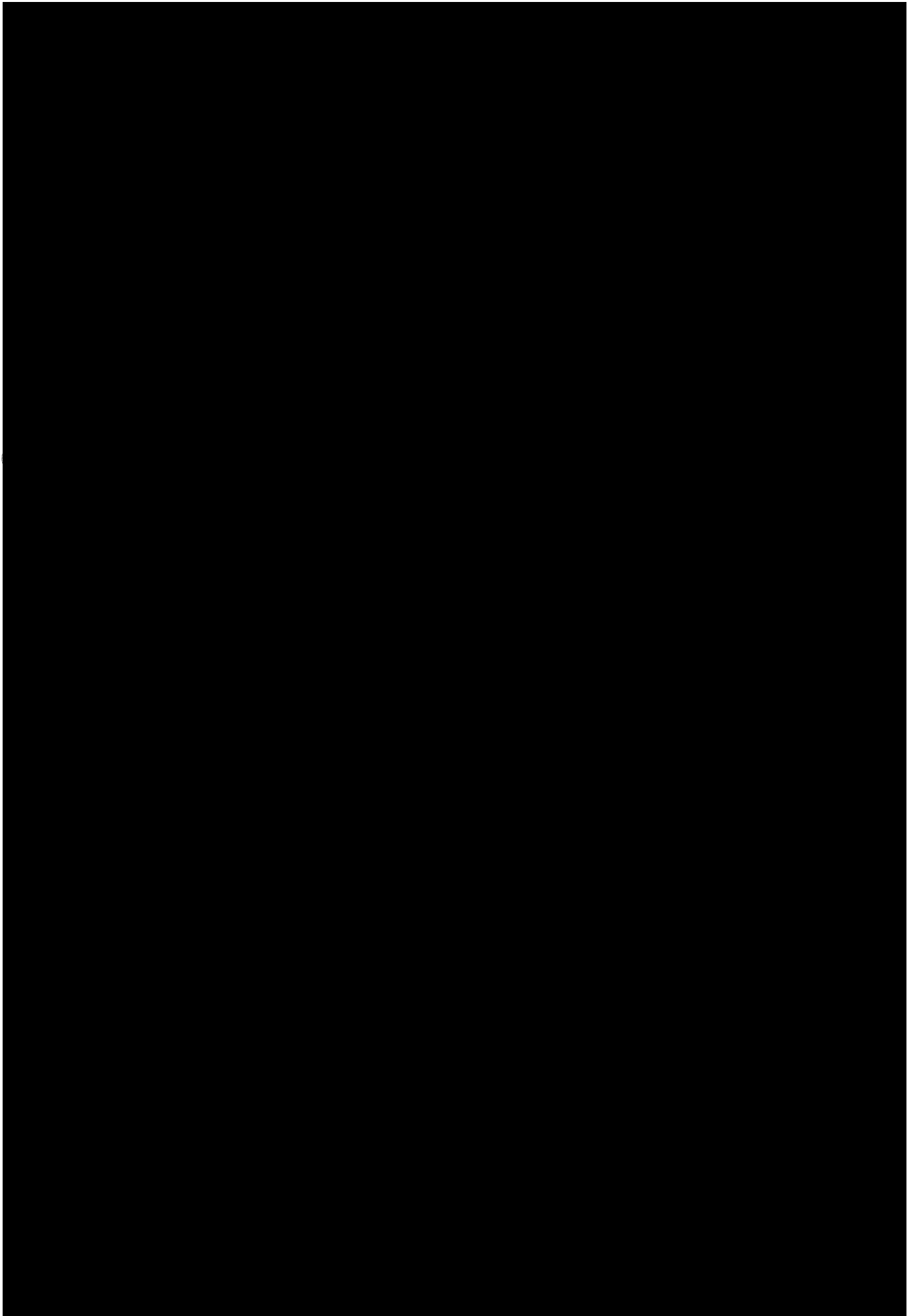


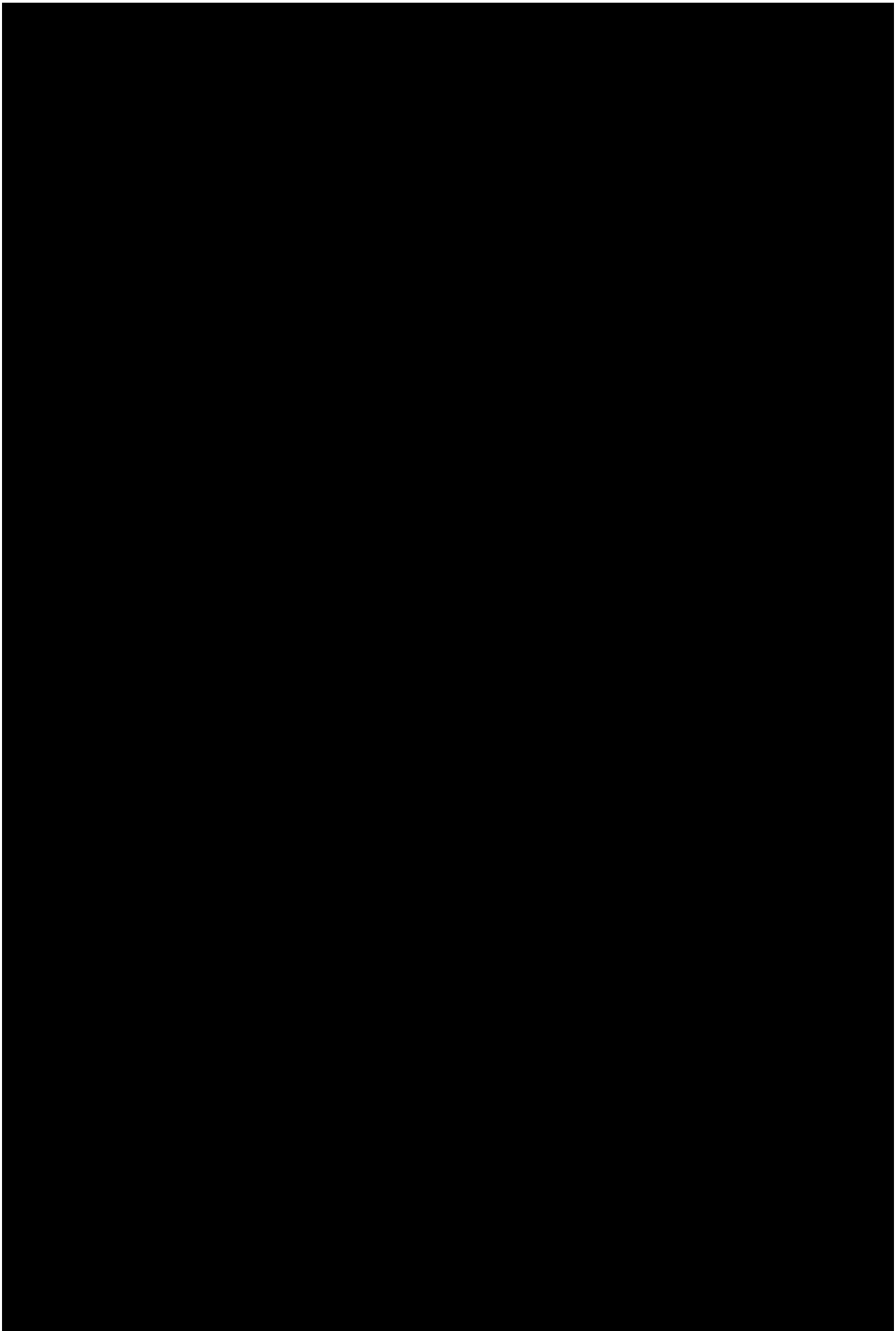


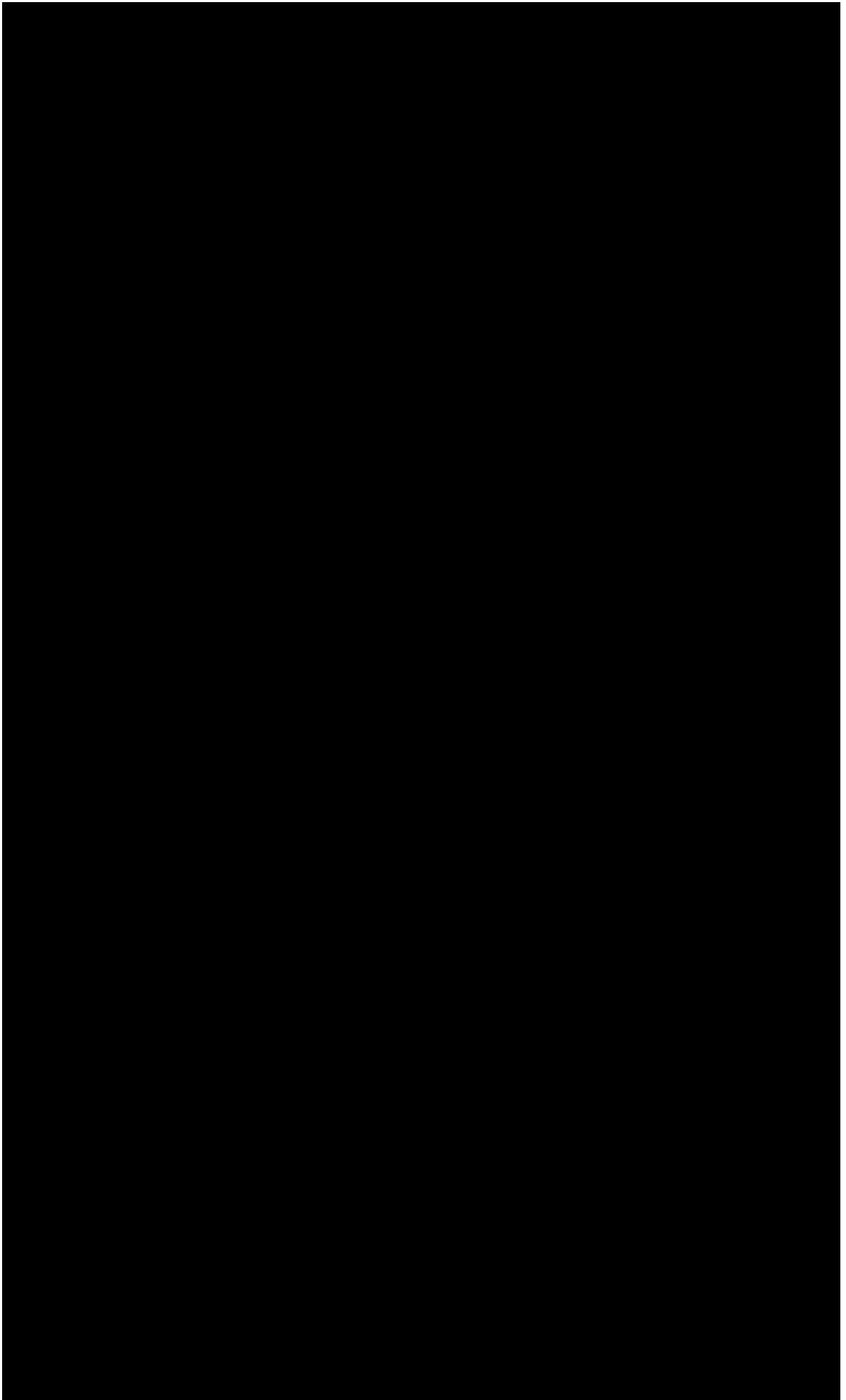


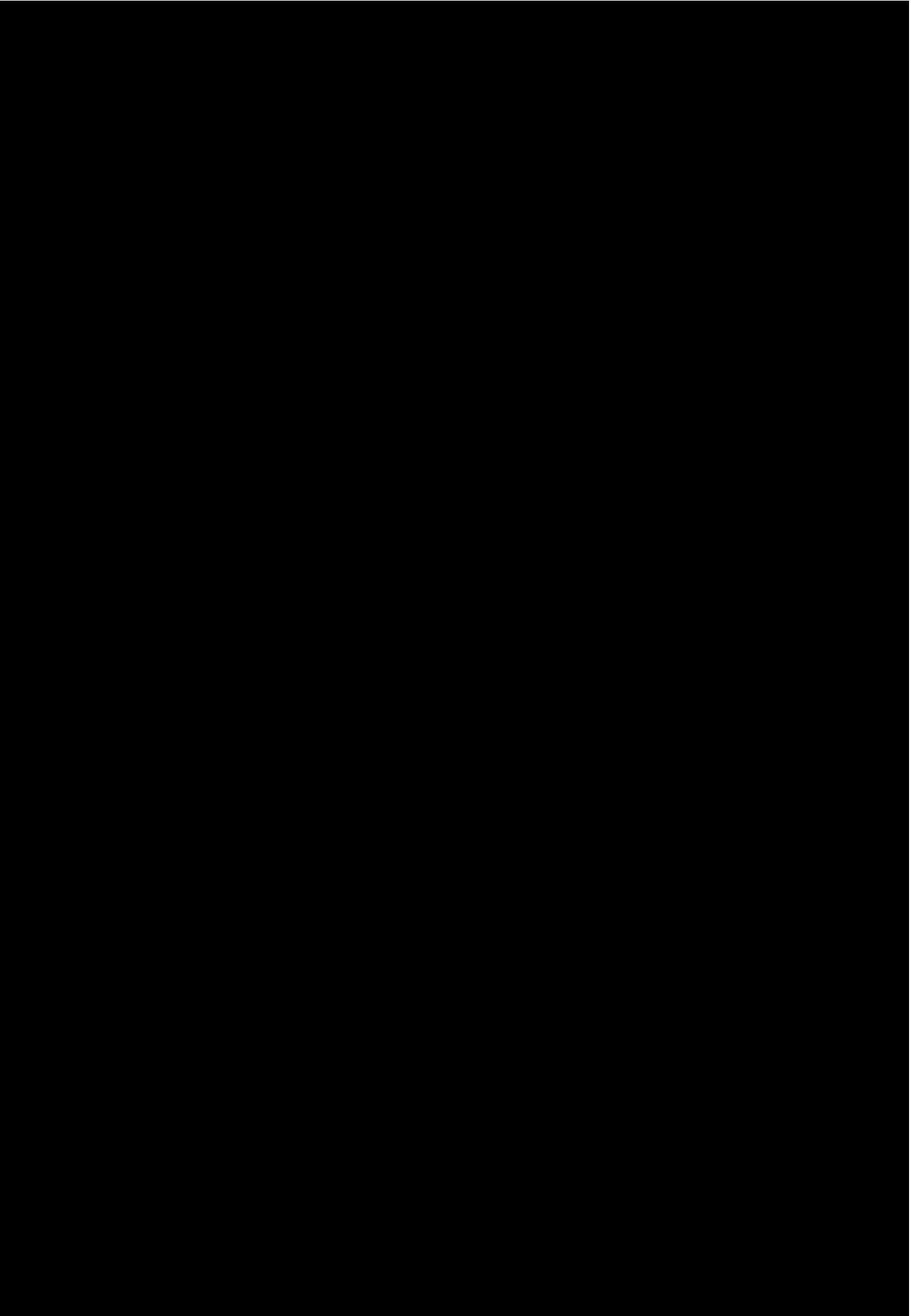


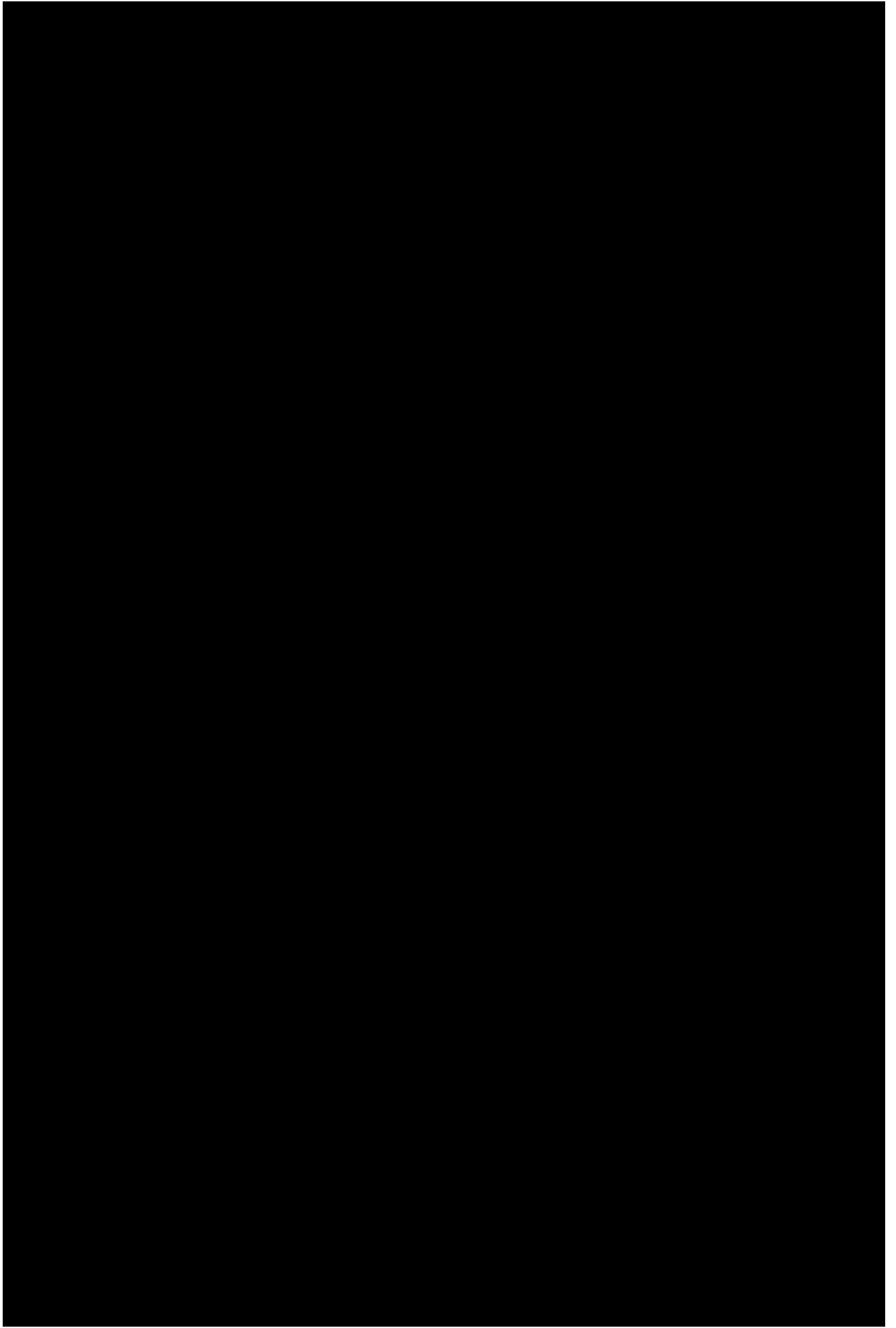




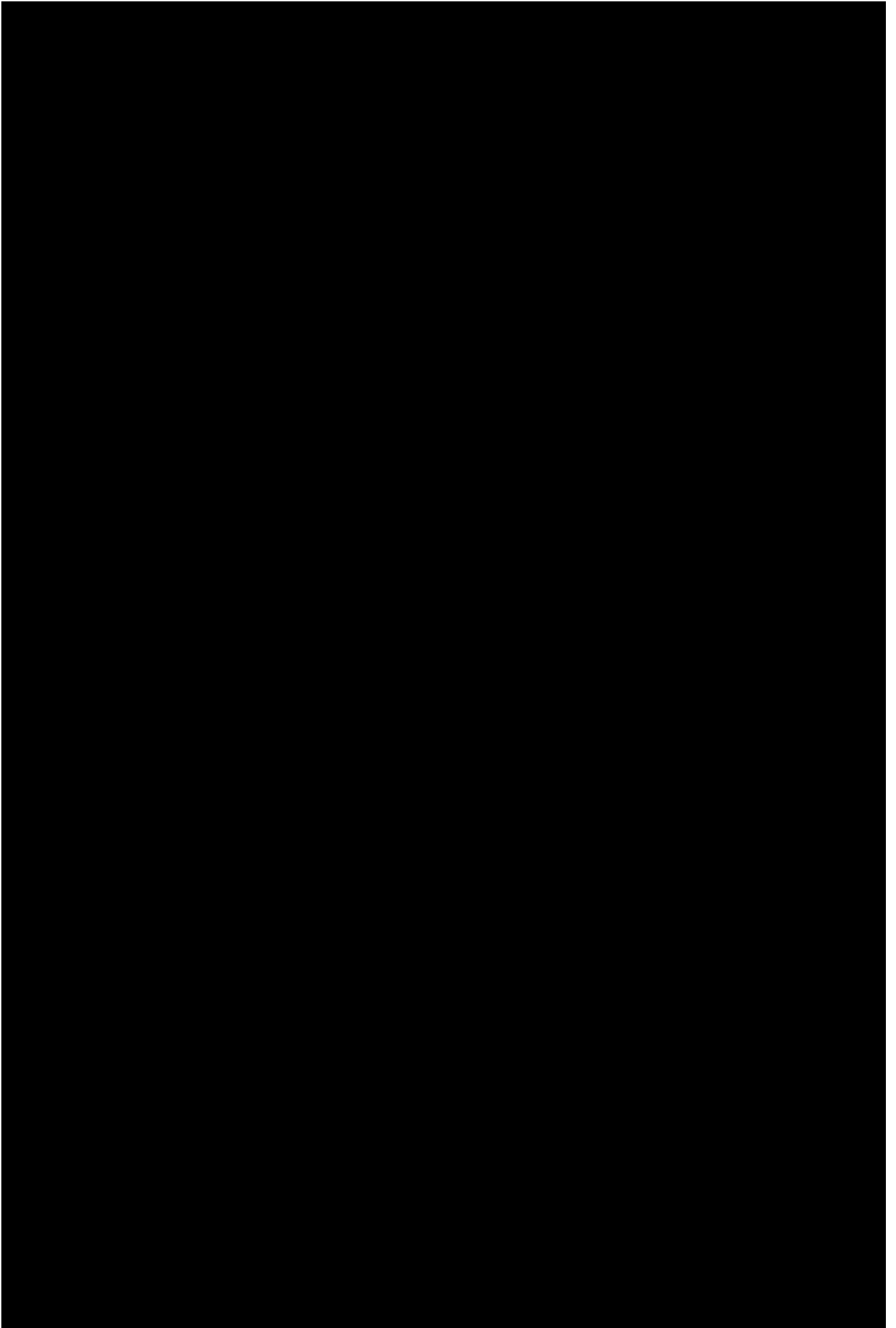


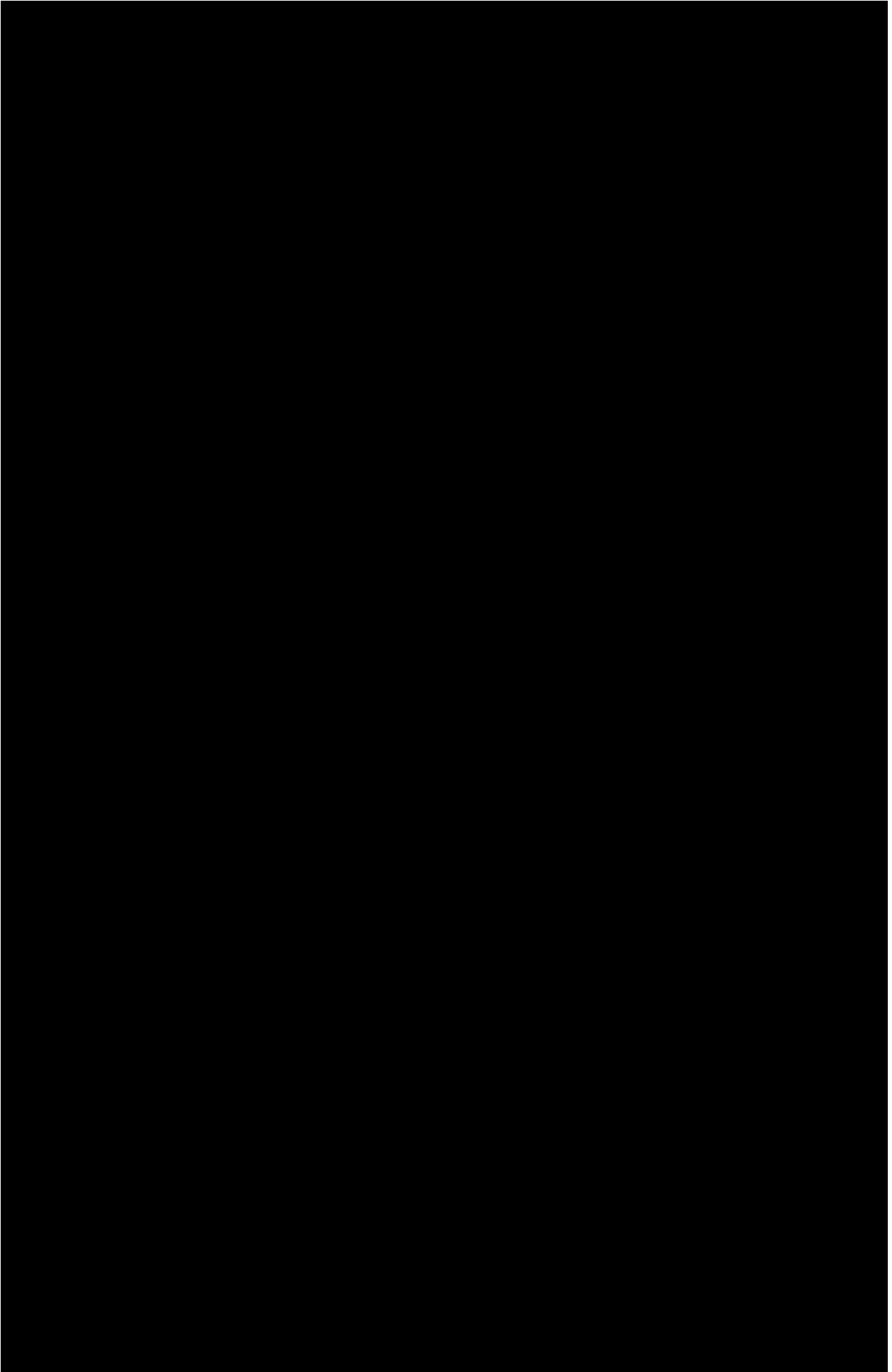


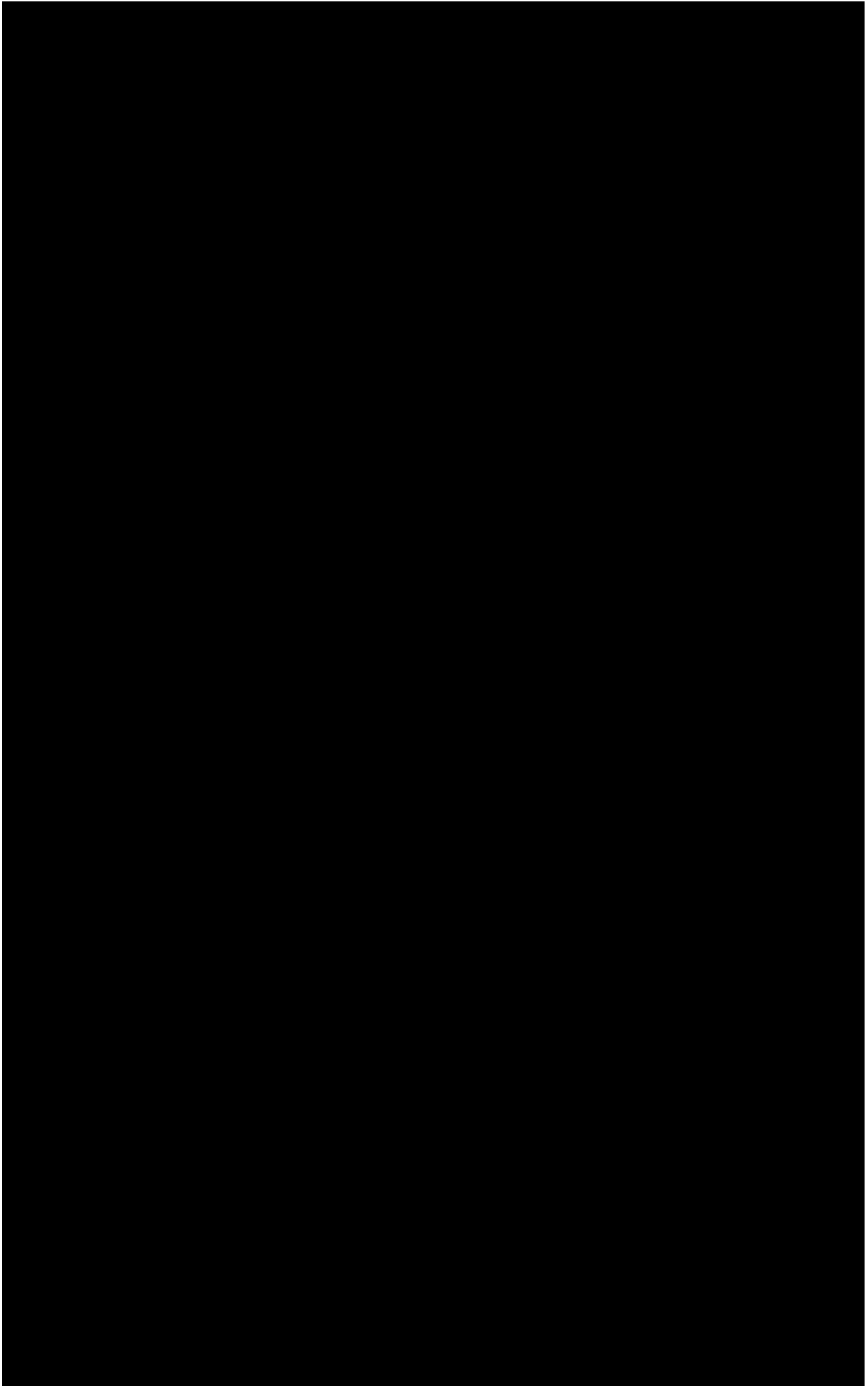


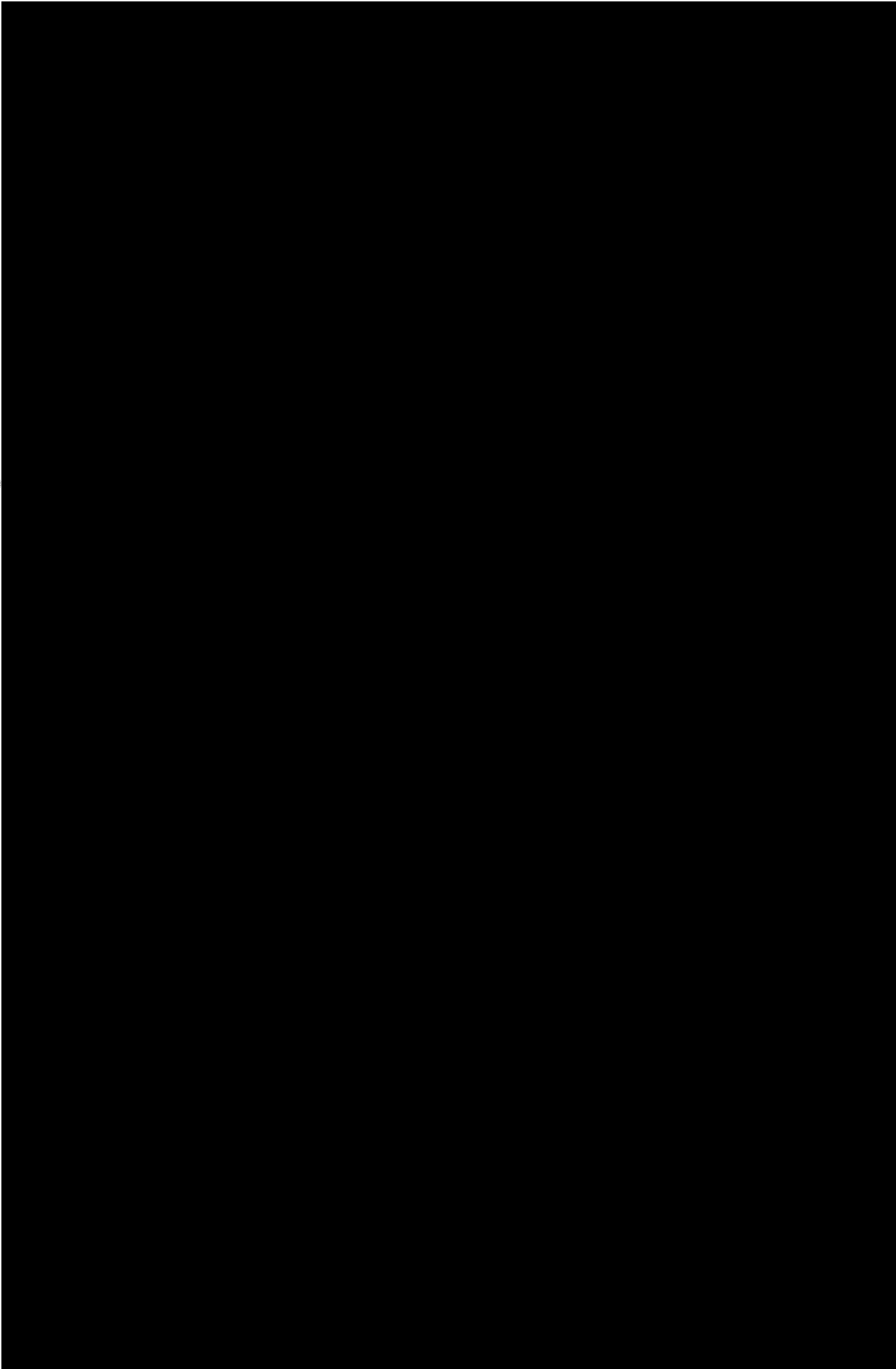


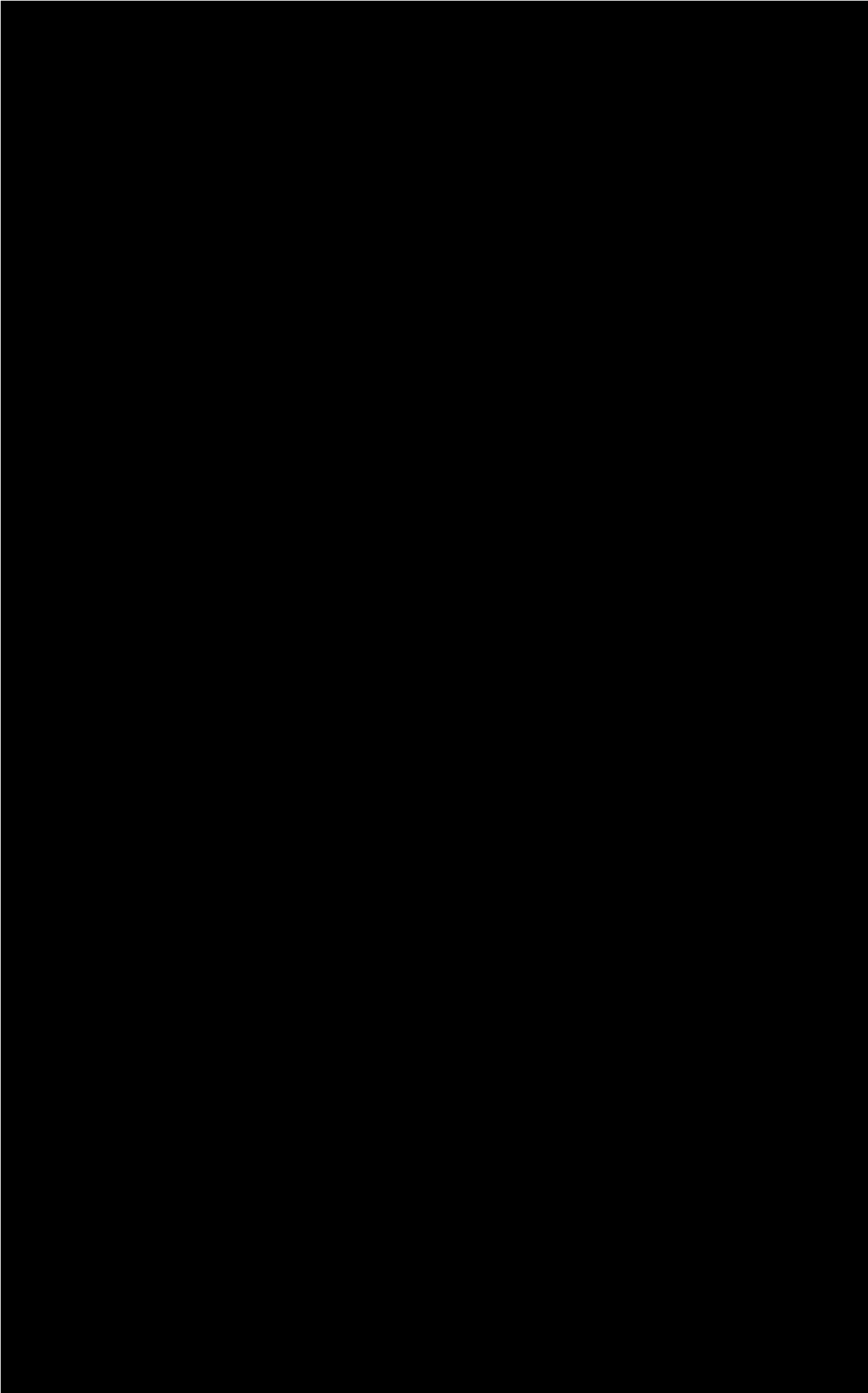


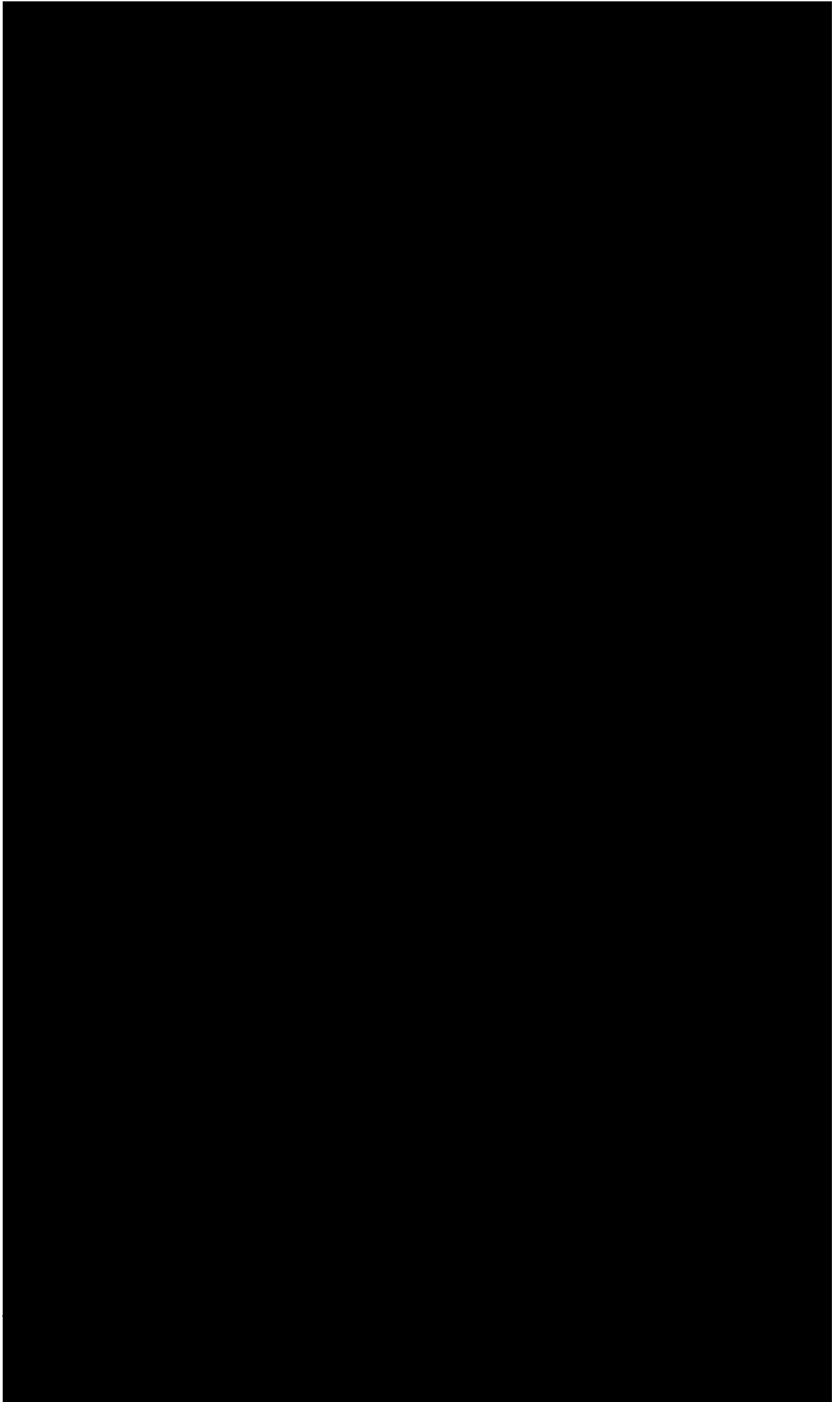


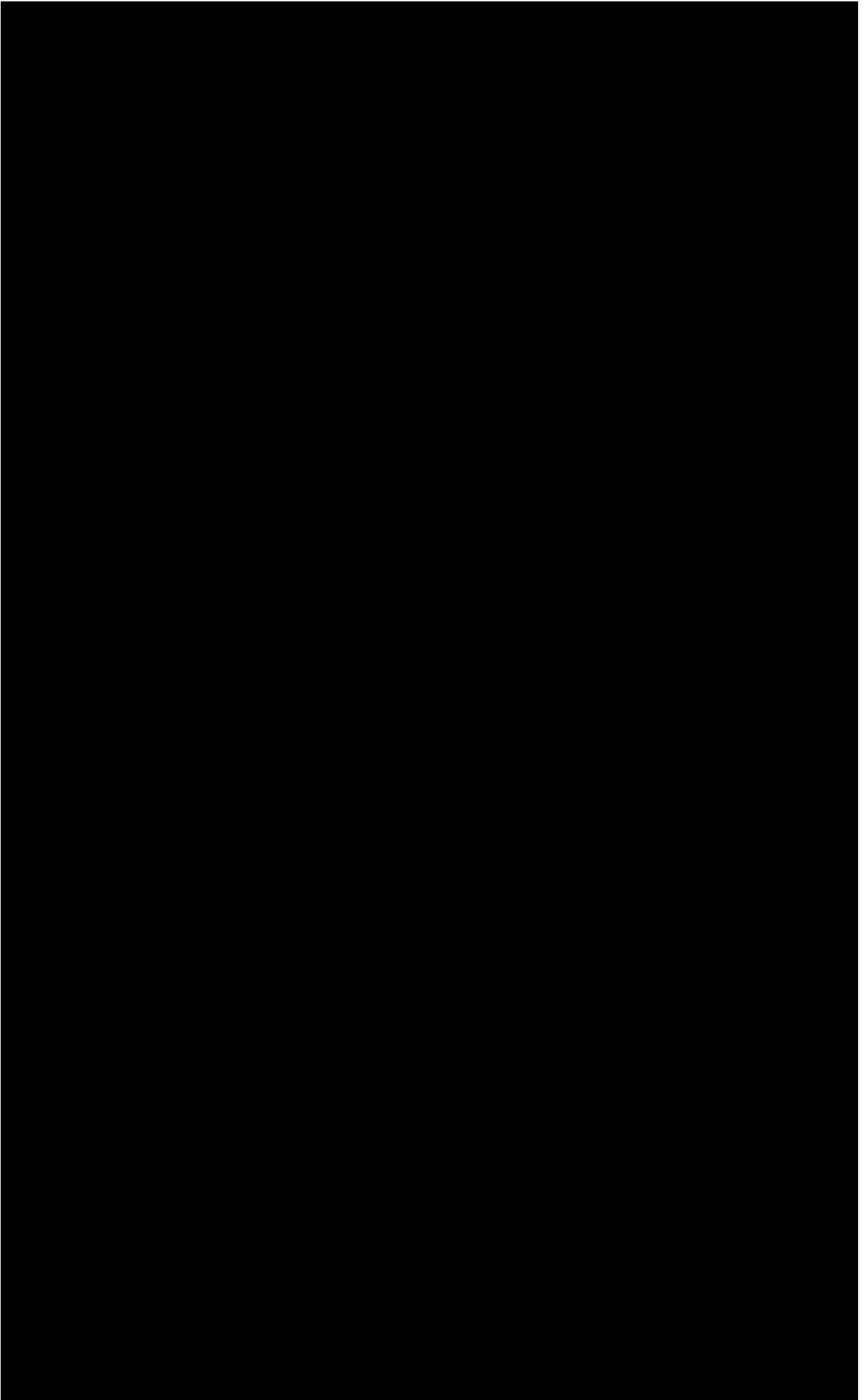


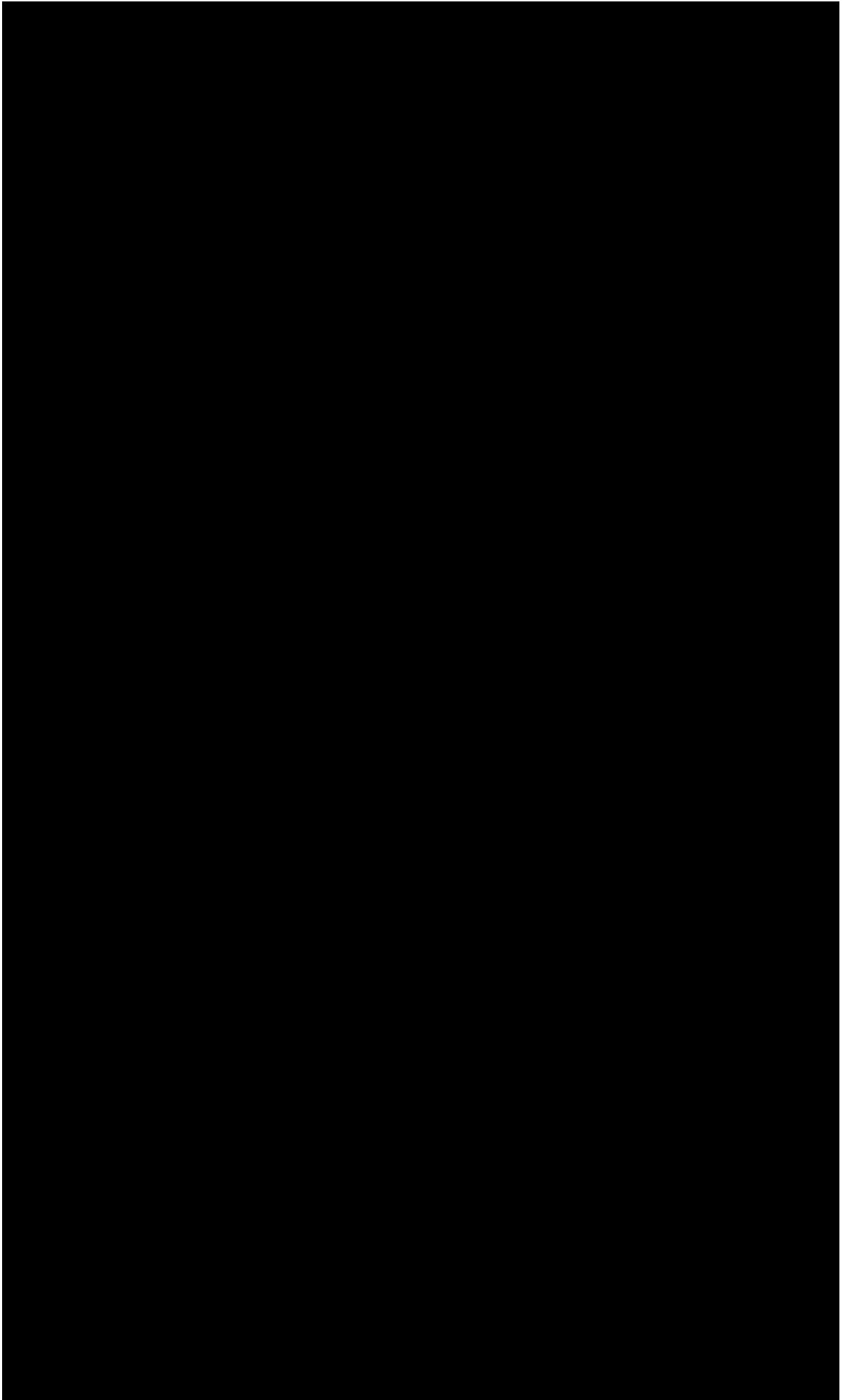


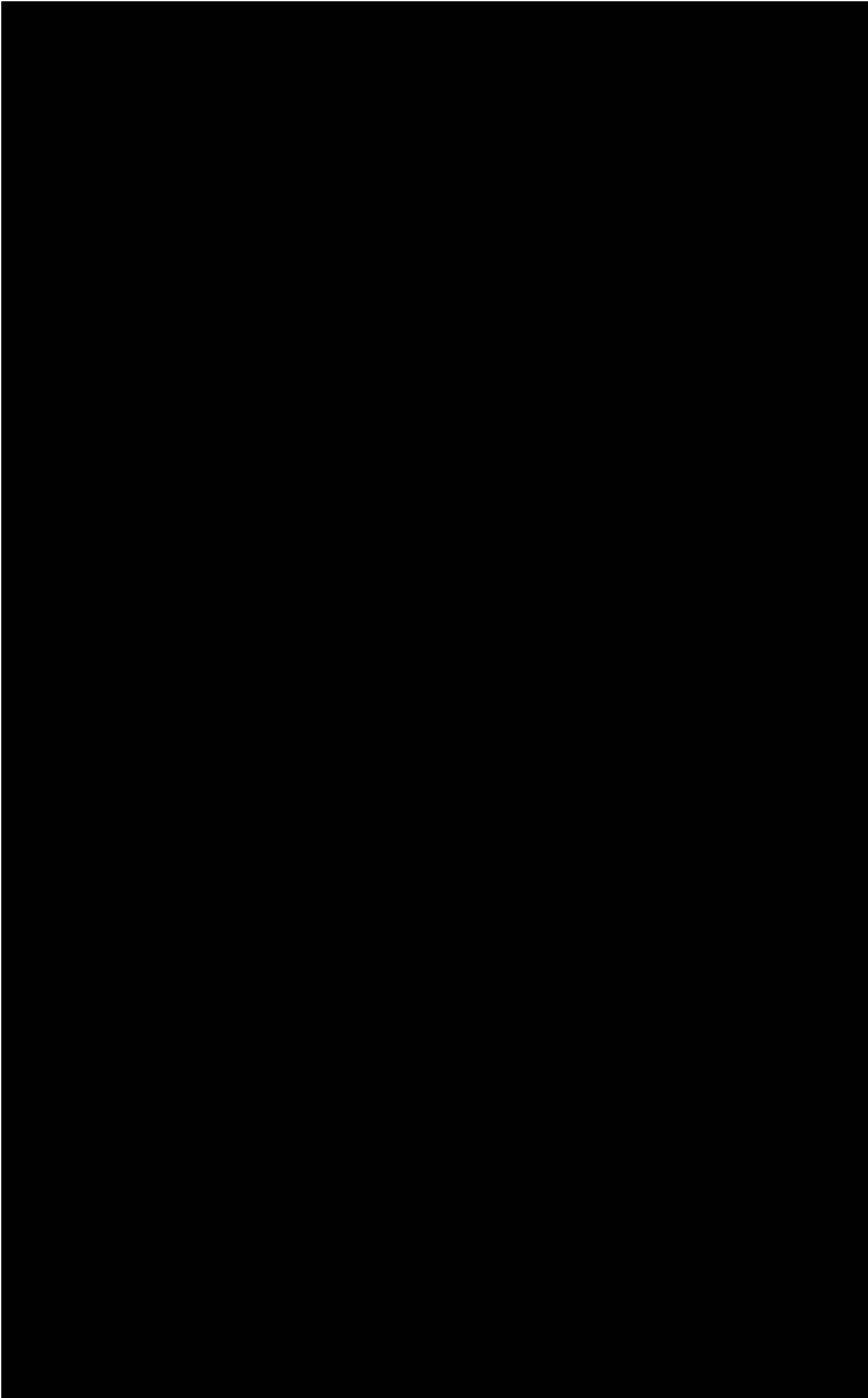








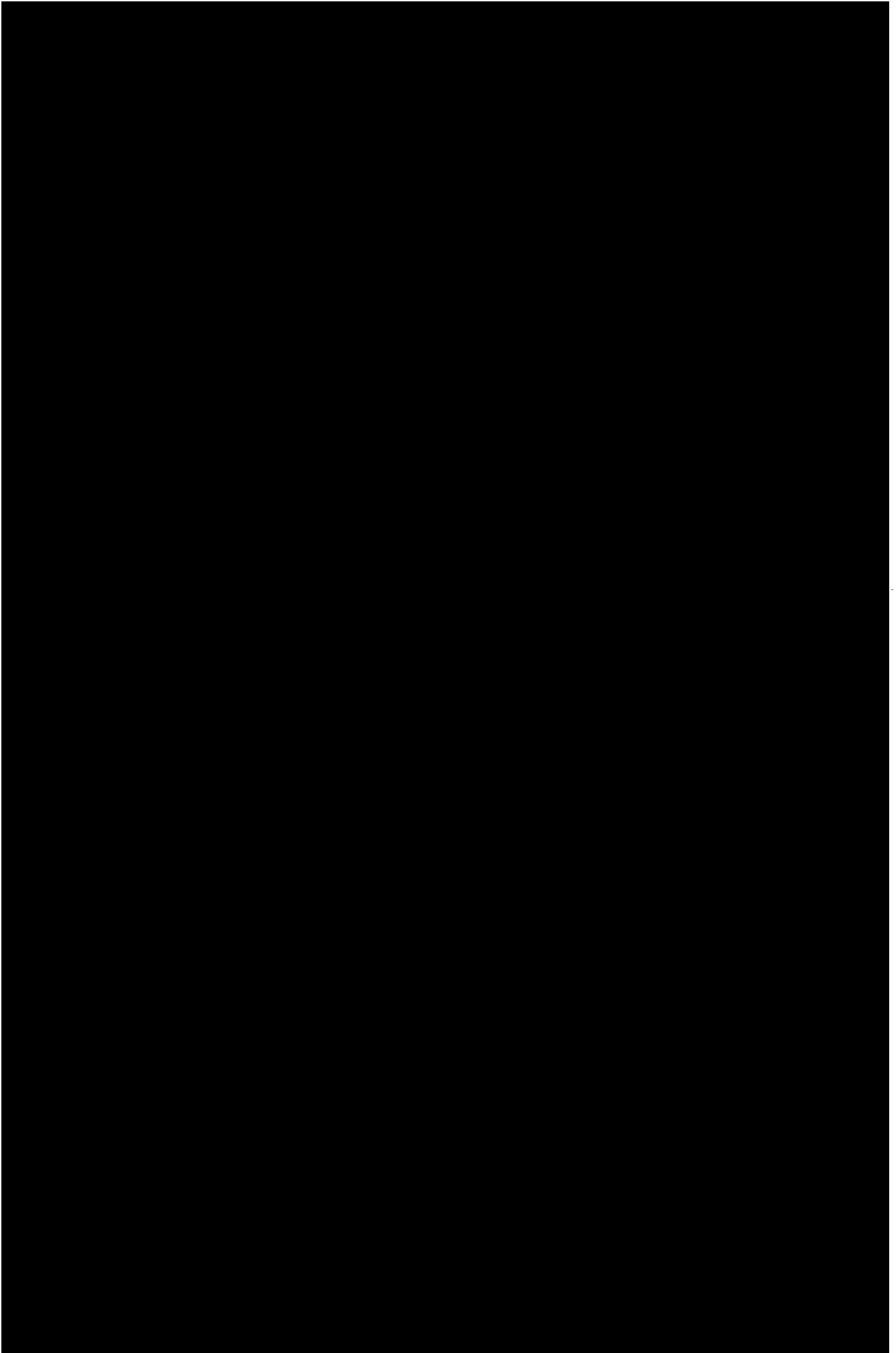






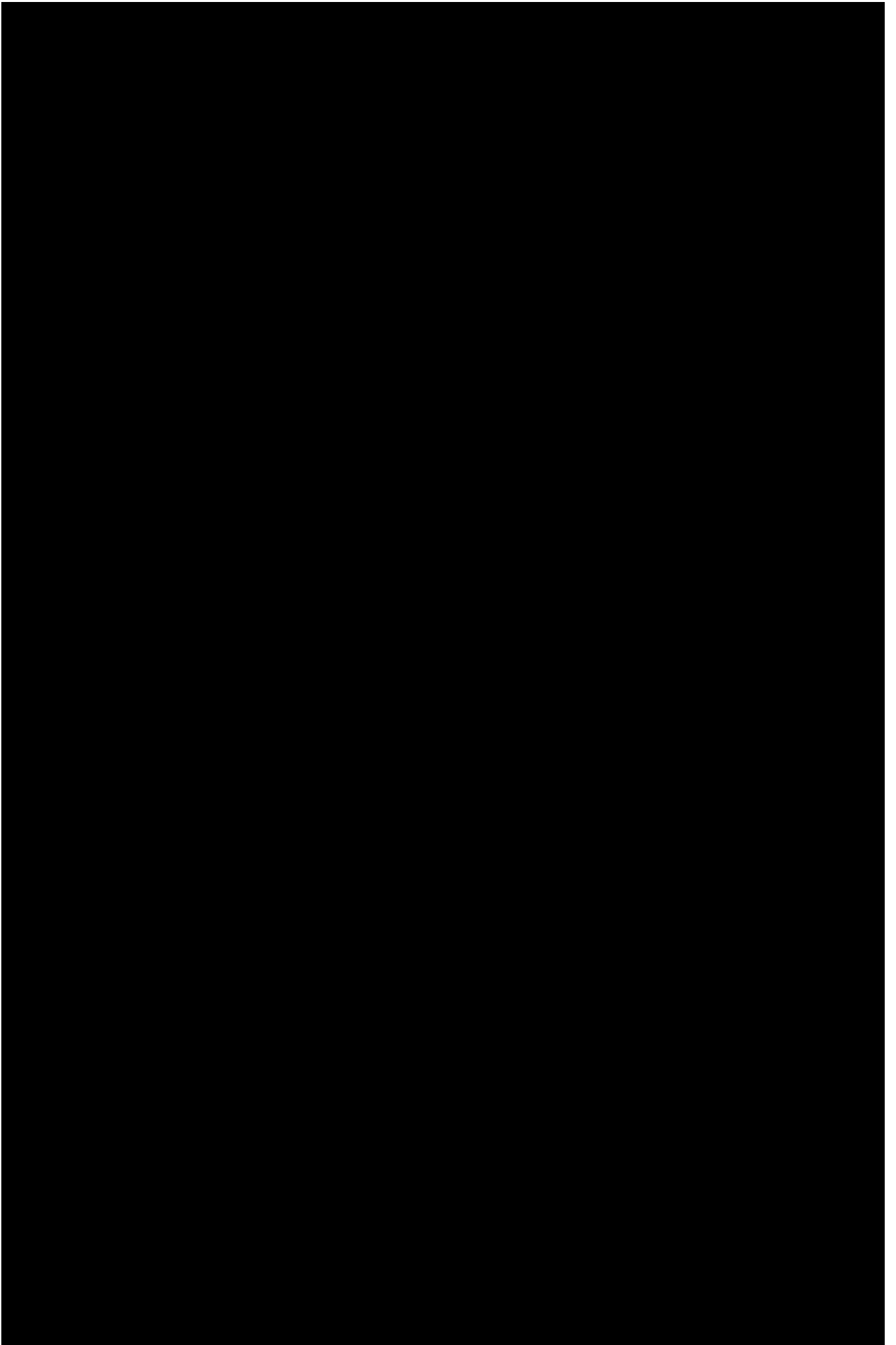


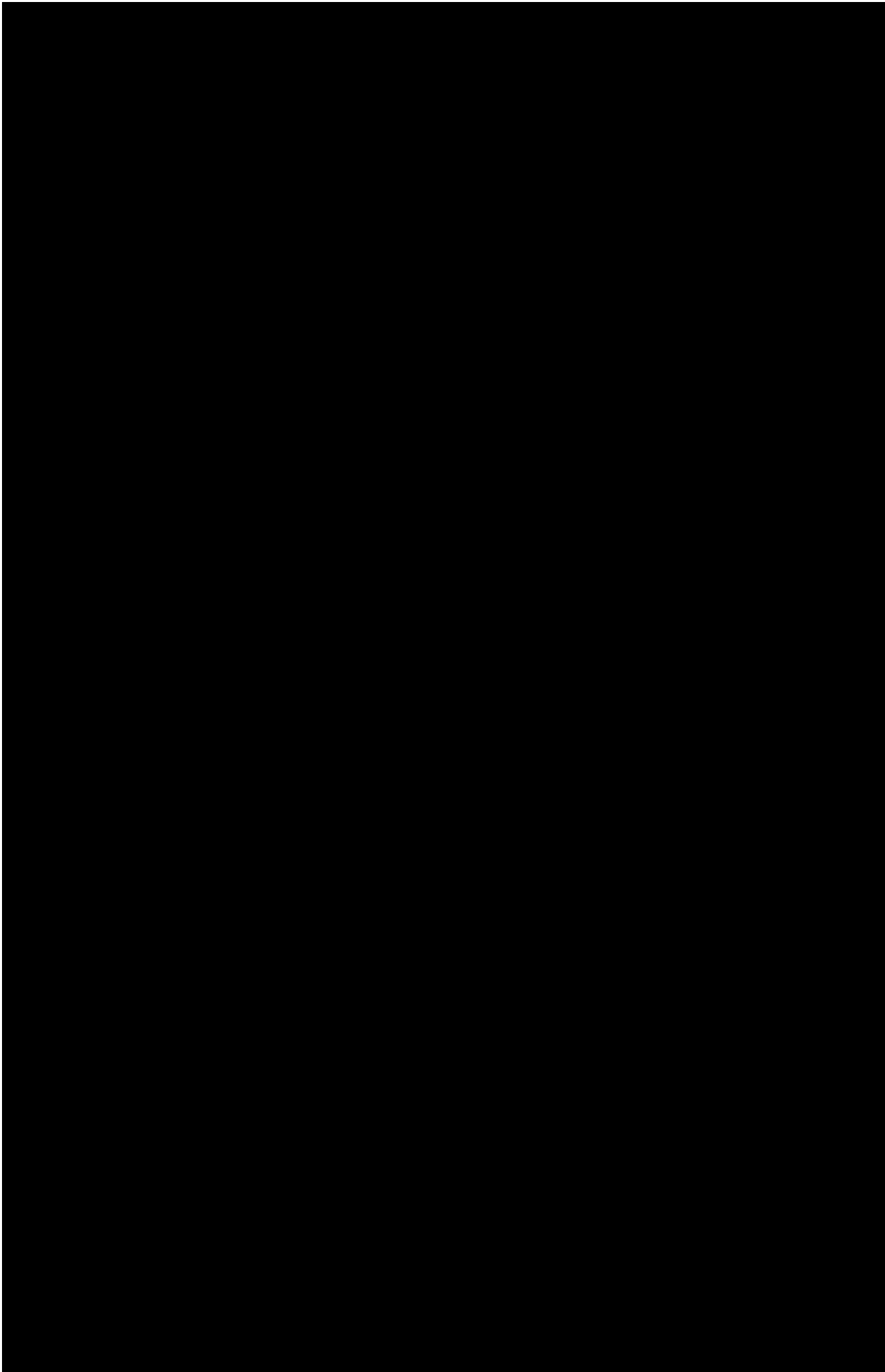


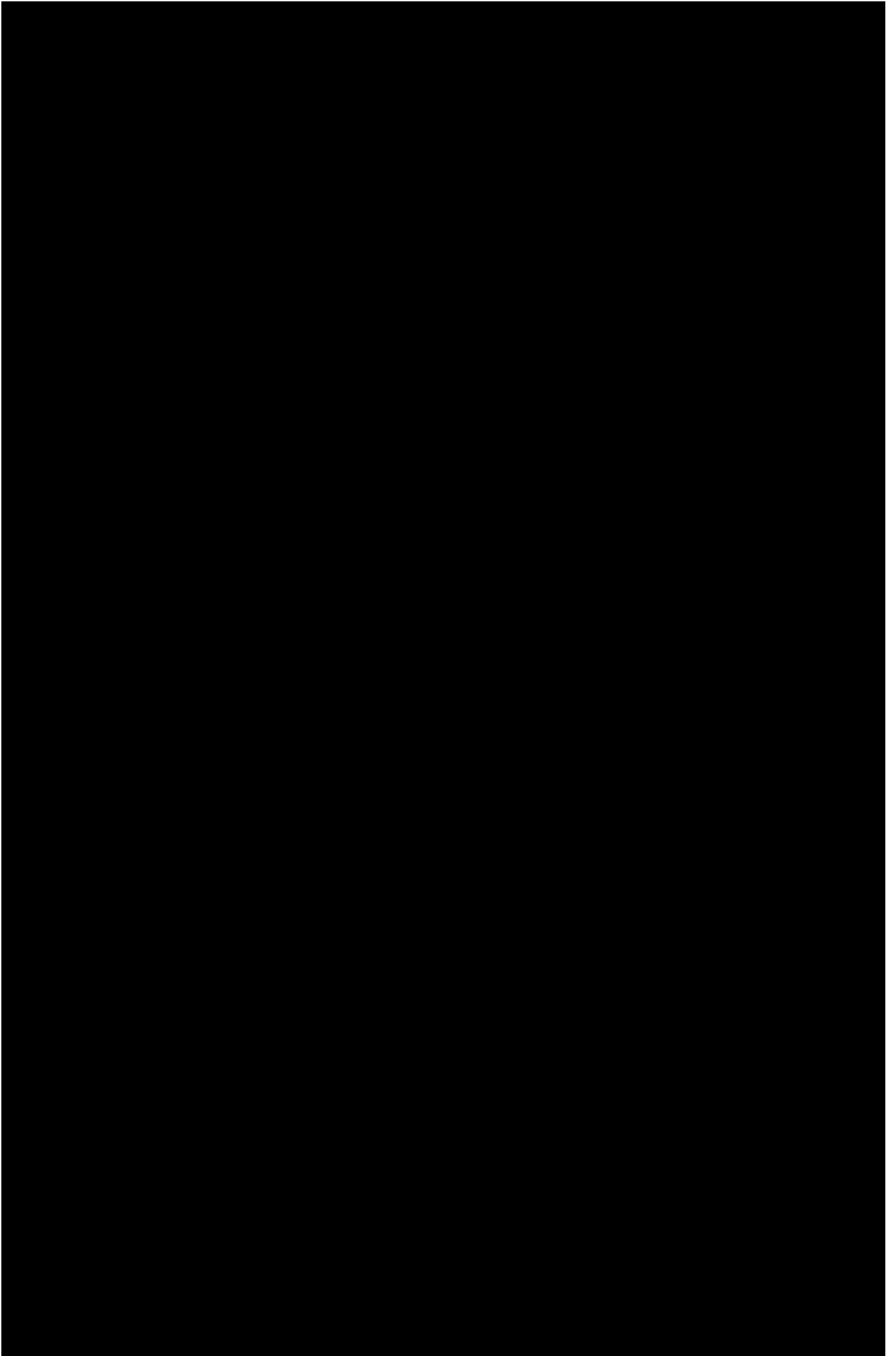


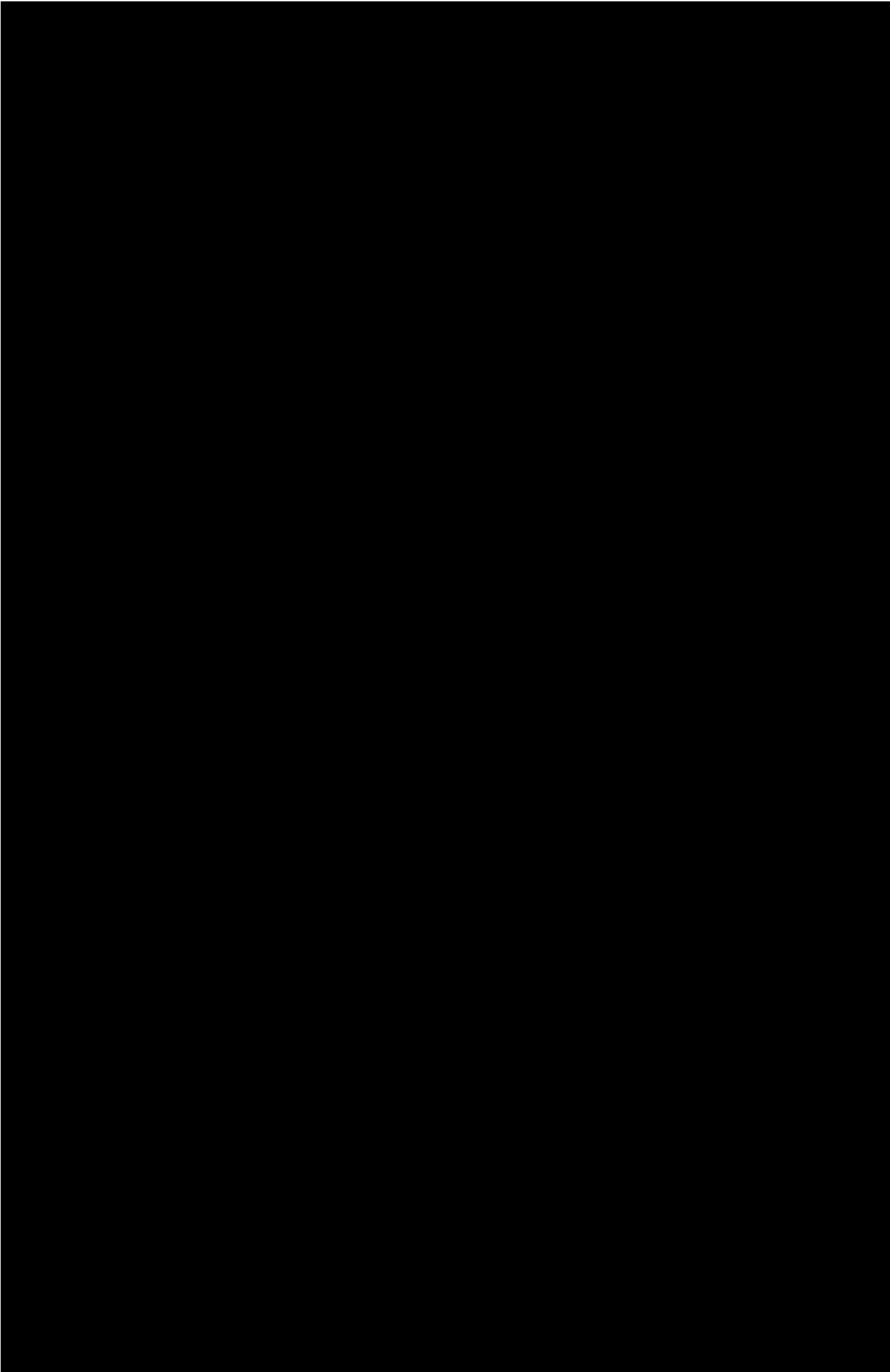


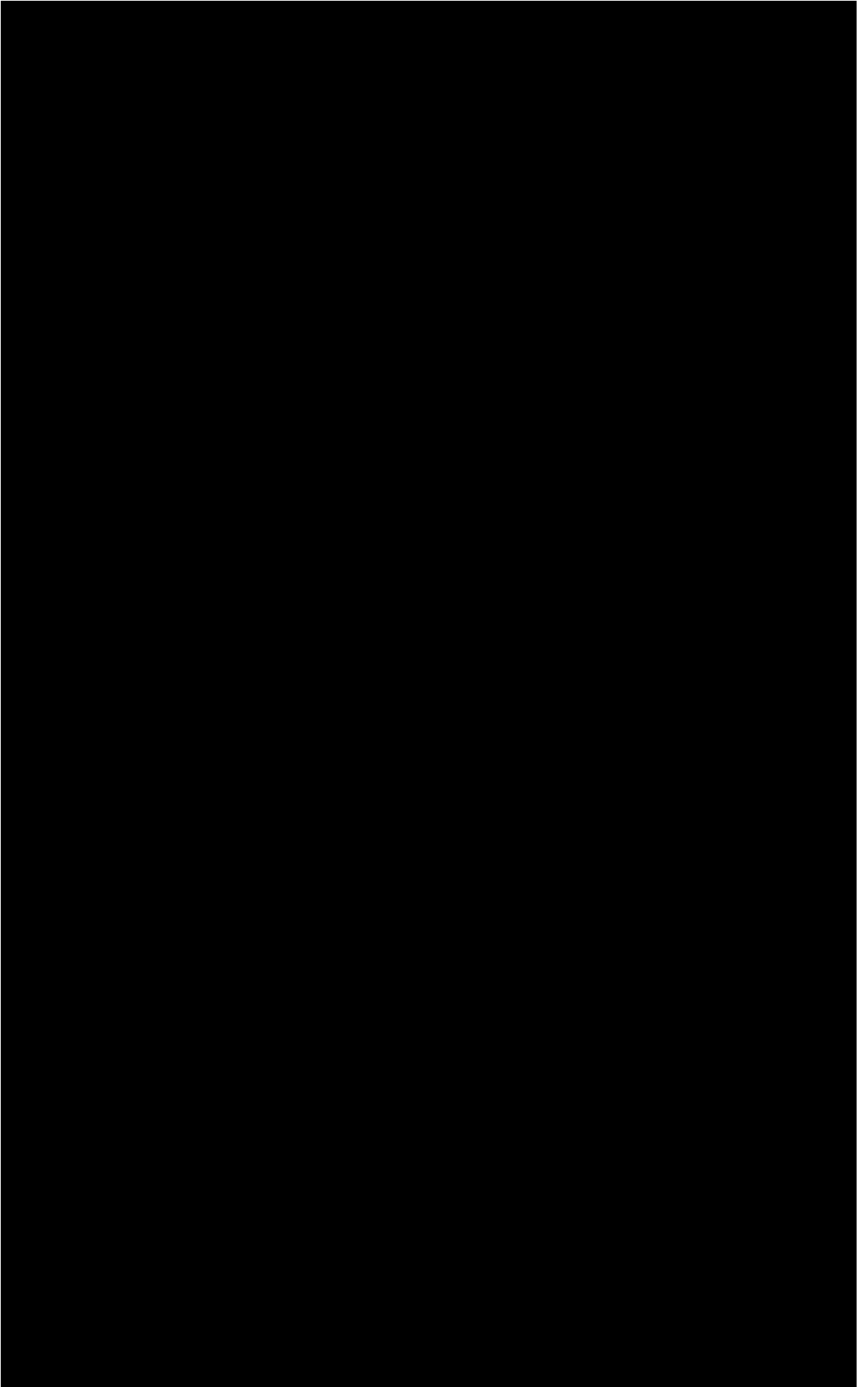


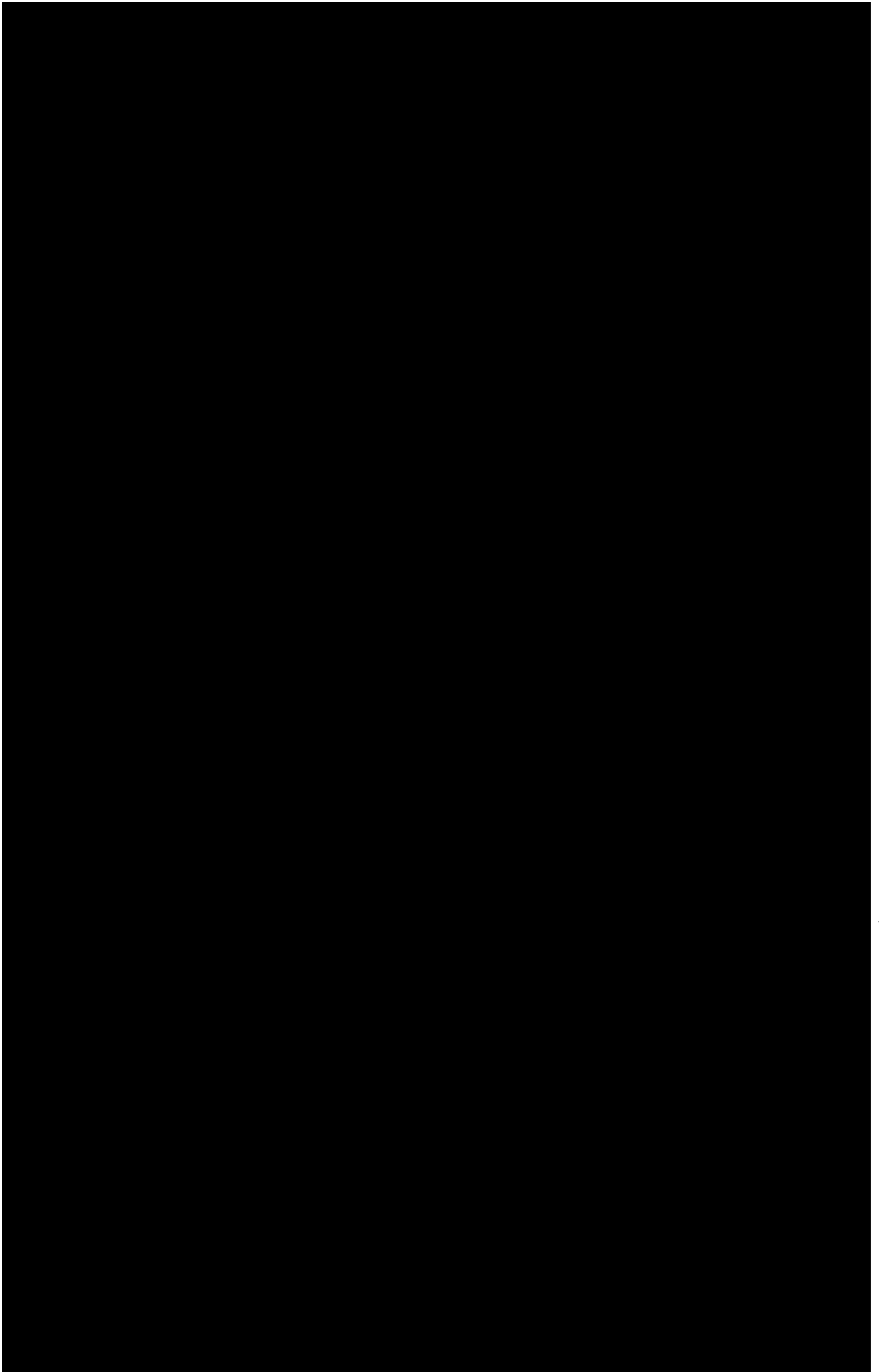


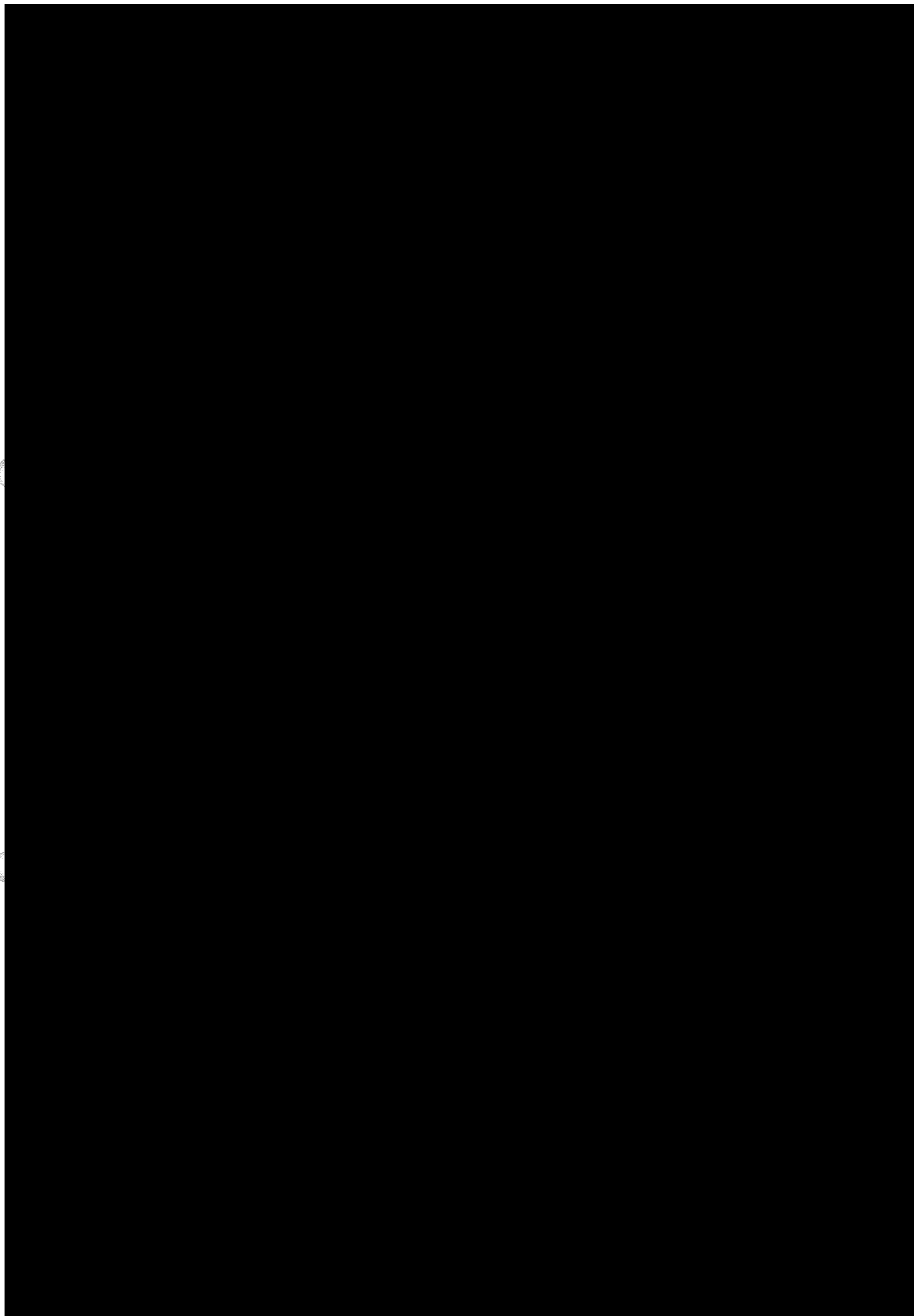


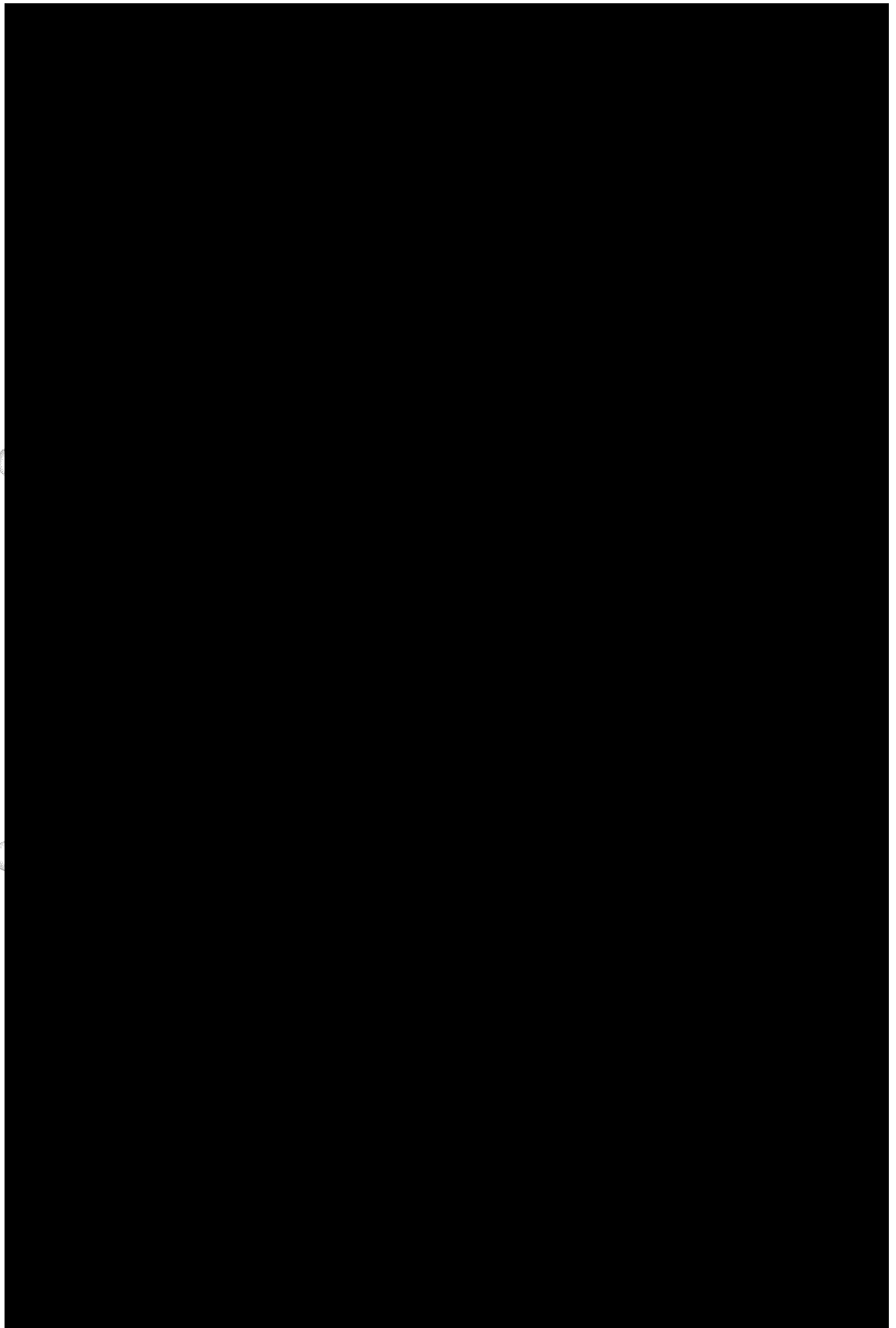




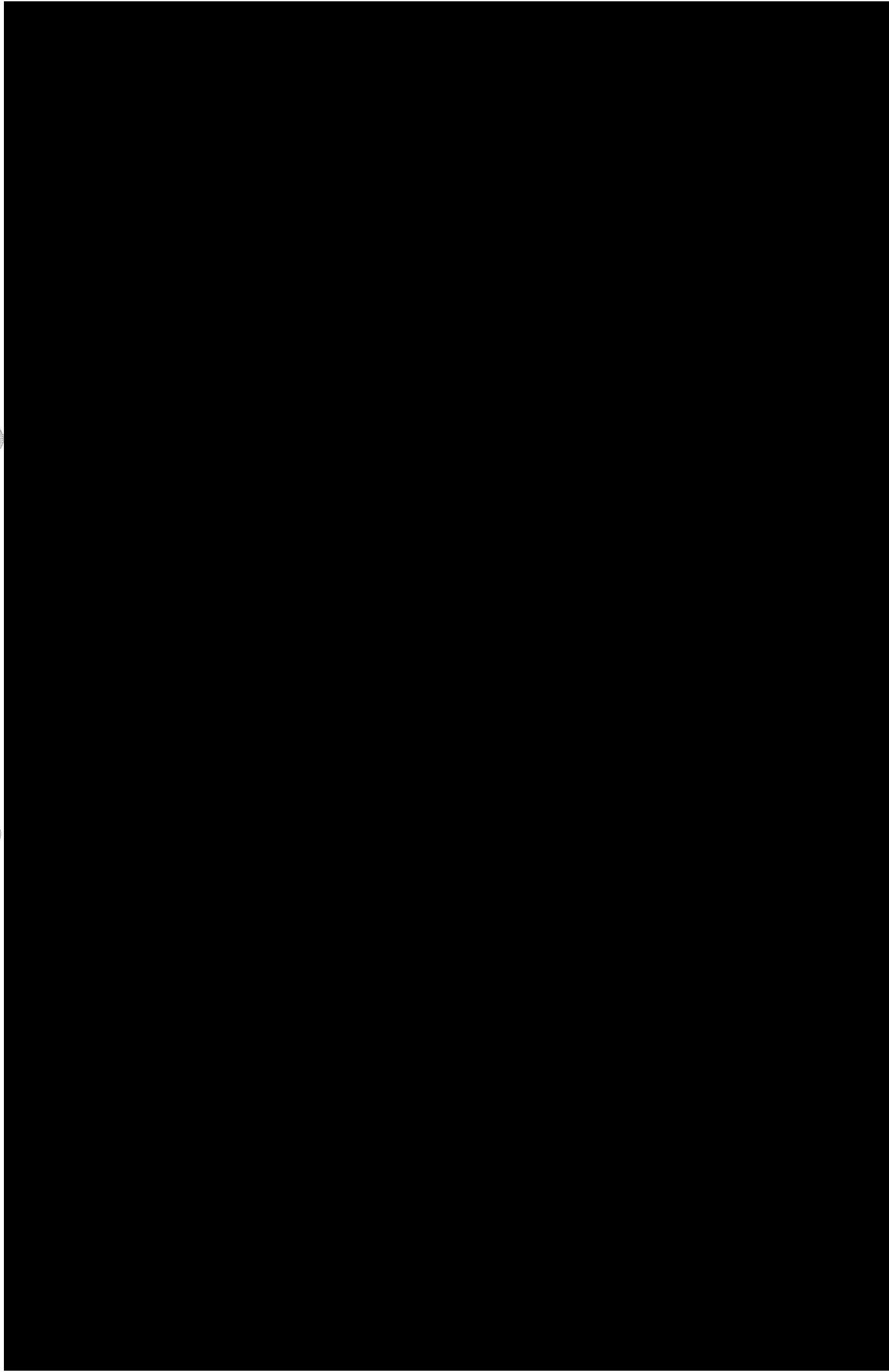


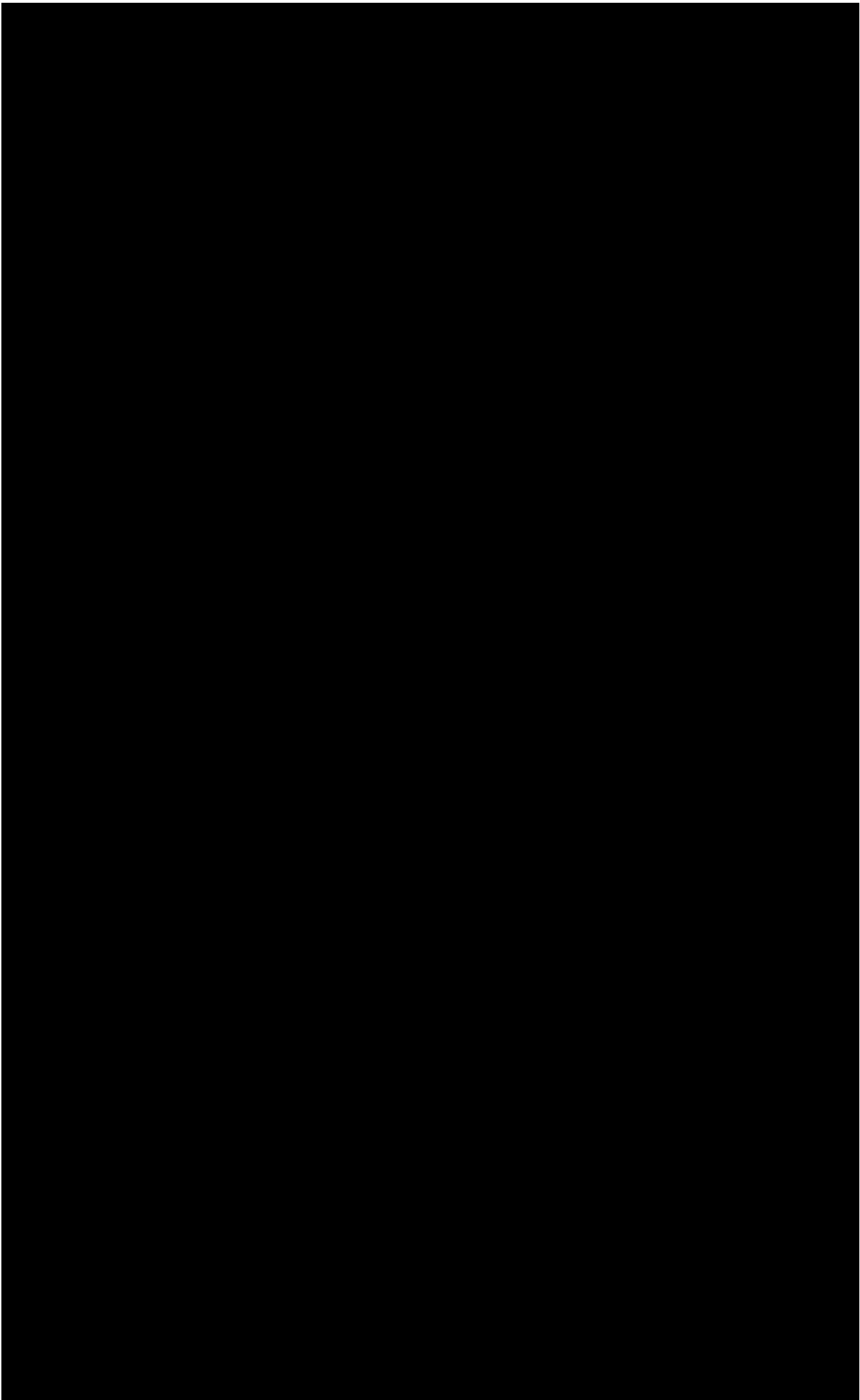


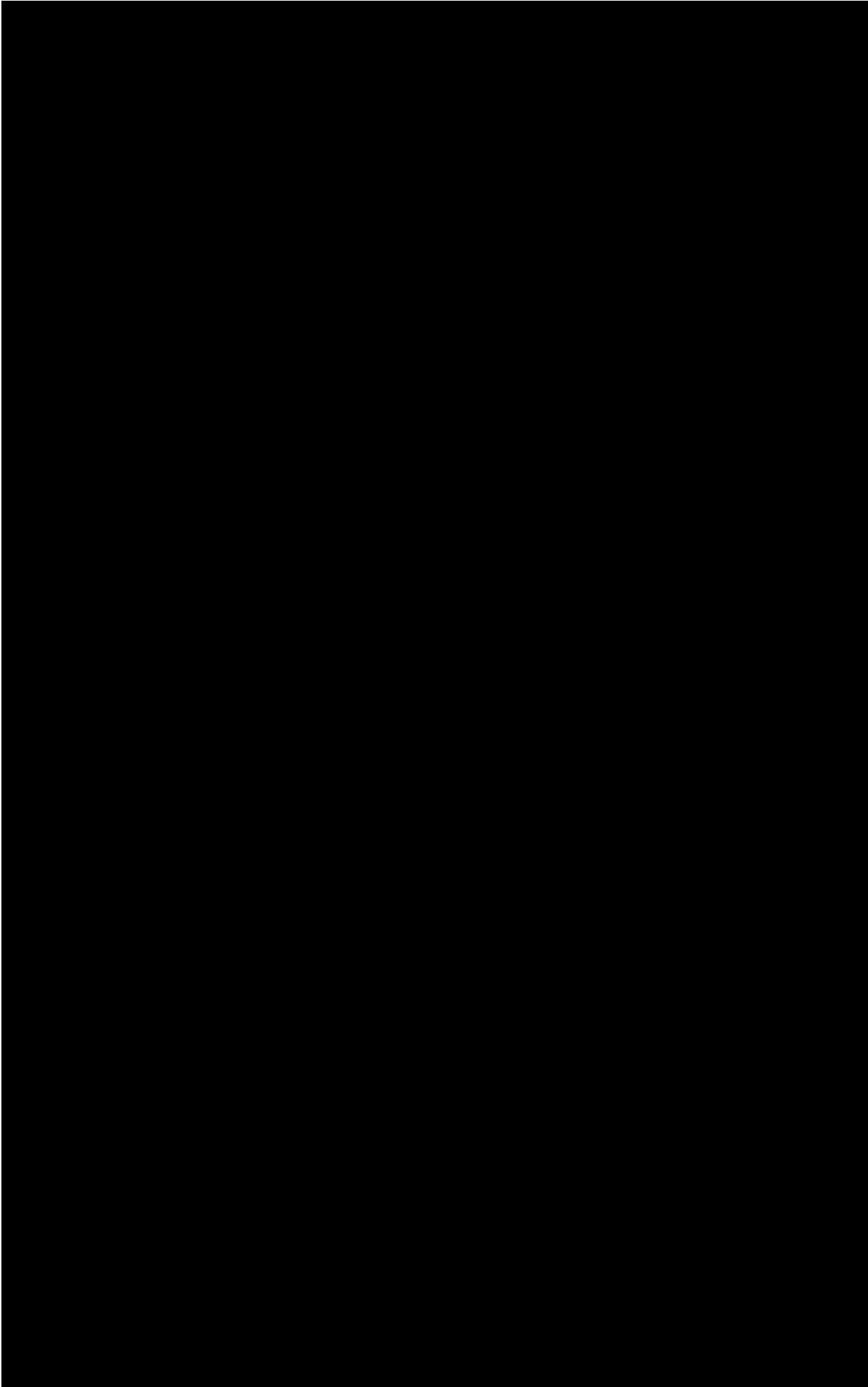


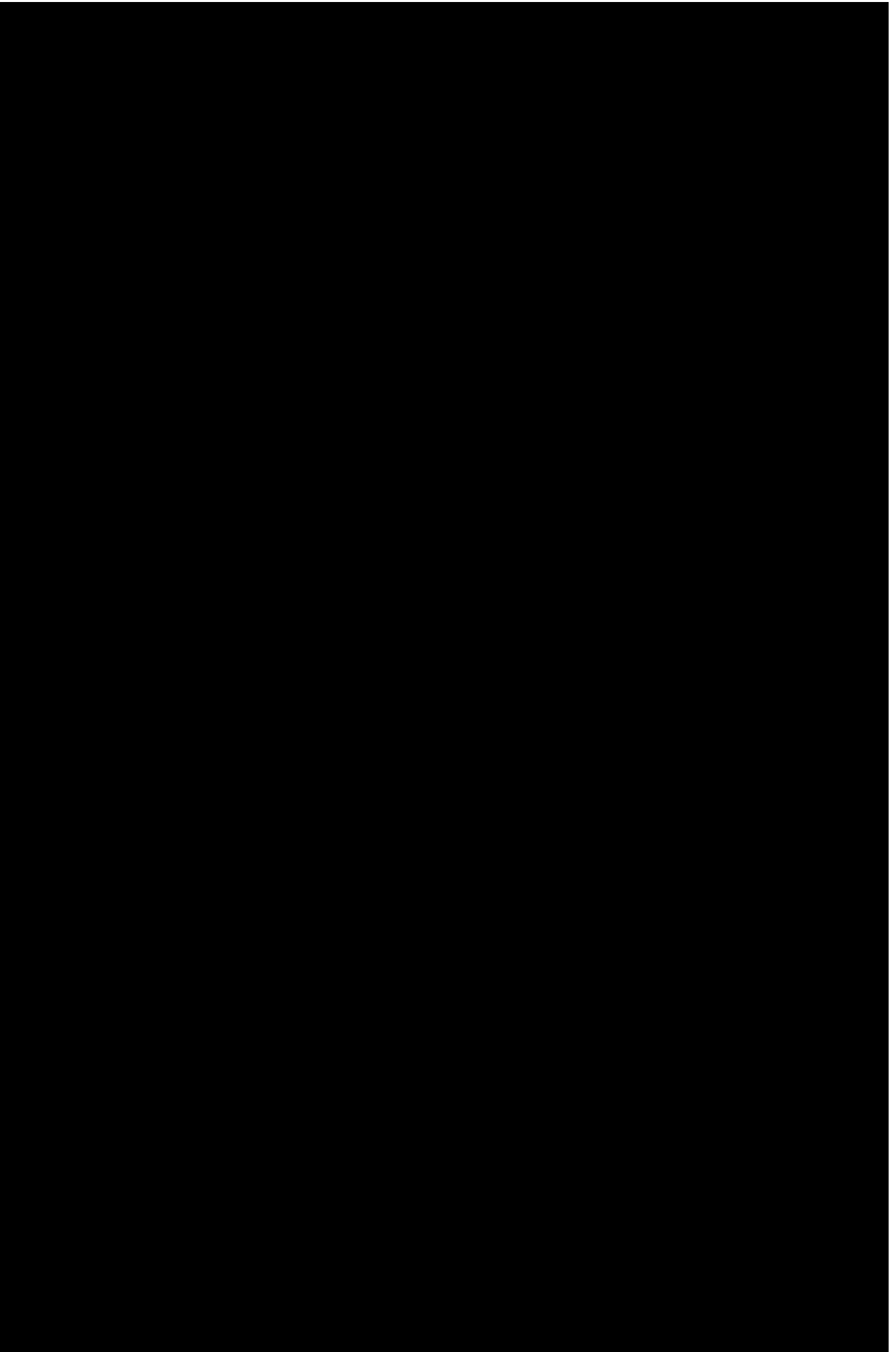


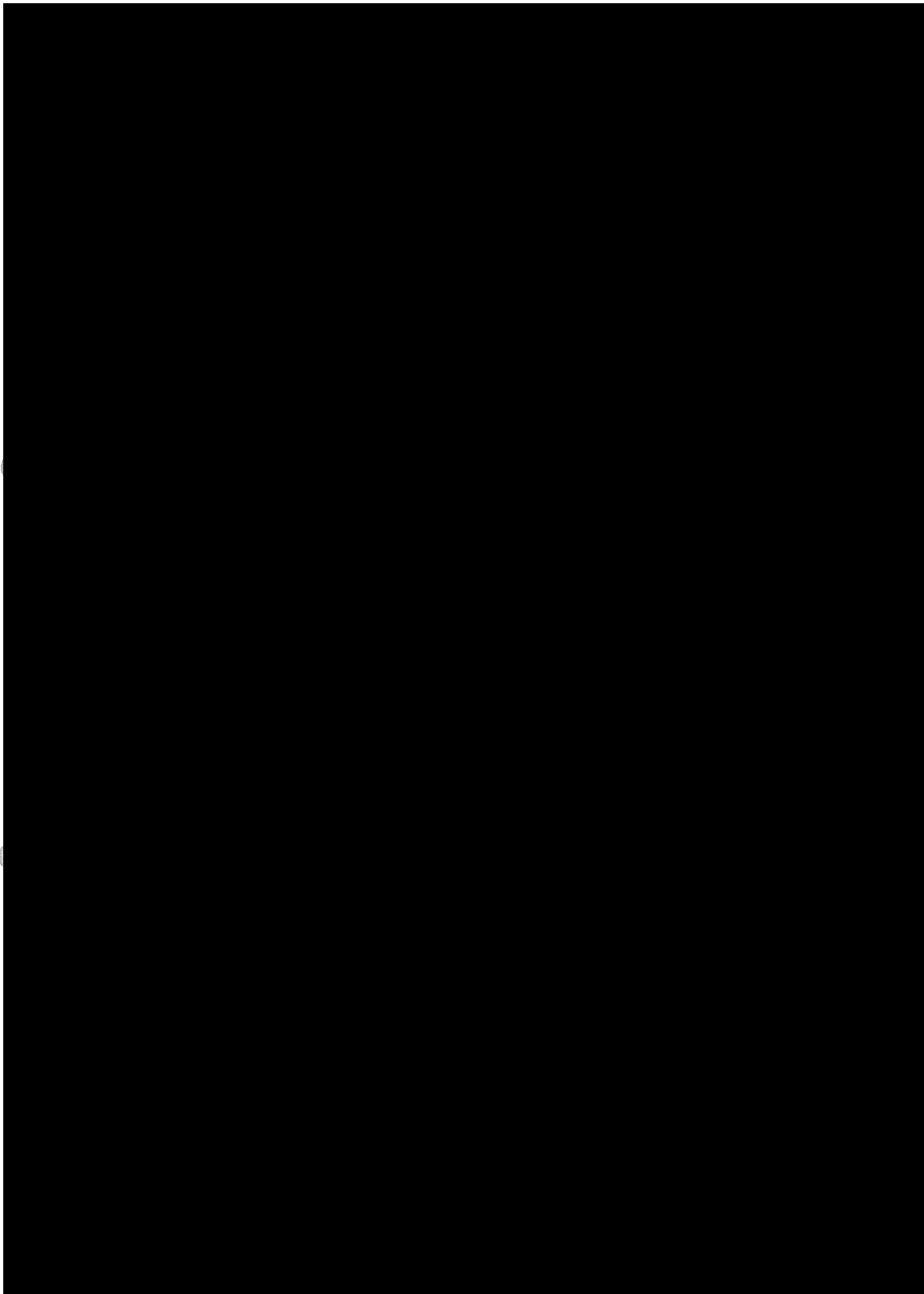












**SCHEDULE A5
Significant Subcontractors and Significant Subcontractor Work**

Significant Subcontract Work	Significant Subcontractor
Tunnelling and excavation package	Tunnelling: [REDACTED] Excavation: [REDACTED]
Form-reinforcement-pour package	Formwork: [REDACTED] Reo Supply: [REDACTED] Post Tensioning: [REDACTED] Concrete: [REDACTED]
Hydraulics and fire package	Hydraulics: [REDACTED] Fire: [REDACTED]
Environmental control system package	[REDACTED]
Low voltage electrical including lighting package	[REDACTED]
Vertical transport package	
Finishes (a) platform / adit / wall linings; (b) ceilings; and (c) floors and walls	

Significant Subcontract Work	Significant Subcontractor
Landscape package	
Test and commissioning	BMS: [REDACTED]
Secondary steelwork	
Doors	
Security	[REDACTED]
Station design	[REDACTED]

**SCHEDULE A6
Interface Management Services**

PART 1 – Interface Management Services (prior to Construction Completion of Portion 1 and Completion of Portion 2)

The Interface Management Services comprise:

- (a) provision of LV temporary construction power for all construction activities by Macquarie and Rail Contractors, excluding for Rail Contractor systems testing and commissioning, until energisation of the HV system (by Rail Contractors) and energisation of the LV power supply and distribution system of the Project Works;
- (b) testing and energisation of the LV power supply and distribution system of the Project Works on permanent power, following energisation of the permanent HV system by Rail Contractors;
- (c) provision of temporary air conditioning in equipment rooms as required in accordance with the degrees of completion and temporary ventilation system for the Martin Place Metro Station until the environmental control system of the Project Works is set to operation on permanent power, subject to third party provision of temporary power;
- (d) secure and control access to individual equipment rooms by either Macquarie or Rail Contractors, including through management of a permit system for access;
- (e) System Integration and Acceptance Testing (in accordance with the SWTC and as that term is defined in Appendix 1 to the SWTC) of the Project Works under permanent power;
- (f) attendance at all joint System Integration and Acceptance Testing and Site Acceptance Testing (in accordance with the SWTC and as those terms are defined in Appendix 1 to the SWTC) undertaken with Rail Contractors under temporary power;
- (g) attendance at all joint System Integration and Acceptance Testing, Site Acceptance Testing and initial performance tests (in accordance with the SWTC and as those terms are defined in Appendix 1 to the SWTC) undertaken with Rail Contractors under permanent power, including for all functional tests to meet statutory requirements such as for fire protection and smoke extraction, air conditioning, and track side ventilation;
- (h) attendance at tests and drills by Rail Contractors to demonstrate operational readiness;
- (i) liaising with Authorities to undertake all statutory inspections and obtain all necessary Approvals required for Macquarie's Activities for the Project Works;
- (j) carrying out the functions and tasks relating to the role of principal contractor in respect of Macquarie's Activities and works by Rail Contractors on the Principal Construction Site, including undertaking the tasks to obtain access to areas within Martin Place ESR Station under the procedure SM PS-PW-318 Principal Contractor Process for Construction Works Within Sydney Trains' Railway Stations;
- (k) coordinating and managing of access to the Principal Construction Site for Rail Contractors and the Operator;
- (l) ensuring that the Principal Construction Site is run in a clean, proper and efficient manner, including:

- (i) having due regard to the occupation of premises adjacent to or near to the Principal Construction Site; and
- (ii) so as to ensure that the working areas are kept clean during the progress of Macquarie's activities, and that debris/waste is removed from the Principal Construction Site as it arises and at completion of the Interface Management Services;
- (m) security (including security personnel) and access control, including to restrict the public's access to the entrance to the Principal Construction Site, including:
 - (i) installation of construction fencing and access gates;
 - (ii) establishing protocols with Sydney Trains for maintaining security and access as required for the Eastern Suburbs railway line interface; and
 - (iii) establishing protocols for ensuring access to the Principal Construction Site by emergency services and authorised Rail Contractors;
- (n) traffic management within the Principal Construction Site (including vehicle and pedestrian movements in/out of the Principal Construction Site);
- (o) maintaining the Principal Construction Site survey control, including provision of all surveying staff and equipment;
- (p) attending, preparing and presenting information, and chairing formal and informal briefings and meetings including keeping and distributing minutes of the meetings as required;
- (q) provision of site inductions to personnel of DevCo, Macquarie, the Principal's Representative, Rail Contractors, and attendance by Macquarie's personnel at Sydney Trains and Rail Contractors inductions as required;
- (r) provision, connection and maintenance of site offices, meeting rooms and other accommodation (including any necessary equipment, photocopiers, furniture, lighting, heating and the like) for use by the personnel of DevCo, Macquarie and the Principal's Representative, including connection to services and associated ongoing running costs such as power phone, data and water as detailed in SWTC Appendix 07;
- (s) providing, toilets, lunch rooms, crib rooms, water bubblers, and washing facilities for use by the personnel of the Principal and the Independent Certifier as detailed in section 6.5.11(d) of the SWTC and for use by the personnel of DevCo, Macquarie, and the Builder's Independent Certifier (as defined in the D&C Contract) and provision of site amenities, toilets, lunch rooms, crib rooms, water bubblers, and washing facilities for use by Rail Contractors (up to a maximum of 10 people in total at any one time) is to be collaboratively negotiated in good faith between the parties using best endeavours to achieve resolution;
- (t) providing suitable information technology, as detailed in SWTC Appendix 07;
- (u) providing first aid facilities for use by the personnel of Macquarie, DevCo, the Principal's Representative, Rail Contractors and the Operator;
- (v) security, maintenance and cleaning of all site amenities;
- (w) temporary screens, temporary fencing, hoardings, guard rails, barriers, gantries and the like together with any warning notices, night lighting and the like, in respect of the fixed site compounds; and

- (x) preparation and updating of management plans and reports required by the SWTC.

PART 2 – Interface Management Services after Completion of last Portion to achieve Completion

The Interface Management Services after Completion of the last Portion to achieve Completion up to opening of the Martin Place Metro Station to the public comprise:

- (a) attendance at all performance tests (in accordance with the SWTC) undertaken by Rail Contractors and the Operator;
- (b) full clean of the Martin Place Metro Station required for opening to the public;
- (c) attendance at tests and drills by Rail Contractors and the Operator to demonstrate operational readiness;
- (d) attendance at statutory inspections required by Rail Contractors or the Operator; and
- (e) coordination with Sydney Trains for activities by Rail Contractors and the Operator.

PART 3 - Interface Management Services Rates

3.1 Payment for Interface Management Services

- (a) In relation to any Interface Management Services performed by Macquarie (whether before the Last Date of Completion in accordance with clause 10.9 or after the Last Date of Completion in accordance with a direction issued pursuant to clause 29.2(a)), Macquarie will be entitled to payment for such Interface Management Services calculated on the basis set out in paragraph 3.1(b) and paragraph 3.1(c) (as applicable), provided that:
 - (i) in relation to the Interface Management Services required prior to the Last Date of Completion, Macquarie complies with the requirements of clause 10.9 in relation to such Interface Management Services;
 - (ii) Macquarie submits the relevant progress claims to the Principal in accordance clause 34.2(a)(i) or clause 34.2(a)(iii) (as applicable) in relation to such Interface Management Services;
 - (iii) Macquarie's progress claims are made in accordance with the requirements of clause 34.2; and
 - (iv) the other conditions for payment in clause 34 have been satisfied in relation to such Interface Management Services.
- (b) Macquarie's entitlement to payment for the Interface Management Services performed by Macquarie after the Last Date of Completion in accordance with a direction issued pursuant to clause 29.2(a) will be calculated on the following basis:
 - (i) the sum ascertained by multiplying:
 - (A) the applicable rate(s) stated in the tables of rates included this Schedule A6 relevant to the applicable Interface Management Services performed after the Last Date of Completion;

(B) where paragraph 3.1(b)(i)(A) does not apply, a rate otherwise agreed in writing between the Principal and Macquarie (acting reasonably); or

(C) where paragraphs 3.1(b)(i)(A) and 3.1(b)(i)(B) do not apply, a reasonable rate (which will exclude any margin for off-site overheads and profit) as determined by the Principal's Representative,

by the number of hours the D&C Contractor's labour resources and Construction Plant were employed in the execution of the relevant Interface Management Services; plus

(ii) any reasonable and substantiated amounts payable by the D&C Contractor to Subcontractors for the proper performance of the relevant Interface Management Services (without double counting with paragraph 3.1(b)(i)).

(c) Macquarie's entitlement to payment for any Interface Management Services that are performed prior to the Last Date of Completion is in accordance with clause 10.9.

3.2 Rates for Self-Performed Reimbursable Work

The parties acknowledge and agree the following in relation to the rates listed in this Schedule A6:

- (a) except as otherwise provided, rates are fixed and not subject to rise and fall;
- (b) all rates are inclusive of all on-site overheads, and off-site overheads and profit;
- (c) permanent materials and any contracted services that form part of the self-performed reimbursable works will not be subject to any mark-up for offsite overheads and profit; and
- (d) all rates are exclusive of GST.

TABLE 1: Rates for Plant (applicable after the Last Date of Completion)

Plant Item	With Operator/ Driver	Normal Time (\$/hr)	Time and a Half (\$/hr)	Double Time (\$/hr)	Float (each way) (\$)	Stand down rate (\$/hr)
General plant	All Rates are 2018					
Semi-trailer - 40 T trailer	Yes					
Semi-trailer - 28 T trailer	Yes					
Rigid truck – 15T tipper	Yes					
Rigid truck – 15T bogie tipper	Yes					

Plant Item	With Operator/ Driver	Normal Time (\$/hr)	Time and a Half (\$/hr)	Double Time (\$/hr)	Float (each way) (\$)	Stand down rate (\$/hr)
Hi-rail truck	Yes					
Welder's Truck	Yes					
Flat top truck	Yes					
Dump truck - 20T	Yes					
Articulated dump truck	Yes					
General pump	No					
Excavator - 3T	Yes					
Excavator - 8T	Yes					
Excavator - 13.5T	Yes					
Excavator - 20T	Yes					
Excavator - 30T	Yes					
Backhoe	Yes					
Forklift (All-terrain)	Yes					
Franna crane - 12T	Yes					
Franna crane - 14T	Yes					
Franna crane - 16T (incl. operator)	Yes					
Franna crane - 20T	Yes					
Mobile crane - 16T	Yes					

Plant Item	With Operator/ Driver	Normal Time (\$/hr)	Time and a Half (\$/hr)	Double Time (\$/hr)	Float (each way) (\$)	Stand down rate (\$/hr)
Mobile crane – 80T	Yes					
Bobcat	Yes					
Compressors – 75 CFM	No					
Compressors – 250 CFM	No					
Major civil construction plant	All Rates are 2018					
Front end loader	Yes					
Vibratory plate compactor	No					
Grader	Yes					
Rock breaker	No					
Rock cutting saw	No					
Drilling rigs for rock bolting and soil nailing	Yes					
Shotcrete gun	No					
Elevated works platforms for rock bolting/ soil nailing	No					
Piling rig	Yes					
Concrete mixer truck	Yes					
Concrete pump	Yes					

Plant Item	With Operator/ Driver	Normal Time (\$/hr)	Time and a Half (\$/hr)	Double Time (\$/hr)	Float (each way) (\$)	Stand down rate (\$/hr)
Concrete screeders	Yes					
Major Plant - Track Work	All Rates are 2018					
Excavator with Octopus Grab	Yes					
5t Balloon tired dumper	Yes					
Turnout tamper	Yes					
Tamper	Yes					
Regulator	Yes					
Hiab gang truck	Yes					
Thermit welding equipment	Yes	Included in welders truck rate				
Major Plant - OHW	All Rates are 2018					
All terrain crane - 20T	Yes					
Hi-rail cable trucks or wiring train	Yes					
Hi-rail cherry picker	Yes					
Gang trucks	Yes					
Piling bore rig 600 mm dia (incl. operator)	Yes					

3.2.1 Rates for Labour

The rates for labour are to be inclusive of all on-costs including the following:

- (a) wages and salaries;
- (b) payroll tax, holiday pay, long service leave, sick pay, superannuation, statutory payments, etc;
- (c) project mobilisation and demobilisation of staff;
- (d) communication devices, radios and mobile phones;
- (e) all travel costs including suitable site vehicles to undertake the D&C Contractor's activities (including registration, maintenance, fuel and all running costs);
- (f) accommodation and meal allowances; and
- (g) provision of PPE, clothing and uniforms.

TABLE 2: Rates for Labour (applicable after the Last Date of Completion)

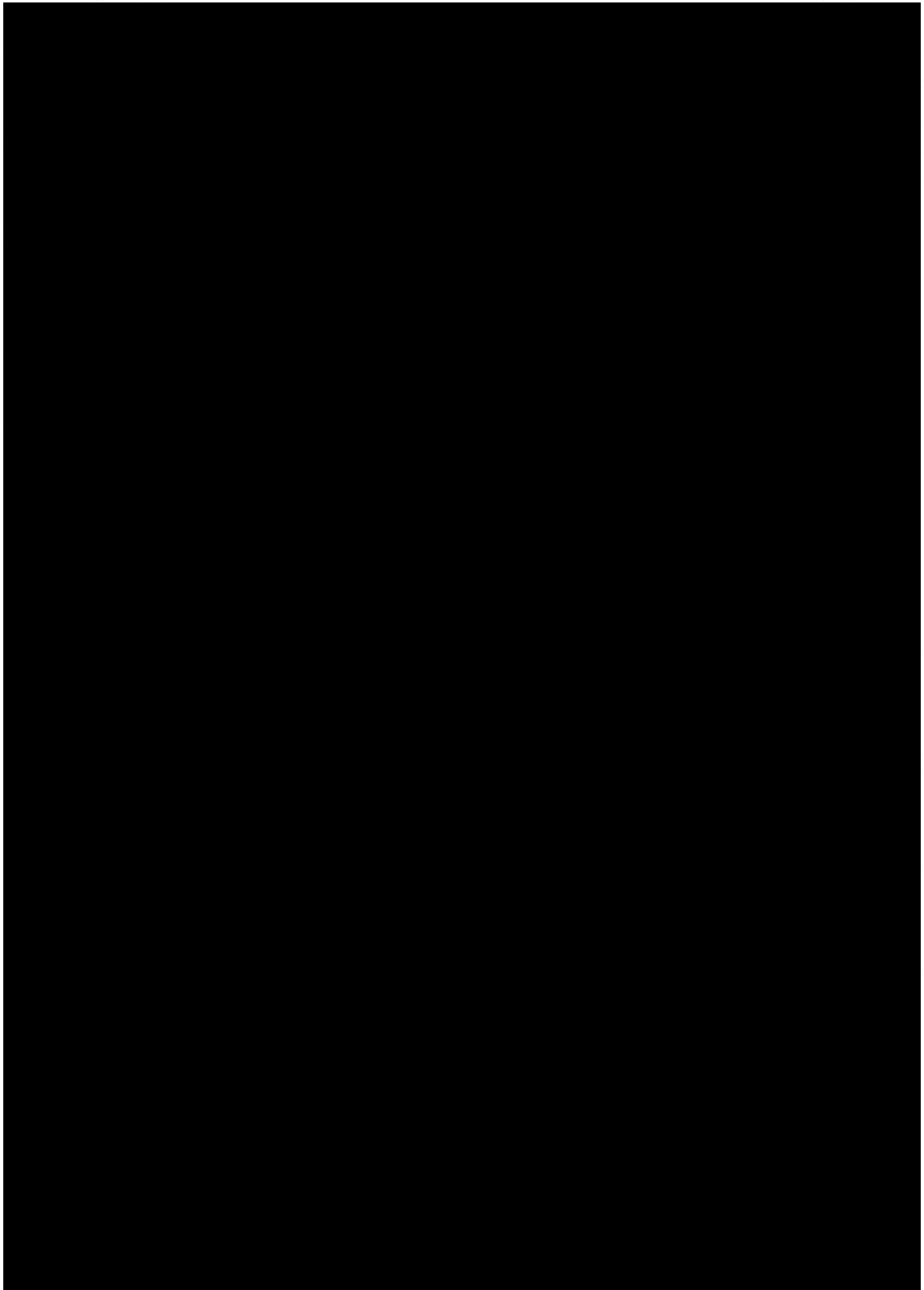
Labour	Normal Time (\$/hr)	Time and a Half (\$/hr)	Double Time (\$/hr)
Signalling Infrastructure Personnel			
All Rates are 2018			
Signalling Construction Manager			
Signalling Project Engineer			
Signalling Commissioning Manager			
Signal Field Engineer			
Design Integrity / Principal's Tester			
Assistant Design Integrity			
Signal Supervisor			
Signal Electrician			
Signal Mechanical			
Control Systems Engineer			
Control Systems Technician			
Signals Ancillary			

Labour	Normal Time (\$/hr)	Time and a Half (\$/hr)	Double Time (\$/hr)
Signals Authorised Person	[REDACTED]	[REDACTED]	[REDACTED]
Tester-in-Charge	[REDACTED]	[REDACTED]	[REDACTED]
Assistant Signal Tester	[REDACTED]	[REDACTED]	[REDACTED]
Electrical Infrastructure Personnel			
All Rates are 2018 [REDACTED]			
Accredited OHW Assembler	[REDACTED]	[REDACTED]	[REDACTED]
Accredited OHW Rigger	[REDACTED]	[REDACTED]	[REDACTED]
Accredited OHW Installer	[REDACTED]	[REDACTED]	[REDACTED]
Accredited OHW Worker	[REDACTED]	[REDACTED]	[REDACTED]
Accredited Electrolysis Interference Tester	[REDACTED]	[REDACTED]	[REDACTED]
Accredited Cable Jointer	[REDACTED]	[REDACTED]	[REDACTED]
Overhead Worker	[REDACTED]	[REDACTED]	[REDACTED]
Authorised Overhead Traction Worker	[REDACTED]	[REDACTED]	[REDACTED]
Authorised Traction Operator	[REDACTED]	[REDACTED]	[REDACTED]
Authorised Traction Live Line Worker	[REDACTED]	[REDACTED]	[REDACTED]
Authorised Officer (Mains)	[REDACTED]	[REDACTED]	[REDACTED]
Authorised Attendant	[REDACTED]	[REDACTED]	[REDACTED]
Authorised Operator	[REDACTED]	[REDACTED]	[REDACTED]
Authorised Officer (Substations)	[REDACTED]	[REDACTED]	[REDACTED]
Electrical Authorising Officer	[REDACTED]	[REDACTED]	[REDACTED]
Qualified Electrician	[REDACTED]	[REDACTED]	[REDACTED]
Authorised Person (Low Voltage)	[REDACTED]	[REDACTED]	[REDACTED]
Accredited Electrical Permit holder	[REDACTED]	[REDACTED]	[REDACTED]

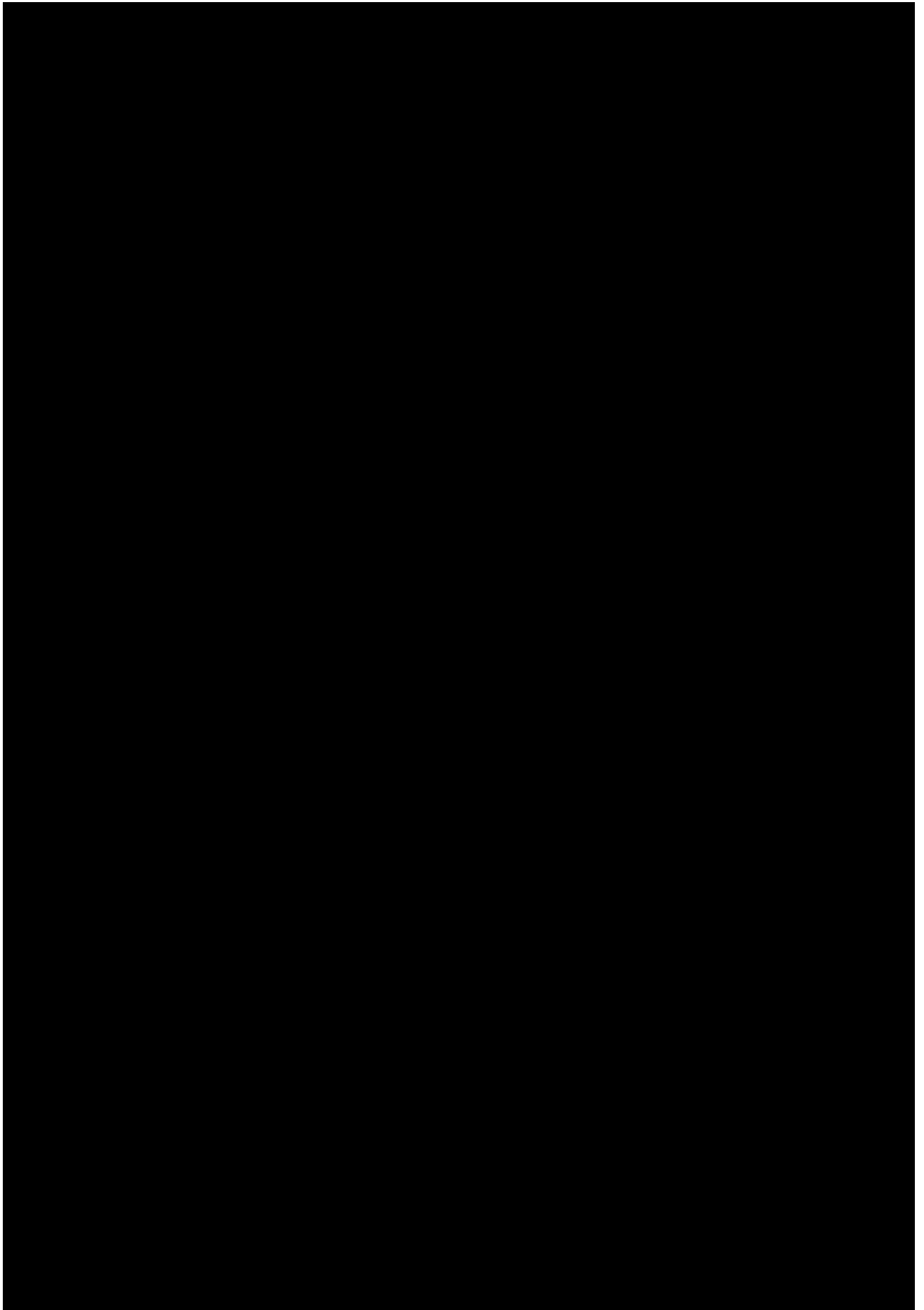
Labour	Normal Time (\$/hr)	Time and a Half (\$/hr)	Double Time (\$/hr)
Building Infrastructure Personnel Inclusive of escalation			
Environmental Coordinator	[REDACTED]	[REDACTED]	[REDACTED]
Community & Stakeholder Manager			
Safety Manager			
Safety Officer			
Occupational Hygienist			
Rail Integration/Interface Manager			
Rail Assurance Manager			
Building Infrastructure Personnel All Rates are 2018 [REDACTED]			
Project Director	[REDACTED]	[REDACTED]	[REDACTED]
Design Director			
Design Manager			
Construction Manager			
Services Manager			
Commercial Manager			
Planner			
Environmental Manager			
Sustainability Manager			
WHS Manager			
Rail Safety Manager			
Rail Interface Manager			
Quality Assurance Manager			

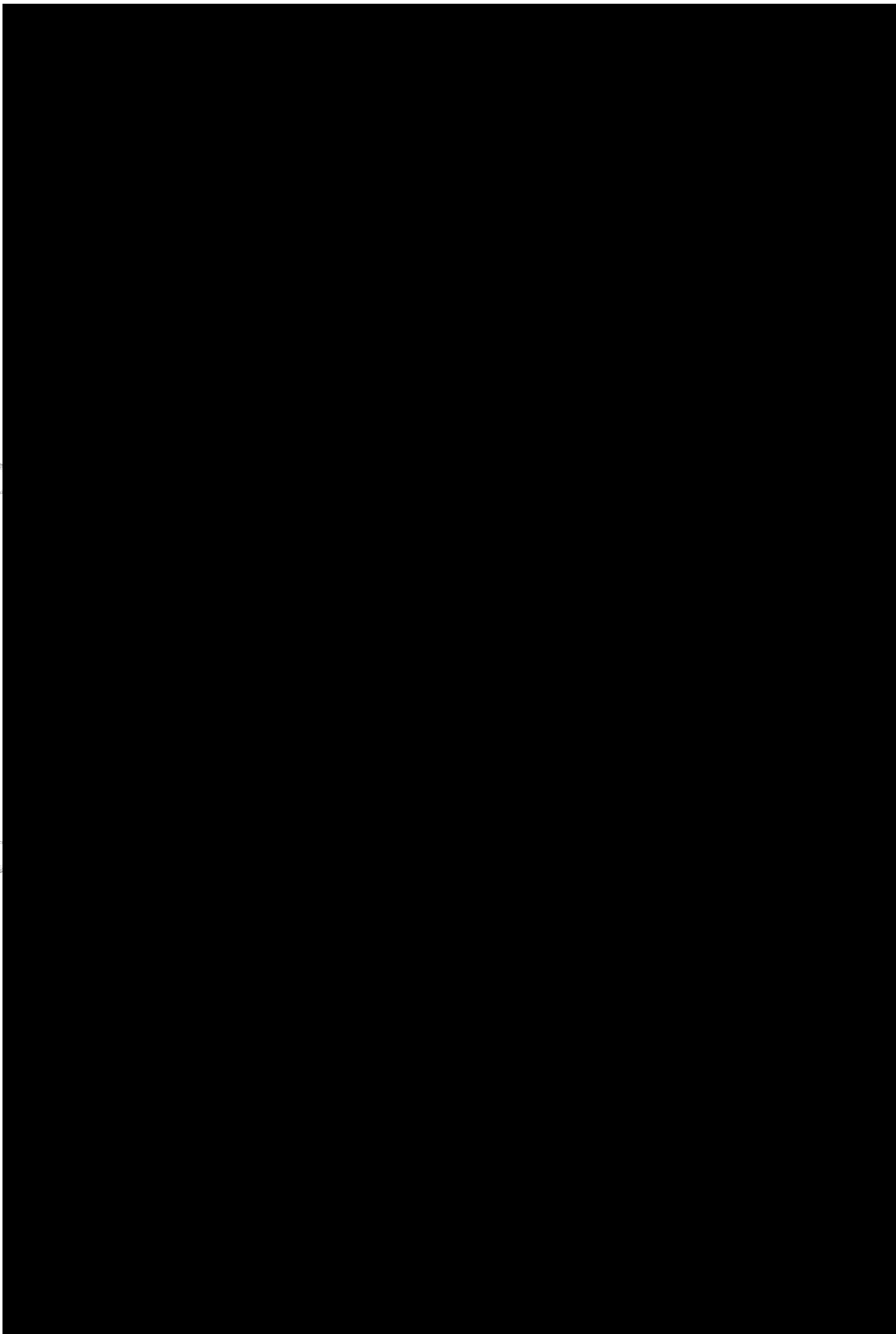
Labour	Normal Time (\$/hr)	Time and a Half (\$/hr)	Double Time (\$/hr)
Superintendent	██████	██████	██████

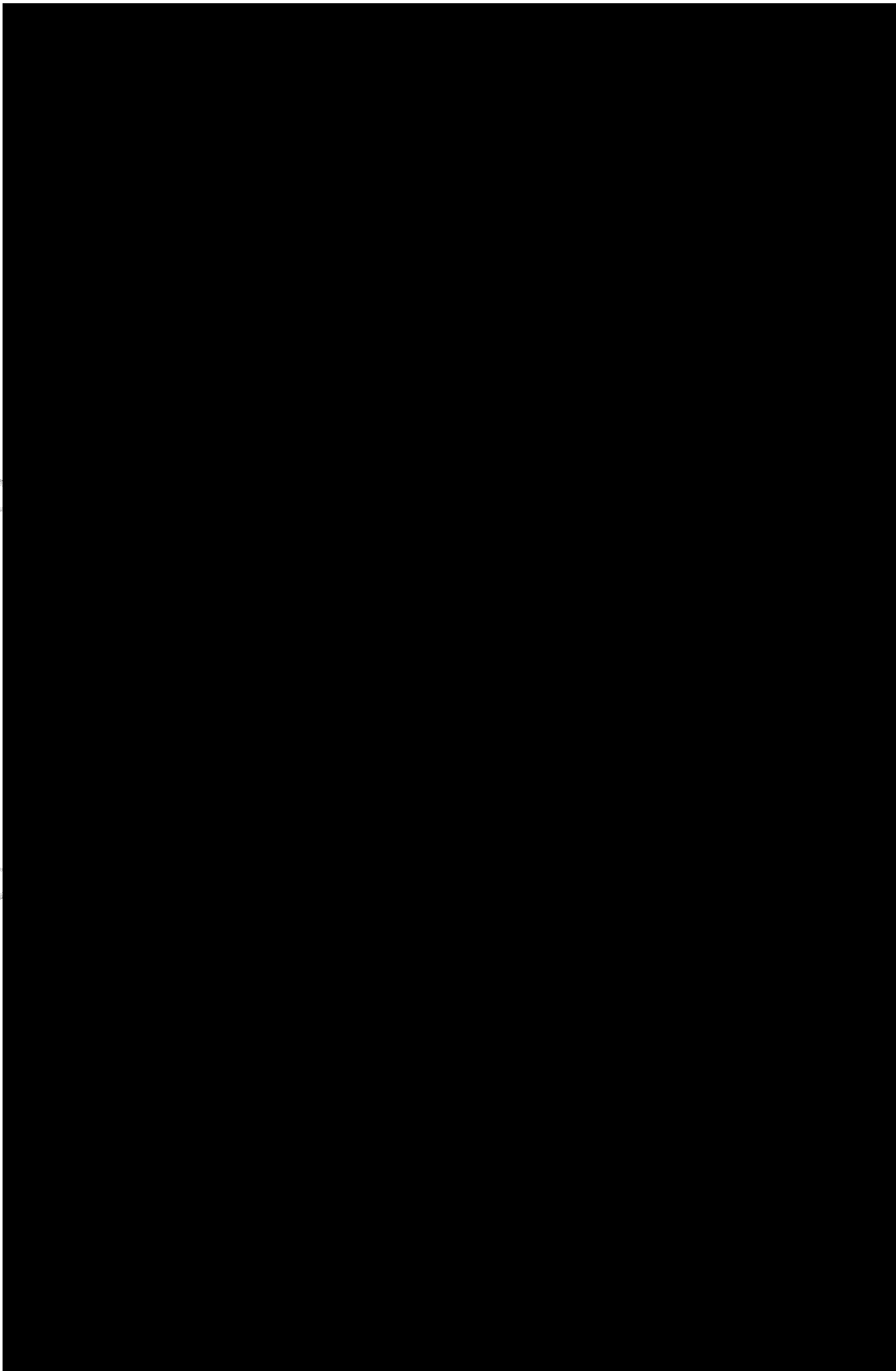
**ANNEXURE A
Cost Forecast Schedule**

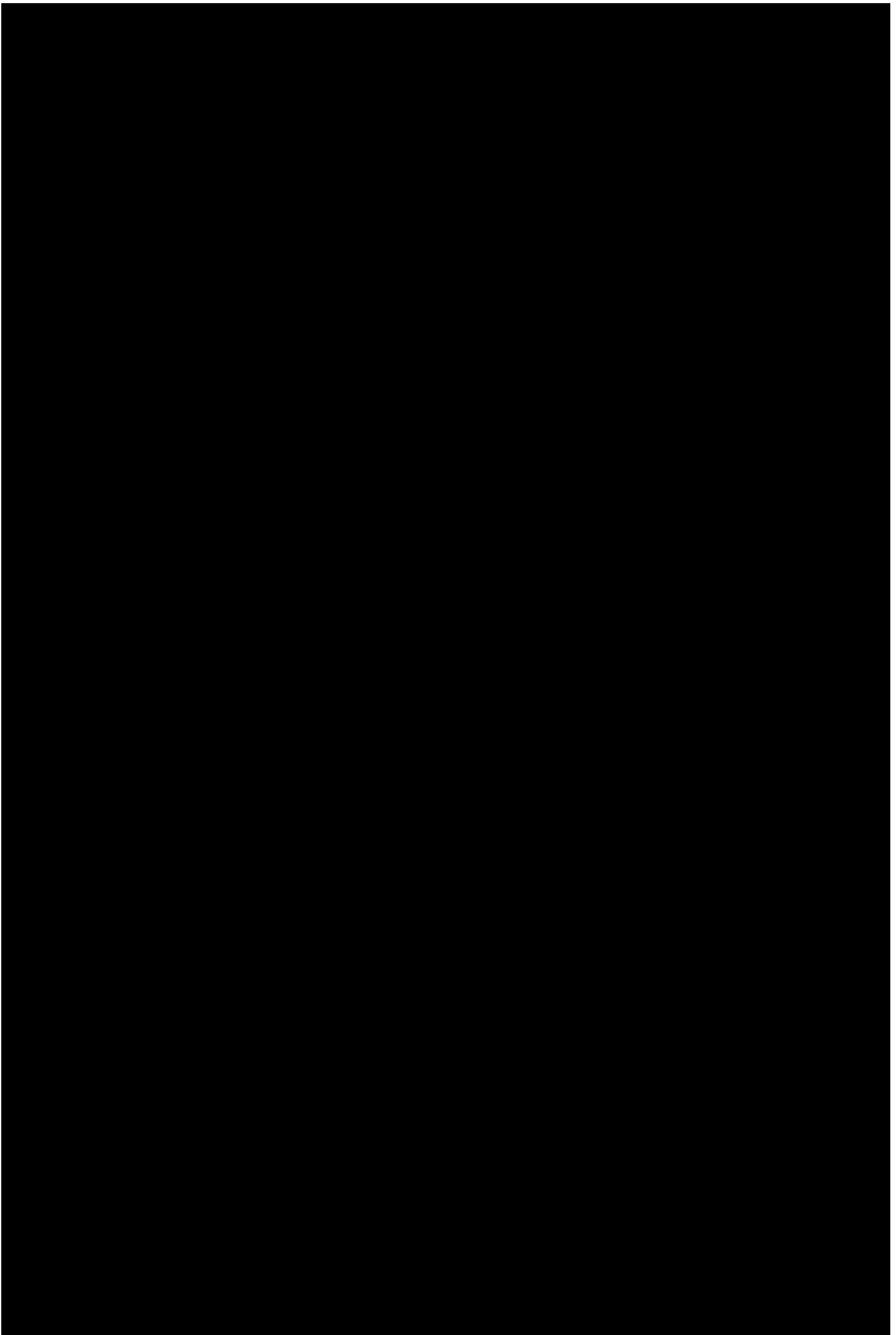


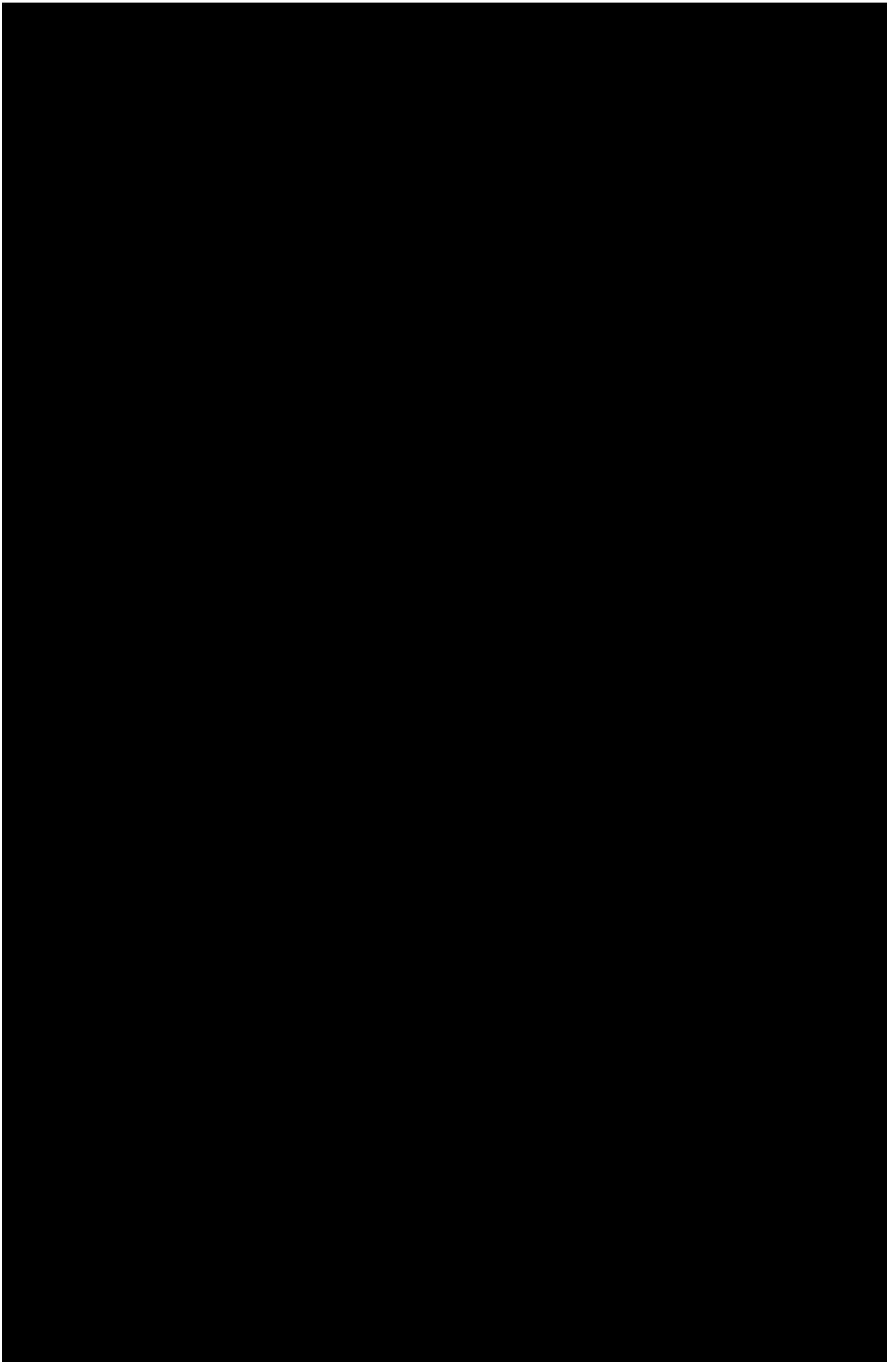
SCHEDULE A7
Form of TSE Cooperation and Integration Deed

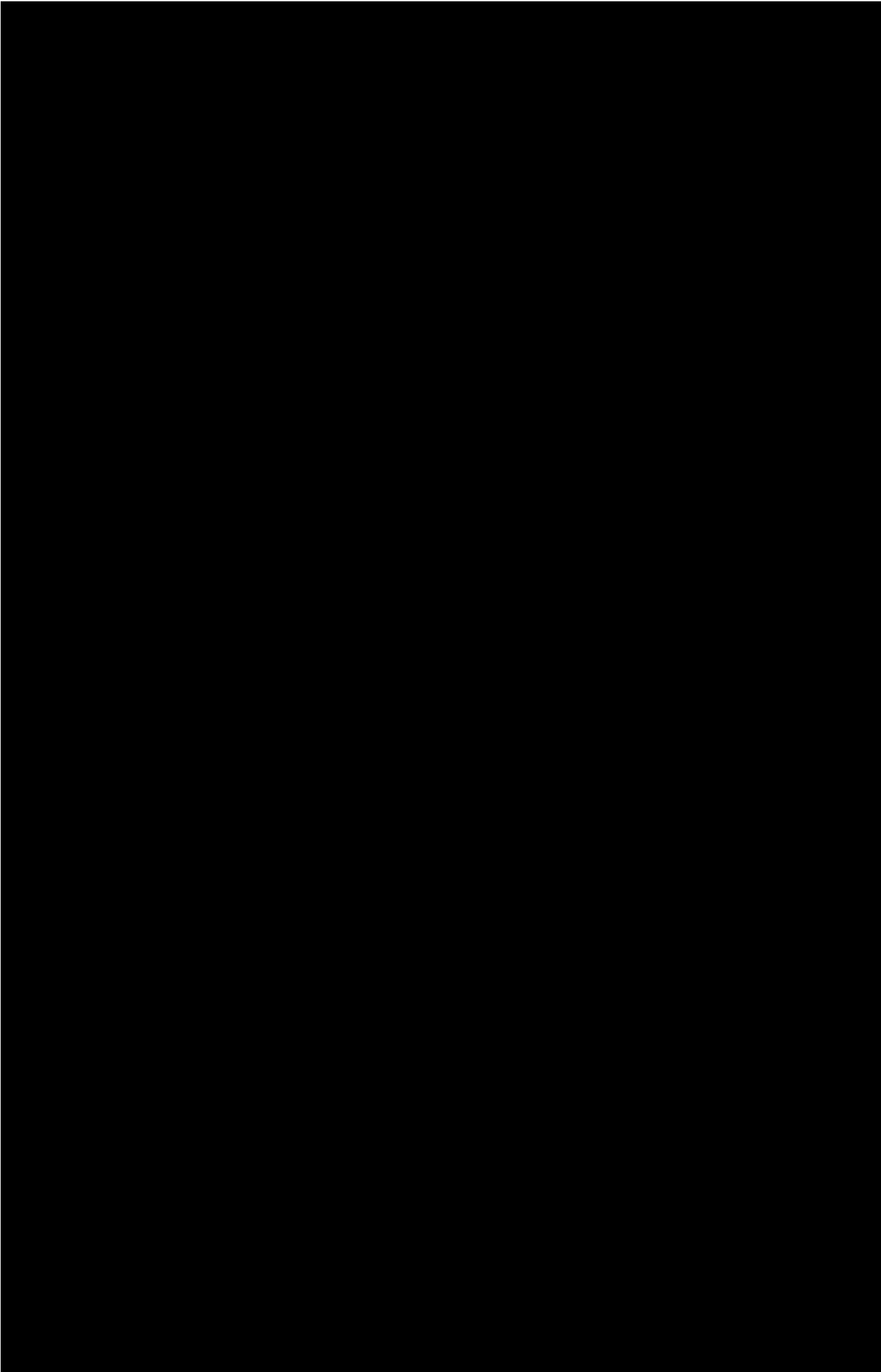


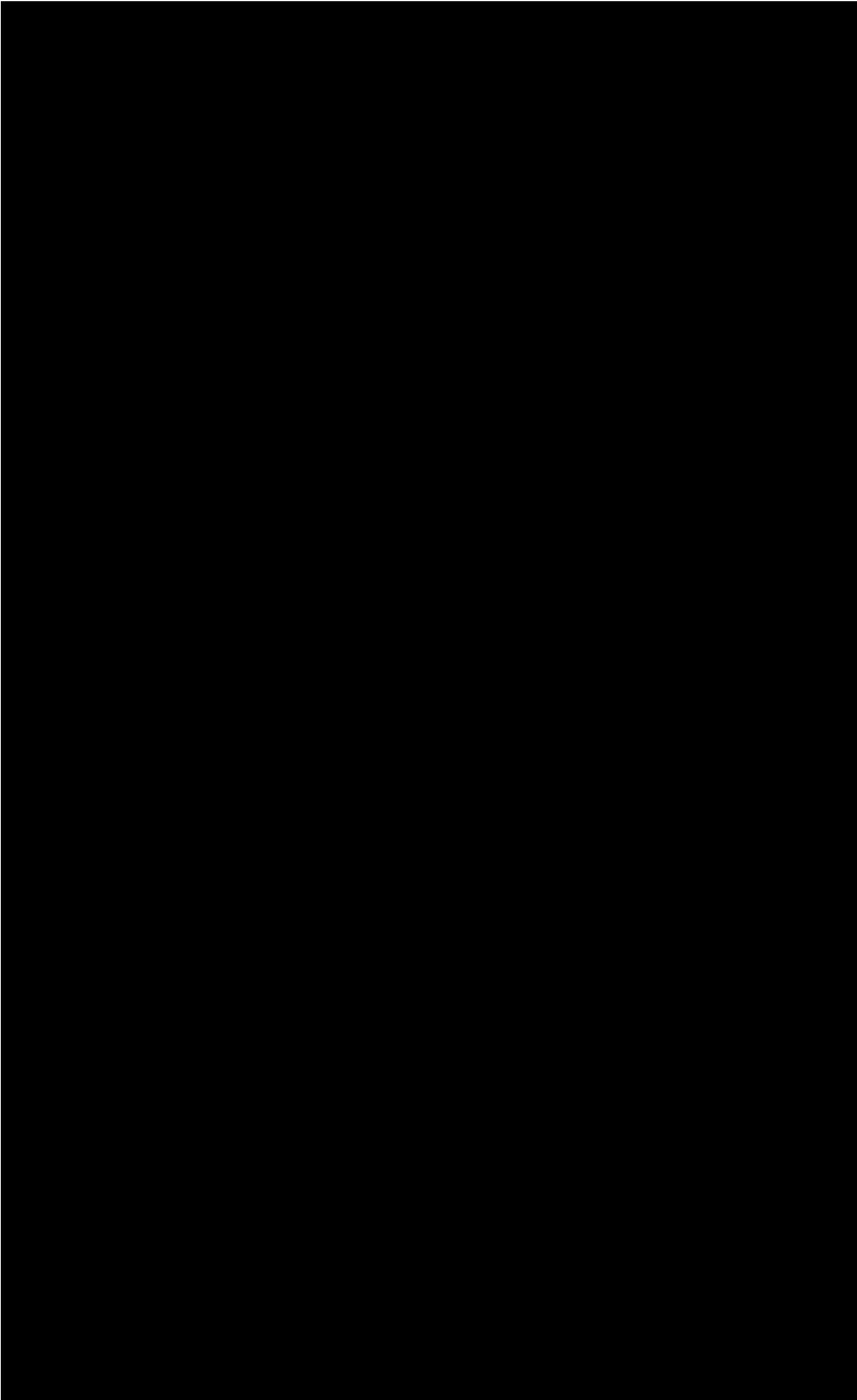


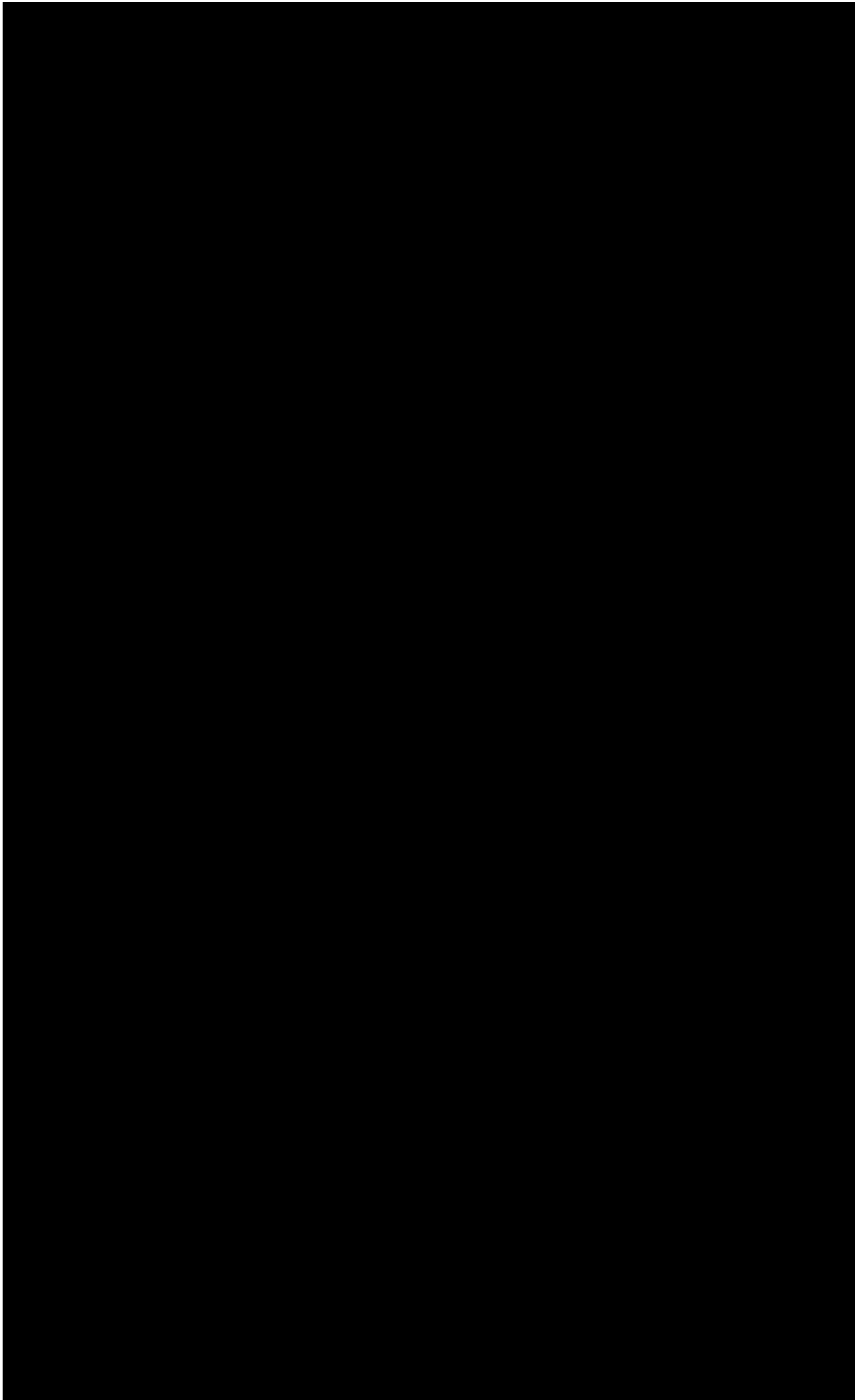


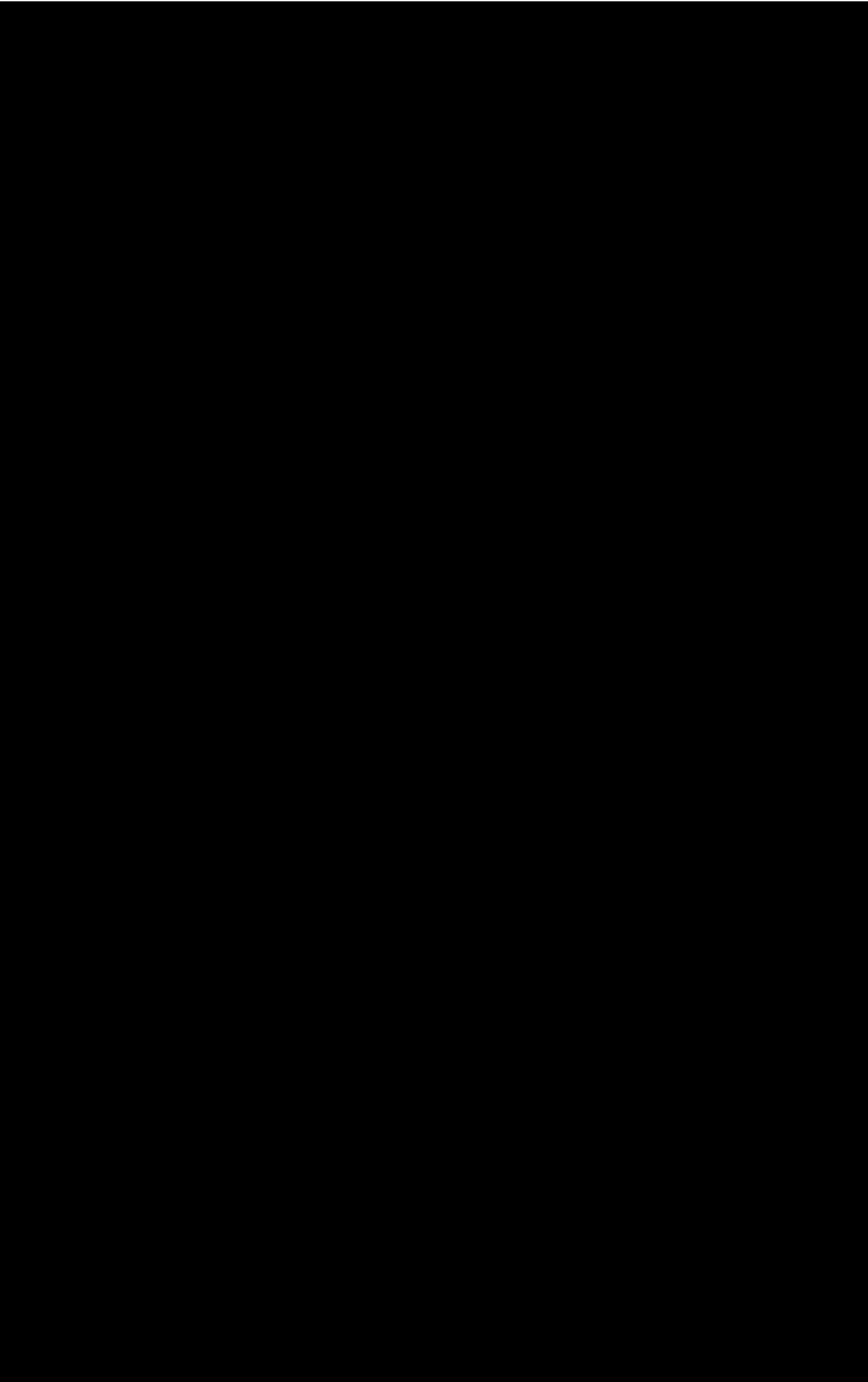


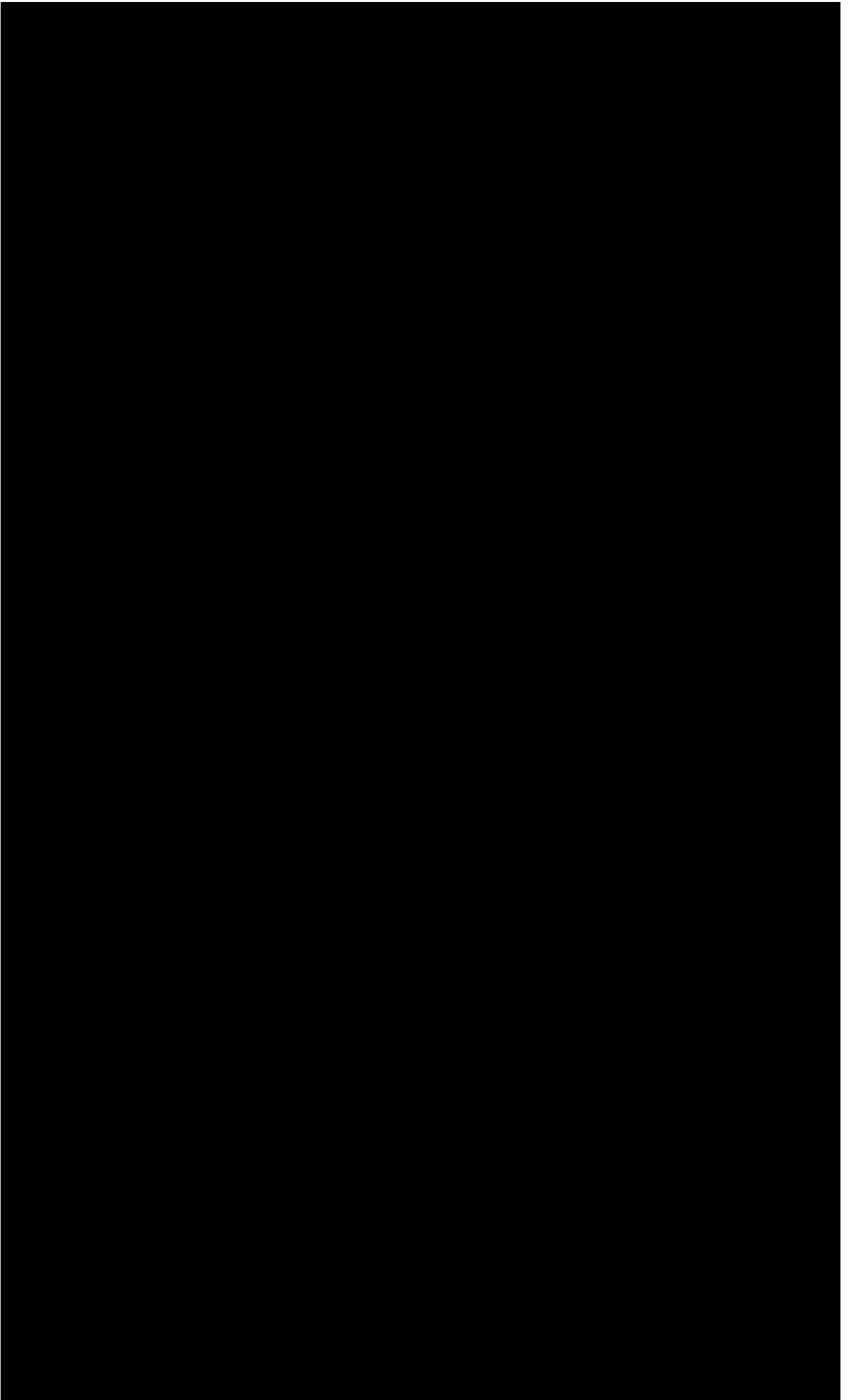


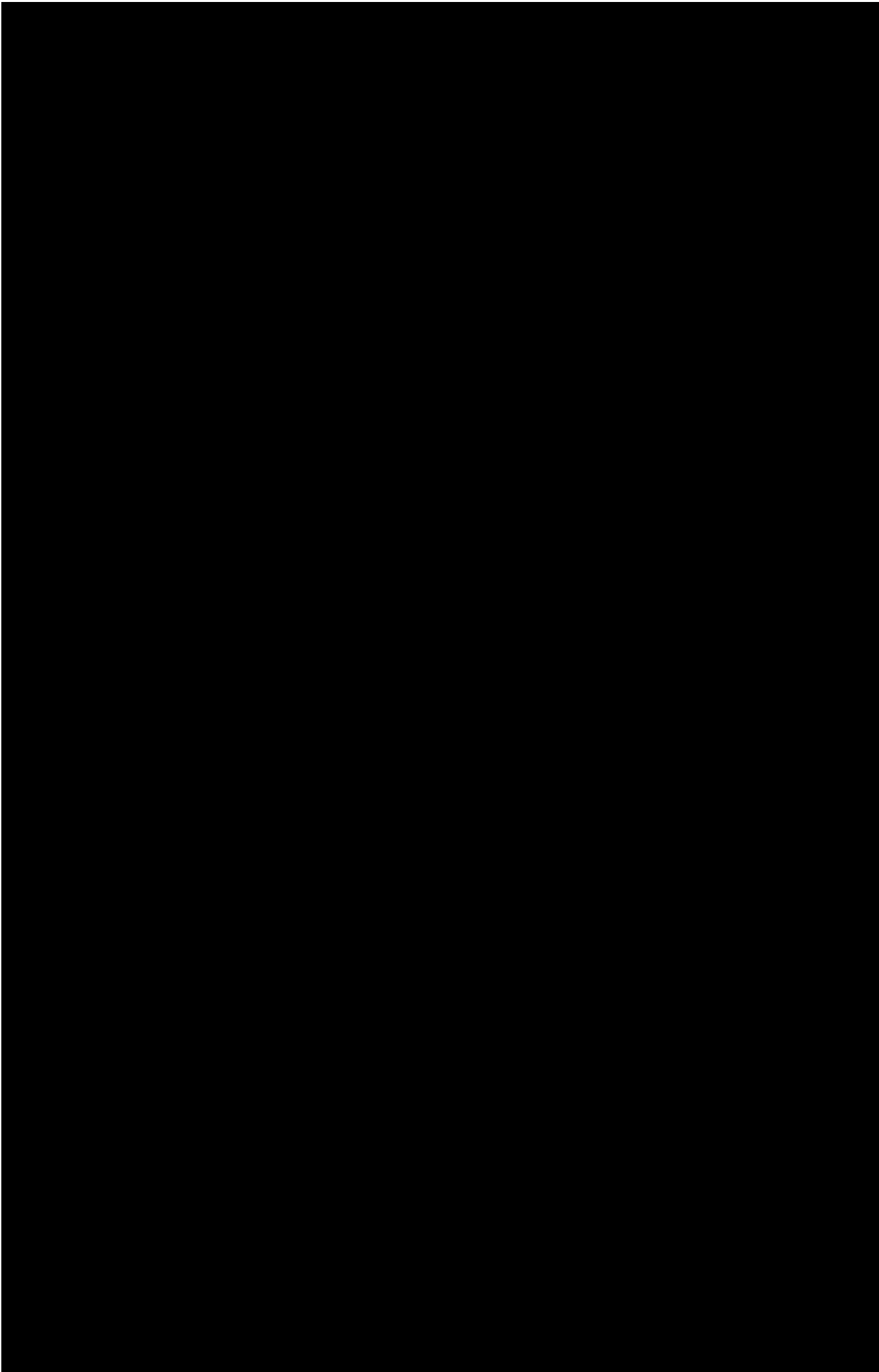


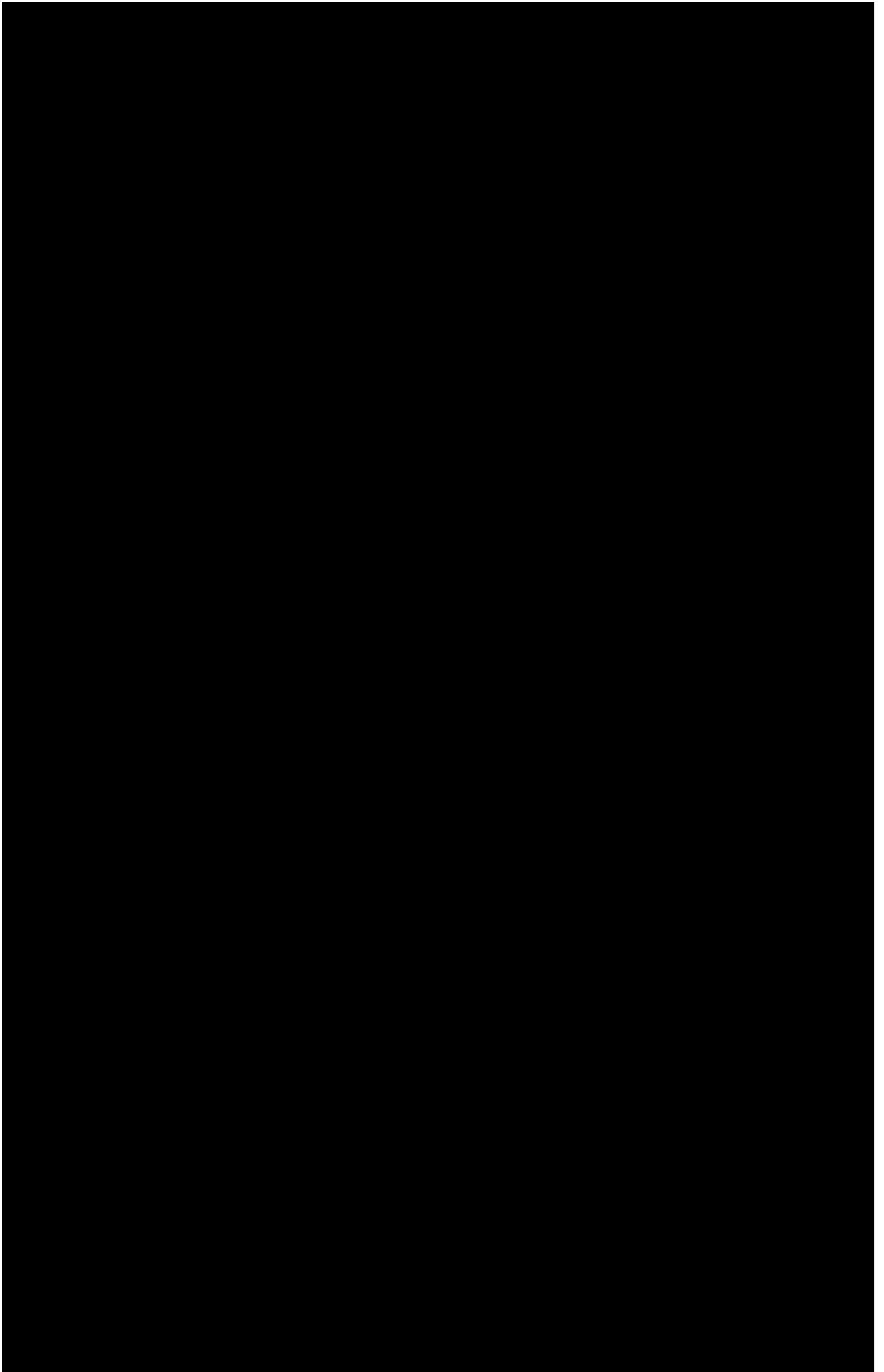


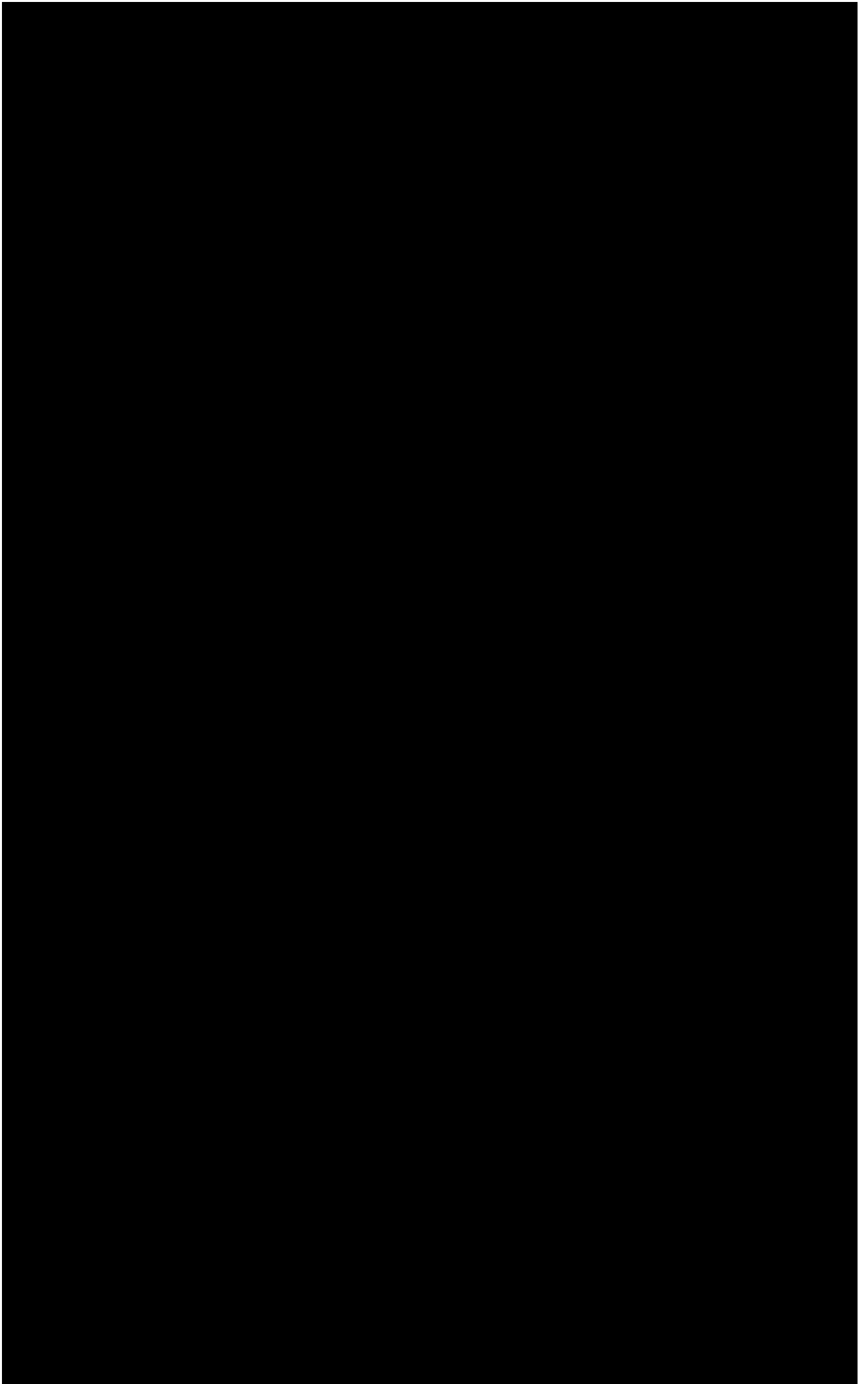


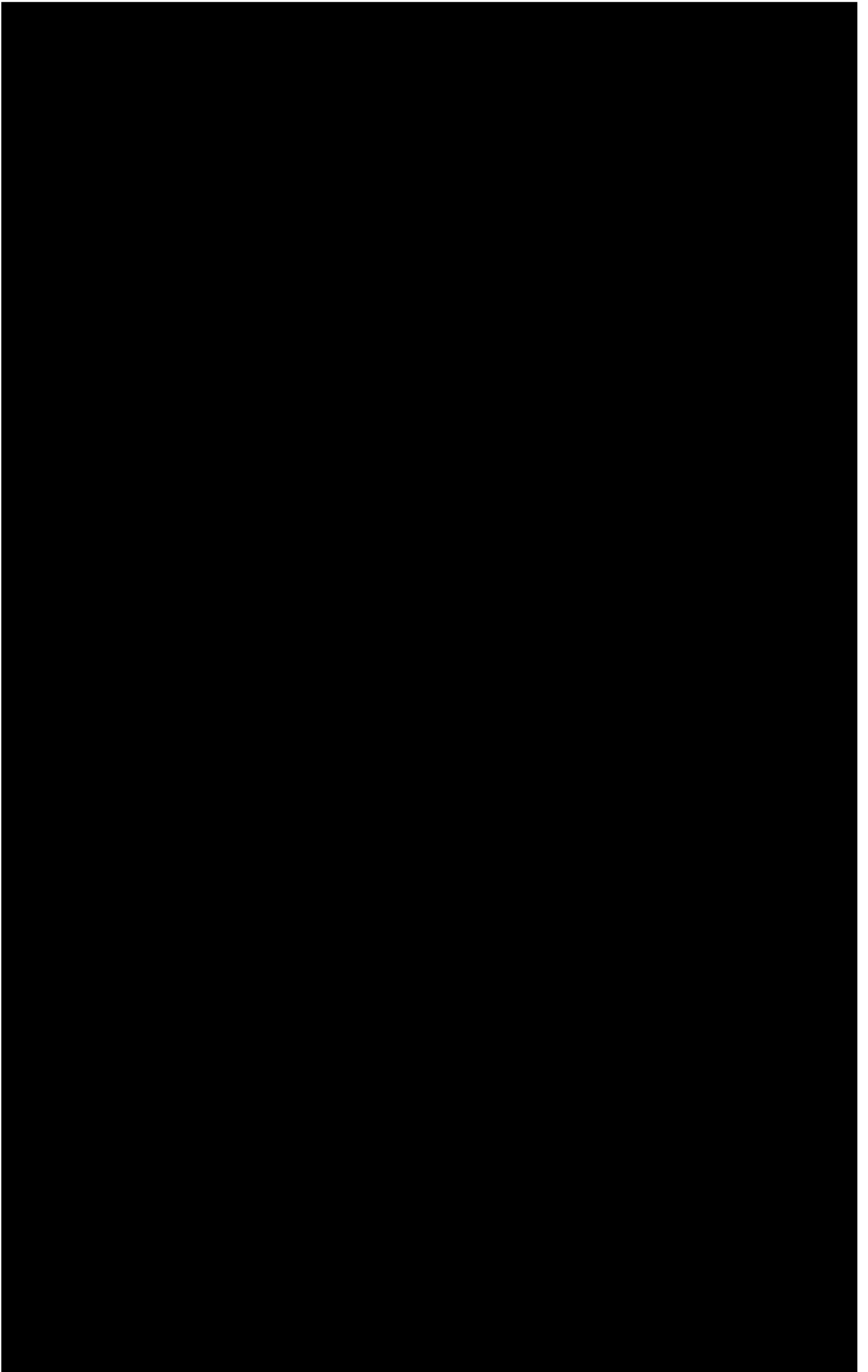


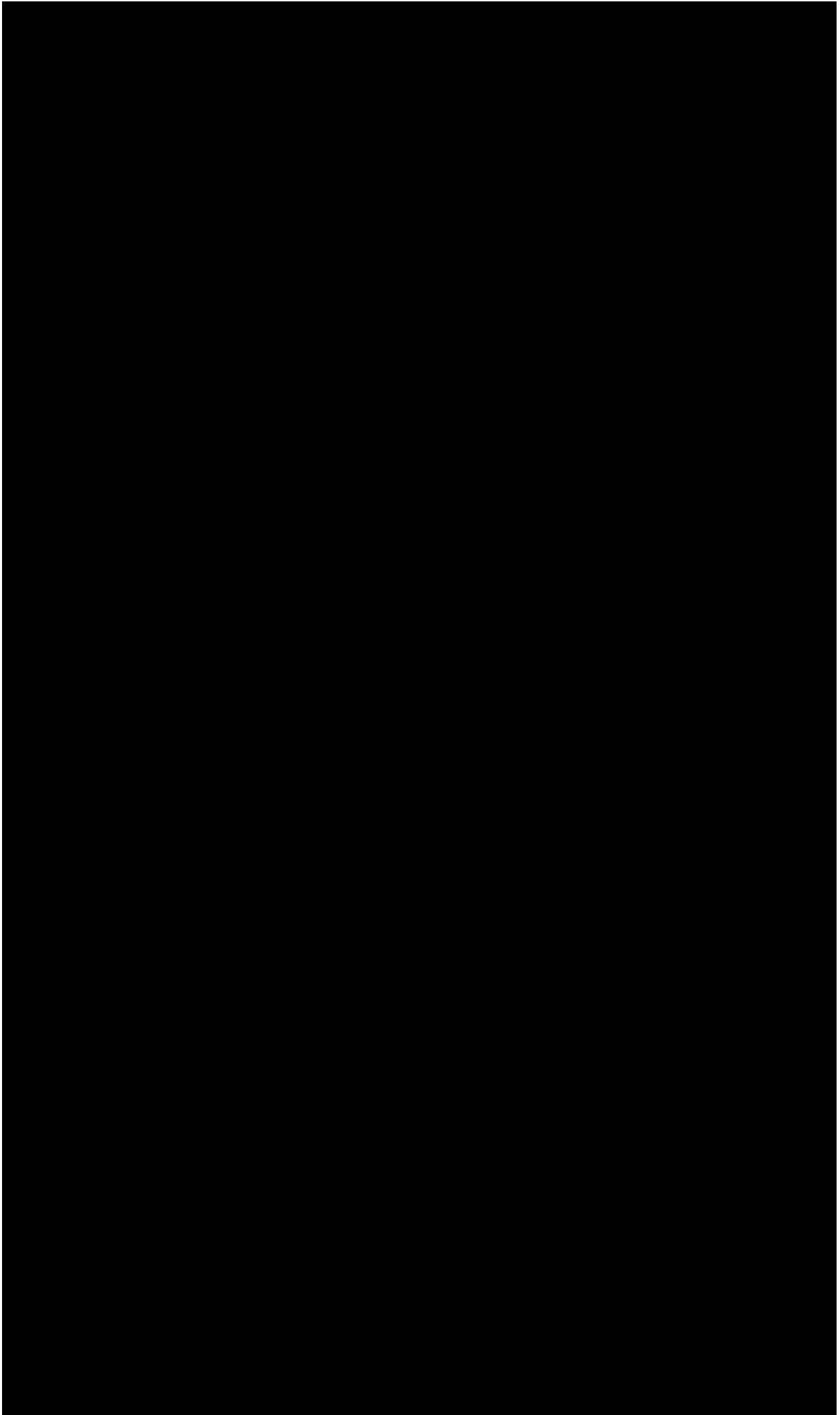


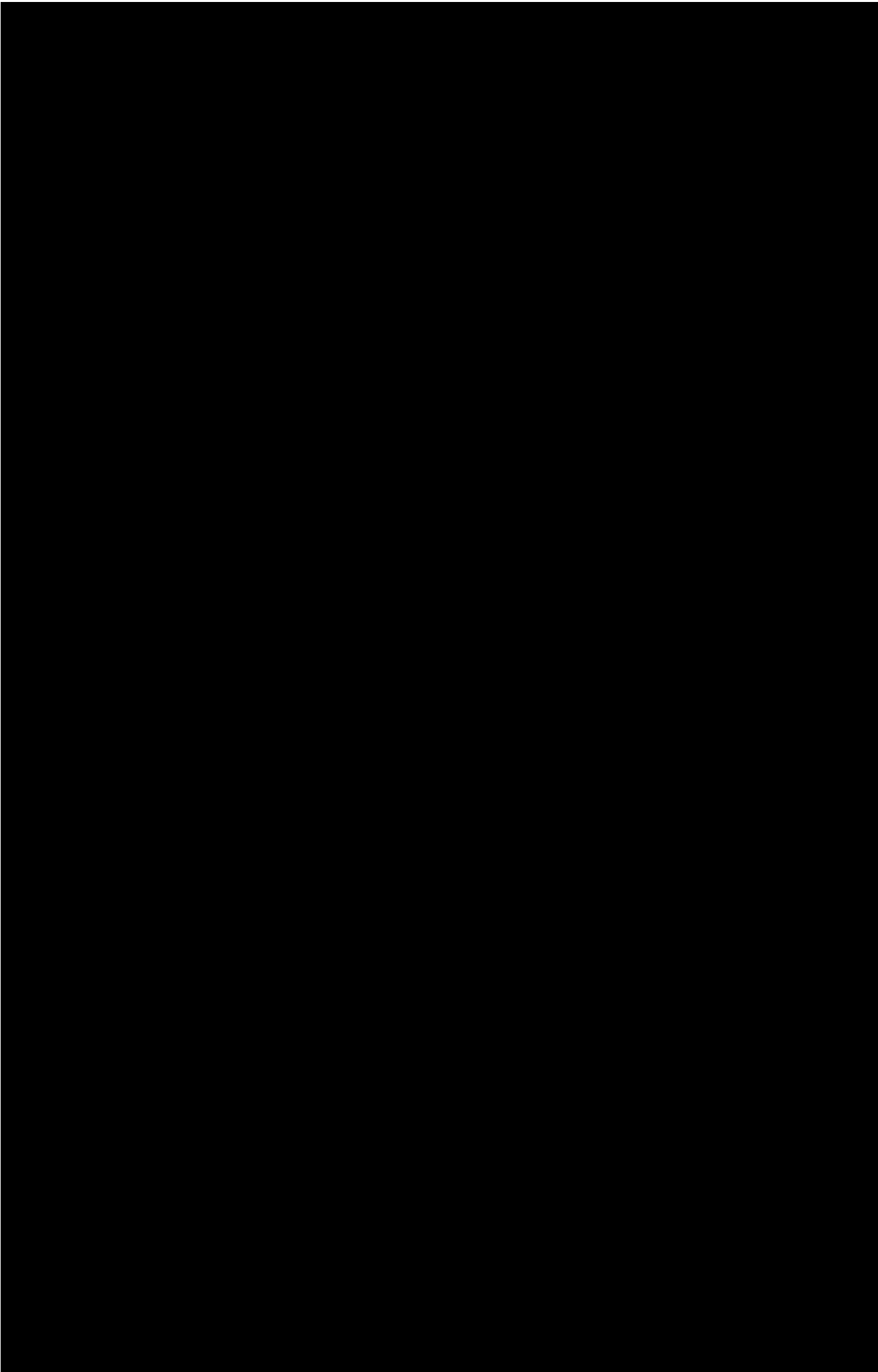


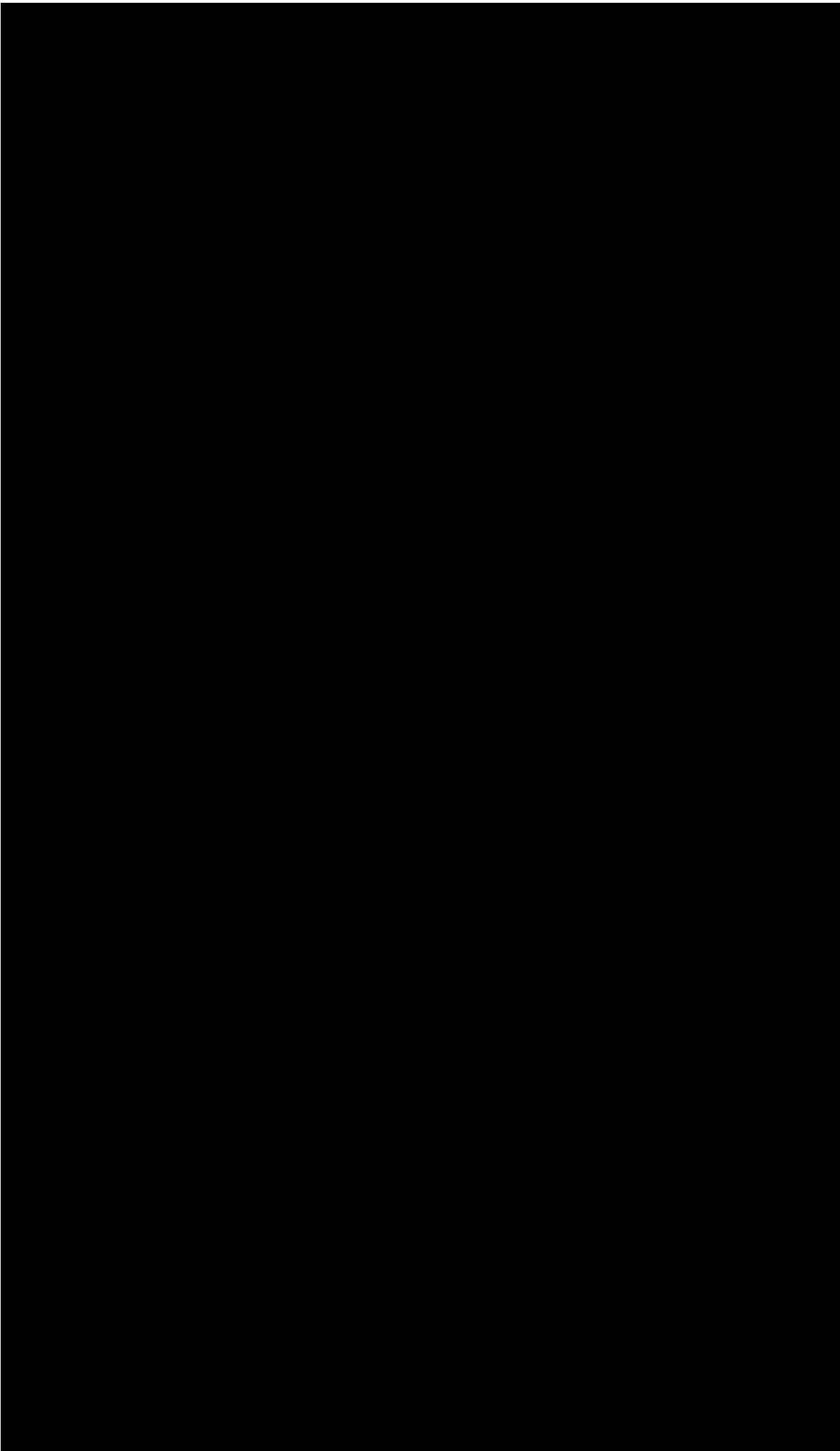


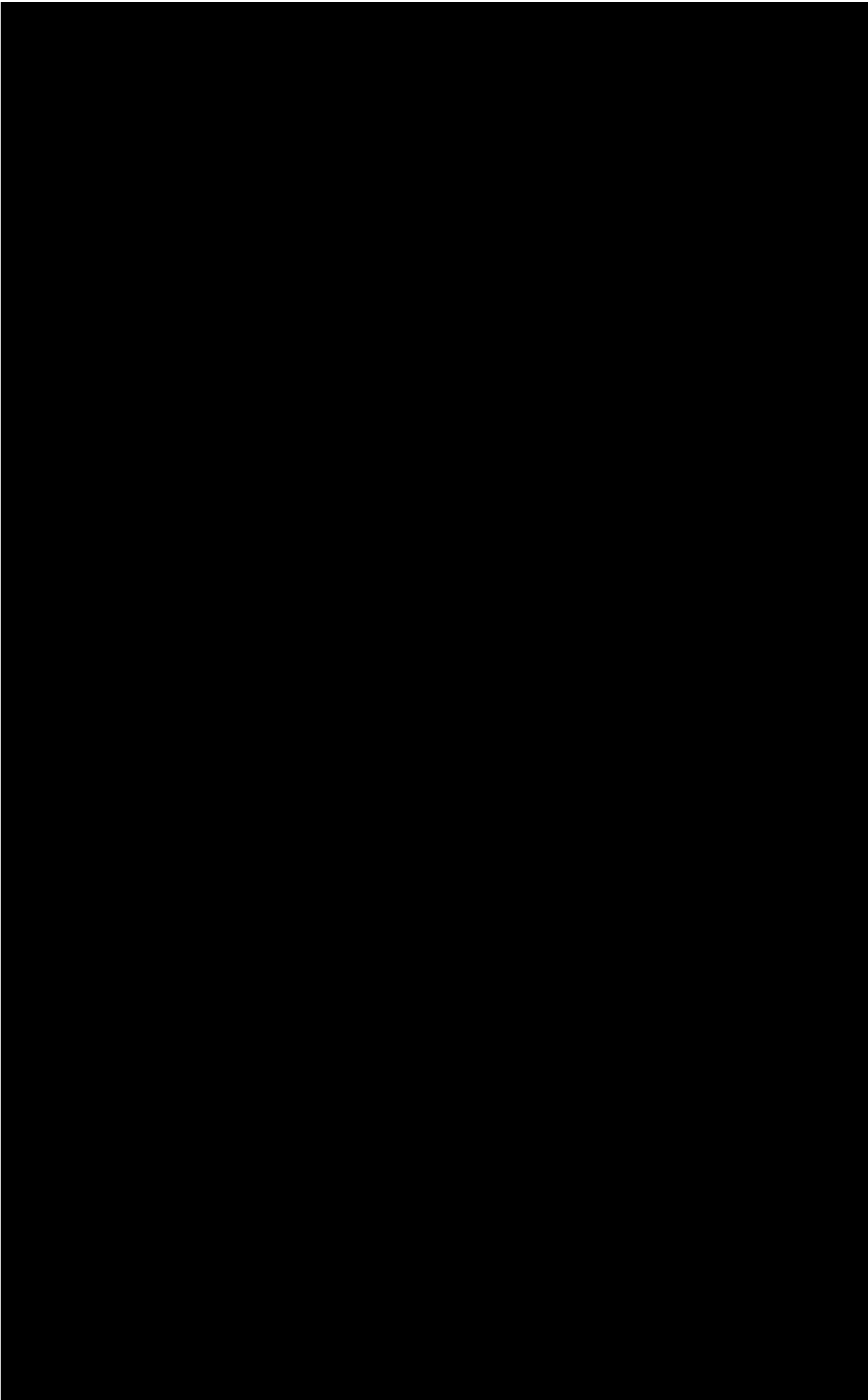




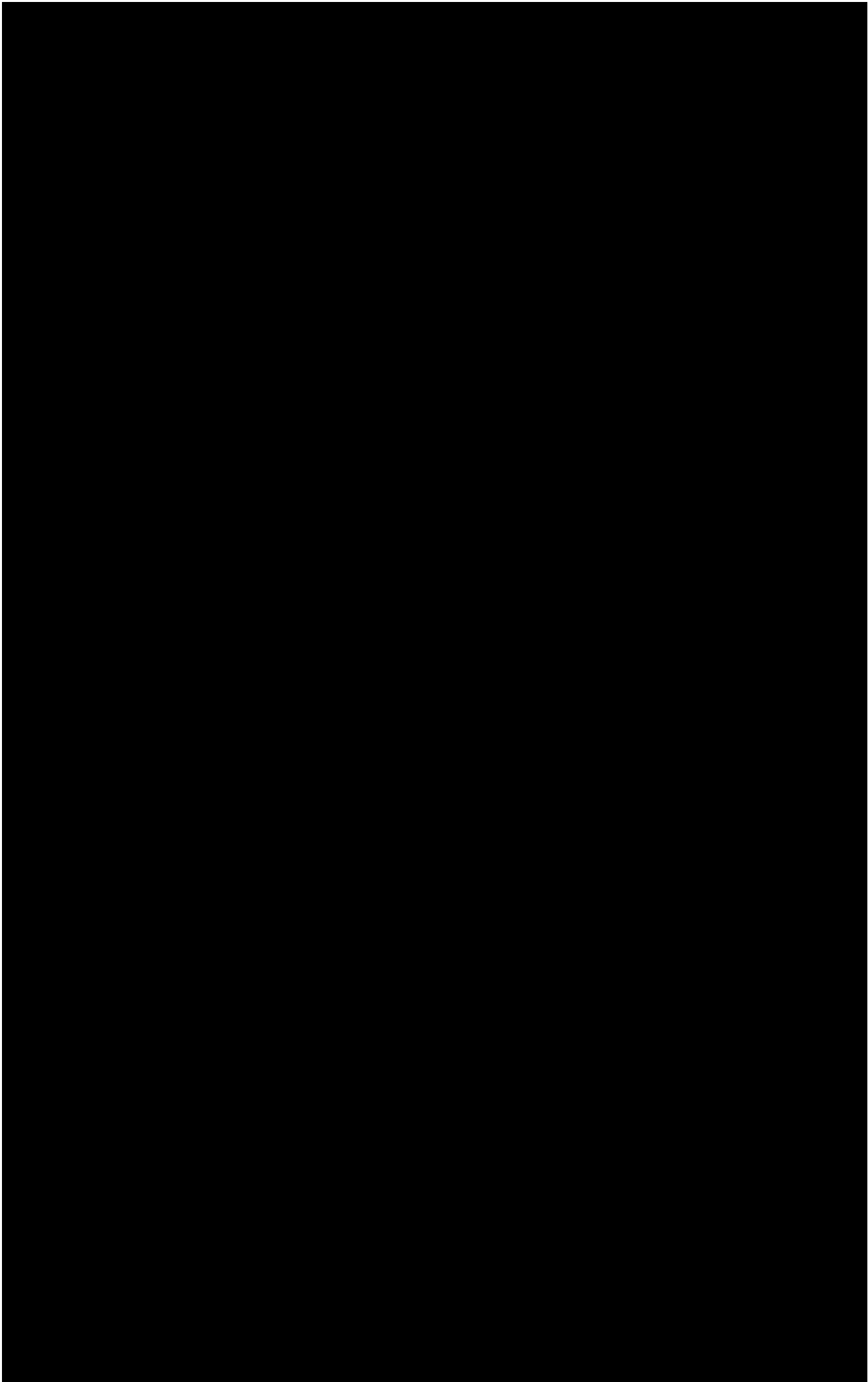












**SCHEDULE A8
Proof Engineer Requirements**

The following are the minimum required qualifications, experience and expertise that must be possessed by the Proof Engineer:

- (a) demonstrated experience in the design of temporary works similar to the Temporary Works that are required to be designed under the terms of this deed (including the SWTC);
- (b) 12 years' experience and proven ability in structural analysis and design of temporary works similar to the Temporary Works that are required to be designed under the terms of this deed (including the SWTC);
- (c) Quality Management System 3rd party certified to AS/NZS ISO 9001;
- (d) range of suitable structural analysis and CAD software;
- (e) be a Chartered Engineer registered with the Institute of Engineers Australia, and with qualifications admitting to MIEAust and National Professional Engineers Register;
- (f) knowledge of Australian Standards applicable to the Temporary Works that are required to be designed under the terms of this deed (including the SWTC); and
- (g) at least 5 years' experience in undertaking the checking of temporary works design in the past 10 years.

SCHEDULE A9
Macquarie's Personnel

1. Principal's Acknowledgement

The Principal acknowledges that changes to the qualifications, experience and engagement of the personnel referred to in this Schedule A9 can be made with the consent of the Principal (acting reasonably) to address the specific requirements of the Project.

2. Macquarie's Representative

- (a) Macquarie's Representative must possess a recognised qualification relevant to the position and Macquarie's Activities and be experienced in the design, construction and project management of large projects similar to the Project Works and Temporary Works.
- (b) Macquarie's Representative must at all times have:
 - (i) authority to act on behalf of and bind Macquarie in respect of Macquarie's Activities; and
 - (ii) a delegated financial authority of not less than [REDACTED] to bind Macquarie in any matter relating to Macquarie's Activities without the need to obtain any additional internal or corporate approvals from Macquarie.
- (c) Macquarie's Representative must be engaged full-time during the design phase of the Project Works and the Temporary Works and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works.
- (d) At the date of this deed, Macquarie's Representative is [REDACTED]

3. Design Manager

- (a) The Design Manager must possess a recognised engineering qualification relevant to the position and Macquarie's Activities and have at least fifteen years' experience in the overall management and co-ordination of multi-disciplinary design teams on large projects similar to the Project Works and Temporary Works, including experience in greenfields rail stations delivery.
- (b) The Design Manager must manage and co-ordinate Design Documentation and construction documentation in accordance with the requirements of this deed (including the SDD Program).
- (c) At the date of this deed, the Design Manager is [REDACTED]

4. MEP Engineering Manager -

- (a) The MEP Engineering Manager must possess a recognised engineering qualification relevant to the position and Macquarie's Activities and have at least ten years' experience in the overall management and co-ordination of MEP design teams on large projects similar to the Project Works
- (b) The MEP Engineering Manager must be full-time during the design phase and on or around the Construction Site during the construction phase of the Project Works and Temporary Works.

(c) At the date of this deed, the MEP Engineering Manager is [REDACTED]

5. Construction Manager

(a) The Construction Manager must possess a recognised engineering qualification relevant to the position and Macquarie's Activities and have at least fifteen years' experience in the overall management of construction on large projects similar to the Project Works and Temporary Works.

(b) The Construction Manager must be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works and must at all times have appropriate delegated authority to act on behalf of Macquarie in respect of Macquarie's Activities.

(c) At the date of this deed, the Construction Manager is [REDACTED]

6. Quality Manager

(a) The Quality Manager must:

(i) possess a recognised qualification relevant to the position and Macquarie's Activities and have recent relevant experience in quality management on projects similar to the Project Works and the Temporary Works;

(ii) have at least fifteen years' quality management experience, with extensive experience in the development and implementation of quality management systems and plans;

(iii) be available as the Principal's Representative's primary contact with Macquarie on quality matters;

(iv) give the Principal's Representative access to information and personnel on quality matters and encourage a culture of disclosure and open discussion in respect of quality at all levels;

(v) be responsible for an induction and training program for all personnel involved in the performance of Macquarie's Activities;

(vi) be responsible for and have the authority to develop the Quality Plan;

(vii) be given authority by Macquarie to act freely and independently and to stop the progress of the relevant part of Macquarie's Activities when any non-conformance with the quality requirements of this deed is identified and at specified Hold Points; and

(viii) be engaged full-time during the execution of Macquarie's Activities and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works with responsibilities limited to quality management of Macquarie's Activities.

(b) At the date of this deed, the Quality Manager is [REDACTED]

7. Commercial Manager

(a) The Commercial Manager must:

(i) possess a recognised qualification relevant to the position and Macquarie's Activities and be experienced in the management of commercial issues on major civil construction projects;

- (ii) have at least ten years commercial management experience on major building/infrastructure construction projects;
- (iii) have recent relevant experience in effectively negotiating and communicating at a senior level with clients on major construction projects;
- (iv) be available as the Principal's Representative's primary contact with Macquarie on contractual and commercial matters; and
- (v) must at all times have appropriate delegated authority to act on behalf of Macquarie in respect of contractual and commercial matters.

(b) At the date of this deed, the Commercial Manager is [REDACTED]

8. Projects Controls Manager

(a) The Project Controls Manager must:

- (i) possess a recognised qualification relevant to the position and Macquarie's Activities and be experienced in the management of programing, reporting and risk management functions on major construction projects;
- (ii) have at least ten years project controls management experience on major civil construction projects;
- (iii) be available as the Principal's Representative's primary contact with Macquarie on project controls matters; and
- (iv) must at all times have appropriate delegated authority to act on behalf of Macquarie in respect of project controls matters.

(b) At the date of this deed, the Project Controls Manager is [REDACTED]

9. Stakeholder and Community Relations Manager

The Stakeholder and Community Relations Manager must:

- (a) possess a recognised qualification relevant to the position and Macquarie's Activities and have recent relevant experience in community involvement on projects similar to the Project Works and Temporary Works and have an understanding of stakeholder and community attitudes and needs in relation to the Project Works and Temporary Works;
- (b) have at least fifteen years' communications and community relations experience, with extensive experience in the management of community liaison, consultation and communications on major infrastructure projects;
- (c) be available as the Principal's Representative's primary contact with Macquarie on stakeholder and community relations matters;
- (d) be experienced in the development and implementation of community involvement strategies and plans;
- (e) be experienced in and have an understanding of NSW government public affairs processes;
- (f) be responsible for a stakeholder and community relations induction and training program for all personnel involved in the performance of Macquarie's Activities;

- (g) be responsible for and have the authority to develop and implement the Community Communications Strategy; and
- (h) be engaged full-time during the execution of Macquarie's Activities and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works with responsibilities limited to stakeholder and community relations management of Macquarie's Activities and be available at all times:
 - (i) to take a proactive role in the stakeholder and community relations processes relating to Macquarie's Activities as set out in this deed; and
 - (ii) for contact by stakeholders and the community to answer questions and deal with complaints relating to Macquarie's Activities.

10. **Environmental Manager**

- (a) The Environmental Manager must:
 - (i) possess a recognised qualification relevant to the position and Macquarie's Activities and have recent relevant experience in environmental management on projects similar to the Project Works and Temporary Works;
 - (ii) have at least fifteen years' environmental management experience, with extensive experience in the preparation and implementation of environmental management systems and plans;
 - (iii) be available as the Principal's Representative's primary contact with Macquarie on environmental matters;
 - (iv) be experienced in regulatory liaison and consultation;
 - (v) be responsible for all environmental compliance matters associated with Macquarie's Activities;
 - (vi) be responsible for an environmental management induction and training program for all personnel involved in the performance of Macquarie's Activities;
 - (vii) be responsible for and have the authority to develop and implement the Construction Environmental Management Plan;
 - (viii) be given authority by Macquarie to act freely and independently, to require all reasonable steps to be taken to achieve environmental compliance, to avoid or minimise environmental impacts and to stop the progress of the relevant part of the Project Works, Temporary Works and Macquarie's Activities when any non-conformance with the environmental requirements of this deed is identified; and
 - (ix) be engaged full-time during the execution of Macquarie's Activities and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works with responsibilities limited to environmental management of Macquarie's Activities.
- (b) At the date of this deed, the Environmental Manager is [REDACTED]

11. **Sustainability Manager**

- (a) The Sustainability Manager must:
- (i) possess a recognised qualification relevant to the position and Macquarie's Activities and have recent relevant experience in sustainability management on projects similar to the Project Works and Temporary Works;
 - (ii) have at least five years' sustainability management experience, with previous experience in the provision of sustainability advice on the design and construction of engineering;
 - (iii) be available as the Principal's Representative's primary contact with Macquarie on sustainability matters;
 - (iv) be responsible for a sustainability induction and training program for all personnel involved in the performance of Macquarie's Activities;
 - (v) be responsible for and have the authority to develop and implement the Sustainability Management Plan; and
 - (vi) be engaged full-time during the execution of Macquarie's Activities and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works with responsibilities limited to sustainability management of Macquarie's Activities.
- (b) At the date of this deed, the Sustainability Manager is [REDACTED]

12. **Safety Manager**

- (a) The Safety Manager must:
- (i) possess a bachelor's degree in health and safety or equivalent and have recent relevant work health and safety management experience on major infrastructure projects similar to the Project Works and Temporary Works;
 - (ii) have "Chartered" status with the Safety Institute of Australia or international equivalent (eg ASSE, IOSH etc);
 - (iii) have at least ten years' experience in work health and safety management on major building/infrastructure projects, with extensive experience in the preparation and implementation of work health and safety management systems and plans;
 - (iv) be available as the Principal's Representative's primary contact with Macquarie on work health and safety matters;
 - (v) be responsible for a work health and safety induction and training program for all personnel involved in the performance of Macquarie's Activities;
 - (vi) be responsible for and have the authority to develop and implement the Project Health and Safety Management Plan;
 - (vii) be given authority by Macquarie to act freely and independently, to direct that all reasonable steps be taken where safety compliance is at risk and to stop the progress of the relevant part of the Project Works, the Temporary Works or Macquarie's Activities when any non-conformance with the work health and safety requirements of this deed is identified; and

- (viii) be engaged full-time during the execution of Macquarie's Activities and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works with responsibilities limited to work health and safety management of Macquarie's Activities.

(b) At the date of this deed, the Lead Safety Manager is [REDACTED]

13. Traffic Manager

(a) Traffic Manager must:

- (i) possess a recognised qualification relevant to the position and Macquarie's Activities and have recent relevant work experience in a traffic management position on large projects similar to the Project Works and Temporary Works in a confined CBD environment;
- (ii) have a minimum of 10 years traffic management experience, with extensive experience in the preparation and implementation of construction traffic management plans and traffic control plans;
- (iii) have experience in regulatory liaison and consultation;
- (iv) be given authority by Macquarie to act freely and independently, to require all reasonable steps be taken to avoid or minimise adverse traffic impacts and to stop the progress of the relevant part of the Project Works, the Temporary Works or Macquarie's Activities when any non-conformity with the traffic management requirements of this deed is identified; and
- (v) be full-time on or around the Construction Site during the construction phase of Macquarie's Activities with responsibility for the management of traffic and must at all times have appropriate delegated authority to act on behalf of Macquarie in respect of Macquarie's Activities and be available at all times for matters regarding road occupancy licences.

(b) At the date of this deed, the Traffic Manager is [REDACTED]

14. Workforce Development and Industry Participation Manager

(a) The Workforce Development and Industry Participation Manager must:

- (i) possess a university degree in human resources, organisational development or education;
- (ii) have at least 10 years' training and/or learning and development work experience in a similar role within the rail or civil construction industry;
- (iii) have demonstrable and significant experience dealing at a strategic level with education providers, RTOs and skill services organisations;
- (iv) have experience:
 - (A) managing or delivering nationally accredited programs within recognised industry training packages;
 - (B) delivering workforce development requirements within infrastructure projects;
 - (C) working with the implementation and delivery of diversity and inclusion programs; and

- (D) liaising with state and federal agencies in relation to accessing funding opportunities related to training;
 - (v) have high level communication skills, including the ability to effectively work within a team, liaise with community and engage with stakeholders; and
 - (vi) have excellent communication and leadership skills.
- (b) At the date of this deed, the Workforce Development and Industry Participation Manager is [REDACTED]

15. Aboriginal Participation Manager

- (a) The Aboriginal Participation Manager must:
- (i) possess a Certificate IV or equivalent qualification in training and assessment;
 - (ii) have demonstrable knowledge and understanding of Aboriginal communities and their cultures and an understanding of the issues affecting Aboriginal people; and
 - (iii) have high level communication and mentoring skills, including the ability to effectively work within a team, liaise with community and engage with stakeholders.
- (b) At the date of this deed, the Aboriginal Participation Manager is [REDACTED]

16. Interface and Integration Manager

- (a) The Interface and Integration Manager must:
- (i) possess a recognised qualification relevant to the position and Macquarie's Activities and have recent relevant work experience in the management of interfaces between engineering disciplines and between multiple contractors on the same construction site including the oversight of multiple systems integration;
 - (ii) have a minimum of 10 years' relevant experience;
 - (iii) be full-time on or around the Construction Site during the construction phase of Macquarie's Activities with responsibility for the management of all interfaces and integration activities, including leadership of Site Integration Team. This will include co-ordination of the required input from Rail Contractors and management of the integrated plan and schedule for the Station Works;
 - (iv) at all times have appropriate delegated authority to act on behalf of Macquarie in respect of Macquarie's Activities and be available at all times for matters regarding interface and integration management.
- (b) At the date of this deed, the Interface and Integration Manager is [REDACTED]

17. Testing and Commissioning Manager

- (a) The Testing and Commissioning Manager must:

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- (i) possess a recognised qualification relevant to the position and Macquarie's Activities and have recent relevant work experience in the management of testing and commissioning of building and rail infrastructure facilities;
 - (ii) have a minimum of 10 years' relevant experience; and
 - (iii) at all times have appropriate delegated authority to act on behalf of Macquarie in respect of Macquarie's Activities and be available at all times for matters regarding testing and commissioning.
- (b) At the date of this deed, the Testing and Commissioning Manager is [REDACTED]

**SCHEDULE A10
Subcontractor Warranties**

Equipment	Beneficiary (other than the Principal, Macquarie and DevCo)	Warranty Period		
Structural Works				
Structural concrete				
Structural steel				
Waterproofing membranes				
Architectural Works				
Architectural grade steelwork including screens, framing systems, custom balustrades, handrails, and fabricated metalwork such as access walkways				
Electrical				
Uninterrupted power Supply (not including batteries)				
Uninterrupted power supply (batteries only)				
Electrical equipment and fittings including light fittings				
Electrical and data cables				
Services and systems				
Building systems and services				
Fire protection				
Fire extinguishers				
Smoke and thermal detectors				
Gas suppression				
Surface Finishes				
Exterior paint finishes including painting to structural steel and clear sealer/anti-graffiti coating				
Steel coatings other than paintwork including powder coating				
Hot dip galvanising				

SCHEDULE A11
Form of Subcontractor Warranties

THIS DEED POLL is made the _____ day of _____ 20

TO: **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 (**the Principal**);

[] (**ABN** []) of [], [] (**Macquarie**); and

[] (**ABN** []) of [], [] (**DevCo**),

(together the **Beneficiaries**)

BY: That person described in Item 1 of the Schedule (**Warrantor** which expression will include that person's successors and assigns).

BACKGROUND

- (A) The person described in Item 3 of the Schedule (**Macquarie**) is carrying out the Martin Place Metro Station works component of the Sydney Metro City & Southwest (**Project**) under the deed described in Item 5 of the Schedule (**Deed**).
- (B) The Warrantor has supplied the items described in Item 2 of the Schedule (**Equipment**) to the person described in Item 4 of the Schedule (**Macquarie's Subcontractor**) pursuant to the contract between the Warrantor and Macquarie's Subcontractor (**Warrantor Contract**).
- (C) It is a requirement imposed by the Principal under the Deed that Macquarie procures the Warrantor to give the following warranties in favour of the Beneficiaries with respect to the Equipment.

OPERATIVE

1. The Warrantor:
 - (a) warrants to the Beneficiaries that the Equipment will be to the quality and standard stipulated by the Warrantor Contract and will be of merchantable quality and fit for the purpose for which it is required; and
 - (b) gives the warranty more particularly set out in Item 6 of the Schedule with respect to the Equipment.

The above warranties are in addition to and do not derogate from any warranty implied by law in respect of the Equipment.

2. The Warrantor warrants to each Beneficiary that it will repair and/or replace so much of the Equipment as:
 - (a) is found to be of a lower quality or standard than that referred to in clause 1; or
 - (b) shows deterioration of such extent that in the opinion of either Beneficiary (acting reasonably) the Equipment ought to be made good or replaced in order to achieve fitness for the purpose for which it is required in accordance with the terms of the Warrantor Contract,within the period described in Item 7 of the Schedule.

3. The Warrantor covenants to each Beneficiary that it will bear the cost of any work necessary to any part of the Project to enable the requirements of clause 2 to be carried out or to make good the Project afterwards.
4. The Warrantor acknowledges to the Beneficiaries that nothing contained in this Deed Poll is intended to nor will render the Beneficiaries in any way liable to the Warrantor in relation to any matters arising out of the Deed or otherwise.
5. This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Beneficiaries.
6. This Deed Poll shall be governed by and construed in accordance with the laws of the State of New South Wales.
7. The Warrantor irrevocably 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 Deed Poll, and waives any right it might have to claim that those courts are an inconvenient forum.
8. For the avoidance of doubt, this Deed Poll is enforceable by any of the Beneficiaries.
9. The aggregate of the Warrantor's liability to the Beneficiaries under this Deed Poll and the Warrantor's liability under the Warrantor Contract will not exceed the liability that the Warrantor would have had under the Warrantor Contract if the Warrantor Contract had named, as parties having the benefit of the performance of the obligations of the Warrantor:
 - (a) the Principal; and
 - (b) Macquarie.
10. The liability of the Warrantor under this Deed Poll is reduced to the extent that any failure to meet the quality and standard referred to in clause 1 or any defect(s) is caused or contributed to by:
 - (a) damage caused by third parties; and
 - (b) normal wear and tear.

SCHEDULE

- Item 1: [Name and address of Warrantor]
- Item 2: [Details of the Equipment]
(Background clause A)
- Item 3: **Macquarie Group Limited** ABN 94 122 169 279 of Level 6, 50 Martin Place, Sydney NSW 2000
(Background clause A)
- Item 4: an unincorporated joint venture between:
- 1 **Lendlease Building Pty Limited** ABN 97 000 098 162 of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000; and
 - 2 **Lendlease Engineering Pty Limited** ABN 40 000 201 516 of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000
- (Background clause A)
- Item 5: The deed titled "Martin Place Metro Station Project: Station Delivery Deed" entered into between the Principal and Macquarie on or about [*insert*]
(Background clause A)
- Item 6: [Detailed warranty of Warrantor]
(Clause 1)
- Item 7: [] years from the expiry of the Last Date of Completion as defined in the Deed.
(Clause 2)

Executed as a deed poll.

EXECUTED by **[NAME OF PARTY]** in accordance with s127 of the *Corporations Act 2001* (Cth):

Signature of director

Signature of company secretary/other director

Full name of director

Full name of company secretary/other director

**SCHEDULE A12
IDAR Panel Agreement**

IDAR Panel Agreement

This Agreement is made at _____ on the _____ day of _____ 20____
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:

[insert name] of [insert address] (**Chair**)

[insert name] of [insert address]

[insert name] of [insert address]

[insert name] of [insert address]

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 [Member] 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 [Member] 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 [Member] 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 [Member] 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:

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- (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, 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: **[to be completed]**

(ii) to the Members: **[to be completed]**

(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 5.00 pm (Sydney time) on a Business Day - on that Business Day; or

(ii) if it is transmitted after 5.00 pm (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

Full name of witness

Signature of [insert position]

Name of [insert position]

Signed by [Member] in the presence of:

Signature of Witness

Name of Witness in full

Signature

Signed by [Member] in the presence of:

Signature of Witness

Name of Witness in full

Signature

Signed by [Member] in the presence of:

Signature of Witness

Name of Witness in full

Signature

Signed by [Member] 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 [2018/2019]

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:
[insert name] of [insert address]
[insert name] of [insert address]
[insert name] of [insert address]
[insert name] of [insert address]
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 Project Works and the Construction Site in the company of representatives of both parties to the relevant Project Contract. Any areas of the Project 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

Item	Name	Subject-matter area
1.		
2.		

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 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.	(Chair only) 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:

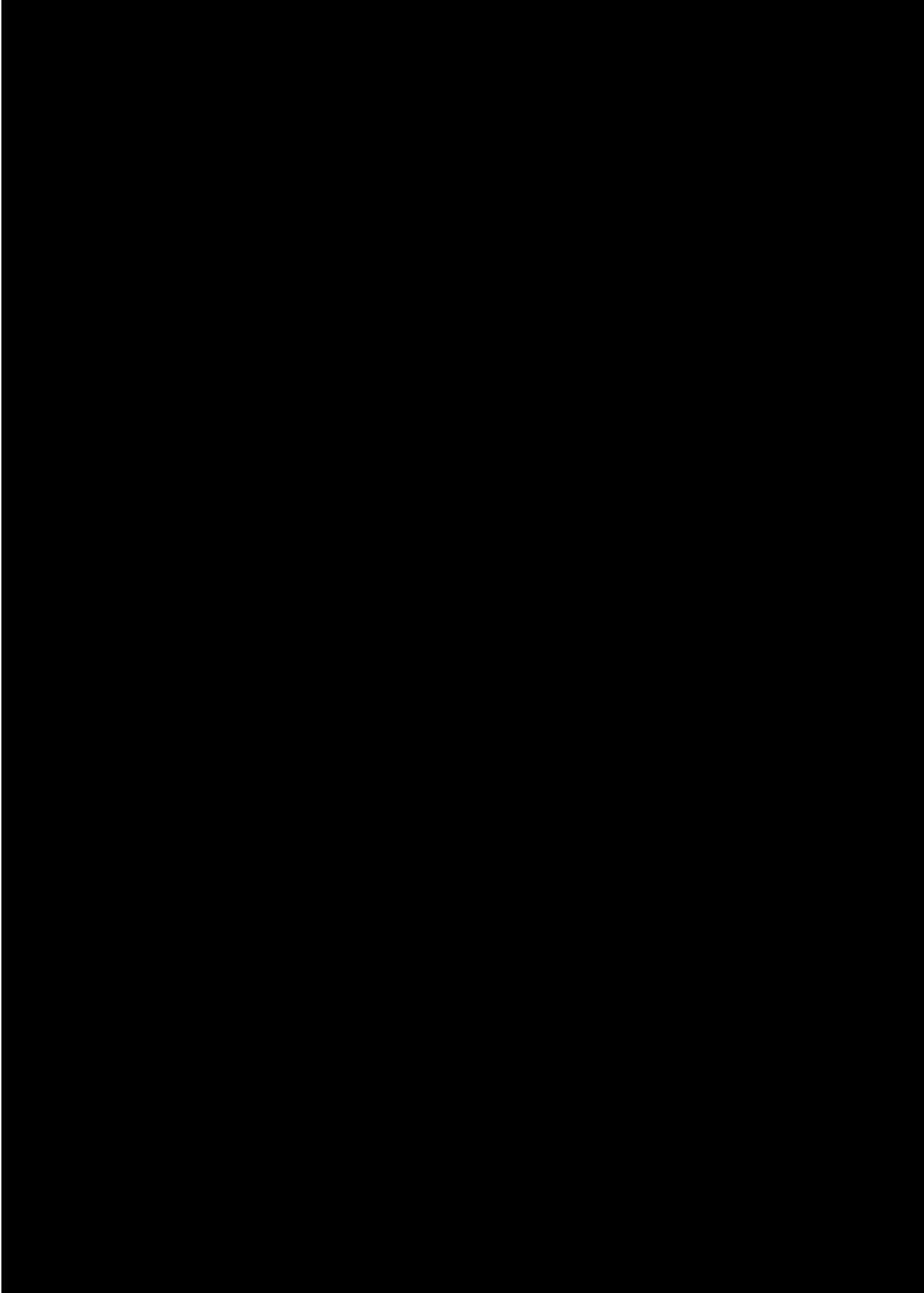
Signature of Witness

Signature

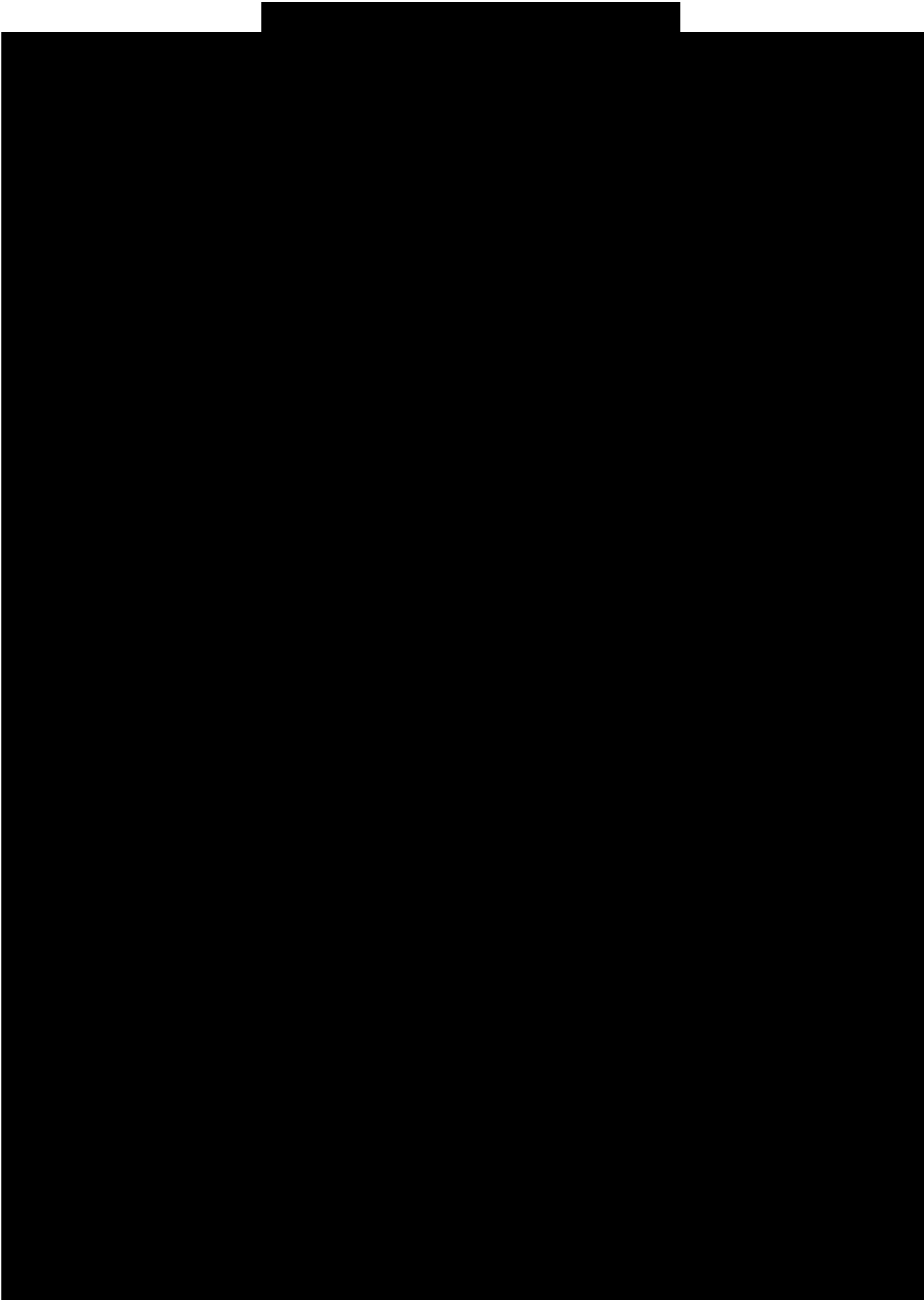
Name of Witness in full

[Execution blocks for each Project Contractor to be inserted as required.]

**Schedule A13
SWTC Reliance Provisions**



SCHEDULE A14



**SCHEDULE A15
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~~.

1. **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, Macquarie and any other party that accedes to the agreement from time to time.

"Member" has the meaning given in the IDAR Panel Agreement.

"Party A" has the meaning given in the Station Delivery Deed.

"Party B" has the meaning given in the Station Delivery Deed.

"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.

"Station Delivery Deed" means the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" between the parties.

"Subject-Matter Expert" means those persons listed in Schedule 3 to the IDAR Panel Agreement.

2. RULE 2 Appointment of the Expert

- 1. Unless otherwise agreed in writing by the parties, the Process shall be conducted:
 - (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~~person~~ nominated by the Australian Centre for International Commercial Arbitration (**ACICA**),

who accepts appointment as Expert.

- 2. Rule 2.2 is deleted in its entirety.
- 3. [no modification]
- 4. [no modification]
- 5. [no modification]

3. RULE 3 Agreement to be bound

- 1. [no modification]
- 2. Rule 3.2 is deleted in its entirety.

4. RULE 5 Role of the Expert

- 1. The Expert shall determine the Dispute as an expert in accordance with these Rules, the Station Delivery Deed, 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]

5. 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.

6. 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 Station Delivery Deed.

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]

7. RULE 12 Waiver of Right to Object

Rule 12 is deleted in its entirety.

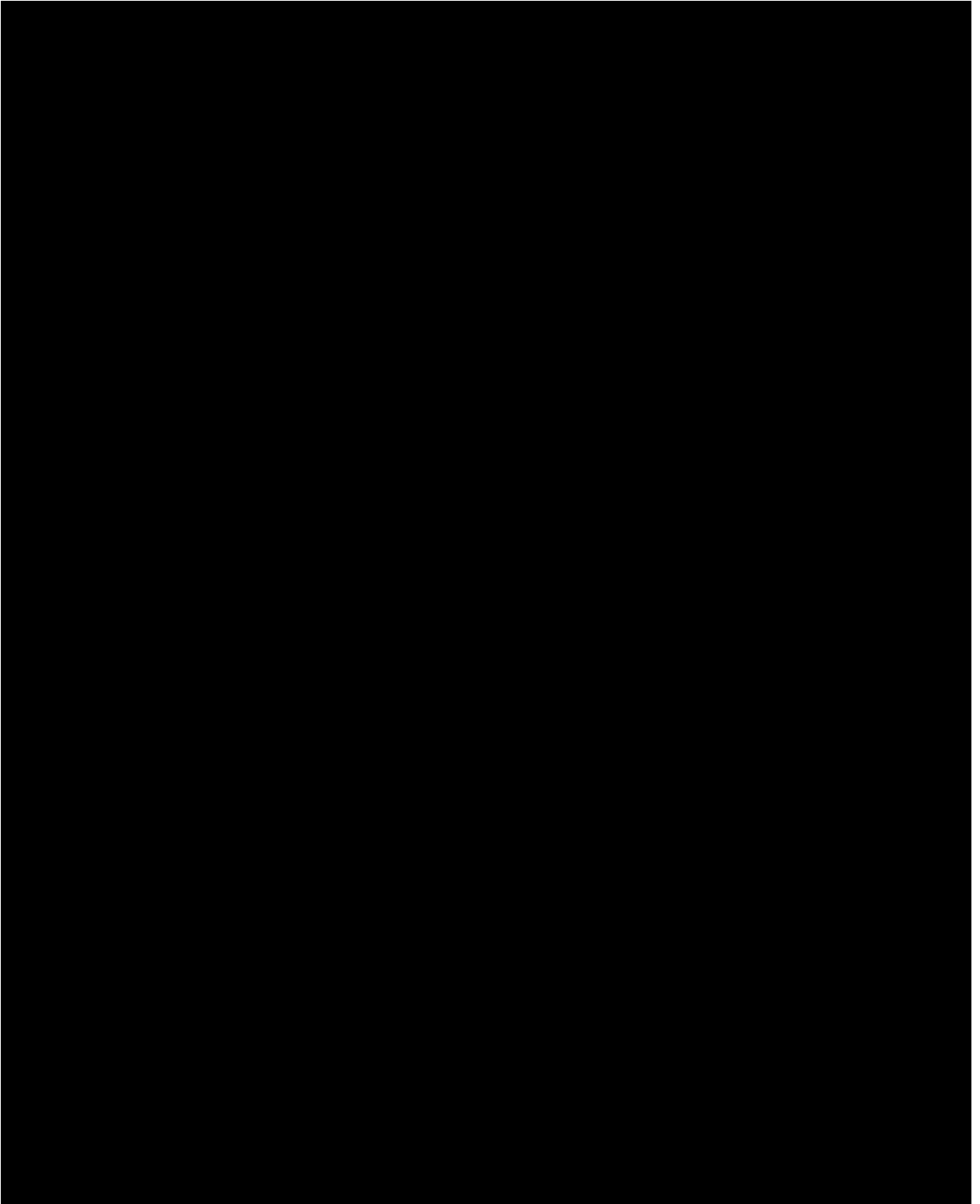
8. RULE 14 Extension of Limitation Period

Rule 14 is deleted in its entirety.

9. **SCHEDULE B**

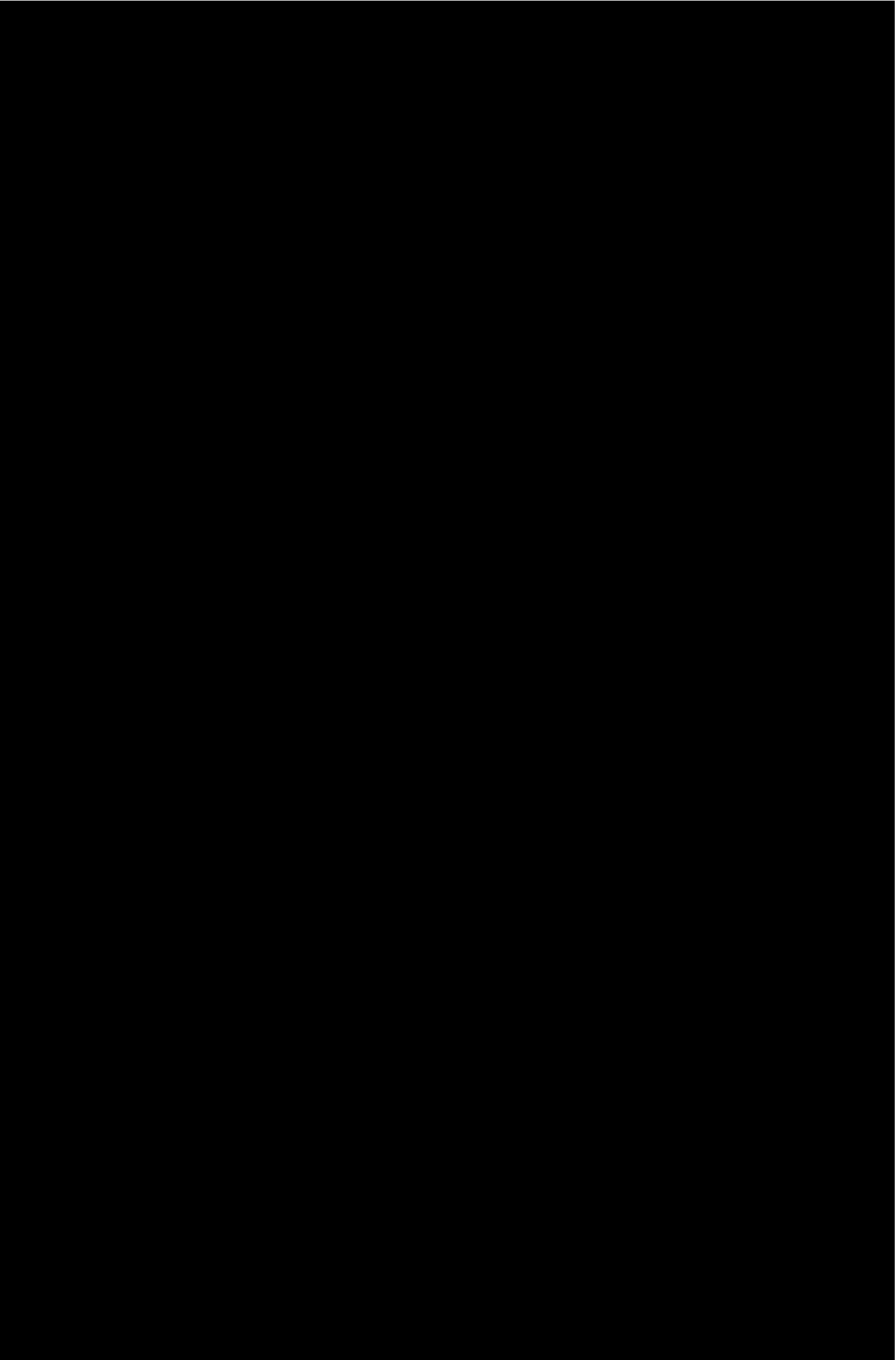
1. The reference to "twenty one (21) days" is replaced by "ten Business Days".
2. The reference to "twenty one (21) days" is replaced by "twenty Business Days".
3. The reference to "twenty one (21) days" is replaced by "five Business Days".
4. [no modification]
5. [no modification]
6. [no modification]
7. [no modification]
8. [no modification]

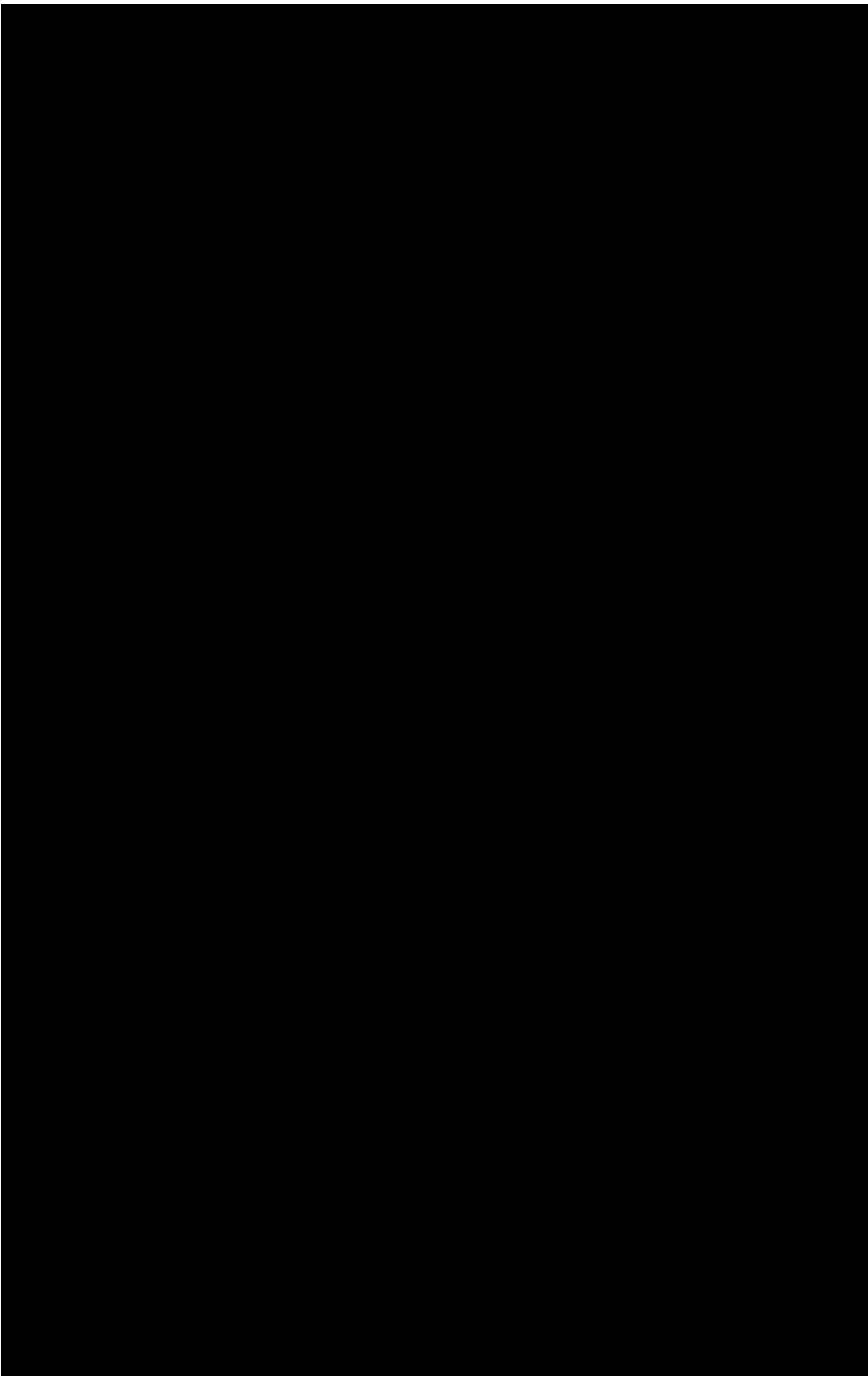
Schedule A16 – TSE Adjustment Works



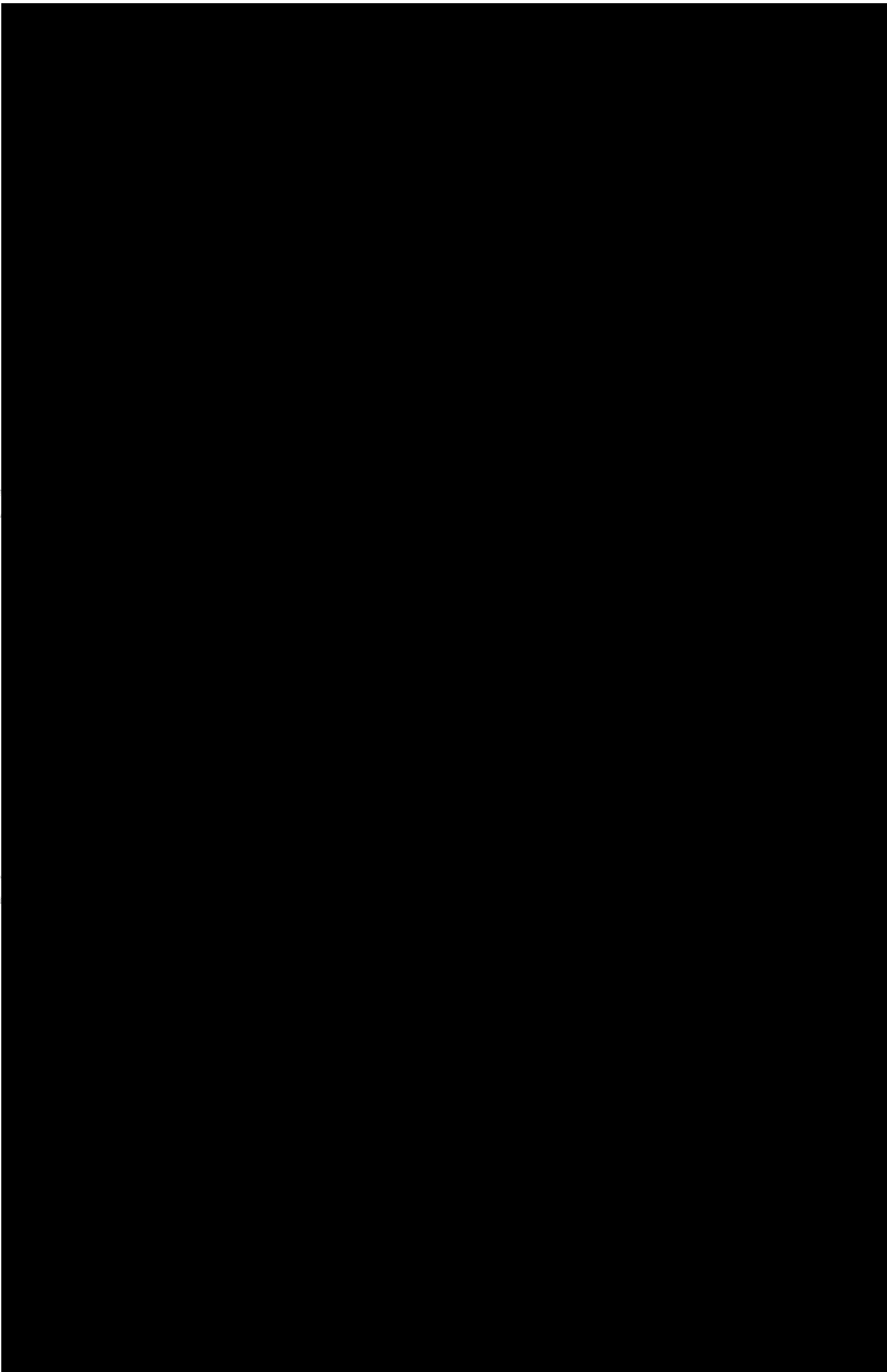


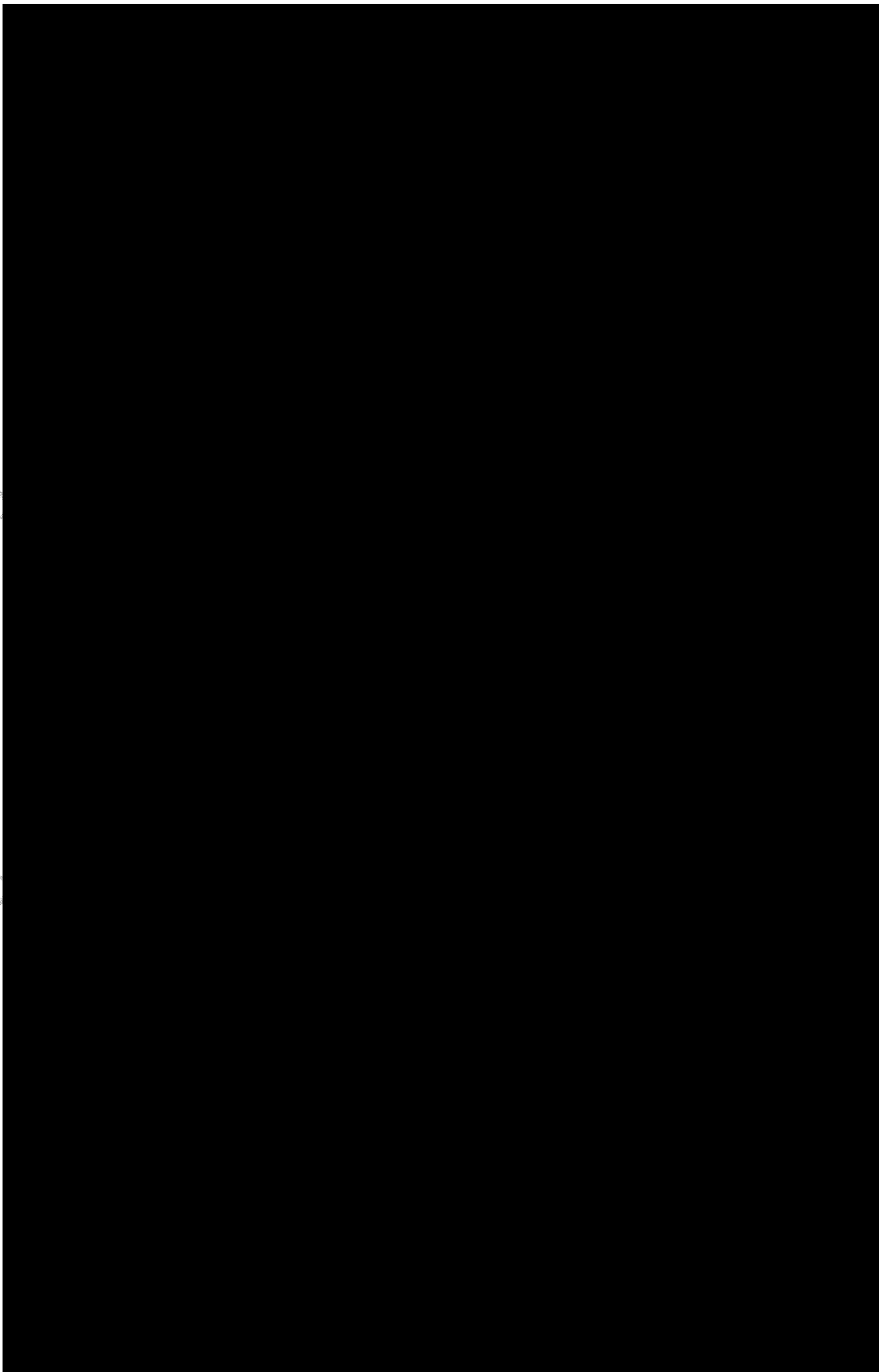


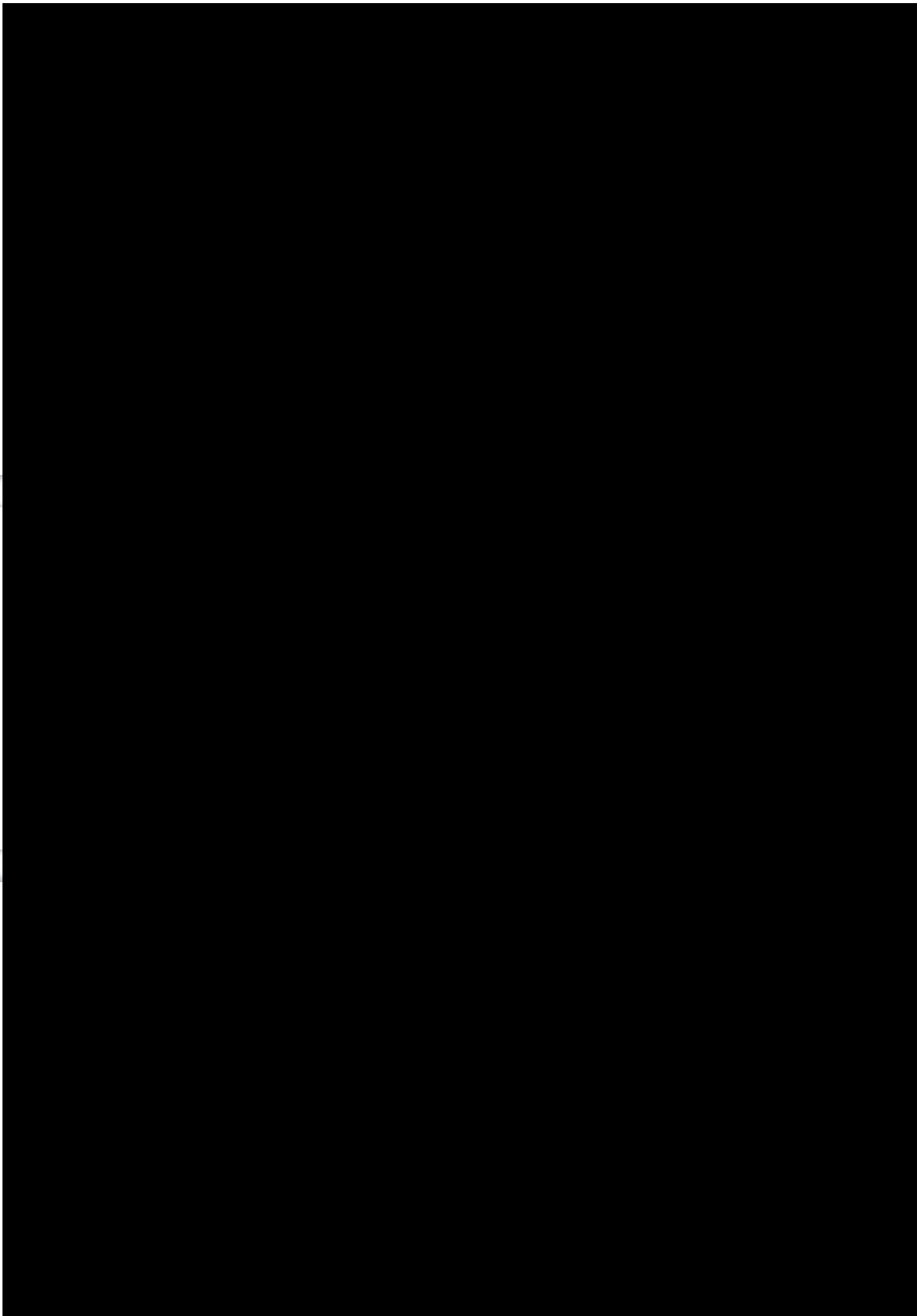


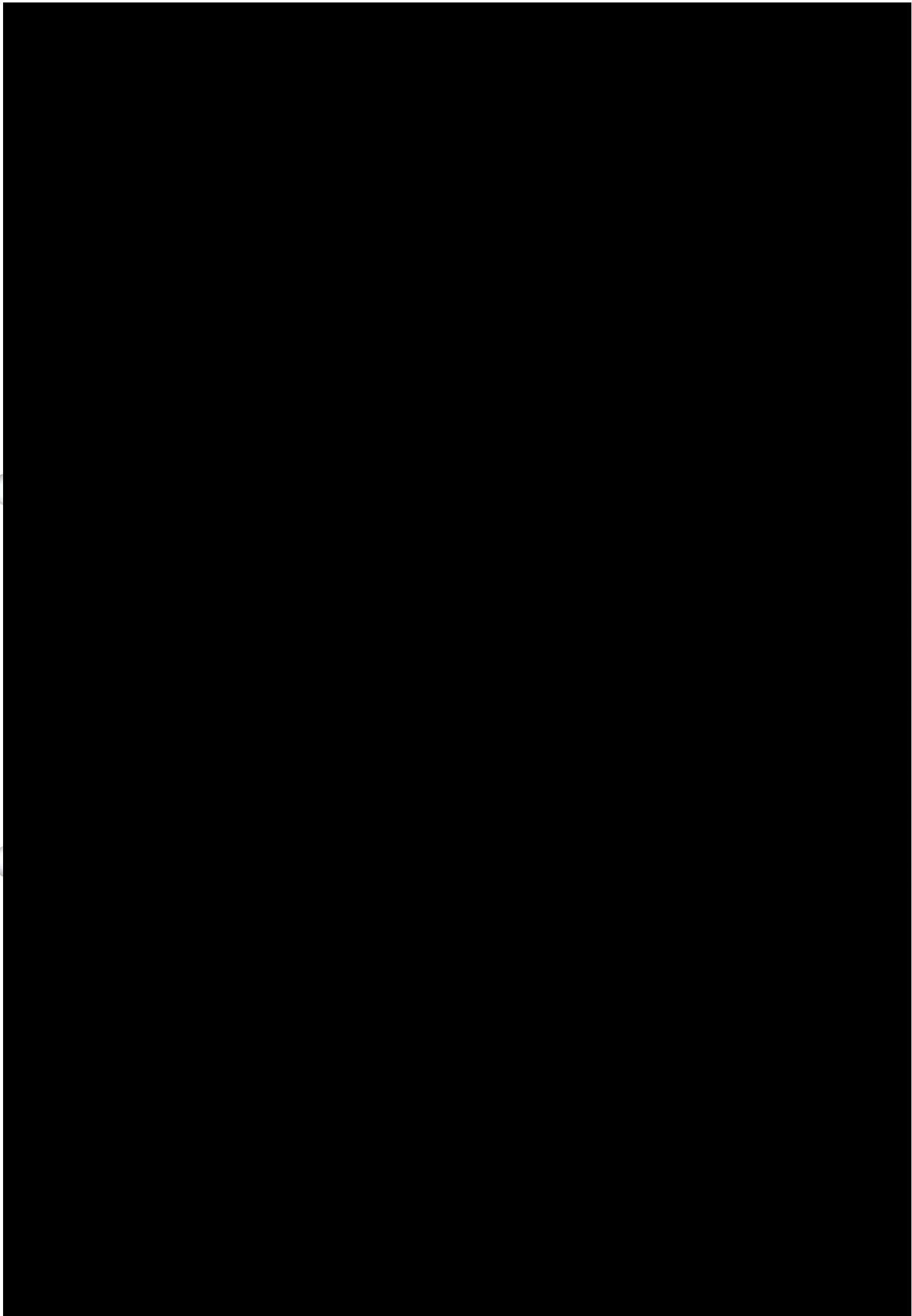


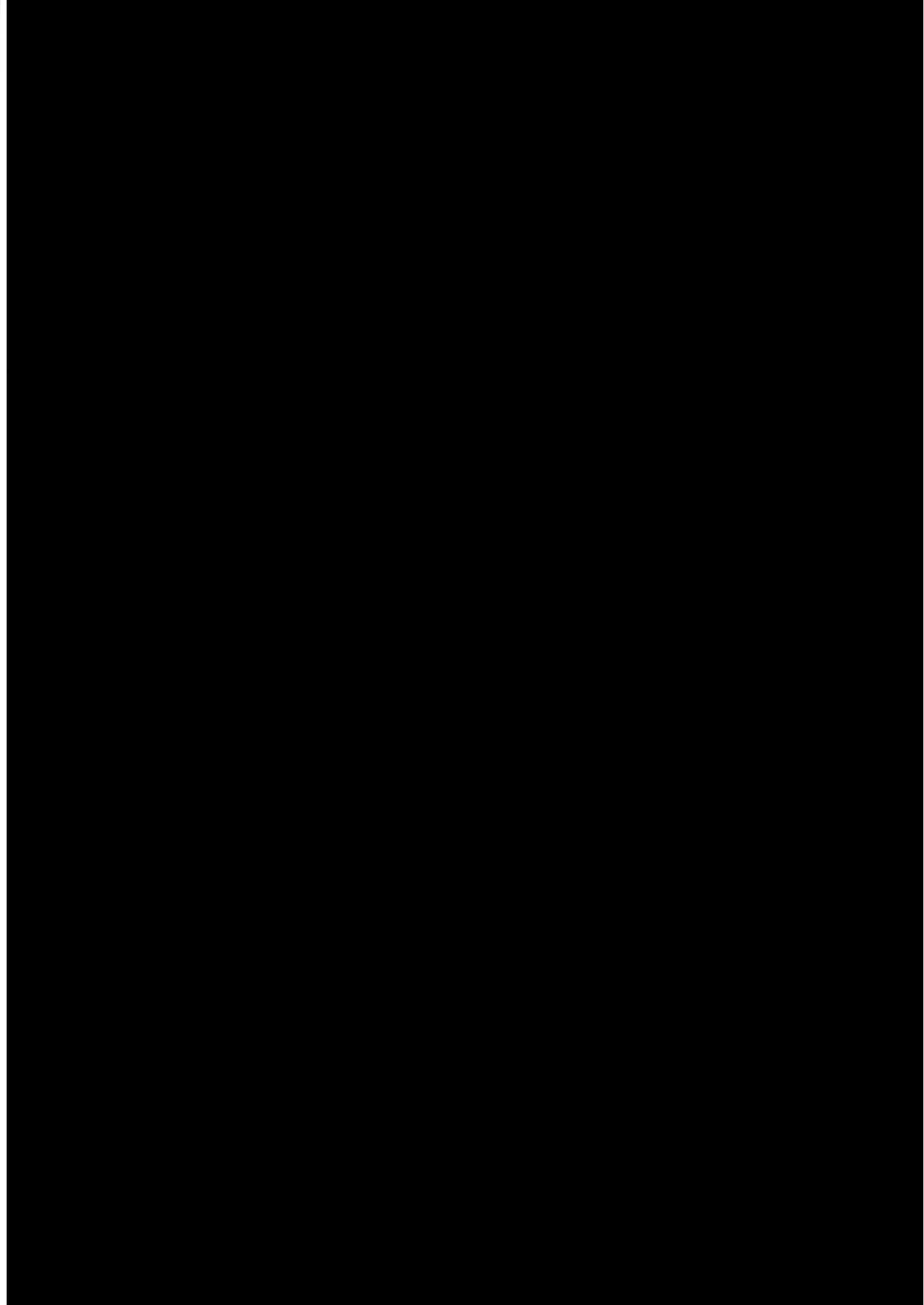


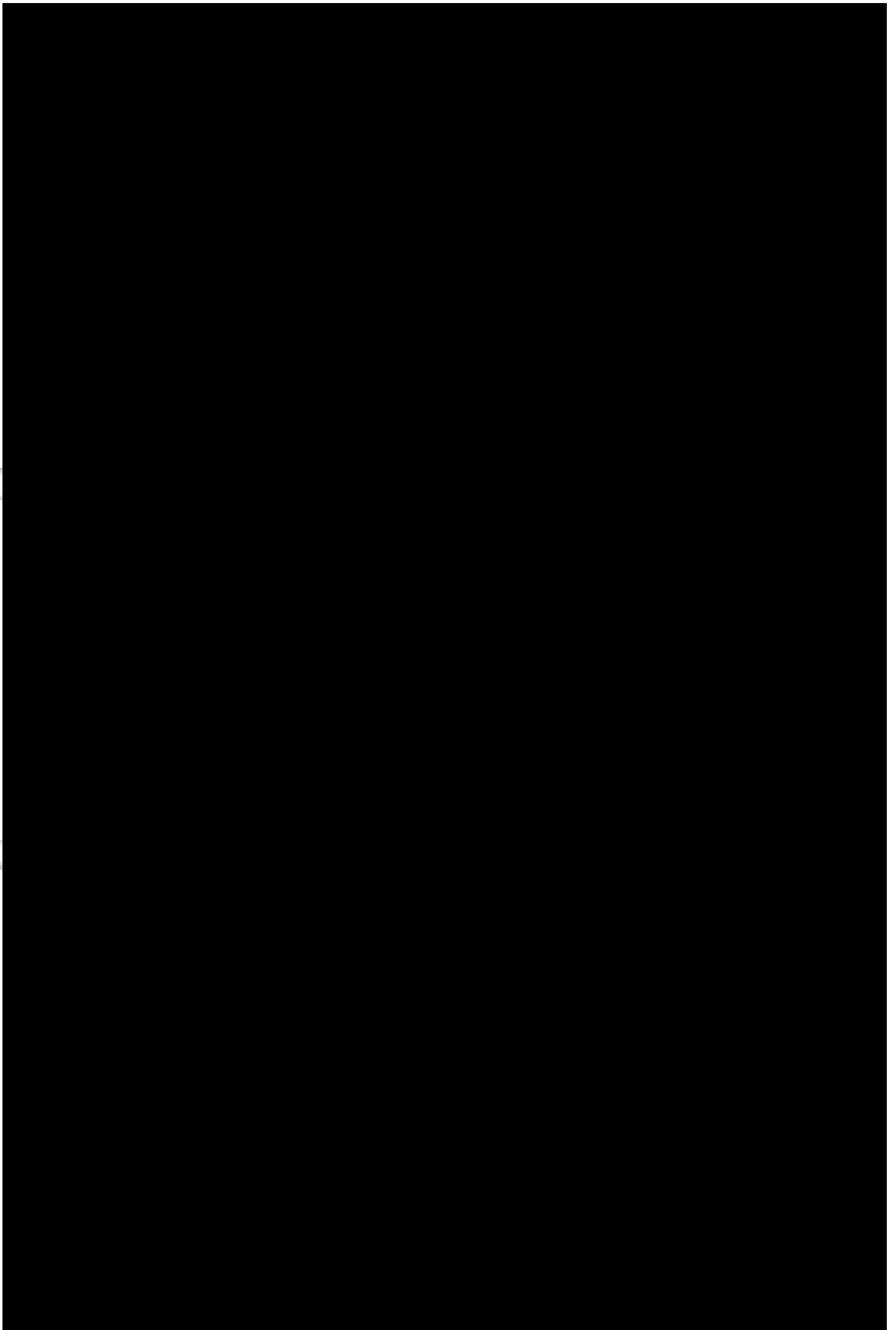


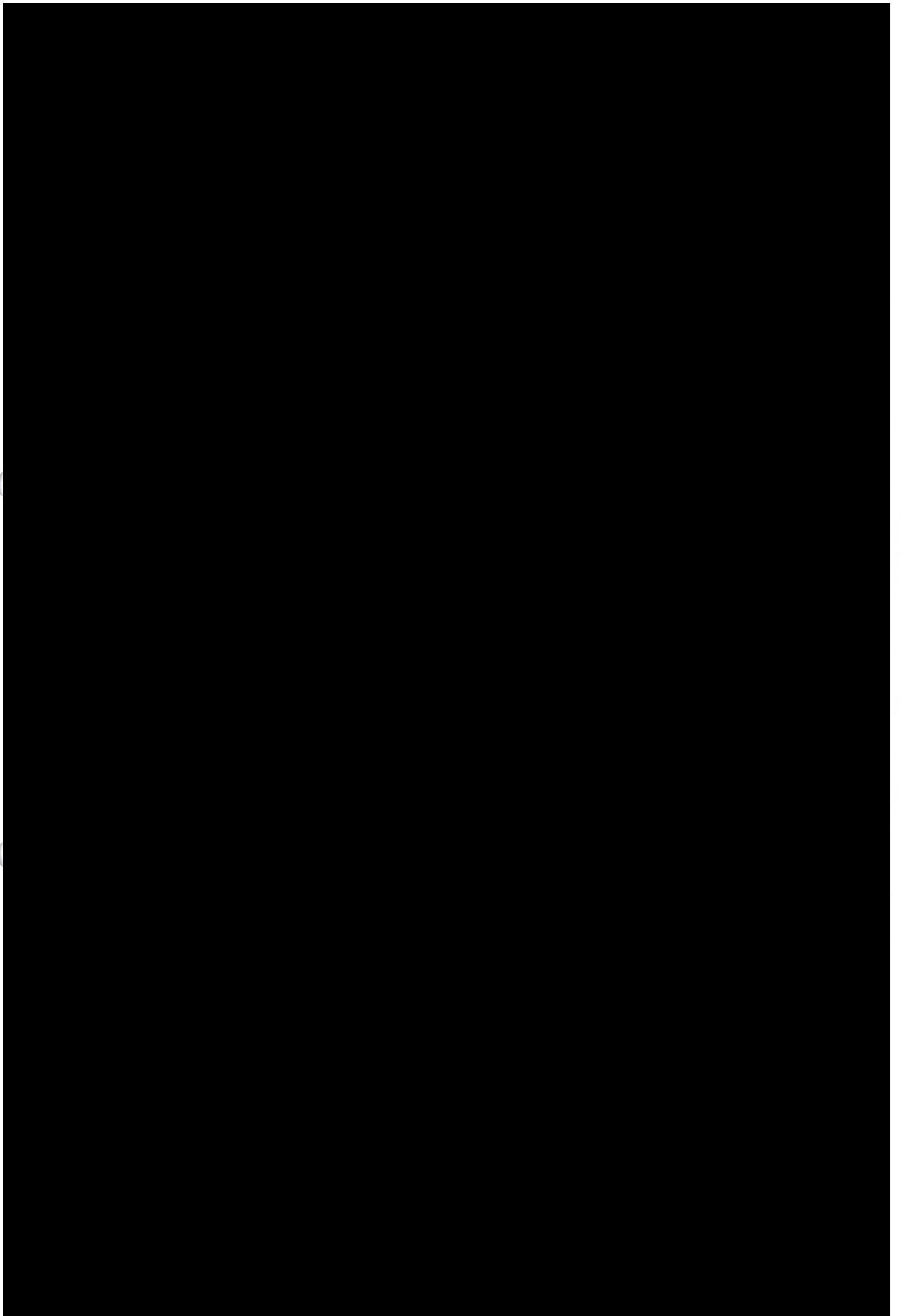


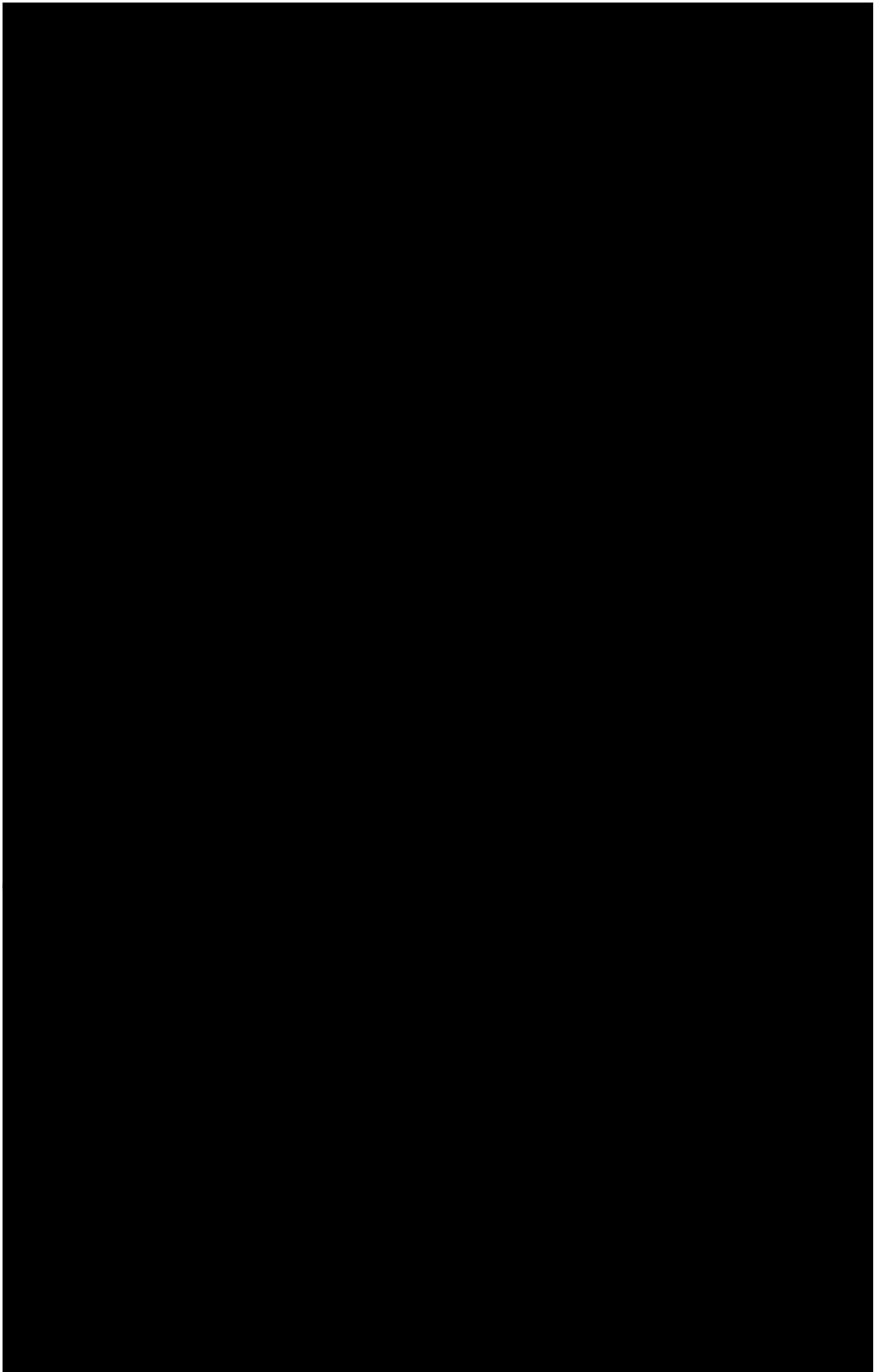


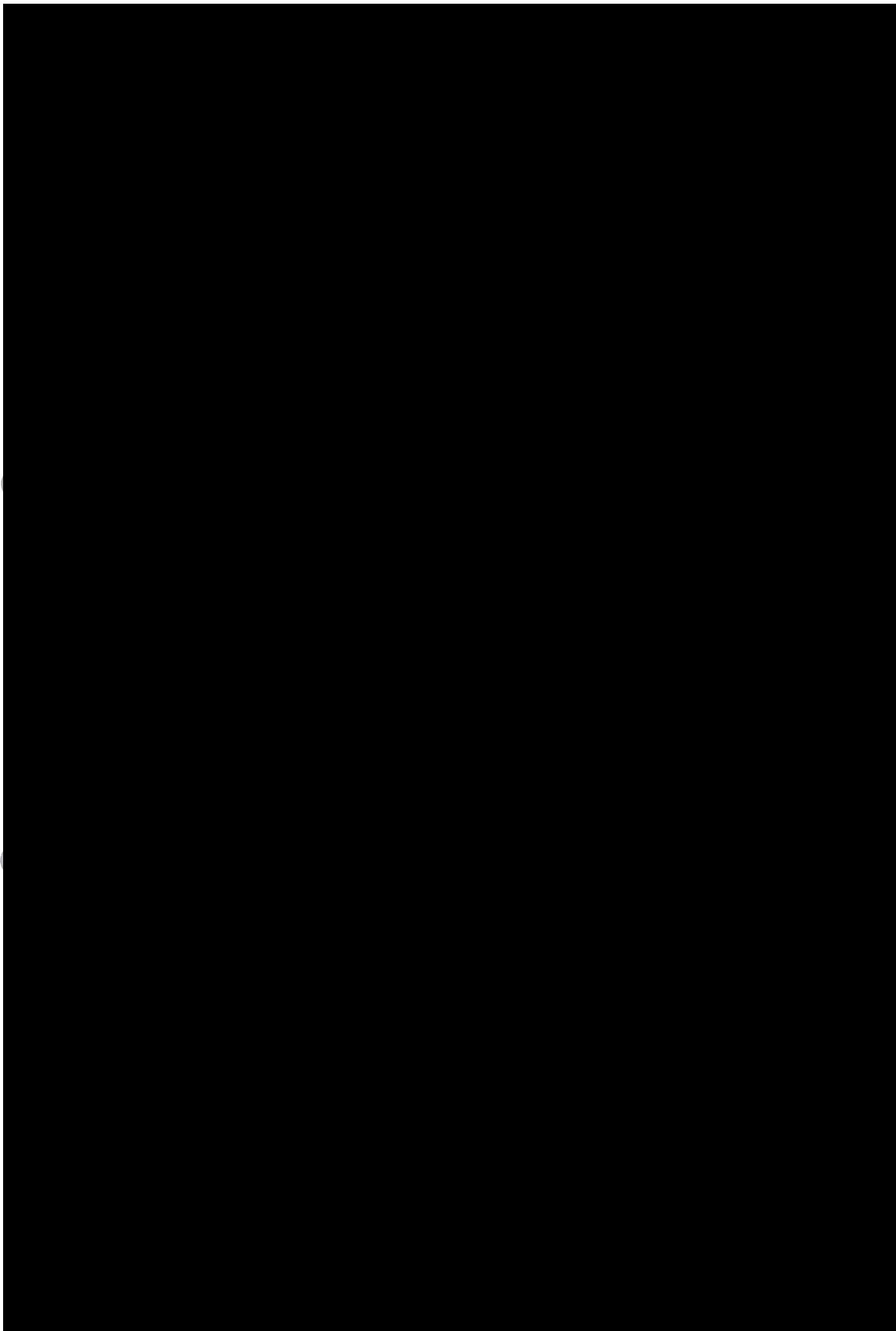




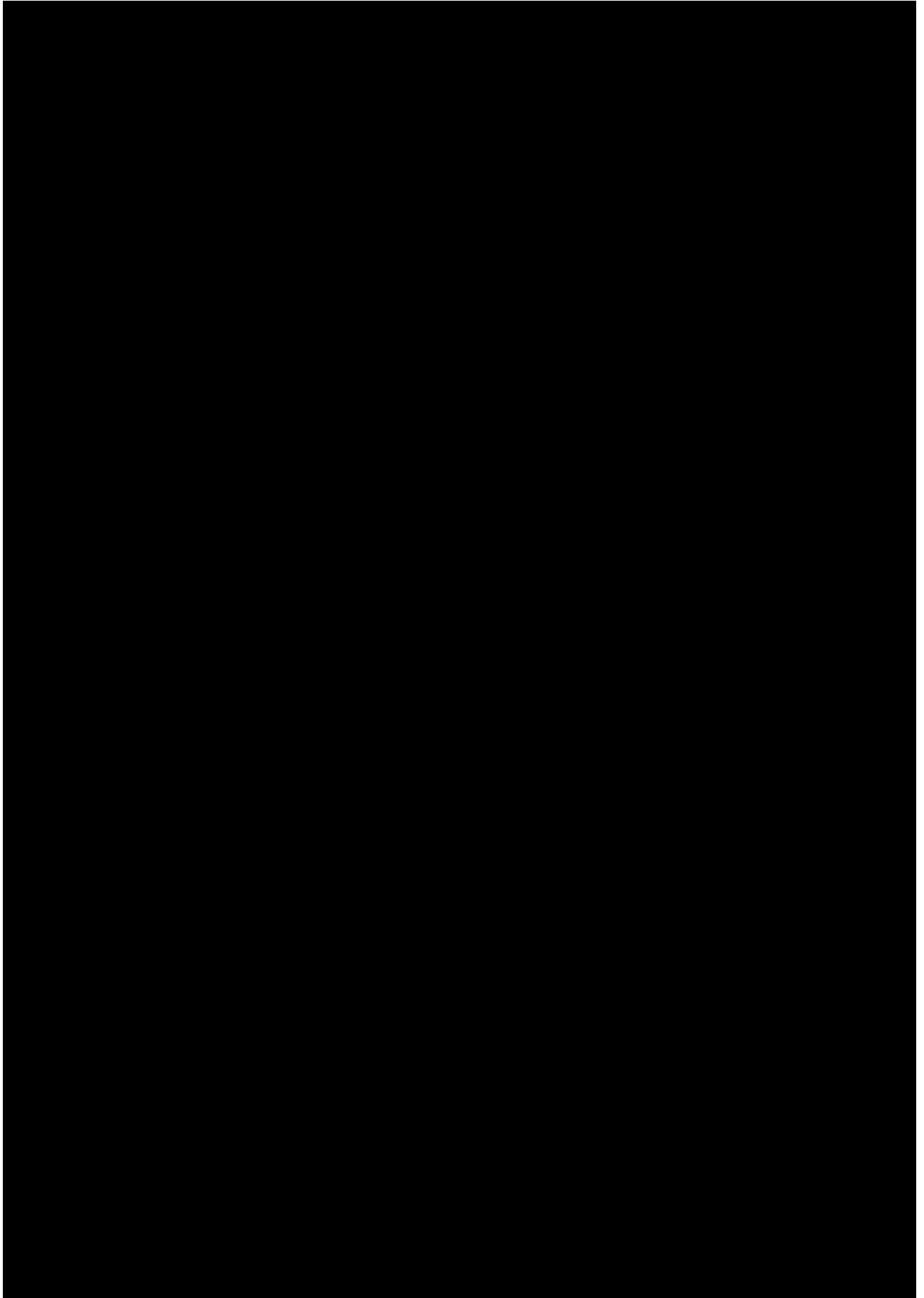


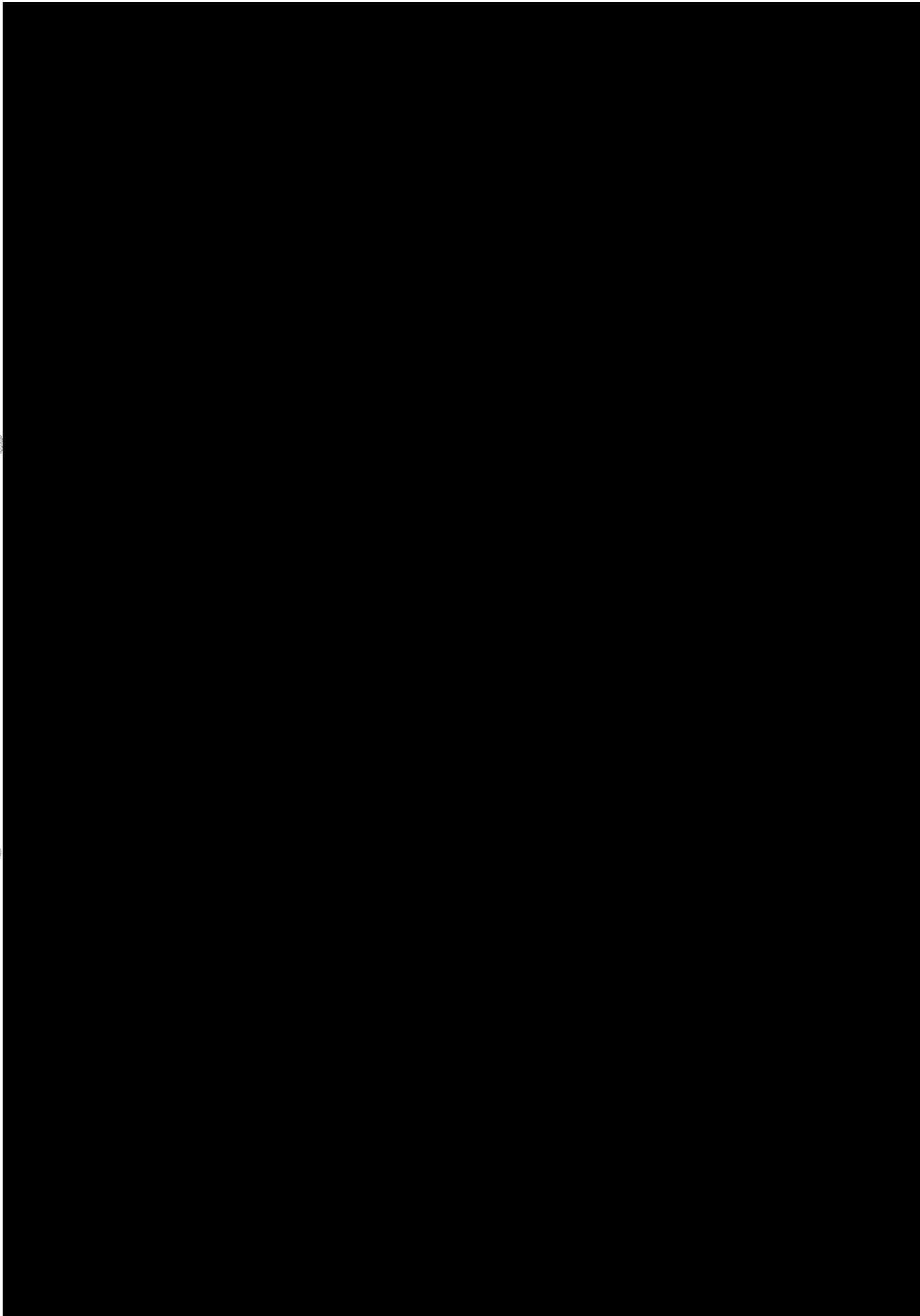


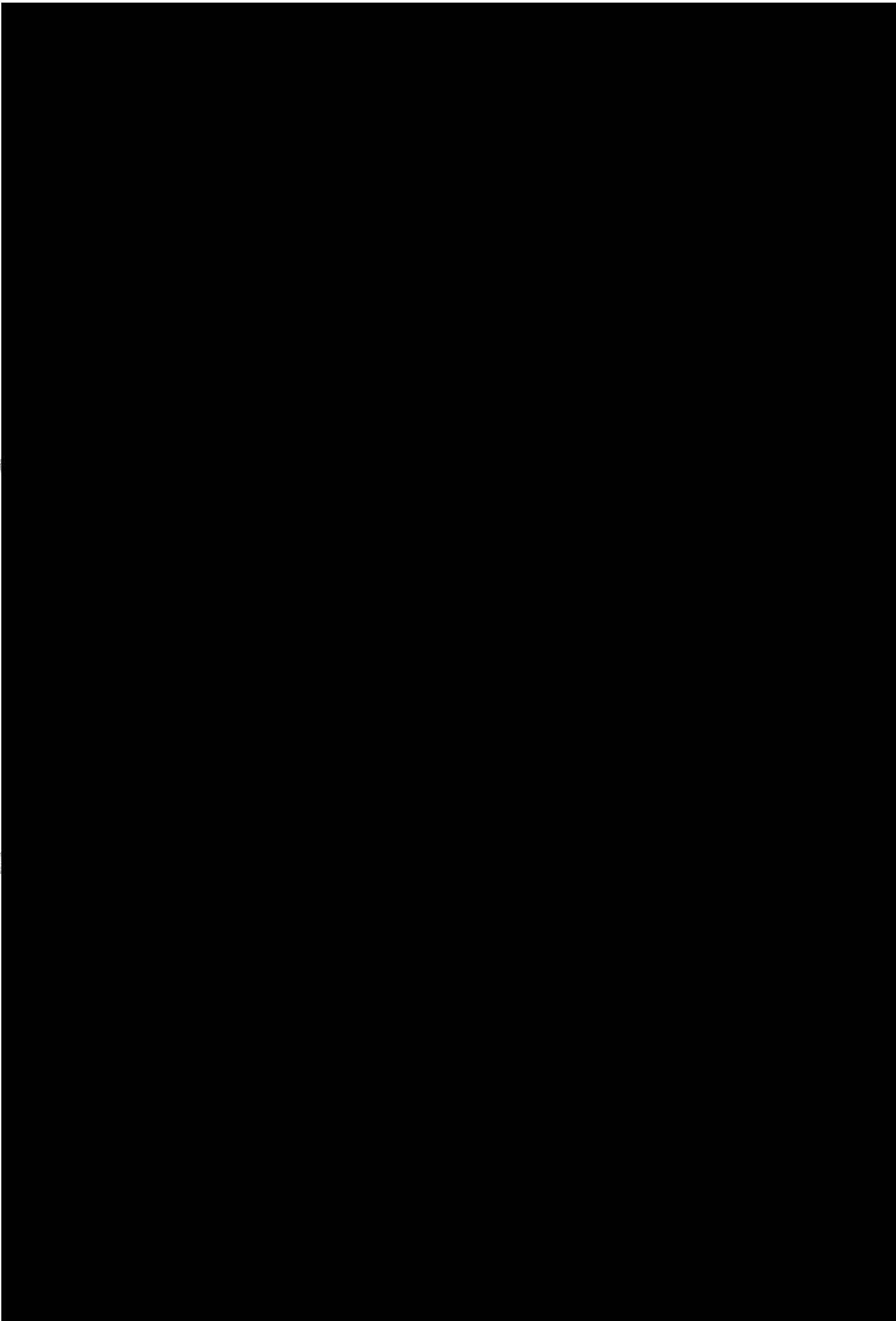




**SCHEDULE A17
COLLATERAL WARRANTY DEED POLL**







SCHEDULE A18
Construction Completion and Completion

1. **Completion**

Completion means, in respect of a Portion (other than Portion 1), the stage in the execution of Macquarie's Activities when:

- (a) that Portion is complete in accordance with this deed except for any:
 - (i) works within the areas described in the definition of OSD Entrance Works which are to be completed as part of the OSD Developer's Activities under the OSD PDA (but excluding the OSD Entrance Works themselves, which must be completed for the purposes of Completion);
 - (ii) Minor Defects referred to in paragraph (c)(ii) of the definition of "Minor Defect";
 - (iii) Accepted Defects referred to in paragraph (c)(ii) of the definition of "Accepted Defect";
 - (iv) Agreed Defects referred to in paragraph (c)(ii) of the definition of "Agreed Defect"; and
 - (v) outstanding ground plane finishes works to the South Tower as identified in the Southern Entrance Post Completion Plan in SWTC Appendix 4;
- (b) Macquarie has:
 - (i) rectified all Mandatory Defects referred to in paragraph (c)(ii) of the definition of "Mandatory Defects";
 - (ii) corrected all Minor Defects and Agreed Defects that are listed in the Notice of Construction Completion with respect to that Portion;
 - (iii) executed a certificate in the form of Schedule B22 for that Portion and provided it to the Principal's Representative and the Independent Certifier;
 - (iv) carried out and passed all Tests which are required under this deed to be carried out and passed prior to Completion of that Portion being achieved;
 - (v) carried out and passed all Tests which must necessarily be carried out and passed before that Portion can be used for its intended purpose and to verify that Portion is in the condition this deed requires it to be in at Completion of that Portion;
 - (vi) obtained all Approvals that it is required under this deed to obtain prior to Completion of that Portion being achieved and provided those Approvals to the Principal's Representative;
 - (vii) given to the Principal's Representative (with a copy to any of the Rail Contractors as required by the Principal) all documents or other information in respect of the design, construction, testing, commissioning, completion, occupation, use and maintenance of that Portion which:
 - (A) are required by this deed to be given to the Principal's Representative prior to Completion of that Portion being achieved; or

- (B) must necessarily be handed over before that Portion can be used for its intended purpose,

including copies of all documentation in accordance with the requirements of the SWTC;
- (viii) provided the training referred to in Appendix 50b to the SWTC to the reasonable satisfaction of the Principal's Representative;
- (ix) removed all Construction Plant from the parts of the Construction Site that relate to that Portion, other than:
 - (A) where the Principal's Representative has given a notice under clause 29.2 to carry out Interface Management Services after Completion of that Portion, any Construction Plant required to carry out those Interface Management Services; and
 - (B) any Construction Plant necessary to facilitate the handover of that Portion to the Principal or which is required to be retained on the Construction Site in accordance with clause 21.8(c) (where approved by the Principal's Representative in accordance with clause 21.8(c));
- (x) in respect of any Extra Land occupied or used in connection with that Portion, provided the Principal's Representative with:
 - (A) properly executed releases on terms satisfactory to the Principal's Representative from all claims or demands from the owners or occupiers of the Extra Land and from other persons having interests in such land; or
 - (B) statements under clause 17.11(a)(ii)(B)(bb);
- (xi) given to the Principal's Representative (with a copy to any Rail Contractor as required by the Principal) all:
 - (A) Asset Management Information in accordance with clause 21.10; and
 - (B) as-built drawings in accordance with clause 21.11,

with respect to that Portion and where the Principal's Representative has advised Macquarie that the Asset Management Information and as-built drawings are not rejected pursuant to clause 21.10(j)(ii) and clause 21.11(c)(ii) respectively;
- (xii) submitted to the Principal's Representative the survey certificate referred to in clause 21.7 with respect to that Portion;
- (xiii) removed all rubbish, surplus materials (including Construction Materials) and Temporary Works from the relevant parts of the Construction Site and Extra Land relevant to that Portion in accordance with clause 21.8(c);
- (xiv) subject to clause 31.1(b), procured the Subdivision of the Subdivision Land in accordance with the Draft Subdivision Plan and the Subdivision Documents or, if clause 31.8 applies, procured the Subdivision of the Subdivision Land in accordance with the Stage 1 Subdivision Documents;

- (c) the Quality Manager has executed a certificate in the form of Schedule B23 with respect to that Portion and provided it to the Principal's Representative;
- (d) Macquarie has executed the Collateral Warranty Deed Poll;
- (e) Macquarie has satisfied the conditions precedent to Completion in section 6.8 of the SWTC; and
- (f) Macquarie has done everything else which is stated to be a condition precedent to Completion of that Portion, or which Macquarie is otherwise expressly required by this deed to do prior to Completion of that Portion being achieved, including any additional conditions precedent to Completion of that Portion specified in paragraph 3 of Schedule A2.

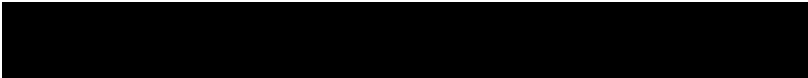
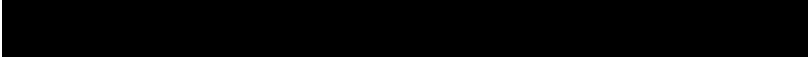
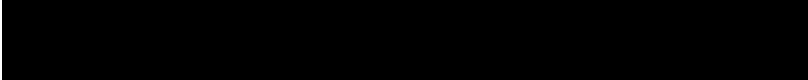
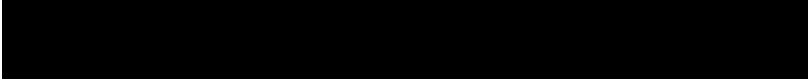
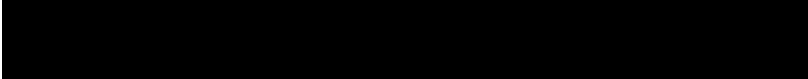
2. **Construction Completion**

Construction Completion means:

- (a) in respect of Portion 1, the stage in the execution of Macquarie's Activities in respect of Portion 1 when:
 - (i) the Portion is complete in accordance with this deed except for any:
 - (A) Minor Defects;
 - (B) Accepted Defects; and
 - (C) Agreed Defects;
 - (ii) Macquarie has:
 - (A) rectified all Mandatory Defects;
 - (B) carried out and passed all Tests which are required under this deed to be carried out and passed prior to Construction Completion of Portion 1 being achieved;
 - (C) carried out all Tests which must necessarily be carried out and passed to verify that Portion 1 is in the condition this deed requires it to be in at Construction Completion;
 - (D) obtained all Approvals that it is required under this deed to obtain prior to Construction Completion of Portion 1 being achieved and provided those Approvals to the Principal's Representative;
 - (E) given to the Principal's Representative (with a copy to any of the Rail Contractors as required by the Principal) all documents or other information in respect of the design, construction, testing, commissioning, completion, occupation, use and maintenance of Portion 1 which are required by this deed to be given to the Principal's Representative prior to Construction Completion of Portion 1 being achieved, including copies of all documentation in accordance with the requirements of the SWTC;
 - (F) executed a certificate in the form of Schedule B2 for Portion 1 and provided it to the Principal's Representative and the Independent Certifier;

- (G) removed all Construction Plant from the parts of the Construction Site that relate to Portion 1, other than:
 - (aa) any Construction Plant required to carry out the Interface Management Services; and
 - (bb) any Construction Plant necessary to facilitate the handover of Portion 1 to the Principal or which is required to be retained on the Construction Site in accordance with clause 21.8(c) (where approved by the Principal's Representative in accordance with clause 21.8(c));
 - (H) in respect of any Extra Land occupied or used in connection with Portion 1, provided the Principal's Representative with:
 - (aa) properly executed releases on terms satisfactory to the Principal's Representative from all claims or demands from the owners or occupiers of the Extra Land and from other persons having interests in such land; or
 - (bb) statements under clause 17.11(a)(ii)(B)(bb);
 - (I) given the Principal's Representative (with a copy to any Rail Contractor as required by the Principal) all:
 - (aa) Asset Management Information in accordance with clause 21.10; and
 - (bb) as built drawings in accordance with clause 21.11,

with respect to Portion 1 and where the Principal's Representative has advised Macquarie that the Asset Management Information and as-built drawings are not rejected pursuant to clause 21.10(j)(ii) and clause 21.11(c)(ii) respectively;
 - (J) submitted to the Principal's Representative the survey certificate referred to in clause 21.7 with respect to Portion 1; and
 - (K) removed all rubbish, surplus materials (including Construction Materials) and Temporary Works from the relevant parts of the Construction Site and Extra Land relevant to that Portion in accordance with clause 21.8(c);
- (iii) the Quality Manager has executed a certificate in the form of Schedule B3 with respect to Portion 1 and provided it to the Principal's Representative;
 - (iv) Macquarie has satisfied the conditions precedent to Completion in section 6.8 of the SWTC; and
 - (v) Macquarie has done everything else which is stated to be a condition precedent to Construction Completion of Portion 1, or which Macquarie is otherwise expressly required by this deed to do prior to Construction Completion of Portion 1 being achieved, including any additional conditions precedent to Completion of Portion 1 specified in paragraph 3 of Schedule A2; and
- (b) in respect of any Portion other than Portion 1, the stage in the execution of Macquarie's Activities in respect of that Portion when:

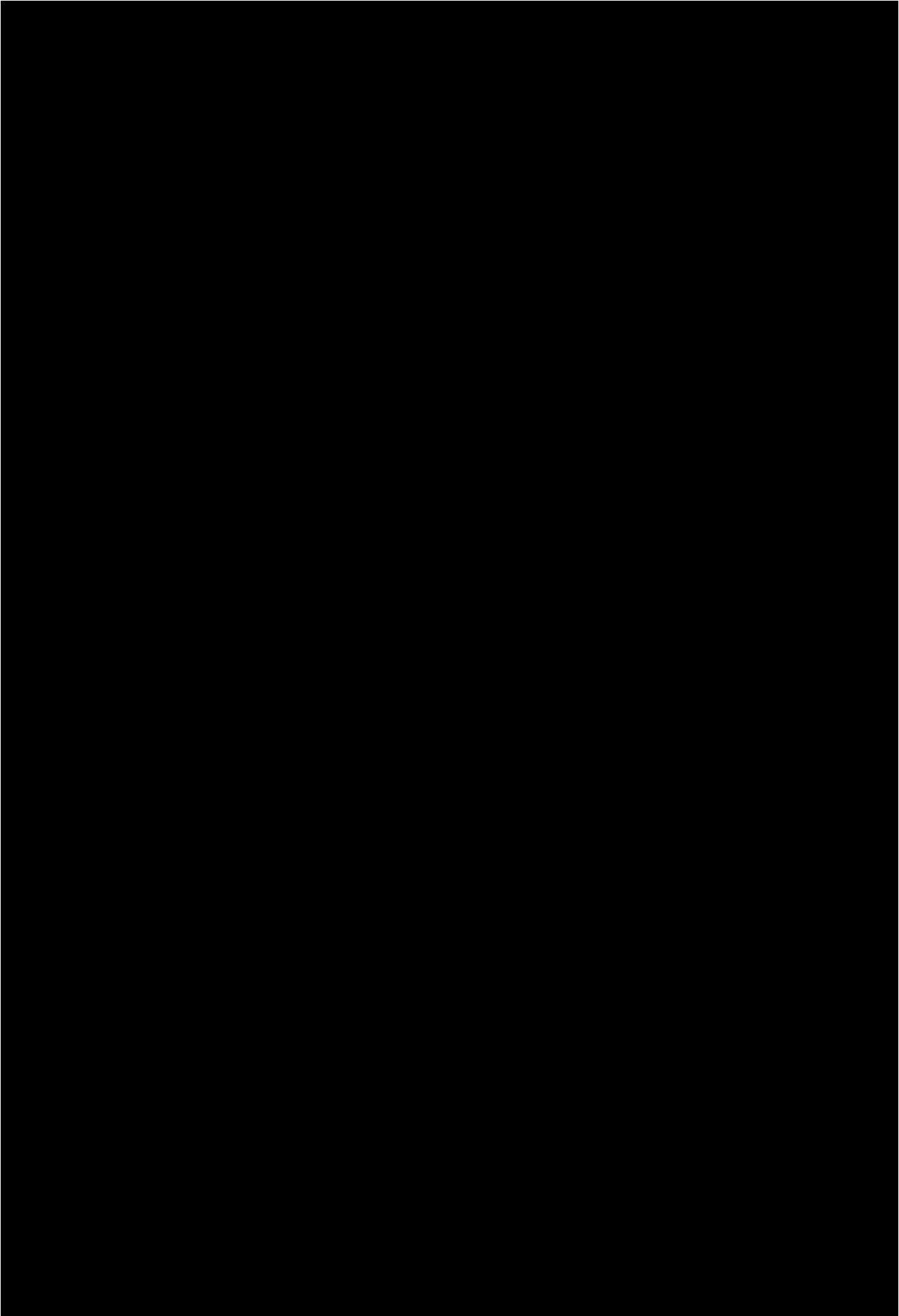
- (i) the Portion is complete in accordance with this deed except for:
 - (A) 
 - (B) 
 - (C) 
 - (D) 
 - (E) 
 - (F) any:
 - (aa) Minor Defects referred to in paragraph (c)(i) of the definition of "Minor Defect";
 - (bb) Accepted Defects referred to in paragraph (c)(i) of the definition of "Accepted Defect"; and
 - (cc) Agreed Defects referred to in paragraph (c)(i) of the definition of "Agreed Defect"; and
- (ii) Macquarie has:
 - (A) rectified all Mandatory Defects referred to in paragraph (c)(i) of the definition of "Mandatory Defect";
 - (B) corrected all Minor Defects and Agreed Defects that are listed in any Notice of Milestone Achievement;
 - (C) carried out and passed all Tests which:
 - (aa) are required under this deed (including the SWTC) to be carried out and passed prior to Construction Completion of that Portion being achieved; or
 - (bb) must necessarily be carried out and passed to verify that Portion is in the condition this deed requires it to be in at Construction Completion of that Portion;
 - (D) given to the Principal's Representative (with a copy to any of the Rail Contractors as required by the Principal) all documents or other information in respect of the design, construction and testing of the Portion which are required by this deed (including the SWTC) to be given to the Principal's Representative prior to Construction Completion of the Portion being achieved; and
 - (E) executed a certificate in the form of Schedule B2 for the Portion and provided it to the Principal's Representative and the Independent Certifier;
- (iii) the Quality Manager has executed a certificate in the form of Schedule B3 with respect to the Portion and provided it to the Principal's Representative; and

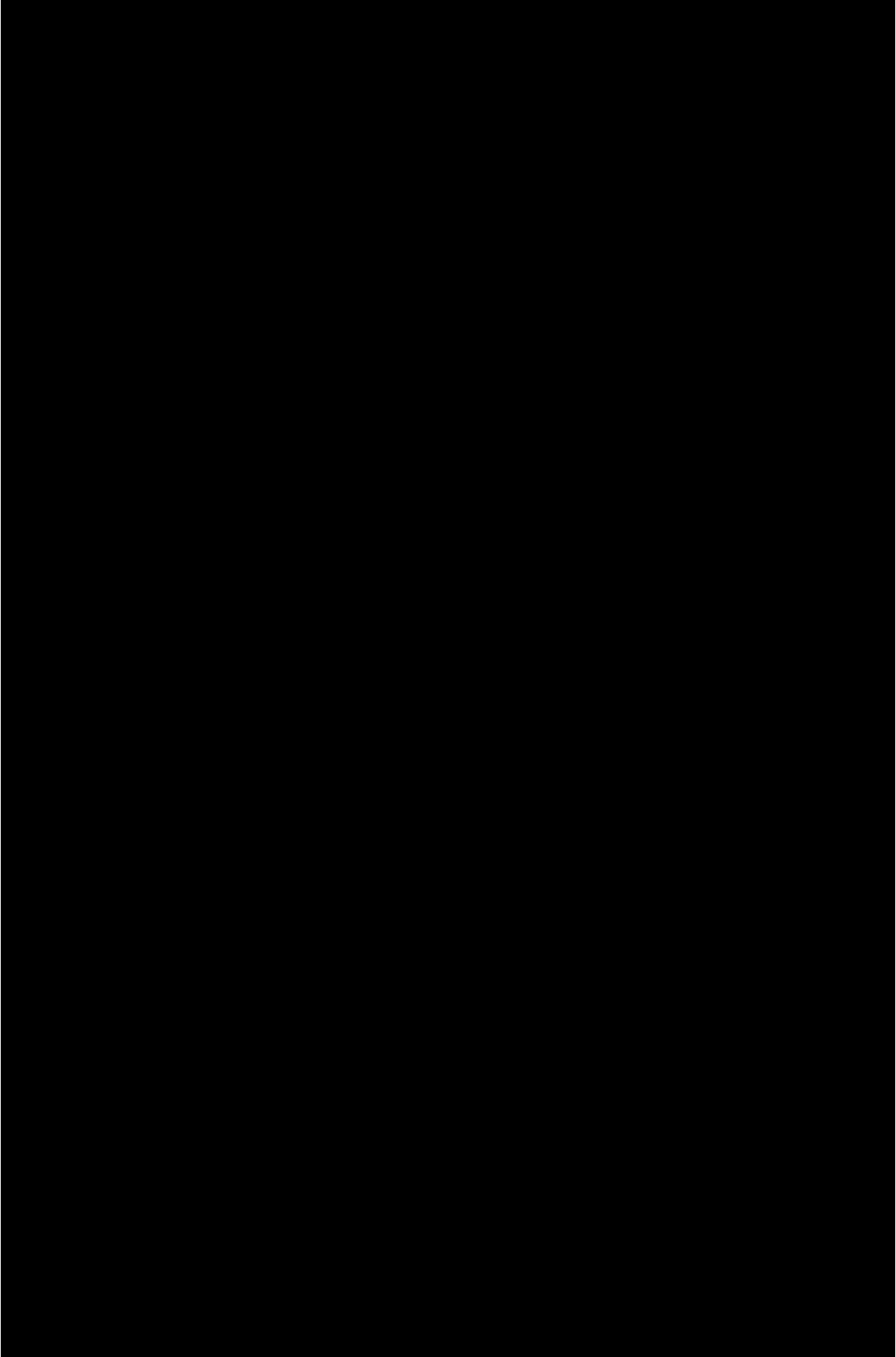
- (iv) Macquarie has done everything else which is stated to be a condition precedent to Construction Completion of the Portion, or which Macquarie is otherwise expressly required by this deed to do prior to Construction Completion of the Portion being achieved, including any additional conditions precedent to Construction Completion of the Portion specified in paragraph 3 of Schedule A2.

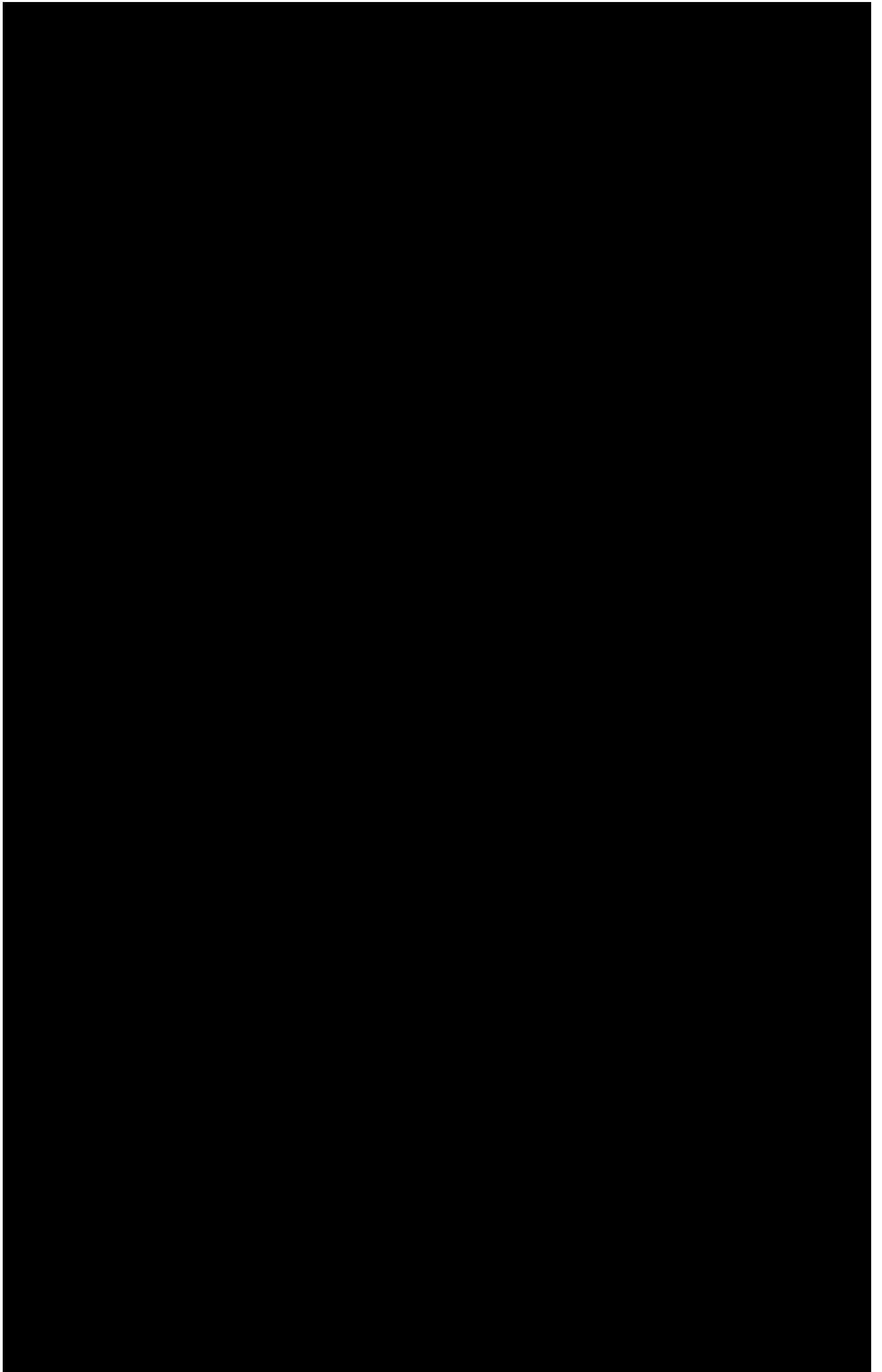
**SCHEDULE A19
Master Interface Protocols Deed Poll**

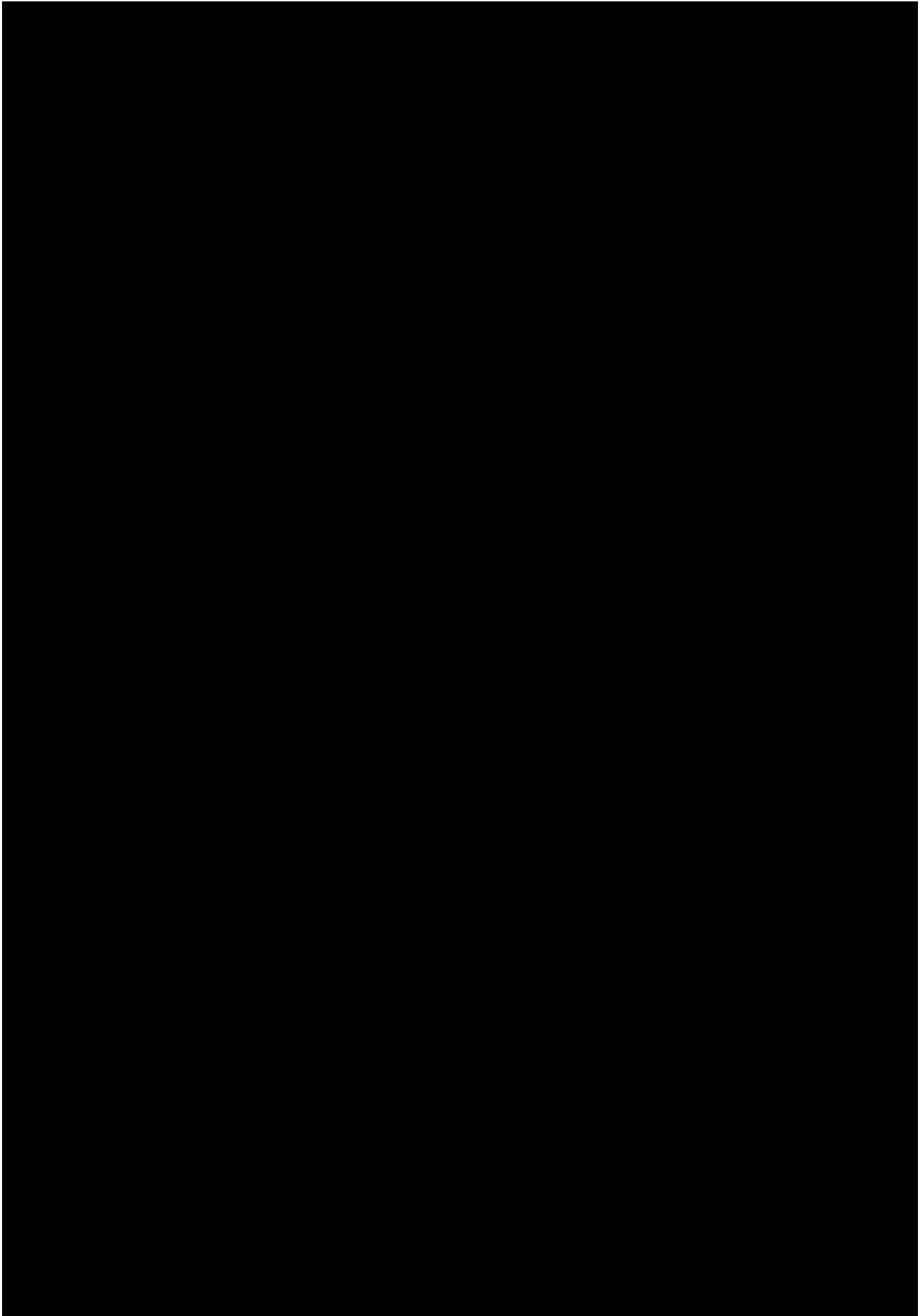


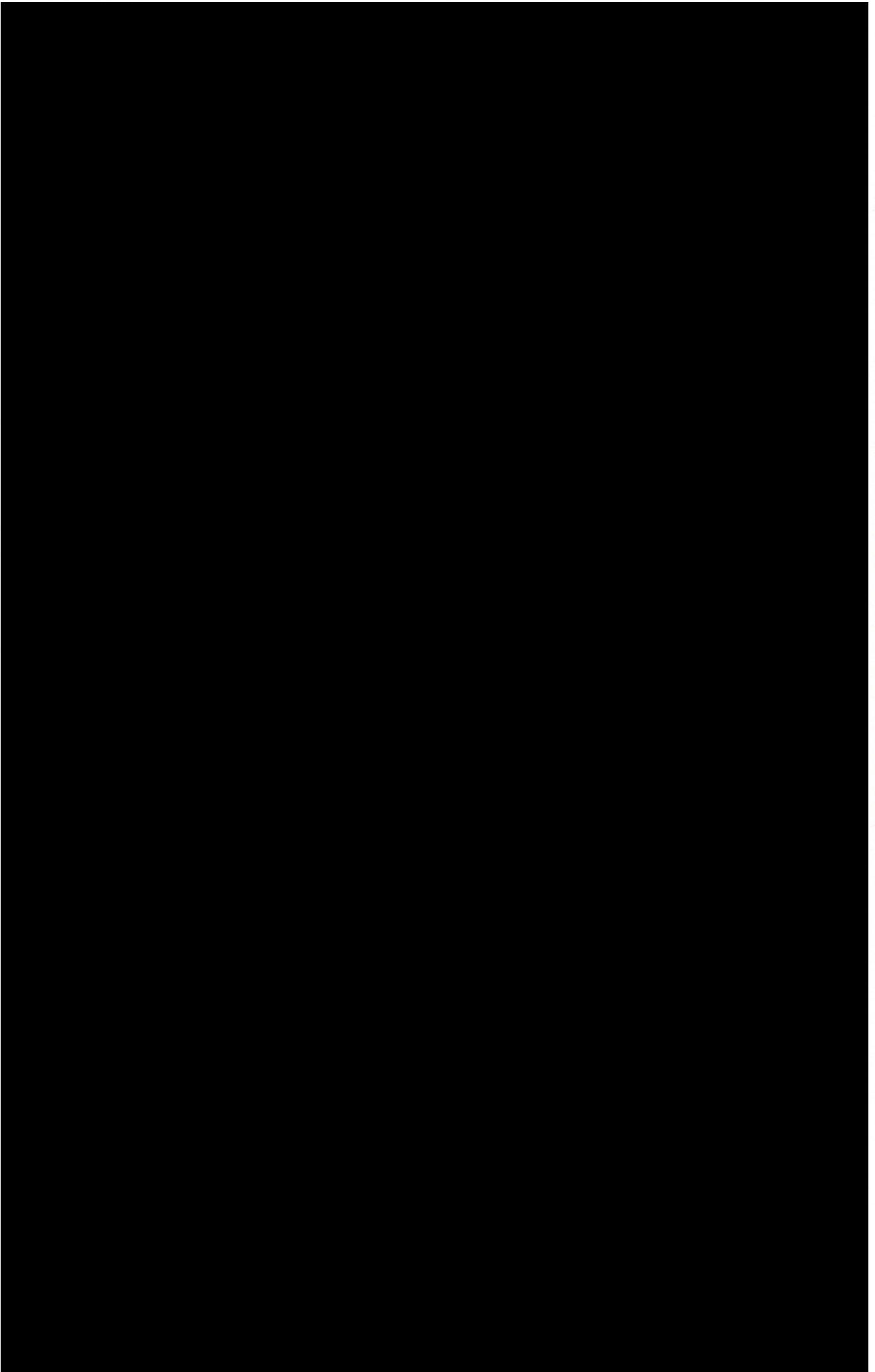


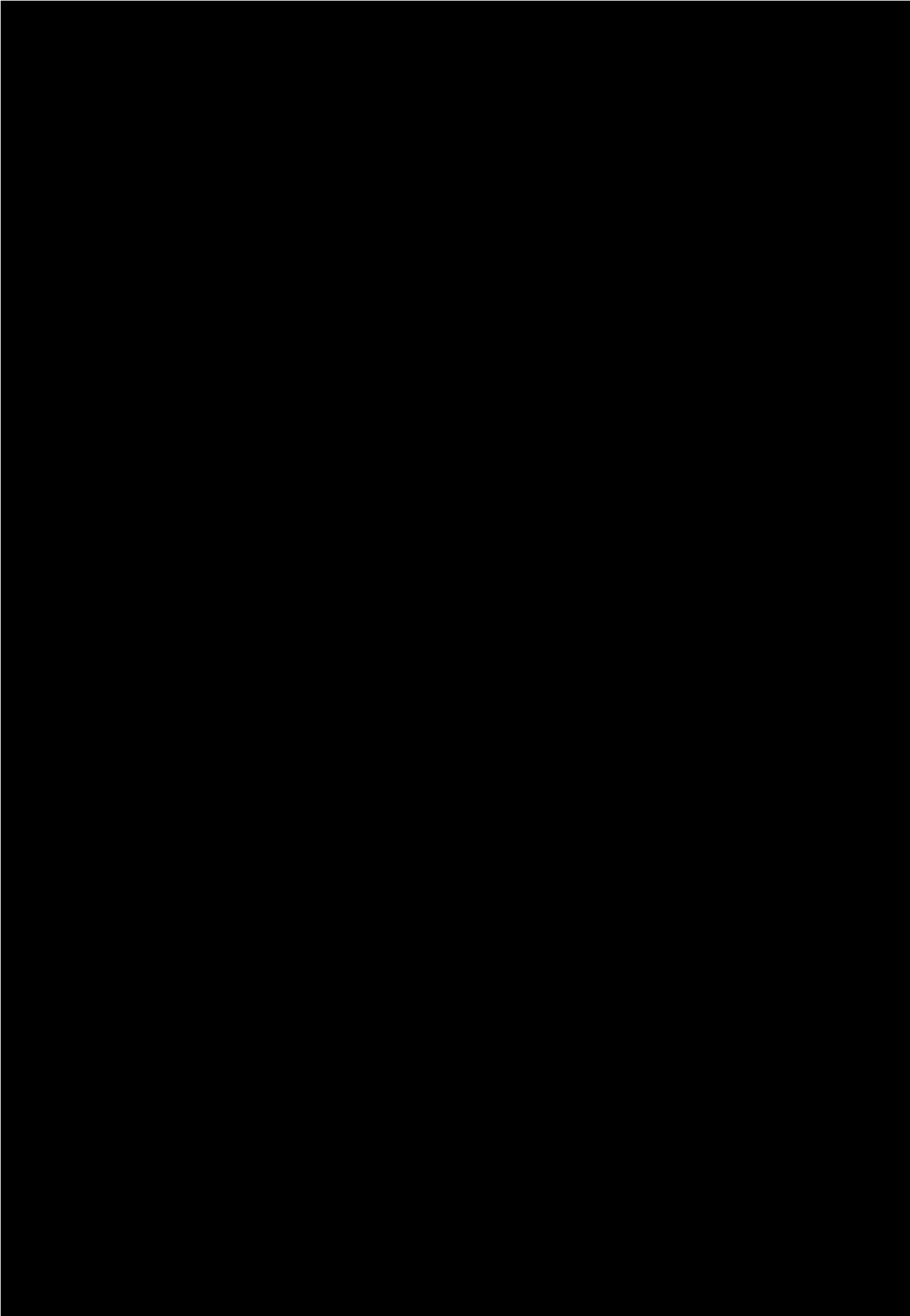


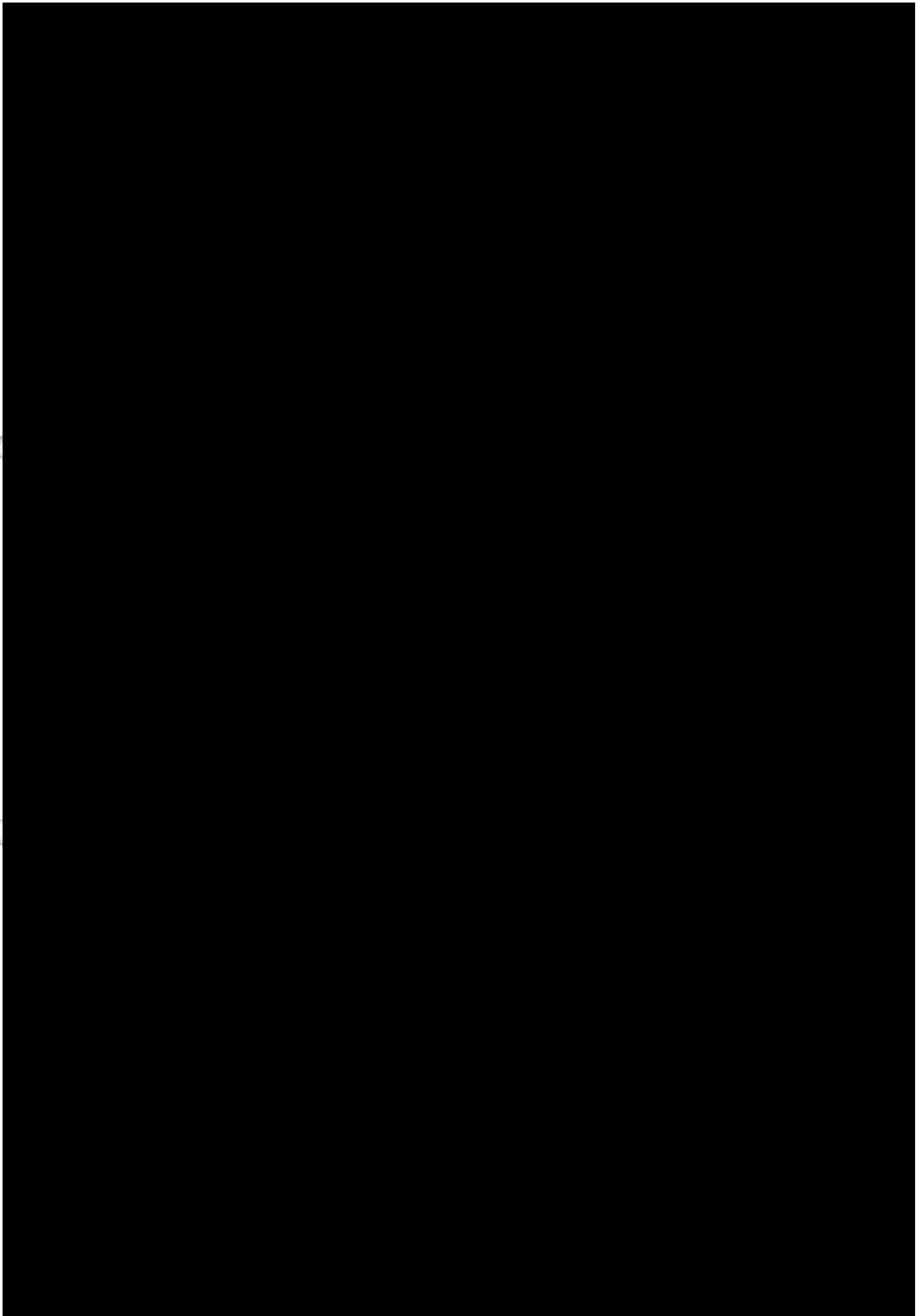


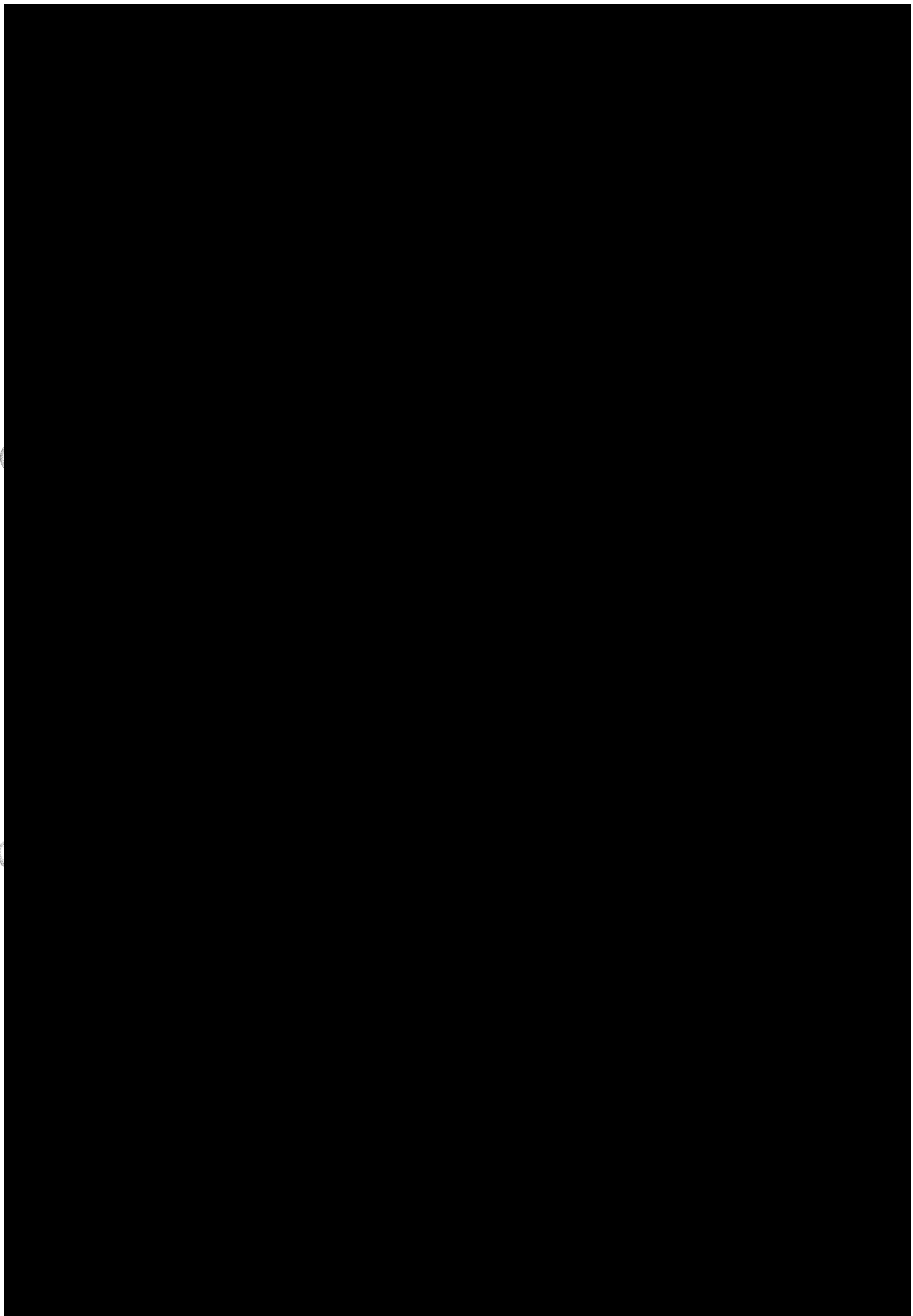


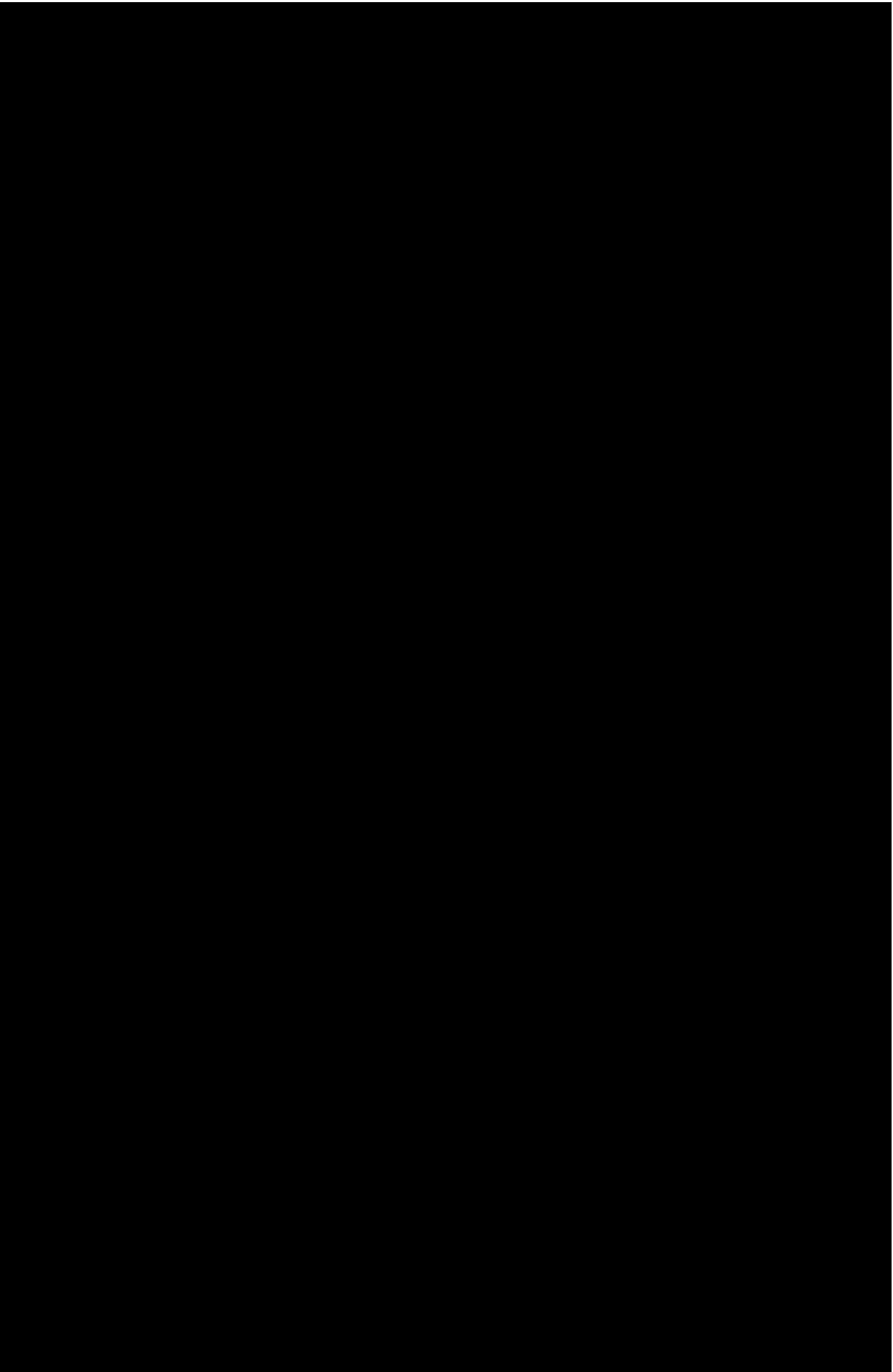






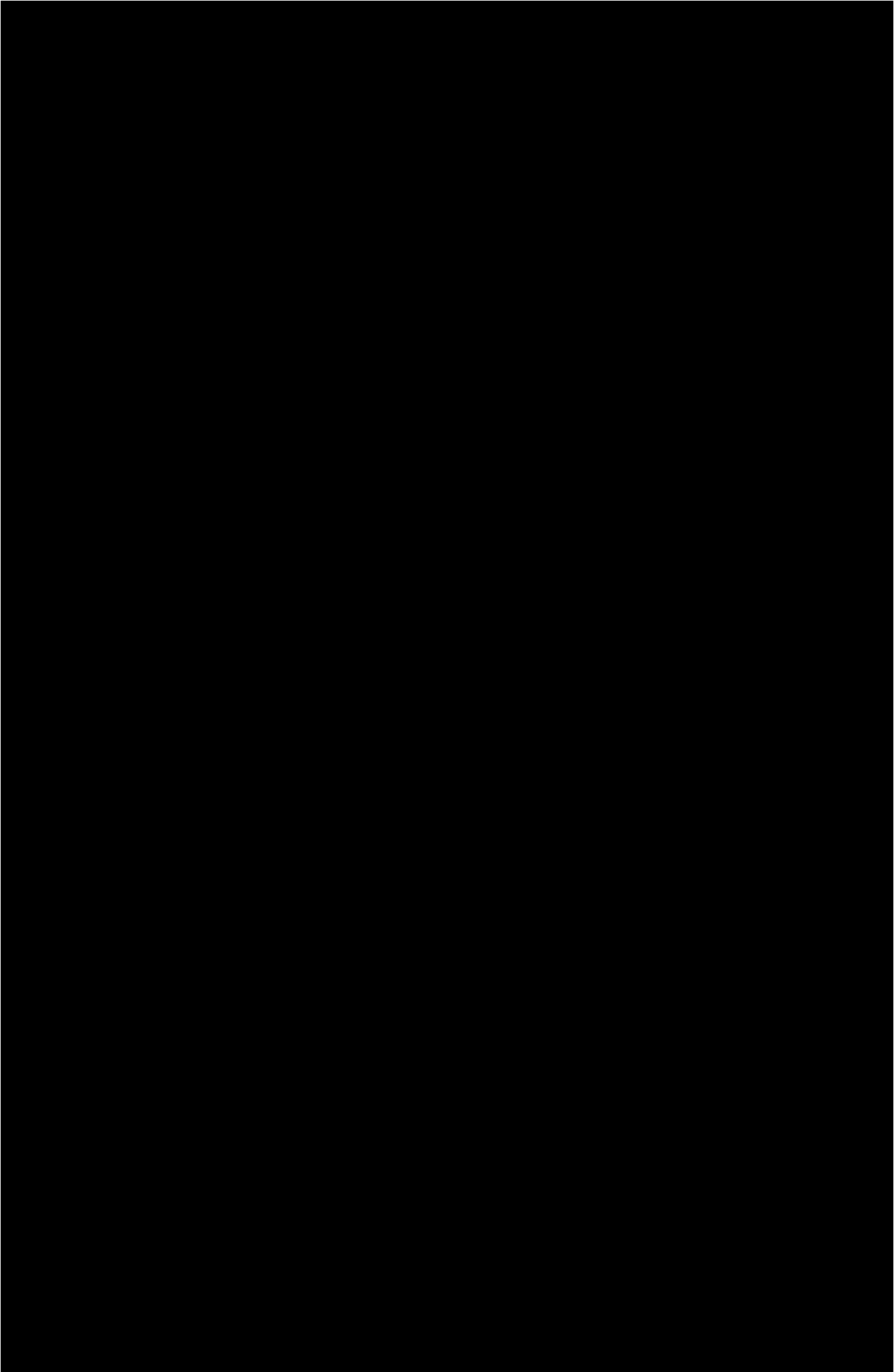


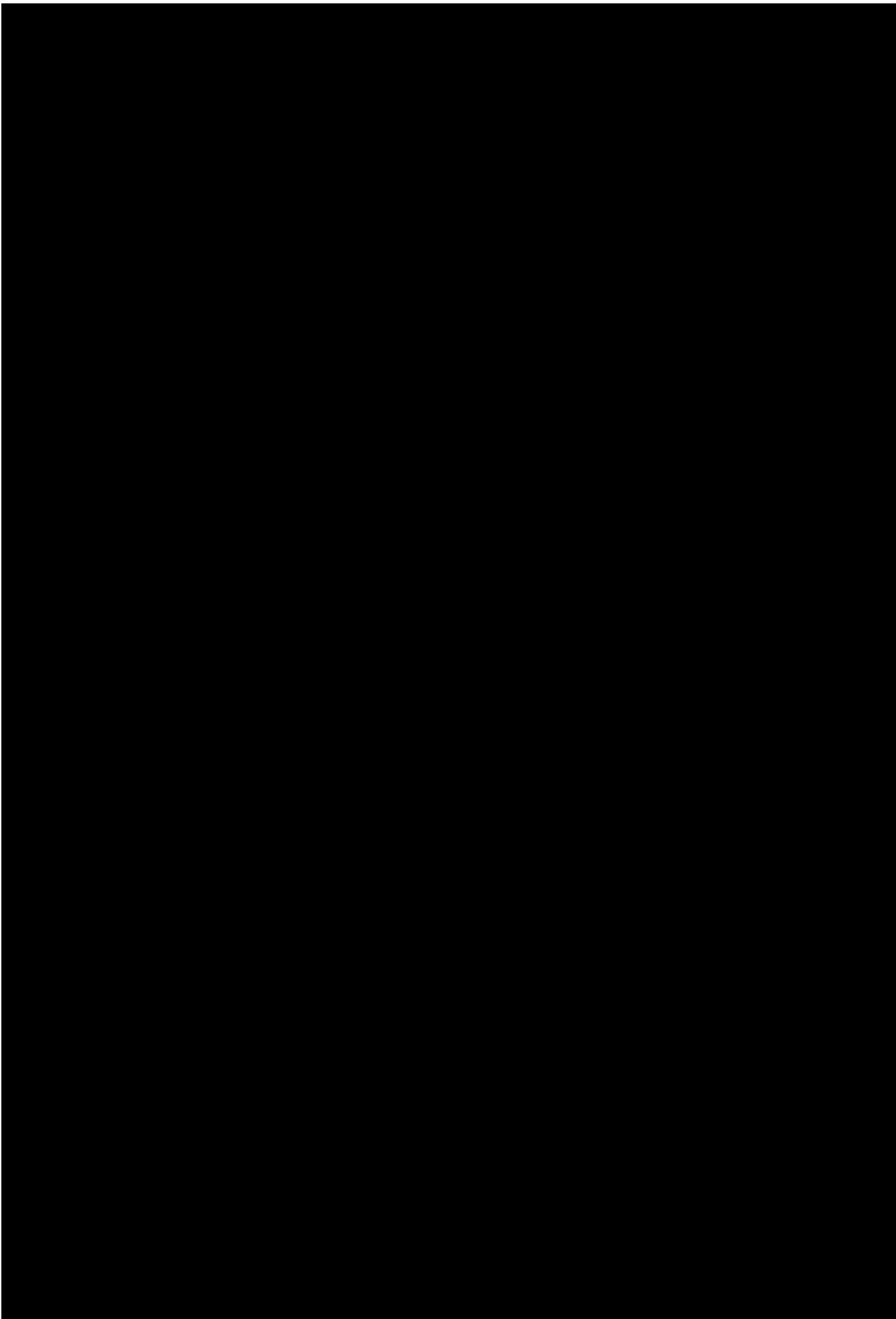


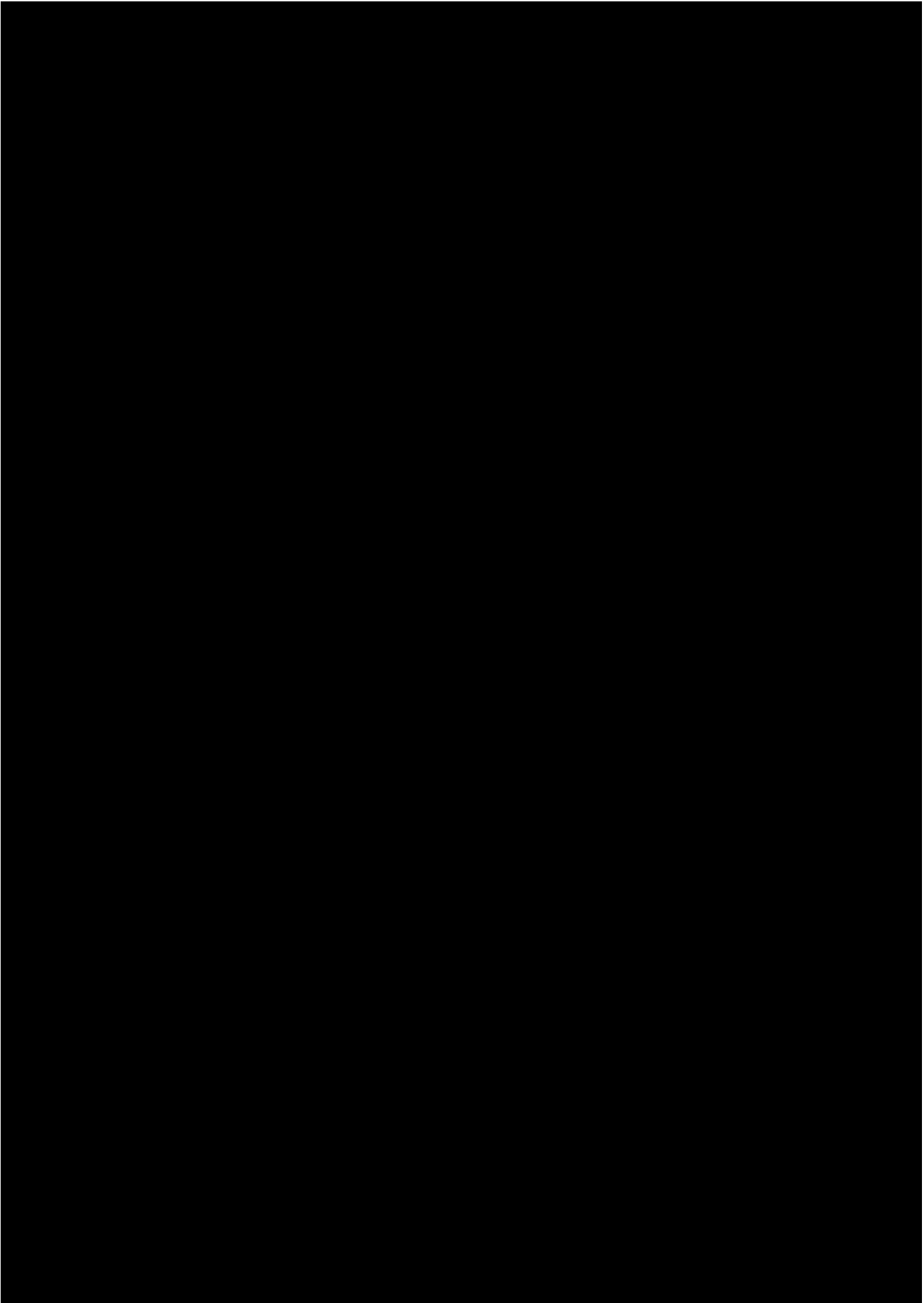


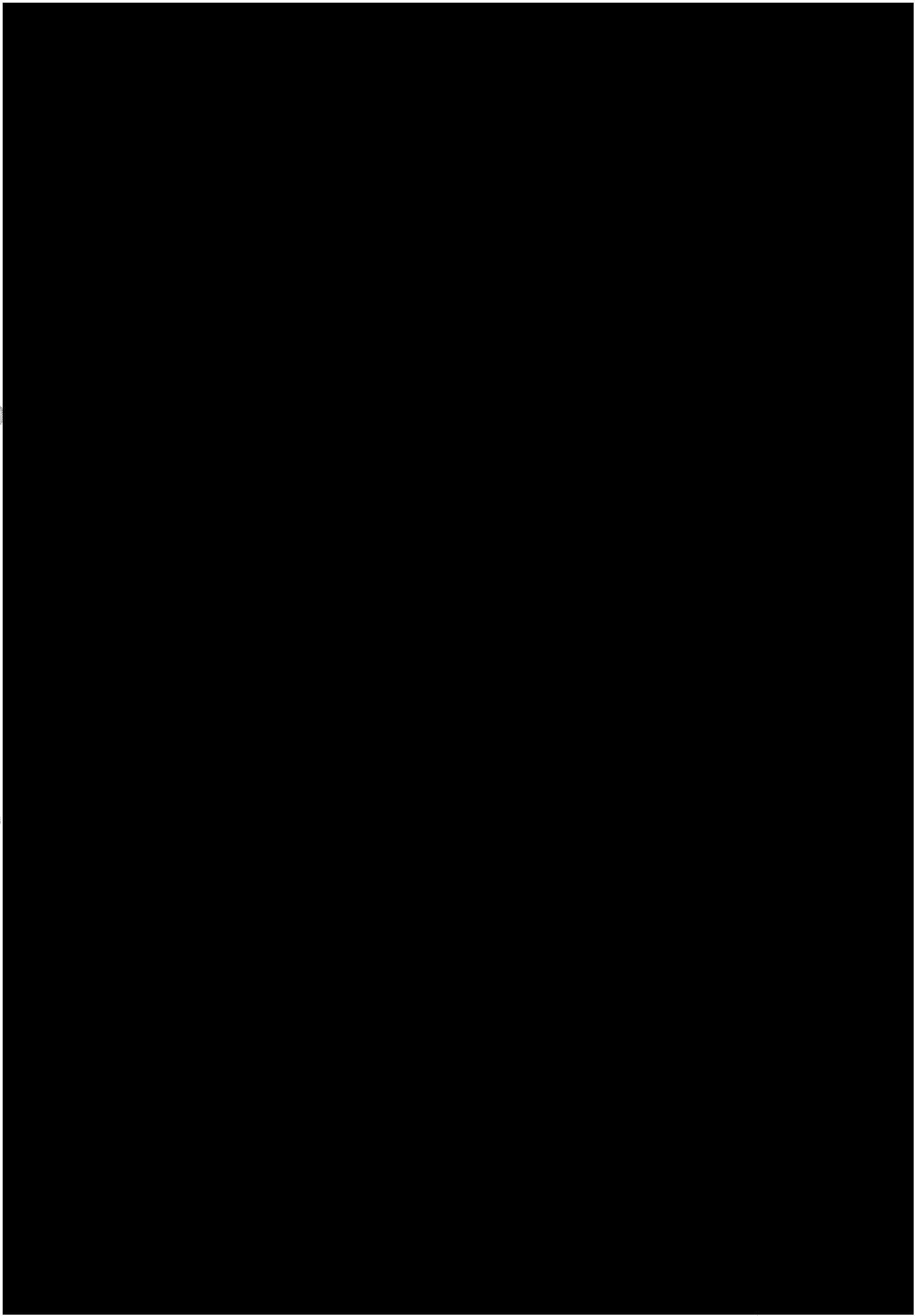
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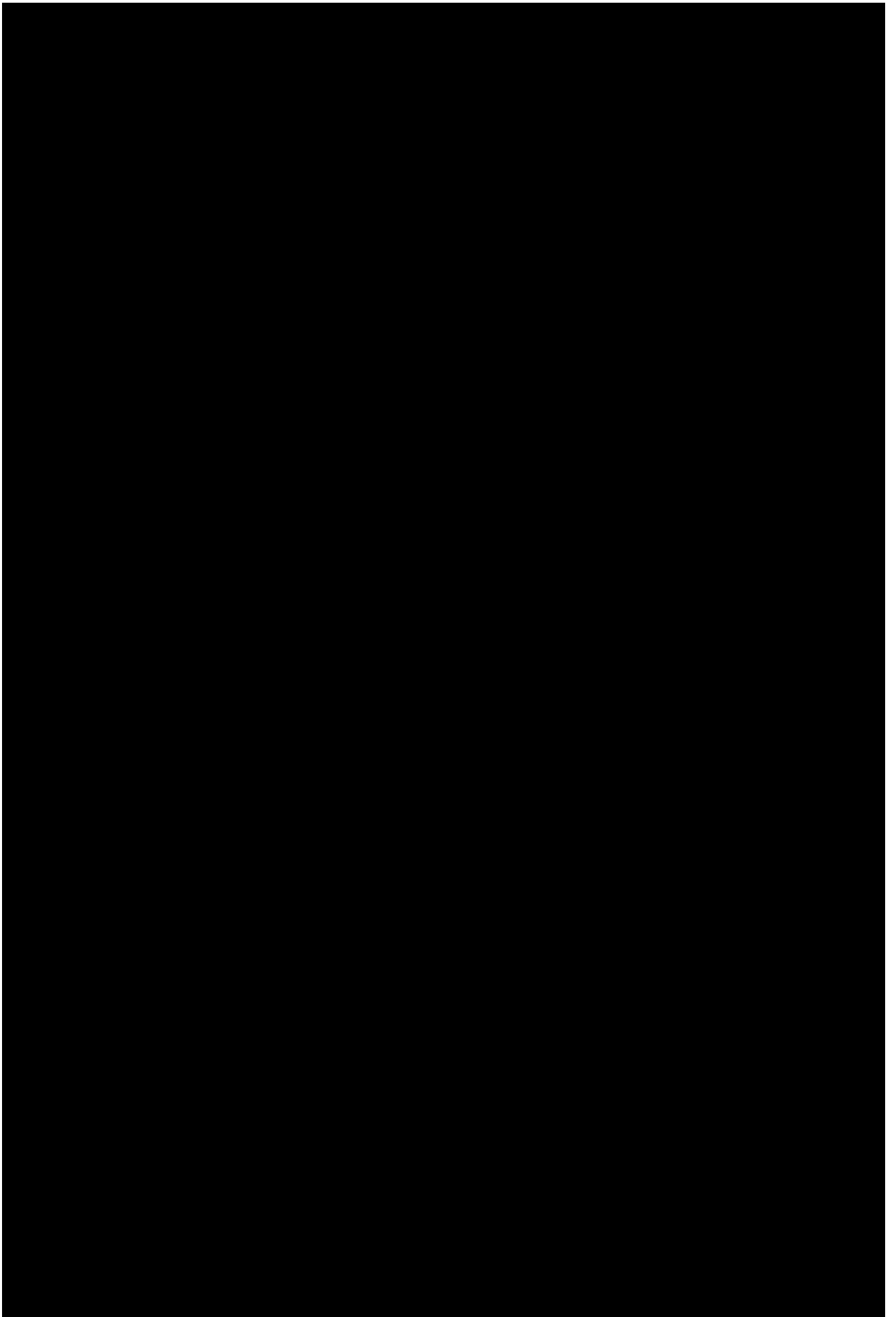


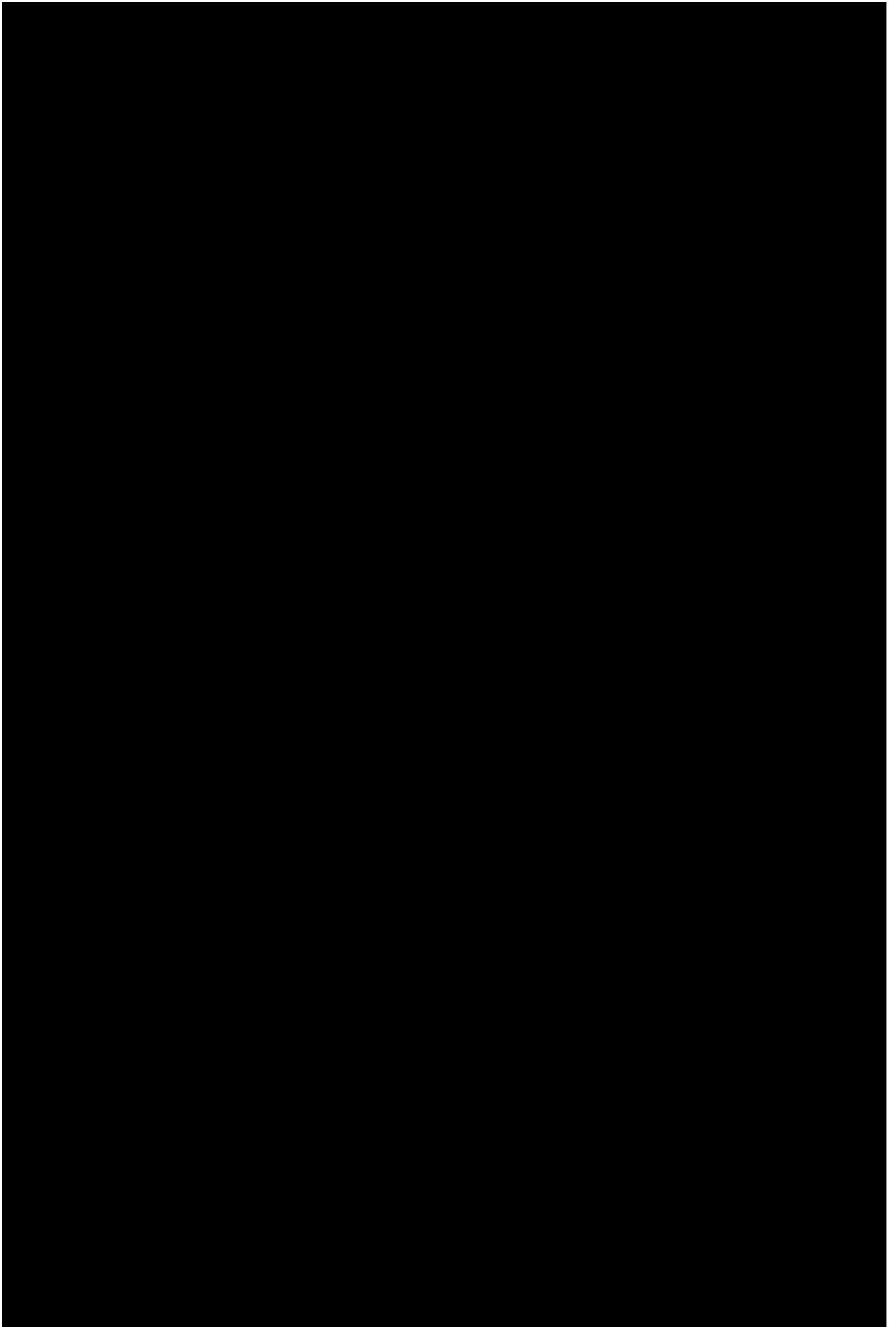


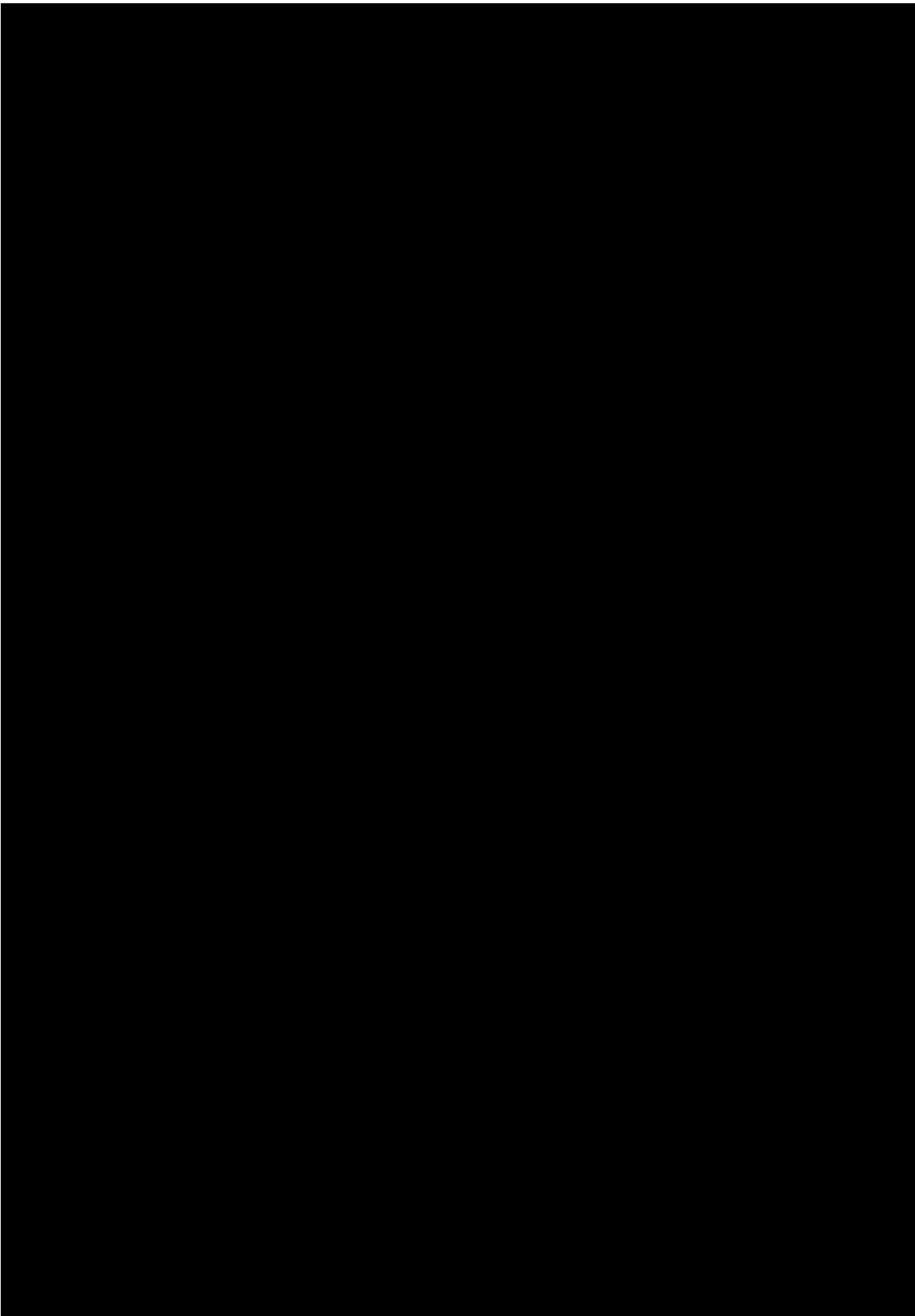


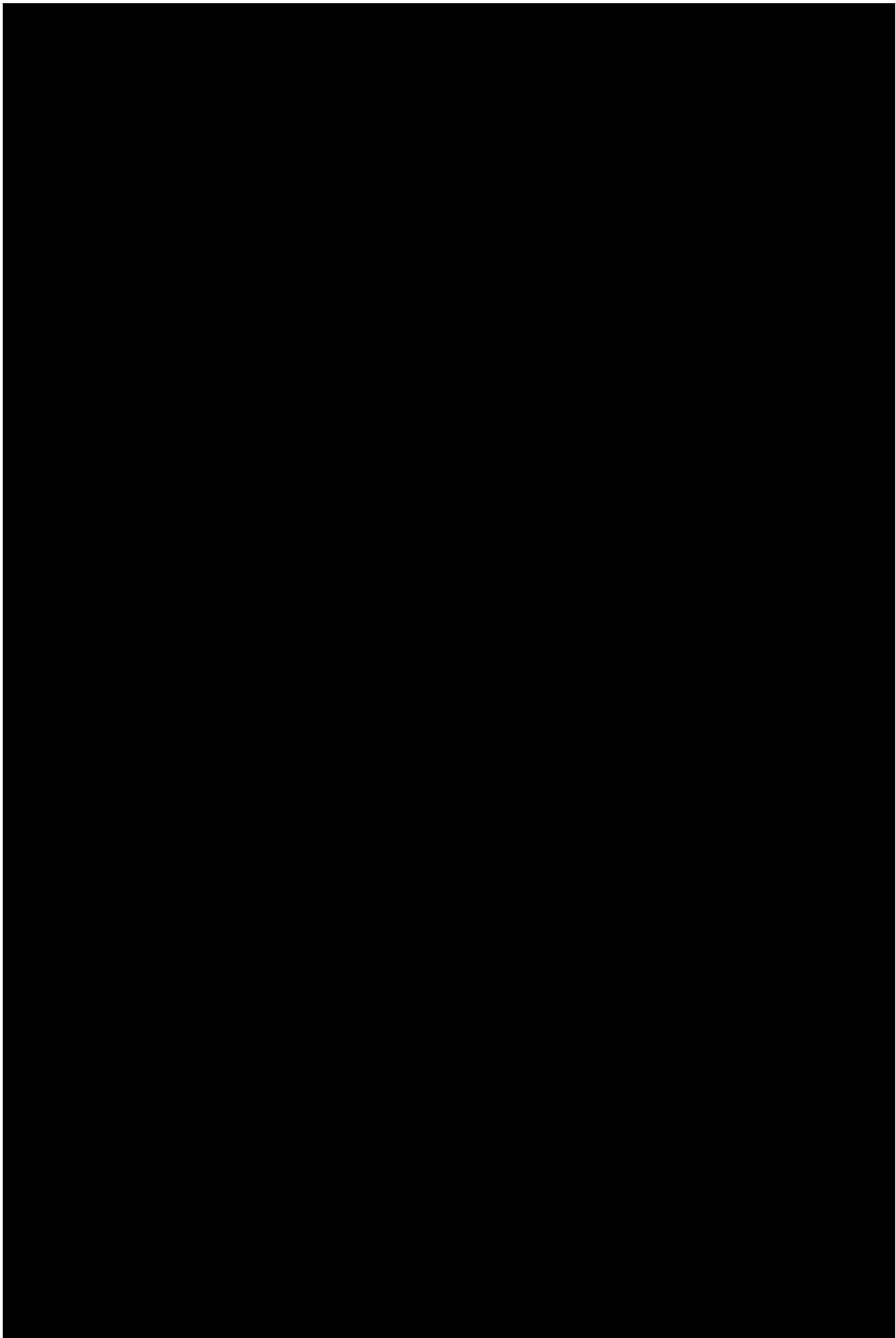


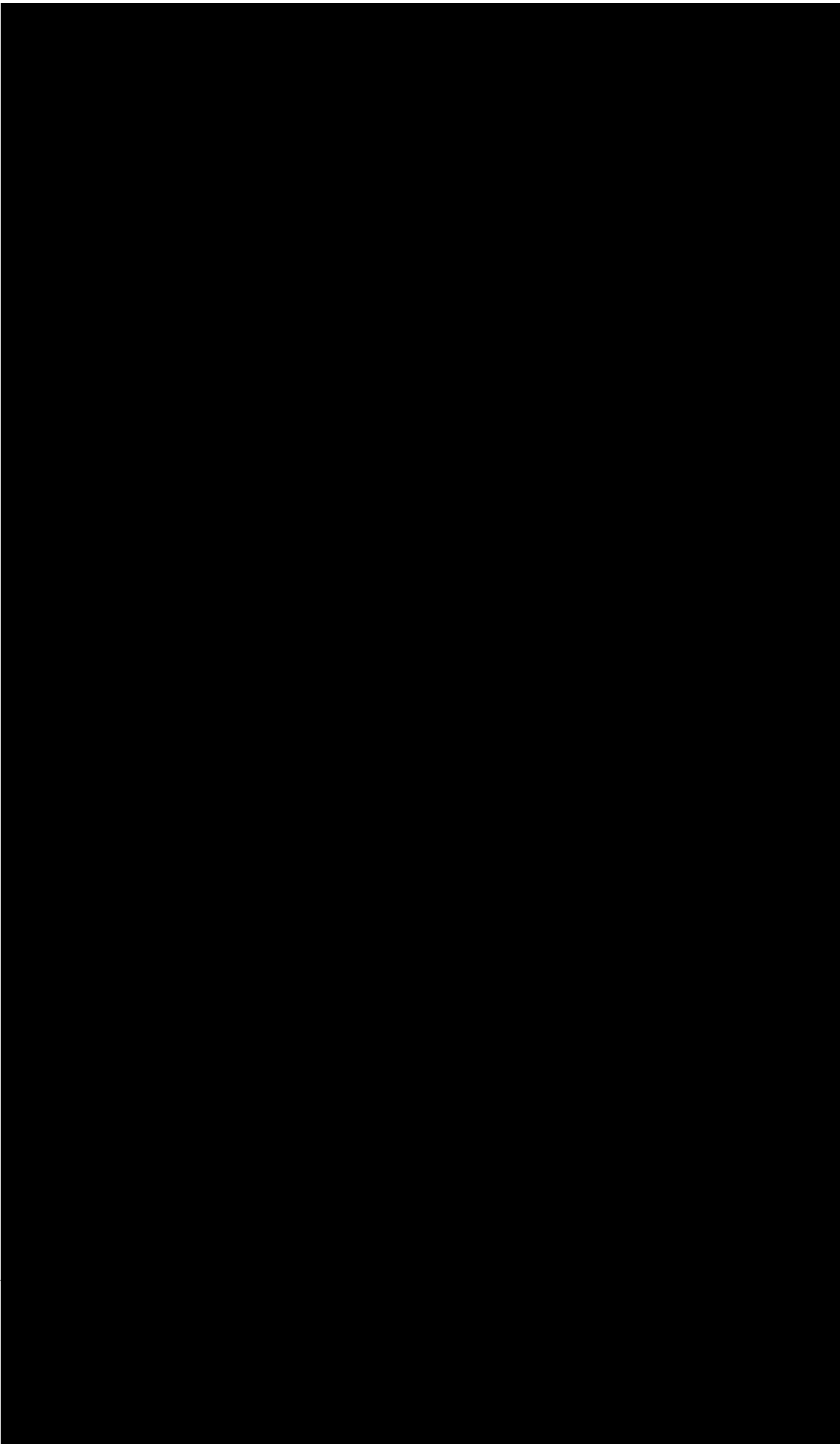


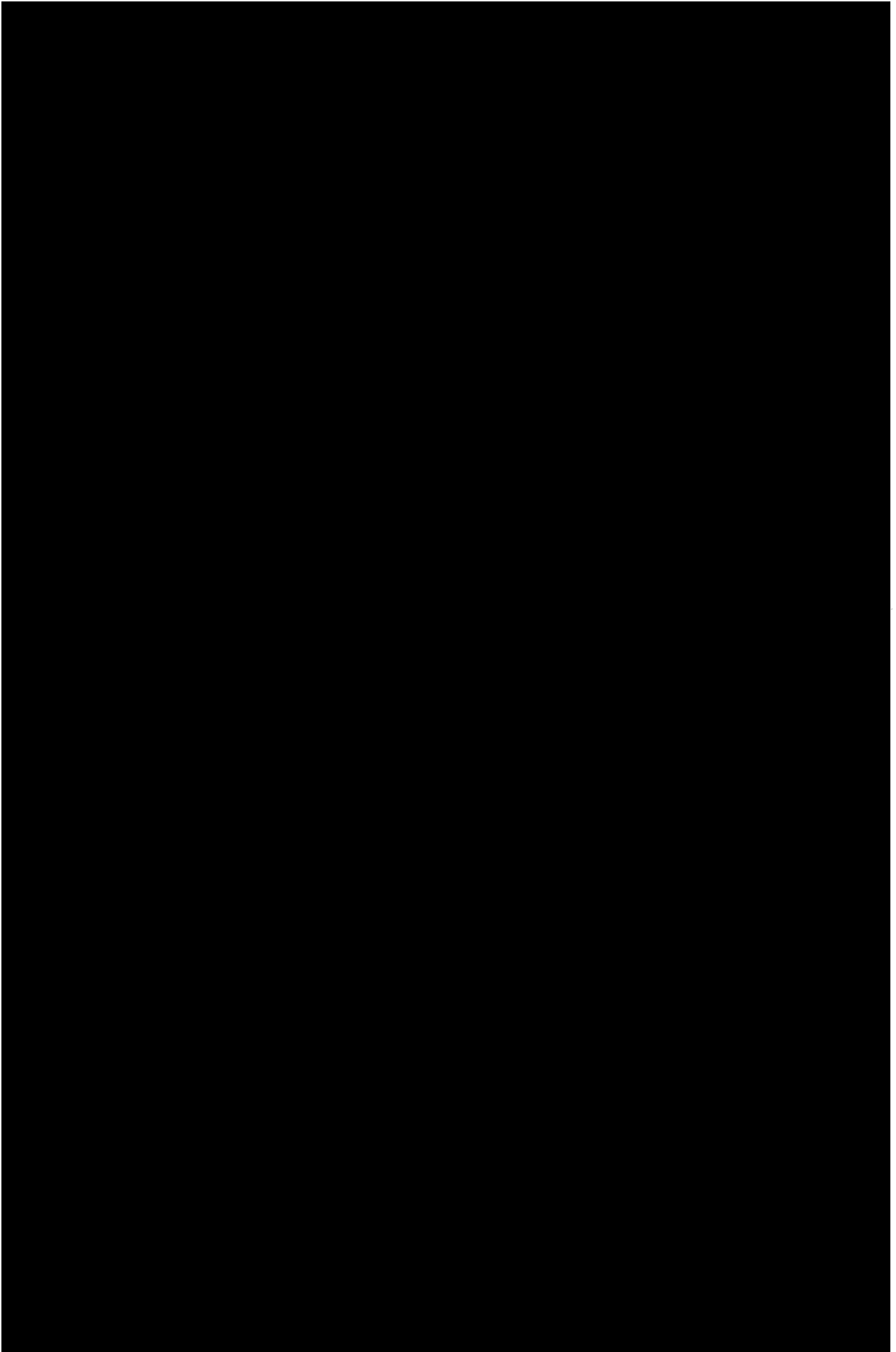


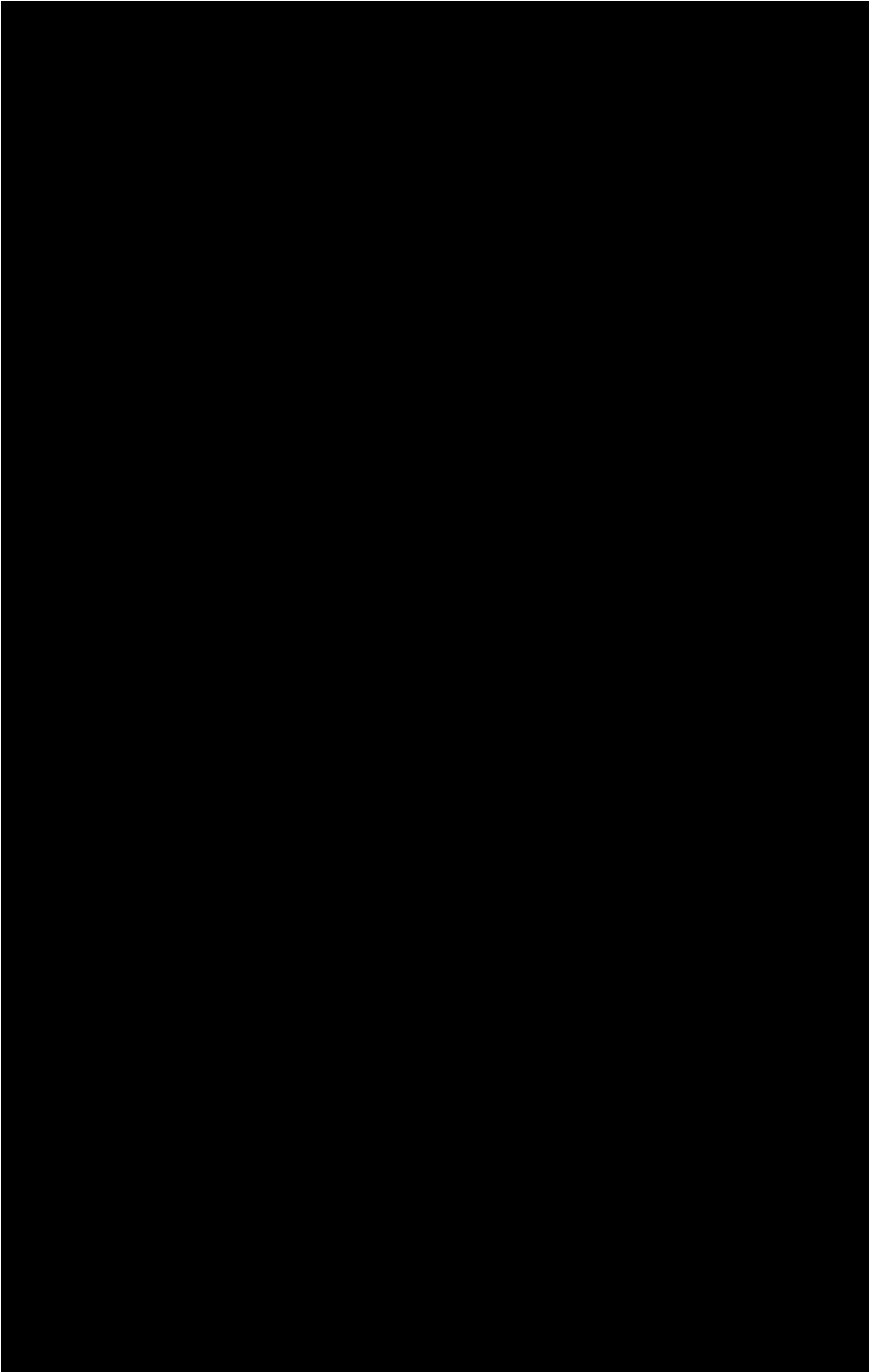




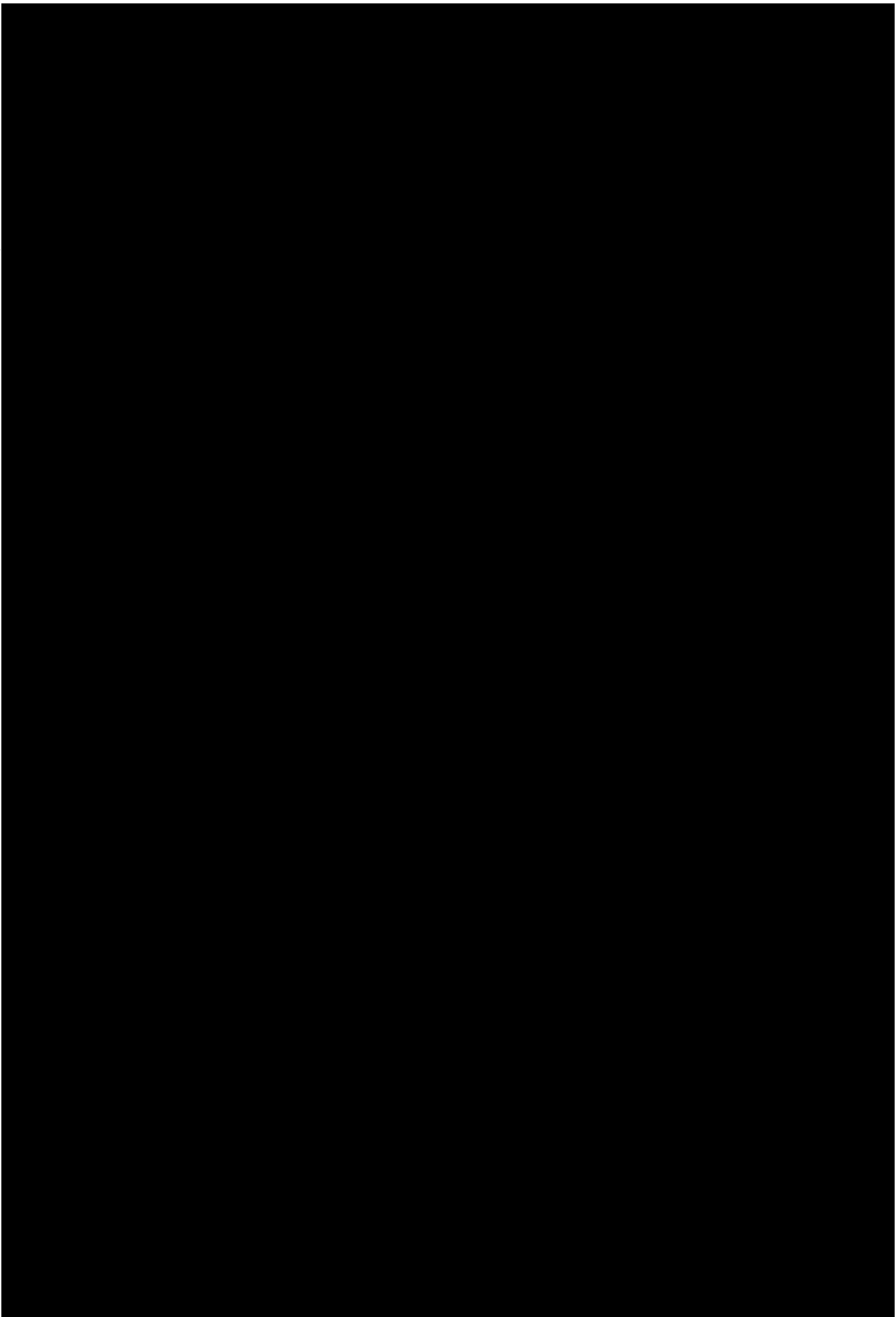




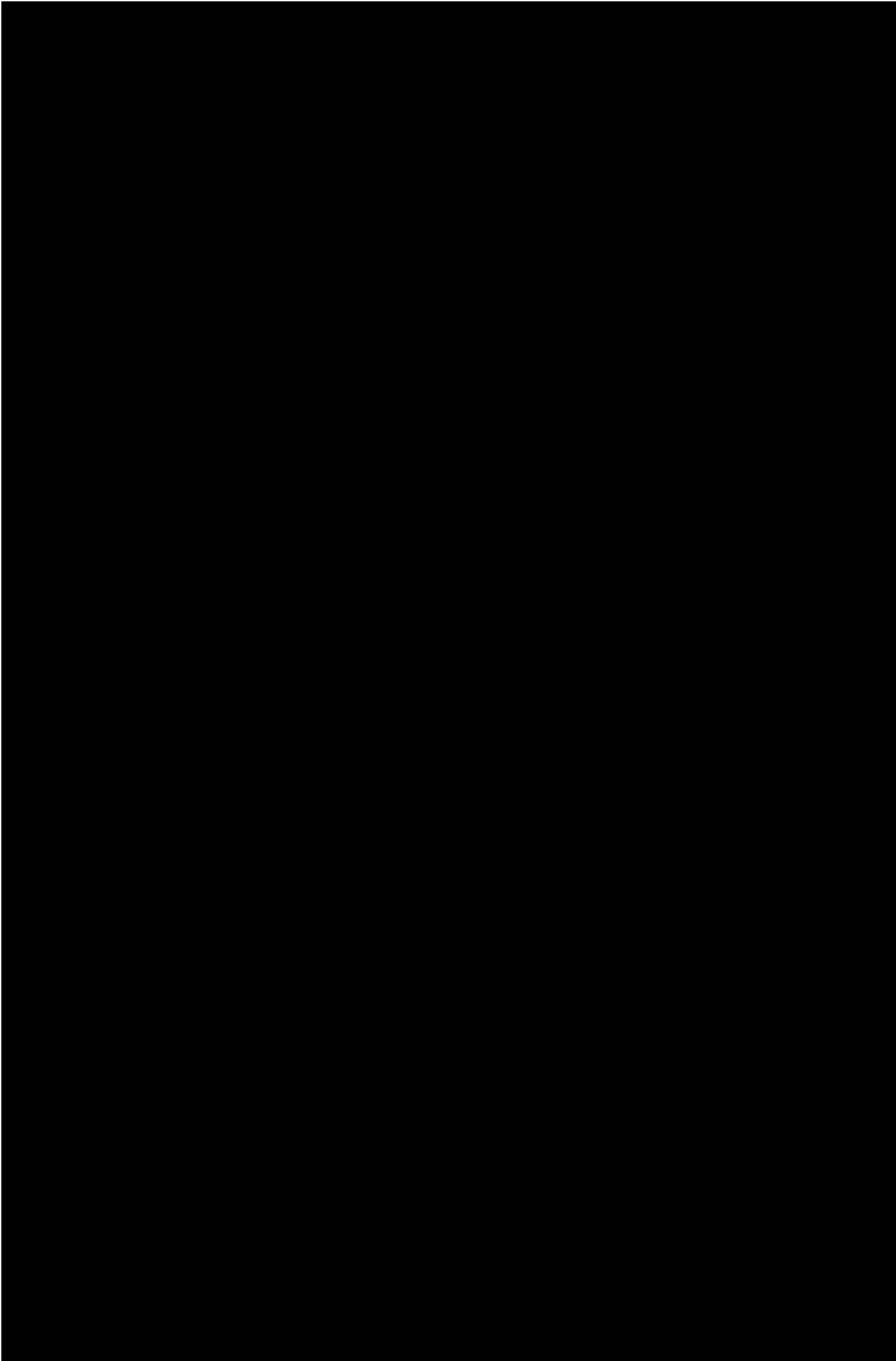


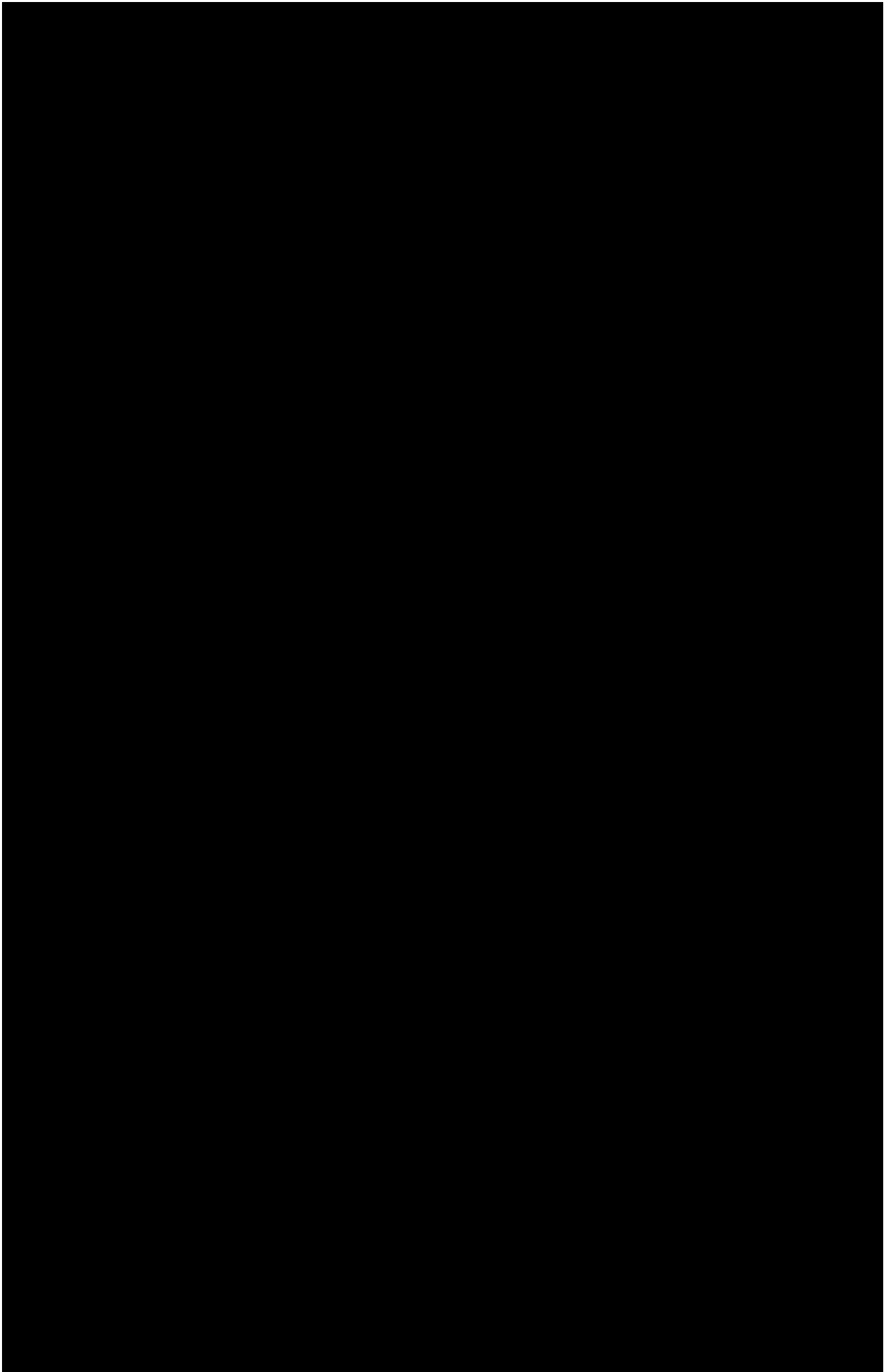


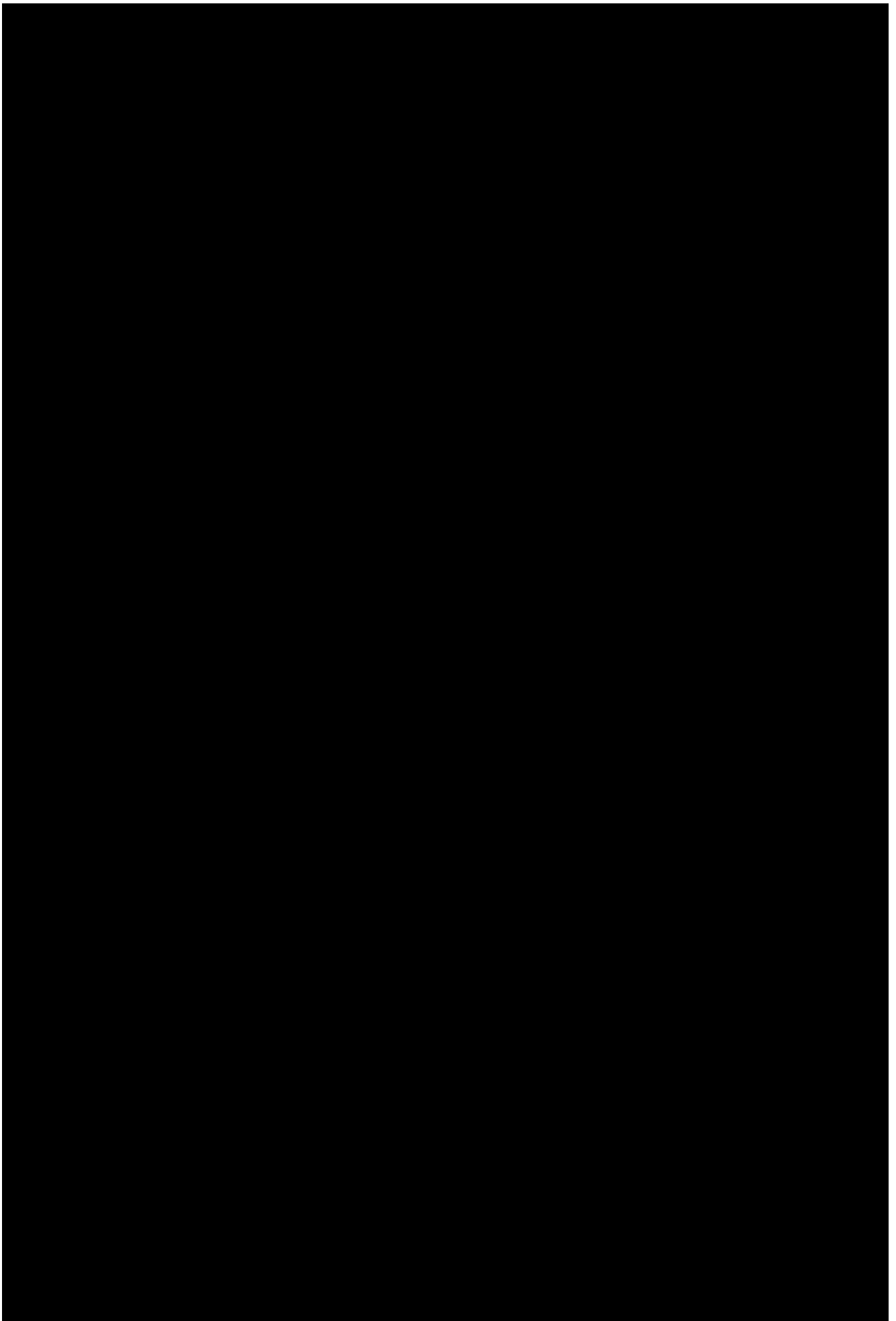


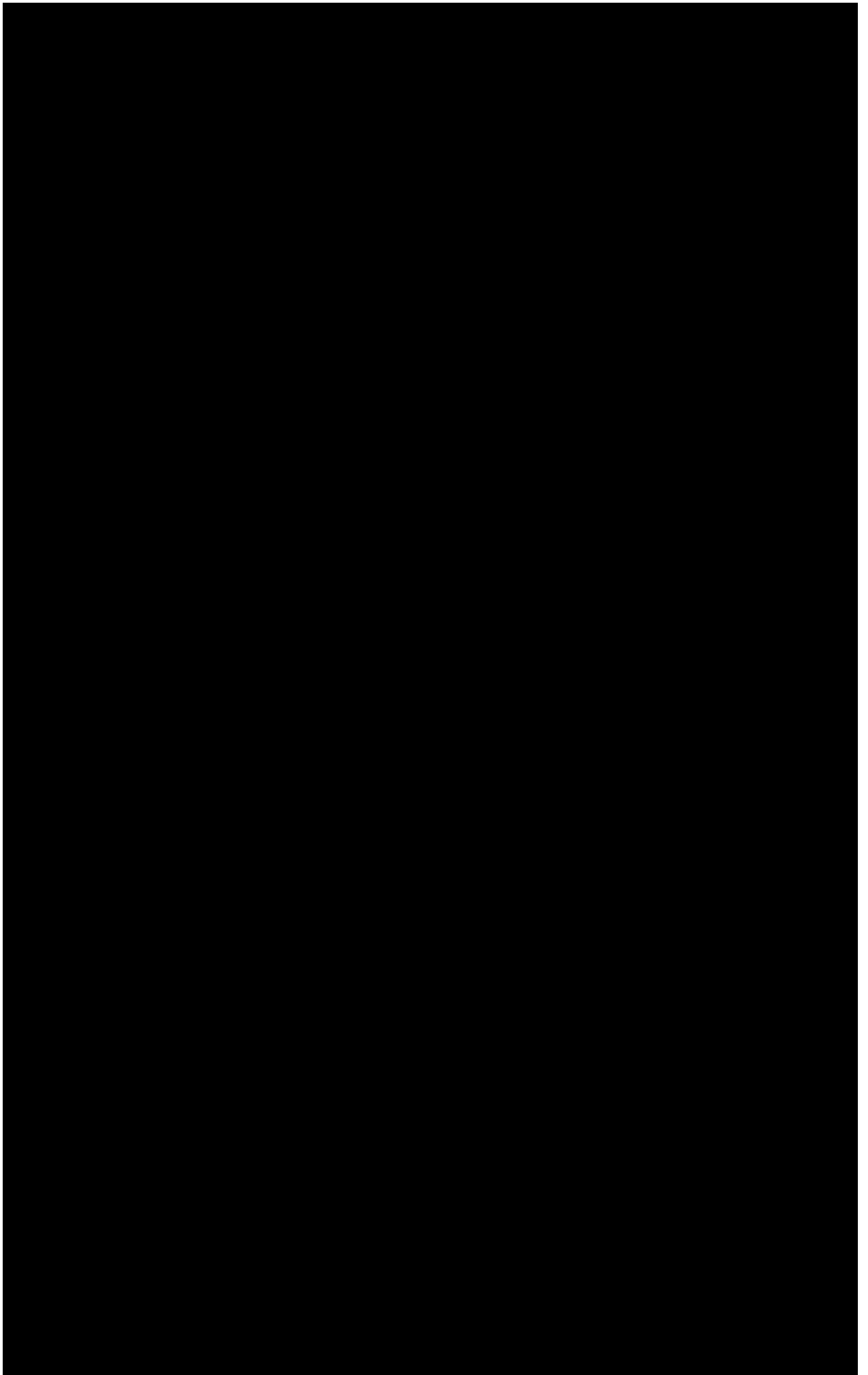


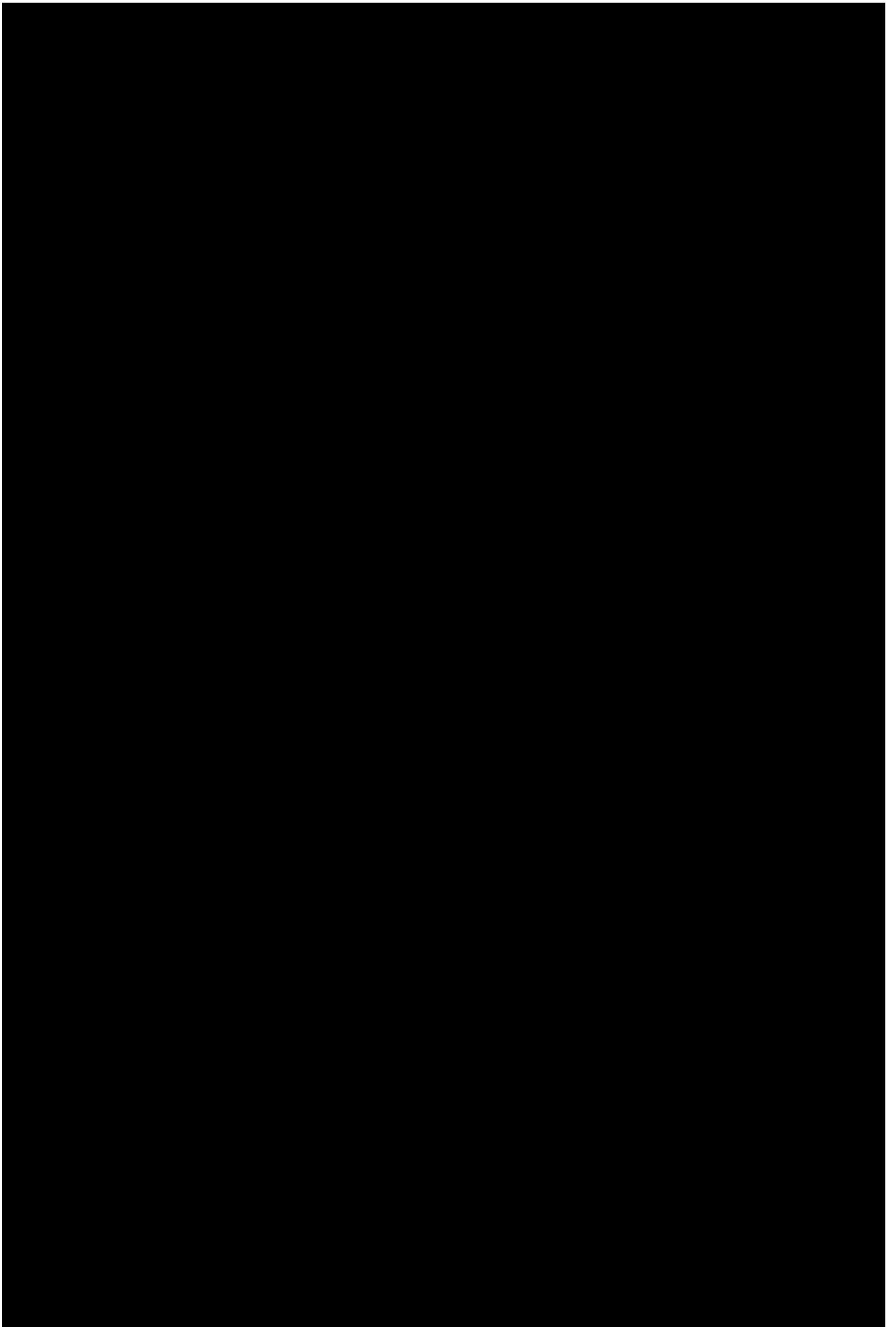


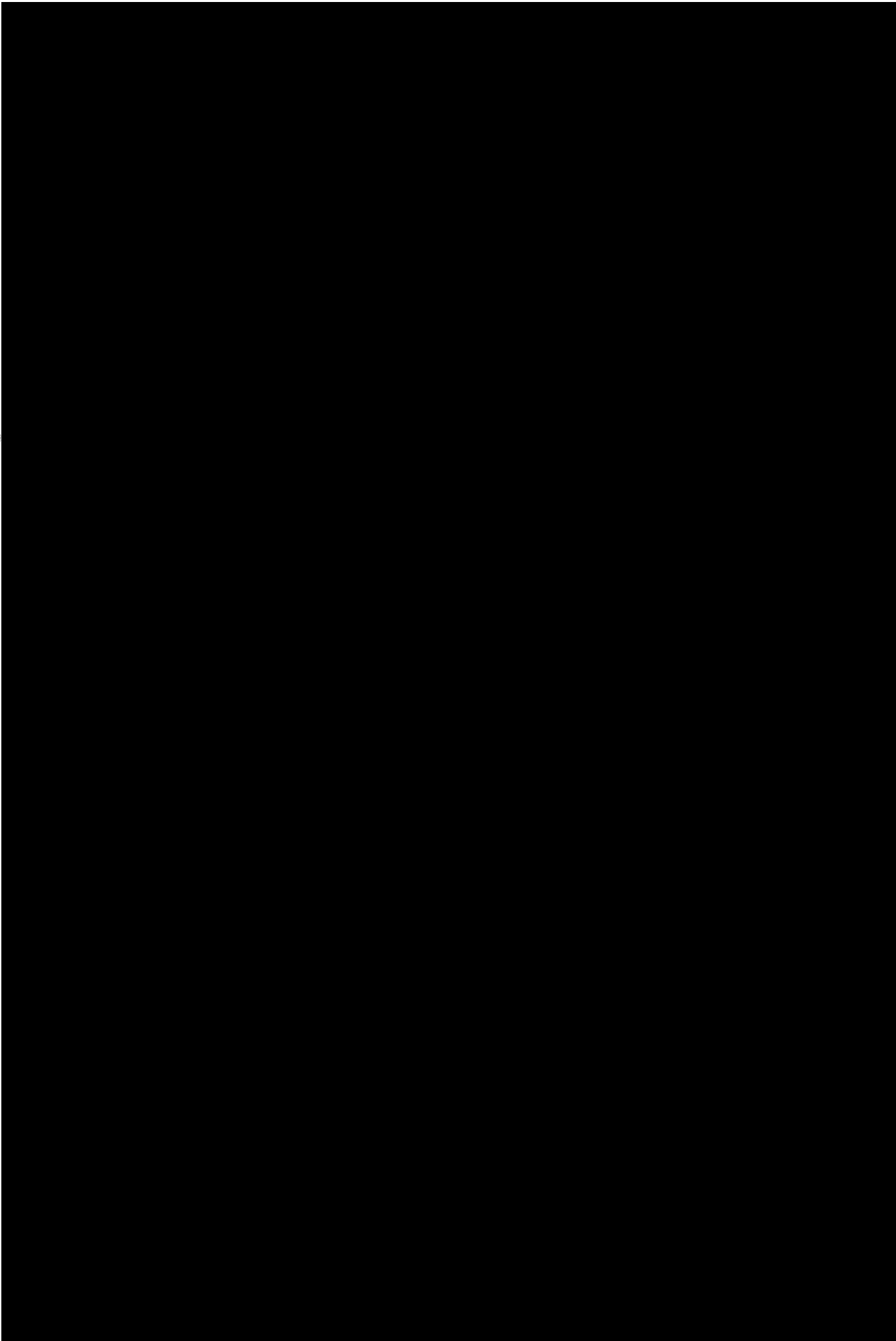


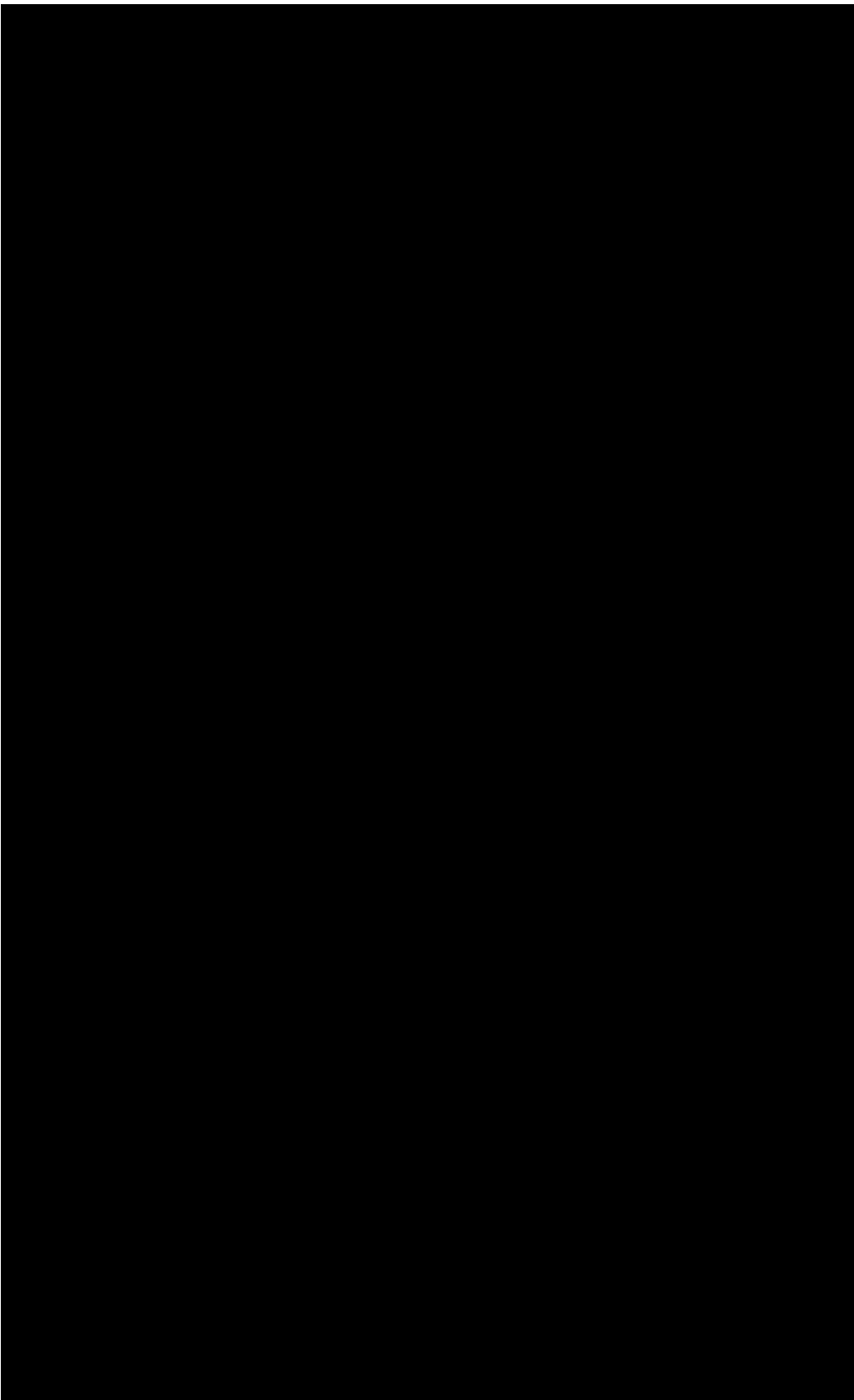


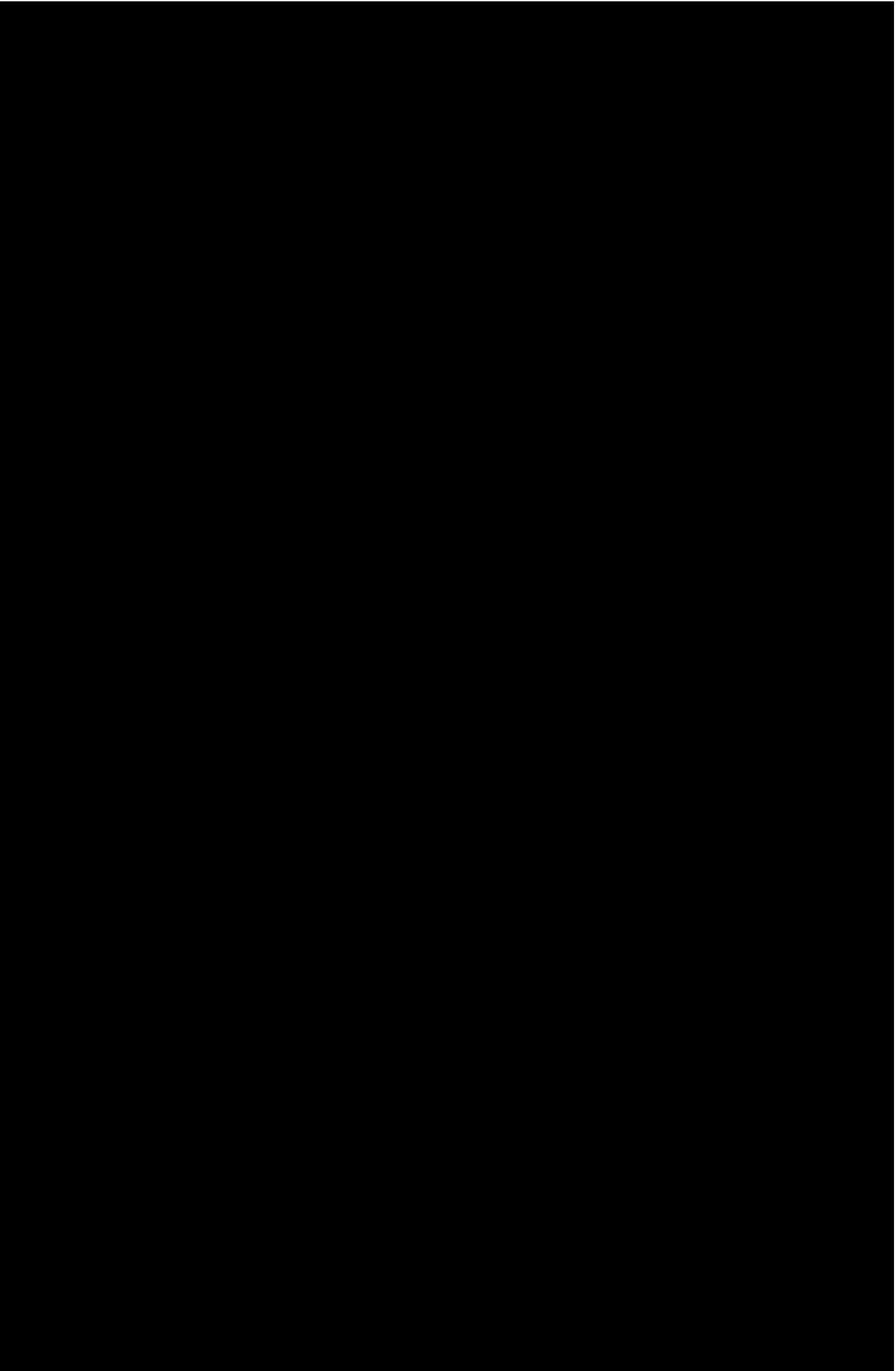






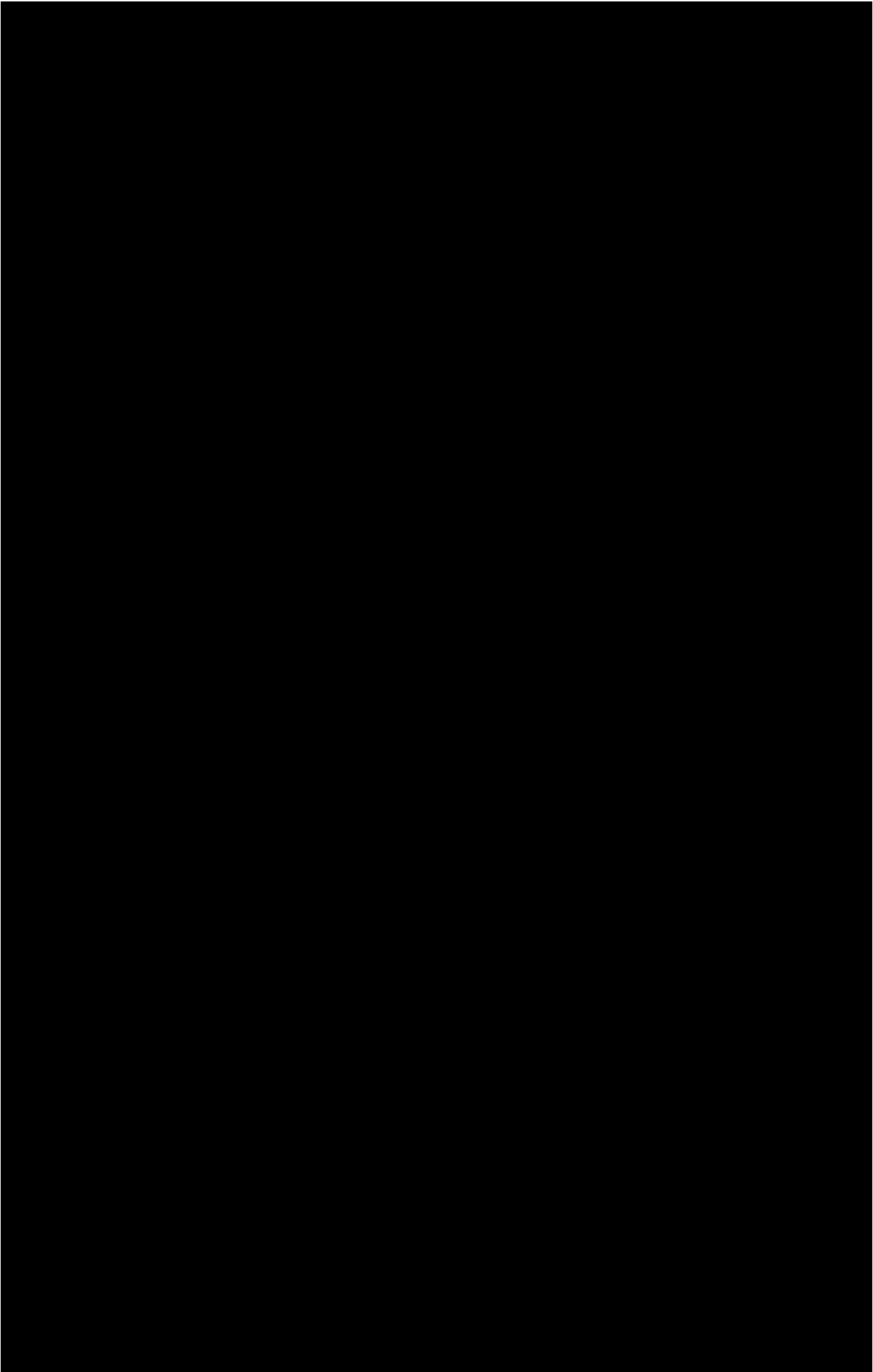


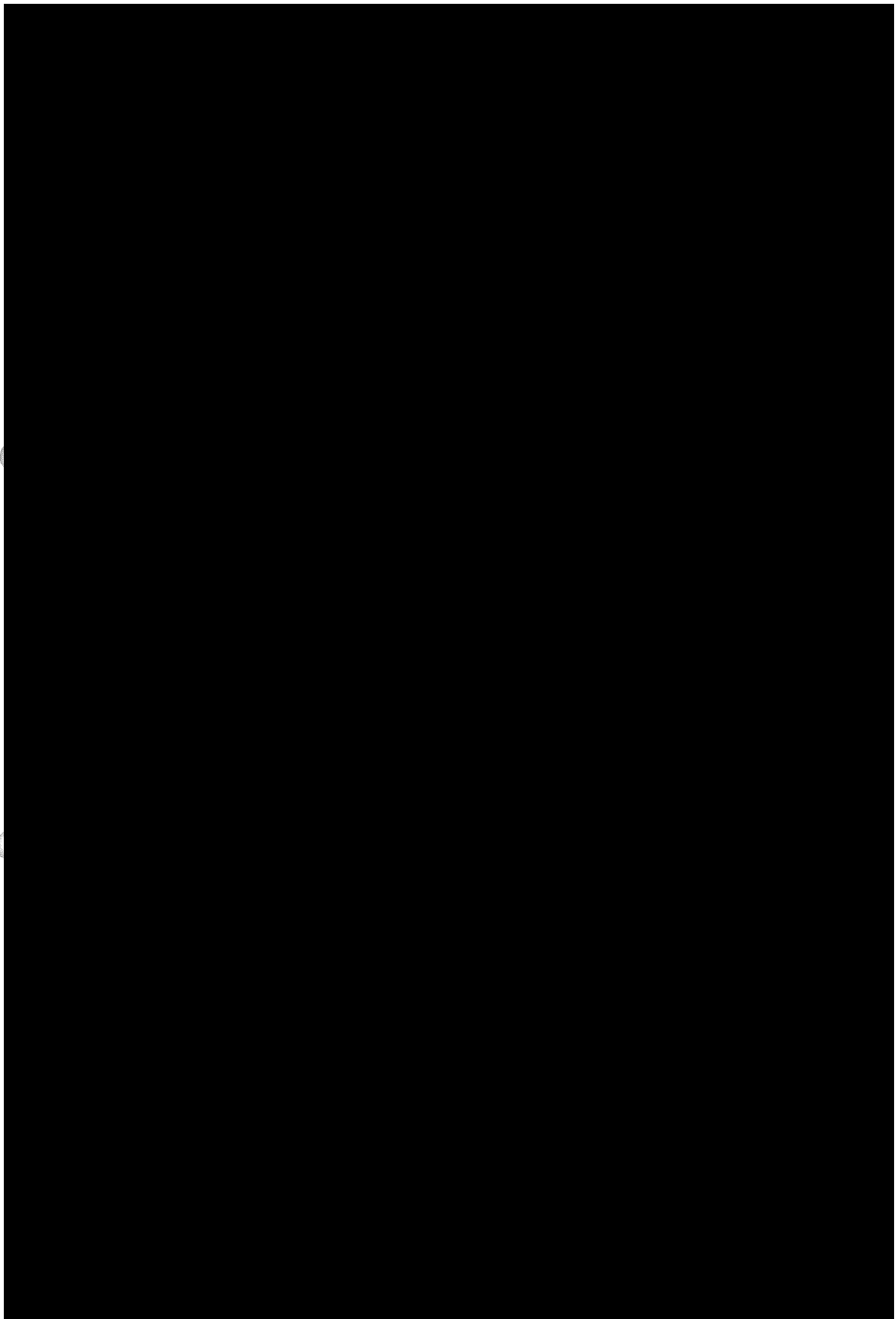


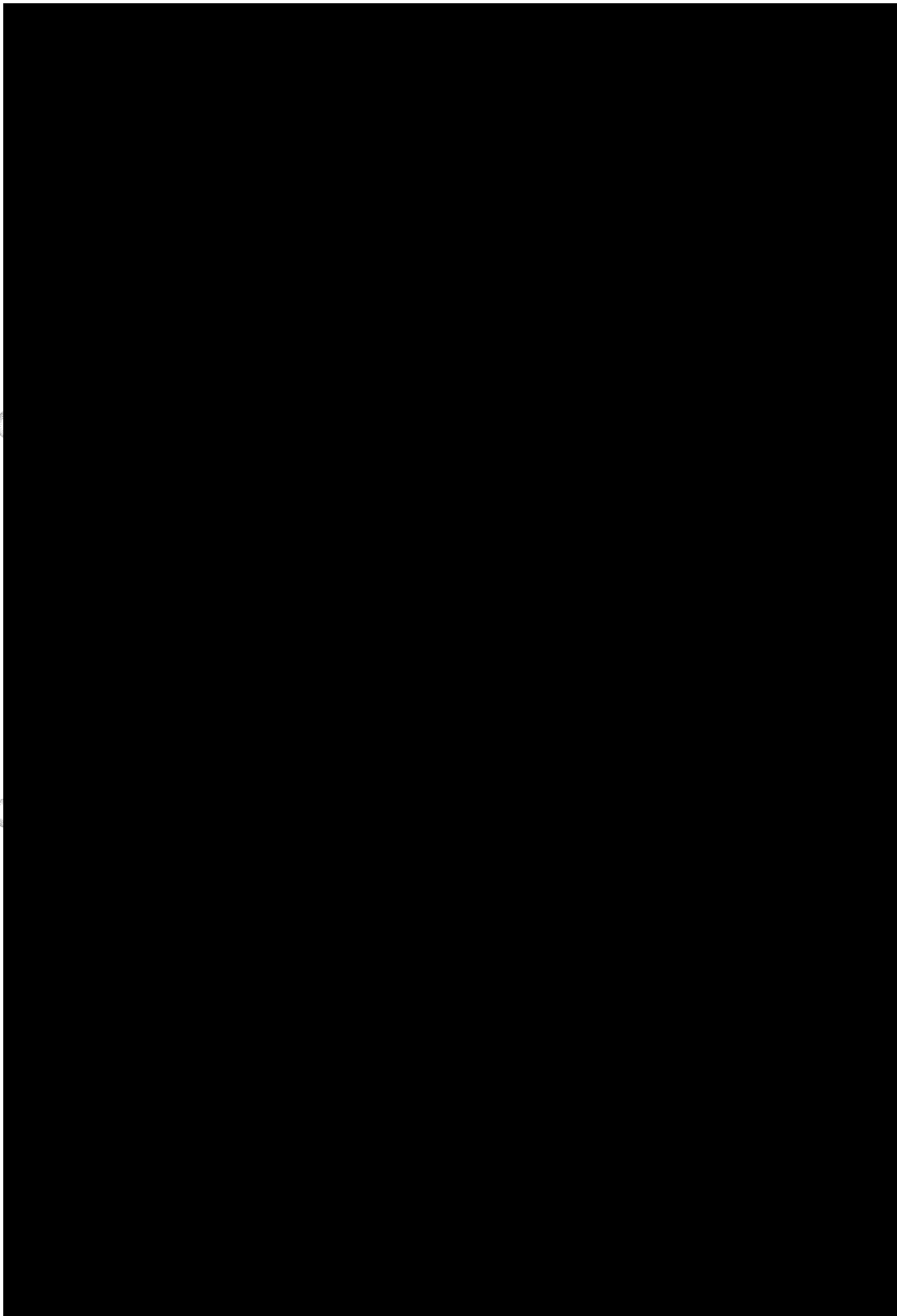




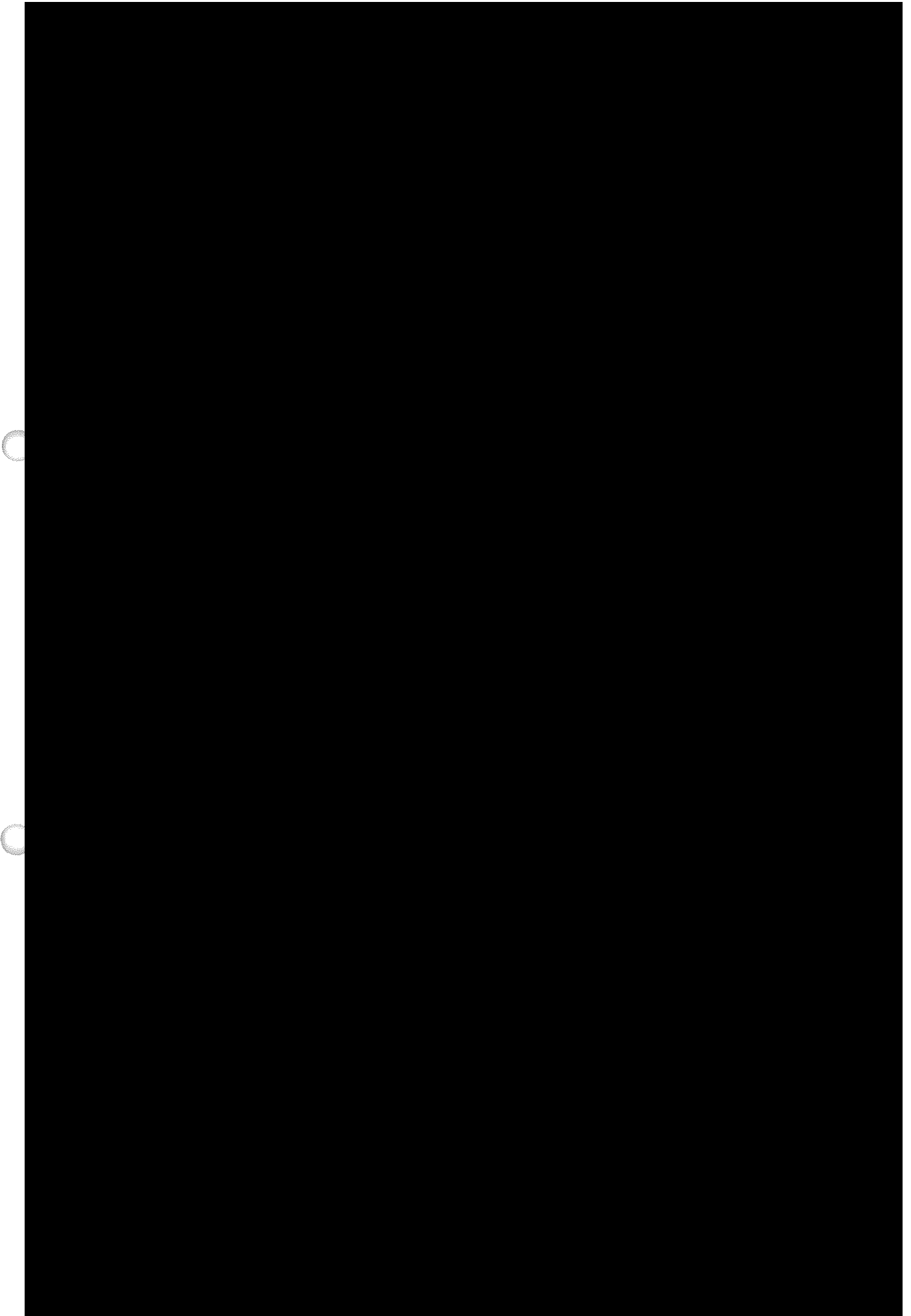


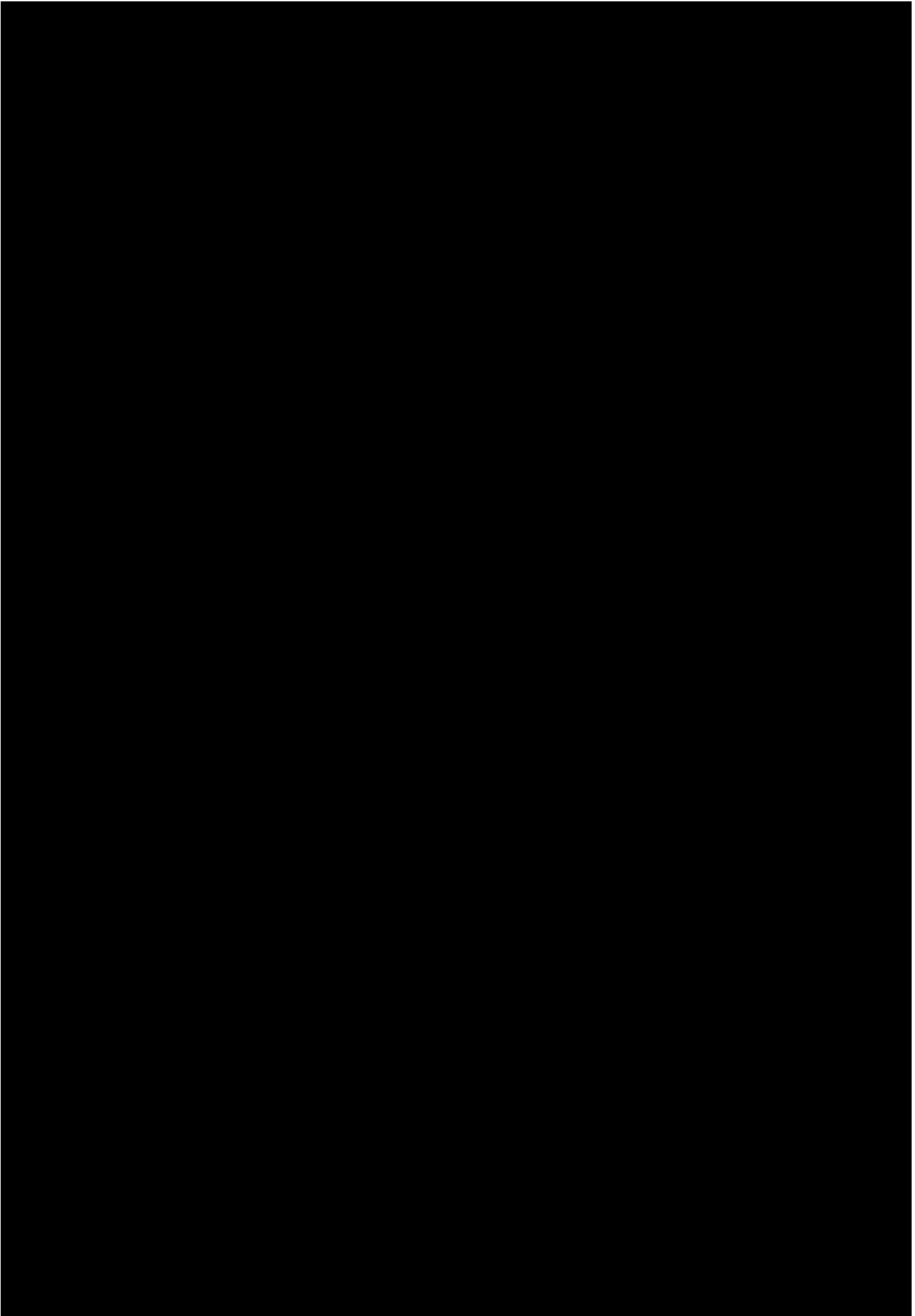




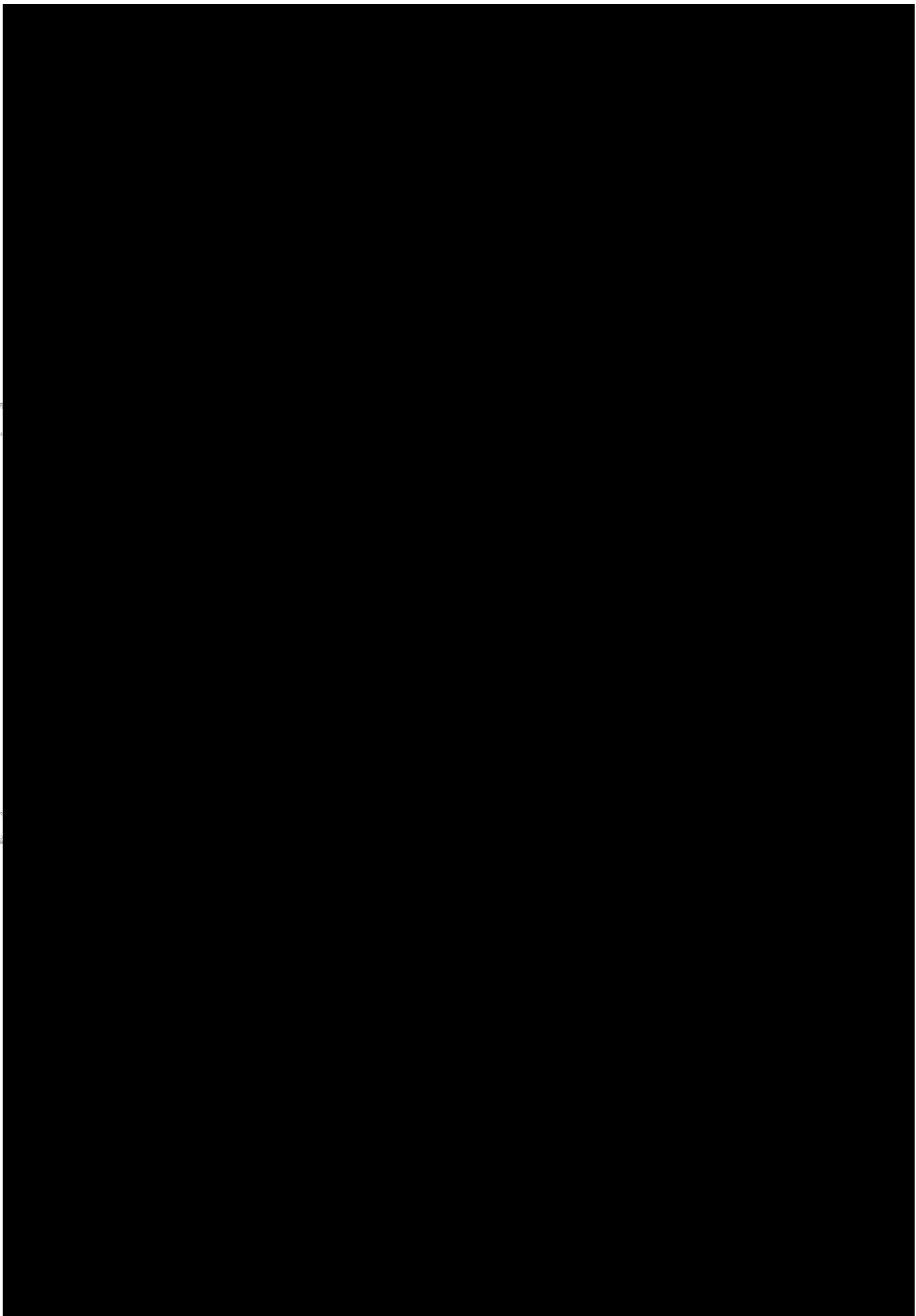




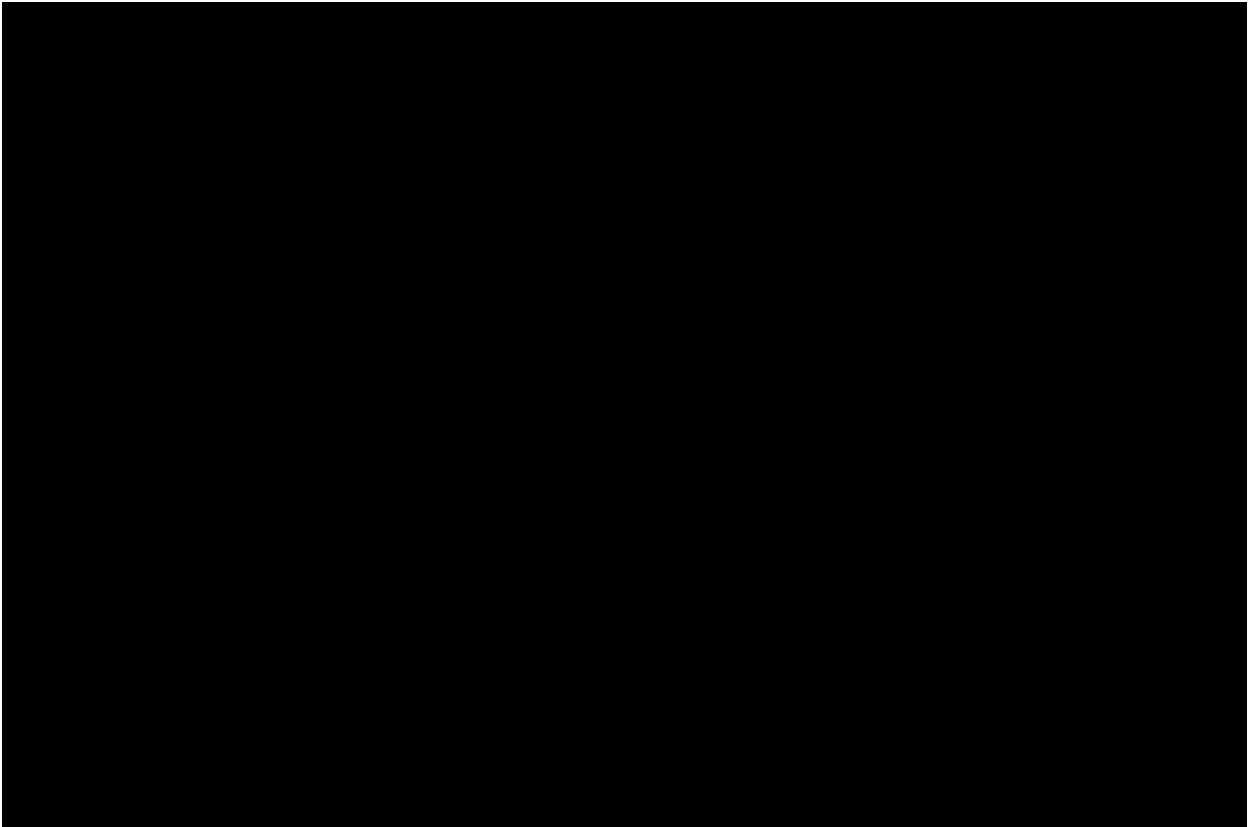




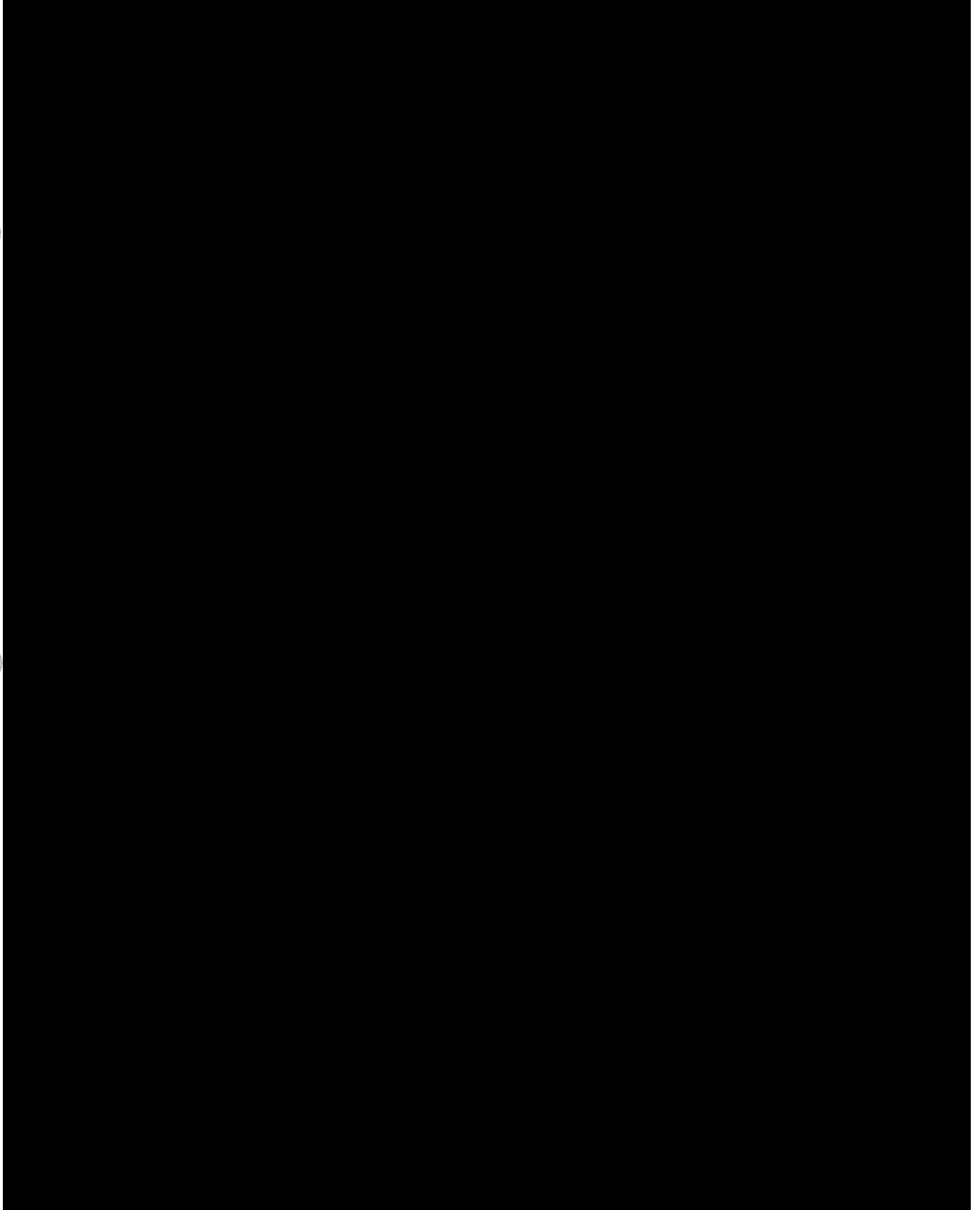


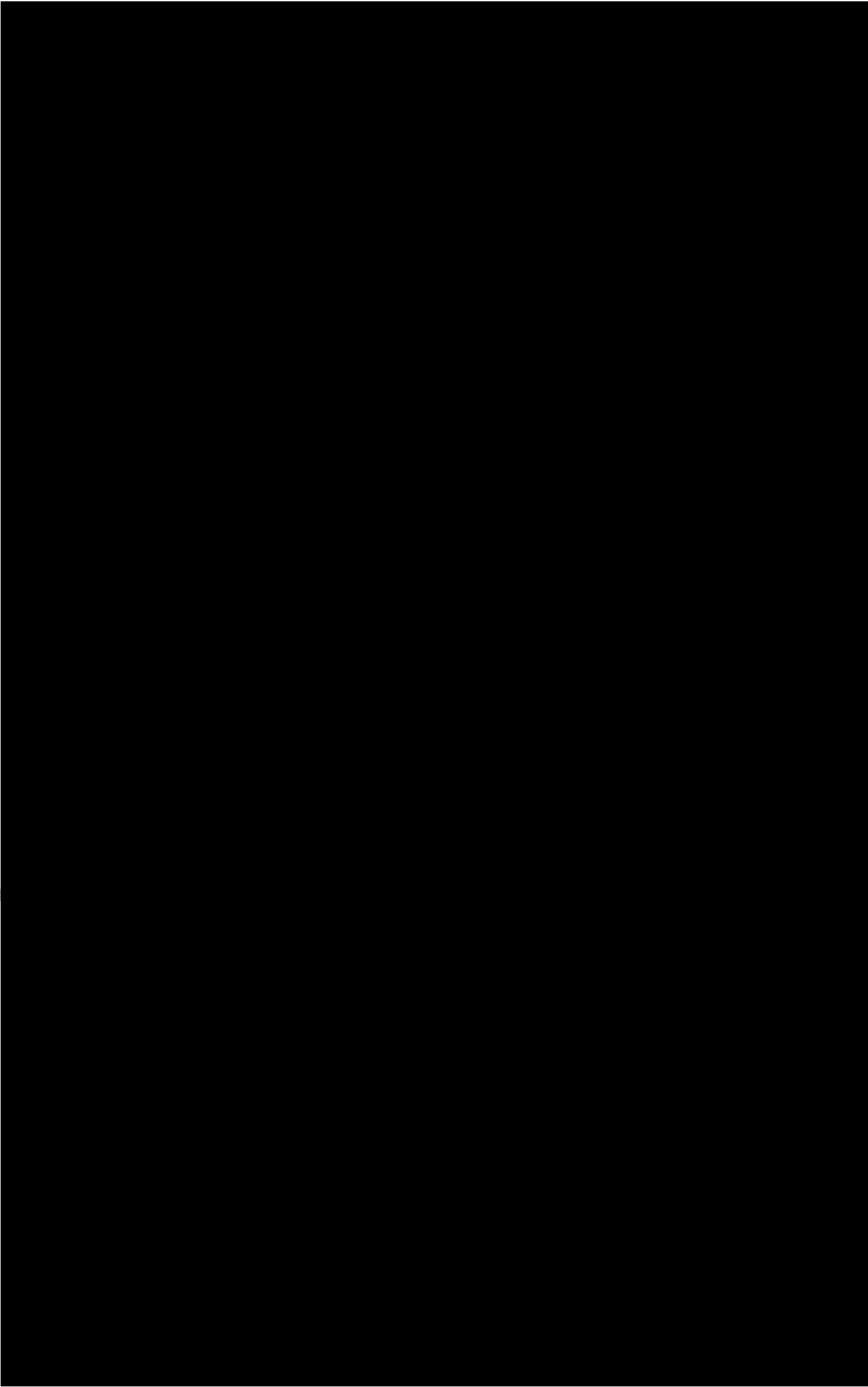


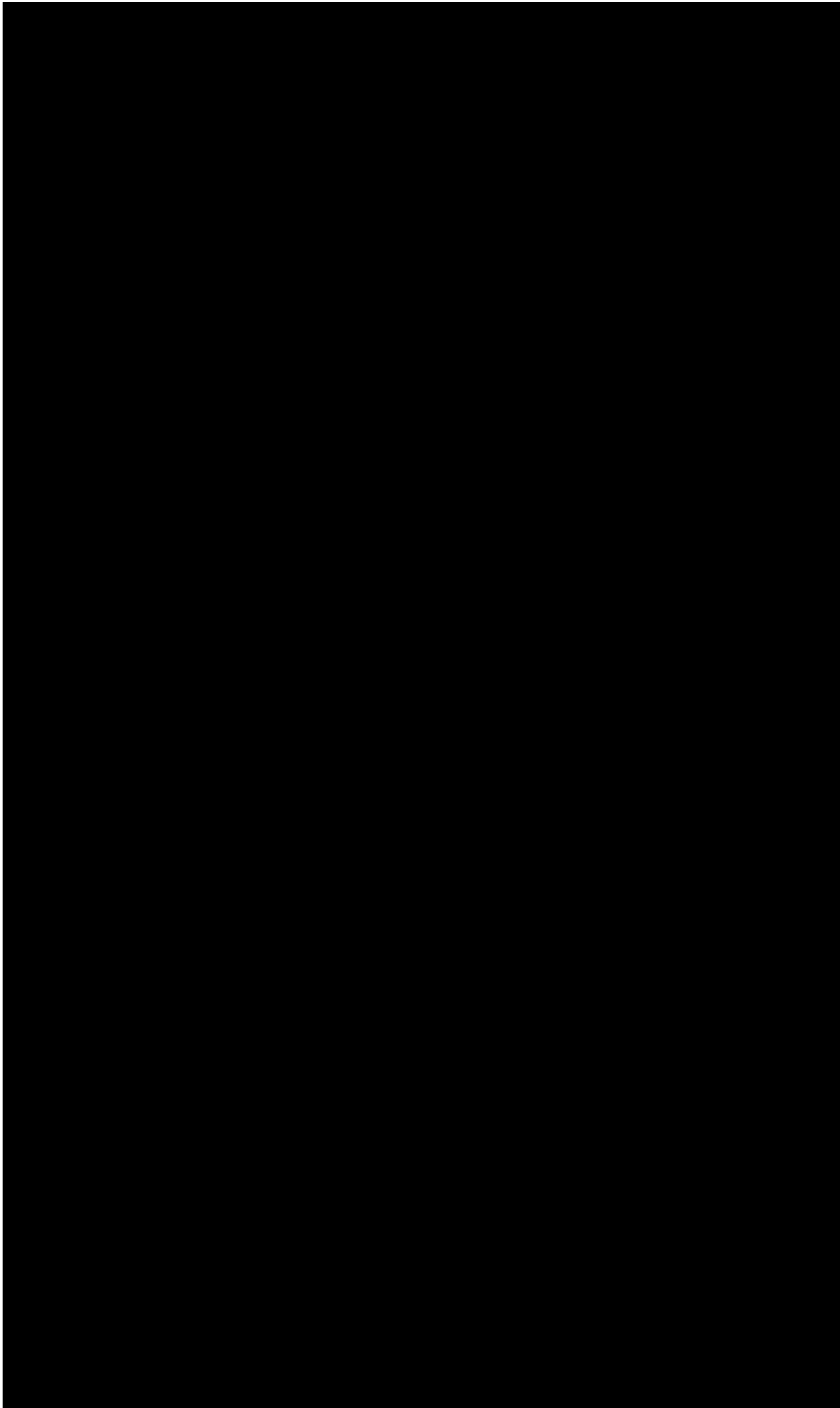
**SCHEDULE A20
Early Works**

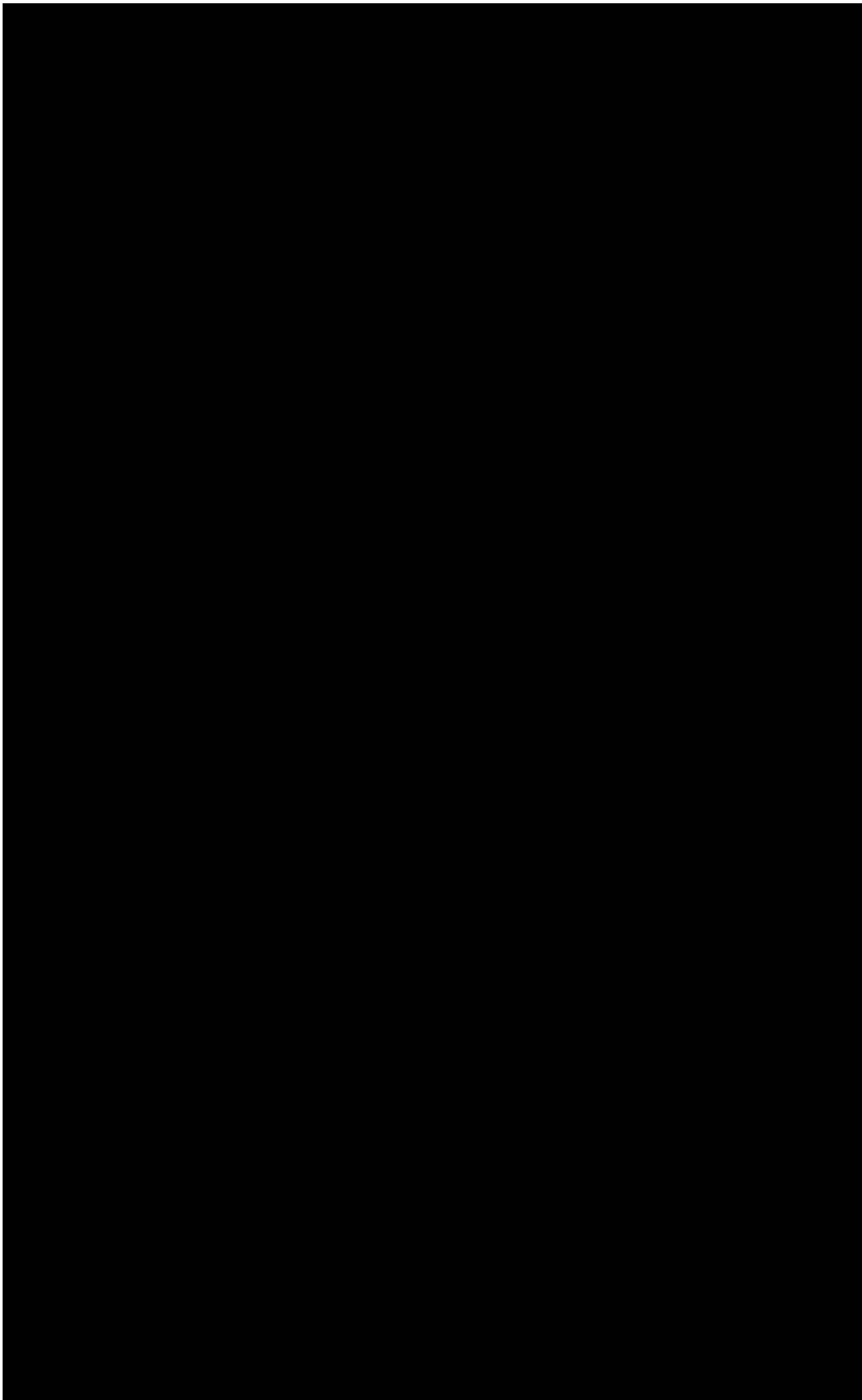


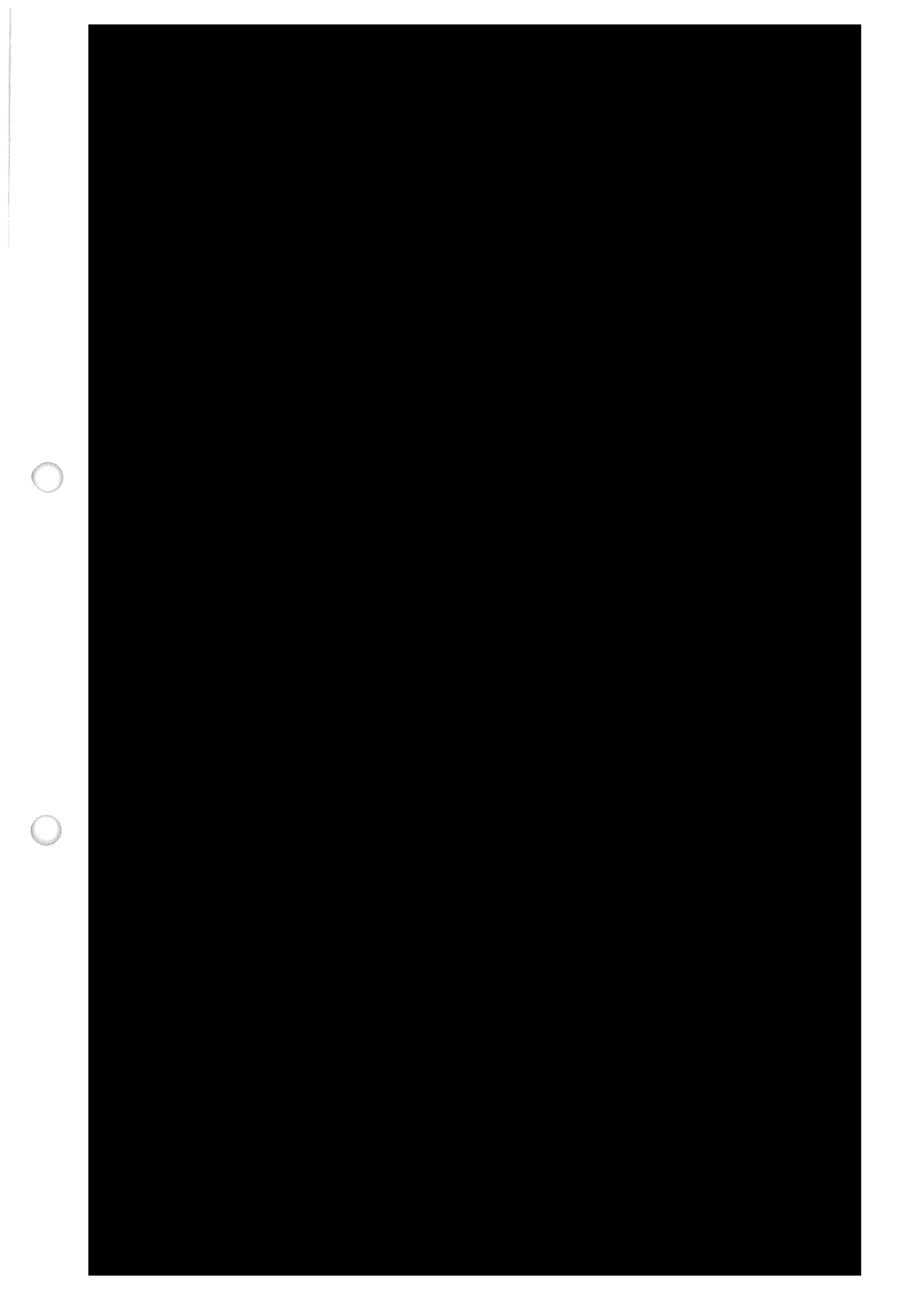
Schedule A21 – TSE Adjustment Works Risk Allocation

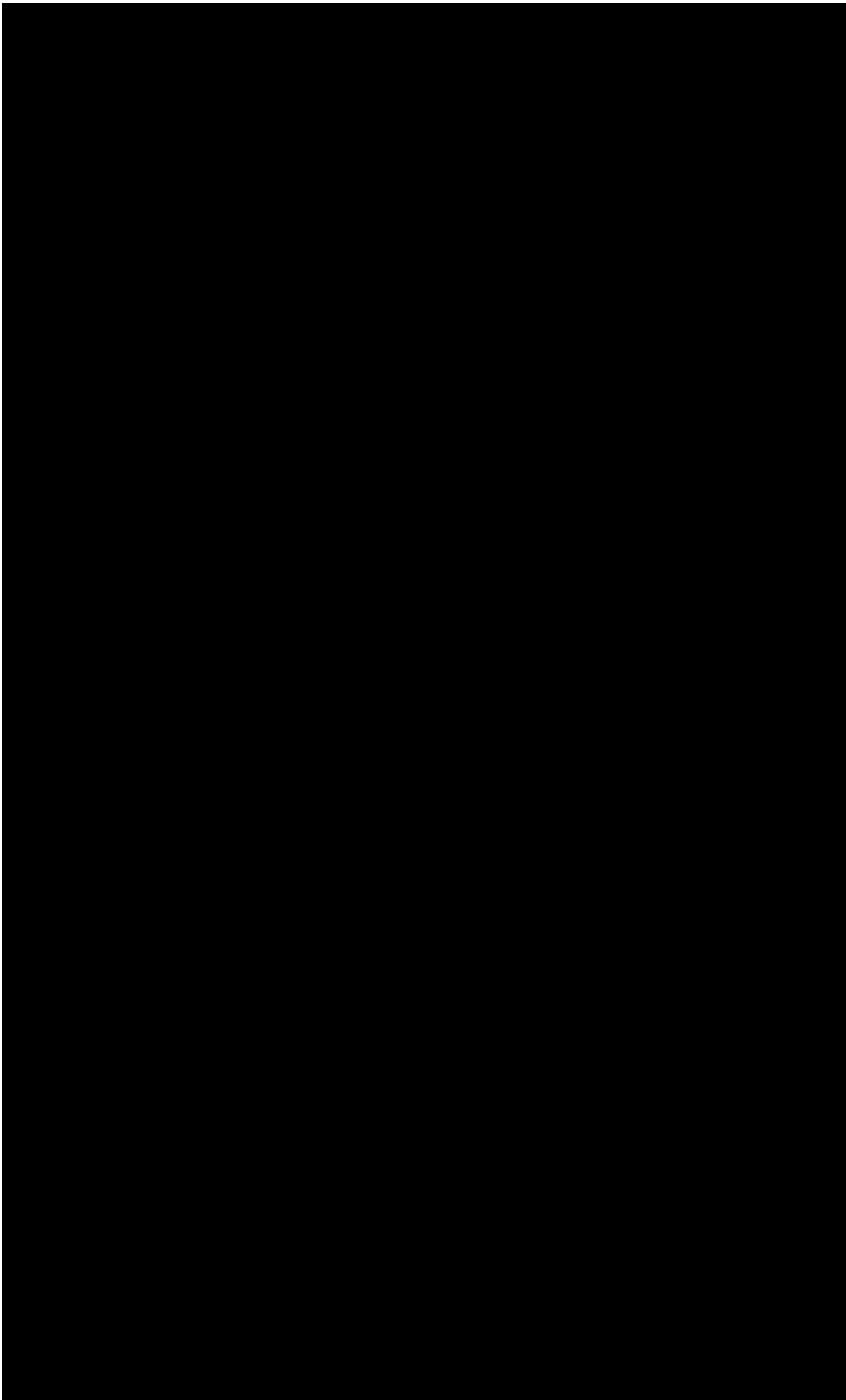


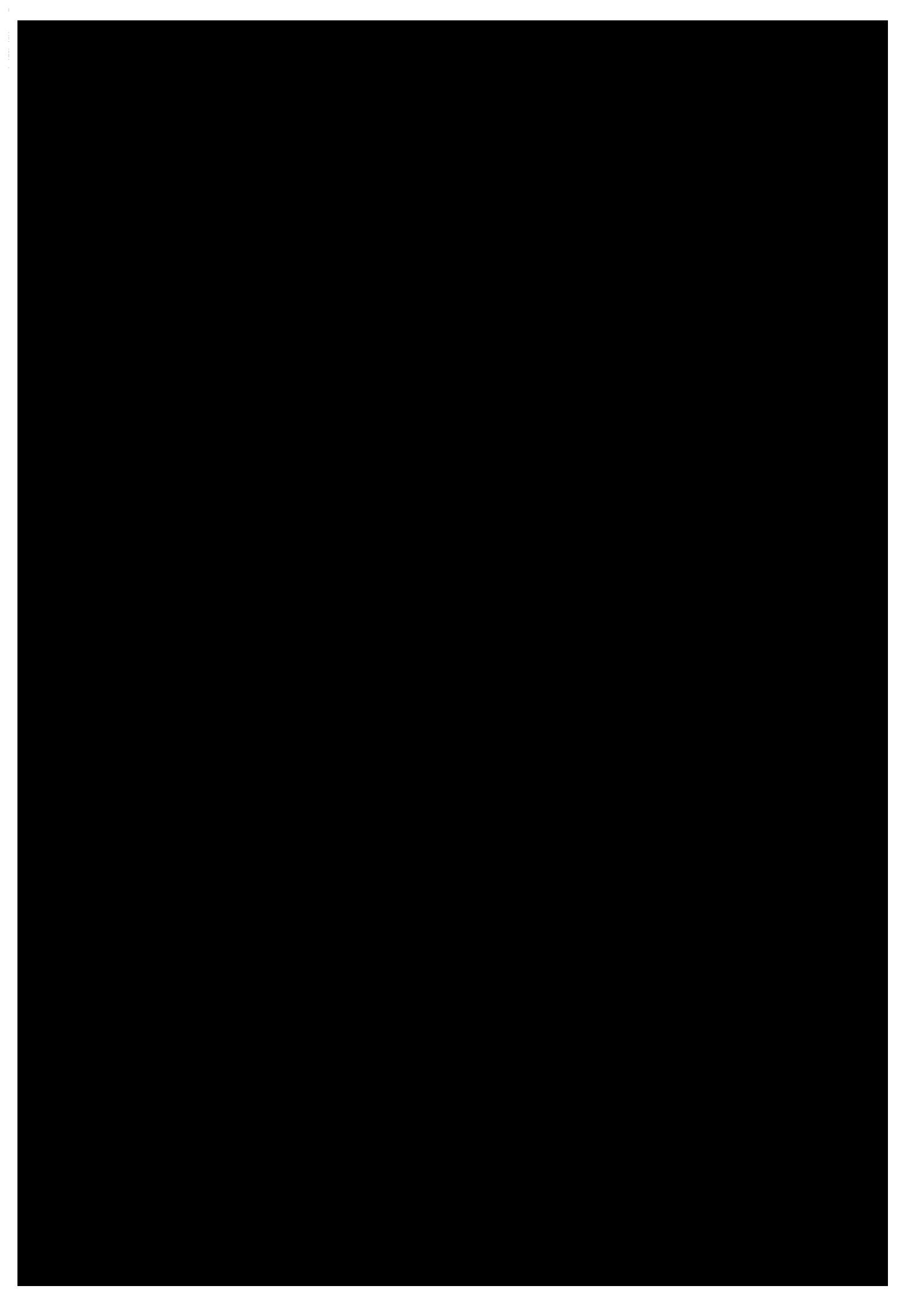




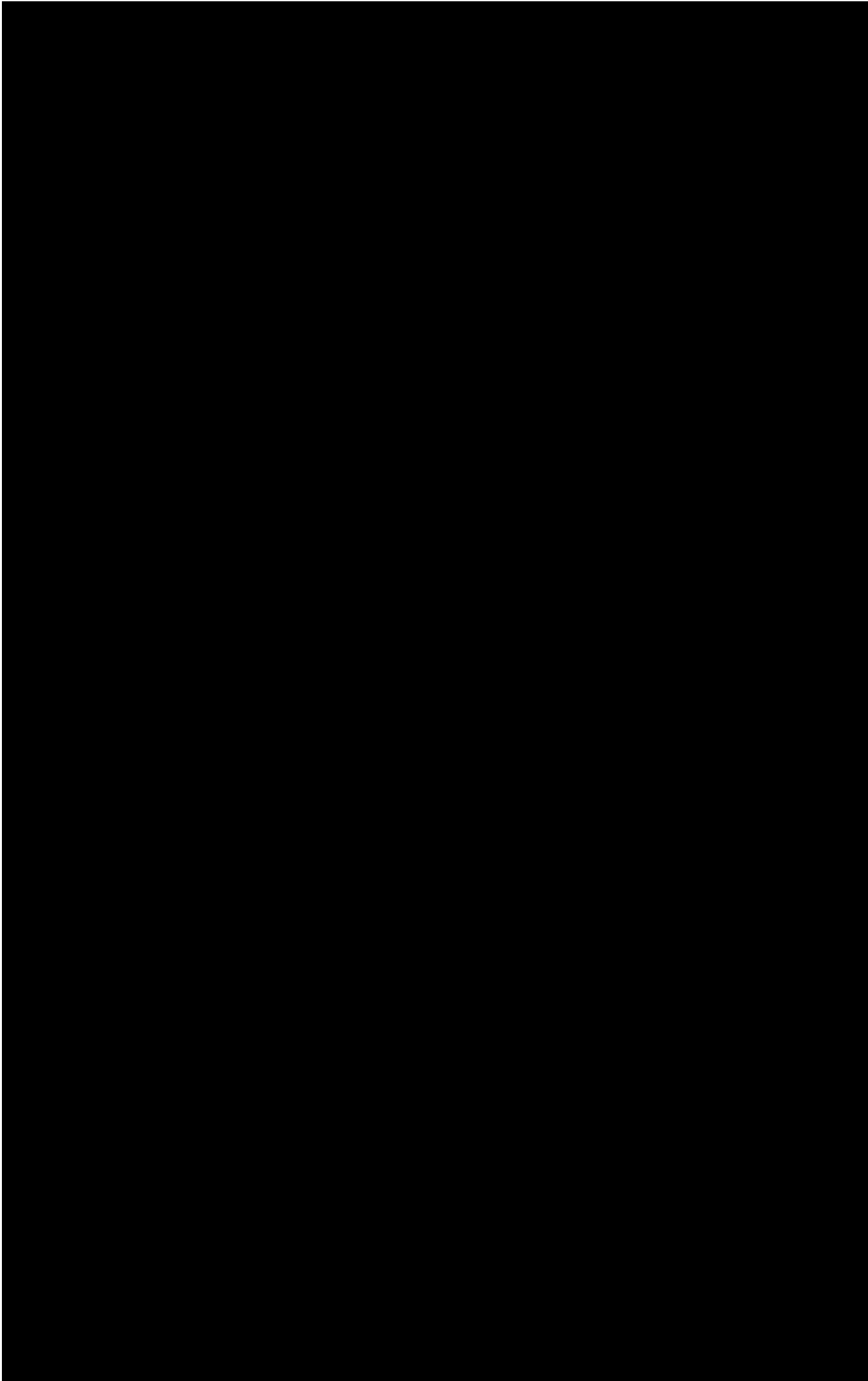


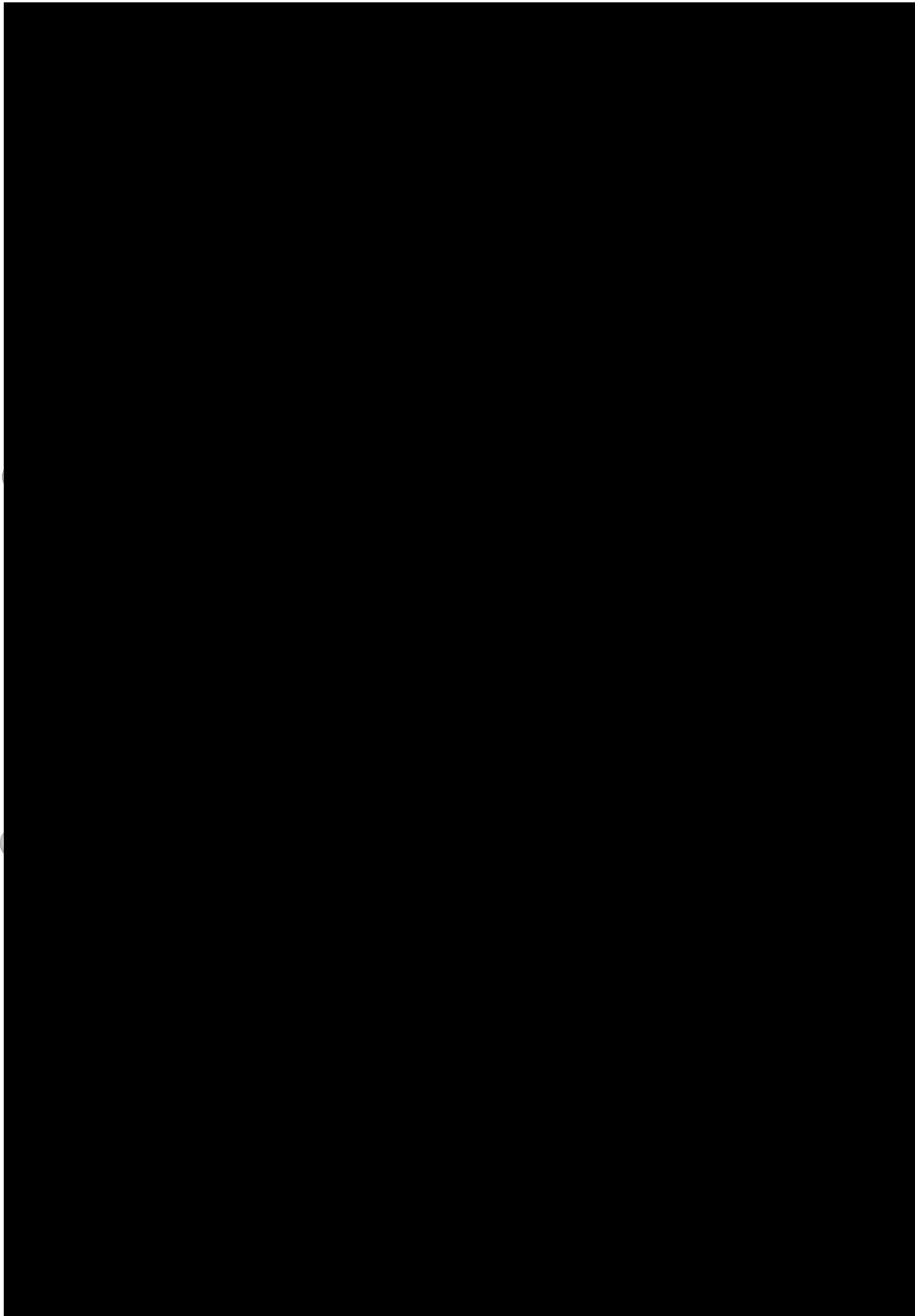




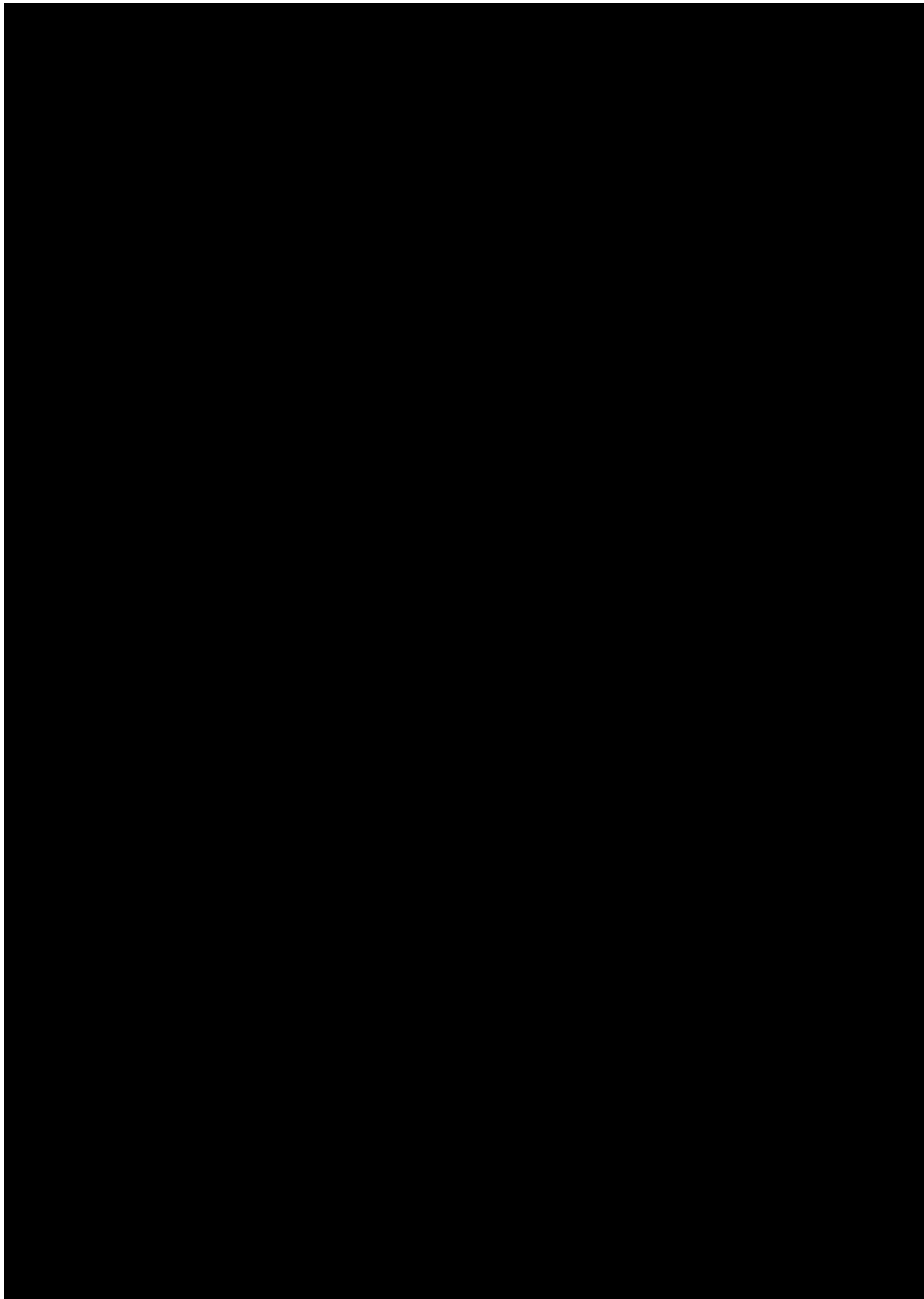


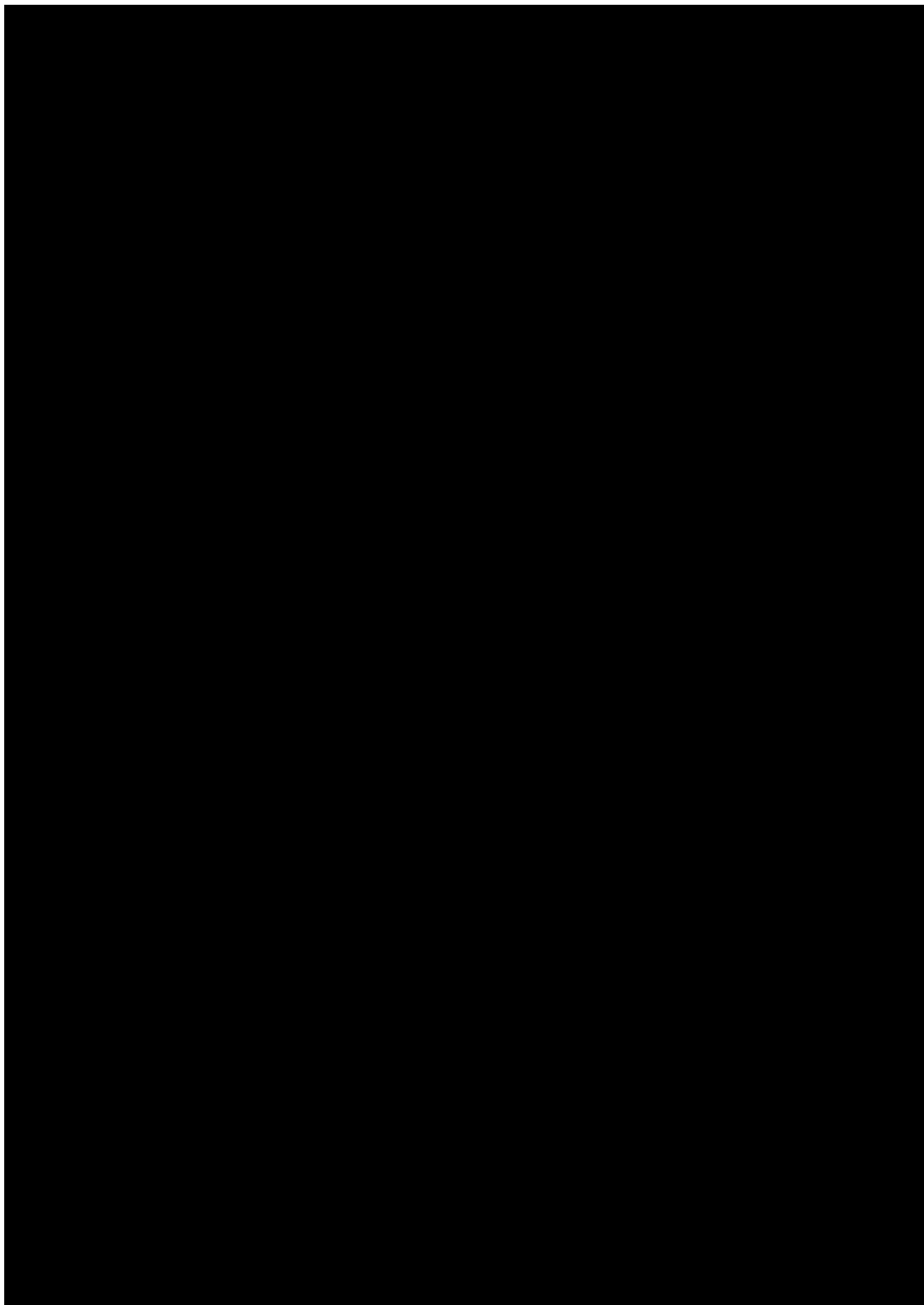


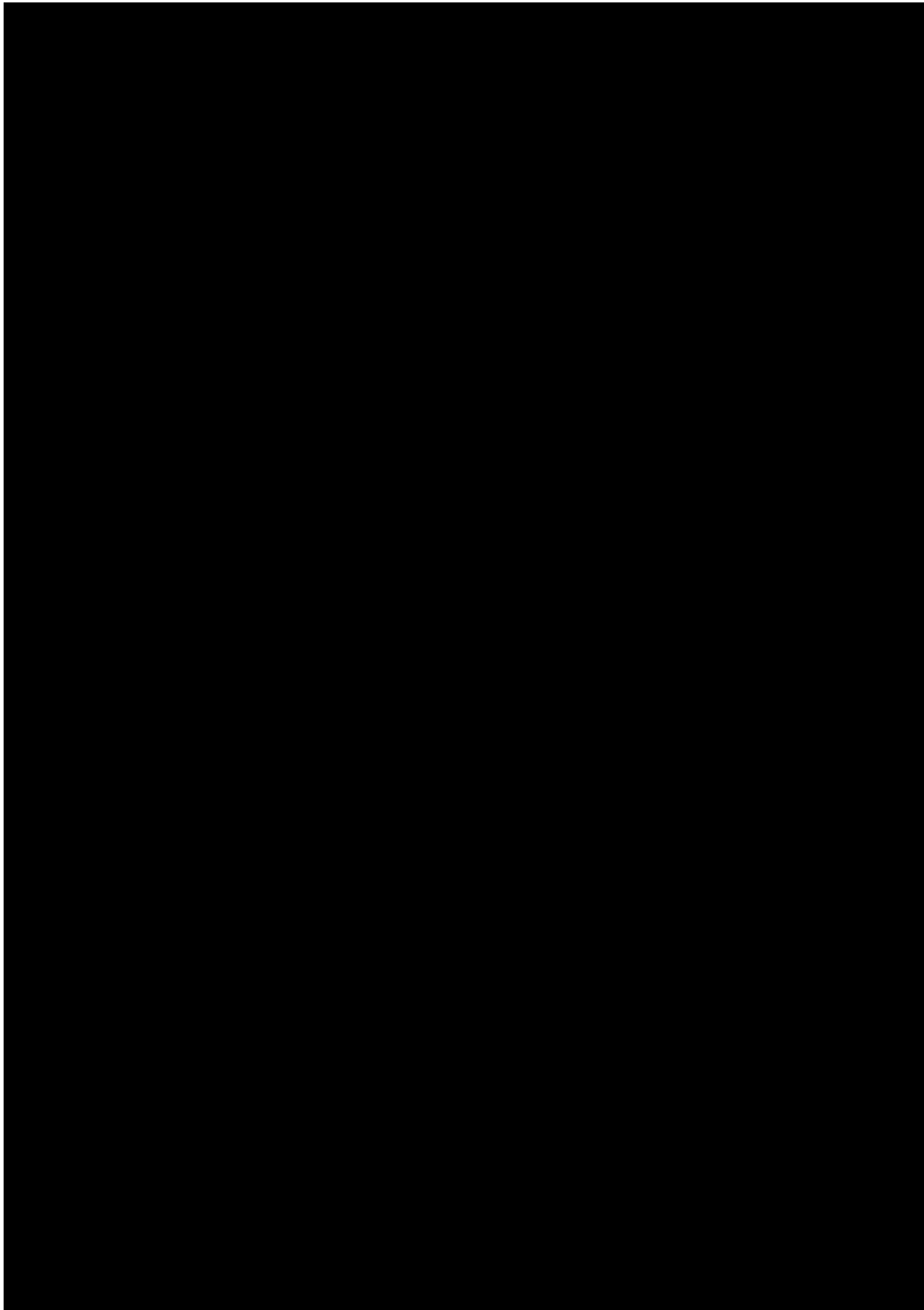


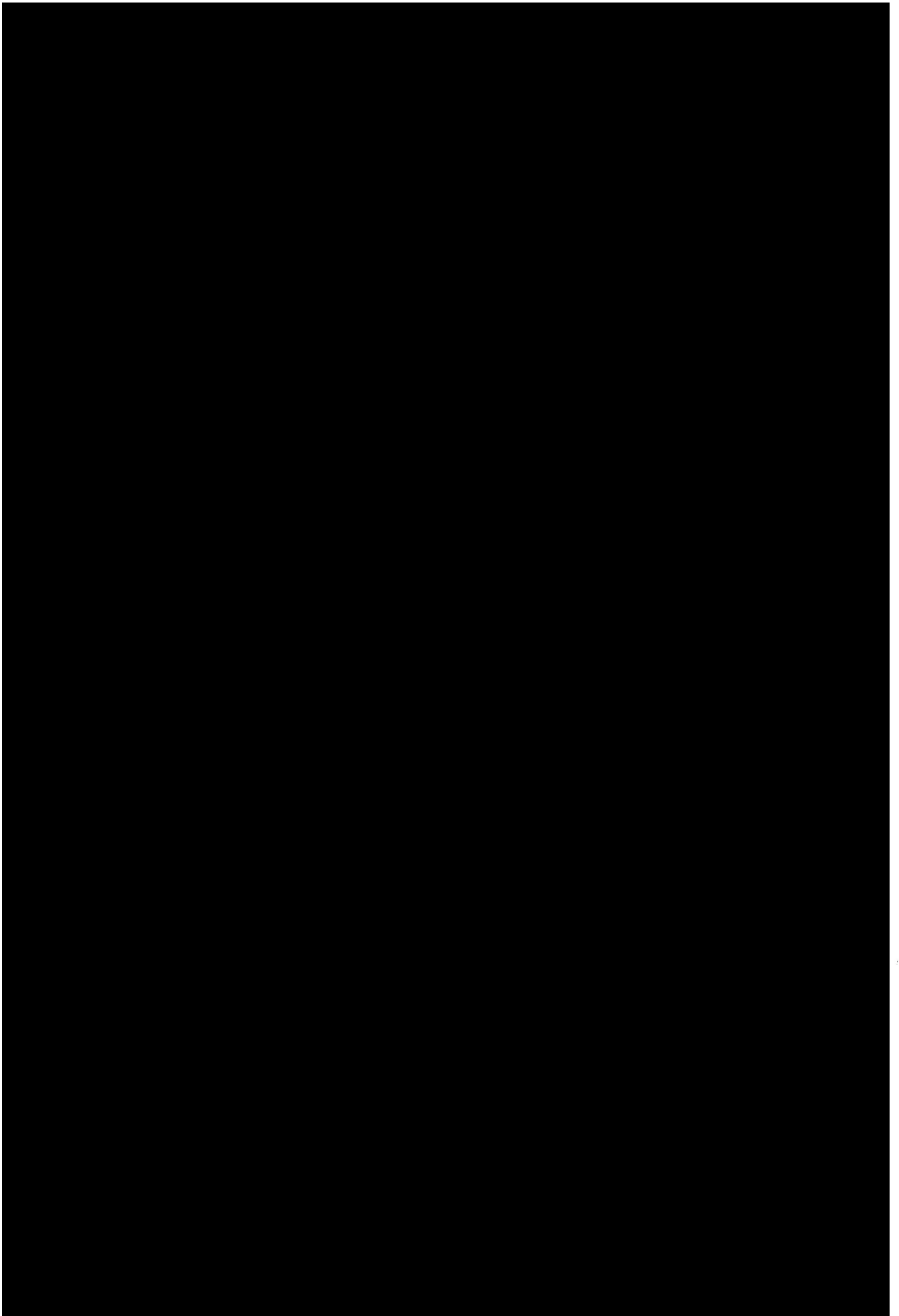


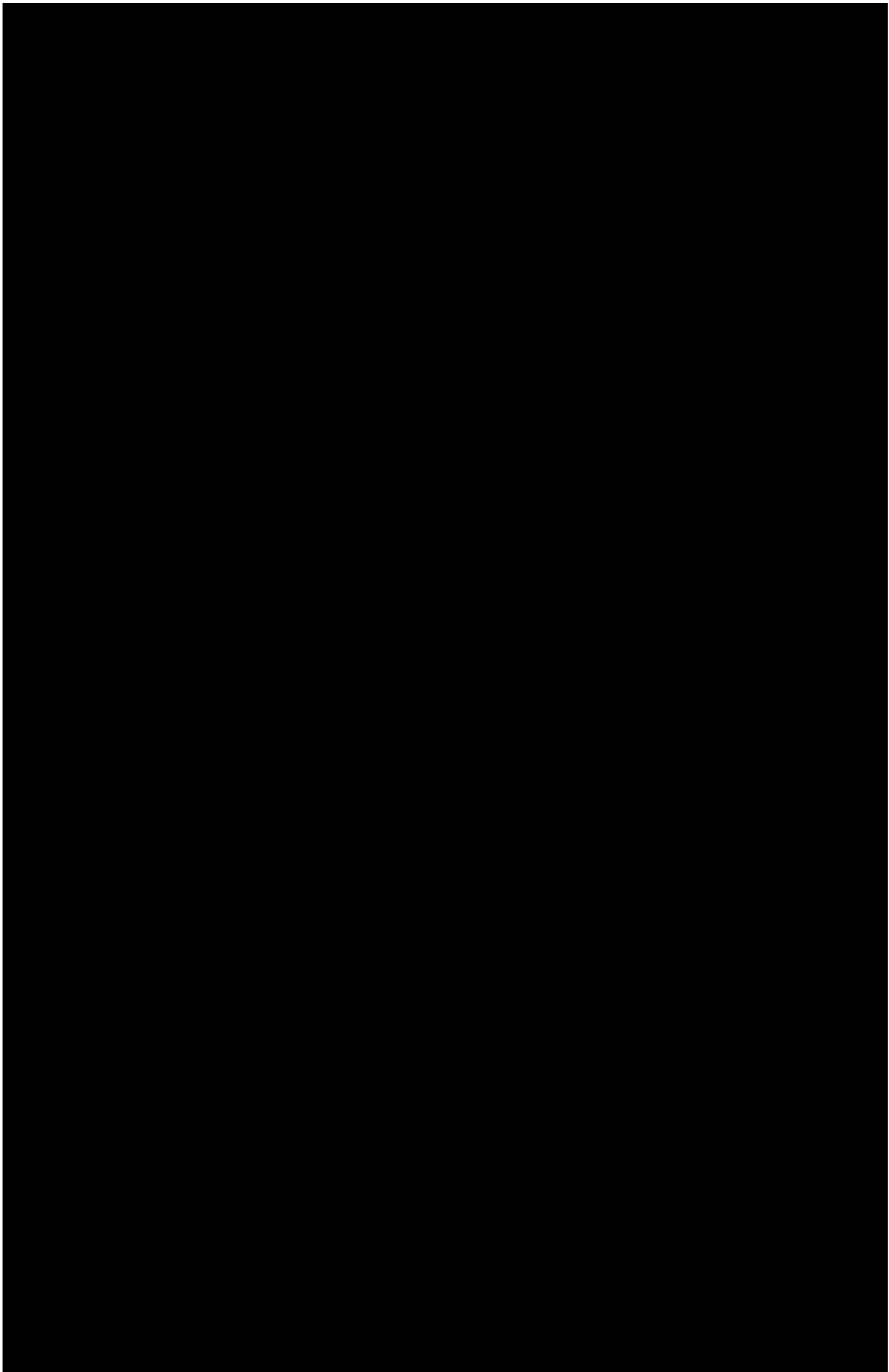




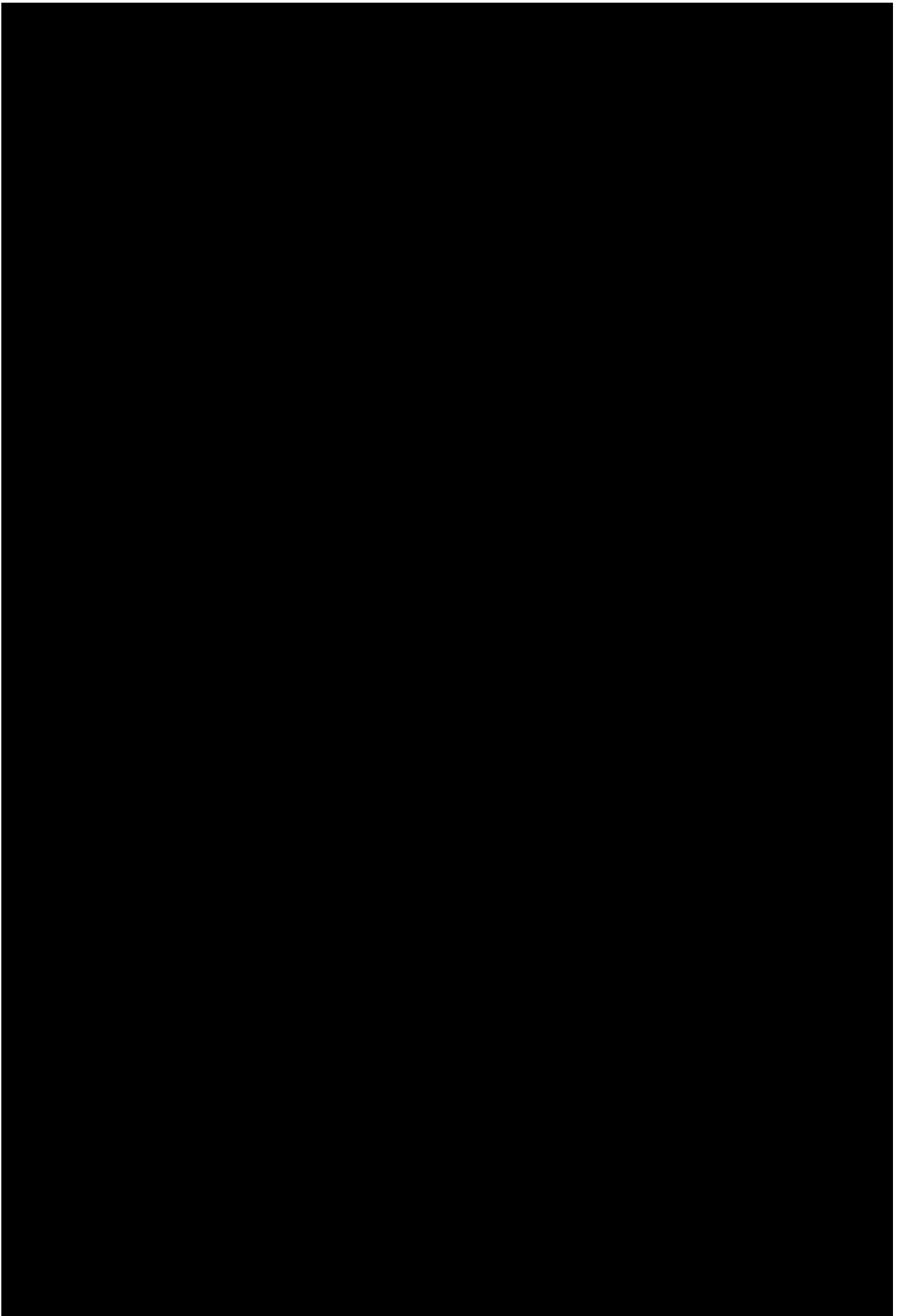


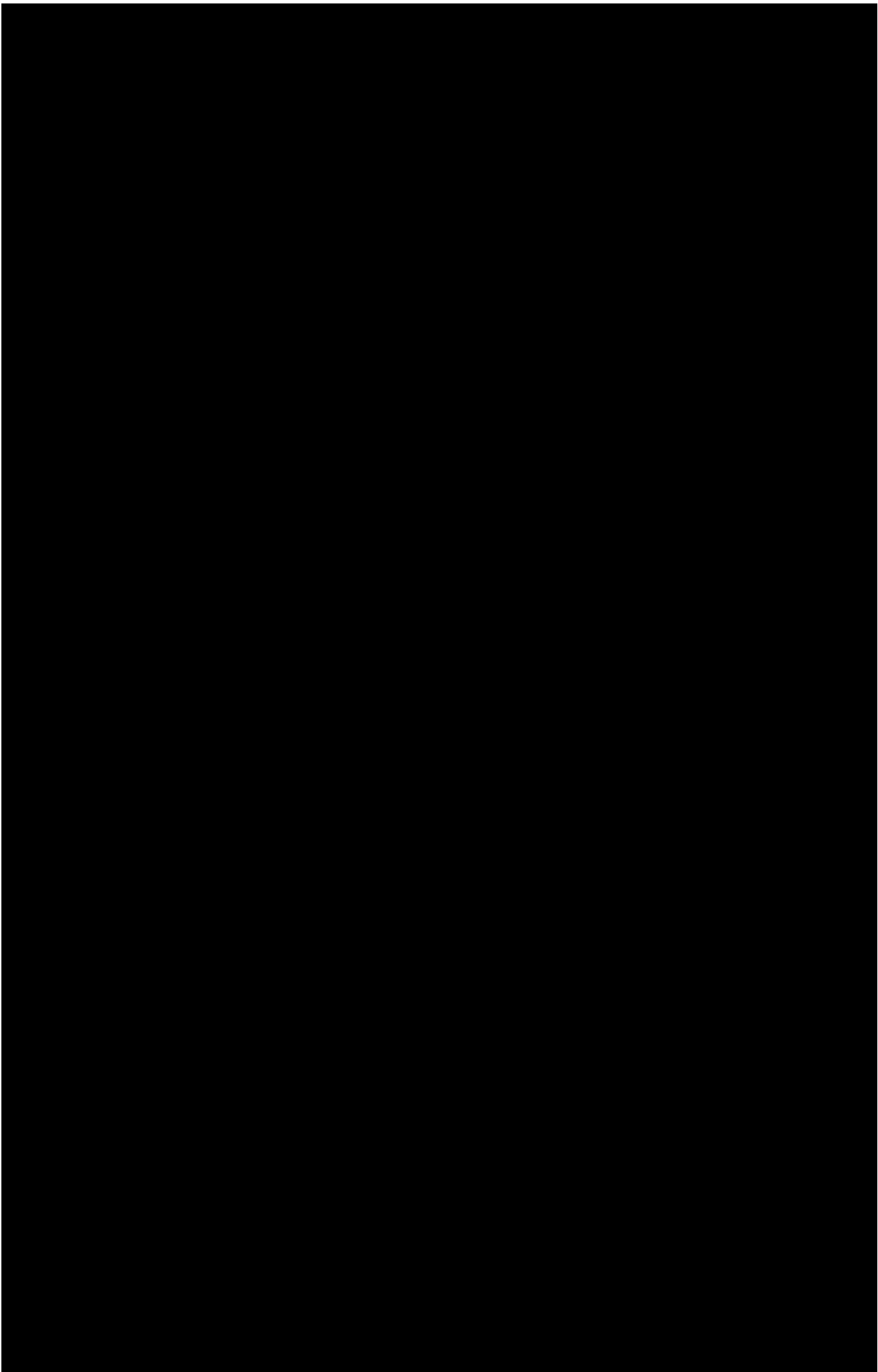


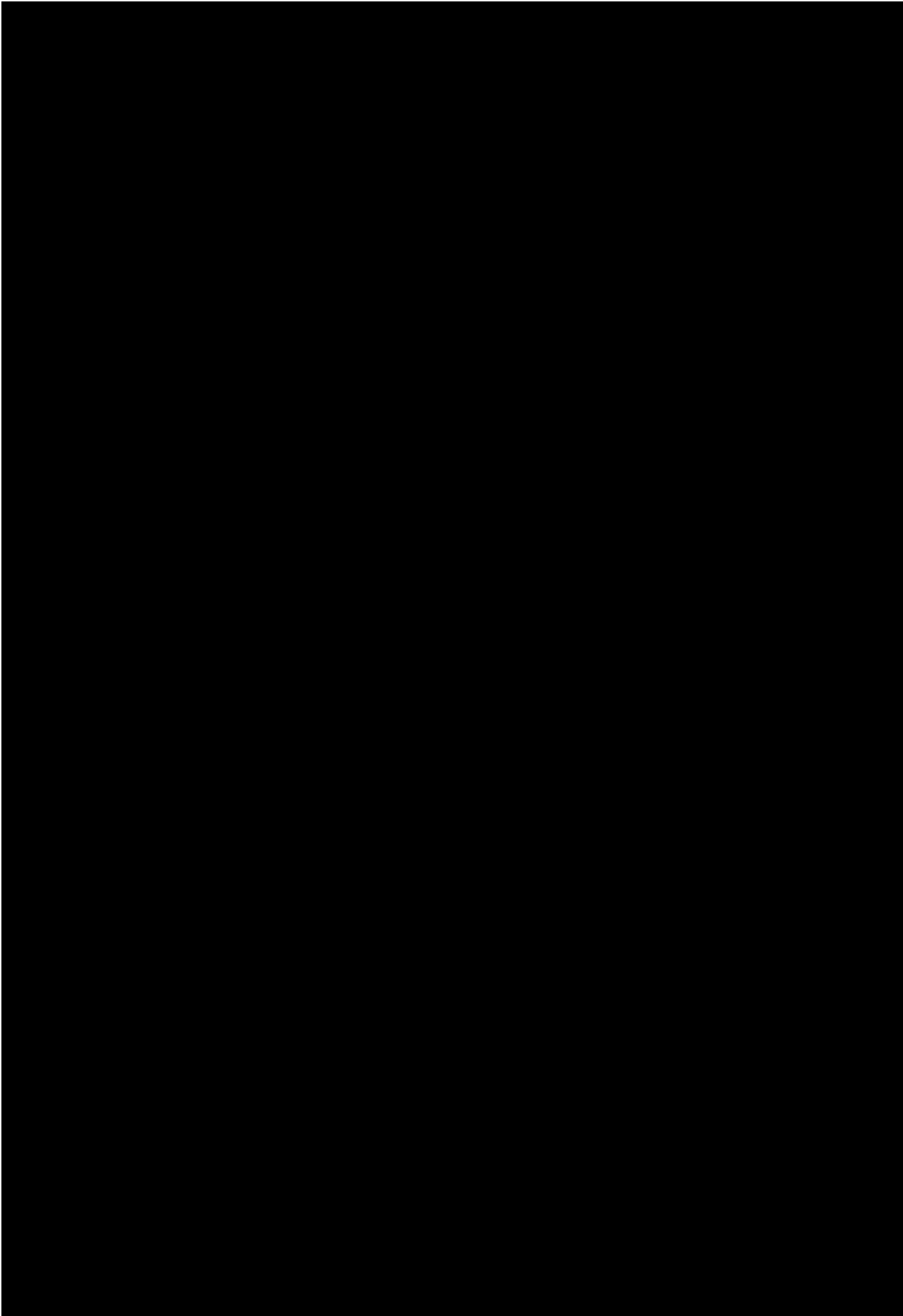


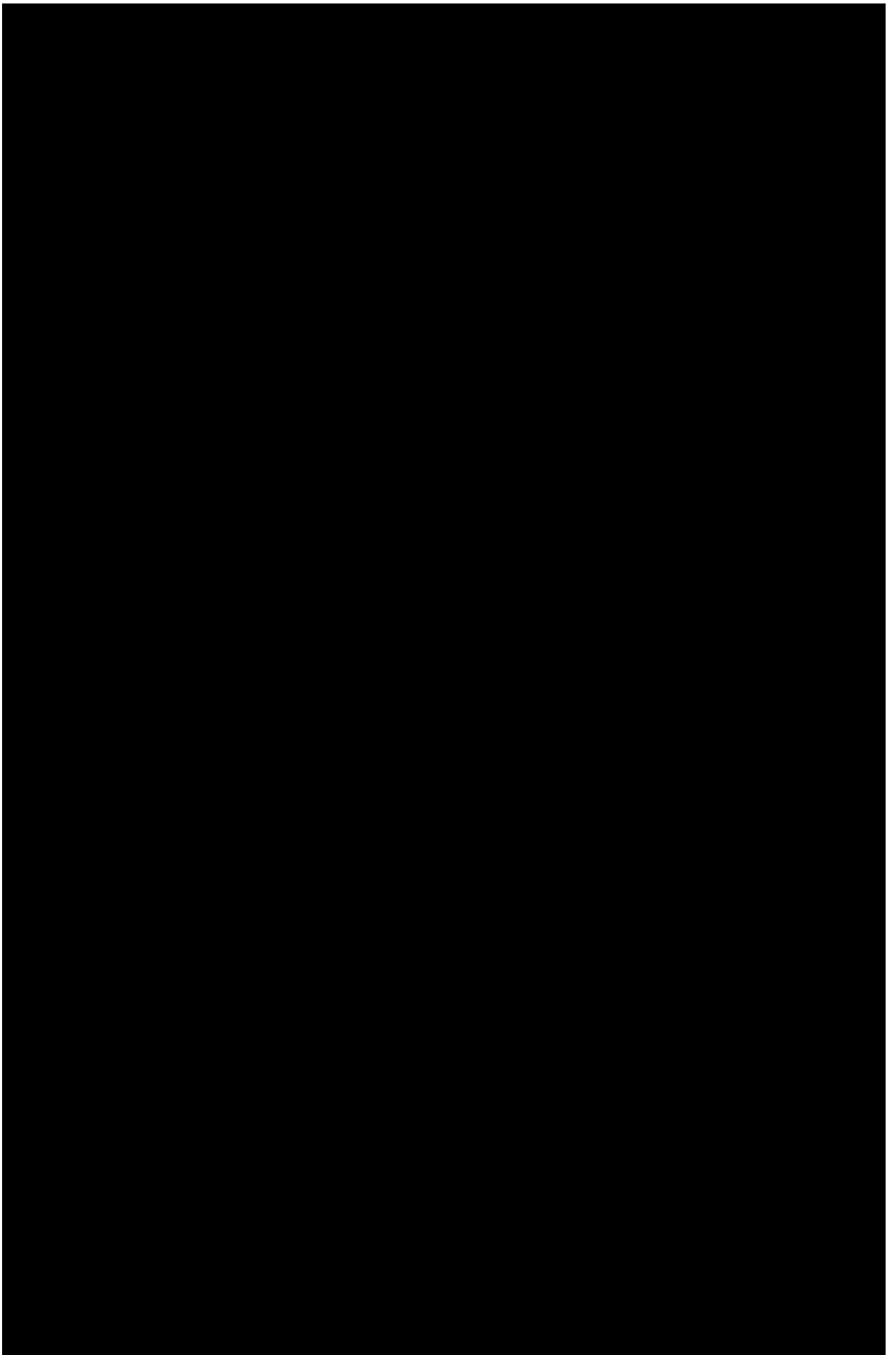


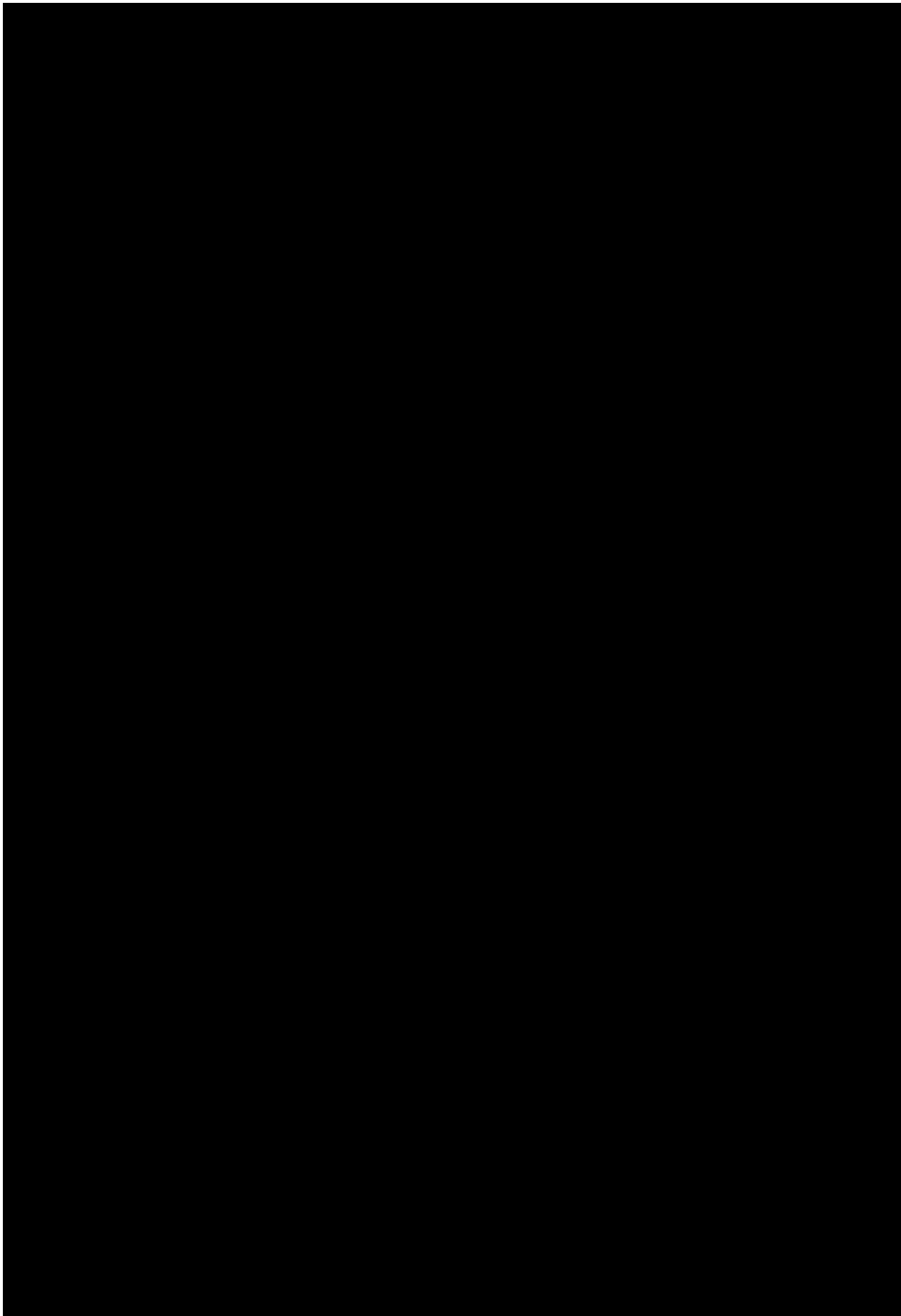
SCHEDULE A22

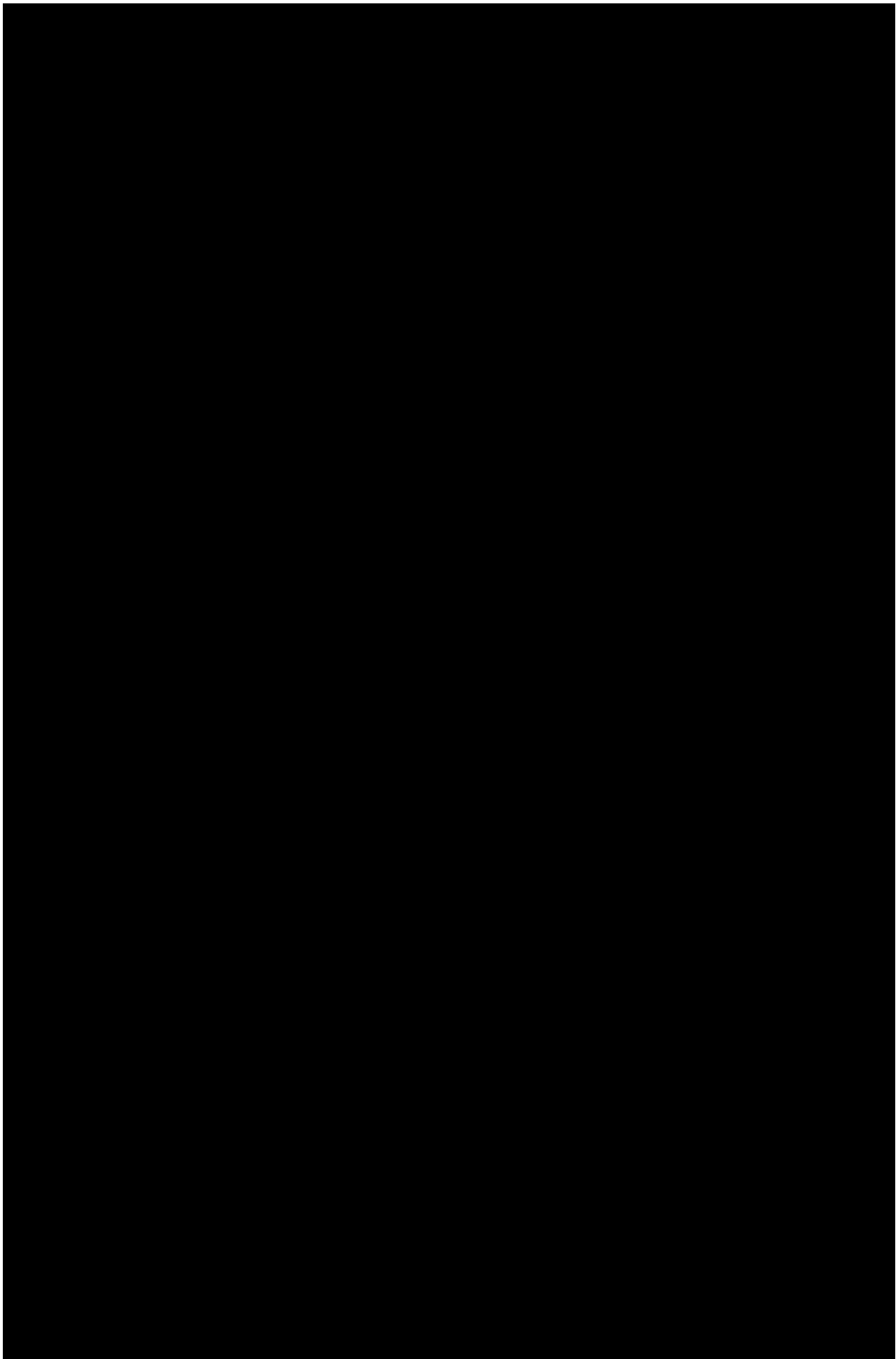


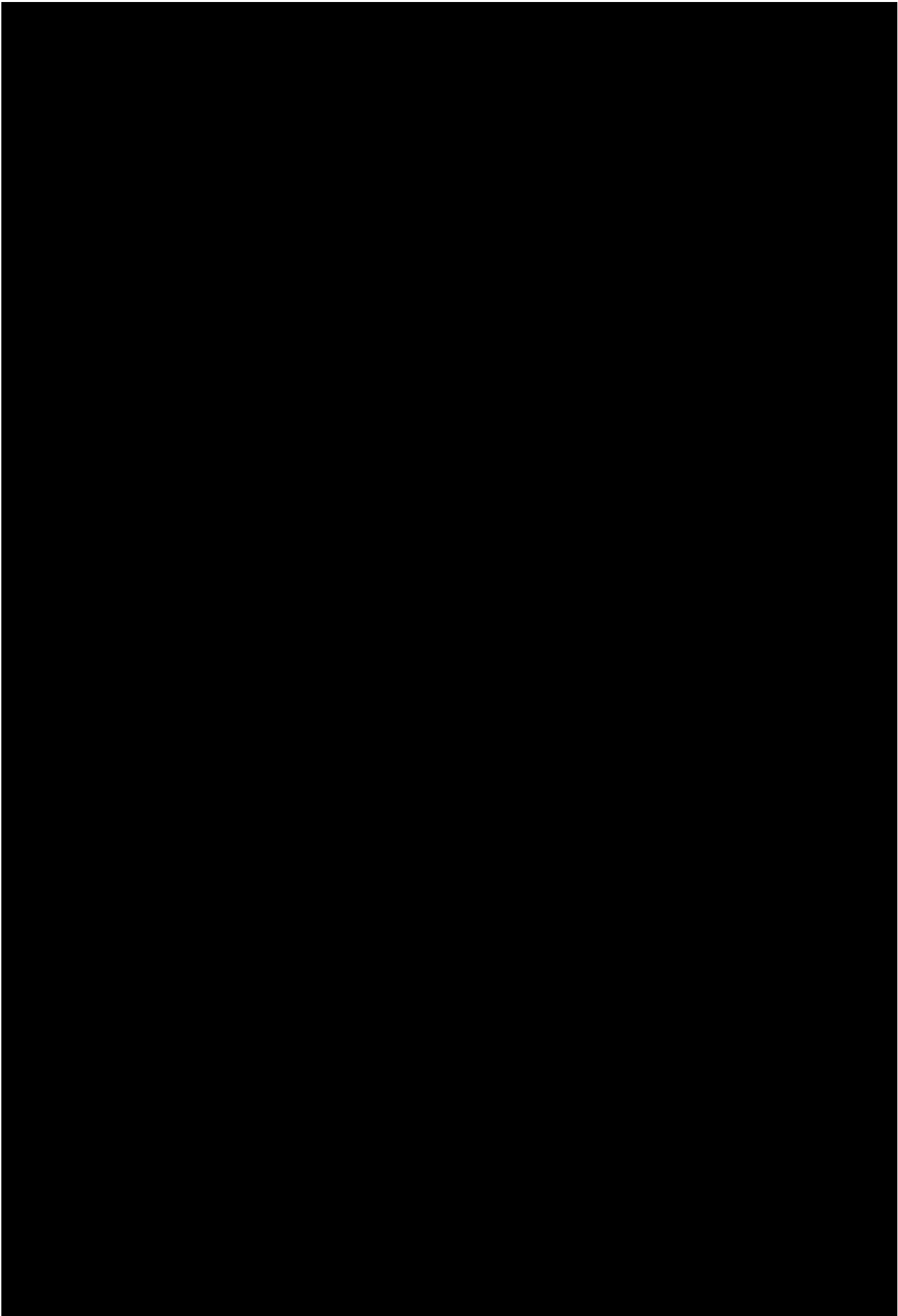


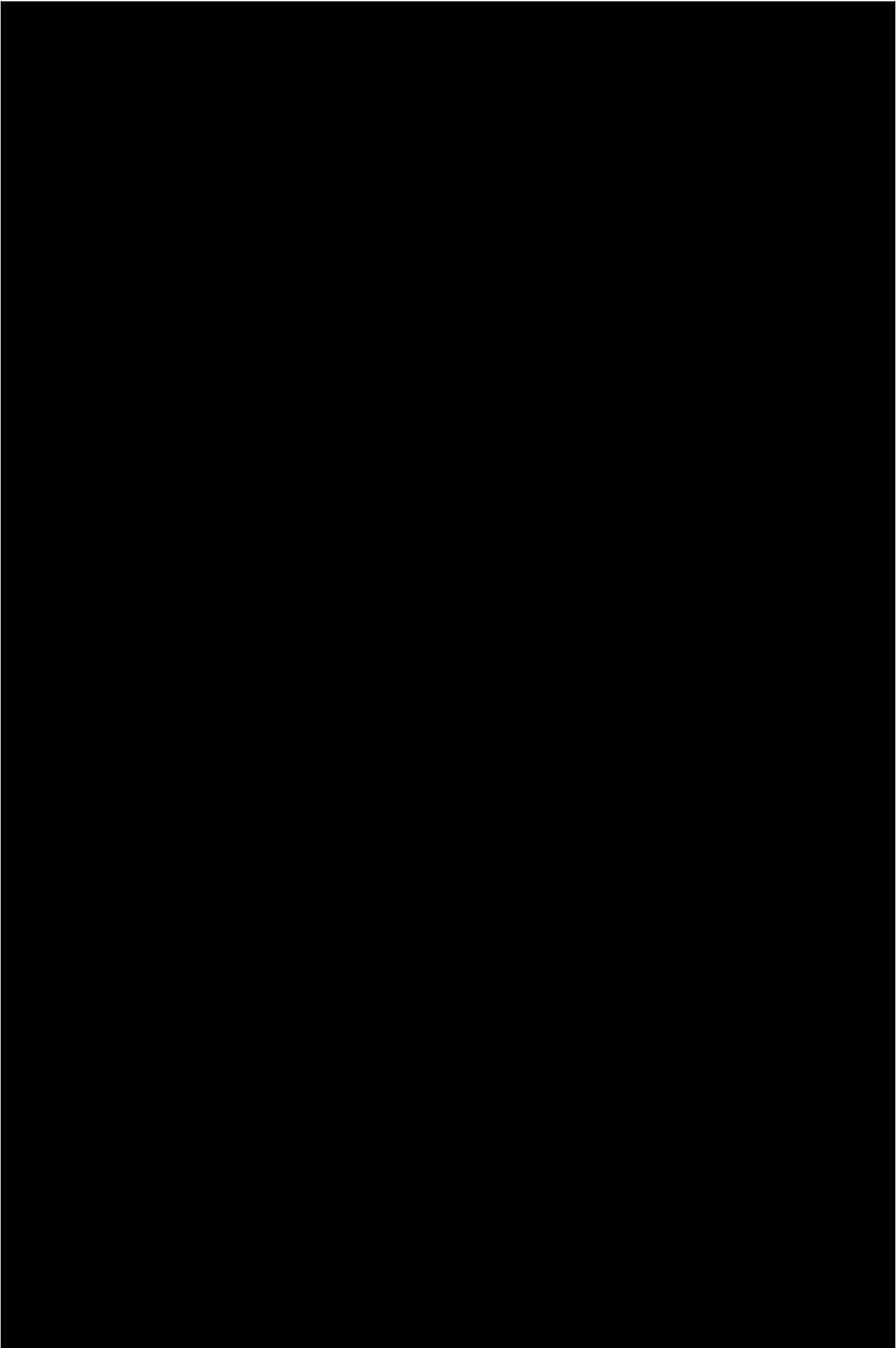


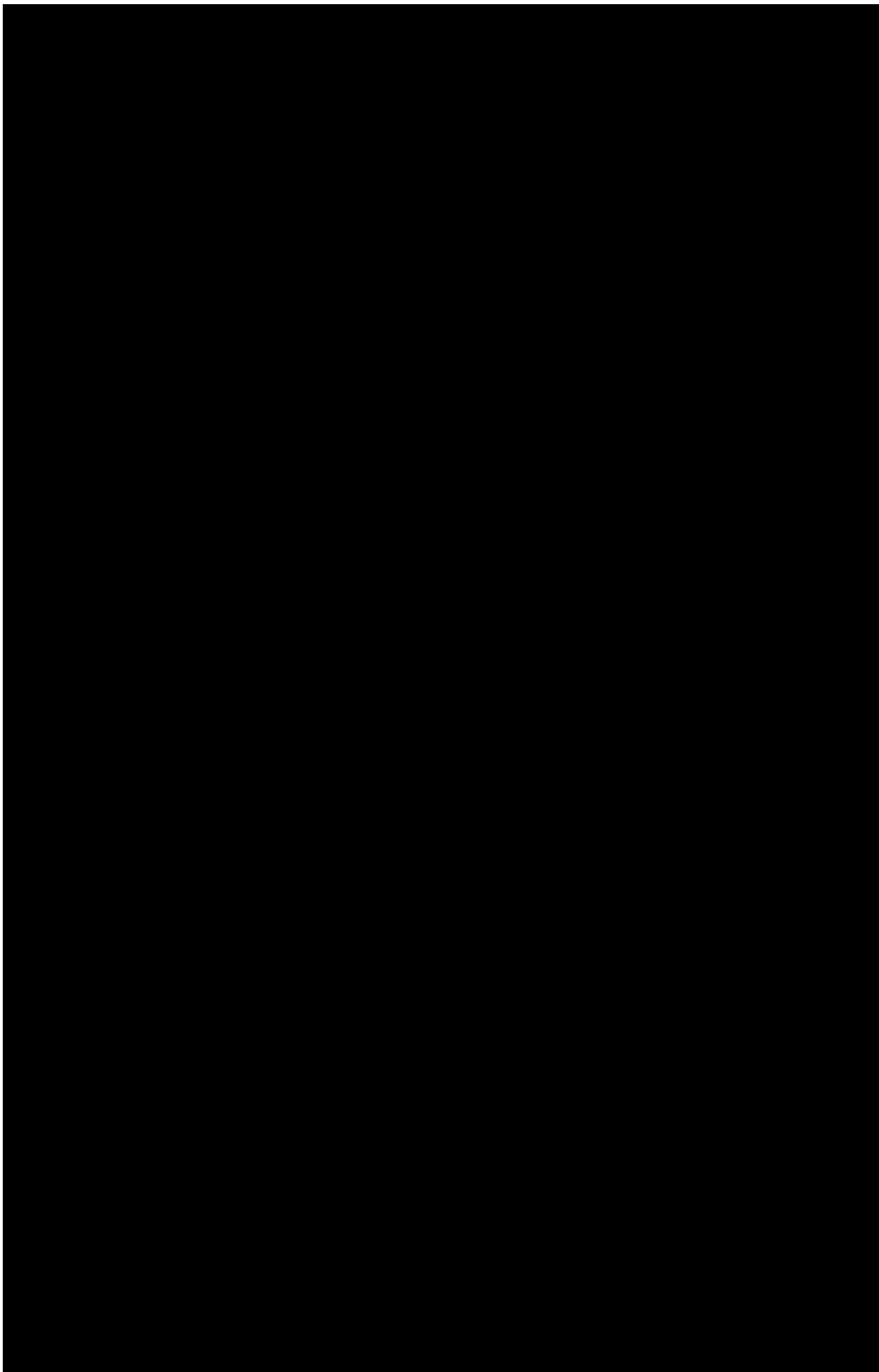


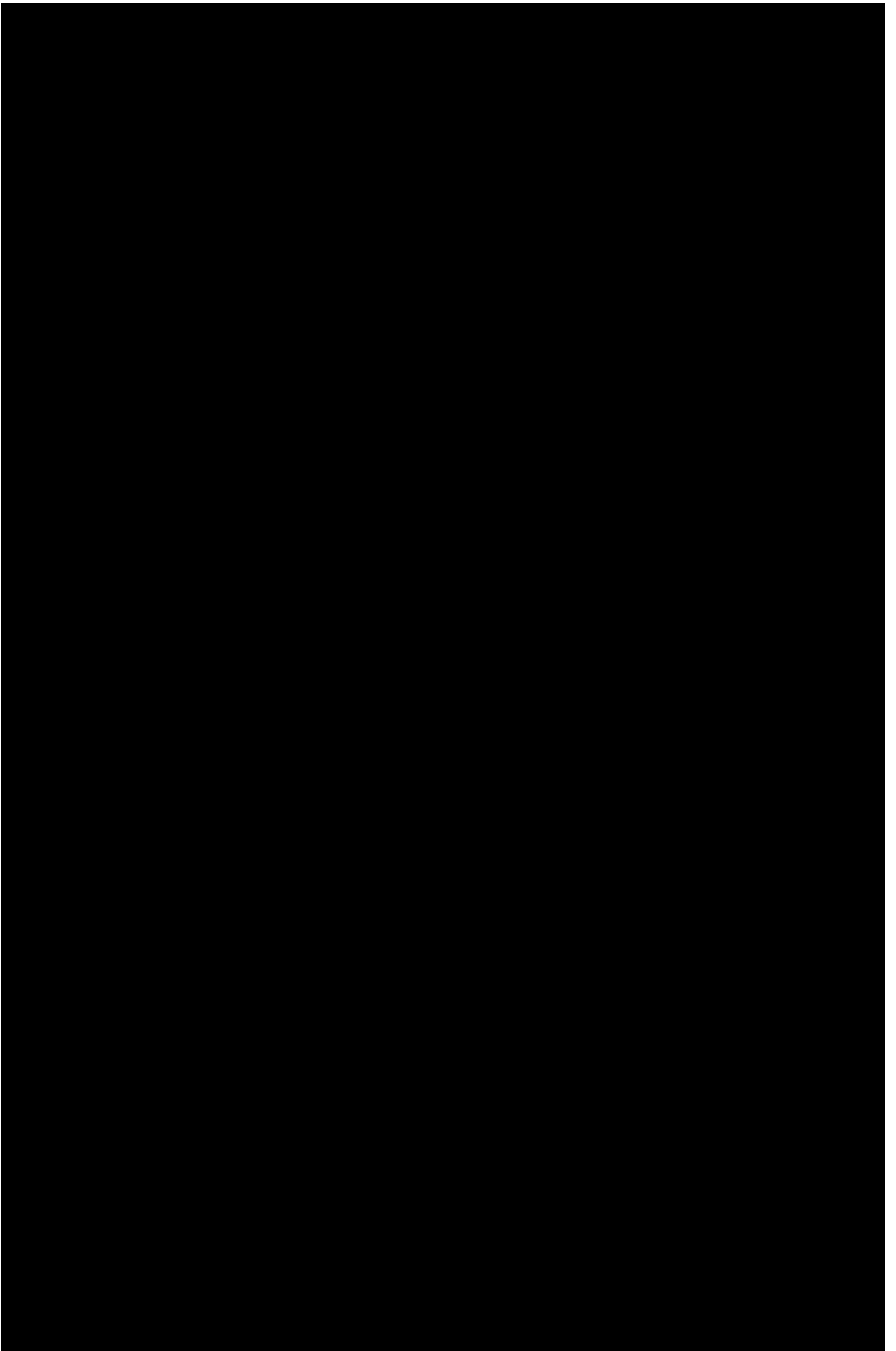


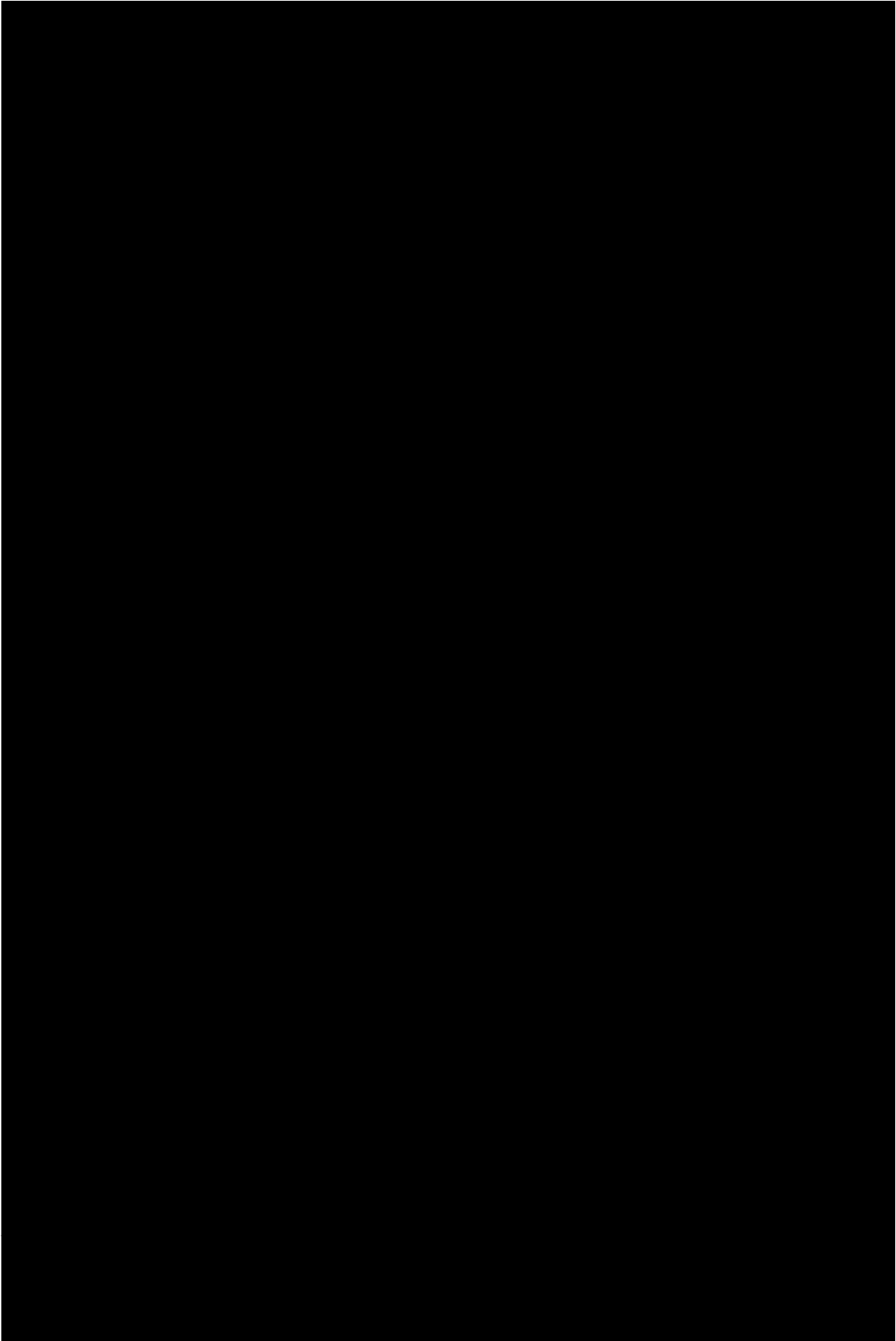


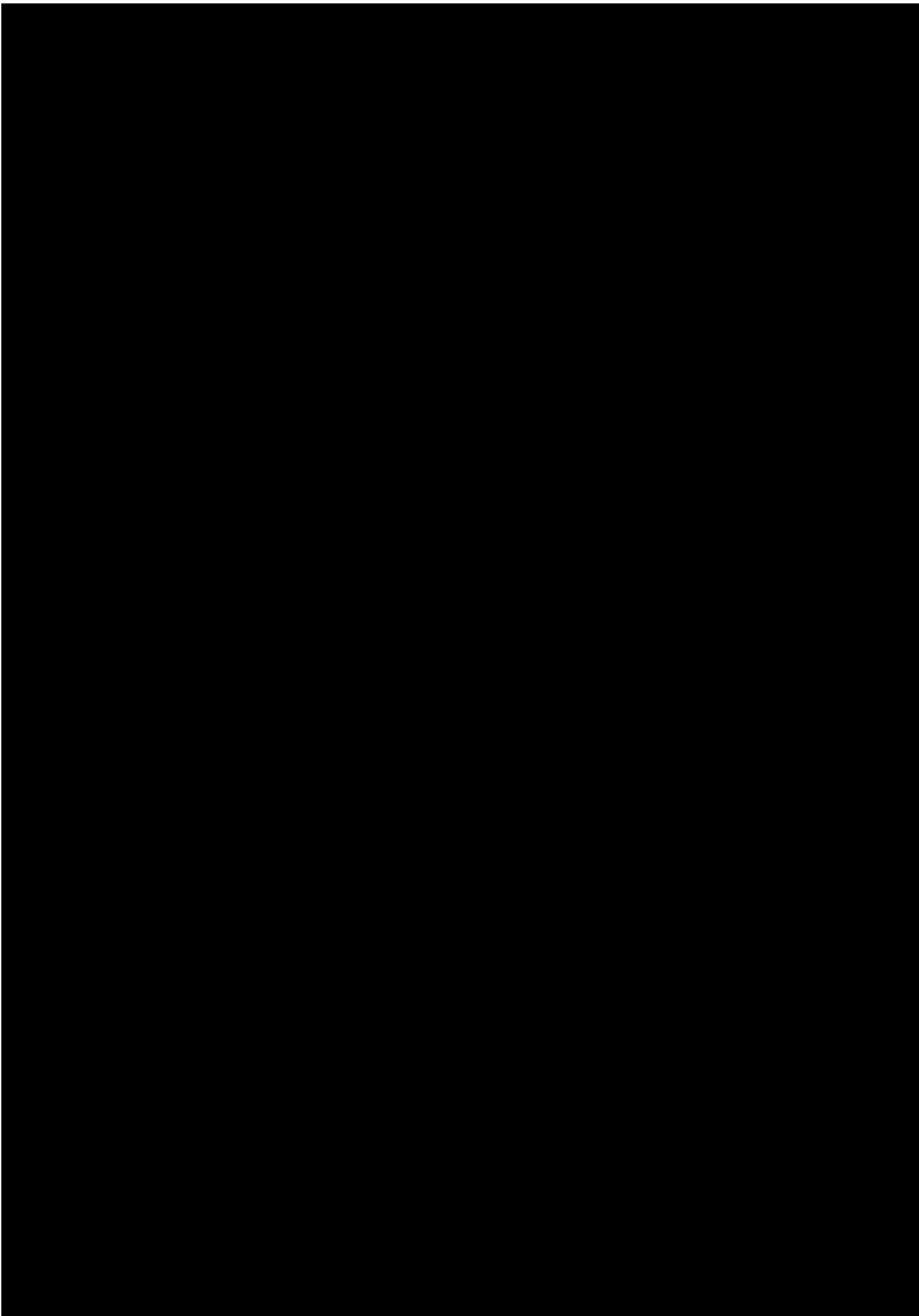


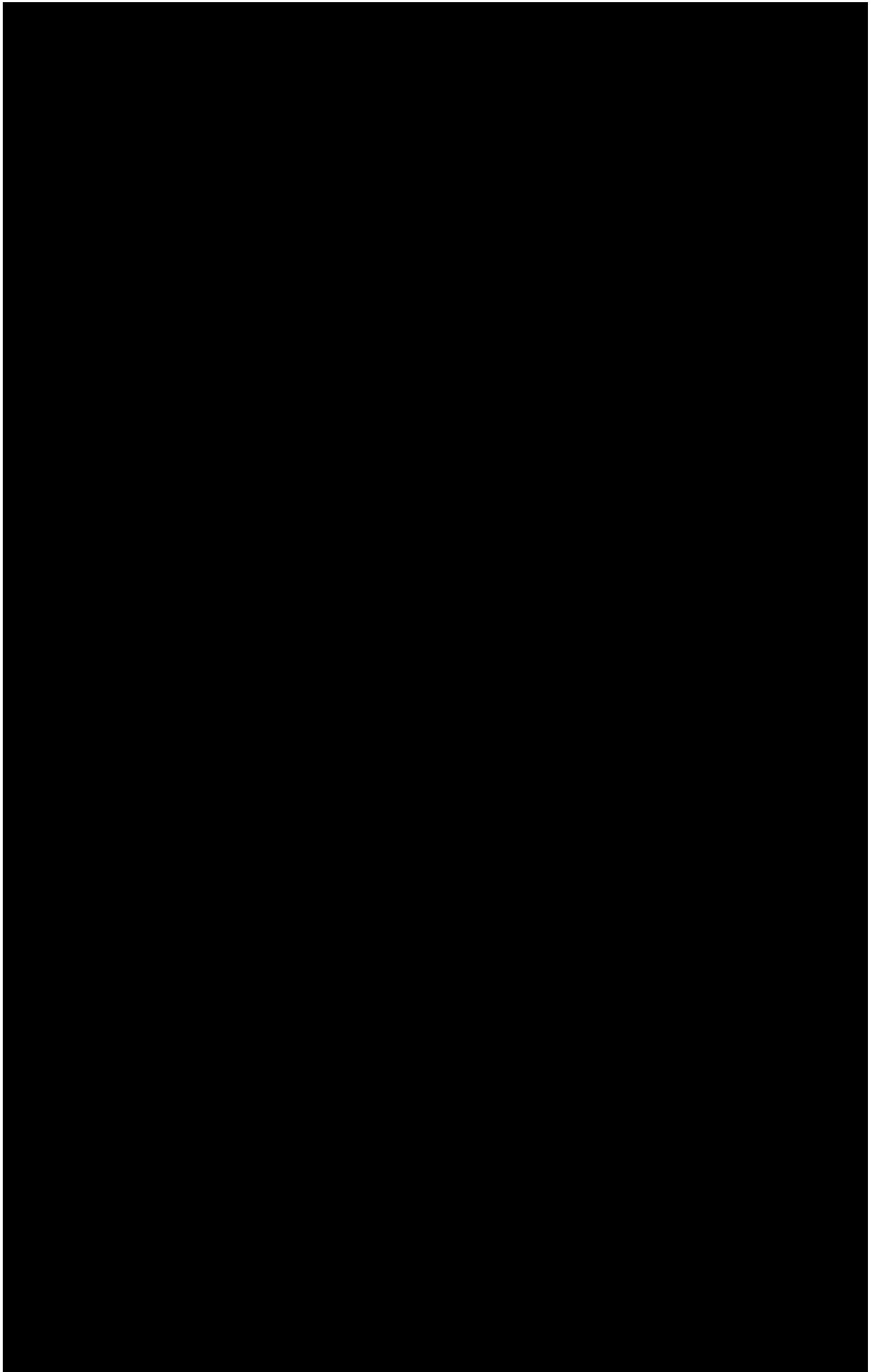


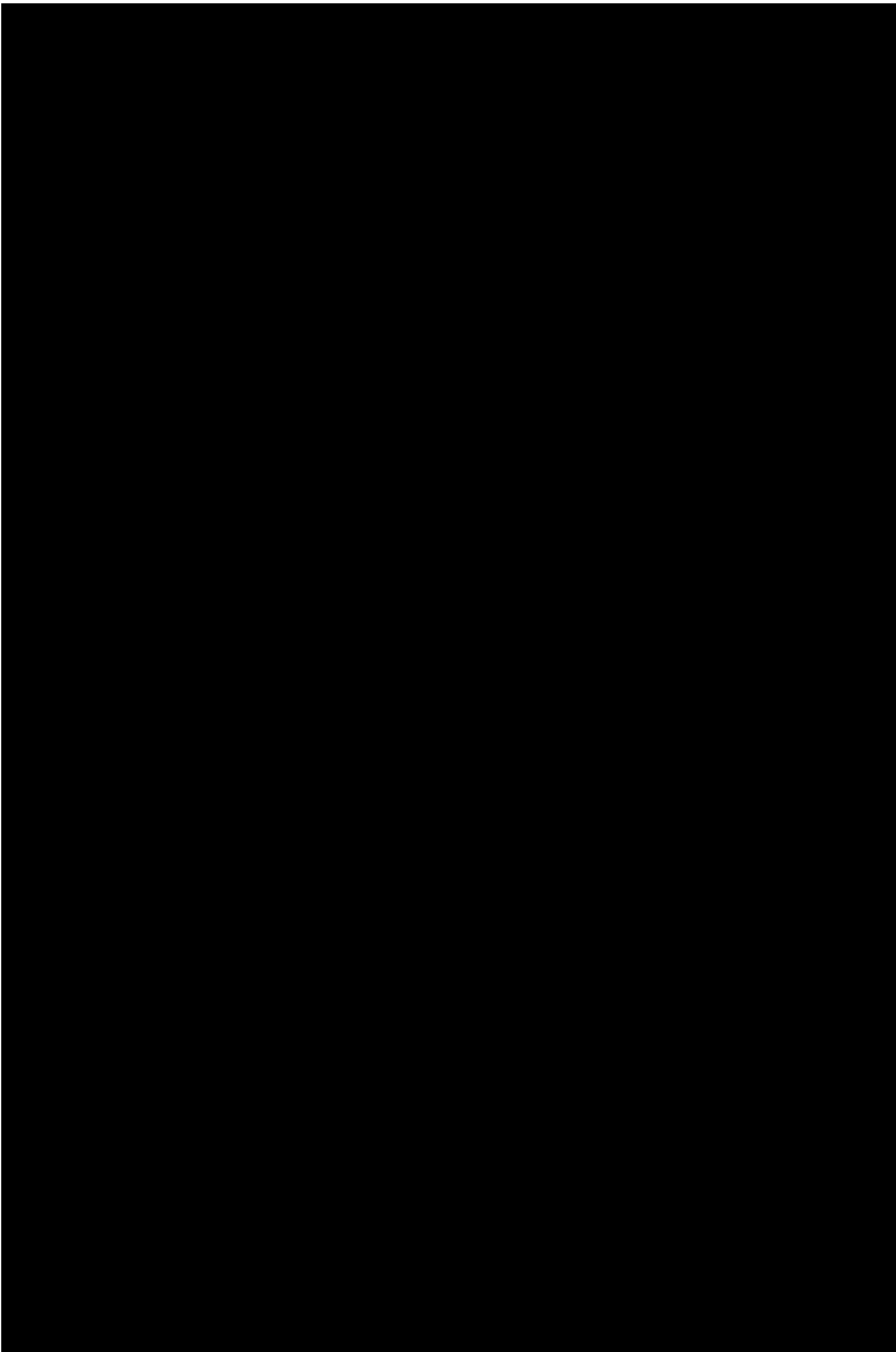


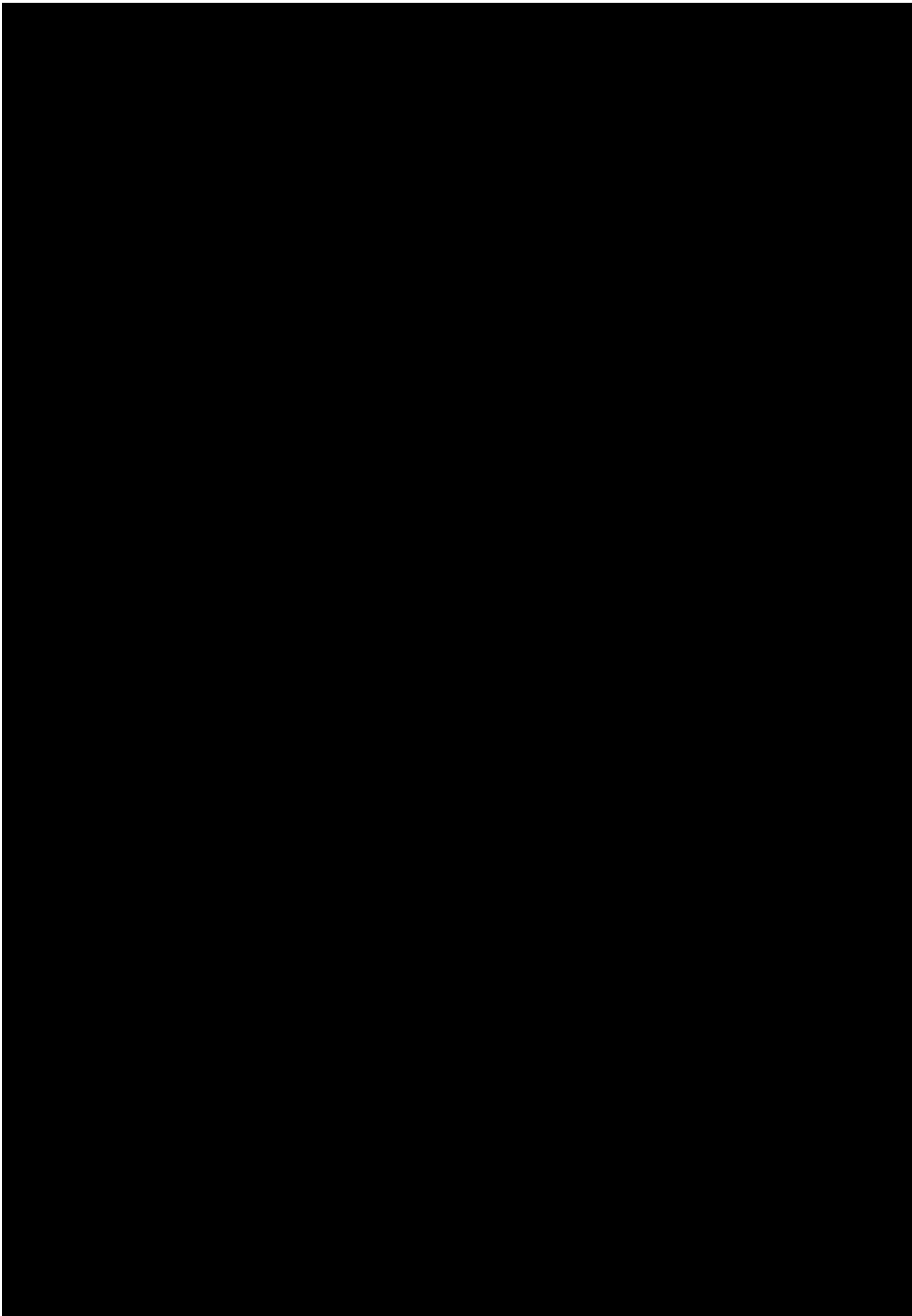


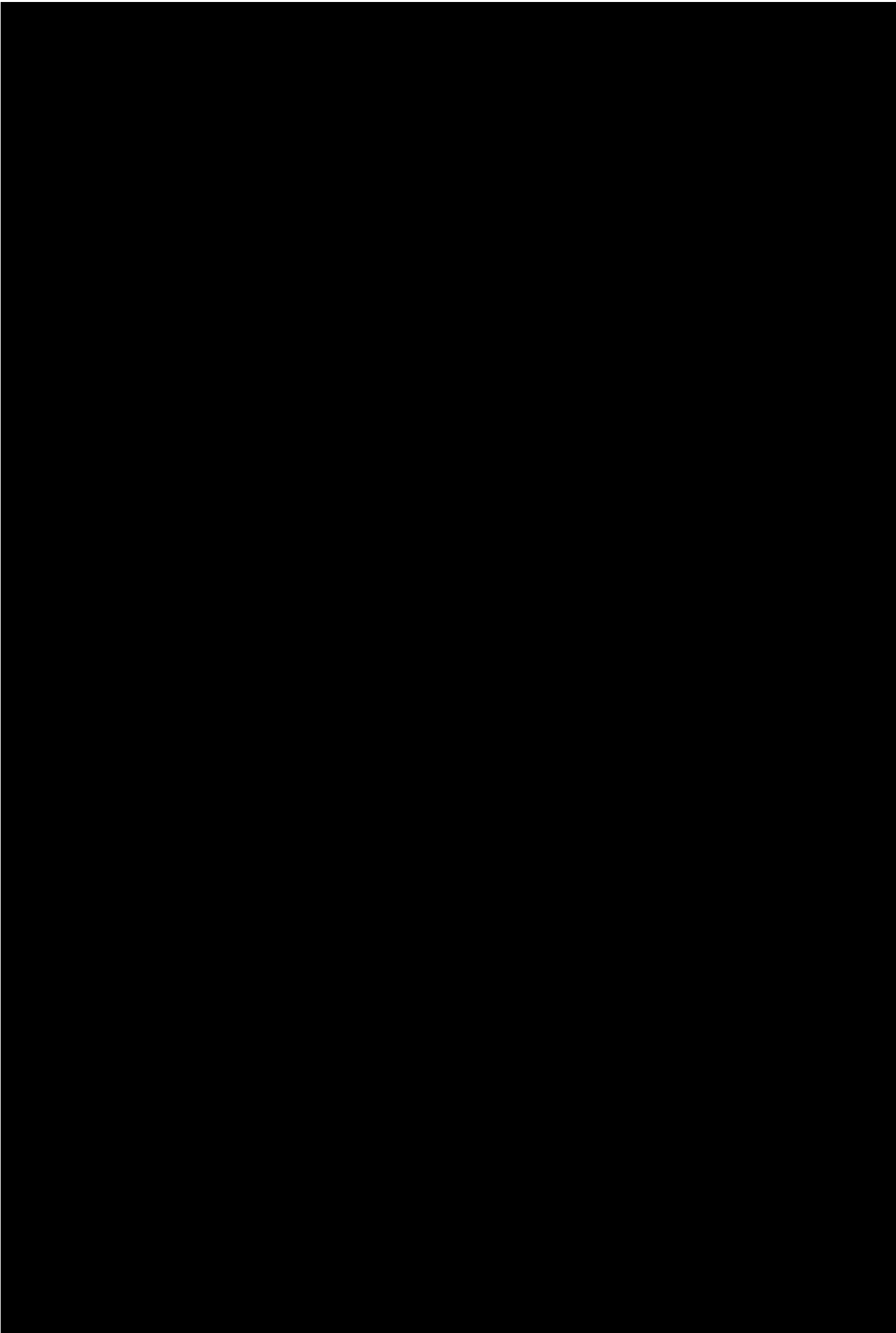


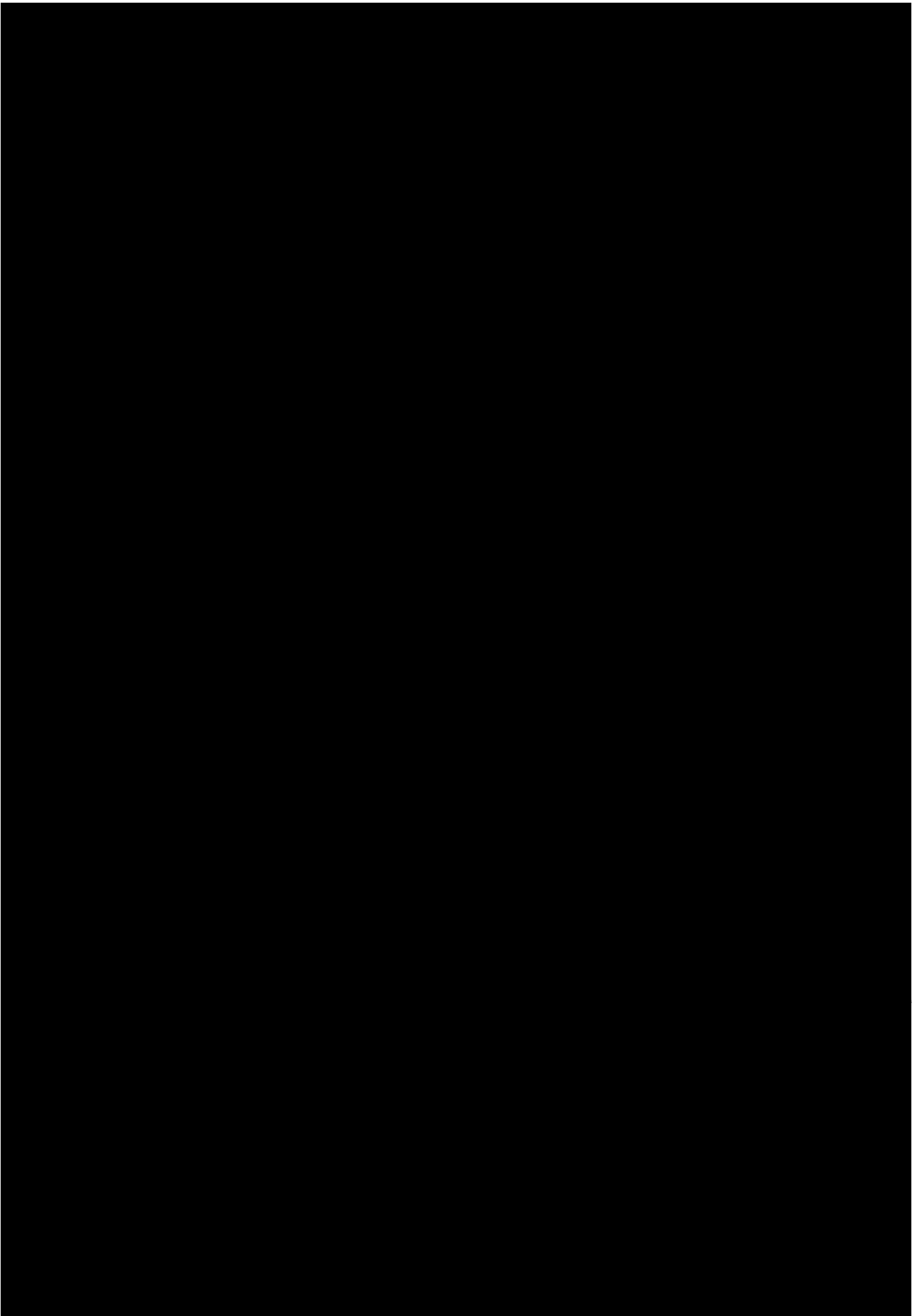


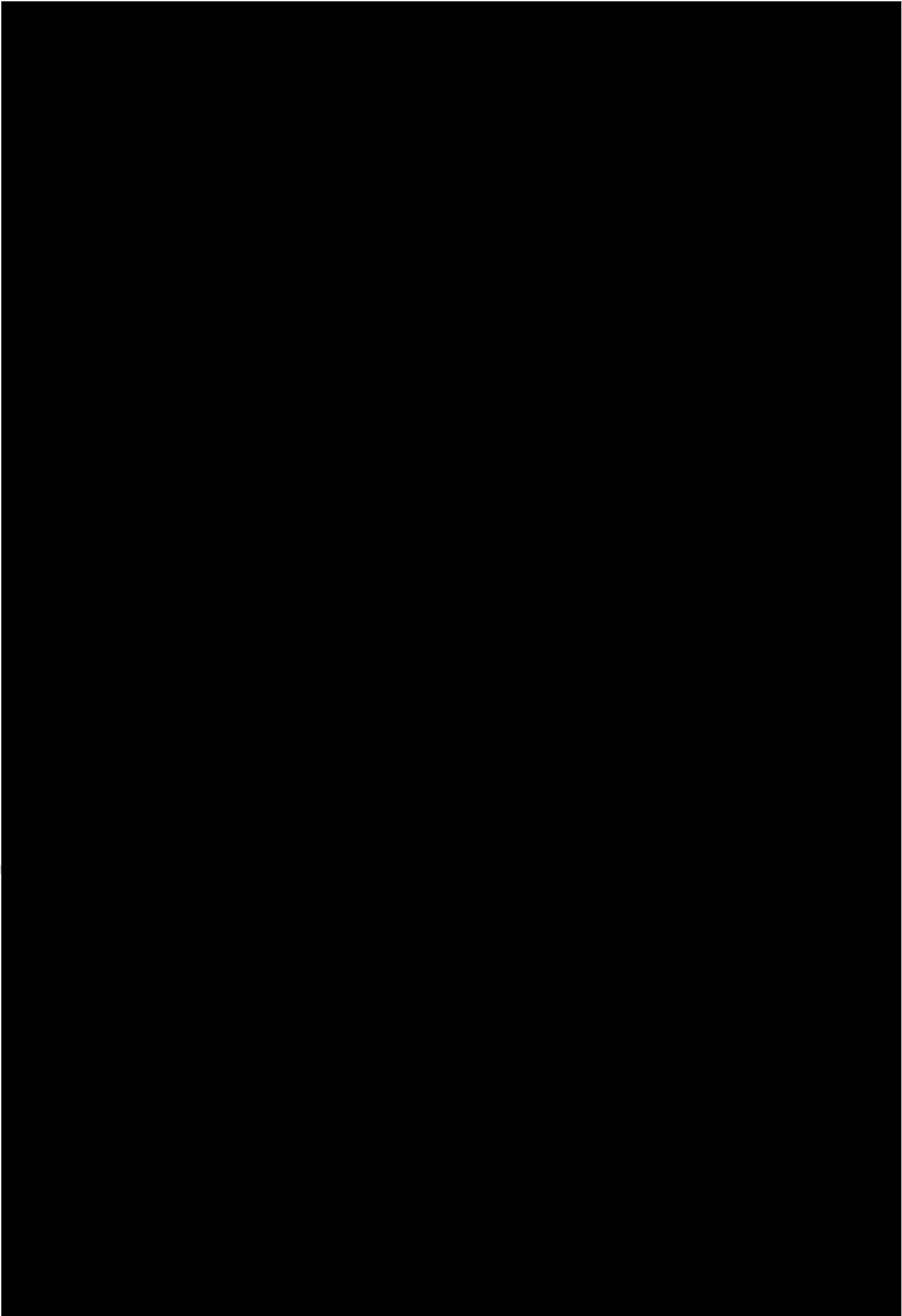


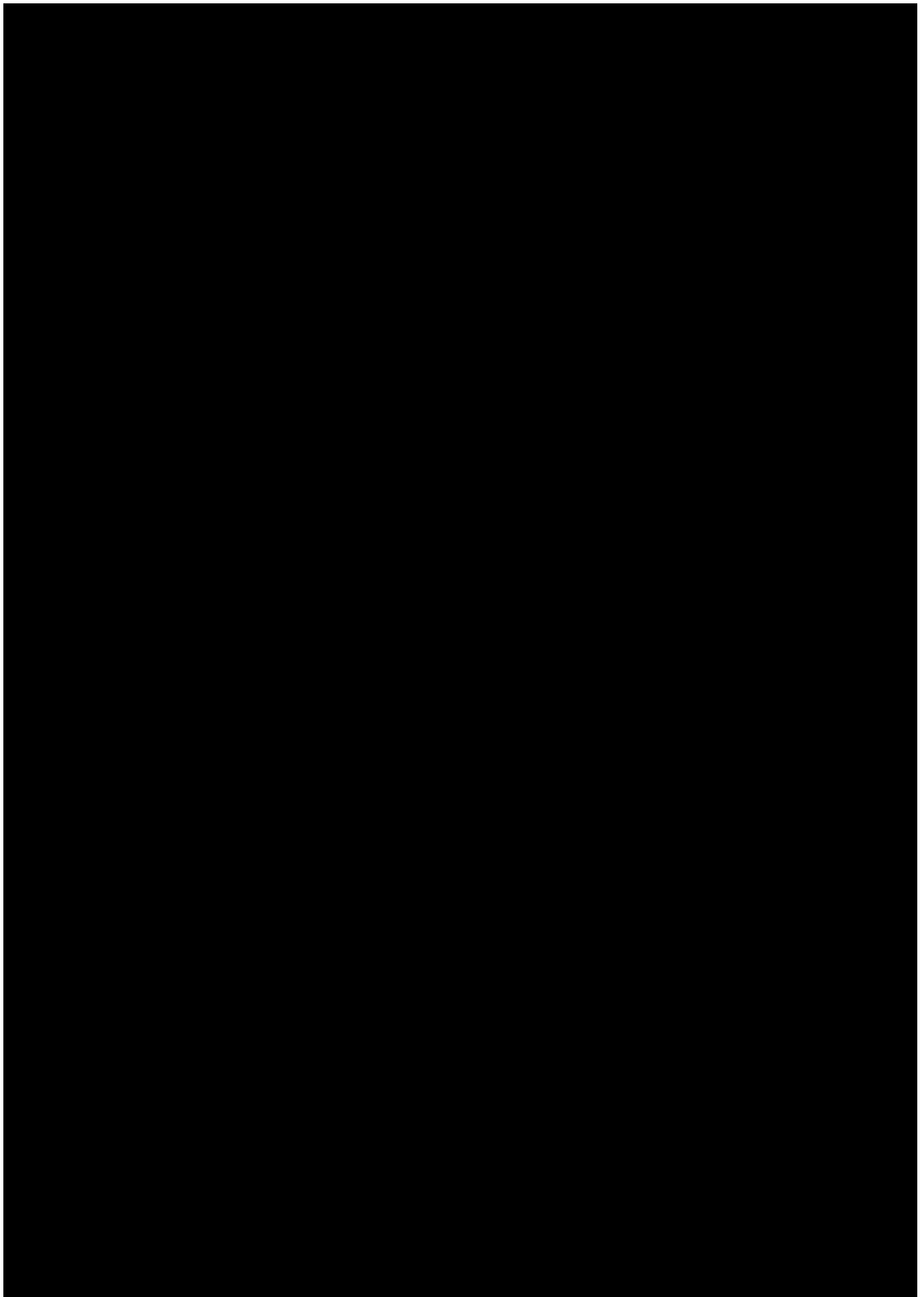


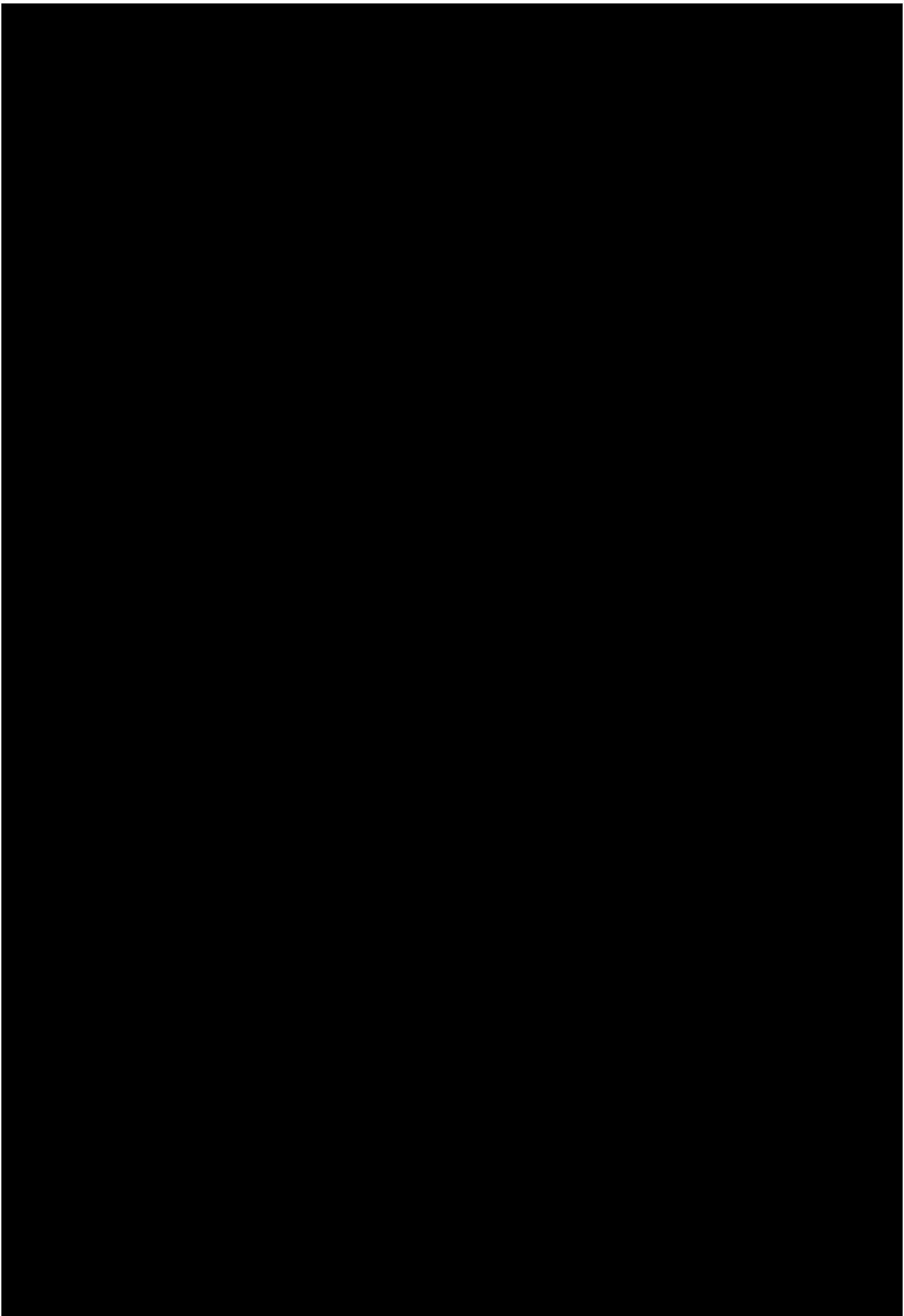




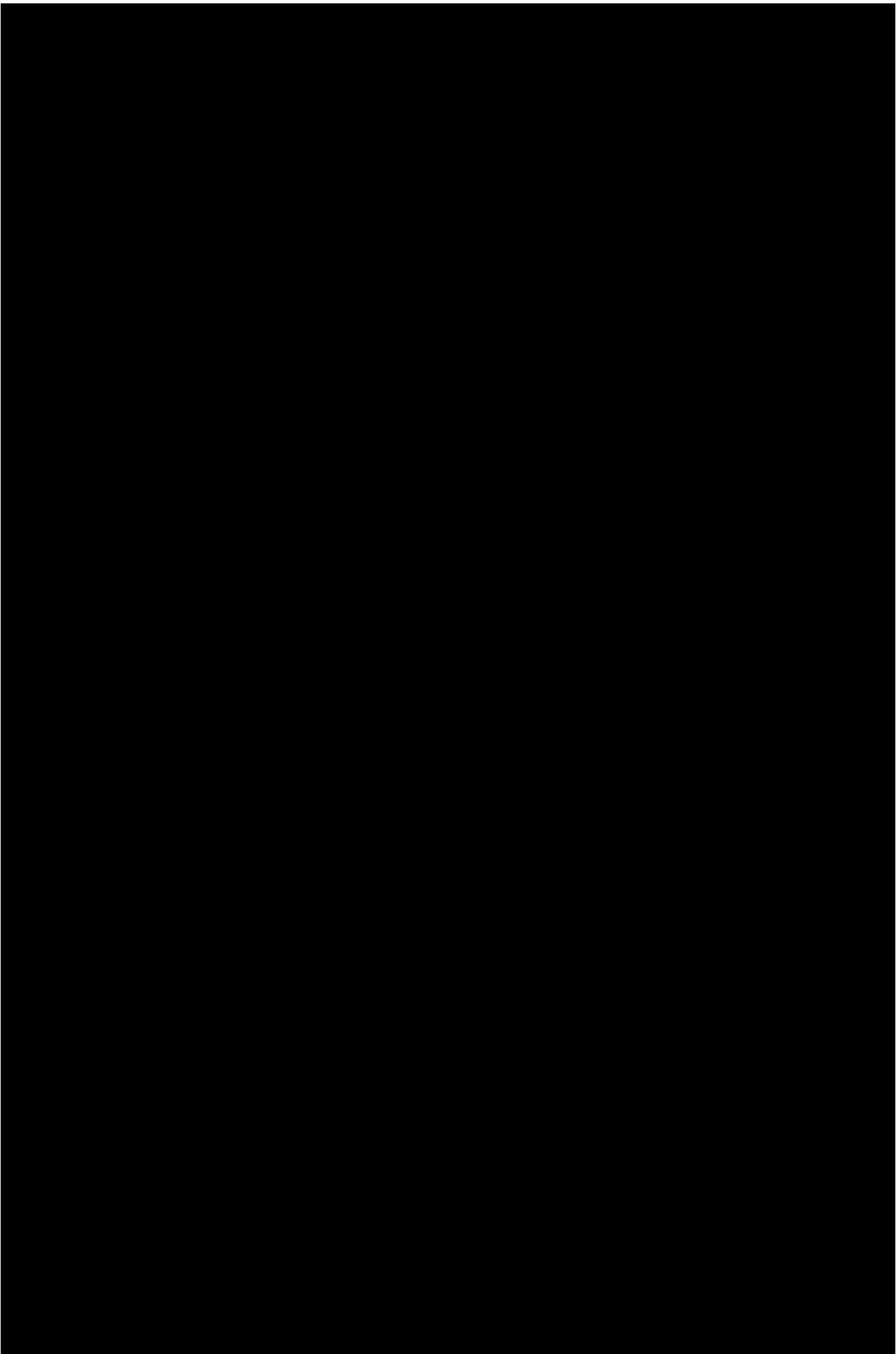


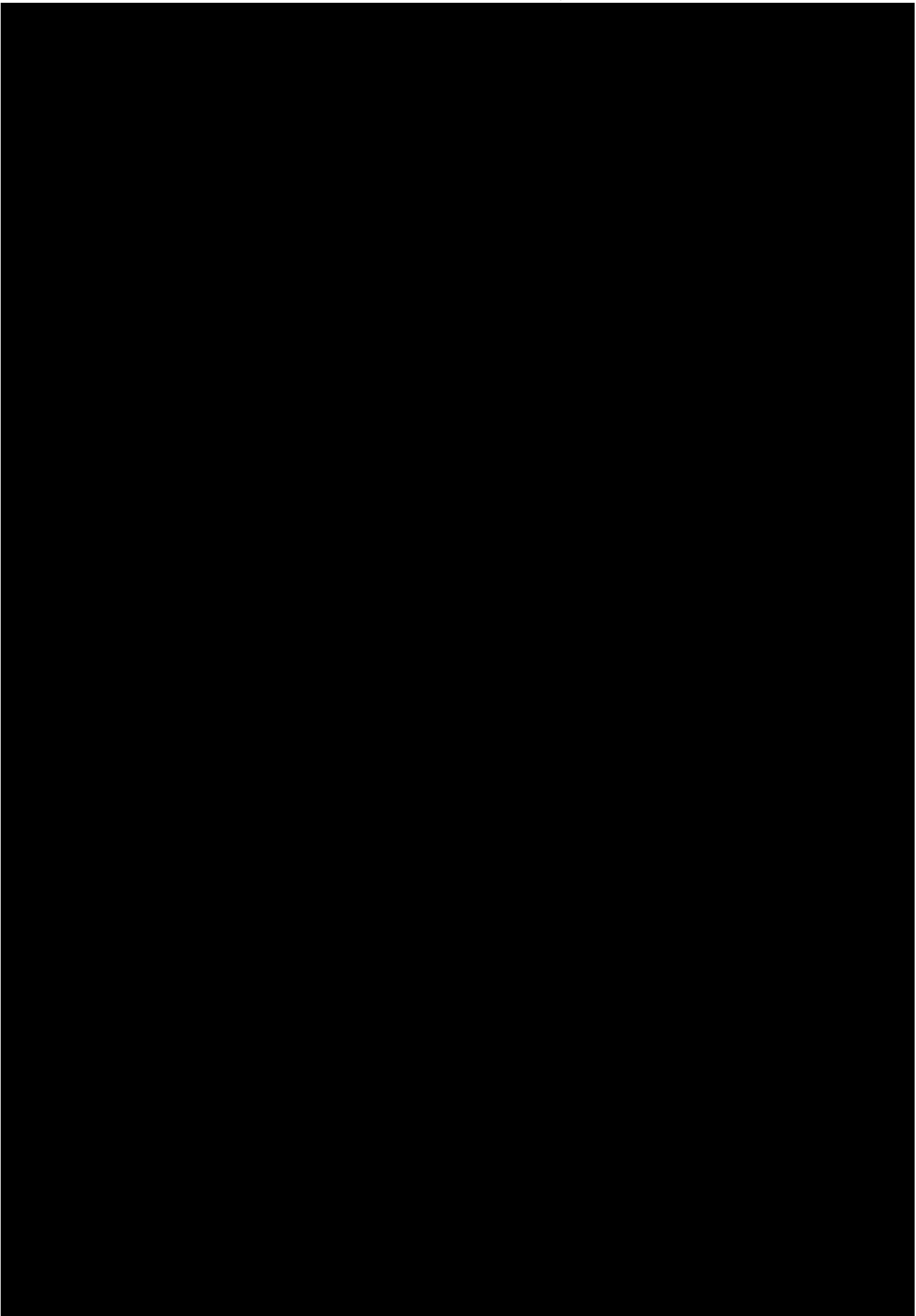


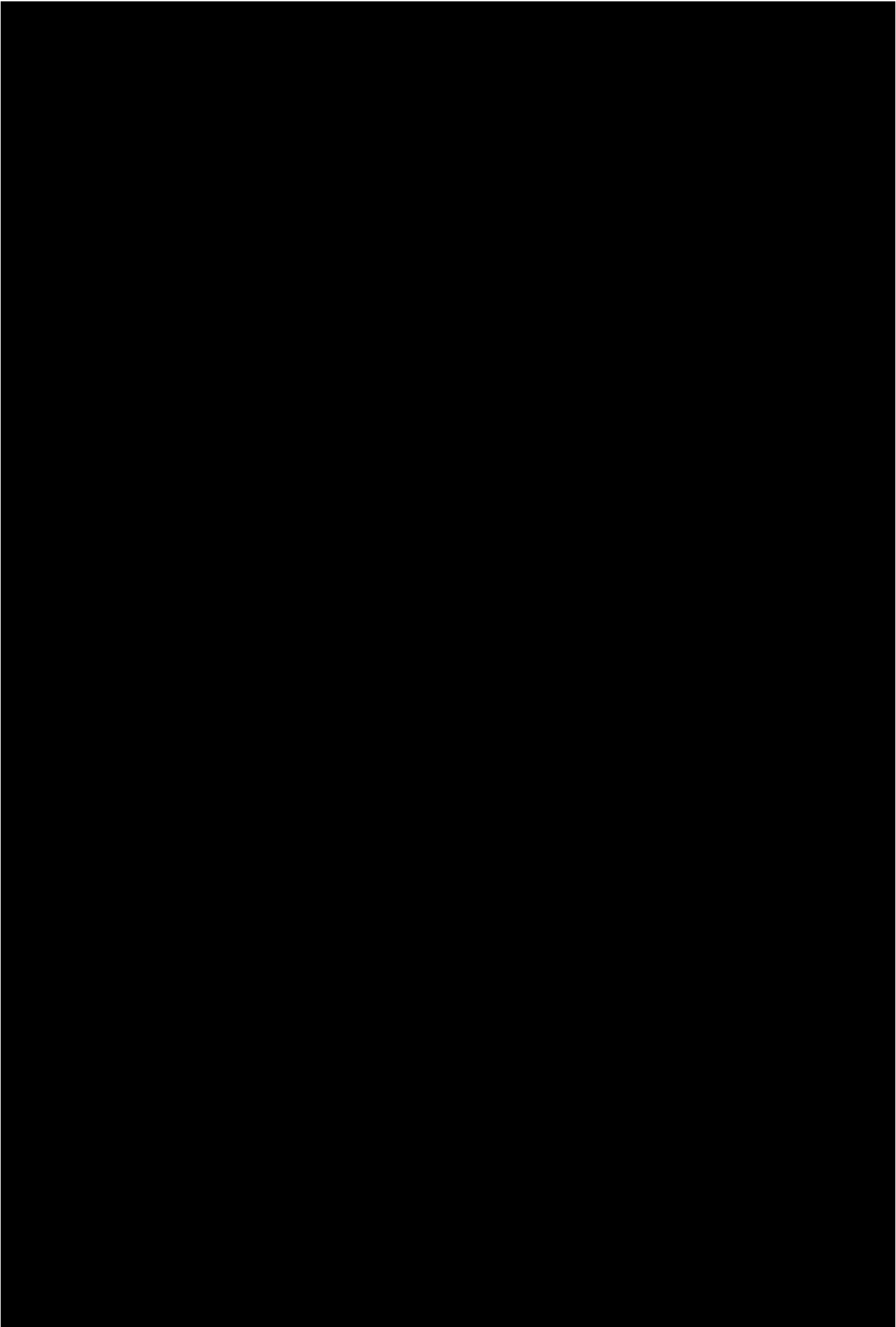


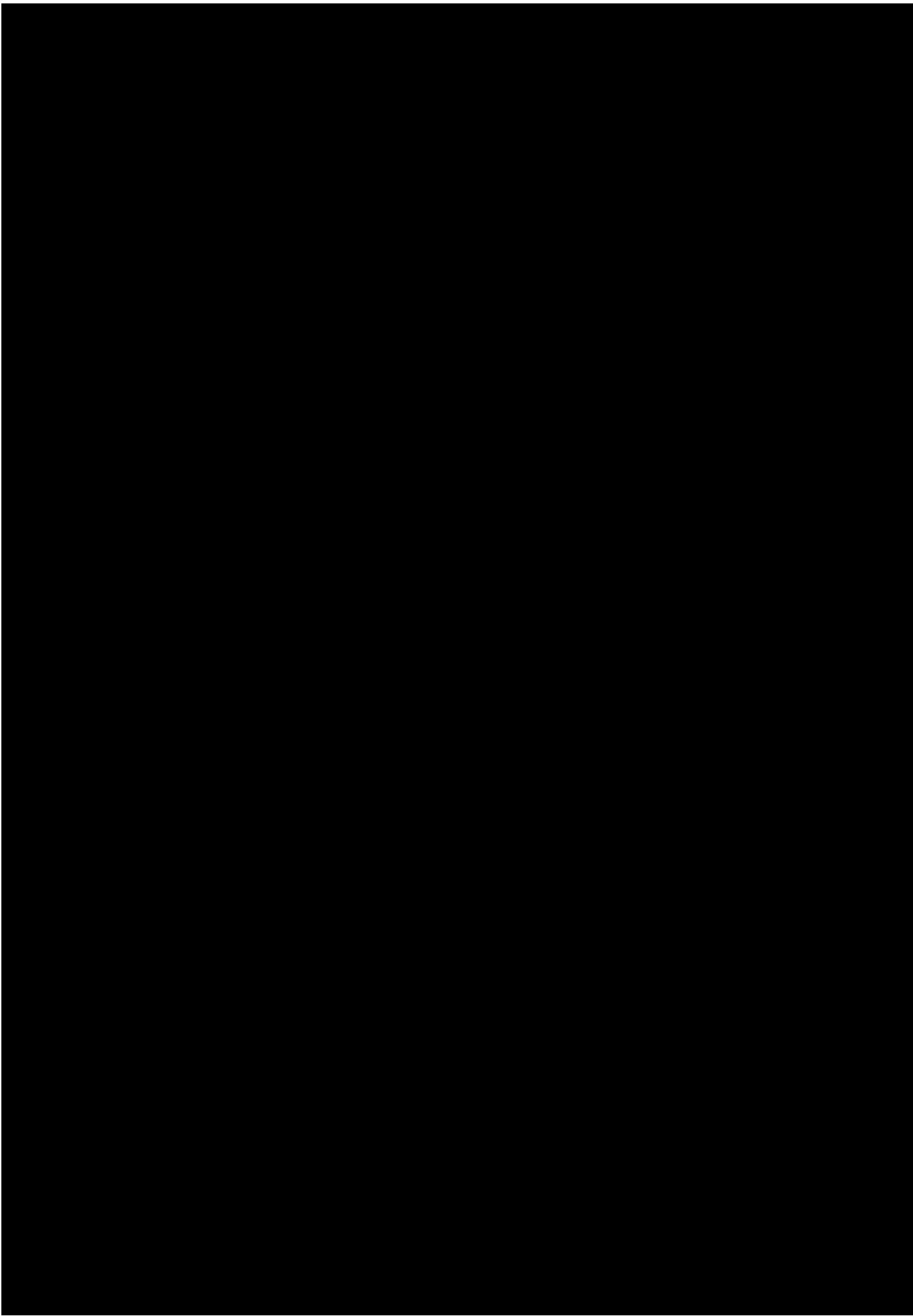


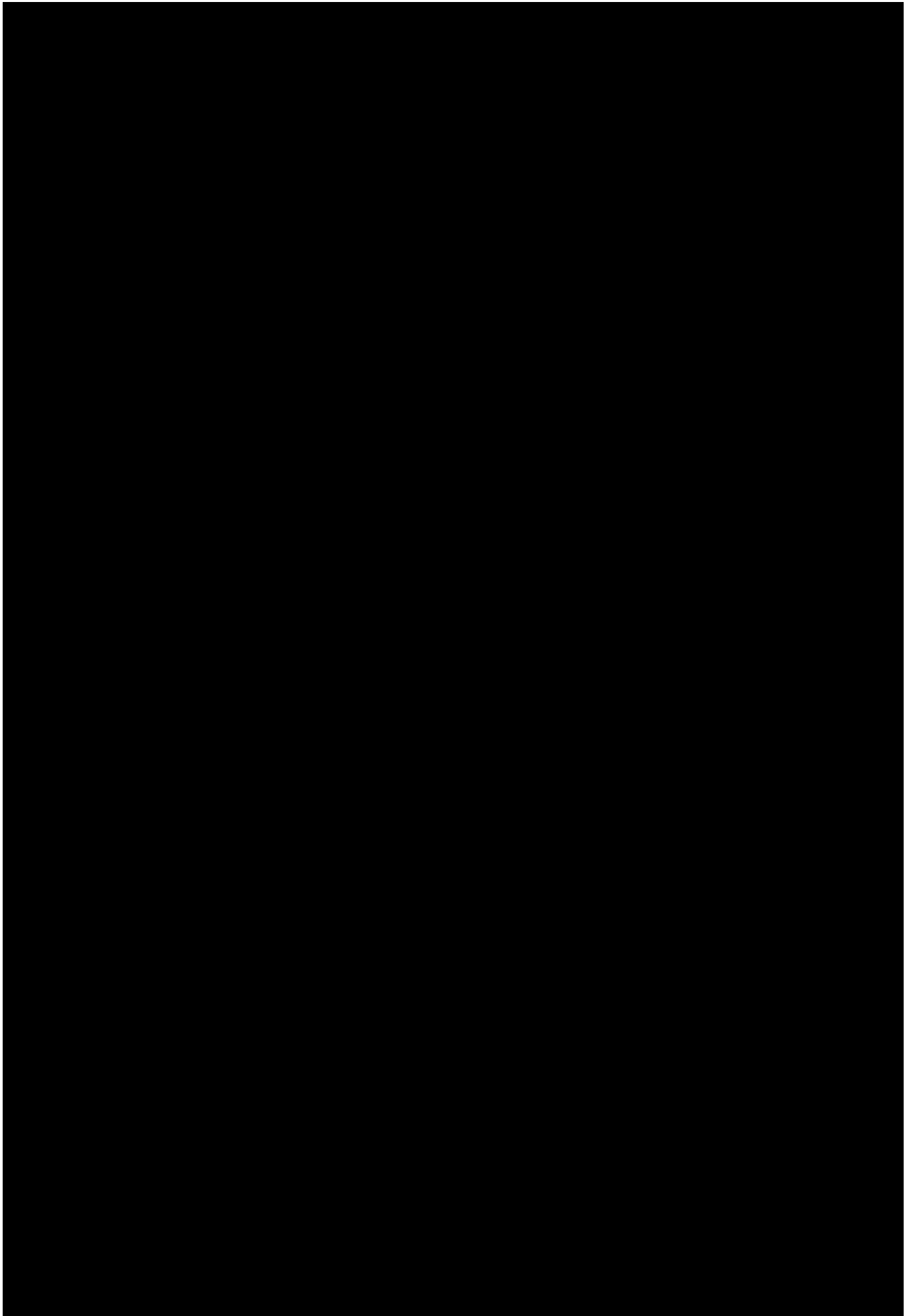


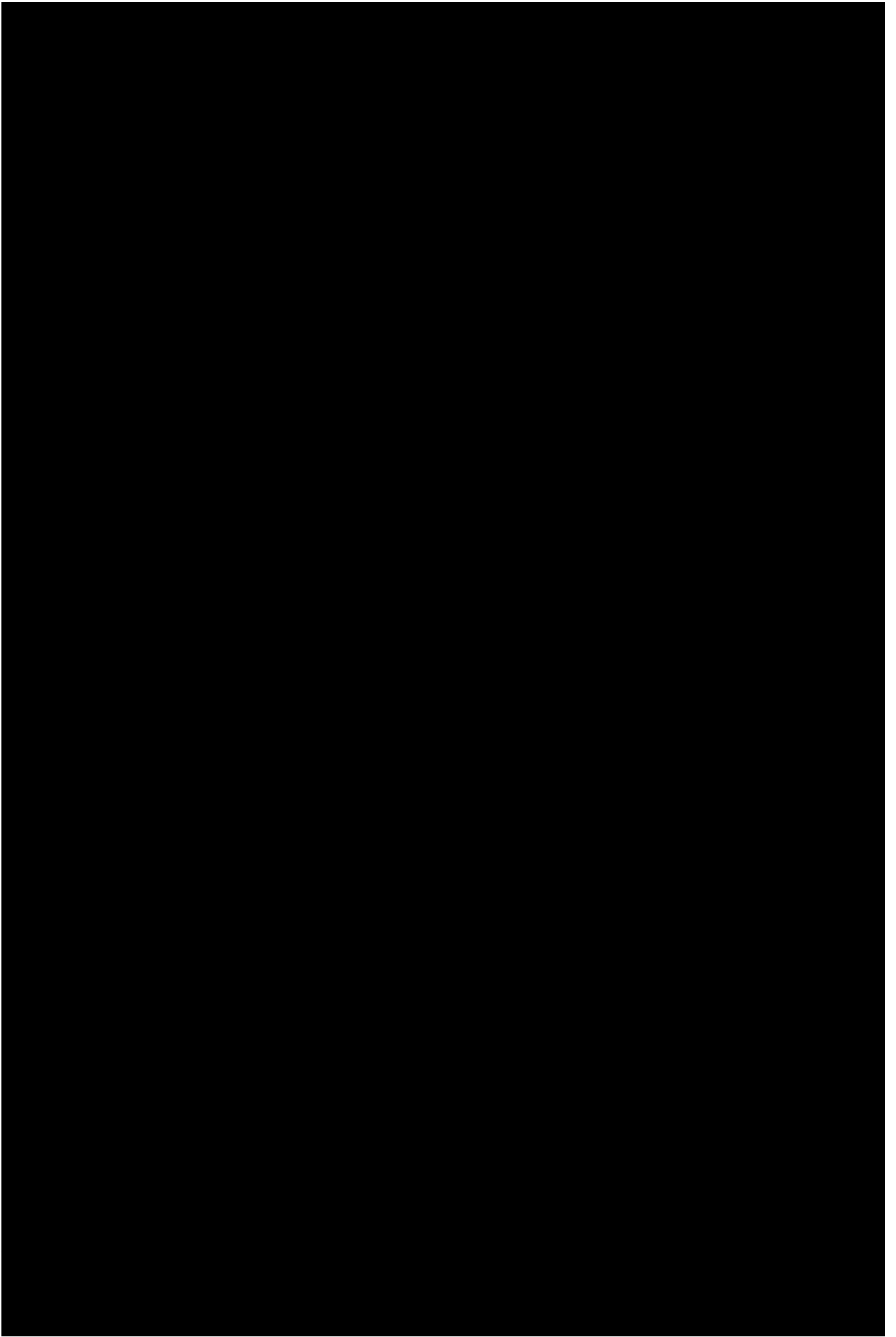


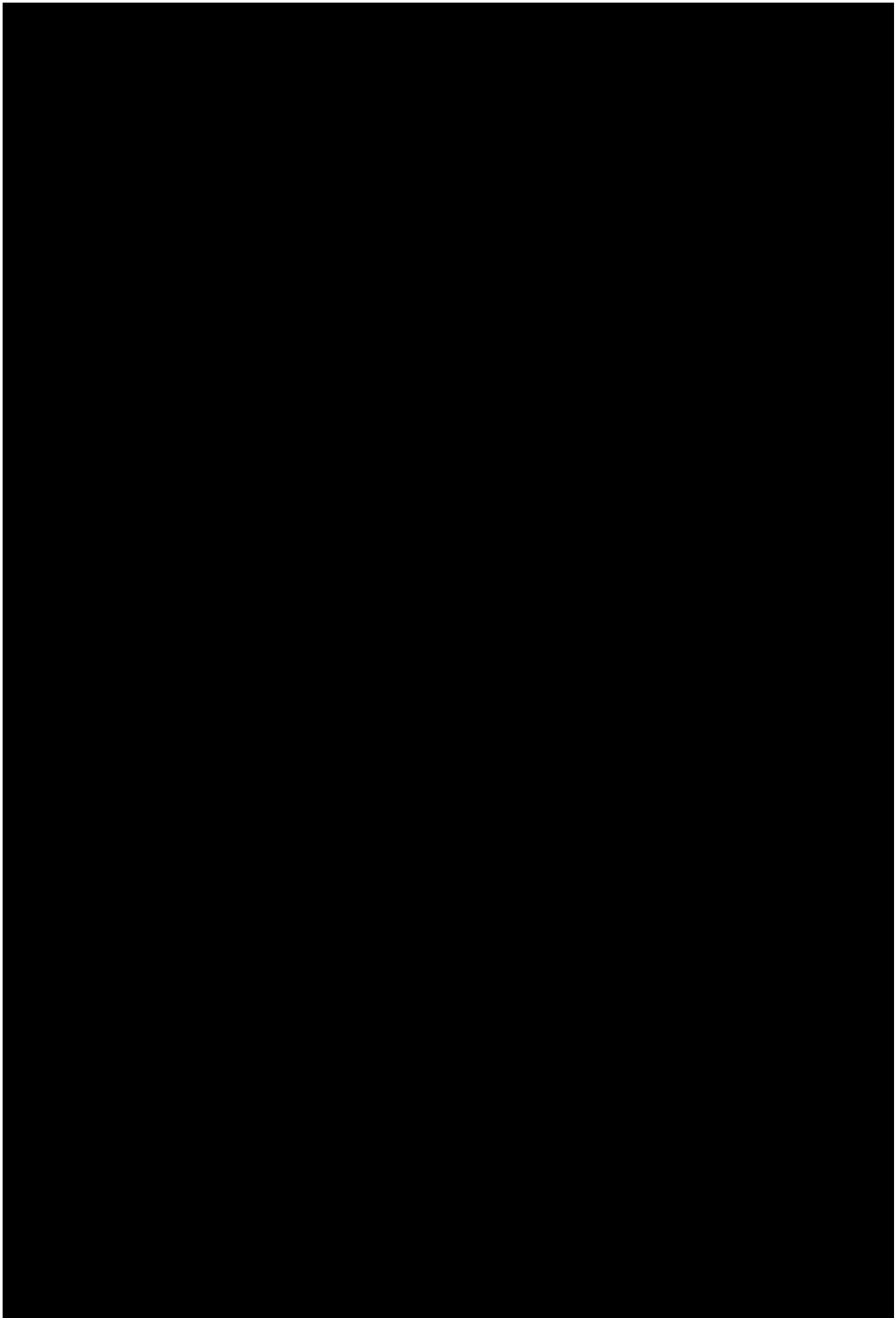


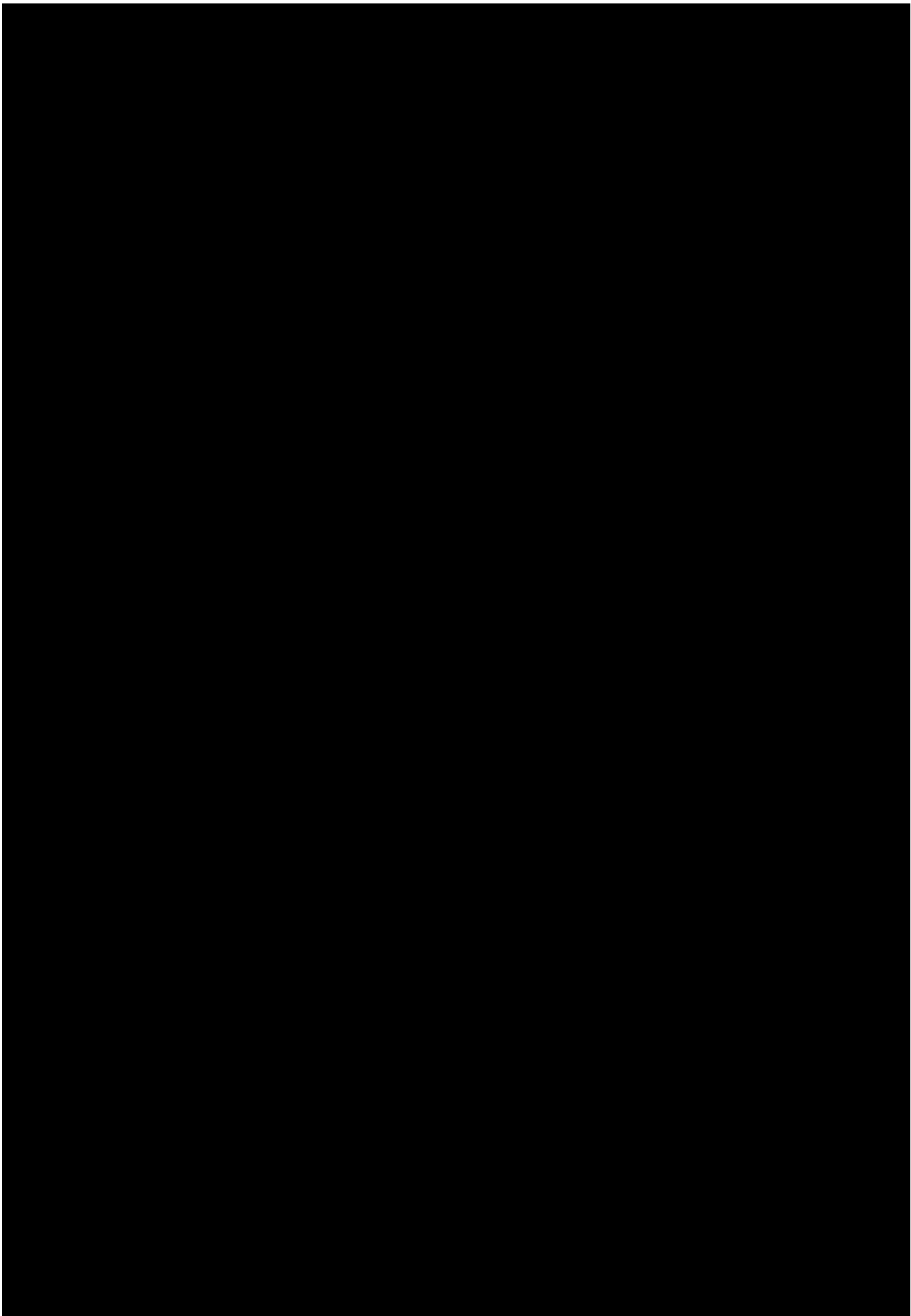


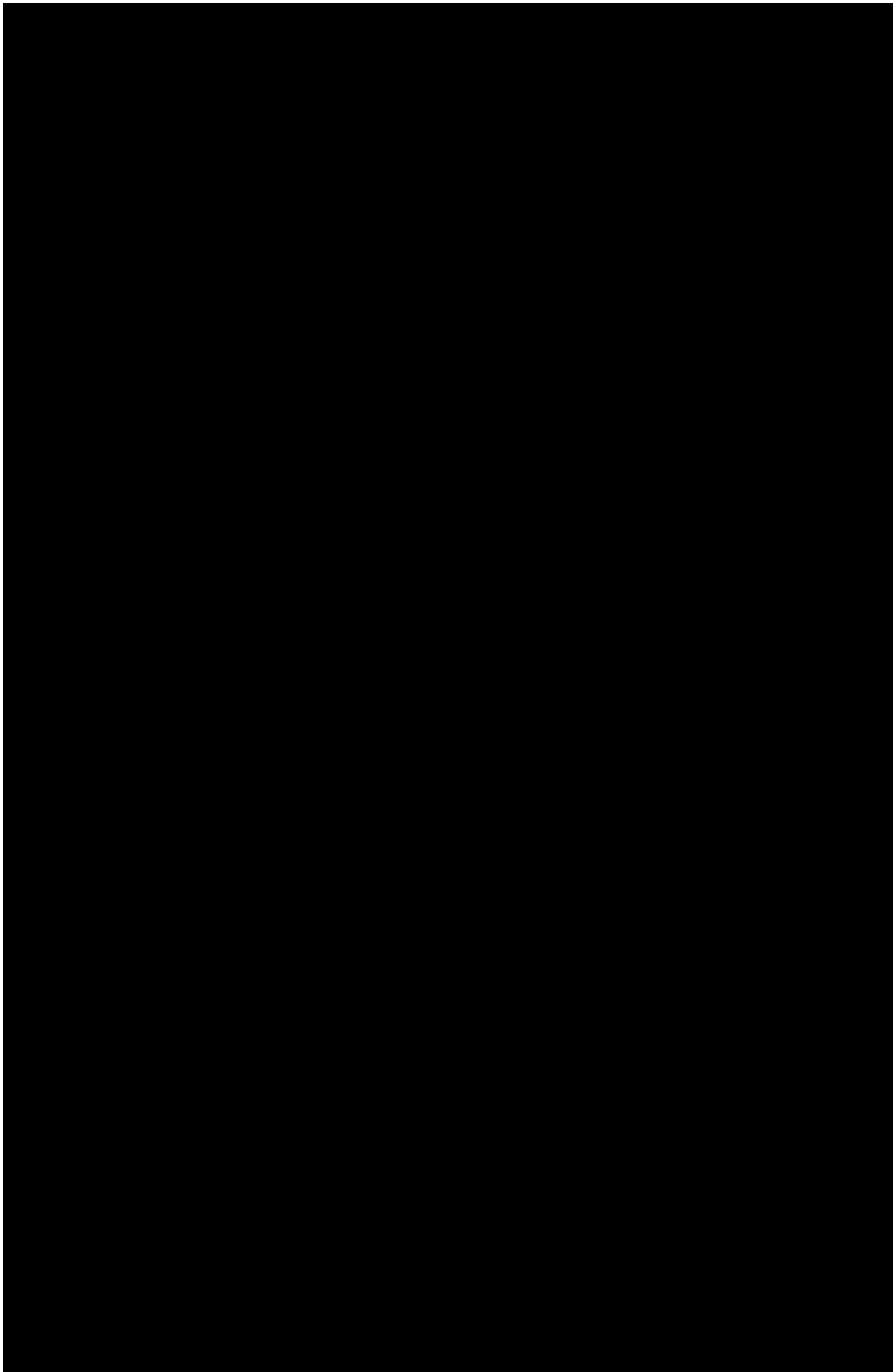


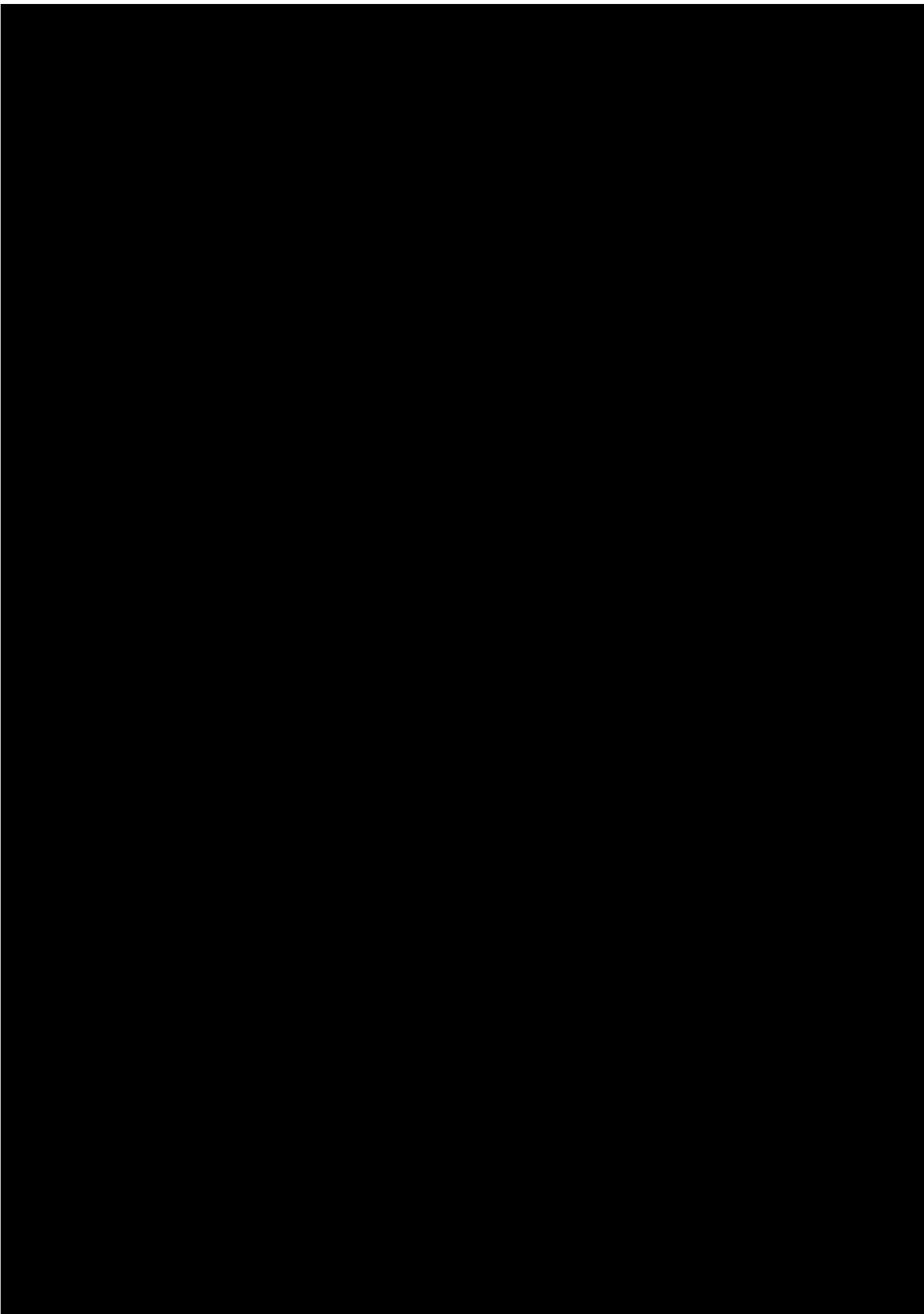


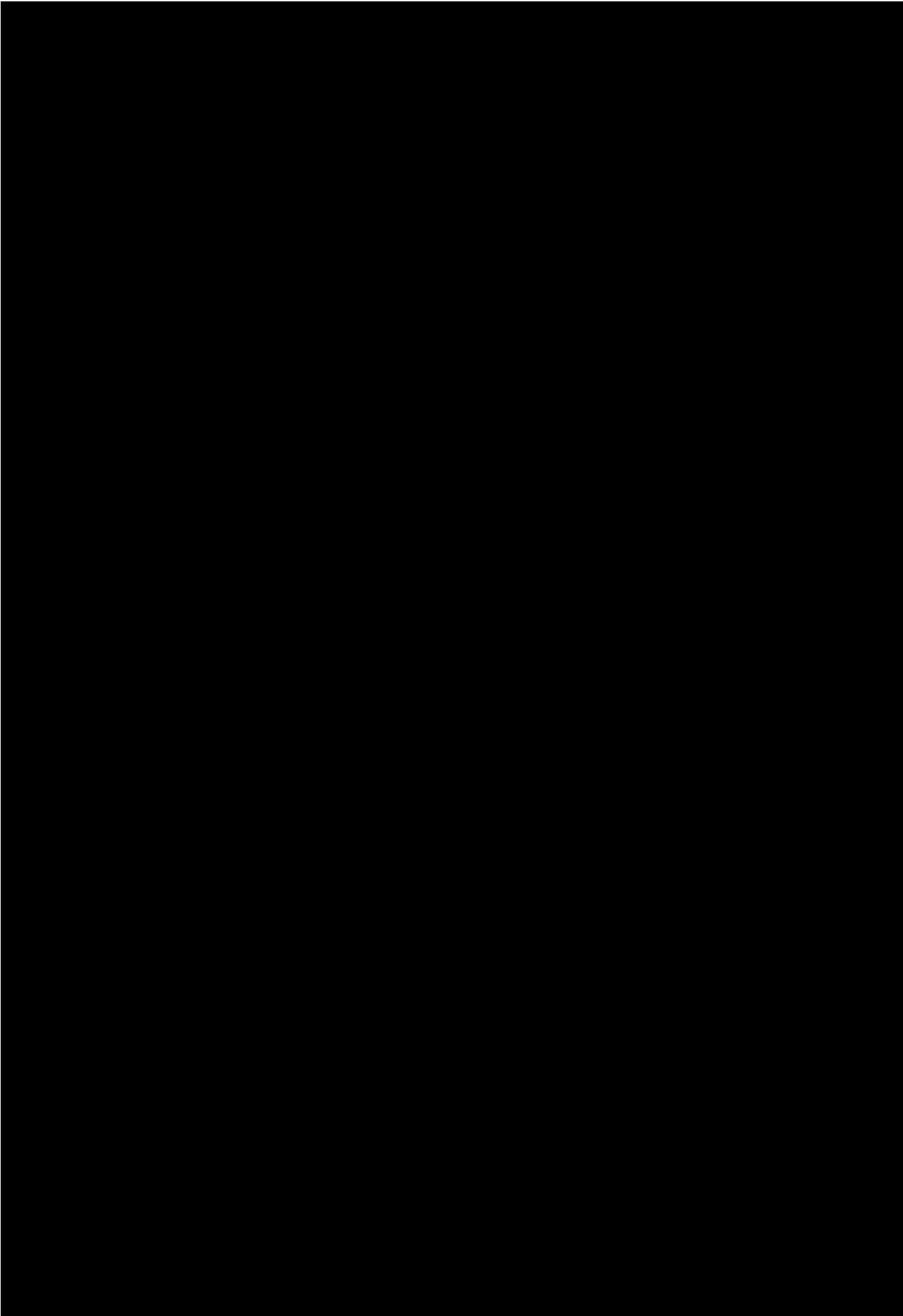


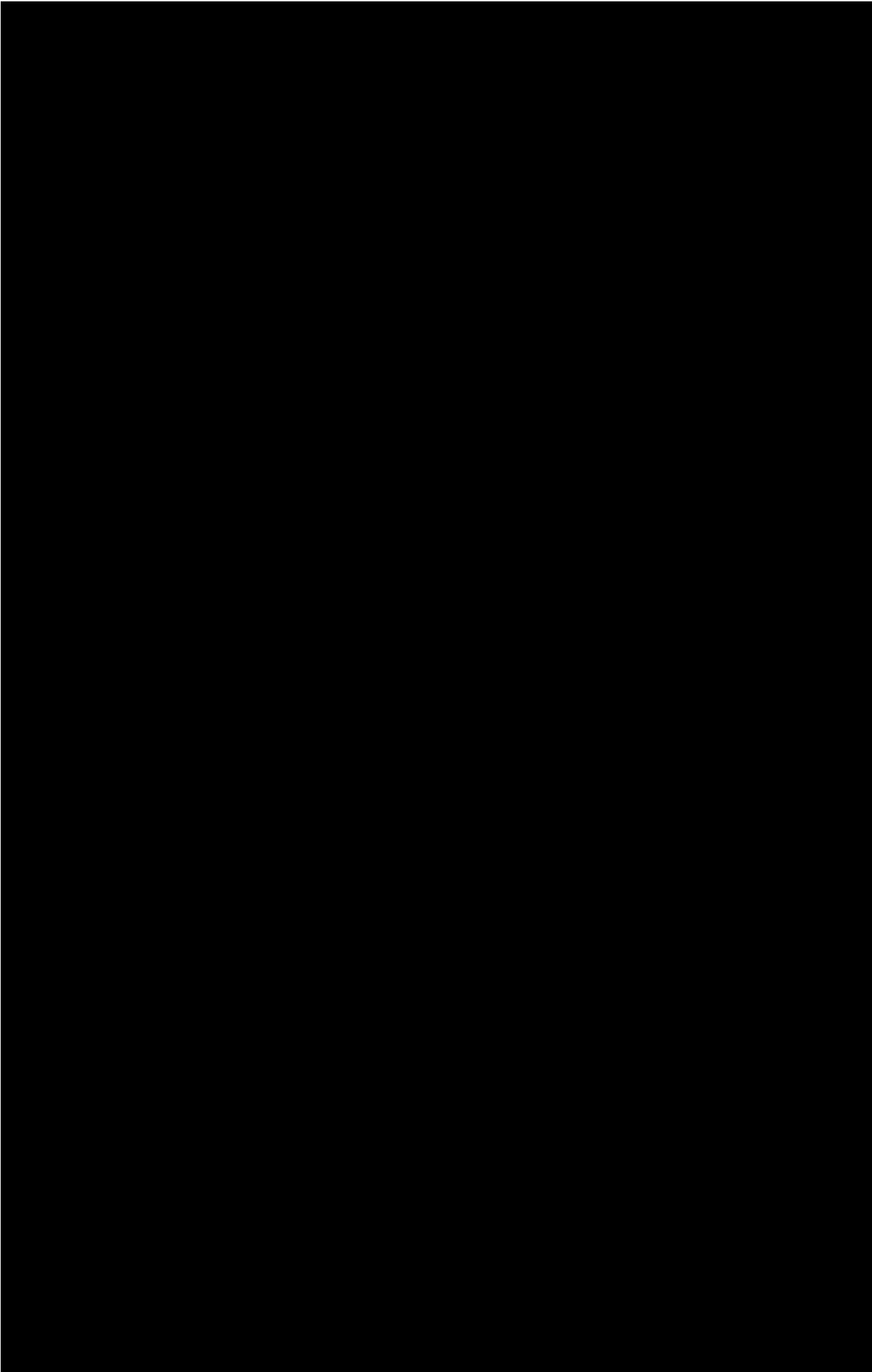


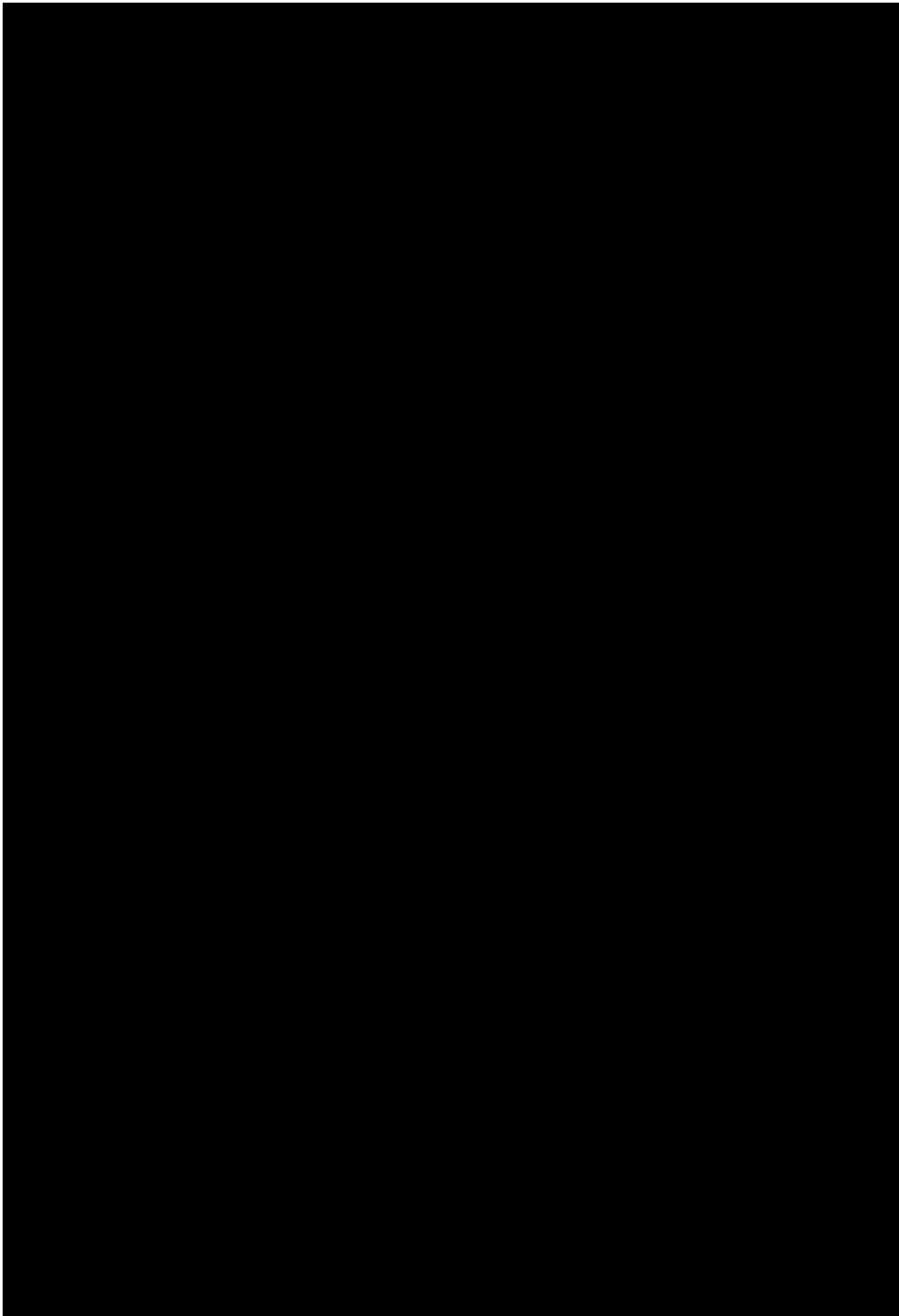


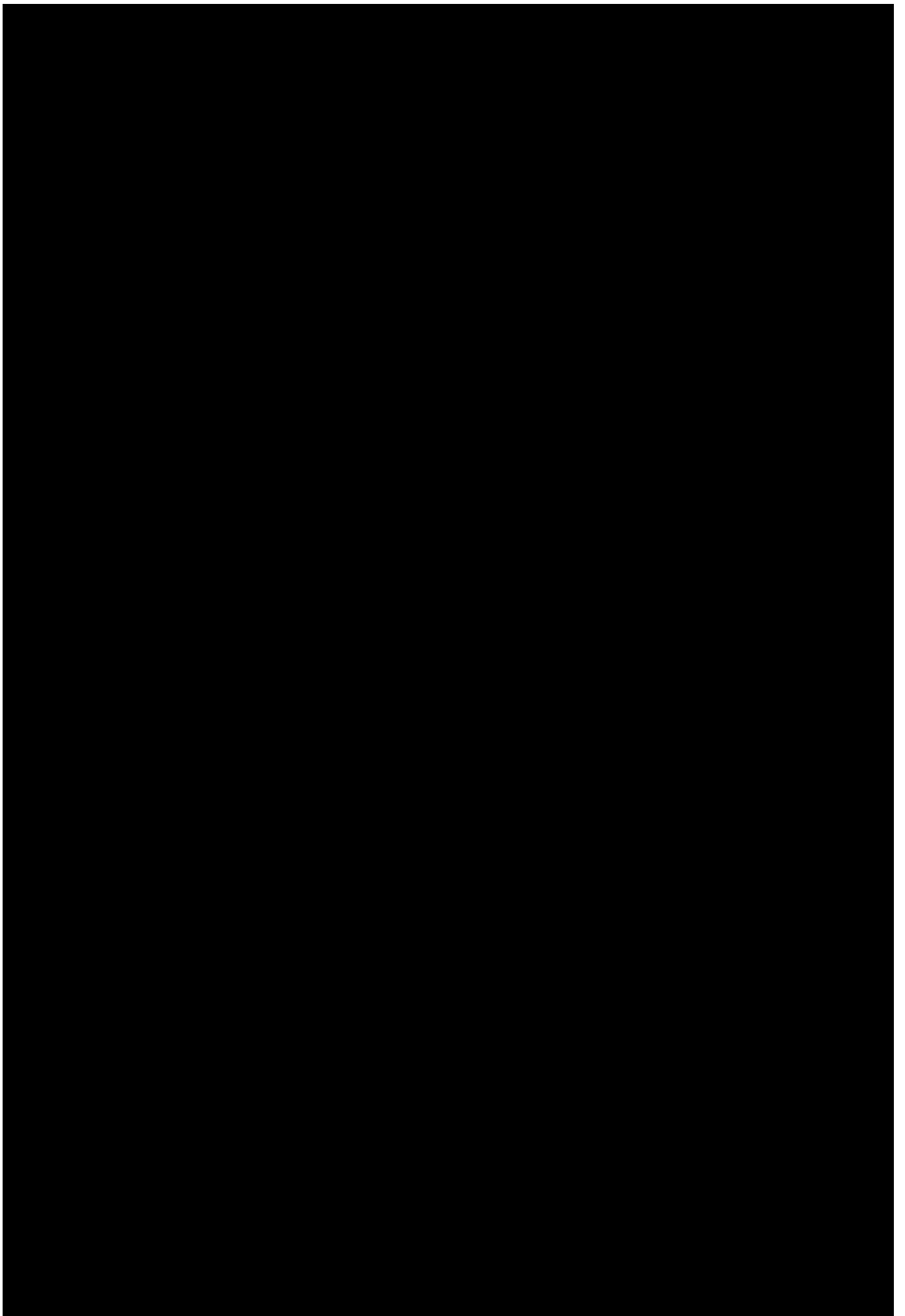












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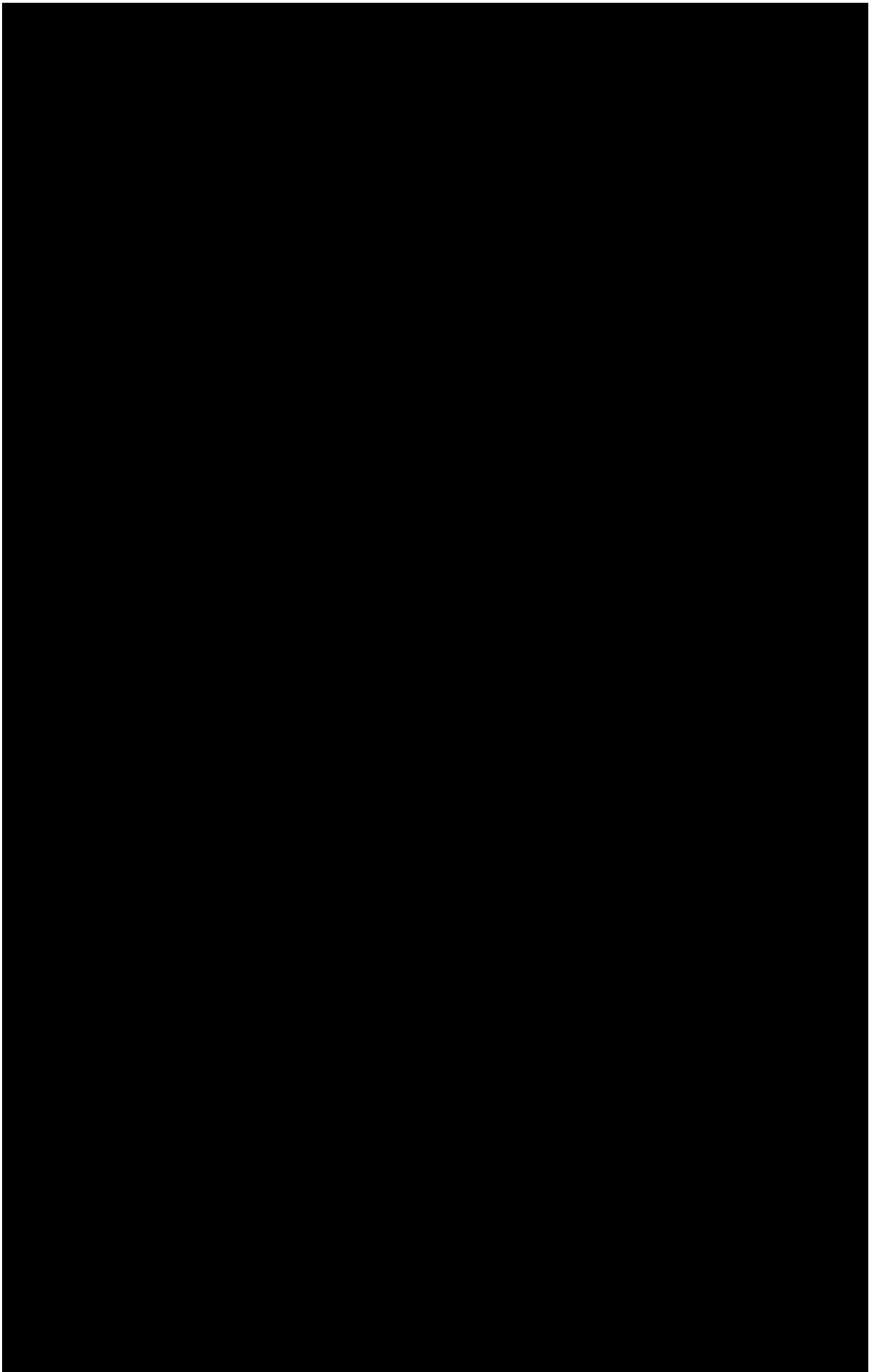
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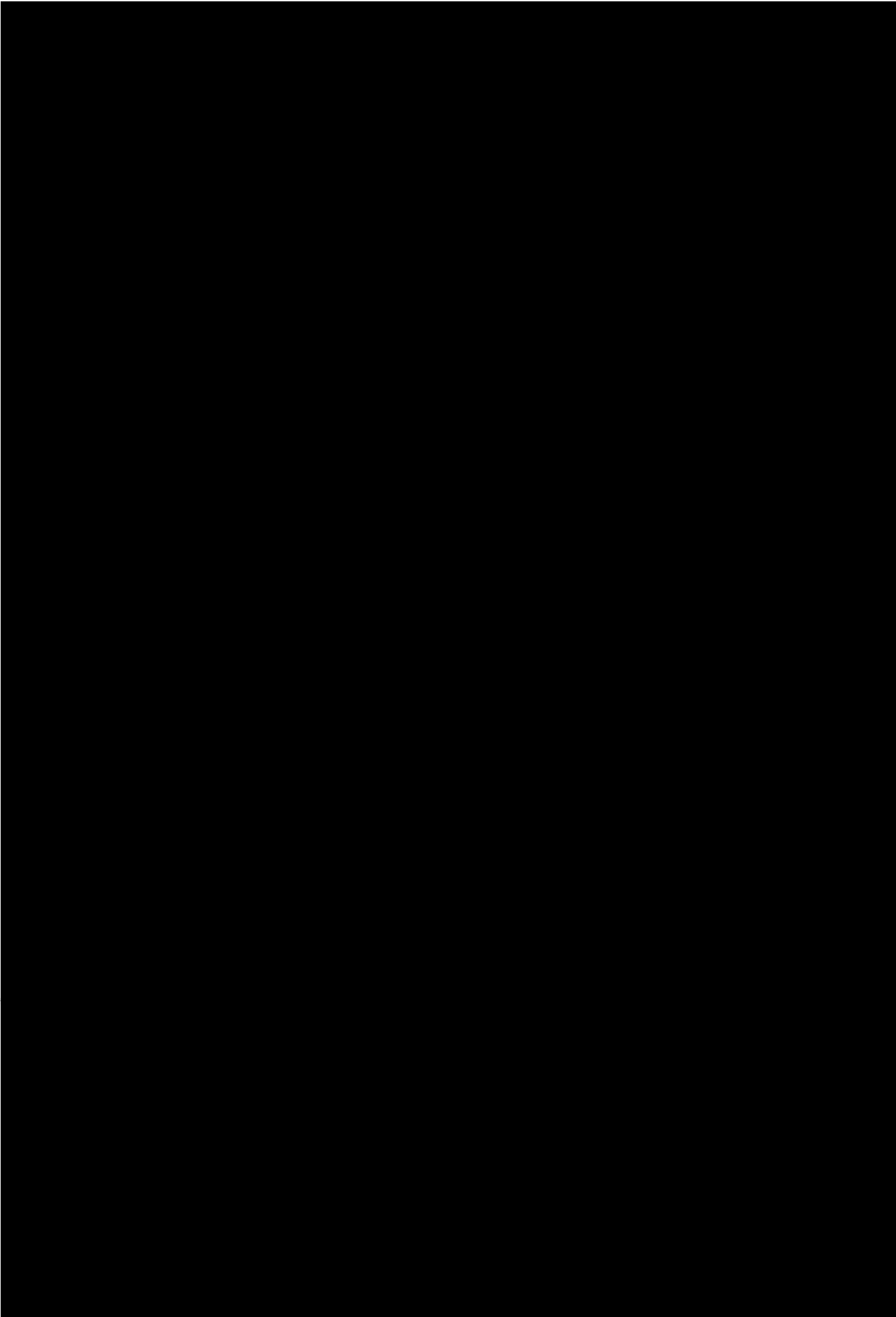


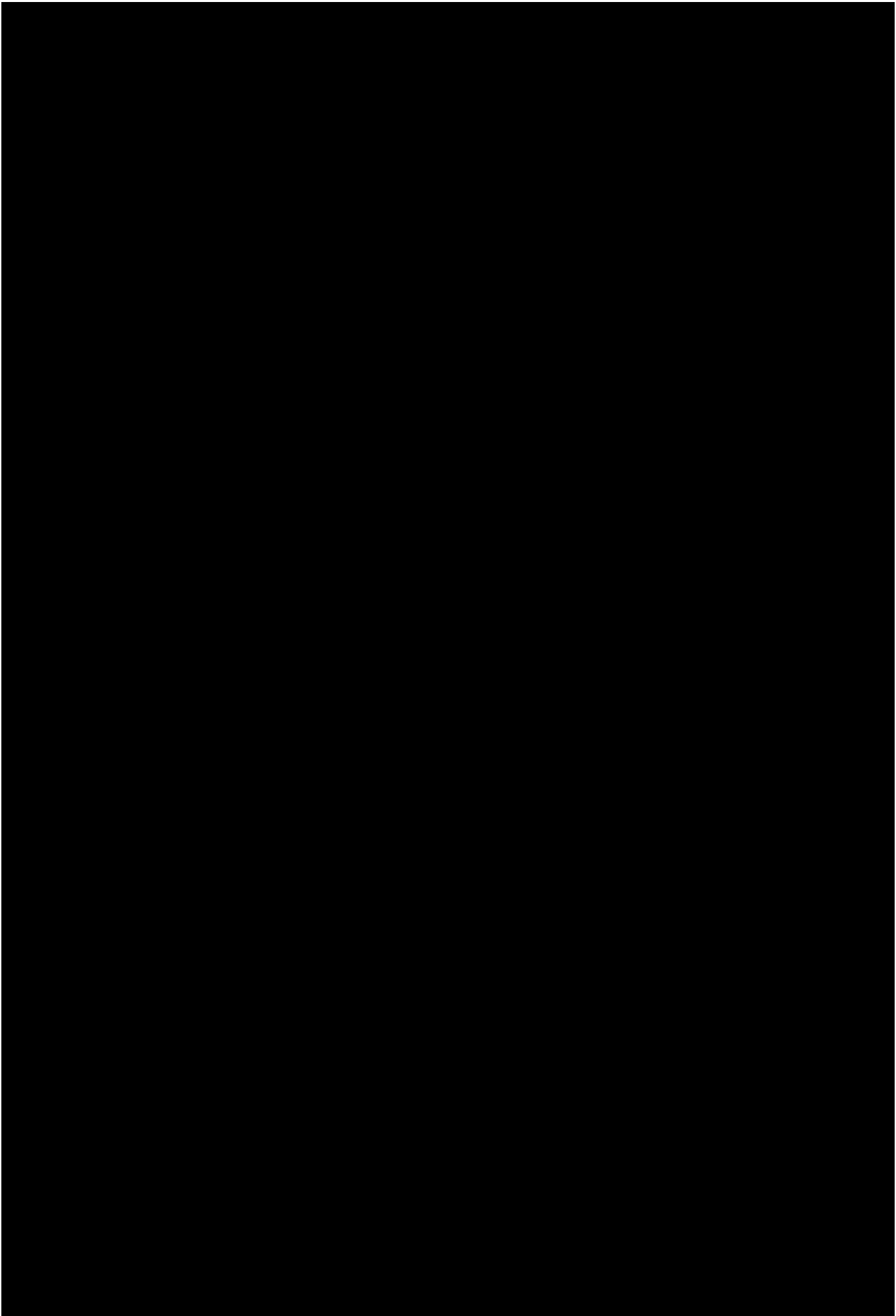
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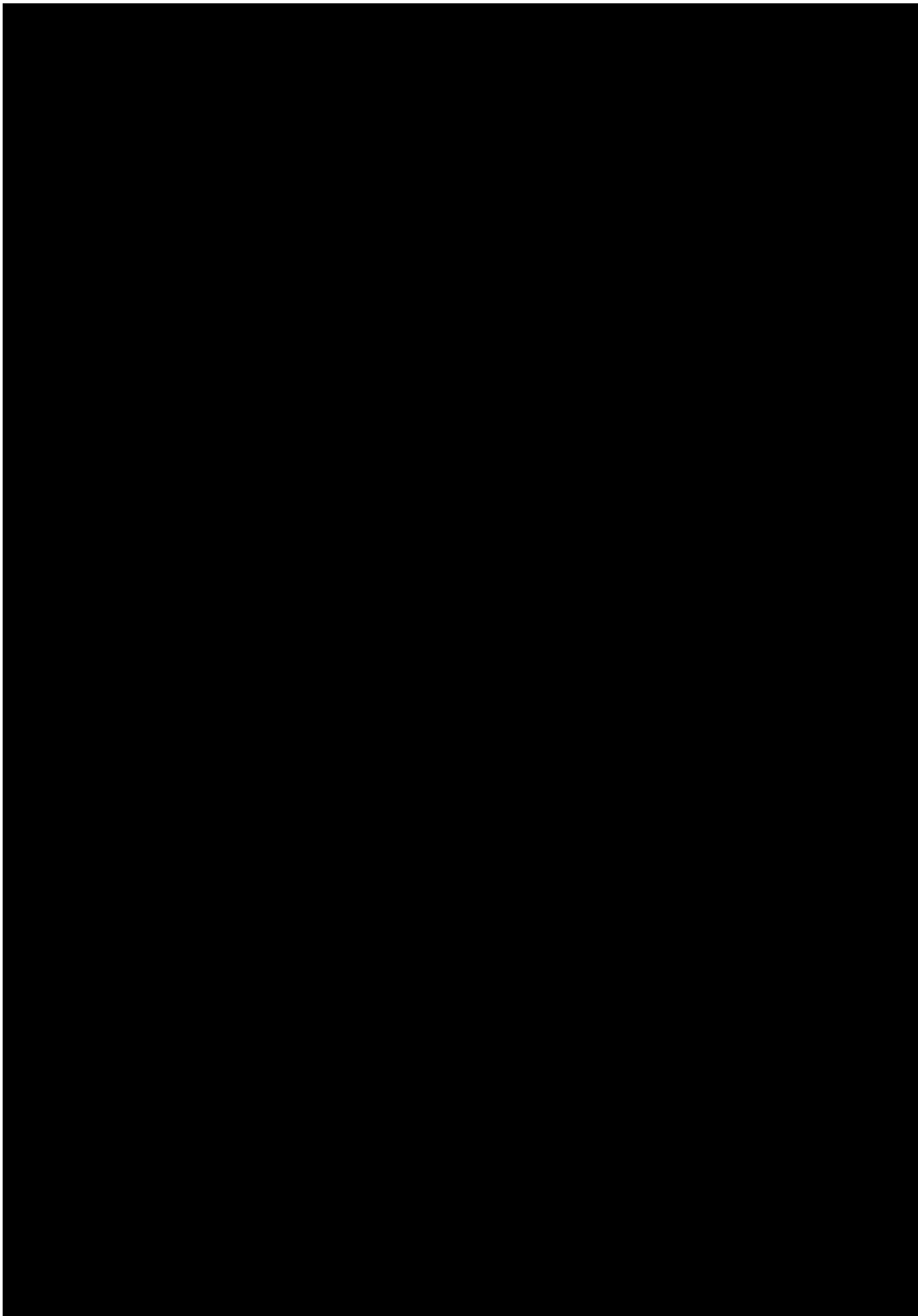
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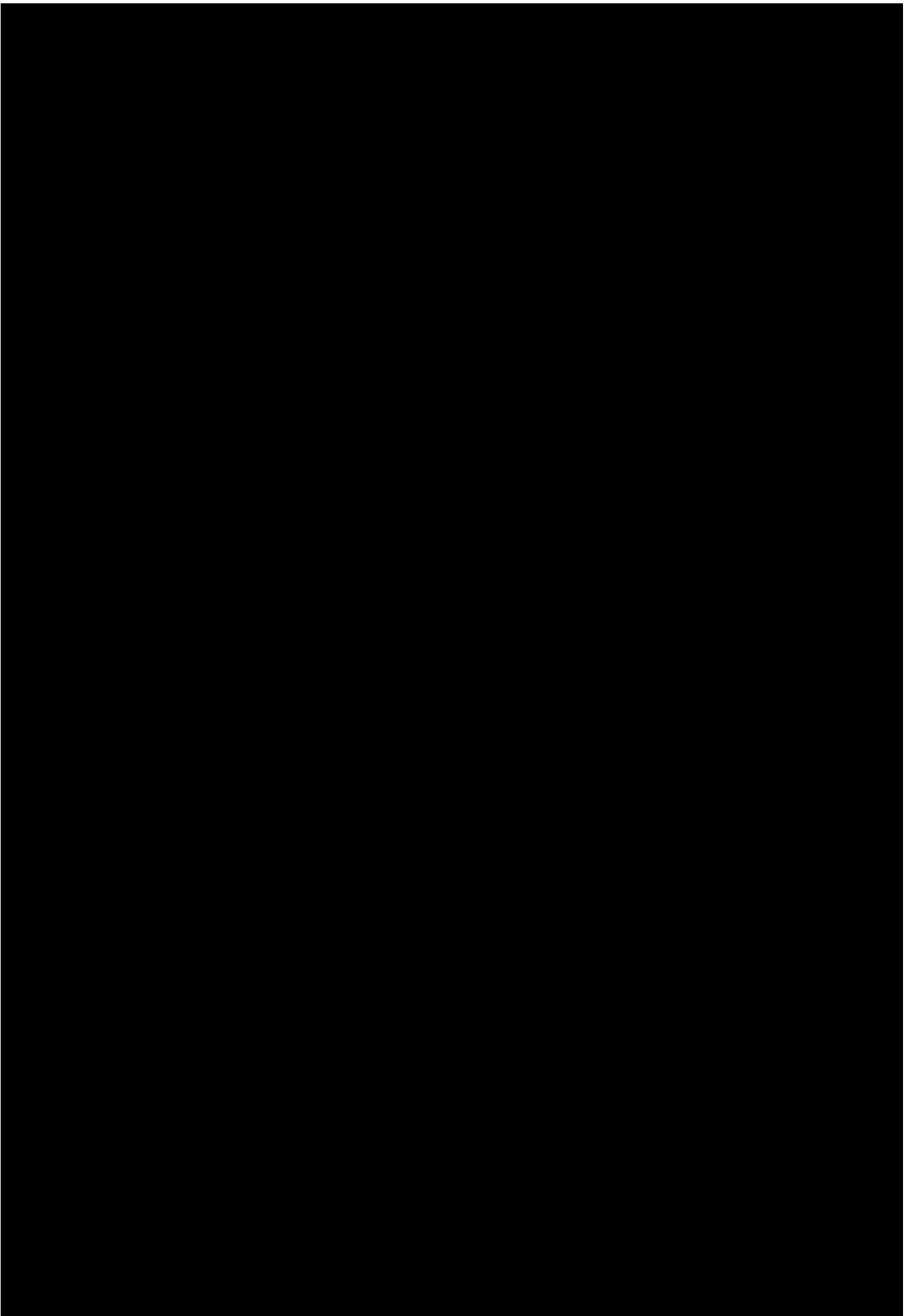


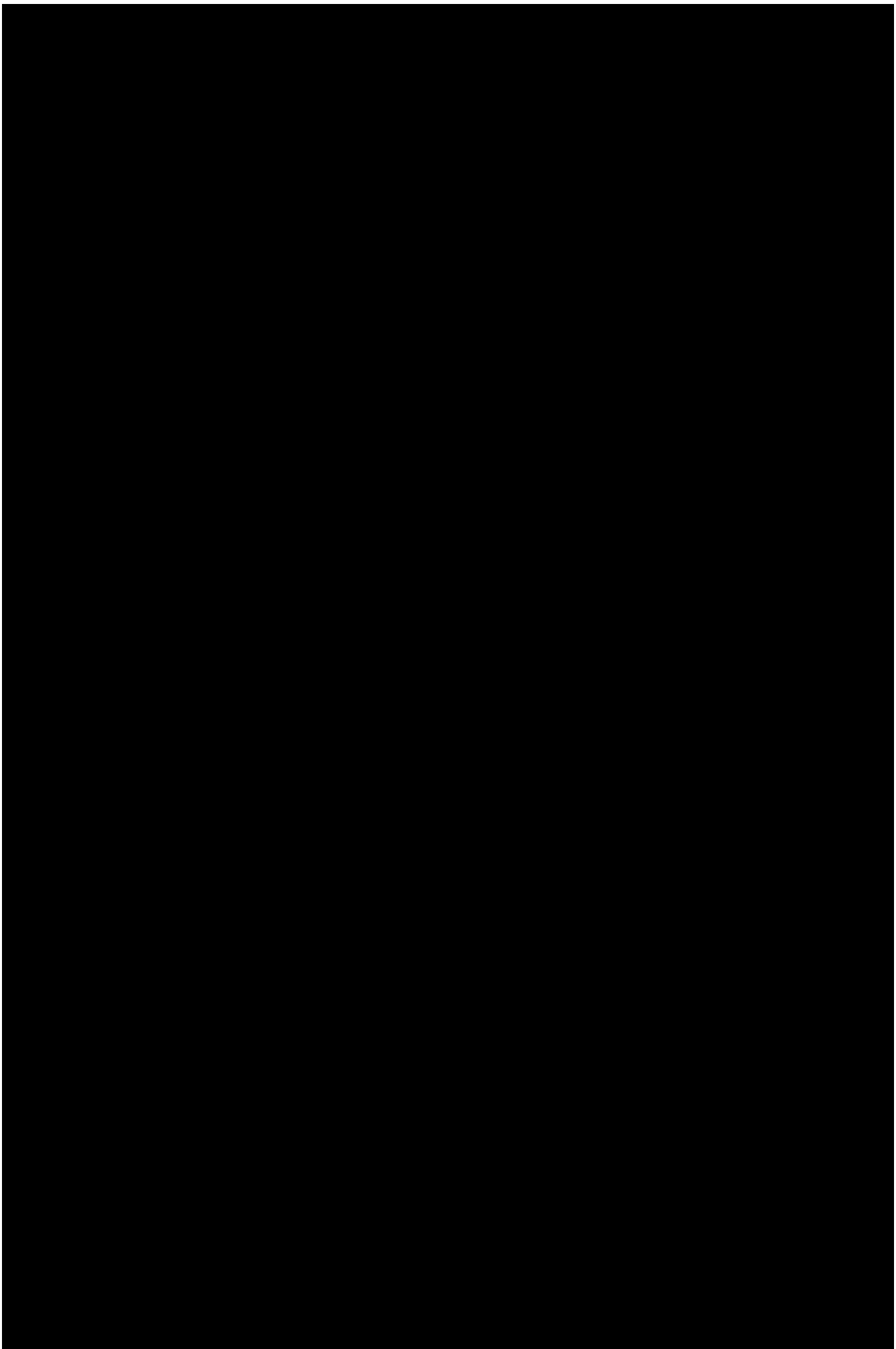


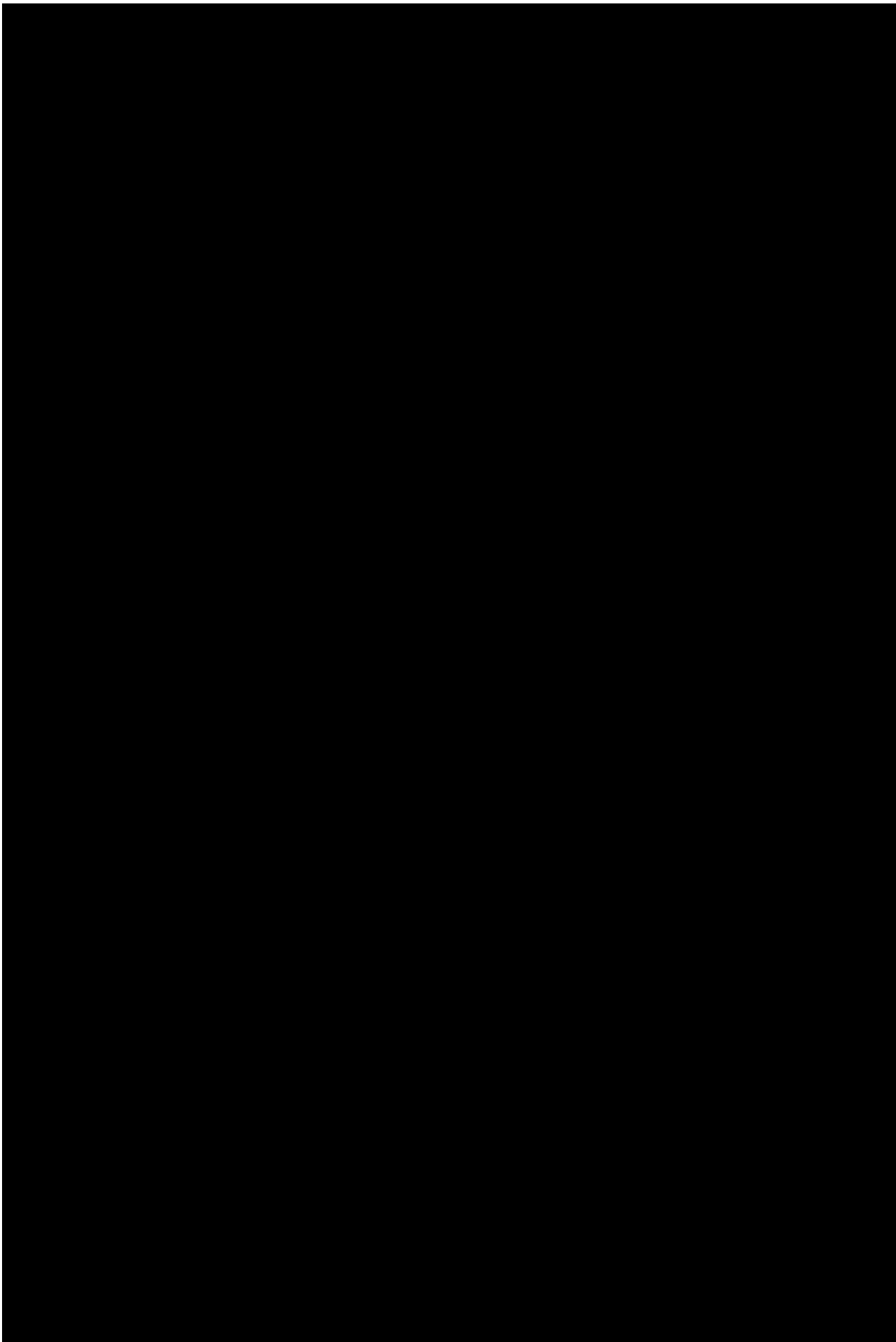


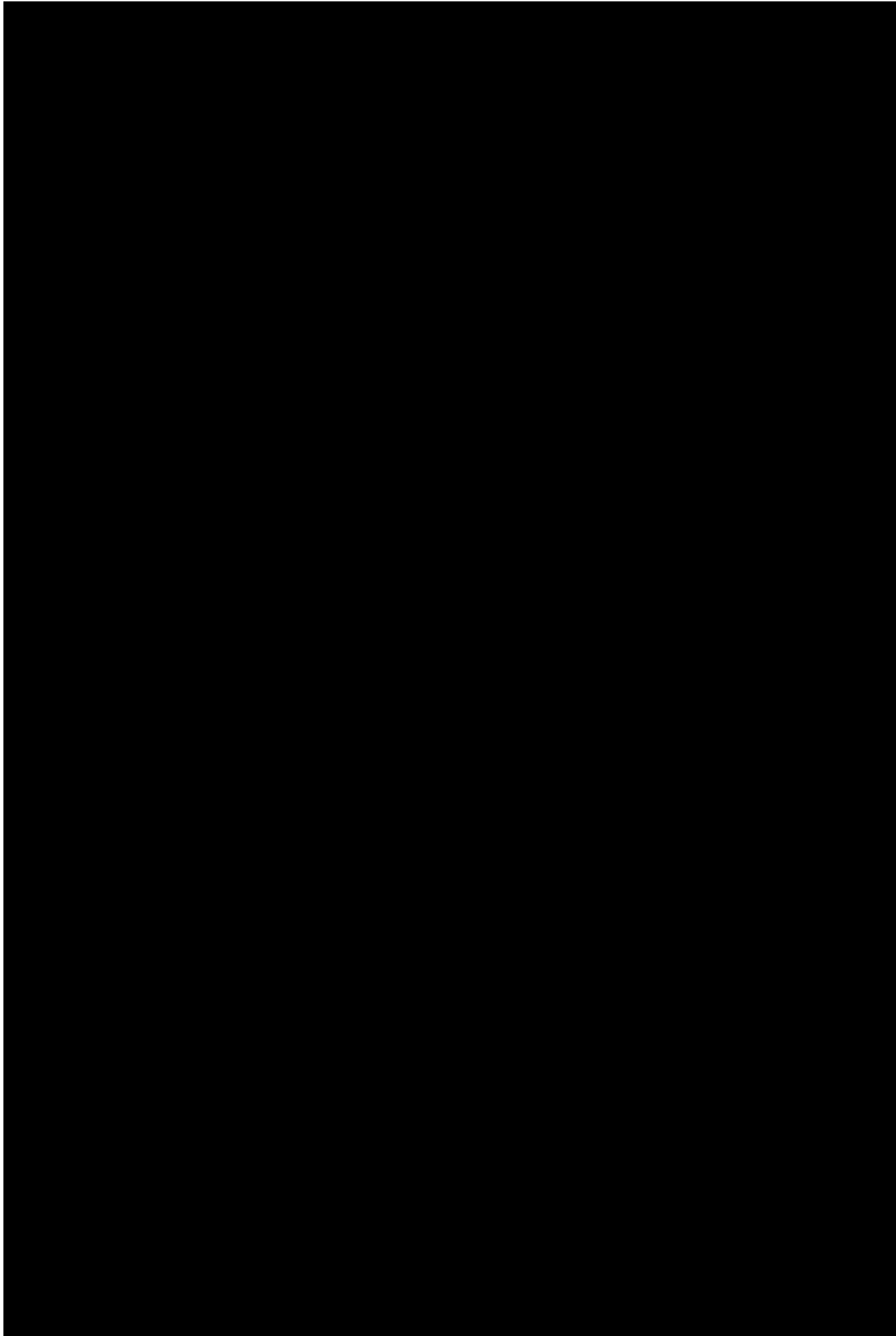


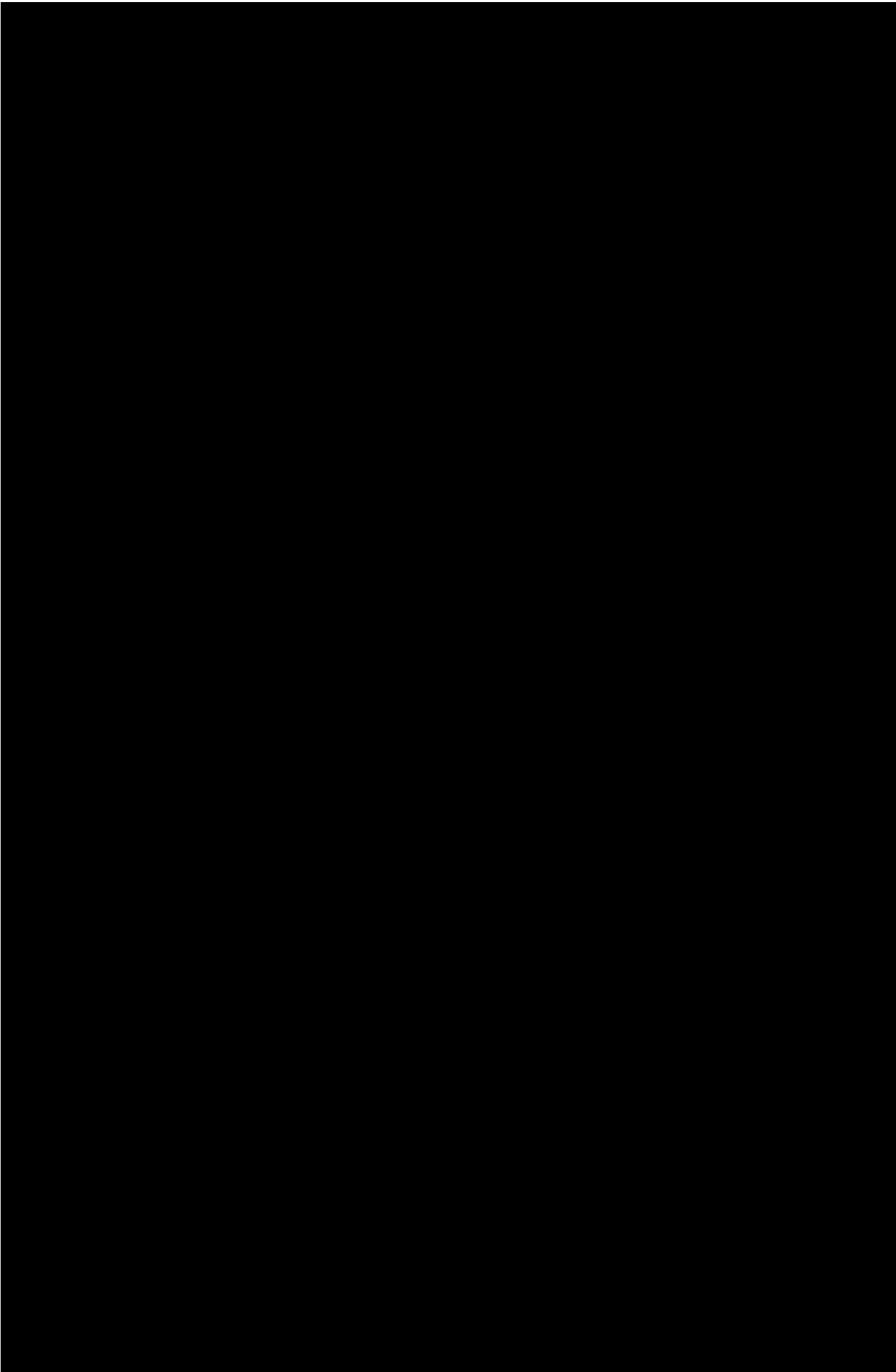


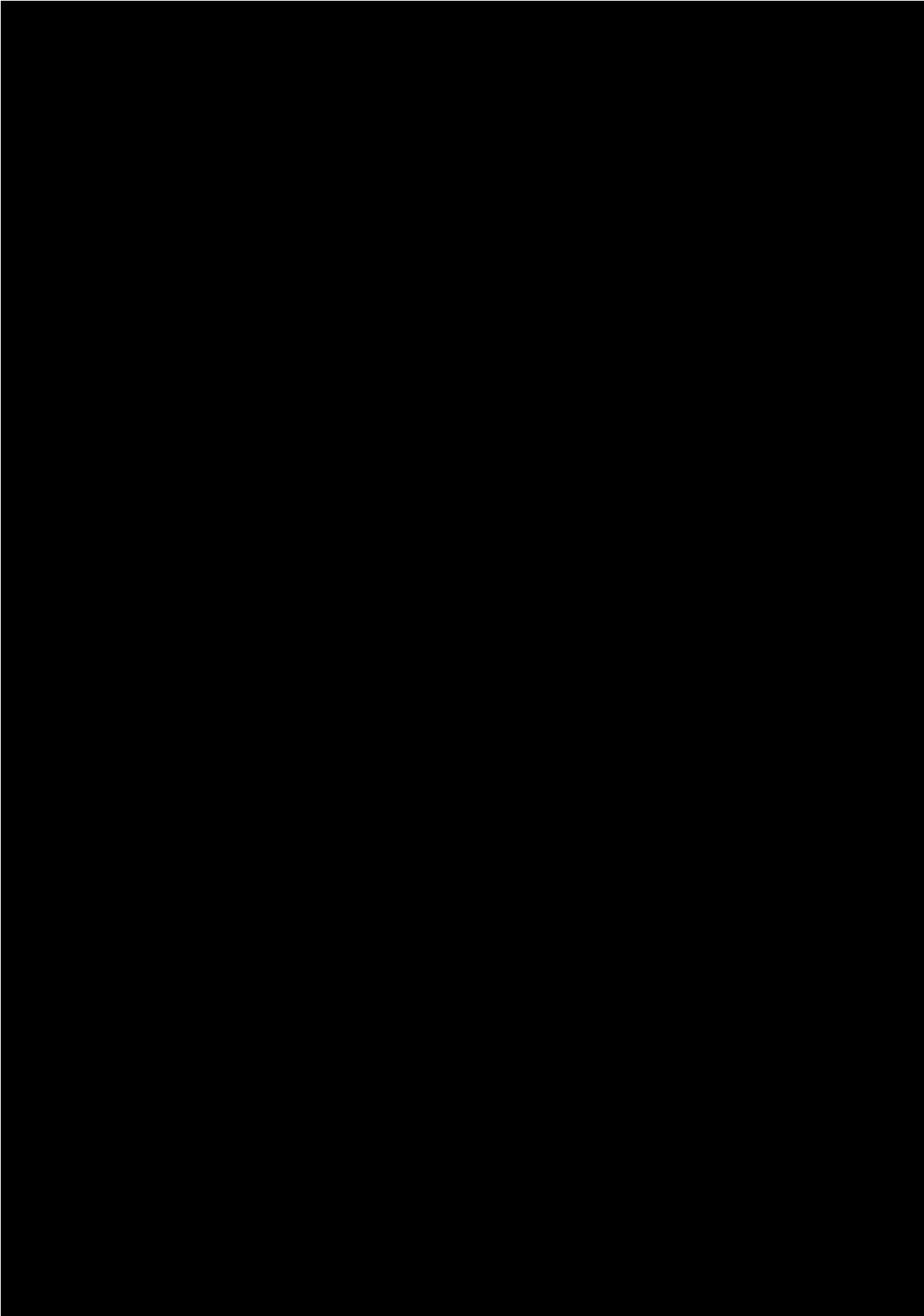




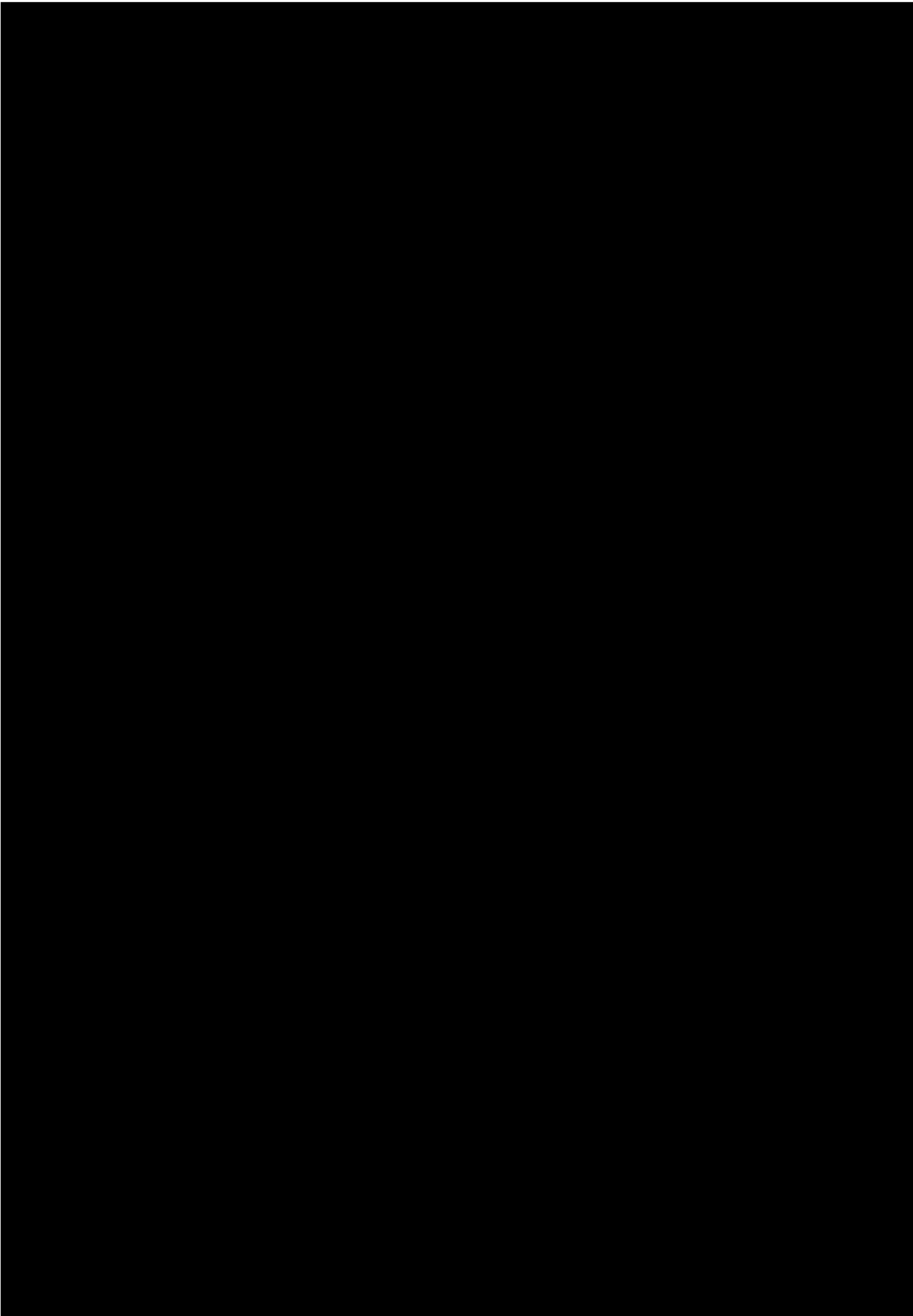


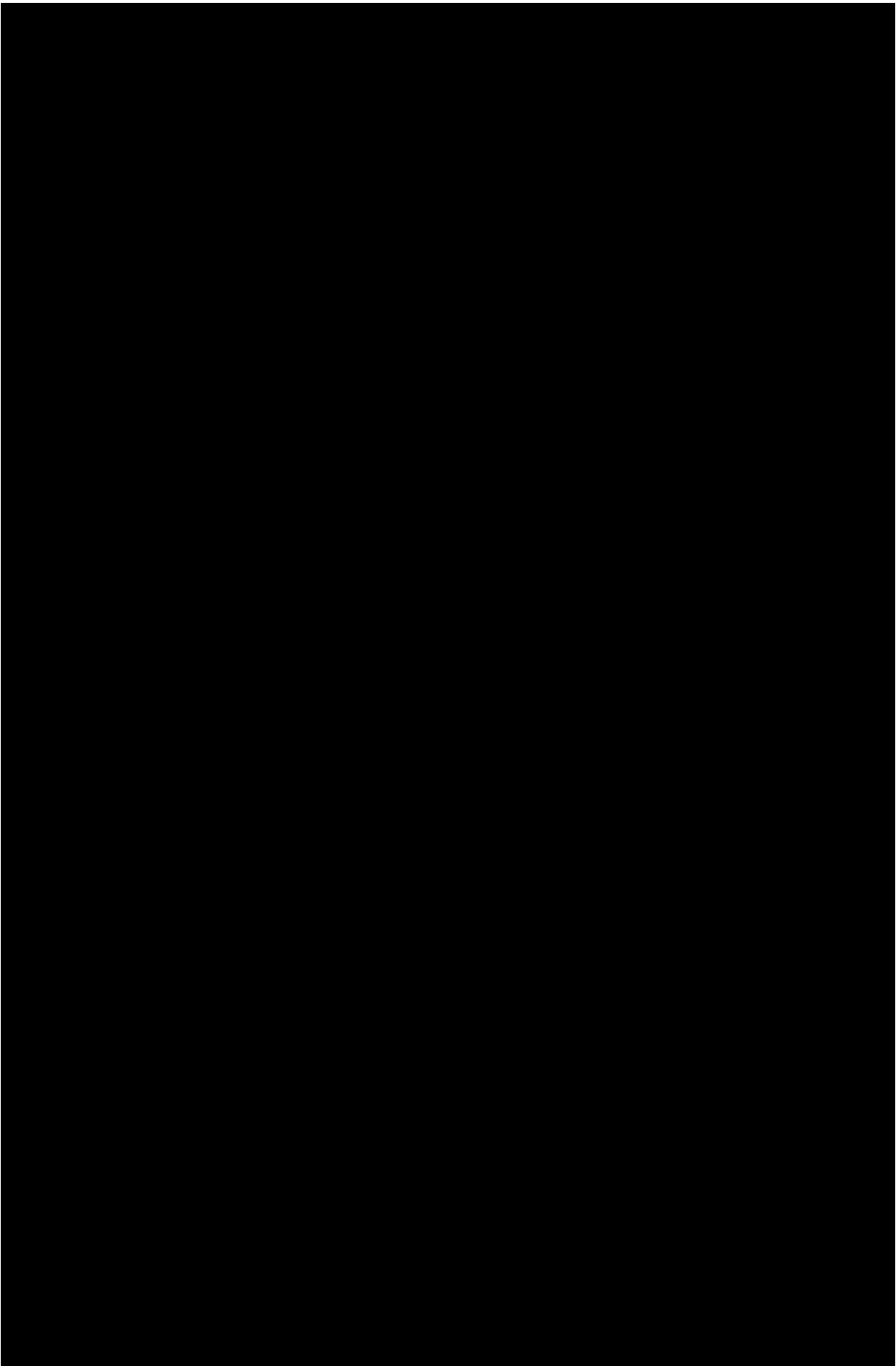


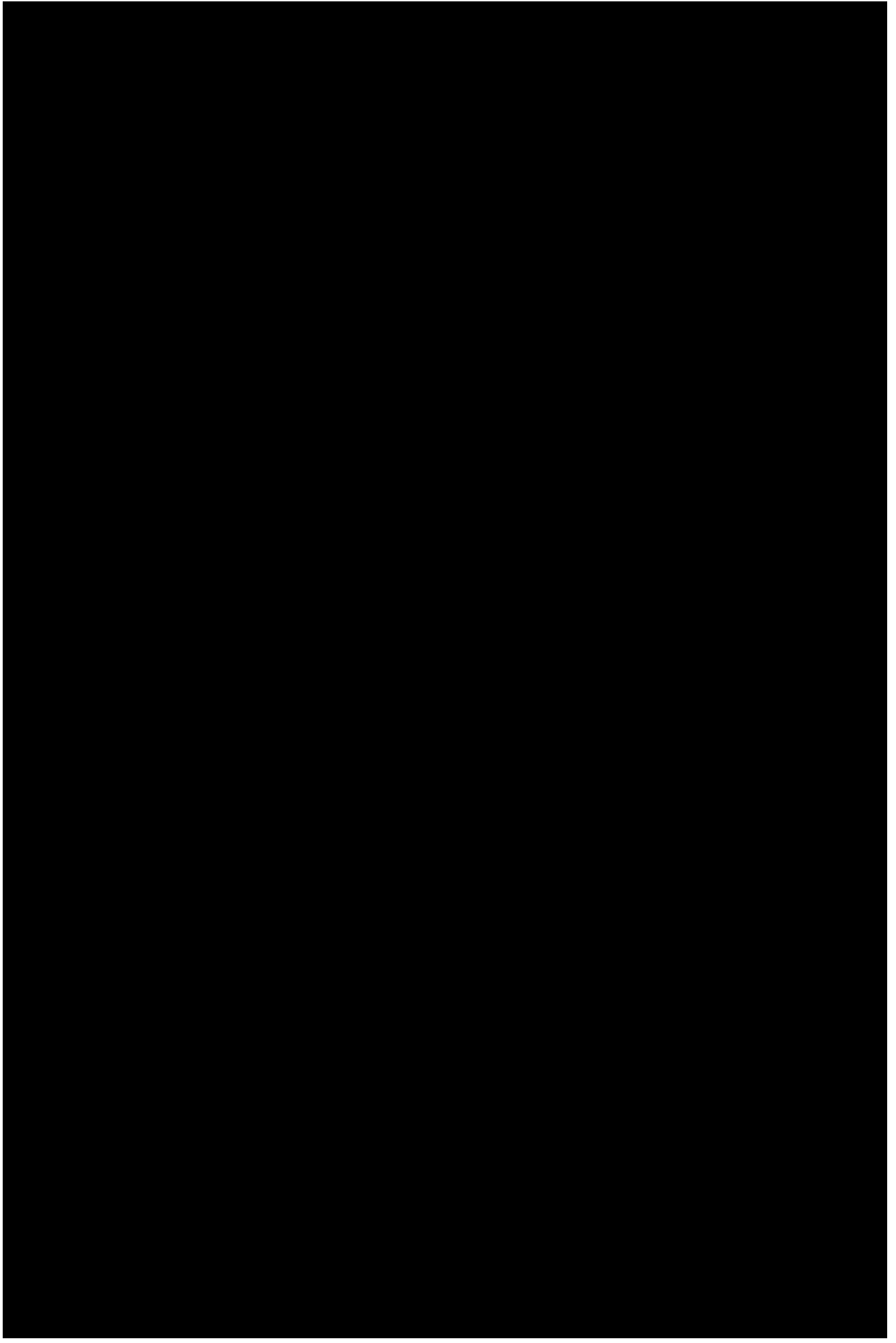


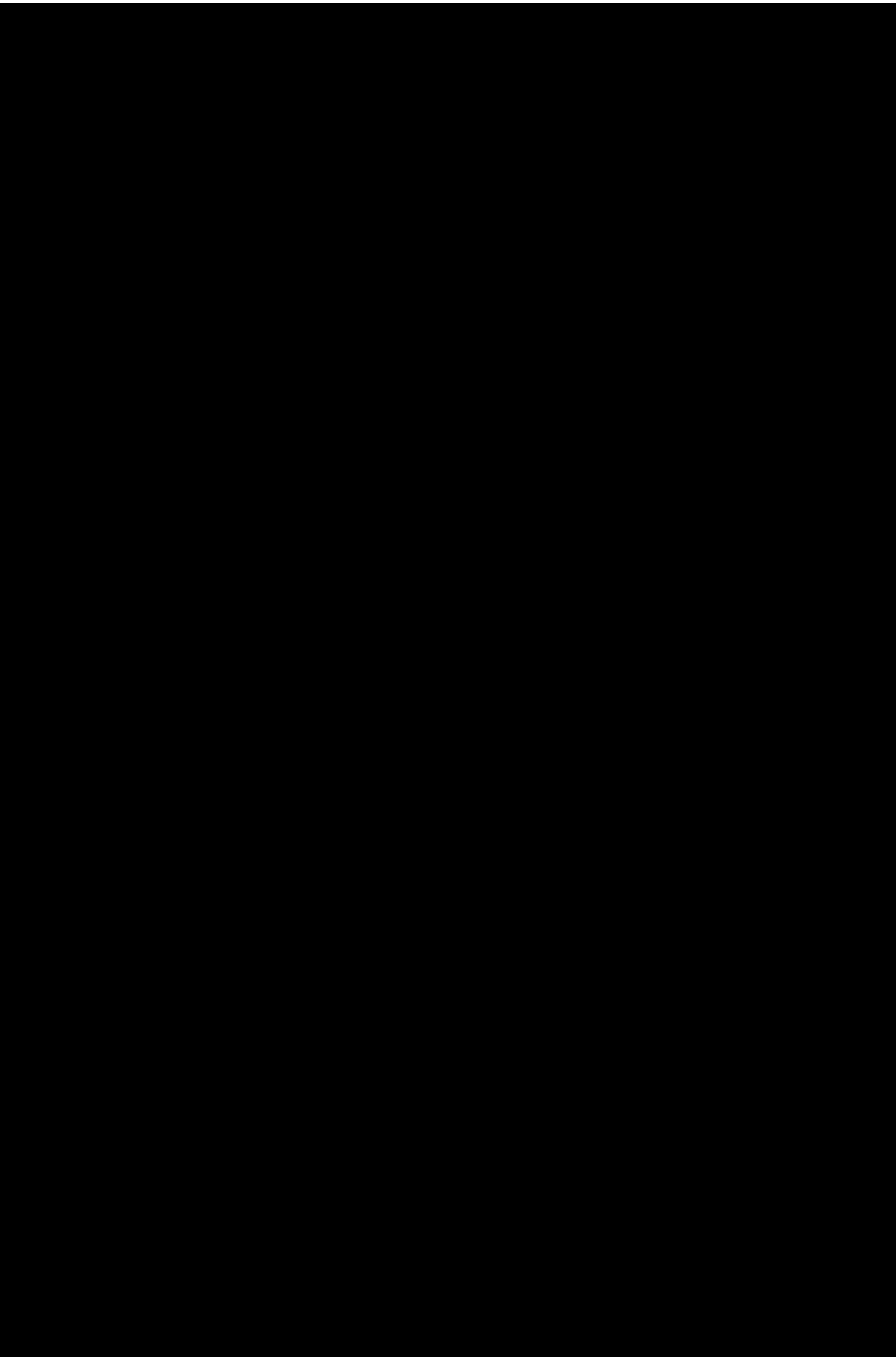


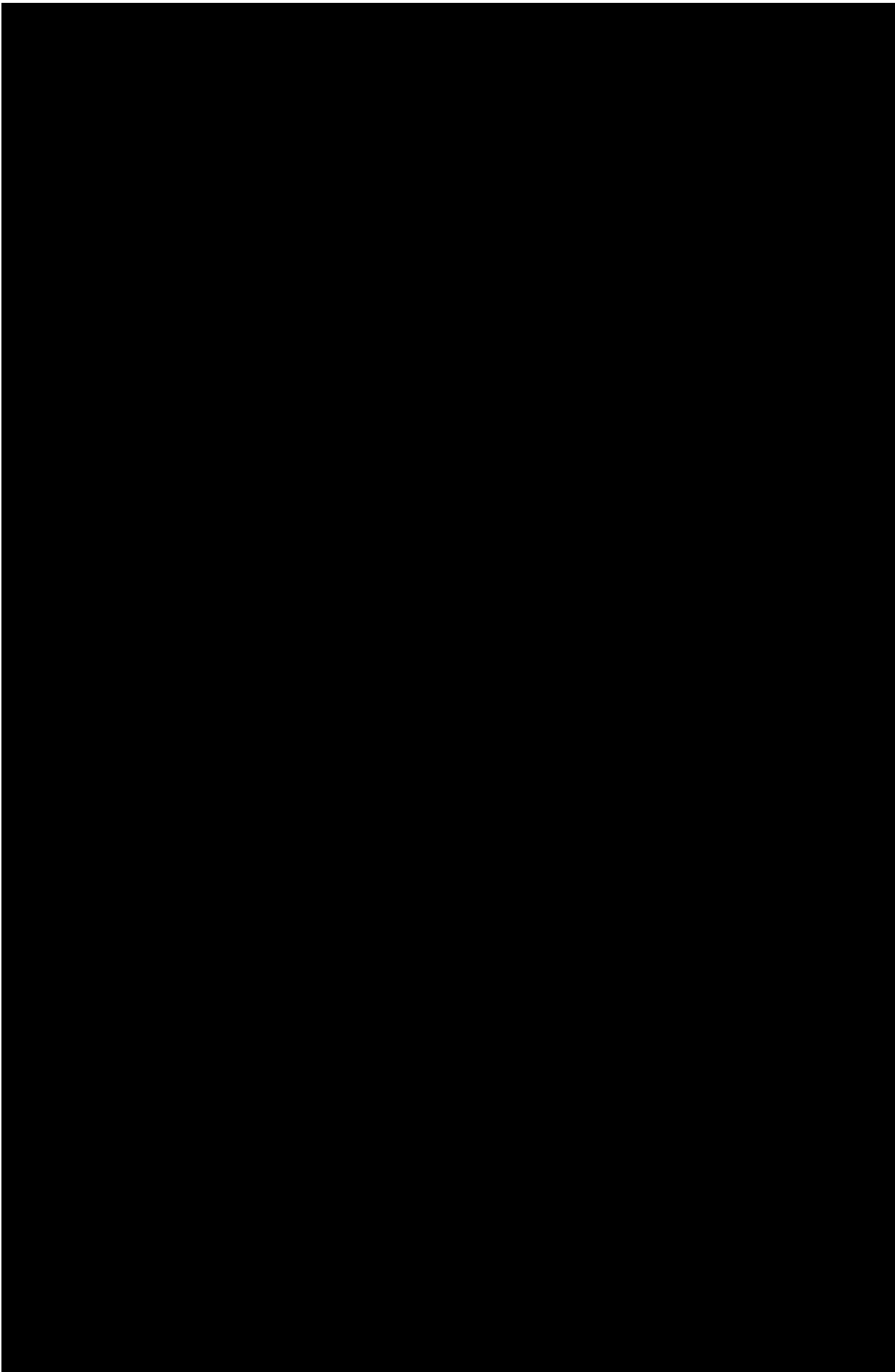


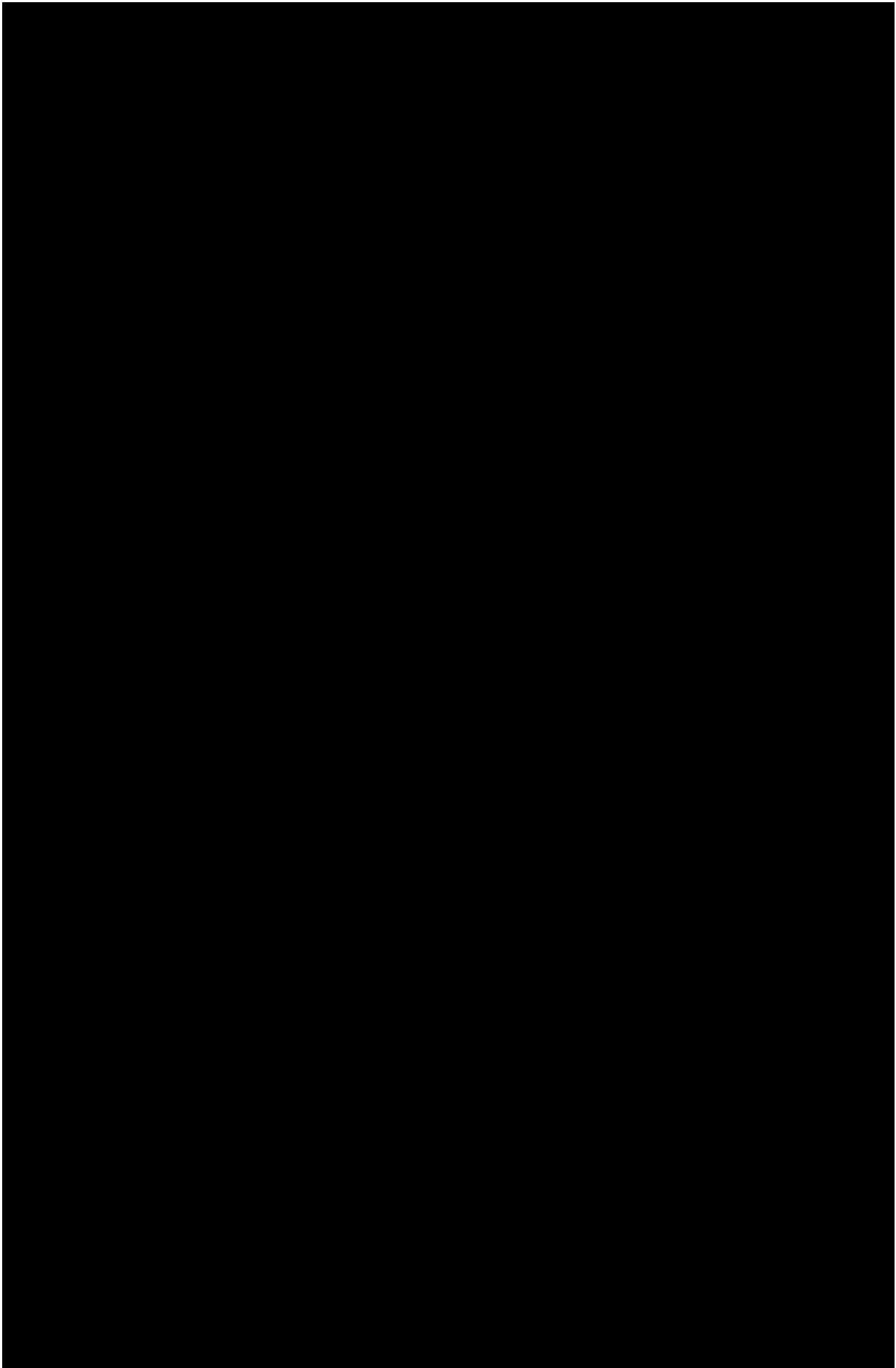


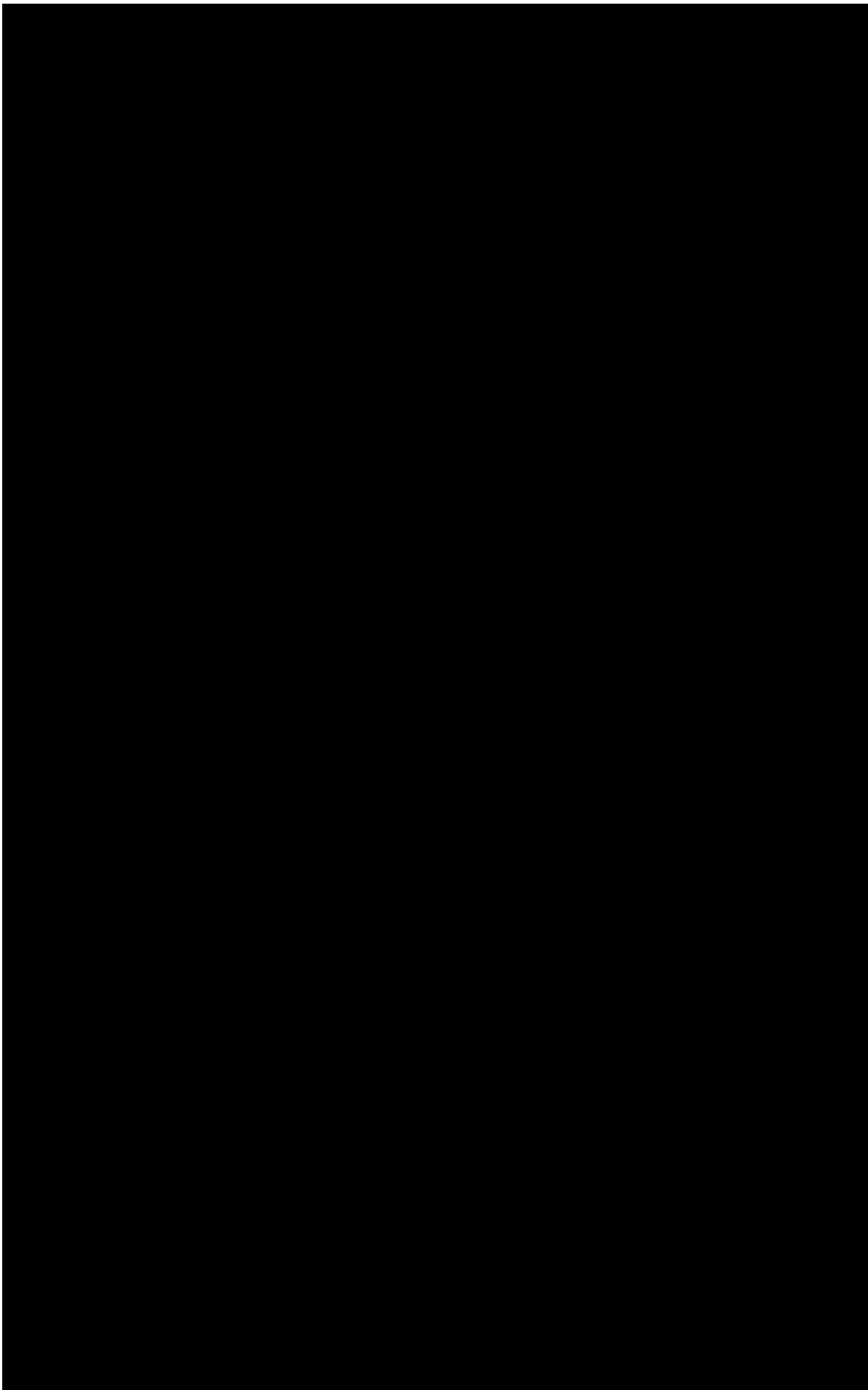


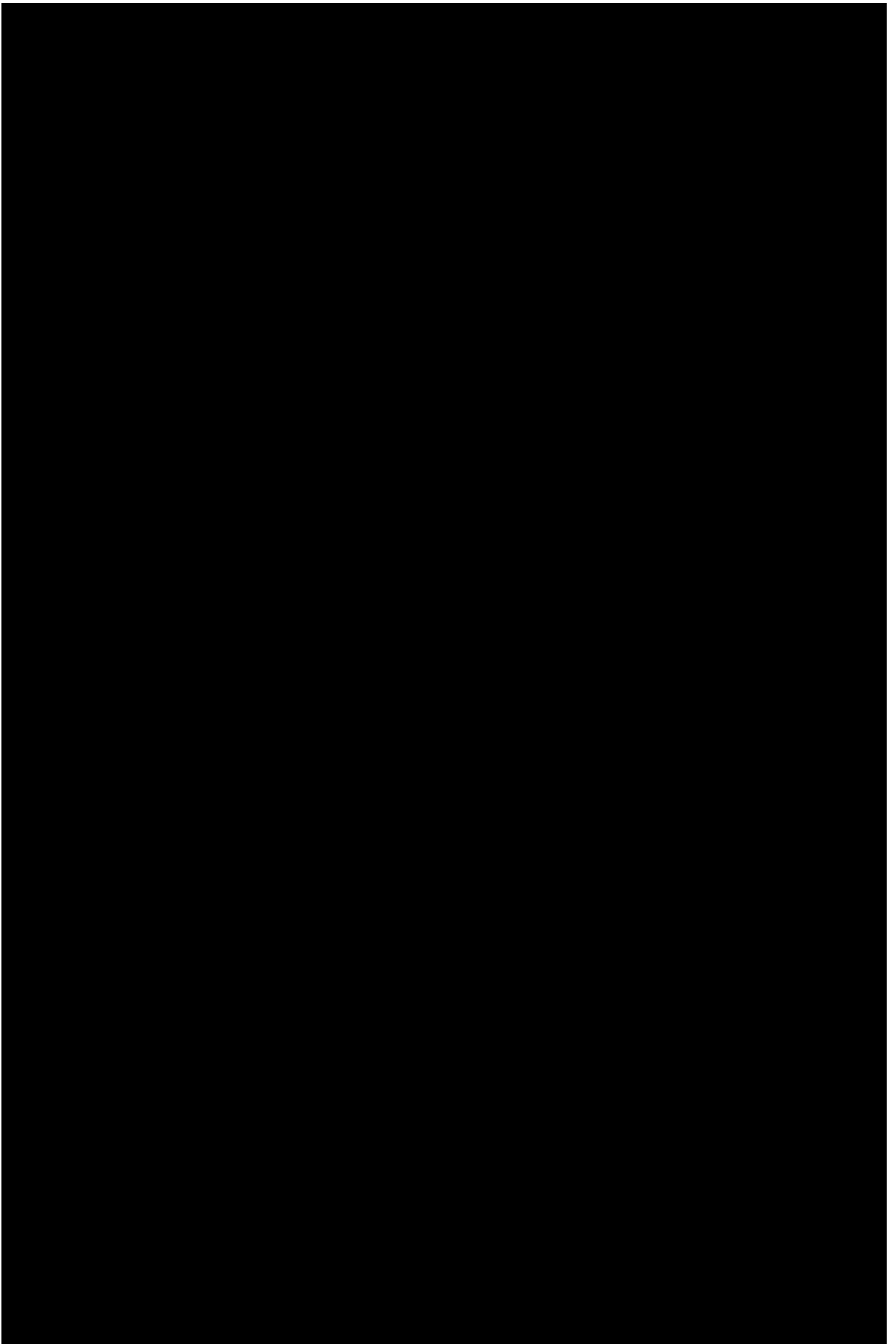


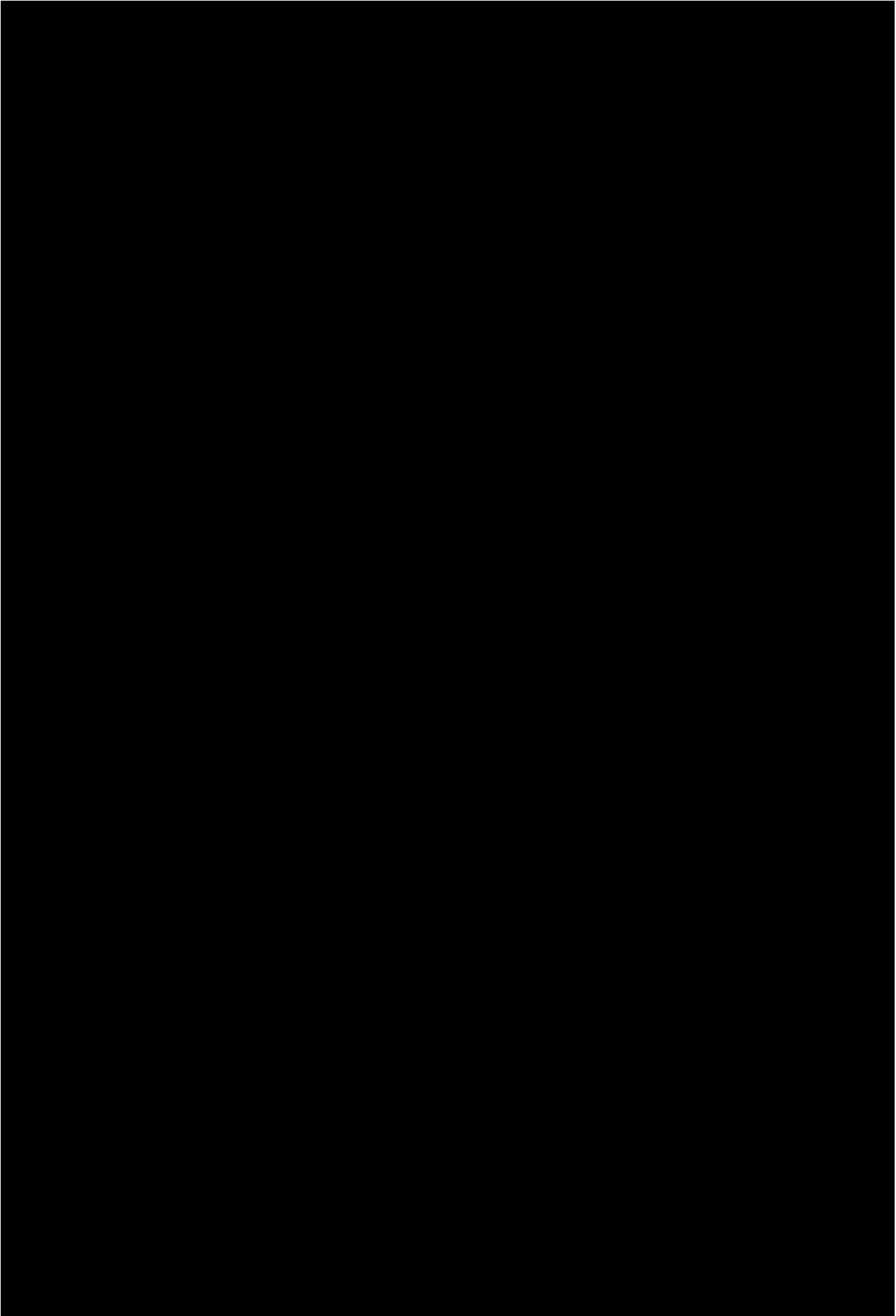


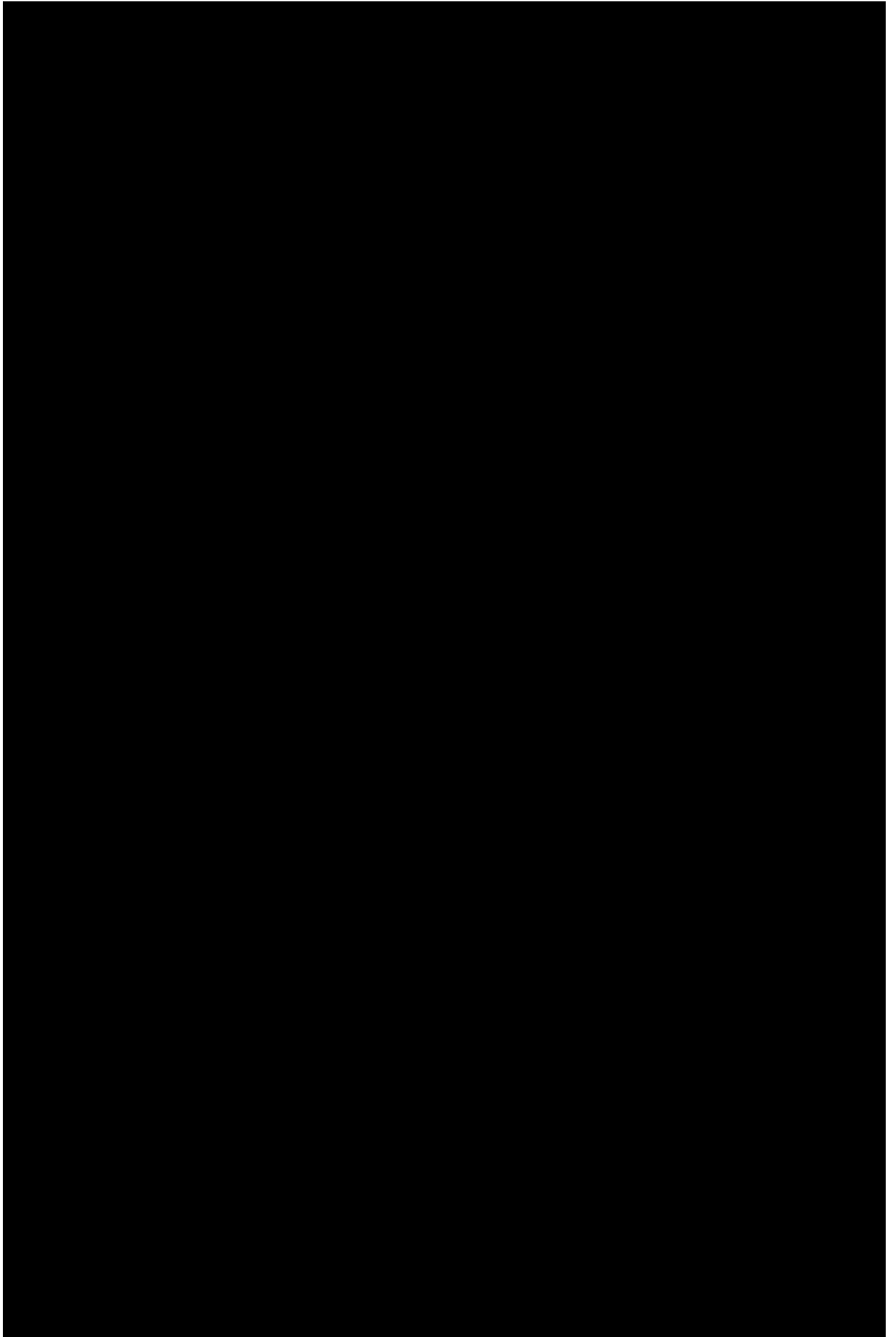


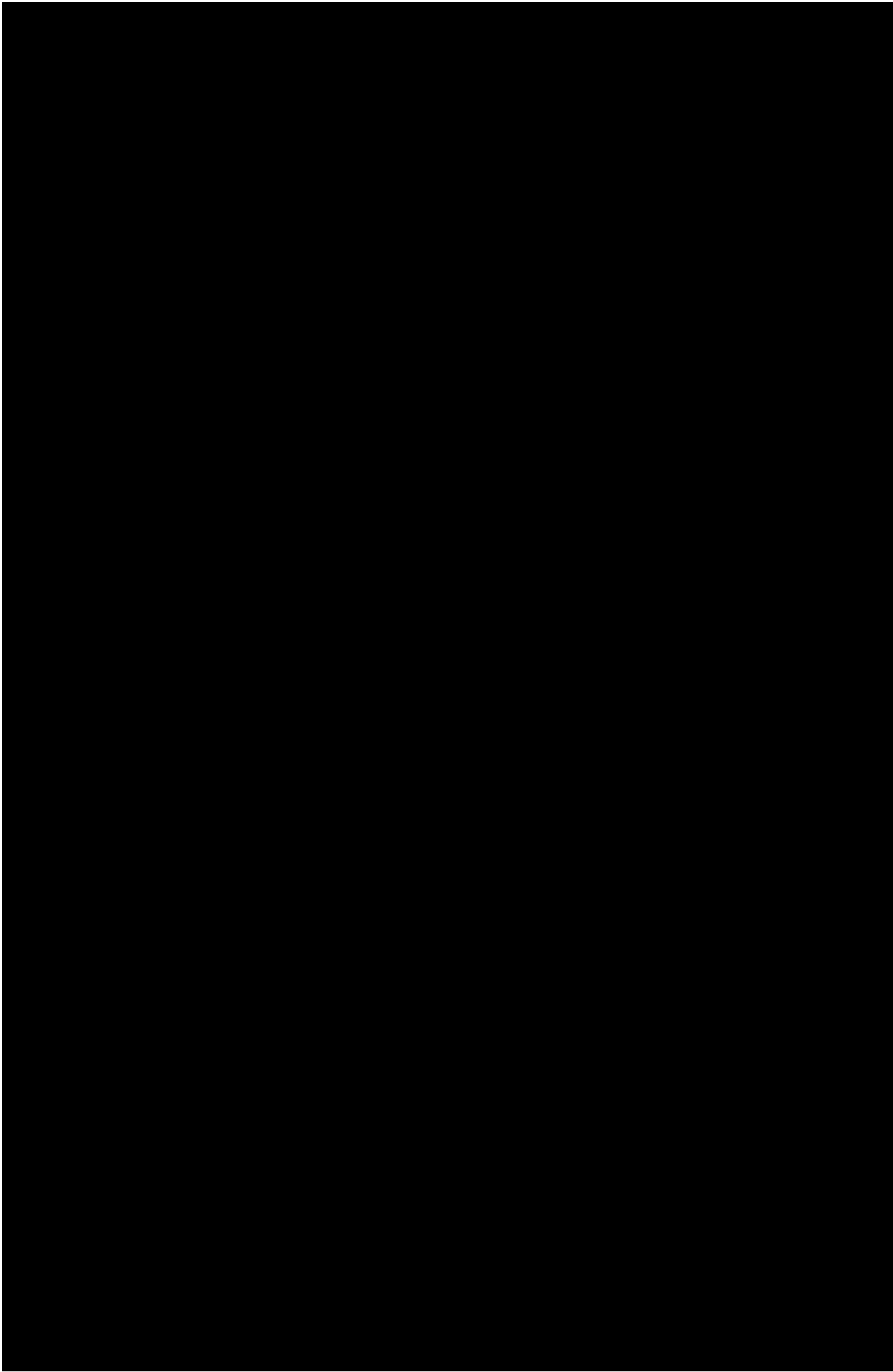


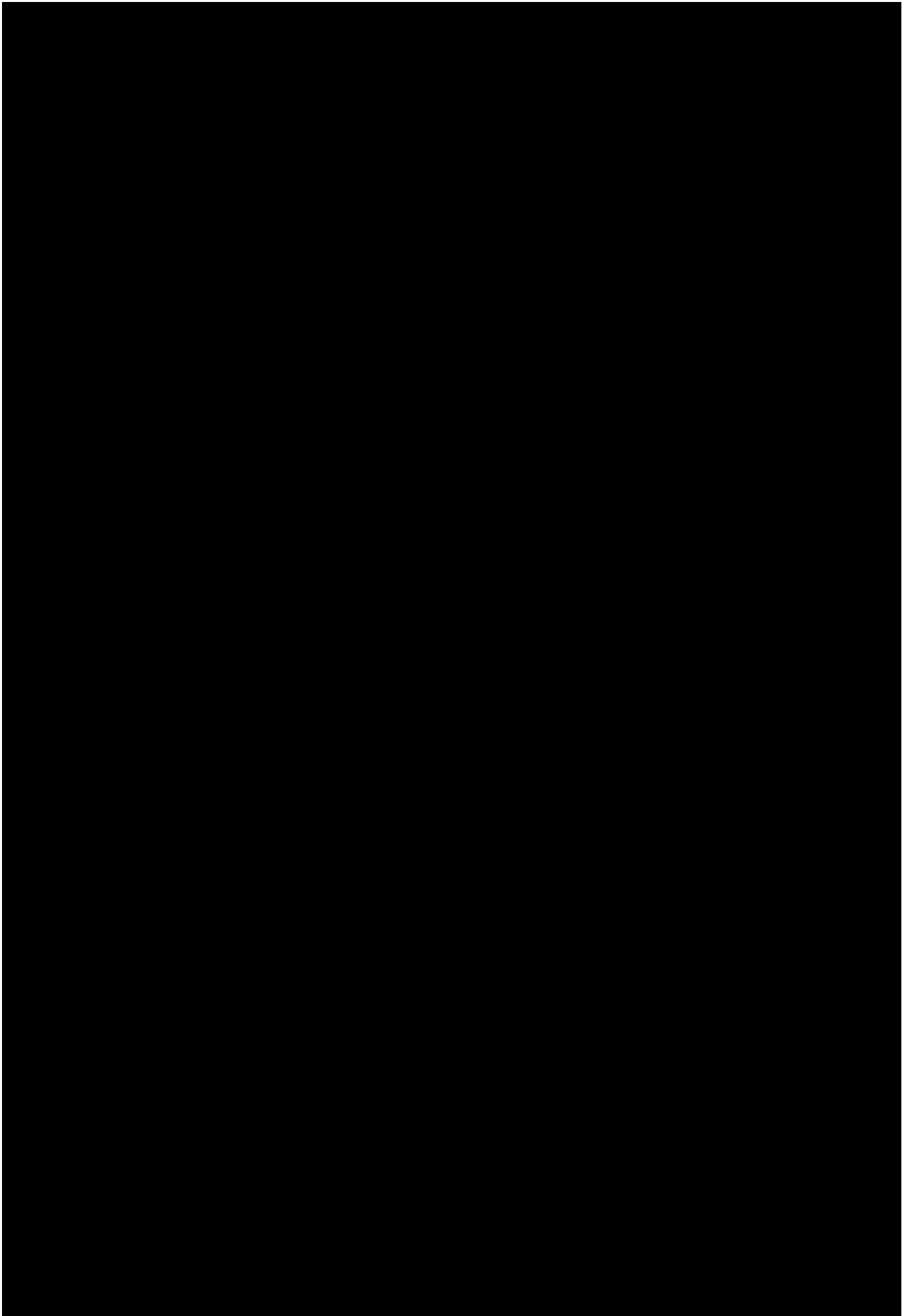


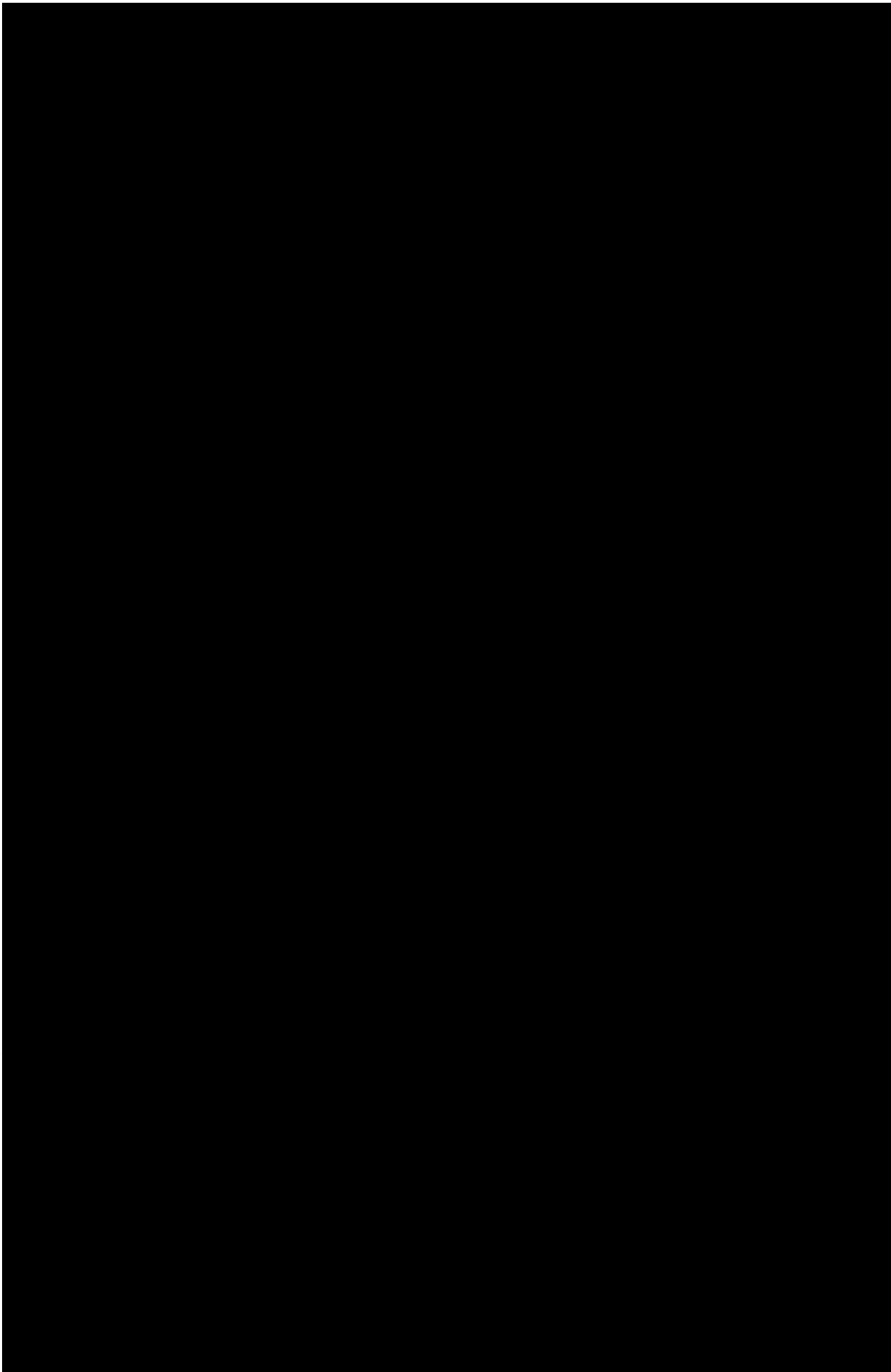


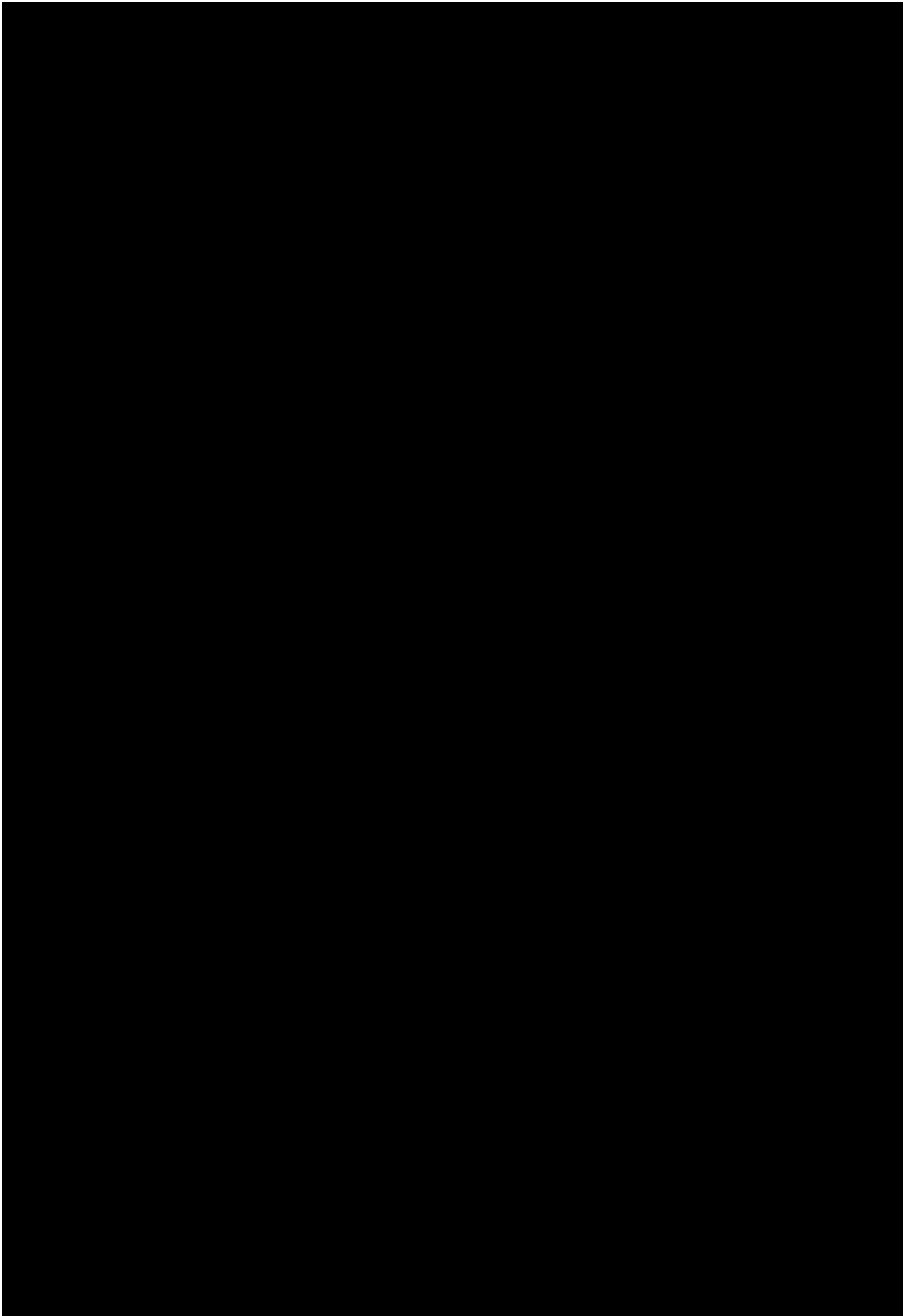


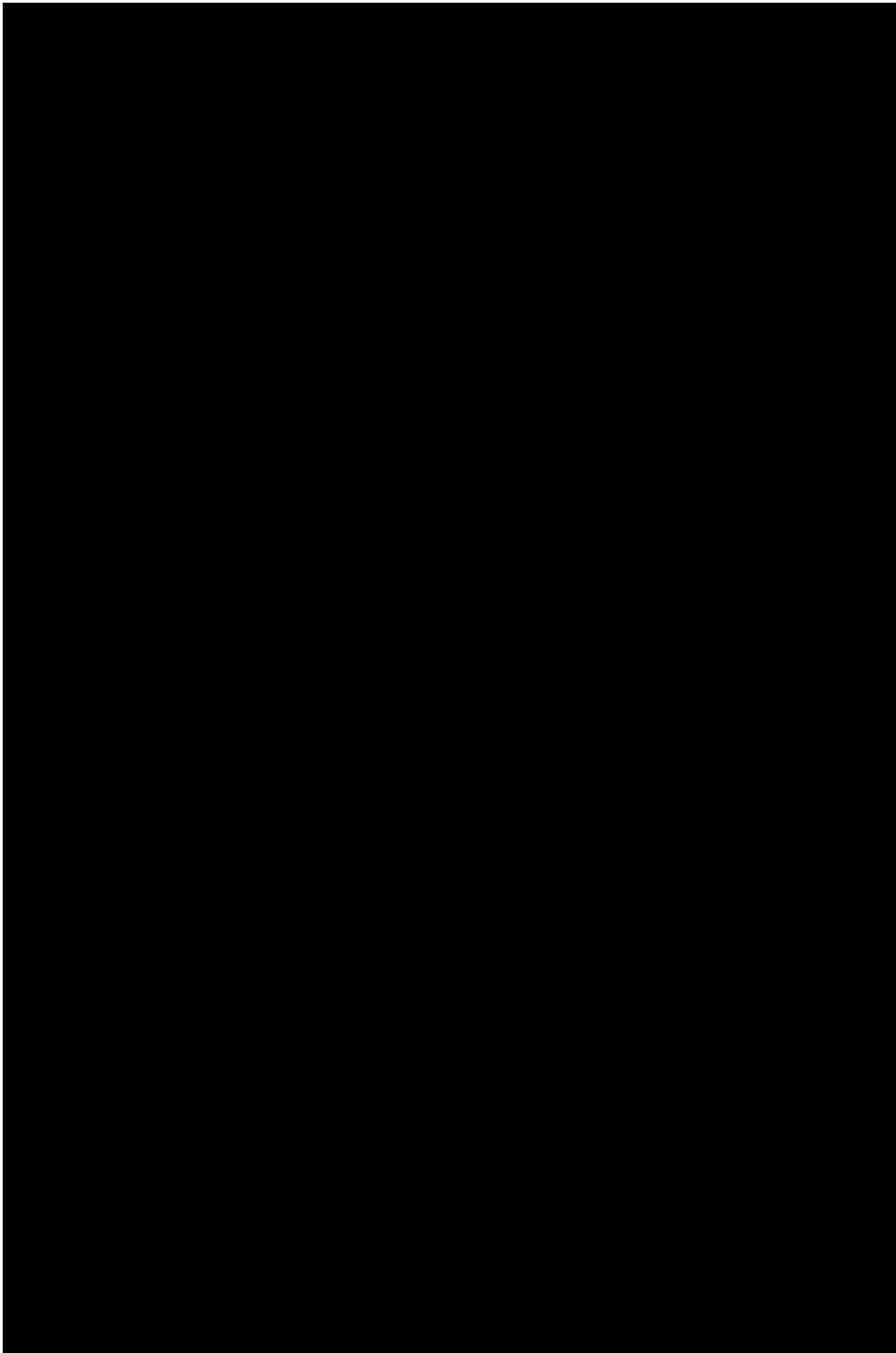


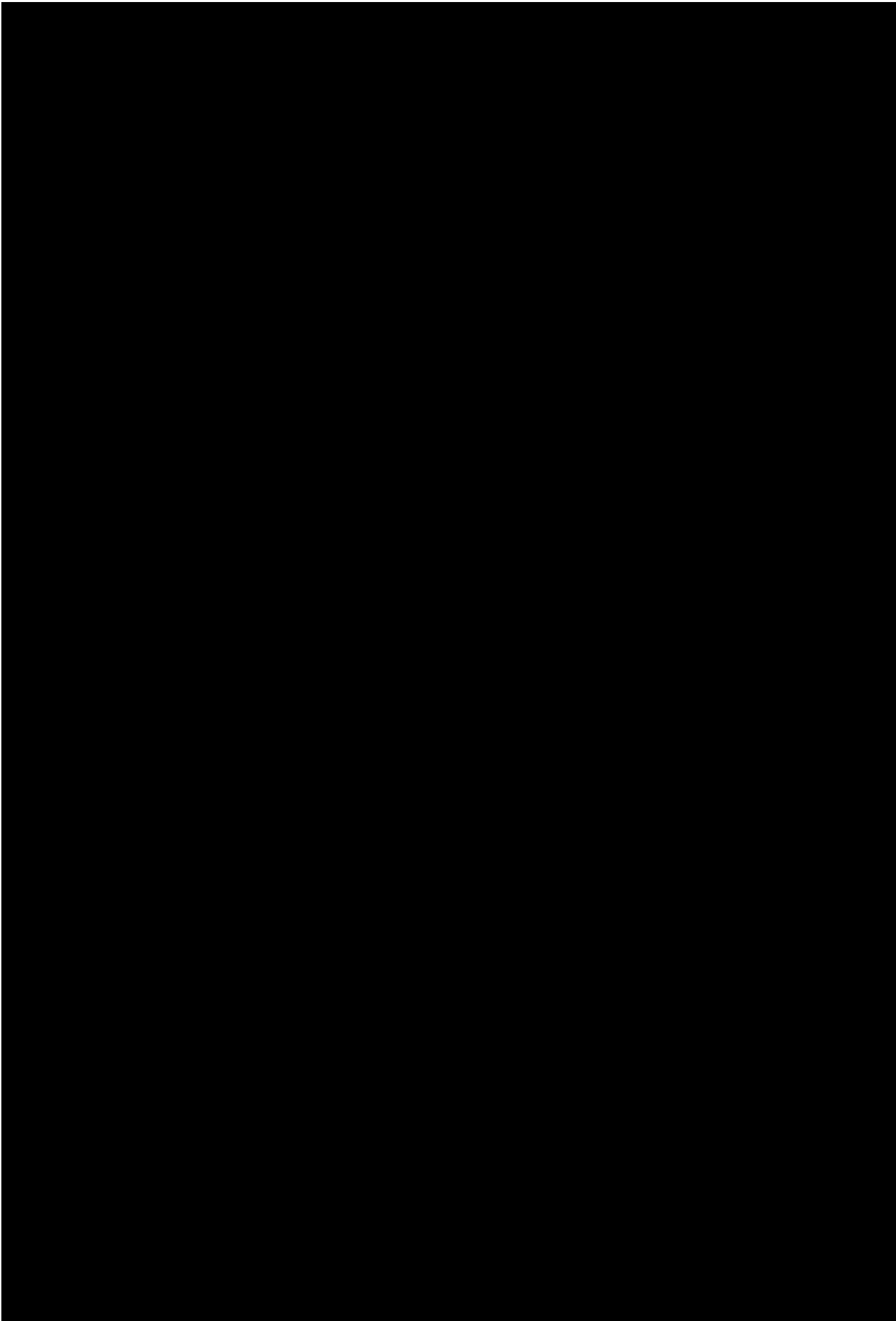


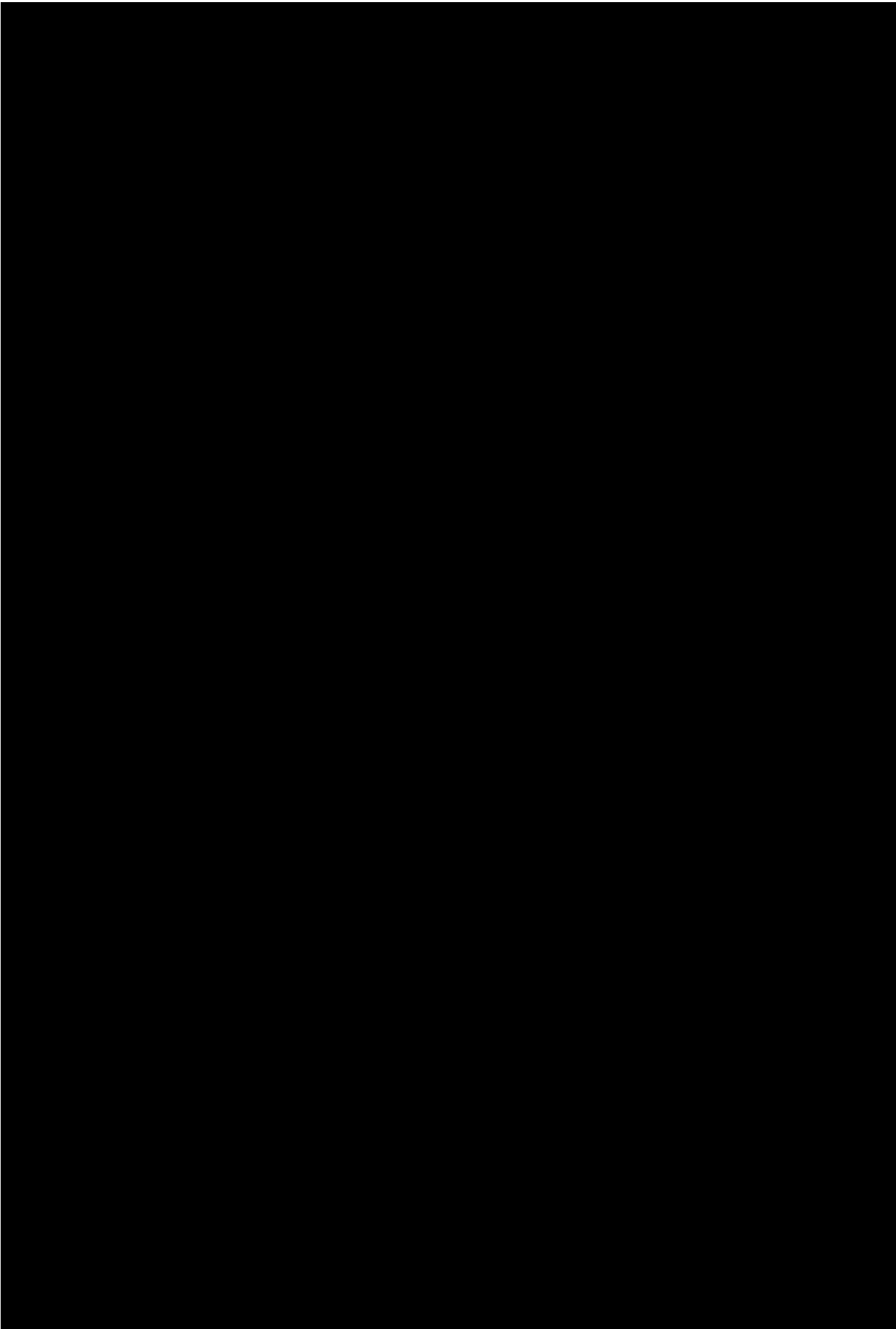


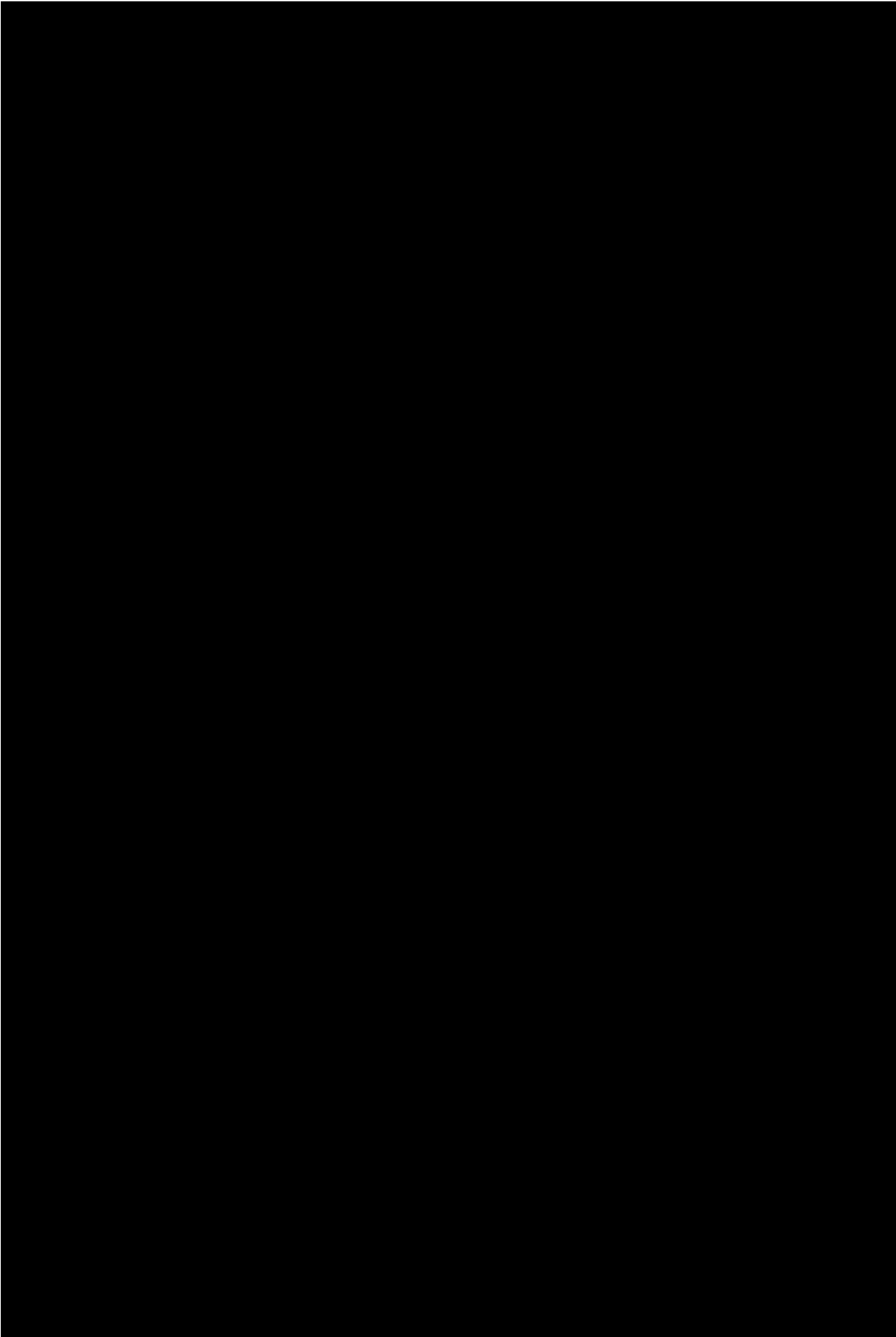


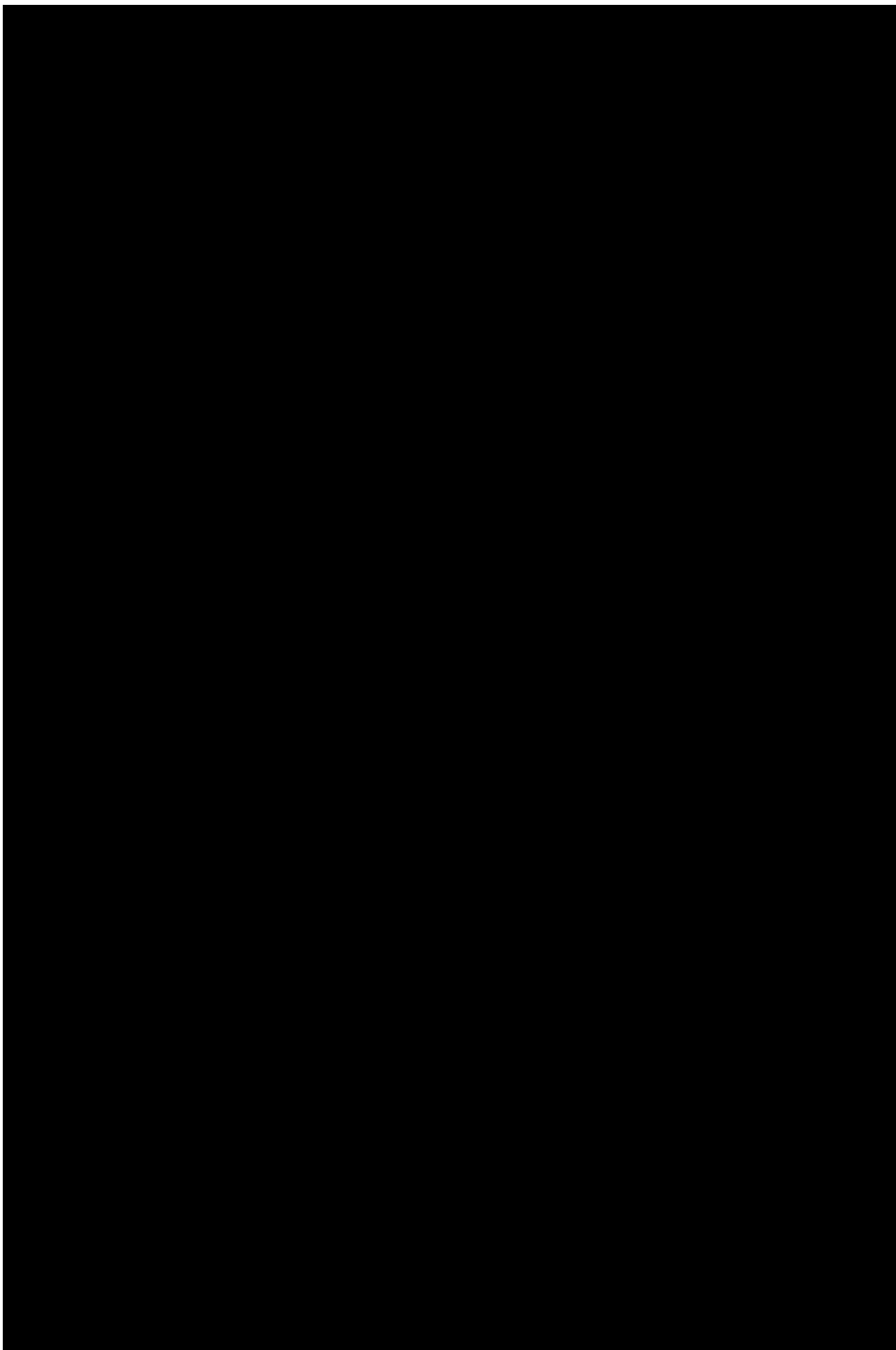


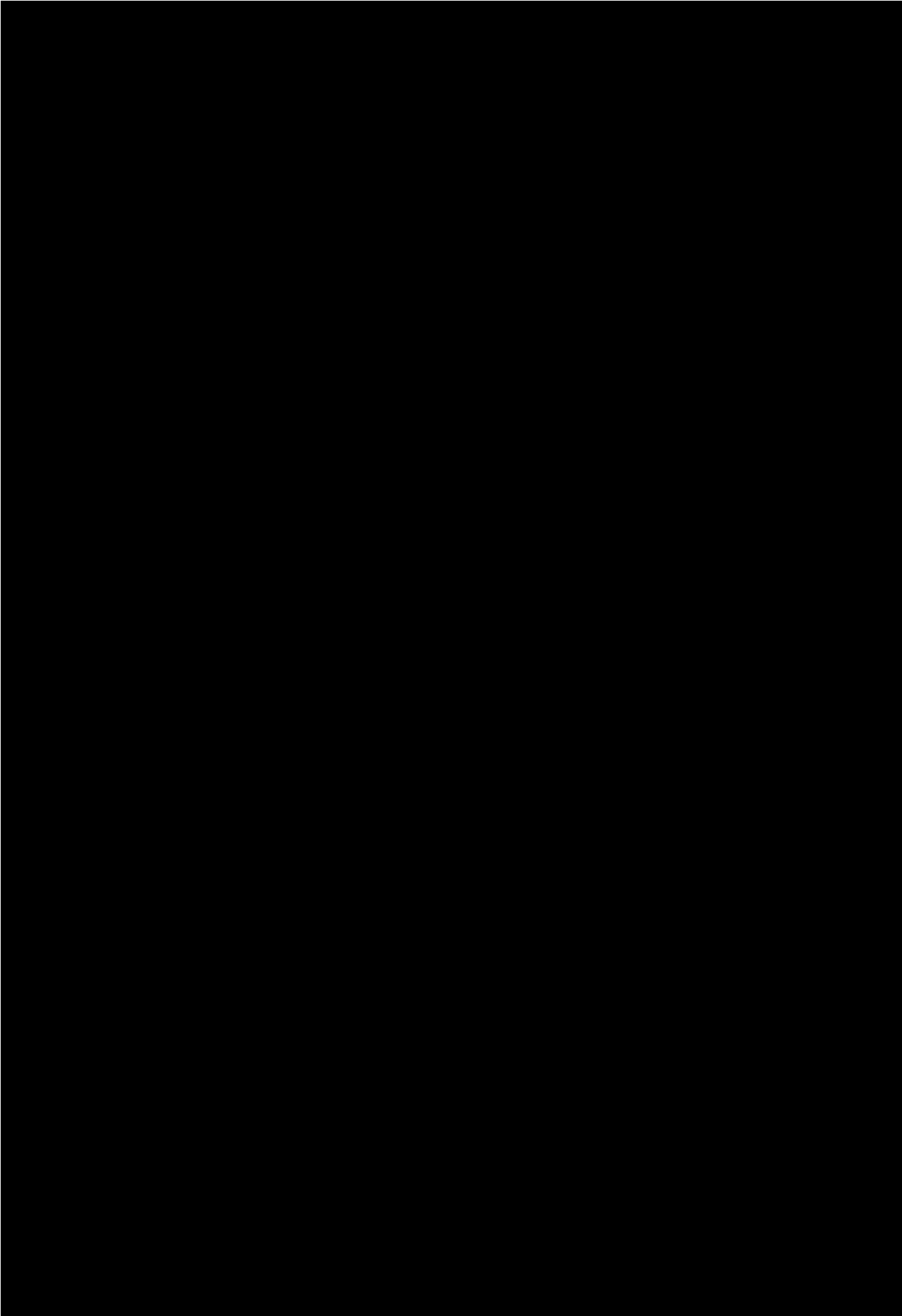


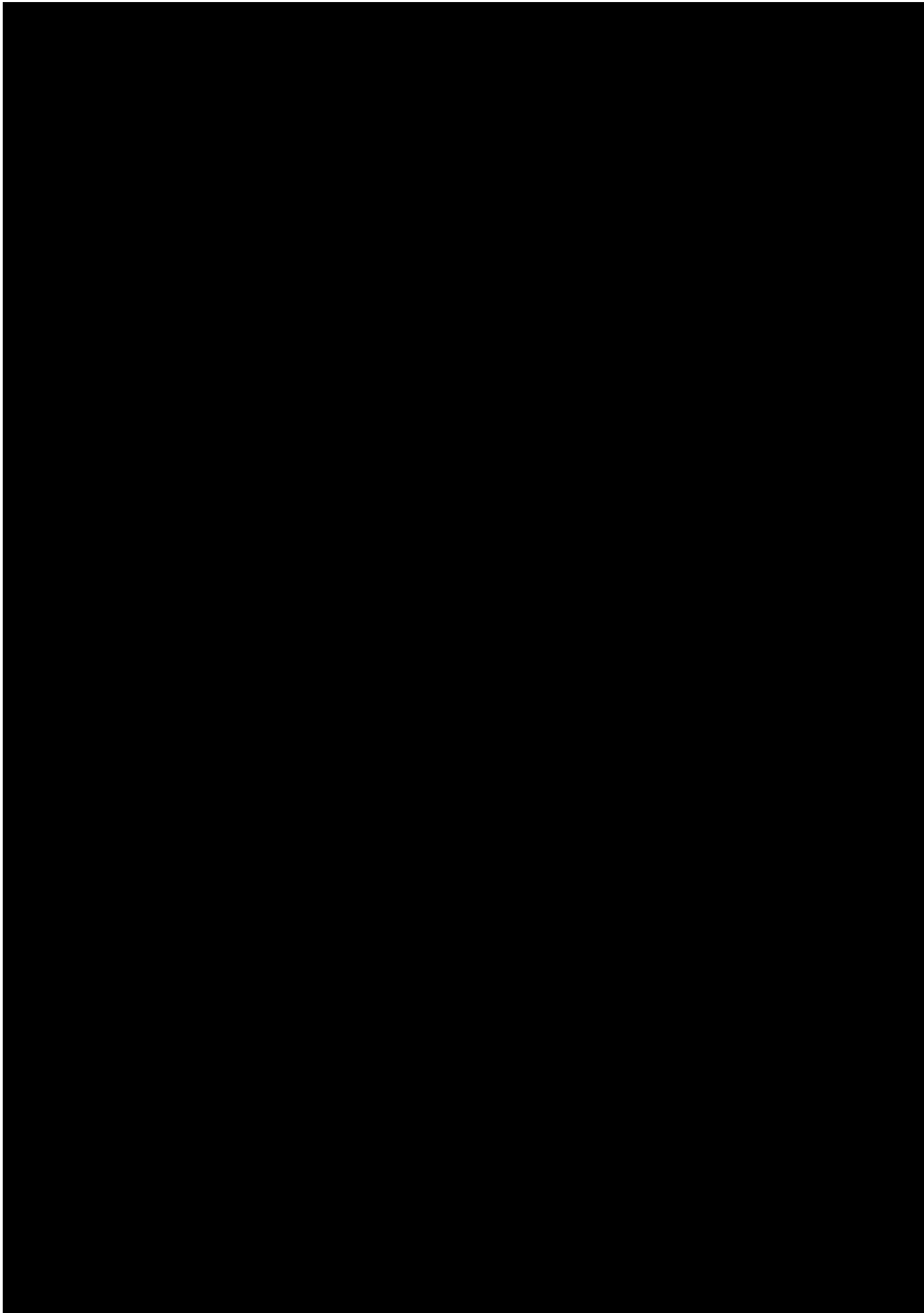


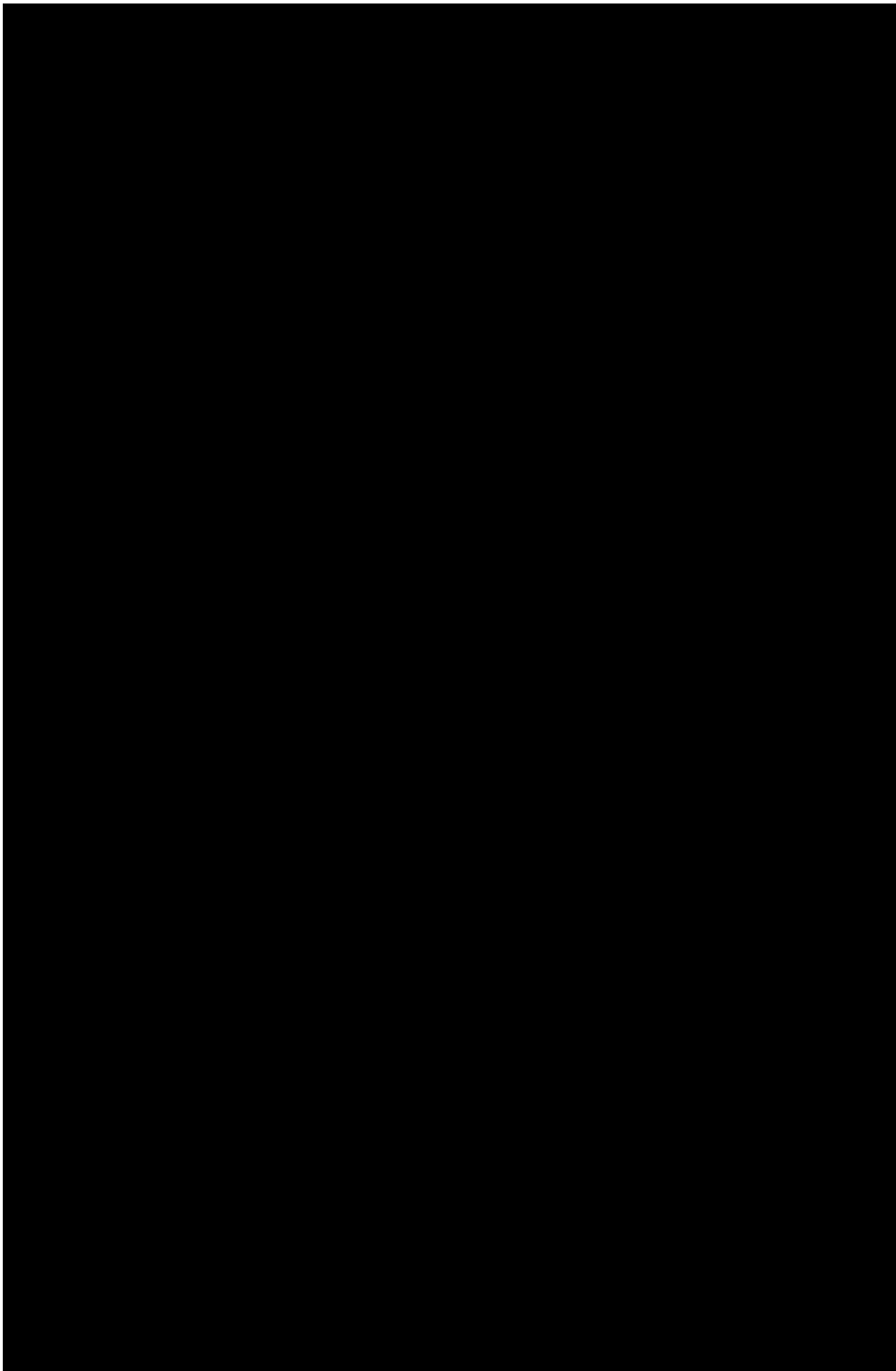


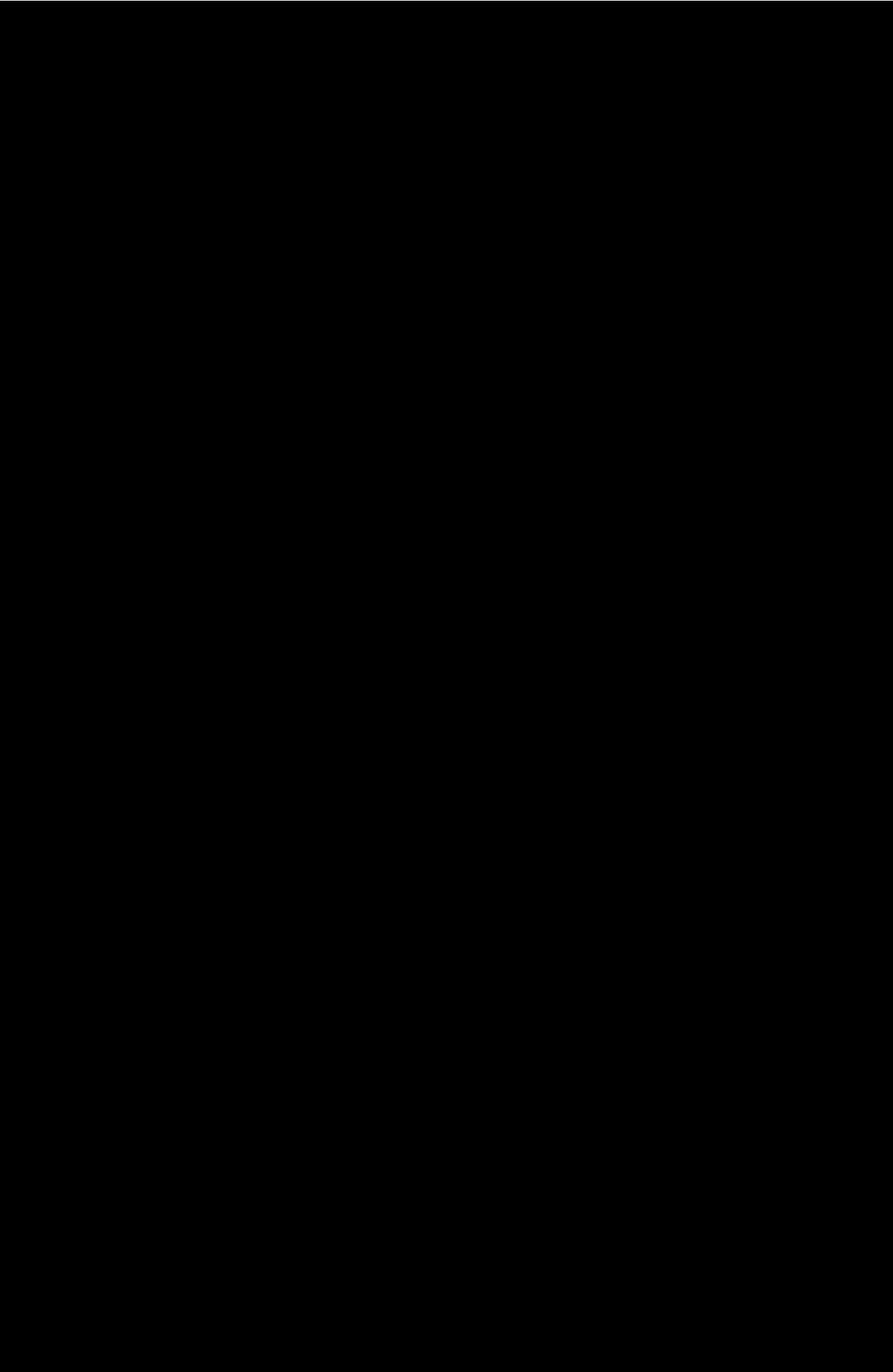


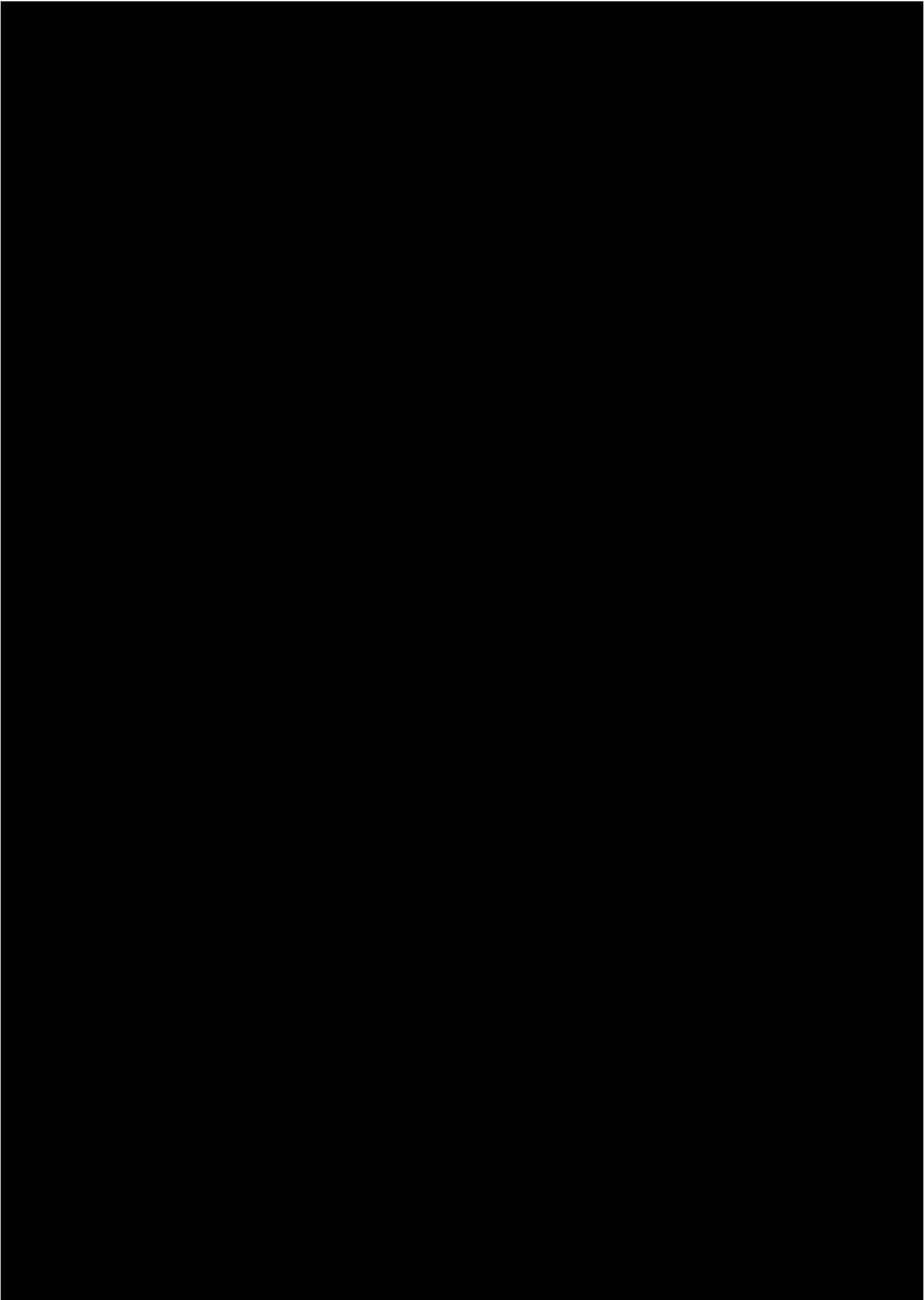


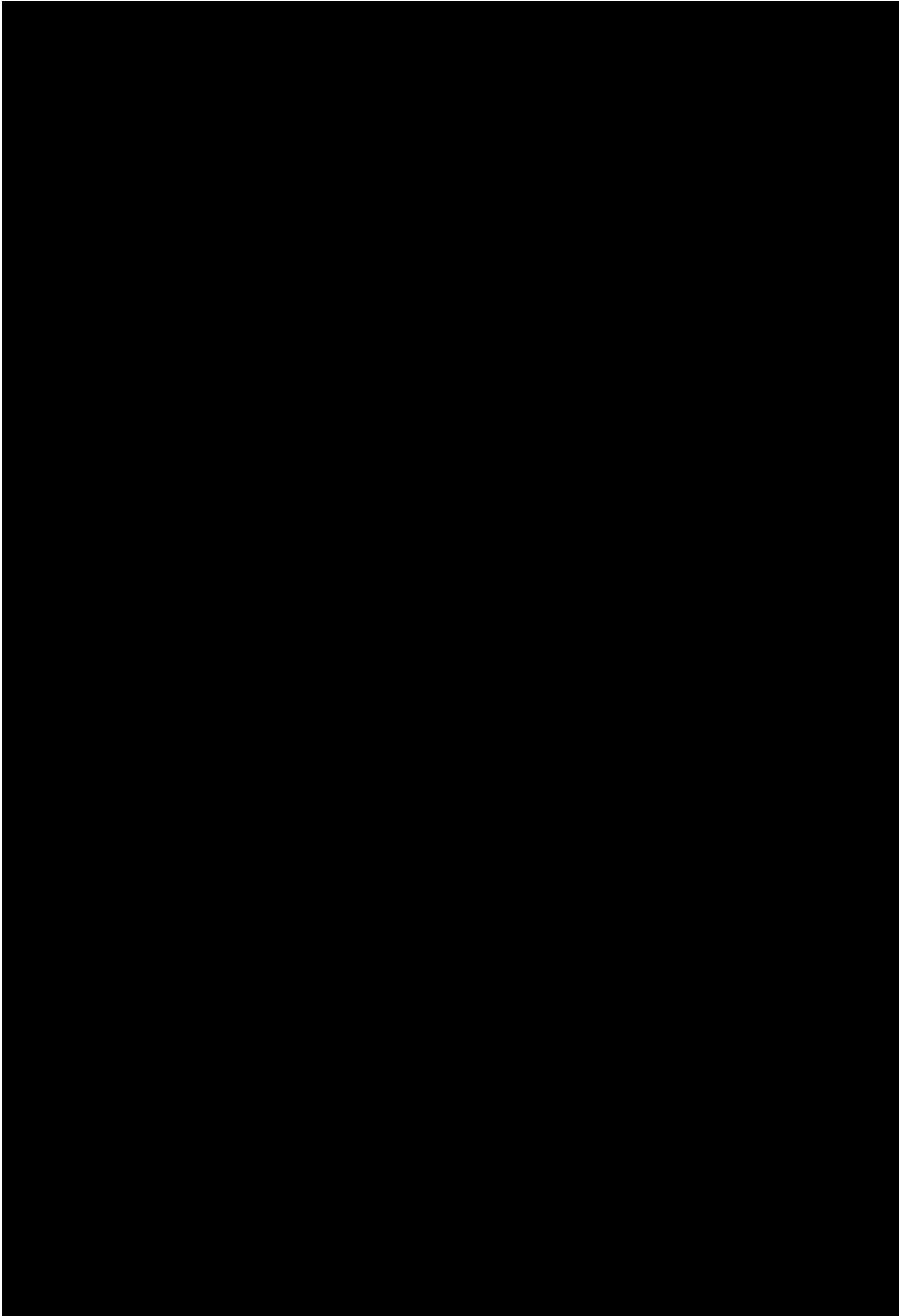


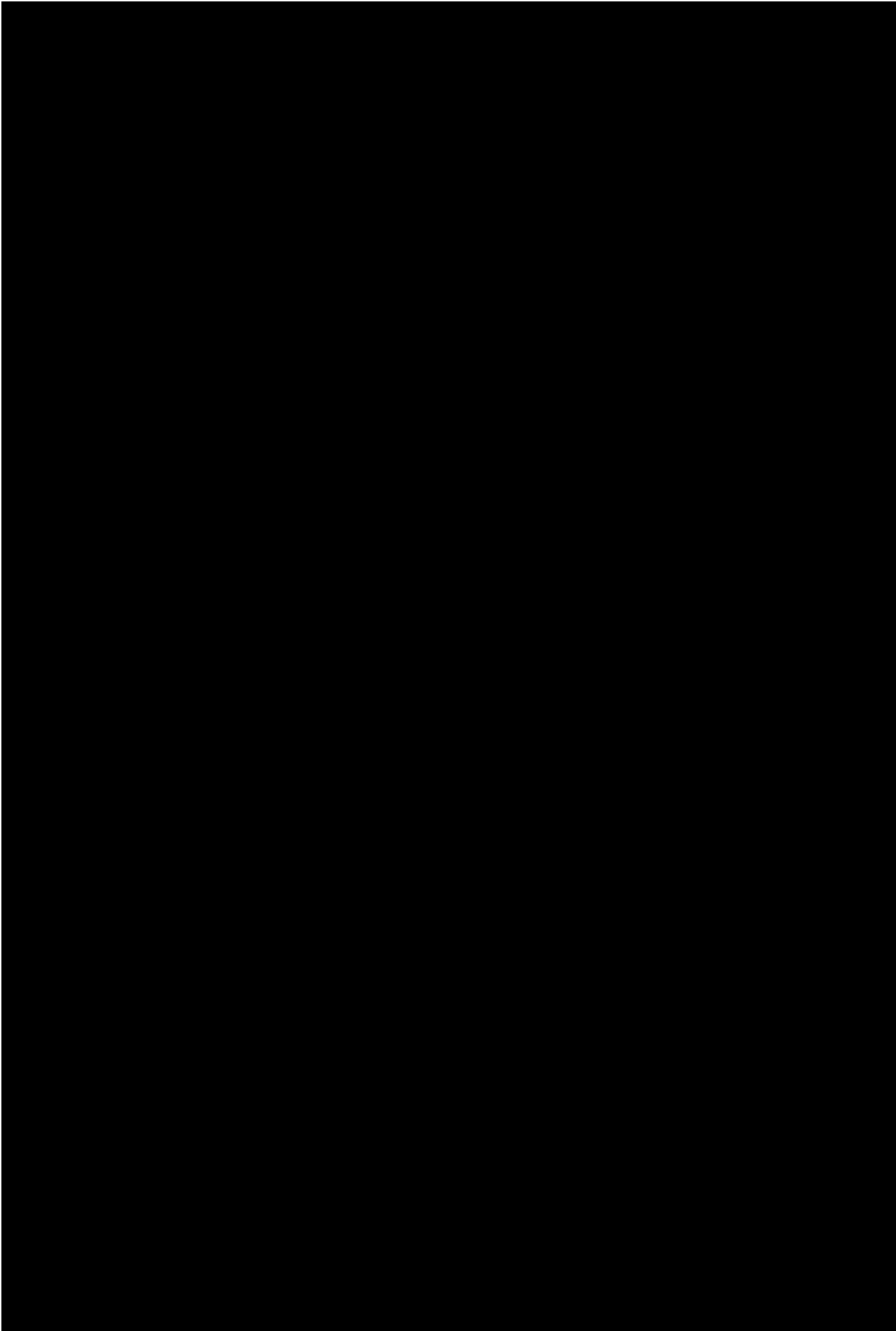












**SCHEDULE A23
ESL Easement Instrument**

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

(Sheet 1 of 2)

Plan: Subdivision of []
Covered by Subdivision Certificate No. []
Dated:

1 Terms of Easement for Pedestrian Access

1.1 Grant

Subject to the conditions in this easement, the Grantor grants to the Grantee and its Authorised Users including members of the public as permitted by the Grantee from time to time the right to pass and repass over the Easement Site (including the stairs, walkway and escalators):

- (a) on foot (but not using rollerblades, skateboards, scooters or similar items or equipment);
- (b) with wheelchairs and other disabled access aids; and
- (c) without animals (but exempting guide dogs or hearing dogs for the visually or hearing impaired) or vehicles

for the purpose of ingress and egress.

1.2 Making Rules

The Grantor may make reasonable rules about the use of the Easement Site by the Grantee and its Authorised Users.

1.3 Prohibitions

The Grantee and its Authorised Users must not obstruct the use of the Lot Burdened.

1.4 Grantor may restrict access

Without limiting the Grantor's rights under clause 1.7, the Grantee and its Authorised Users may not exercise their rights under this easement during any period in which the Grantee agrees with the Grantor to restrict access over the Easement Site.

1.5 Grantor's rights

The Grantor, acting reasonably (and having proper regard to the nature of use or activity carried out on the Lot Burdened), may remove (or refuse entry to) any person entitled to exercise a right under this easement if that person:

- (a) is not adequately clothed;
- (b) is under the influence of alcohol or illegal drugs; or
- (c) behaves in a manner reasonably likely to cause alarm, offence or embarrassment to persons on the Lot Burdened.

1.6 Requirements when exercising rights

When exercising their rights and complying with their obligations under this easement, the Grantee and its Authorised Users must:

Plan: Subdivision of []
Covered by Subdivision Certificate No. []
Dated:

- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (b) not behave in a manner reasonably likely to cause alarm, offence or embarrassment to persons on the Lot Burdened; and
- (c) not soil or leave litter on, or cause excessive noise within the Lot Burdened; and
- (d) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (e) if any damage is caused:
 - (i) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (ii) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (f) comply with any rules about the use of the Easement Site made by the Grantor or a building management statement that affects the Lot Burdened or the Lot Benefited.

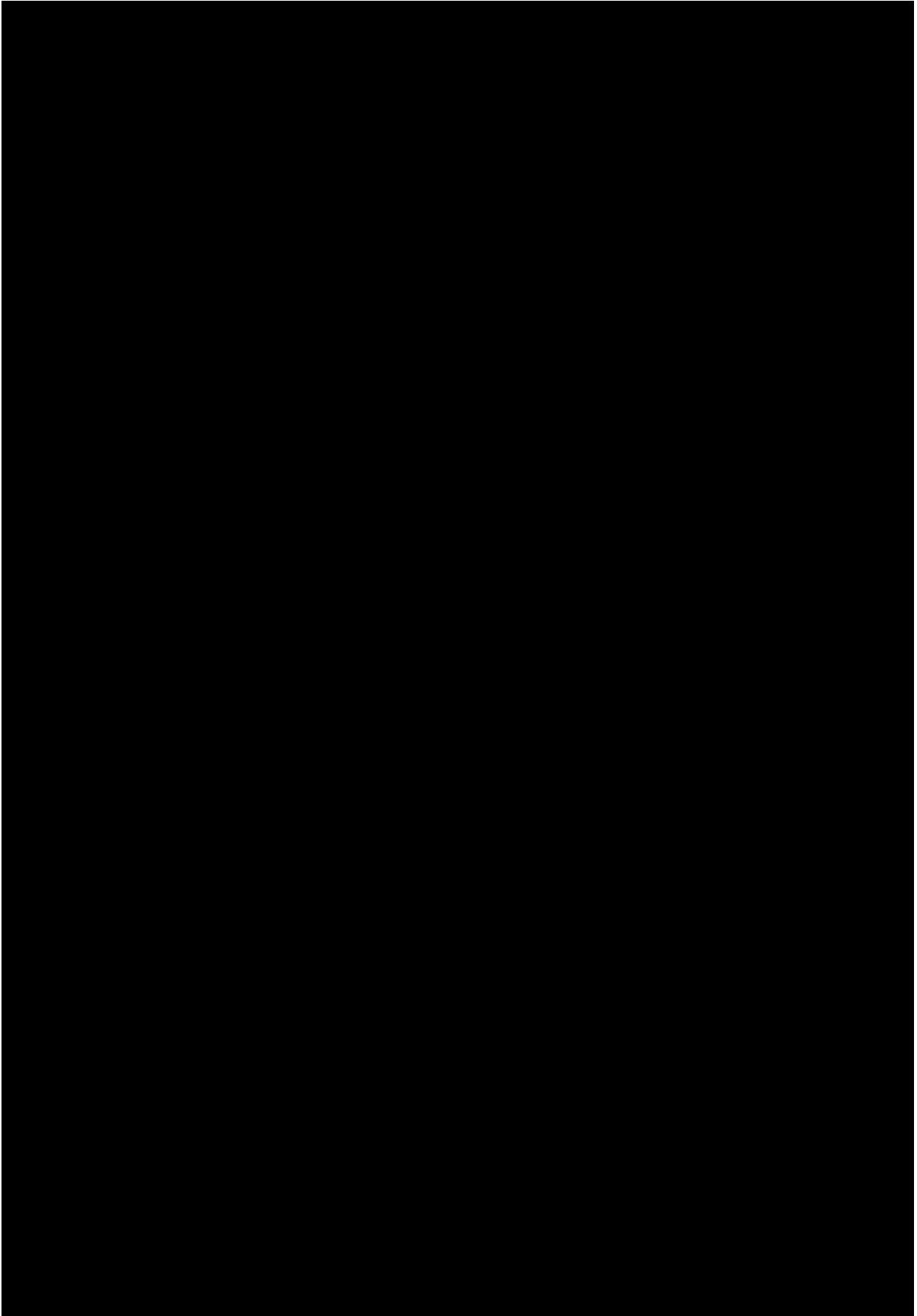
1.7 Conditions

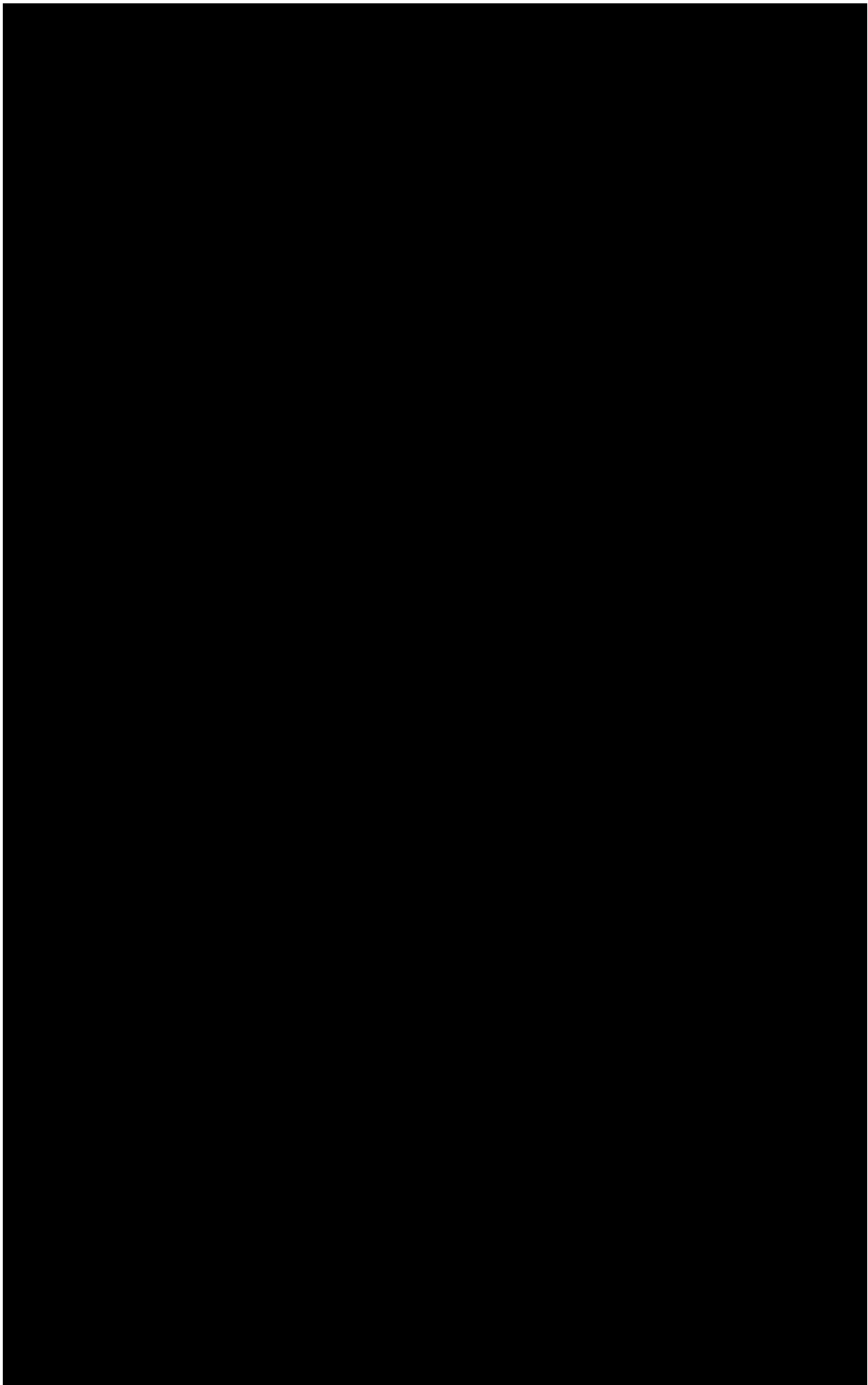
- (a) The Grantor, acting reasonably and after giving not less than 2 days' prior written notice to the Grantor (except in the case of an Emergency Situation when such notice is not required), may temporarily suspend use of the whole or any part of the Easement Site for the time and to the extent necessary, to undertake works to implement measures for security, safety, maintenance and repair of the whole or any part of the Easement Site.
- (b) The Grantor may erect temporary signage or barriers on the Easement Site to restrict temporarily access to the Easement Site by members of the public if it reasonably forms the view that such access is unsafe.
- (c) The Grantor may place outdoor seating, furniture and temporary structures on the Easement Site so long as a pathway of three metres is maintained within the Easement Site.

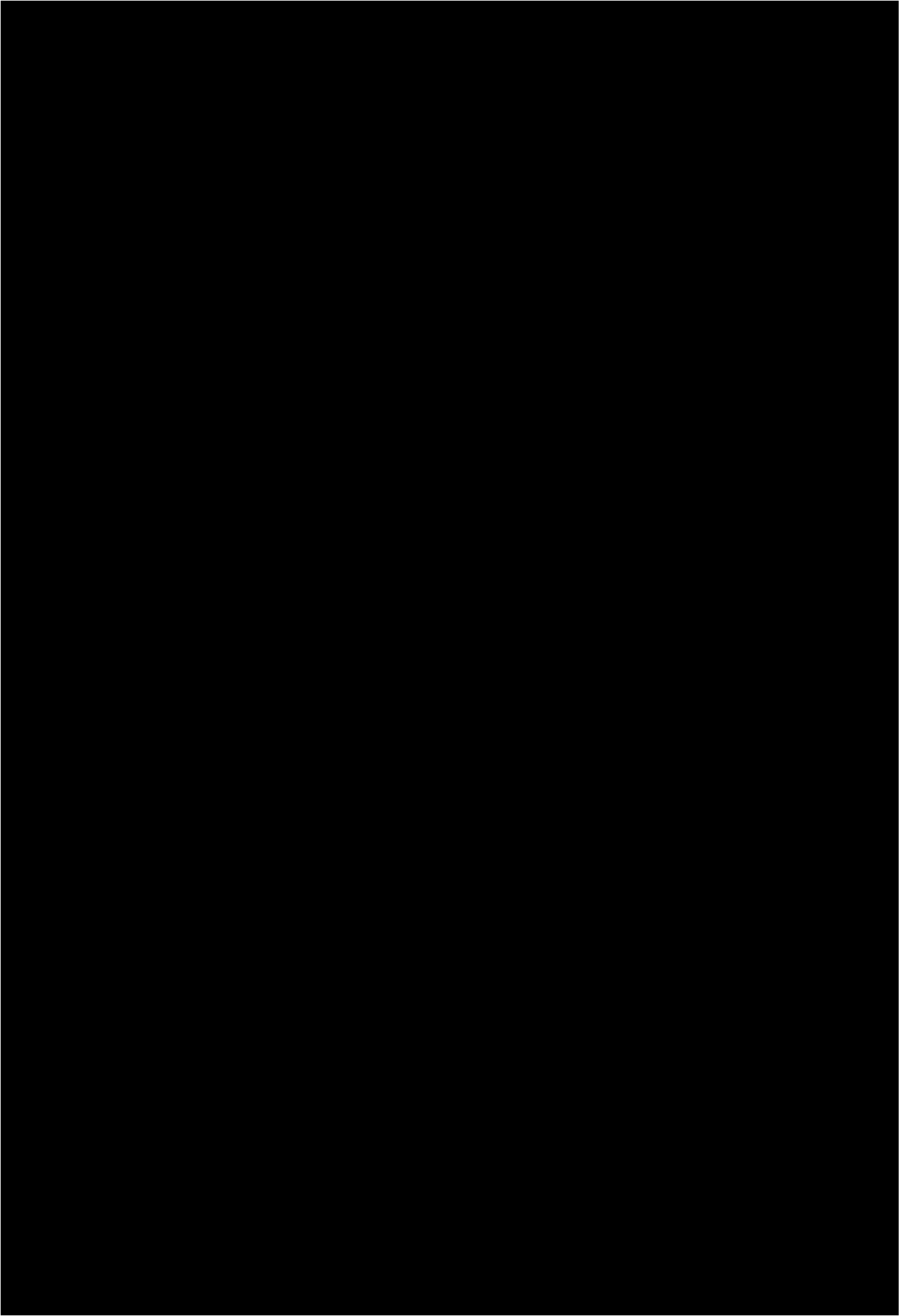
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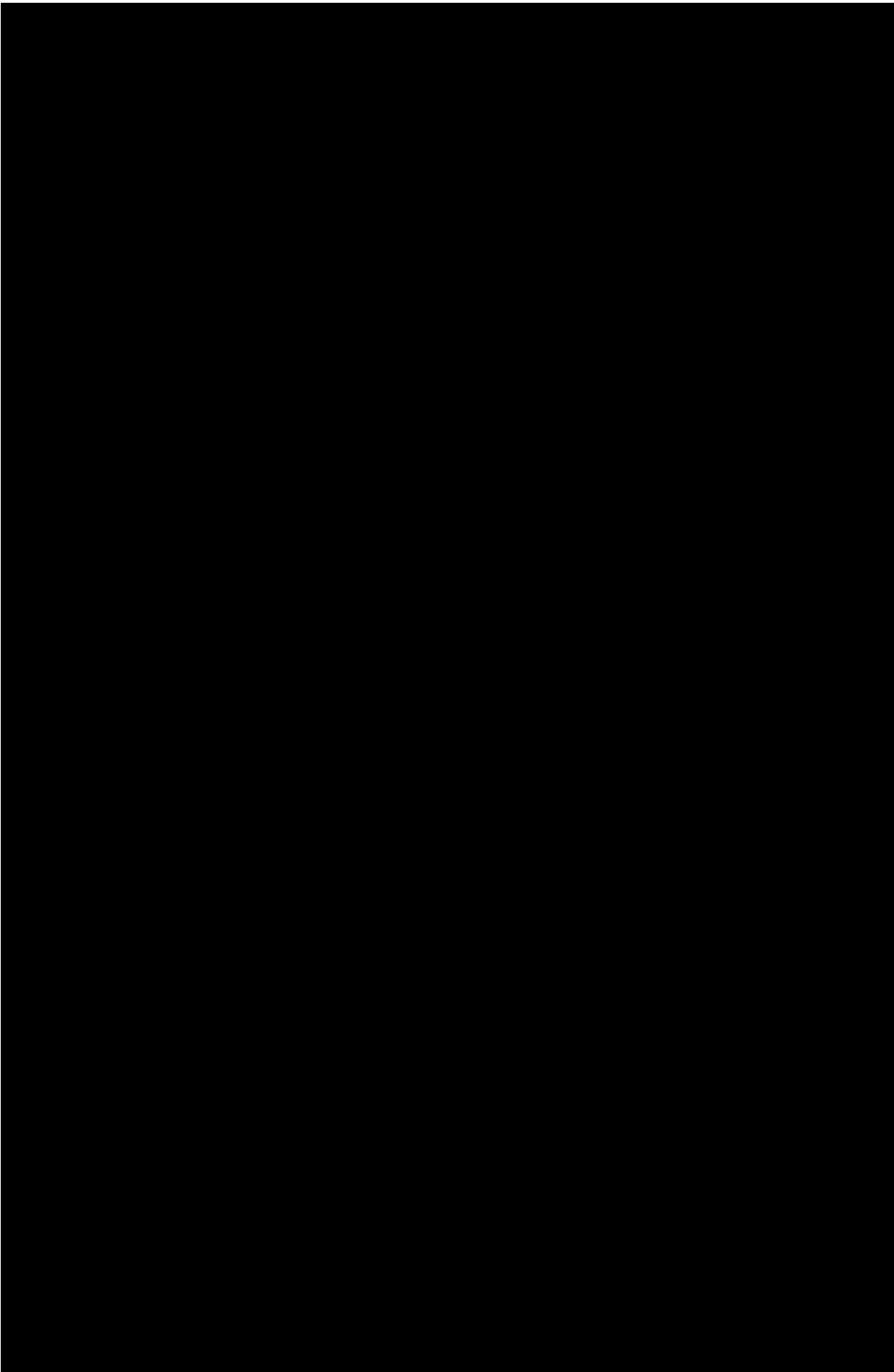
SCHEDULE B1

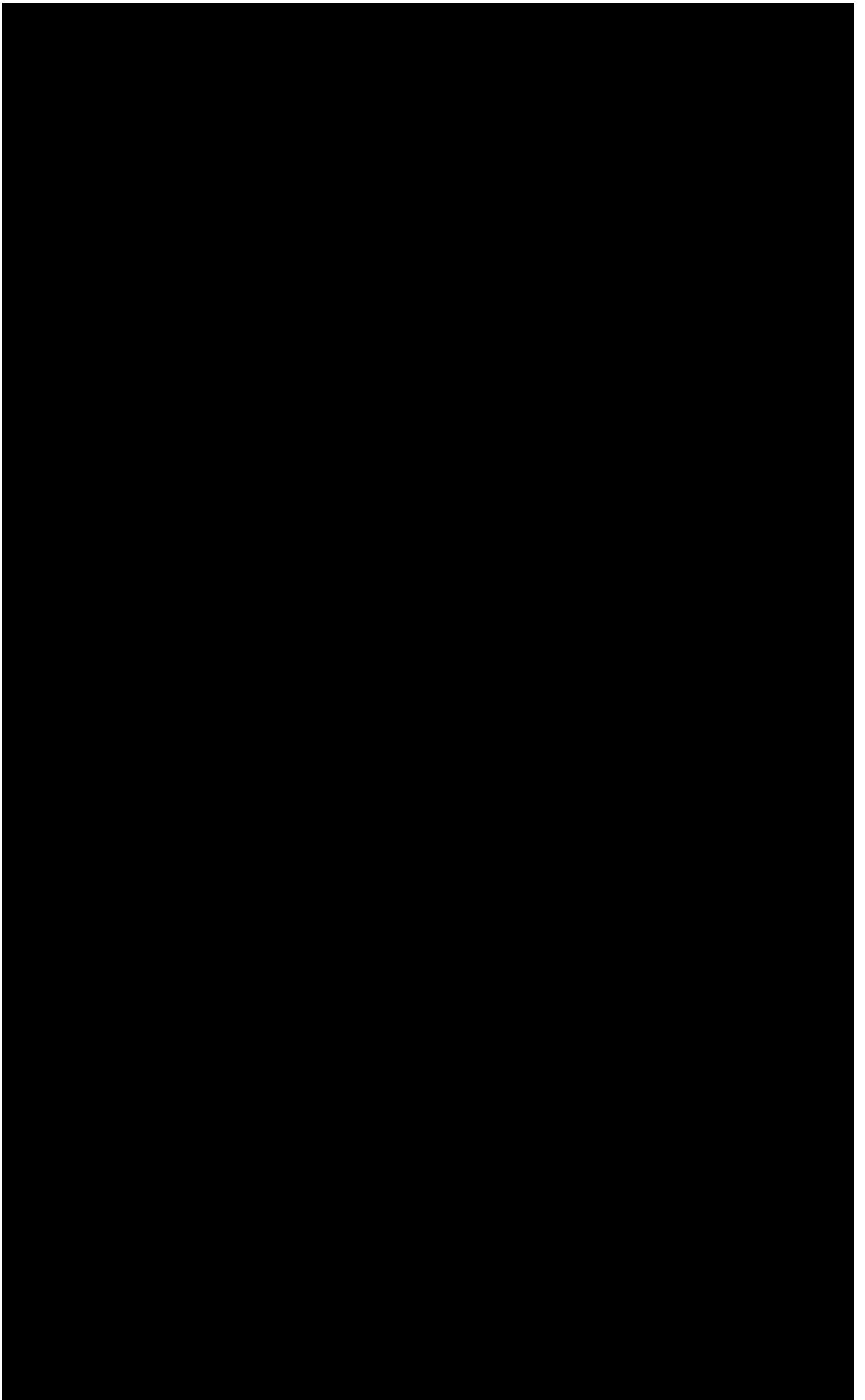
Commercially Sensitive Information

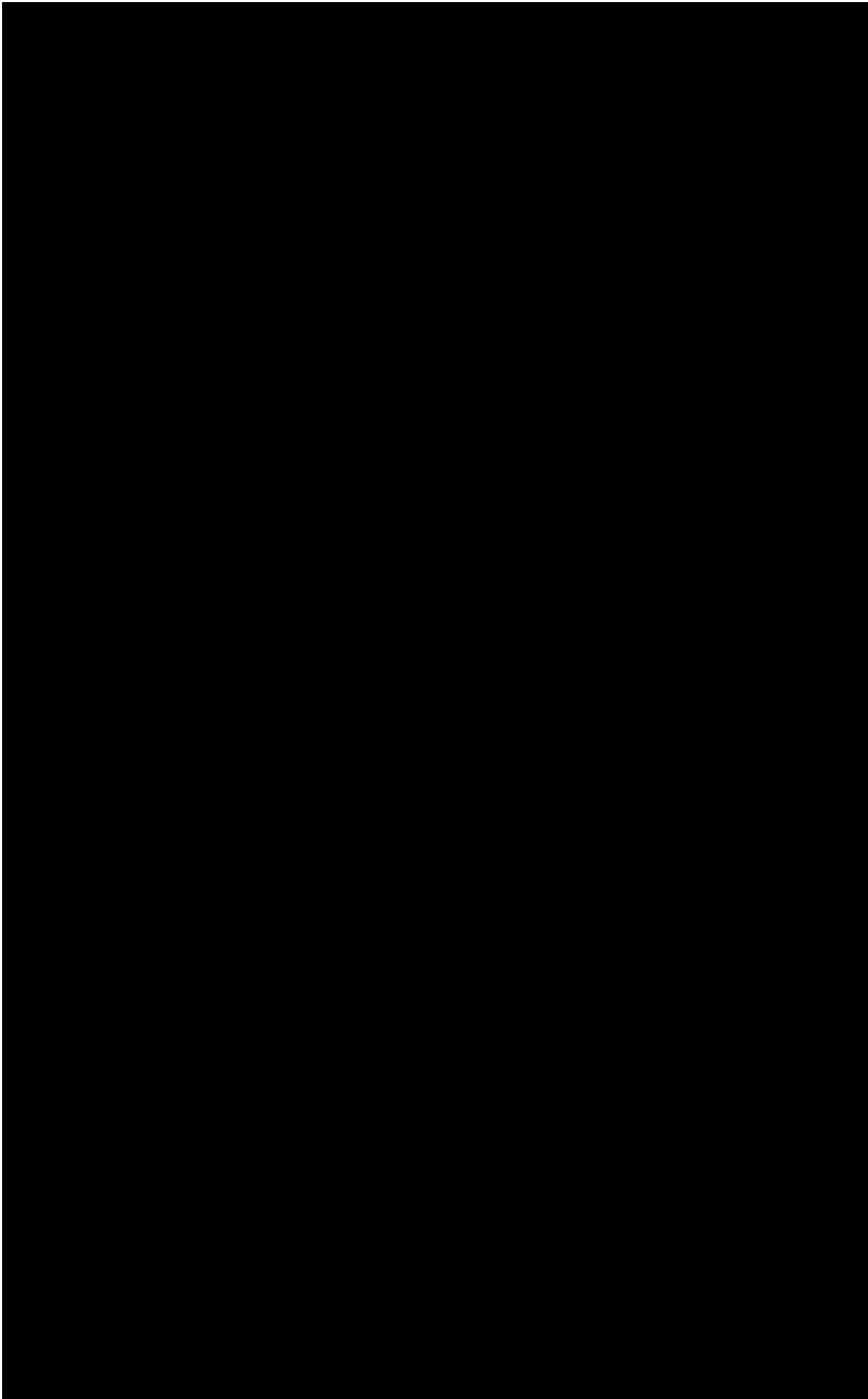


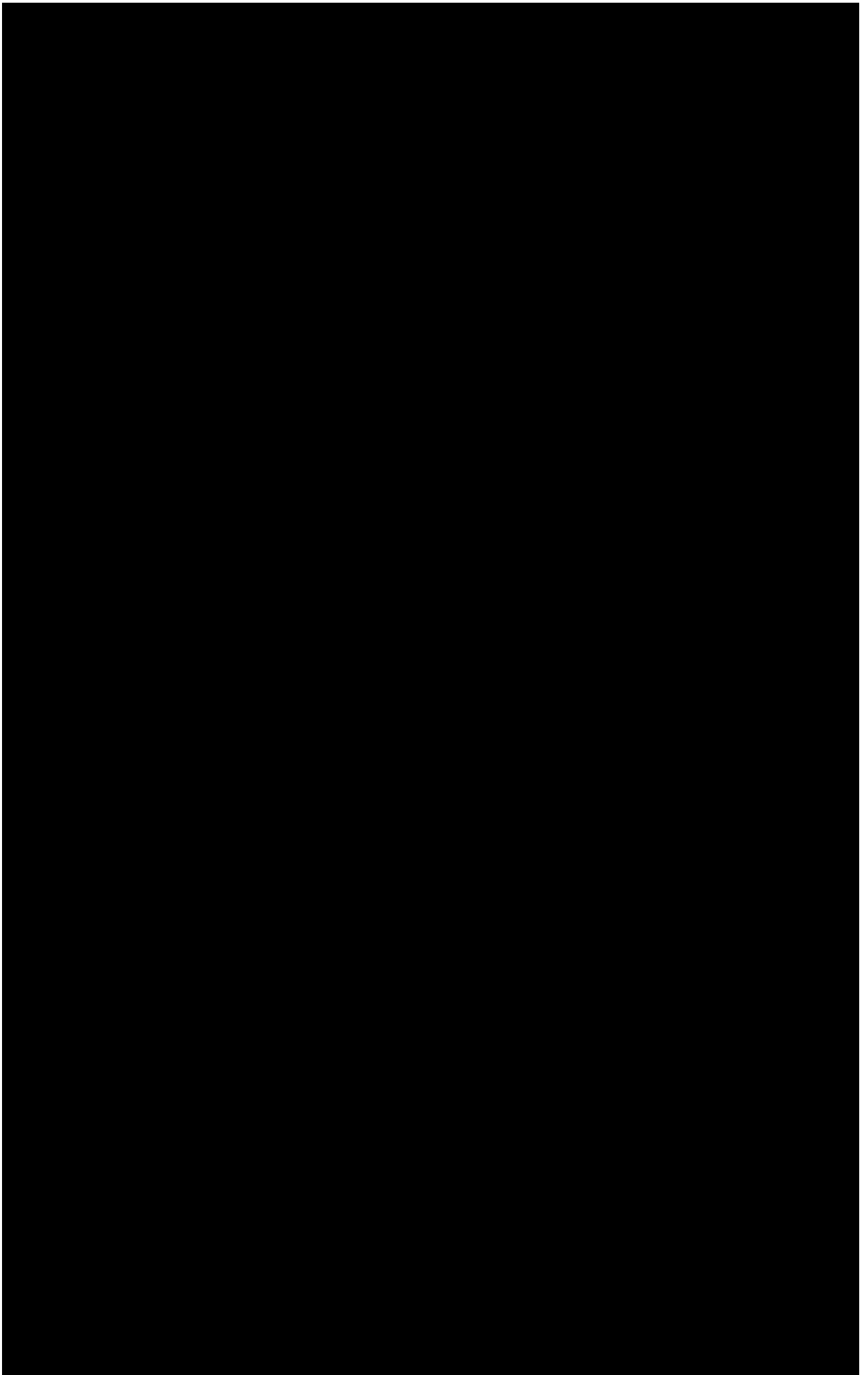


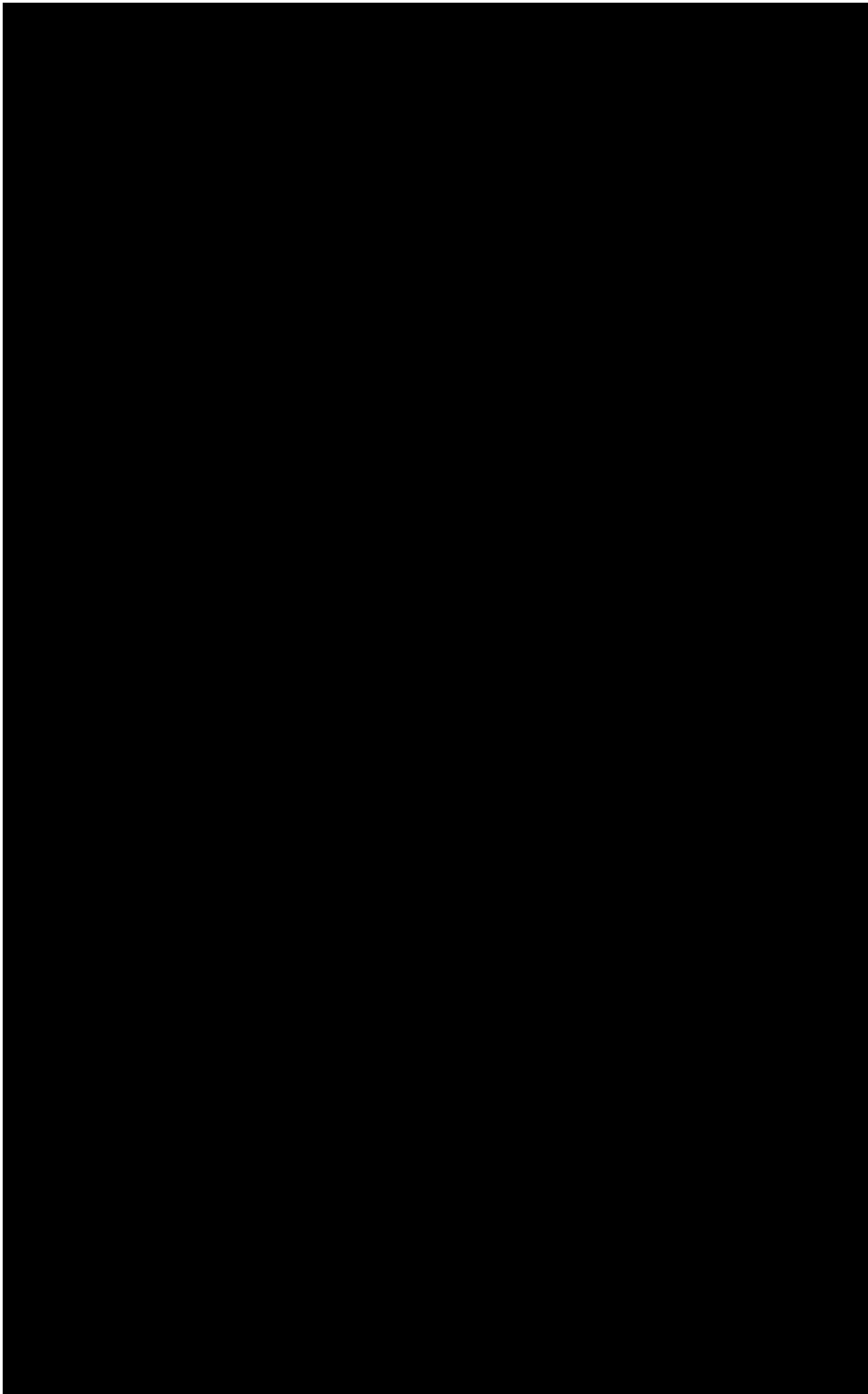


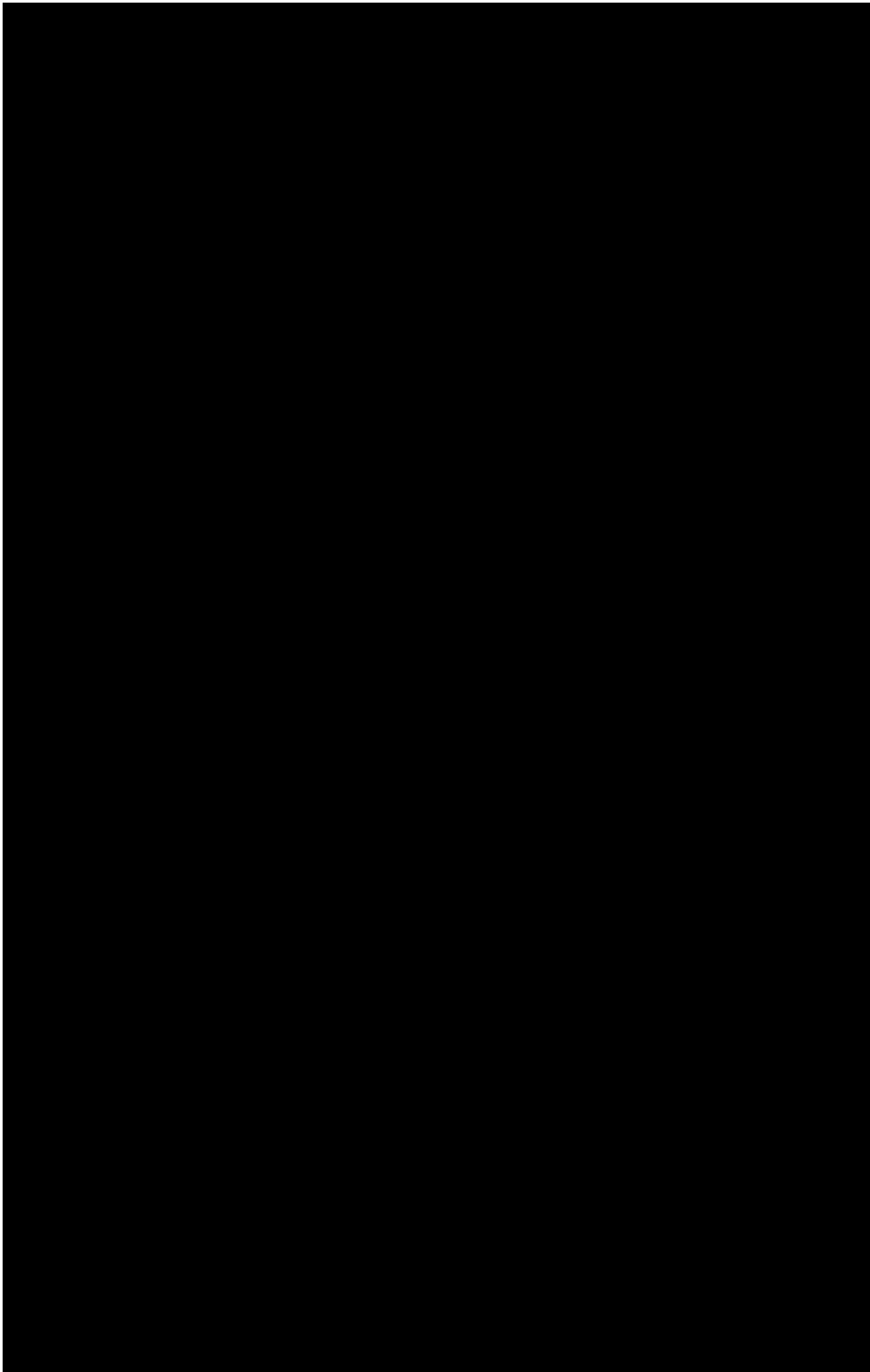


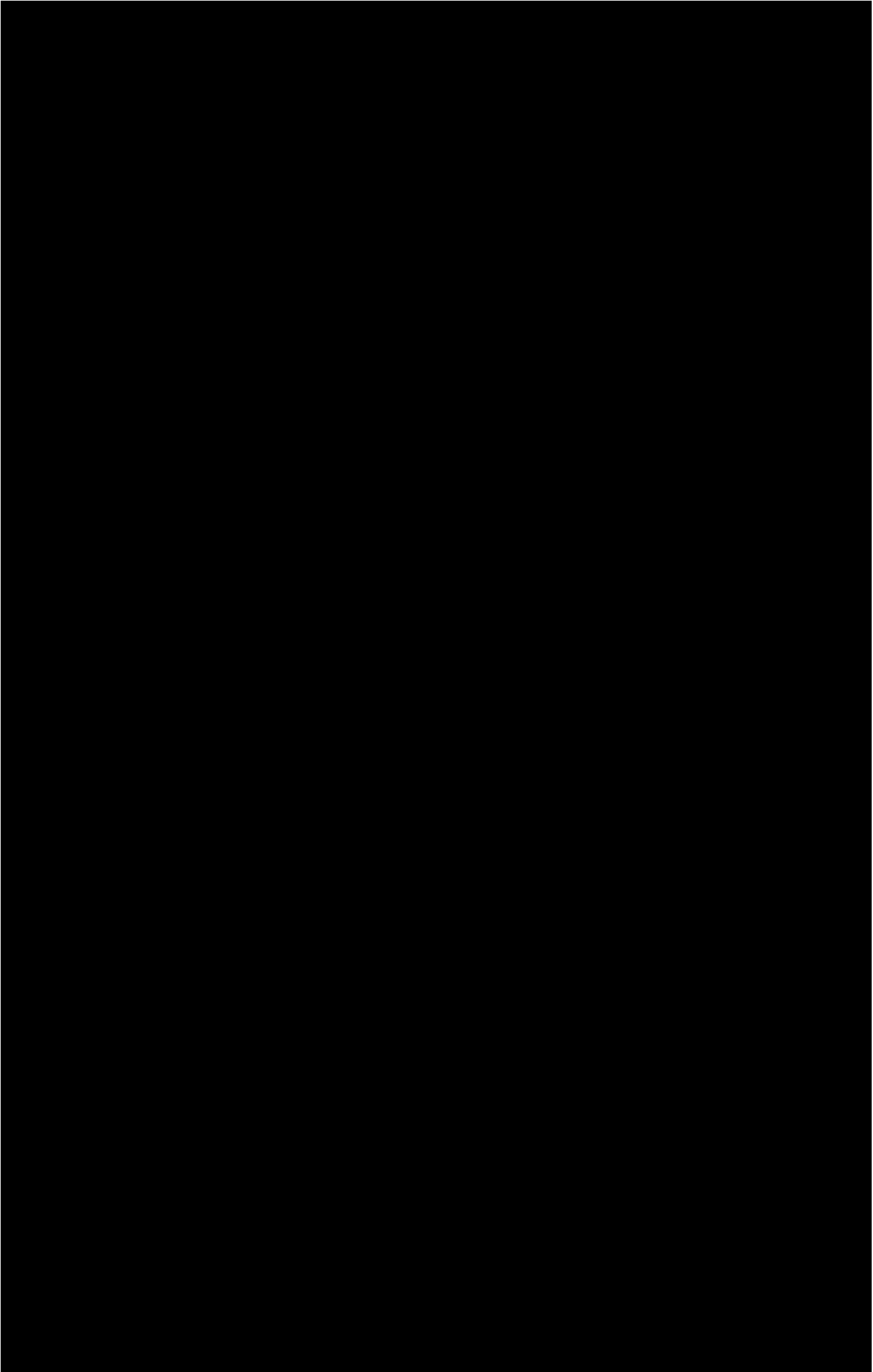


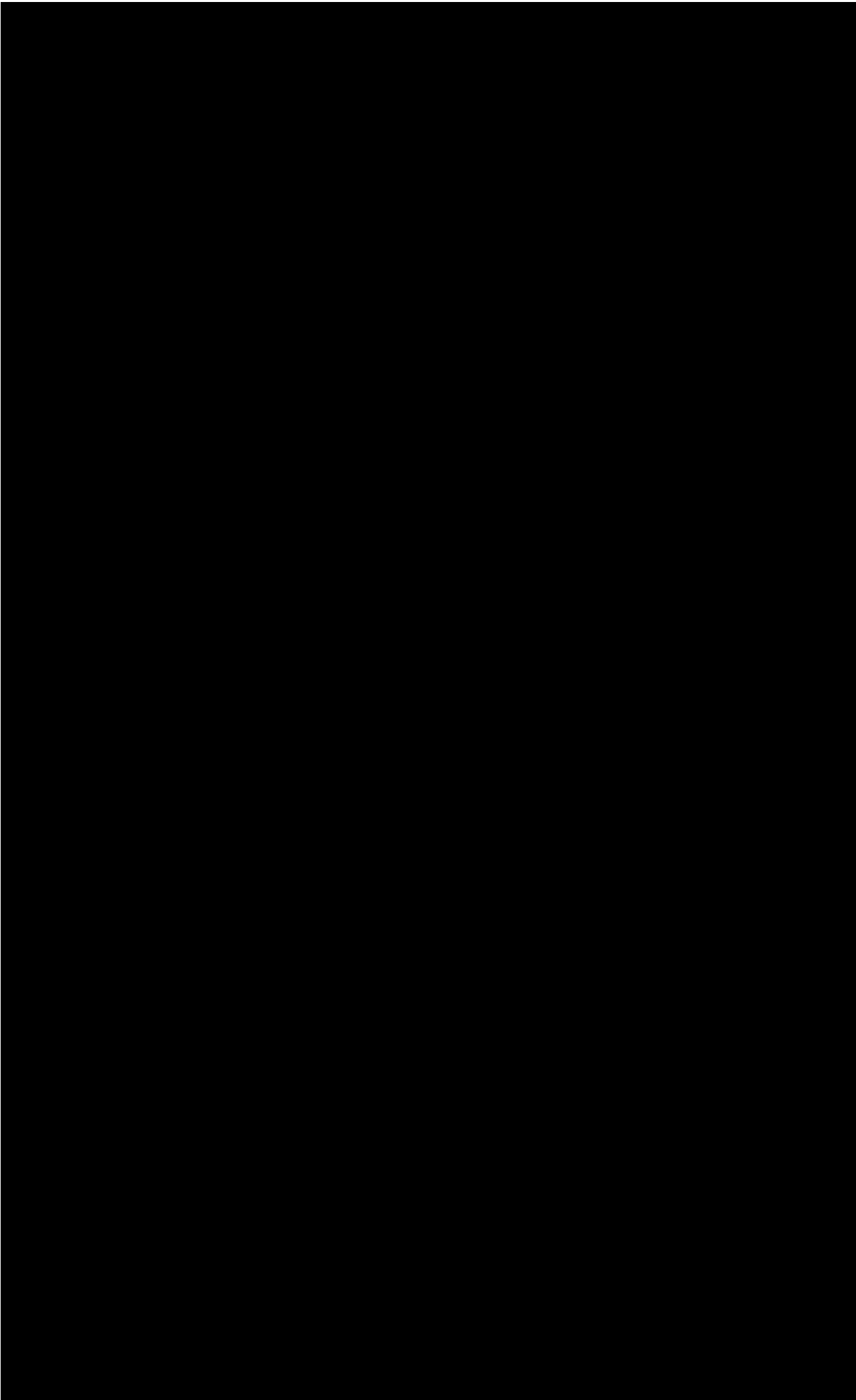


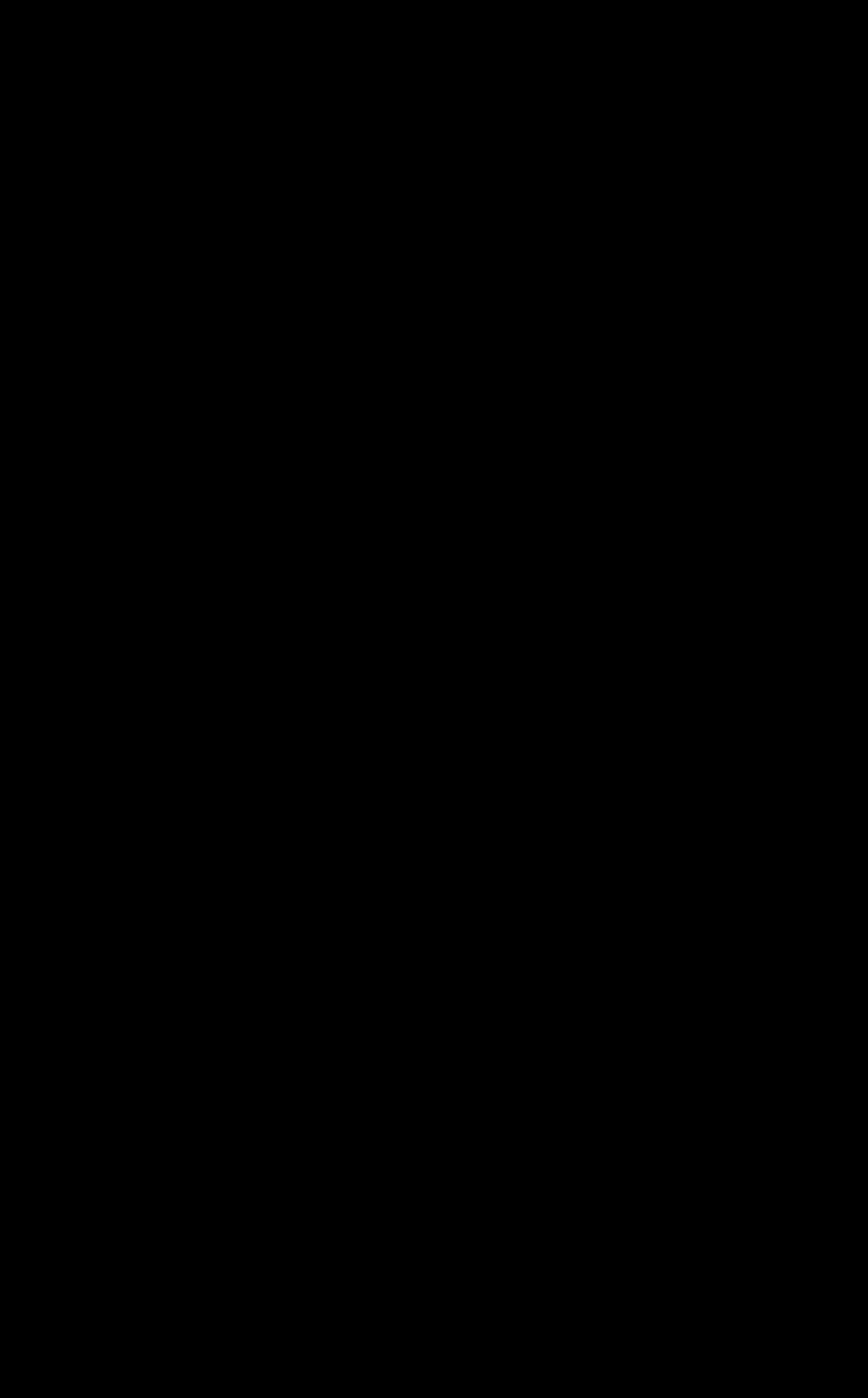


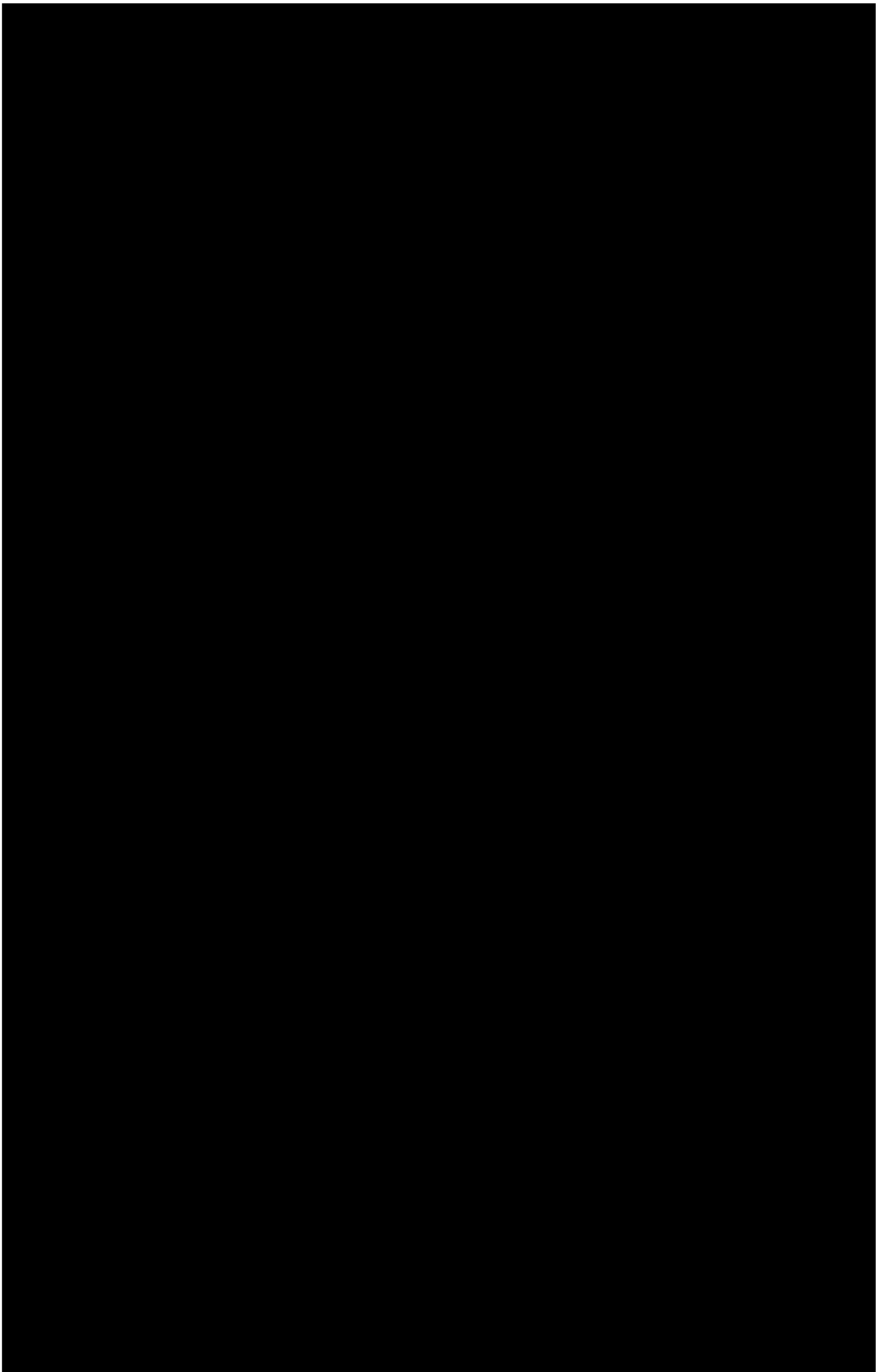












**SCHEDULE B2
Macquarie's Certificate – Construction Completion**

To: Principal's Representative and the Independent Certifier

From: Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**)

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie on or about [*insert*] (**SDD**). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 27.1(d) of the SDD, we hereby certify that Construction Completion of Portion [*insert number*] has been achieved by Macquarie on [*insert date*] in accordance with the terms and conditions of the SDD.

.....
[*insert name*]

Signed for and on behalf of Macquarie Group Limited

SCHEDULE B3
Quality Manager's Certificate – Construction Completion

To: Principal's Representative
From: *[insert name]* (Quality Manager)

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**) on or about *[insert]* (**SDD**). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 22.2(c)(iii) of the SDD, I hereby certify in relation to Portion *[insert number]* that:

- (a) Macquarie has complied with and satisfied the requirements of section 5.5 of the SWTC;
- (b) Macquarie has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 20.11(a) of the SDD, subject to Minor Defects, Agreed Defects and Accepted Defects;
- (c) the release of all Hold Points has been undertaken in accordance with the SDD; and
- (d) all documentation has been recorded and submitted to the Independent Certifier and the Principal's Representative in accordance with the SDD.

.....

Signed by [Quality Manager]

**SCHEDULE B4
Notice of Construction Completion**

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[insert date]

Sydney Metro (ABN 12 354 063 515) (**Principal**)
Level 43, 680 George Street
Sydney NSW 2000

Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**)
Level 6, 50 Martin Place
Sydney NSW 2000

Dear **[insert name]**

**NOTICE OF CONSTRUCTION COMPLETION
Sydney Metro City & Southwest
Martin Place Metro Station Project: Station Delivery Deed
Project Works - Portion [insert number]**

This Notice of Construction Completion is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between the Principal and Macquarie on or about **[insert]** (**SDD**). Words defined in the SDD have the same meaning in this notice.

In accordance with clause 27.1(e)(i)(A) of the SDD, the Independent Certifier confirms that Construction Completion of Portion **[insert number]** has been achieved. The Date of Construction Completion of Portion **[insert number]** is **[insert date]**.

A list of Minor Defects, Agreed Defects and Accepted Defects is **attached**.

This Notice of Construction Completion does not relieve Macquarie of its obligation to correct Defects (including Minor Defects and Agreed Defects listed in this notice) under clause 30 of the SDD and to complete any other outstanding obligations under the SDD.

Yours sincerely

.....

Signed for and on behalf of [Independent Certifier]

Attachment – List of Minor Defects, Agreed Defects and Accepted Defects

No. Minor Defects	
No. Agreed Defects	
No. Accepted Defects	

**SCHEDULE B5
Notice of Milestone Achievement**

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[insert date]

Sydney Metro (ABN 12 354 063 515) (**Principal**)
Level 43, 680 George Street
Sydney NSW 2000

Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**)
Level 6, 50 Martin Place
Sydney NSW 2000

Dear [insert name]

**NOTICE OF MILESTONE ACHIEVEMENT
Sydney Metro City & Southwest
Martin Place Metro Station Project: Station Delivery Deed
Project Works - Milestone [insert number]**

This Notice of Milestone Achievement is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between the Principal and Macquarie on or about [insert] (**SDD**). Words defined in the SDD have the same meaning in this notice.

In accordance with clause 25.1(e)(i) of the SDD, the Independent Certifier confirms that Milestone Achievement of Milestone [insert number] has been achieved. The Date of Milestone Achievement of Milestone [insert number] is [insert date].

Yours sincerely

.....

Signed for and on behalf of the [Independent Certifier]

**SCHEDULE B6
Independent Certifier's Certificate – Defects Correction Period**

To: Principal's Representative

From: *[insert name]* (ABN *[insert ABN]*) (Independent Certifier)

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**) on or about *[insert]* (**SDD**). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clause 22.2(d) of the SDD, the Independent Certifier certifies that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed, as at the date of expiration of the last Defects Correction Period:

- (a) the release of all Hold Points has been undertaken in accordance with the SDD;
- (b) all design (to the extent reviewed by the Independent Certifier) and all construction, inspection, repairs and monitoring by Macquarie has been undertaken in accordance with the SDD; and
- (c) all documentation has been recorded and submitted to the Principal's Representative in accordance with the SDD.

.....

Signed for and on behalf of
[Independent Certifier]

**SCHEDULE B7
Property Owner's Certificate**

This **Deed Poll** is made the _____ day of _____ 20

TO: Sydney Metro (ABN 12 354 063 515) of Level 43, 680 George Street, Sydney NSW 2000 (**Principal**);

Macquarie Group Limited (ABN 94 122 169 279) of Level 6, 50 Martin Place, Sydney NSW 2000 (**Macquarie**); and

Skylight Dev Co Pty Limited (ABN 43 627 172 445) of Level 6, 50 Martin Place, Sydney NSW 2000 (**DevCo**).

BY: [*insert name*] (ABN [*insert*]) of [*insert address*]

PROPERTY ADDRESS:

1. I/We confirm that the following works have been carried out and completed on my/our property to my/our satisfaction:

[INSERT DESCRIPTION OF PROPERTY WORKS]

2. I/We confirm that our land has been rehabilitated and all damage and degradation on it repaired.

3. I/We release the Principal, Macquarie and DevCo from all claims and actions which I/we may have arising out of or in connection with the works referred to in item 1.

EXECUTED as a Deed Poll.

Signed sealed and delivered by [*insert name*] in the presence of:

Signature

Signature of Witness

Name of Witness in full

Address of Witness

SCHEDULE B8
Macquarie's Certificate – Design ([Revised Design Stage 1 / Design Stage 2])

To: Principal's Representative

From: Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**)

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie on or about **[insert]** (**SDD**). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clause 20.6(a) of the SDD, Macquarie certifies that the **attached** Design Documentation for **[Revised Design Stage 1 / Design Stage 2]** complies with all requirements of the SDD, including the SWTC.

.....
[insert name]

Signed for and on behalf of Macquarie Group Limited

**SCHEDULE B9
Macquarie's and D&C Contractor's Certificate – Design (Design Stage 3)**

To: Principal's Representative

From: Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**); and
an unincorporated joint venture between:
Lendlease Building Pty Limited (ABN 97 000 098 162); and Lendlease Engineering
Pty Limited (ABN 40 000 201 516),
(together, the **D&C Contractor**).

This certificate is given in accordance with:

- (a) in respect of the certification in Section A, the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie on or about *[insert]* (**SDD**); and
- (b) in respect of the certification in Section B, the deed entitled [REDACTED]

In relation to the Section A of this certificate, words defined in the SDD have the same meaning in Section A of this certificate. [REDACTED]

SECTION A	
[NOTE: This section to be completed by Macquarie]	
In accordance with the terms of clause 20.6(b)(i)(A) of the SDD, Macquarie certifies that the attached Design Documentation:	
<ul style="list-style-type: none">(a) complies with all requirements of the SDD, including the SWTC; and(b) is suitable for construction.	
Signed for and on behalf of Macquarie by:	
Signature:	
Name:	
Position:	
Date:	

SECTION B

[NOTE: This section to be completed by the D&C Contractor]

In accordance with the terms of clause 20.6(b)(i)(A) of [REDACTED] on behalf of the Subcontractors which prepared the Design Documentation, certifies that the **attached** Design Documentation complies with all requirements of the [REDACTED] including the SWTC (as defined under the Project Deed).

Signed for and on behalf of the [REDACTED] by:

Signature:	
Name:	
Position:	
Date:	

SCHEDULE B10
Proof Engineer's Certificate

To: Principal's Representative;
Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**);
DevCo's Representative (as that term is defined in the D&C Contract); and
an unincorporated joint venture between:
Lendlease Building Pty Limited (ABN 97 000 098 162); Level 14, Tower Three,
International Towers Sydney, Exchange Place
300 Barangaroo Avenue
Barangaroo NSW 2000
and
Lendlease Engineering Pty Limited (ABN 40 000 201 516),
Level 14, Tower Three, International Towers Sydney, Exchange Place
300 Barangaroo Avenue
Barangaroo NSW 2000,
(together, the **D&C Contractor**).

Cc: Independent Certifier and the Builder's Independent Certifier

From: **[insert name]** (ABN **[insert ABN]**) (**Proof Engineer**)

This certificate is given in accordance with:

- (a) in respect of the certification in Section A, the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie on or about **[insert]** (**SDD**); and
- (b) in respect of the certification in Section B, the deed entitled "Martin Place Metro Station Project: Station D&C Contract" entered into between Skylight Dev Co Pty Limited (ABN 43 627 172 445) and the D&C Contractor on or about **[insert]** (**Station D&C Contract**).

In relation to the Section A of this certificate, words defined in the SDD have the same meaning in Section A of this certificate. In relation to Section B of this certificate, words defined in the Station D&C Contract have the same meaning in Section B of this certificate.

SECTION A

In accordance with the terms of clause 20.6(b)(ii) of the SDD, we hereby:

- (a) confirm that we have undertaken the full and independent assessment as required under, and in accordance with, clause 4.5(c)(i) of the SDD of the following elements of the Proof Engineered Temporary Works:
 - (i) **[insert description of relevant elements of the Proof Engineered Temporary works]**.
- (b) certify that those elements of the Proof Engineered Temporary Works identified in the **attached** Design Documentation:

- (i) are adequate and suitable for their intended purpose; and
- (ii) comply with the requirements of the SDD (including the SWTC).

SECTION B

In accordance with the terms of clause 20.6(b)(ii) of the Station D&C Contract, we hereby:

- (a) confirm that we have undertaken the full and independent assessment as required under, and in accordance with, clause 4.5(c)(i) of the Station D&C Contract of the following elements of the Proof Engineered Temporary Works:

- (i) [***Insert description of relevant elements of the Proof Engineered Temporary works***]

- (b) certify that those elements of the Proof Engineered Temporary Works identified in the **attached** Design Documentation:

- (i) are adequate and suitable for their intended purpose as stated in, implied from or contemplated by the Station D&C Contract; and
 - (ii) comply with the requirements of the Station D&C Contract (including the SWTC as that term is defined in the Project Deed).

.....

Signed for and on behalf of [Proof Engineer]

**SCHEDULE B11
Independent Certifier's Certificate – Design**

To: Principal's Representative
Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**)
[*[insert name]* (ABN *[insert ABN]*) (**Operator**)]

From: *[insert name]* (ABN *[insert ABN]*) (**Independent Certifier**)

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie on or about *[insert]* (**SDD**). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clause 20.8(b)(ii)(B)(bb) of the SDD, we hereby certify that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed, the **attached** Design Documentation complies with all the requirements of the SDD (including the SWTC) except for the Minor Non-Compliances identified in the **attached** list.

.....

Signed for and on behalf of
[Independent Certifier]

ATTACHMENT A

List of Minor Non-Compliances

No.	Minor Non-Compliance	Recommended action to be taken by Macquarie to address Minor Non-Compliance

SCHEDULE B12
Macquarie's and the D&C Contractor's Certificate – As-Built Drawings

Section A of this certificate is given:

To: Principal's Representative

From: Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**)

Section B of this certificate is given:

To: Principal's Representative

Macquarie

DevCo's Representative (as defined in the Station D&C Contract)

From: an unincorporated joint venture between:

Lendlease Building Pty Limited (ABN 97 000 098 162) Level 14, Tower Three,
International Towers Sydney, Exchange Place

300 Barangaroo Avenue
Barangaroo NSW 2000
and

Lendlease Engineering Pty Limited (ABN 40 000 201 516),

Level 14, Tower Three, International Towers Sydney, Exchange Place
300 Barangaroo Avenue
Barangaroo NSW 2000,
(together, the **D&C Contractor**)

This certificate is given in accordance with:

(a) in respect of the certification in Section A, the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie on or about *[insert]* (**SDD**);

(b) in respect of the certification in Section B, [REDACTED]

In relation to the Section A of this certificate, words defined in the SDD have the same meaning in Section A of this certificate. [REDACTED]

SECTION A

[NOTE: This section to be completed by Macquarie]

In accordance with the terms of clause 21.11(b)(ii)(A) of the SDD, Macquarie certifies that the attached as-built drawings for Portion [*insert number*] comply with all requirements of the SDD, including the SWTC.

Signed for and on behalf of Macquarie by:

Signature:	
Name:	
Position:	
Date:	

SECTION B

[NOTE: This section to be completed by the D&C Contractor]

In accordance with the terms of clause 21.11(b)(ii)(A) of the [REDACTED] [REDACTED] certifies that the attached as-built drawings for Portion [*insert number*] comply with all requirements of the [REDACTED] including the SWTC (as defined in the Project Deed).

Signed for and on behalf of the [REDACTED] by:

Signature:	
Name:	
Position:	
Date:	

SCHEDULE B13
Quality Manager's Certificate – Mobilisation

To: Principal's Representative
From: *[insert name]* (Quality Manager)

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**) on or about *[insert]* (**SDD**). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clause 22.2(c)(i) of the SDD, I hereby certify:

- (a) that Macquarie's Quality Management System under clause 22.1 of the SDD is in accordance with Appendix 58 to the SWTC and AS/NZS ISO 9001 Quality management systems - Requirements; and
- (b) the effectiveness and integrity of Macquarie's quality system to achieve conformance with the requirements of the SDD.

.....

Signed by
[Quality Manager]

SCHEDULE B14
Quality Manager's Certificate – Progressive

To: Principal's Representative
From: *[insert name]* (Quality Manager)

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**) on or about *[insert]* (**SDD**). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clause 22.2(c)(ii) of the SDD, I hereby certify that between the following dates *[Insert dates of preceding 3 month period]*:

- (a) Macquarie's Quality Management System under clause 22.1 of the SDD was in accordance with AS/NZS ISO 9001 Quality management systems - Requirements;
- (b) any Subcontractors' quality systems which form a part of Macquarie's Quality Management System were in accordance with AS/NZS ISO 9001 Quality management systems - Requirements;
- (c) Macquarie complied with and satisfied the requirements of section 5.5 of the SWTC;
- (d) the release of Hold Points was undertaken in accordance with the SDD;
- (e) the design, construction, inspection, repairs and monitoring by Macquarie was undertaken in accordance with the SDD;
- (f) that documentation was recorded and submitted to the Principal's Representative and the Independent Certifier in accordance with the SDD; and
- (g) the effectiveness and integrity of Macquarie's quality system in achieving conformance with the requirements of the SDD.

.....
Signed by [Quality Manager]

SCHEDULE B15
Quality Manager's Certificate – Defects Correction Period

To: Principal's Representative
From: *[insert name]* (Quality Manager)

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**) on or about *[insert]* (**SDD**). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clause 22.2(c)(v) of the SDD, I hereby certify that as at the date of expiration of the last Defects Correction Period as defined in the SDD:

- (a) the release of all Hold Points has been undertaken in accordance with the SDD;
- (b) all design, construction, inspection, repairs and monitoring by Macquarie has been undertaken in accordance with the SDD; and
- (c) all documentation has been recorded and submitted to the Independent Certifier and the Principal's Representative in accordance with the SDD.

.....

Signed by [Quality Manager]

**SCHEDULE B16
Environmental Manager's Certificate**

To: Principal's Representative
From: *[insert name]* (Environmental Manager)

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**) on or about *[insert]* (**SDD**). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clause 22.2(e) of the SDD, I hereby certify that between the following dates *[Insert dates of preceding 3 month period]*:

- (a) Macquarie's Corporate Environmental Management System was in accordance with AS/NZS ISO 14001;
- (b) any Subcontractors' Corporate Environmental Management Systems which form a part of Macquarie's Corporate Environmental Management System were in accordance with AS/NZS ISO 14001;
- (c) Macquarie complied with and satisfied the requirements of the Principal set out in Appendices 54 and 49 of the SWTC and in the Environmental Documents;
- (d) the release of Hold Points was undertaken in accordance with the SDD;
- (e) the design, construction, inspection, repairs and monitoring by Macquarie was undertaken in accordance with the SDD; and
- (f) that documentation was recorded and submitted to the Independent Certifier and the Principal's Representative in accordance with the SDD.

.....
Signed by [Environmental Manager]

SCHEDULE B17
Macquarie's Certificate – Milestone Achievement

To: Principal's Representative and the Independent Certifier
From: Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**)

This certificate is given in accordance with deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie on or about **[insert]** (**SDD**). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 25.1(d) of the SDD, we hereby certify that Milestone Achievement of Milestone **[insert number]** has been achieved by Macquarie on **[insert date]** in accordance with the terms and conditions of the SDD.

.....
[insert name]
Signed for and on behalf of Macquarie Group Limited

**SCHEDULE B18
Independent Certifier's Certificate – Completion of Local Area Works**

To: Principal's Representative [and Macquarie Group Limited (ABN 94 122 169 279) (Macquarie)]

From: [insert name] (ABN [insert]) (Independent Certifier)

This certificate is given in accordance with deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie on or about [insert] (SDD). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clause 30.7(e)(i) of the SDD, we hereby certify in relation to the Local Area Works described in the Schedule that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed as at [insert date]:

- (a) Macquarie has complied with and satisfied the requirements of section 2.2.6 of the SWTC and Appendix 6 to the SWTC;
- (b) Macquarie has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 20.11 of the SDD, subject to Minor Defects;
- (c) the release of all Hold Points has been undertaken in accordance with the SDD;
- (d) all documentation has been recorded and submitted to the Principal's Representative in accordance with the SDD; and
- (e) the construction complies with the requirements of the SDD, including the SWTC, subject to Minor Defects.

Schedule

[Insert description of discrete part of the Local Area Works]

.....

Signed for and on behalf of
[insert name of Independent Certifier]

**SCHEDULE B19
Quality Manager's Certificate – Payment Claims**

To: Principal's Representative
From: **[insert name] (Quality Manager)**

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**) on or about **[insert] (SDD)**. Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clause 34.4(a)(iii) of the SDD, I hereby certify that all work the subject of the **attached** progress claim by Macquarie has been executed and is in accordance with the requirements of the SDD, subject to the following:

- (a) **[Insert details of non-compliances as required]**

.....

Signed by
[Quality Manager]

SCHEDULE B20
Statutory Declaration

Statutory Declaration

Oaths Act (NSW) Ninth Schedule

I,.....
of
.....
.....

insert full name
of Declarant
insert address

do solemnly and sincerely declare that:

1. I am the representative of:
.....
.....

insert name of
Contractor, and
ACN if applicable

(the Contractor)

in the Office Bearer capacity of:
.....
.....

insert position
title of Declarant

2. The Contractor has a contract with the []:
.....
..... **(the Contract)**

insert name of
Contract

3. I personally know the facts which I have set out in this declaration.

4. All employees who have at any time been engaged by the Contractor for work done under the Contract:

- a) have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on work under the Contract, and
- b) have otherwise had accrued to their account all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on work under the Contract pursuant to any award, enterprise agreement, act or regulation,

with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below:

Employee:

Amount unpaid or not accrued:
.....
.....
.....
.....

insert names and
addresses of the
unpaid
employees, the
amounts unpaid,
and whether in
respect of wages,
allowances,
holiday pay, long
service leave

5. Attached to and forming part of this declaration, as Annexure A, is a supporting statement for the purposes of section 13(7) of the Building and Construction Industry Security of Payment Act 1999 (NSW).

5A. Where the Contractor holds any retention money from a Subcontractor, the Contractor has complied with all requirements under the Building and Construction Industry Security of Payment Amendment (Retention Money Trust Account) Regulation 2015 (NSW), with the exception of the items listed below:

.....
.....
.....
.....
.....

payments and superannuation entitlement etc.

insert details of any non-compliances

6. In all cases where a subcontractor or supplier to the Contractor has provided services and/or materials in respect of the Contract and has submitted a claim to the Contractor for these services or materials which as at the date of this statutory declaration would have been due and payable but which the Contractor disputes, the reasons for such dispute have been notified in writing to the subcontractor or supplier by the Contractor prior to the date of this statutory declaration. Where such dispute relates to part only of the subcontractor or supplier's claim, that part of the claim not in dispute has been paid by the Contractor to the subcontractor or supplier as at the date of this statutory declaration except for the amounts listed in 5 above.

7. The provisions of the Contract relating to the payment of employees, subcontractors and suppliers of the Contractor have been complied with by the Contractor.

8. The Contractor has been informed by each subcontractor to the Contractor (except for subcontracts not exceeding \$25,000 at their commencement) by statutory declaration in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration):

(a) that their subcontracts with their subcontractors and suppliers comply with the requirements of the Contract relating to payment of employees and subcontractors, and

(b) that all their employees and subcontractors, as at the date of the making of such a declaration:

i) have been paid all remuneration and benefits due and payable to them by; or

ii) had accrued to their account all benefits to which they are entitled from;

the subcontractor of the Contractor or from any other subcontractor (except for subcontracts not exceeding \$25,000 at their commencement) in respect of any work under the Contract, and

(c) of details of any amounts due and payable or benefits due to be received or accrued described in 8(b) above which have not been paid, received or accrued,

except for the following subcontractors to the Contractor who have failed to provide such a declaration:

Subcontractor:

Due amount unpaid:

.....
.....
.....

insert names and addresses of the Contractor's subcontractors who have not

-

 9. Where a subcontractor to the Contractor has provided a declaration as in 8 above, and it includes unpaid amounts or benefits either not received or not accrued, details of the subcontractor, details of the affected employees, suppliers and subcontractors of the subcontractor, and the respective amounts or benefits either unpaid or not accrued are as follows:
 Employee, subcontractor or supplier:
 Amount unpaid or not accrued:

 10. In relation to the statutory declaration provided by each subcontractor to the Contractor, I am not aware of anything to the contrary of what is contained therein, and on the basis of the contents of those statutory declarations, I believe that information to be true.
 11. Attached to and forming part of this declaration, as Annexure B, is a Subcontractor's Statement given by the Contractor in its capacity as 'subcontractor' (as that term is defined in the Workers Compensation Act 1987, Payroll Tax Act 2007 and Industrial Relations Act 1996) which is a written statement:
 (a) under section 175B of the Workers Compensation Act 1987 in the form and providing the detail required by that legislation;
 (b) under Schedule 2 Part 5 of the Payroll Tax Act 2007 in the form and providing the detail required by that legislation; and
 (c) under section 127 of the Industrial Relations Act 1996 in the form and providing the detail required by that legislation.
 12. I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.
 13. All statutory declarations and Subcontractor's Statements received by the Contractor from subcontractors were:
 (a) given to the Contractor in its capacity as 'principal contractor' as defined in the Workers Compensation Act 1987, the Payroll Tax Act 2007 and the Industrial Relations Act 1996 (**Acts**); and
 (b) given by the subcontractors in their capacity as 'subcontractors' as defined in the Acts.
 14. I am not aware of anything which would contradict the statements made in the statutory declarations or written statements provided to the Contractor by its subcontractors, as referred to in this declaration.

submitted a declaration, and unpaid amounts due or otherwise due to each of them by the Contractor in respect of this claim

 insert names of the subcontractors, the name and addresses of the unpaid employees, subcontractors and suppliers and amounts listed as unpaid or not accrued to them.

I make this solemn declaration conscientiously believing the same to be true and

by virtue of the Oaths Act 1900 (NSW). I am aware that I may be subject to punishment by law if I wilfully make a false statement in this declaration.

Declared at on

.....
(place) (day) (month) (year)

.....
(Signature of Declarant)

Before me:

.....
(Signature of person before whom the declaration is made)

.....
(Name of the person before whom the declaration is made)

.....
(Title* of the person before whom the declaration is made)

* The declaration must be made before one of the following persons:

- where the declaration is sworn within the State of New South Wales:

- (i) a justice of the peace of the State of New South Wales;
- (ii) a solicitor of the Supreme Court of New South Wales with a current practising certificate; or
- (iii) a notary public.

- where the declaration is sworn in a place outside the State of New South Wales:

- (i) a notary public; or
- (ii) any person having authority to administer an oath in that place.

And as a witness, I certify the following matters concerning the person who made this affidavit (the **deponent**):

1. I saw the face of the deponent.

[OR]

I did not see the face of the deponent because the deponent was wearing a face covering, but I am satisfied that the deponent had a special justification for not removing the covering.

2. I have known the deponent for at least 12 months.

[OR]

I have confirmed the deponent's identity using the following identification document:

[insert description of ID document]

.....
Signature of witness

ANNEXURE A

SUPPORTING STATEMENT BY HEAD CONTRACTOR REGARDING PAYMENT TO SUBCONTRACTORS

This statement must accompany any payment claim served on a principal to a construction contract by a head contractor.

For the purposes of this statement, the terms "principal", "head contractor", "subcontractor", and "construction contract" have the meanings given in section 4 of the *Building and Construction Industry Security of Payment Act 1999*.

Head contractor: [business name of head contractor]
ABN: [ABN]

* 1. has entered into a contract with: [business name of subcontractor]

ABN: [ABN]

Contract number/identifier: [contract number/identifier]

OR

* 2. has entered into a contract with the subcontractors listed in the attachment to this statement.

* [Delete whichever of the above does not apply]

This statement applies for work between [start date] and [end date] inclusive (the construction work concerned), subject of the payment claim dated [date].

I, [full name], being the head contractor, a director of the head contractor or a person authorised by the head contractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters that are contained in this supporting statement and declare that, to the best of my knowledge and belief, all amounts due and payable to subcontractors have been paid (not including any amount identified in the attachment as an amount in dispute).

Signature: Date:

Full name: Position/Title:

Penalties

The *Building and Construction Security of Payment Act 1999* provides that:

Section 13(7) A head contractor must not serve a payment claim on the principal unless the claim is accompanied by a supporting statement that indicates that it relates to that payment claim.

Maximum penalty: \$22,000 (200 penalty units)

And:

Section 13(8) A head contractor must not serve a payment claim on the principal accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances.

Maximum penalty: \$22,000 (200 penalty units) or 3 months imprisonment or both.

Attachment

Schedule of subcontractors paid all amounts due and payable				
Subcontractor	ABN	Contract number / identifier	Date of works (period)	Date of payment claim (head contractor claim)

Schedule of subcontractors for which an amount is in dispute and has not been paid				
Subcontractor	ABN	Contract number / identifier	Date of works (period)	Date of payment claim (head contractor claim)

ANNEXURE B

SUBCONTRACTOR'S STATEMENT

REGARDING WORKERS COMPENSATION, PAYROLL TAX AND REMUNERATION (Note 1 - see back of form)

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s 175B Workers Compensation Act 1987 (NSW), Schedule 2 Part 5 Payroll Tax Act 2007 (NSW), and s 127 Industrial Relations Act 1996 (NSW) where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.)

Subcontractor: ABN:

(Business name)

of

(Address of subcontractor)

has entered into a contract with ABN:

(Business name of principal contractor)

(Note 2)

Contract number/identifier (Note 3)

This Statement applies for work between:/...../..... and/...../..... inclusive, (Note 4)

subject of the payment claim dated:/...../..... (Note 5)

I, a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

(a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [] if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [] and only complete (f) and (g) below. You must tick one box. (Note 6)

(b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated/...../..... (Note 7)

Execution version

- (c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. **(Note 8)**
- (d) Where the Subcontractor is required to be registered as an employer under the Payroll Tax Act 2007 (NSW), the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. **(Note 9)**
- (e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above. **(Note 10)**
- (f) Signature Full name.....
- (g) Position/Title Date/...../.....

NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987 (NSW).

Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987* (NSW), Schedule 2 Part 5 *Payroll Tax Act 2007* (NSW) and section 127 of the *Industrial Relation Act 1996* (NSW). If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.
2. A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called **the subcontractor**) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.
3. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
4. Provide the unique contract number, title, or other information that identifies the contract.
5. In order to meet the requirements of section 127 of the *Industrial Relations Act 1996* (NSW), a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.
6. Section 127(6) of the *Industrial Relations Act 1996* (NSW) defines remuneration 'as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'
7. Section 127(11) of the *Industrial Relations Act 1996* (NSW) states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'
8. Provide the date of the most recent payment claim.
9. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
10. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
11. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
12. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
13. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

Offences in respect of a false Statement

In terms of s127(8) of the *Industrial Relations Act 1996* (NSW), a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

- (a) the person is the subcontractor;
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
- (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the *Workers Compensation Act* (NSW) and clause 18 of Schedule 2 of the *Payroll Tax Act 2007* a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

Further Information

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.

**SCHEDULE B21
Variation Impact Request And Proposal Template**

**VARIATION IMPACT REQUEST AND PROPOSAL (VIRAP)
(PRINCIPAL INITIATED VARIATION)**

This VIRAP has been designed to fulfil the requirements of clause 35 under the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**) on or about [*insert*] (**SDD**) and the relevant D&C Contract in relation to the relevant parties.

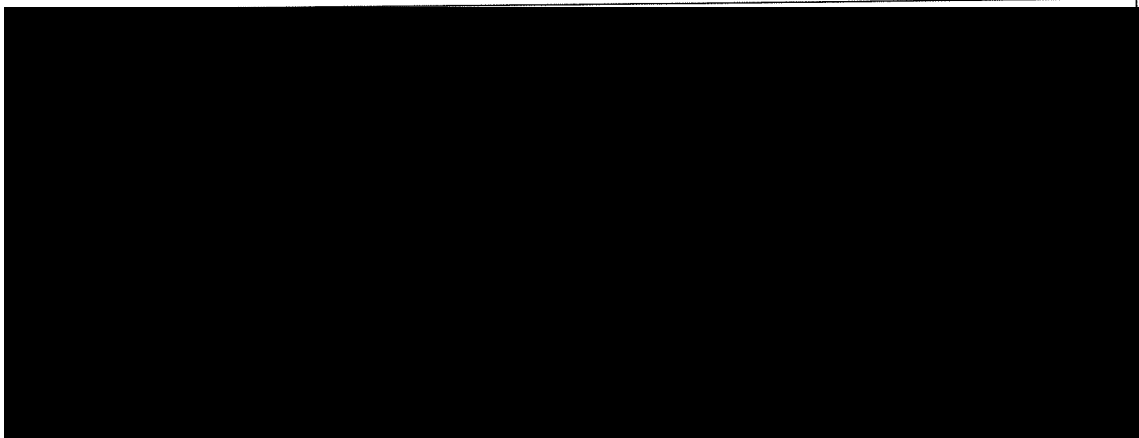
- Section 1 constitutes the Principal's Variation Impact Request pursuant to clause 35.1 of the SDD.
- Section 2 constitutes Macquarie's Variation Impact Proposal pursuant to clause 35.2 of the SDD.
- Section 3 (when signed) constitutes the Principal's approval or rejection of Macquarie's Variation Impact Proposal, or withdrawal of the proposed Variation, pursuant to clause 35.4 of the SDD.
- Section 4 constitutes DevCo's Variation Impact Request pursuant to clause 35.1 of the D&C Contract.
- Section 5 constitutes the relevant D&C Contractor's Variation Impact Proposal pursuant to clause 35.2 of the D&C Contract.
- Section 6 (when signed) constitutes DevCo's acceptance or rejection of the D&C Contractor's Variation Impact Proposal, or withdrawal of the proposed Variation, pursuant to clause 35.4 of the D&C Contract.

For the purposes of the SDD, only sections 1, 2 and 3 have any contractual status. Similarly, for the purposes of the D&C Contract, only sections 4, 5 and 6 have any contractual status. The Principal does not make any comment as to the accuracy of, and may not be held liable for, any information provided by any party in sections 4, 5 and 6.

This VIRAP will not give rise to any rights against the Principal, whether legal or equitable, unless and until section 3 has been signed by the Principal's Representative.

SECTION 1 - PRINCIPAL'S VARIATION IMPACT REQUEST			
SDD No.		Principal's VIRAP No.	
Subject			
Subsystem			
Submitted By		Principal's Issue No.	
Submitted To		Submission Date	
Correspondence Ref.			
Contract Document Ref.			
Principal Initiated Variation Variation Impact Request (Clause 35.1 of the SDD) Amendment Proposed: Current wording: Proposed wording (include deleted text as strikethrough text and underline new text):			
Attachments			
Submitted by:	Signed:	Date:	

SECTION 2 - MACQUARIE'S VARIATION IMPACT PROPOSAL	
Macquarie's Variation Impact Proposal (Clause 35.2 of the SDD)	
Estimate of the third party costs Macquarie will incur in preparing a Variation Impact Proposal	
Modification Impact Proposal No.:	
(a)	the Variation Cost or Variation Savings of the proposed Variation;
(b)	the effect which the proposed Variation will have on the SDD Program (including any extension of time required to a Date for Milestone Achievement, Date for Construction Completion or Date for Completion and the measures Macquarie proposes to take to avoid, mitigate or minimise the effect of the proposed Variation on the SDD Program);
(c)	any Approvals required to implement the proposed Variation, and the effect of the proposed Variation on any existing Approvals and any OSD Planning Approval and on the ability of Macquarie or the OSD Developer to comply with those Approvals;
(d)	the effects which the proposed Variation will have on Macquarie's ability to satisfy its obligations under the a Project Document (including any warranties given by Macquarie under a Project Document) or exercise its rights under a Project Document;
(e)	any relief which Macquarie requires from its obligations under this deed to ensure that Macquarie would be left in no better and no worse position than it would be in if the Variation were not implemented;
(f)	the effect Macquarie anticipates the Variation will have on the functionality or integrity of the elements of Macquarie's Activities, the Project Works and the Temporary Works and the quality or performance standards required by a Project Document, including specific details of: <ul style="list-style-type: none"> (i) the elements of Macquarie's Activities, the Project Works and the Temporary Works that will be affected; (ii) how and to what extent the functionality or integrity of those elements will be affected; and (iii) the quality or performance standards affected and how and to what extent they will be affected;
(g)	whether an OSD Variation will be required to enable the proposed Variation to be implemented or as a consequence of the proposed Variation;



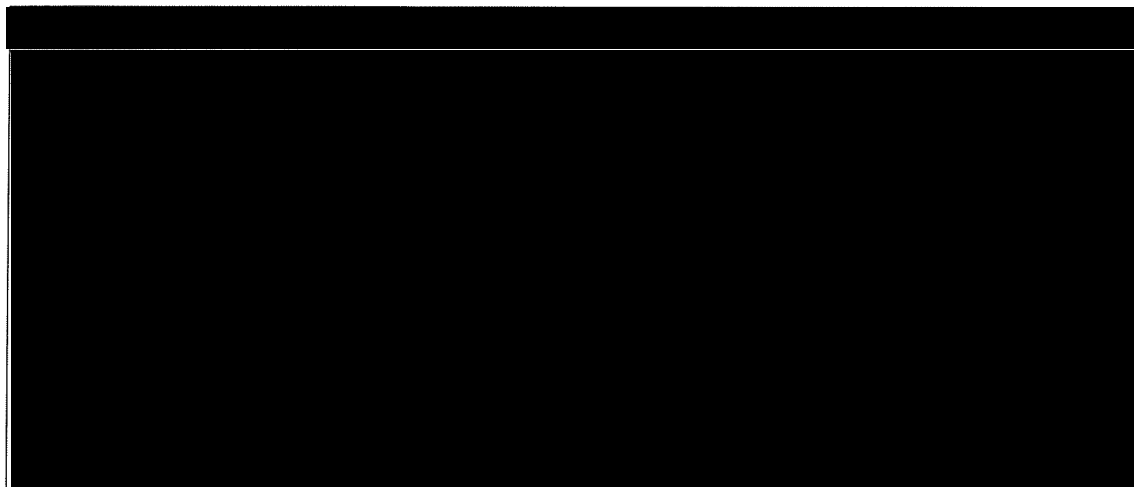
(j) any other information requested by the Principal in the Variation Impact Request.

Attachments		
Submitted By:	Signed:	Date:

SECTION 3 - ELECTION BY THE PRINCIPAL				
Election by the Principal (Clause 35.4 of the SDD)				
The Variation Impact Proposal is:				
ACCEPTED				
THE PRINCIPAL WILL NOT PROCEED WITH VARIATION				
REJECTED				
If REJECTED pursuant to clause 35.4(b) of the SDD, the Principal requires the parties to consult to resolve any matters of Variation Impact Proposal pursuant to clause 35.7 of the SDD:		YES		NO
Notes: Where this Variation Impact Proposal is ACCEPTED , and the Principal's Representative has signed below, this Variation Impact Proposal is a "Variation Order" under clause 35.4 of the SDD.				
Principal's Representative:	Signed:	Date:		
Macquarie agrees to the conditions, if any, to the Principal's approval as stated above.				
Macquarie's Representative:	Signed:	Date:		

SECTION 4 - DEVCO VARIATION IMPACT REQUEST		
DevCo Initiated Variation Variation Proposal (Clause 35.1 of the D&C Contract)		
Amendment Proposed:		
Current wording:		
Proposed wording (include deleted text as strikethrough text and underline new text):		
Attachments		
Submitted by DevCo's Representative:	Signed:	Date:

SECTION 5 - D&C CONTRACTOR'S VARIATION IMPACT PROPOSAL	
D&C Contractor's Variation Impact Proposal (Clause 35.2 of the D&C Contract)	
Estimate of the third party costs D&C Contractor will incur in preparing a Variation Impact Proposal	
Variation Impact Proposal No.:	
(a)	the Variation Cost or Variation Savings (if any) of the proposed Variation;
(b)	the effect which the proposed Variation will have on the critical path of the D&C Program (including any extension of time required to a Date for Milestone Achievement, Date for Construction Completion or Date for Completion, a Date for Completion or an Access Date) and the measures the D&C Contractor proposes to take to avoid, mitigate or minimise the effect of the proposed Variation on the D&C Program;
(c)	the Approvals required to implement the proposed Variation, and the effect of the proposed Variation on any existing Approvals and any OSD Planning Approval and on the ability of the D&C Contractor or the OSD Contractors to comply with those Approvals;
(d)	the effects which the proposed Variation will have on the D&C Contractor's ability to satisfy its obligations under a D&C Project Document (including any warranties given by the D&C Contractor under a D&C Project Document) or exercise its rights under a D&C Project Document;
(e)	any relief which is required from the D&C Contractor's obligations under the D&C Contract to ensure that the D&C Contractor would be left in no better and no worse position than it would be in if the Variation were not implemented;
(f)	the effect the D&C Contractor anticipates the Variation will have on the functionality or integrity of the elements of the D&C Contractor's Activities, the D&C Works and the Temporary Works and the quality or performance standards required by a D&C Project Document, including specific details of: <ul style="list-style-type: none"> (i) the elements of the D&C Contractor's Activities, the D&C Works and the Temporary Works that will be affected; (ii) how and to what extent the functionality or integrity of those elements will be affected; and (iii) the quality or performance standards affected and how and to what extent they will be affected;
(g)	whether an OSD D&C Variation will be required to enable the proposed Variation to be implemented or as a consequence of the proposed Variation;



(j) any other information requested by DevCo in the Variation Impact Request.		
Attachments		
Endorsed by:	Signed:	Date:
Submitted by [relevant D&C Contractor's] Representative:	Signed:	Date:

SECTION 6 - ELECTION BY DEVCO			
Election by DevCo (Clause 35.4 of the D&C Contract):			
The Variation Impact Proposal is:			
ACCEPTED			
DEVCO WILL NOT PROCEED WITH MODIFICATION			
REJECTED			
If REJECTED pursuant to clause 35.4(b) of the D&C Contract, DevCo requires the parties to consult to resolve any matters of Variation Impact Proposal pursuant to clause 35.7:	YES		NO
Notes:			
Where this Variation Impact Proposal is ACCEPTED , and DevCo's Representative has signed below, this Variation Impact Proposal is a "Variation Order" under clause 35.4 of the D&C Contract.			
DevCo's Representative:	Signed:	Date:	

**SCHEDULE B22
Macquarie's Certificate – Completion**

To: Principal's Representative and the Independent Certifier

From: Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**)

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie on or about [*insert*] (**SDD**). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 28.1(d) of the SDD, we hereby certify that Completion of Portion [*insert number*] has been achieved by Macquarie on [*insert date*] in accordance with the terms and conditions of the SDD.

.....
[*insert name*]

Signed for and on behalf of Macquarie Group Limited

**SCHEDULE B23
Quality Manager's Certificate – Completion**

To: Principal's Representative

From: **[insert name] (Quality Manager)**

This certificate is given in accordance with deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**) on or about **[insert] (SDD)**. Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 22.2(c)(iv) of the SDD, I hereby certify in relation to Portion **[insert number]** that:

- (a) Macquarie has complied with and satisfied the requirements of section 5.5 of the SWTC;
- (b) Macquarie has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 20.11(a) of the SDD, subject to Minor Defects, Agreed Defects and Accepted Defects;
- (c) the release of all Hold Points has been undertaken in accordance with the SDD; and
- (d) all documentation has been recorded and submitted to the Independent Certifier and the Principal's Representative in accordance with the SDD.

.....

Signed by [Quality Manager]

**SCHEDULE B24
Notice of Completion**

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[insert date]

Sydney Metro (ABN 12 354 063 515) (**Principal**)
Level 43, 680 George Street
Sydney NSW 2000

Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**)
Level 6, 50 Martin Place
Sydney NSW 2000

Dear **[insert name]**

**NOTICE OF COMPLETION
Sydney Metro City & Southwest
Martin Place Metro Station Project: Station Delivery Deed
Project Works - Portion [insert number]**

This Notice of Completion is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between the Principal and Macquarie on or about **[insert] (SDD)**. Words defined in the SDD have the same meaning in this notice.

In accordance with clause 28.1(e)(i)(A) of the SDD, the Independent Certifier confirms that Completion of Portion **[insert number]** has been achieved. The Date of Completion of Portion **[insert number]** is **[insert date]**.

A list of Minor Defects, Agreed Defects and Accepted Defects is **attached**.

This Notice of Completion does not relieve Macquarie of its obligation to correct Defects (including Minor Defects and Agreed Defects listed in this notice) under clause 30 of the SDD and to complete any other outstanding obligations under the SDD.

Yours sincerely

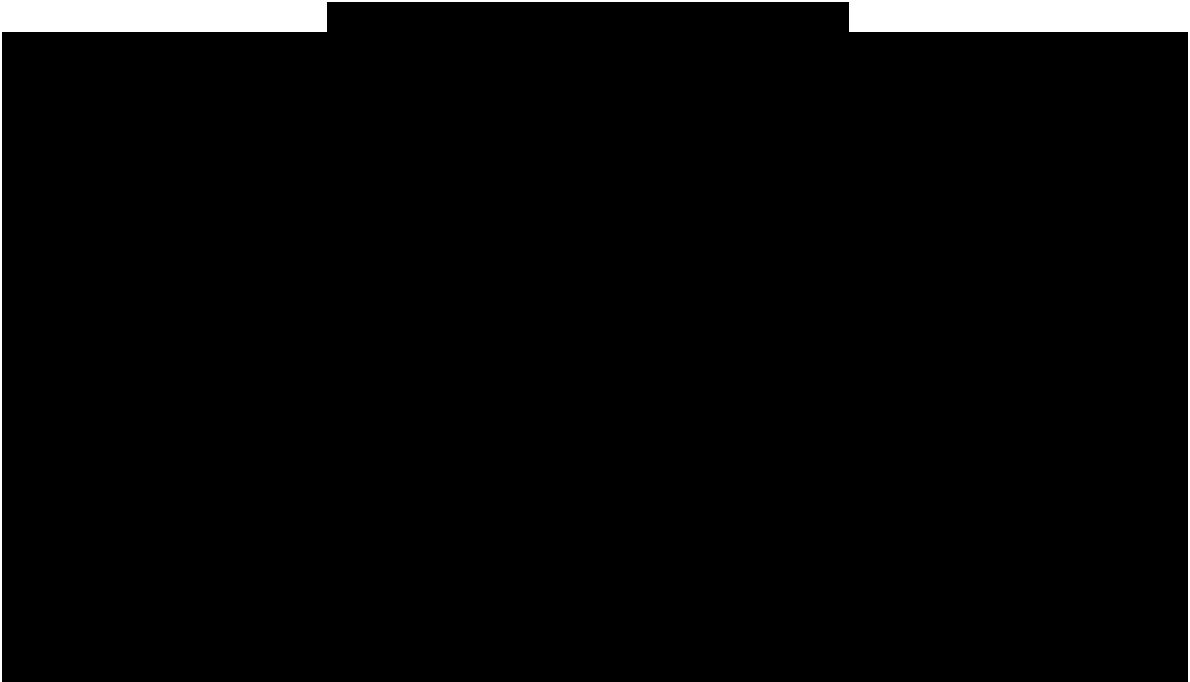
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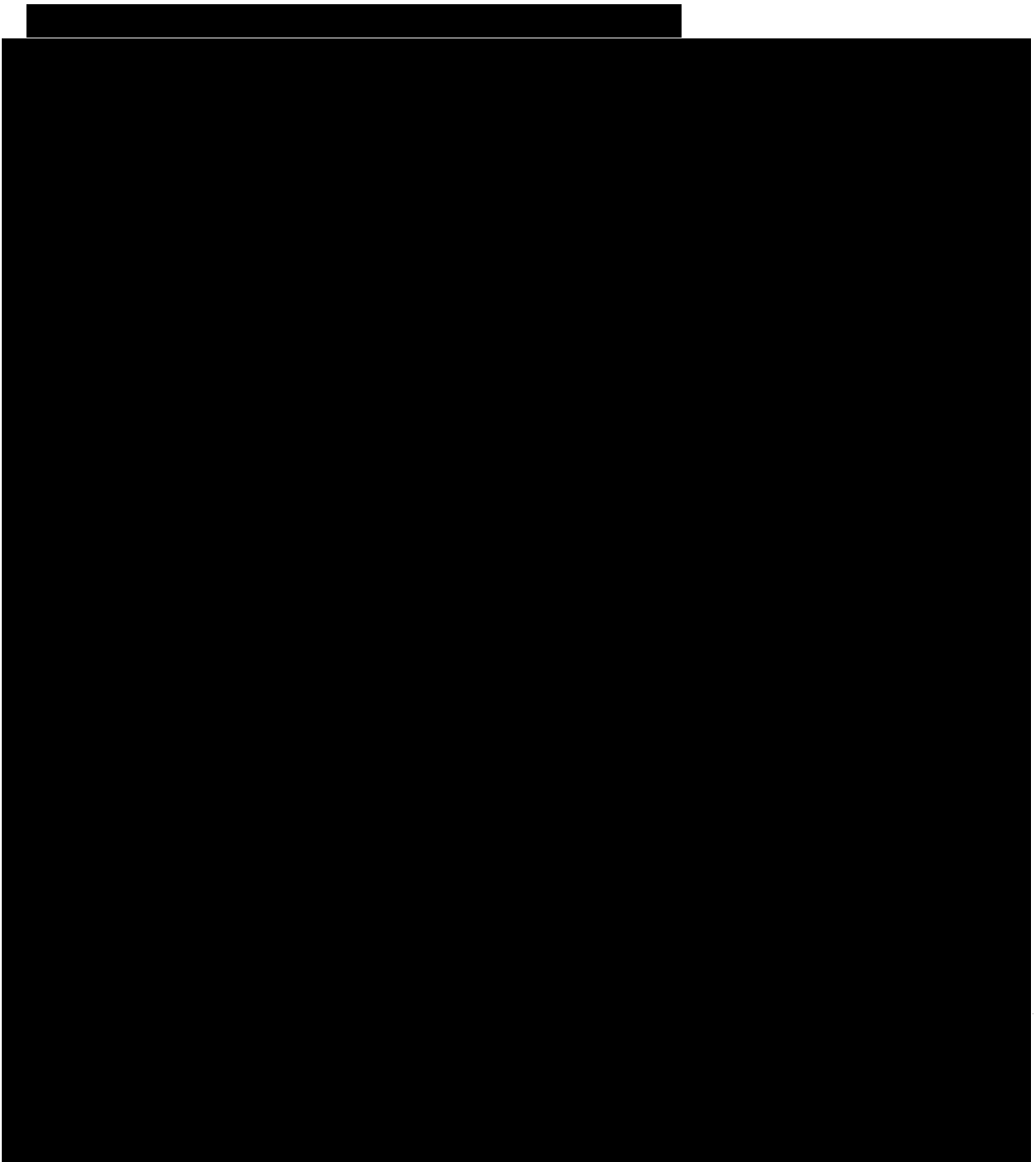
Signed for and on behalf of [Independent Certifier]

Attachment – List of Minor Defects, Agreed Defects and Accepted Defects

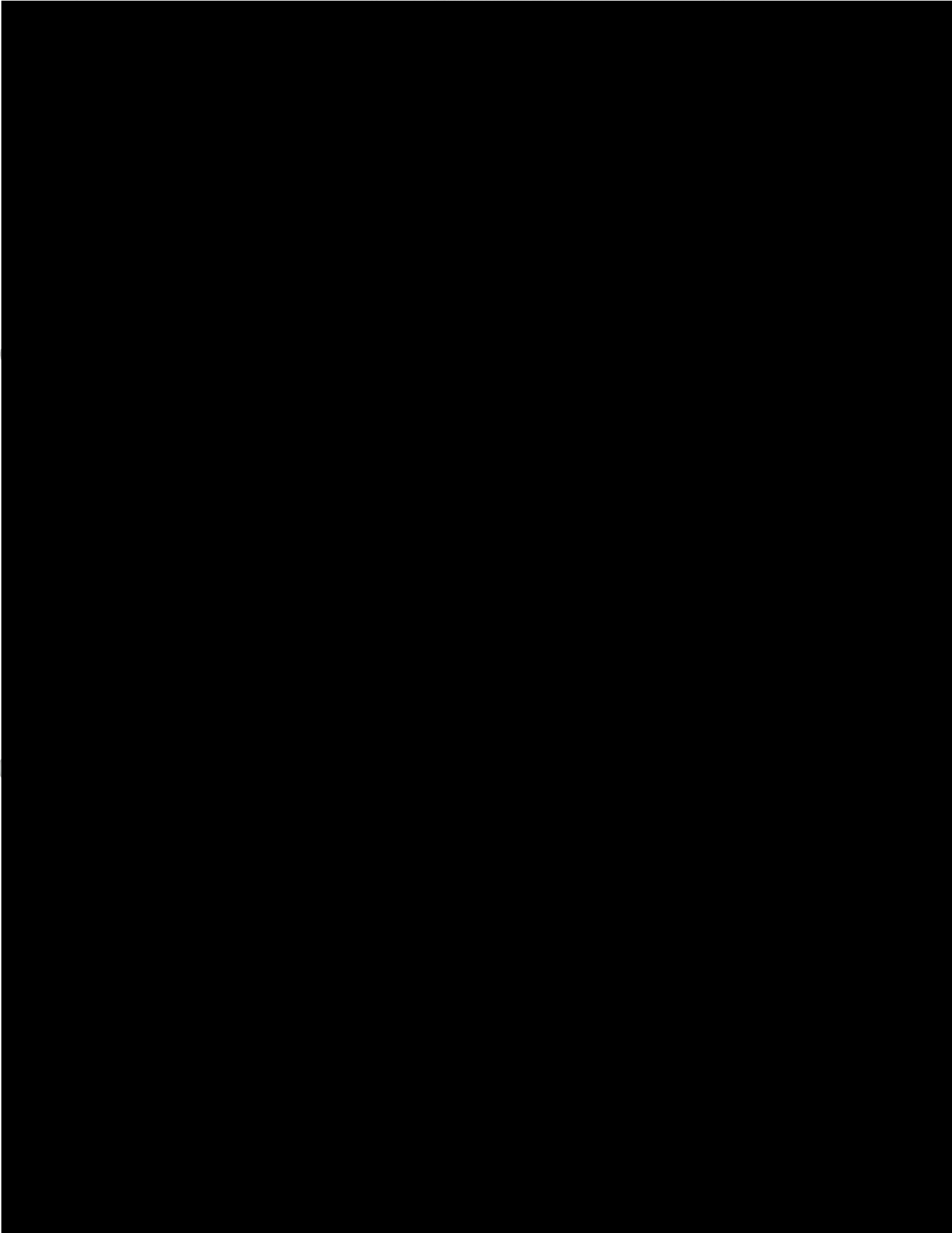
No. Minor Defects	
No. Agreed Defects	
No. Accepted Defects	

SCHEDULE B25





SCHEDULE C2



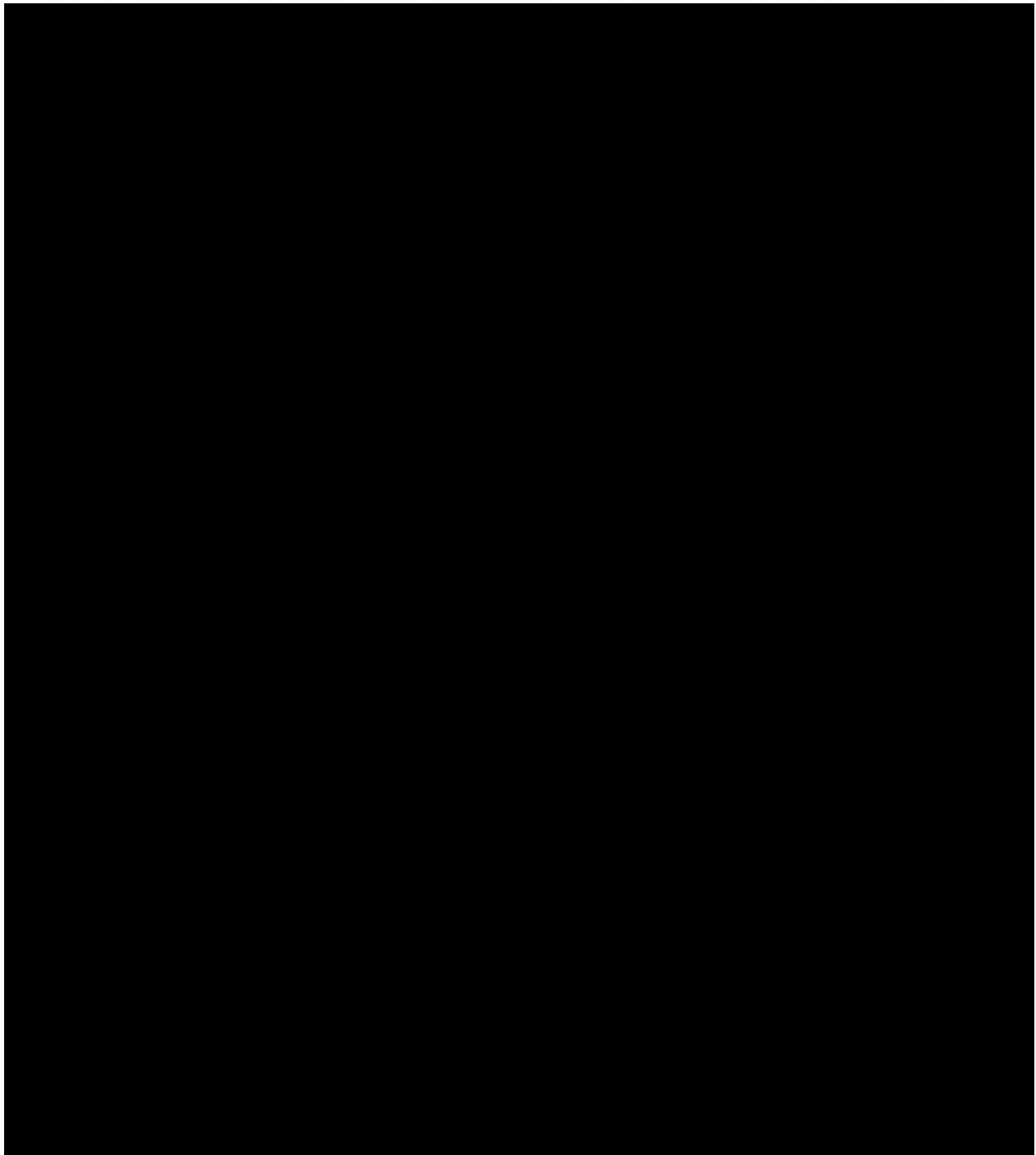
**SCHEDULE C3
Design Stage 1**

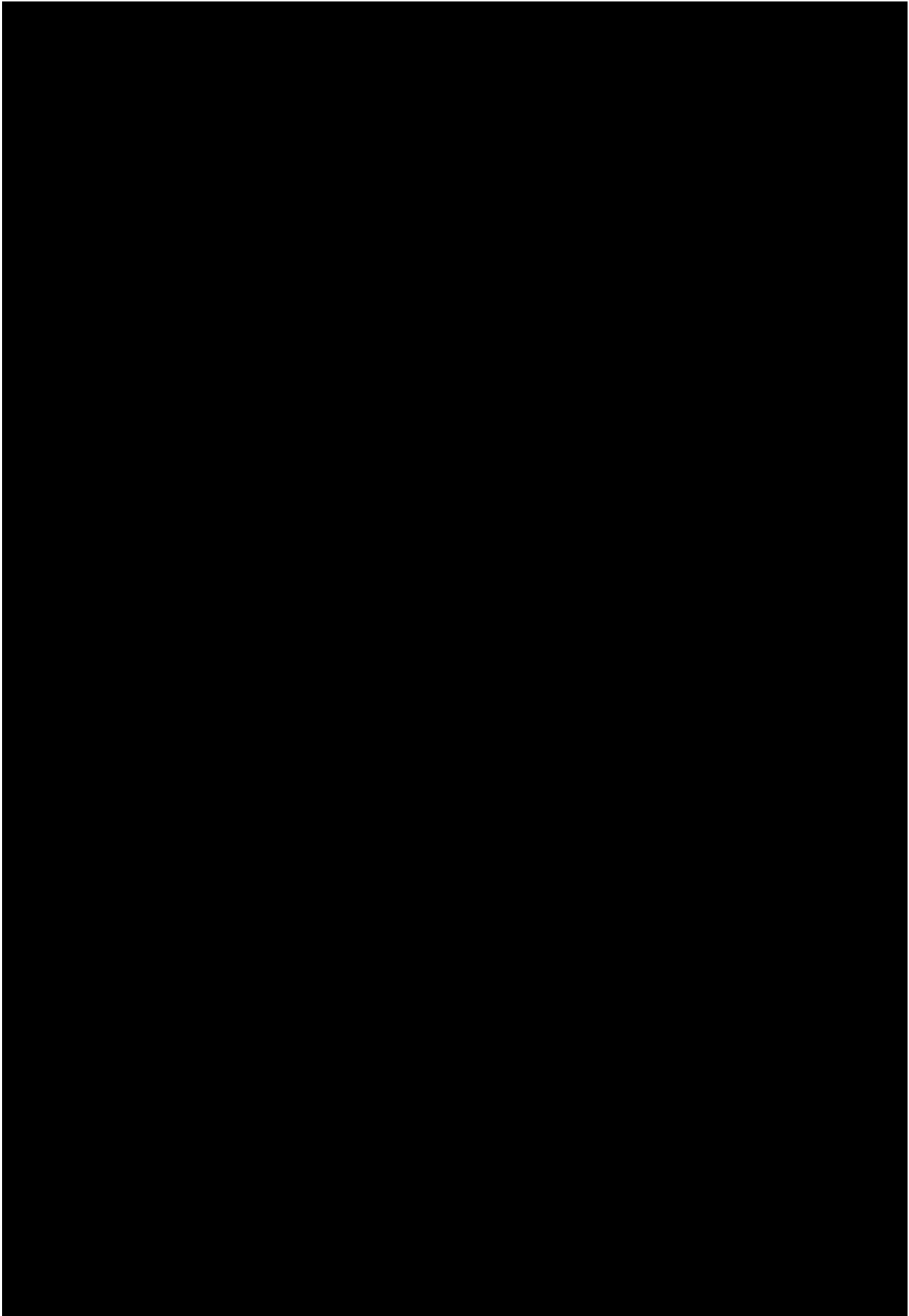
1. DOCUMENTS AS ELECTRONIC FILES

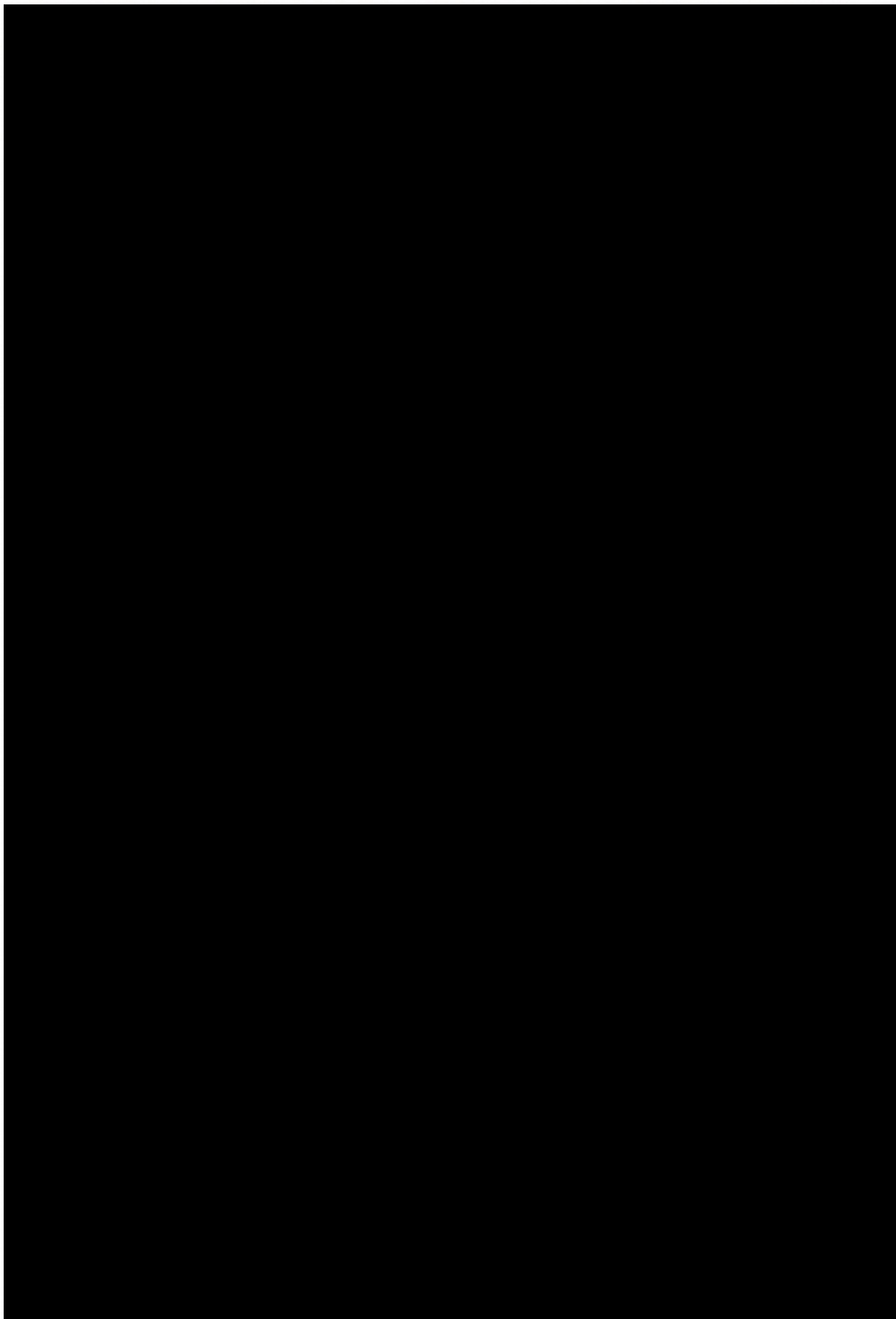
This Schedule C3 contains the documents identified in section 2, which are included in Schedule F1 as electronic files.

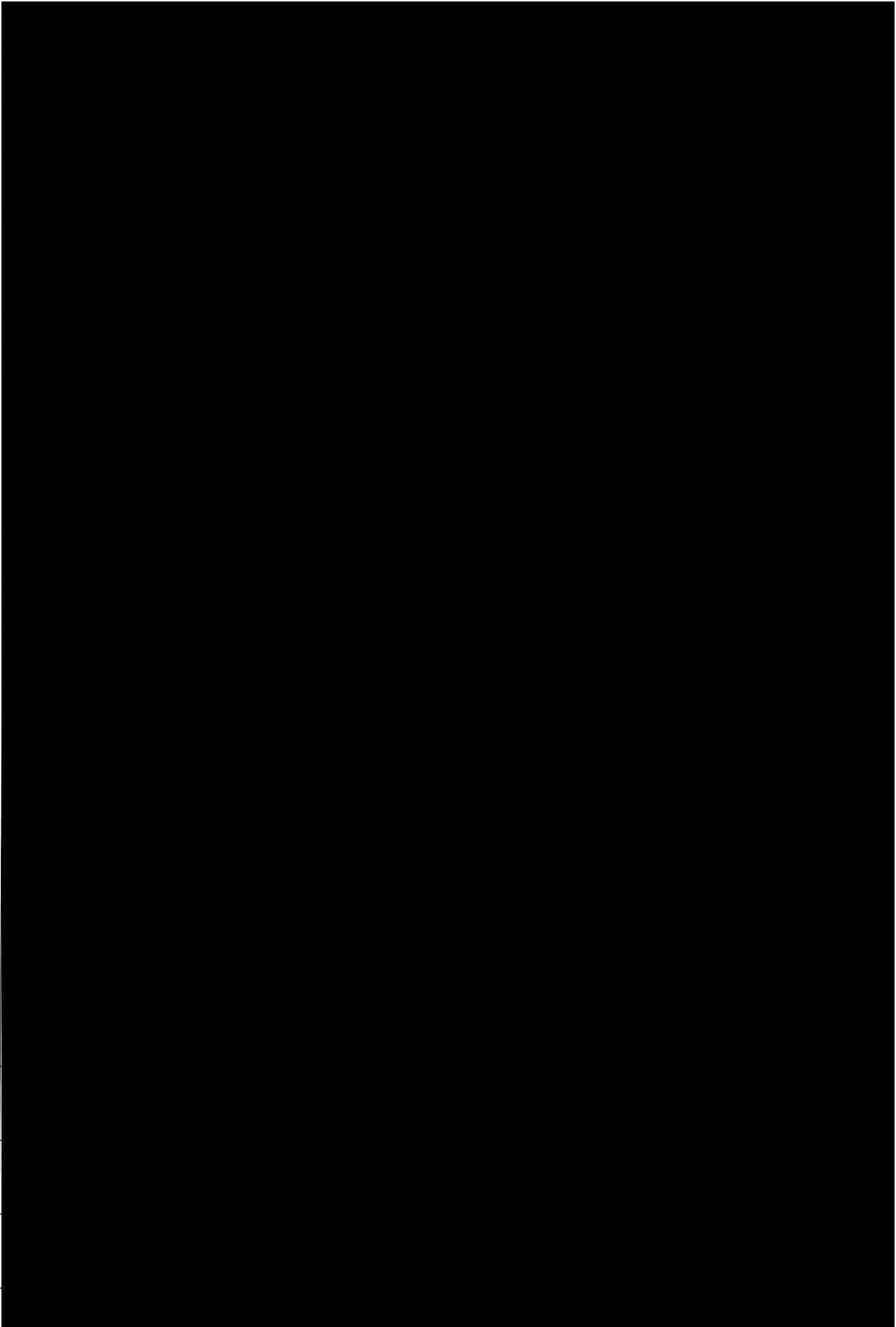
2. DESIGN STAGE 1 DOCUMENT LIST

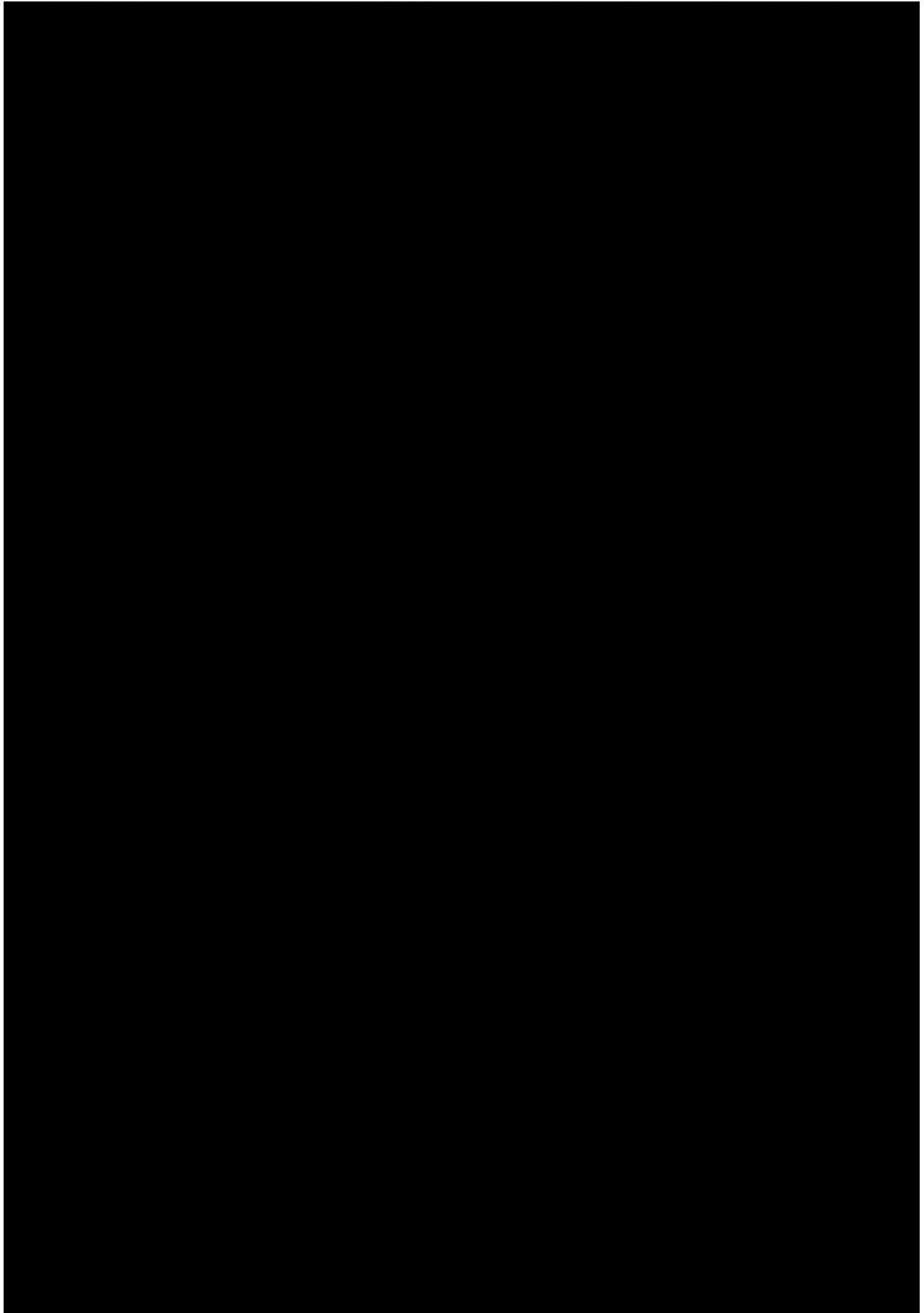
The documents which comprise the Design Stage 1 are set out in the table below:

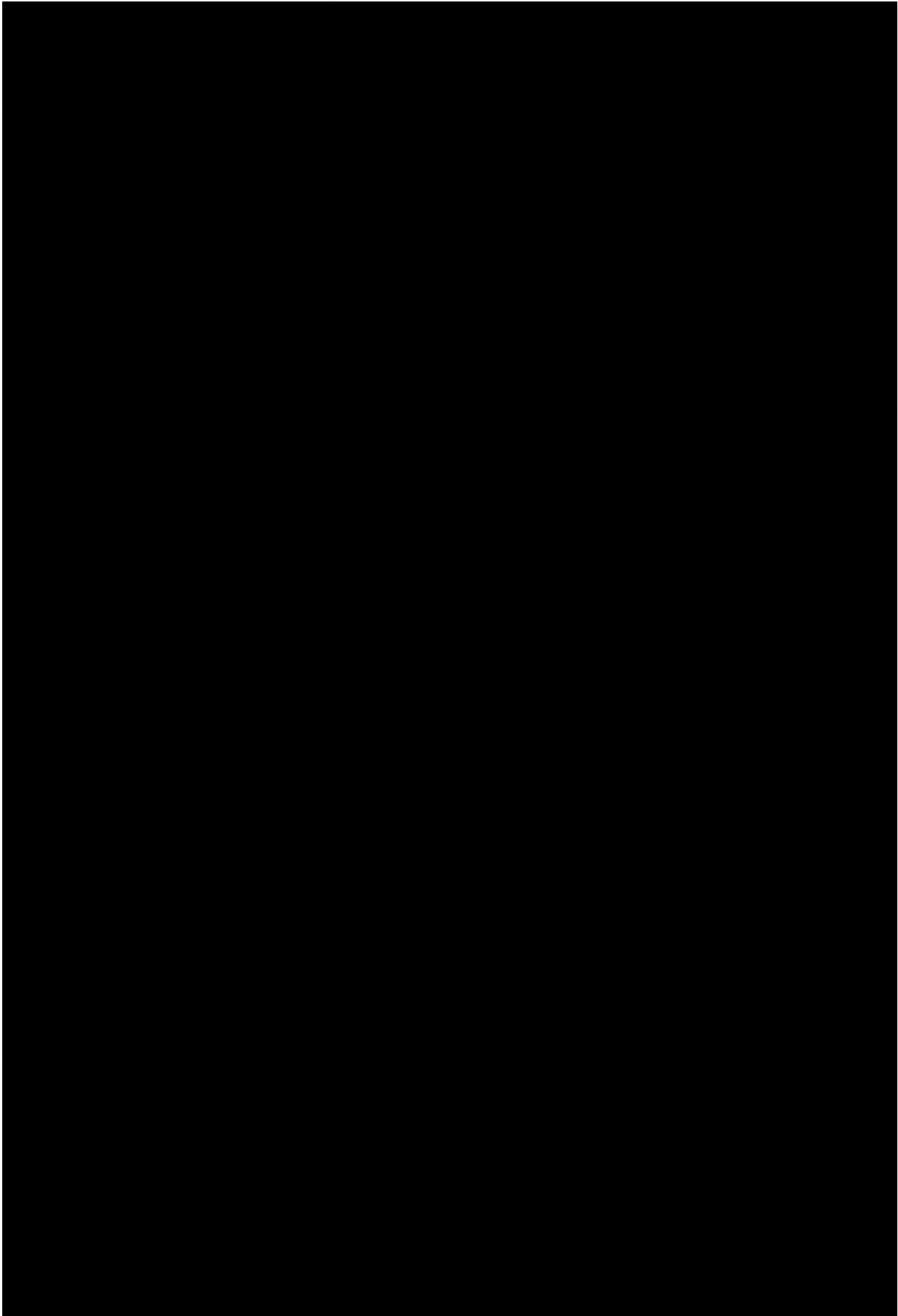


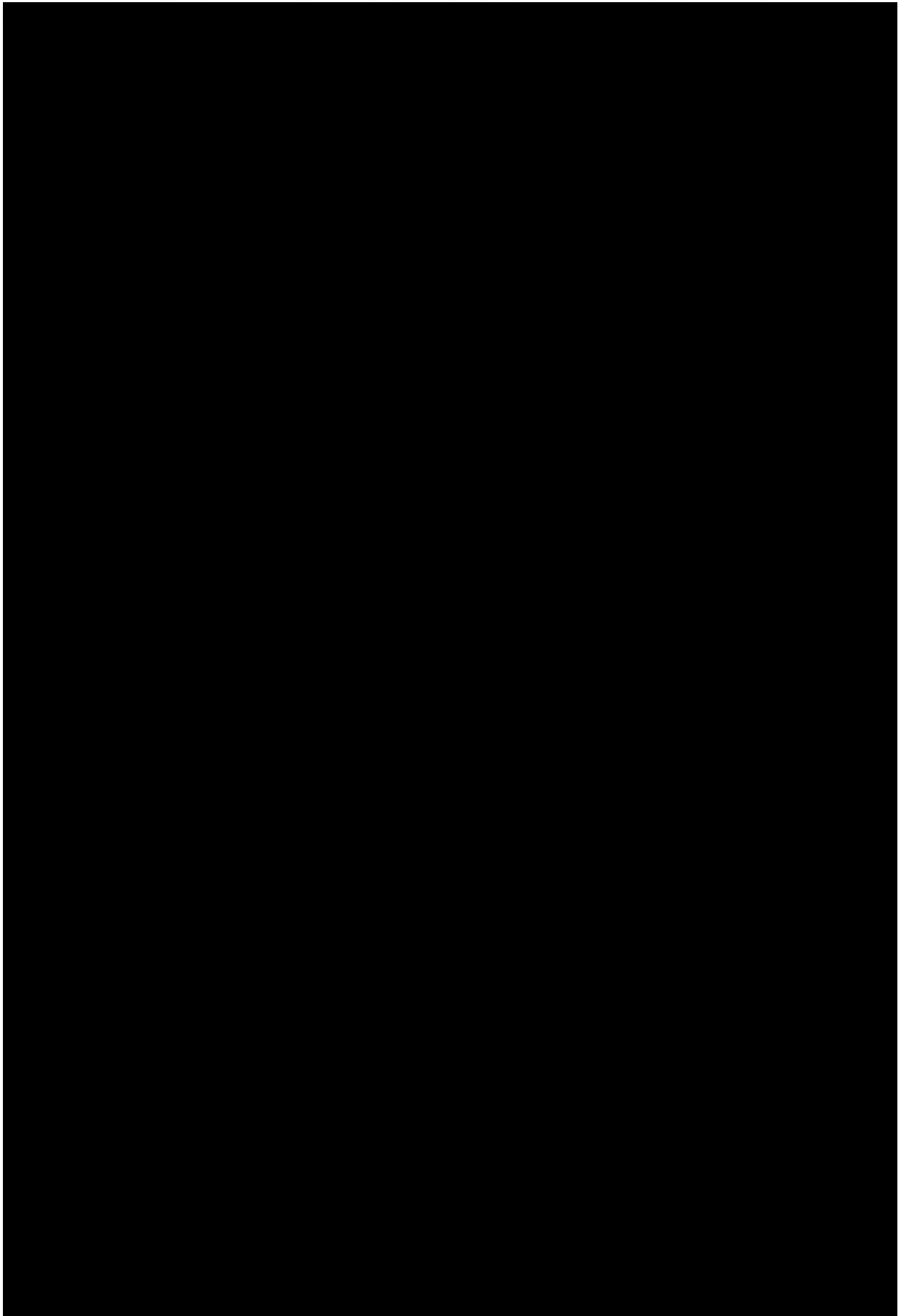


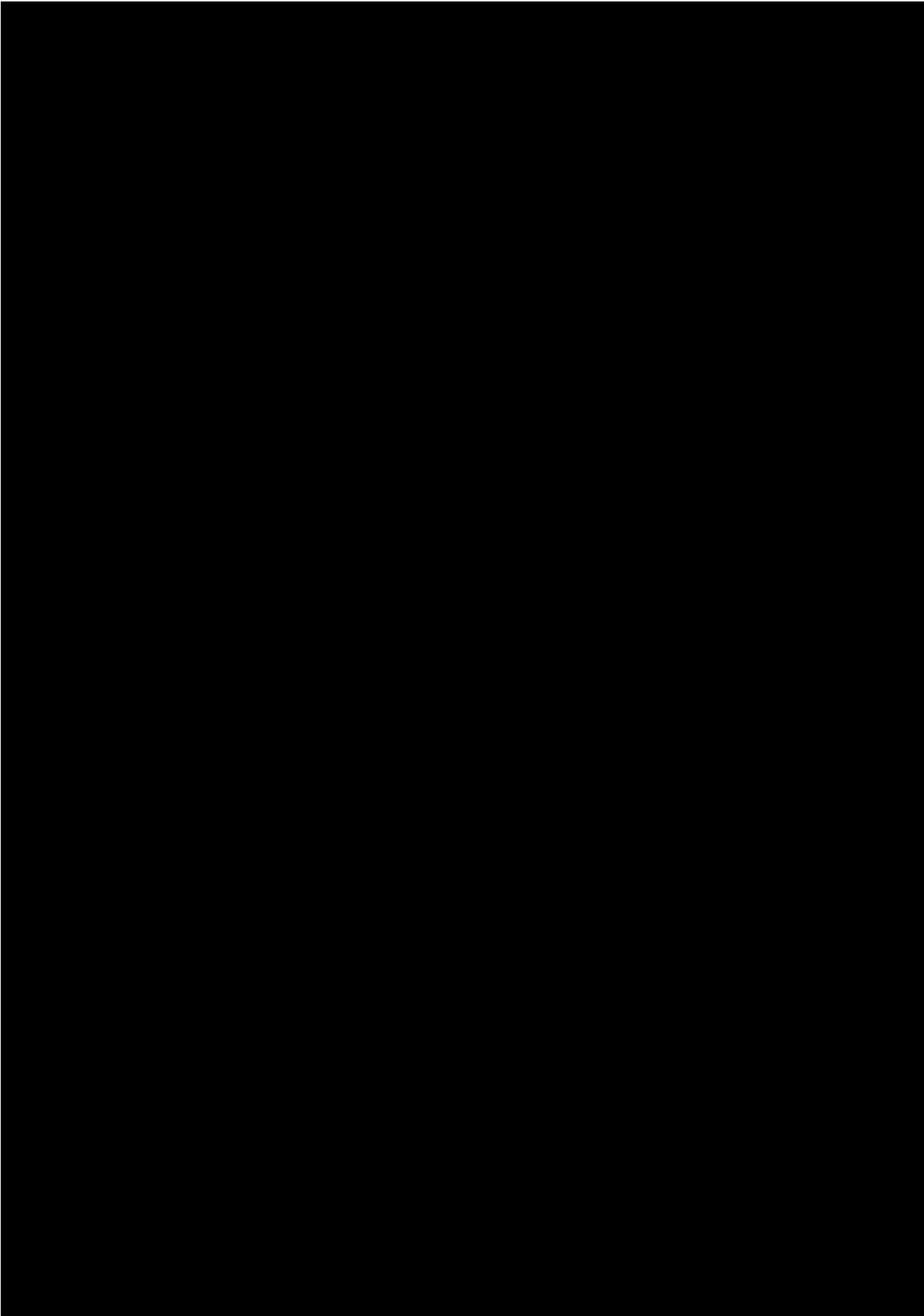


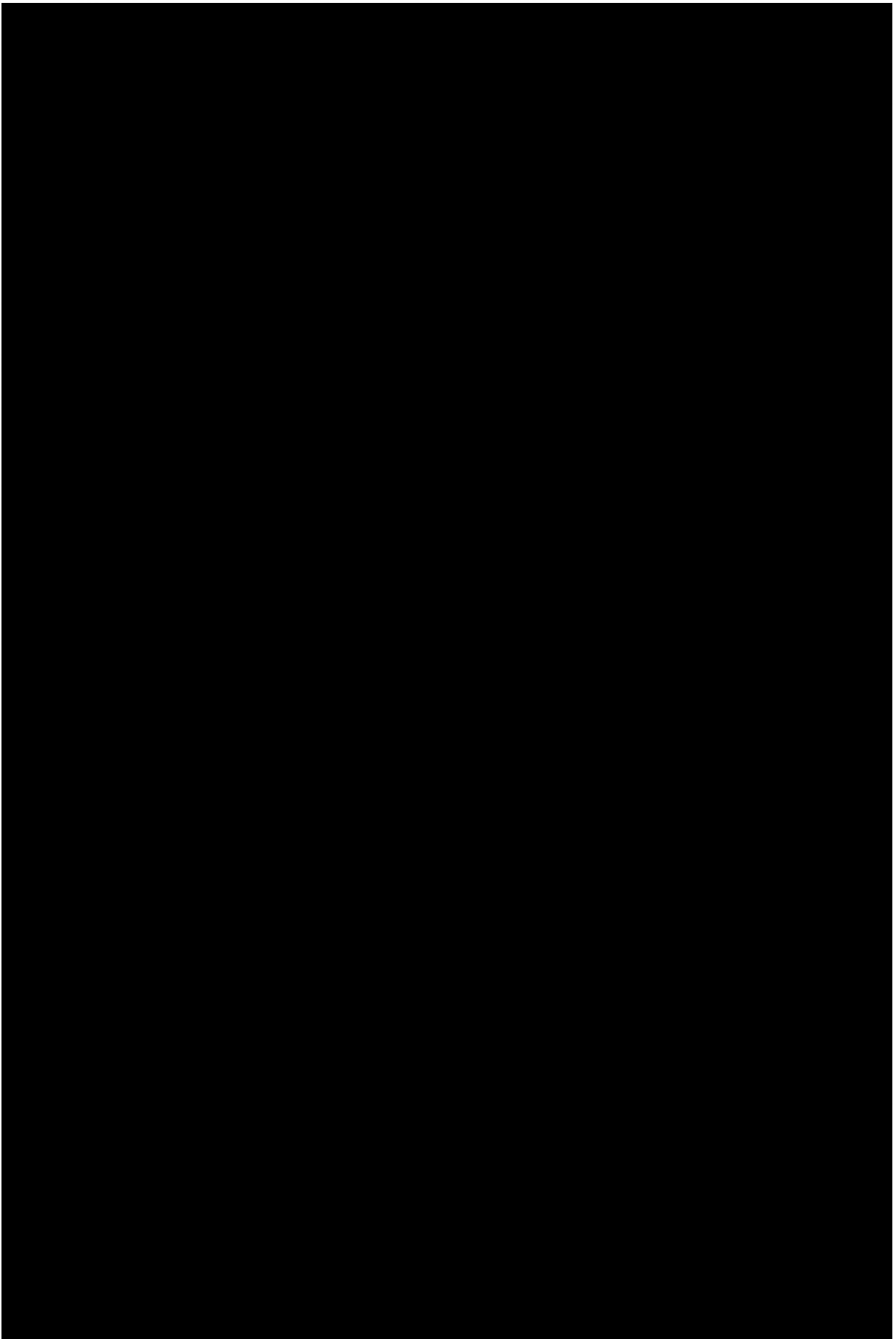


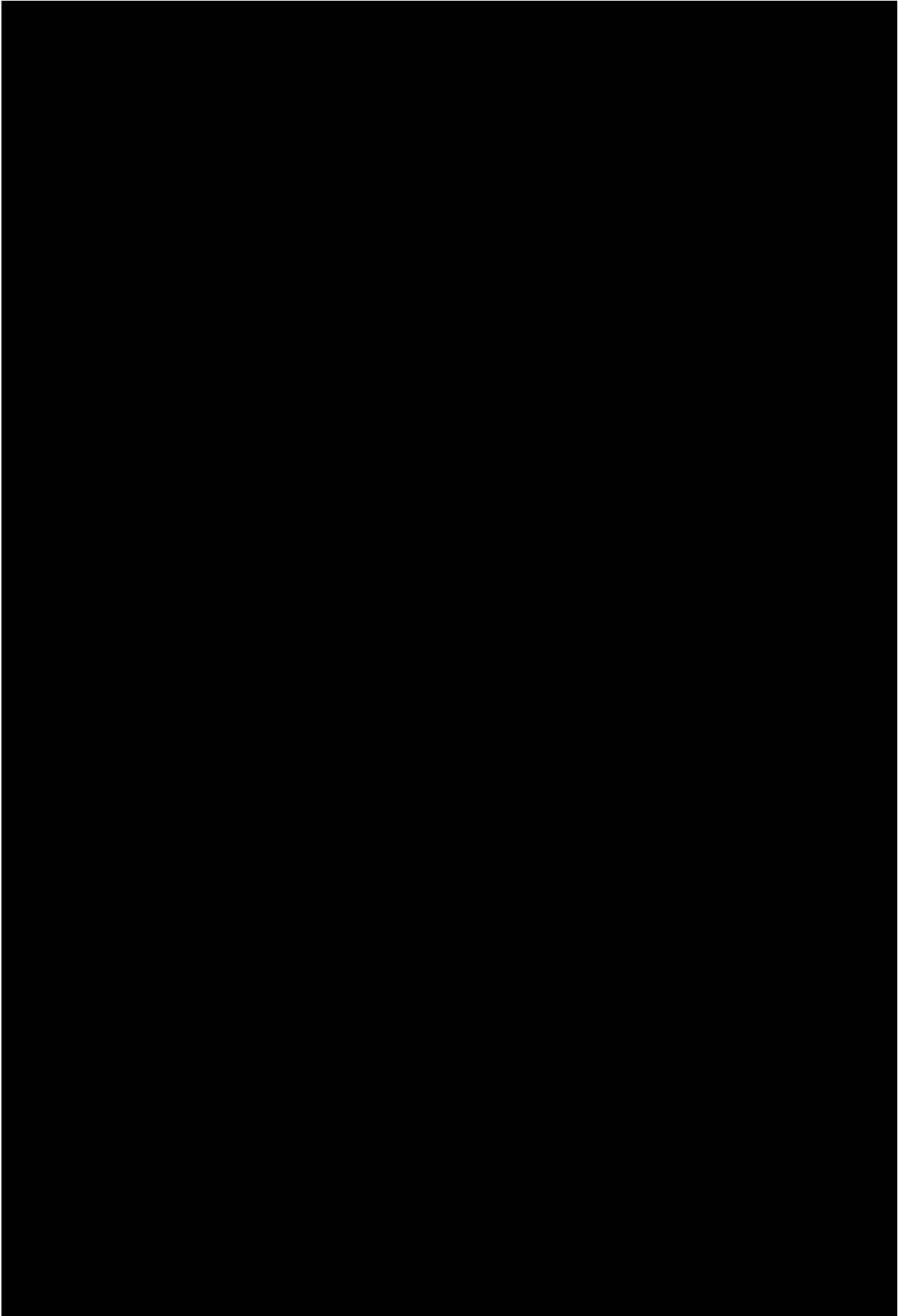


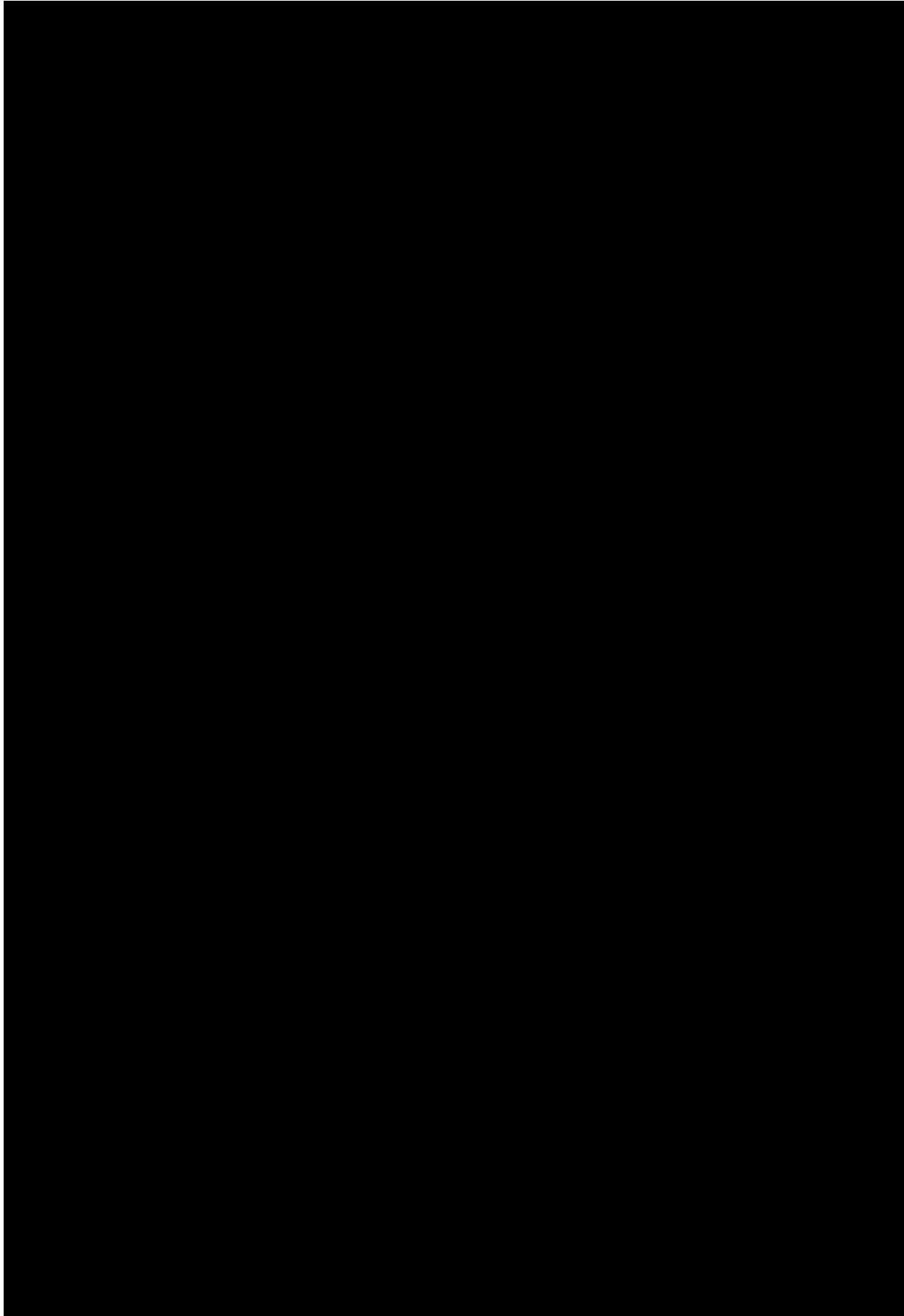


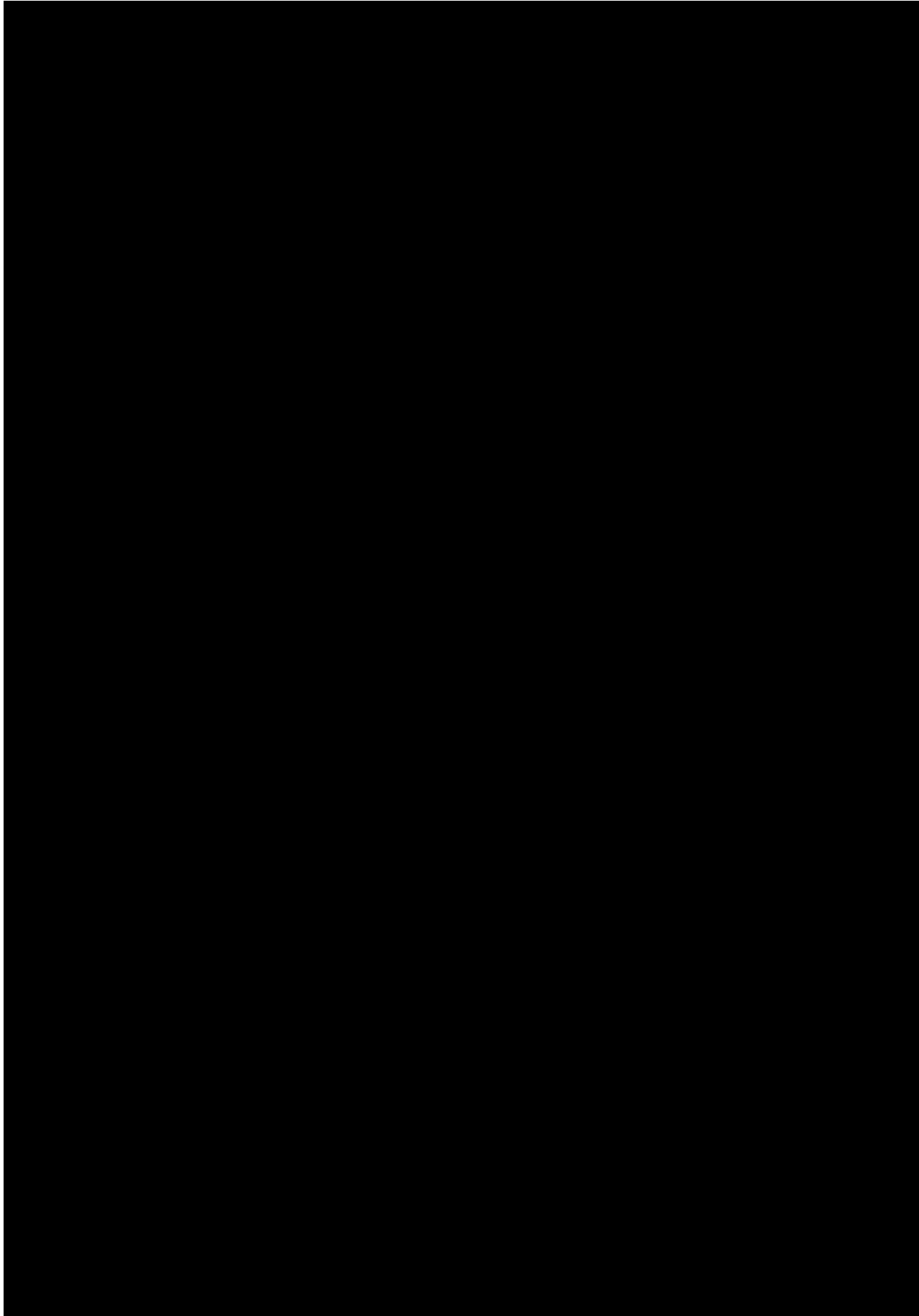


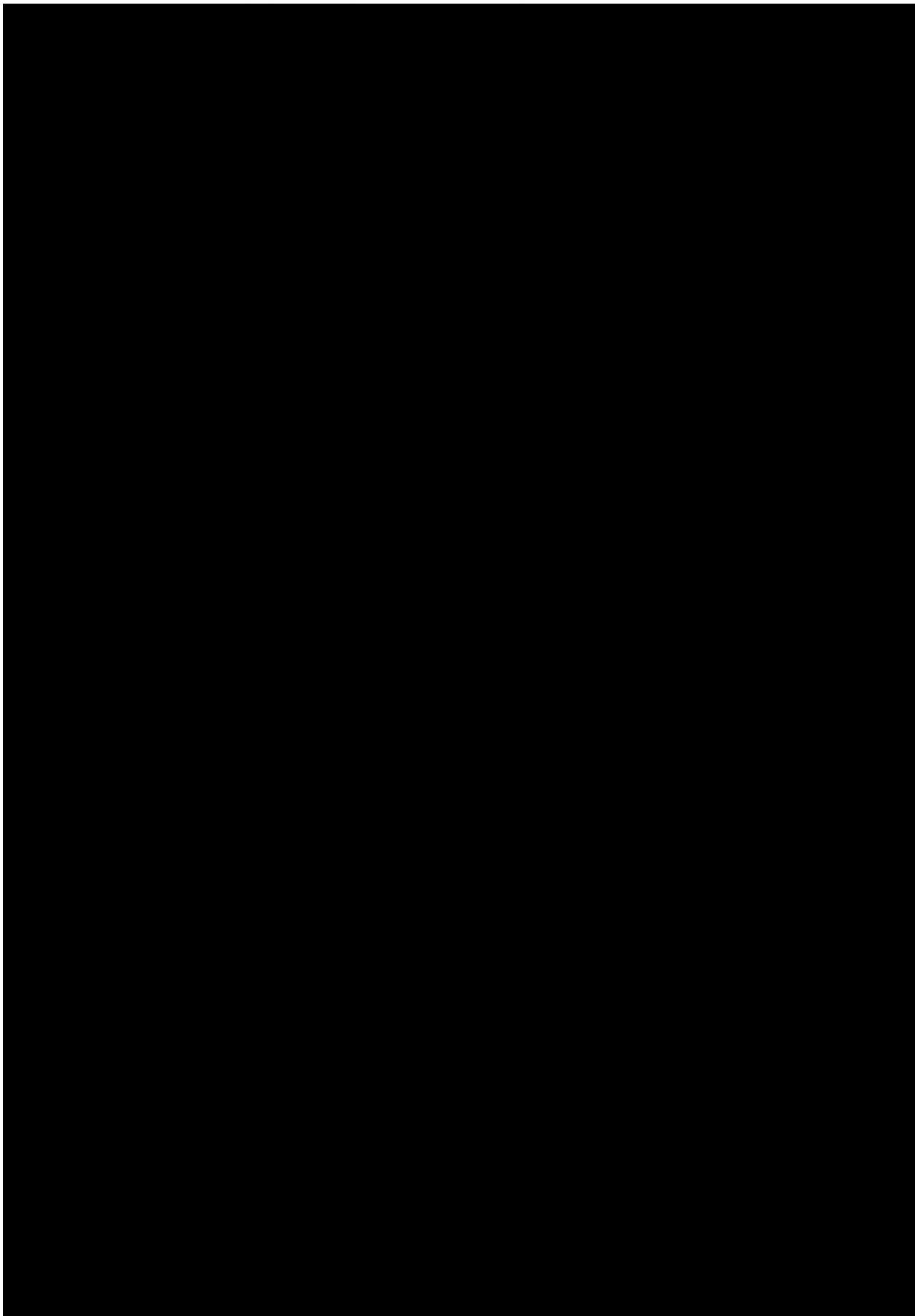


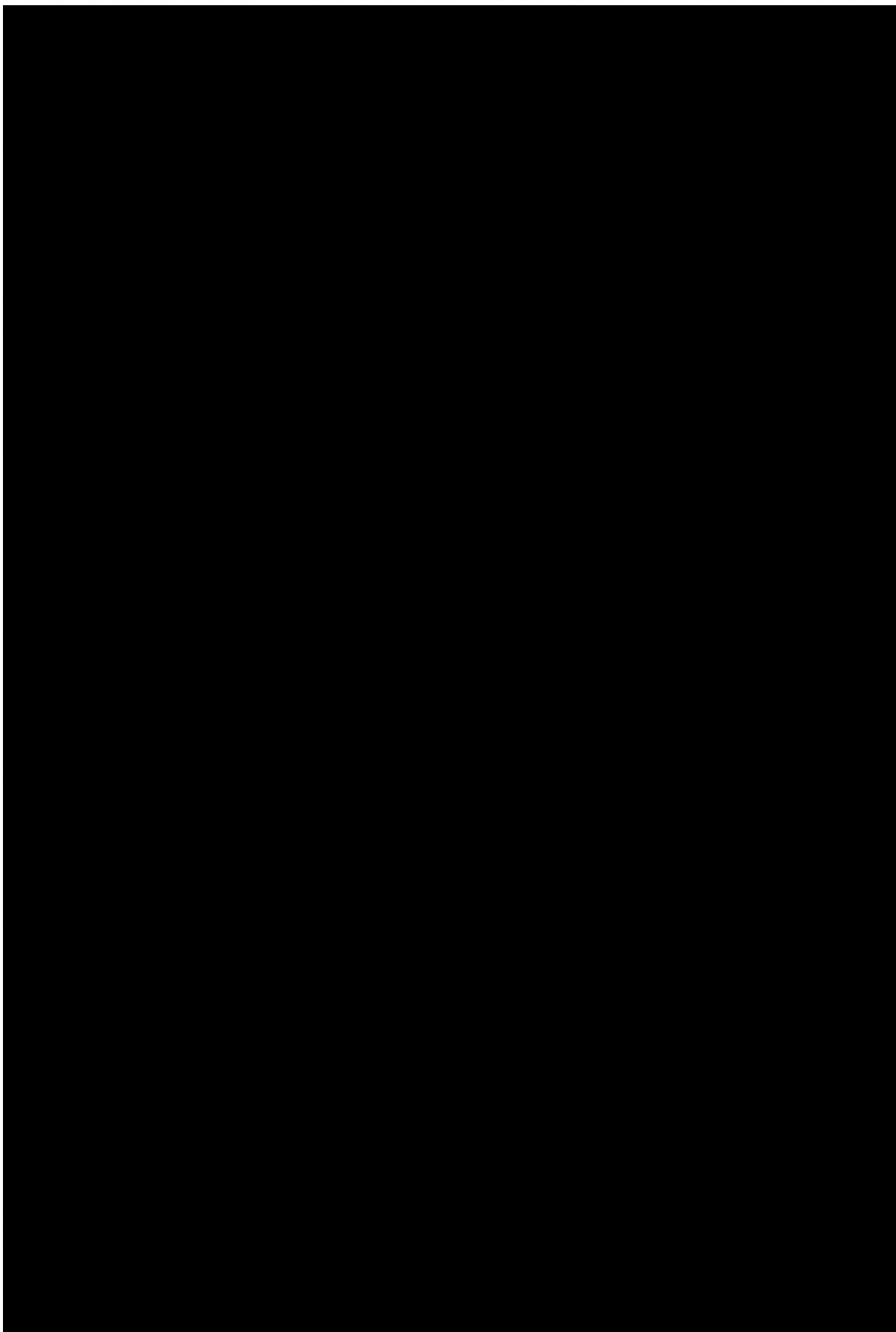


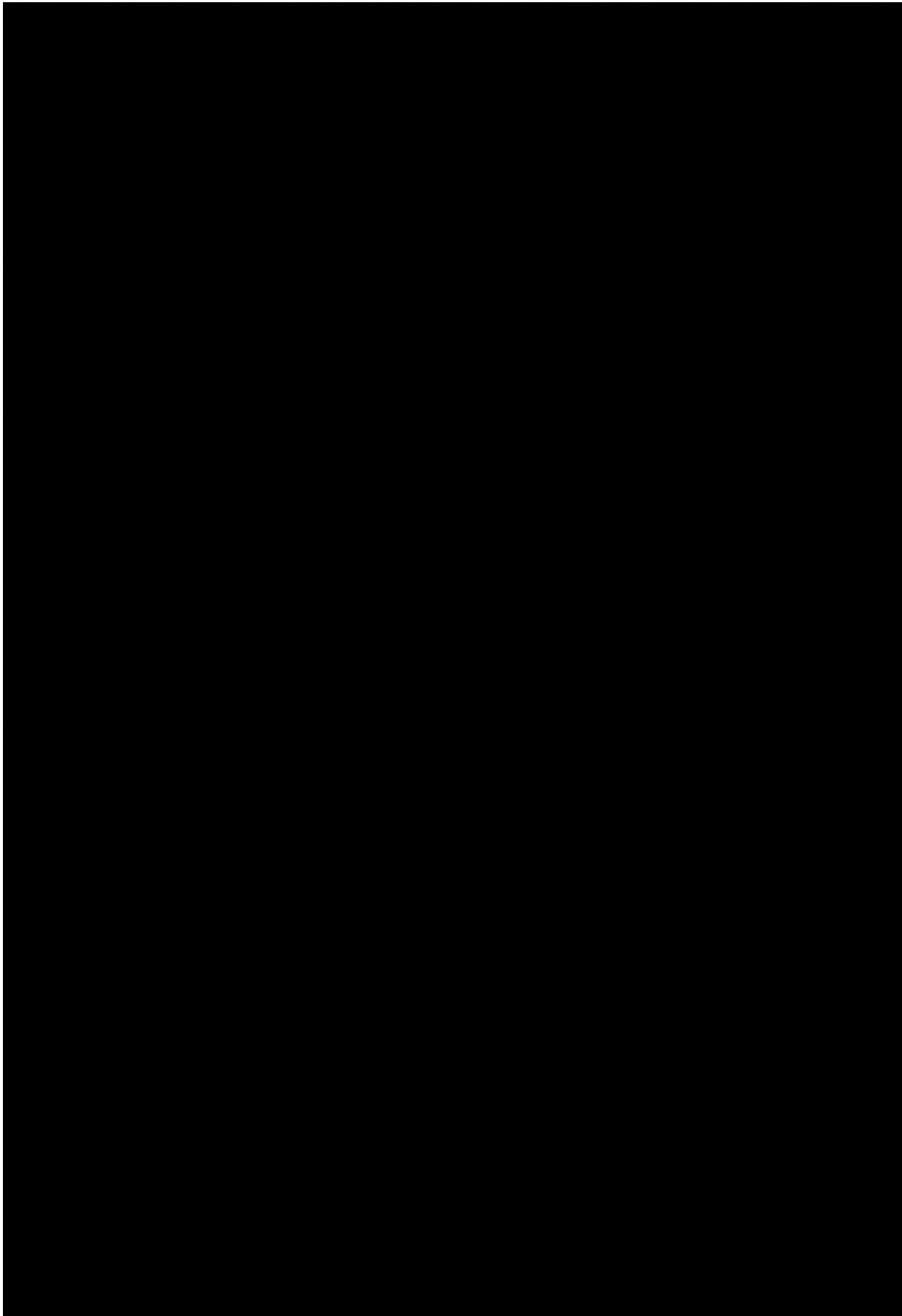


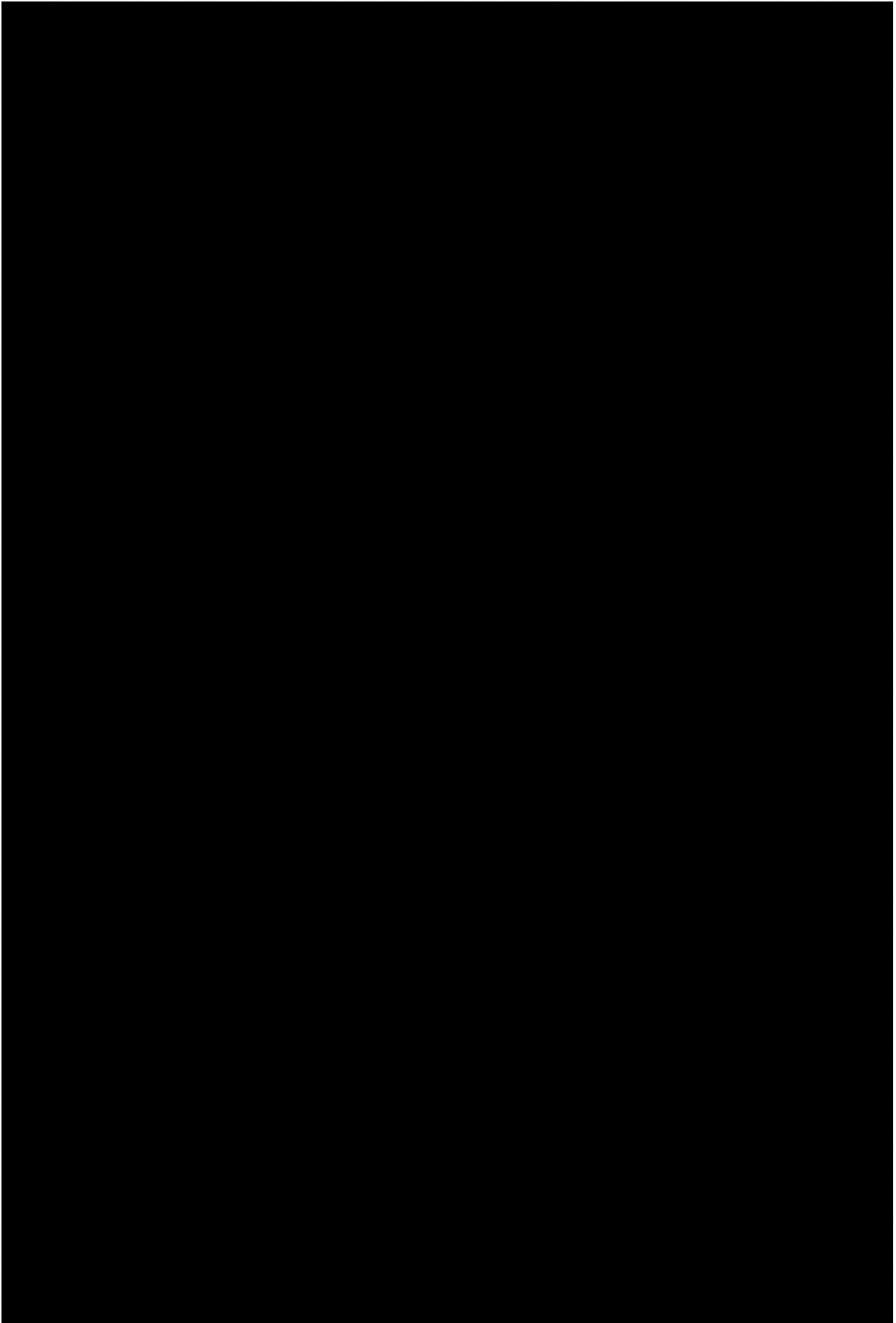


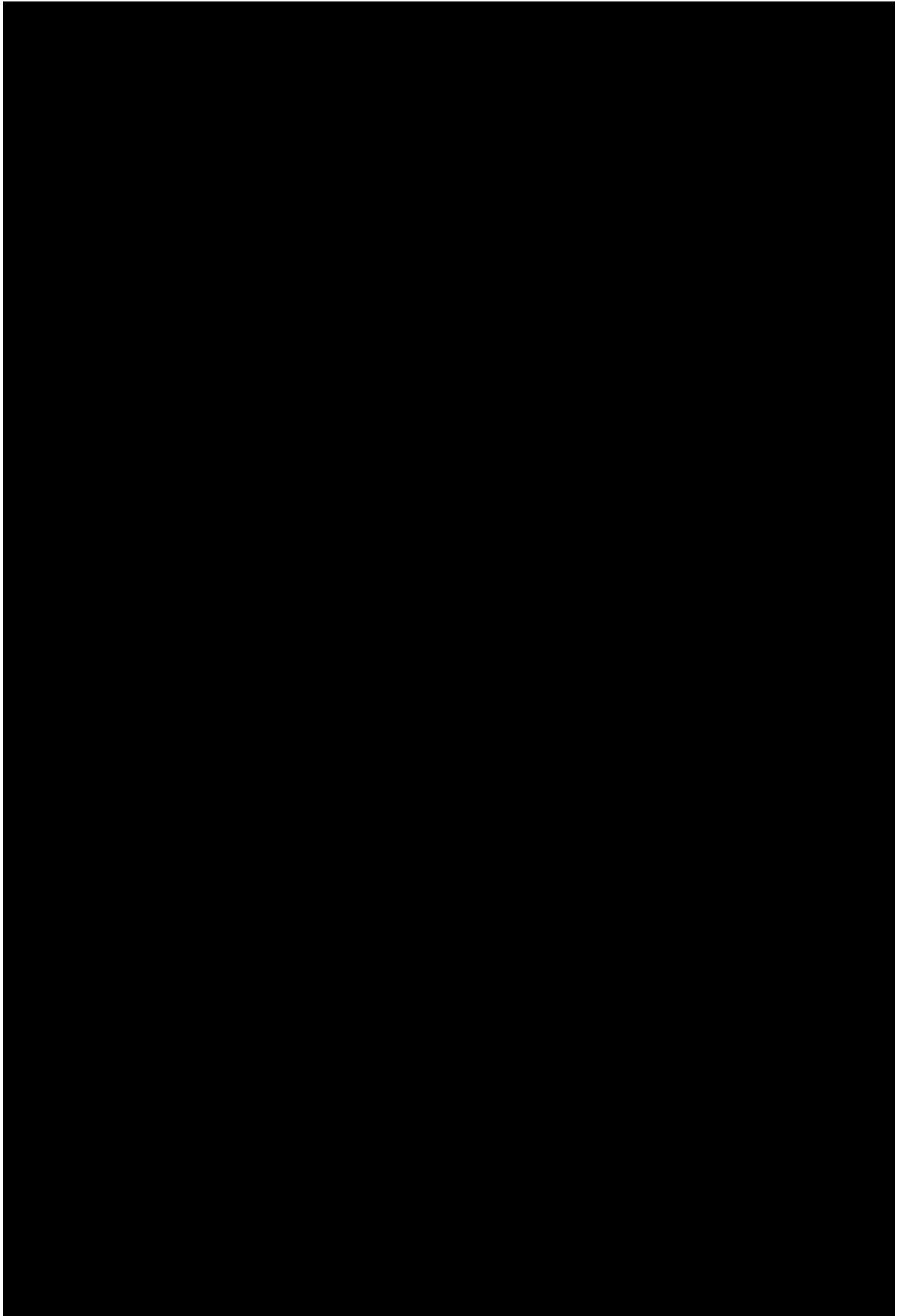


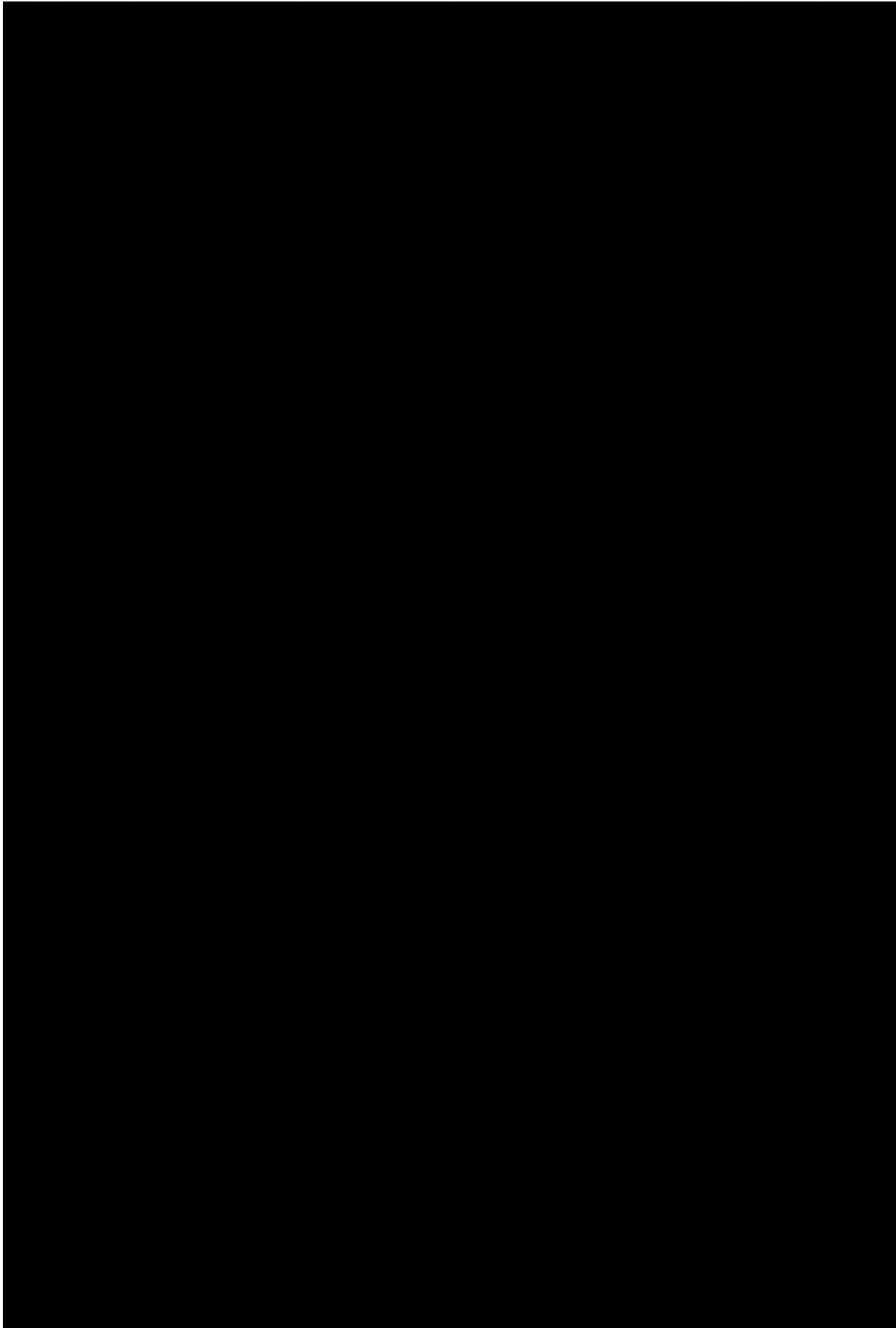


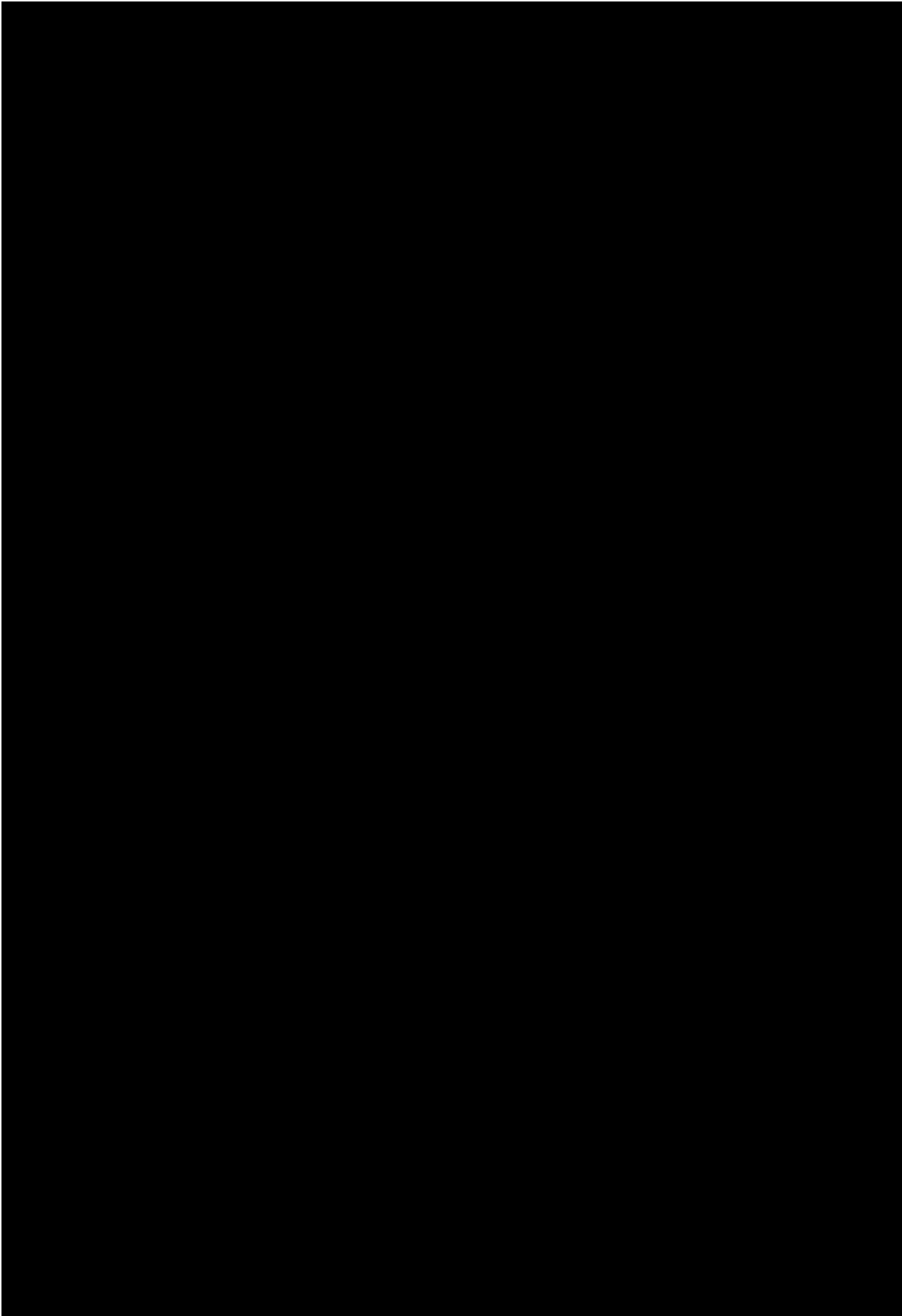


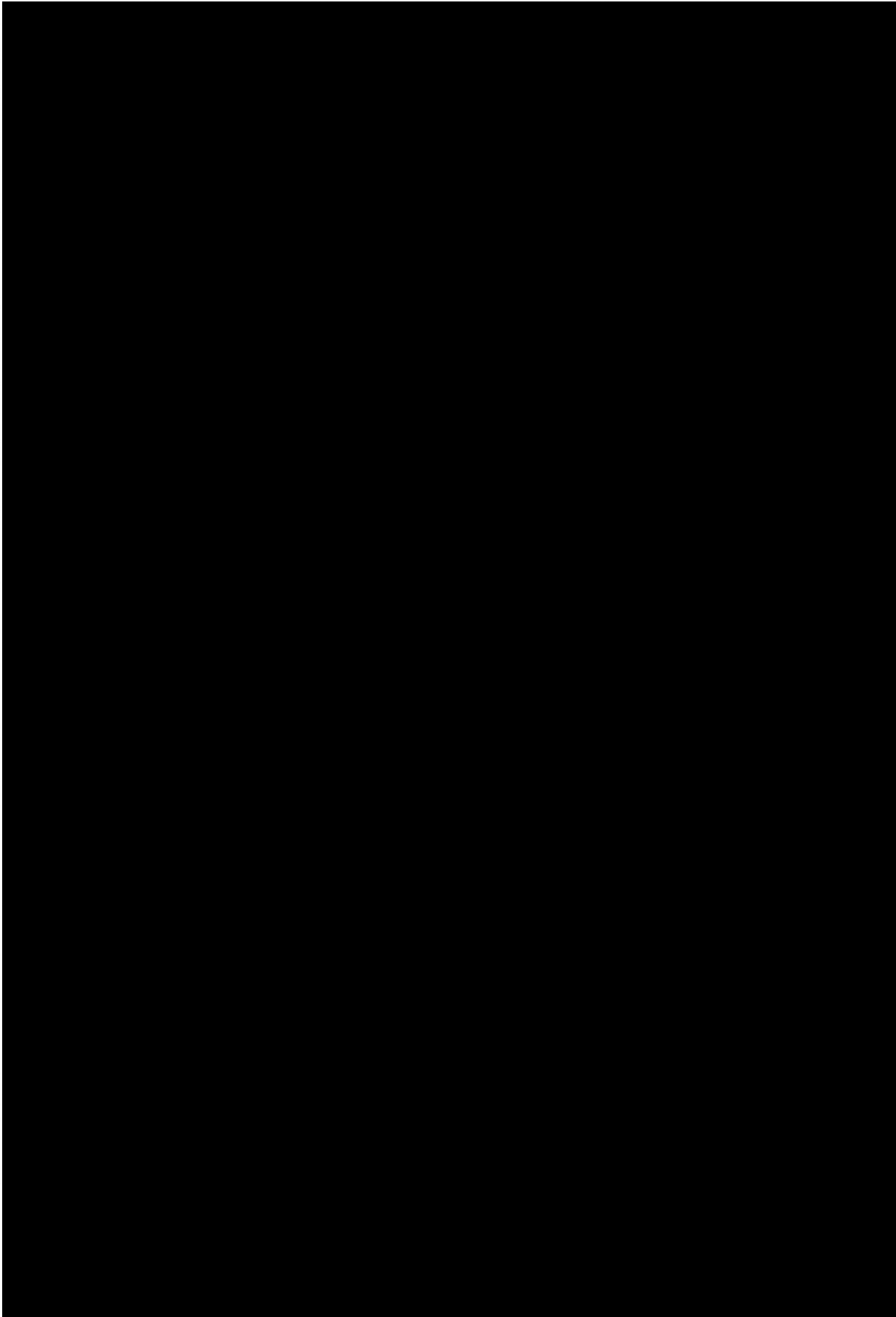


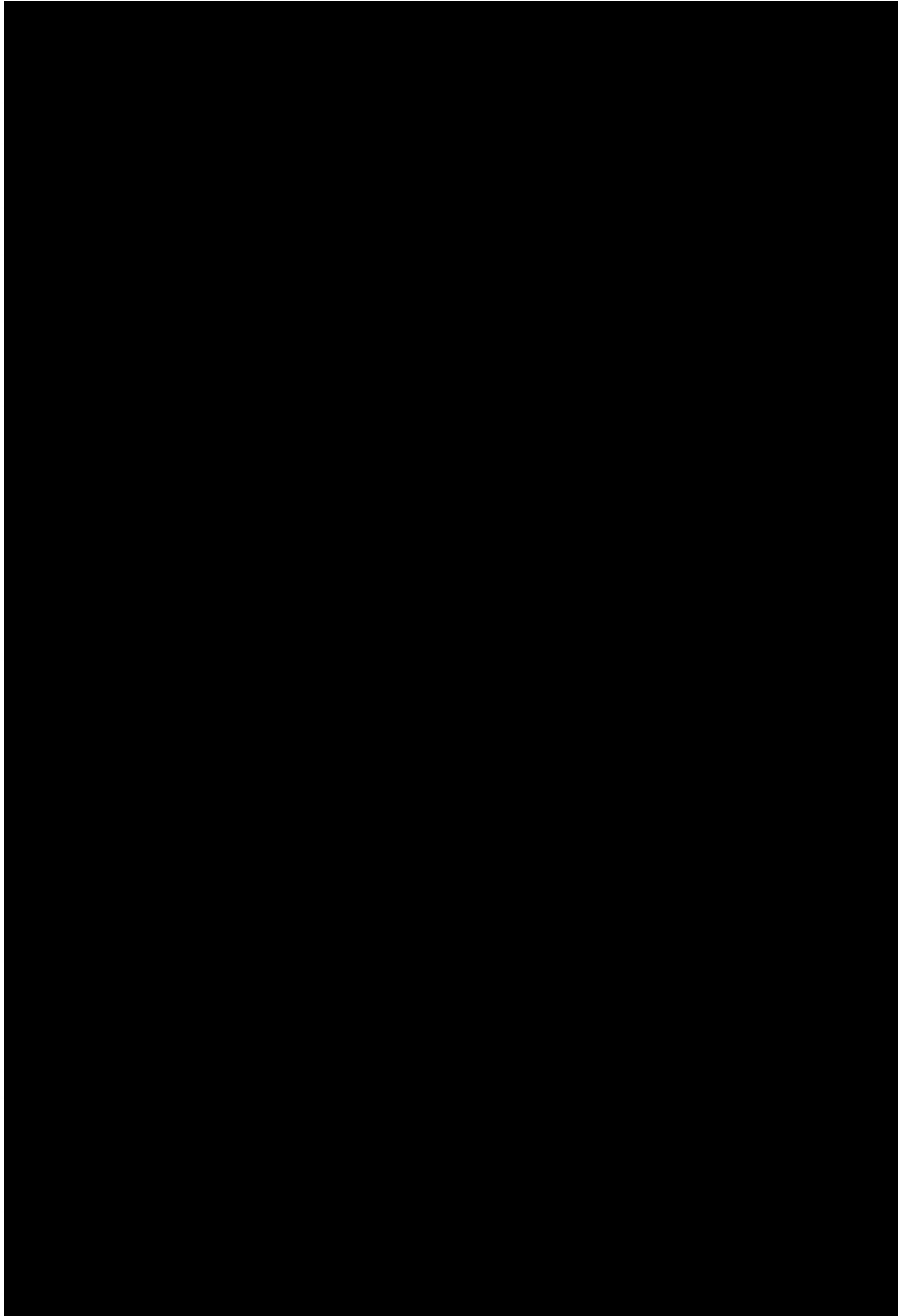


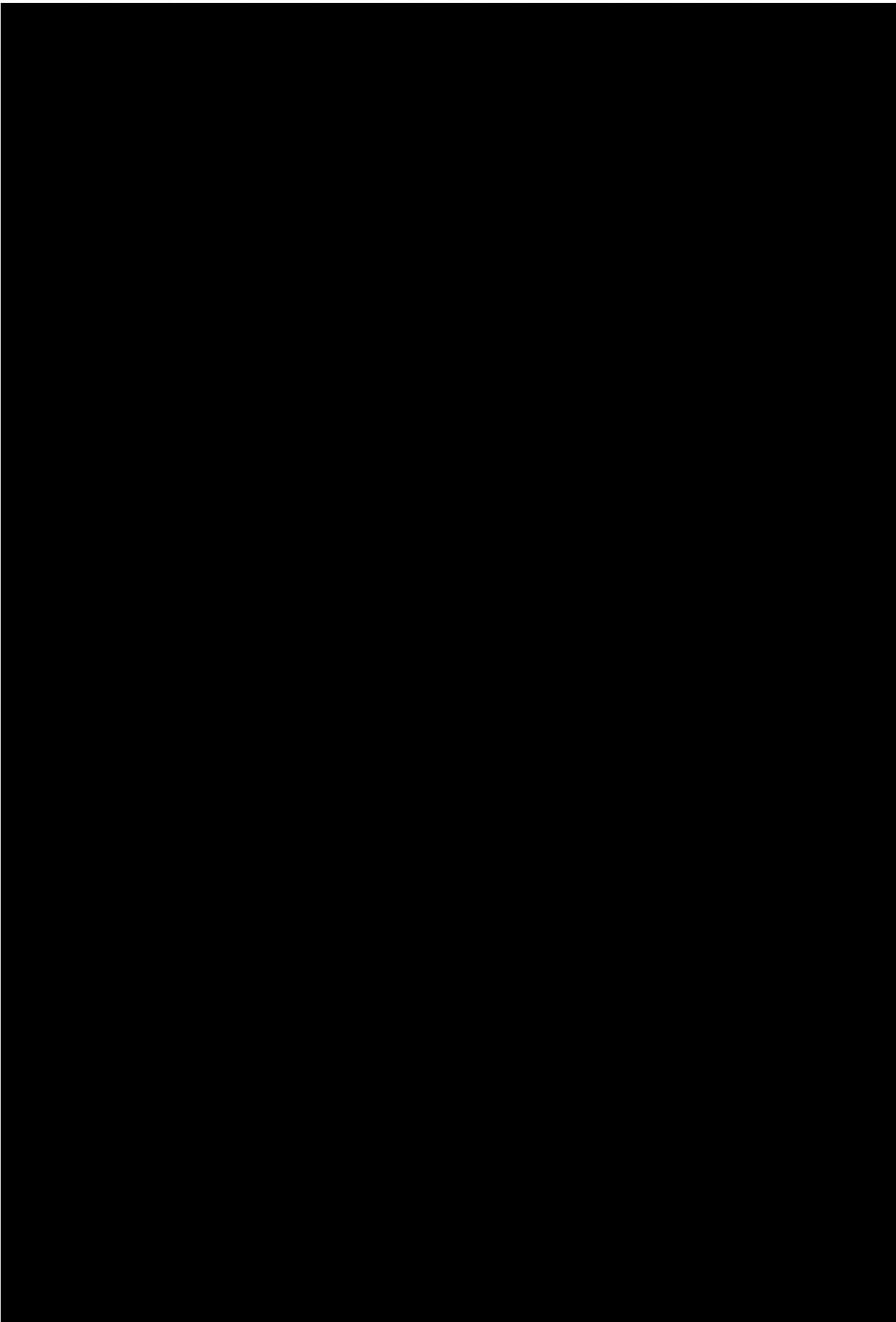


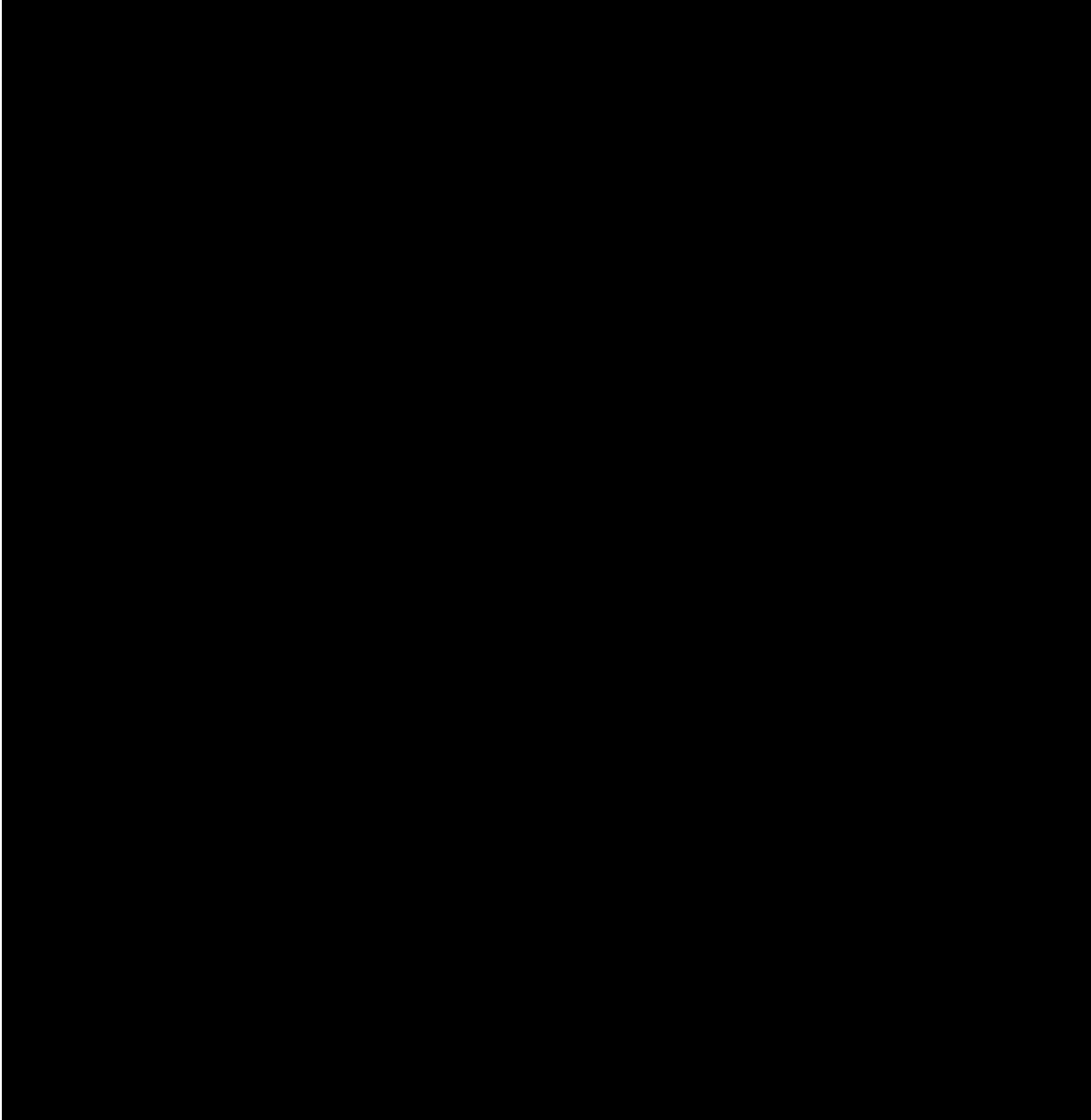












SCHEDULE D1
Not used

**Schedule D2
Environmental Documents and Planning Approval Conditions**

1. Order of Precedence of Environmental Documents

The order of precedence of the Environmental Documents (including certain documents referenced within the Environmental Documents) is as set out below:

- (a) the specific requirements of Appendix 49 to the SWTC only to the extent that those requirements impose a higher standard than is required by the Planning Approval; and
- (b) the Planning Approval.

2. Principal's obligations in respect of Approvals and Environmental Documents

Macquarie must, in performing Macquarie's Activities, comply with all of the obligations, conditions and requirements of the Approvals and Environmental Documents except to the extent that:

- (a) this Schedule D2 provides that the Principal will comply with the obligation, condition or requirement or this Schedule D2 limits Macquarie's obligation in respect of that obligation, condition or requirement; or
- (b) subject to clause 2(c), the obligation, condition or requirement requires the performance of activities which can only be performed after the Portion to which the relevant obligation, condition or requirement relates has been handed over to the Principal (such as a condition to carry out ongoing monitoring).

Nothing in clause 2(b) in any way limits or affects:

- (c) any obligation of Macquarie under any other provision of this deed (including the SWTC), including in relation to property damage or the rectification of Defects, which may require it to perform activities after the Project Works have been handed over to the Principal; or
- (d) Macquarie's obligation to comply with:
 - (i) conditions E60, E61, E63 and E91 of the Planning Approval;
 - (ii) any directions, recommendations or findings made by the Independent Property Impact Assessment Panel established pursuant to condition E62 of the Project Planning Approval in respect of any monitoring, rectification or reinstatement works; and
 - (iii) items WM1 – 4 of the Revised Environmental Mitigation Measures, described in Chapter 11 of the Submissions and Preferred Infrastructure Report.

For the avoidance of doubt, nothing in this Schedule D2 requires Macquarie, in performing Macquarie's Activities, to comply with an obligation, condition or requirement of the Planning Approval to the extent that:

- (a) such obligation, condition or requirement relates to a metro station other than the Martin Place Metro Station; or
- (b) does not relate to Macquarie's Activities.

Nothing in this Schedule D2 requires Macquarie to provide the Principal with any documents, correspondence or materials which are subject to legal privilege.

3. Planning Approval and Revised Environmental Mitigation Measures

- (a) The Principal will comply with the obligations, conditions and requirements of the Project Planning Approval to the extent set out in the table below:

Planning Approval condition number	Extent of the Principal's responsibility for the Planning Approval condition specified
Conditions of Approval	
A4	<p>Macquarie must seek consent for all development (including associated future uses) for the OSD and any over station development associated with the Martin Place Metro Station in accordance with the relevant planning approvals pathways.</p> <p>The Principal will be responsible for seeking consent for all other over station development.</p>
A5	<p>Macquarie must undertake all activities necessary to comply with this condition (except submission to the Secretary) and provide the supporting evidence to the Principal.</p> <p>The Principal will submit the supporting evidence provided by Macquarie, to the Secretary.</p>
A6	<p>The Principal will be responsible for administering condition A6 whereby clarifications may be sought from the Secretary of the Department of Environment and Planning in relation to the interpretation of conditions. Macquarie may refer differing interpretations of the terms of the Planning Approval to the Principal for resolution by the Secretary in accordance with condition A6.</p>
A7	<p>Macquarie must undertake all activities necessary to comply with this condition (except submission to the Secretary) and provide the supporting evidence to the Principal.</p> <p>The Principal will submit the supporting evidence provided by Macquarie, to the Secretary.</p>
A9	<p>Except as otherwise specified in this Schedule D2:</p> <ul style="list-style-type: none"> • Macquarie must undertake all relevant consultation activities necessary to comply with condition A9 and provide all relevant information and documents regarding those consultation activities to the Principal to accompany the relevant strategies, plans, program, reviews, audits, protocols and the like; and • the Principal must fulfil the requirements of this condition A9 only to the extent that the Principal will submit the information provided by Macquarie to the Secretary.
A10	<p>The Principal will be responsible for condition A10.</p>

Planning Approval condition number	Extent of the Principal's responsibility for the Planning Approval condition specified
A12	<p>The Principal must fulfil the requirements of this condition A12 only to the extent that the Principal will prepare and submit a Staging Report to the Secretary.</p> <p>The Principal will provide Macquarie with a copy of the Staging Report and will notify Macquarie of the date of the submission to the Secretary and whether or not Macquarie's Activities commence the first of the proposed stages of construction as detailed in the Staging Report.</p> <p>Macquarie must carry out Macquarie's Activities in accordance with the Staging Report.</p>
A13	The Principal will be responsible for condition A13.
A14	The Principal will be responsible for condition A14. Macquarie must carry out Macquarie's Activities in accordance with the Staging Report.
A21	The Principal will be responsible for condition A21.
A22	<p>The Principal will:</p> <ul style="list-style-type: none"> • engage, nominate and seek approval from the Secretary of a suitably qualified and experienced Environmental Representative; and • be the single point of contact with the Secretary and will provide Macquarie with the date the submission for approval of the Environmental Representative is made, or any other timeframe relevant to this condition A22.
A23	<p>The Principal will seek the approval of the Environmental Representative and notify Macquarie of the approval date.</p> <p>Macquarie must not commence Macquarie's Activities until the relevant timeframe under this condition has passed. Macquarie must carry out Macquarie's Activities in accordance with all requirements and directions of the Environmental Representative(s) issued in accordance with the Planning Approval.</p>
A24	The Principal and Macquarie will cooperate with, assist, and facilitate any actions necessary for the Environmental Representative to carry out its obligations under this condition A24.

Planning Approval condition number	Extent of the Principal's responsibility for the Planning Approval condition specified
<p>A25</p>	<p>The Principal will:</p> <ul style="list-style-type: none"> • engage, nominate and seek approval from the Secretary of a suitably qualified and experienced Acoustics Advisor; and • be the single point of contact with the Secretary and will provide Macquarie with the date the submission for approval of the Acoustics Advisor is made, or any other timeframe relevant to this condition A25. <p>Macquarie must not commence Macquarie's Activities until the relevant timeframe under this condition has passed. Macquarie must cooperate with the Acoustics Advisor by complying with paragraphs (a), (b) and (c) of this condition A25.</p>
<p>A27</p>	<p>The Principal and Macquarie will cooperate with, assist, and facilitate any actions necessary for the Acoustics Advisor to carry out its obligations under this condition A27.</p>
<p>A28</p>	<p>The Principal will be responsible for condition A28.</p> <p>Macquarie will provide the Principal with all relevant information, documents, details and data relating to Macquarie's Activities that are necessary to prepare the Compliance Tracking Program.</p>
<p>A29</p>	<p>The Principal will:</p> <ul style="list-style-type: none"> • prepare and submit the Compliance Tracking Program to the Secretary; and • provide Macquarie with the date of this submission, or any other timeframe relevant to this condition. <p>Macquarie must not commence Macquarie's Activities until the relevant timeframe under this condition has passed.</p>
<p>A30</p>	<p>The Principal will lead the implementation of the Compliance Tracking Program (except where the program specifies that Macquarie is responsible for internal surveillance activities) and be the single point of contact with the Secretary in relation to the Compliance Tracking Program.</p> <p>Macquarie must comply with, implement and carry out the Compliance Tracking Program with respect to Macquarie's Activities and provide the Principal with all the available information, documents, details and data relating to Macquarie's Activities that support the development, implementation and endorsement of the Compliance Tracking Program and participate in any activities necessary under the Compliance Tracking Program.</p>

Planning Approval condition number	Extent of the Principal's responsibility for the Planning Approval condition specified
A31	<p>The Principal will:</p> <ul style="list-style-type: none"> • prepare the Pre-Construction Compliance Report and be the single point of contact with the Secretary; and • provide Macquarie with the date the Pre-Construction Compliance Report is submitted to the Secretary, or any other timeframe relevant to this condition. <p>Macquarie will provide the Principal with all relevant information, documents, details and data relating to Macquarie's Activities that are necessary to prepare the Pre-Construction Compliance Report and participate in any of the activities necessary under the Pre-Construction Compliance Report.</p> <p>Macquarie must not commence Macquarie's Activities until the relevant timeframe under this condition has passed.</p>
A32	The Principal will be responsible for condition A32.
A33	The Principal will notify Macquarie when the Pre-Construction Compliance Report has been submitted to the Secretary. Macquarie must not commence Macquarie's Activities until the Pre-Construction Compliance Report has been submitted to the Secretary.
A34	<p>The Principal will prepare the Construction Compliance Reports and be the single point of contact with the Secretary.</p> <p>Macquarie must provide the Principal with all relevant information, documents, details and data relating to Macquarie's Activities that support the required reporting in the Construction Compliance Reports.</p>
A35	The Principal will be responsible for condition A35. Macquarie must provide the Principal with all relevant information, documents, details and data relating to Macquarie's Activities necessary for the Principal to prepare the Pre-Operation Compliance Report.
A36	The Principal will be responsible for condition A36.
A37	<p>The Principal will provide Macquarie with the date the Environmental Audit Program is submitted to the Secretary, or any other timeframe relevant to this condition A37.</p> <p>Macquarie must provide the Principal with all relevant information, documents, details and data relating to Macquarie's Activities that support the development, implementation and endorsement of the Environmental Audit Program and participate in any activities necessary under the Environmental Audit Program.</p>

Planning Approval condition number	Extent of the Principal's responsibility for the Planning Approval condition specified
<p>A38</p>	<p>The Principal will be responsible for condition A38.</p> <p>Macquarie must provide the Principal with all relevant information, documents, details and data relating to Macquarie's Activities that support the development, implementation and endorsement of the Environmental Audit Program and participate in any activities necessary under the Environmental Audit Program.</p>
<p>A39</p>	<p>The Principal will comply with this condition, noting that Macquarie must cooperate with the Principal in relation to the independent environmental audits referred to in condition A39 and must provide the Principal and the environmental auditors with all relevant information, documents, details and data relating to Macquarie's Activities that support the development, implementation and endorsement of the Environmental Audit Program and participate in any activities necessary under the Environmental Audit Program.</p>
<p>A40</p>	<p>The Principal will comply with this condition, relying on information in respect of Macquarie's Activities provided by Macquarie to the Principal.</p> <p>Macquarie must cooperate with the Principal in relation to the independent environmental audits referred to in condition A39 and must provide the Principal with all relevant information, documents, details and data relating to Macquarie's Activities that support the development, implementation and endorsement of the Environmental Audit Program and participate in any activities necessary under the Environmental Audit Program, including by assisting the Principal to formulate responses to the recommendations contained in the independent environmental audits referred to in condition A39.</p> <p>The Principal will submit the Environmental Audit Program to the Secretary.</p>
<p>A41</p>	<p>The Principal will comply with this condition, relying on information in respect of Macquarie's Activities provided by Macquarie. Macquarie must immediately notify the Principal of any incident and promptly provide the Principal with all the information, documents, details and data relating to Macquarie's Activities in relation to any incident.</p> <p>The Principal acknowledges that if Macquarie or its Subcontractors are legally required to provide notification of certain incidents to the Department of Planning and Environment or Environment Protection Authority or other relevant public authority, then they may do all things necessary to comply with any such legal obligations.</p>

Planning Approval condition number	Extent of the Principal's responsibility for the Planning Approval condition specified
A42	<p>The Principal will comply with this condition, relying on information in respect of Macquarie's Activities provided by Macquarie. Macquarie must promptly provide the Principal with all the relevant information, documents, details and data relating to Macquarie's Activities in relation to any incident.</p> <p>The Principal acknowledges that if Macquarie or its Subcontractors are legally required to provide notification of certain incidents to the Department of Planning and Environment or Environment Protection Authority or other relevant public authority, then they may do all things necessary to comply with any such legal obligations.</p>
A43	<p>The Principal will provide Macquarie with any requirements of the Secretary or relevant public authority to address the cause or impact of the incident reported in accordance with condition A41.</p>
A44	<p>The Principal will comply with this condition, relying on information in respect of Macquarie's Activities provided by Macquarie. Macquarie must promptly provide the Principal with all relevant information, documents, details and data relating to Macquarie's Activities to enable the Principal to comply with this condition, including details of any notification given to a relevant authority under the <i>Protection of the Environment Operations Act 1997</i> (NSW).</p>
B1	<p>The Principal will prepare and submit for approval an overarching Community Communication Strategy. Macquarie must also prepare its own Community Communication Strategy applying to Macquarie's Activities within a reasonable timeframe for the Principal to review and submit to the Secretary for approval in accordance with condition B3. Macquarie's Community Communication Strategy must be consistent with the Principal overarching Community Communication Strategy and prepared in accordance with the requirements in Appendix 51 to the SWTC.</p>
B3	<p>The Principal must fulfil the requirements of this condition B3 only to the extent that the Principal will submit the Community Communication Strategy prepared by Macquarie to the Secretary for approval and advise Macquarie when the Secretary approves Macquarie's Community Communication Strategy.</p>
B4	<p>Macquarie must not commence construction until the Macquarie's Community Communication Strategy has been approved by the Secretary or such other timeframe agreed by the Secretary under condition B4 has passed.</p>
B5	<p>The Principal is responsible for this condition, except that Macquarie is responsible to the extent that the Overarching Community Communication Strategy requires actions to be undertaken by Macquarie or imposes requirements in respect of Macquarie's Activities. Macquarie must implement Macquarie's own Community Communication Strategy and comply with the requirements in Appendix 51 to the SWTC.</p>

Planning Approval condition number	Extent of the Principal's responsibility for the Planning Approval condition specified
B6	<p>The Principal must fulfil the requirements of this condition B6 only to the extent that the Principal will prepare the Construction Complaints Management System.</p> <p>Macquarie will be responsible for the implementation of the Construction Complaints Management System with respect to Macquarie's Activities in accordance with the requirements in Appendix 51 to the SWTC.</p>
B7	<p>The Principal will be responsible for condition B7, except that Macquarie is required to implement and maintain the Complaints Register prepared by the Principal in accordance with the requirements in Appendix 51 to the SWTC.</p> <p>Macquarie must promptly provide the Principal with all the information, documents, details and data relating to Macquarie's Activities in relation to the complaints received.</p>
B8	<p>The Principal will be responsible for condition B8, except to the extent that Macquarie must provide the Principal with the Complaints Register implemented and maintained by Macquarie.</p>
B9 and B10	<p>The Principal will be responsible for conditions B9 and B10, except that Macquarie must ensure that the telephone number, postal address and email address required under condition B9(a), (b) and (c) is placed on site hoarding at each construction site before commencement of construction, and provided on the website required under condition B15, in accordance with conditions B9 and B10.</p>
B11	<p>The Principal will be responsible for condition B11.</p>
B12 and B13	<p>The Principal will be responsible for condition B12, except as follows:</p> <ul style="list-style-type: none"> • Macquarie must promptly provide the Principal and the Community Complaints Commissioner with all available information, documents, details and data relating to Macquarie's Activities in order for the Community Complaints Commissioner to perform their function. • Macquarie must cooperate with and respond to the reasonable requirements of the Community Complaints Commissioner. • Macquarie must undertake any actions required by the Principal to satisfactorily address complaints, resolve disputes or mitigate against the occurrence of future complaints or disputes.
B14	<p>The Principal will be responsible for condition B14.</p>

Planning Approval condition number	Extent of the Principal's responsibility for the Planning Approval condition specified
B15	<p>The Principal will comply with this condition only in relation to B15(a), (b) and (c).</p> <p>Macquarie must establish its own website before commencement of works. The website is to be maintained for a minimum of 12 months following completion of construction in accordance with condition B15. Macquarie will only be responsible for publishing documents referred to in B15(d) and (e) that relate to Macquarie's Activities on Macquarie's website.</p>
C5	<p>The Principal will submit the CEMP sub-plans prepared by Macquarie to the Secretary. The Principal will provide reasonable assistance to Macquarie in undertaking consultation with government agencies.</p>
C6	<p>The Principal will submit the CEMP sub-plans prepared by Macquarie to the Secretary. Macquarie must not commence Macquarie's Activities until the relevant timeframe under this condition has passed.</p>
C7	<p>The Principal will submit the endorsed CEMP to the Secretary. Macquarie must provide a copy of the CEMP prepared by Macquarie, including the Environmental Representative's endorsement, to the Principal in a timely manner to enable submission to the Secretary.</p>
C12	<p>Macquarie will be responsible for condition C12.</p> <p>The Principal will provide reasonable assistance to Macquarie in undertaking consultation with government agencies during the preparation of the Construction Monitoring Programs.</p>
C13	<p>The Principal will submit the Construction Monitoring Programs prepared by Macquarie, including the Environmental Representative's endorsement, for approval to the Secretary.</p>
C14	<p>The Principal will only be responsible for notifying Macquarie of the Construction Monitoring Programs' approvals once they are received from the Secretary.</p>
C16	<p>The Principal will submit the results of the Construction Monitoring Programs prepared by Macquarie and provided to the Principal, to the Secretary.</p>
D1	<p>The Principal will be responsible for condition D1. Macquarie must provide the Principal with all relevant information, documents, details and data relating to Macquarie's Activities necessary for the Principal to prepare the Operational Management Plan.</p>
D2	<p>The Principal will be responsible for condition D2. Macquarie must provide the Principal with all relevant information, documents, details and data relating to Macquarie's Activities necessary for the Principal to prepare the Environmental Management System or equivalent.</p>

Planning Approval condition number	Extent of the Principal's responsibility for the Planning Approval condition specified
D3	The Principal will be responsible for condition D3. Macquarie must provide the Principal with all relevant information, documents, details and data relating to Macquarie's Activities necessary for the Principal to prepare the OEMP sub-plans.
D4	The Principal will be responsible for condition D4.
D5	The Principal will be responsible for condition D5.
D6	The Principal will be responsible for condition D6.
D7	The Principal will be responsible for condition D7.
D8	The Principal will be responsible for condition D8.
D9	The Principal will be responsible for condition D9, except that Macquarie must provide the Principal with all information, documents, details and data relating to Macquarie's Activities that could relate to the approved ground-borne noise specialist's functions and obligations under condition D9.
D10	The Principal will be responsible for condition D10.
D11	The Principal will be responsible for condition D11.
D12	The Principal will be responsible for condition D12.
D13	The Principal will be responsible for condition D13.
D14	The Principal will be responsible for condition D14.
E1	The Principal will enter into Third Party Agreements and Macquarie will comply with its obligations under Schedule D7. Macquarie must manage asset interface risks to ensure the protection of physical and operational Sydney Trains' assets and services while carrying out Macquarie's Activities.
E6	The Principal will submit the Tree Report prepared by Macquarie to the Secretary.
E7	The Principal will be responsible for condition E7.
E11	The Principal will be responsible for condition E11.
E12	The Principal will be responsible for condition E12.

Planning Approval condition number	Extent of the Principal's responsibility for the Planning Approval condition specified
E13	The Principal will be responsible for condition E13, except that Macquarie must provide the Principal with all information, documents, details and data relating to Macquarie's Activities that are required to enable the Principal to comply with this condition.
E19	The Principal will prepare the Unexpected Heritage Finds Procedure using a suitably qualified and experienced heritage specialist, and include this procedure in the Archaeological Assessment Research Design Report. Macquarie must implement and comply with the Unexpected Heritage Finds Procedure in carrying out Macquarie's Activities.
E20	The Principal will only be responsible for making notifications to the Secretary. Macquarie must otherwise fully comply with condition E20.
E22.1	Macquarie must fulfil the requirements of condition E22.1. The Principal will seek the approval of the heritage architect and notify Macquarie of the approval date.
E27	The Principal will be responsible for condition E27. Macquarie must comply with and implement the Exhumation Management Plan in carrying out Macquarie's Activities.
E32	The Principal will be responsible for condition E32, except that Macquarie must implement the Construction Noise and Vibration Strategy as revised by the Principal. Macquarie must also provide the Principal with all relevant information, documents, details and data relating to Macquarie's Activities necessary for the Principal to review and revise the Construction Noise and Vibration Strategy.
E47	The Principal will be responsible for condition E47, except that Macquarie must implement and comply with the Out of Hours Work Protocol in carrying out Macquarie's Activities.
E57	The Principal will be responsible for condition E57.
E62	<p>The Principal will be responsible for establishing an Independent Property Impact Assessment Panel and informing the Secretary of the Panel Members. Macquarie must refer unresolved disputes arising from potential and/or actual property impacts arising from Macquarie's Activities to the Independent Property Impact Assessment Panel for resolution.</p> <p>Macquarie must promptly provide the Principal and the Independent Property Impact Assessment Panel with all available information, documents, details and data relating to Macquarie's Activities in order for the Panel to perform its function.</p> <p>Macquarie must comply with relevant requirements, recommendations and directions of the Independent Property Impact Assessment Panel.</p>

Planning Approval condition number	Extent of the Principal's responsibility for the Planning Approval condition specified
E64	The Principal will be responsible for condition E64, except in relation to E64(a), (b), (c) and (e) which will Macquarie will be responsible for. Macquarie must also provide the Principal with all information, documents, details and data relating to Macquarie's Activities to enable the Principal to comply with condition E64(d) and (f).
E68	The Principal will only be responsible for submitting any Site Audit Statement and Site Audit Report obtained by Macquarie to the Secretary.
E72	<p>The Principal must prepare the Sustainability Strategy.</p> <p>Macquarie must provide the Principal with all information, documents, details and data relating to Macquarie's Activities in order for the Principal to prepare and implement the Sustainability Strategy.</p> <p>Macquarie must comply with the Sustainability Strategy in carrying out Macquarie's Activities.</p>
E74	The Principal will be responsible for condition E74.
E77	<p>The Principal will establish and chair the Traffic and Transport Liaison Group(s) and consult with the Traffic and Transport Liaison Group(s) to inform the preparation of Interchange Access Plans. Macquarie must:</p> <ul style="list-style-type: none"> (a) provide a representative to attend relevant meetings of the Traffic and Transport Liaison Group(s); (b) provide all relevant information, documents, details and data relating to Macquarie's Activities to the Traffic and Transport Liaison Group(s); (c) consult with the Traffic and Transport Liaison Group(s) in preparing the Construction Traffic Management Plans; and (d) implement and comply with any traffic and transport management measures.
E78	The Principal will incorporate the revised traffic management measures into the Interchange Access Plan(s).
E81	The Principal will prepare and submit the Construction Traffic Management Framework. Macquarie must comply with and implement any relevant requirements of the Construction Traffic Management Framework as amended from time to time.

Planning Approval condition number	Extent of the Principal's responsibility for the Planning Approval condition specified
E82	<p>Macquarie will be responsible for condition E82.</p> <p>The Principal will provide reasonable assistance to Macquarie in undertaking consultation with government agencies when preparing inputs for the Construction Traffic Management Plan (CTMP).</p> <p>The Principal will submit the approved CTMP to the Secretary for information.</p> <p>Macquarie must comply with the CTMP in carrying out Macquarie's Activities.</p>
E83	<p>Macquarie will be responsible for condition E83.</p> <p>Where construction results in a worsening of matters identified in condition E81(a)-(o), Macquarie will submit to the Principal for its review any changes to the CTMP.</p>
E84	The Principal will be responsible for condition E84.
E86.1	The Principal will be responsible for condition E86.1.
E89	The Principal will be responsible for condition E89.
E89.1	The Principal will be responsible for condition E89.1.
E92	The Principal will be responsible for condition E92, except that Macquarie must provide the Principal with all information, documents, details and data relating to Macquarie's Activities that are required to enable the Principal to comply with this condition.
E93	The Principal will be responsible for condition E93, except that Macquarie must provide the Principal with all information, documents, details and data relating to Macquarie's Activities that are required to enable the Principal to comply with this condition.
E94	The Principal will be responsible for condition E94.
E95	The Principal will be responsible for condition E95.
E95.1	The Principal will be responsible for condition E95.1.
E96	The Principal will be responsible for condition E96.
E98	The Principal will be responsible for condition E98.

Planning Approval condition number	Extent of the Principal's responsibility for the Planning Approval condition specified
E100	<p>The Principal will be responsible for condition E100.</p> <p>Macquarie must provide a representative(s) to attend meetings of the Design Review Panel when required.</p>
E101	<p>The Principal will prepare a template Station Design and Precinct Plan (SDPP). Macquarie must prepare a SDPP in accordance with condition E101 and the Principal's template for Martin Place Metro Place Station.</p> <p>The Principal will provide reasonable assistance to Macquarie in undertaking consultation with government agencies when preparing inputs for the SDPP.</p> <p>The Principal will submit the approved SDPP to the Secretary for information.</p> <p>Macquarie must comply with the SDPP in carrying out Macquarie's Activities.</p>
E103	The Principal will be responsible for condition E103.
E109	The Principal will be responsible for condition E109.

- (b) Except as otherwise specified in this Schedule D2, the Principal will comply with the obligations, conditions and requirements of the Revised Environmental Mitigation Measures, described in Chapter 11 of the Submissions and Preferred Infrastructure Report and as modified, to the extent set out in the table below:

Revised Environmental Mitigation Measure number	Extent of the Principal's responsibility for the Revised Environmental Mitigation Measure specified
T1	The Principal will provide reasonable assistance to Macquarie in undertaking consultation with relevant stakeholders.
T7	The Principal will be responsible only for item 2 of mitigation measure T7.
T10	The Principal will be responsible for mitigation measure T10
T16	The Principal will be responsible for mitigation measure T16.
T17	The Principal will be responsible for mitigation measure T17.
T23	The Principal will be responsible for mitigation measure T23.
T24	The Principal will be responsible for mitigation measure T24.
T25	The Principal will be responsible for mitigation measure T25.

Revised Environmental Mitigation Measure number	Extent of the Principal's responsibility for the Revised Environmental Mitigation Measure specified
T26	The Principal will be responsible for mitigation measure T26.
T27	The Principal will be responsible for mitigation measure T27.
T28	The Principal will be responsible for mitigation measure T28.
OpT3	The Principal will be responsible for mitigation measure OpT3.
OpT4	The Principal will be responsible for mitigation measure OpT4.
OpT5	The Principal will be responsible for mitigation measure OpT5.
OpT6	The Principal will be responsible for mitigation measure OpT6.
OpT7	The Principal will be responsible for mitigation measure OpT7.
NV2	The Principal will be responsible for mitigation measure NV2.
NV6	The Principal will be responsible for mitigation measure NV6 except to the extent that Macquarie must participate in any audits of Macquarie's Activities led by the Independent Acoustic Advisor and provide the Independent Acoustic Advisor with any information they may require to meet their responsibilities under the Planning Approval.
NV8	The Principal will be responsible for mitigation measure NV8.
NV9	The Principal will be responsible for mitigation measure NV9.
NV10	The Principal will be responsible for mitigation measure NV10.
NV11	The Principal will be responsible for mitigation measure NV11.
NV12	The Principal will be responsible for mitigation measure NV12.
OpNV1	The Principal will be responsible for mitigation measure OpNV1.
OpNV2	The Principal will be responsible for mitigation measure OpNV2.
OpNV4	The Principal will be responsible for mitigation measure OpNV4.
OpNV5	The Principal will be responsible for mitigation measure OpNV5.
LP1	The Principal will be responsible for mitigation measure LP1.
NAH3	The Principal will prepare an Exhumation Policy and Guideline, which is to be developed in accordance with the Guidelines for Management of Human Skeletal Remains (NSW Heritage Office, 1998b) and NSW Health Policy Directive – Exhumation of human remains (December, 2013) and developed in consultation with NSW Heritage Office and NSW Health. Macquarie must implement the Exhumation Policy and Guideline.

Revised Environmental Mitigation Measure number	Extent of the Principal's responsibility for the Revised Environmental Mitigation Measure specified
NAH6	The Principal will be responsible for mitigation measure NAH6.
NAH9	The Principal will be responsible for mitigation measure NAH9.
NAH10	The Principal will be responsible for mitigation measure NAH10.
NAH12	The Principal will be responsible for mitigation measure NAH12.
NAH13	The Principal will be responsible for mitigation measure NAH13.
NAH17	The Principal will be responsible for mitigation measure NAH17.
NAH18	The Principal will be responsible for mitigation measure NAH18.
NAH19	The Principal will be responsible for mitigation measure NAH19.
NAH20	The Principal will be responsible for mitigation measure NAH20.
AH5	The Principal will be responsible for mitigation measure AH5.
AH6	The Principal will be responsible for mitigation measure AH6.
AH7	The Principal will be responsible for mitigation measure AH7.
LV8	The Principal will be responsible for mitigation measure LV8.
LV9	The Principal will be responsible for mitigation measure LV9.
LV11	The Principal will be responsible for mitigation measure LV11.
LV12	The Principal will be responsible for mitigation measure LV12.
LV13	The Principal will be responsible for mitigation measure LV13.
LV14	The Principal will be responsible for mitigation measure LV14.
LV15	The Principal will be responsible for mitigation measure LV15.
LV17	The Principal will be responsible for mitigation measure LV17.
LV18	The Principal will be responsible for mitigation measure LV18.
LV19	The Principal will be responsible for mitigation measure LV19 except to the extent that notifications in relation to Moral Rights require action by Macquarie.
SCW1	The Principal will be responsible for mitigation measure SCW1.
SCW2	The Principal will be responsible for mitigation measure SCW2.
SCW5	The Principal will be responsible for mitigation measure SCW5.
SCW6	The Principal will be responsible for mitigation measure SCW6.

Revised Environmental Mitigation Measure number	Extent of the Principal's responsibility for the Revised Environmental Mitigation Measure specified
SCW7	The Principal will be responsible for mitigation measure SCW7.
SO1	The Principal will be responsible for mitigation measure SO1.
B1	The Principal will be responsible for mitigation measure B1.
B2	The Principal will be responsible for mitigation measure B2.
B4	The Principal will be responsible for mitigation measure B4.
FH2	The Principal will be responsible for mitigation measure FH2.
FH3	The Principal will be responsible for mitigation measure FH3.
FH5	The Principal will be responsible for mitigation measure FH5.
FH6	The Principal will be responsible for mitigation measure FH6.
FH7	The Principal will be responsible for mitigation measure FH7.
FH8	The Principal will be responsible for mitigation measure FH8.
HR5	The Principal will be responsible for mitigation measure HR5.
WM5	The Principal will be responsible for mitigation measure WM5
SUS7	The Principal will be responsible for mitigation measure SUS7.
SUS8	The Principal will be responsible for mitigation measure SUS8.
SUS9	The Principal will be responsible for mitigation measure SUS9.
SUS10	The Principal will be responsible for mitigation measure SUS10.
CU1	<p>The Principal will manage and coordinate the interface with projects under construction at the same time.</p> <p>The Principal will provide reasonable assistance to Macquarie in undertaking consultation with relevant stakeholders.</p> <p>Macquarie must manage and co-ordinate the interface with directly adjacent projects under construction at the same time to the extent relevant to Macquarie's Activities.</p> <p>Macquarie must provide the Principal with all available information, documents, details and data relating to Macquarie's Activities that are required to manage and co-ordinate the interface with concurrent projects.</p>

SCHEDULE D3

Site Interface Deed Poll

THIS DEED POLL is made on [year]

IN FAVOUR OF:

- (1) [Insert name] ABN [number] of [address] (**Site Contractor**);
- (2) [Insert name] ABN [number] of [address] (**Appointed Principal Contractor**); and
- (3) **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**),

(together, the **Beneficiaries**)

GIVEN BY:

- (4) [Insert name] ABN [number] of [address] (**Accessing Contractor**)

RECITALS:

- (A) Pursuant to the deed titled "[insert]" between the Principal and the Site Contractor dated [insert] (**Contract**), the Site Contractor agreed to, among other things, design and construct certain works and carry out certain activities (**Project Works**) on the land more particularly described in the Contract (the **Construction Site**).
- (B) The Accessing Contractor has been appointed under a contract to undertake certain works and activities on the Construction Site (**Construction Site Interface Work**).
- (C) For the purposes of the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW) (together, the **WHS Legislation**), the Project Works and the Construction Site Interface Work are a 'construction project' within the meaning of the WHS Legislation.
- (D) The Appointed Principal Contractor is authorised to have management and control of the workplace for the purpose of discharging the duties imposed on a principal contractor for the construction project.
- (E) Under the provisions of the Contract, the [insert] is required to procure the provision of this deed poll from certain contractors that undertake Construction Site Interface Work.

This deed poll witnesses that the Accessing Contractor hereby covenants, warrants and agrees with and for the benefit of the Beneficiaries as follows:

1. In consideration of the Site Contractor and the Appointed Principal Contractor accepting this deed poll, the Accessing Contractor agrees that:
 - (a) the Accessing Contractor, its subcontractors and their respective personnel while they are on the Construction Site, will comply with Construction Site safety regulations, any Construction Site rules or regulations and with all directions of the Site Contractor and the Appointed Principal Contractor with respect to work health and safety;

- (b) the Accessing Contractor, its subcontractors and their respective personnel will comply in a timely manner with directions of the Site Contractor and the Appointed 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

Execution version

(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):

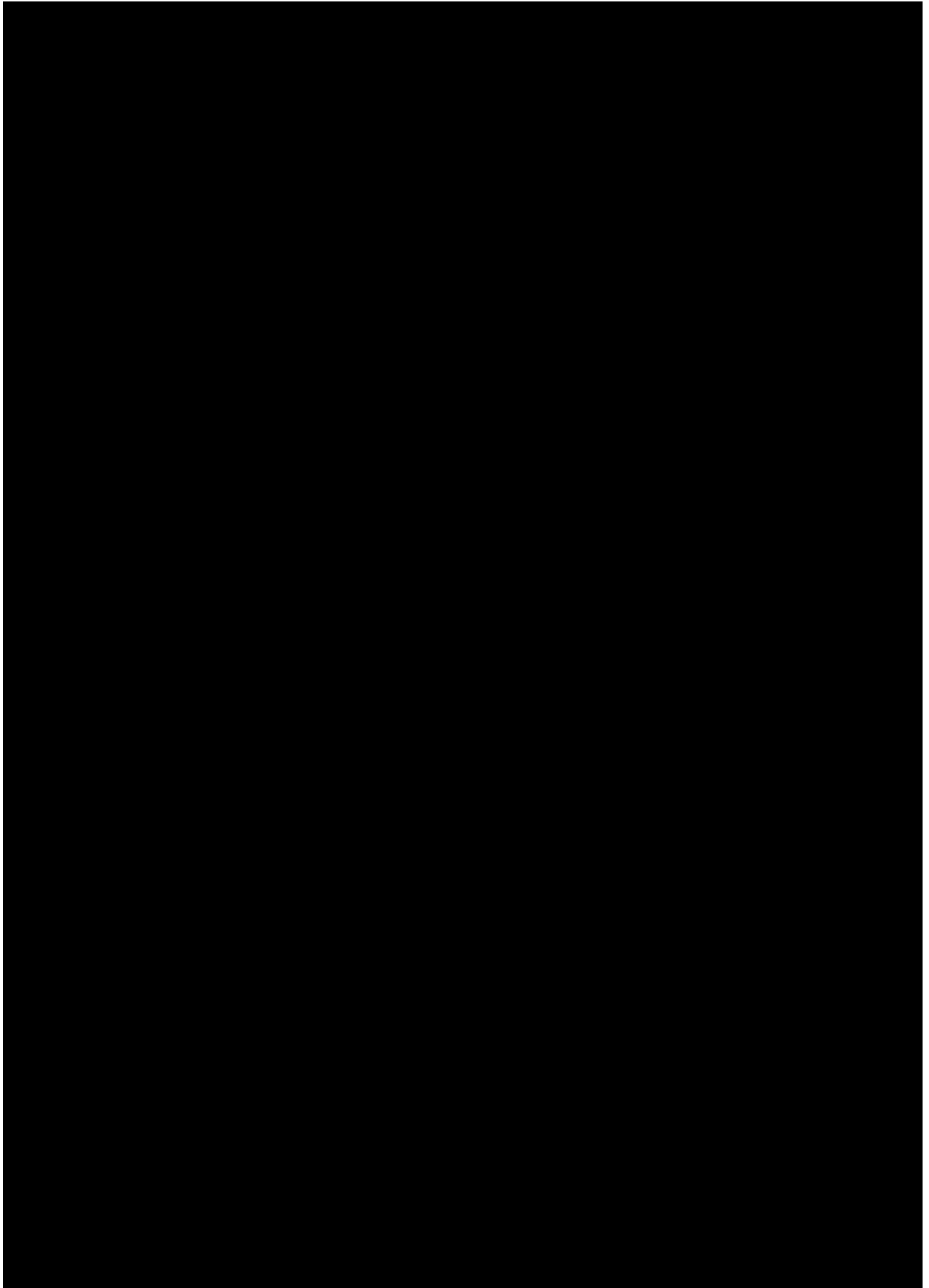
Signature of director

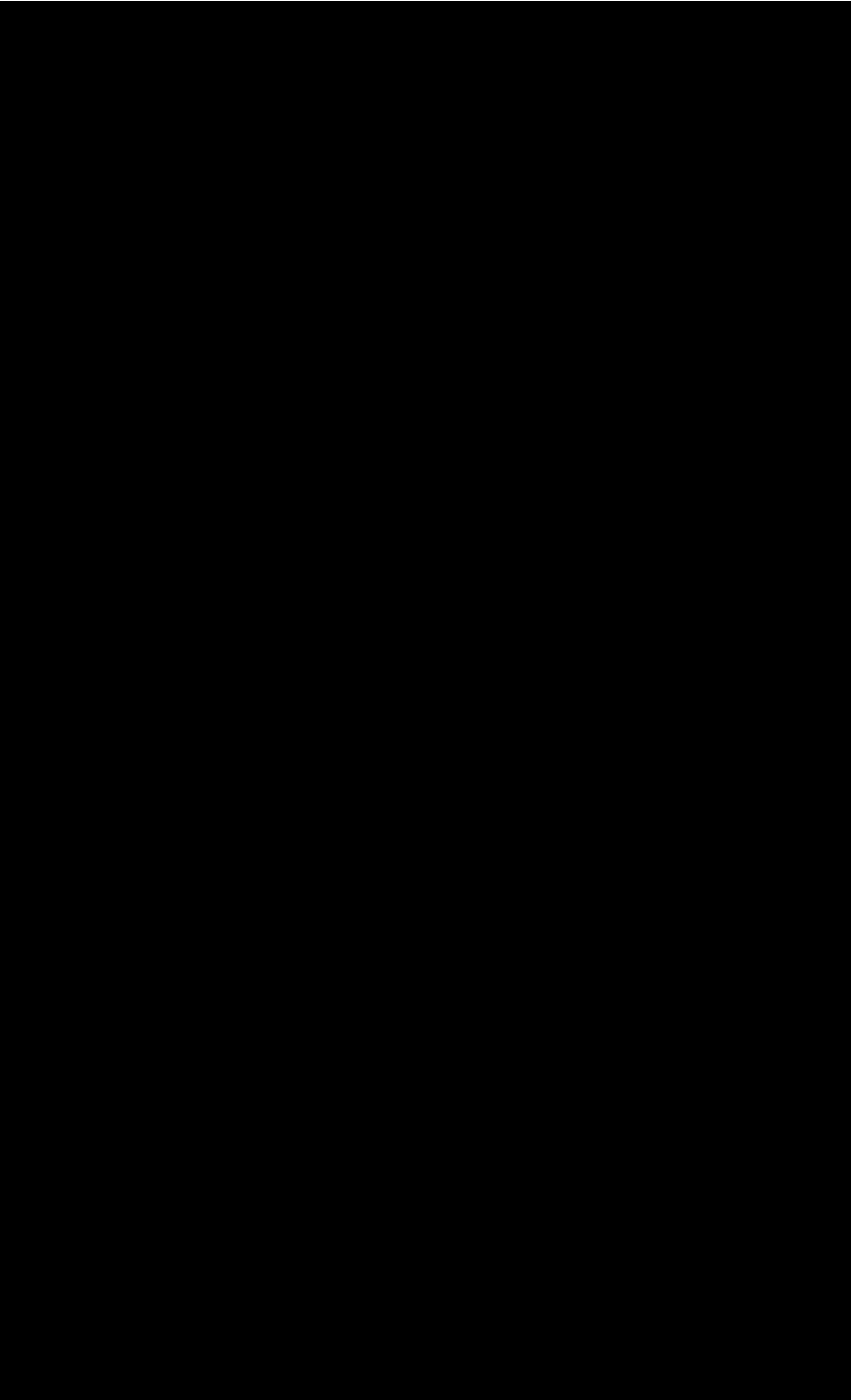
Signature of company secretary/other director

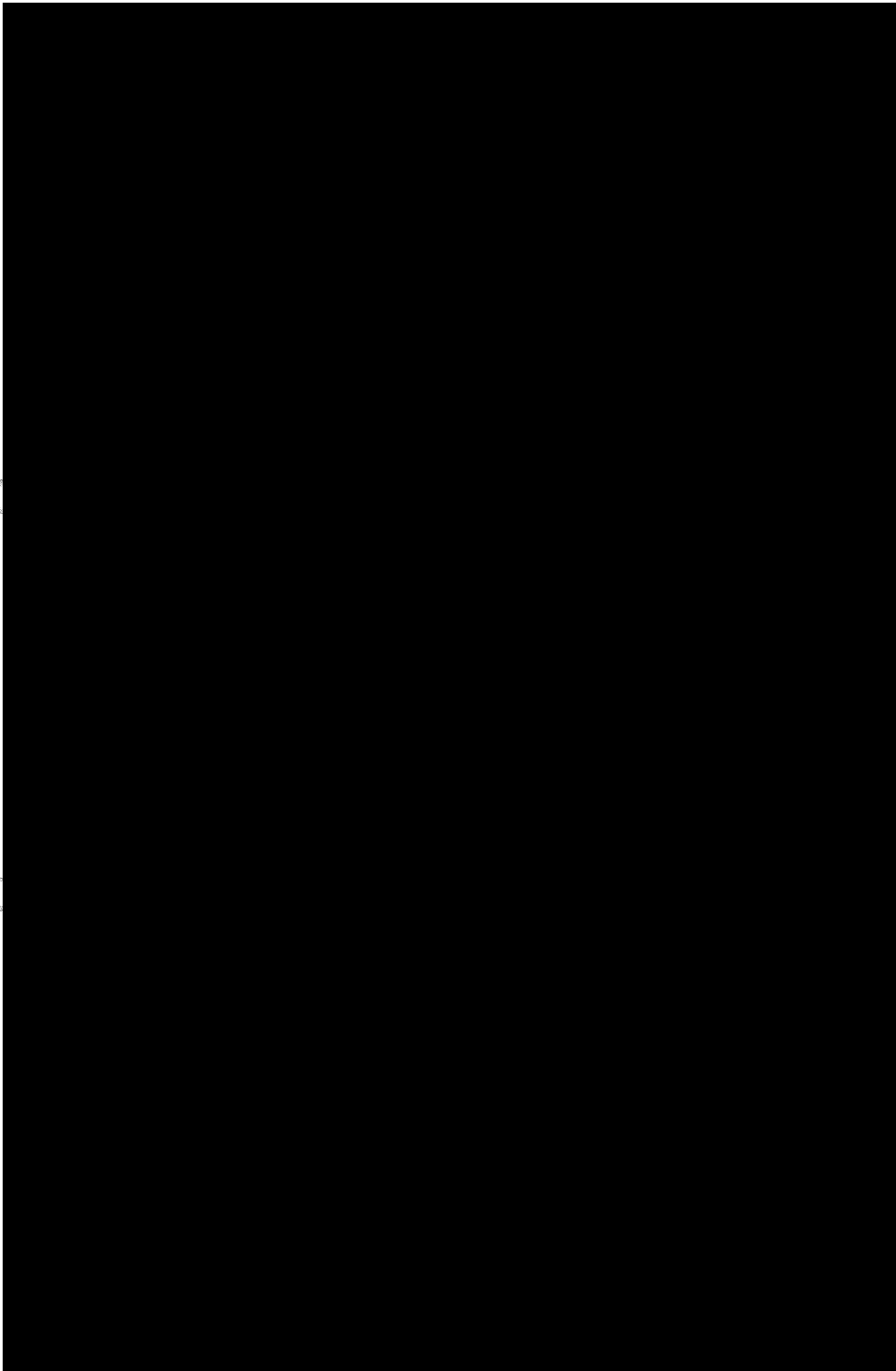
Full name of director

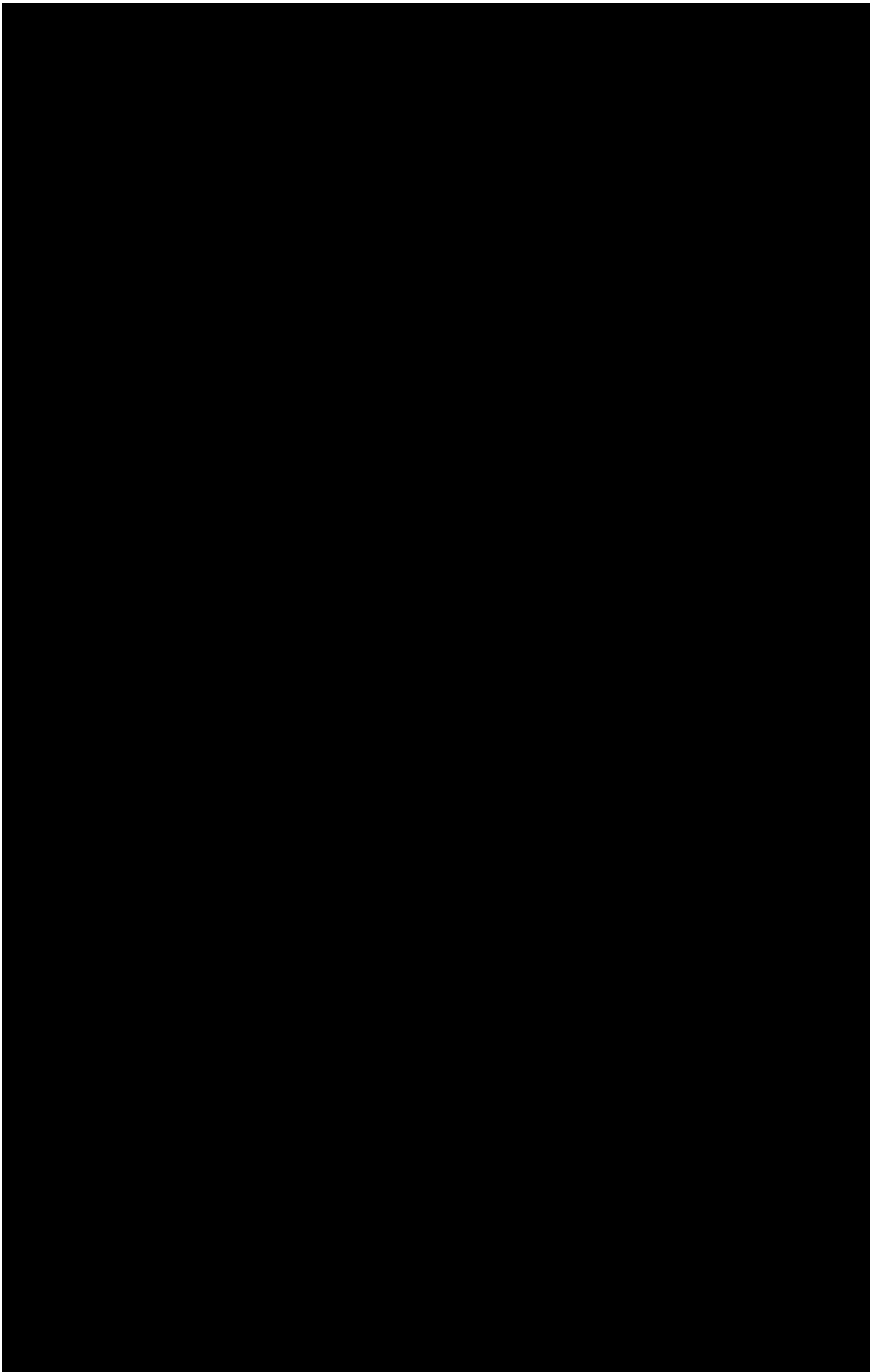
Full name of company secretary/other director

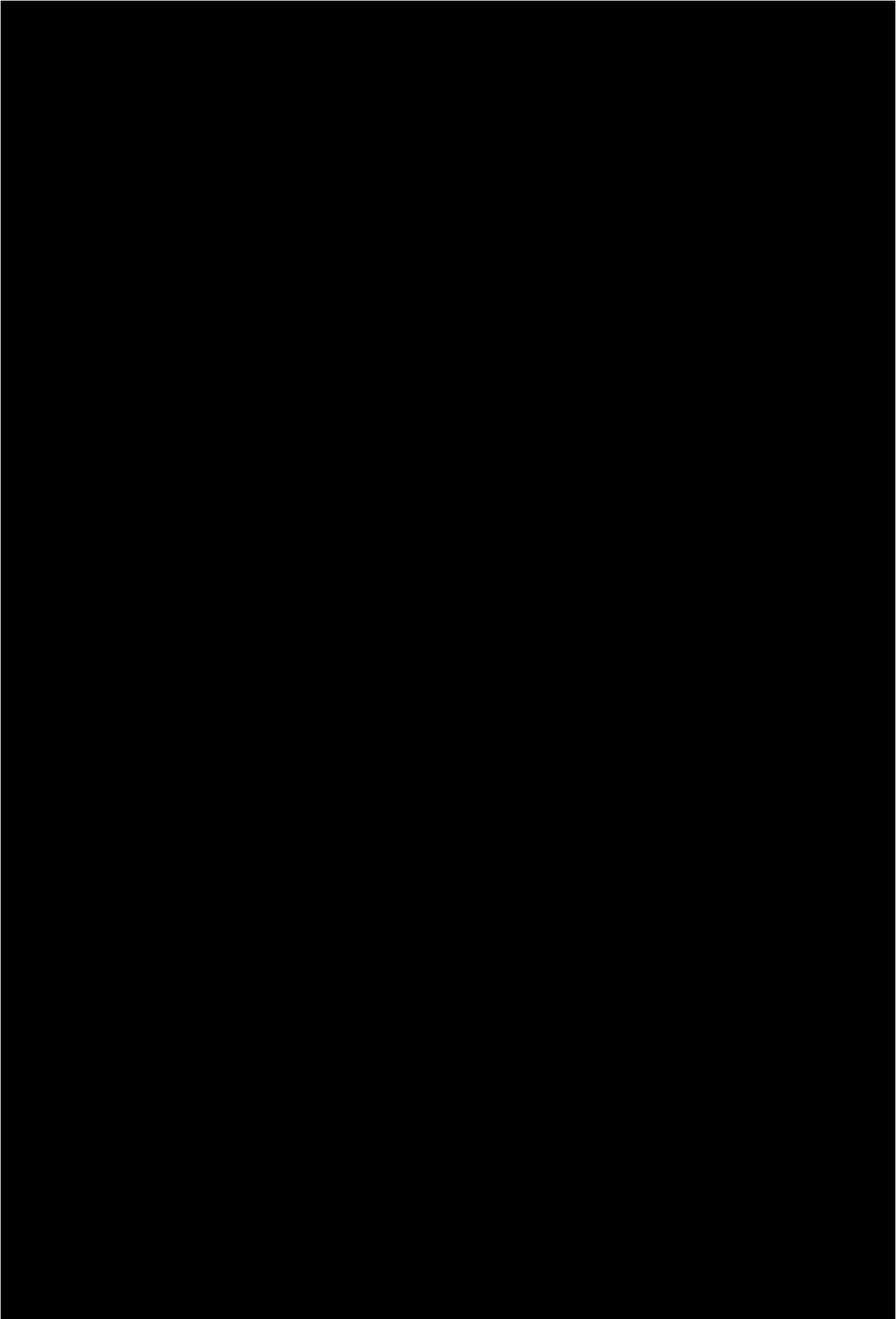
**SCHEDULE D4
Requirements of Third Party Agreements**

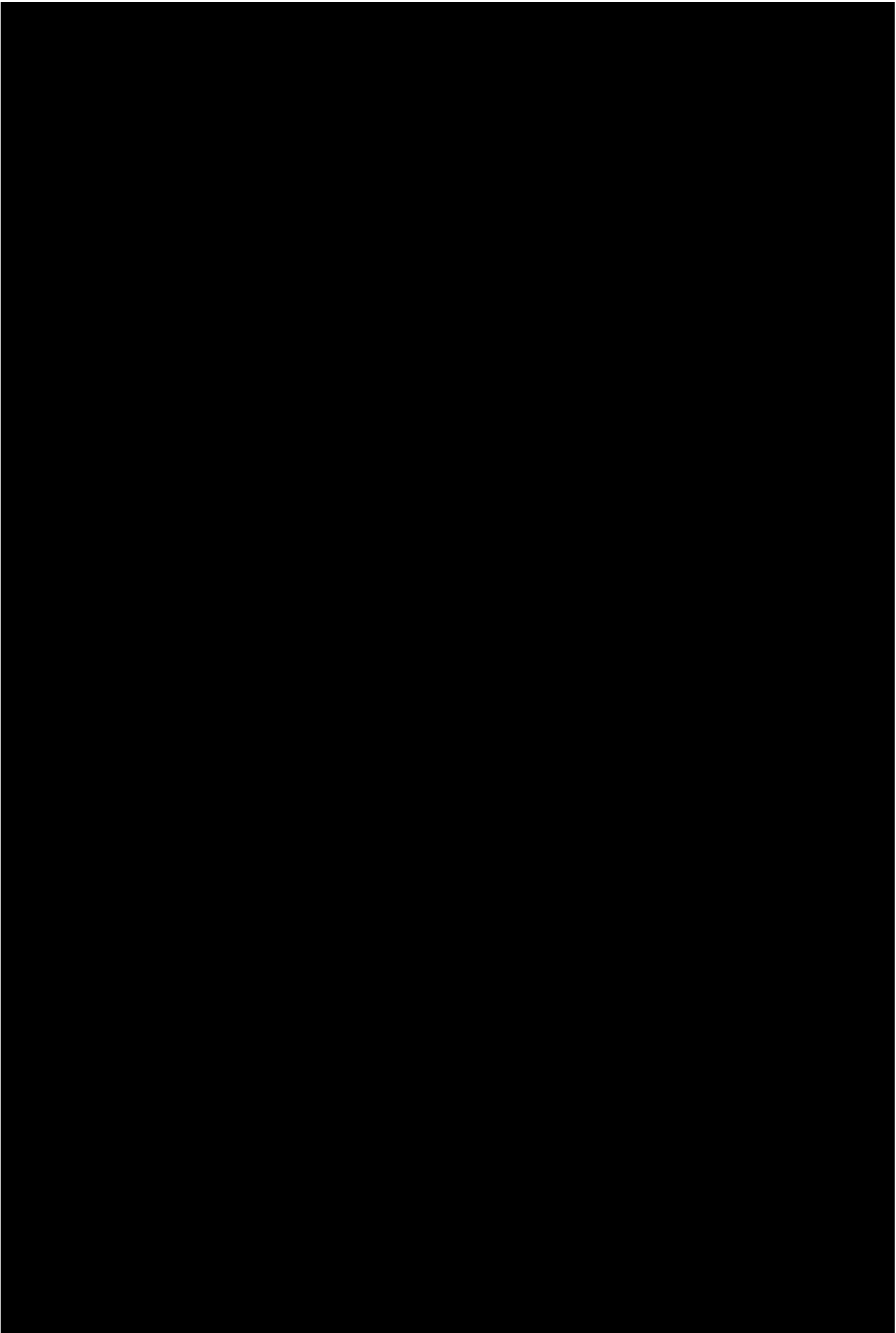


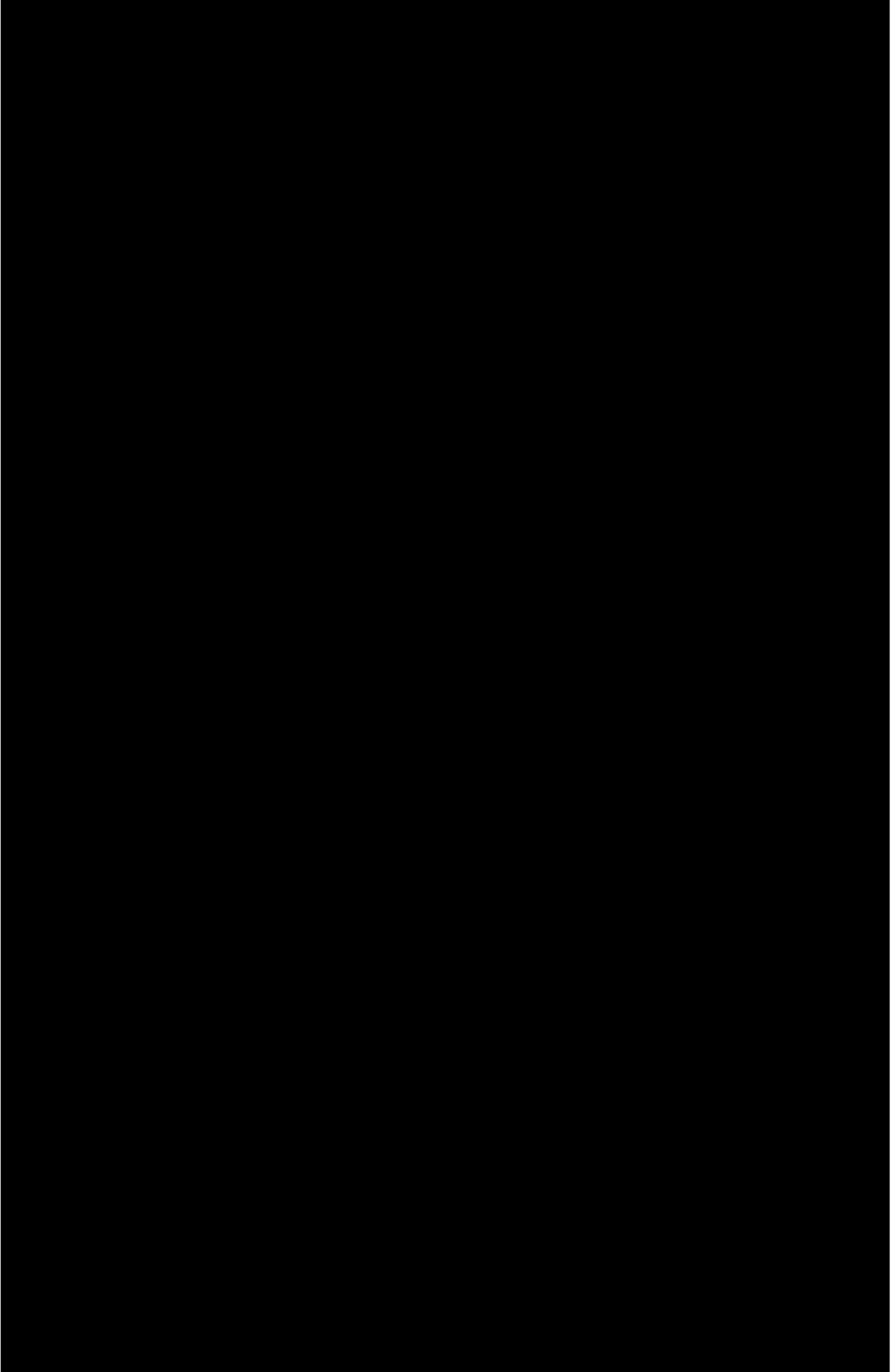


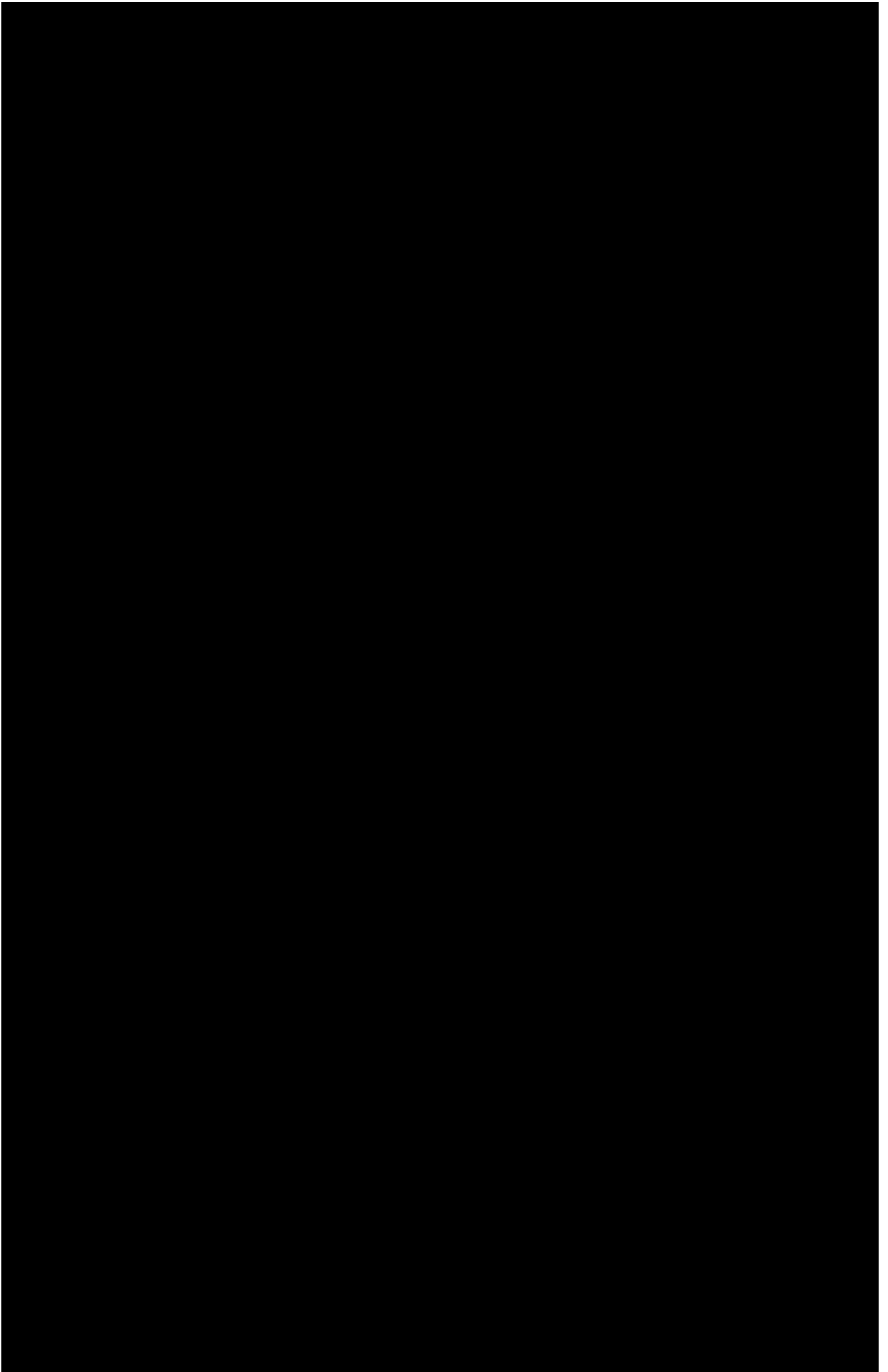


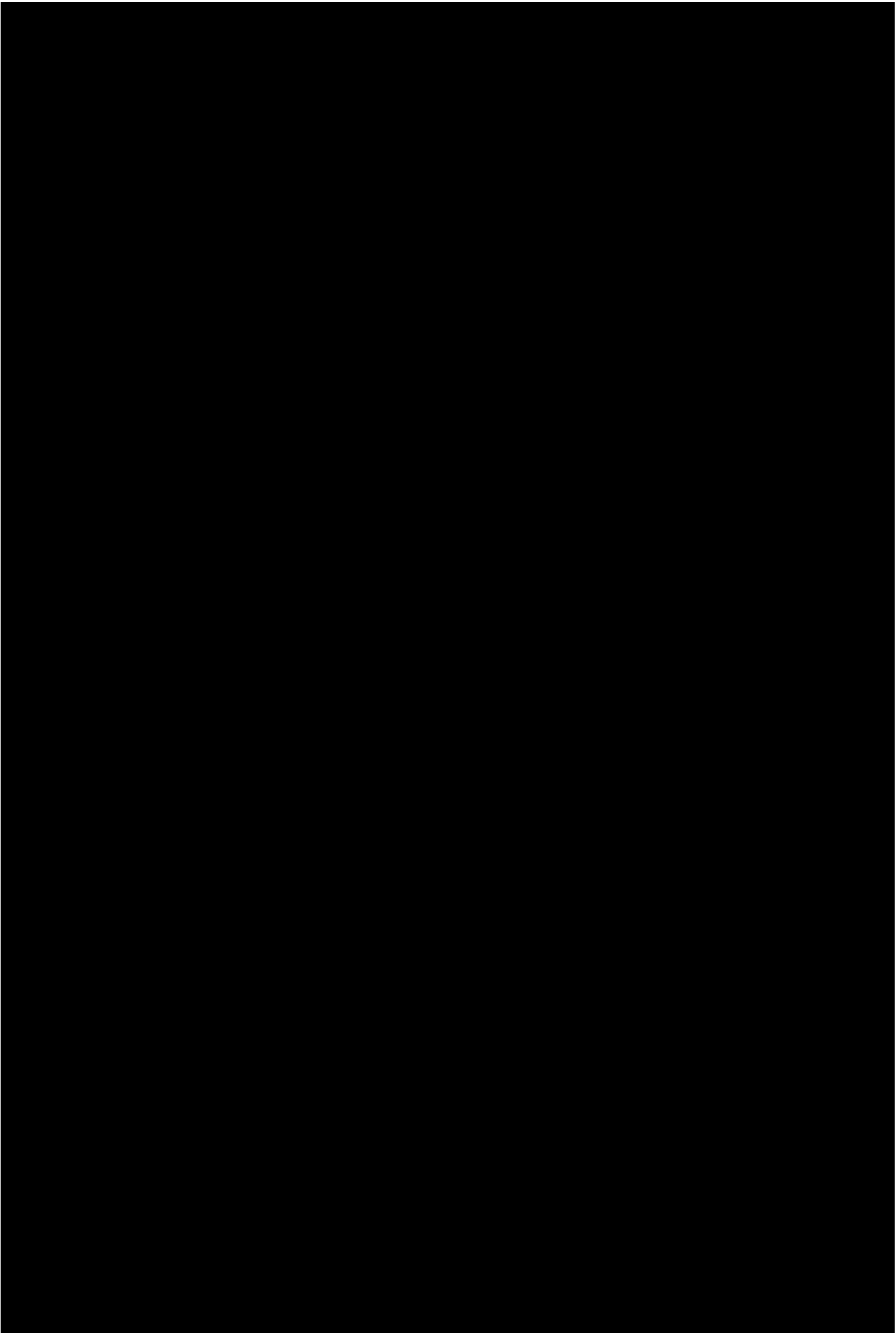


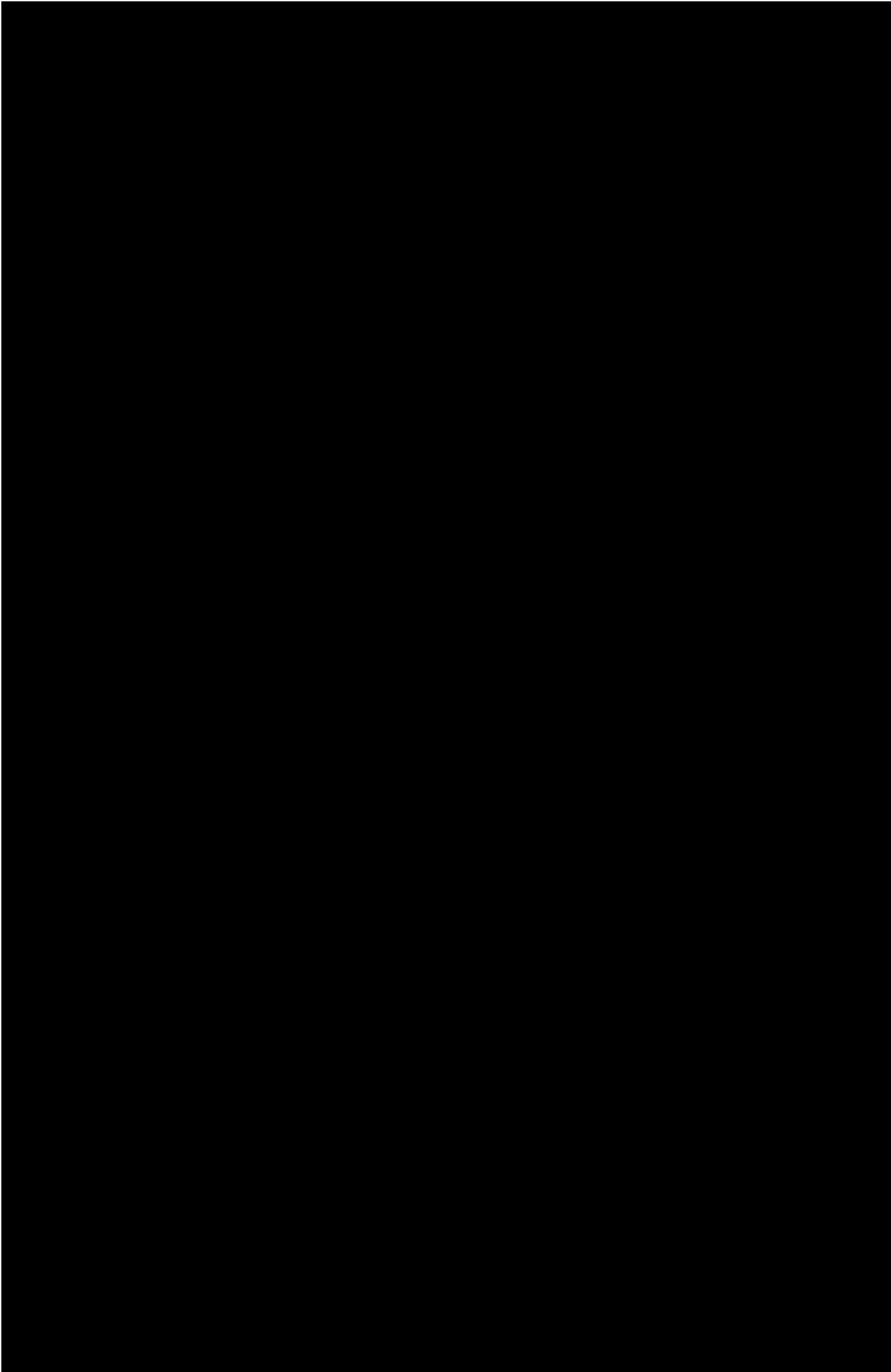


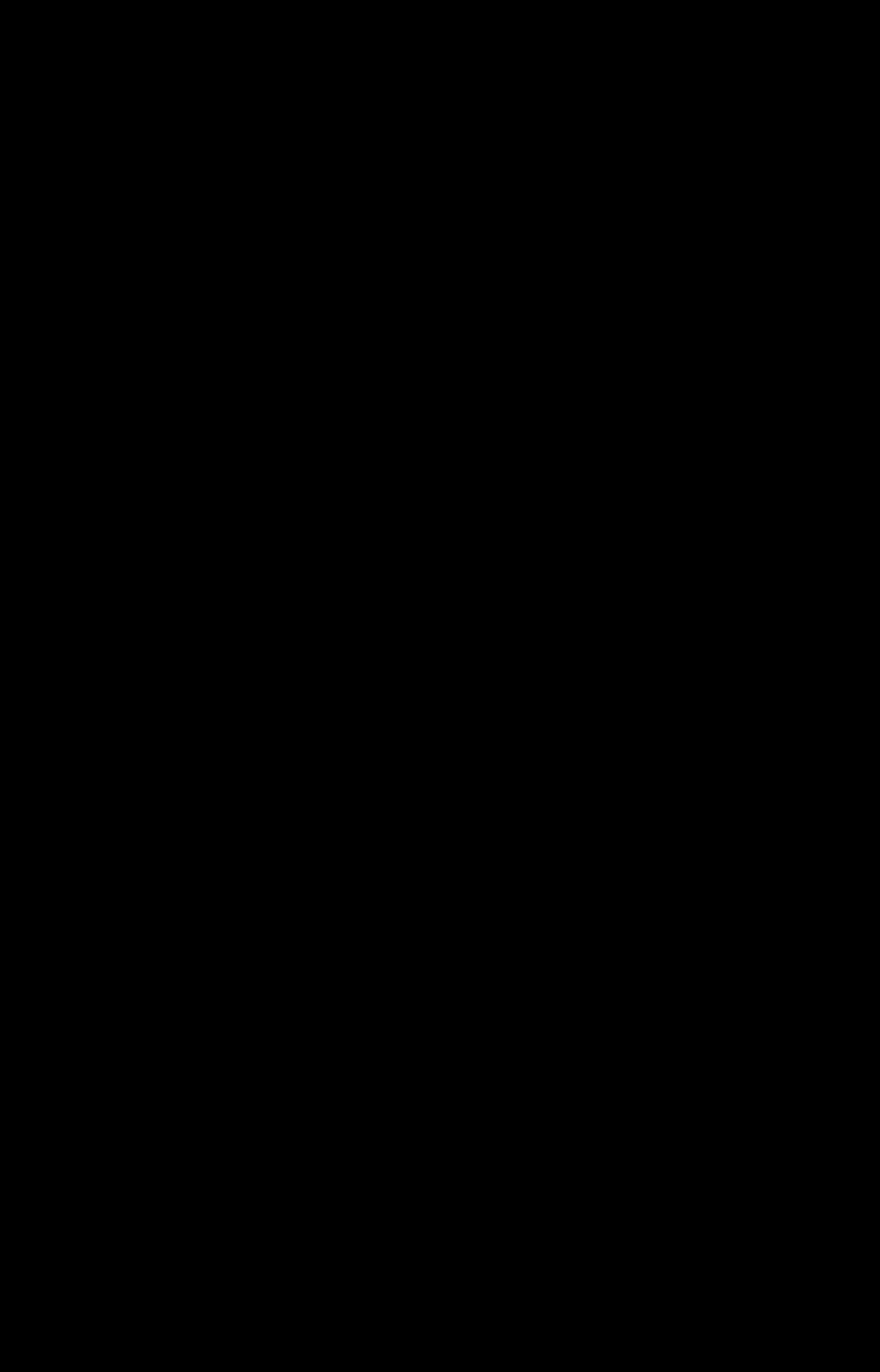


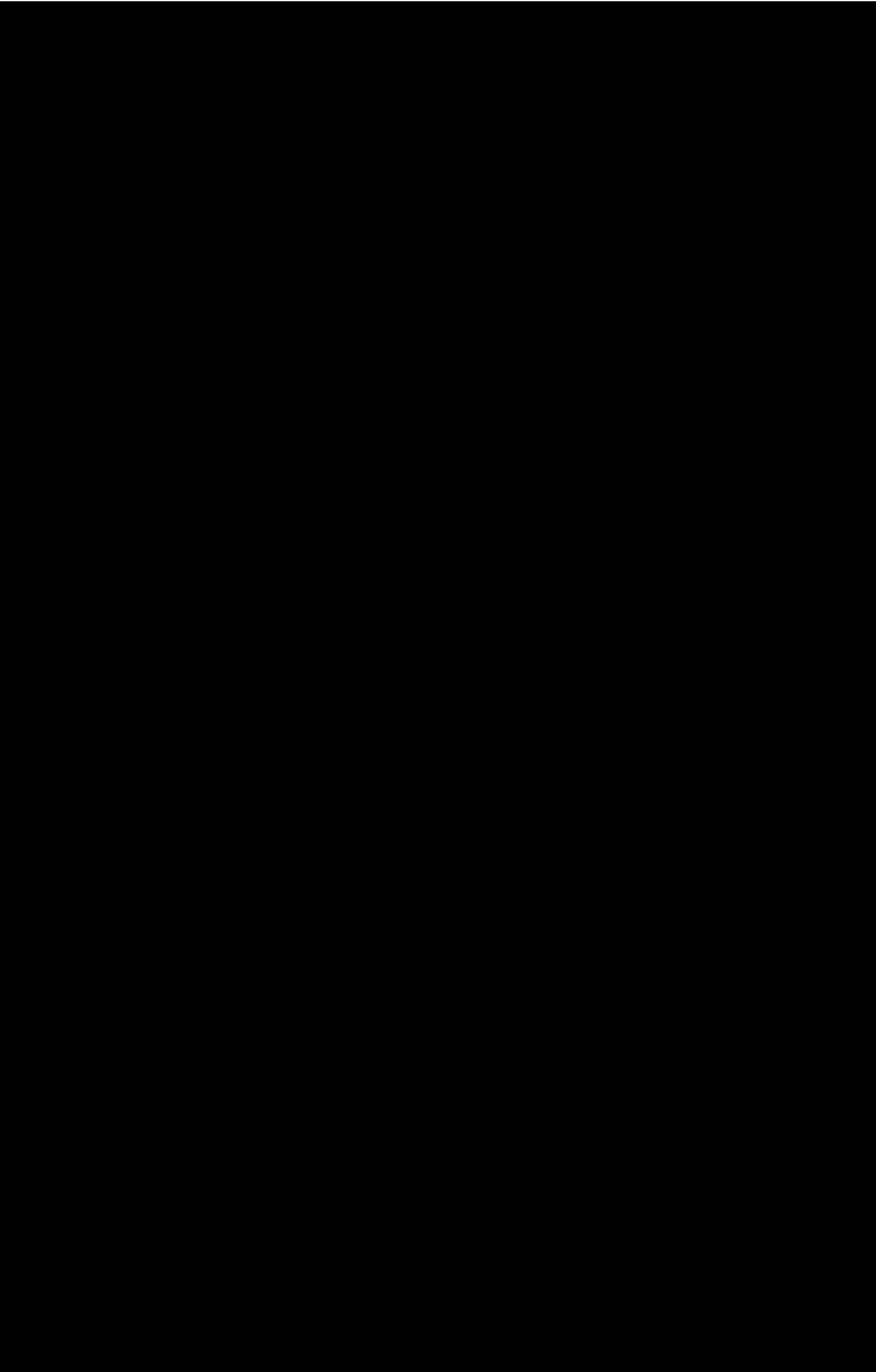


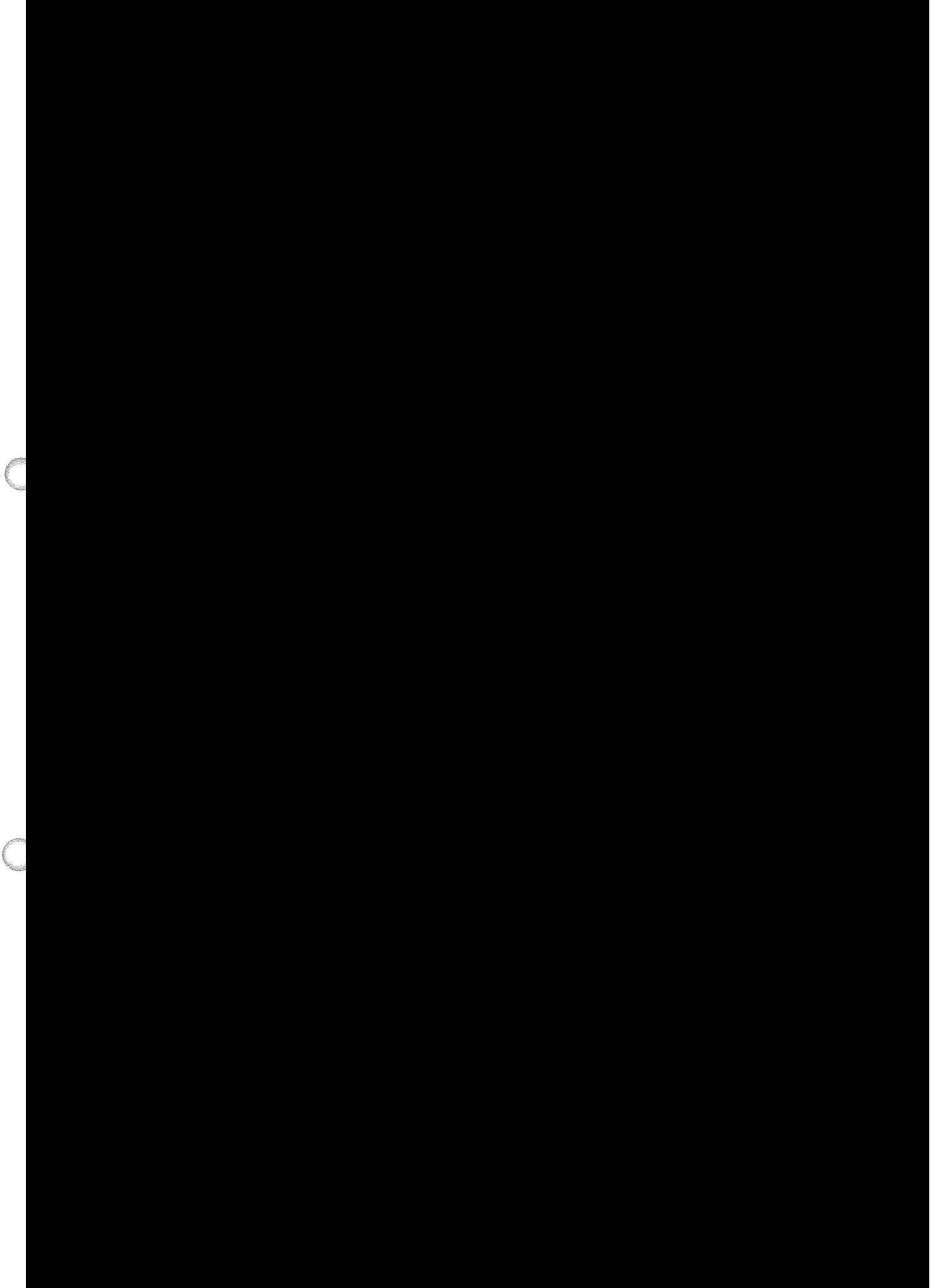














Schedule D5

Subdivision Principles

1. SUBDIVISION PLAN

1.1 Surveying principles to be adopted by the Surveyor

- (a) Horizontal boundaries – each lot starts from within the common slab up and includes the ceiling/roof structure up to the lot above.
- (b) Vertical boundaries – each lot extends to the outside structural surface. The lot that is adjacent to the lot that extends outside the structural surface is to be projected to the external boundary to reduce any small slivers of land being created, noting that the vertical surfaces are to be retained by the North Tower Lot and the South Tower Lot (respectively) as outlined in paragraph 1.2(d)(i).
- (c) For common walls of two internal lots – generally “ad medium filum” applies.
- (d) For a common wall of an internal lot and an external lot – the internal lot contains the wall.

1.2 Conceptual principles

- (a) The intended owner of the Martin Place Metro Station Lot will be the Principal.
- (b) Lot 2 in the Subdivision Plan will comprise the walkway known as the North-South Link together with the area under the North Tower that comprises the end of trip facilities for 50 Martin Place.
- (c) The Martin Place Metro Station Lot will be unlimited in depth and limited in height so that all infrastructure and services forming part of the Martin Place Metro Station (excluding any retail components) must sit within the boundaries of the Metro Station Lot, except in relation to certain pedestrian access ways and except as otherwise agreed by the Principal.
- (d) The Martin Place Metro Station Lot will contain all of the plant and equipment that exclusively or predominantly service the Martin Place Metro Station, all platform areas (including the platforms up to the tunnel) and all paid concourse areas, including for example:
 - (i) the entrances to the Martin Place Metro Station, including the forecourt areas at Hunter Street and Castlereagh Street, where the following principles will apply:
 - (A) areas of entrances to the Martin Place Metro Station on the North Tower side (including forecourt areas at Hunter Street and Castlereagh Street) and the South Tower area between Elizabeth and Castlereagh Streets being limited to a height of 4 metres as measured from the floor upwards are to form part of the Metro Station Lot, with each of these volumetric areas to be designated, for the purposes of this schedule, as a Restricted Area (MSL);
 - (B) areas of entrances to the Martin Place Metro Station on the North Tower side (including forecourt areas at Hunter Street and Castlereagh Street) and the South Tower area between Elizabeth and Castlereagh Streets above the 4 metre boundary described in paragraph 1.2(d)(i)(A) and below the structural slab above those entrance areas are to form part of

the relevant Development Lot, with each of these volumetric areas to be designated, for the purposes of this schedule, as the Restricted Area (NT) (in the case of the North Tower Lot) and the Restricted Area (ST) (in the case of the South Tower Lot);

- (C) each Restricted Area (MSL) will be burdened by a restriction on use that benefits the North Tower Lot or the South Tower Lot (as relevant);
- (D) each of the Restricted Area (NT) and the Restricted Area (ST) will be burdened by a restriction on use that benefits the Martin Place Metro Station Lot. The Easement Sites for these restrictions are shown as the areas bounded in green in Diagrams 7, 8 and 9 of Schedule C1 (OSD Design Parameters) of the OSD PDA, but only to the extent that the relevant area falls within the North Tower Lot or the South Tower Lot (having regard to paragraphs 1.2(d)(i)(A) and 1.2(d)(i)(B));
- (E) to the extent that a Lot Owner proposes an upgrade to areas of entrances to the Martin Place Metro Station (including forecourt areas at Hunter Street and Castlereagh Street and the South Tower area between Elizabeth and Castlereagh Streets), the Building Management Statement will govern such upgrades; and
- (F) all vertical surfaces (in relation to the North Tower Lot, from and including basement level 1 and above and in relation to the South Tower Lot, from and including lower ground level and above) will be retained by the North Tower Lot or the South Tower Lot (respectively) and to the extent the Metro Station Lot Owner requires areas on these surfaces for wayfinding purposes, the Metro Station Lot will be granted an easement for wayfinding signage but only in relation to those locations agreed by the Principal and Macquarie;
 - (ii) the Station Goods Lift LN6;
 - (iii) the area comprising the metro bike facility for Martin Place Metro Station; and
 - (iv) the Sydney Metro station manager's office.
- (e) The Martin Place Metro Station and its systems will be operationally independent of the North Tower Lot, the South Tower Lot, Retail North Lot, Retail South Lot and the 50 Martin Place Ancillary Amenities Lot.
- (f) The Subdivision Plan will show the site of the easements referred to in paragraph 2.2(e), even though those easements will be created by way of a separate instrument to the Draft Section 88B Instrument.
- (g) The Principal and Macquarie acknowledge that, to the extent that there is any land from the Subdivision Land which is in excess of the land required for the purpose of the Martin Place Metro Station and the other lots in the Subdivision Plan, this land will comprise the "**Residual Lot**". The Residual Lot, if applicable and if agreed by the Principal and Macquarie (both acting reasonably), will be created as a separate stratum lot in the Subdivision Plan and will be dealt with in the manner as agreed by the Principal and Macquarie.
- (h) The "**Residual Stage 1 Lot**" comprises all residual Subdivision Land not required for the Martin Place Metro Station Lot, the Retail Lot North, the Retail Lot South and if created by way of registration of the Stage 1 Subdivision Documents, the 50 Martin Place Ancillary Amenities Lot.

1.3 **Easement sites**

The location of various easement sites (including those mentioned in paragraphs 1.2 and 2) have not yet been included on the Draft Subdivision Plan. These remain subject to agreement between the Principal and Macquarie.


2. **SECTION 88B INSTRUMENT**

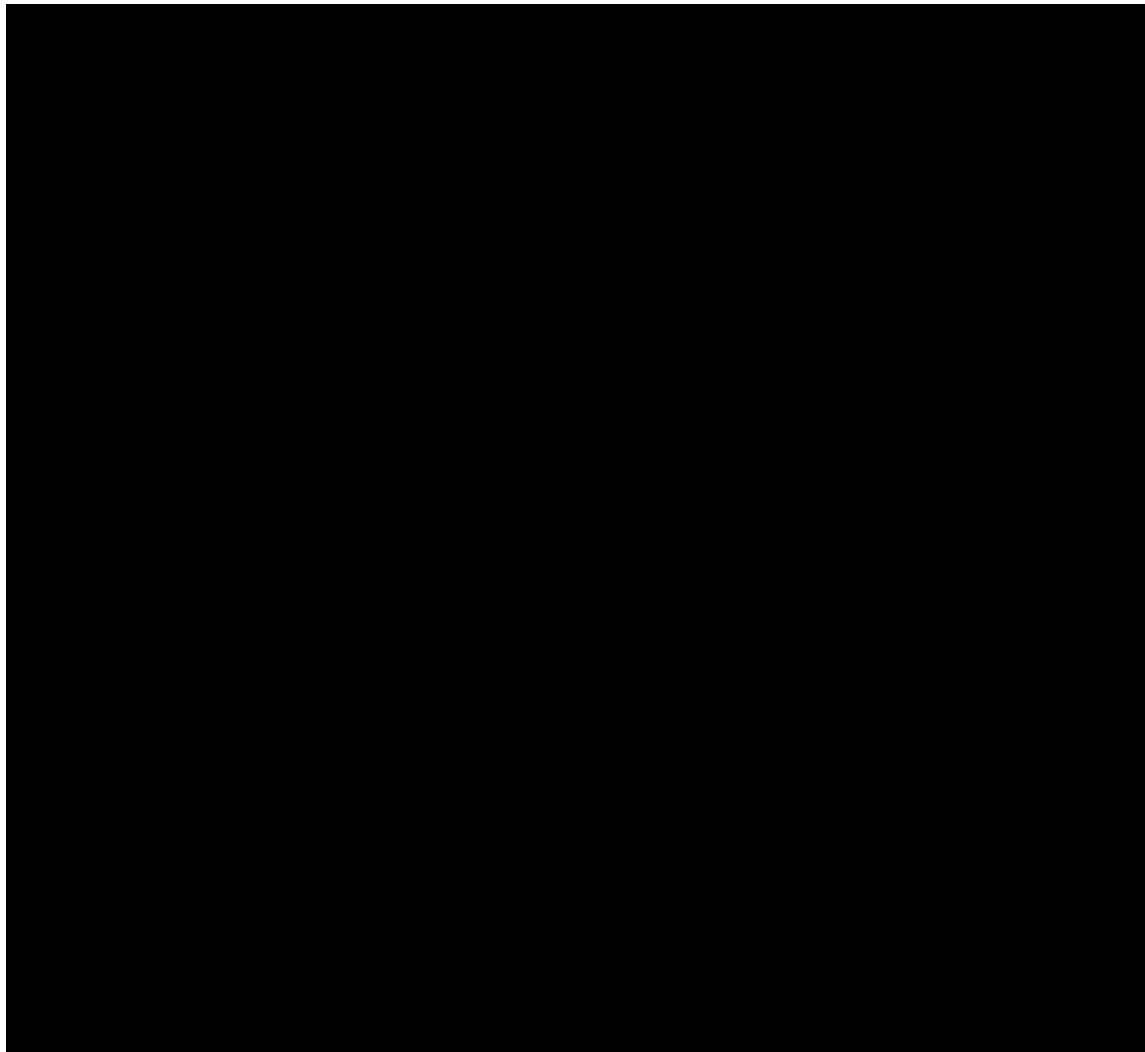
2.1 **Draft Section 88B Instrument**

- (a) As at the date of this deed, the Draft Section 88B Instrument which is attached to this deed is to be agreed between the Principal and Macquarie in accordance with clause 31 of this deed.
- (b) The Principal and Macquarie acknowledge and agree that:
 - (i) the Draft Section 88B Instrument attached to this deed may not contain all of the easements, positive covenants and restrictions on use required for the purposes of operation and maintenance of Sydney Metro City & Southwest (including the Martin Place Metro Station);
 - (ii) the Draft Section 88B Instrument includes the proposed wording for rights of footway over the concourse link to be situated on basement level 3 under 50 Martin Place and the Retail Lot South (being easements numbered 17 and 18 and noted as NS1 and NS2), the proposed location of which are set out in the draft Shared Facilities plans attached to the Draft BMS (**Concourse Link Easement**);
 - (iii) the Draft Section 88B Instrument contemplates and includes the proposed wording for an easement for pedestrian access linking Elizabeth Street and Castlereagh Street that is proposed to burden part of the southern end of the North Tower Lot at ground level (**Ped Link EC**), which is indicatively marked on the Draft Subdivision Plan. The Ped Link EC will not be included in the Subdivision Plan or the Section 88B Instrument that are registered at Land Registry Services if a planning approval requires the registration of a substantially similar pedestrian access easement in that location in favour of the City of Sydney Council;
 - (iv) the Draft Section 88B Instrument contemplates and includes the proposed wording for an easement for natural light that is proposed to burden the North Tower Lot and benefit the Metro Station Lot. The Easement Site in respect of this easement is intended to be the area depicted in diagrams 1 and 2 in Schedule C1 (OSD Design Parameters) of the OSD PDA as the red-bordered area;
 - (v) the Draft Section 88B Instrument contemplates and includes the proposed wording for easements for pedestrian access variable width PA1 and PA5. The Easement Site in respect of each of these easements:
 - (A) (in respect of PA1 in the Retail Lot North) must have a minimum clear width on the eastern side and on the western side on Level B3 that in each case is not less than the requirement described in the SWTC or as otherwise agreed by the parties for that location; and
 - (B) (in respect of PA5 in the Retail Lot South) must have a minimum clear width on the eastern side and on the western side on Level B1 that in each case is not less than the requirement described in the SWTC or as otherwise agreed by the parties for that location;

- (vi) as a general principle, easements will be registered on the title to each Lot as relevant and will, in conjunction with the Building Management Statement, govern on-going operational rights and obligations and use of and responsibility in respect of Shared Facilities and other relevant areas affected by the easements;
- (vii) to the extent that the Principal has agreed that certain infrastructure or services utilised by the Martin Place Metro Station may sit outside of the Martin Place Metro Station Lot contrary to the principles described in paragraphs 1.2(c) and 1.2(d), the Principal may require that easements be granted over such infrastructure and services;
- (viii) they will consider whether the easements need any additional provisions to deal with the interface between Services that are not Shared Facilities and those that are Shared Facilities; and
- (ix) they will consider whether all of the easements set out in the Draft Section 88B Instrument attached to this deed are required.

2.2 Other easements

- (a) The Draft Section 88B Instrument does not yet include those easements, positive covenants and restrictions on use that may be required pursuant to the conditions of any Approvals, including the Planning Approvals.
- (b) As already acknowledged in paragraph 2.1(b)(i), the Principal may require additional easements, restrictions on use and positive covenants to be created for the purpose of operation and maintenance of Sydney Metro City & Southwest (including the Martin Place Metro Station).
- (c) Without limiting paragraph 2.2(b), the parties have not yet considered whether there will be easements in respect of the following:
 - (i) the right for the Metro Station Lot Owner to install ticketing machines on one or more of the other Lots;
 - (ii) the earthing and bonding infrastructure and lightning protection system; and
 - (iii) access to (and the requirement to maintain) landscaping and public art.
- (d) The parties acknowledge that:
 - (i) an easement for Sydney Metro signage and wayfinding will be required by the Metro Station Lot Owner on the terms contemplated in the Draft Section 88B Instrument;
 - (ii) as at the date of this deed, the design is in development and continually progressing and it is not possible for the easement site for the easement for Sydney Metro signage and wayfinding to be ascertained; and
 - (iii) the parties will work collaboratively to agree the easement site as the design develops on the principle that the easement site is to be a limited area that is the footprint of the actual wayfinding sign. To the extent the Principal (from time to time) needs to relocate or requires further areas for wayfinding signage, the parties will discuss at the relevant time and will document the agreed position (which may include the replacement of the then existing easement).
- (e) 



3. BUILDING MANAGEMENT STATEMENT

3.1 BMS provisions

- (a) As at the date of this deed, the Draft BMS which is attached to this deed is to be agreed between the Principal and Macquarie in accordance with clause 31 of this deed. In addition, the parties need to finalise and agree on each of the schedules and annexures to the Draft BMS (including the Shared Facilities Schedule).
- (b) The final form of the Building Management Statement will reflect the principle that the Restricted Non-Metro Area will not include any areas that need to be accessed by the Metro Station Lot or contain any Shared Facilities which are shared by the Metro Station Lot.
- (c) The Principal and Macquarie will consider whether:
 - (i) the maintenance and works obligations set out in the Building Management Statement align with the easements in the Draft Section 88B Instrument; and
 - (ii) the Building Management Statement needs any additional provisions to deal with the interface between Services that are not Shared Facilities and those that are Shared Facilities.

- (d) The Principal may allow its contractor to exercise the Principal's rights, as agent for the Principal, under the Building Management Statement.
- (e) The parties have not yet considered whether there will be any provisions in the Building Management Statement for access to and the requirement to maintain landscaping and public art.

3.2 Maintenance

- (a) The Martin Place Metro Station maintenance boundary will be the same as the Martin Place Metro Station operational boundary which will be up to the "gateline".
- (b) Access for the purpose of maintaining the Martin Place Metro Station will be available 24 hours per day, 7 days per week.

3.3 Cleaning

- (a) The Martin Place Metro Station cleaning boundary will be the same as the Martin Place Metro Station operational boundary.
- (b) The Principal or its contractor will be solely responsible for cleaning on the Martin Place Metro Station side of the boundary up to the gateline, and cleaning anything beyond the gateline will be the responsibility of the building management committee or individual lot owners.

3.4 Shared Facilities Schedule

- (a) The Draft BMS attached to the Station Delivery Deed as at the Commencement Date does not contain a list of Shared Facilities, and the content of the Shared Facilities Schedule contemplated by the Draft BMS is to be agreed between the parties (acting reasonably) before registration of the Building Management Statement. This includes the parties agreeing on what is included in (or excluded from) the draft Shared Facilities Schedule, the description and scope of each Shared Facility and the Lots that are allocated the benefit of each Shared Facility.
- (b) There will be no Shared Facilities behind the ticketing gateline other than the Station Goods Lift LN6 and the OSD Sewer Pump Room. Except for the Metro Station Lot Owner, other Lot Owners under the Building Management Statement must not access the Station Goods Lift LN6 through the Metro plant room.
- (c) All Shared Facilities will be maintained by the building management committee, except to the extent that clause 6.4 of the Building Management Statement applies.
- (d) Annexure A to Schedule 2 to the Draft BMS attached to the Station Delivery Deed as at the Commencement Date contains a paper setting out the parties' agreed approach to the cost apportionment percentage allocated to each Lot with the benefit of a Shared Facility. The division of costs for the consumption of utilities in respect of Shared Facilities requires further consideration by the Principal and Macquarie. The basis for calculation of utility consumption is to be agreed between the parties.
- (e) Where the concept of "consumables" is included in a Shared Facility, the parties will consider and agree what this includes.
- (f) In relation to Emergency Services System and Plans, the scope of the consumables forming part of the Shared Facility are to be discussed and then agreed between the parties.

3.5 Shared Facilities Plan

As part of the process of the parties agreeing the list of Shared Facilities, the parties will need to agree to a form of Shared Facilities Plan. This includes the parties agreeing on the Access Easement Sites to be shown on those plans.

3.6 Pedestrian Access Way Guidelines

Annexure C of the Draft BMS contains the draft Pedestrian Access Way Guidelines agreed by the parties as at the Commencement Date. The Pedestrian Access Way Guidelines which will be attached to the final form of the Building Management Statement must be based on the draft Pedestrian Access Way Guidelines attached to the Draft BMS.

**SCHEDULE D6
Easement Requirements**

1. **Definitions**

In this Schedule D6:

Adjoining Owner means each Owner identified in an Adjoining Property Easement.

Adjoining Property means each parcel of land burdened by an Adjoining Property Easement.

Adjoining Property Easements means each of:

- (a) the Easement for Rock Anchors over part of Hunter Street, Sydney, Elizabeth Street, Sydney and Castlereagh Street, Sydney, as published in the NSW Government Gazette No 111 of 29 September 2017, Folios 5760-5779 (and identified on the plans in schedule 5 of that Easement for Rock Anchors);
- (b) the Easement for Rock Anchors over part Lot 10 in Deposited Plan 1005181, known as 44-62 Castlereagh Street, Sydney, as published in the NSW Government Gazette No 32 of 16 March 2018, Folios 1615-1621; and
- (c) the Easement for Safety Structure over part Lot 10 in Deposited Plan 1005181, known as 44-62 Castlereagh Street, Sydney, as published in the NSW Government Gazette No 85 of 31 August 2018, Folios 5773-5779.

2. **NO LIMITATION ON CONTRACT**

Nothing in this Schedule D6 limits the Principal's rights or affects Macquarie's obligations under any clause of this deed.

3. **ADJOINING PROPERTY EASEMENTS**

- (a) Macquarie:
 - (i) acknowledges that the Principal has the benefit of the Adjoining Property Easements as the Authority Benefited;
 - (ii) must, in performing Macquarie's Activities:
 - (A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of each Adjoining Property Easement as if it were named as the Authority Benefited in each Adjoining Property Easement, so as to ensure that the Principal is able to fully meet those obligations under each Adjoining Property Easement or otherwise at law except to the extent that the relevant table below:
 - (aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (bb) limits Macquarie's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to Macquarie in this Schedule D6 that are additional to or

more stringent or onerous than the conditions and requirements described in clause 3(a)(ii)(A) of this Schedule D6;

- (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in relevant the table below;
 - (iv) may not exercise any of the Principal's discretions or rights under an Adjoining Property Easement unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed); and
 - (v) subject to clause 3(a)(ii), as the Principal's Authorised User, obtain access to an Adjoining Property under an Adjoining Property Easement, and exercise all other rights under an Adjoining Property Easement, for the purpose of carrying out Macquarie's Activities.
- (b) Where an Adjoining Property Easement provides for the Principal to provide a document, notice or information to an Adjoining Owner, Macquarie:
- (i) must not provide any such document, notice or information directly to an Adjoining Owner; and
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to the Principal within sufficient time for the Principal to review and comment on the document, notice or information and provide it to the Adjoining Owner within the time period required by the relevant Adjoining Owner Easement.
- (c) Macquarie must, in carrying out Macquarie's Activities:
- (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of each Adjoining Property Easement;
 - (ii) ensure that no act or omission of Macquarie constitutes, causes or contributes to any breach by the Principal of its obligations under any Adjoining Property Easement or otherwise at all; and
 - (iii) otherwise act consistently with the terms of each Adjoining Property Easement.
- (d) Nothing in any Adjoining Property Easement or this Schedule D6 limits the Principal's rights or Macquarie's obligations in relation to Construction Completion, Completion or the rectification of Defects under this deed.
- (e) Macquarie must indemnify the Principal from and against any claim by an Adjoining Owner or any Liability of the Principal to an Adjoining Owner arising out of or in any way in connection with an Adjoining Property Easement to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, a breach by Macquarie of the requirements of this Schedule D6 or the negligence or fraud of Macquarie:
- (i) provided that Macquarie's responsibility to indemnify the Principal will be reduced to the extent that a negligent or wrongful act or omission of the Principal or its Associates or an agent of the Principal contributed to the Liability or claim; and
 - (ii) except to the extent it is limited in this Schedule D6.

- (f) Macquarie:
- (i) bears the full risk of:
 - (A) it complying with the obligations under this Schedule D6; and
 - (B) any acts or omissions of an Adjoining Owner or its employees, agents, contractors or officers or persons legally entitled and authorised to occupy any part of any Adjoining Property, except where such acts or omissions arise as a consequence of a breach by the Principal of its obligations under a Project Document; and
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:
 - (A) the risks referred to in clause 3(f)(i) of this Schedule D6; or
 - (B) any acts or omissions of an Adjoining Owner or its employees, agents, contractors or officers or persons legally entitled and authorised to occupy any part of any Adjoining Property, except where such acts or omissions directly arise as a consequence of a breach by the Principal of its obligations under this deed.

Easement for Rock Anchors over part of Hunter Street, Sydney, Elizabeth Street, Sydney and Castlereagh Street, Sydney (NSW Government Gazette No 111 of 29 September 2017, Folios 5760-5779)

Clause	Title	Extent of the Principal's responsibility for the clause specified
1.2(b)(i)	Terms of the Easement	All, except where the damage was caused by, arises out of or is in any way in connection with Macquarie's Activities.
1.3(a)(ii)	Expiry of the Easement	The Principal's obligations under this clause are limited to reviewing, commenting on and providing to the Adjoining Owner notices provided by Macquarie in accordance with clause 3(b) of this Schedule D6.
1.3(c)(i)	Expiry of the Easement	All

Easement for Rock Anchors over part Lot 10 in Deposited Plan 1005181, known as 44-62 Castlereagh Street, Sydney (NSW Government Gazette No 32 of 16 March 2018, Folios 1615-1621)

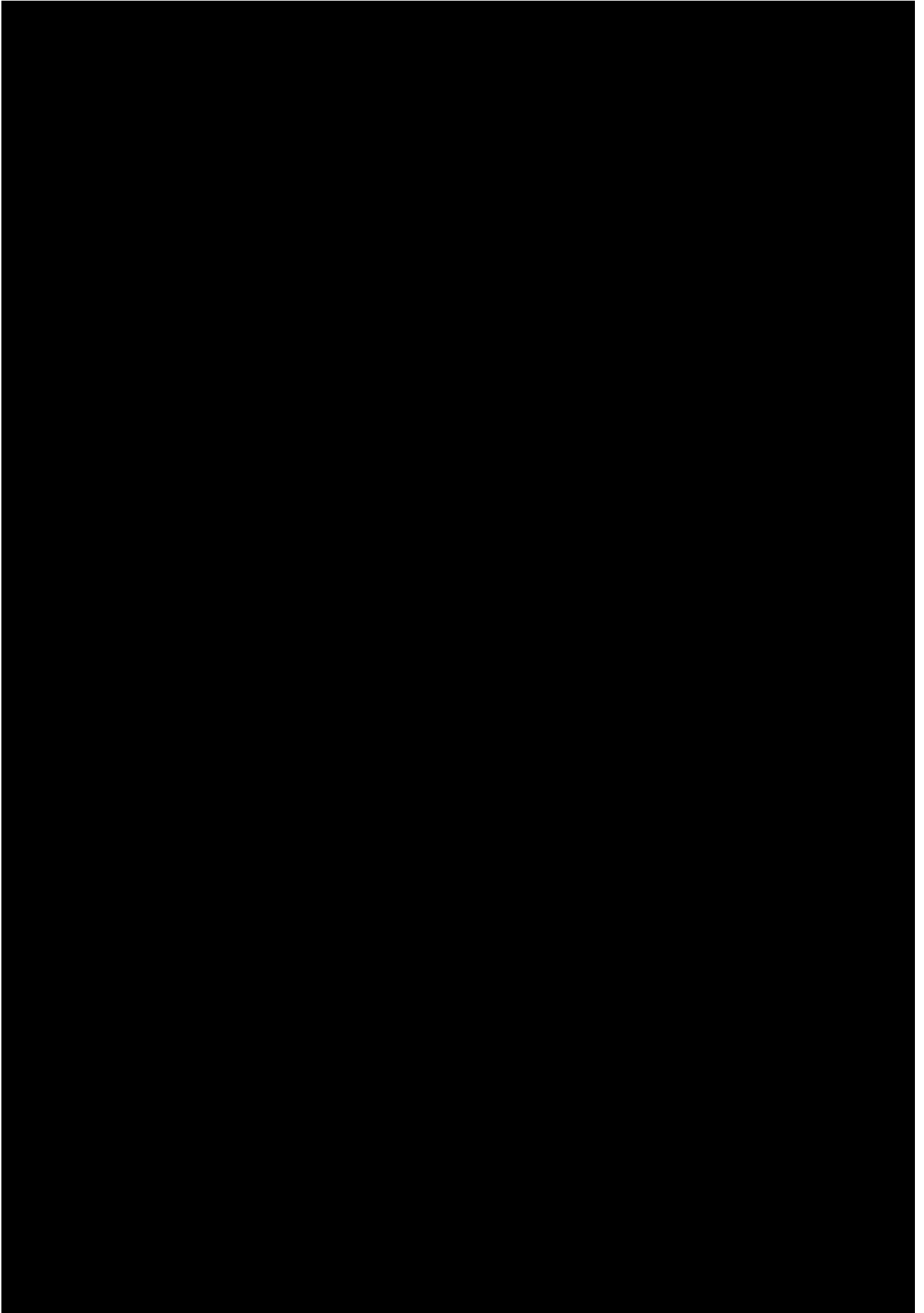
Clause	Title	Extent of the Principal's responsibility for the clause specified
1.2(b)(i)	Terms of the easement	All, except where the damage was caused by, arises out of or is in any way in connection with Macquarie's Activities.
1.3(a)(ii)	Expiry of the easement	The Principal's obligations under this clause are limited to reviewing, commenting on and providing to the Adjoining Owner notices

		provided by Macquarie in accordance with clause 3(b) of this Schedule D6.
1.3(c)(i)	Expiry of the easement	All

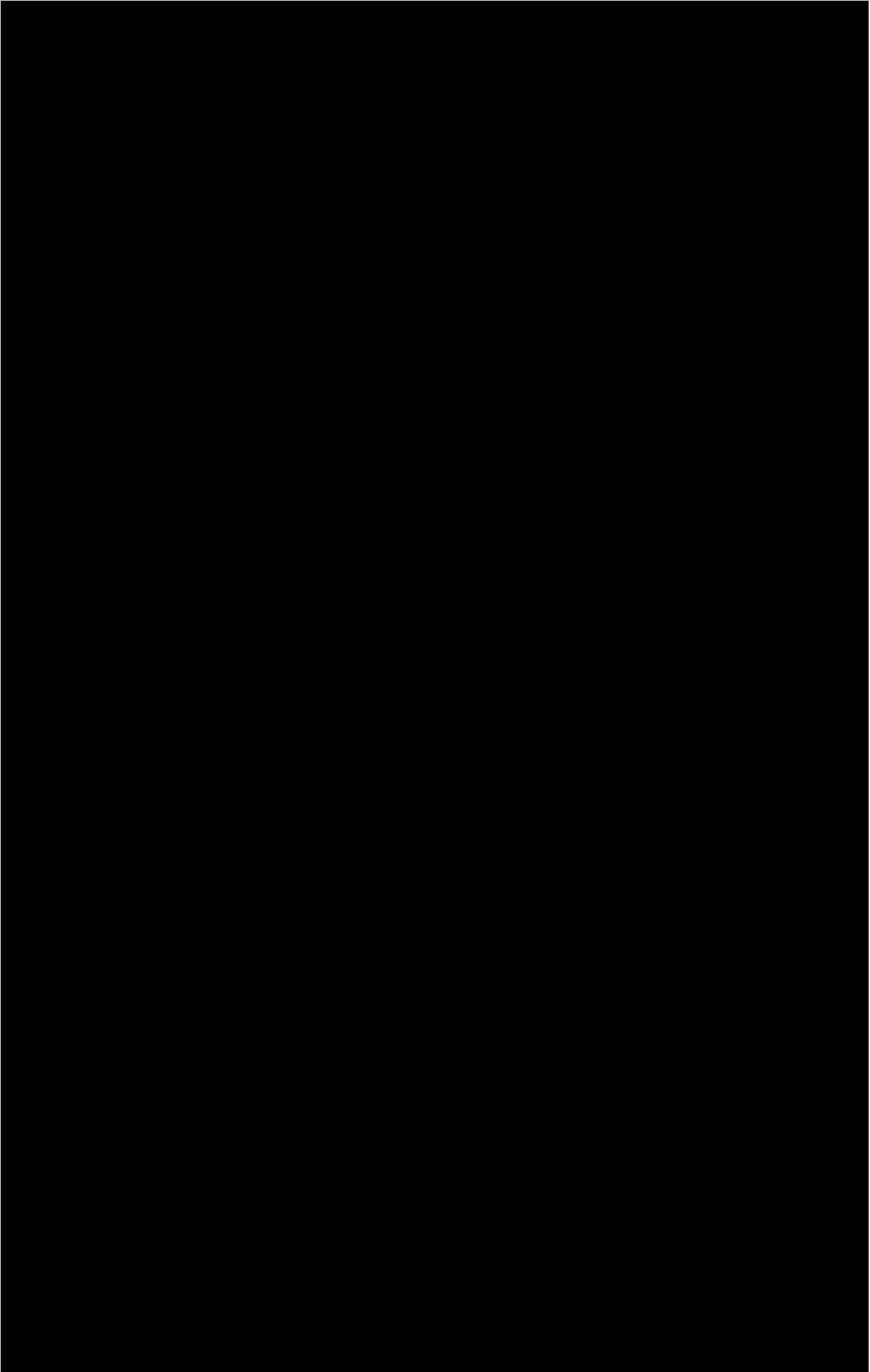
Easement for Safety Structure over part Lot 10 in Deposited Plan 1005181, known as 44-62 Castlereagh Street, Sydney (NSW Government Gazette No 85 of 31 August 2018, Folios 5773-5779)

Clause	Title	Extent of the Principal's responsibility for the clause specified
1.2(b)(i)	Terms of the Easement	All
1.2(b)(ii)	Terms of the Easement	All, except where the damage was caused by, arises out of or is in any way in connection with Macquarie's Activities.
1.3(a)	Expiry of the Easement	The Principal's obligations under this clause are limited to reviewing, commenting on and providing to the Adjoining Owner notices provided by Macquarie in accordance with clause 3(b) of this Schedule D6.
1.3(c)	Expiry of the Easement	All

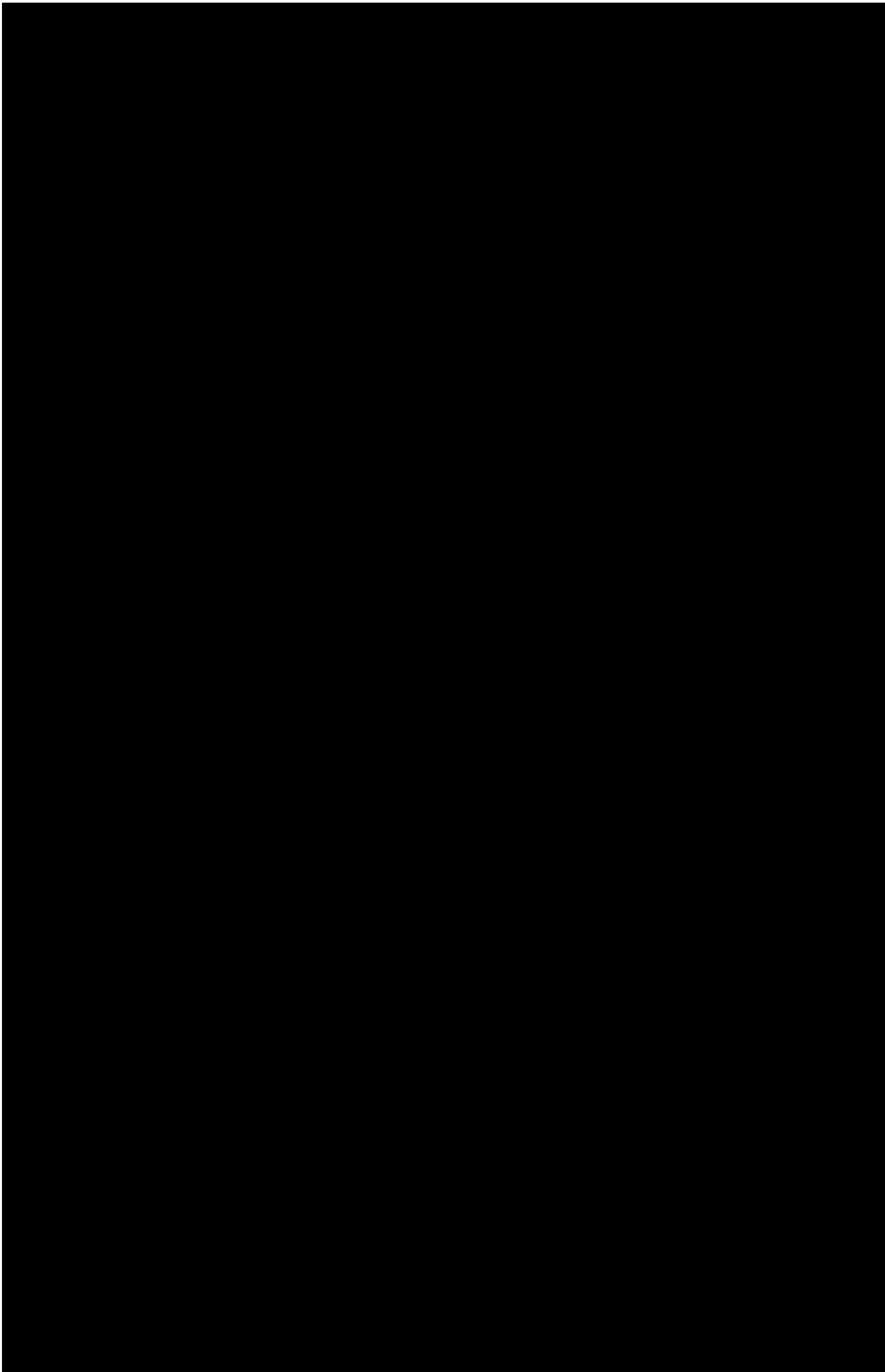
SCHEDULE E1
Payment Schedule

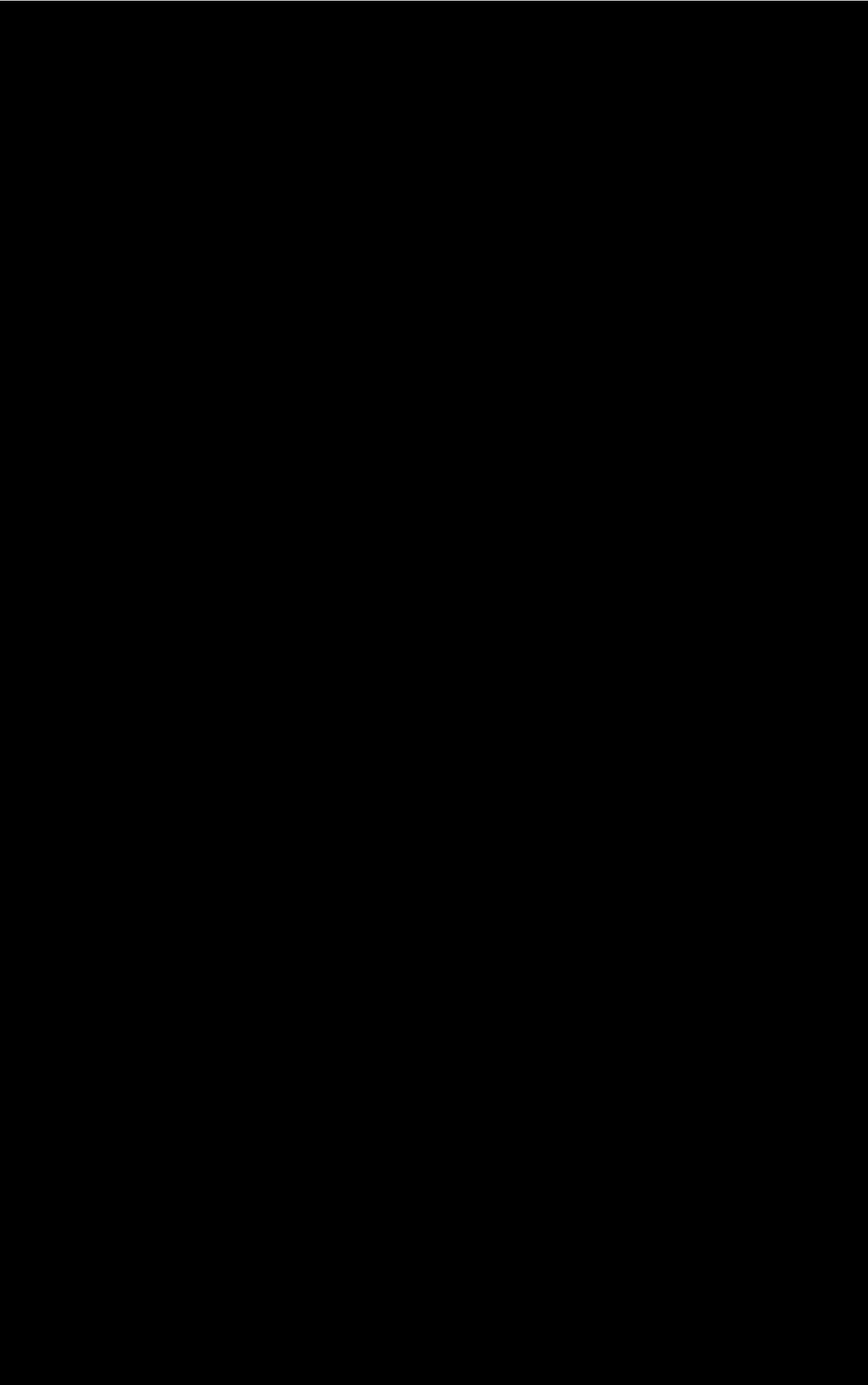


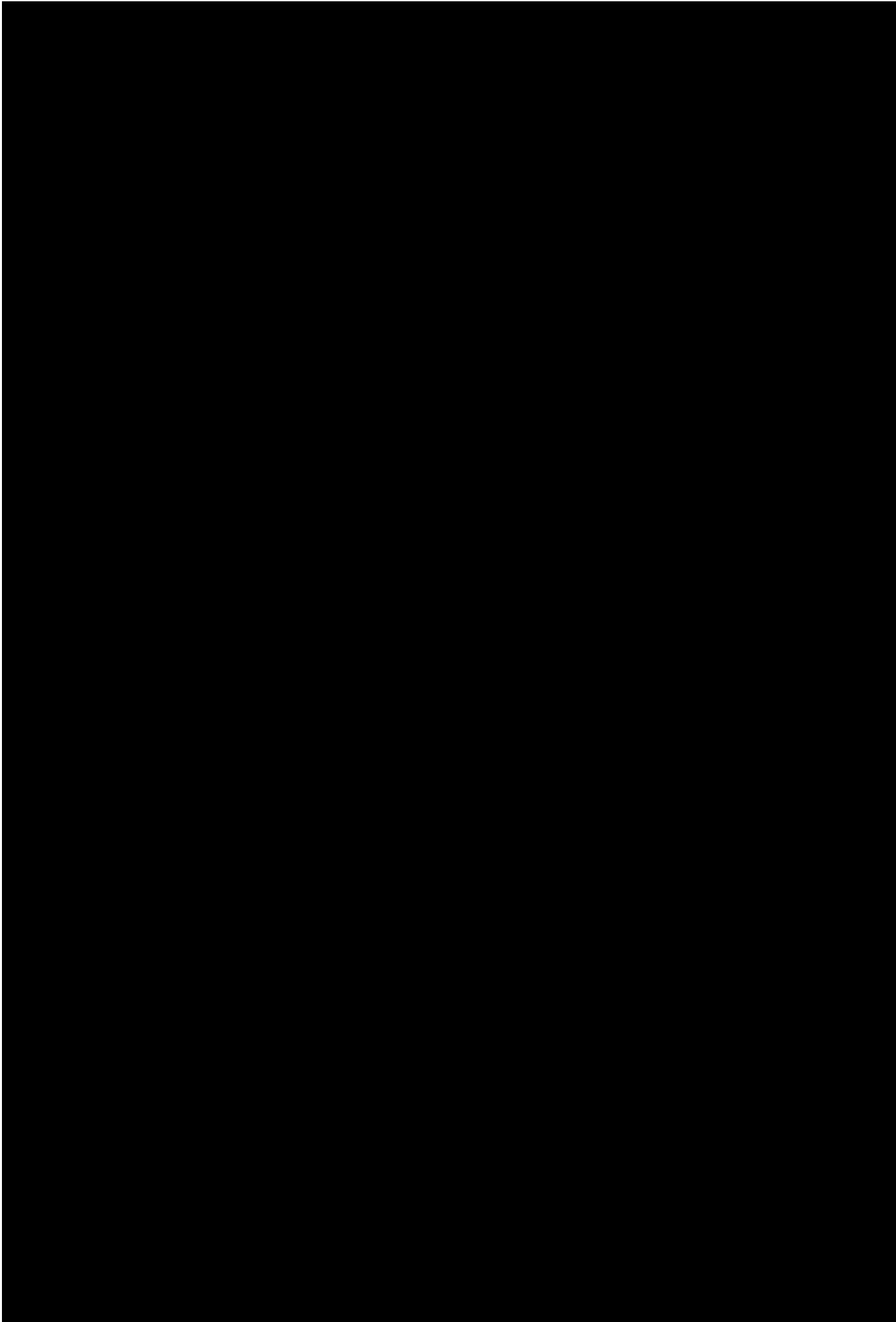


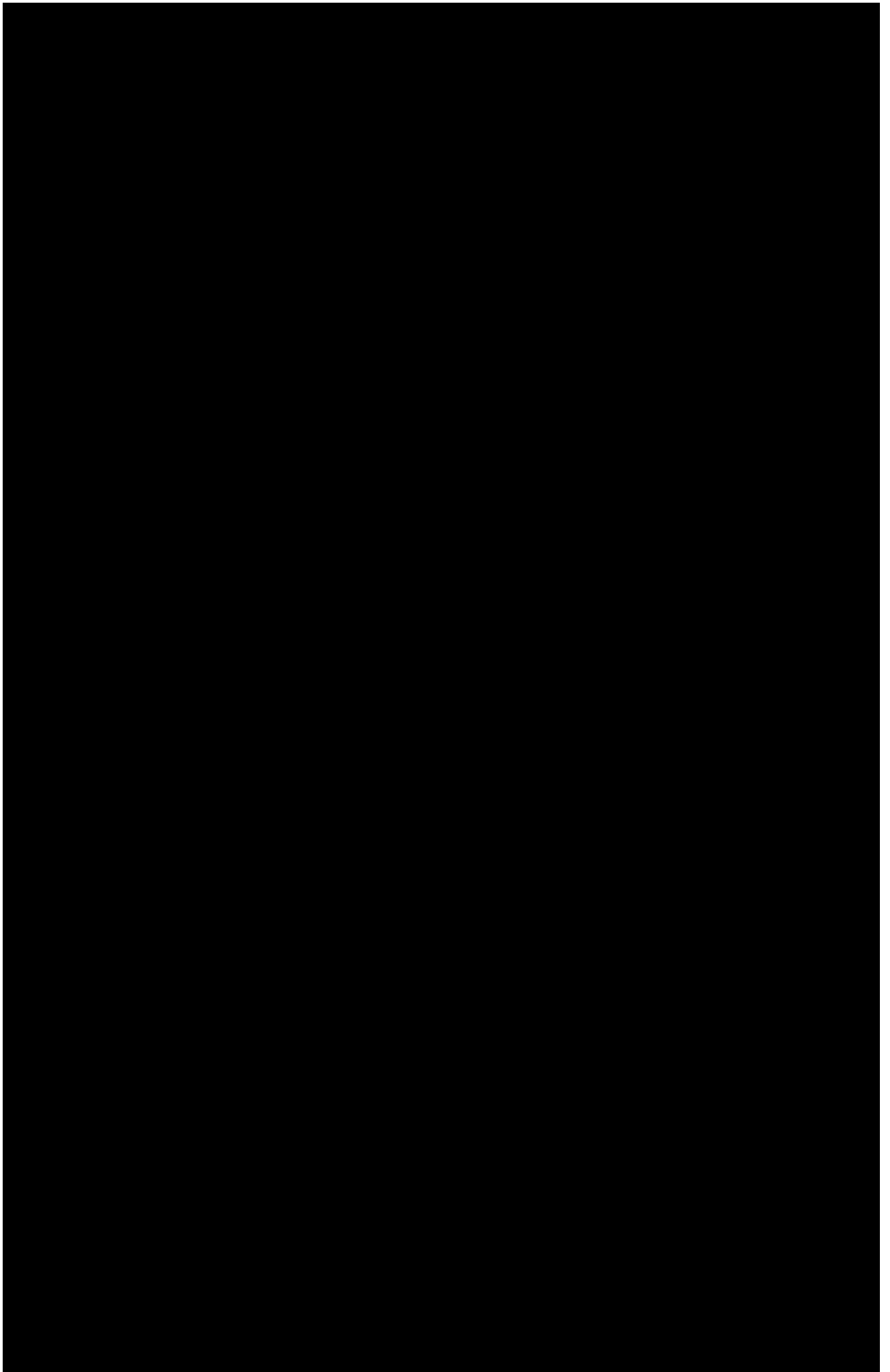


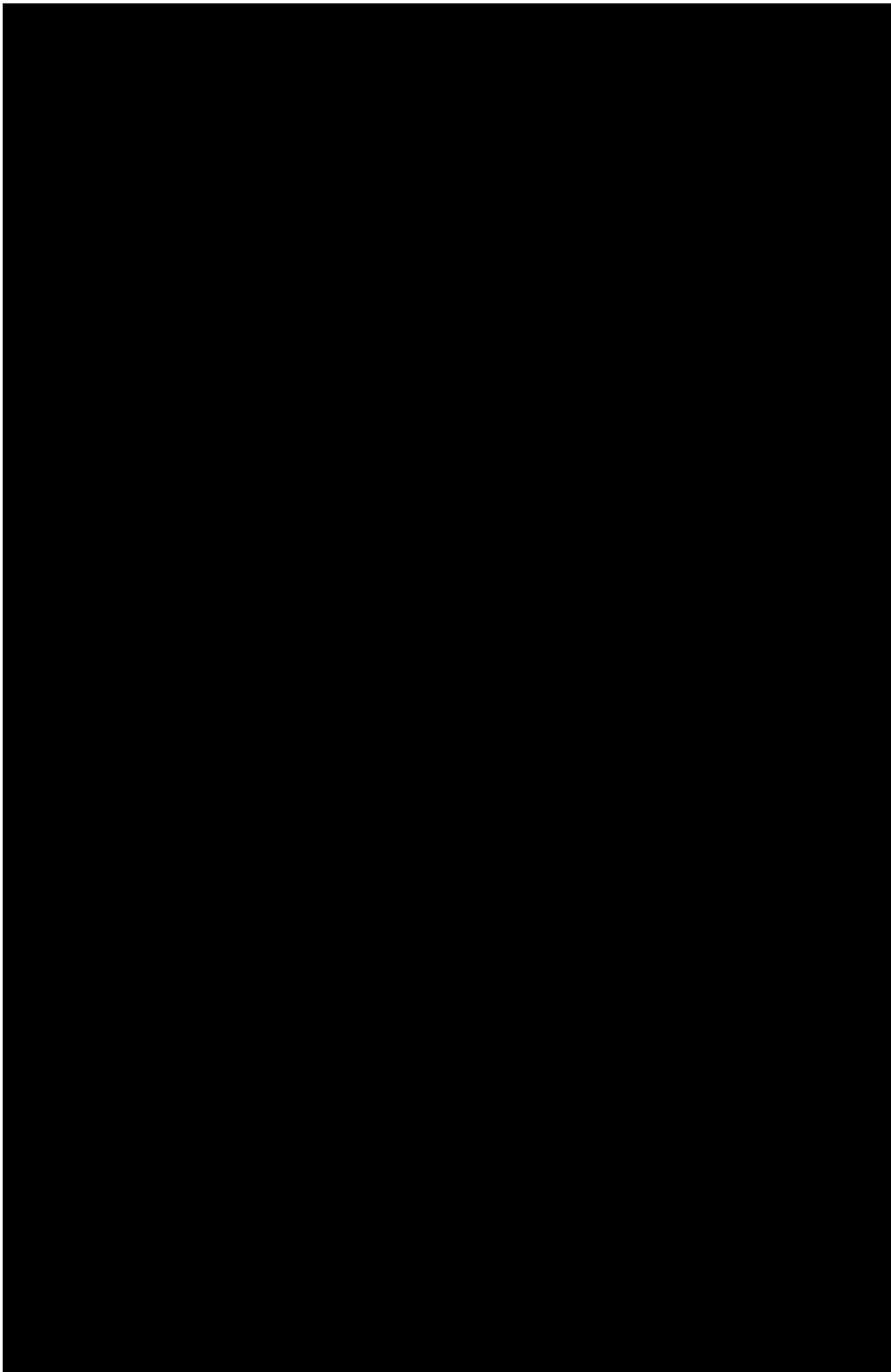


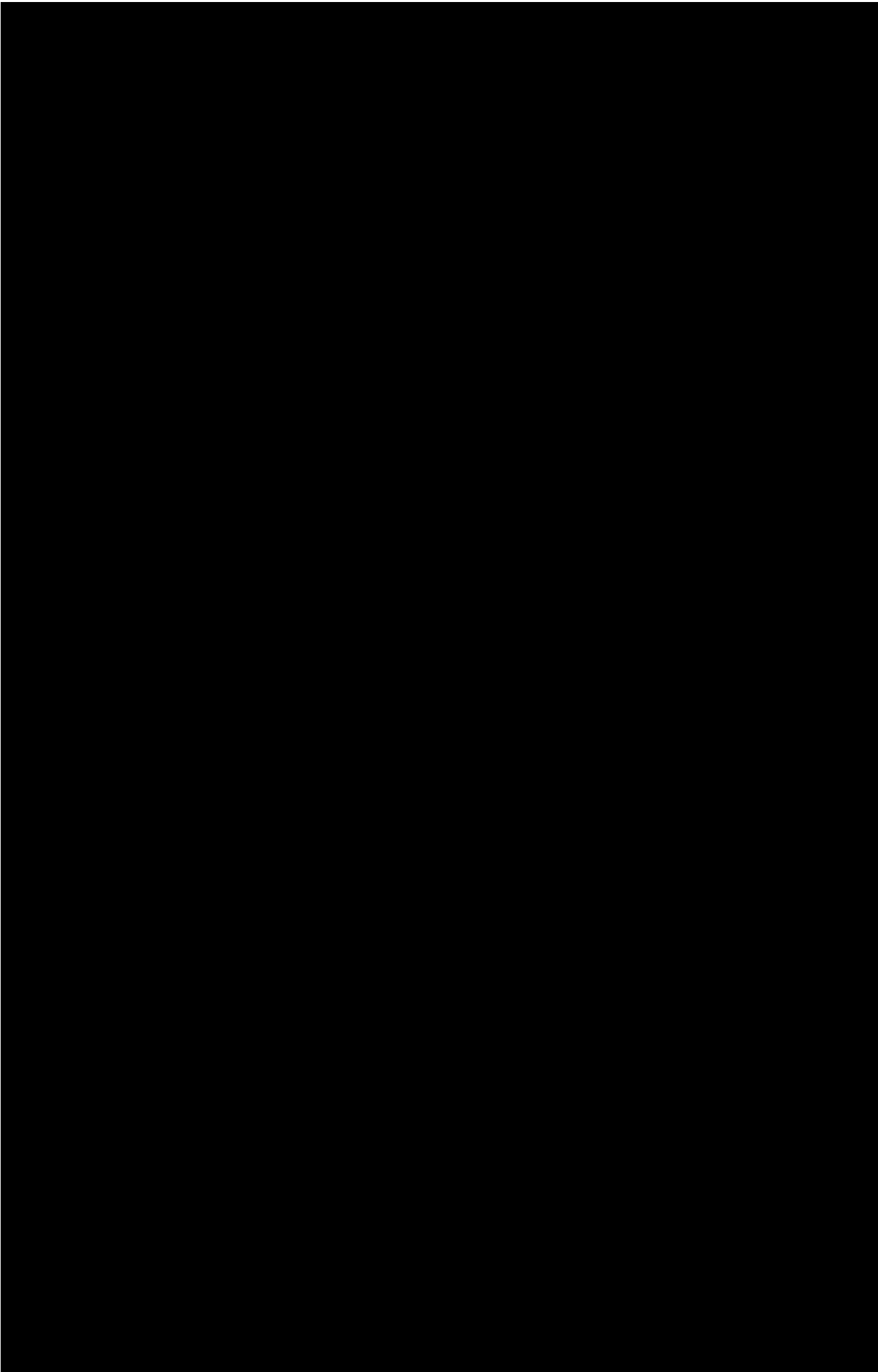


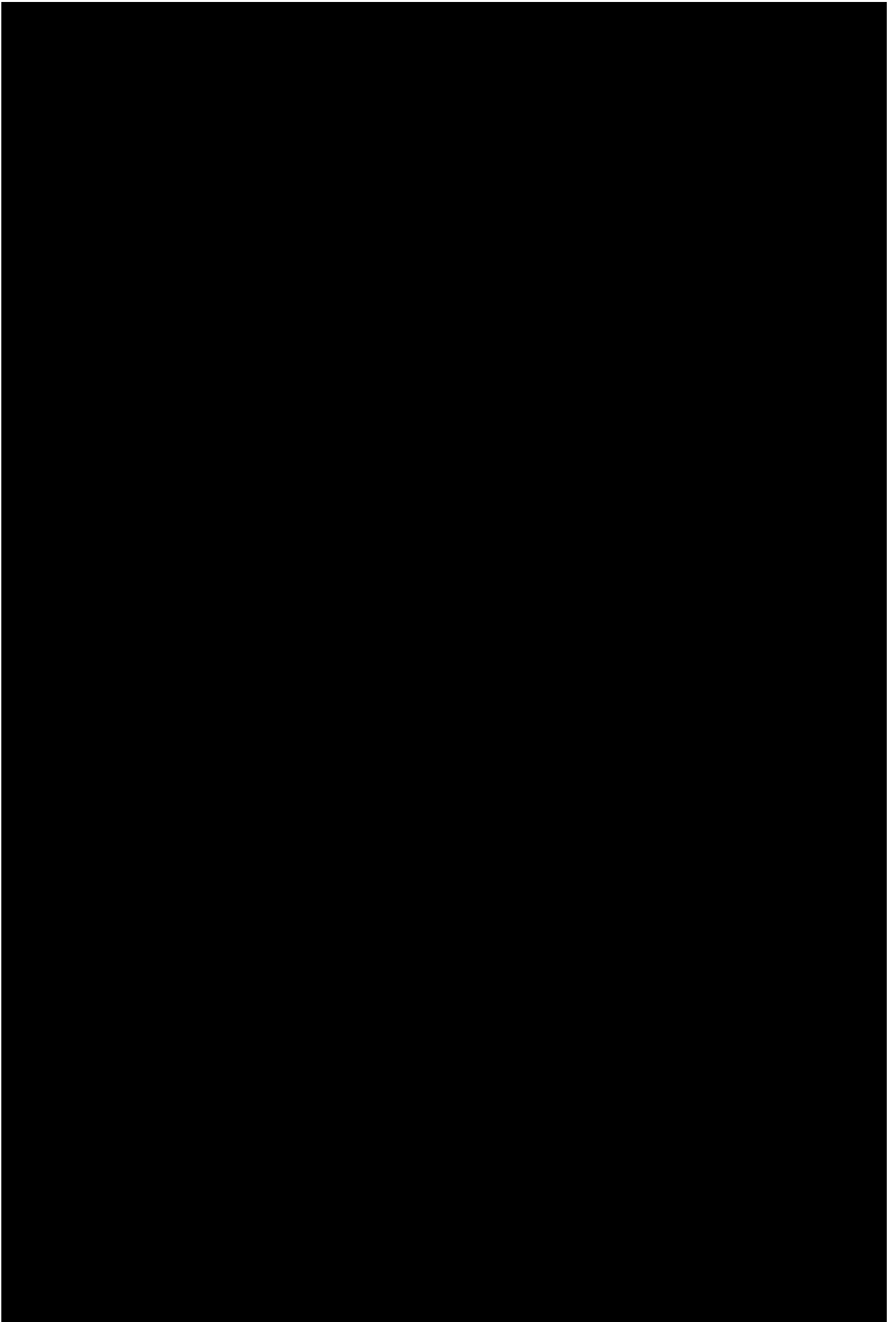


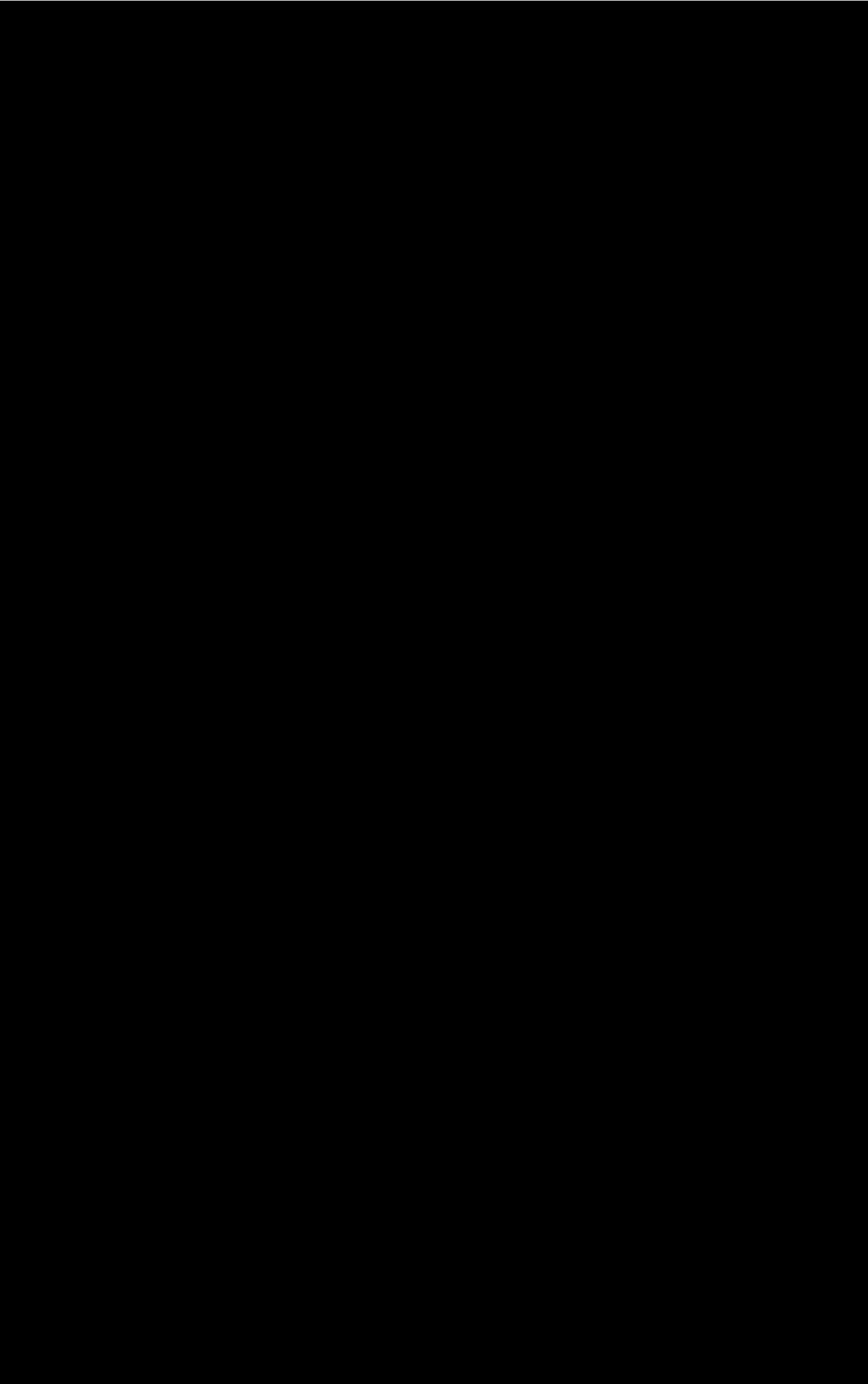


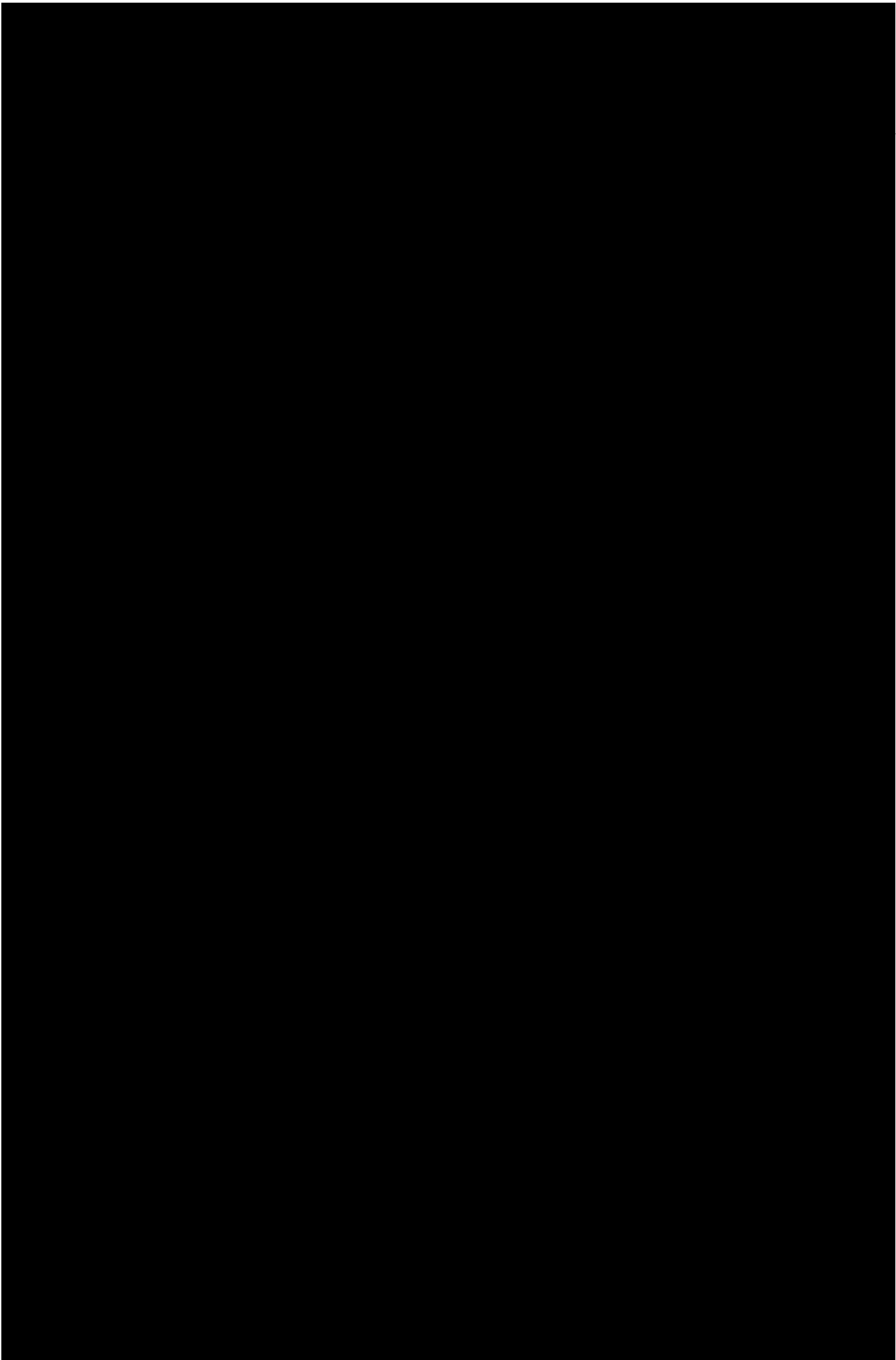


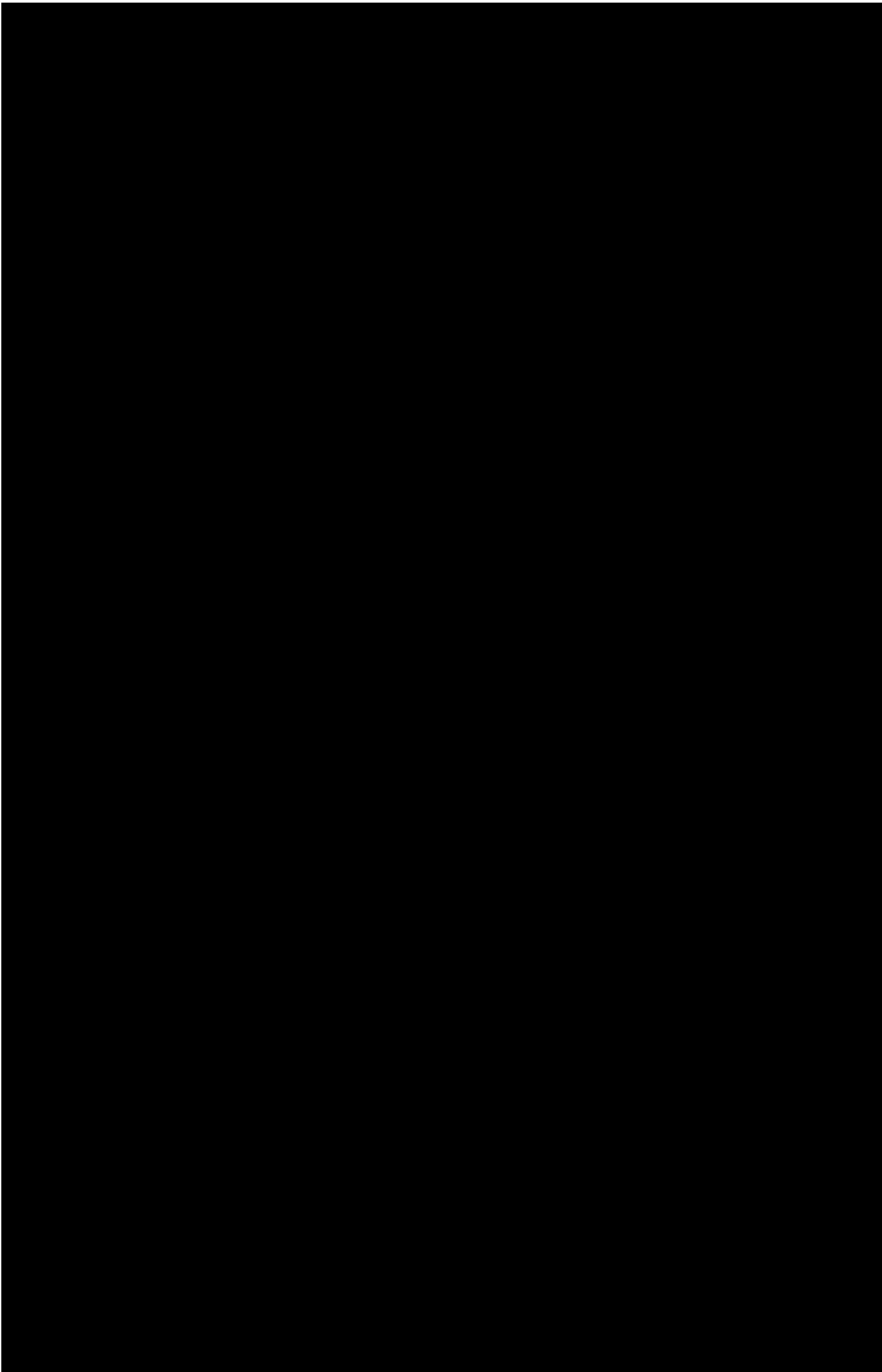


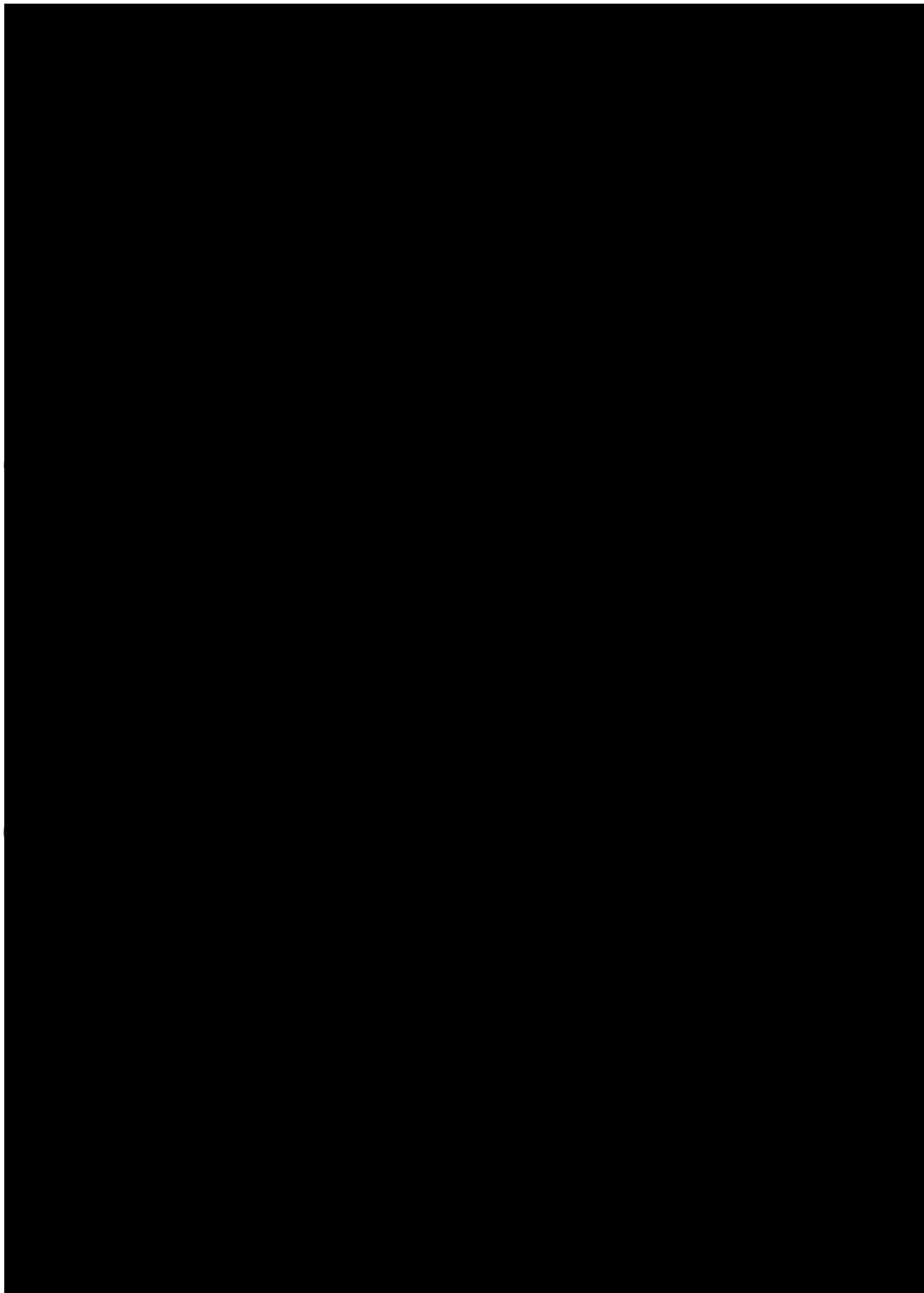


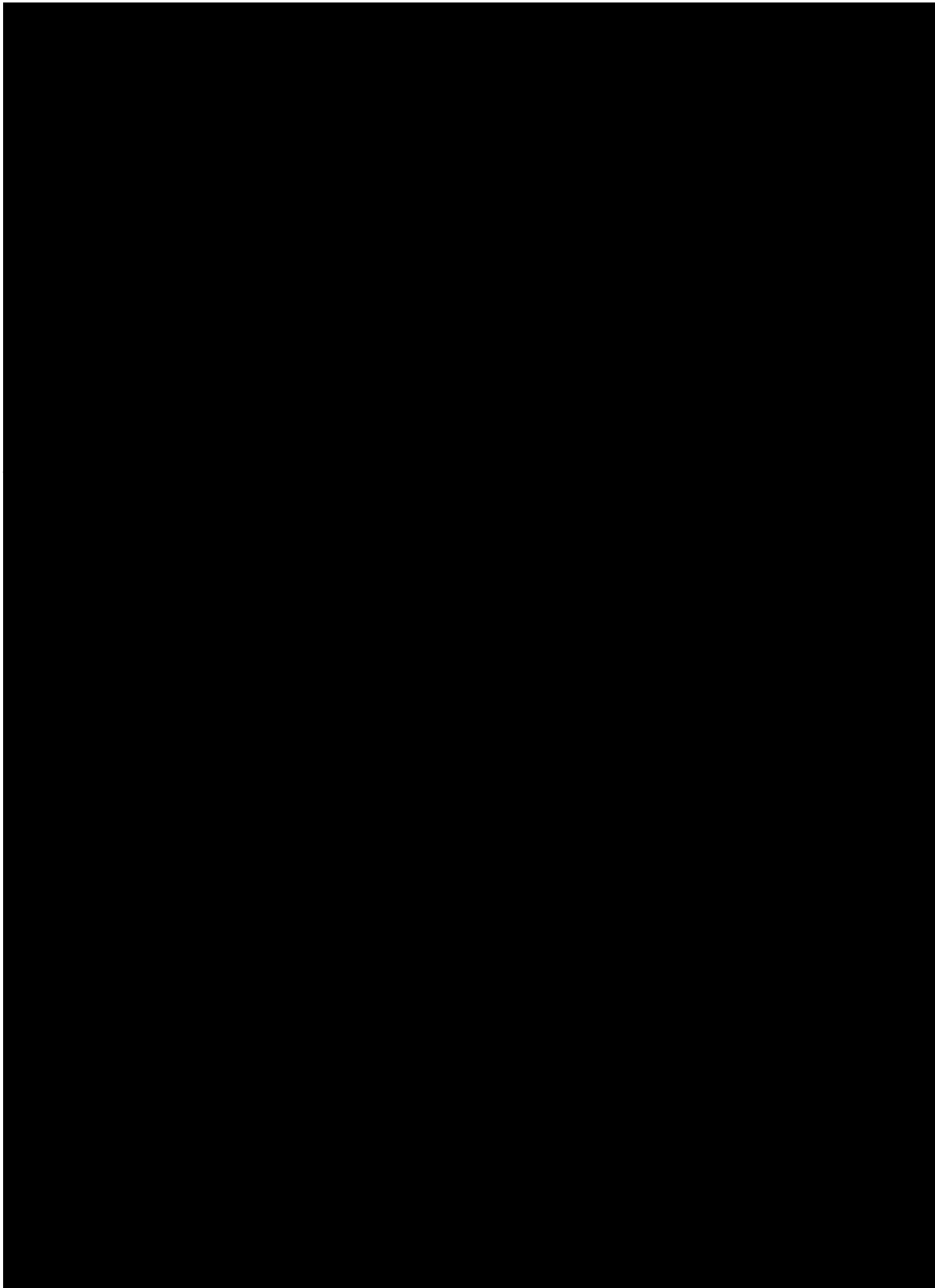












**SCHEDULE E2
Form of Bank Guarantee**

Bank Guarantee Number: [insert]

THIS DEED POLL (Undertaking) made the day of 20

IN FAVOUR OF: **Sydney Metro (ABN 12 354 063 515) (Principal)**, 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

GIVEN BY: **Macquarie Bank Limited (ABN 46 008 583 542) (Financial Institution)**

Macquarie: » Macquarie Group Limited

ABN: » 94 122 169 279

Security Amount: \$ » [*insert*]

The Contract: The deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between the Principal and Macquarie Group Limited ABN 94 122 169 279 (**Macquarie**) dated on or about [*insert*]

Contract Number: » 507

Other capitalised words and phrases in this Undertaking have the meanings given in the Contract.

Undertaking

1. At the request of Macquarie, and in consideration of the Principal accepting this Undertaking from the Financial Institution in connection with the Contract, the Financial Institution unconditionally undertakes to pay on demand any amount or amounts demanded by the Principal to the maximum aggregate sum of the Security Amount.
2. Demands under this Undertaking may be made (Attention to Head of CDP, Head of Asset Finance Operations and Head of Asset Finance Legal) at:
 - (a) Level 5, 50 Martin Place, Sydney, NSW; or
 - (b) any other office maintained by the Financial Institution in Sydney from time to time.
3. The Financial Institution unconditionally agrees that, if notified in writing by the Principal (or someone authorised by the Principal) that it requires all or some of the Security Amount, the Financial Institution will pay the Principal at once:
 - (a) the lesser of the amount demanded and the unpaid balance of the Security Amount;
 - (b) however if the demand is received by the Financial Institution on a day that is not a Business Day or after 2:00pm on a Business Day, the Financial Institution will be taken to have received the demand at 9:00am on the next Business Day;
 - (c) without reference to Macquarie; and

- (d) despite any notice from Macquarie not to pay.
- 4. The Principal must not assign this Undertaking without the prior written agreement of the Financial Institution, which must not be unreasonably withheld.
- 5. This Undertaking continues until one of the following occurs:
 - (a) the Principal notifies the Financial Institution in writing that the Security Amount is no longer required;
 - (b) this Undertaking is returned to the Financial Institution; or
 - (c) the Financial Institution pays the Principal the whole of the Security Amount.
- 6. At any time, without being required to, the Financial Institution may pay the Principal the Security Amount less any amounts previously paid under this Undertaking, and the liability of the Financial Institution will then immediately end.
- 7. This Undertaking is governed by the laws of the State of New South Wales.

SIGNED as a deed poll.

Signed sealed and delivered for and on behalf of **Macquarie Bank Limited** by its Attorneys under a Power of Attorney dated 13 September 2017, and each Attorney declares that it has not received any notice of the revocation of such Power of Attorney, in the presence of:

Signature of Witness

Signature of Attorney

Name of Witness in full

Name of Attorney in full

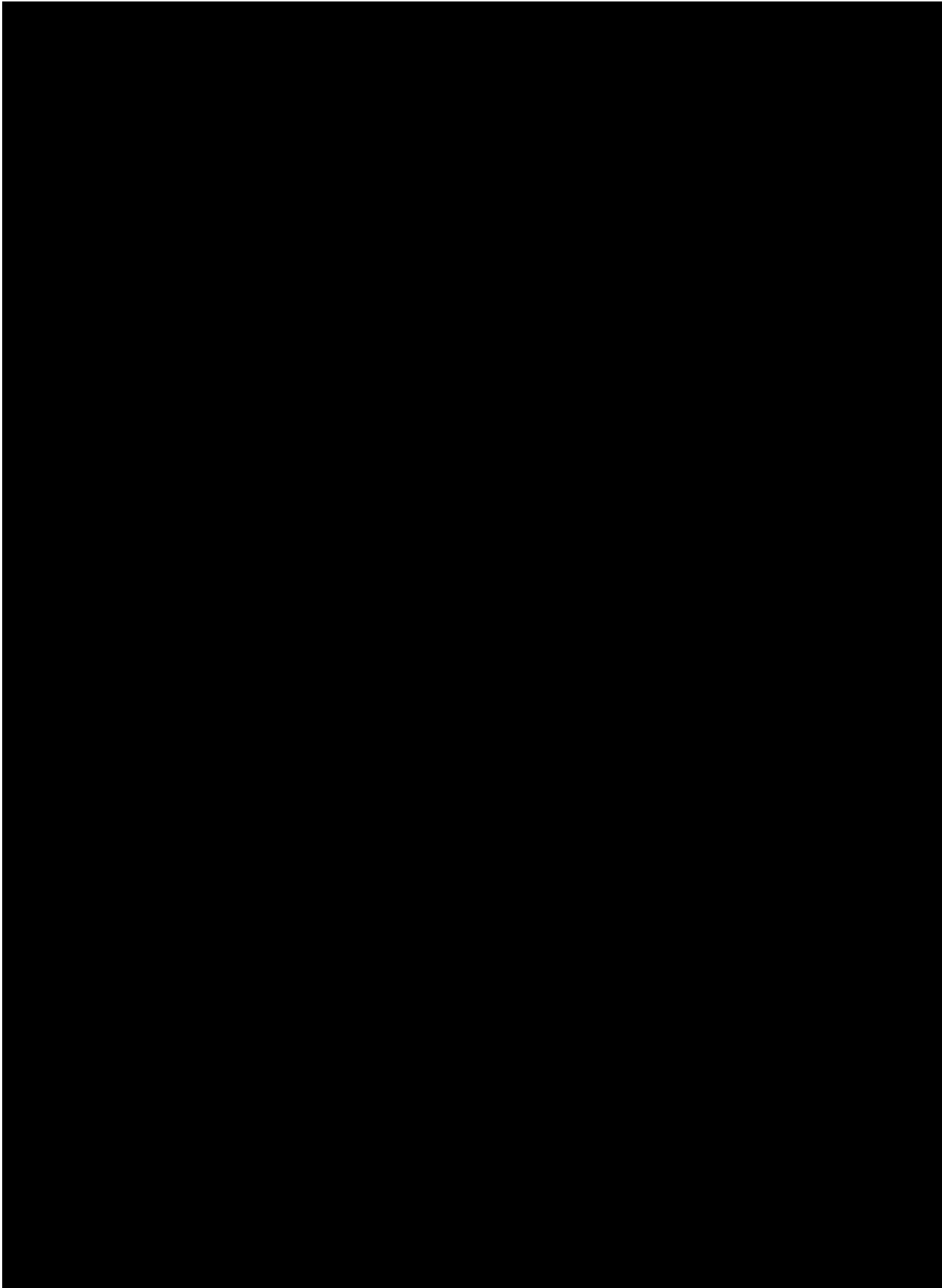
Signature of Witness

Signature of Attorney

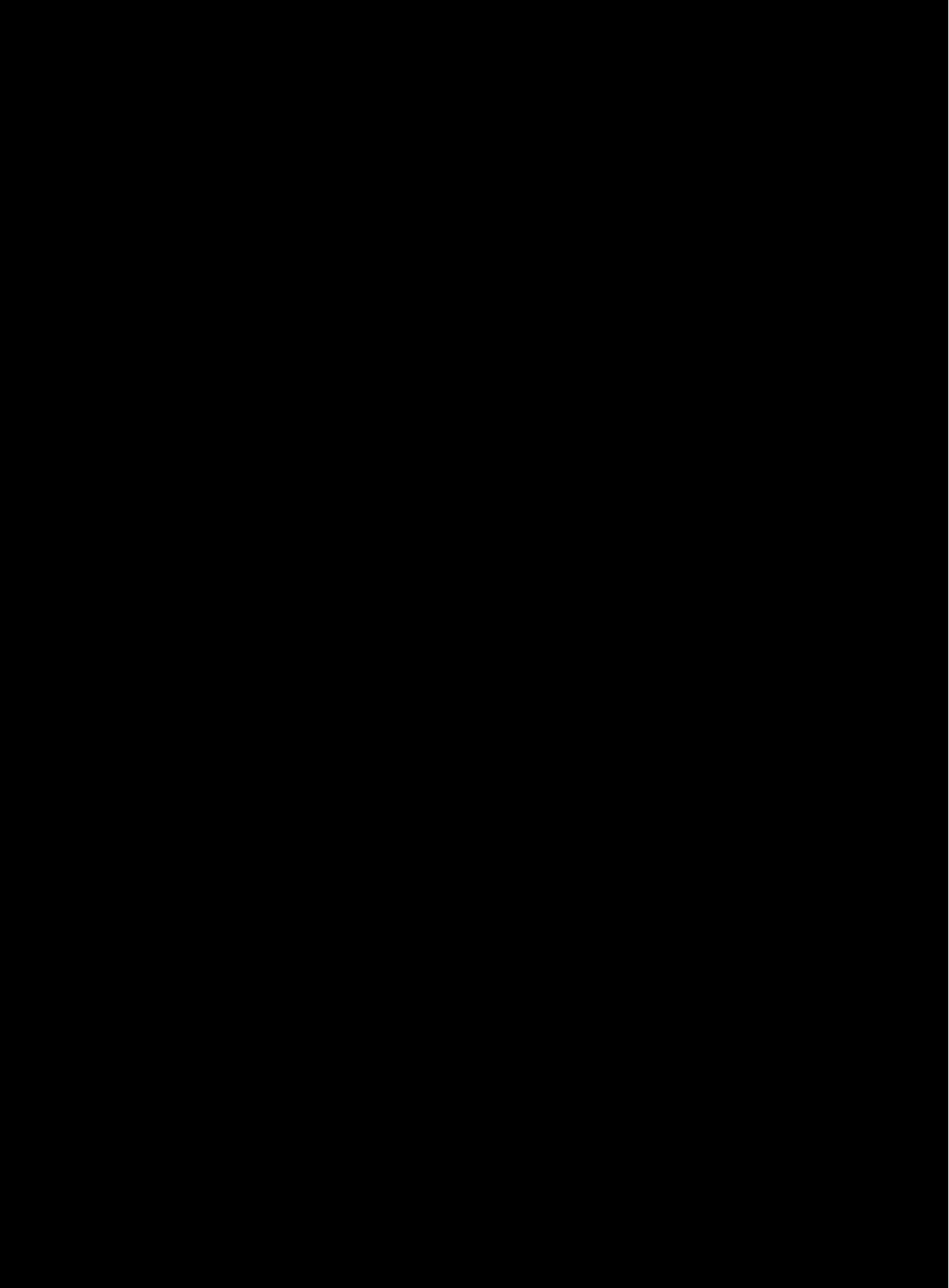
Name of Witness in full

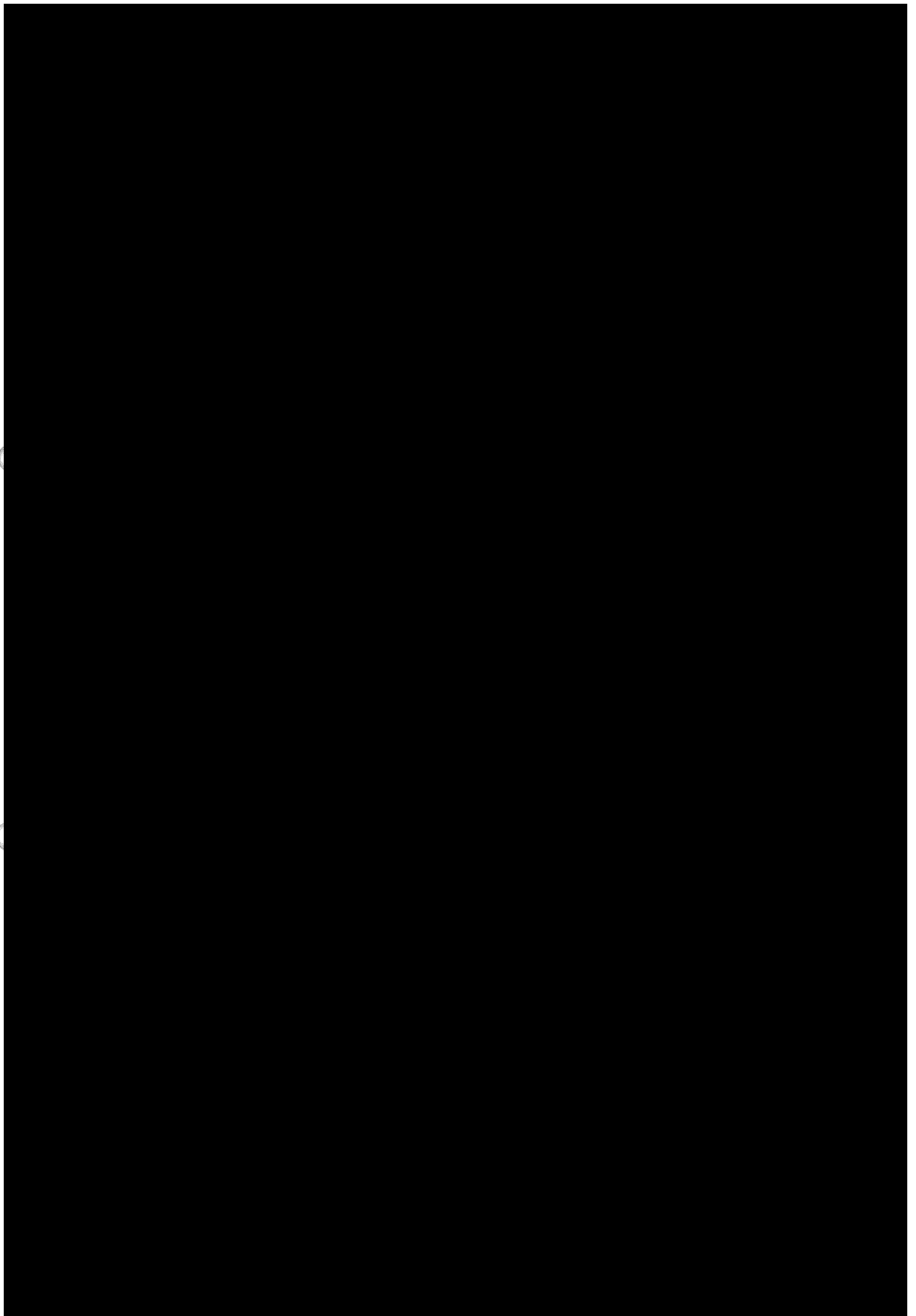
Name of Attorney in full

**SCHEDULE E3
Claims and Losses**



**SCHEDULE E4
Delay Costs**





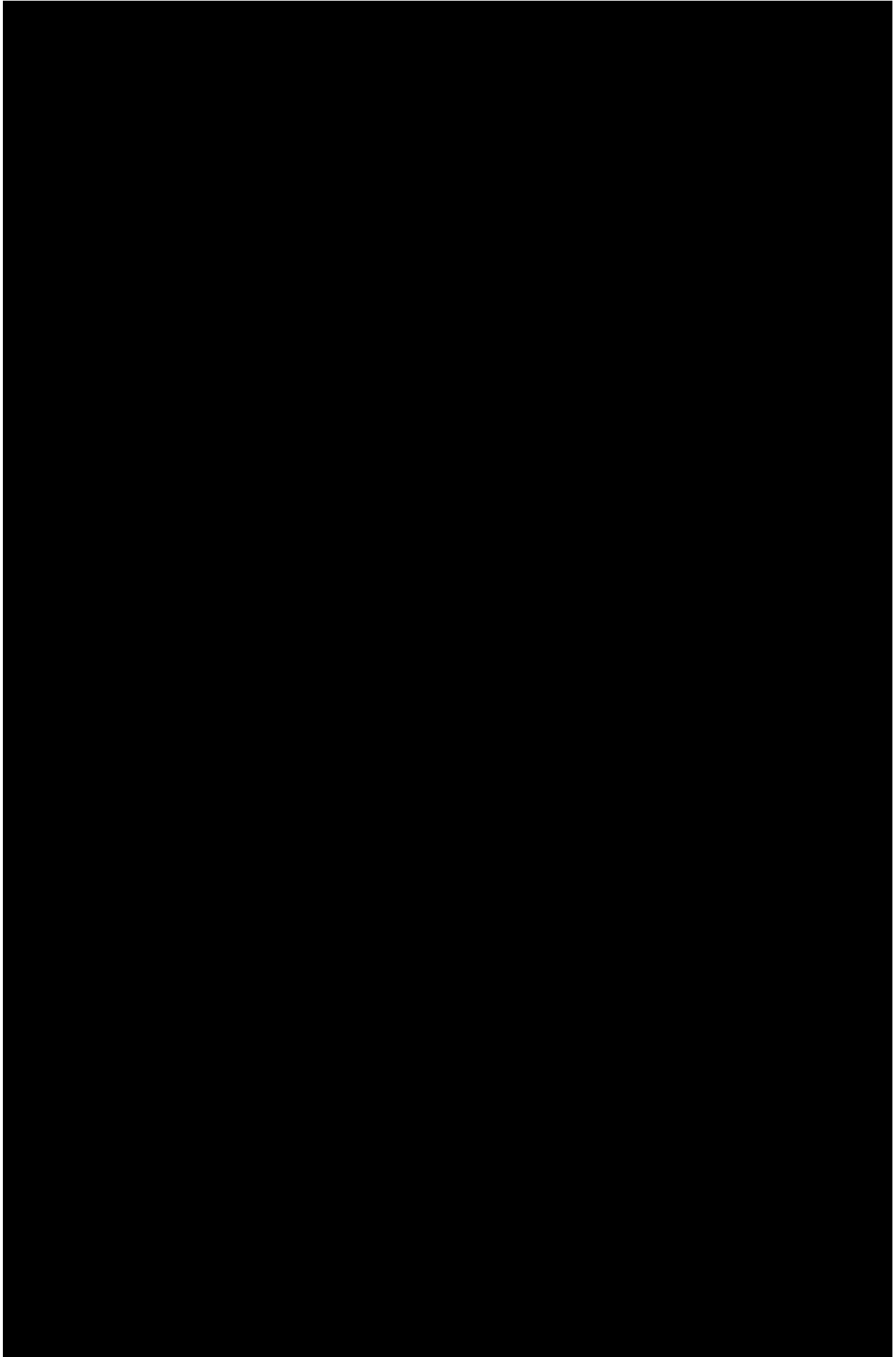
SCHEDULE E5
Insurance policies

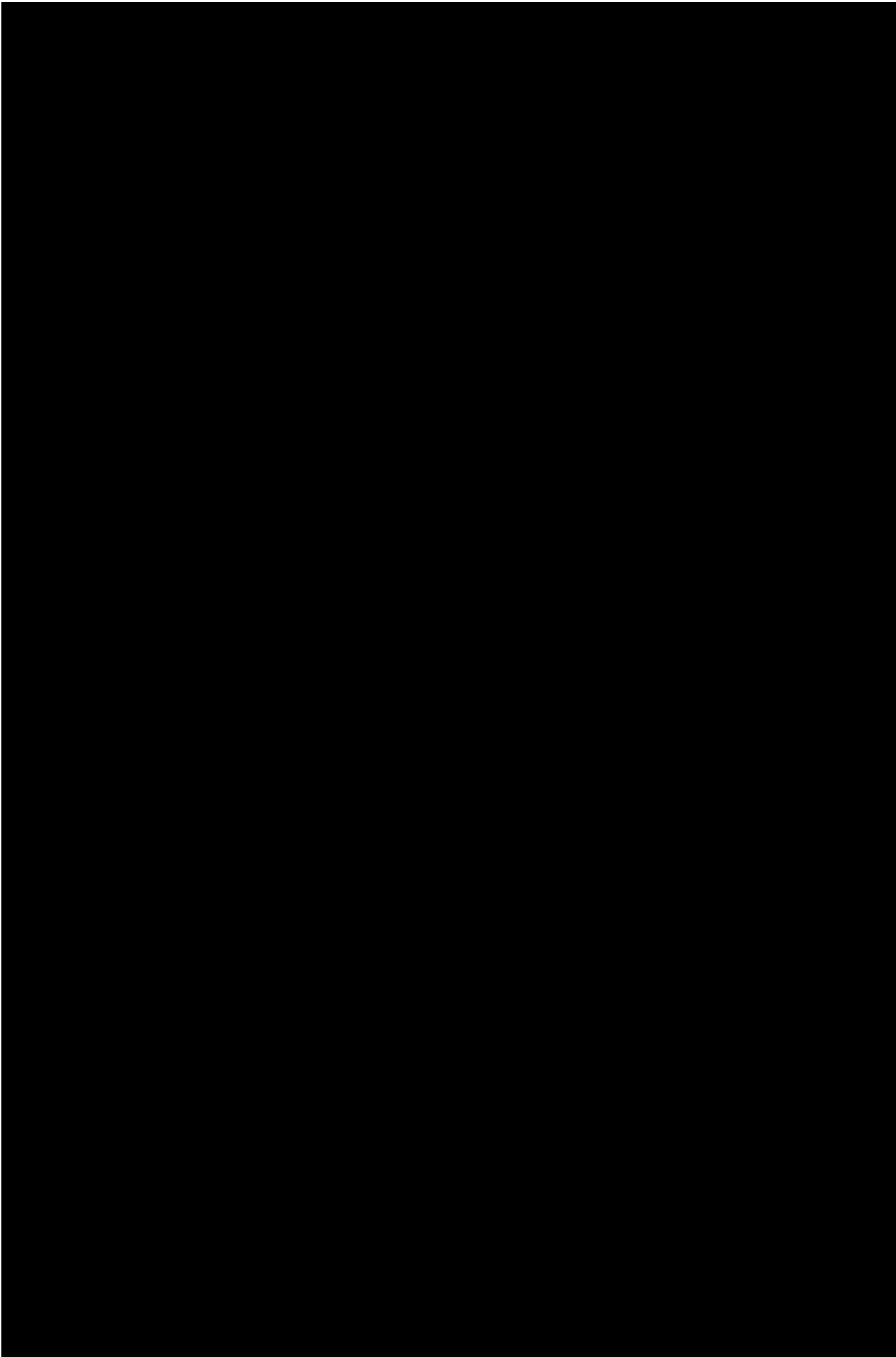
For the purposes of clause 41.2, refer to the following insurance policy documents which are included in Schedule F1 as electronic files:

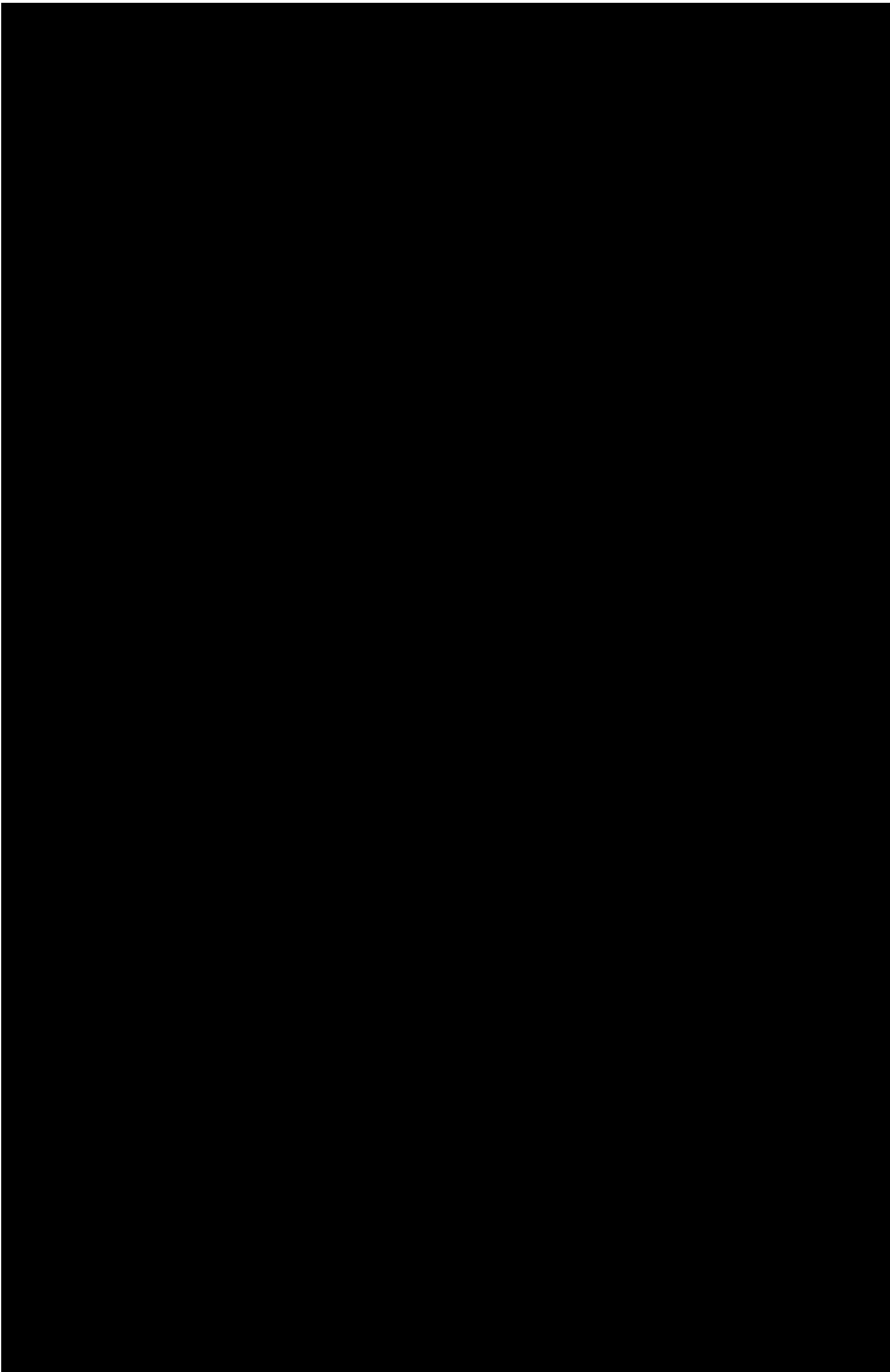
No.	Principal's Insurance	Relevant documents	Electronic file name
1	Contract works (material damage) insurance	Contract Works Insurance Policy Endorsement 1 to Contract Works Policy	Schedule E5_Contract Works_Policy.pdf Schedule E5_Contract Works_Endorsement001.pdf
2	Public and products liability insurance	Public and Products Liability Insurance Policy Memorandum of Insurance (Excess Liability Insurance – Project Specific [REDACTED] and naming Sydney Metro a NSW Government agency constituted by section 3D of the <i>Transport Administration Act 1988</i> (NSW) as the named insured) Endorsement 1 to Public & Products Liability Policy	Schedule E5_Public Liability_Policy.pdf Schedule E5_Public Liability_MOI.pdf Schedule E5_Public Liability_Endorsement001.pdf
3	DSU Insurance	DSU Insurance Policy	Schedule E5_DSU_Policy.pdf

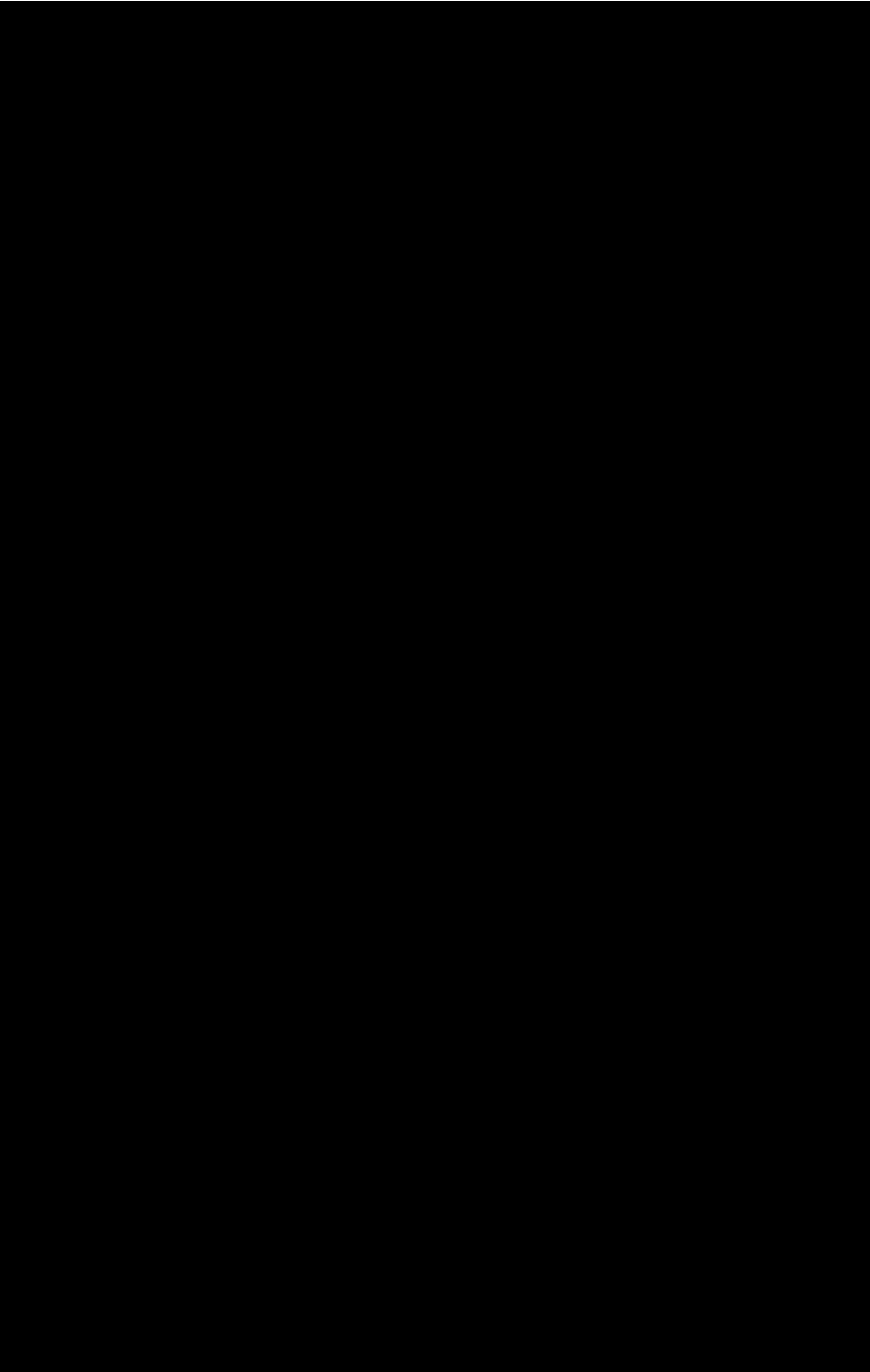
SCHEDULE E6
Not used

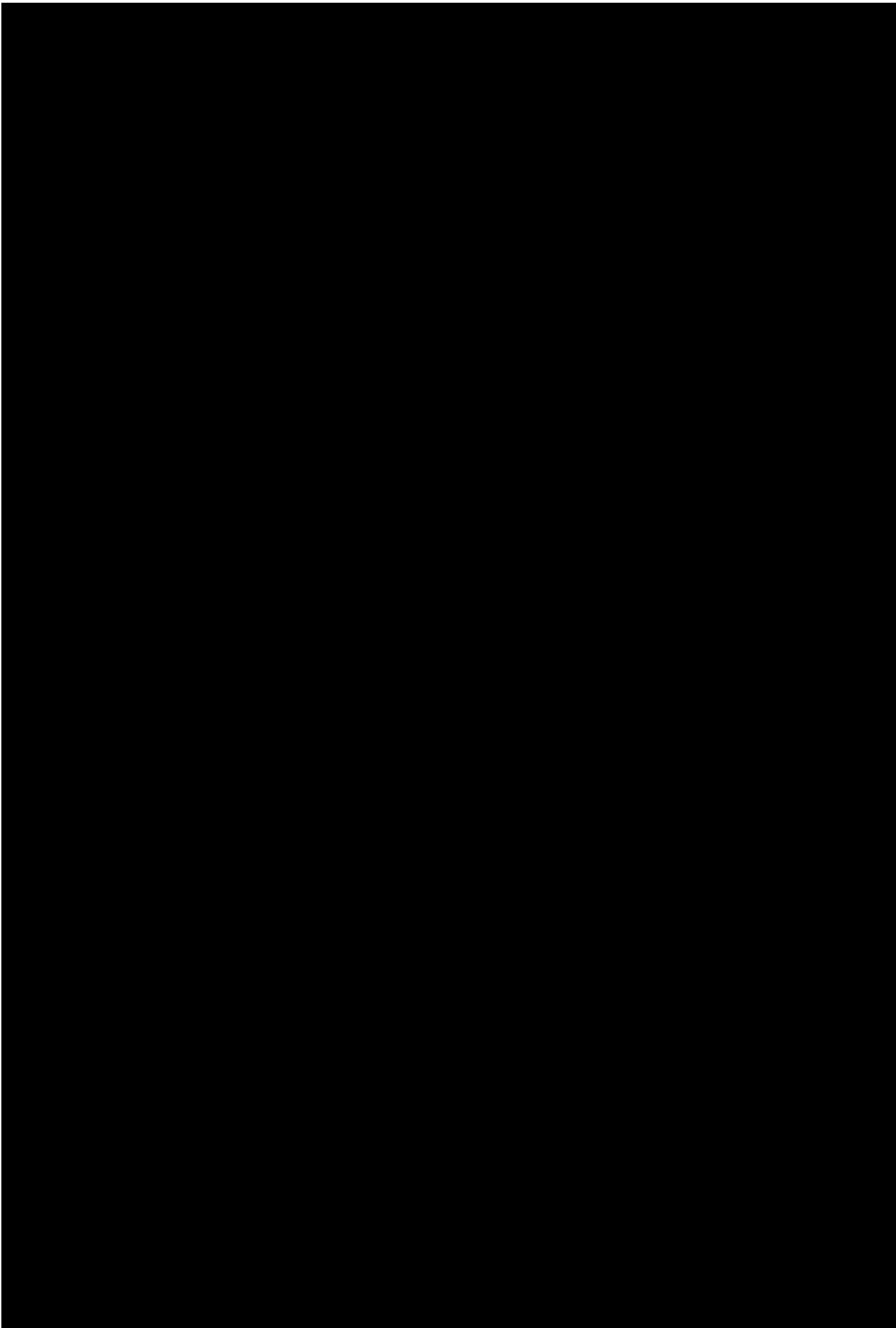
**SCHEDULE E7
Termination Payment Schedule**

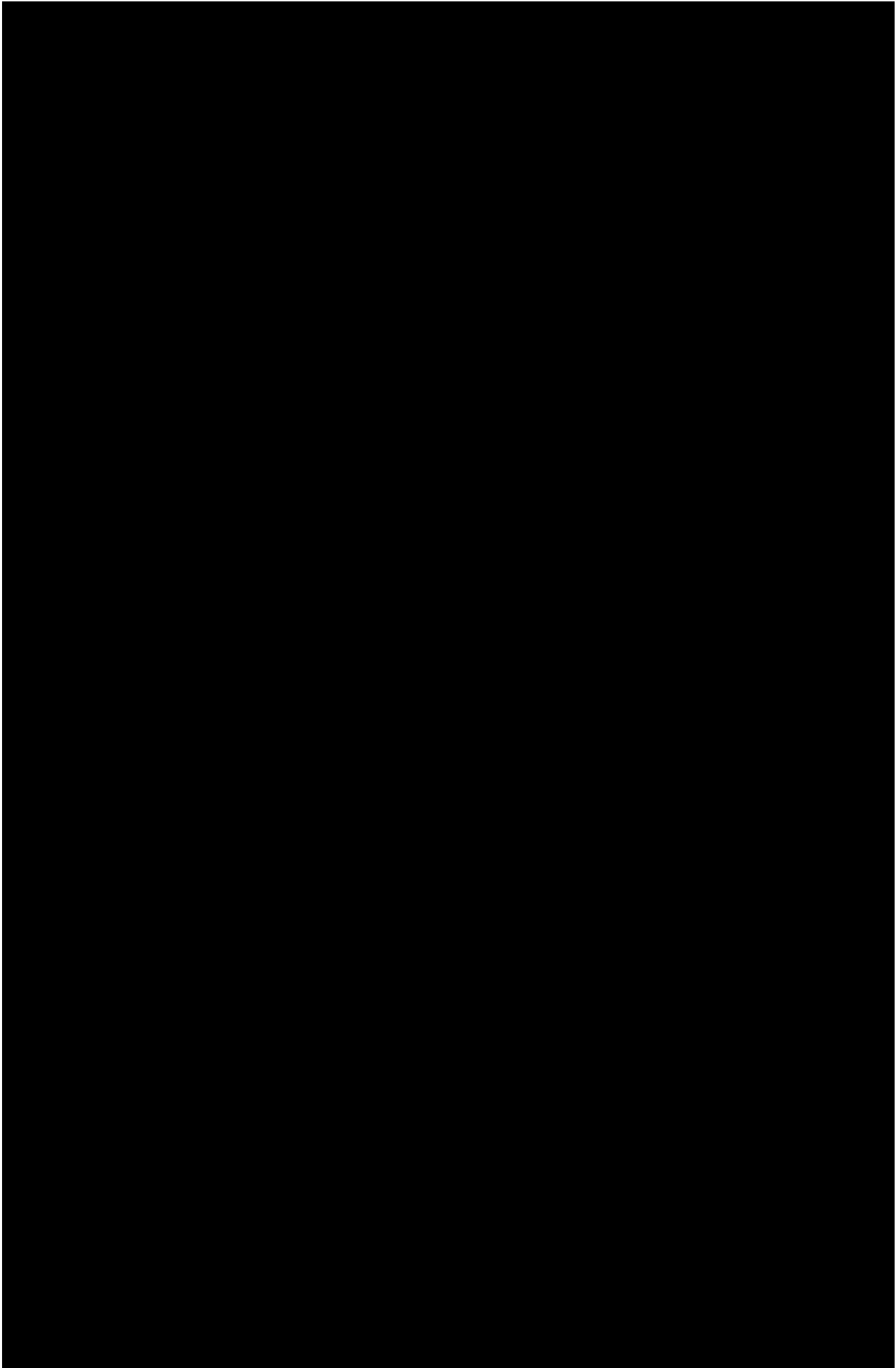


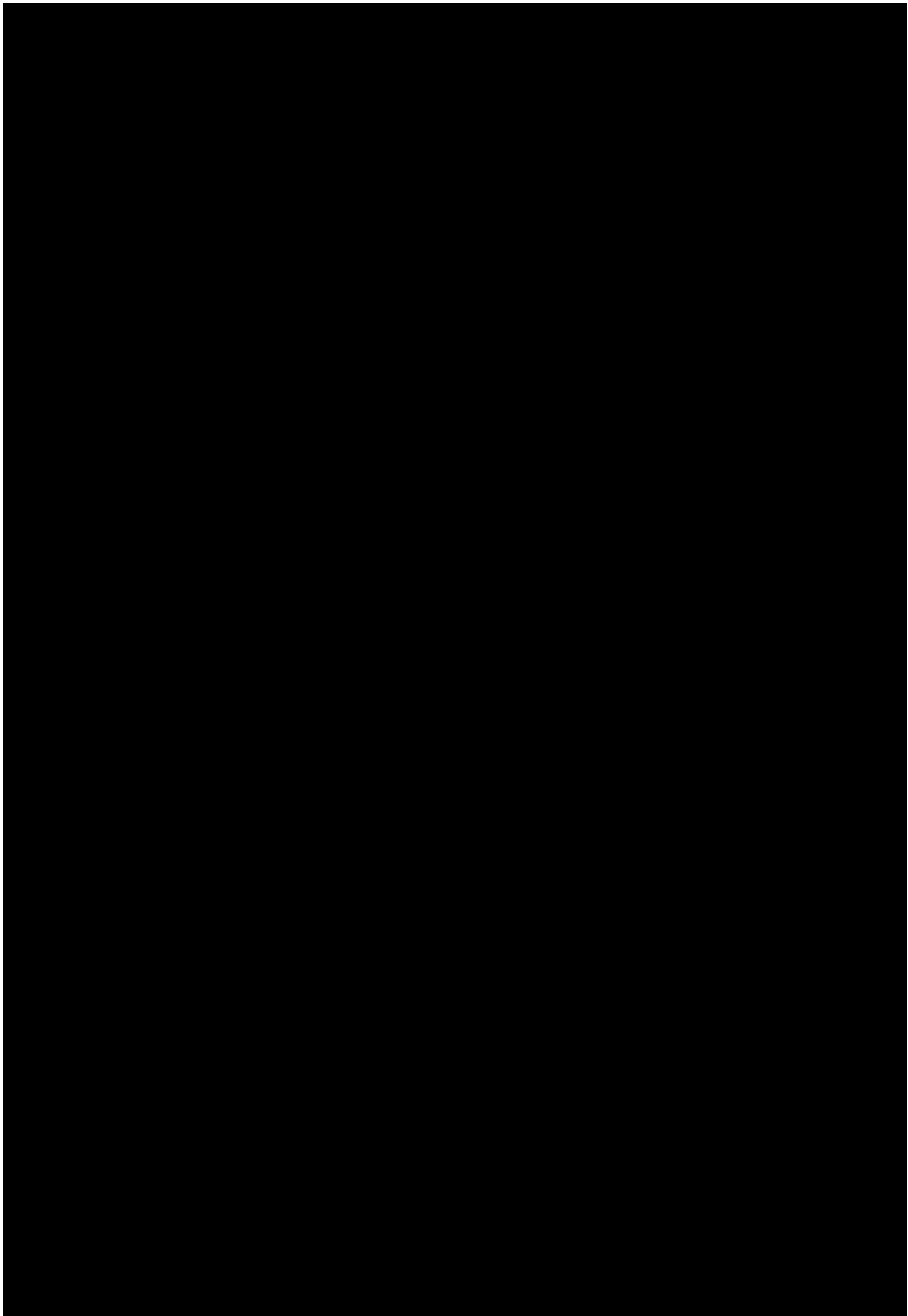


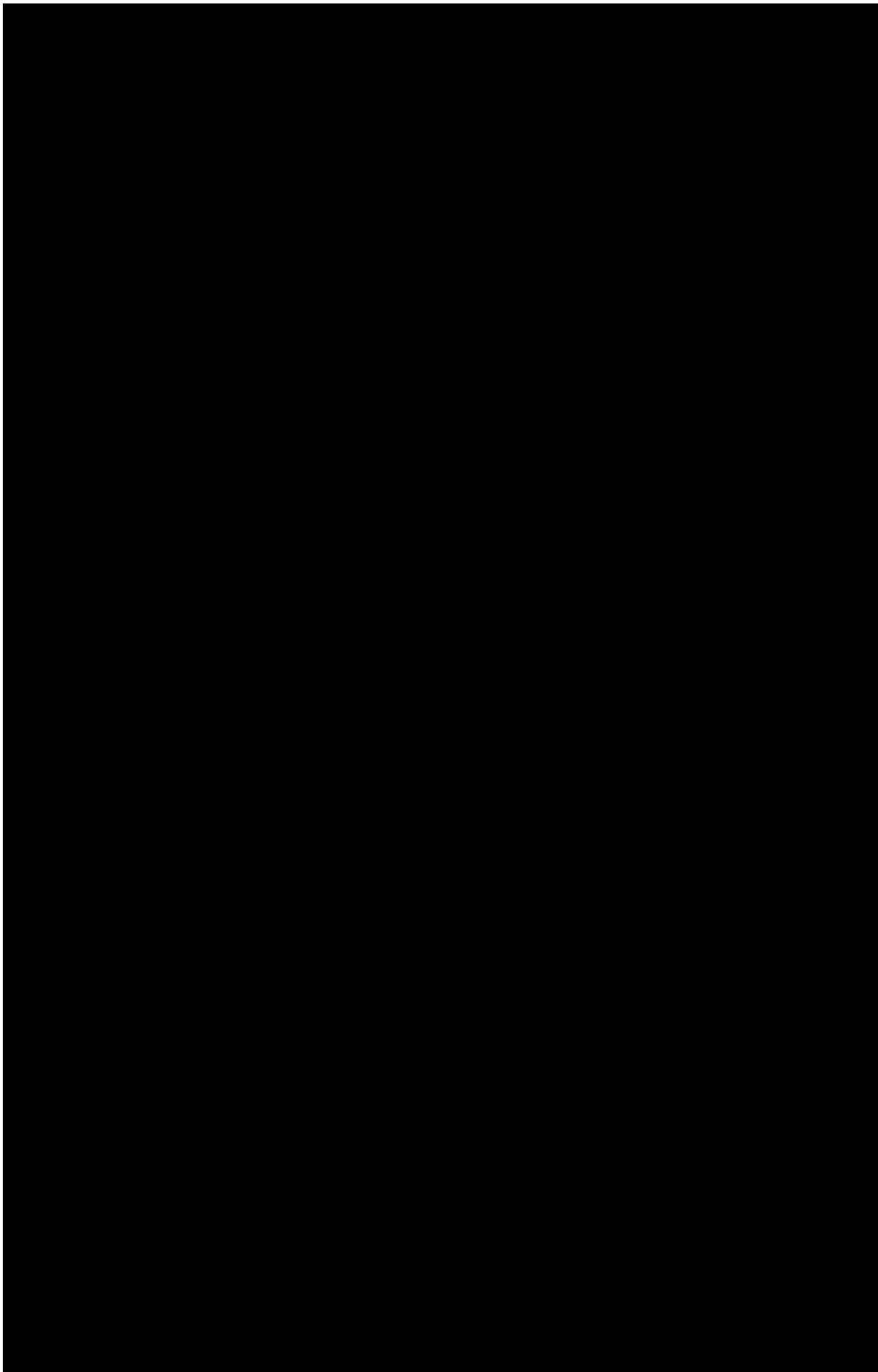


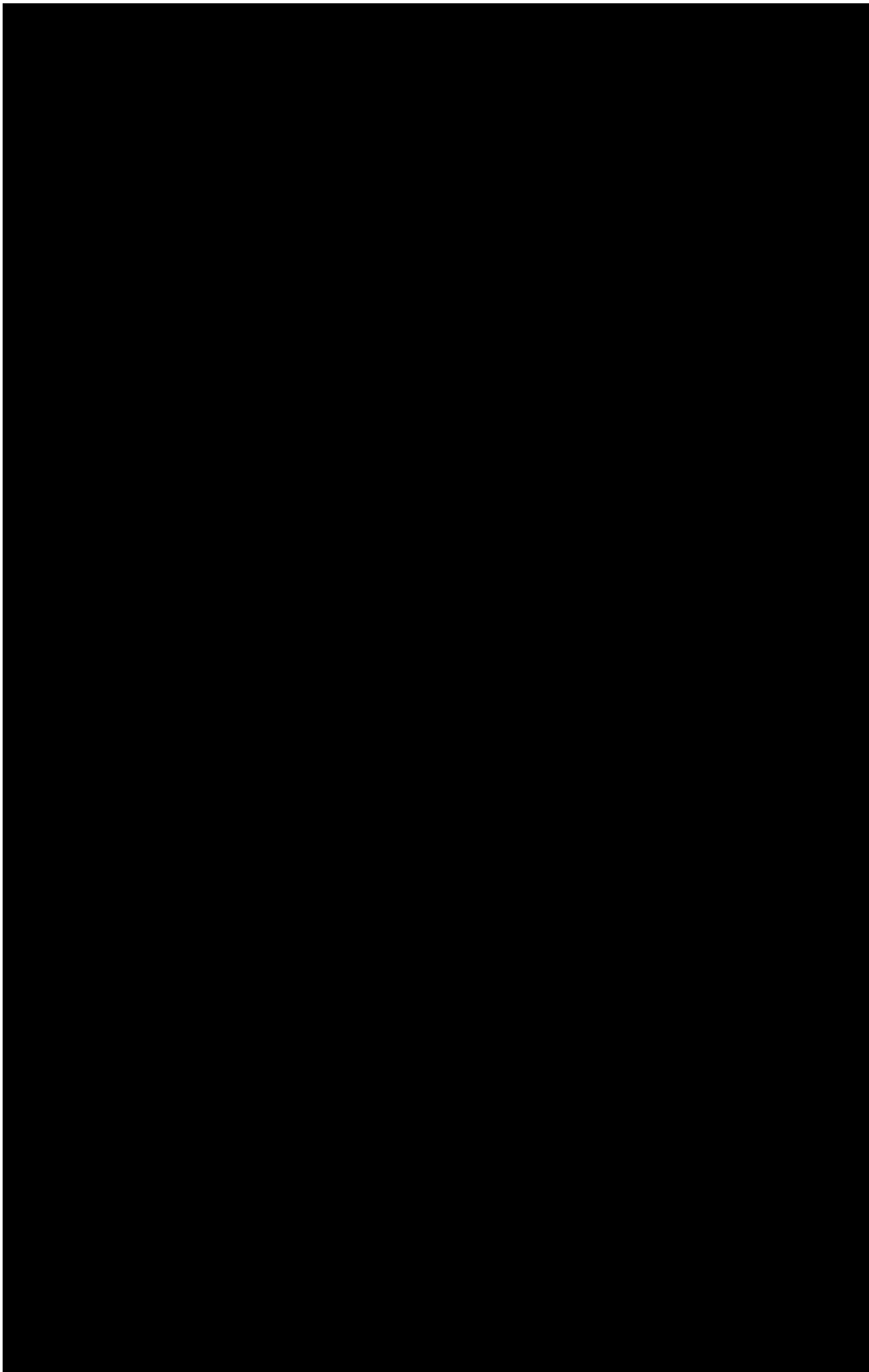


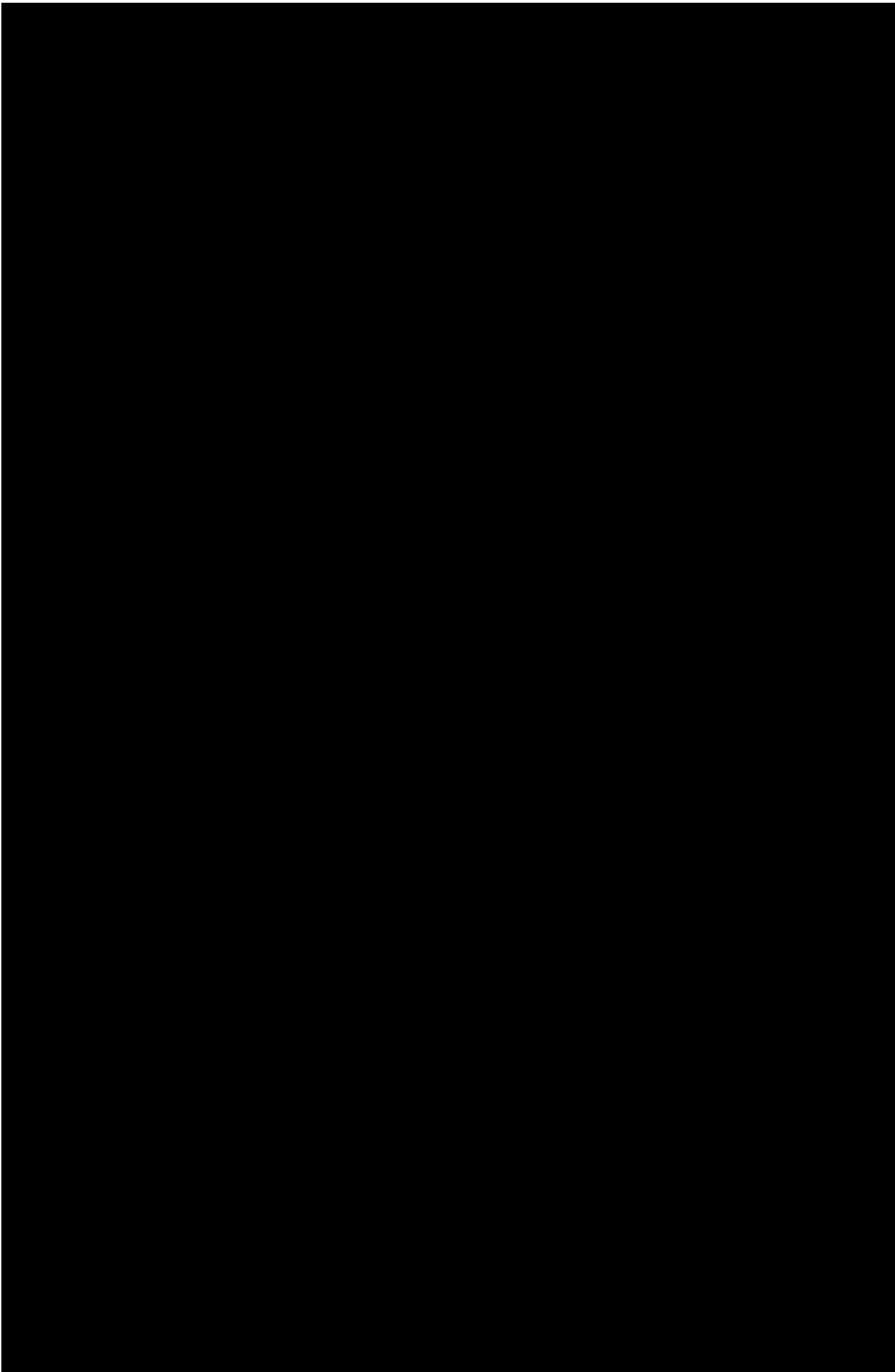




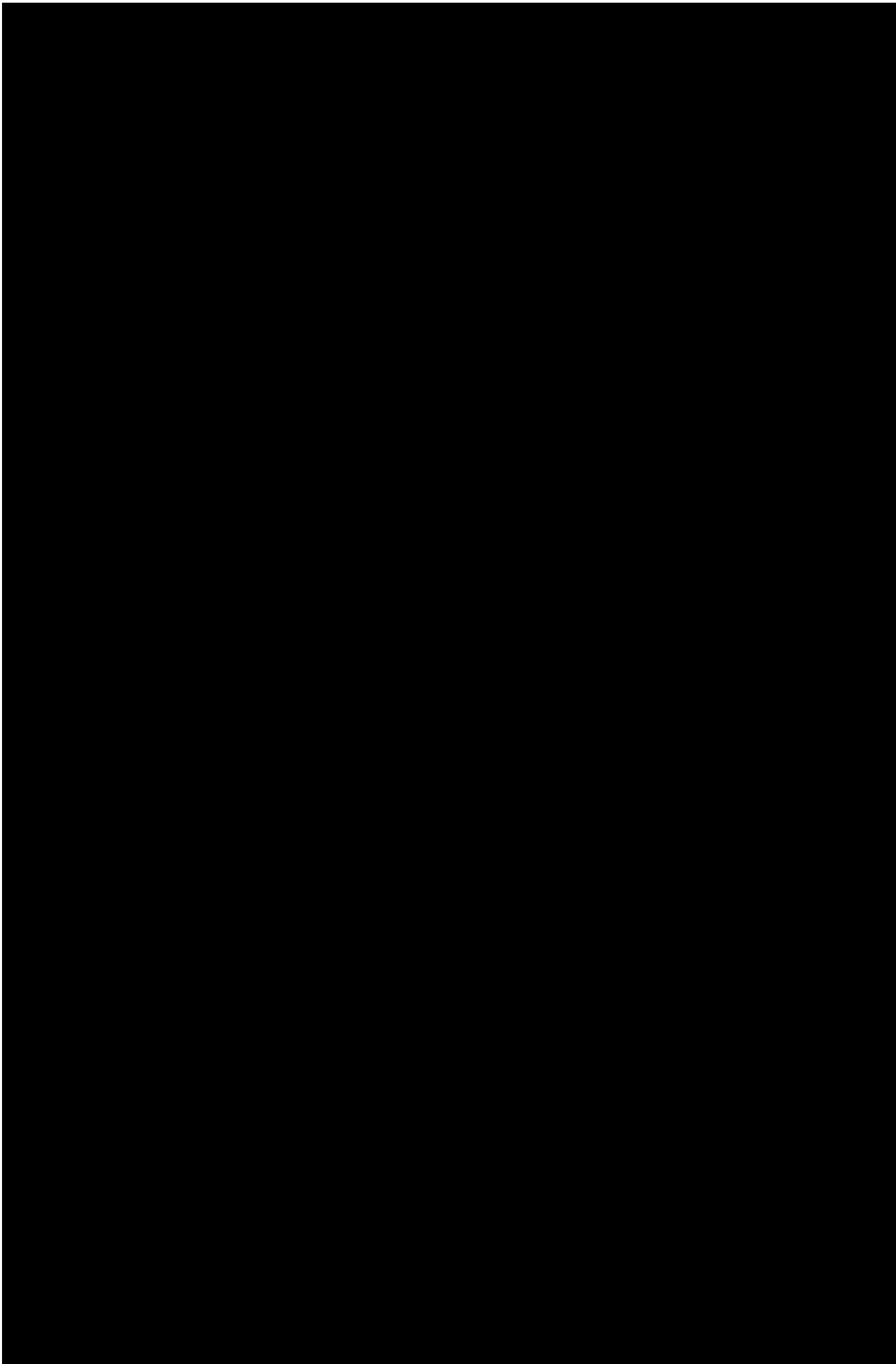


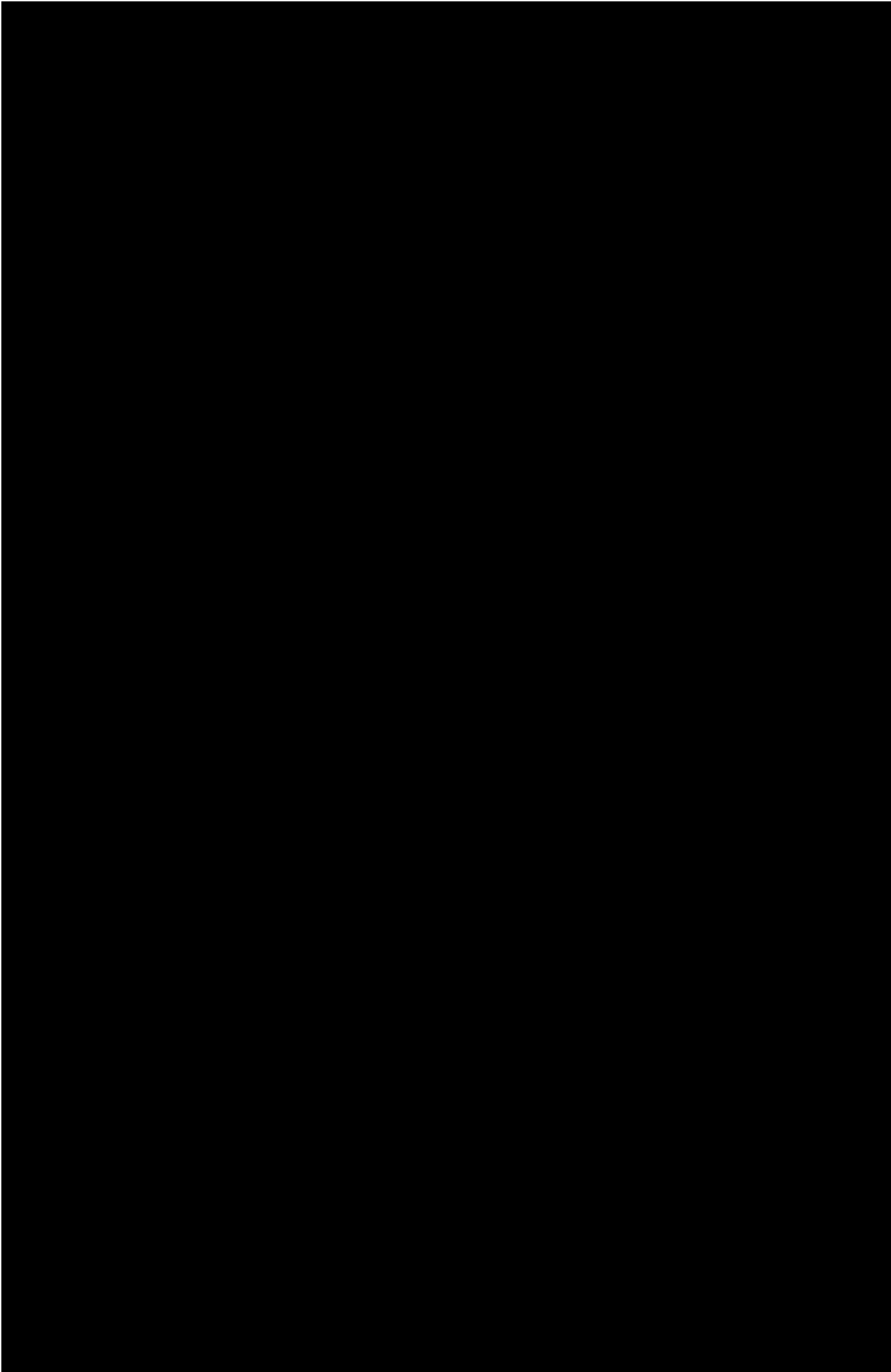


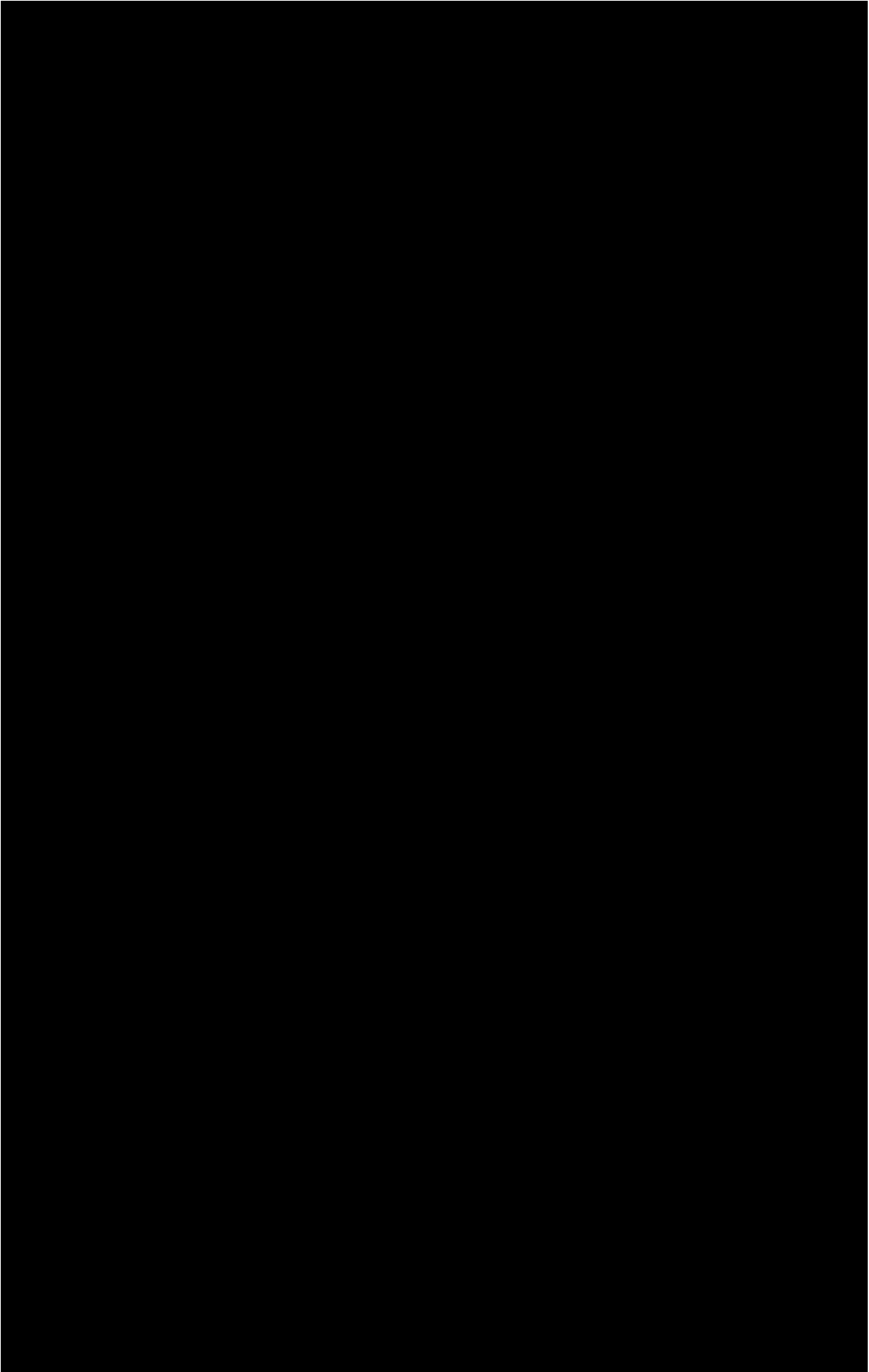


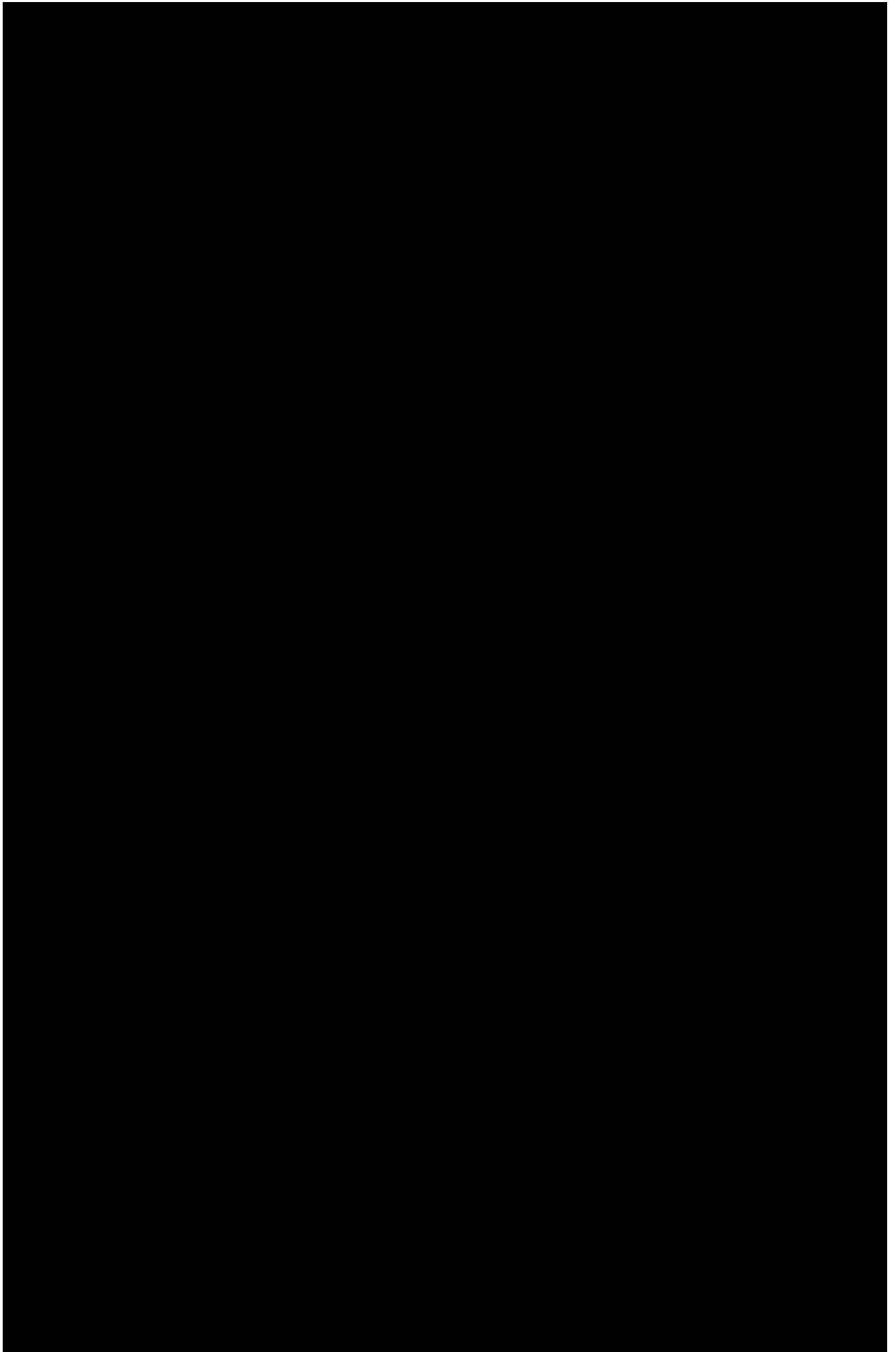


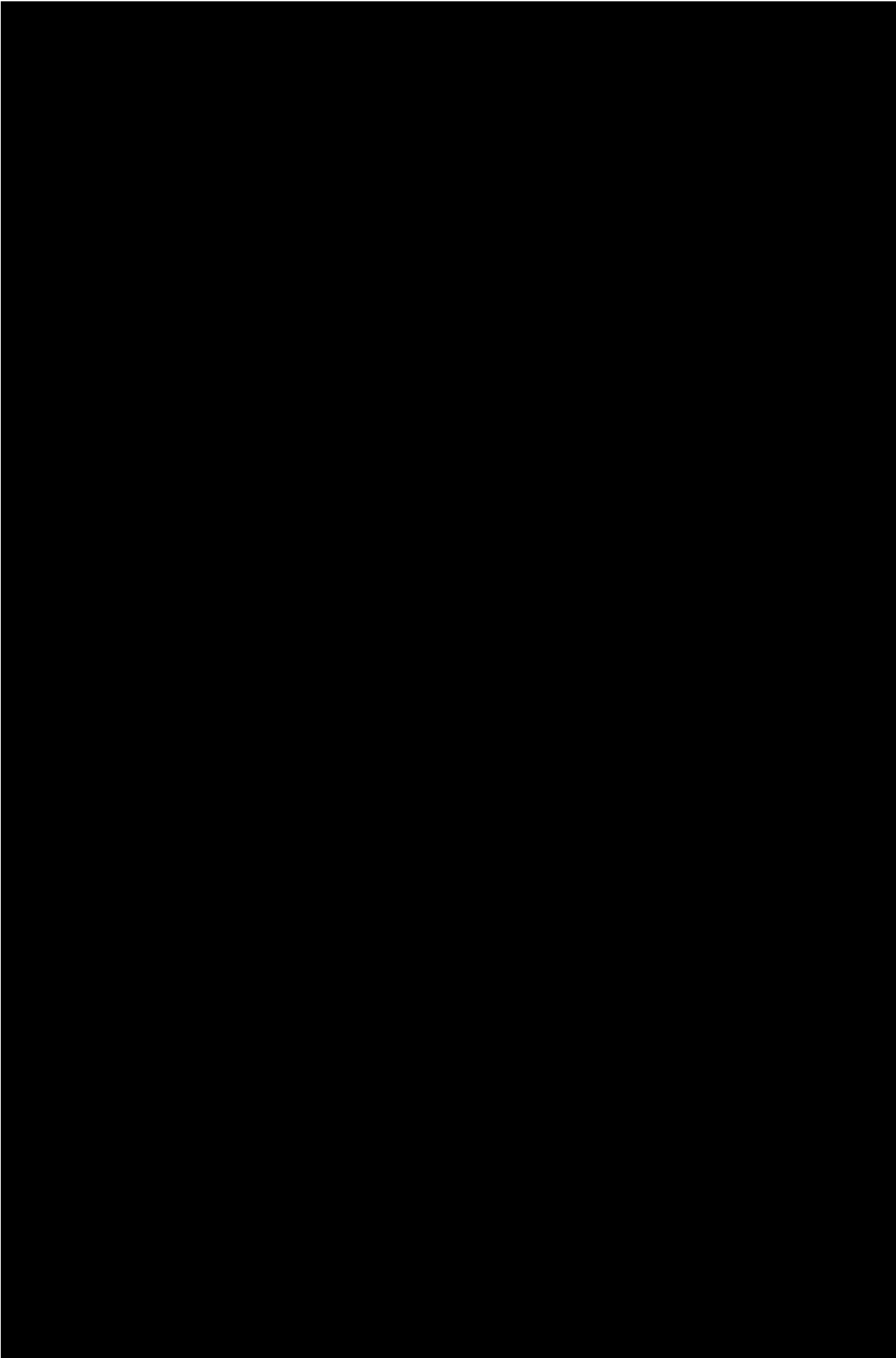


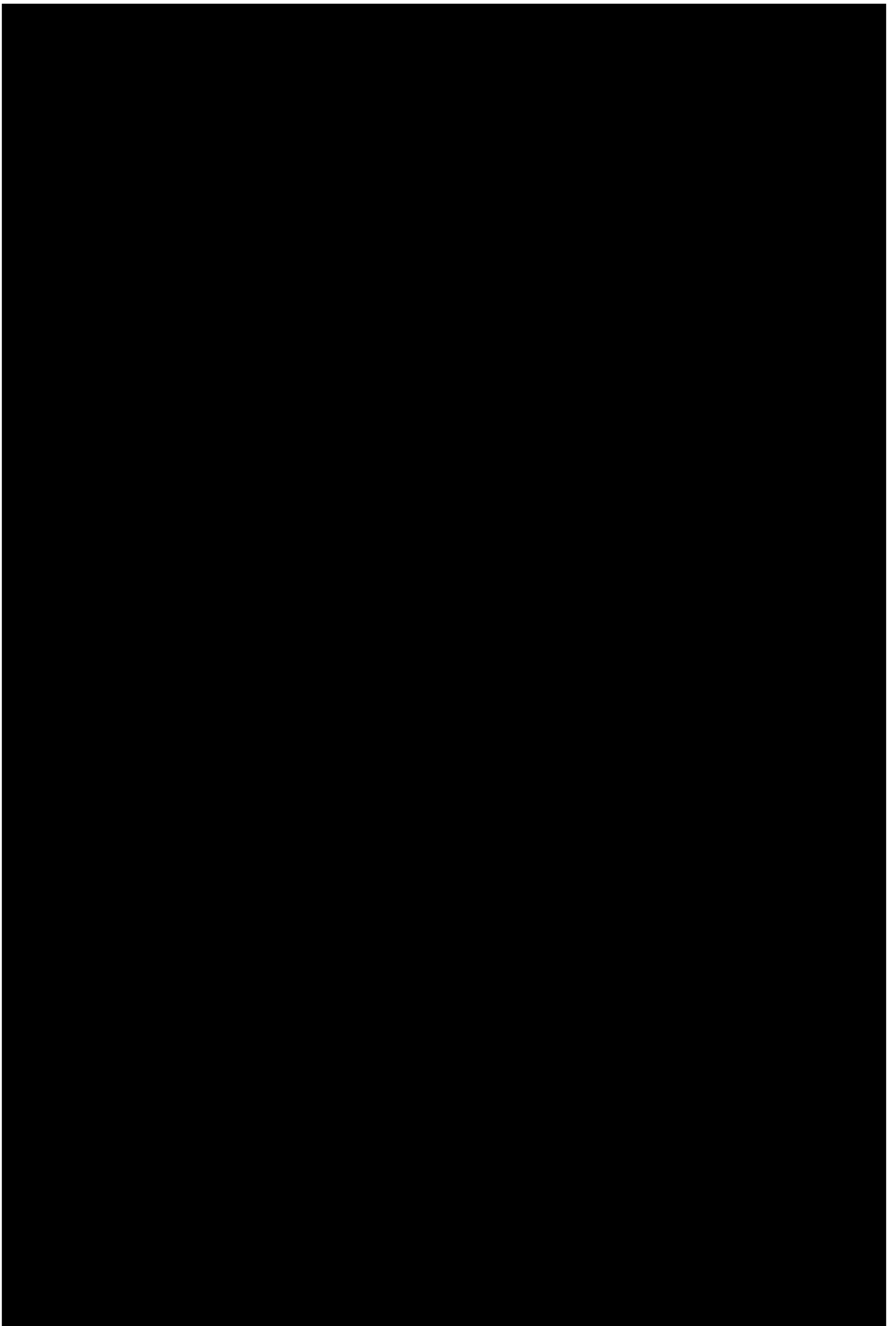




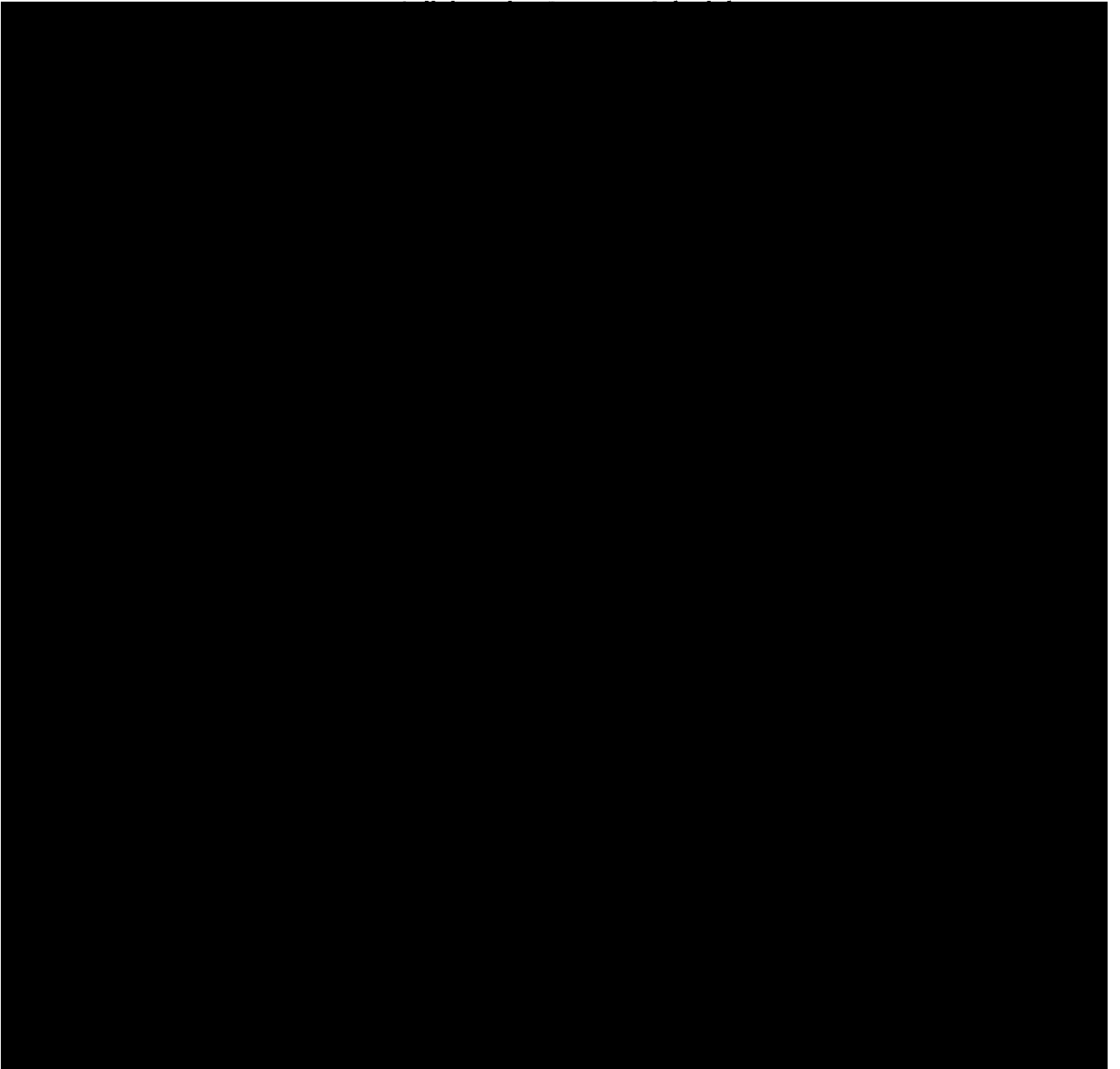


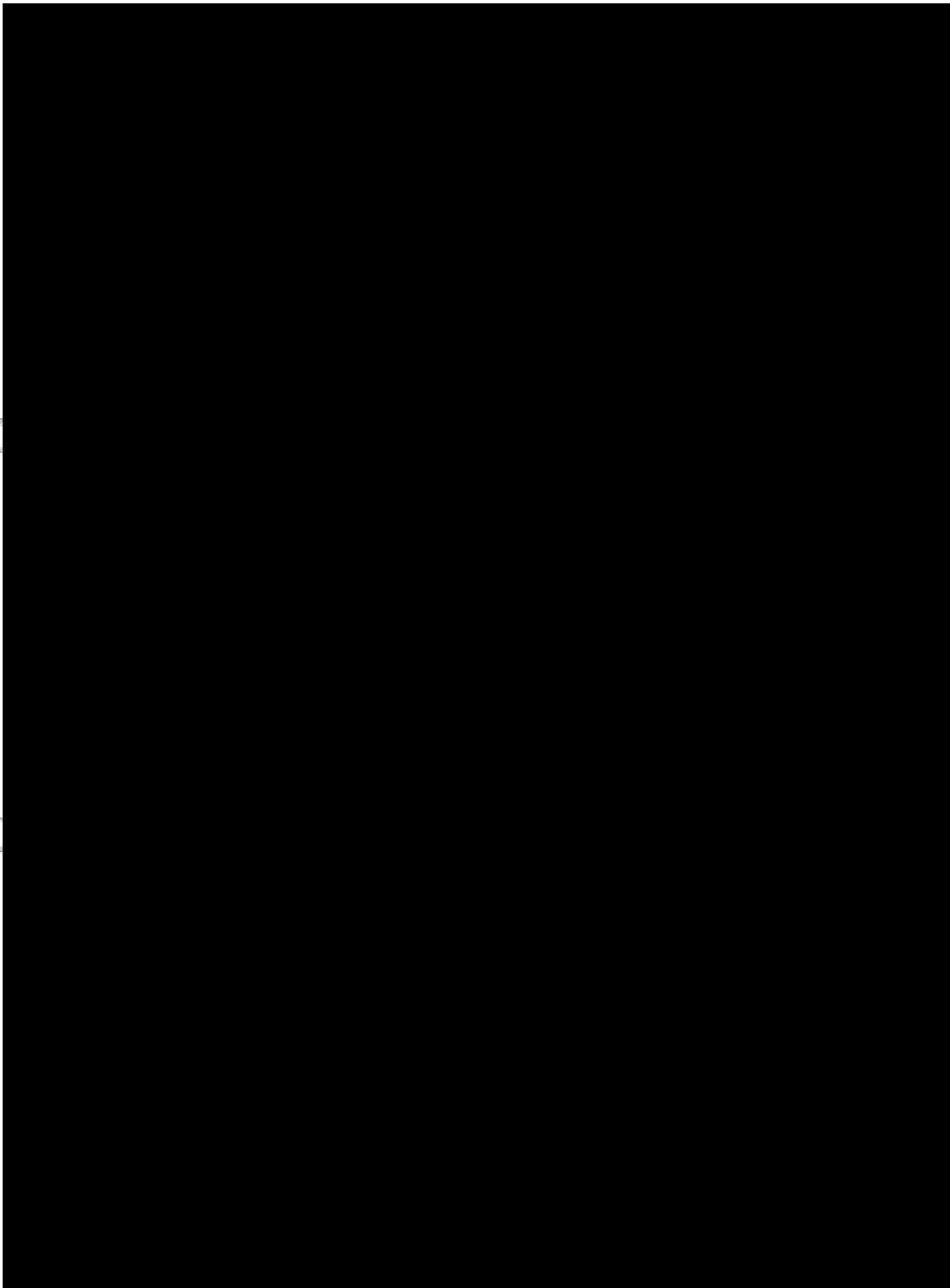


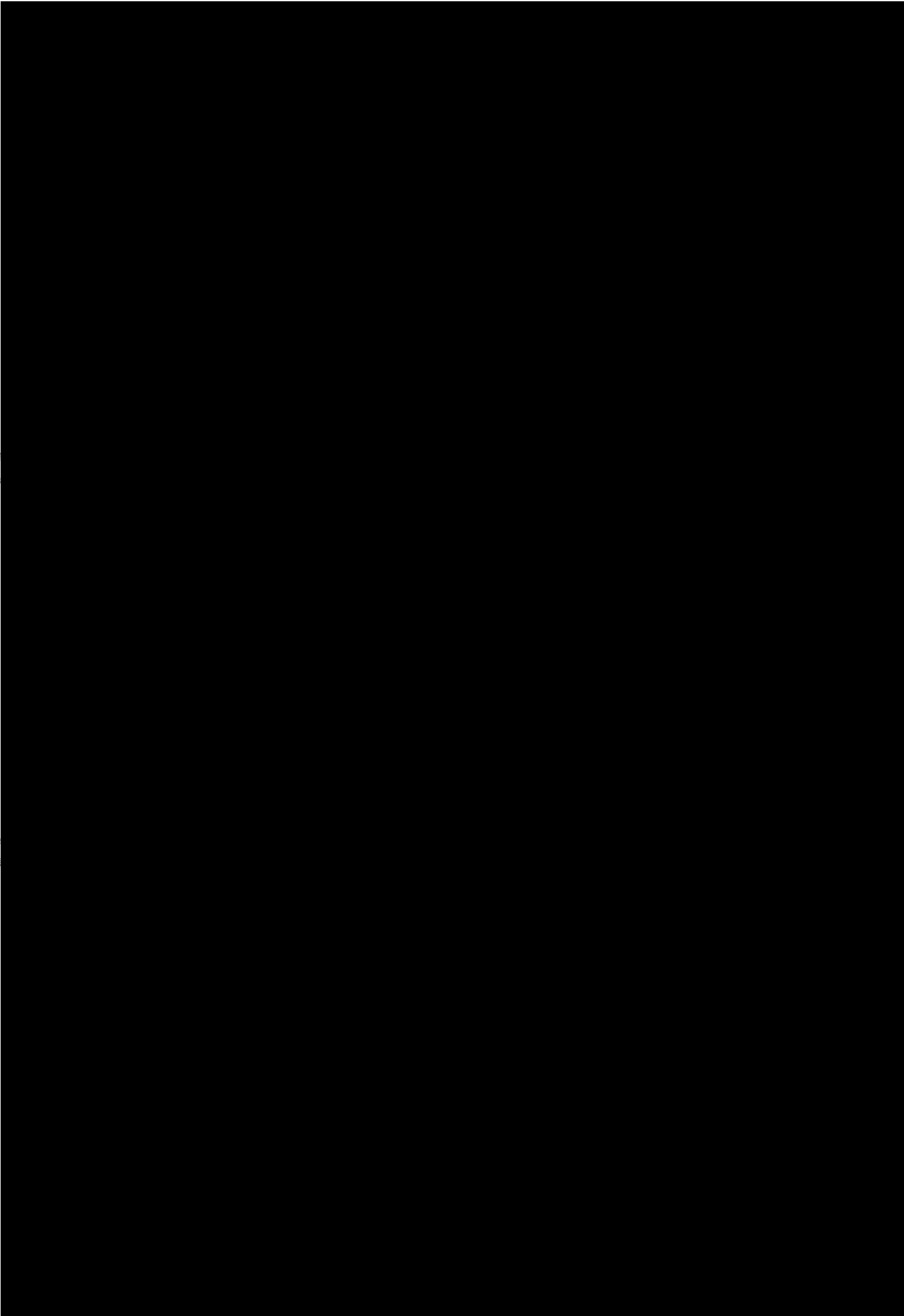


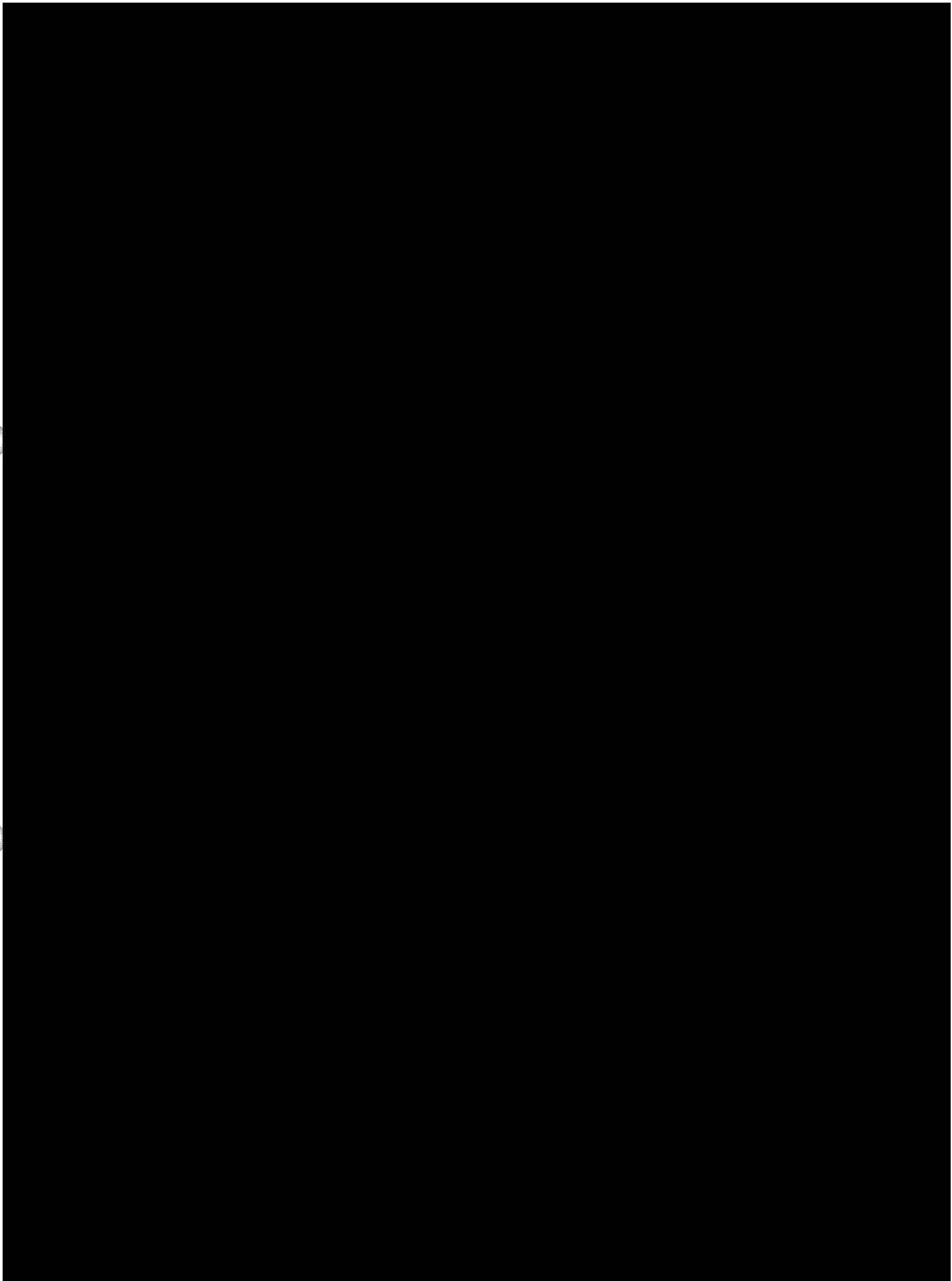


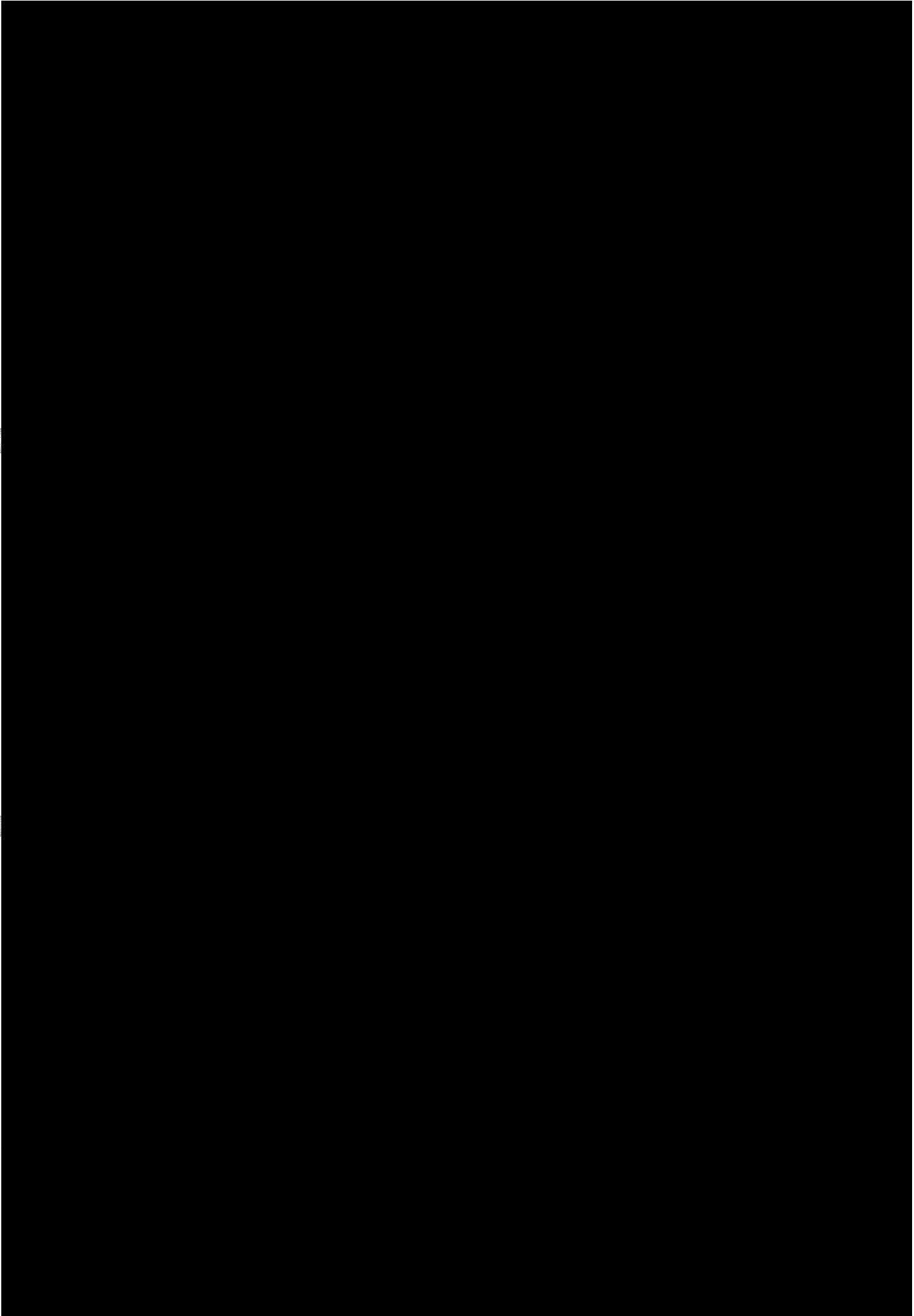
SCHEDULE E8



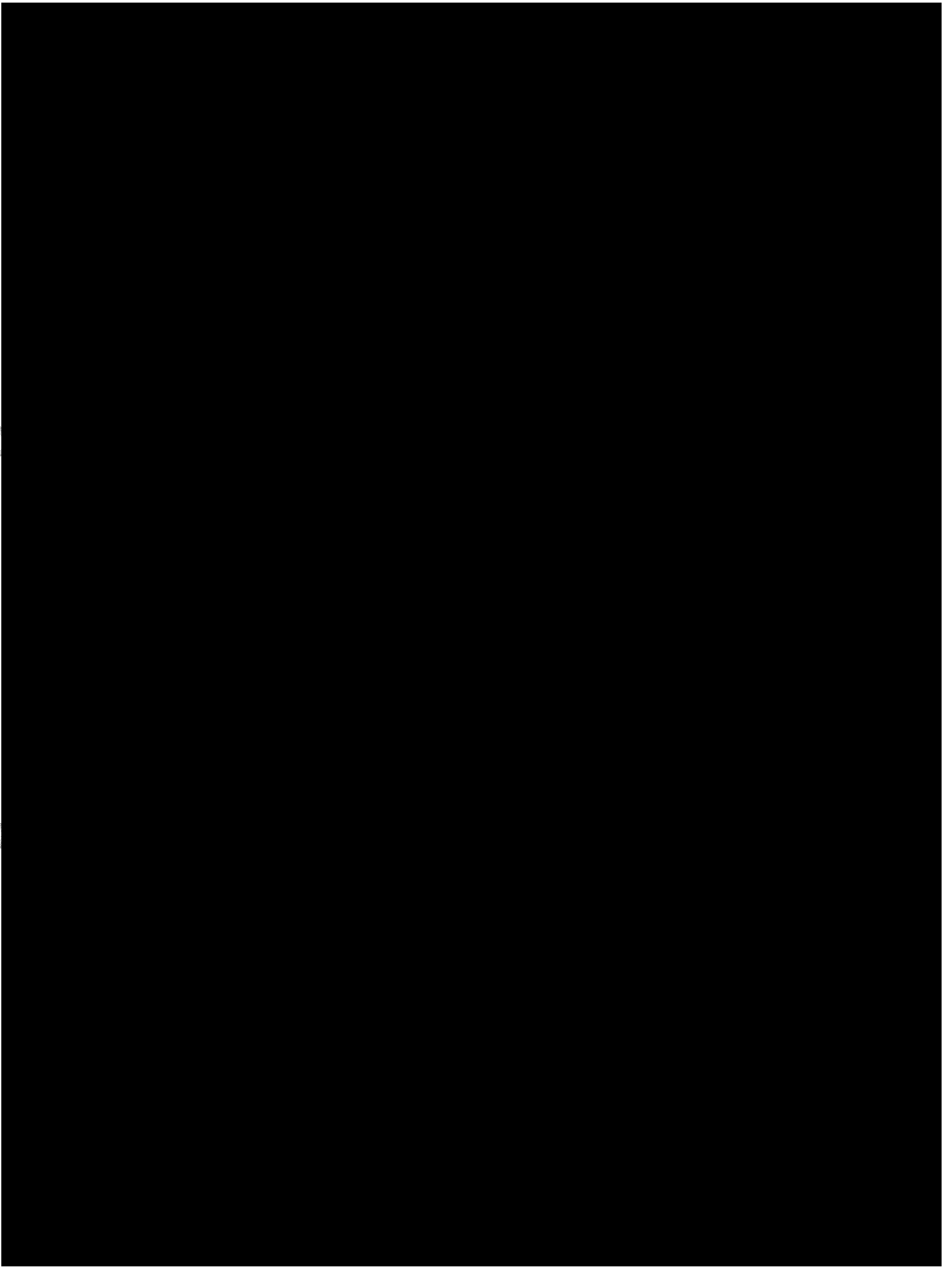


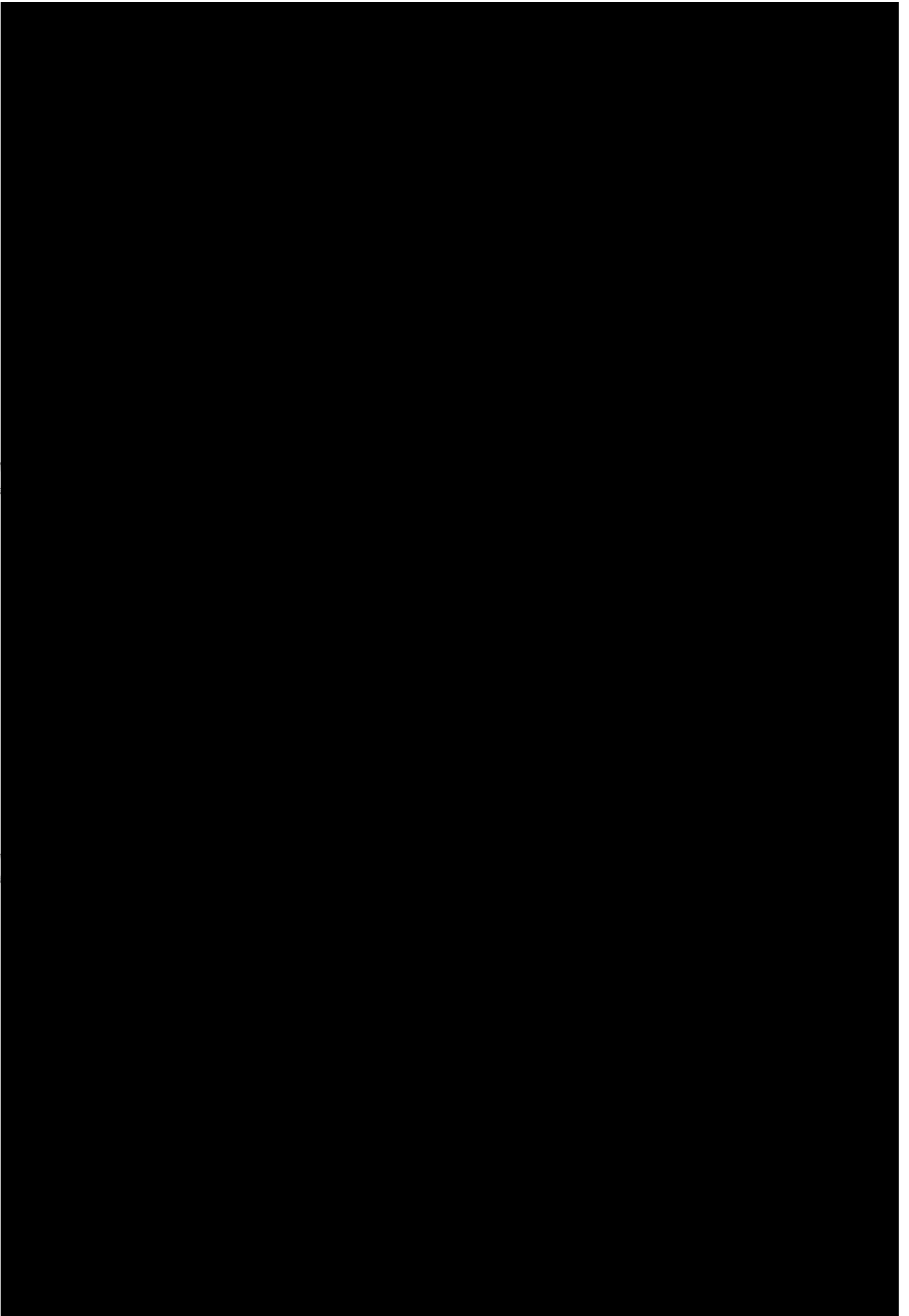










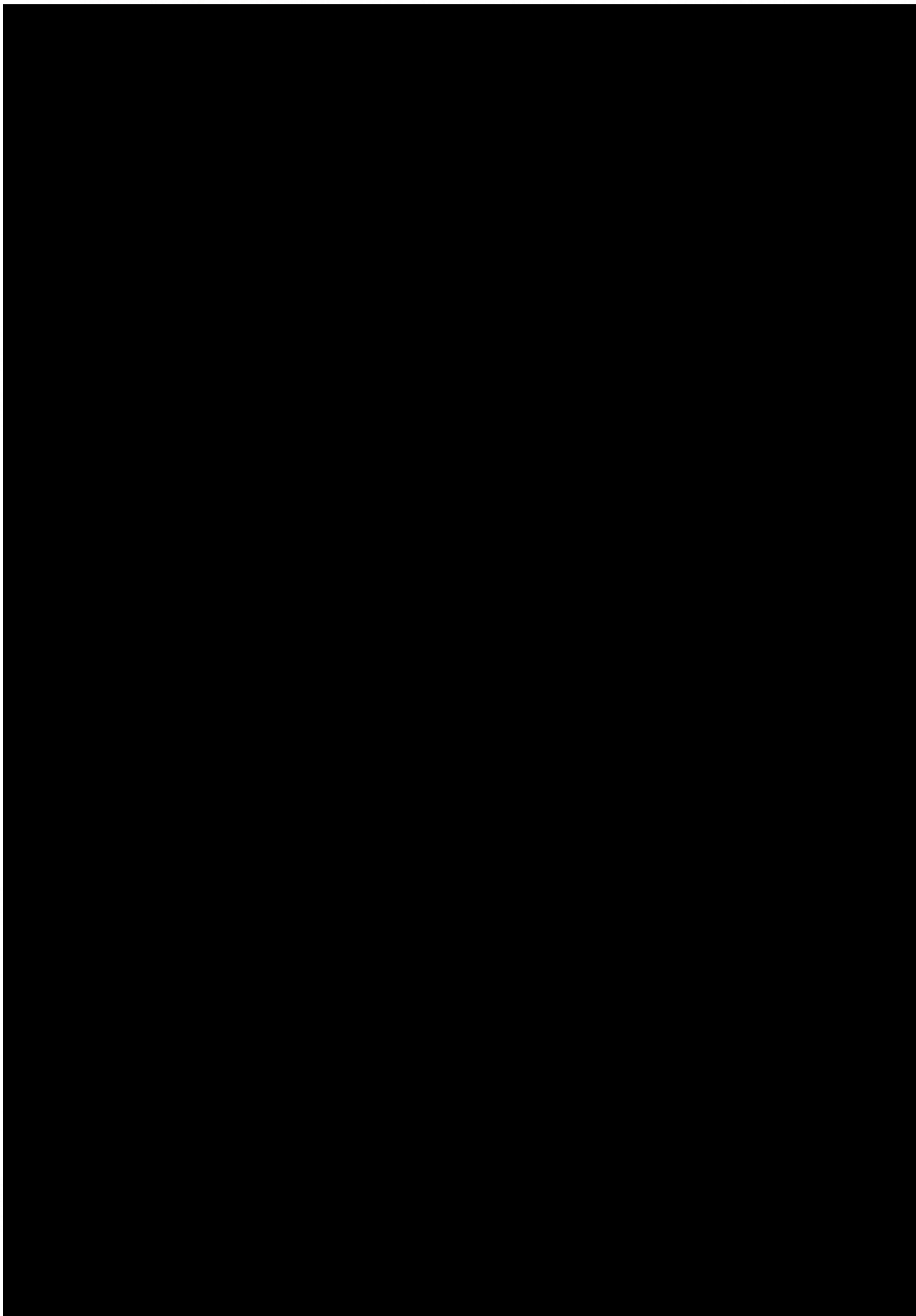


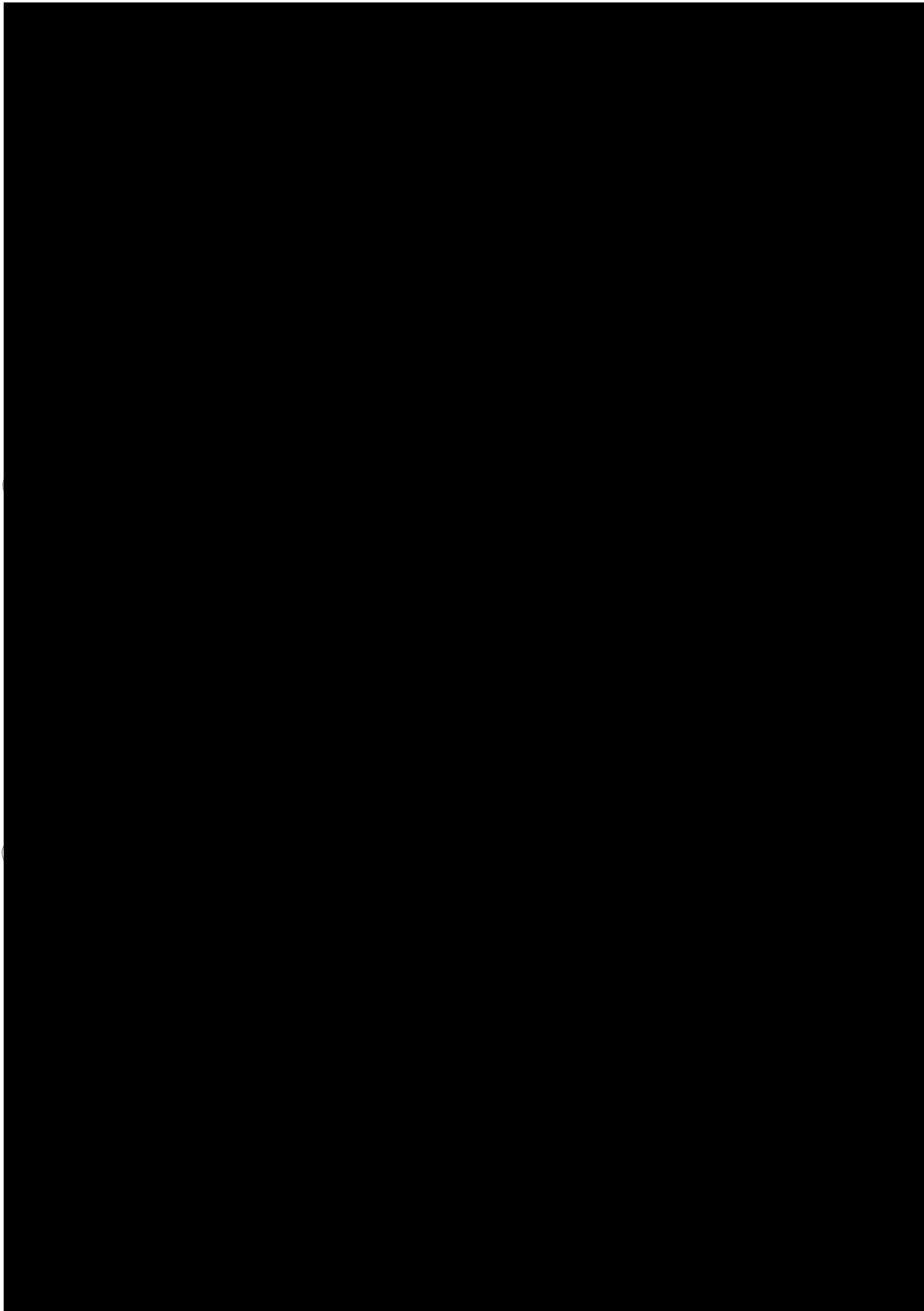
**SCHEDULE F1
Electronic Documents**

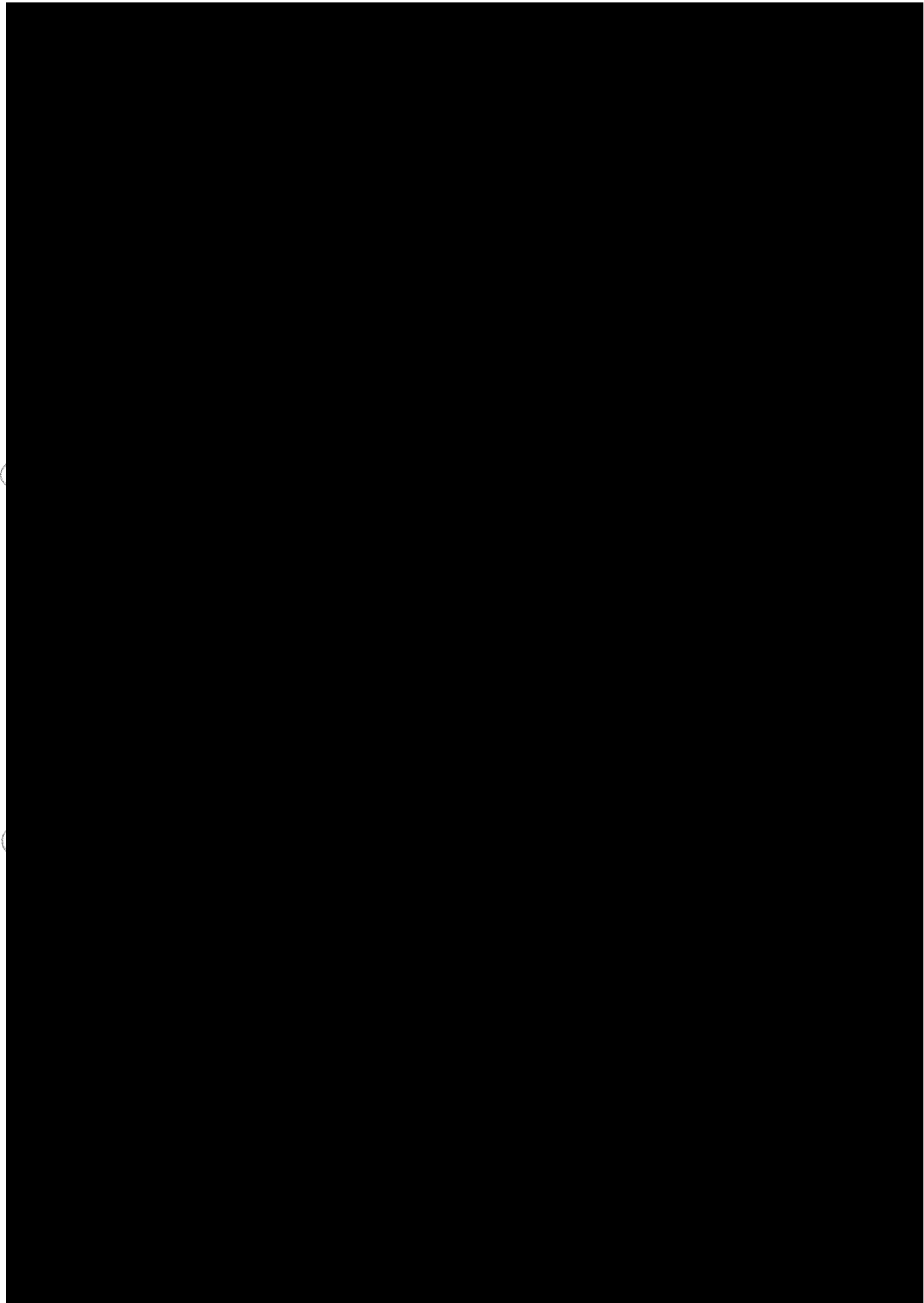
All electronic files identified below are saved to the USB labelled "USP SDD Schedule F1":

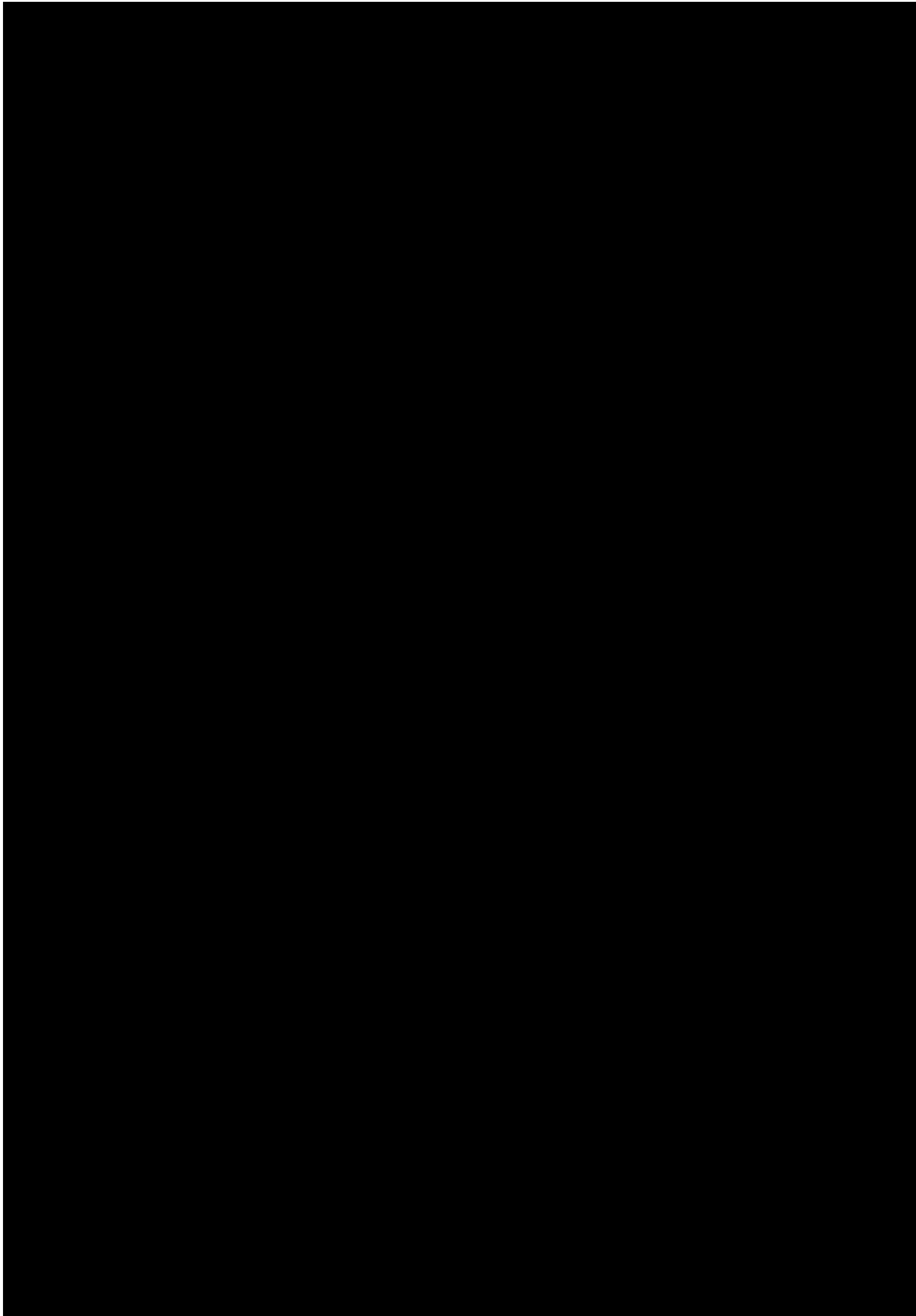
Document Number	Description of Electronic File
Schedule A2	<ul style="list-style-type: none"> Drawings referred to in Section 2 of Schedule A2 <i>(Refer to "Schedule A2" folder on Schedule F1)</i>
Schedule A16	<ul style="list-style-type: none"> Drawings referred to in Attachment A of Schedule A16
Schedule C3	<ul style="list-style-type: none"> Documents referred to in Section 2 of Schedule C3 <i>(Refer to "Schedule C3" folder on Schedule F1)</i>
Schedule E5	<ul style="list-style-type: none"> Contract Works Insurance Policy Endorsement 1 to Contract Works Policy Public and Products Liability Insurance Policy Memorandum of Insurance (Excess Liability Insurance – Project Specific issued on [REDACTED]) Endorsement 1 to Public & Products Liability Policy DSU Insurance Policy <p><i>(Refer to "Schedule E5" folder on Schedule F1)</i></p>
Annexure B	<ul style="list-style-type: none"> Documents referred to in Annexure B <i>(Refer to "Annexure B" folder on Schedule F1)</i>
Annexure C	<ul style="list-style-type: none"> Framework agreement – Schedule 2 (DSI Contracts – Indicative scope and pricing schedule) Framework agreement – Schedule 12 (Pre-Agreed Changes), section 4 Schedule 12 (Pre-Agreed Changes), section 5 <p><i>(Refer to "Annexure C" folder on Schedule F1)</i></p>
Annexure D	<ul style="list-style-type: none"> Drawings referred to in Table 1 of Section 1.3 <i>(Refer to "Annexure D" folder on Schedule F1)</i>
Annexure F	<ul style="list-style-type: none"> Schedules to the TSE Contract, including the SWTC <i>(Refer to "Annexure F" folder on Schedule F1)</i>
Annexure G	<ul style="list-style-type: none"> Initial SDD Program (Dated [REDACTED] Revision: 'Contract Submission') <i>(Refer to "Annexure G" folder on Schedule F1)</i>

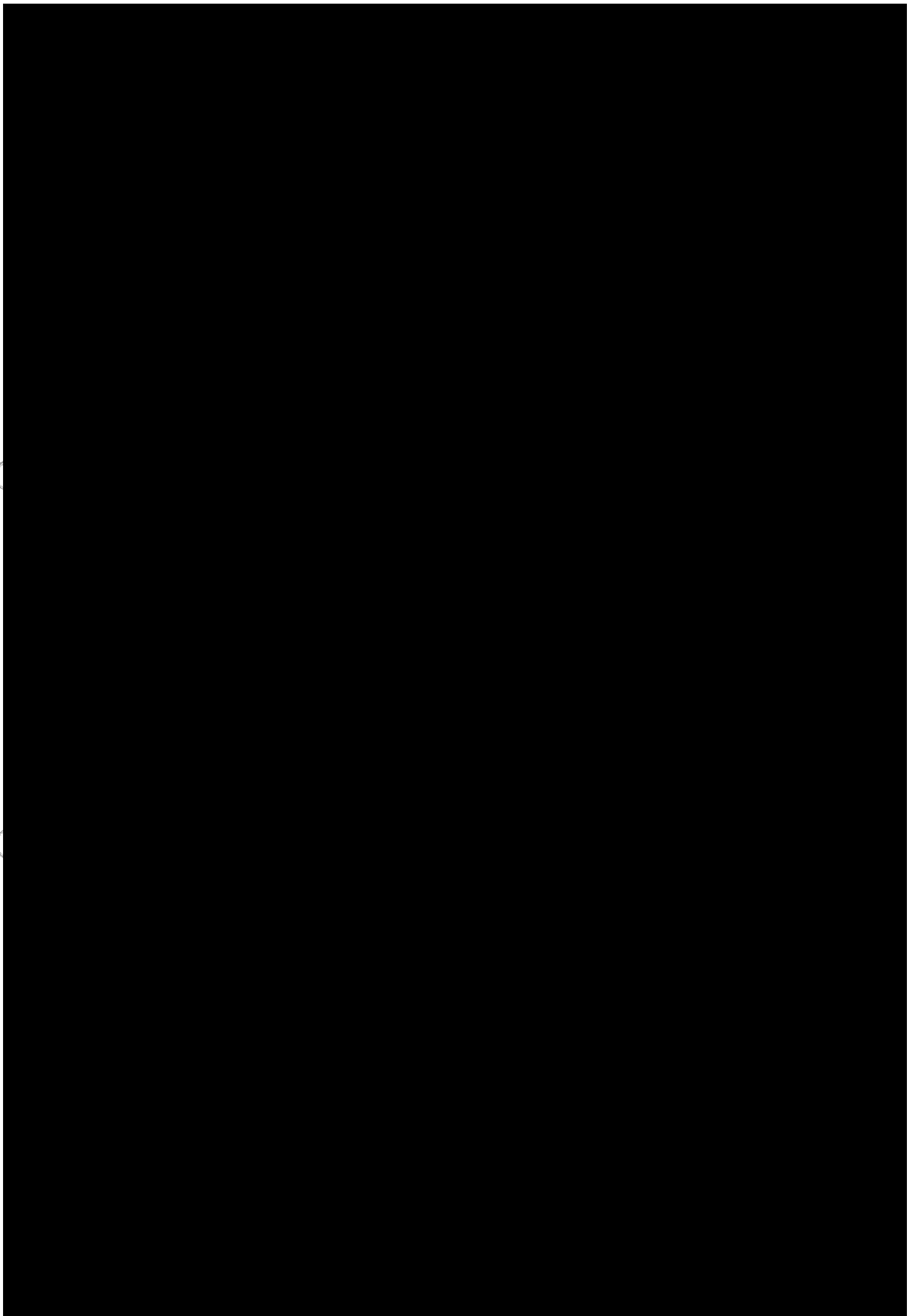
**ANNEXURE A
Draft BMS**

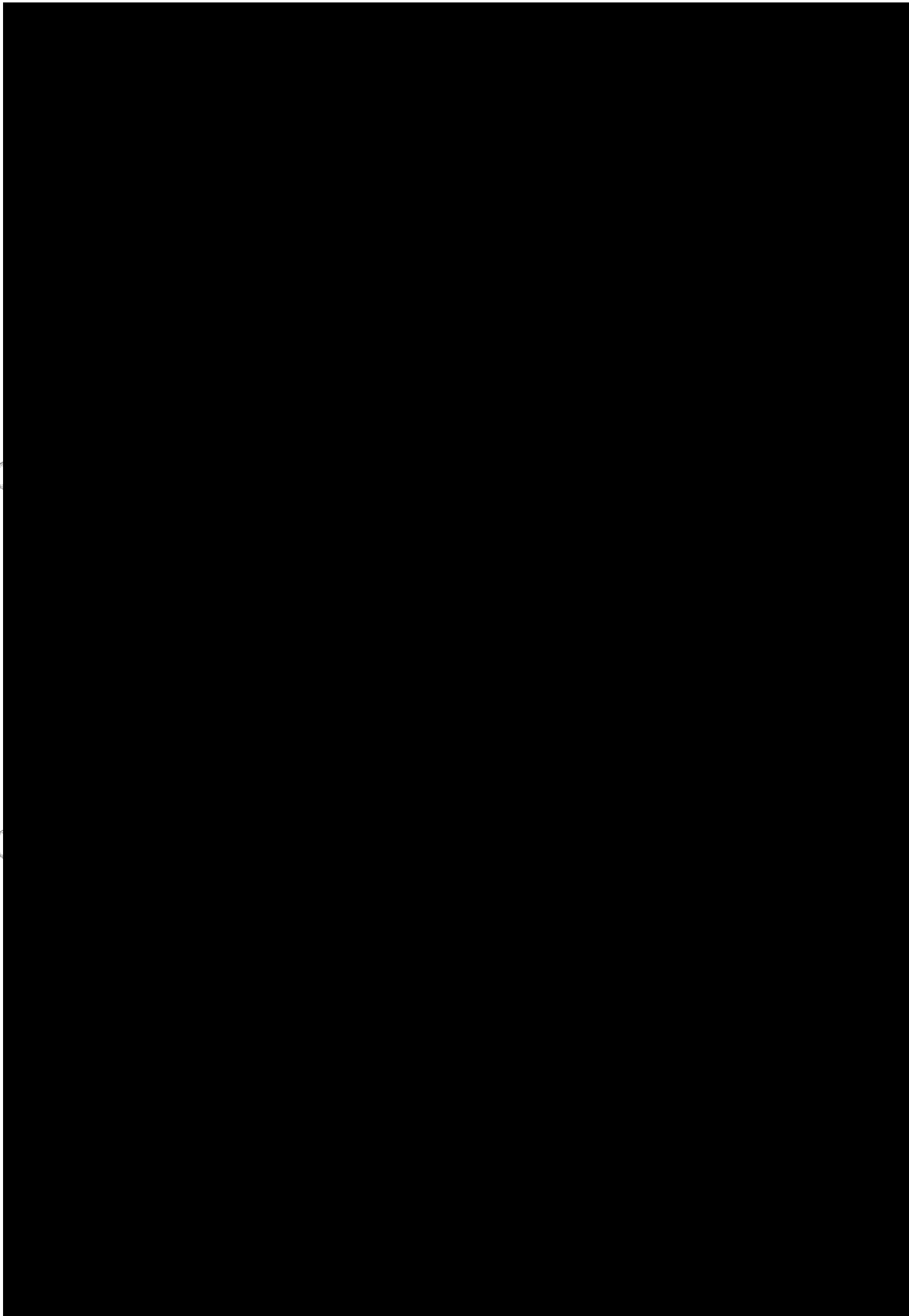






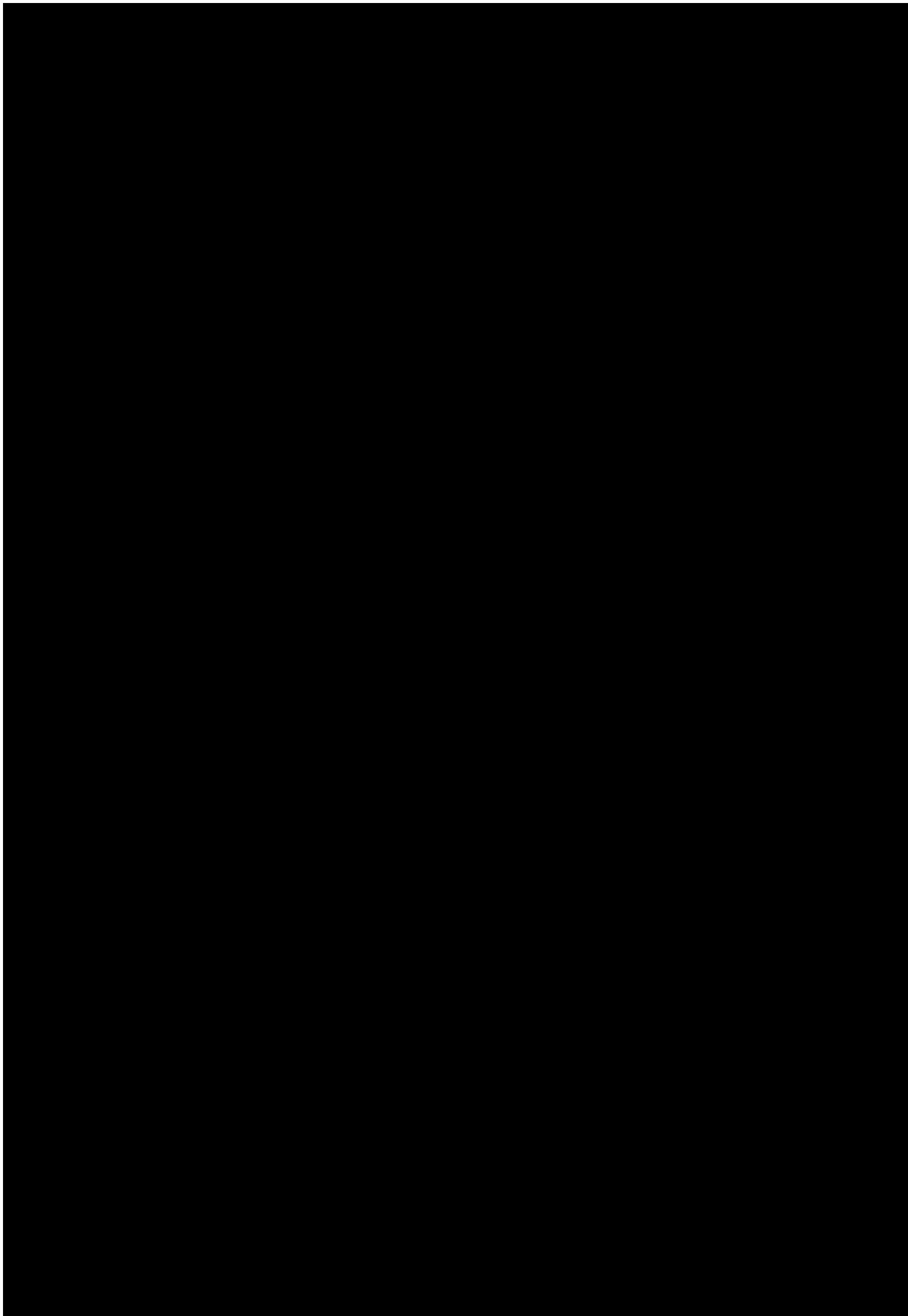


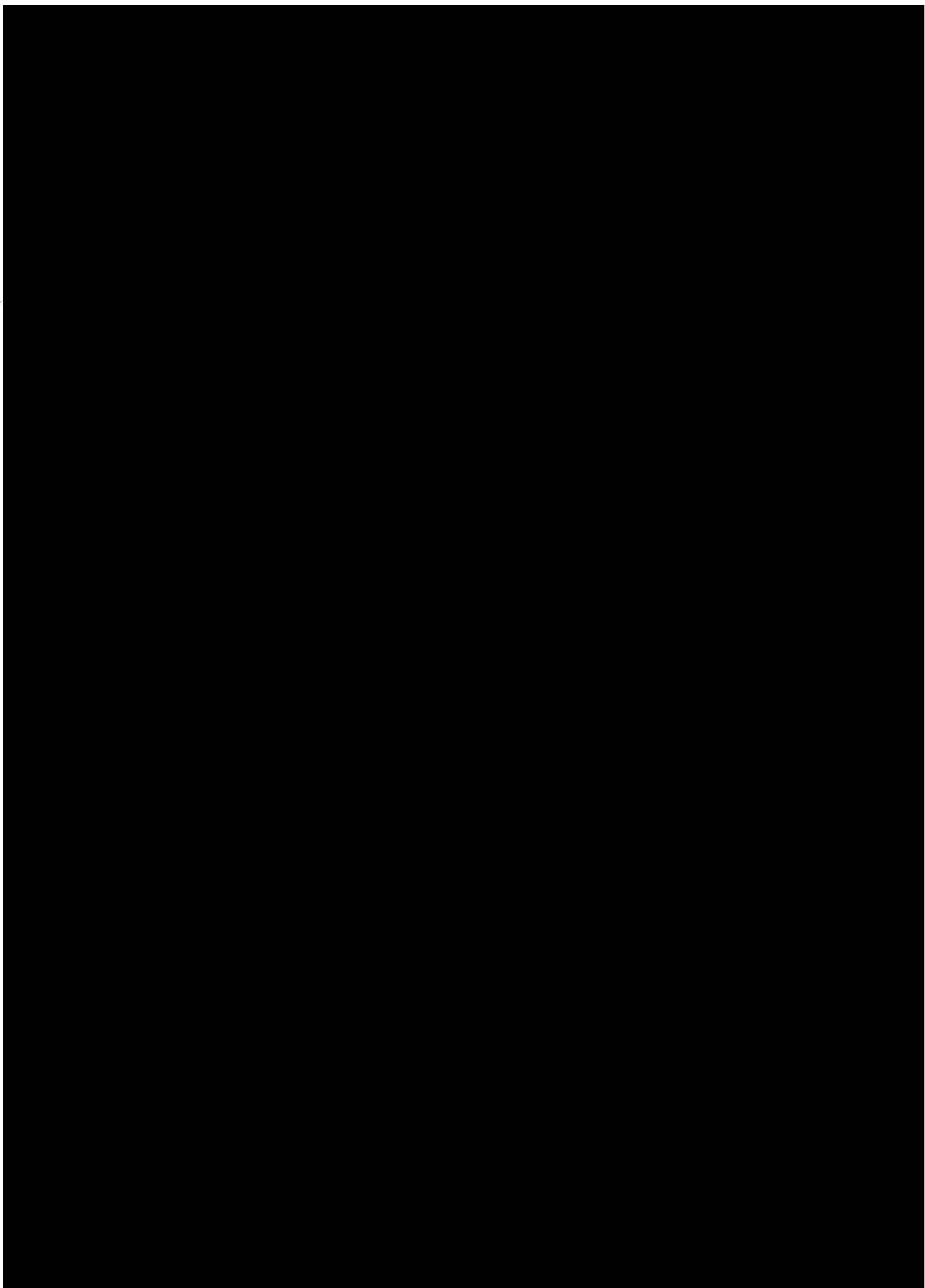




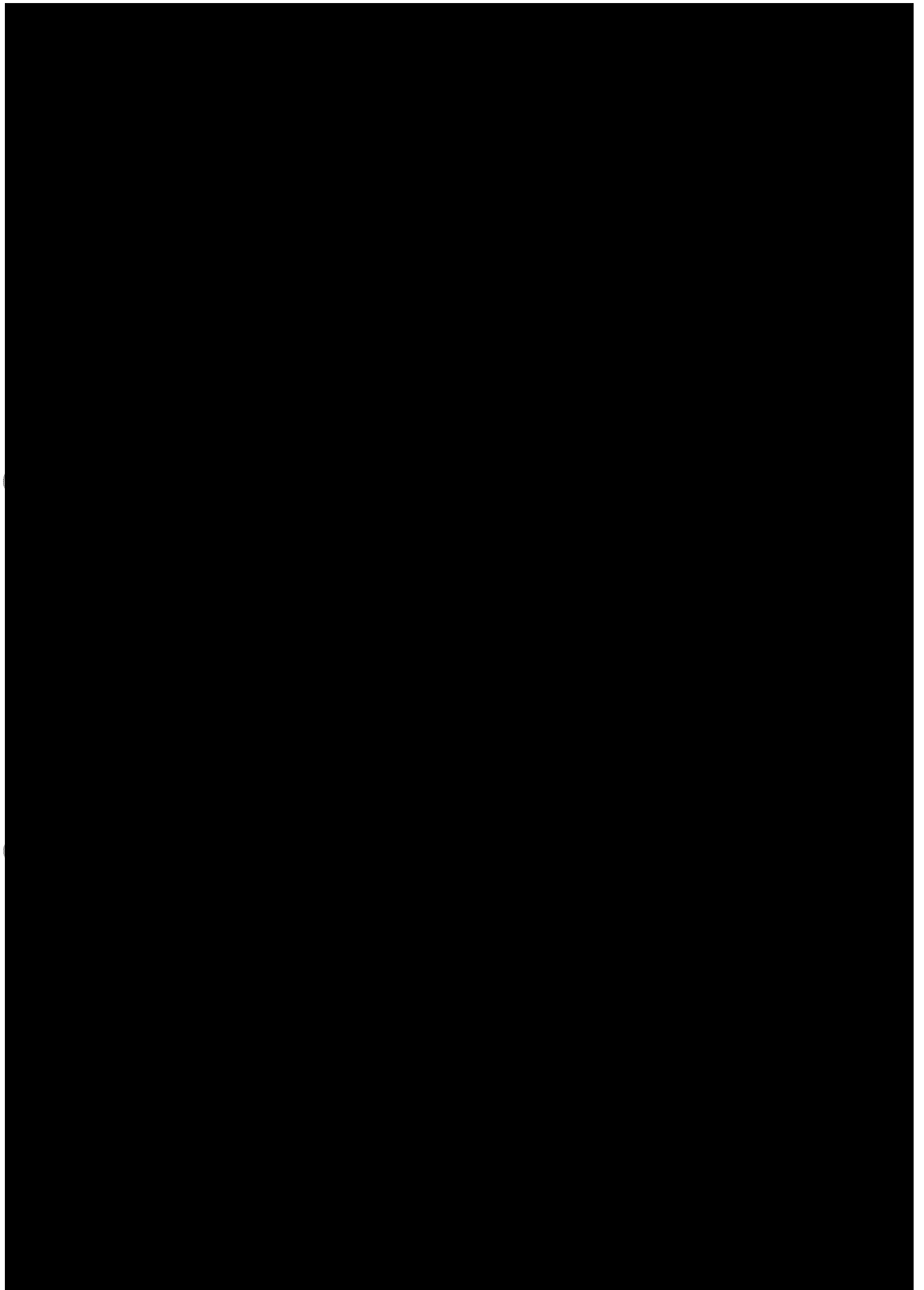


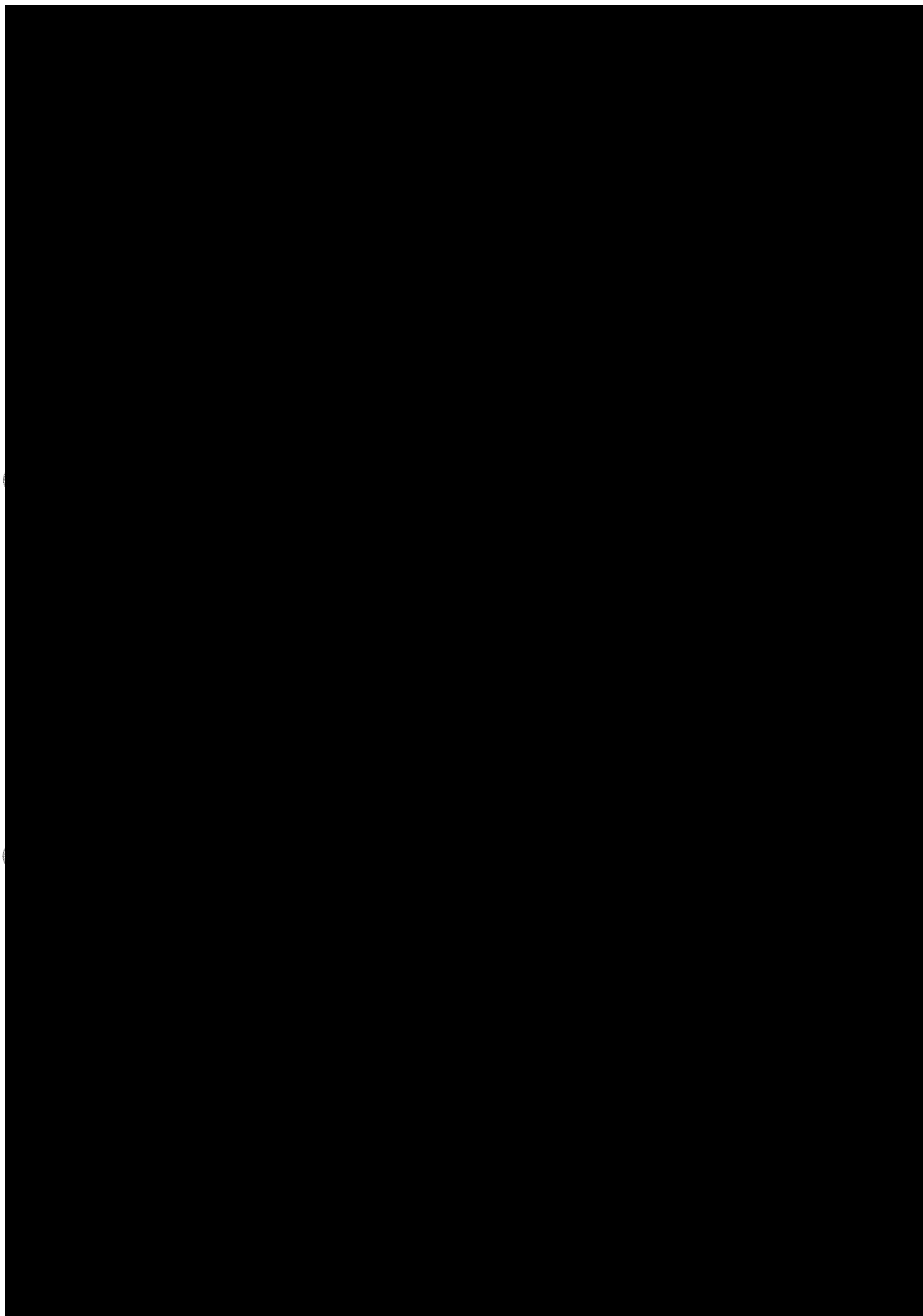


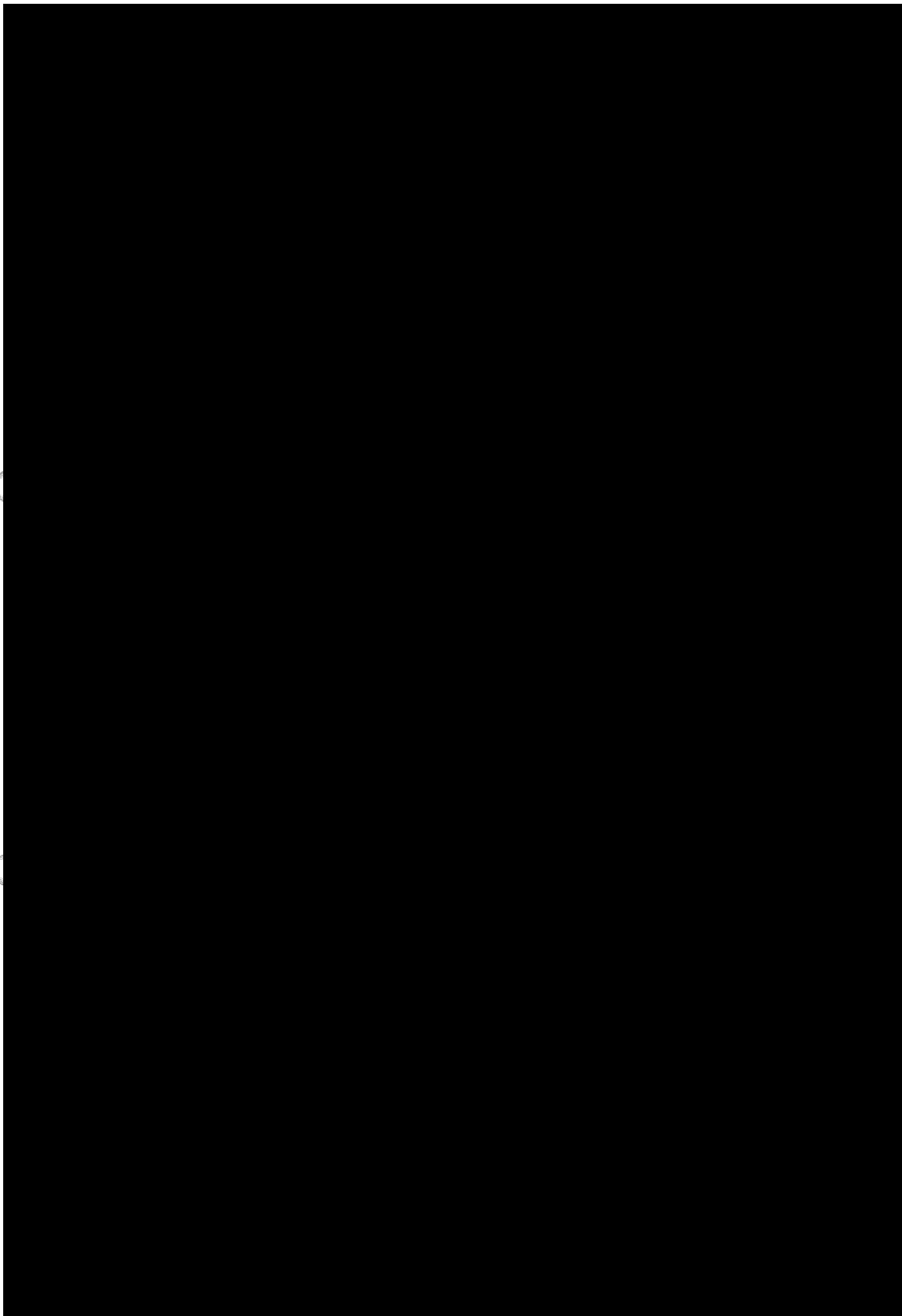


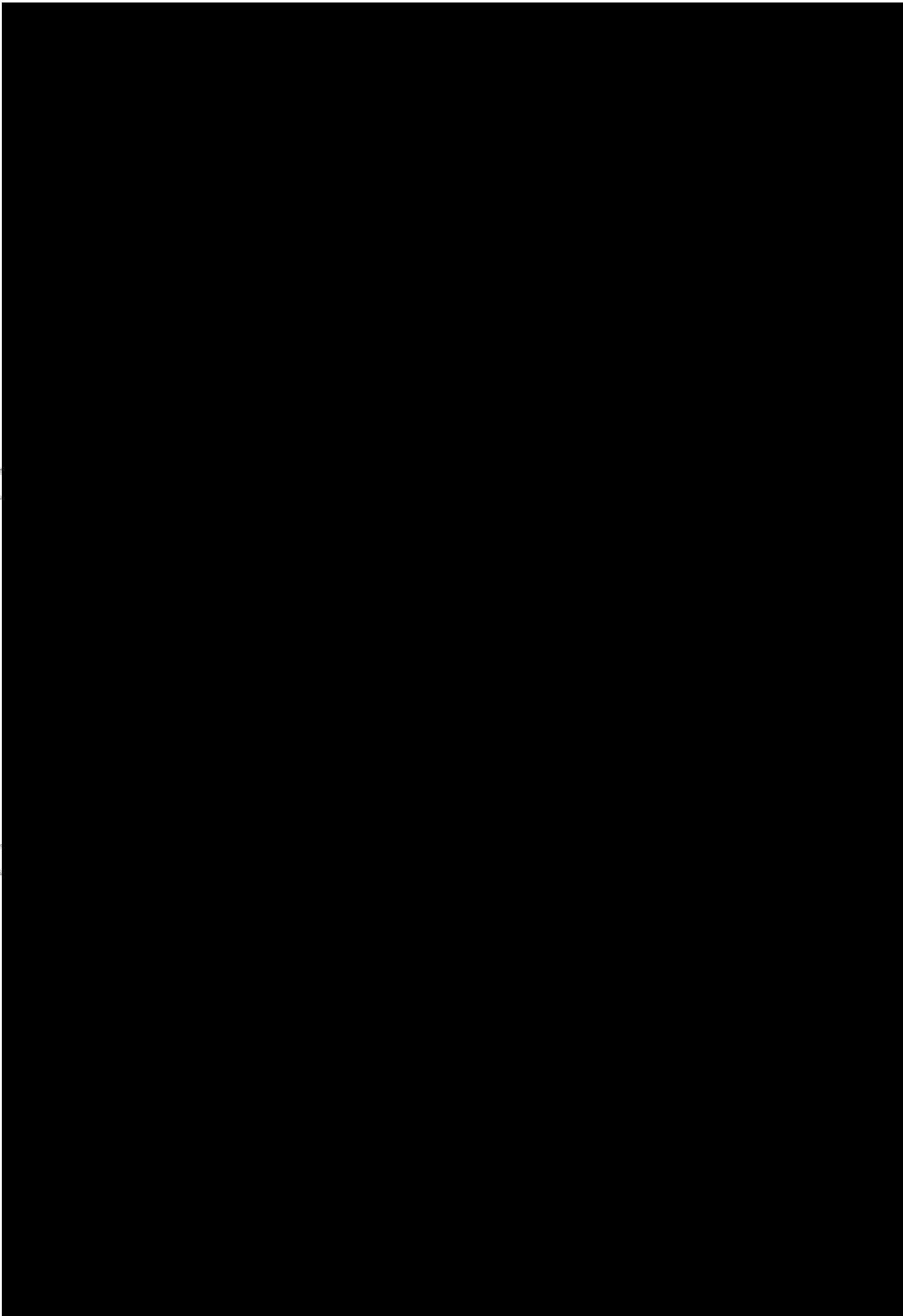




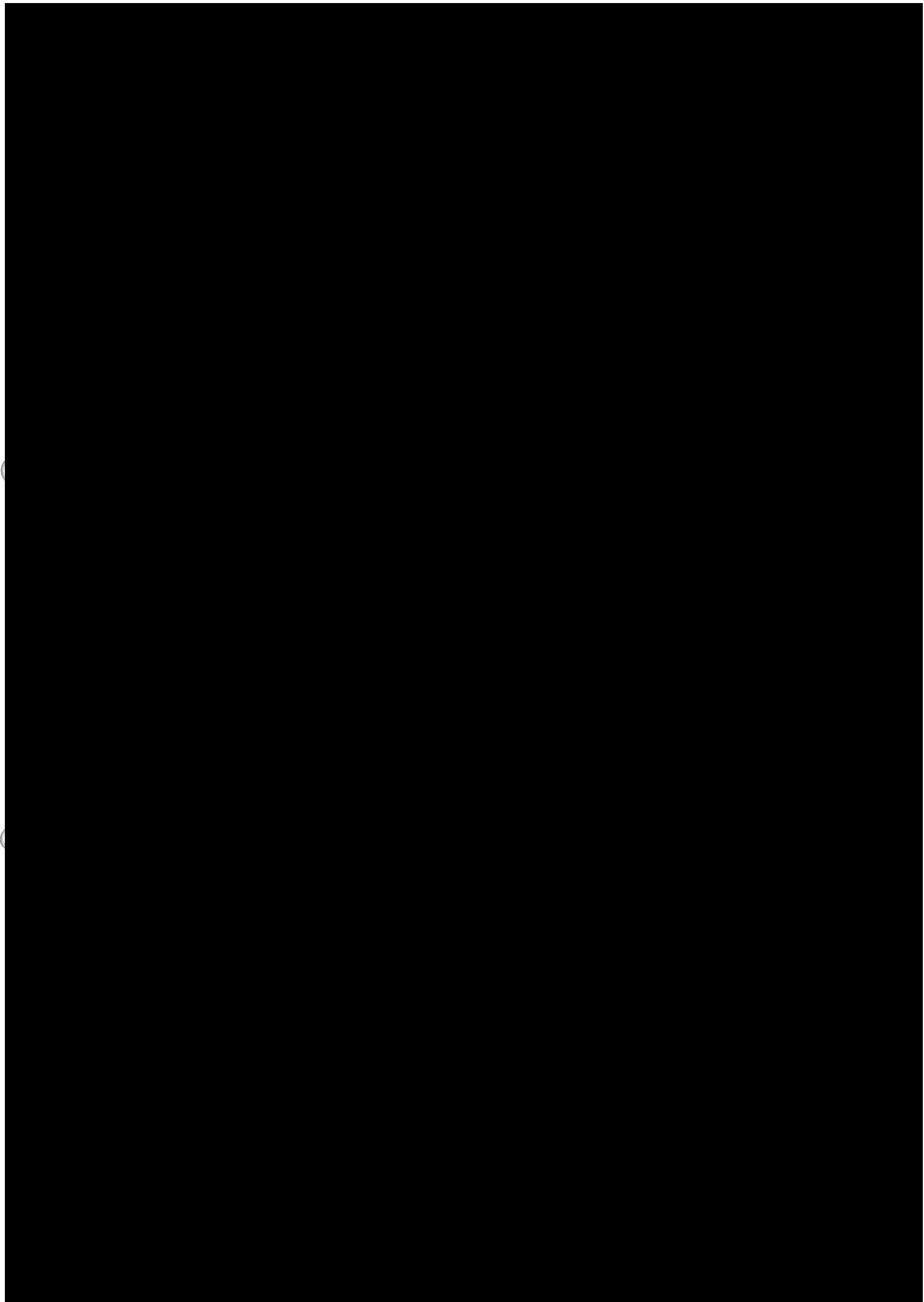


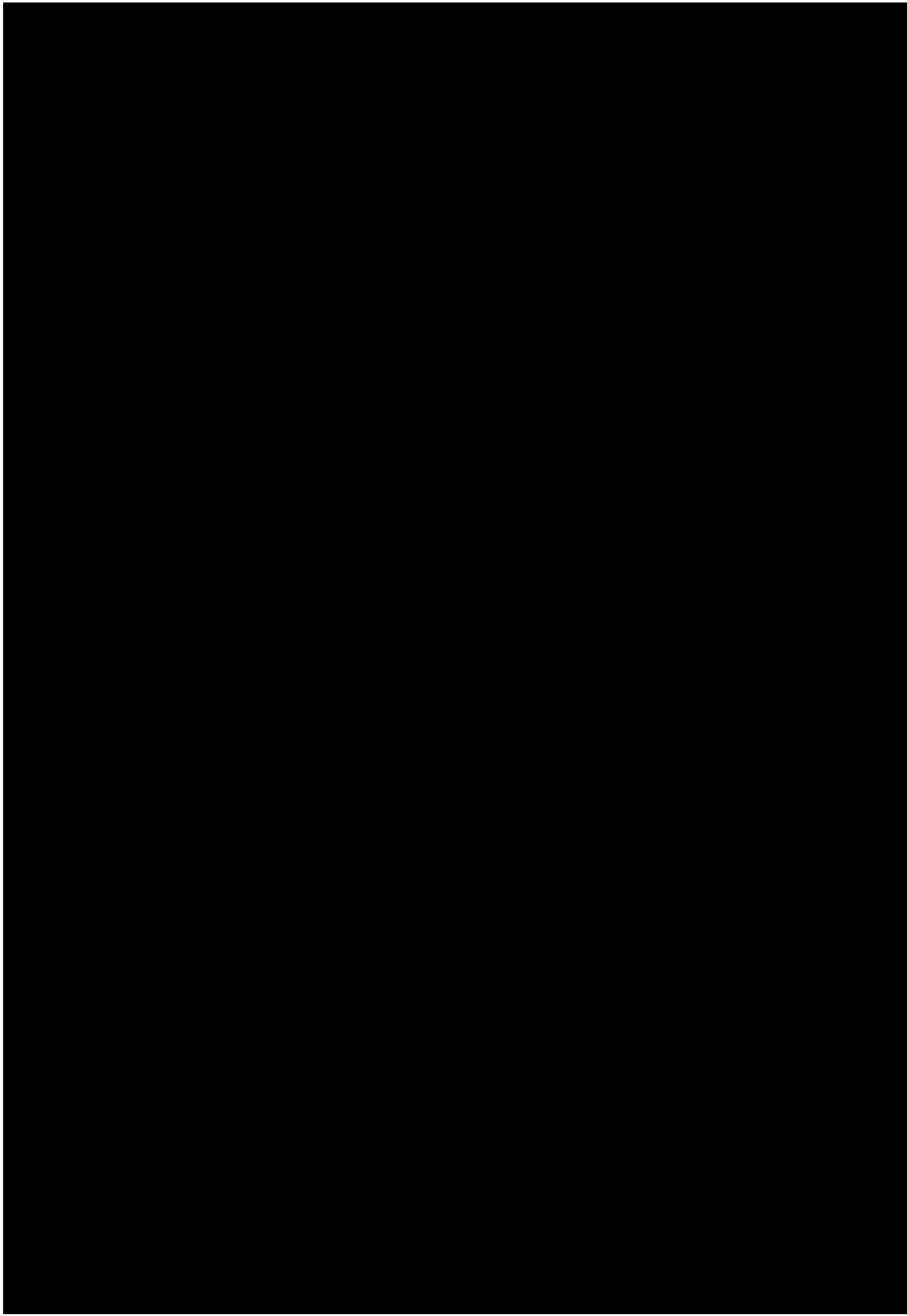


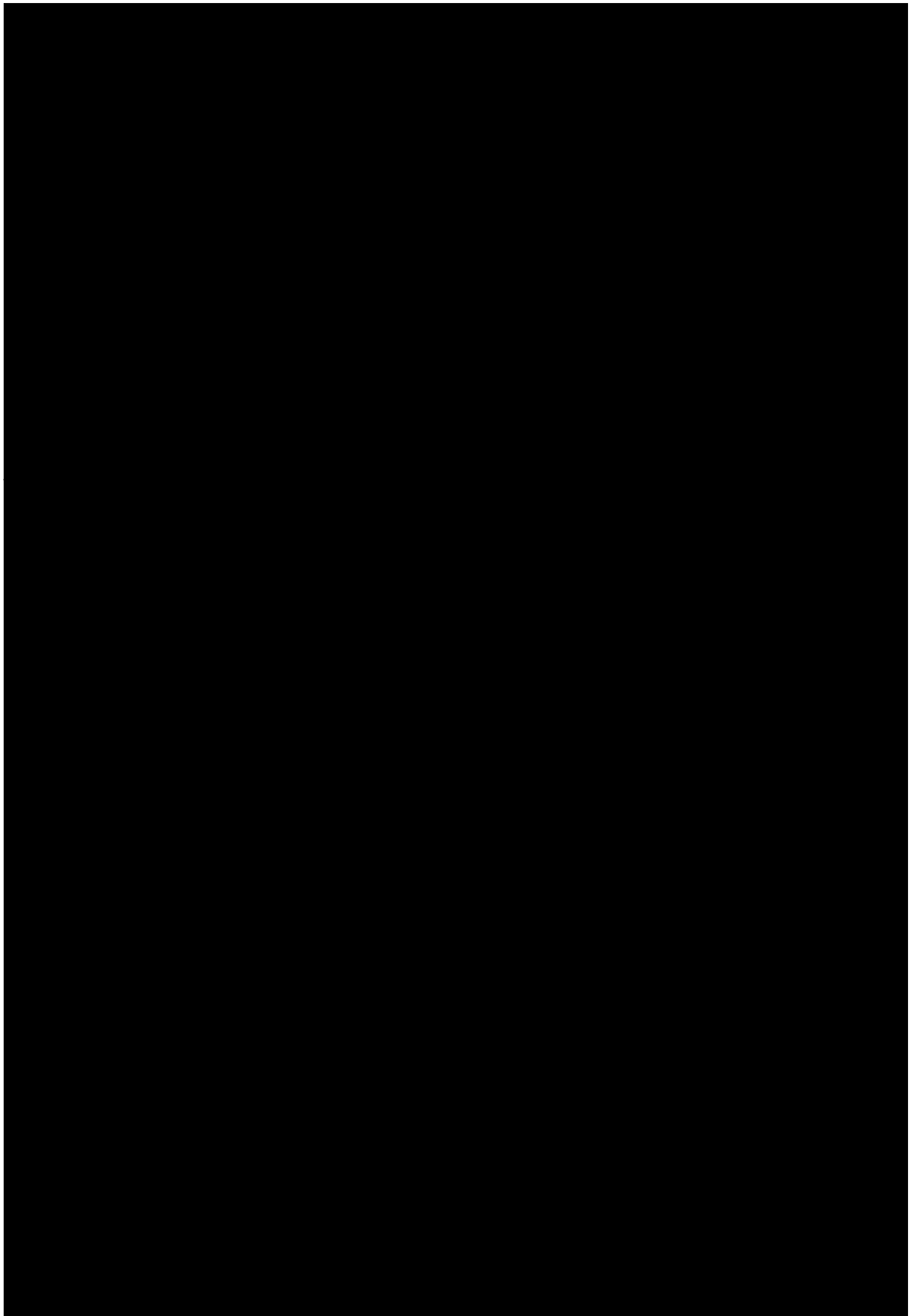


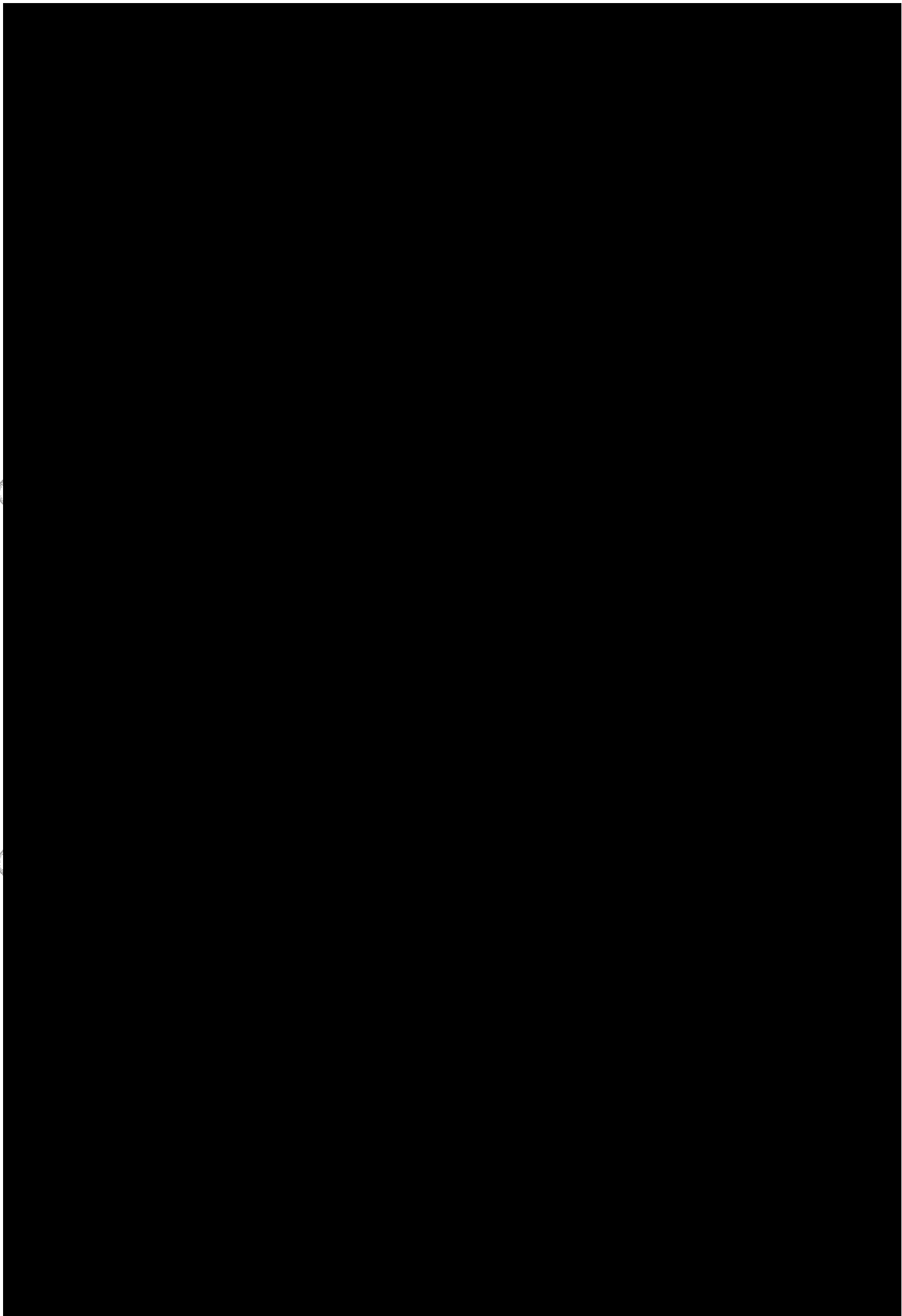


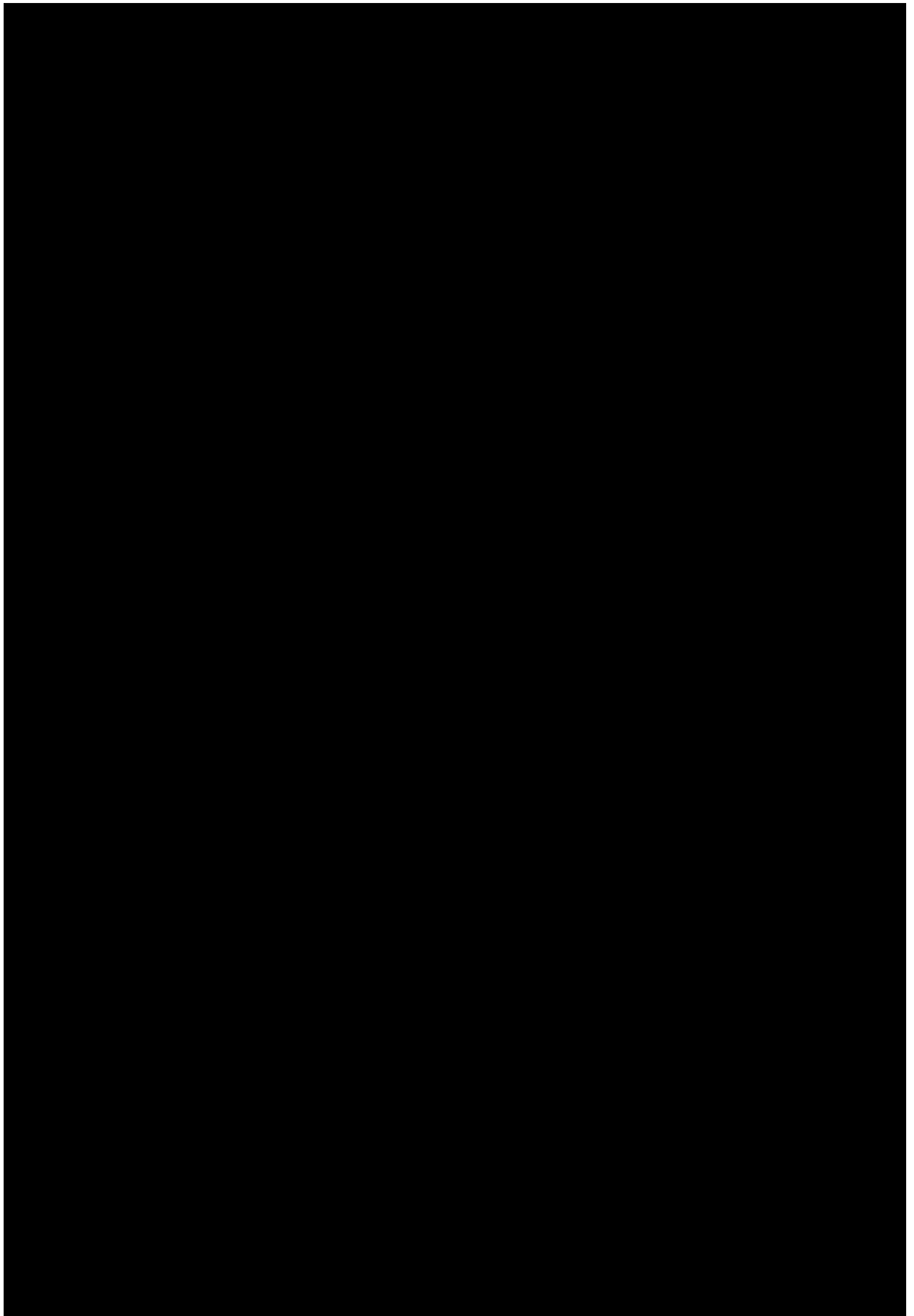


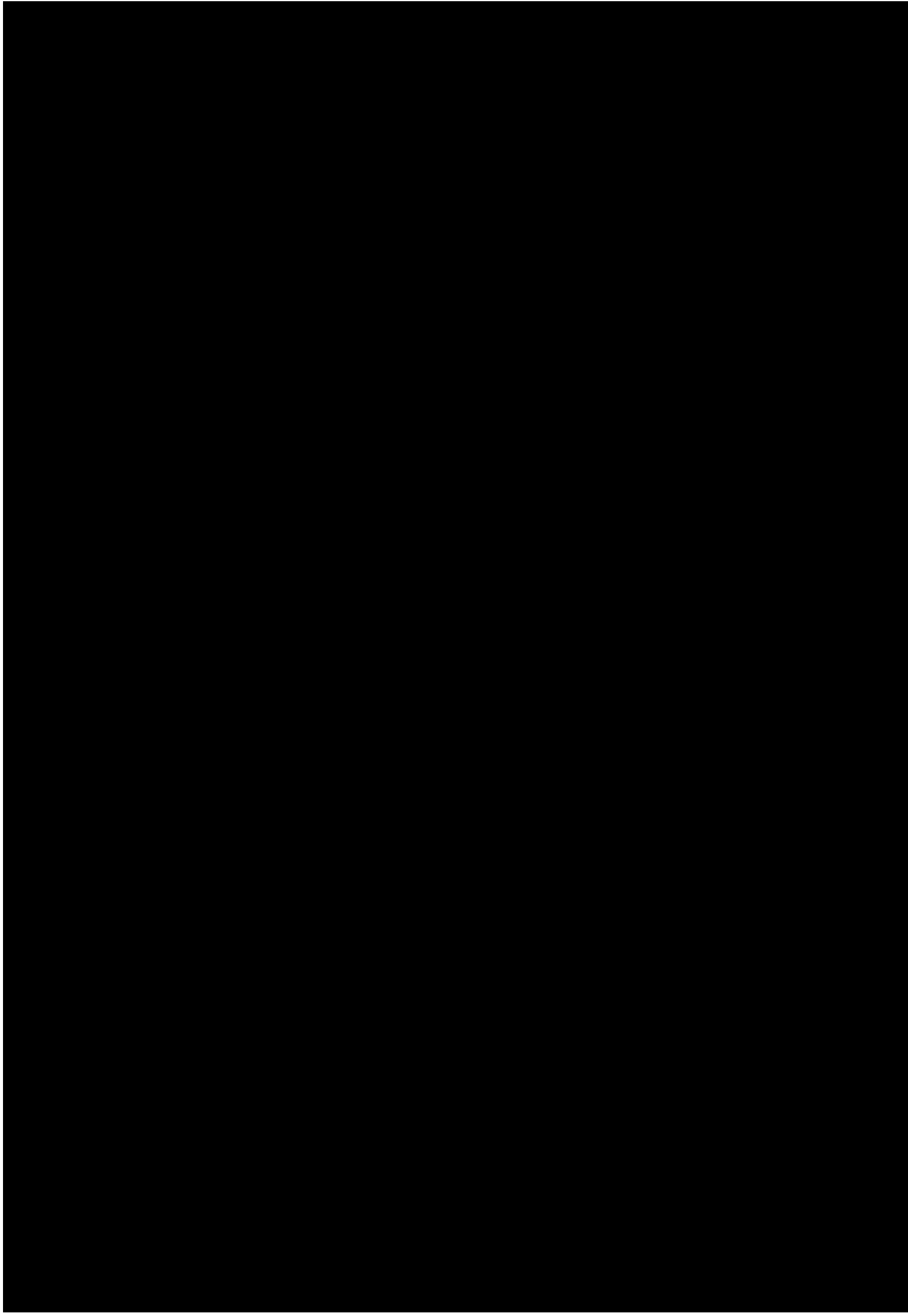






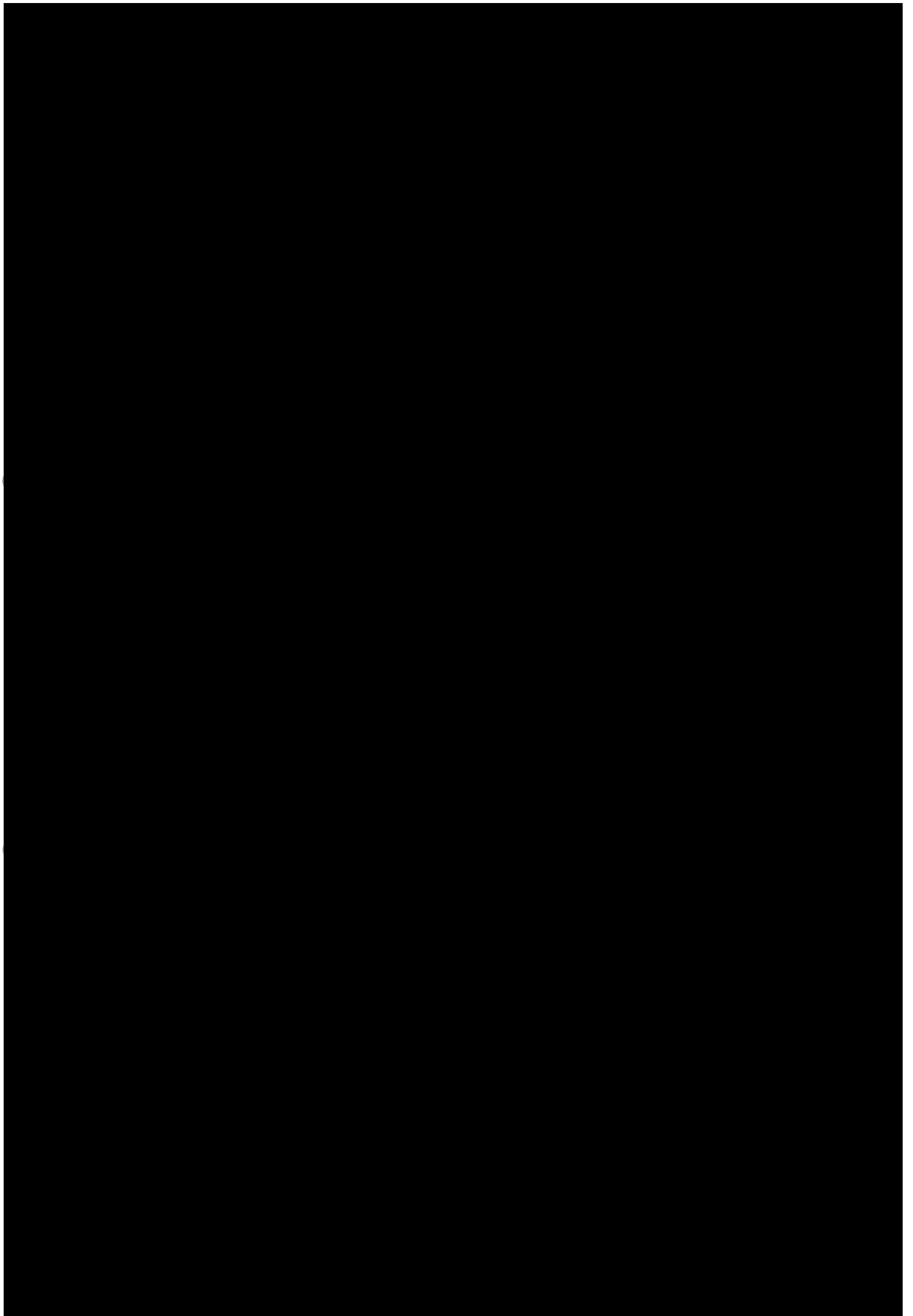


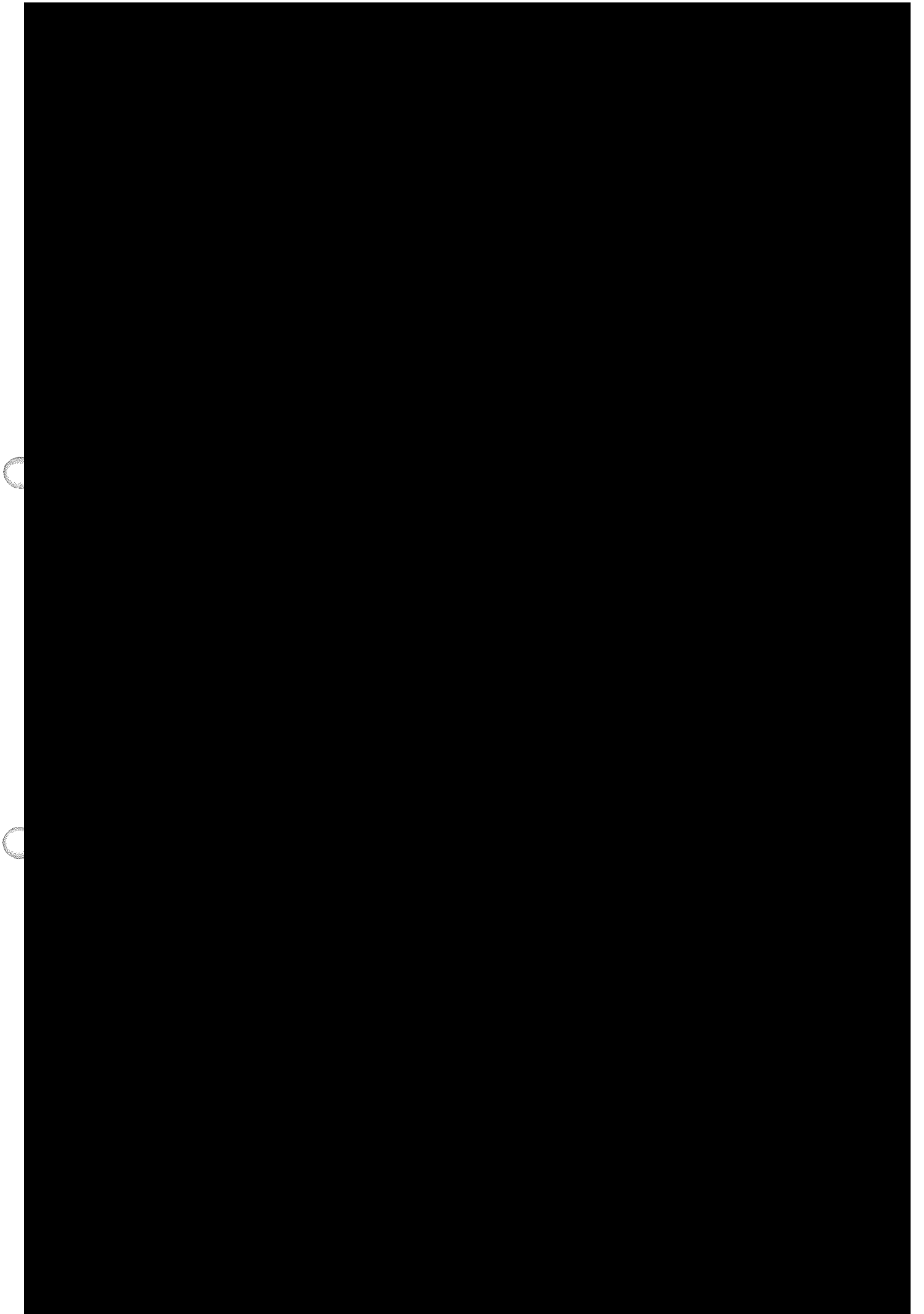


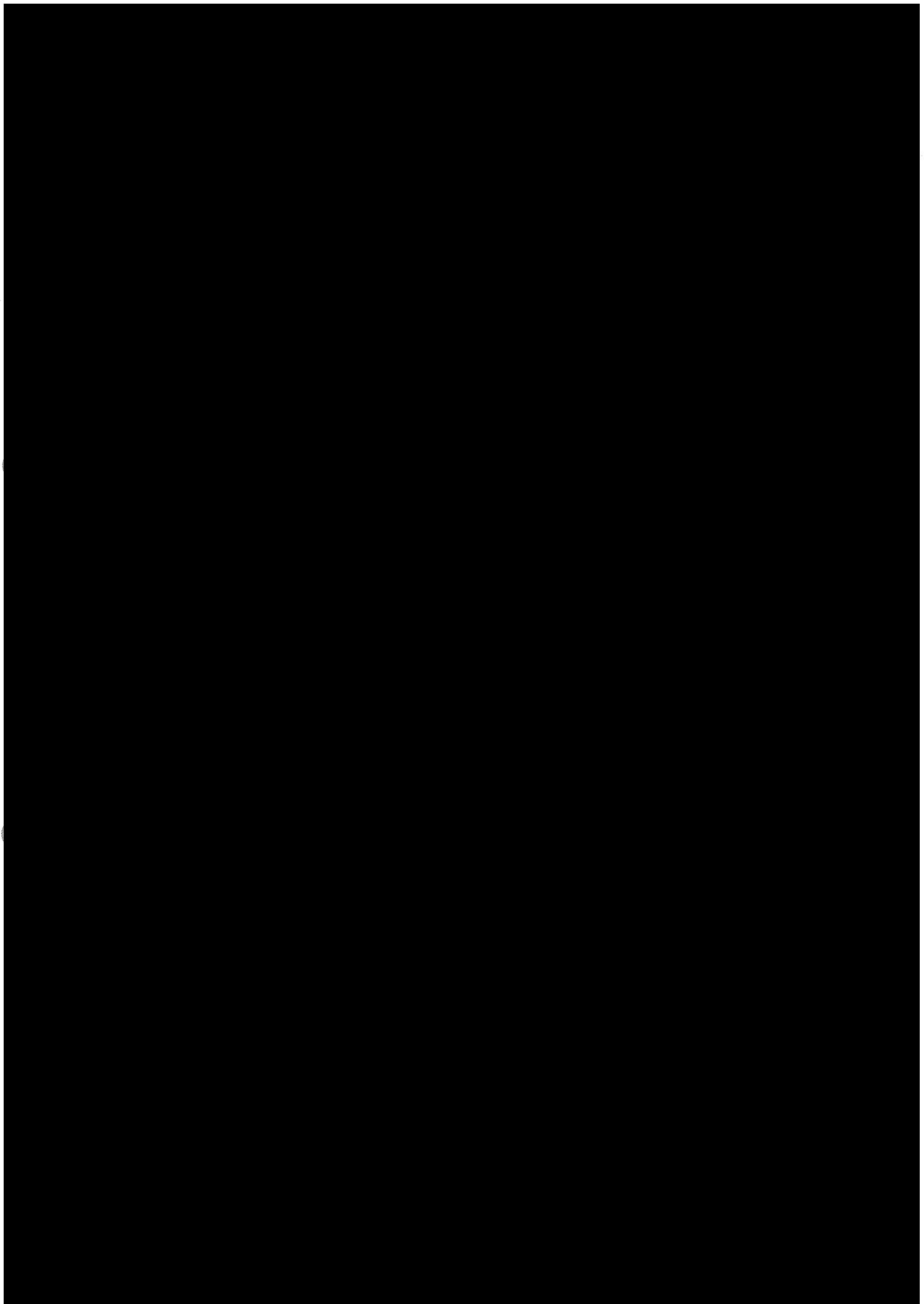


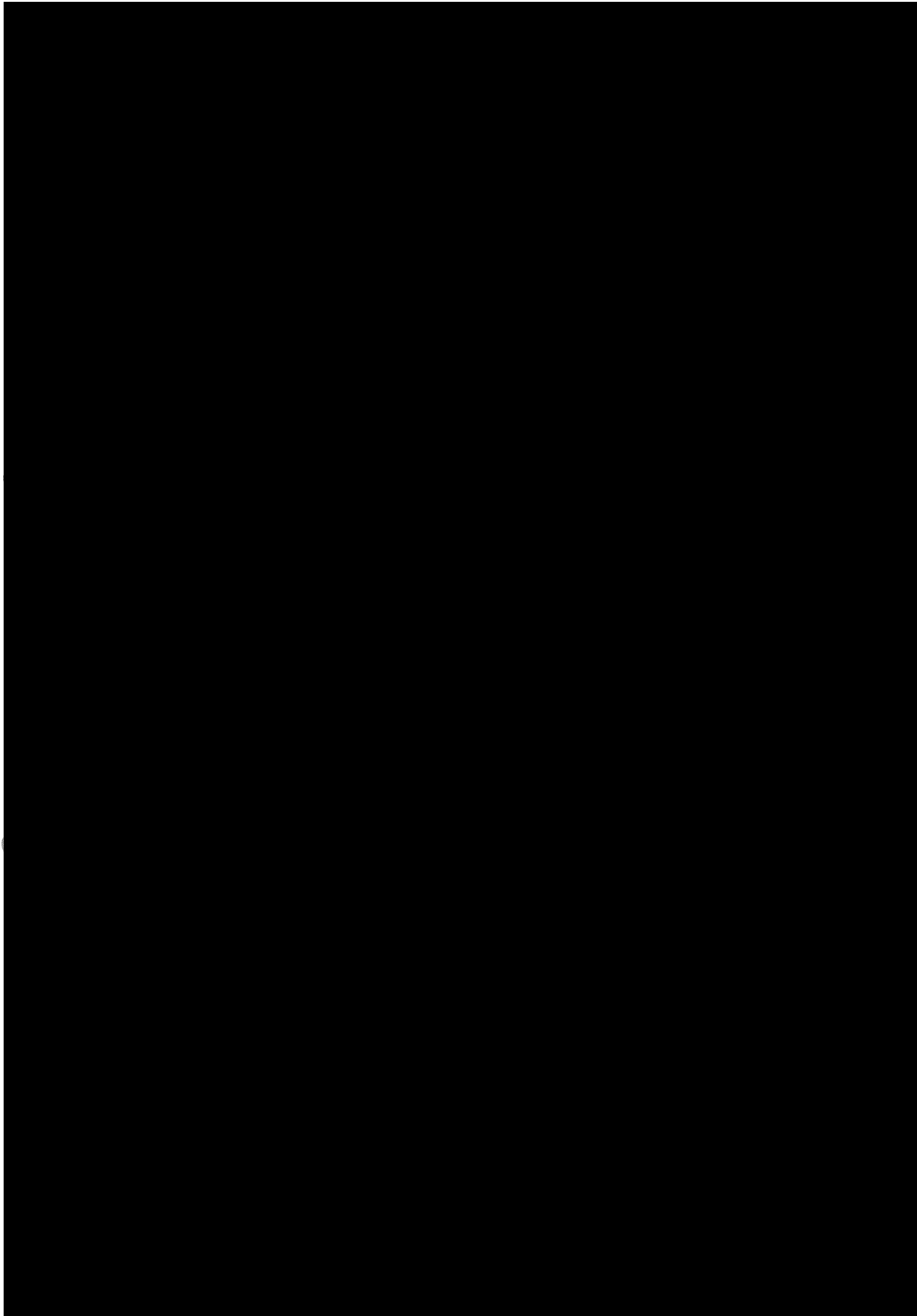


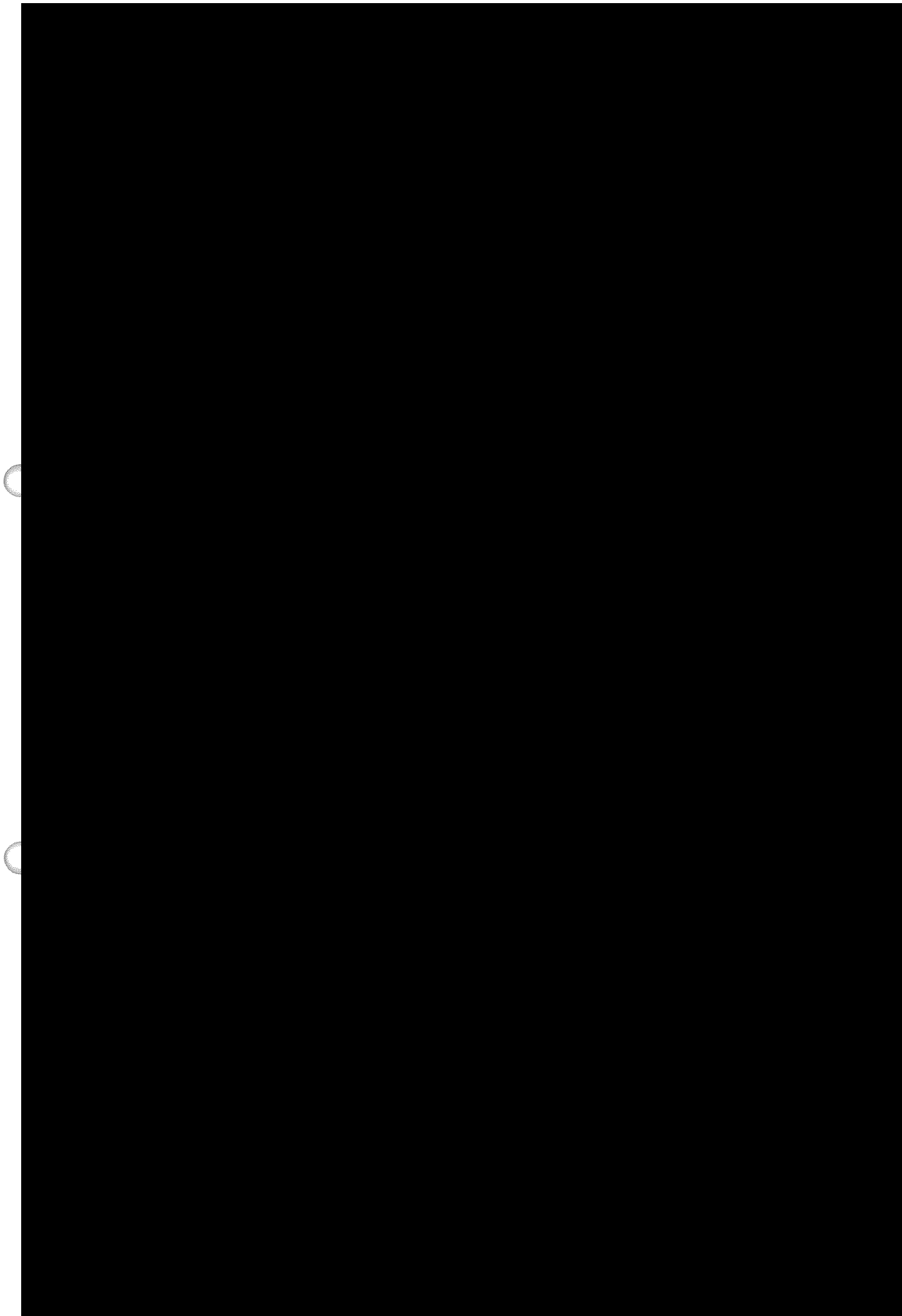


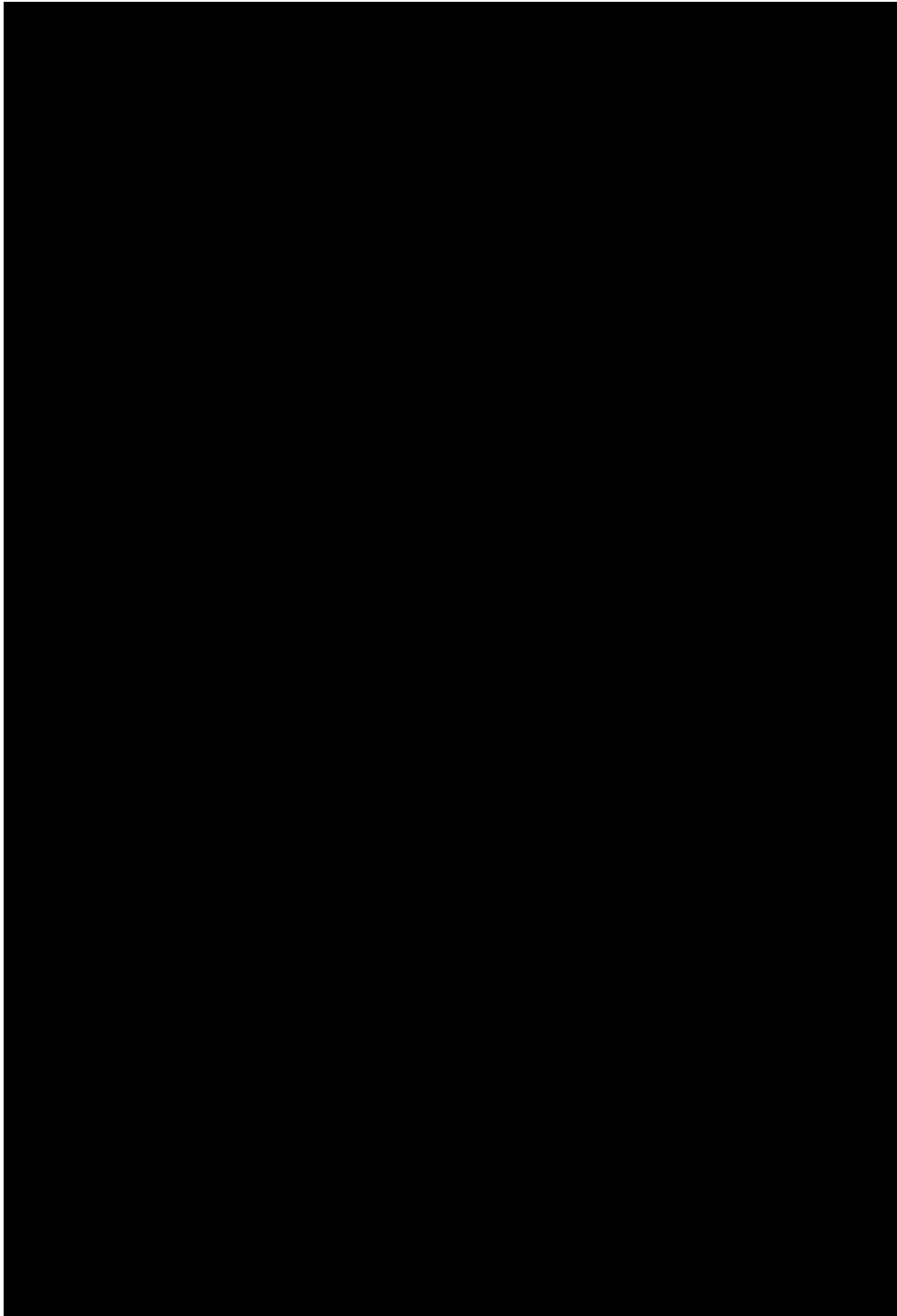


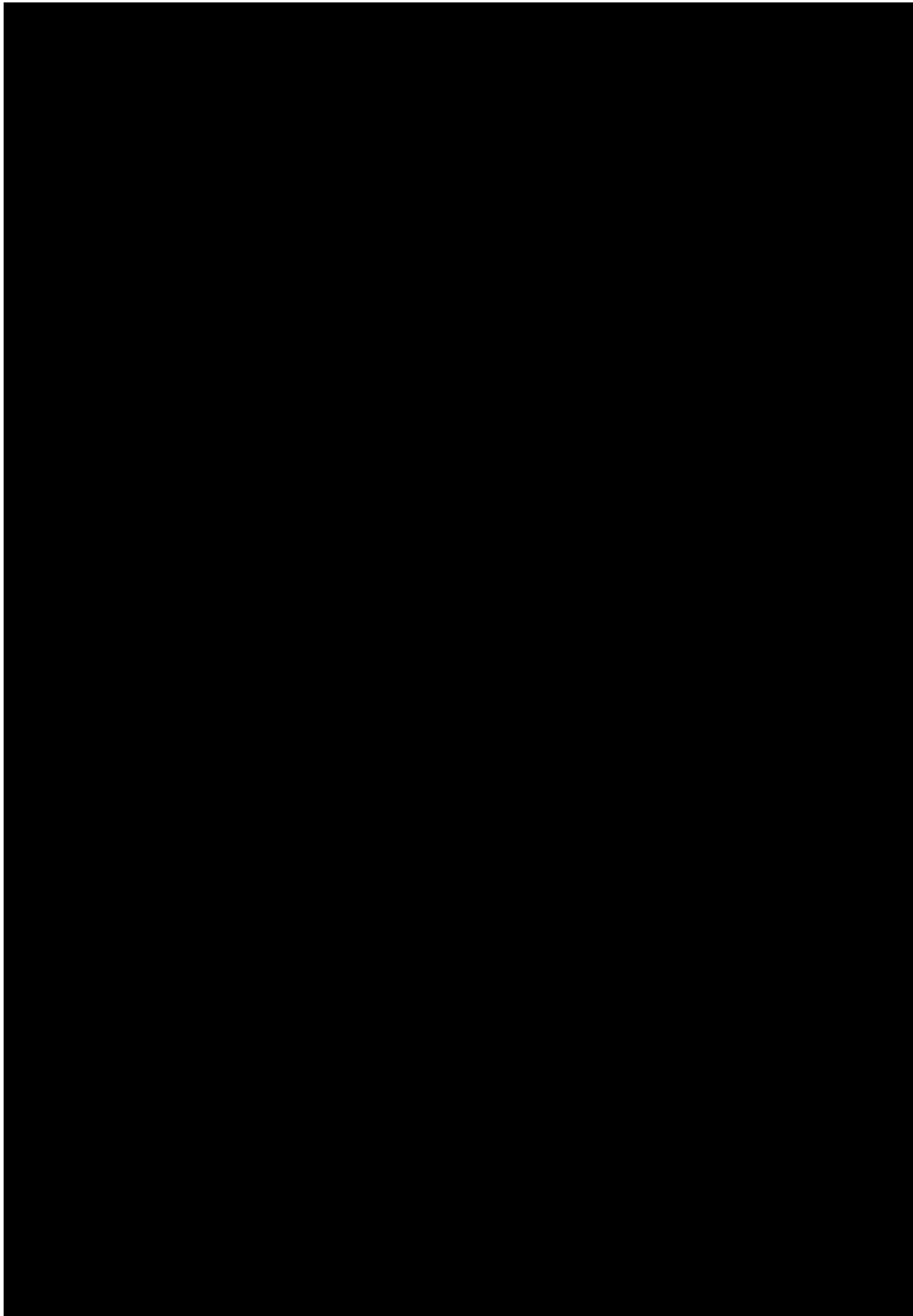


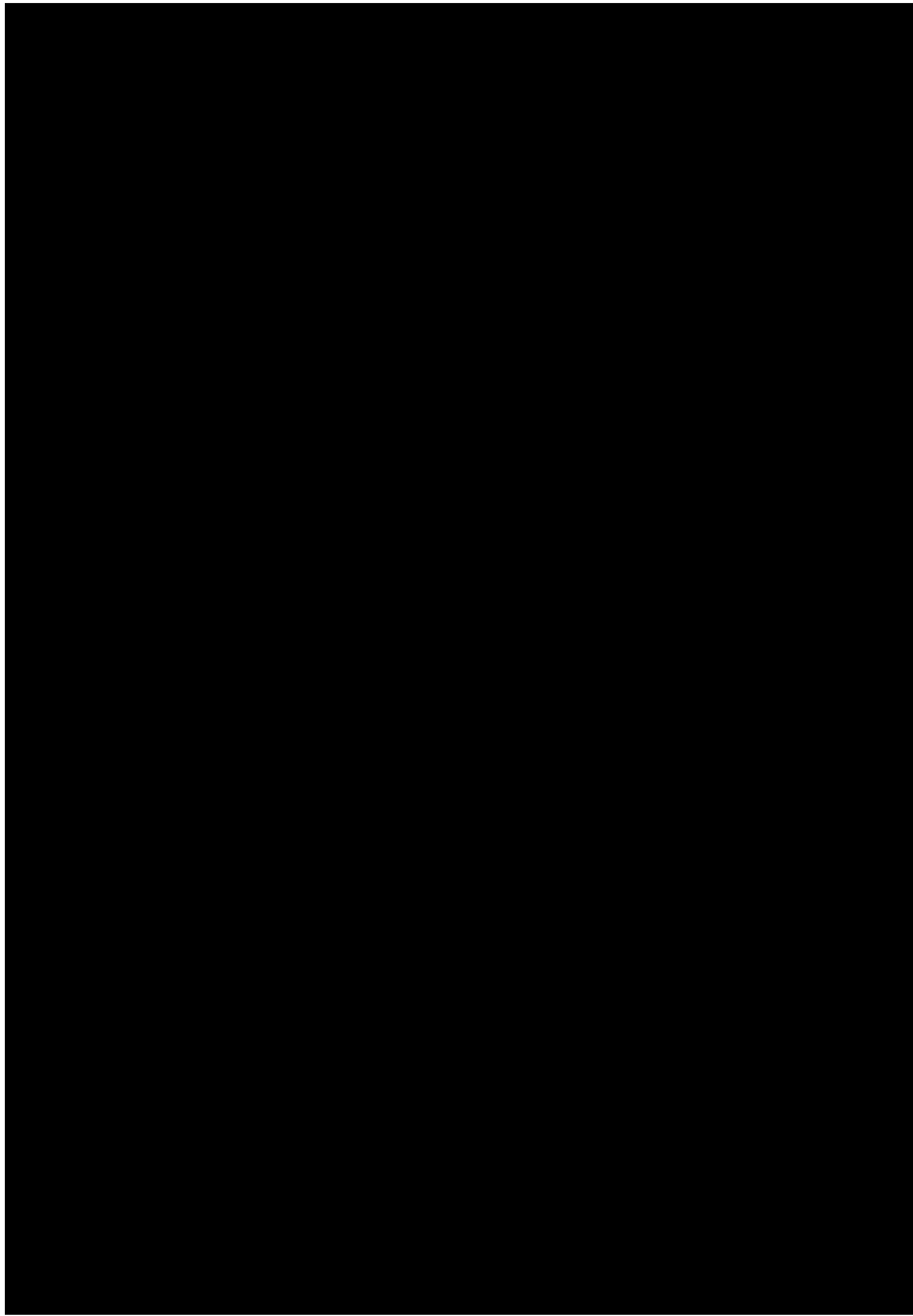


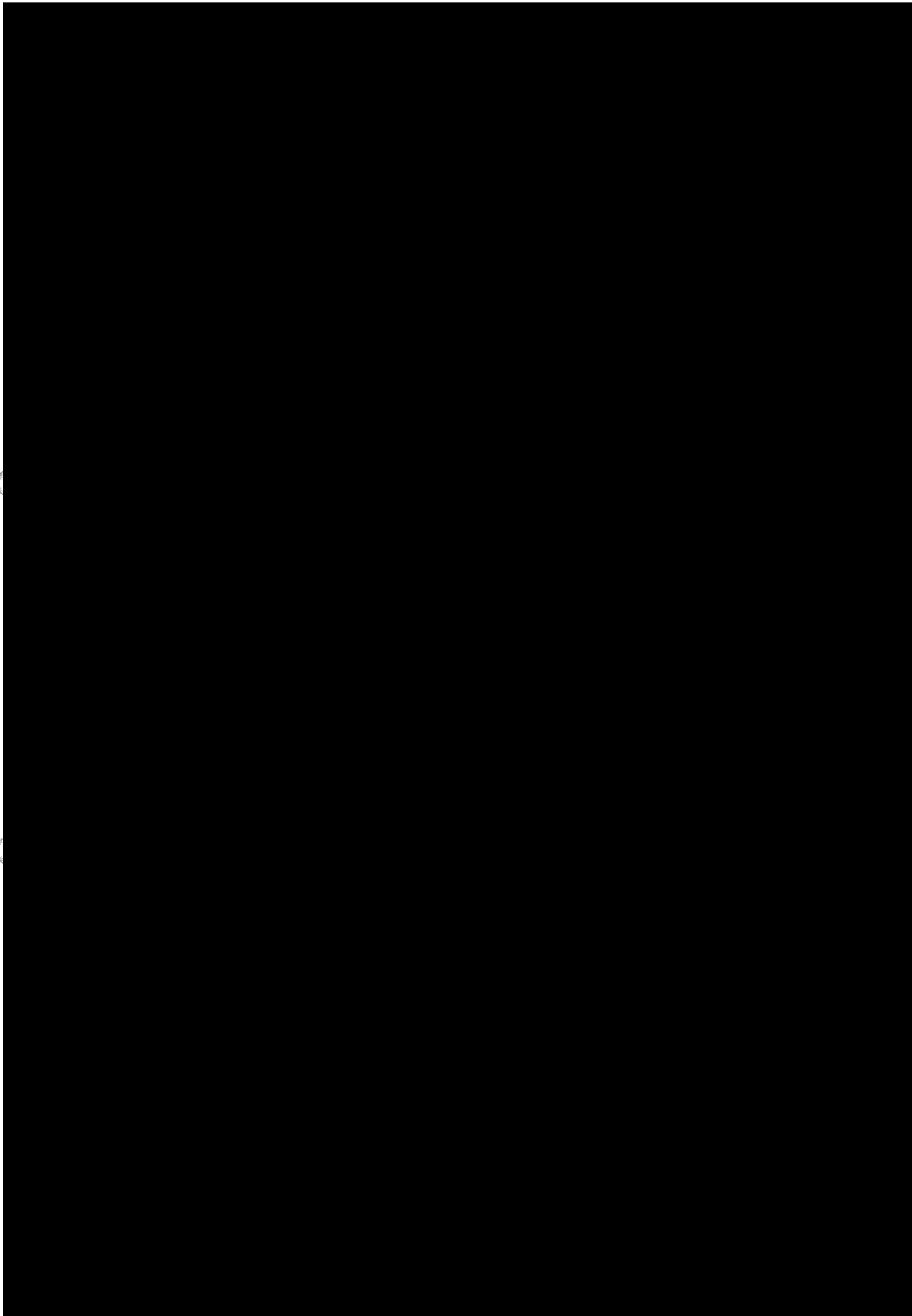


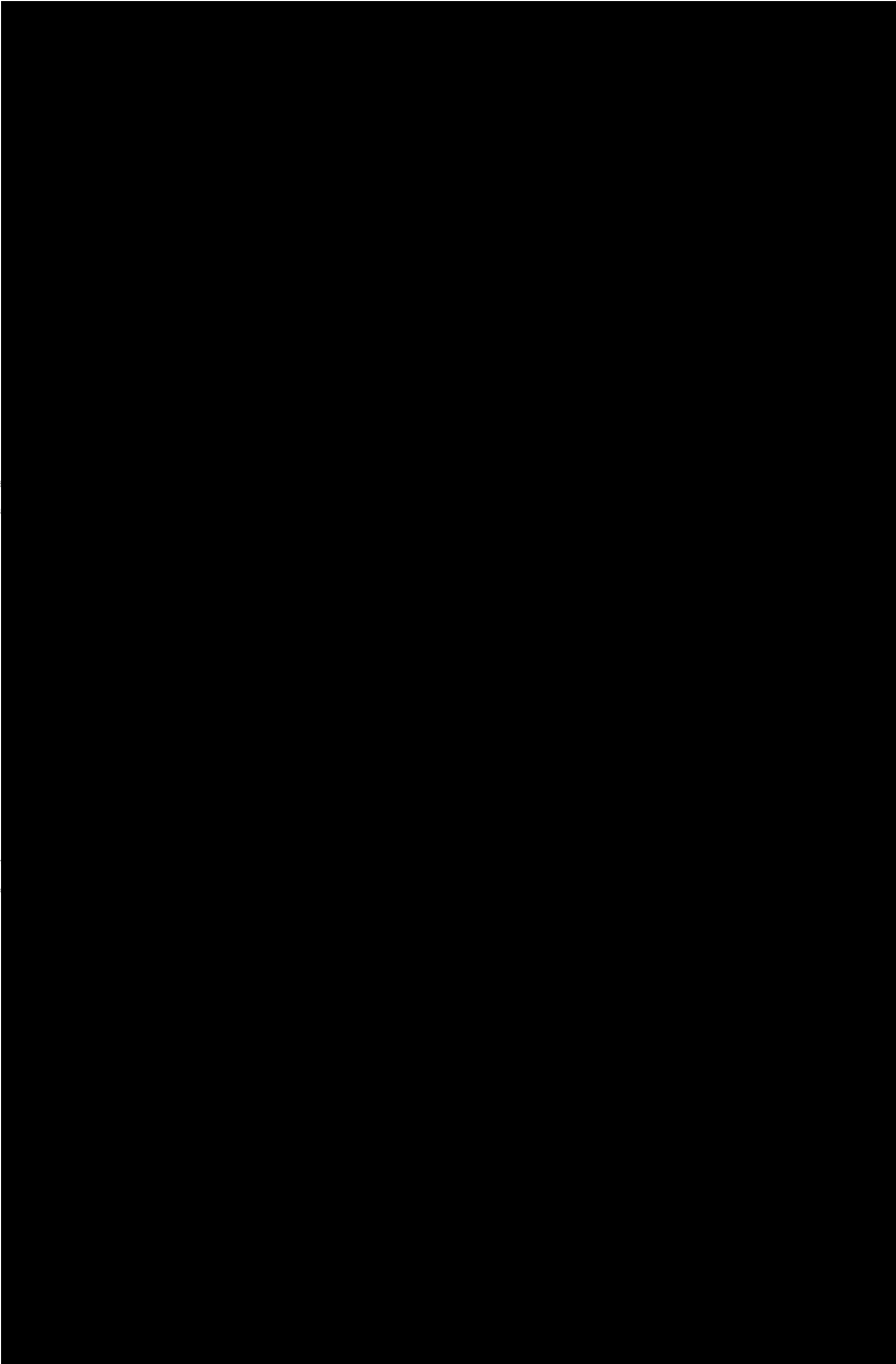


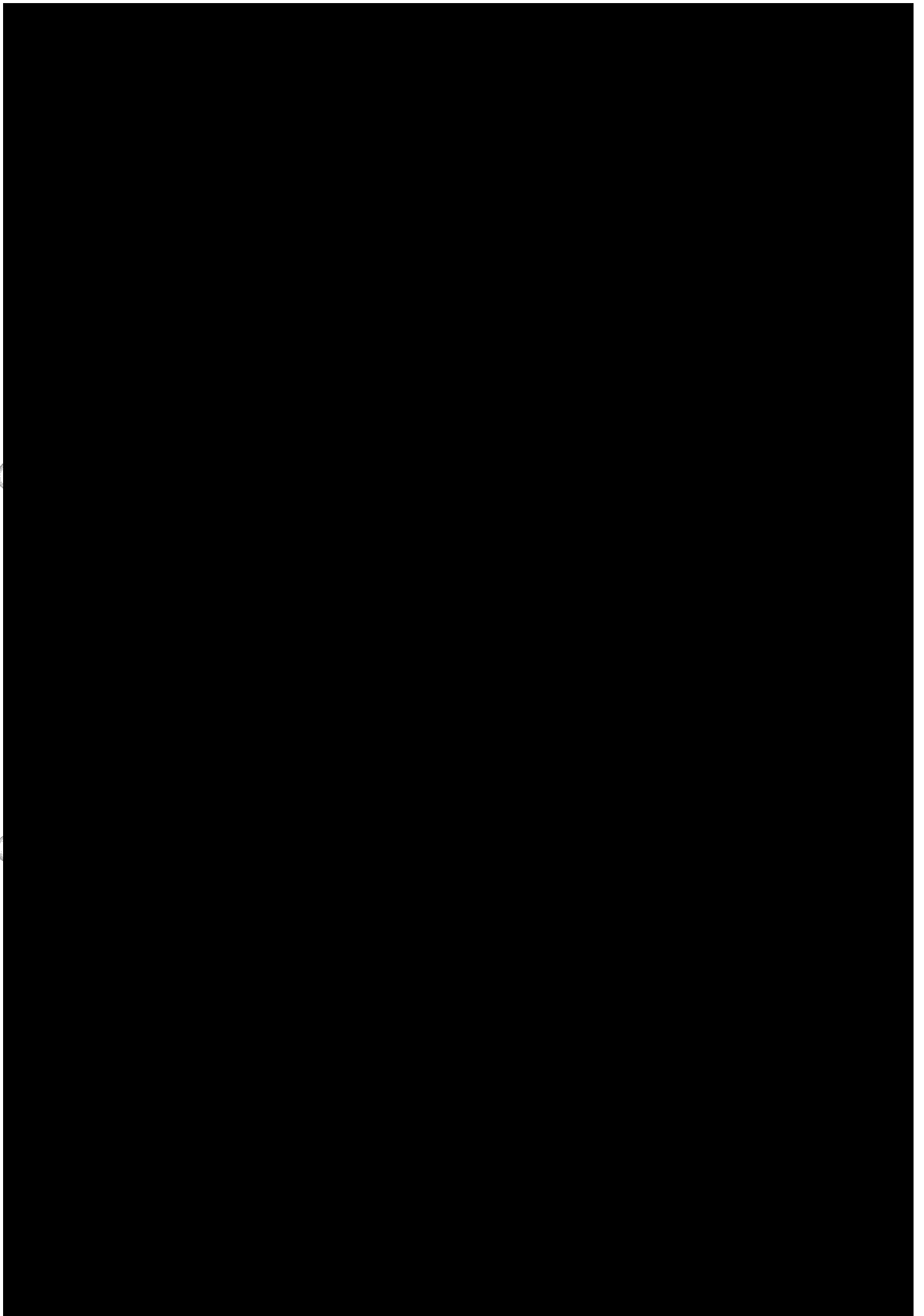






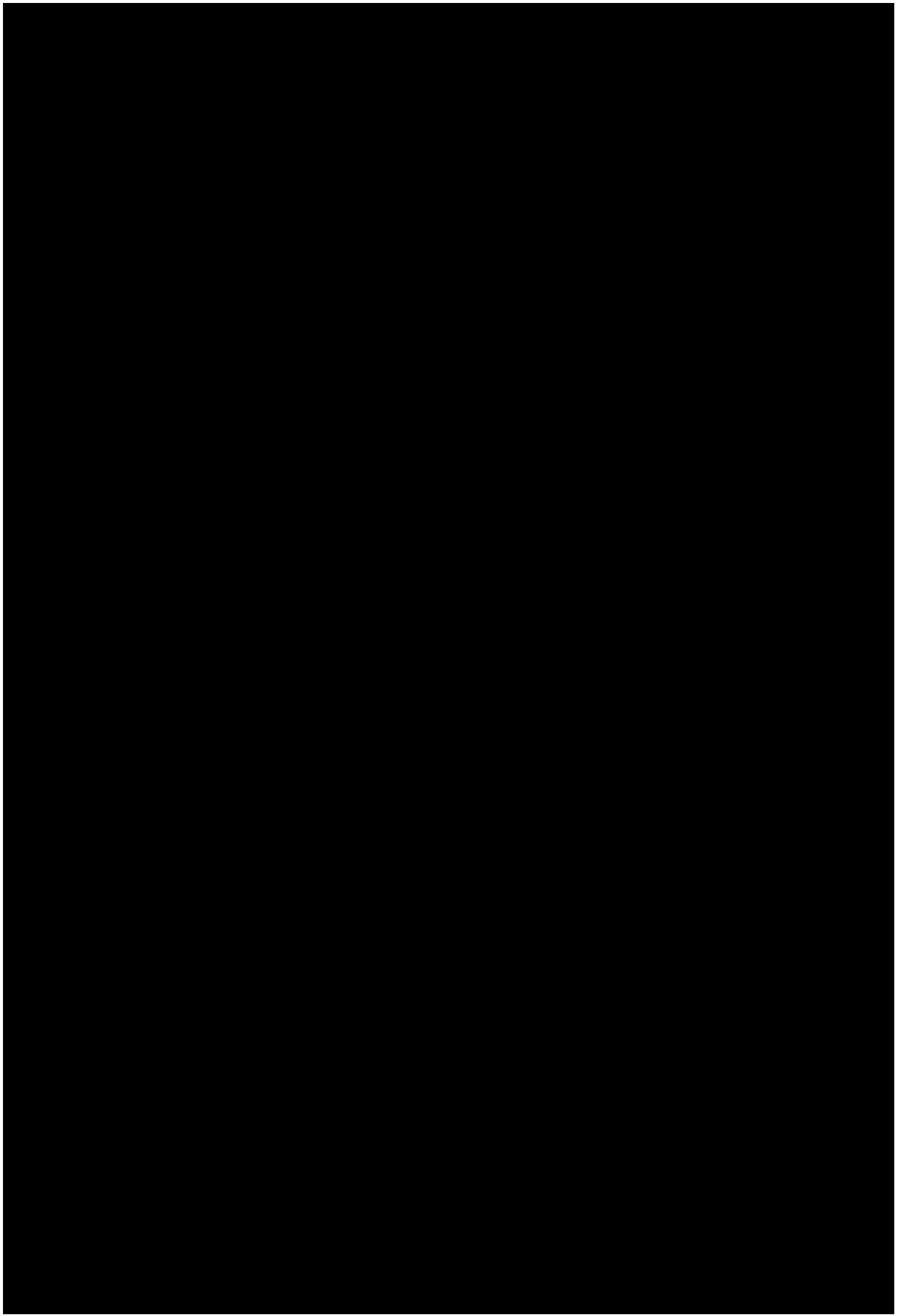


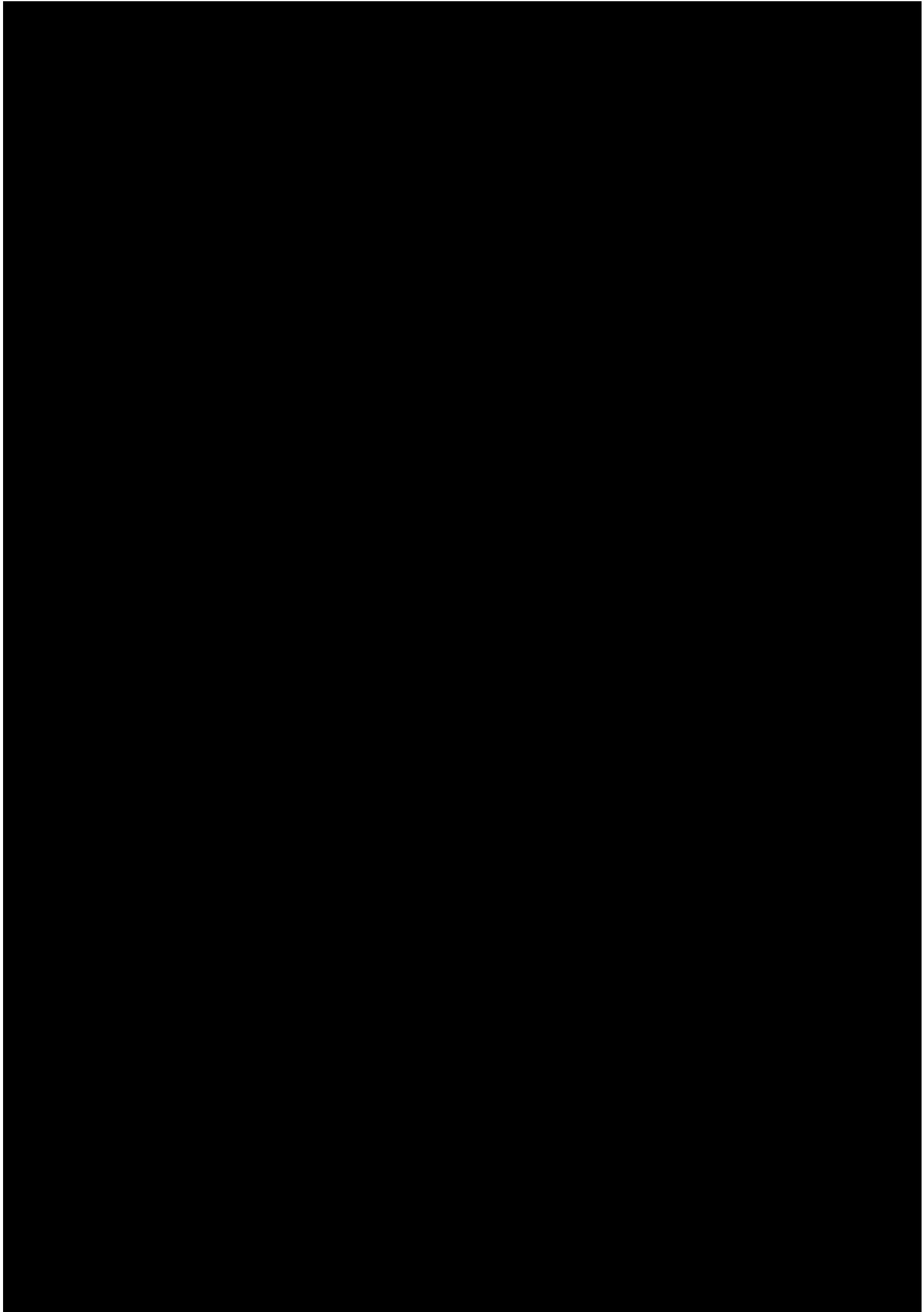


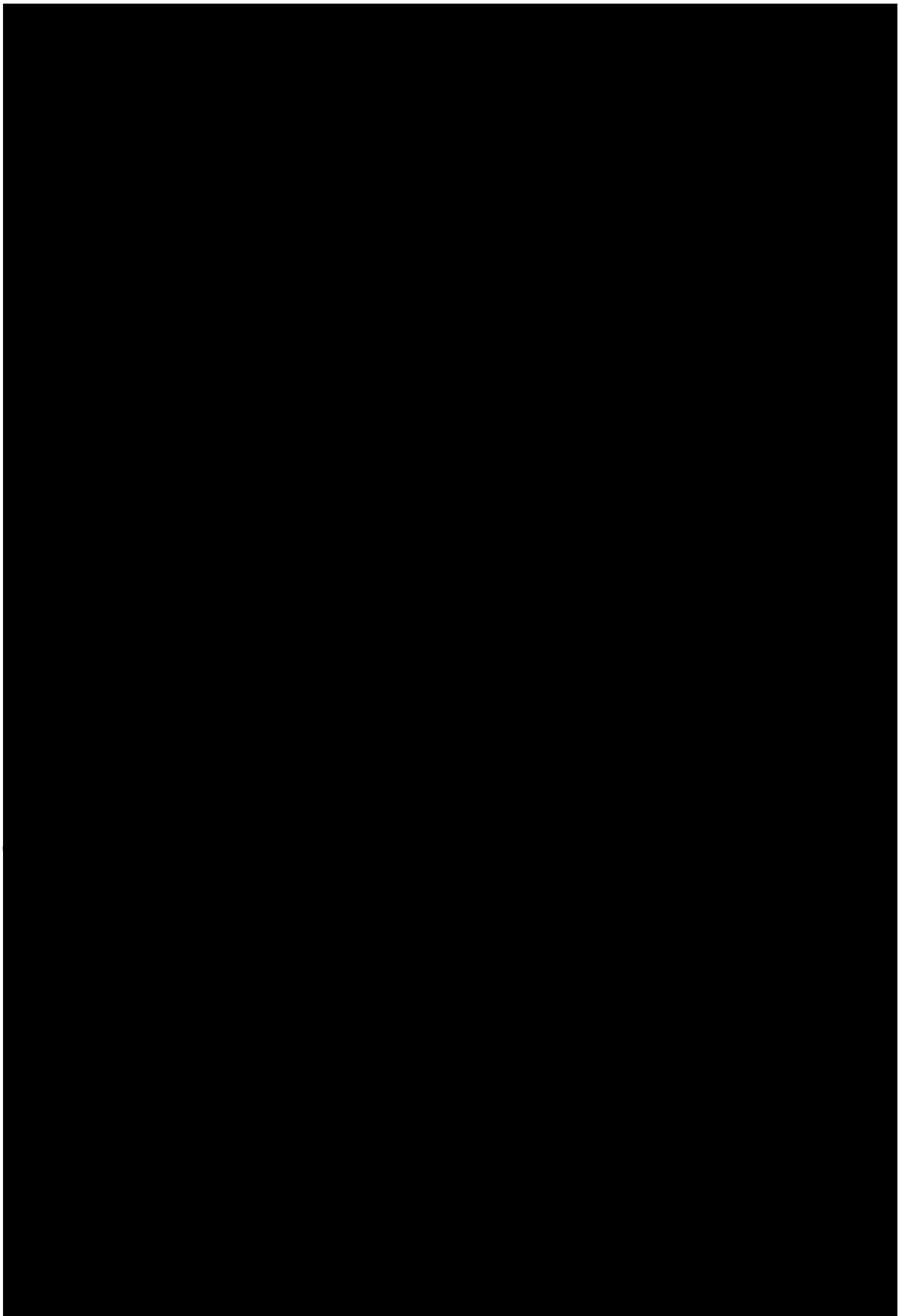


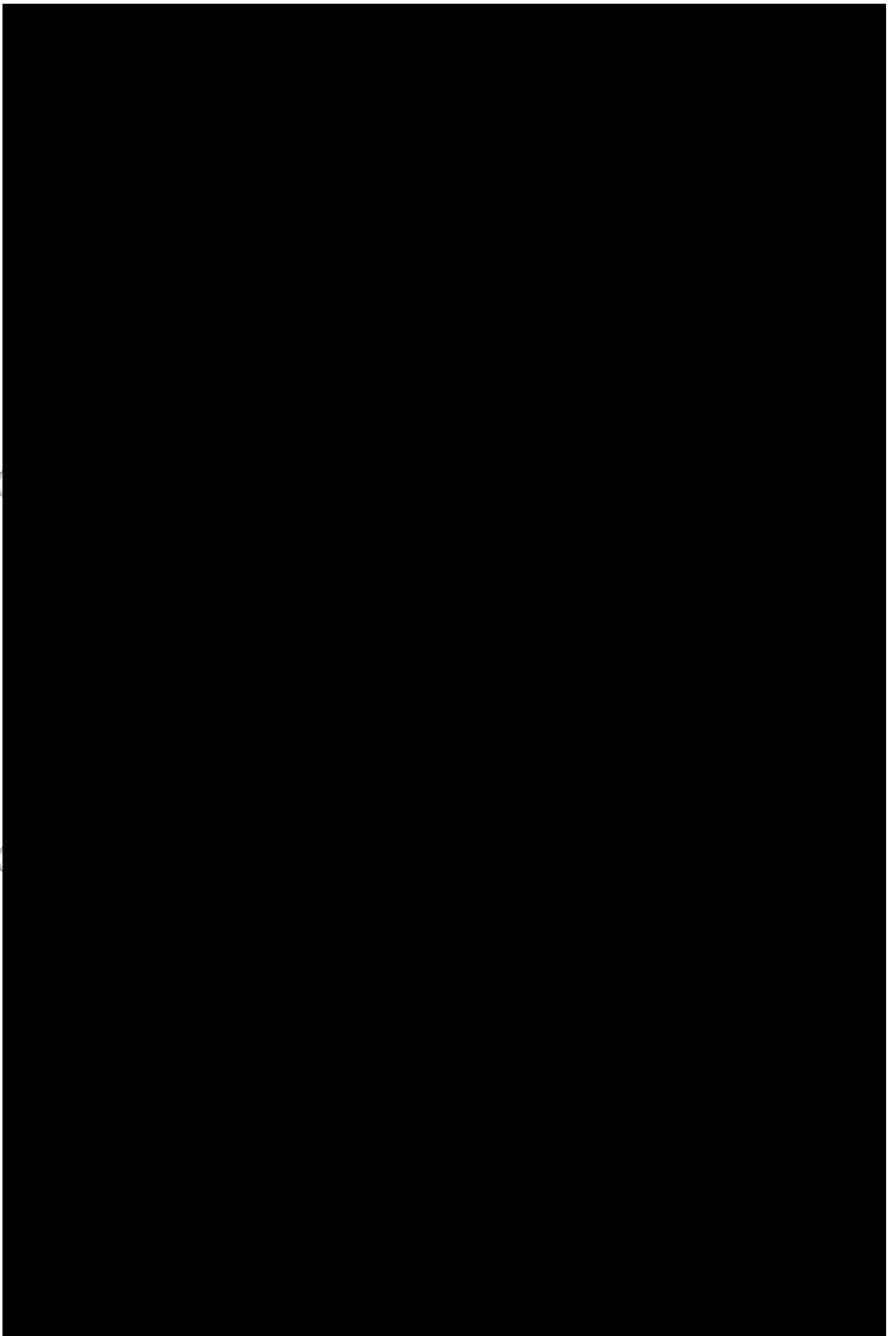


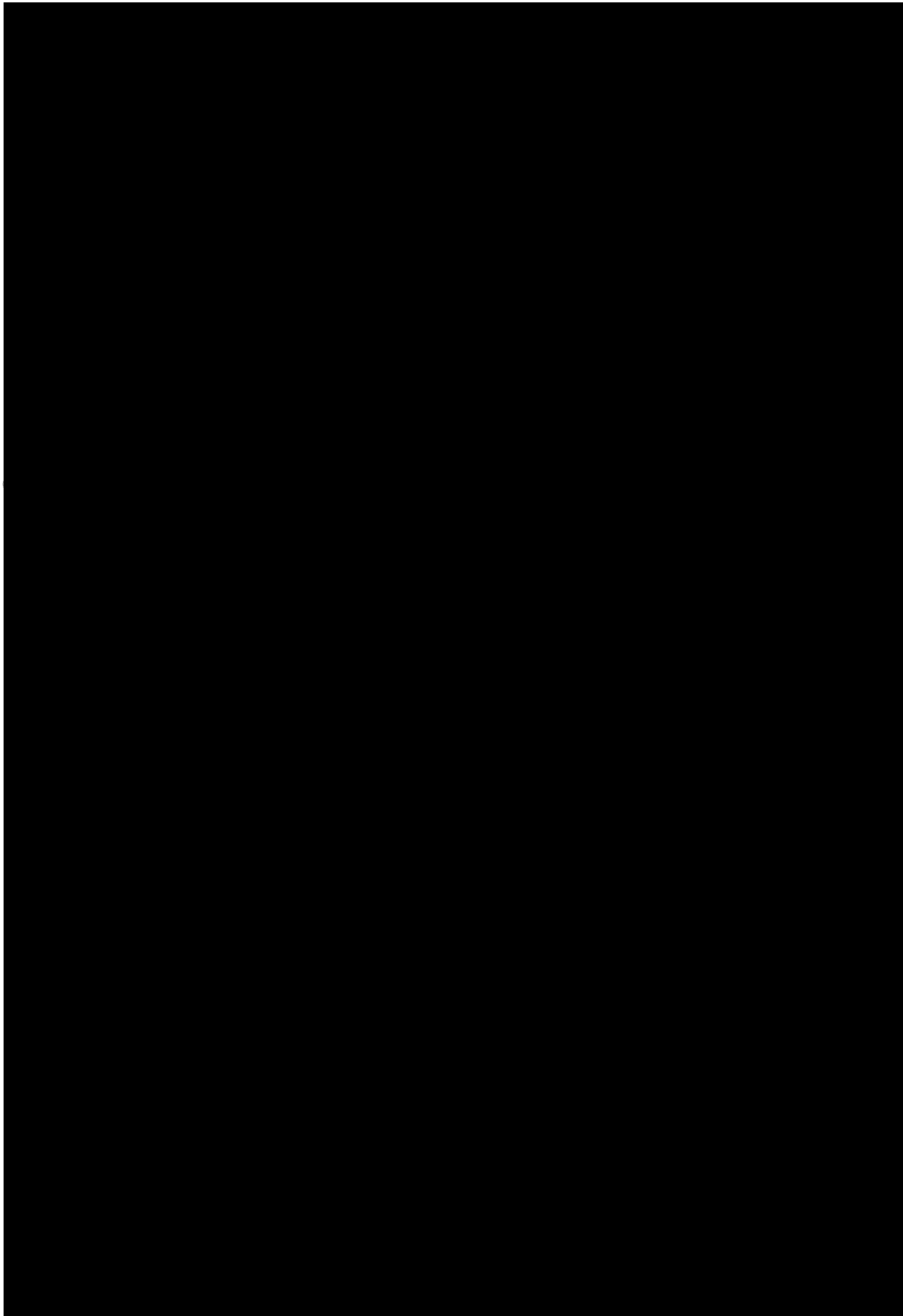


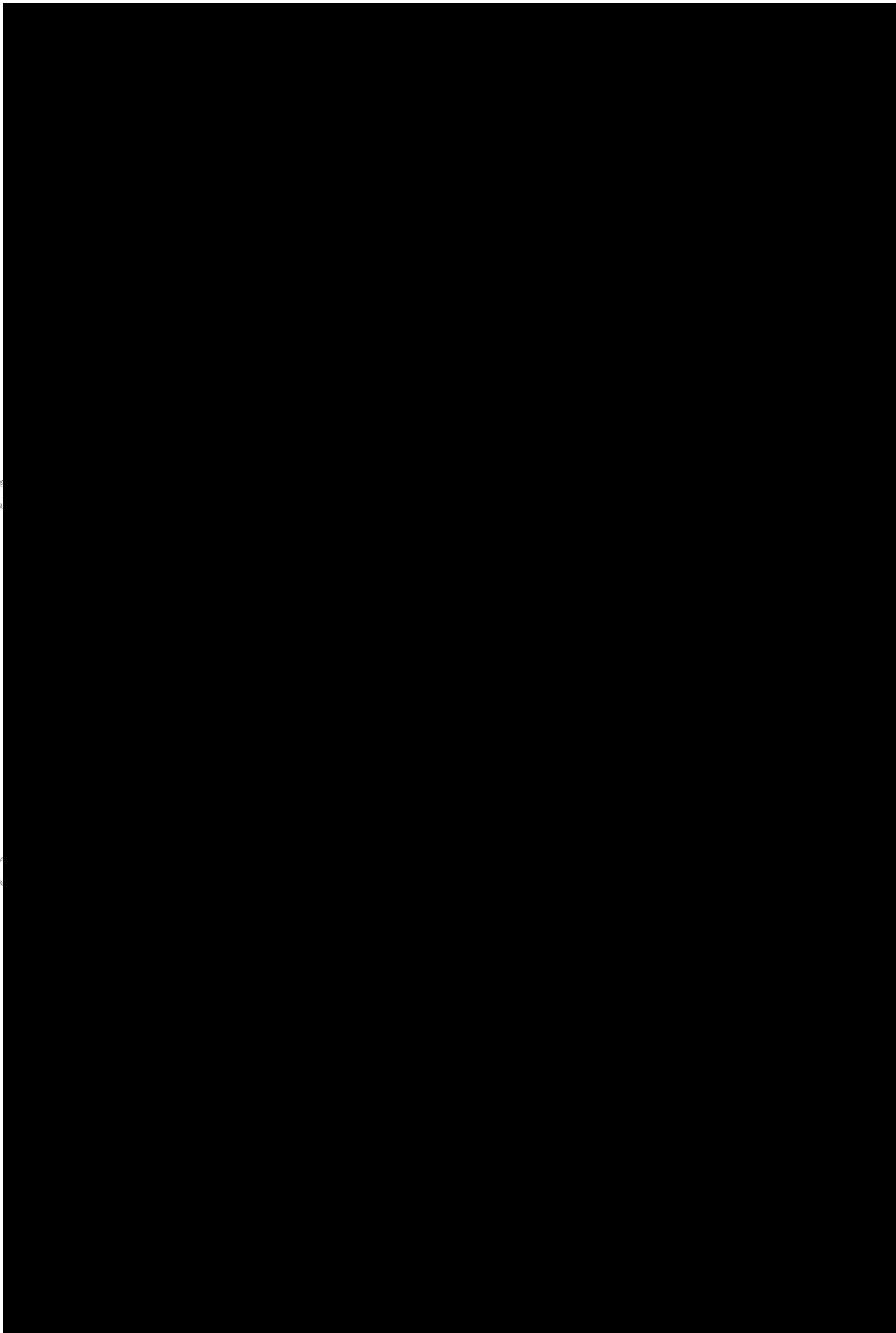


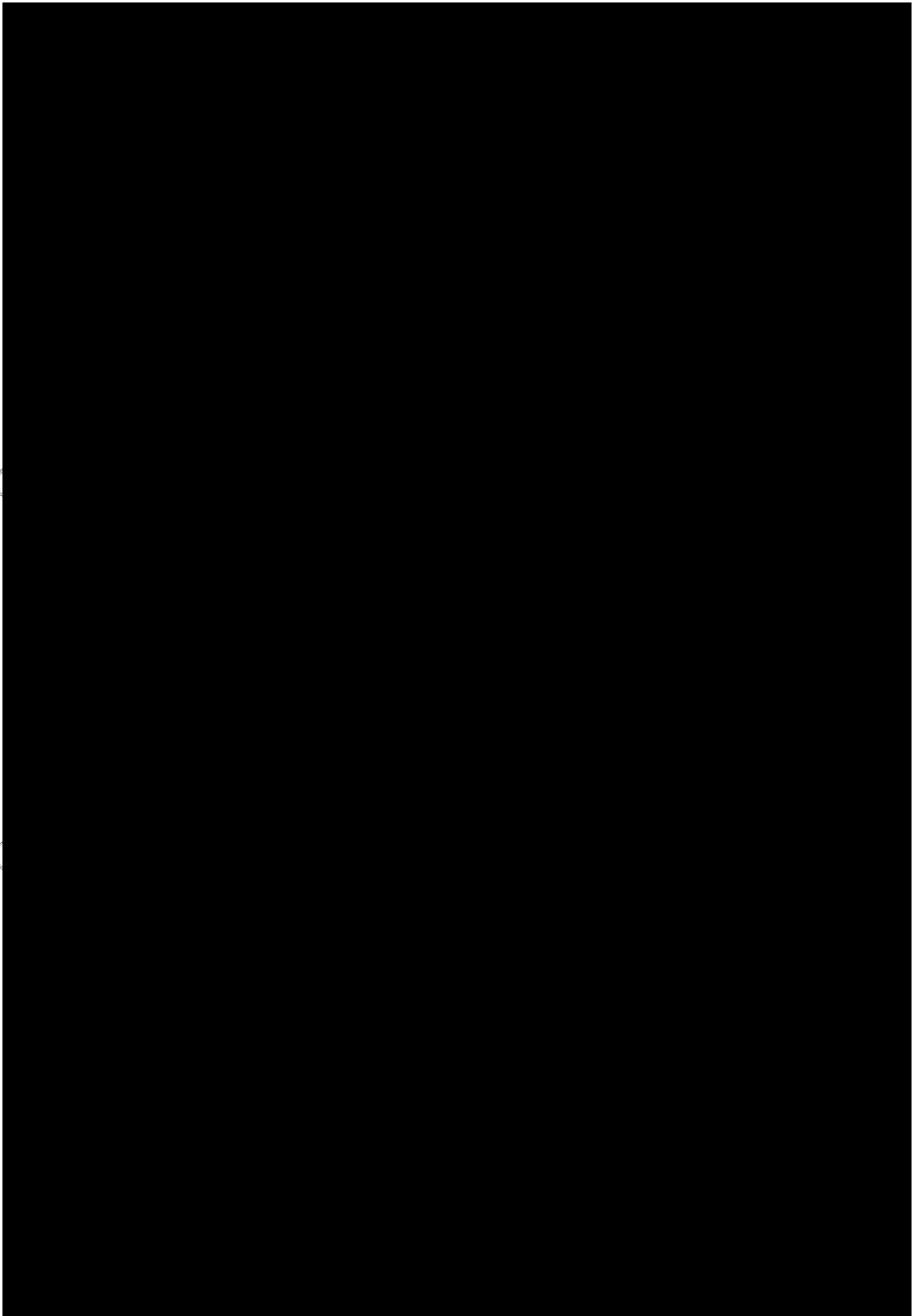


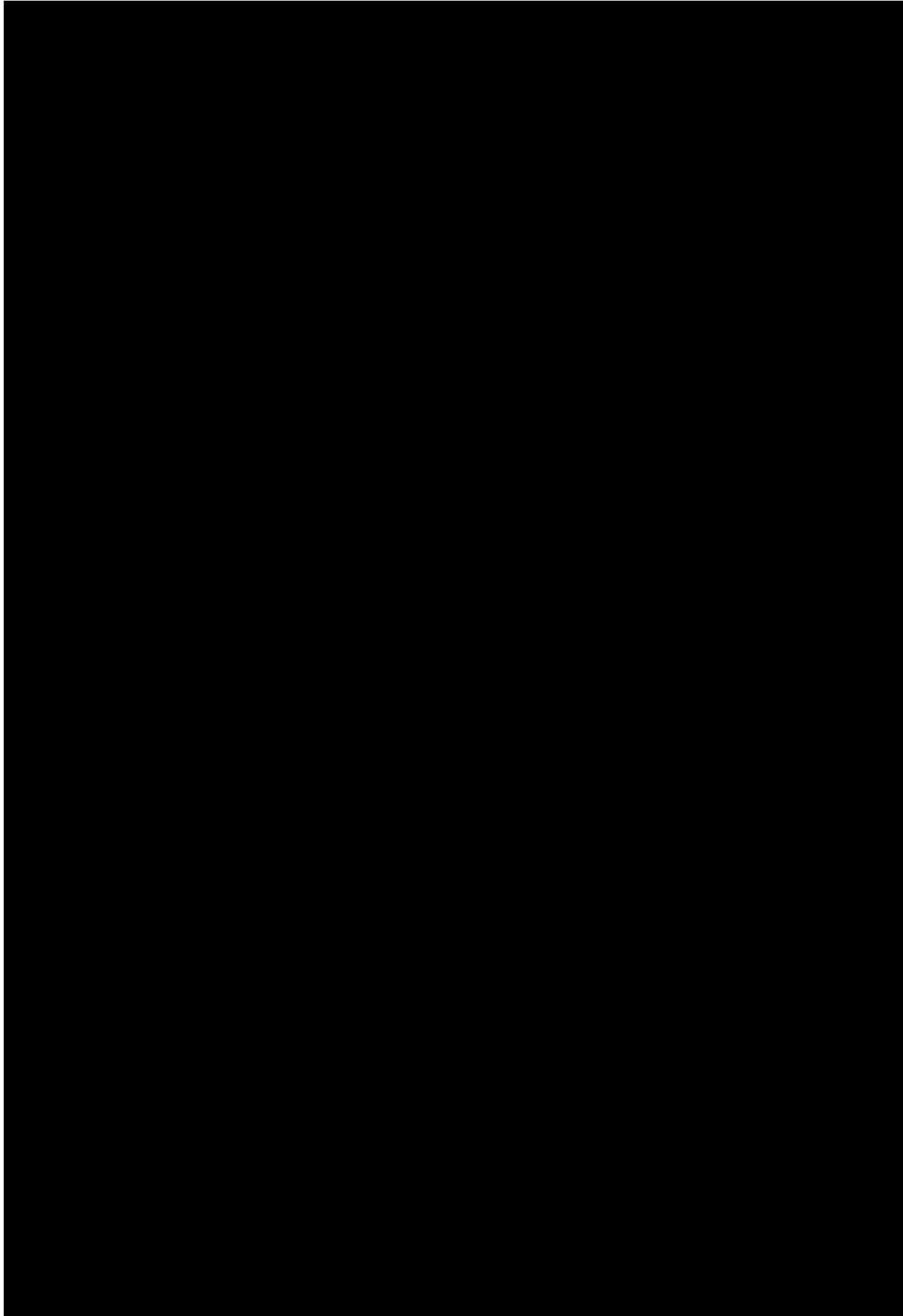


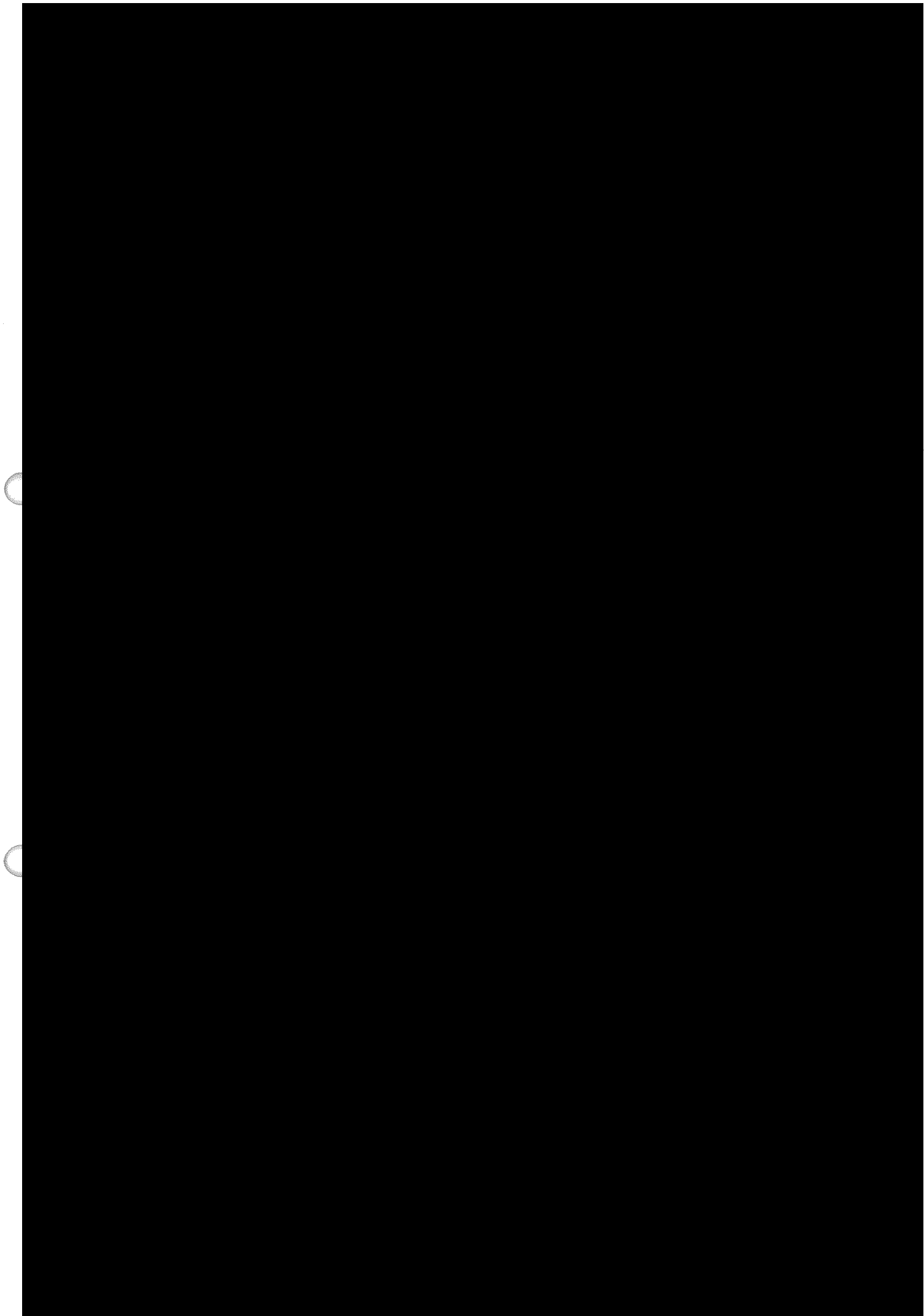


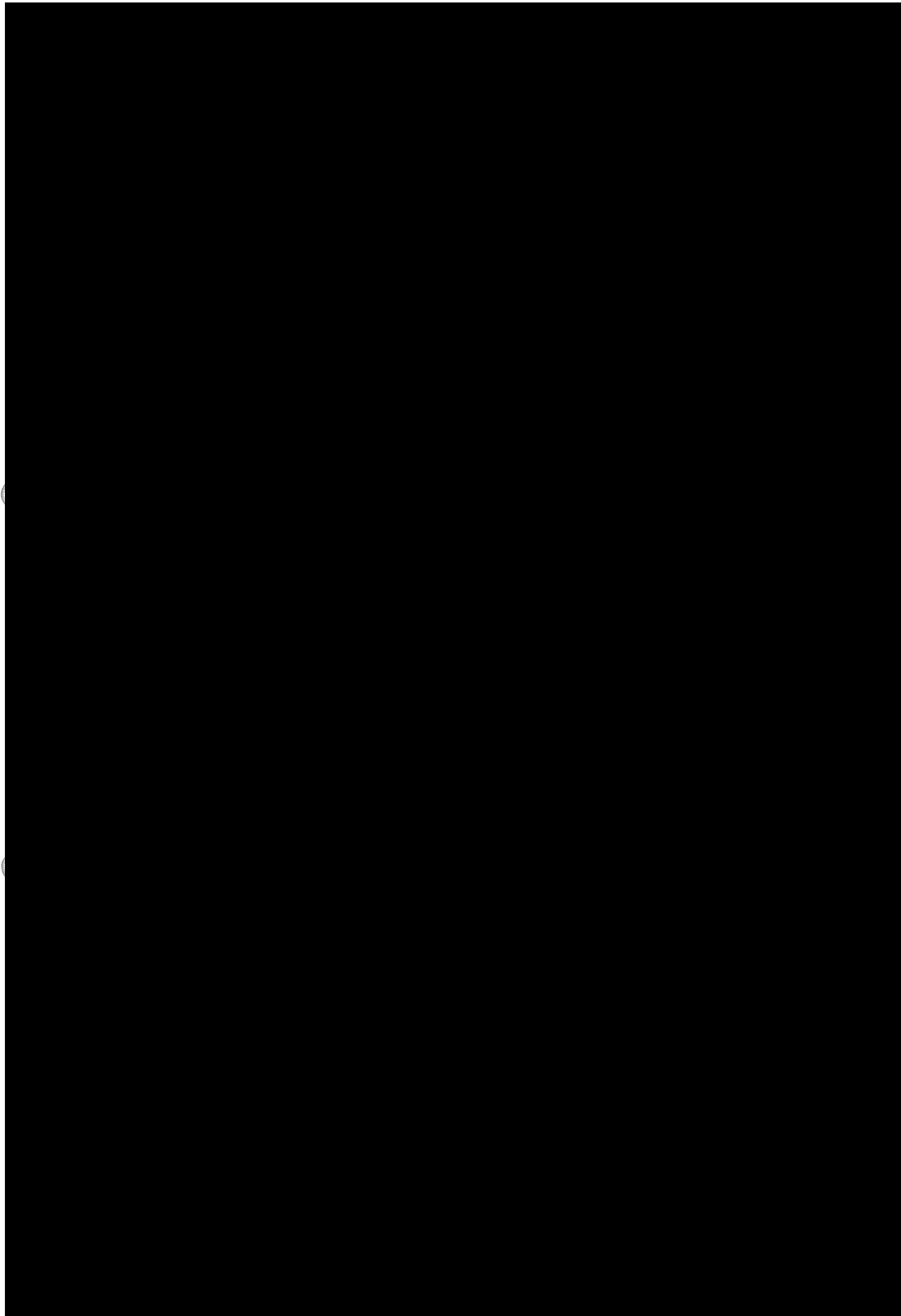




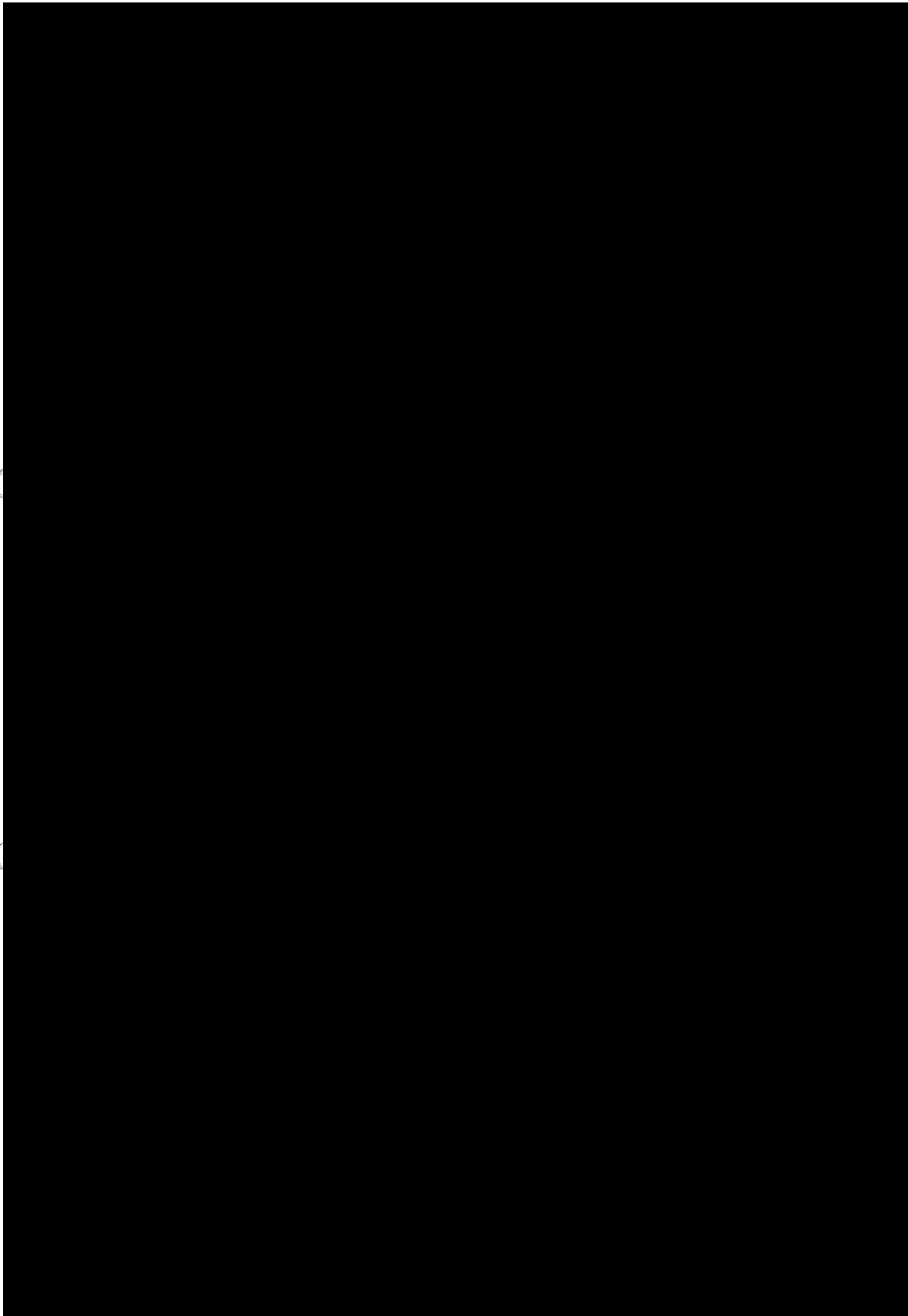


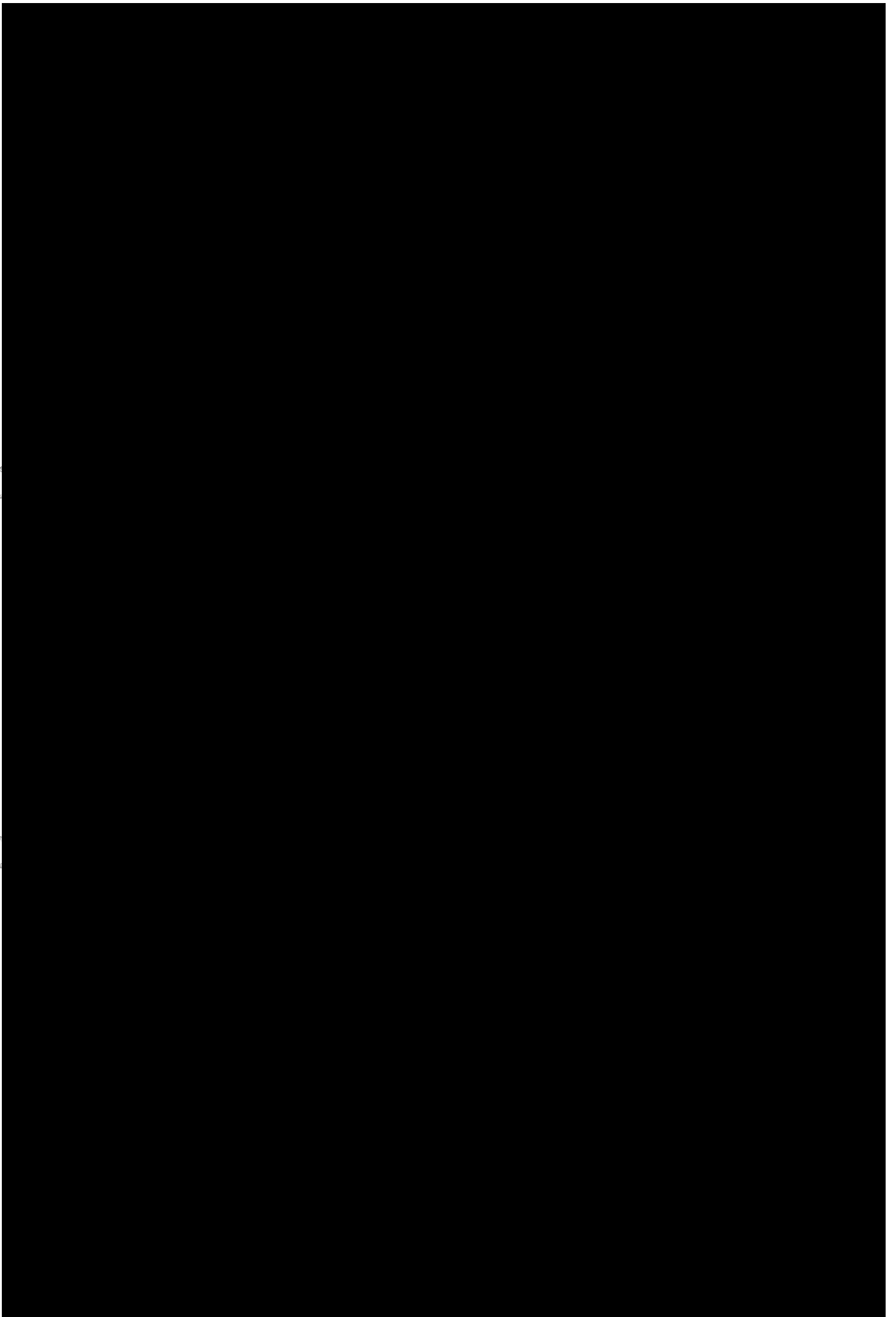




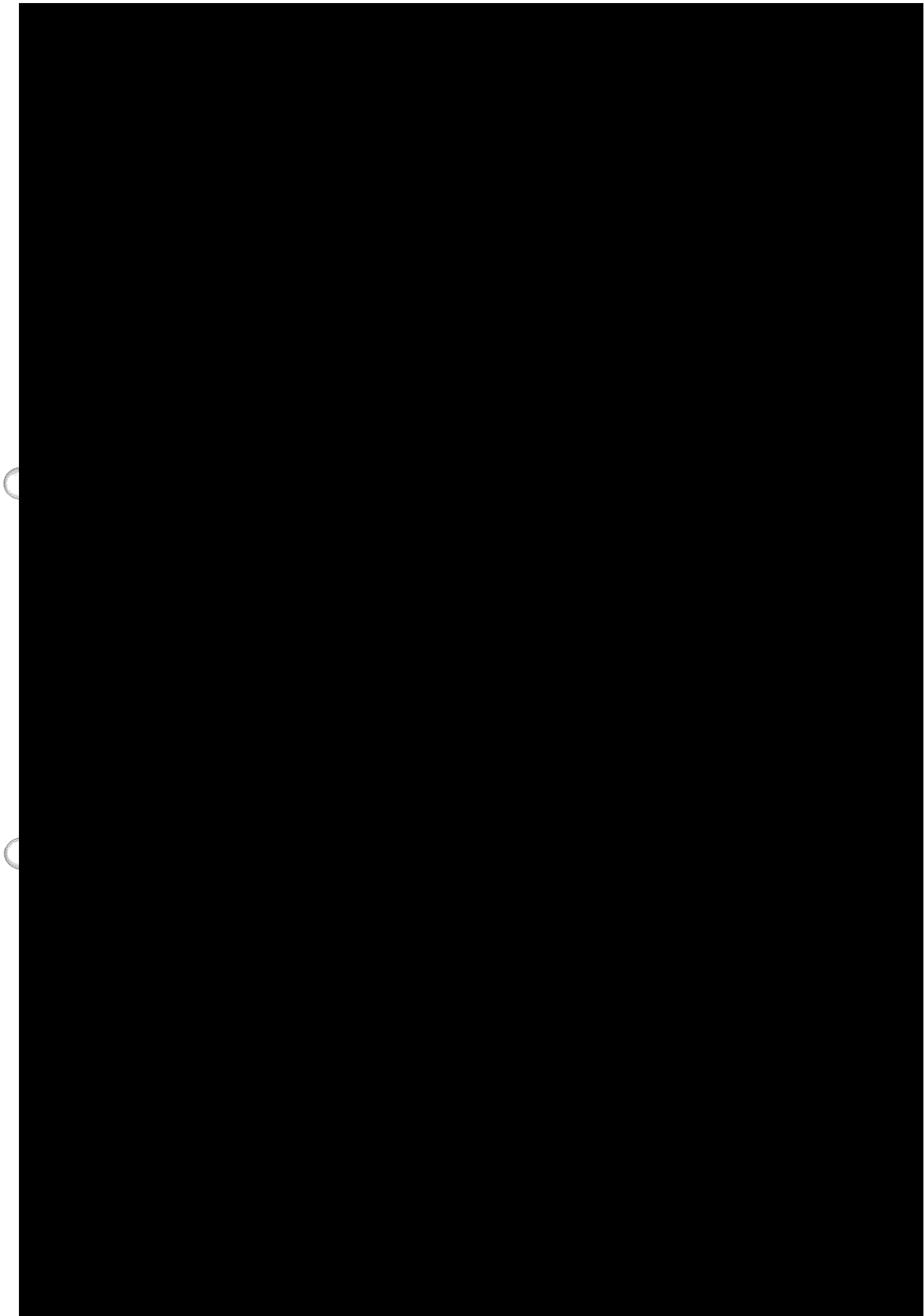


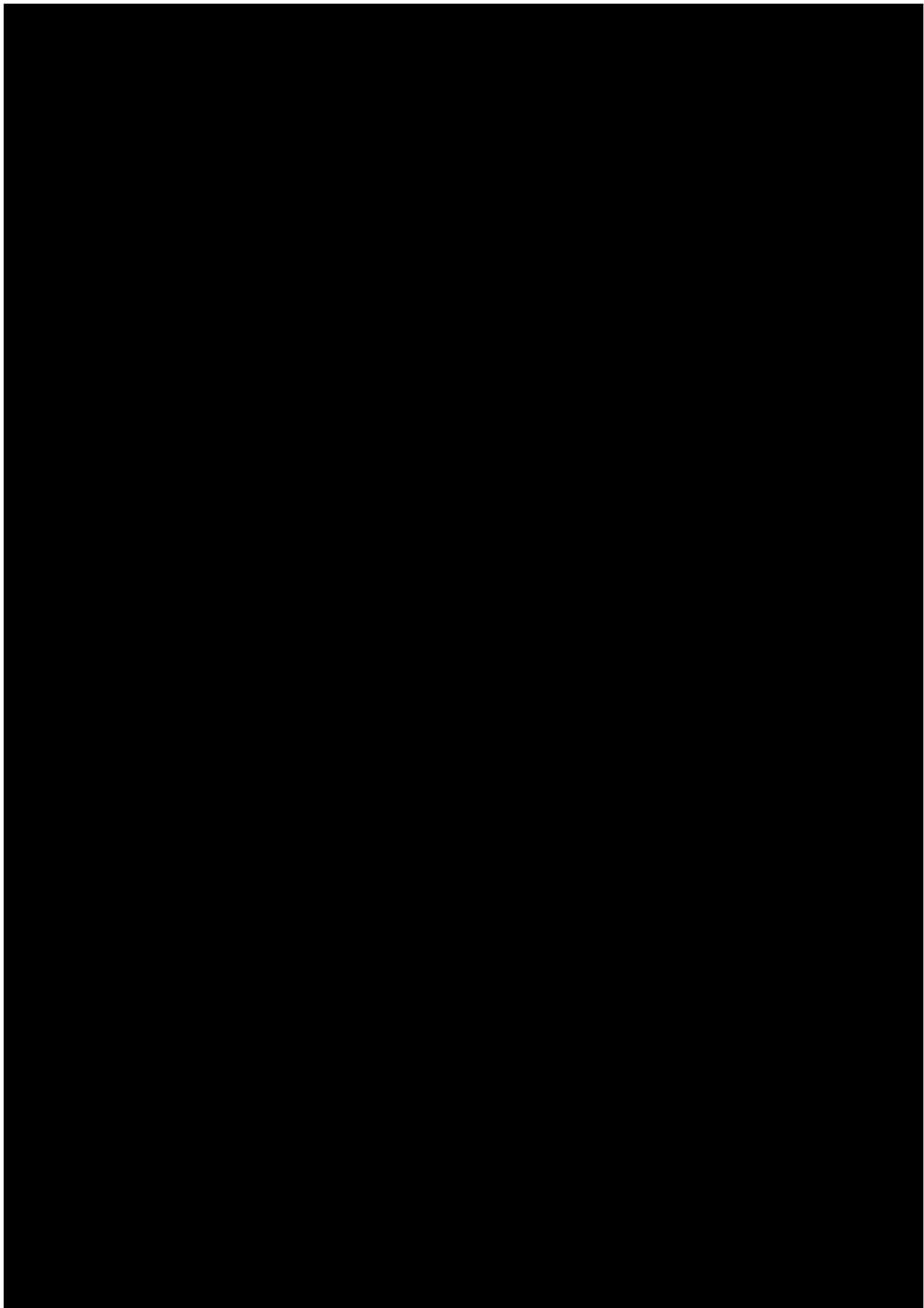


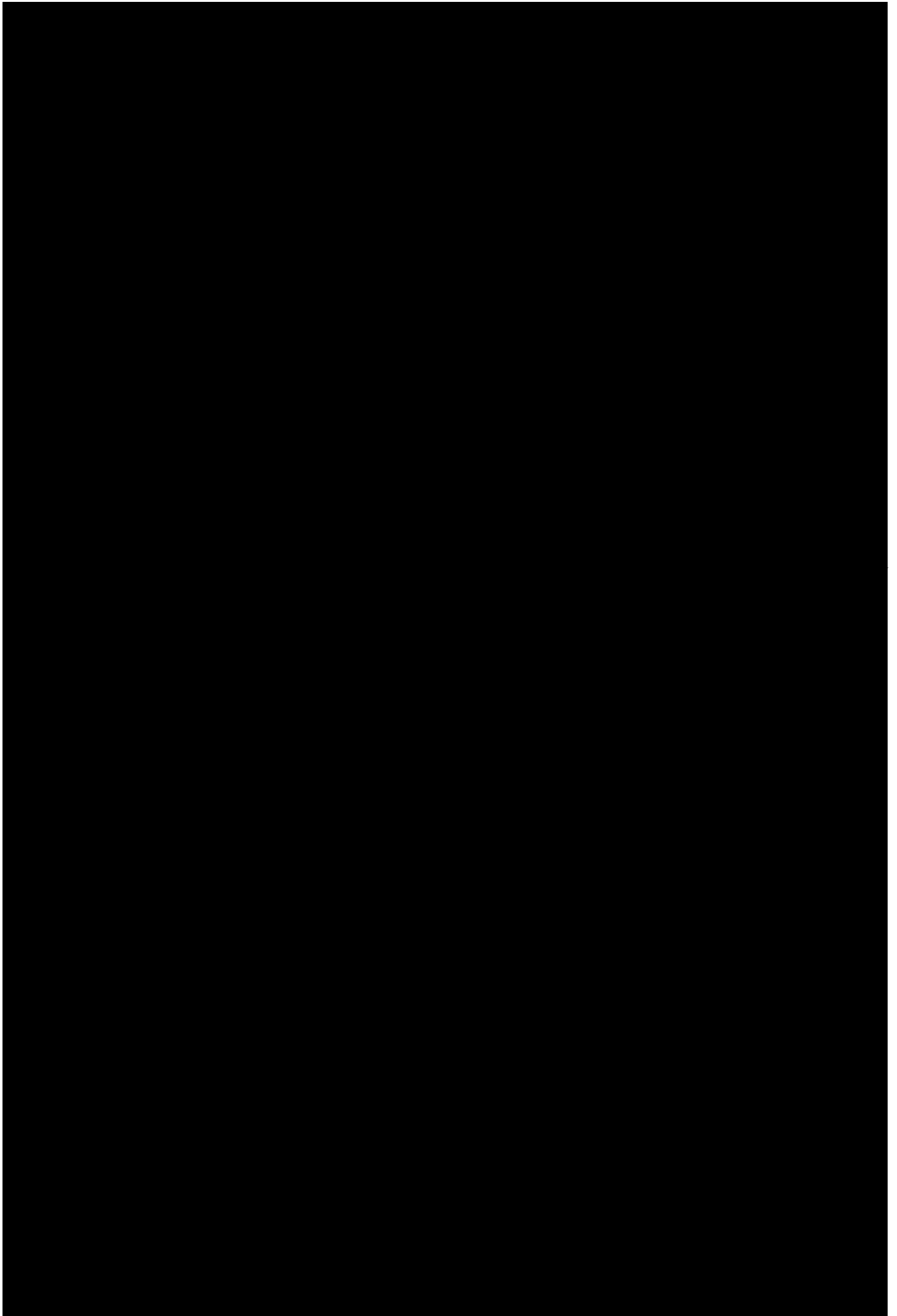


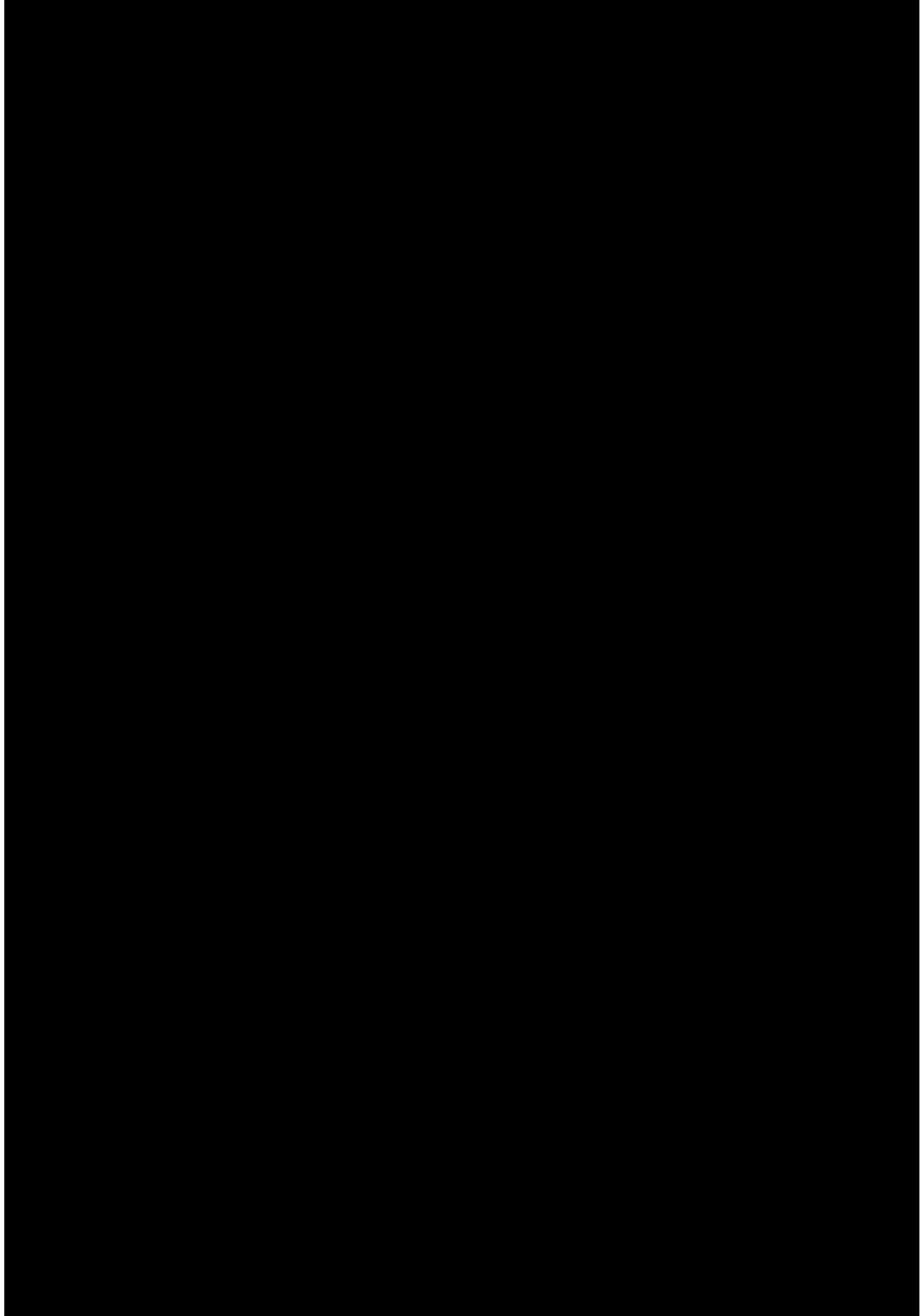


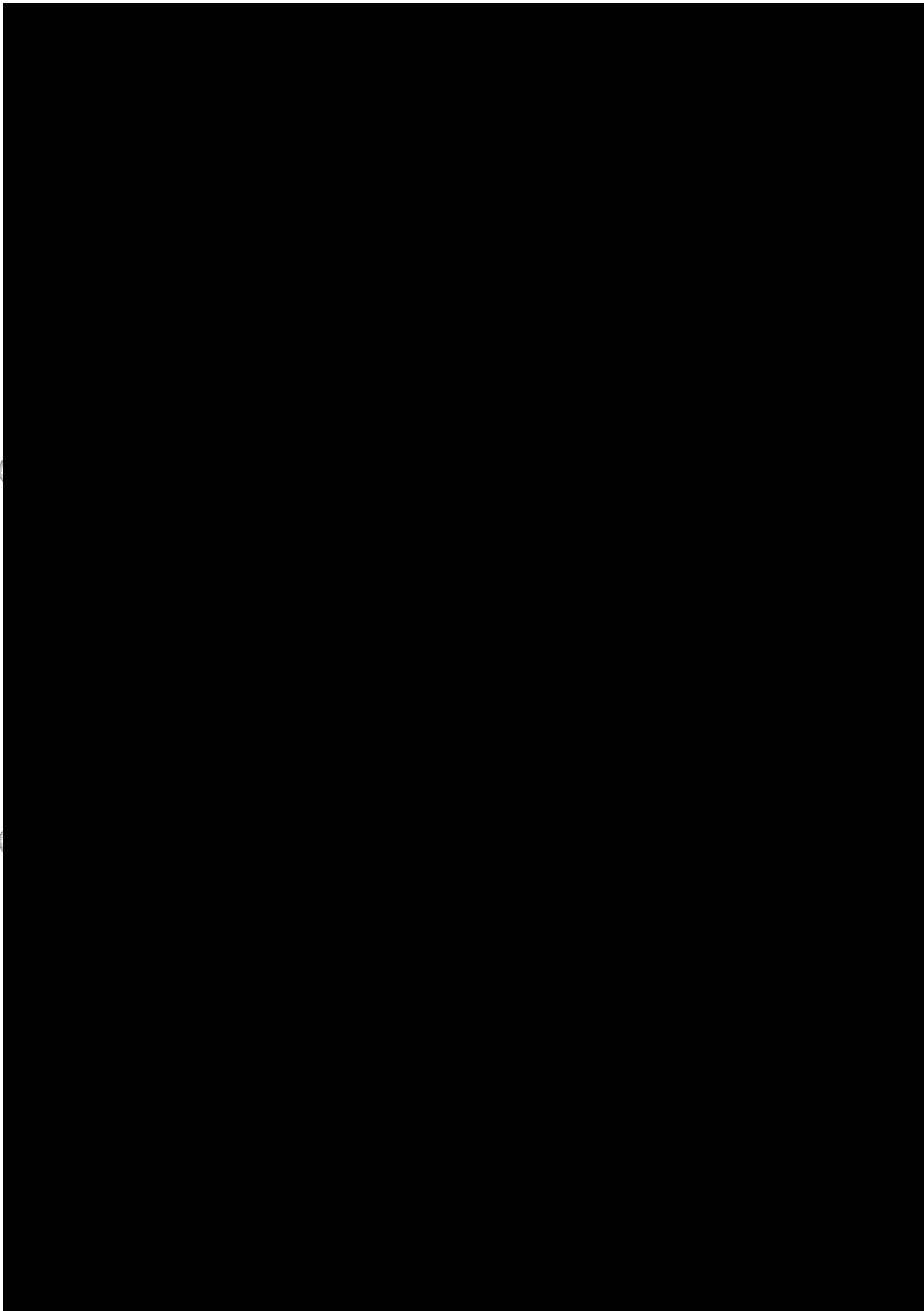


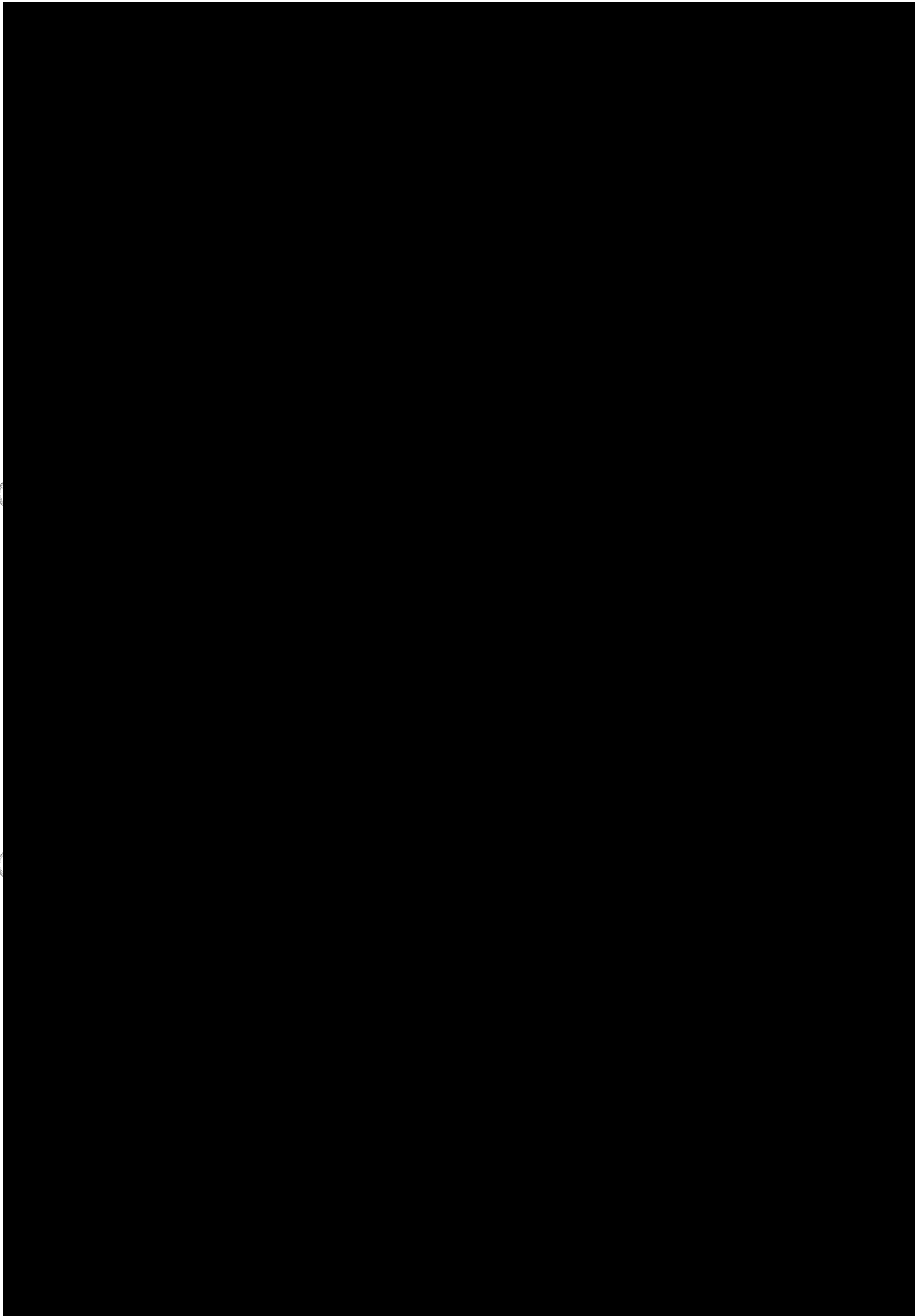


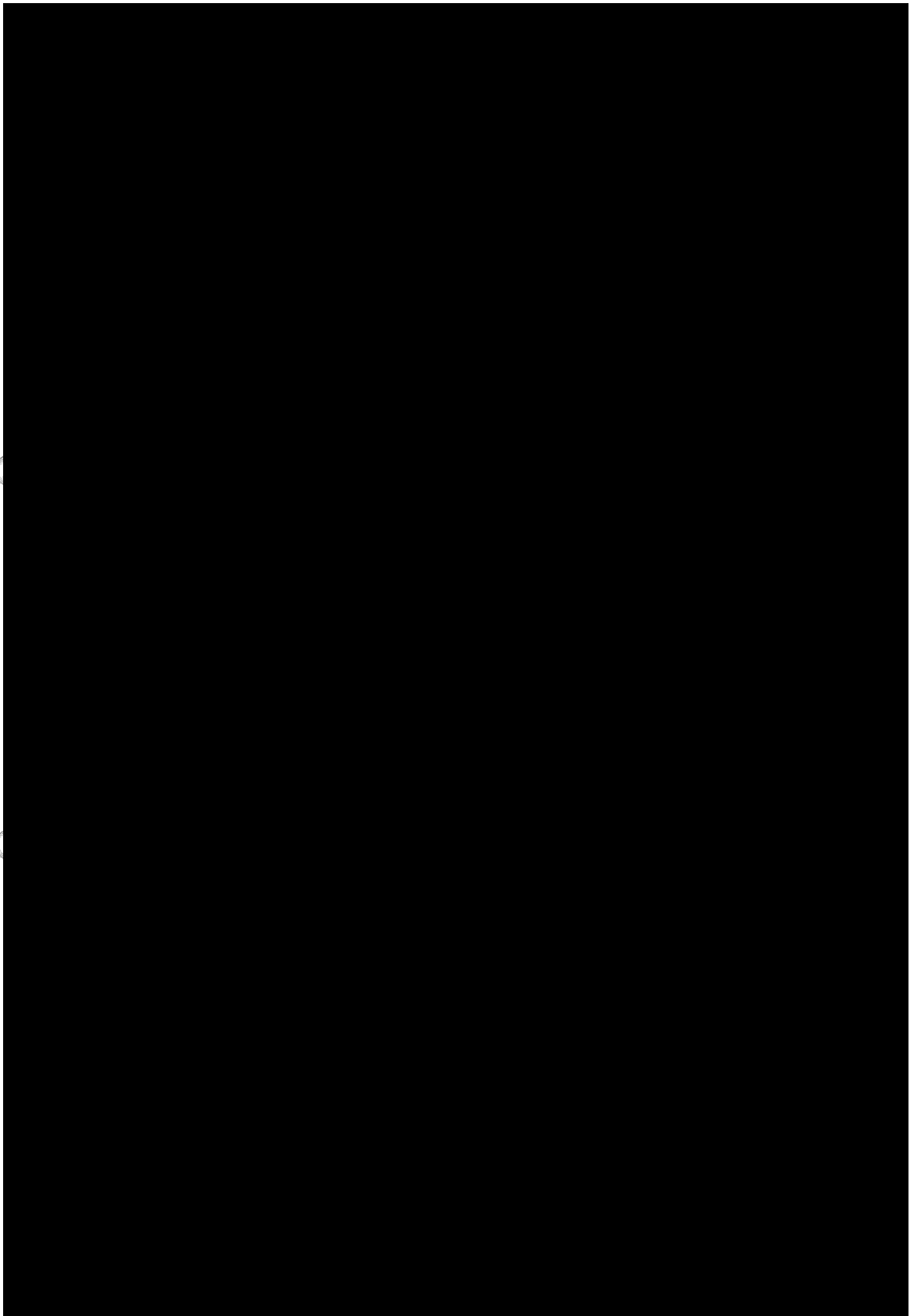


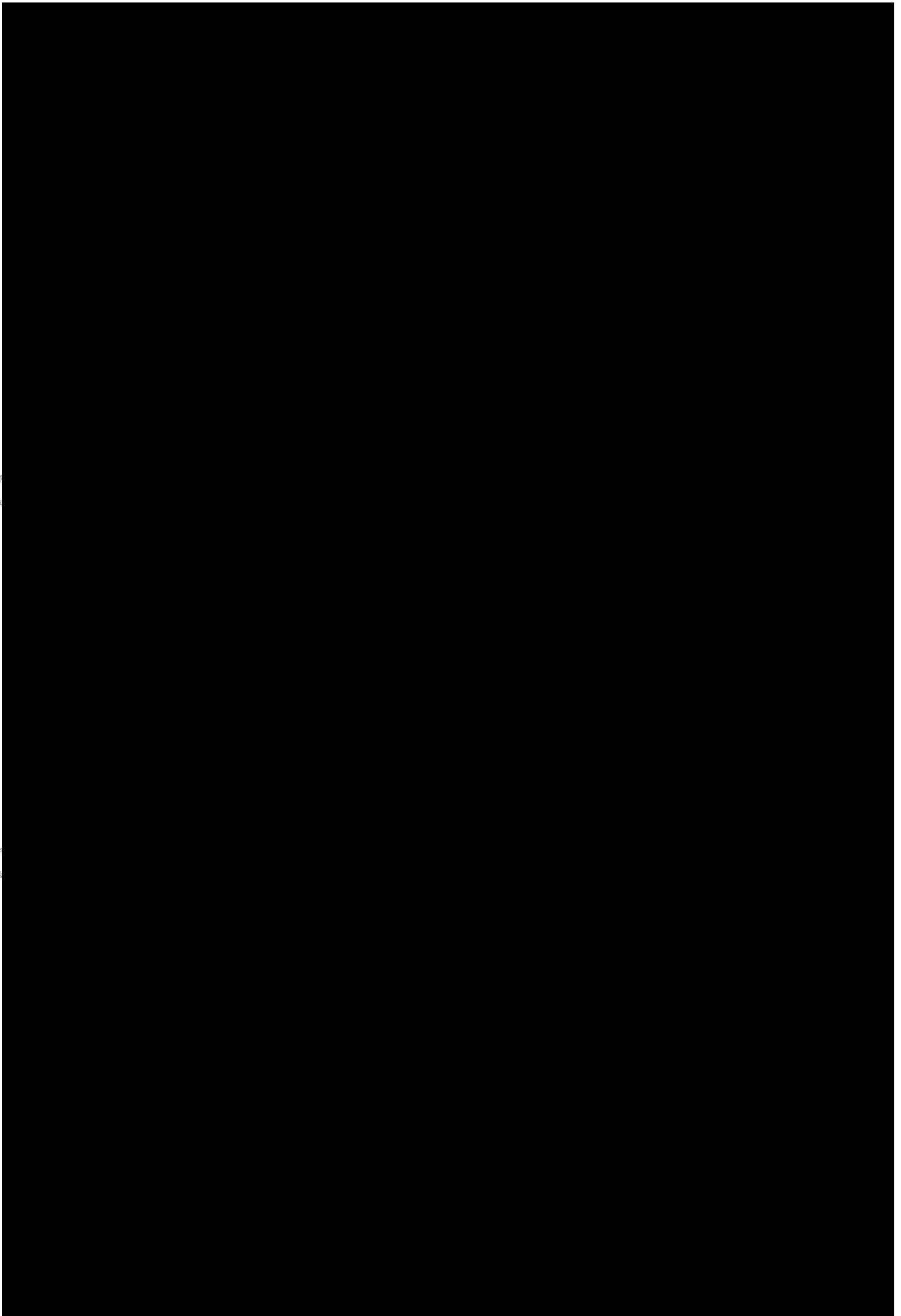




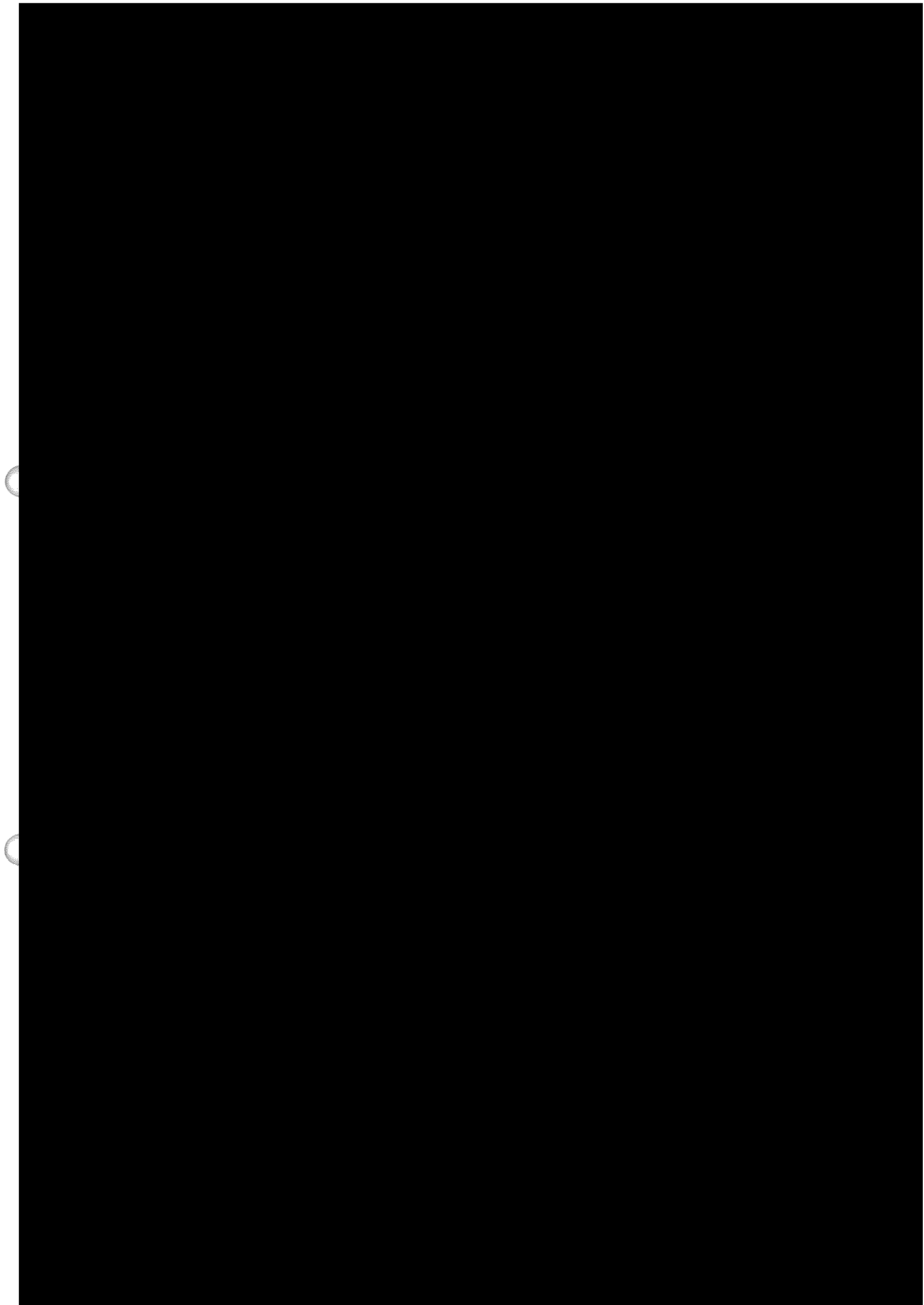


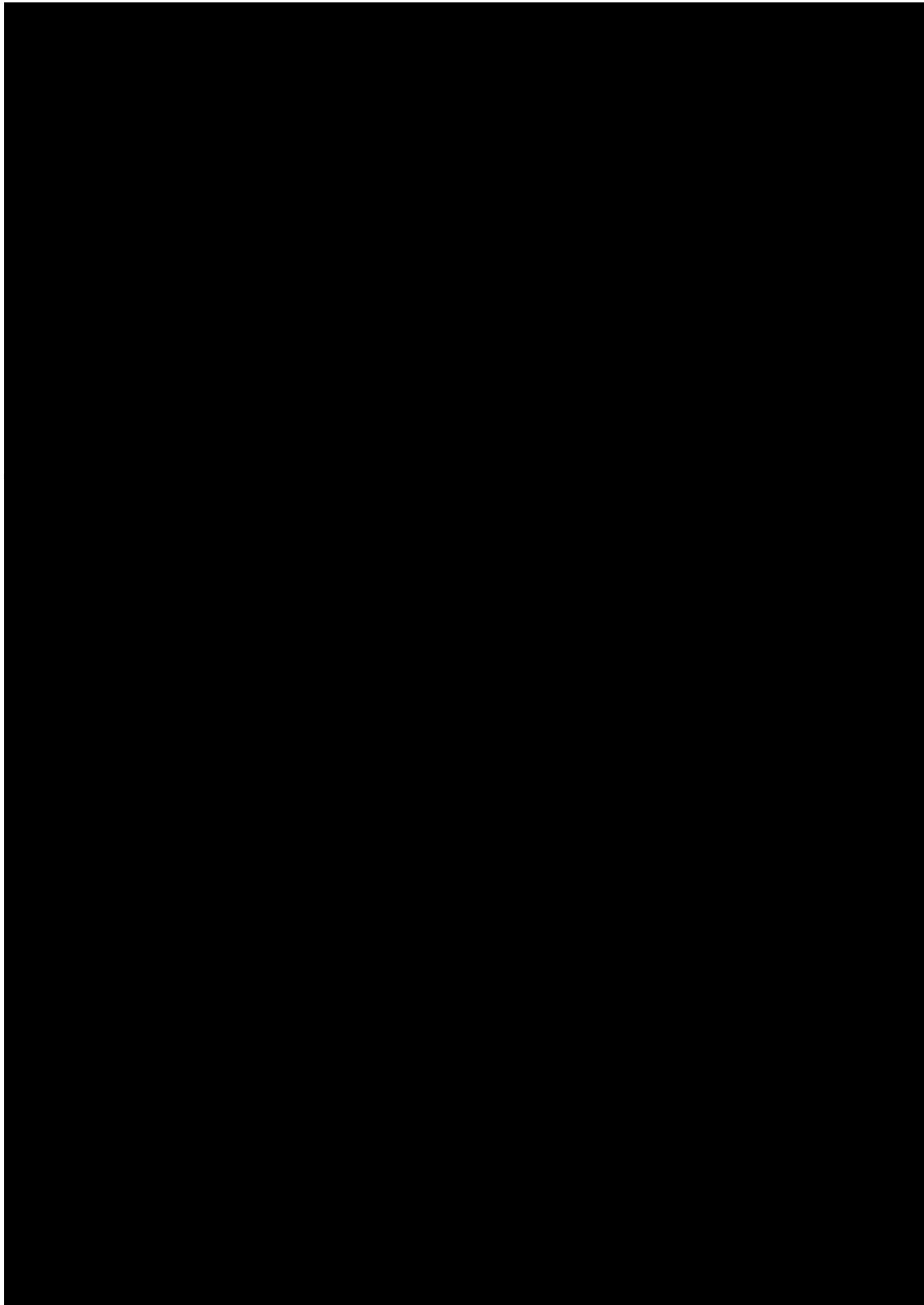


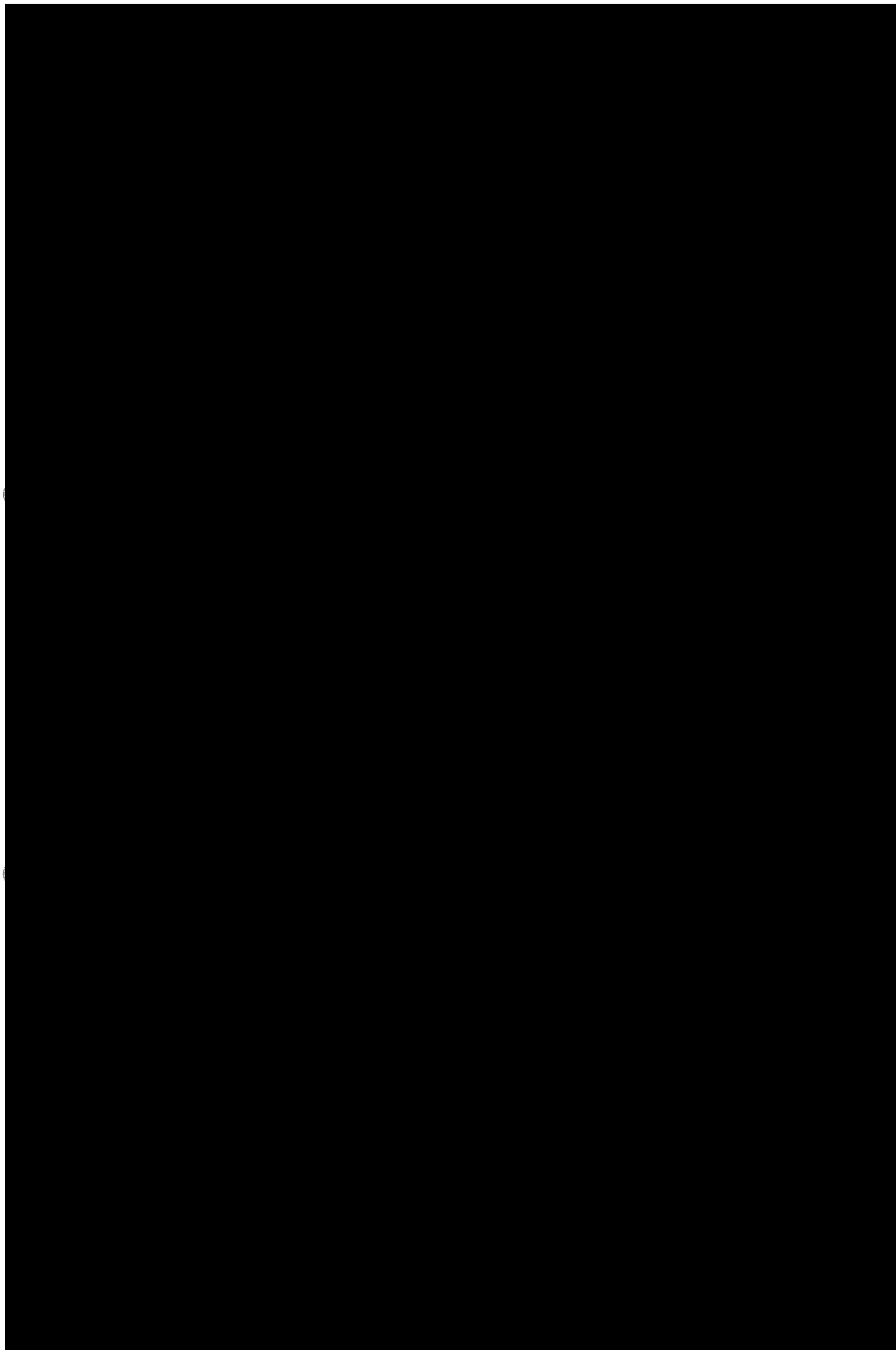


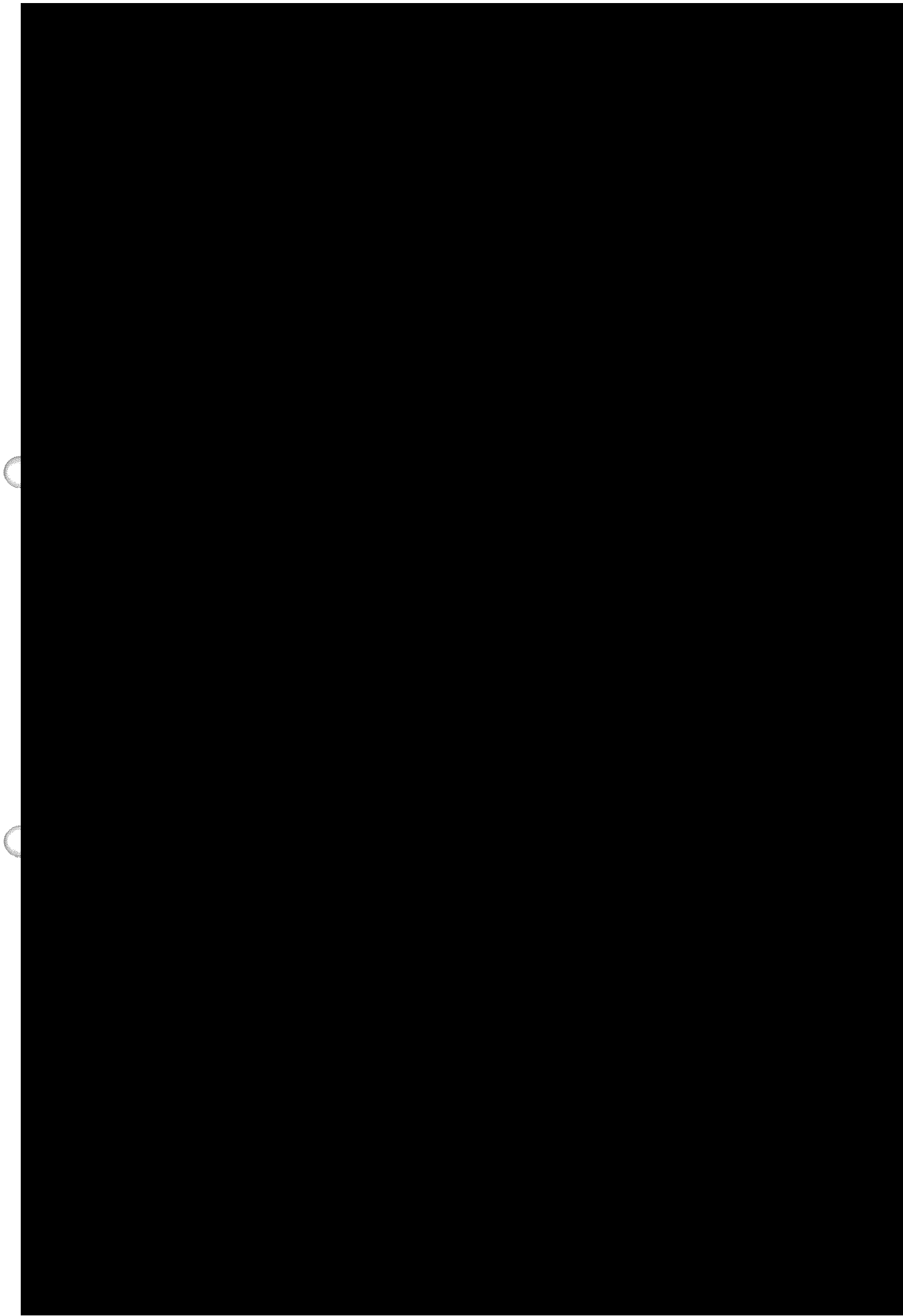


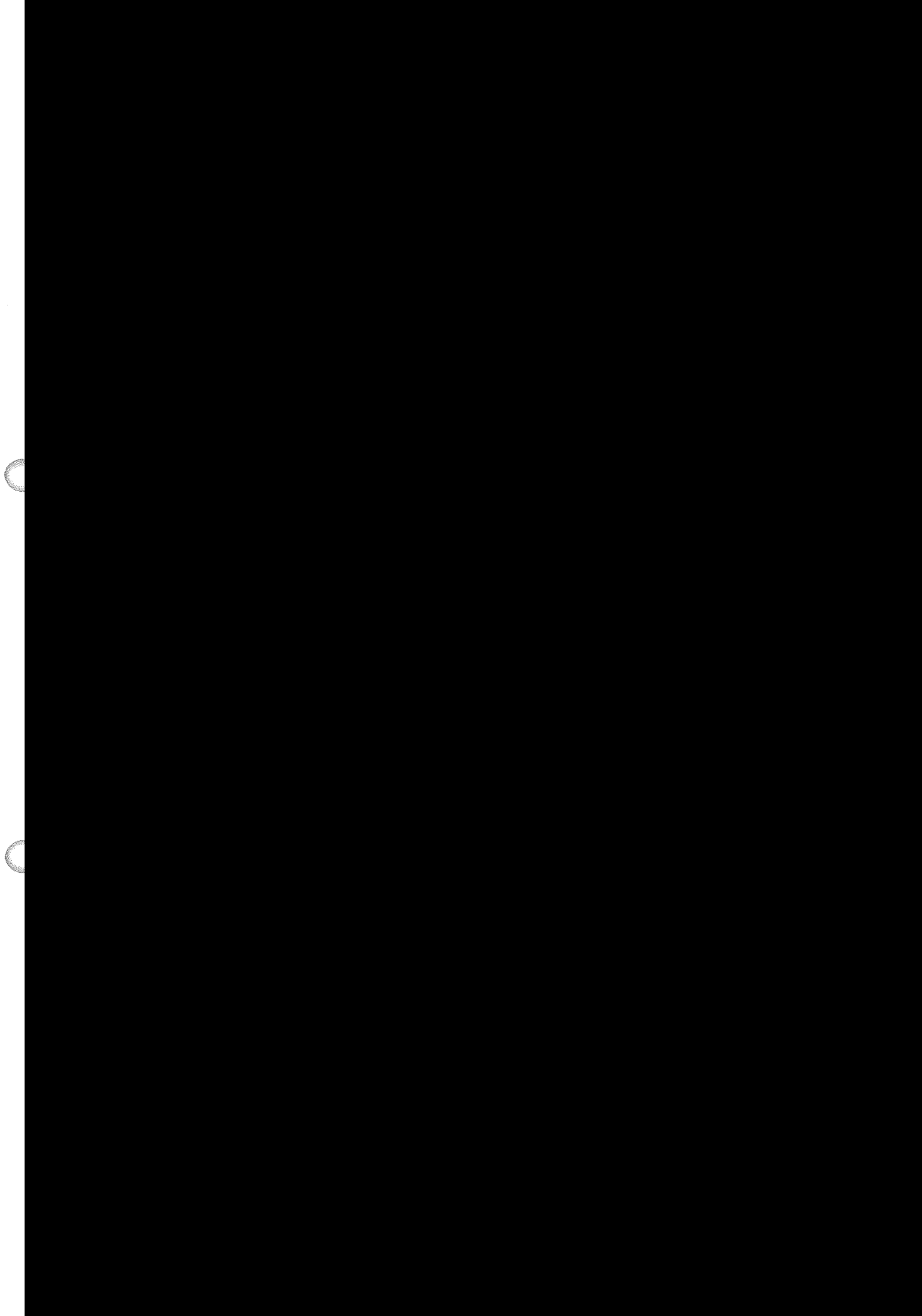




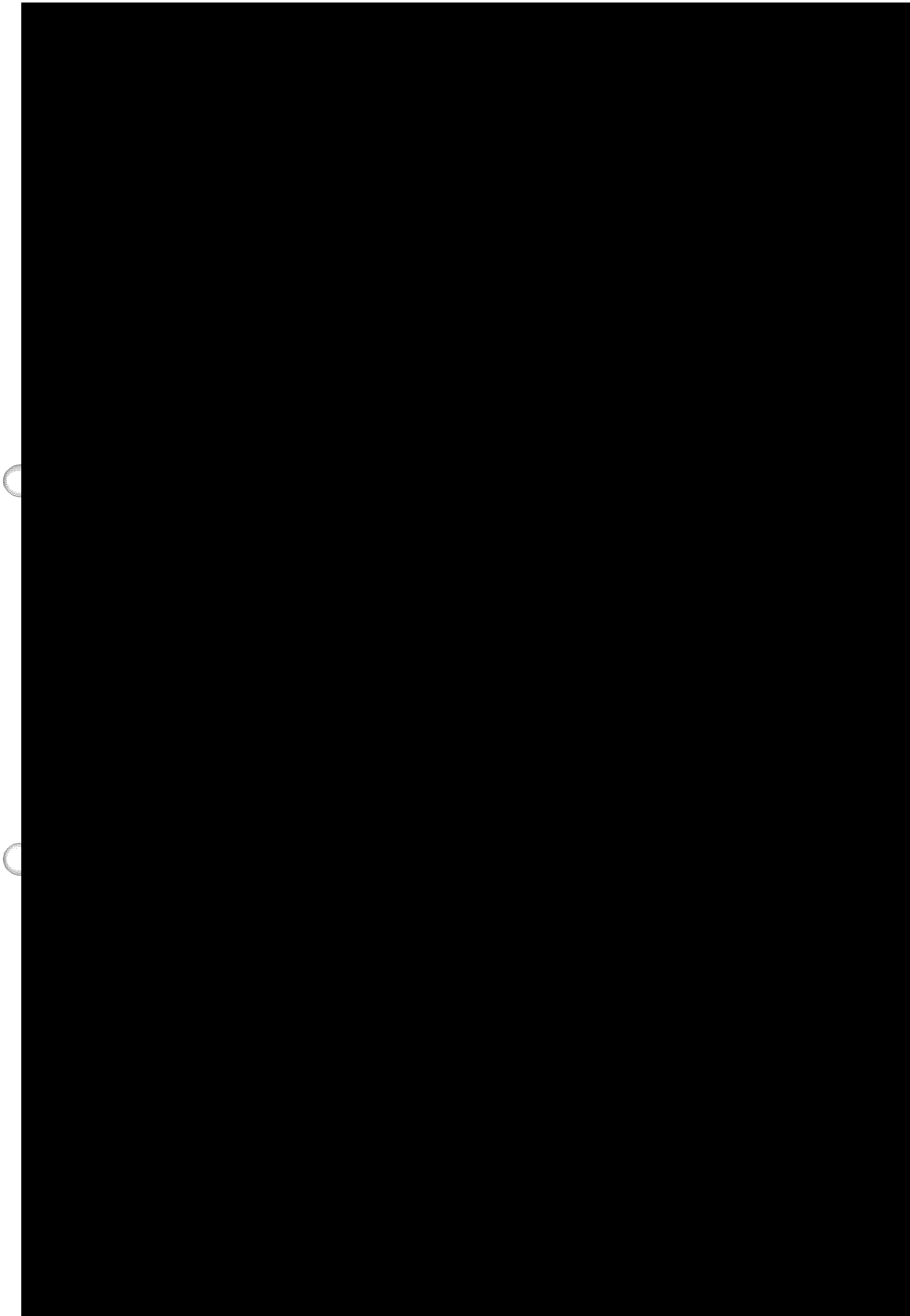


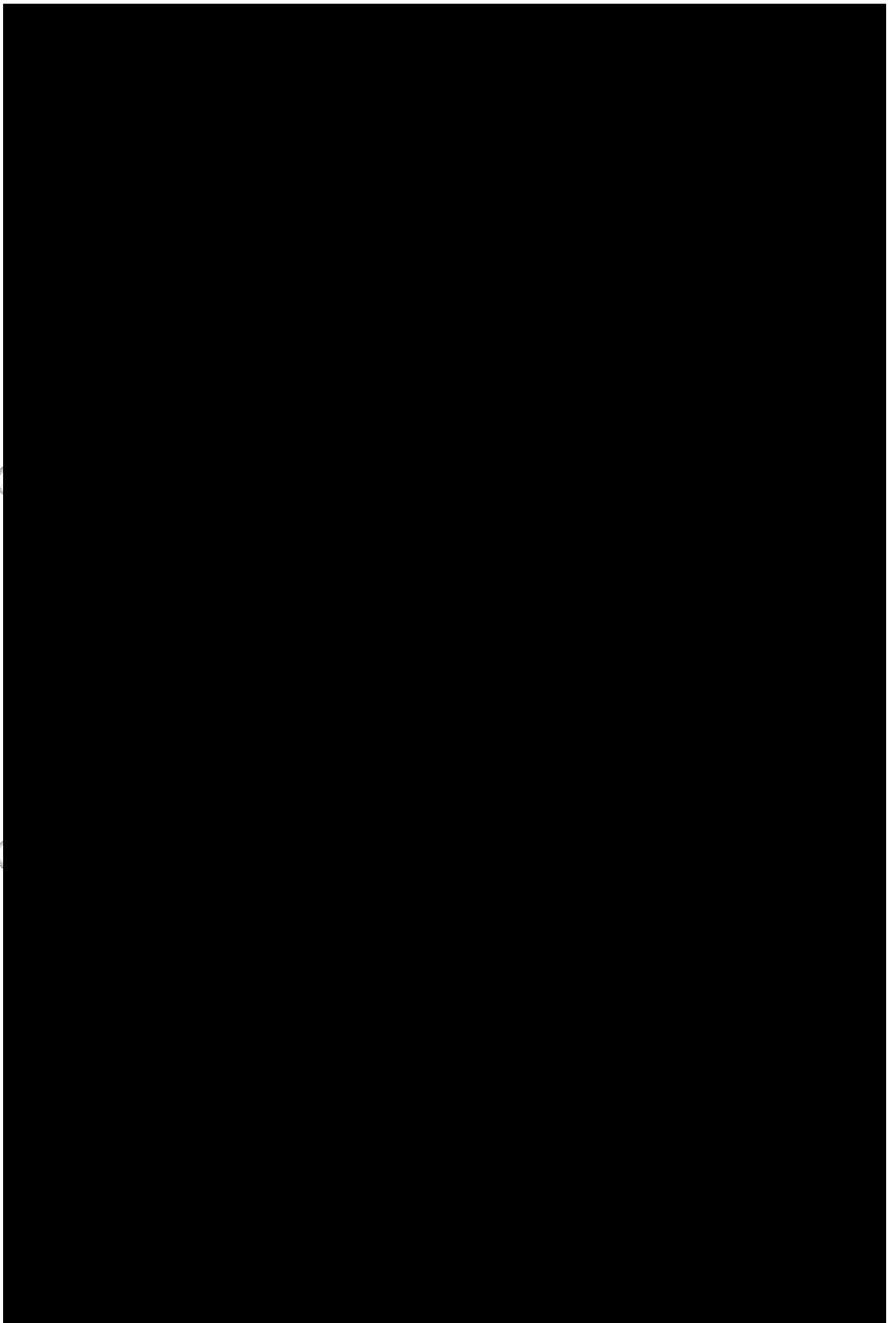






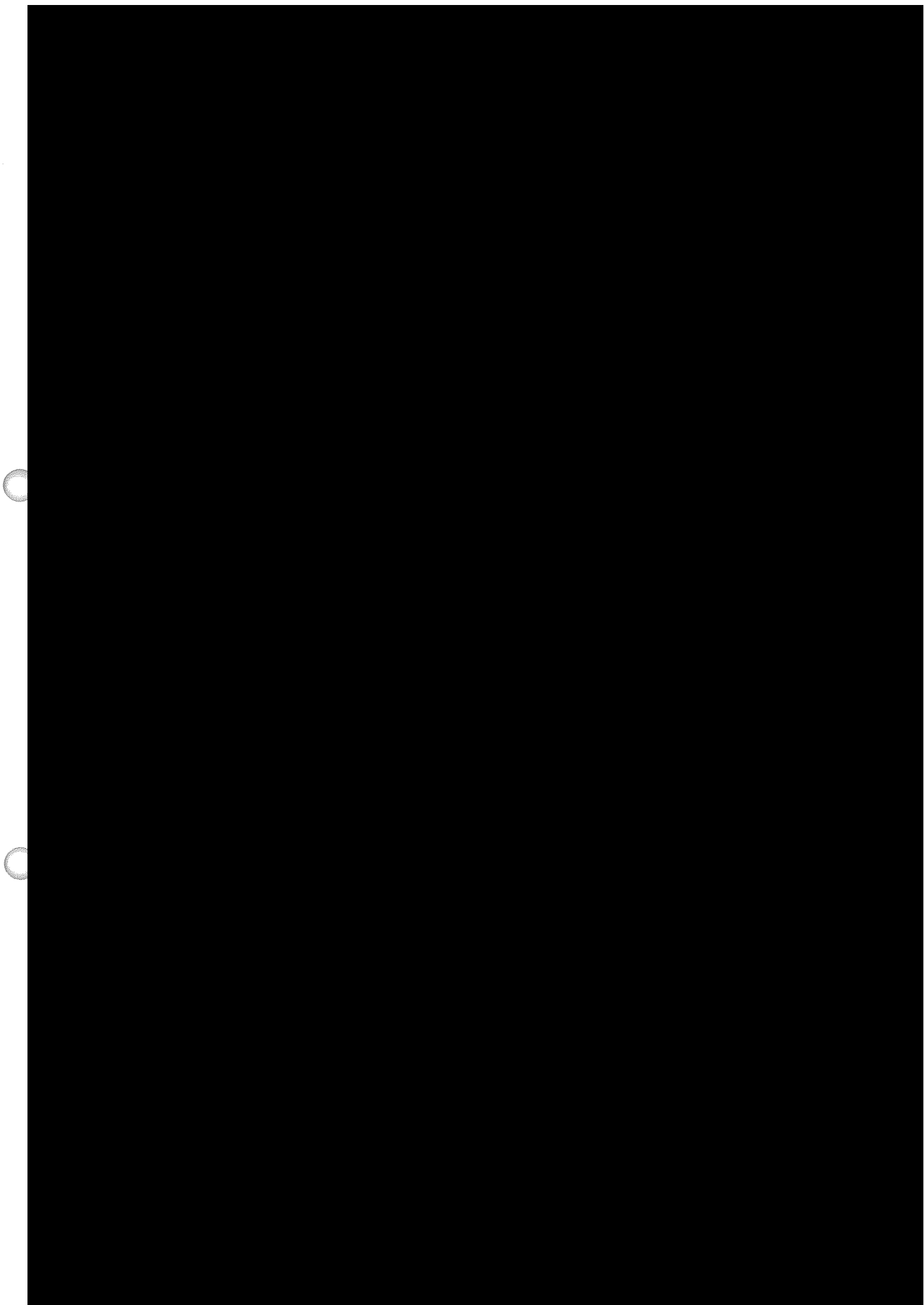


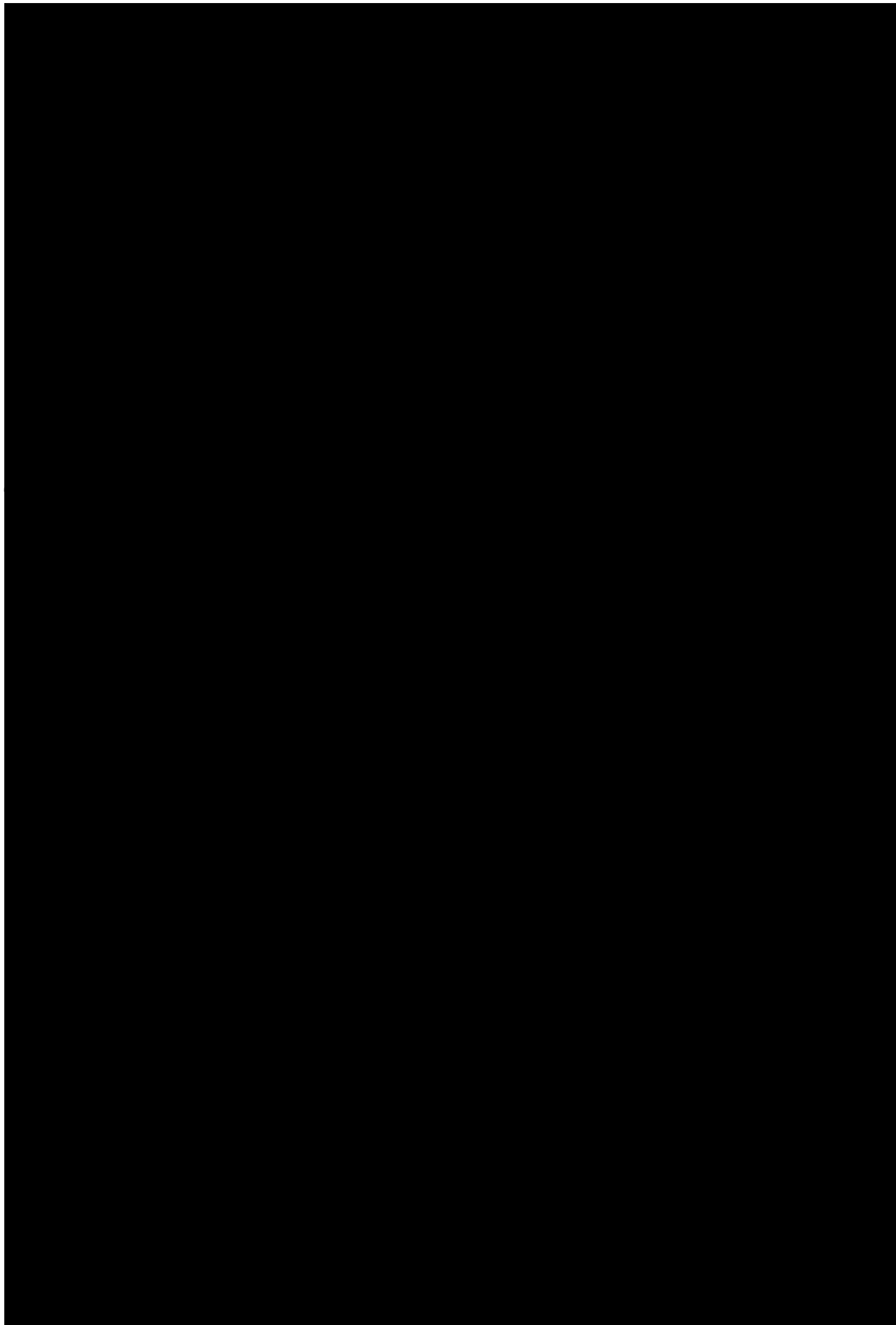


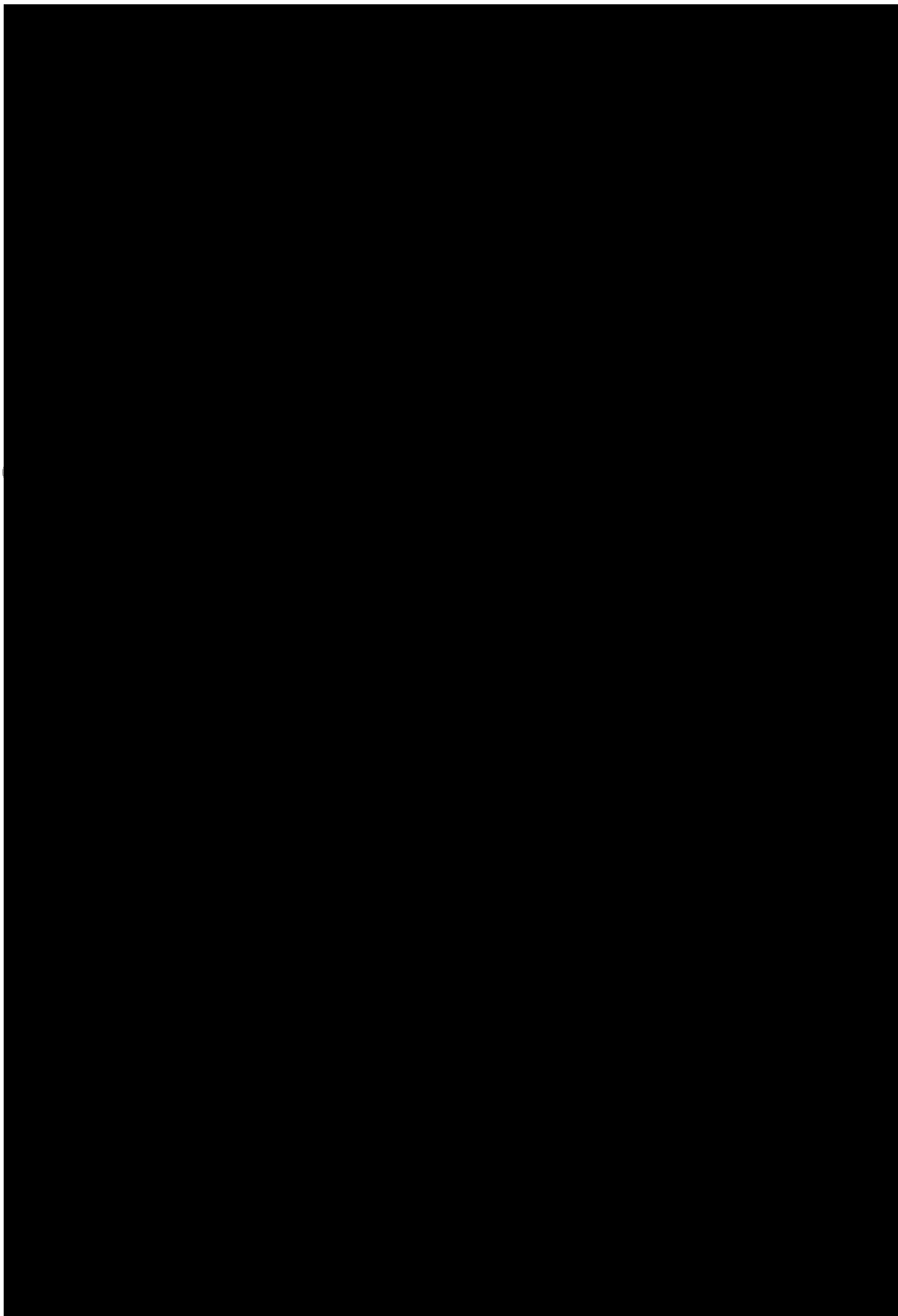


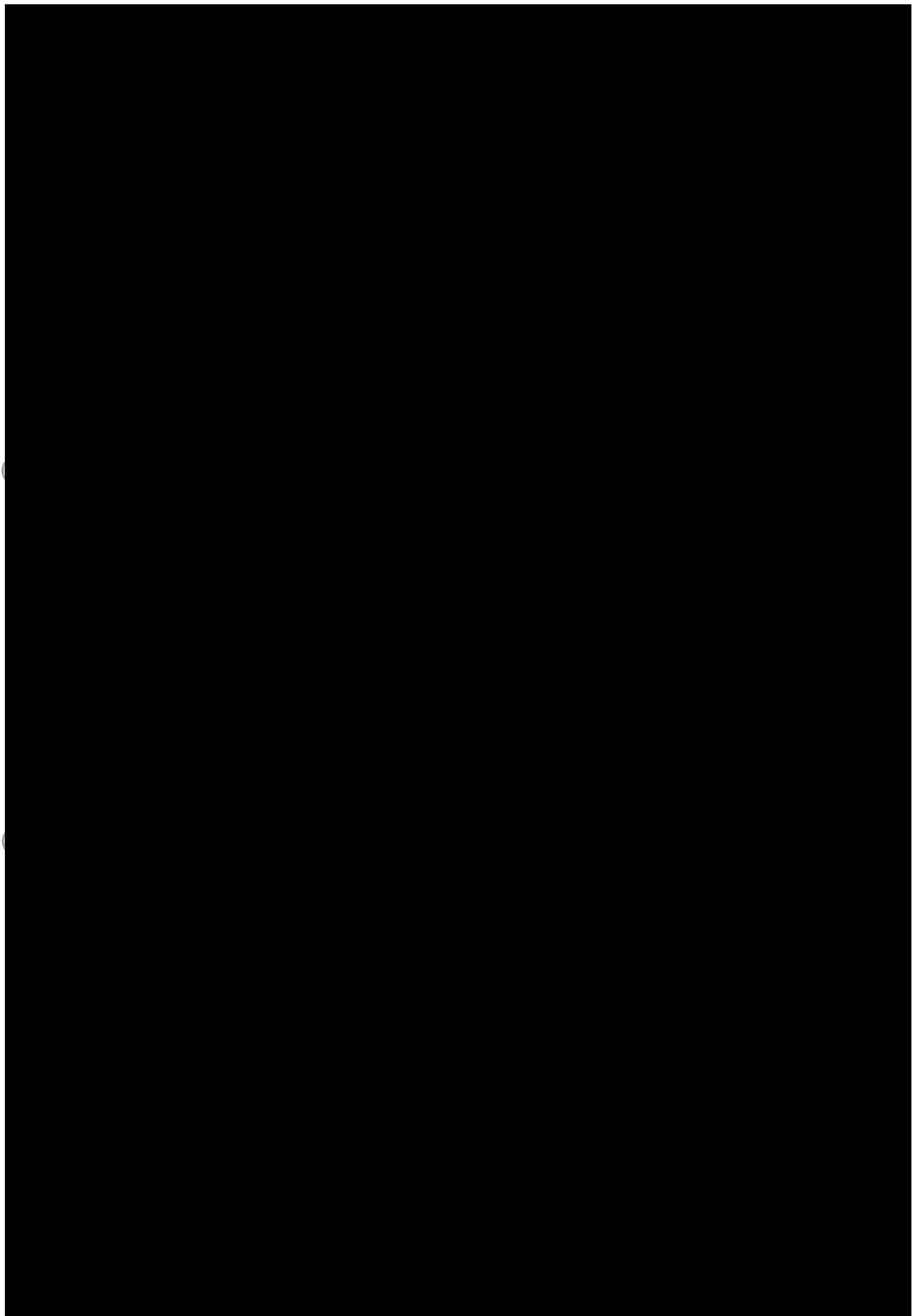






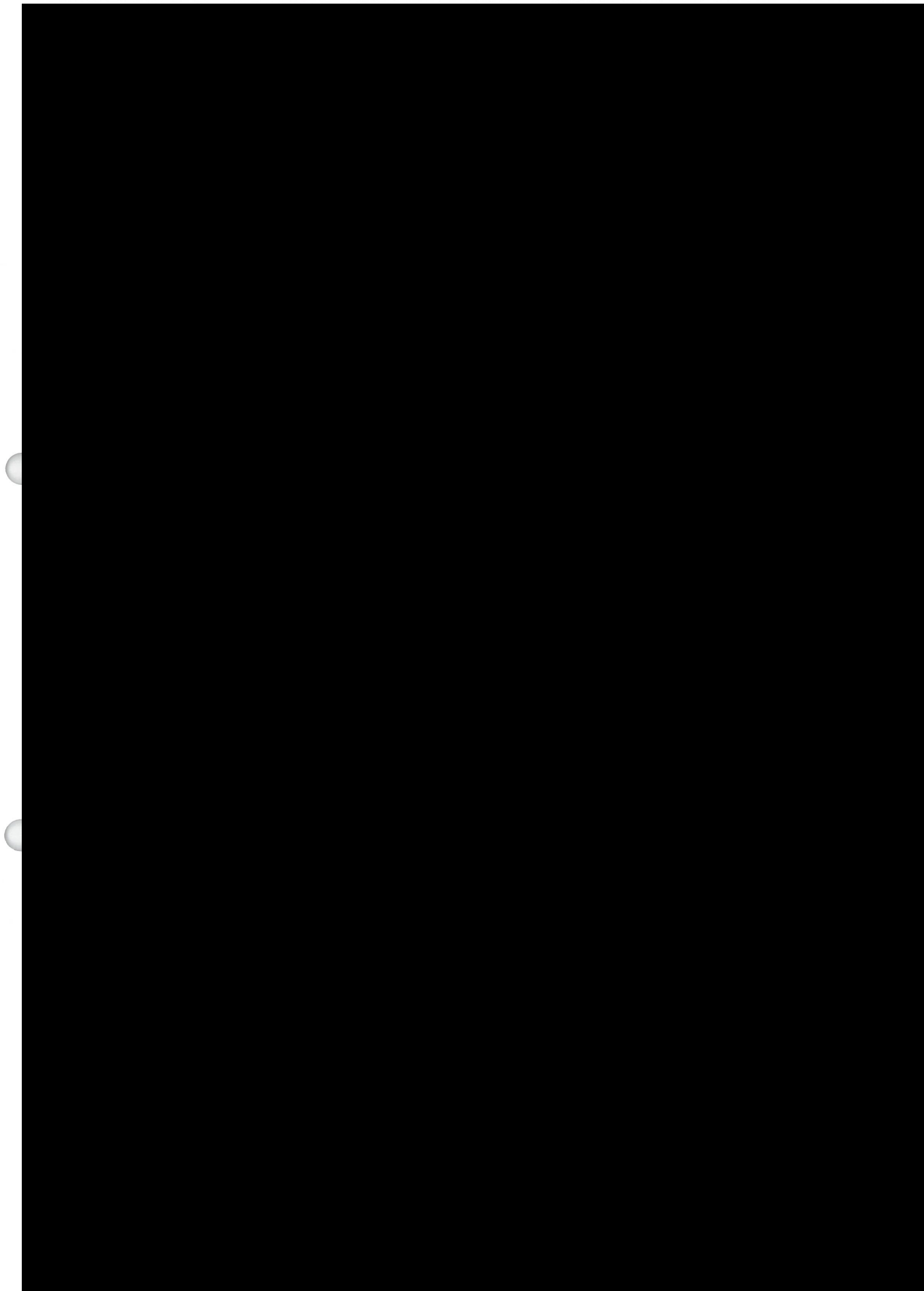


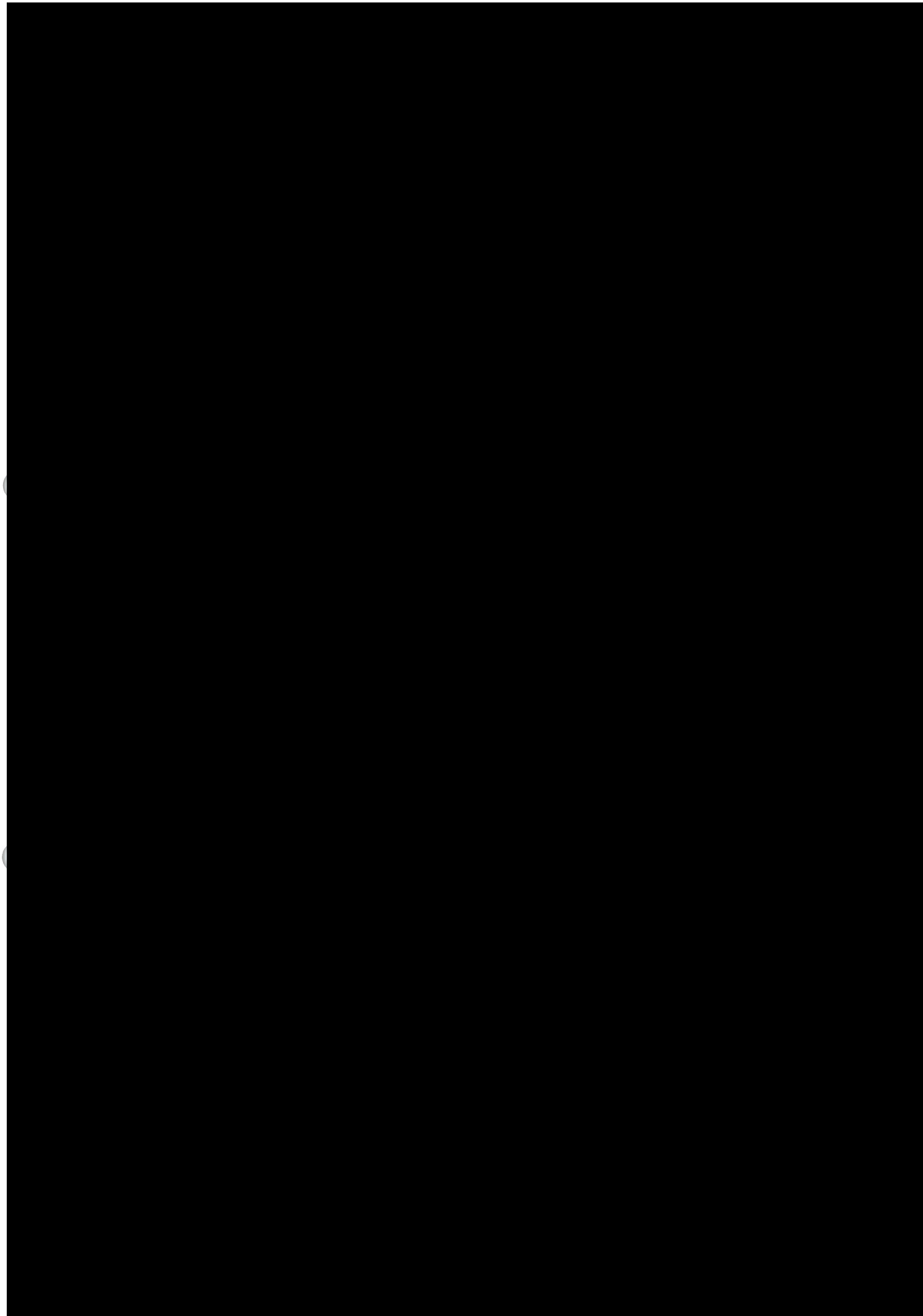


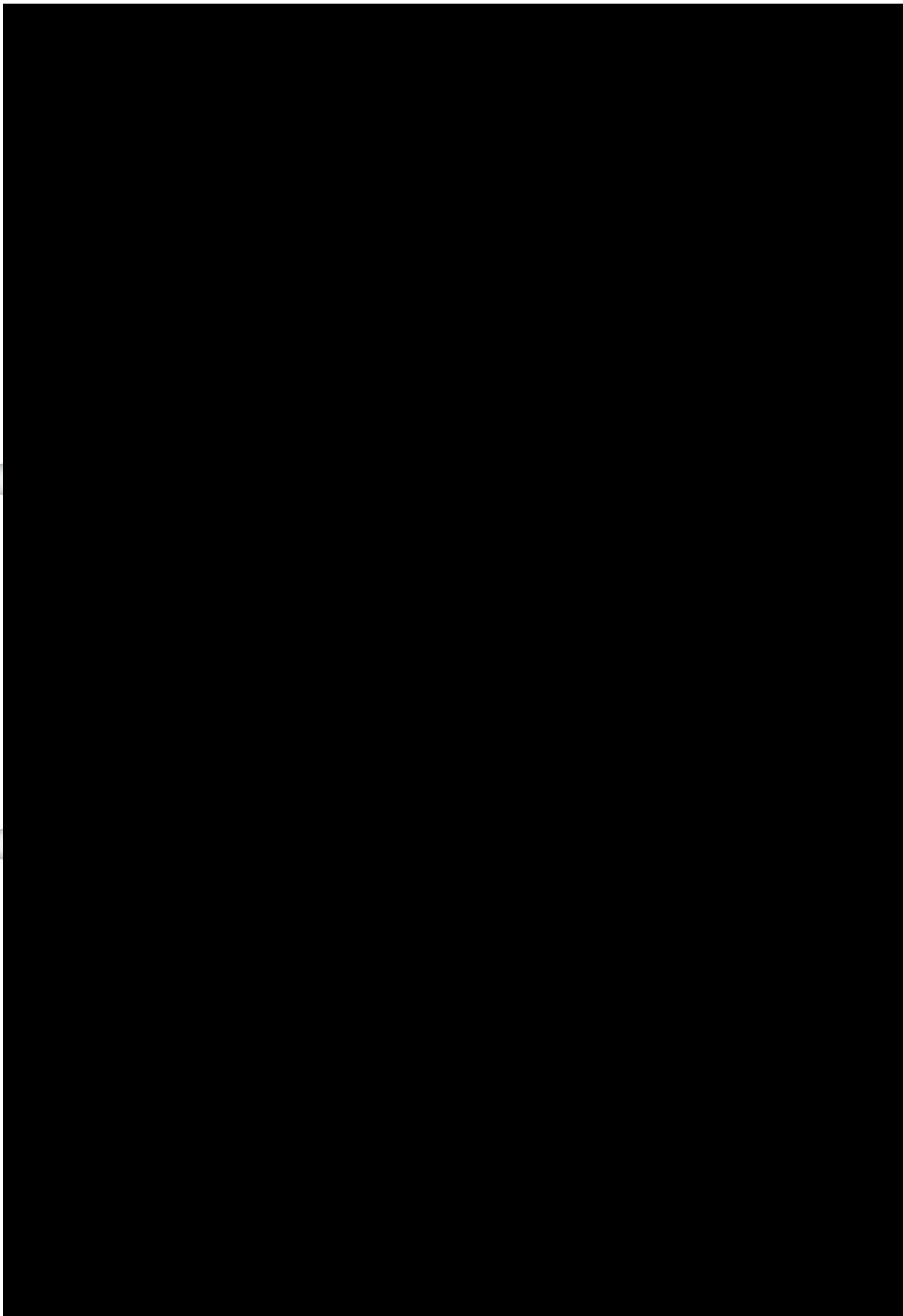


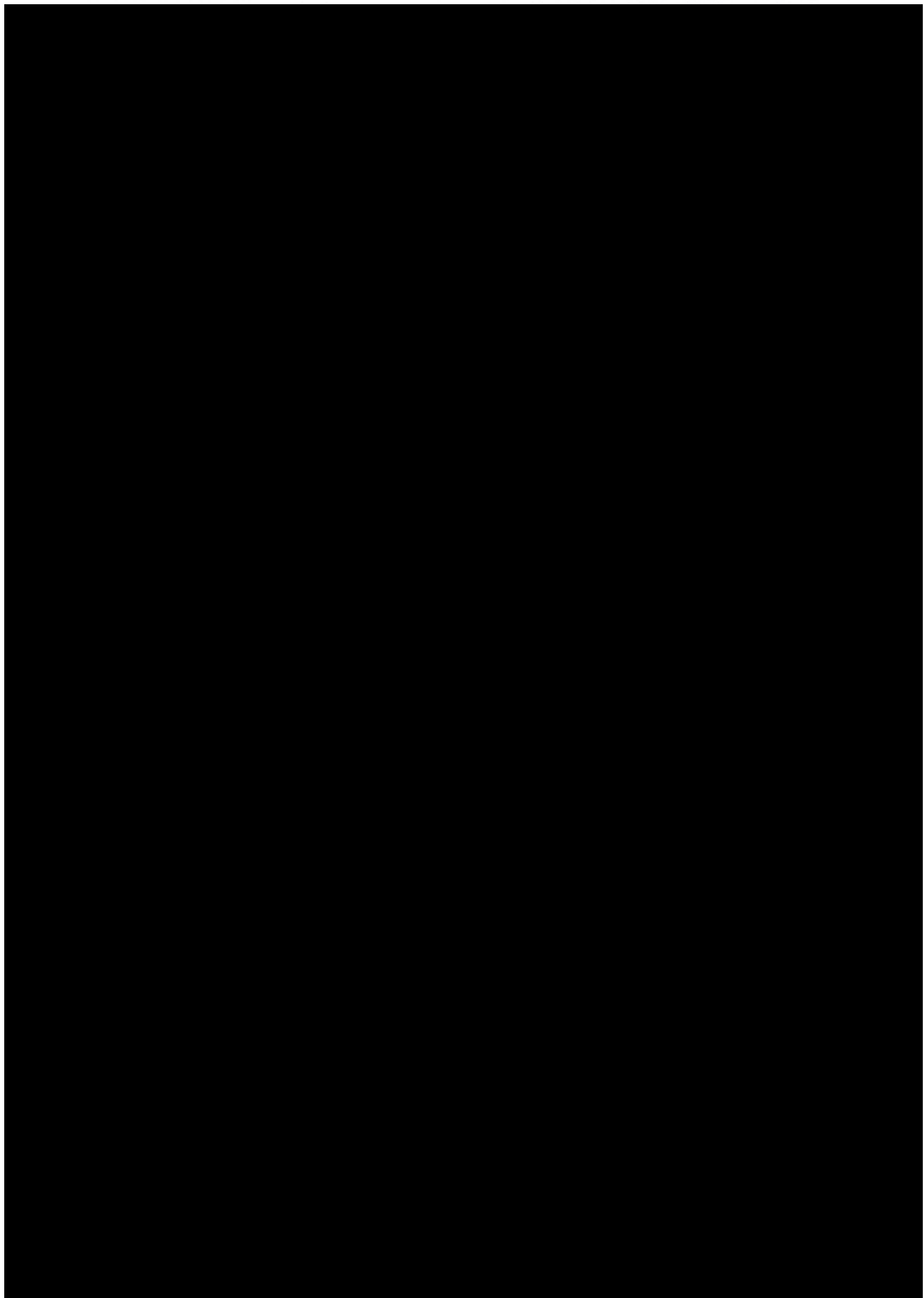


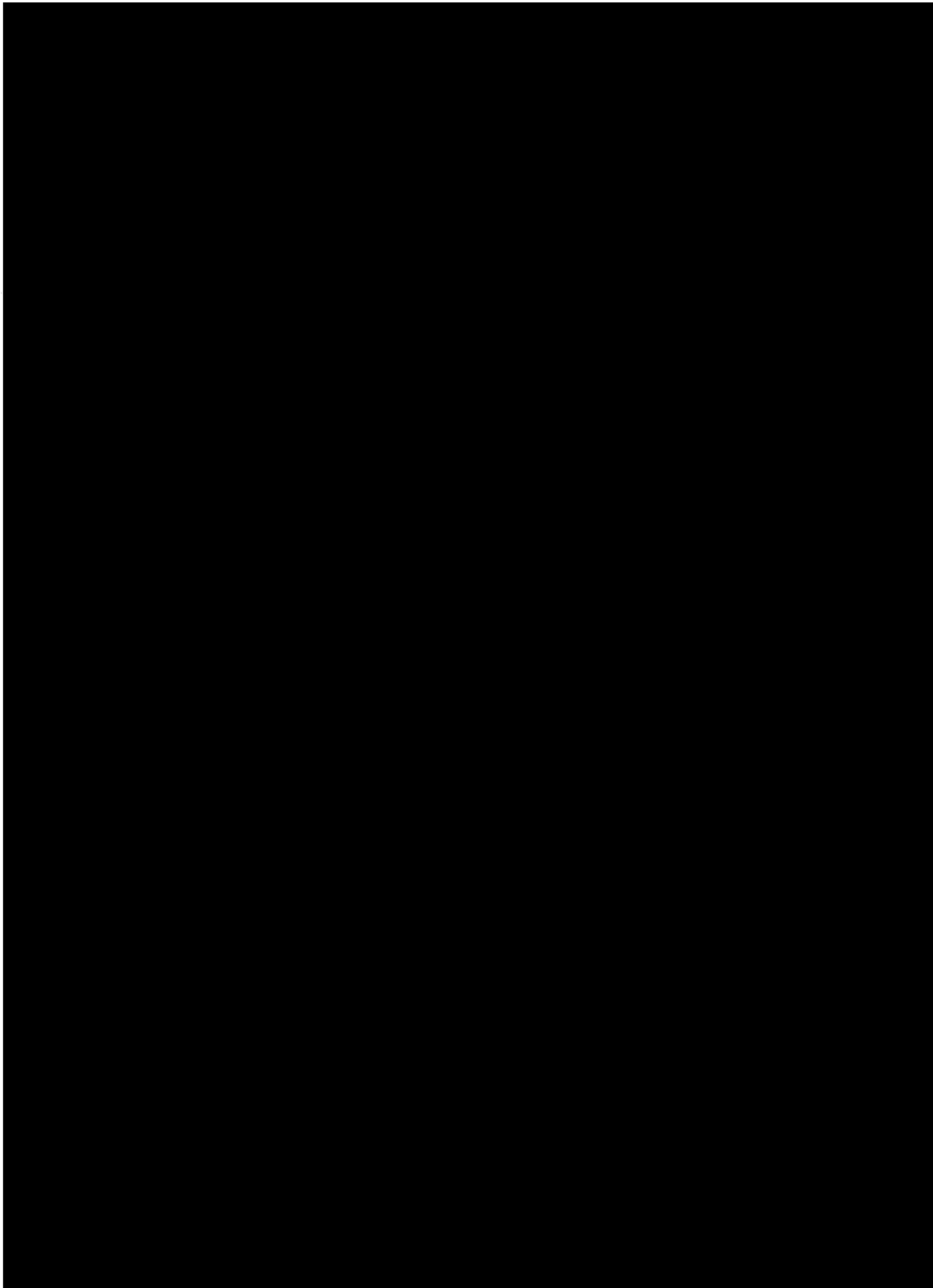


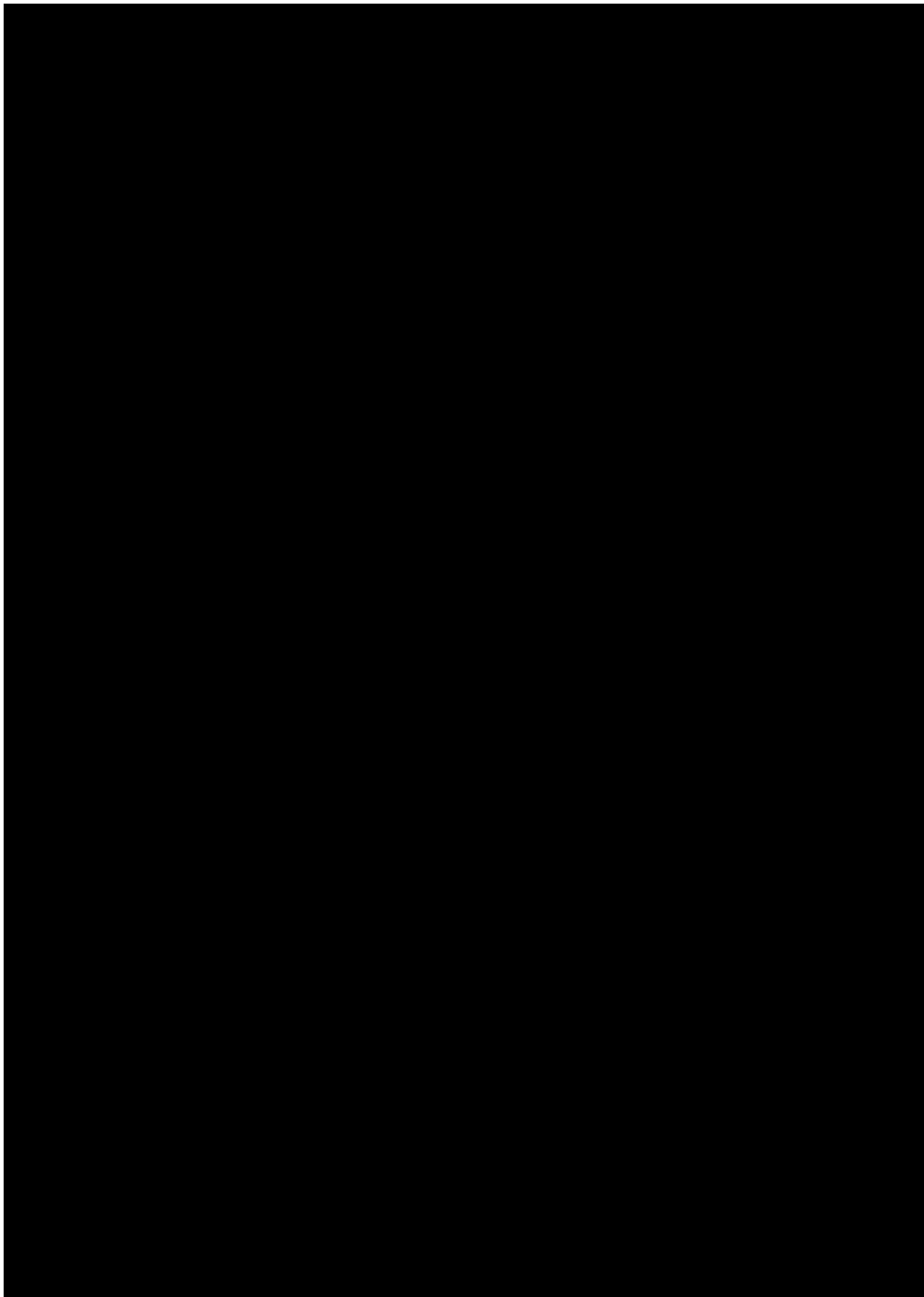






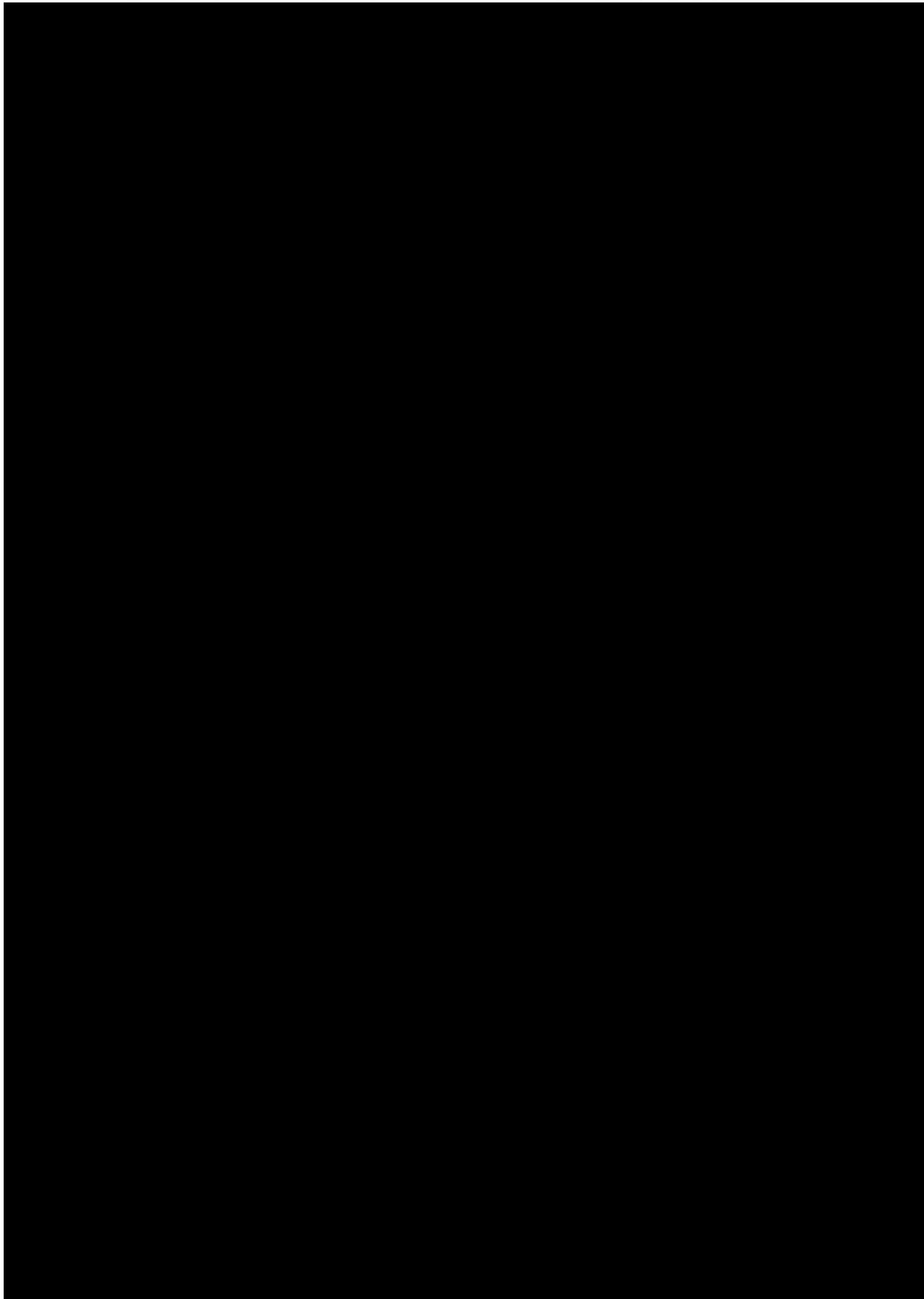


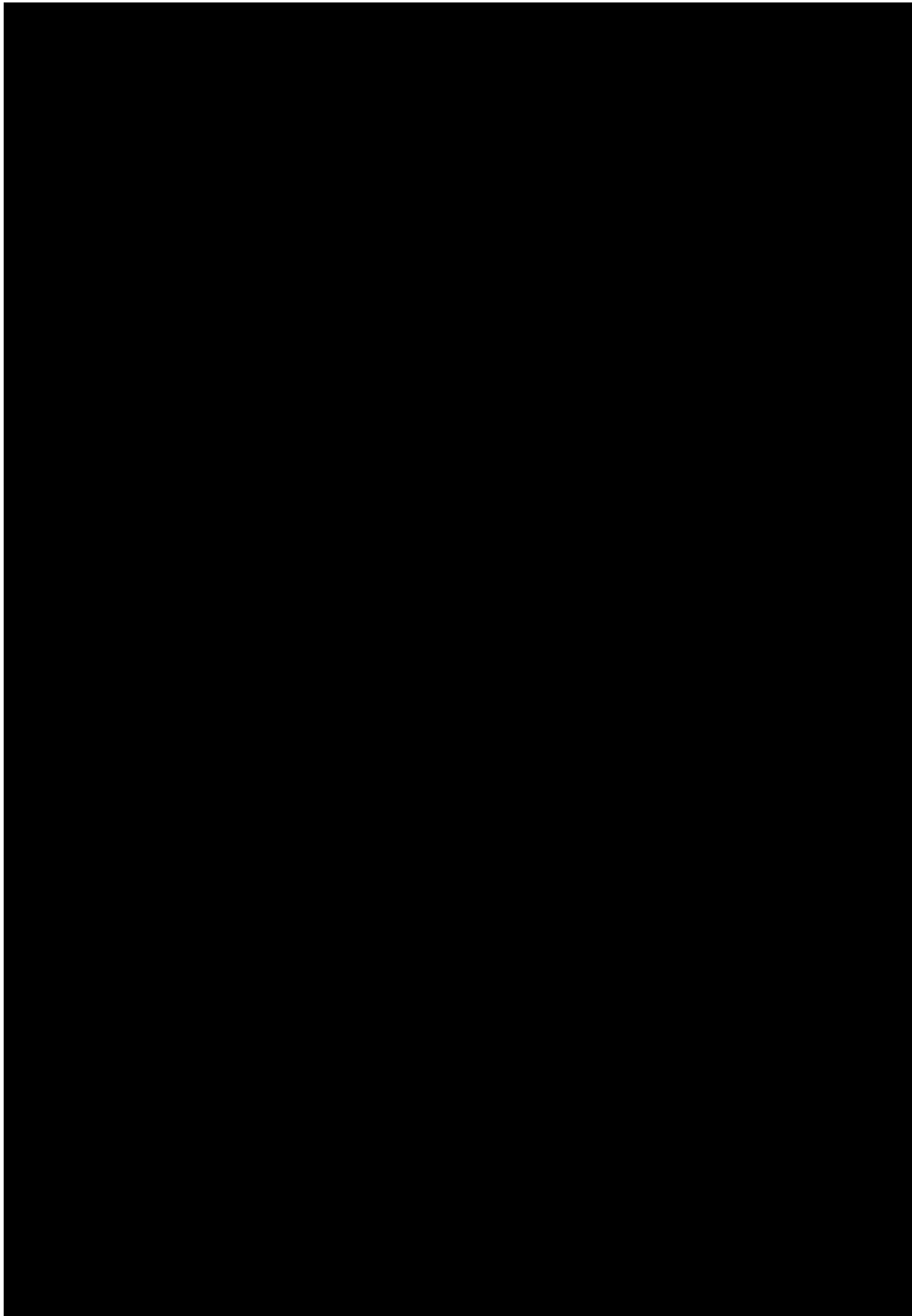


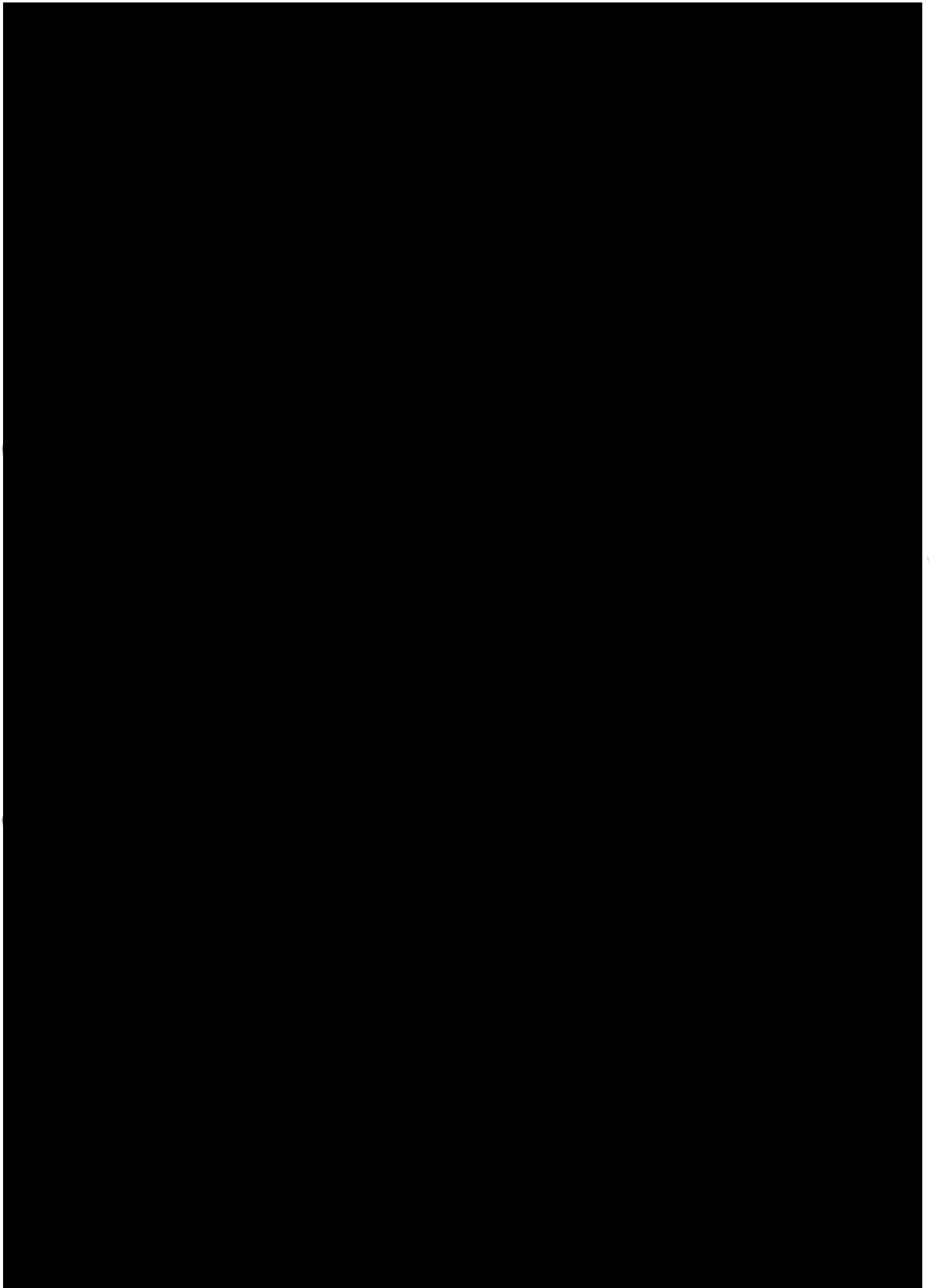


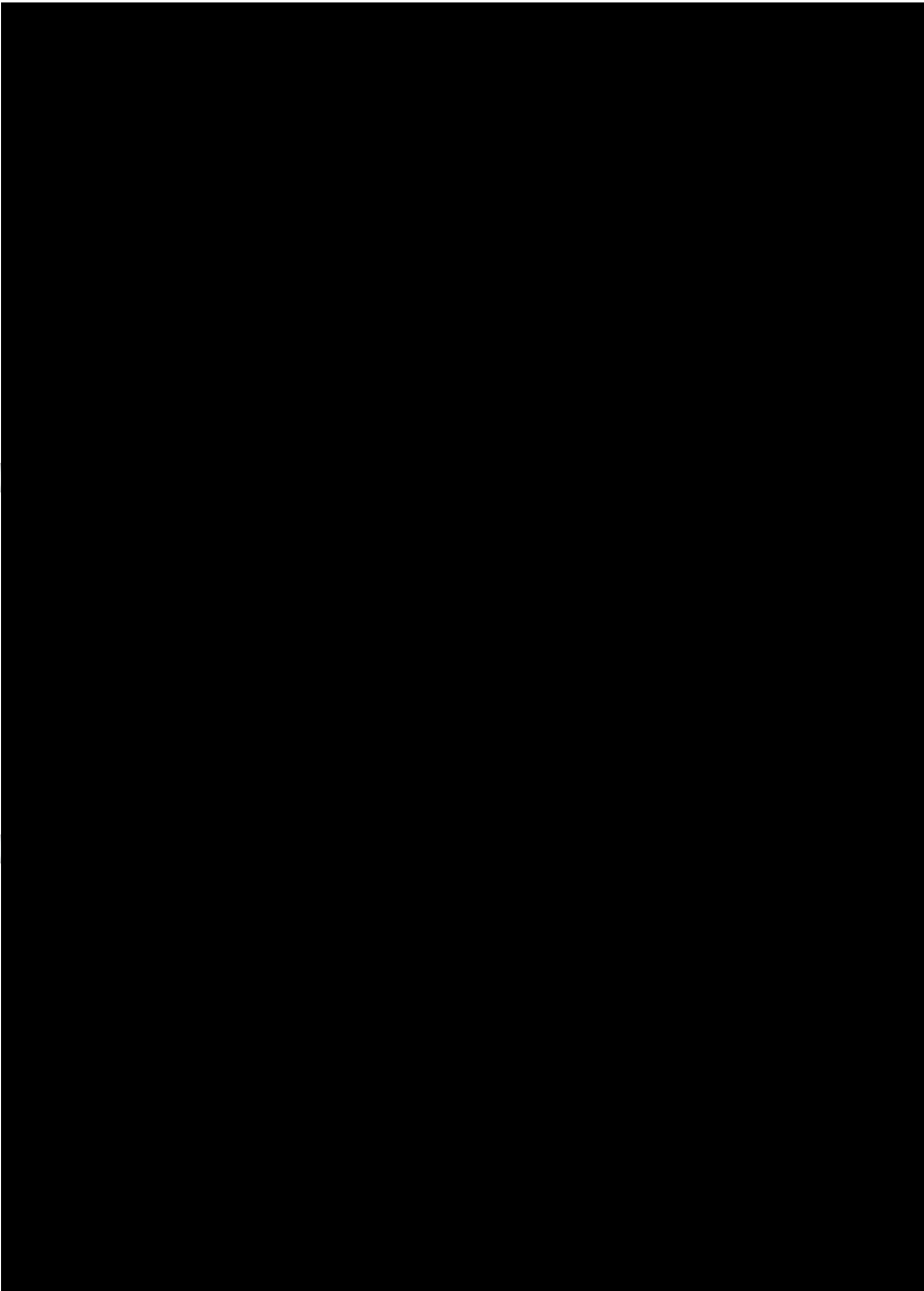


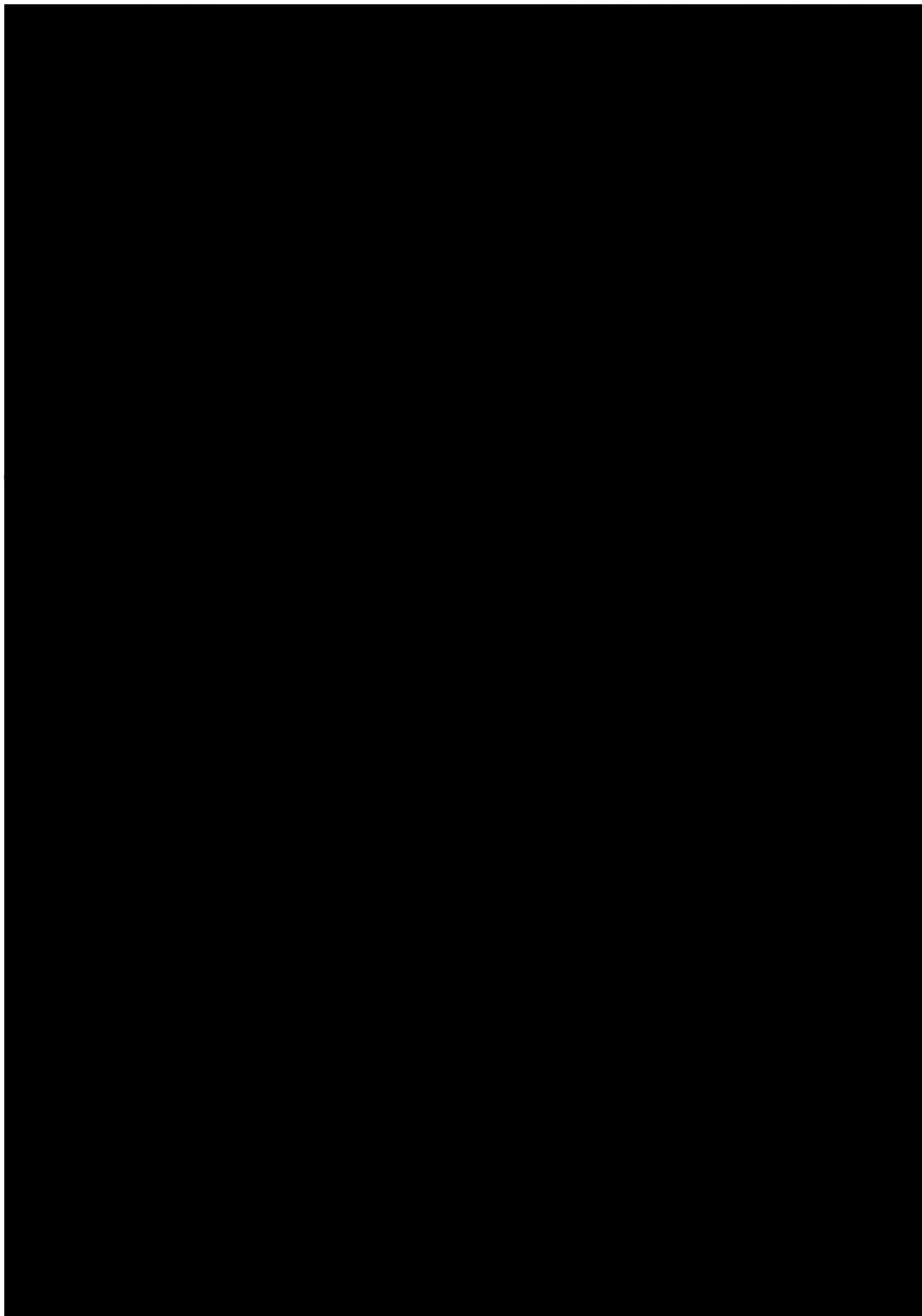


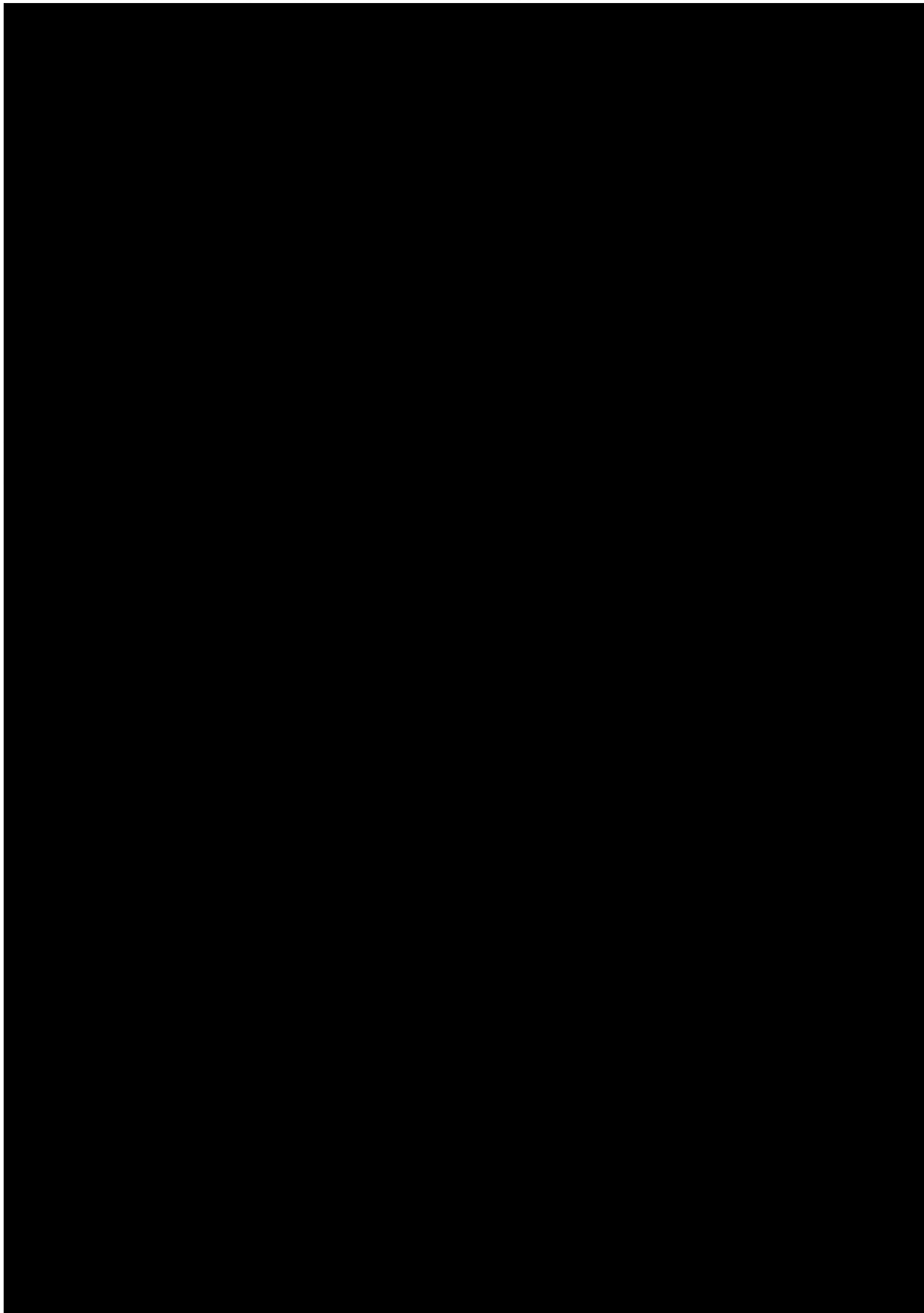


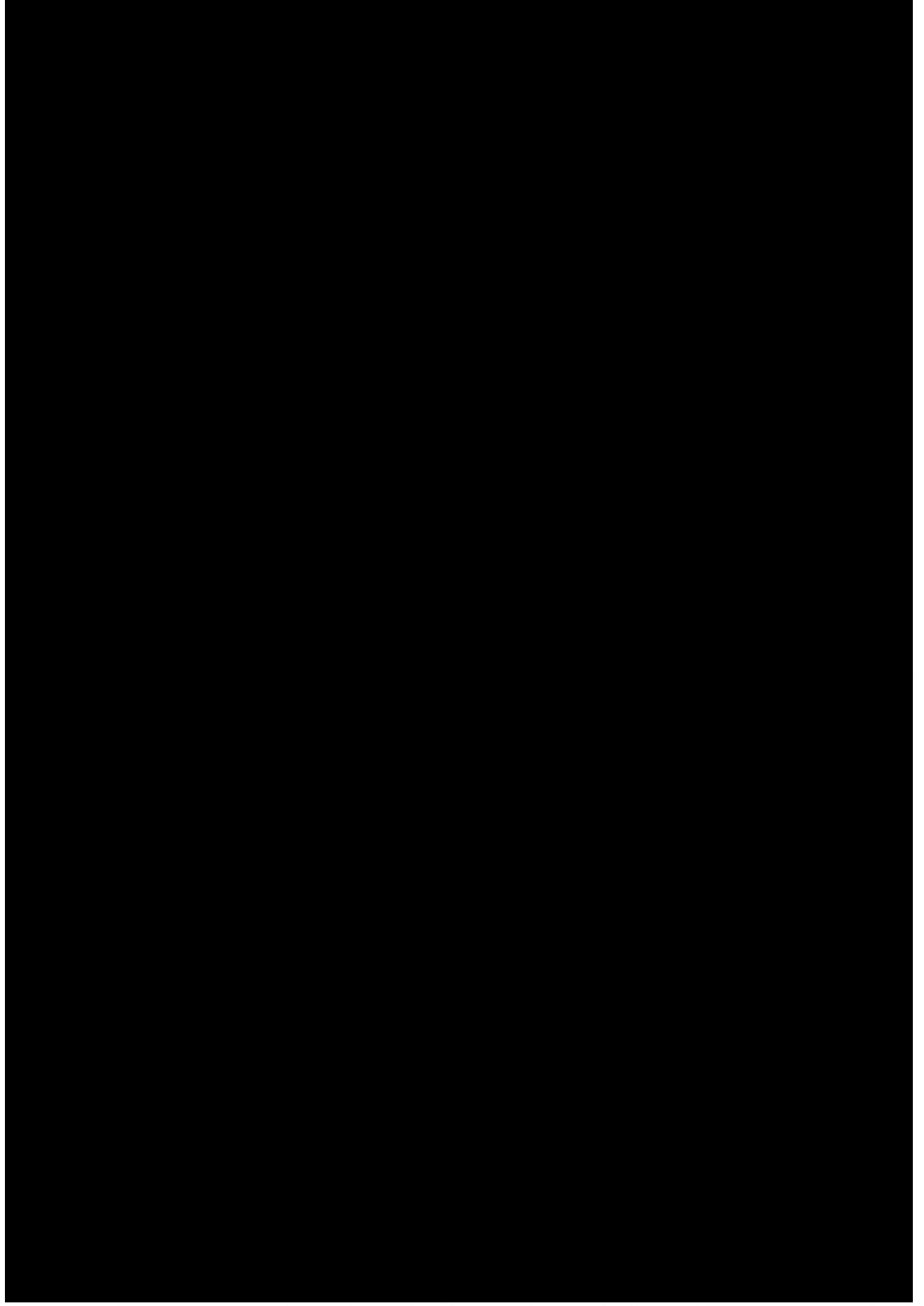


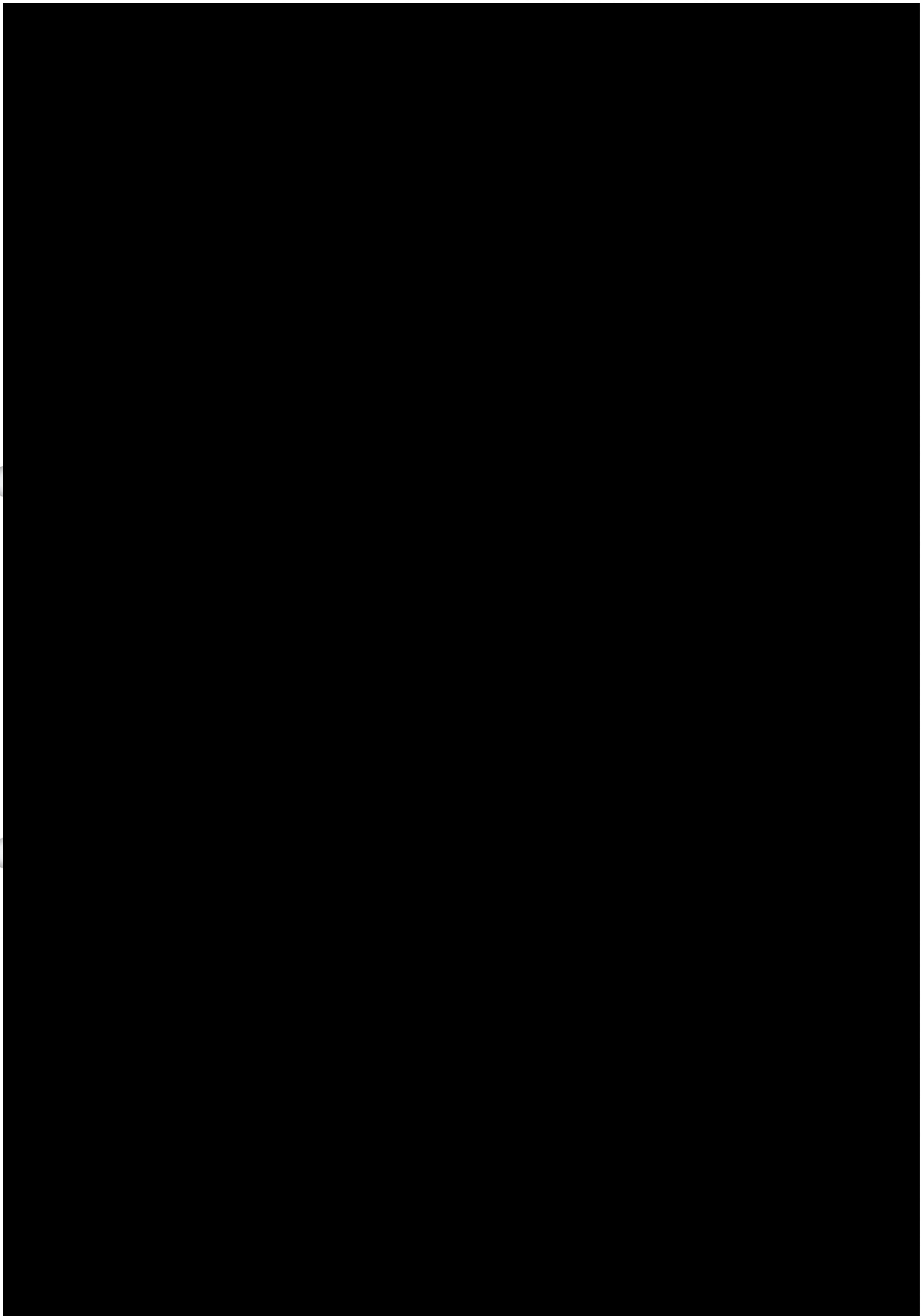


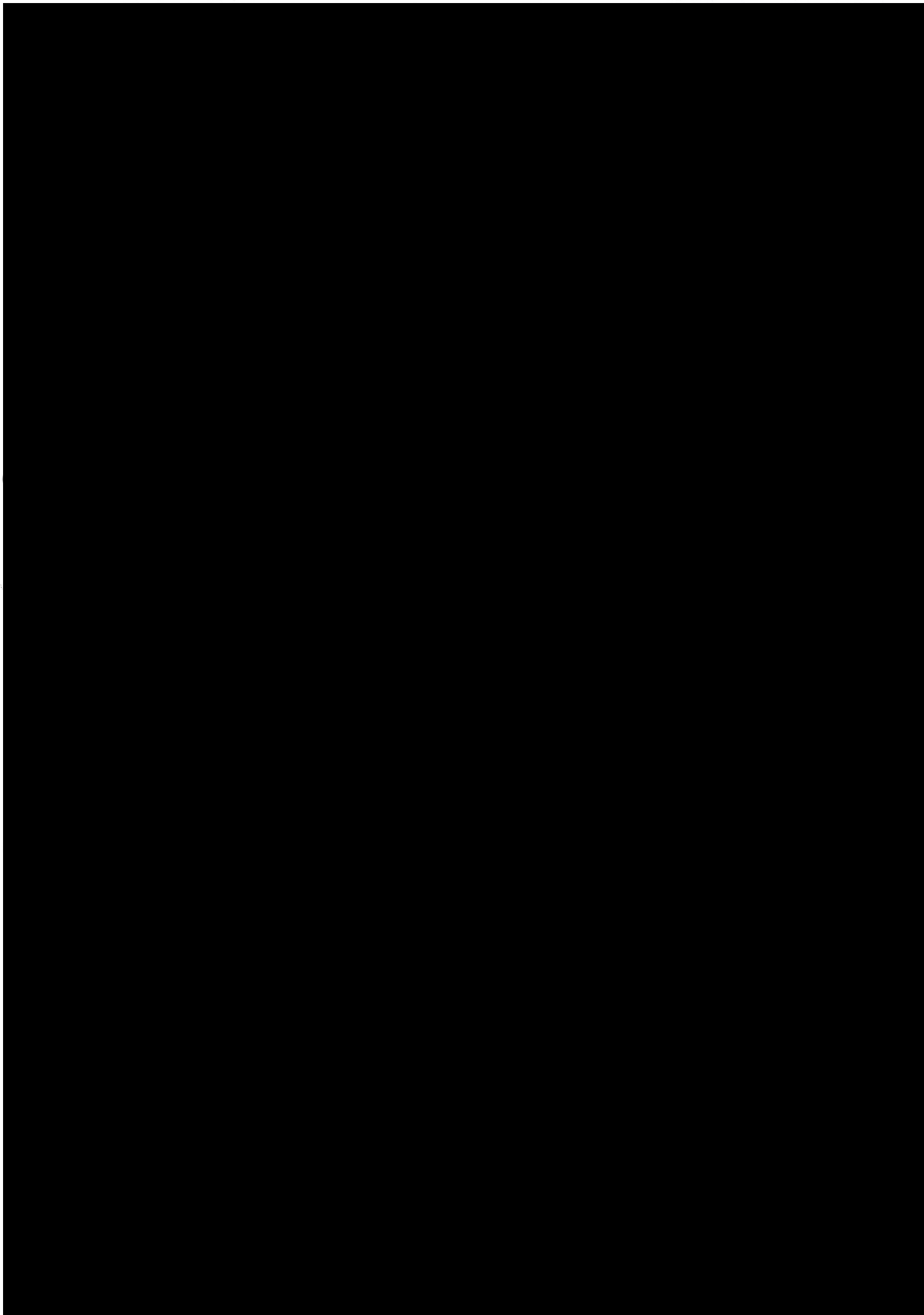


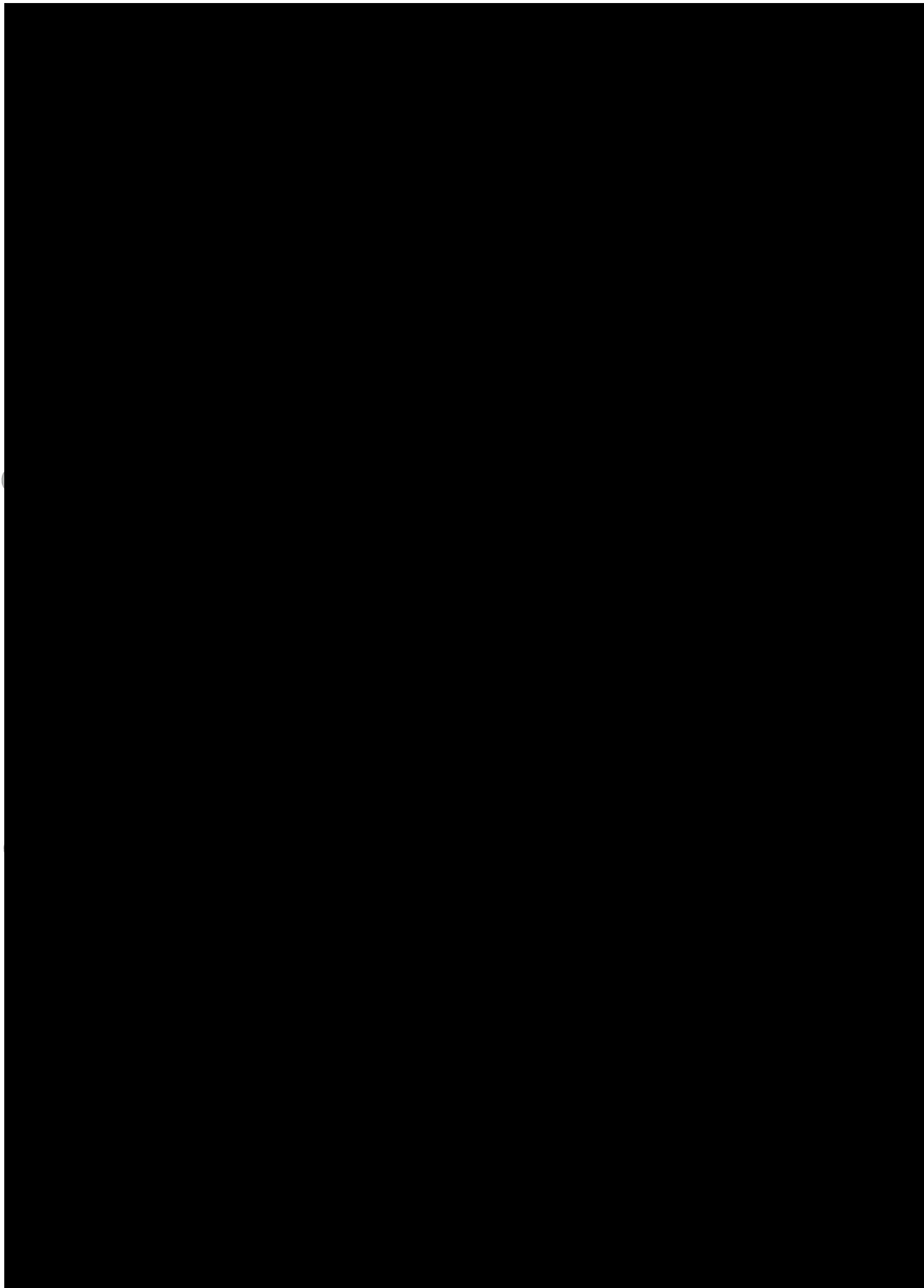


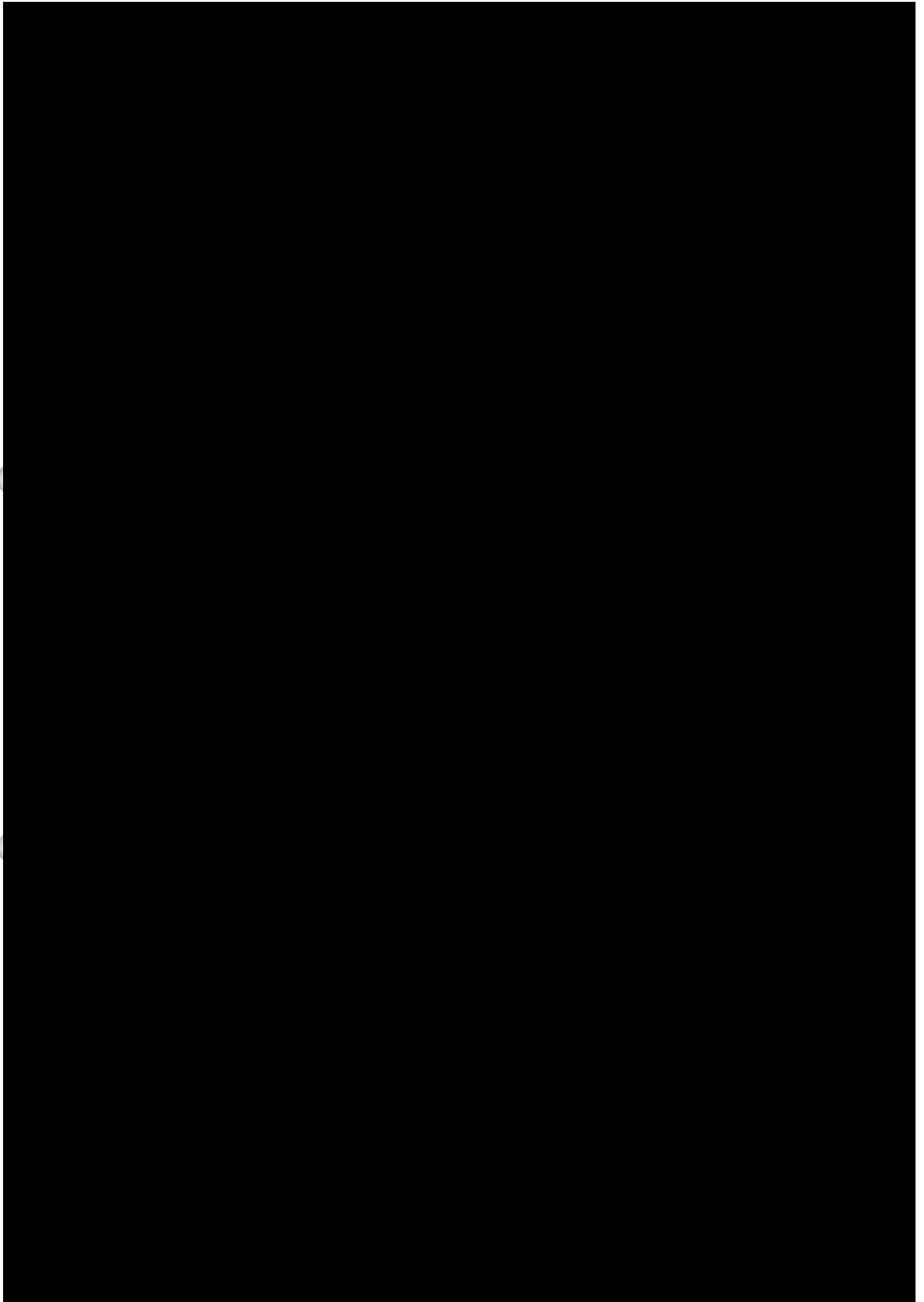


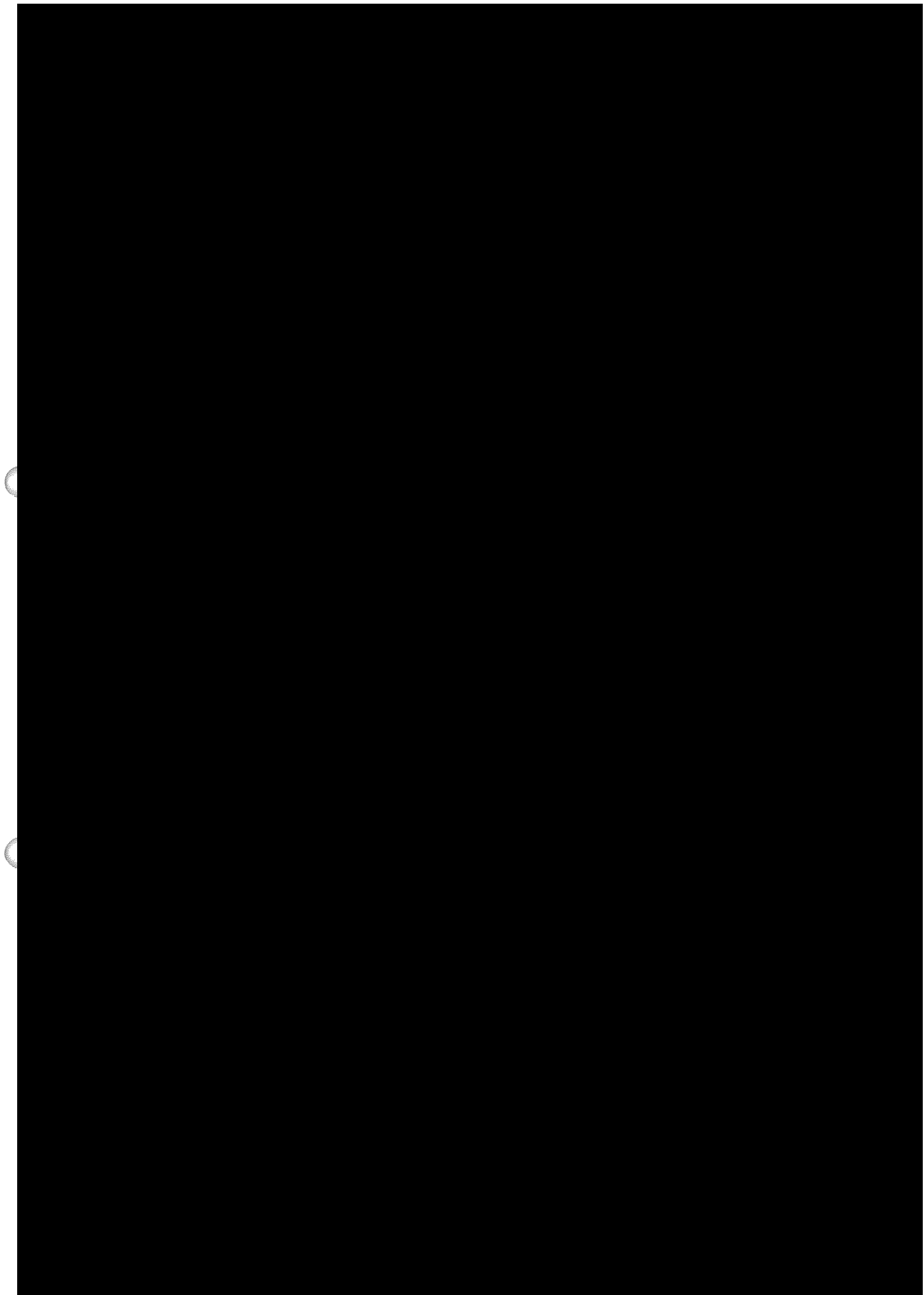




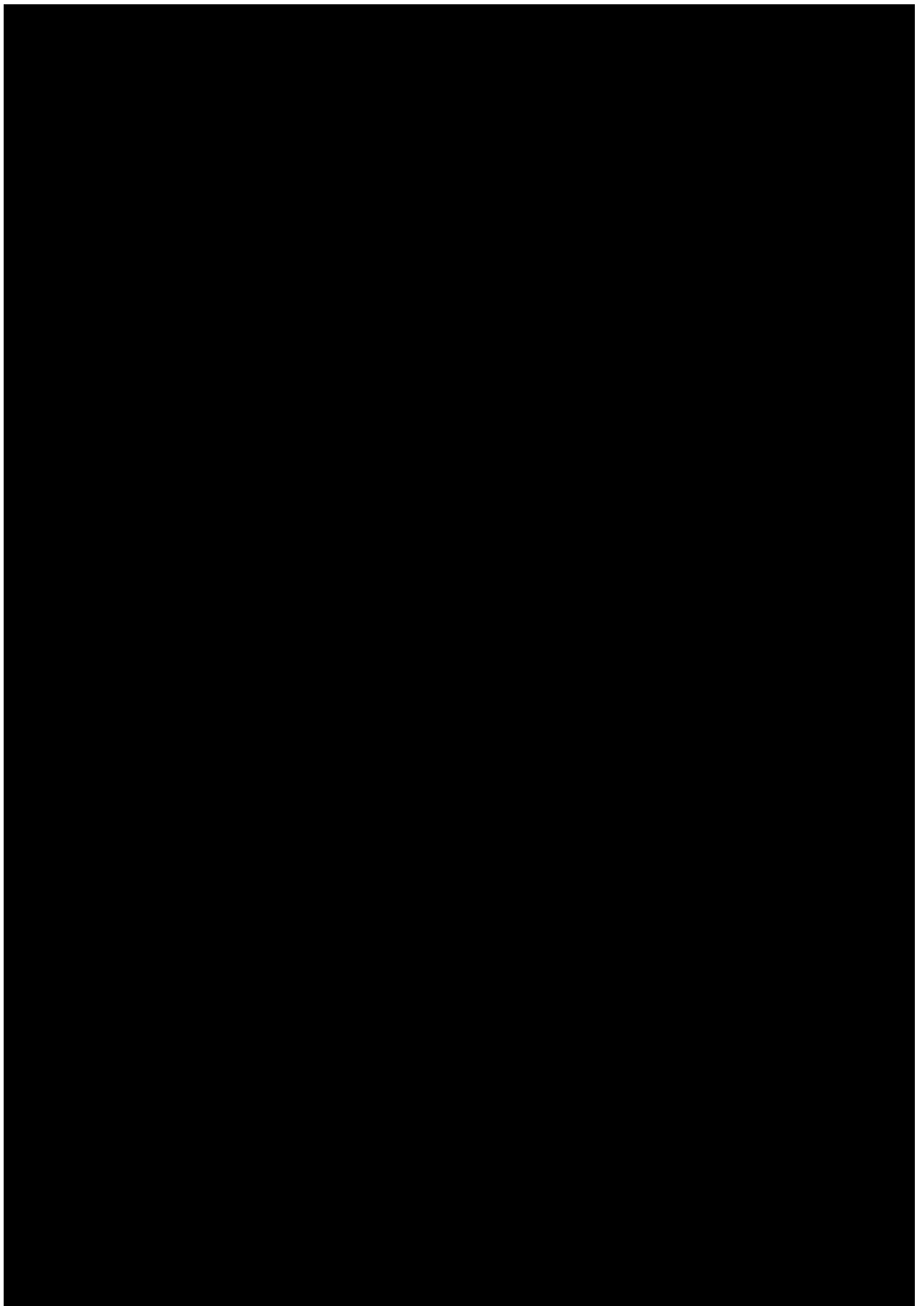


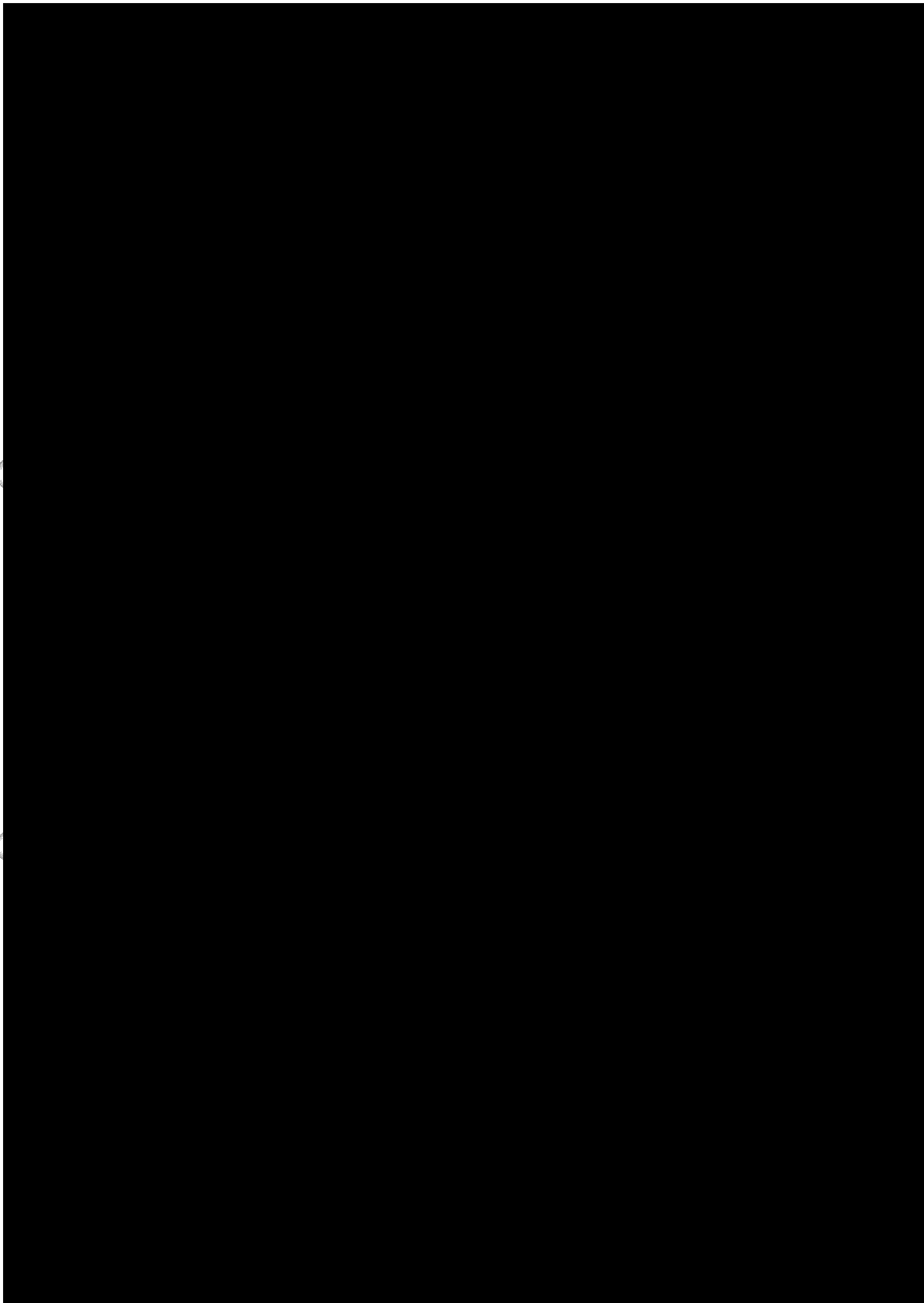


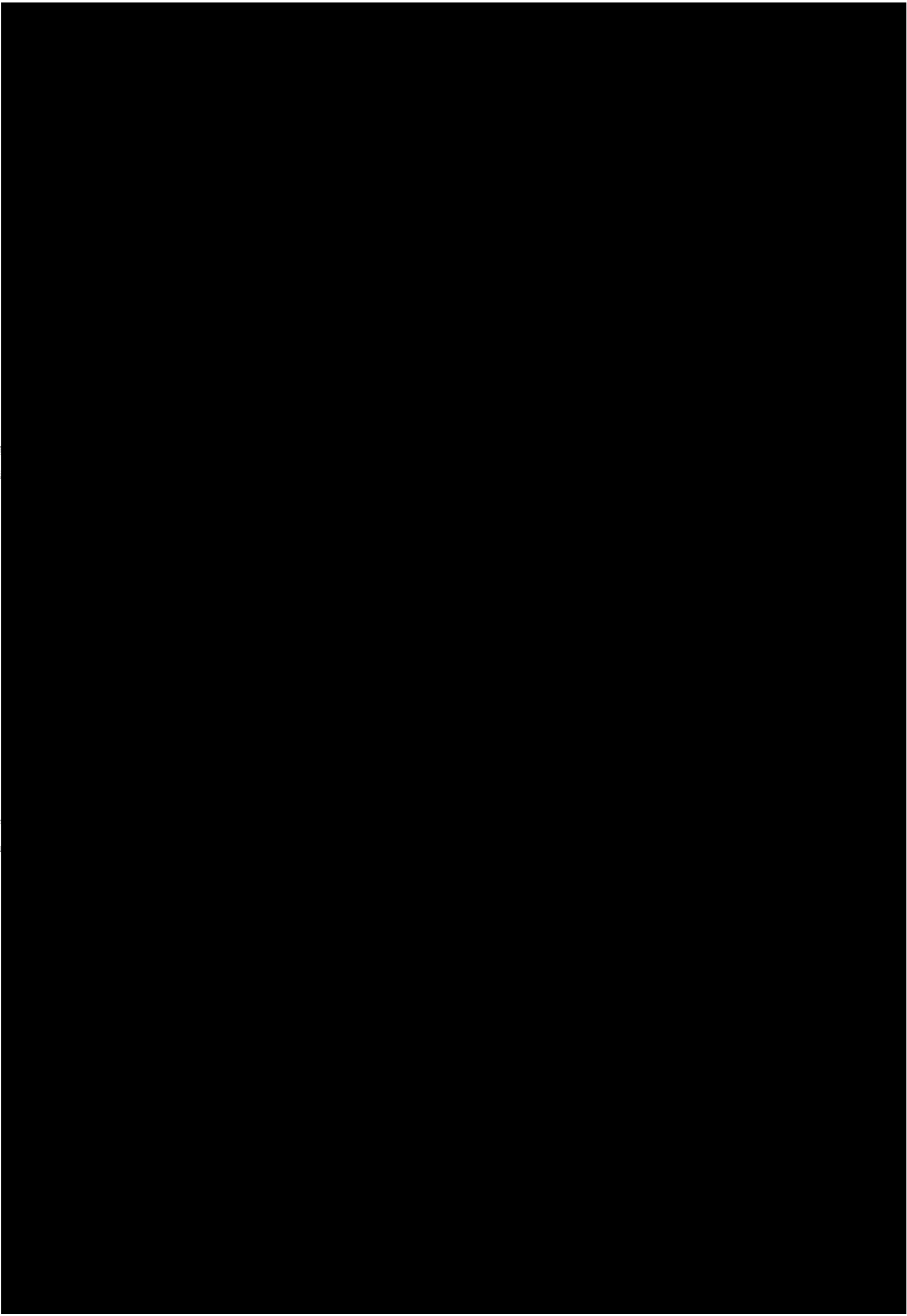


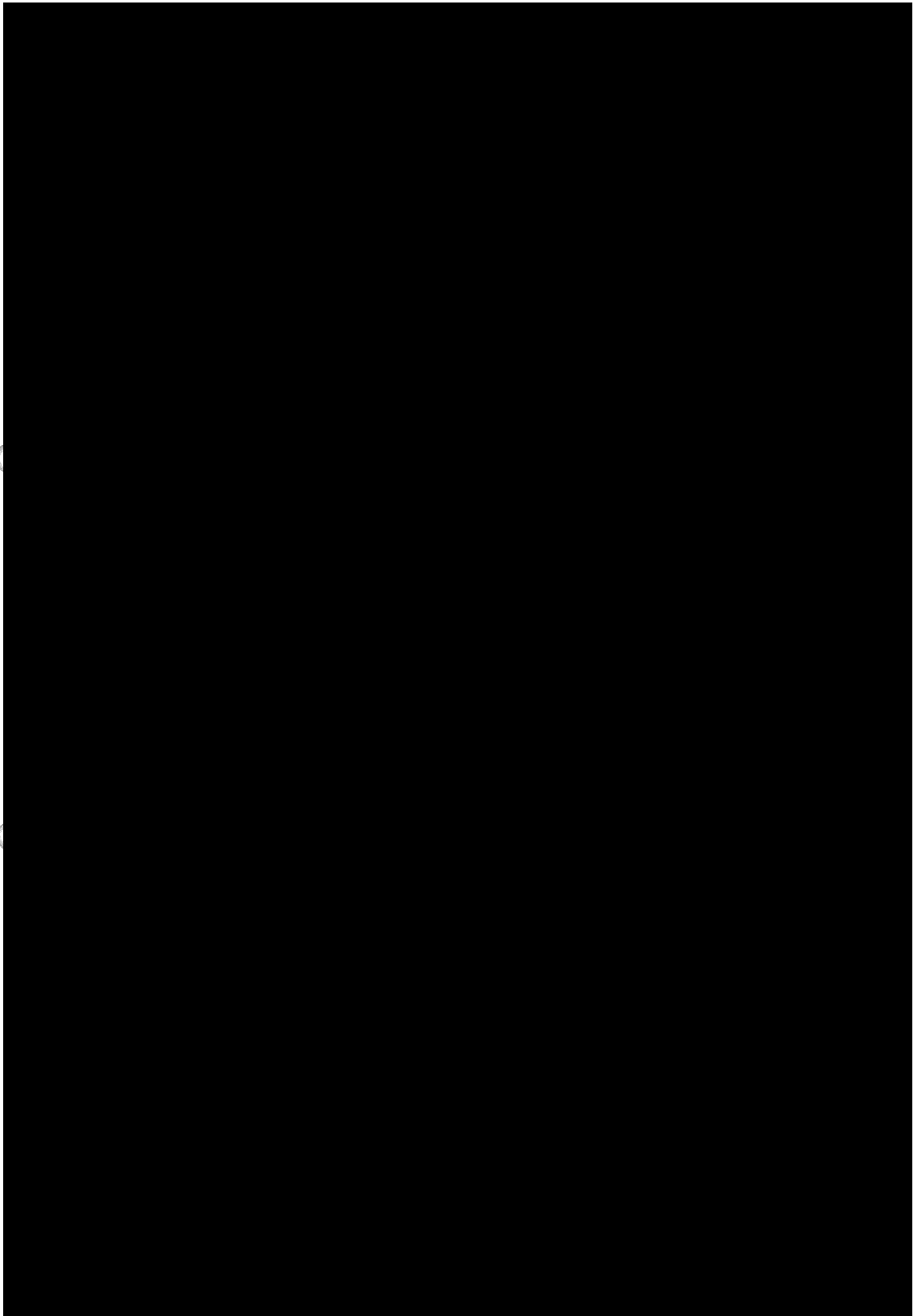


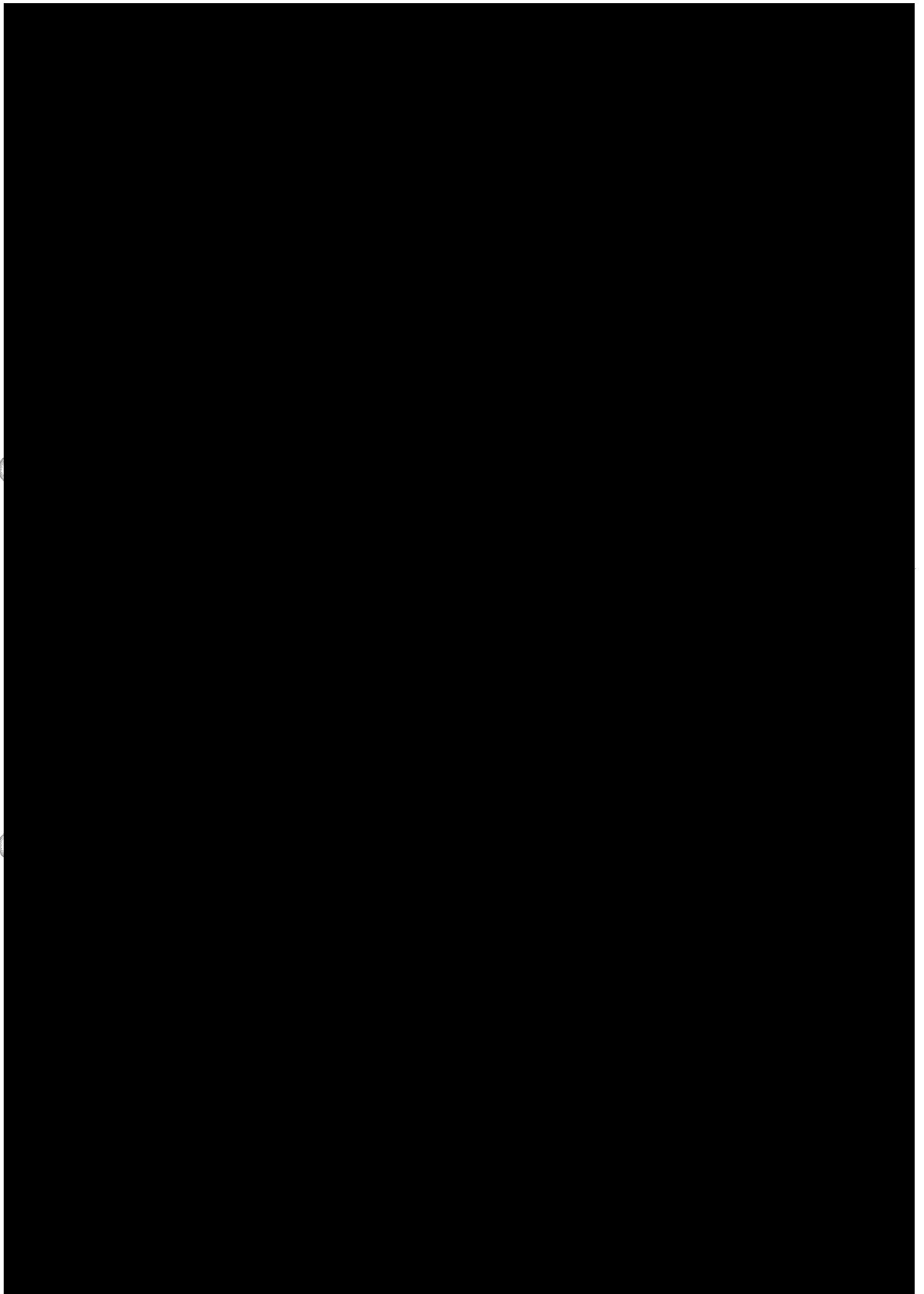


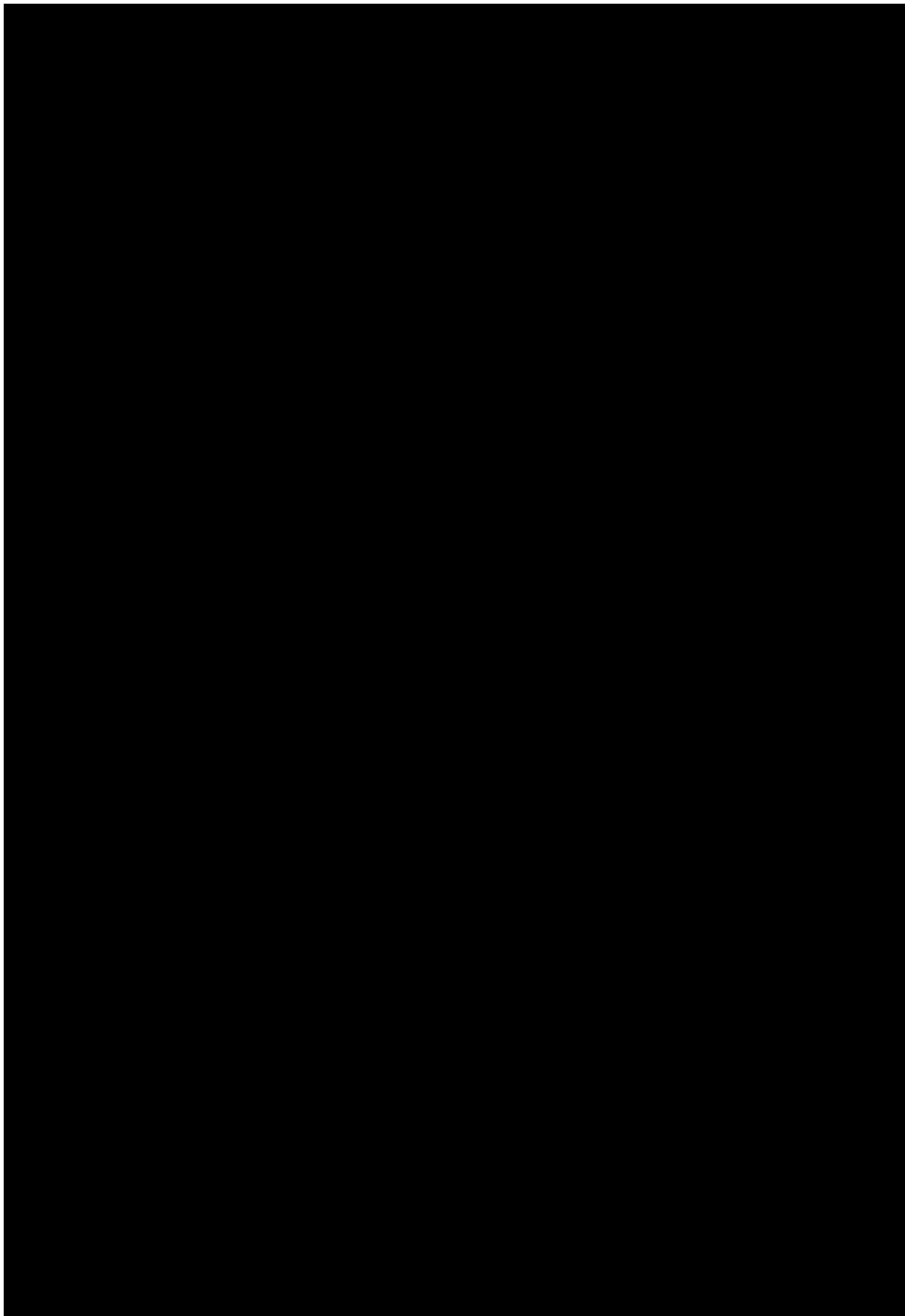


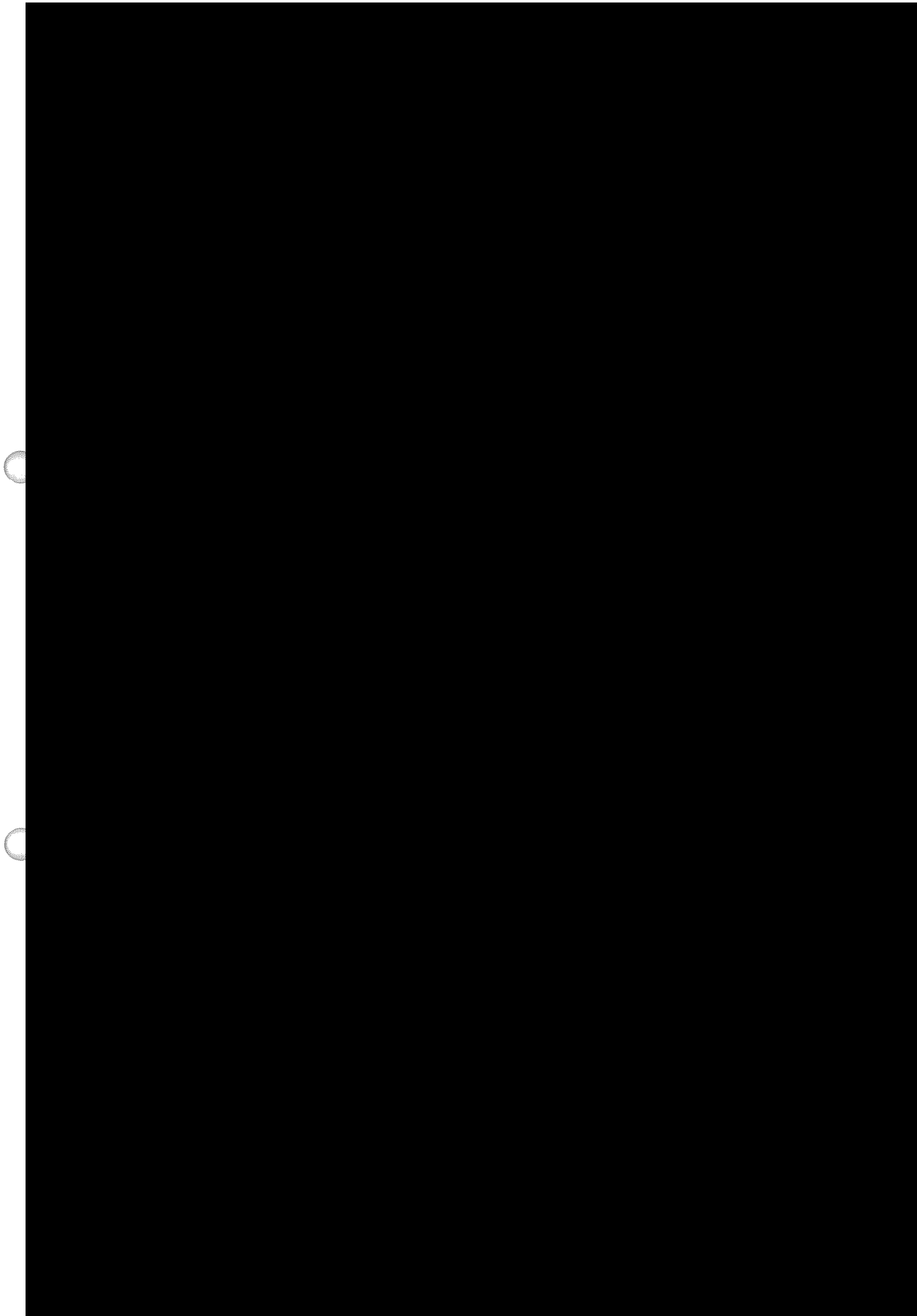


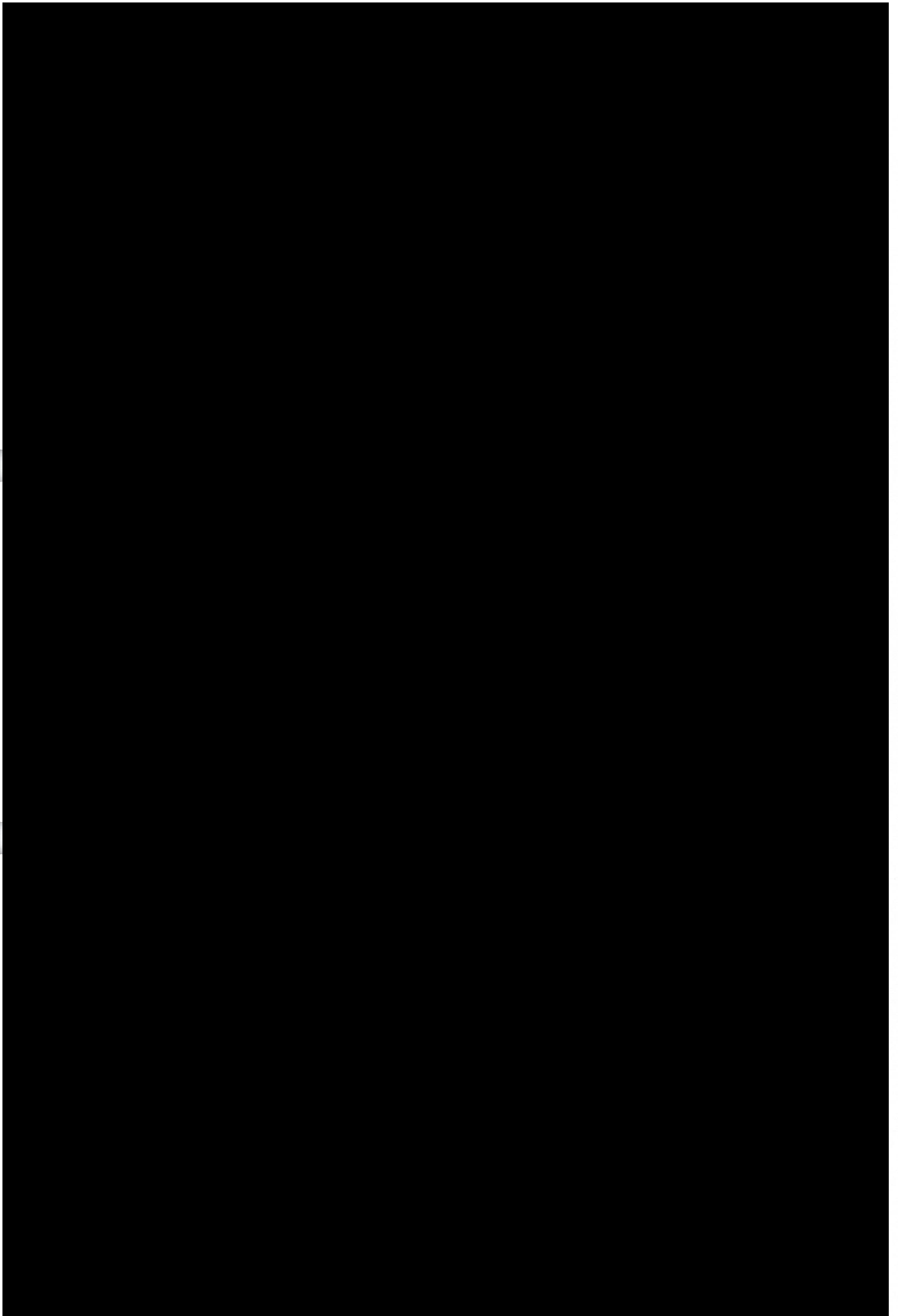


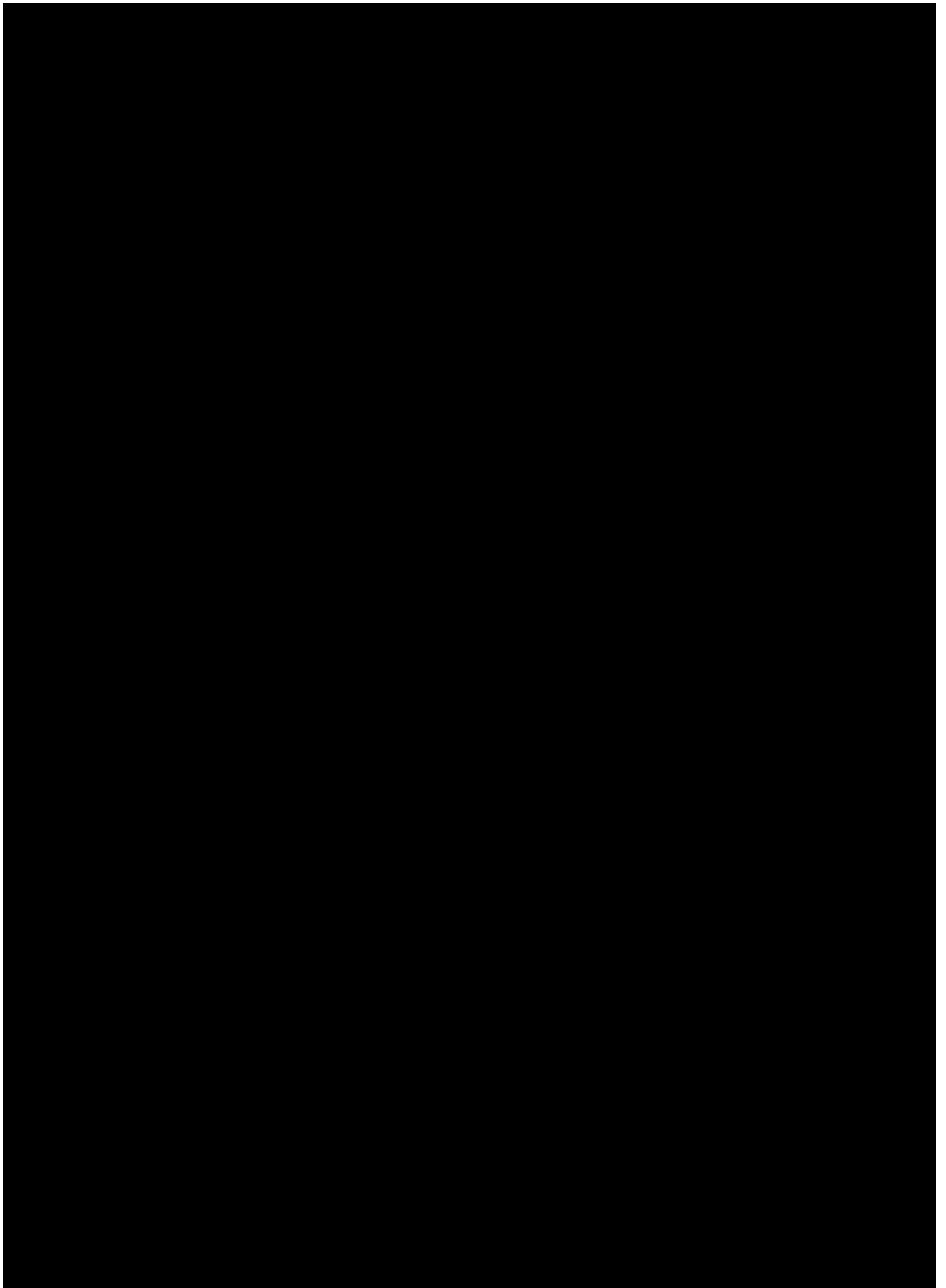


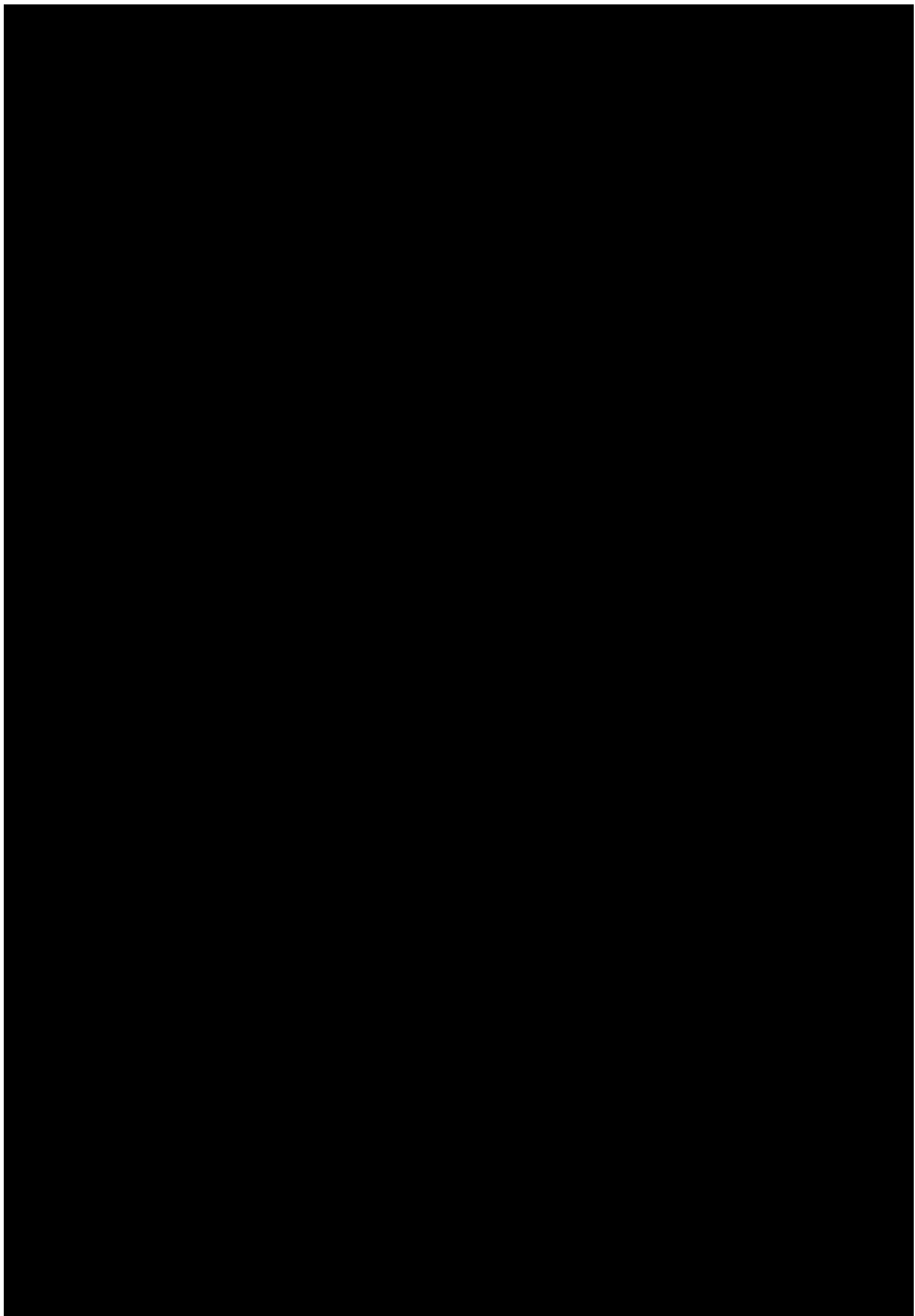


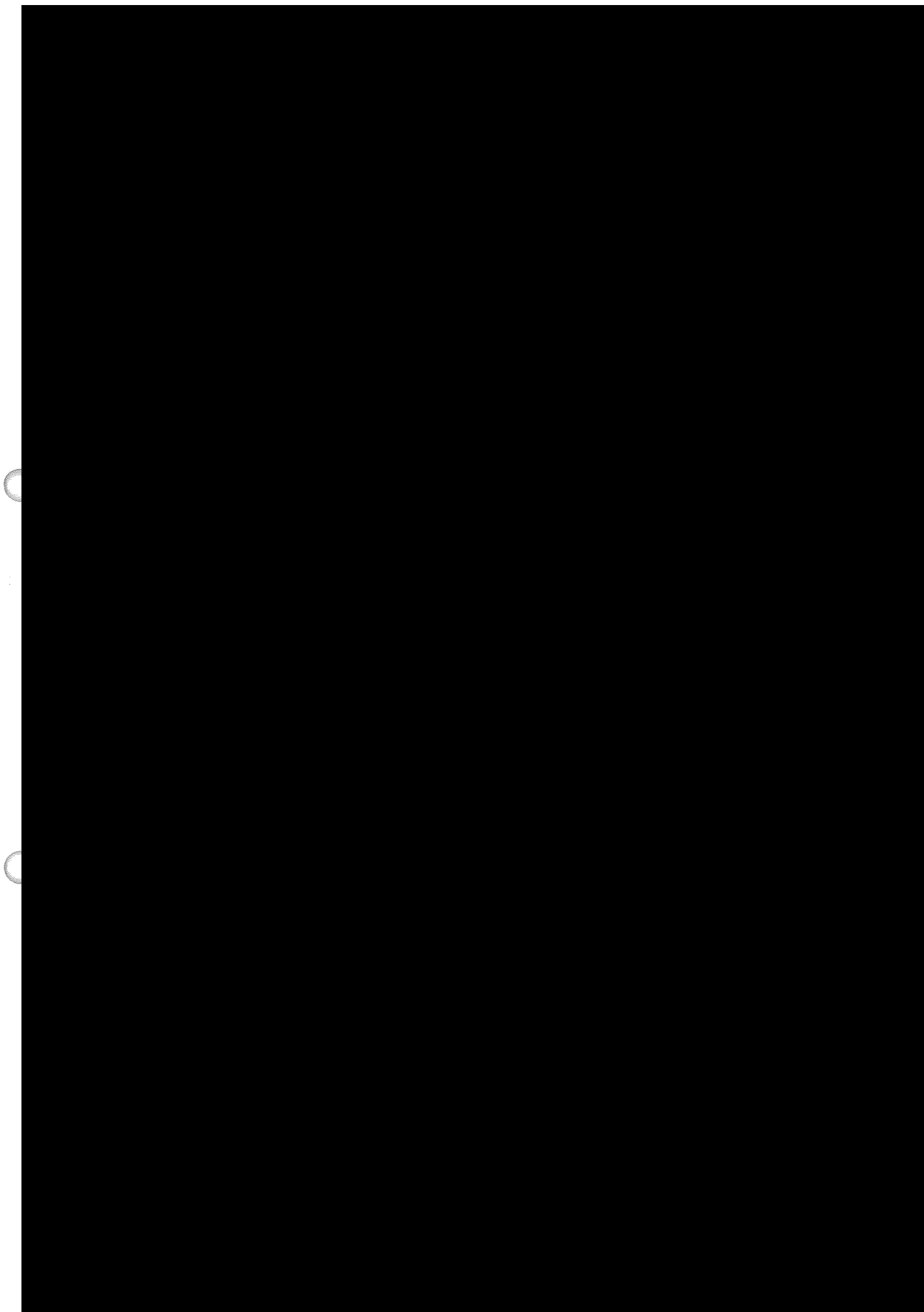


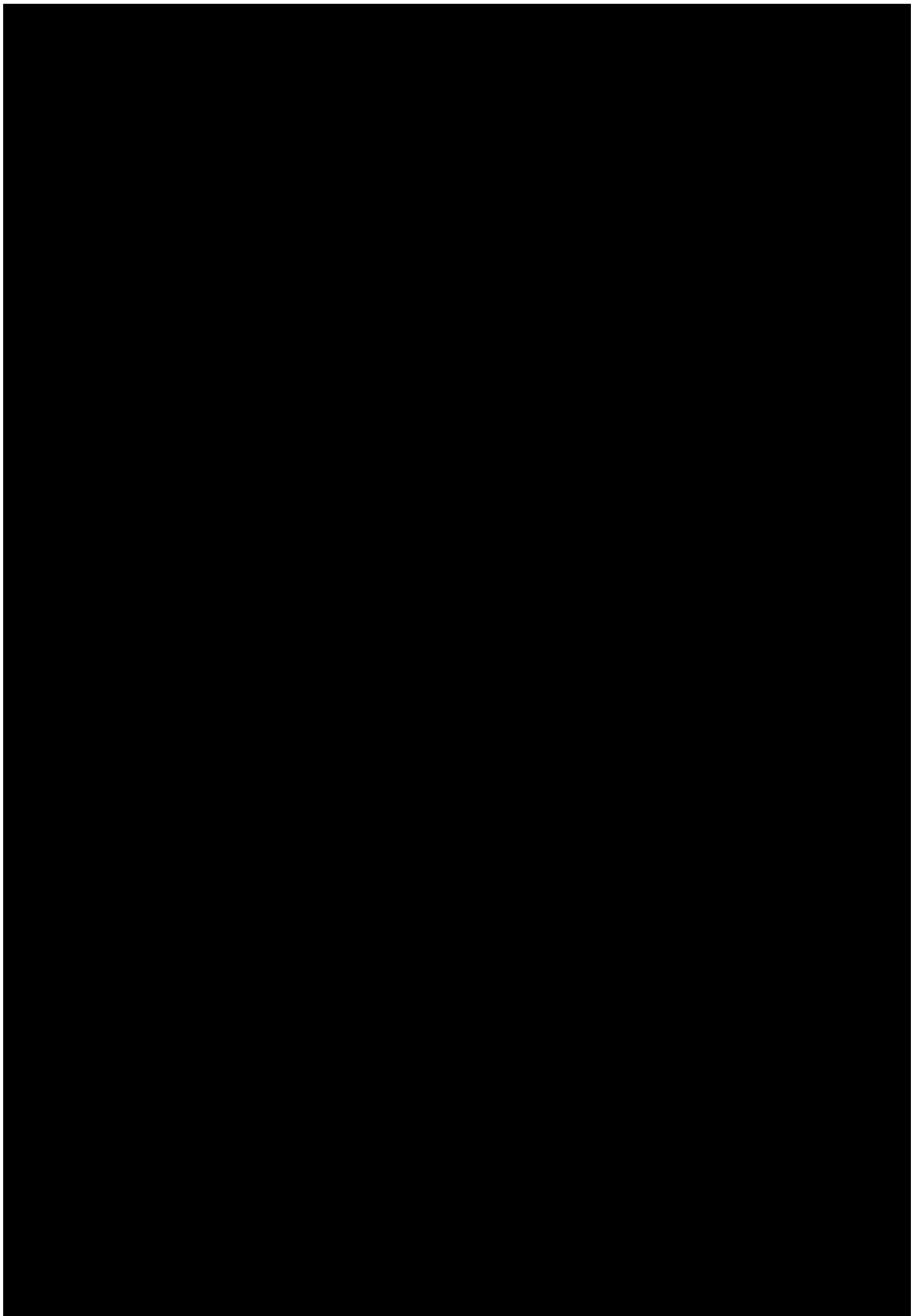


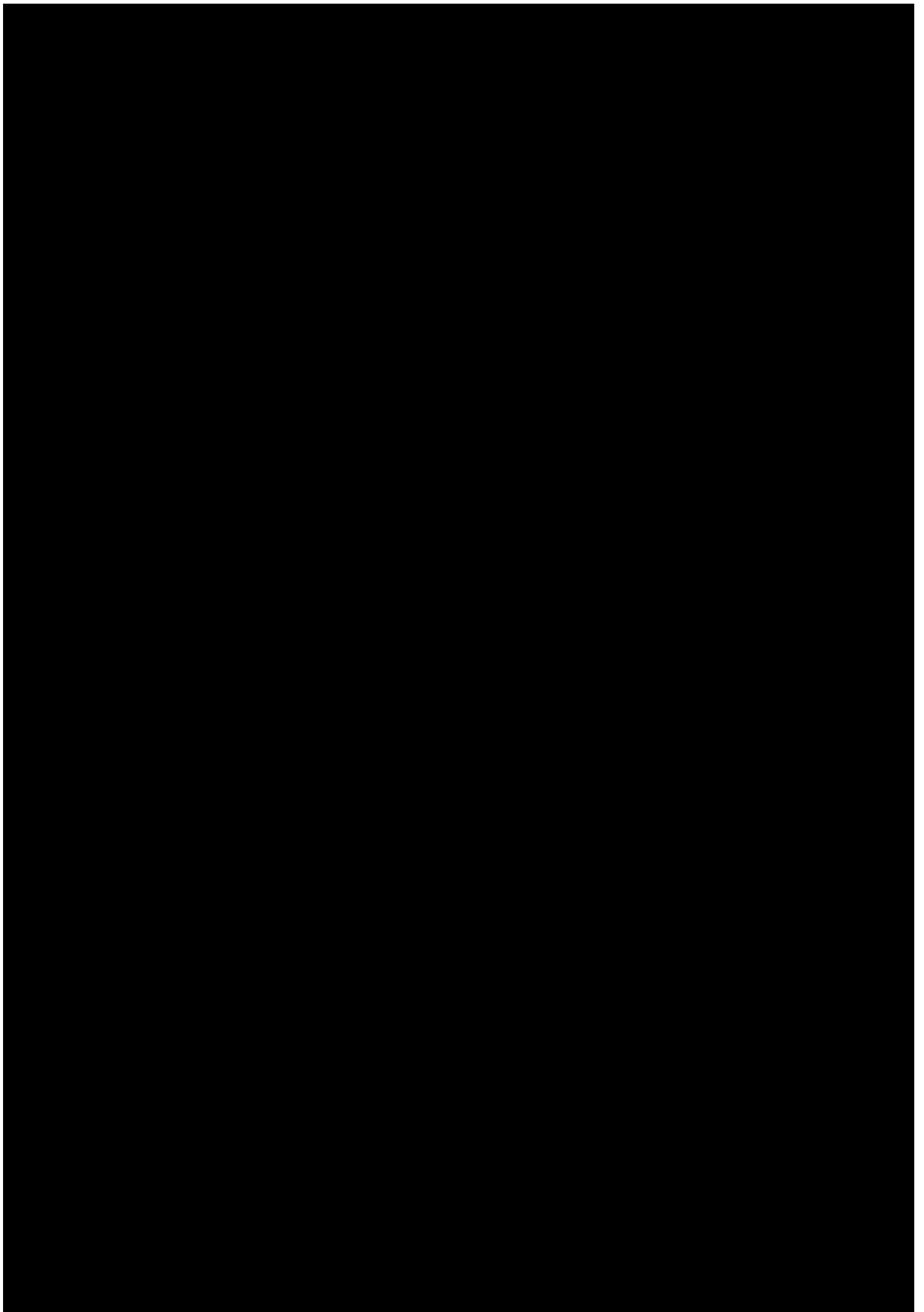


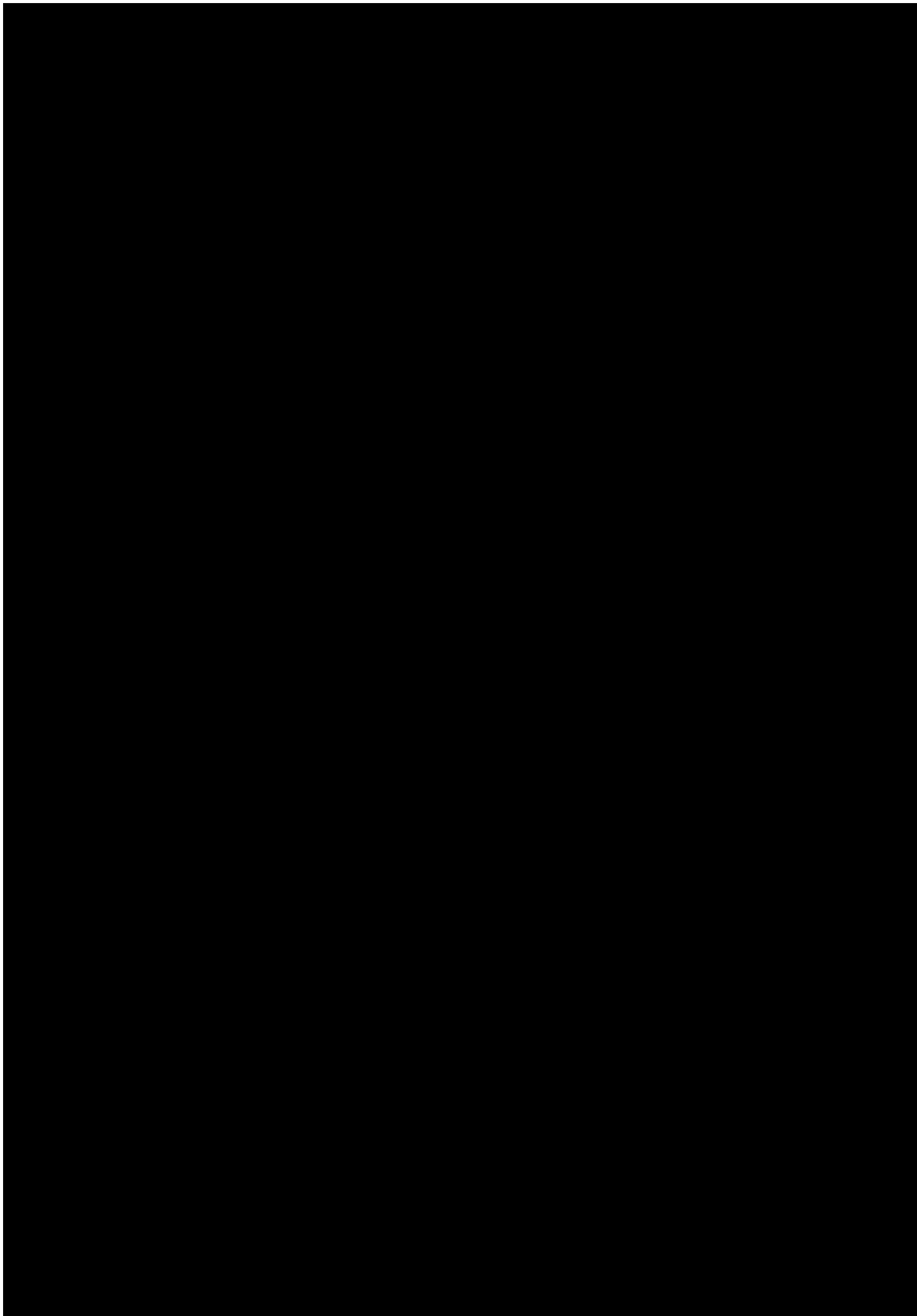


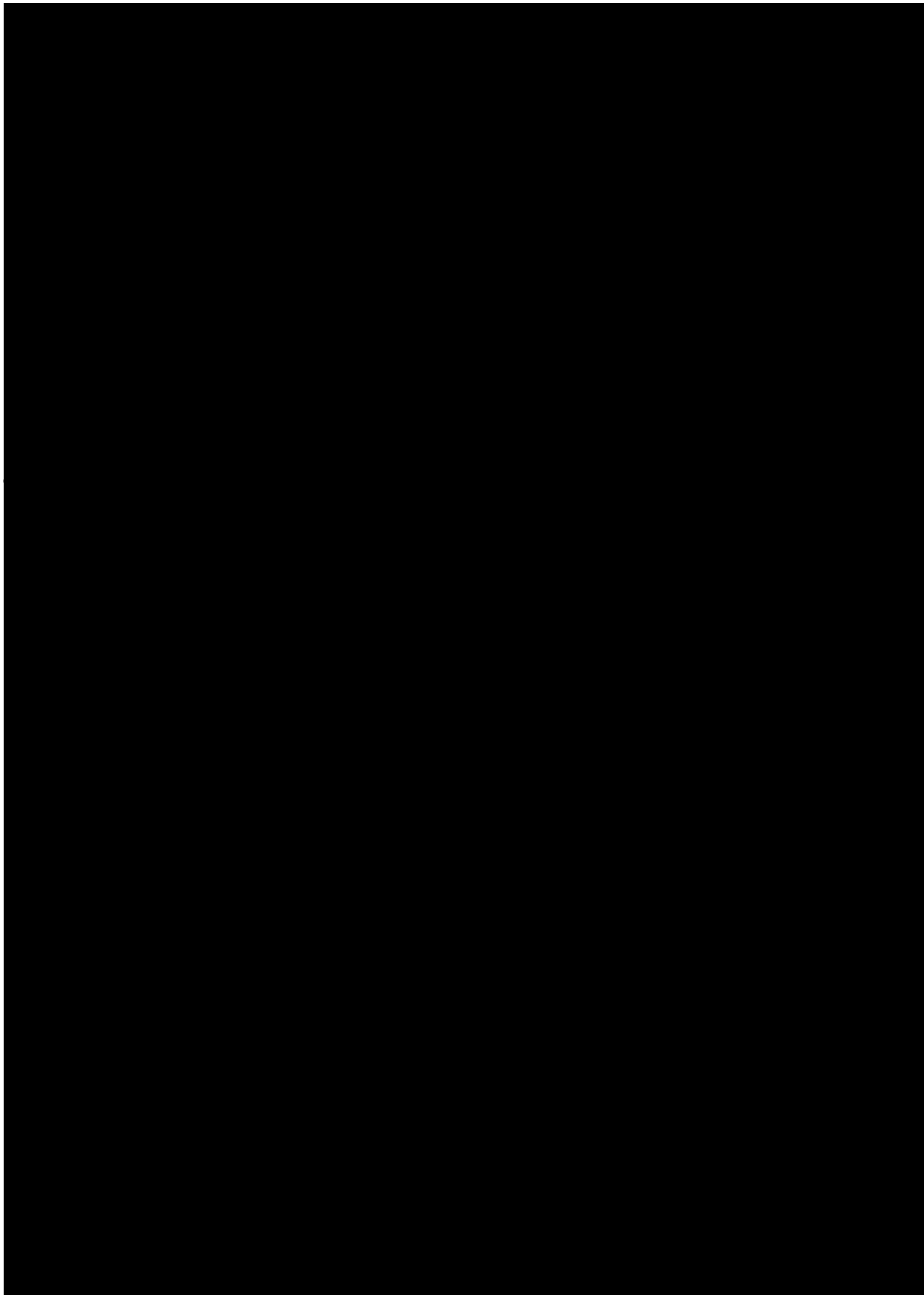


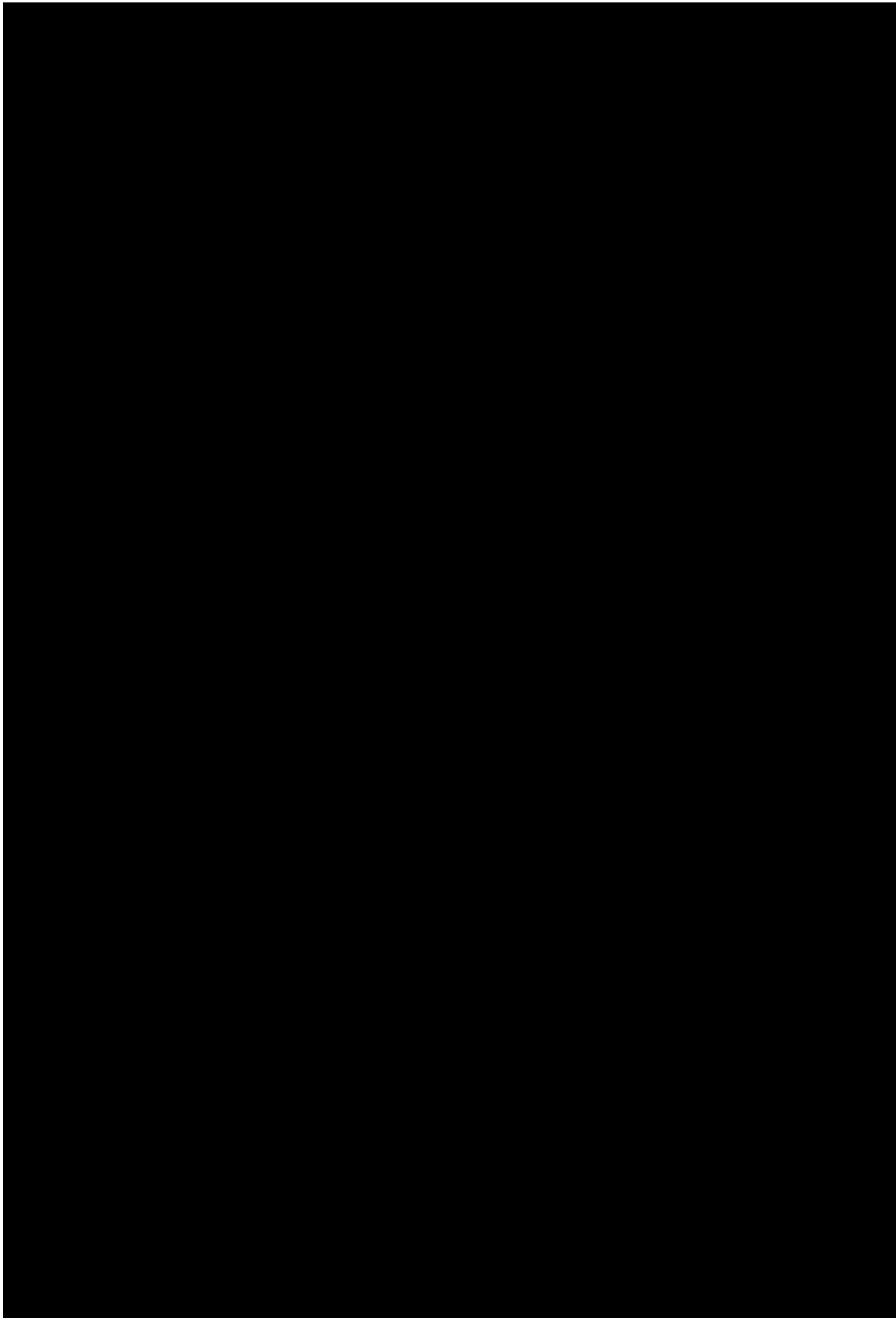


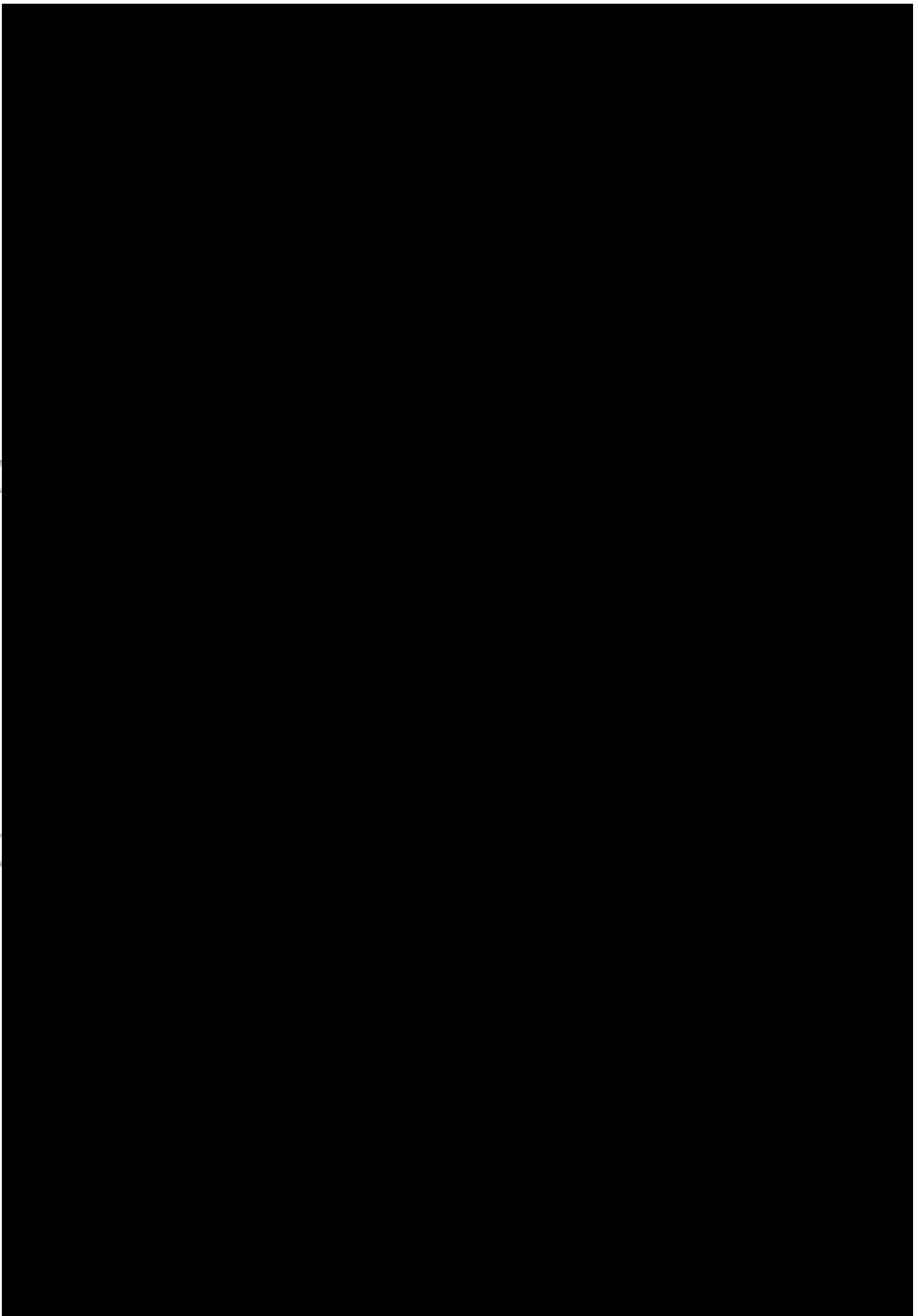


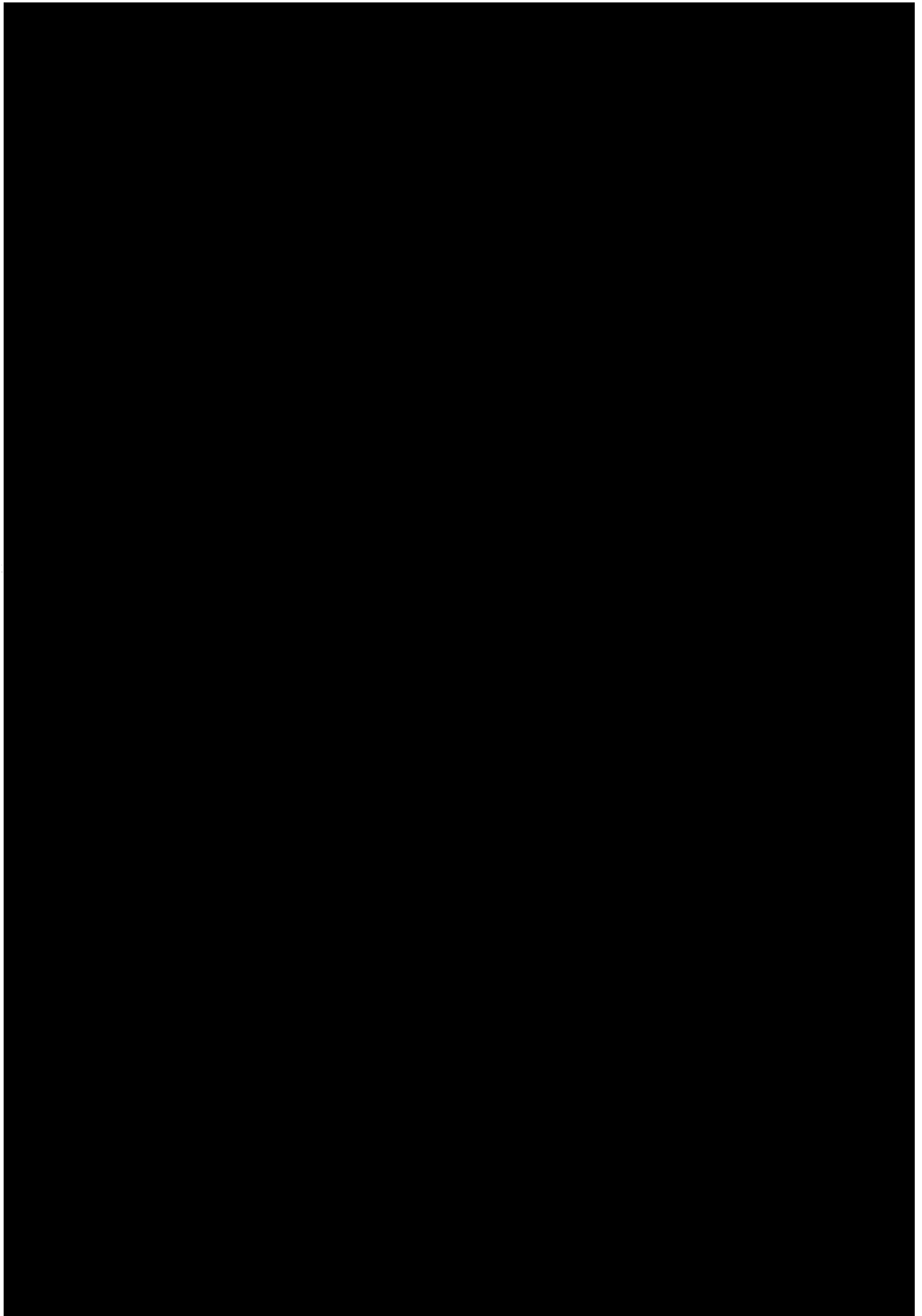


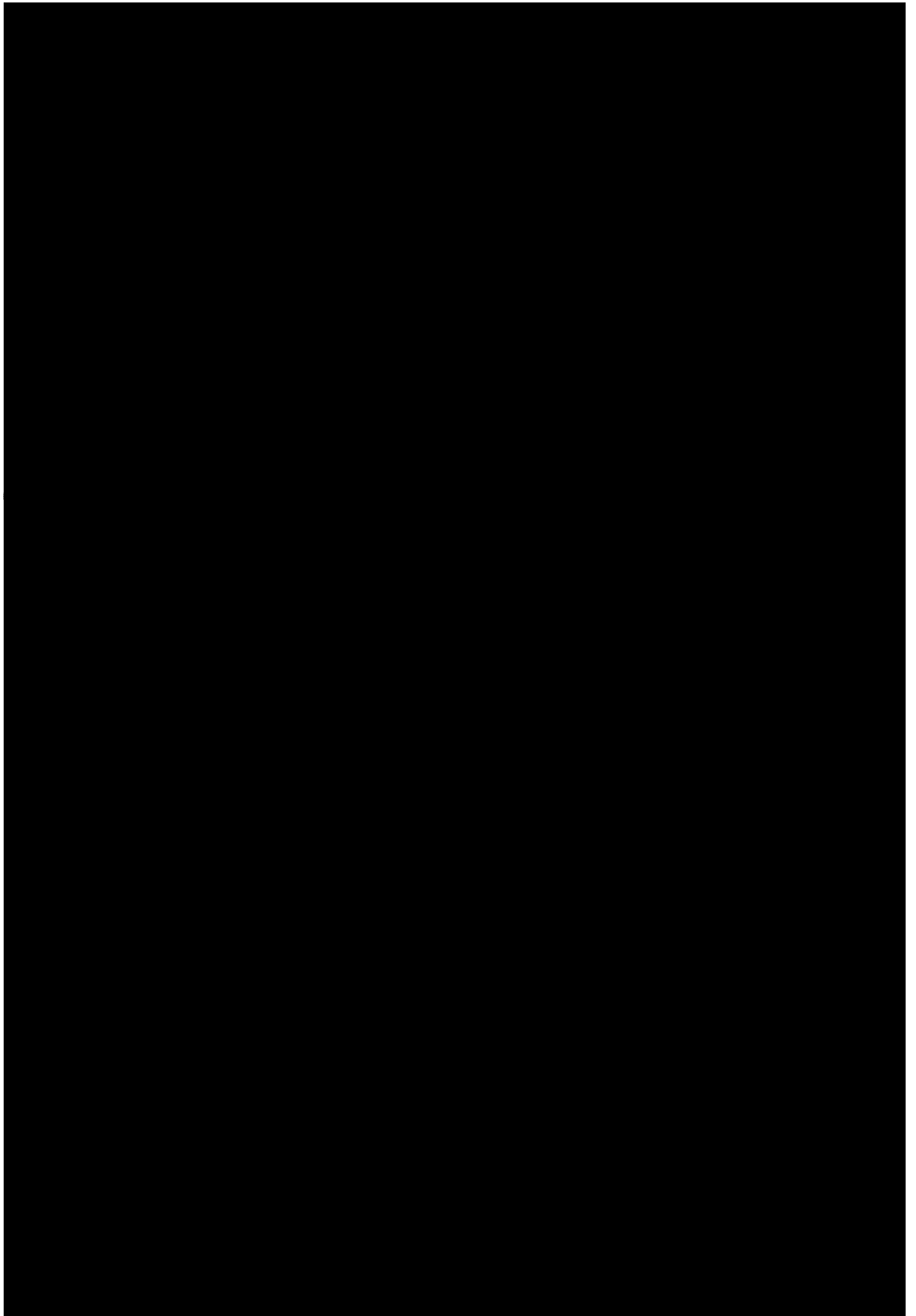




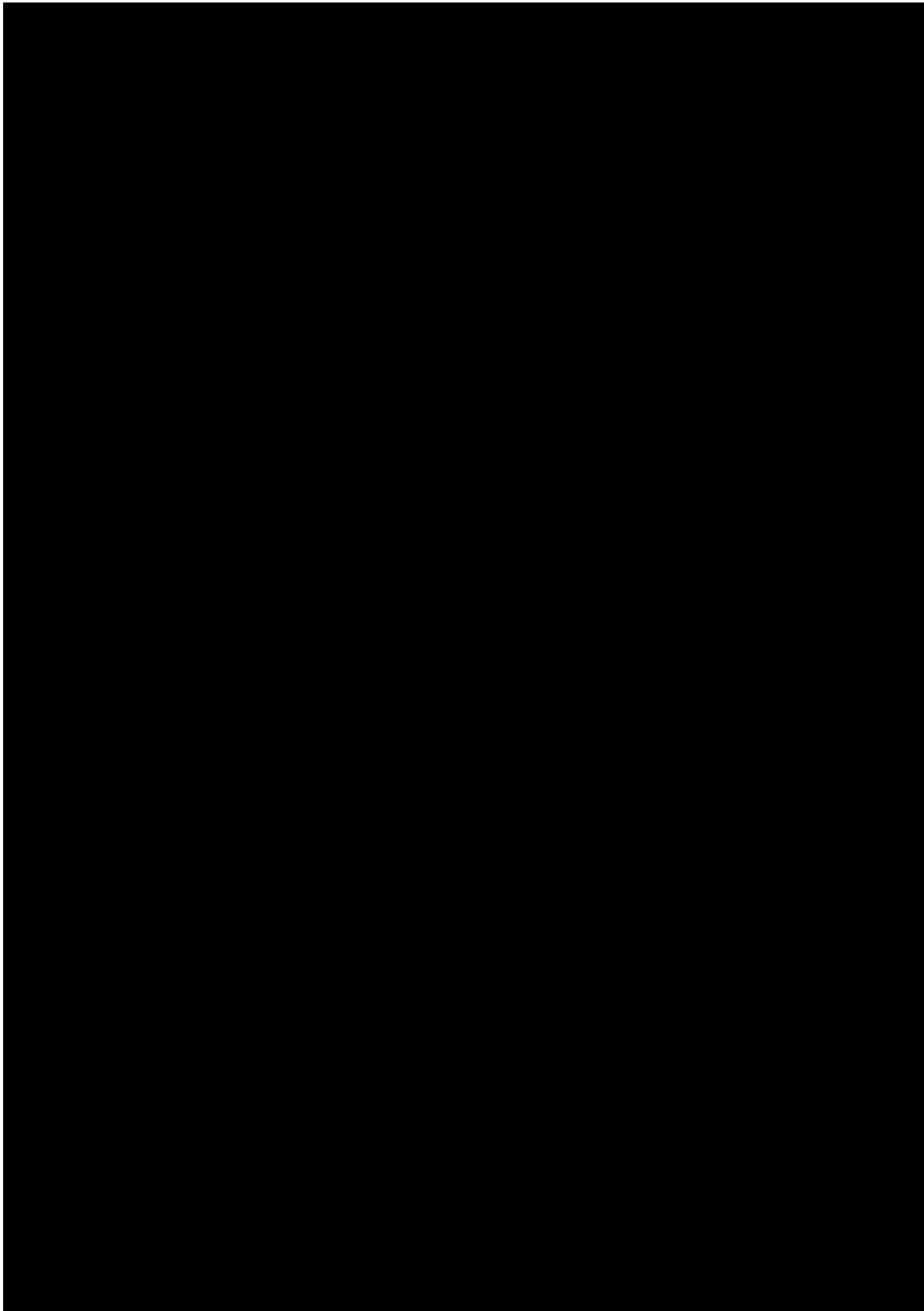


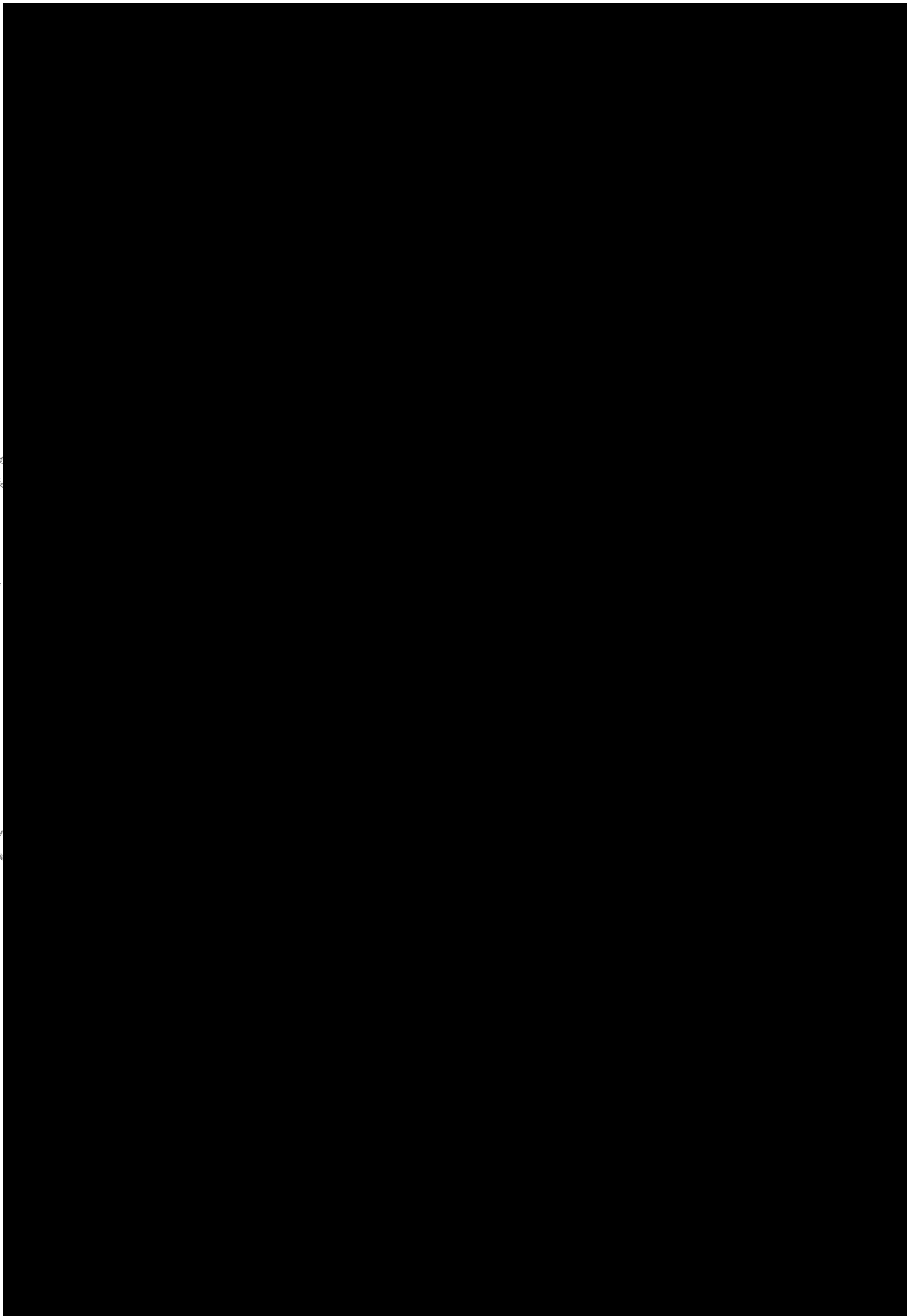


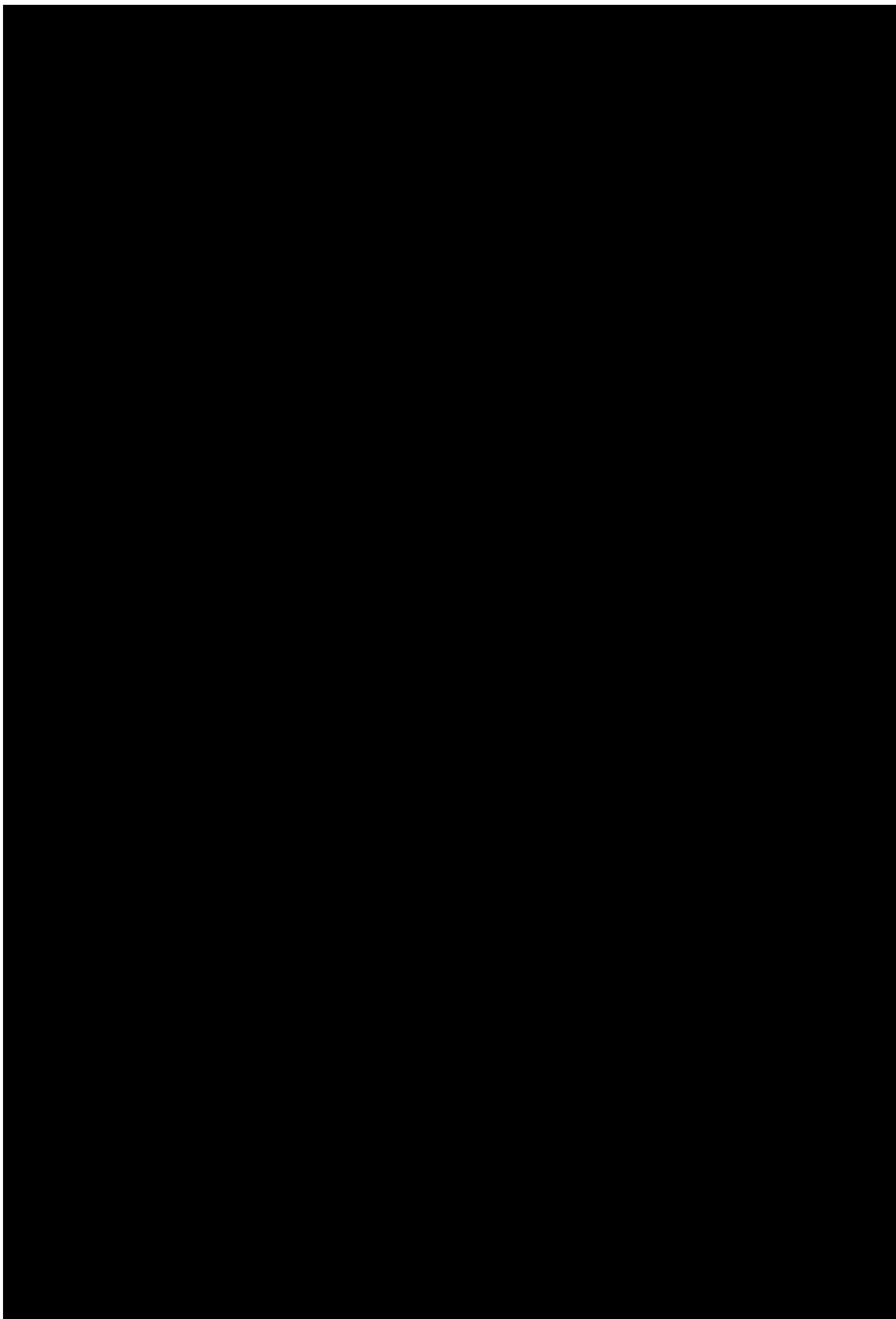


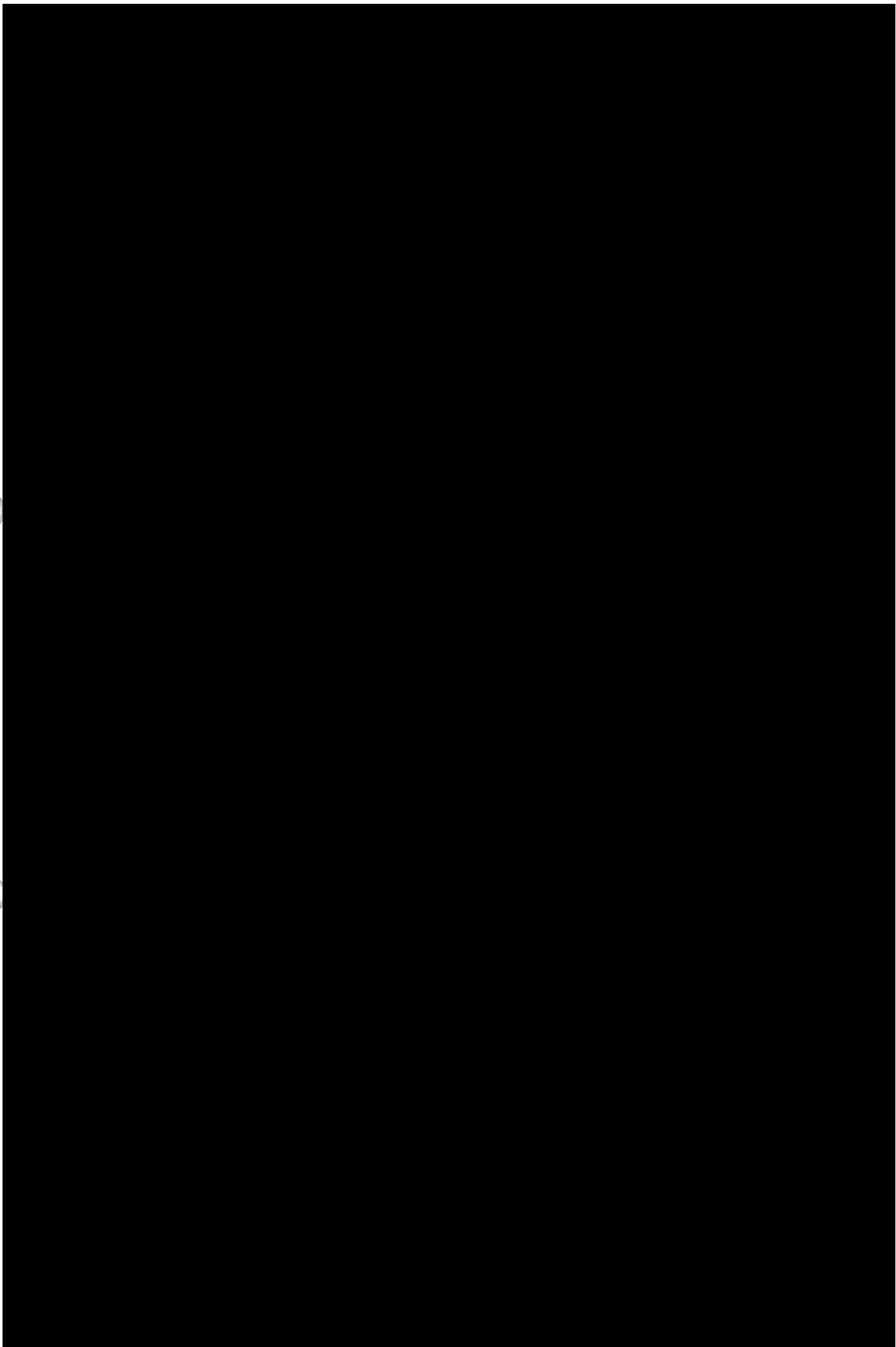


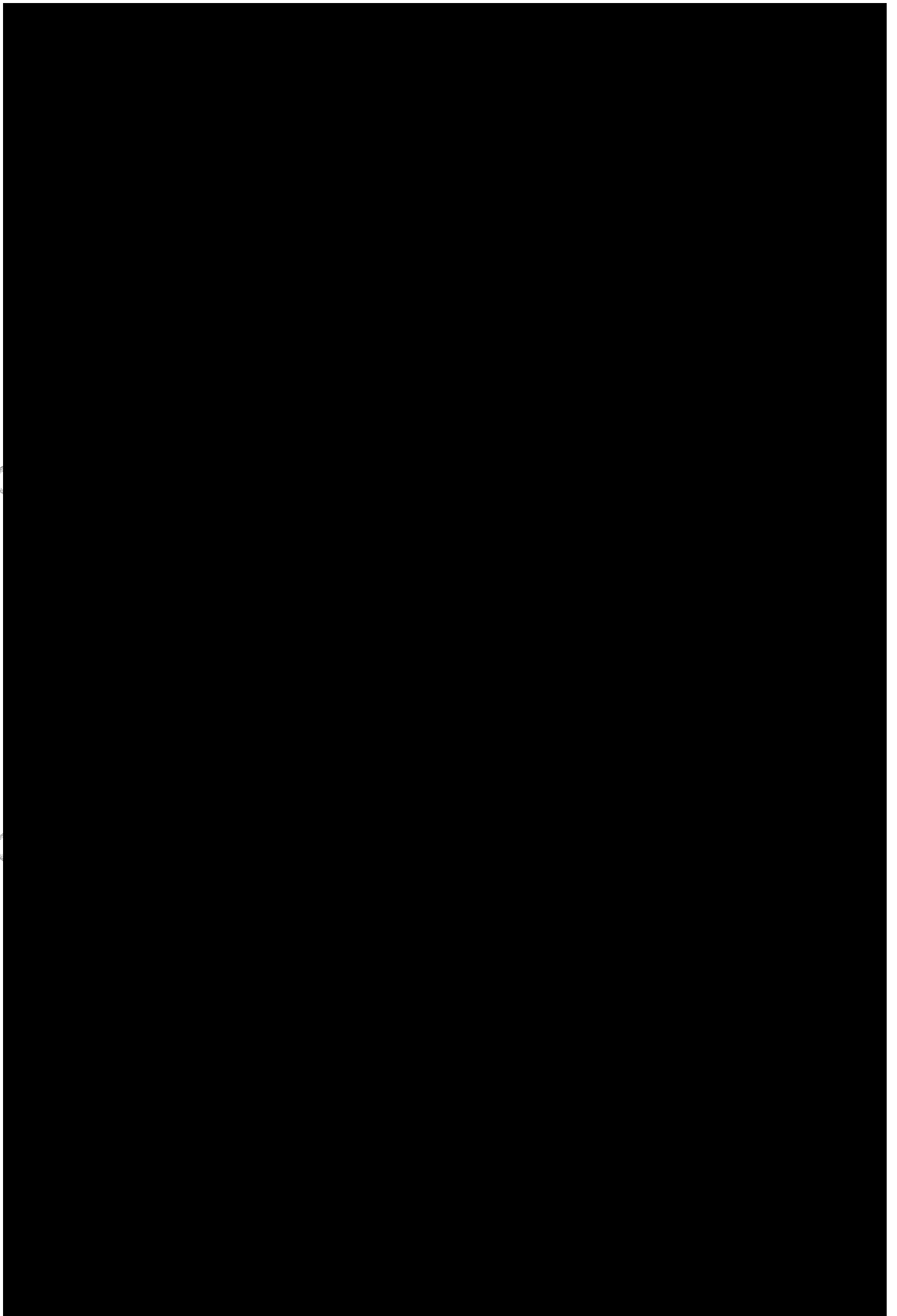


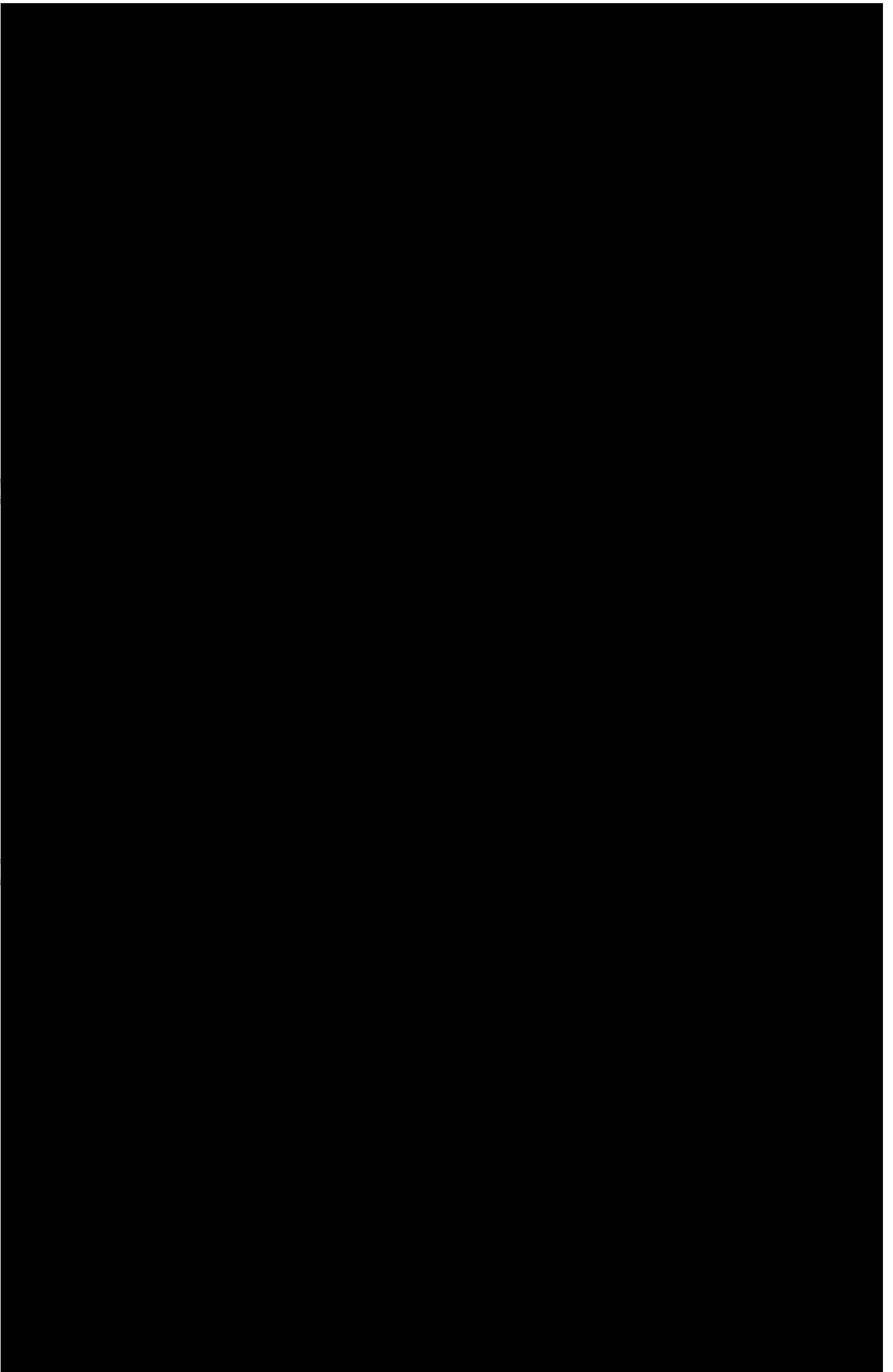




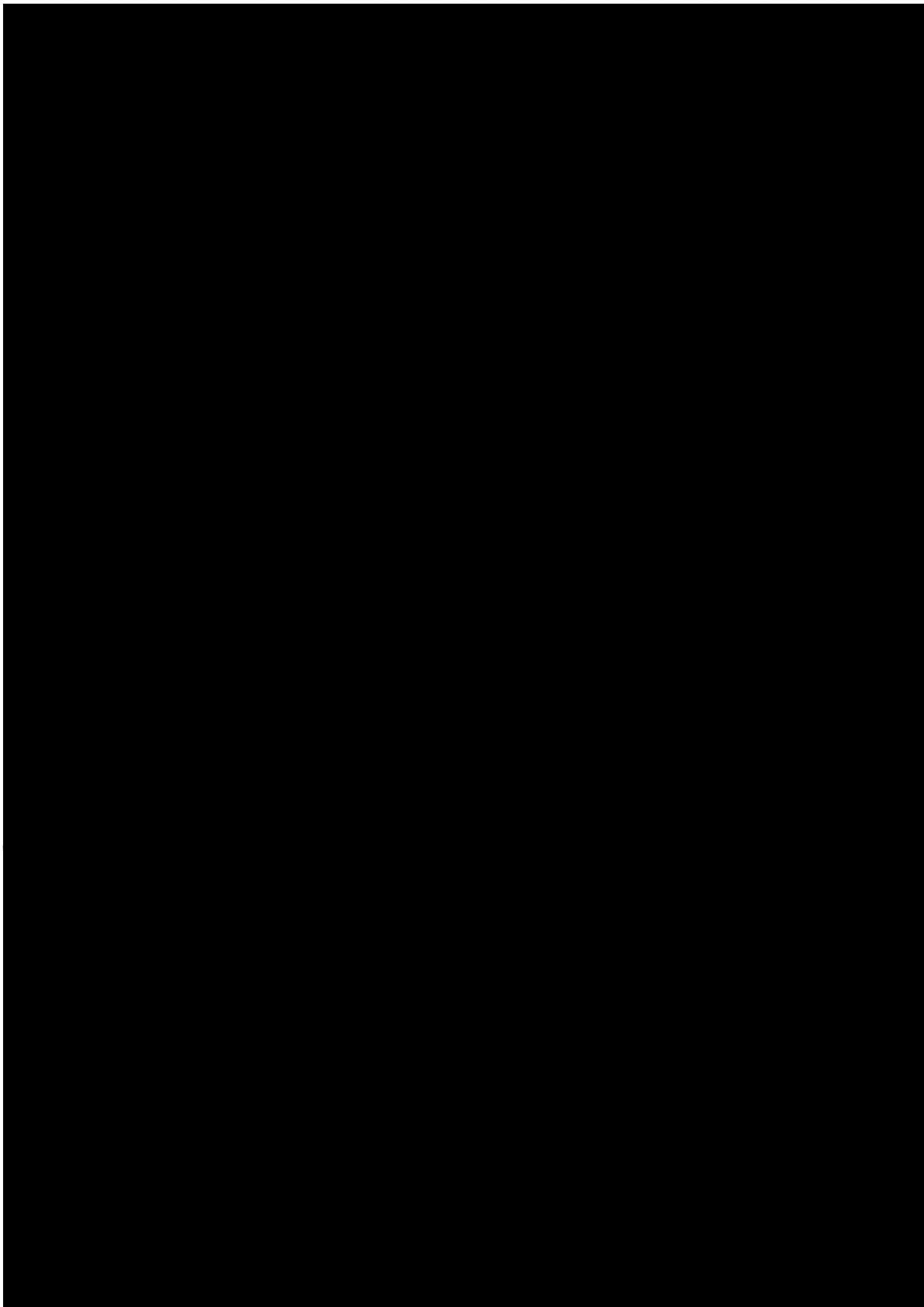




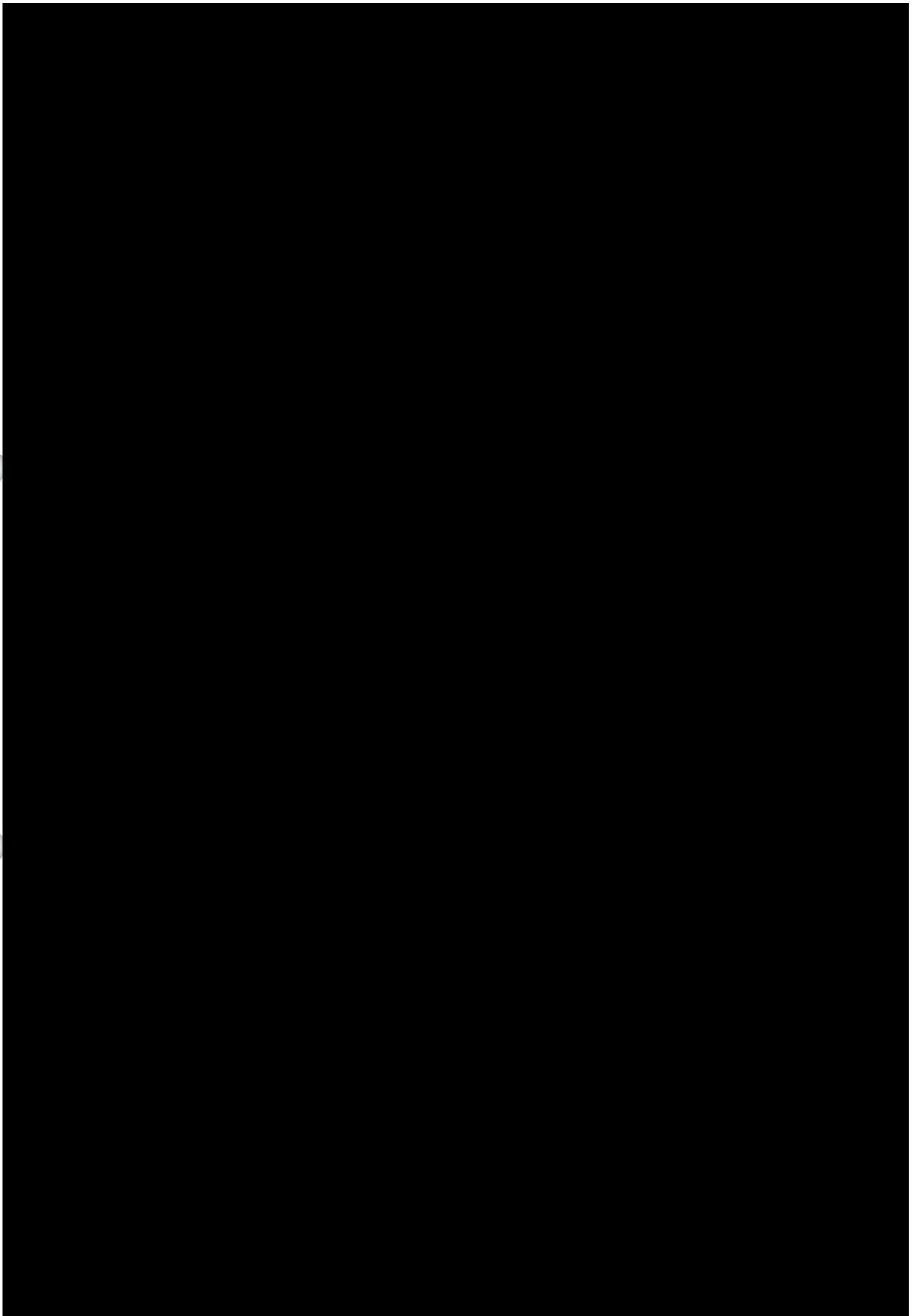










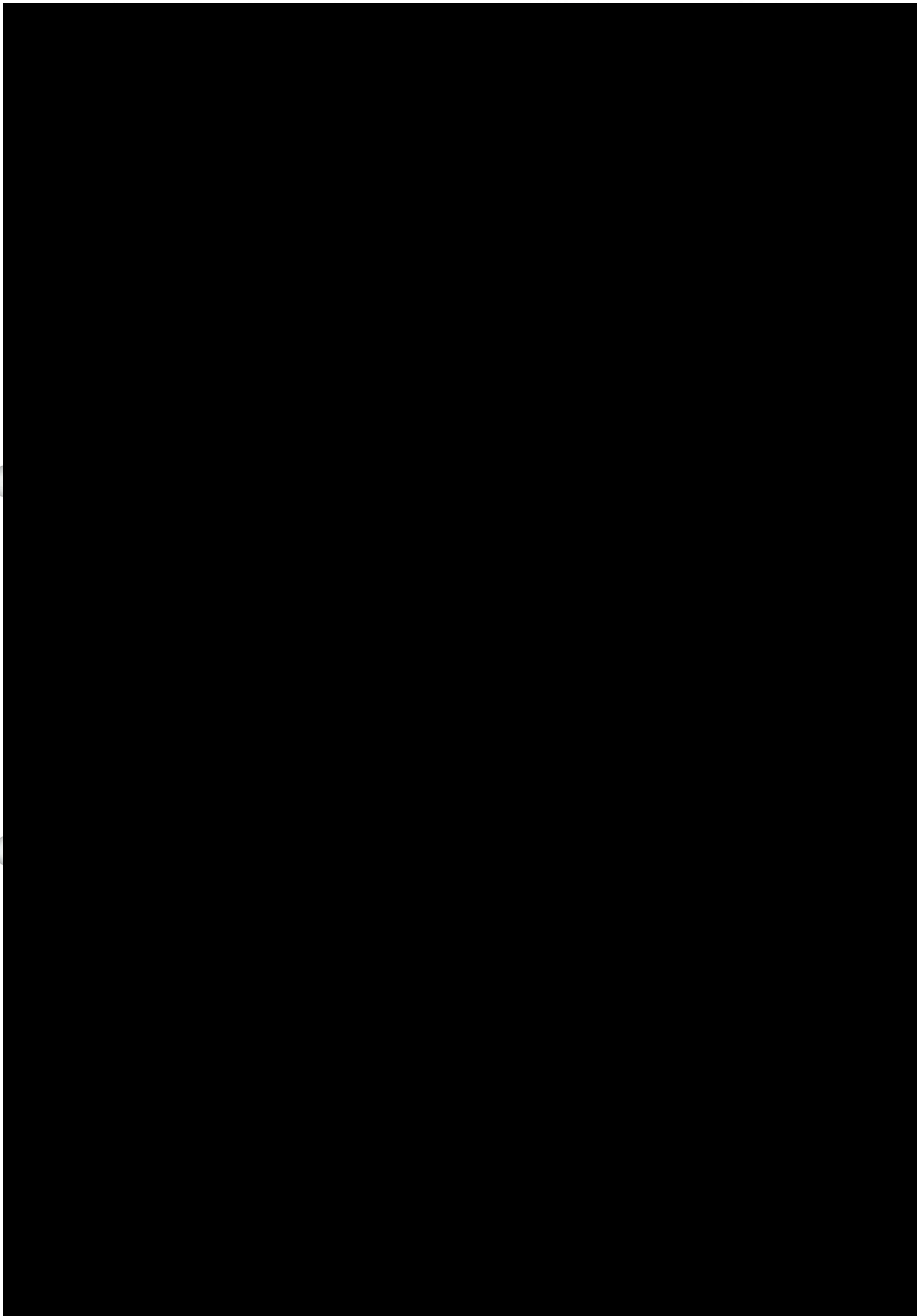


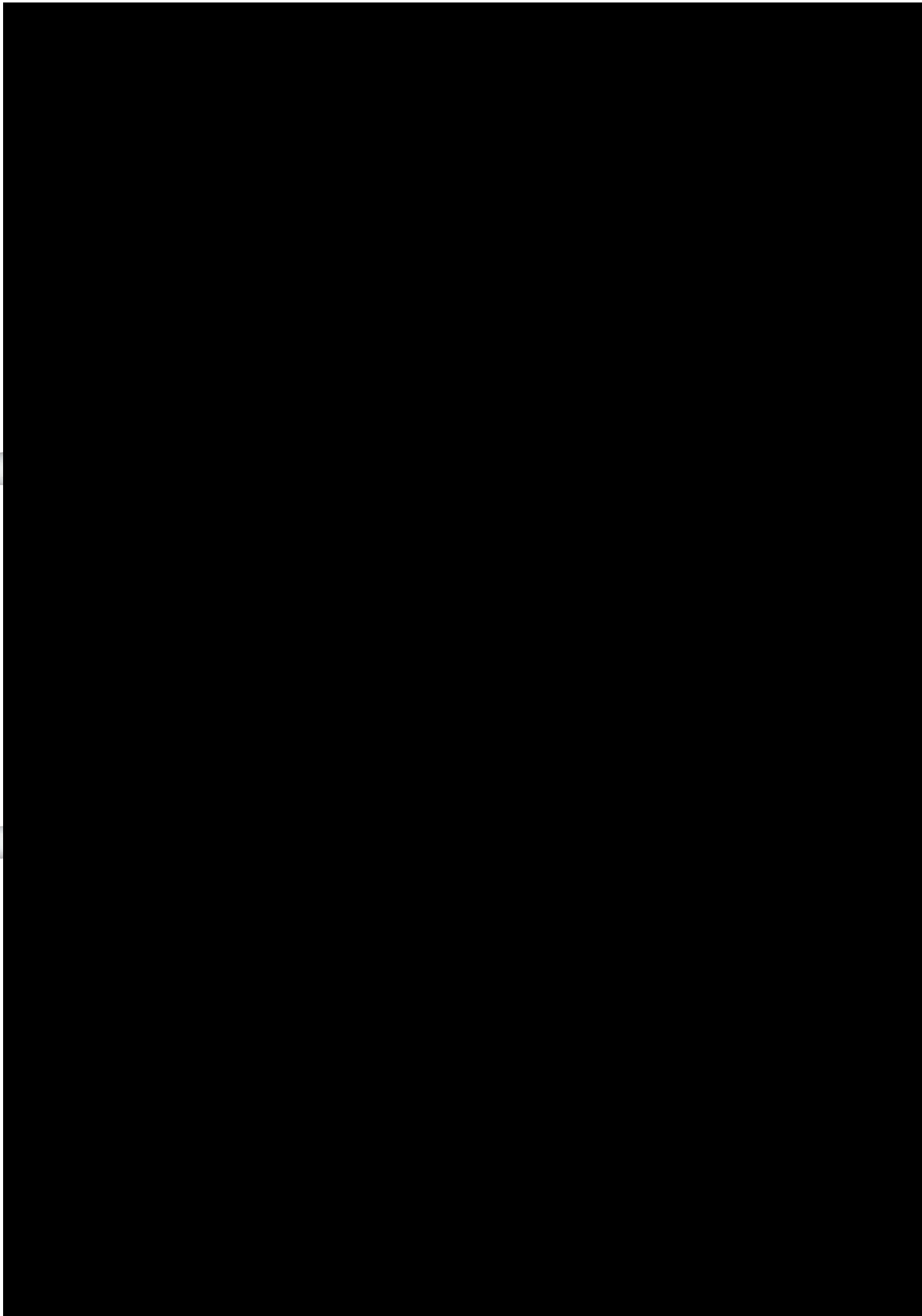




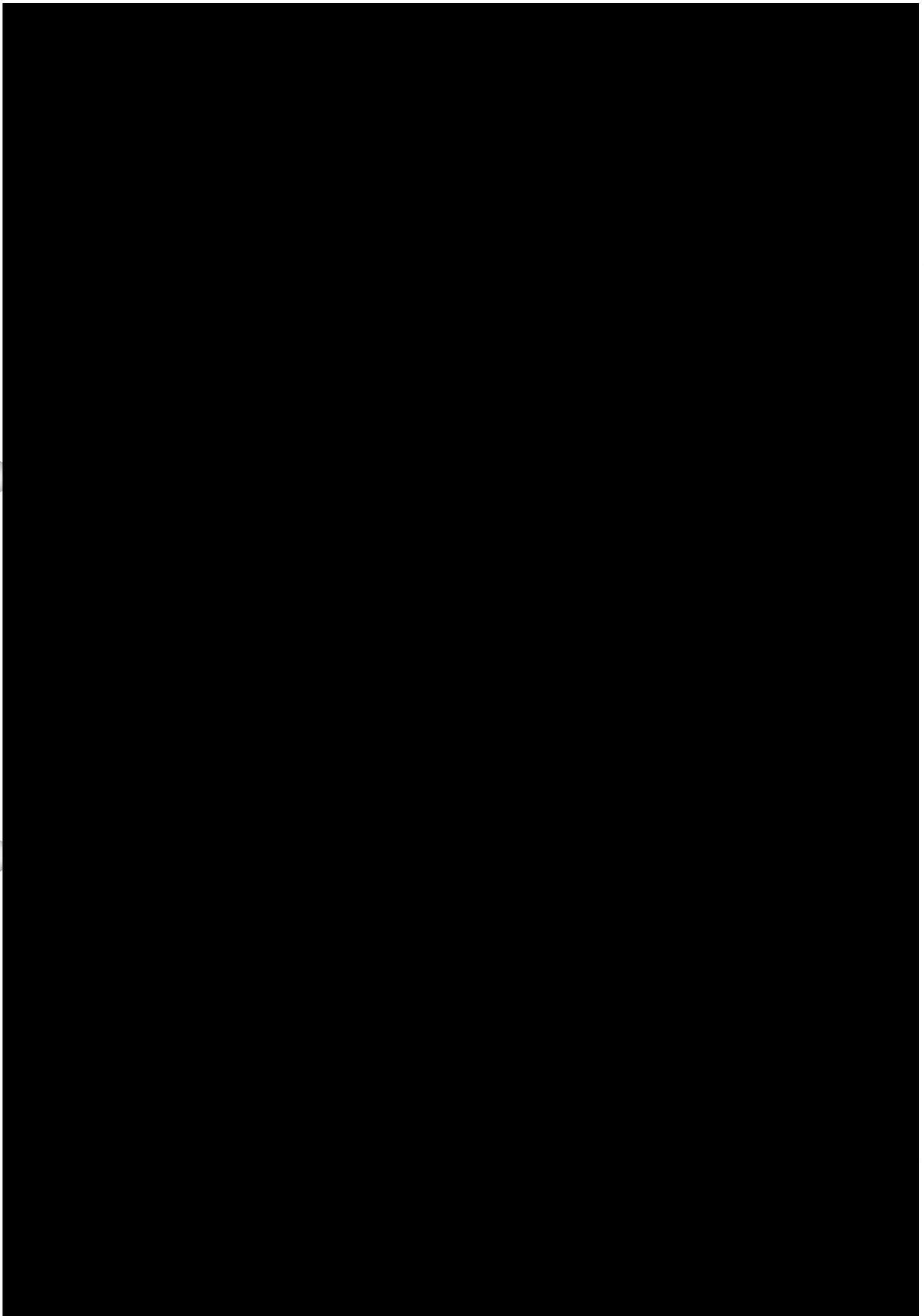


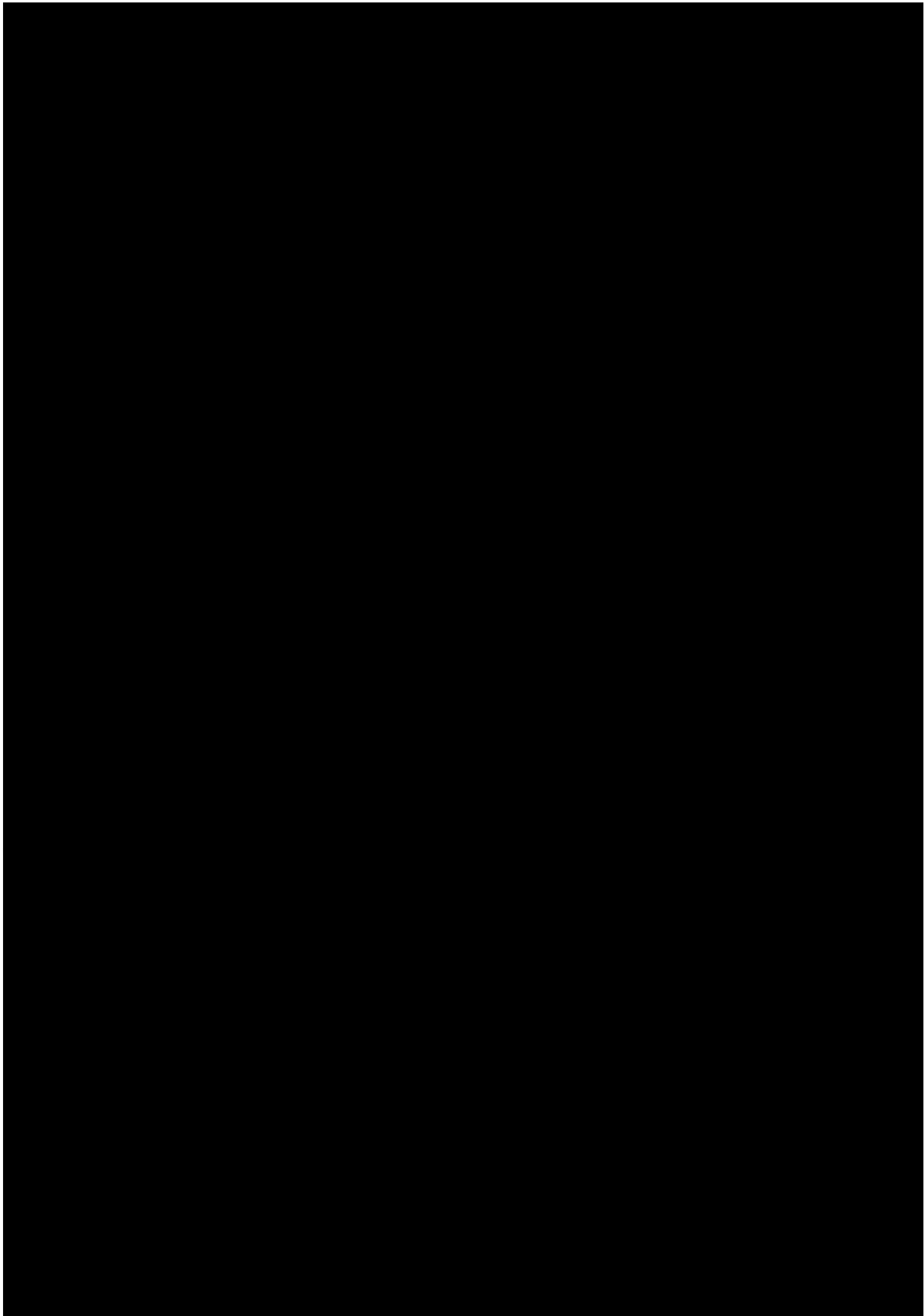




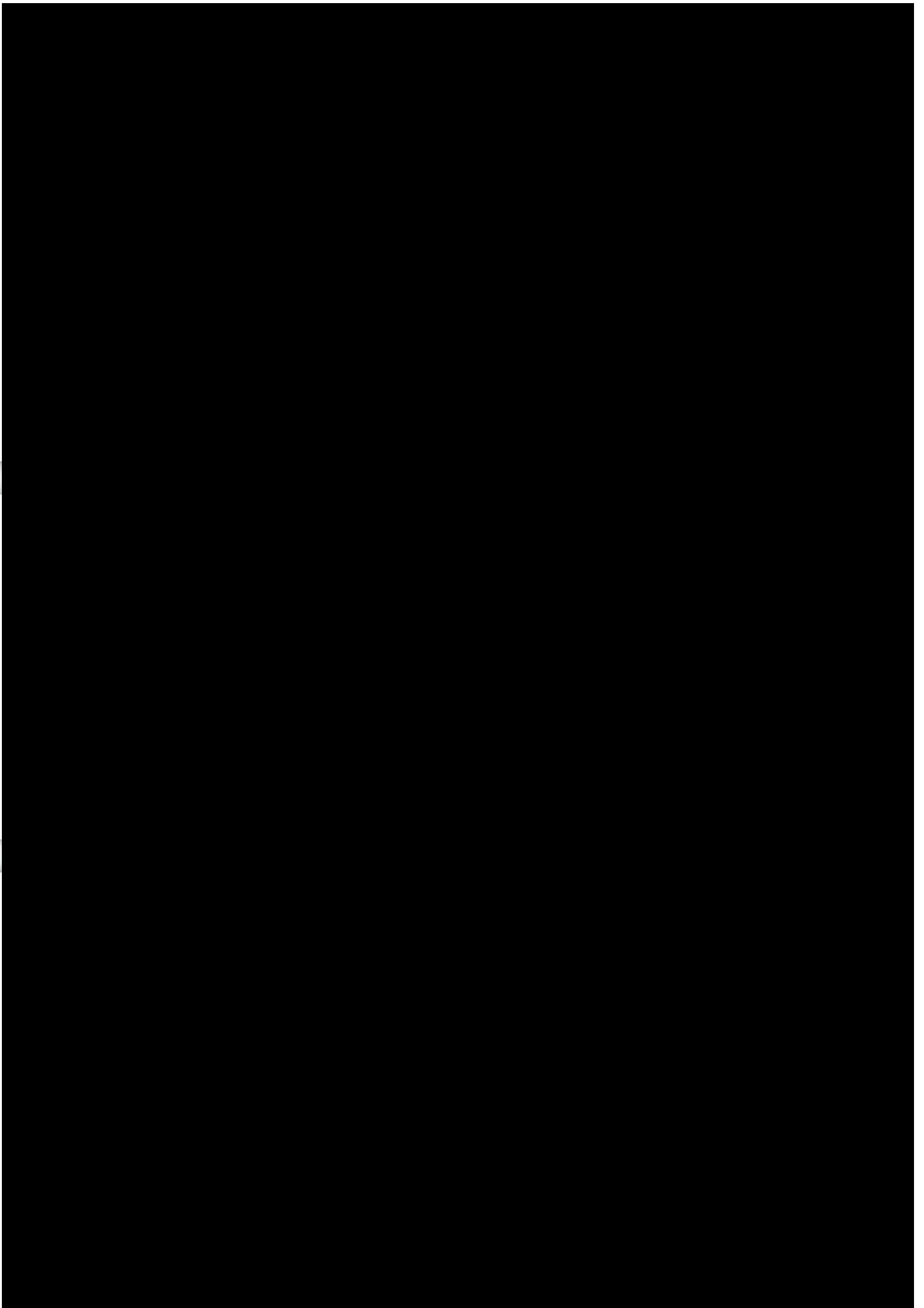




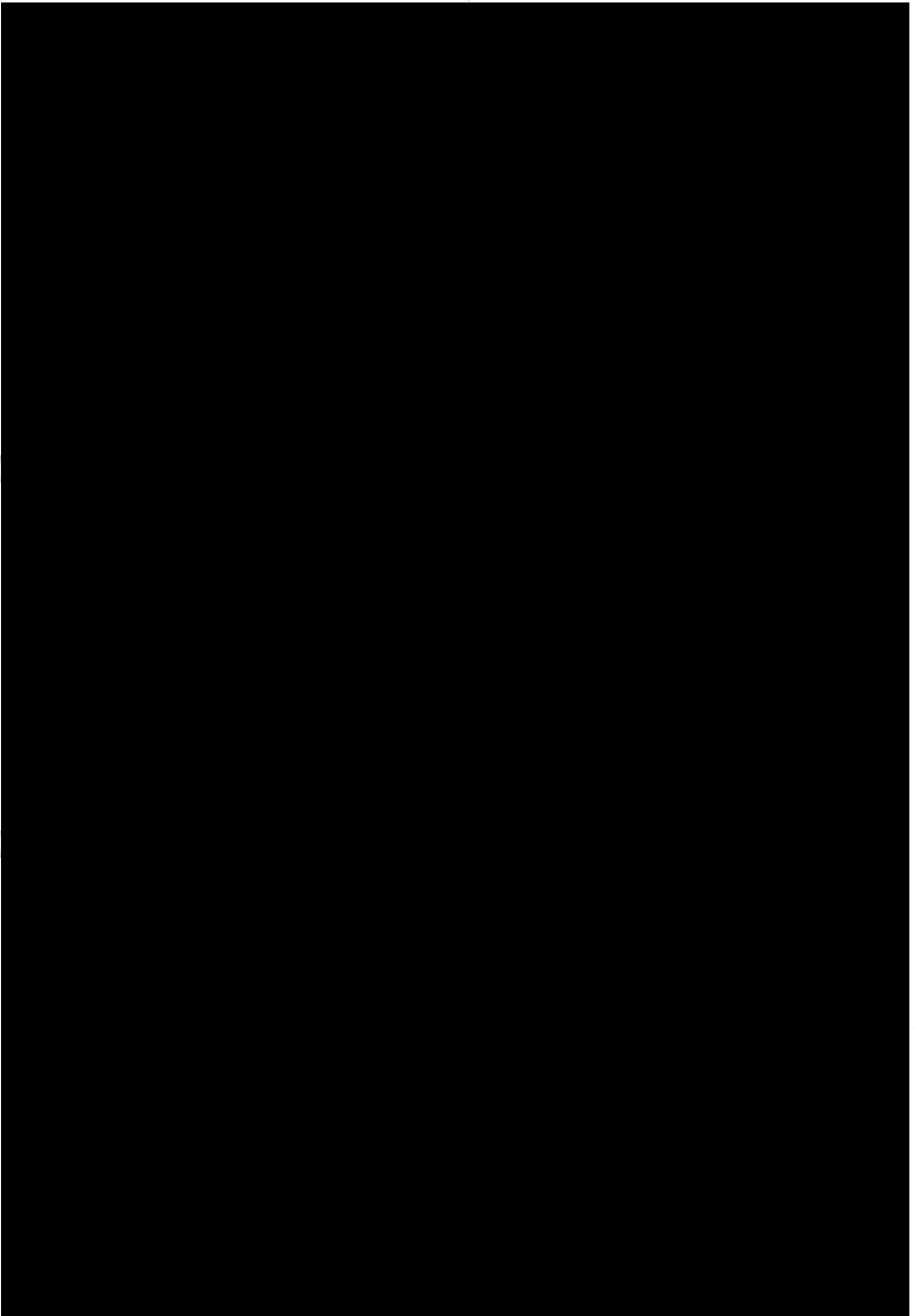


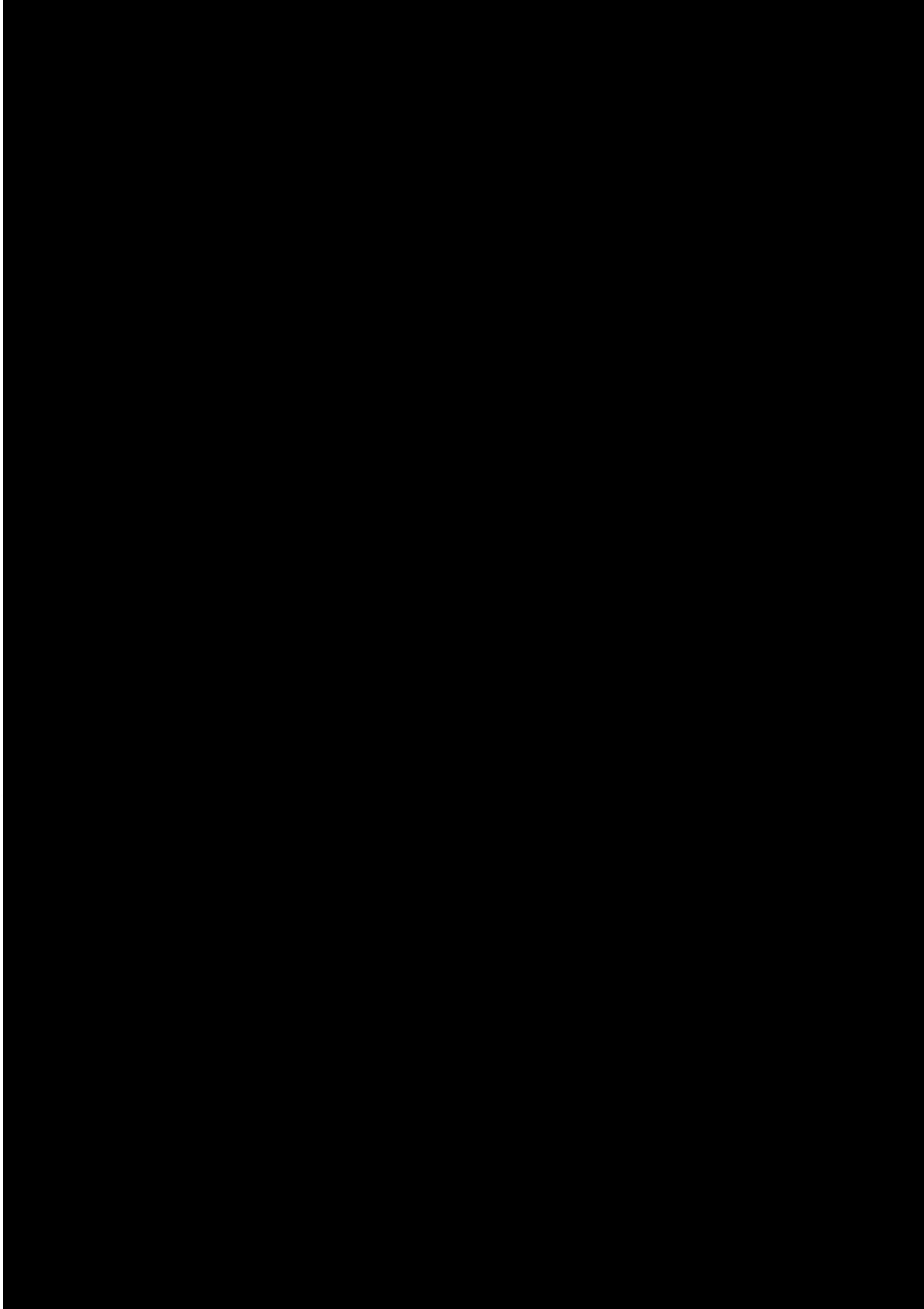




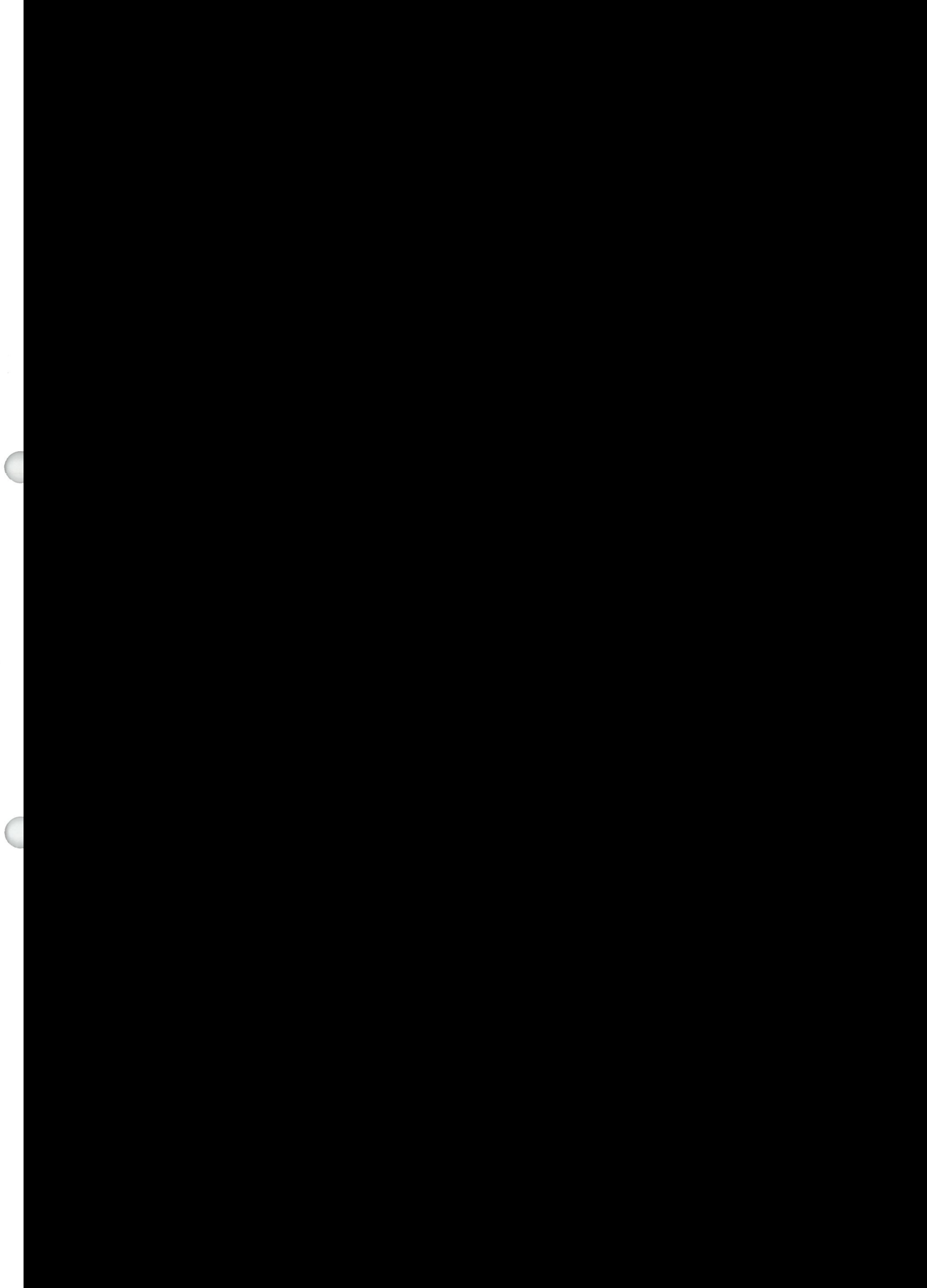


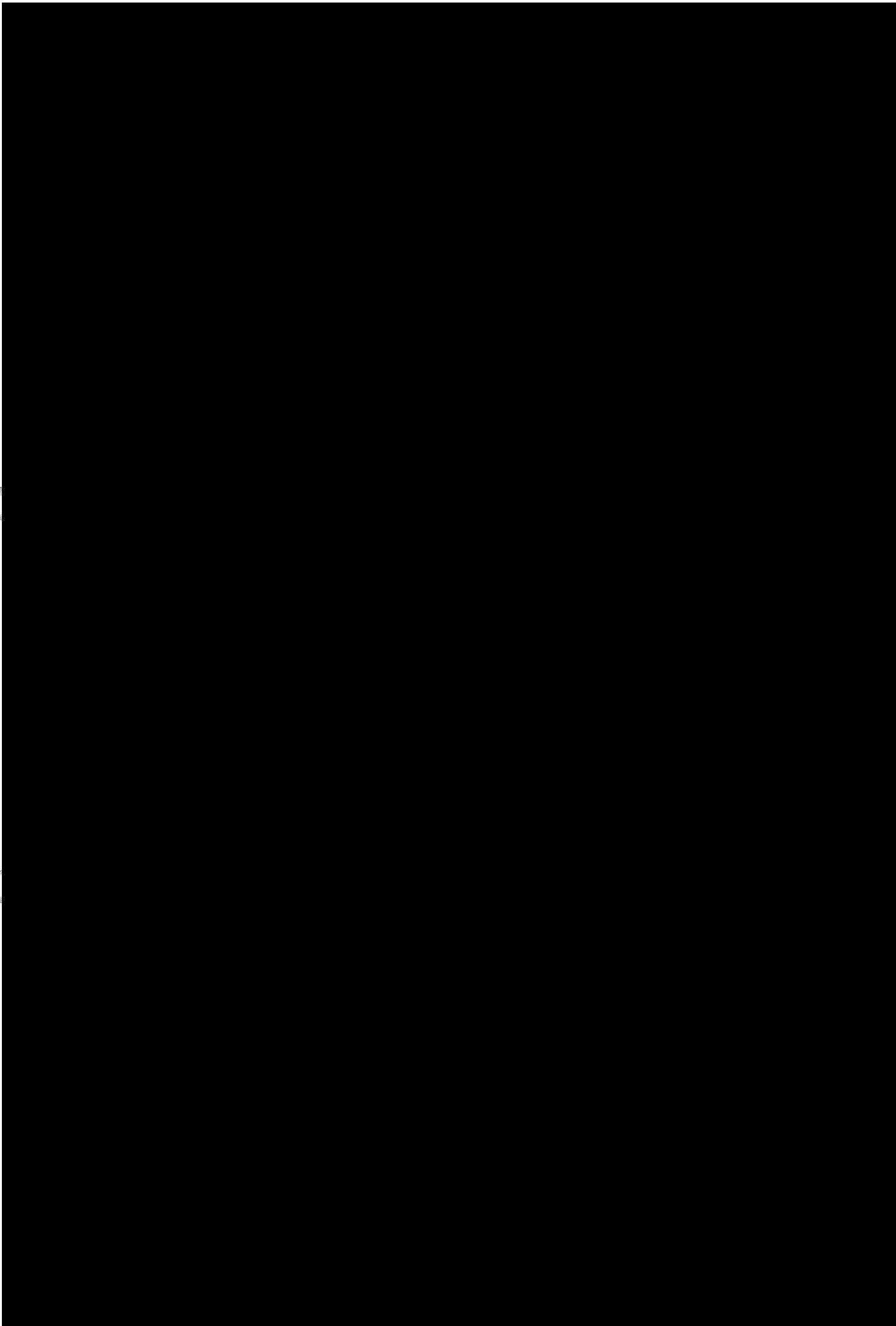


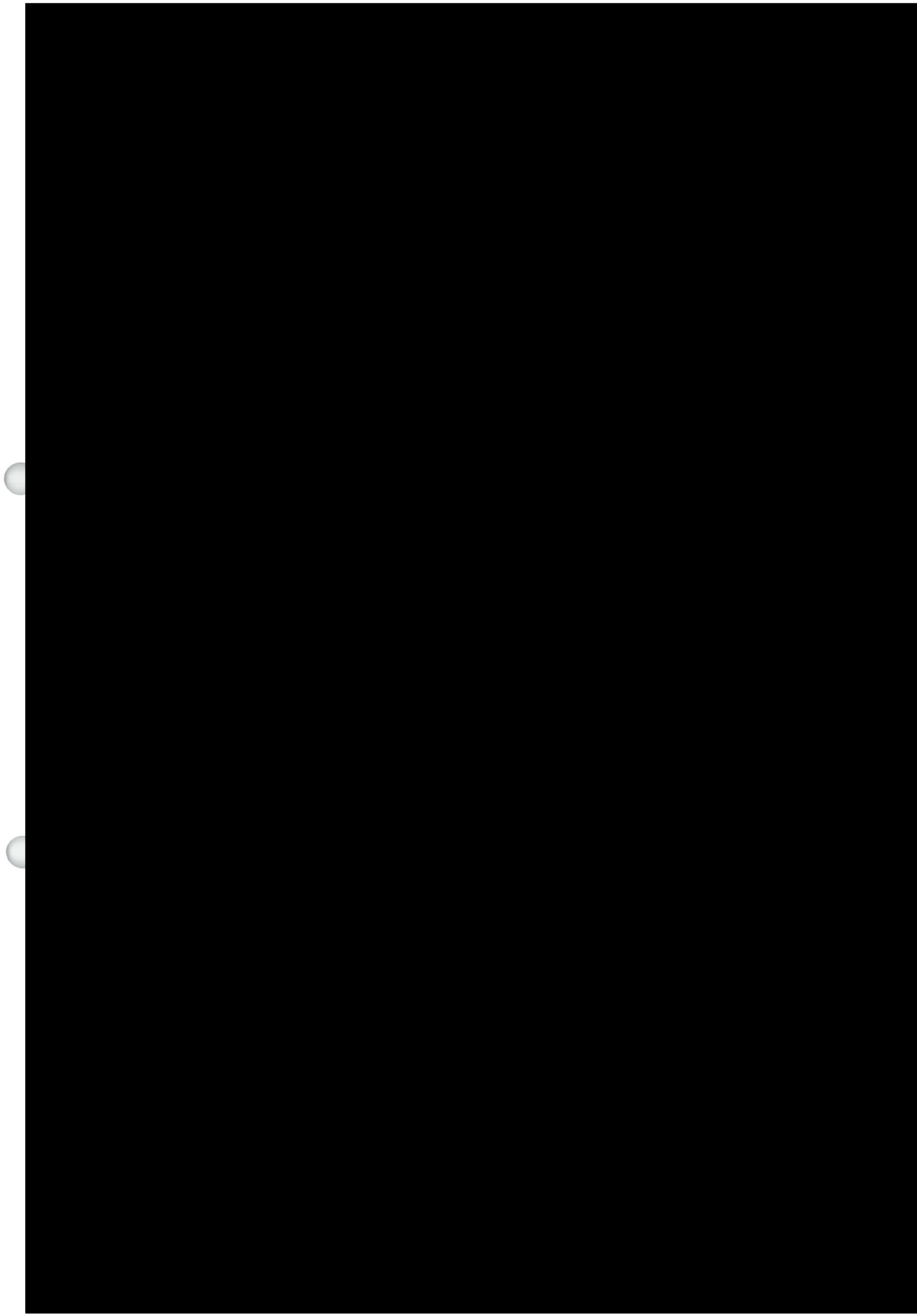


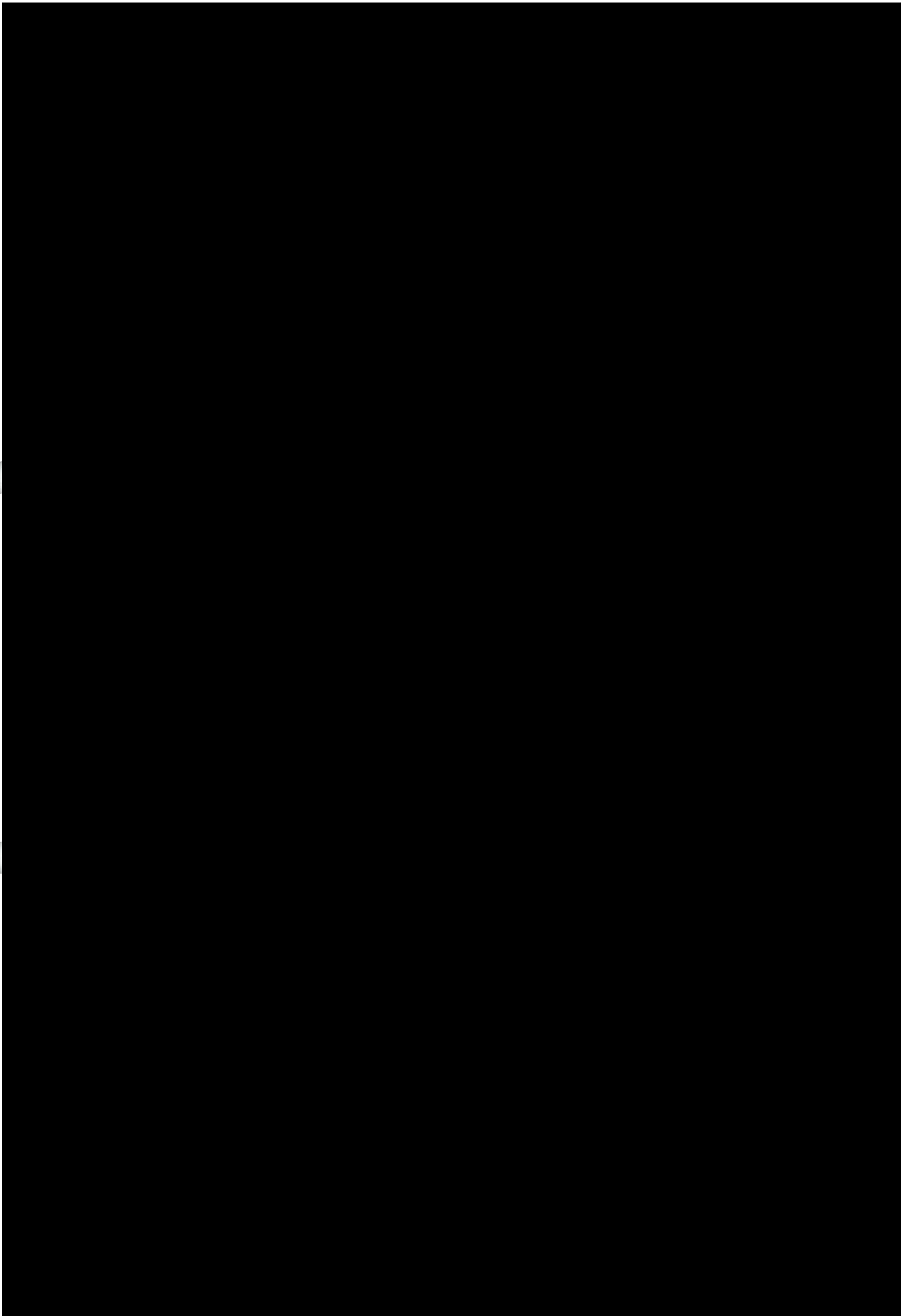














**ANNEXURE B
Information Documents**

The information set out in the table below, which was provided in the Sydney Metro City & Southwest – Martin Place Station – Stage 3 USP Data Room (**Data Room**), are Information Documents for the purposes of limb (a) of the “Information Documents” definition in this deed and are included in Schedule F1 as electronic files.

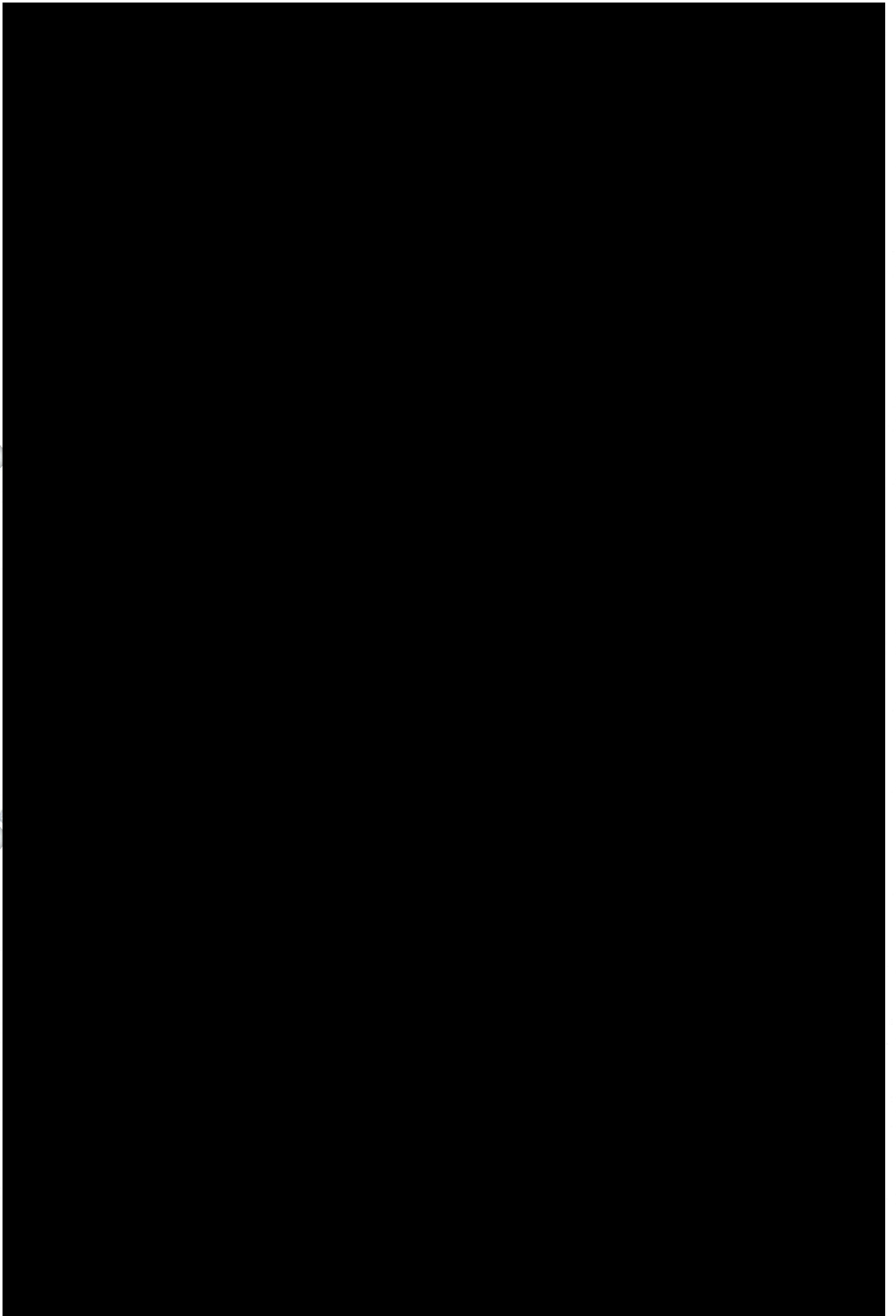
No.	Title of Information Document
1	Engineering Management (SM EM-MM-101) V3
2	Sydney Metro CAD-GIS-BIM Manual (SM EM-PW-304) V4
3	Sydney Metro EIR (SM EM-ST-203) V2.1
4	CMP SM-Sydney Trains Interface Sub-CCB (SM-EM-ST-214) V3
5	Sydney Metro Industry Curriculum (SMIC) Major Contracts Requirements (SM ES-FT-433) V4
6	Major Contracts Workforce Development Profile Template (SM ES-FT-435) NA
7	Sydney Metro City and Southwest Sustainability Reporting Template (SM ES-FT-439) NA
8	Sydney Metro Planning Approval Consistency Assessment Procedure (SM ES-PW-314) V2
9	Sydney Metro CEMF (SM ES-ST-204) V3.1
10	CSW Draft Sustainability Strategy (SM ES-ST-211) July 17-24
11	Principals General Specifications – G10 – Traffic and Transport Management (SM ES-ST-214) V0.2
12	Sydney Metro Audit & Assurance Standard (SM QM-ST-202) V4
13	Sydney Metro Overarching Community Communications Strategy (SM CE-ST-202) V5.4
14	Sydney Metro Program Safety Assurance Plan (SM PS-SG-001) V3
15	Sydney Metro Principal Contractor Health and Safety Standard (SM PS-ST-221) V4
16	Sydney Metro Chain of Responsibility Standard (SM PS-ST-222) V2
17	Sydney Metro Risk Management Standard (SM RM-ST-201) V4
18	CSW Environmental Reporting Template (SM ES-FT-421) NA
19	CSW Workforce Development Report Template (SM ES-FT-423) NA
20	Aboriginal Participation Plan Template (SM ES-FT-426) NA
21	Aboriginal Participation Report Template (SM ES-FT-427) NA

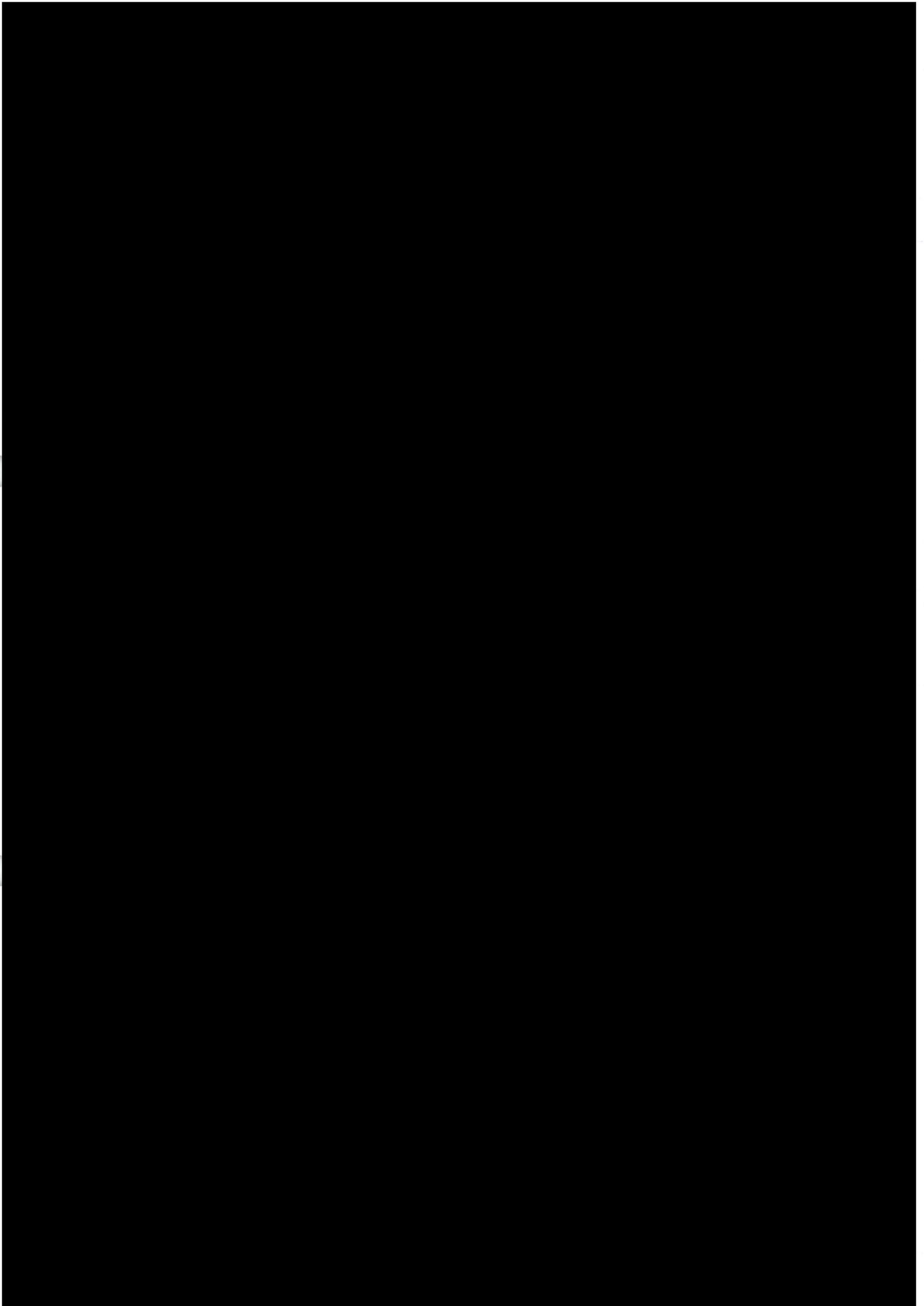
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22	Training Needs Analysis Template (SM ES-FT-432) NA
23	Sydney Metro Environment and Sustainability Policy (SM ES-MM-102) NA
24	Environmental Incident Classification Procedure (SM ES-PW-303) V4
25	Water Discharge and Reuse Procedure (SM ES-PW-309) V2
26	CSW Construction Noise Vibration Strategy (SM-ES-ST-210) V3
27	Sydney Metro Brand Guidelines March 18
28	Sydney Metro Climate Resilience Report (NWRLSRT-PBA-SRT-SU-REP) C
29	Sydney Metro Construction Complaints Management System (SM-17-00088079) V6.3
30	Sydney Metro Construction Traffic Management Framework V4.5
31	TfNSW Aboriginal Participation in Construction (APIC) Policy June 18
32	Not used
33	Air Emission Data Collection Workbook (TfNSW 9TP-FT-439) NA
34	TfNSW Climate Risk Assessment Guidelines (TfNSW 9TP-SD-081) V3
35	TfNSW Carbon Estimate Reporting Tool Guide (CERT) NA
36	TfNSW Carbon Estimate Reporting Tool (CERT) V1.1
37	TfNSW Use of Social Media Policy (online) (TfNSW CP13003.1) V1.4
38	TfNSW Editorial Style Guidelines (online) June 18
39	Sydney Metro Chatswood to Sydenham Design Guidelines (SRT-UD-REP0000003) E
40	TfNSW Ticketing Self Service Machines Placement Principles (A4683915) V1.2
41	Green Building Council of Australia GS Design & As-Built Sydney Metro Rating Tool Technical Manual – (21072017) NA
42	Wayfinding Planning Guide Sydney Metro V3
43	Northwest Climate Change Risk Assessment and Adaption Study OTS (PIMS-SP-18/03) B
44	TfNSW Safety Change Management Standard (20-ST-006) V4
45	
46	Sydney Metro Customer Centred Design Guidebook V1

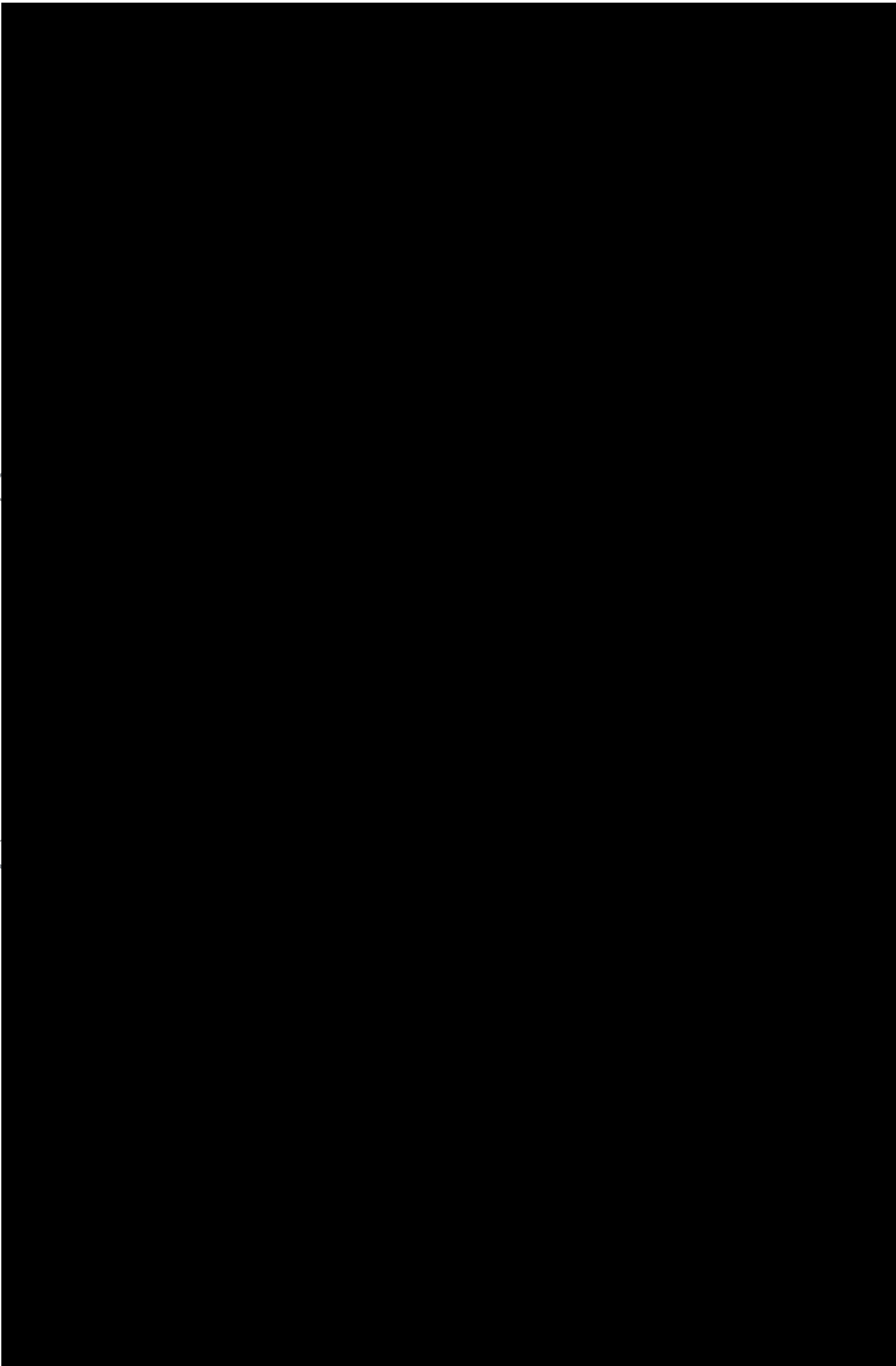
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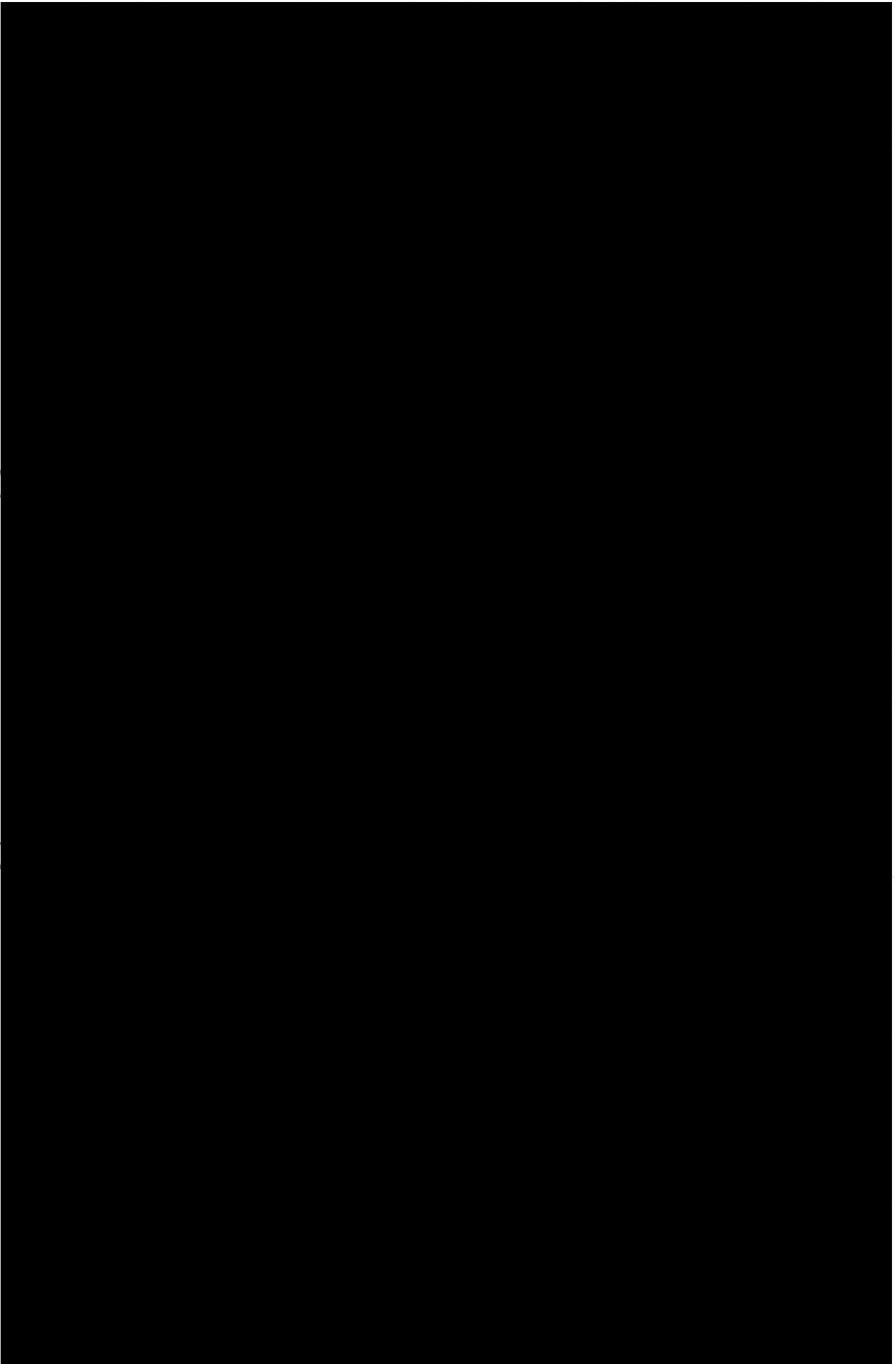
ANNEXURE C
Draft DSI Contract

Part A: Draft DSI Contract

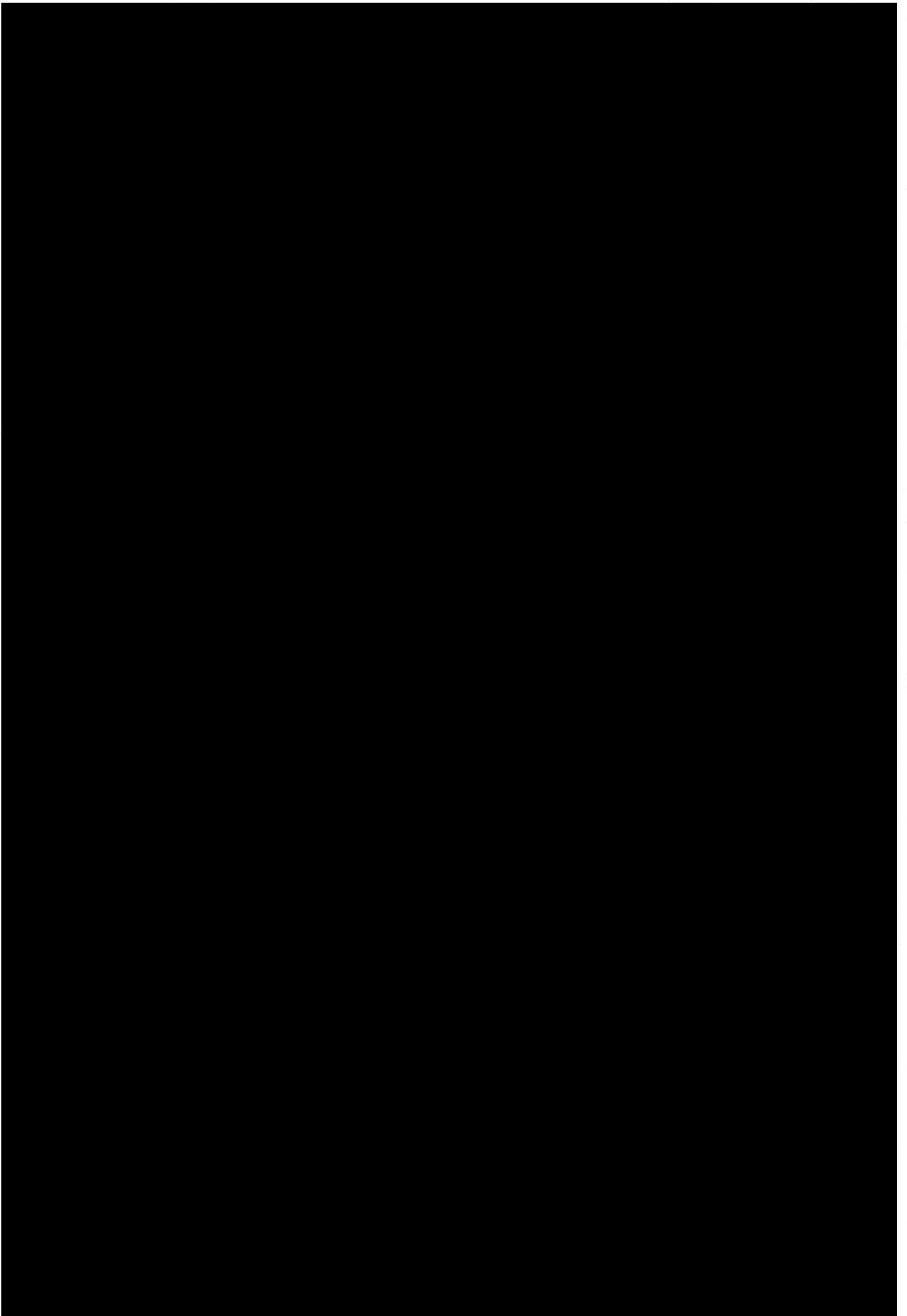




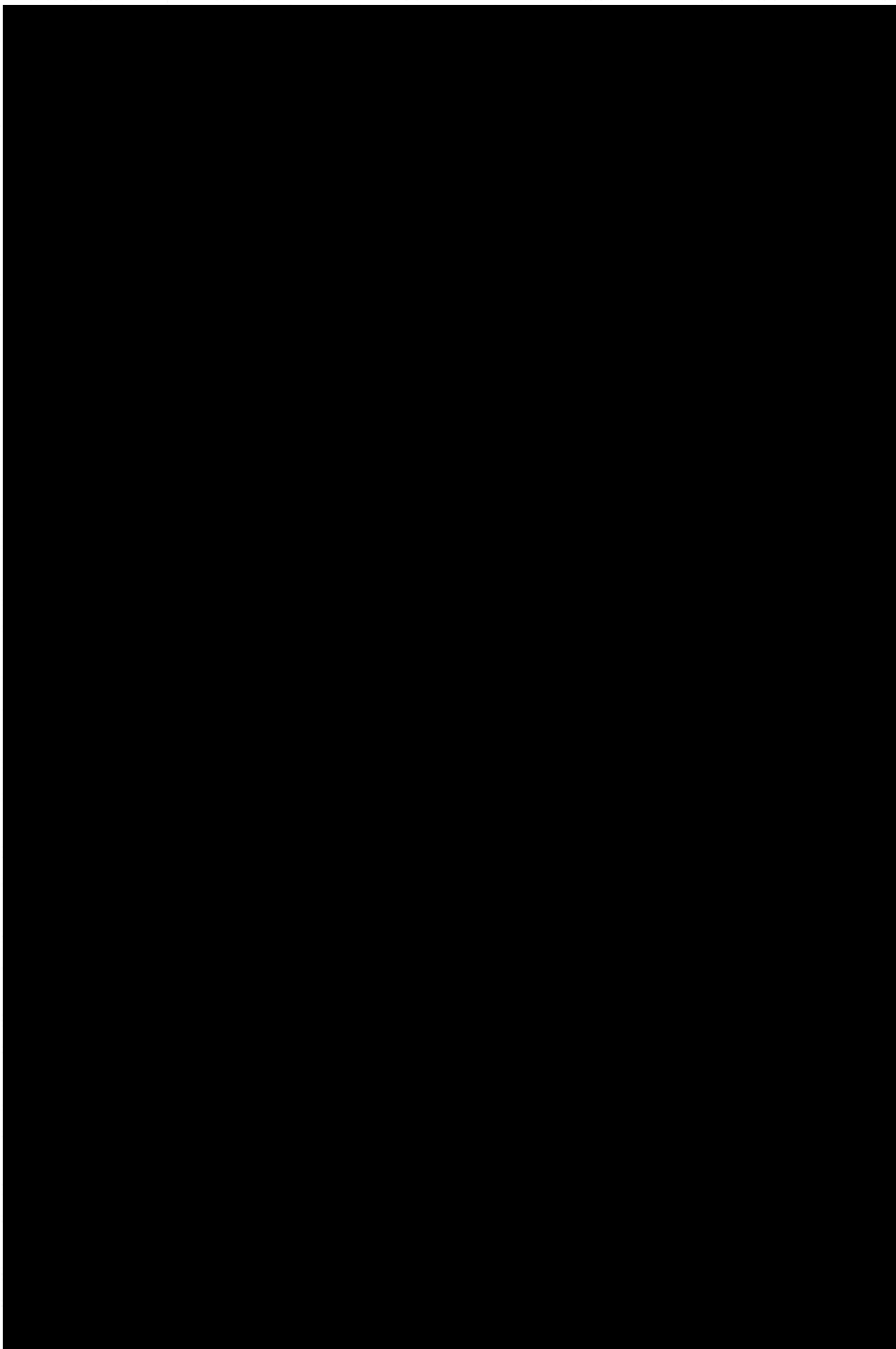


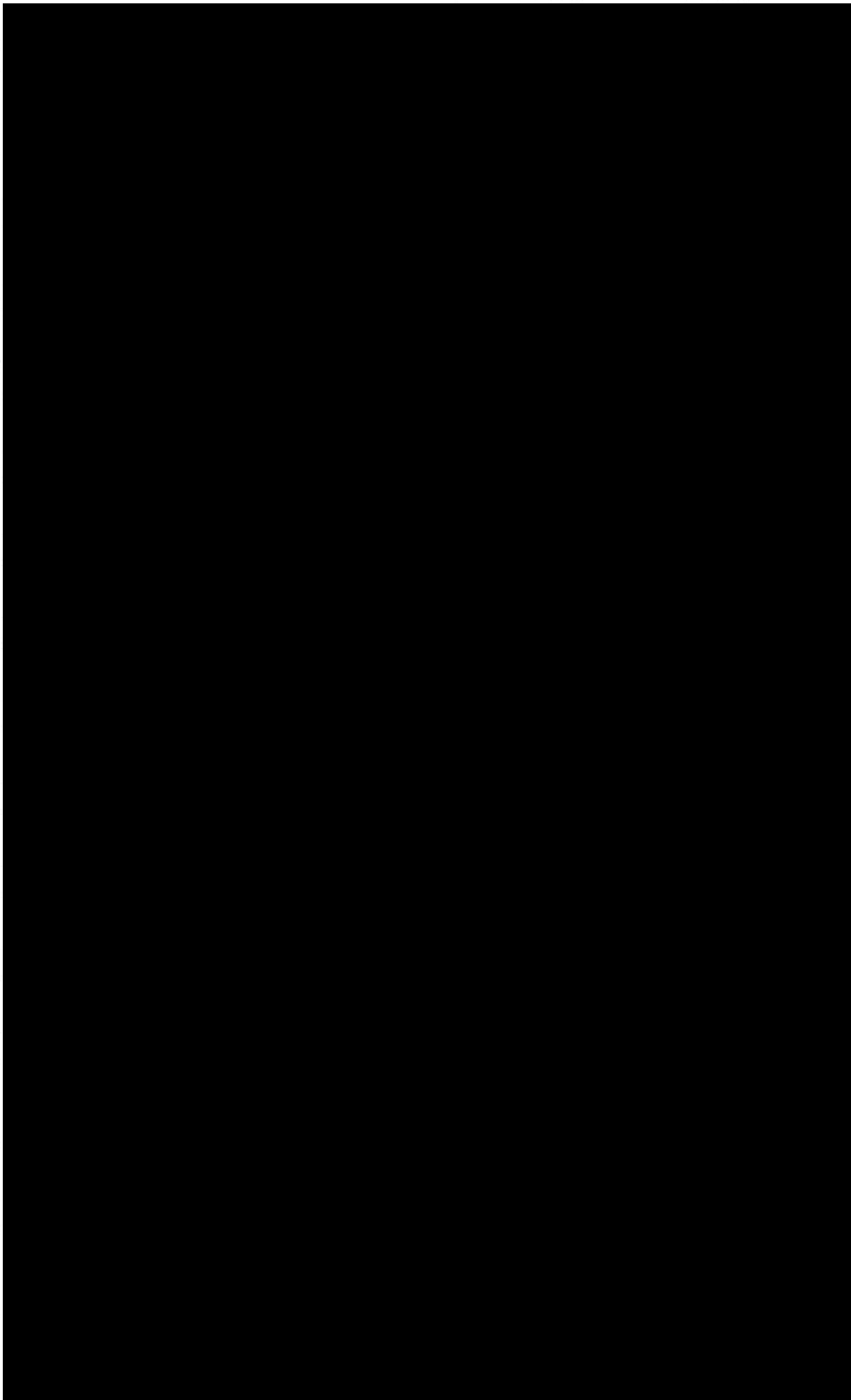


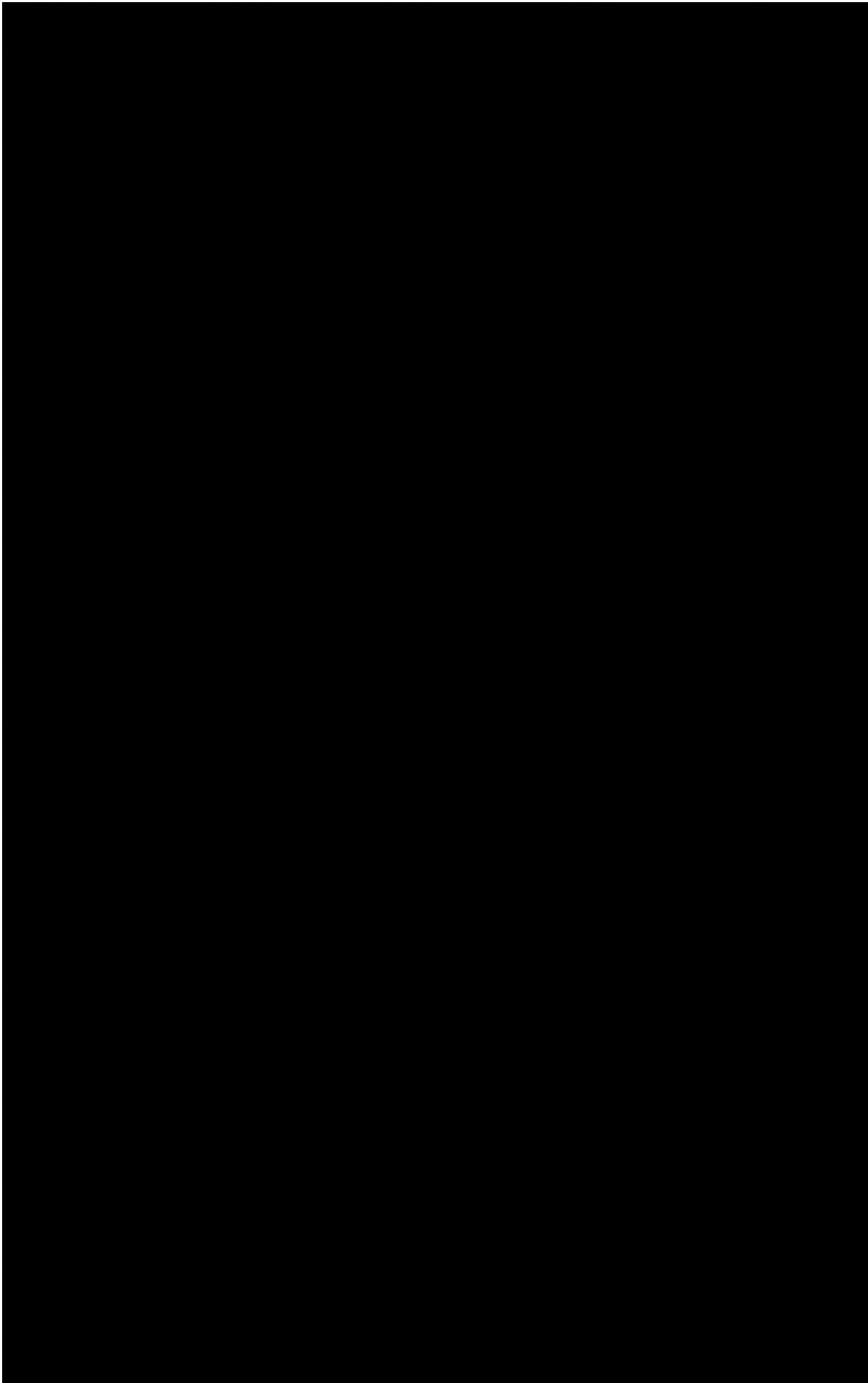


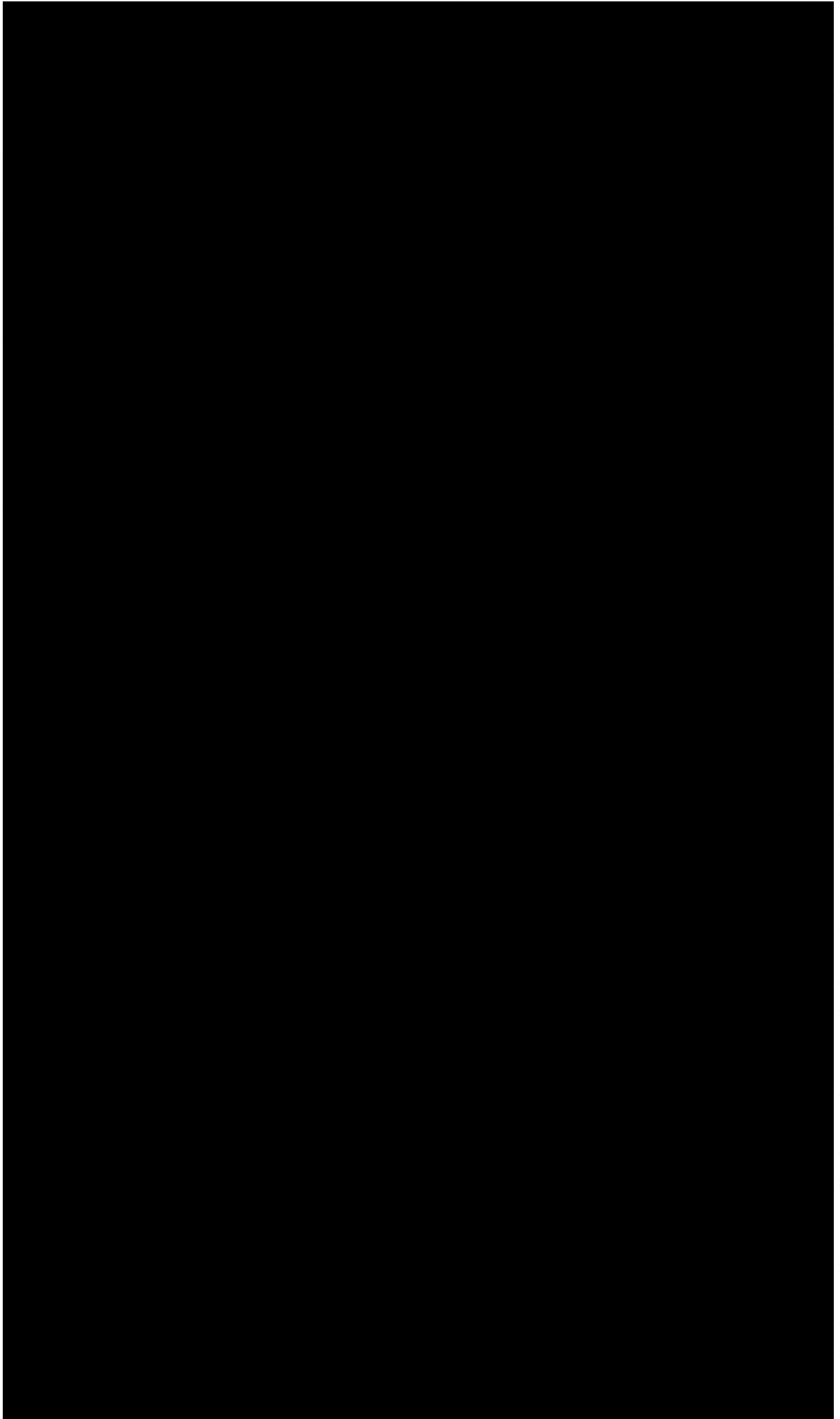


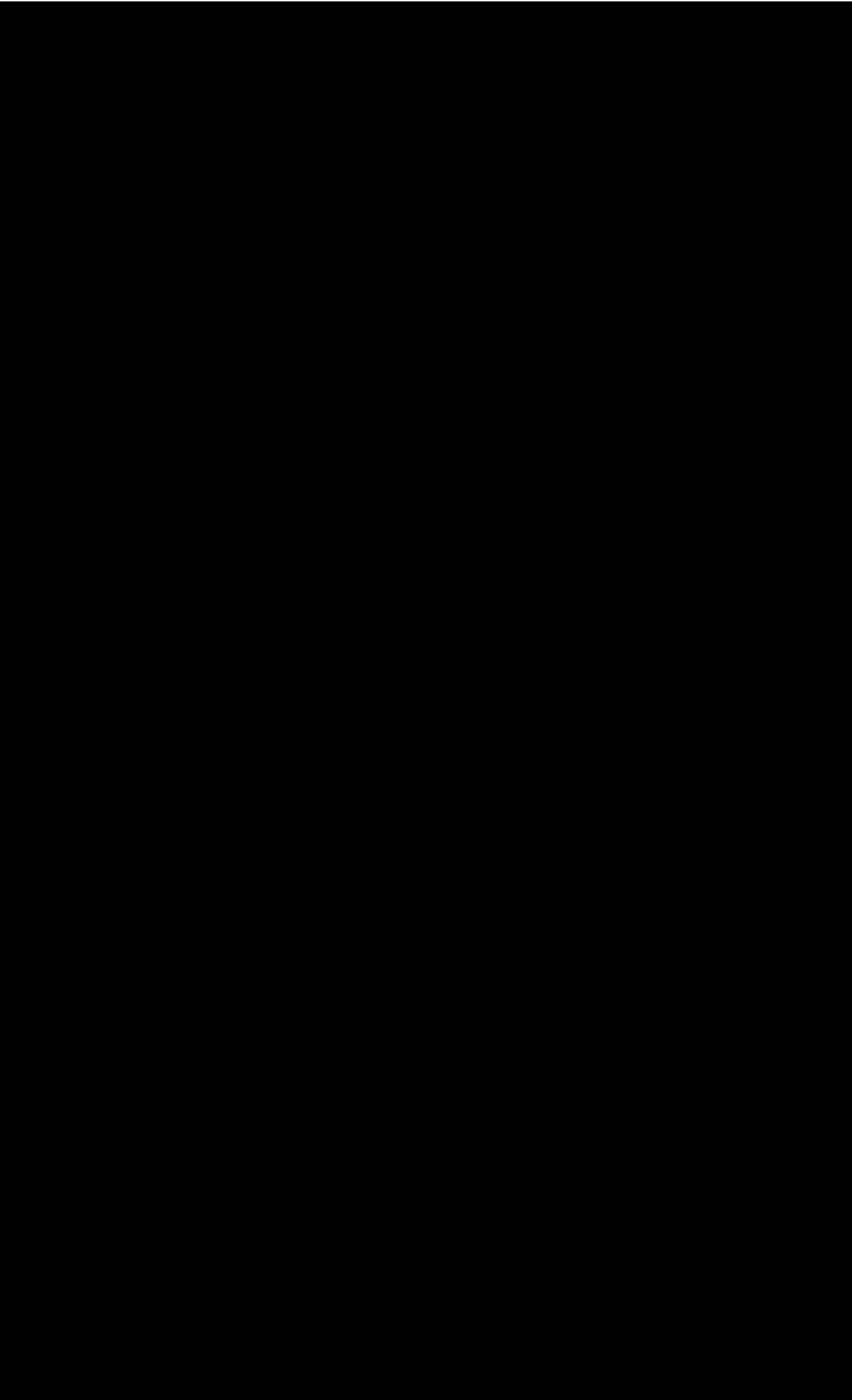








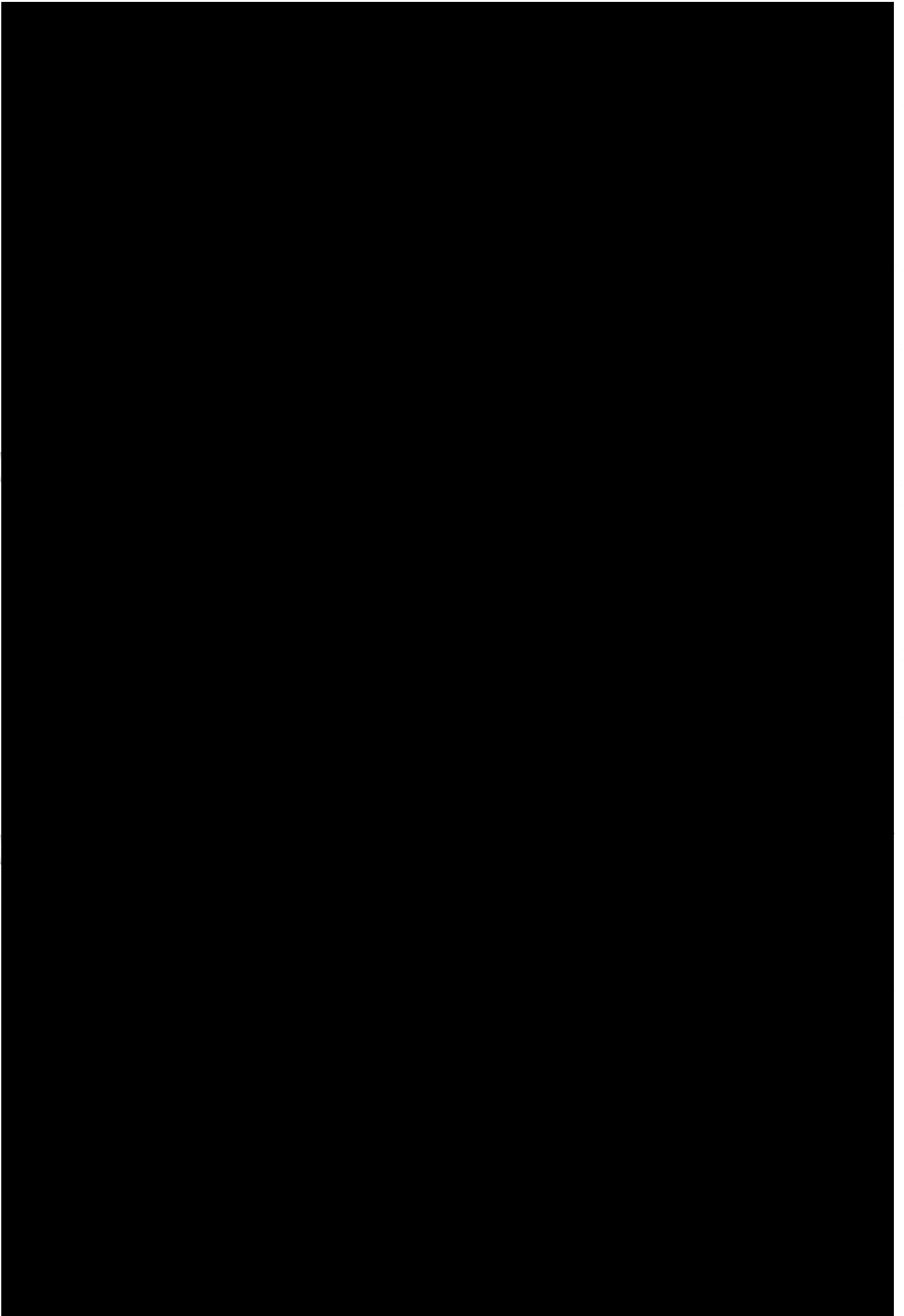


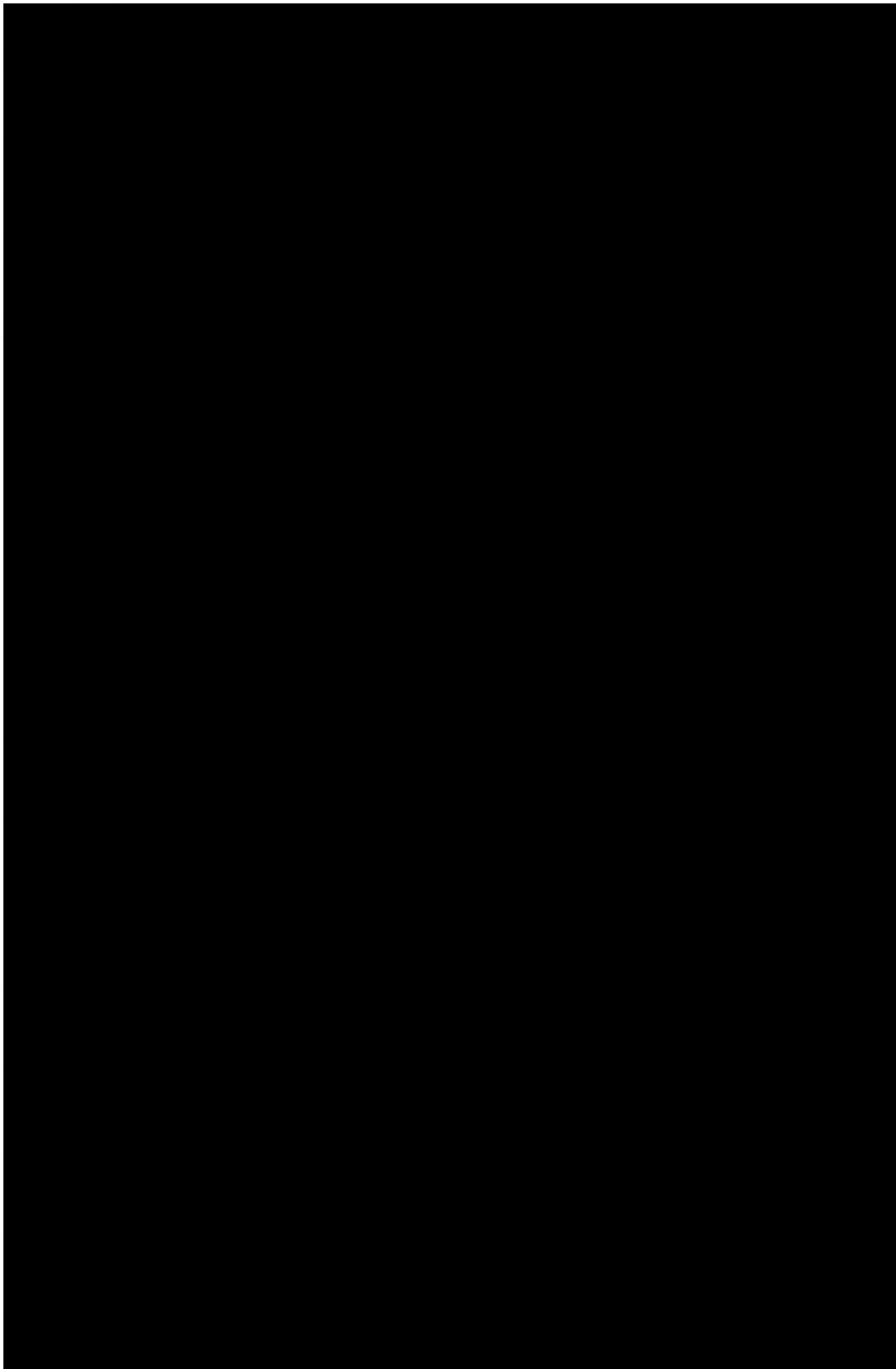




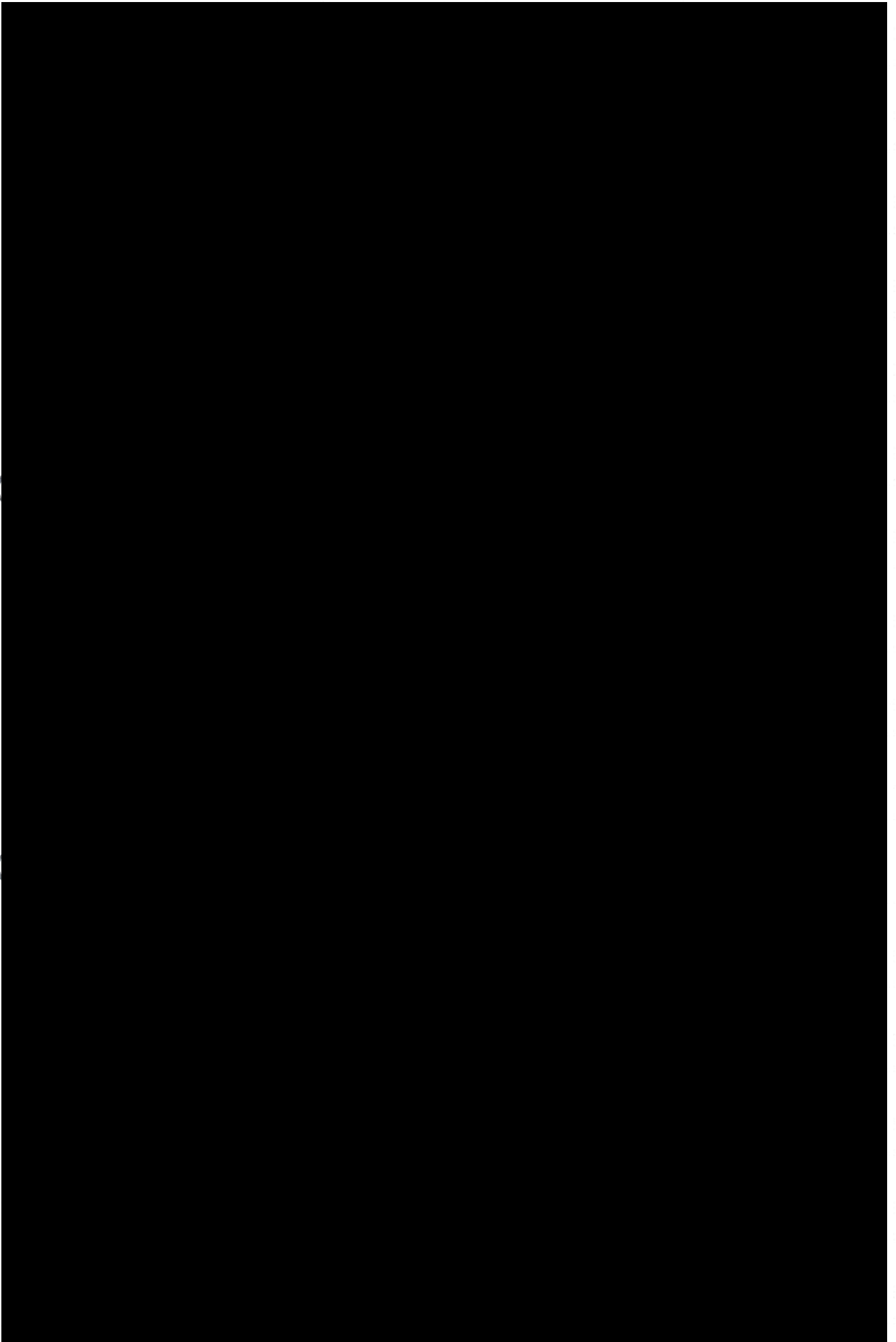


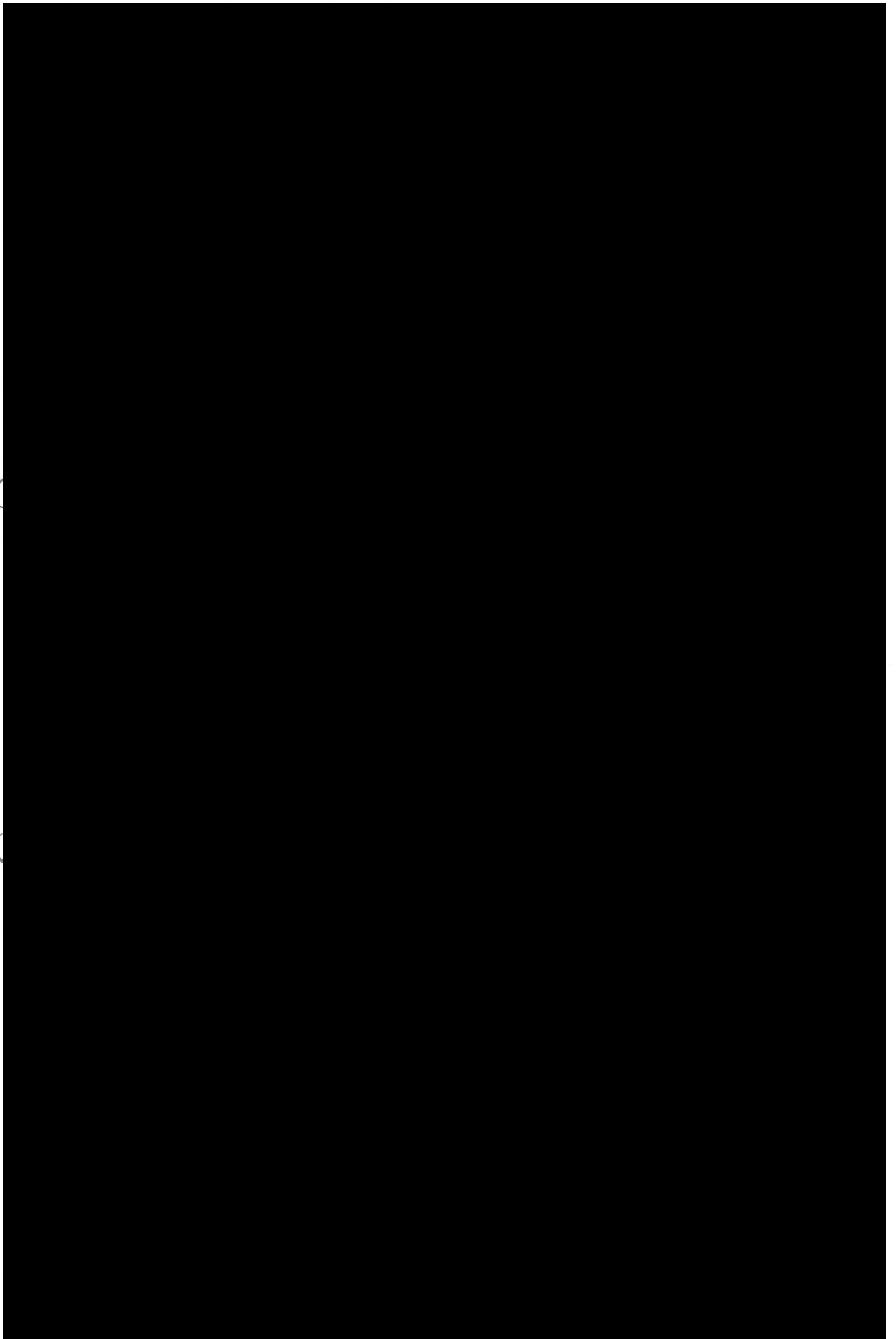


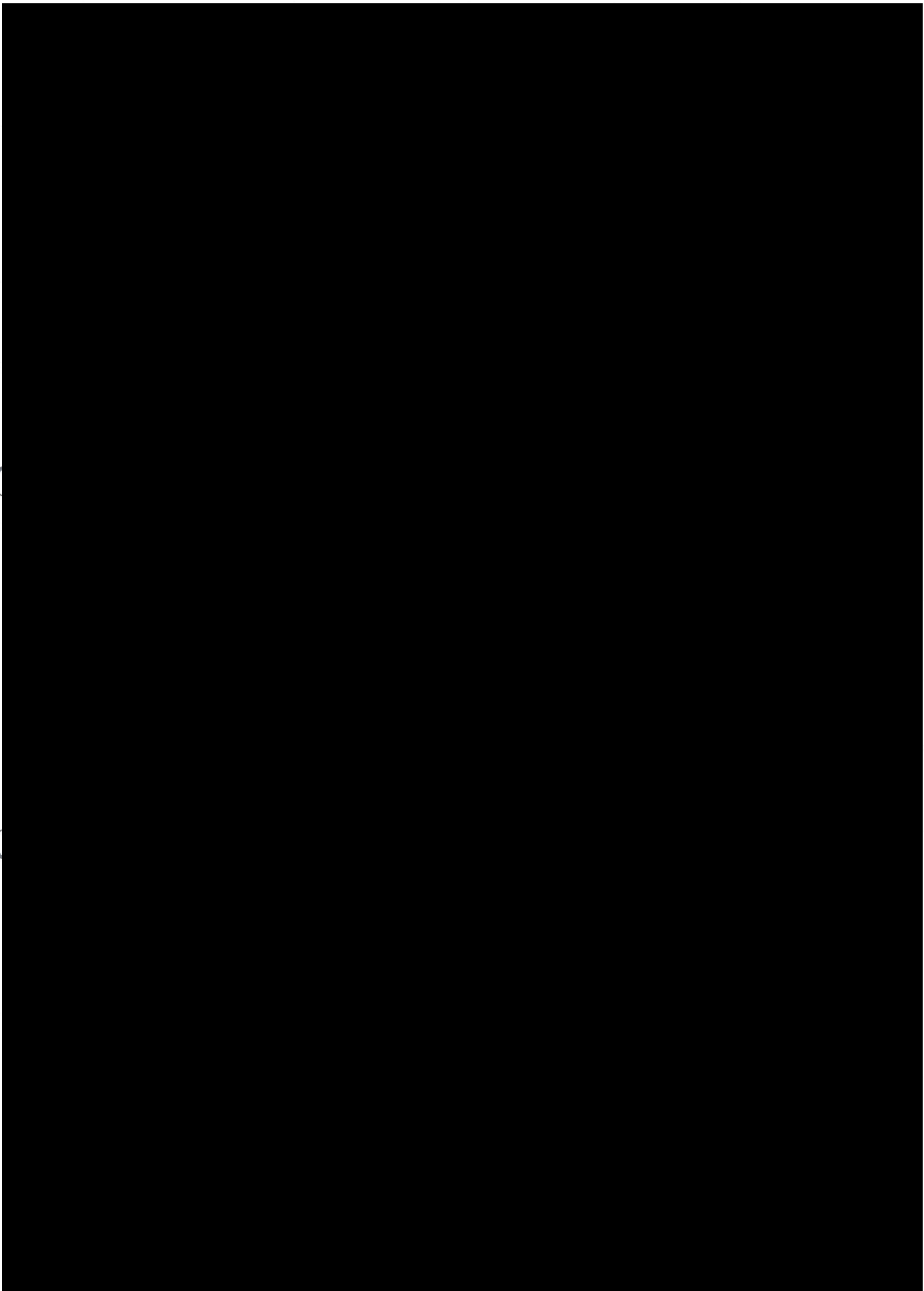


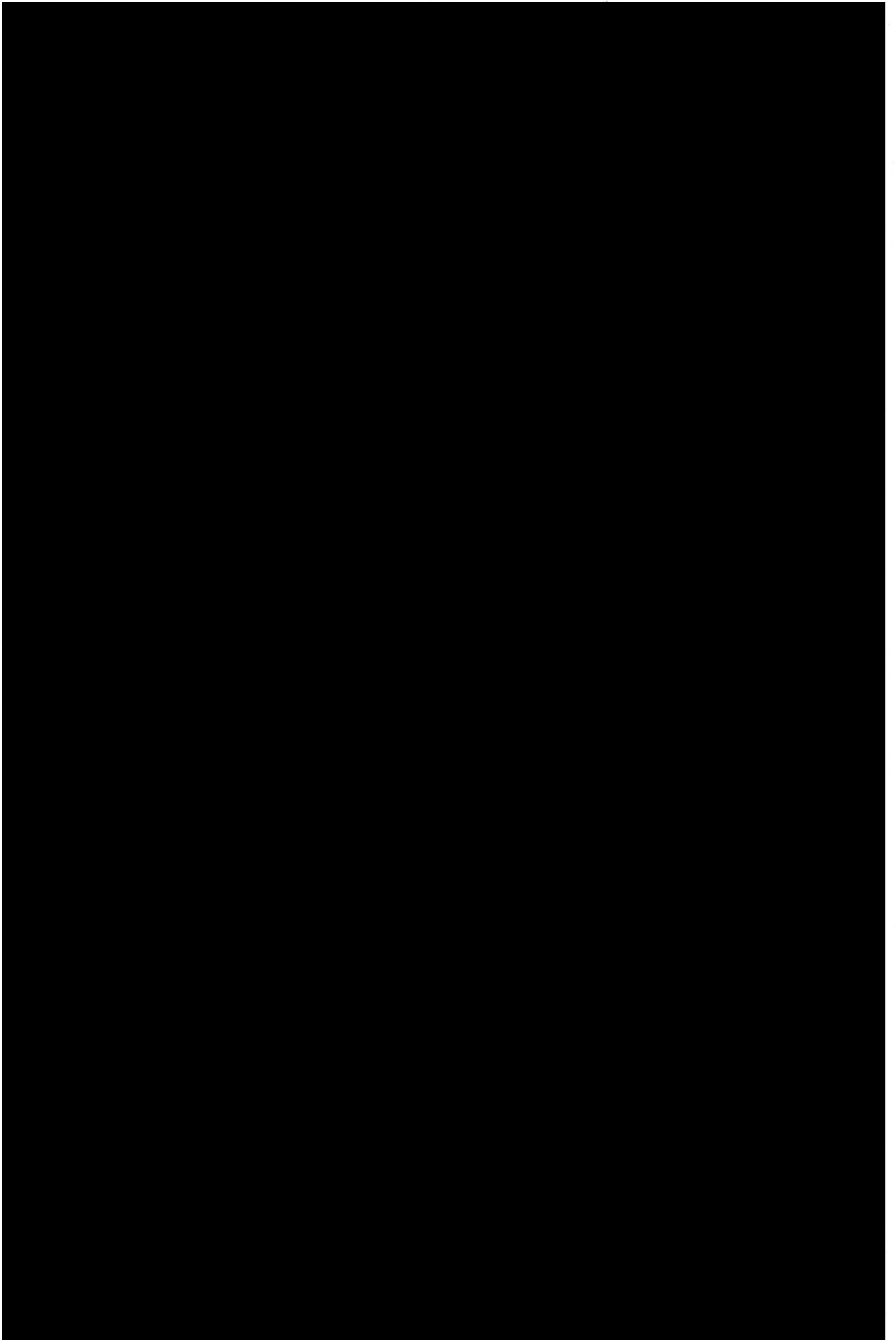






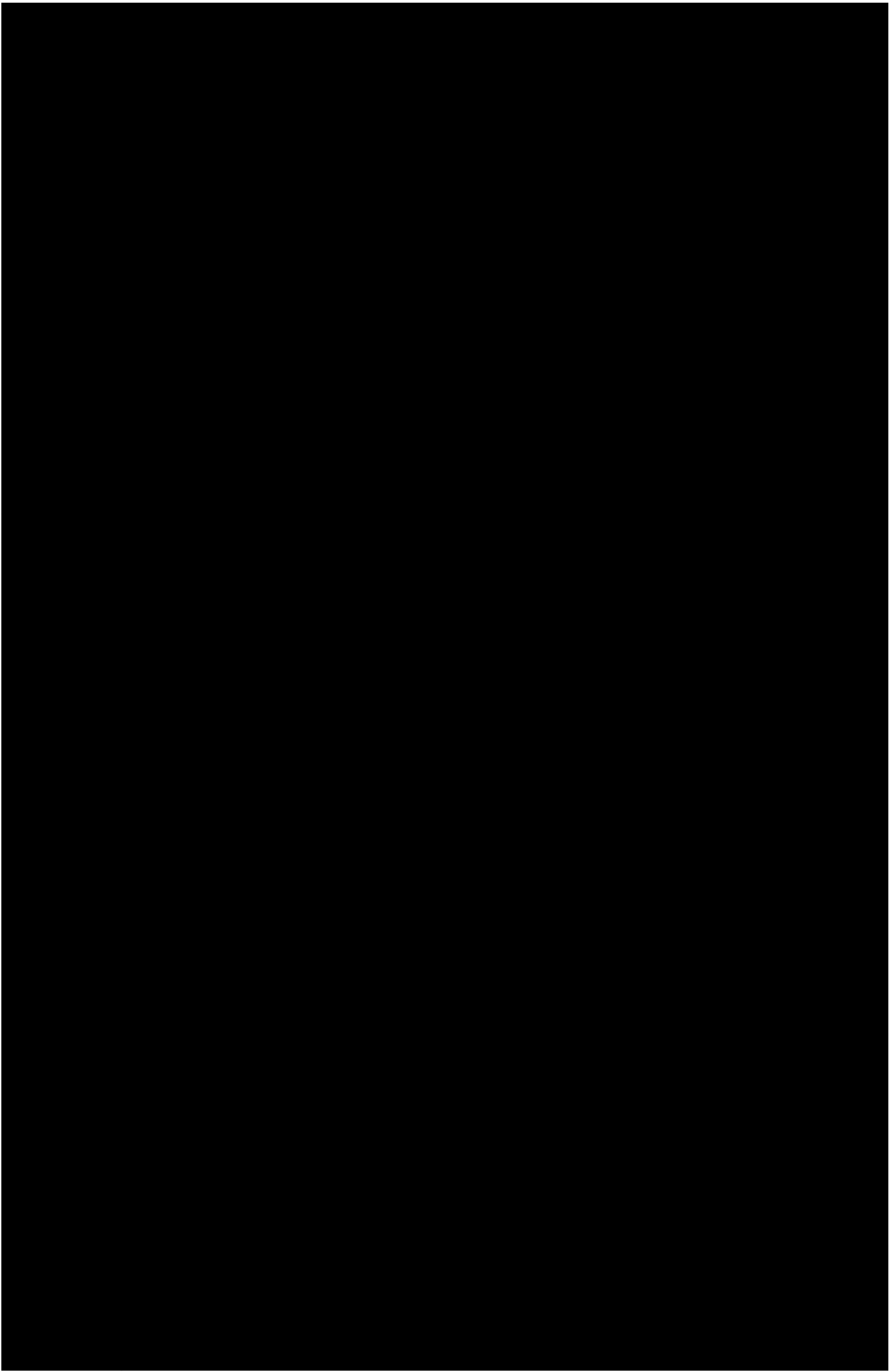








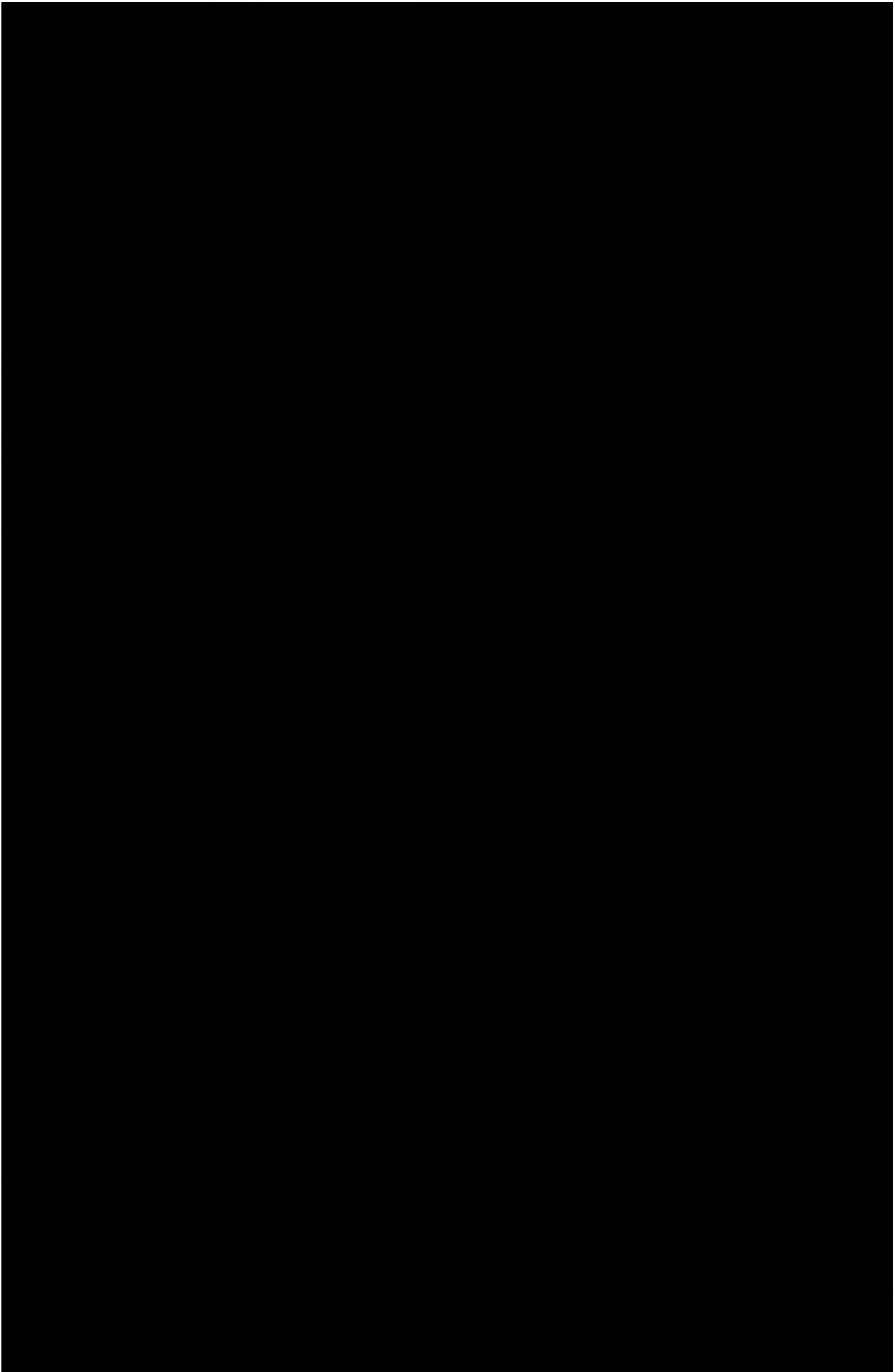


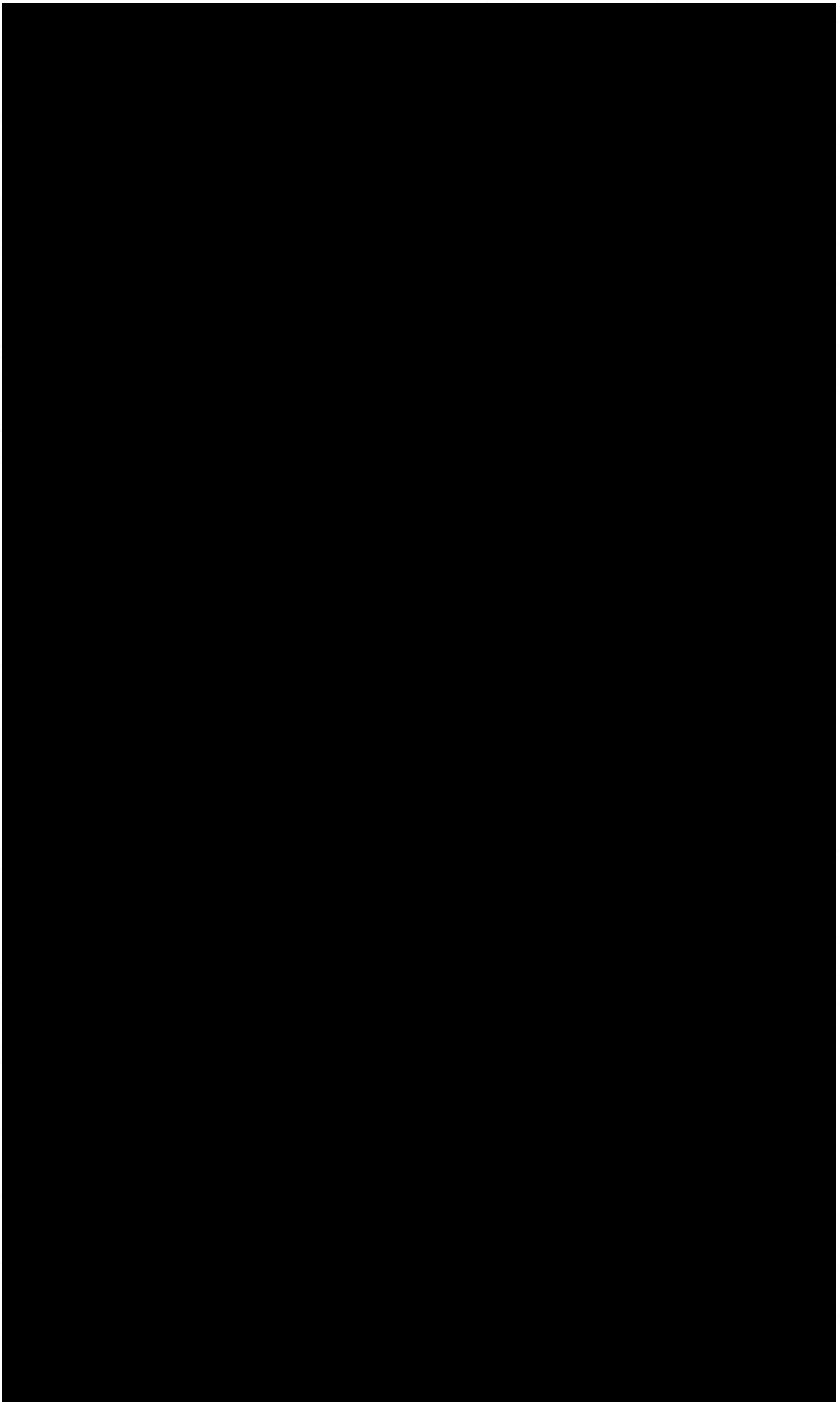


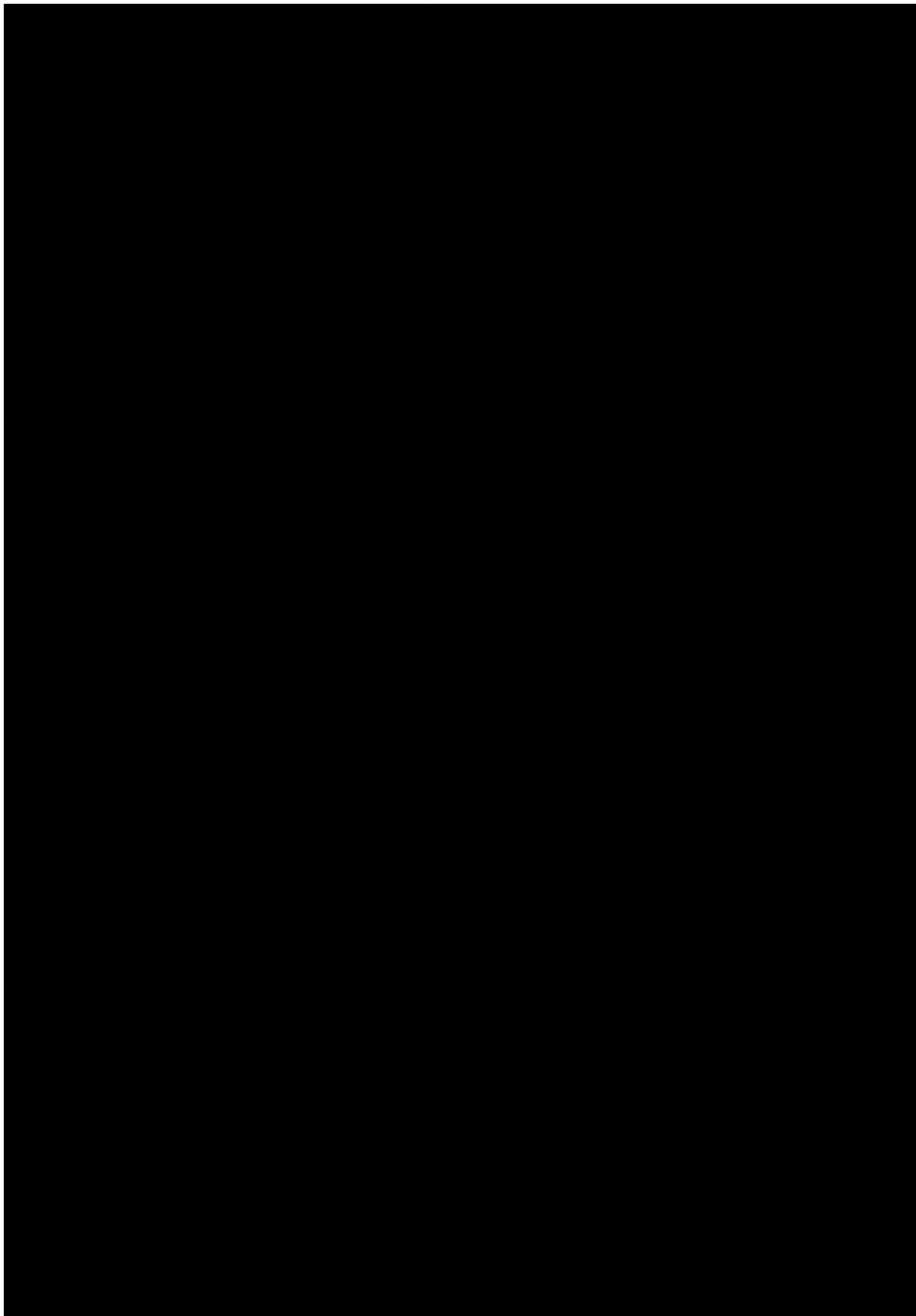


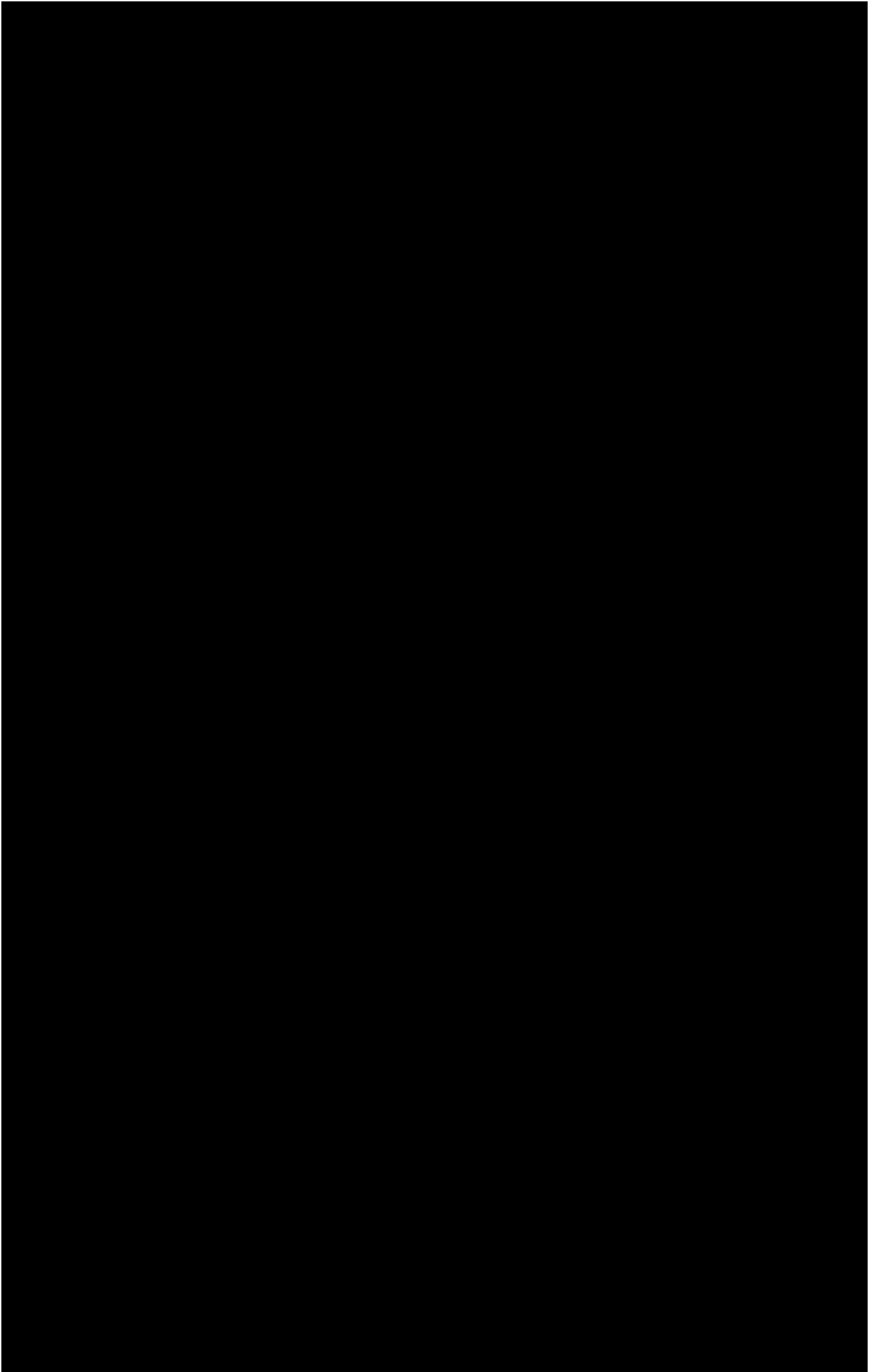


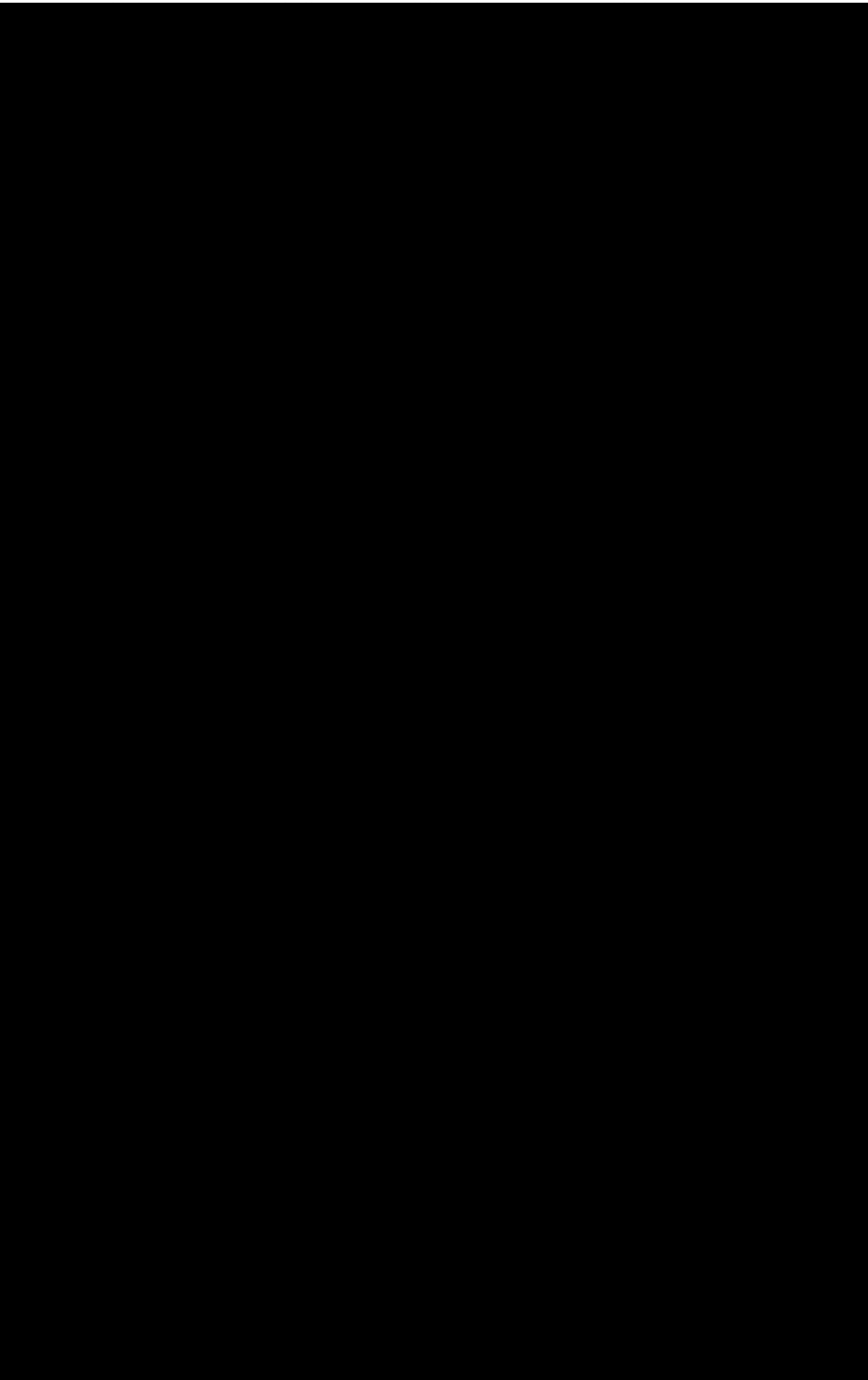


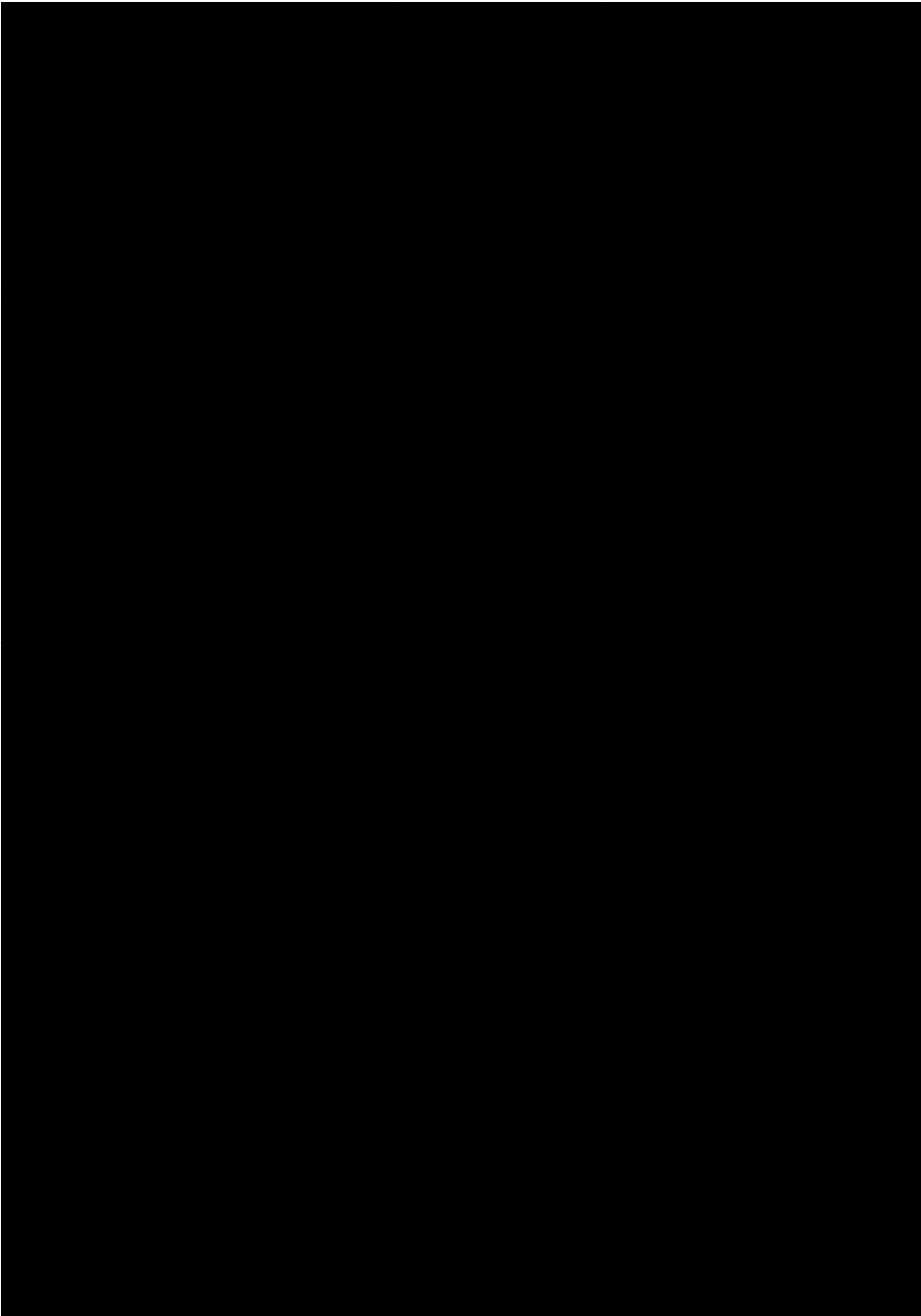


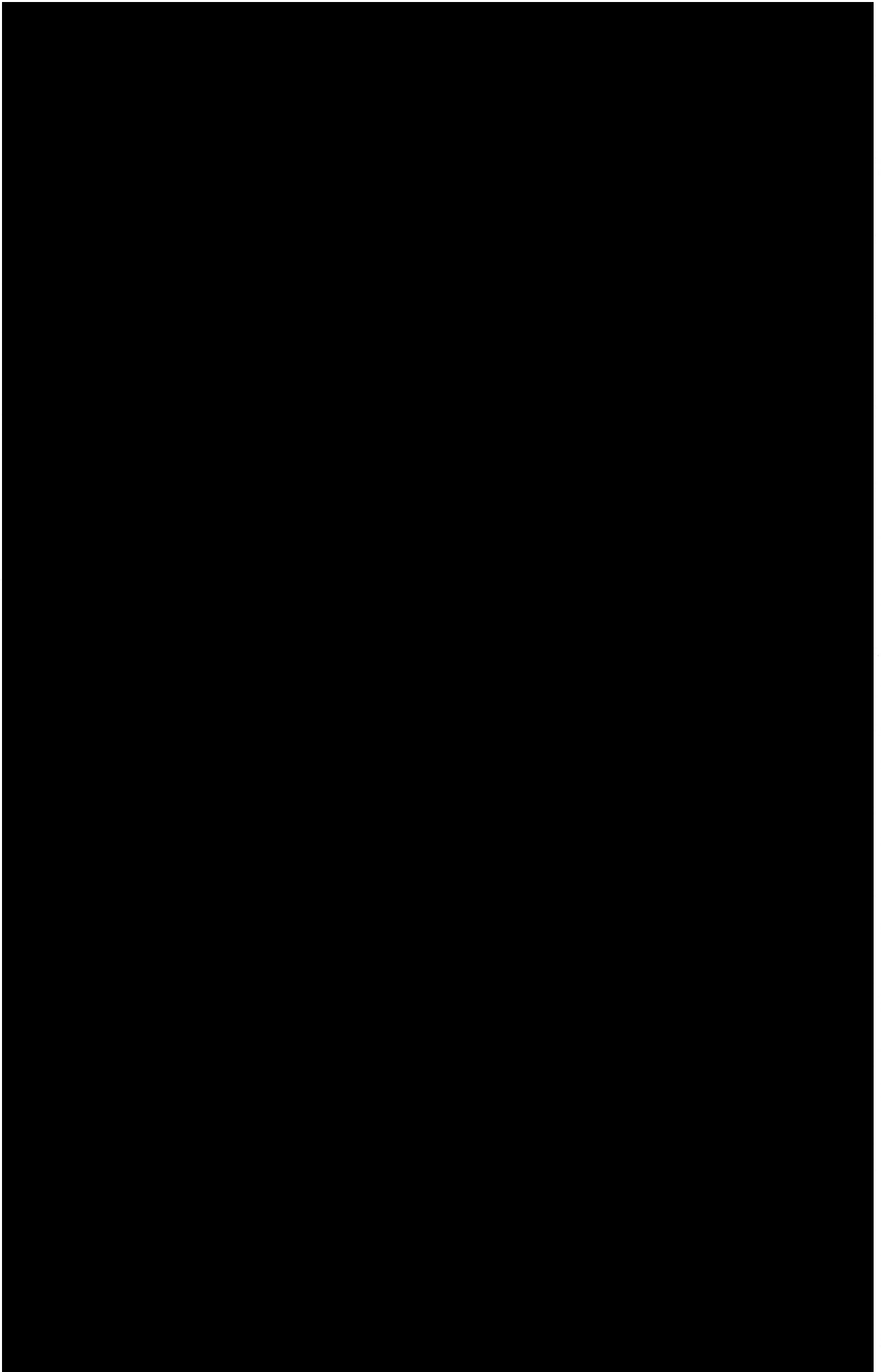




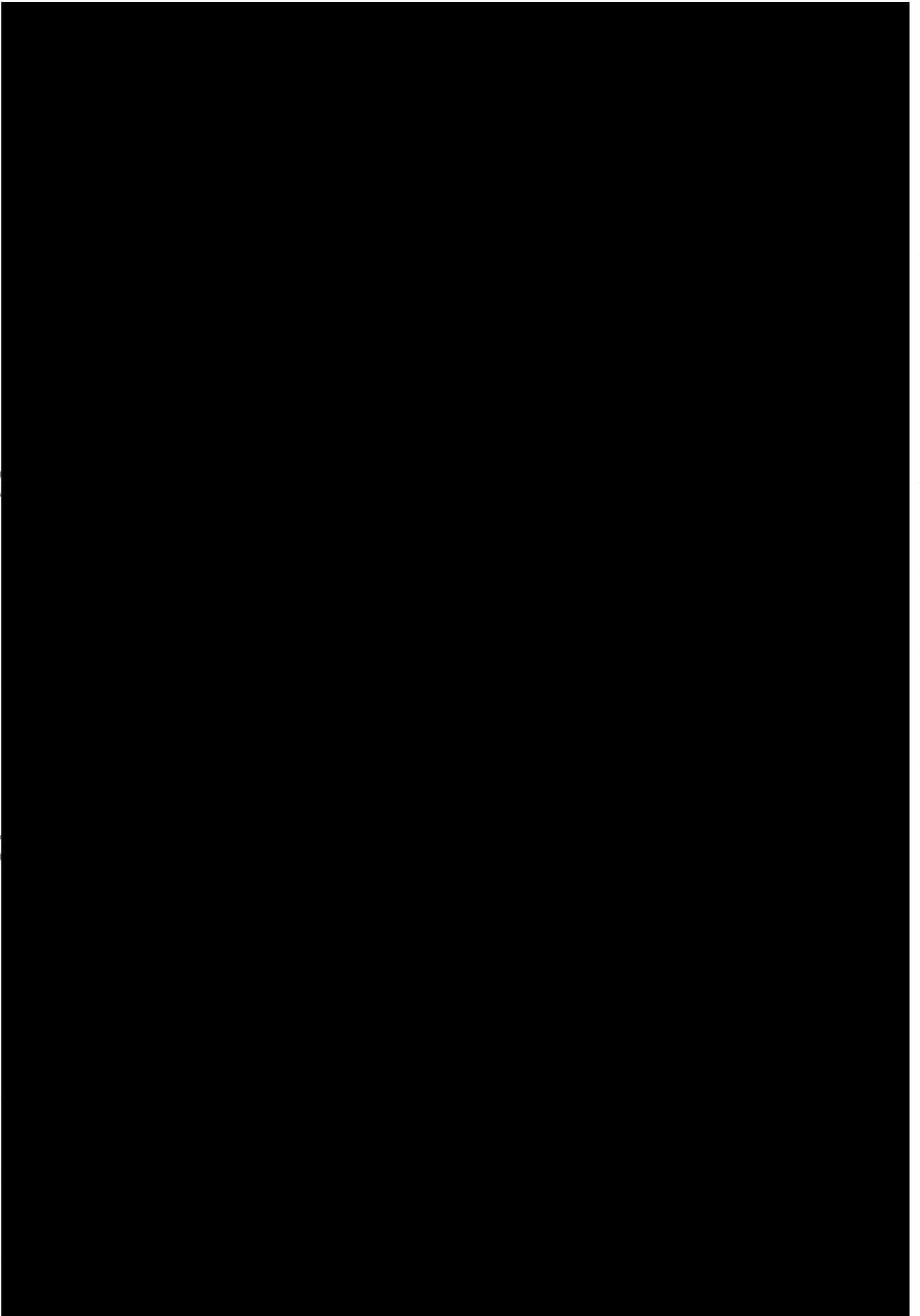


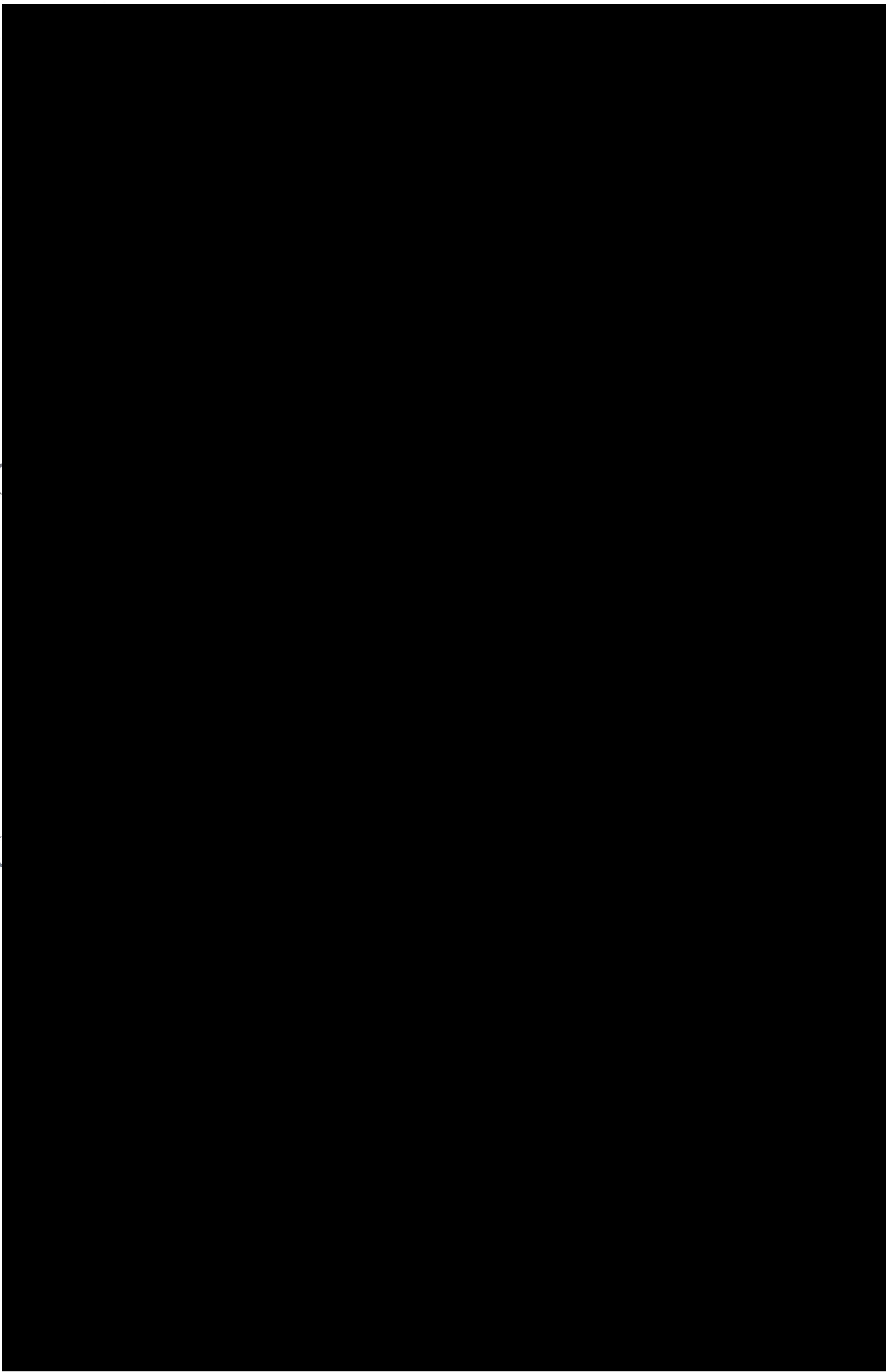


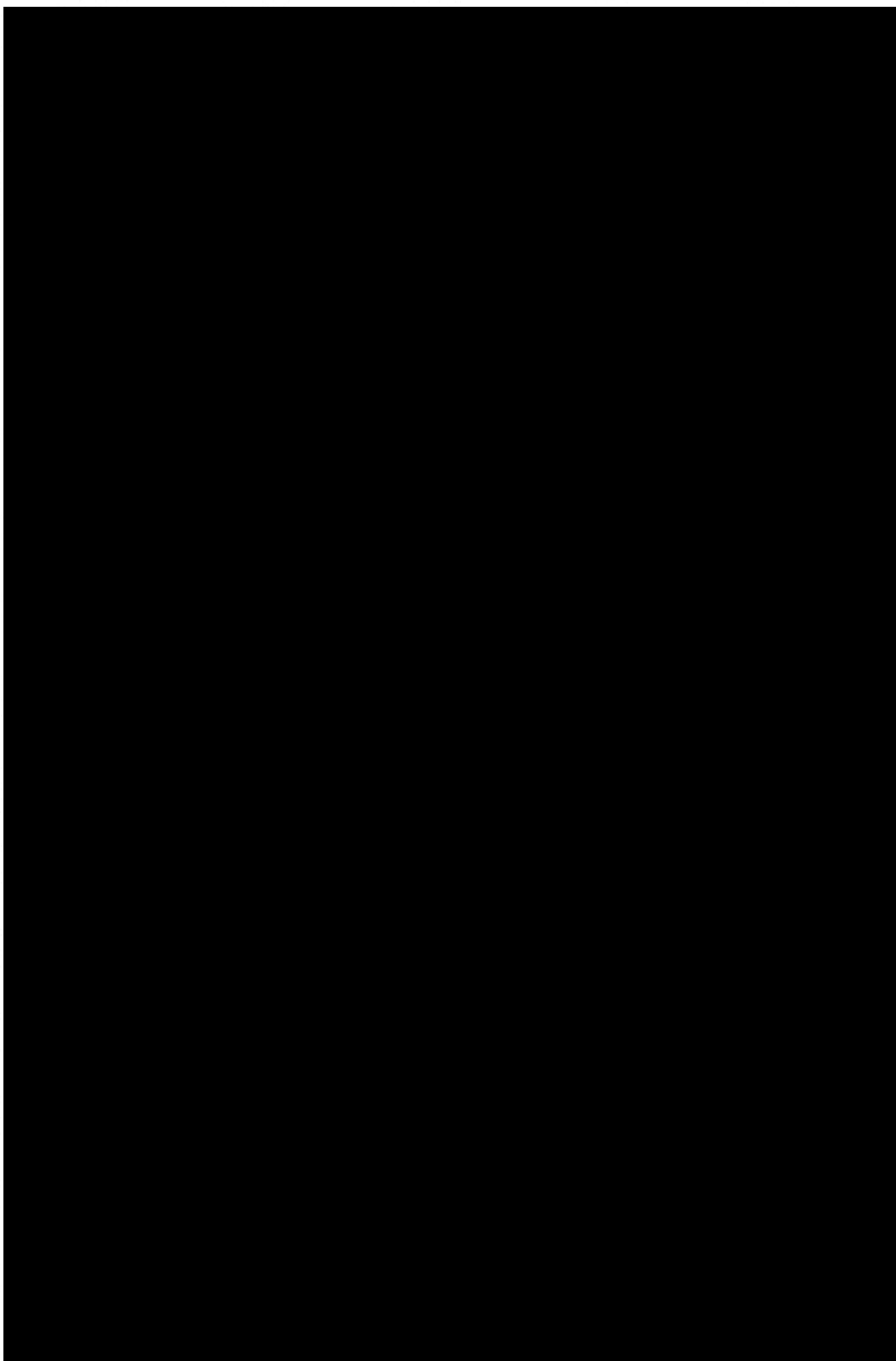


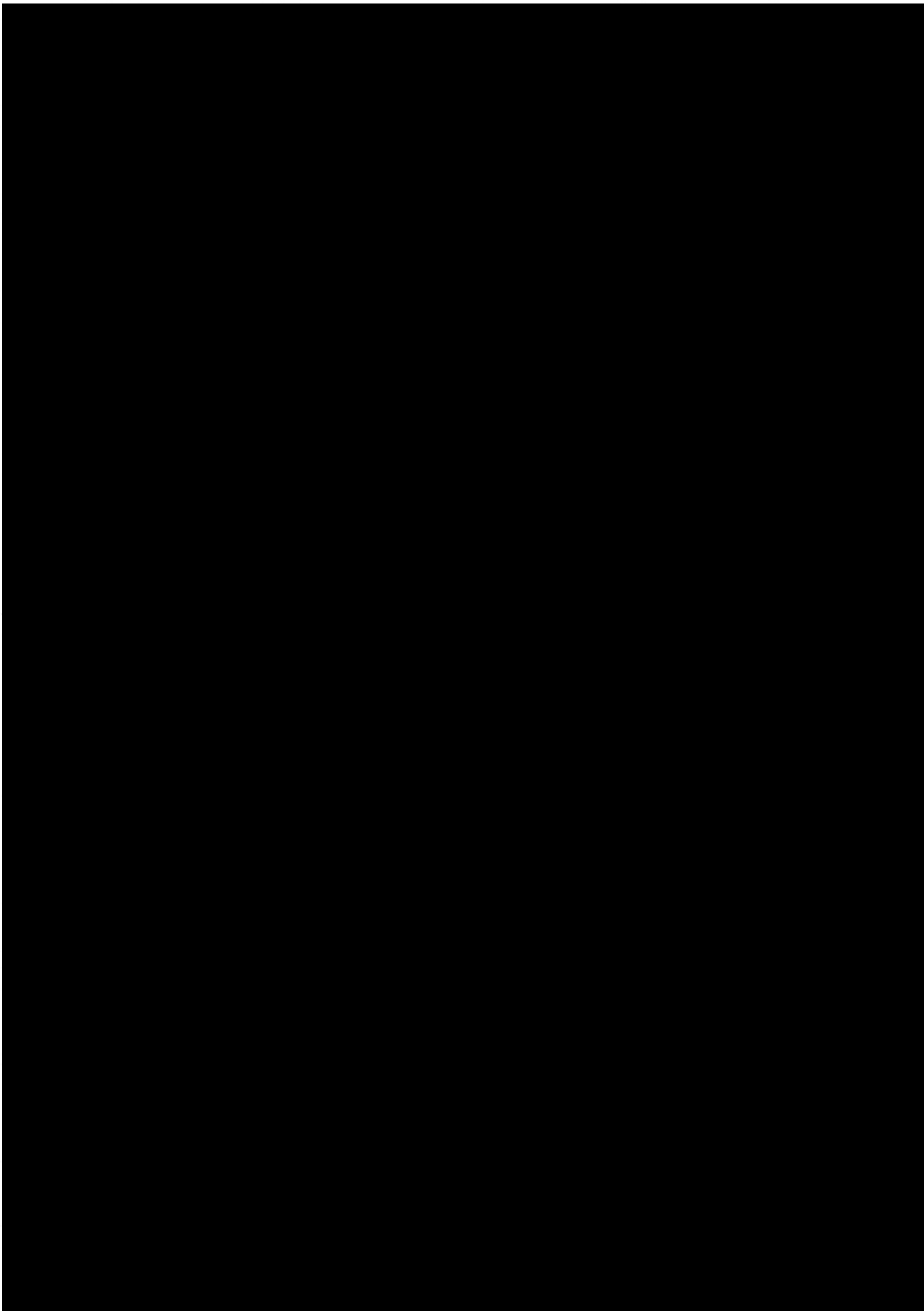


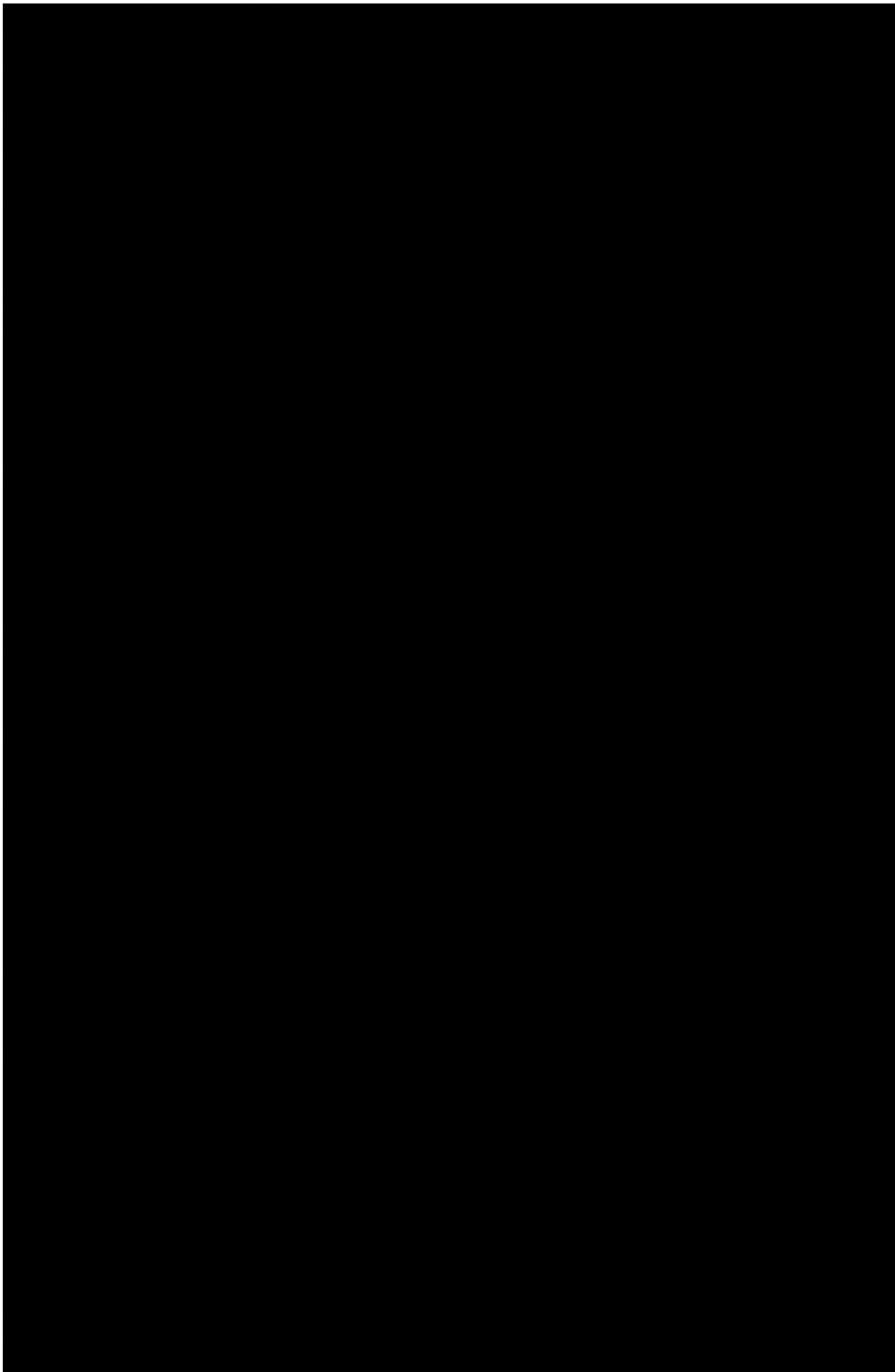


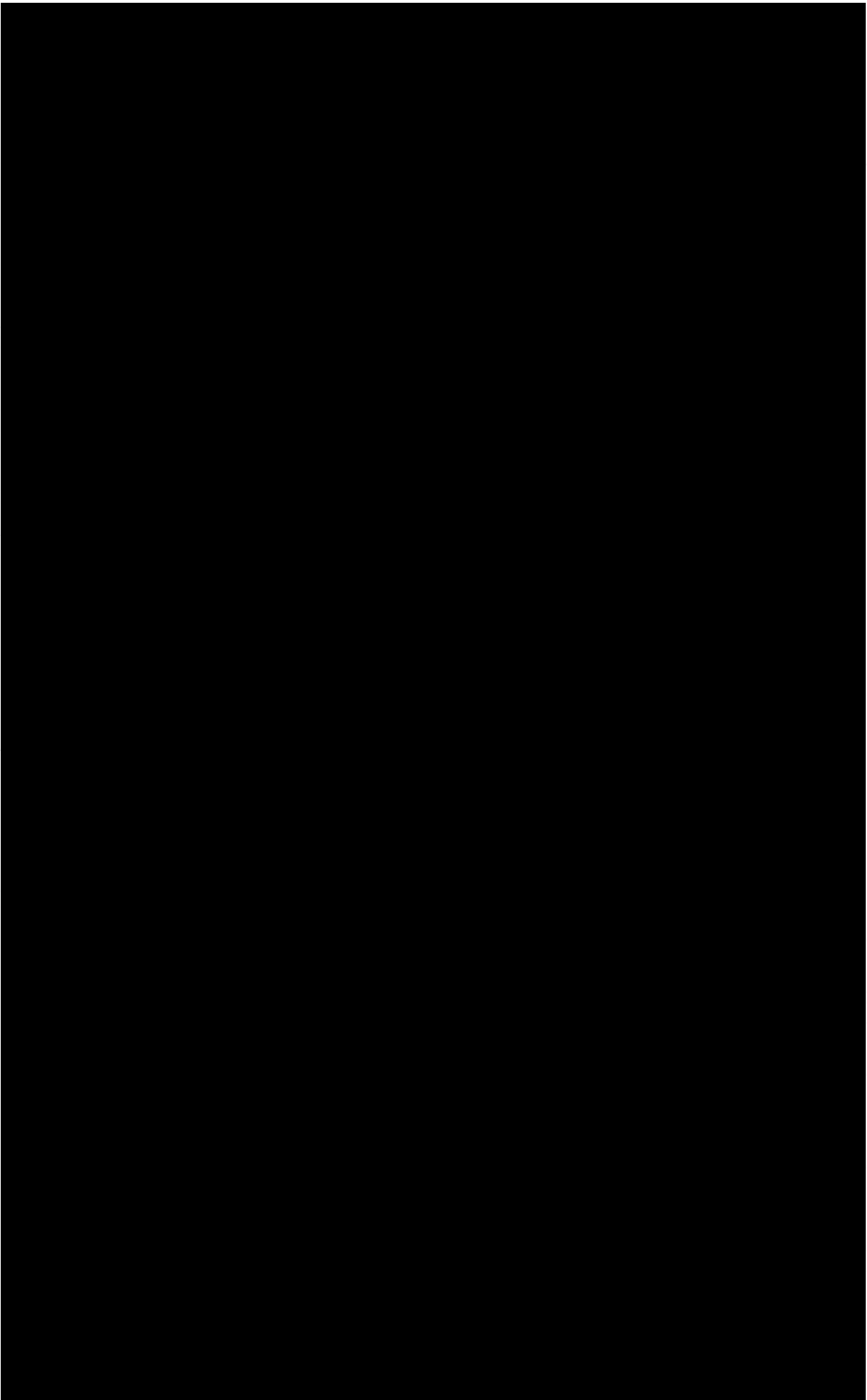


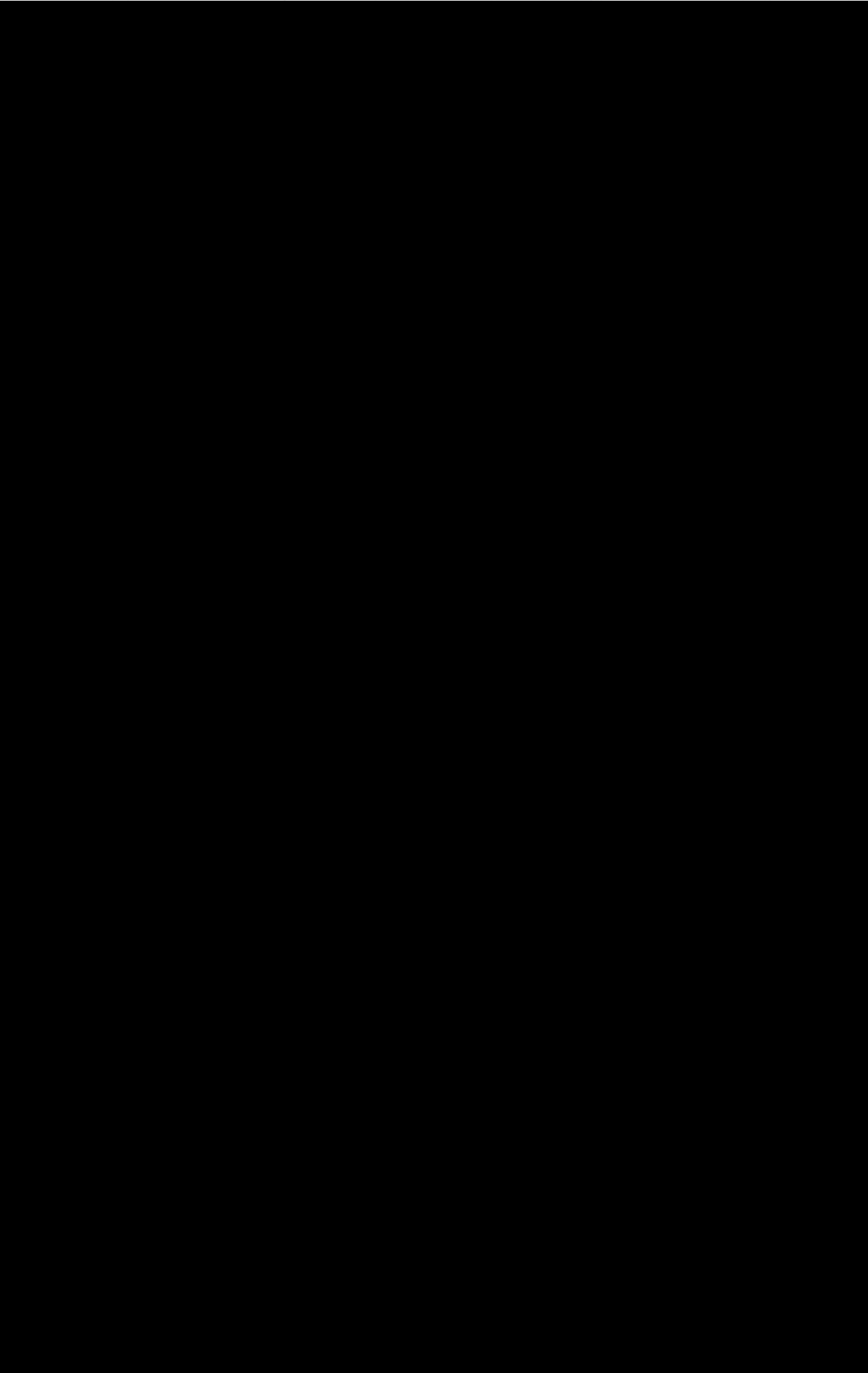


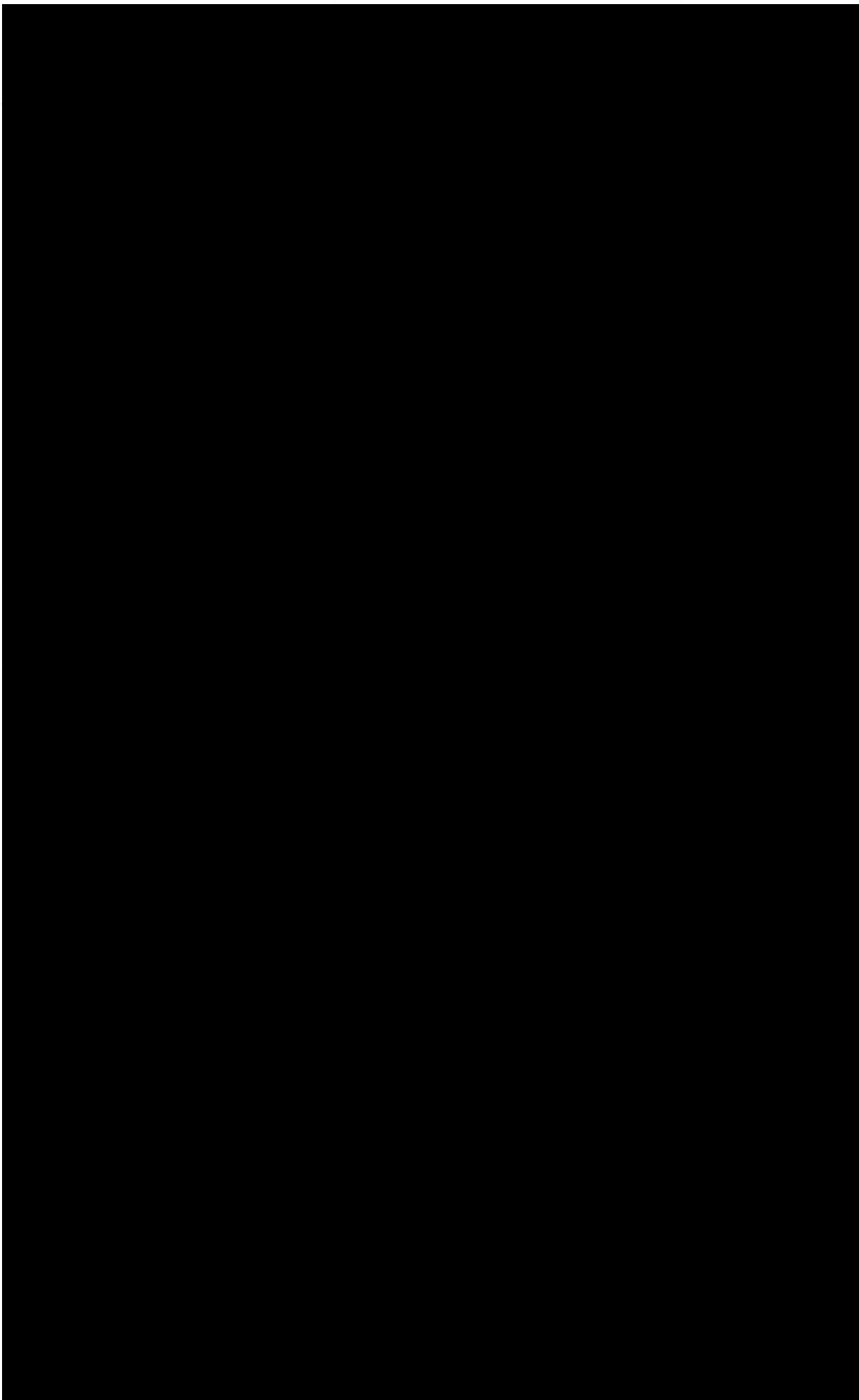


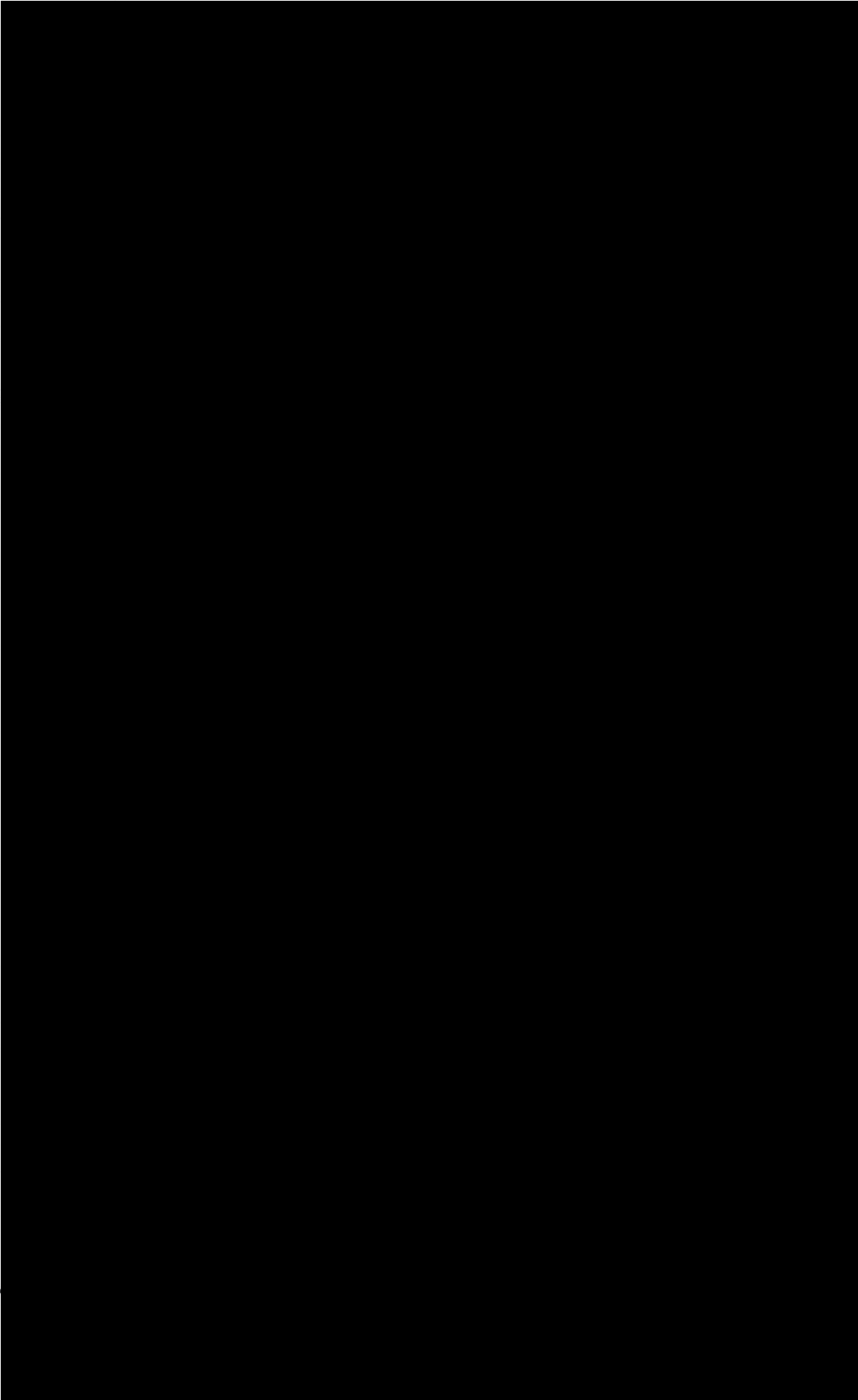


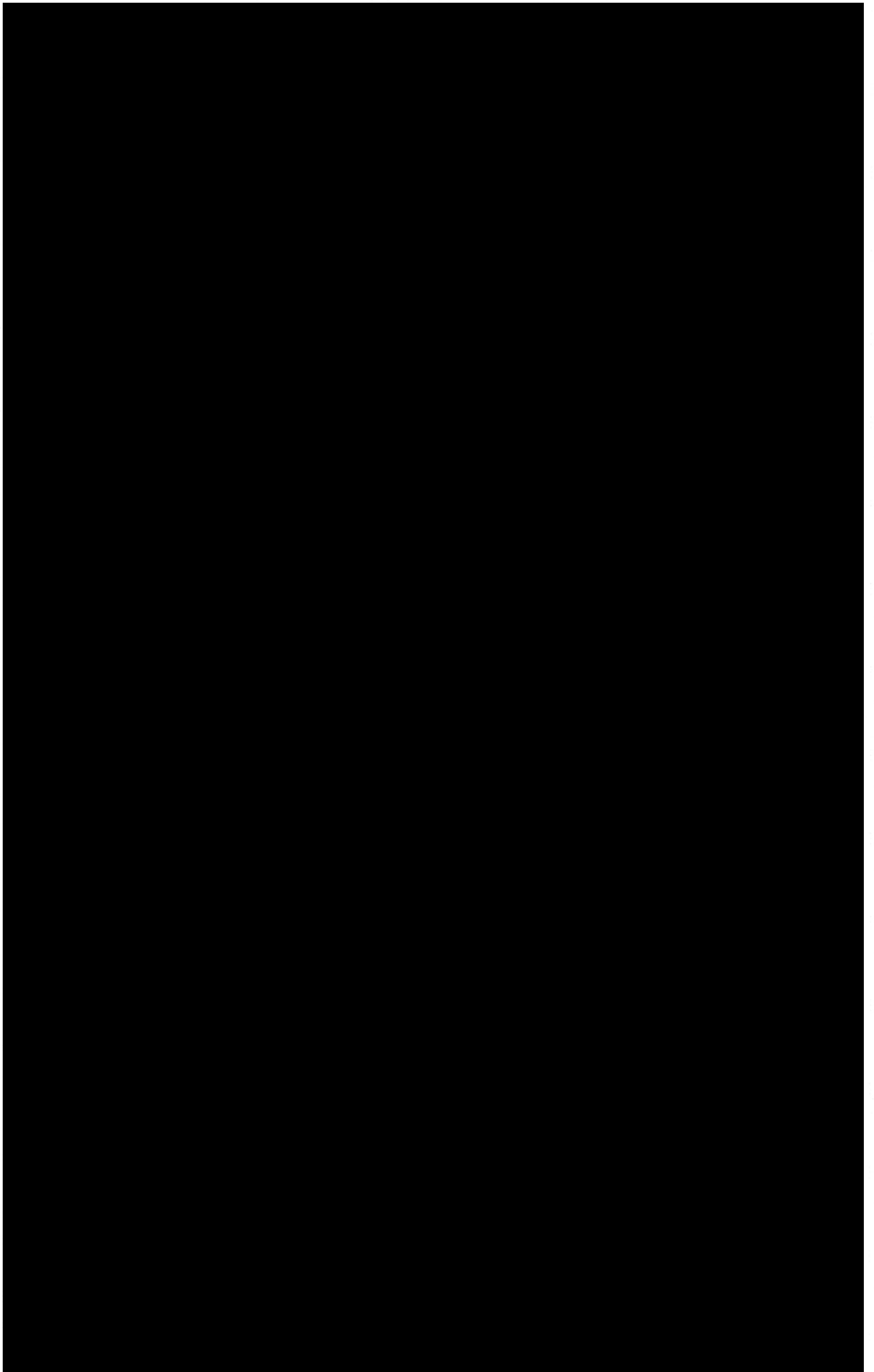




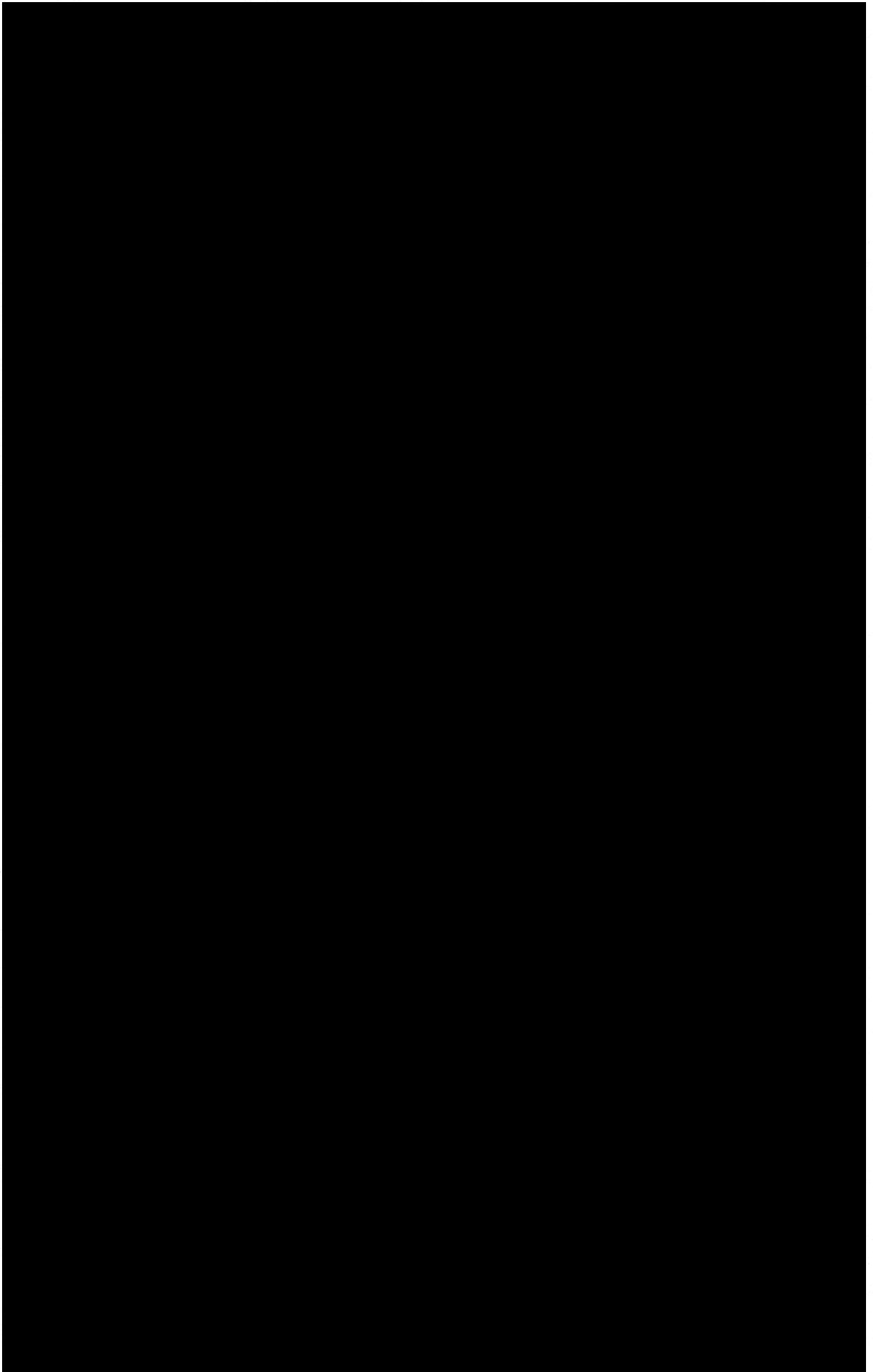


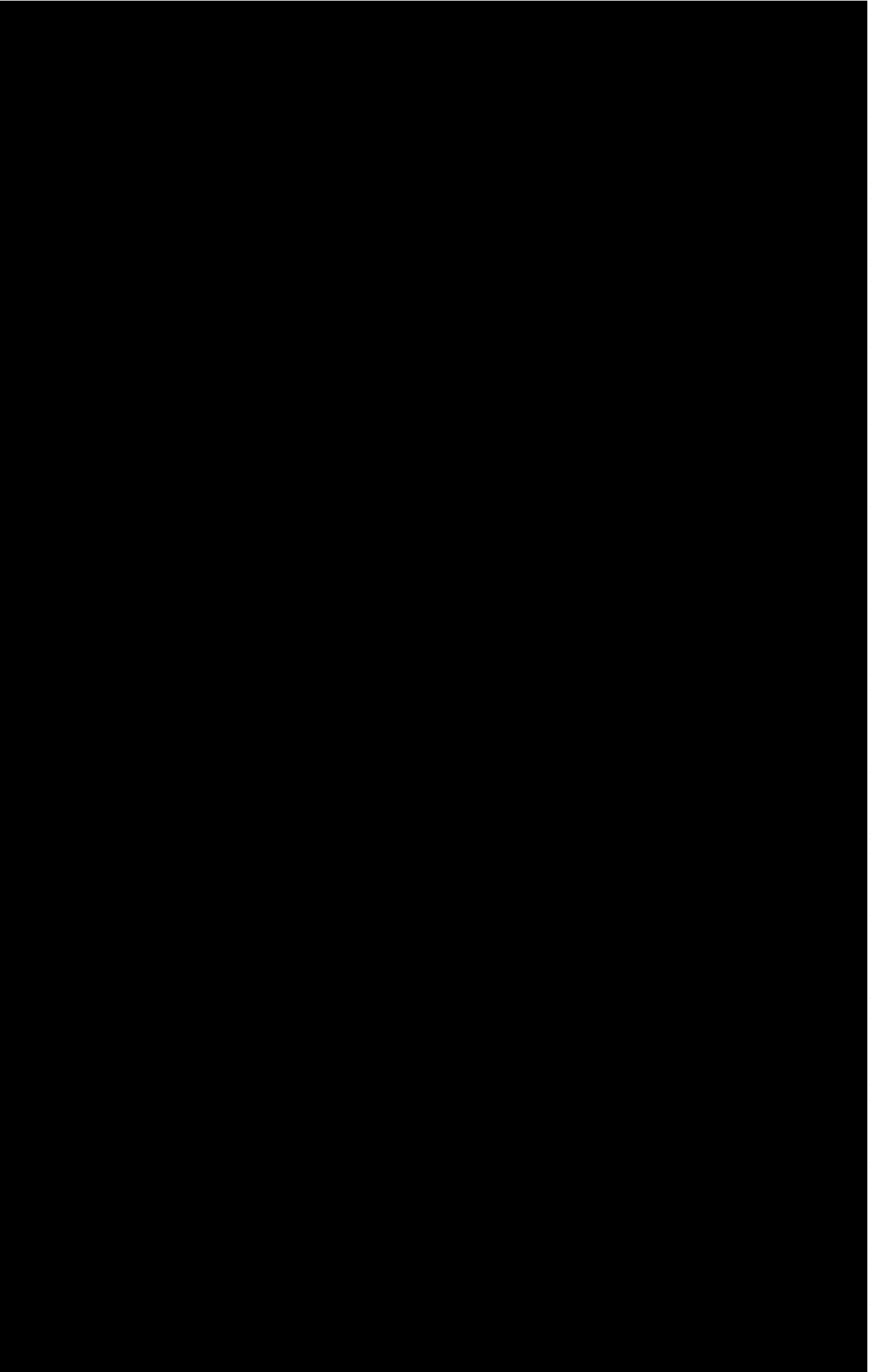


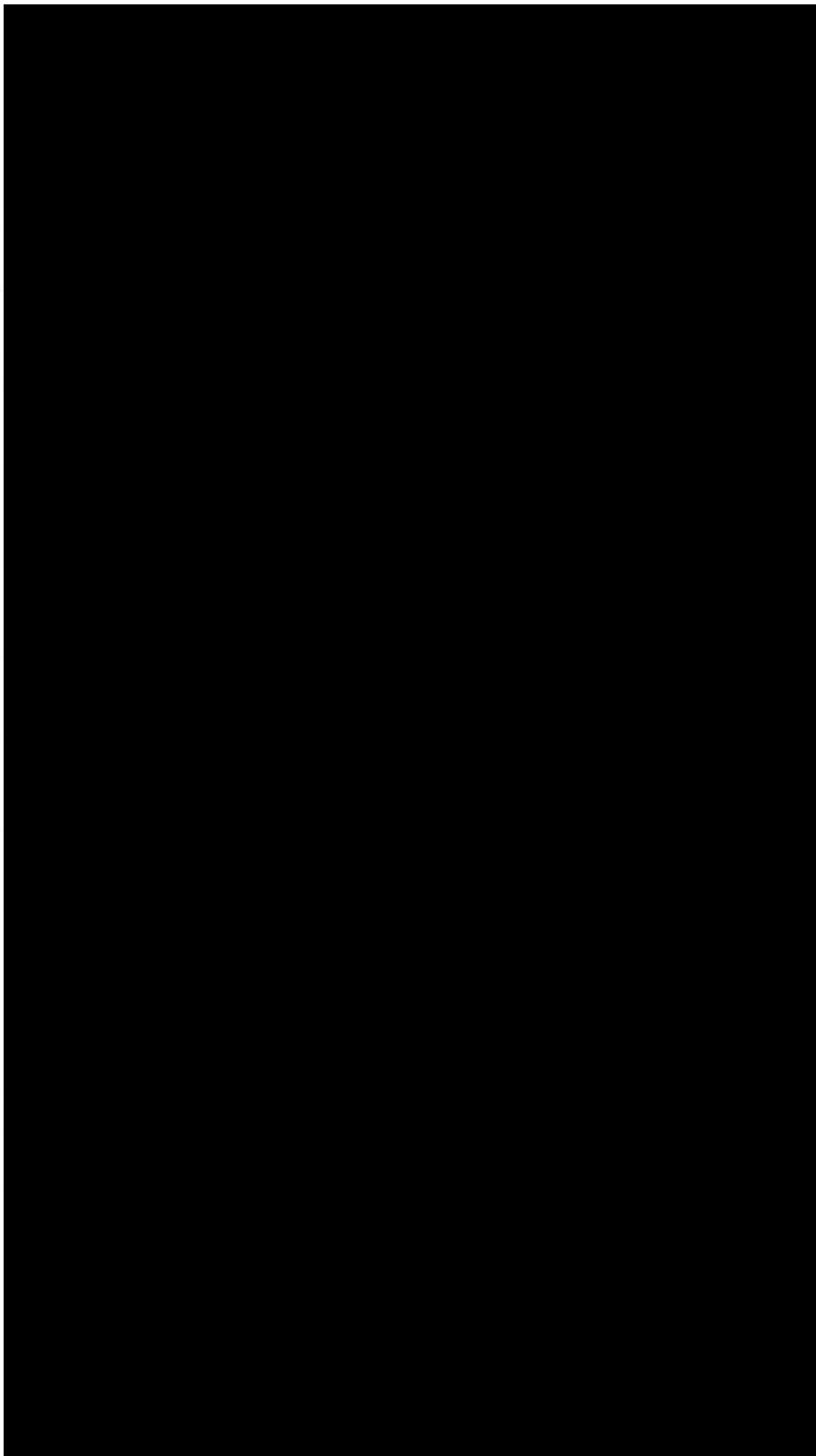


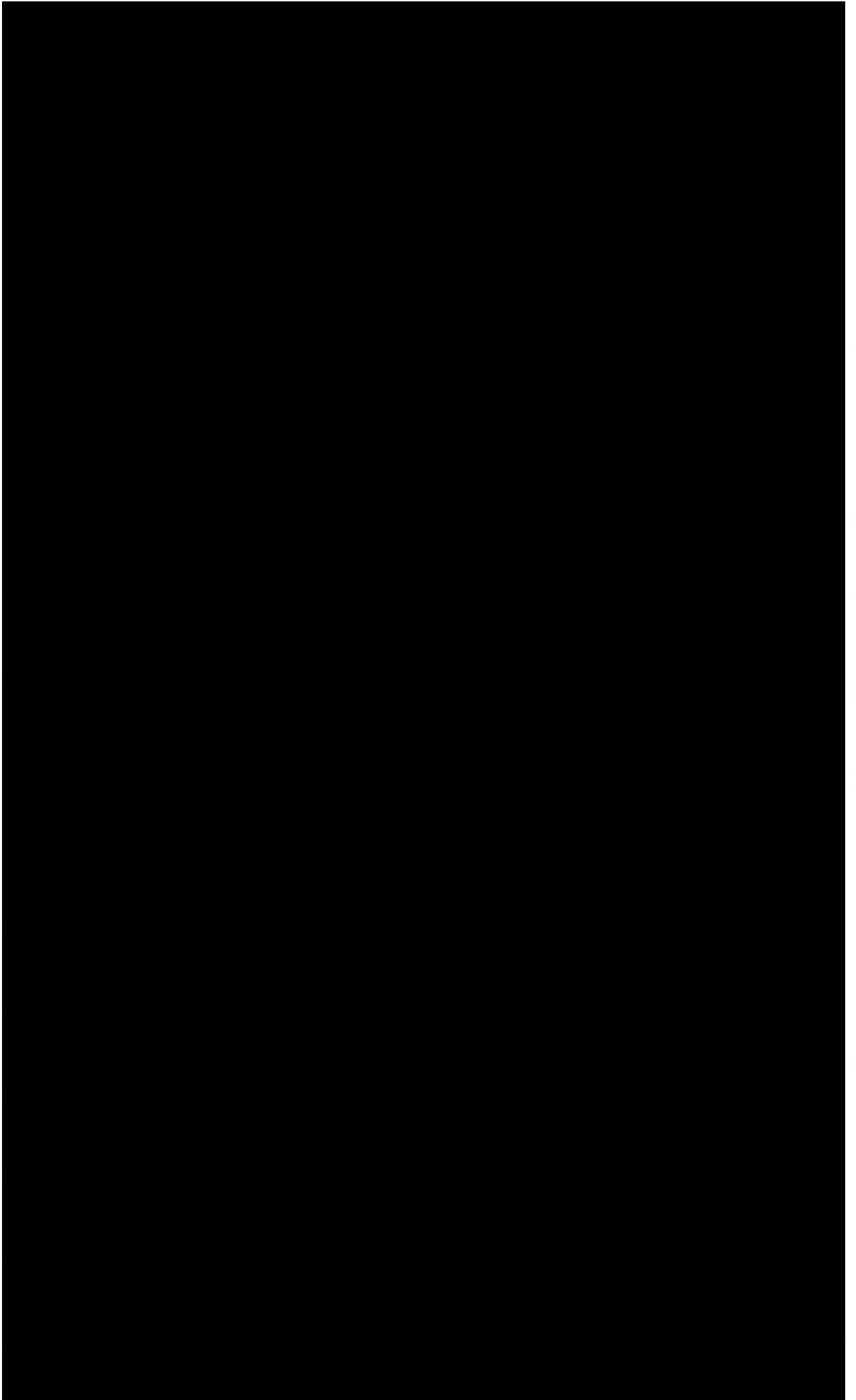




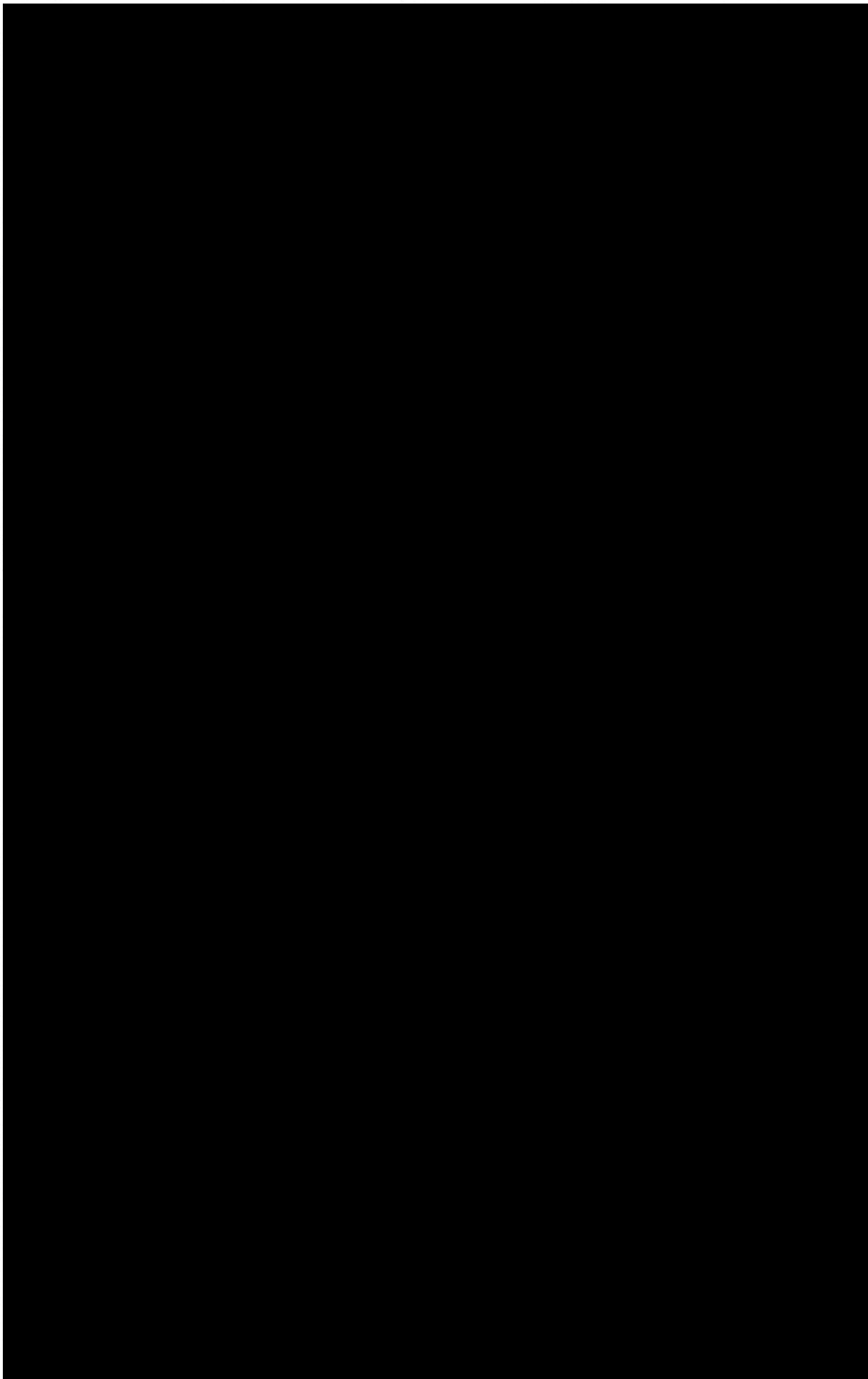










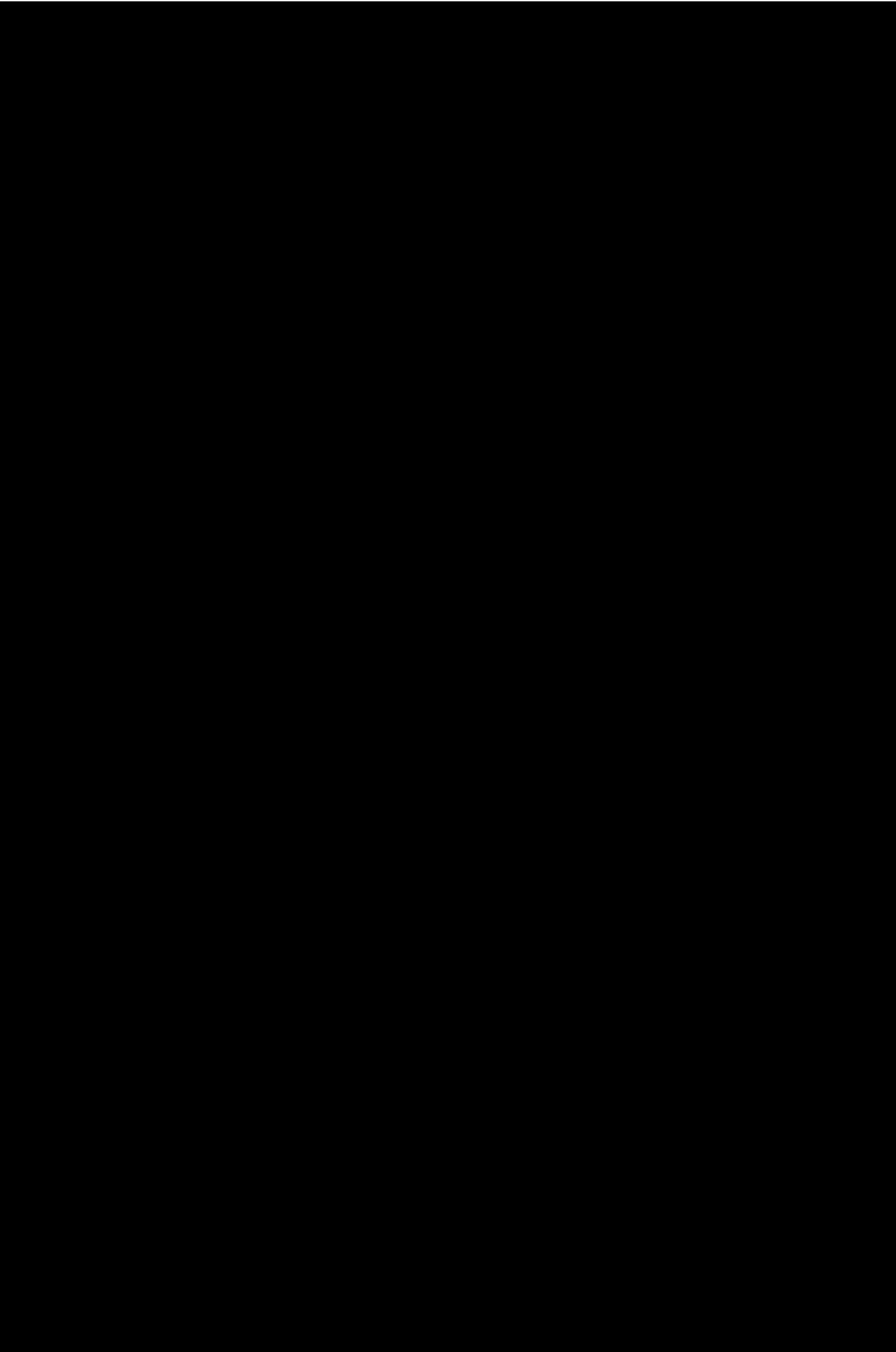




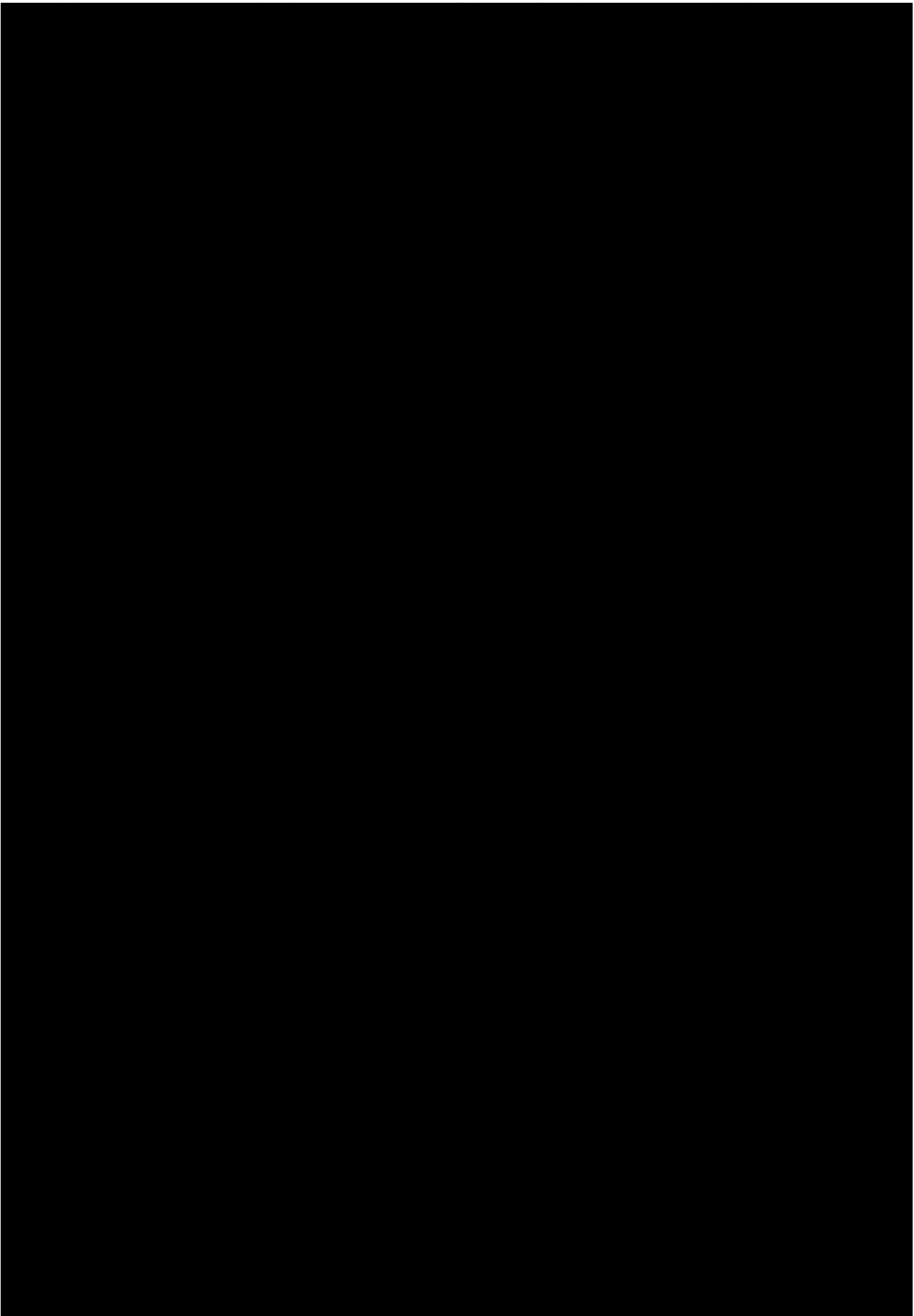


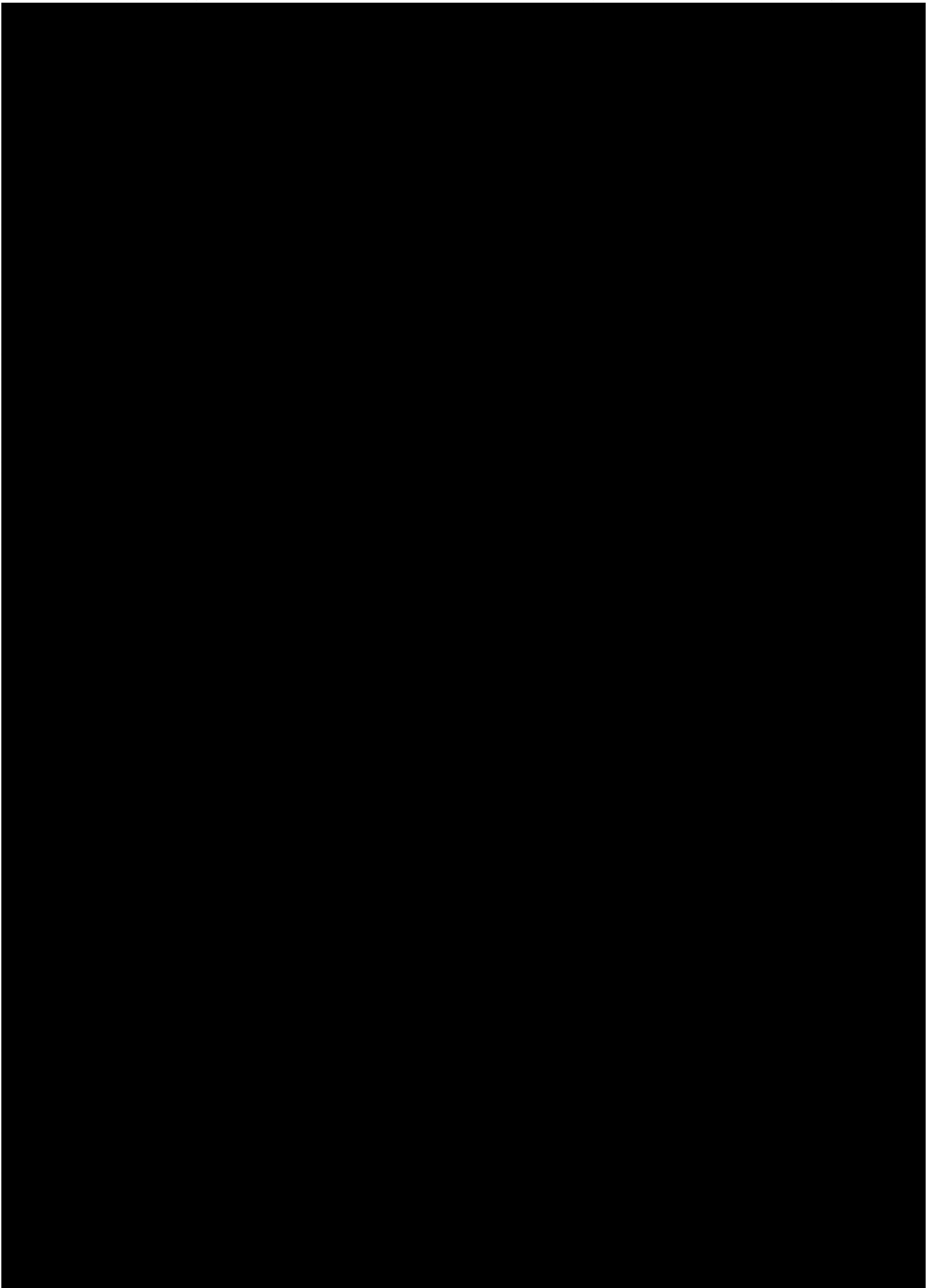


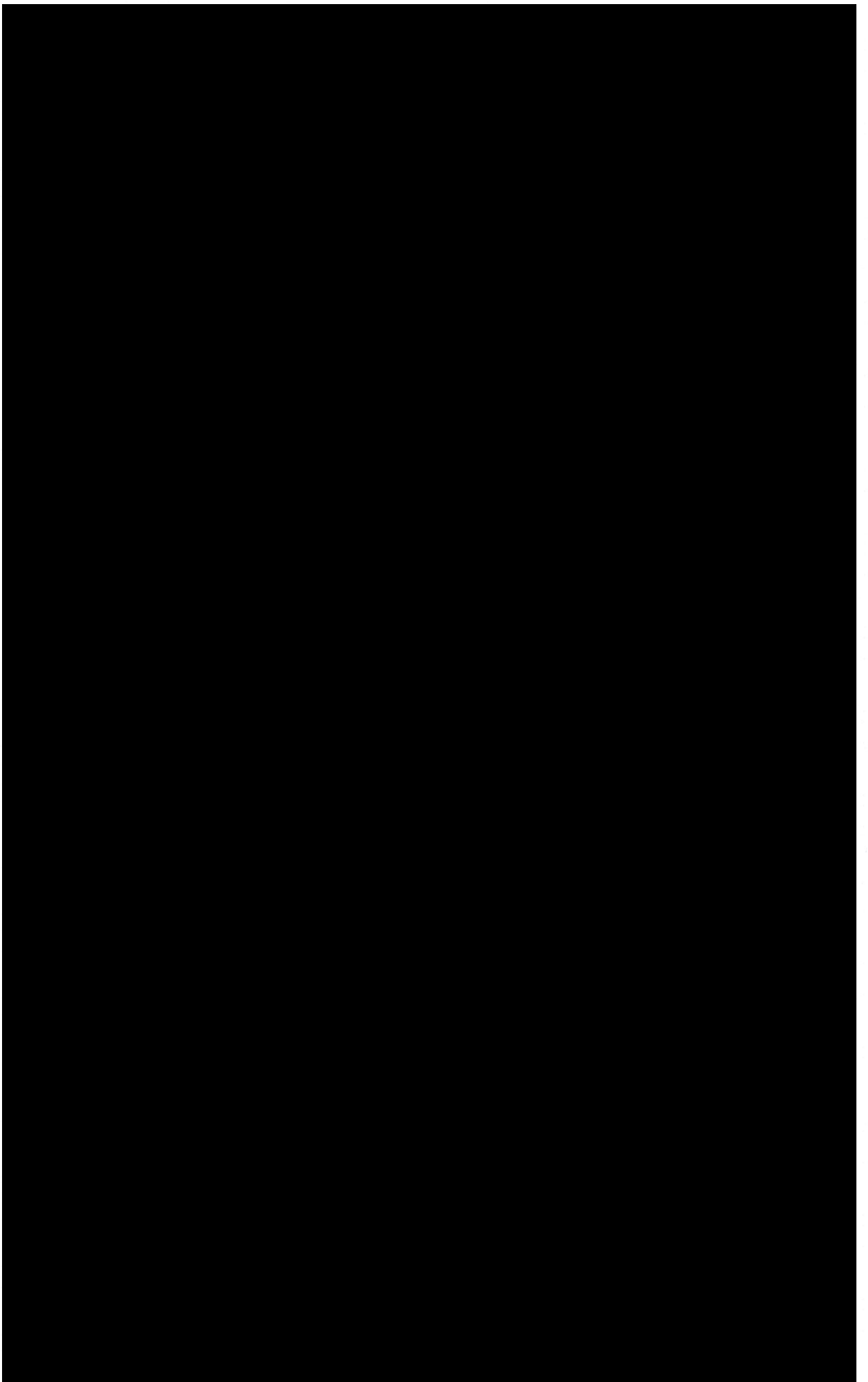






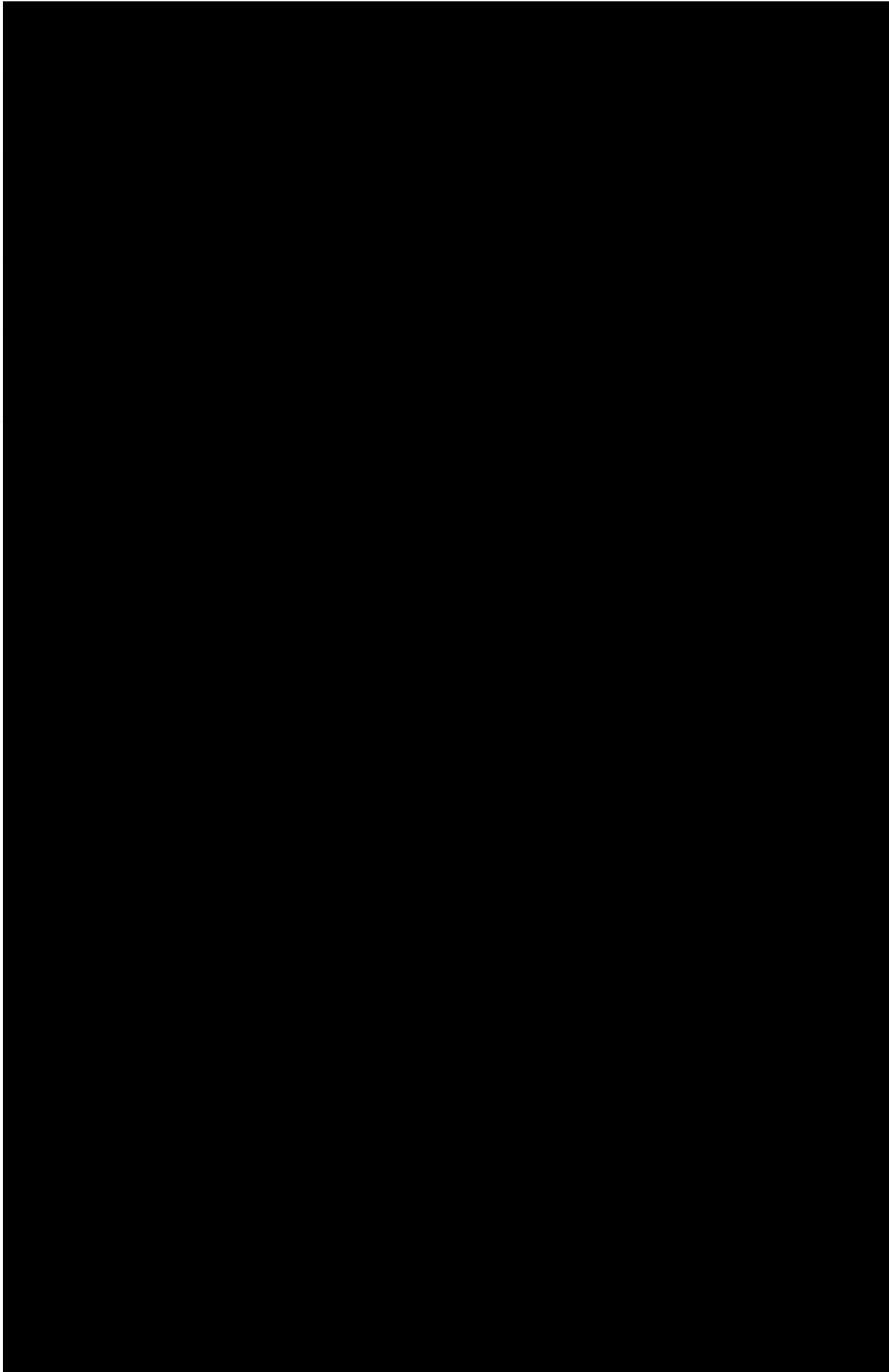




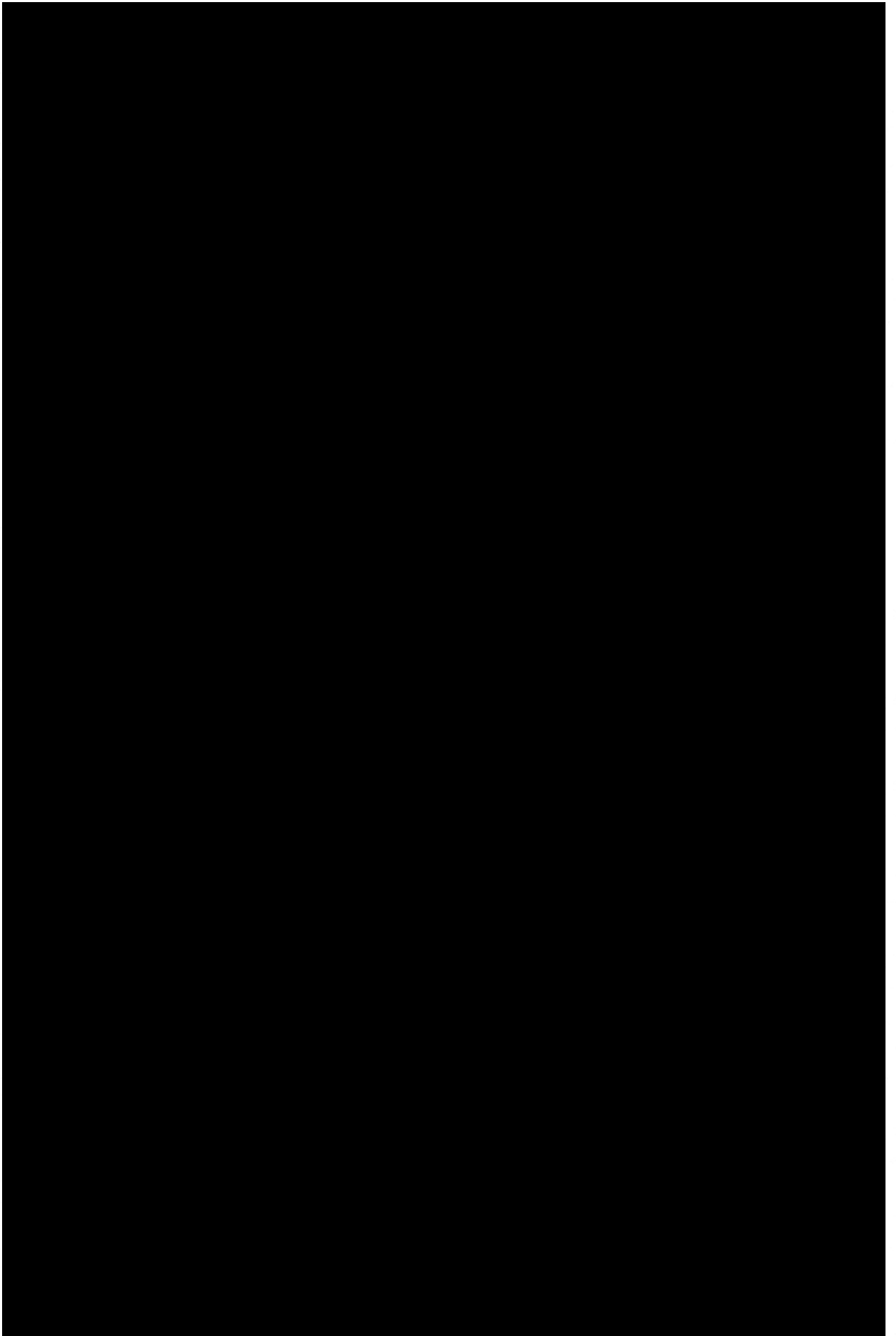










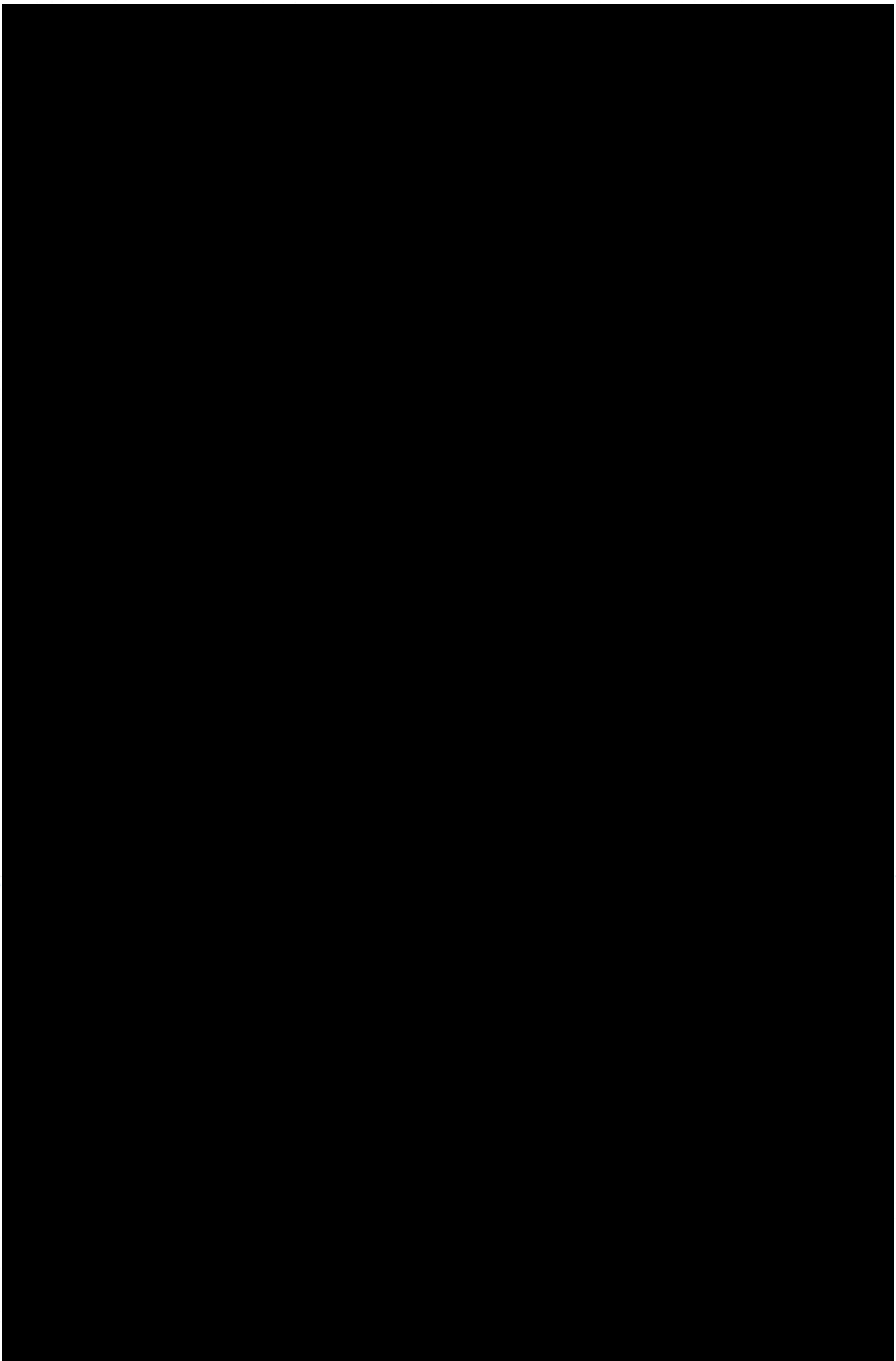


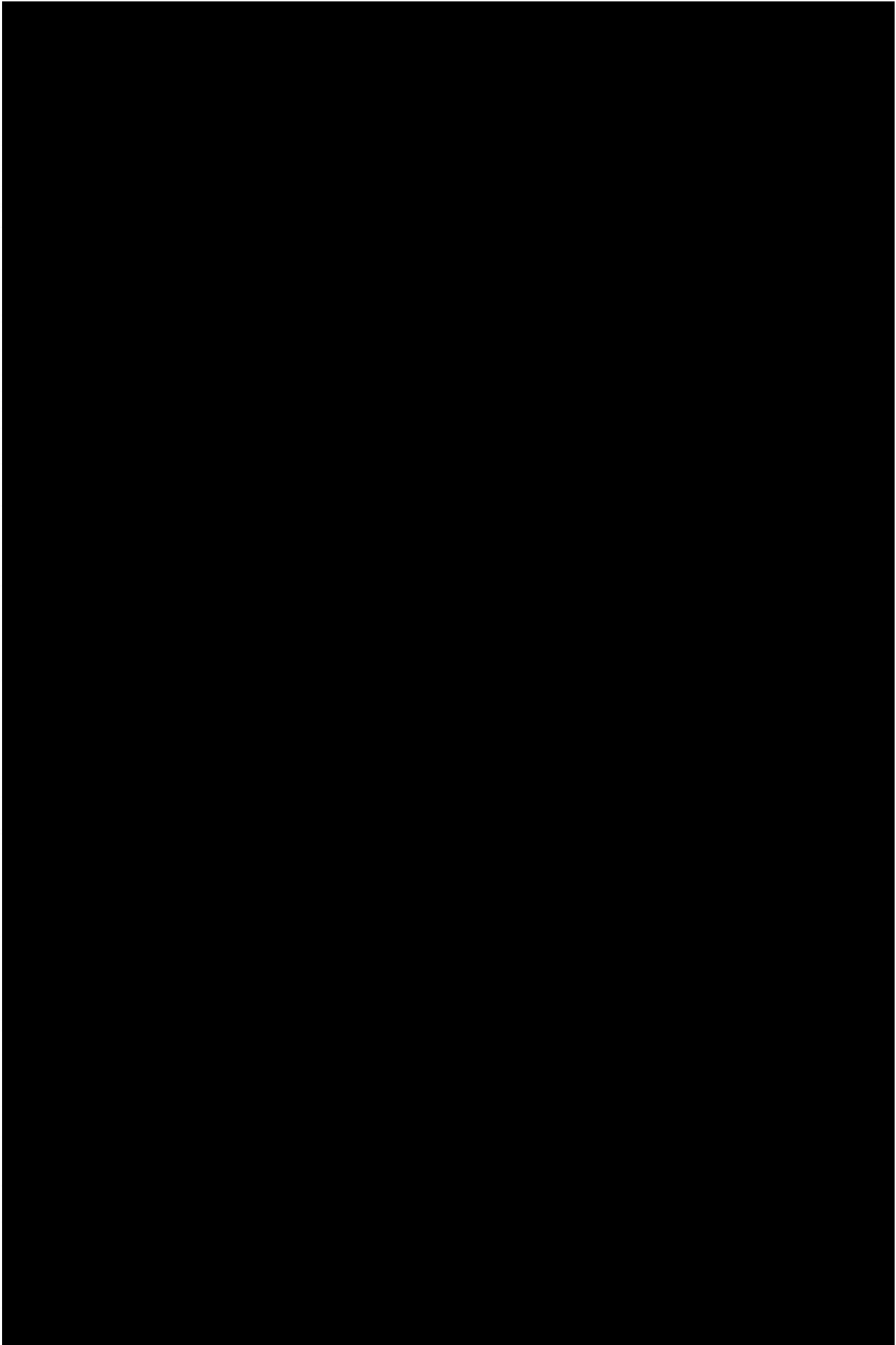




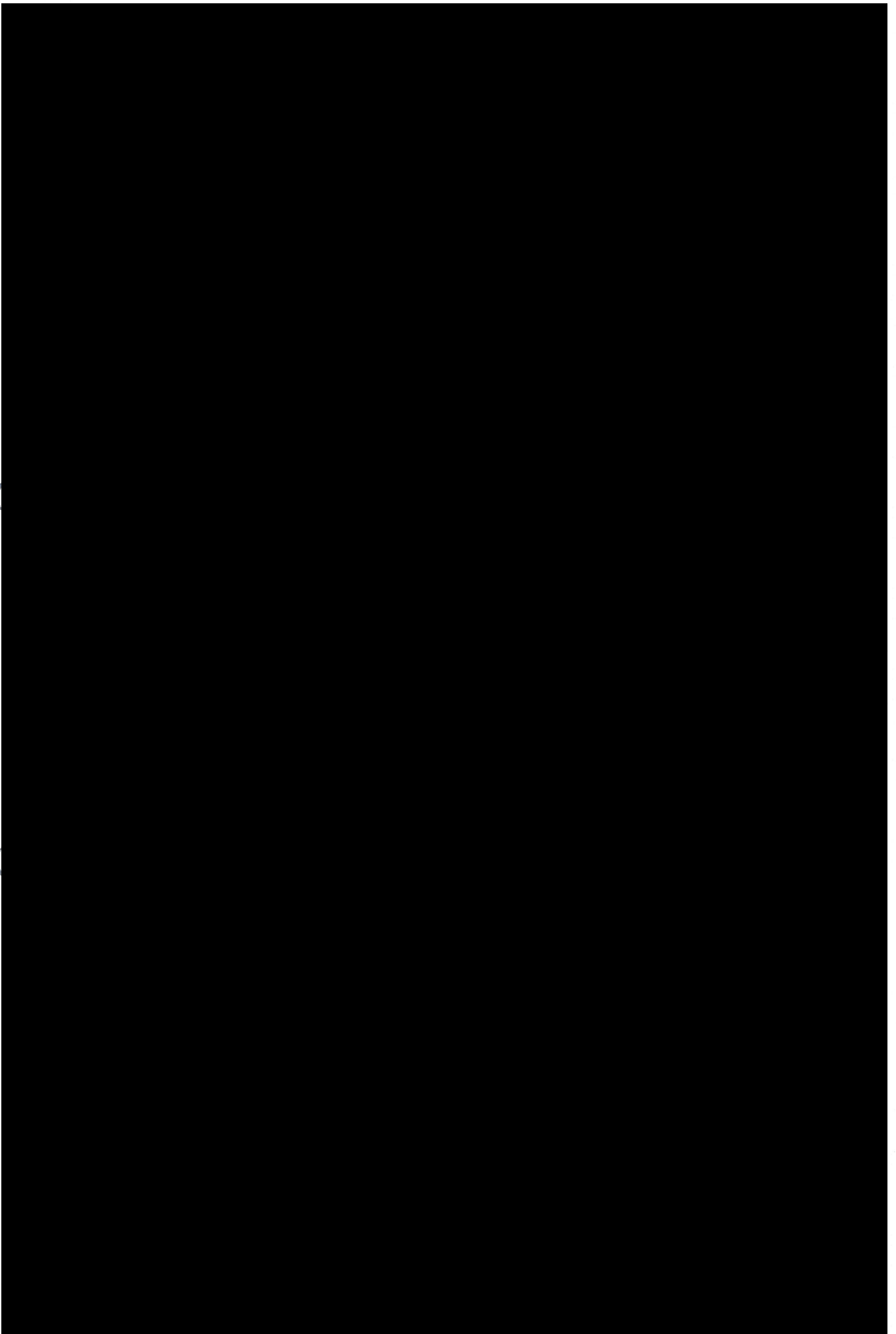


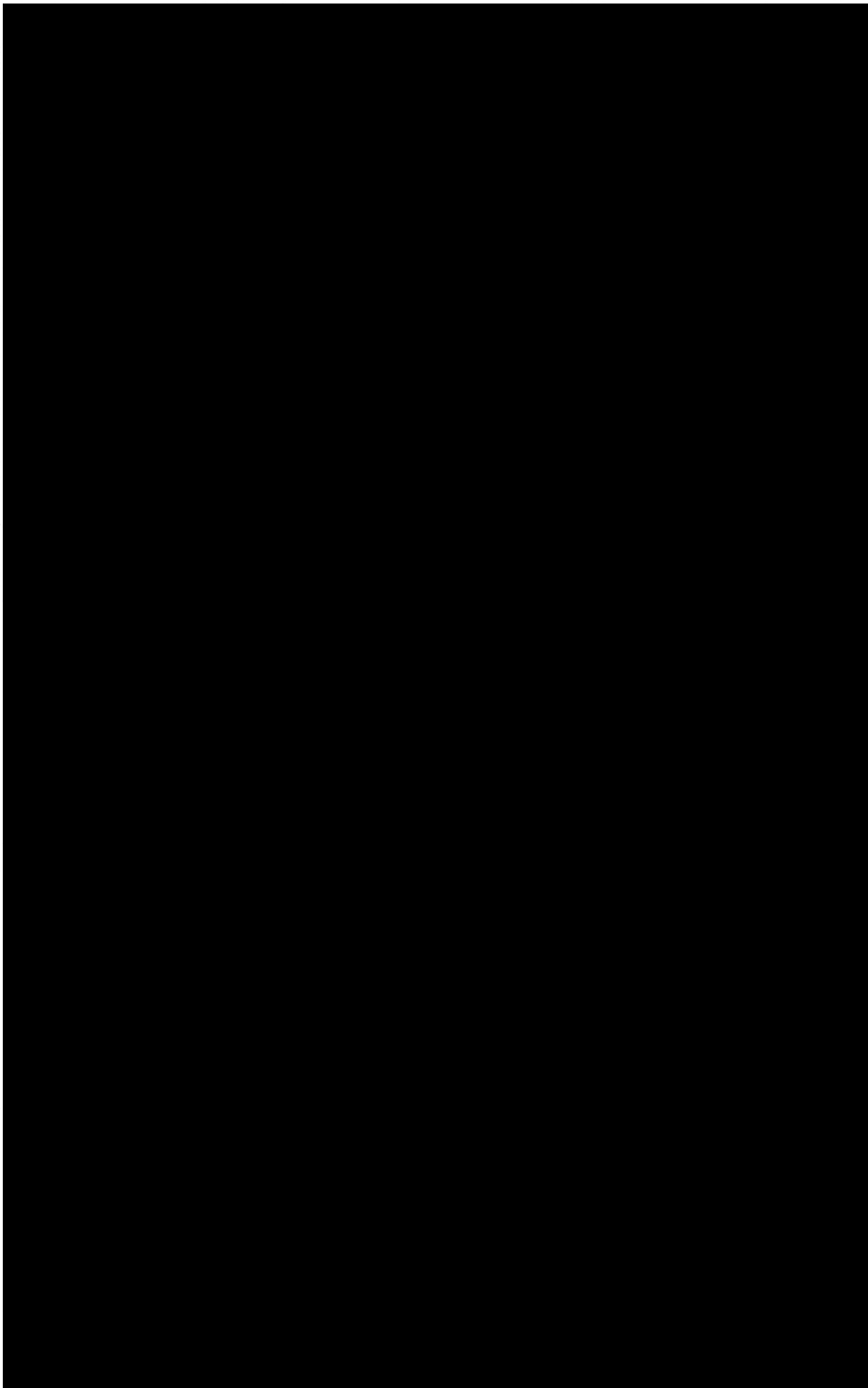


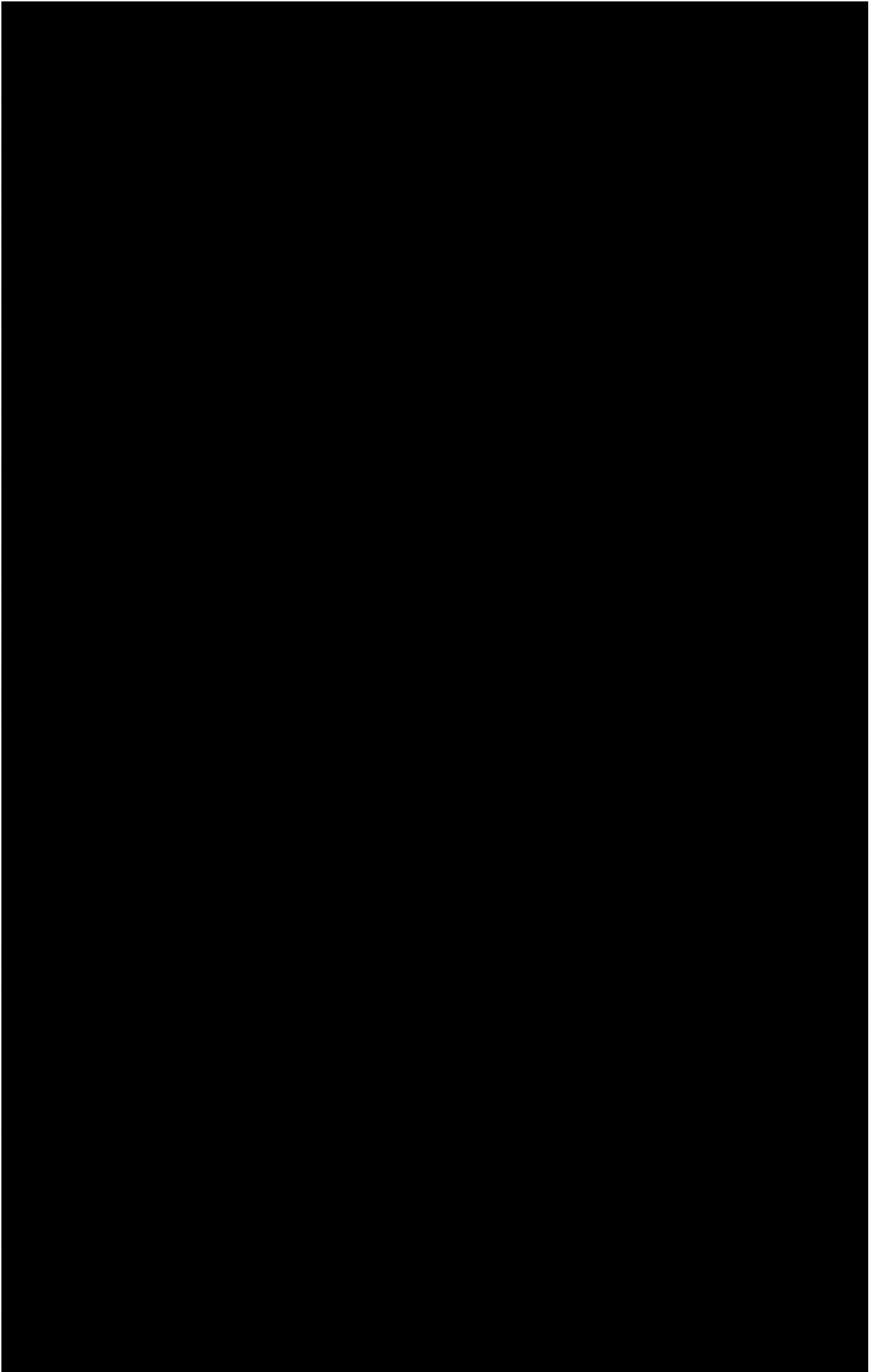




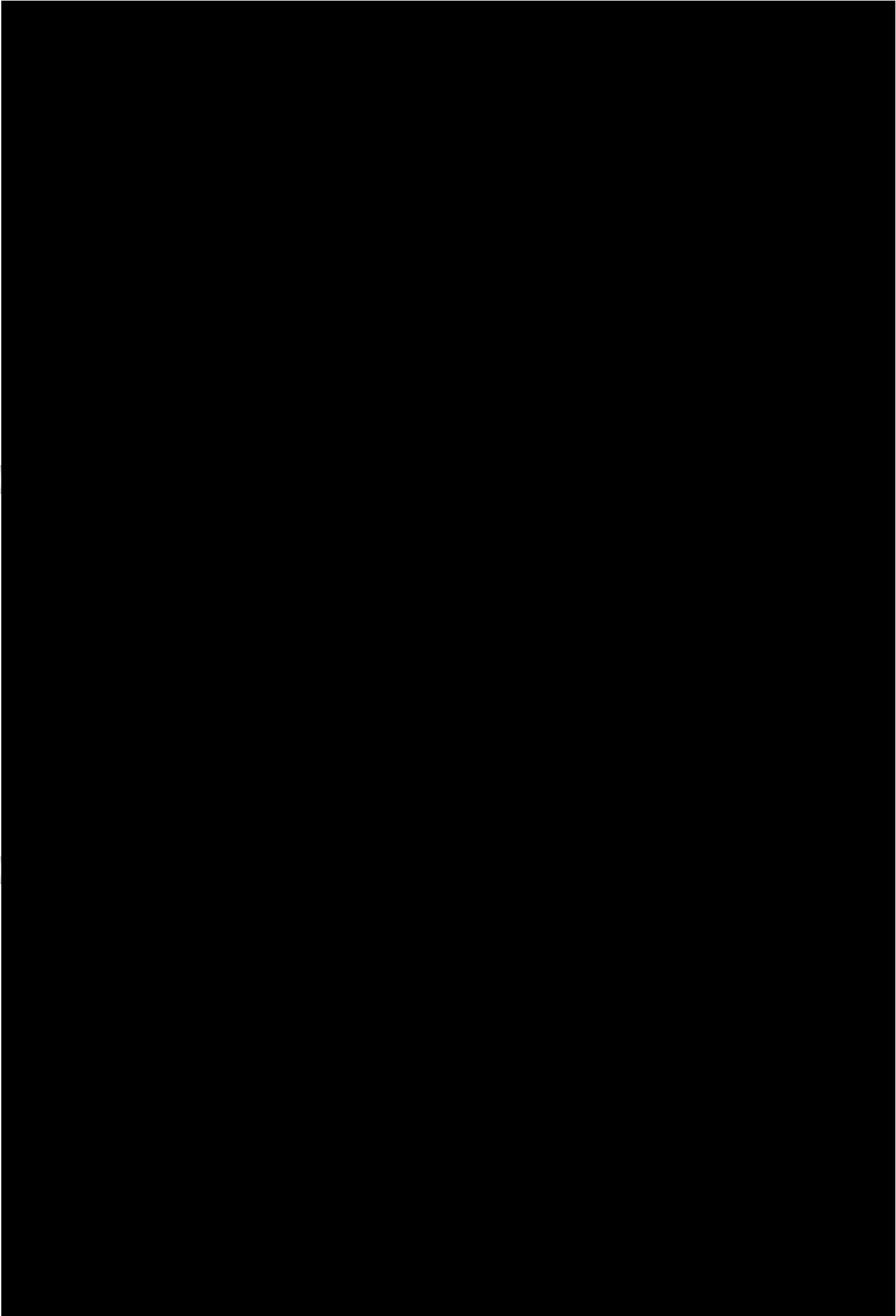


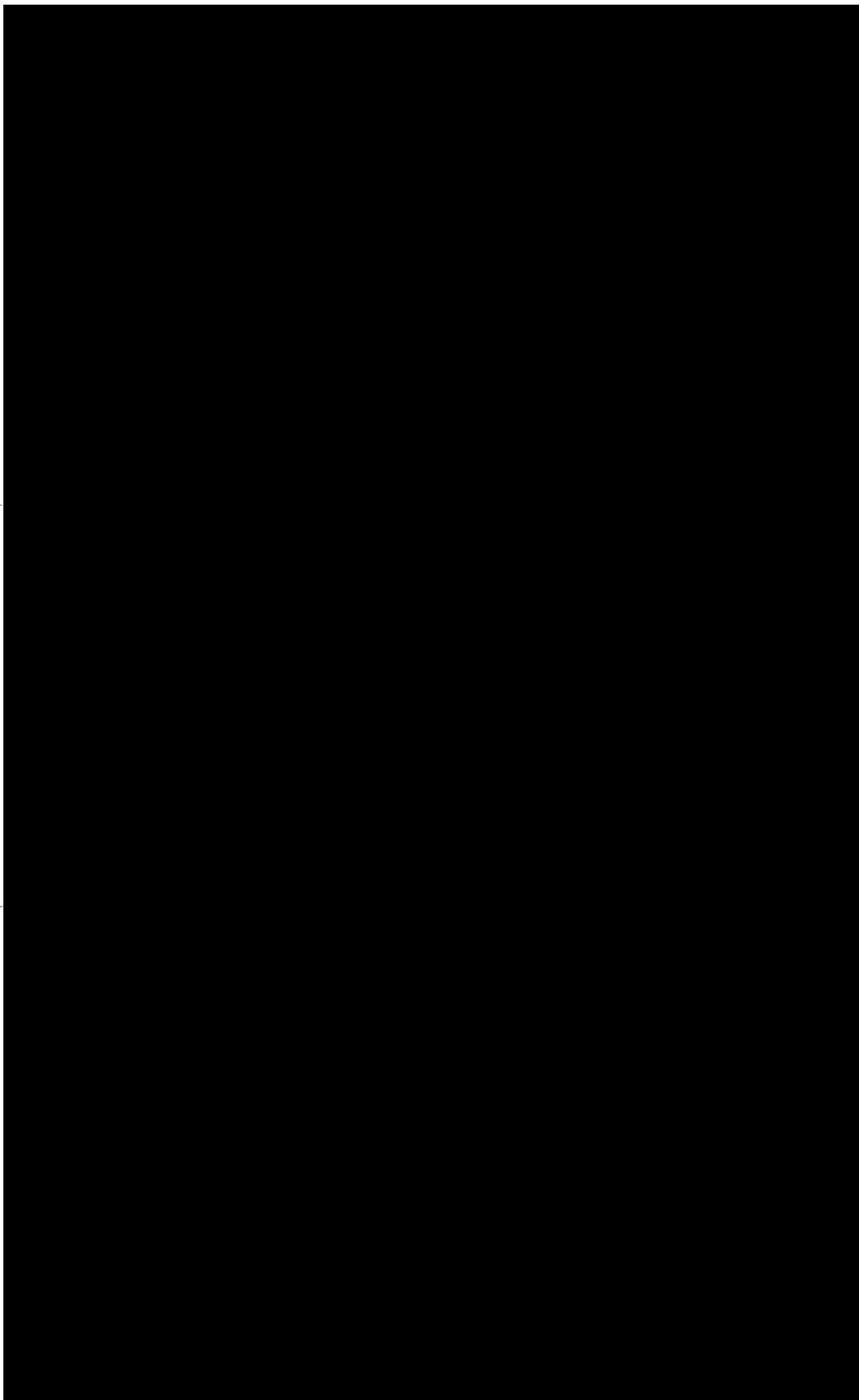




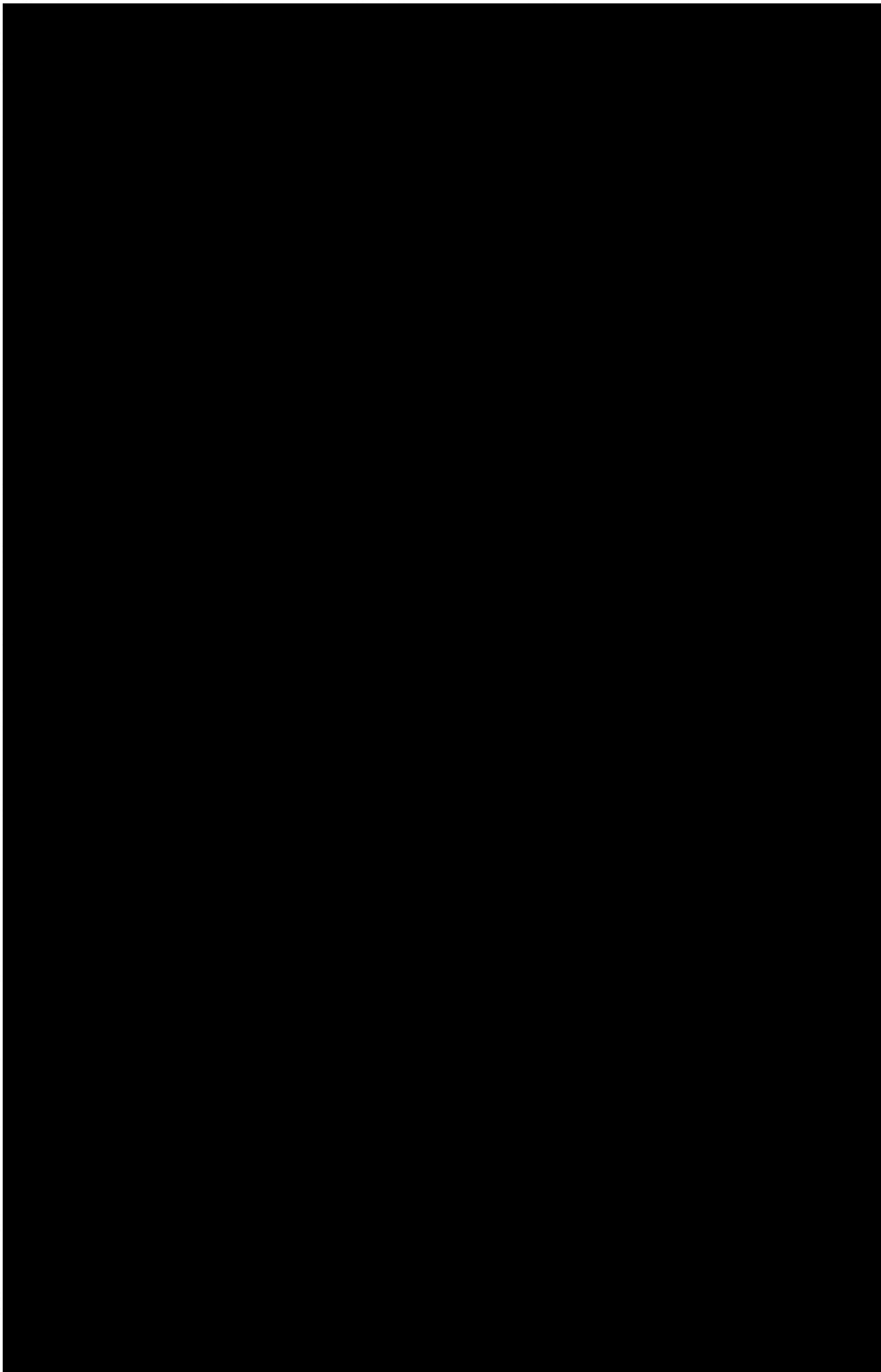






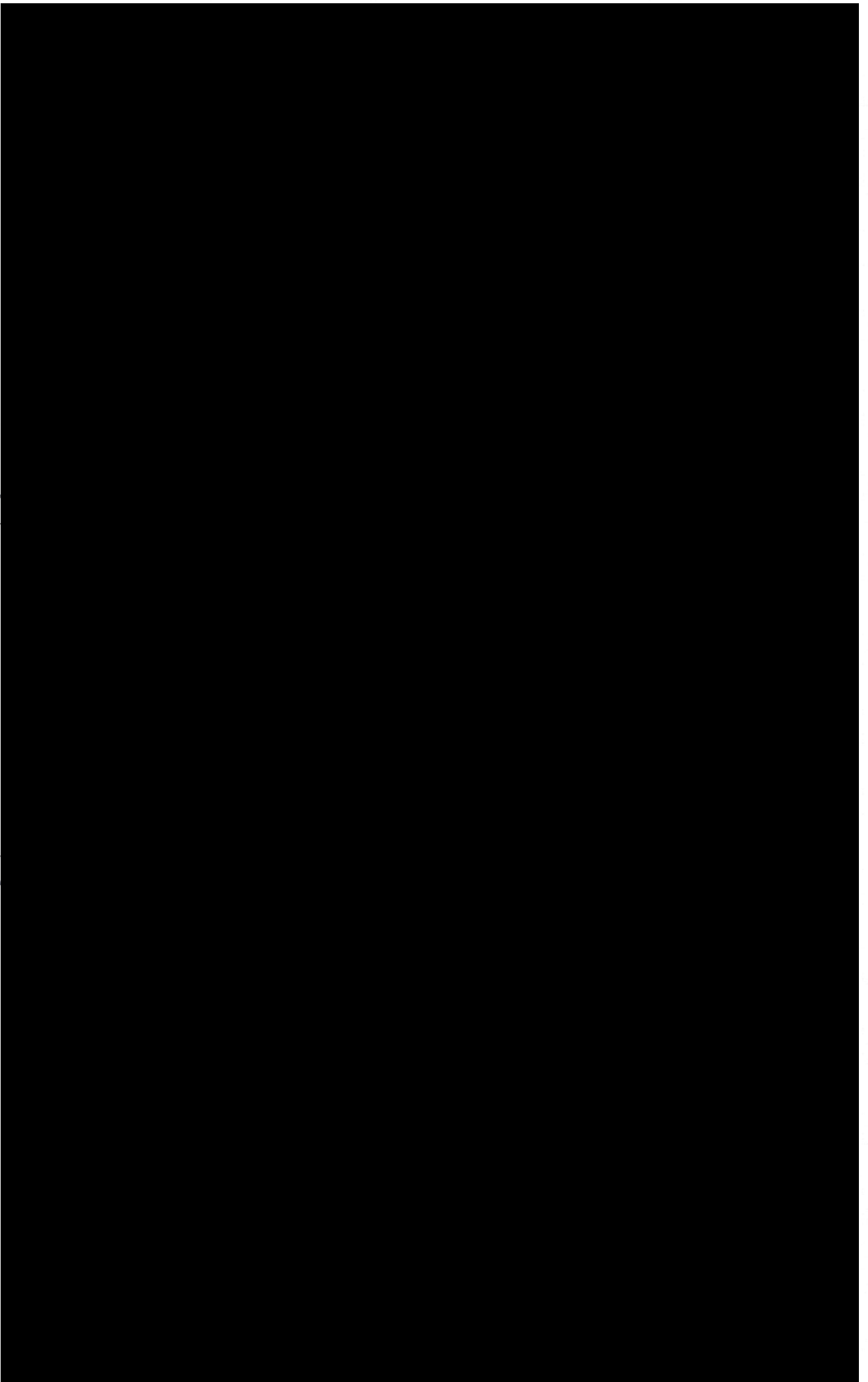


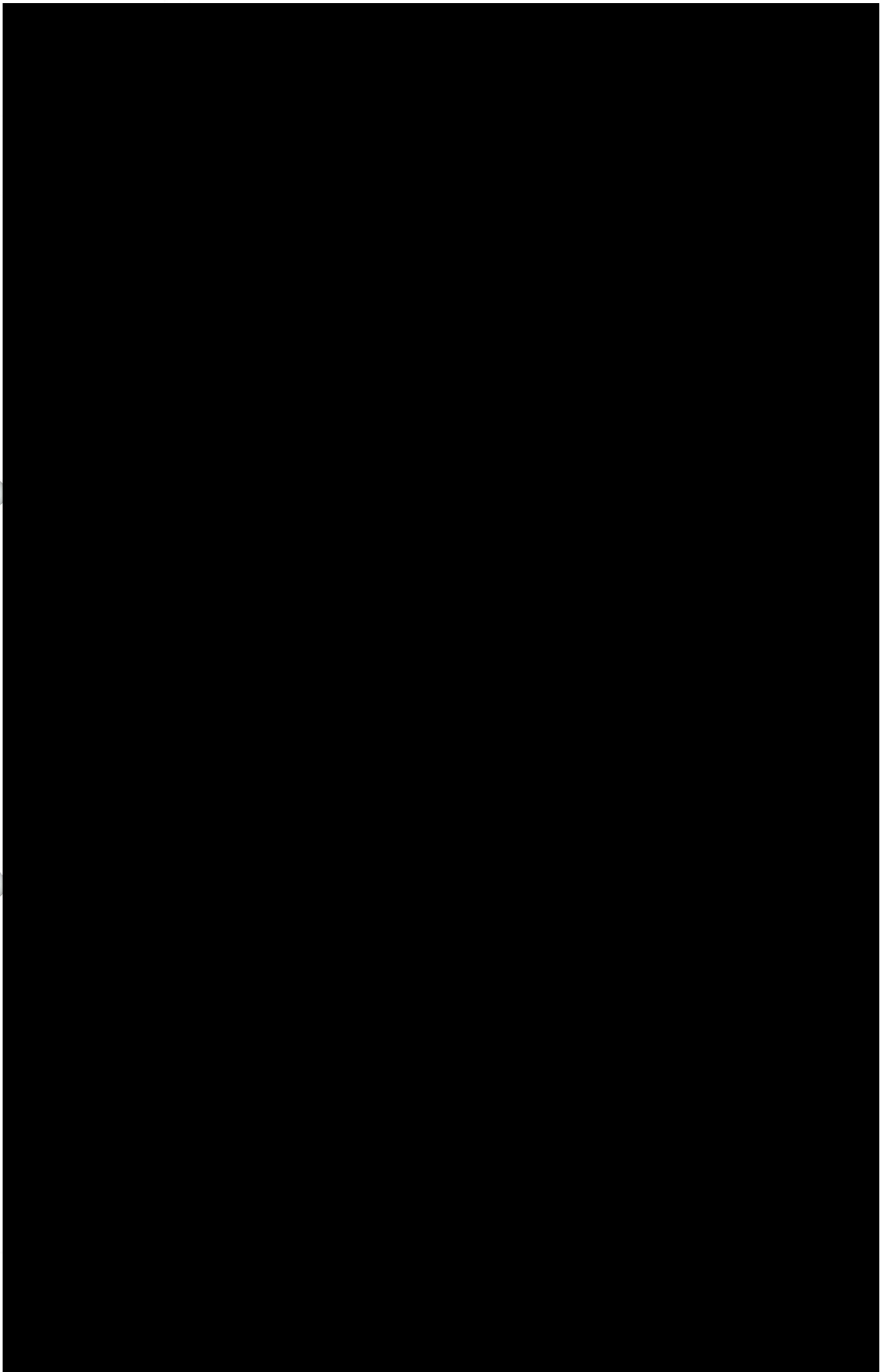


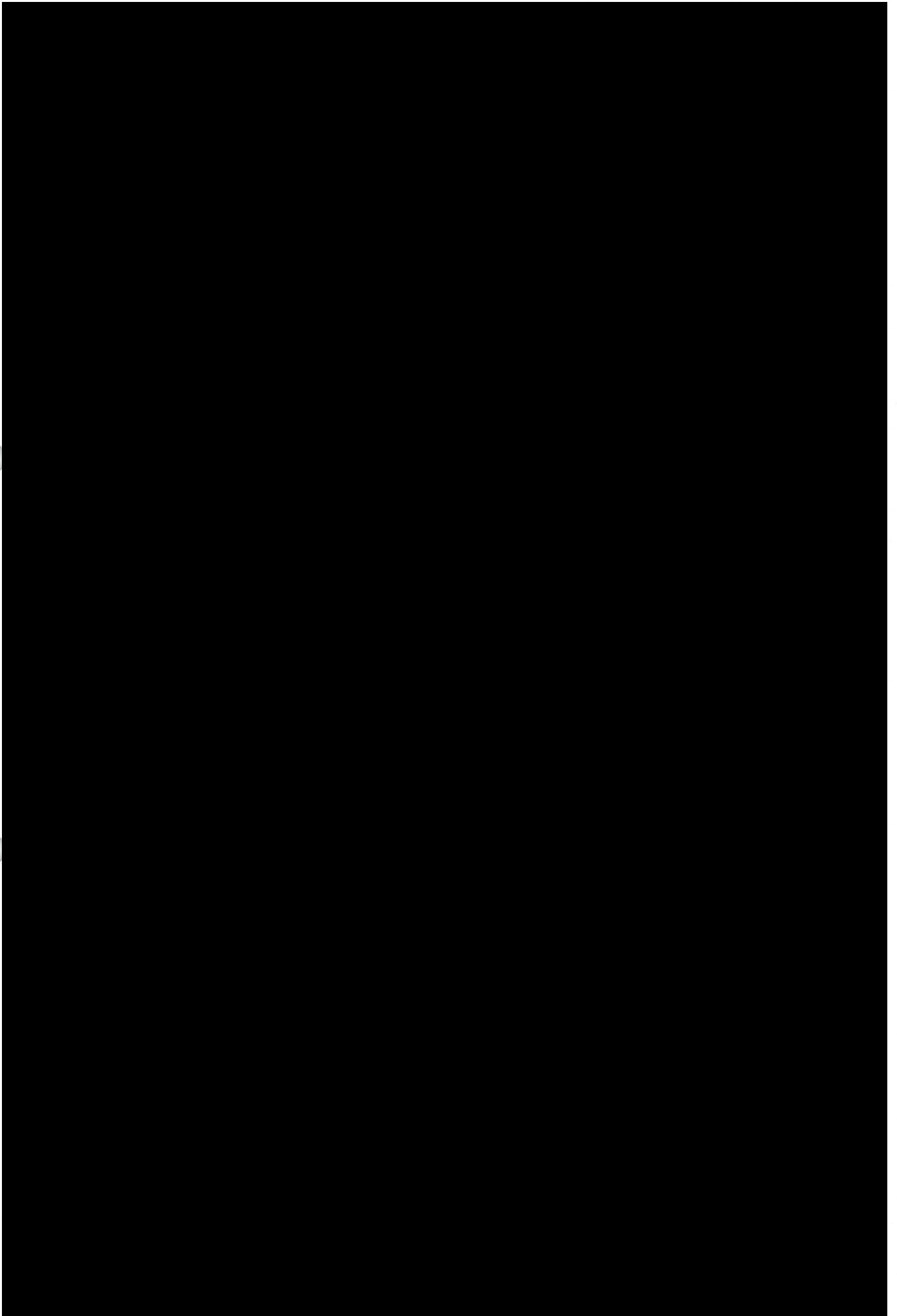


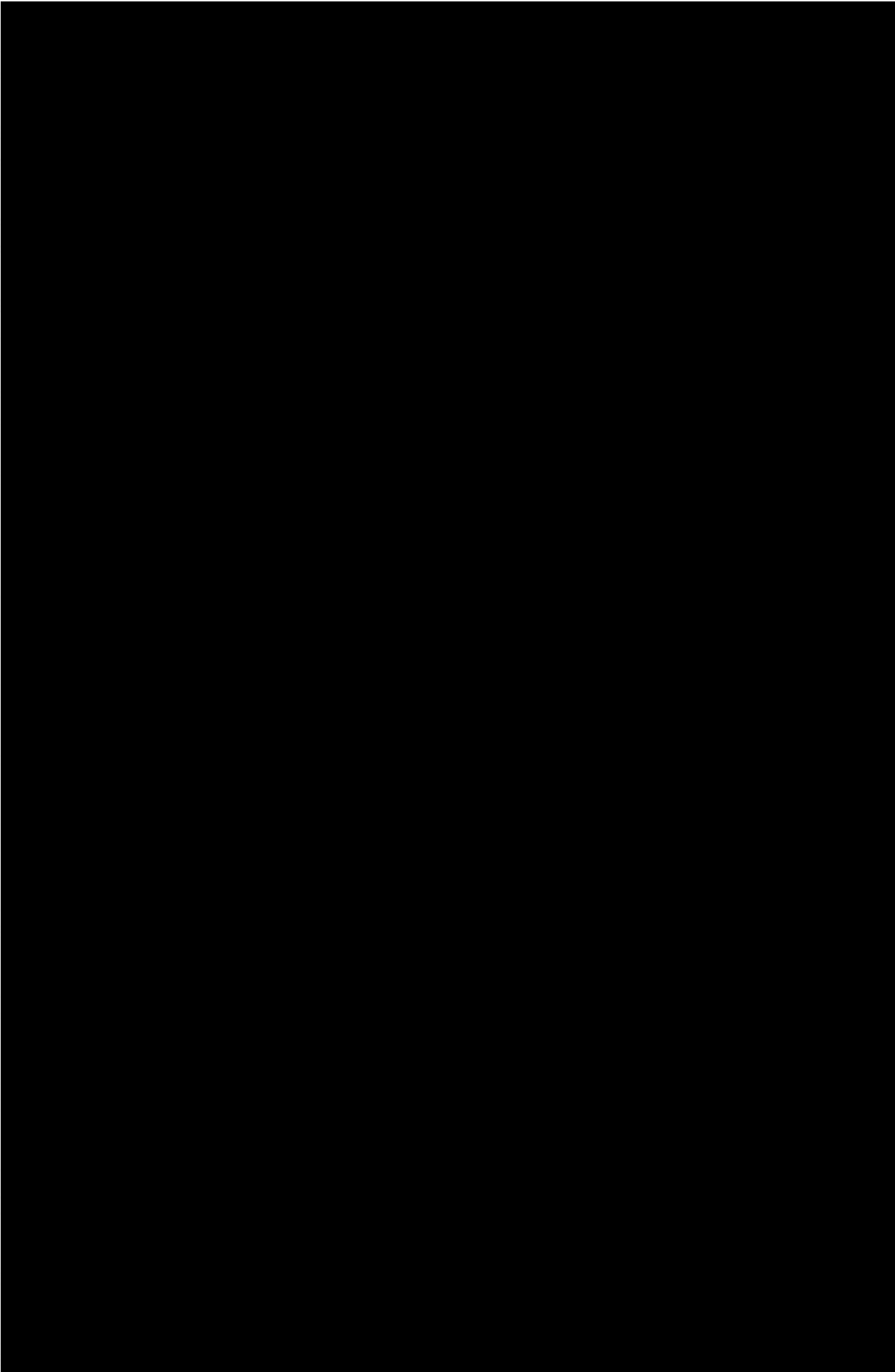


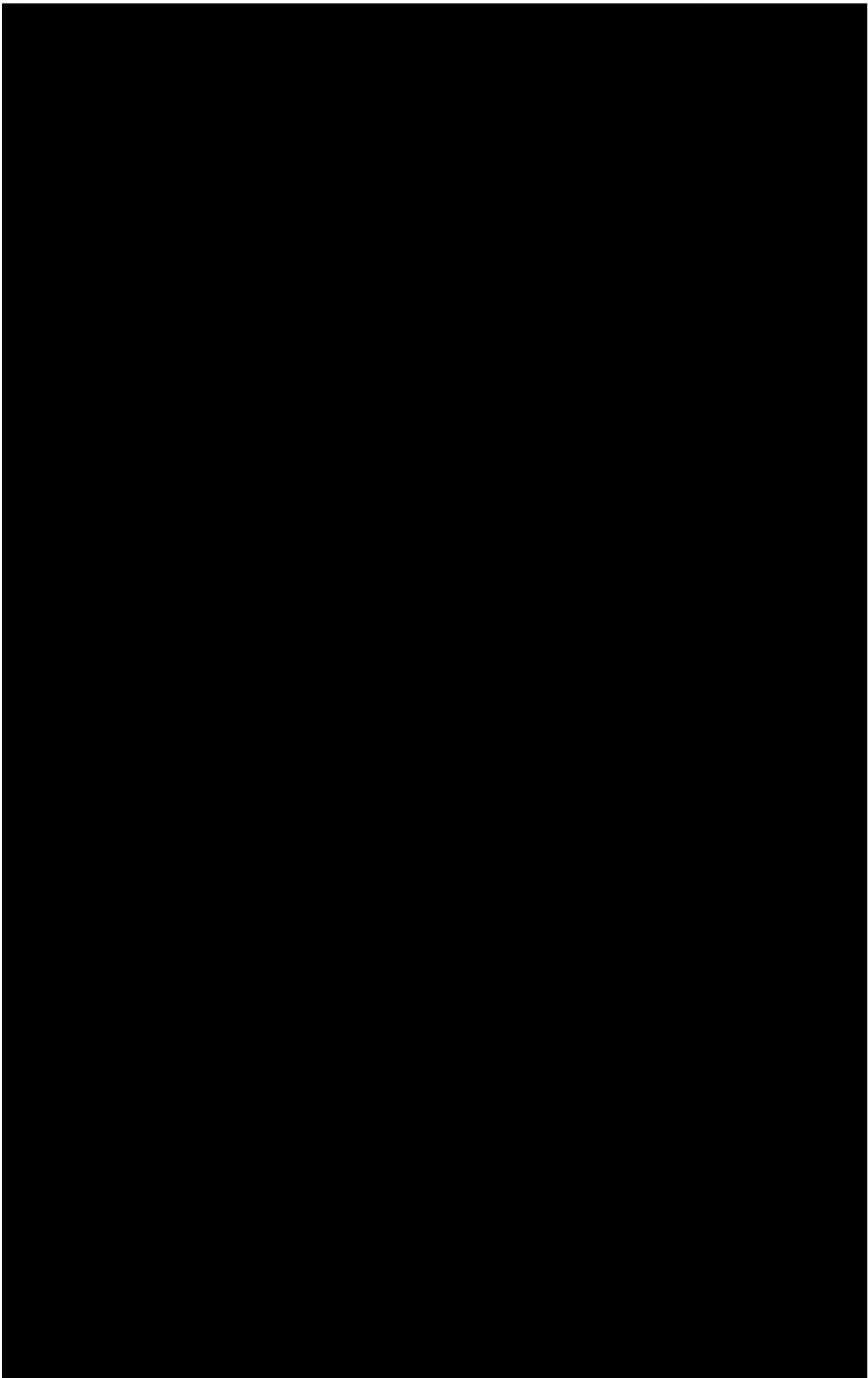


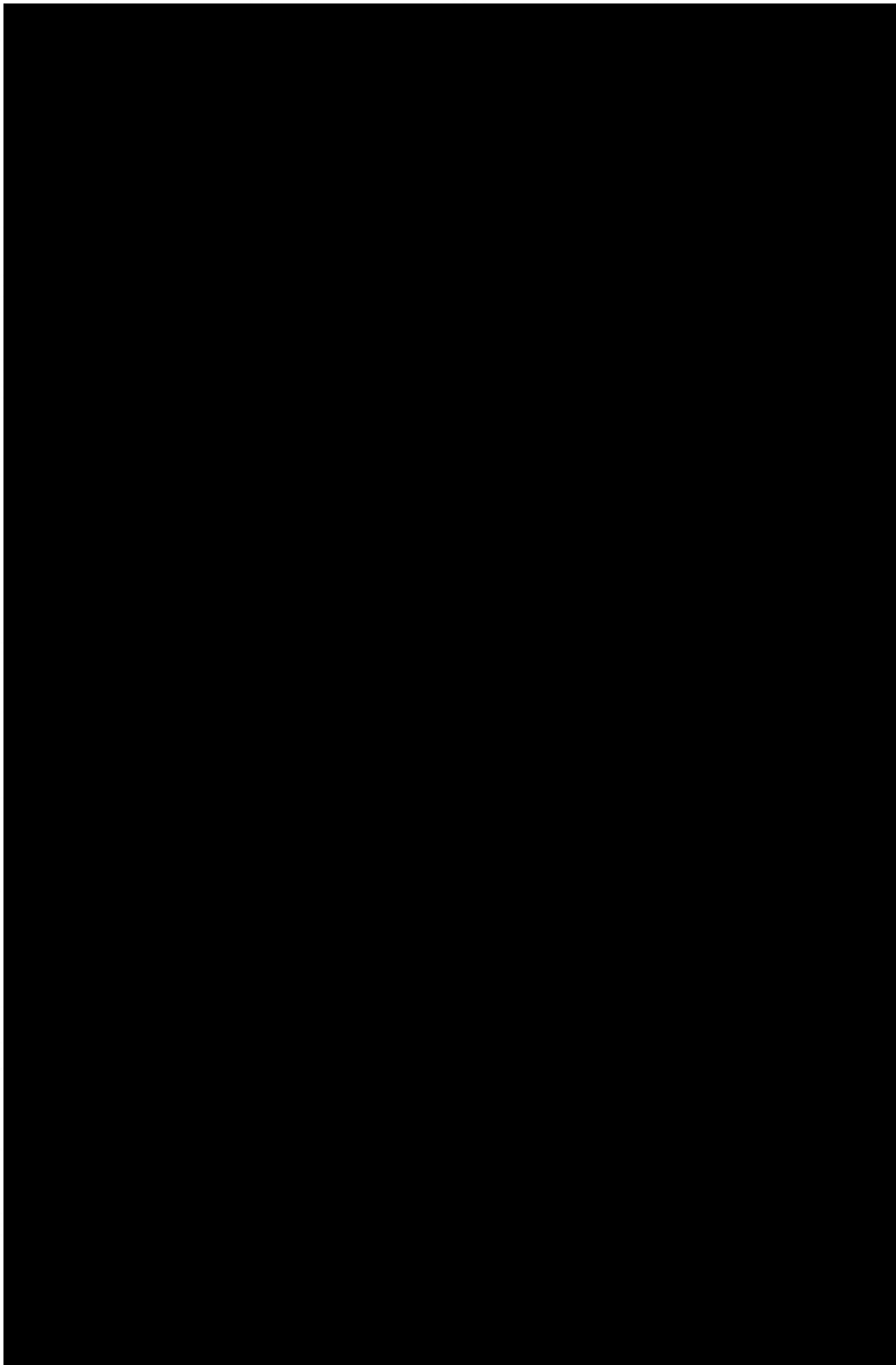


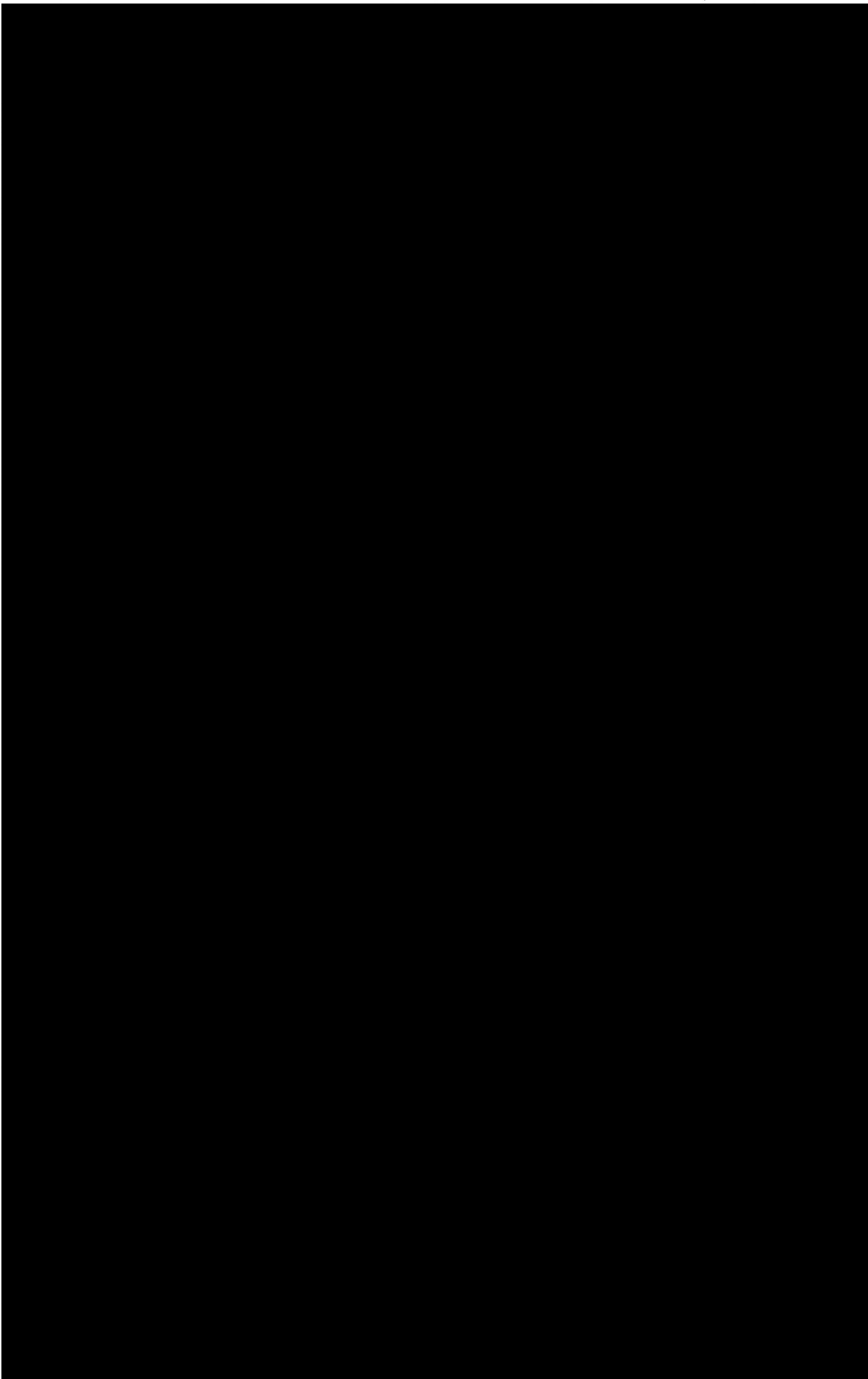


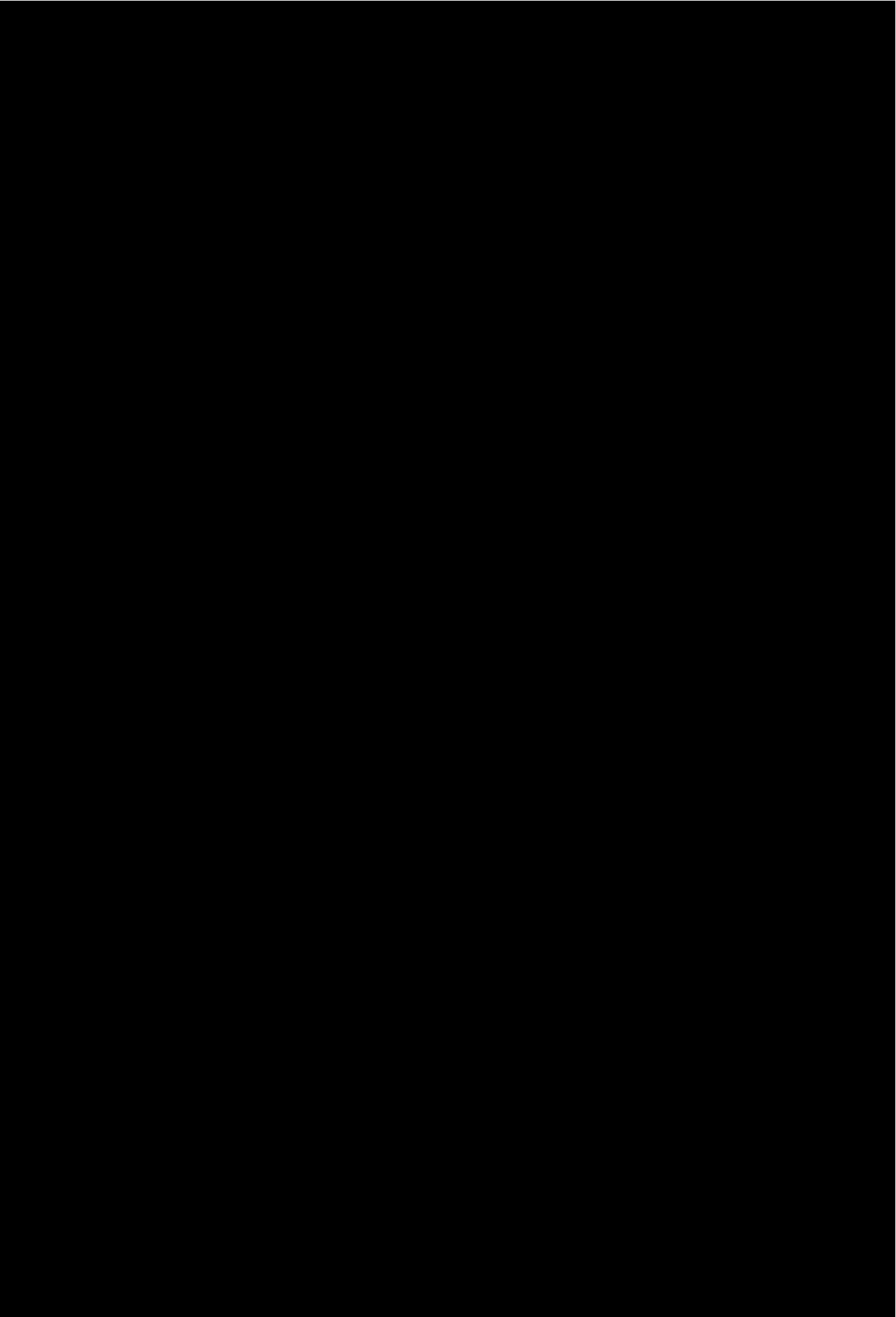


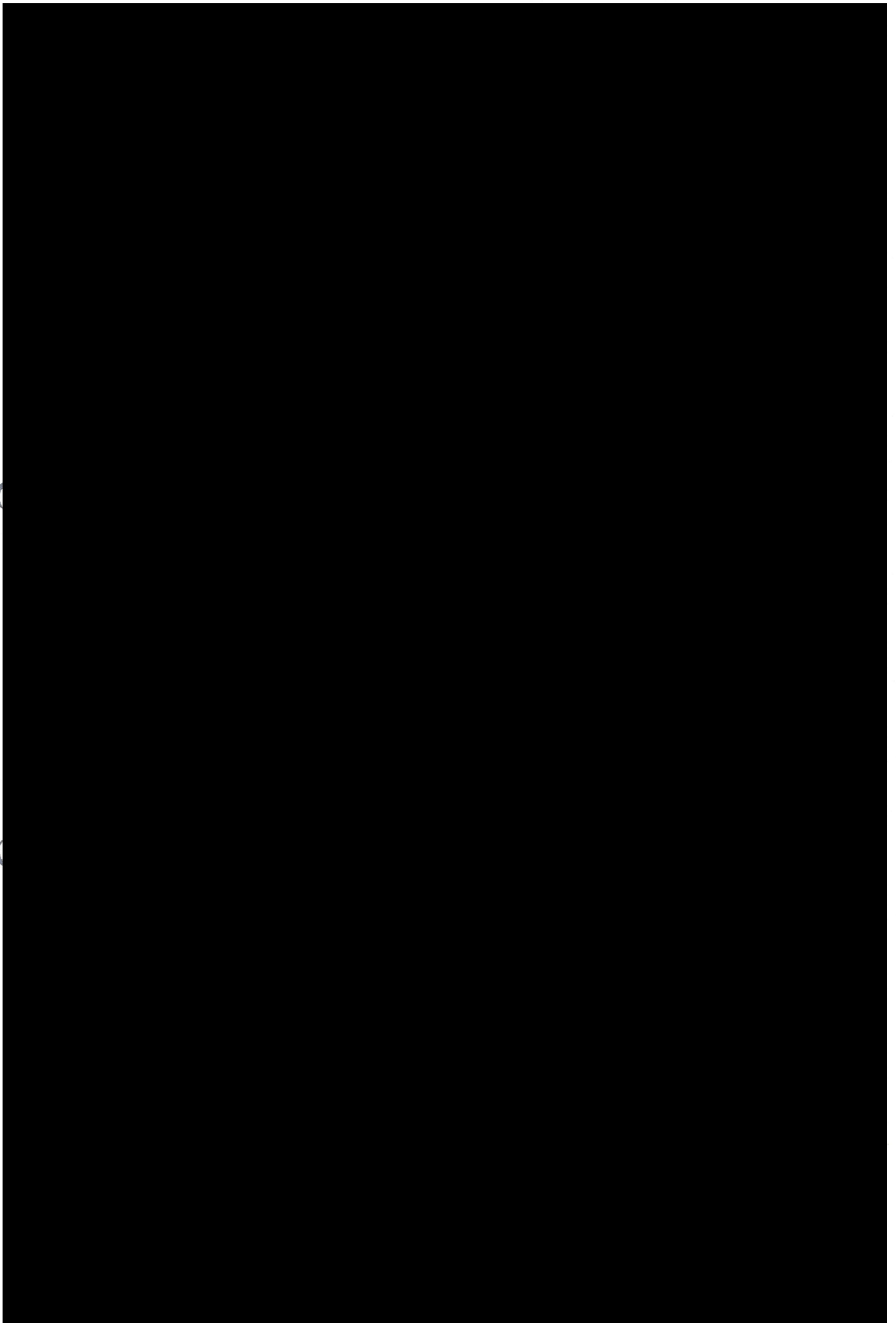


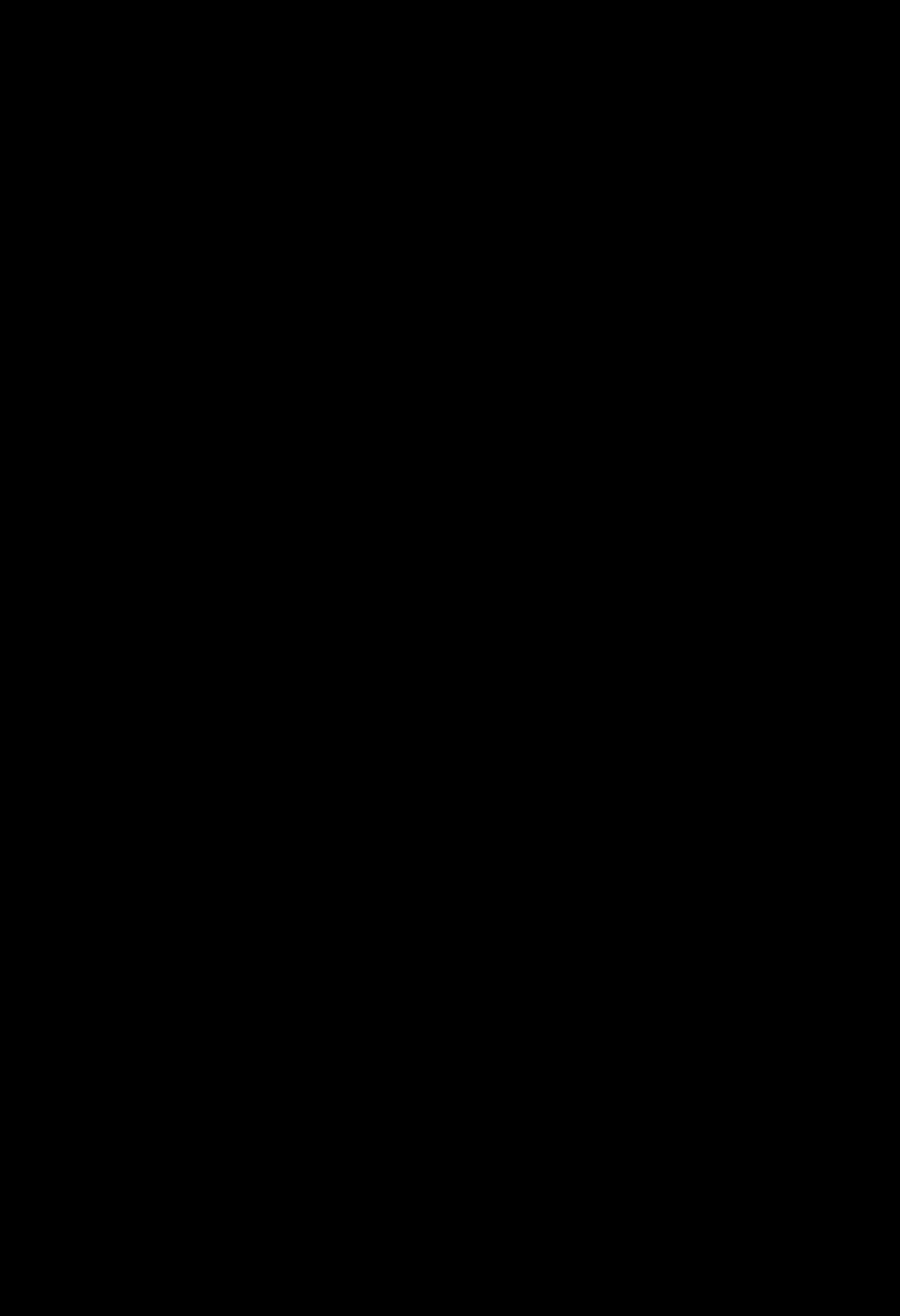




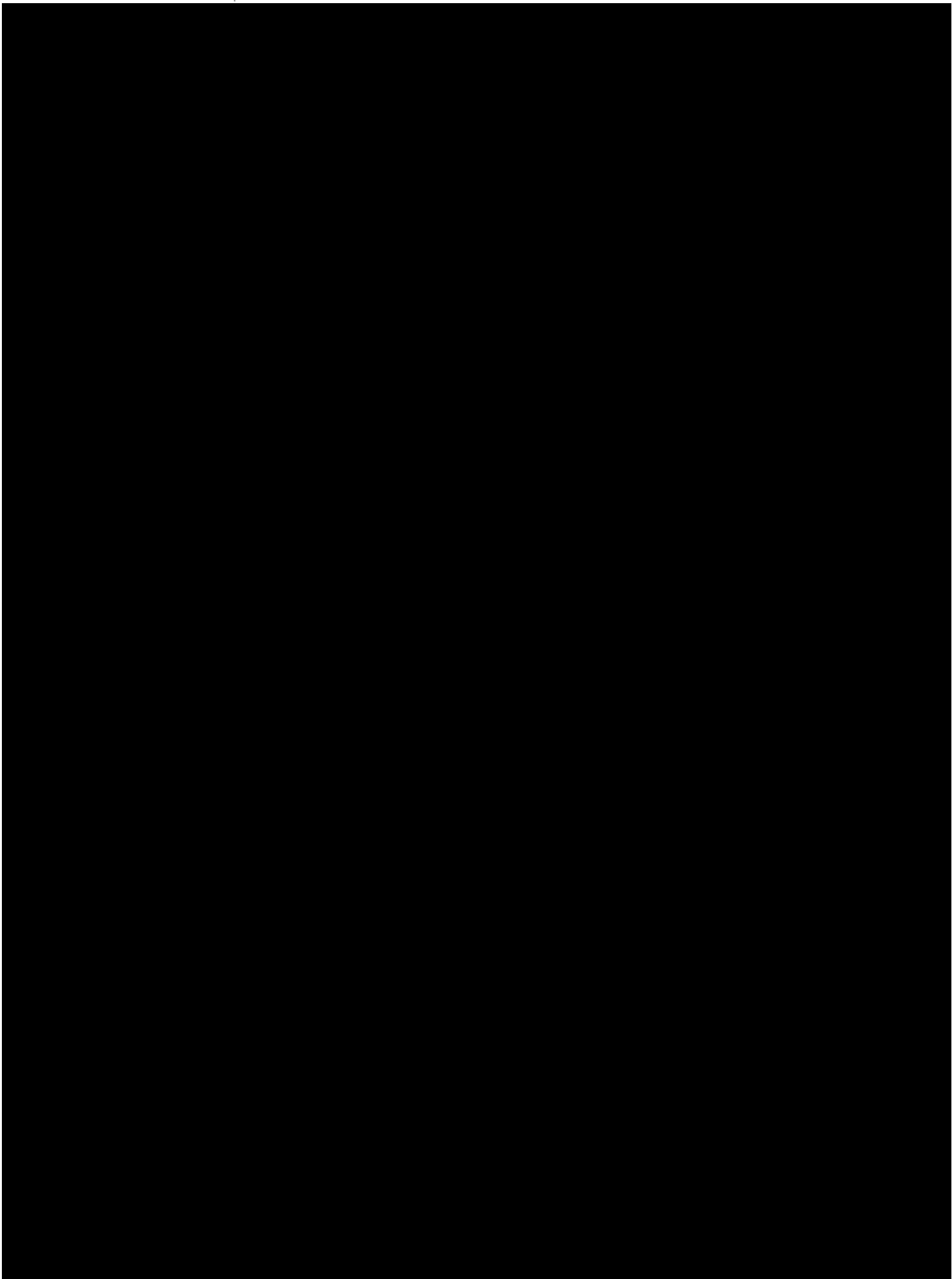


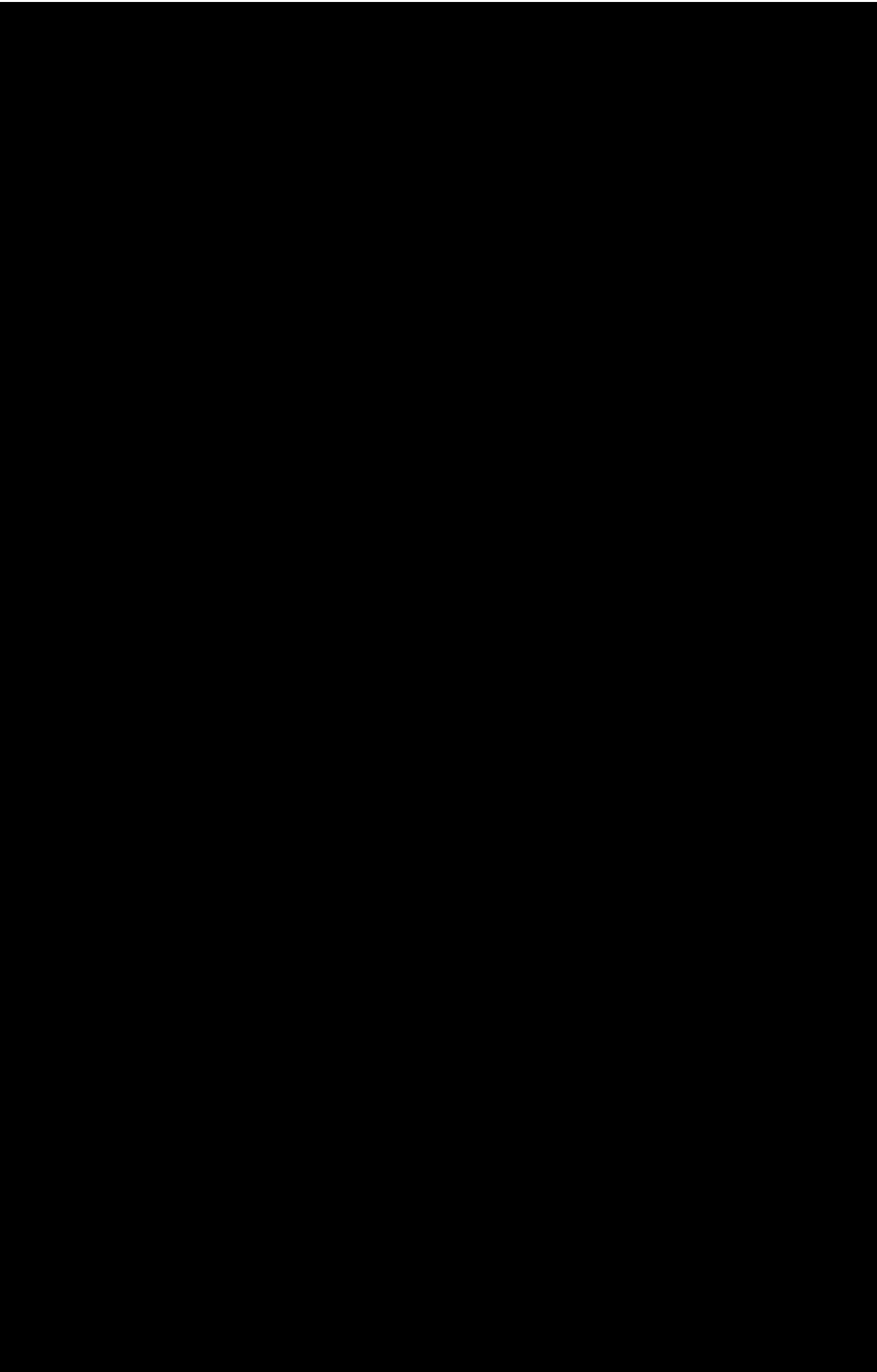


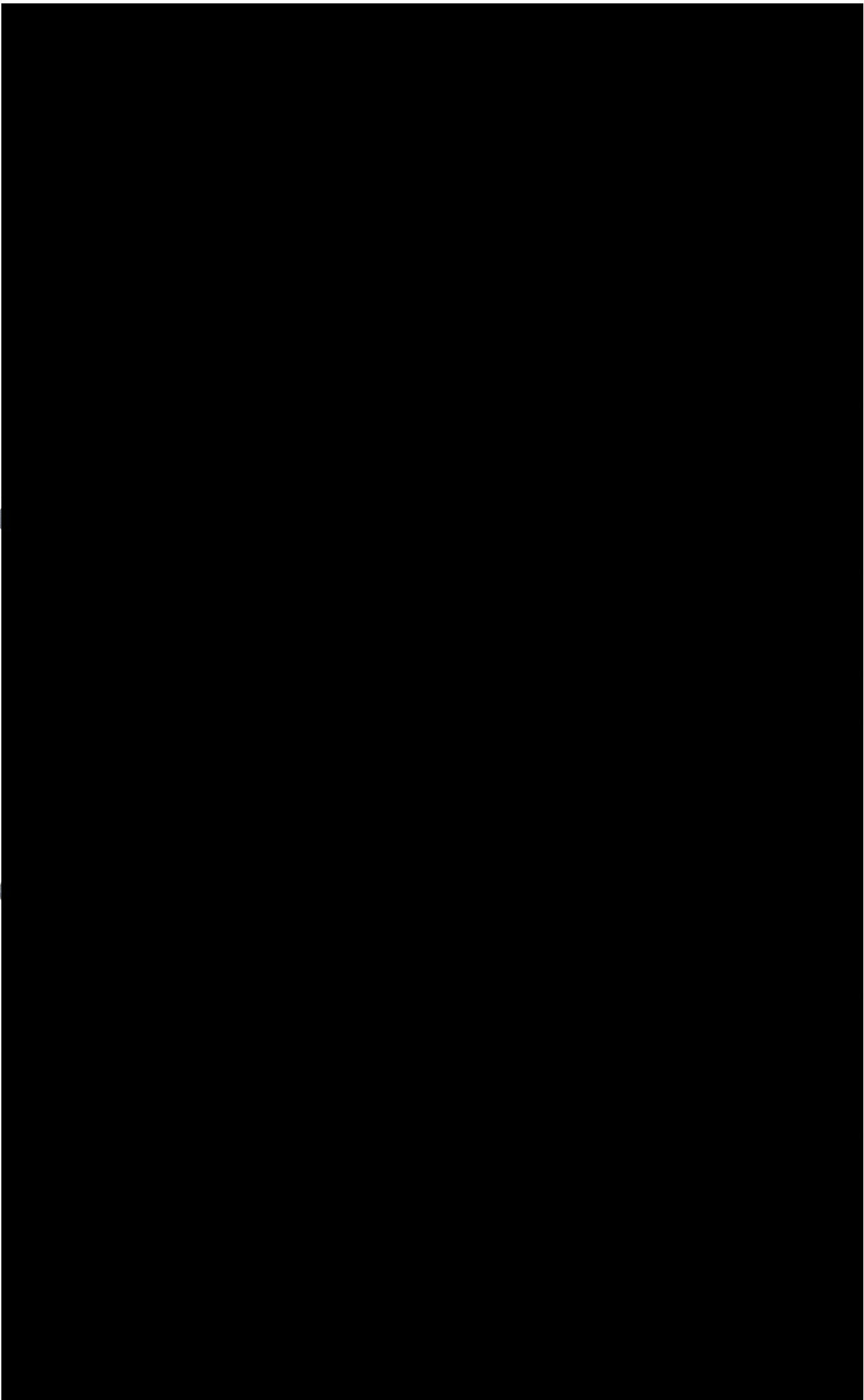






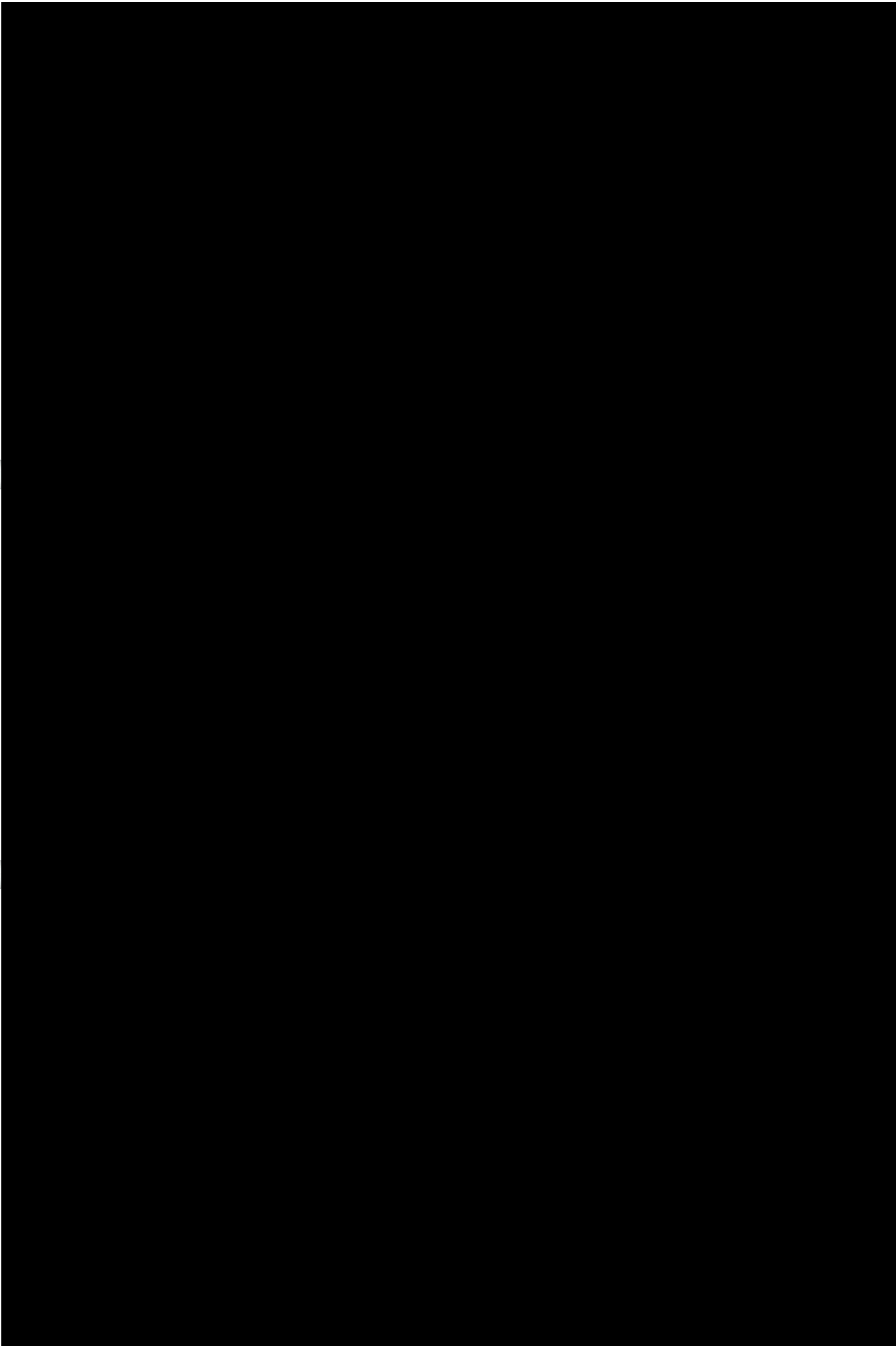


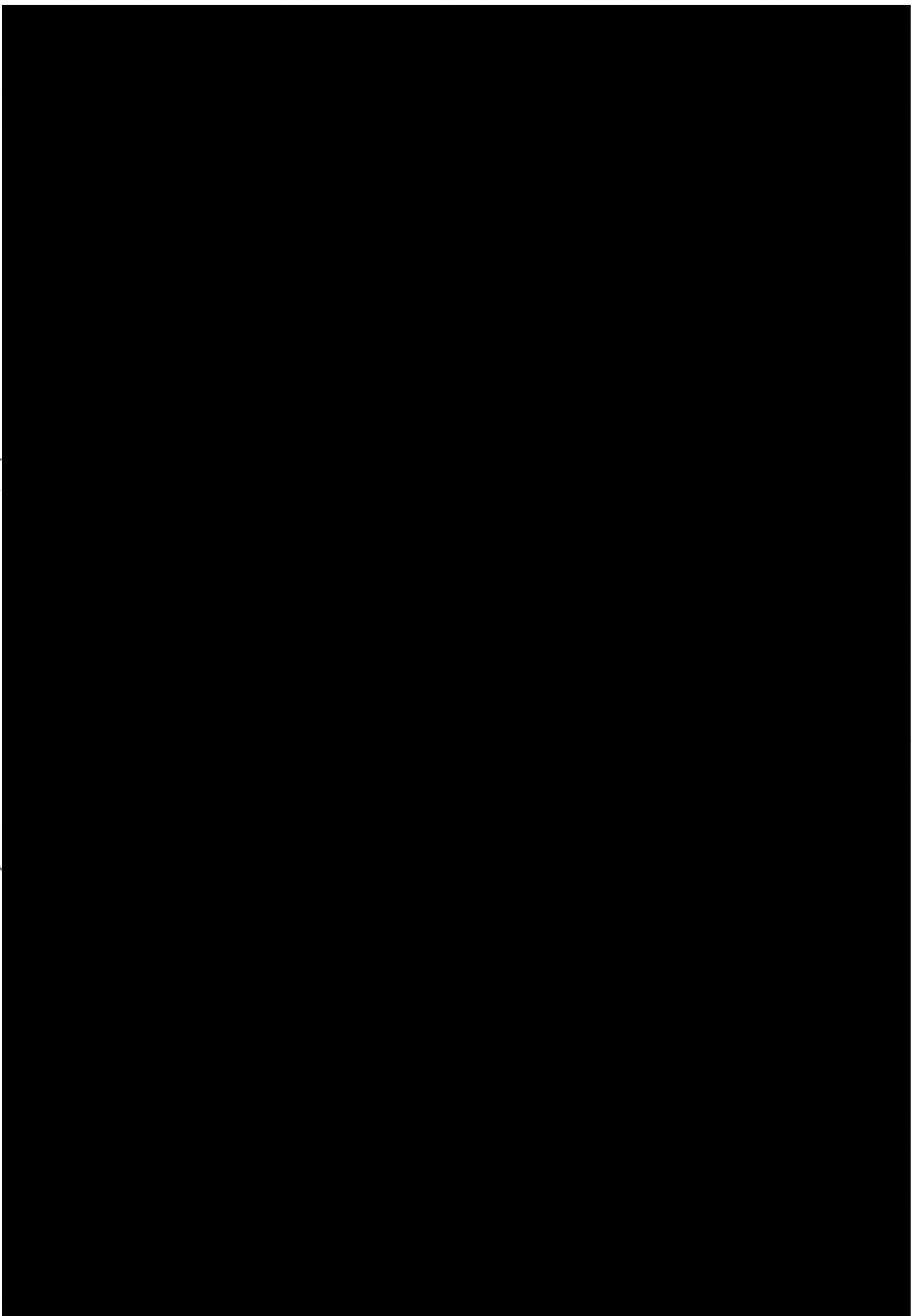




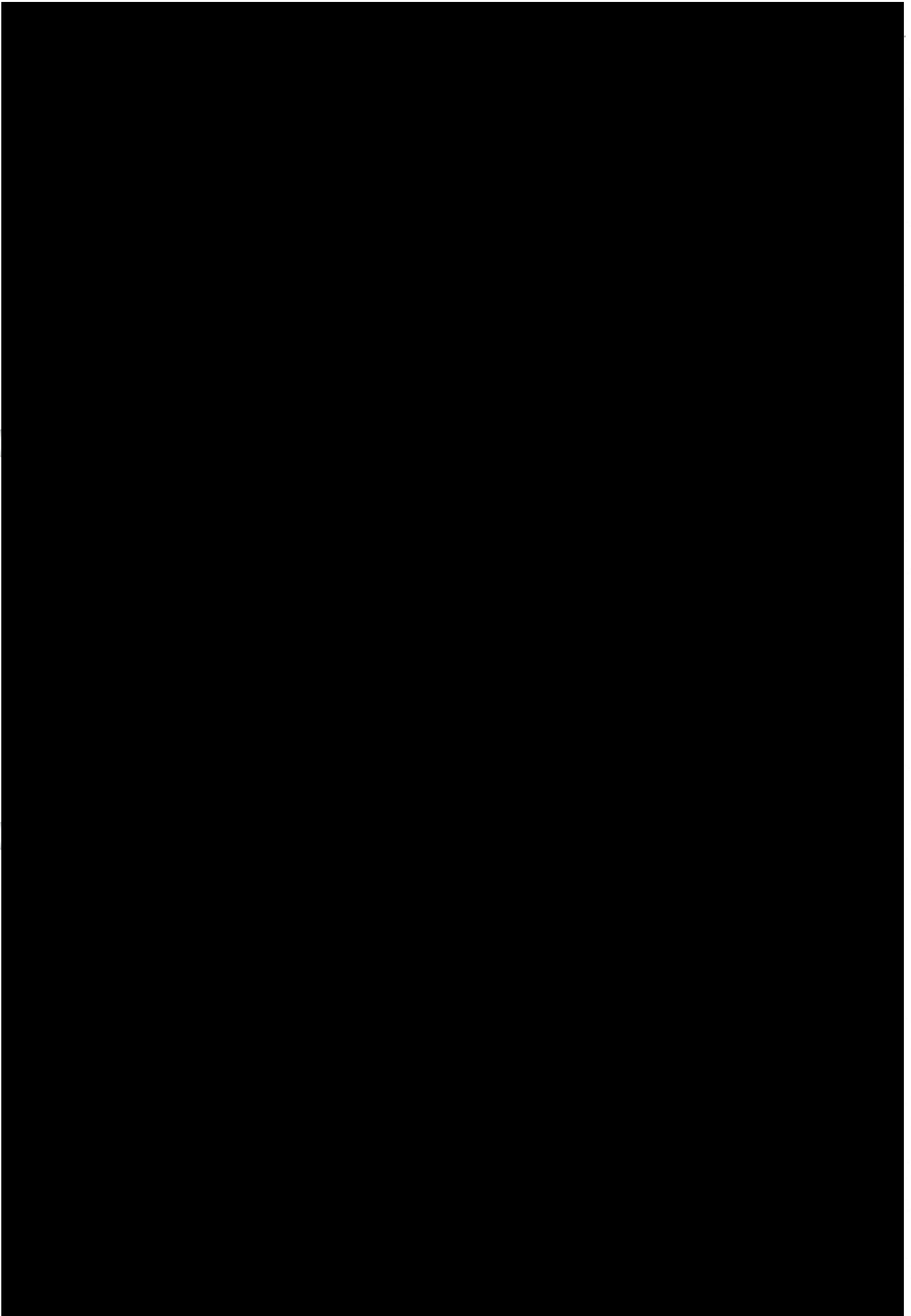


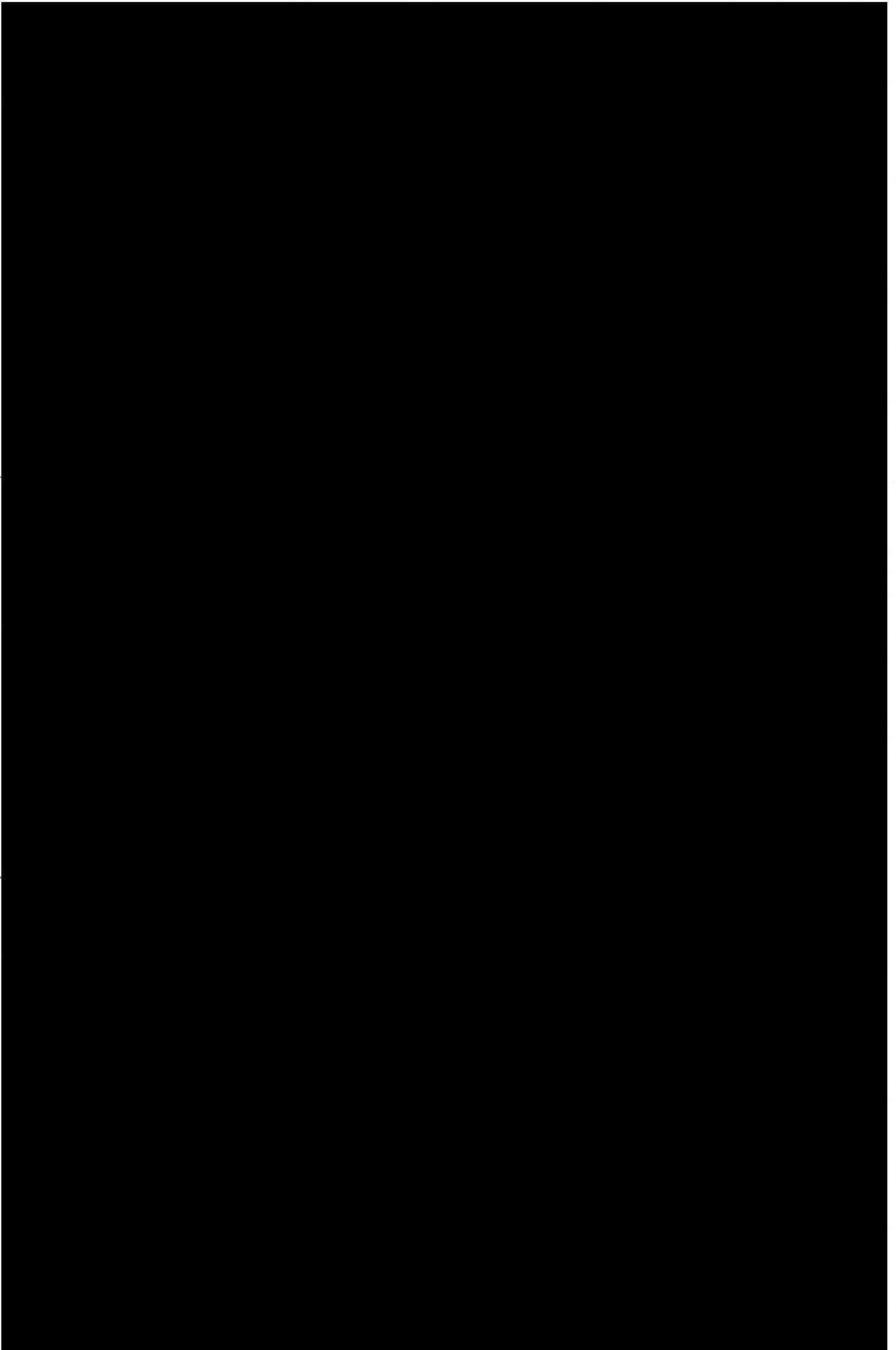




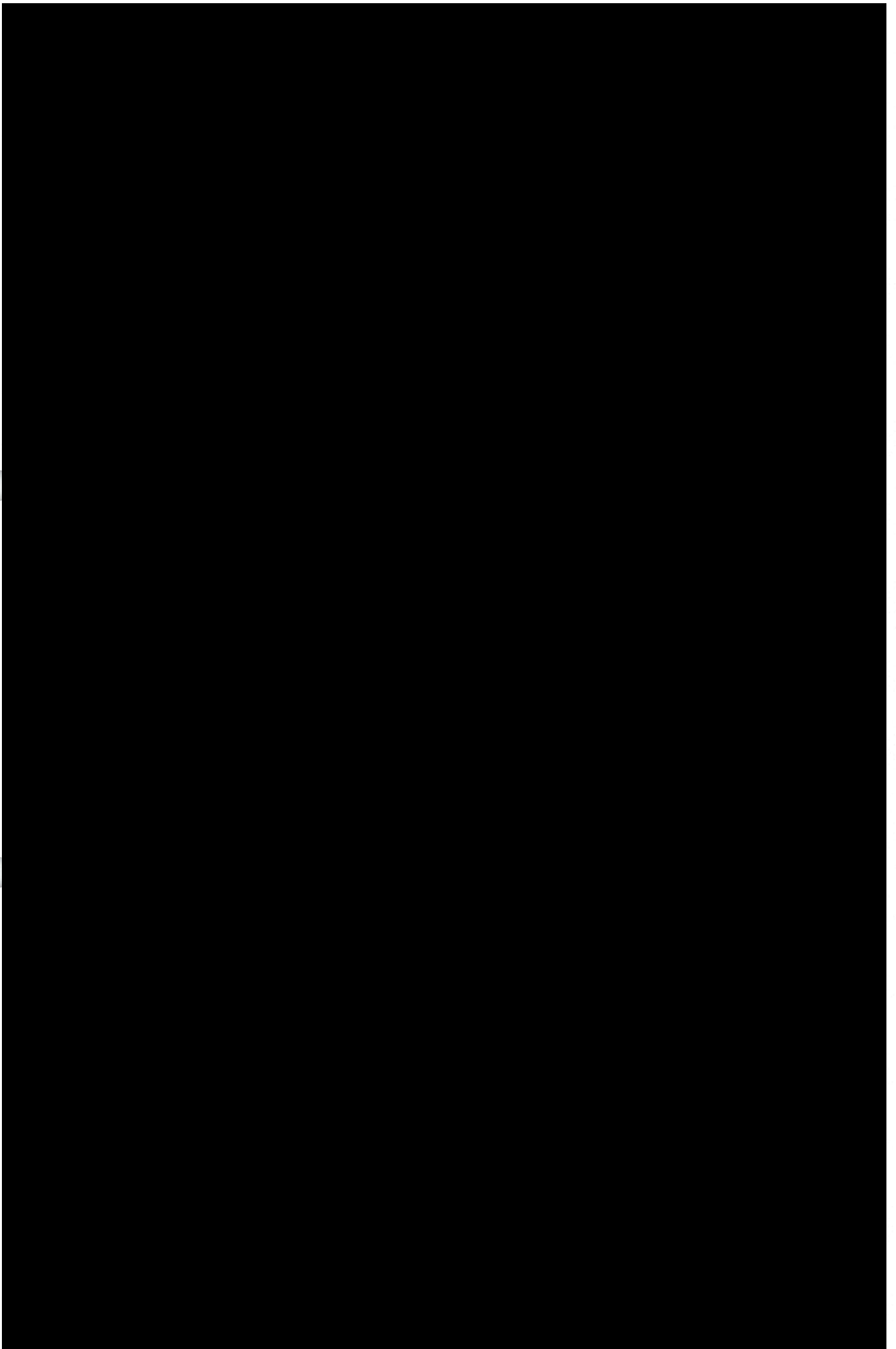


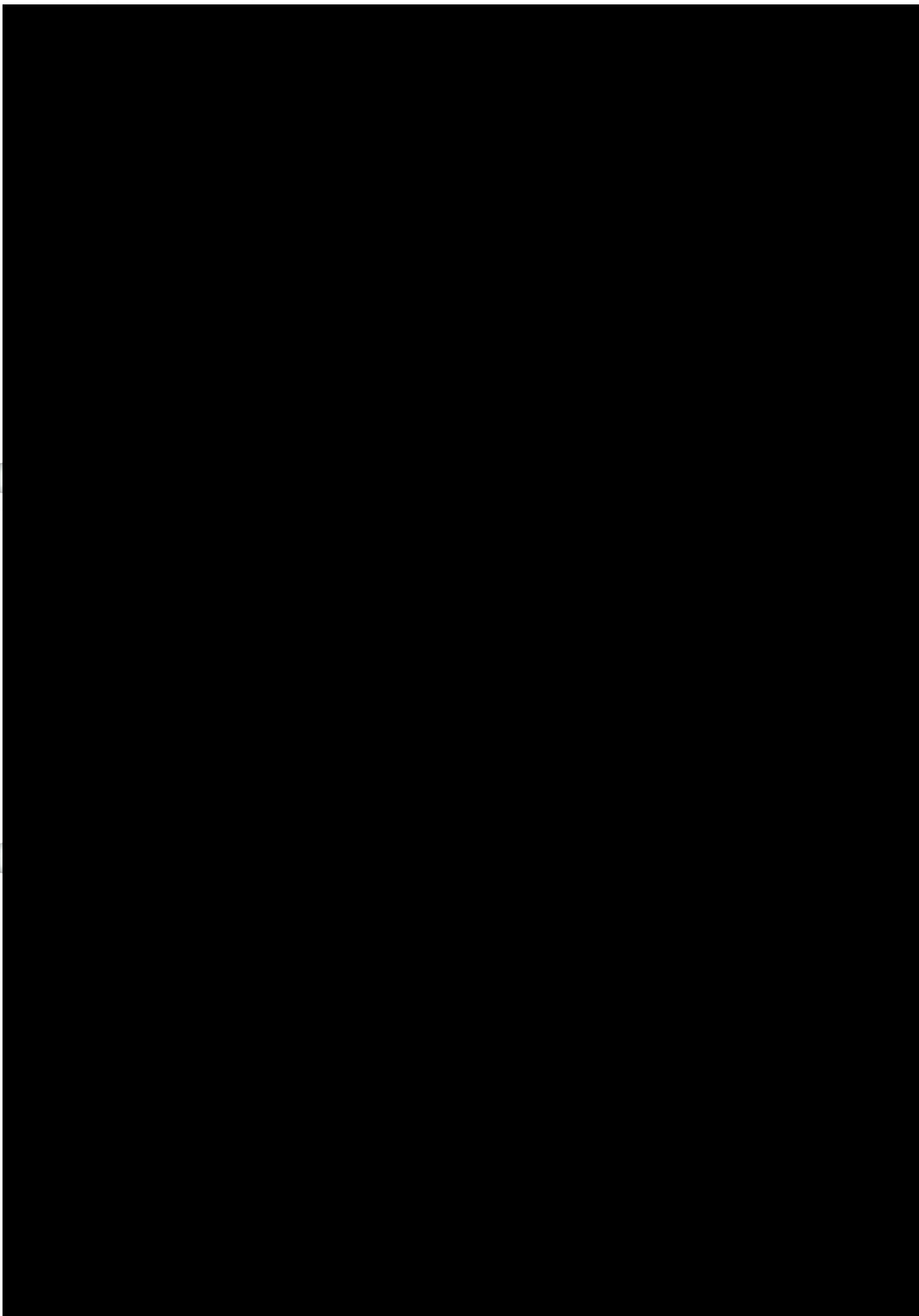


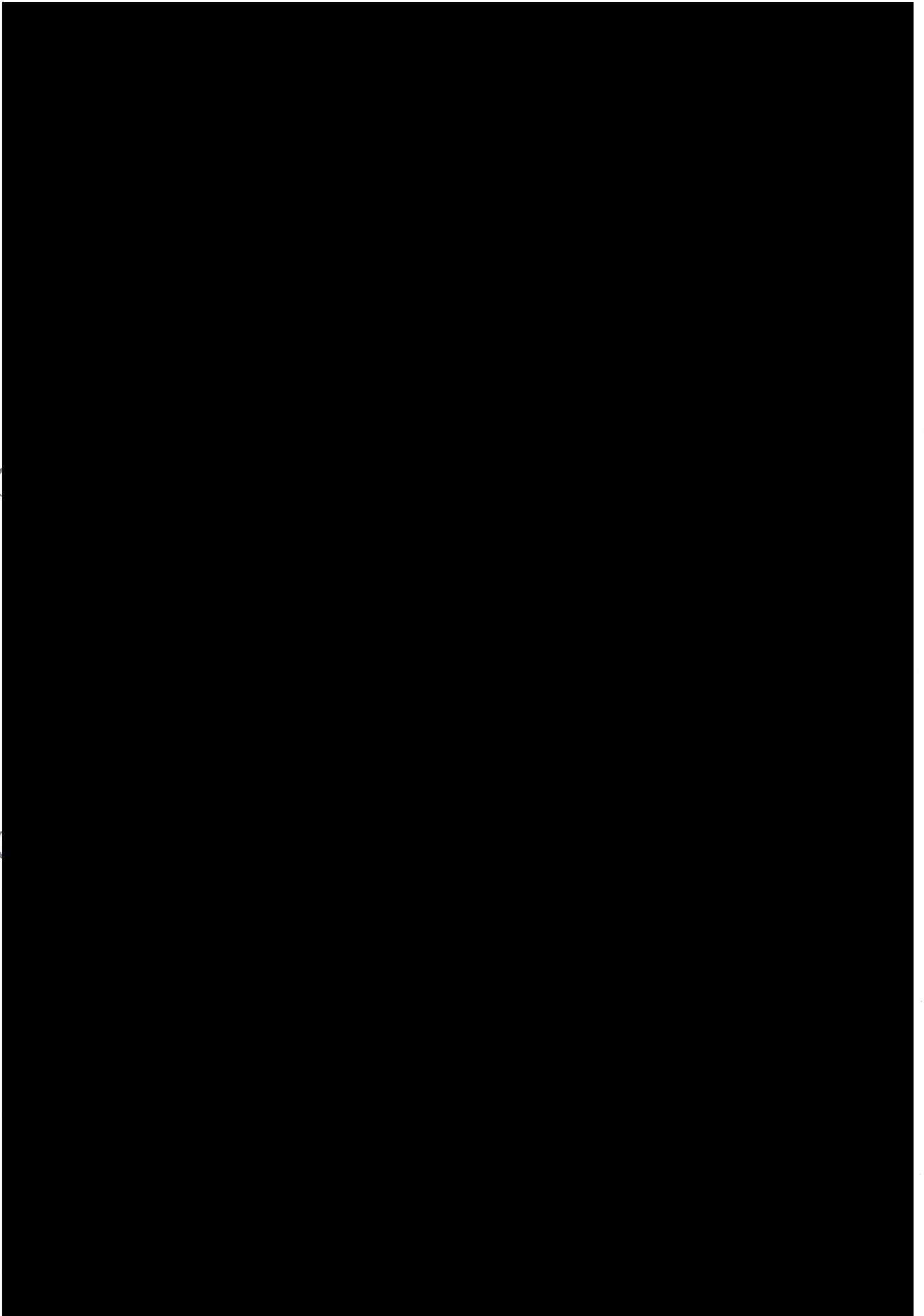


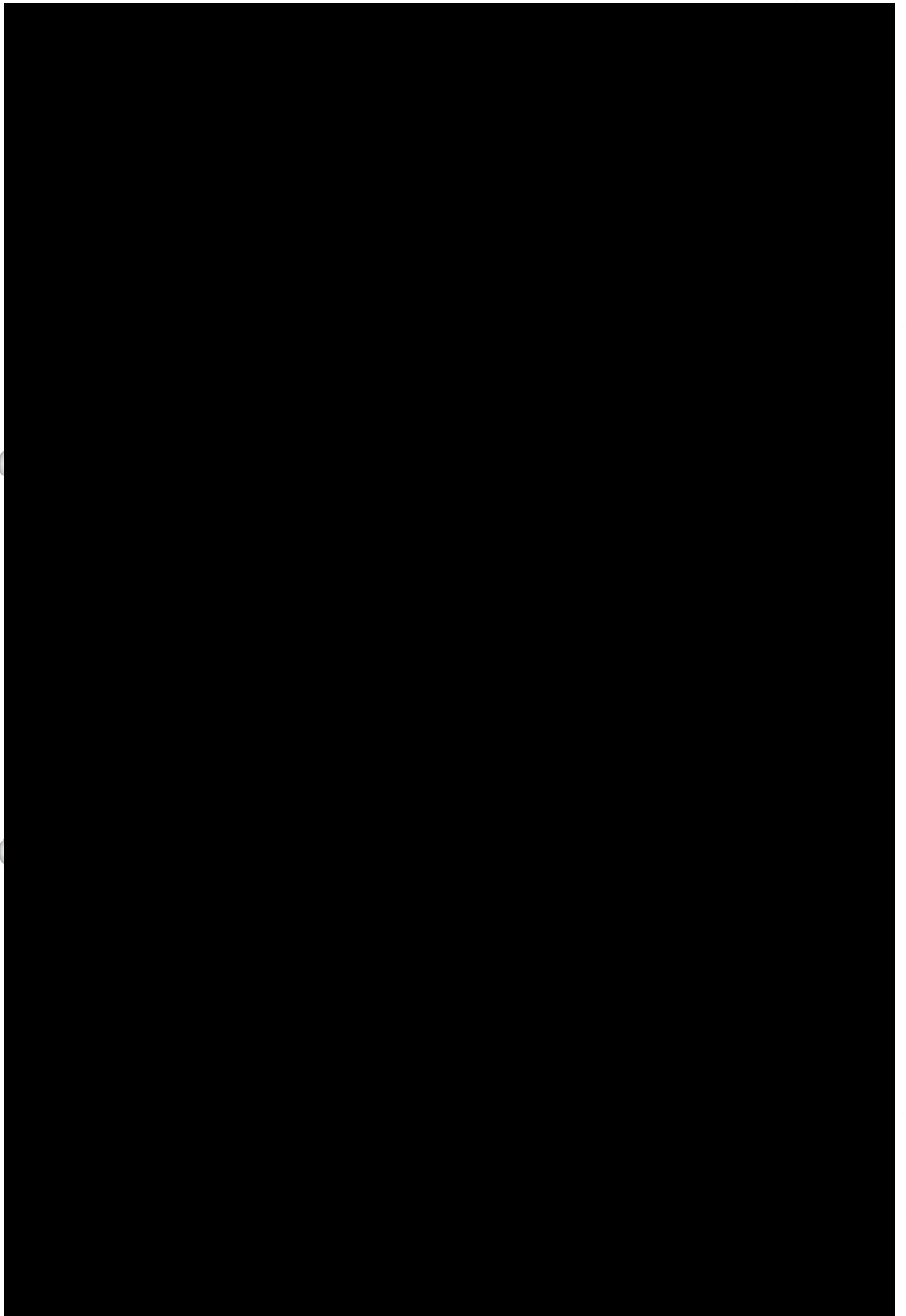


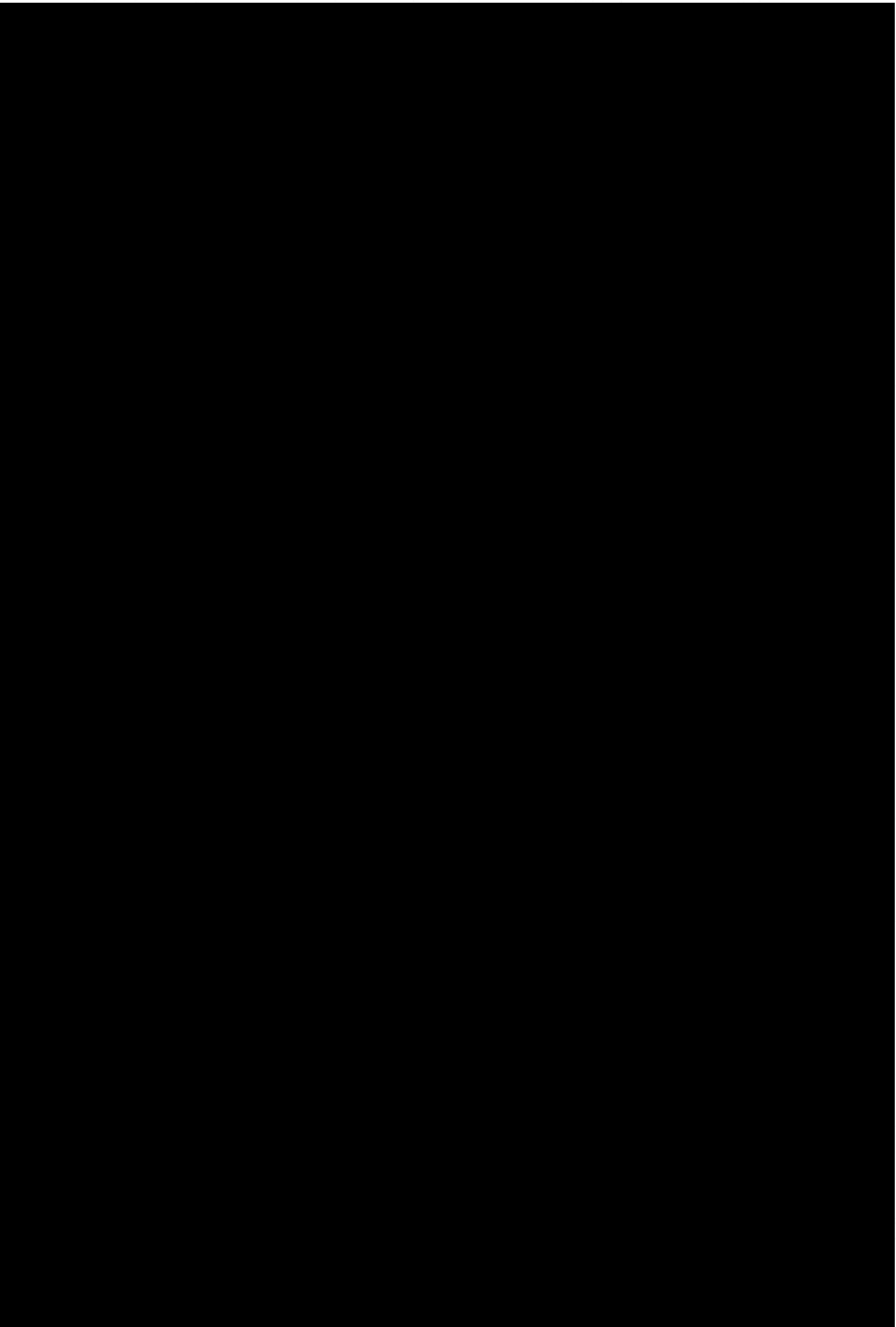


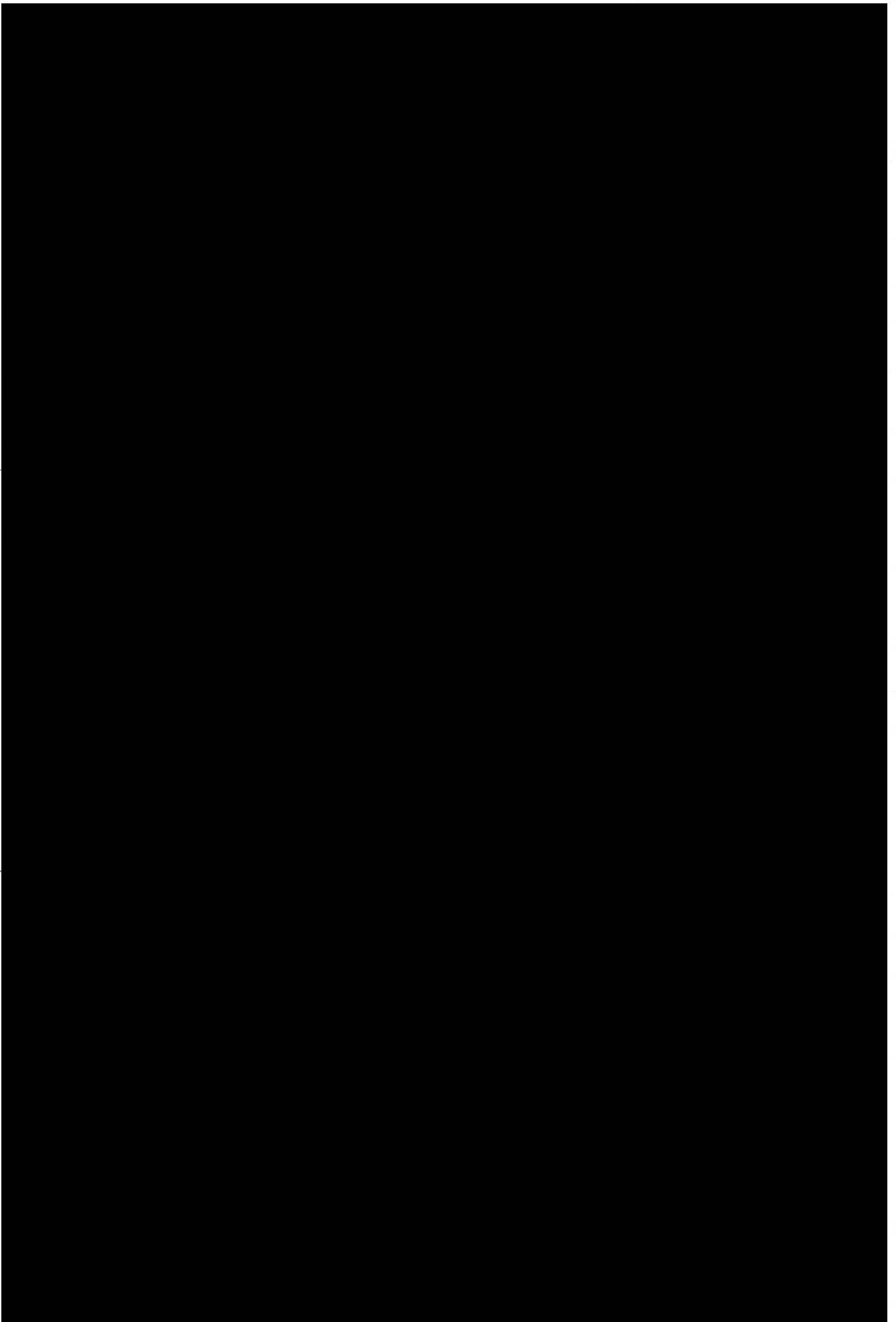


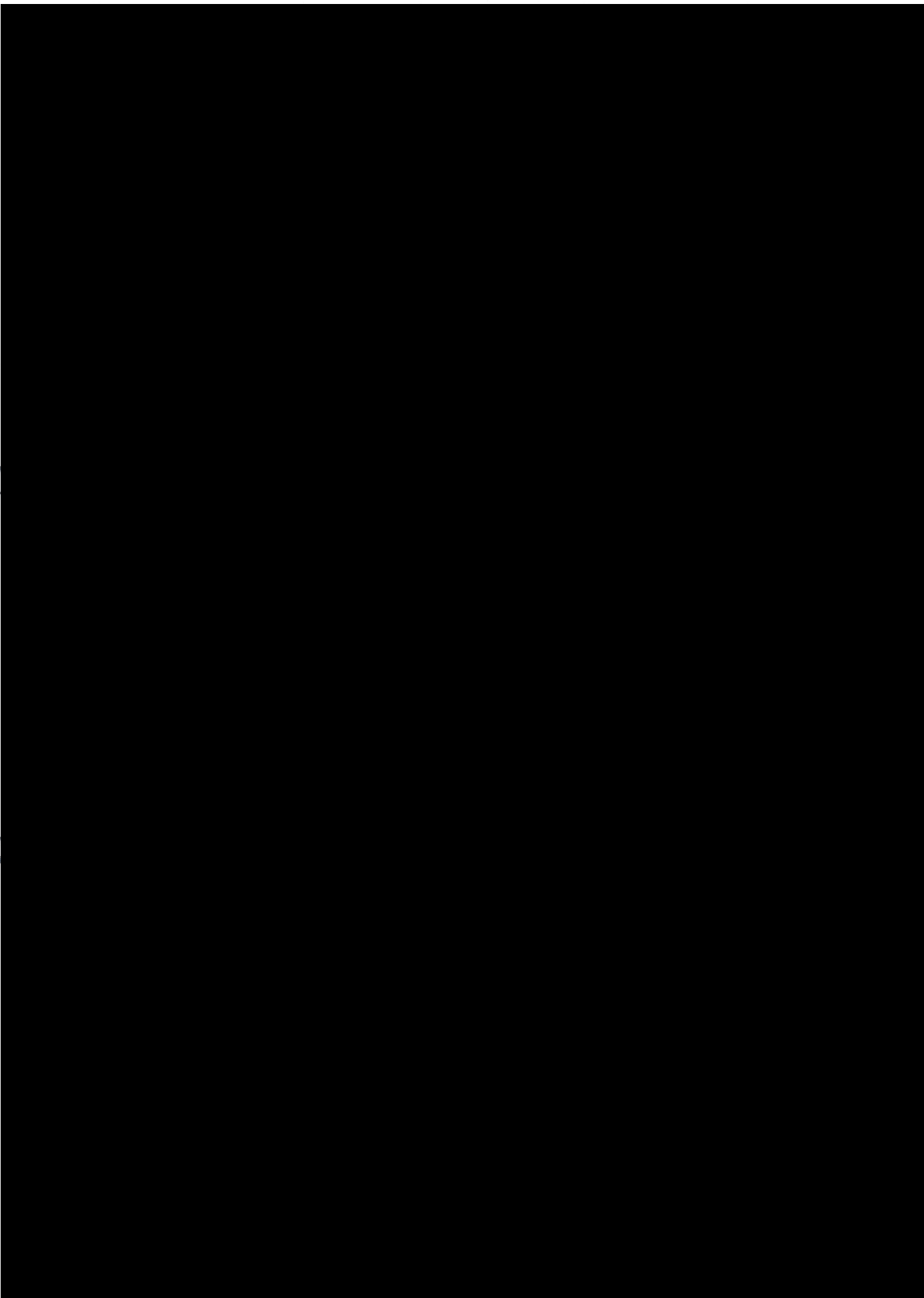


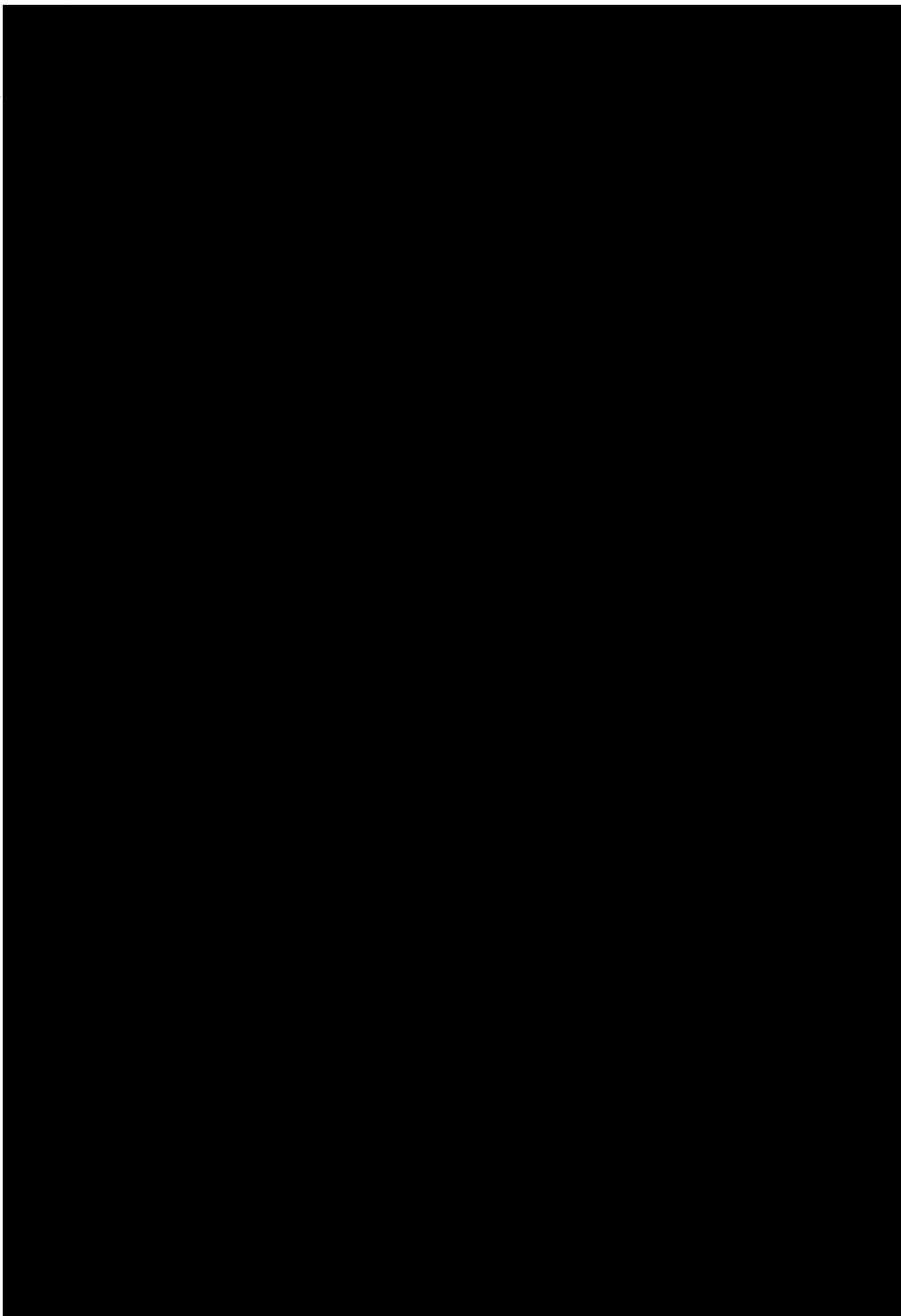




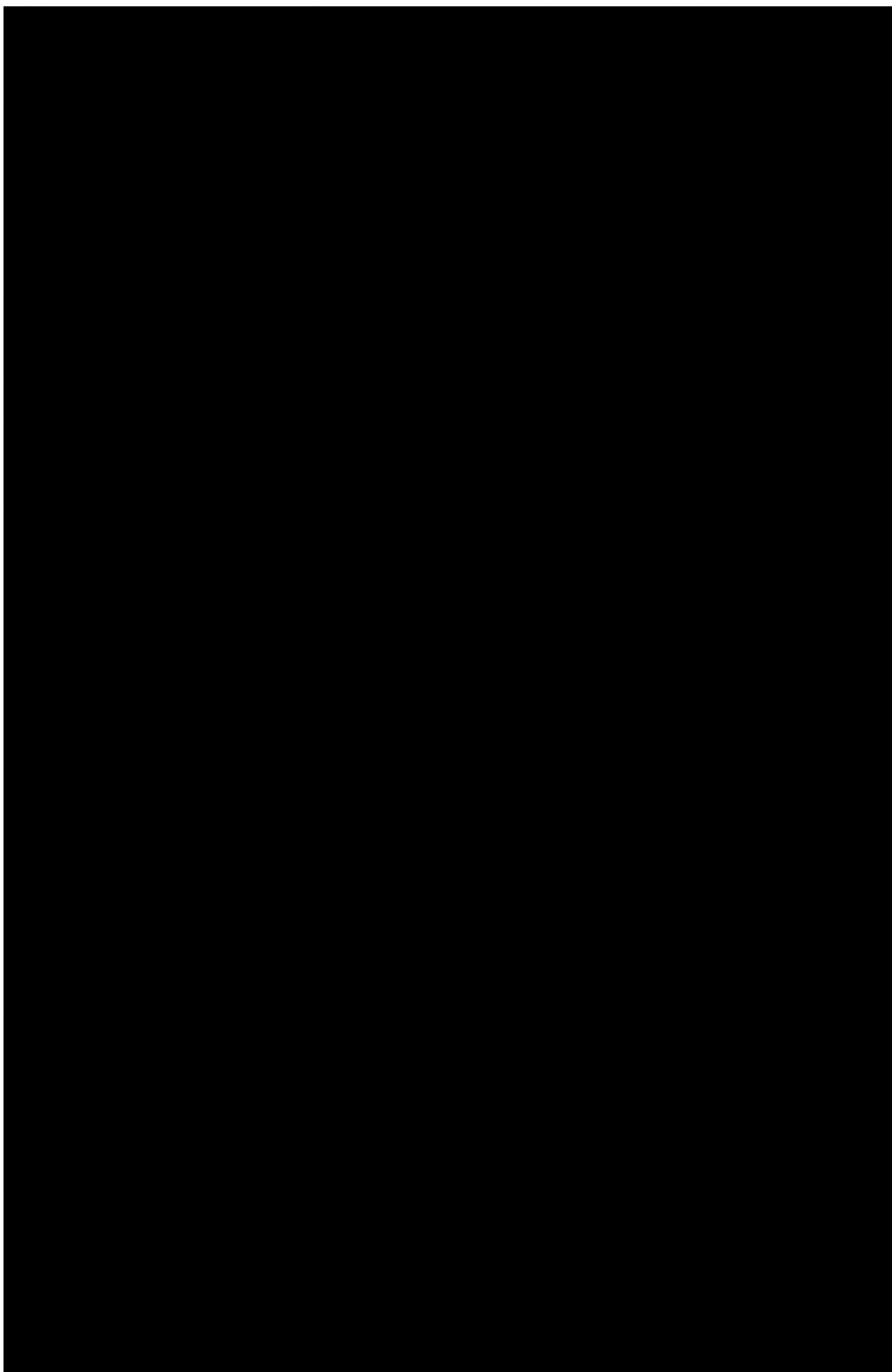


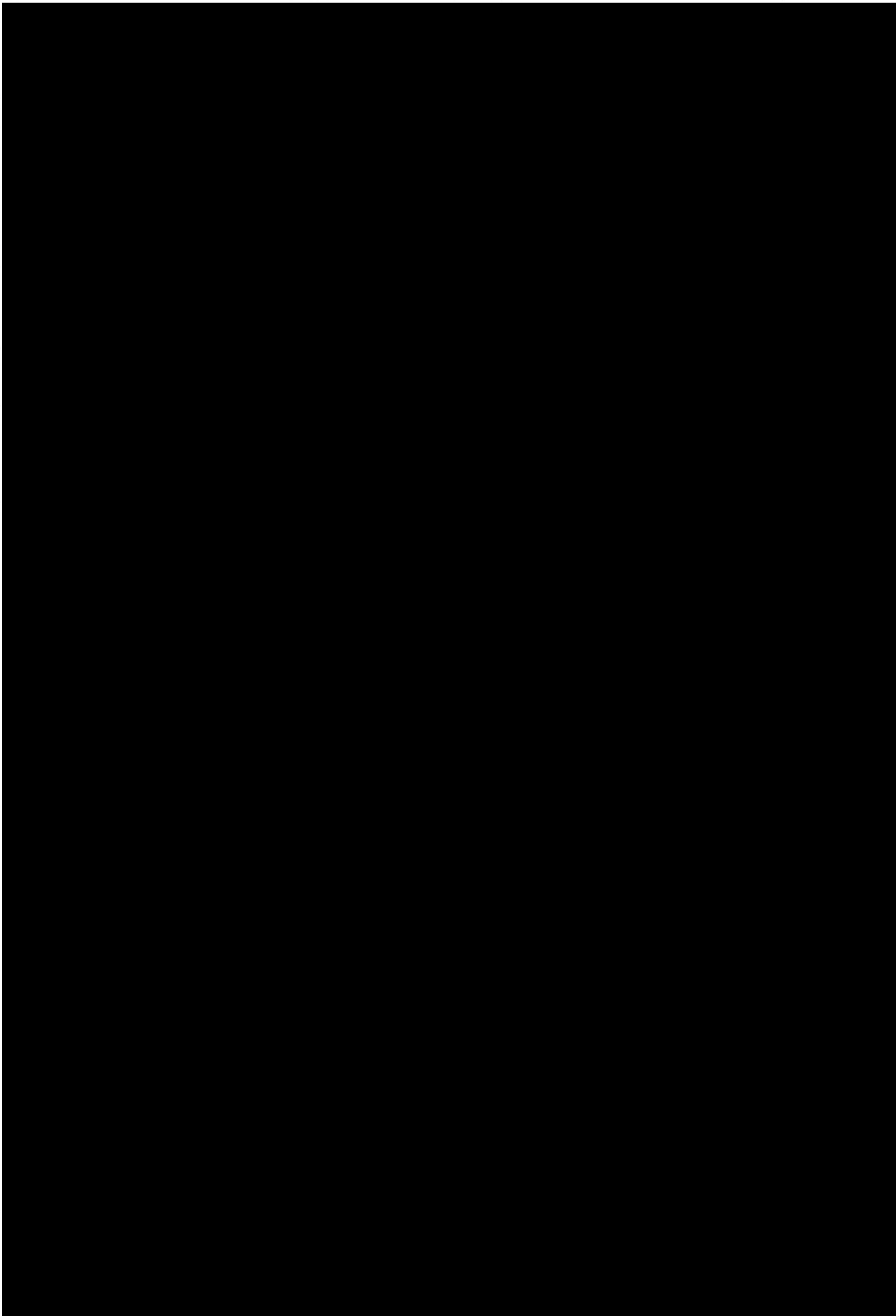




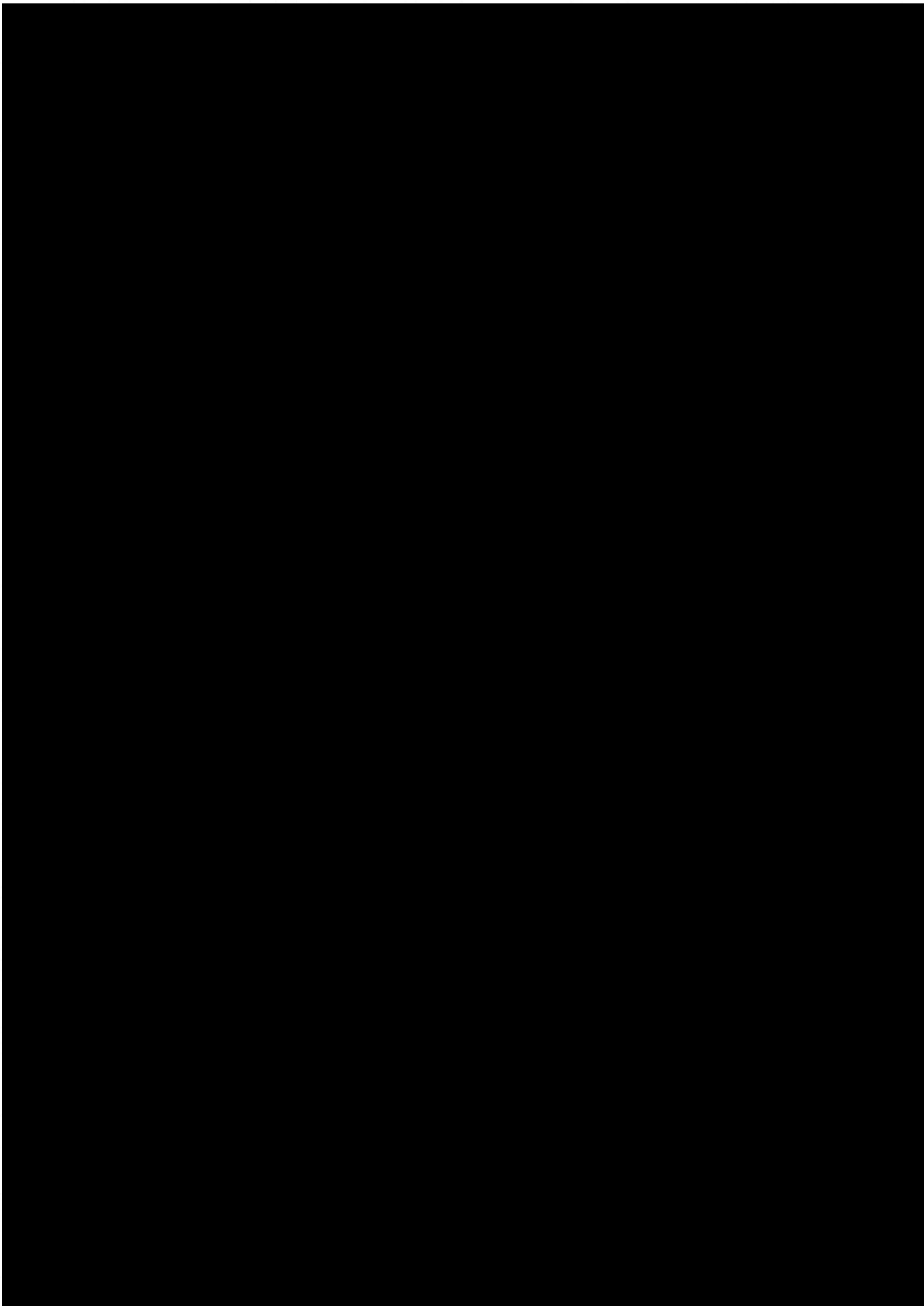


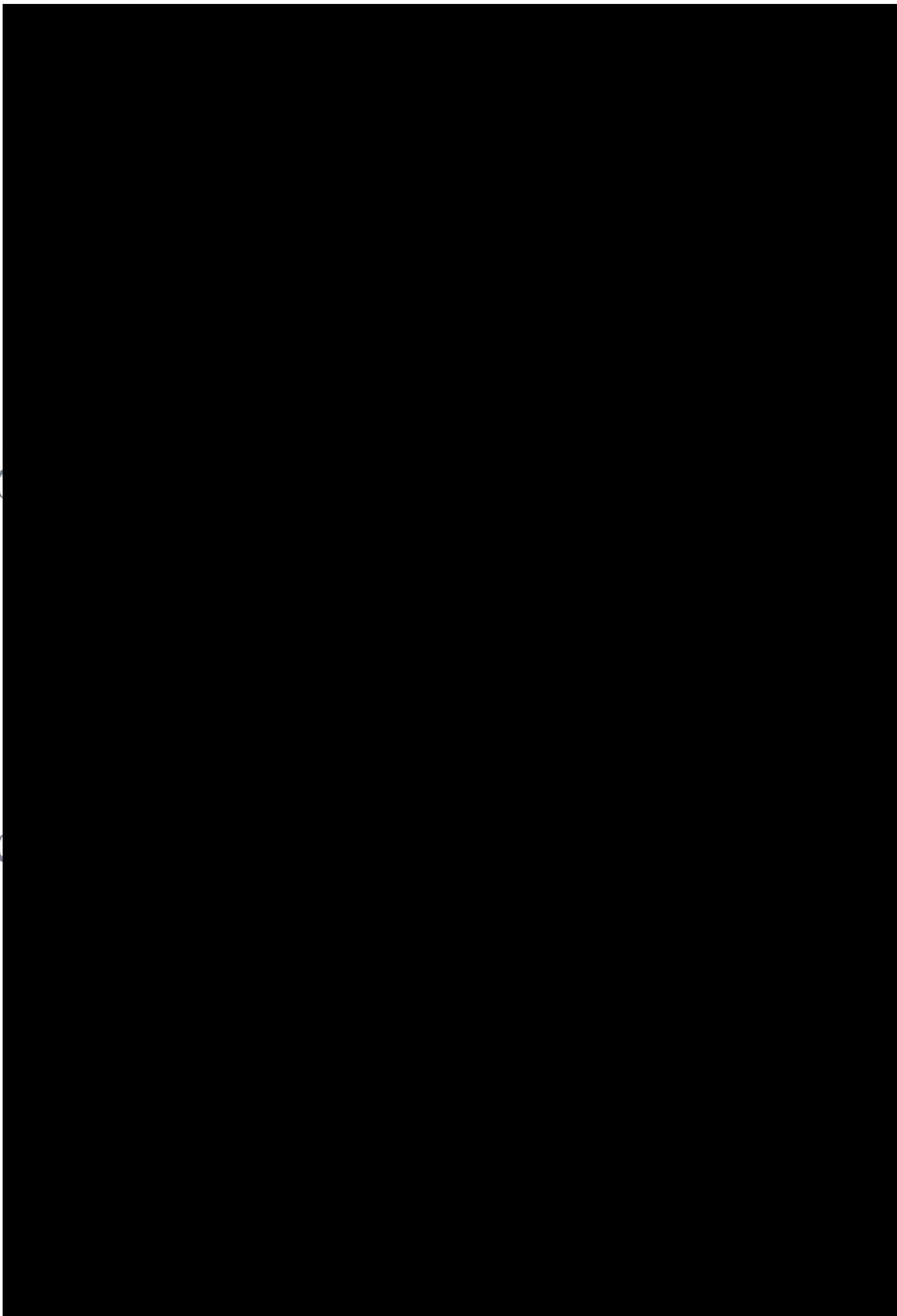


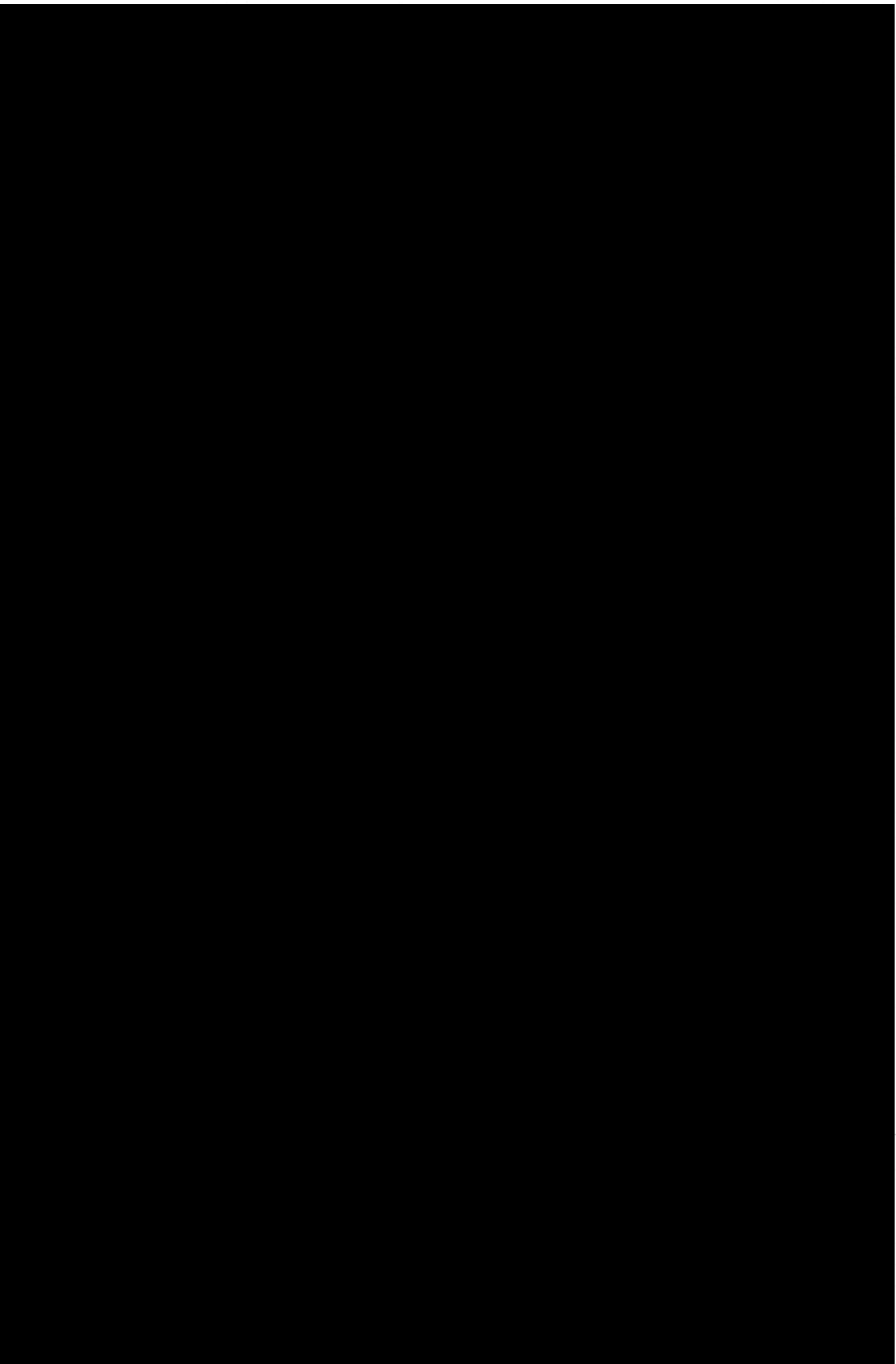


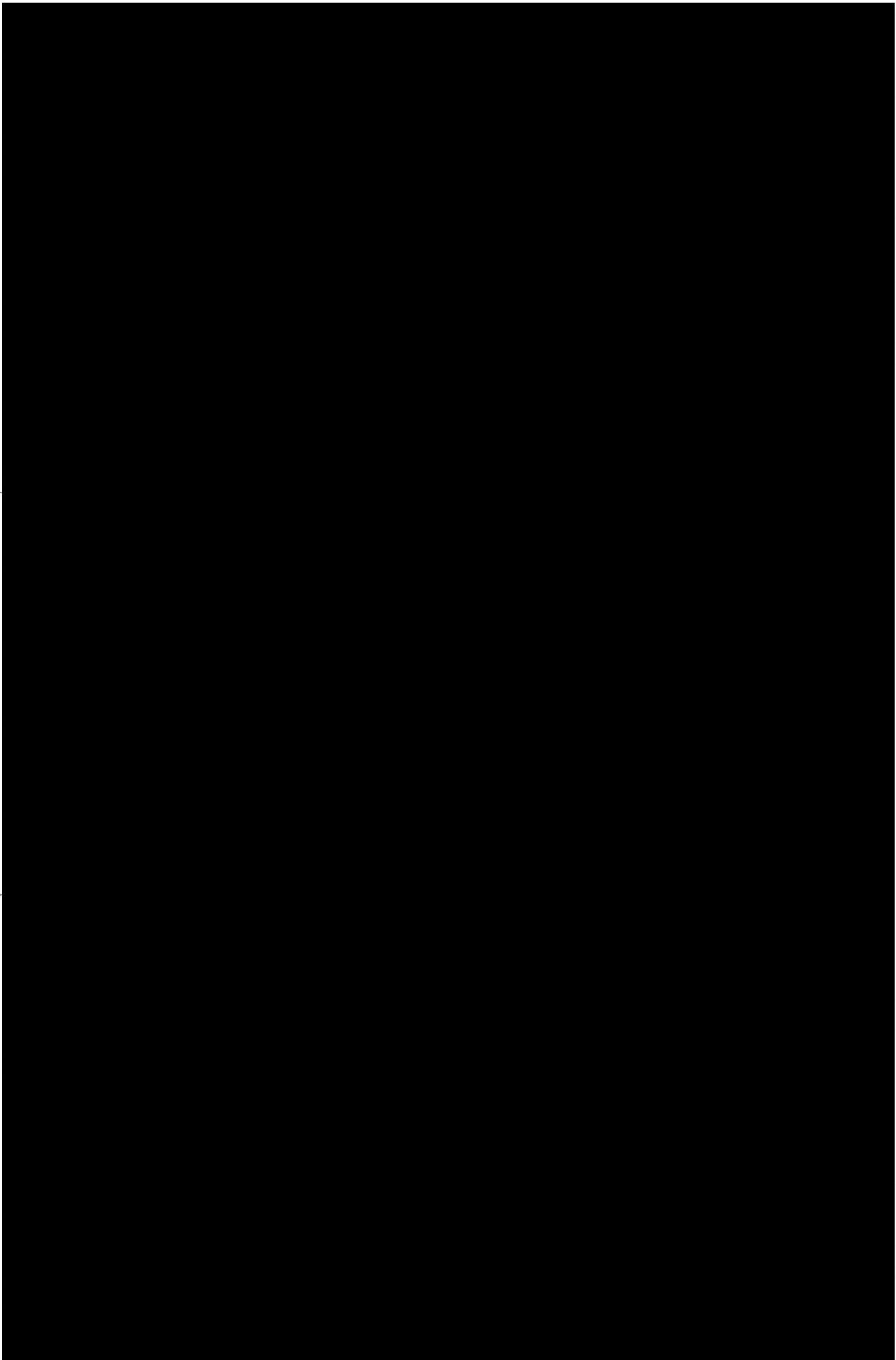


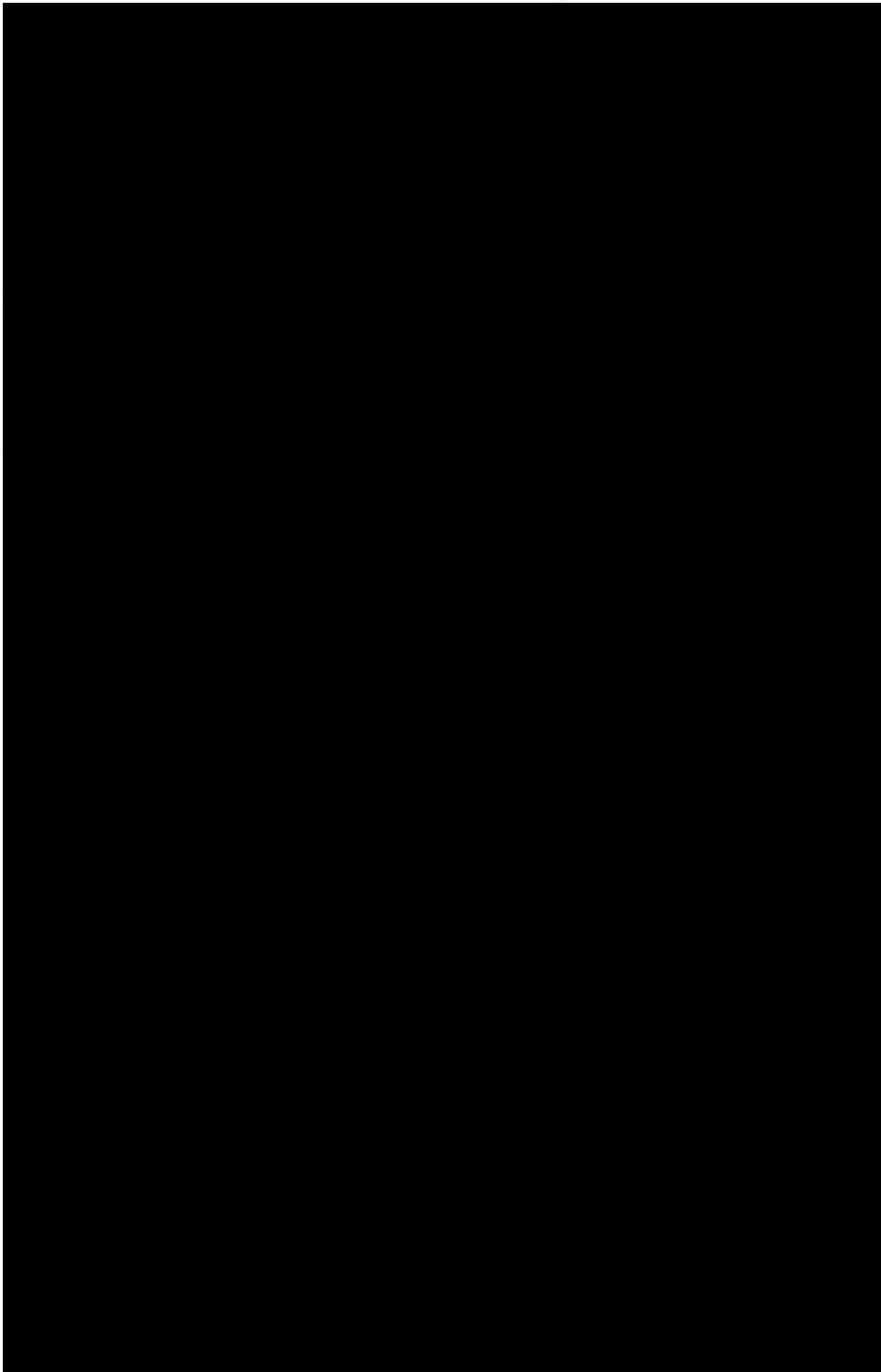


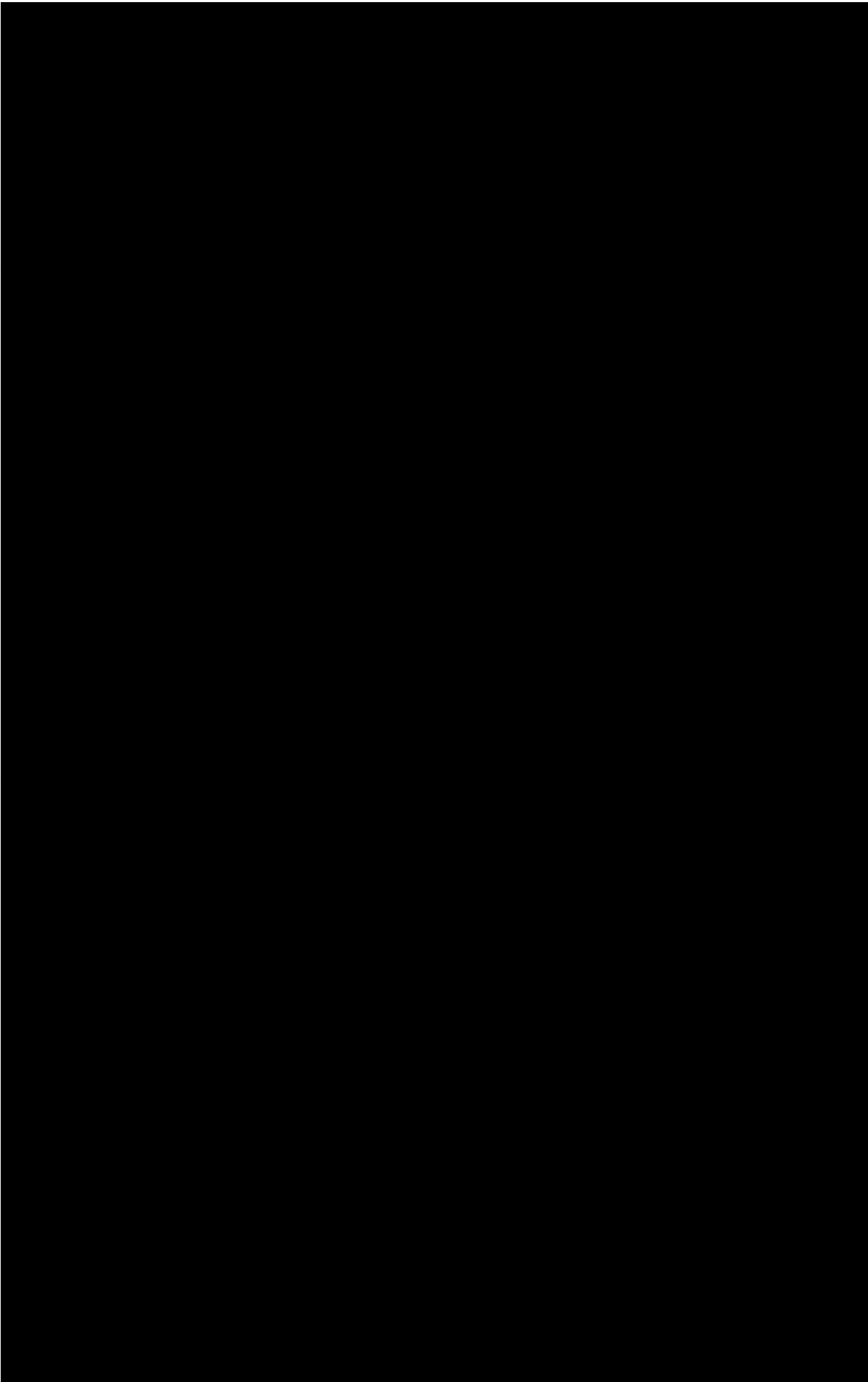




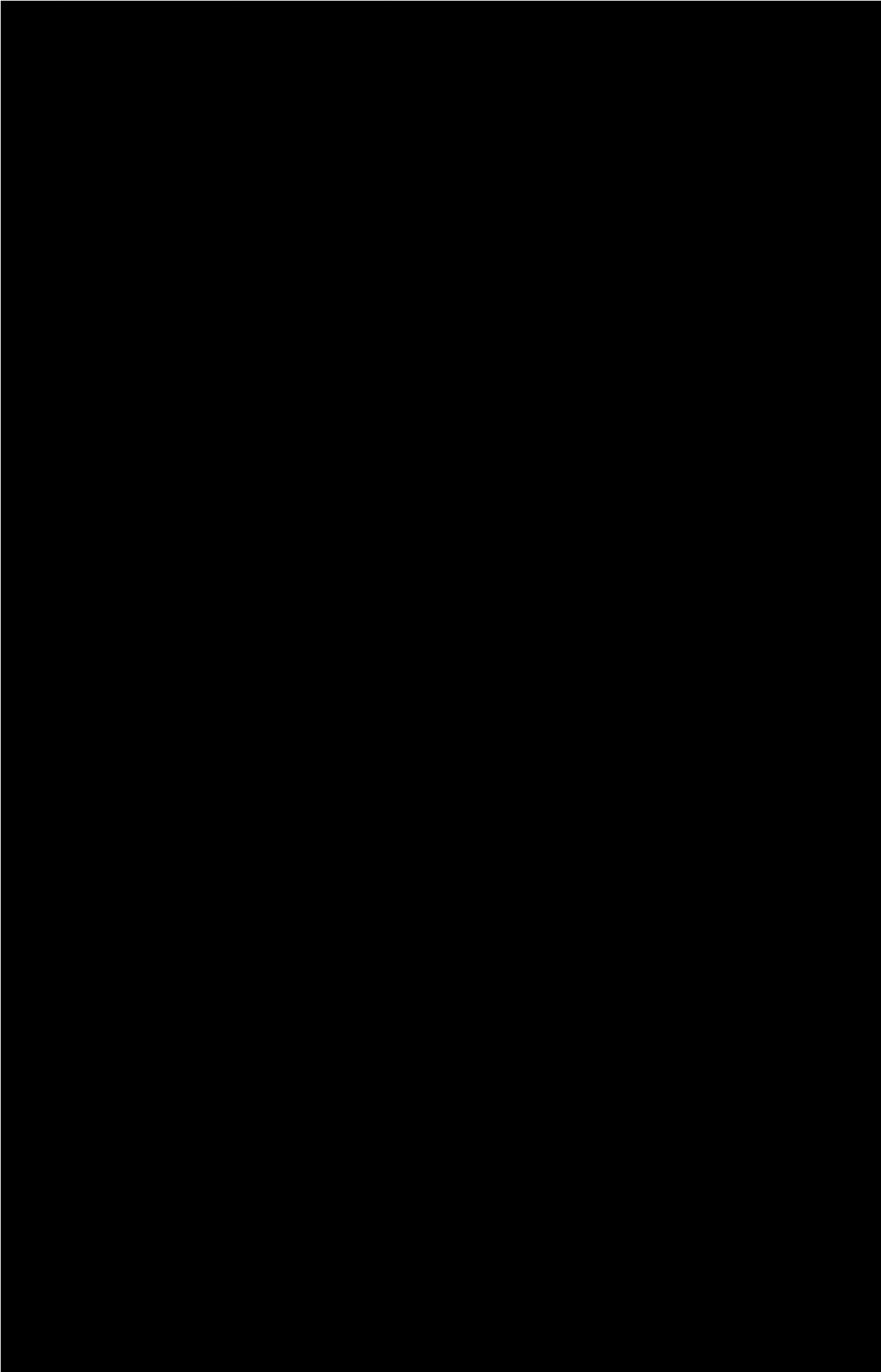


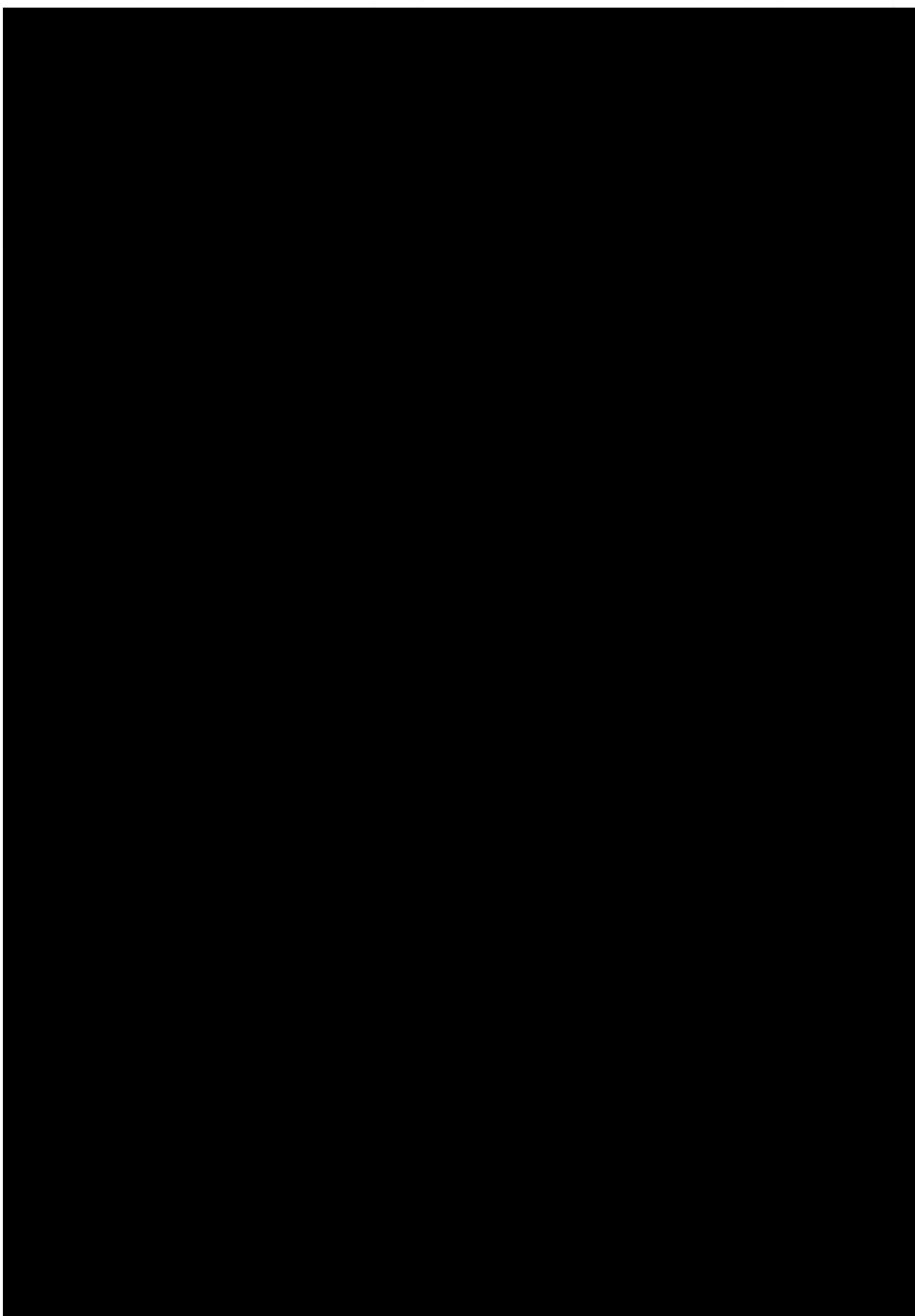


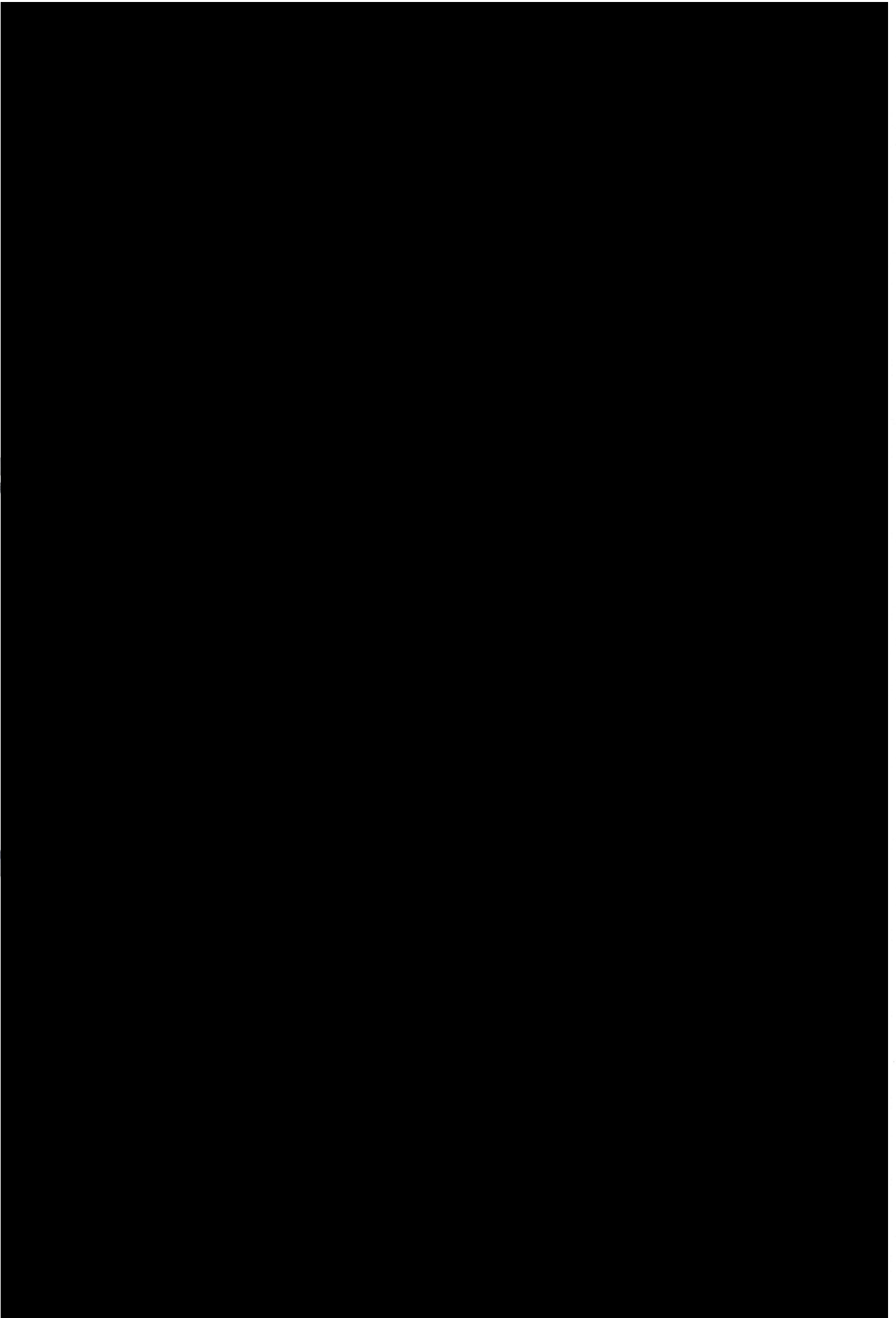






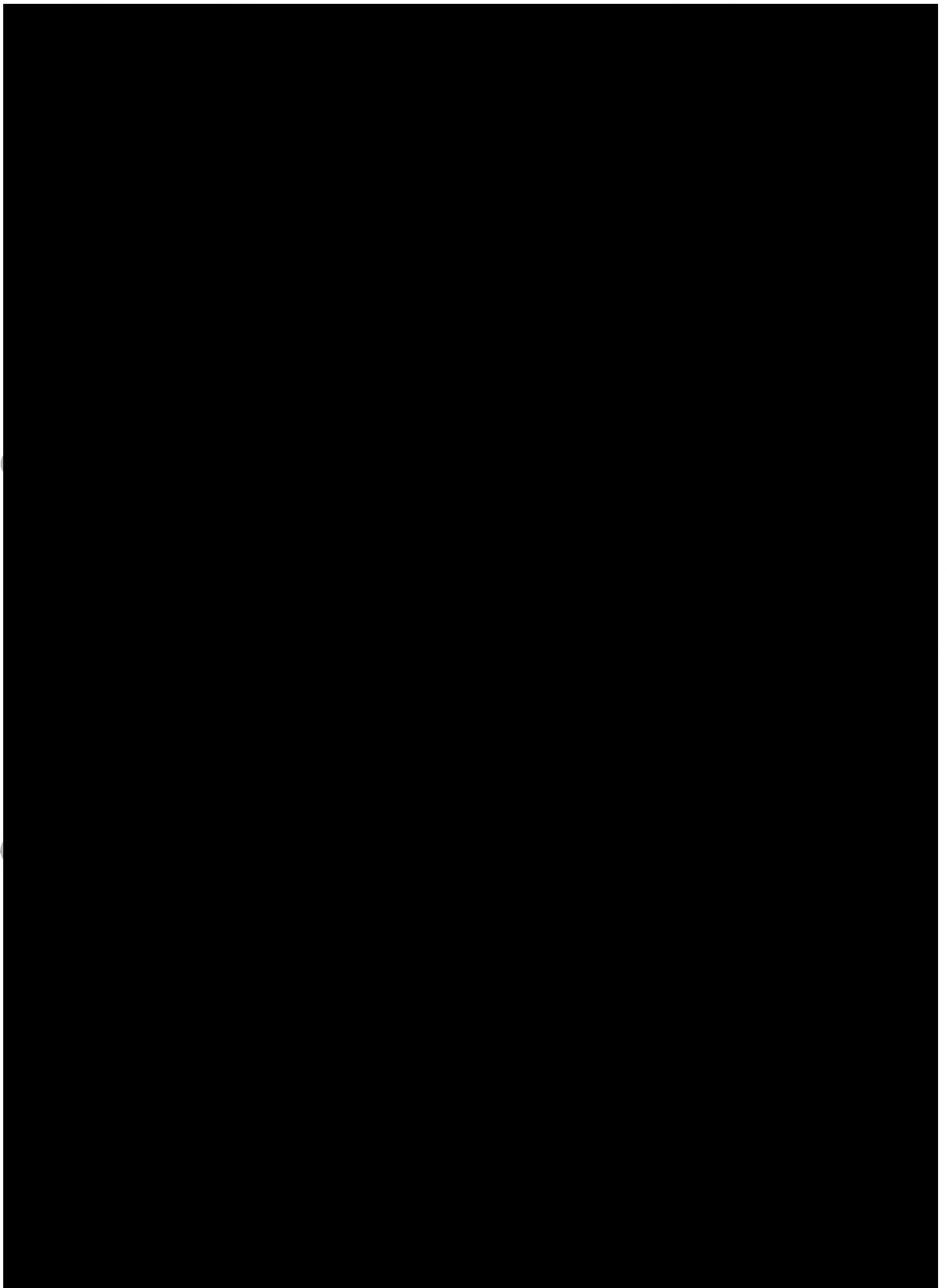


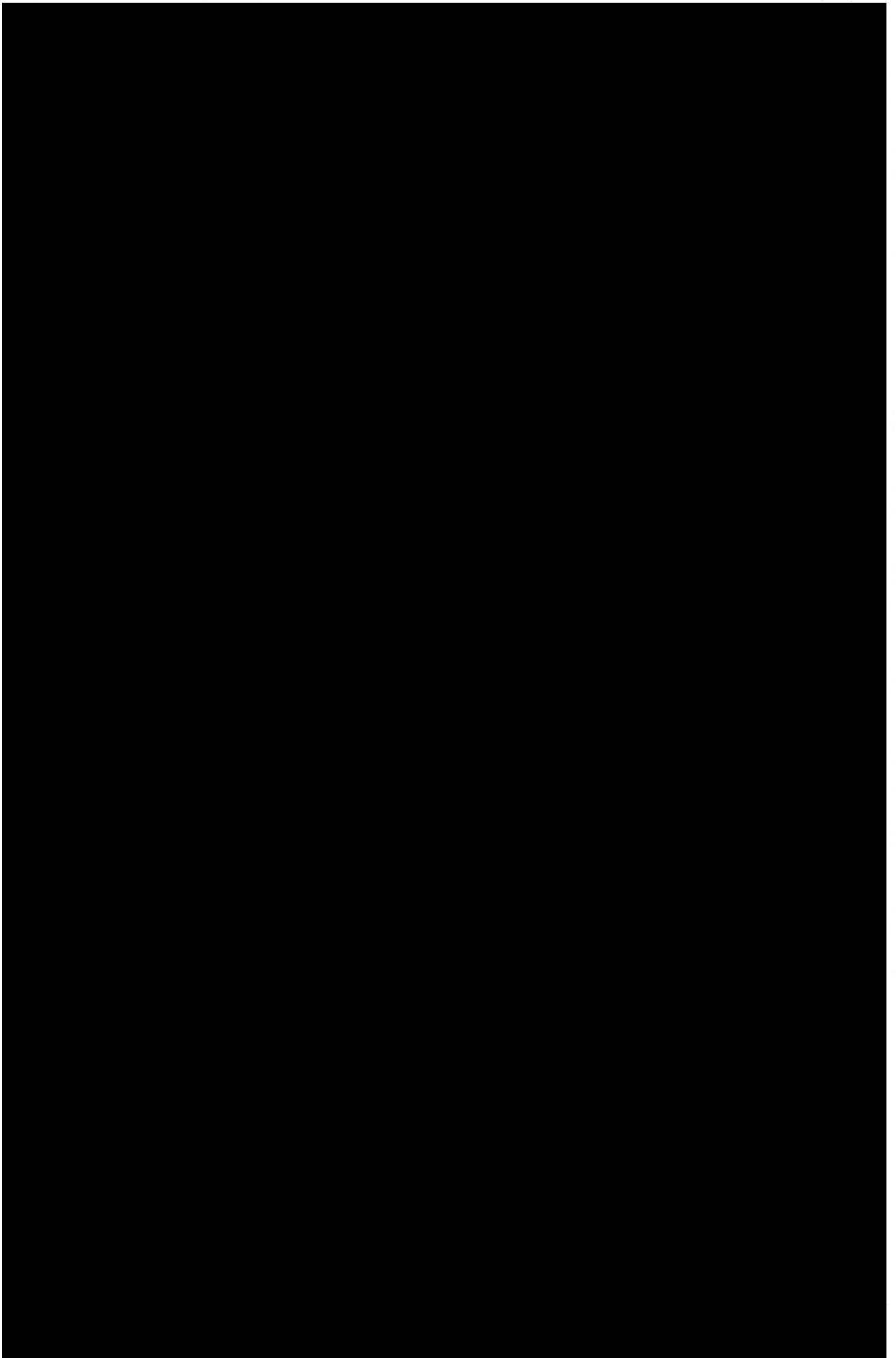


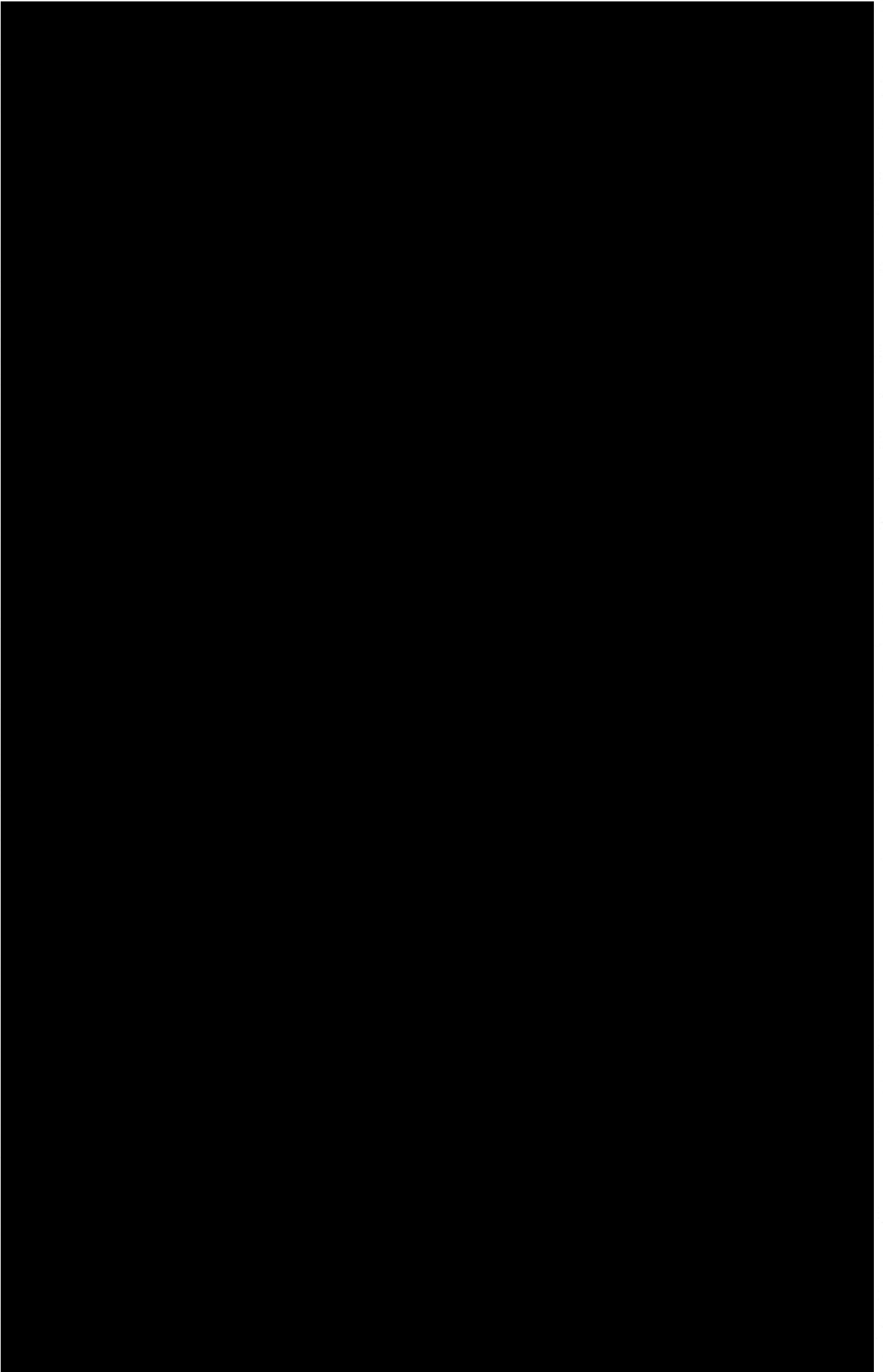


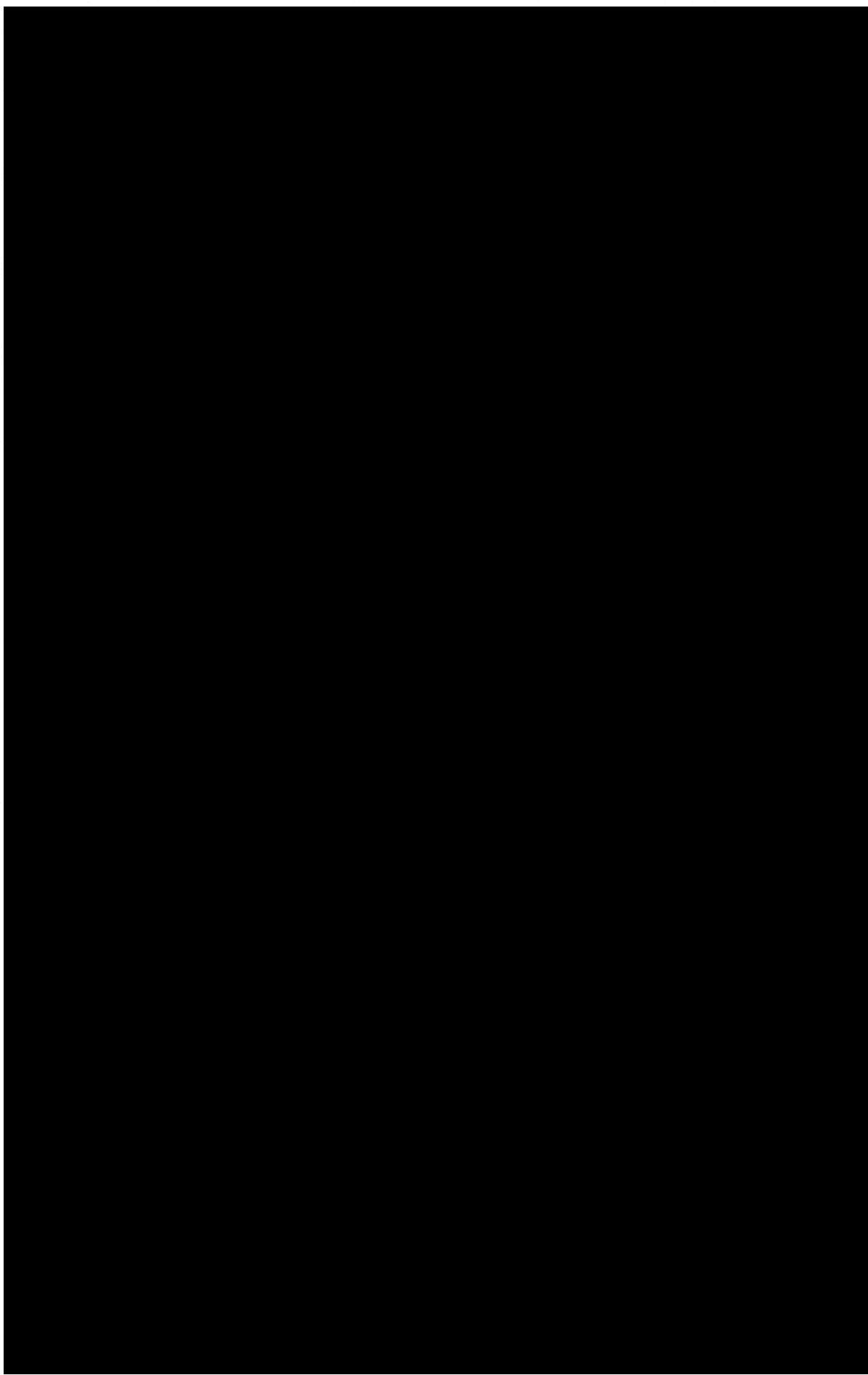




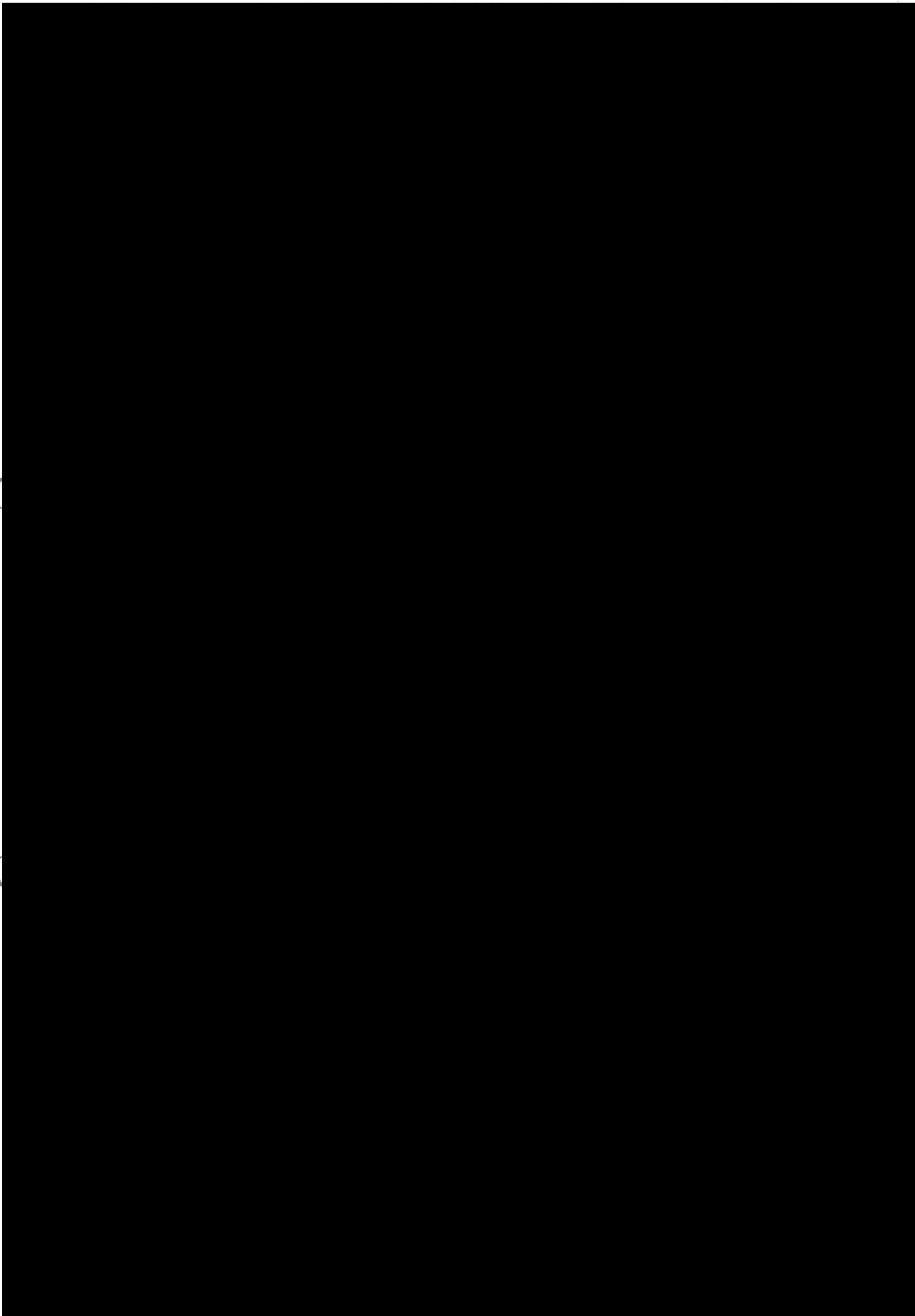


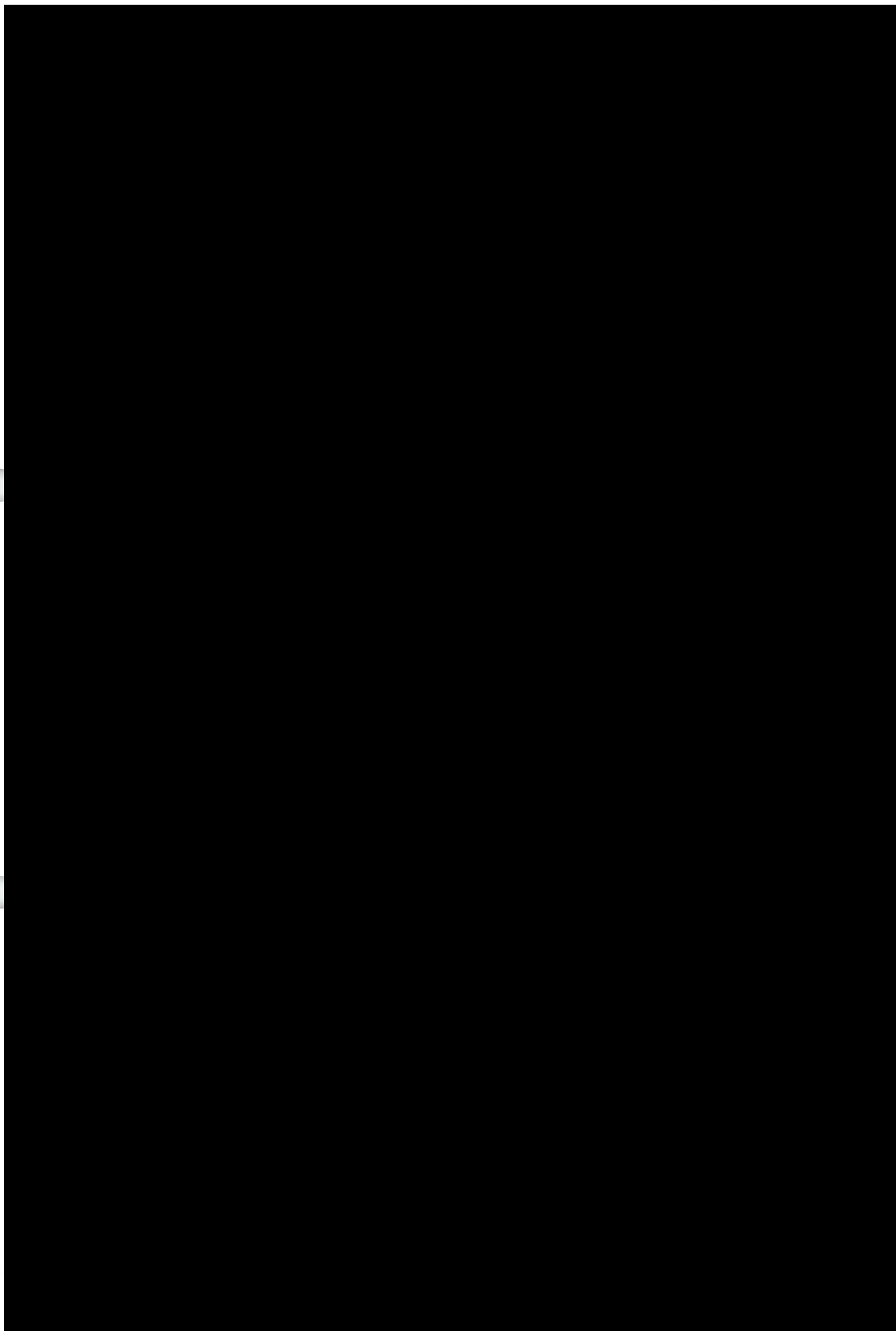


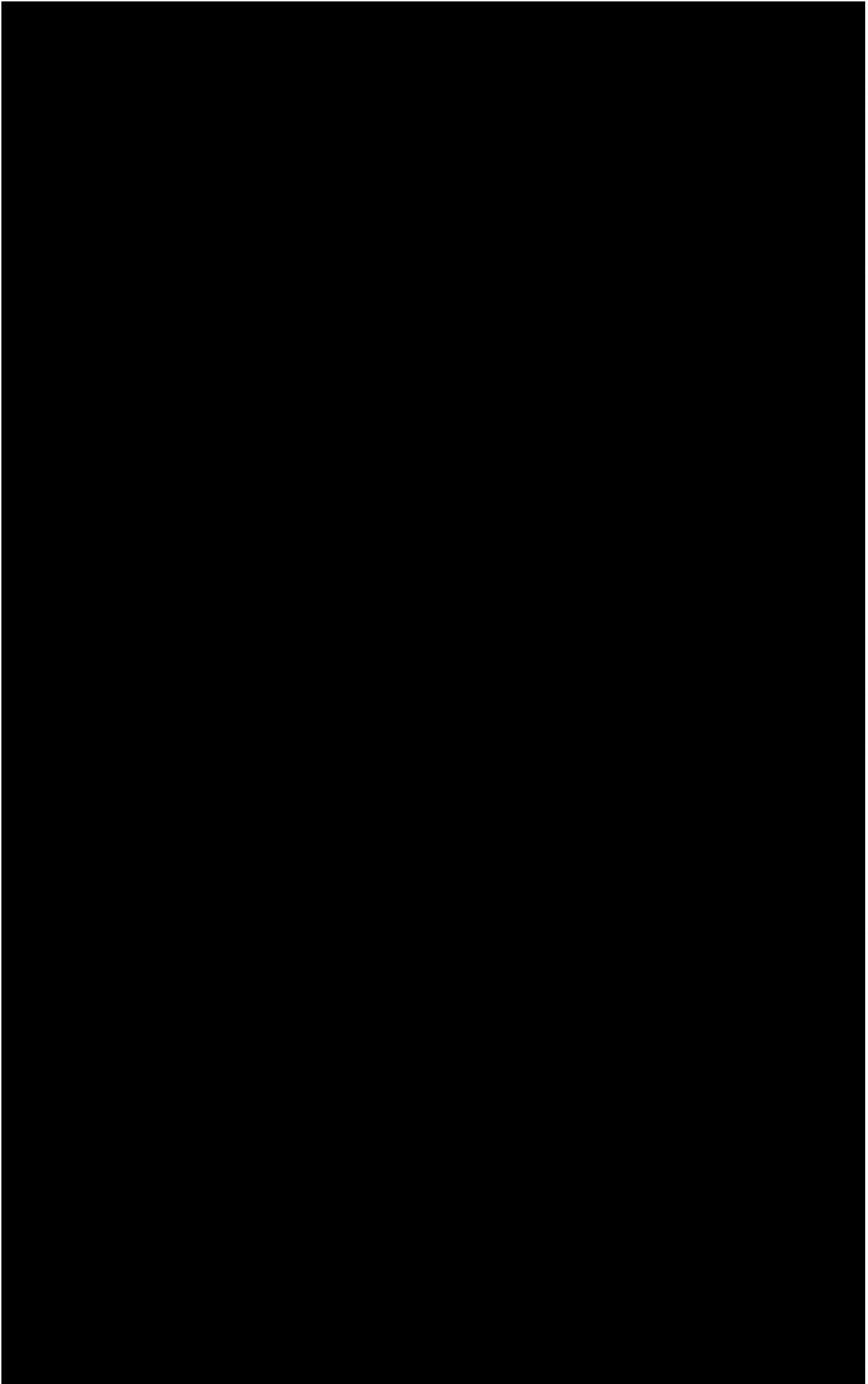


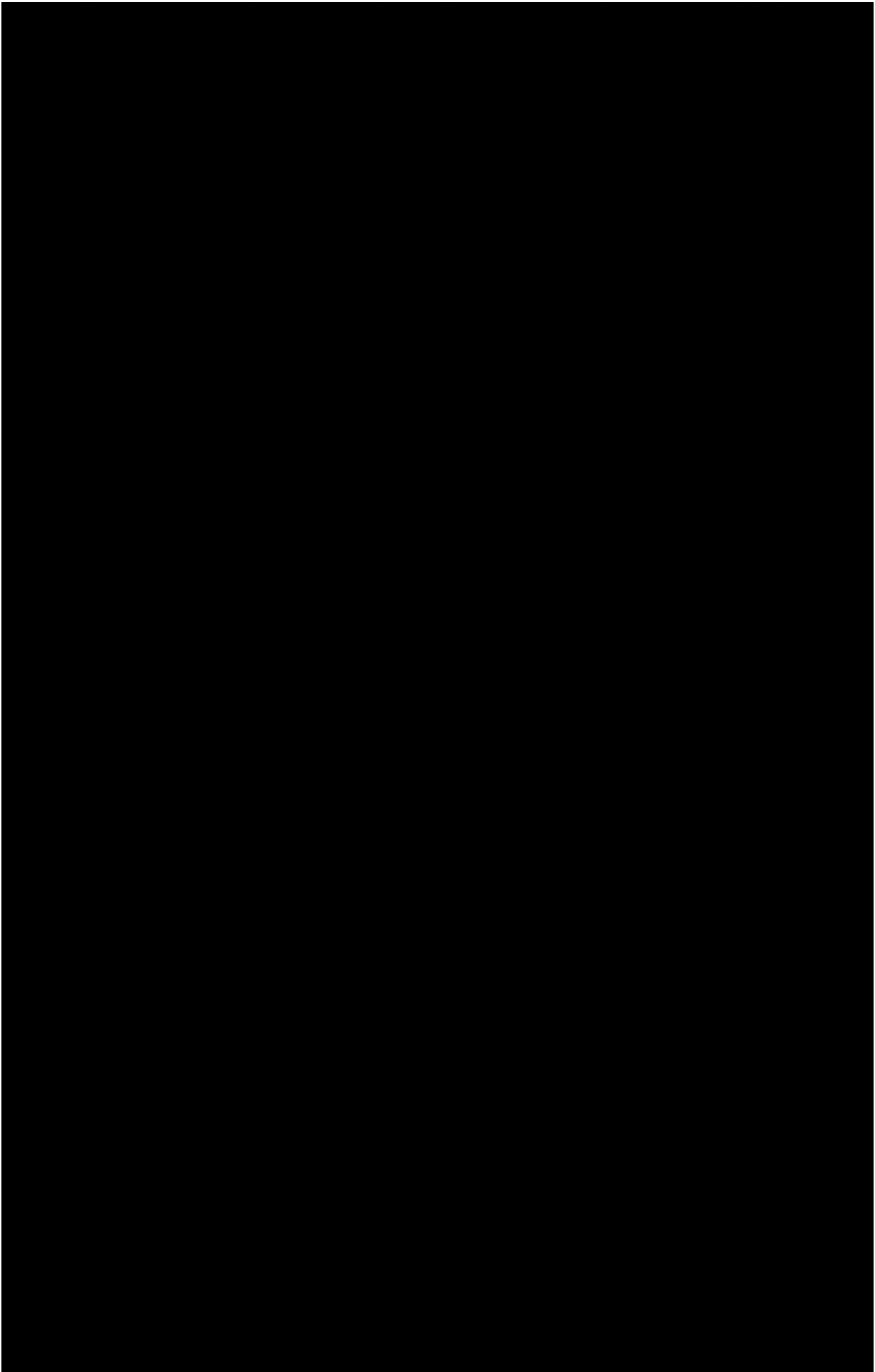




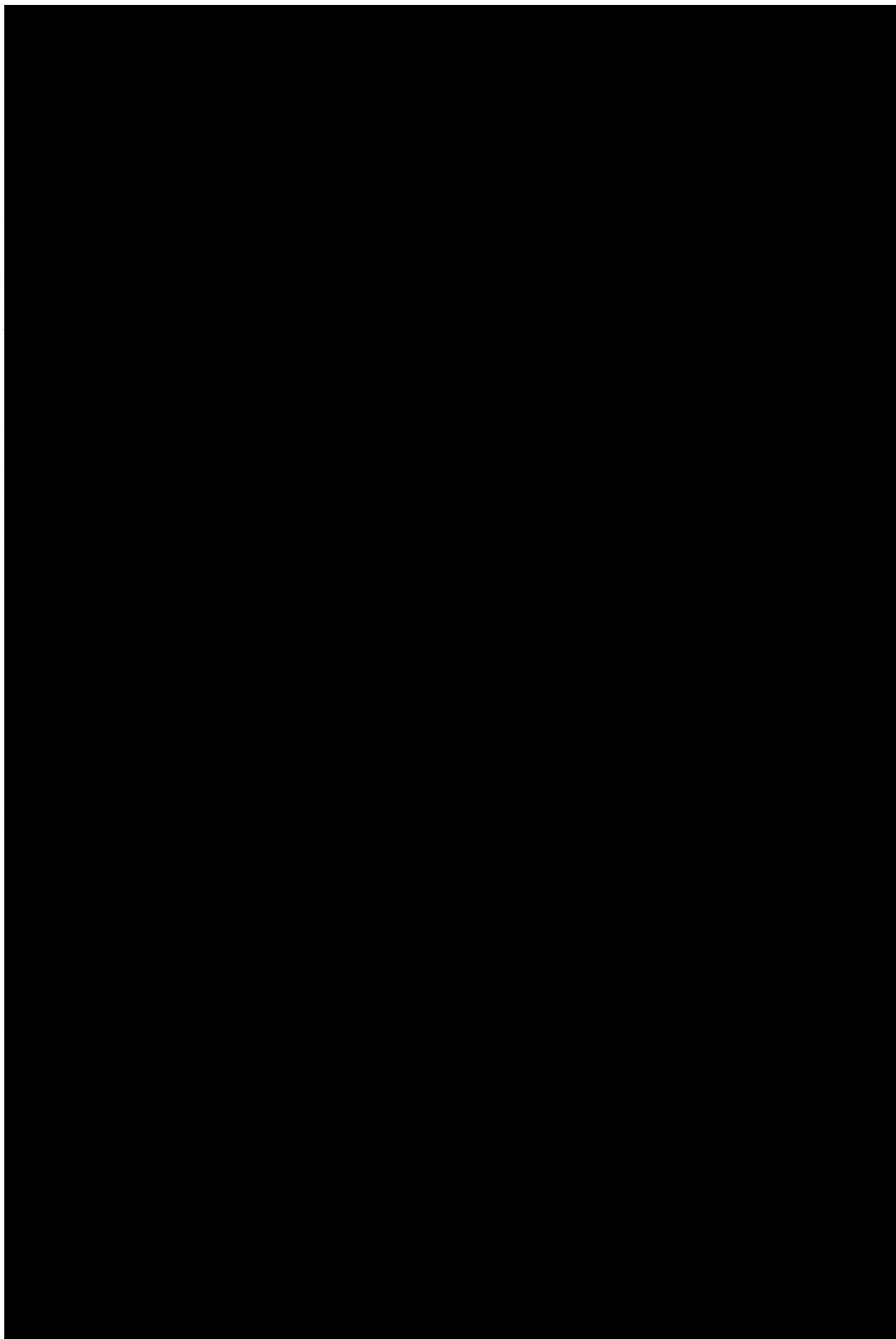


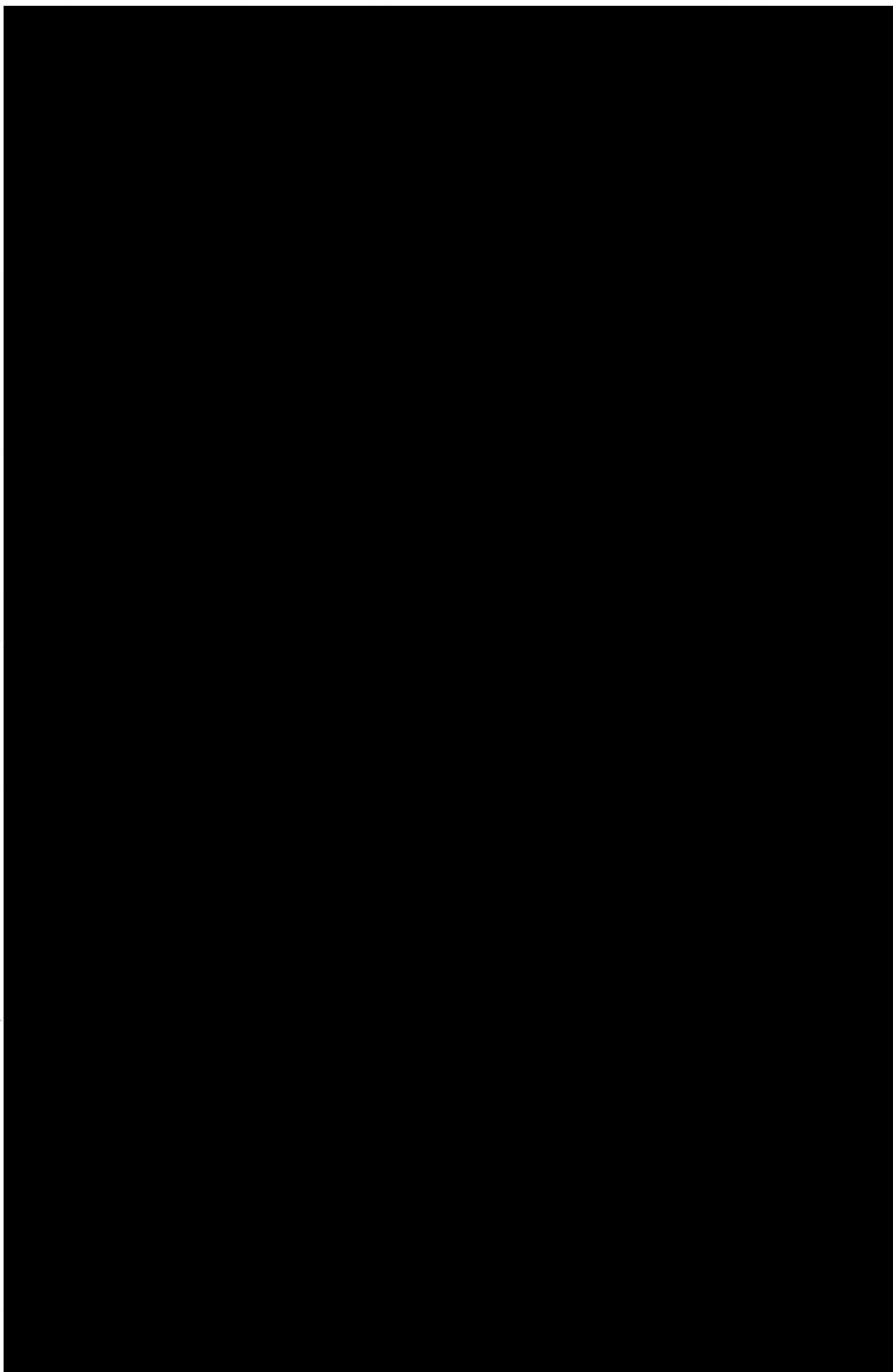


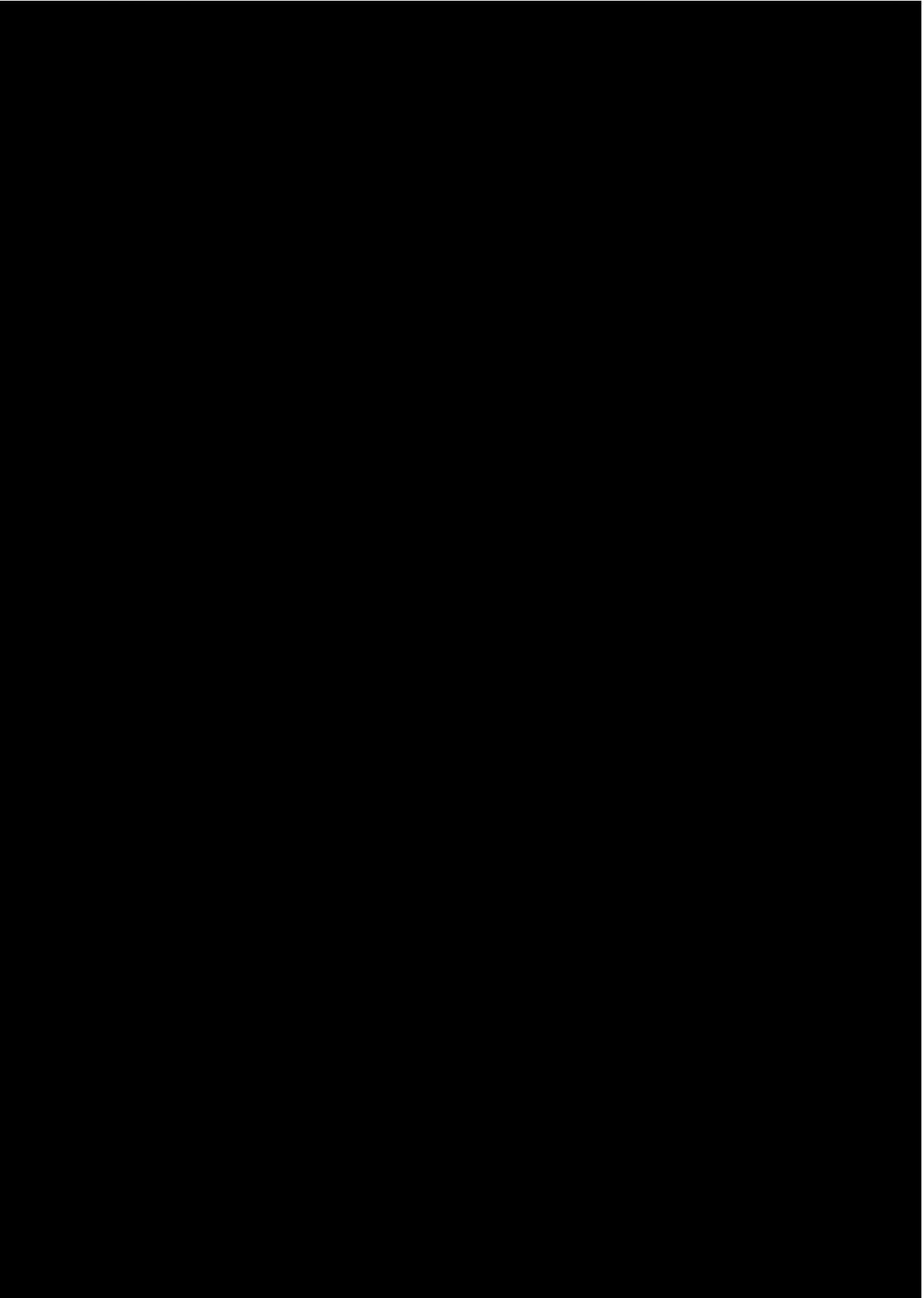


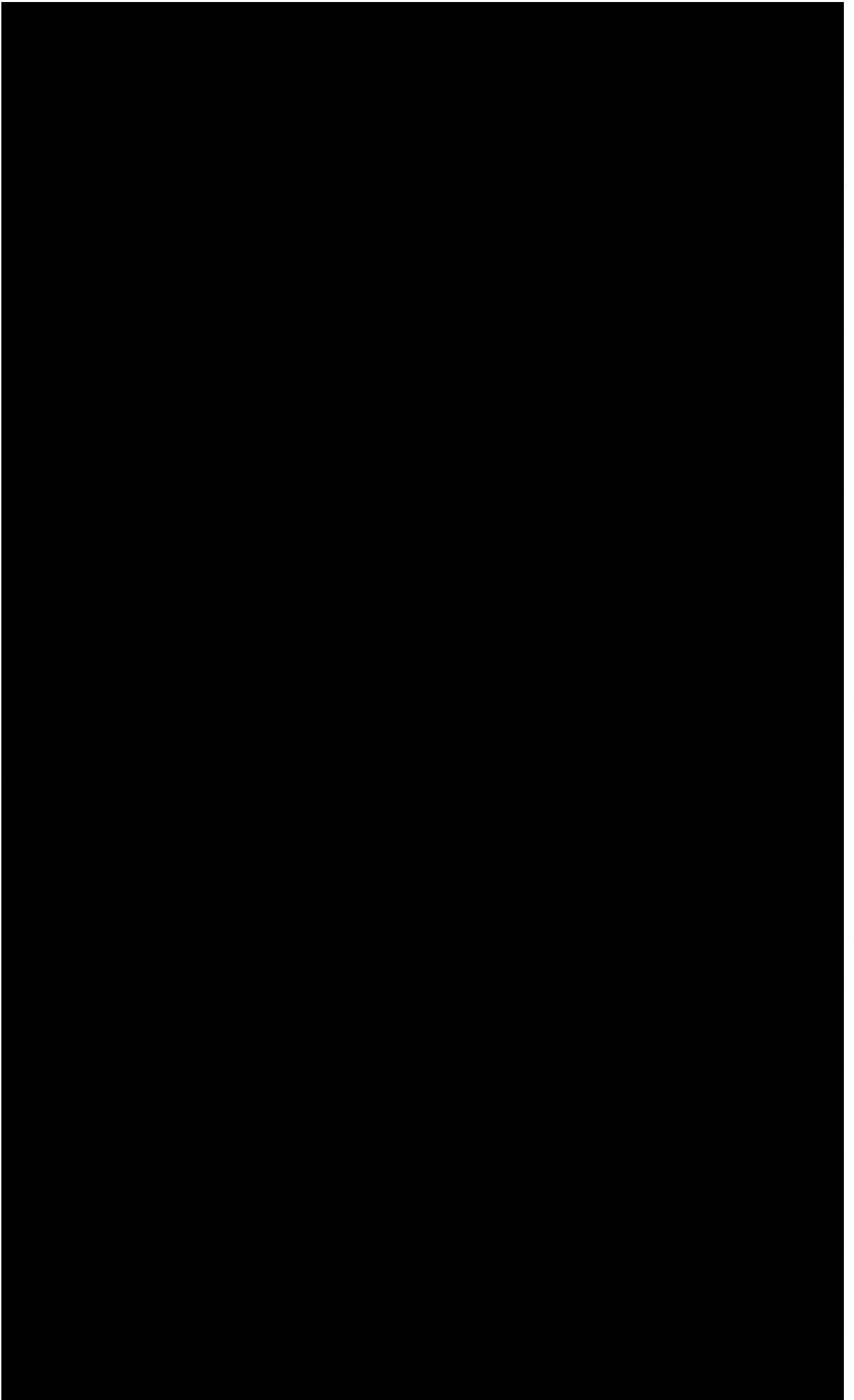


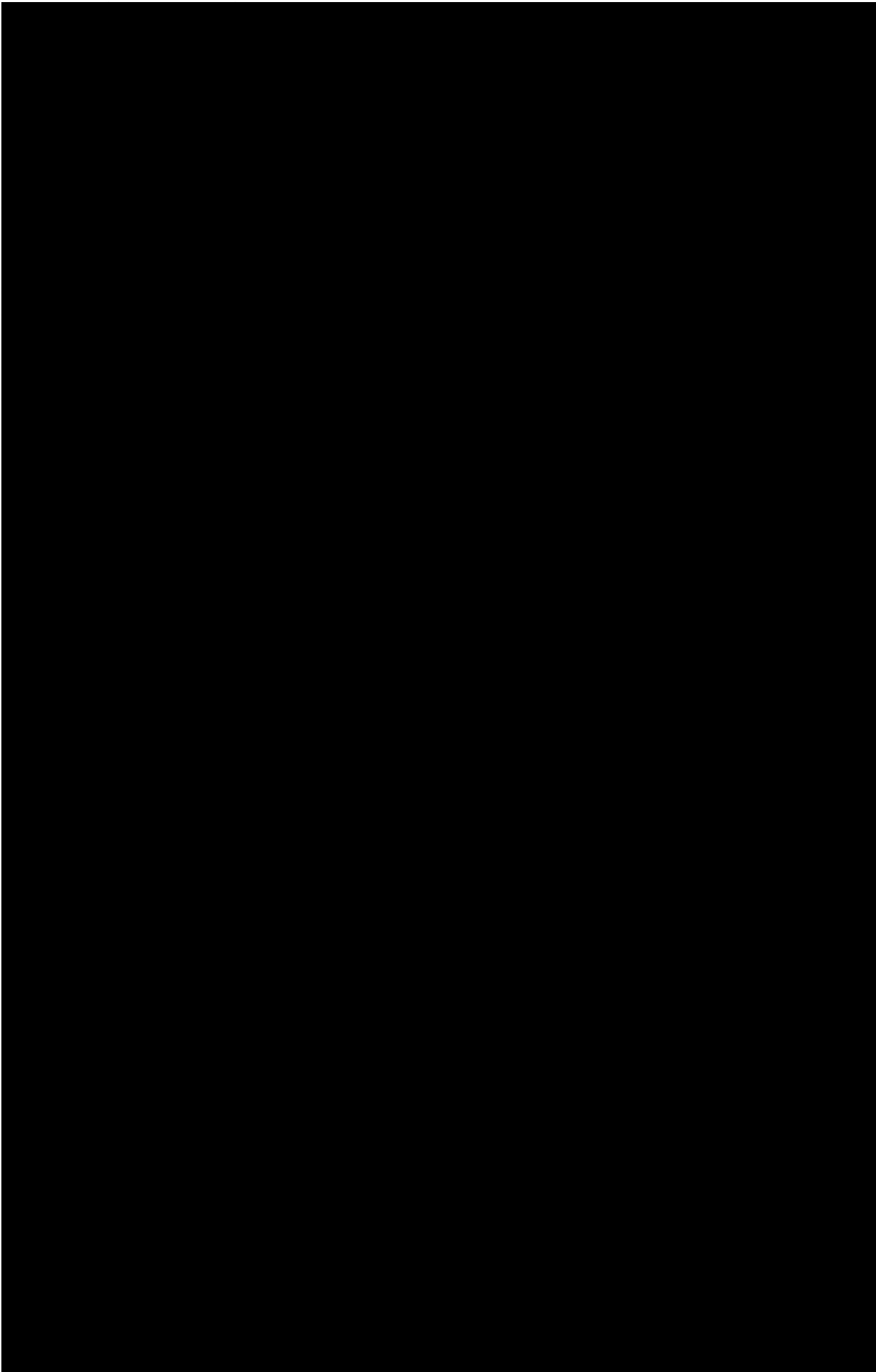


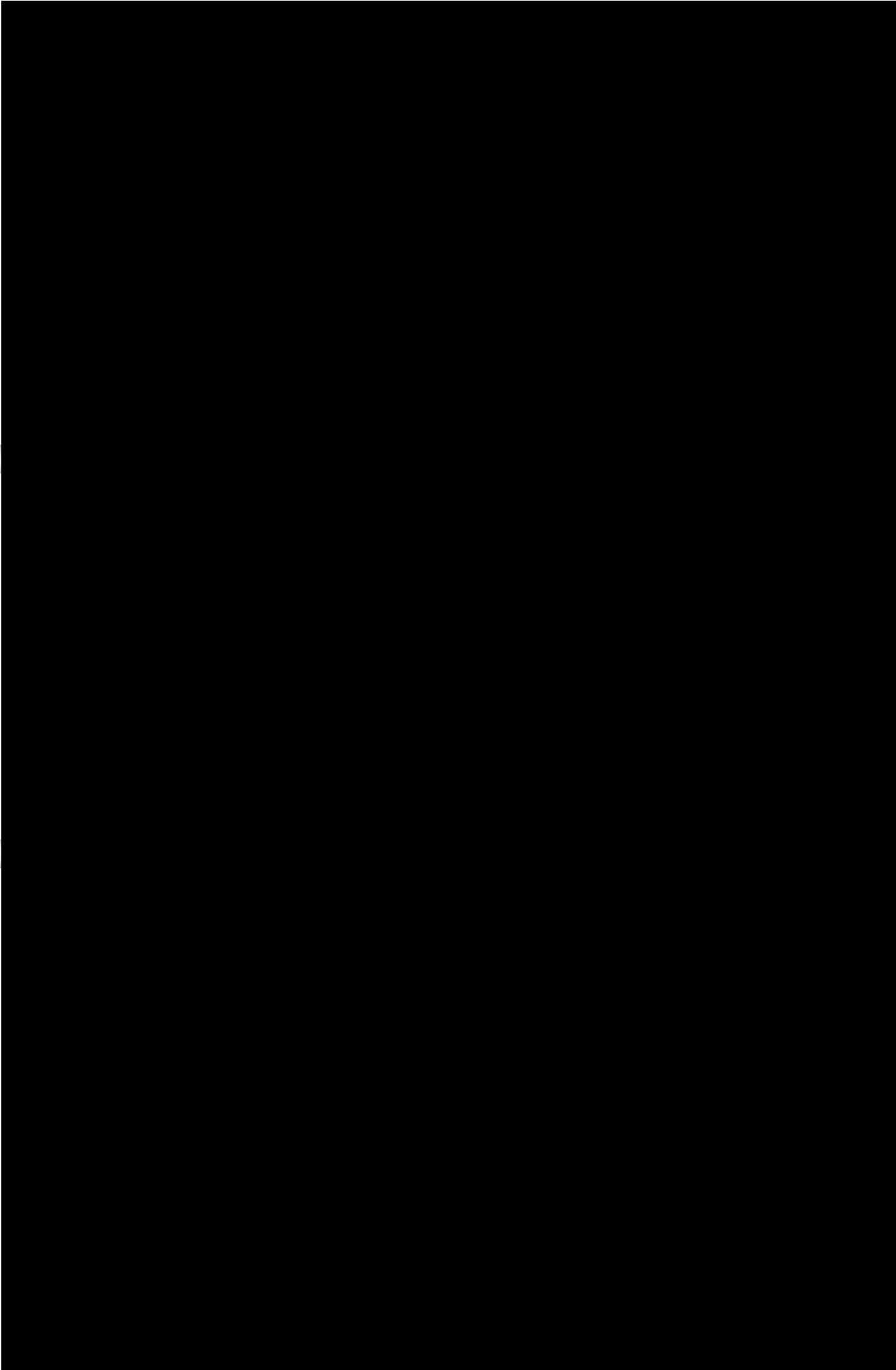


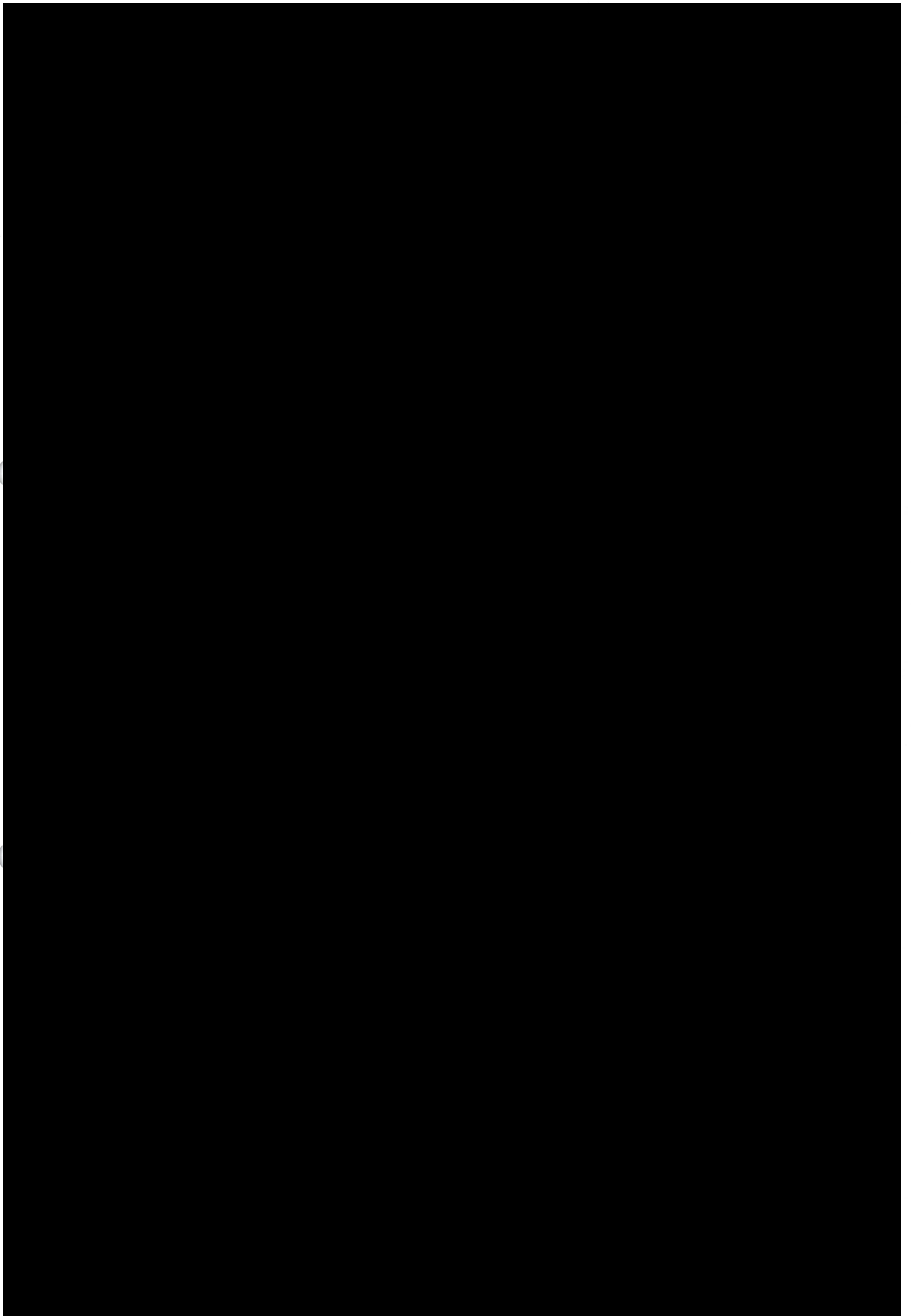


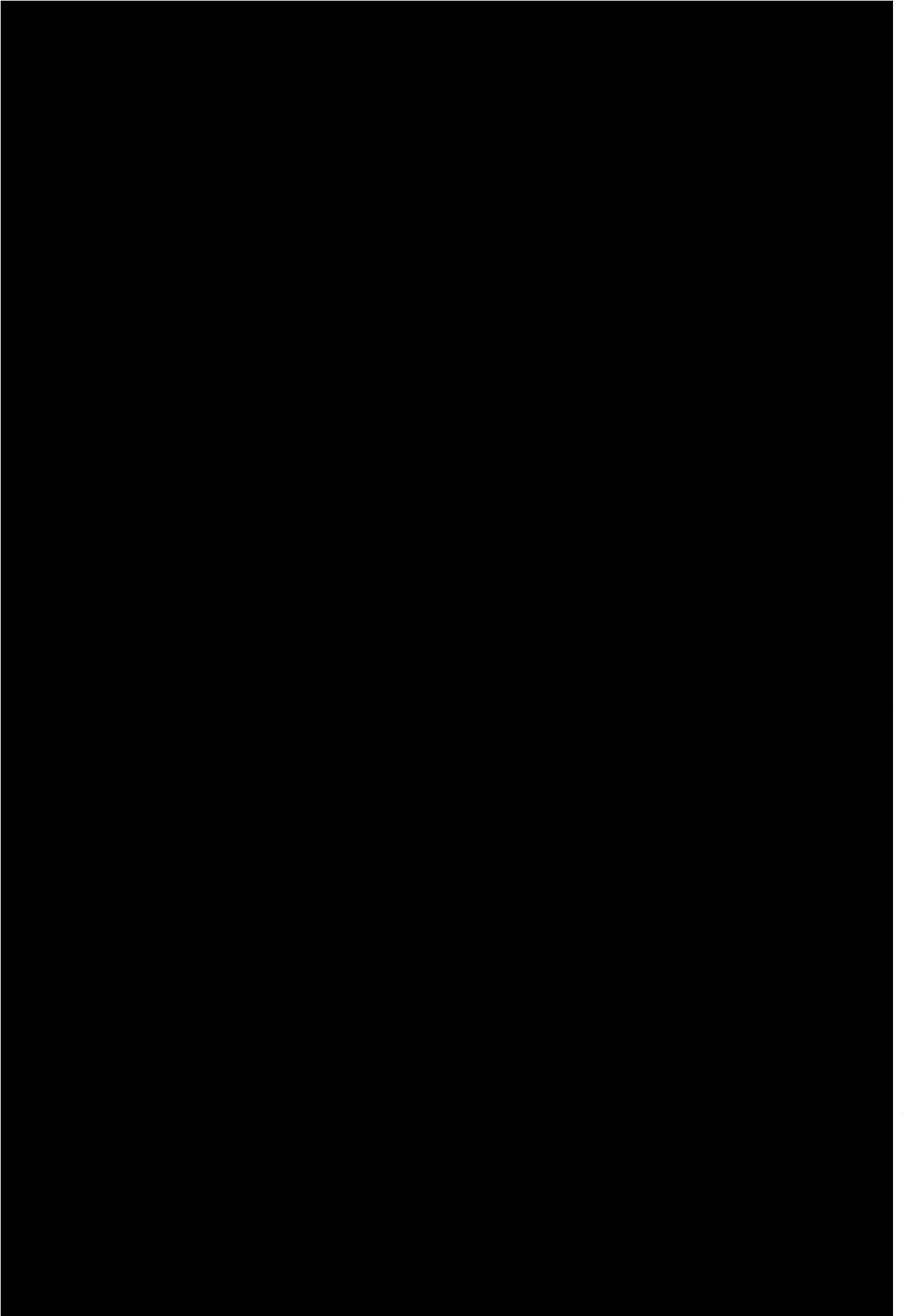


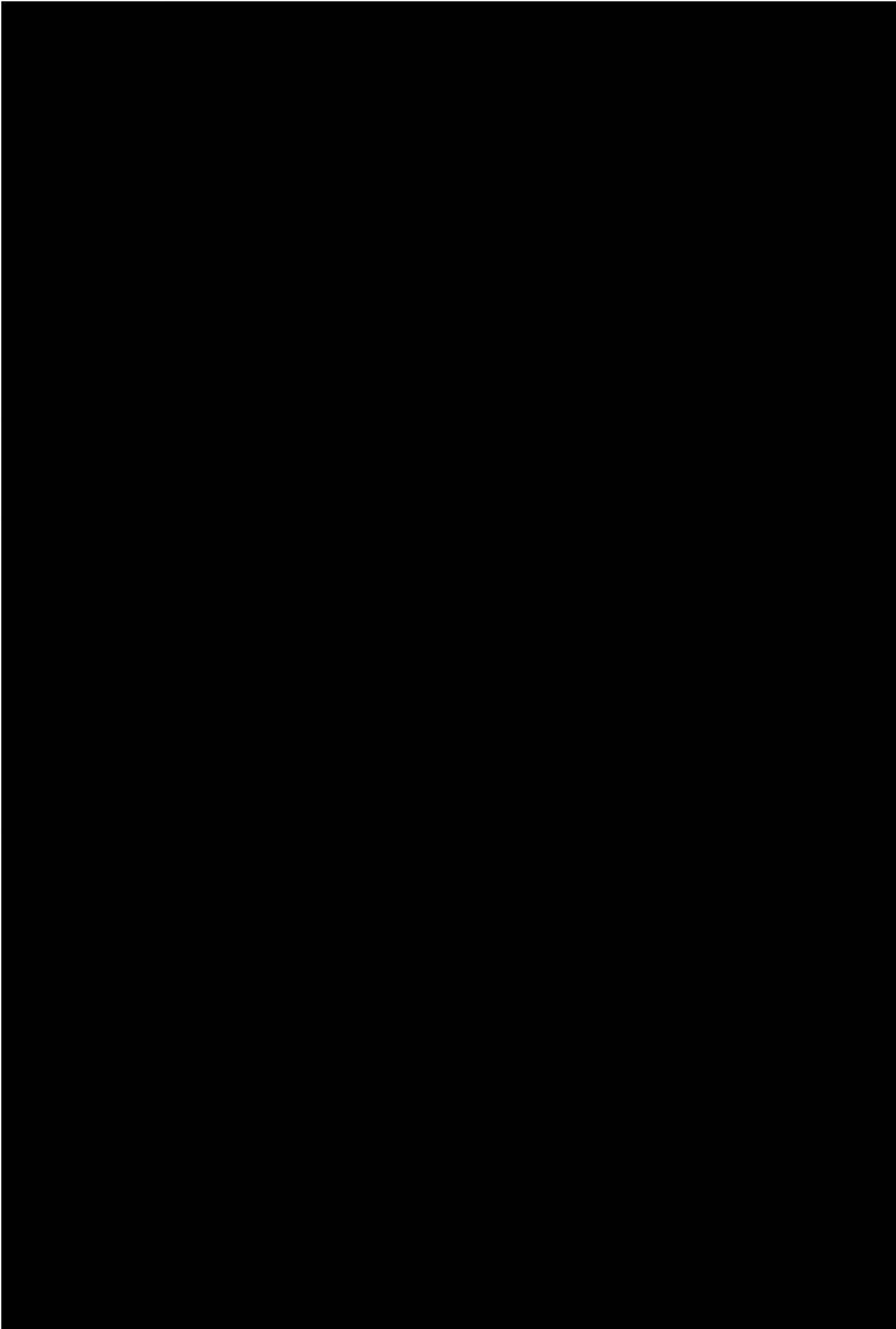




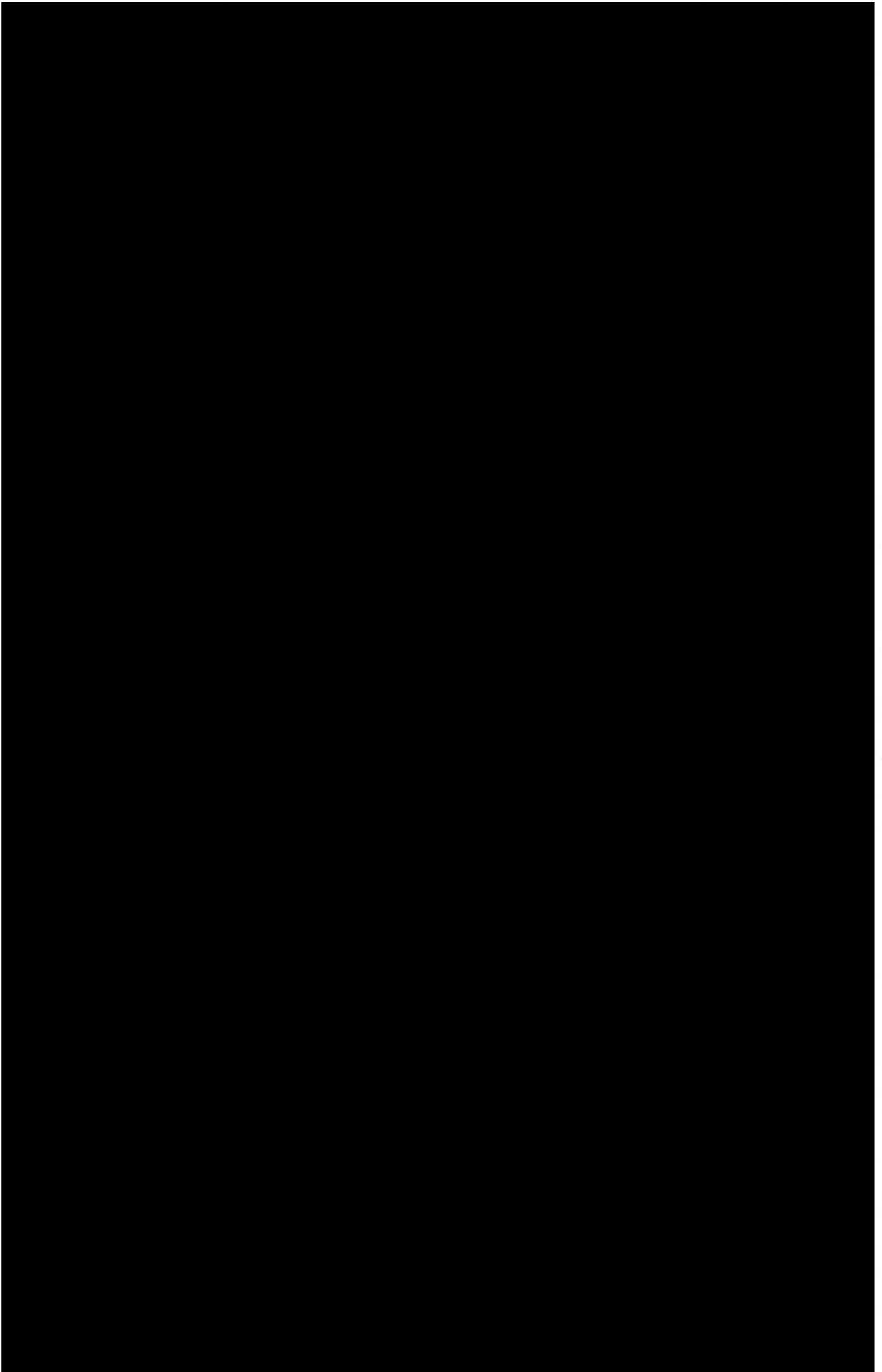


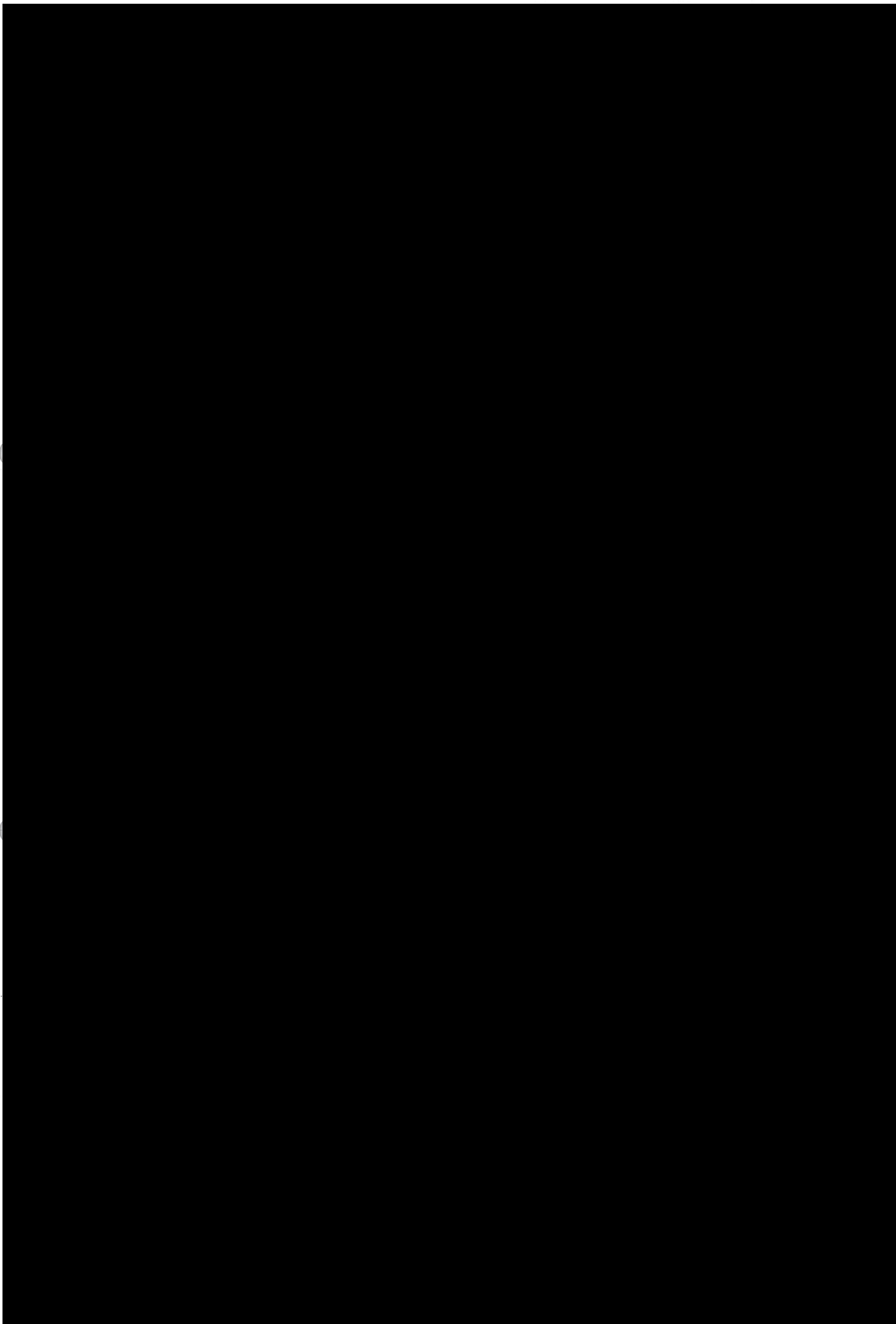




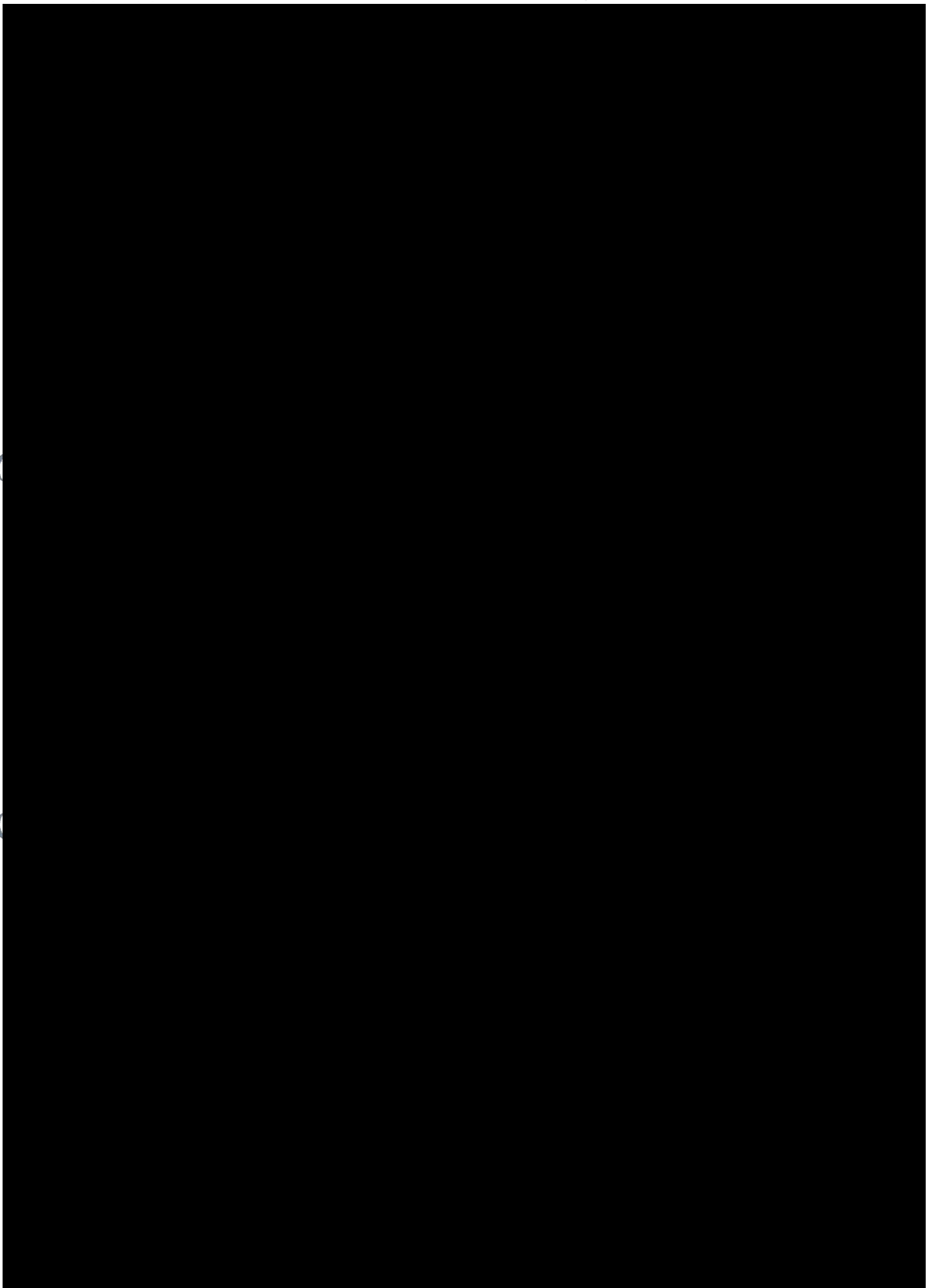




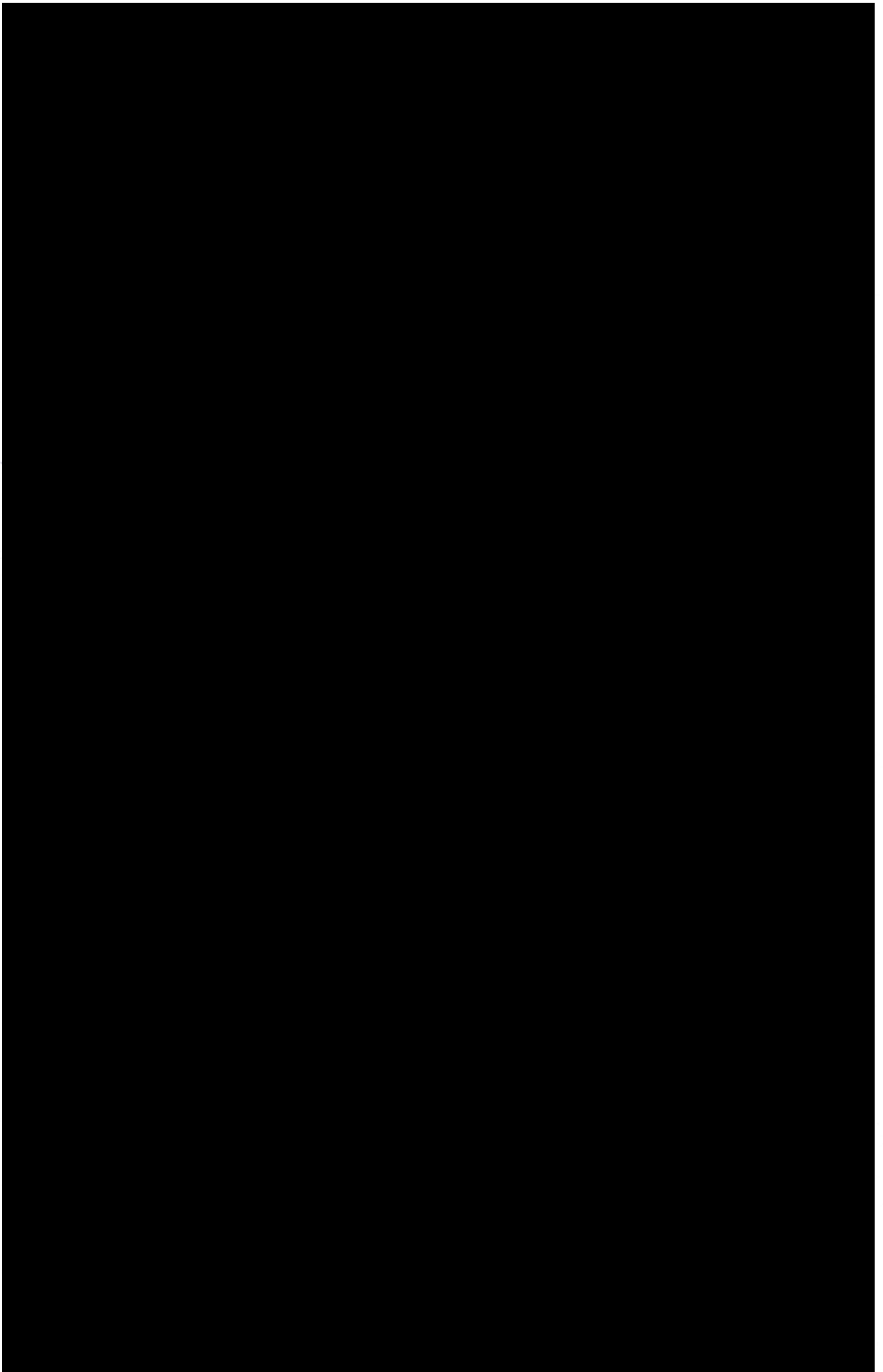


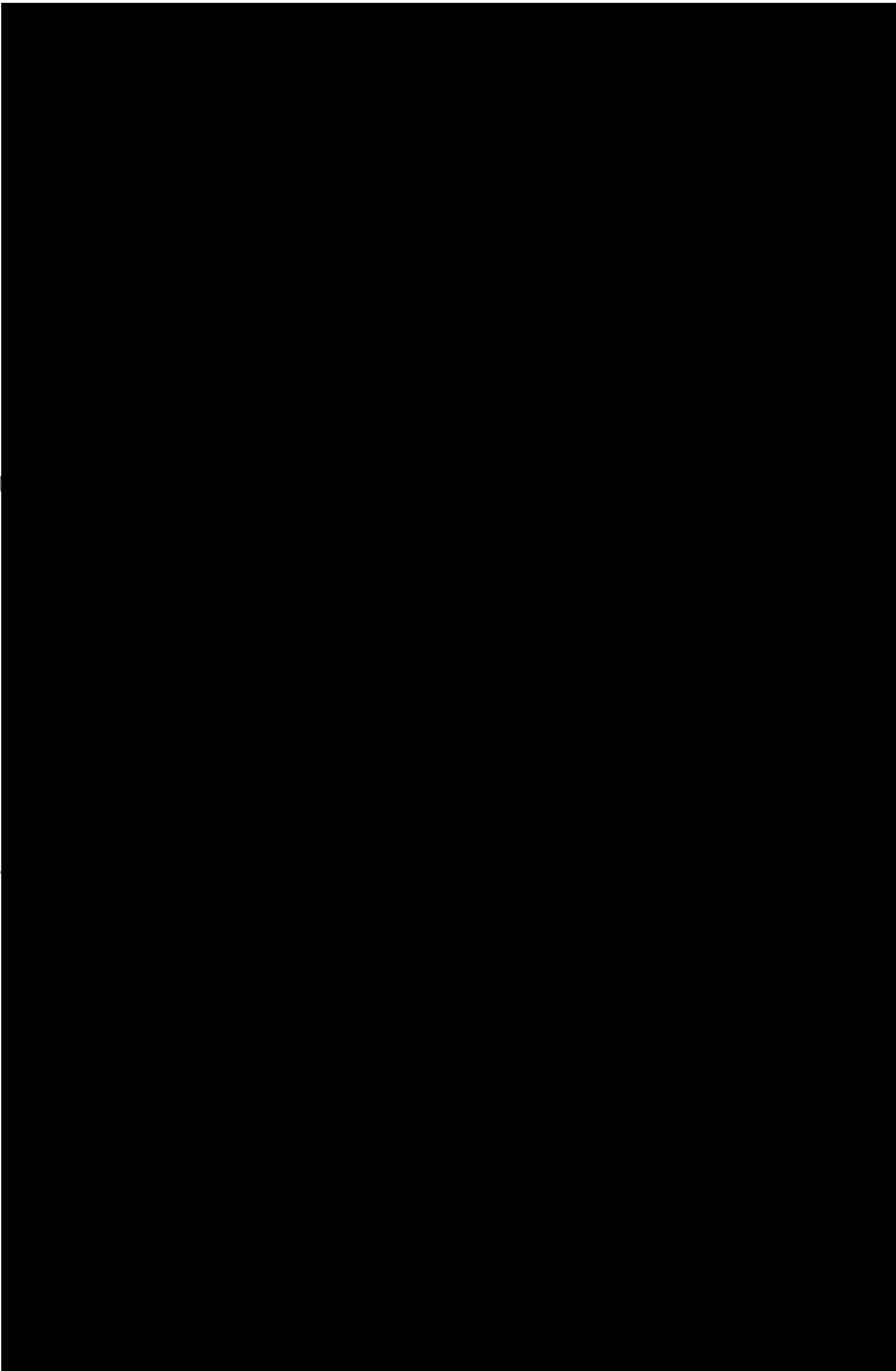


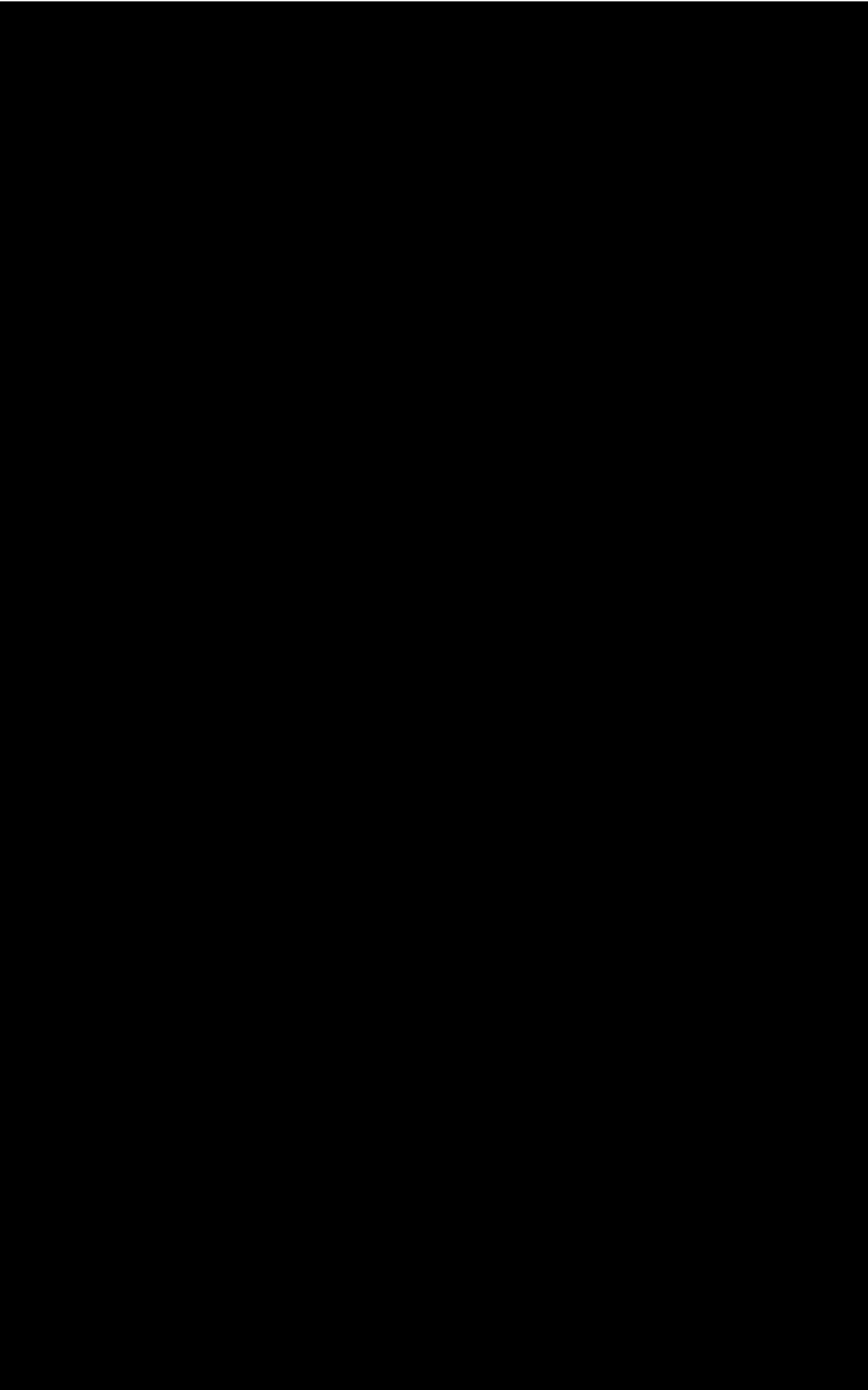


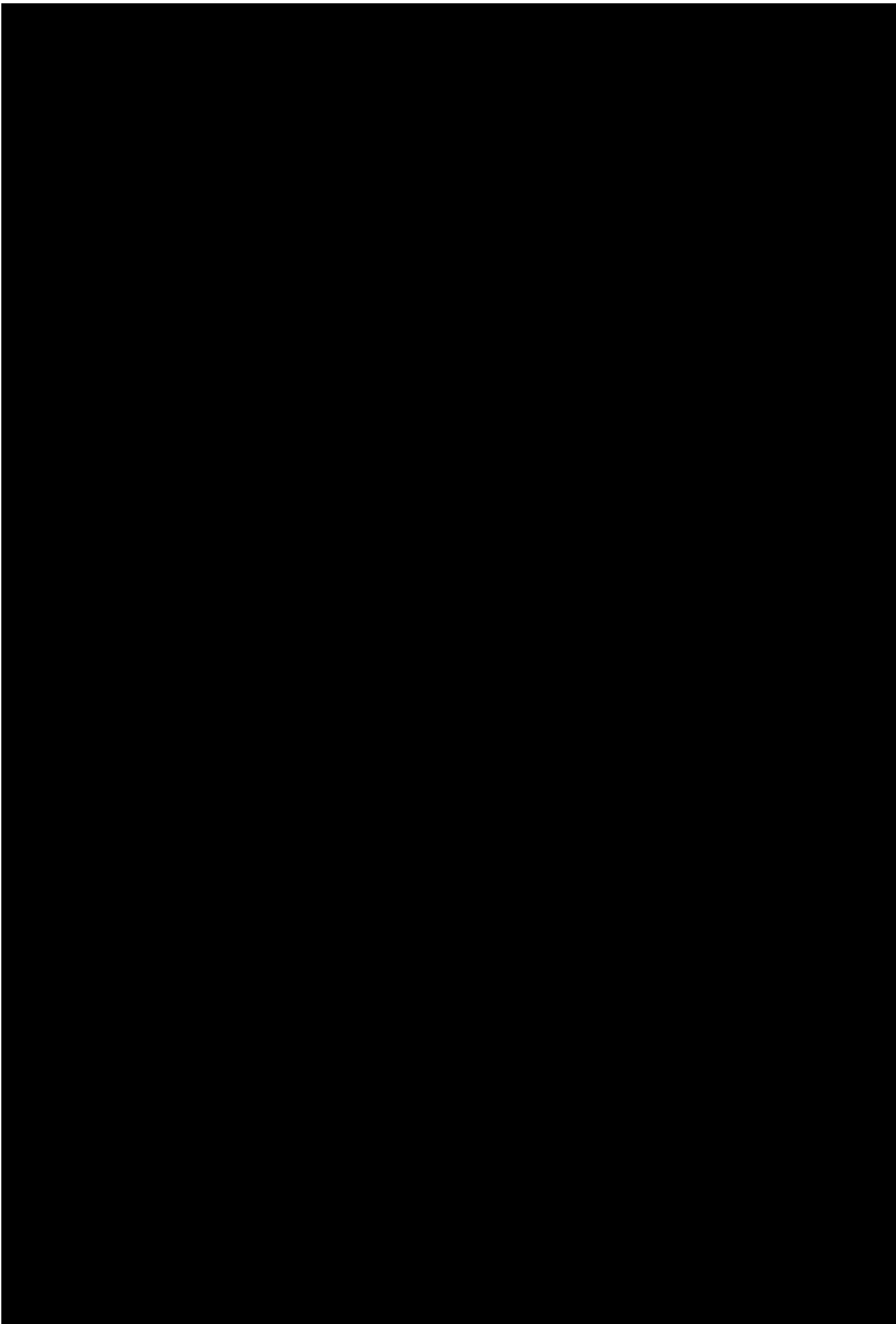




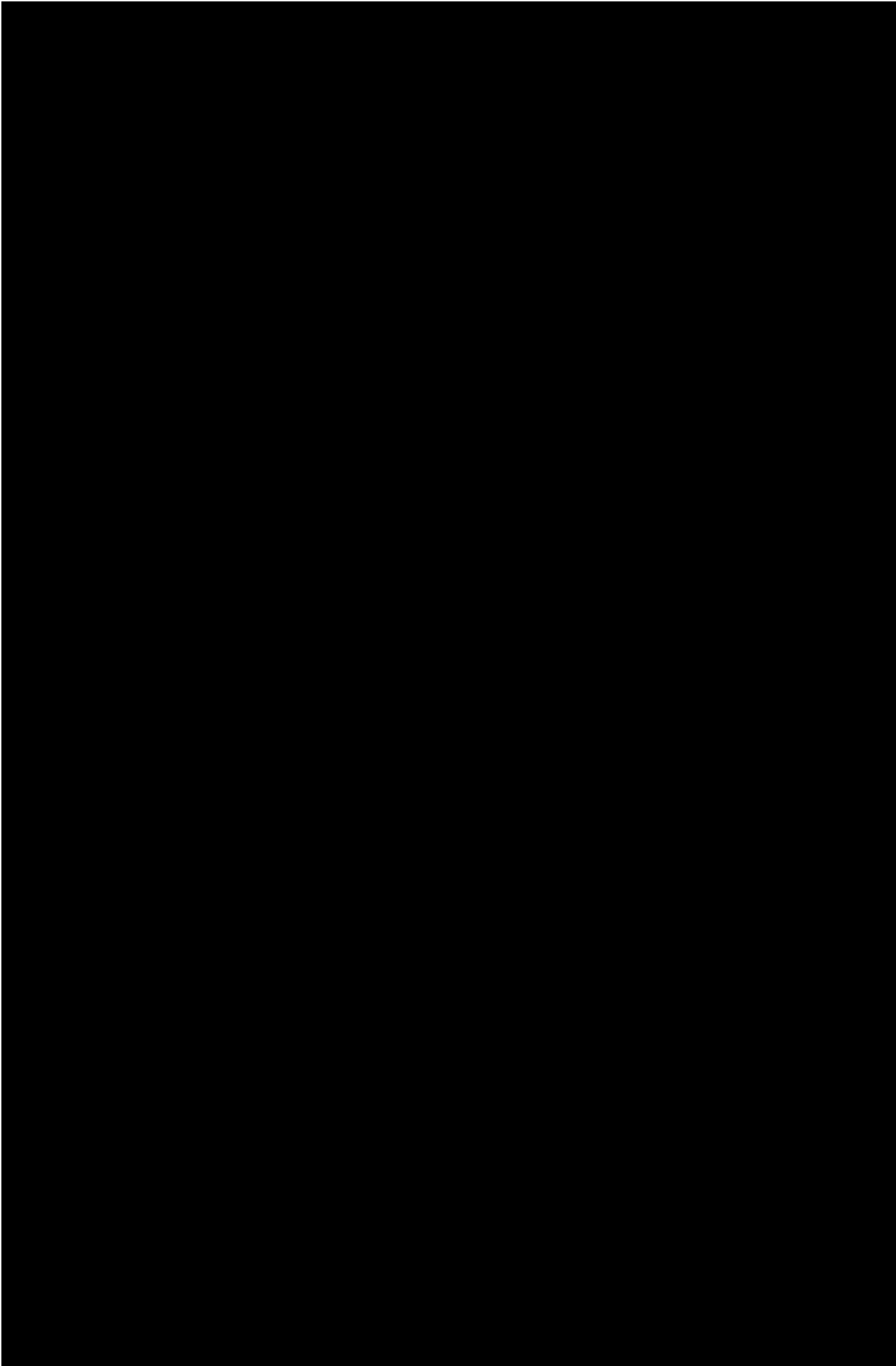


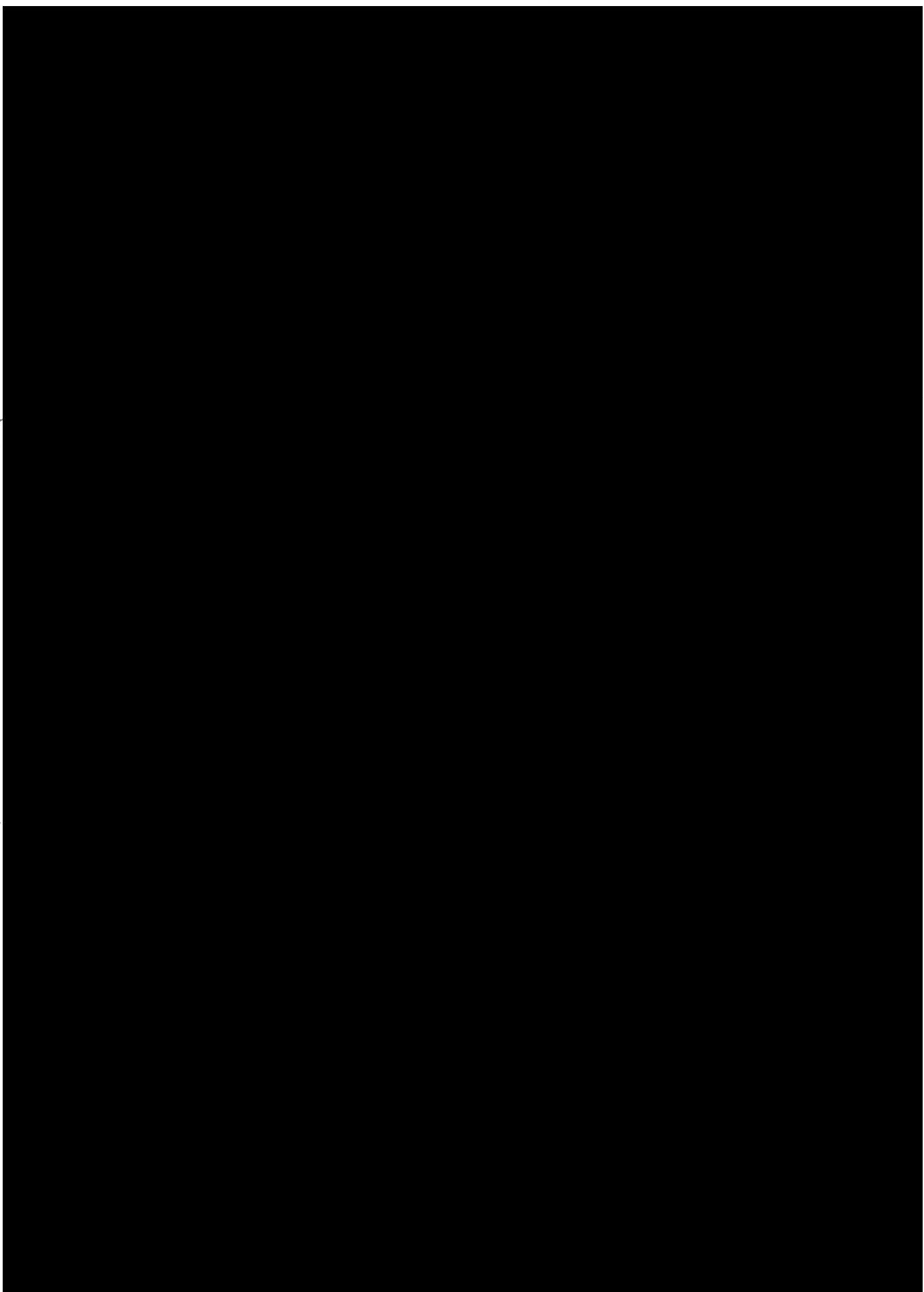


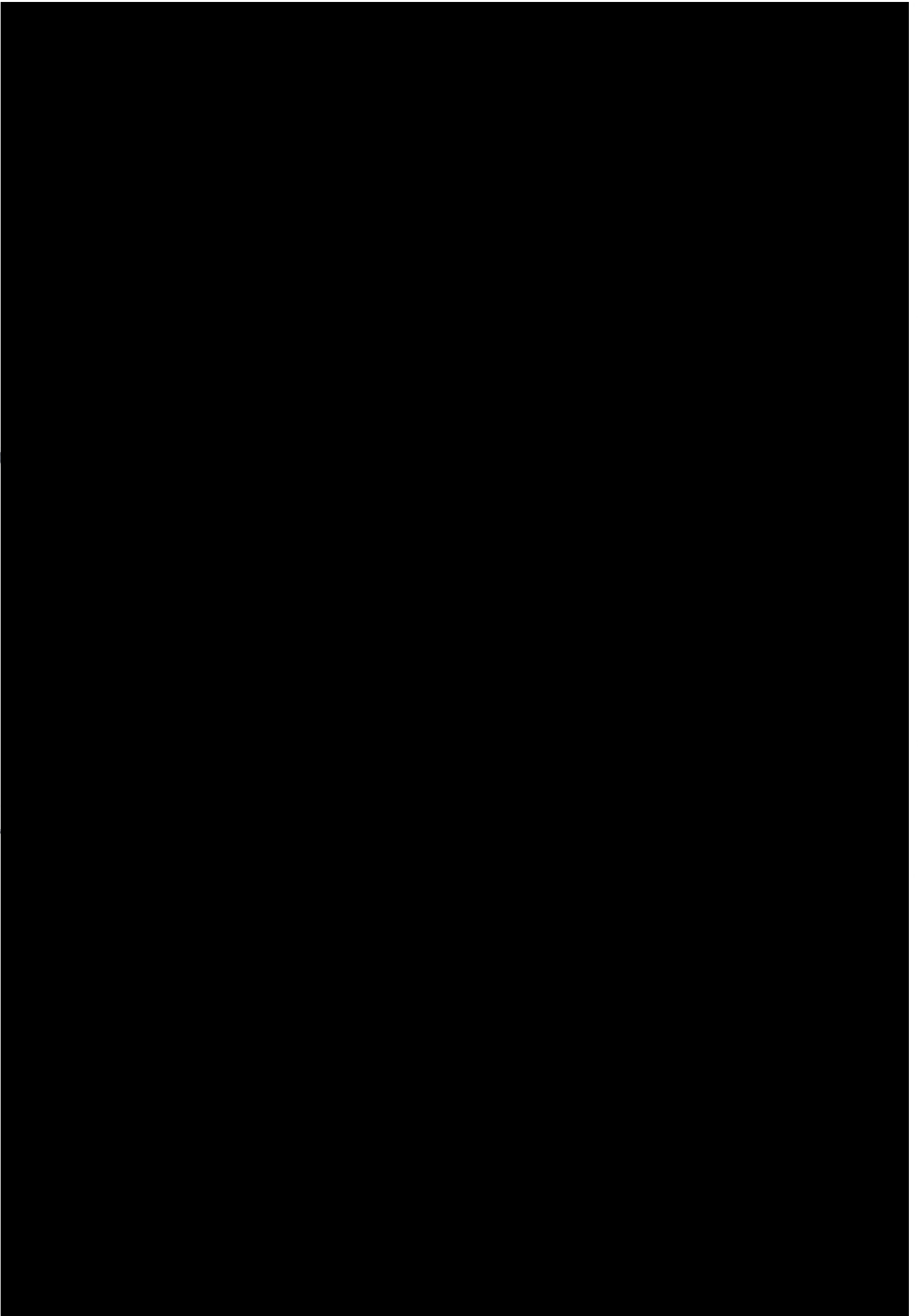


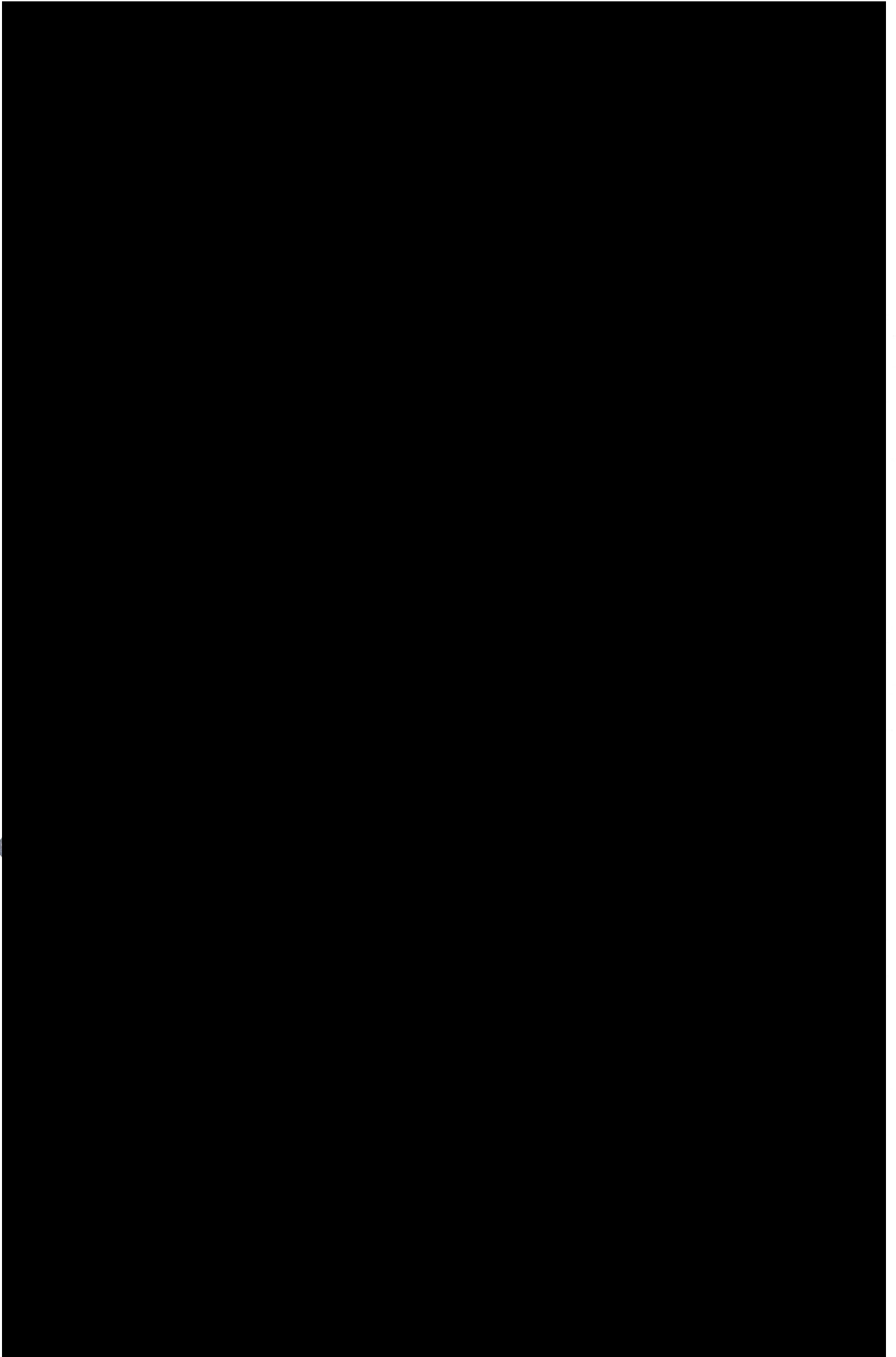


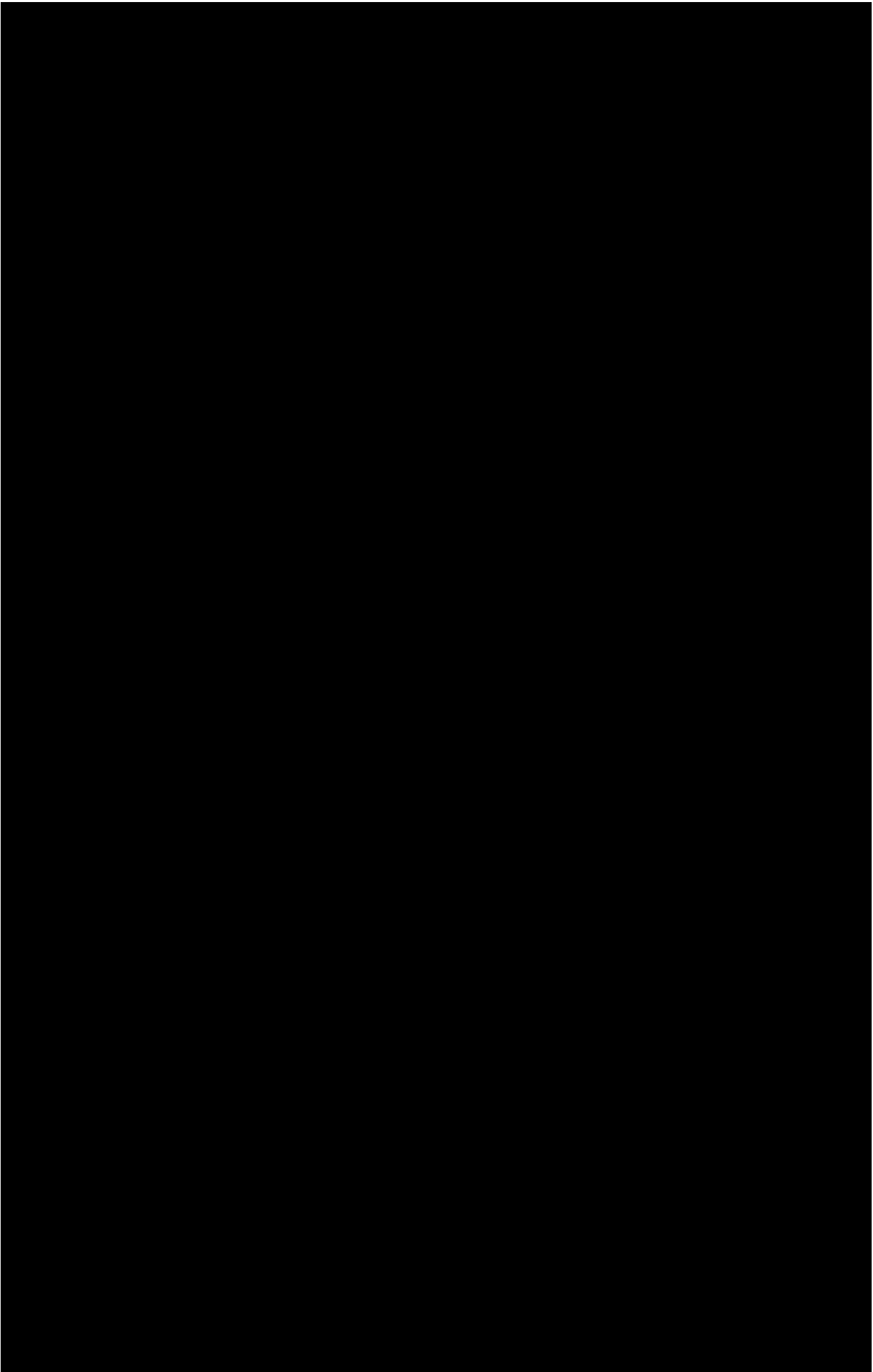


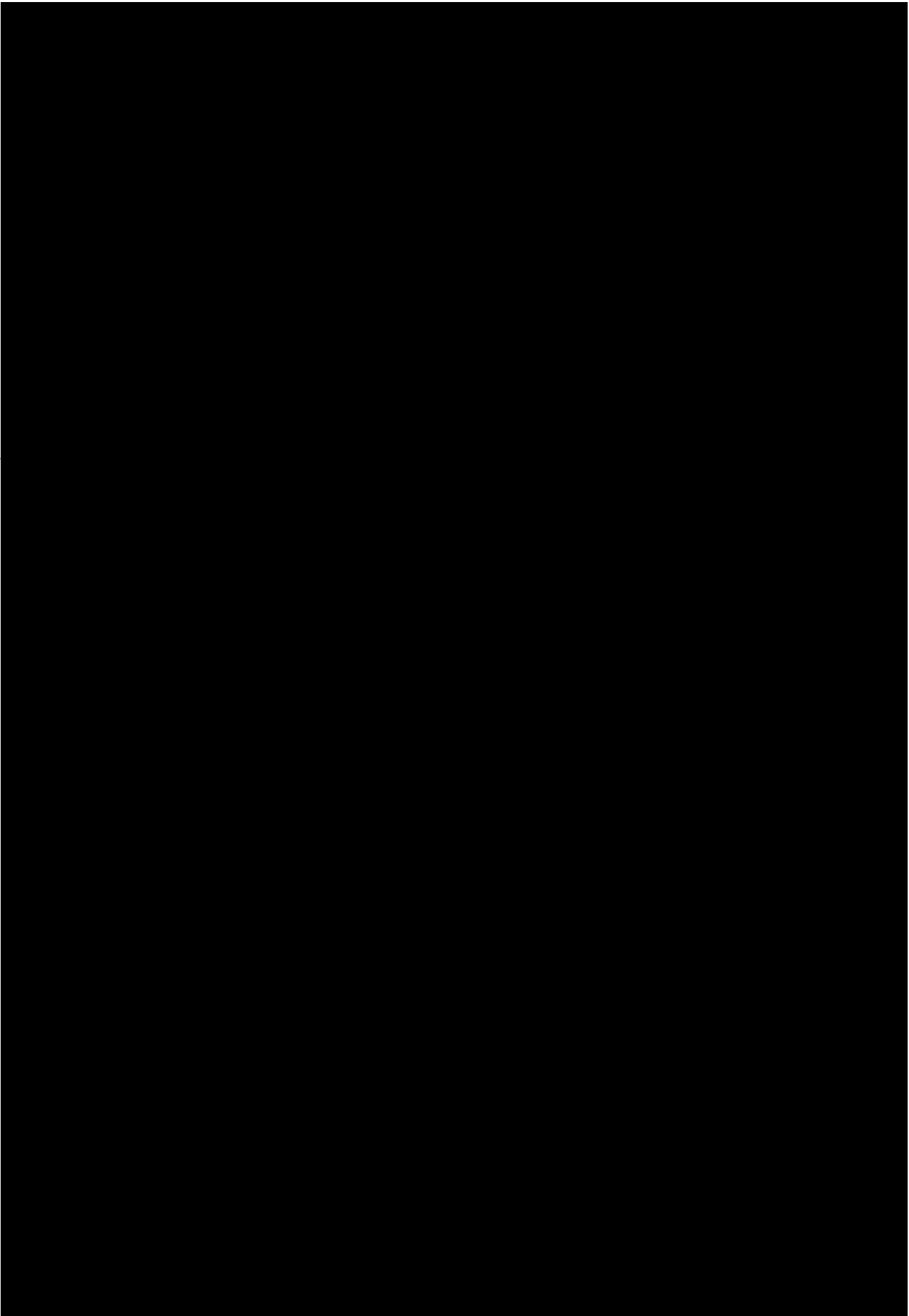


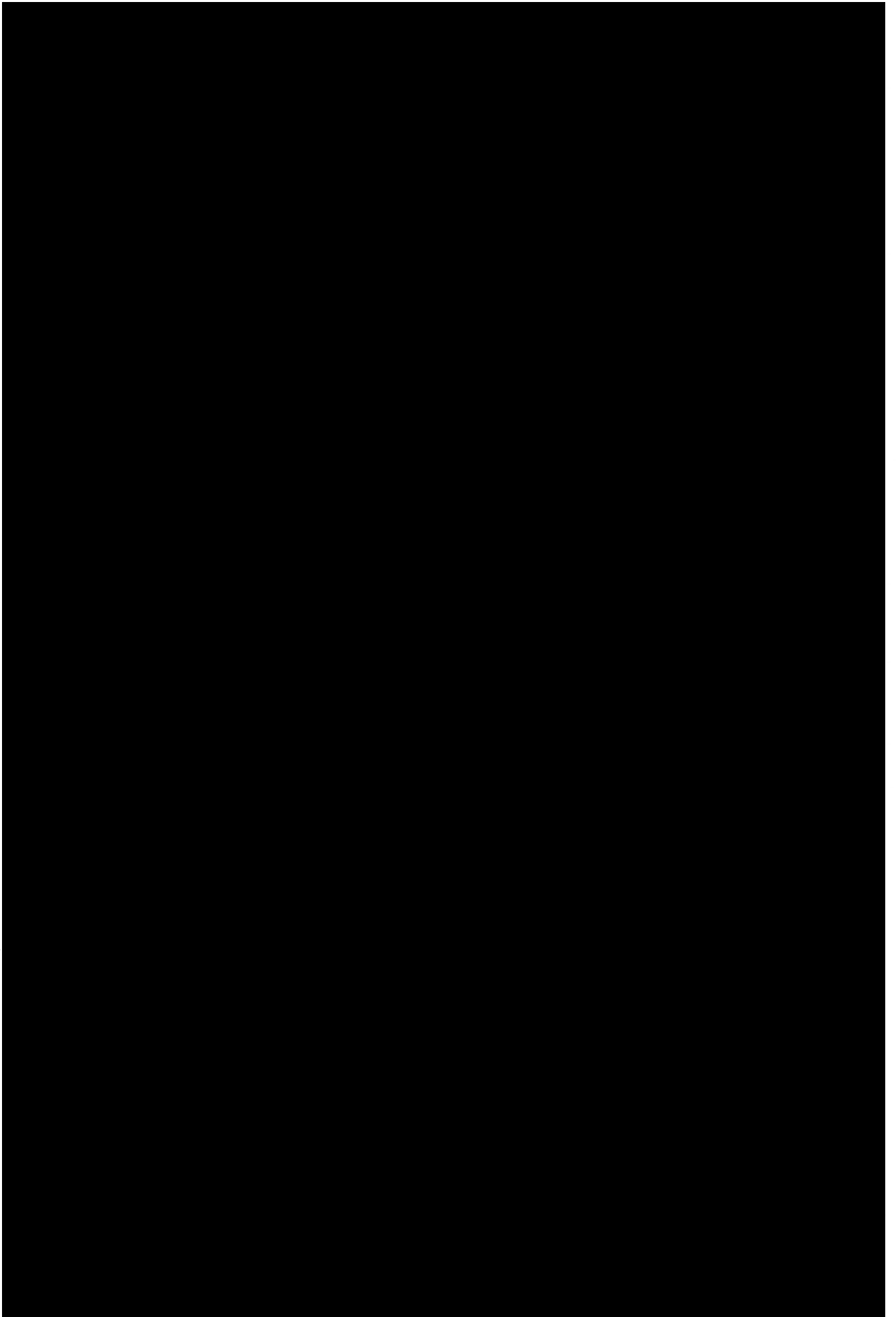




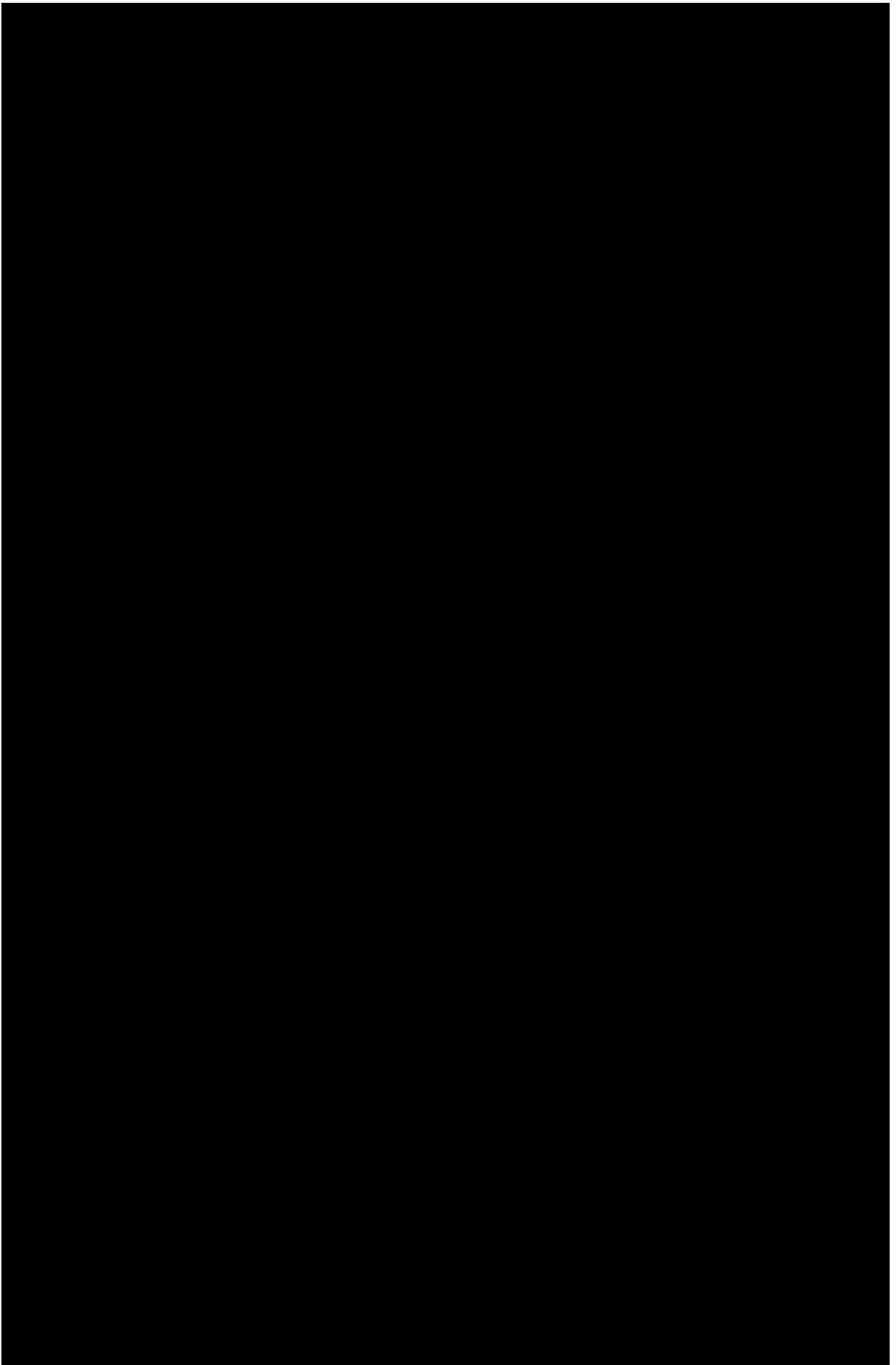




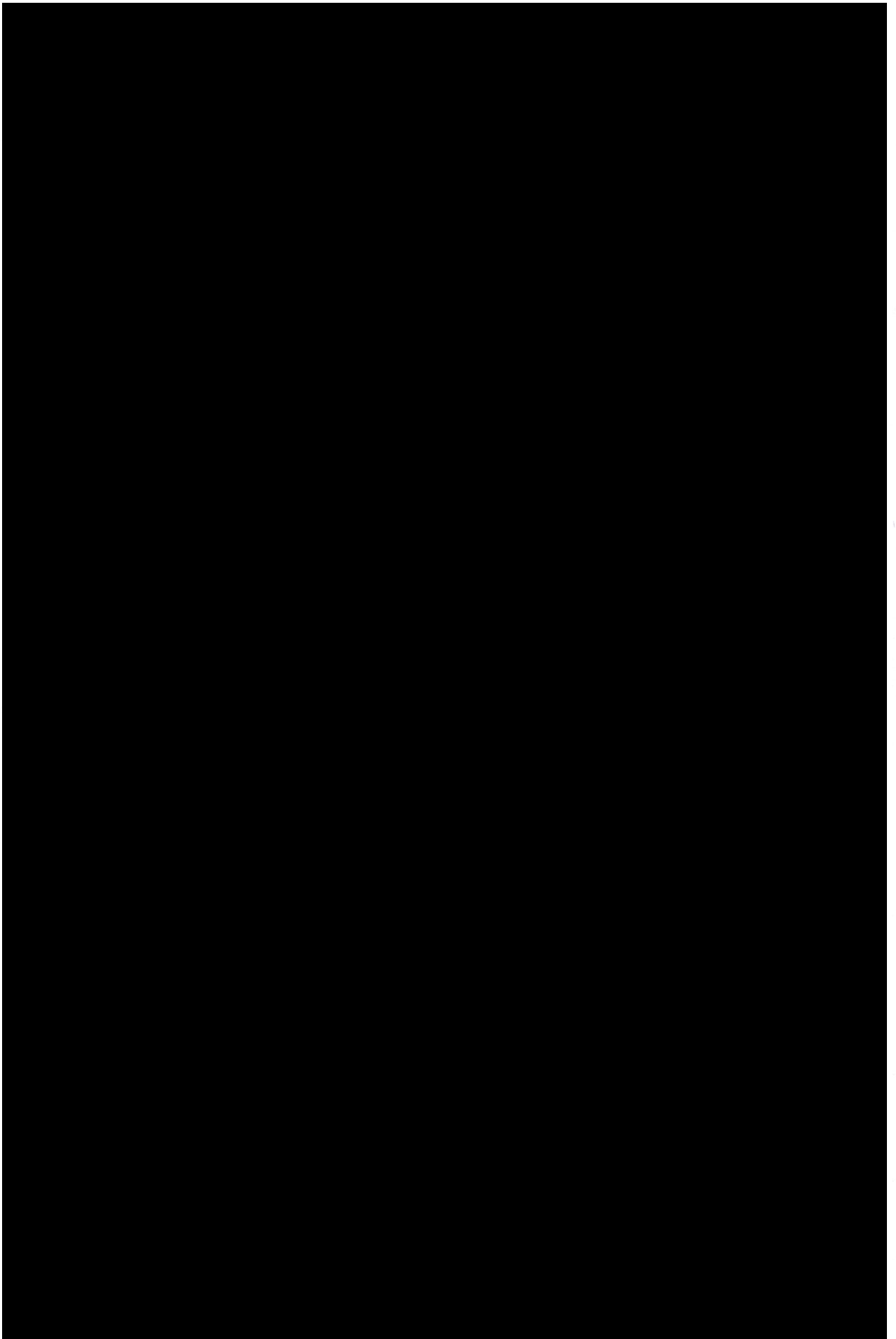


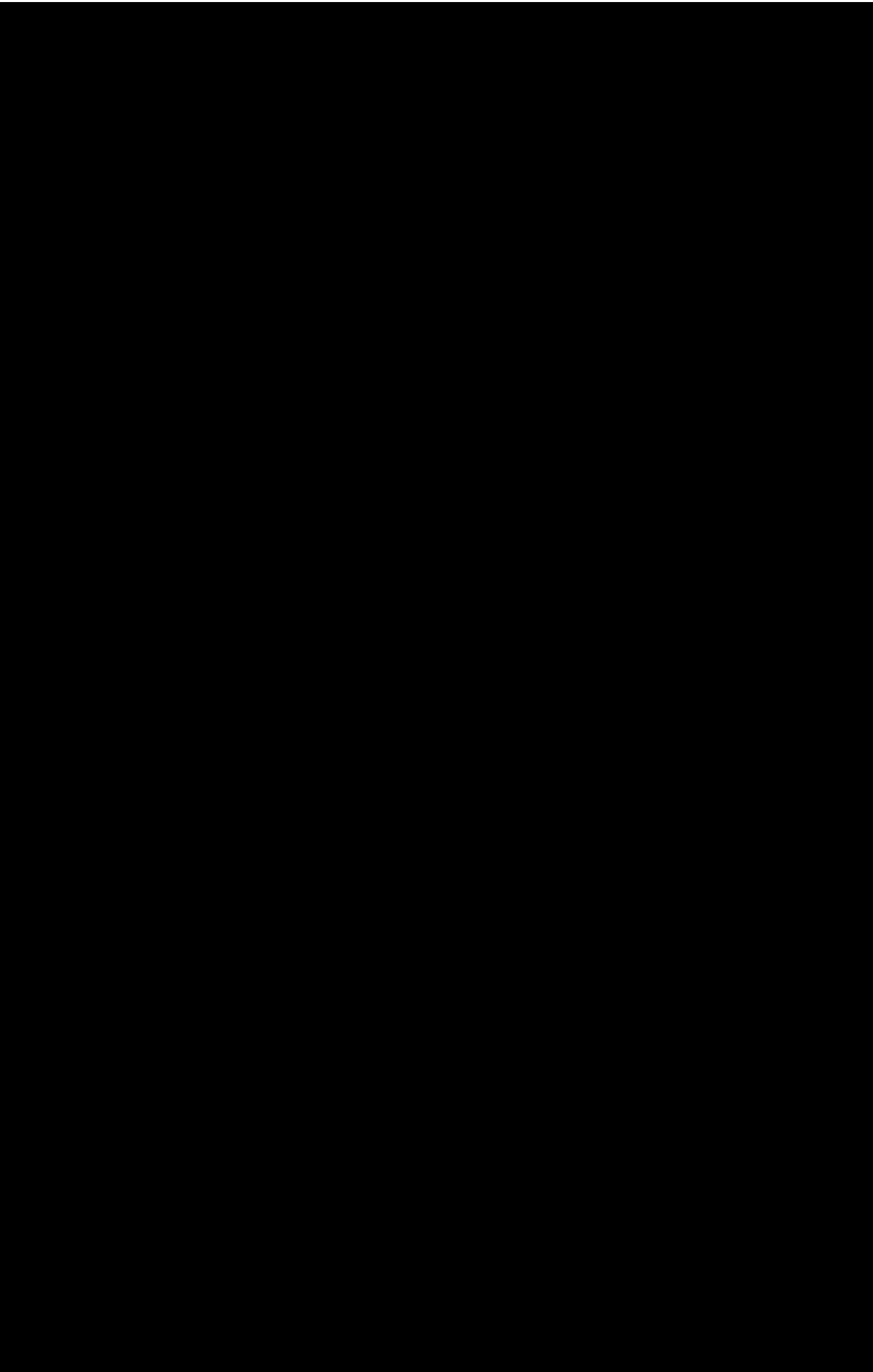


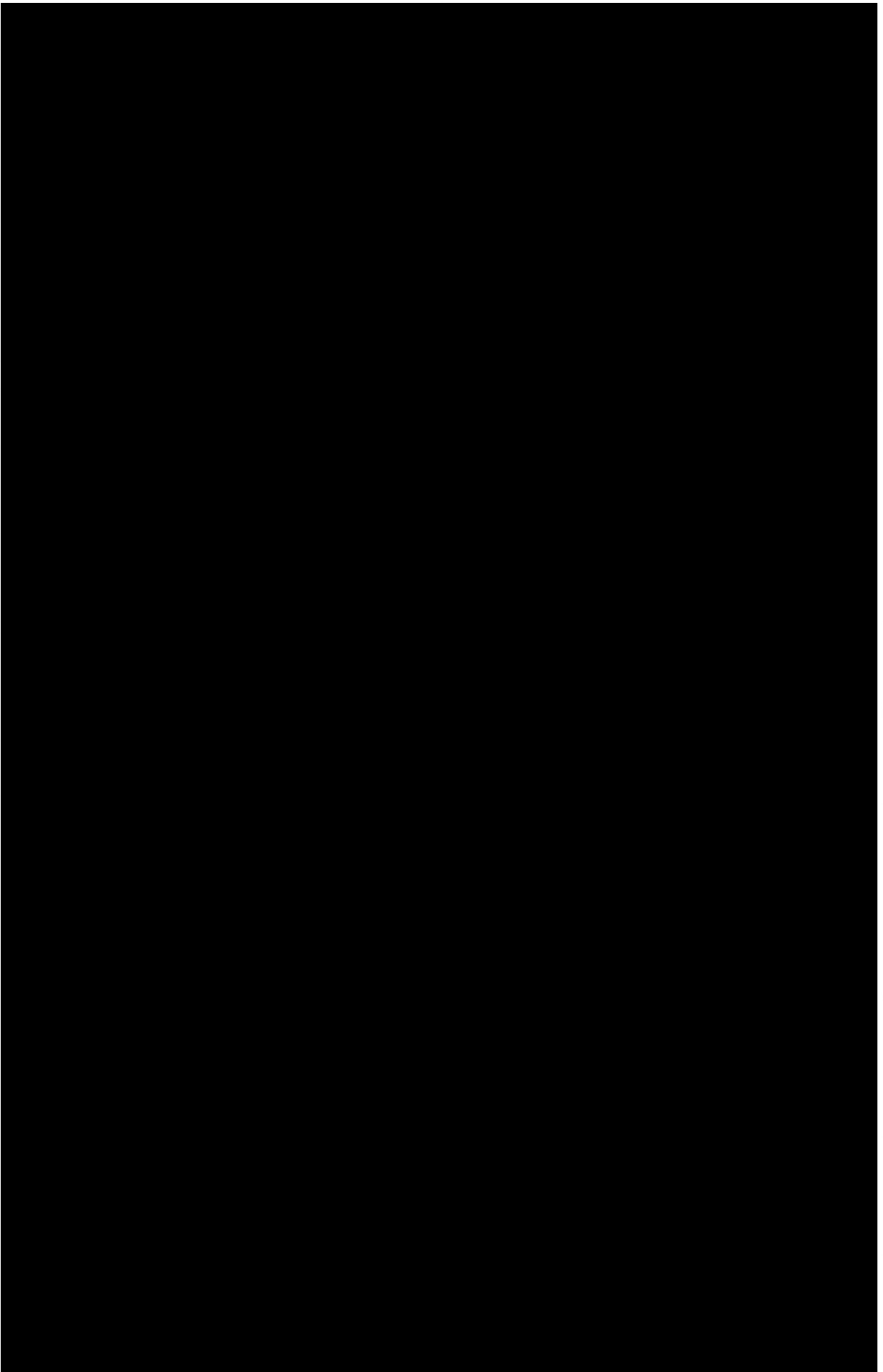


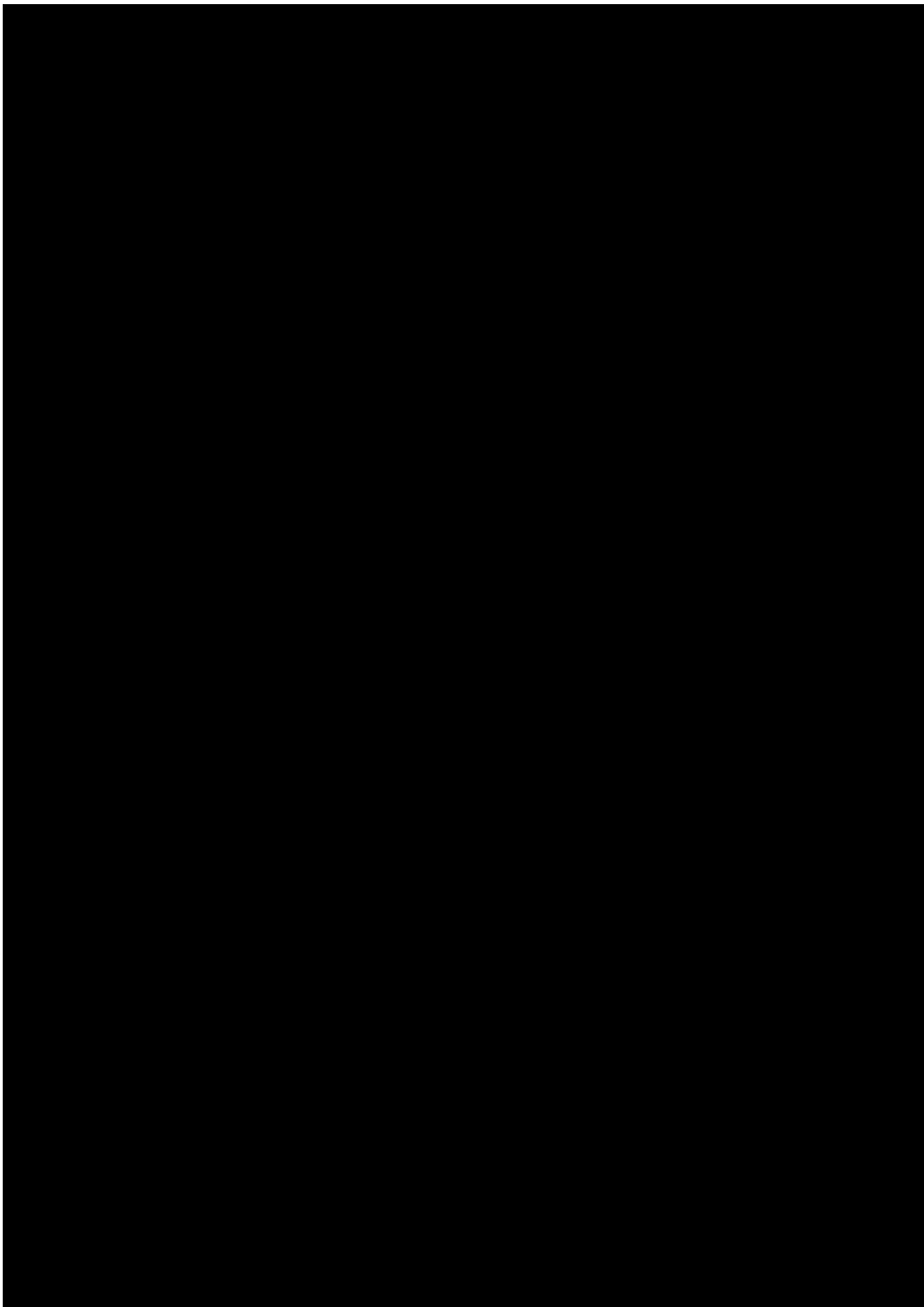


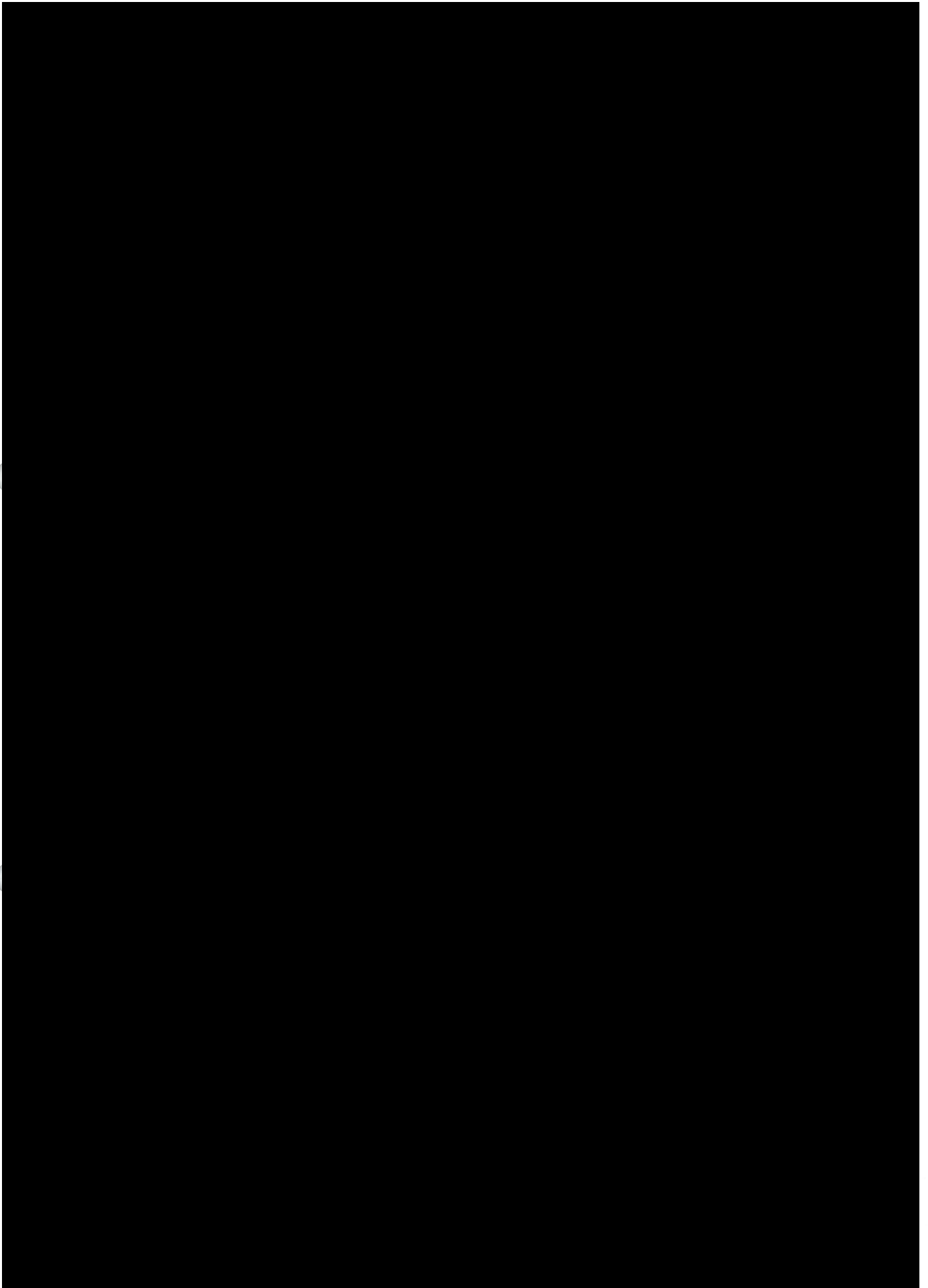




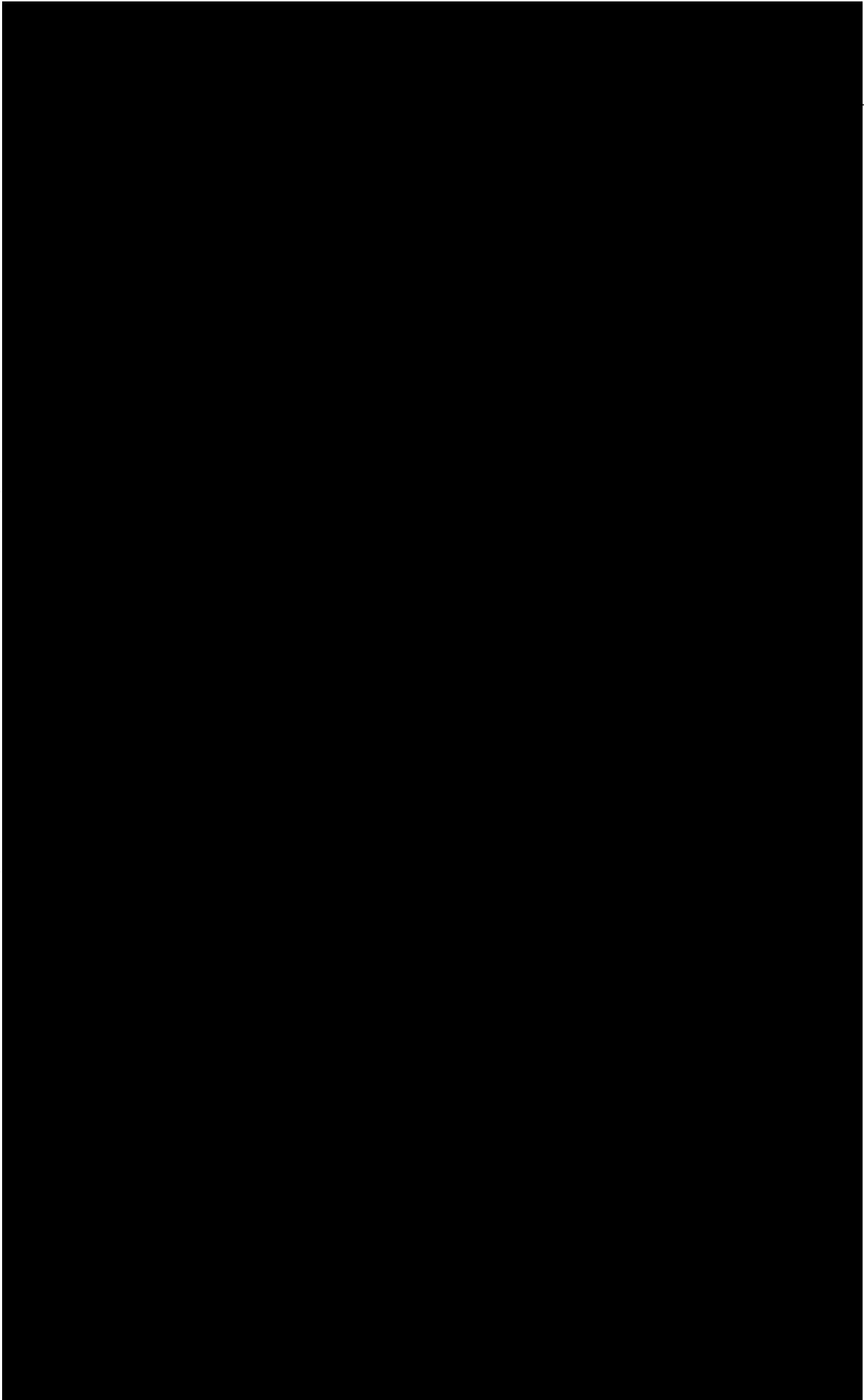




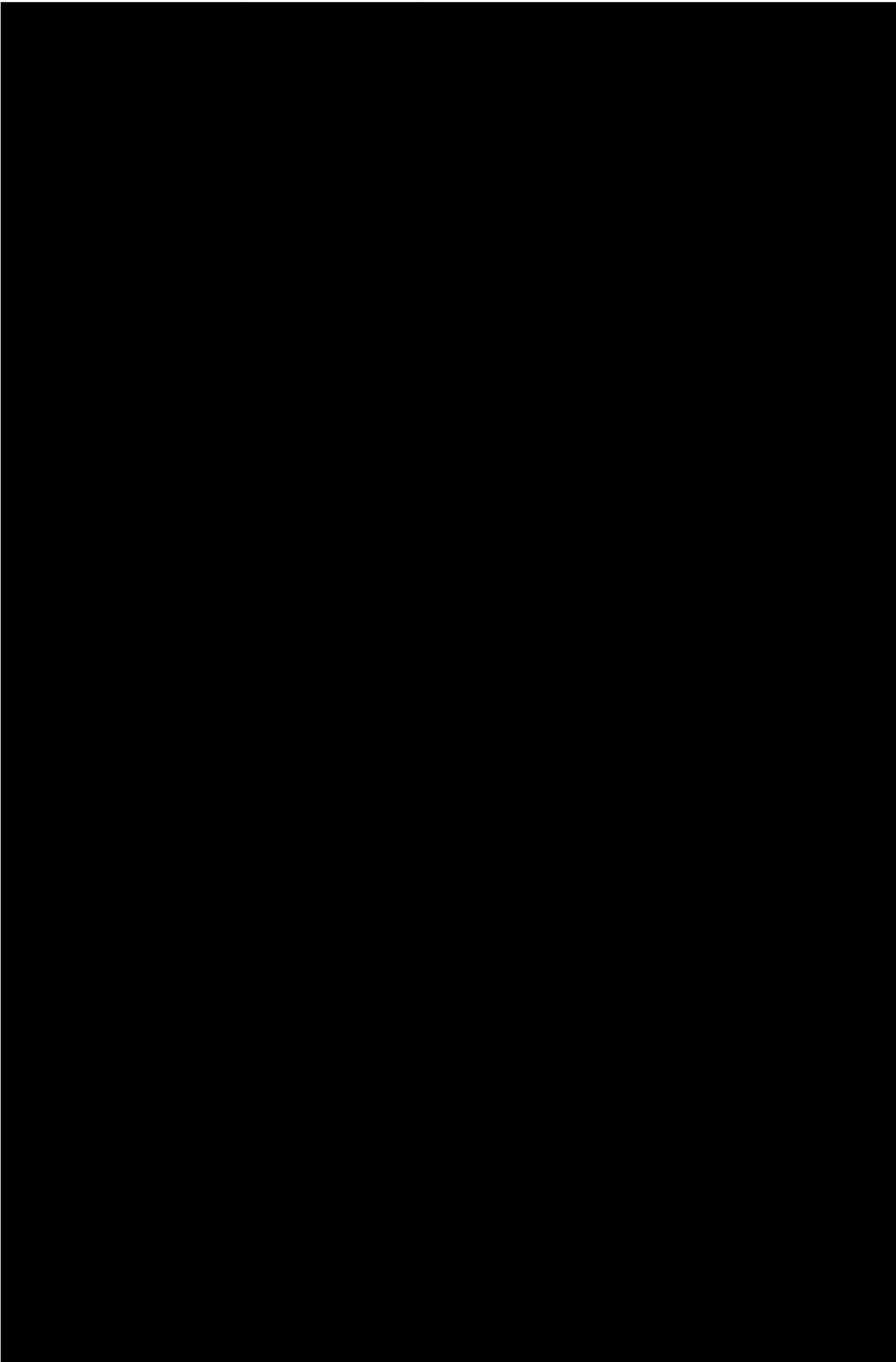


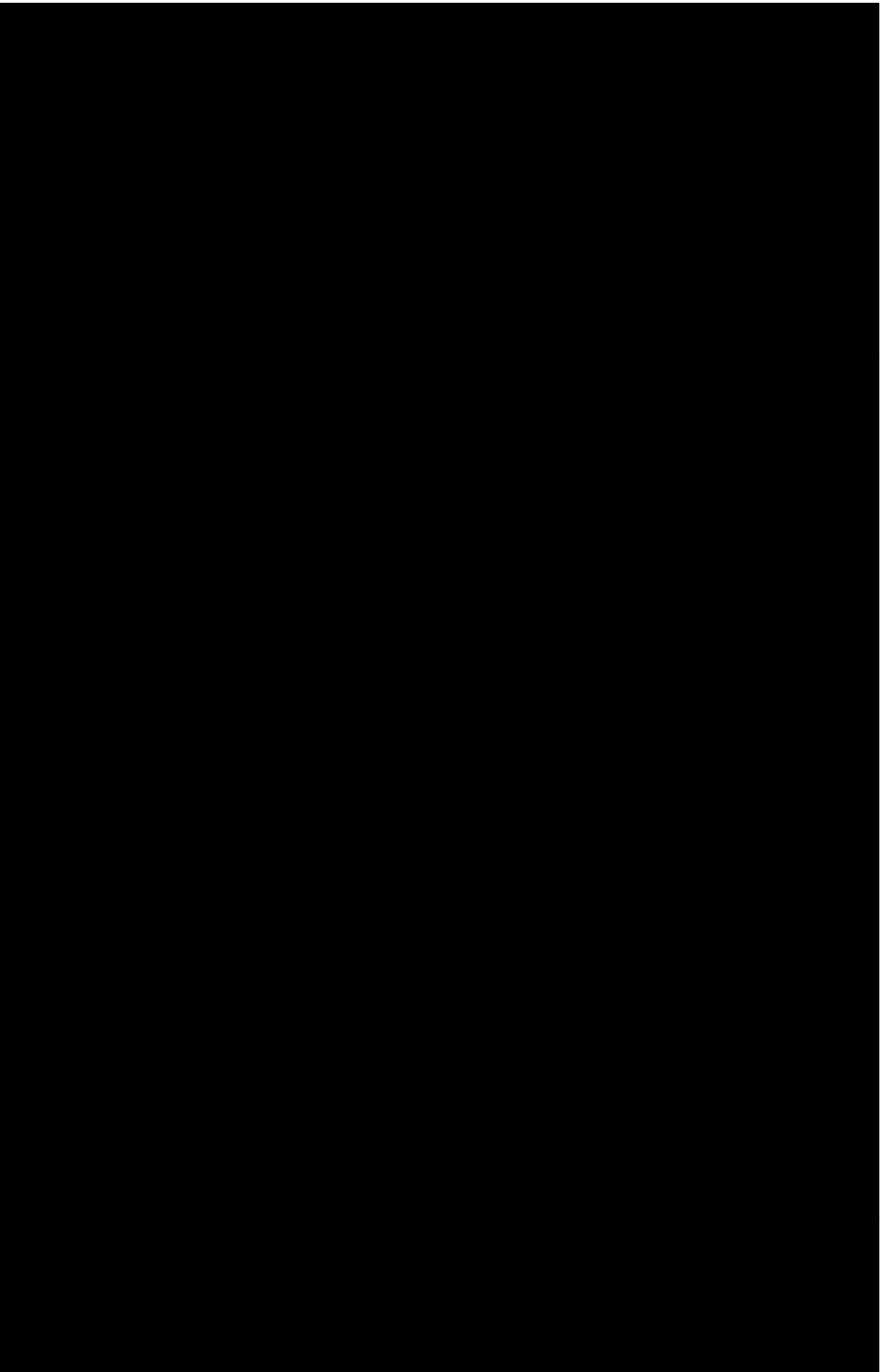


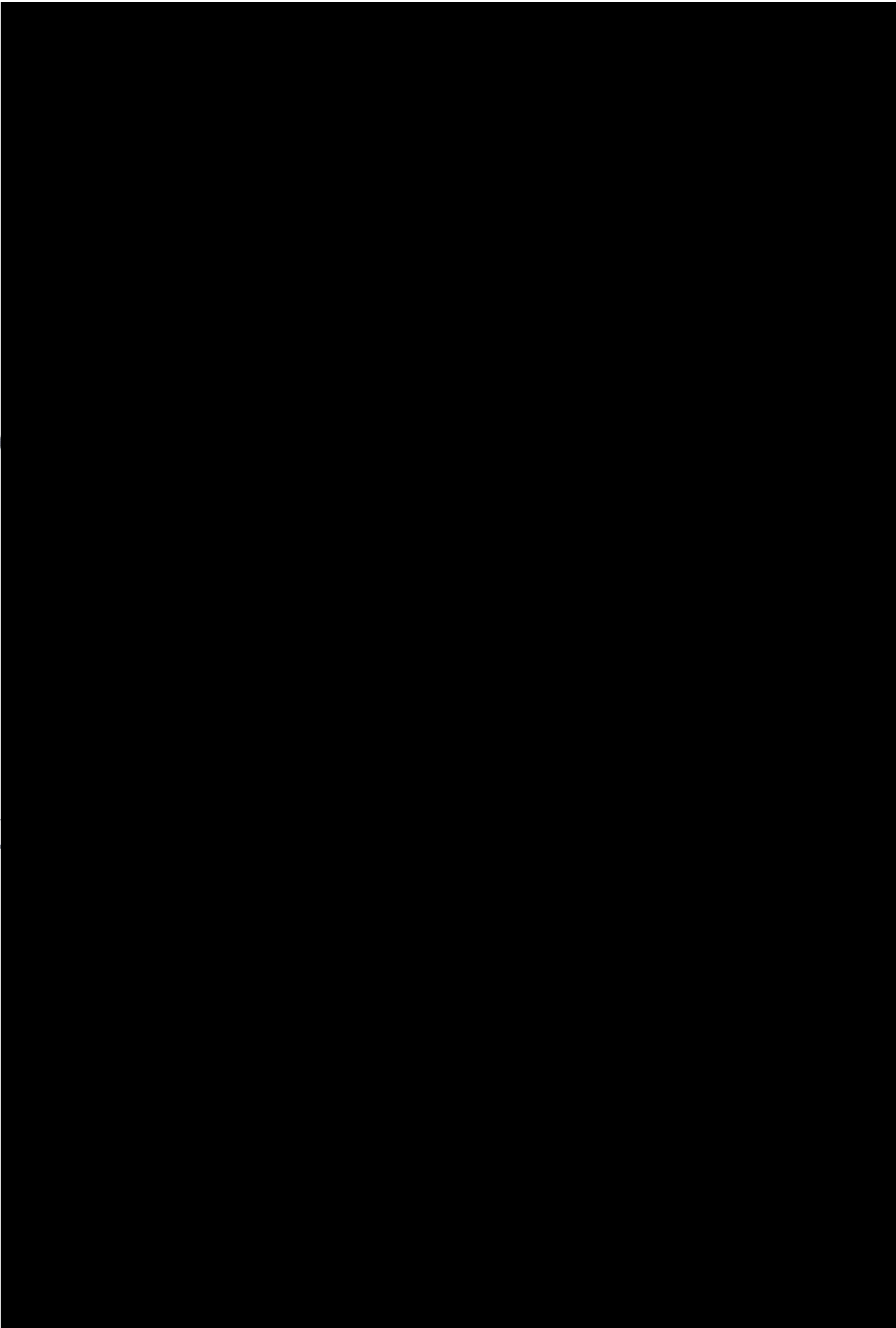


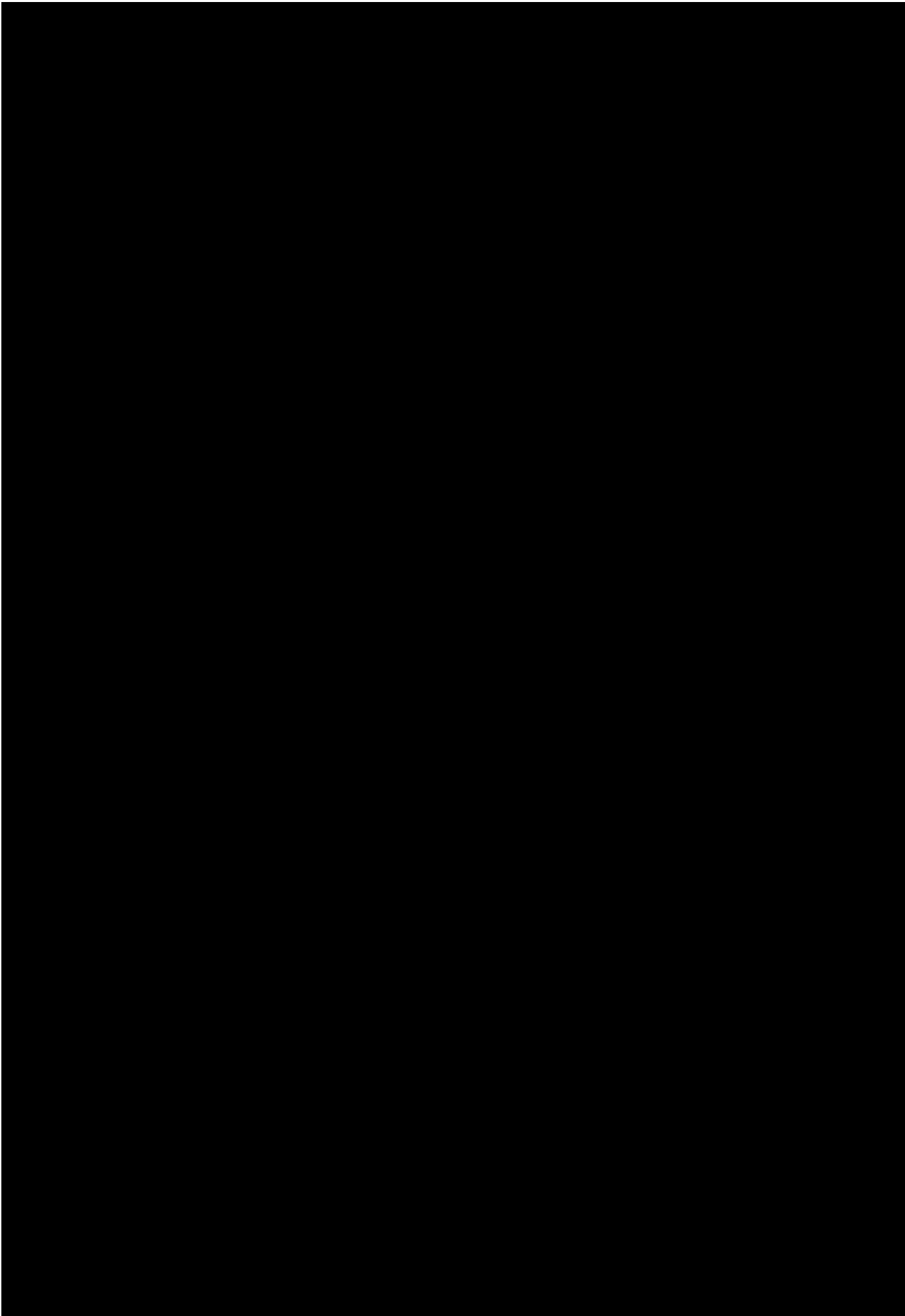


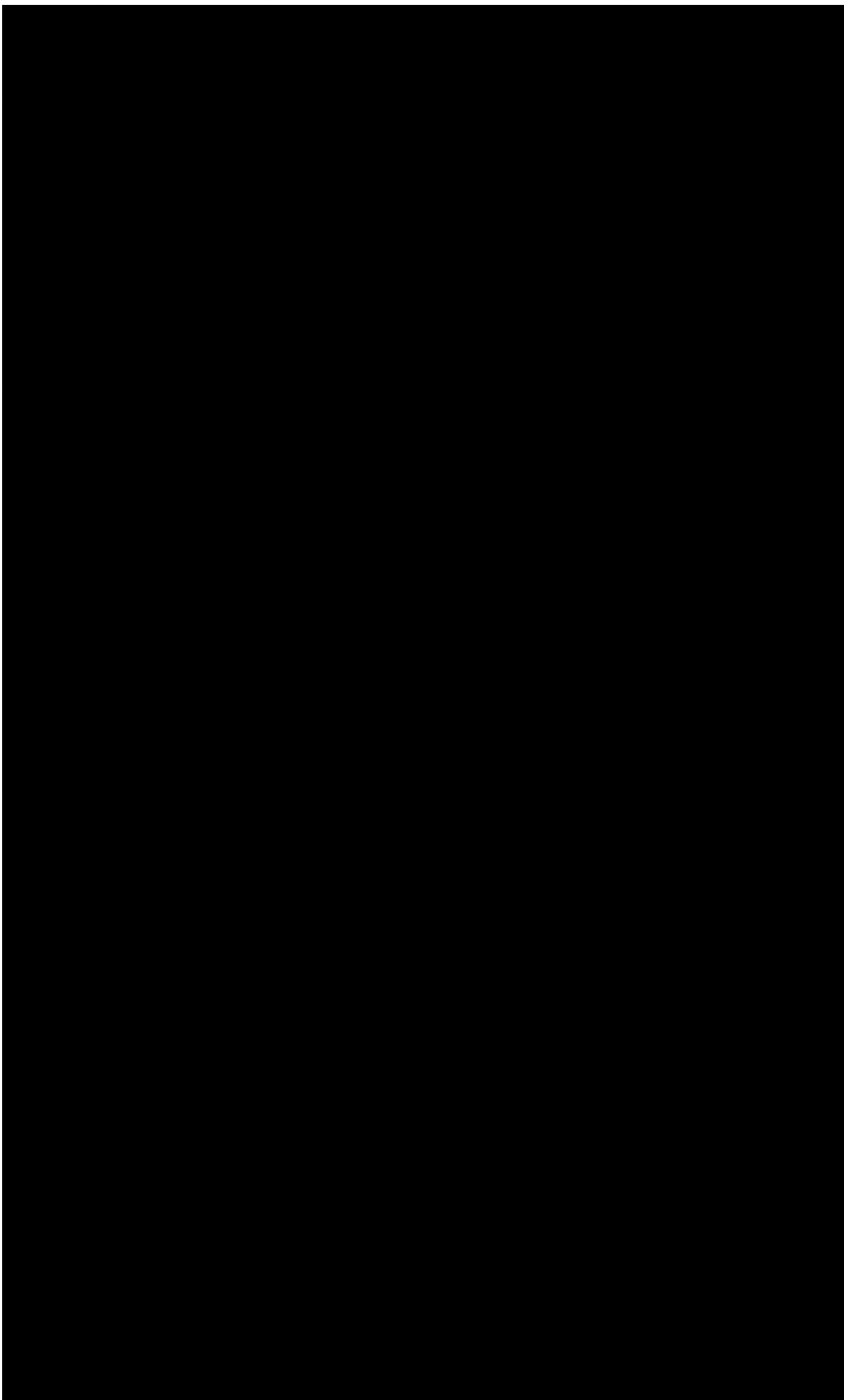


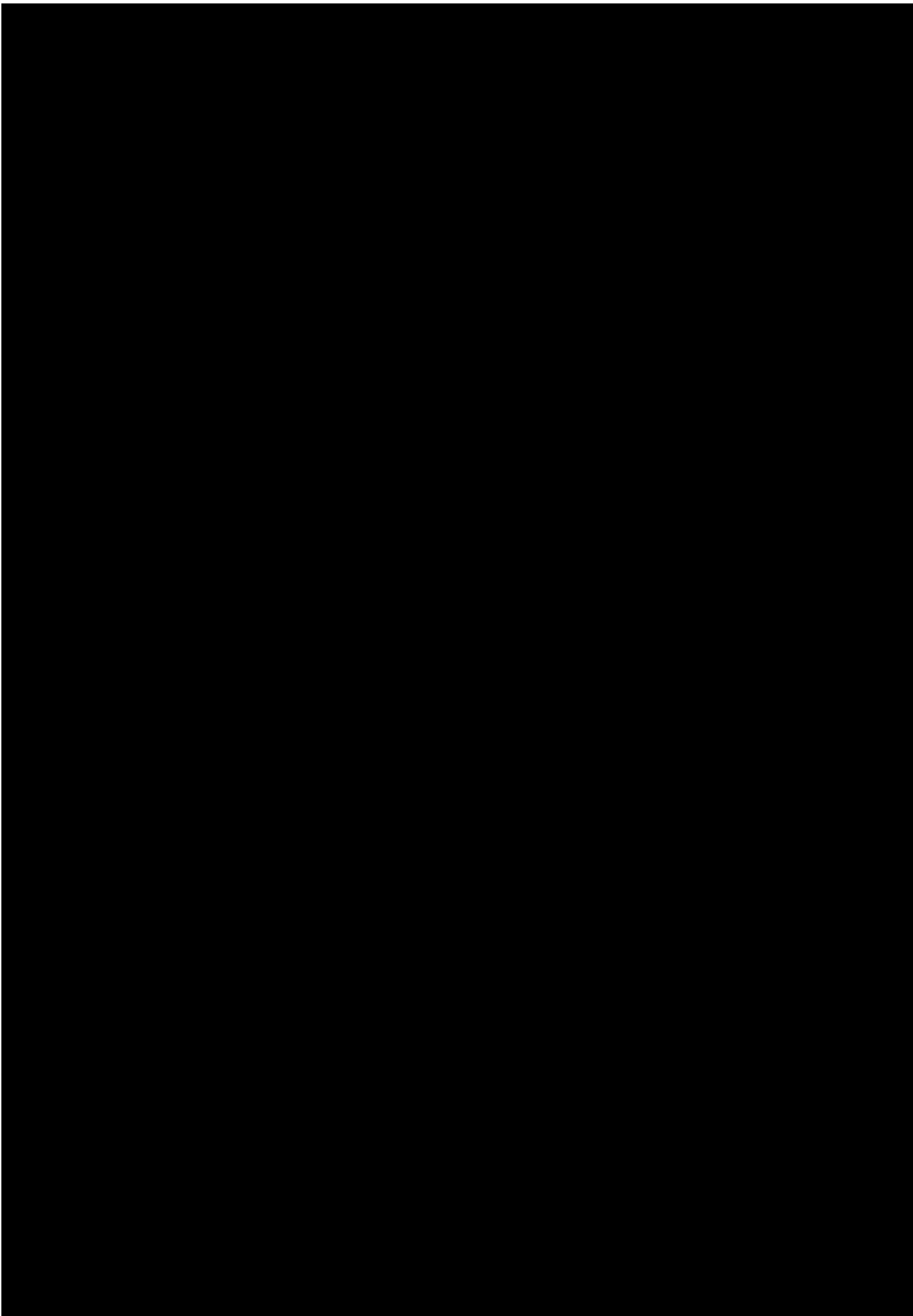




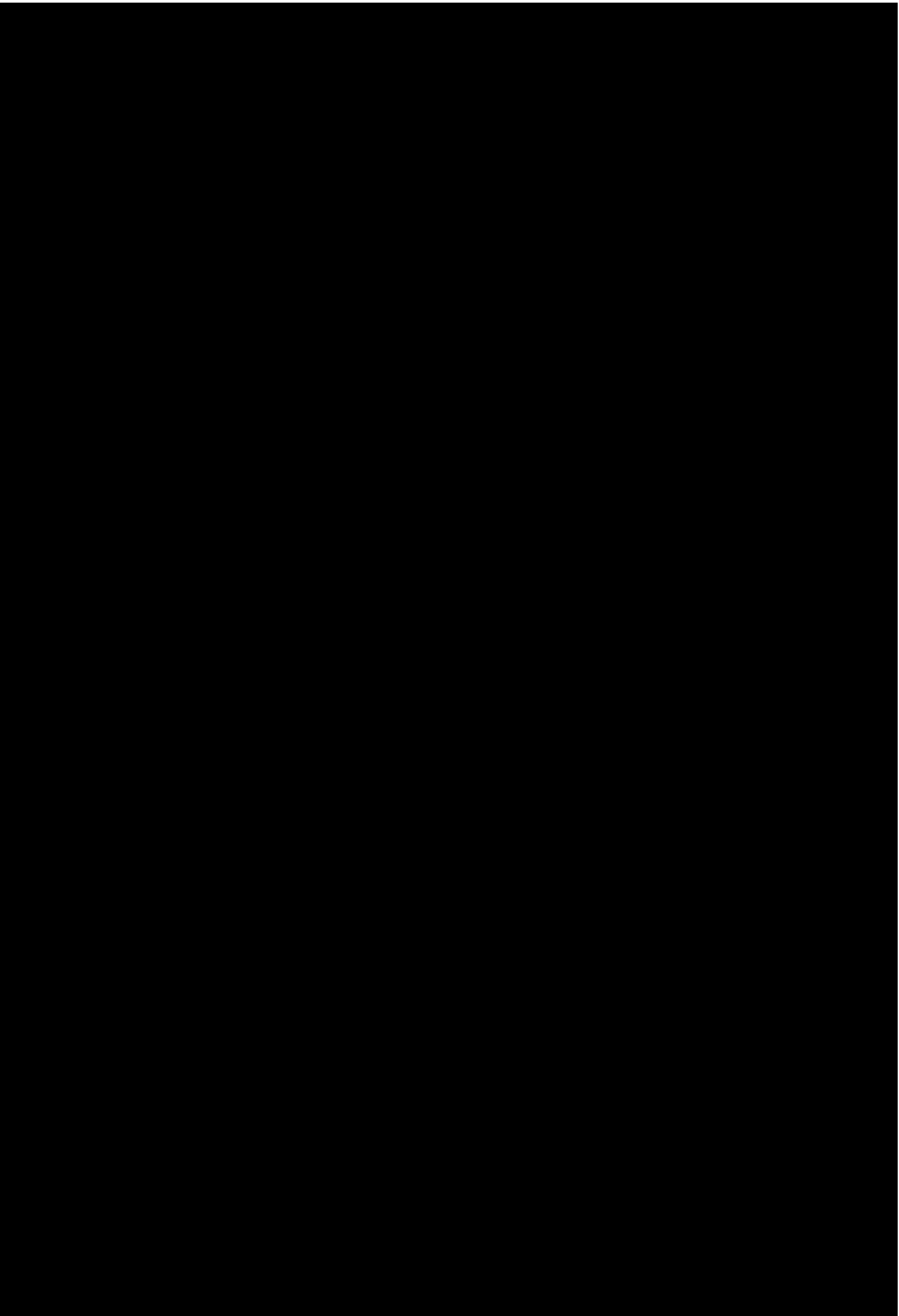


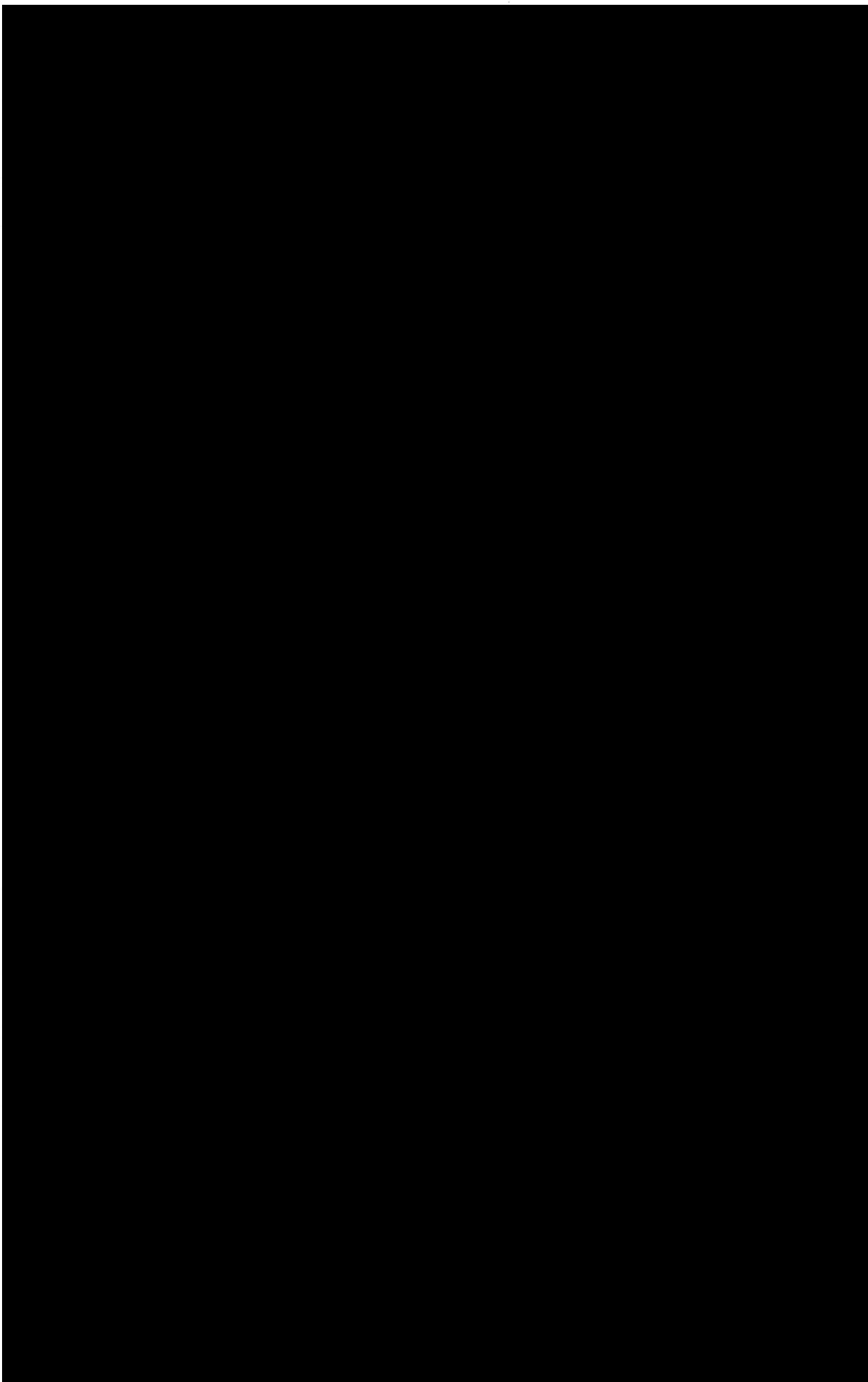




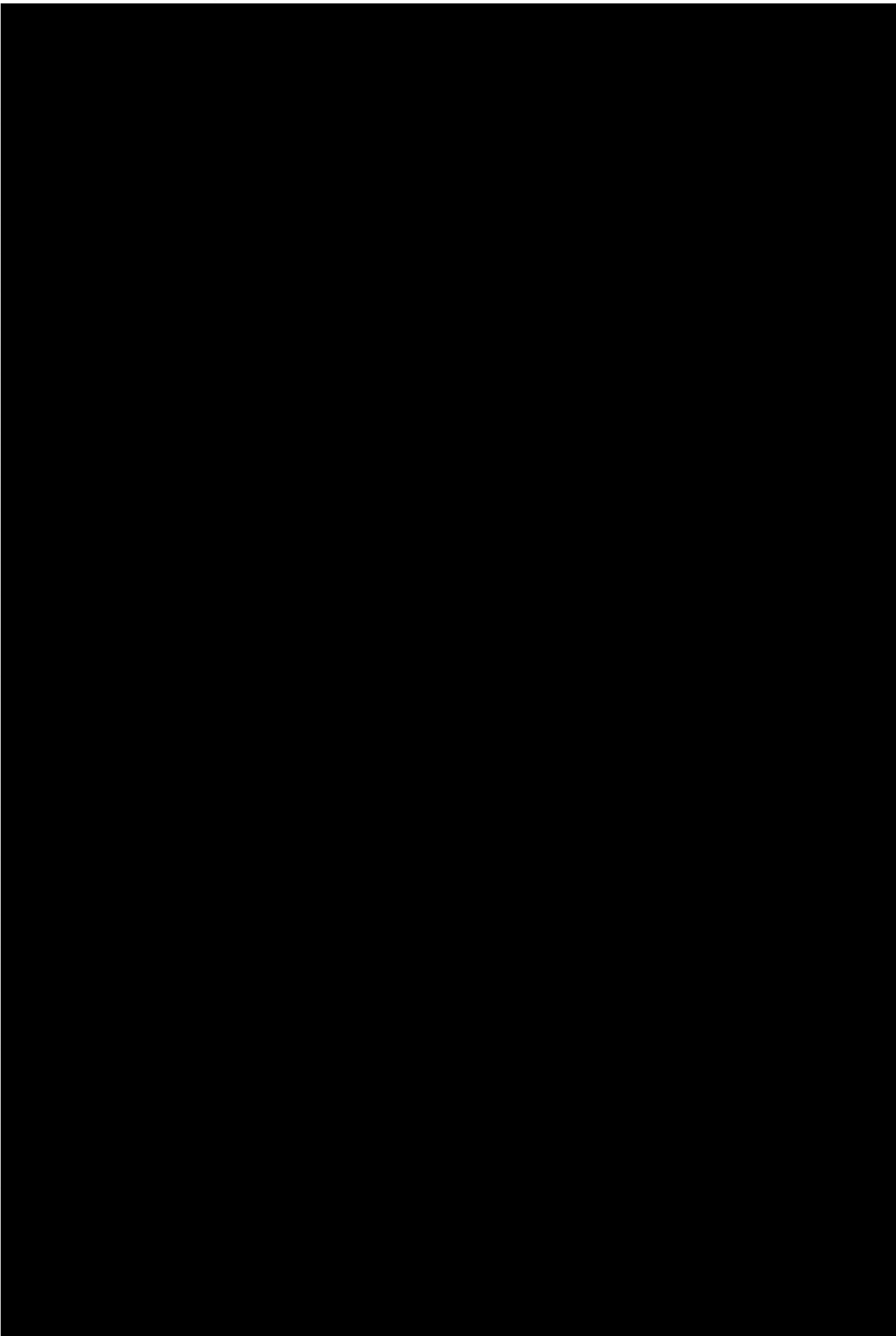




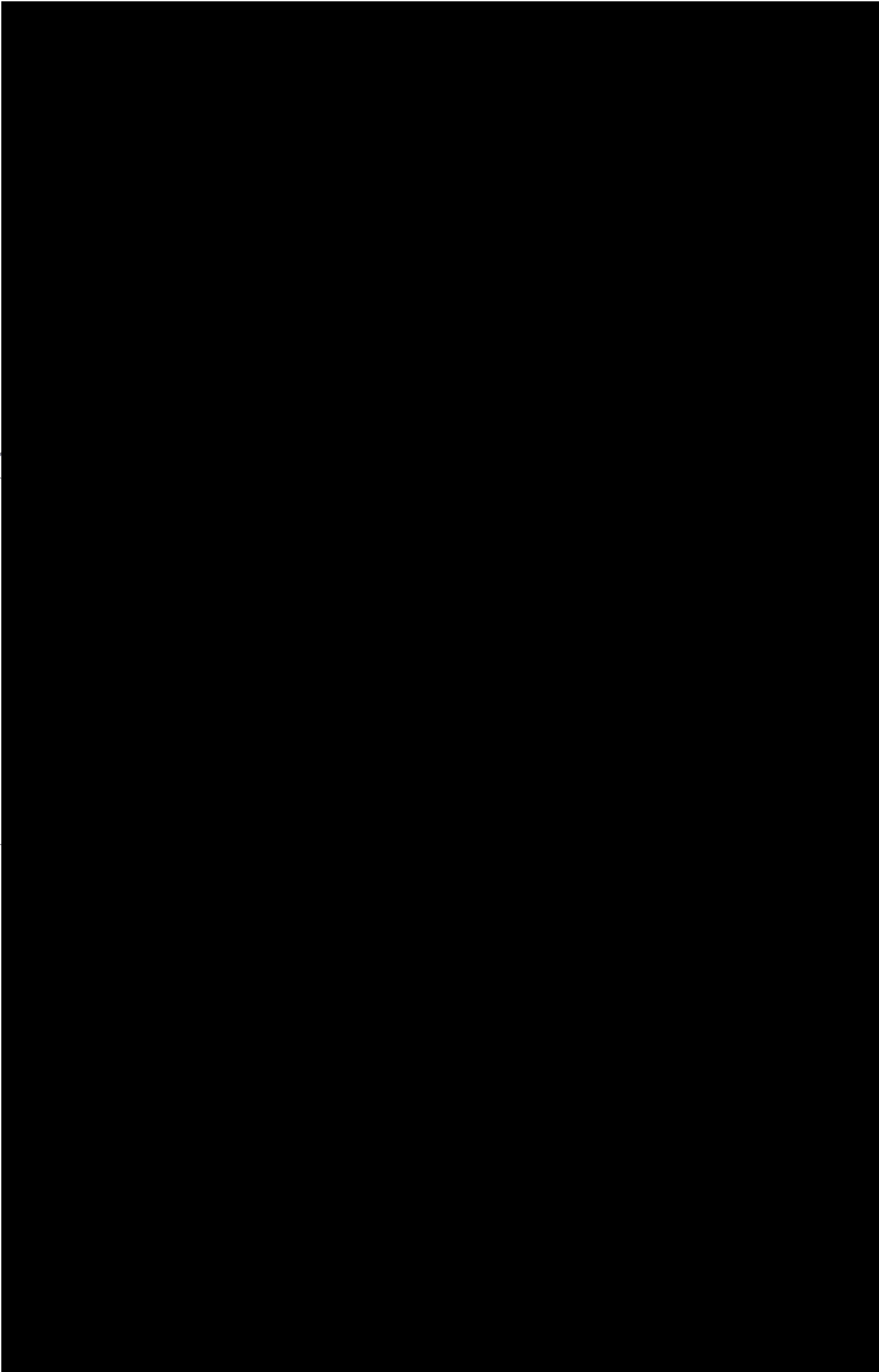


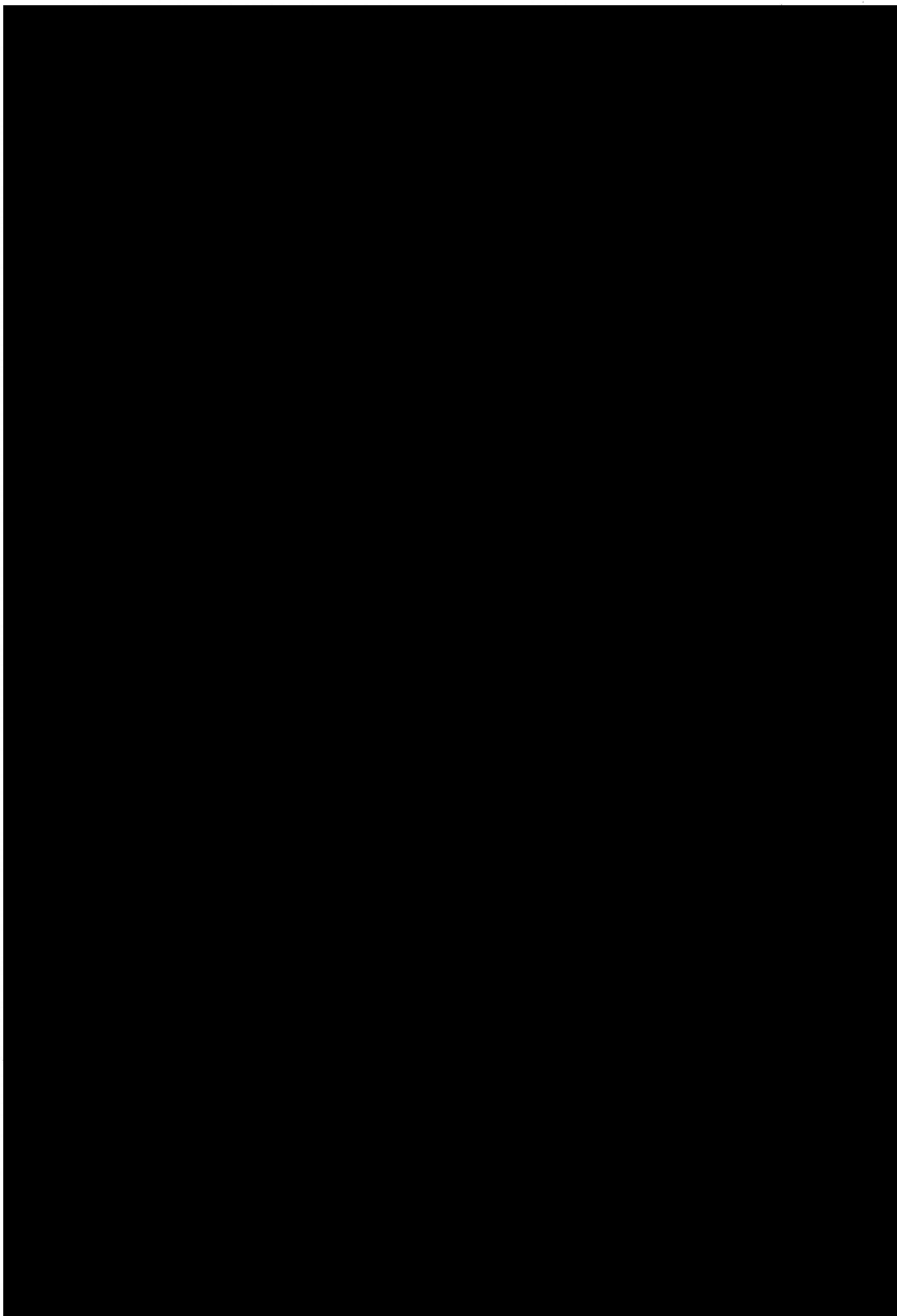


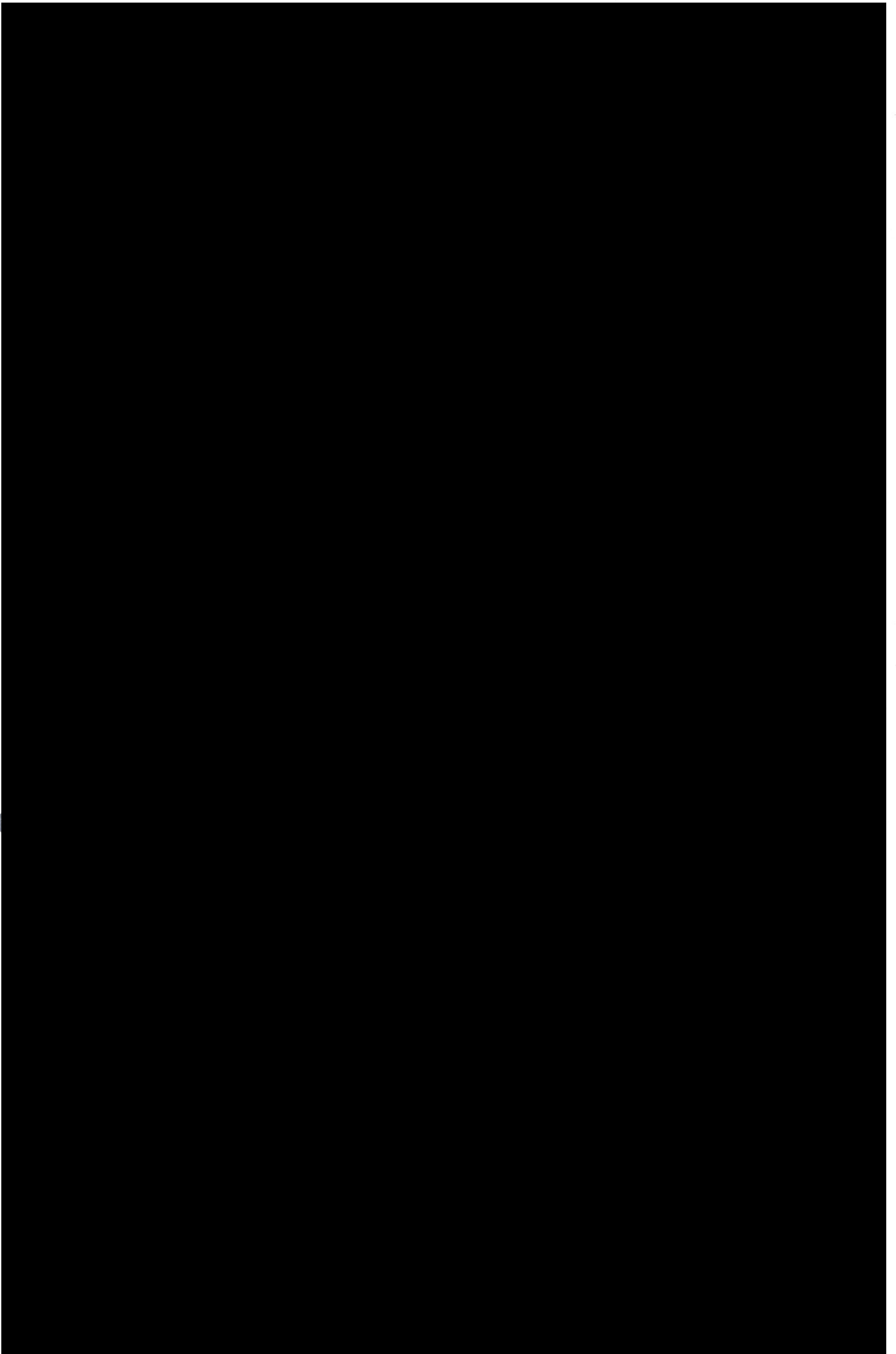


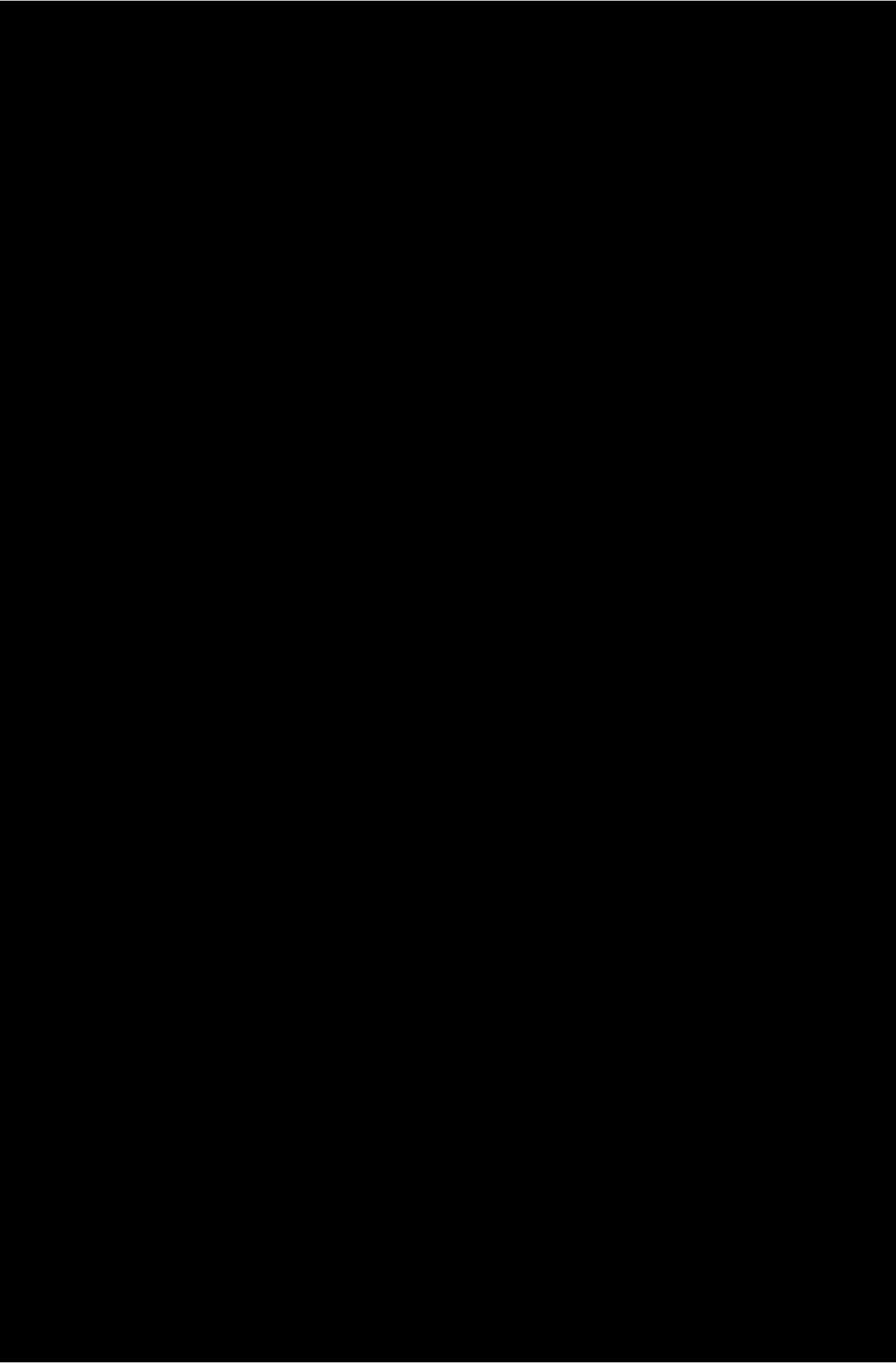


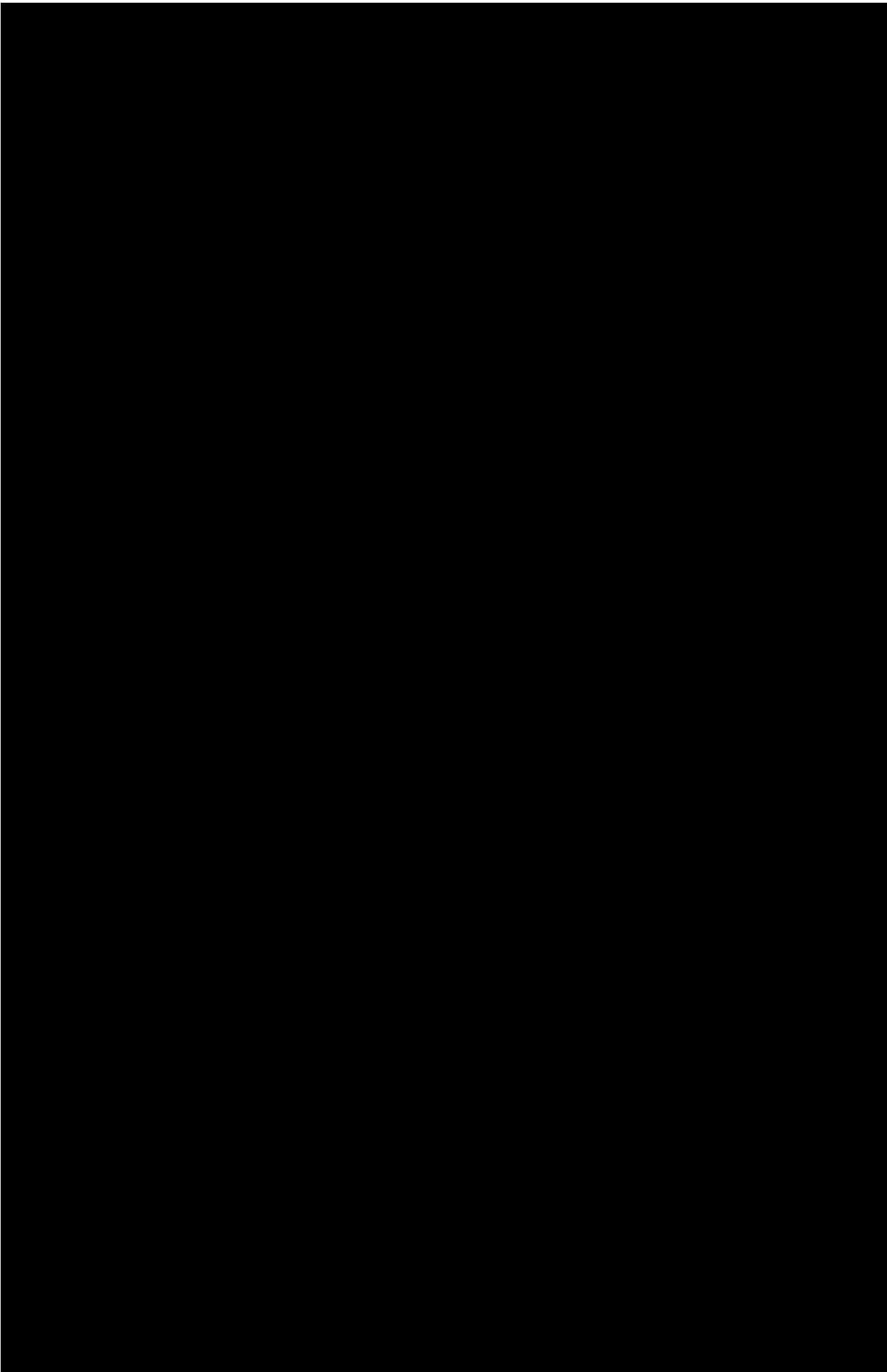


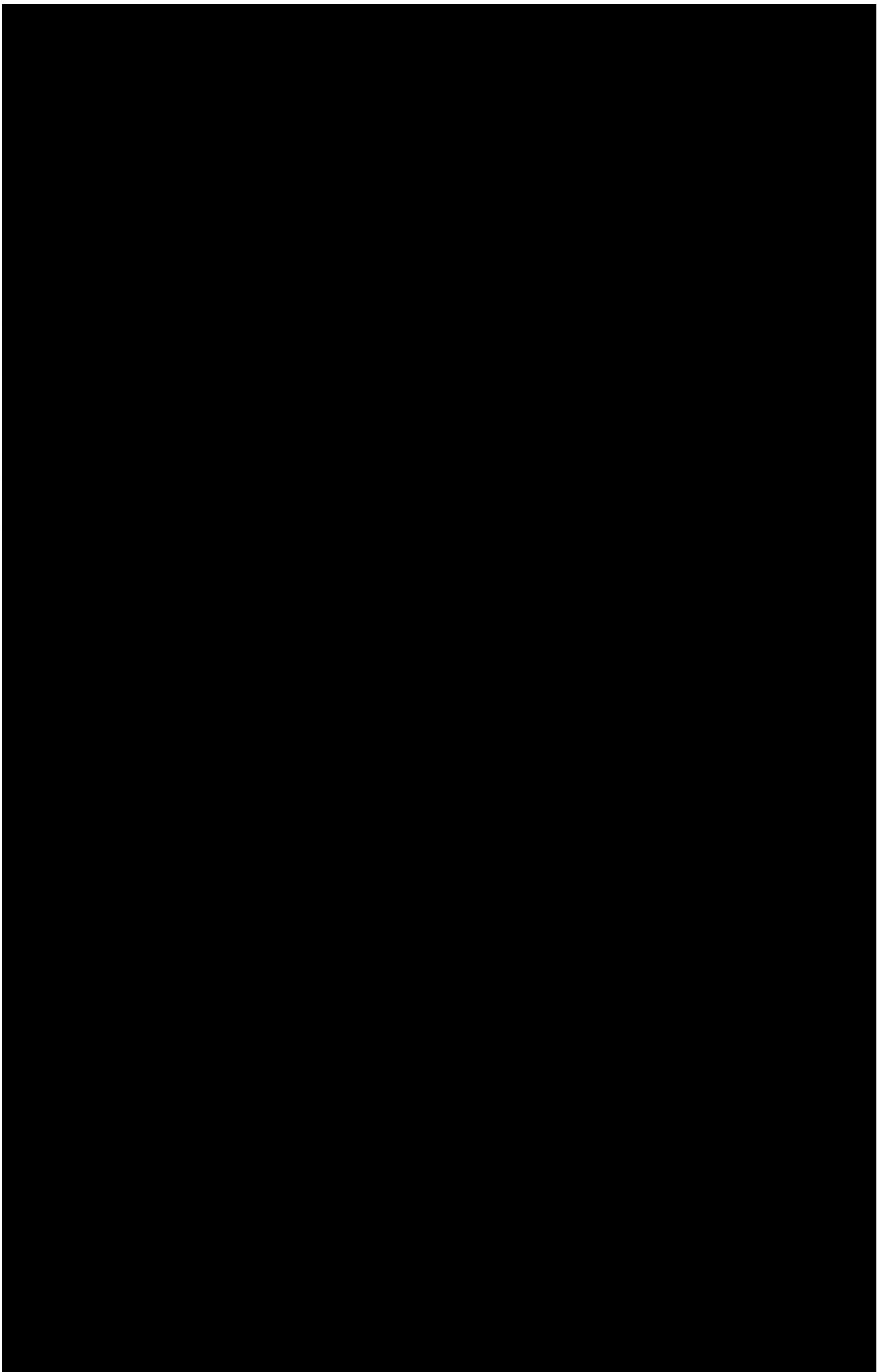


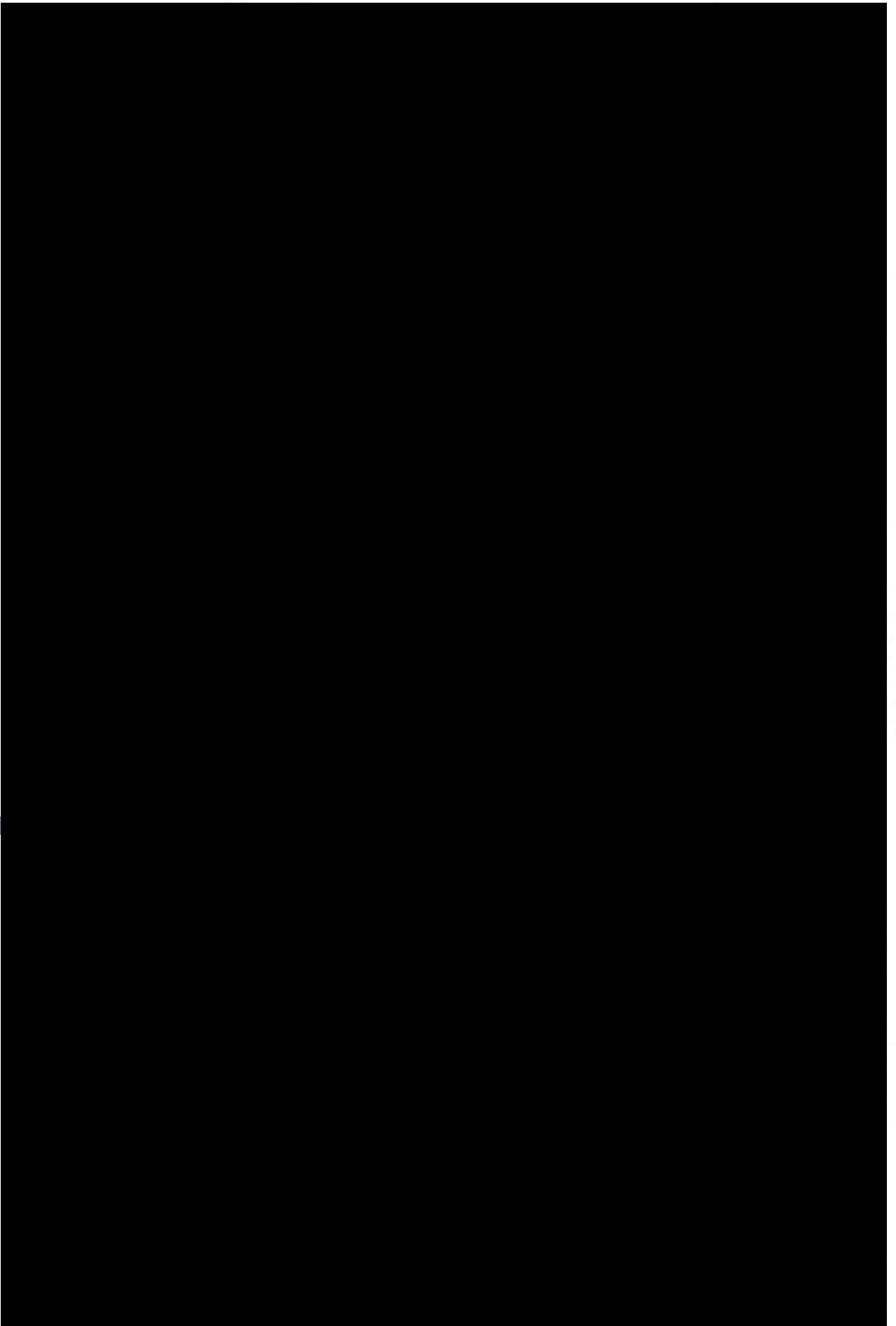


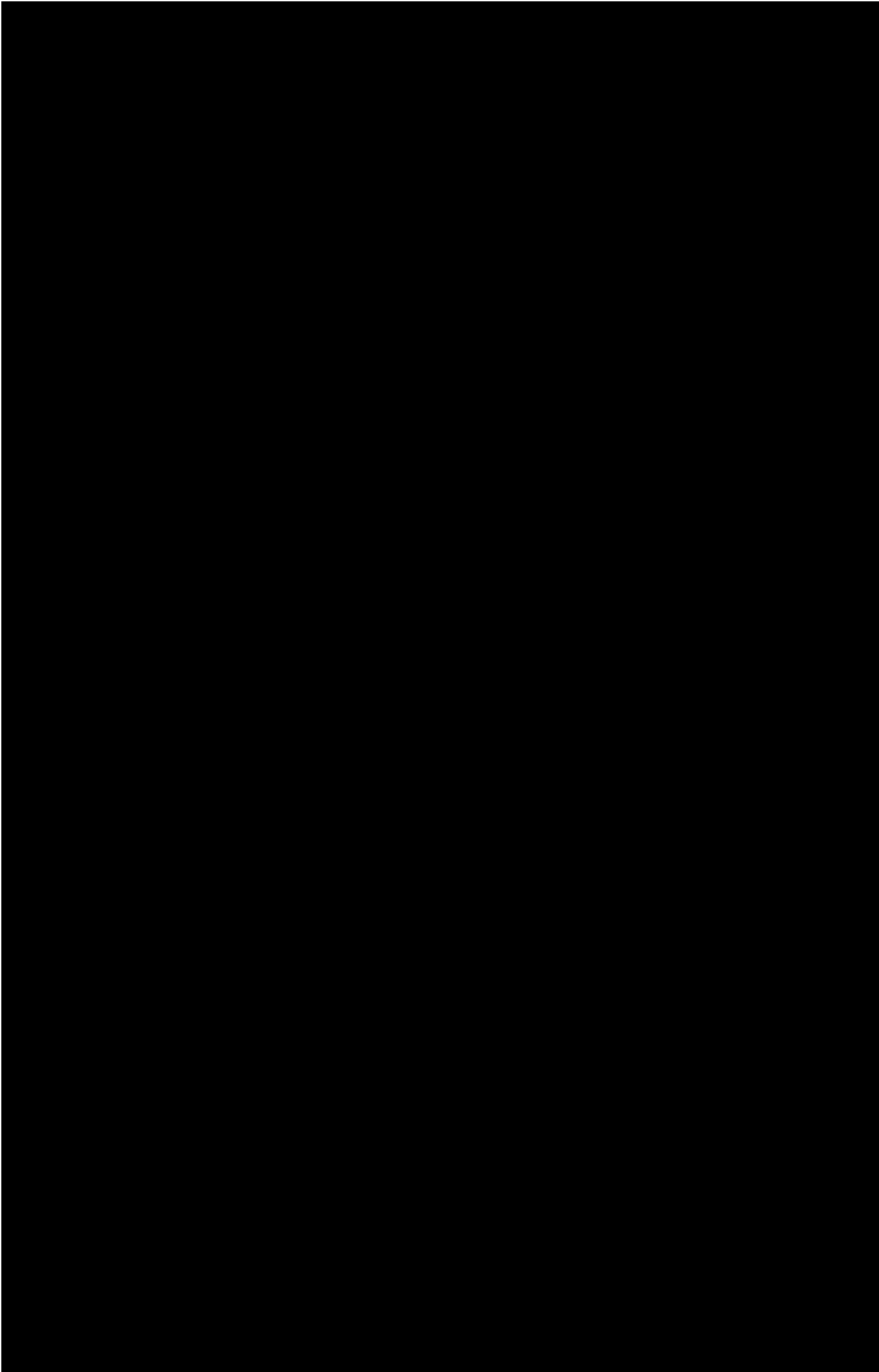


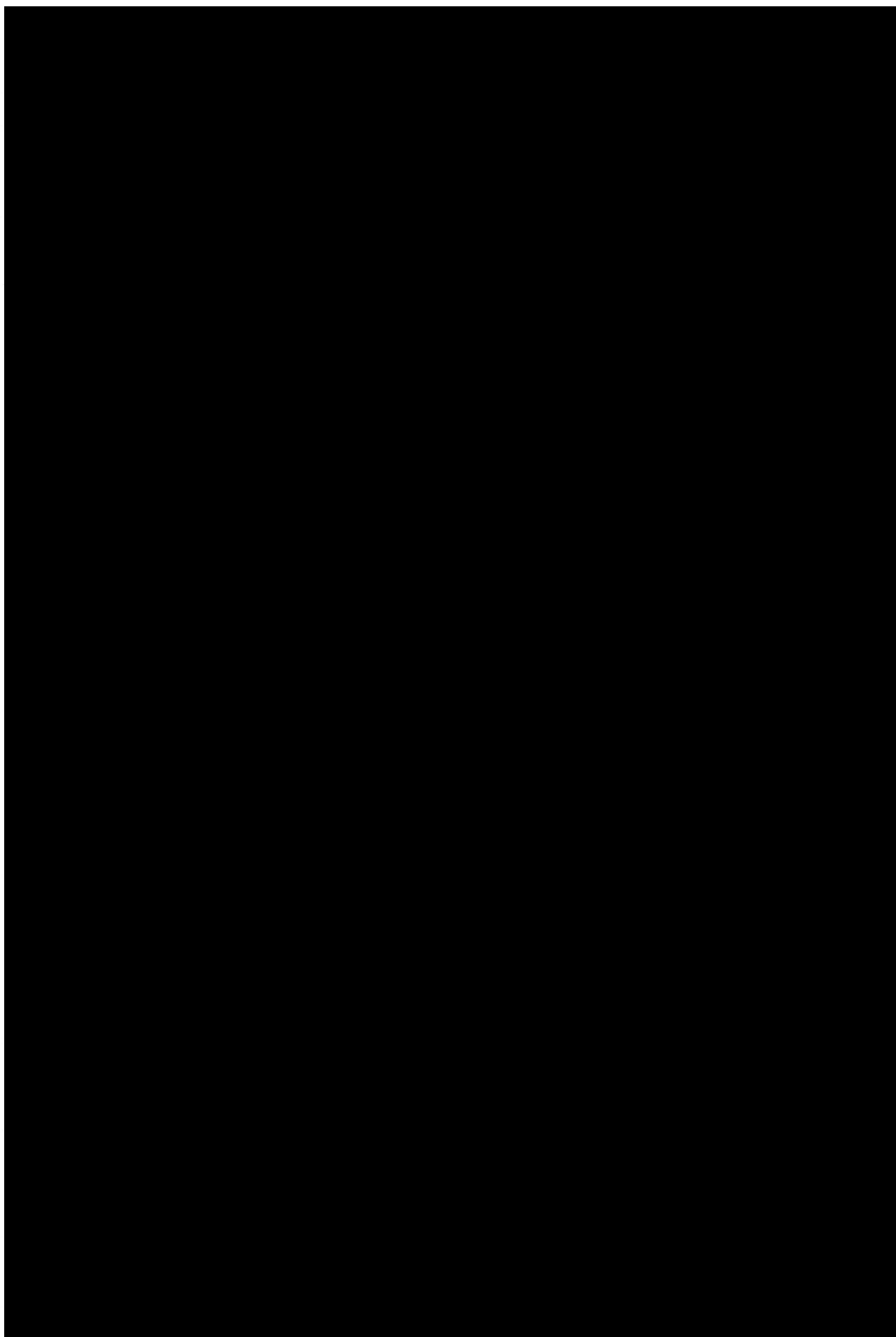


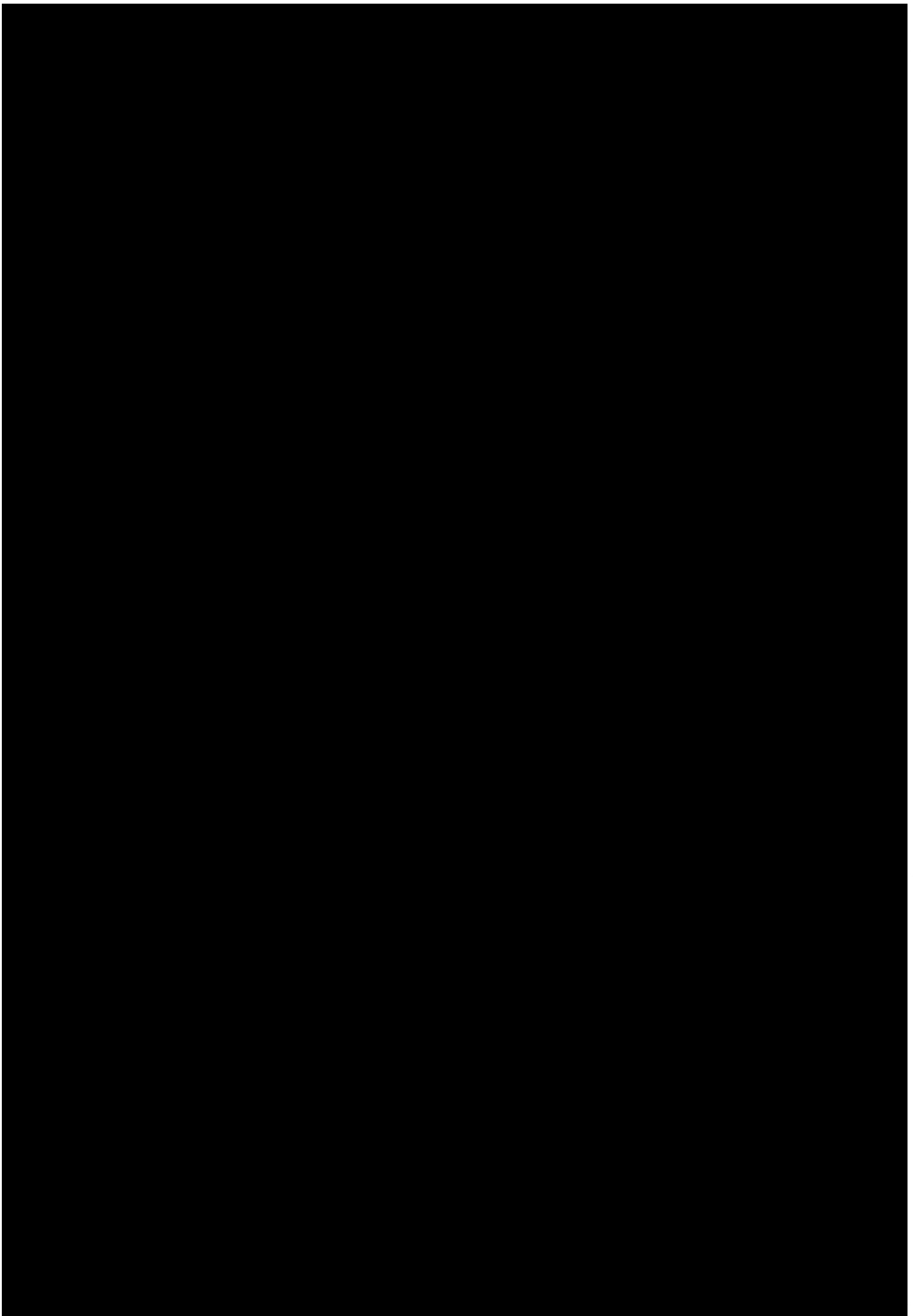


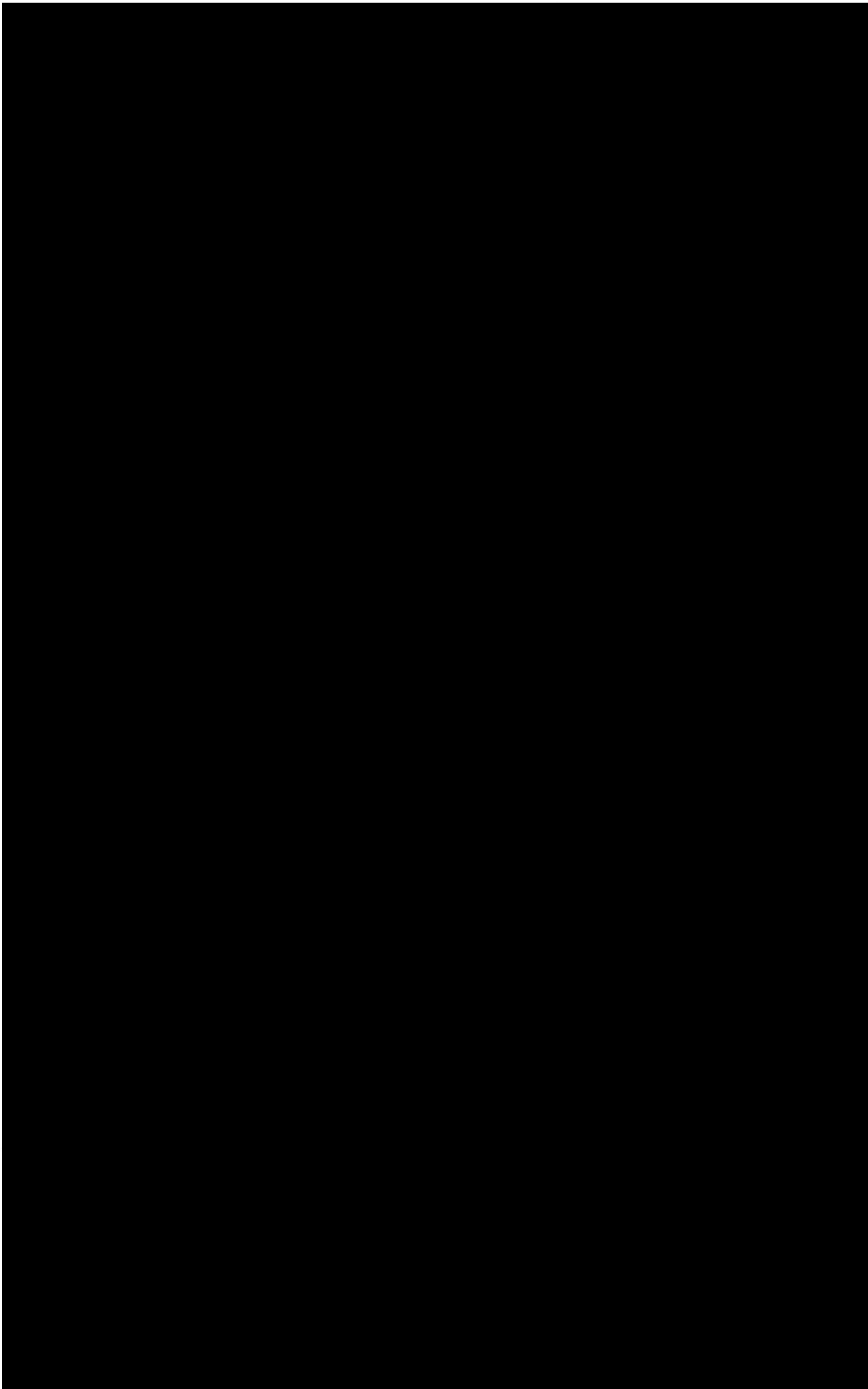


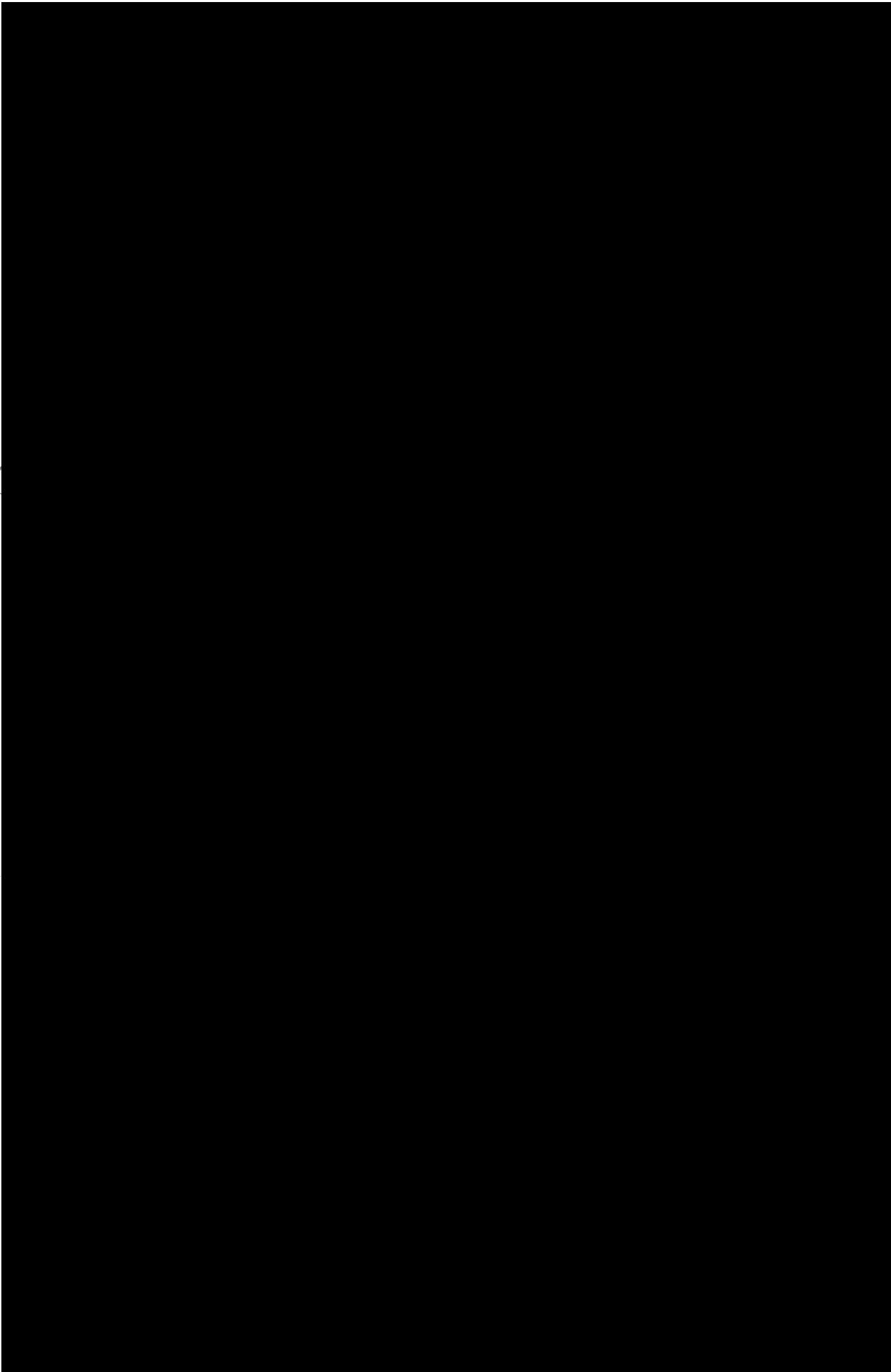


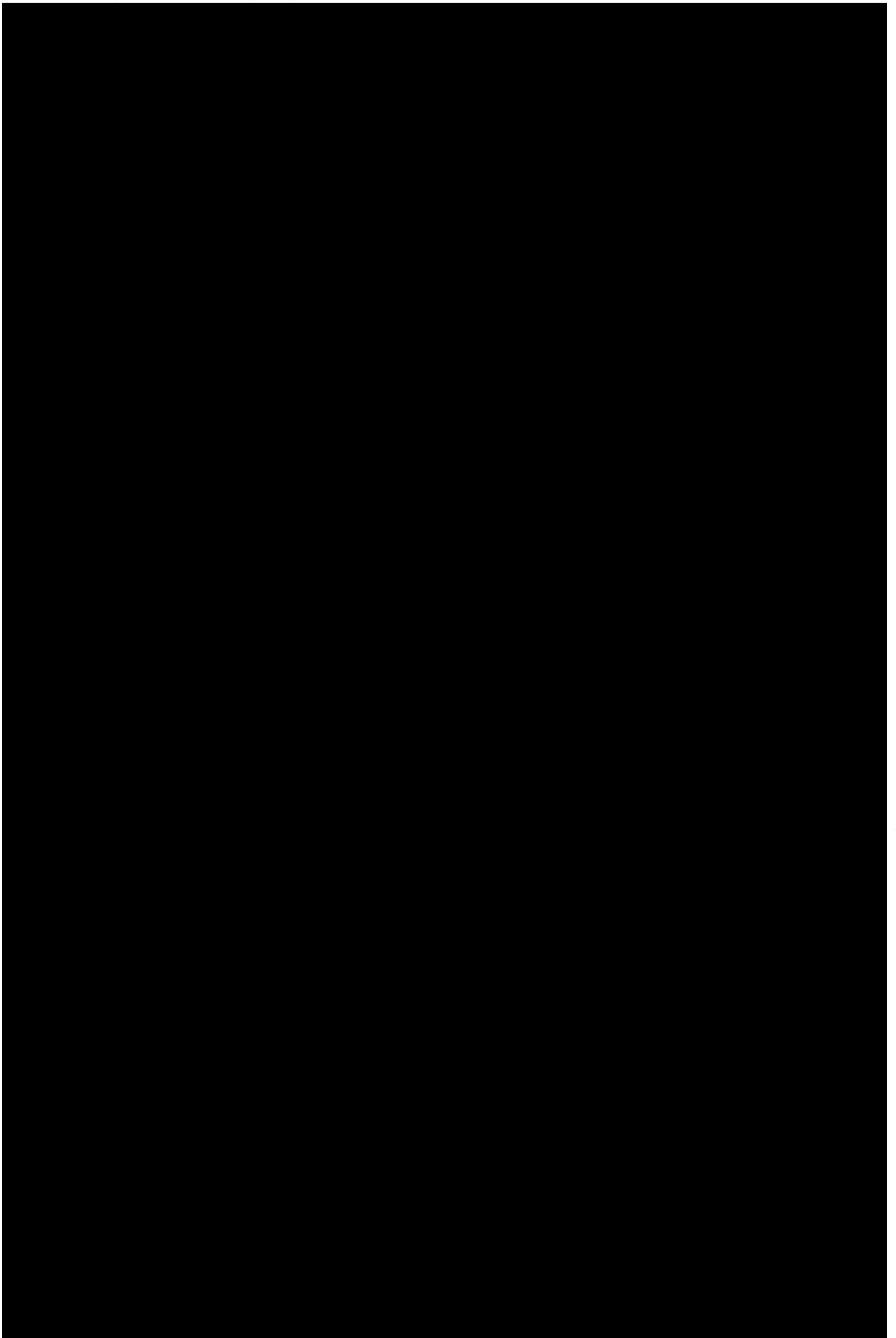


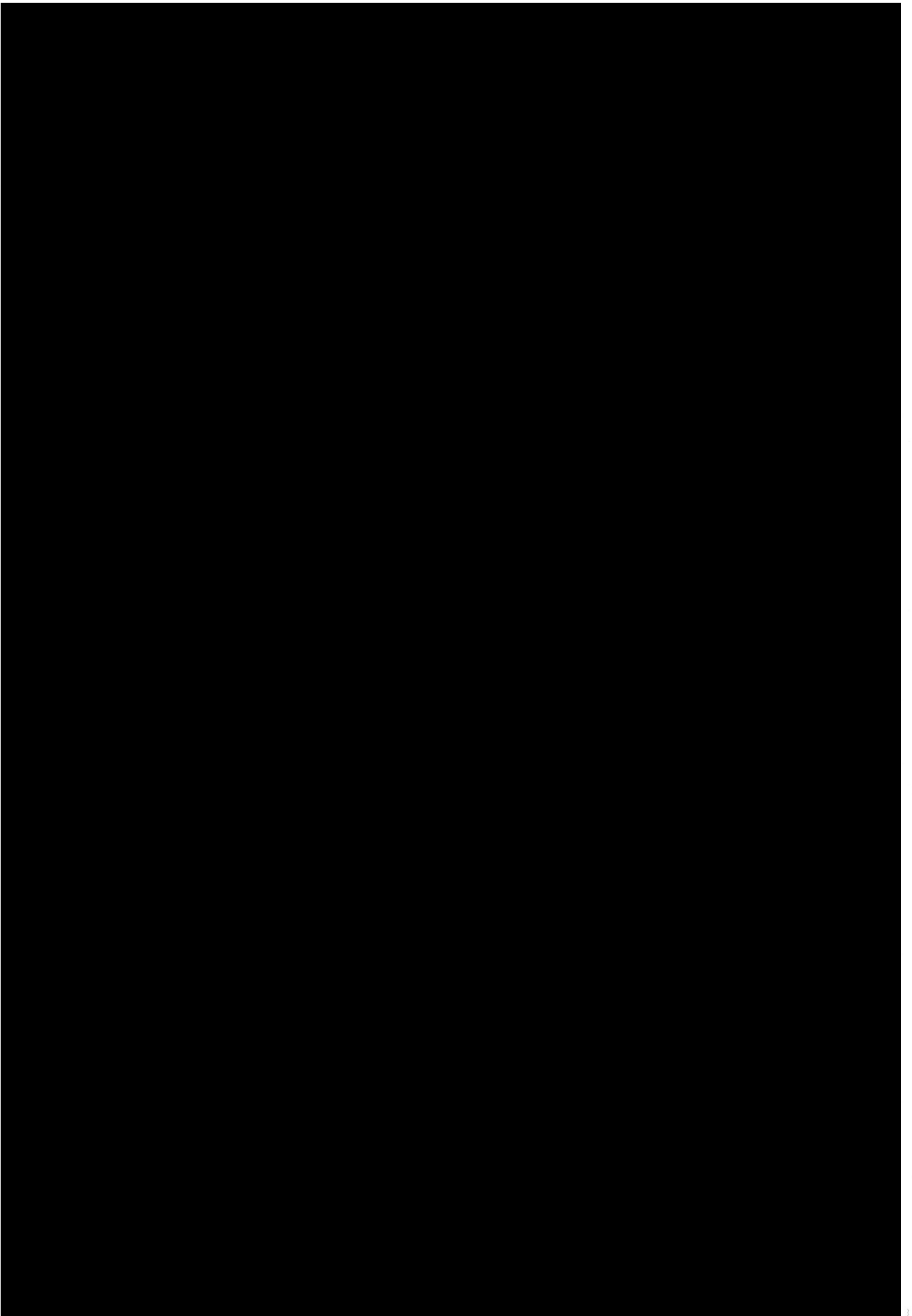


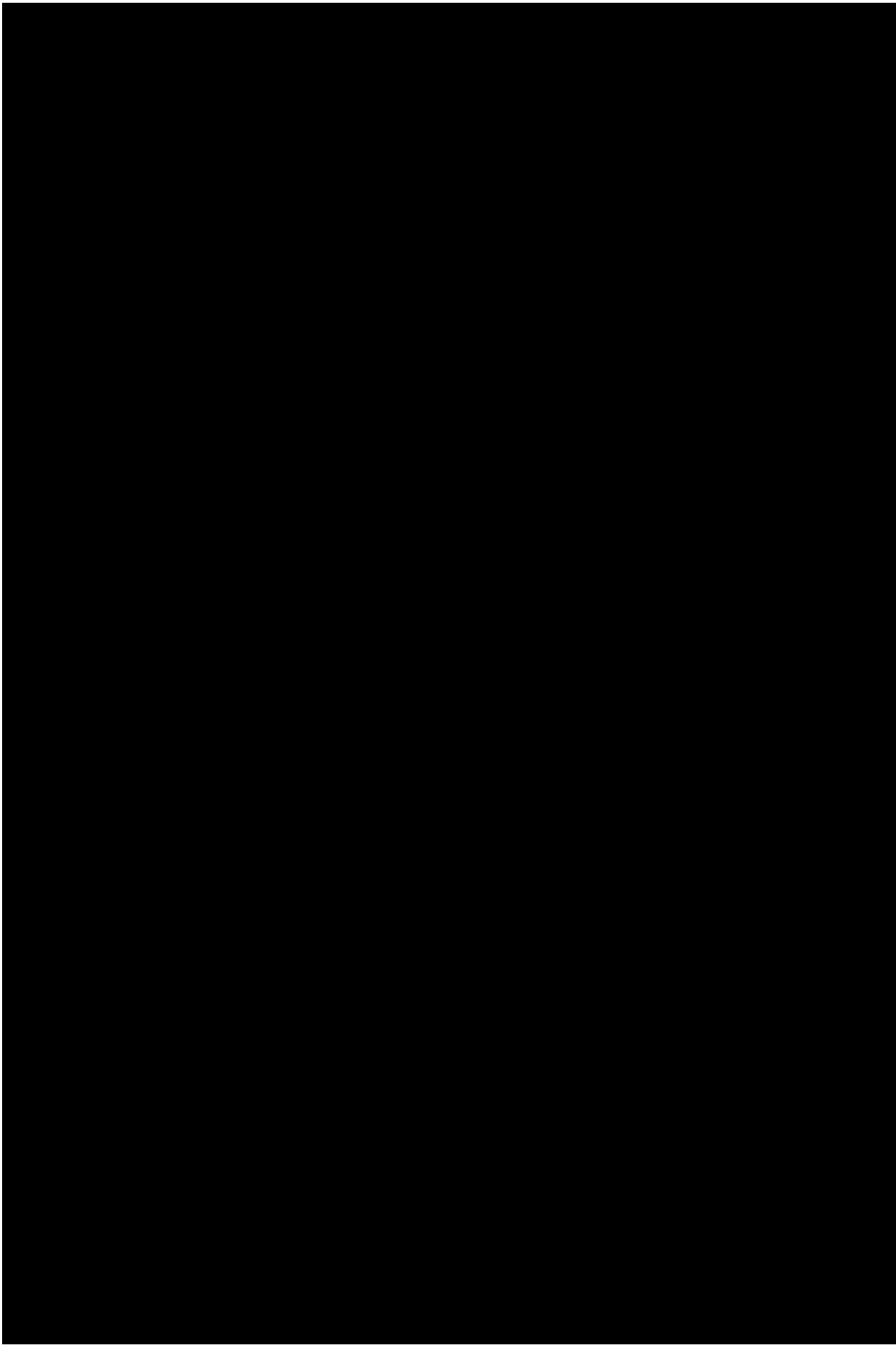


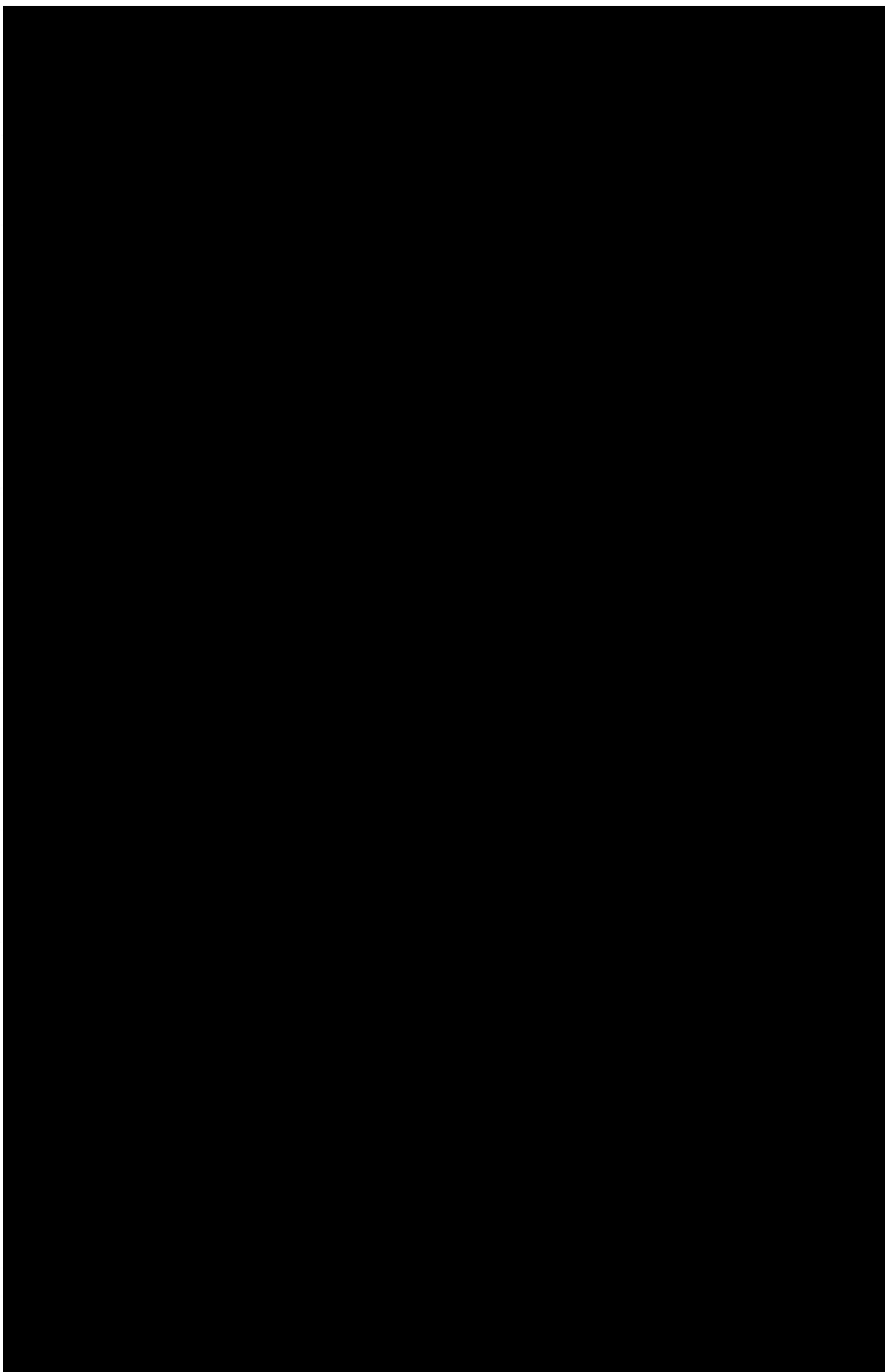


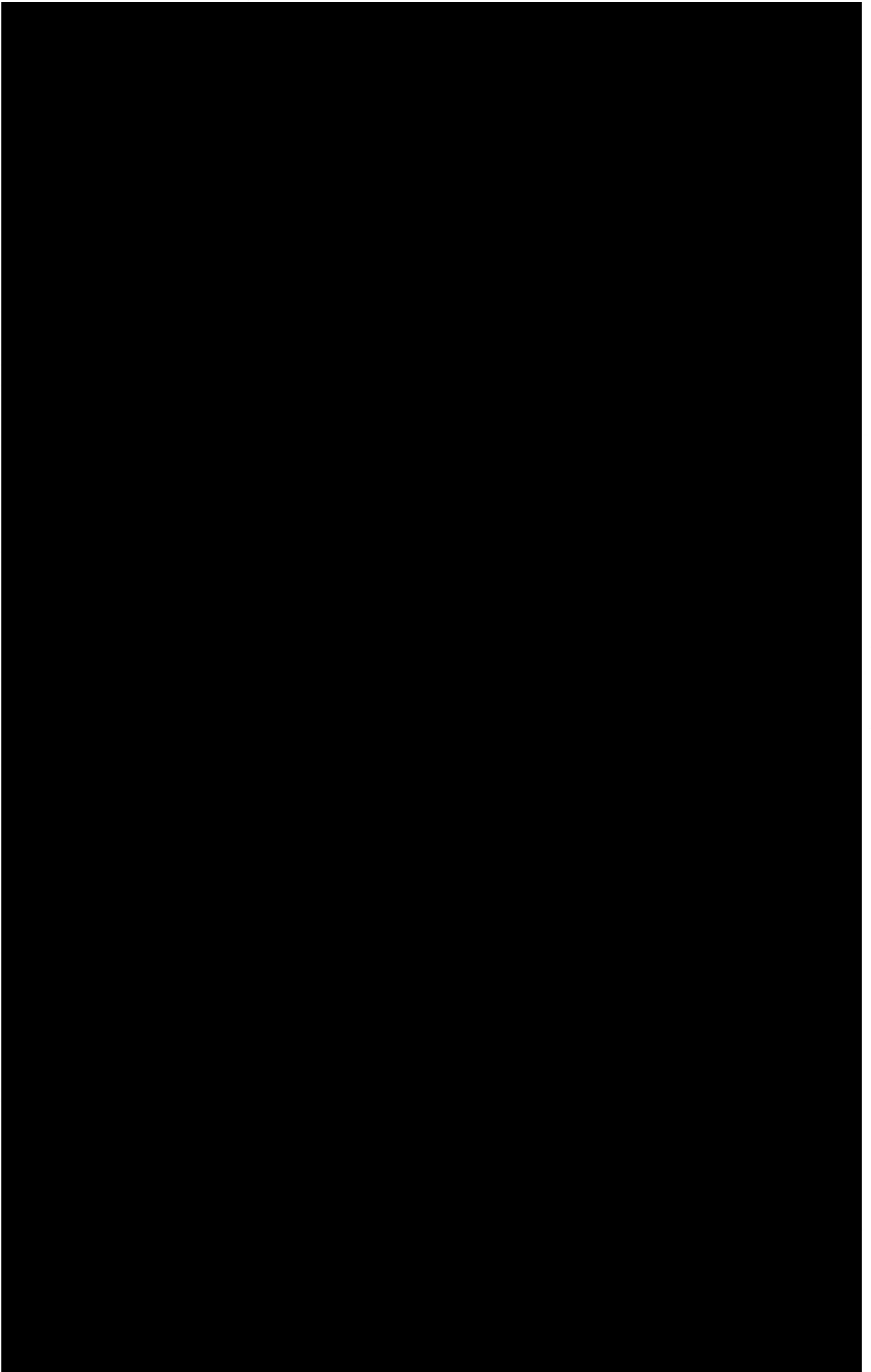


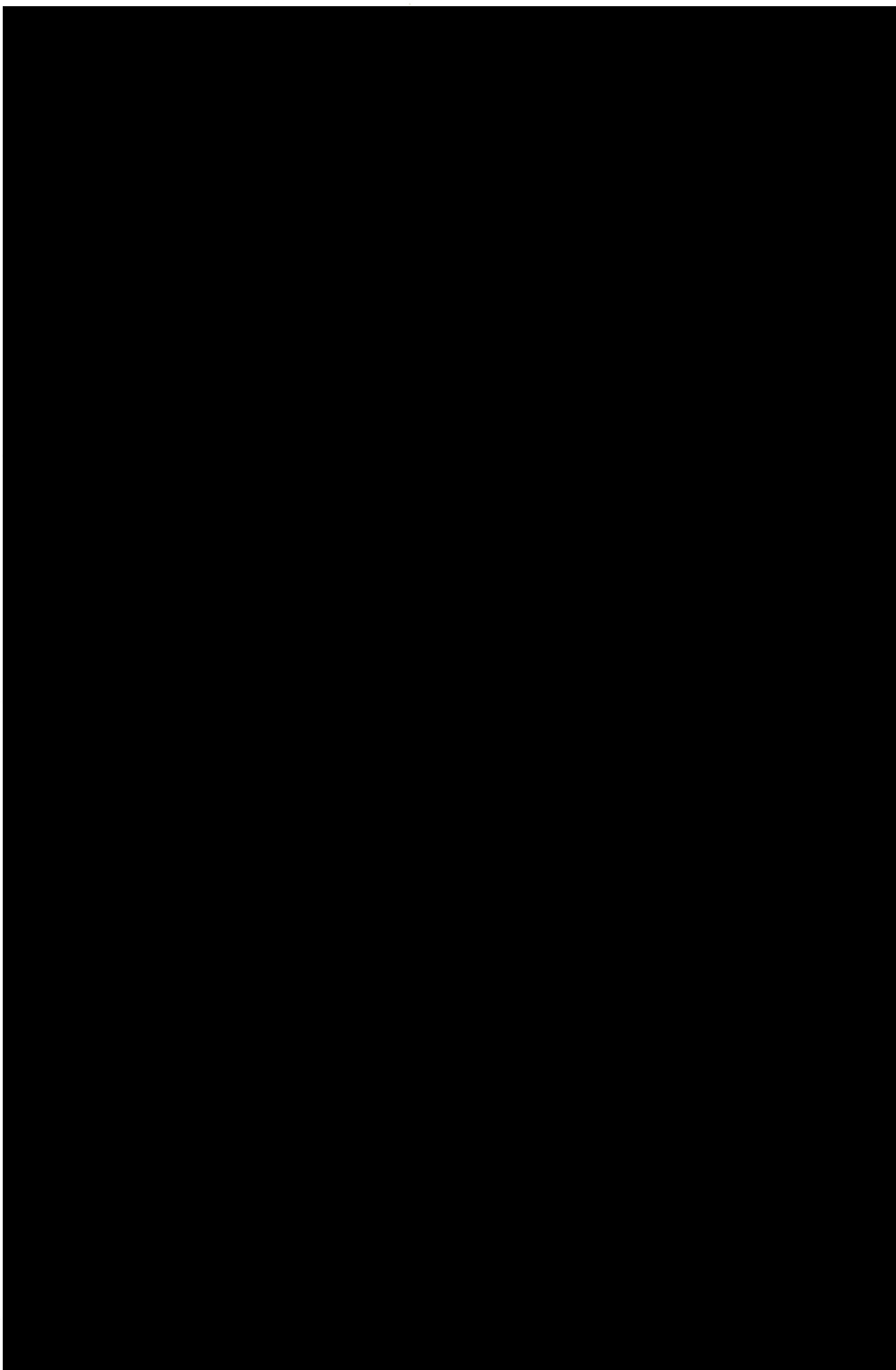


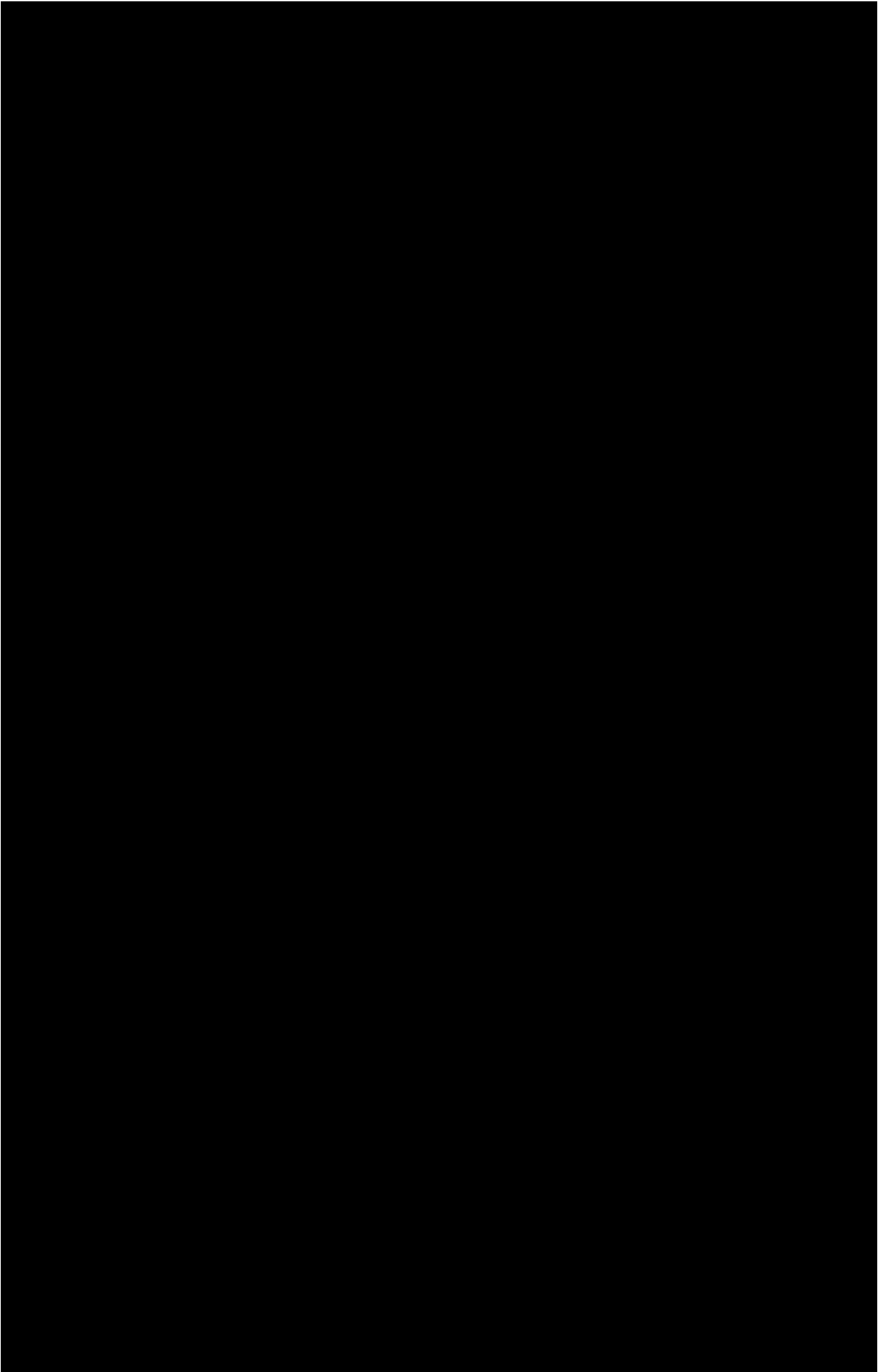


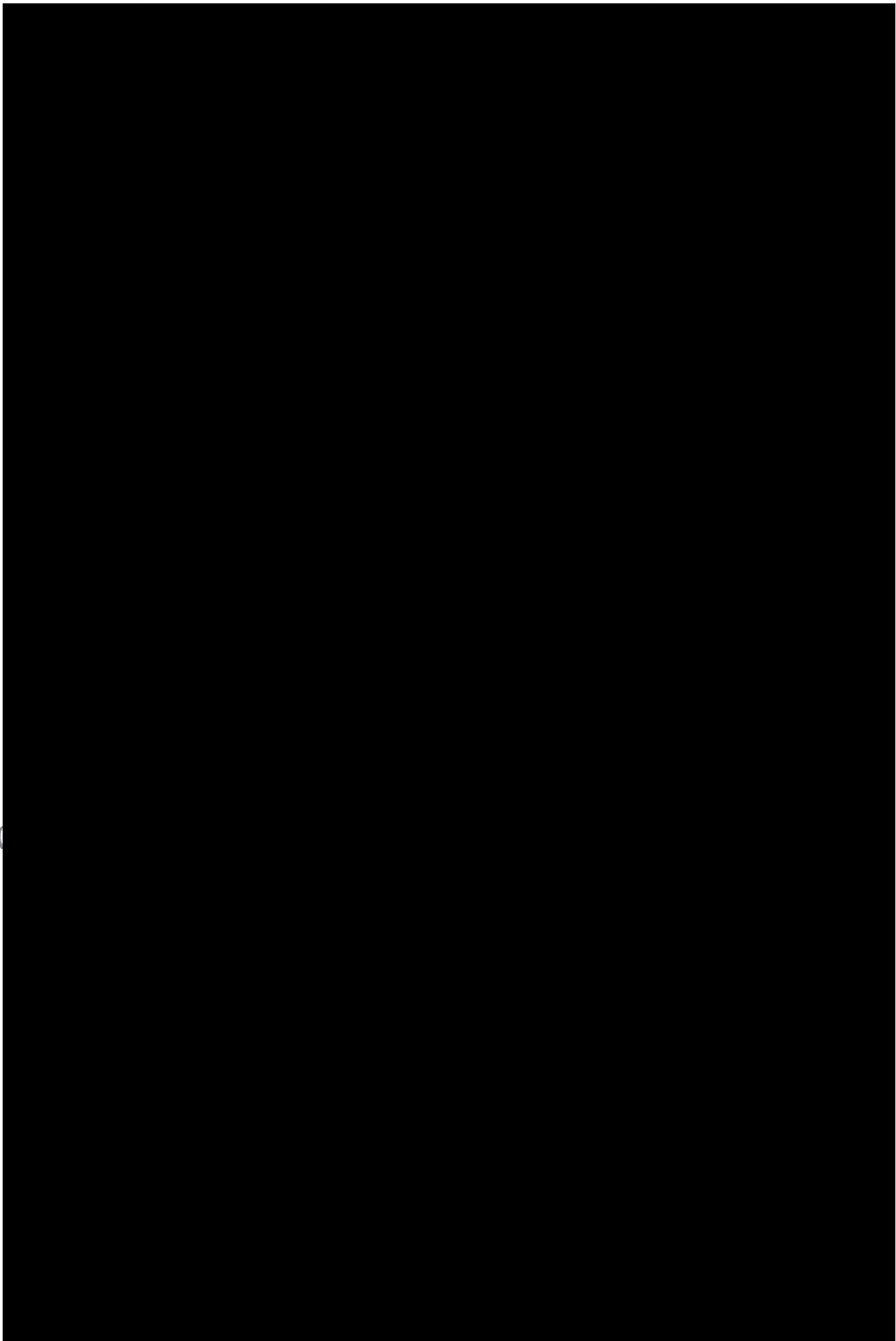


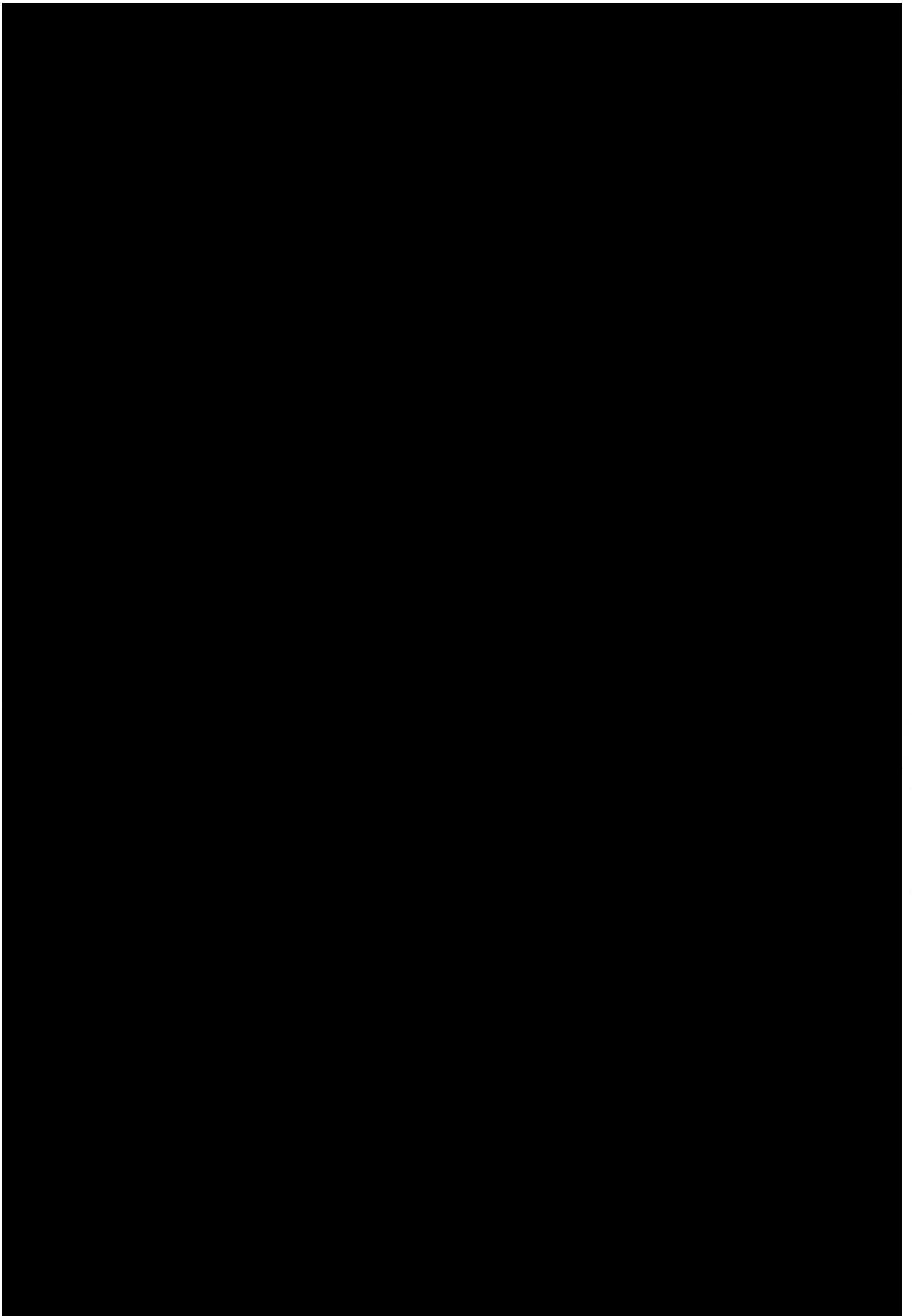


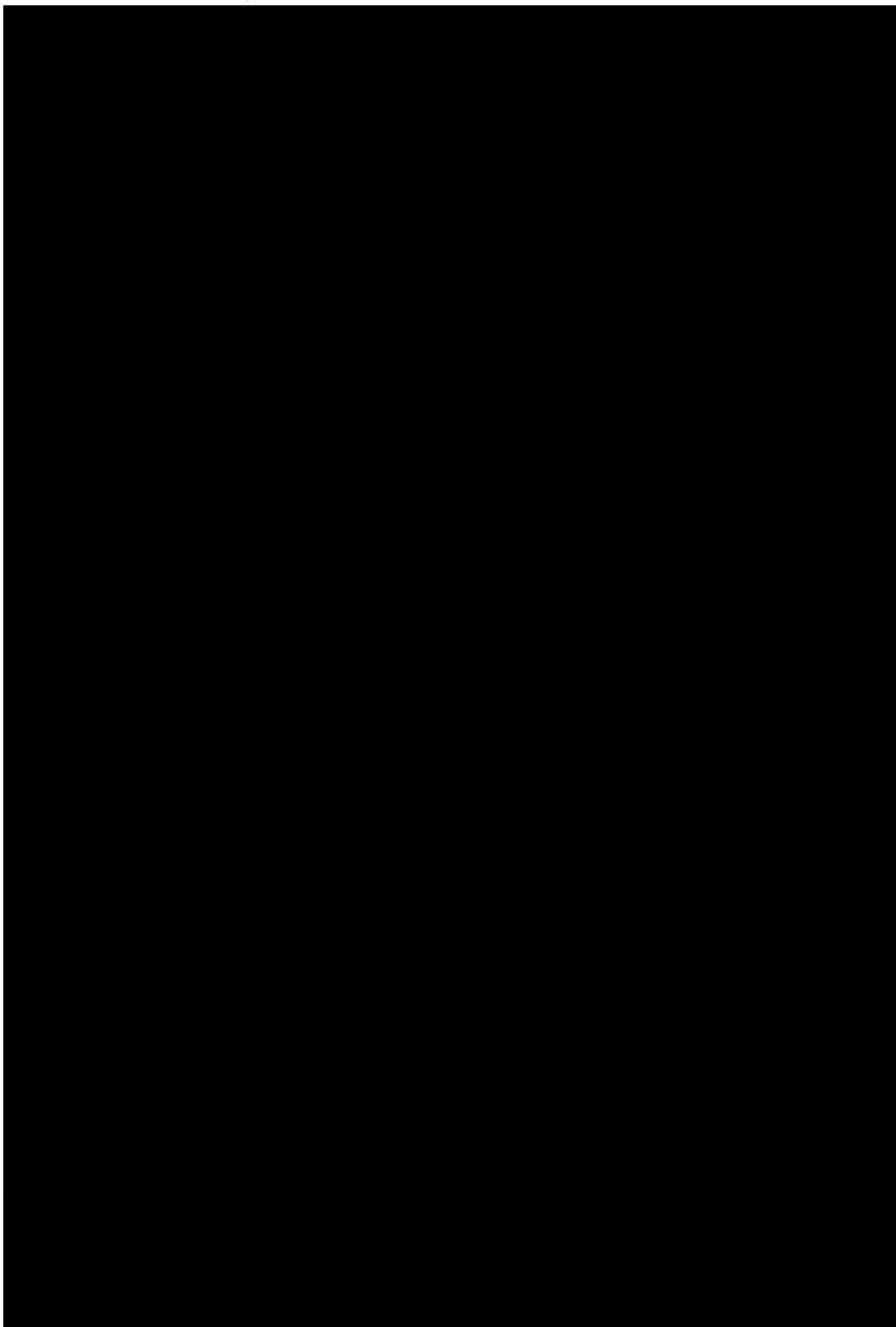


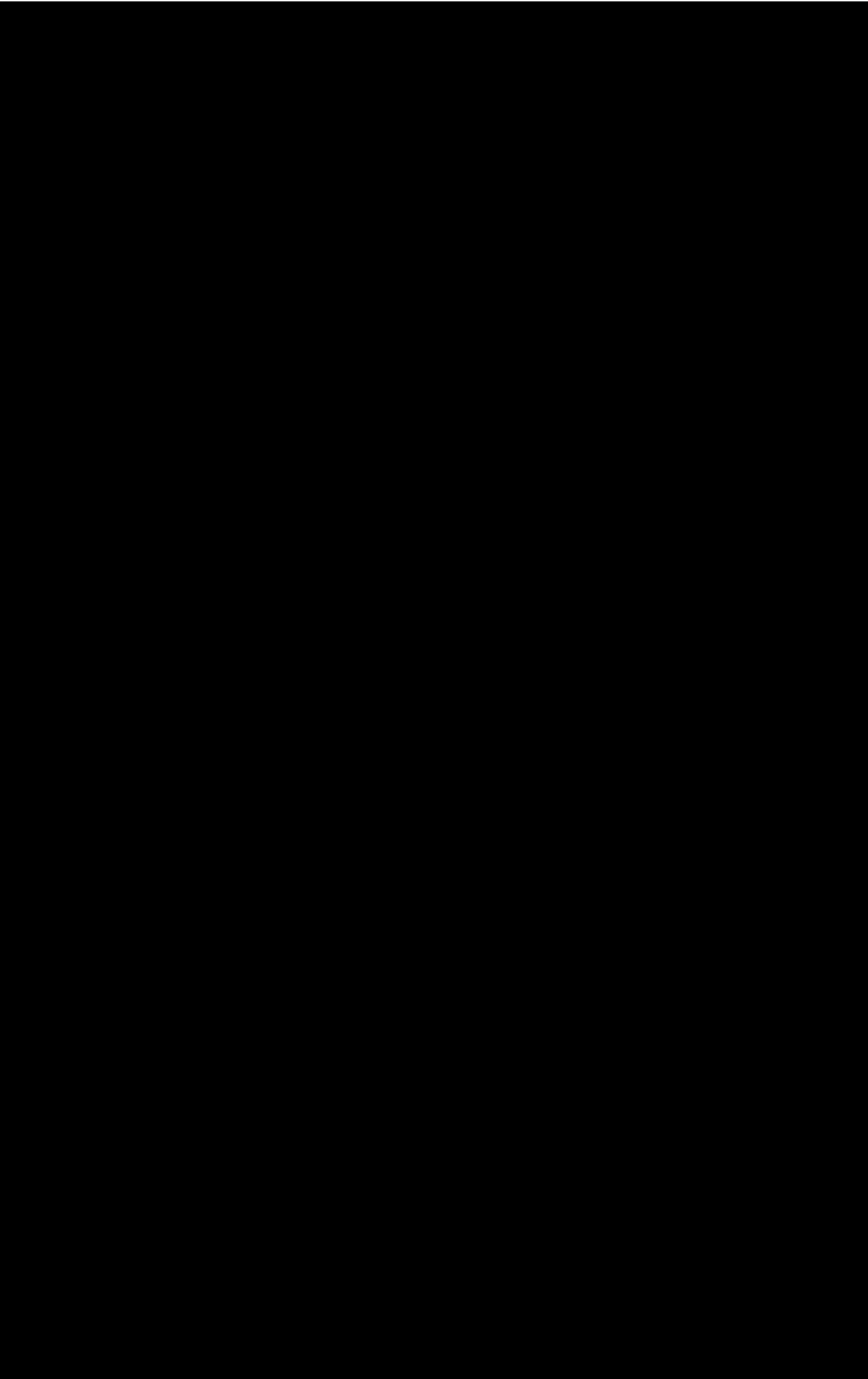


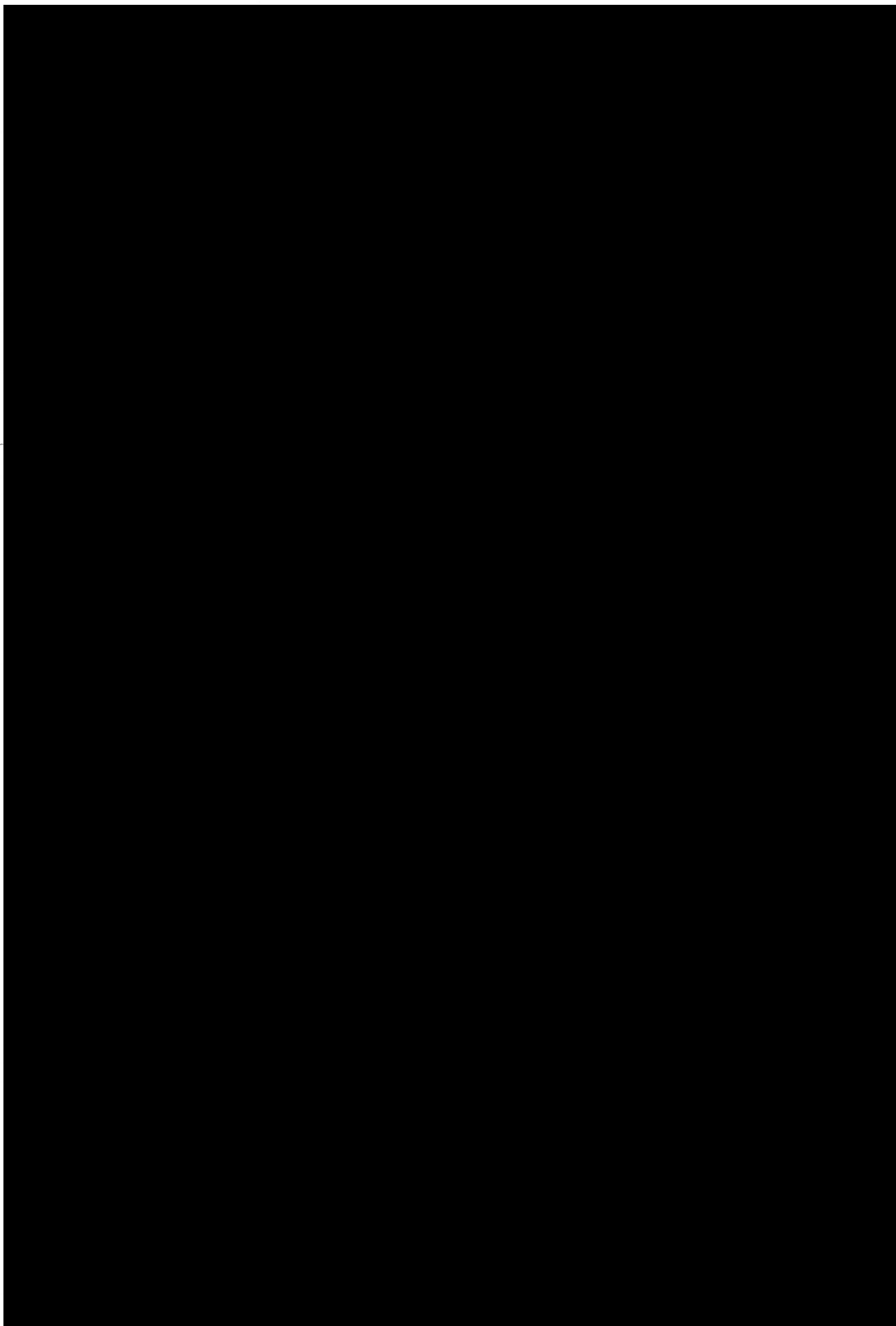


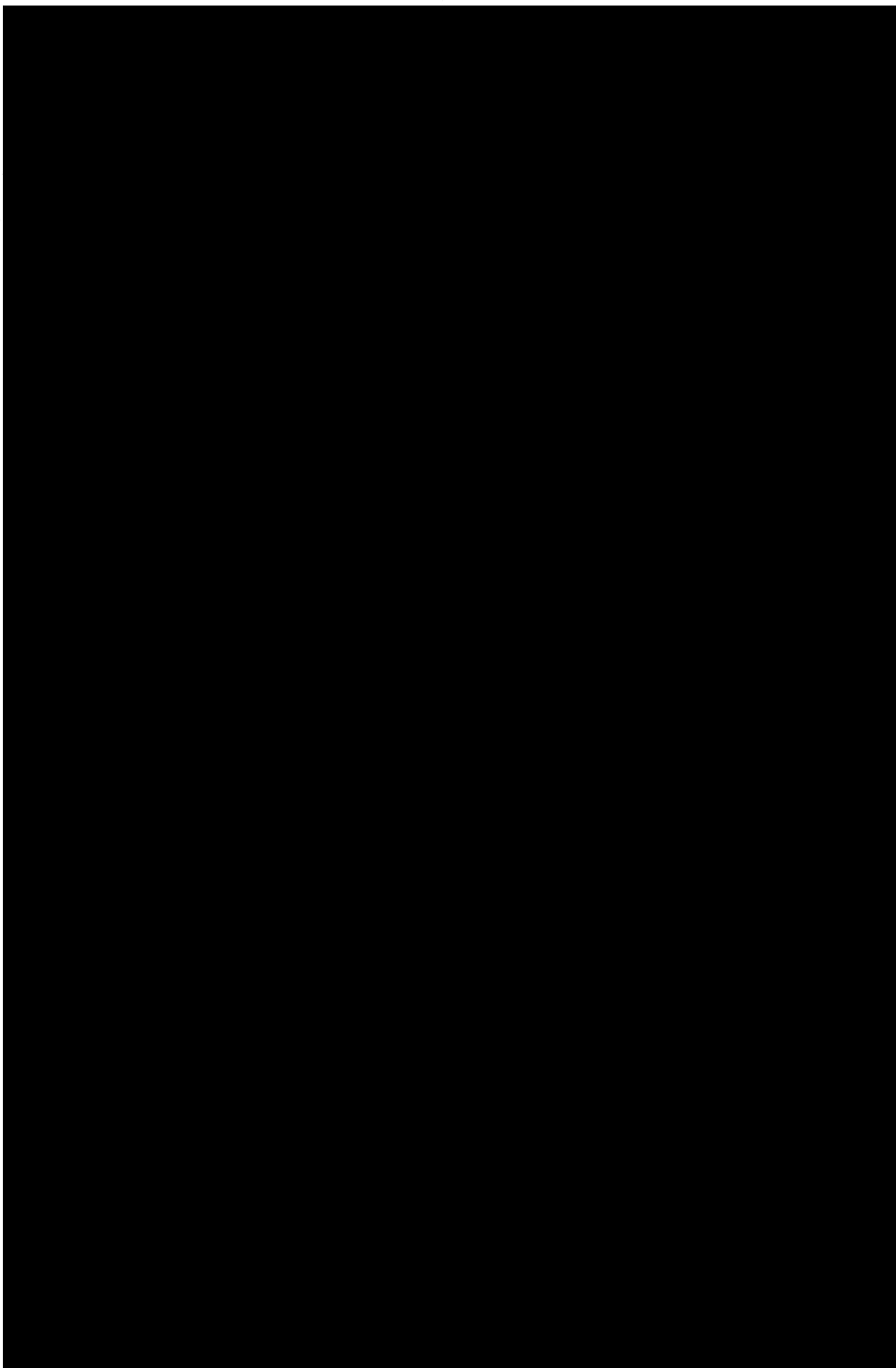


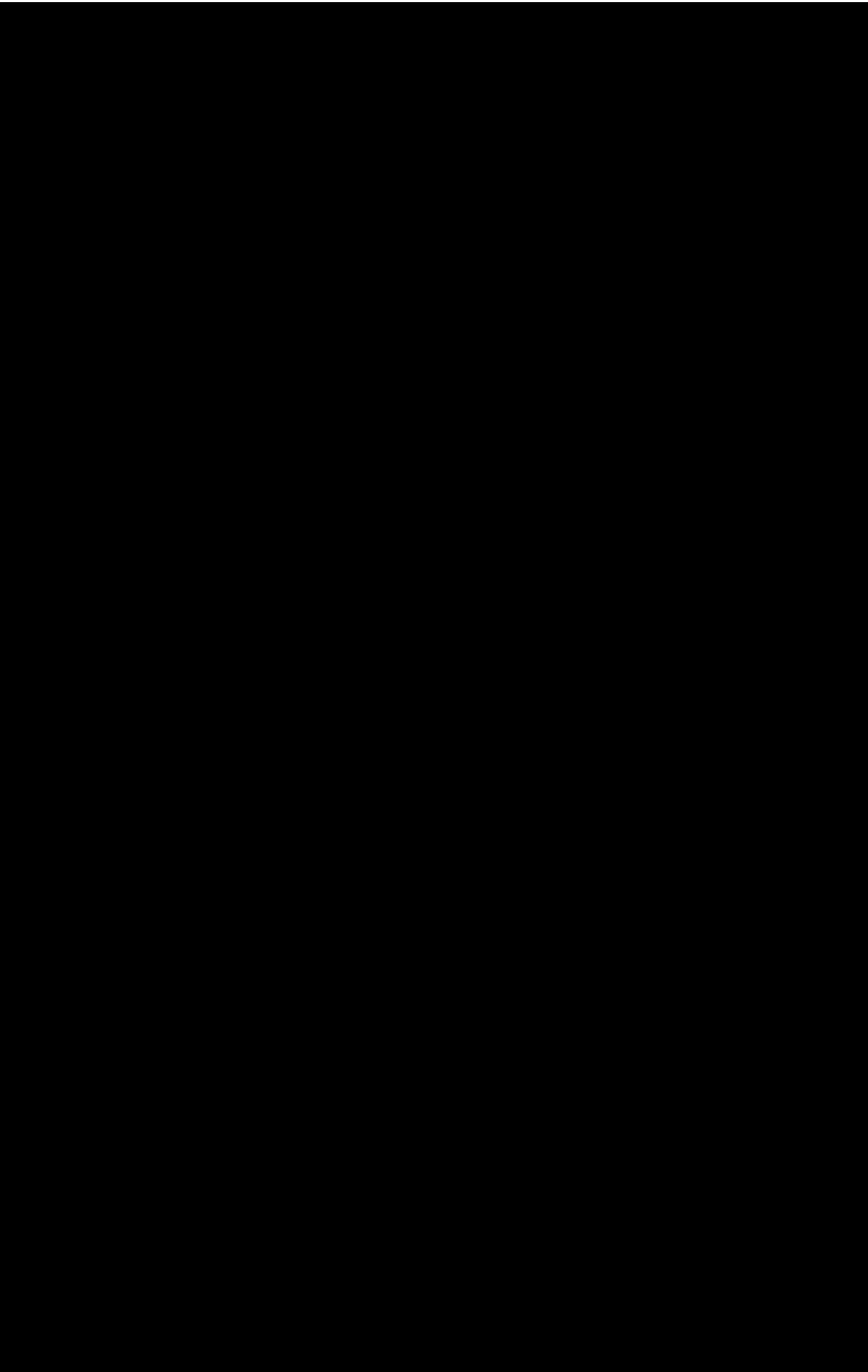


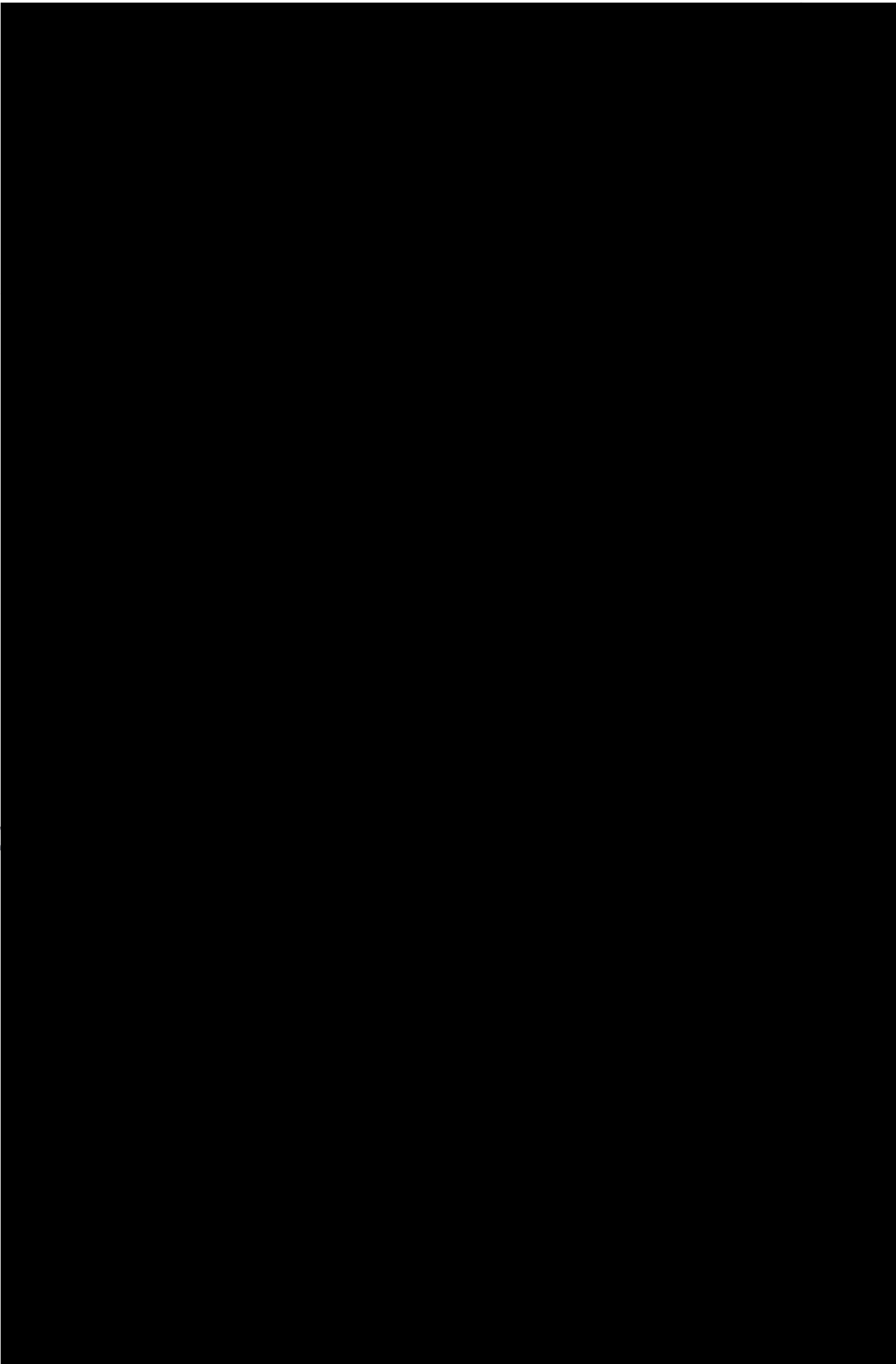




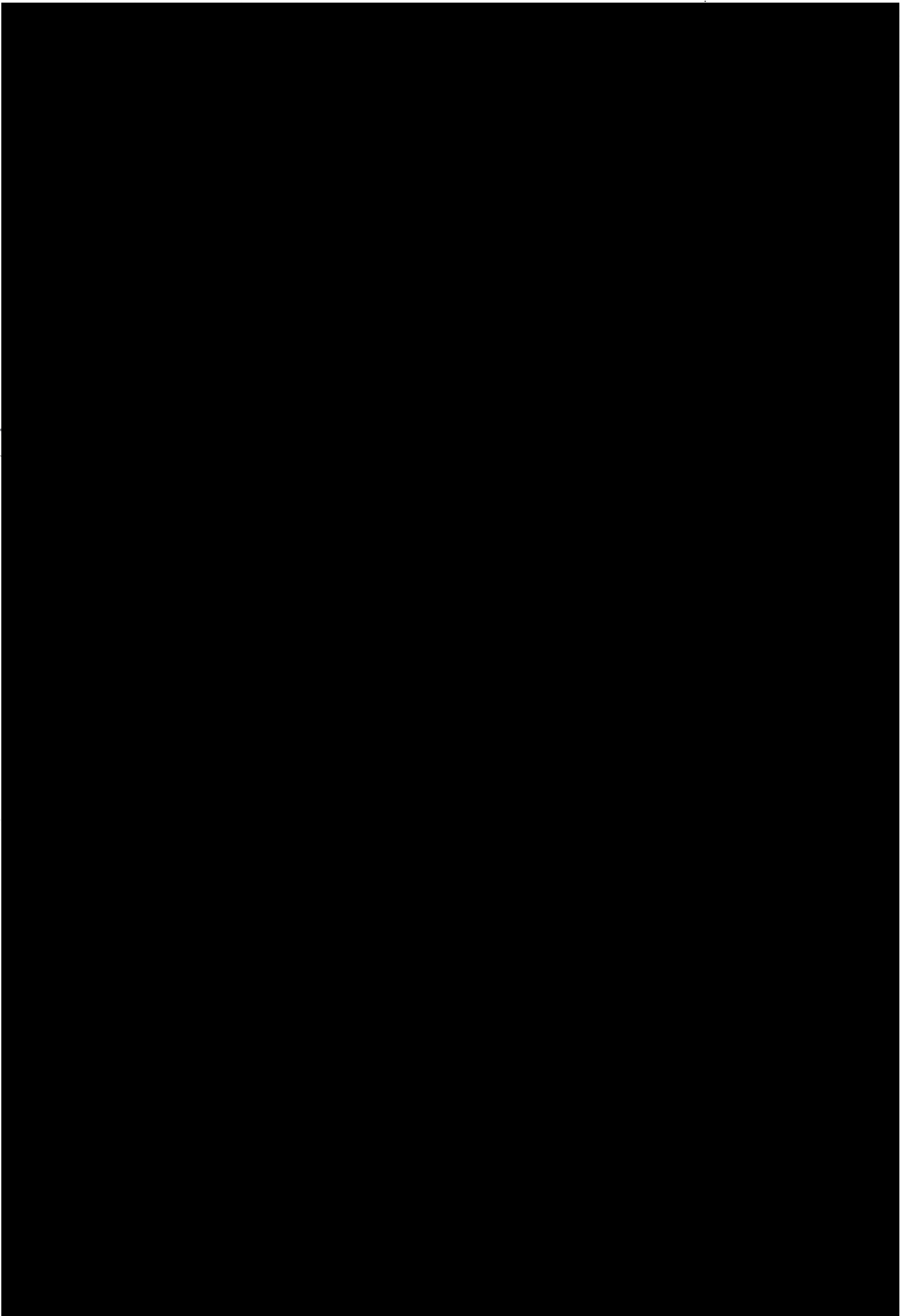


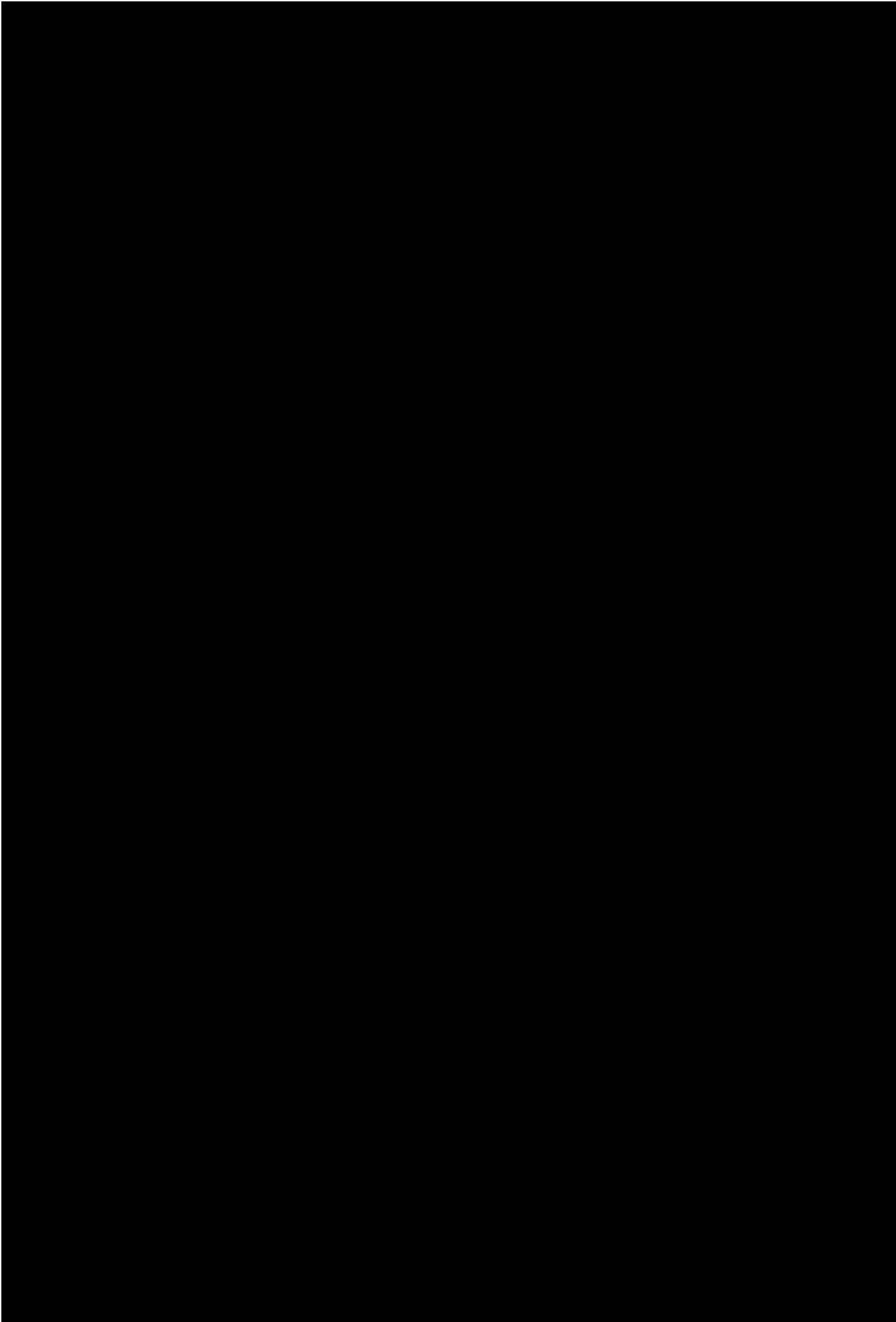


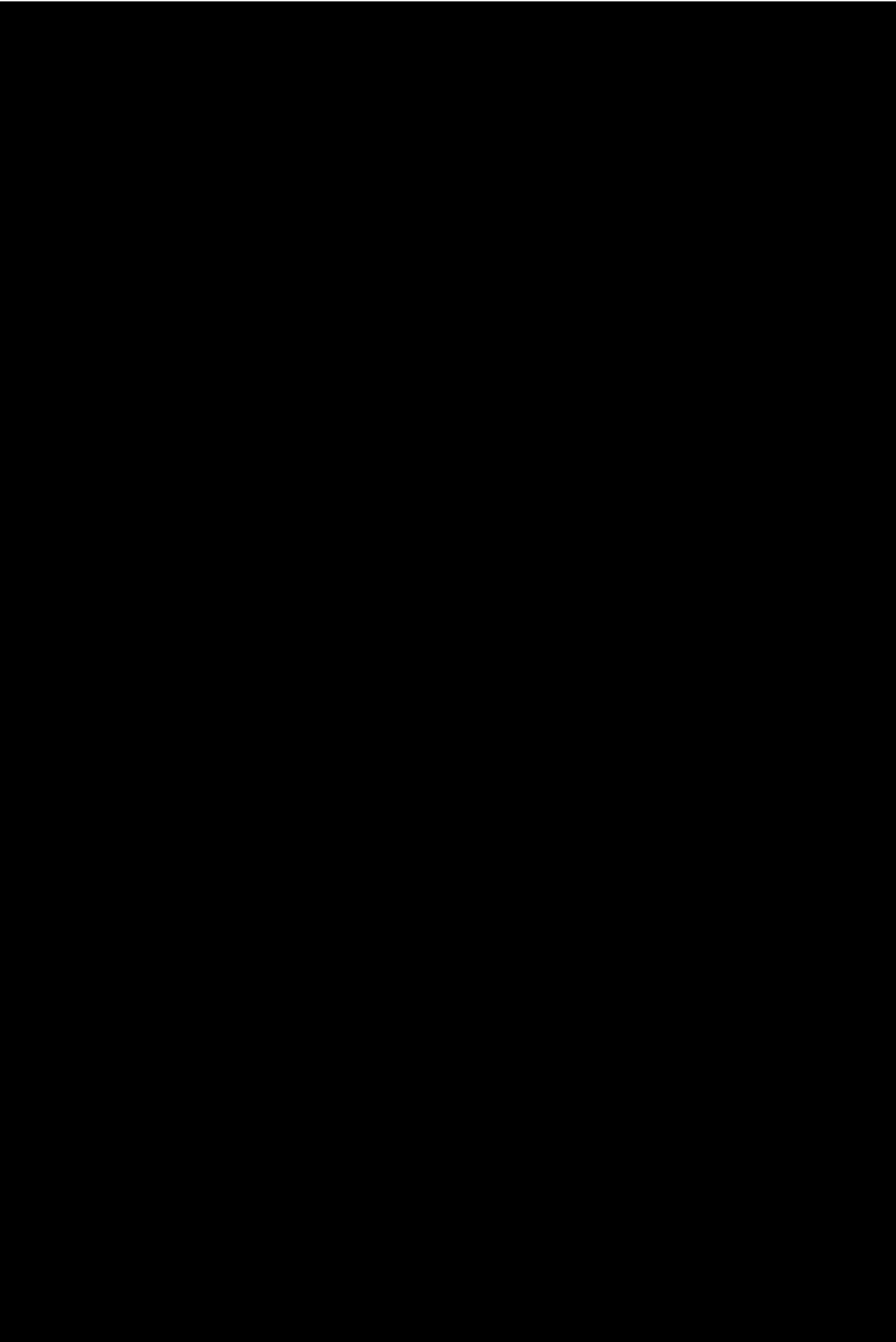


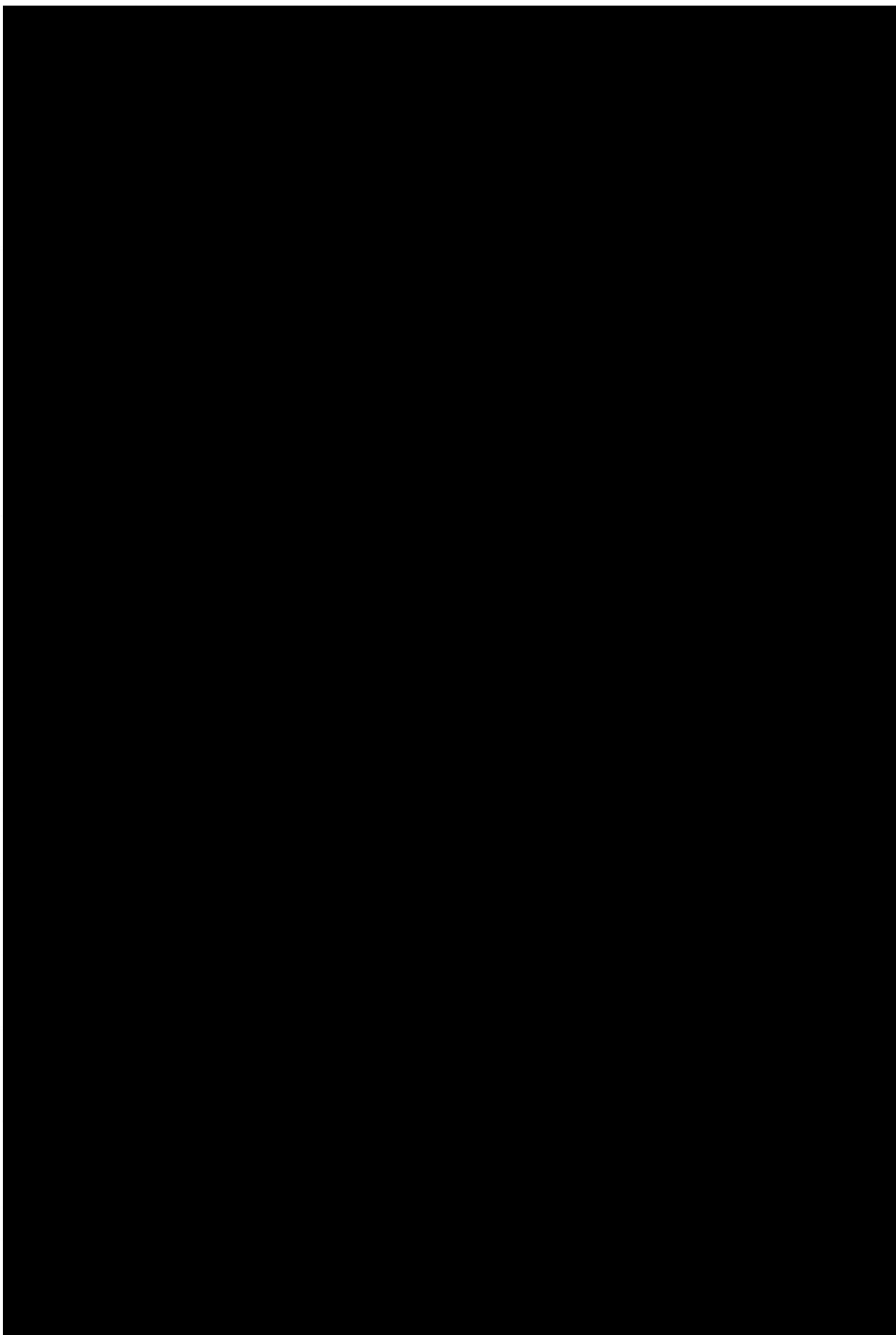


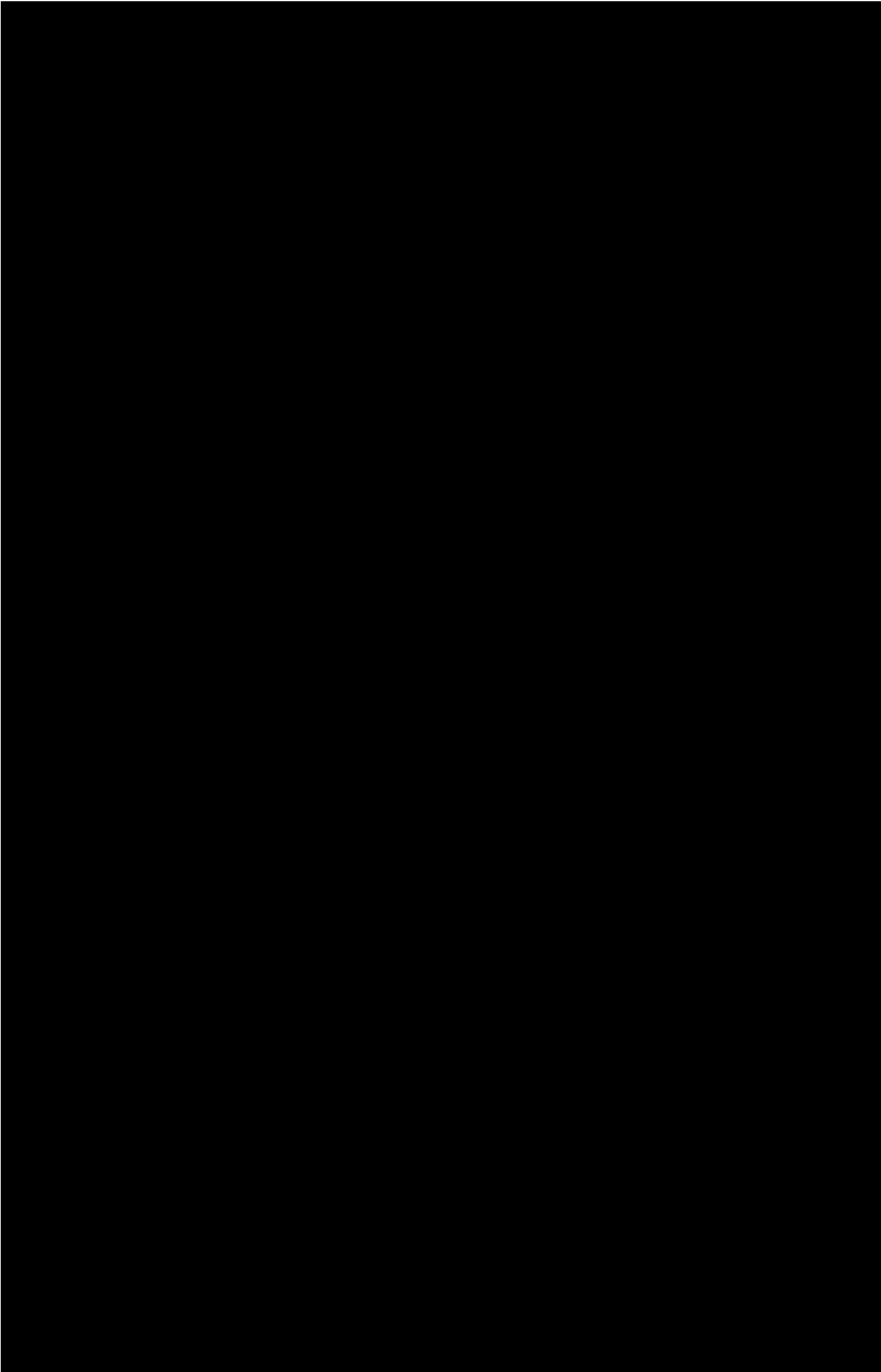


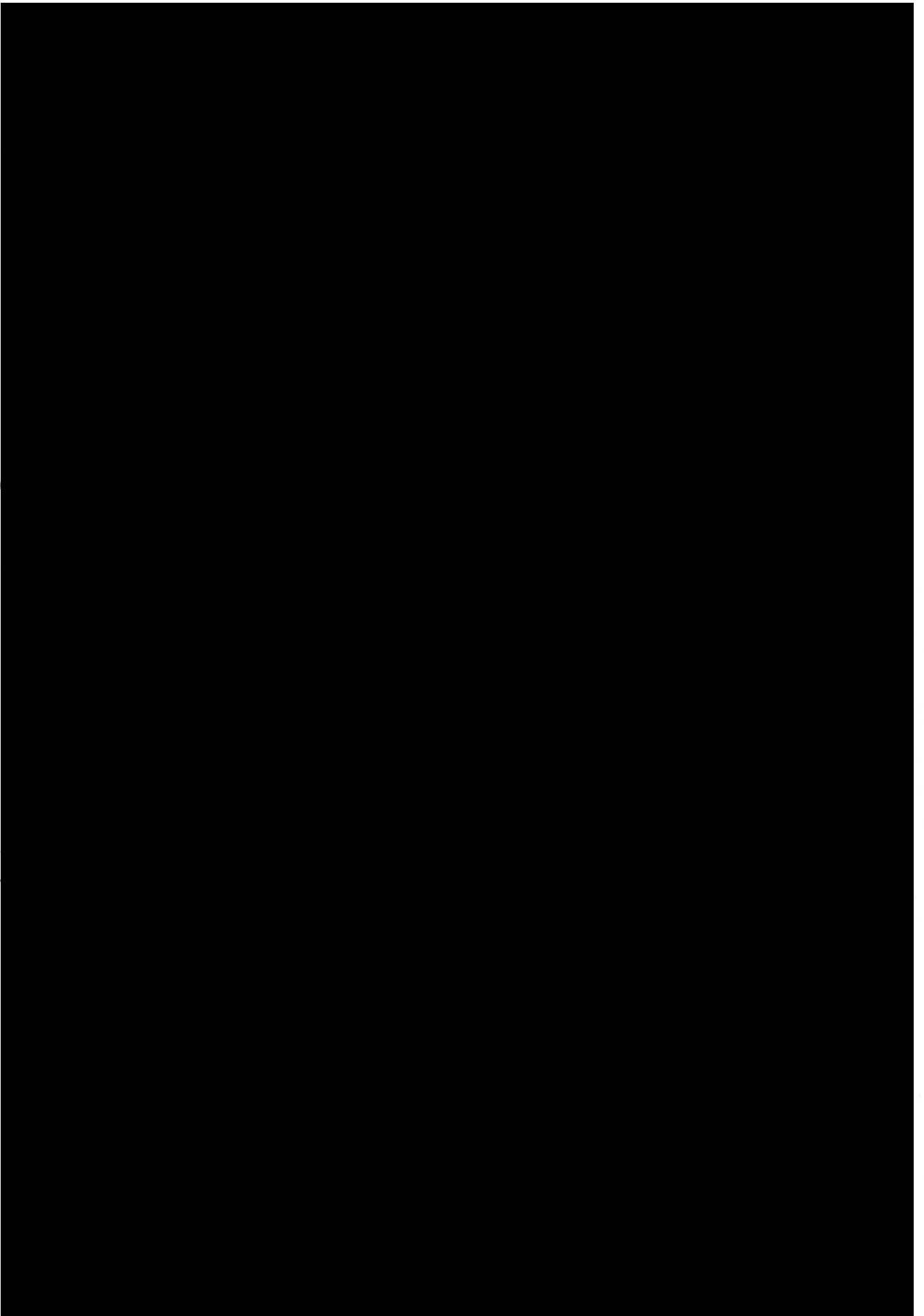


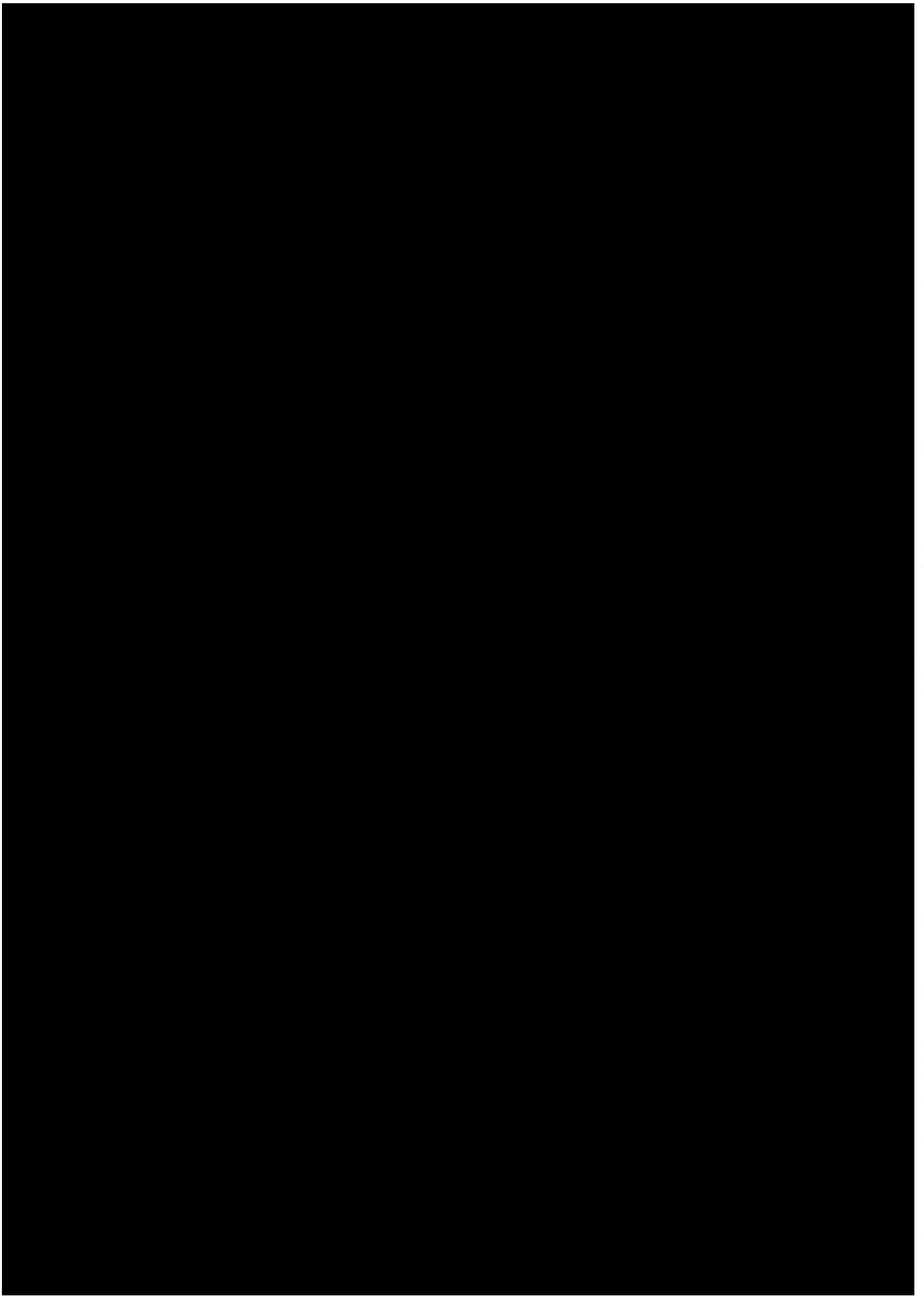


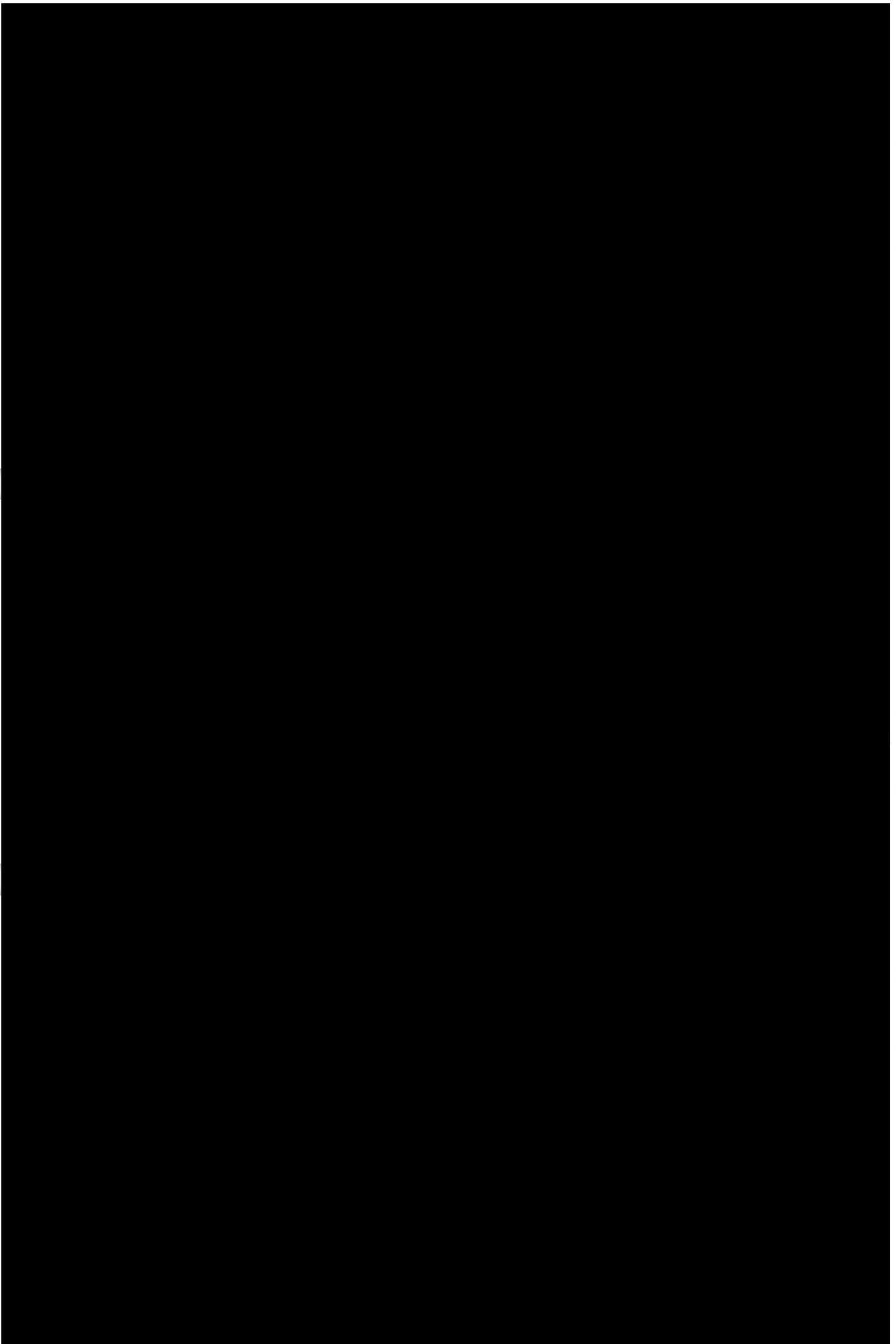


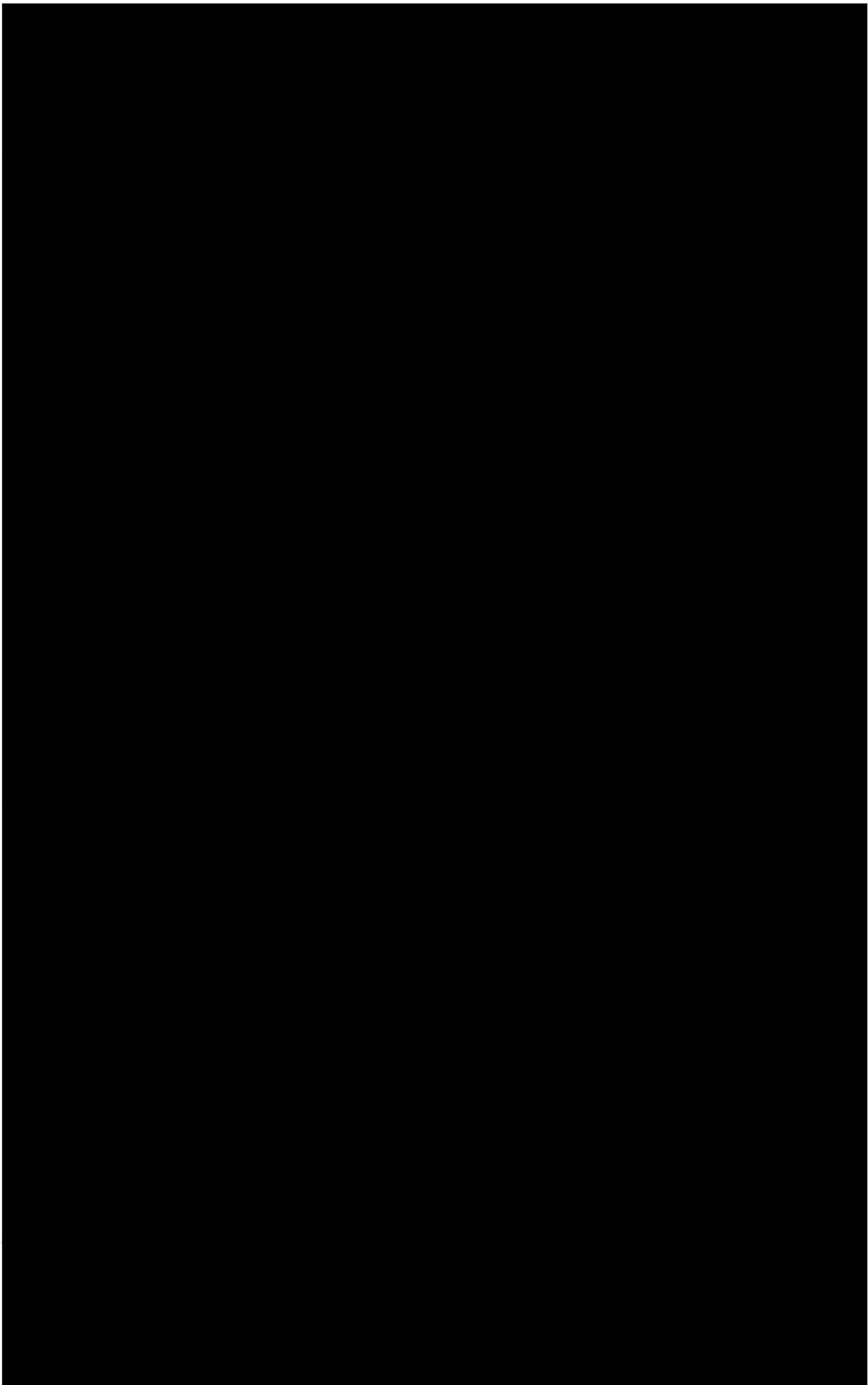


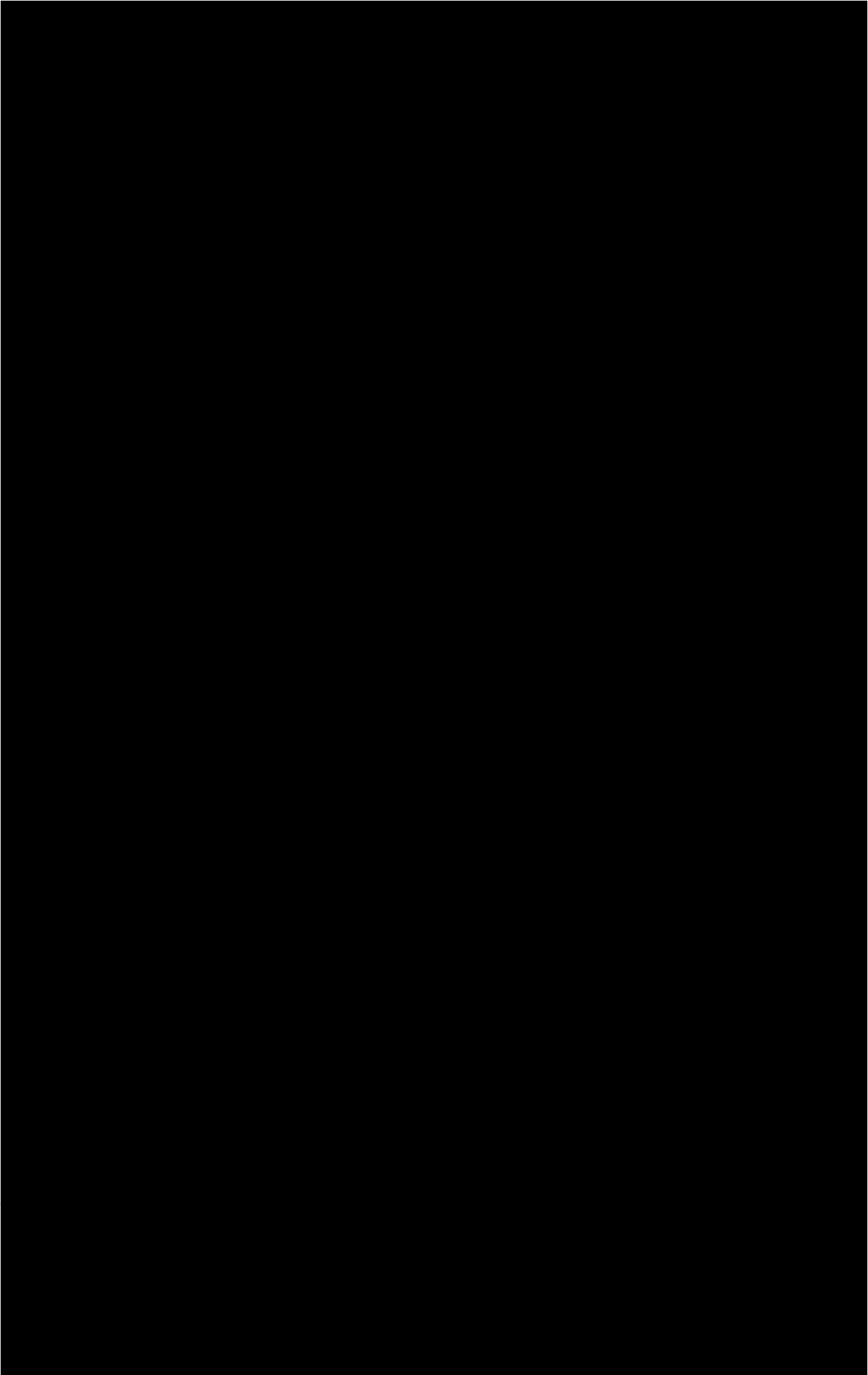


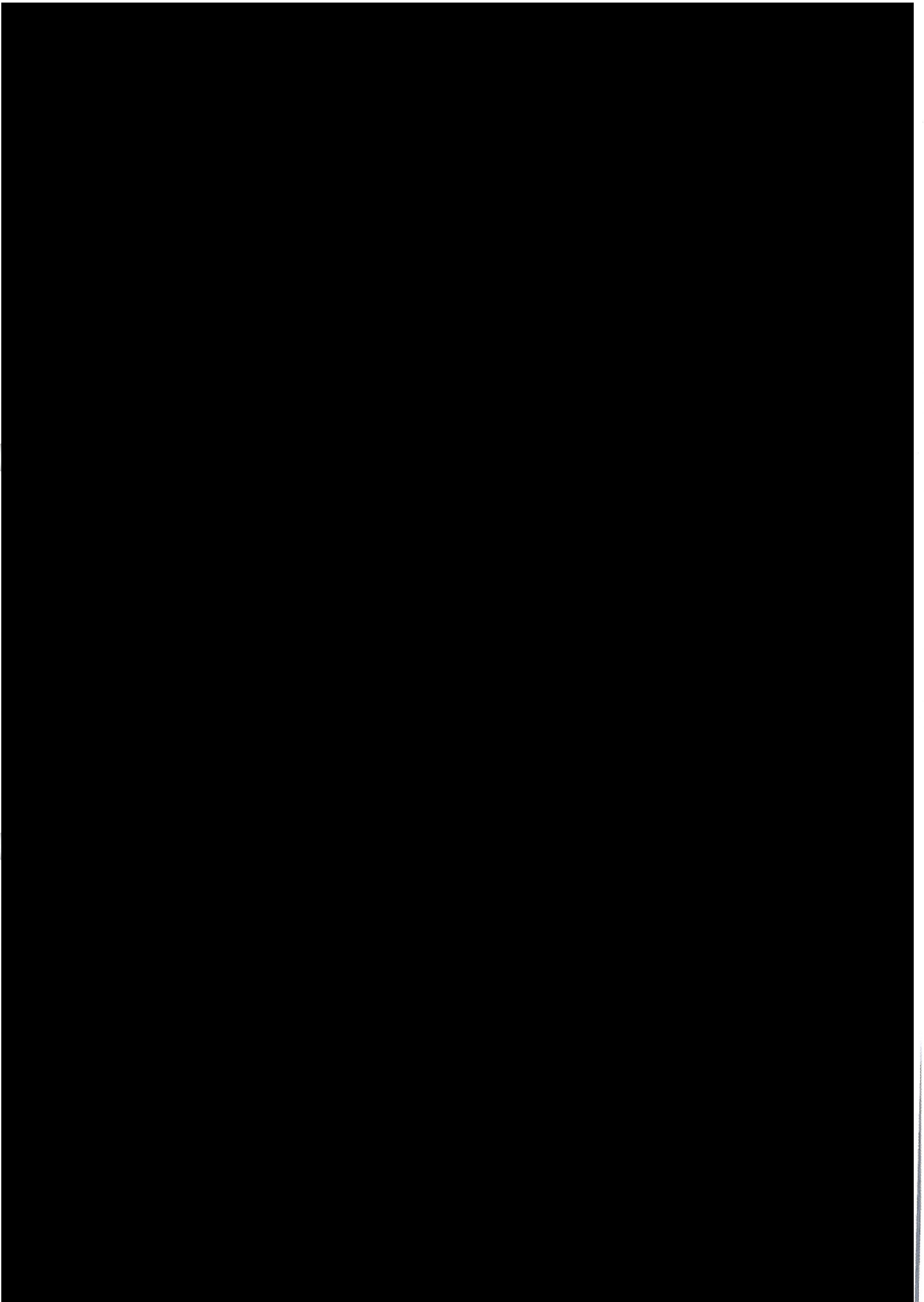




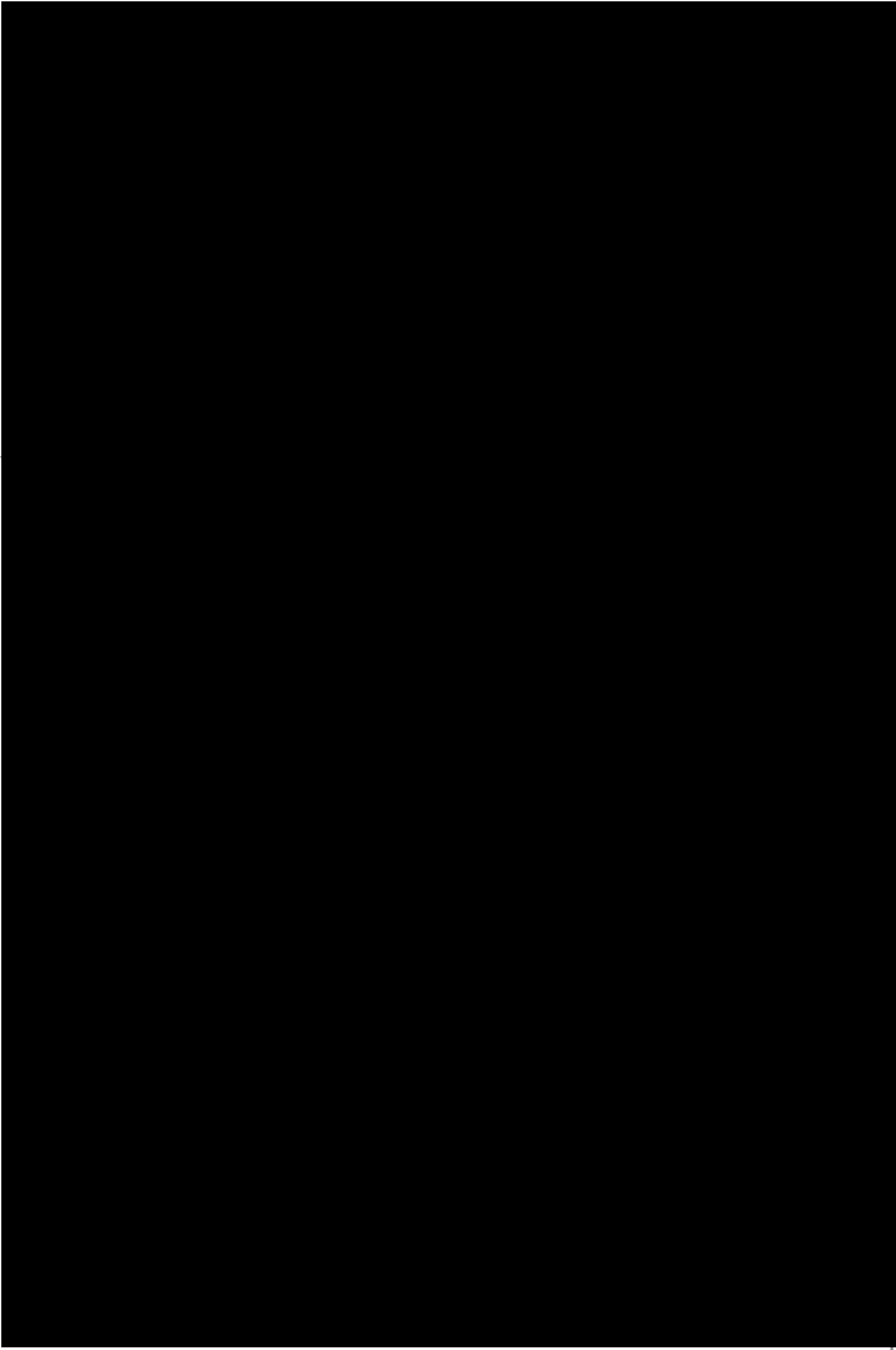




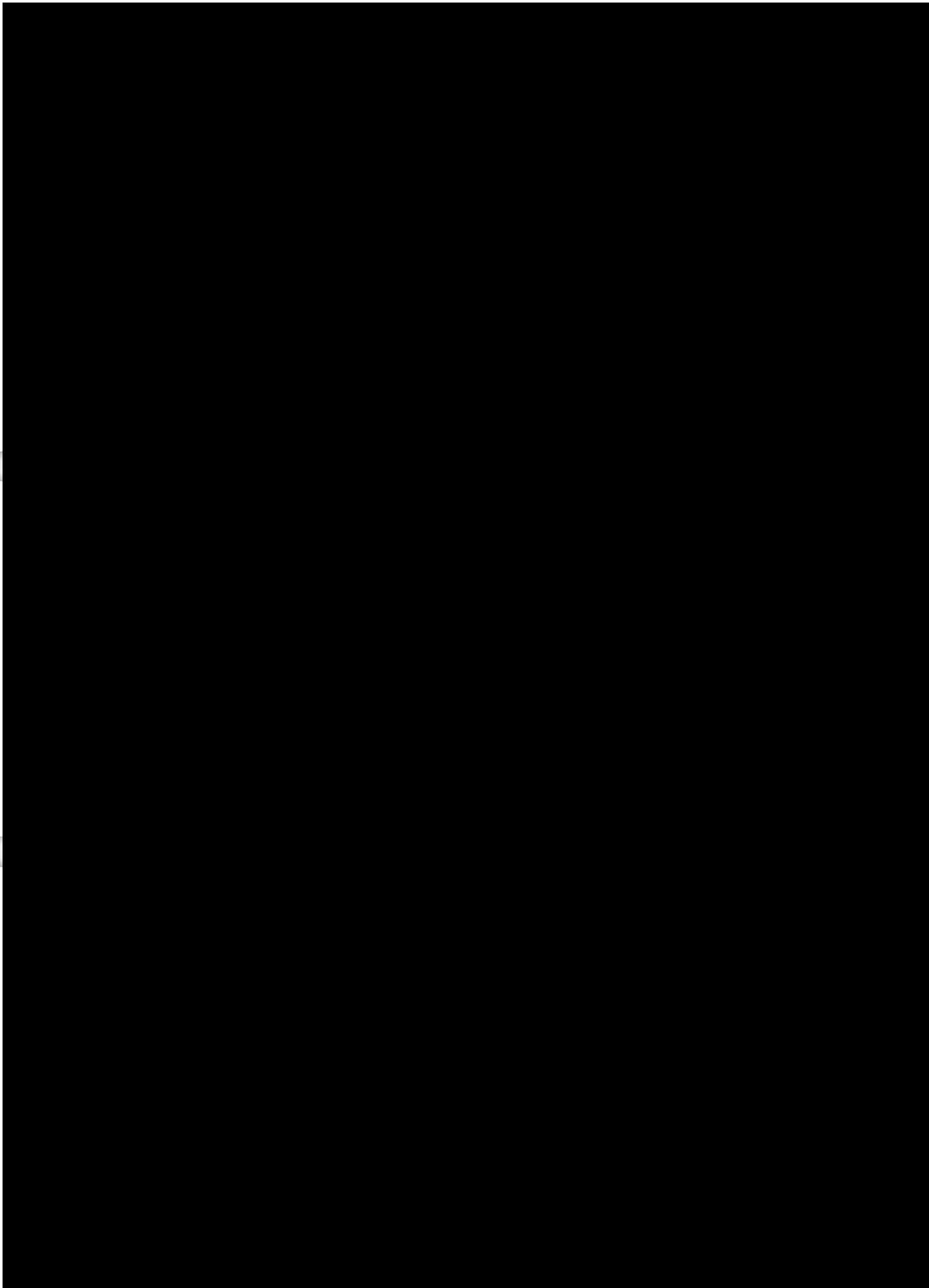


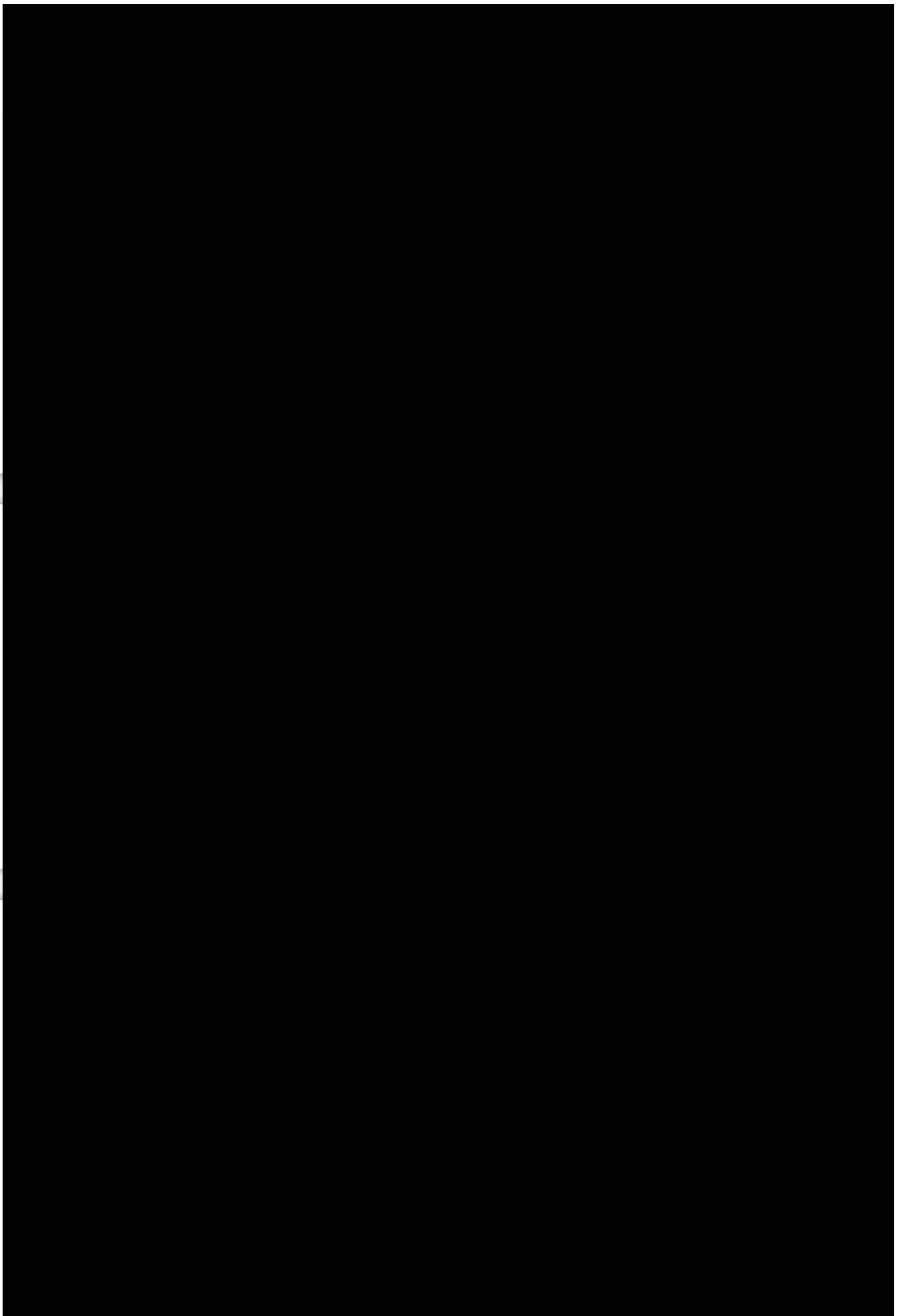


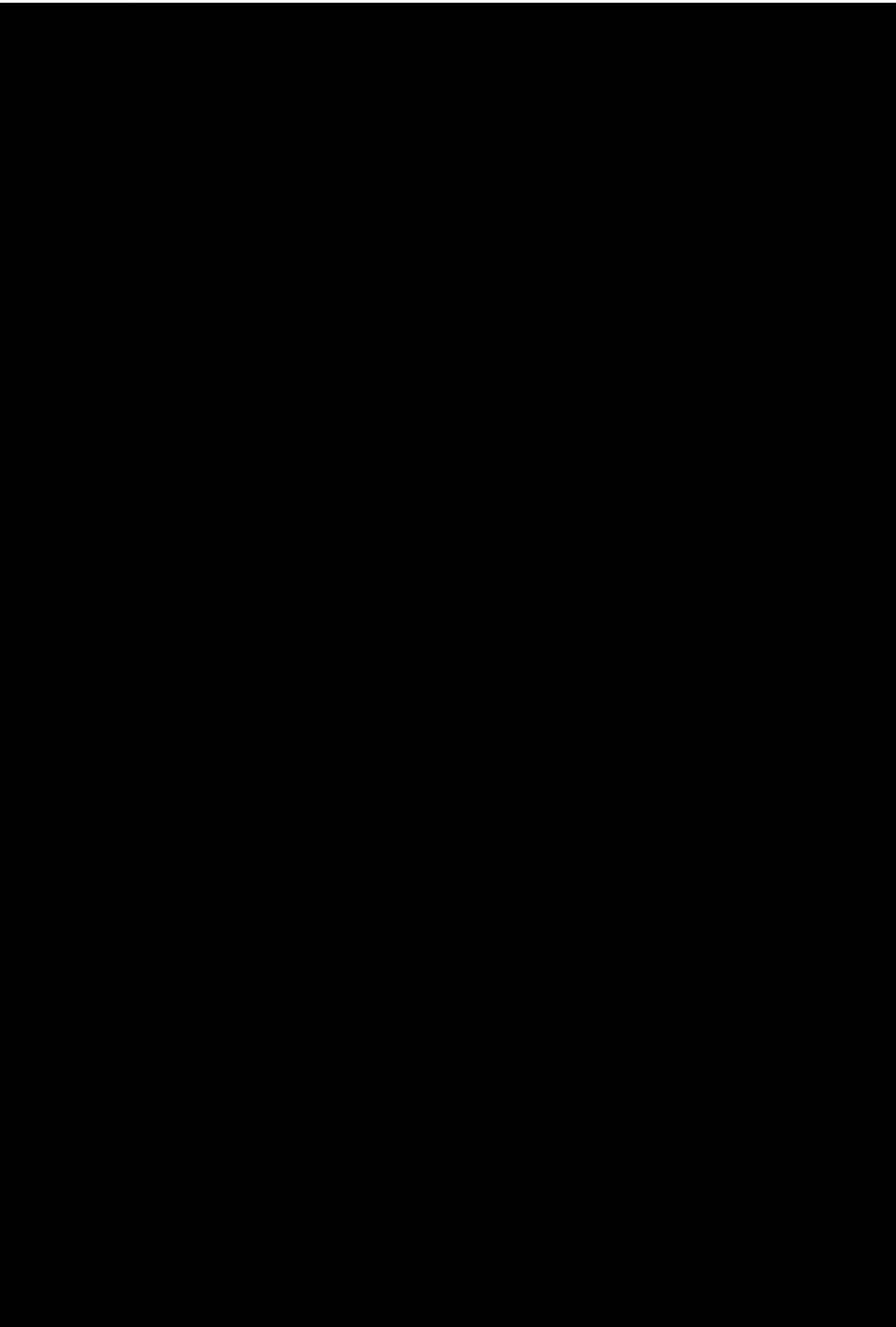


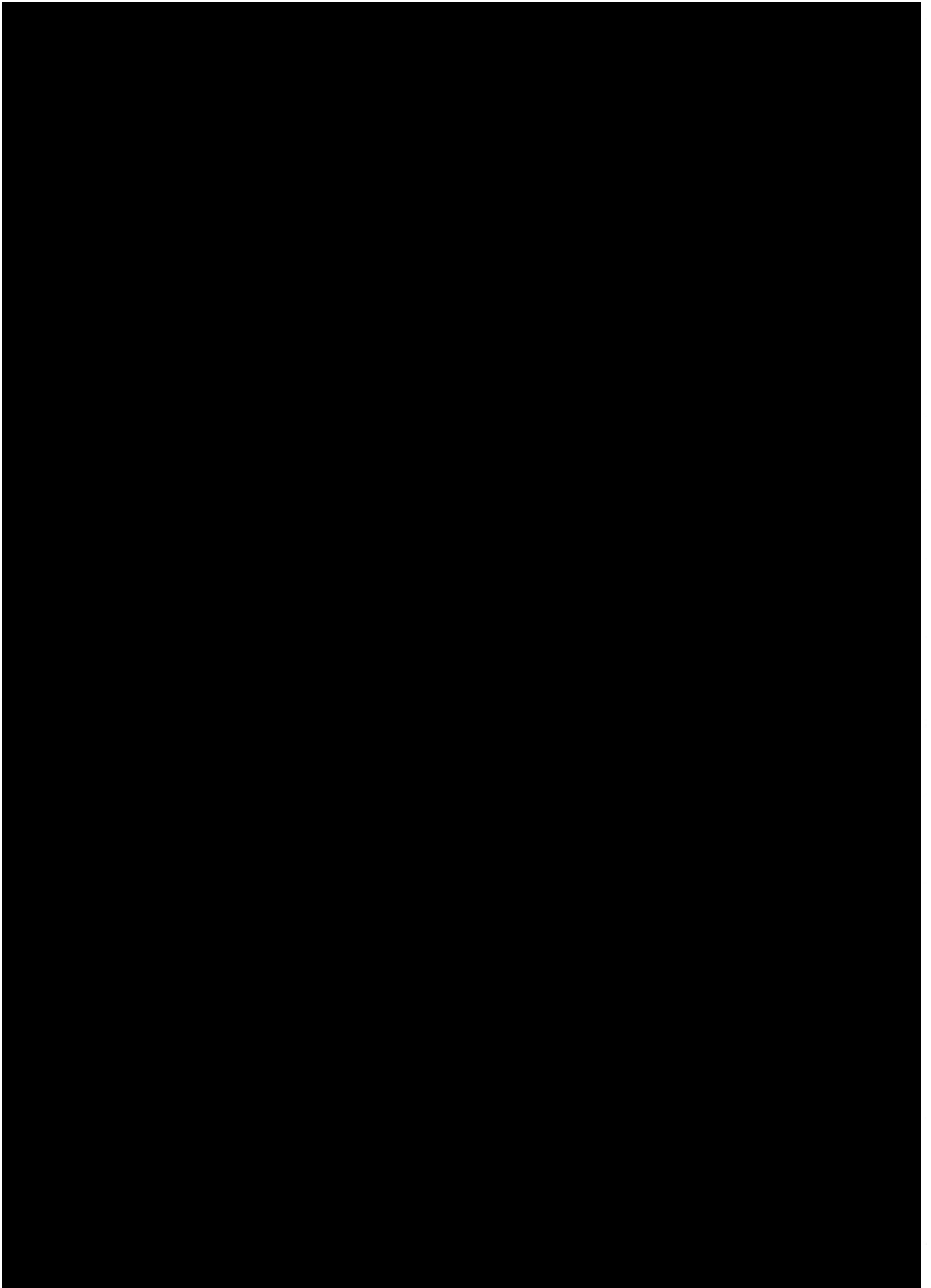


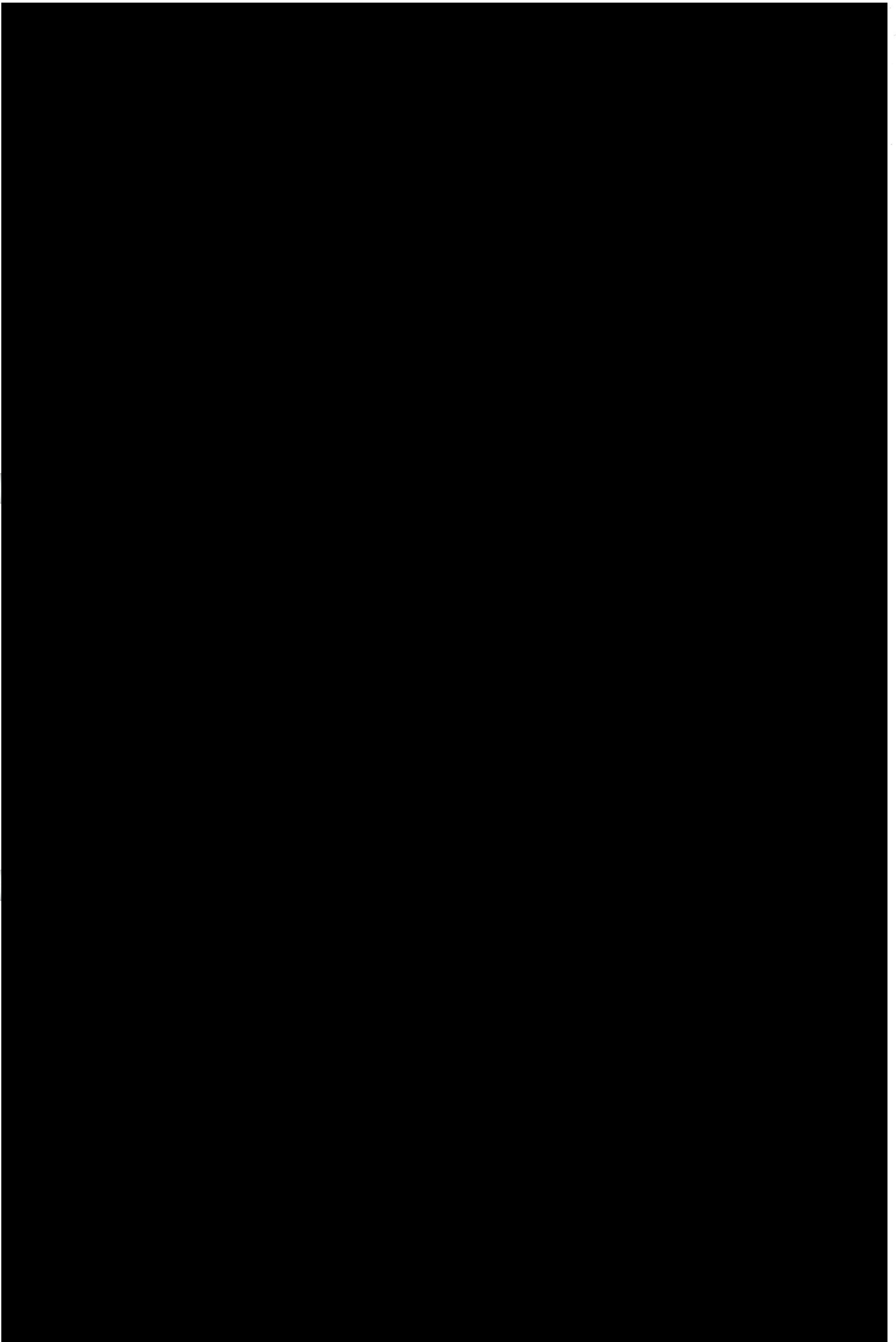


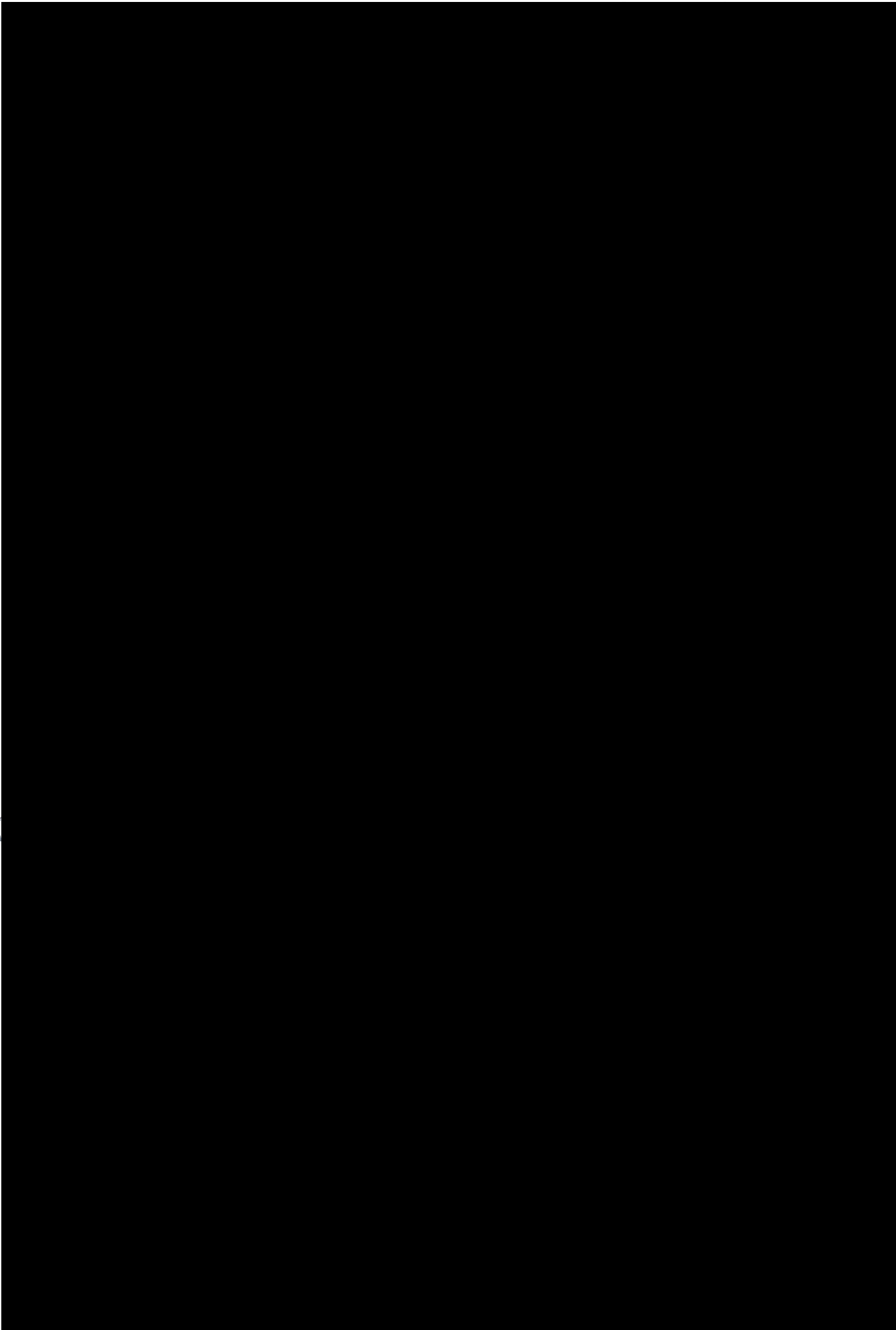


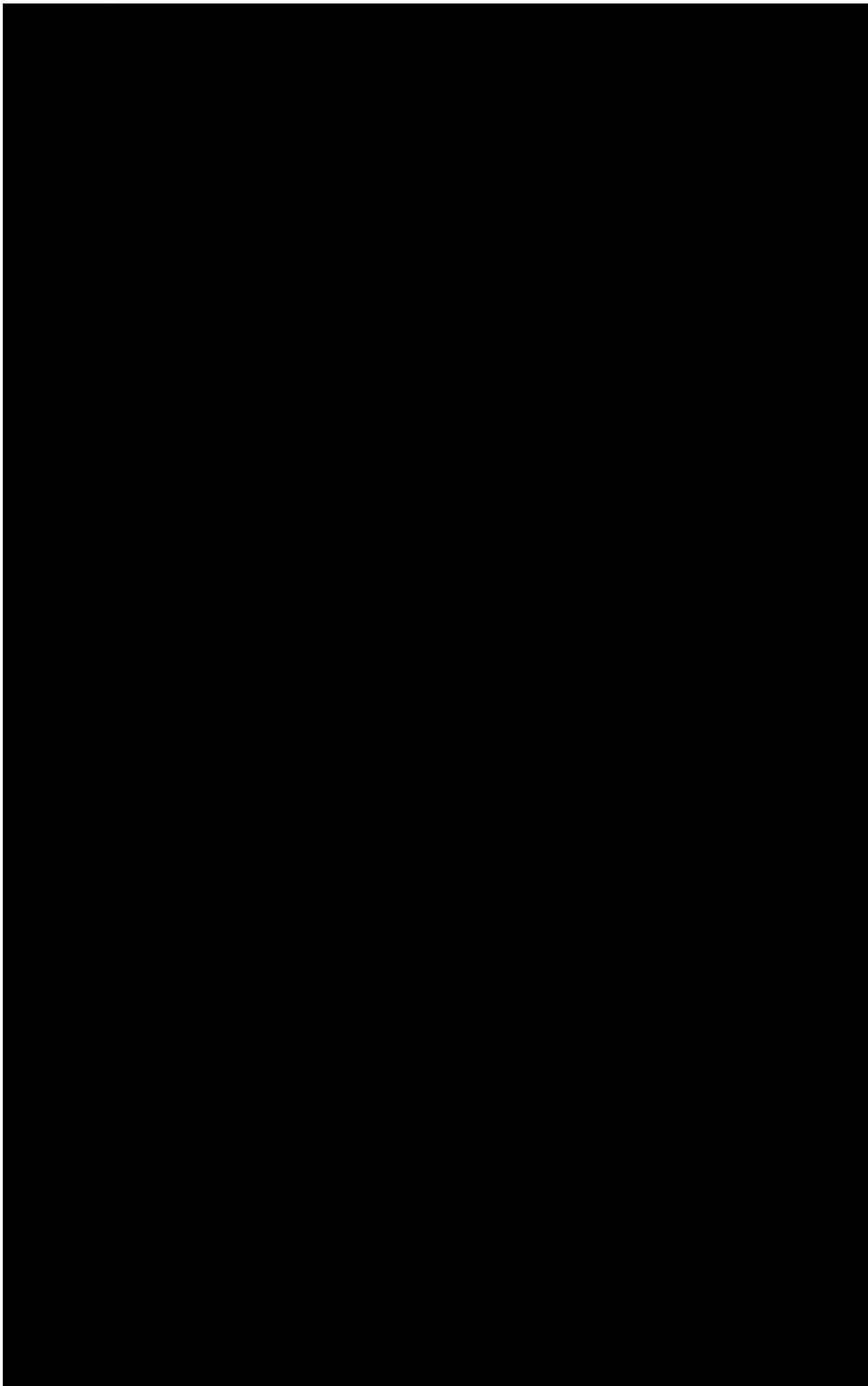


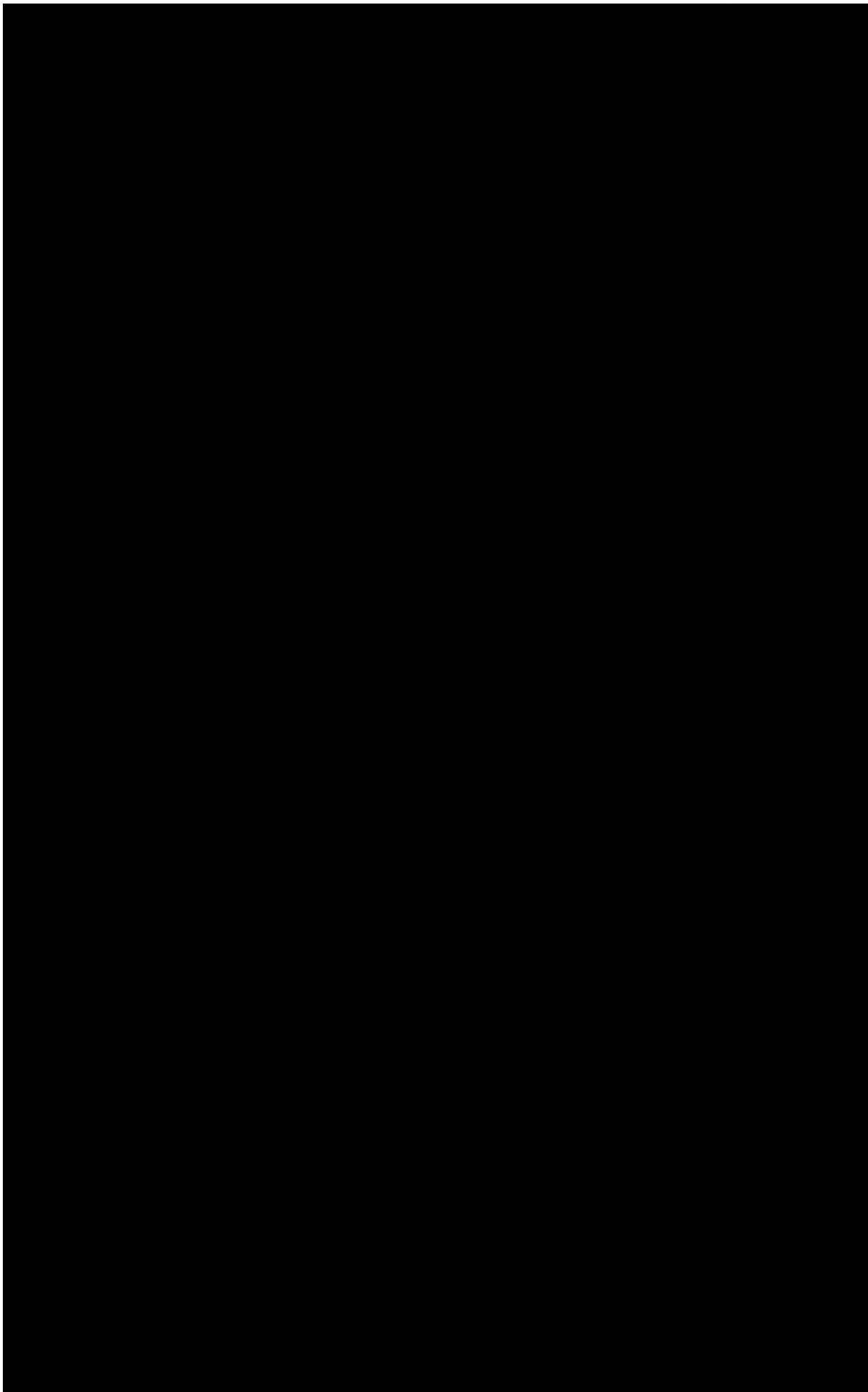


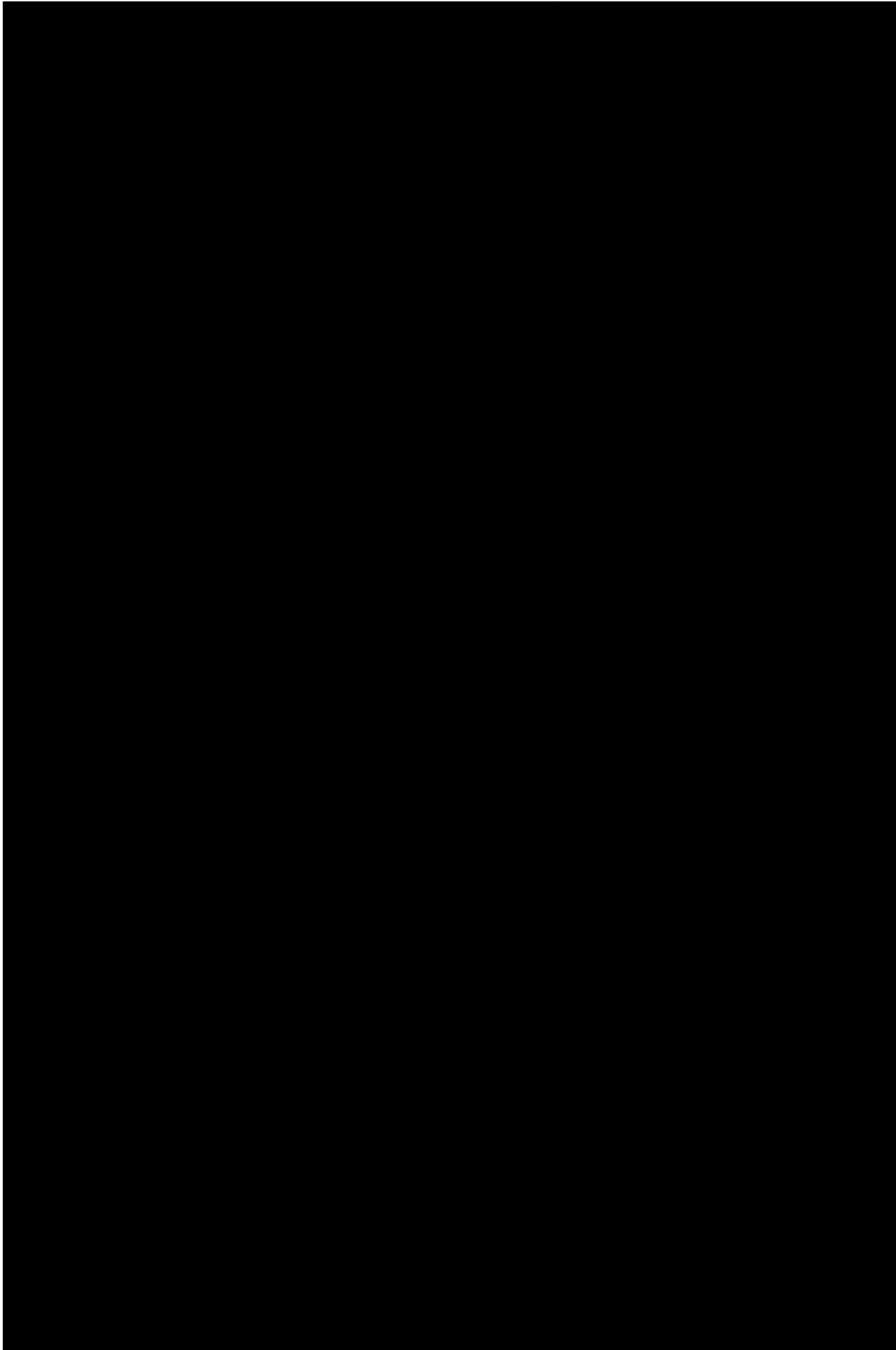


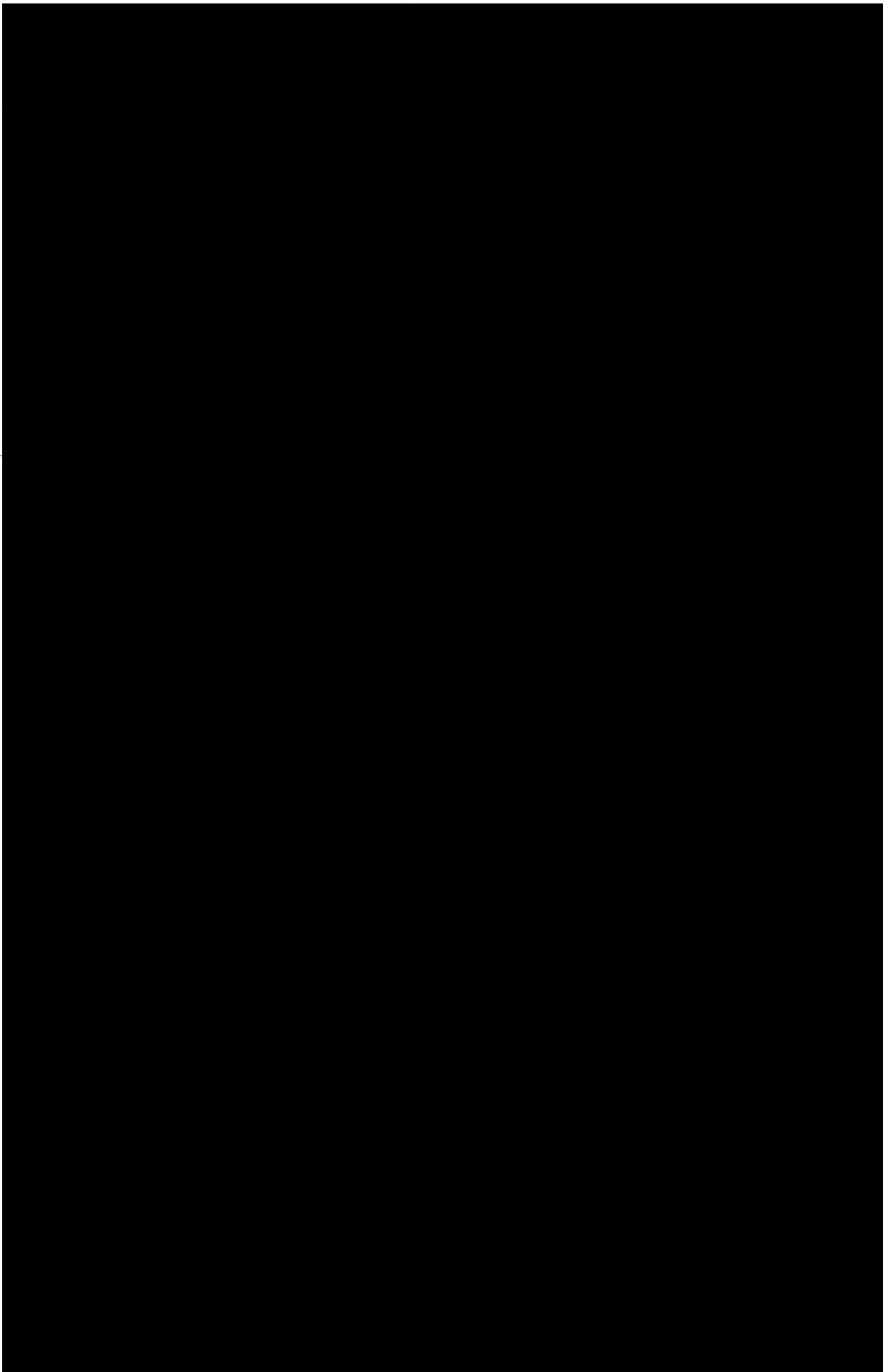




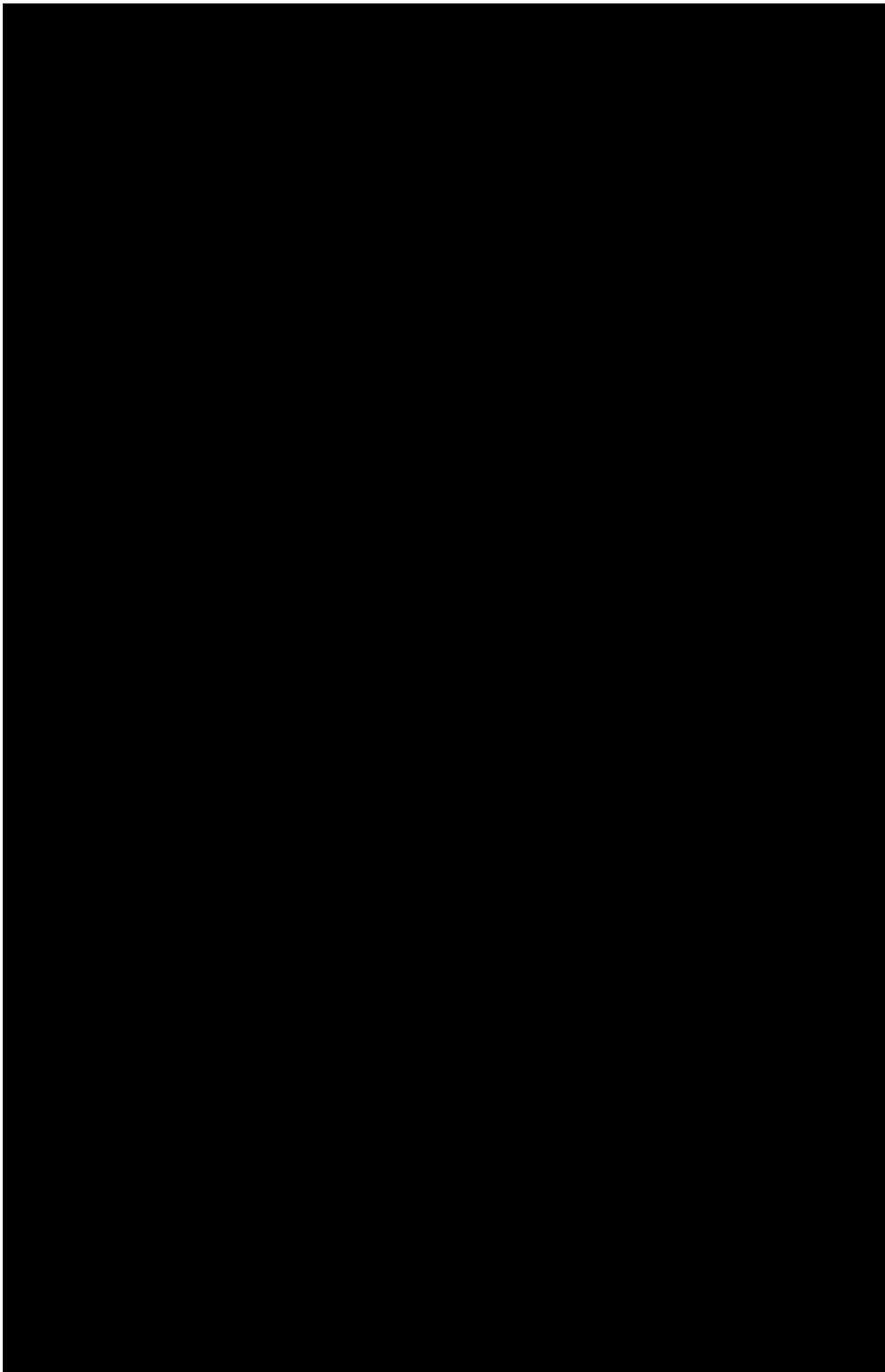


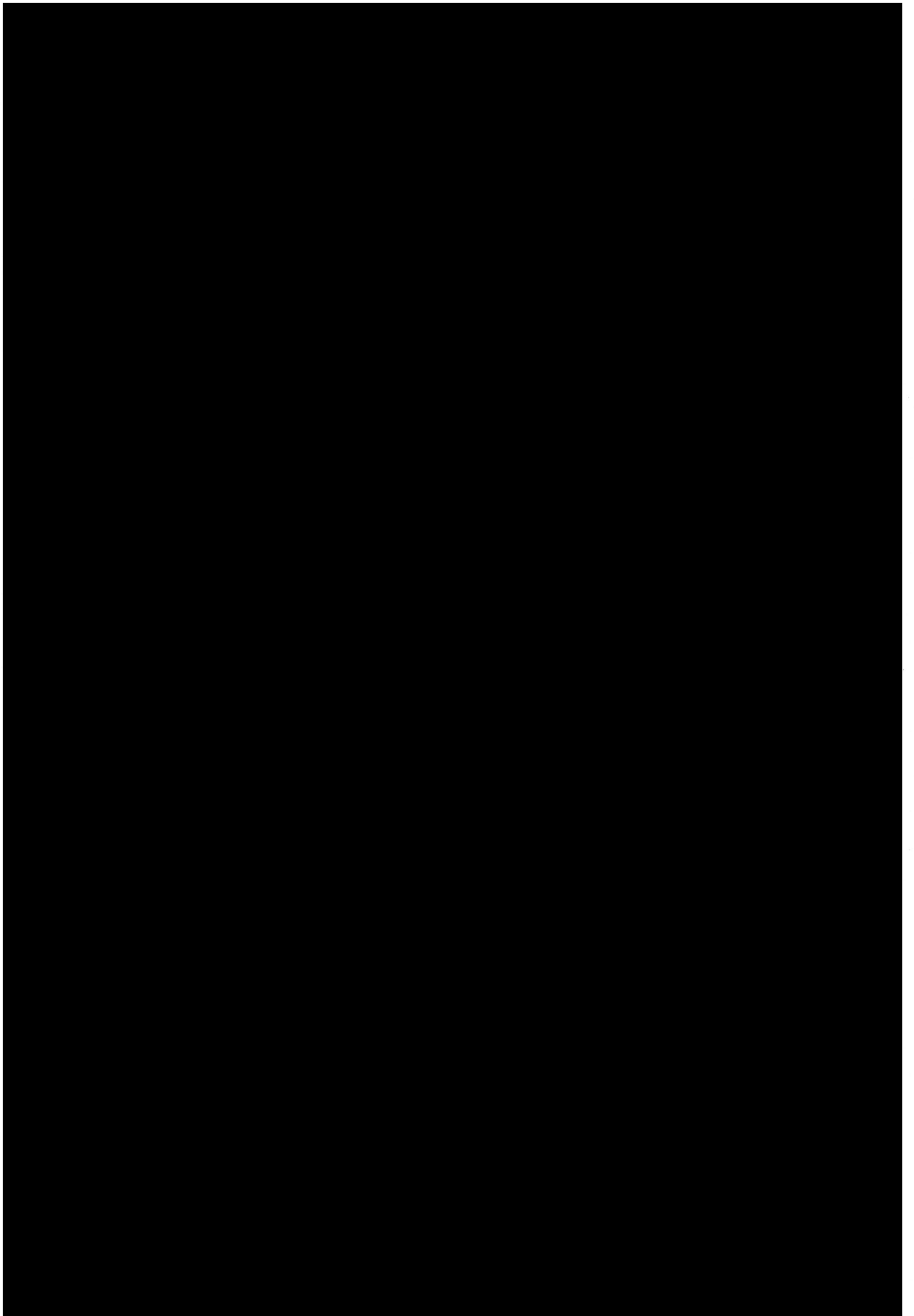


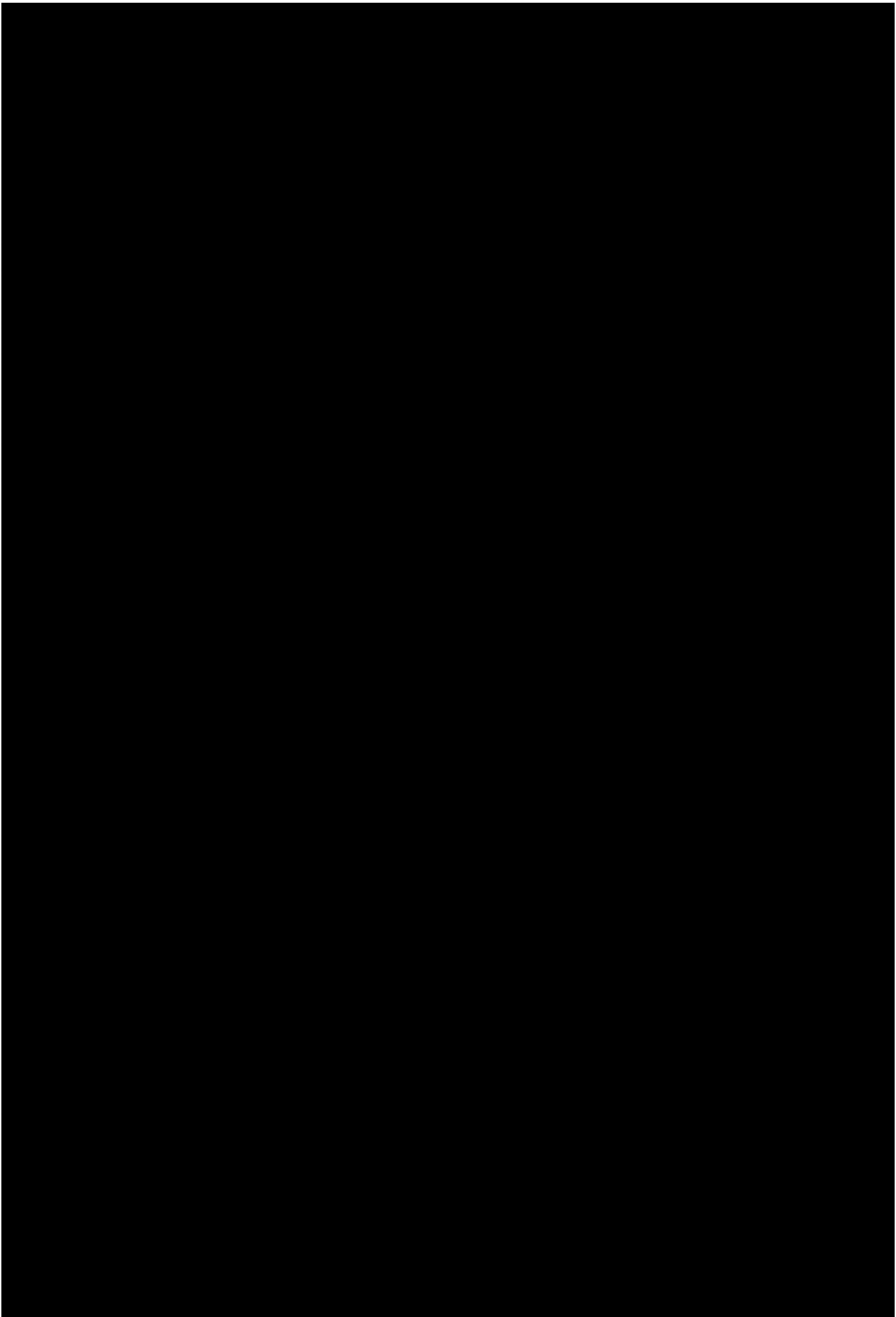


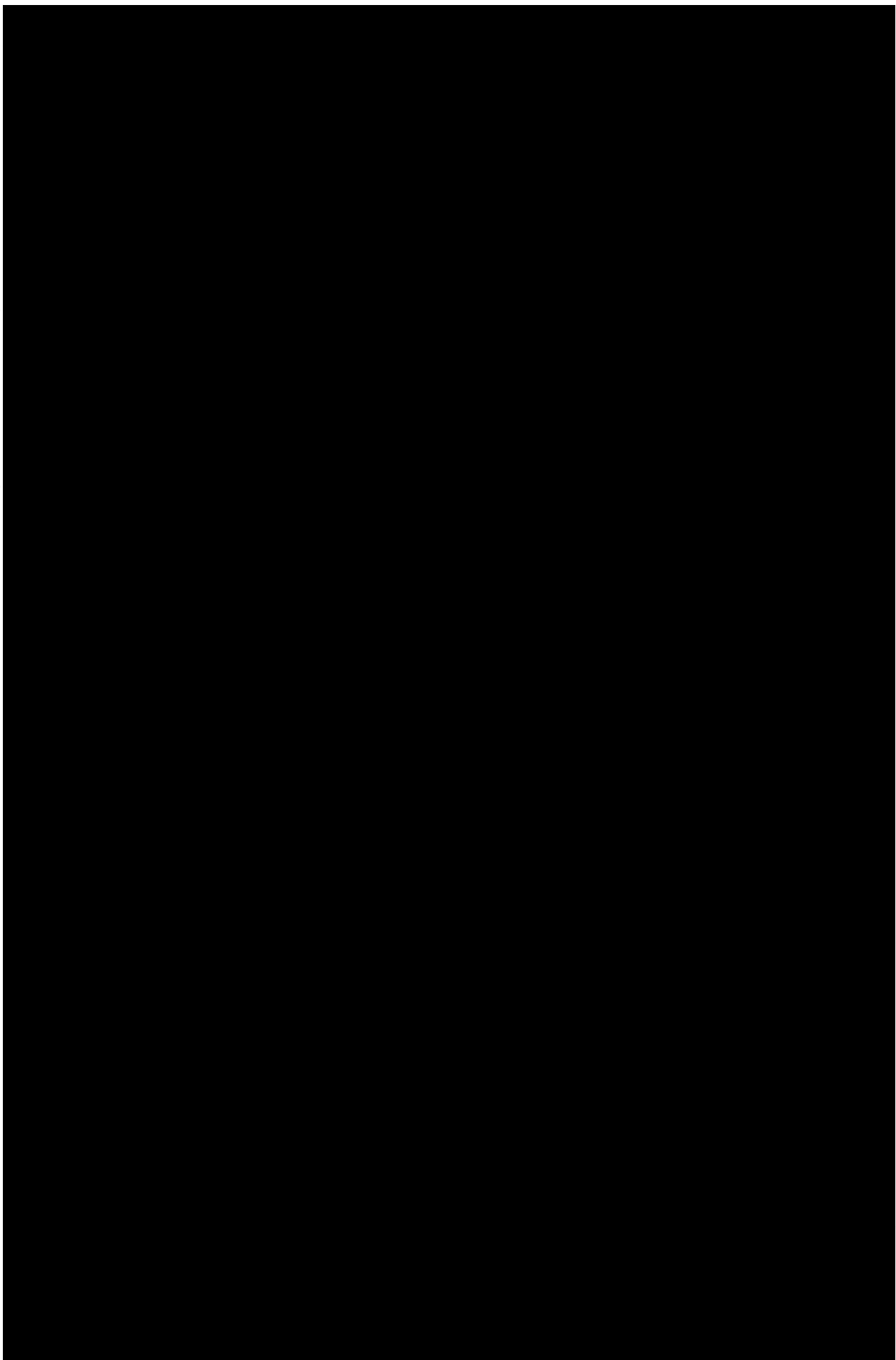


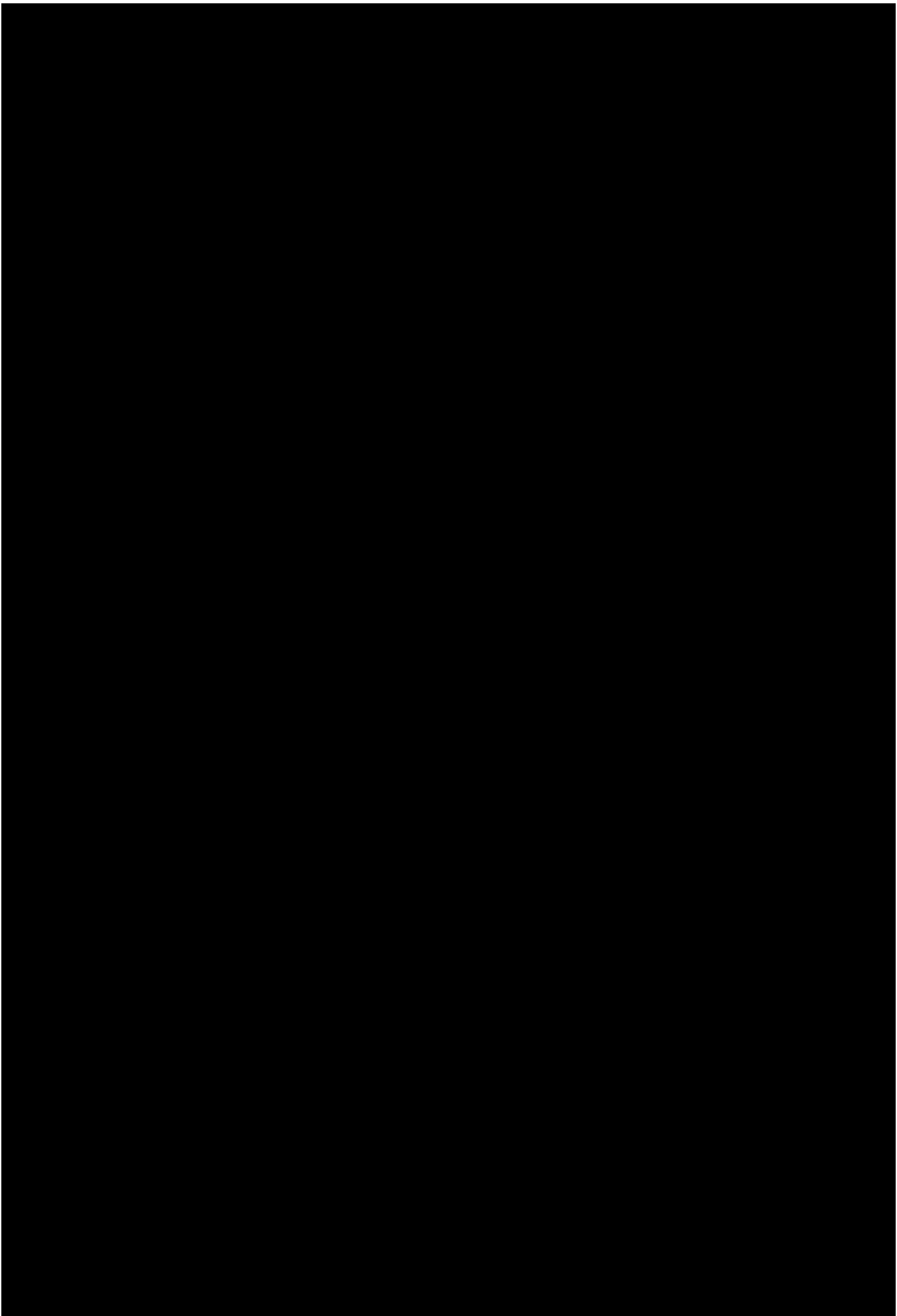




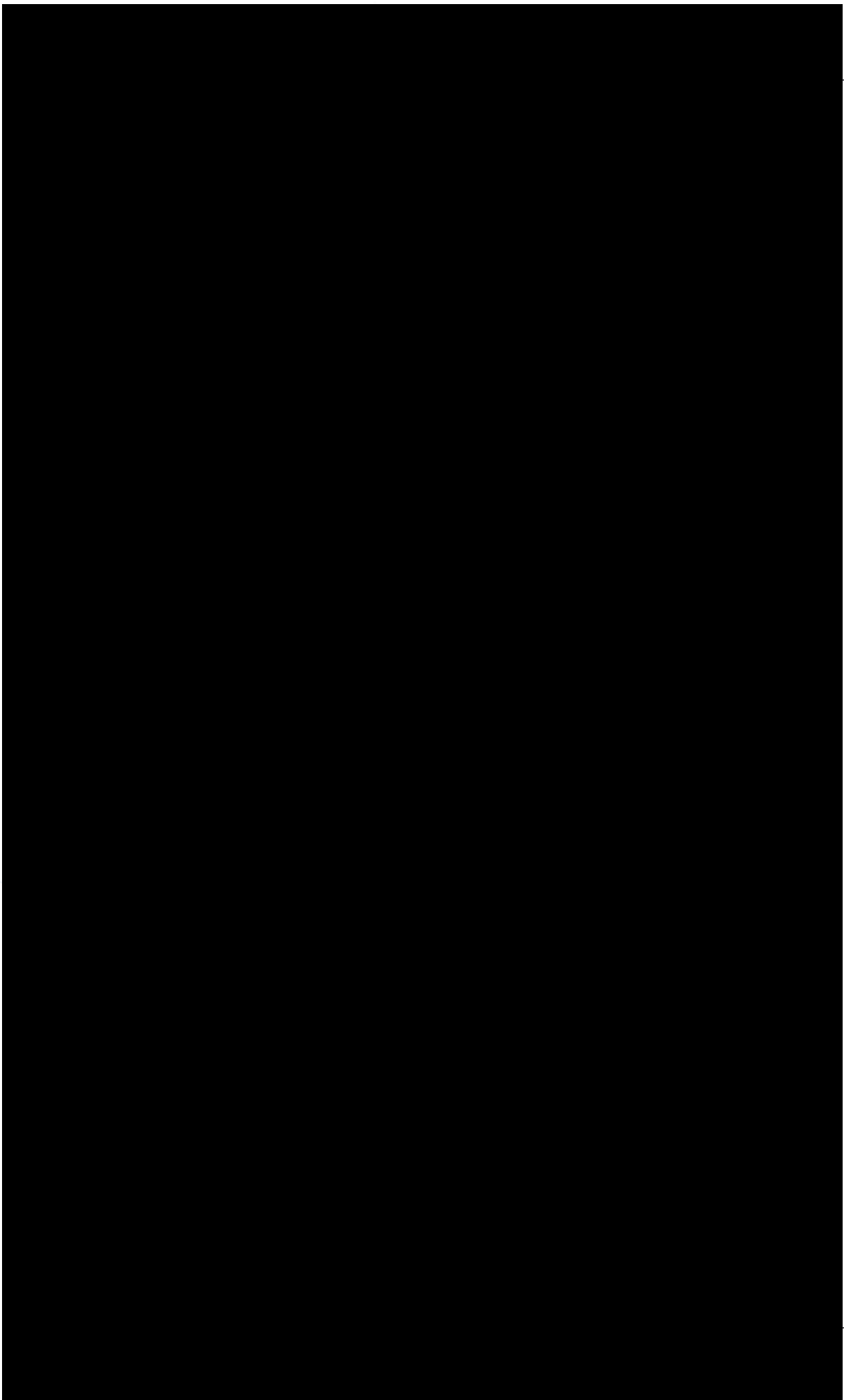


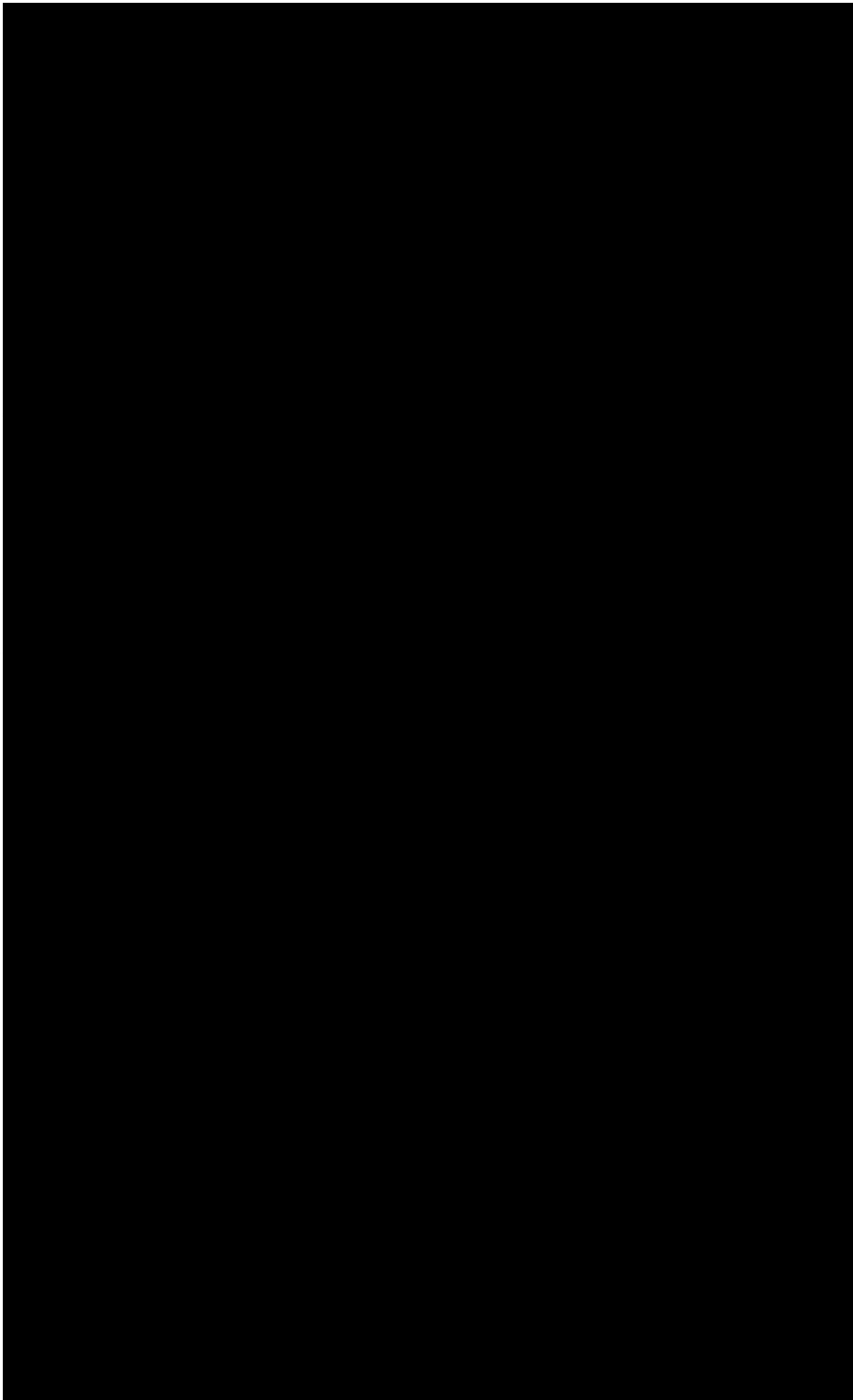


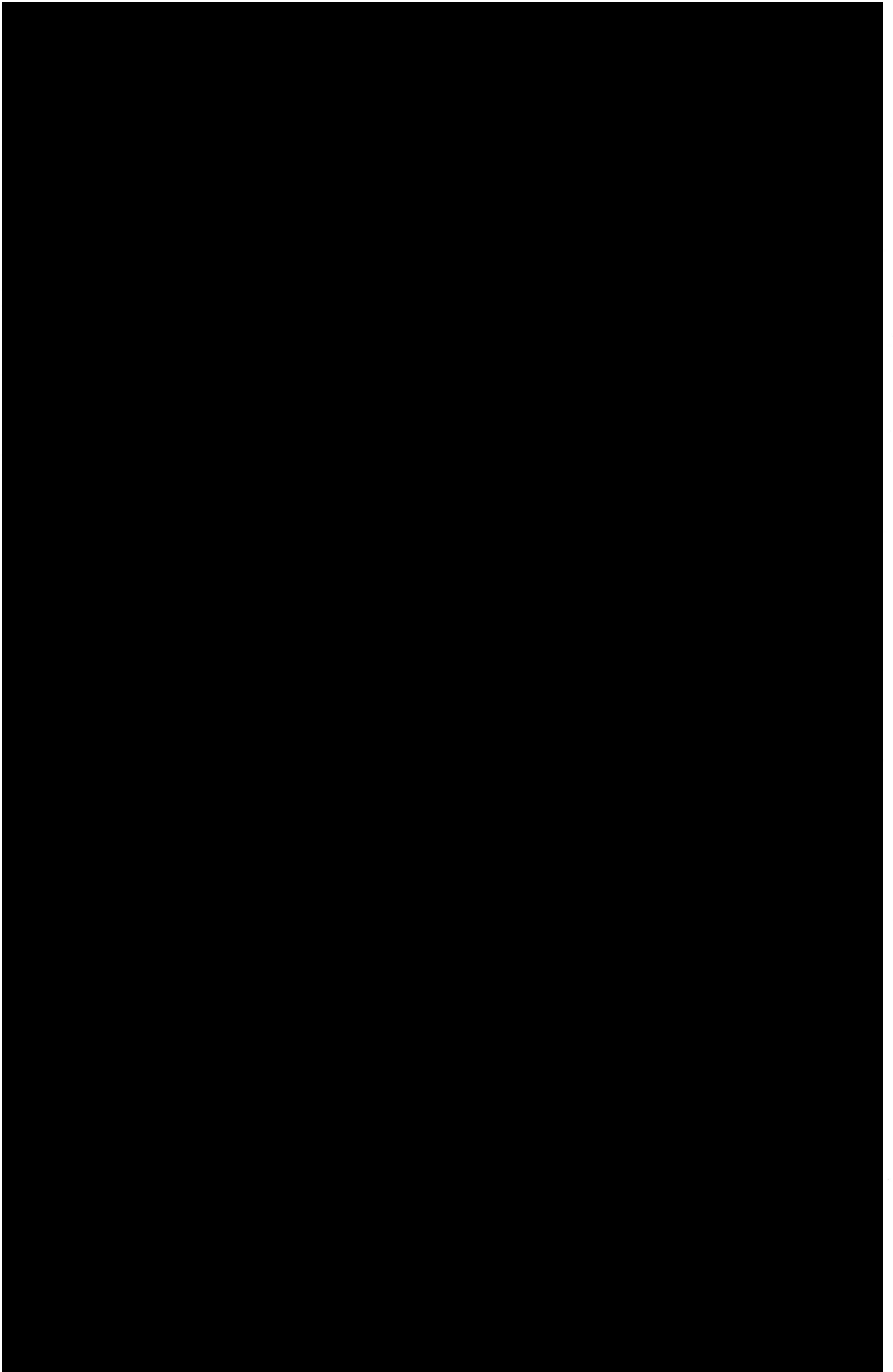


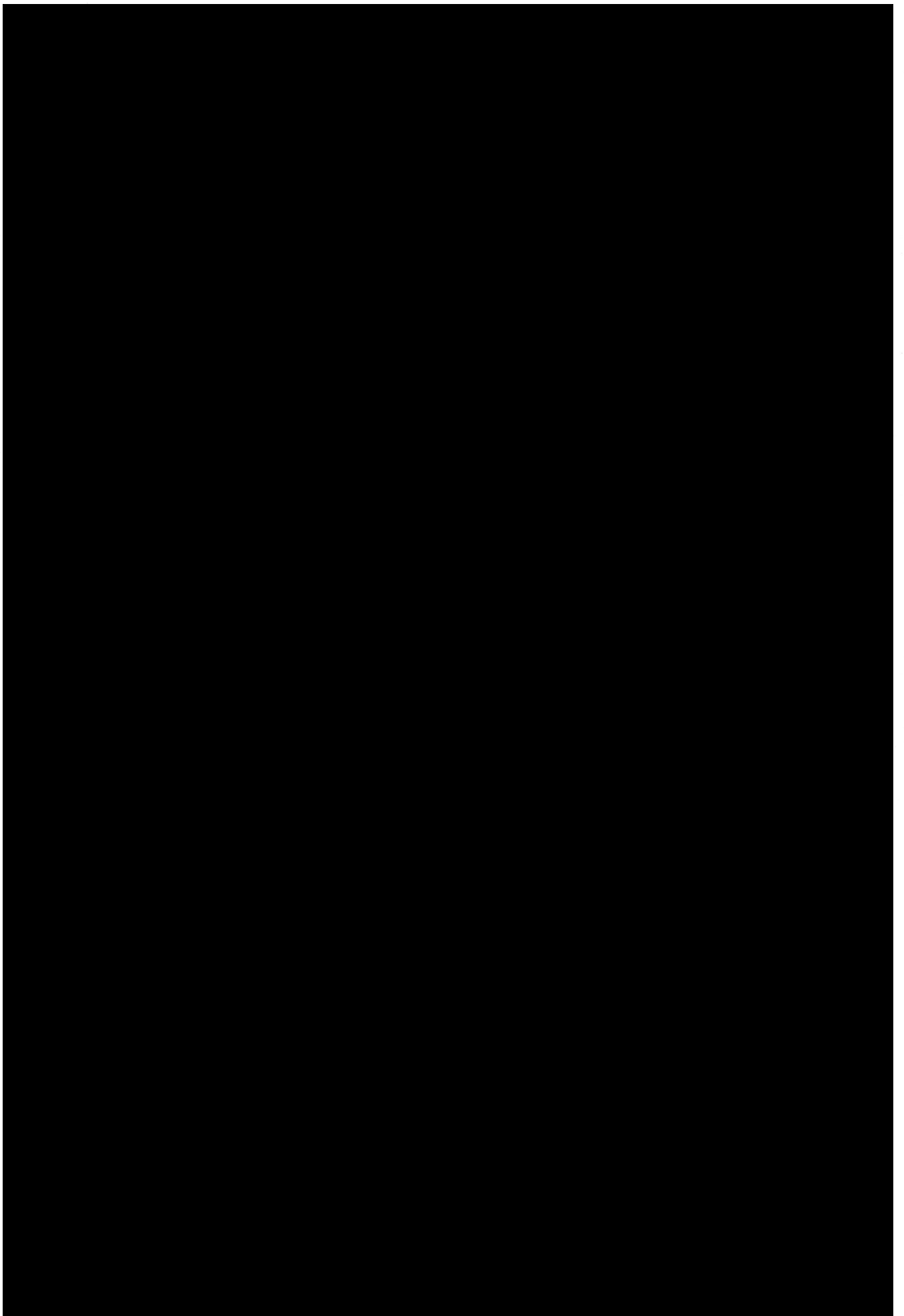


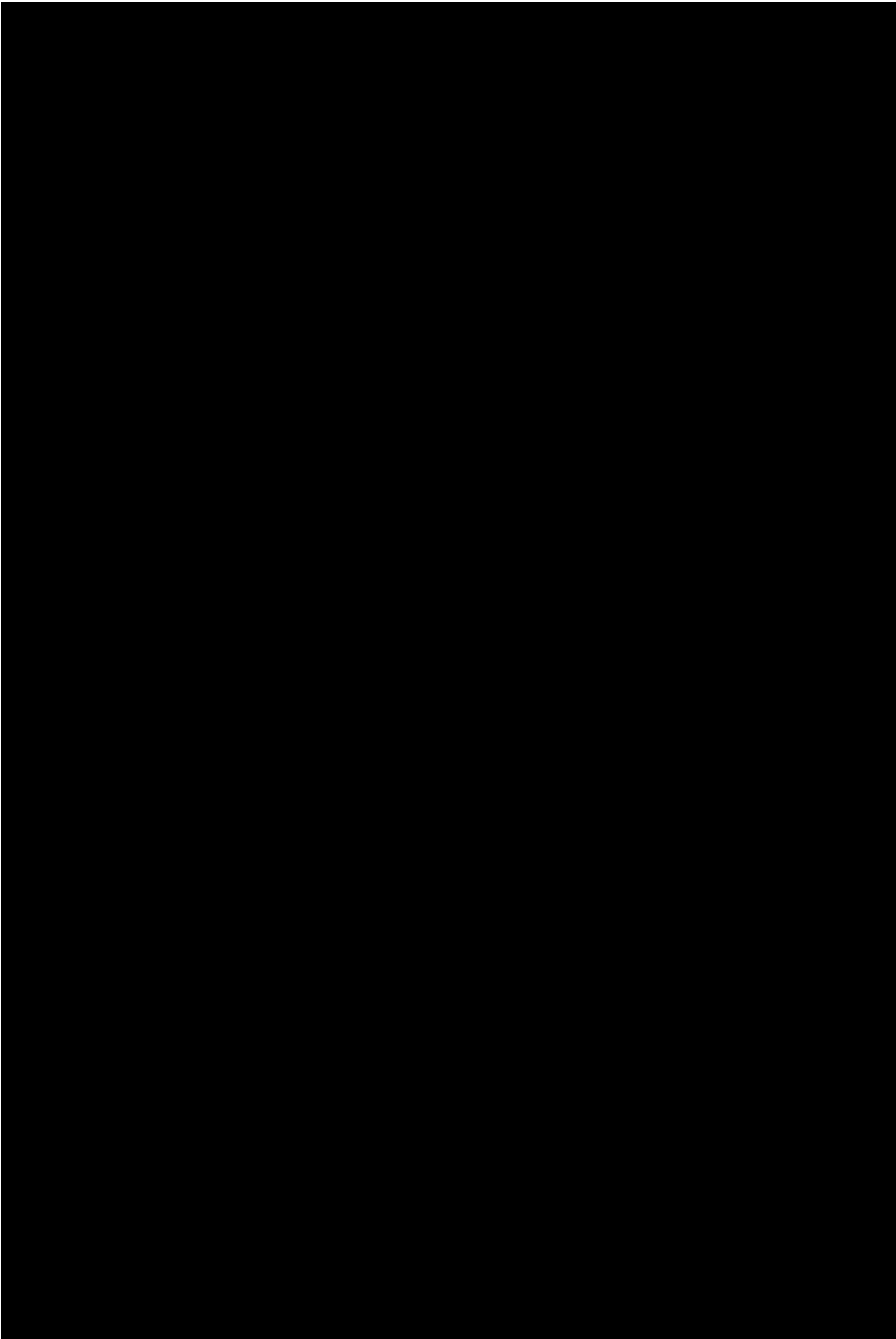


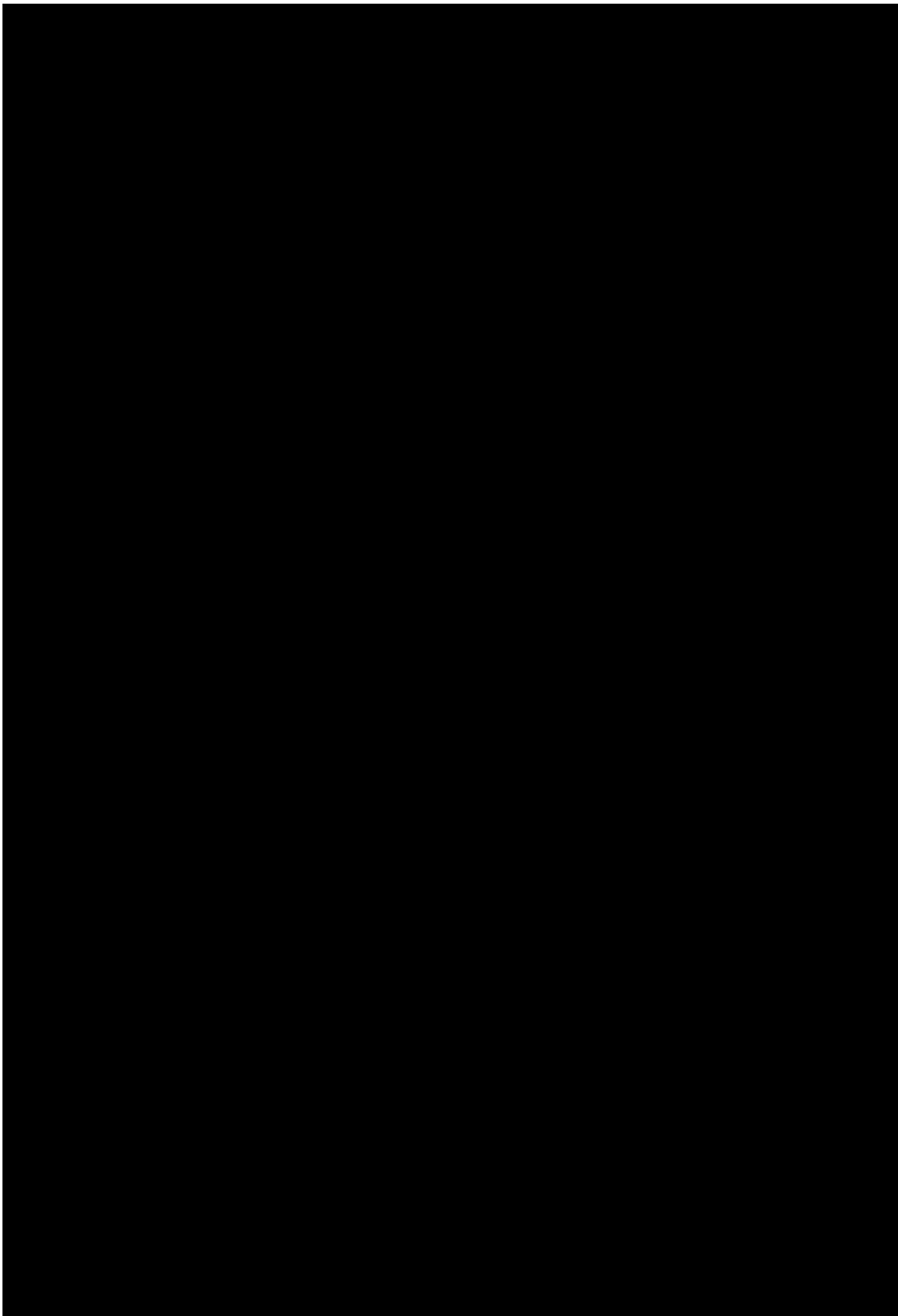


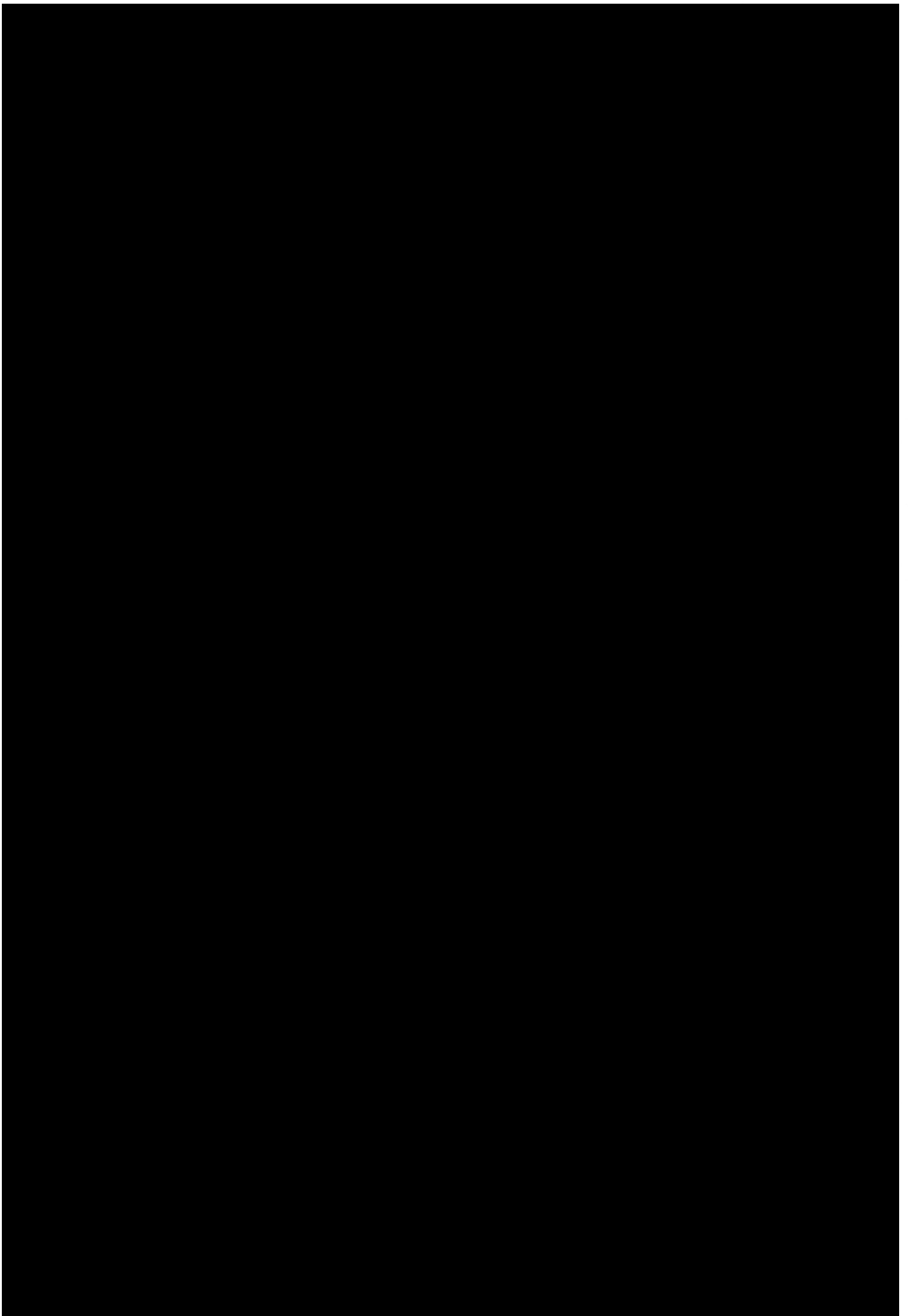


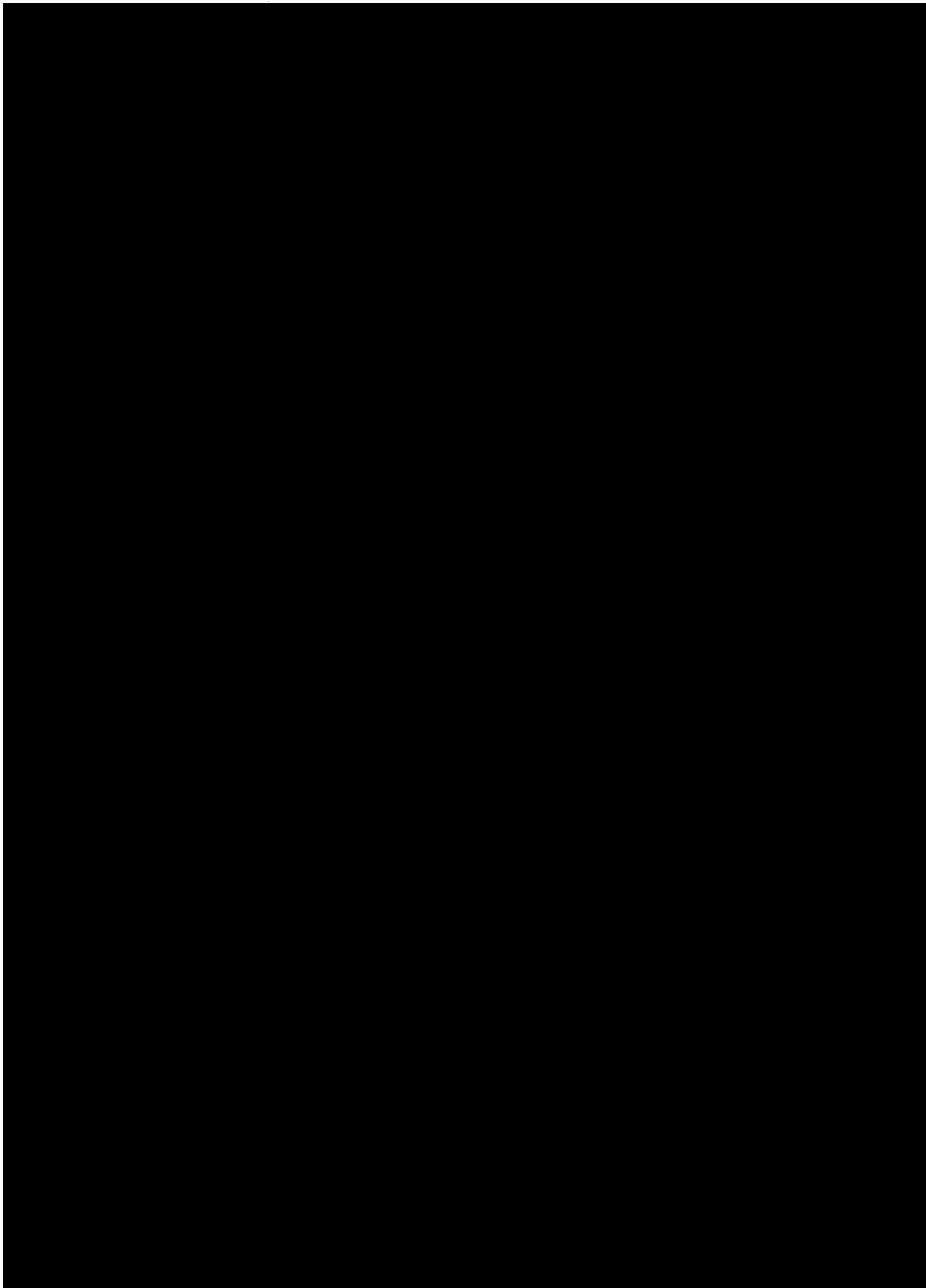


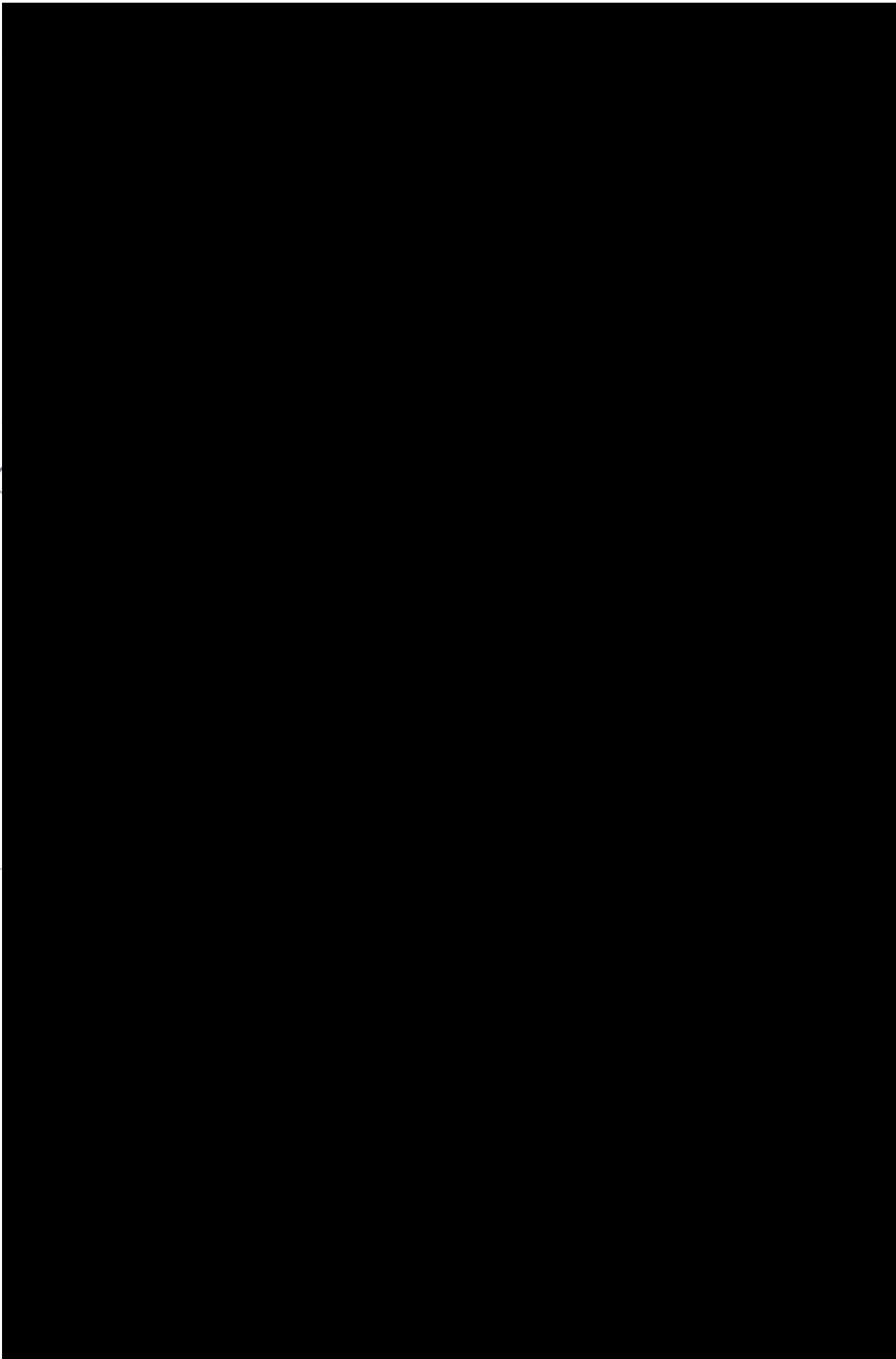


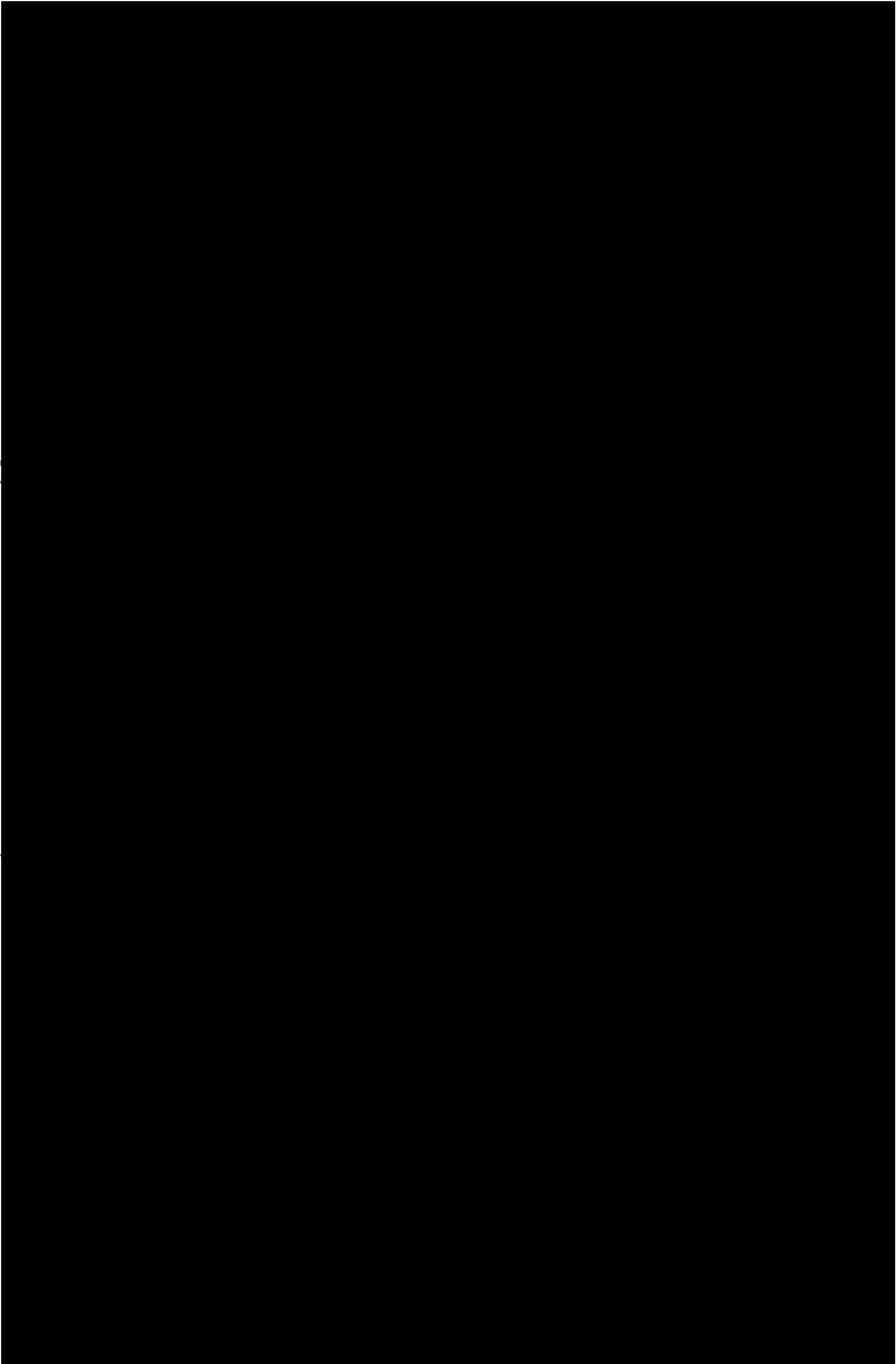




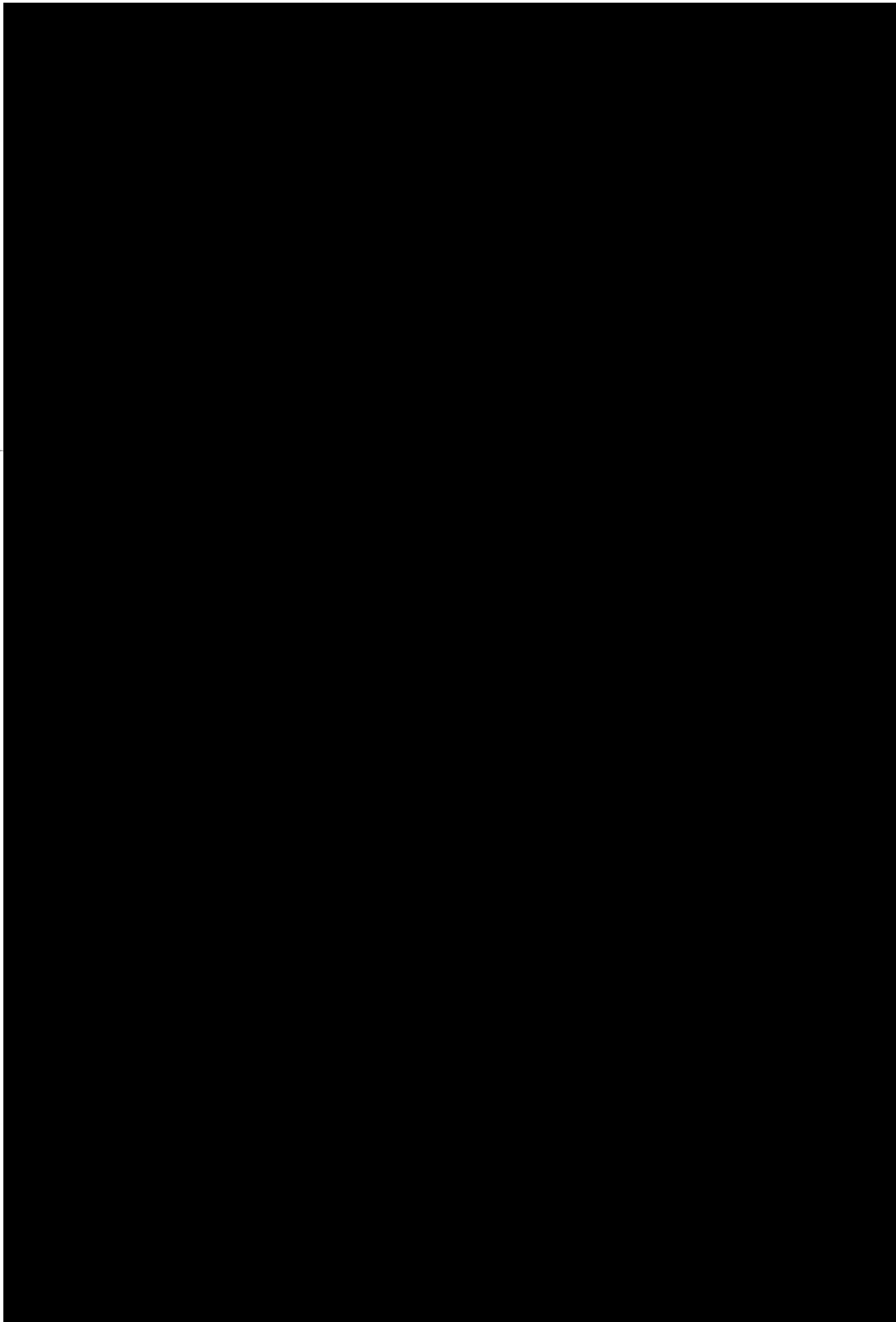




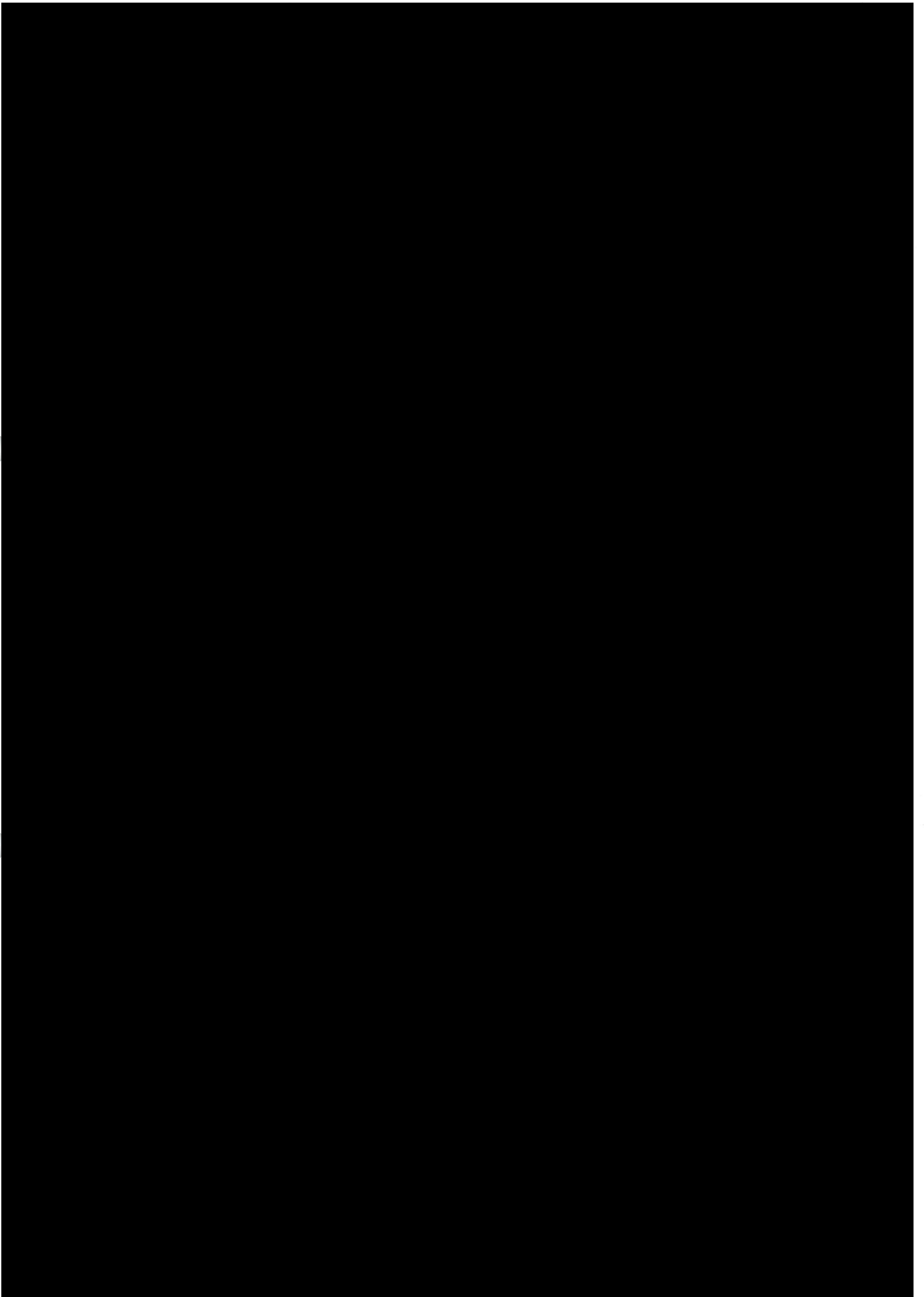


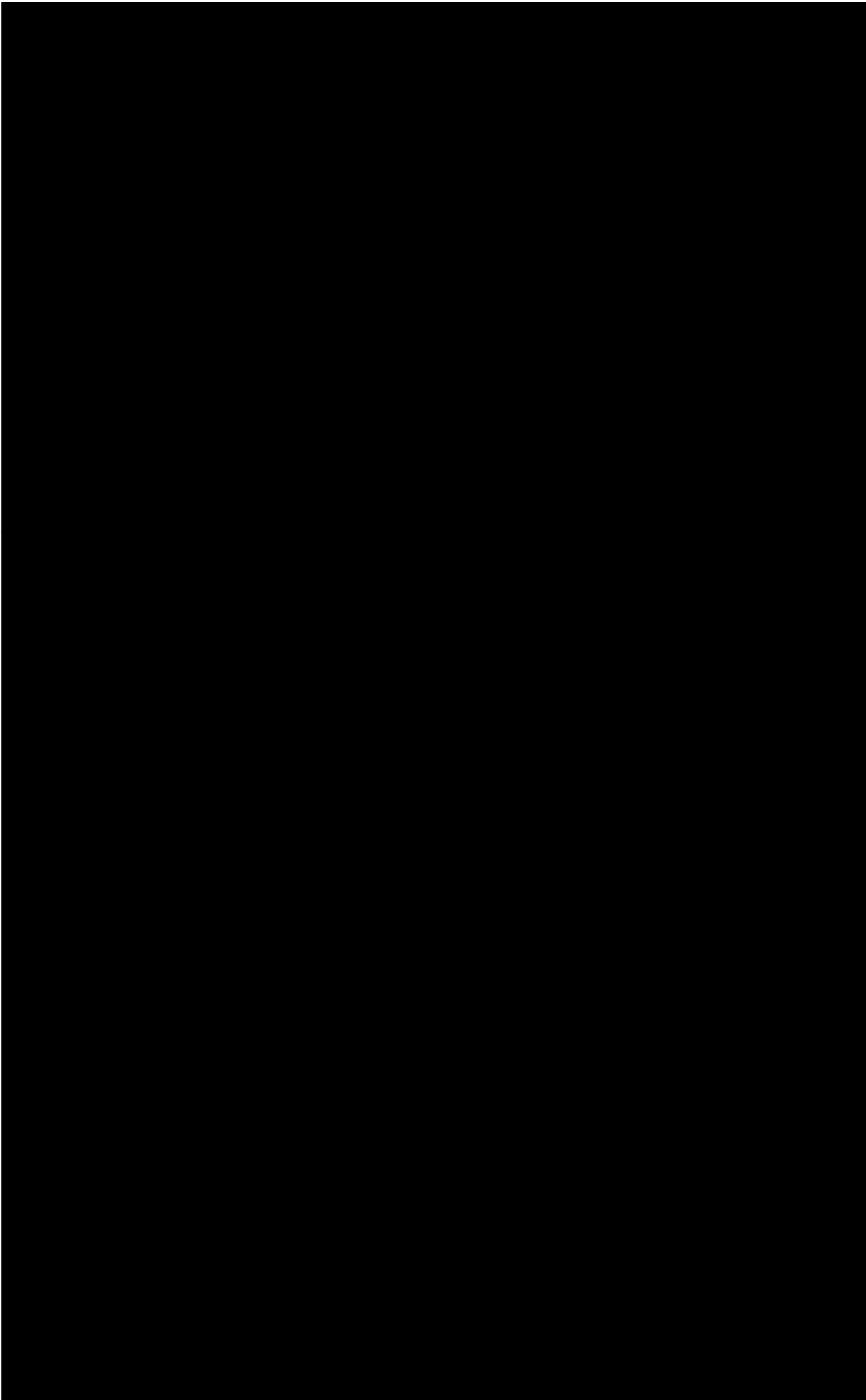


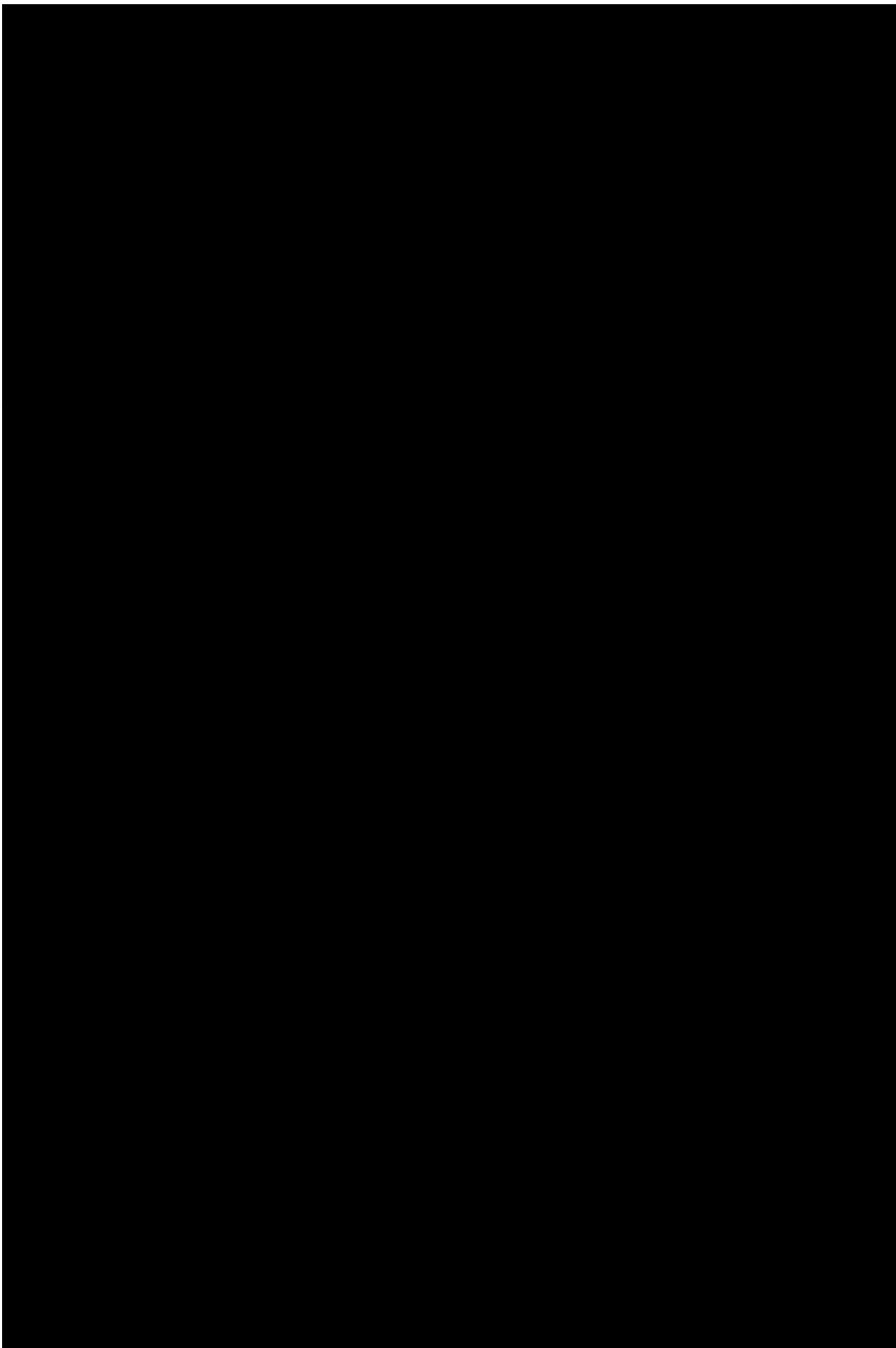


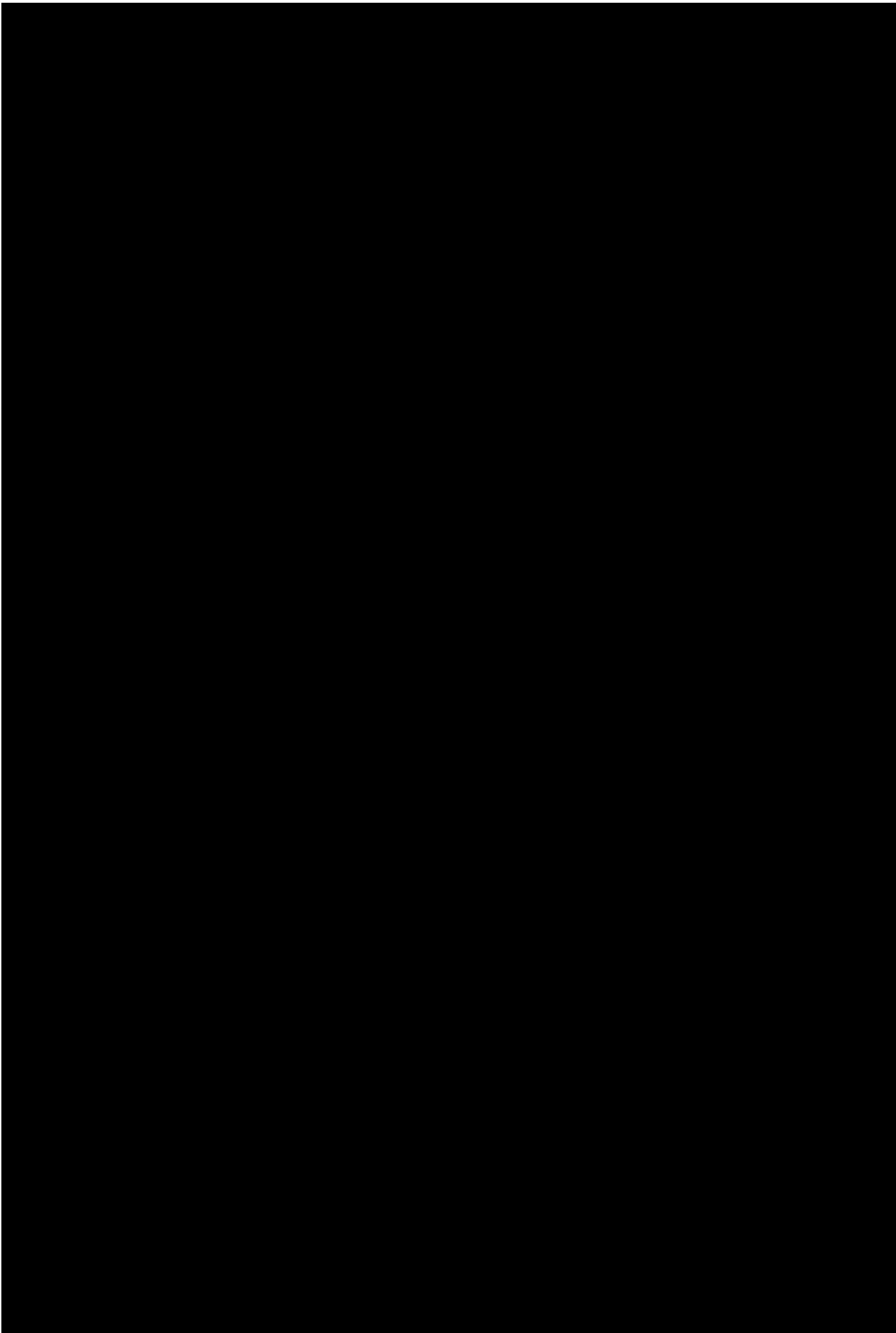


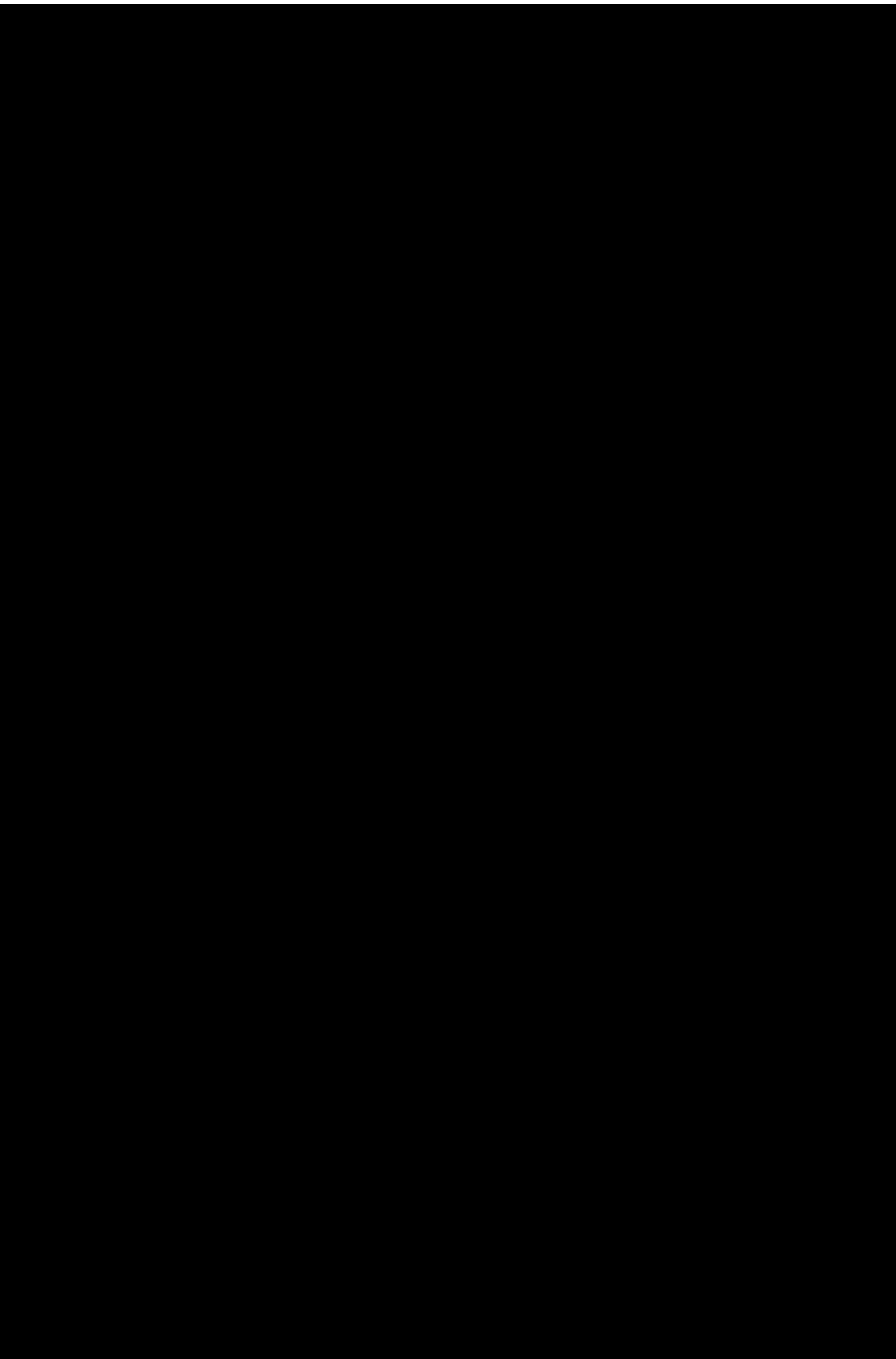


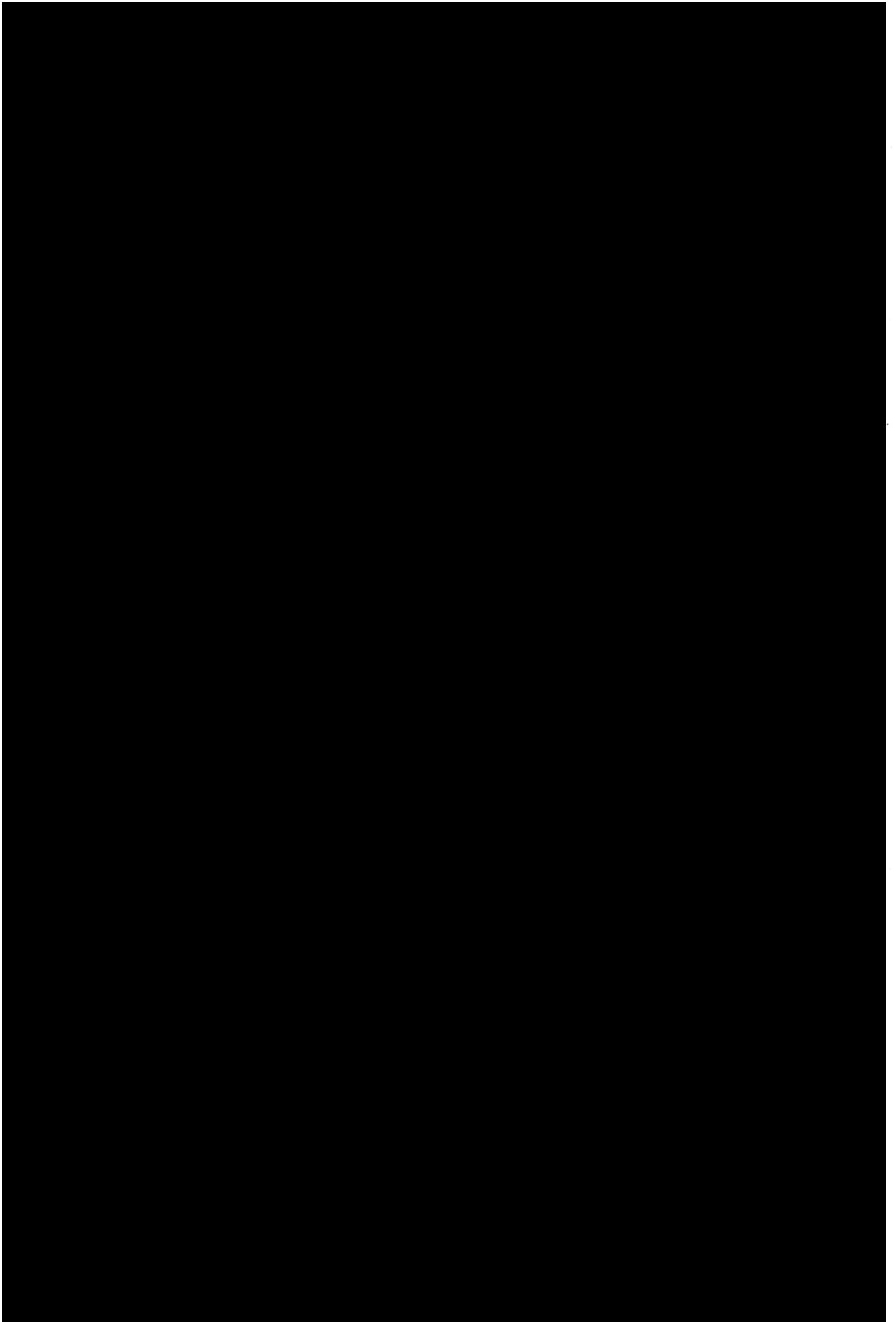


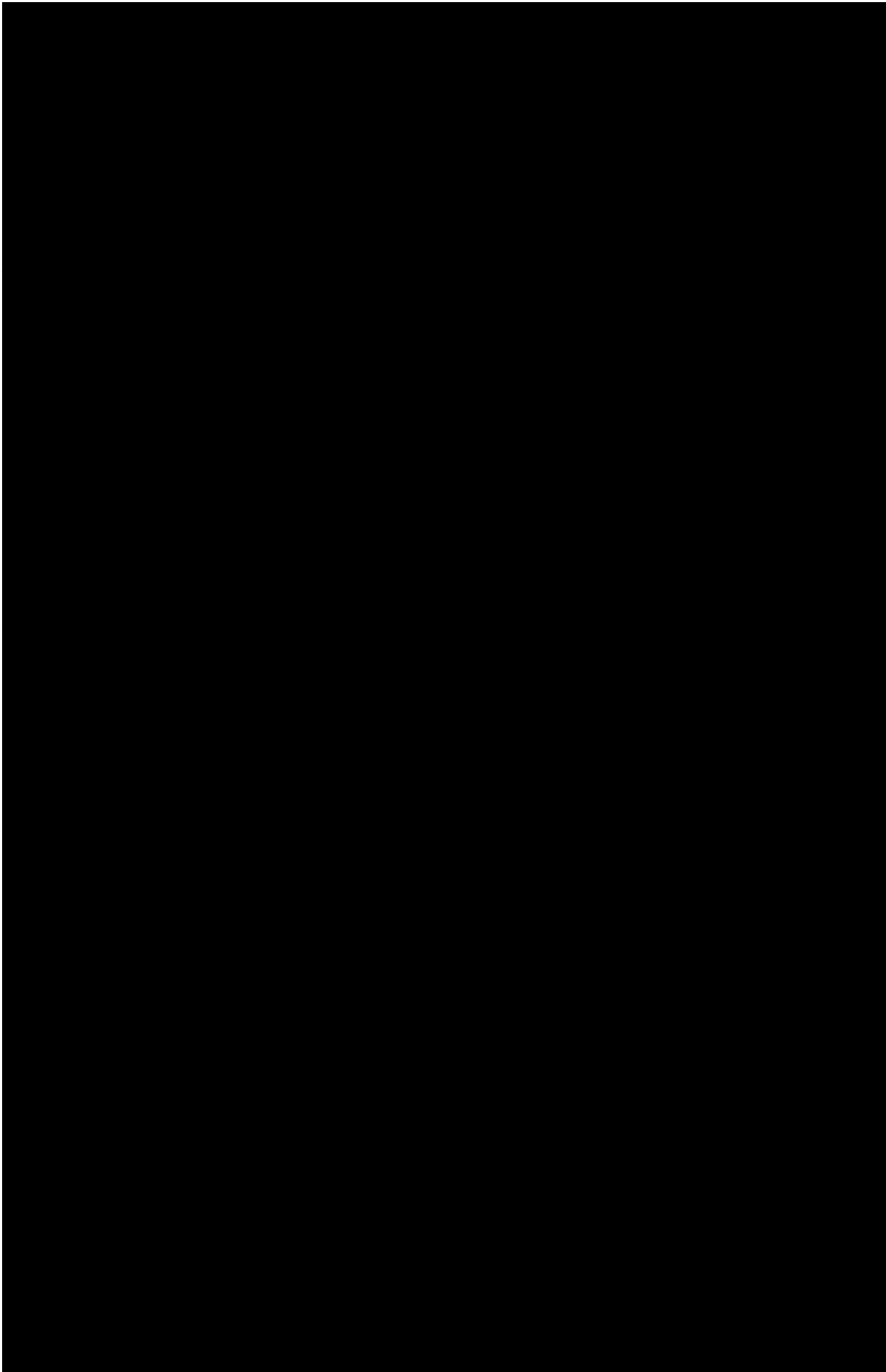


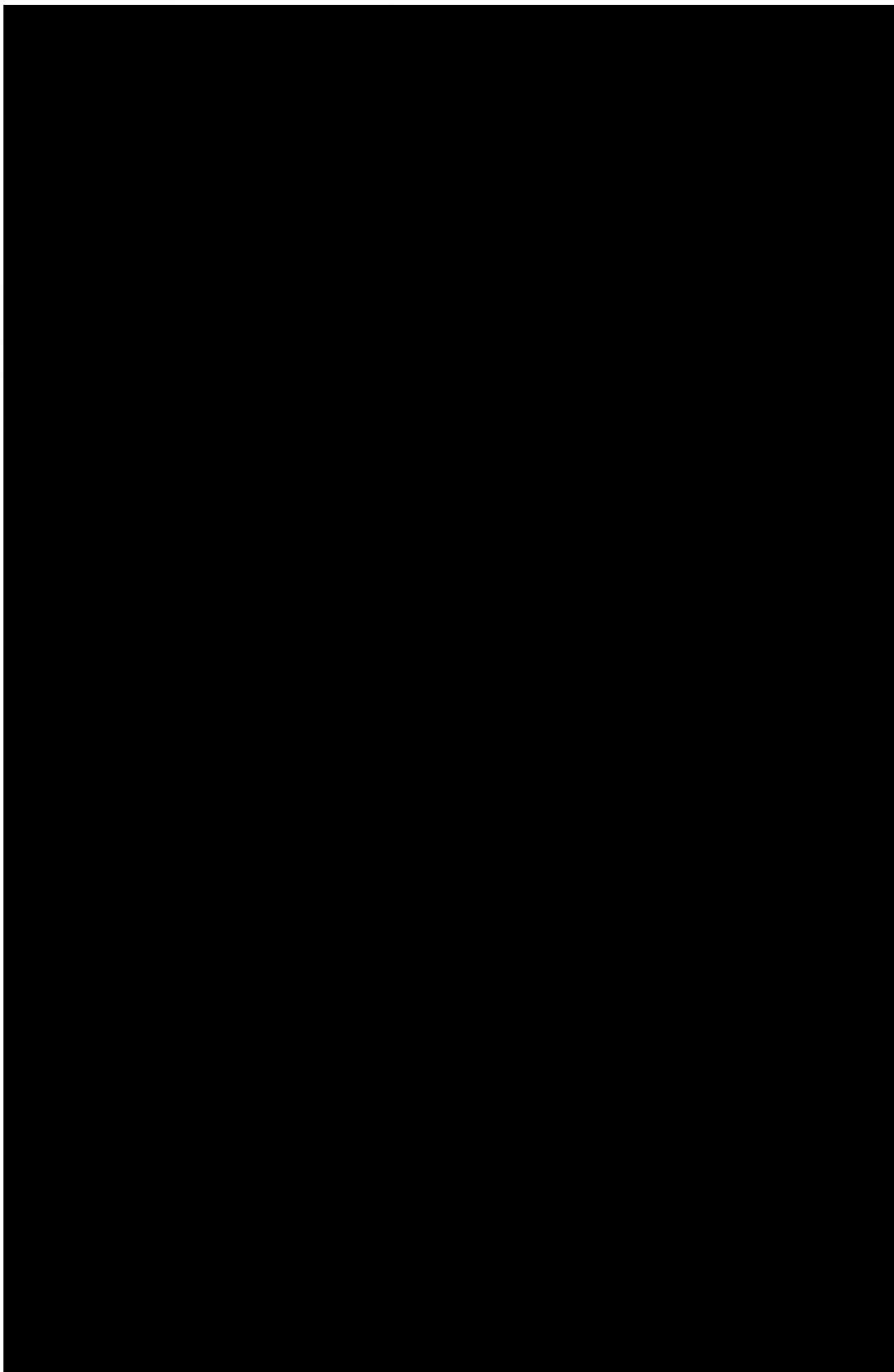


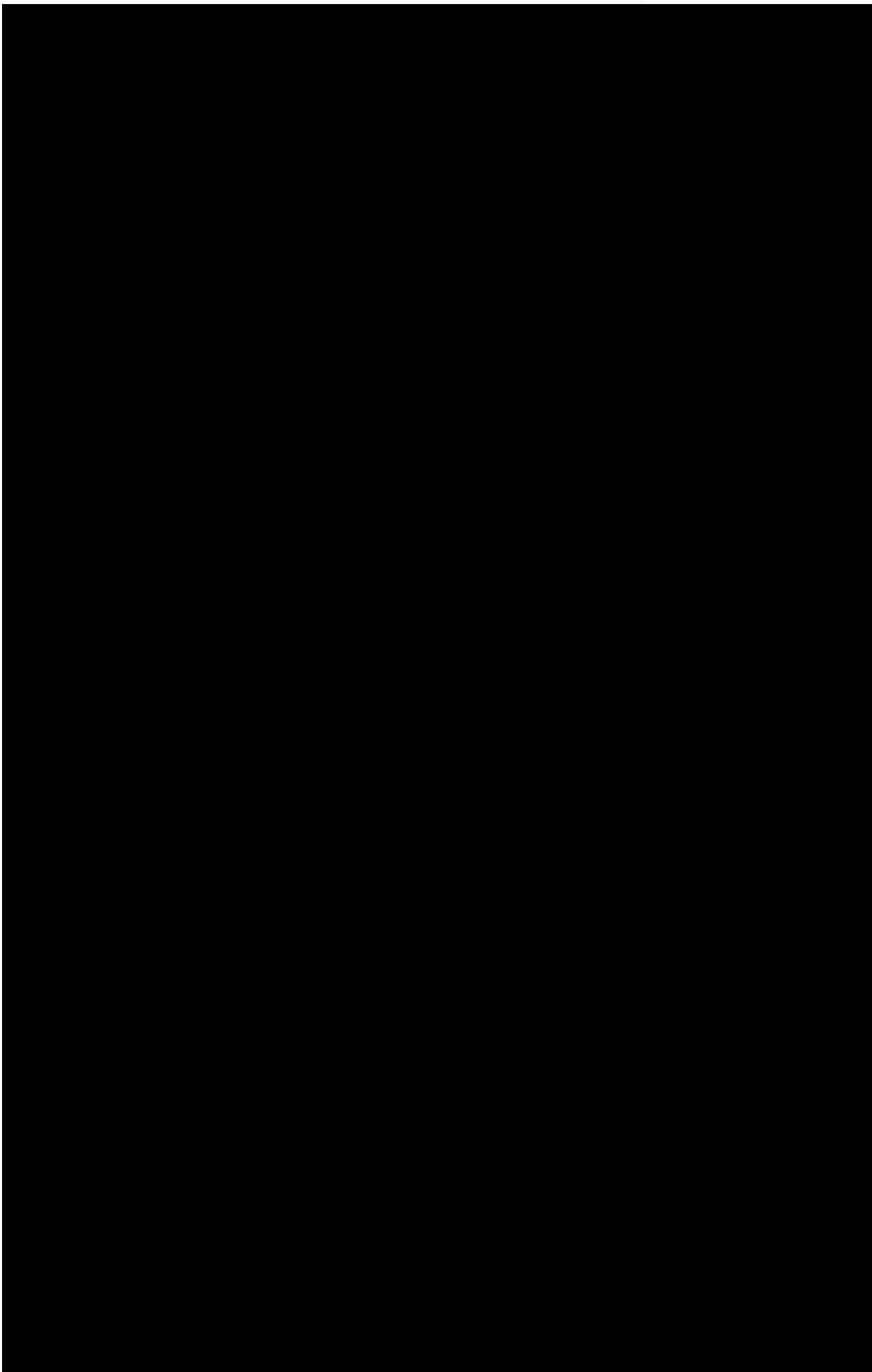


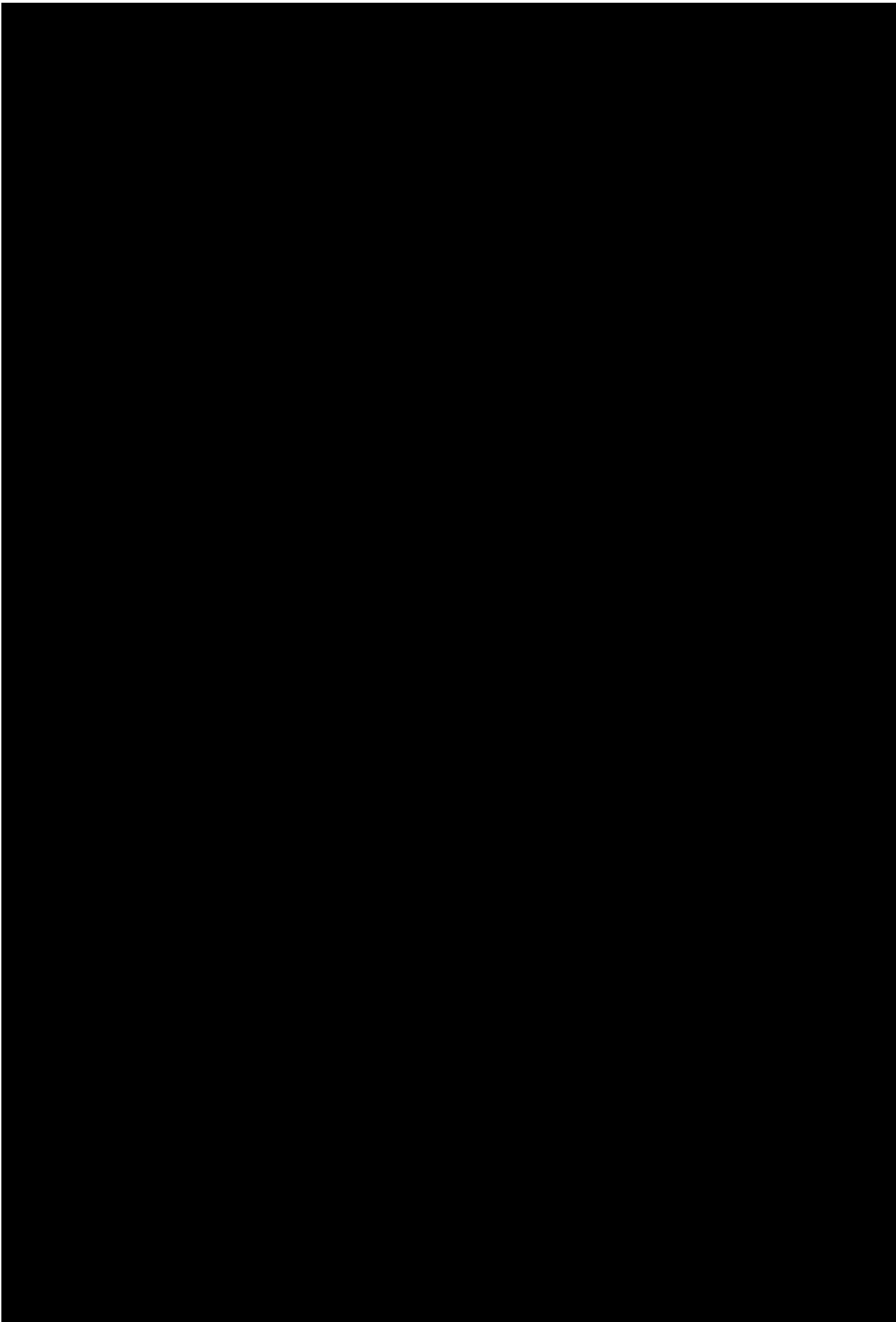


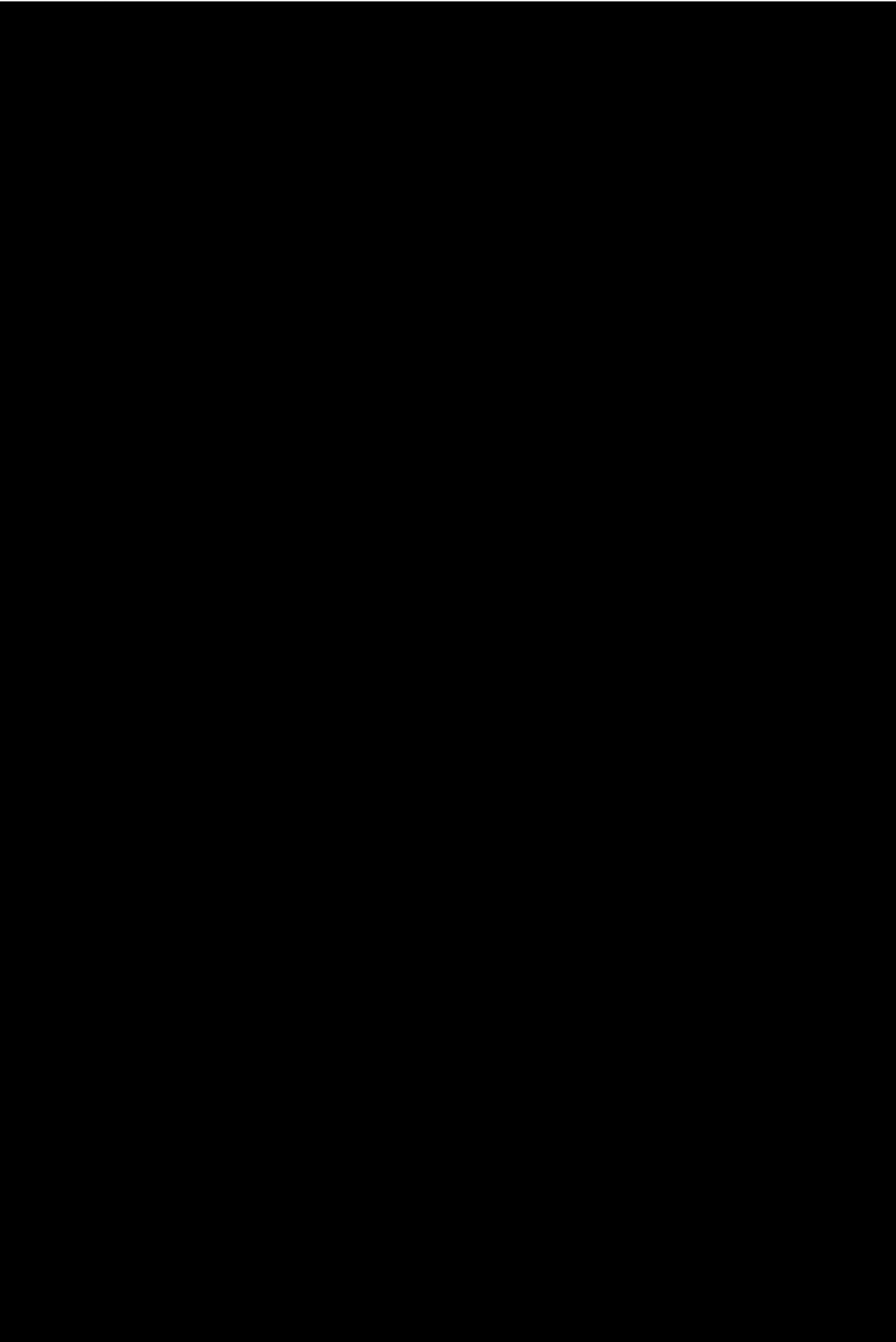


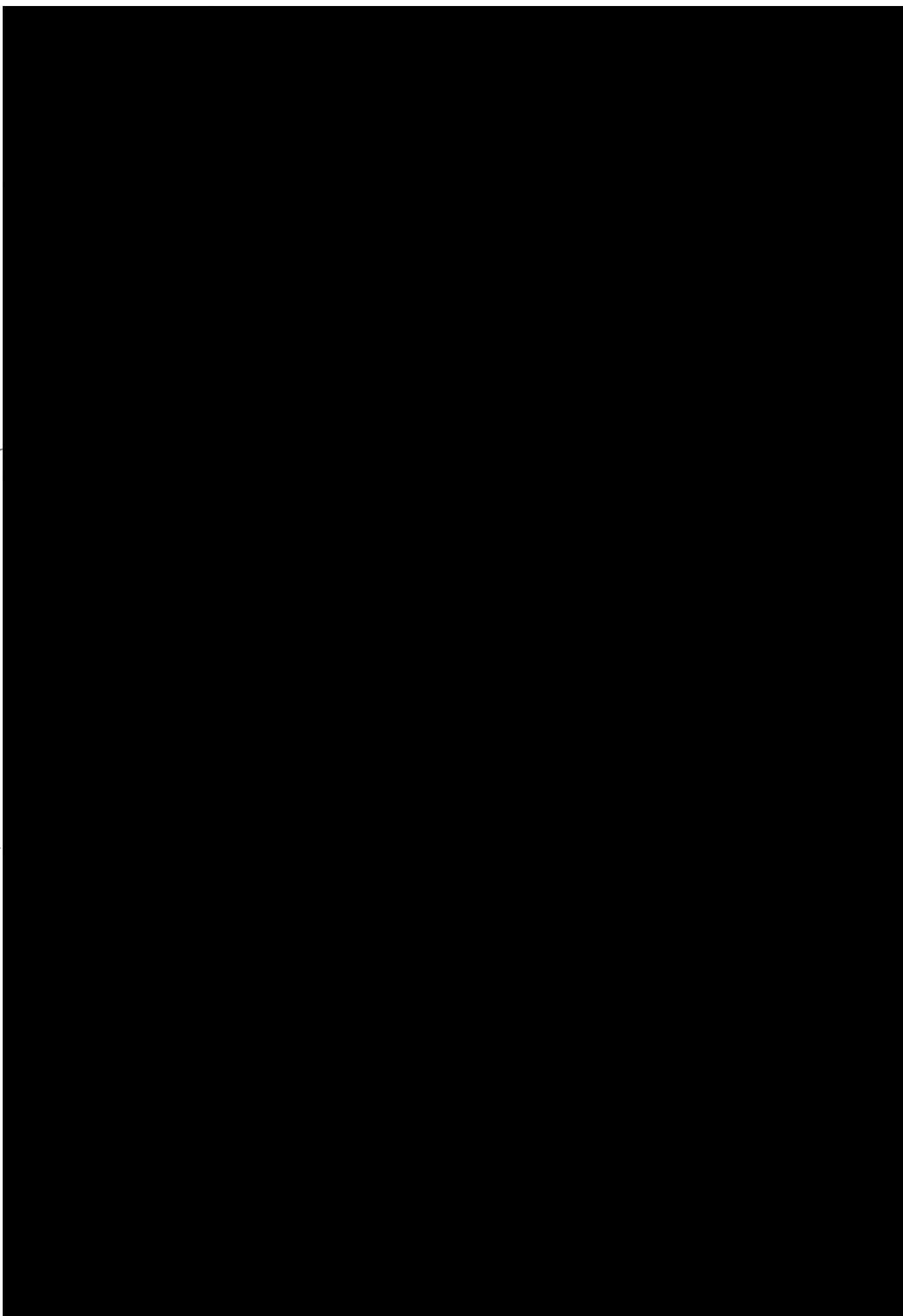


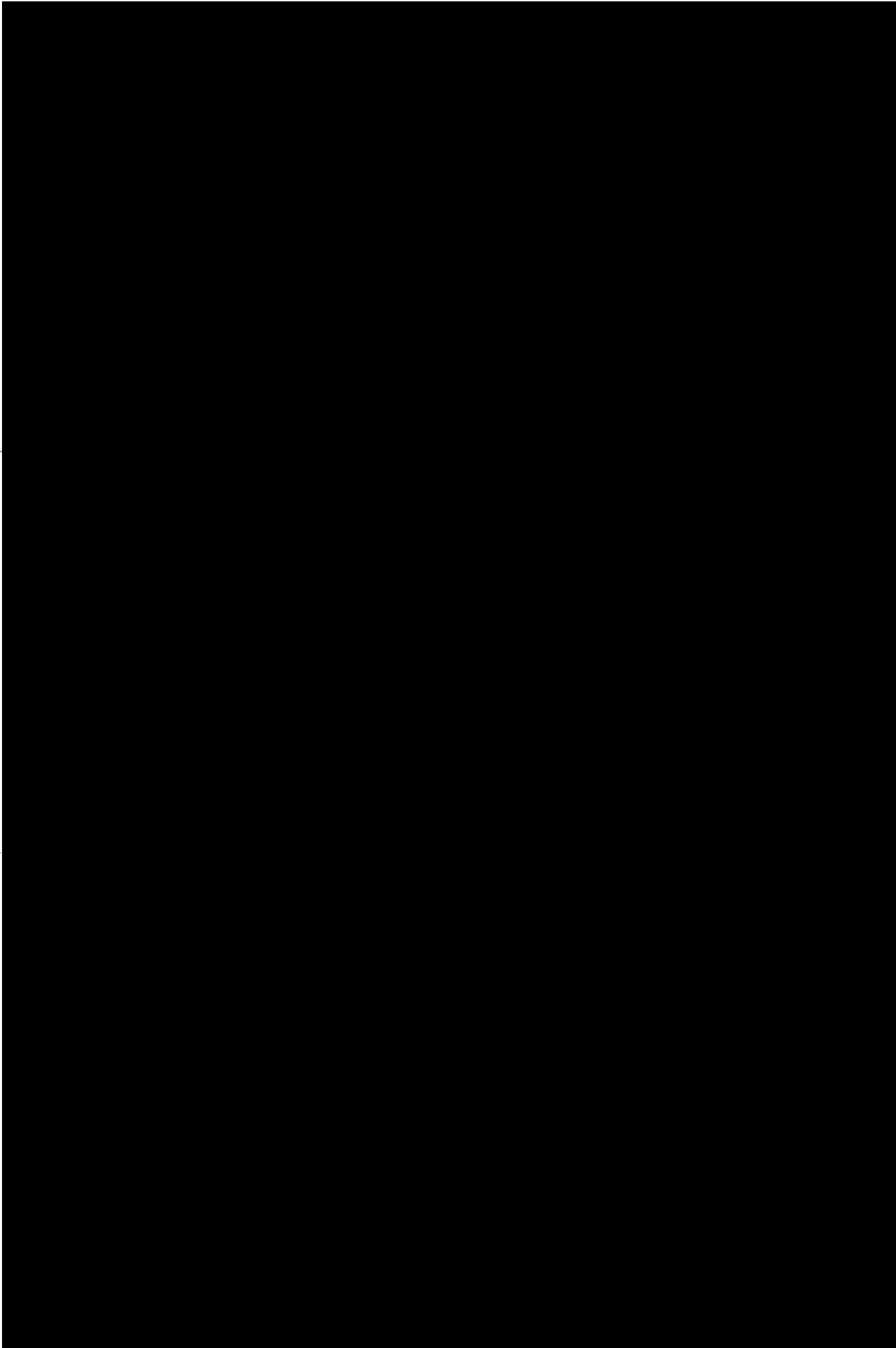




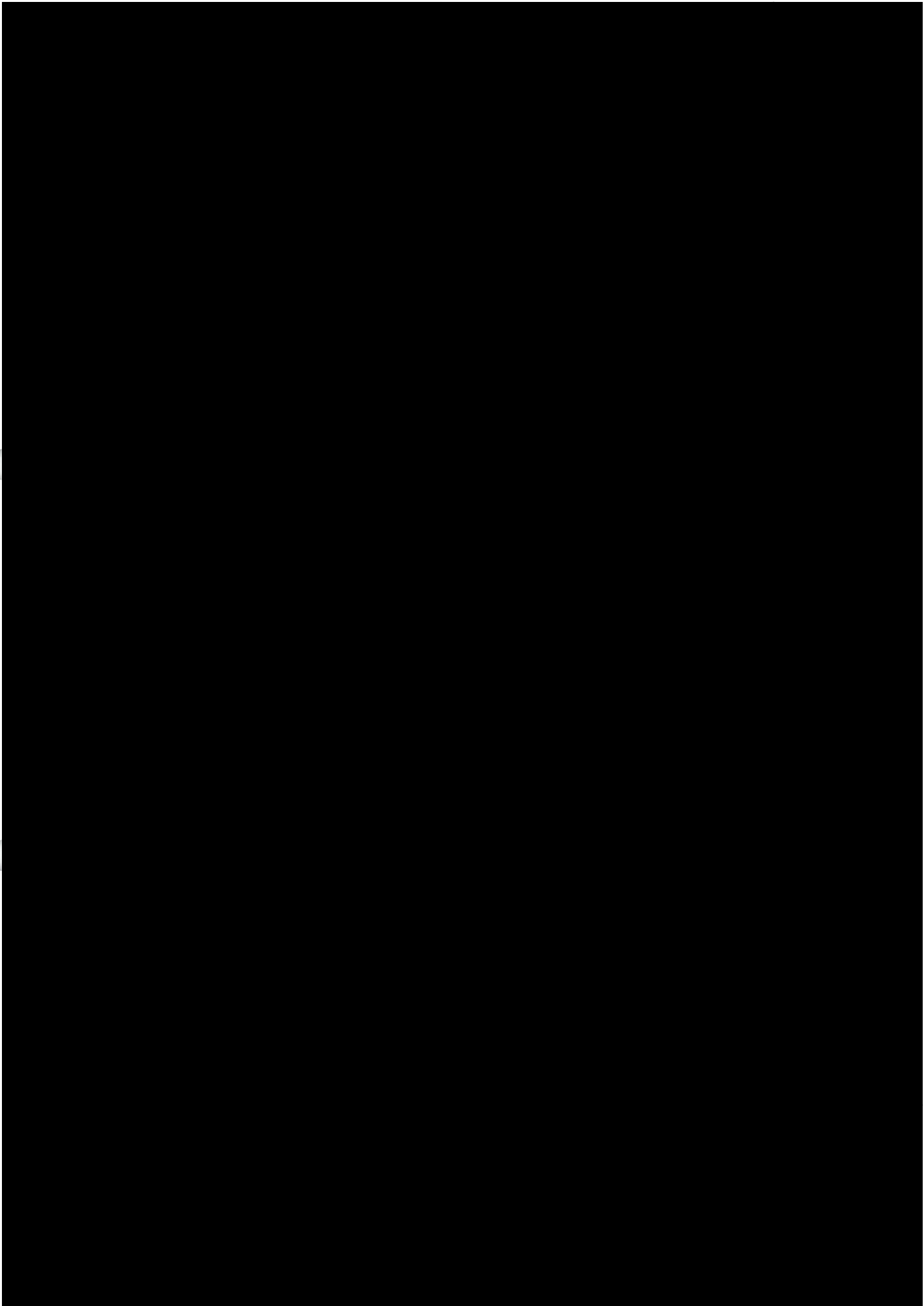


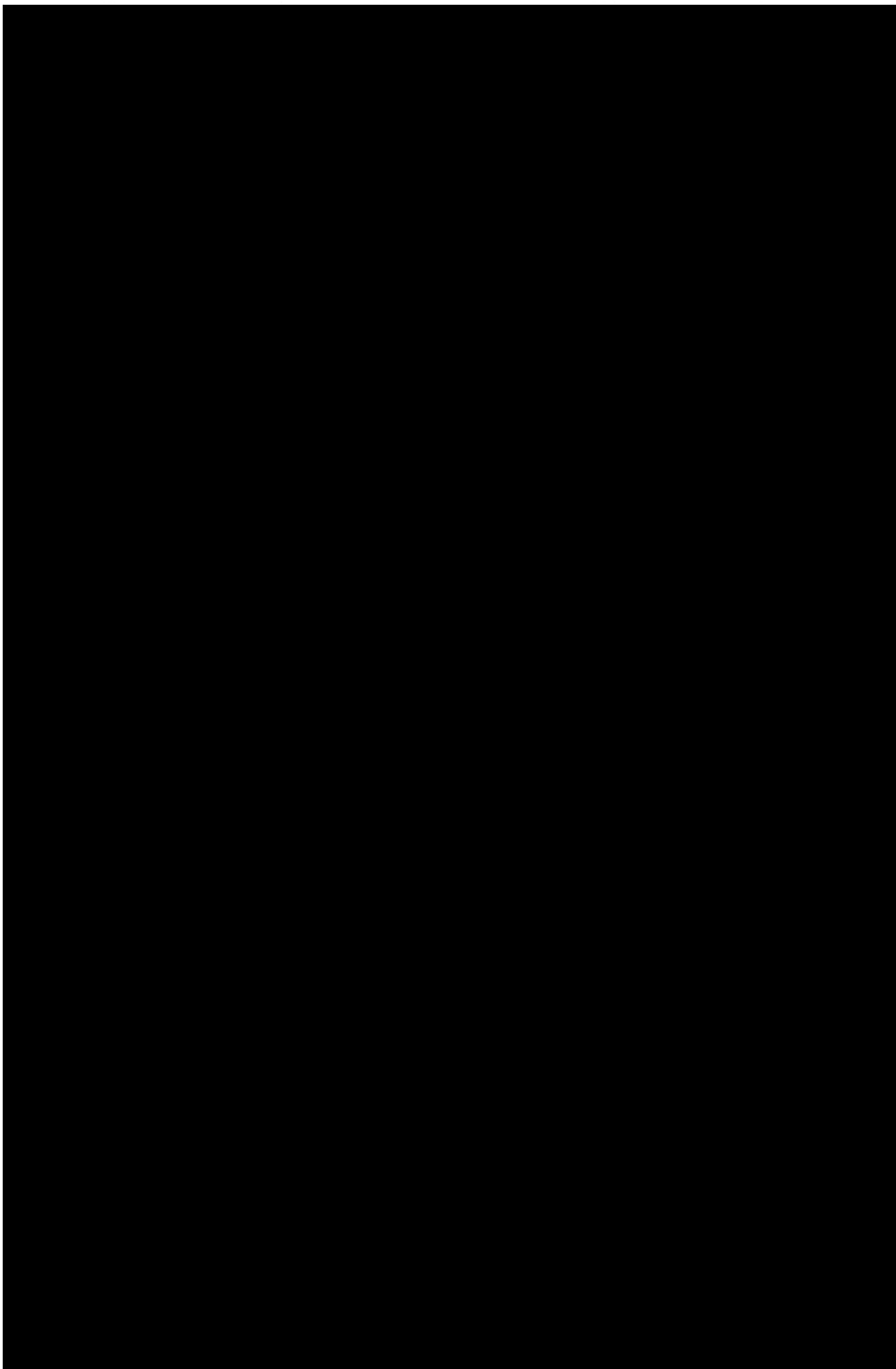


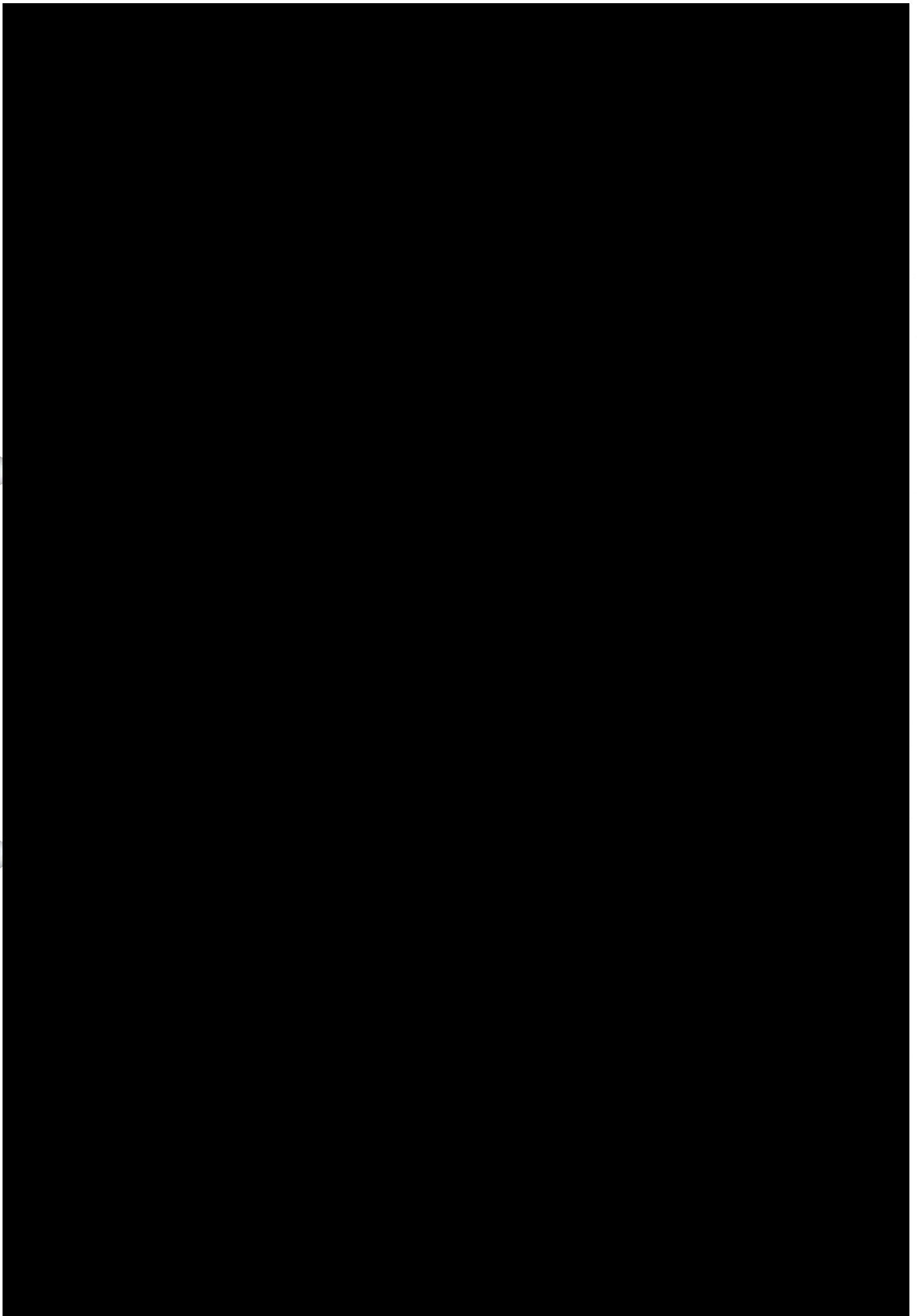


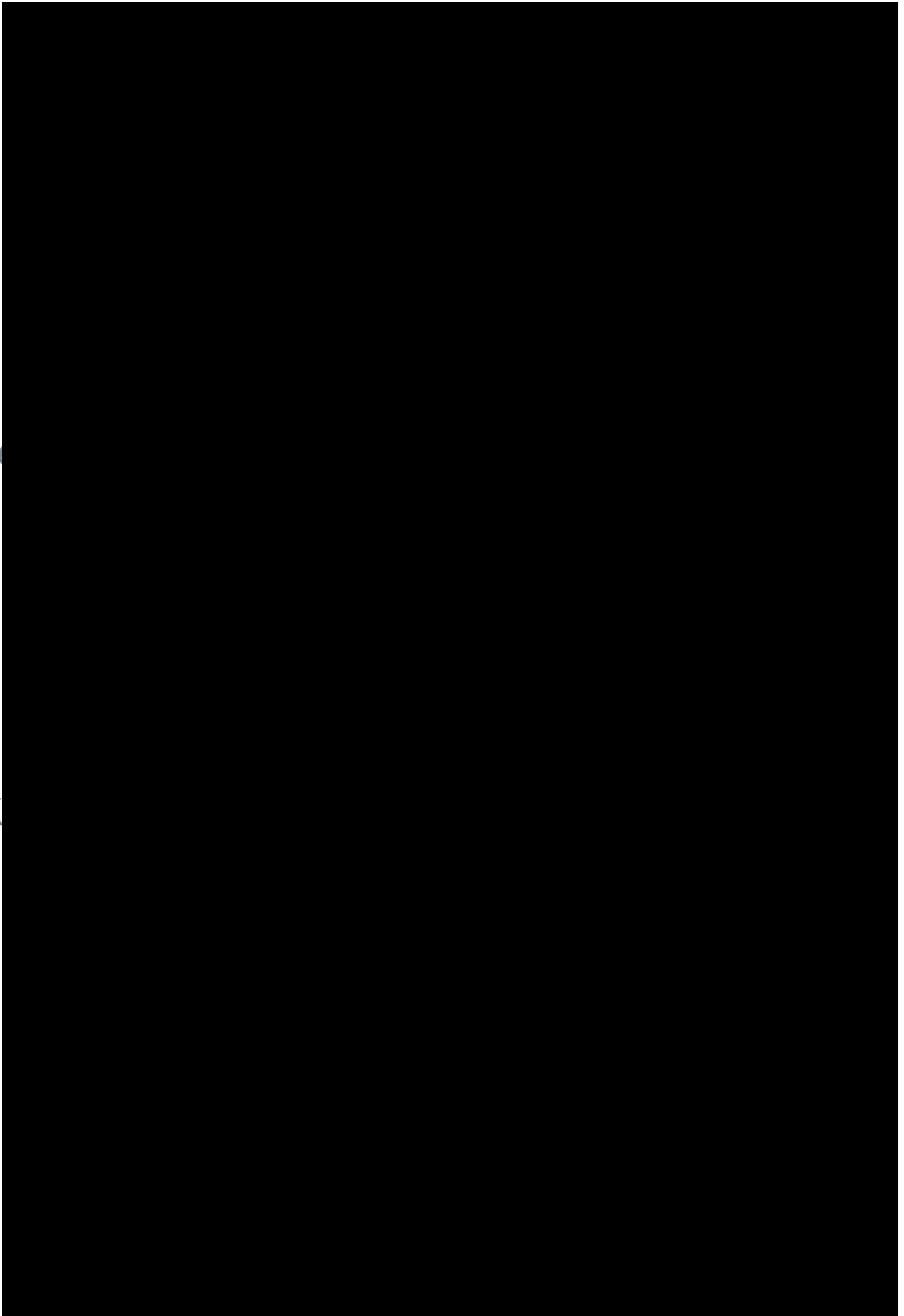


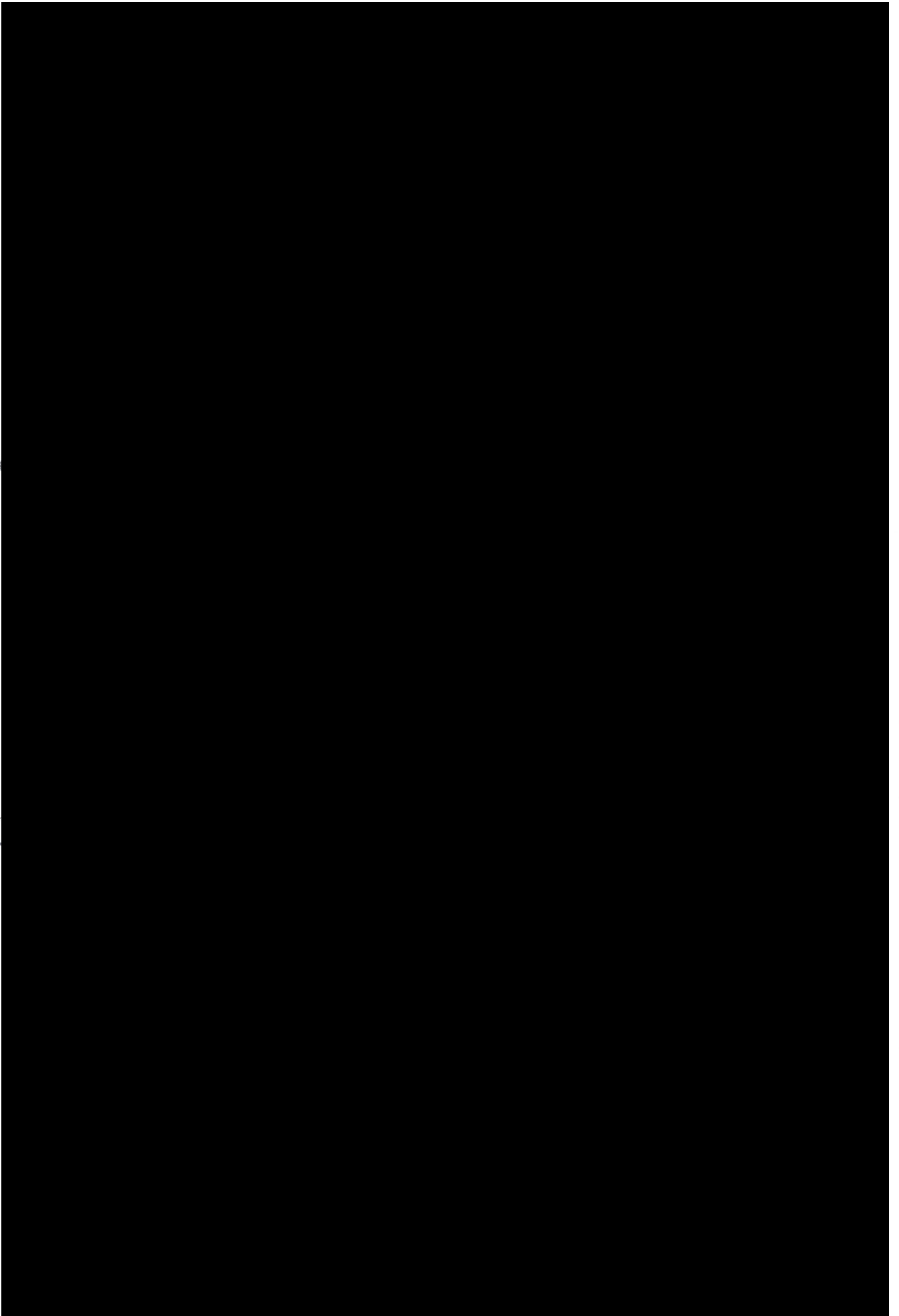


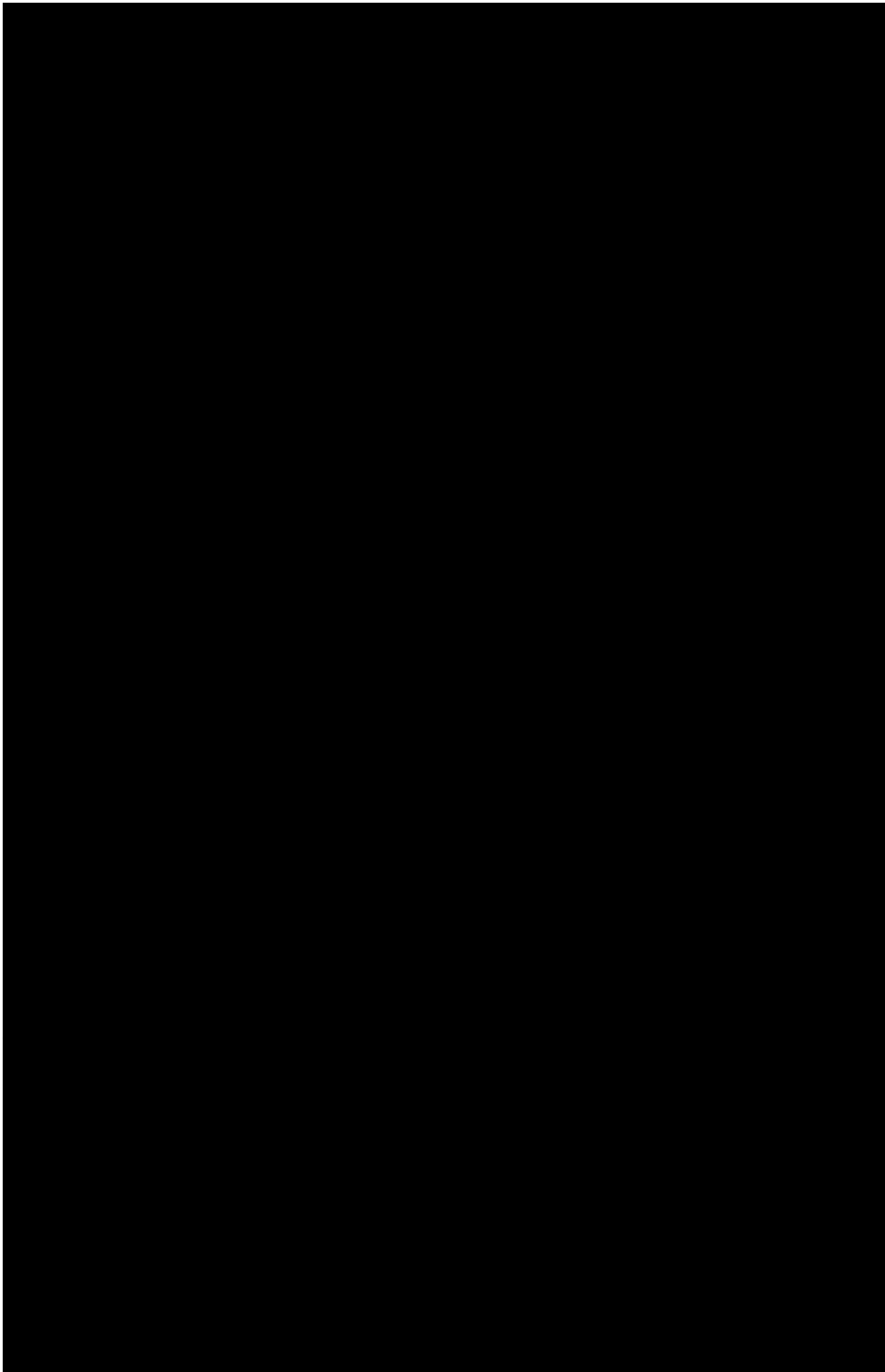


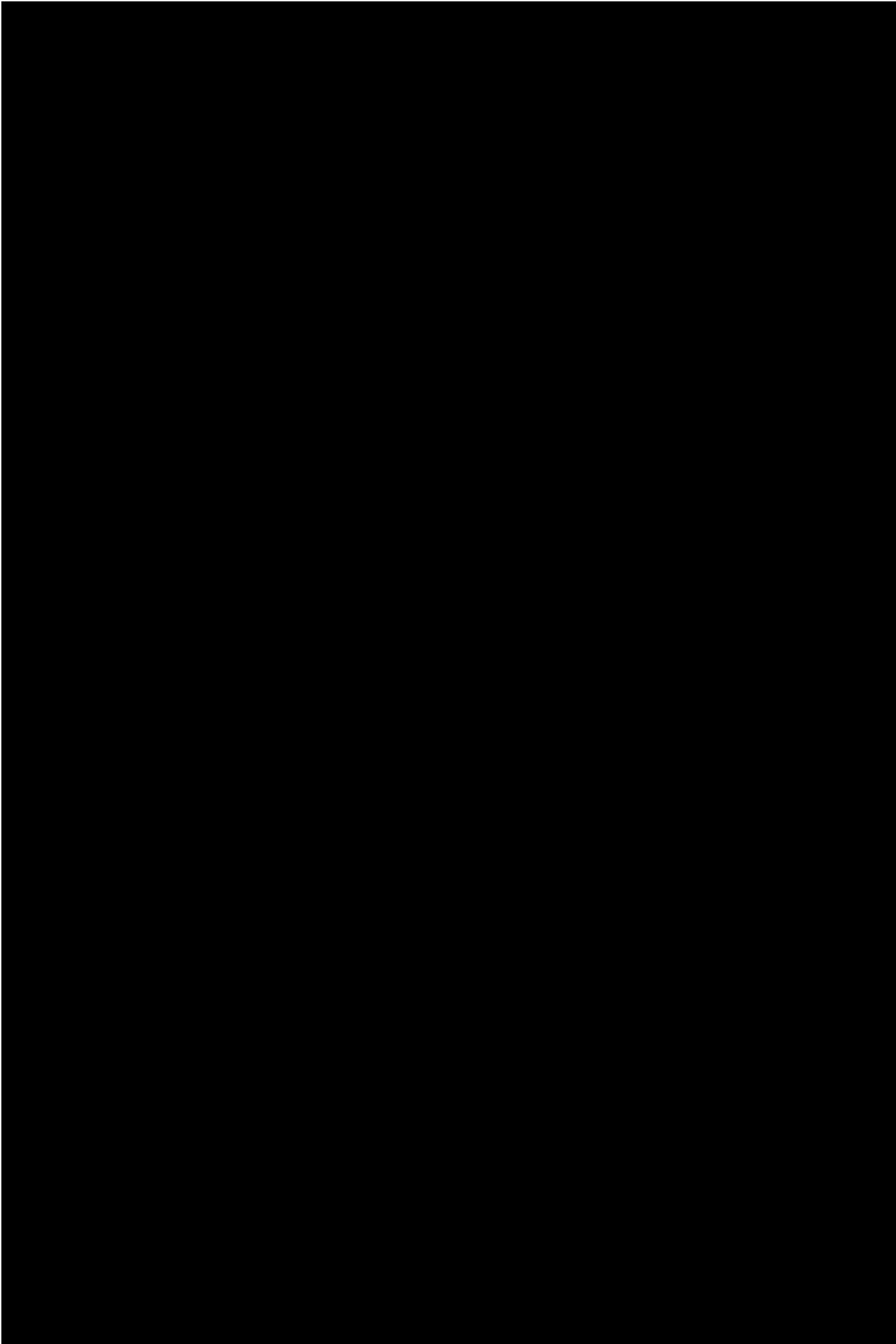


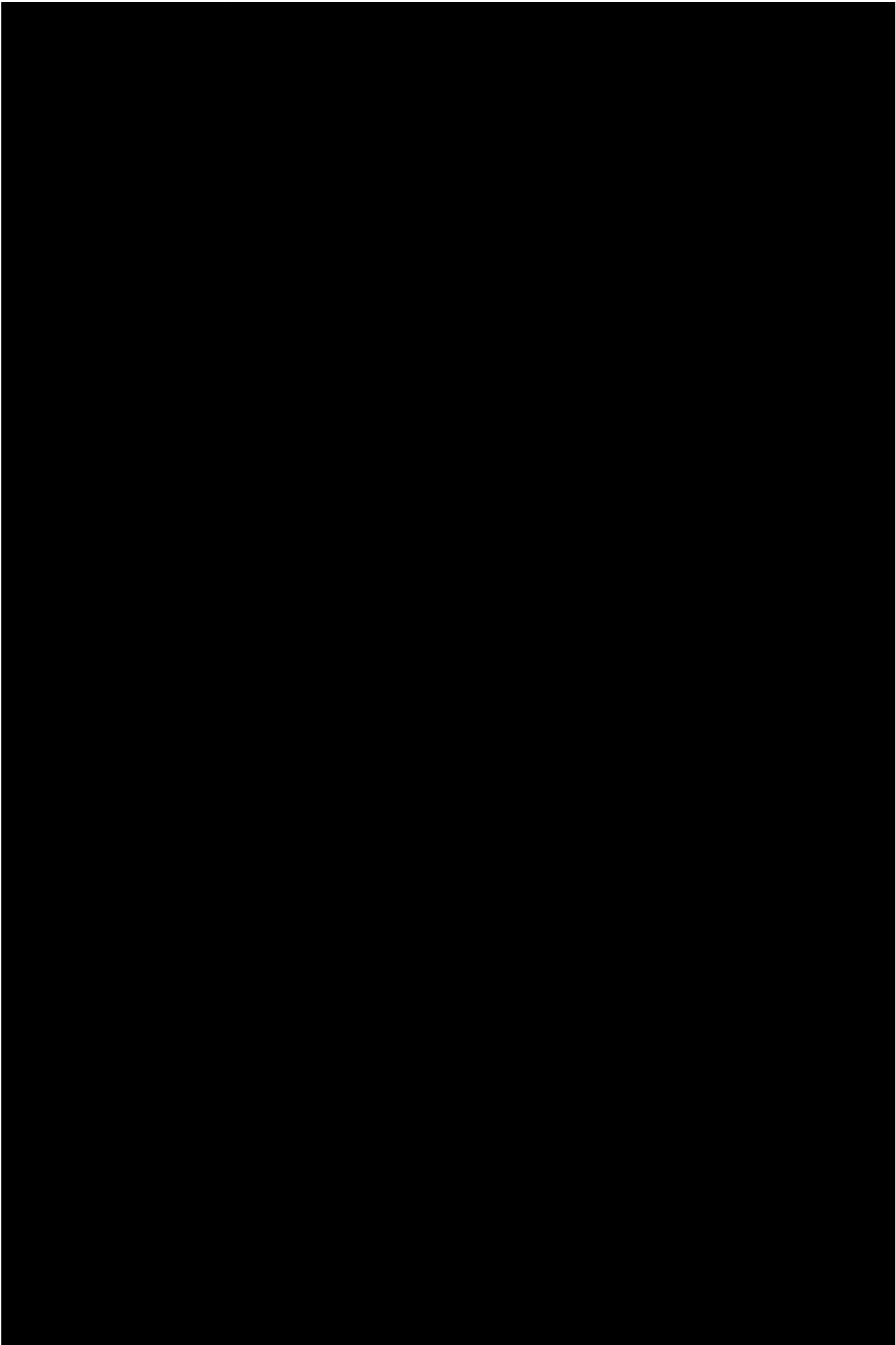


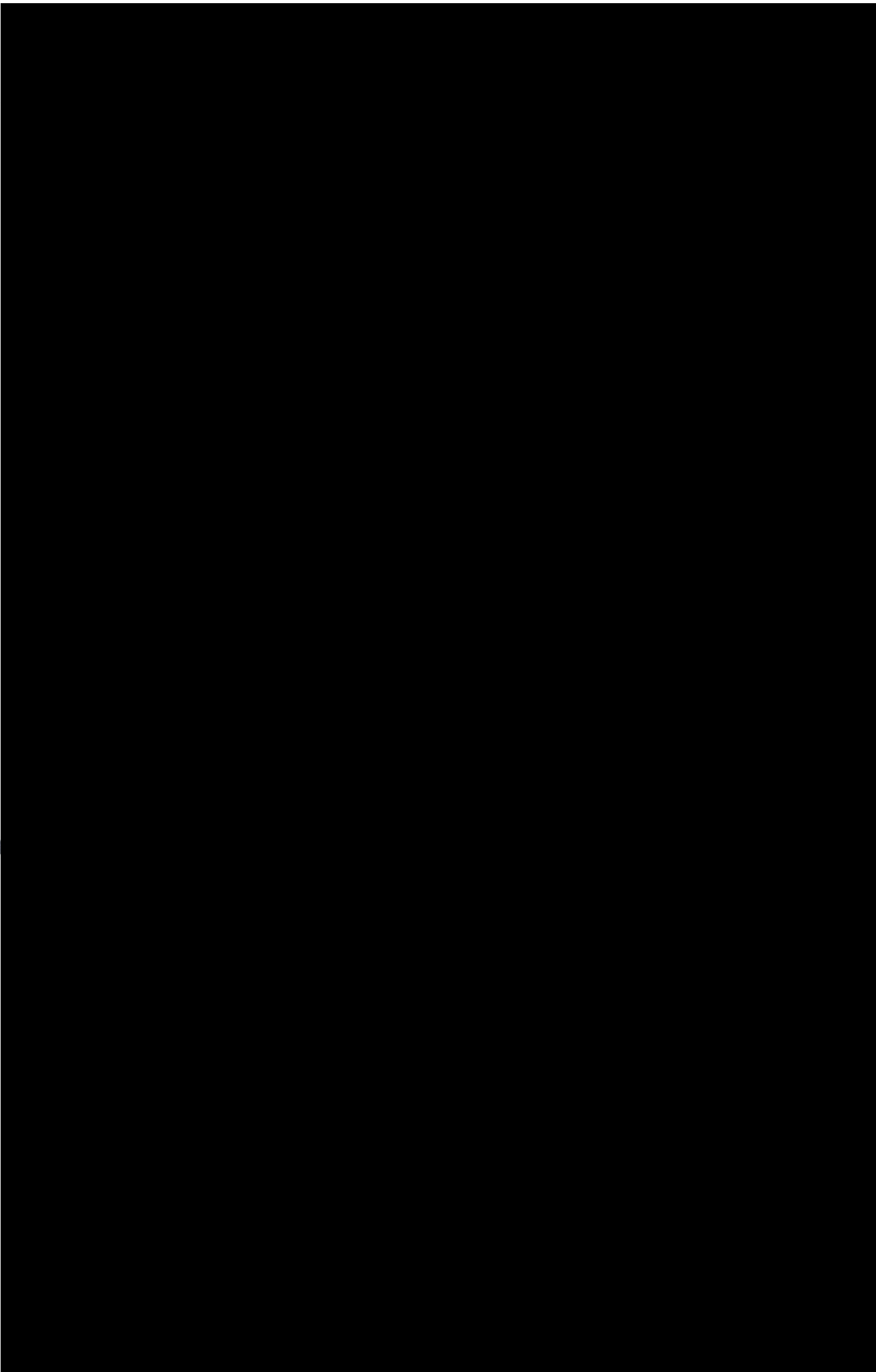


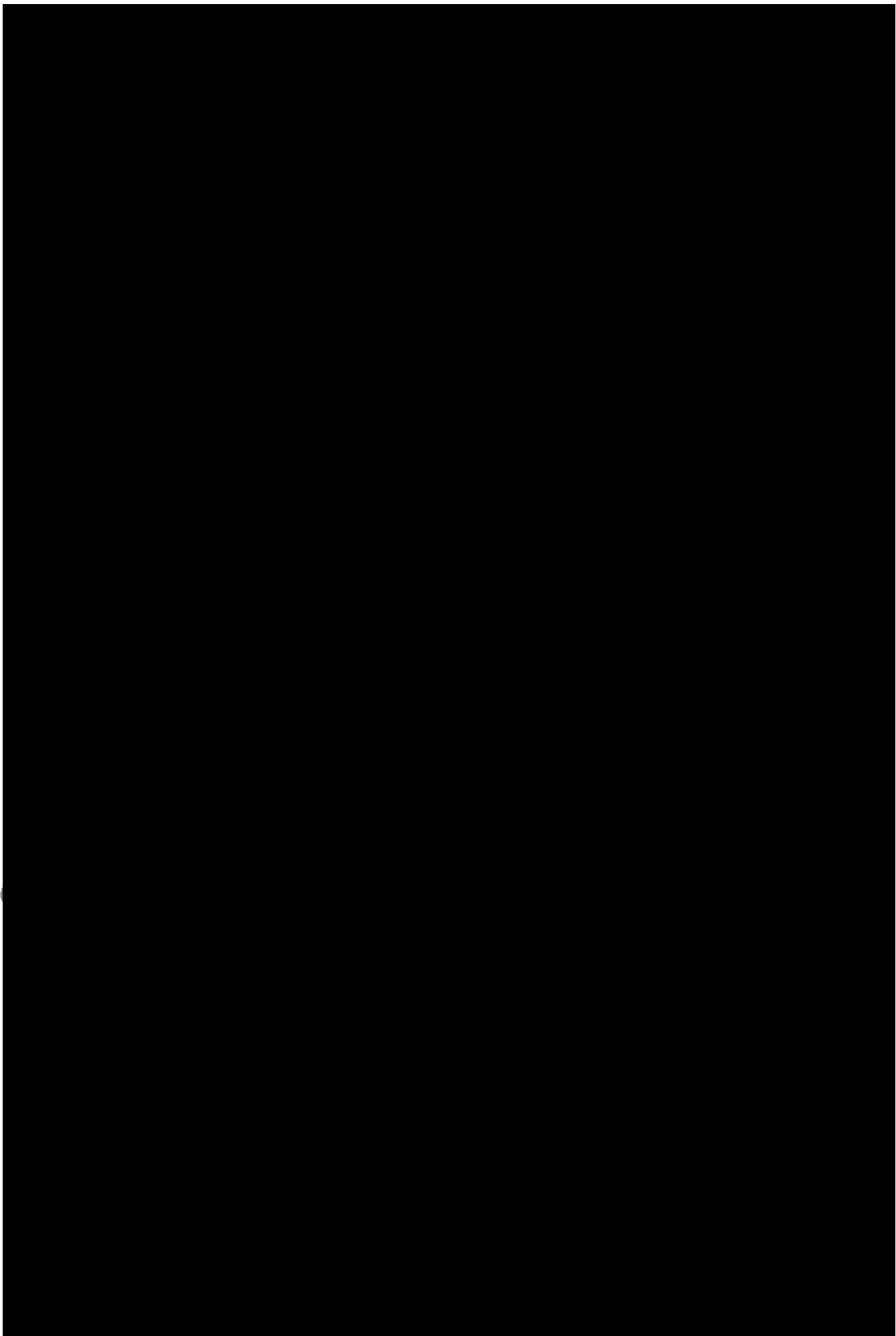


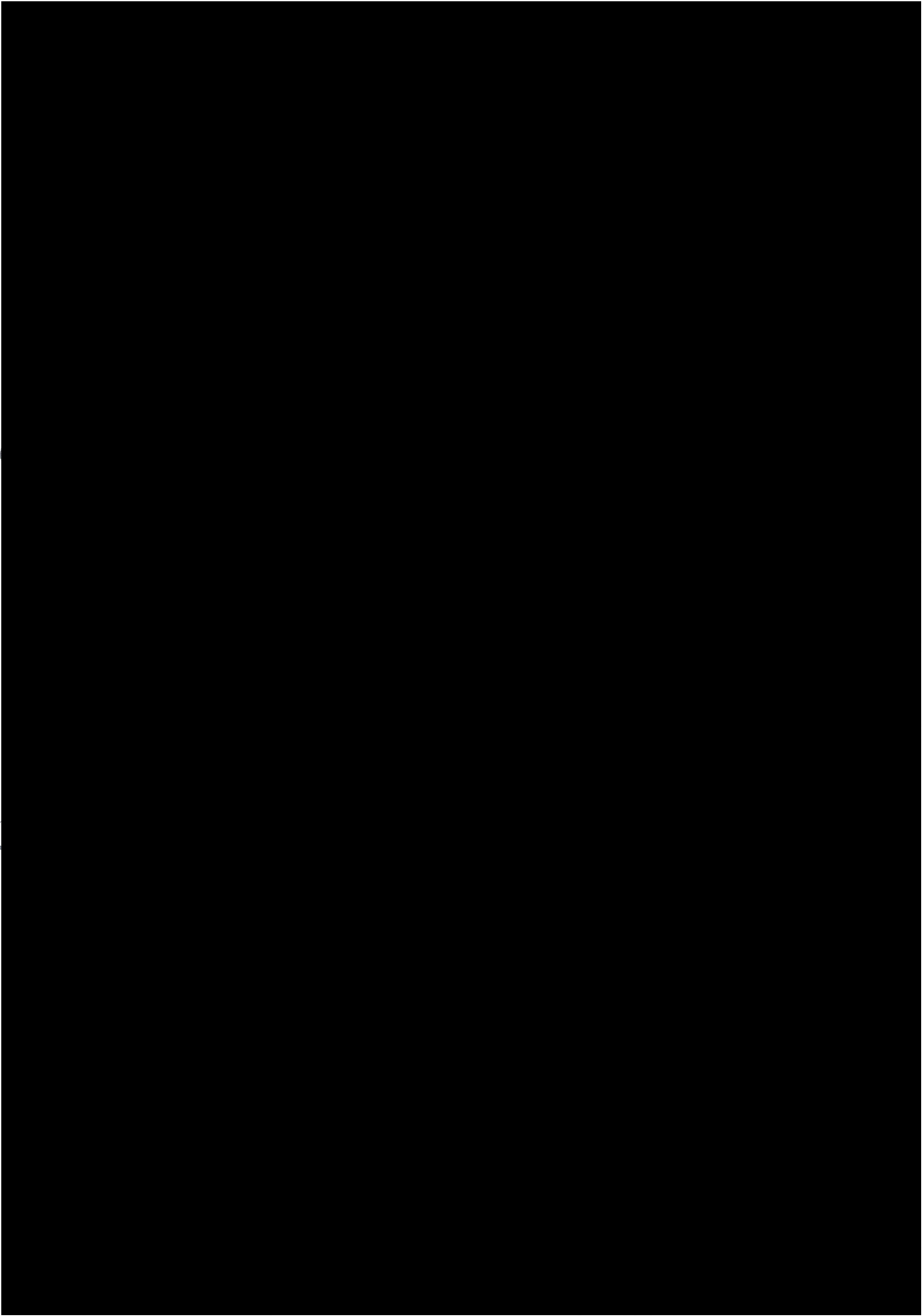


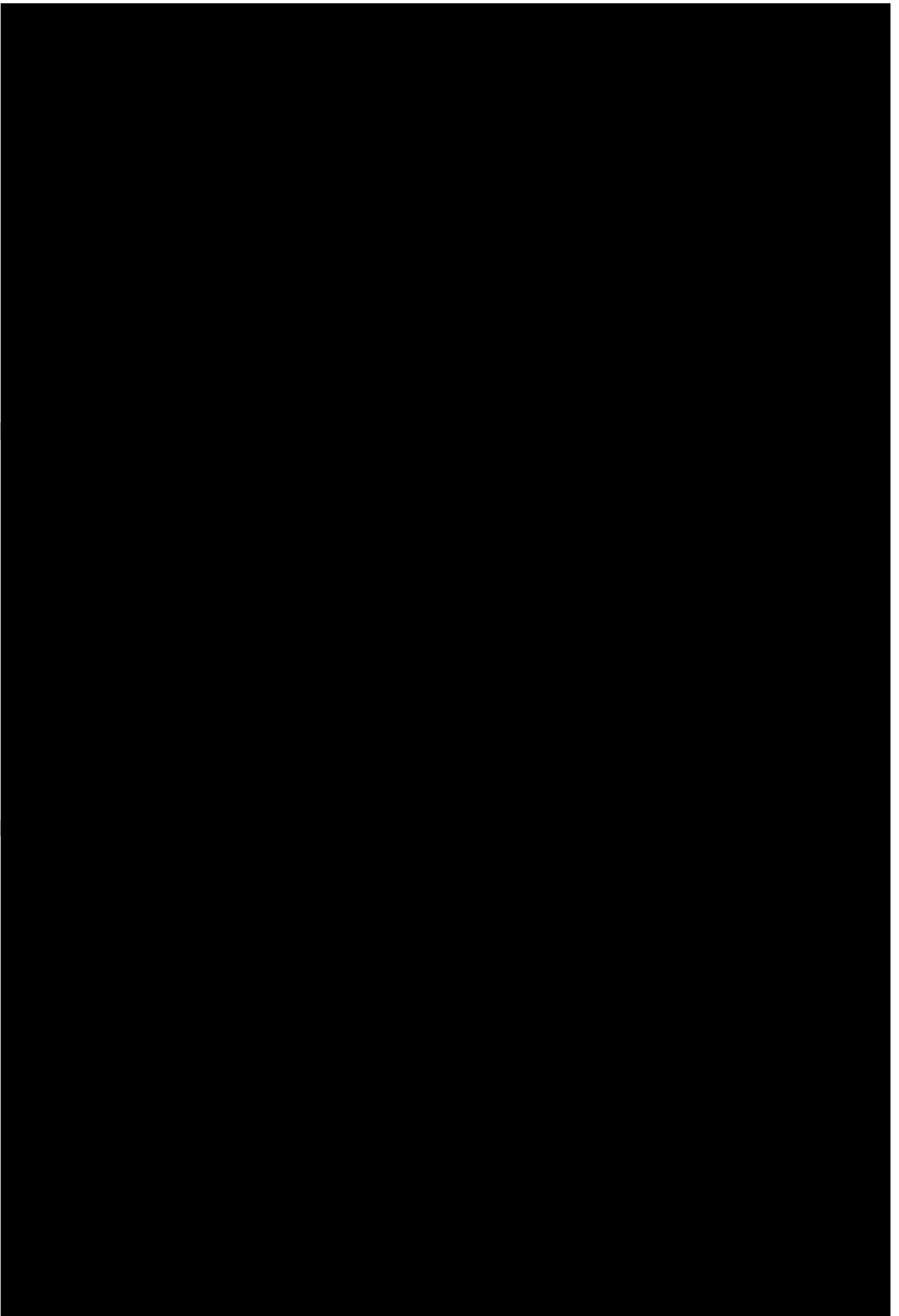


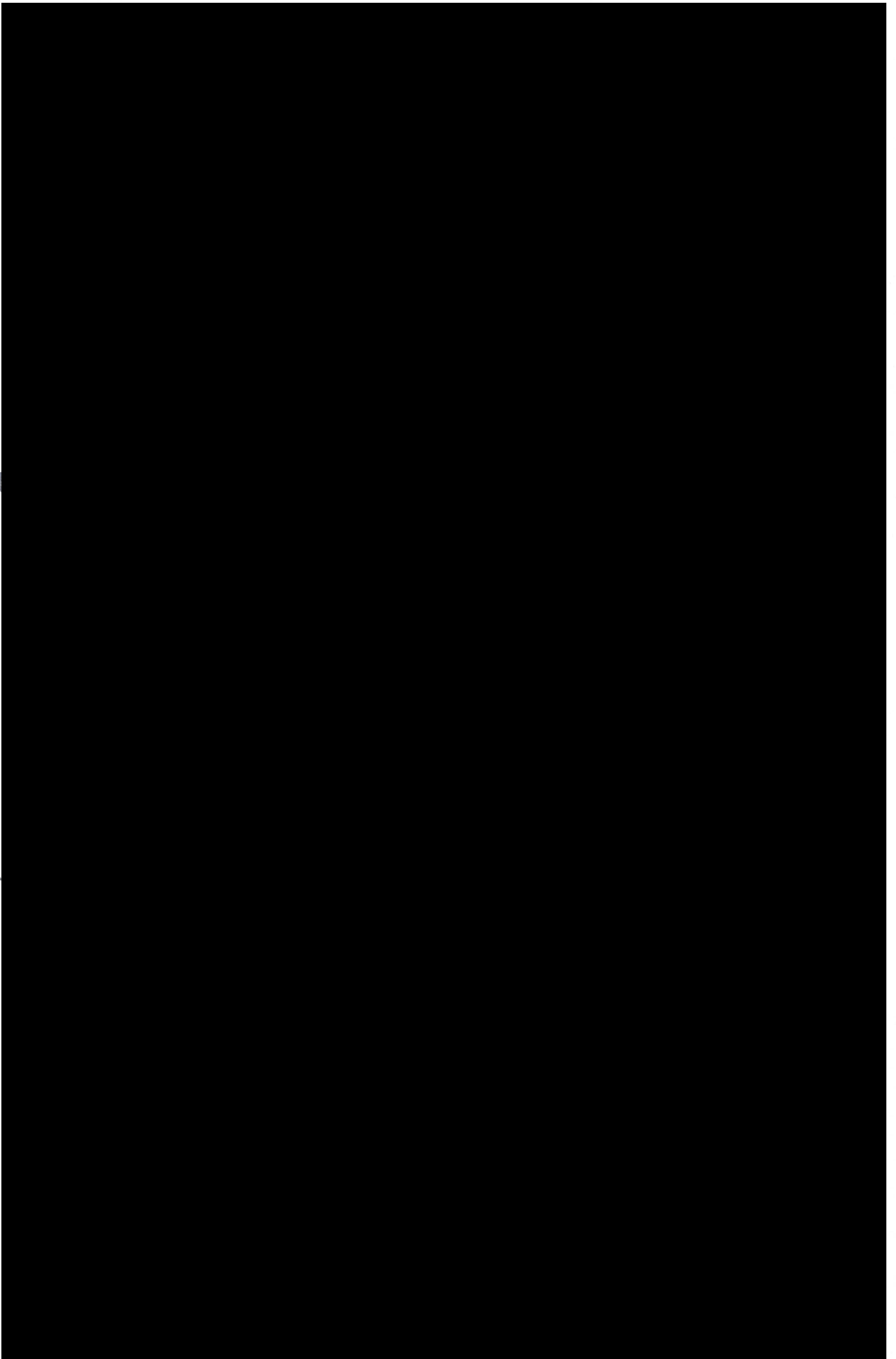


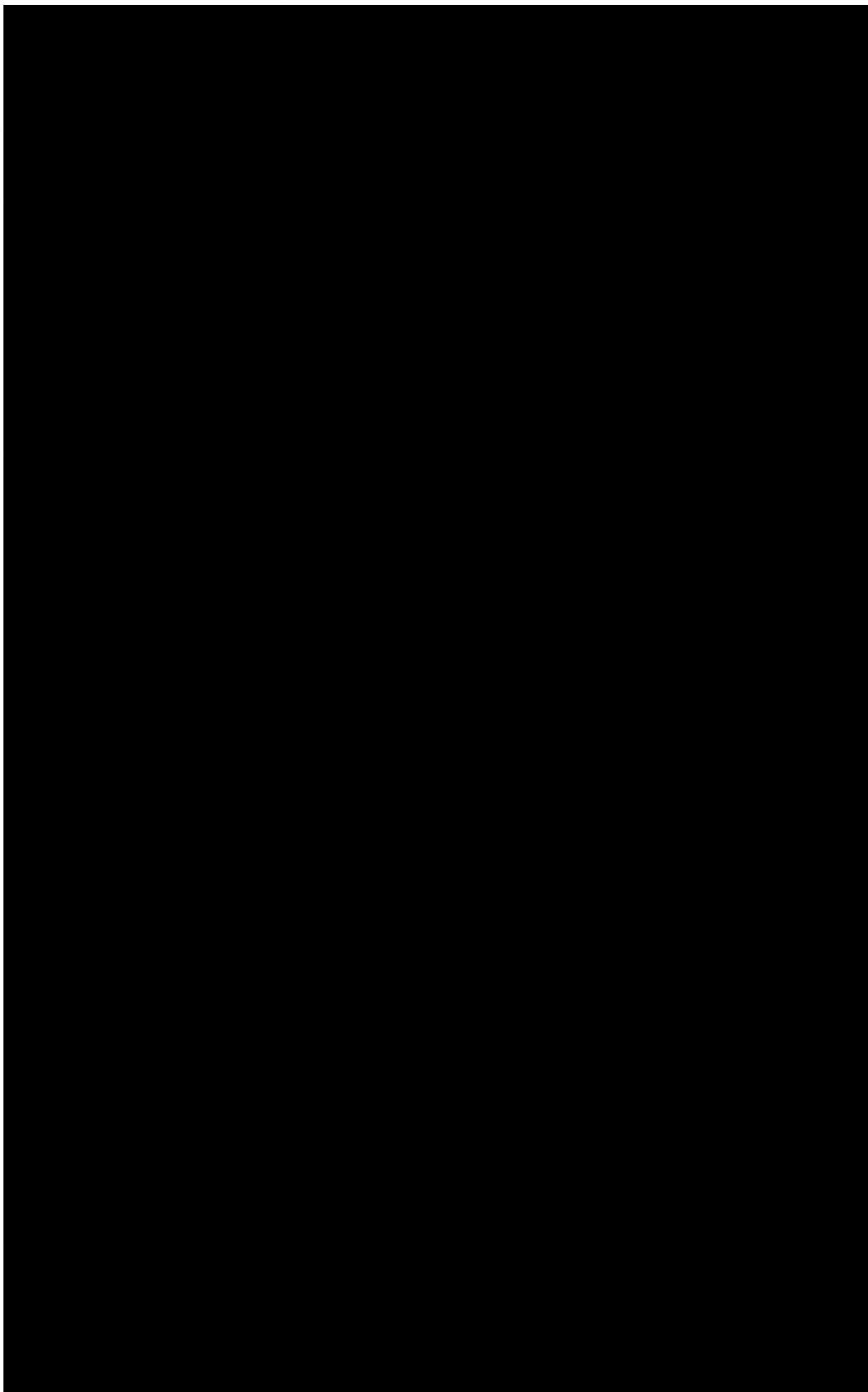


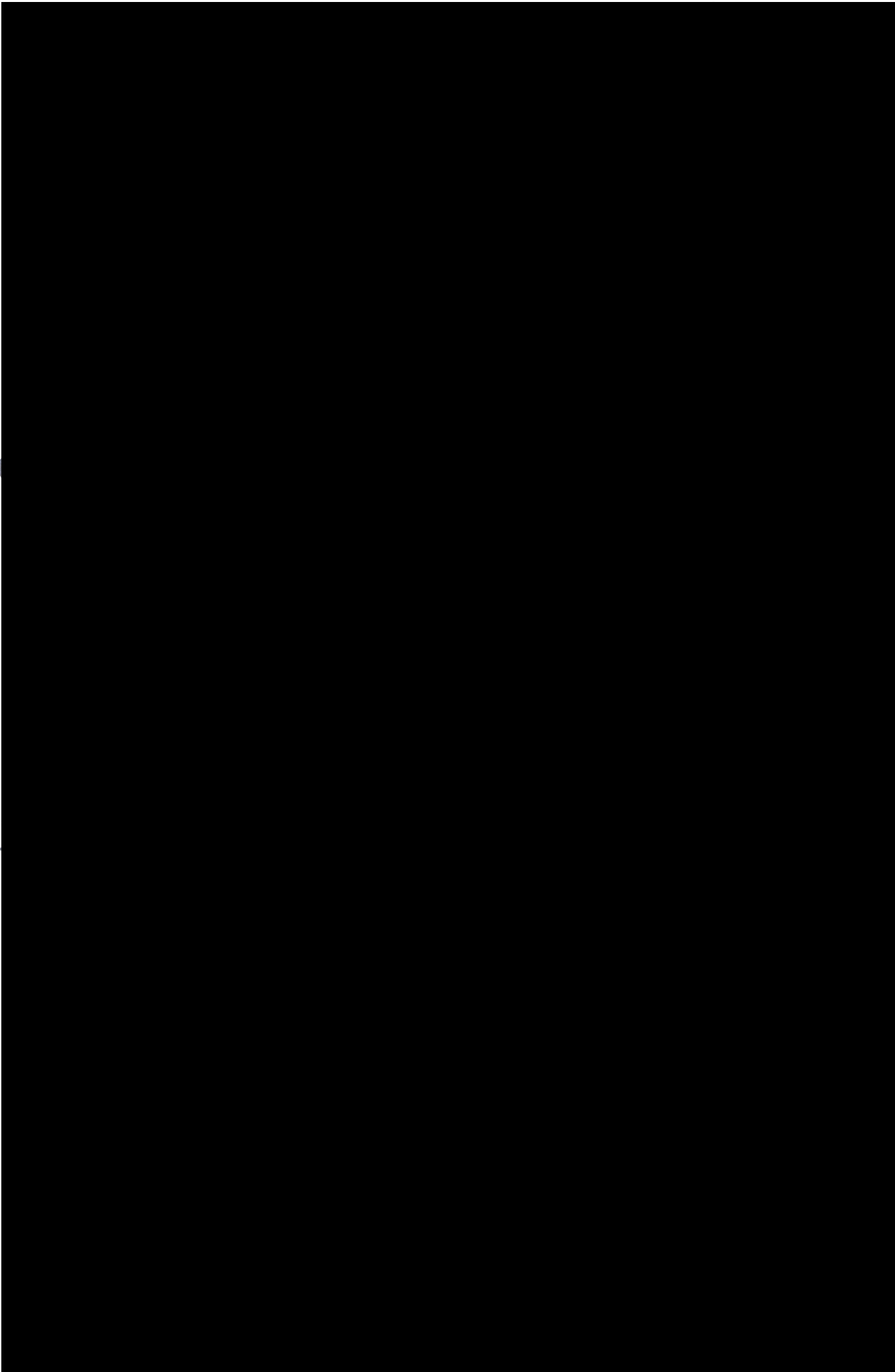


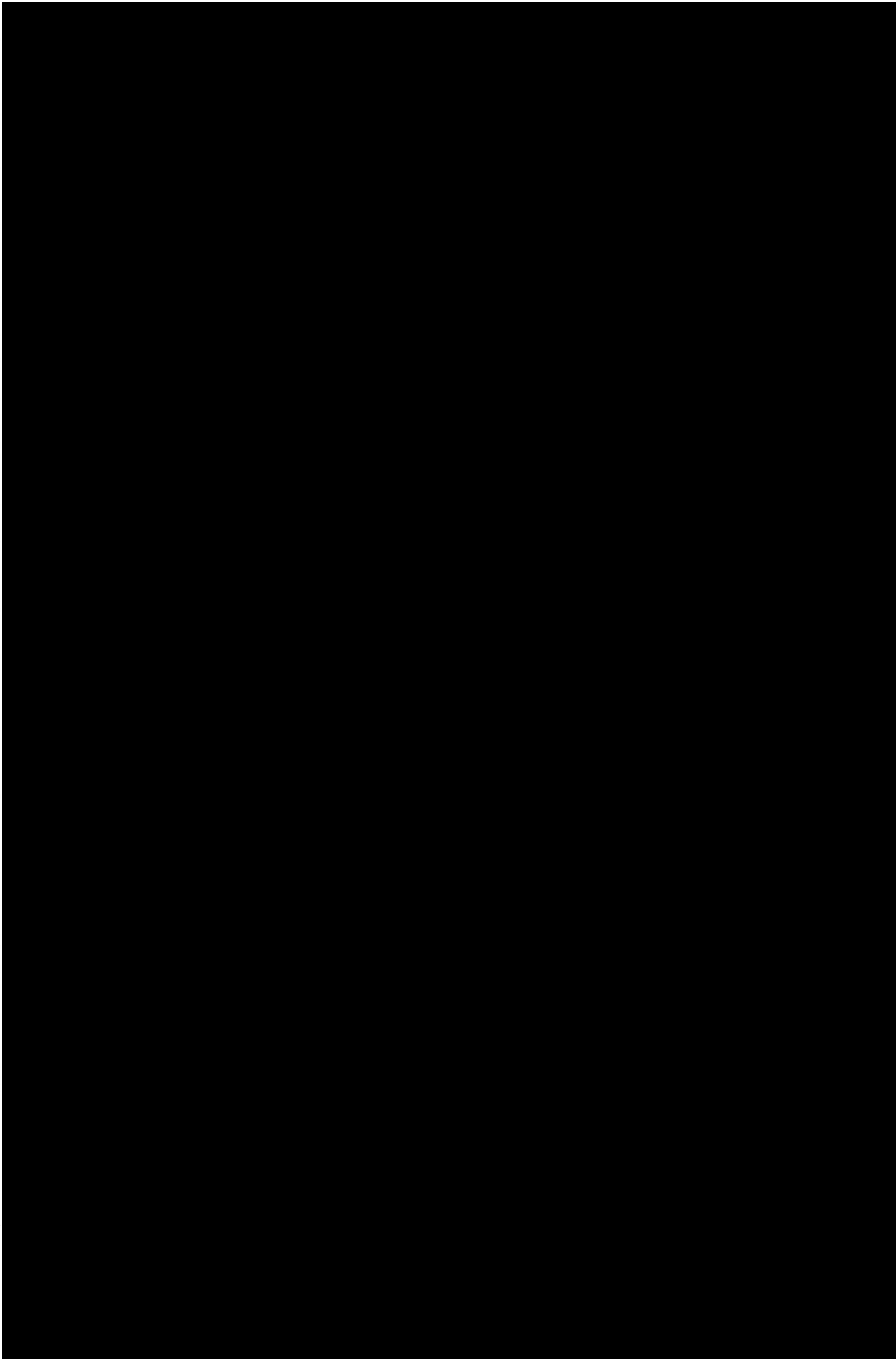


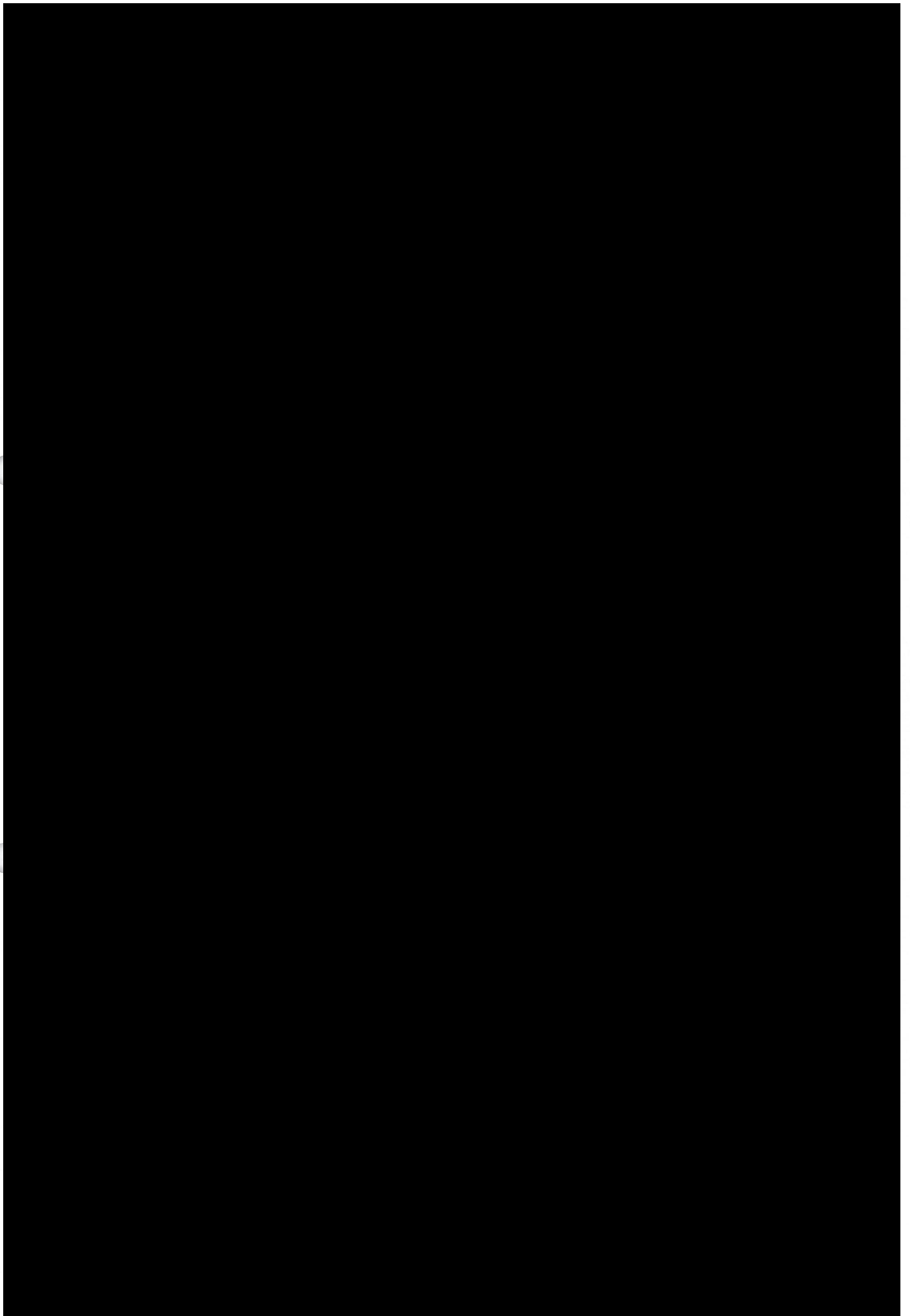


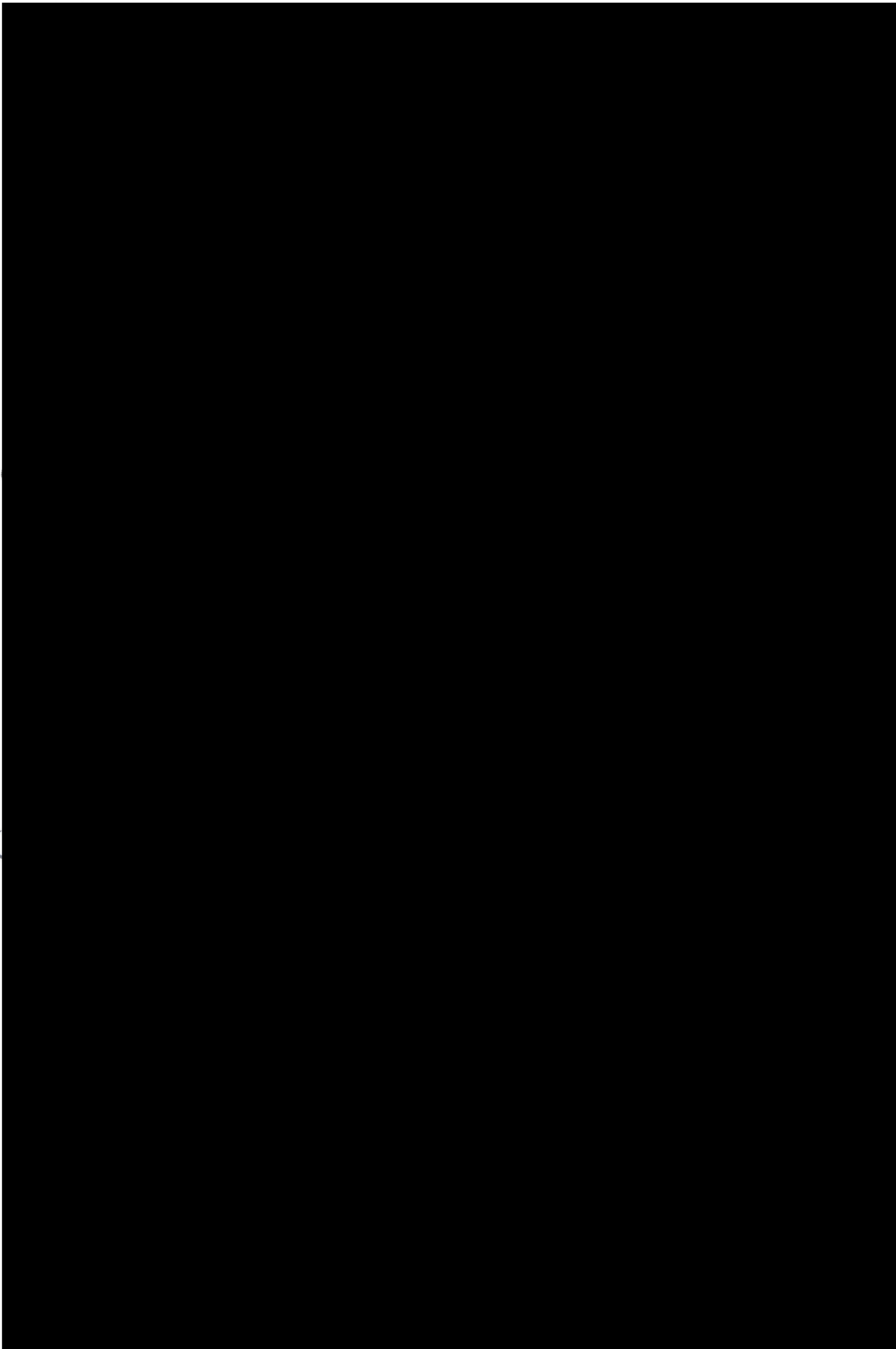


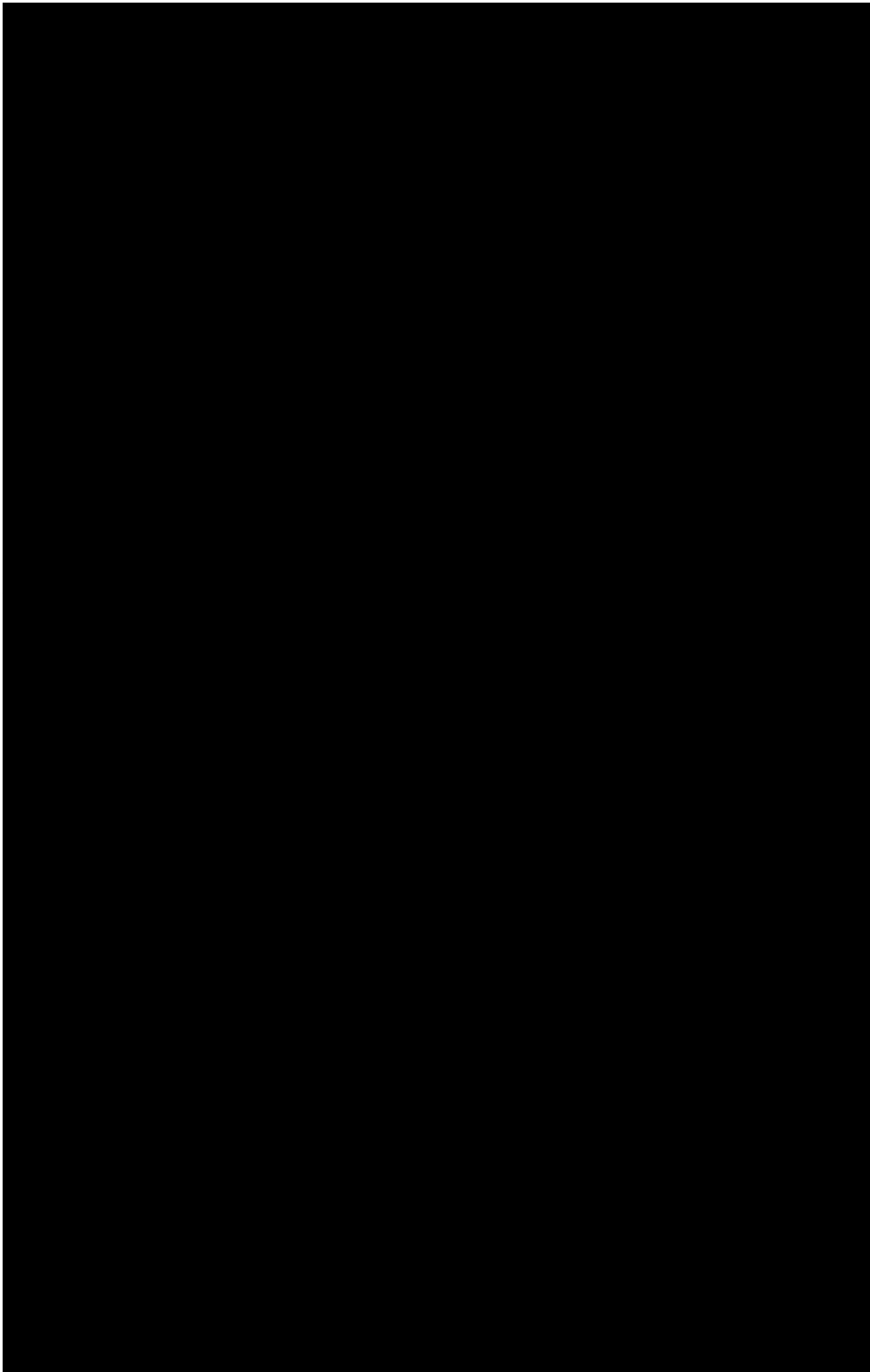


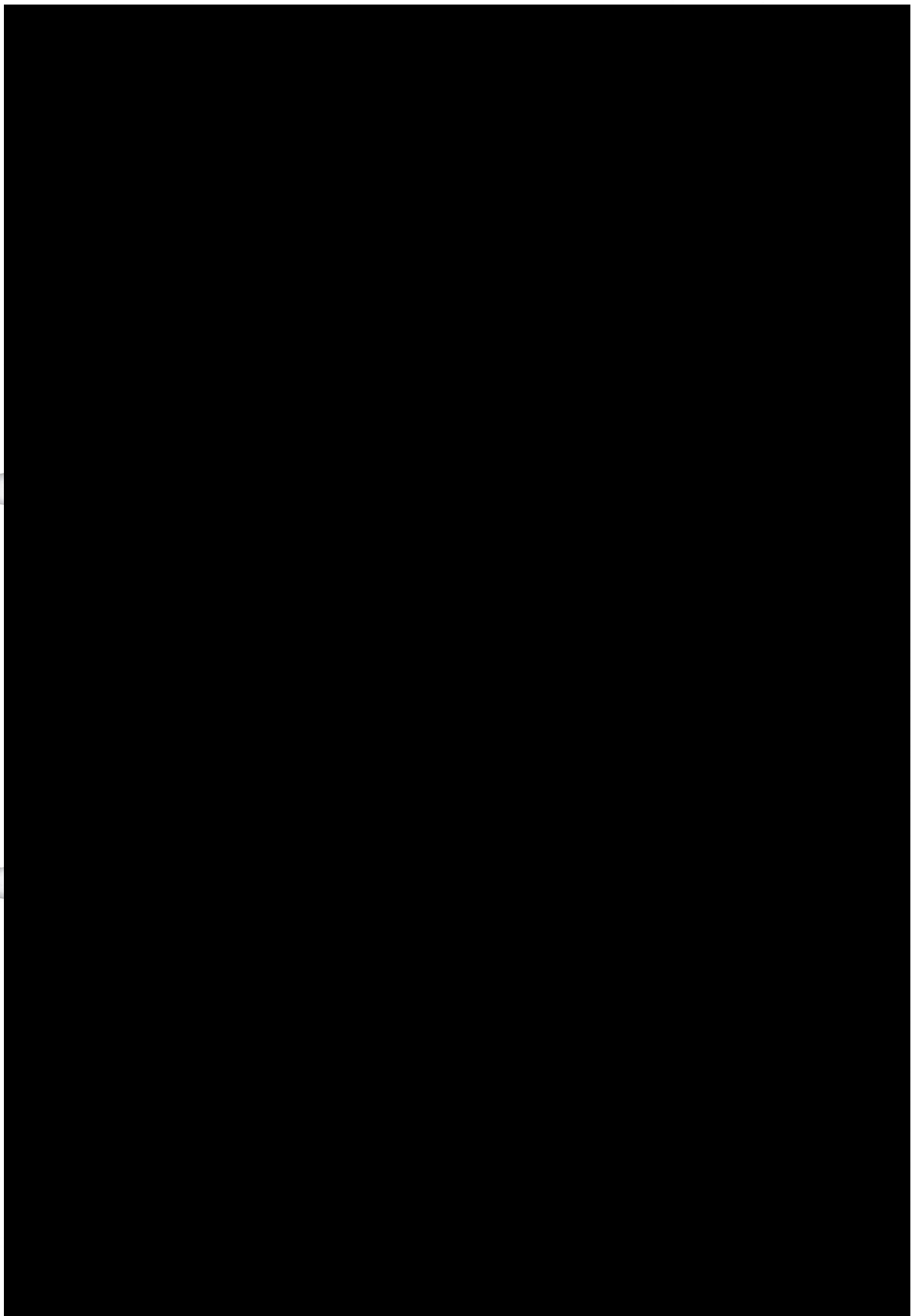


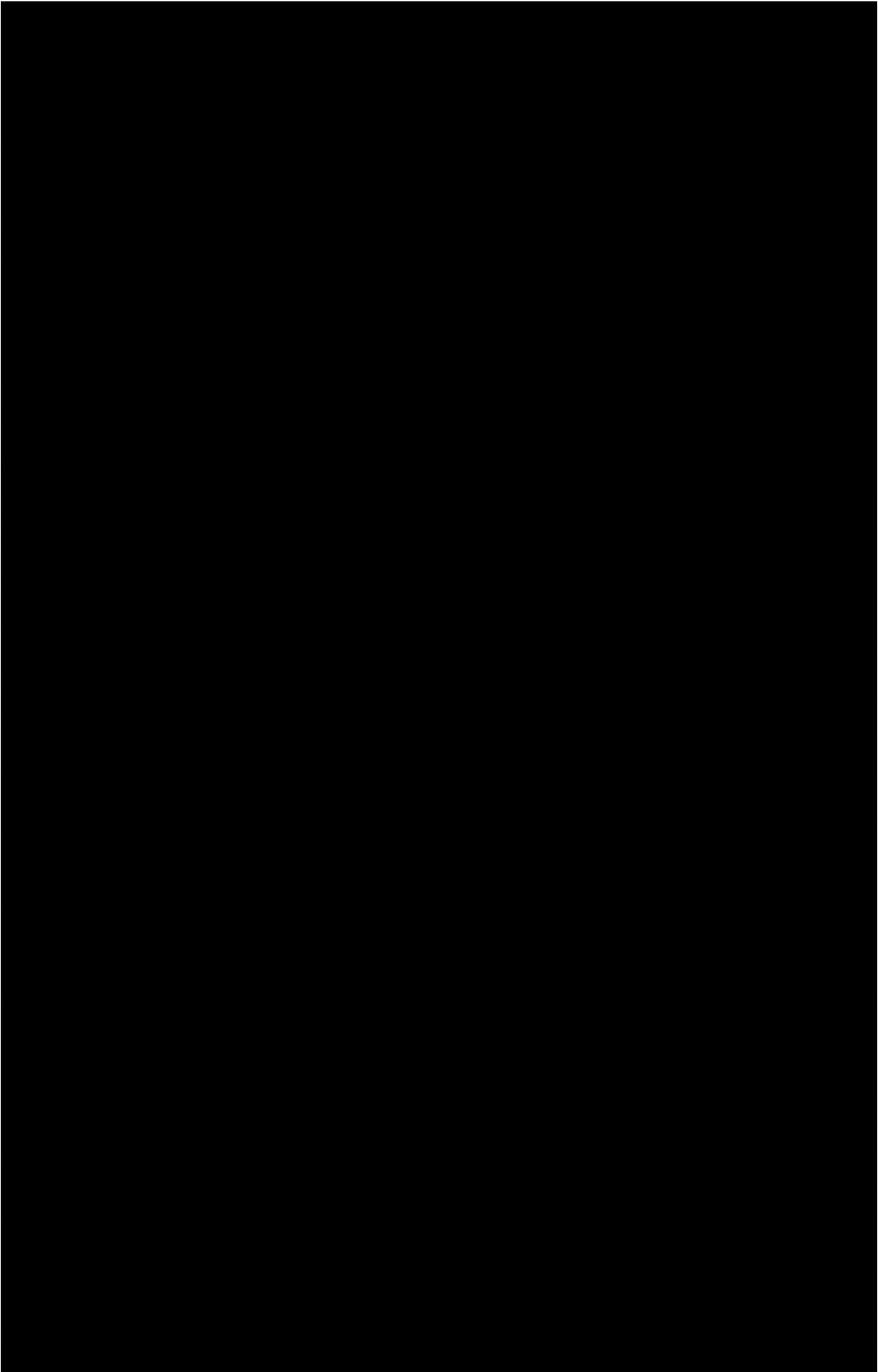


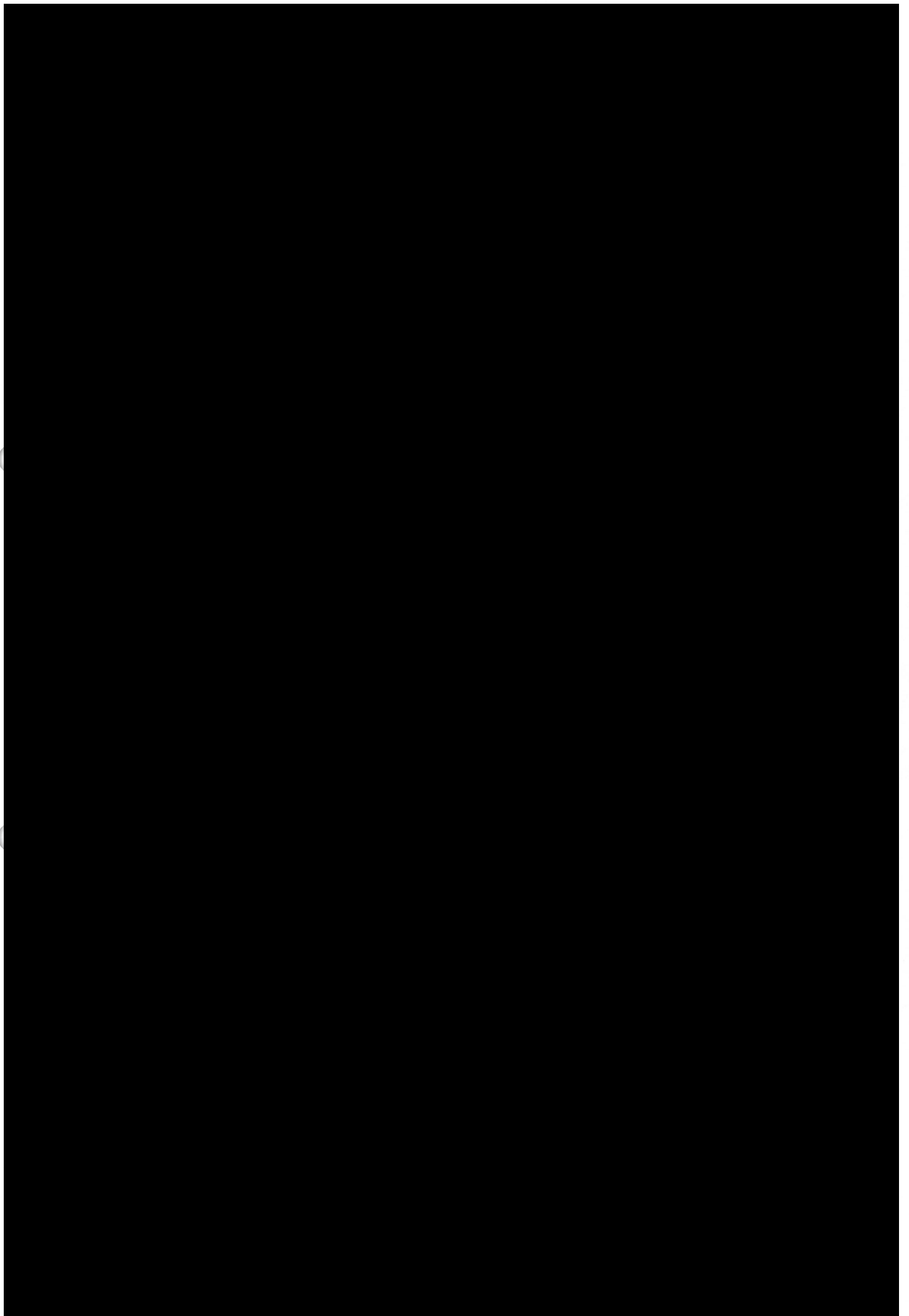


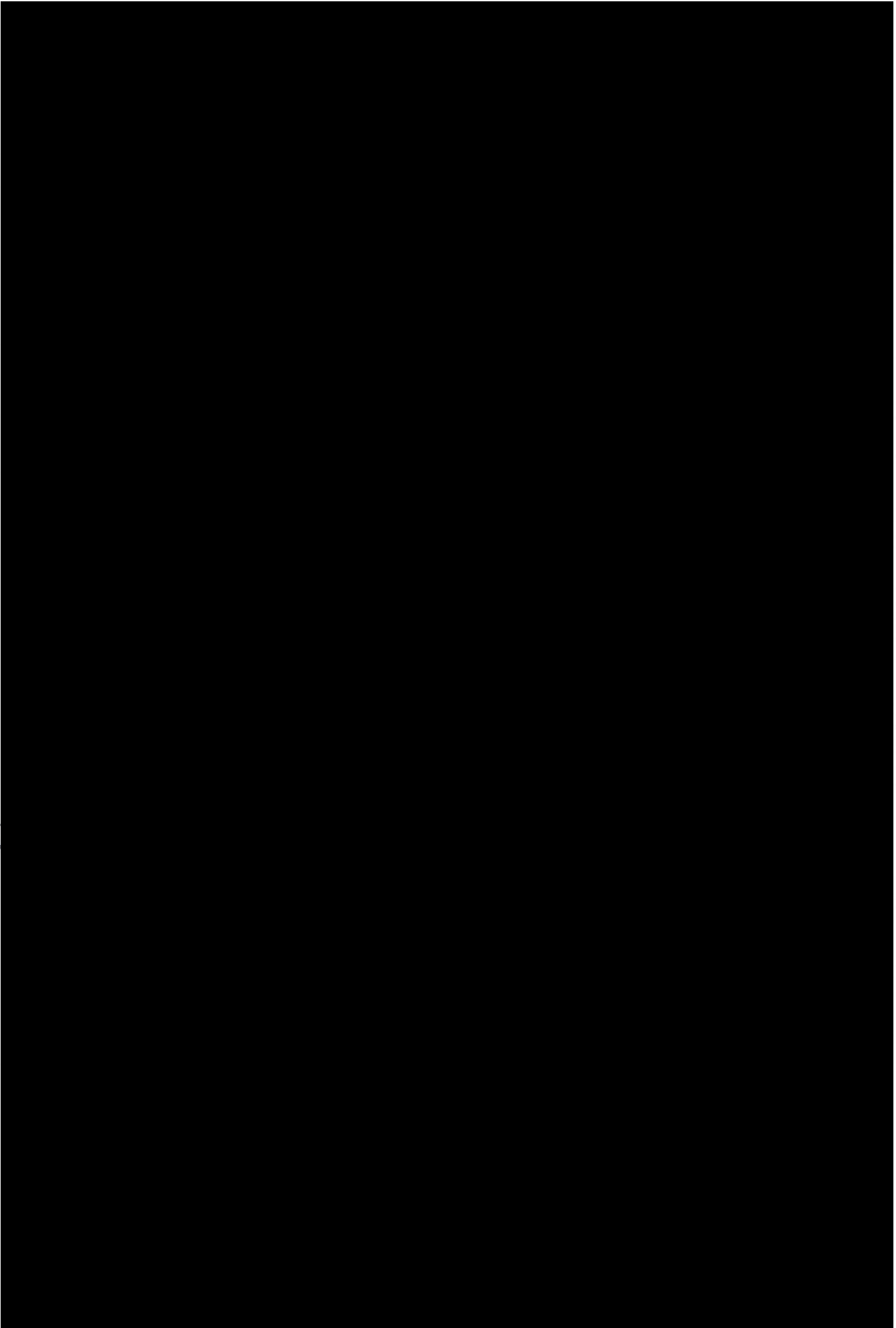


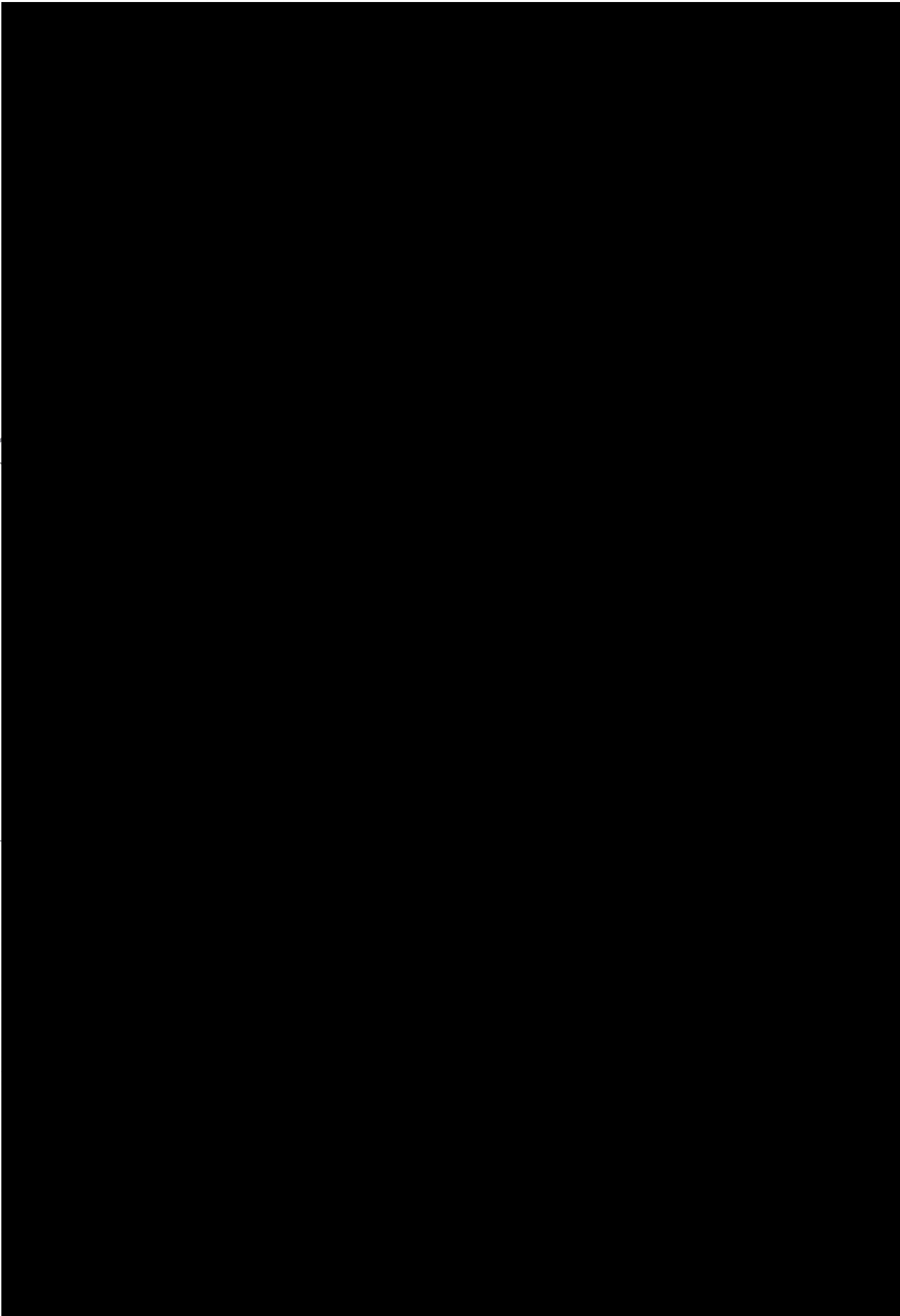


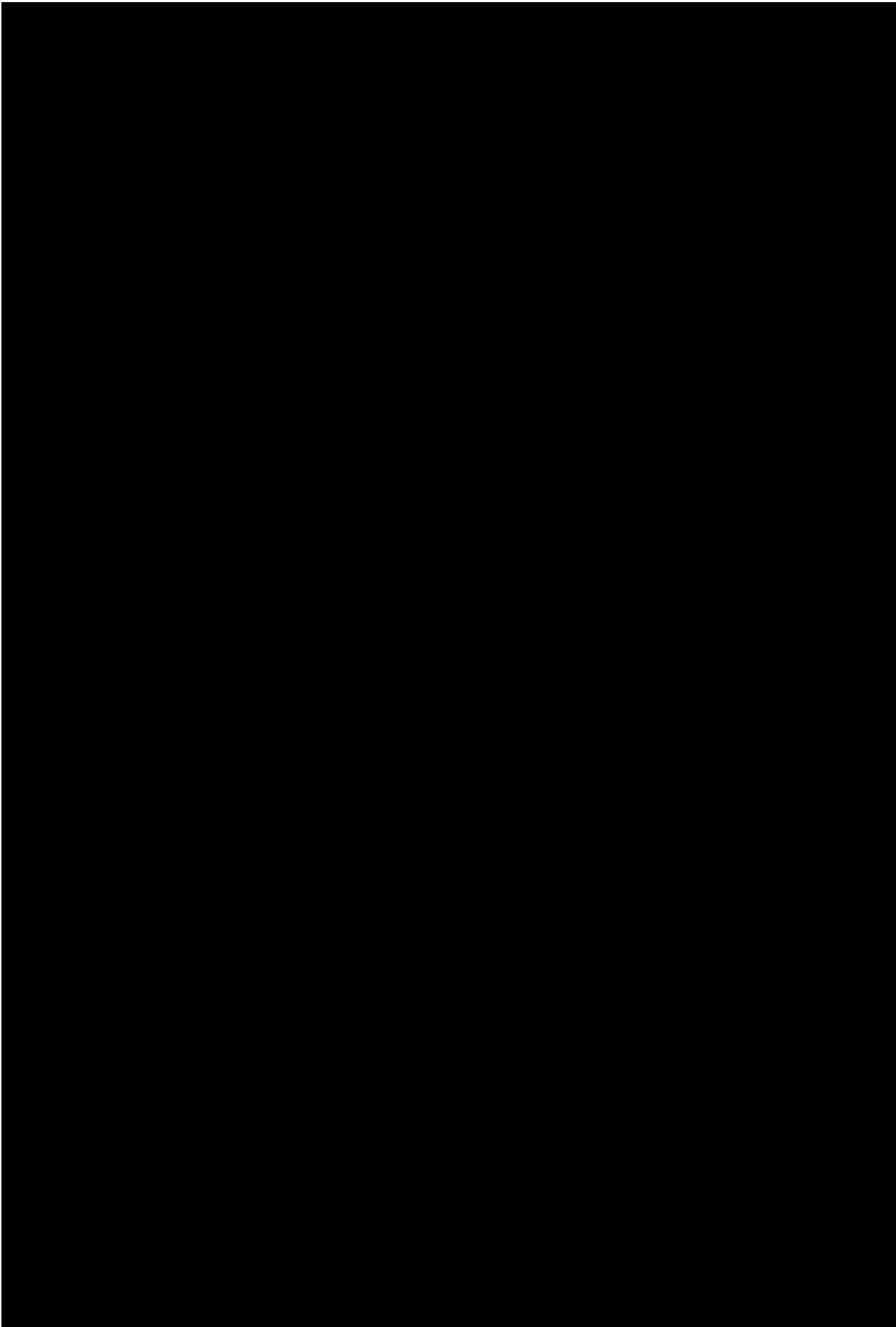


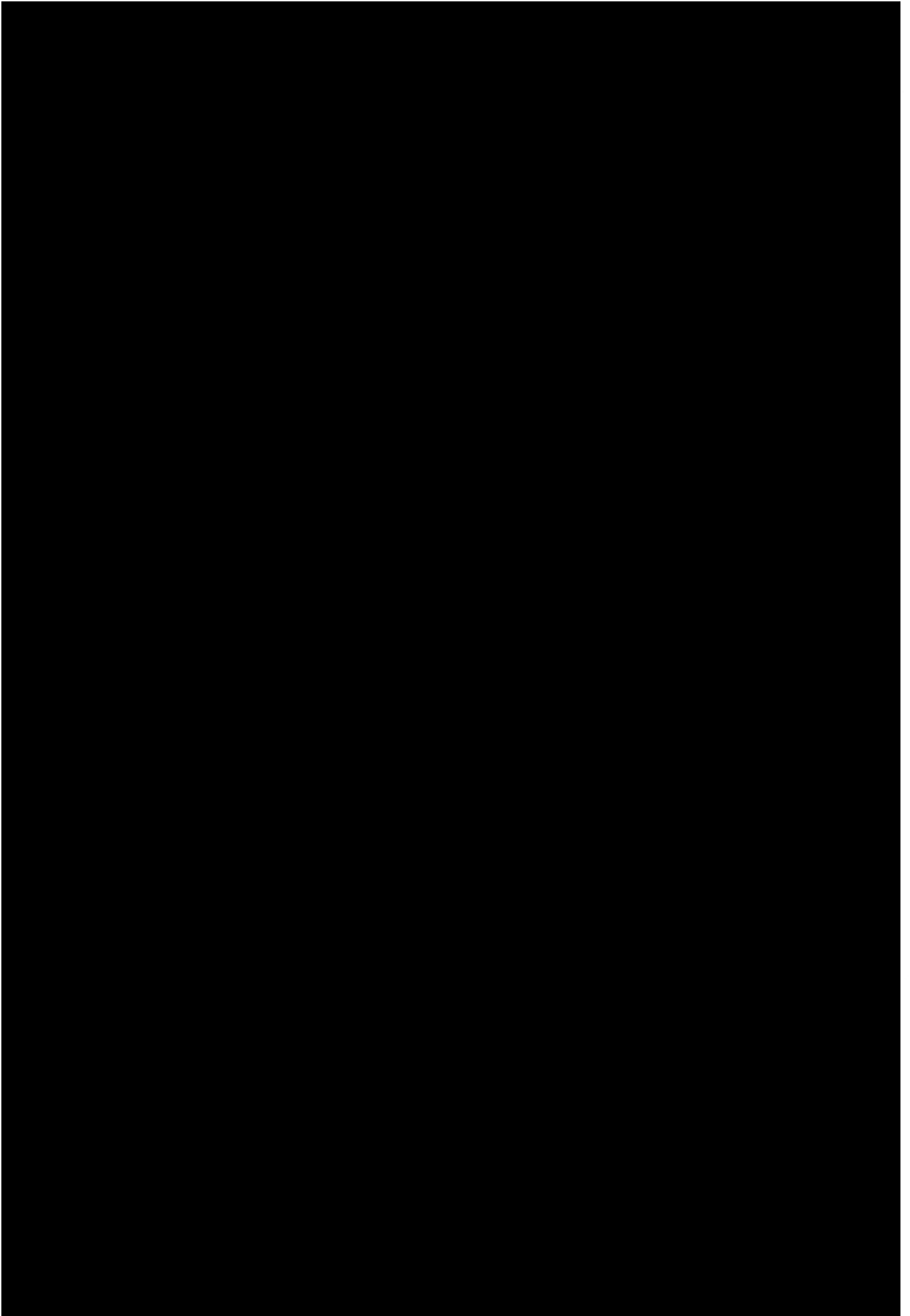


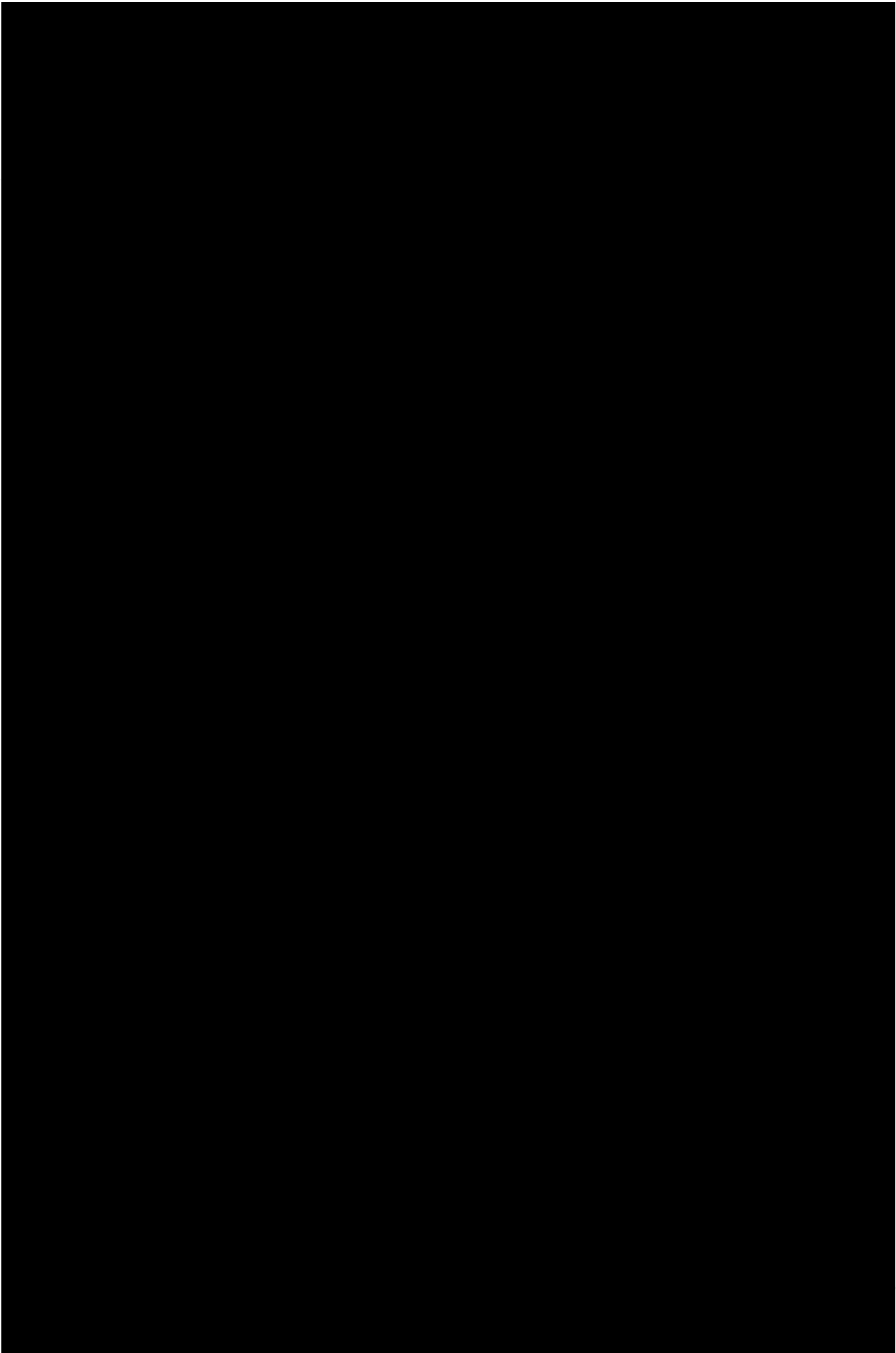


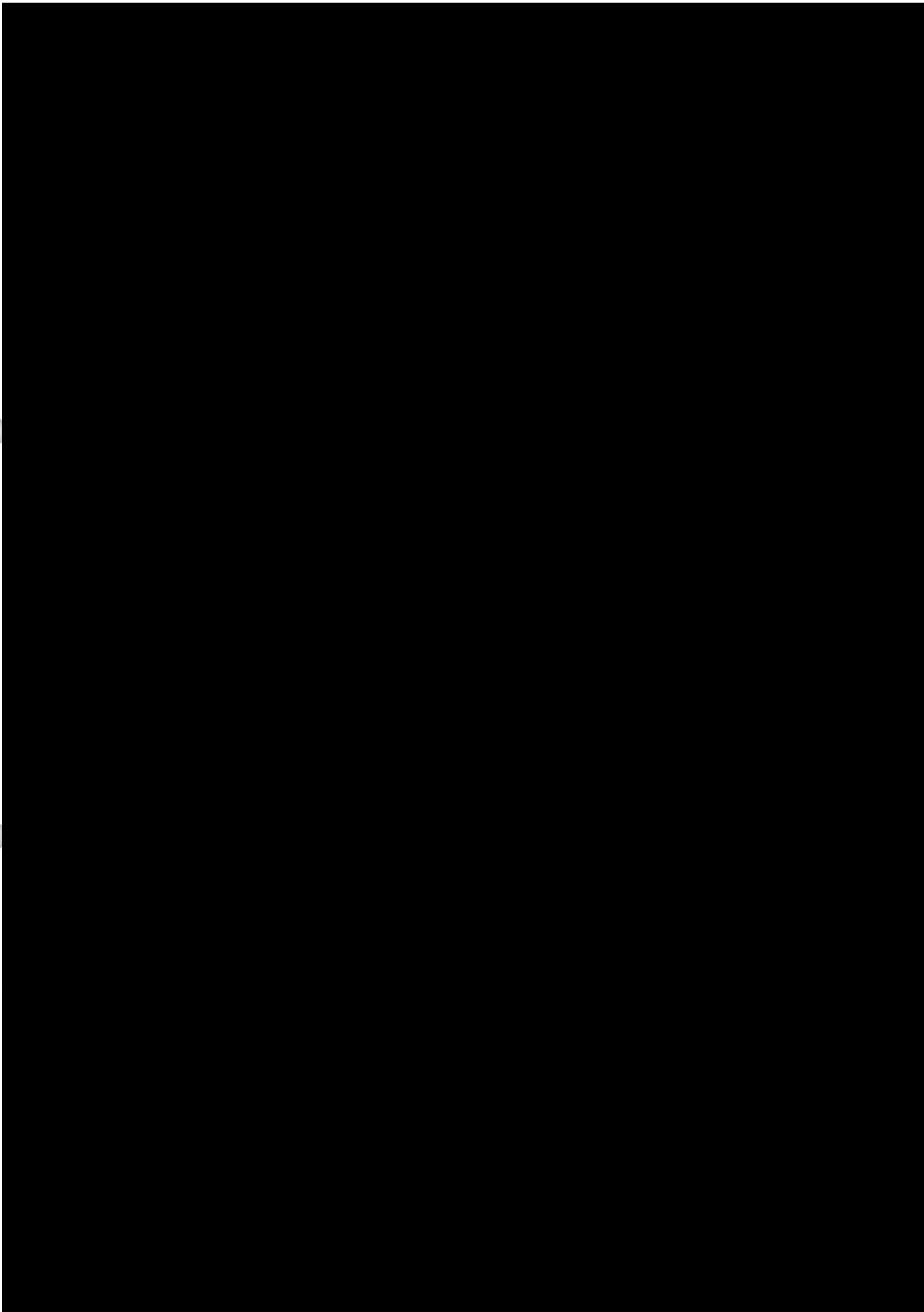


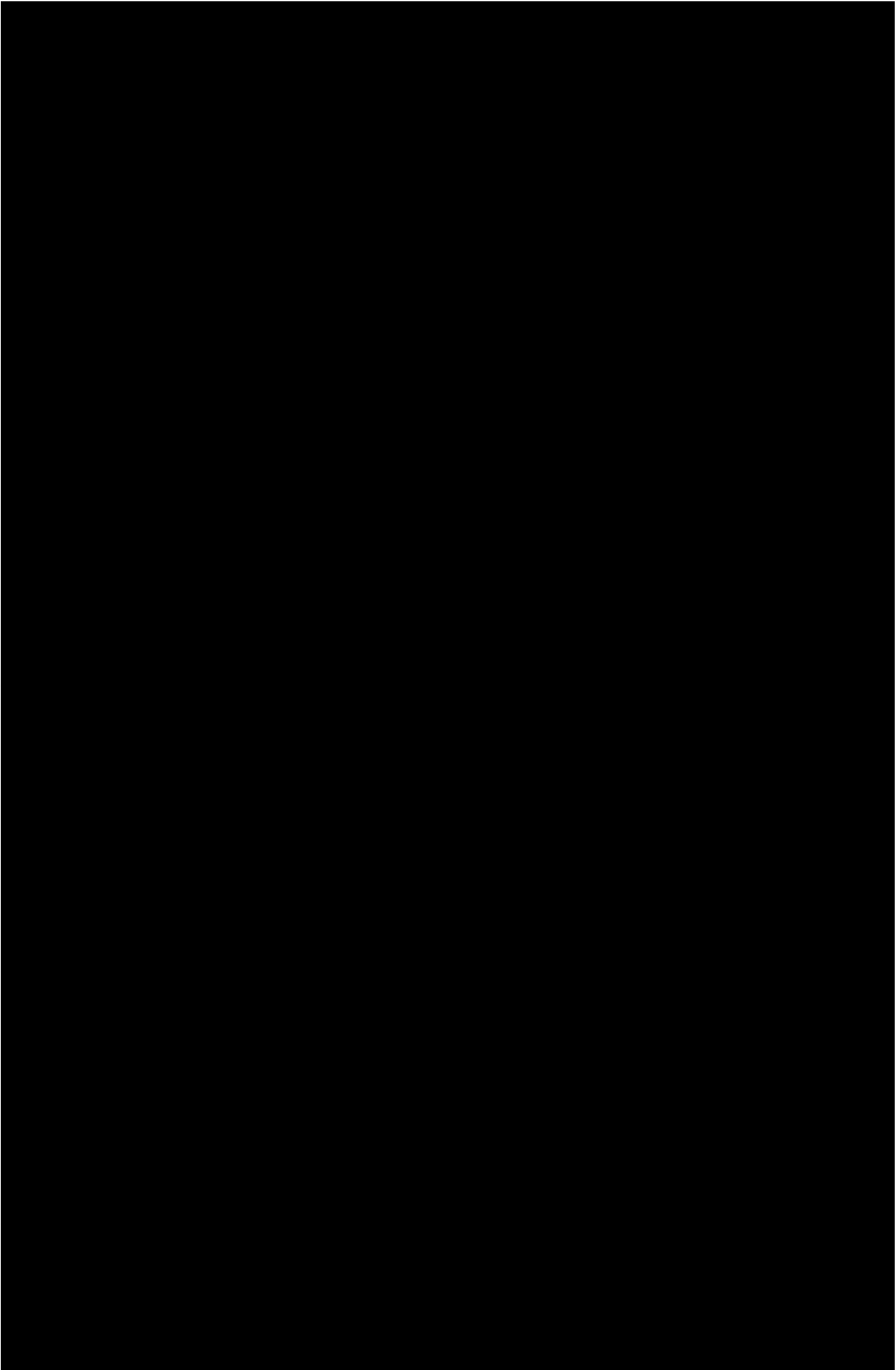


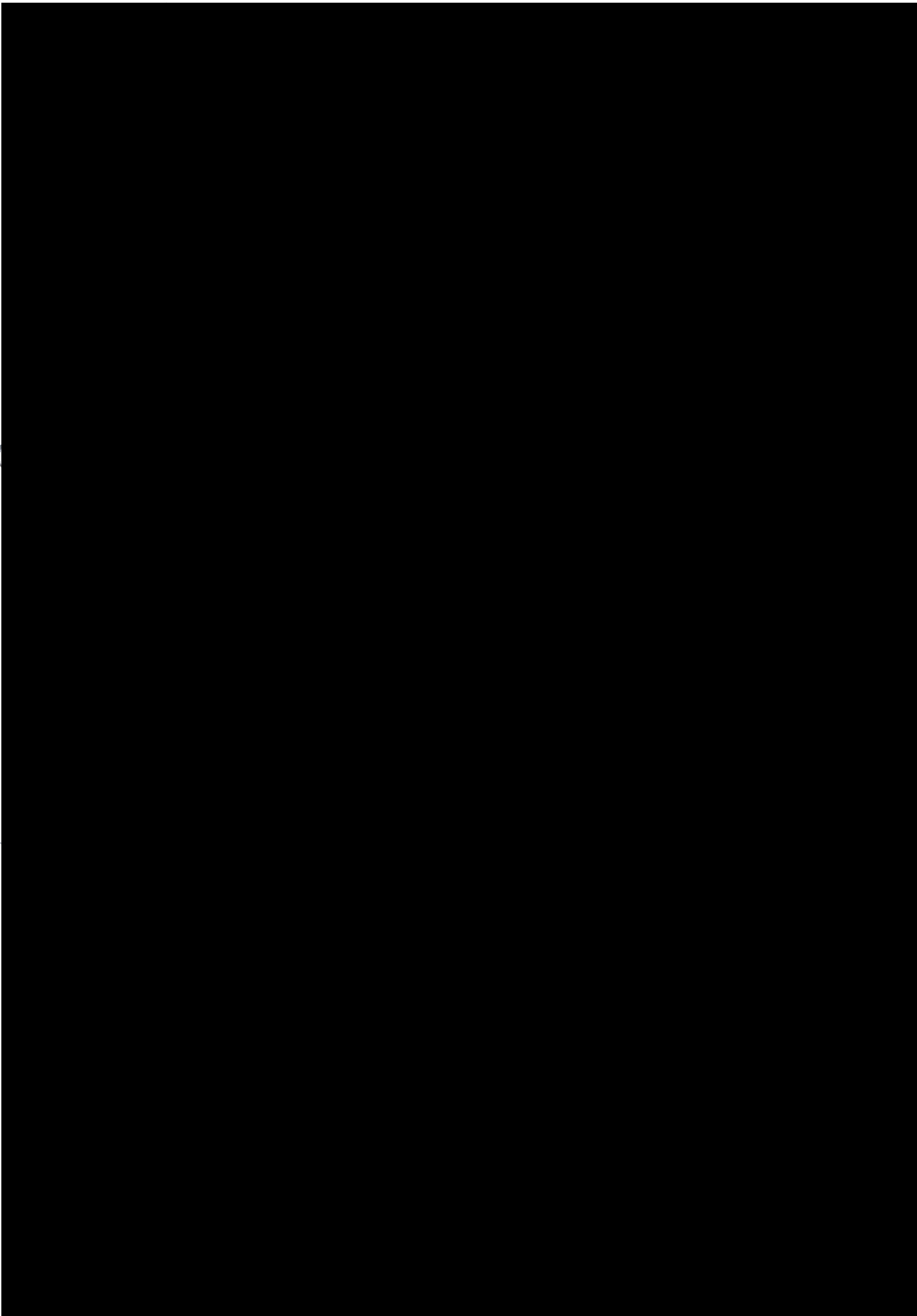


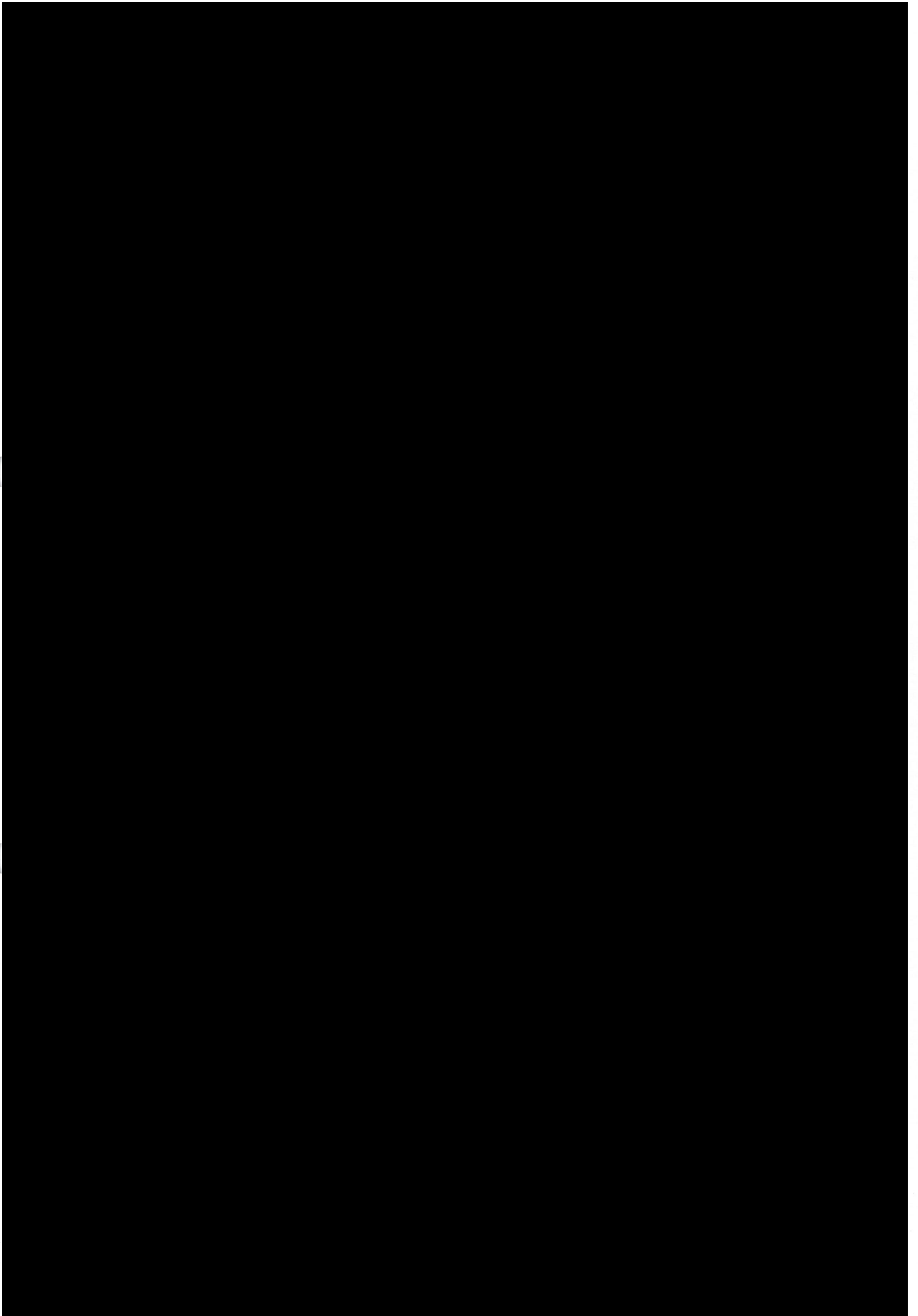


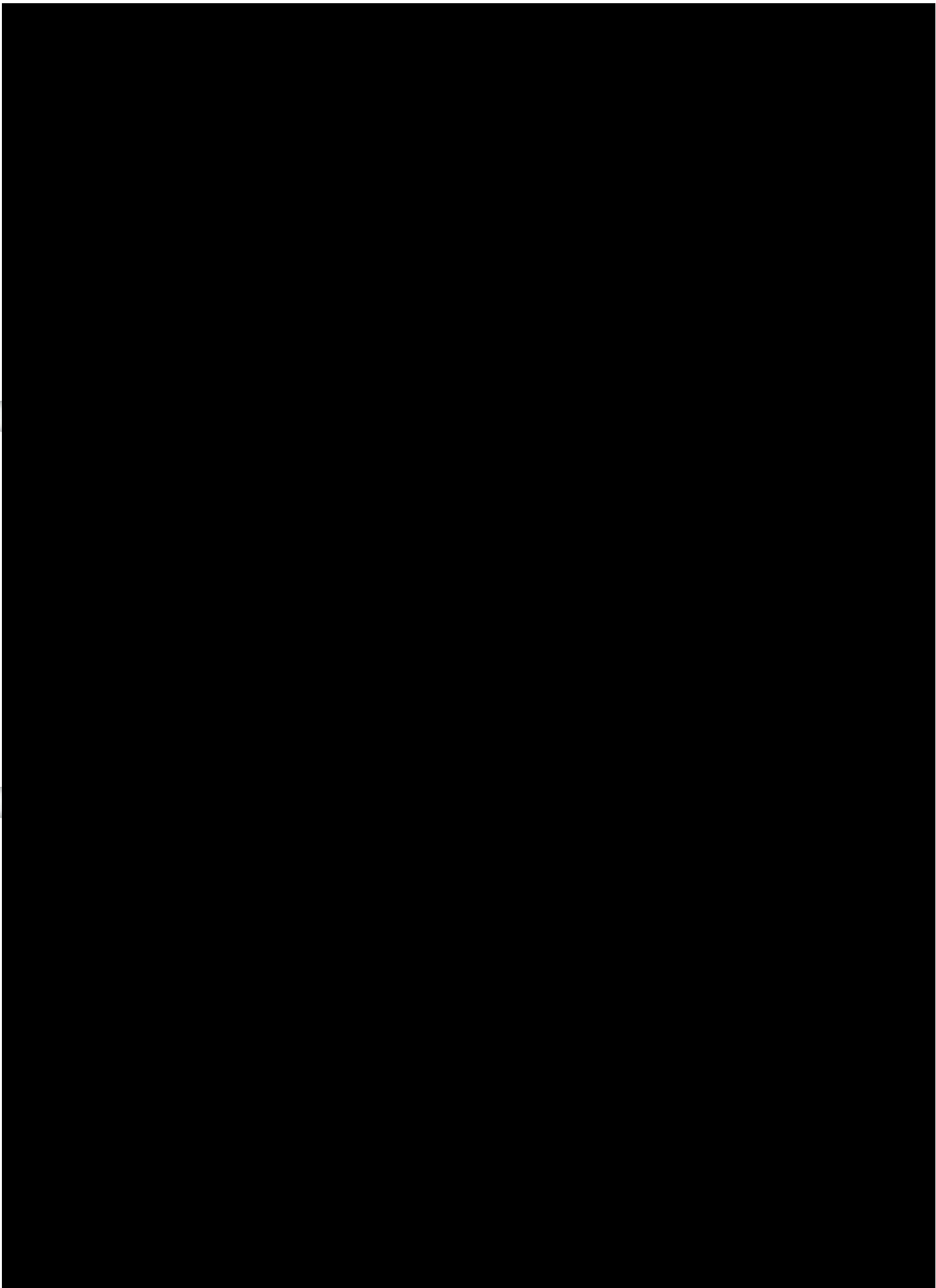


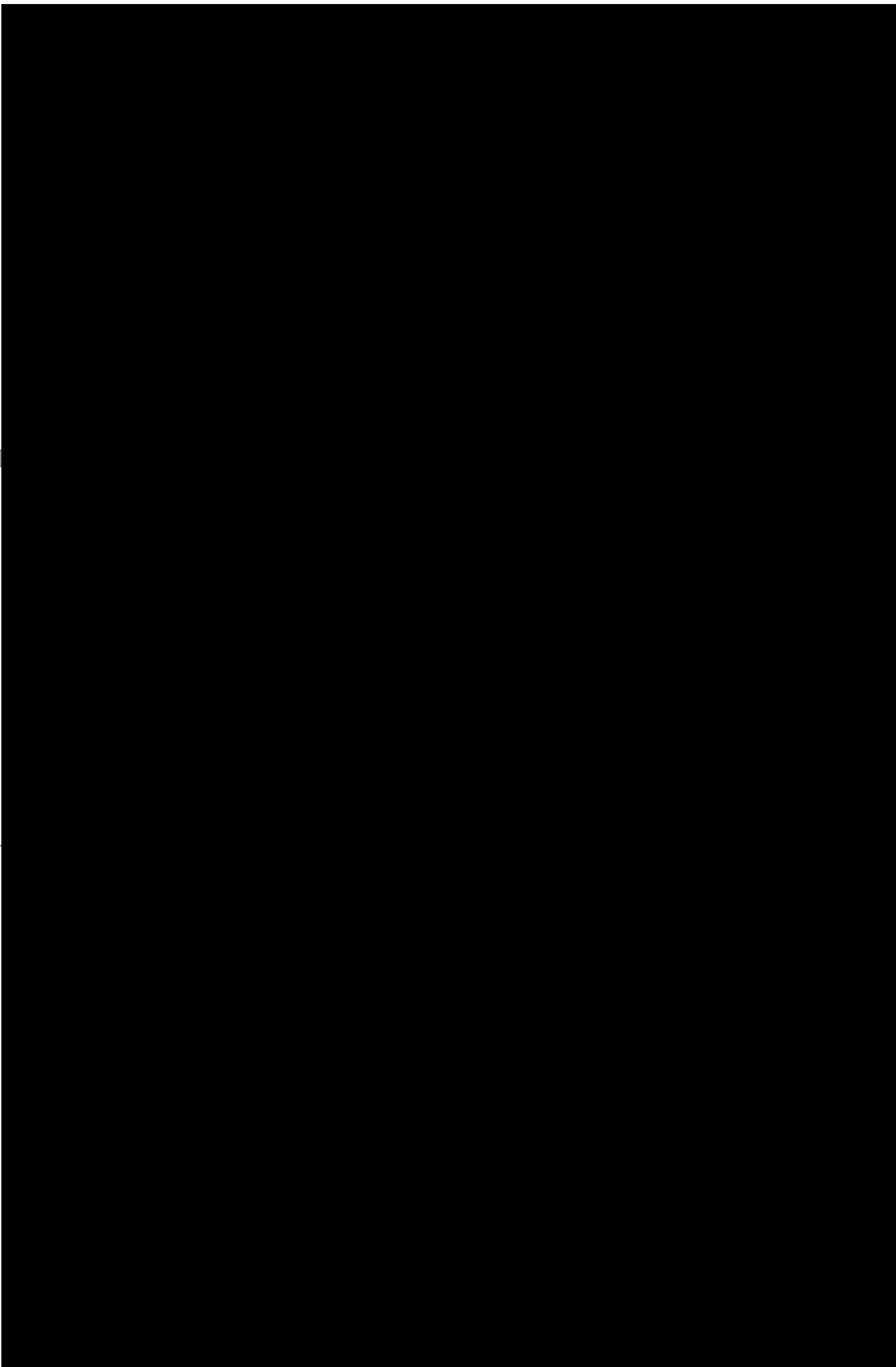


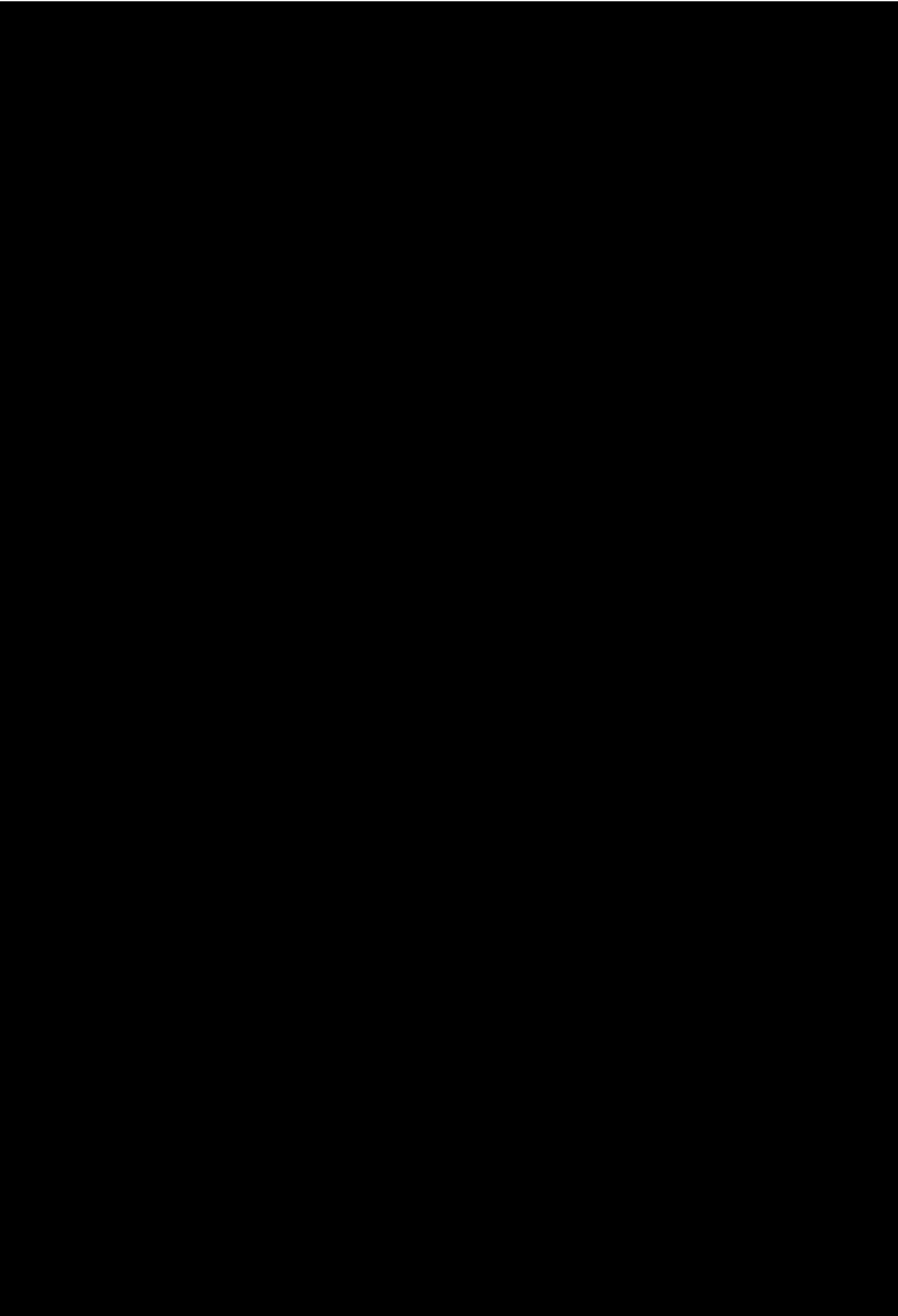


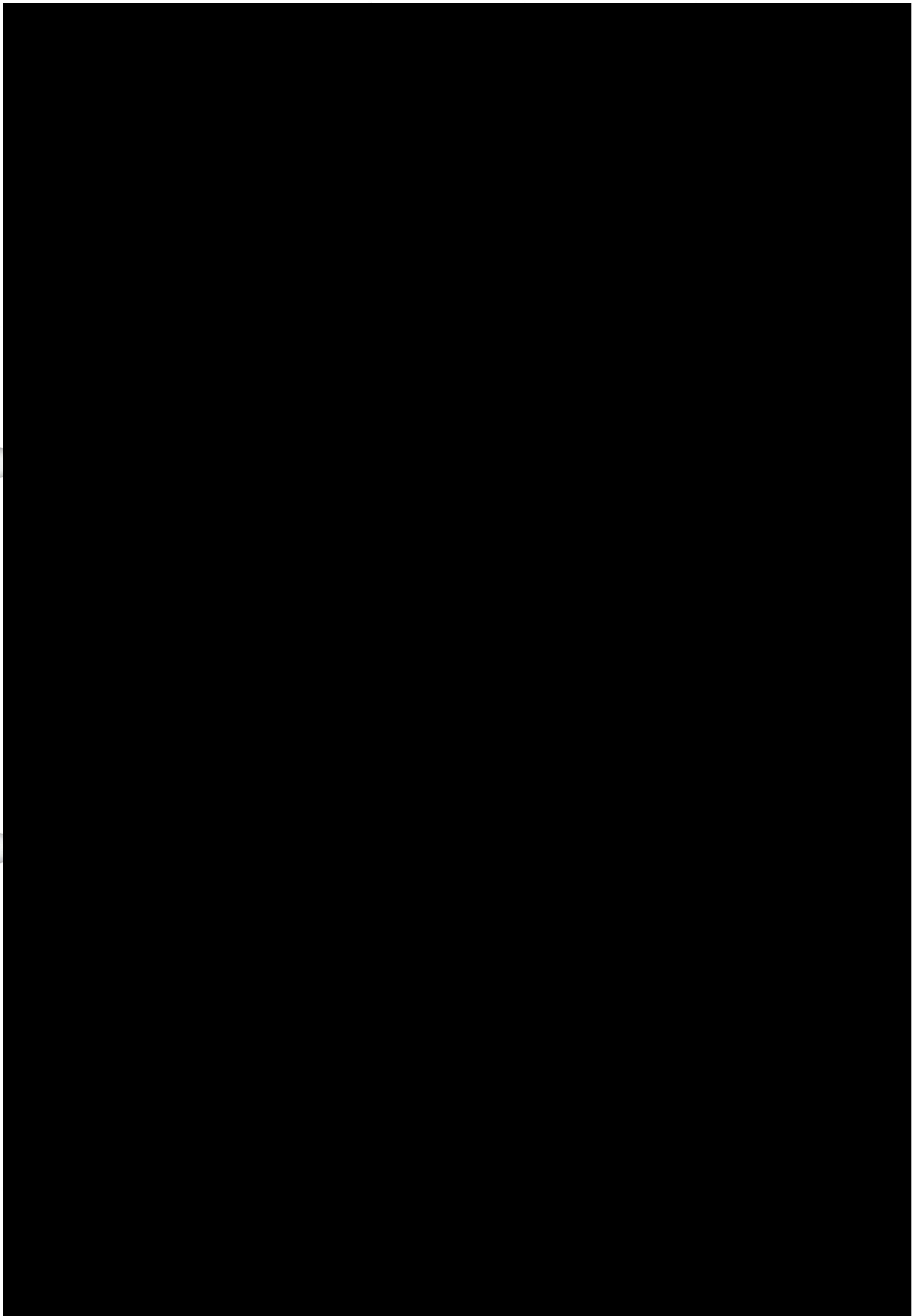






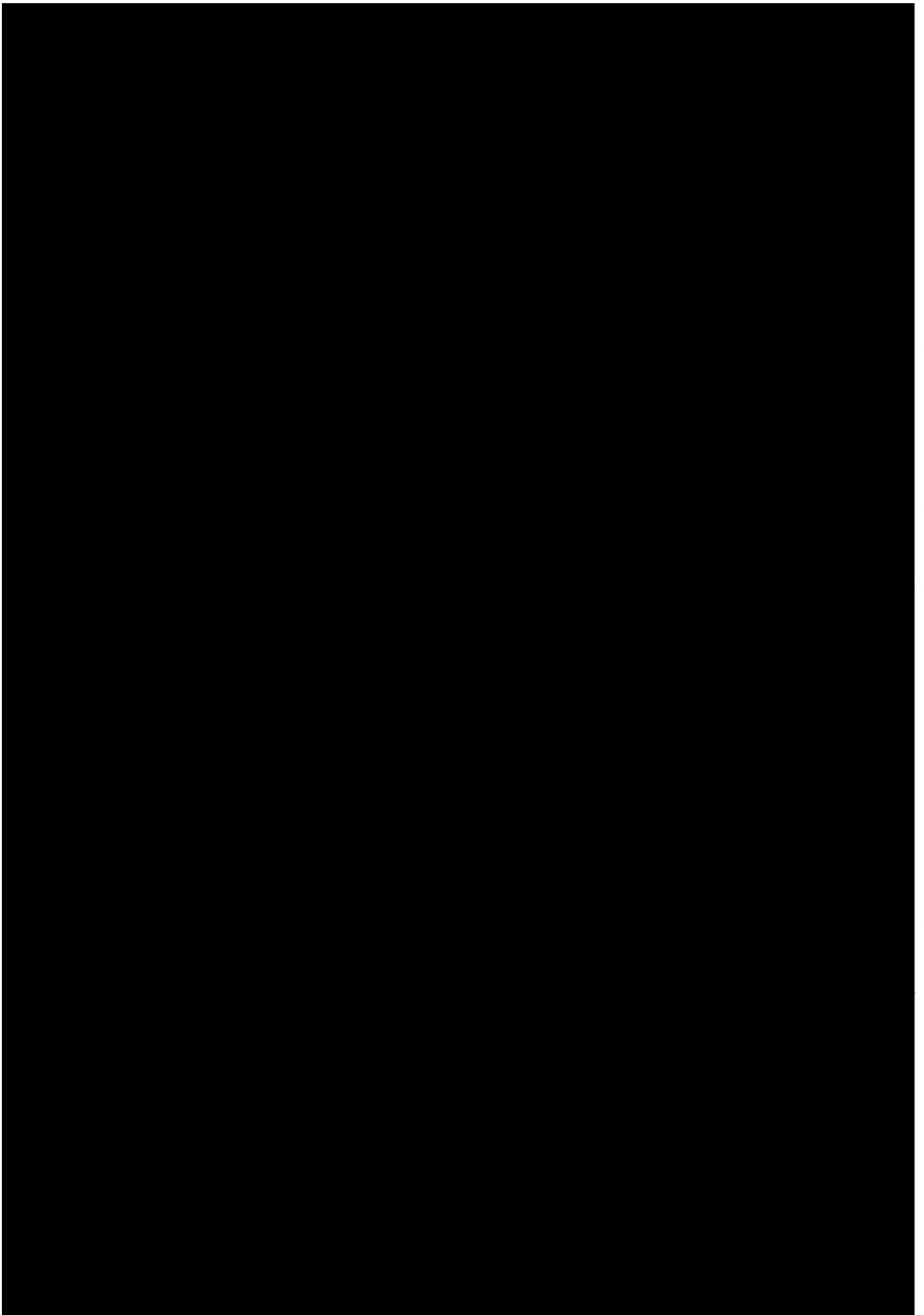




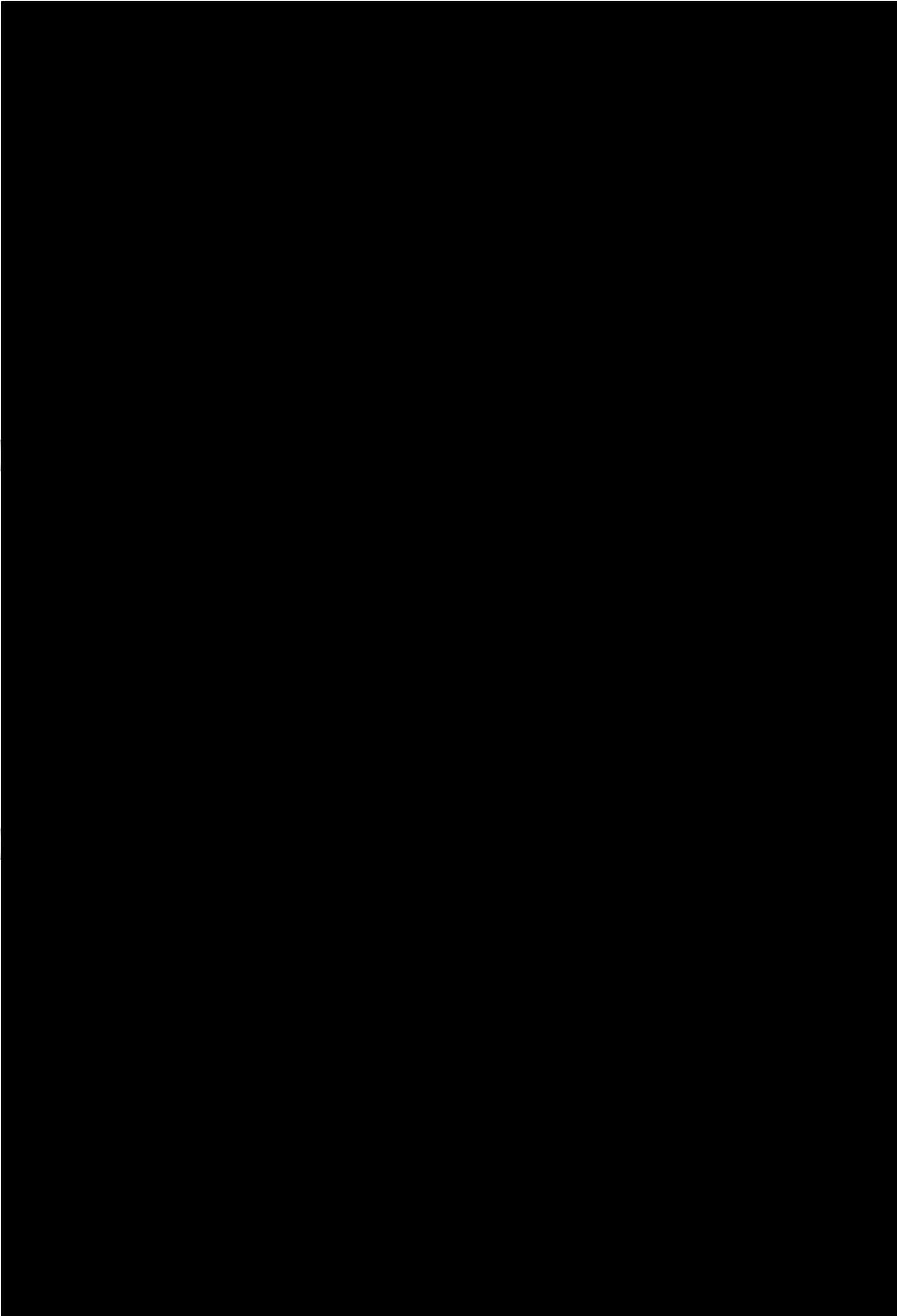


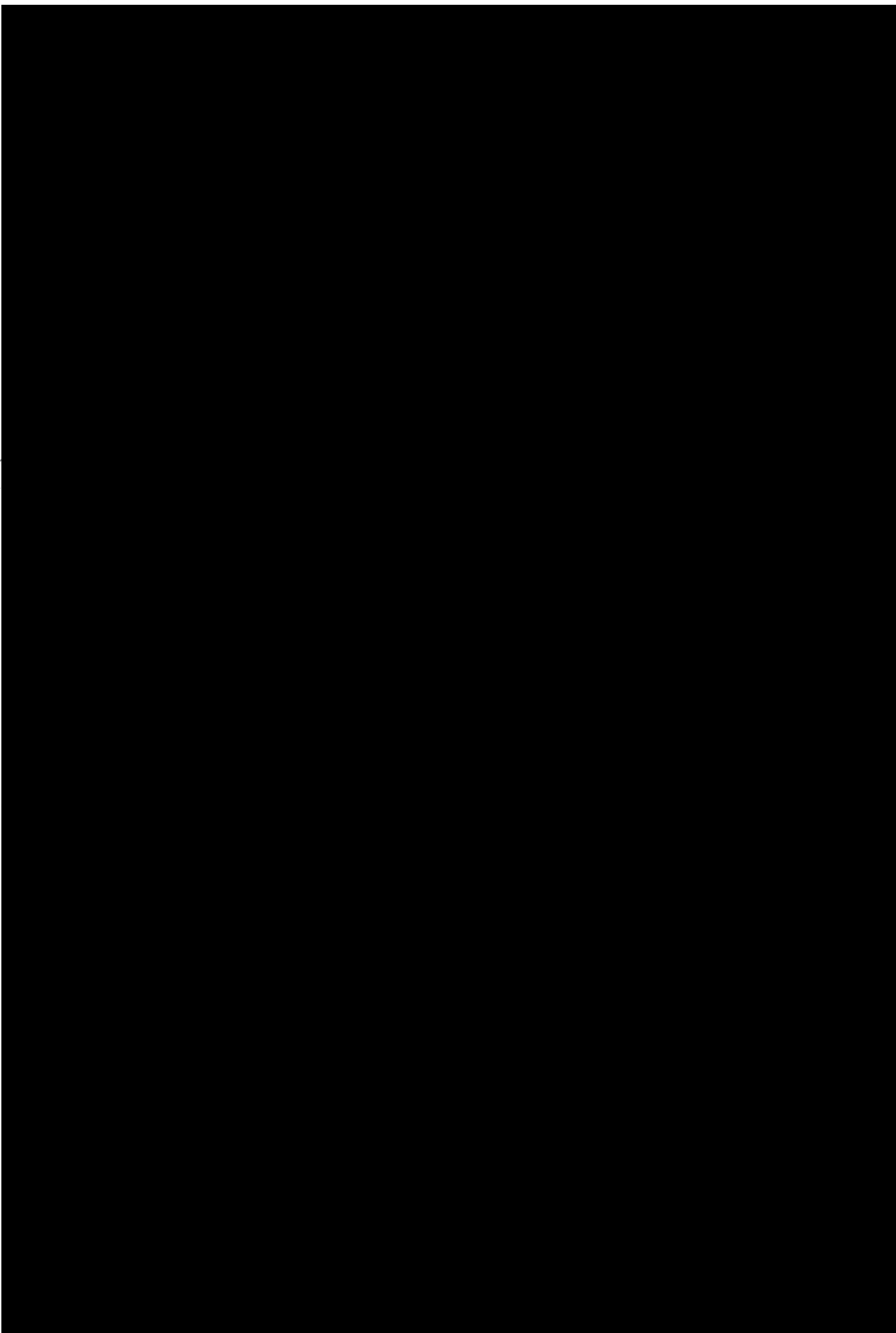


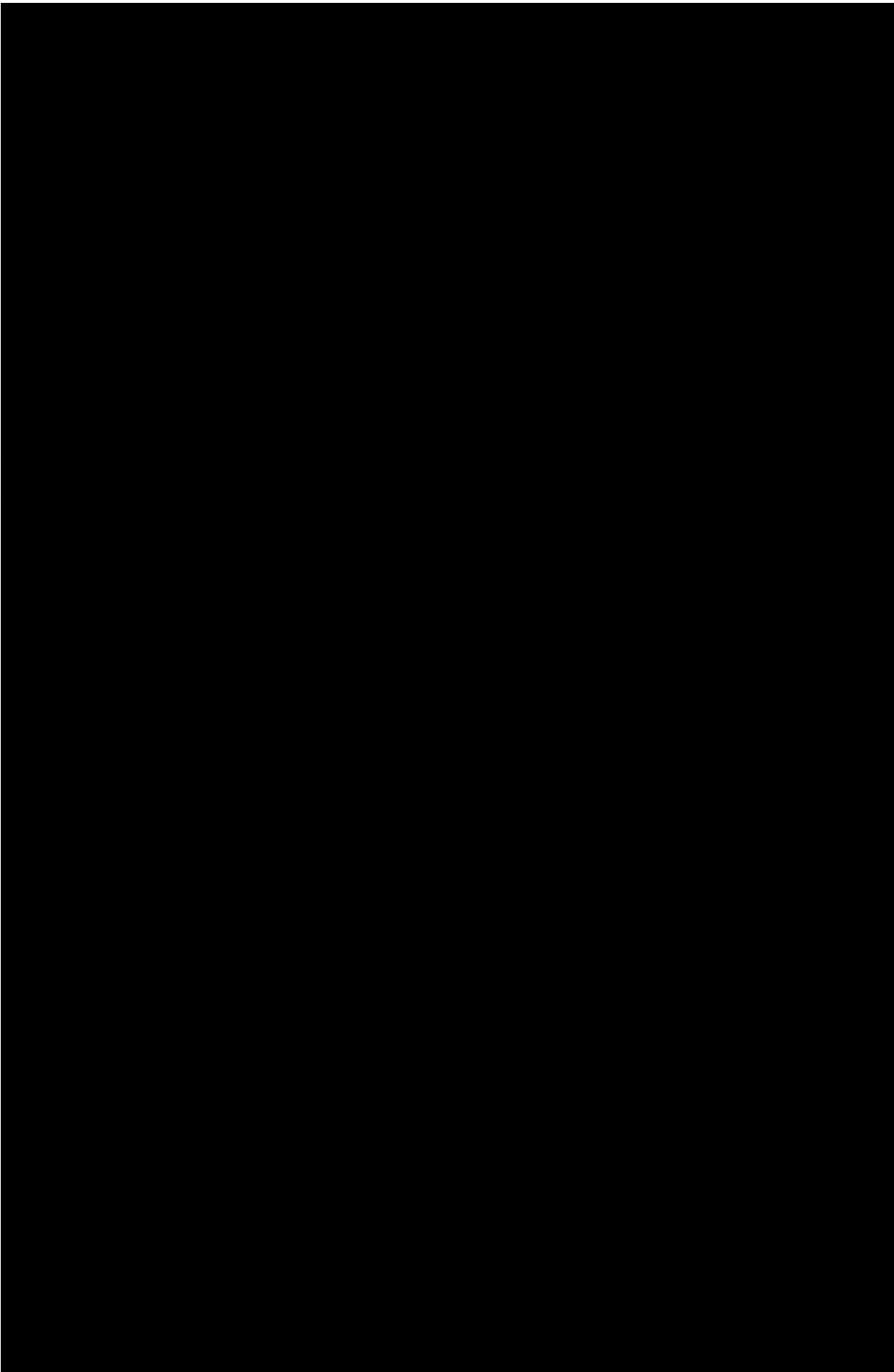


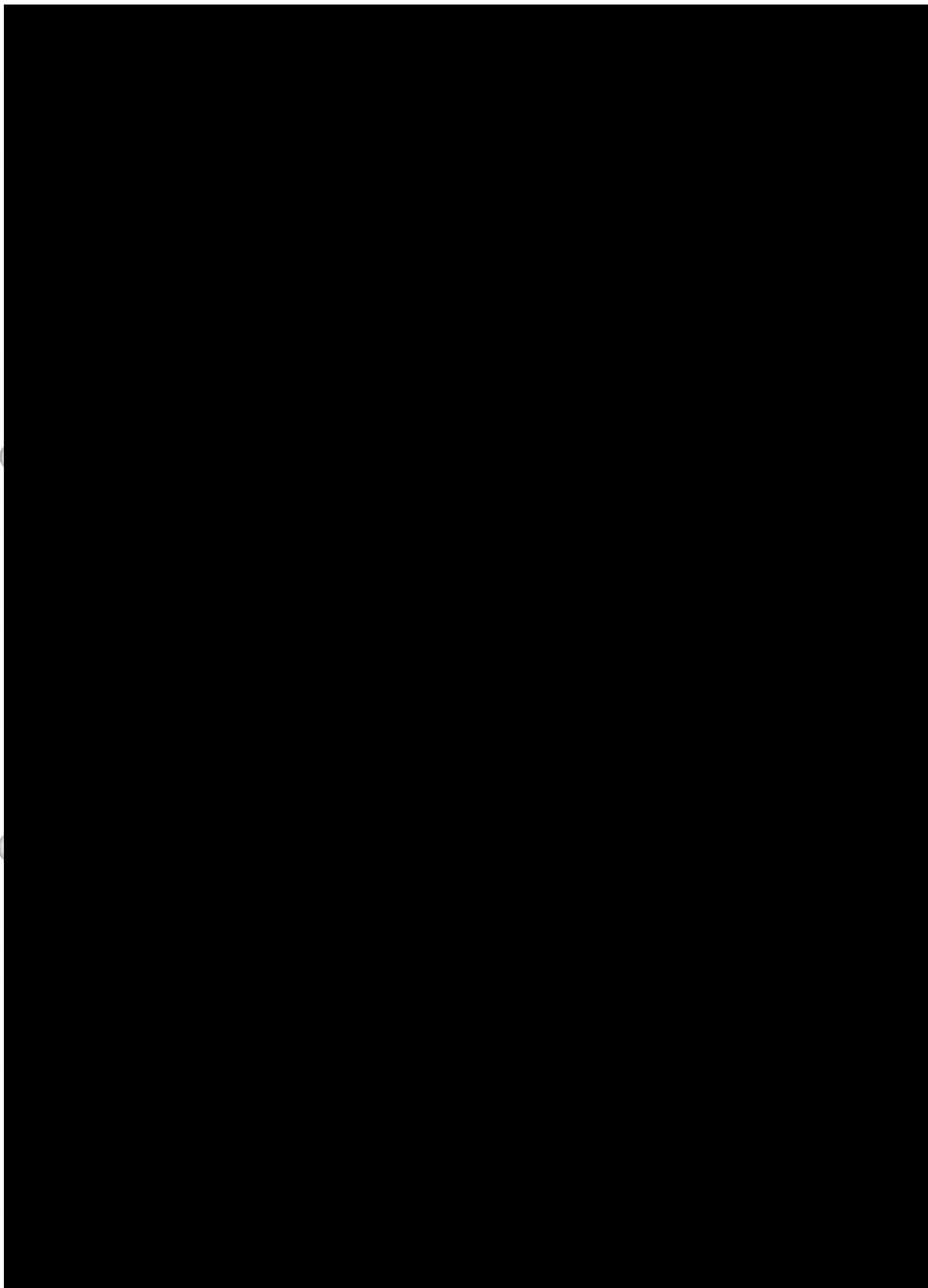


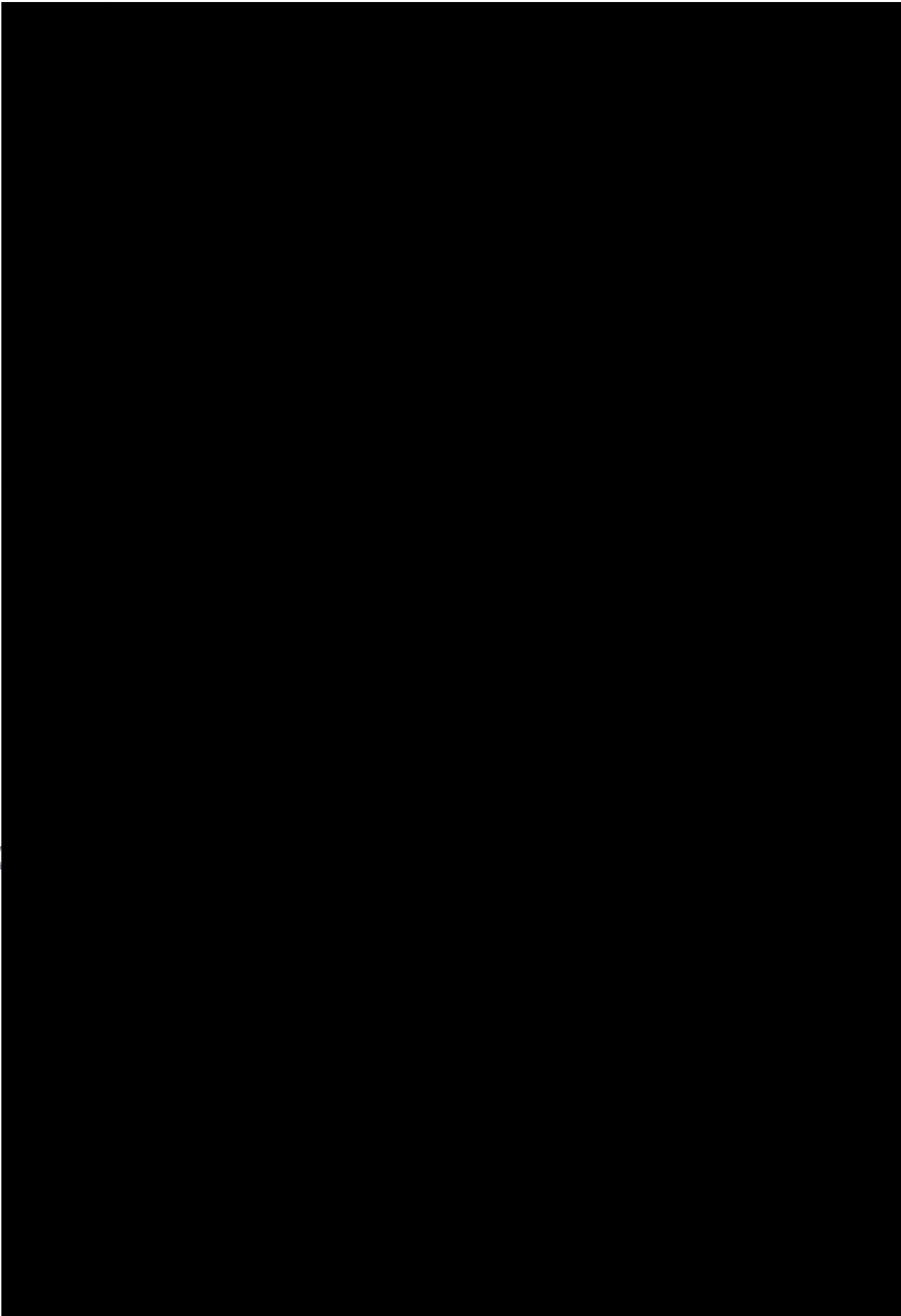


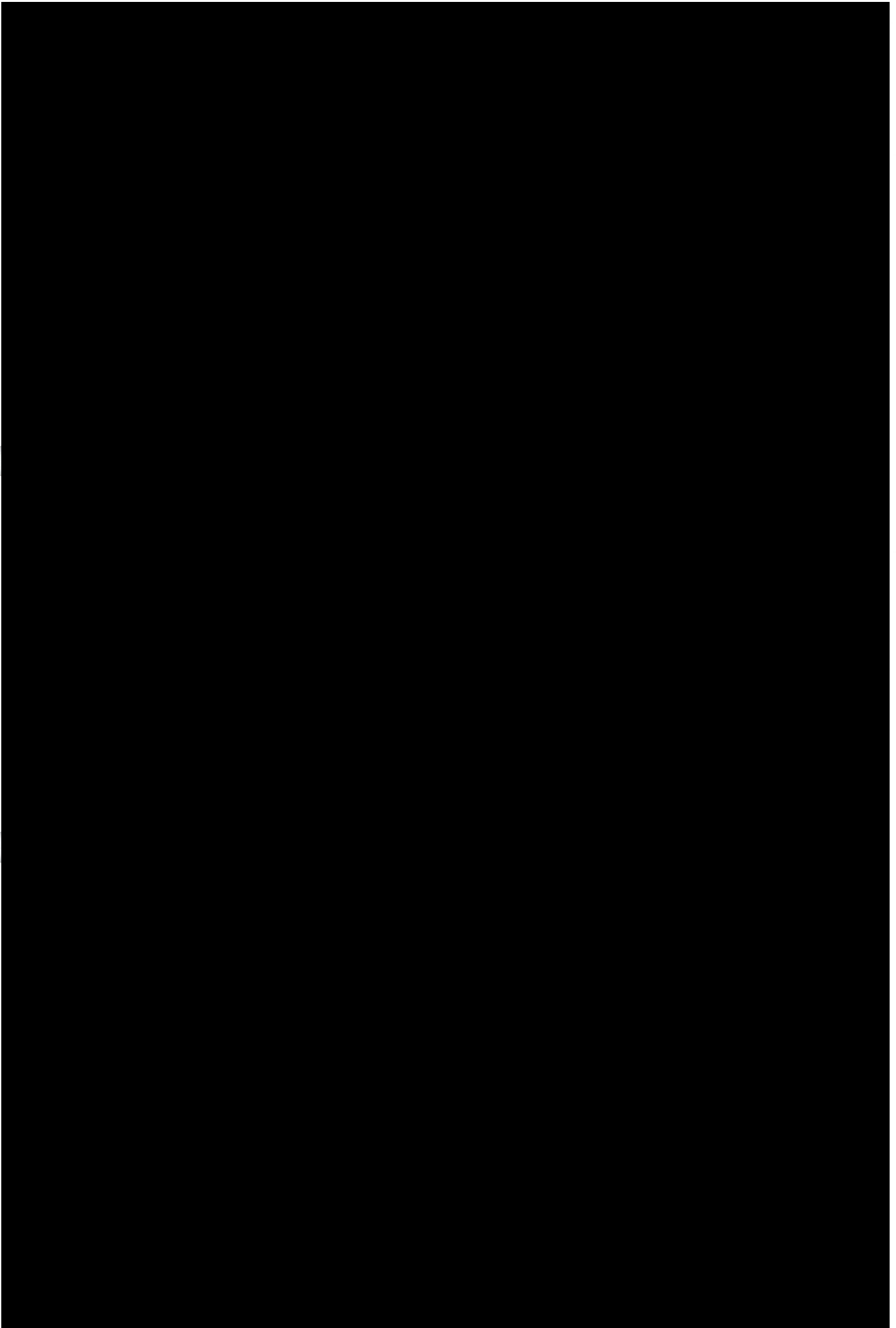




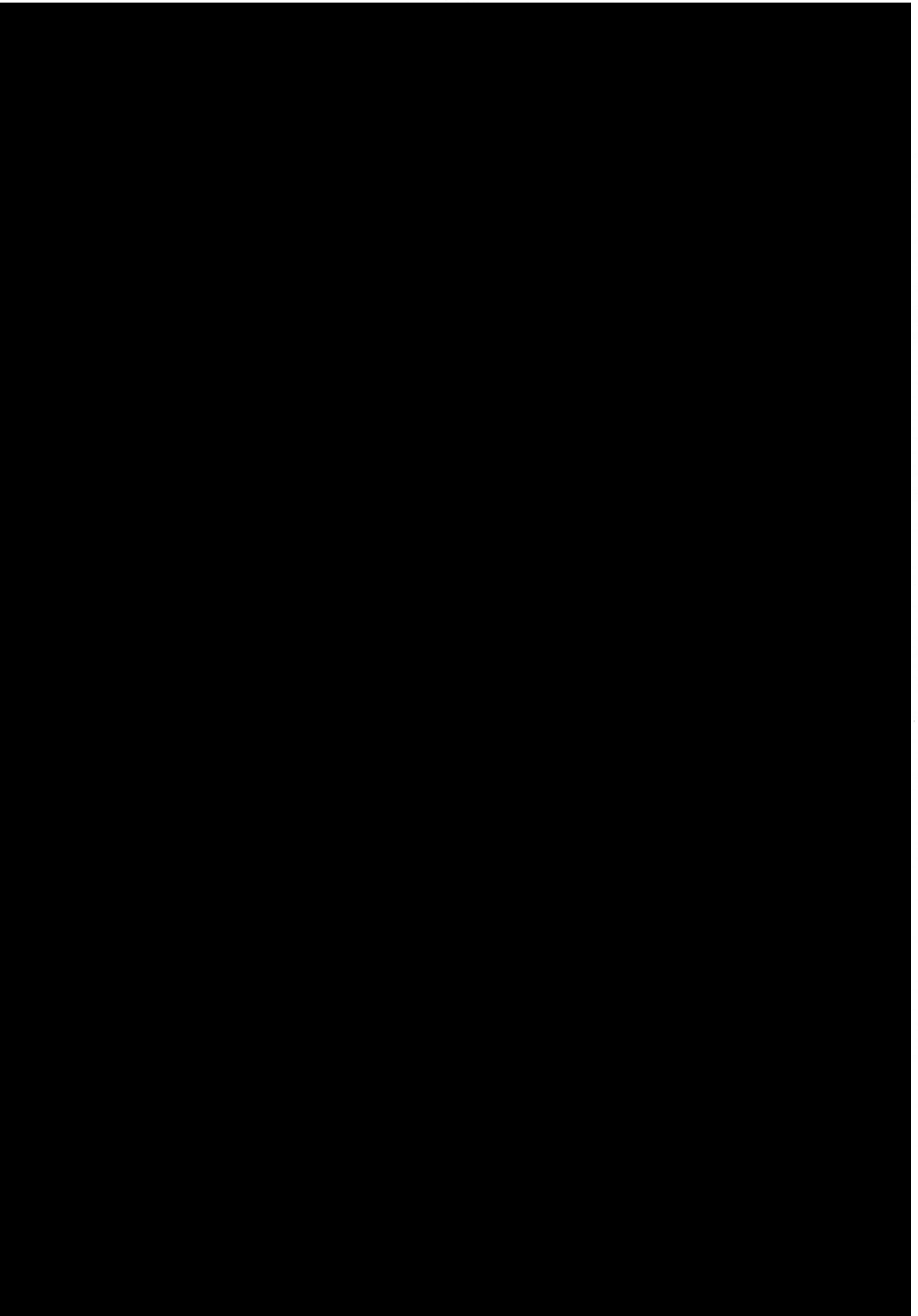


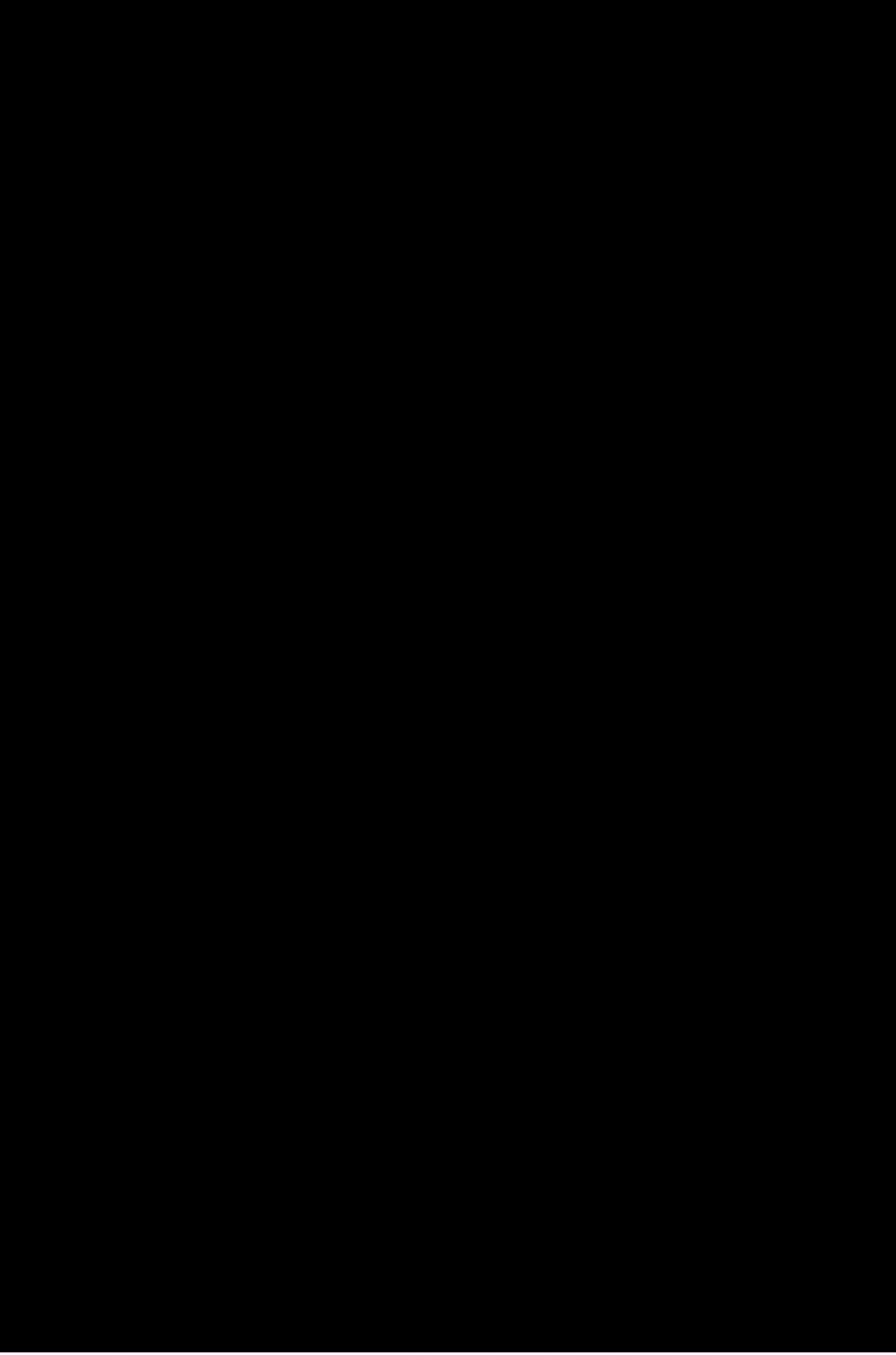




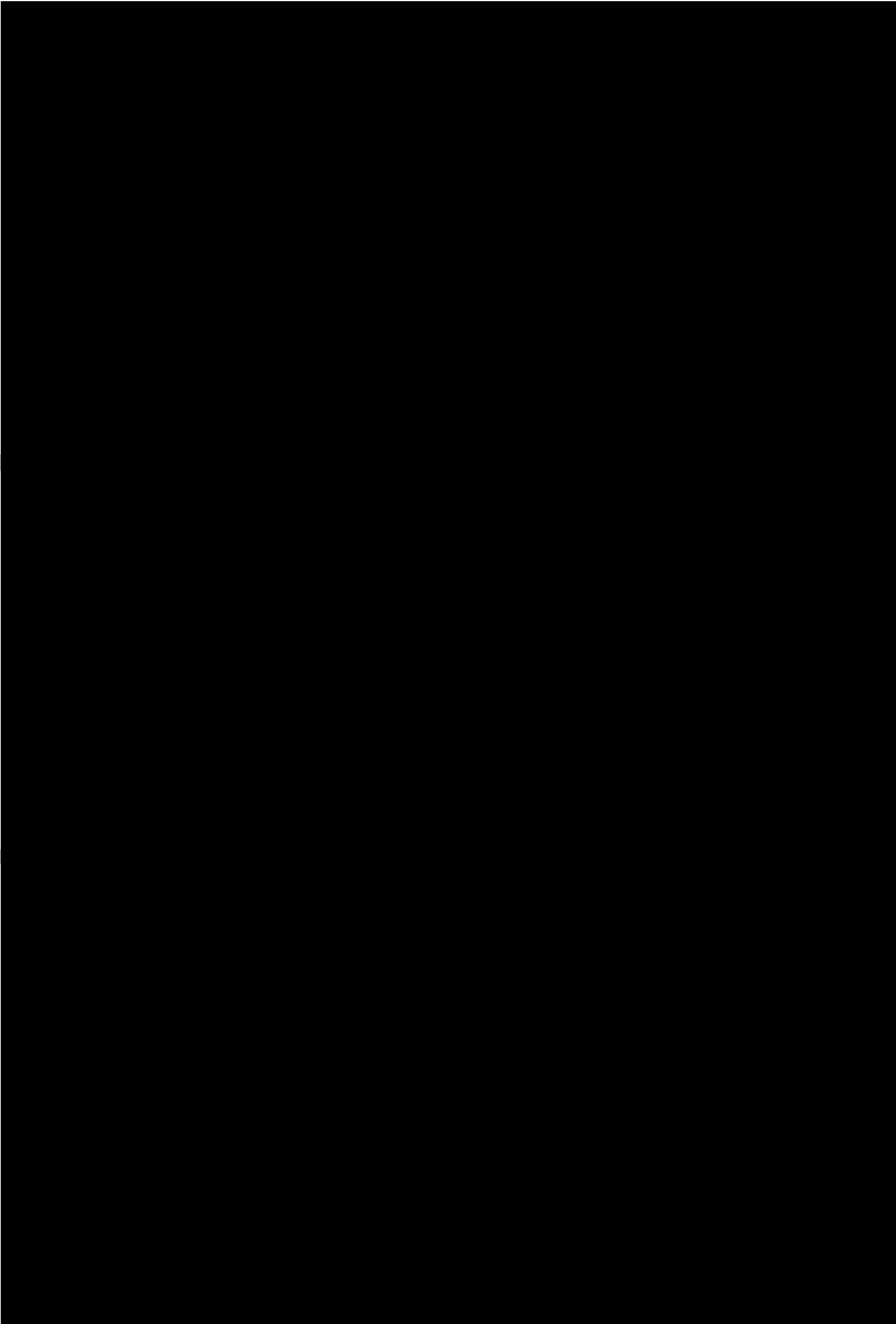




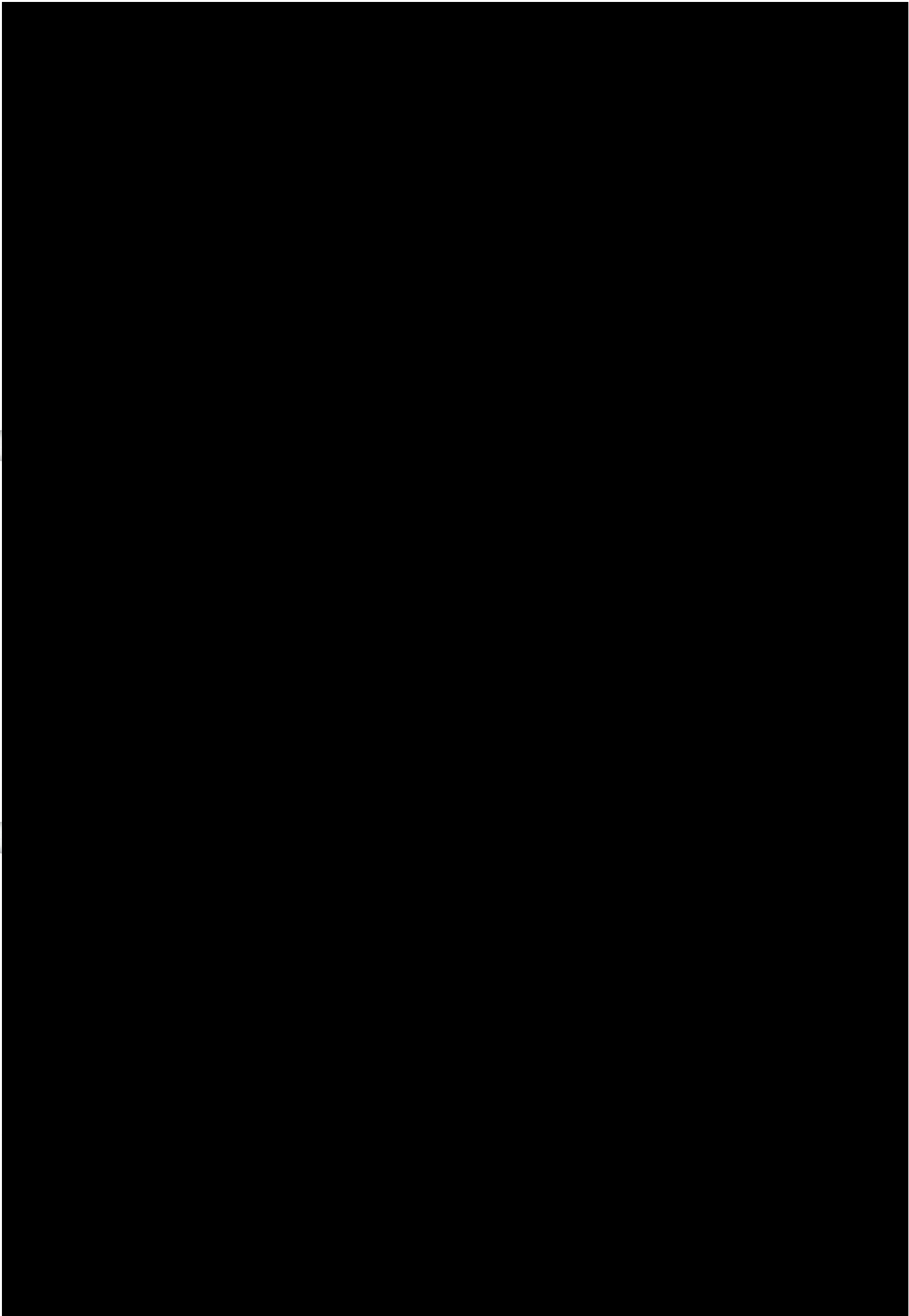


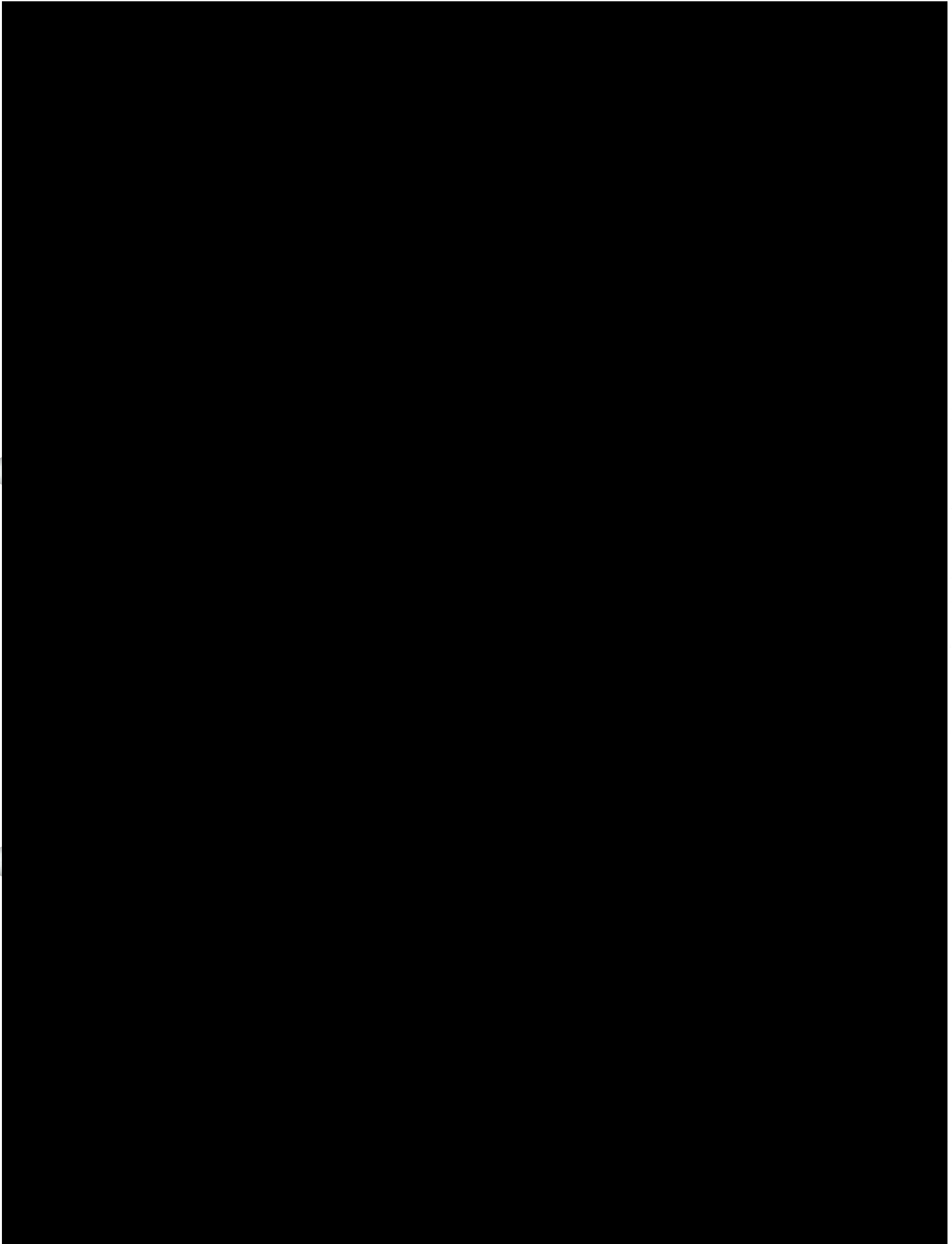


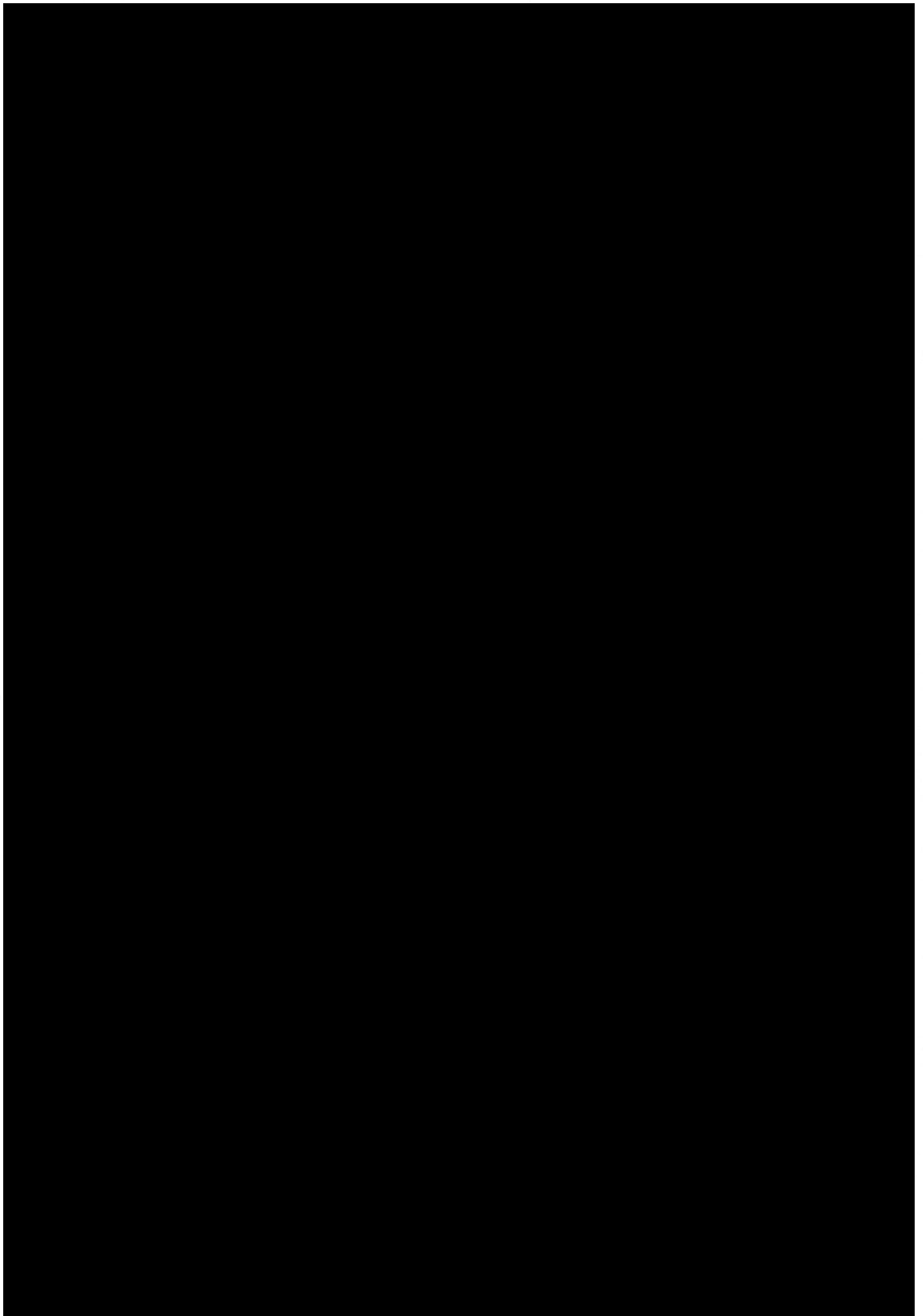


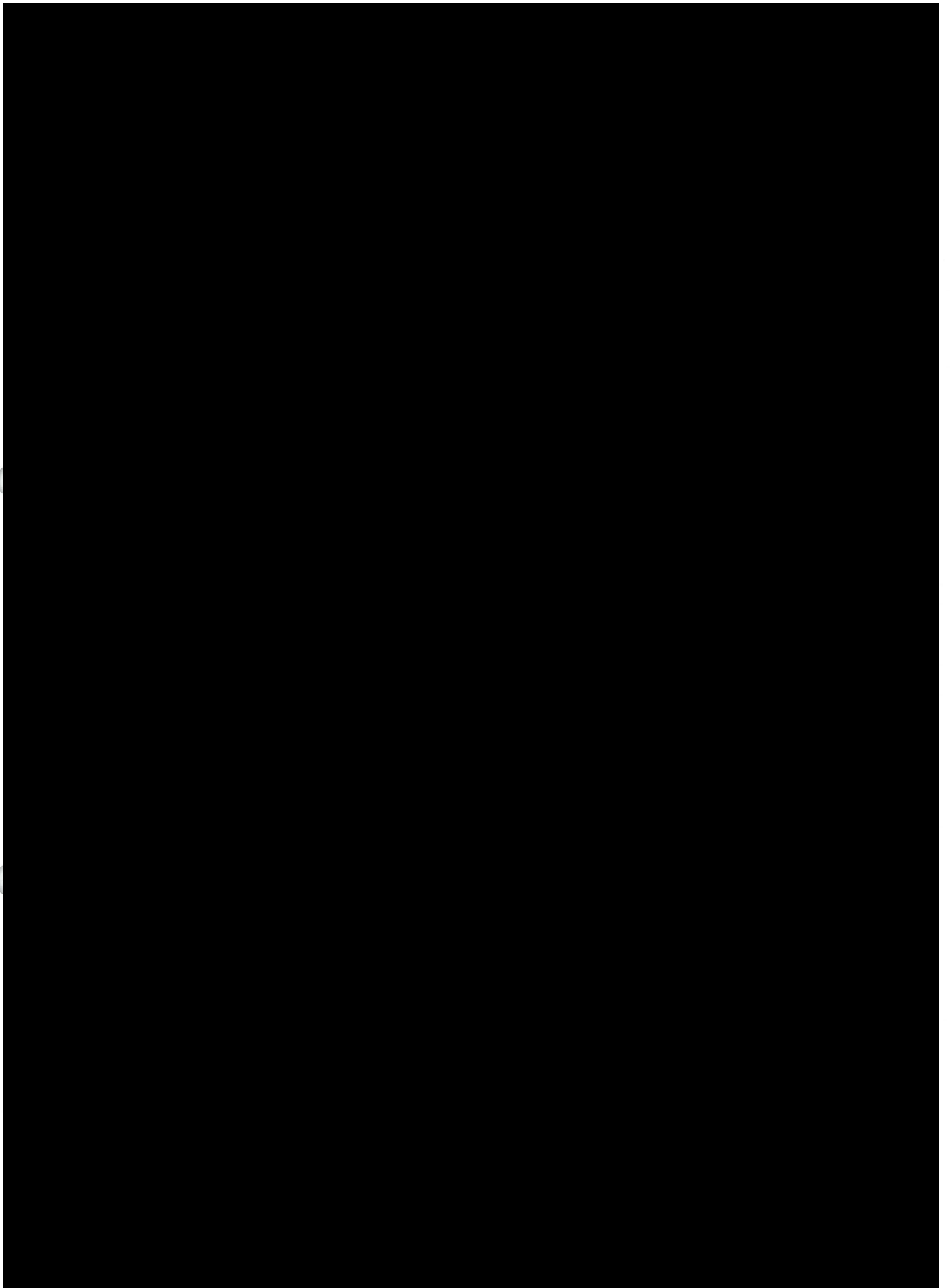


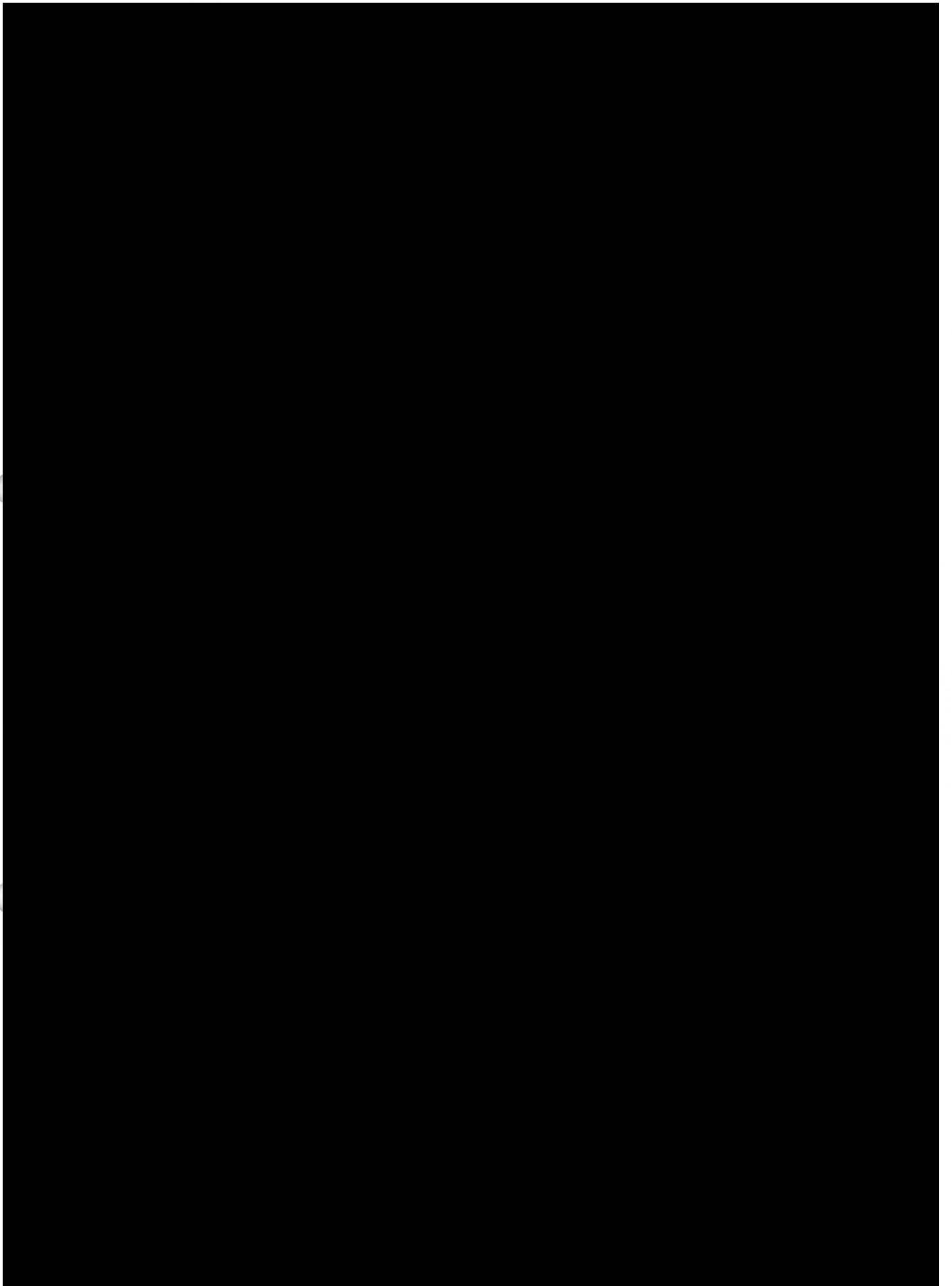


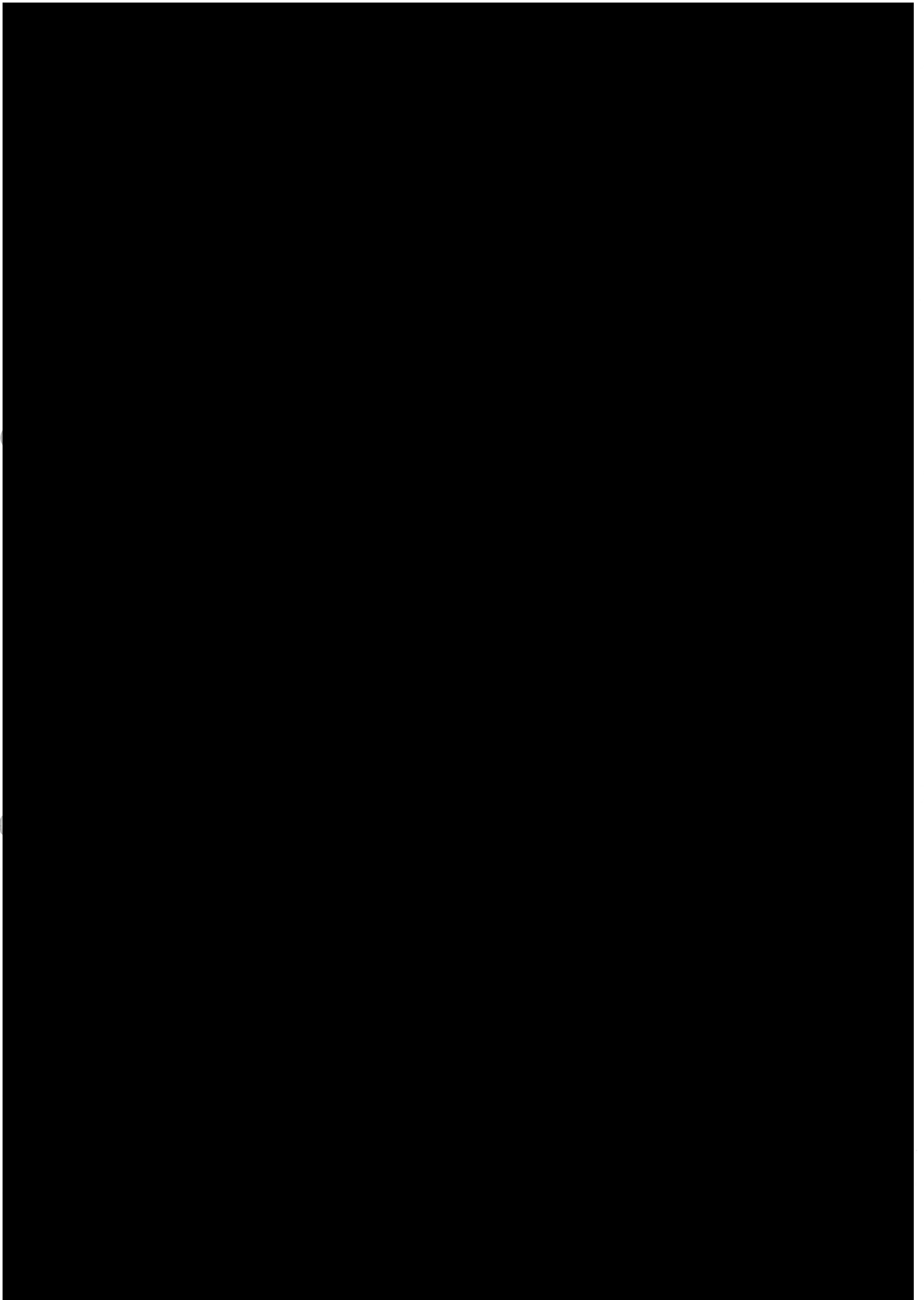


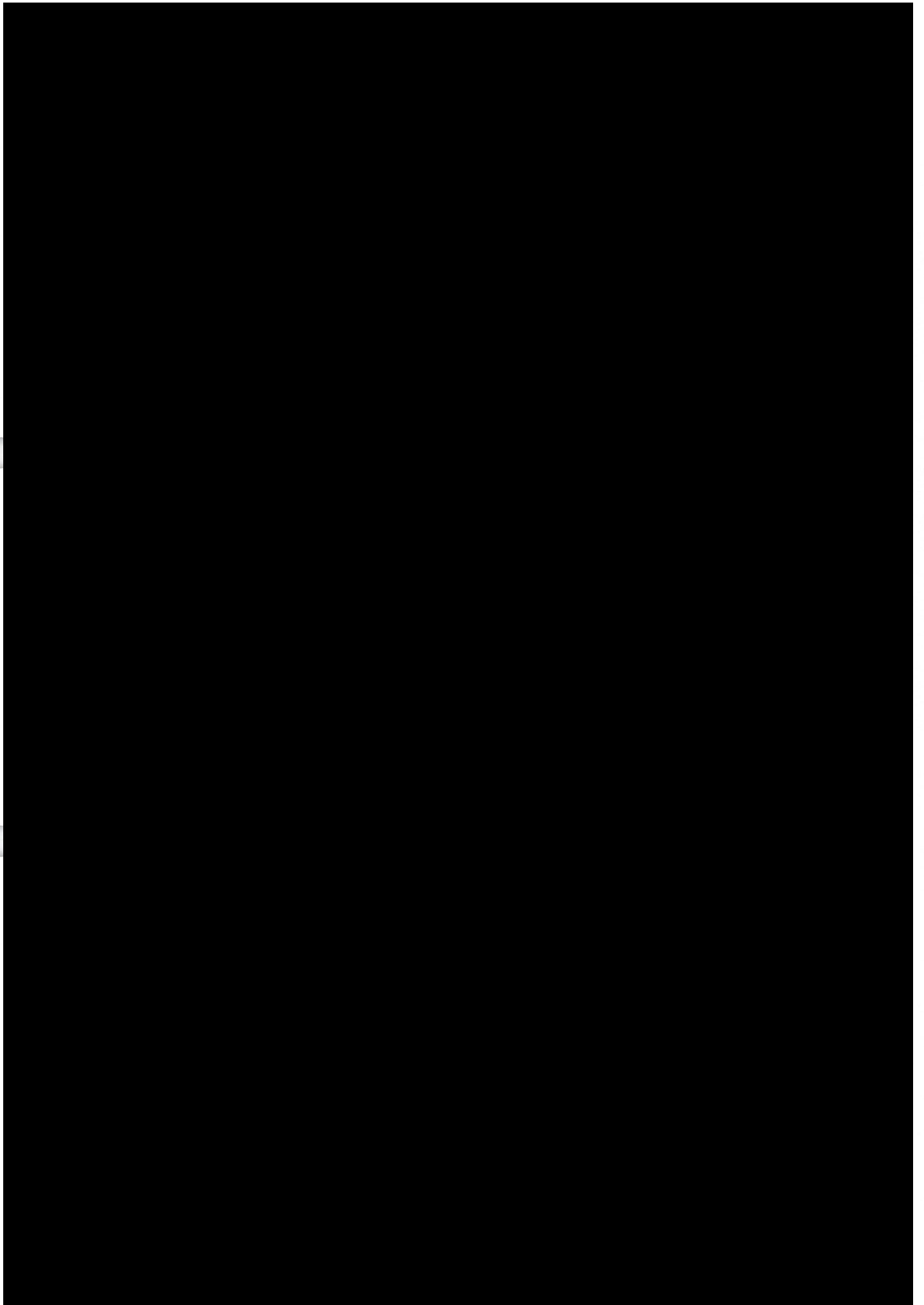


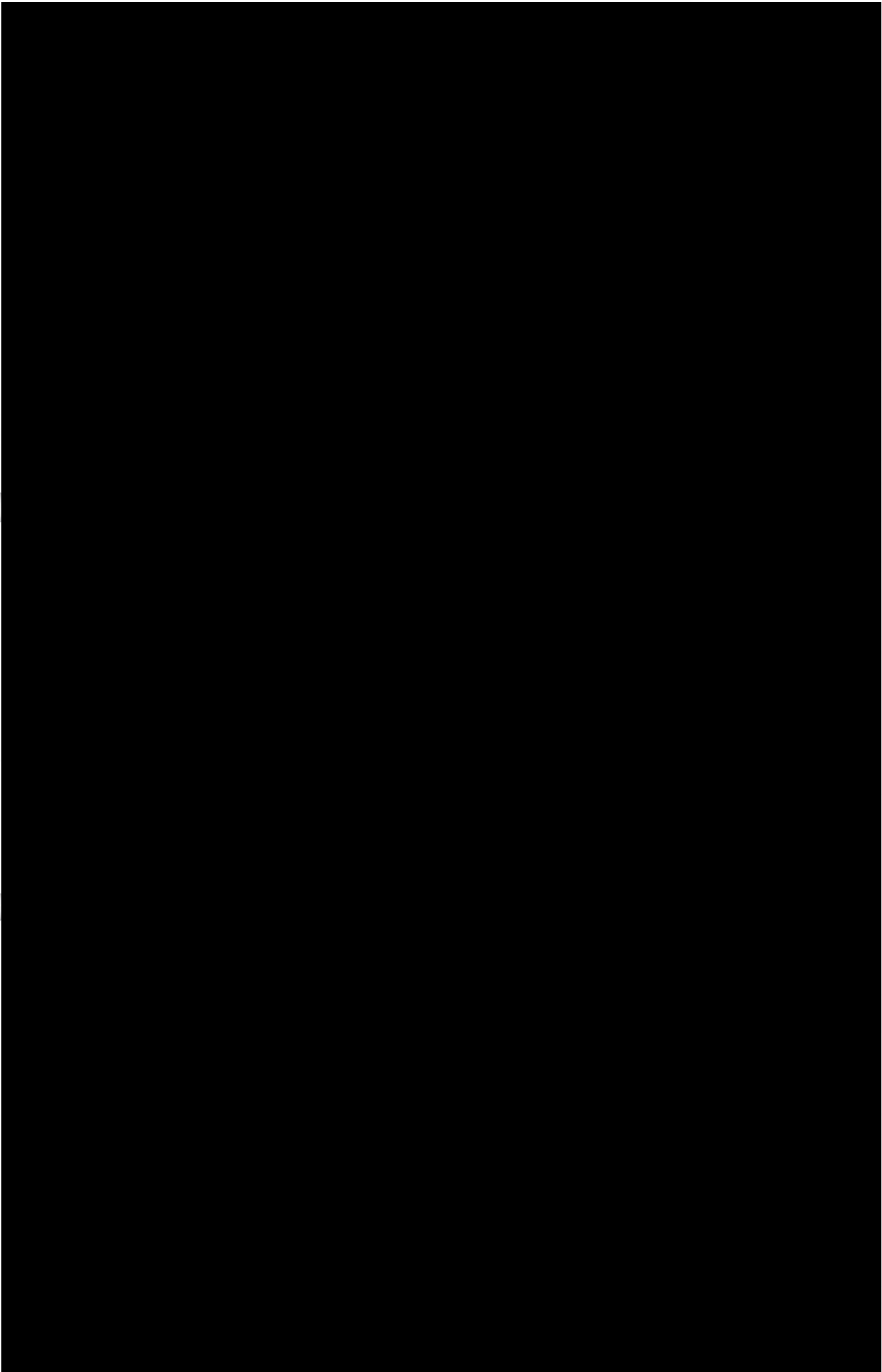




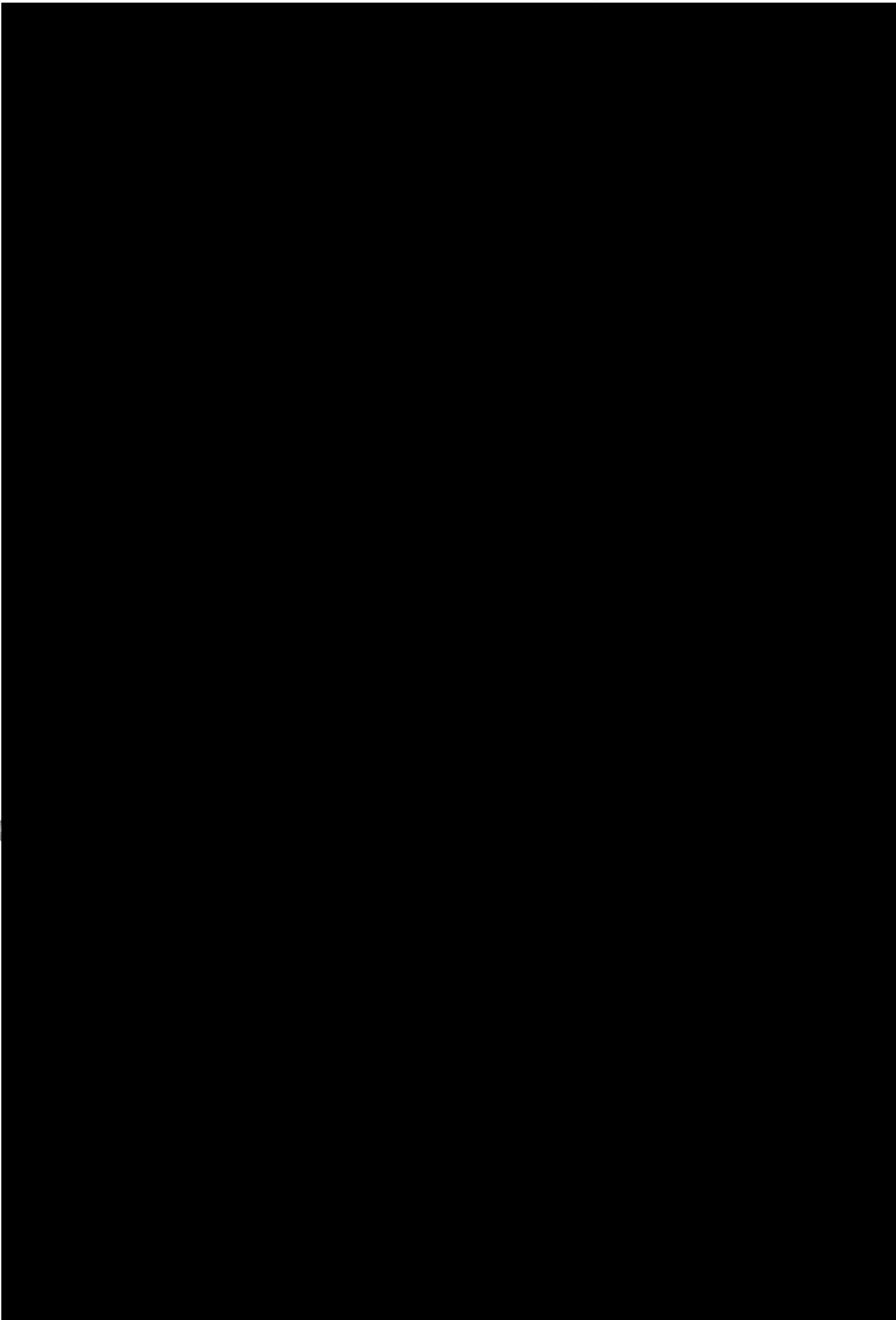


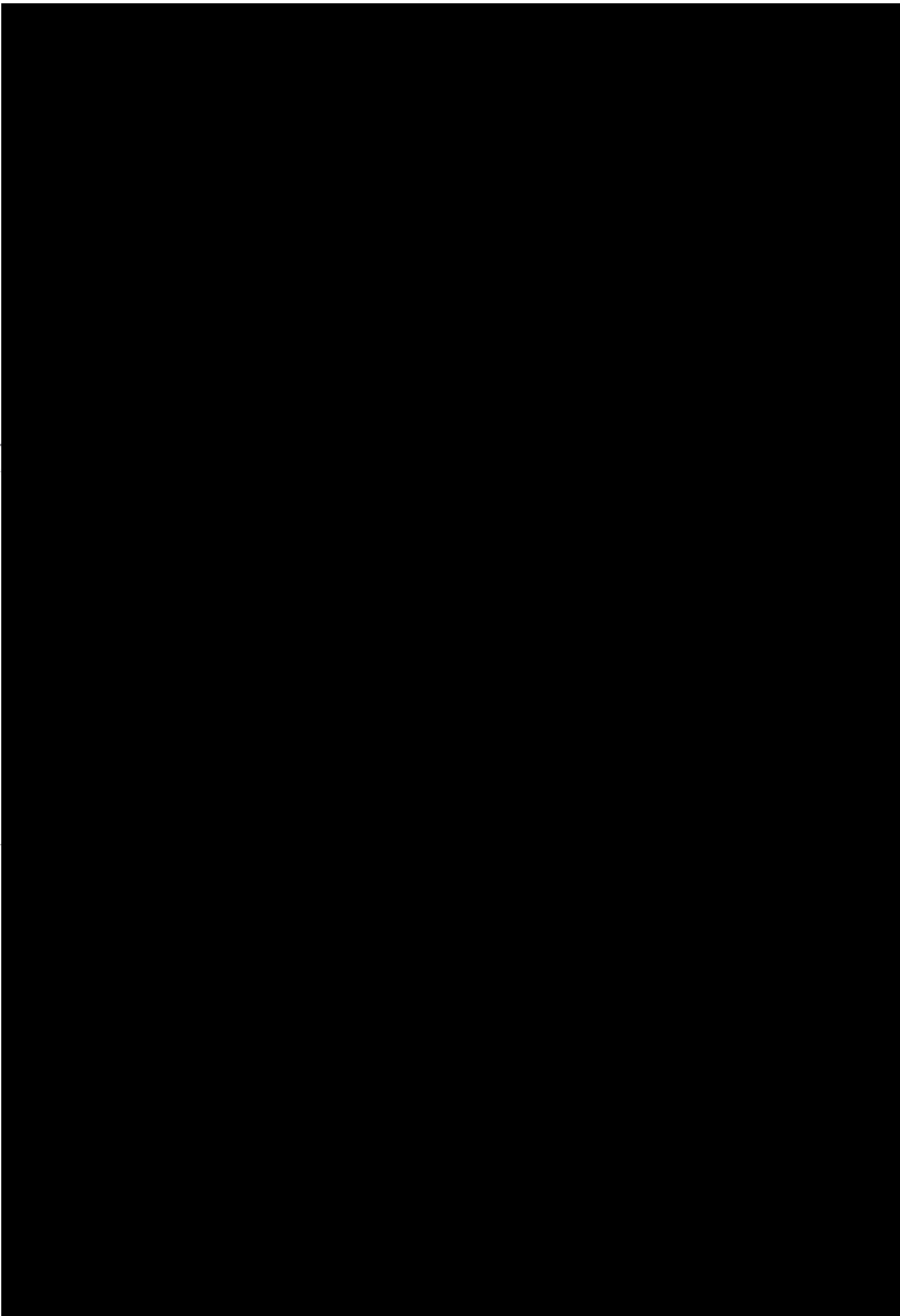


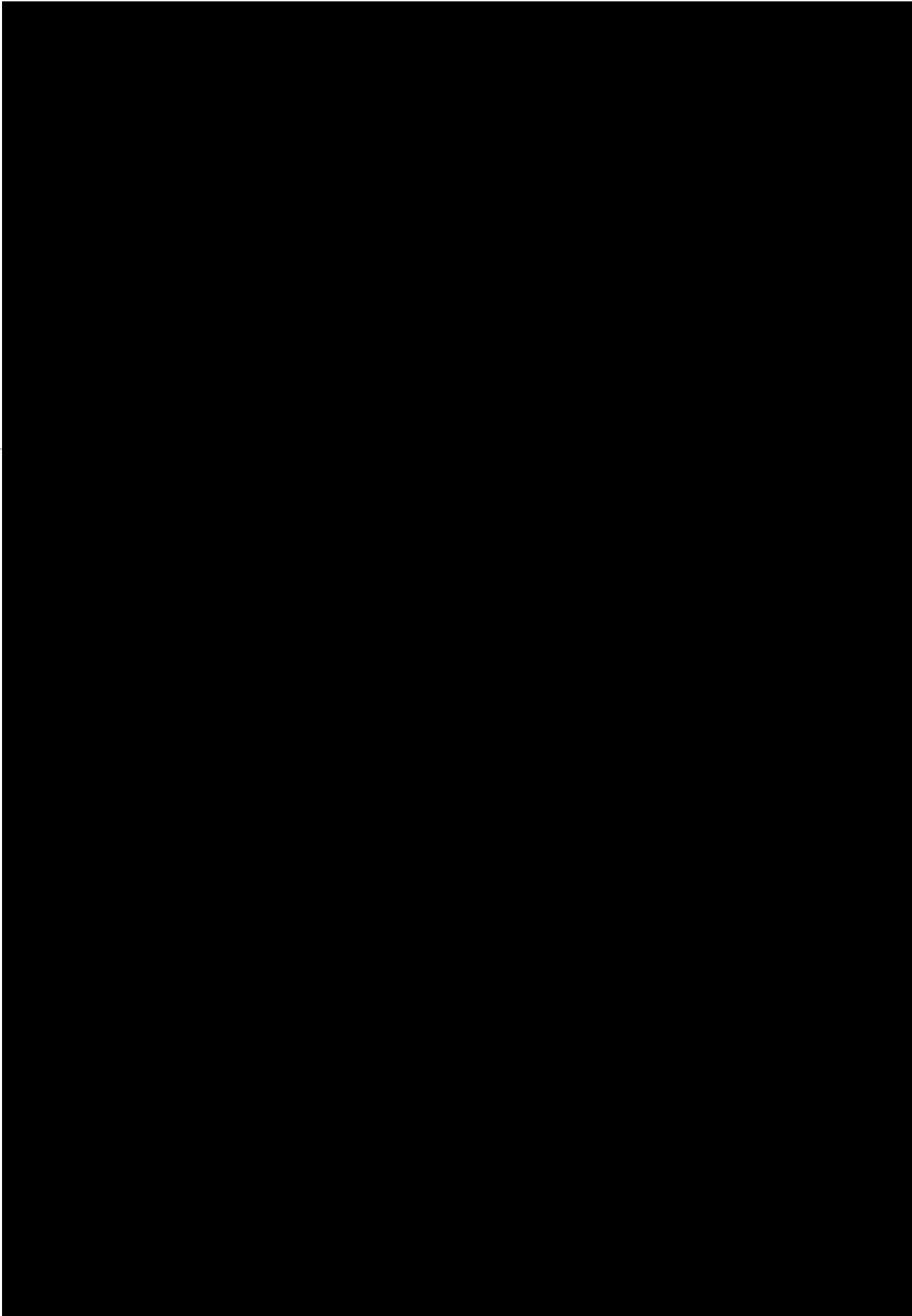


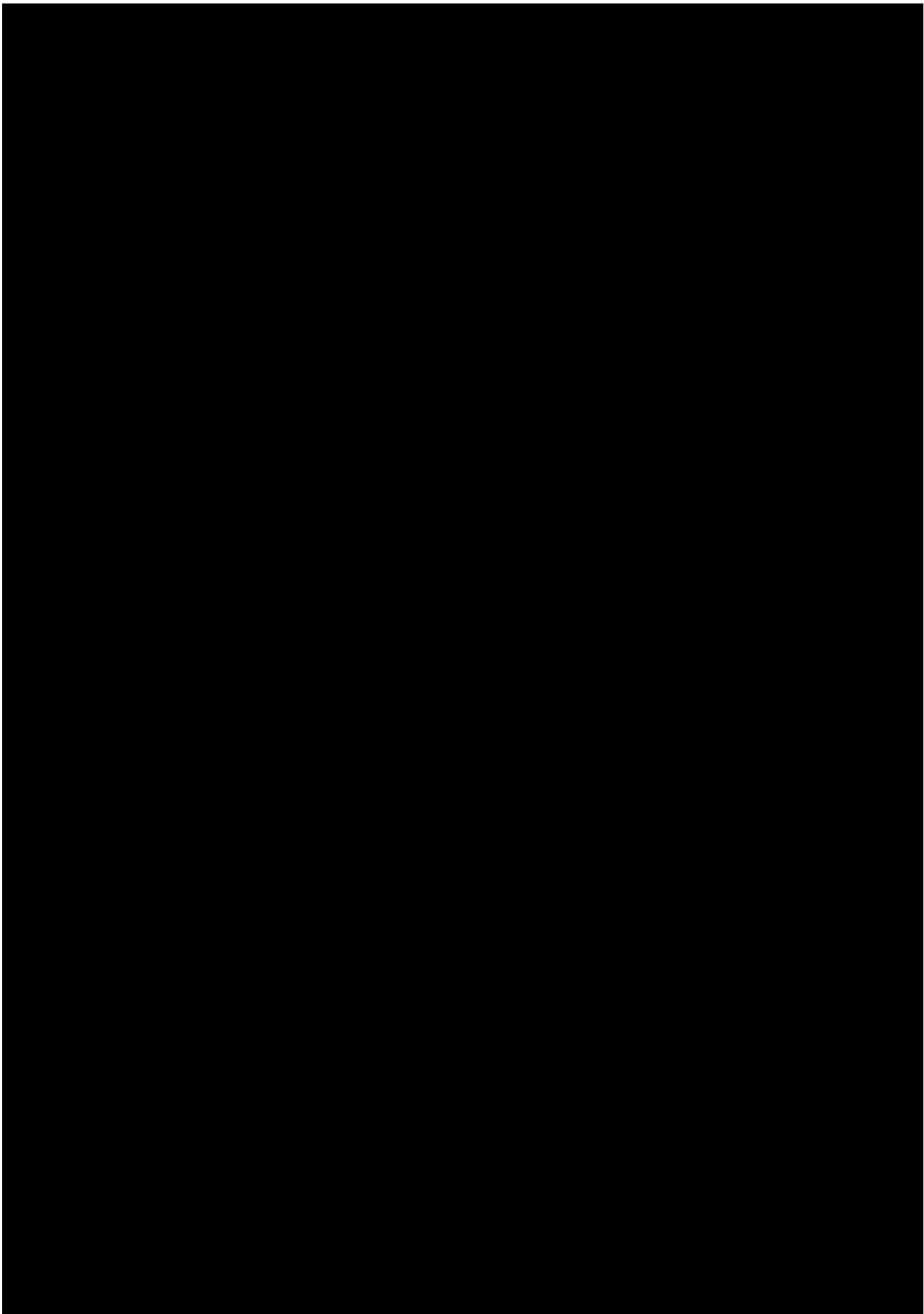


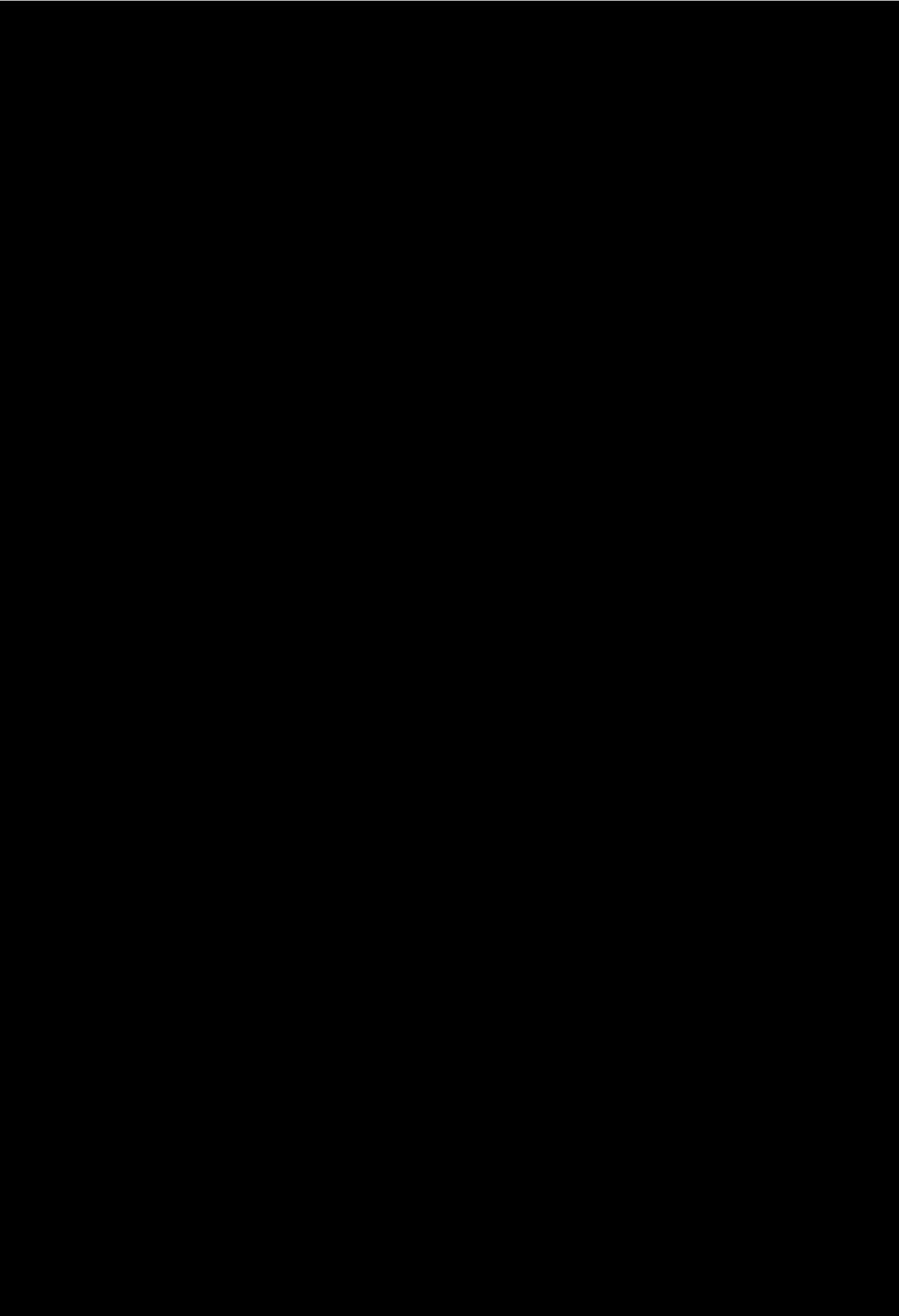


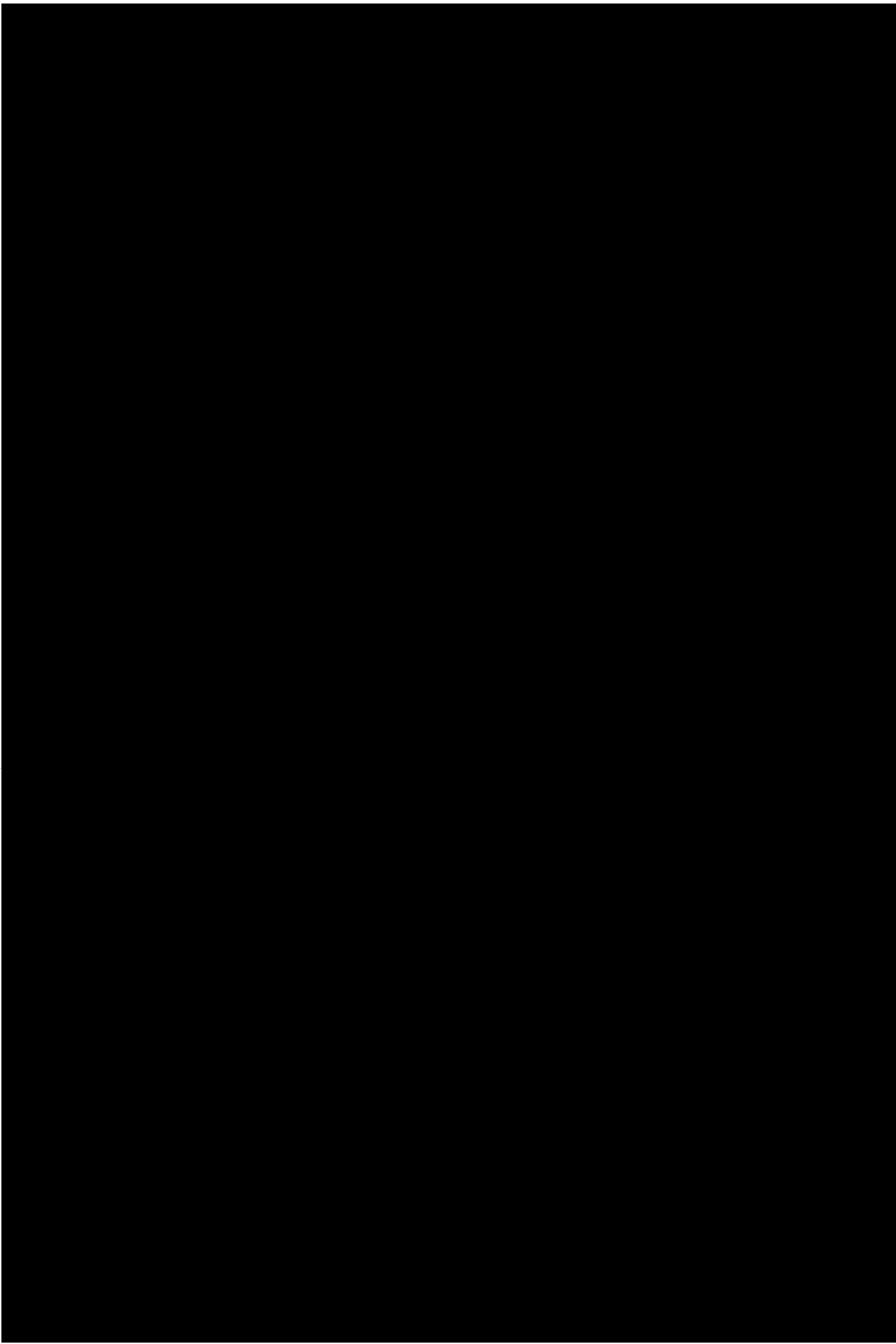


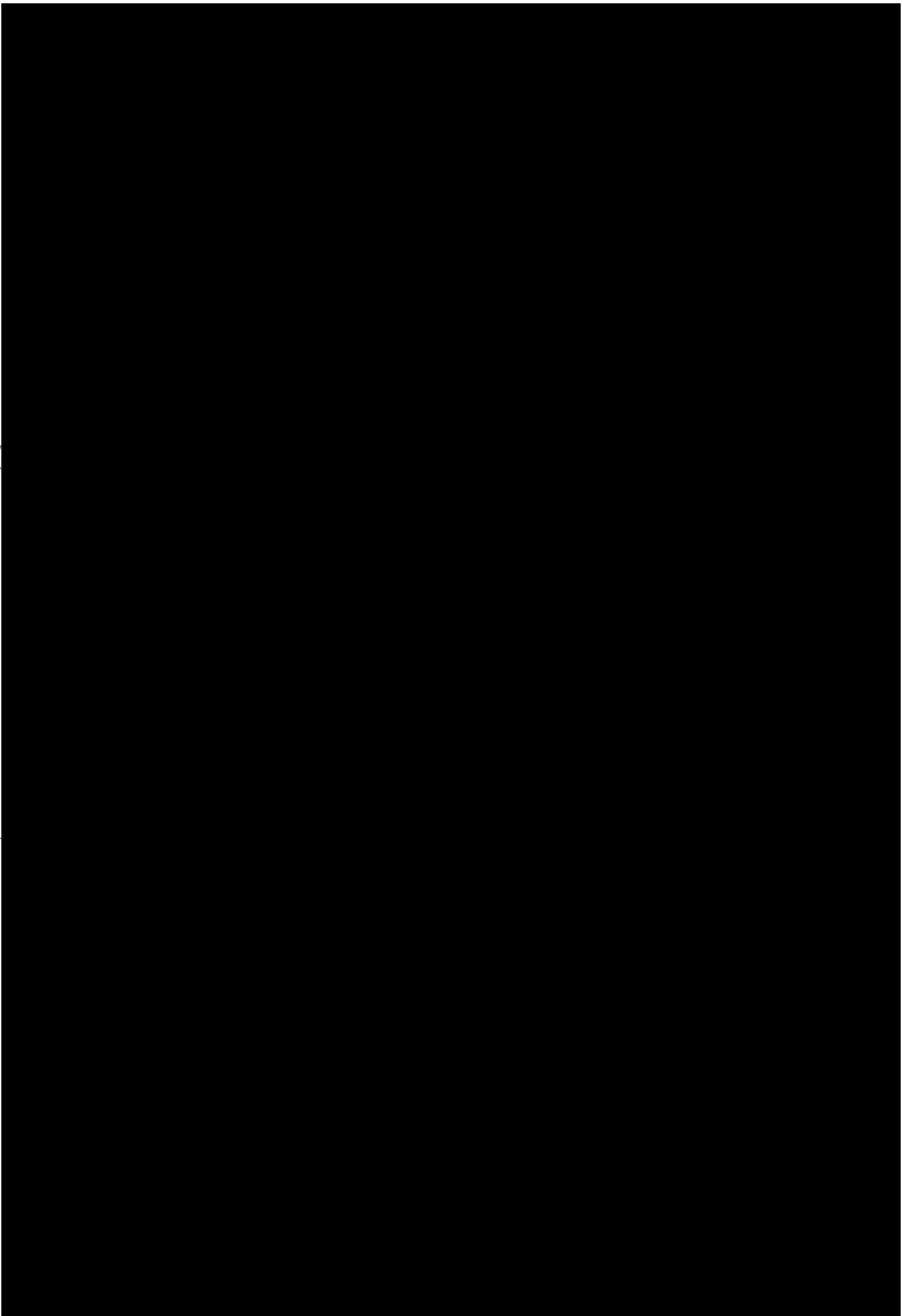




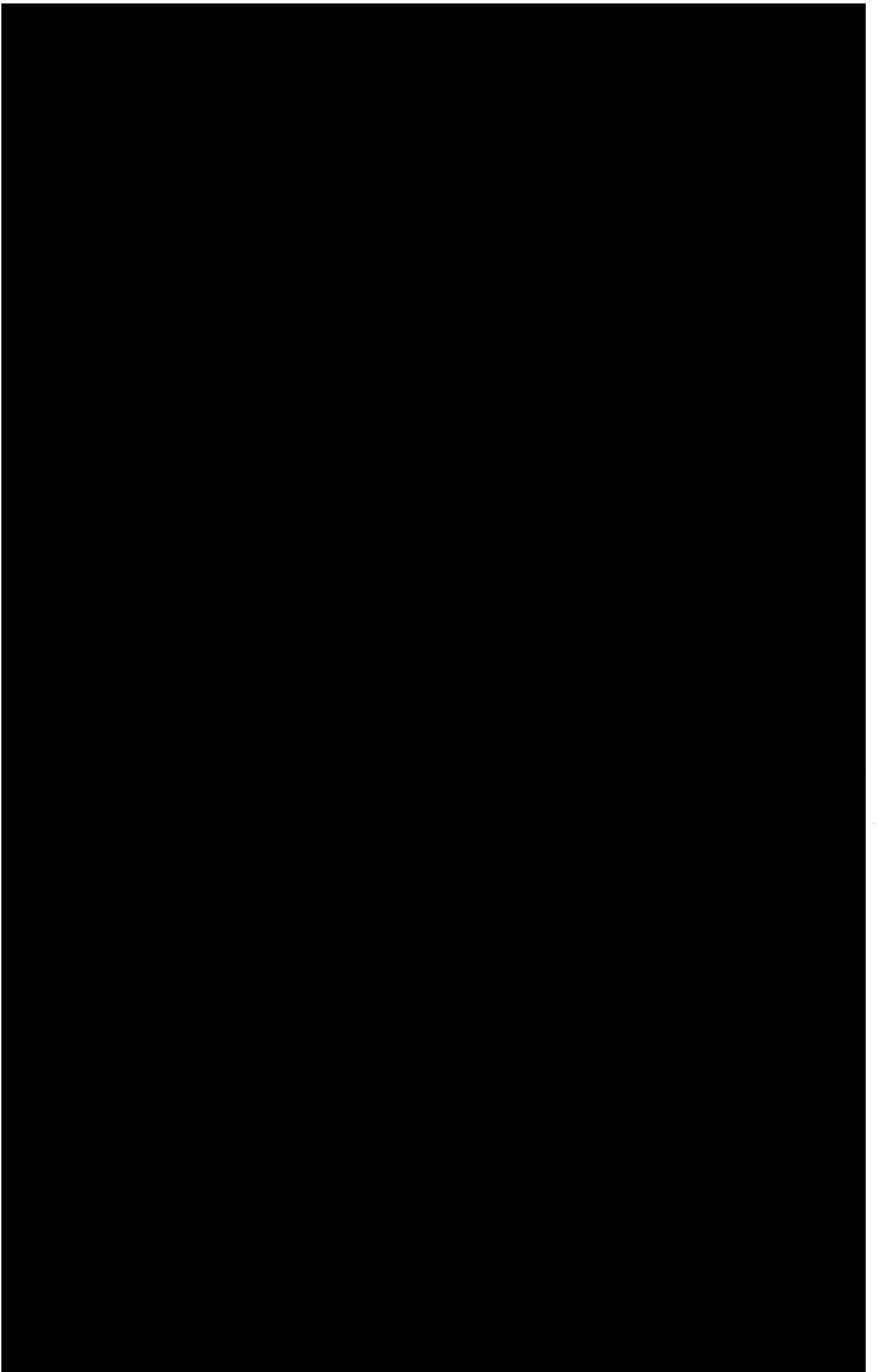


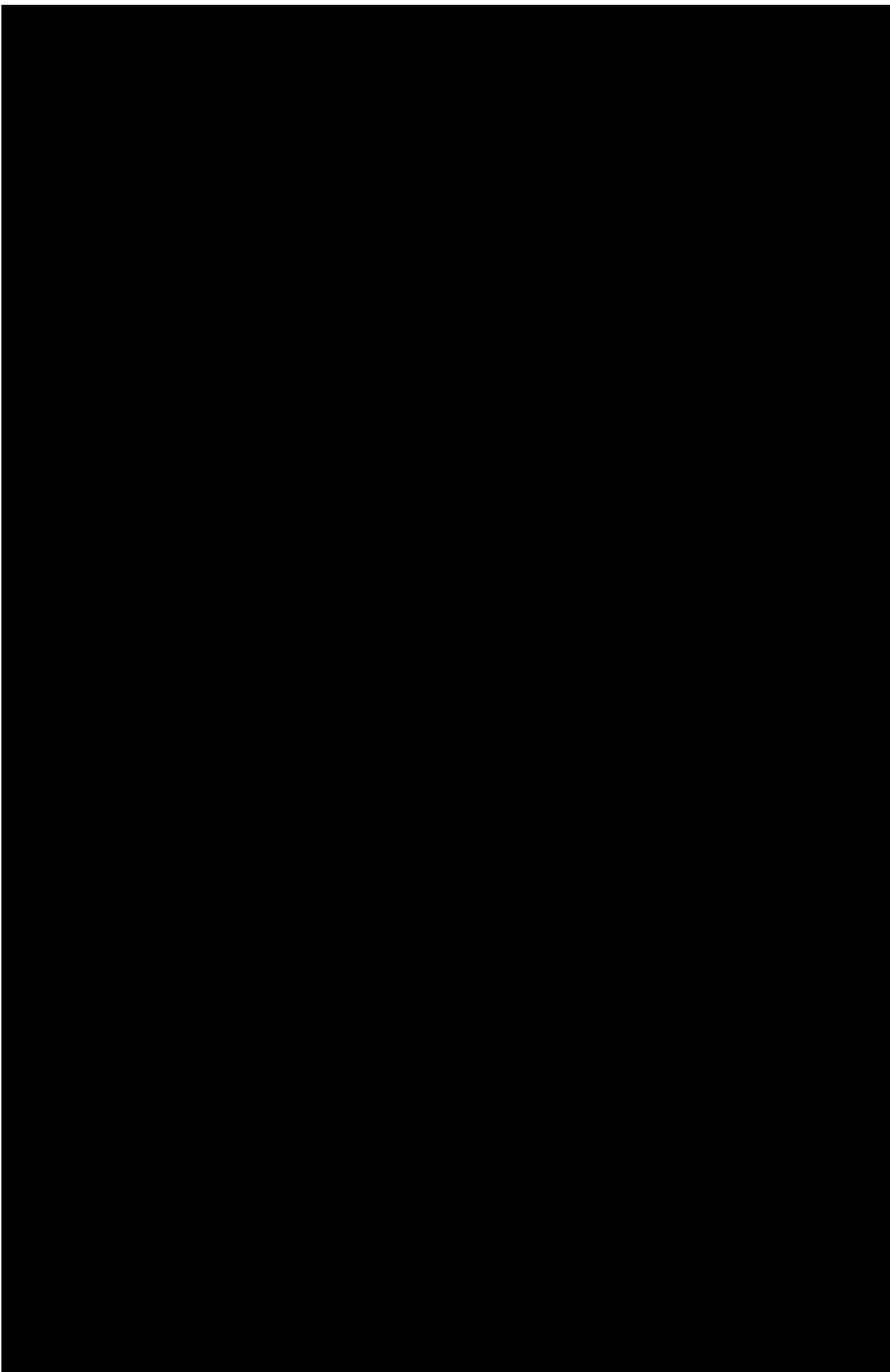


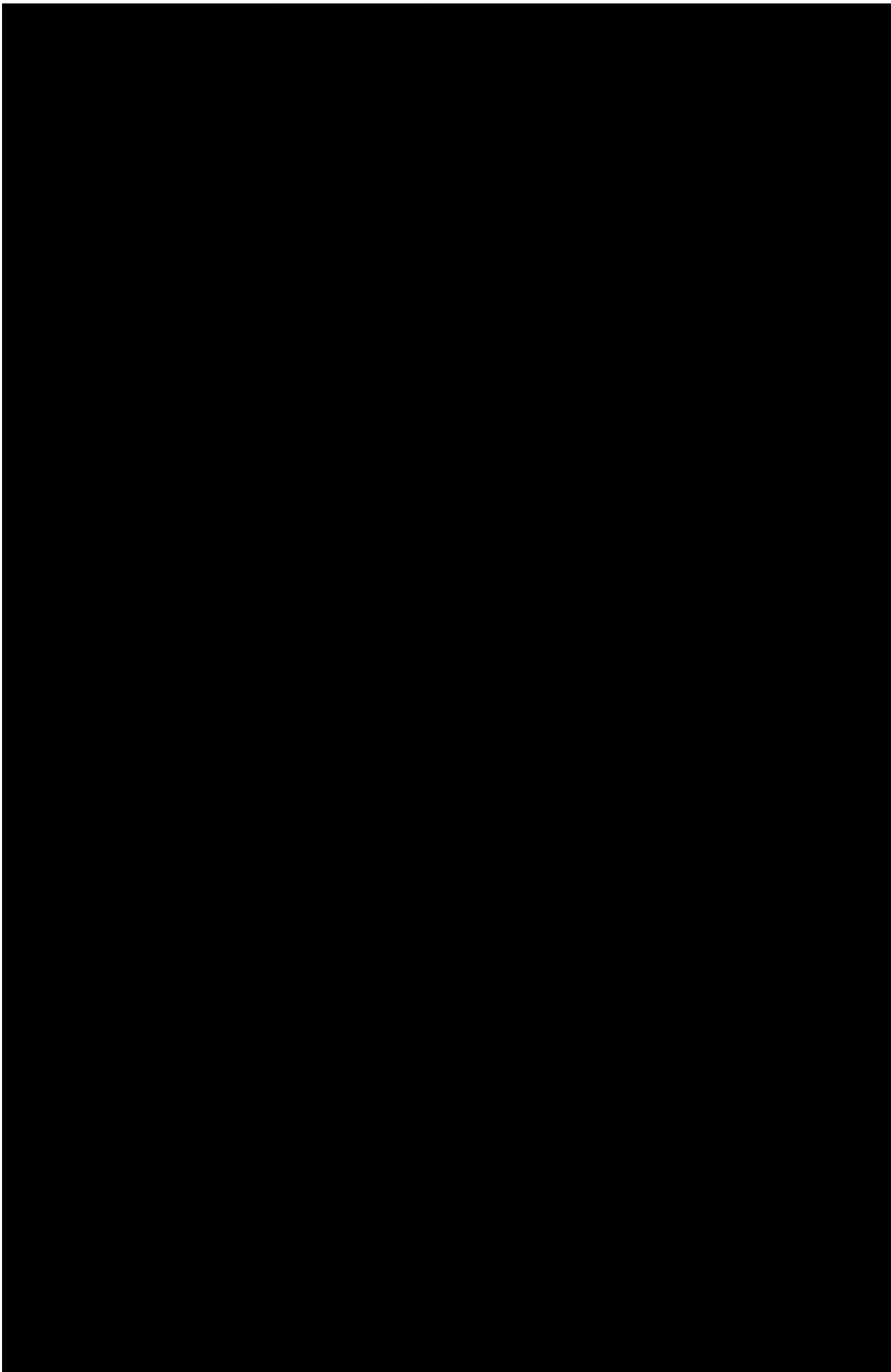


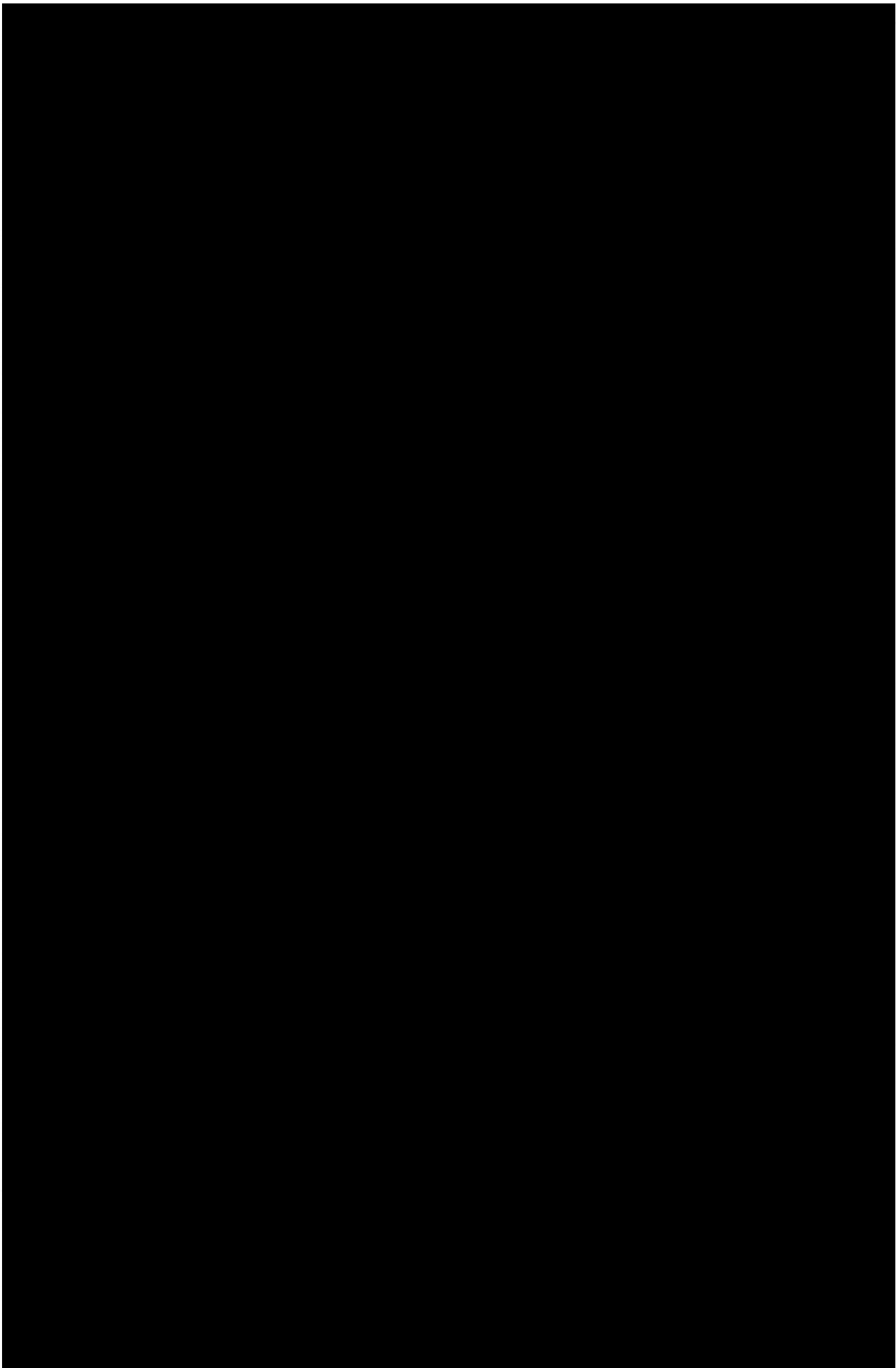




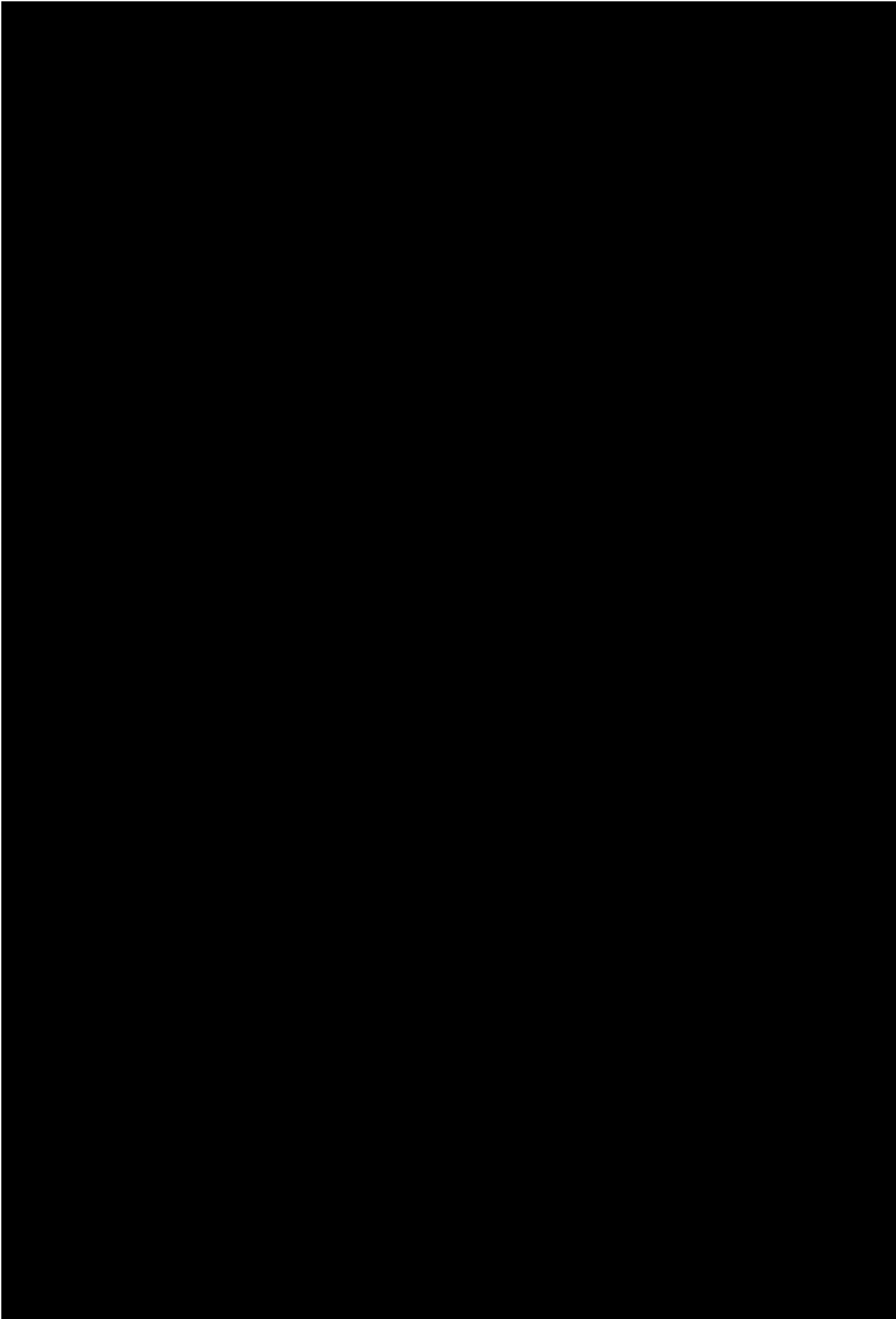


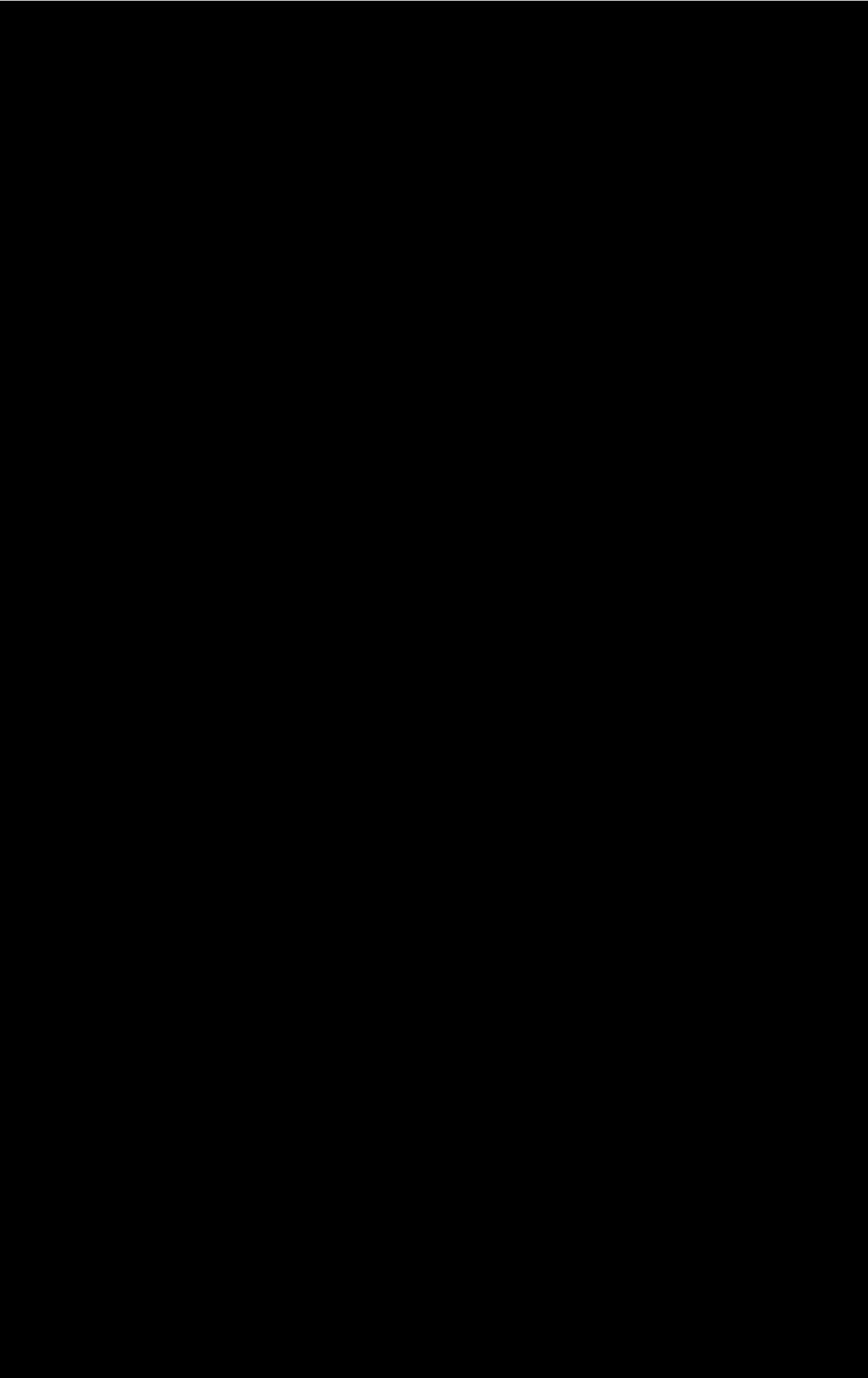


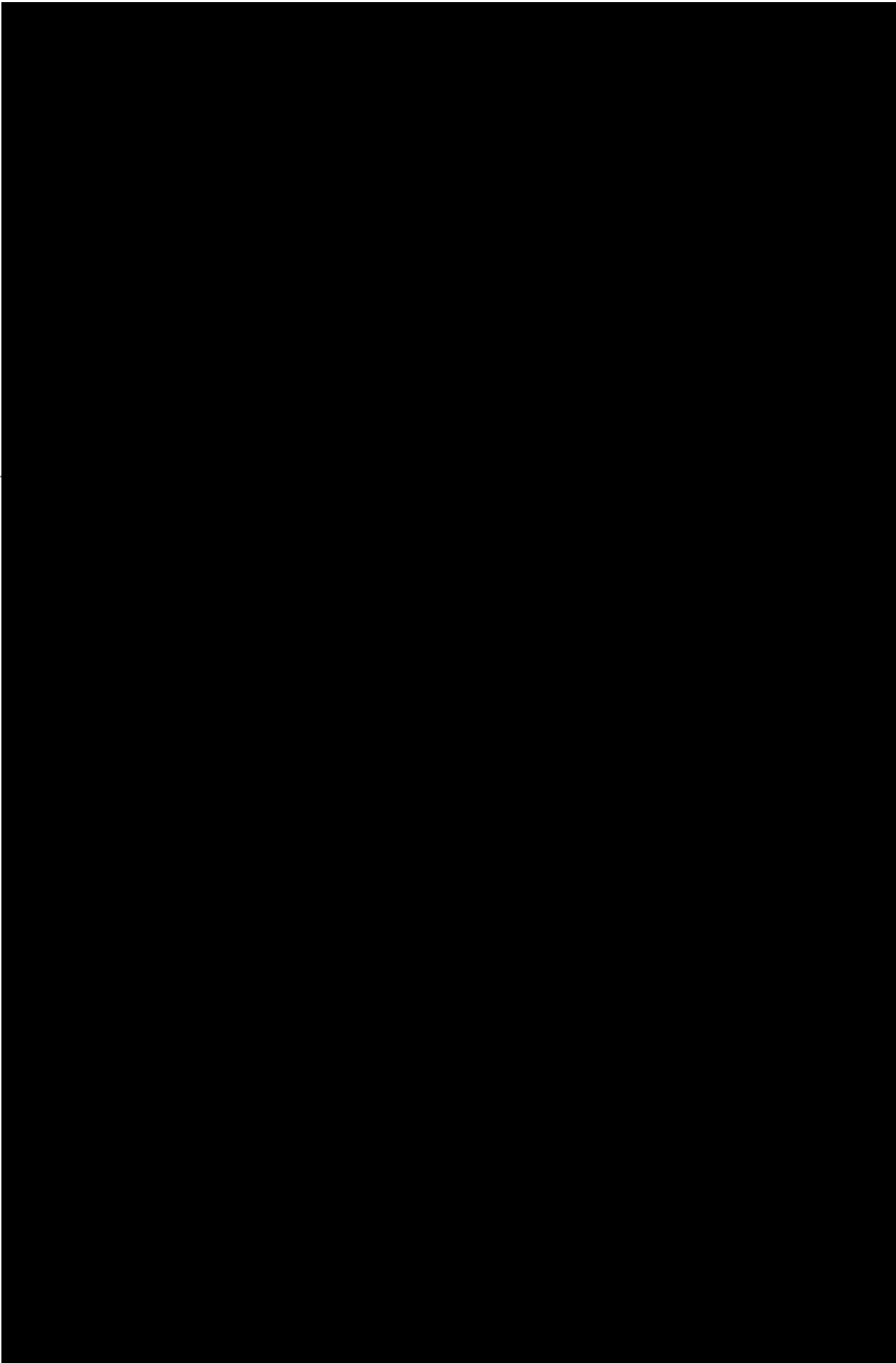


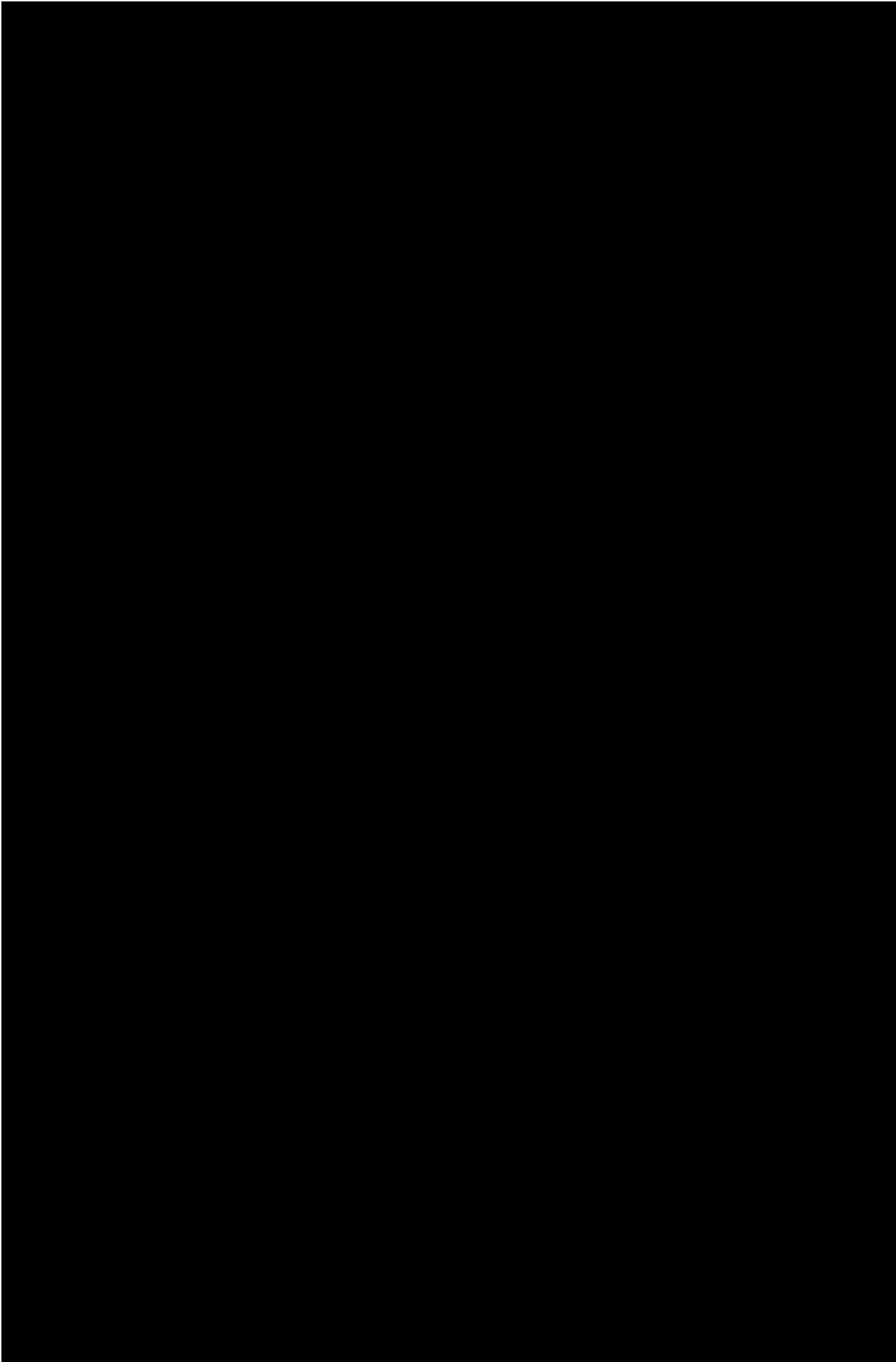


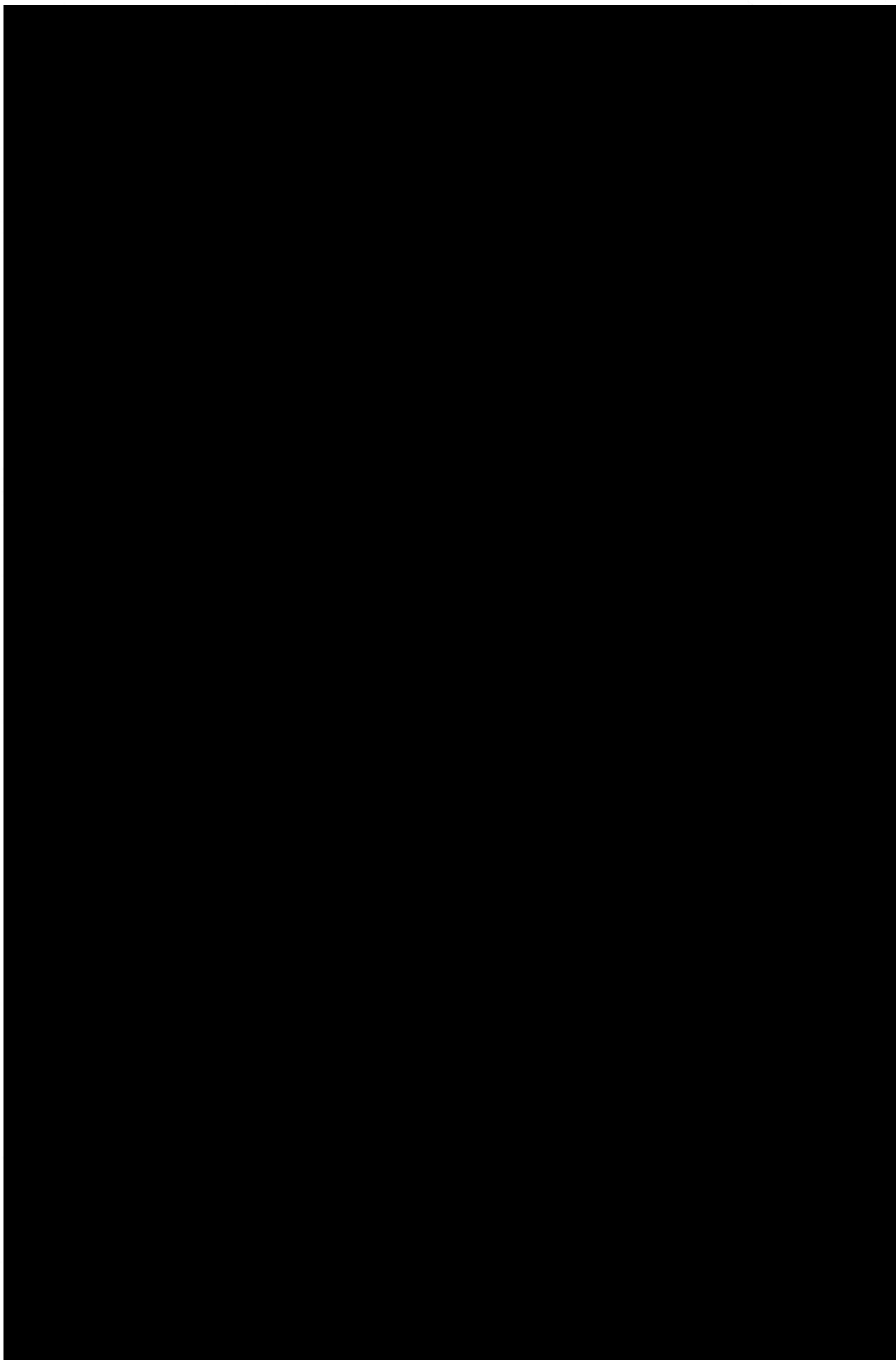


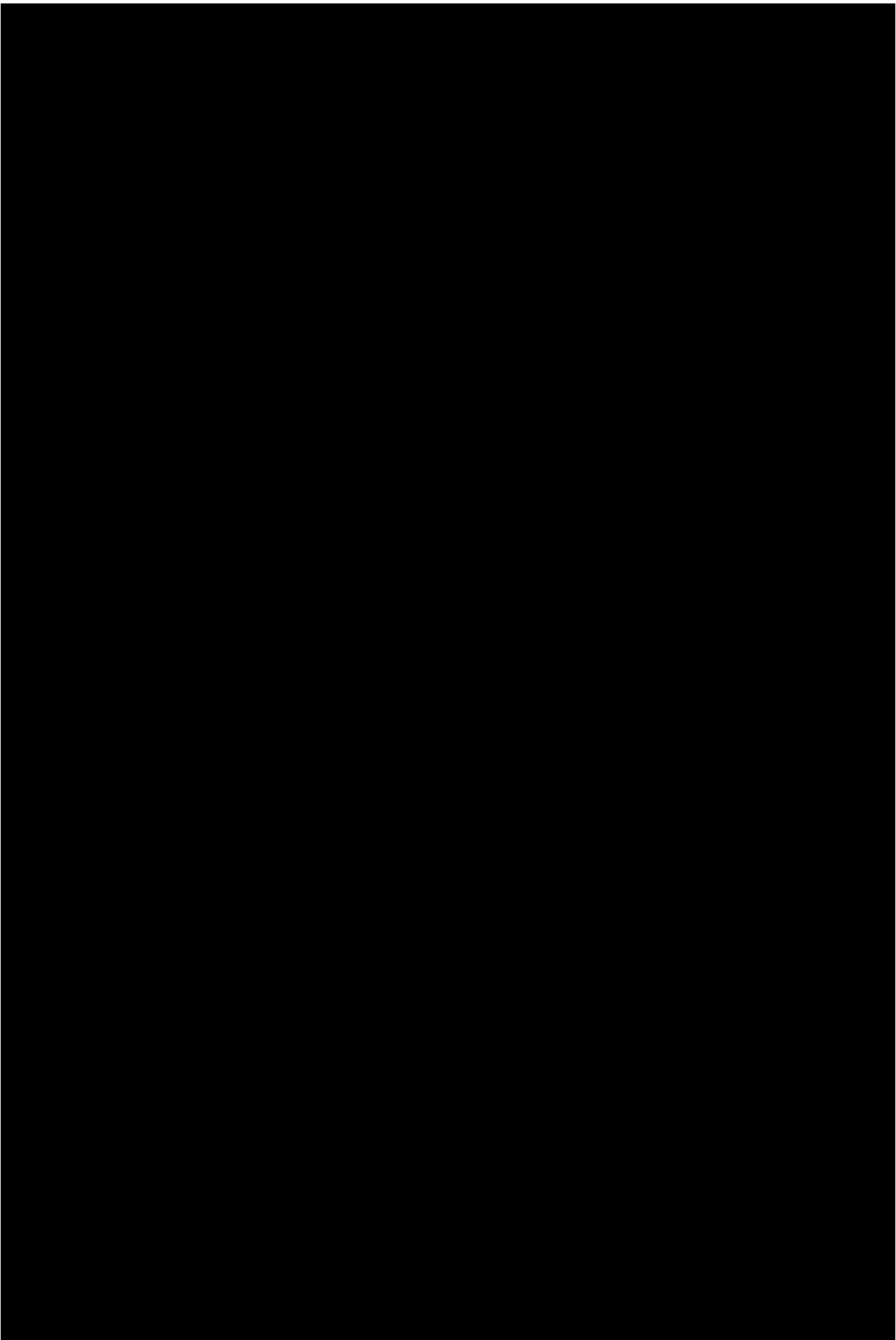




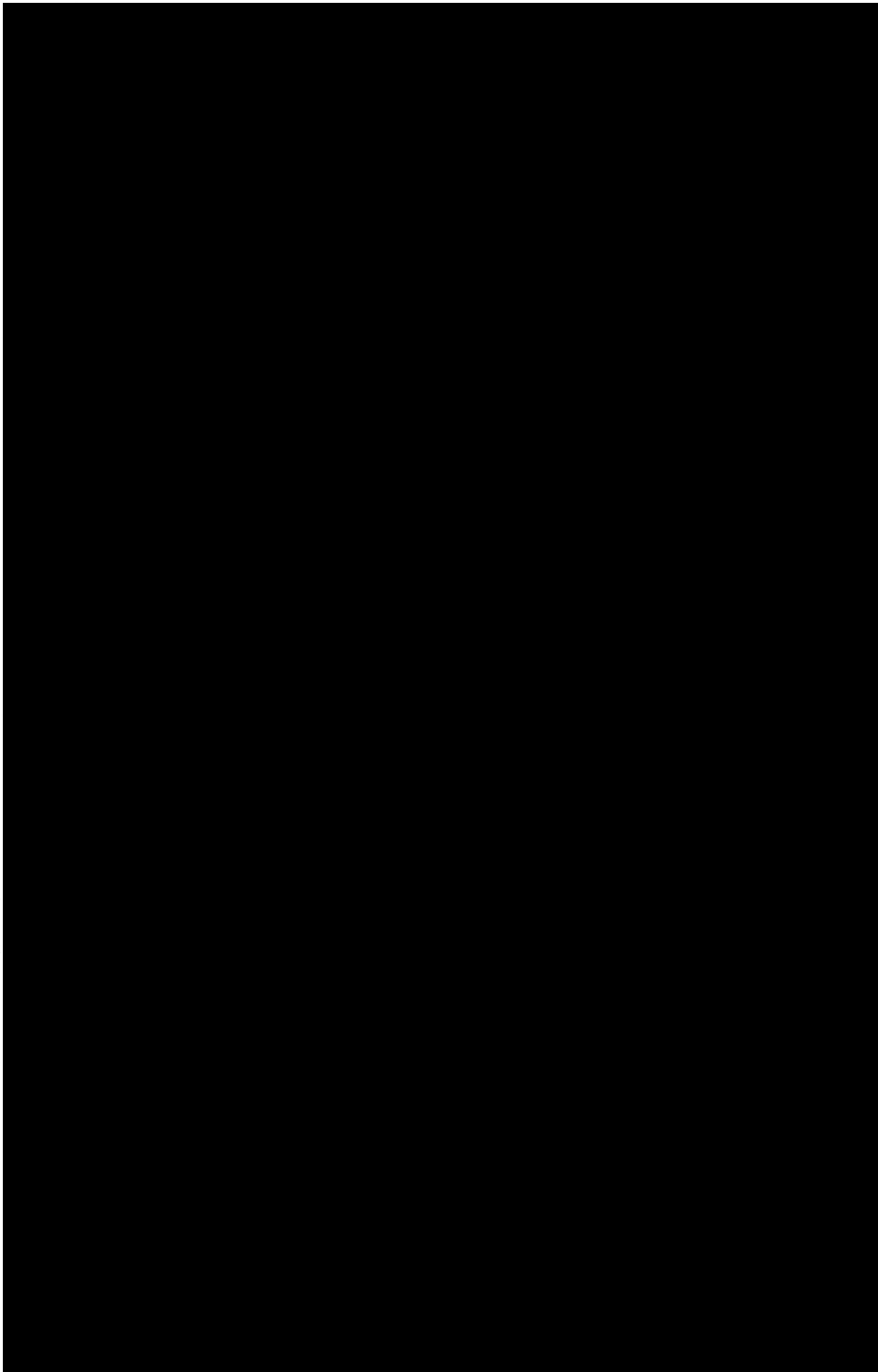


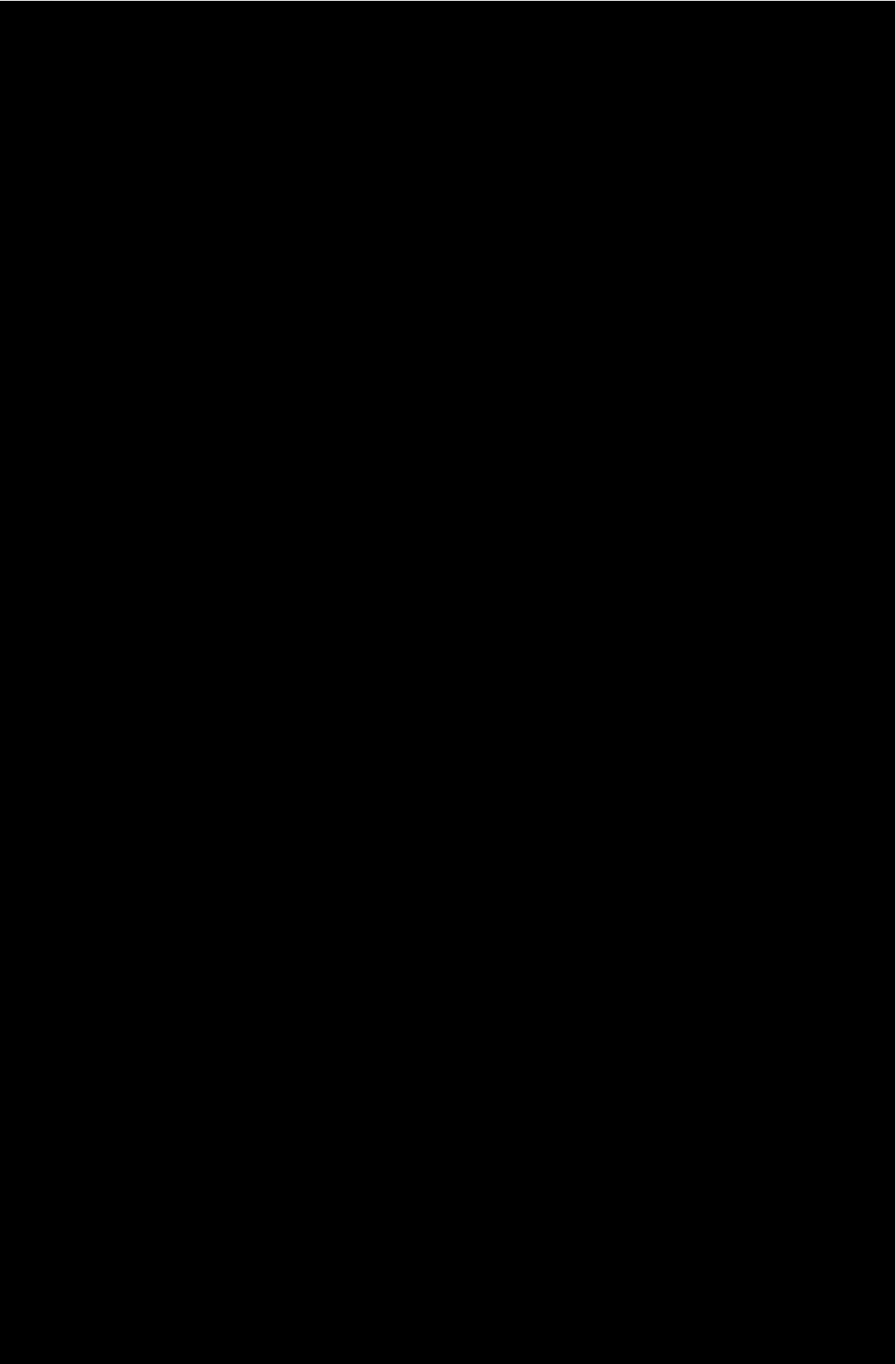


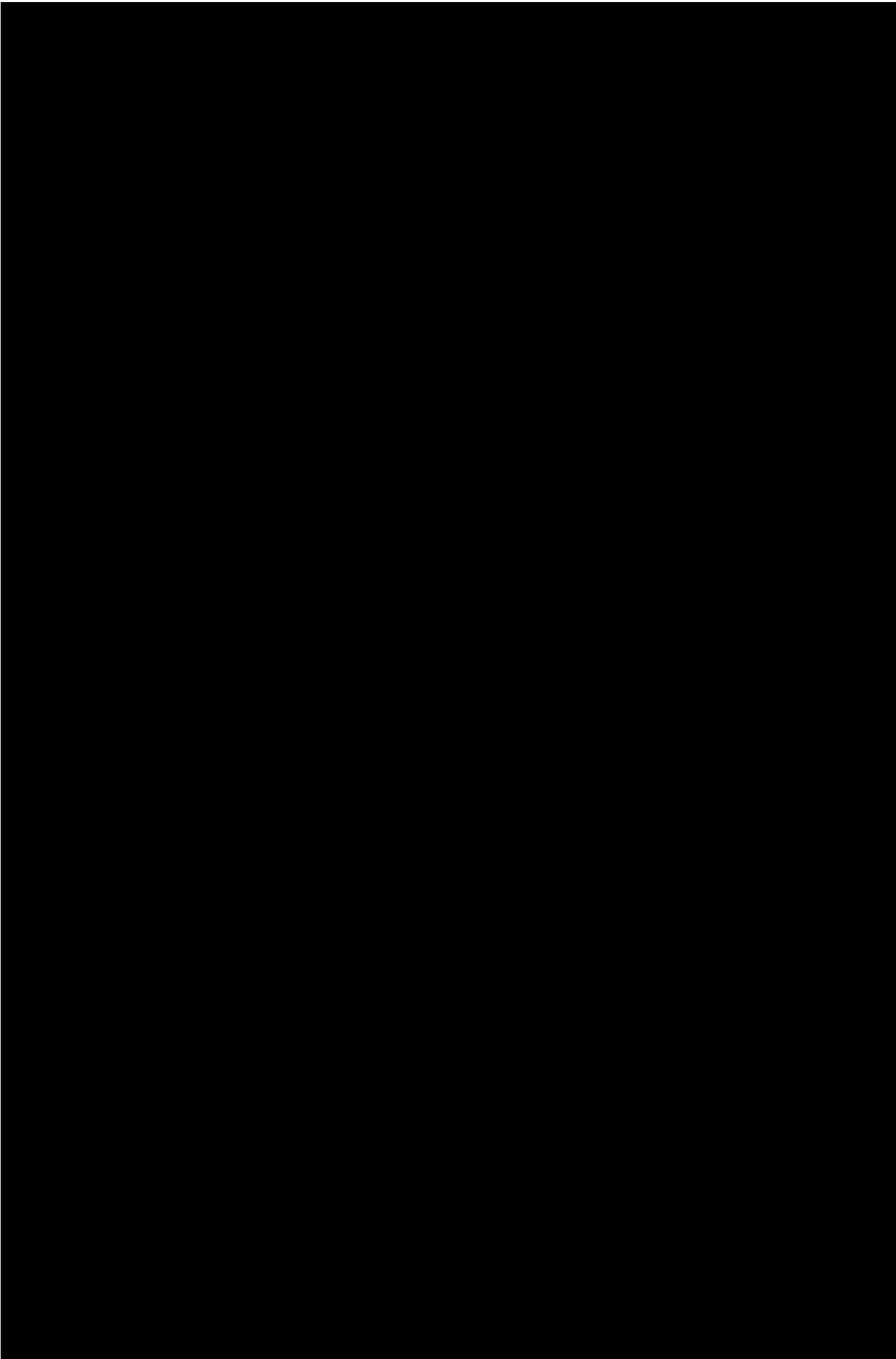


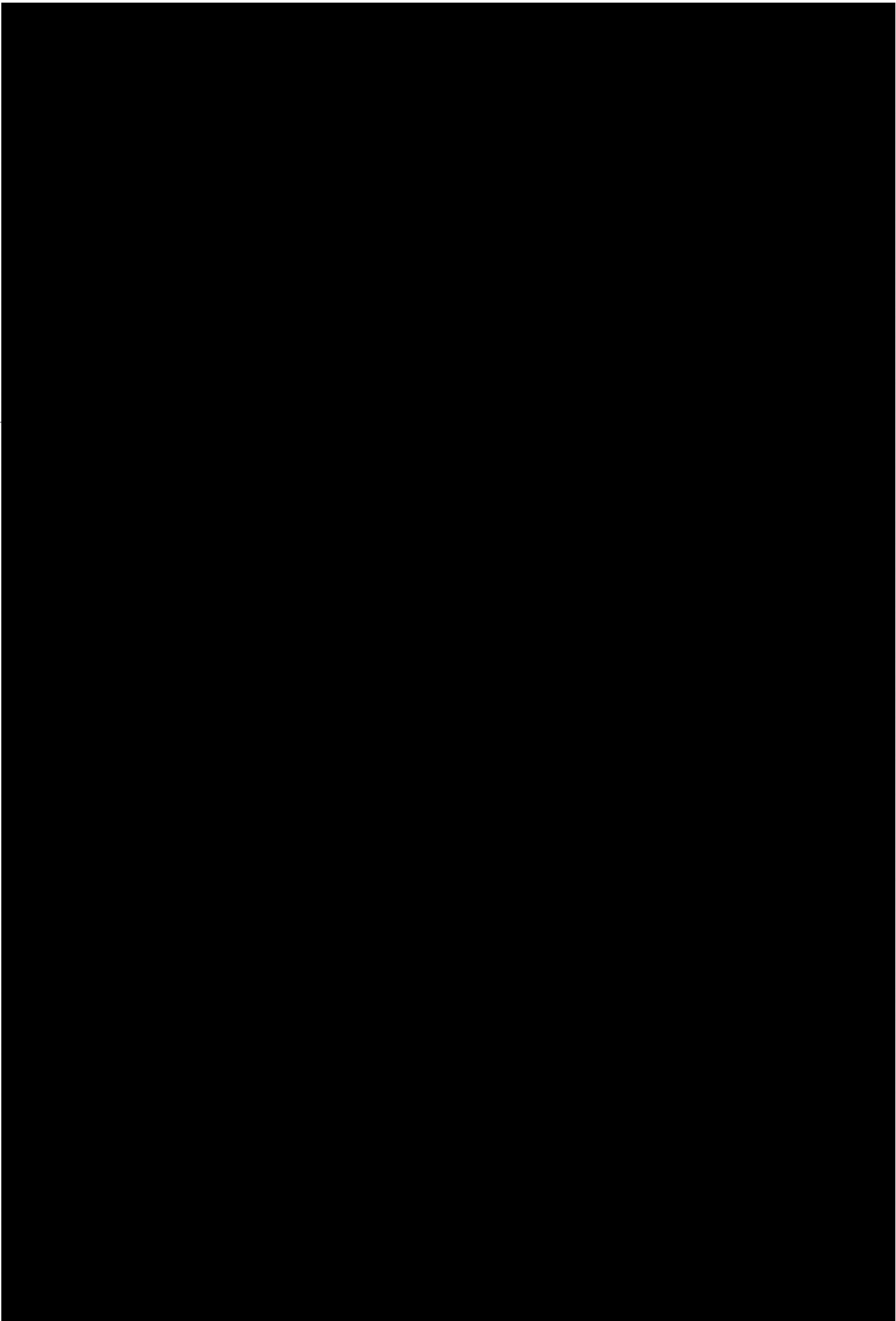


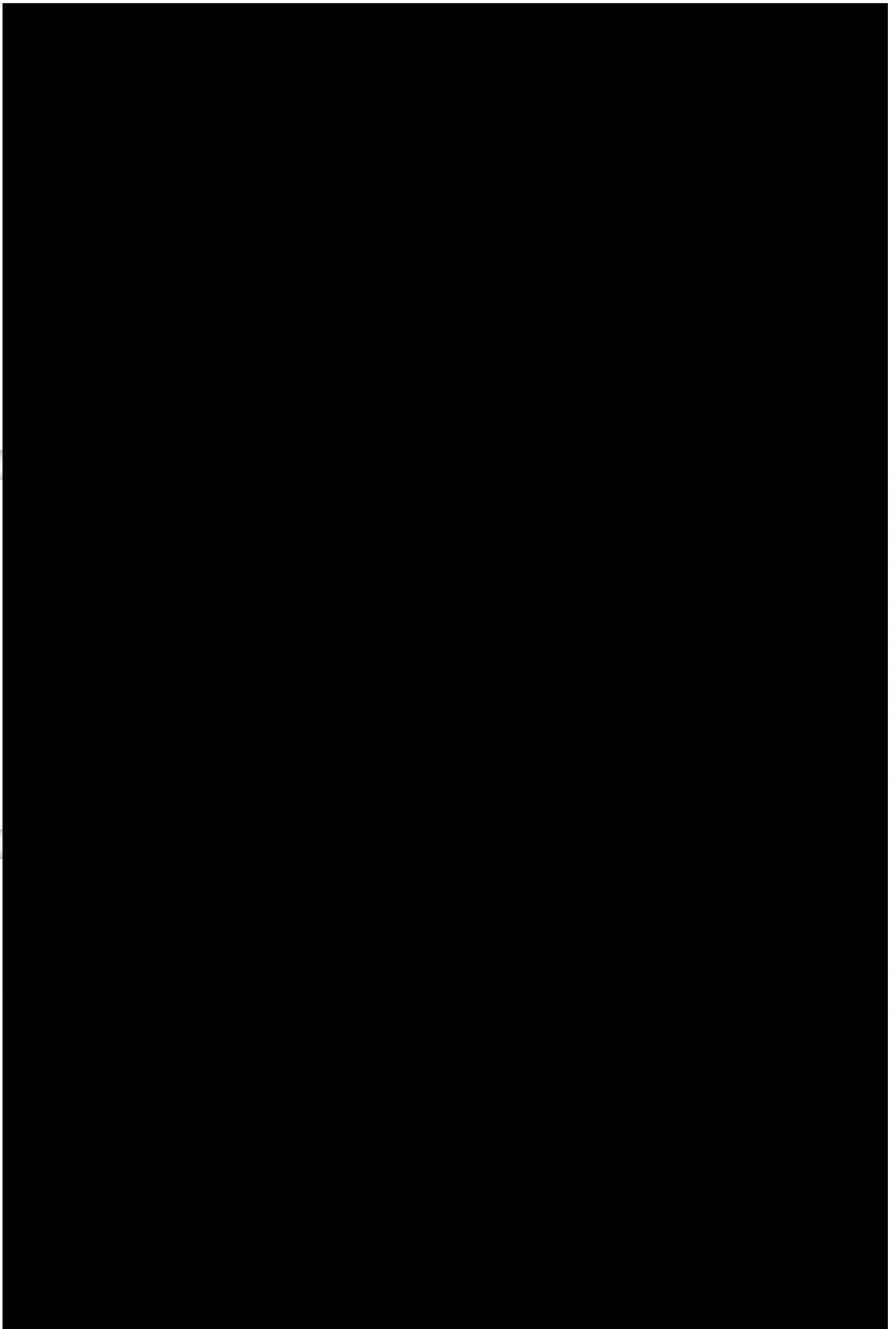


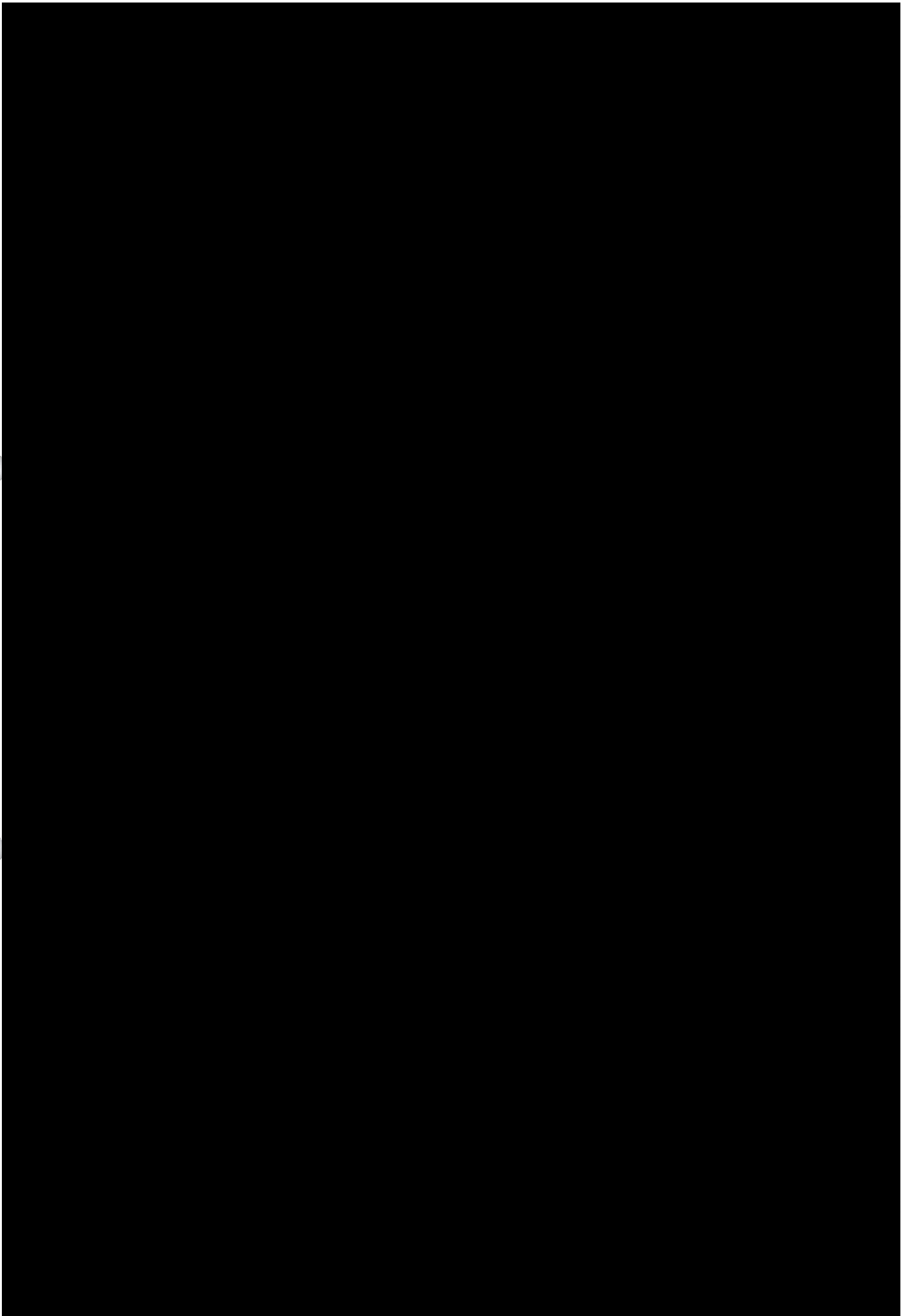


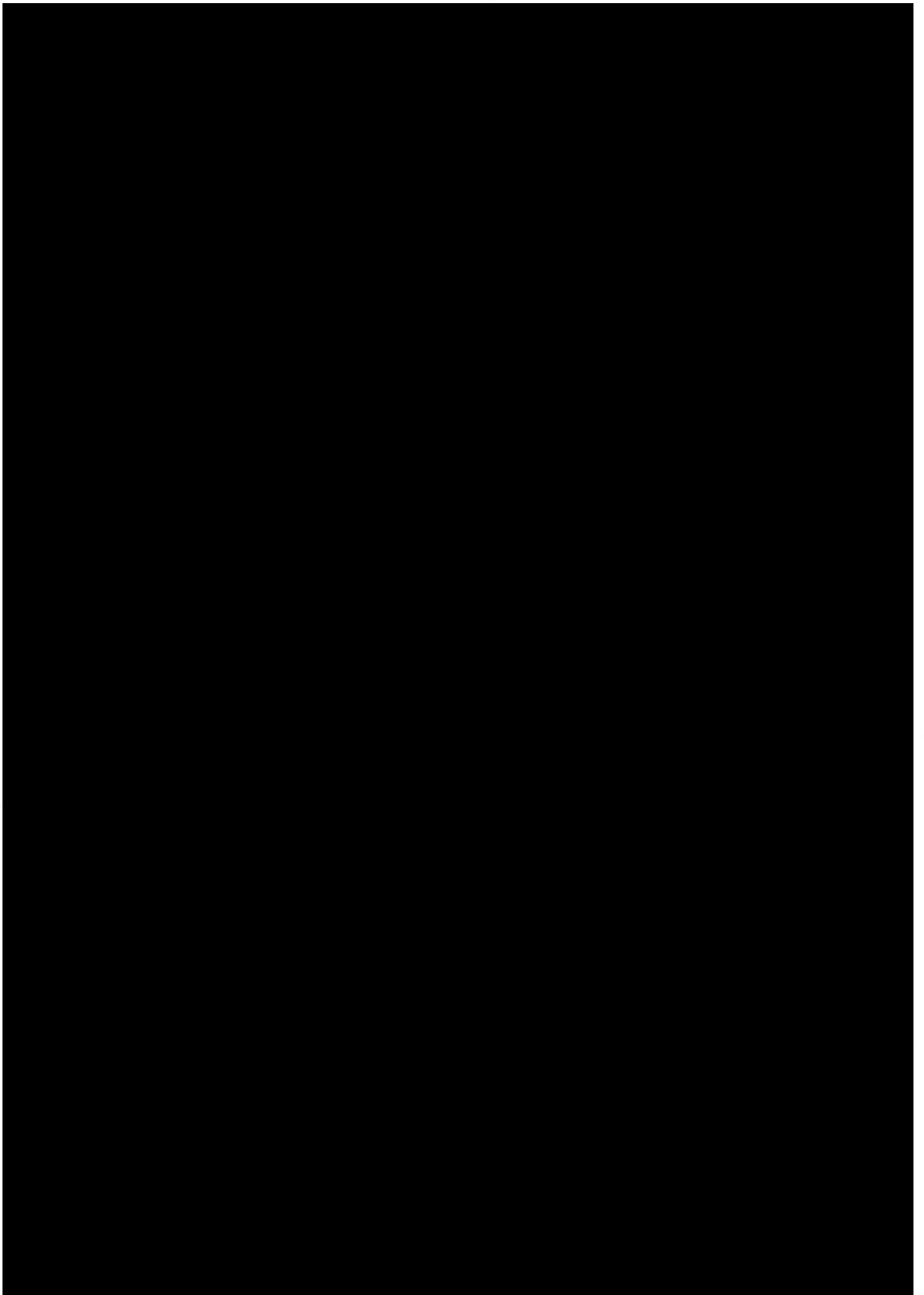


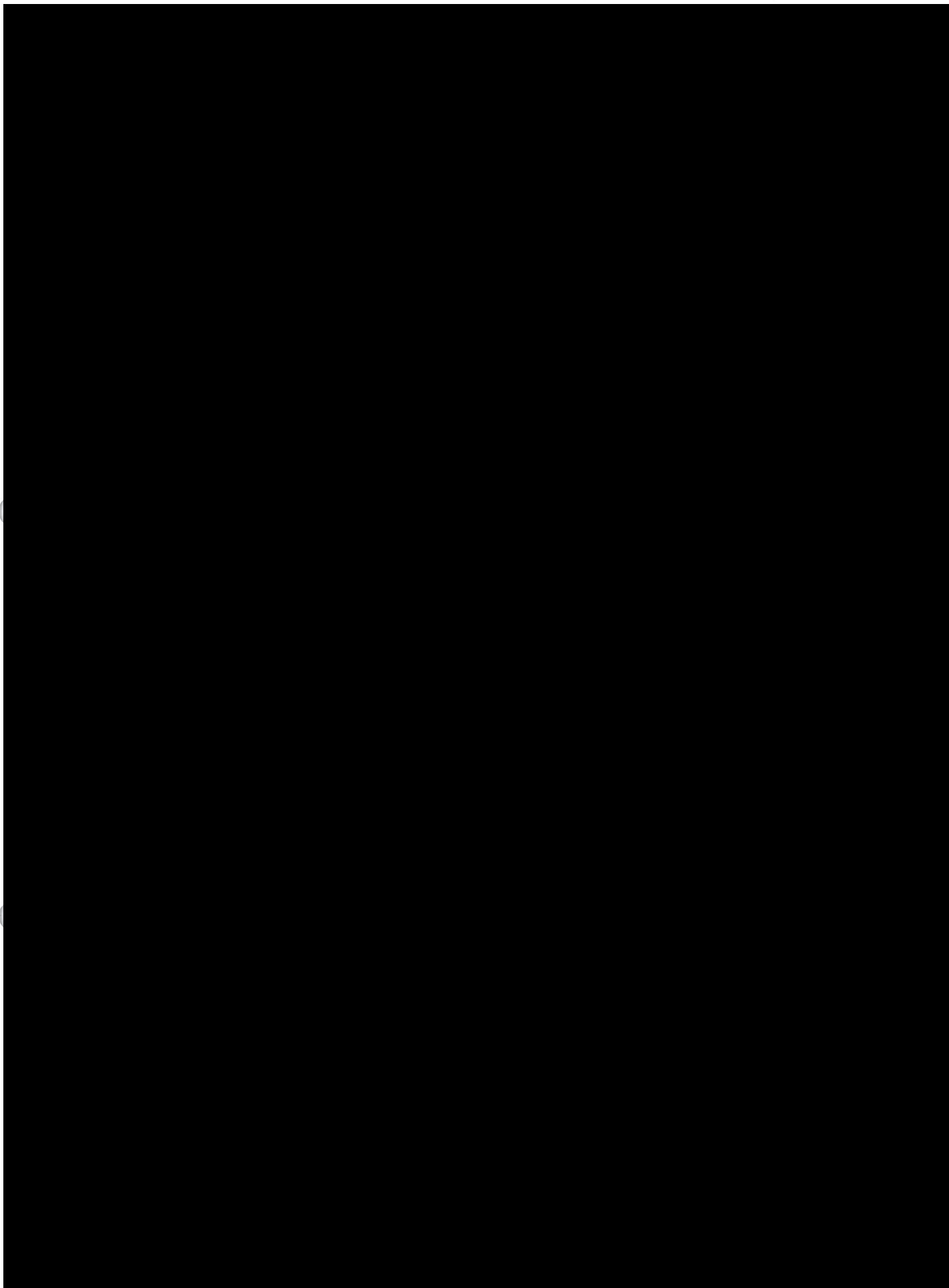


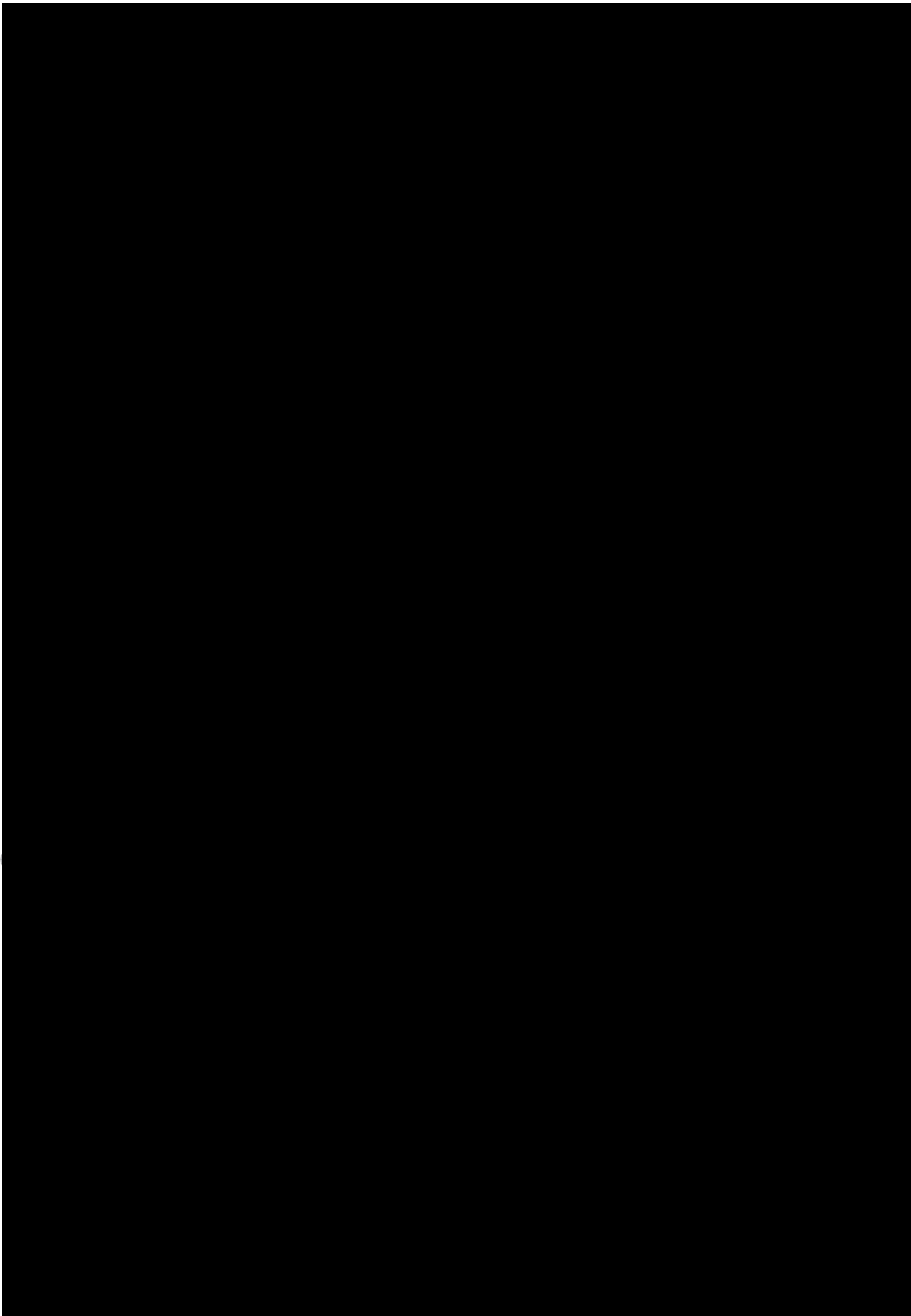


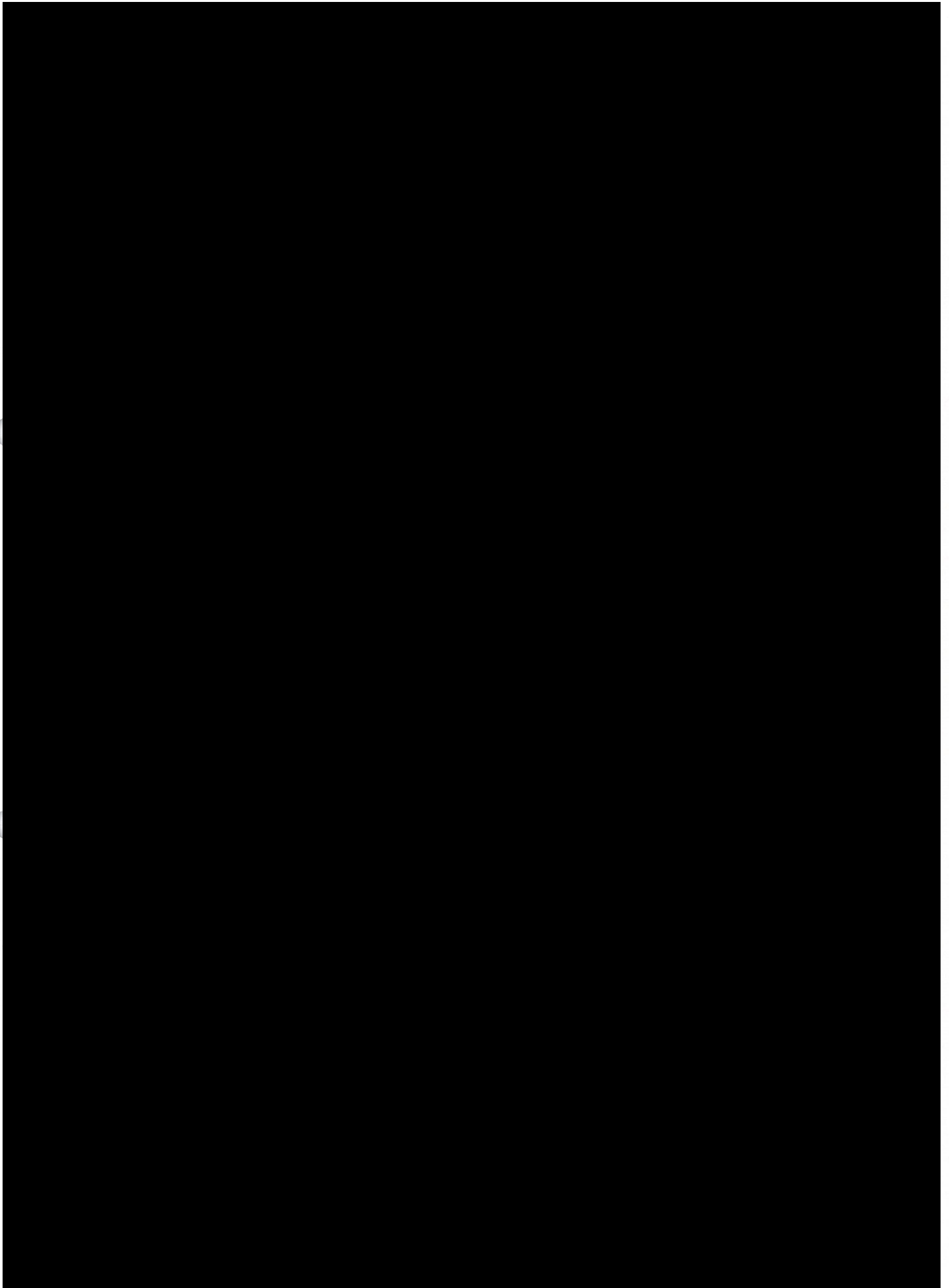


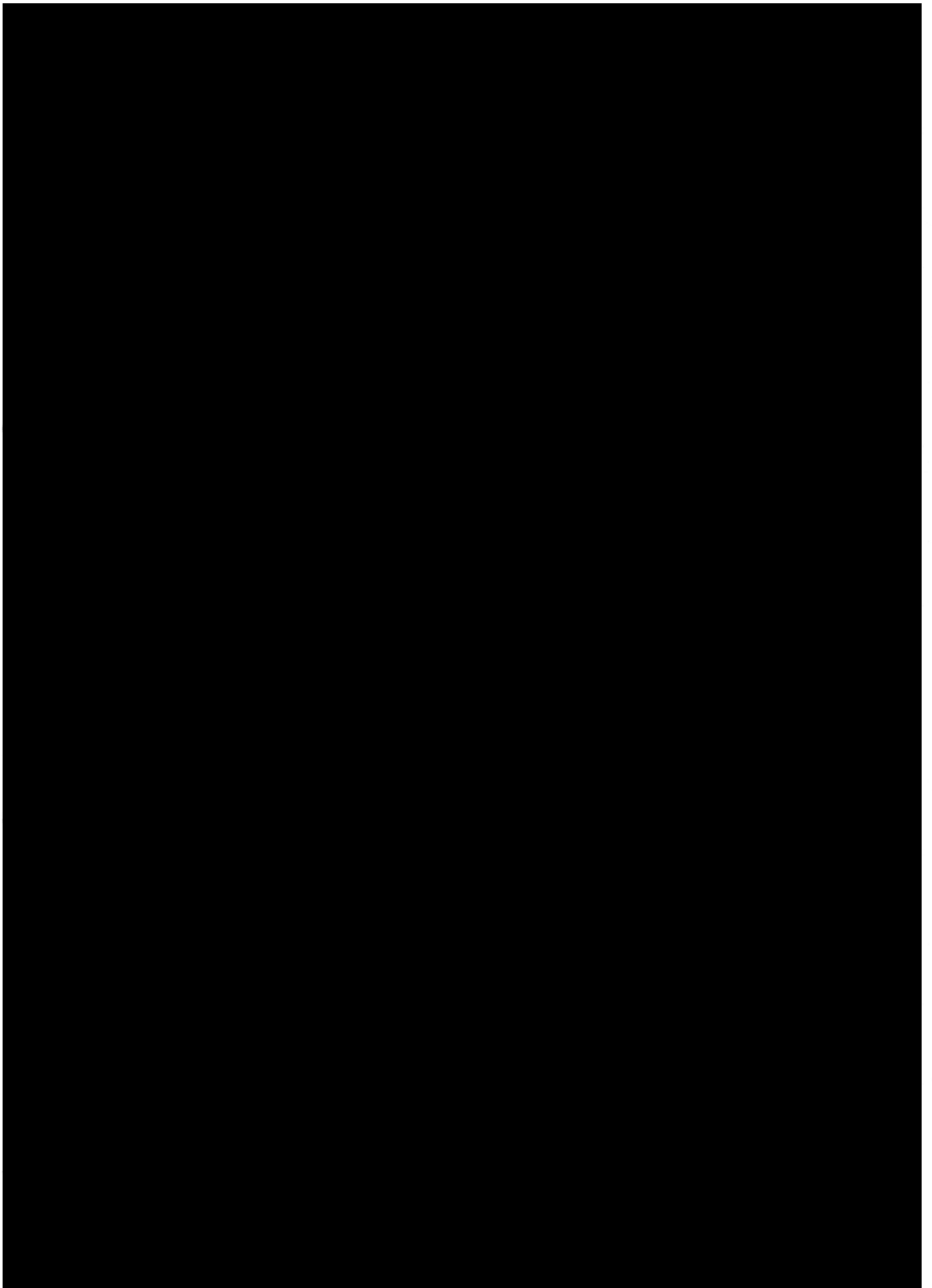


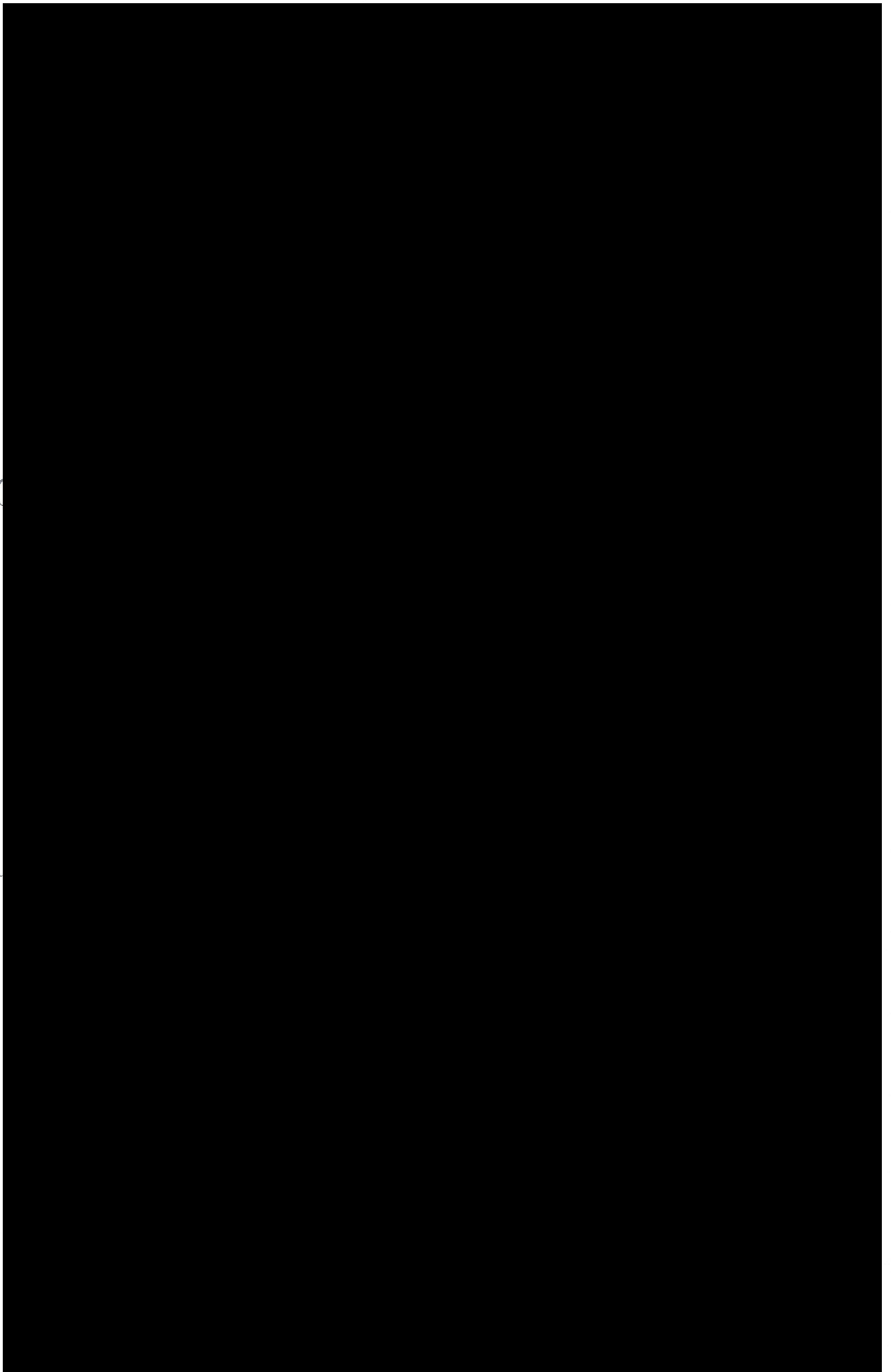


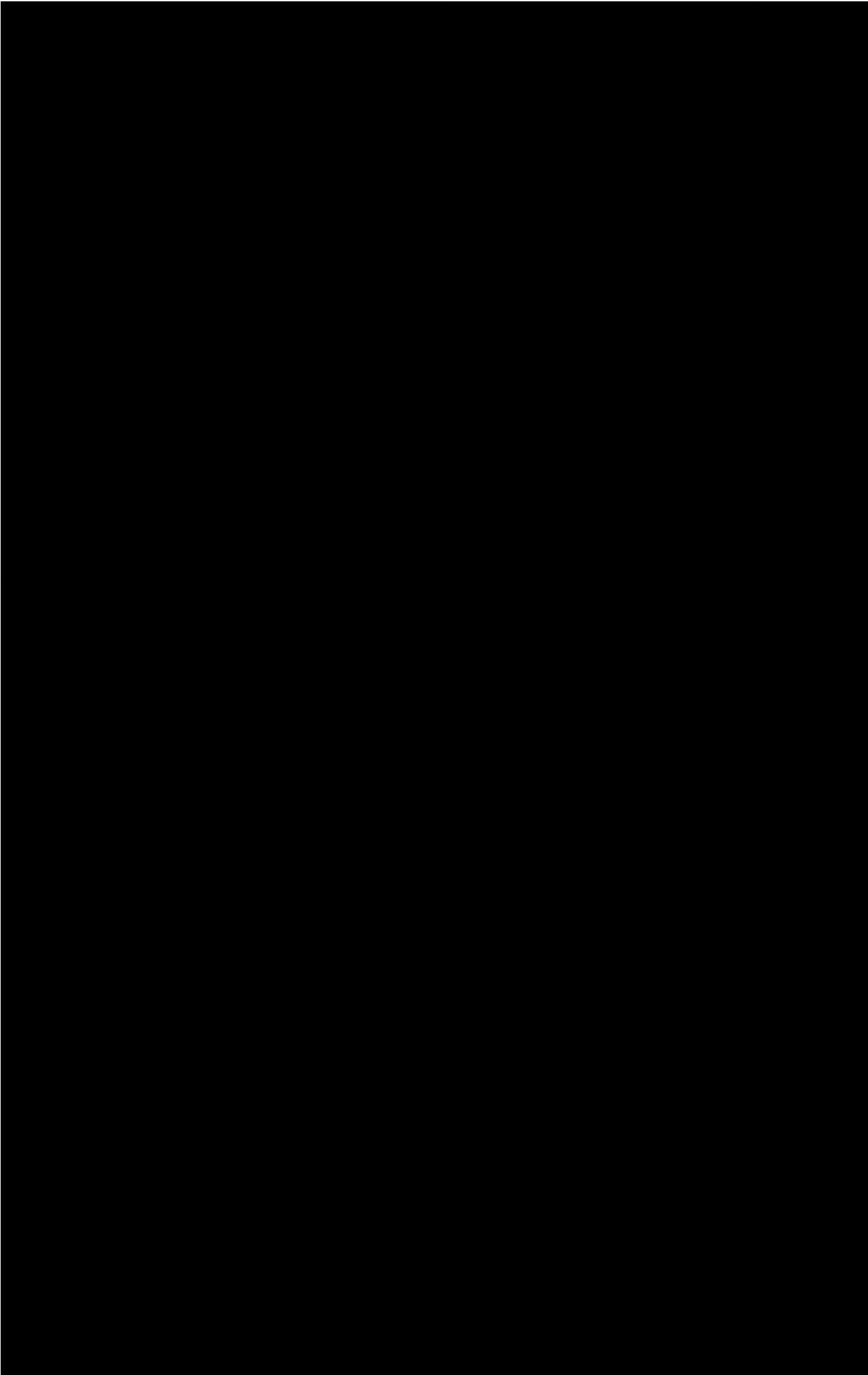


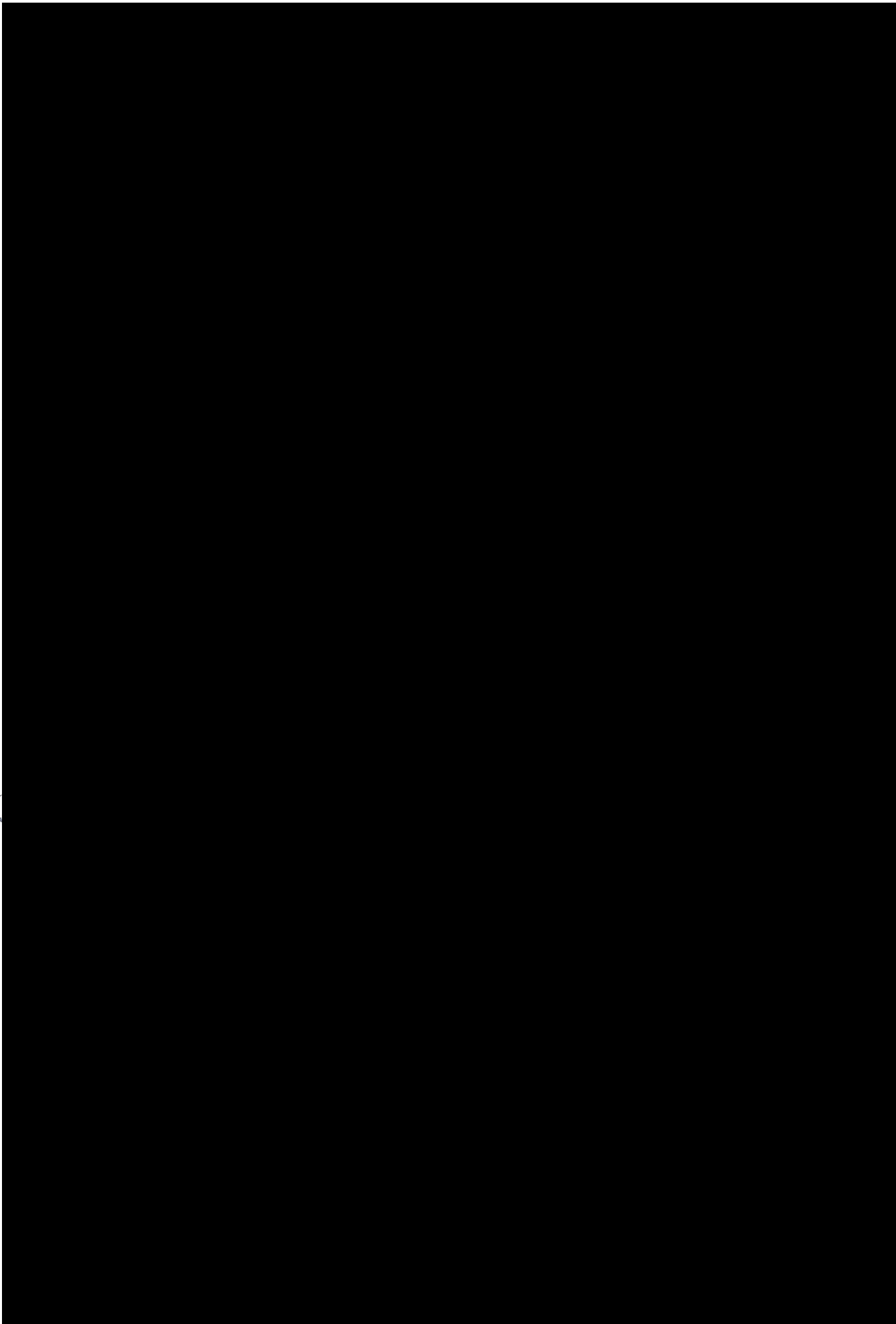


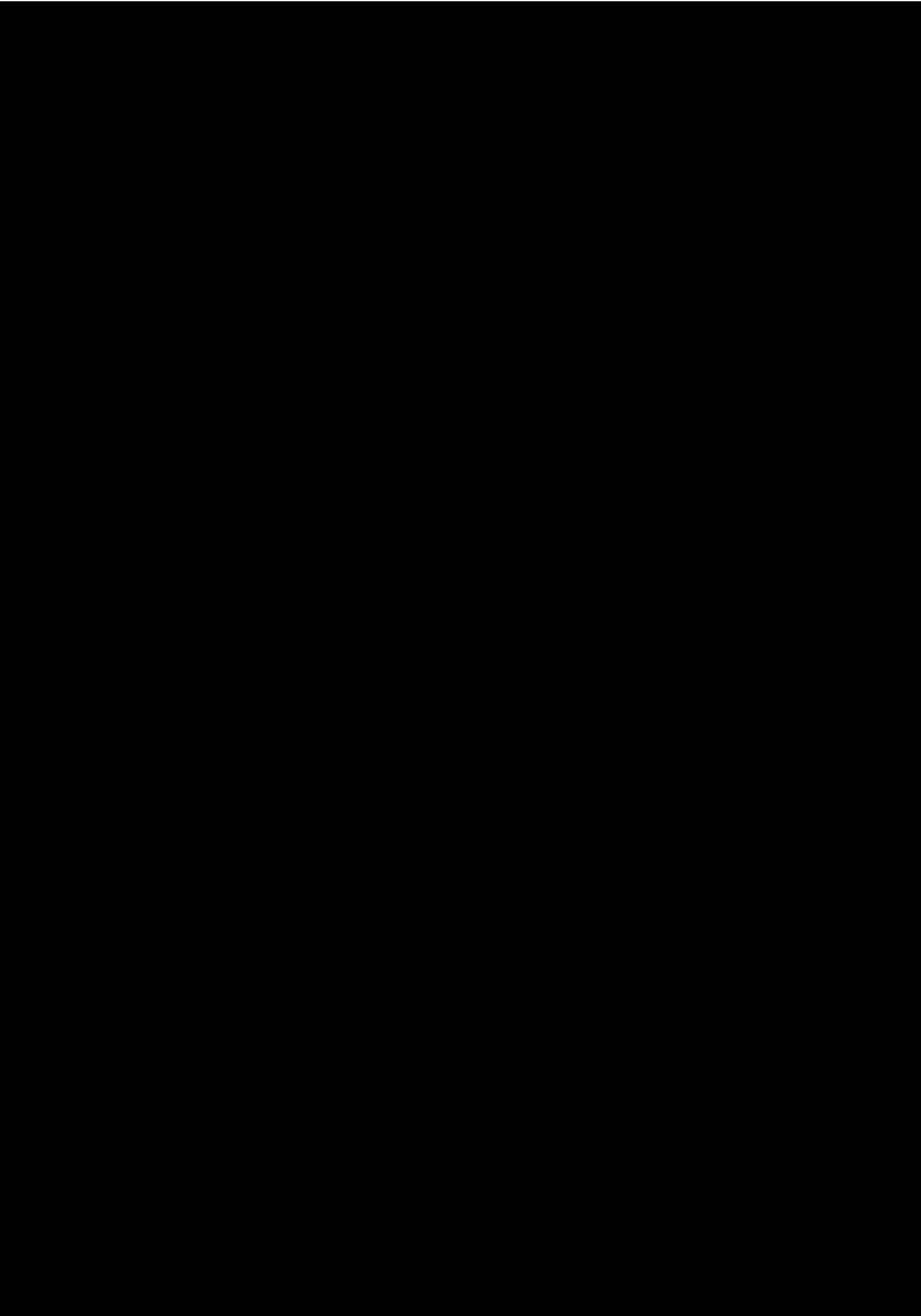


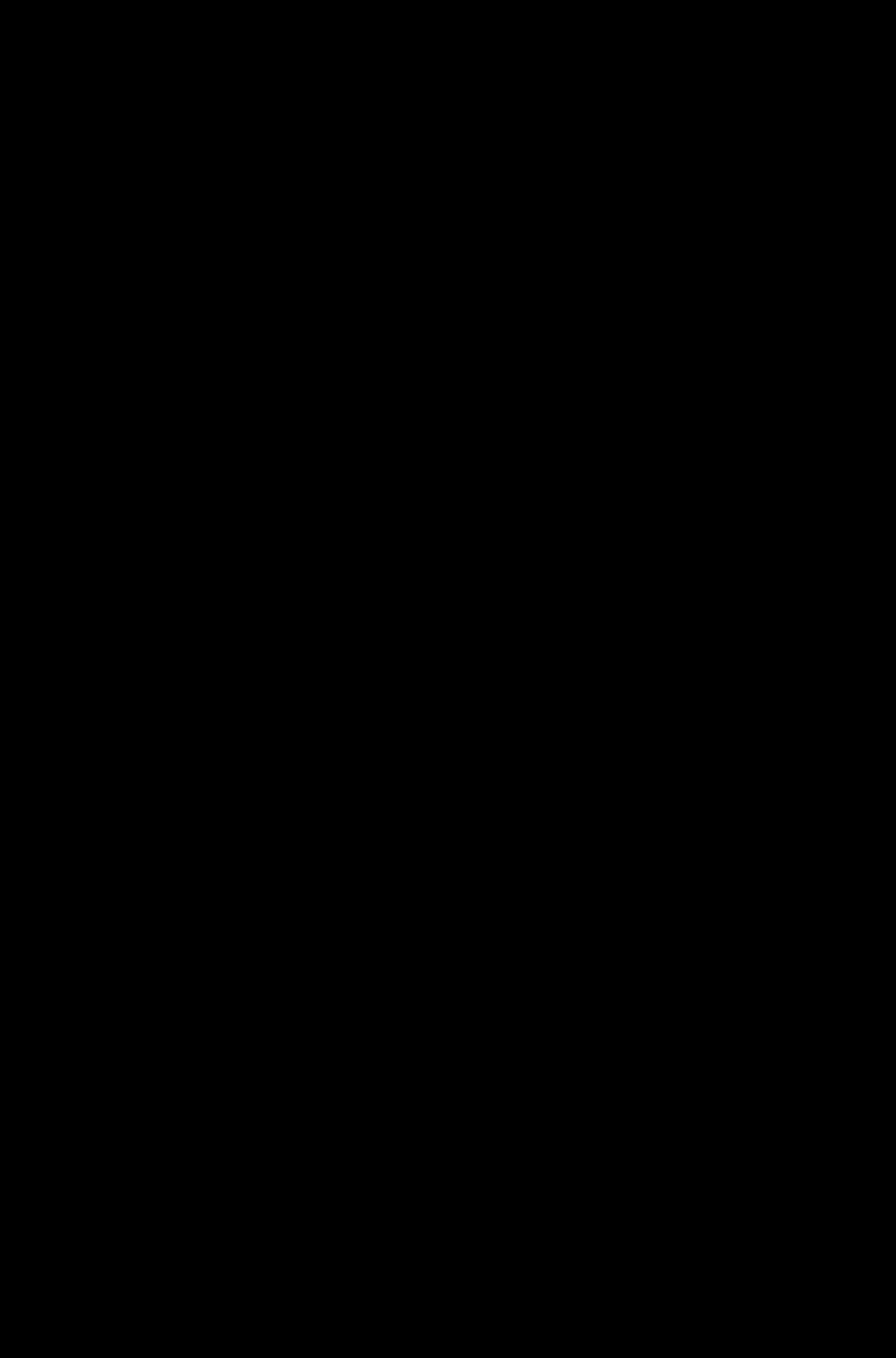


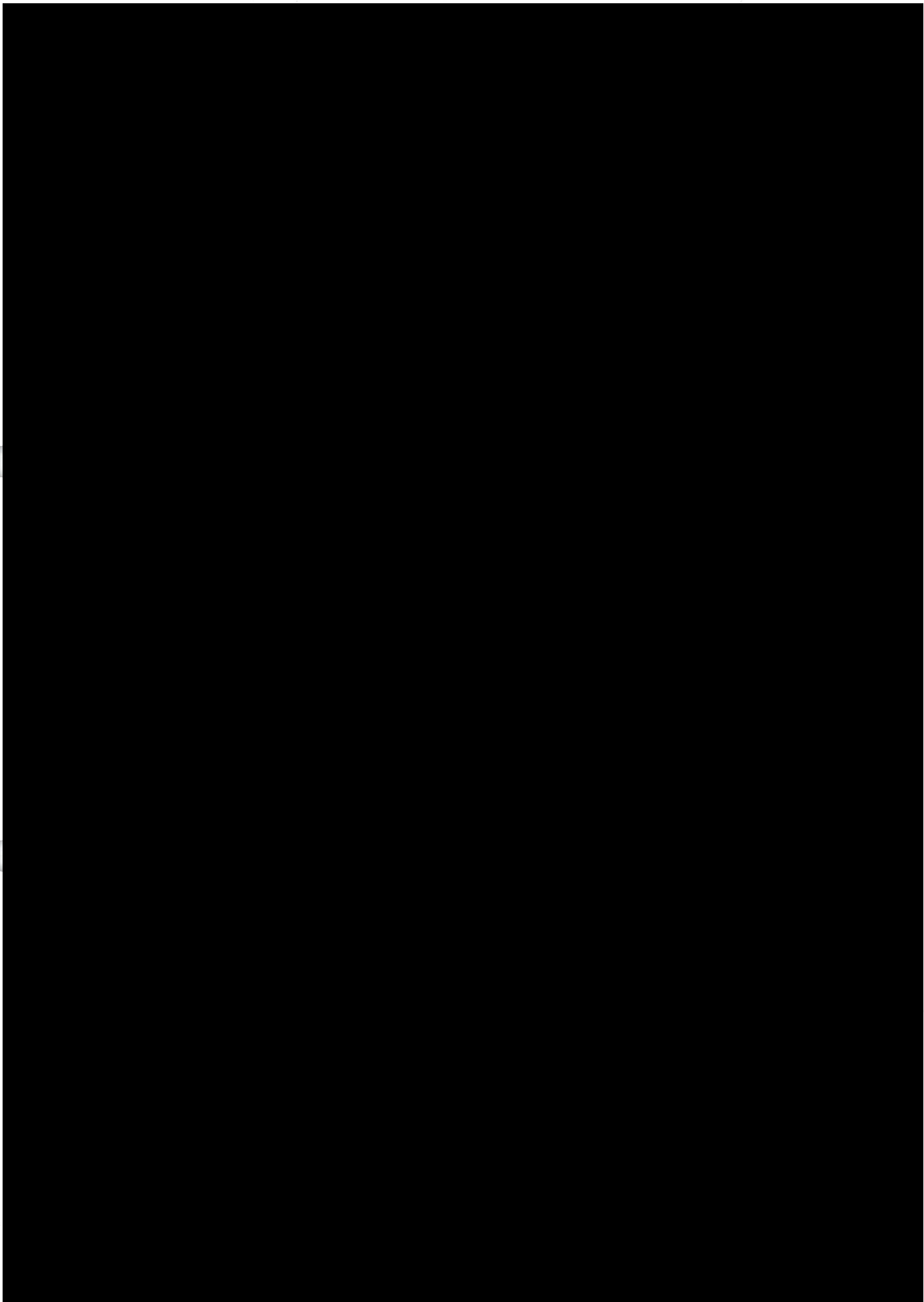


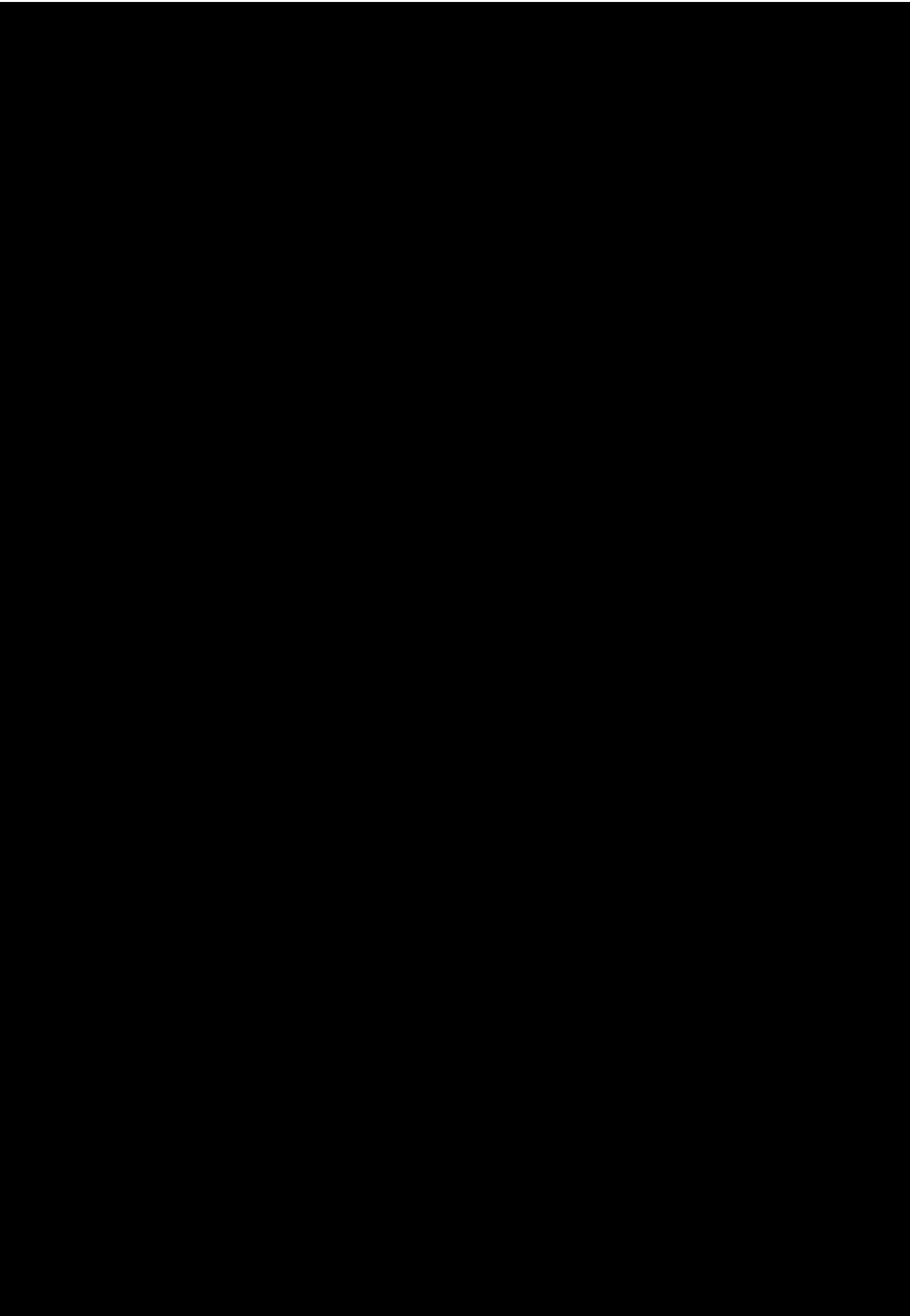


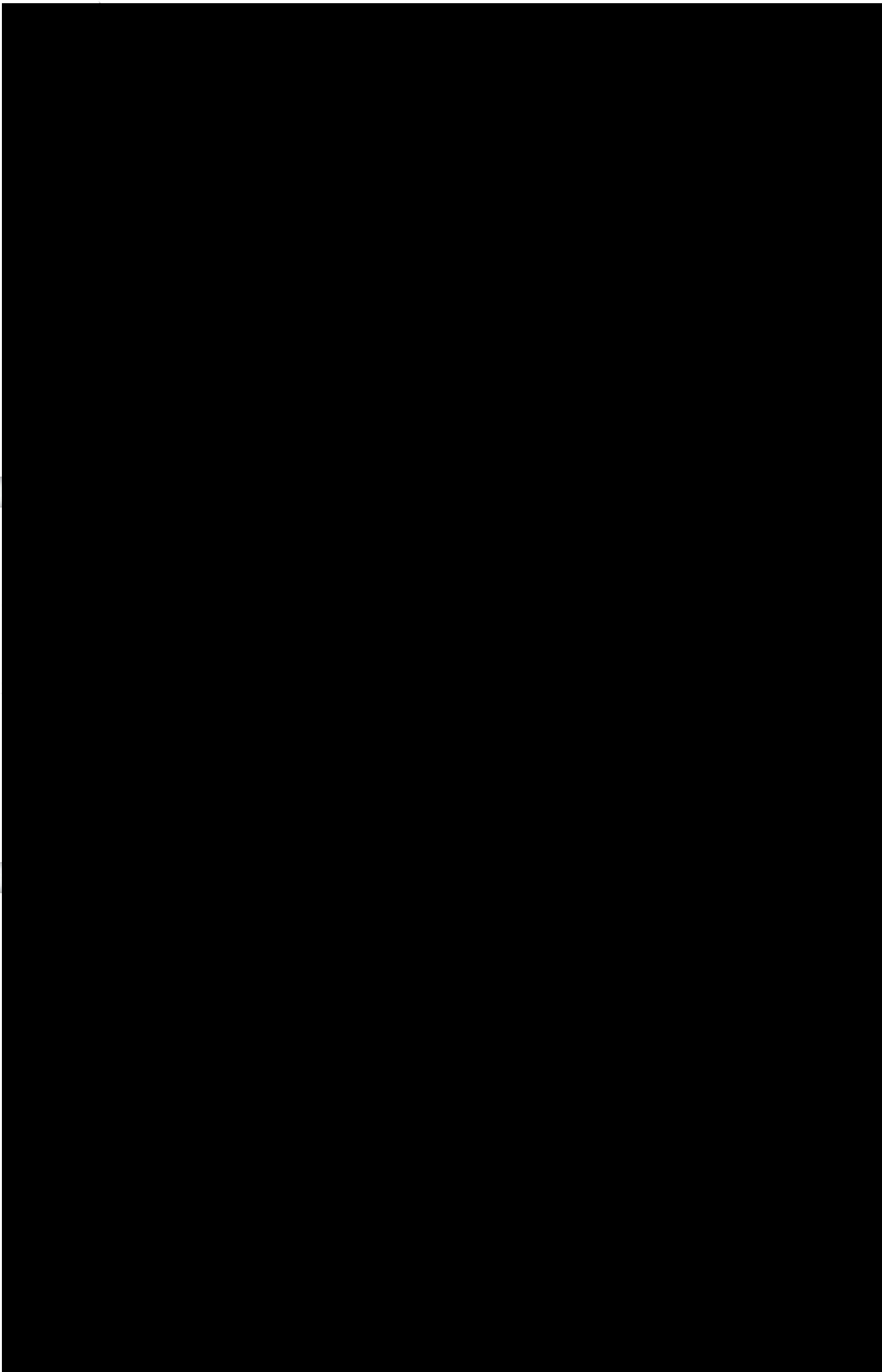


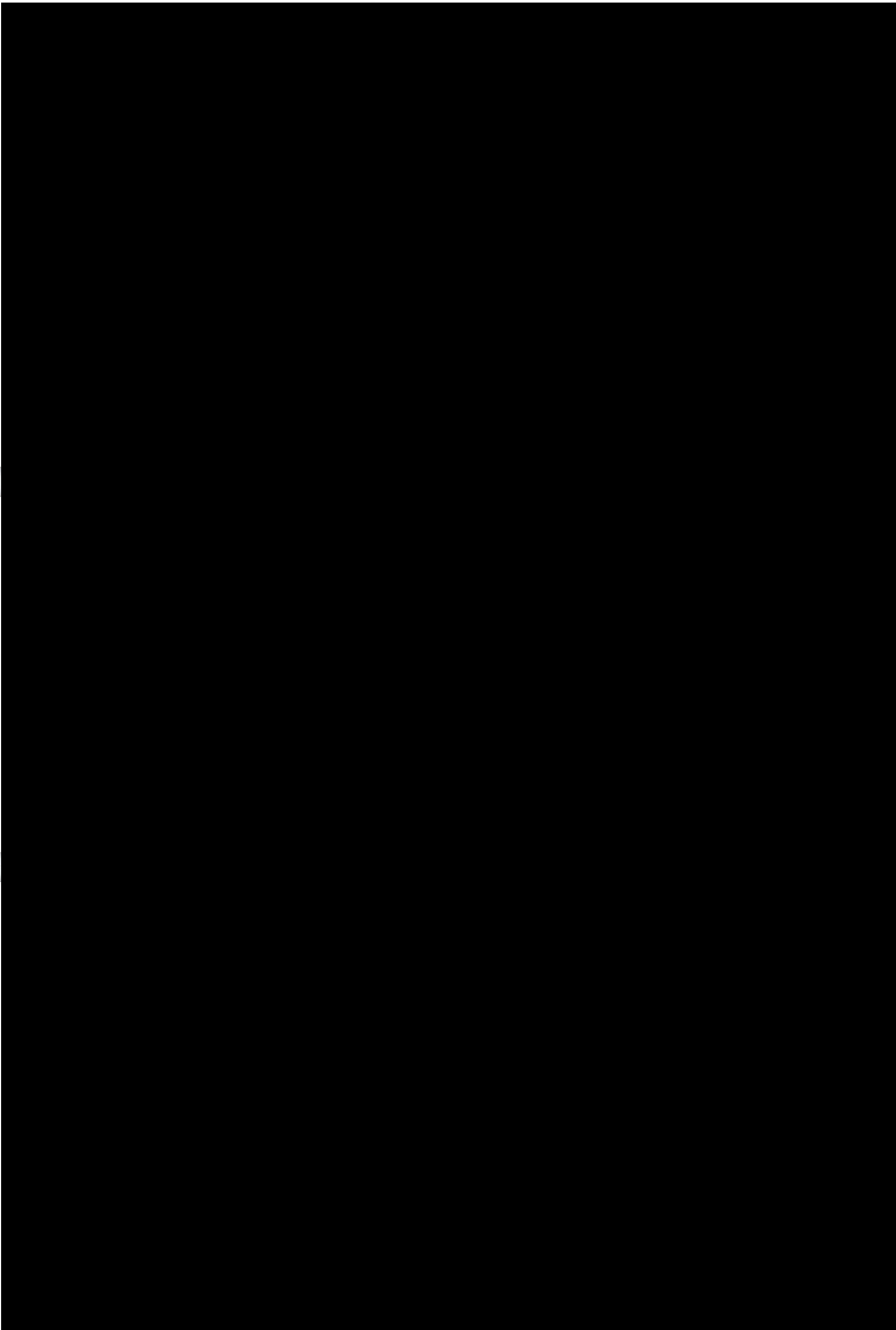


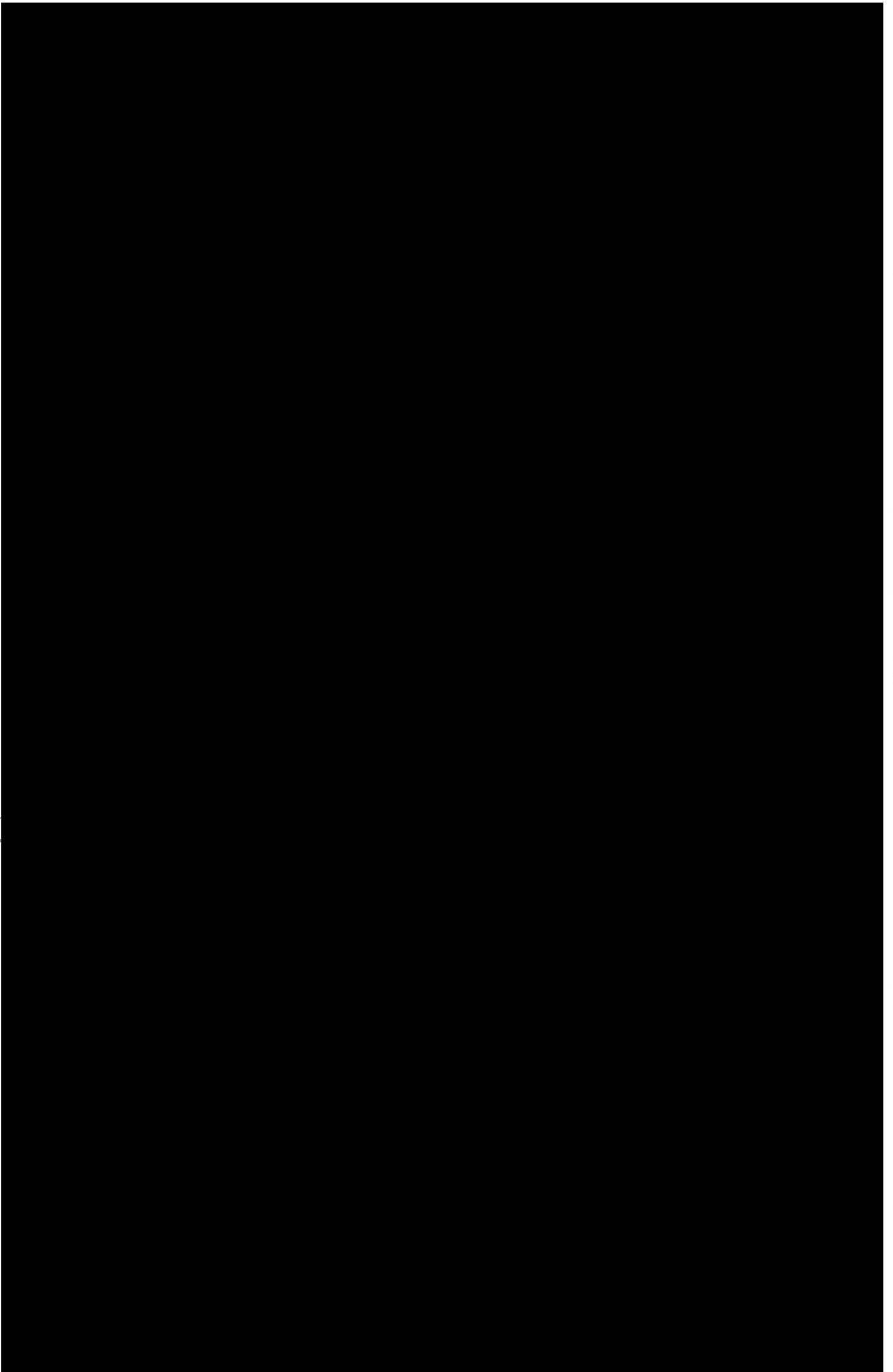


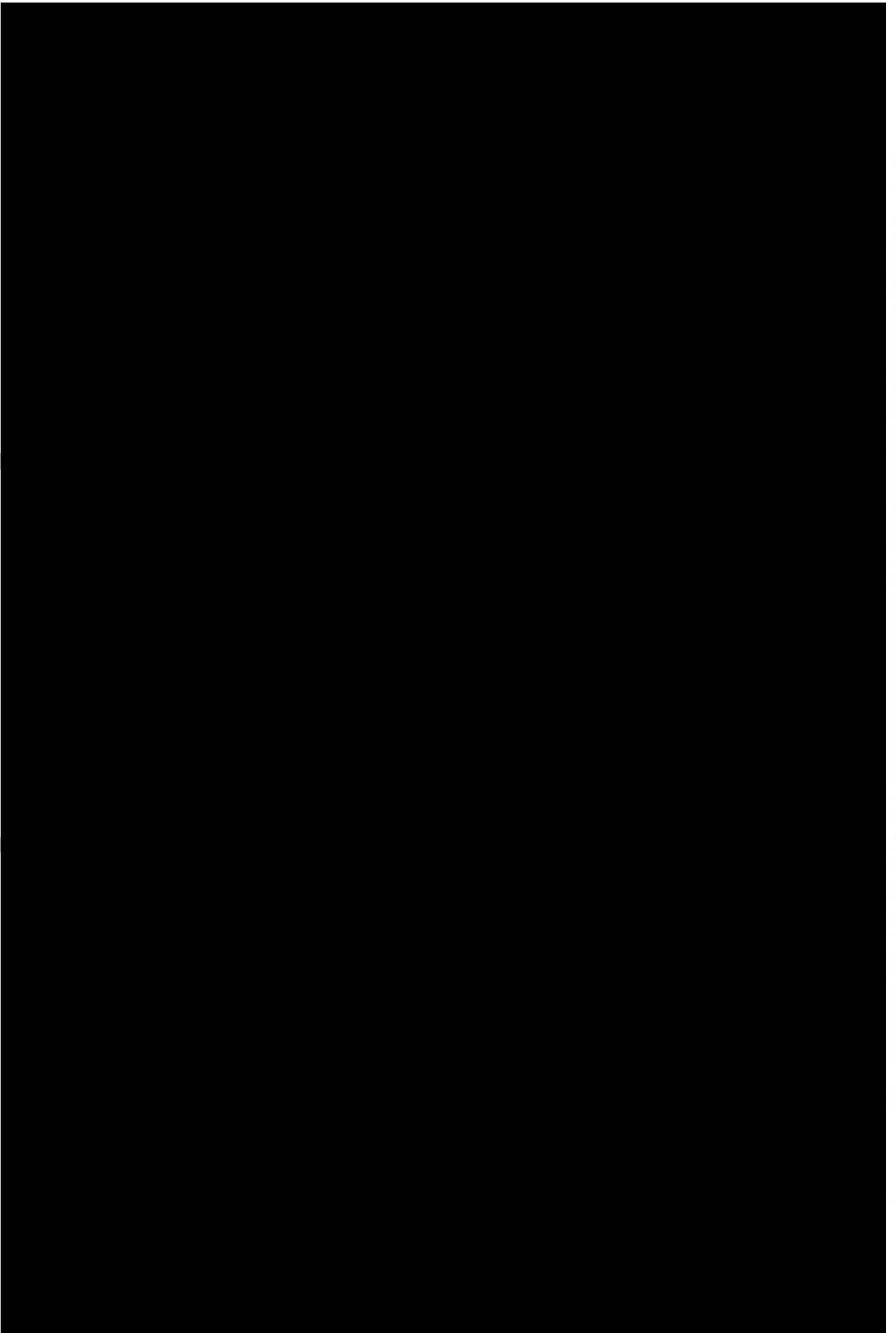


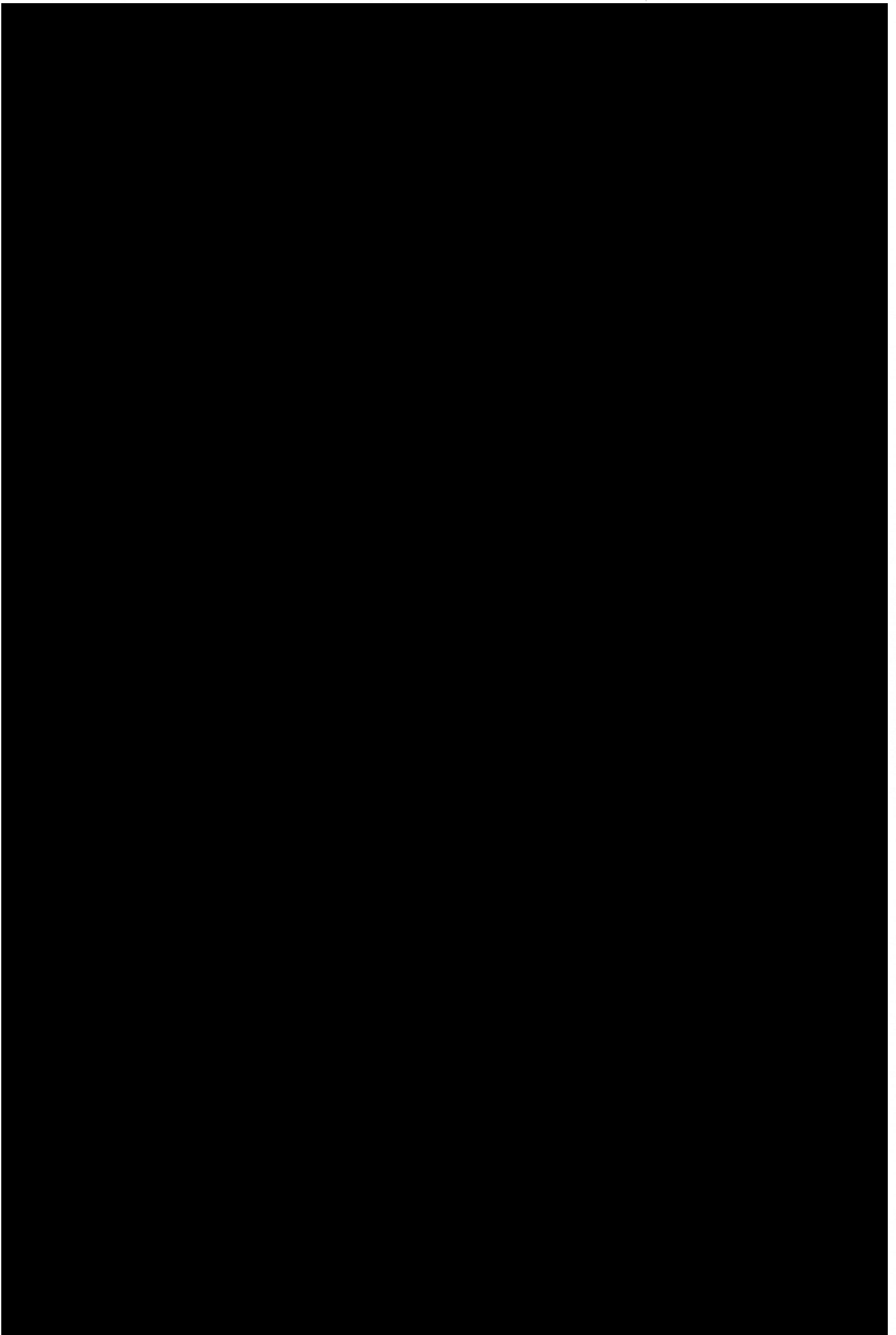


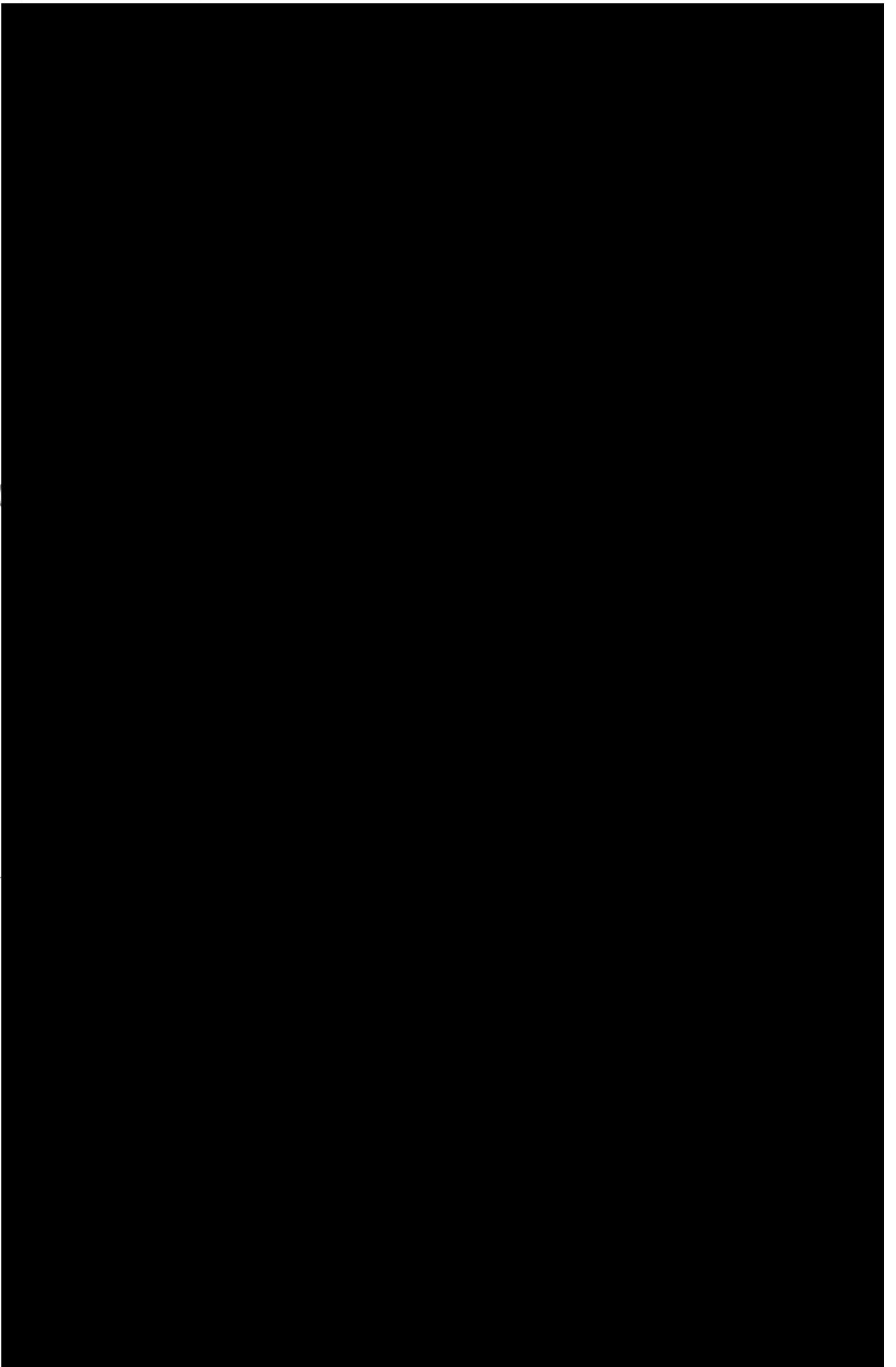


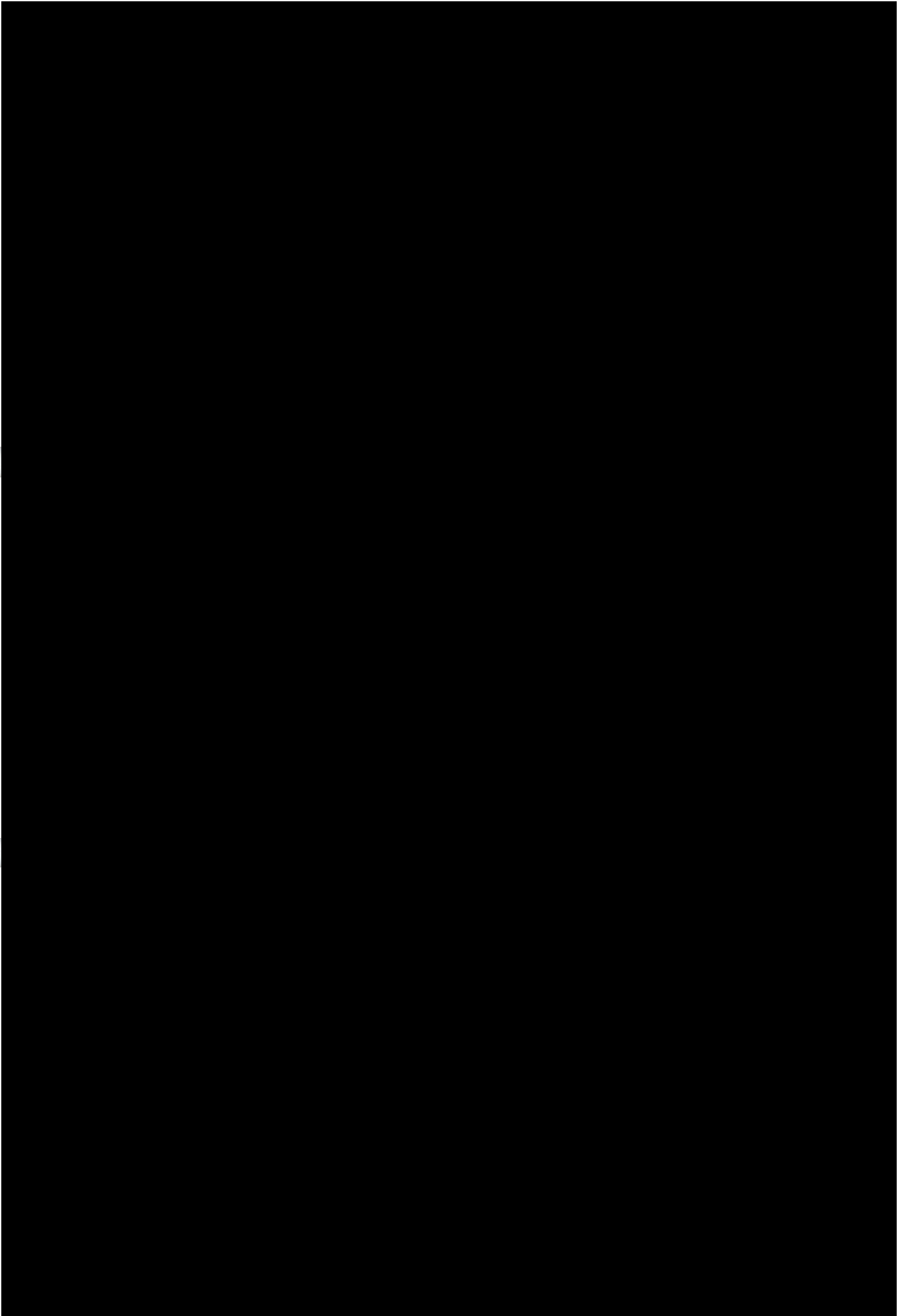


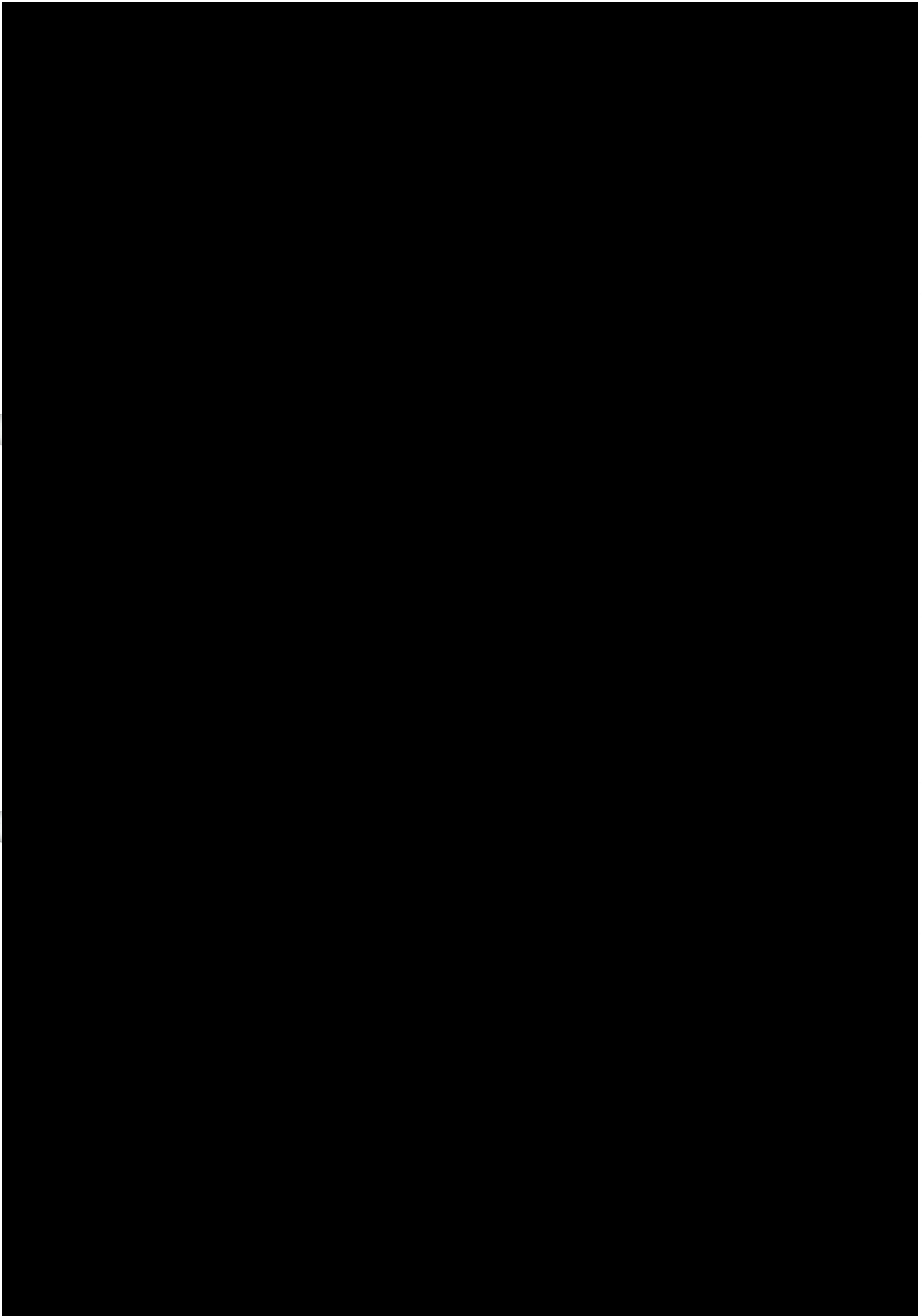


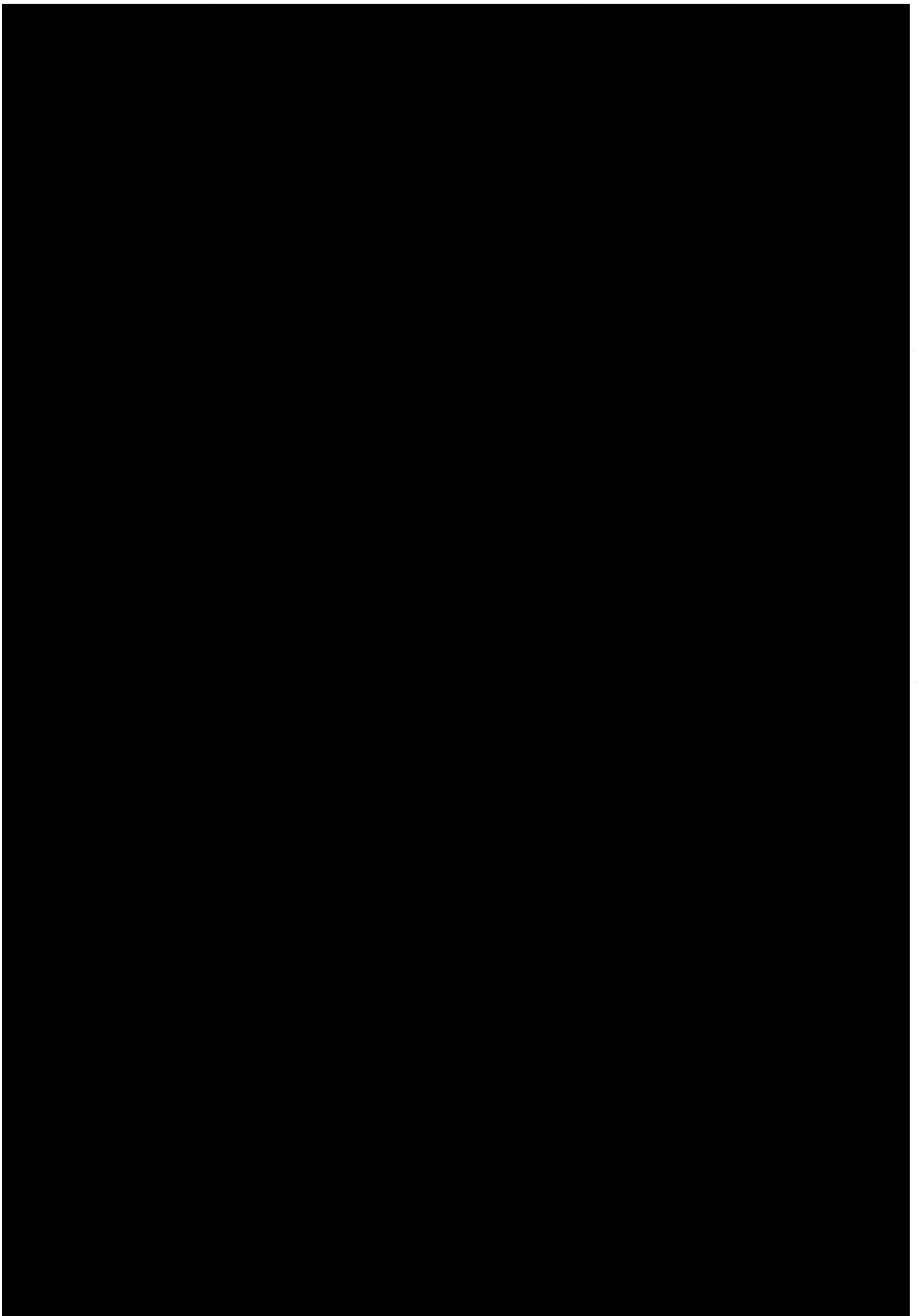


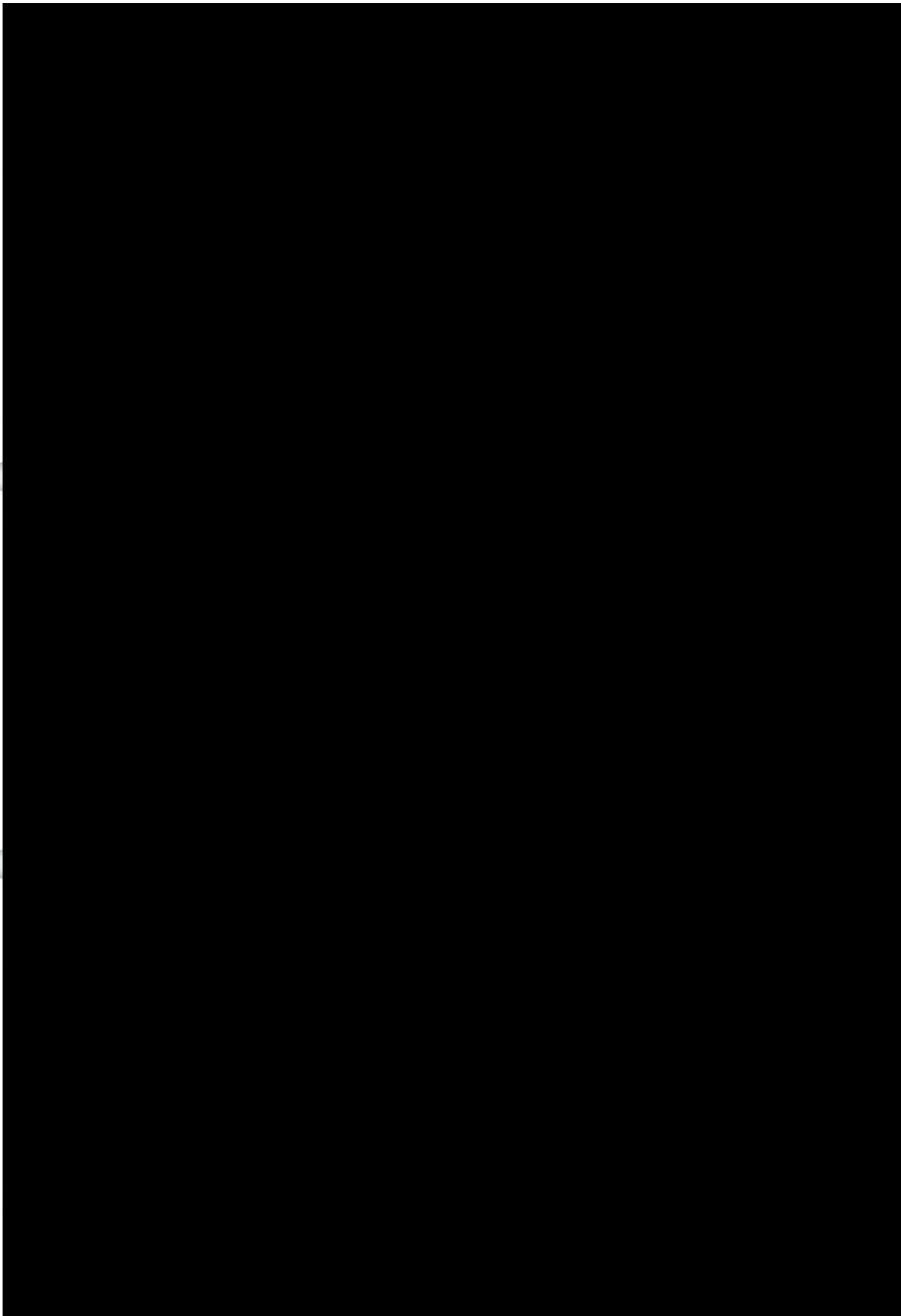


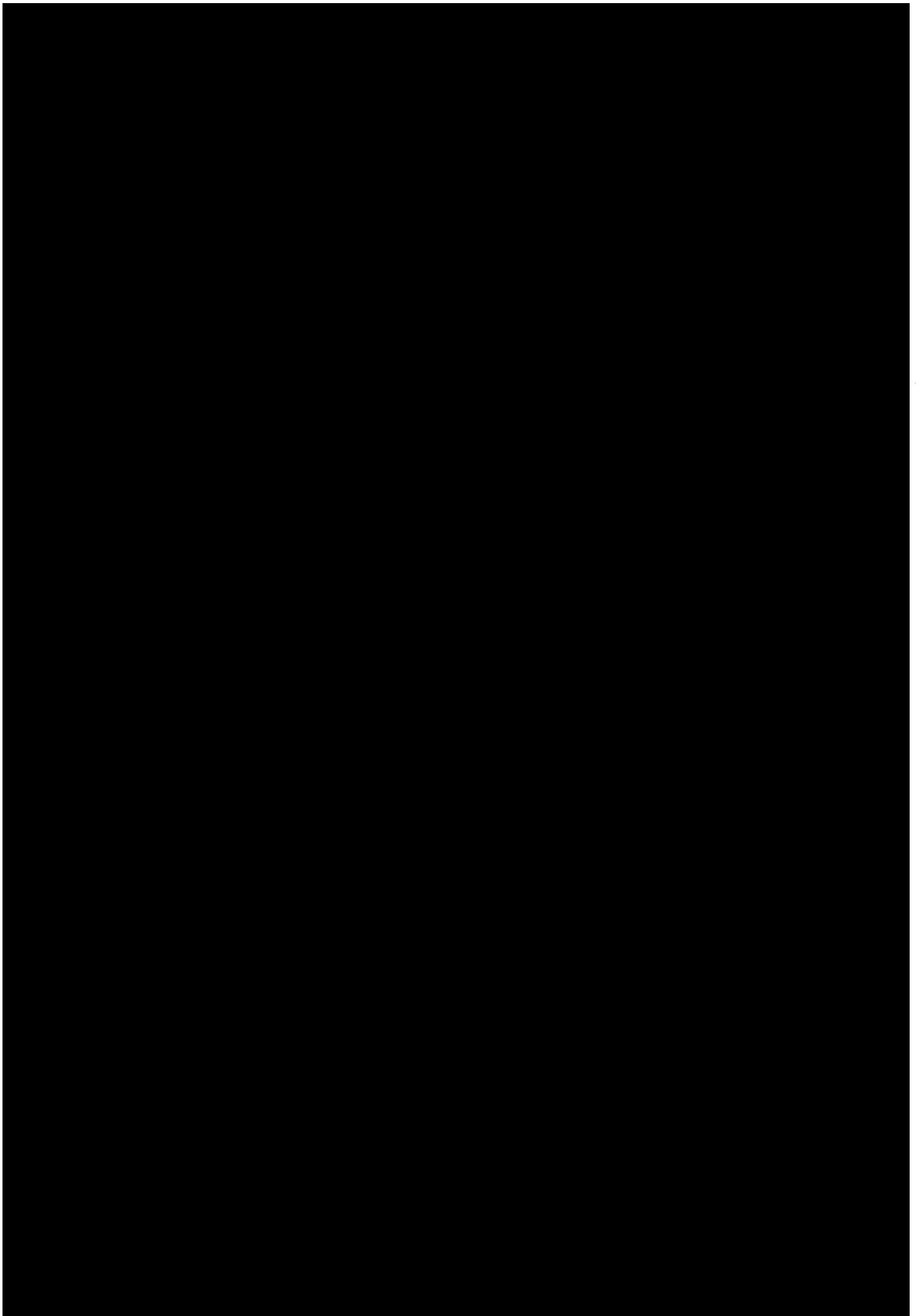


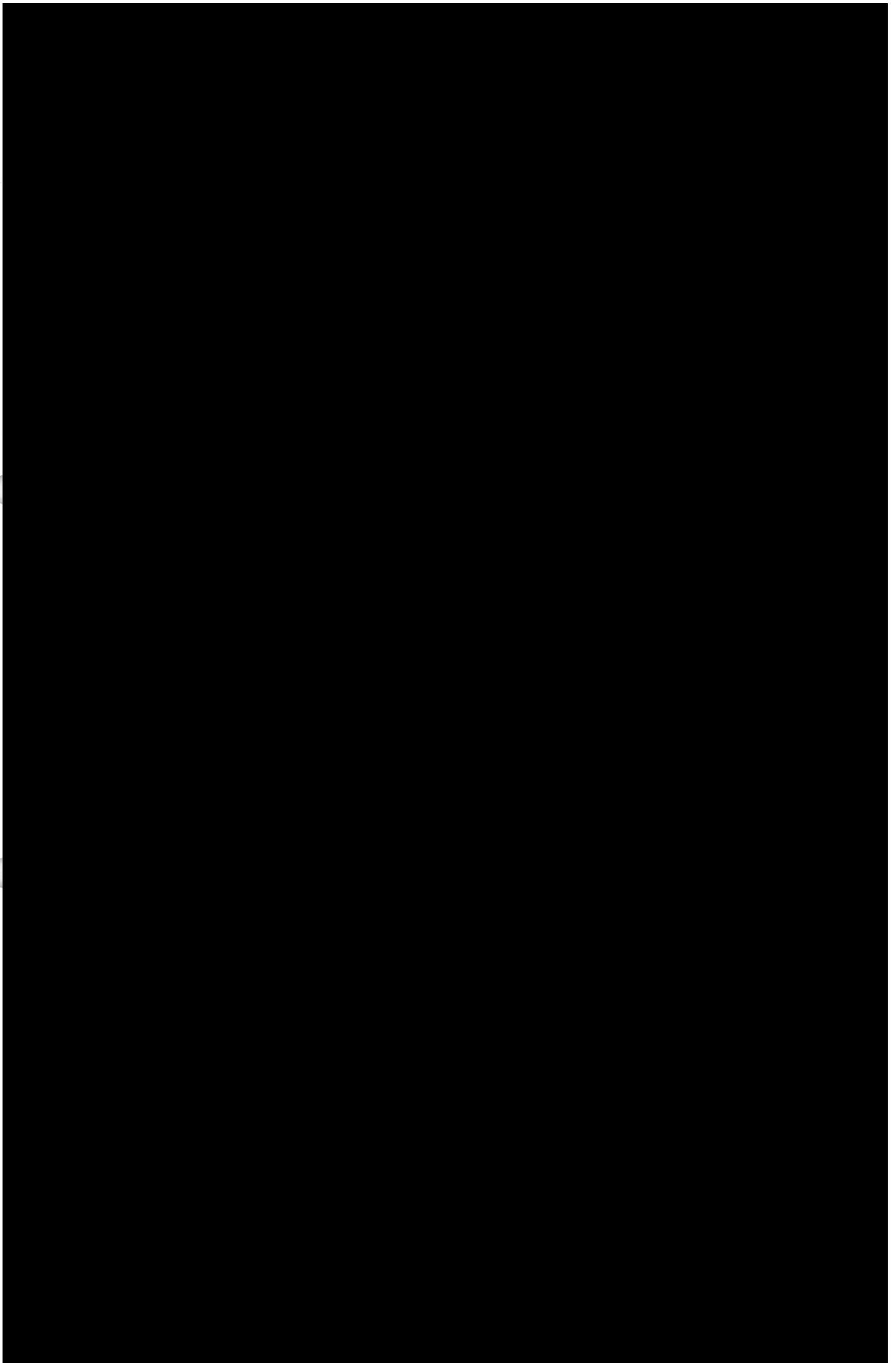


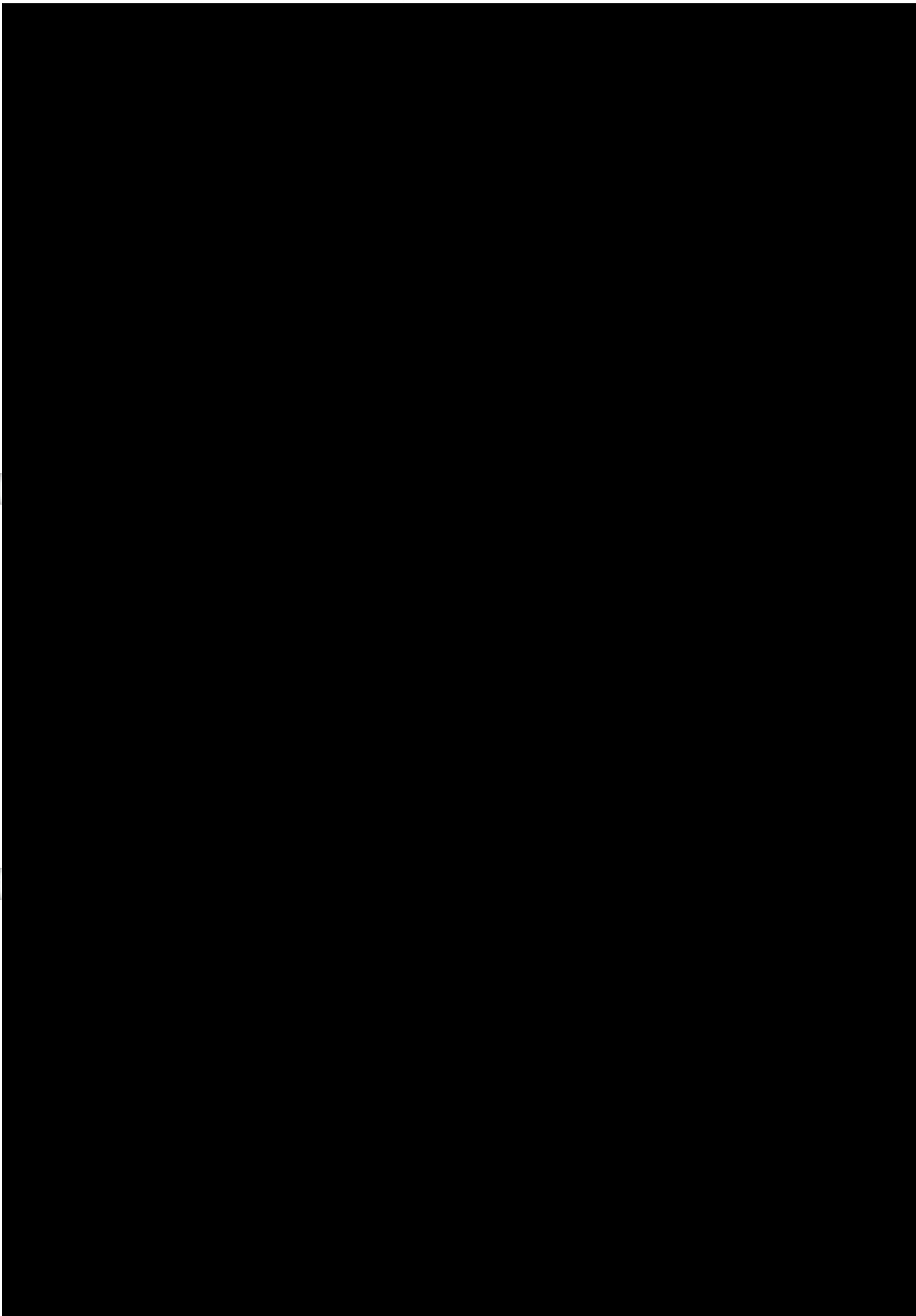


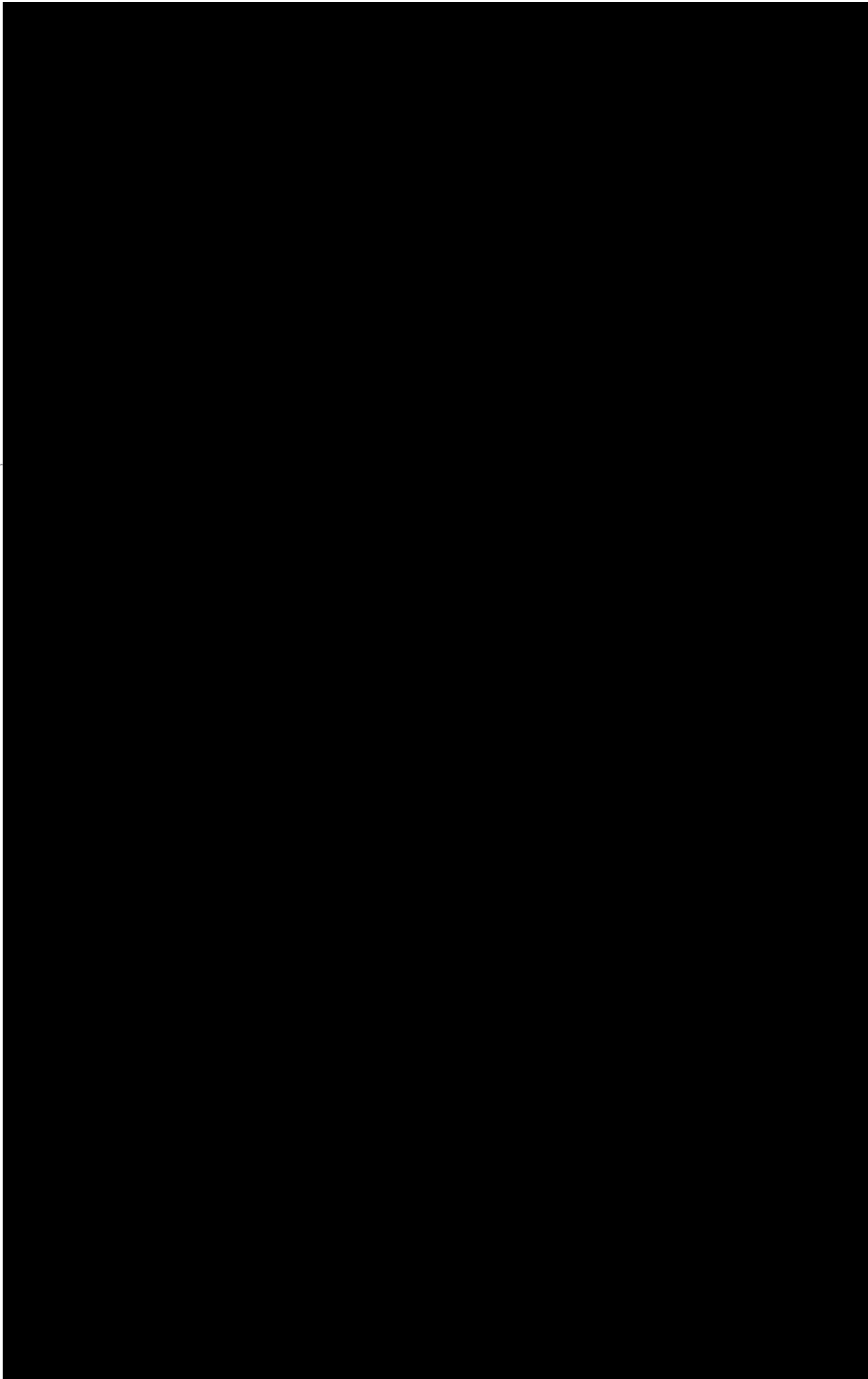


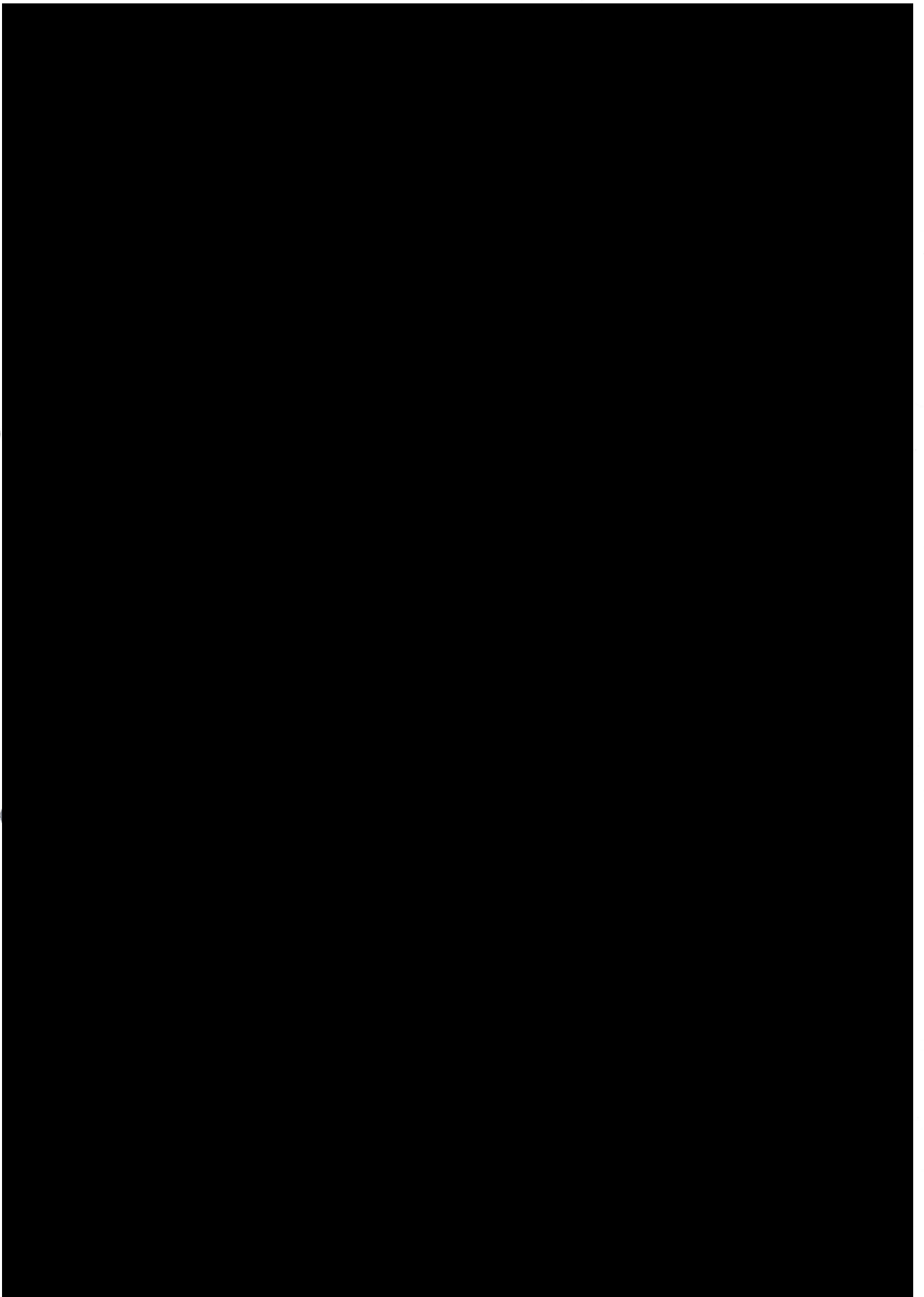


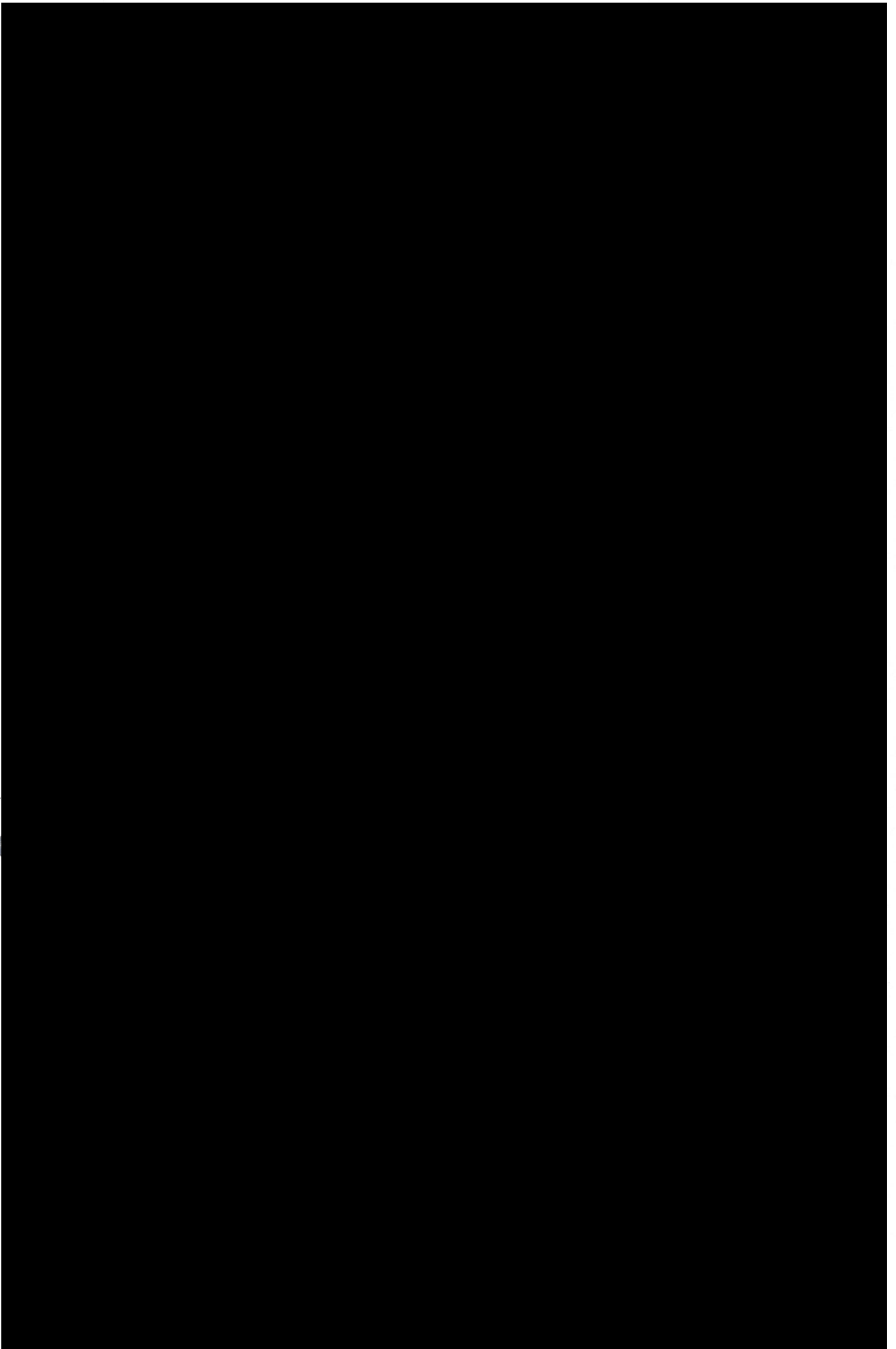




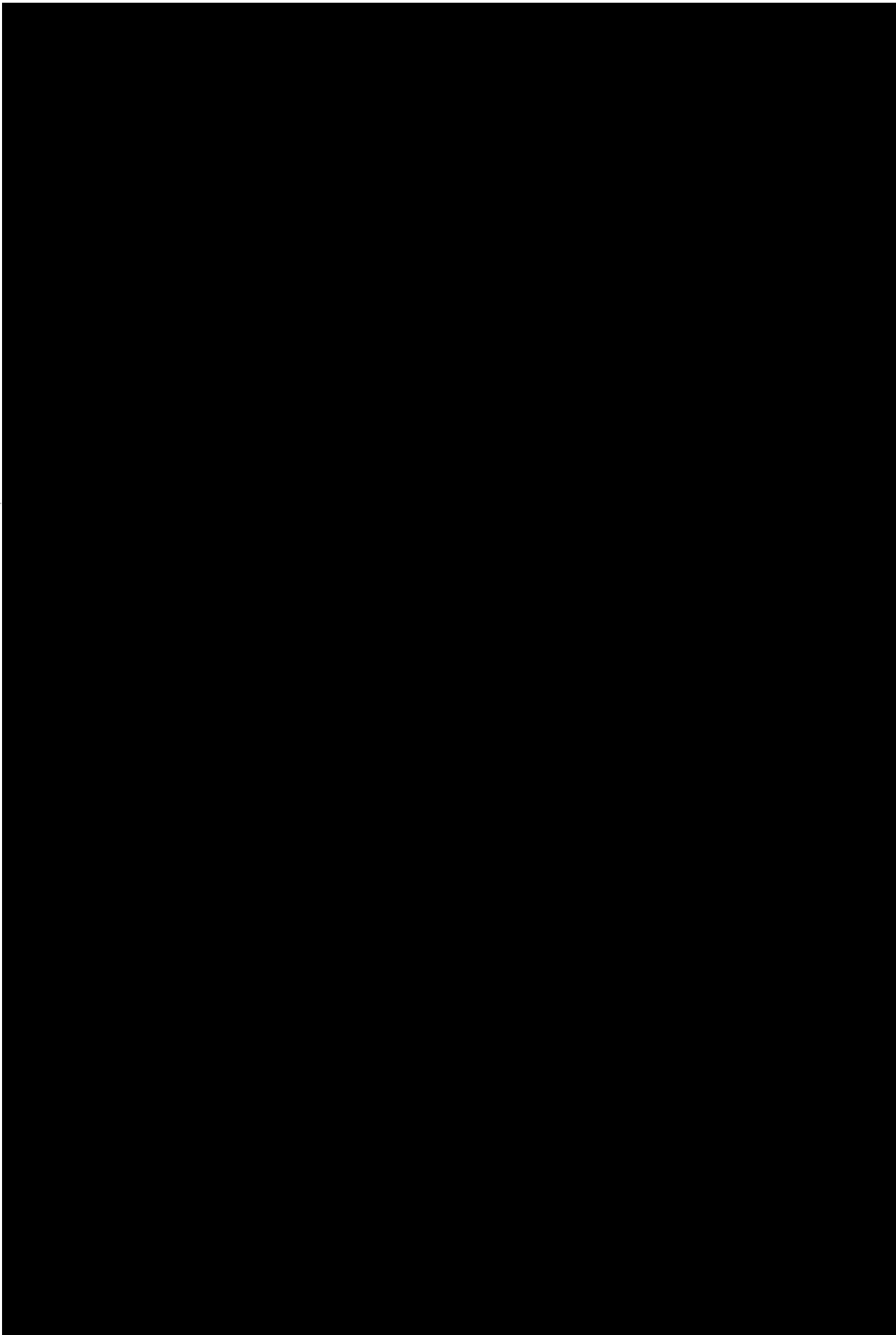


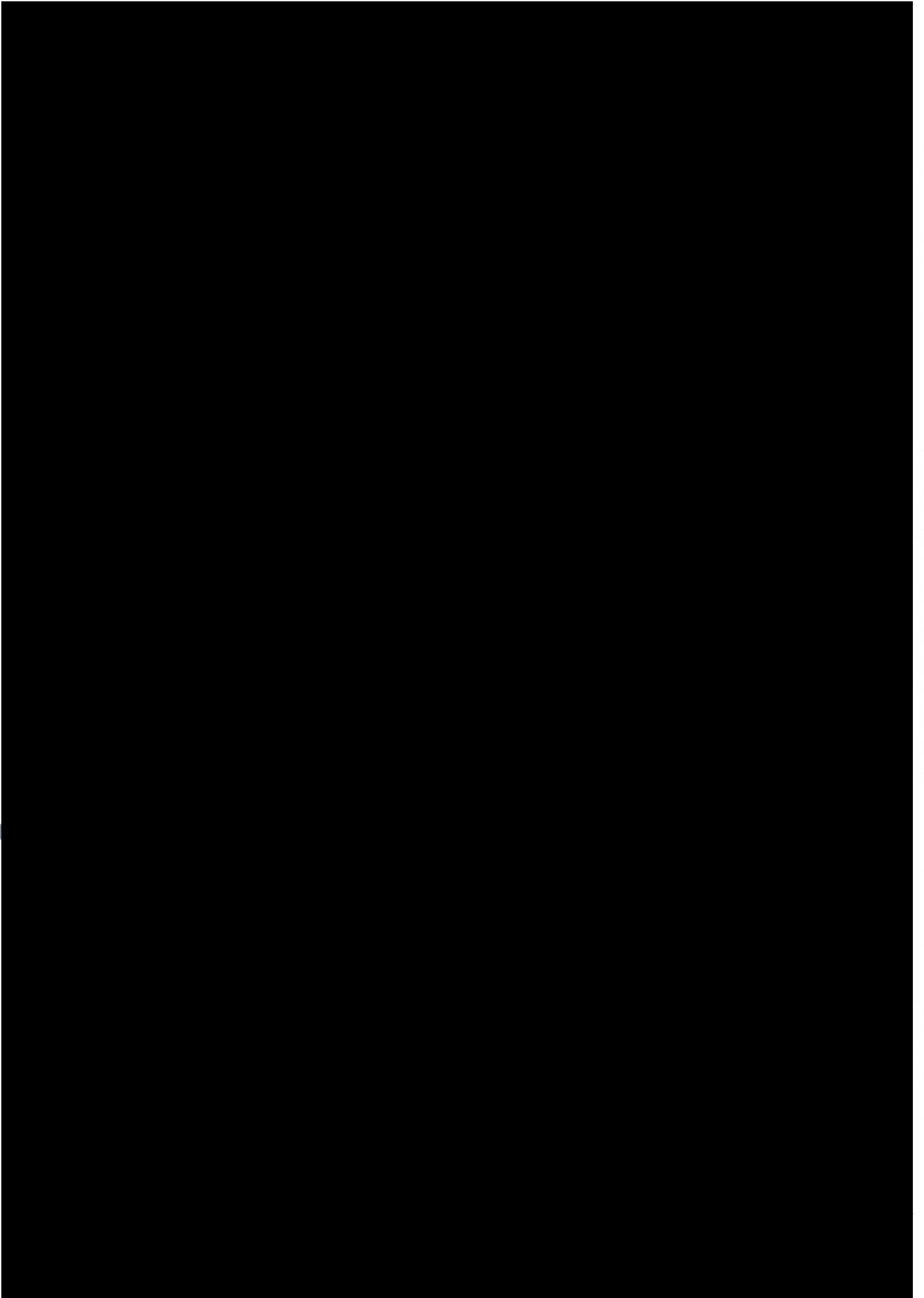


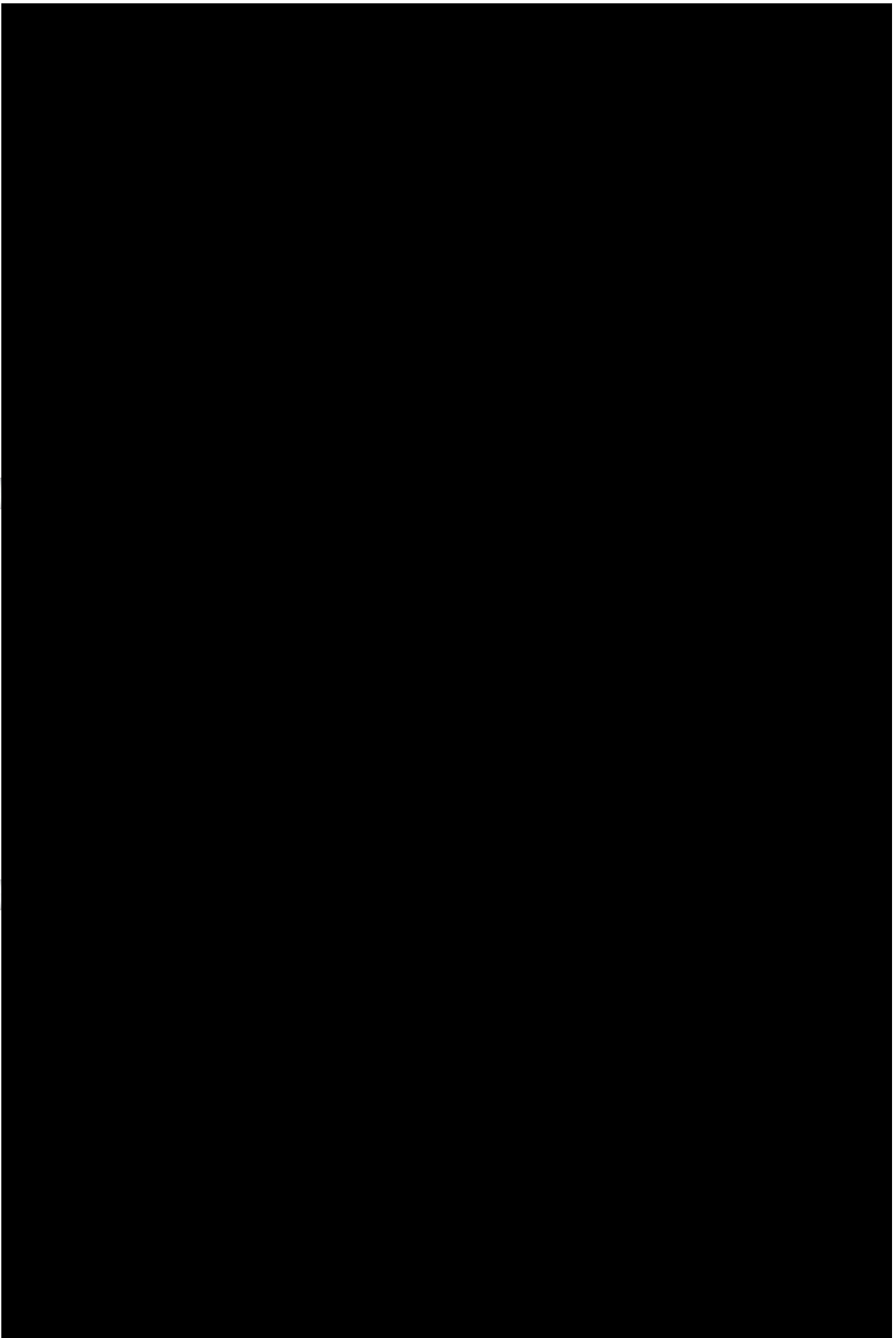


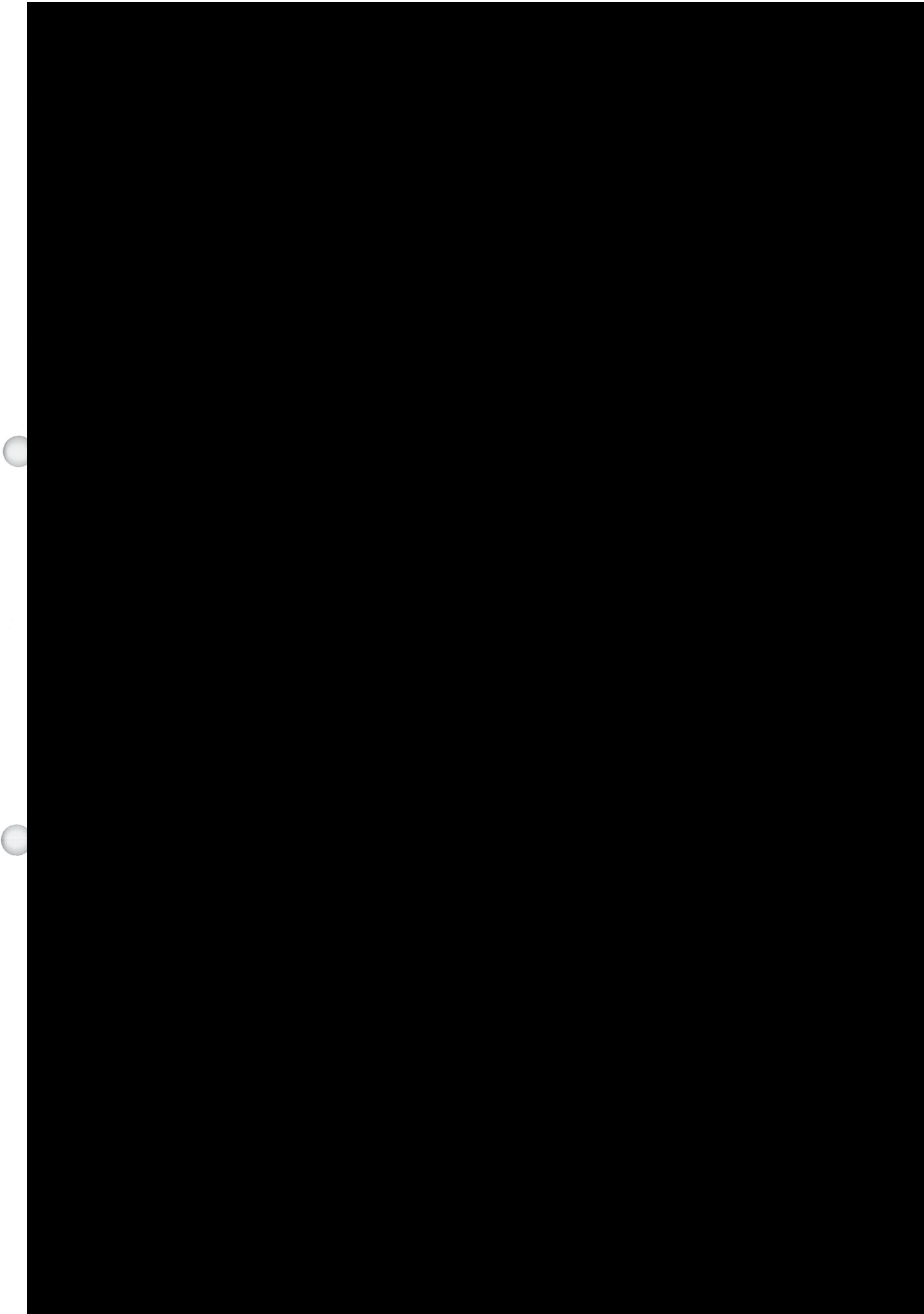


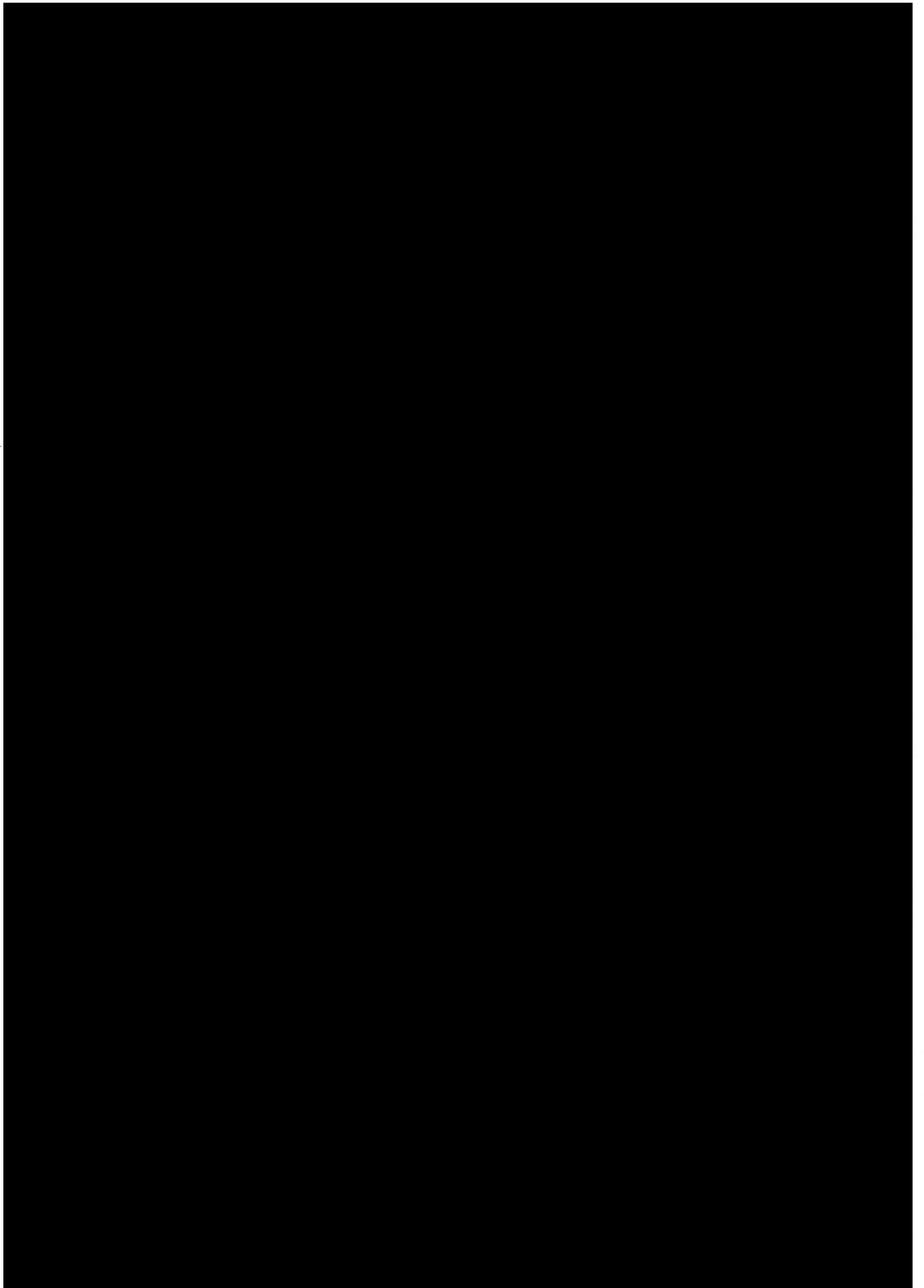


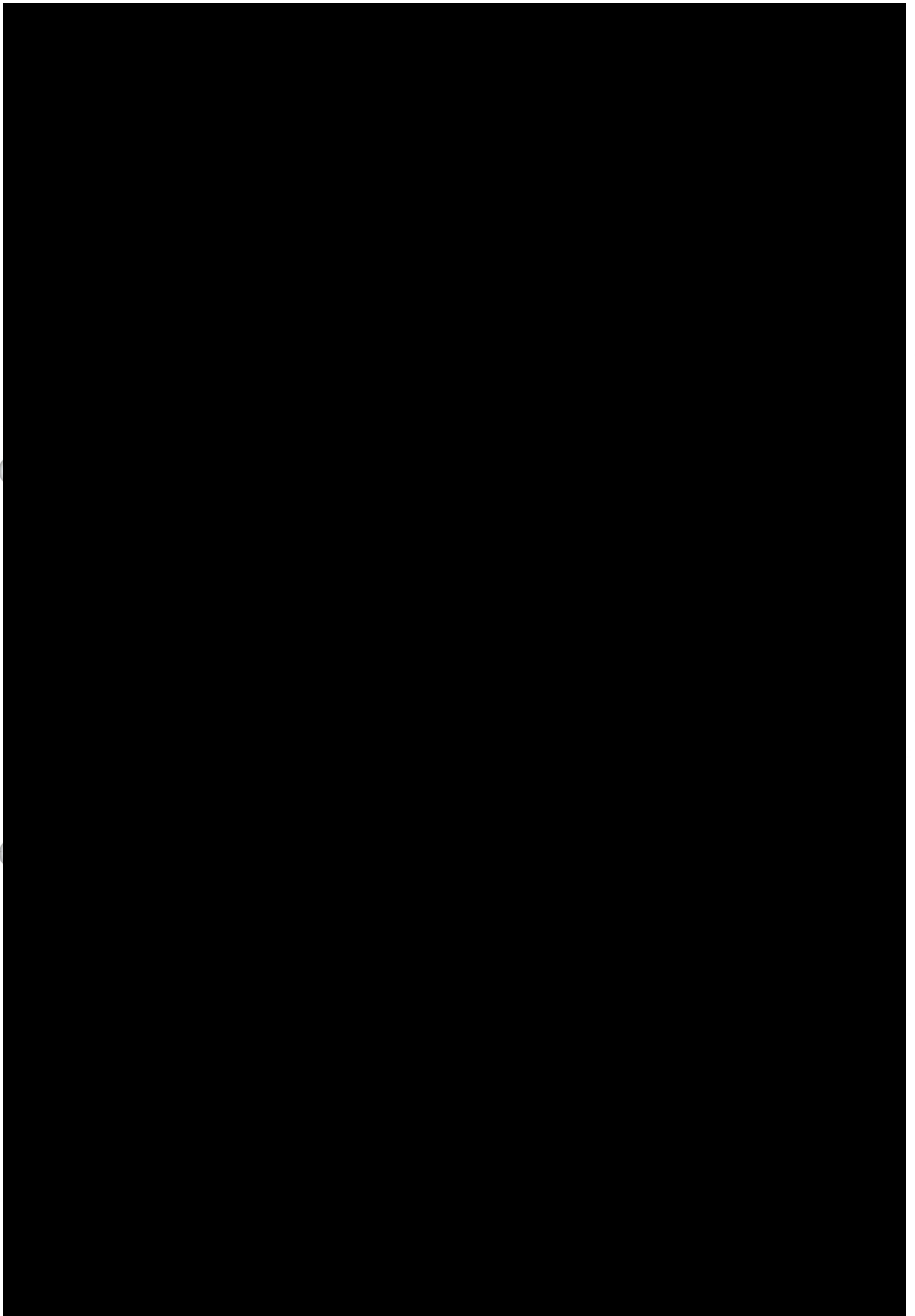


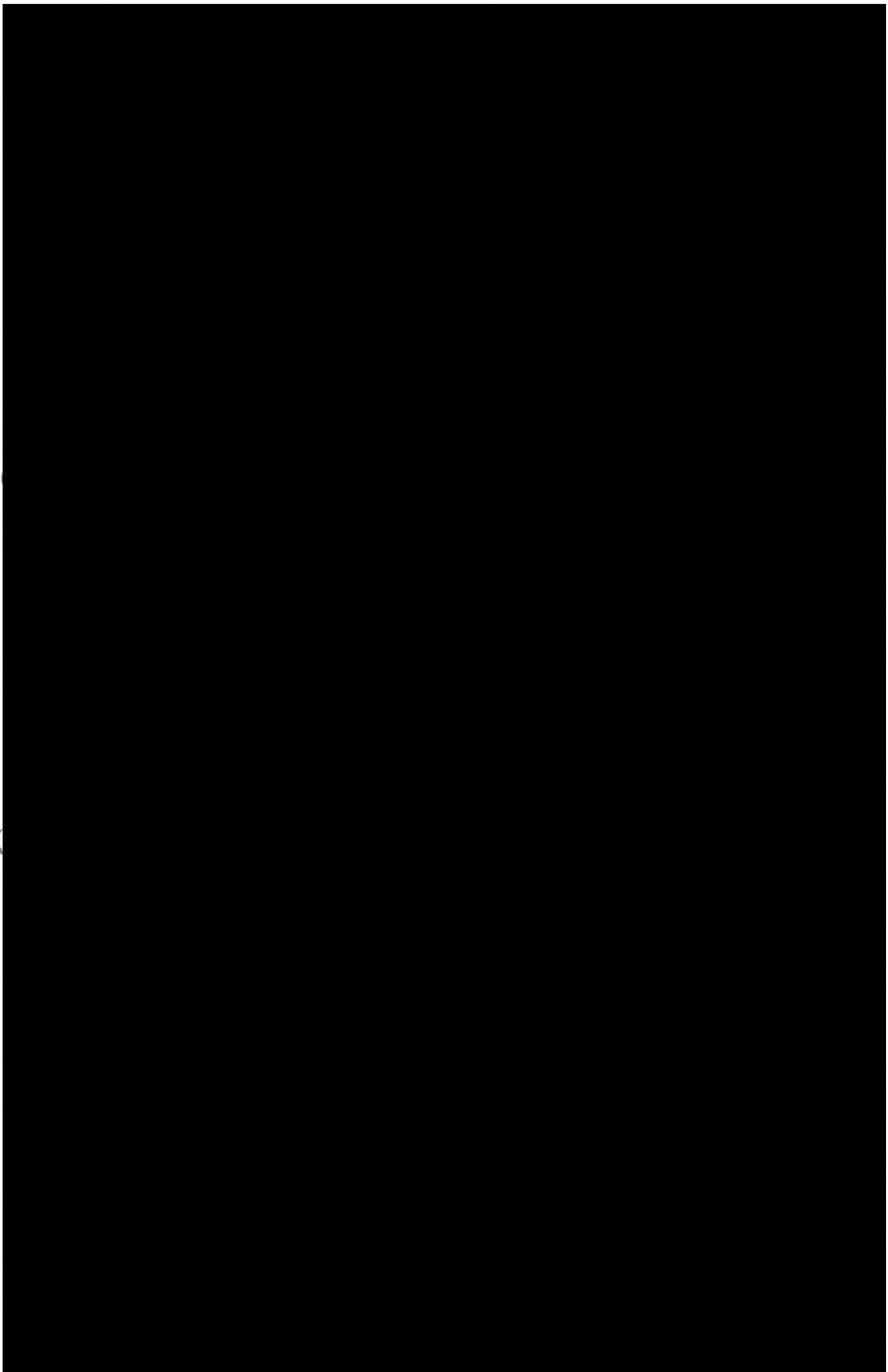




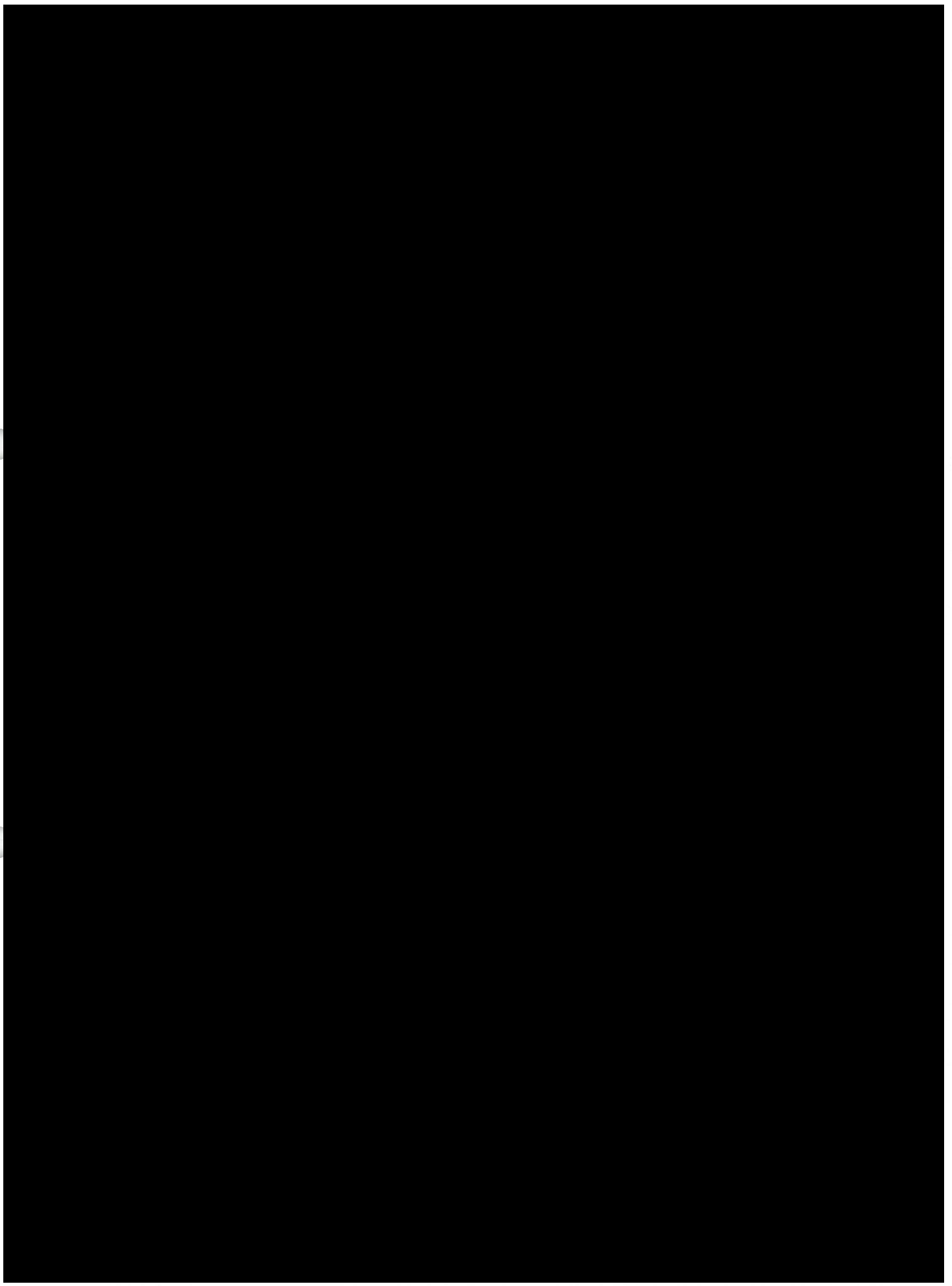


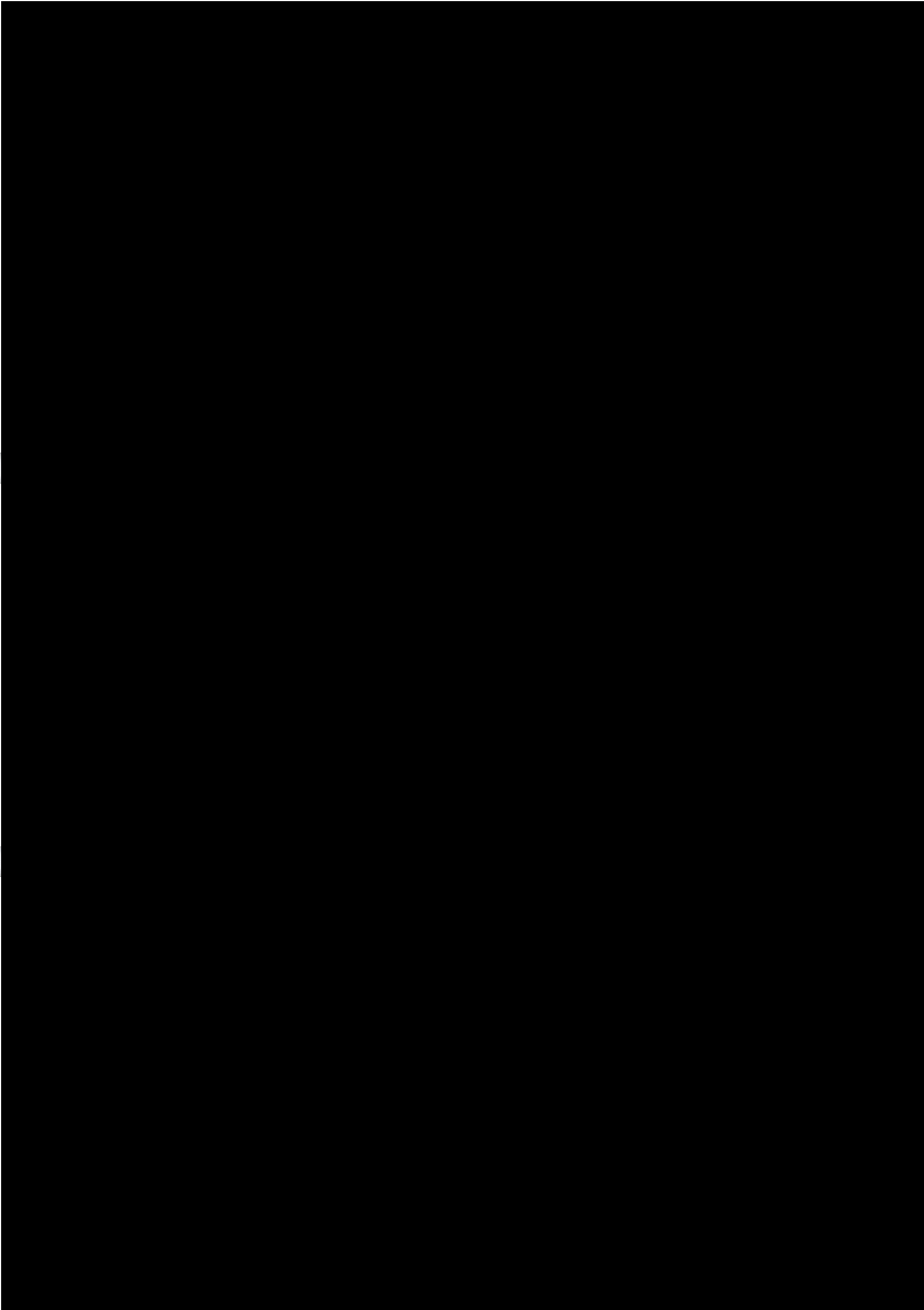


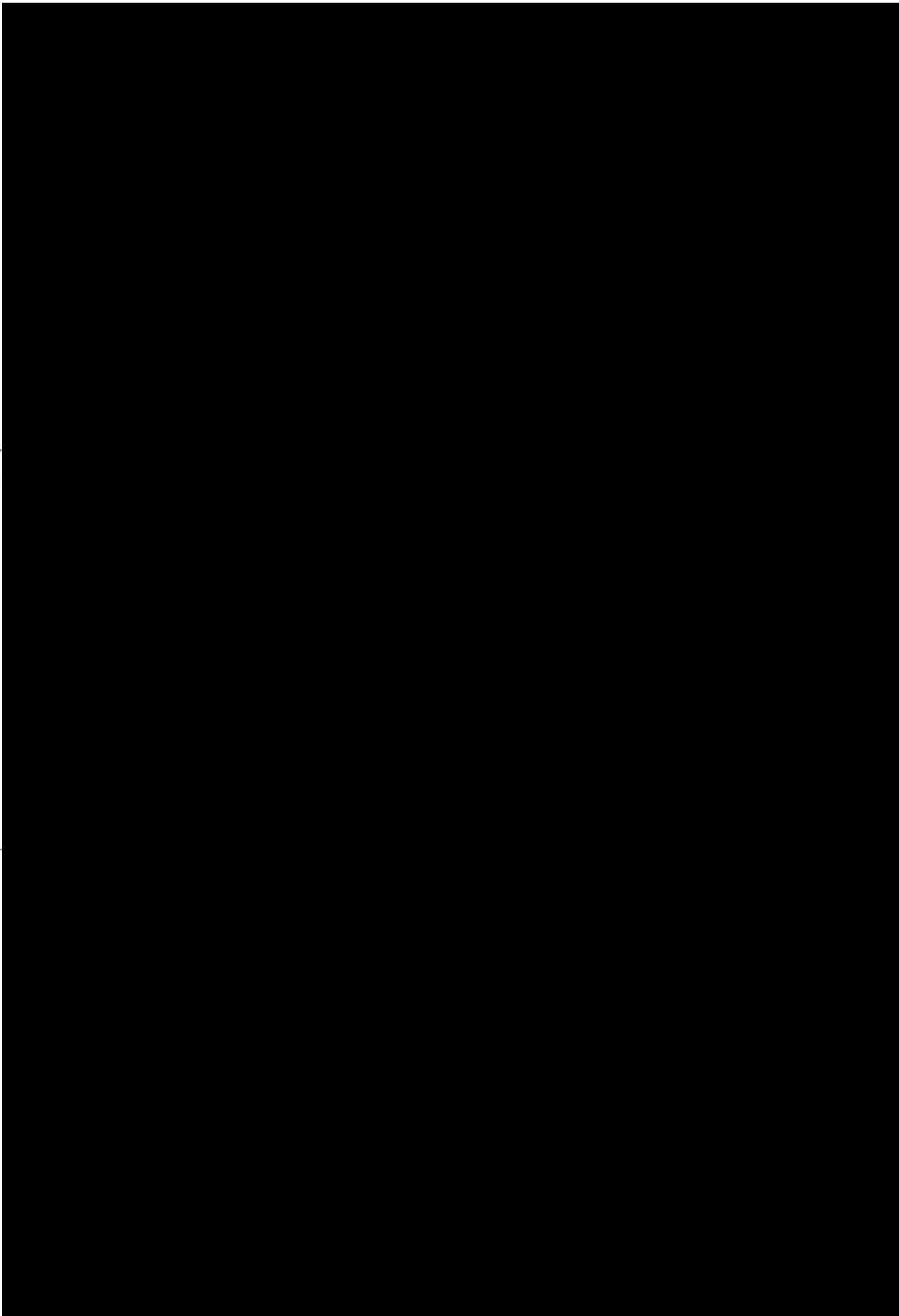


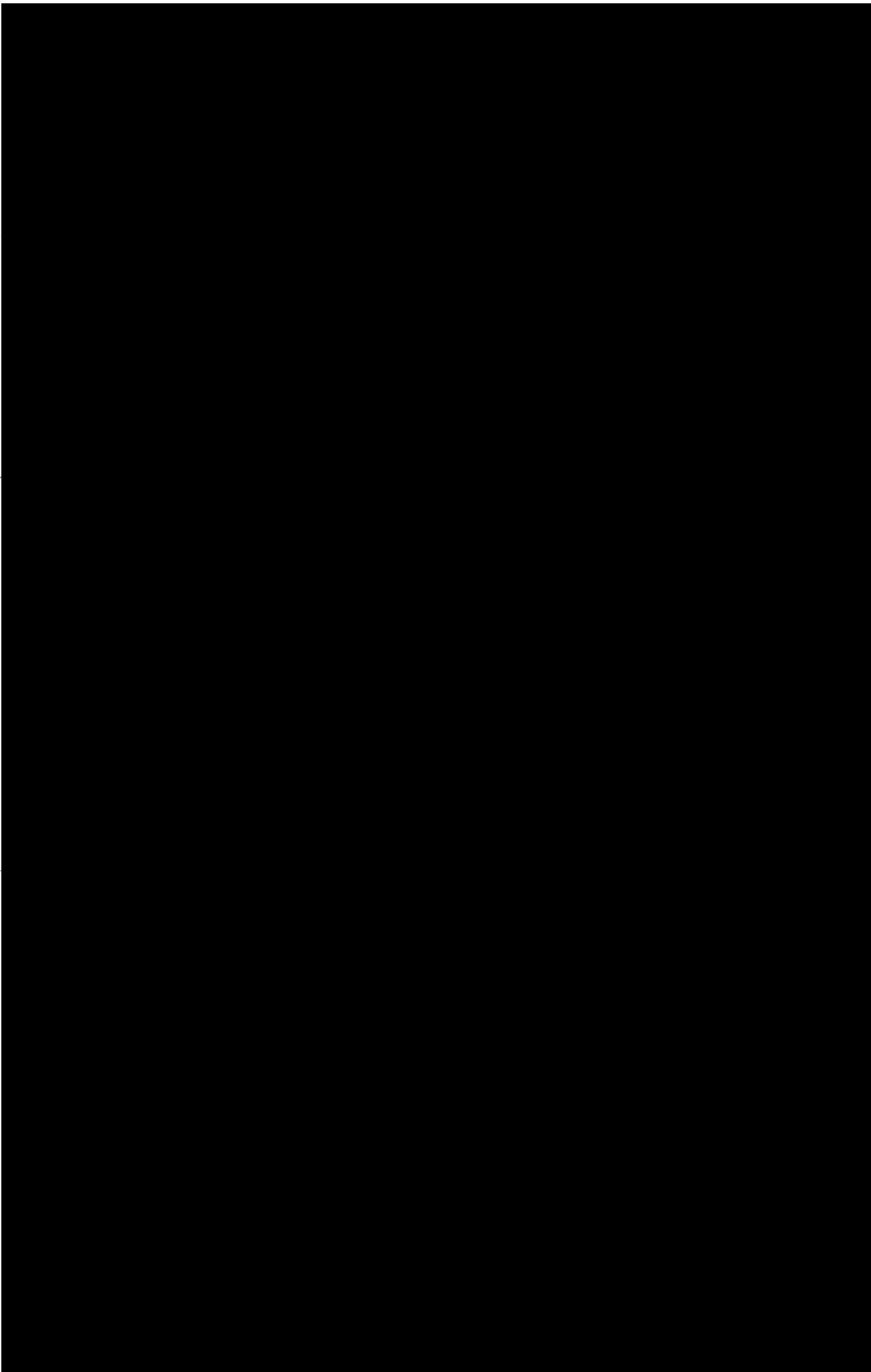


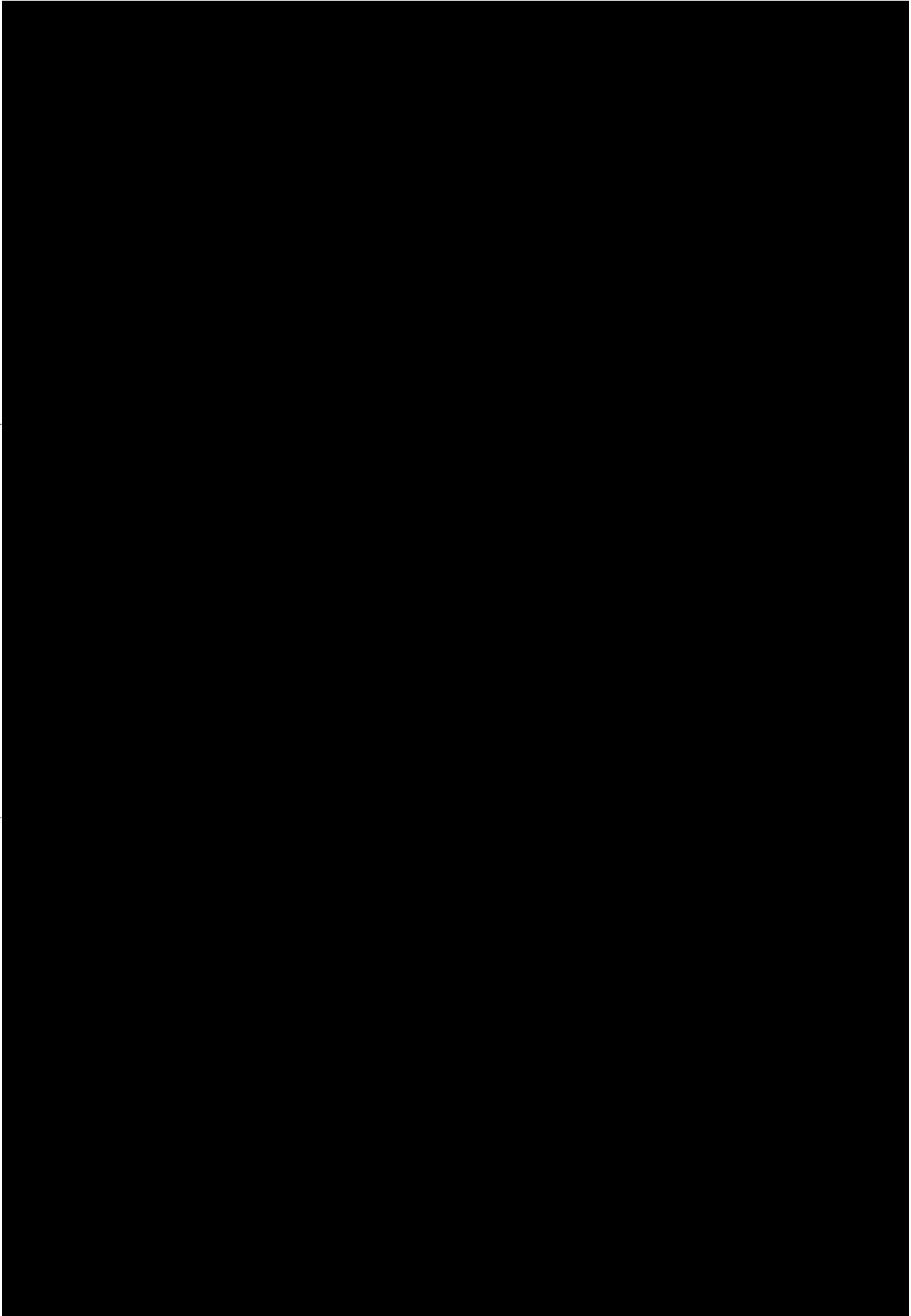


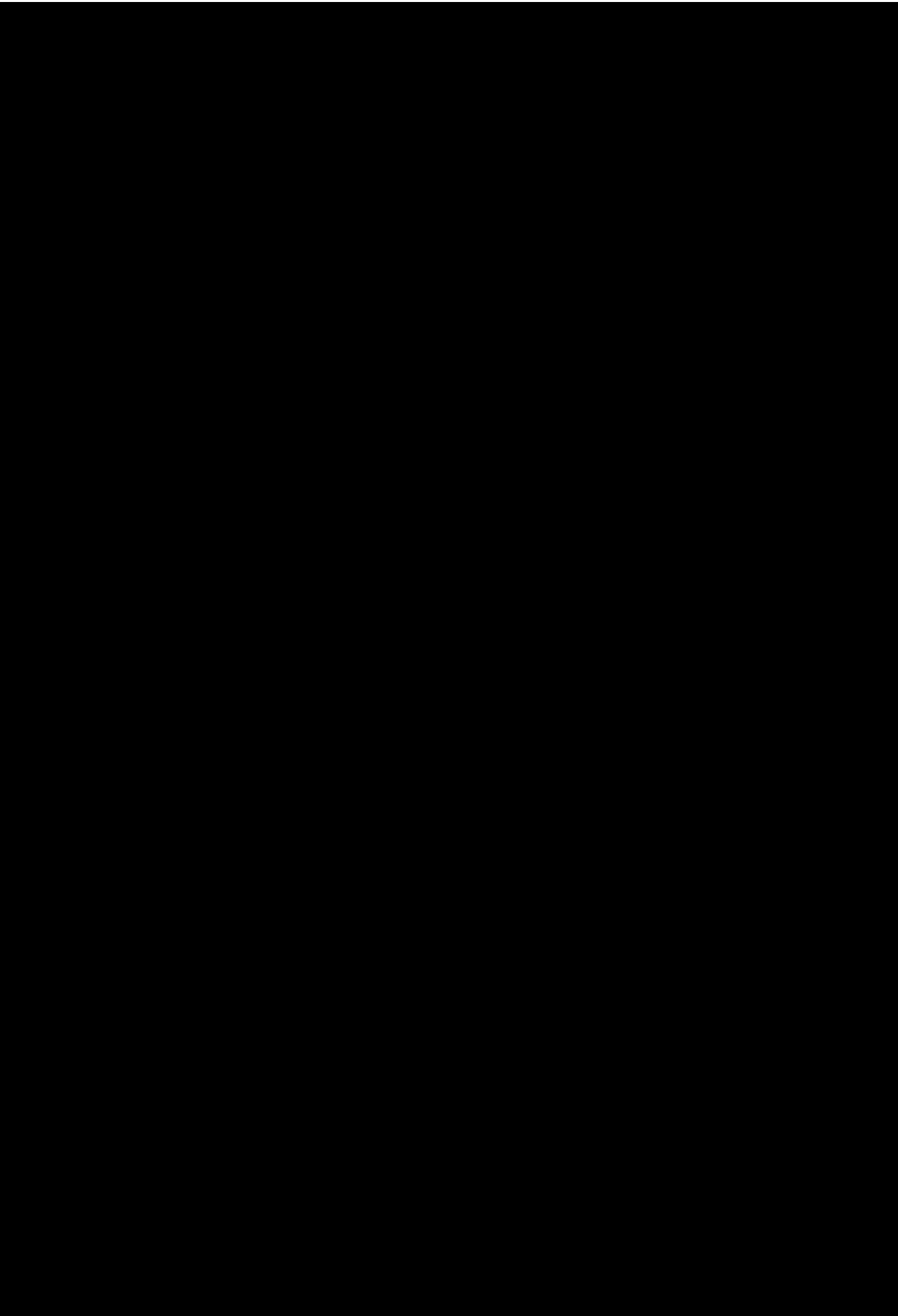


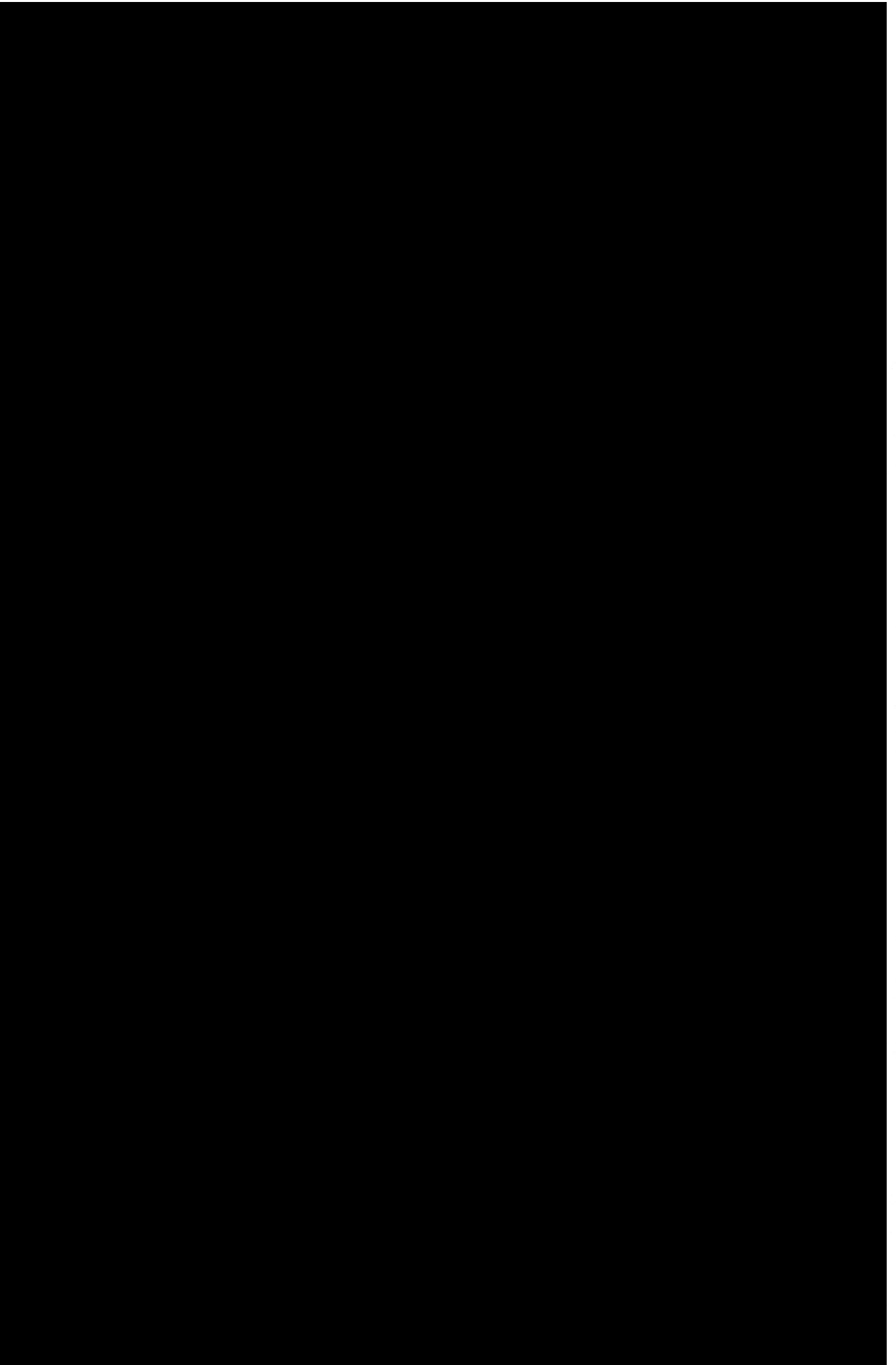




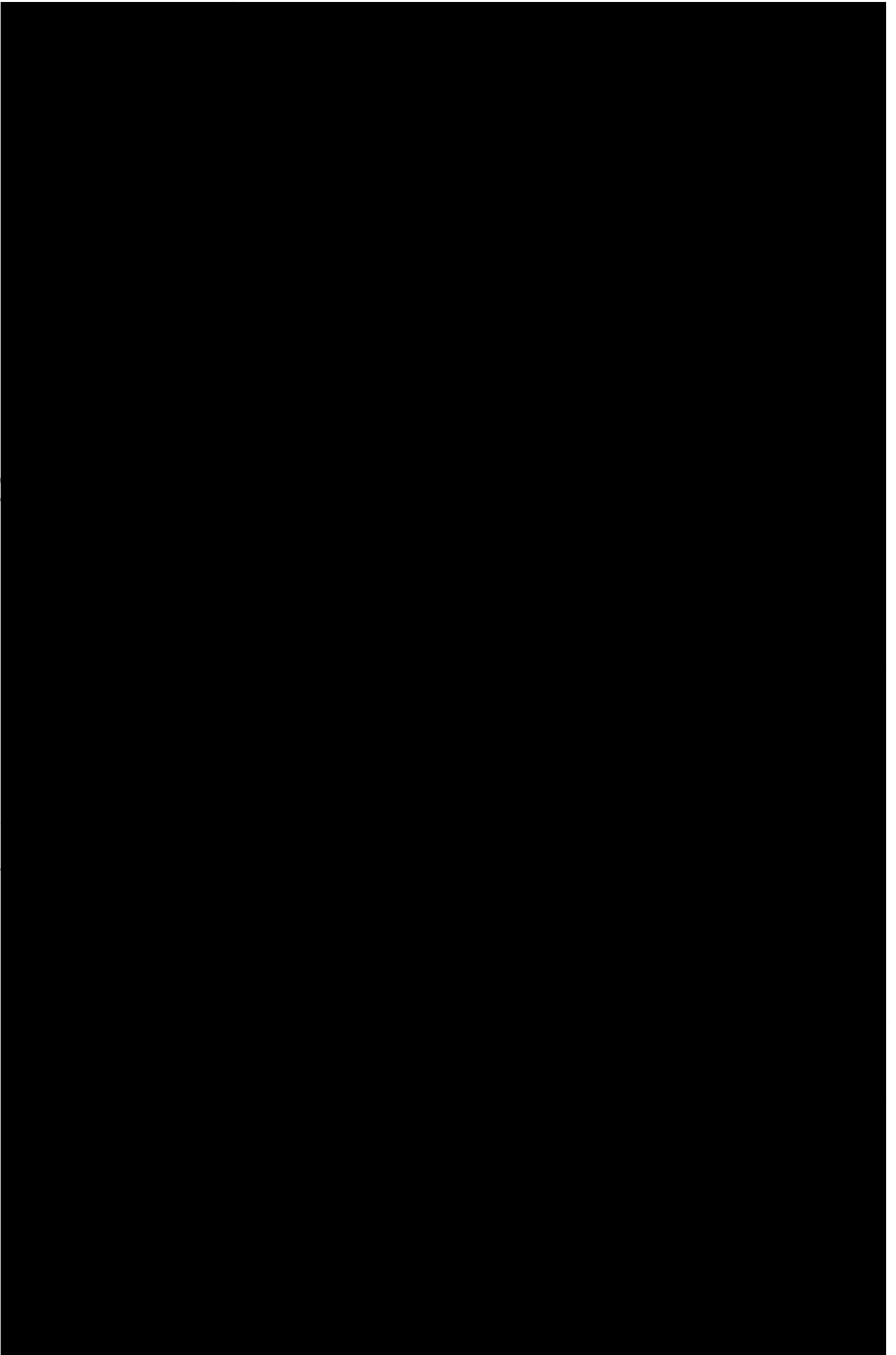


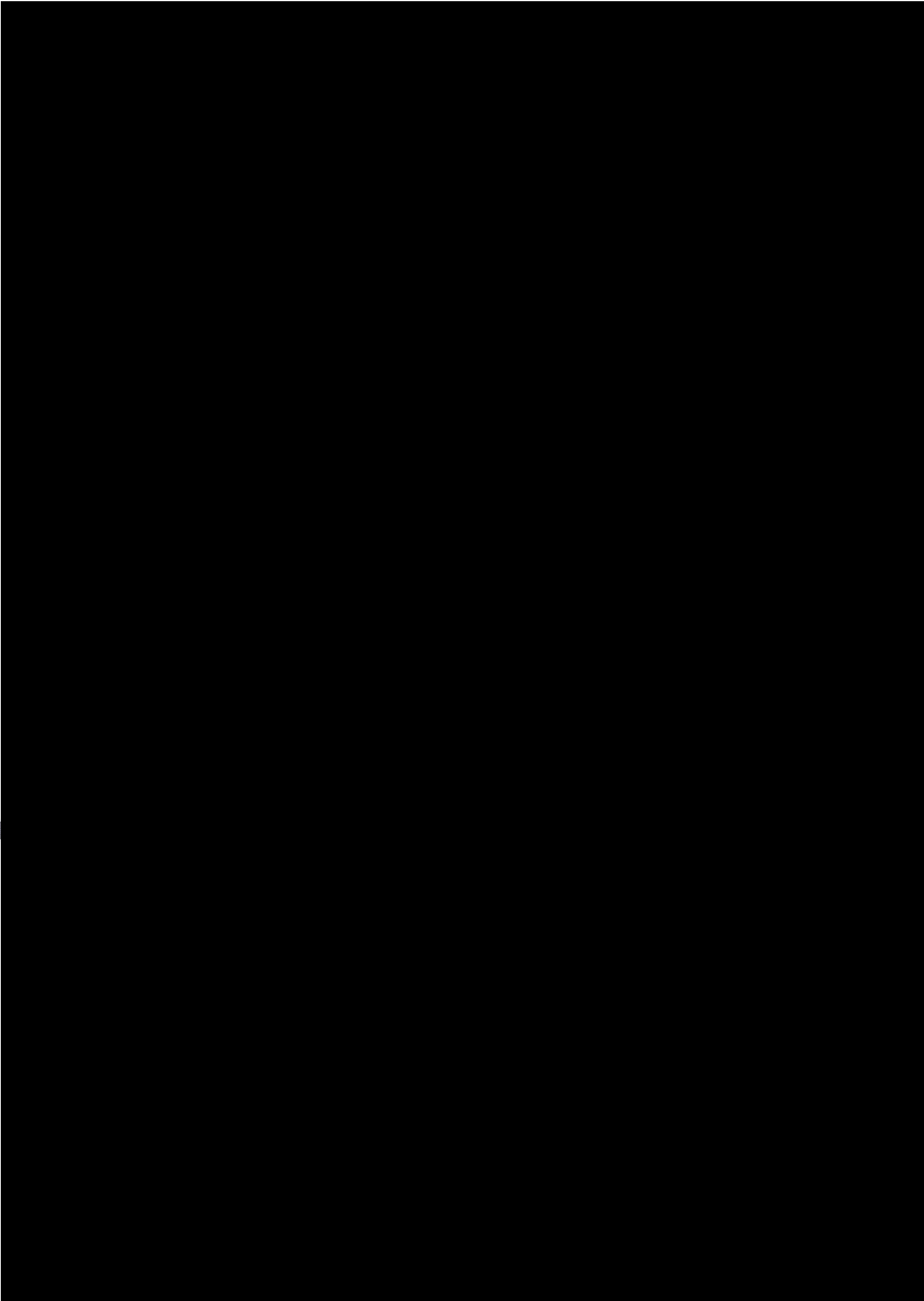


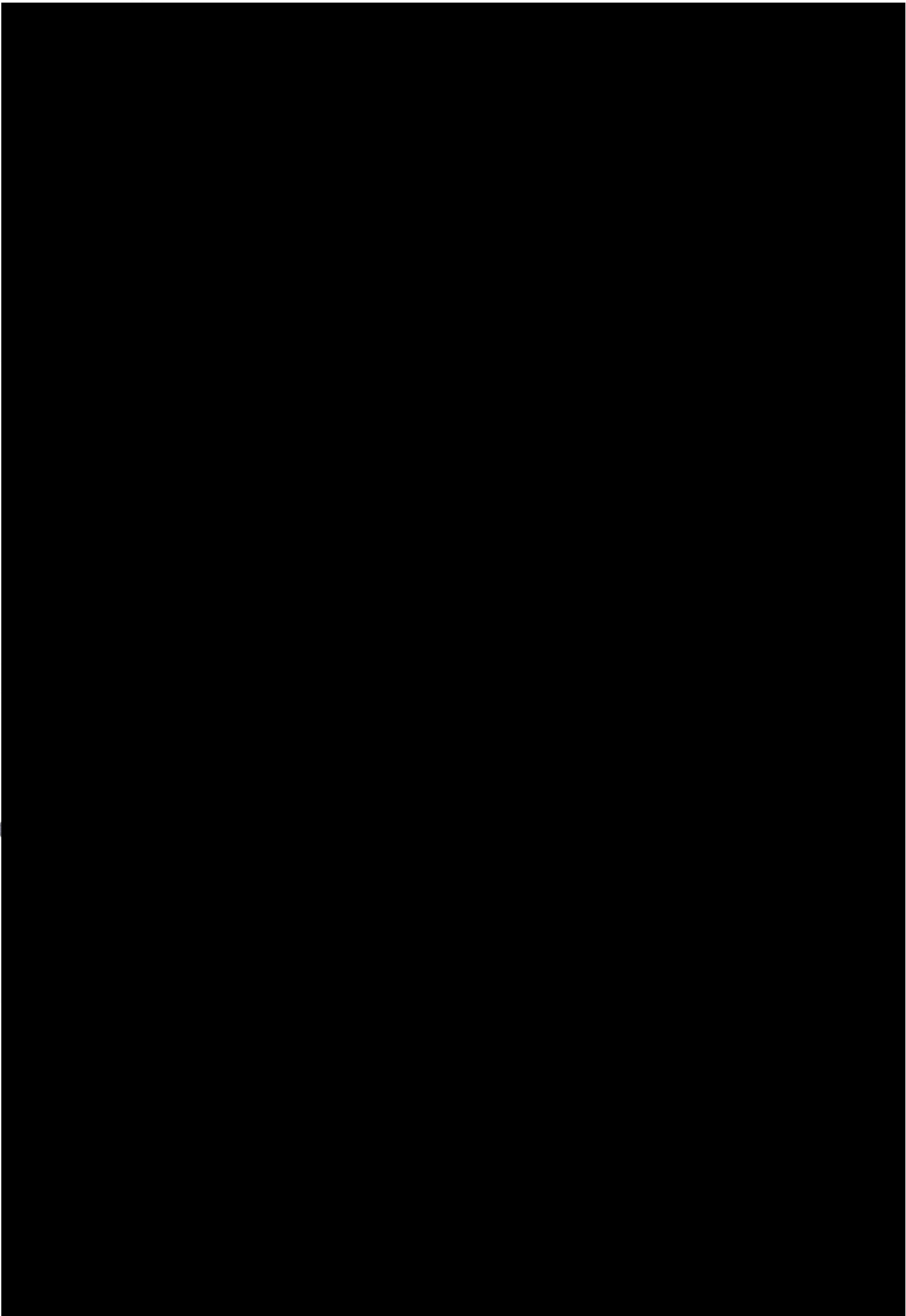


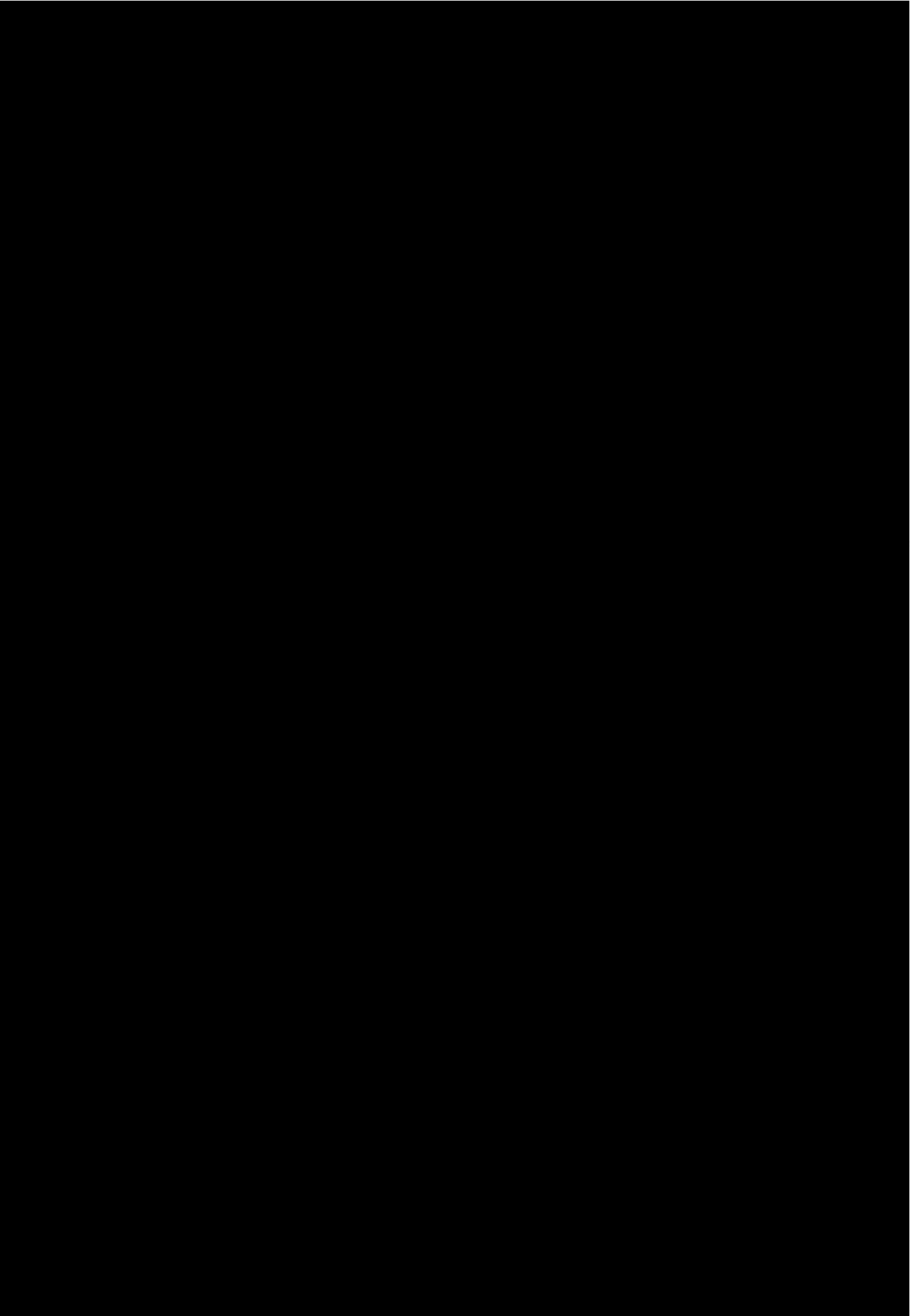


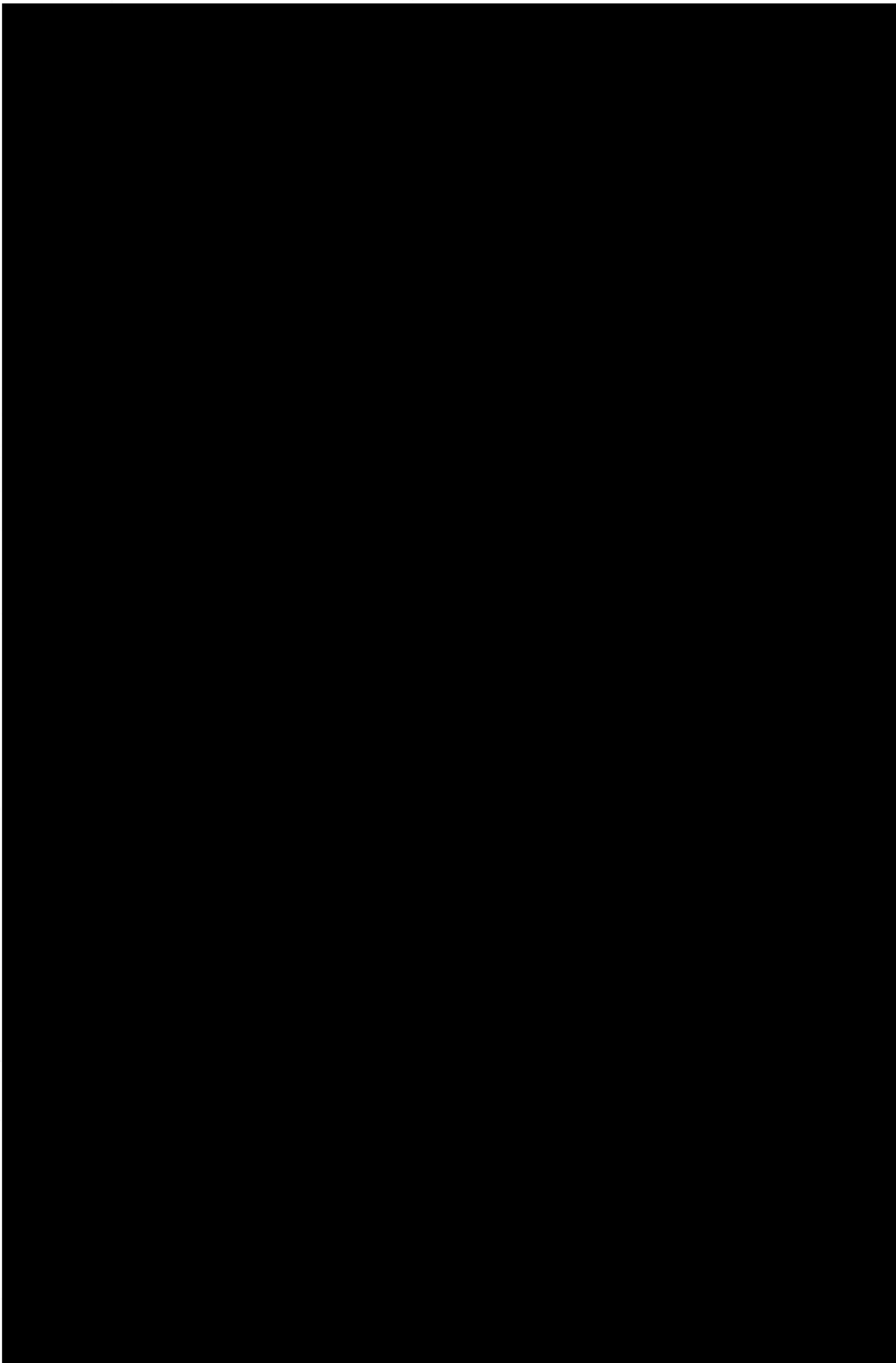


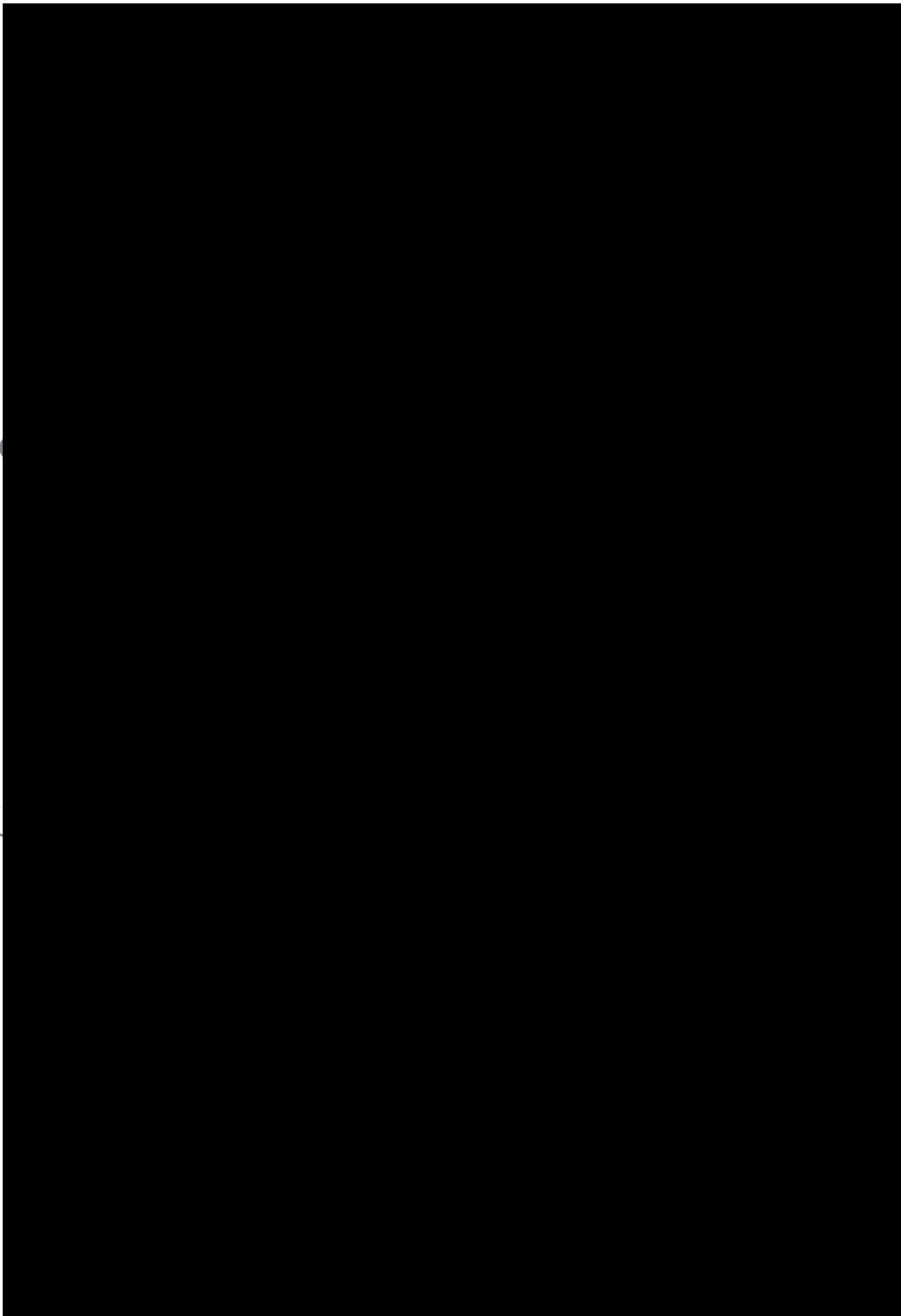


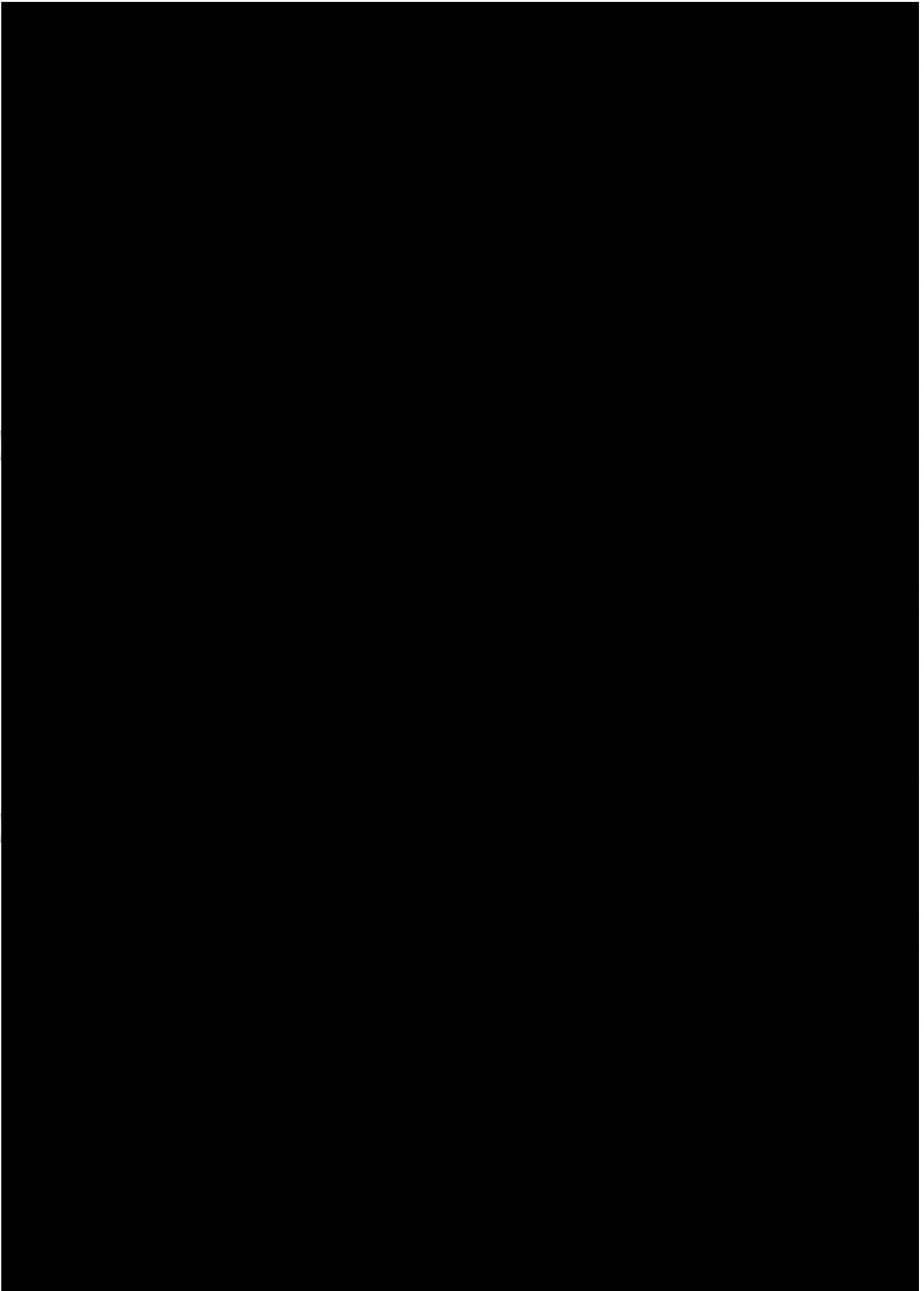


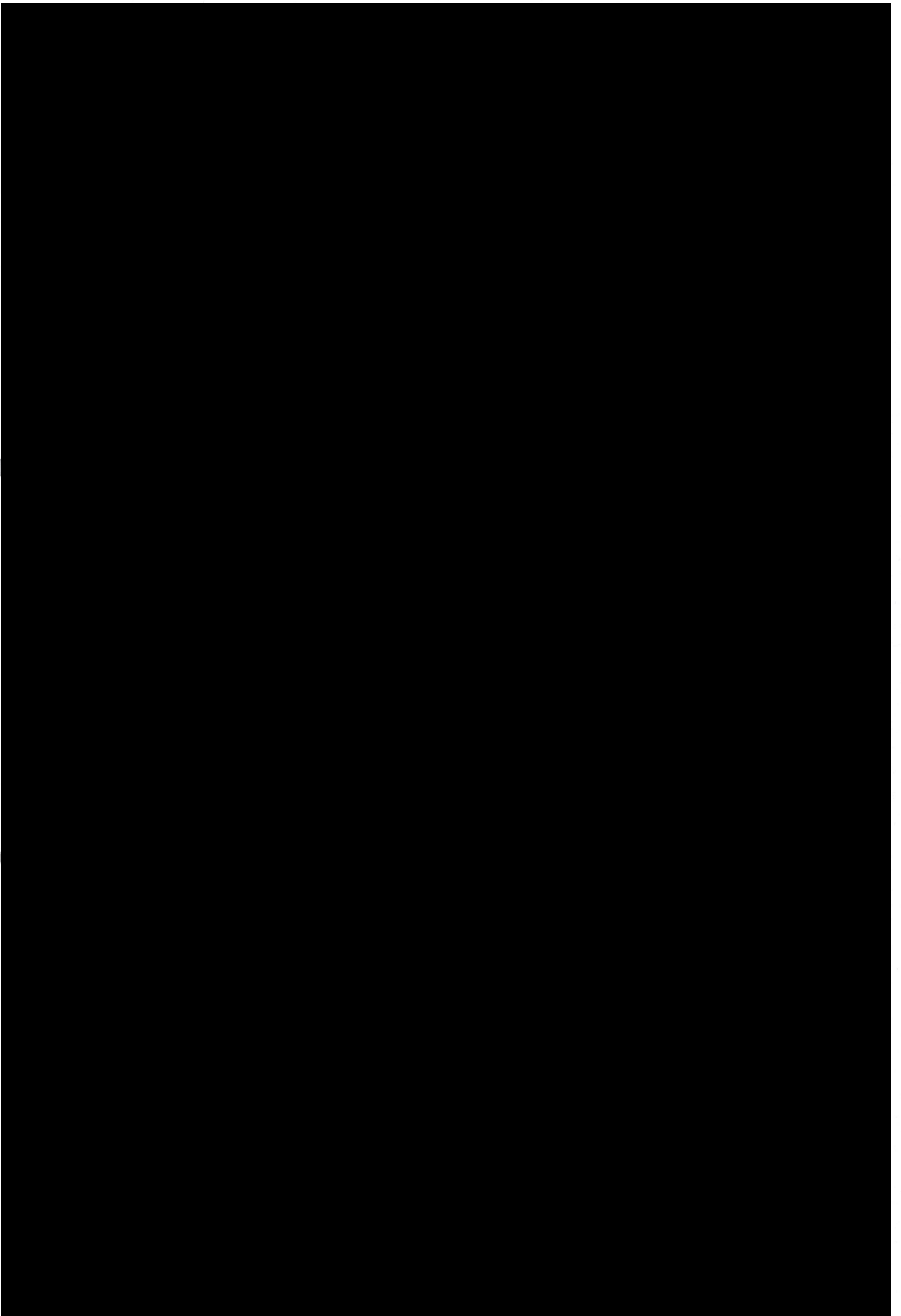


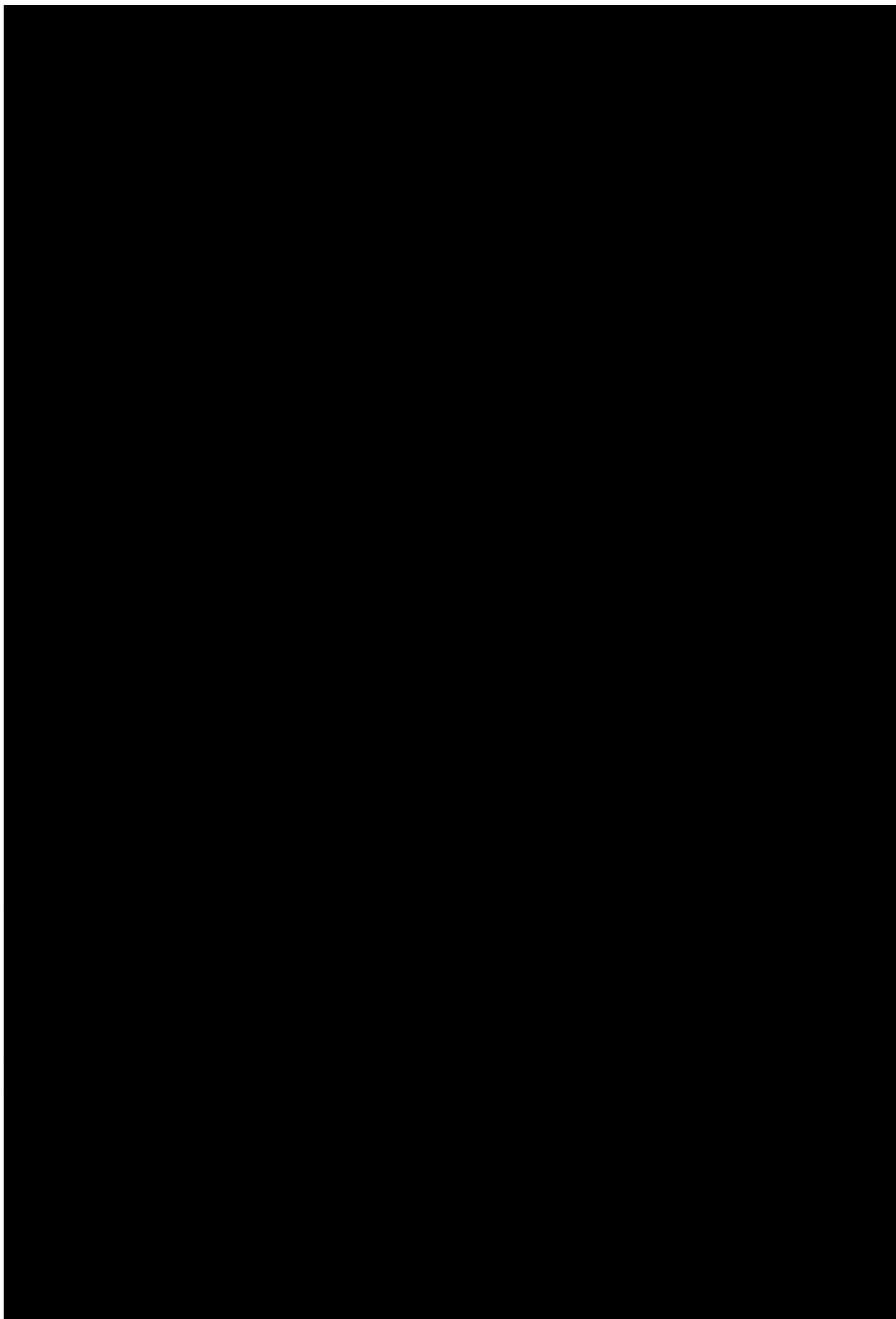


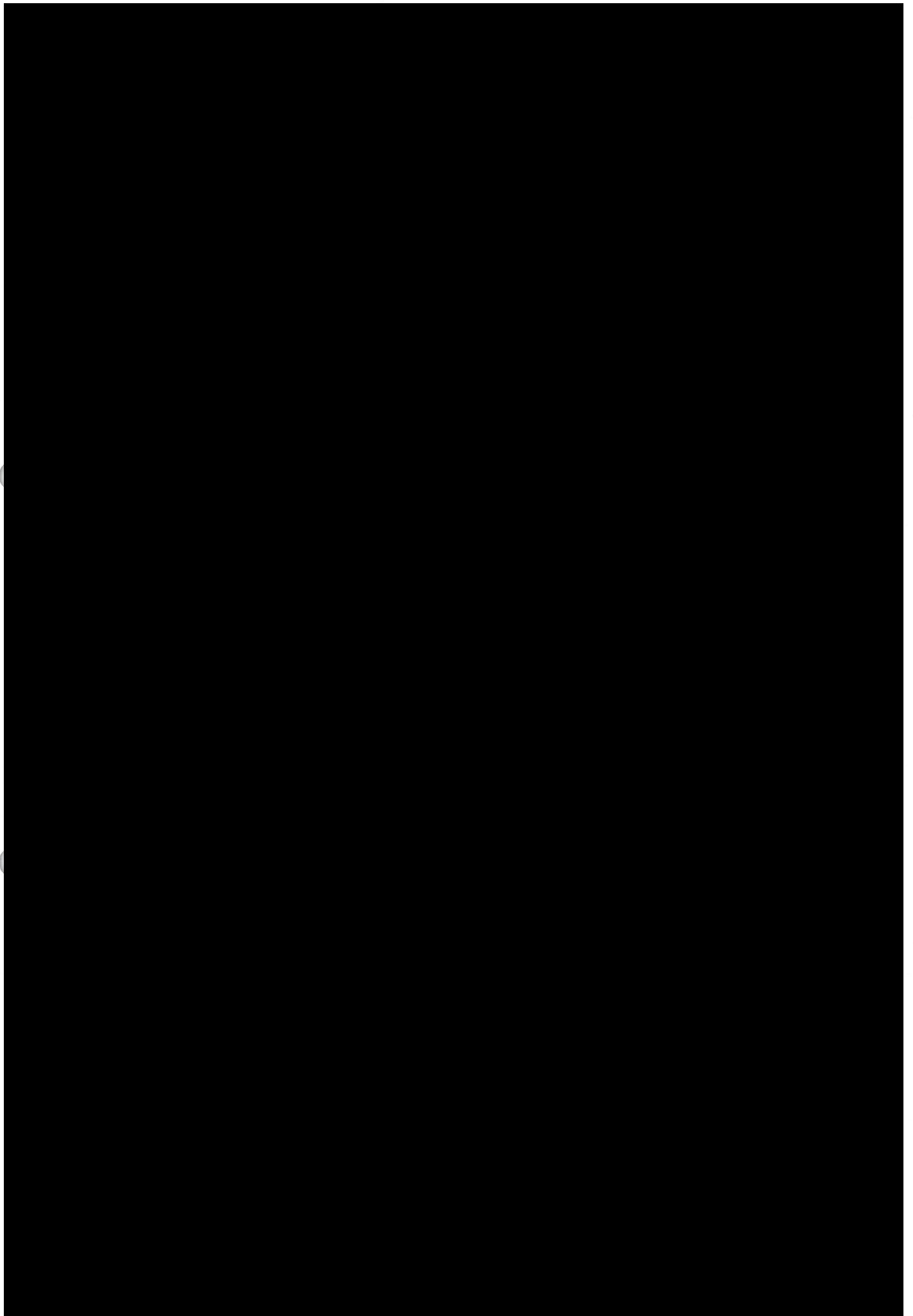


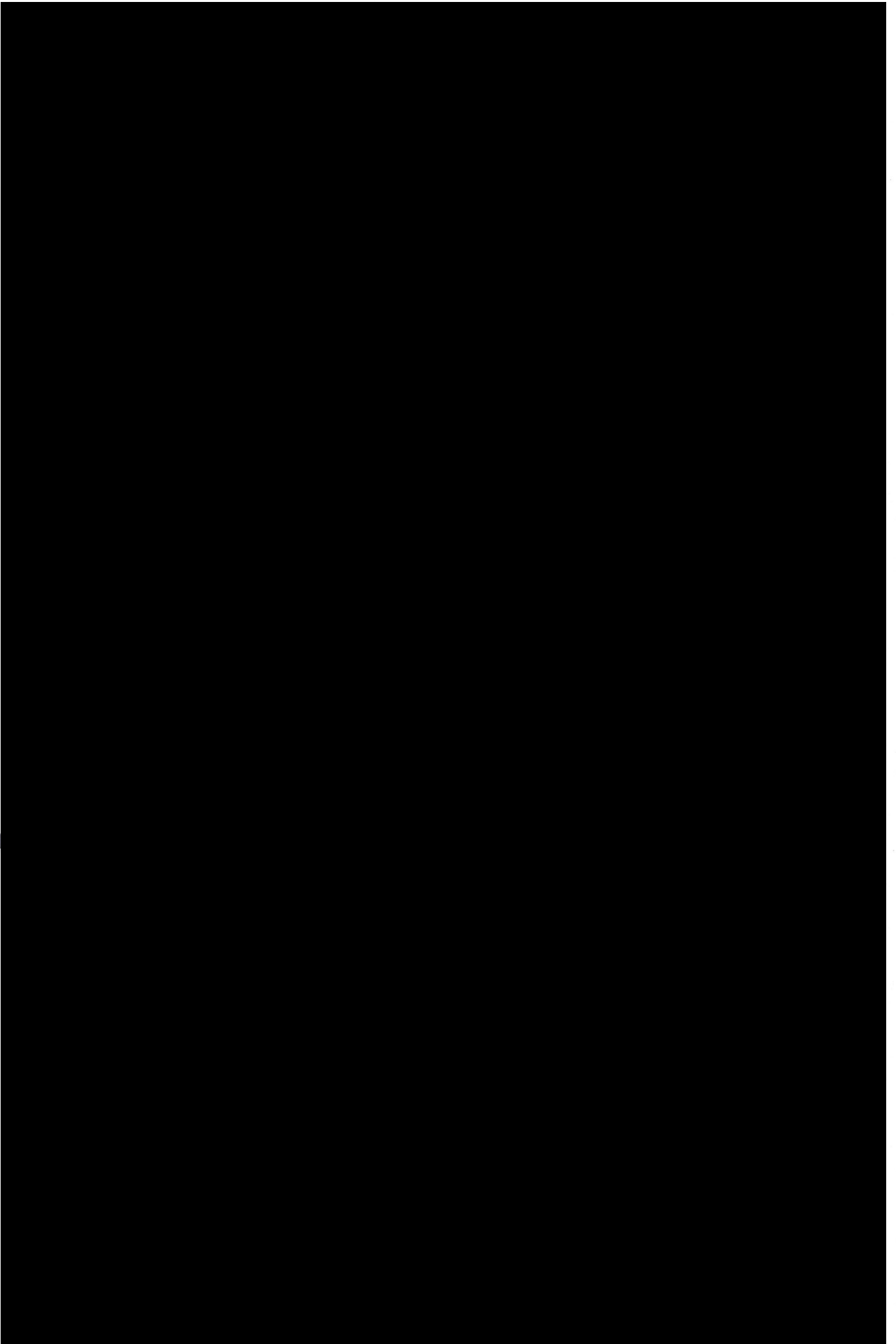


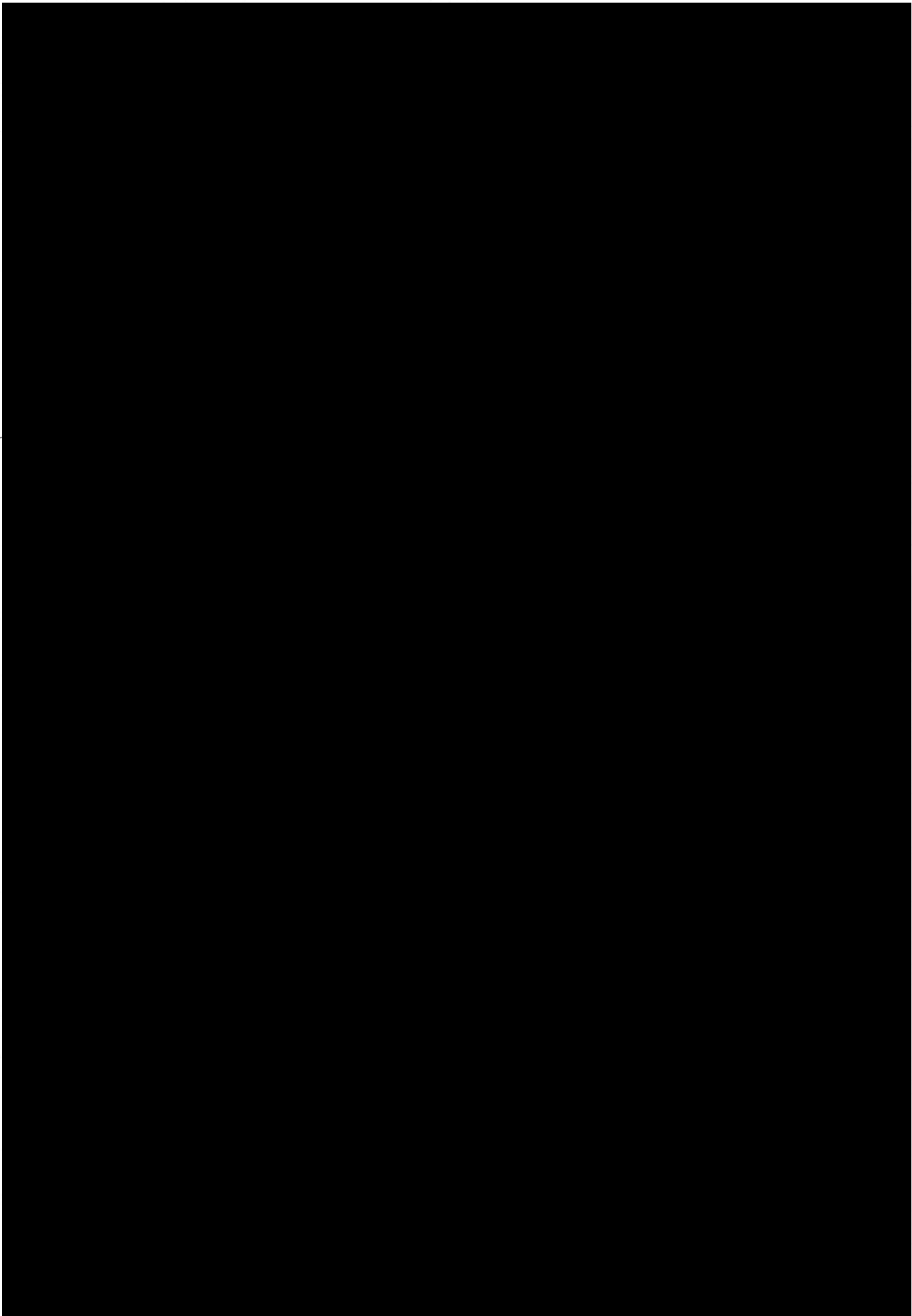


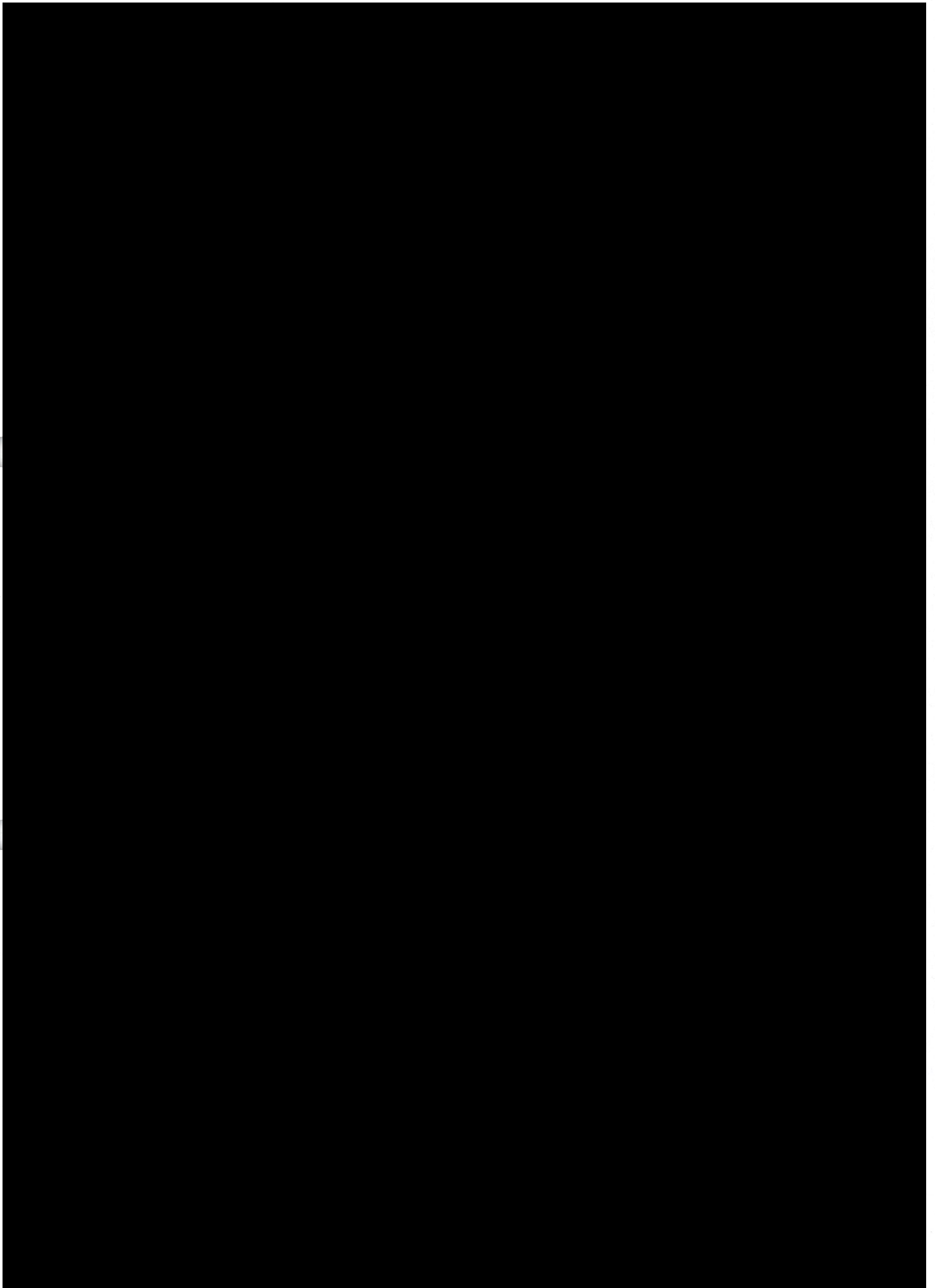






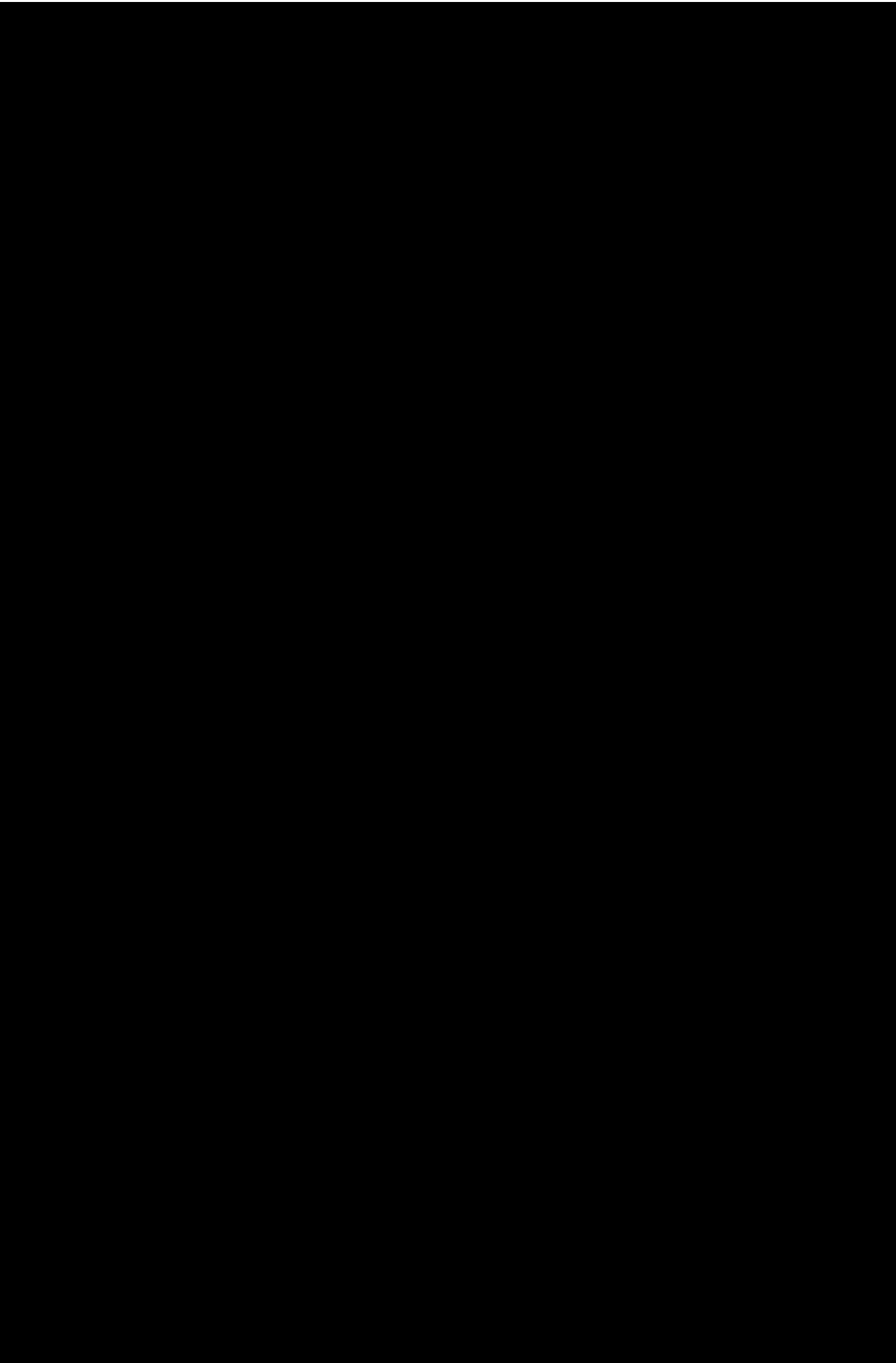


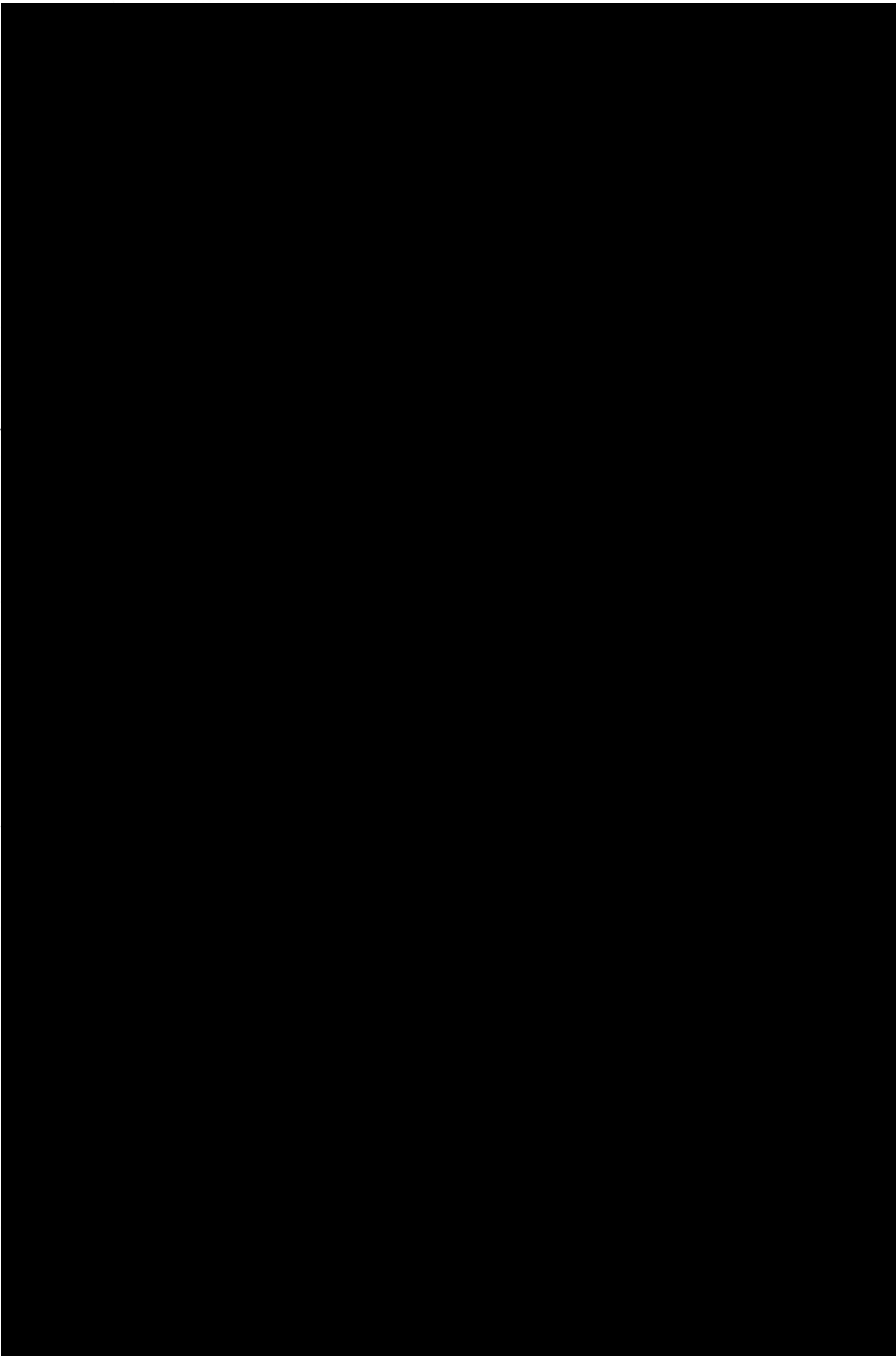


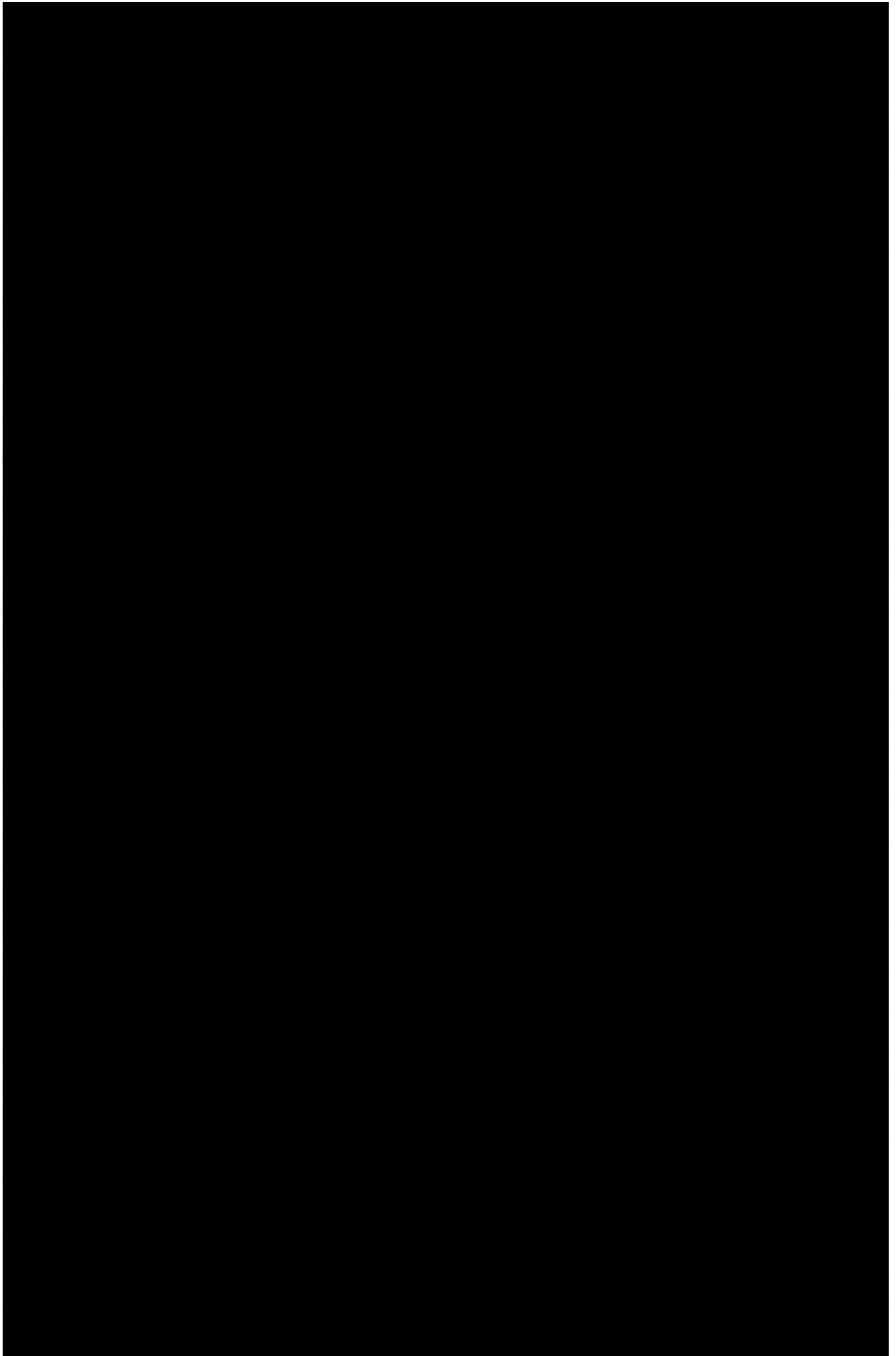


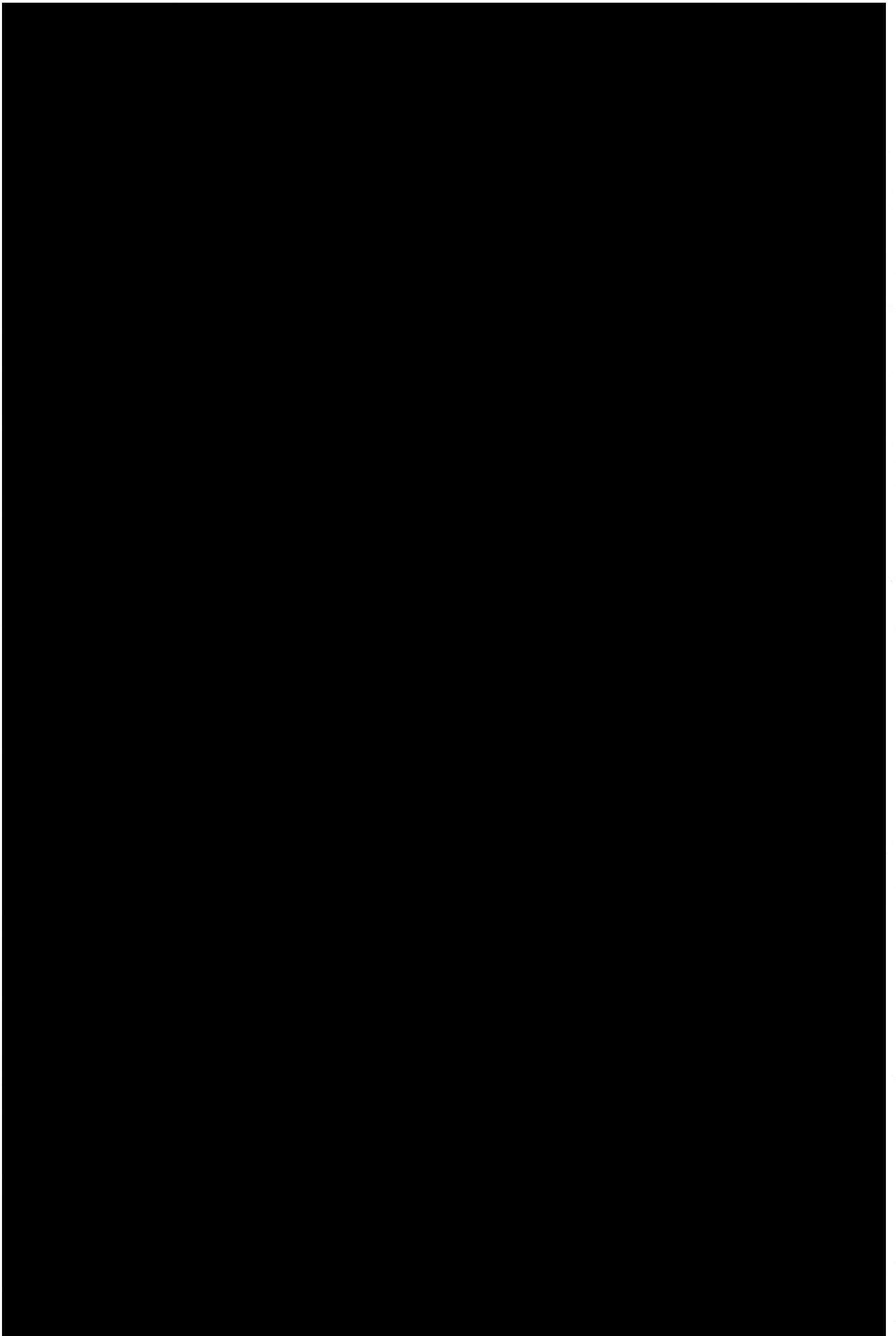


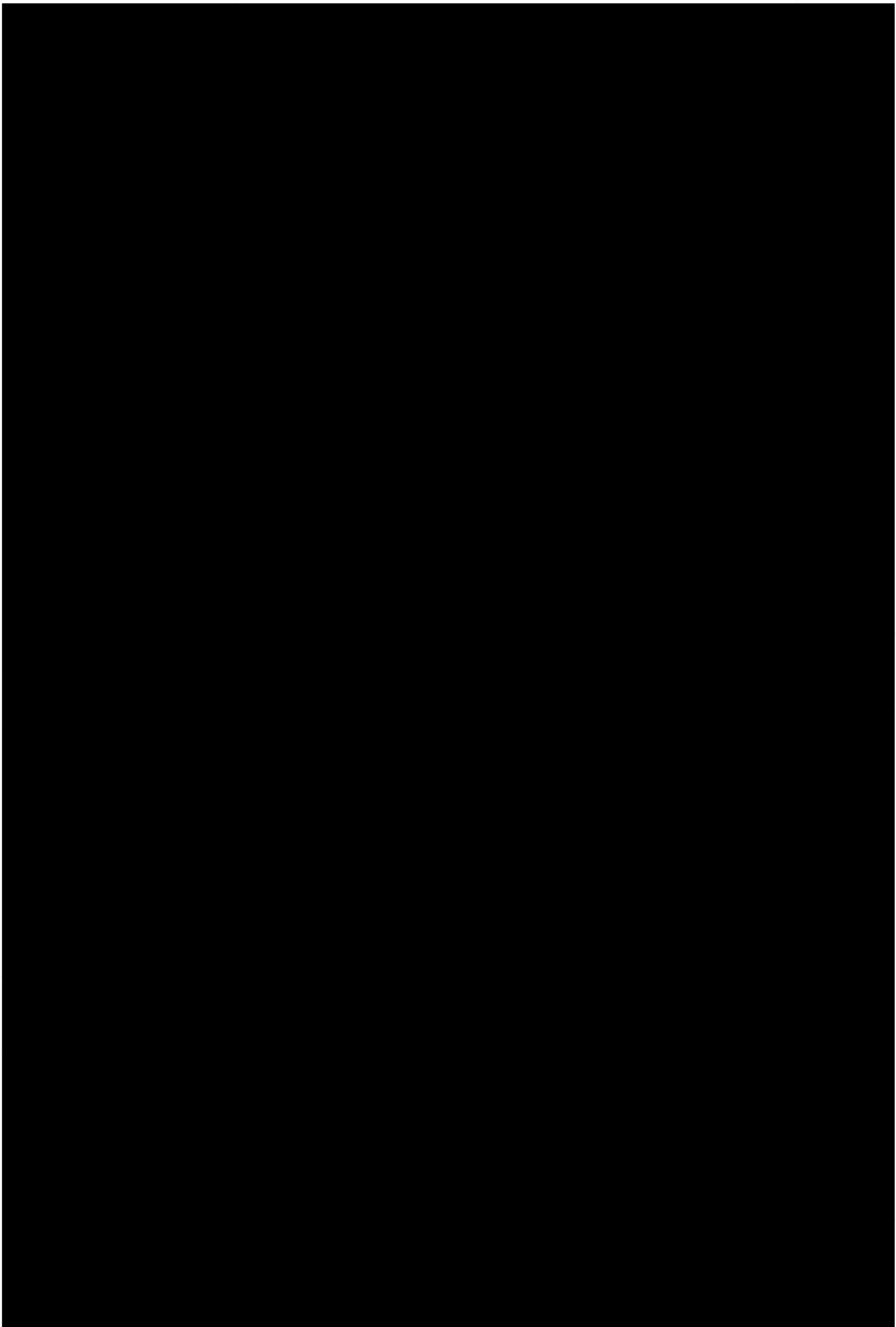


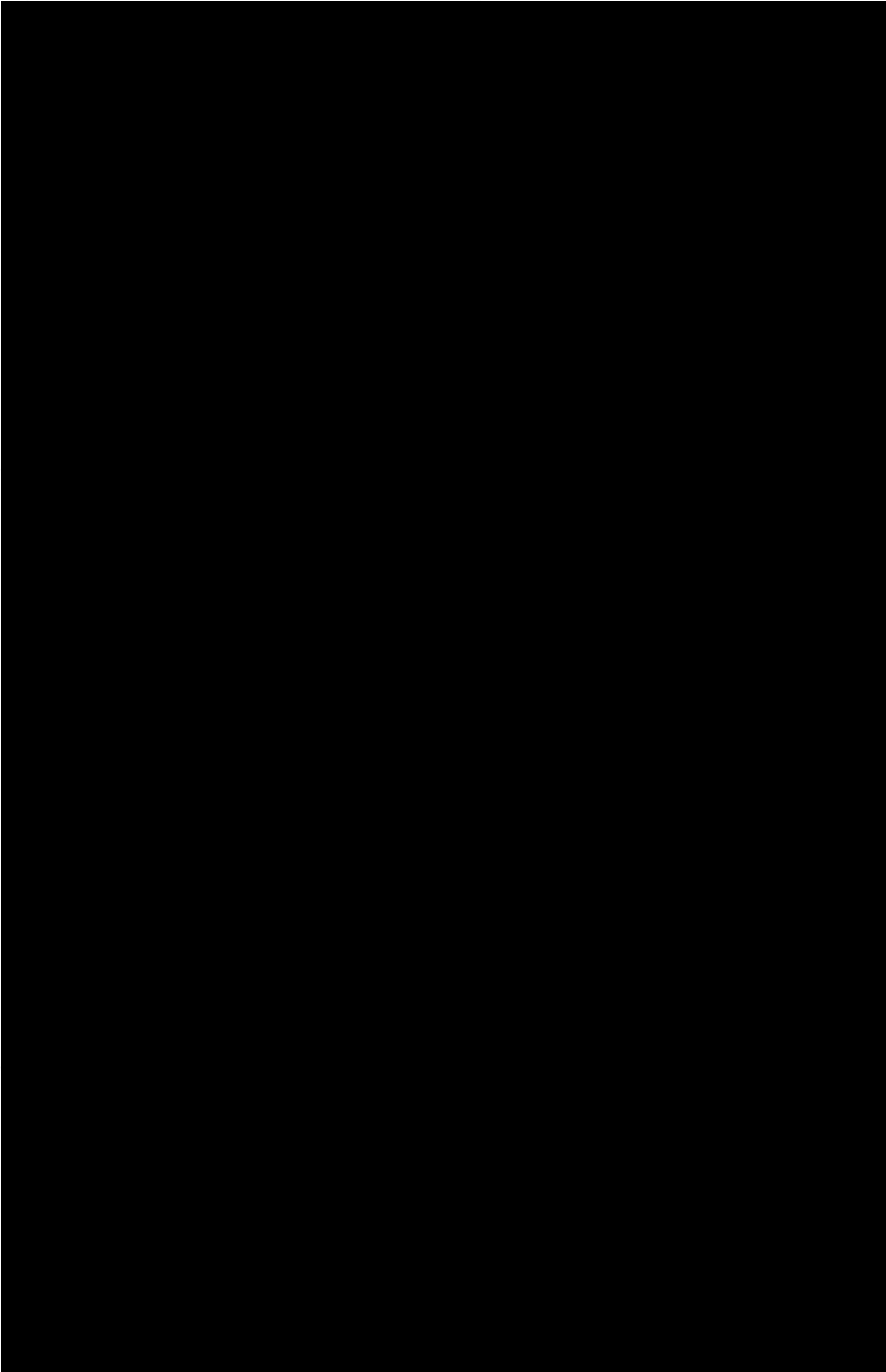


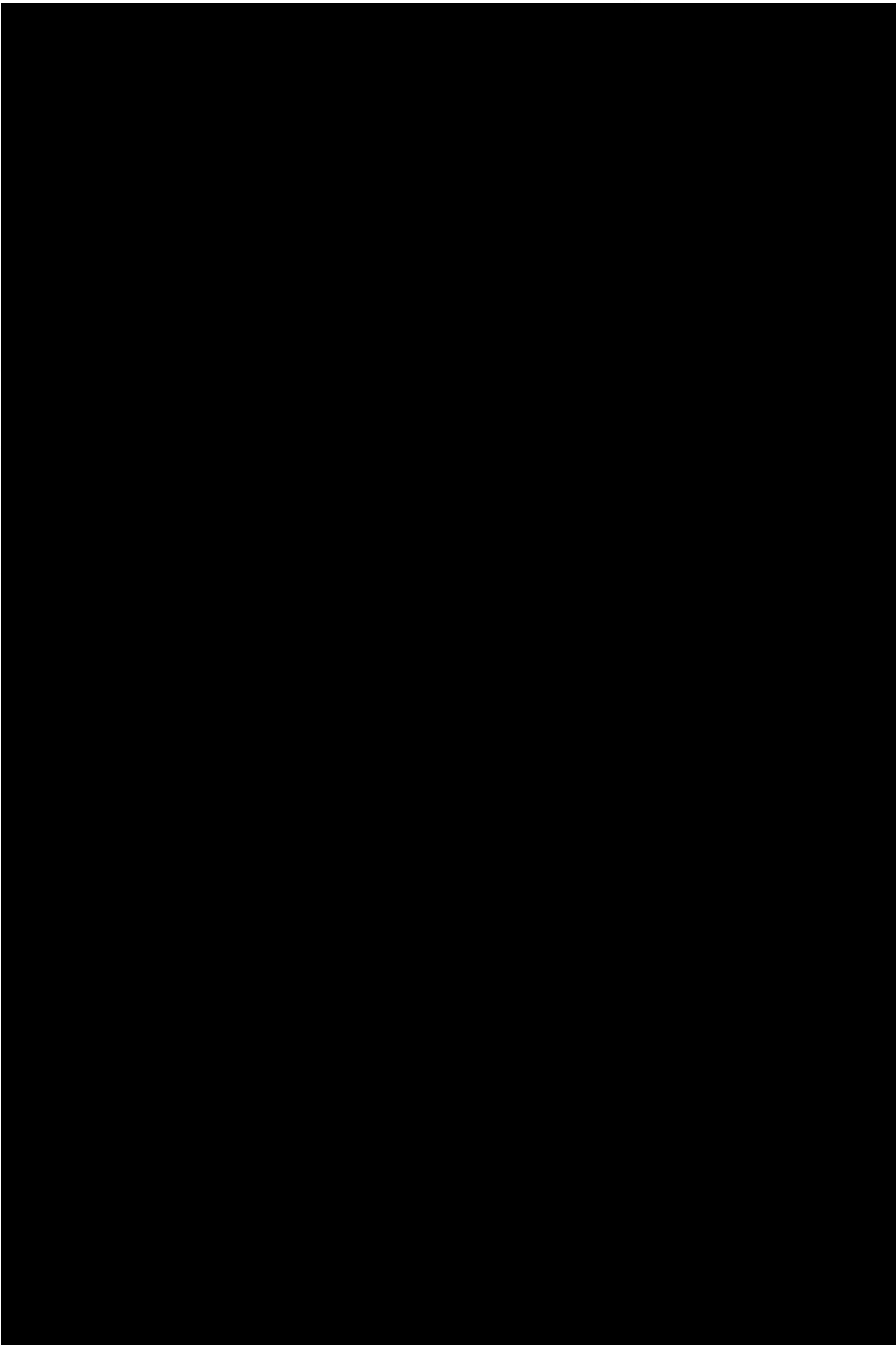


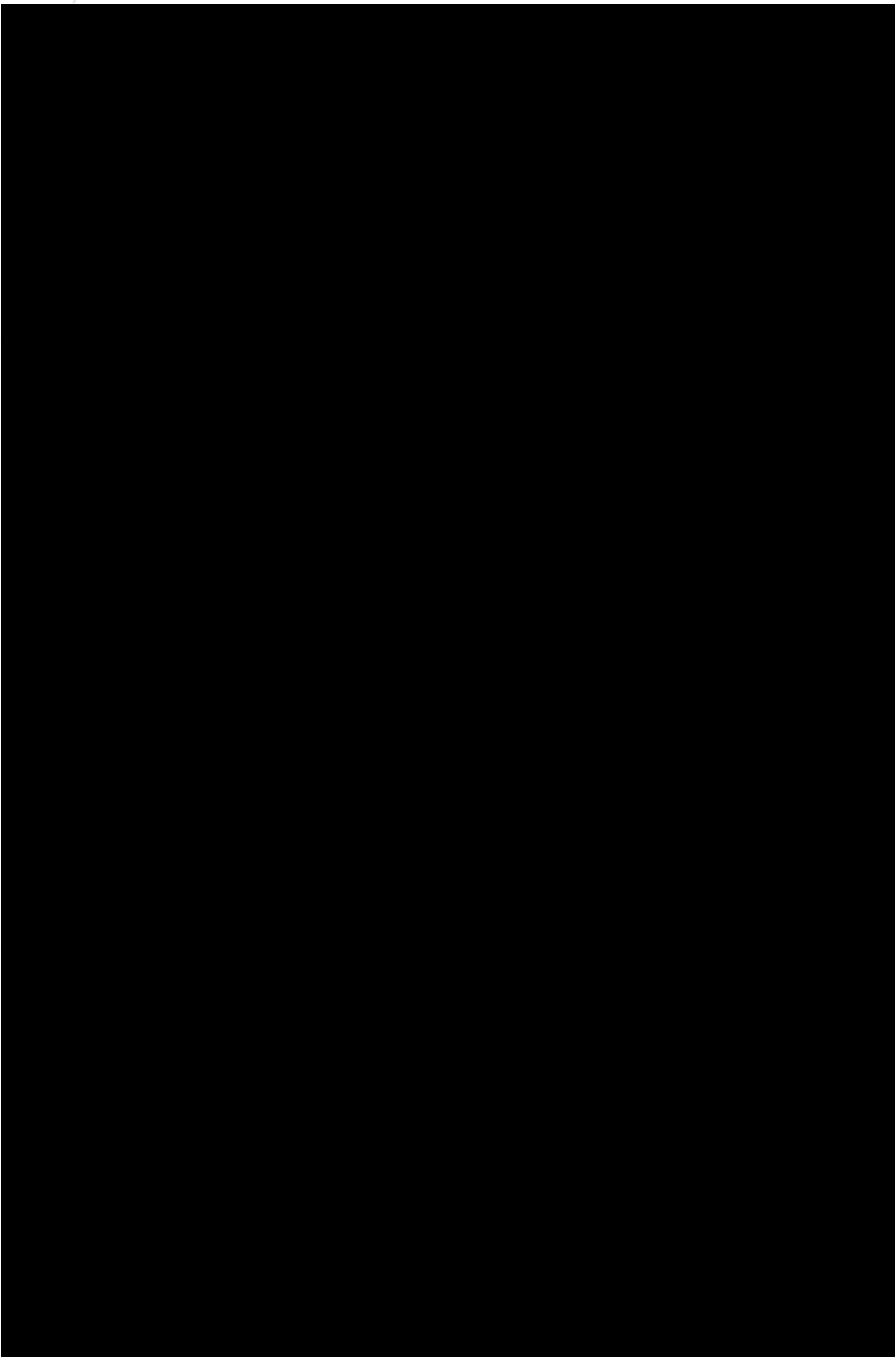


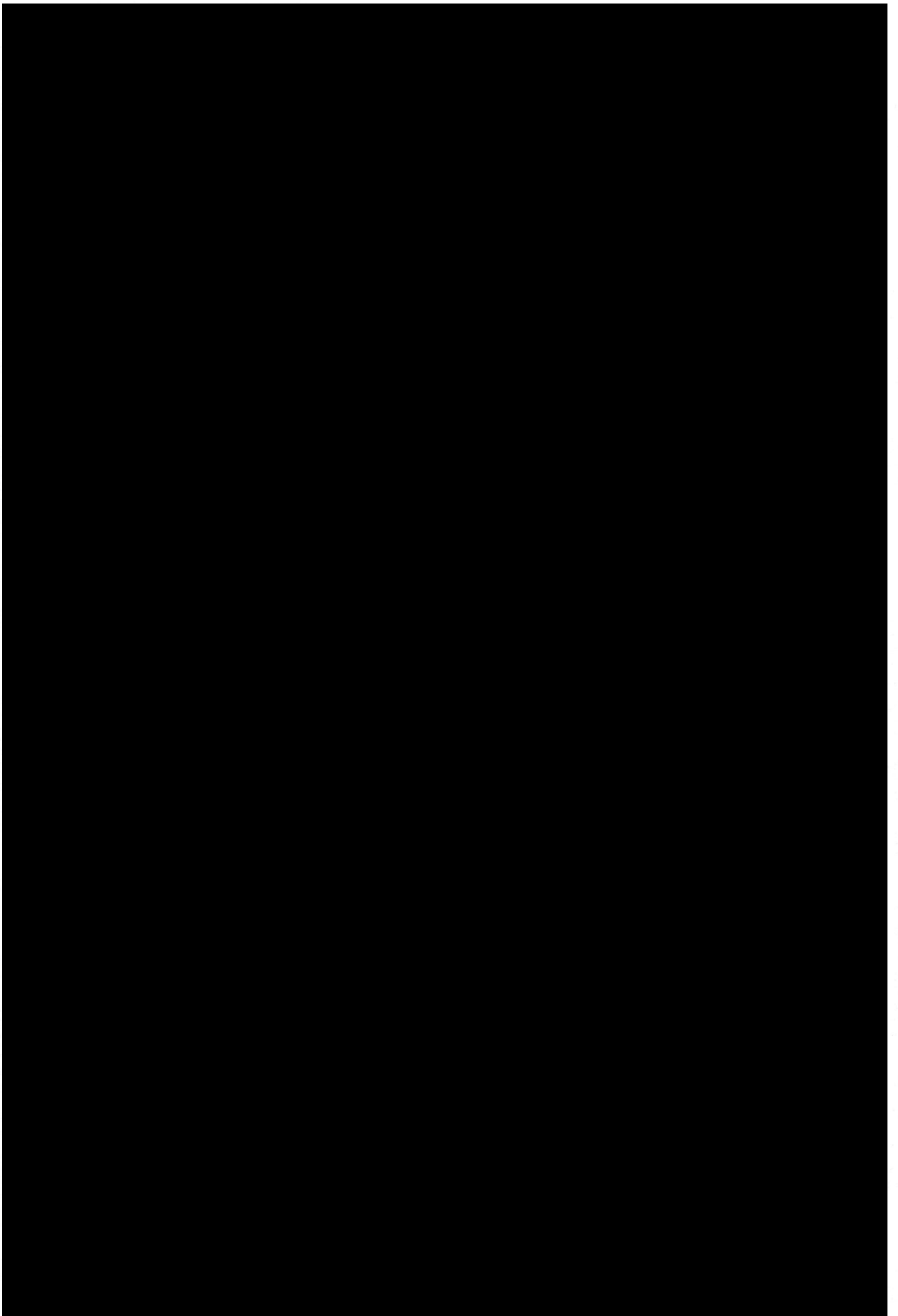


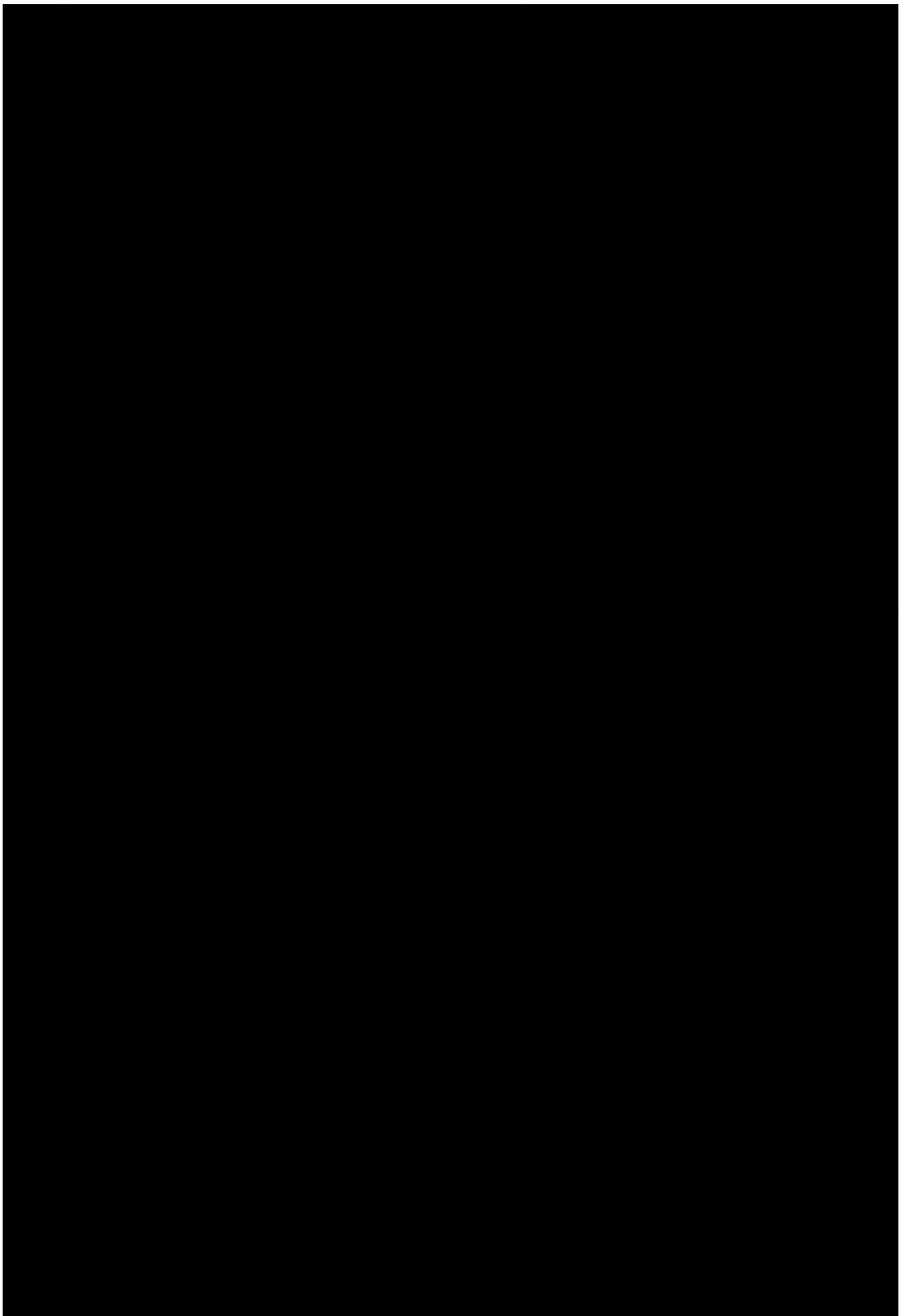


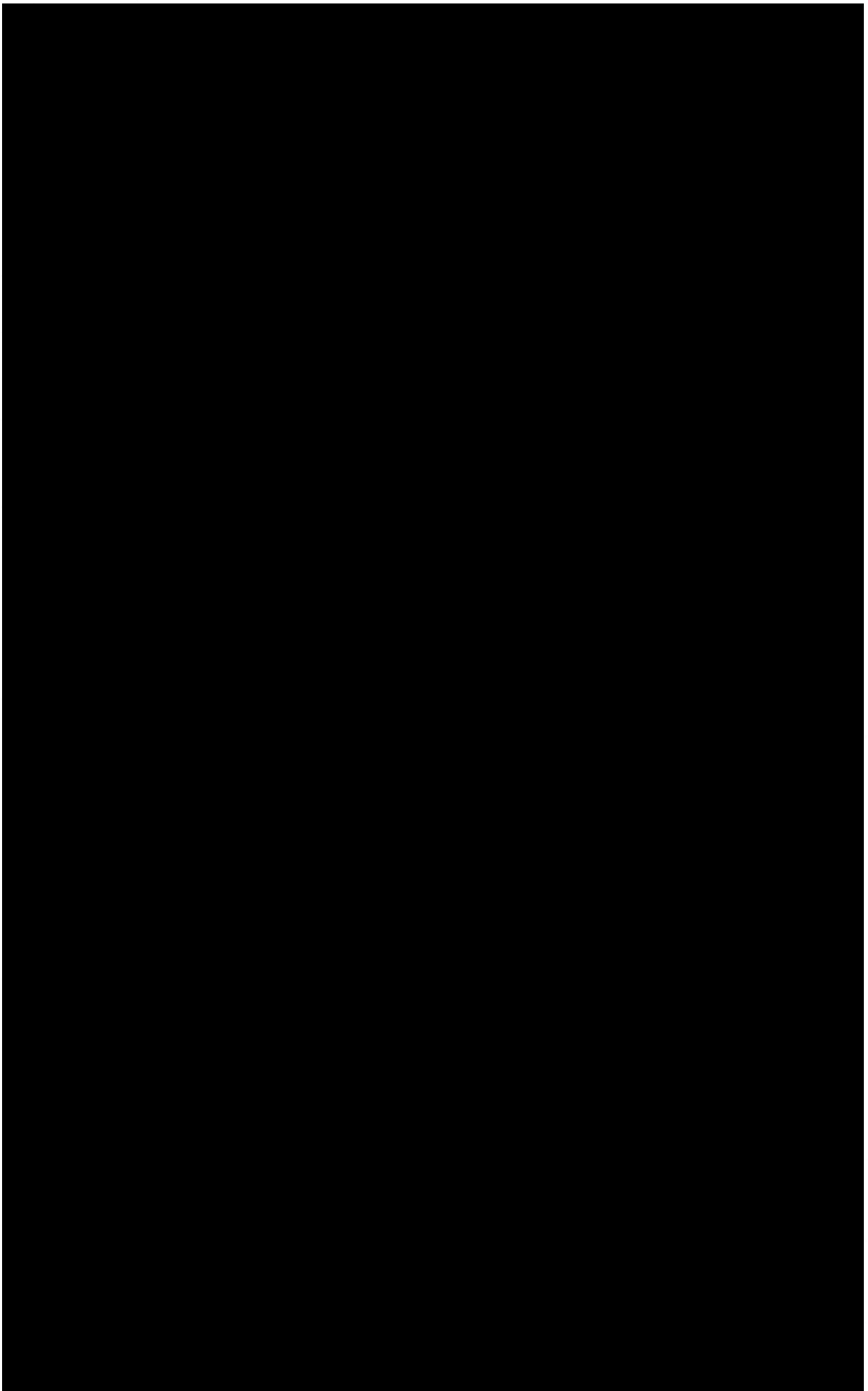


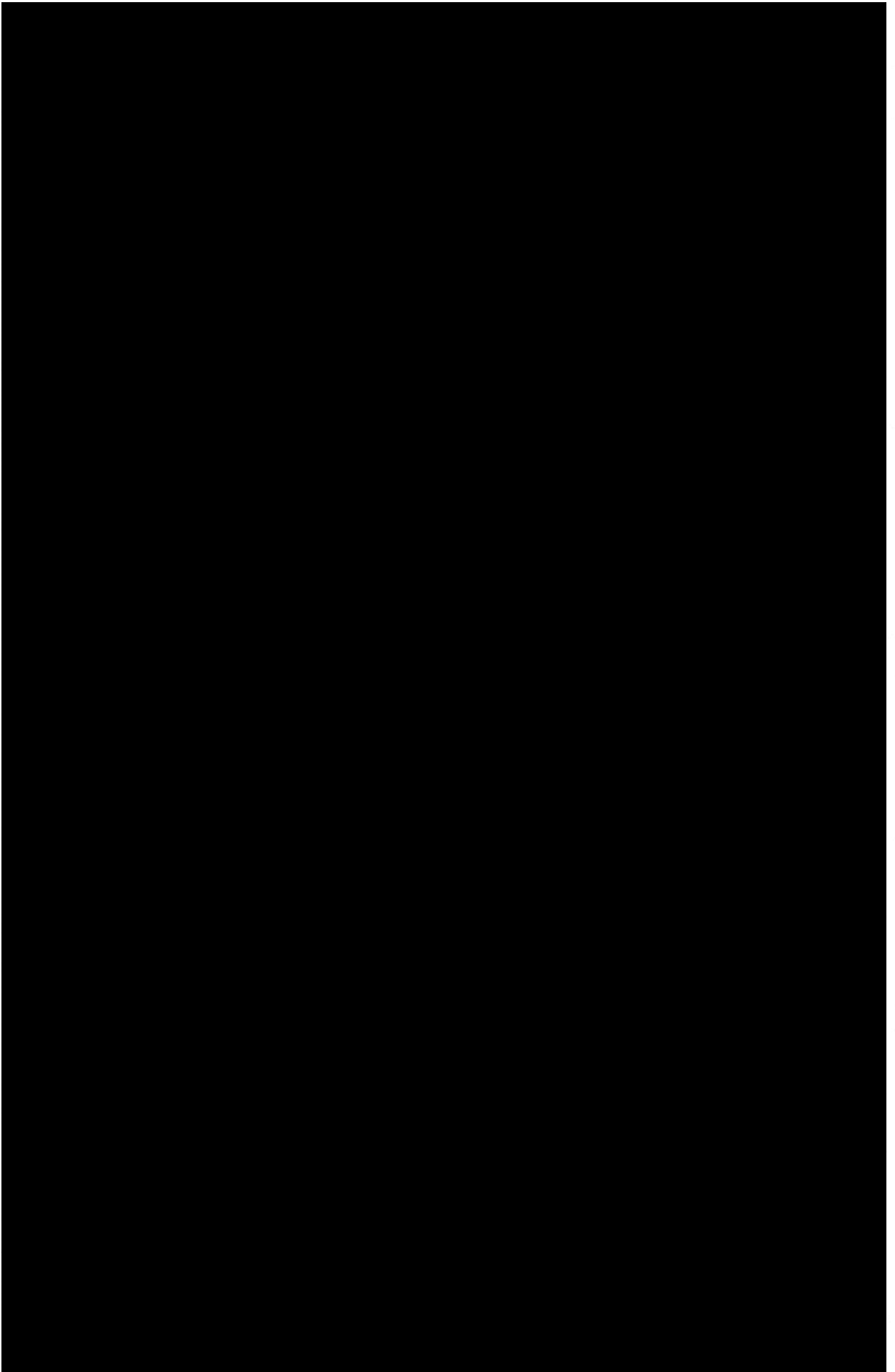


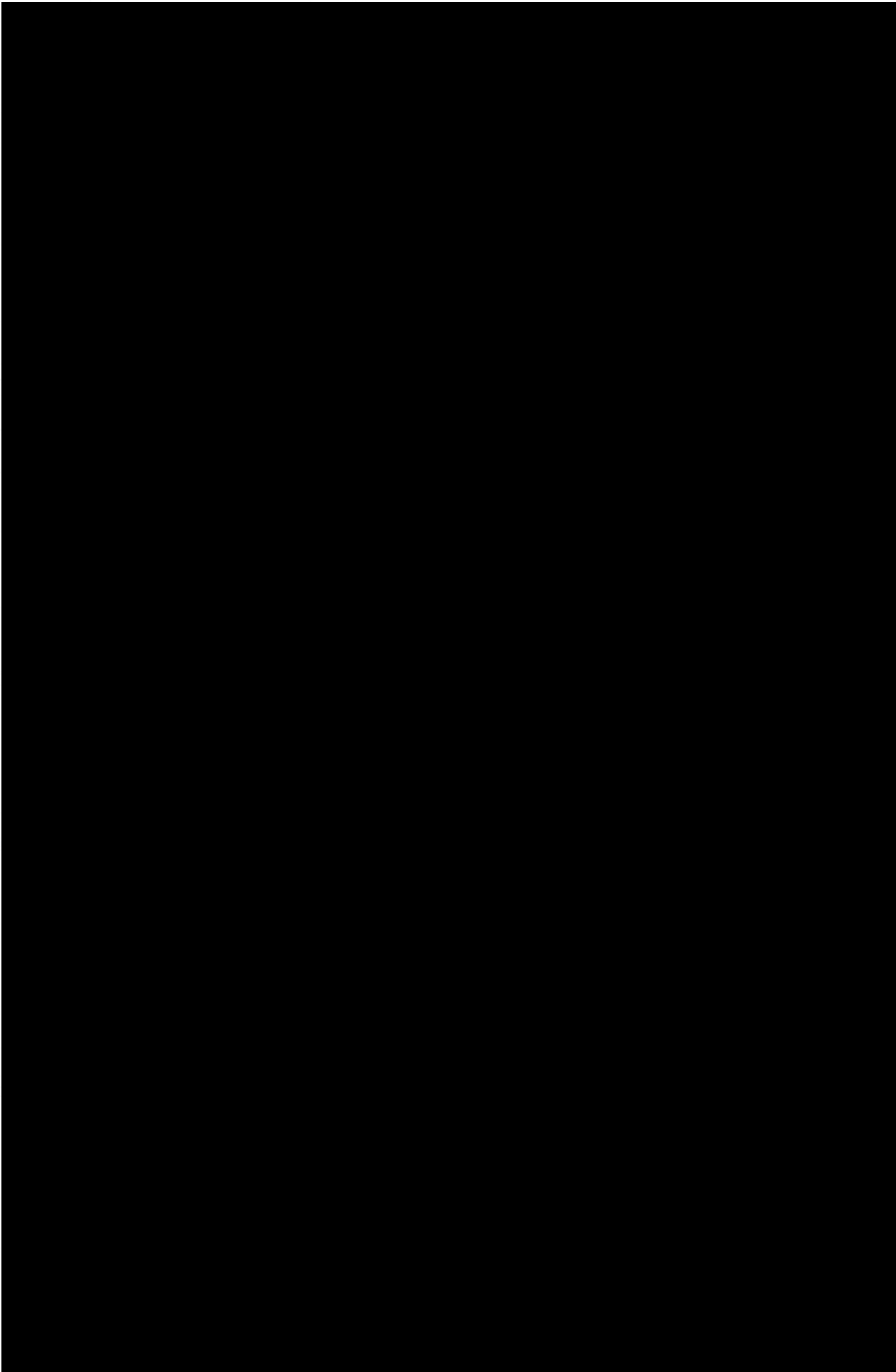




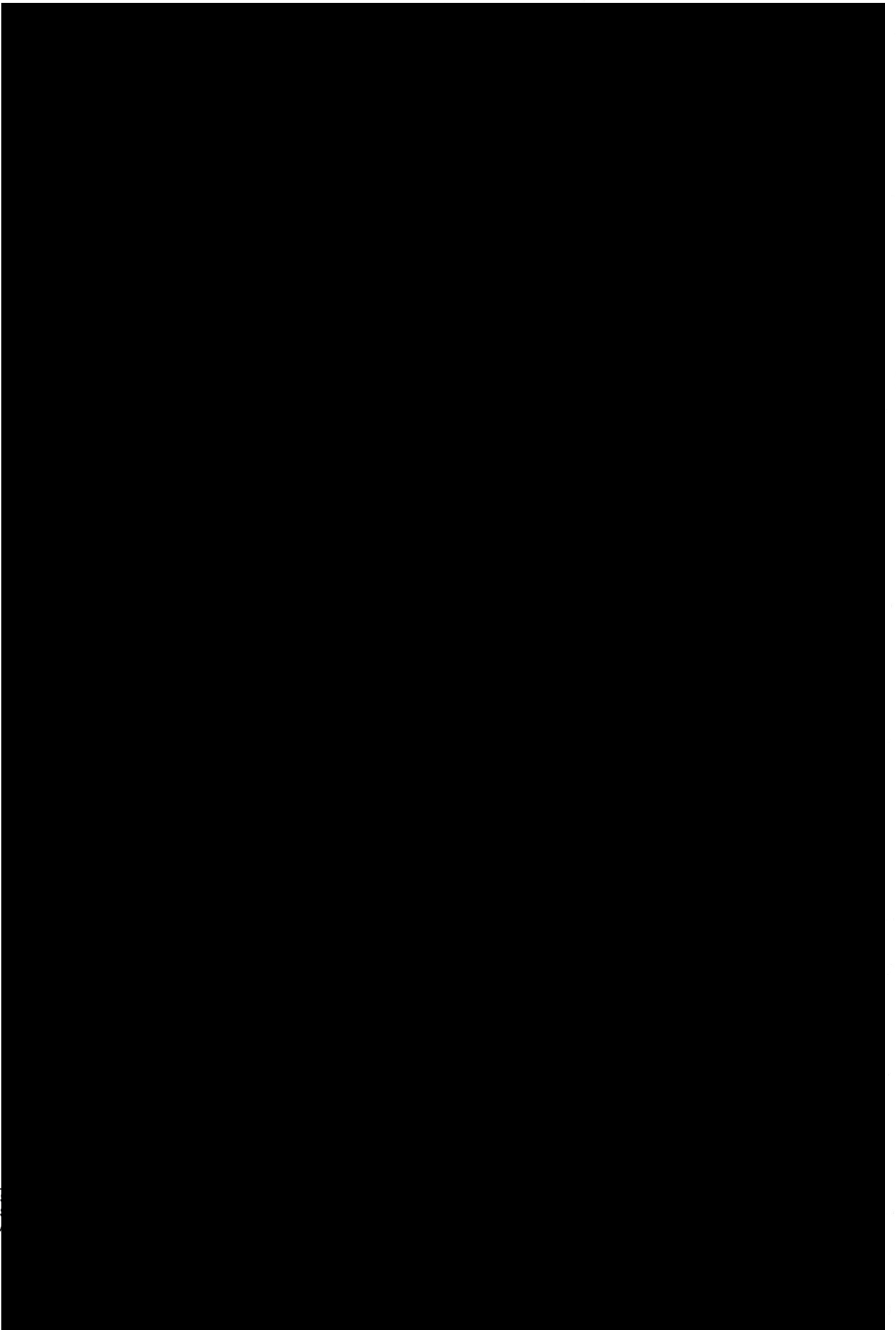


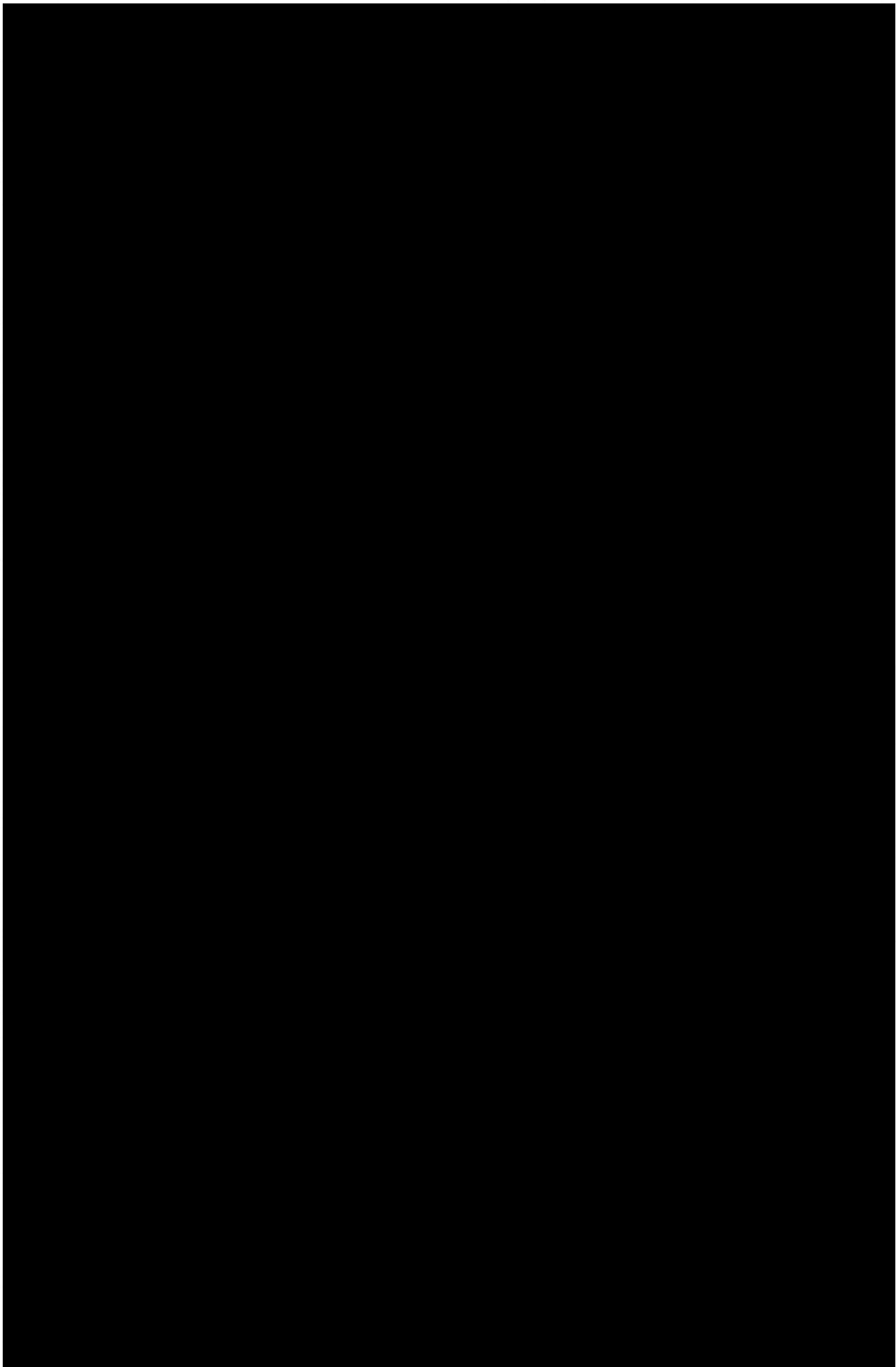


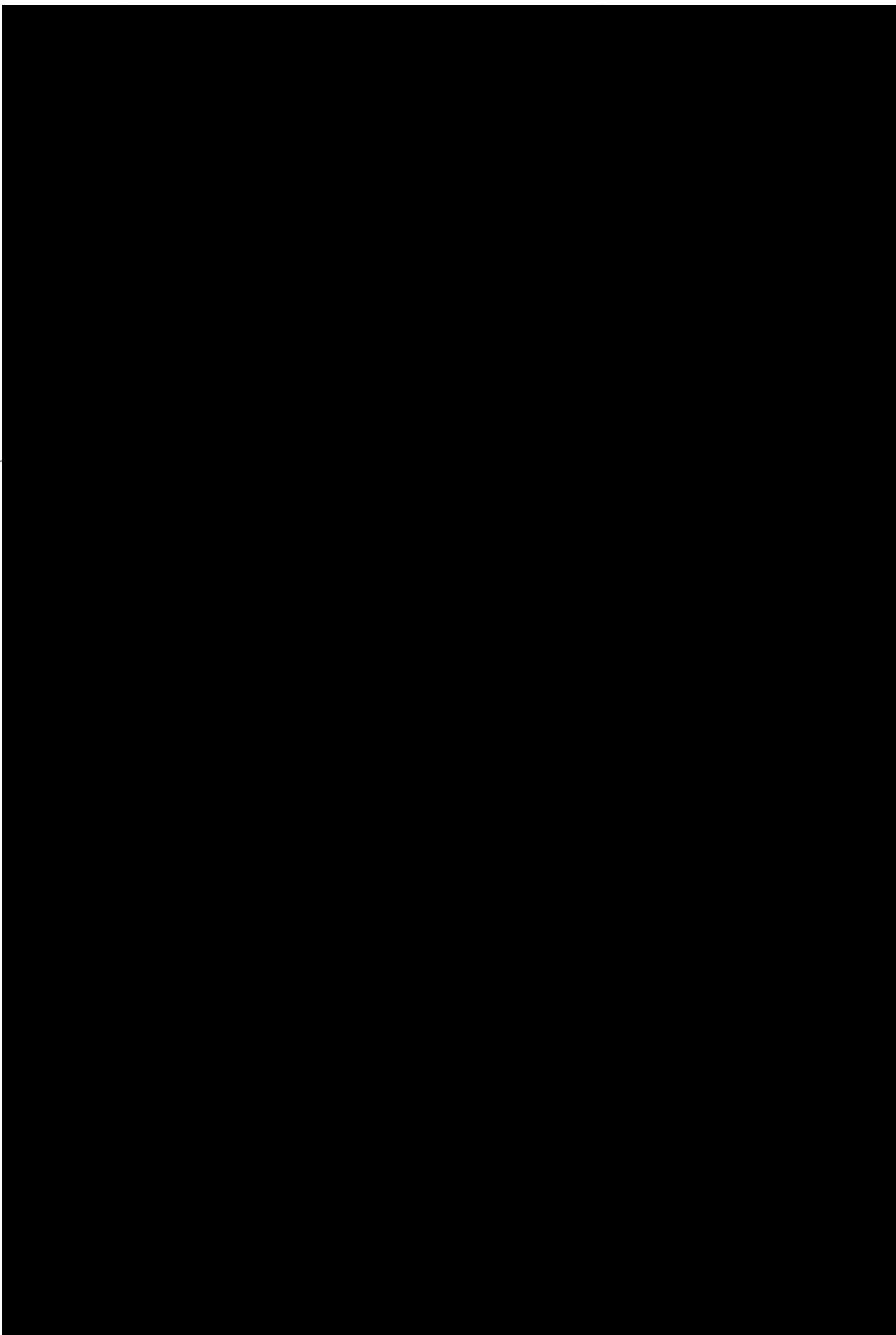


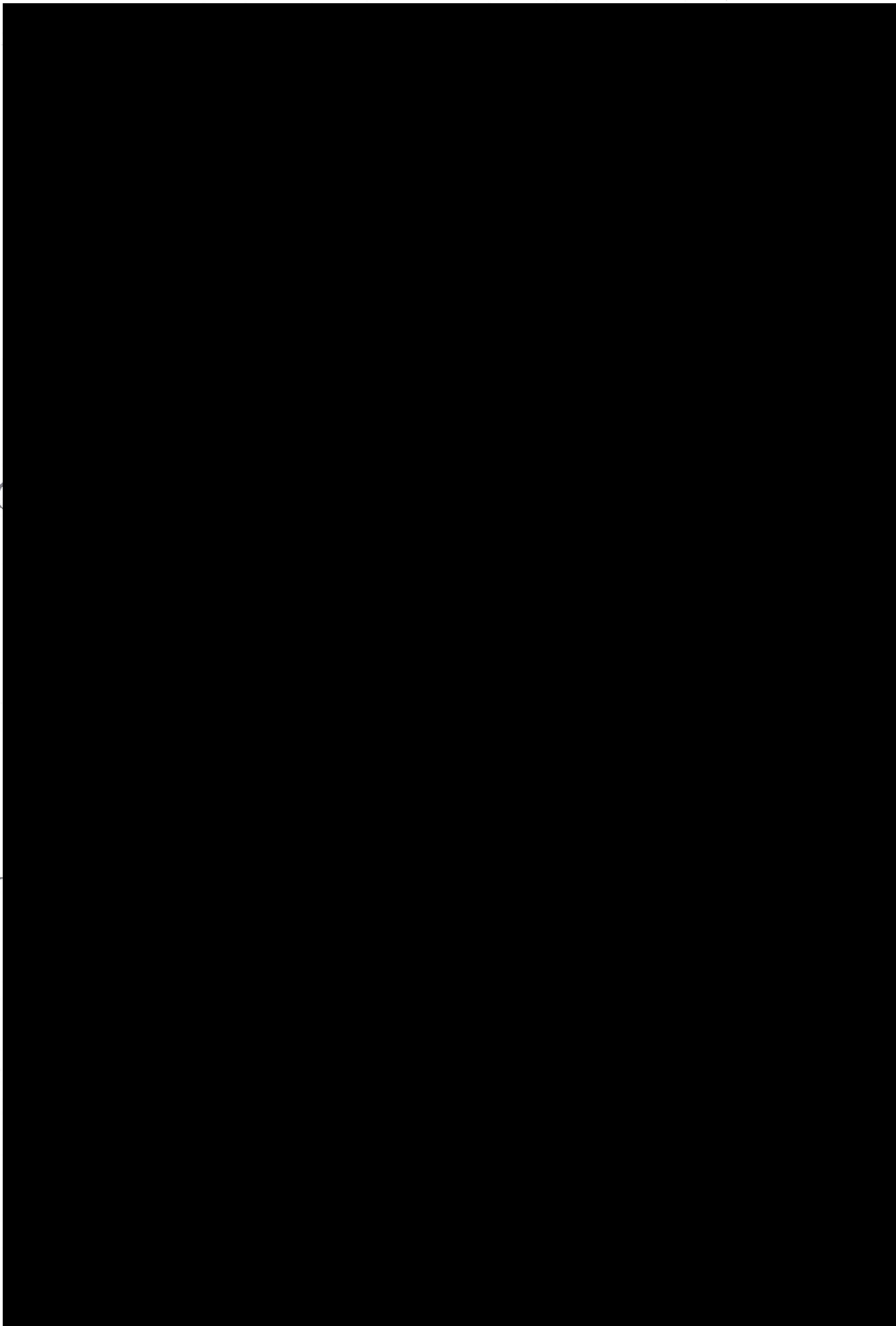


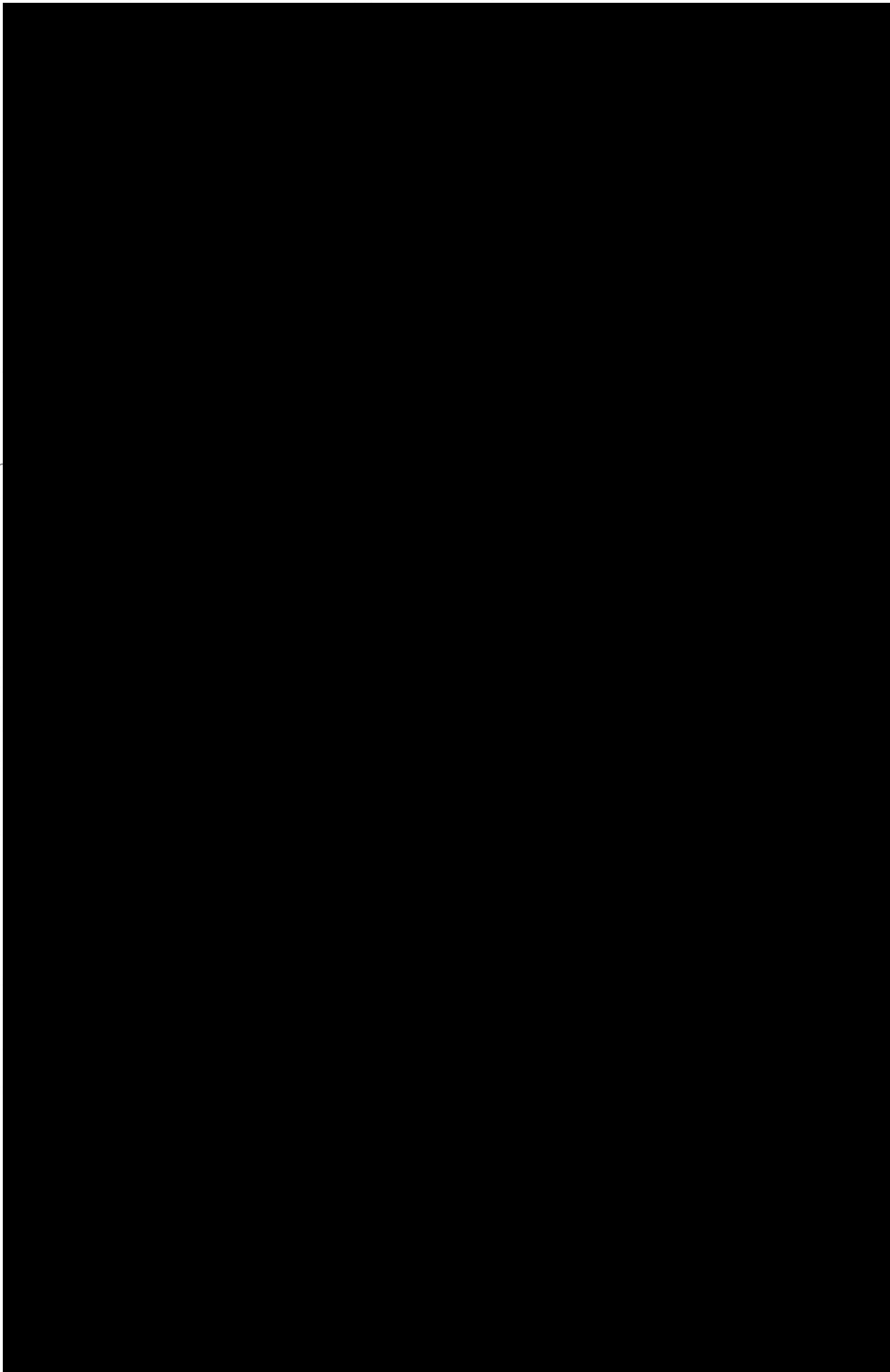


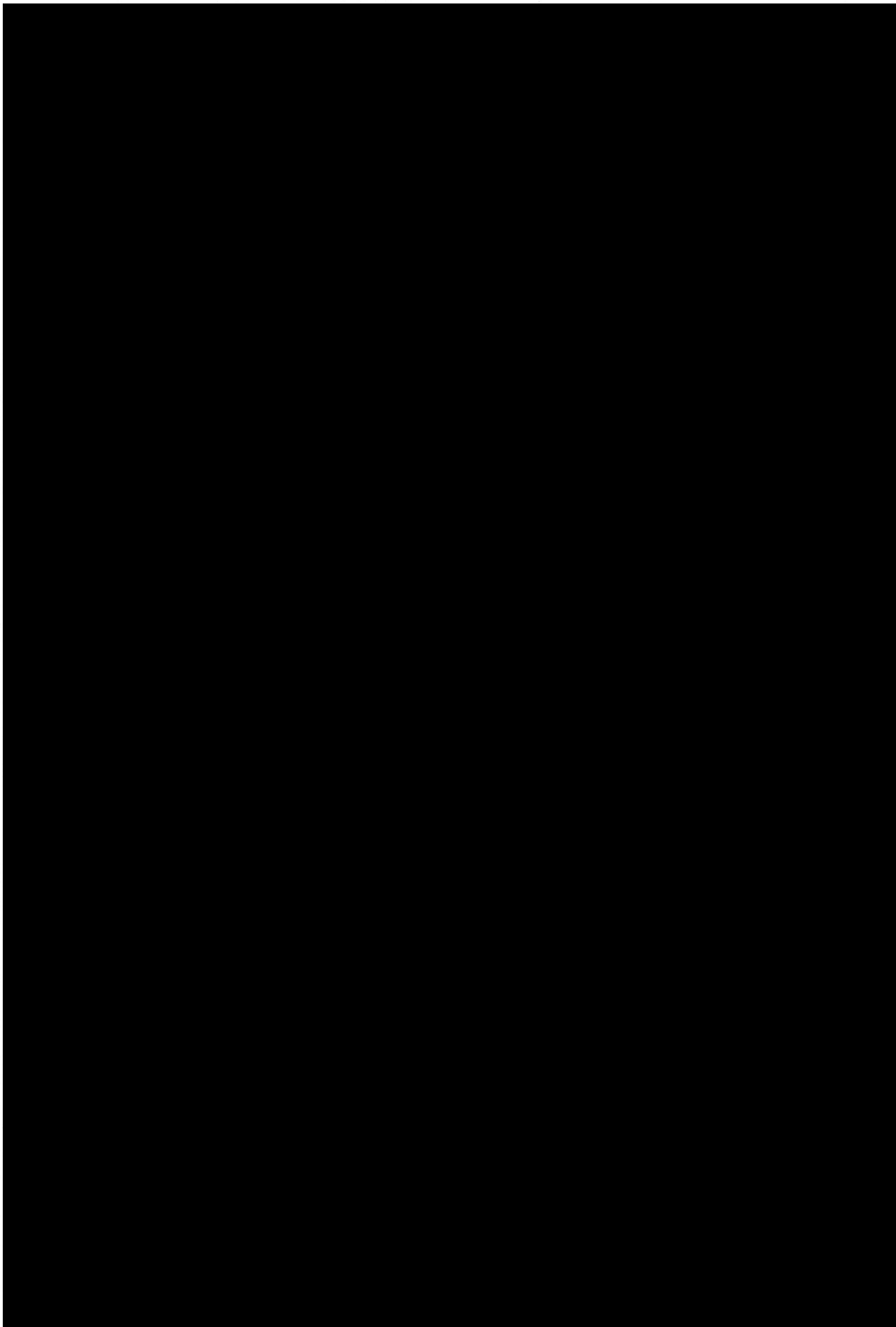


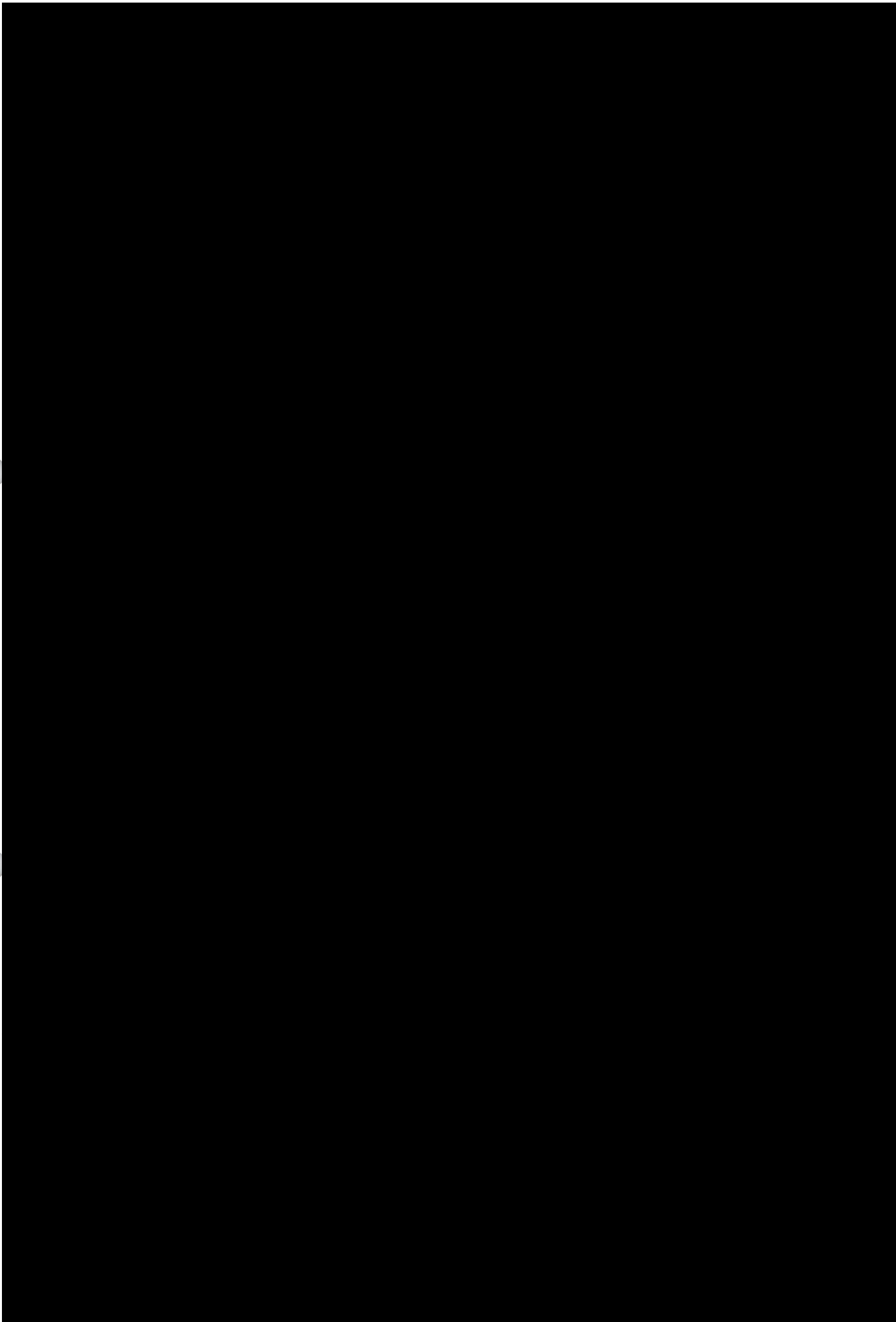


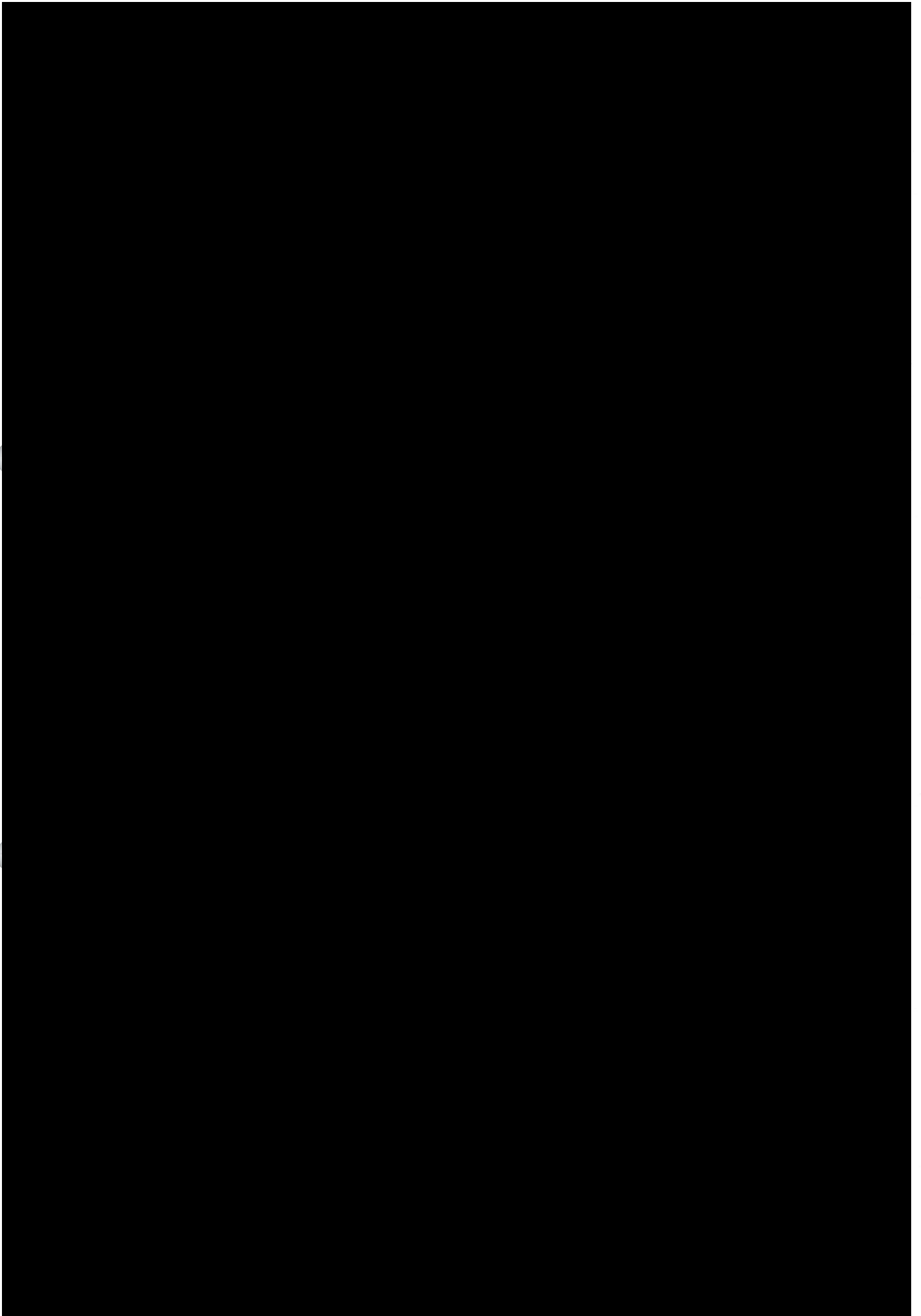


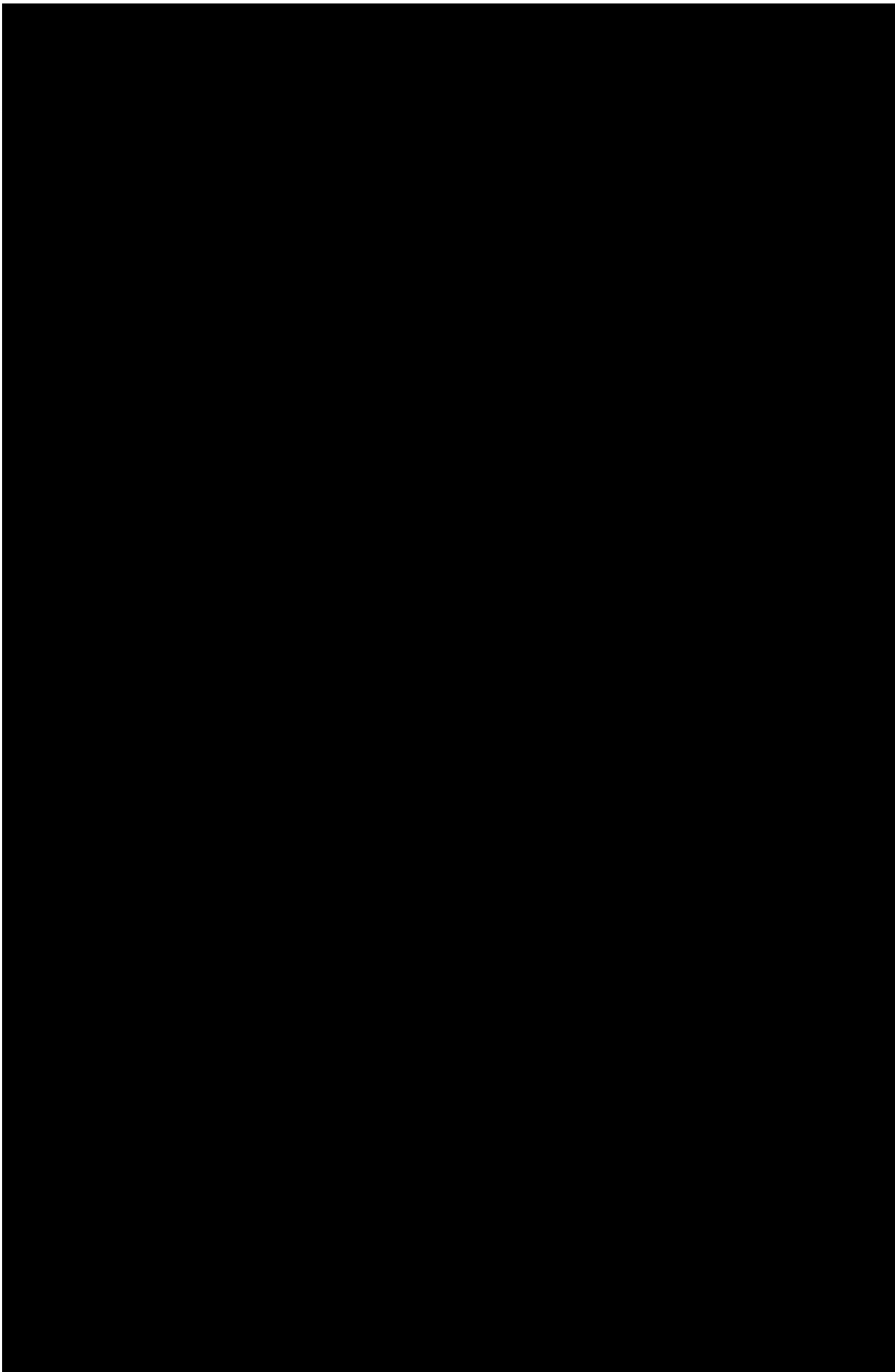


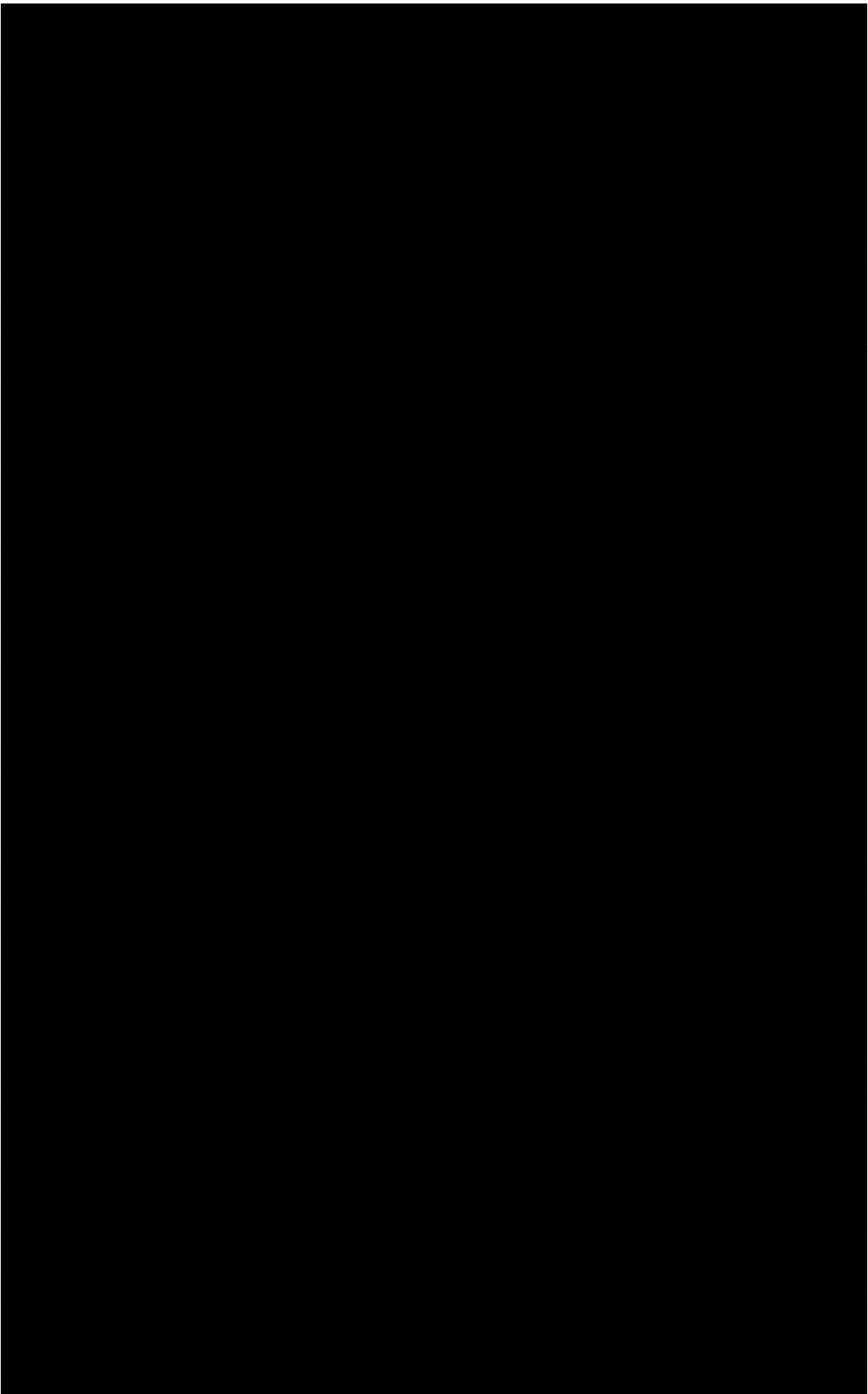


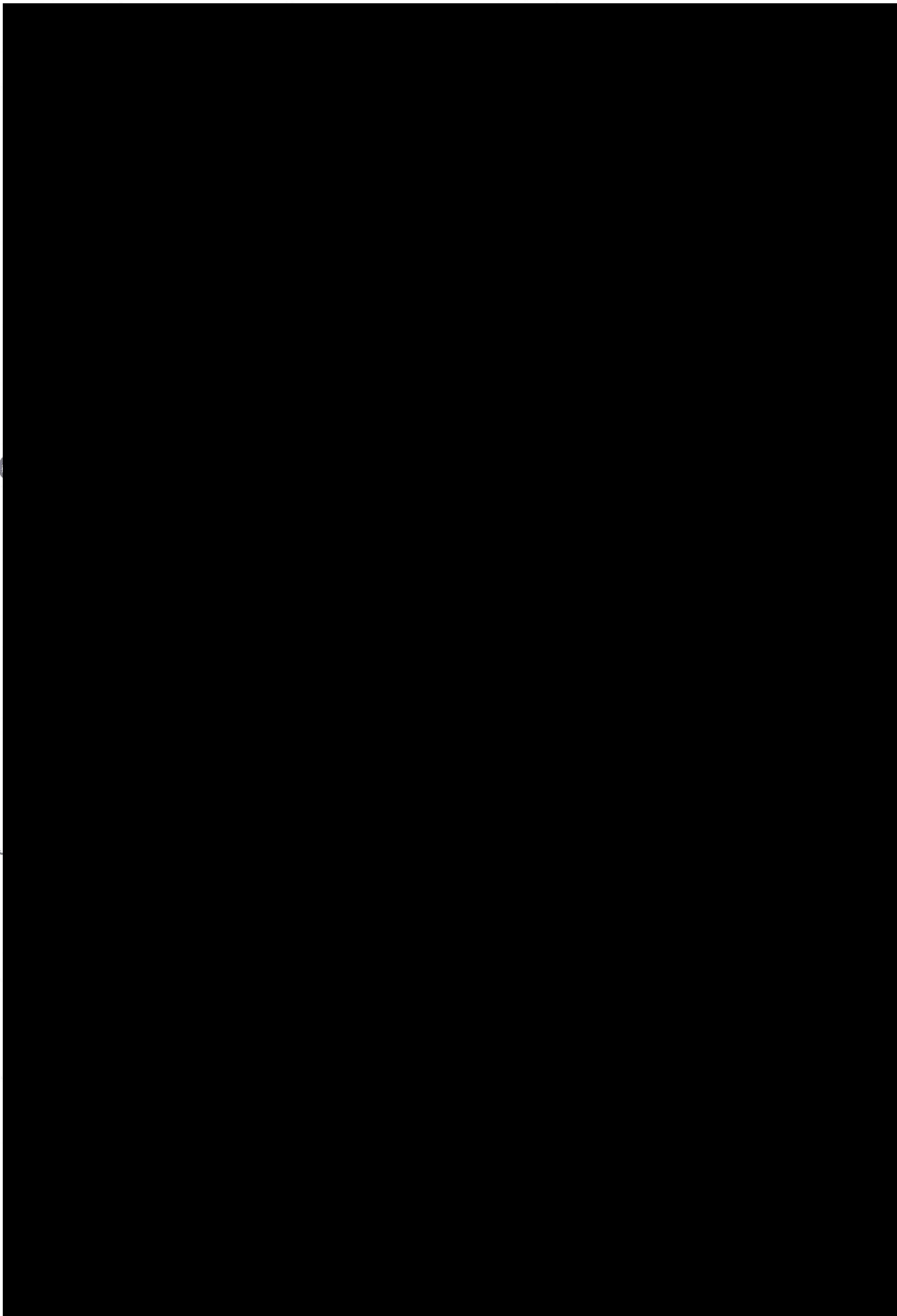


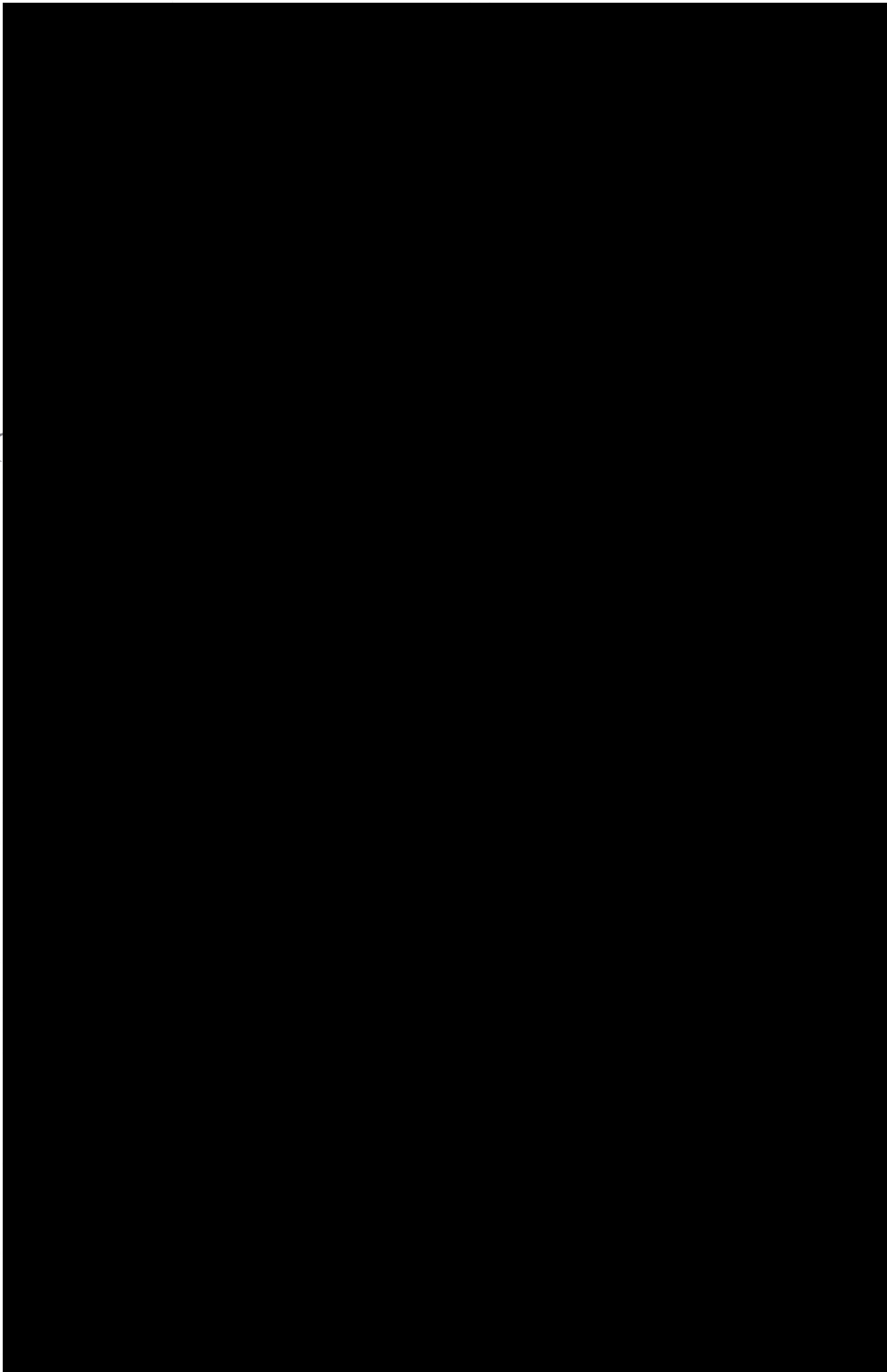


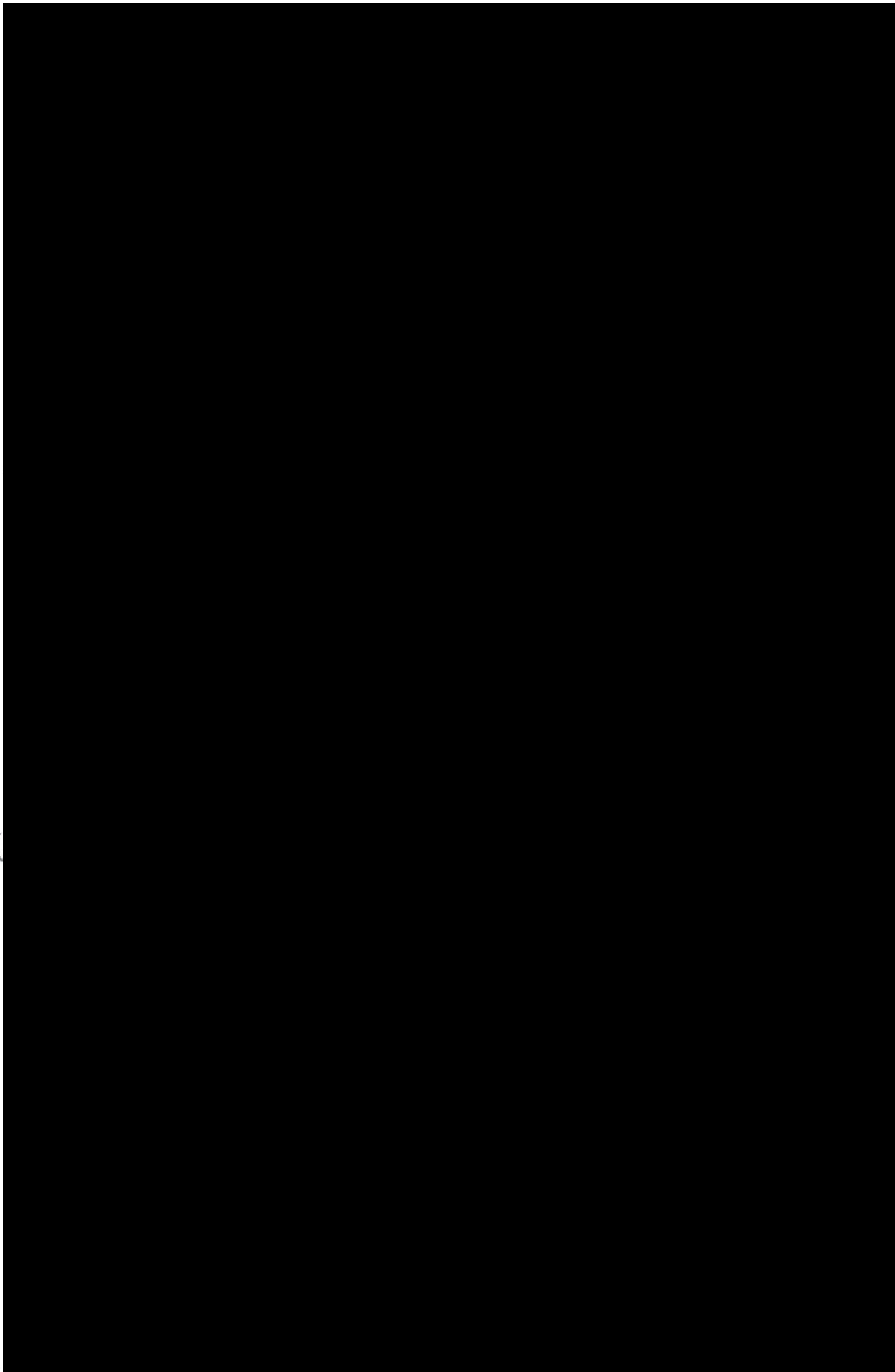


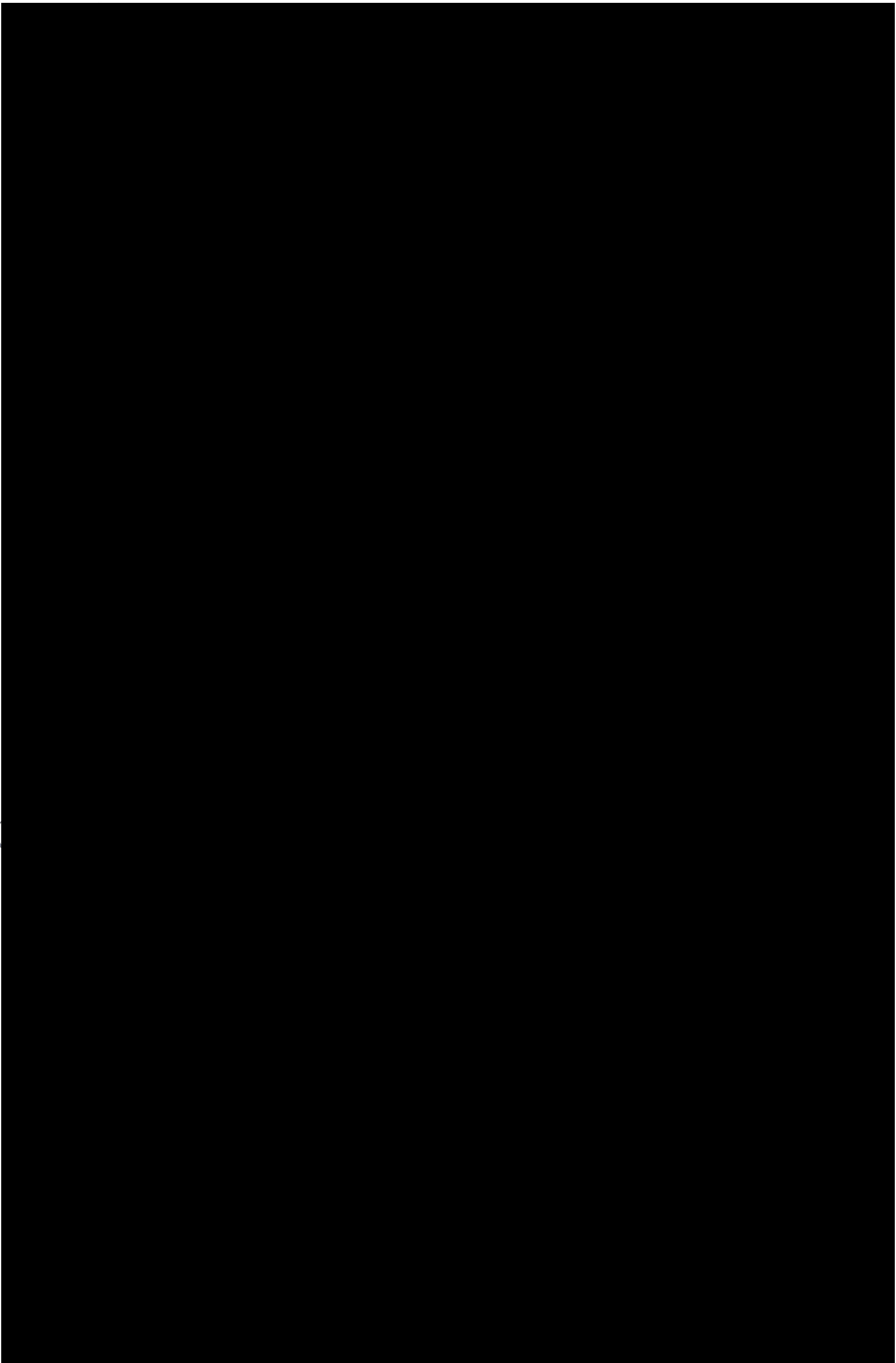


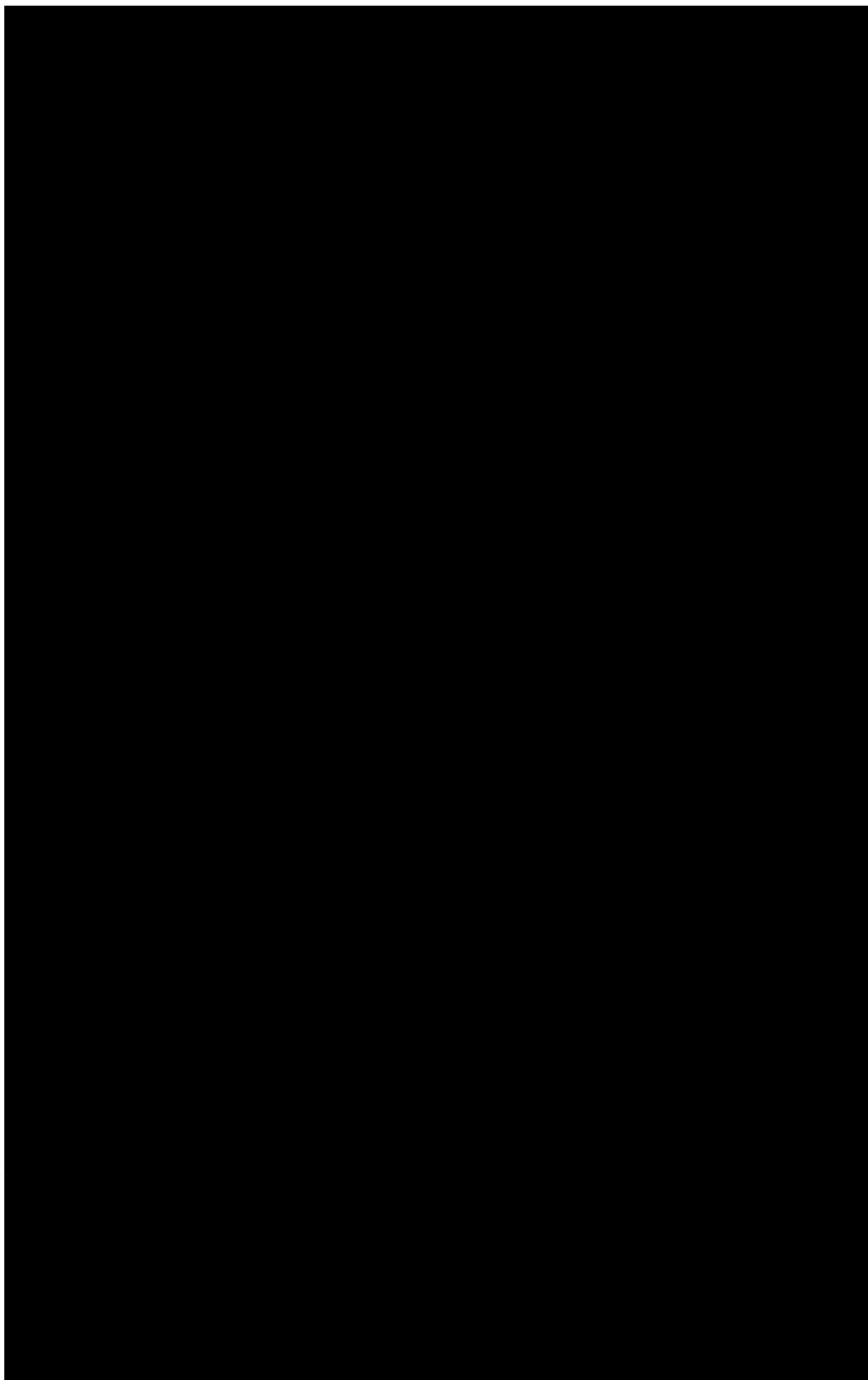


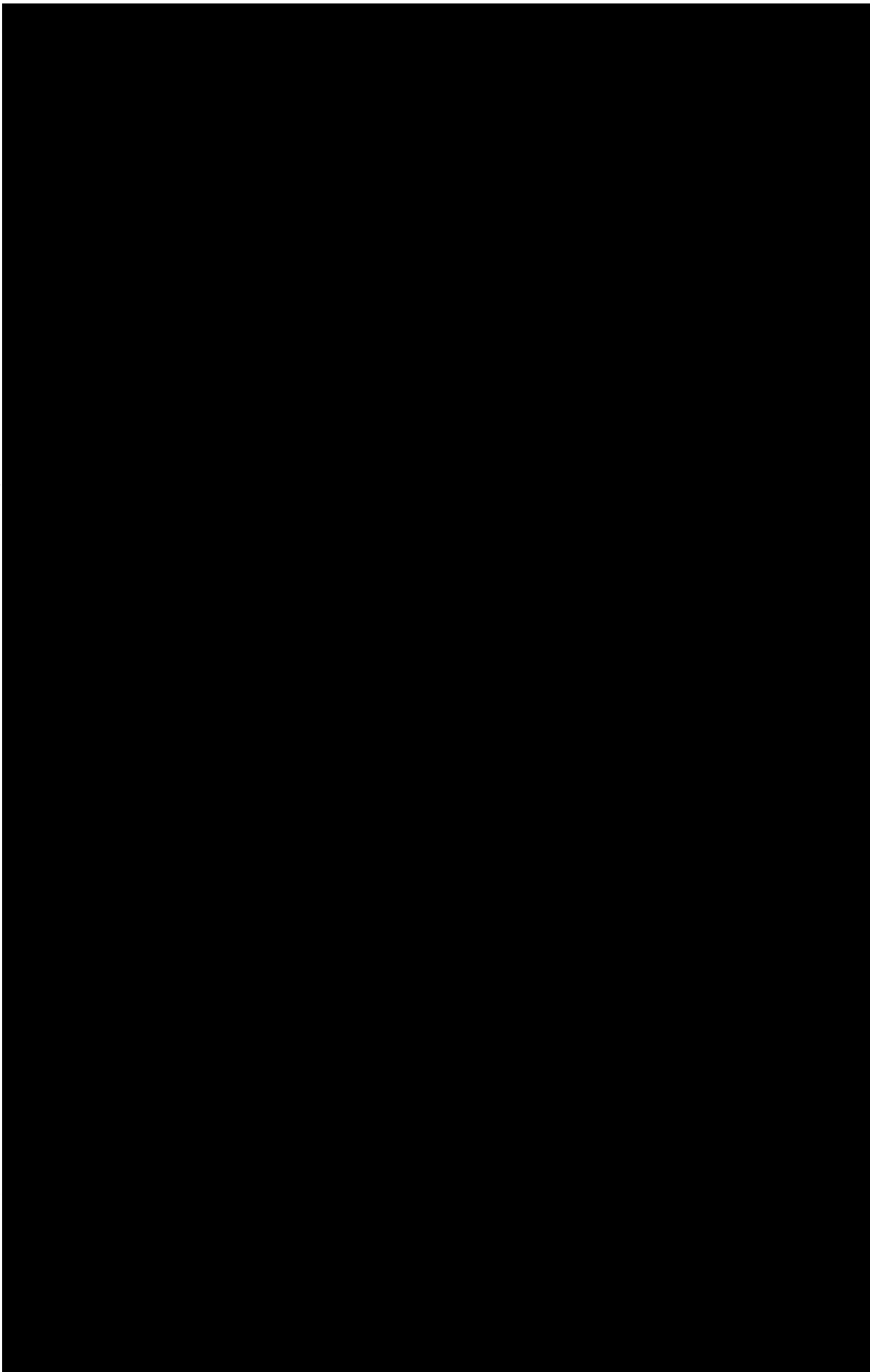


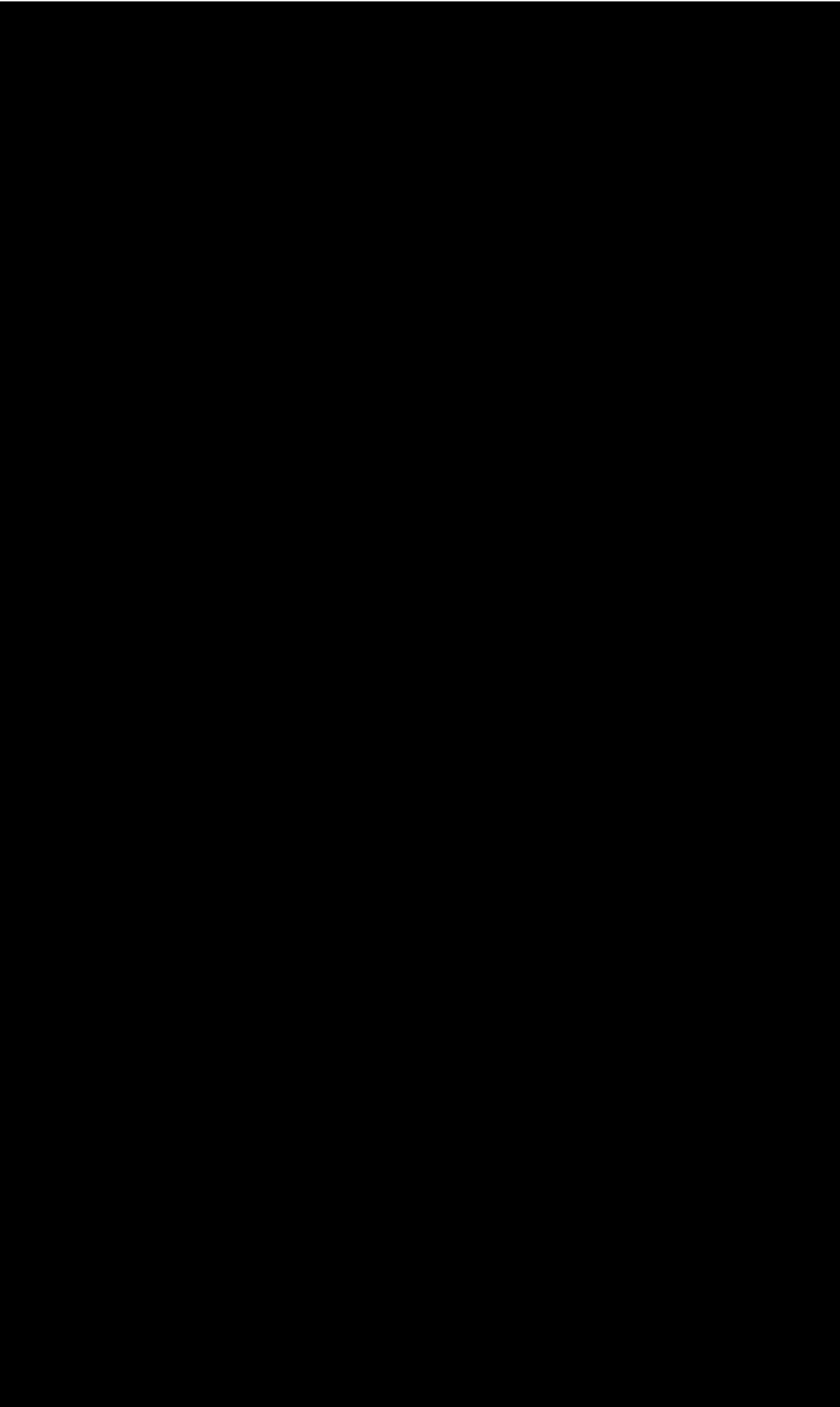


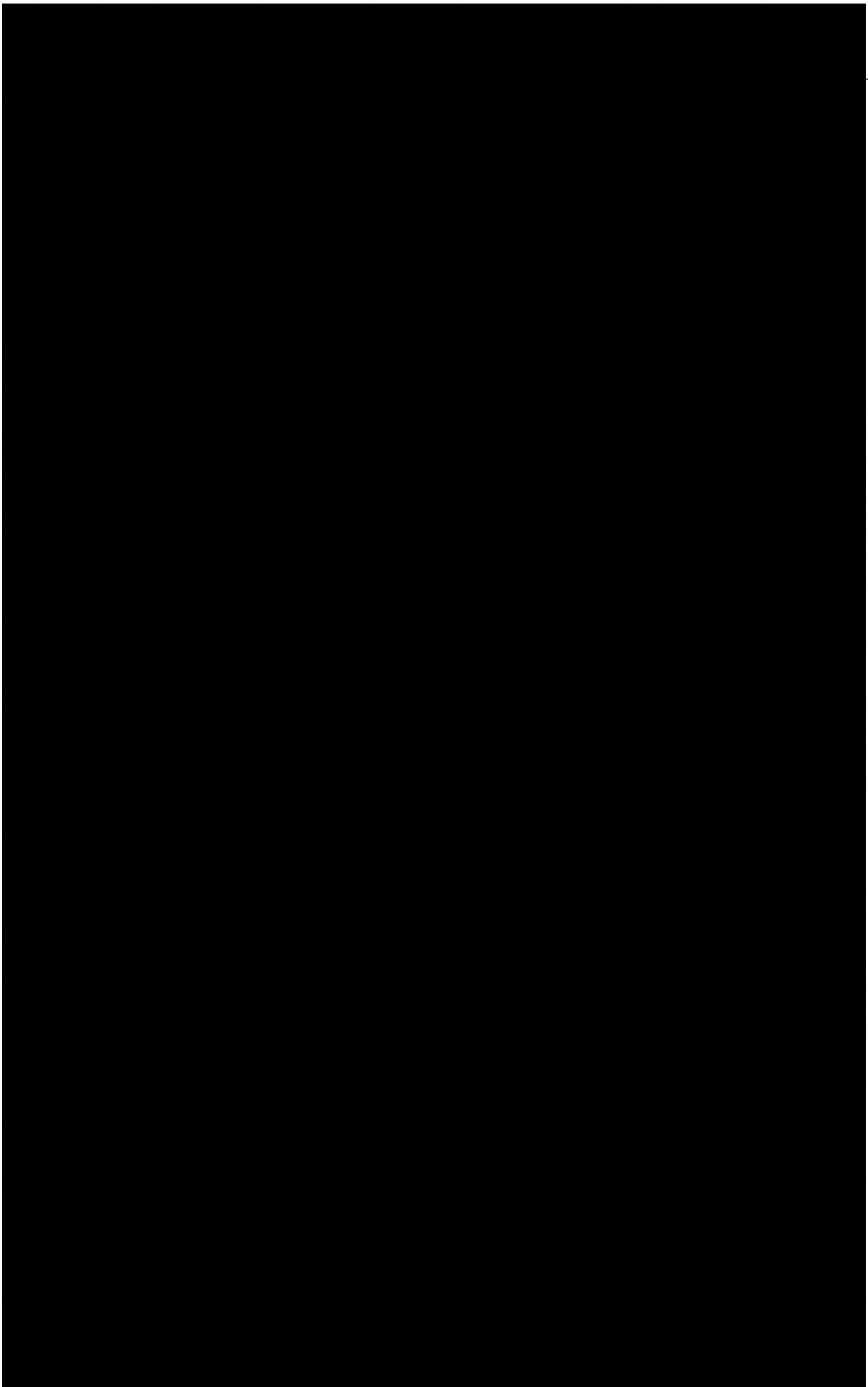


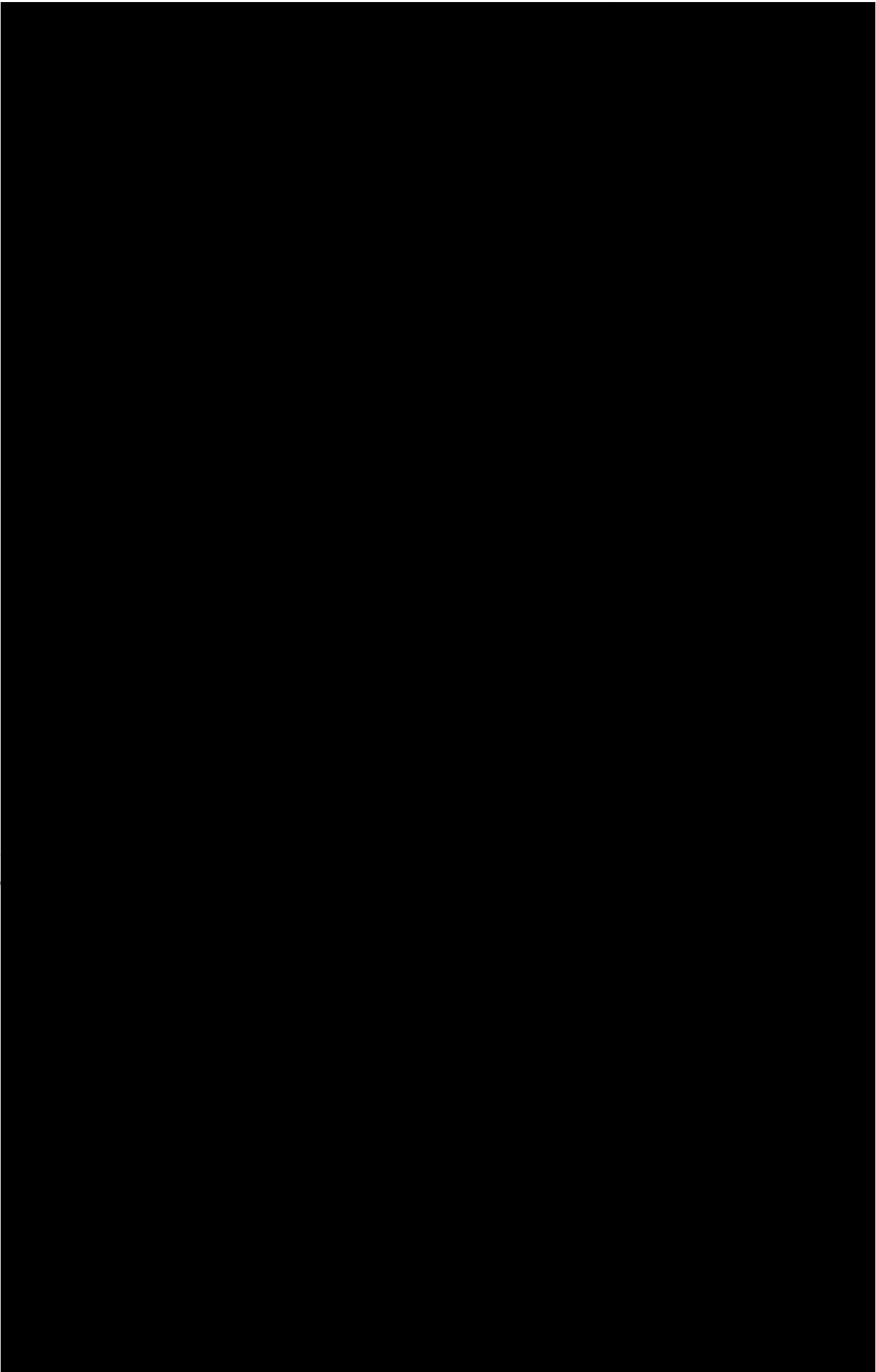


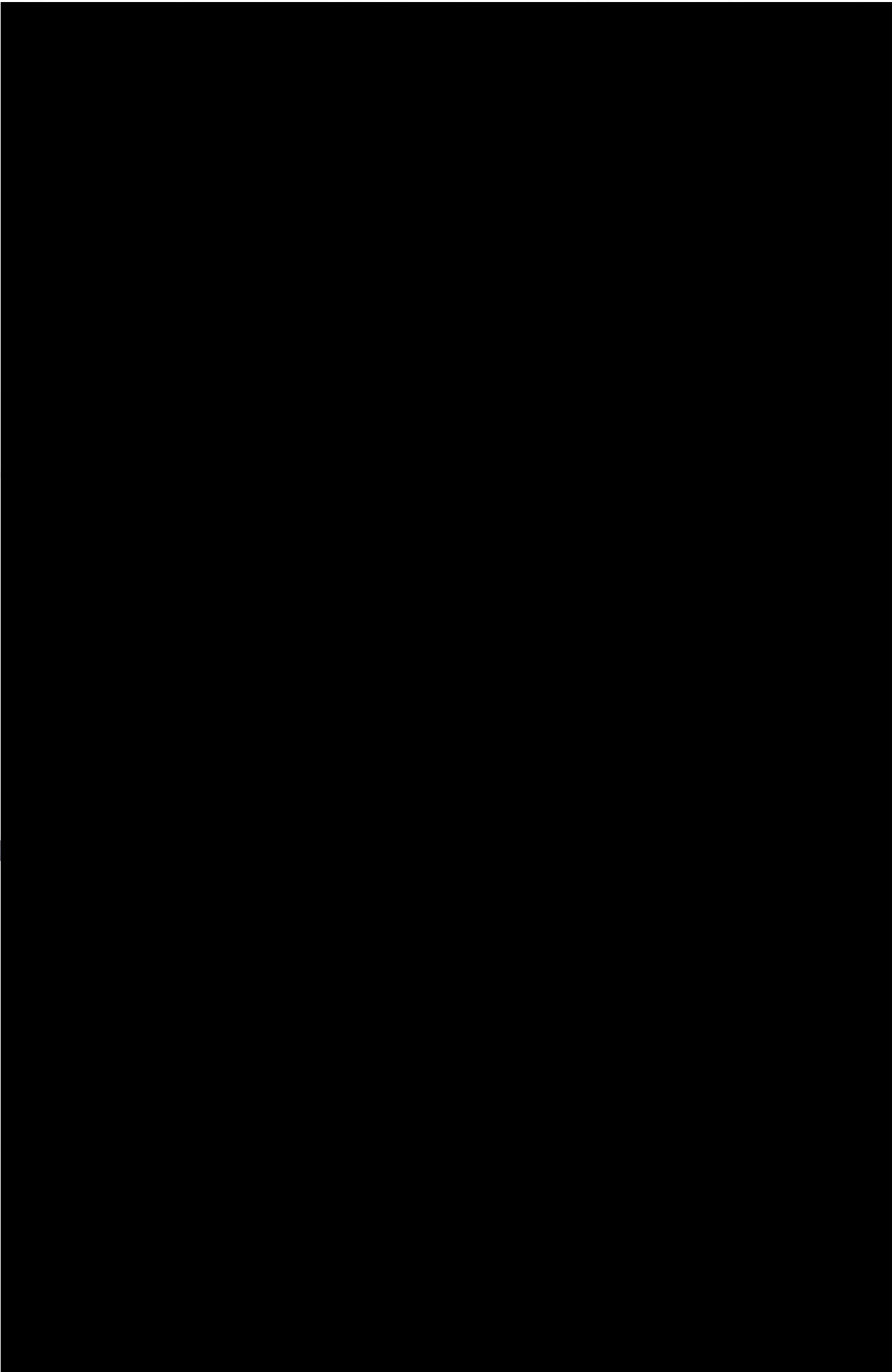


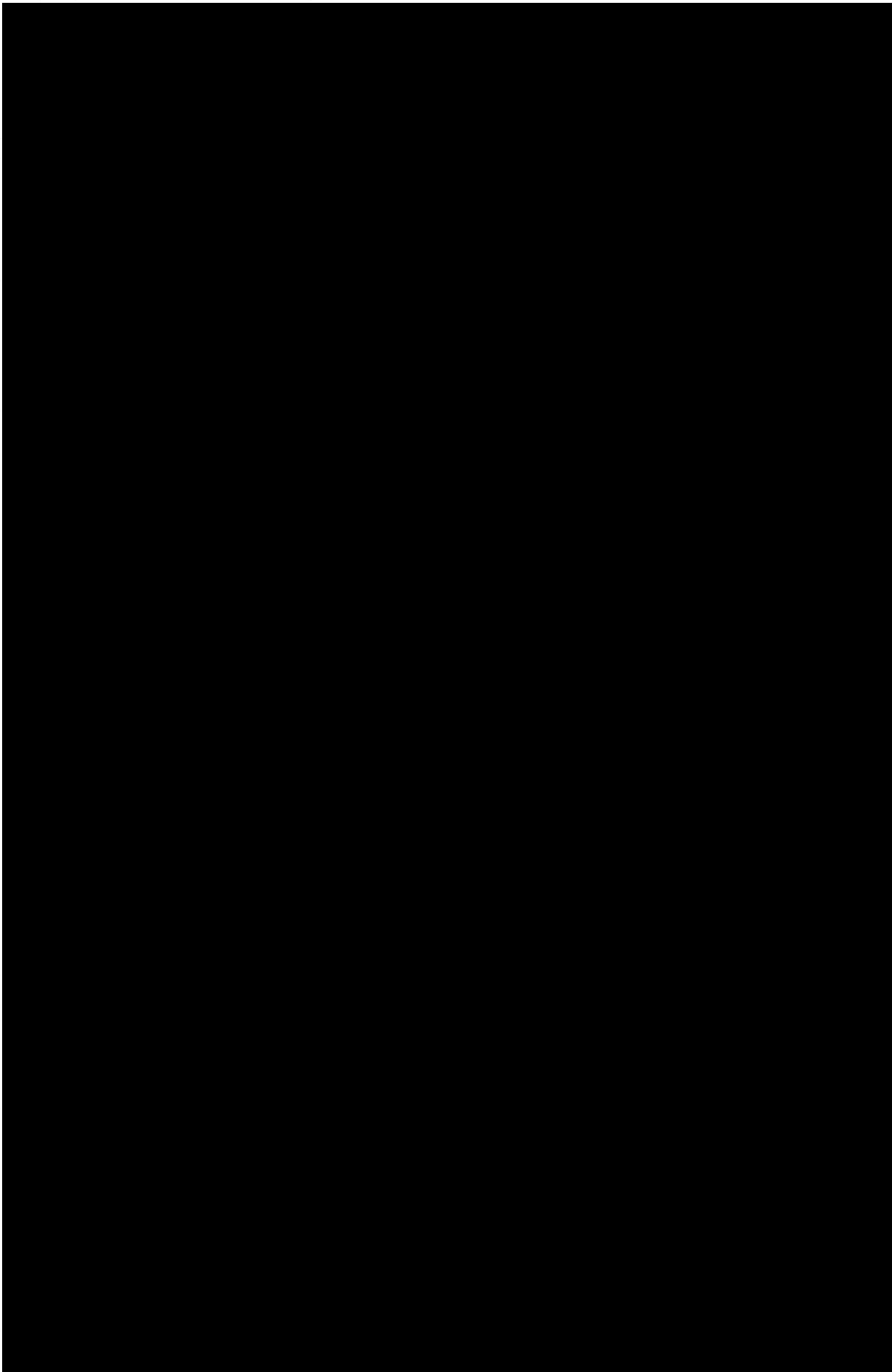


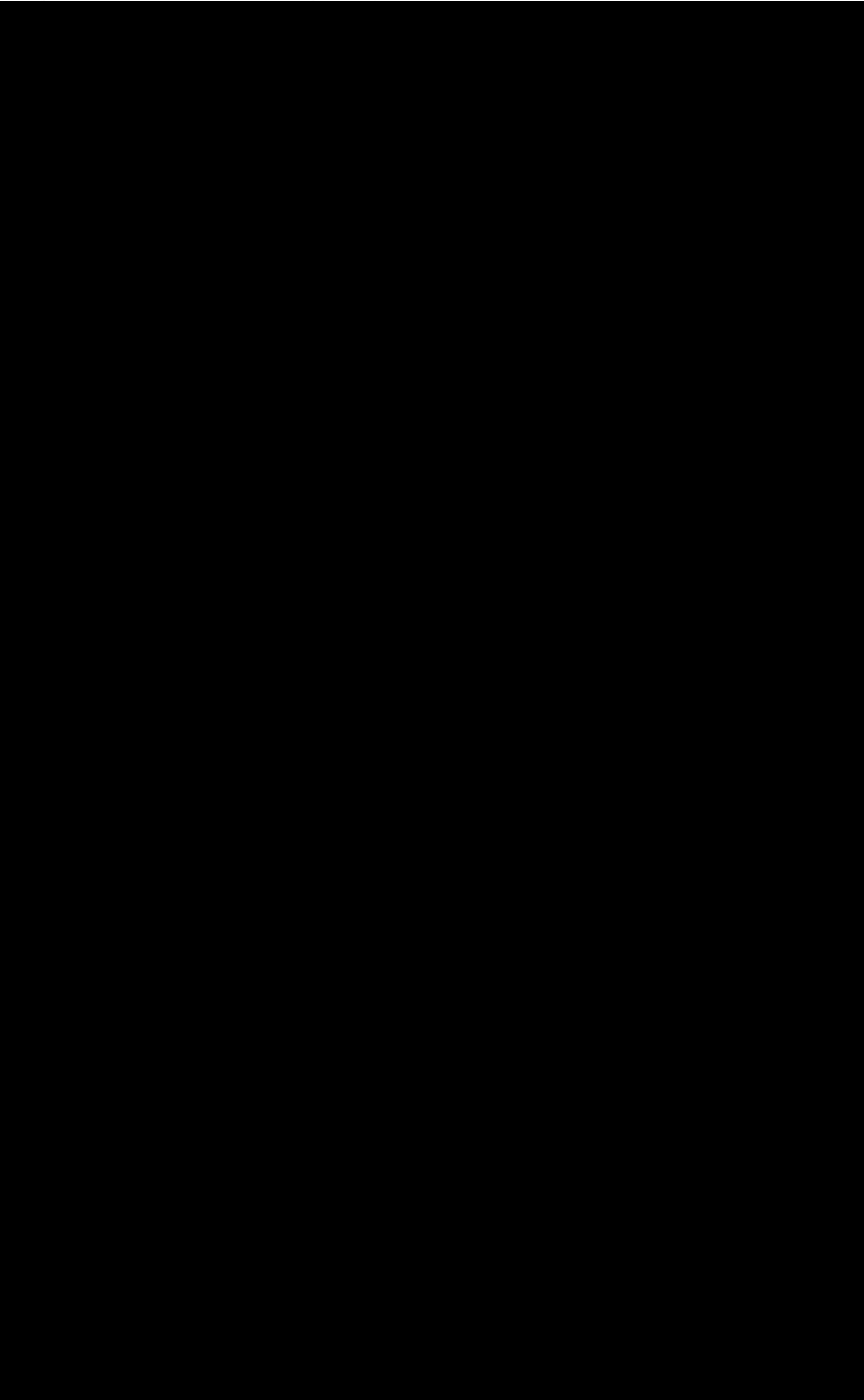


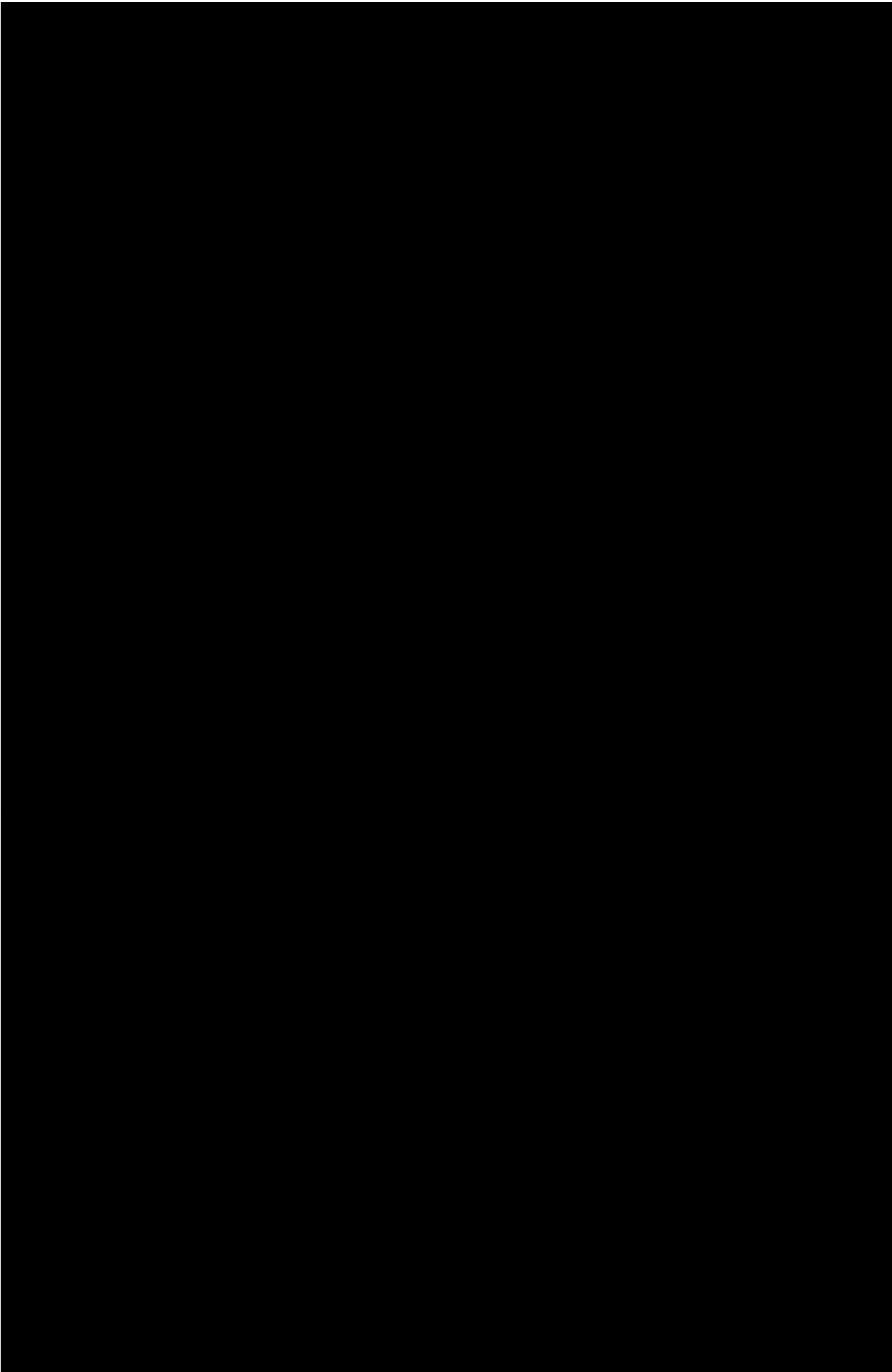






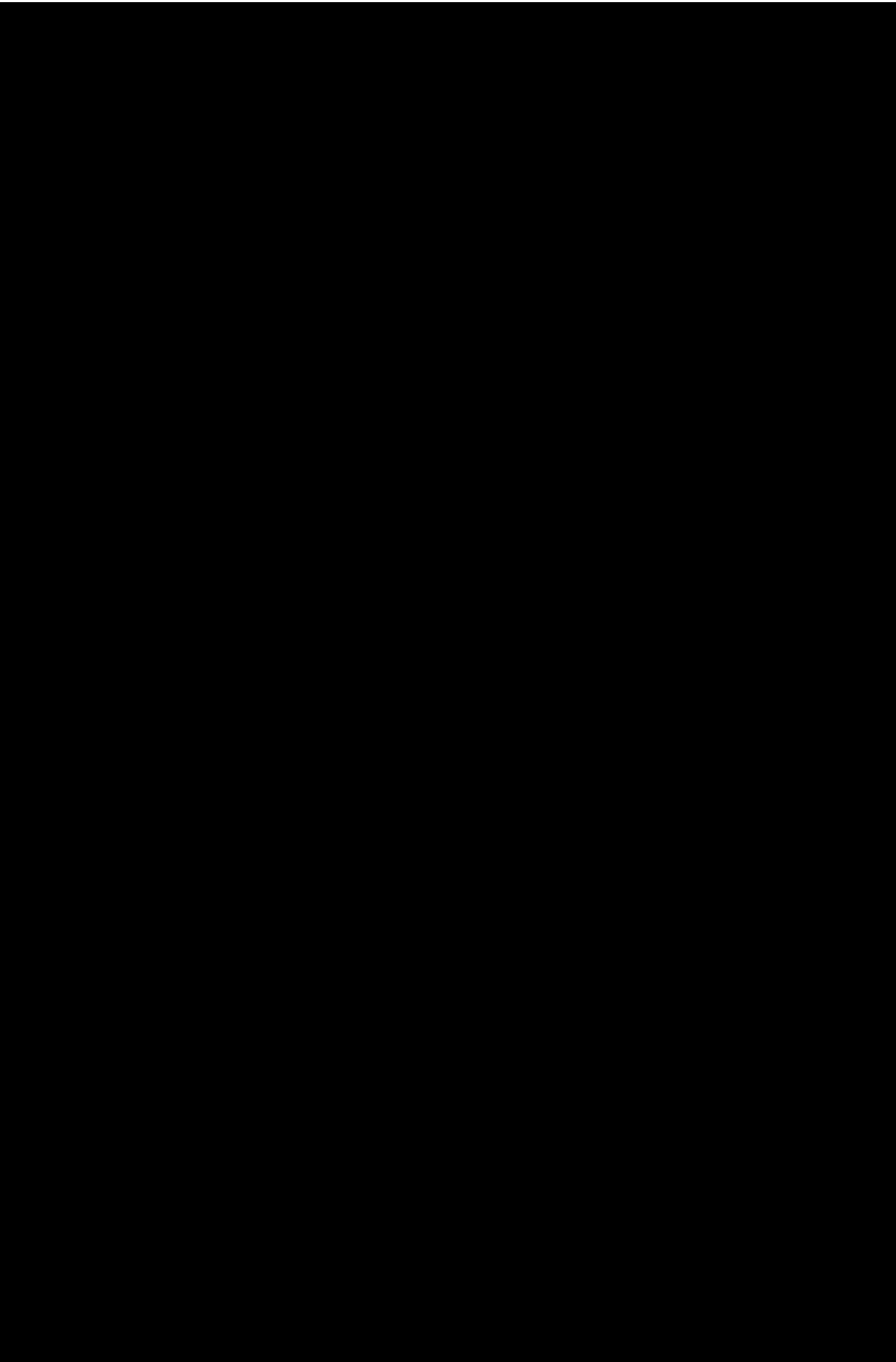


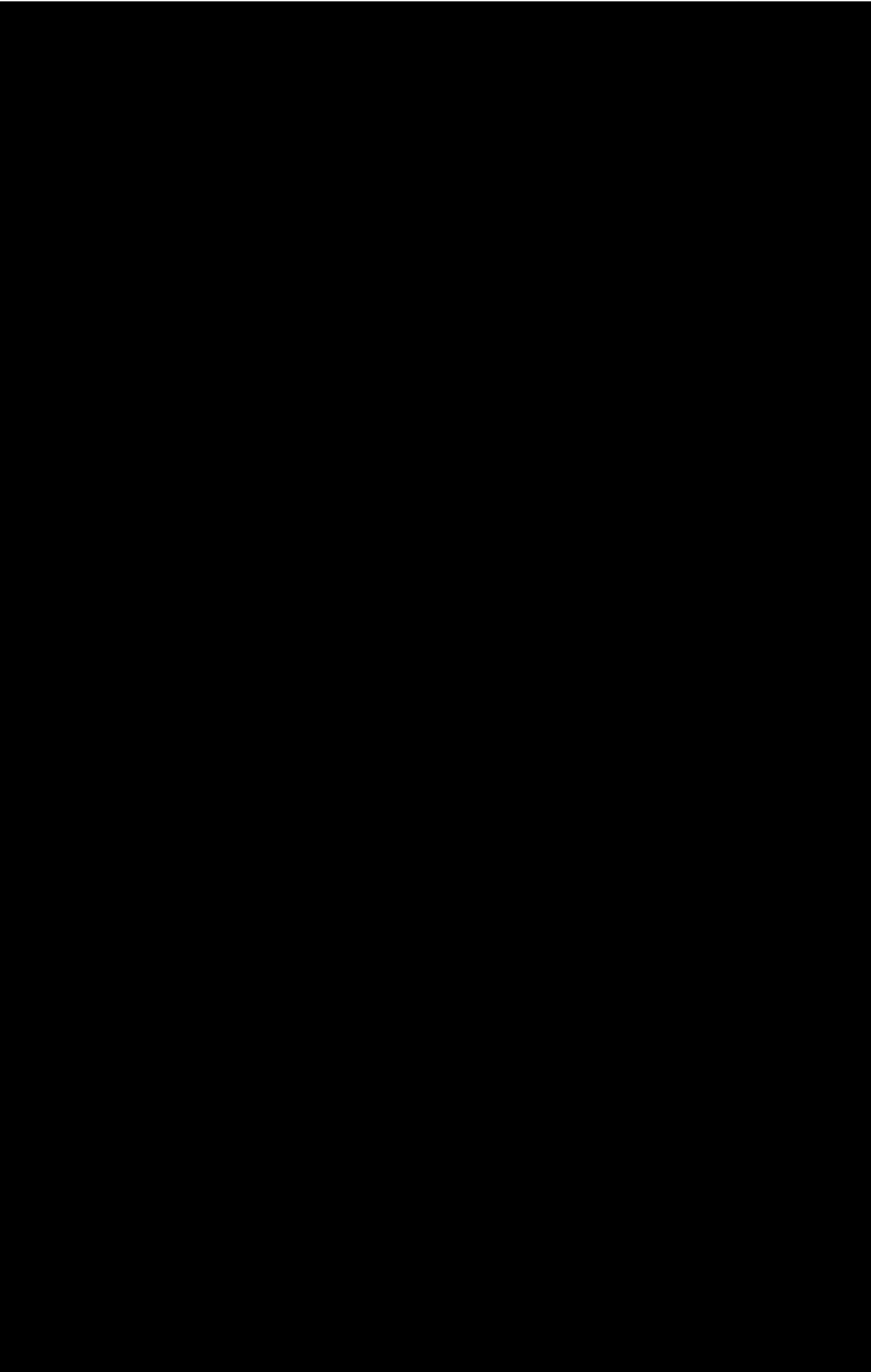


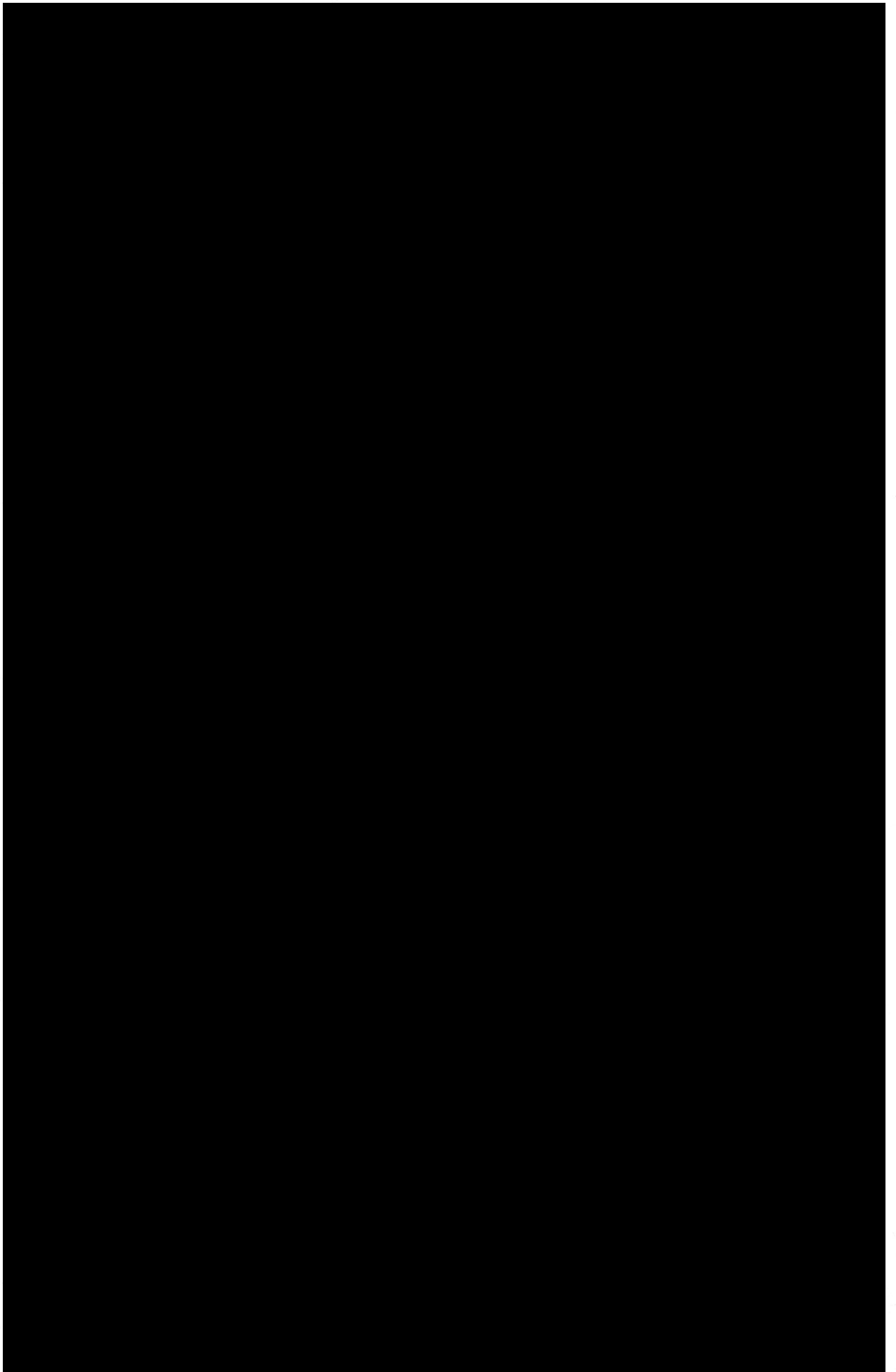


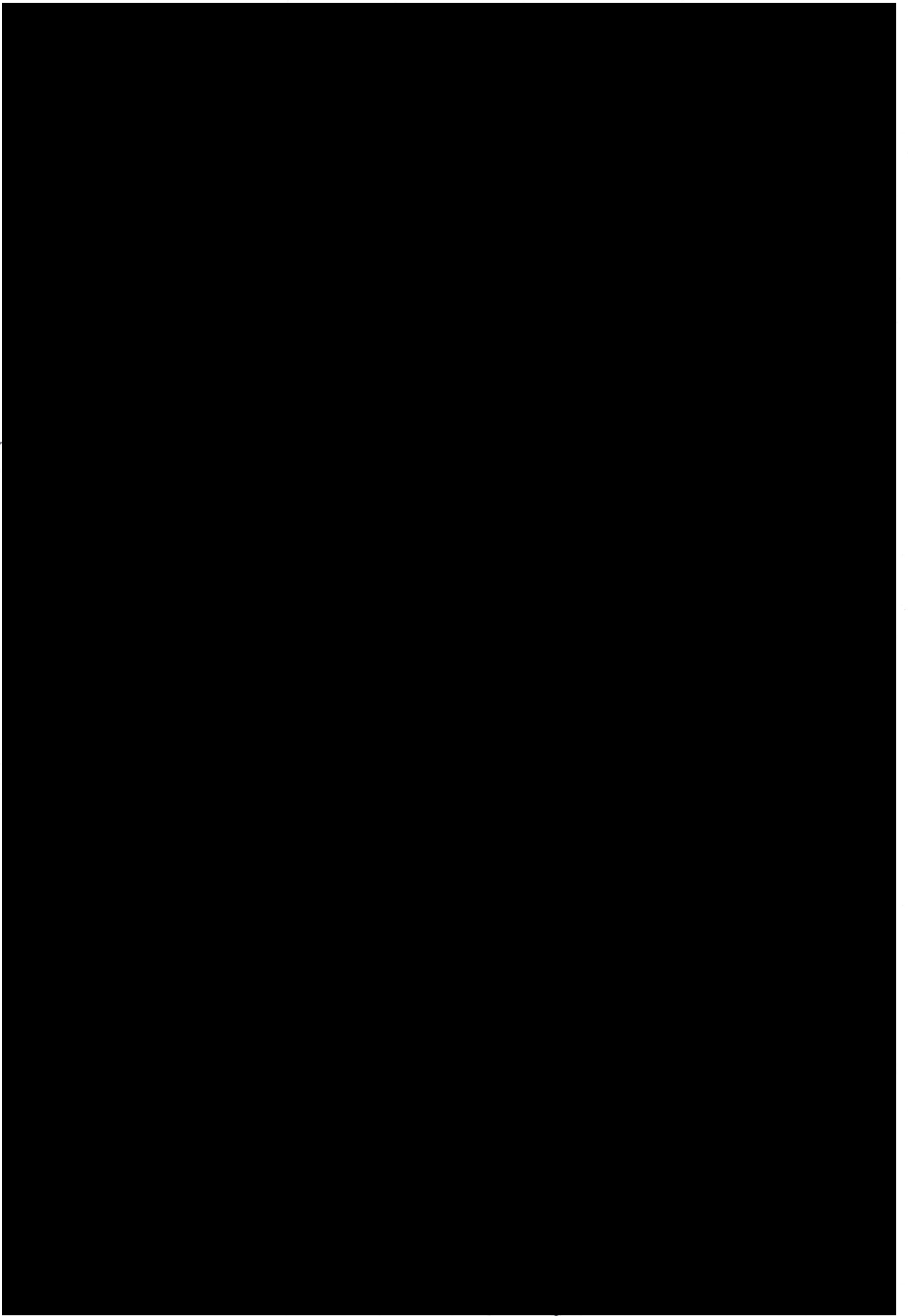


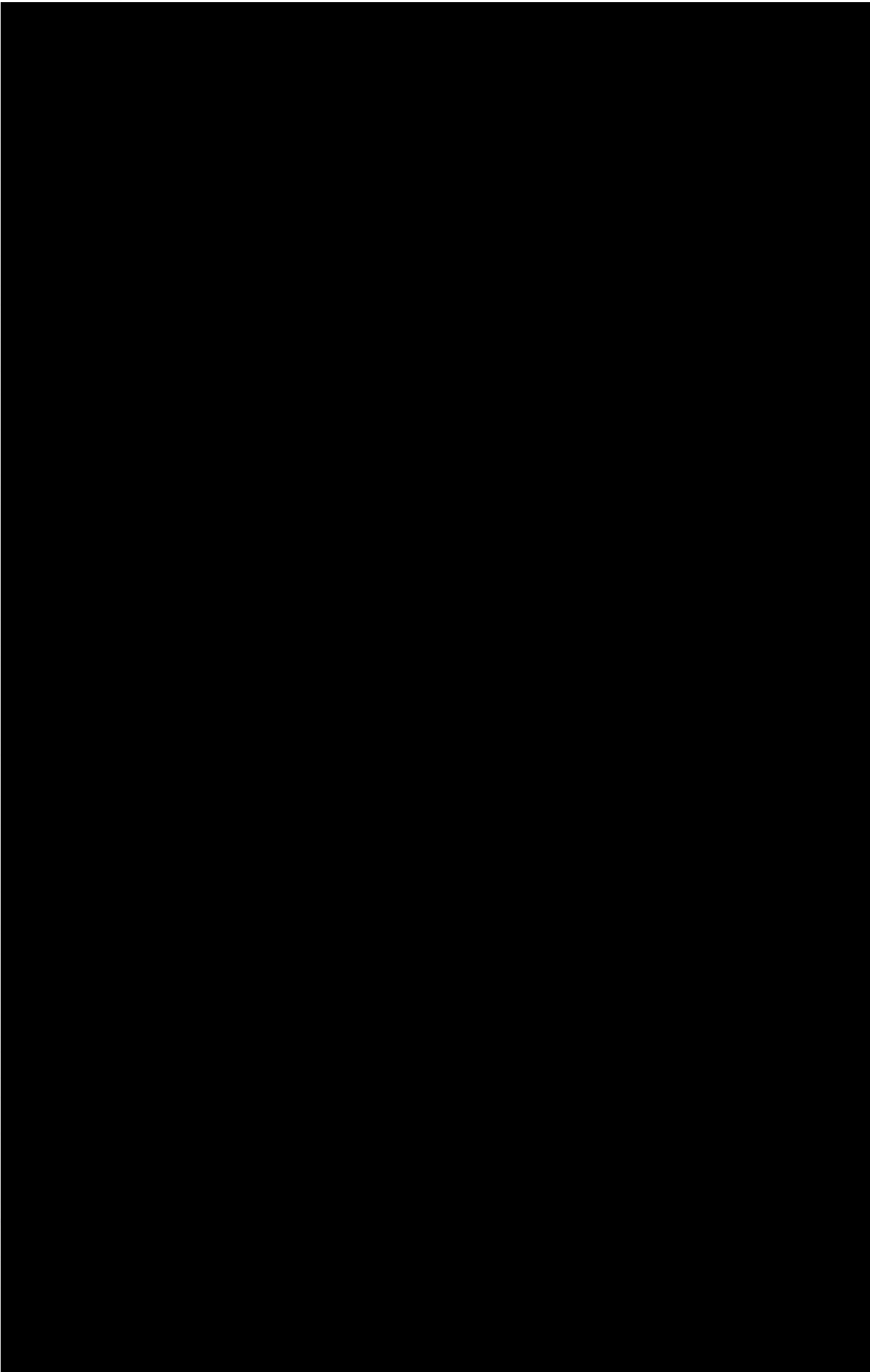
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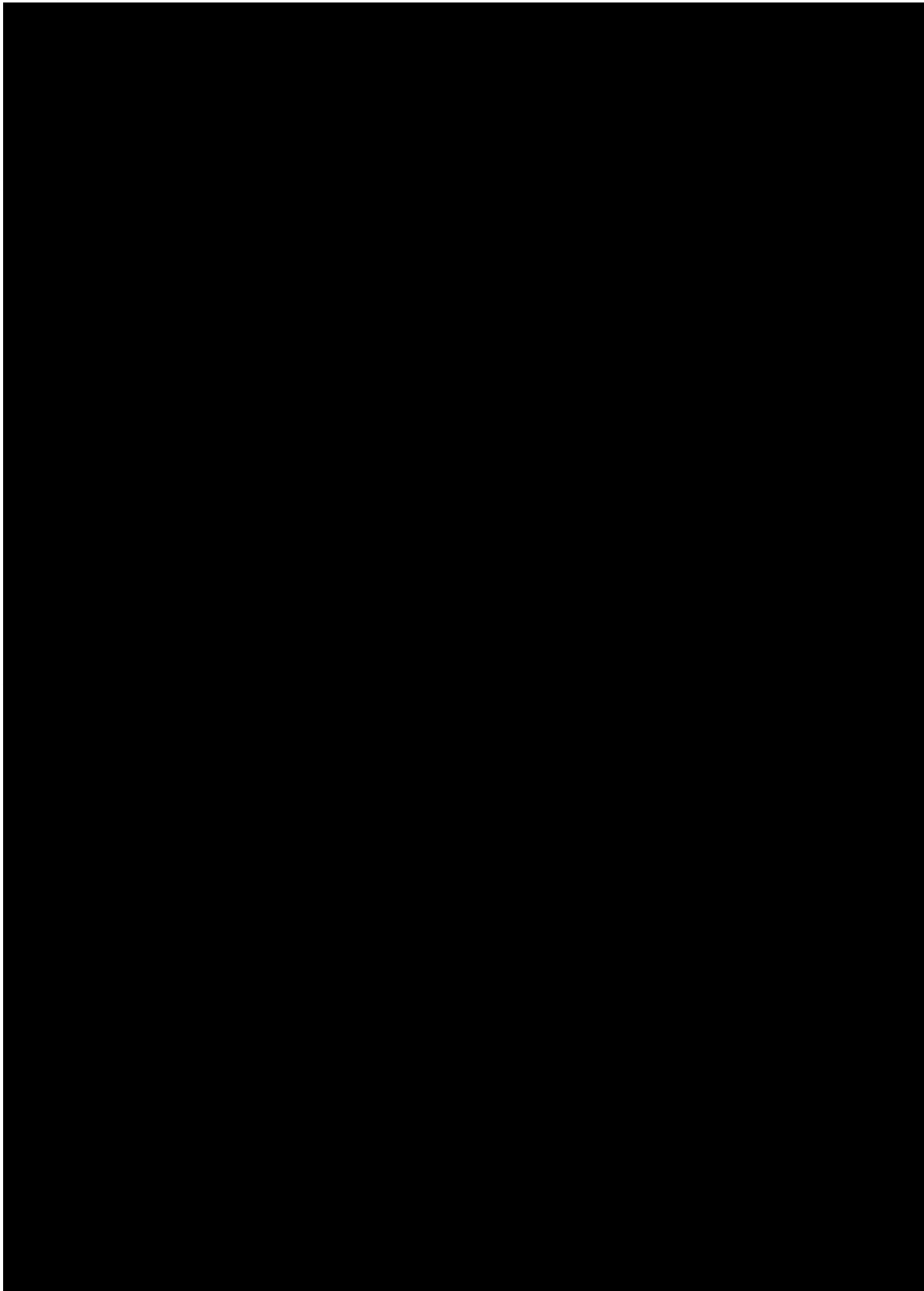


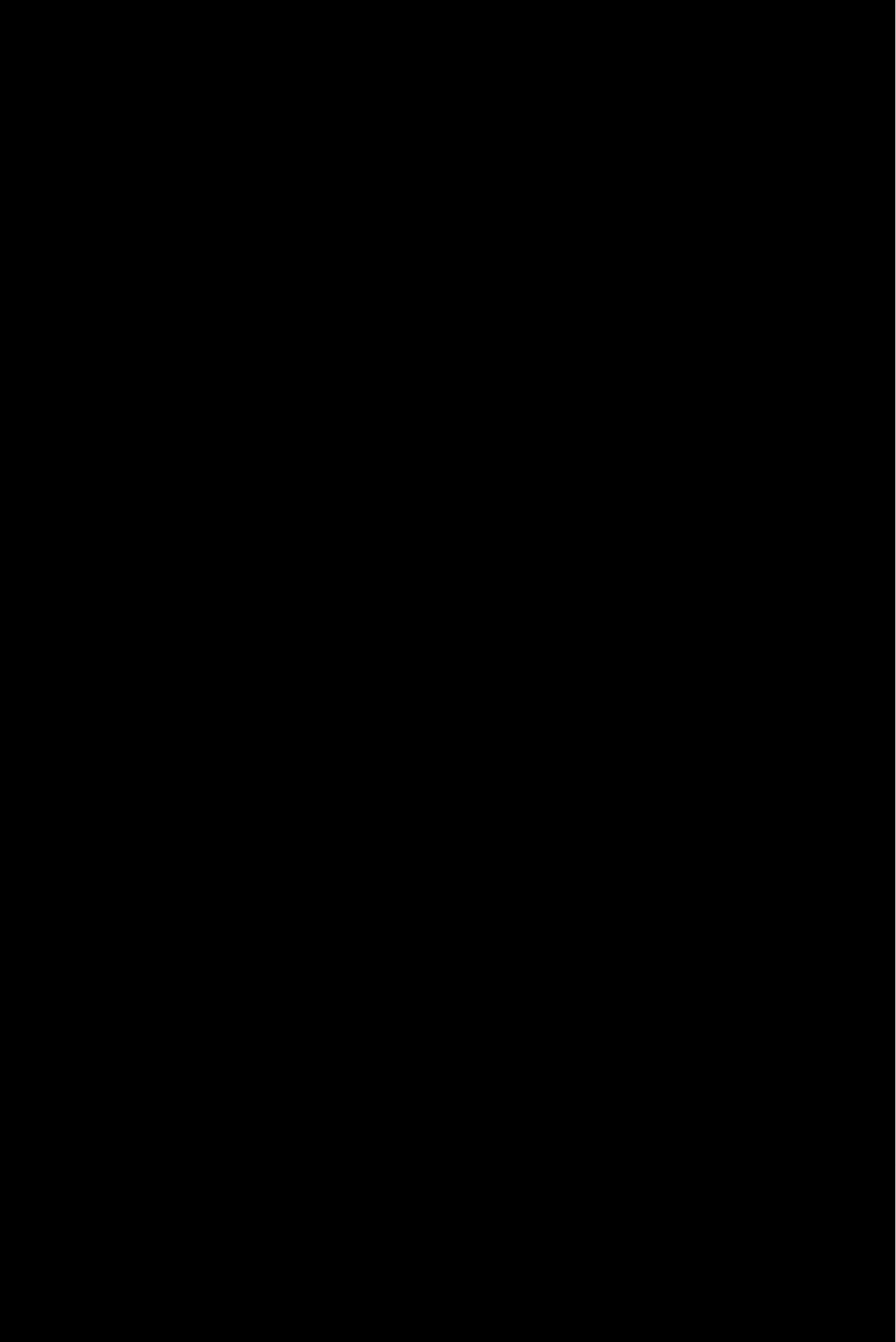


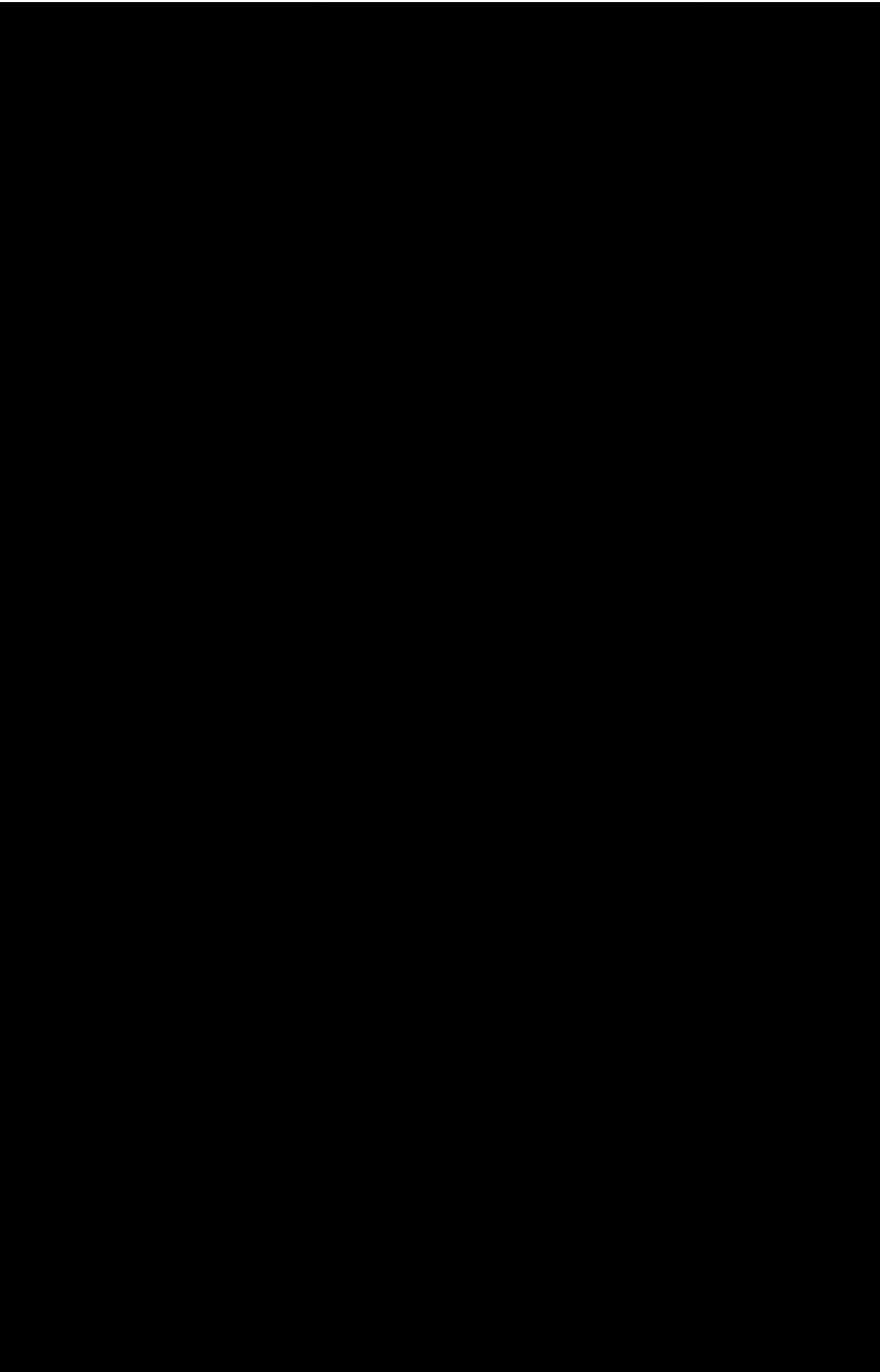


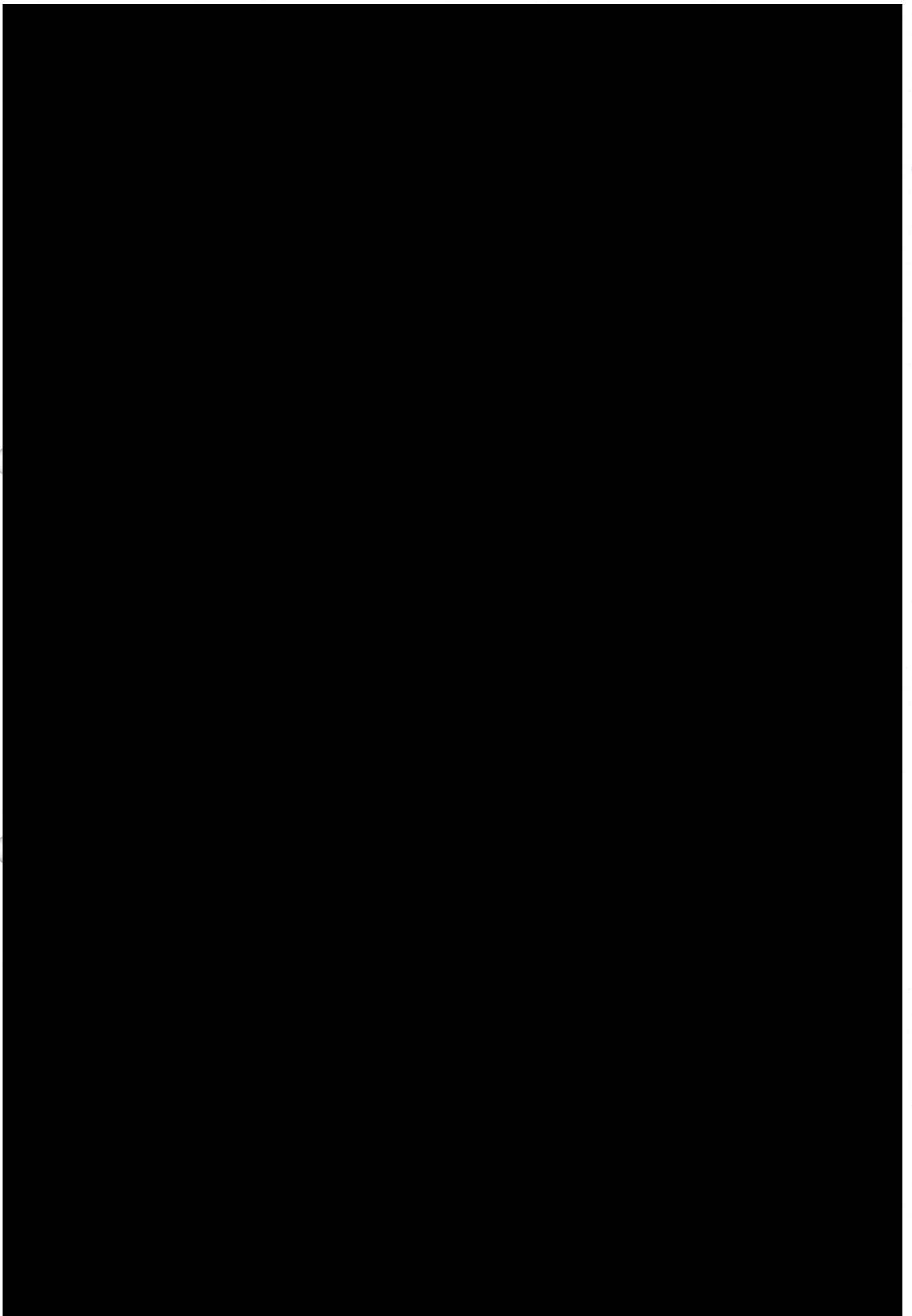


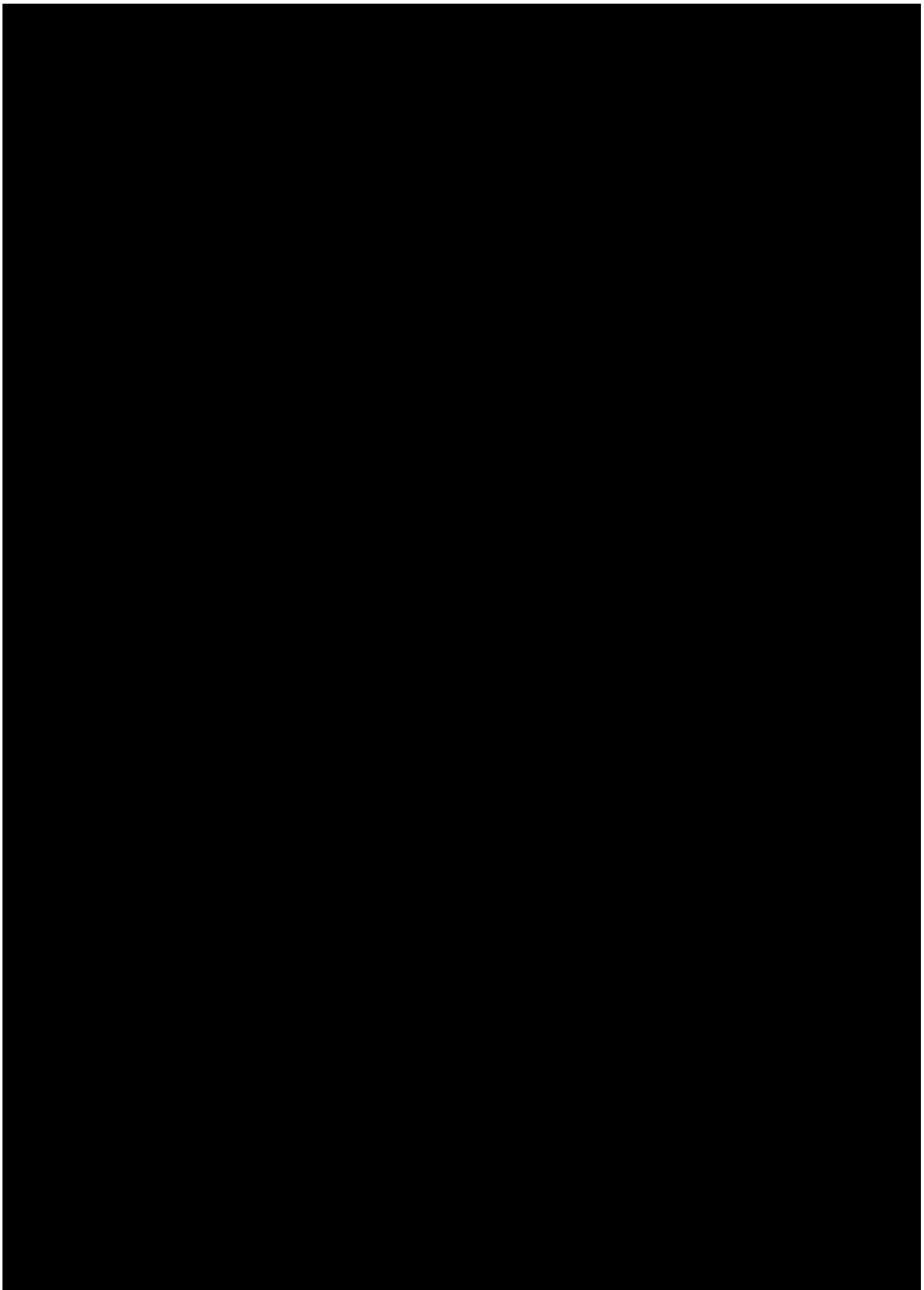




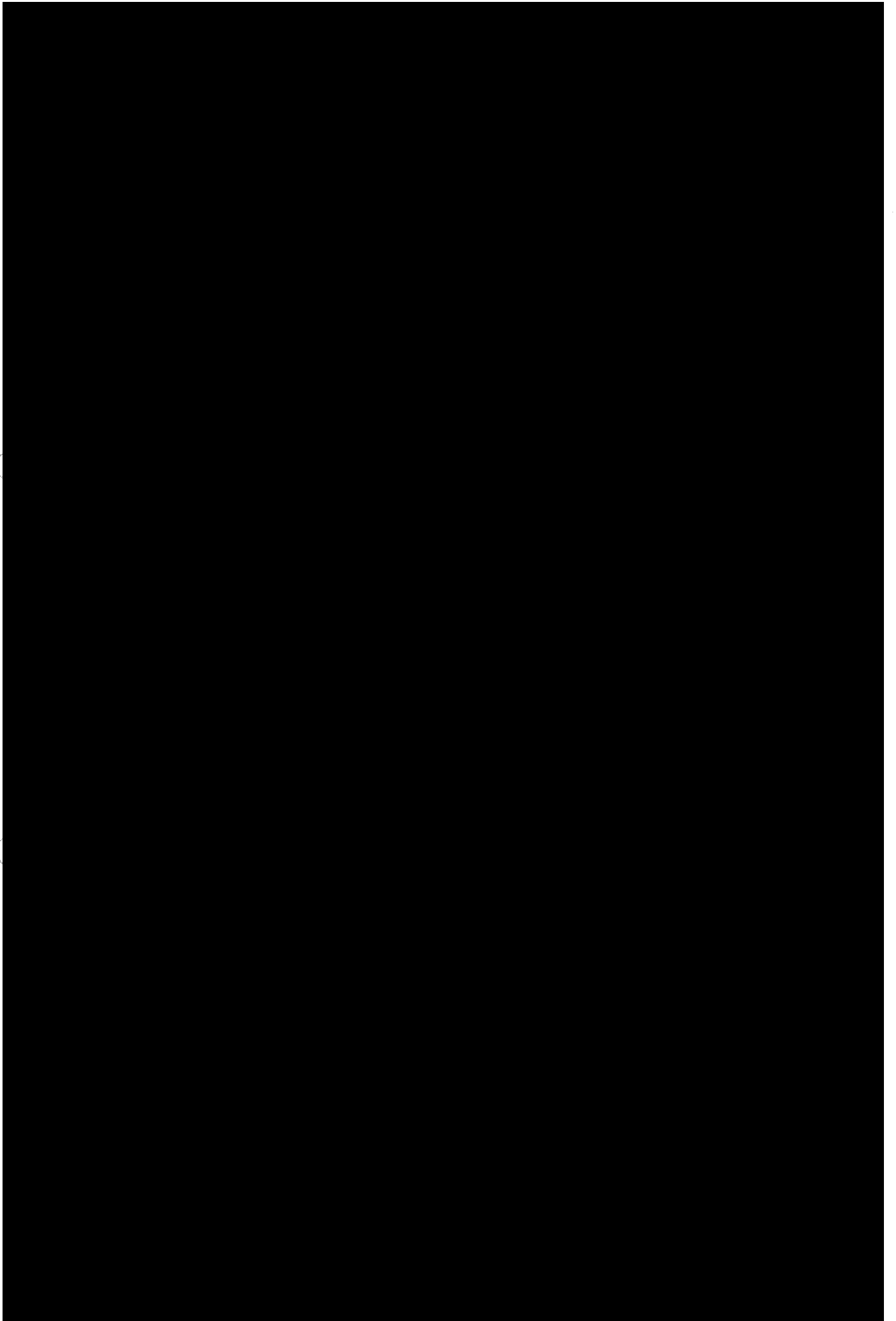












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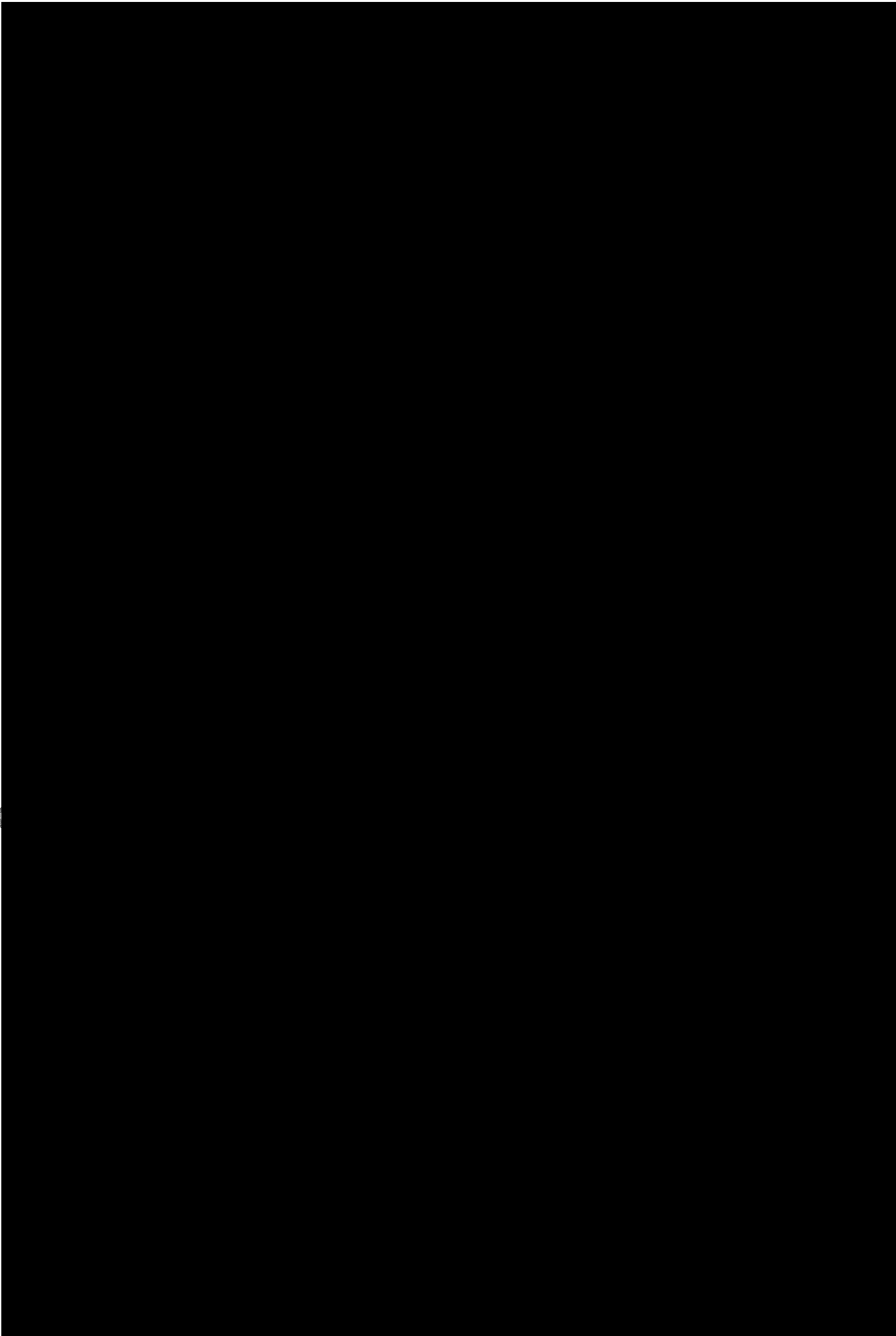
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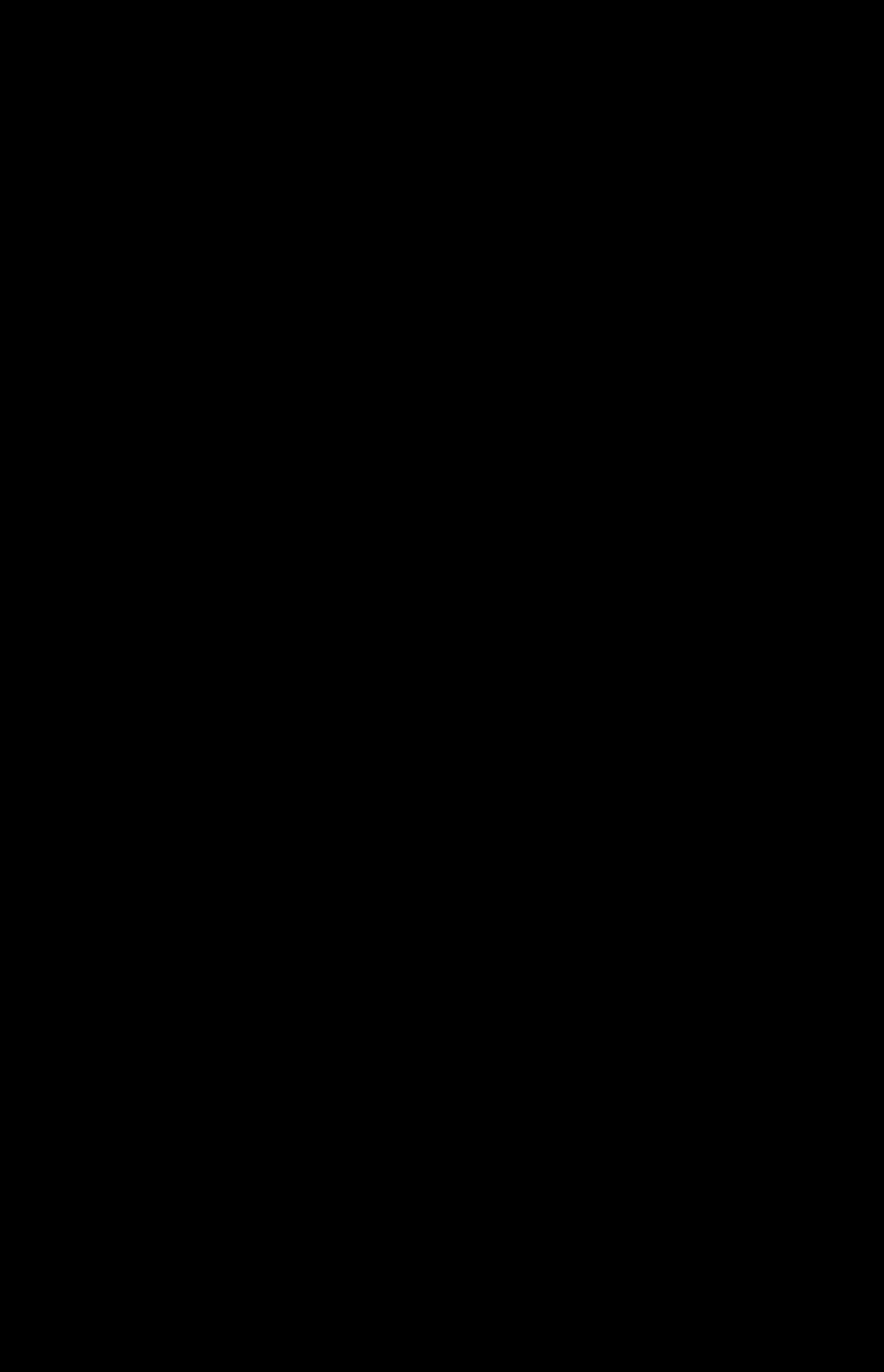
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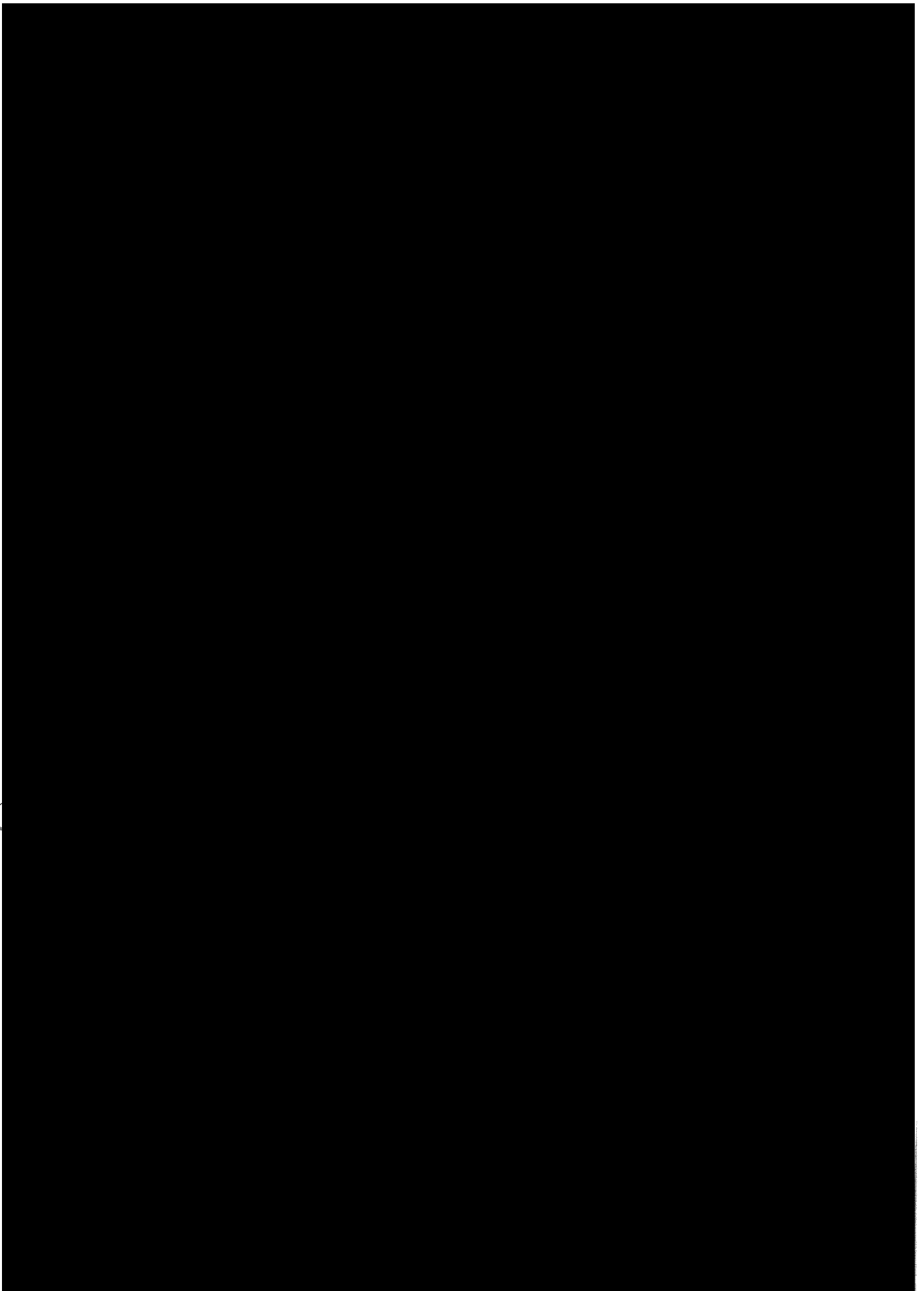
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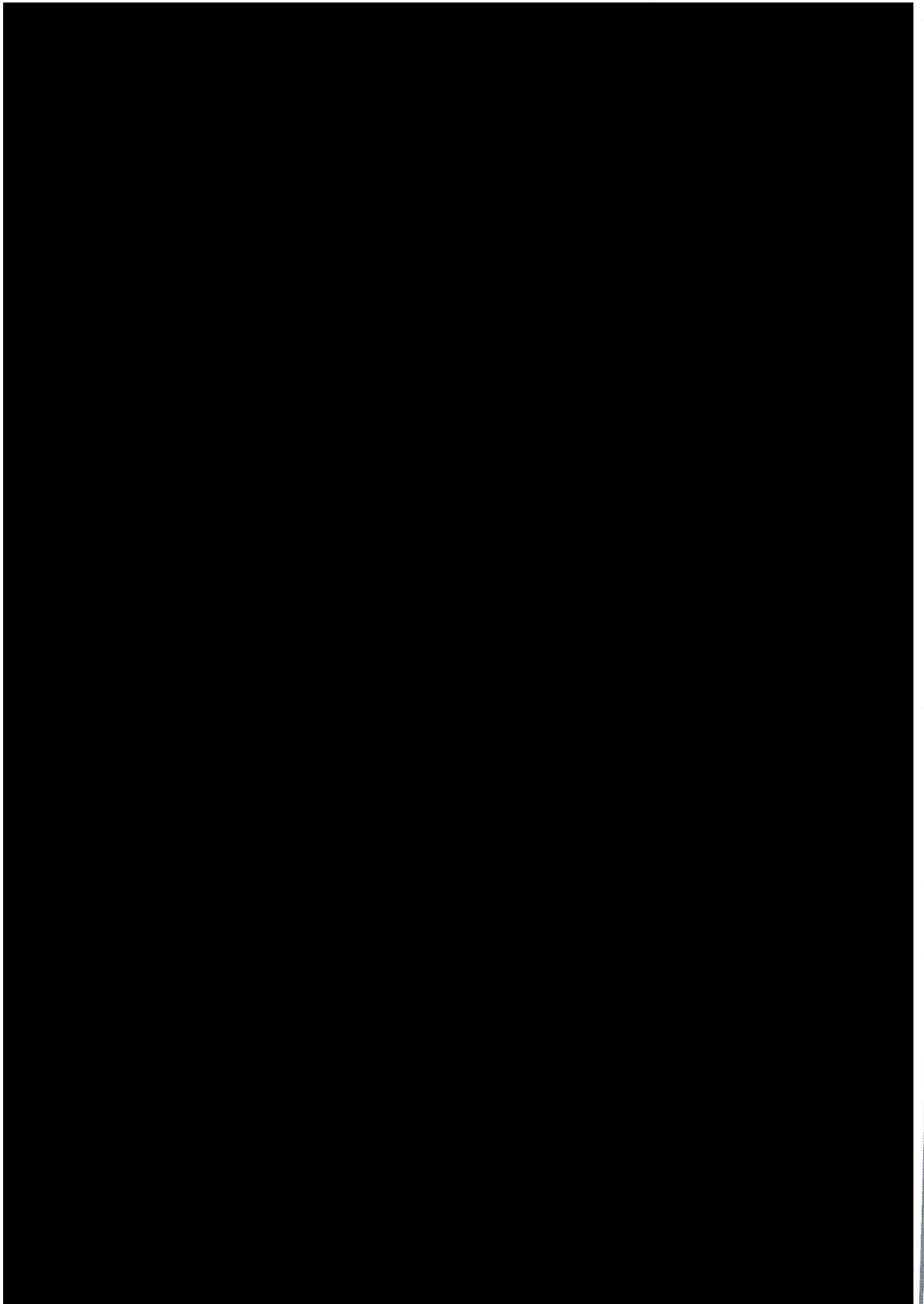
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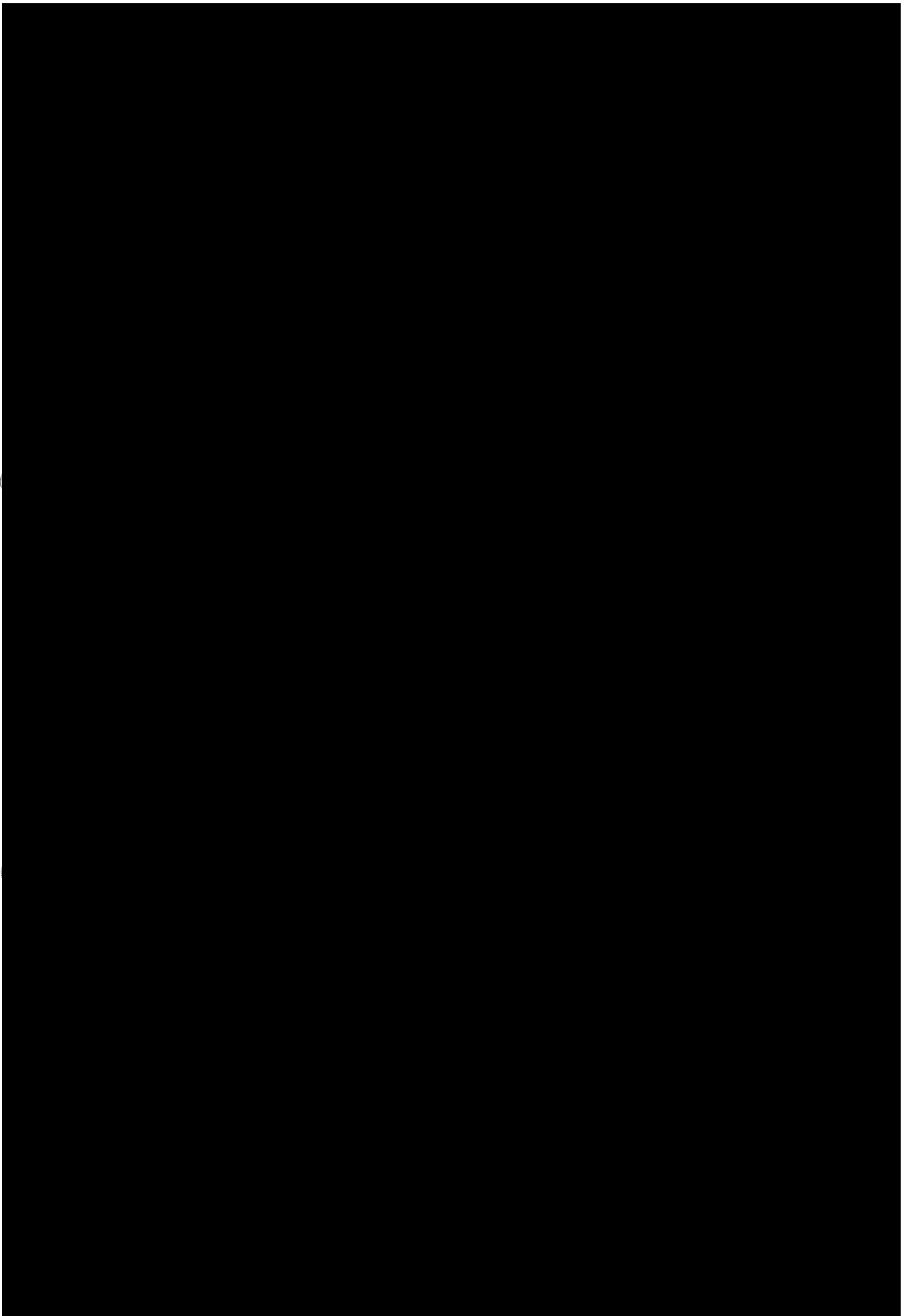
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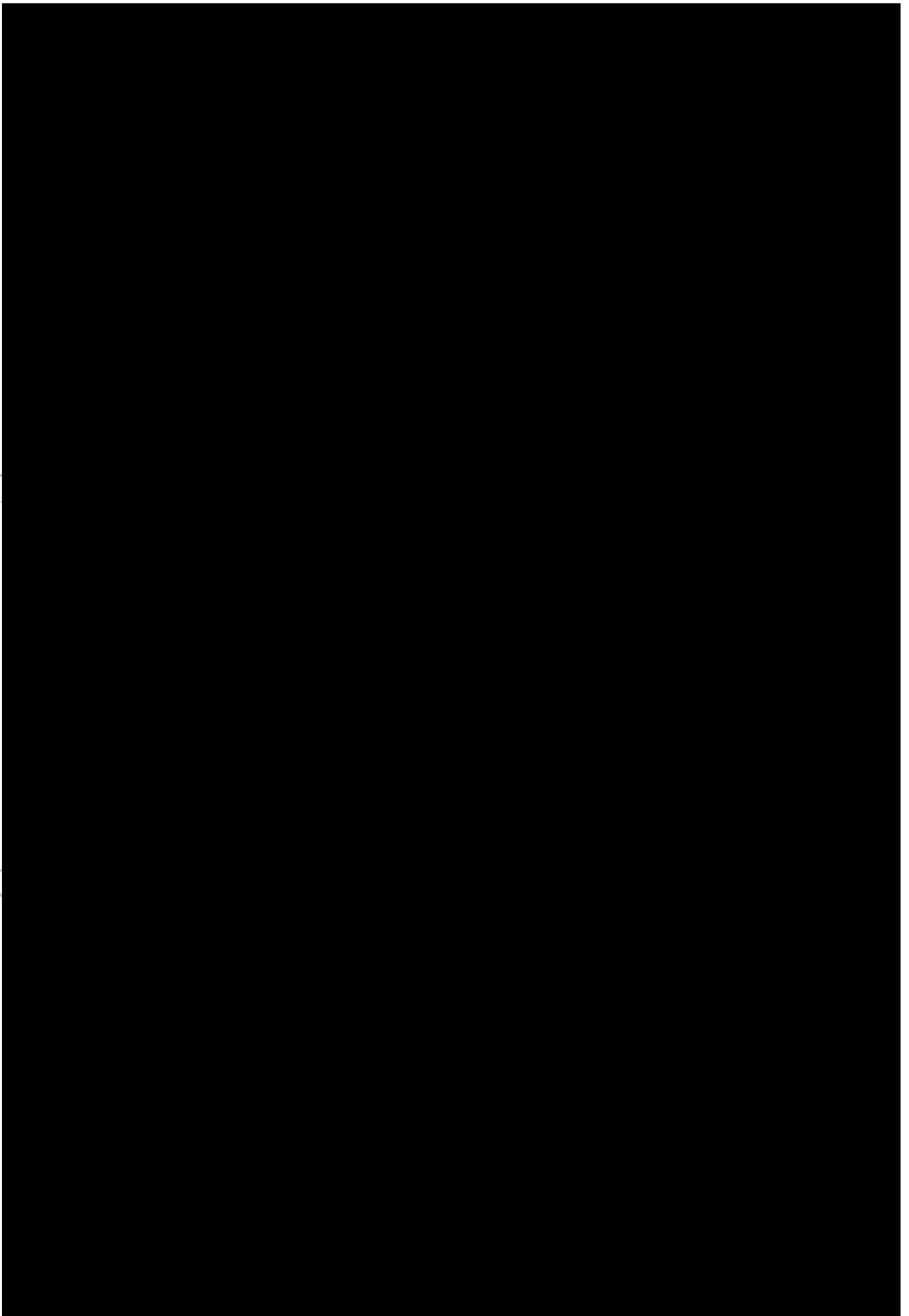


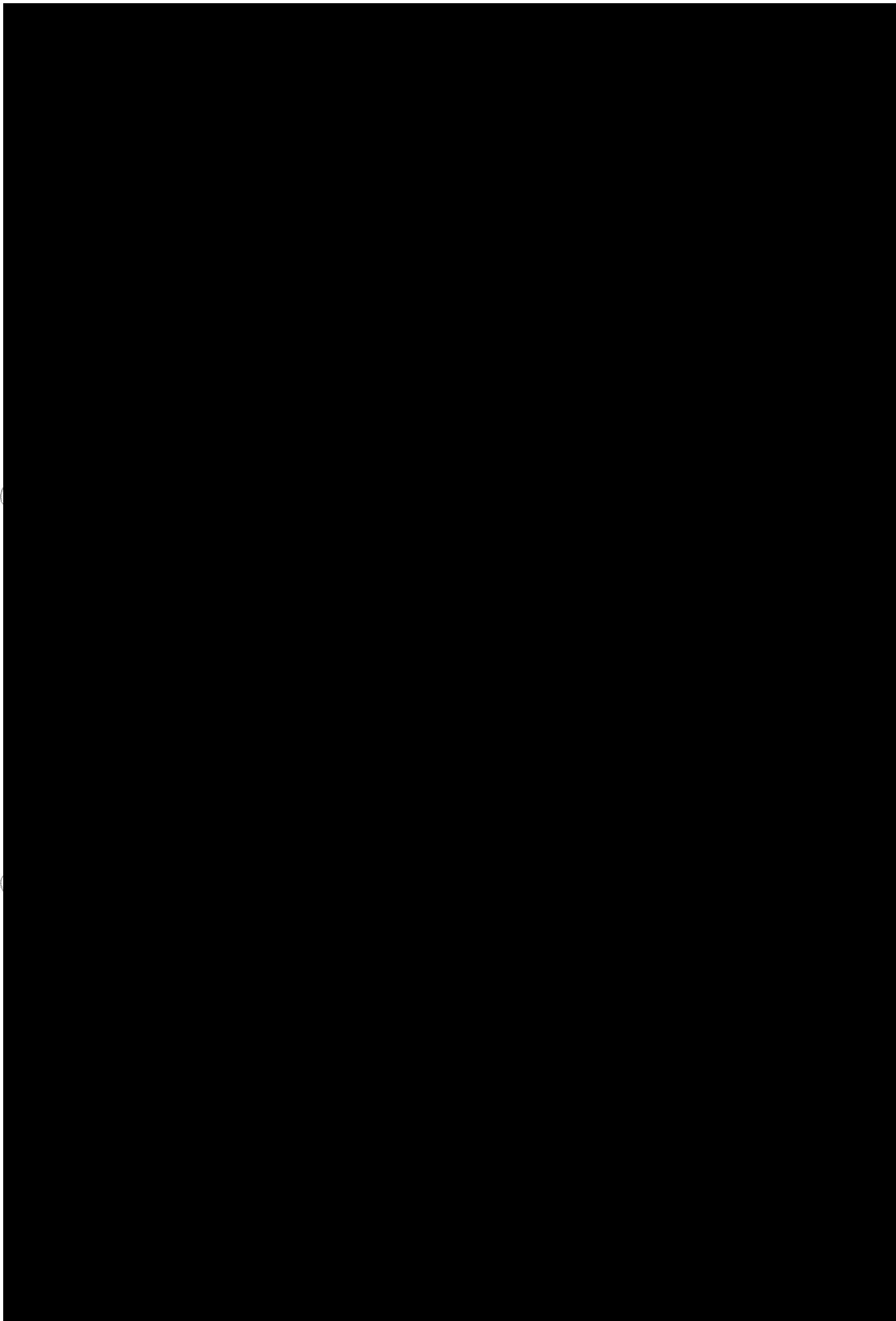












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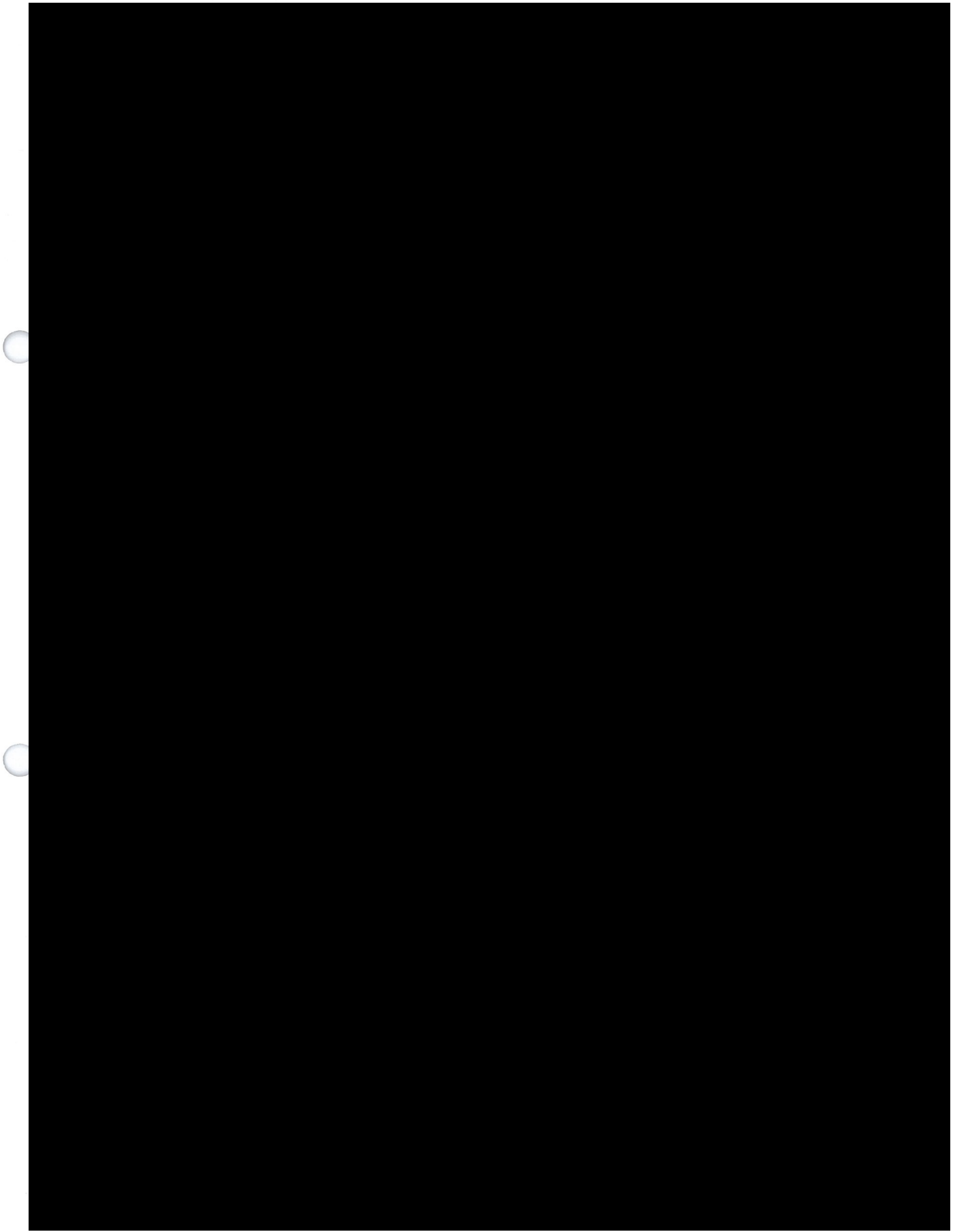
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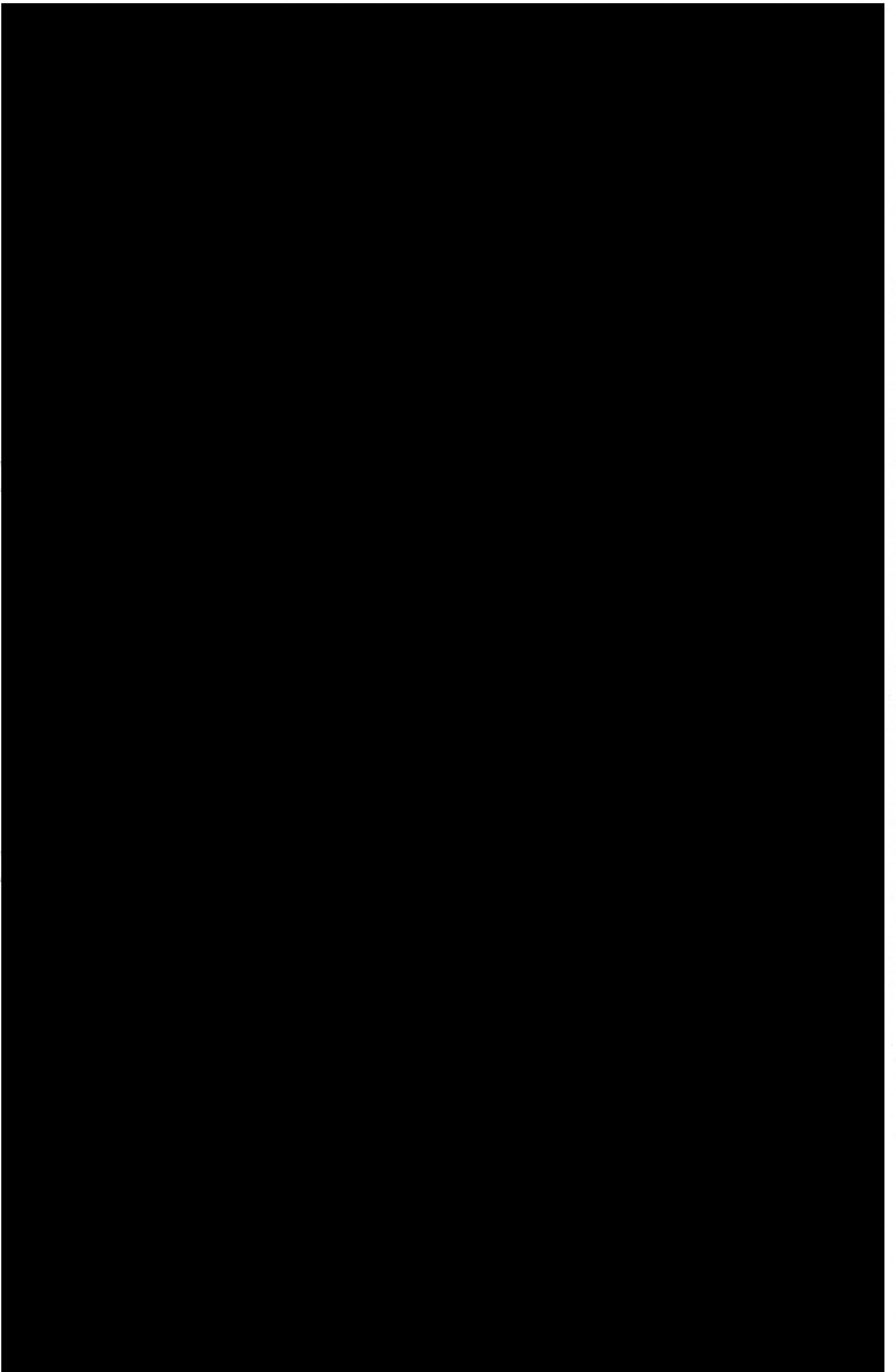
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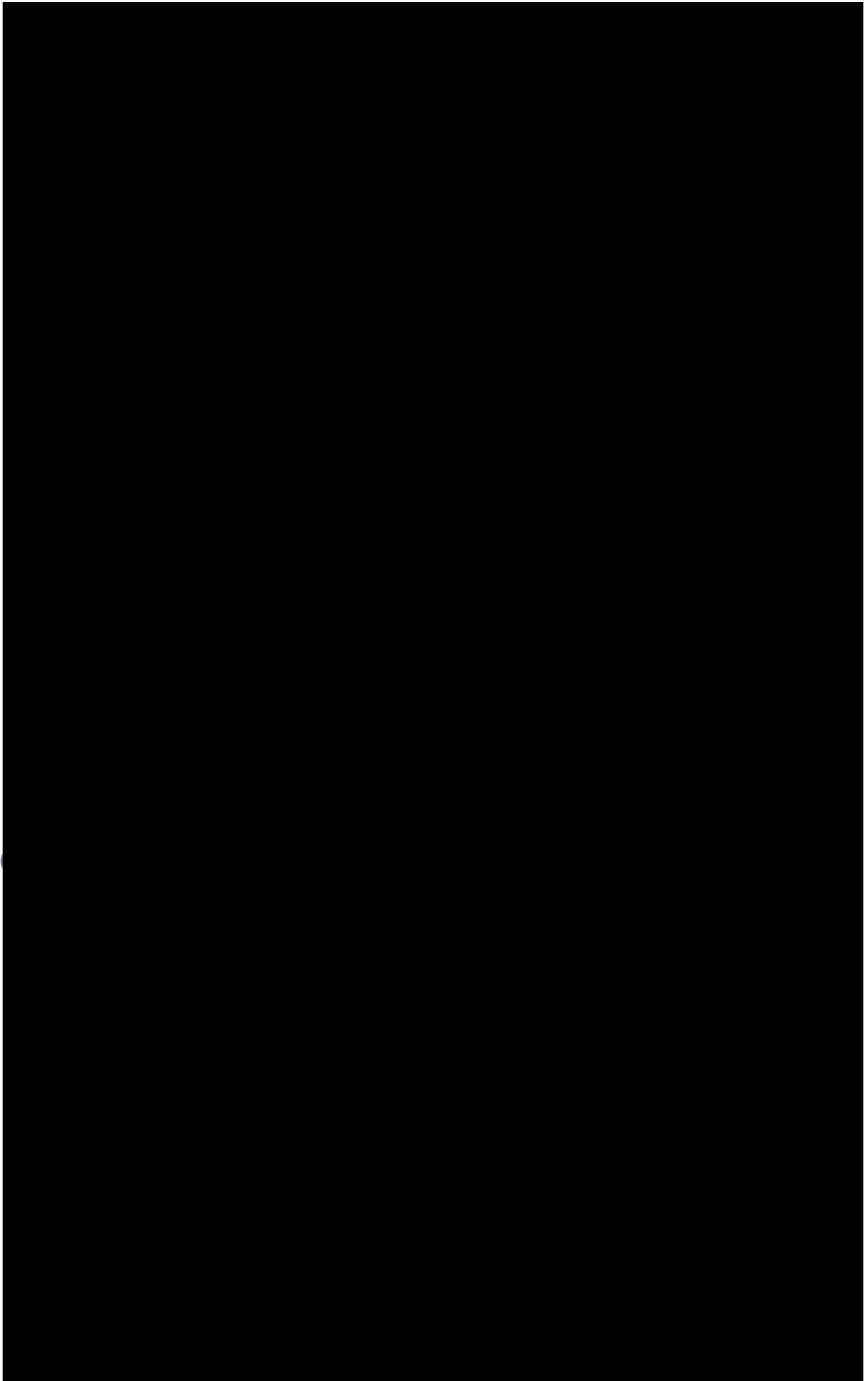
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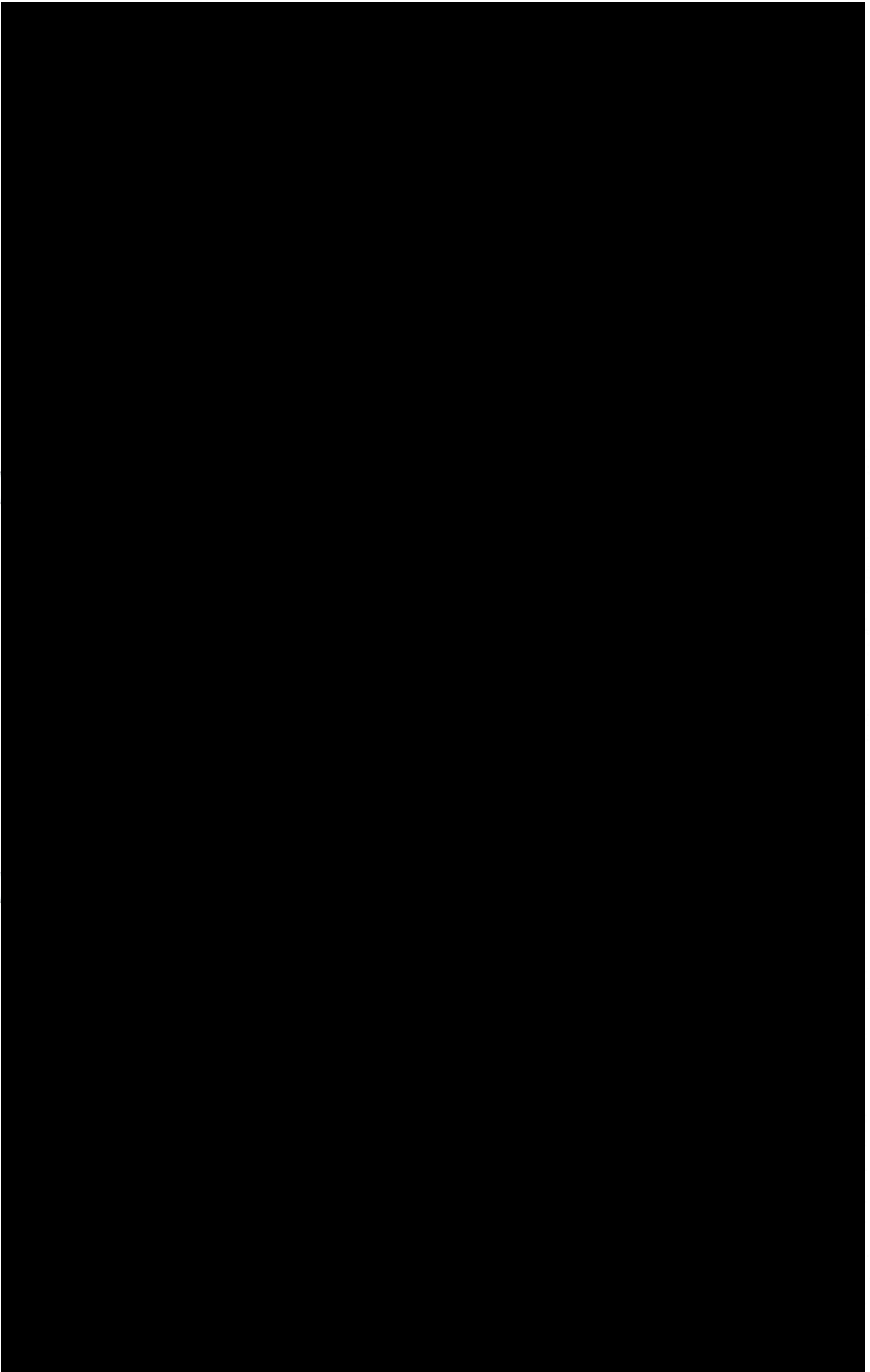
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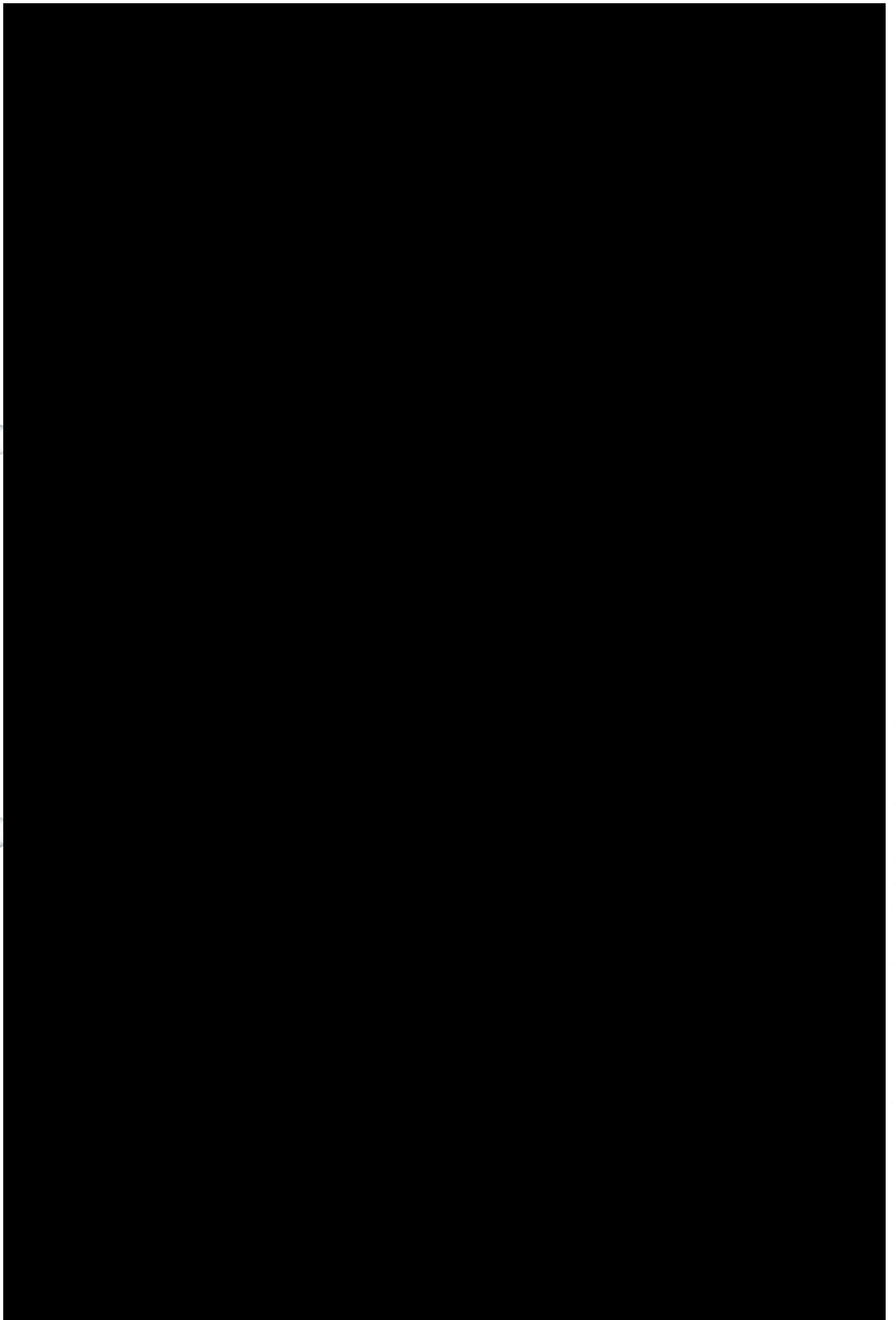


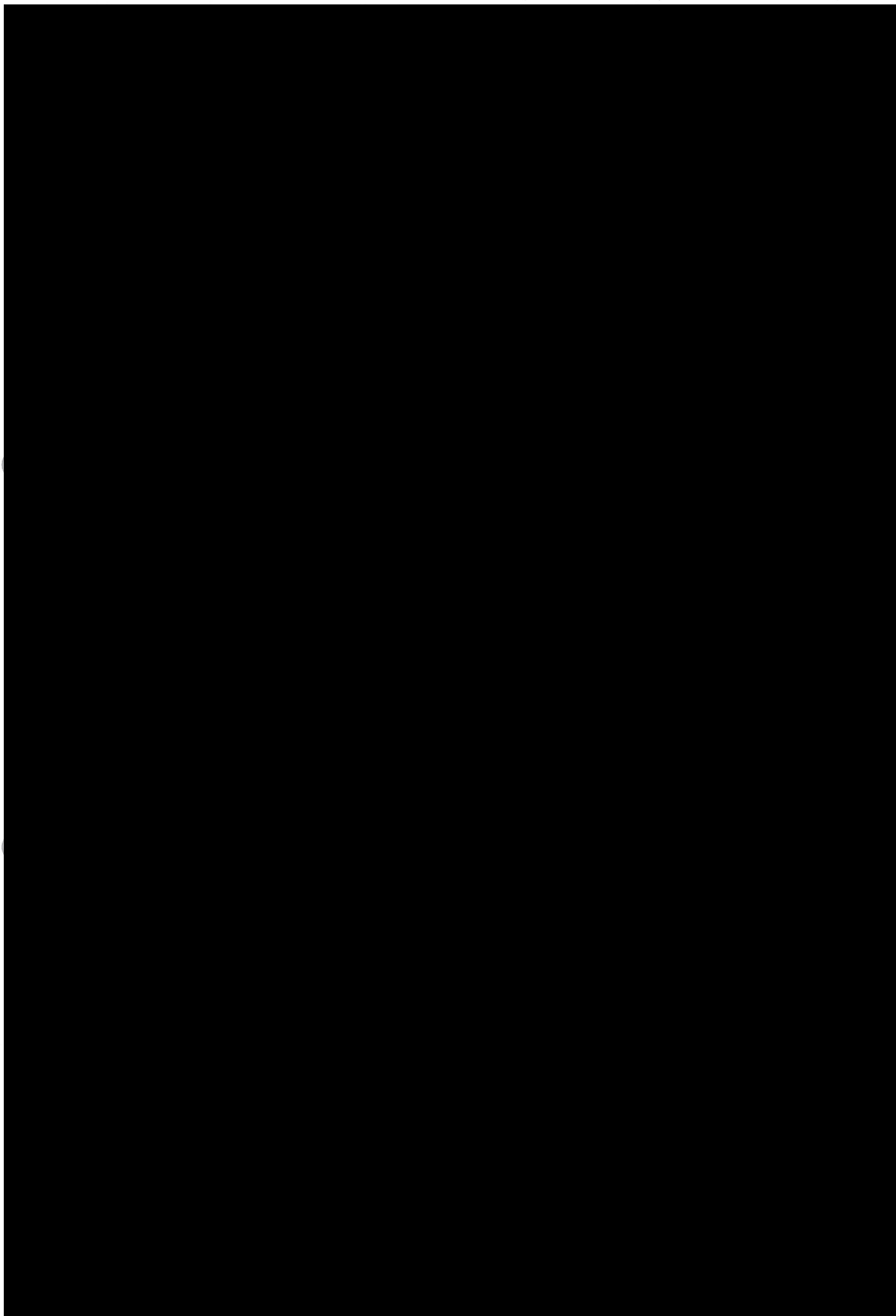


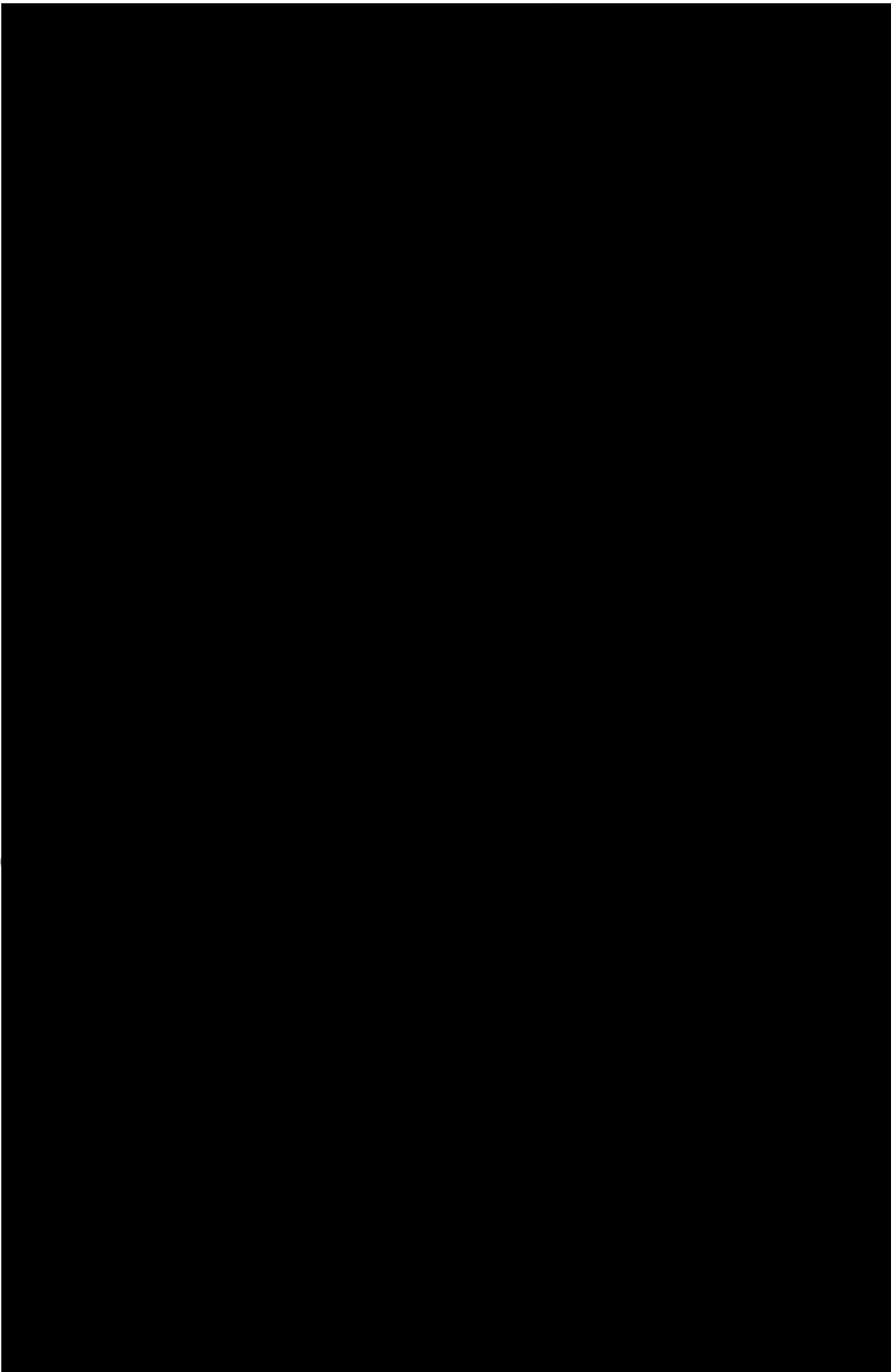


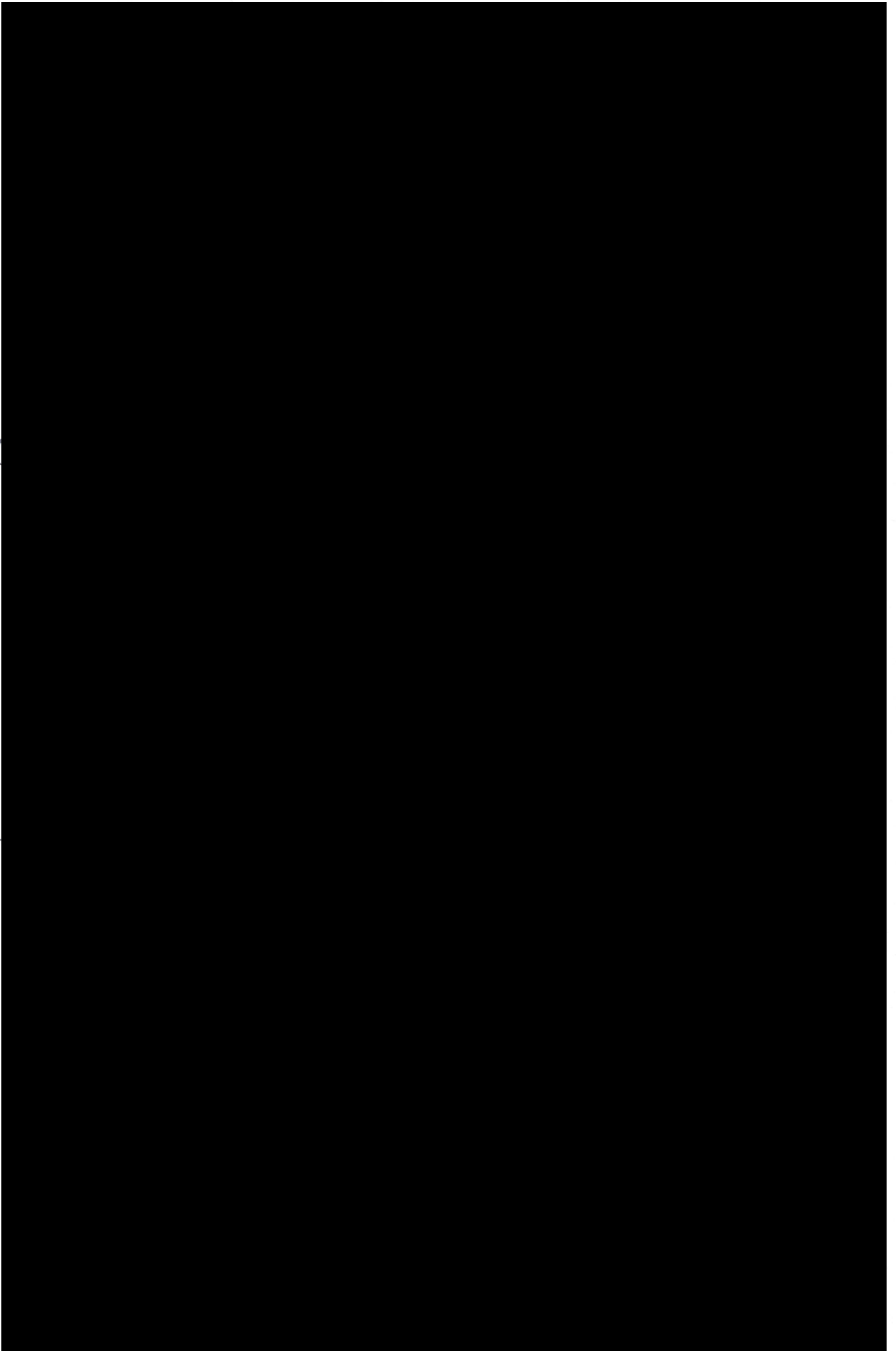


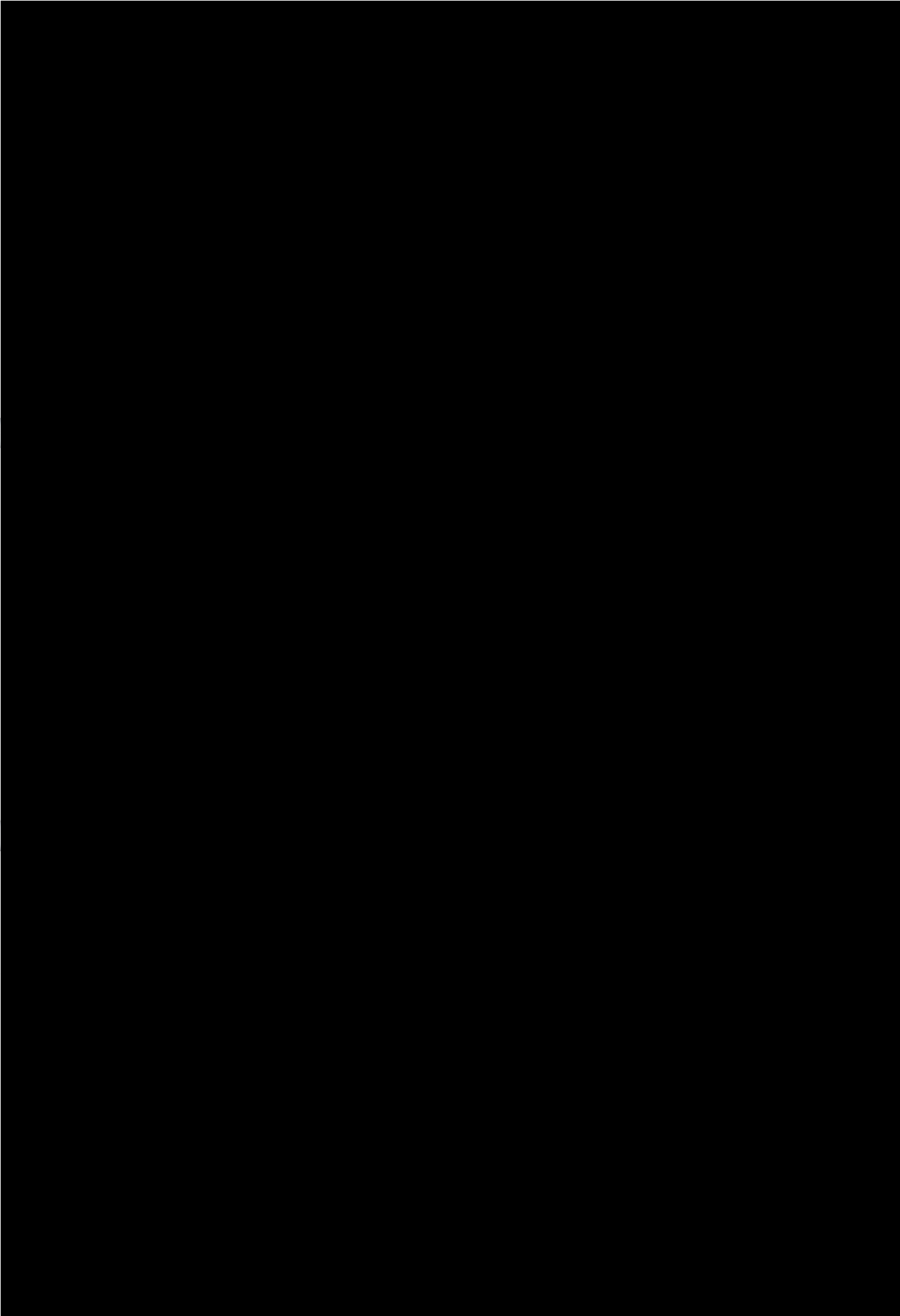












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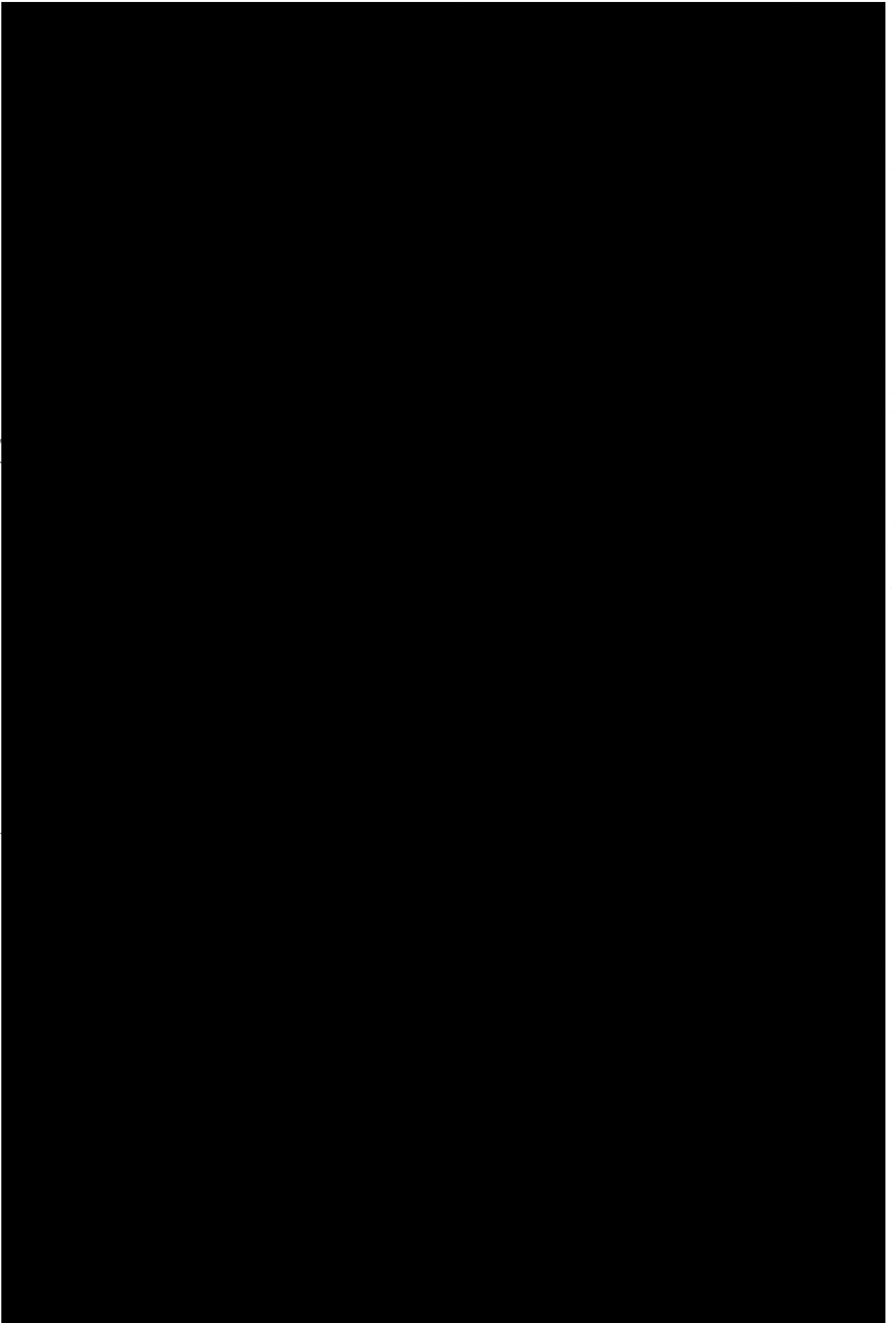
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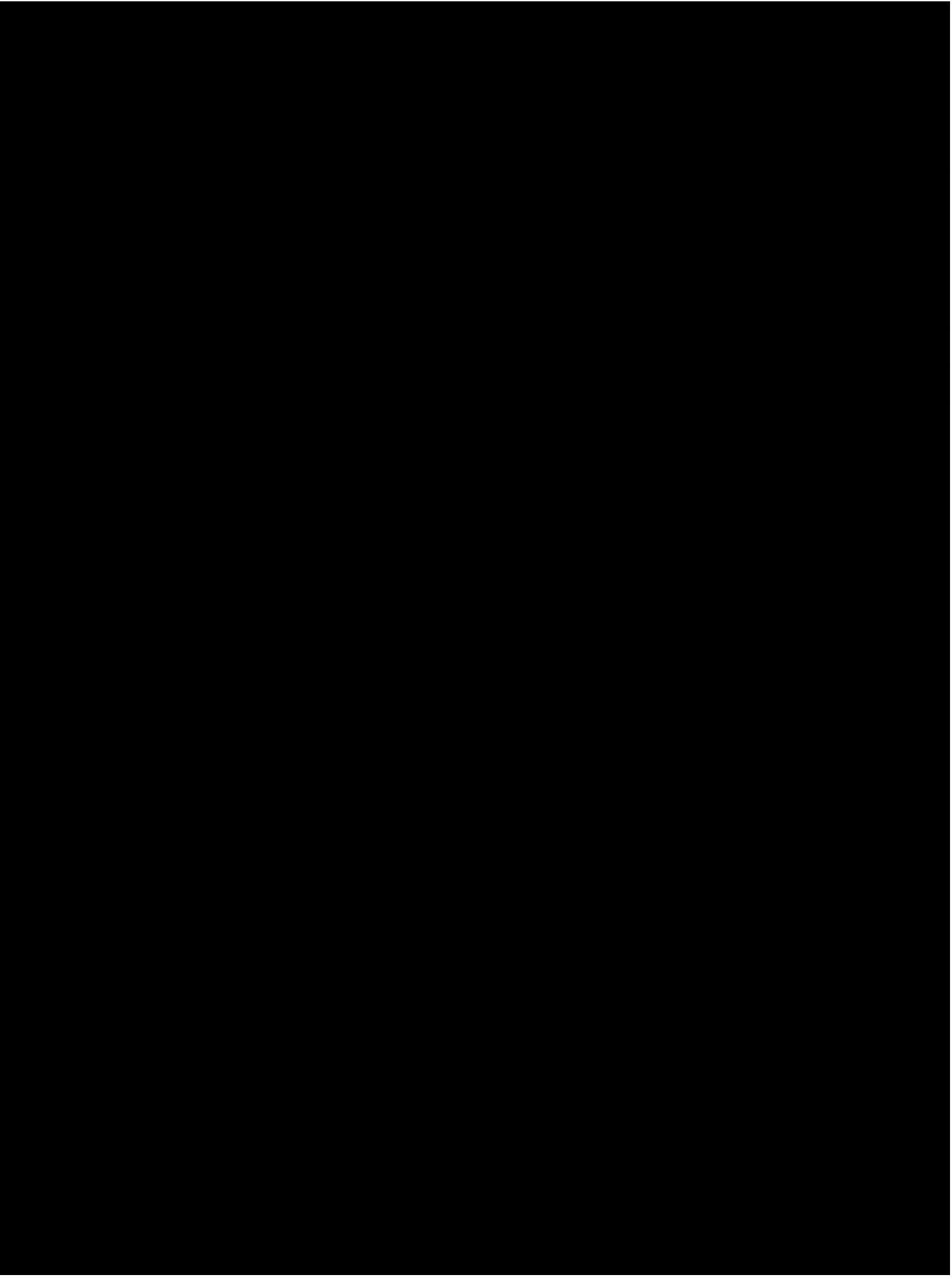
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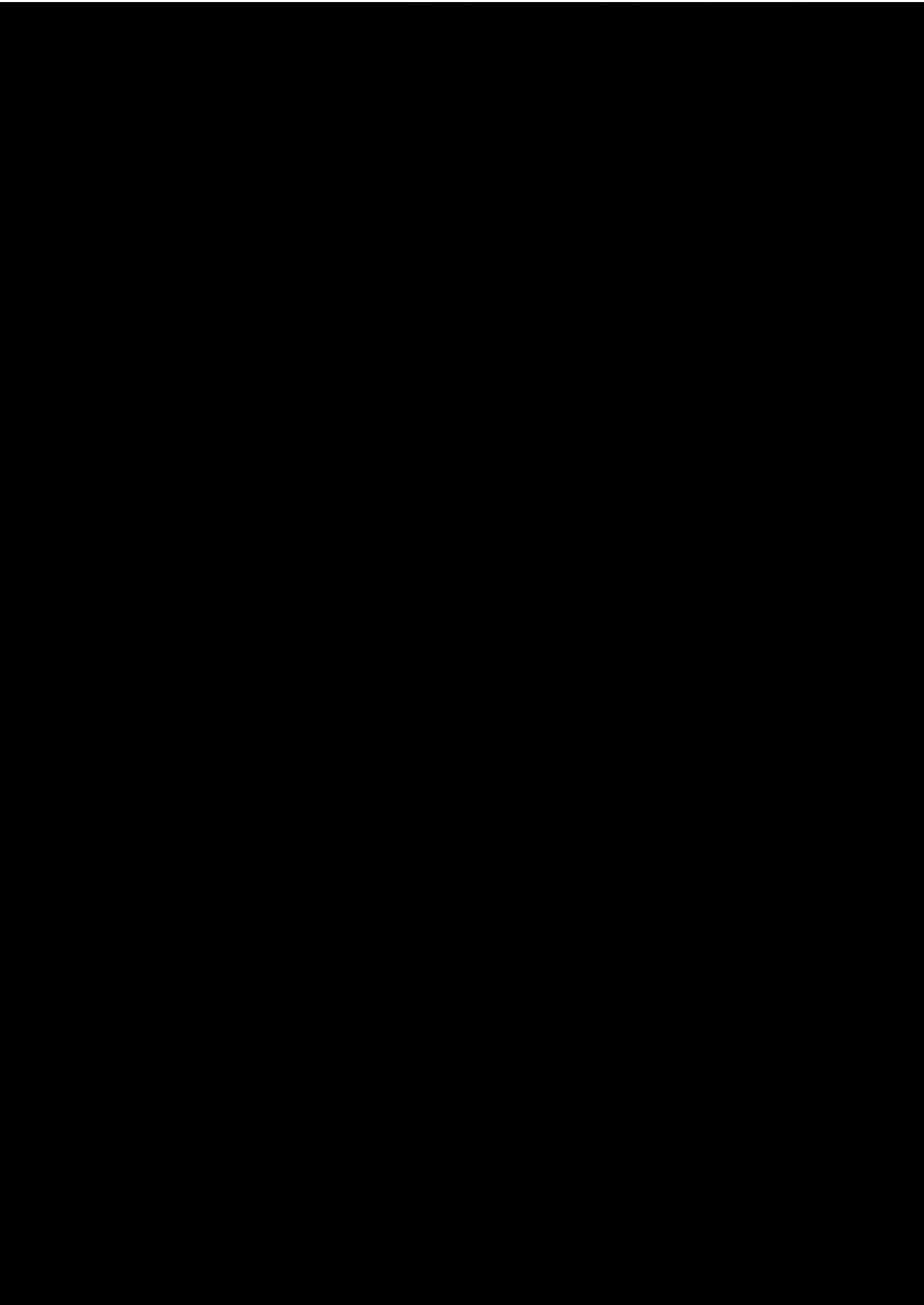
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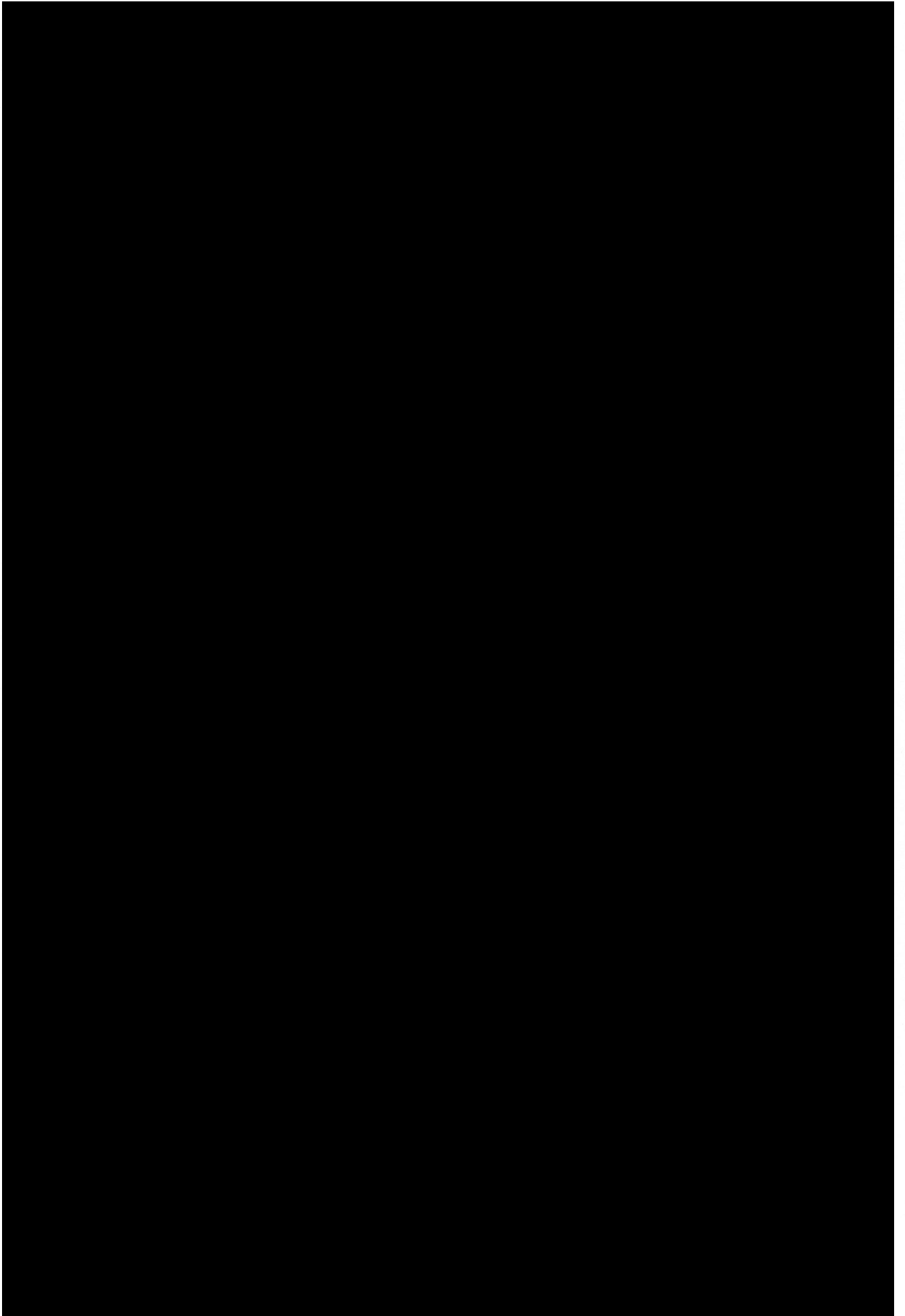


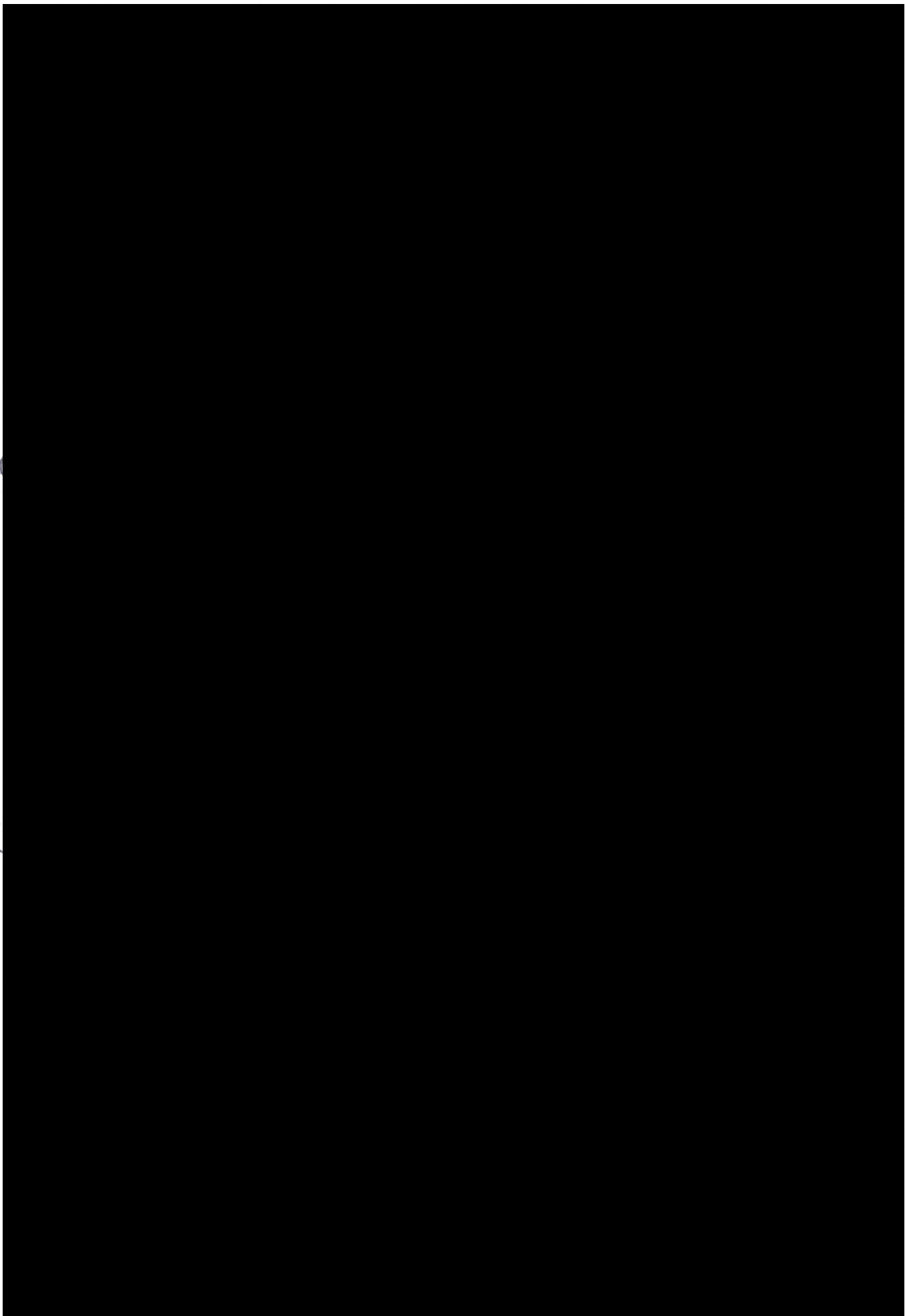


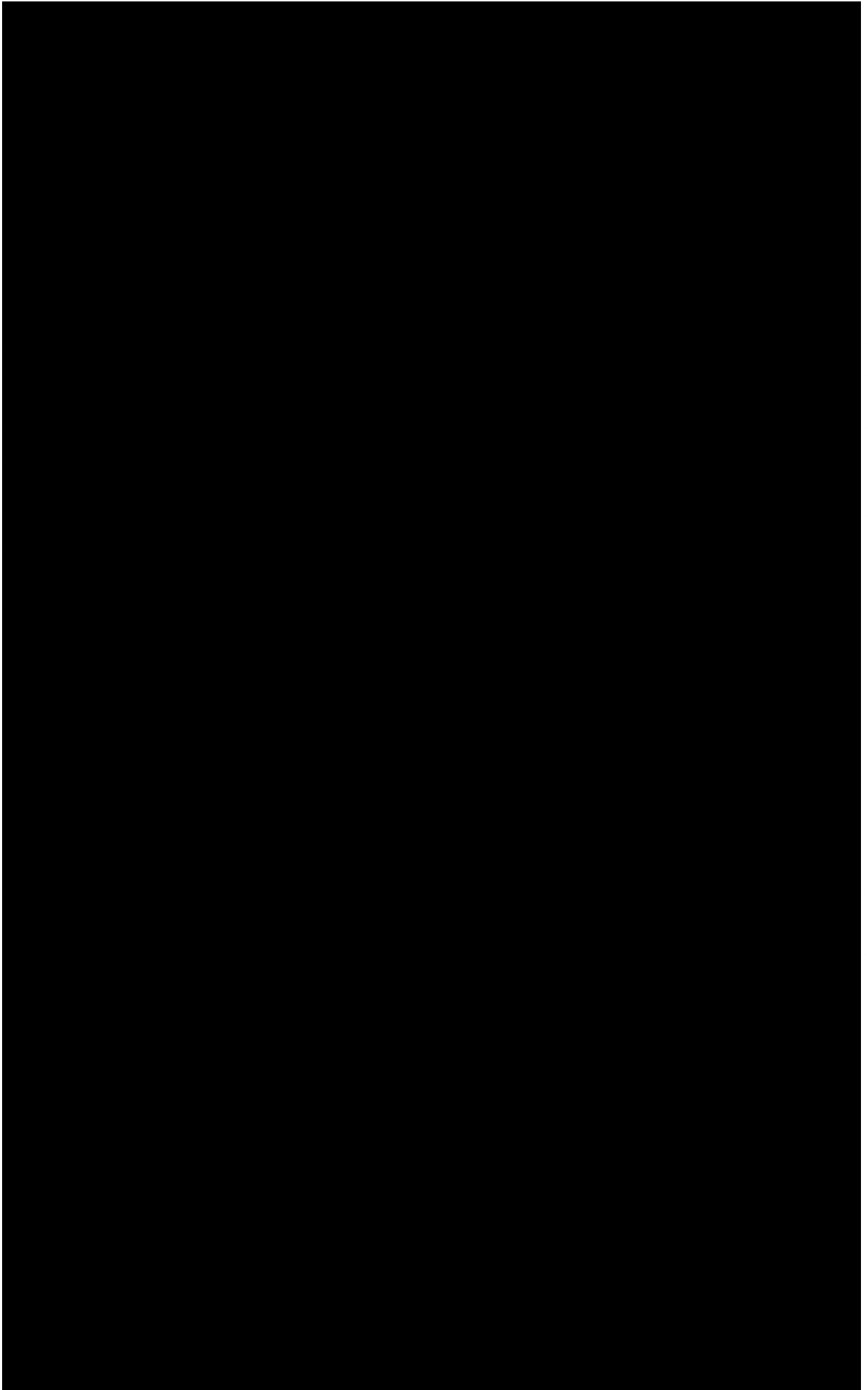


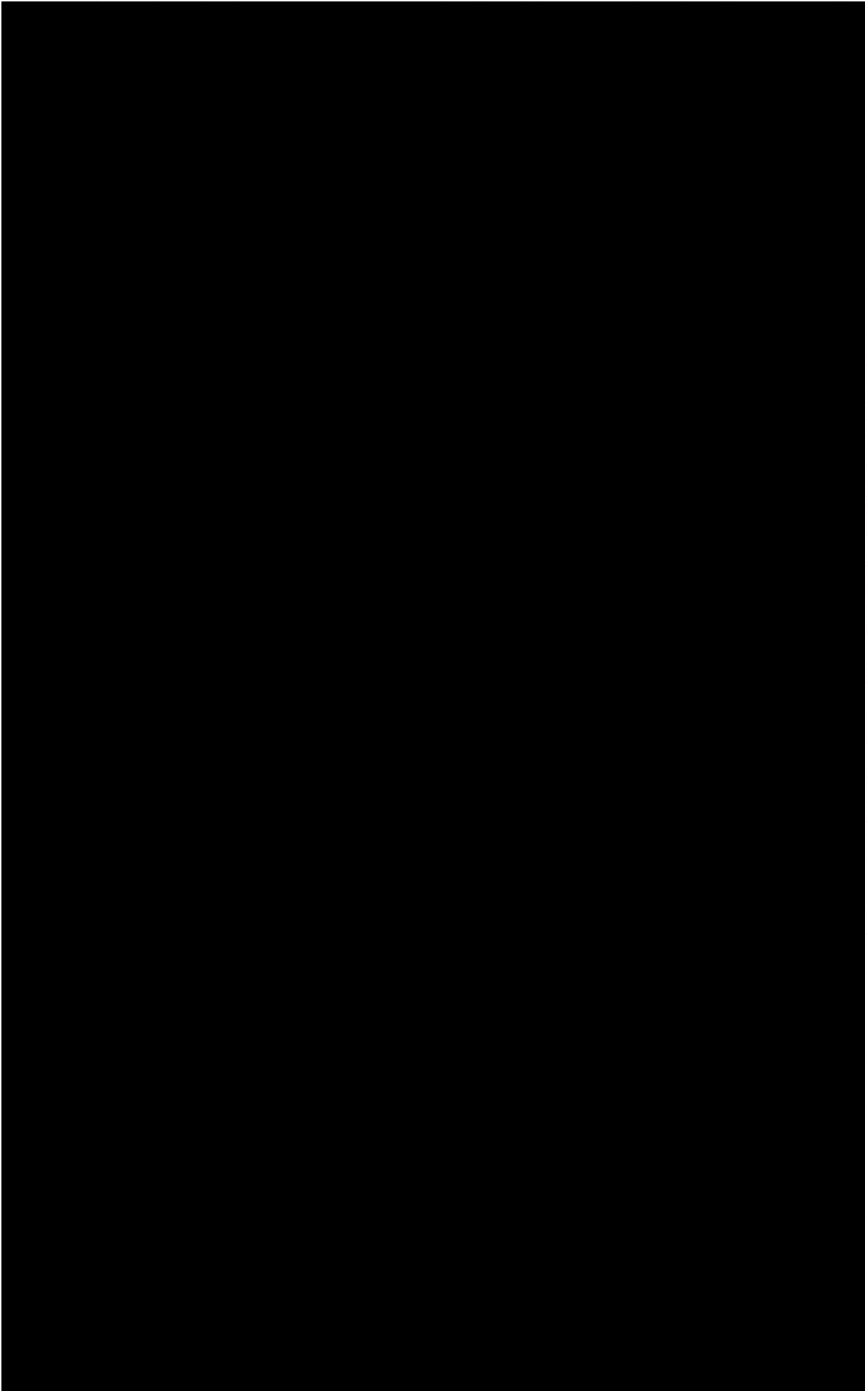


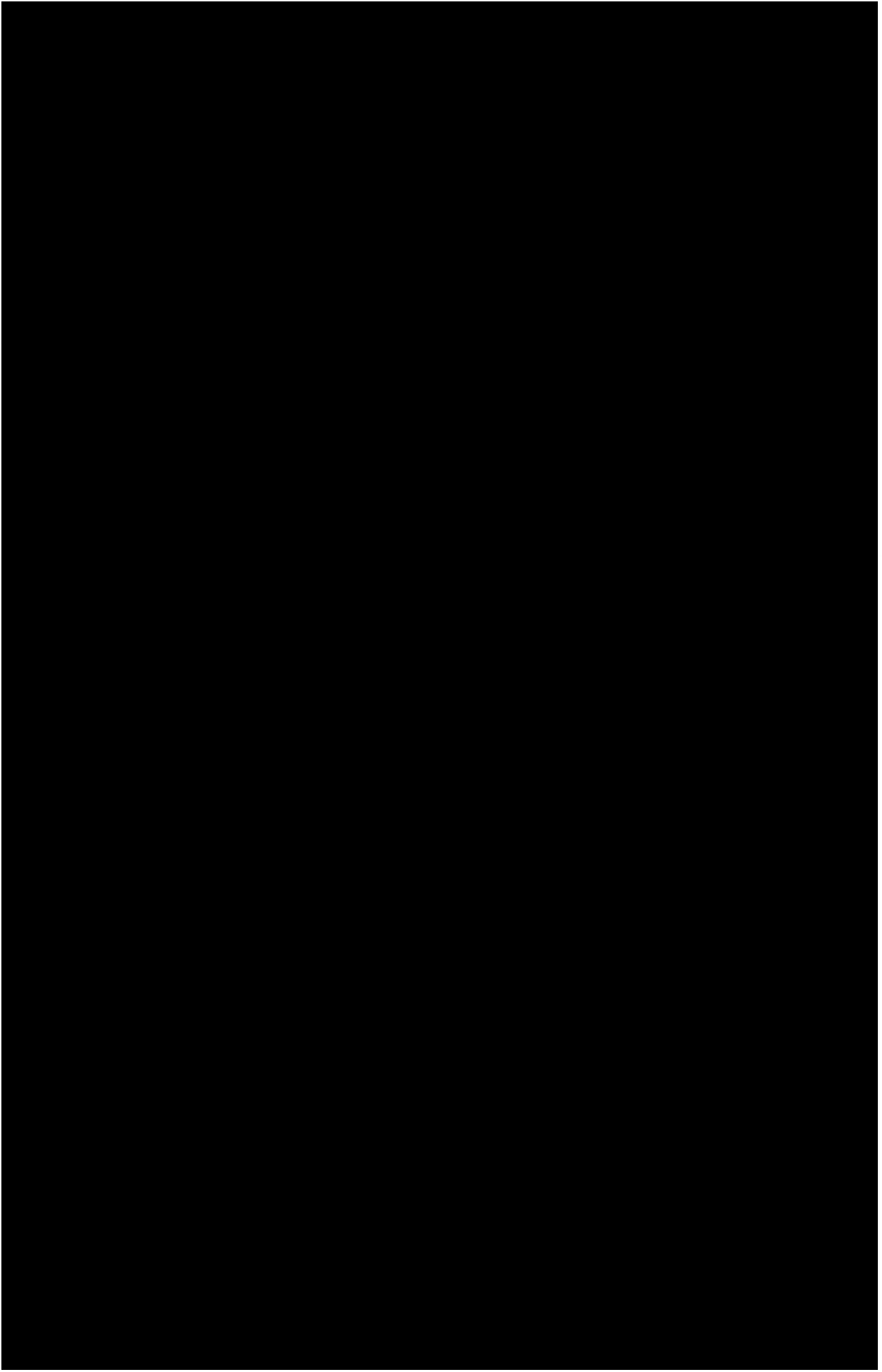


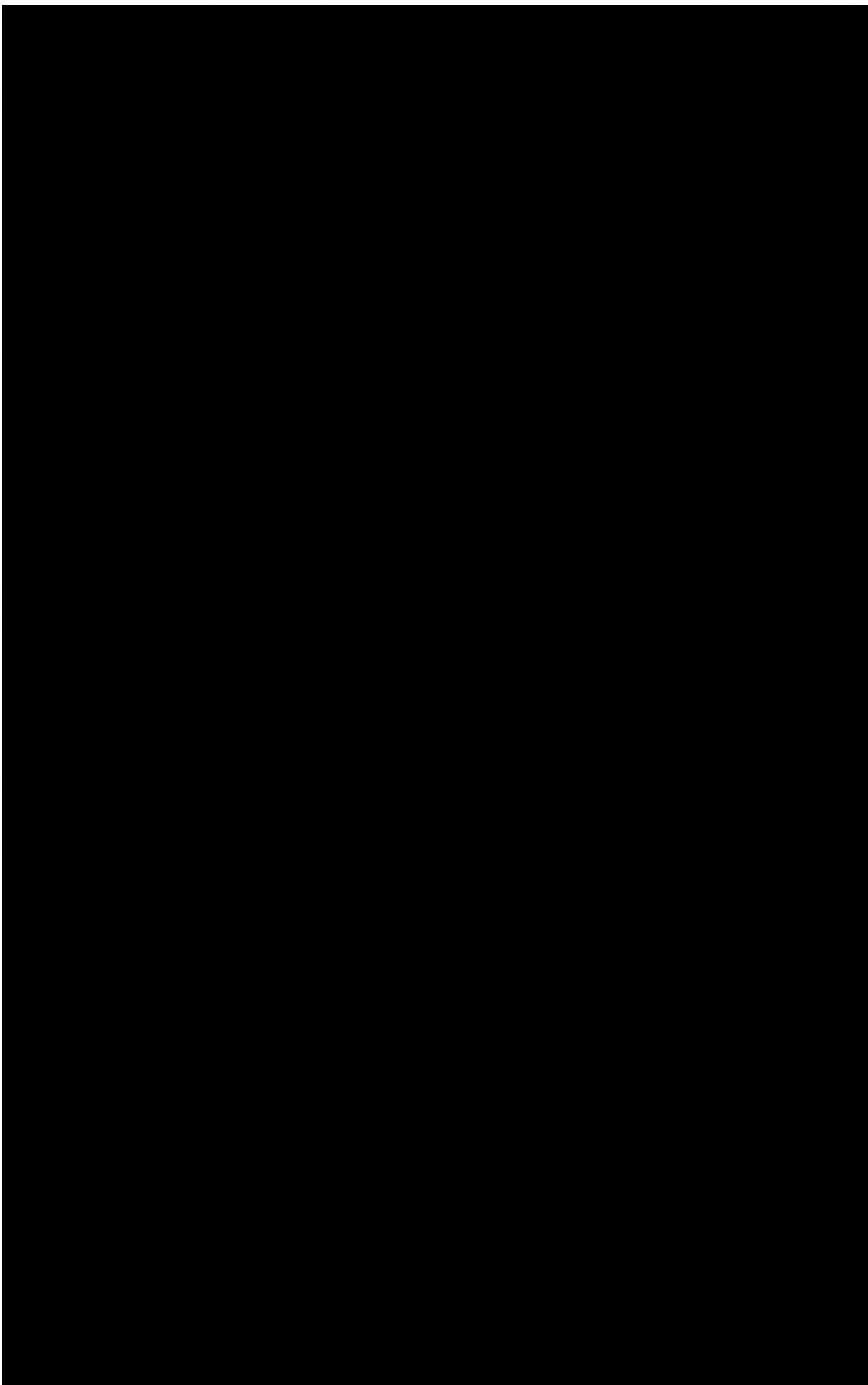


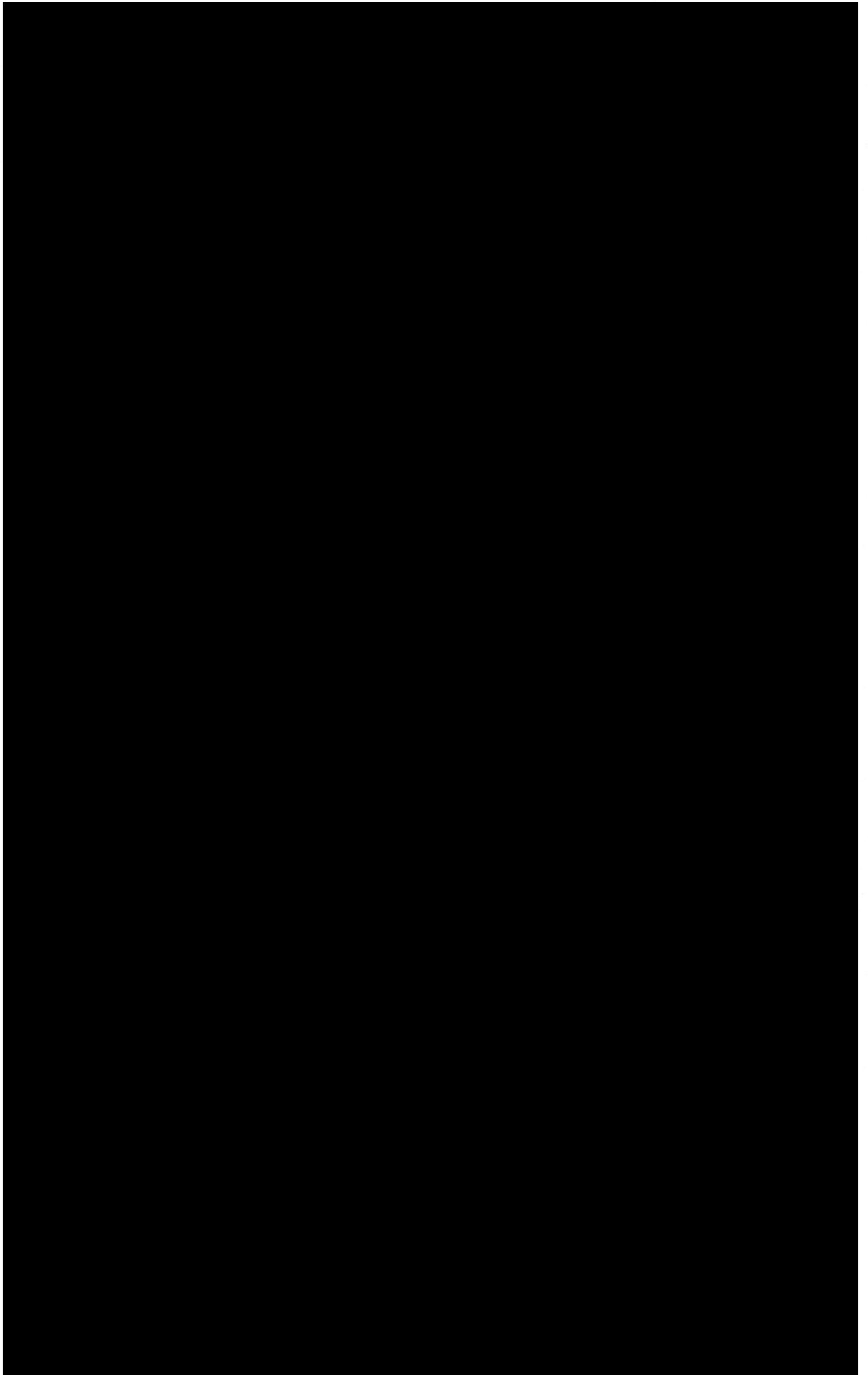


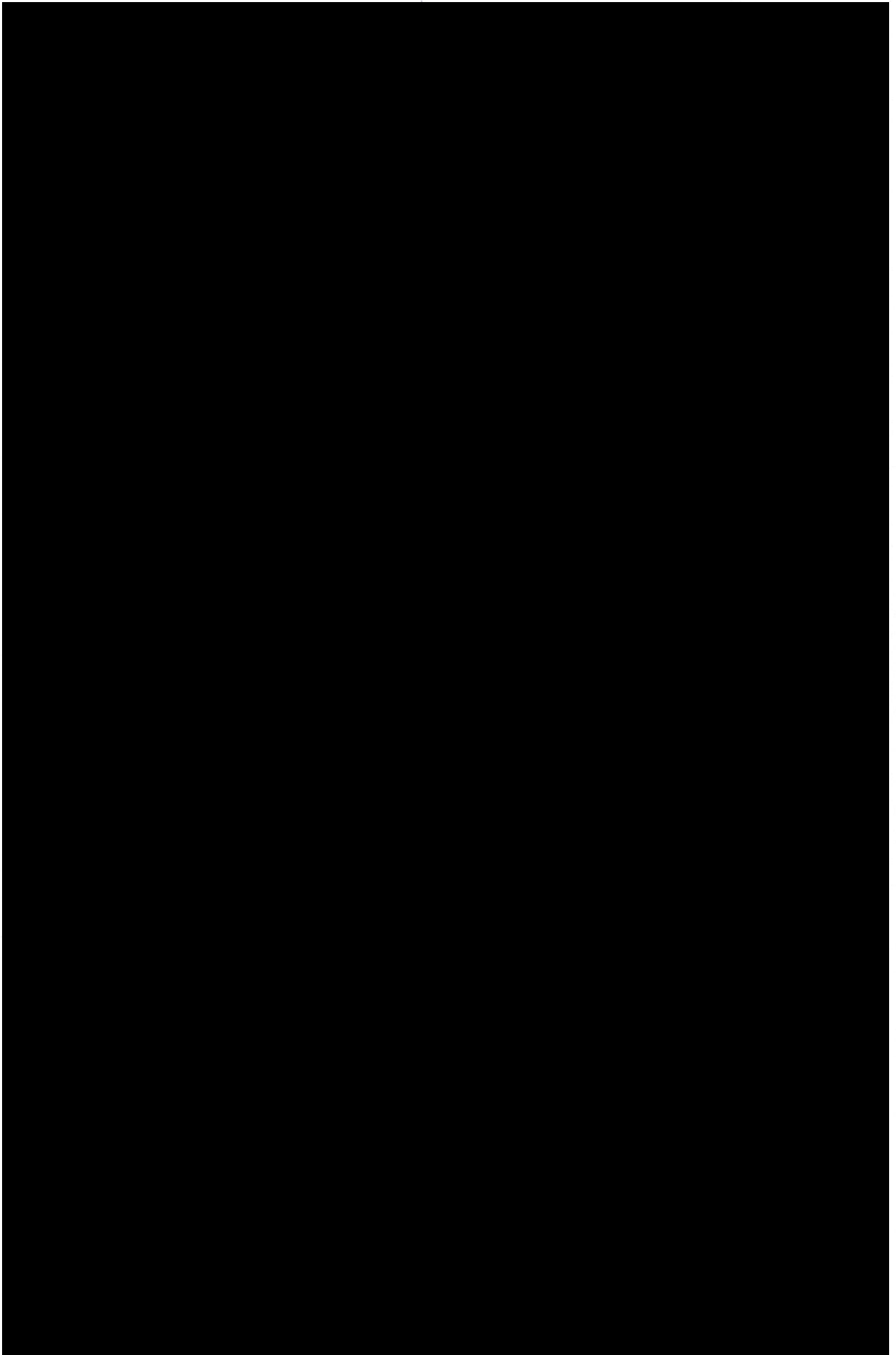


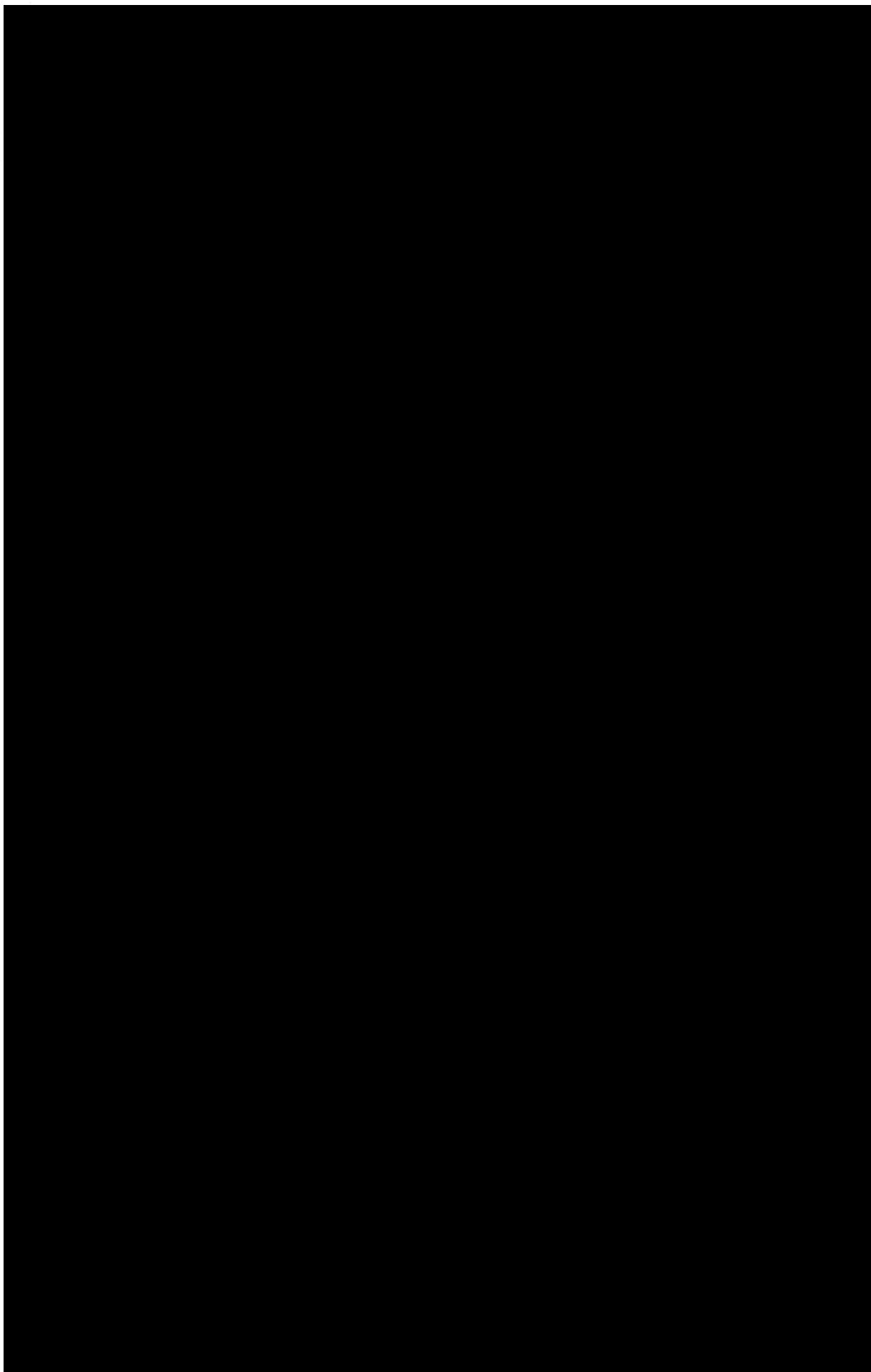


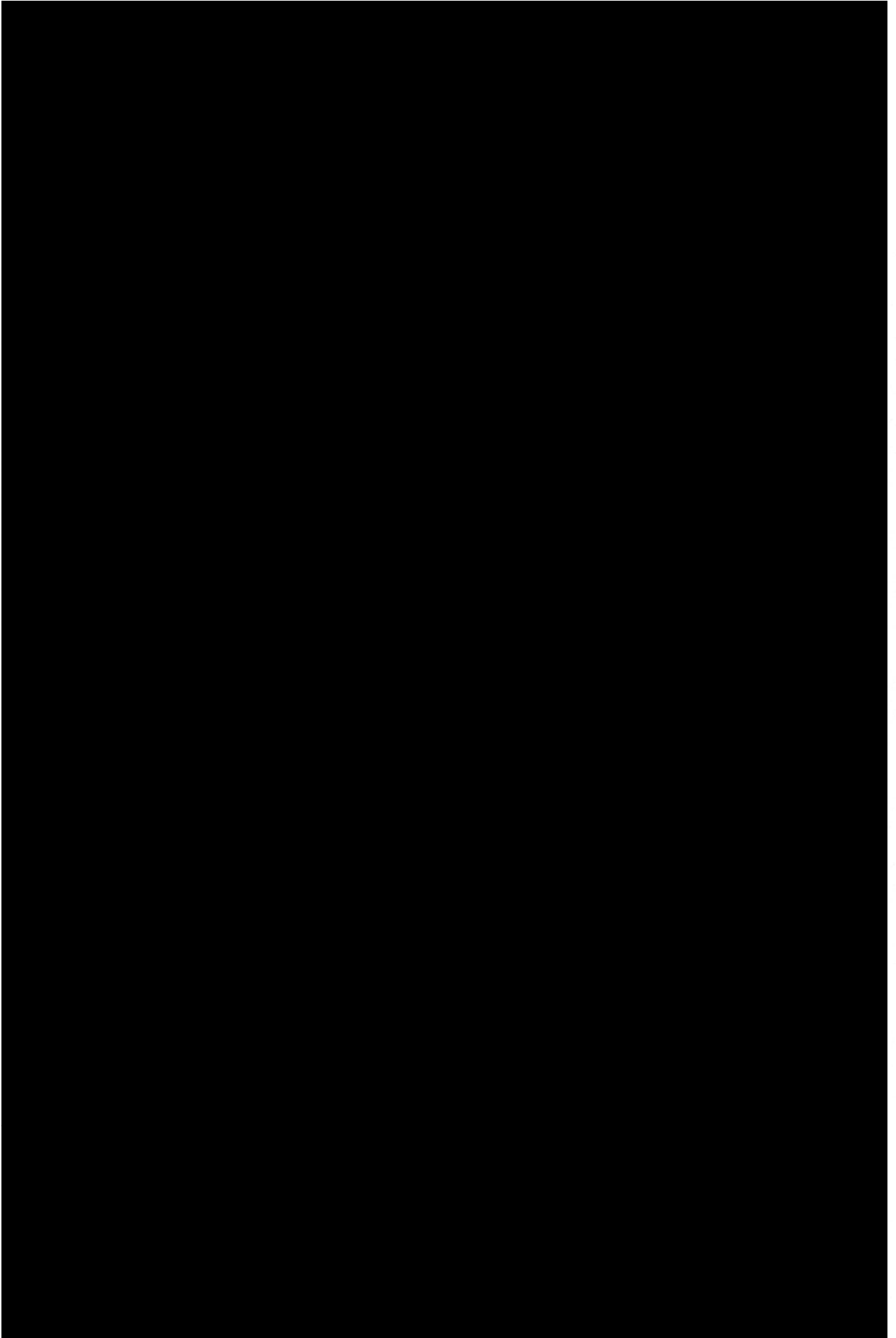


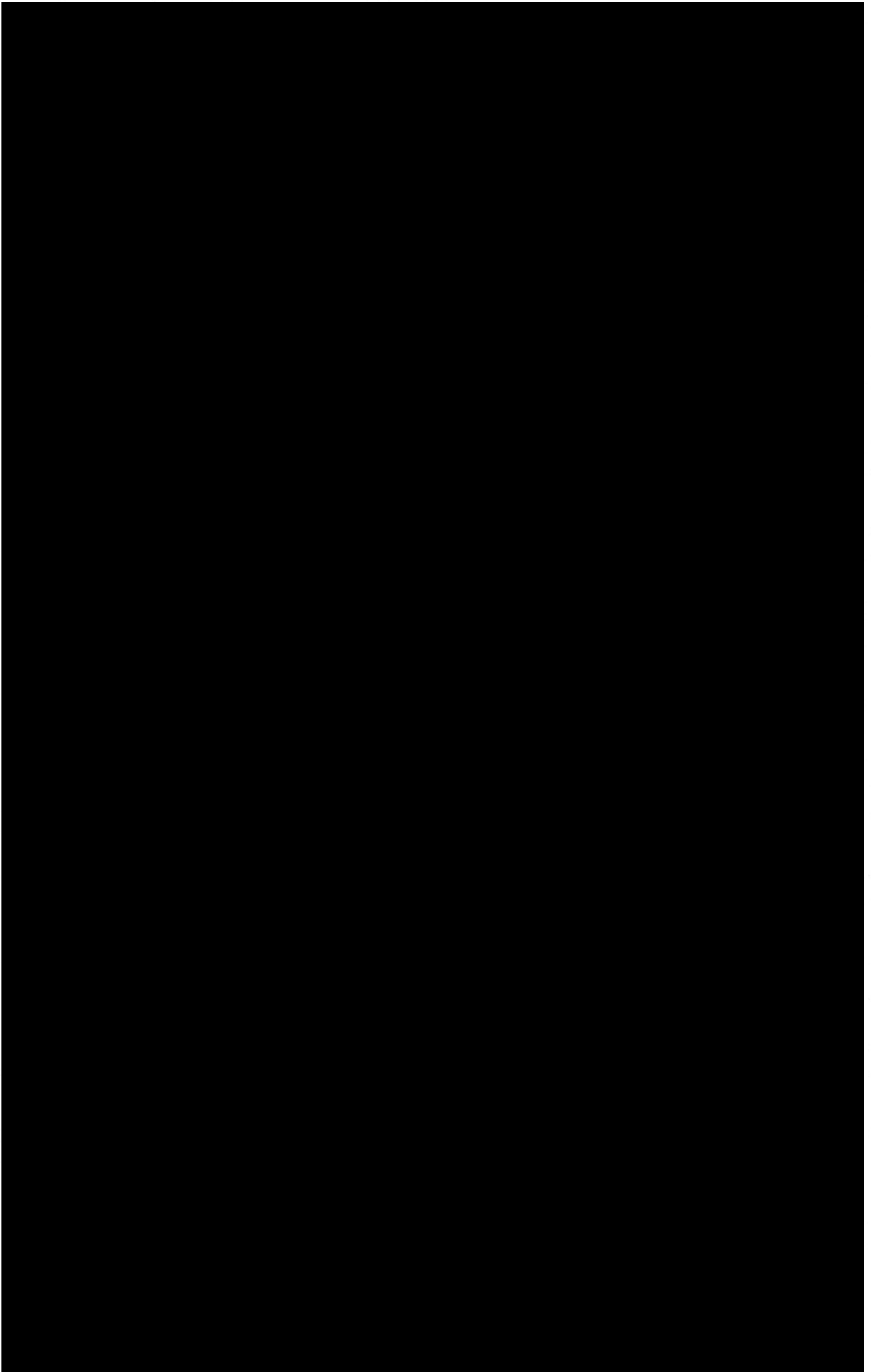


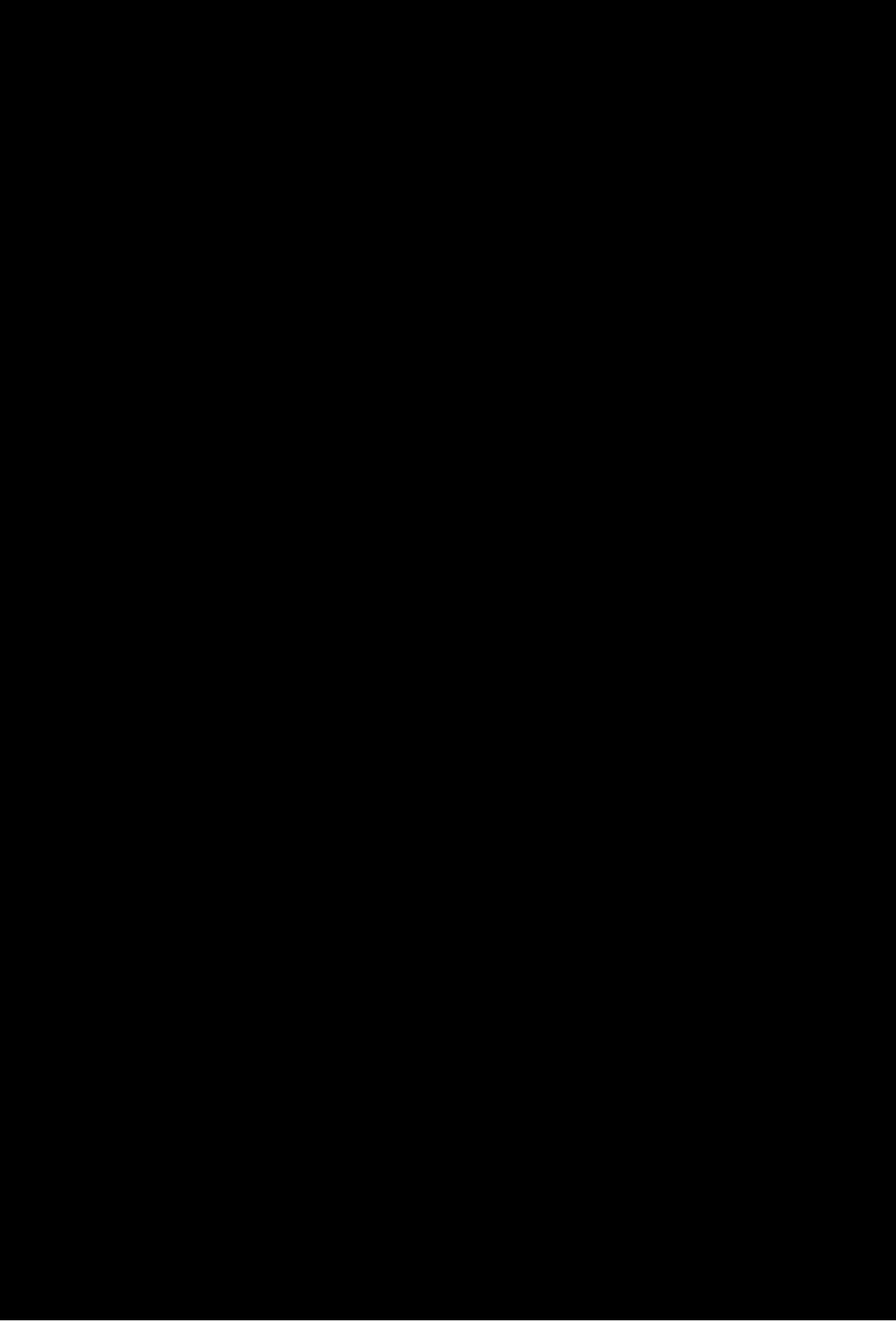


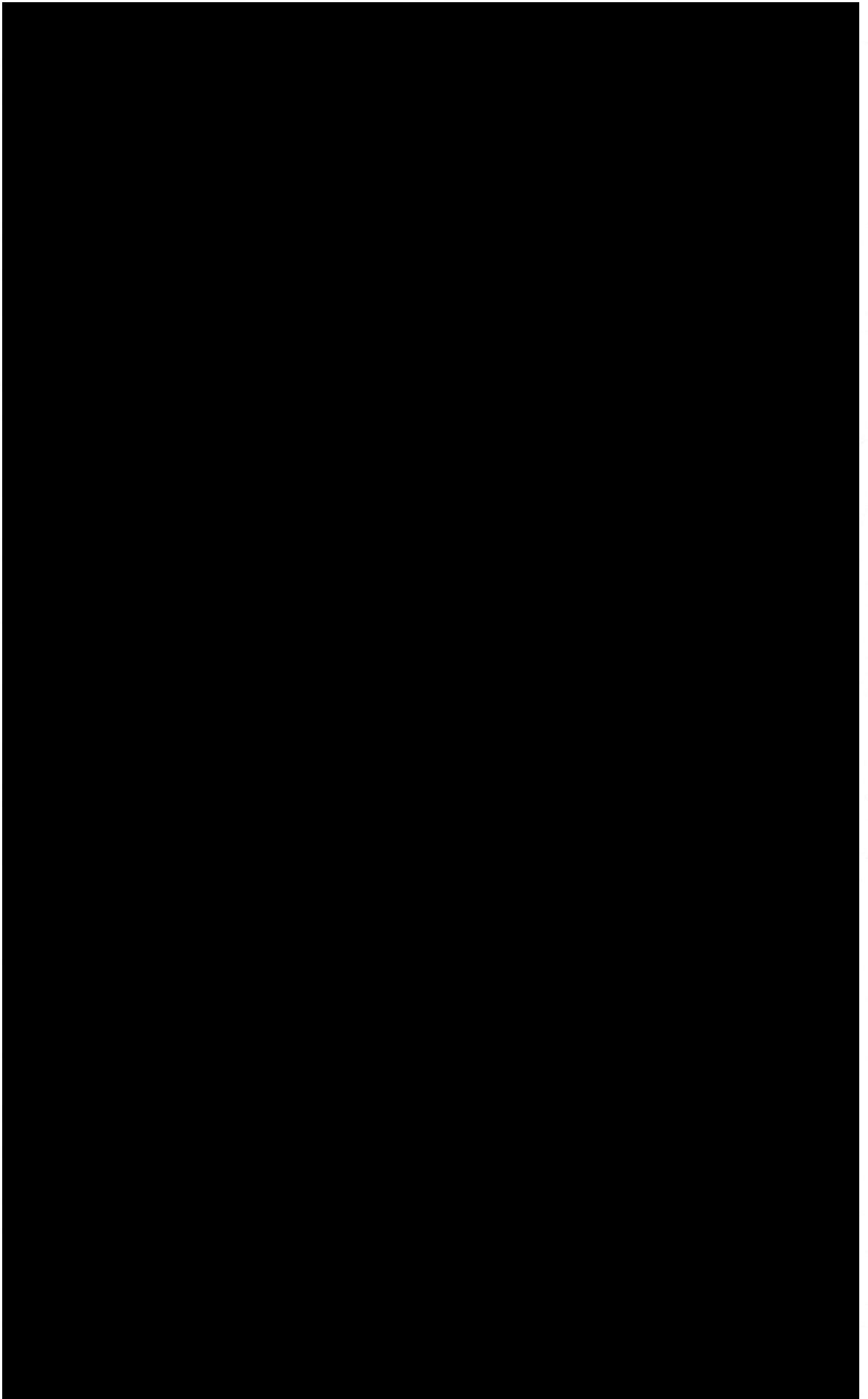


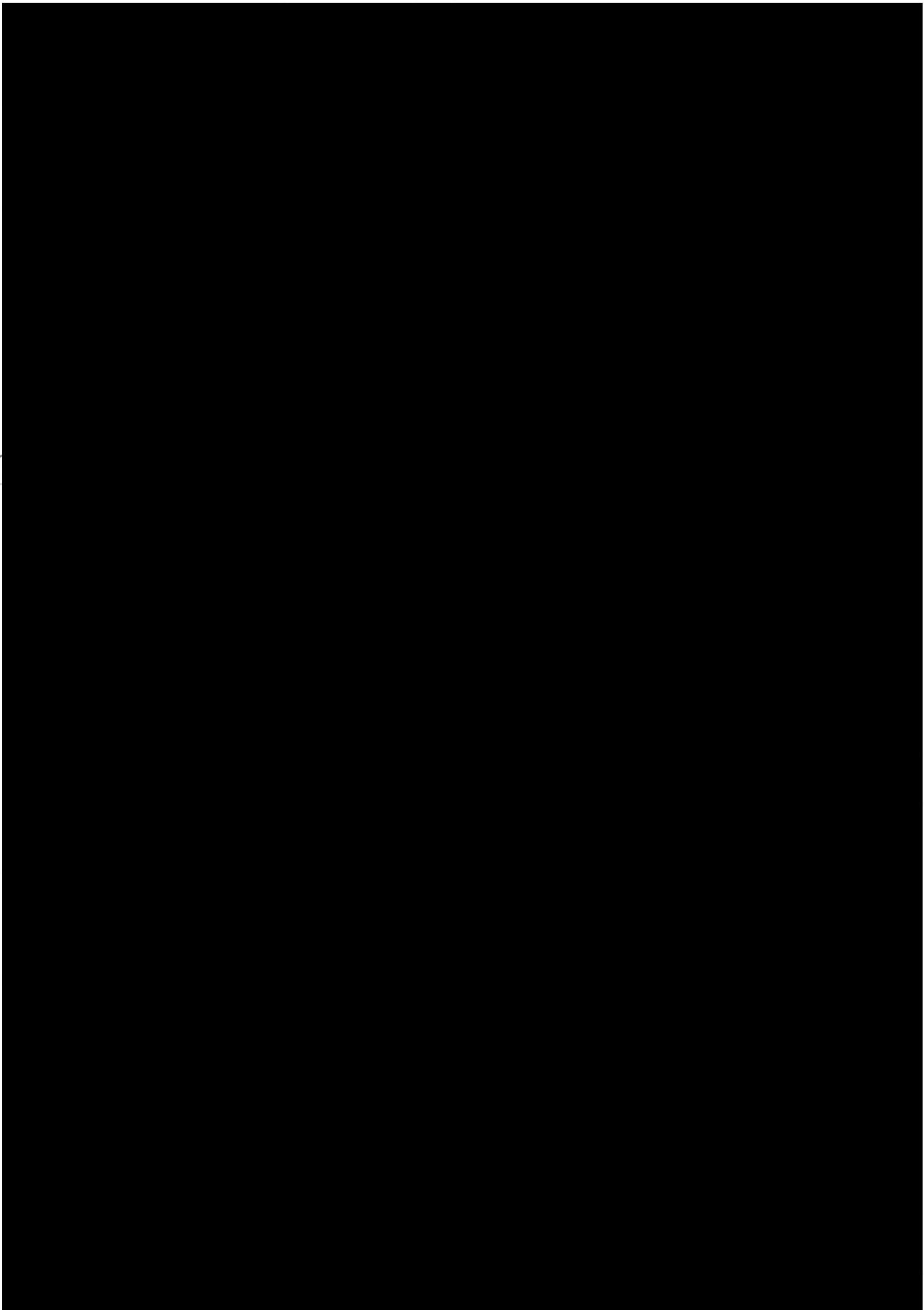


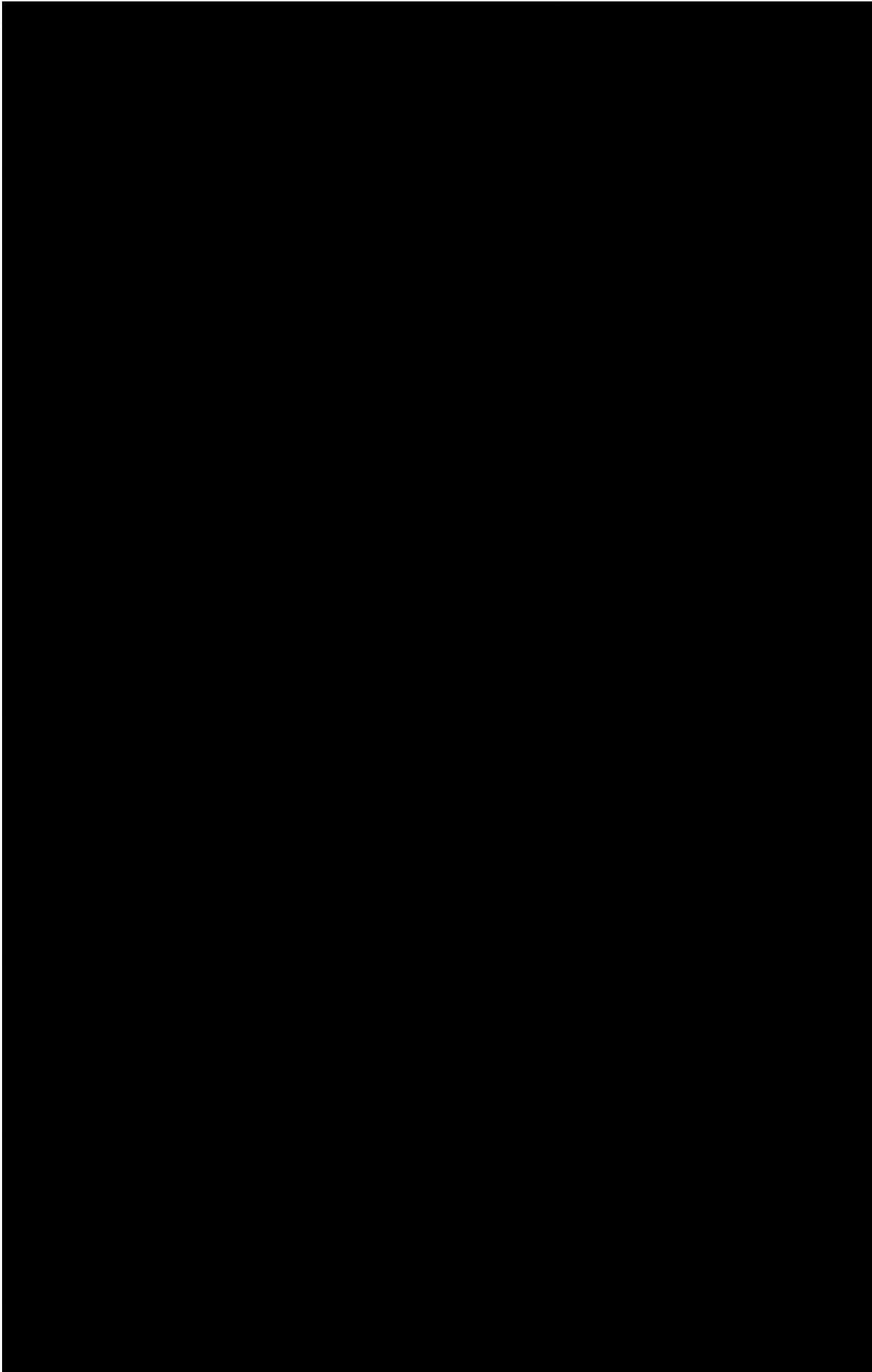


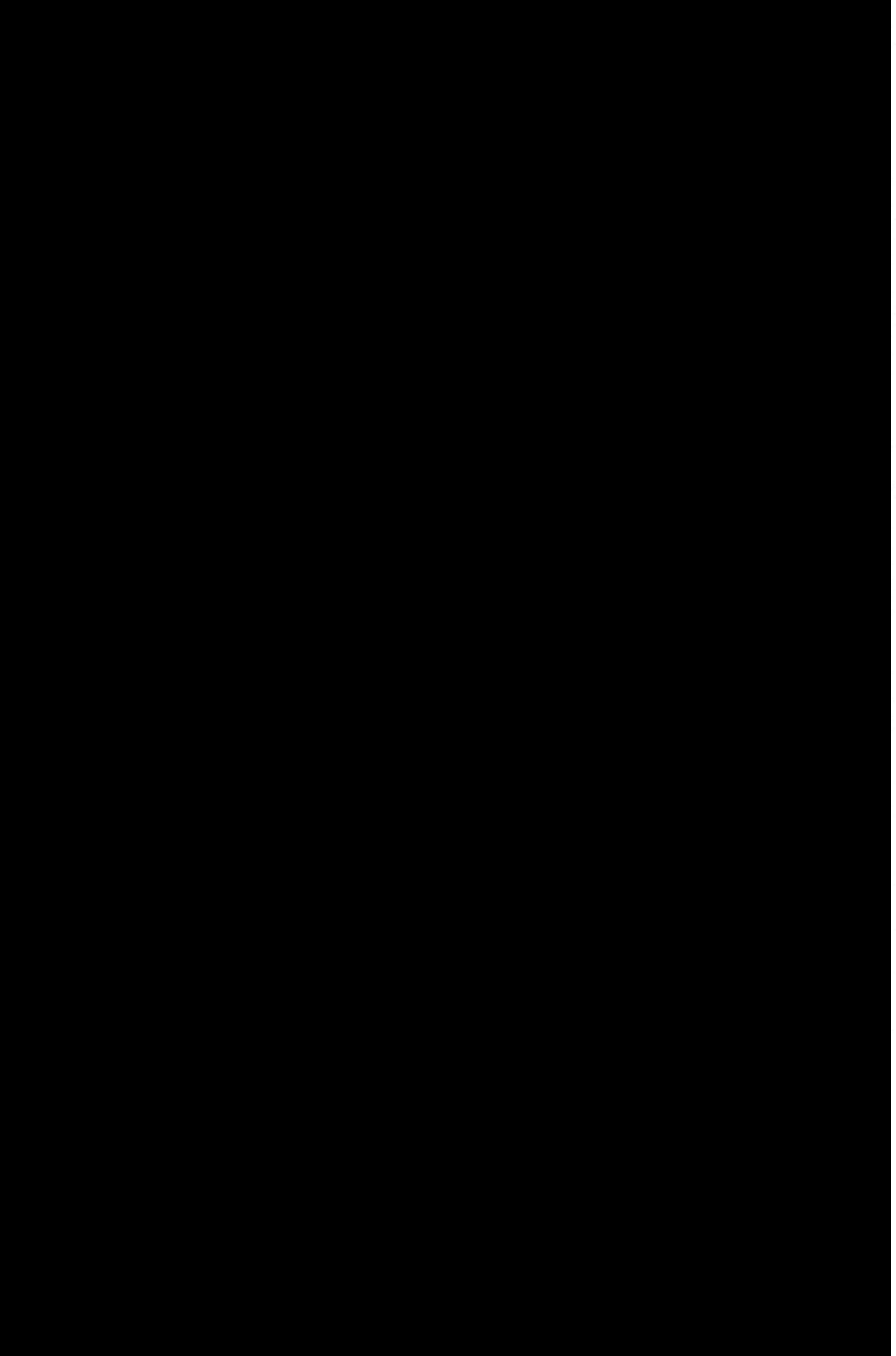




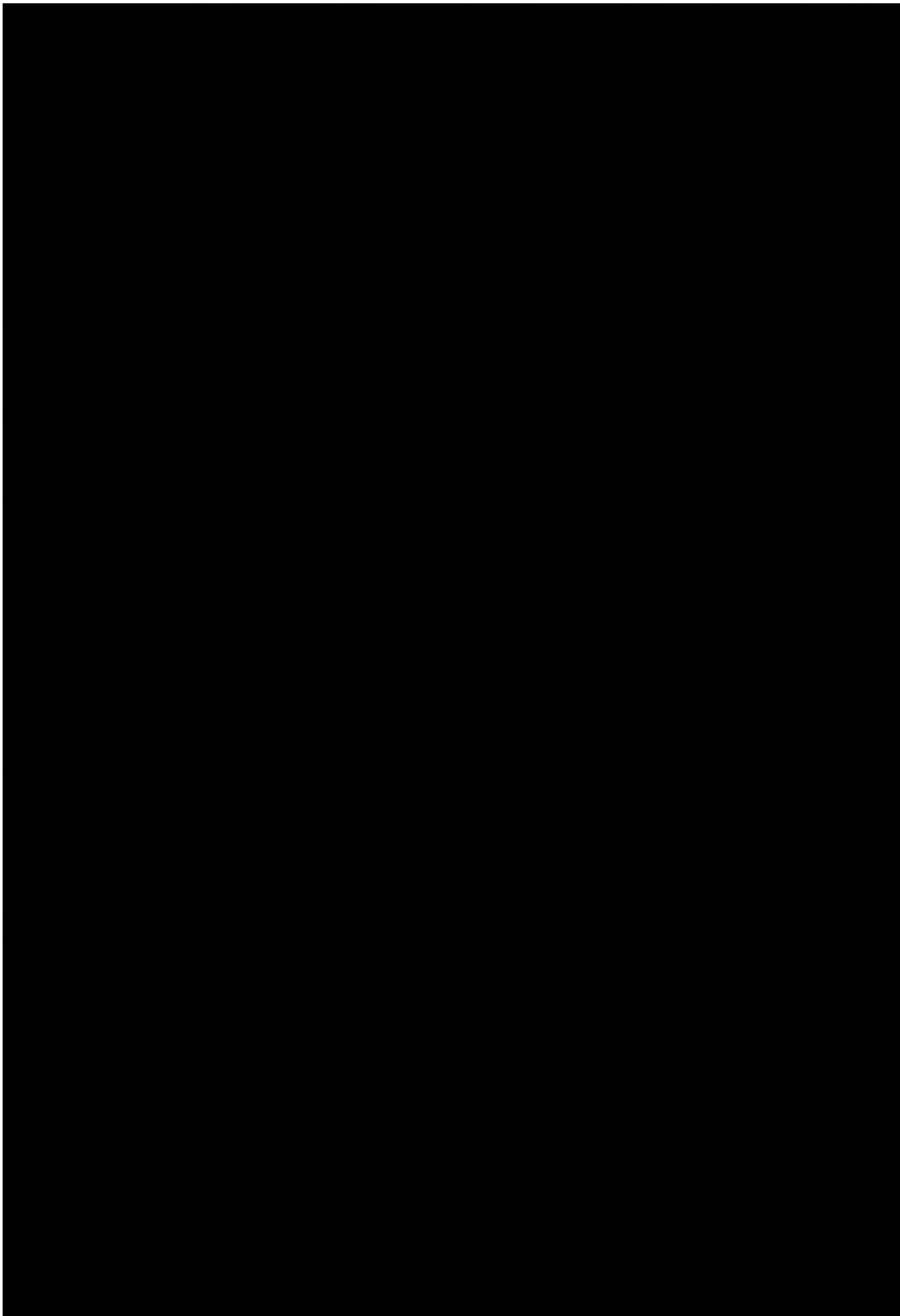




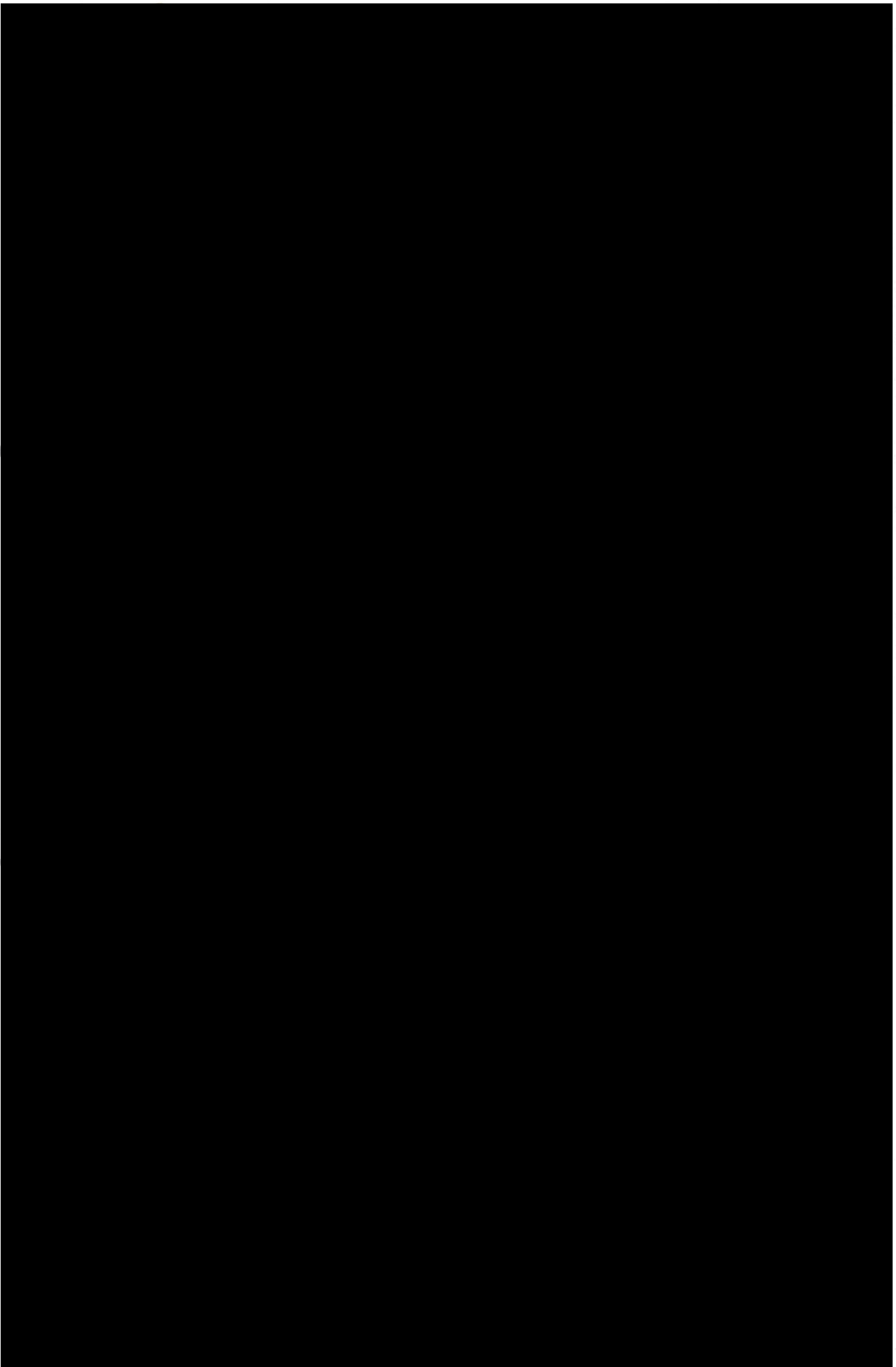


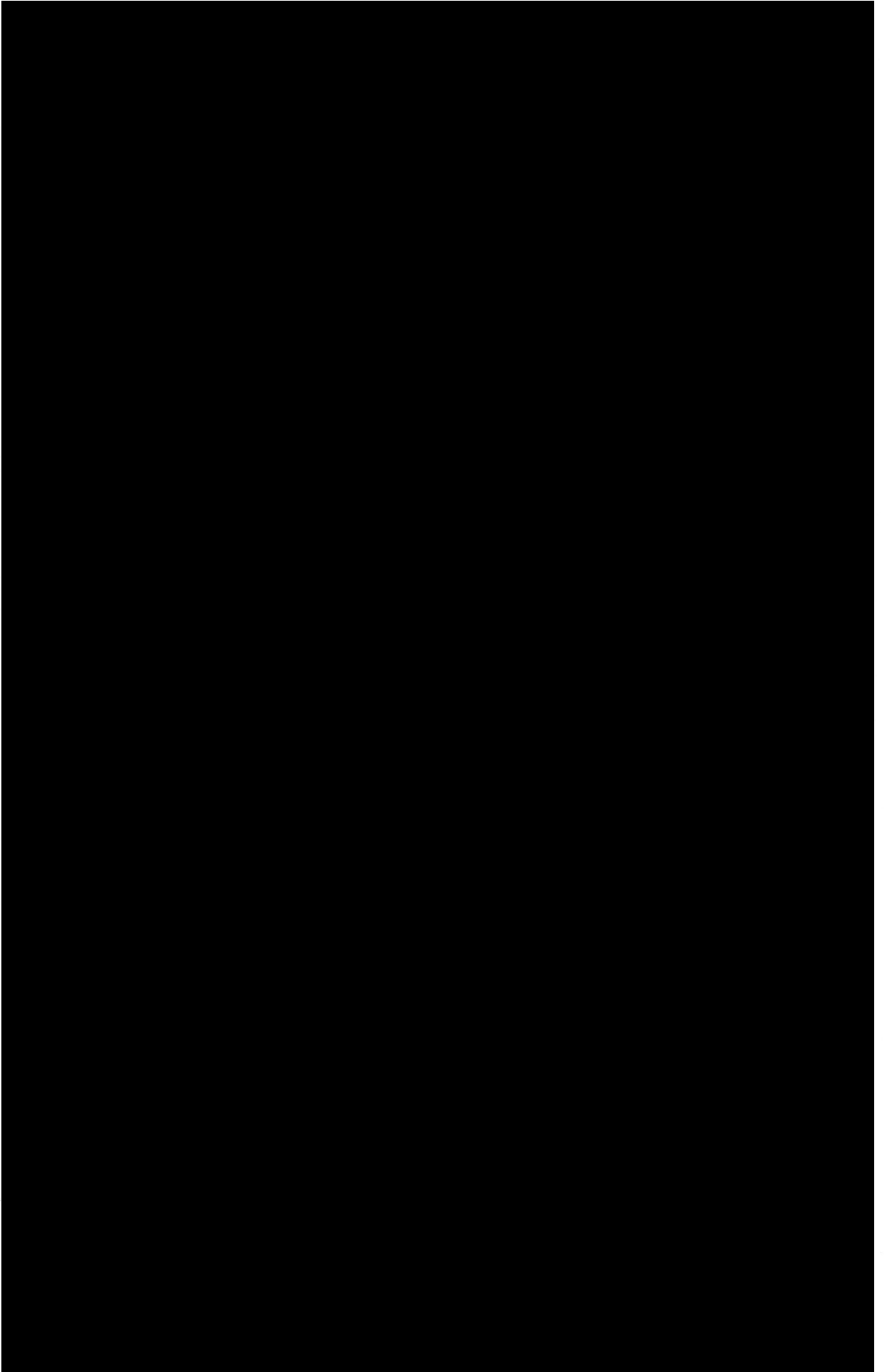


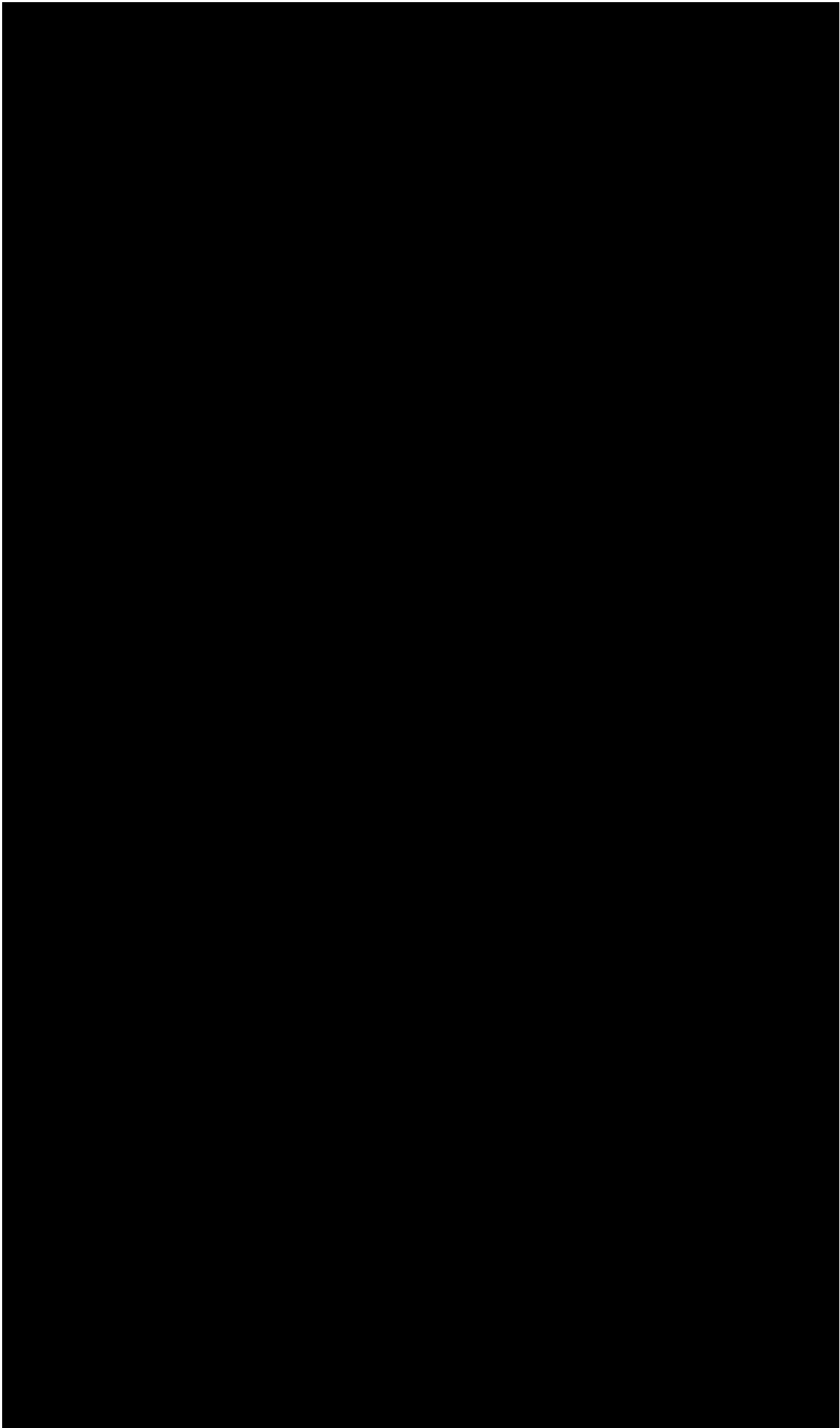


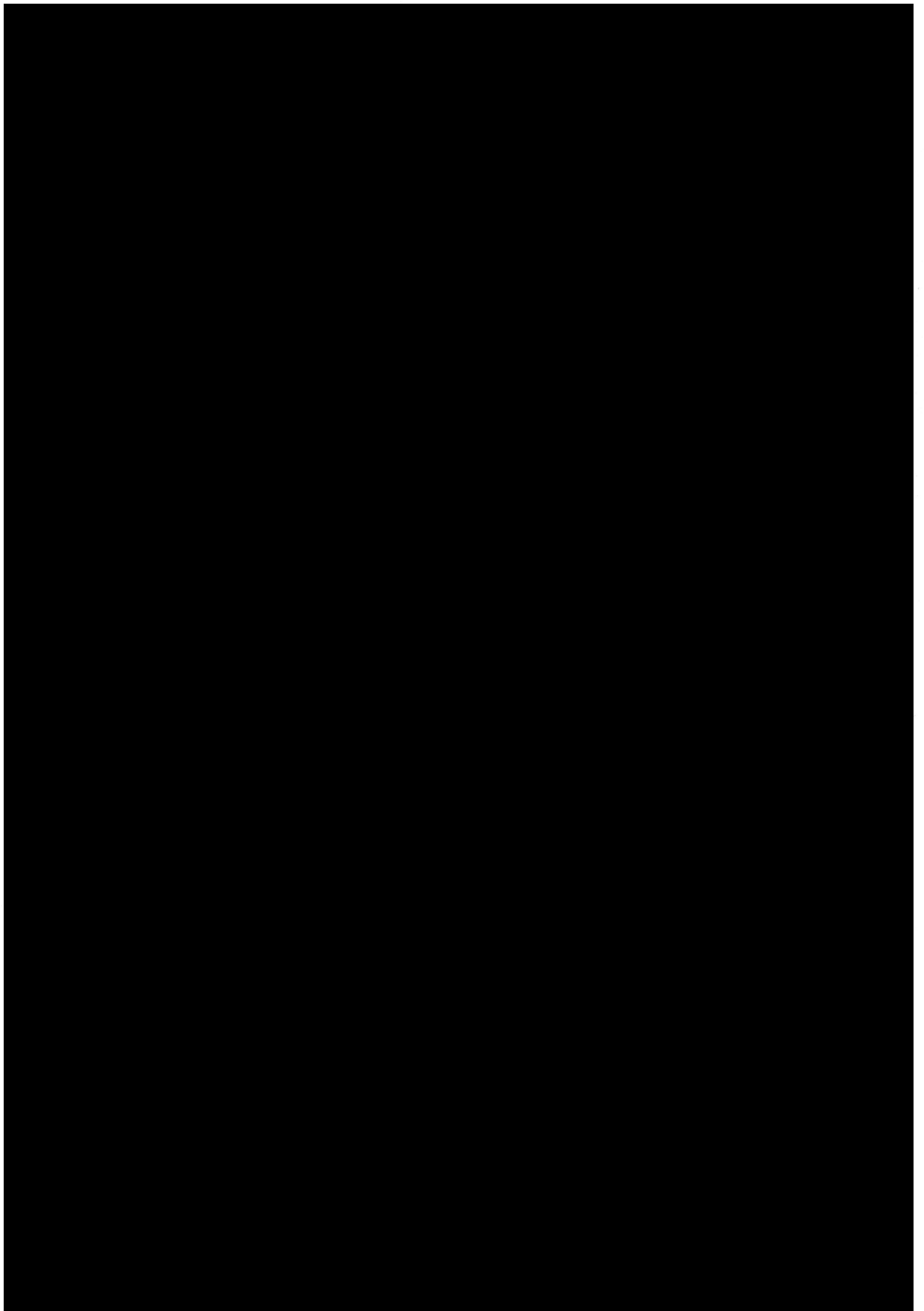


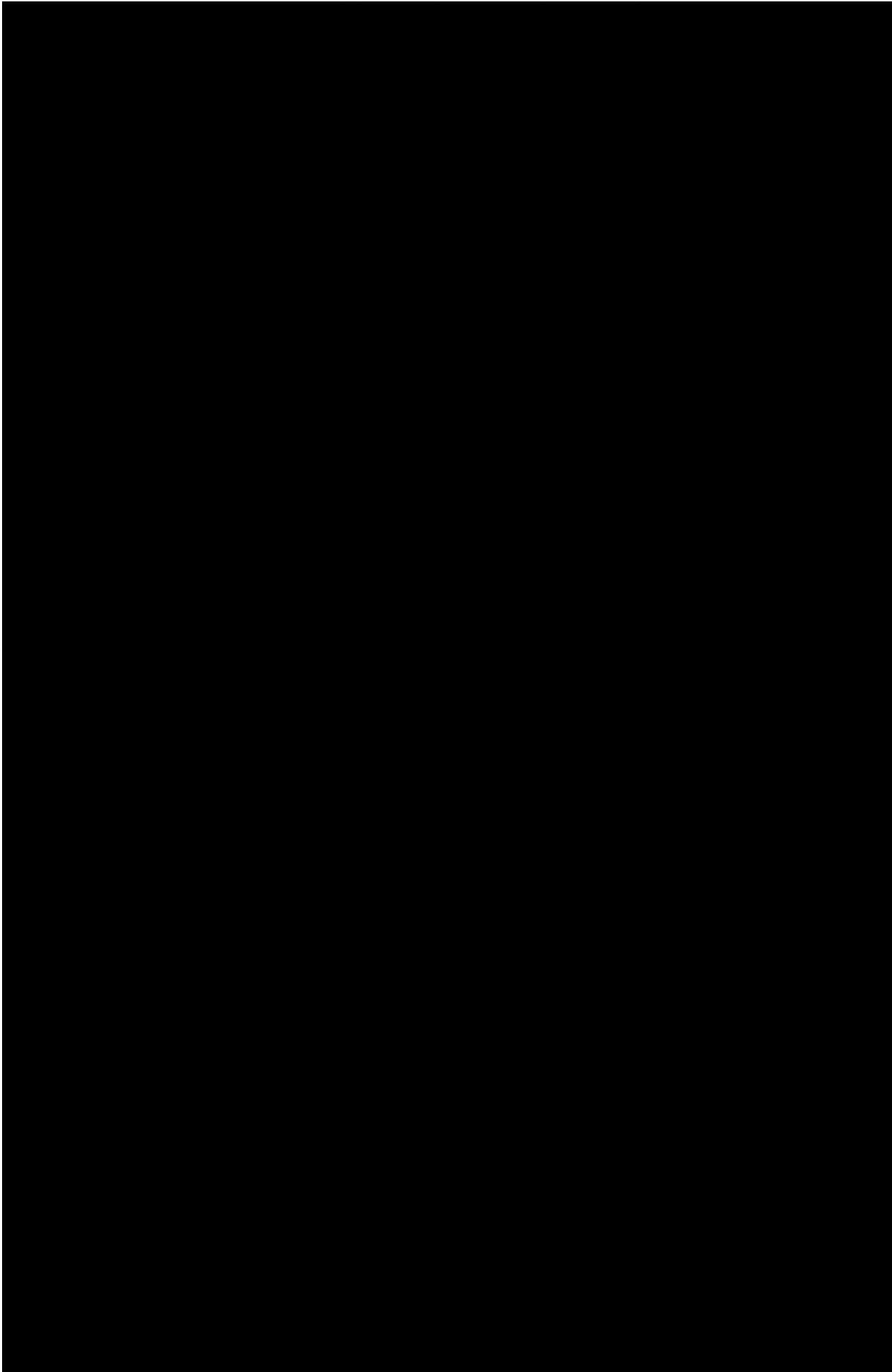






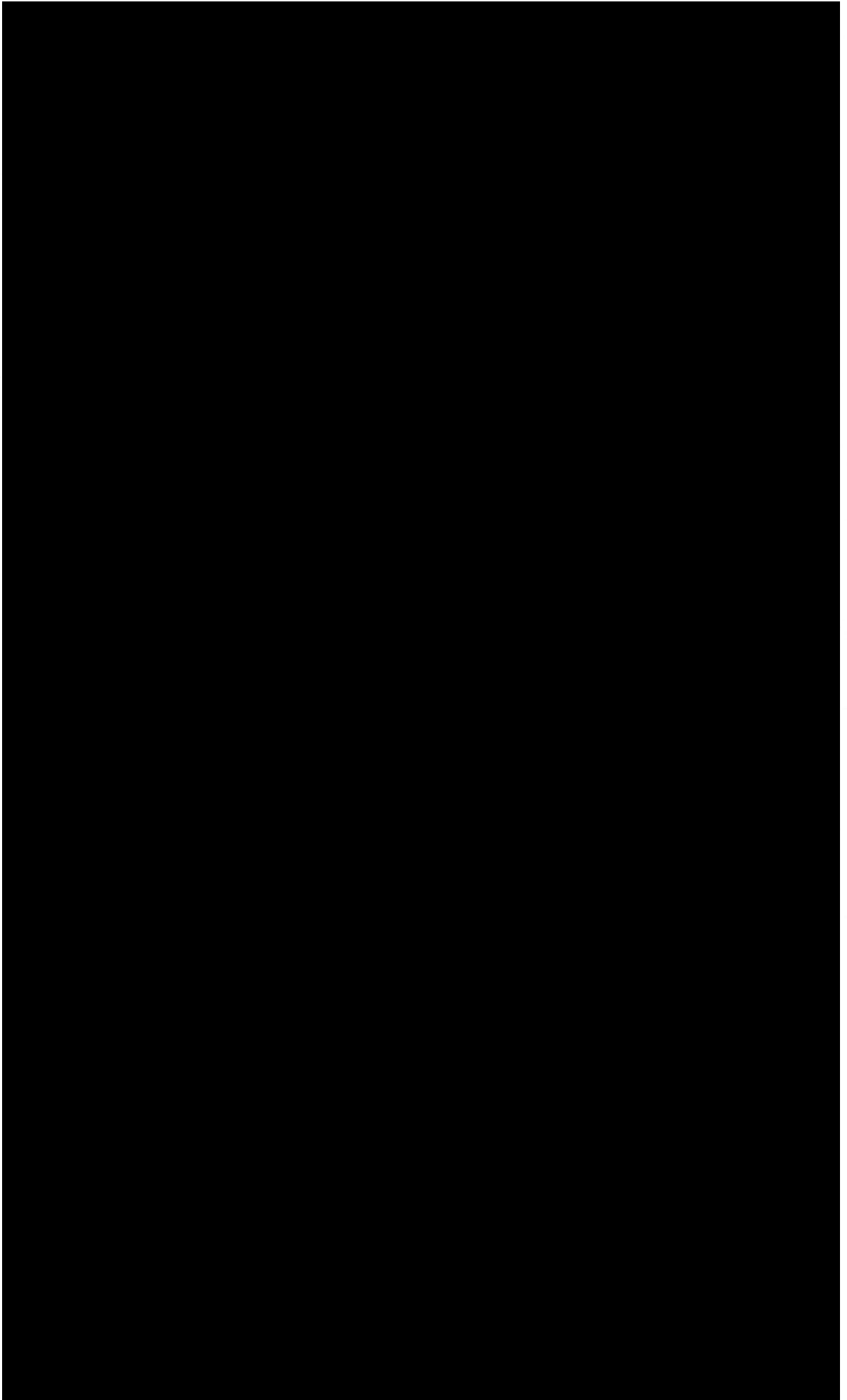


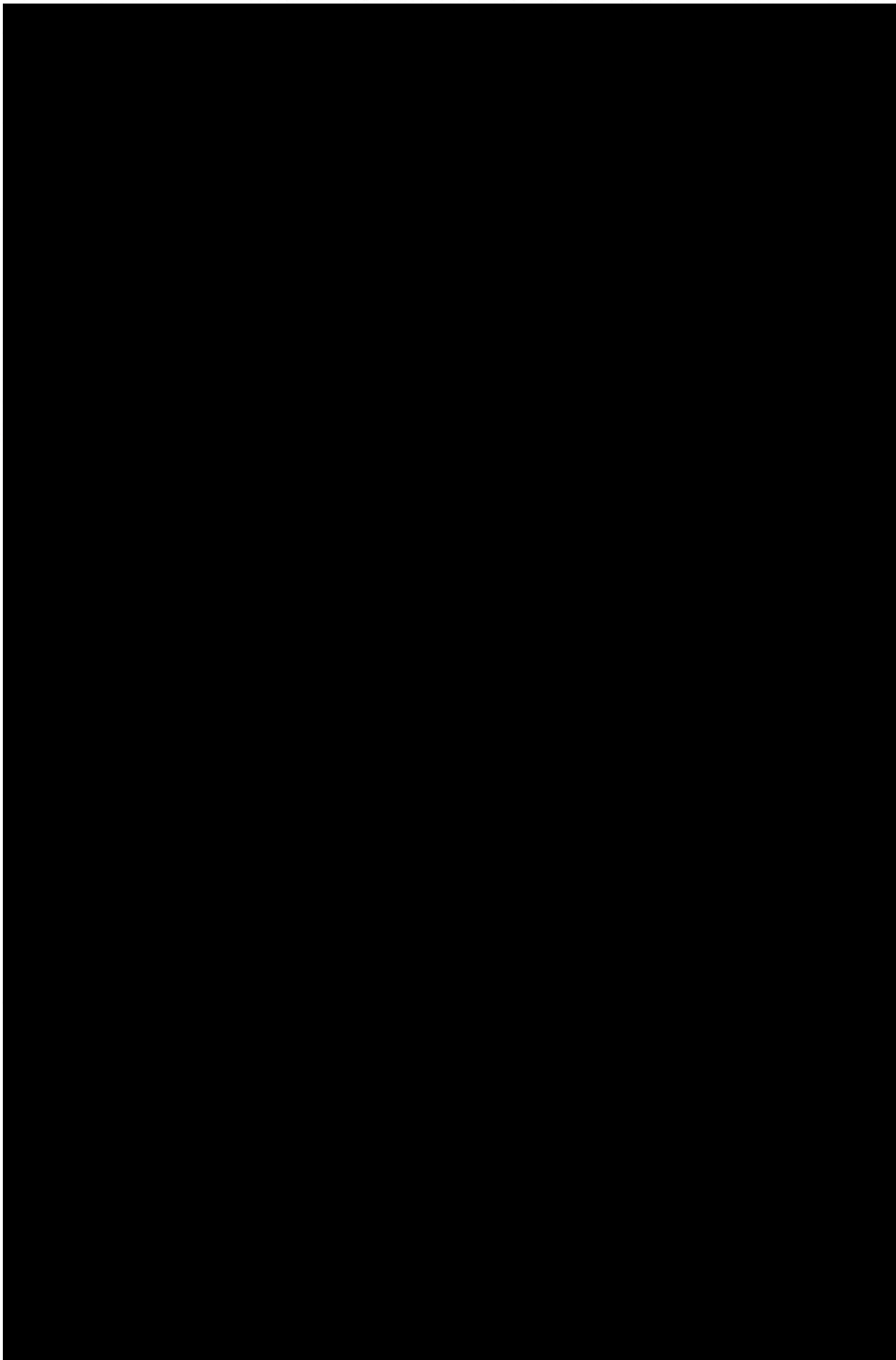


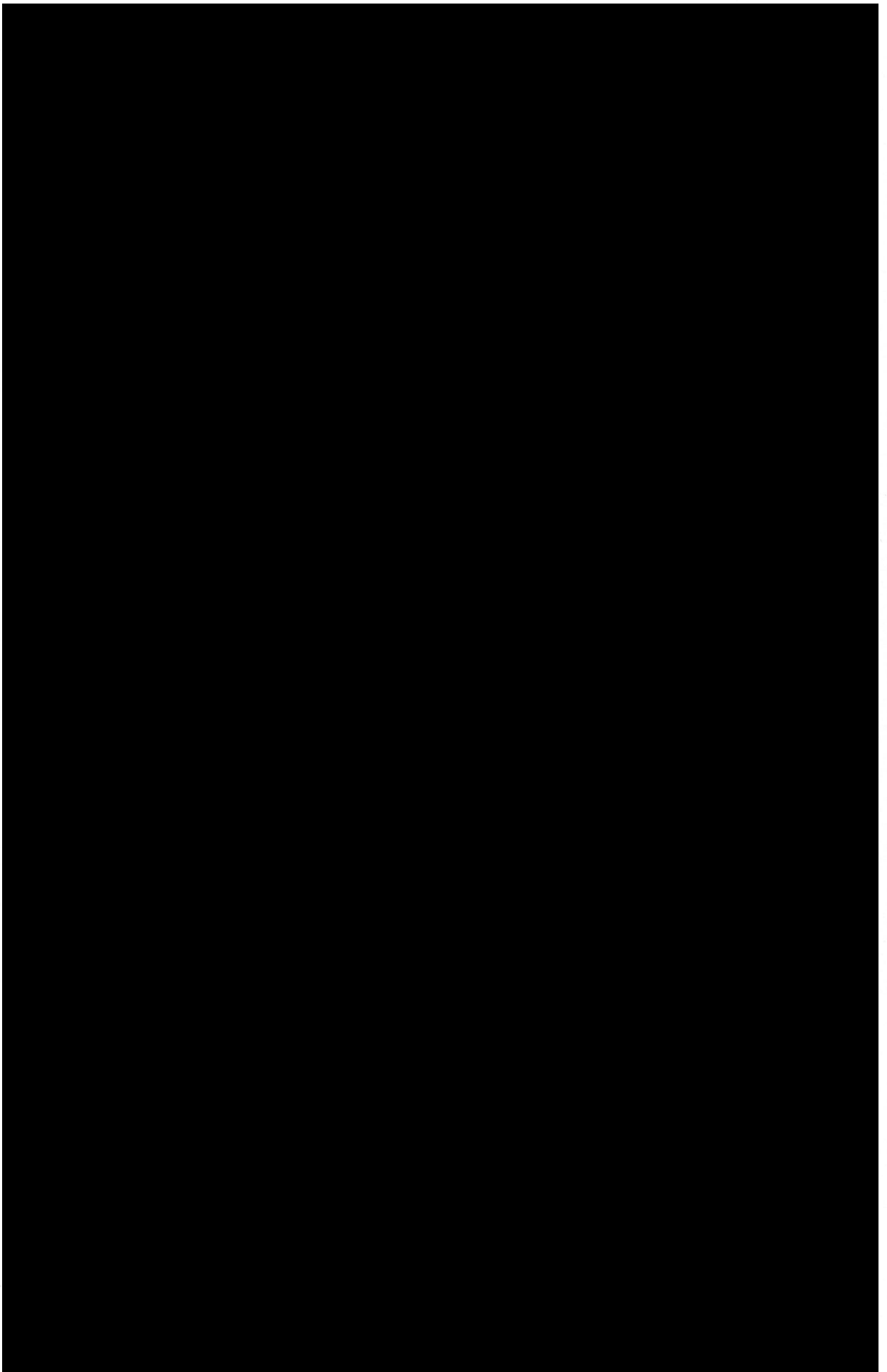


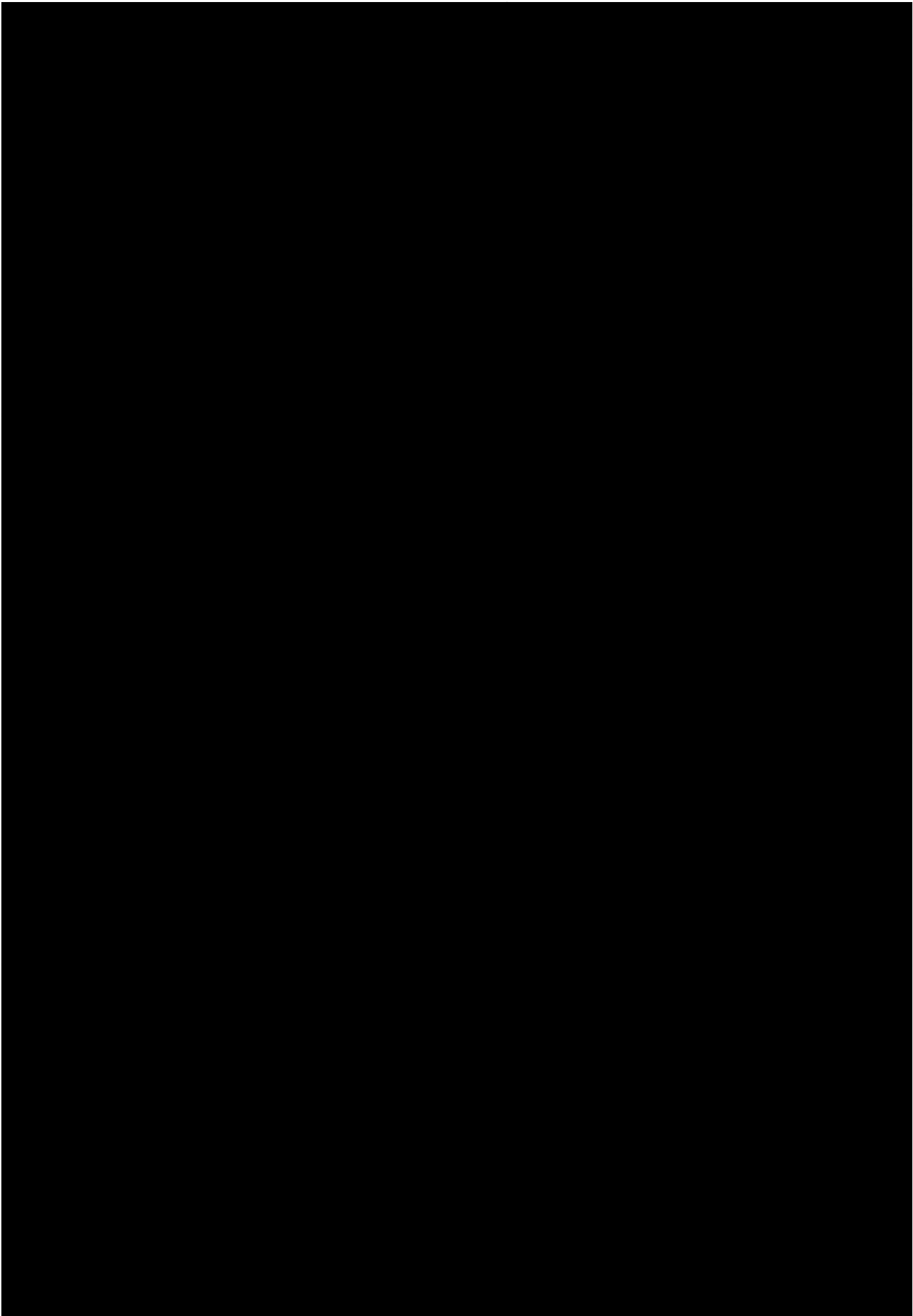
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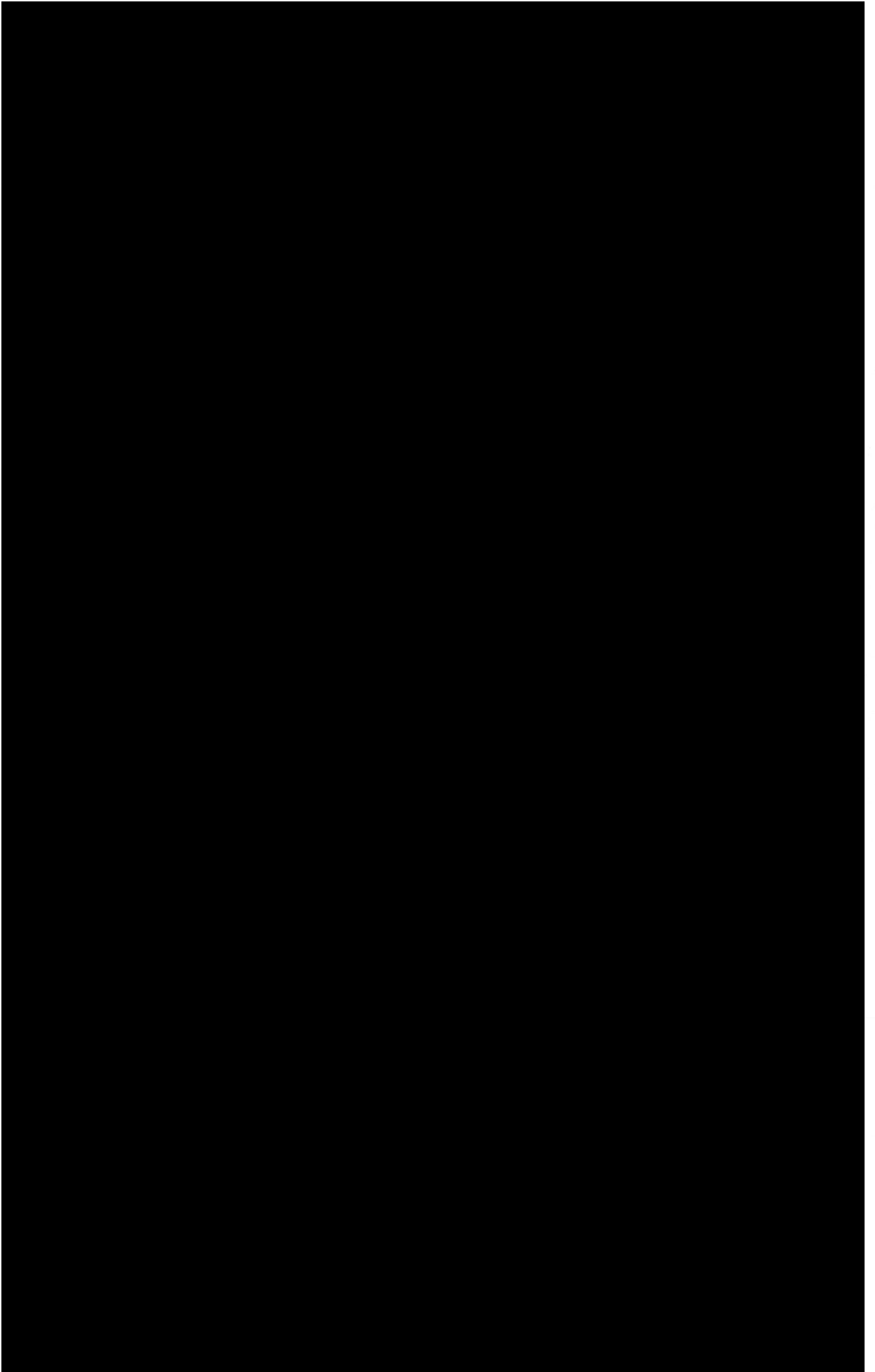
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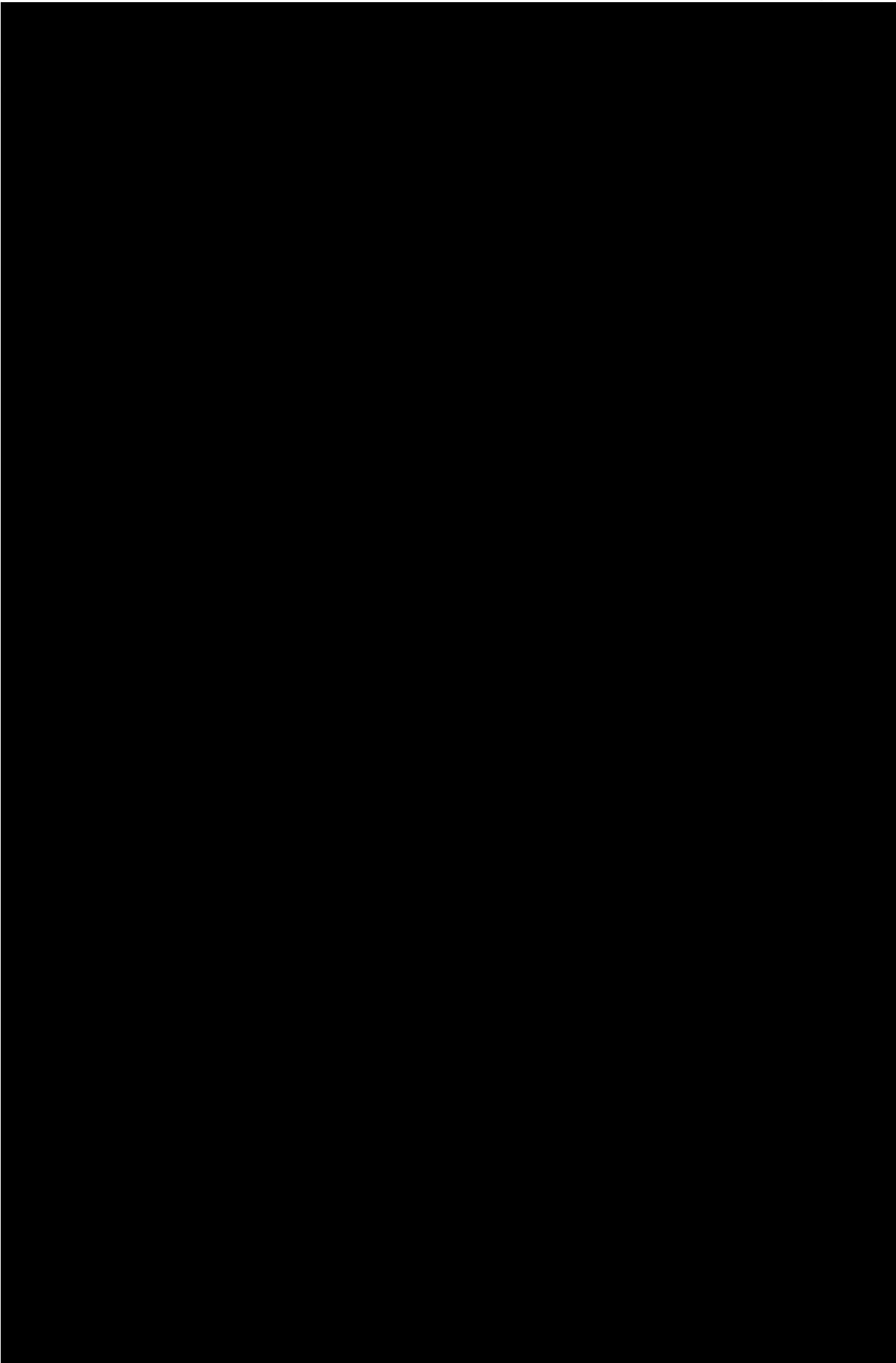




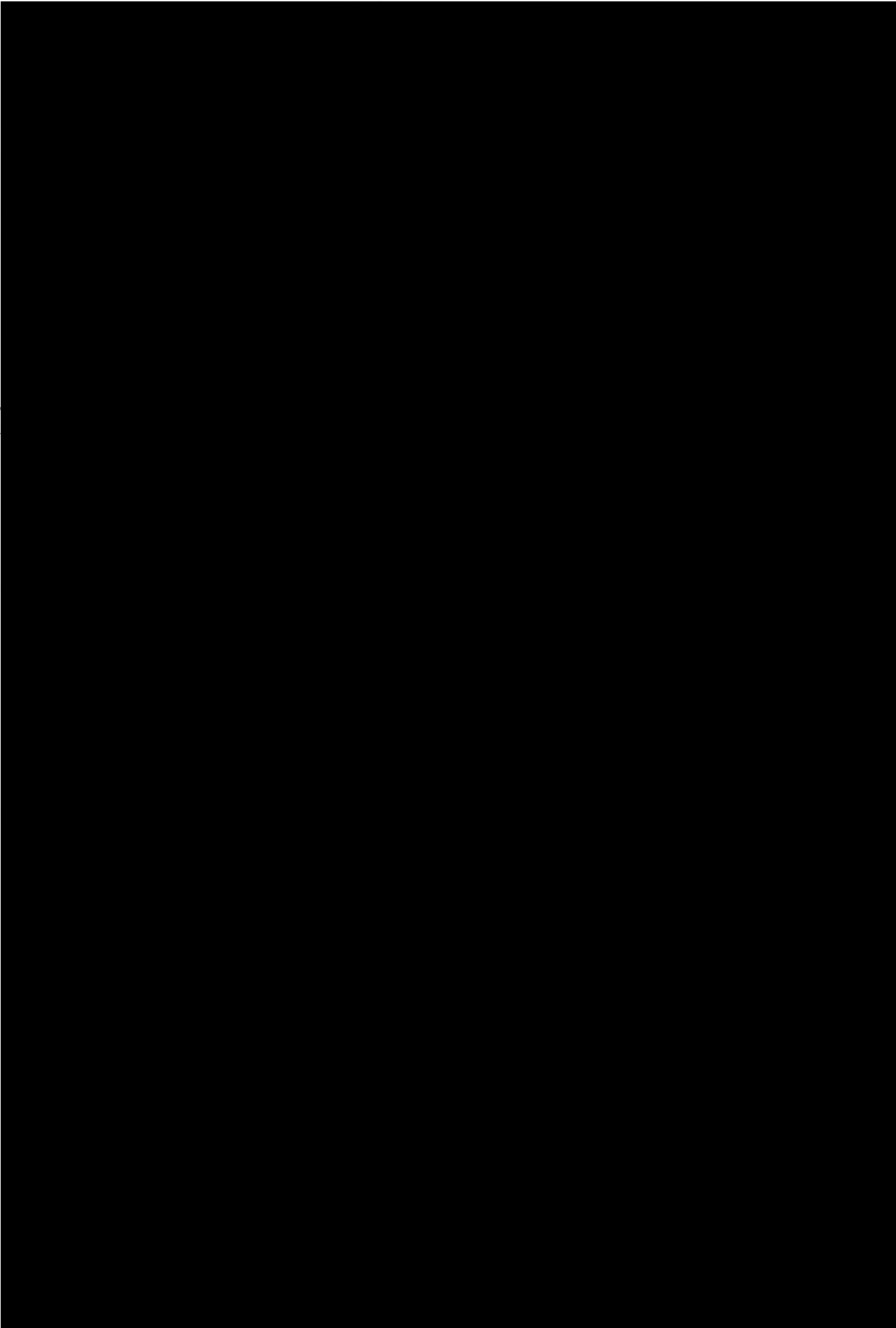


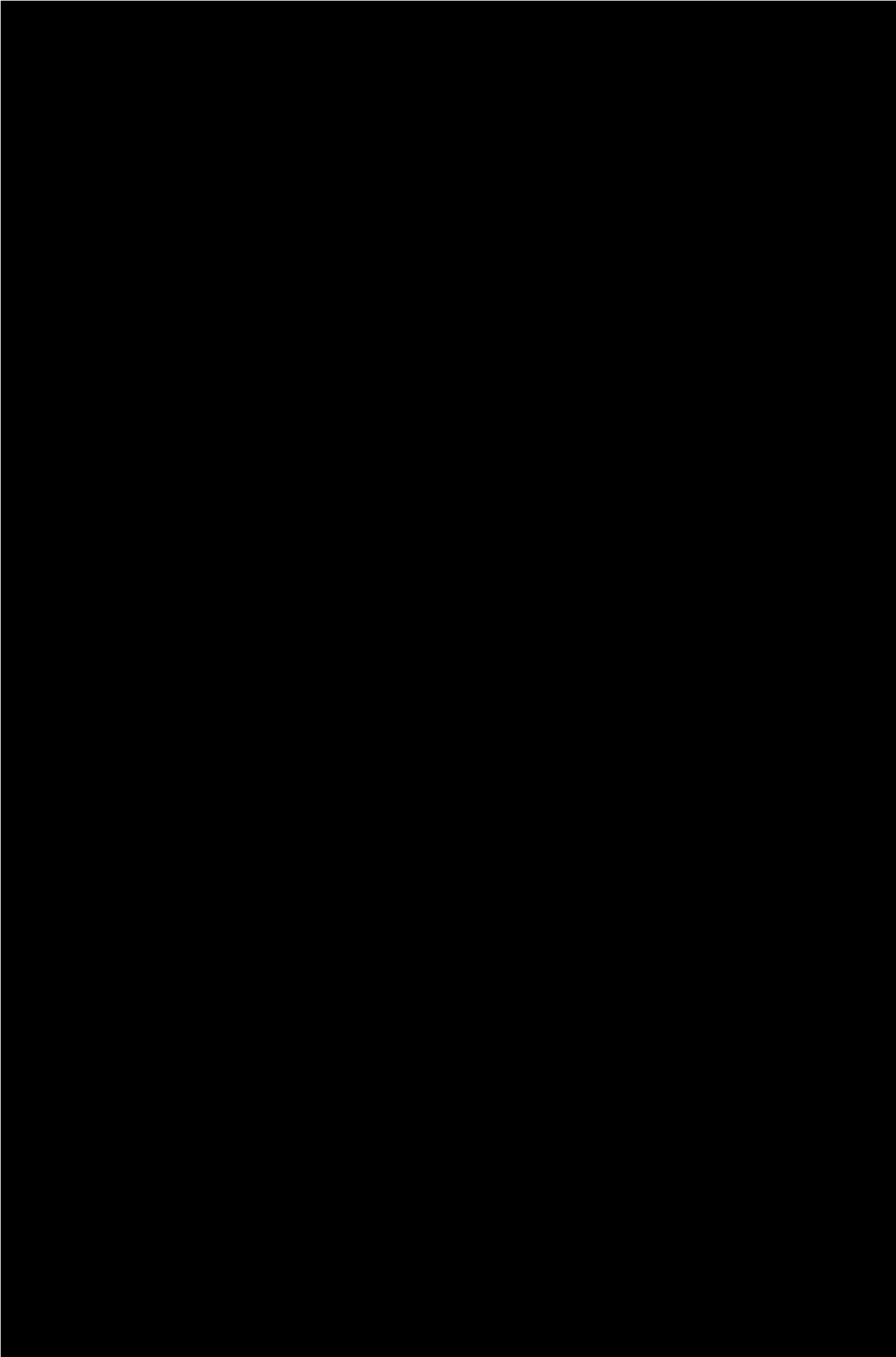


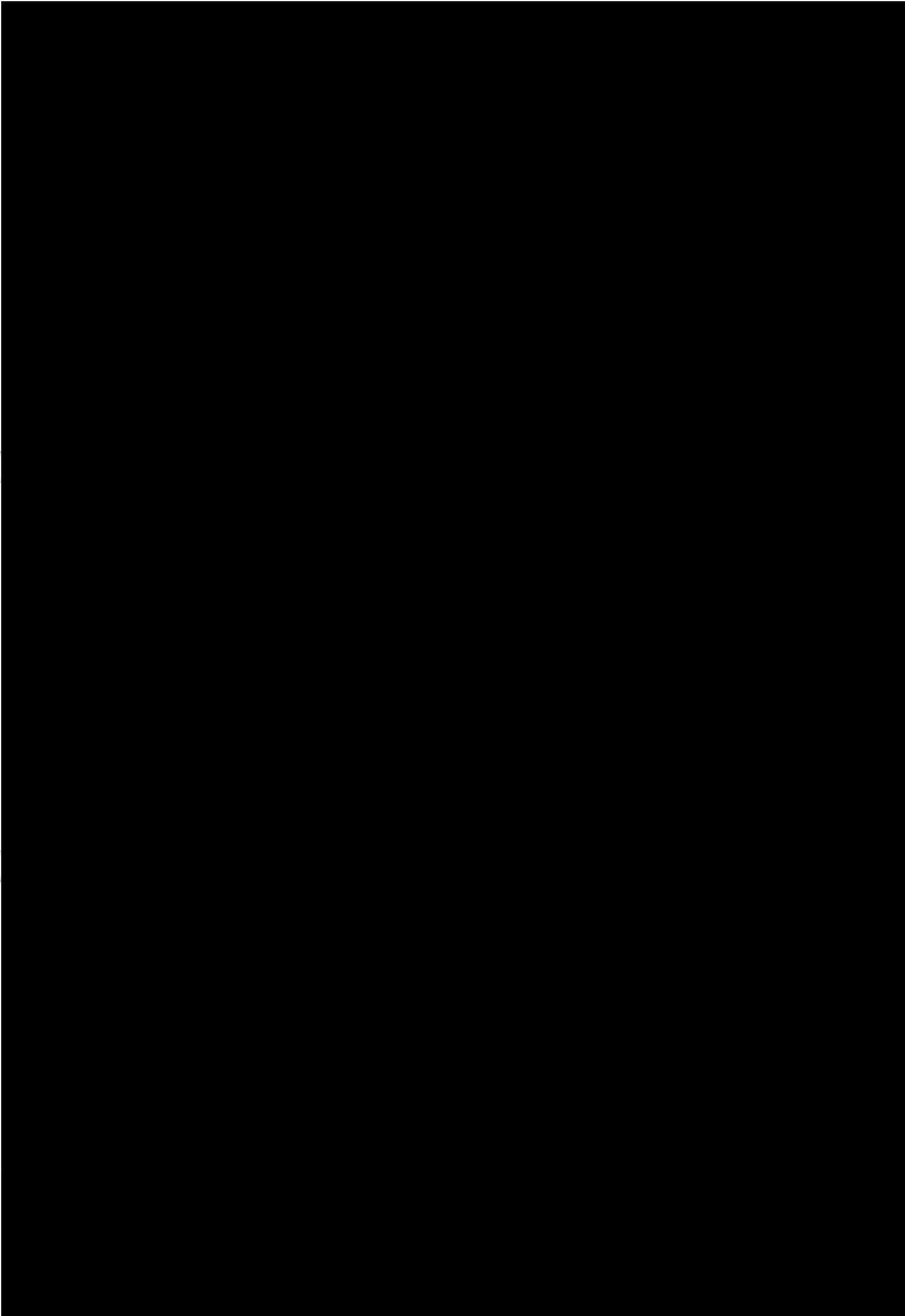


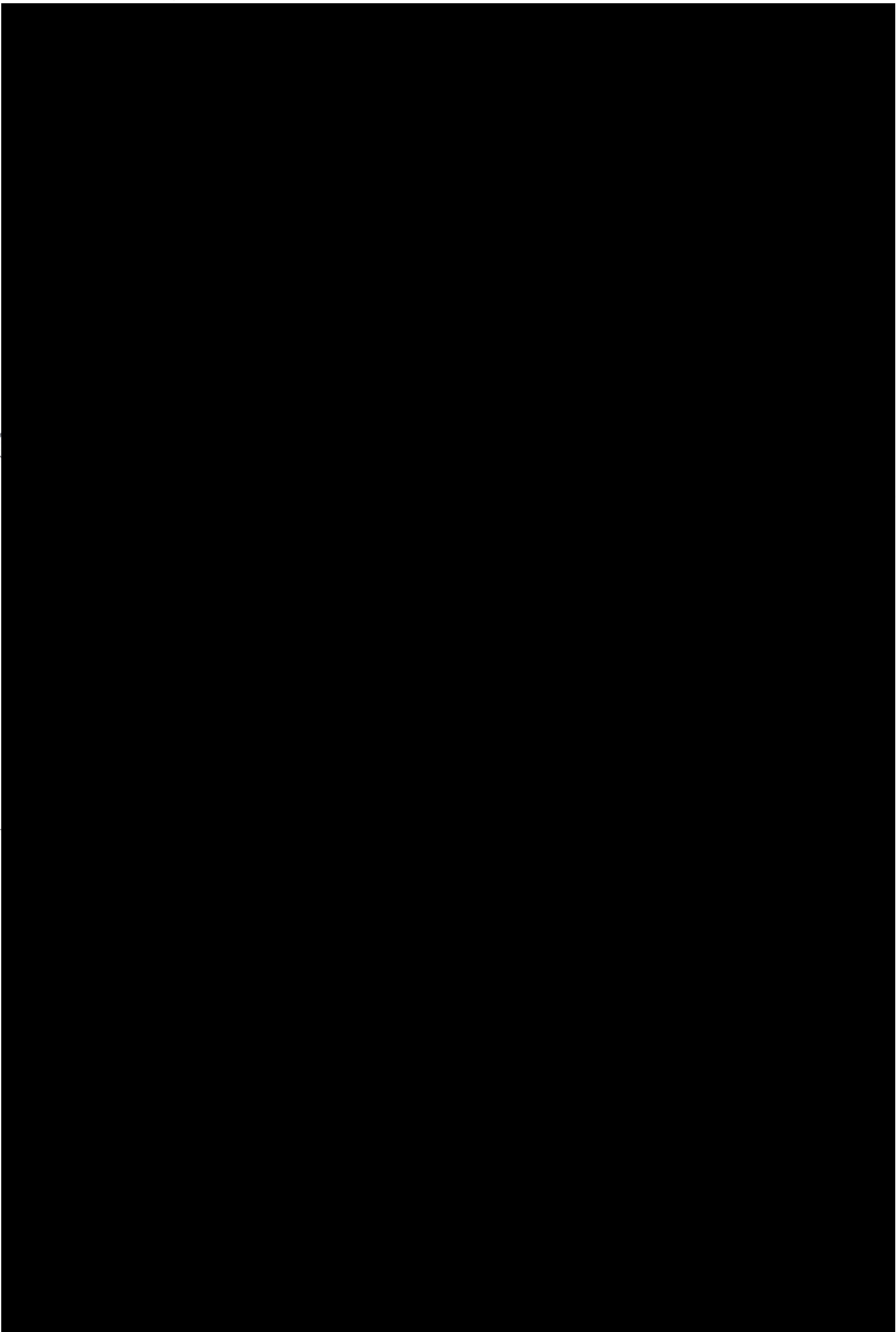






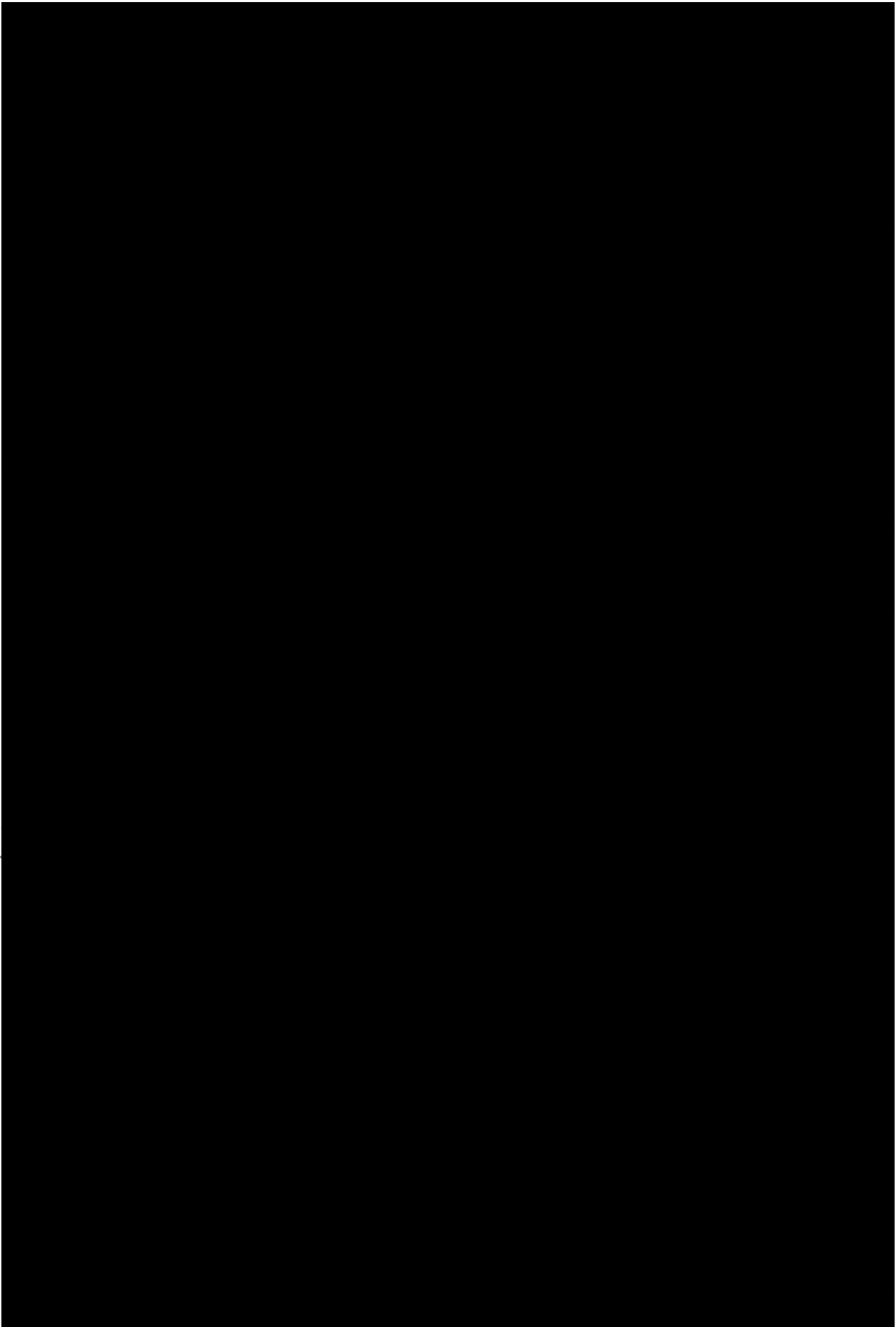


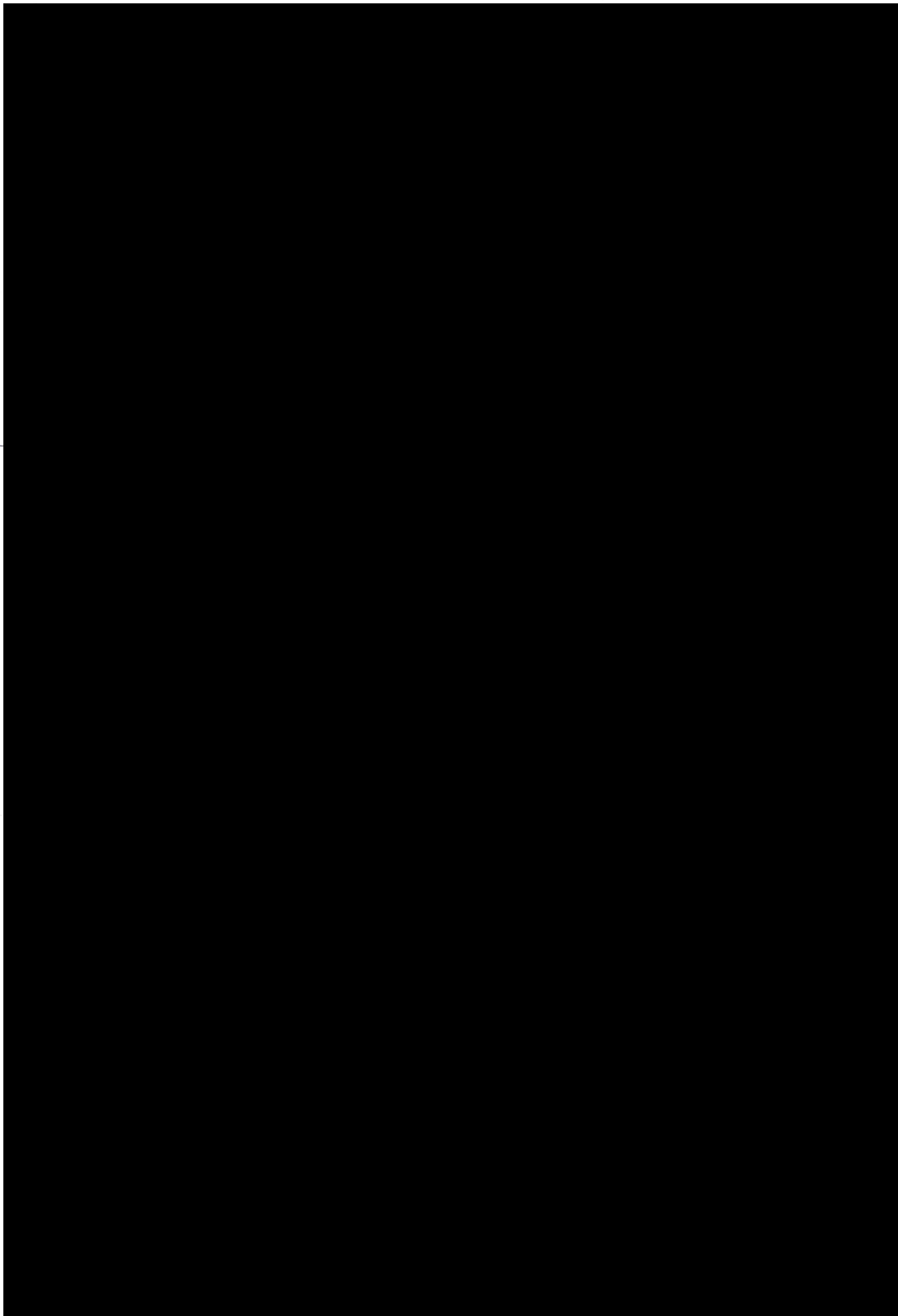


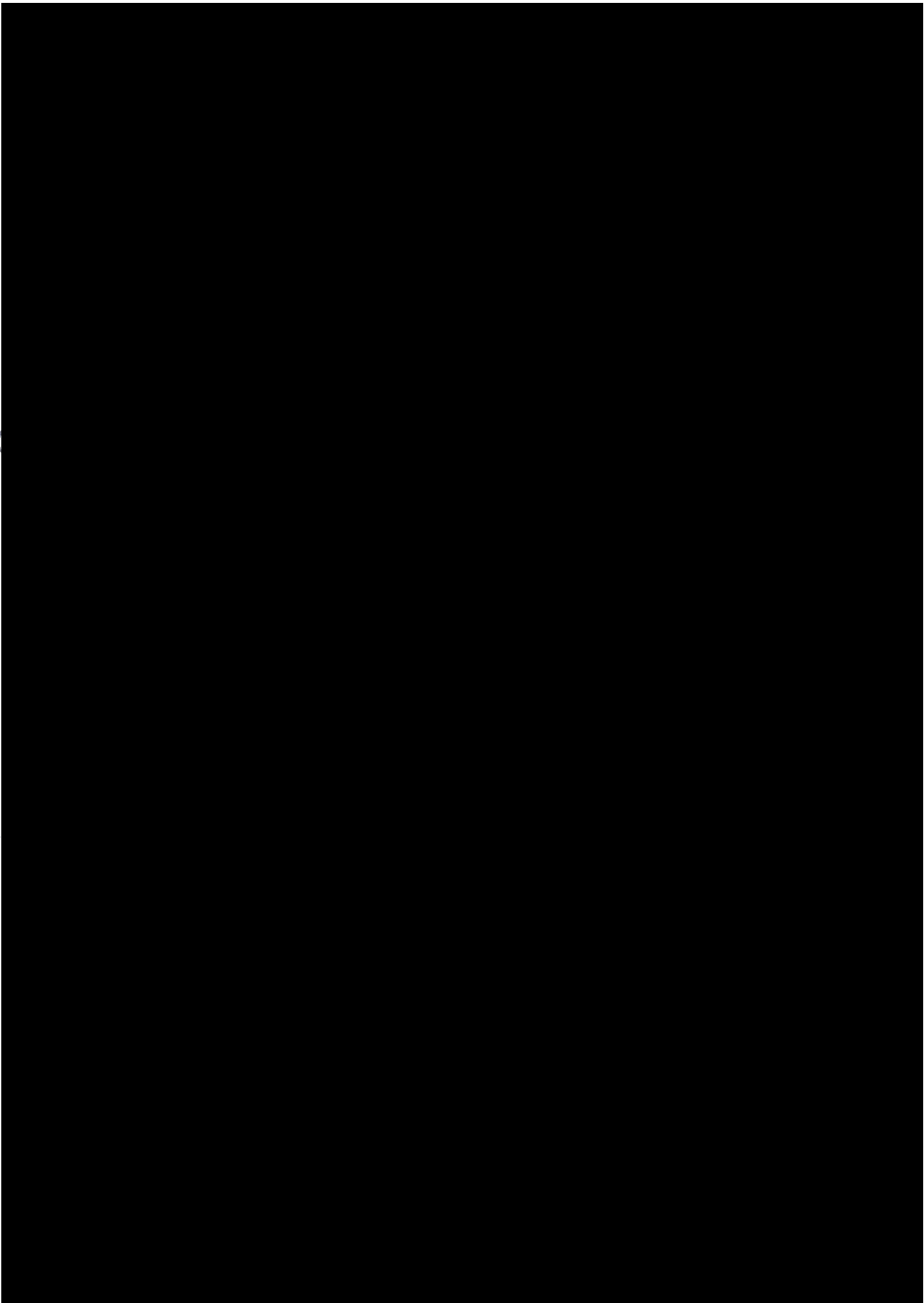


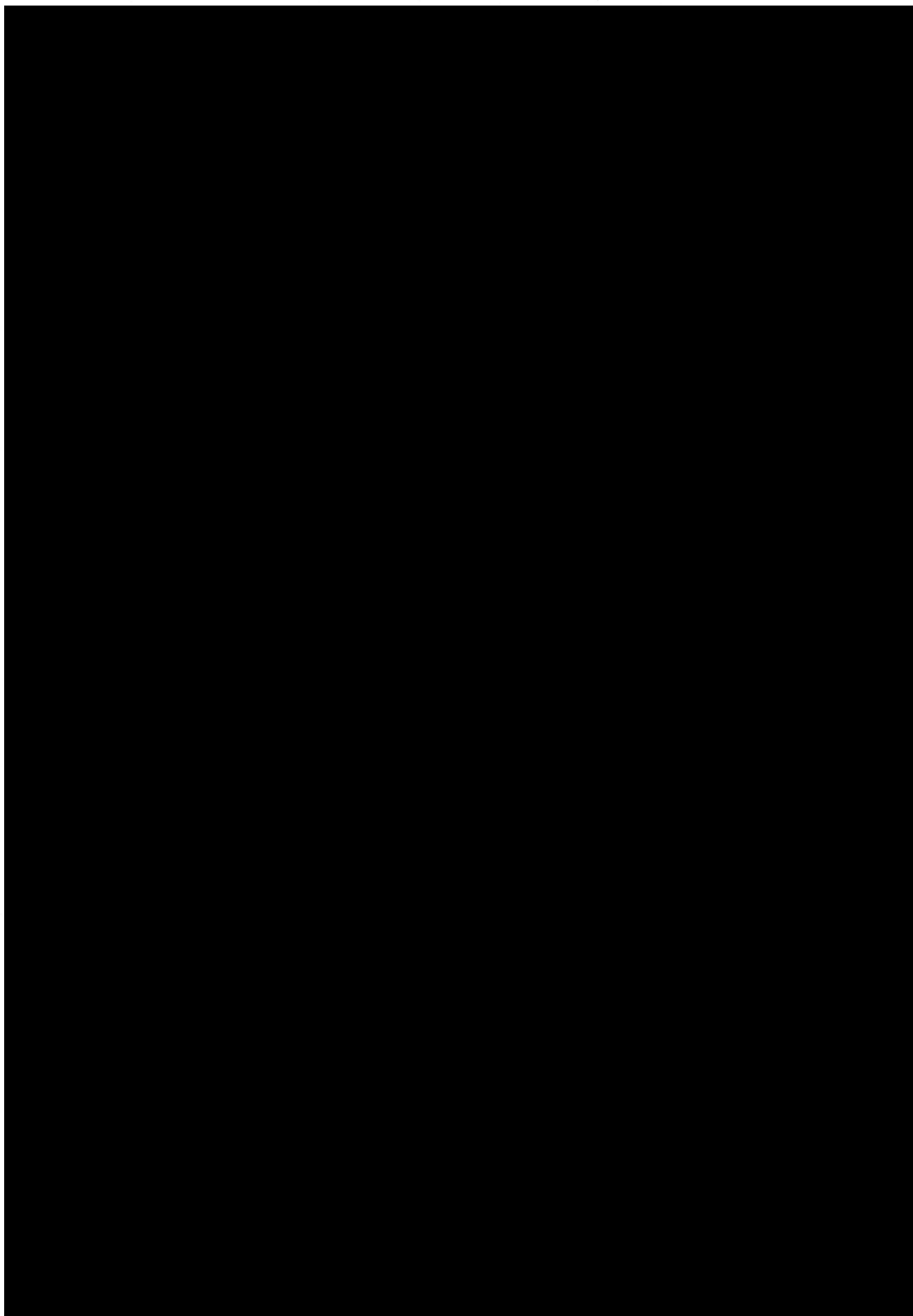




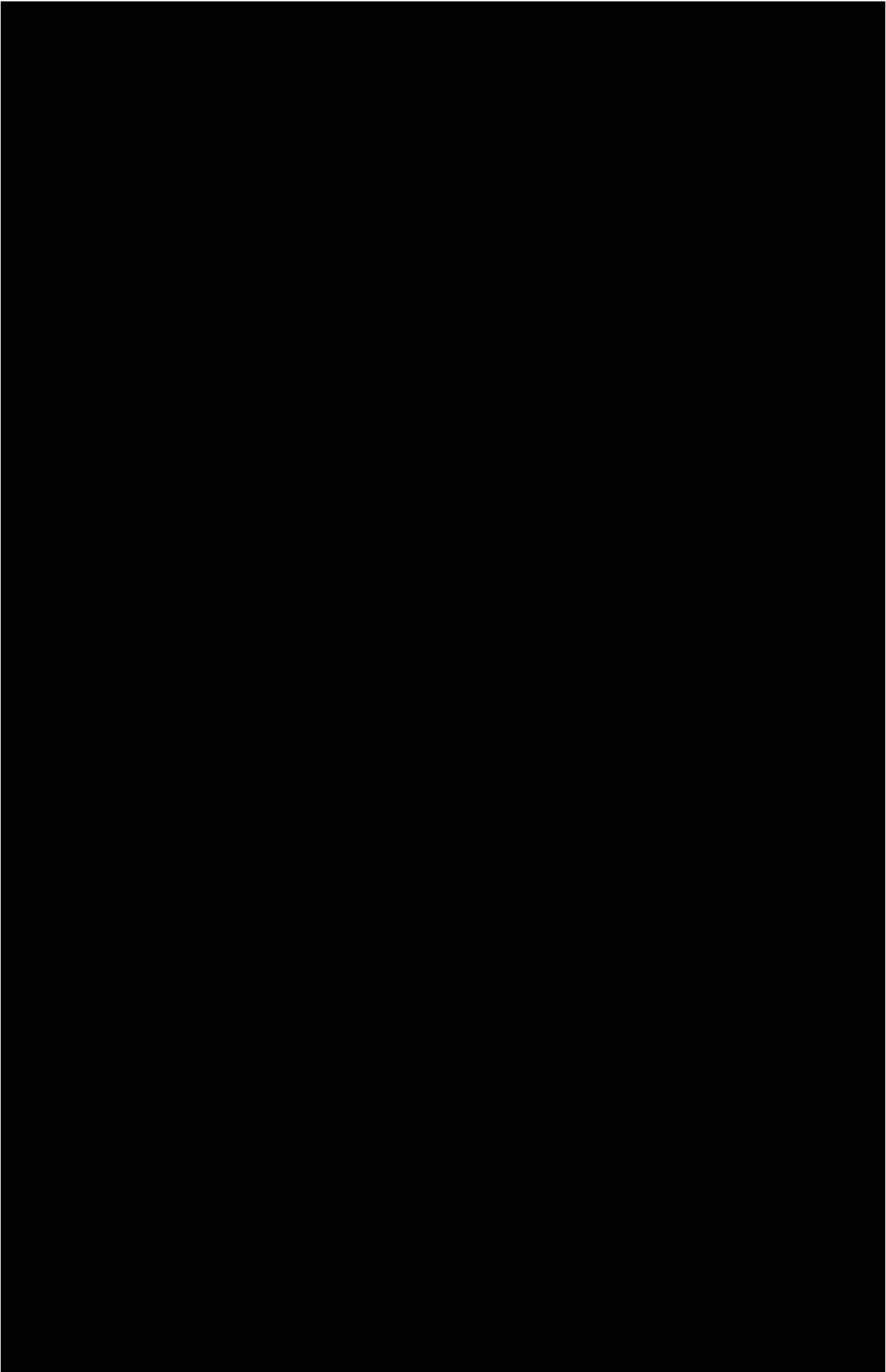


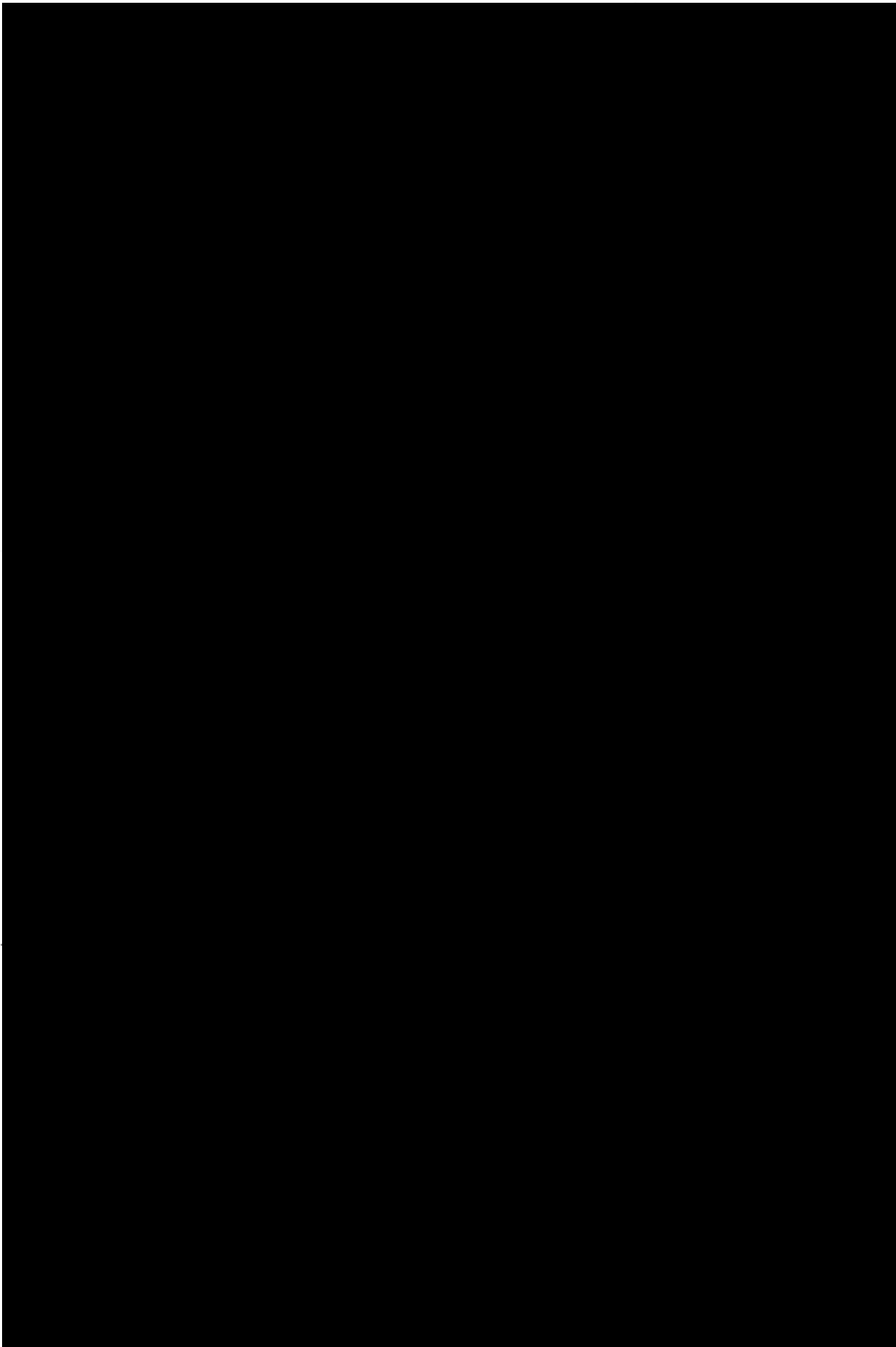


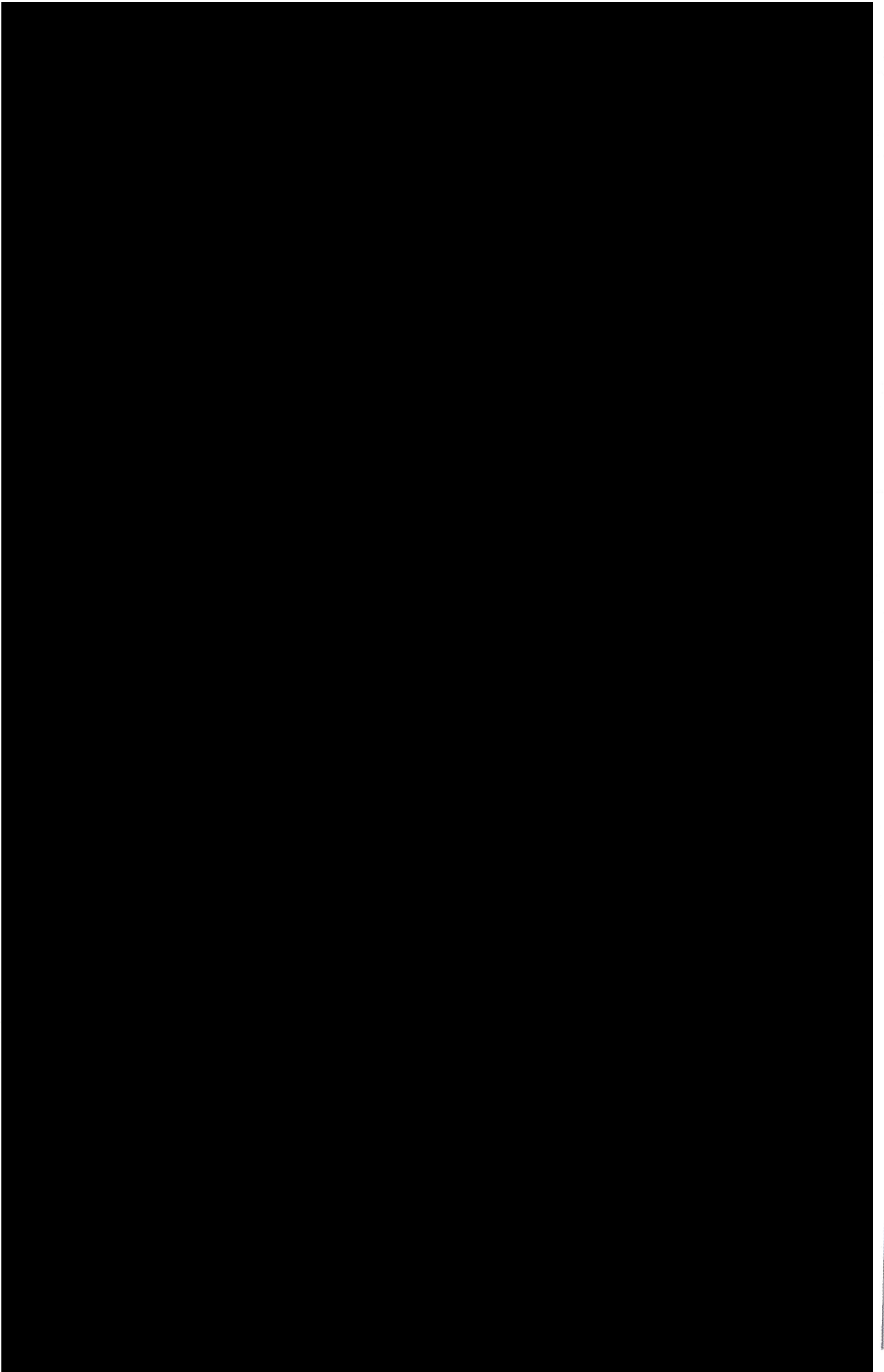


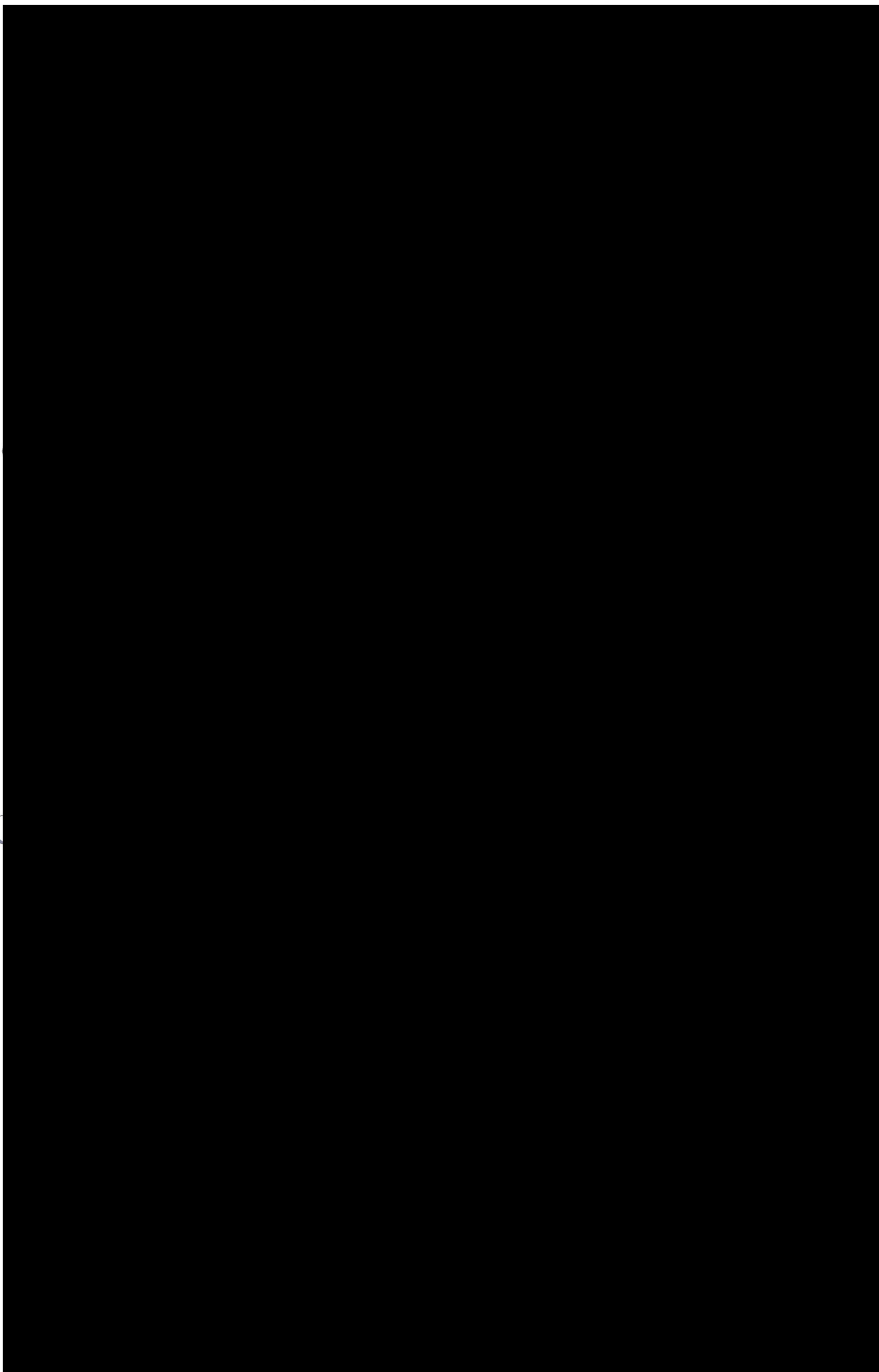


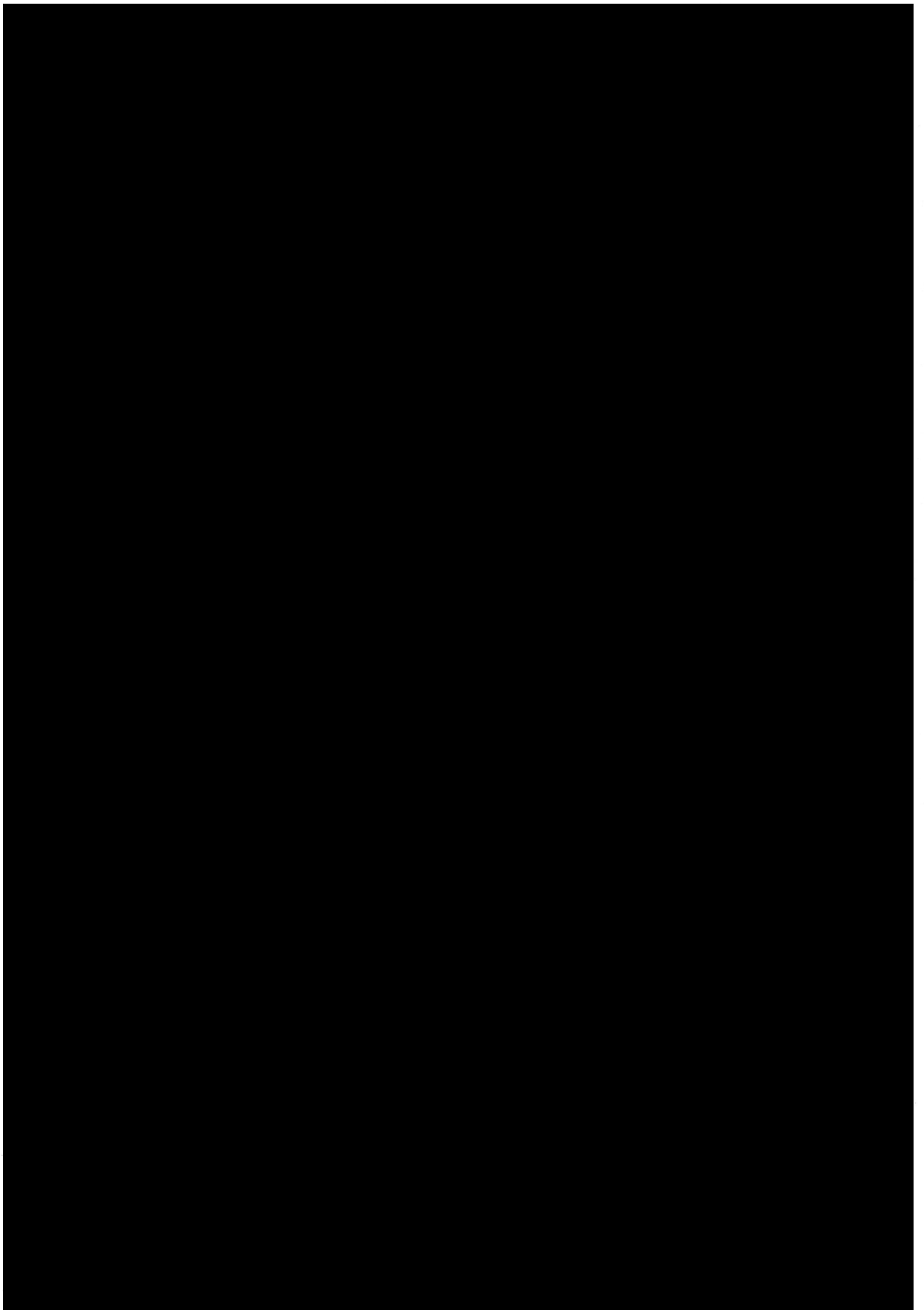


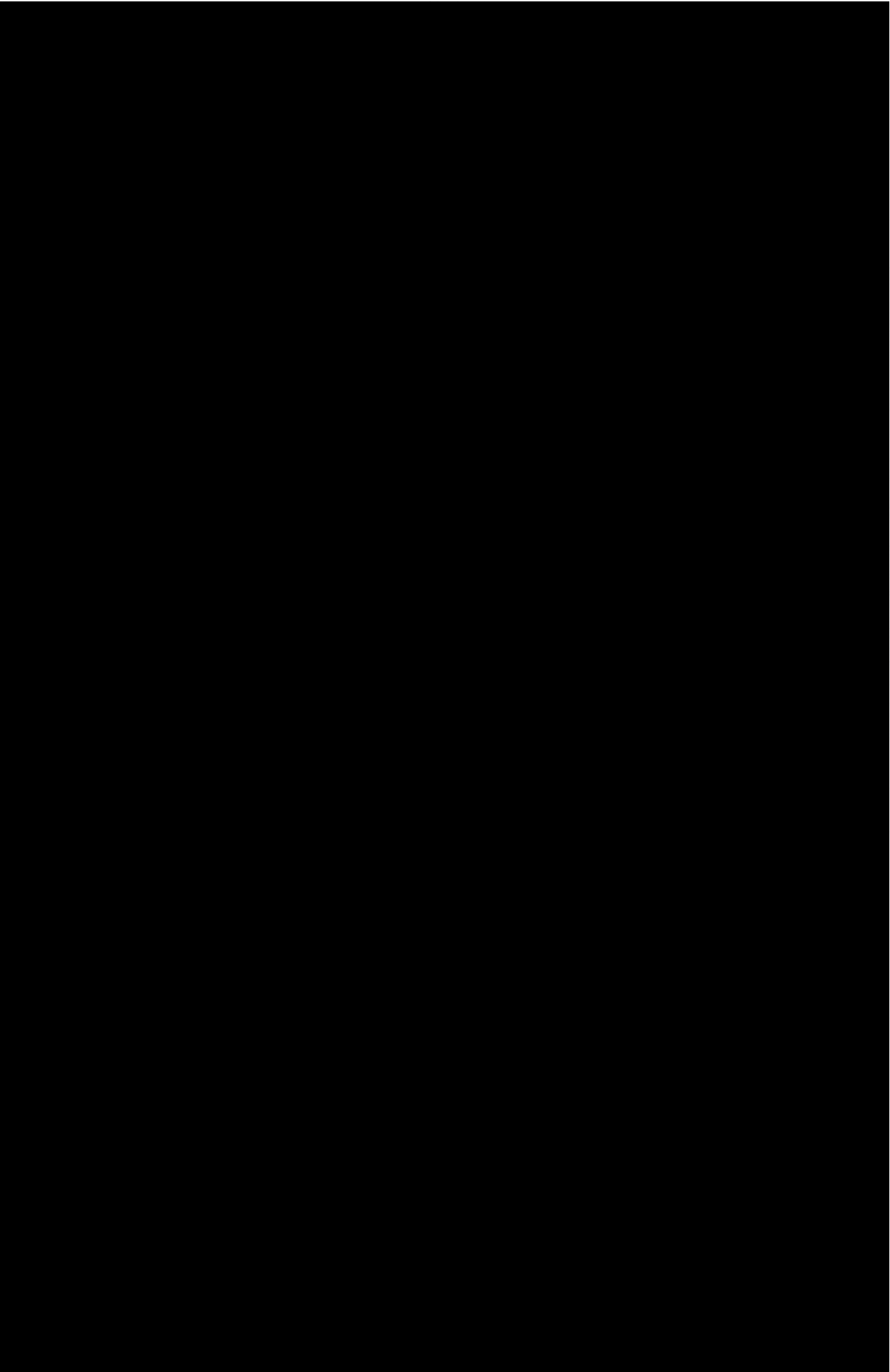


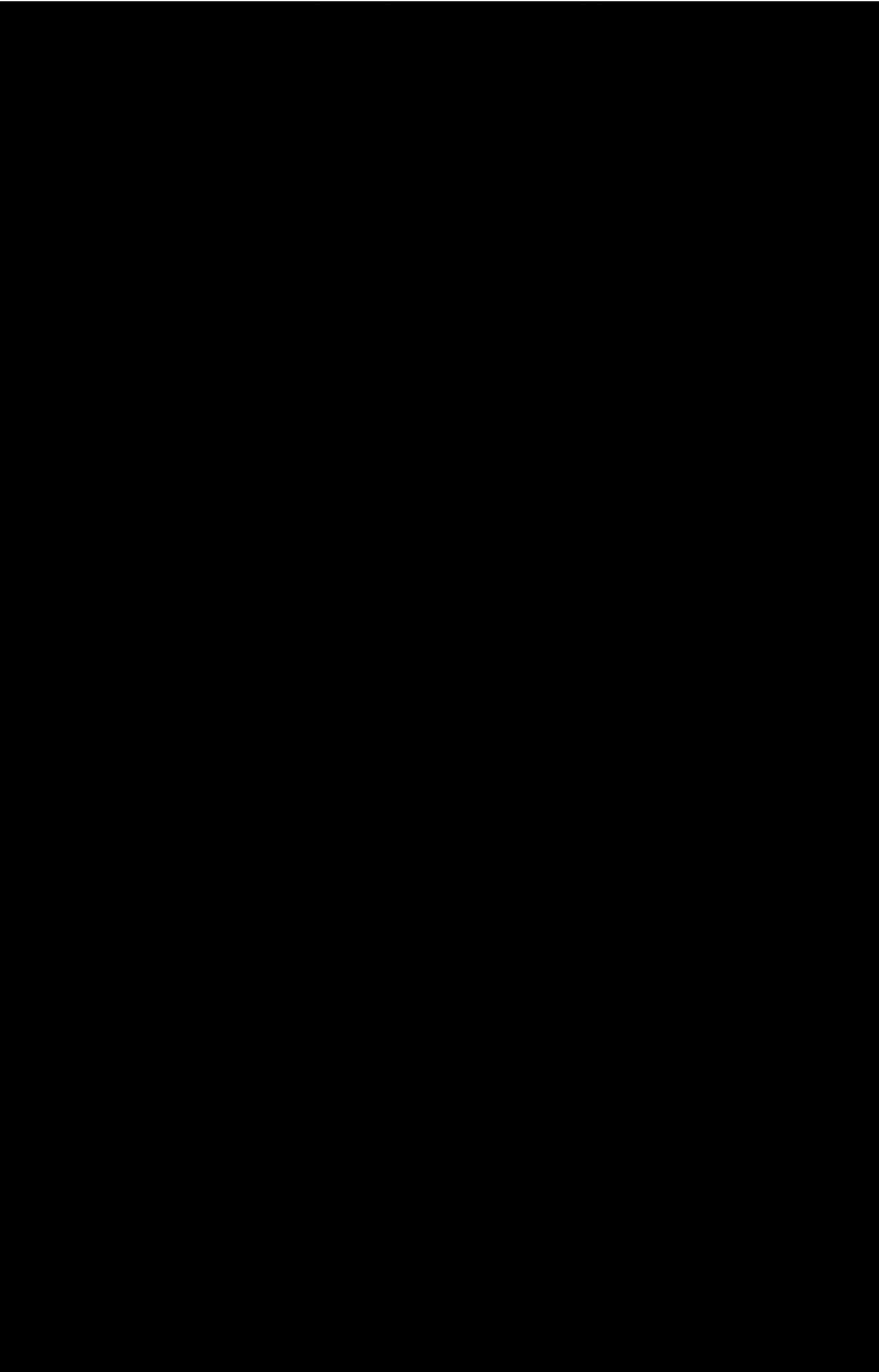


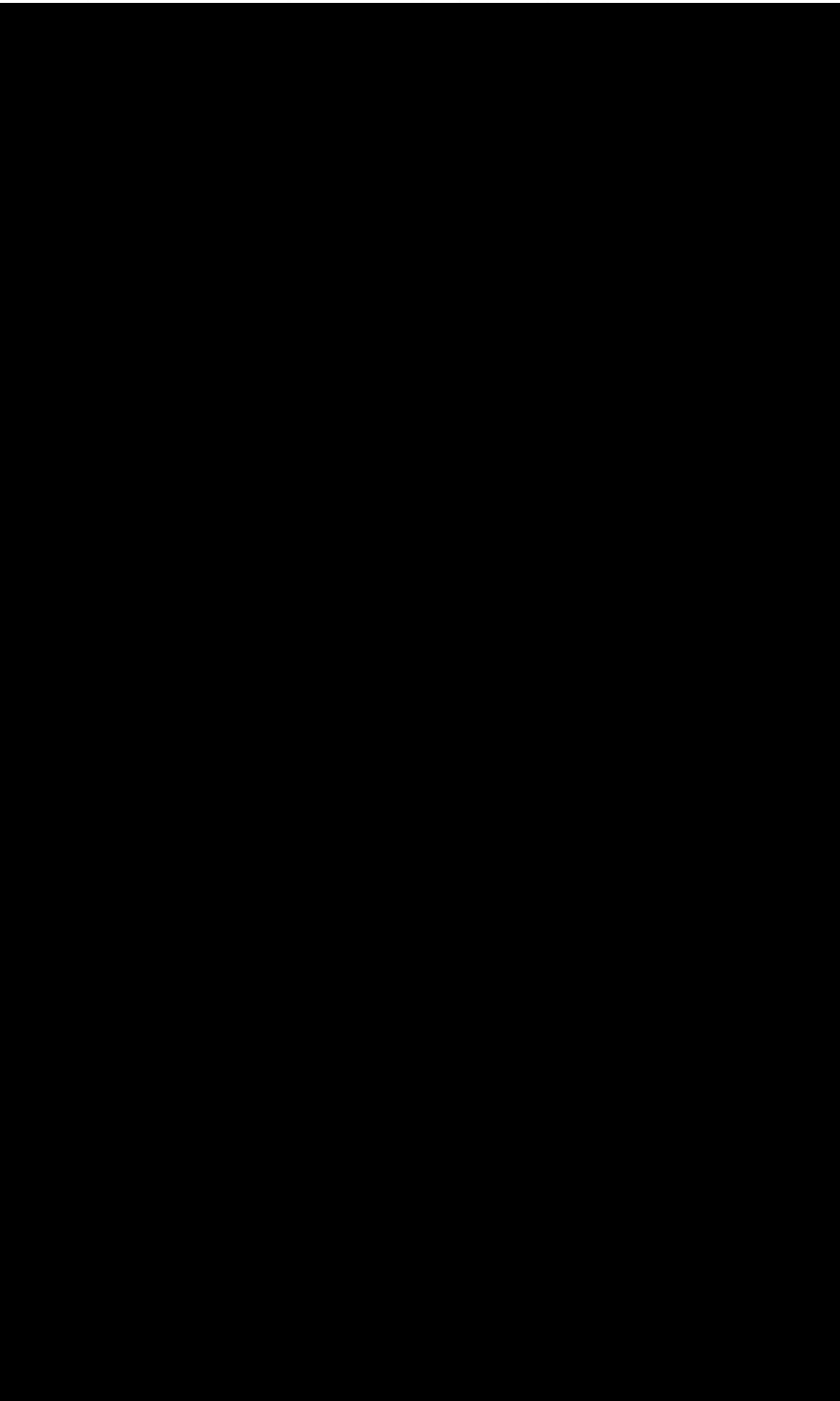


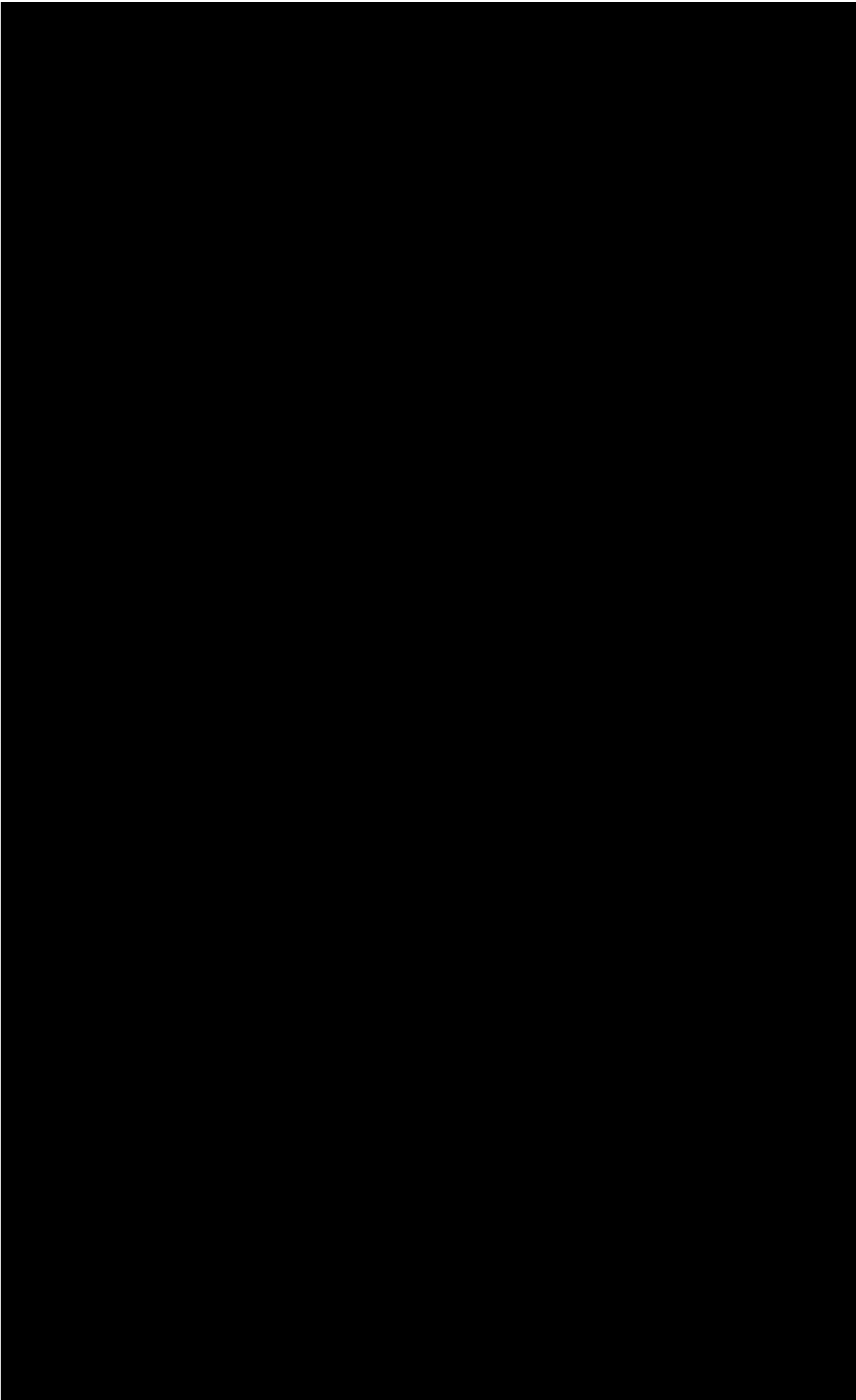


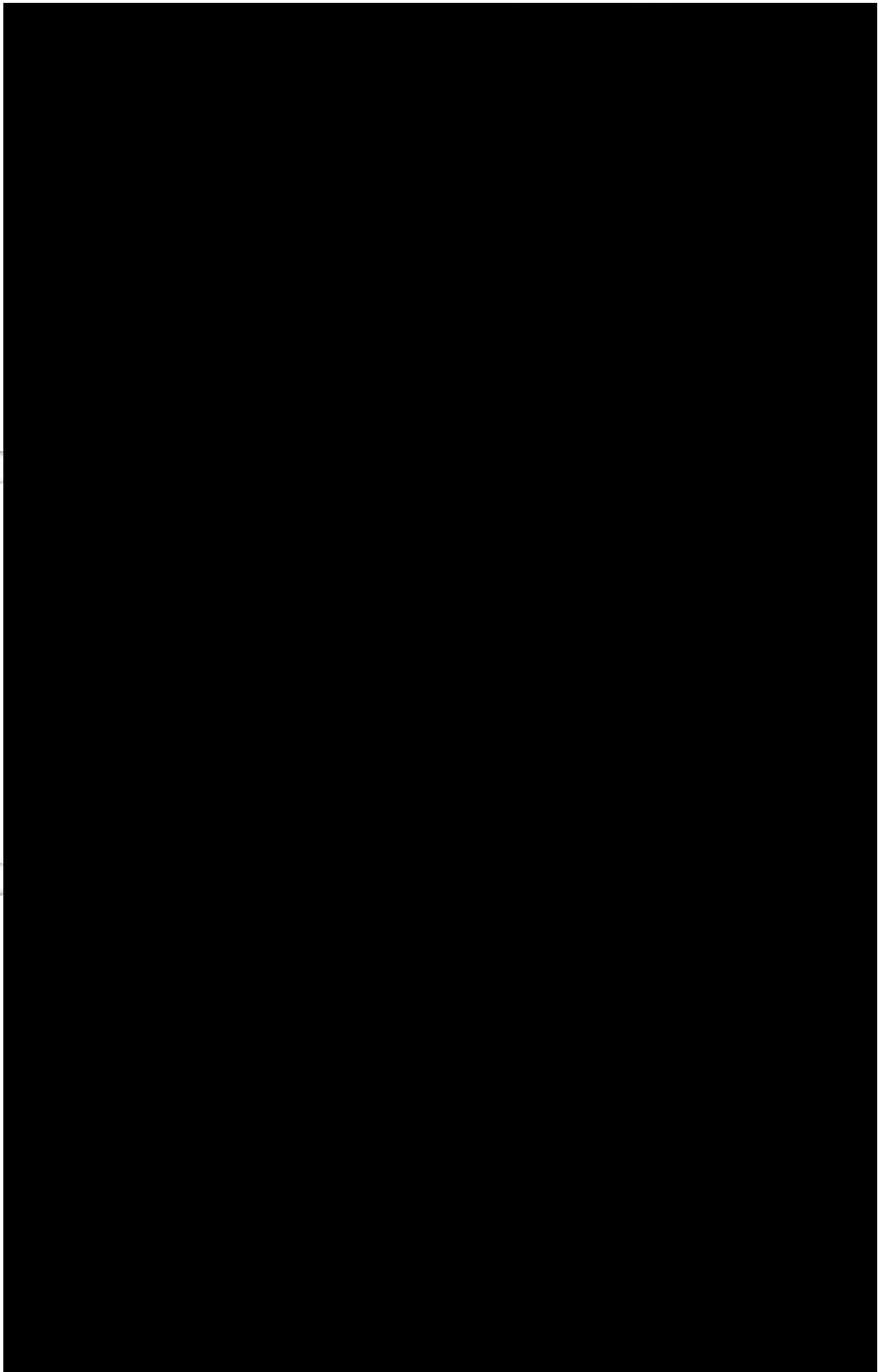


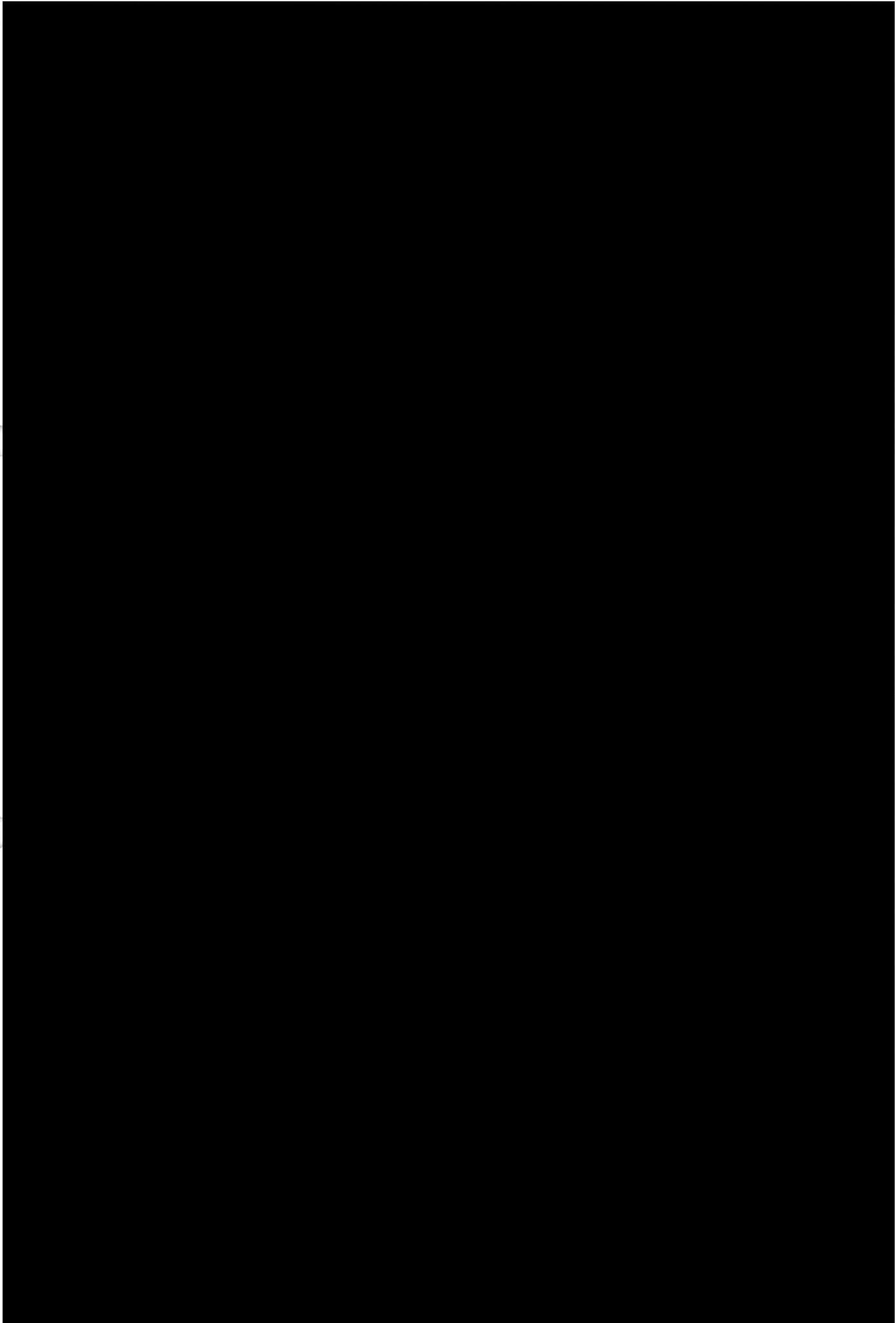


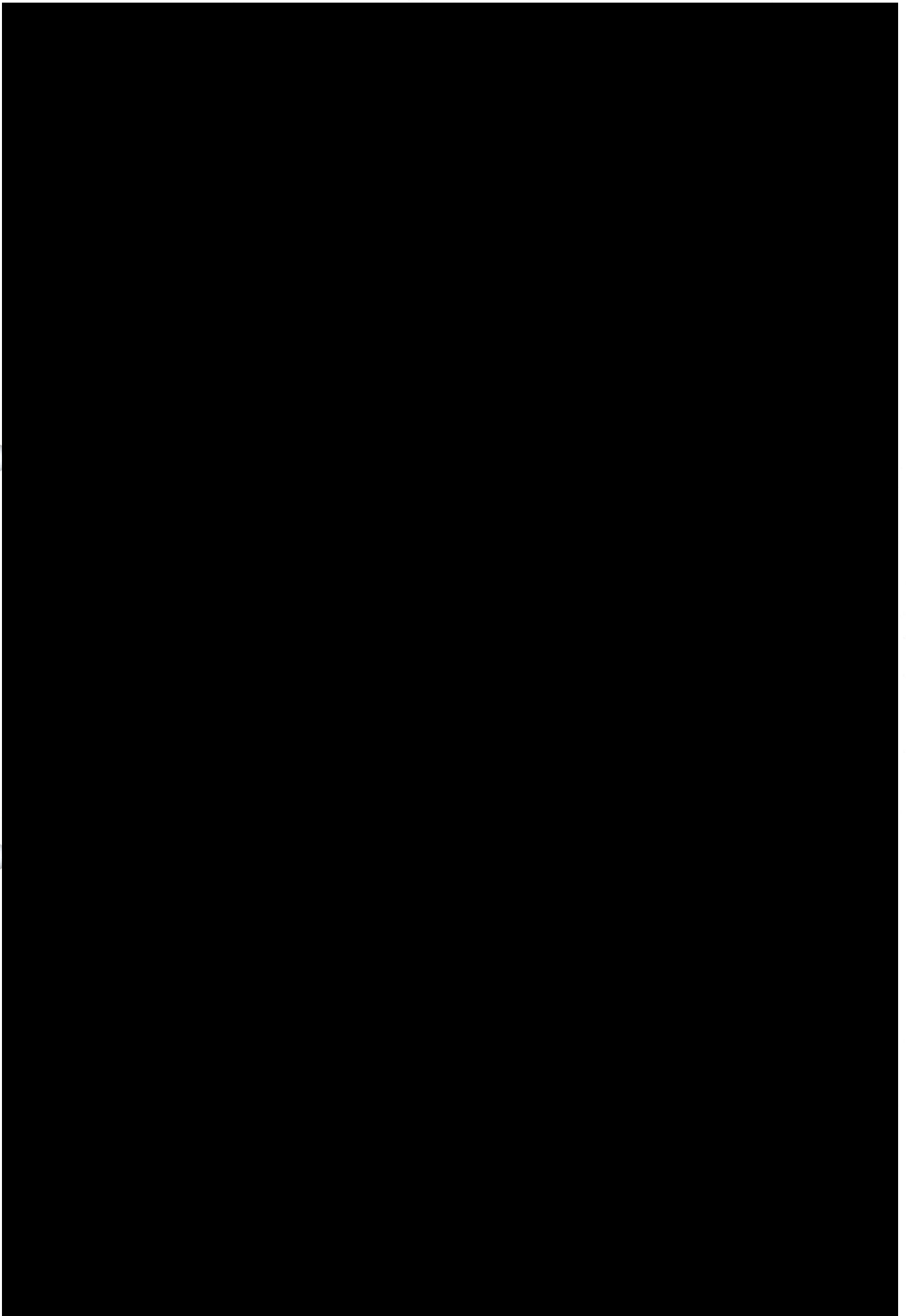


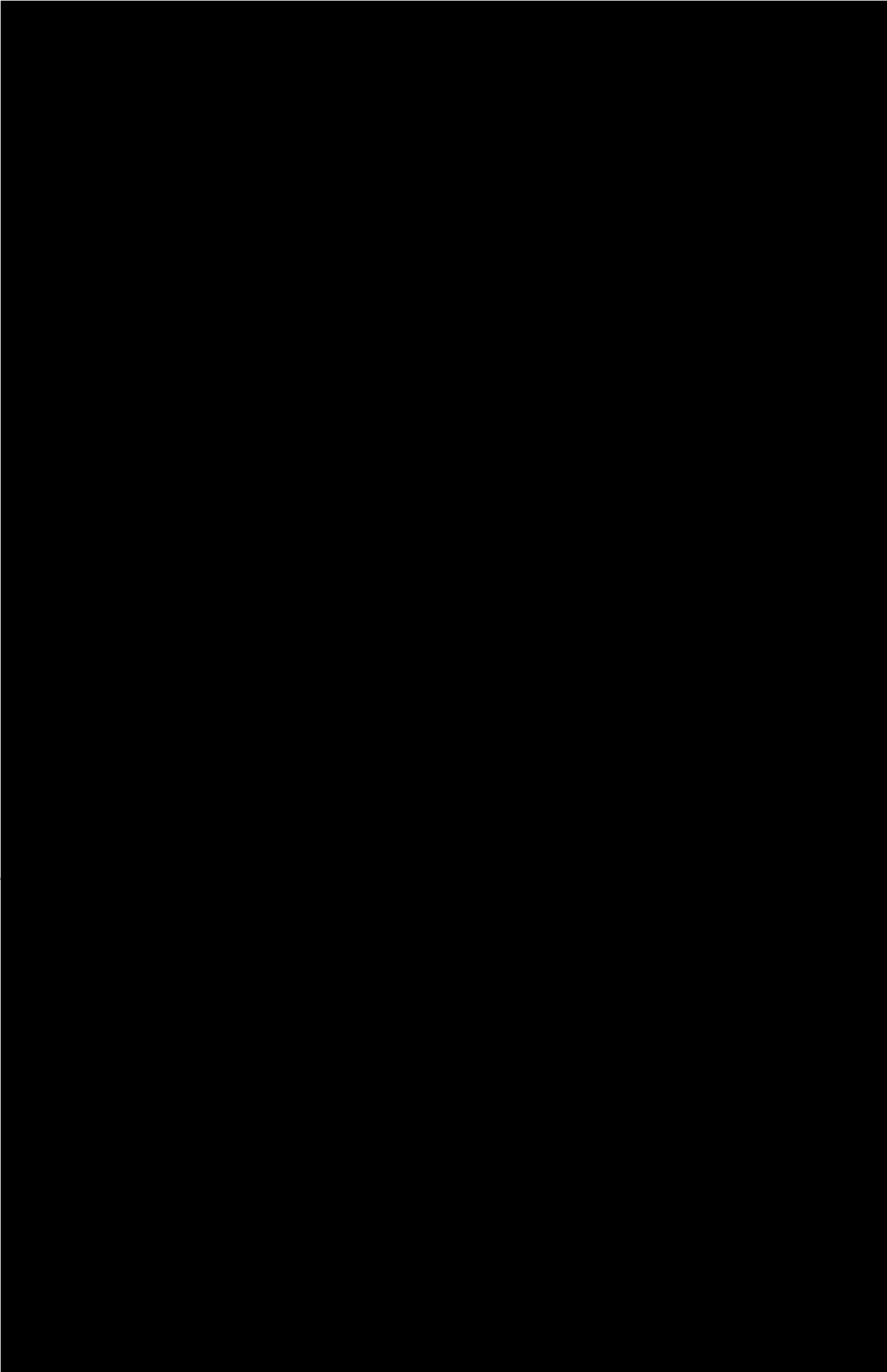


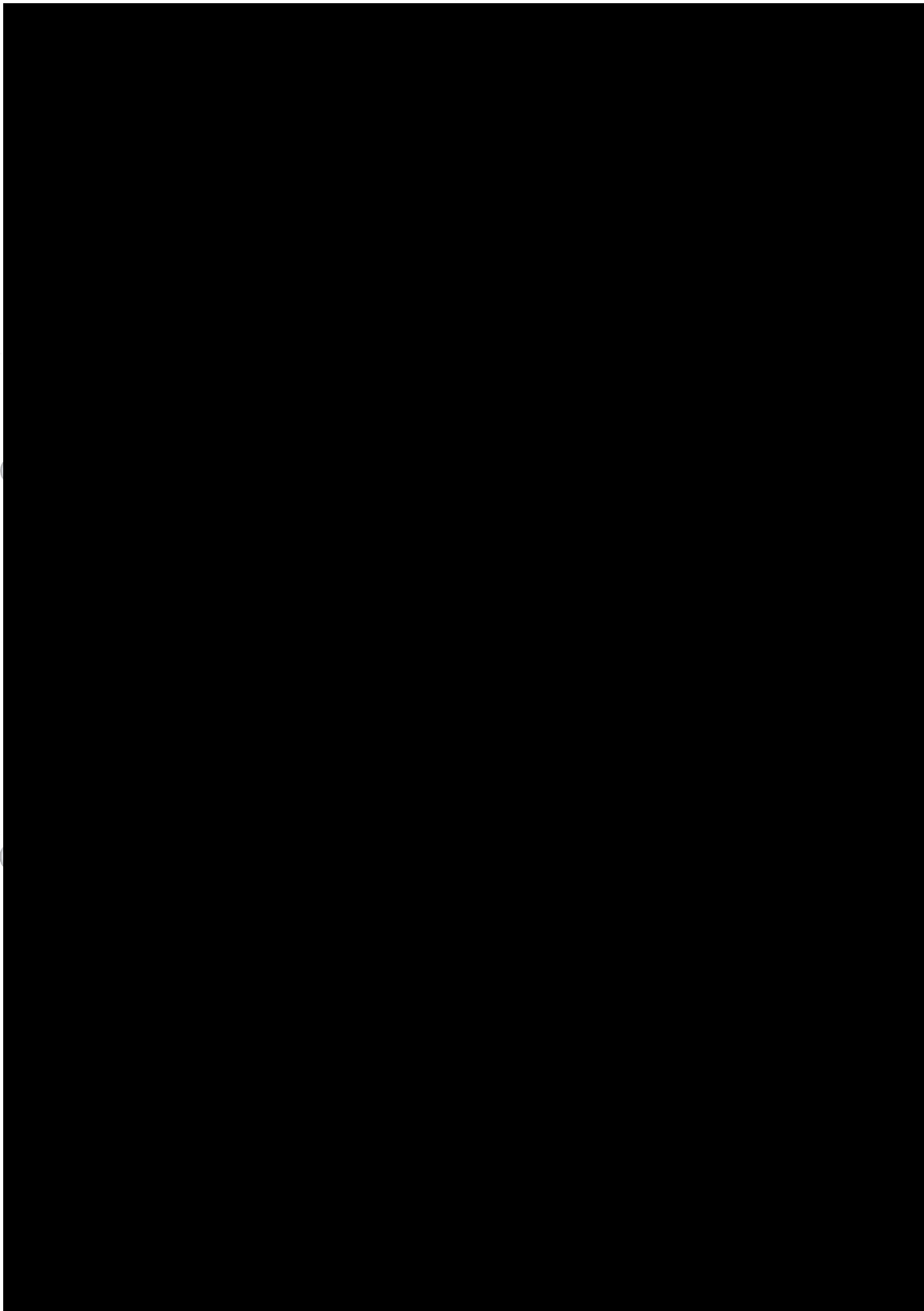


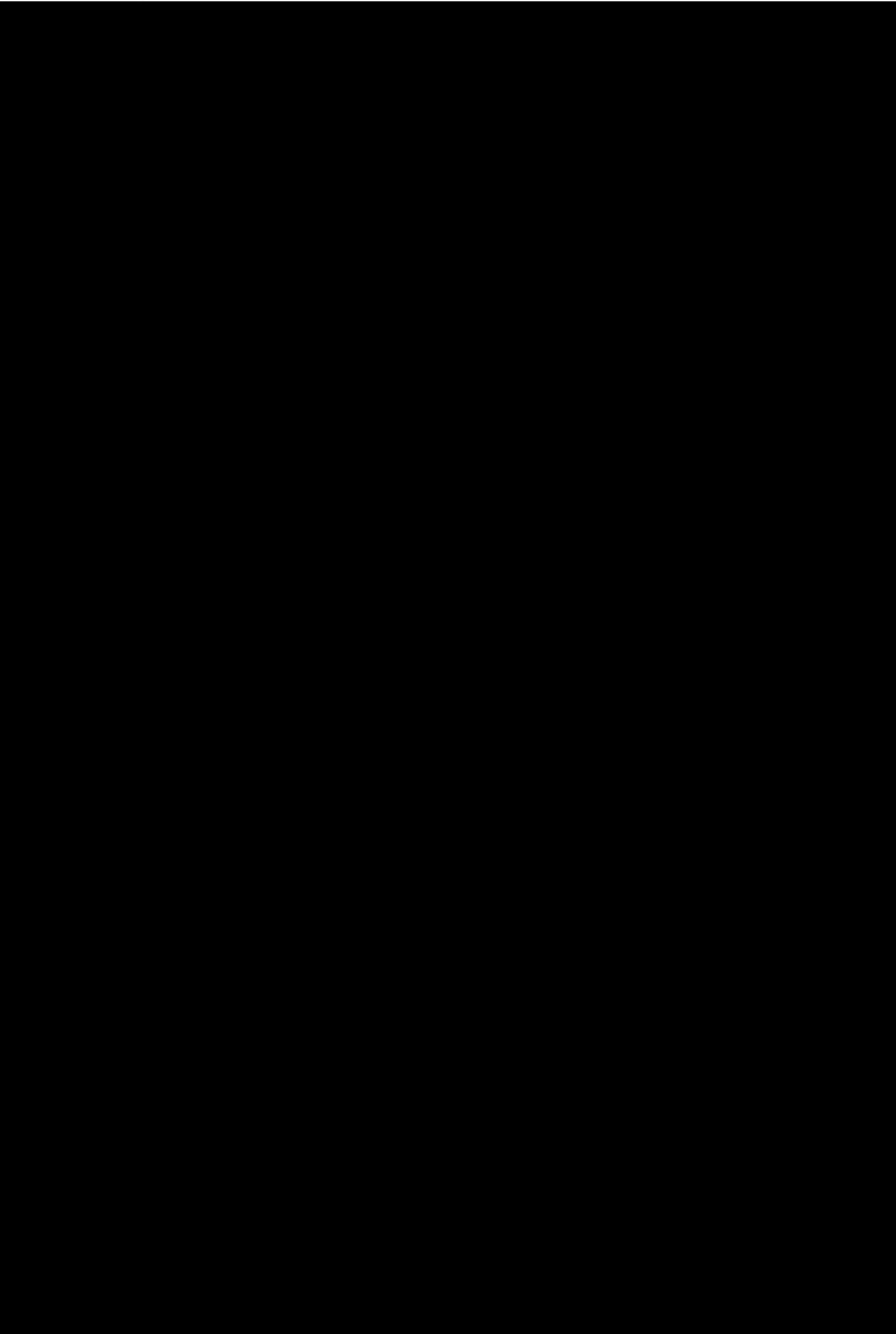


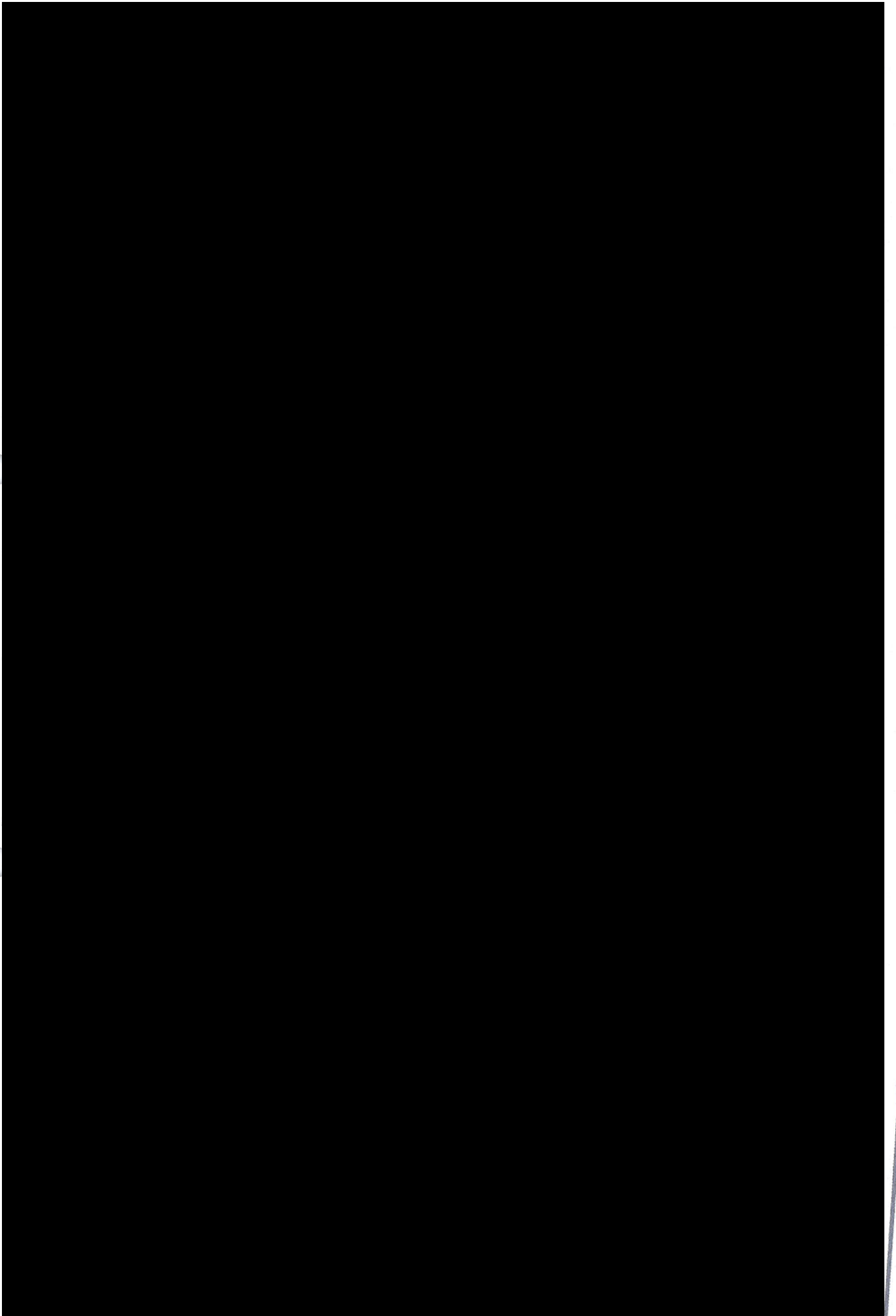


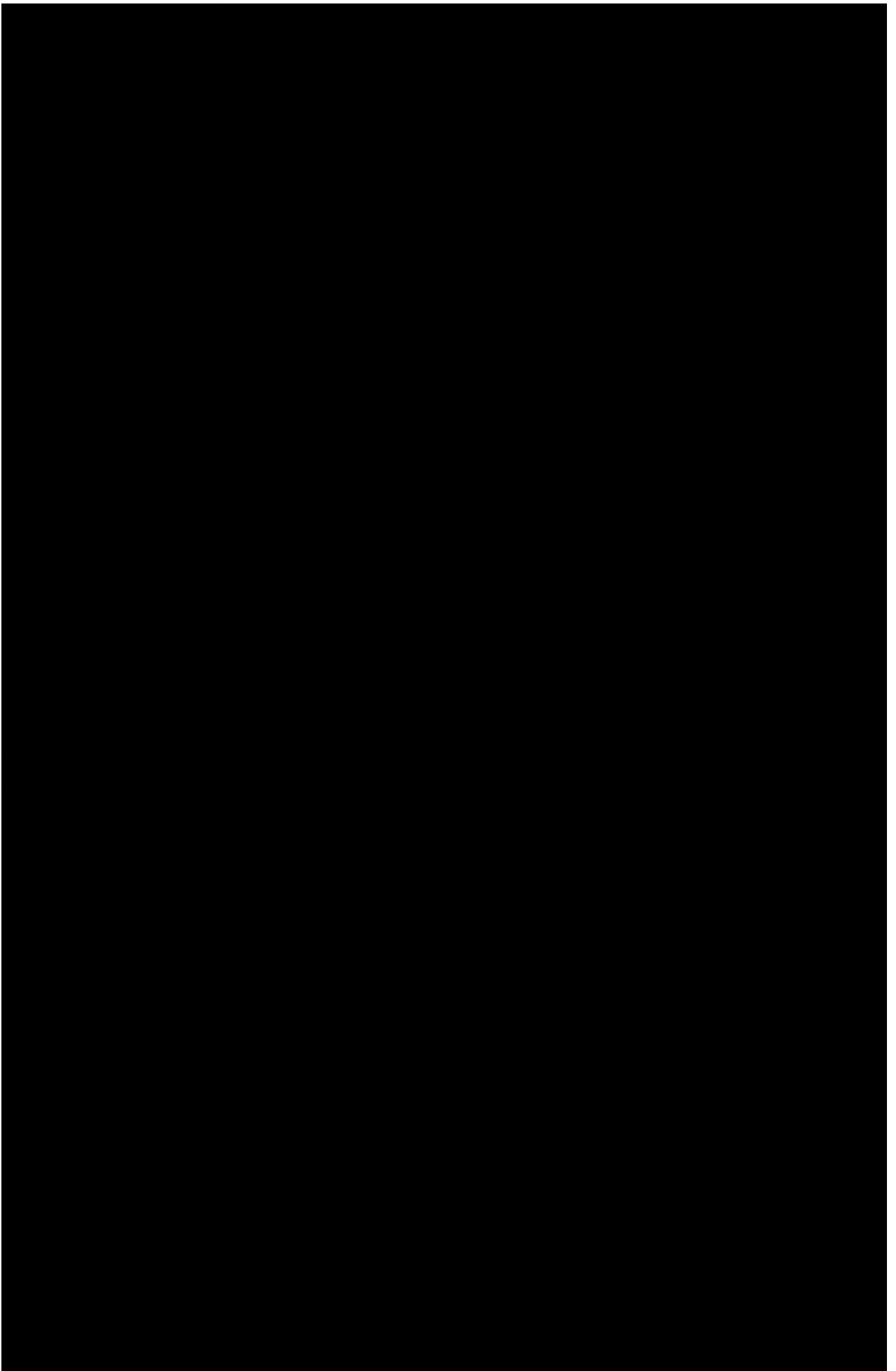


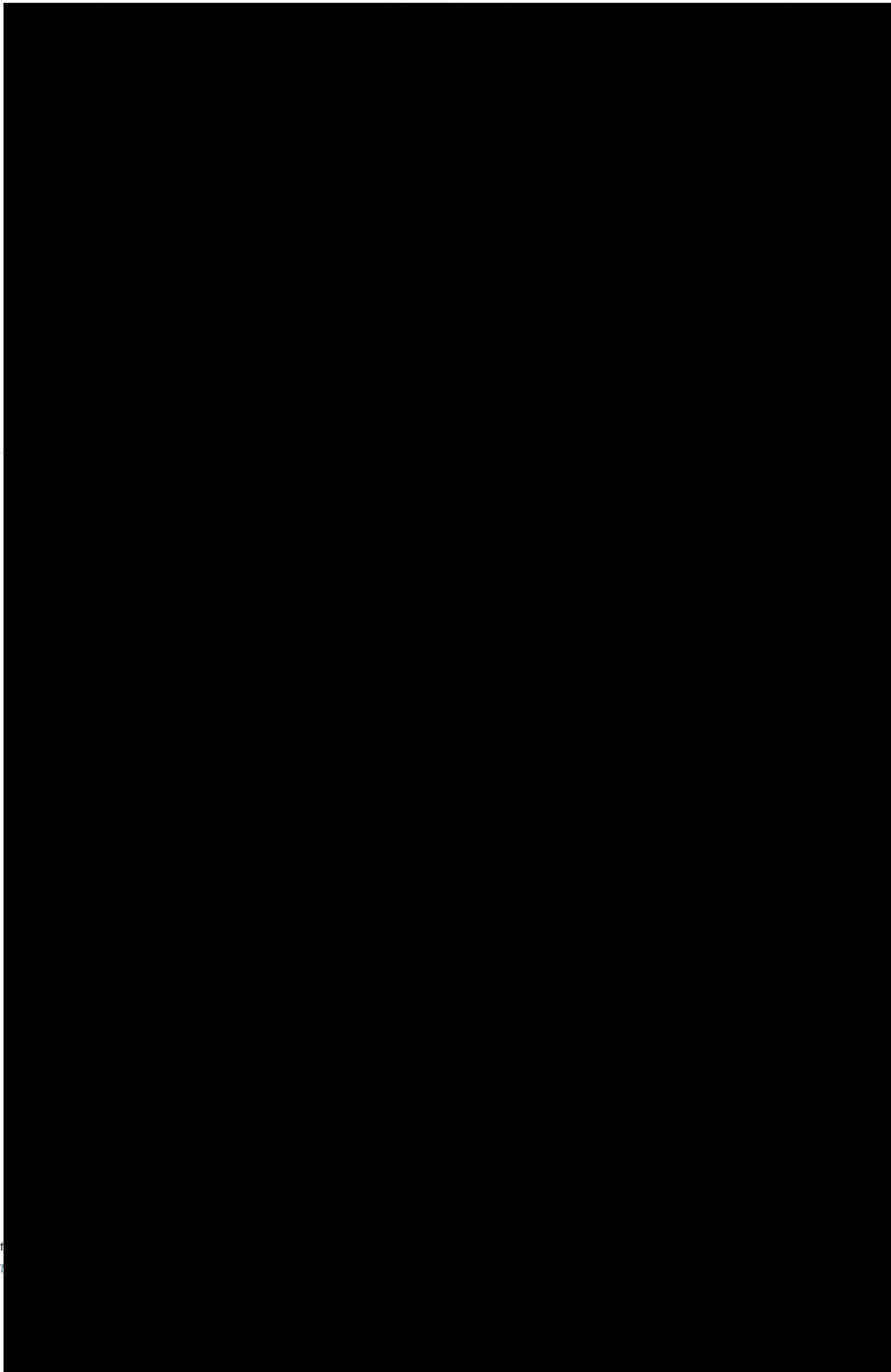


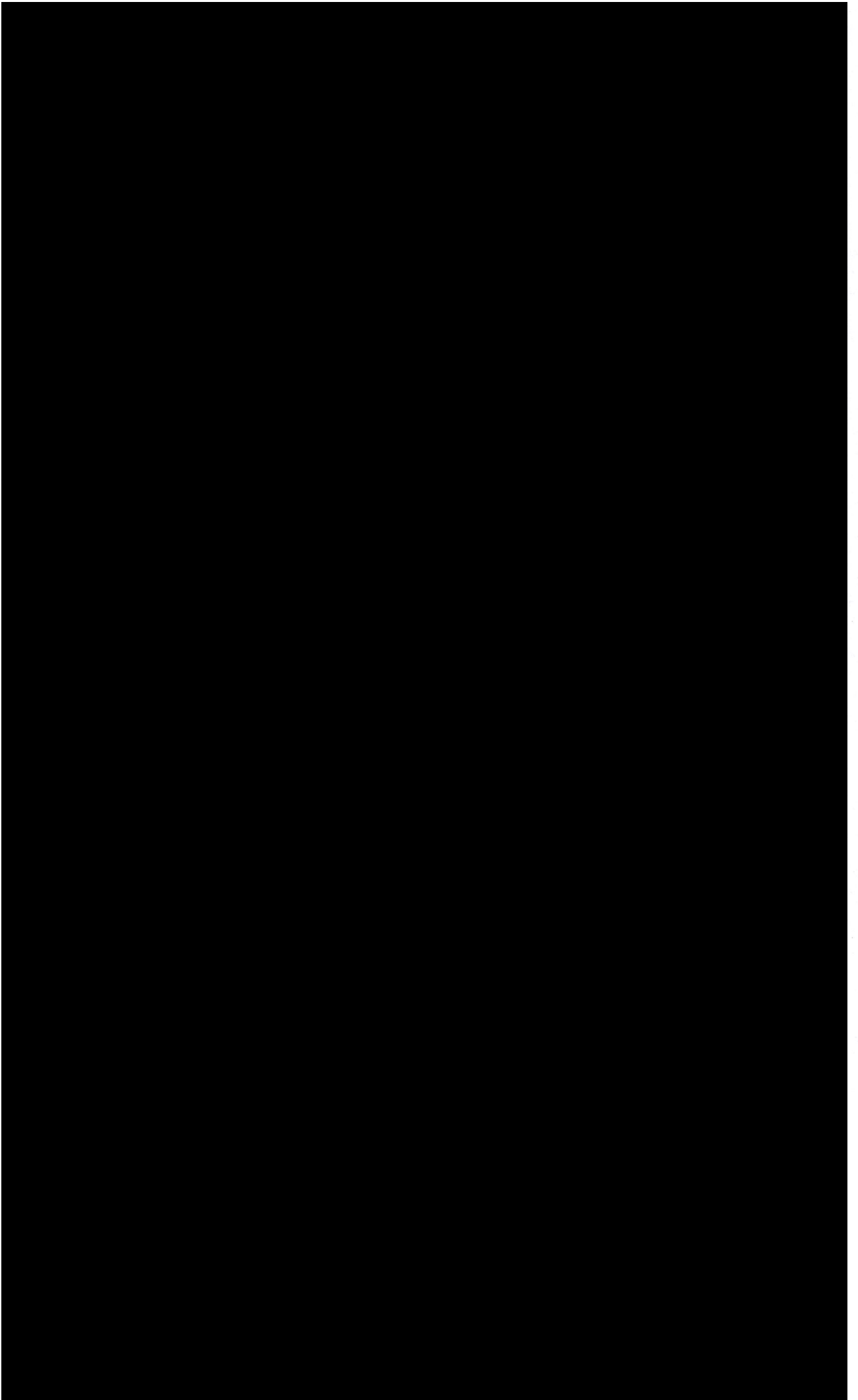


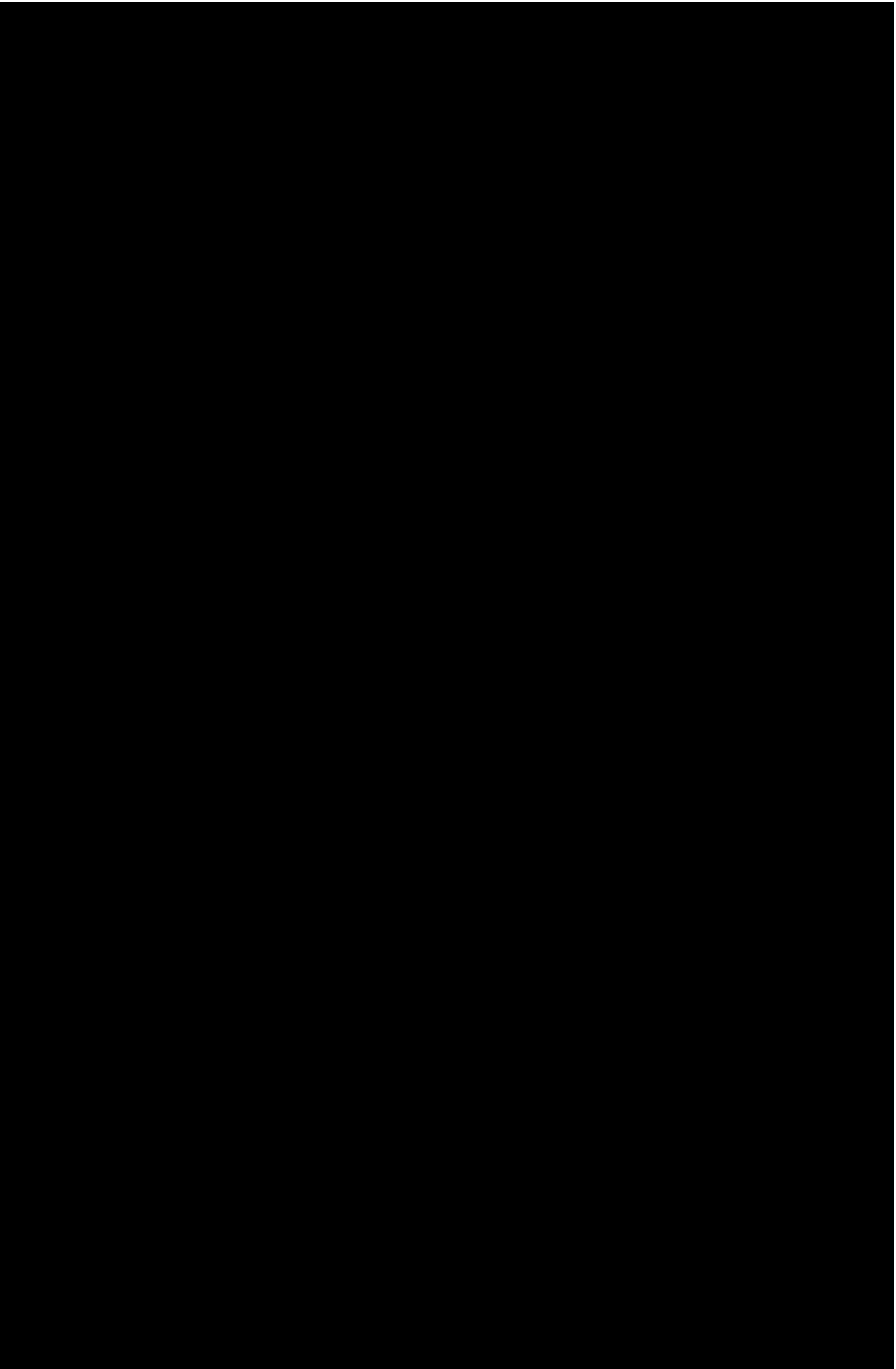






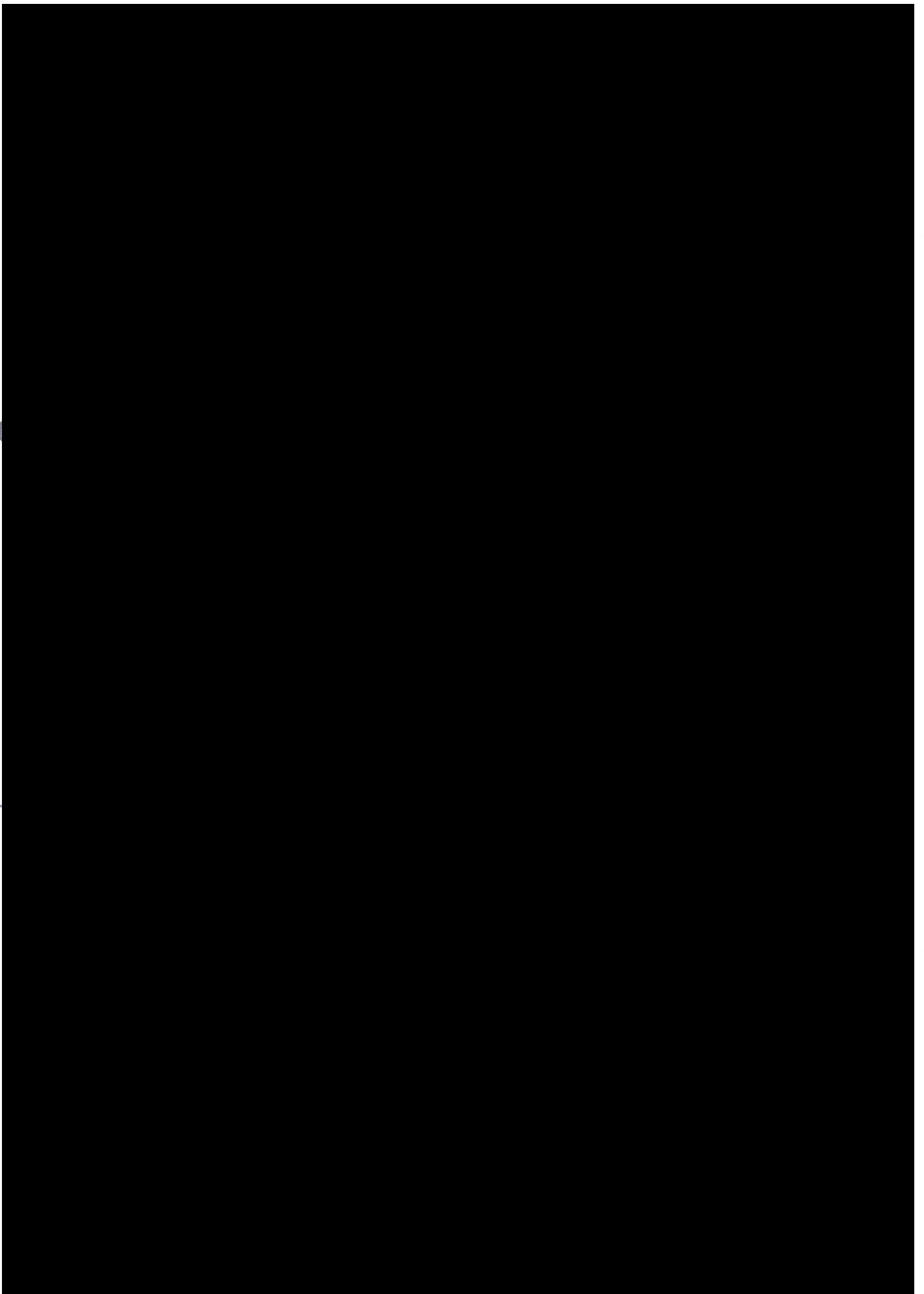


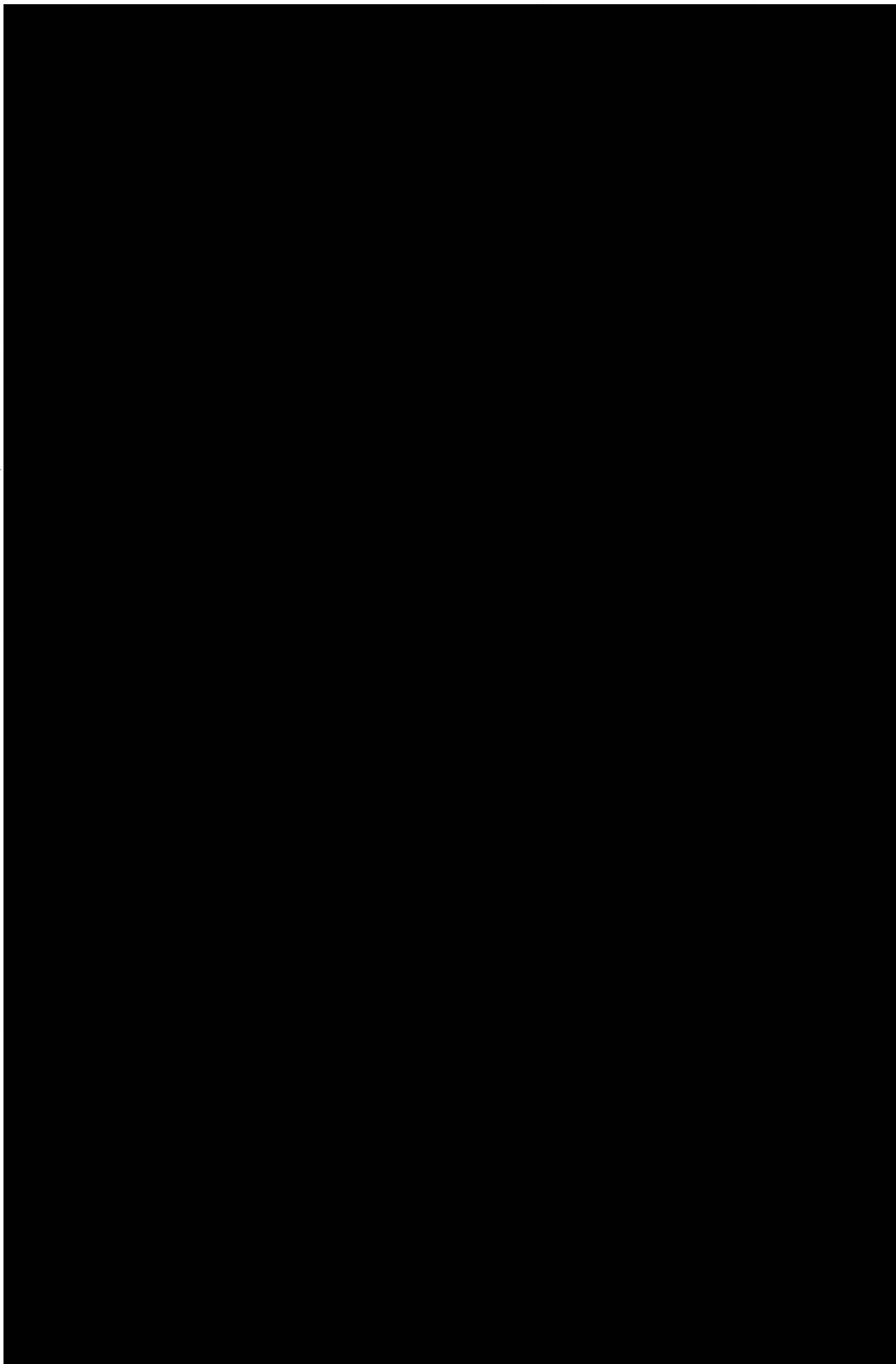


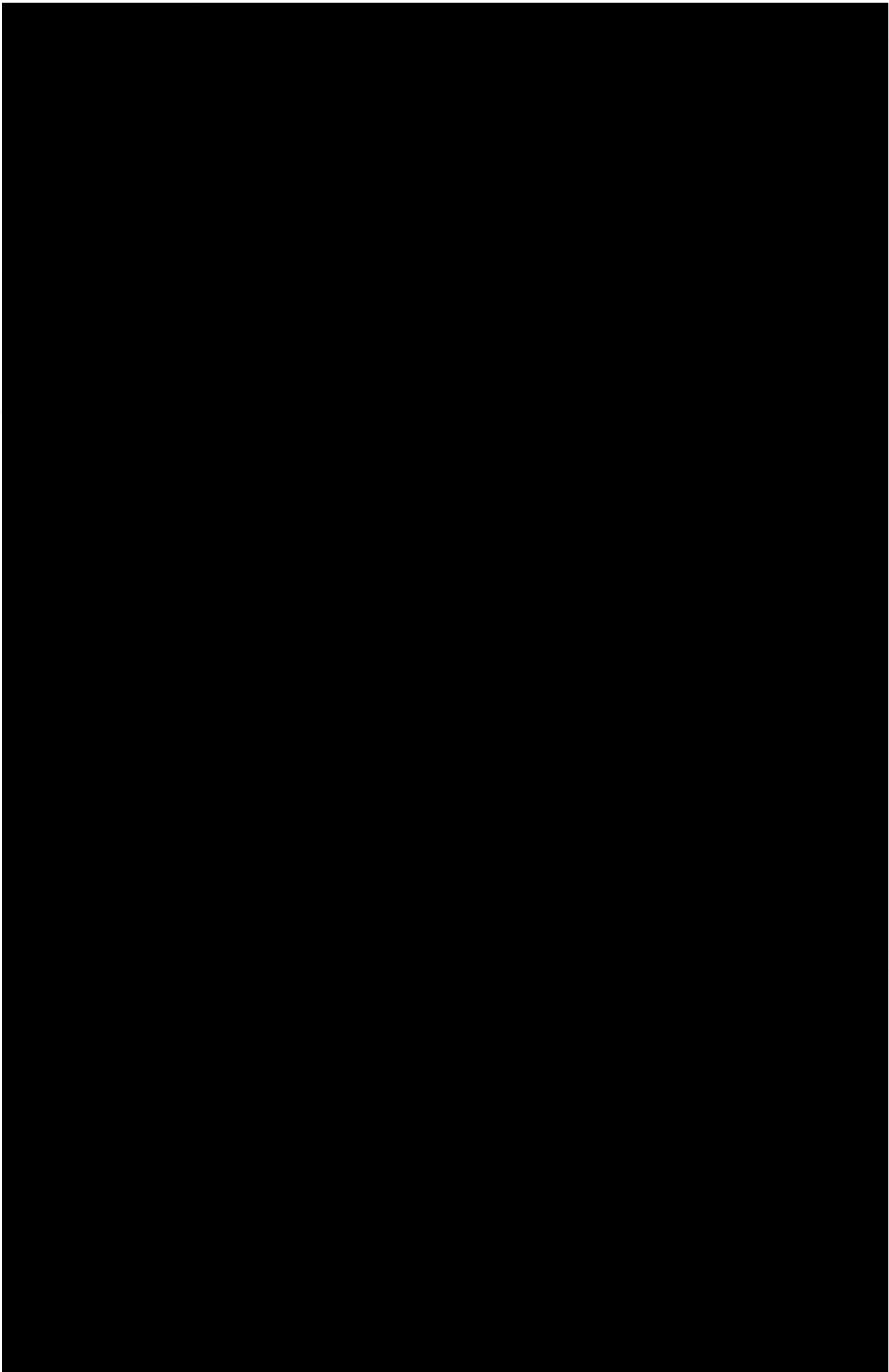


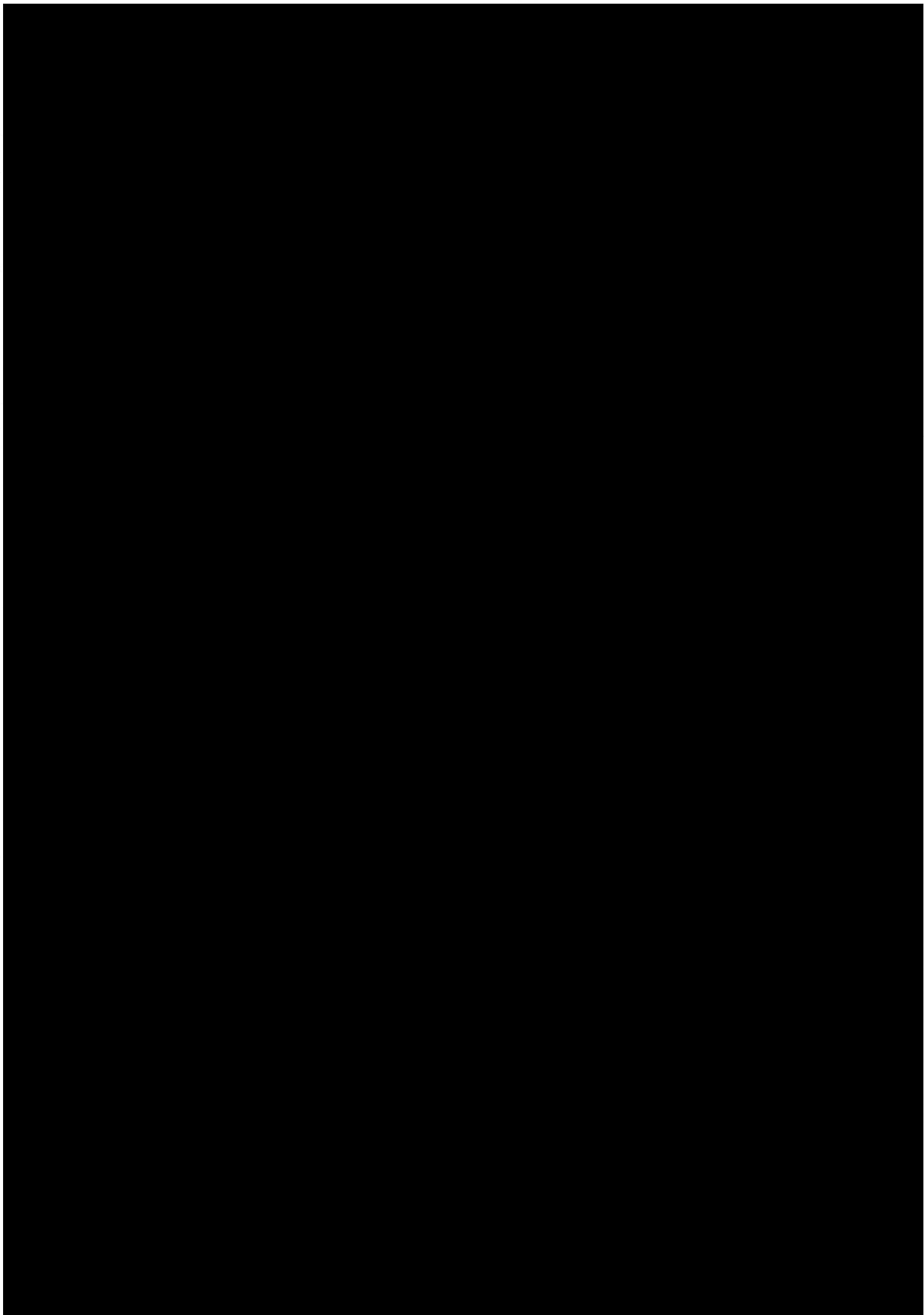




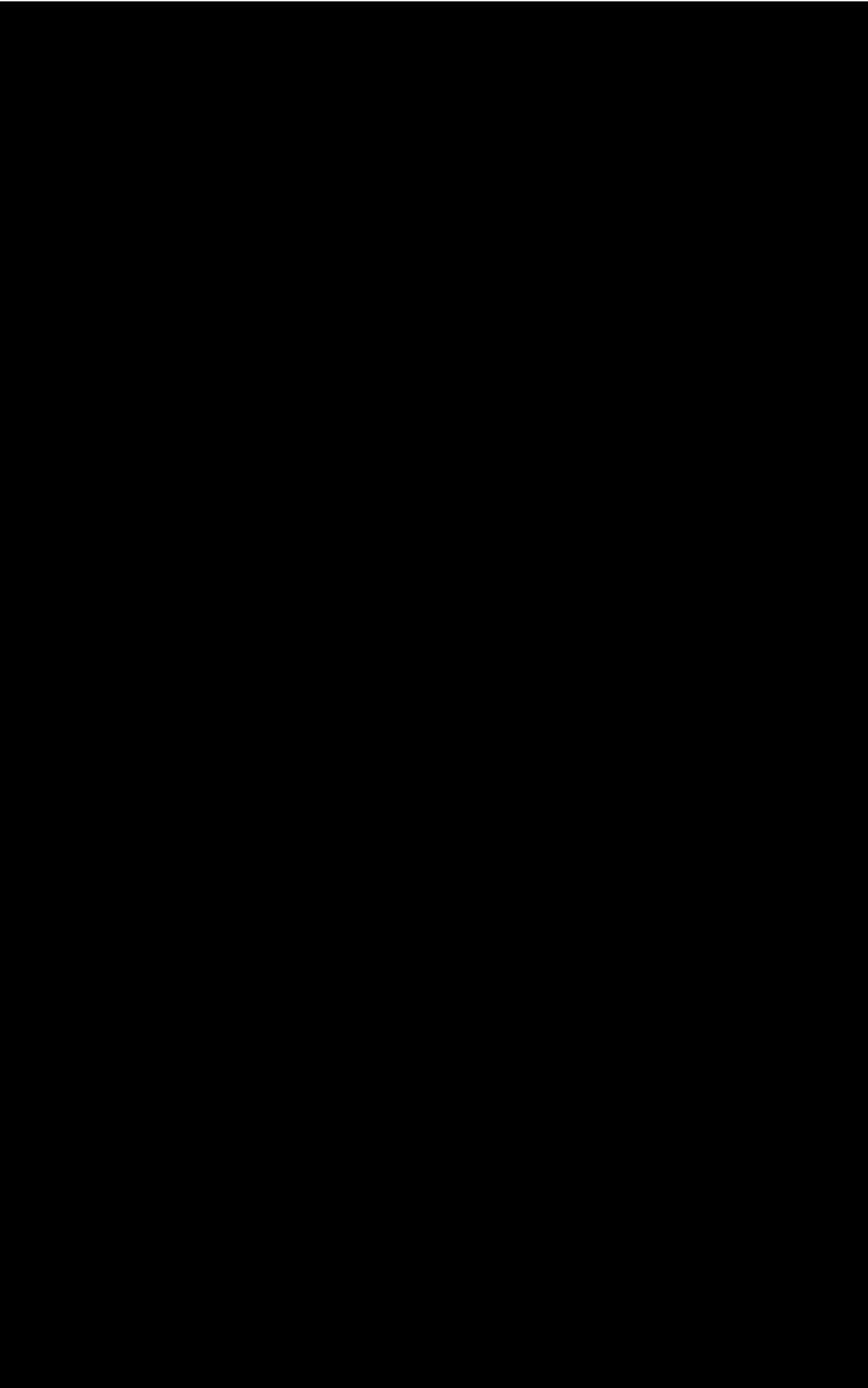


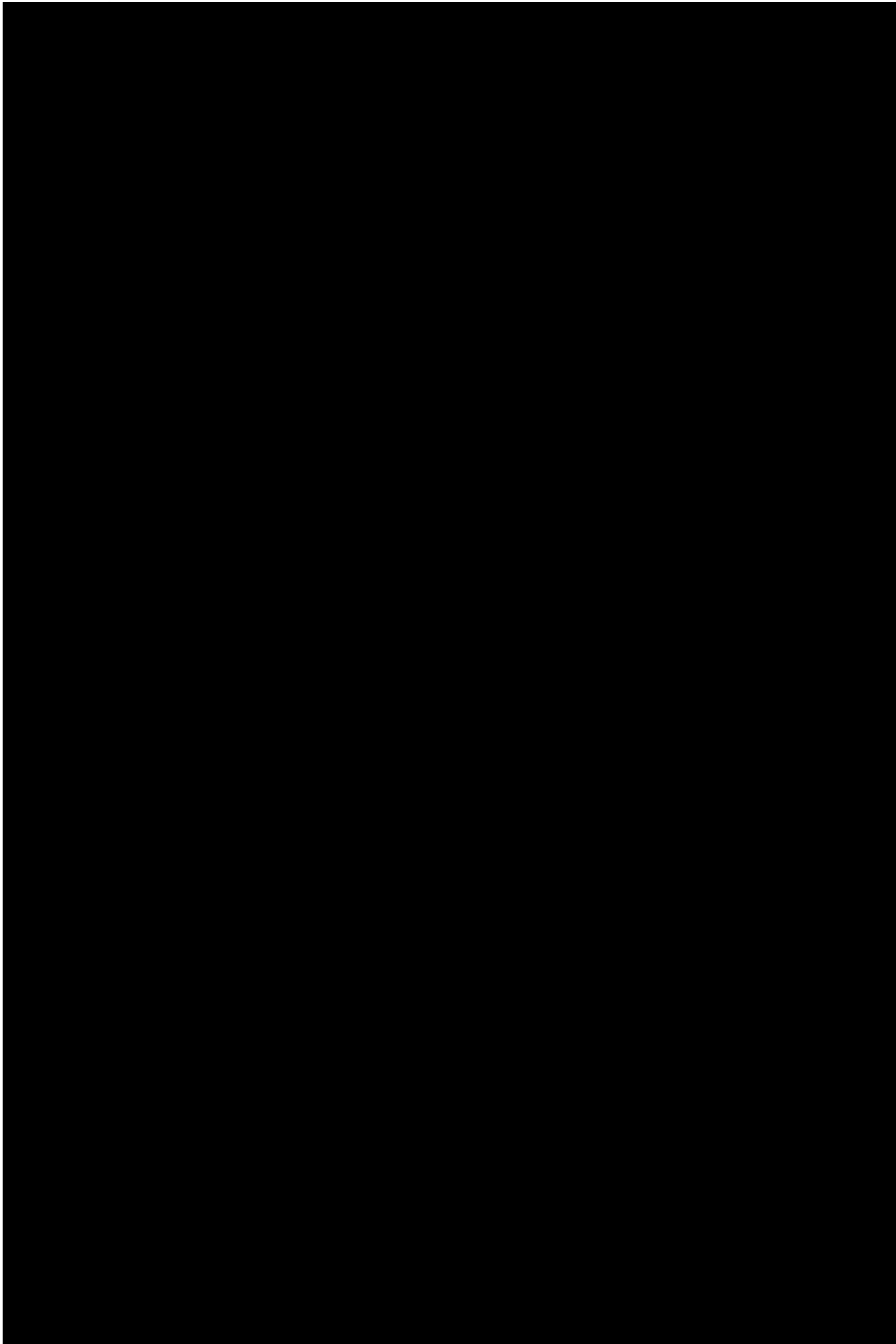




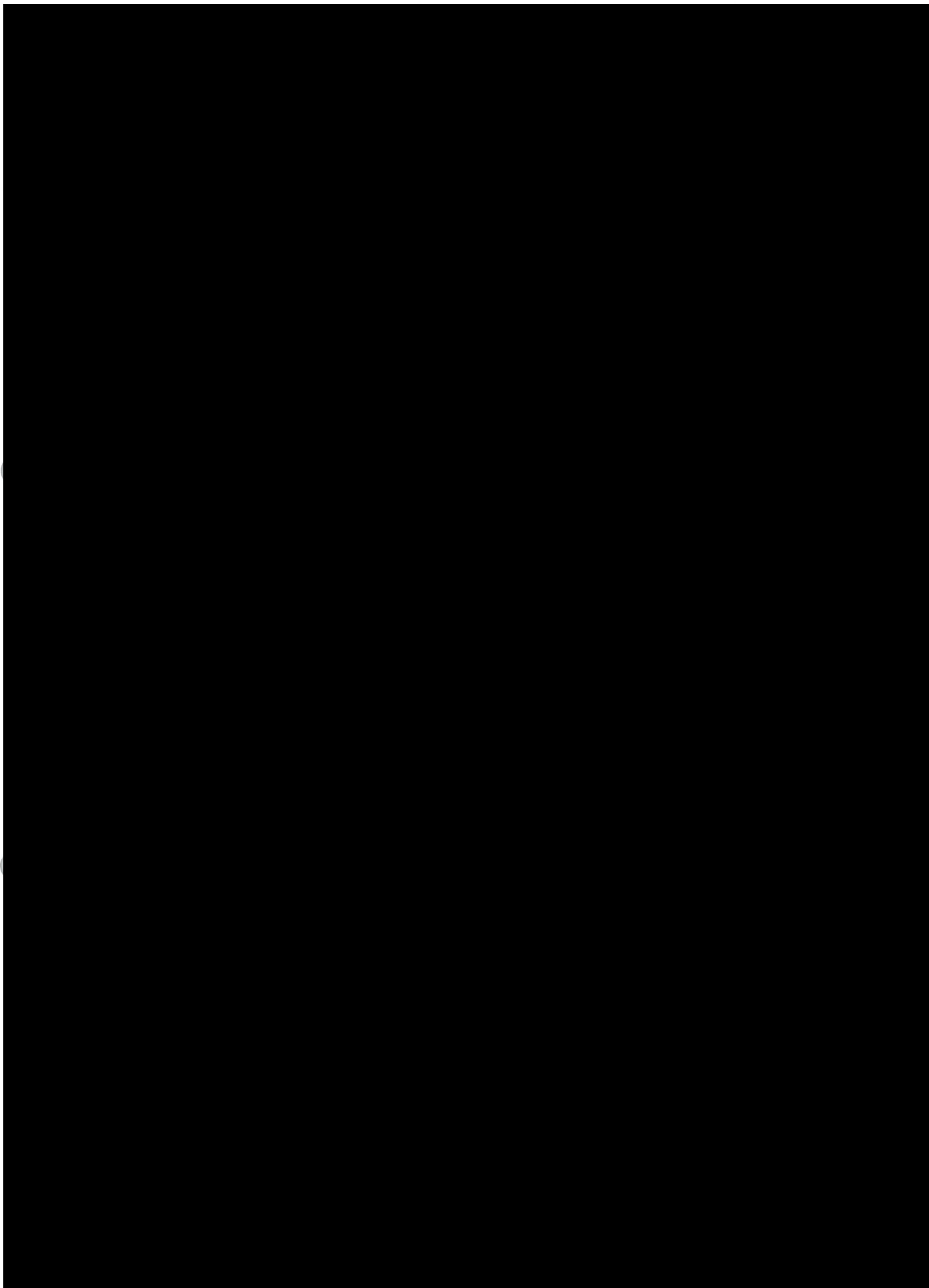


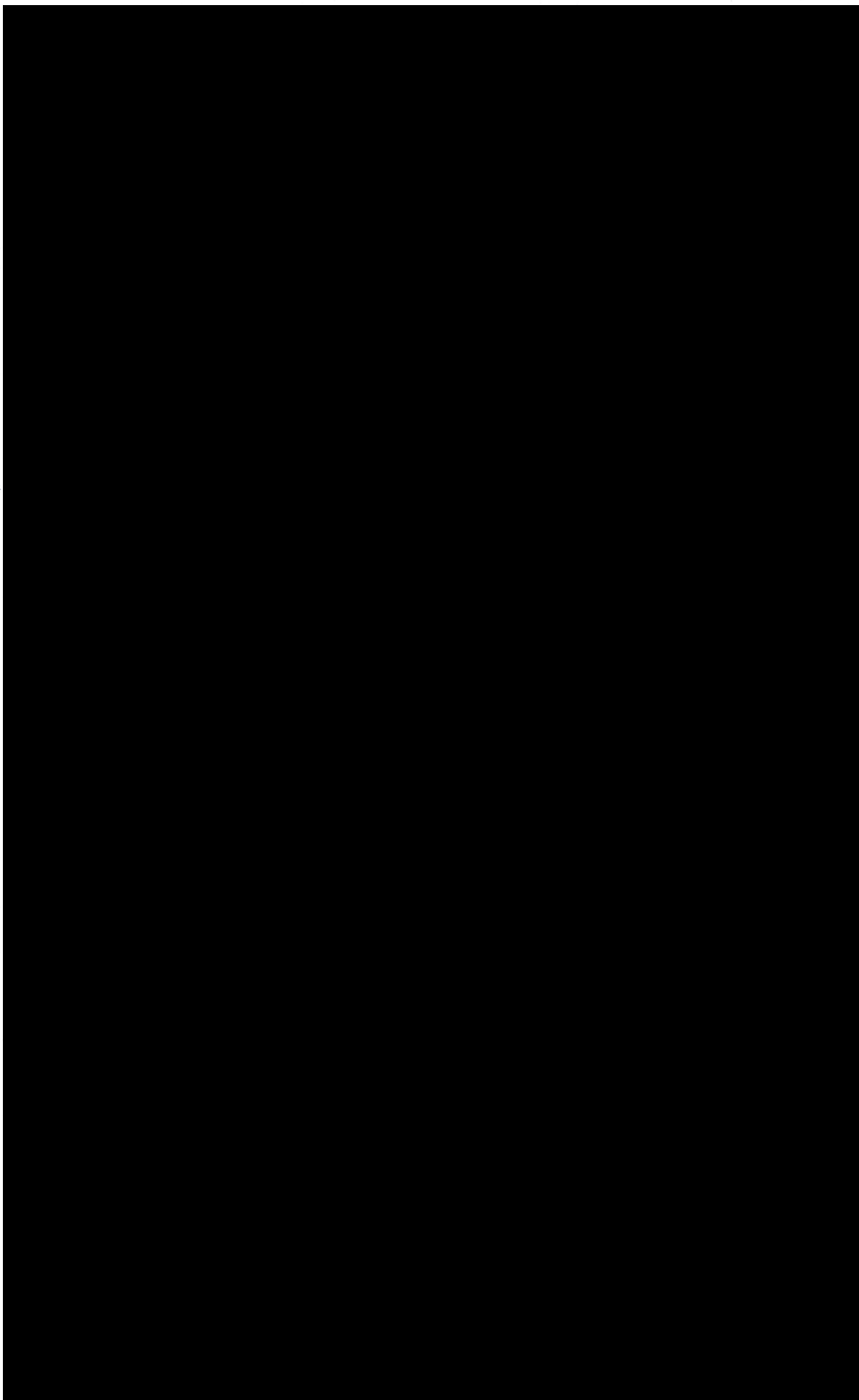


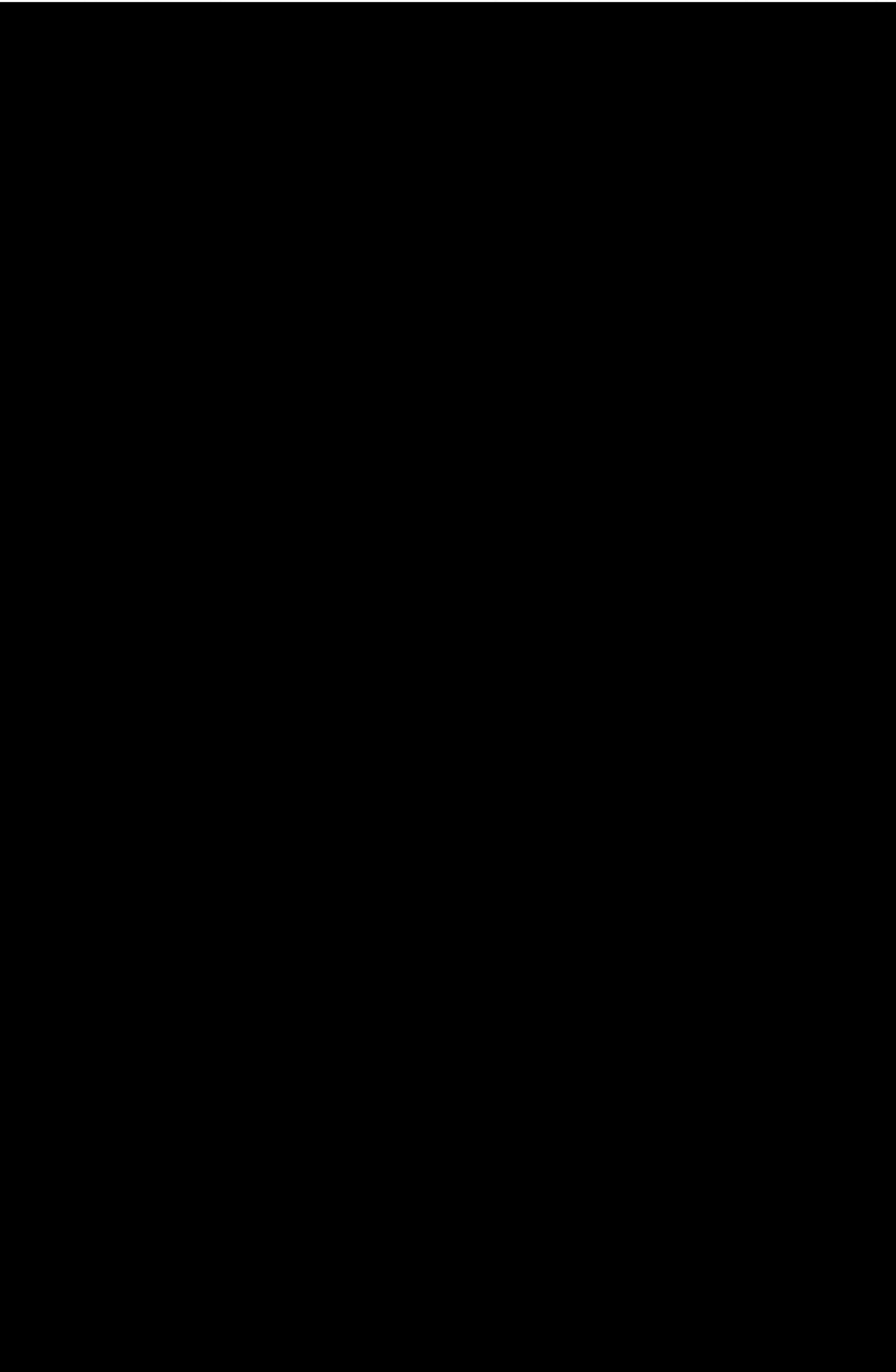


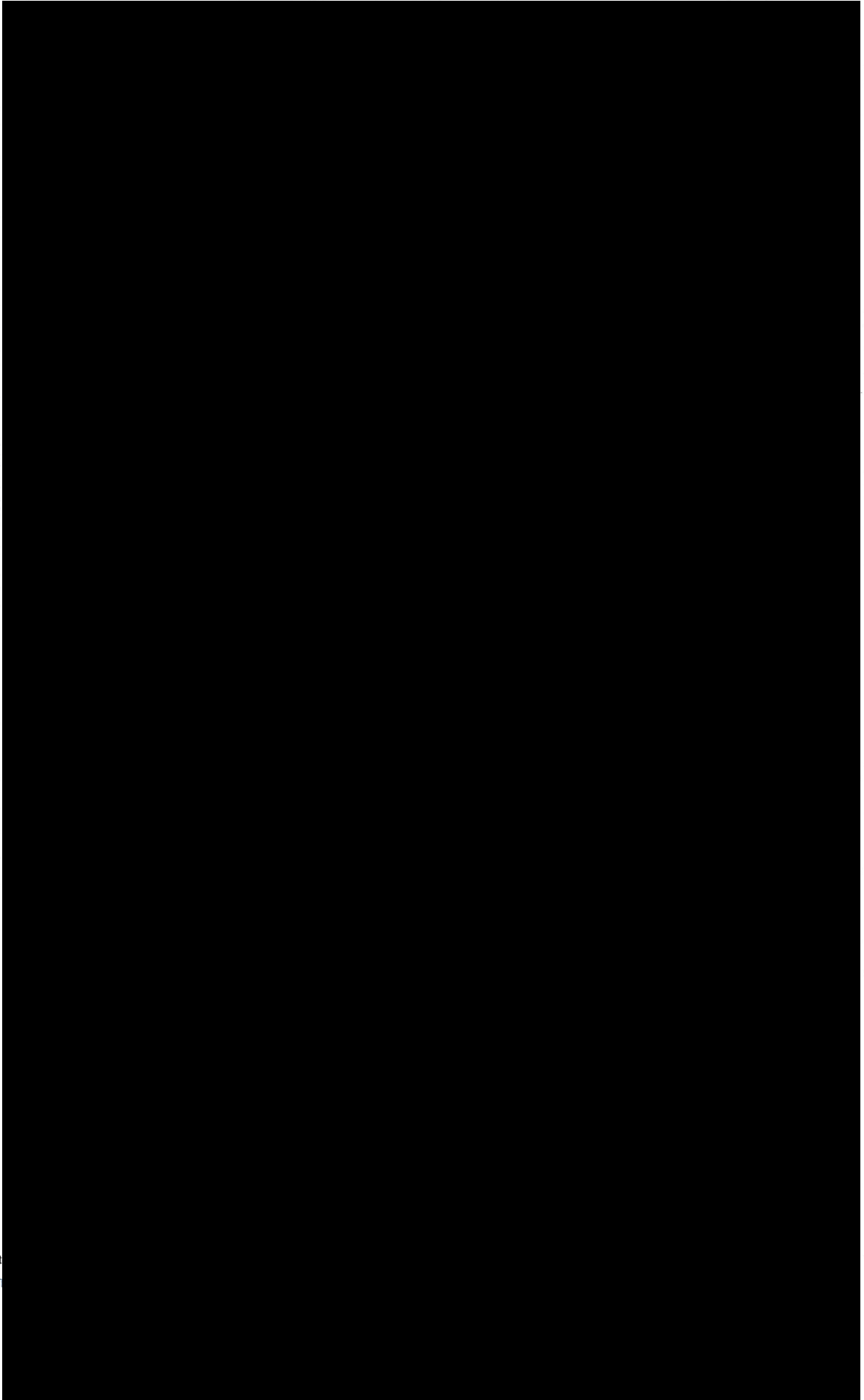


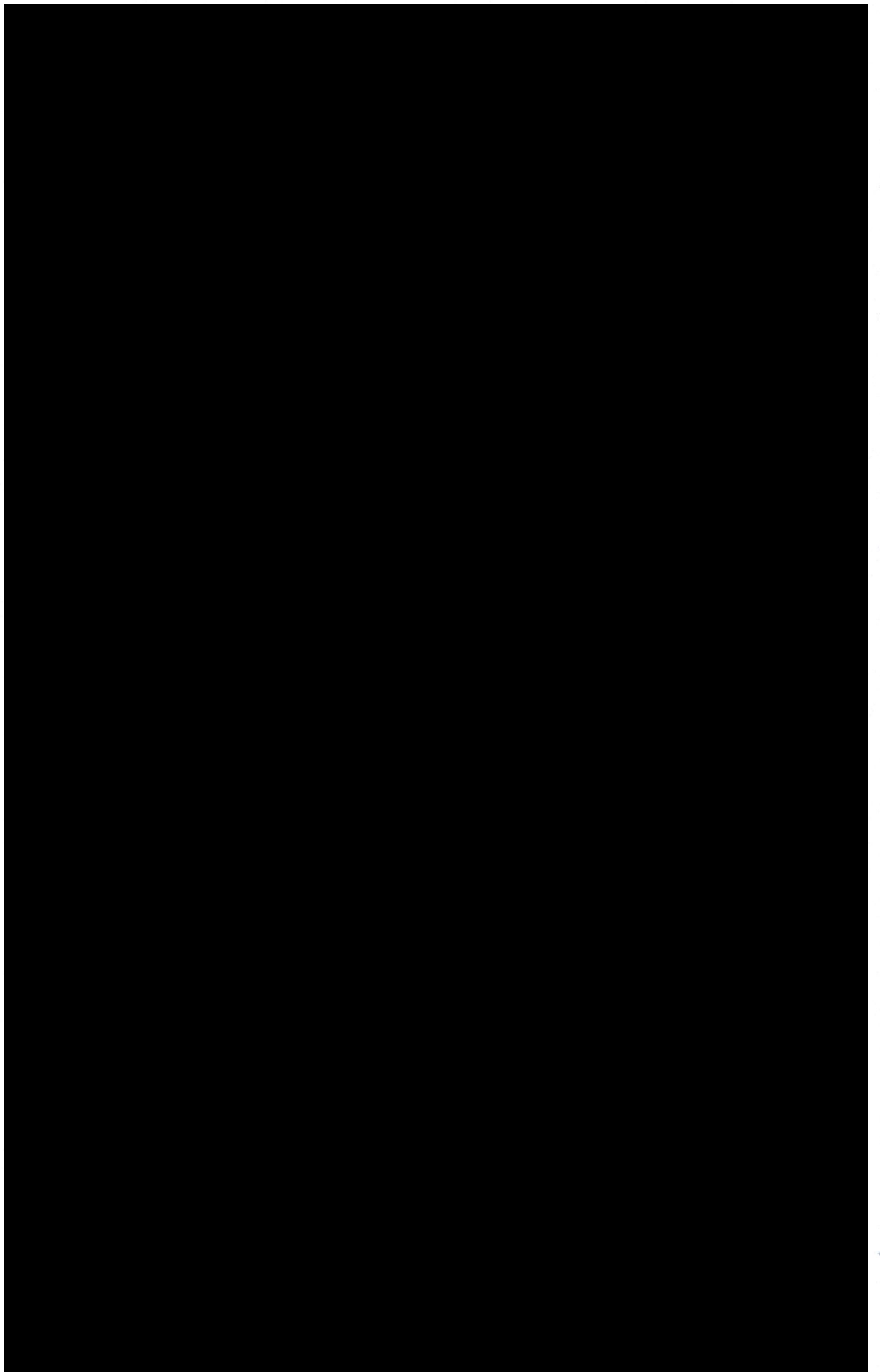


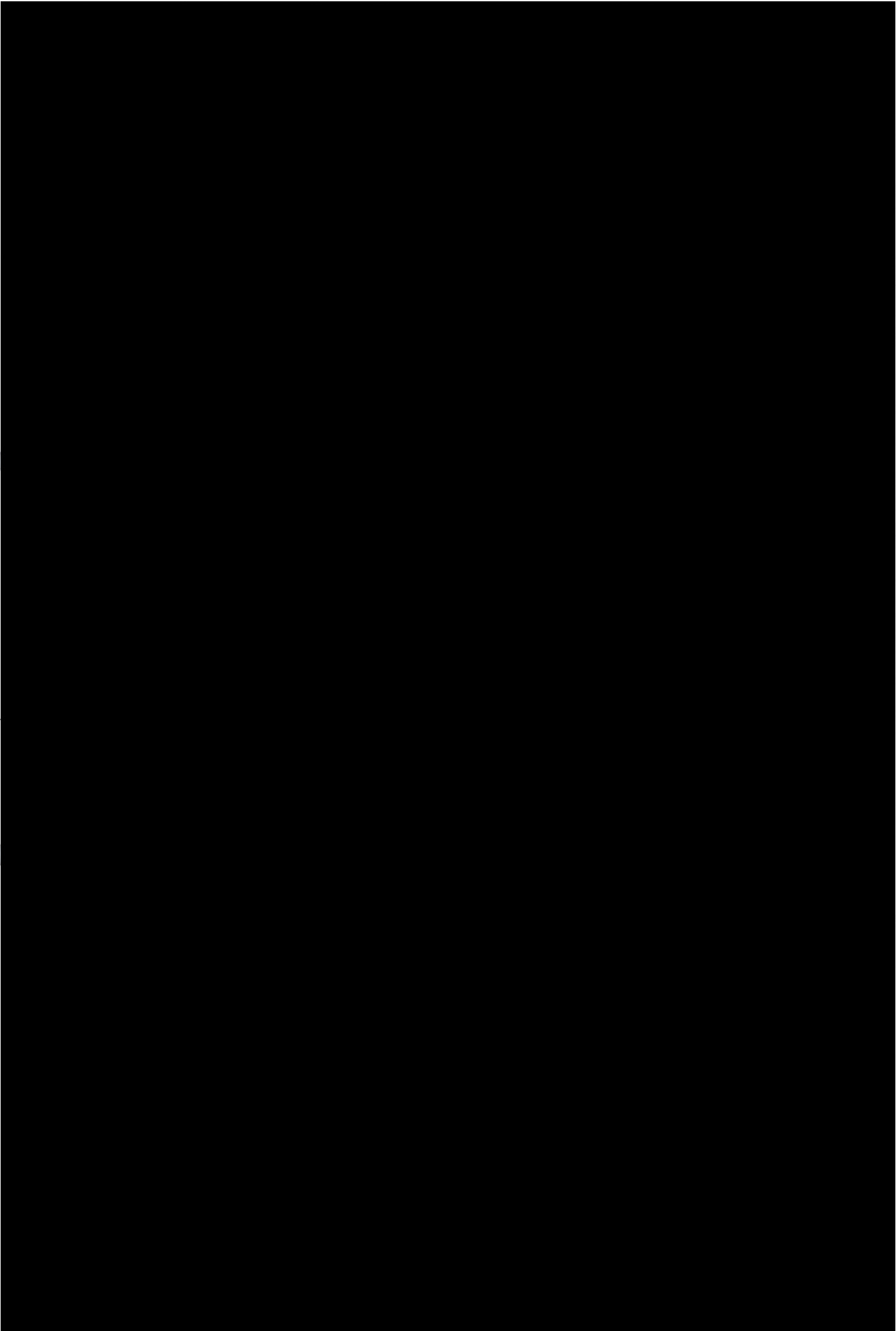


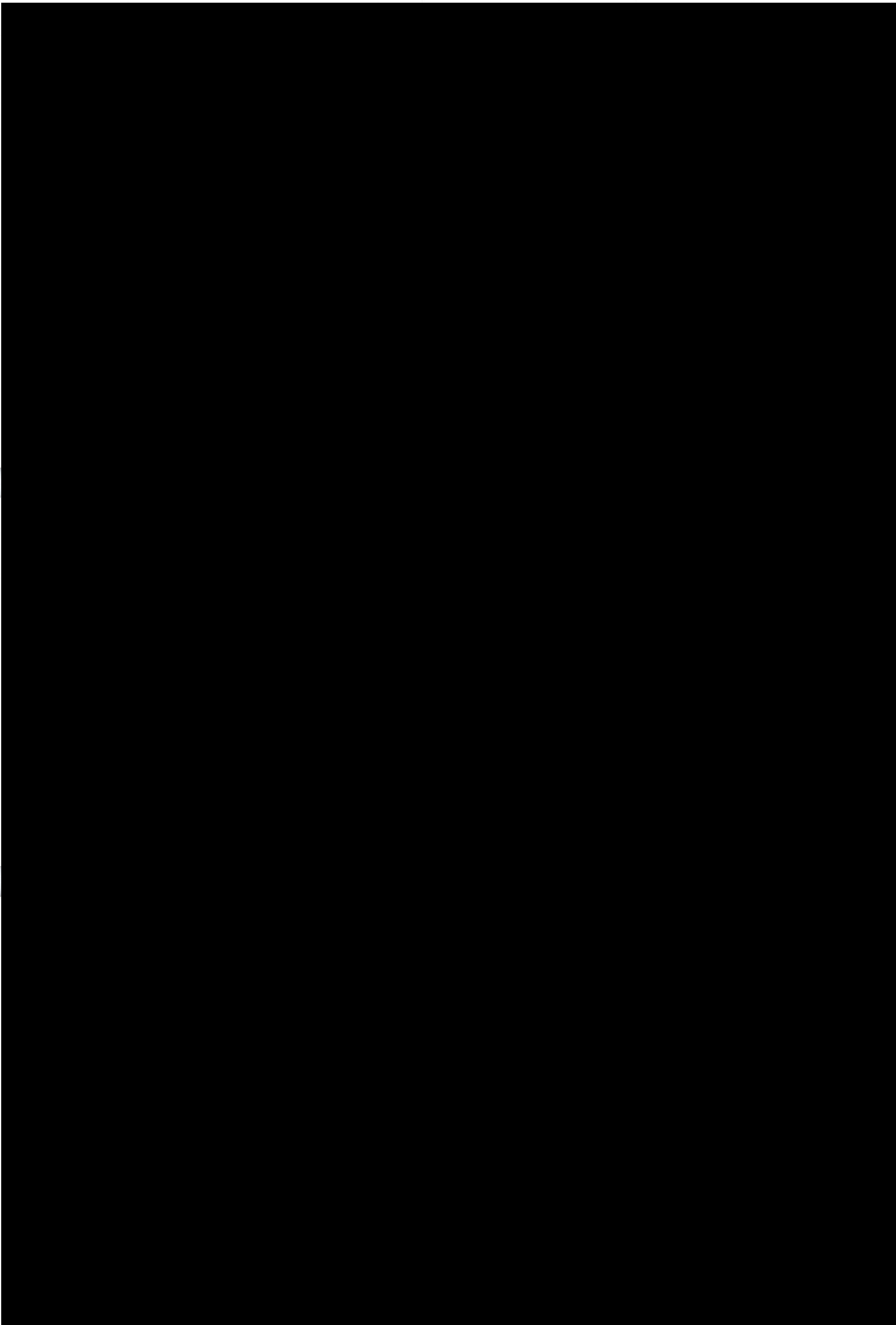


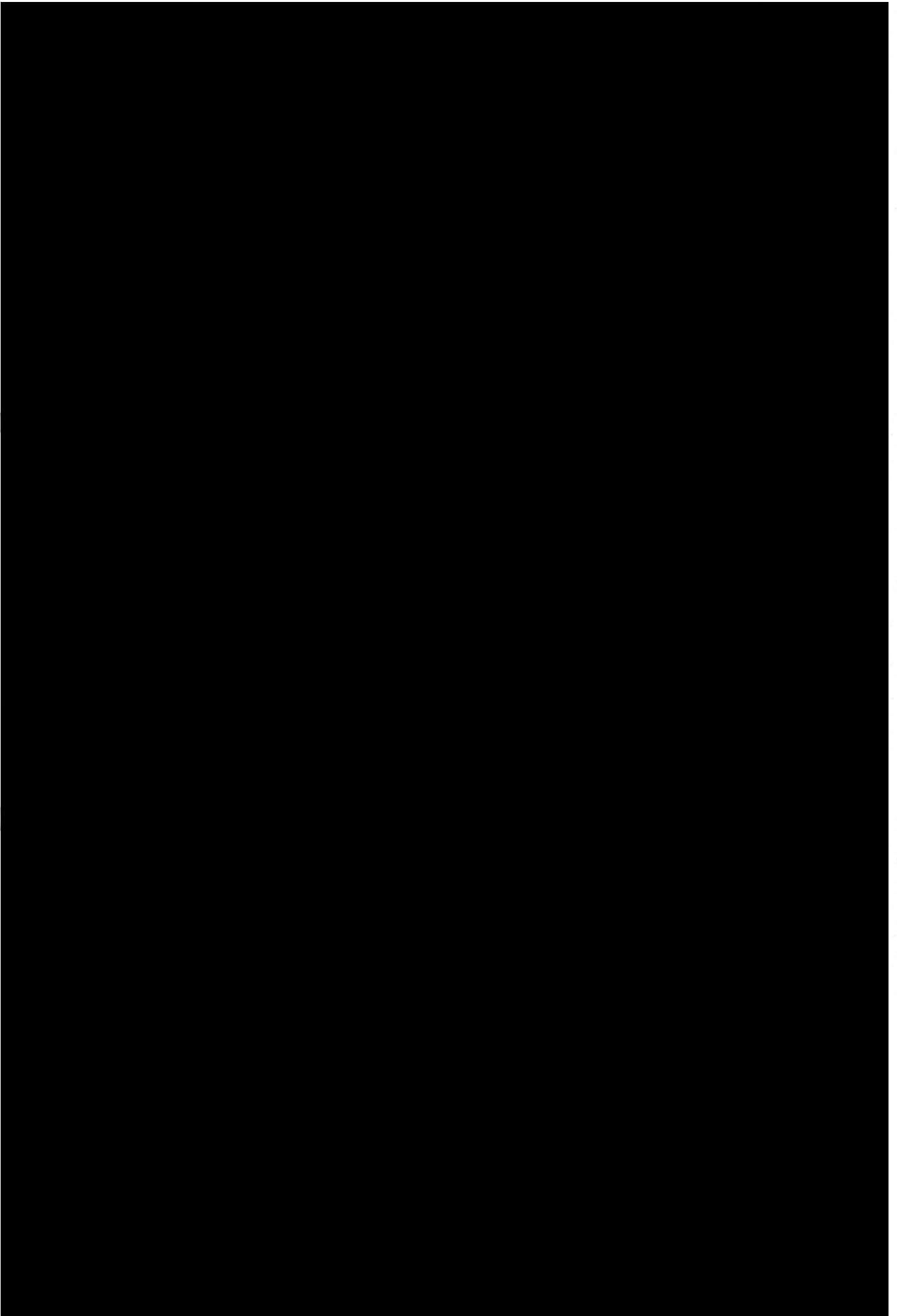


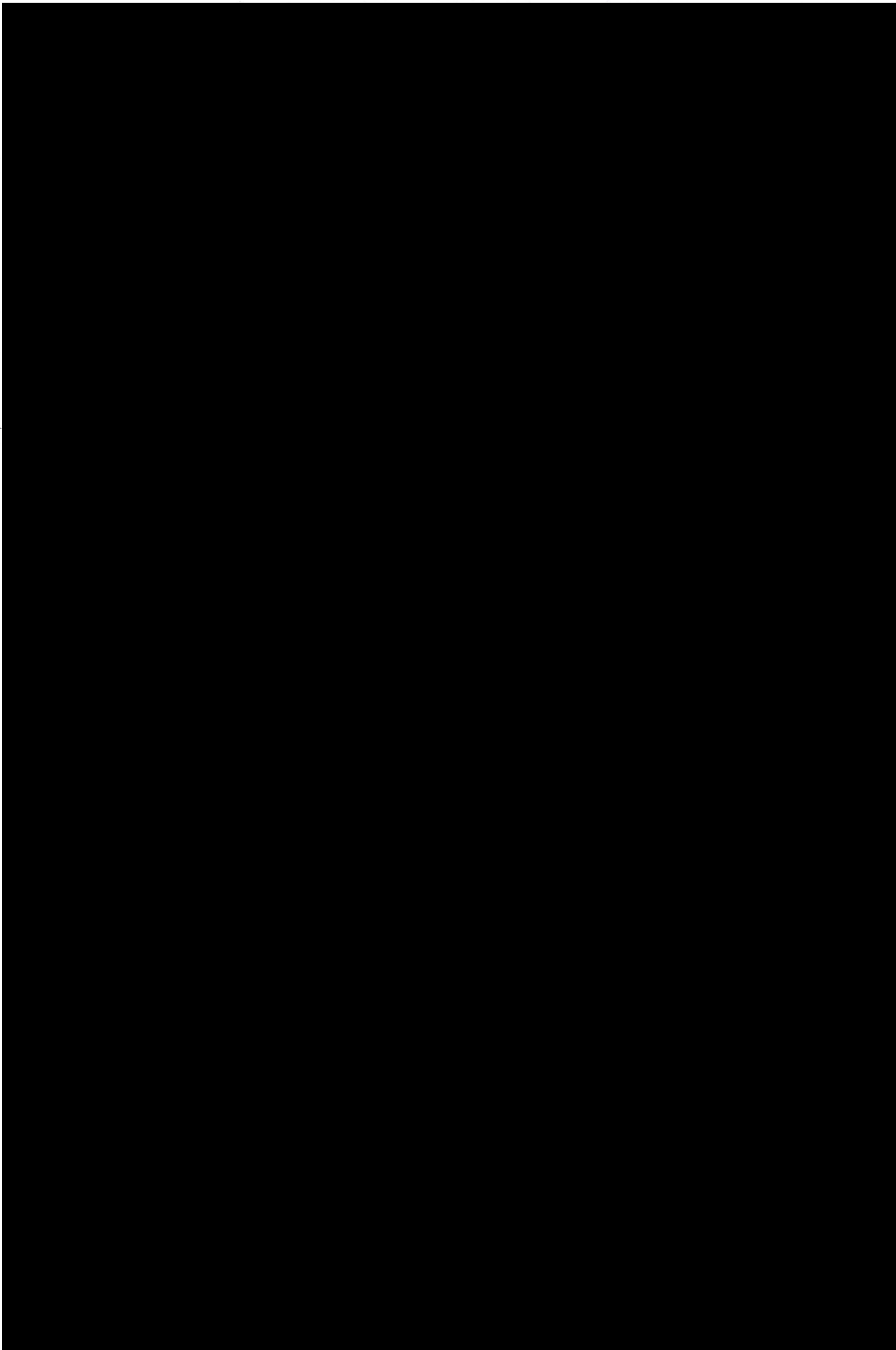


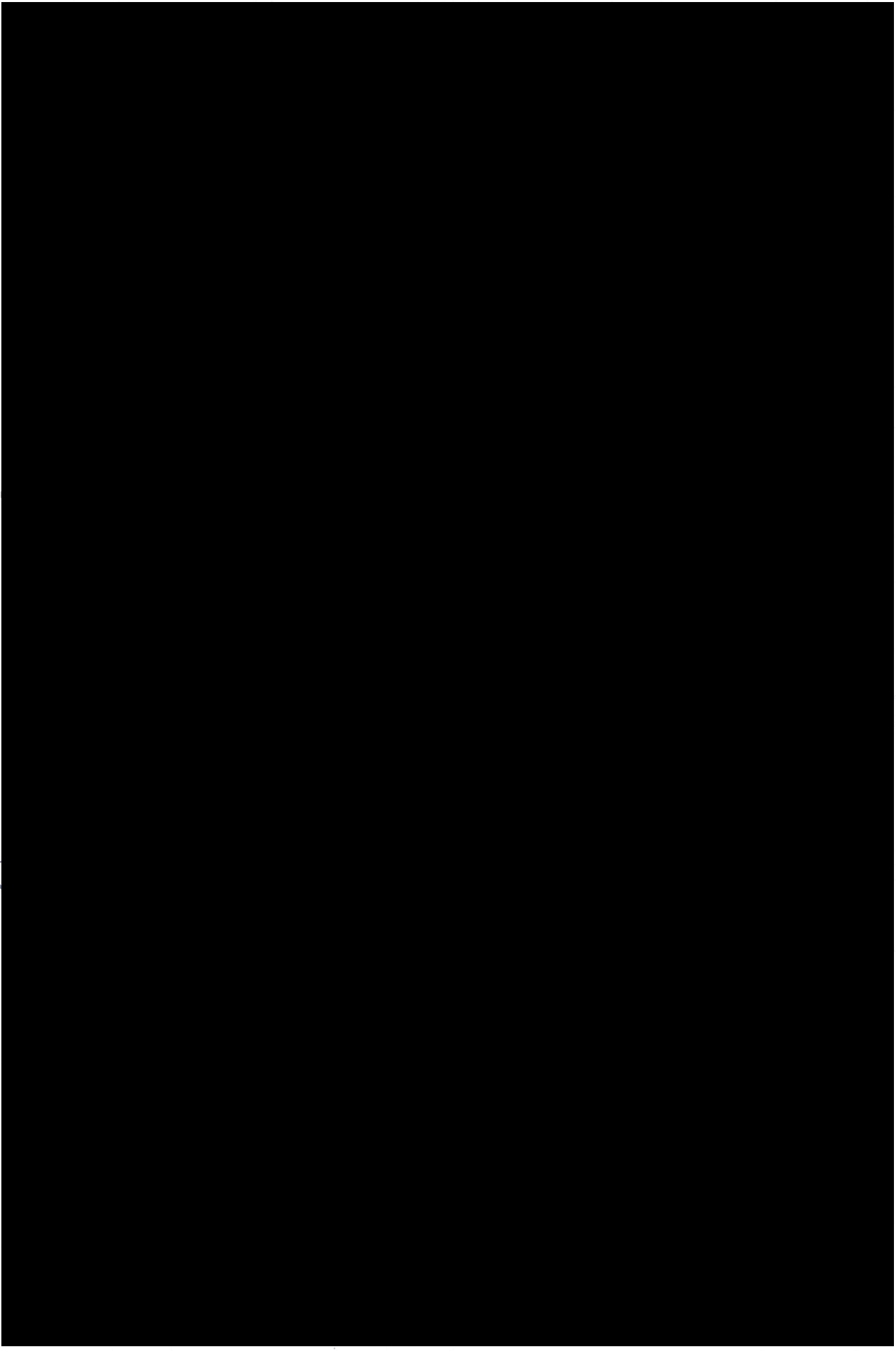


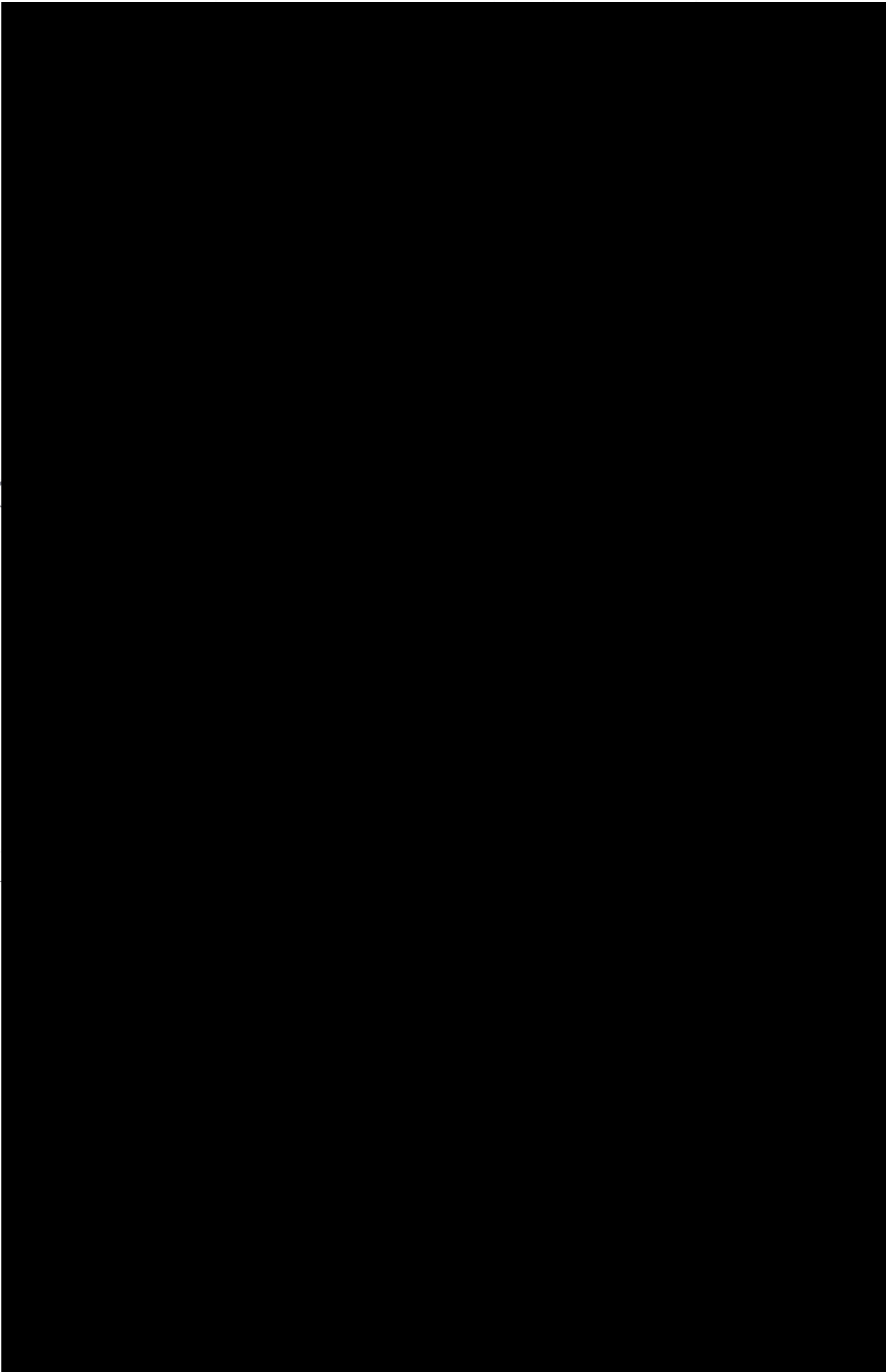


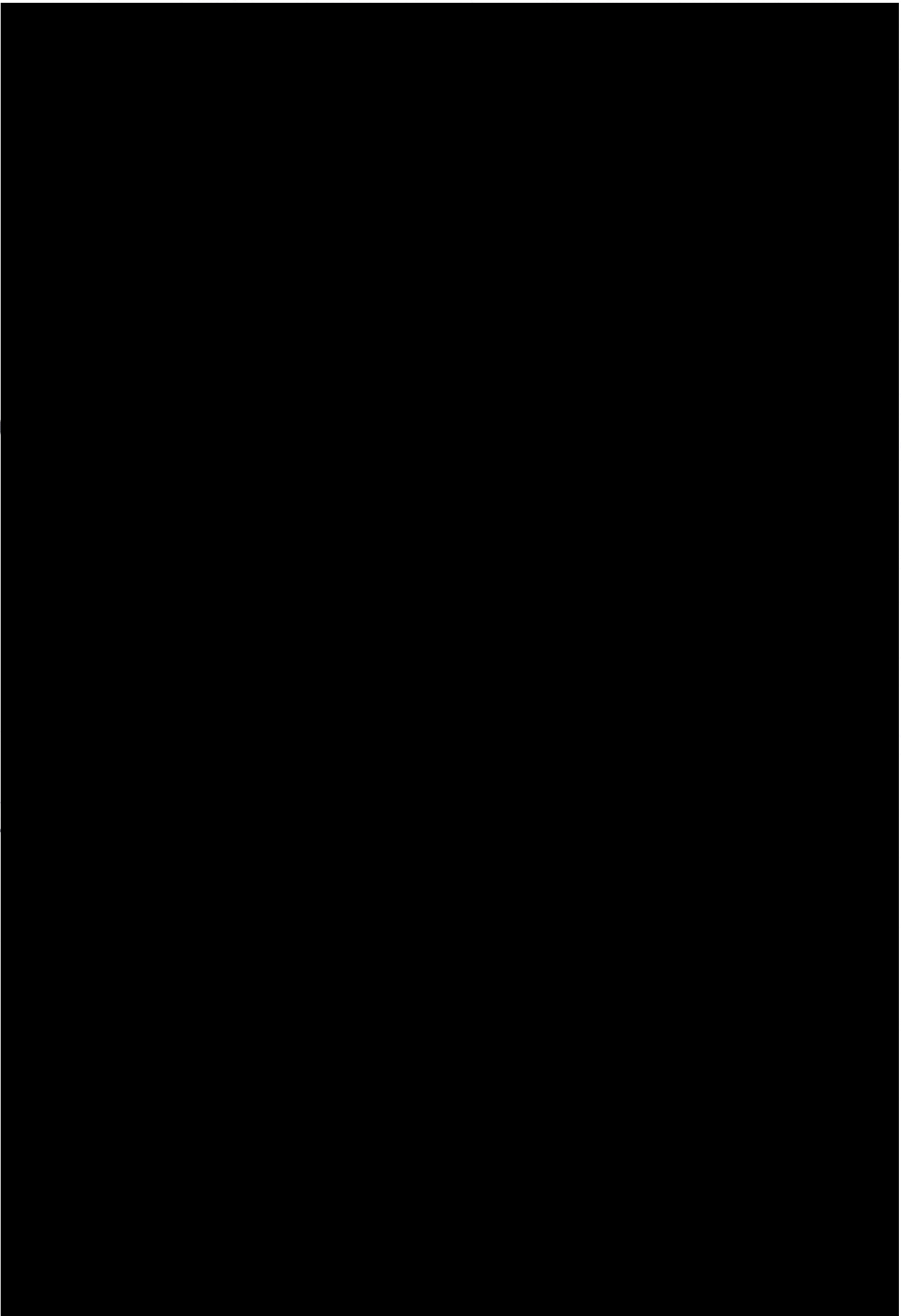


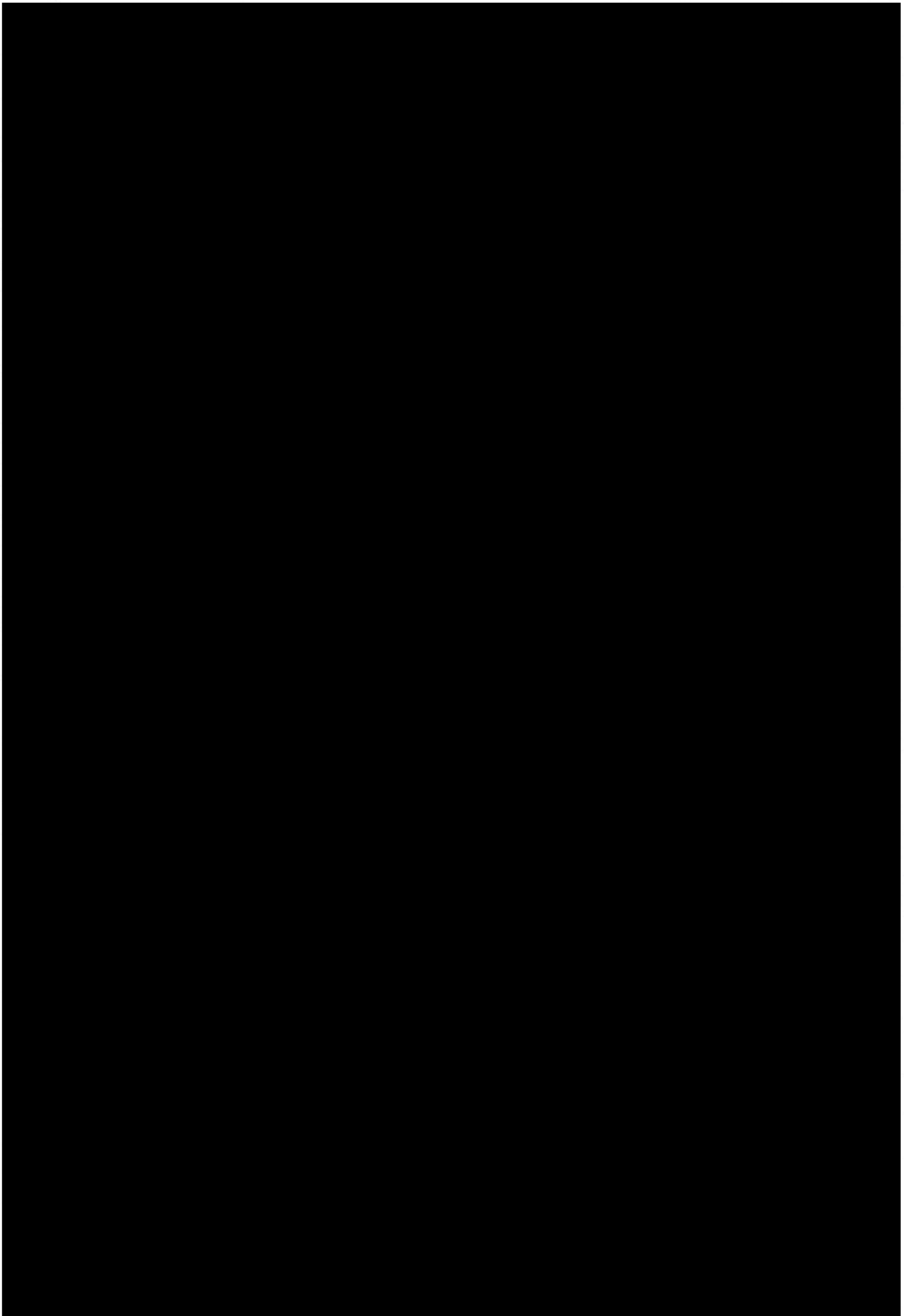


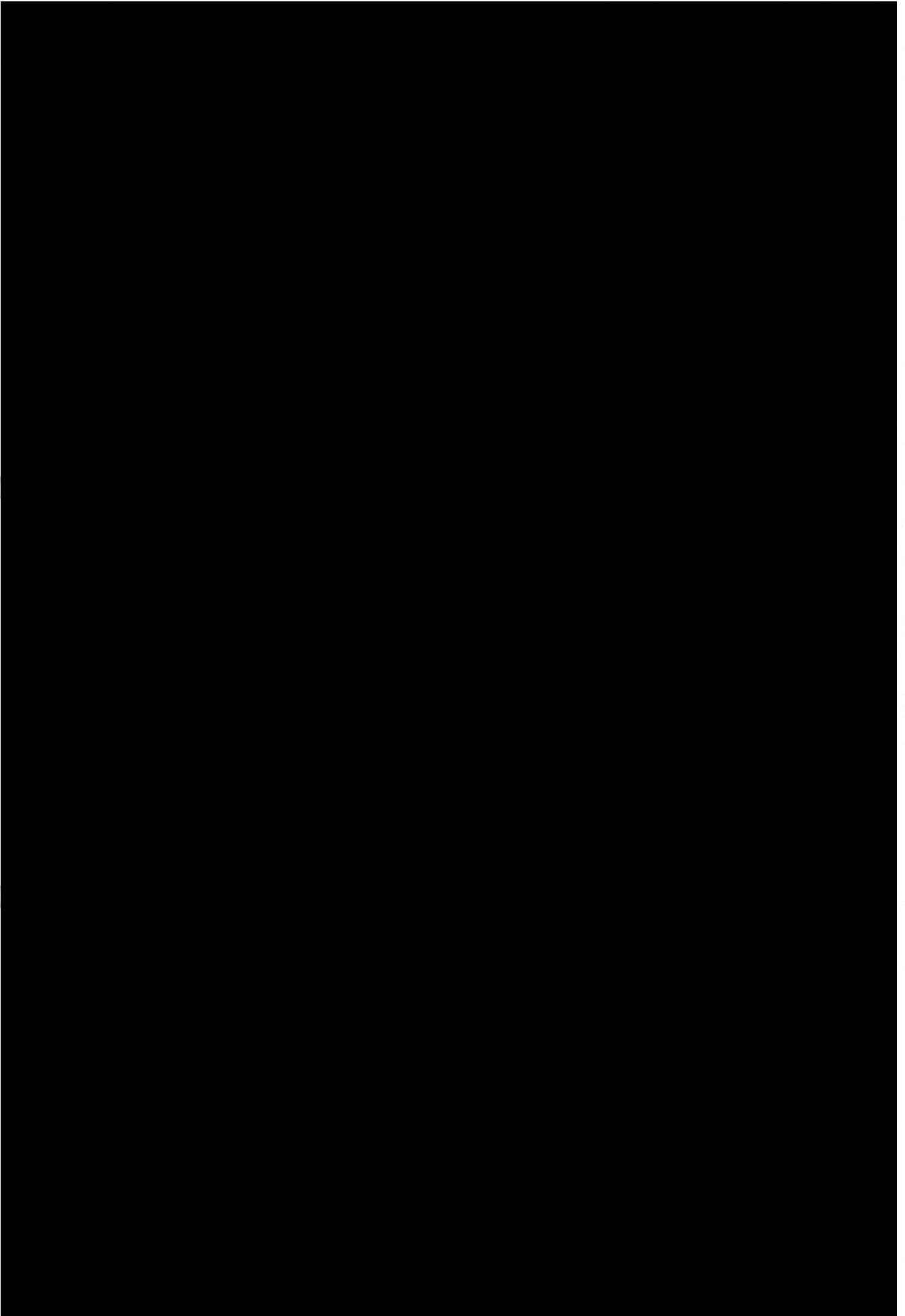


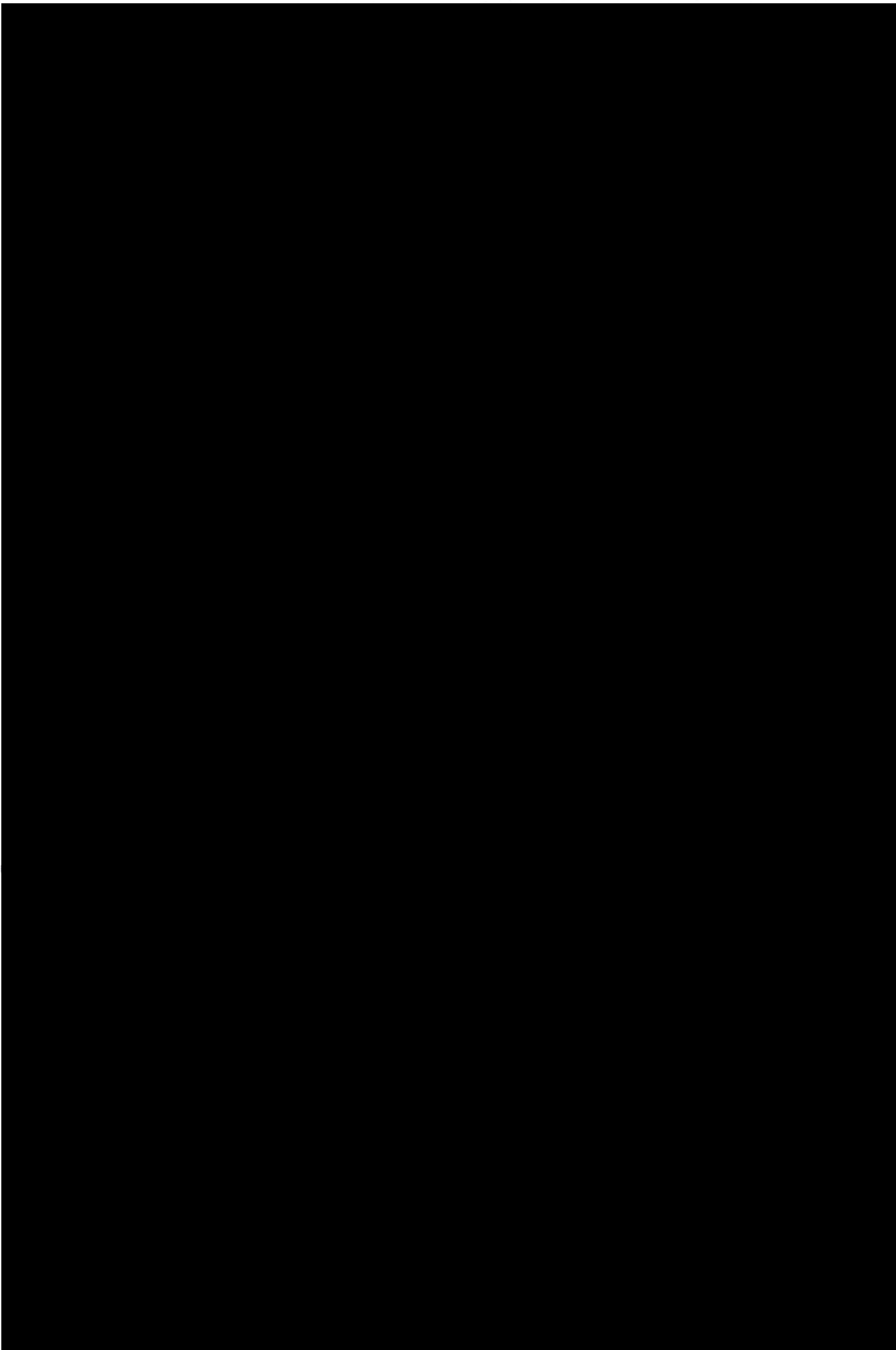


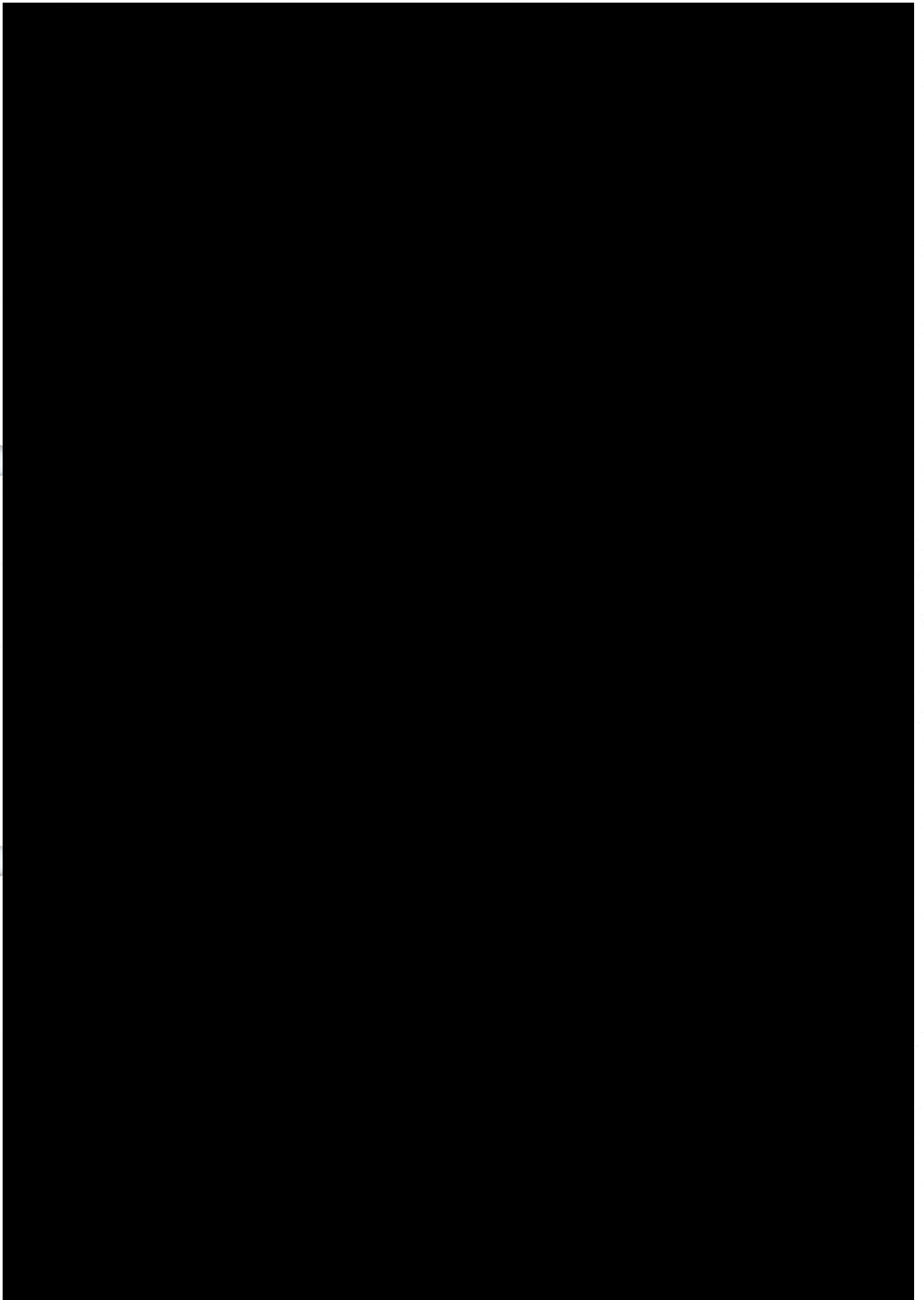


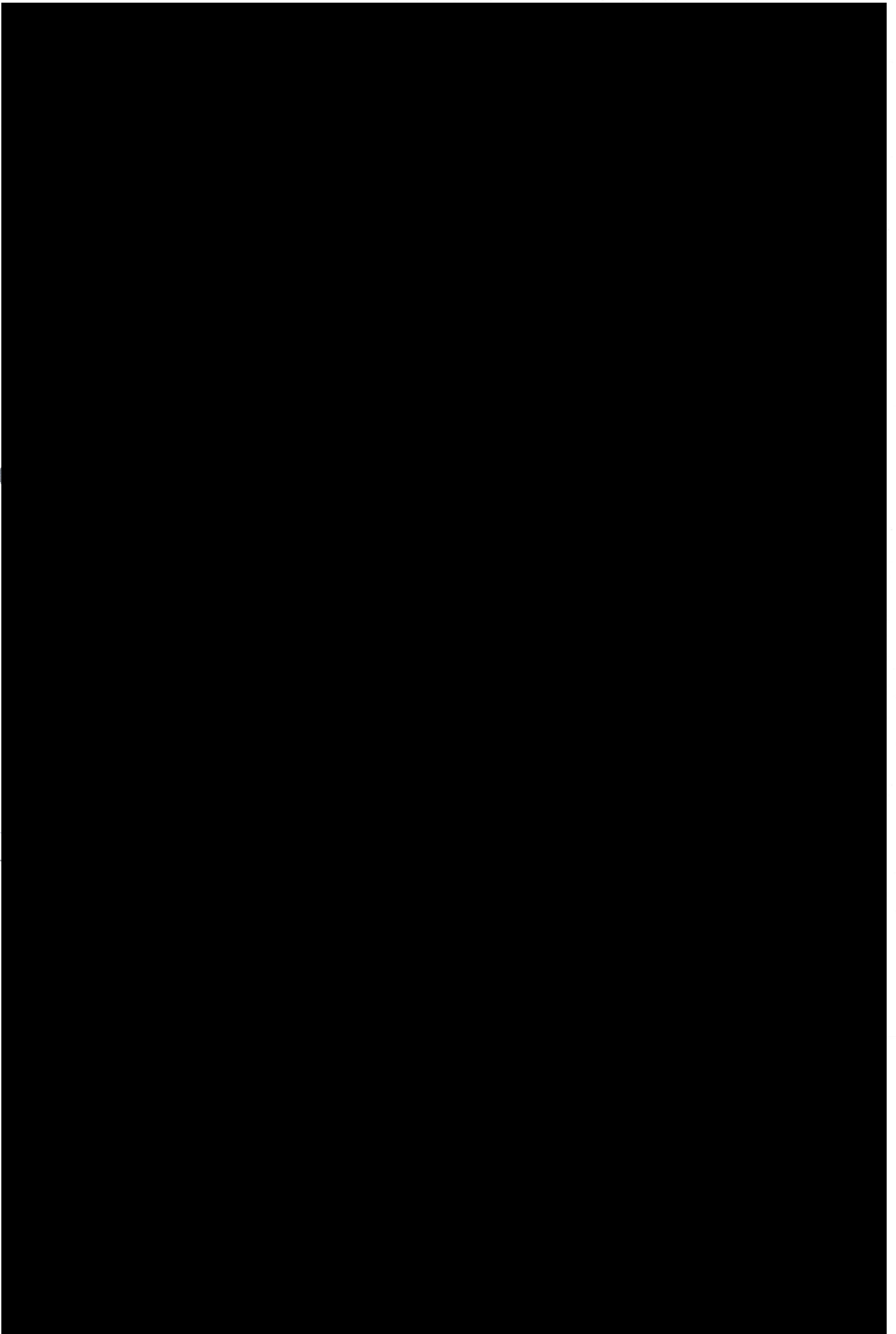




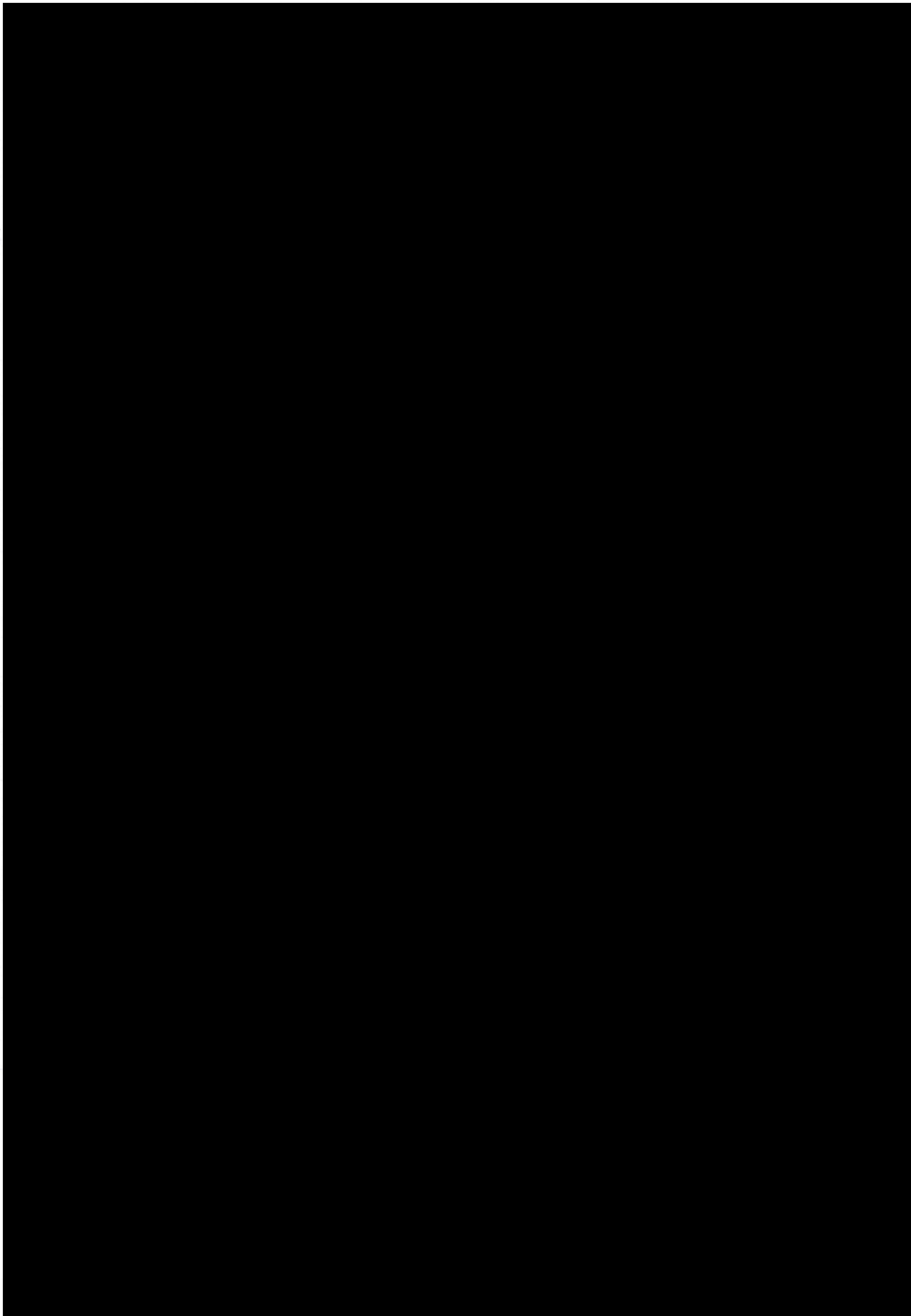


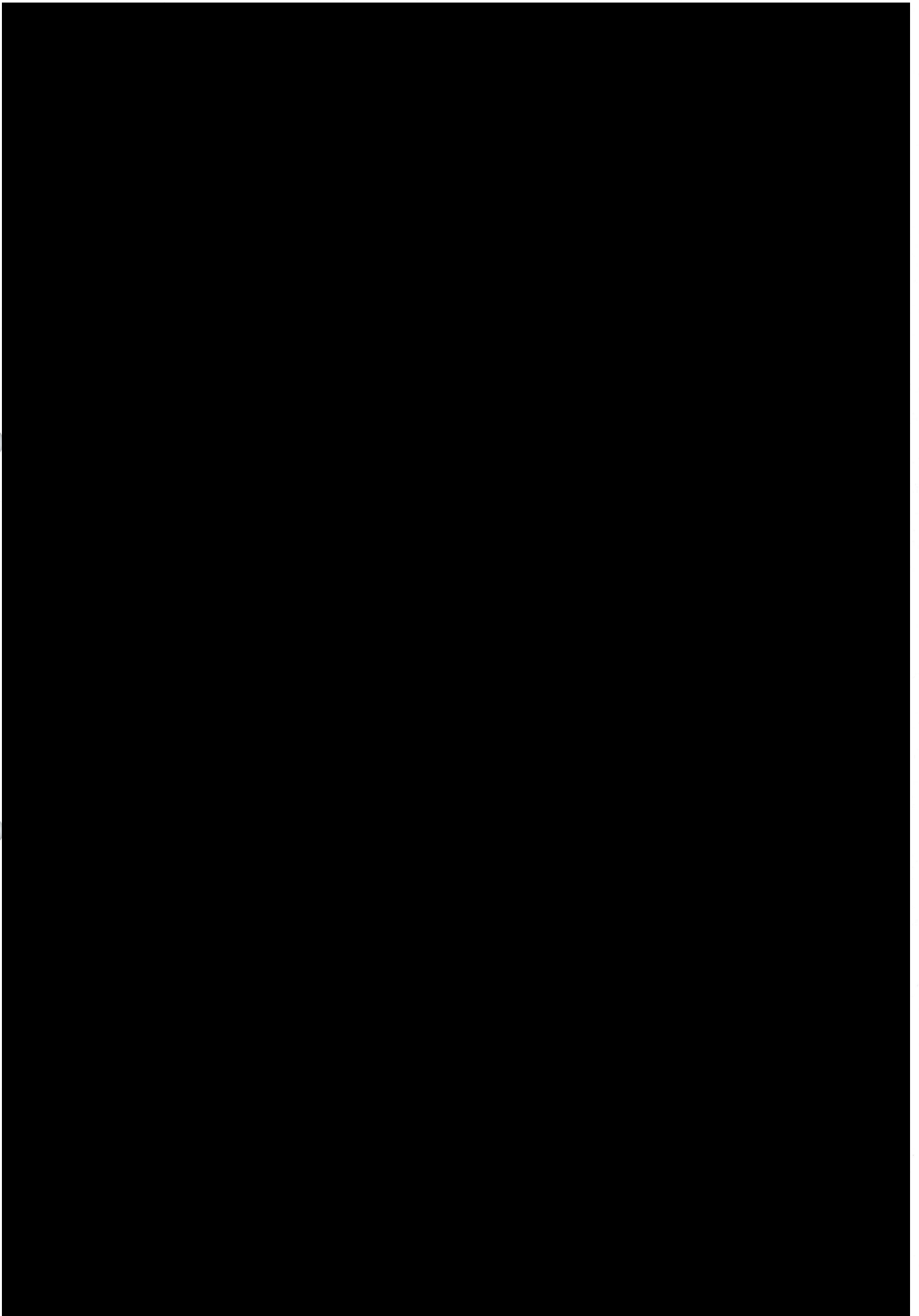


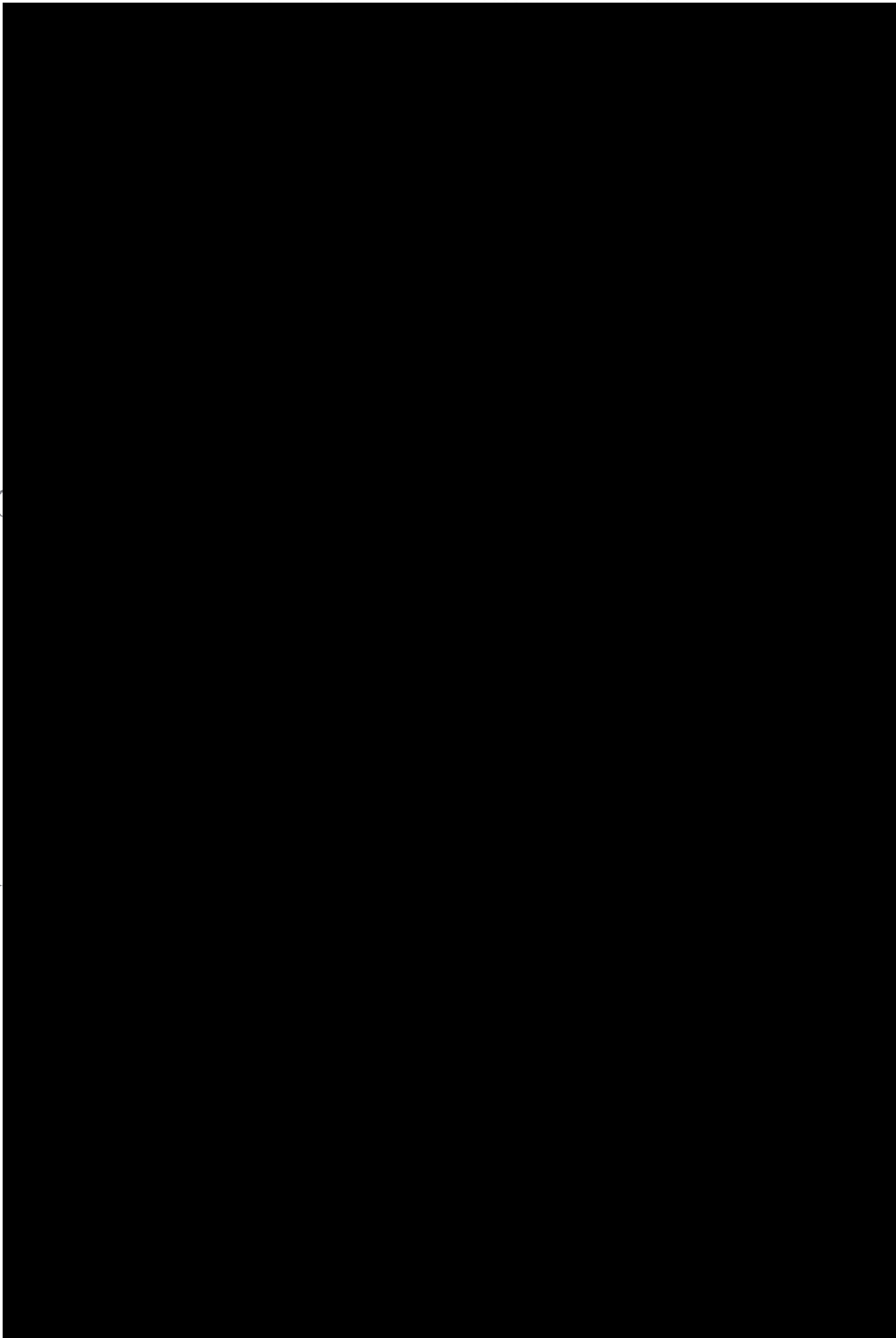


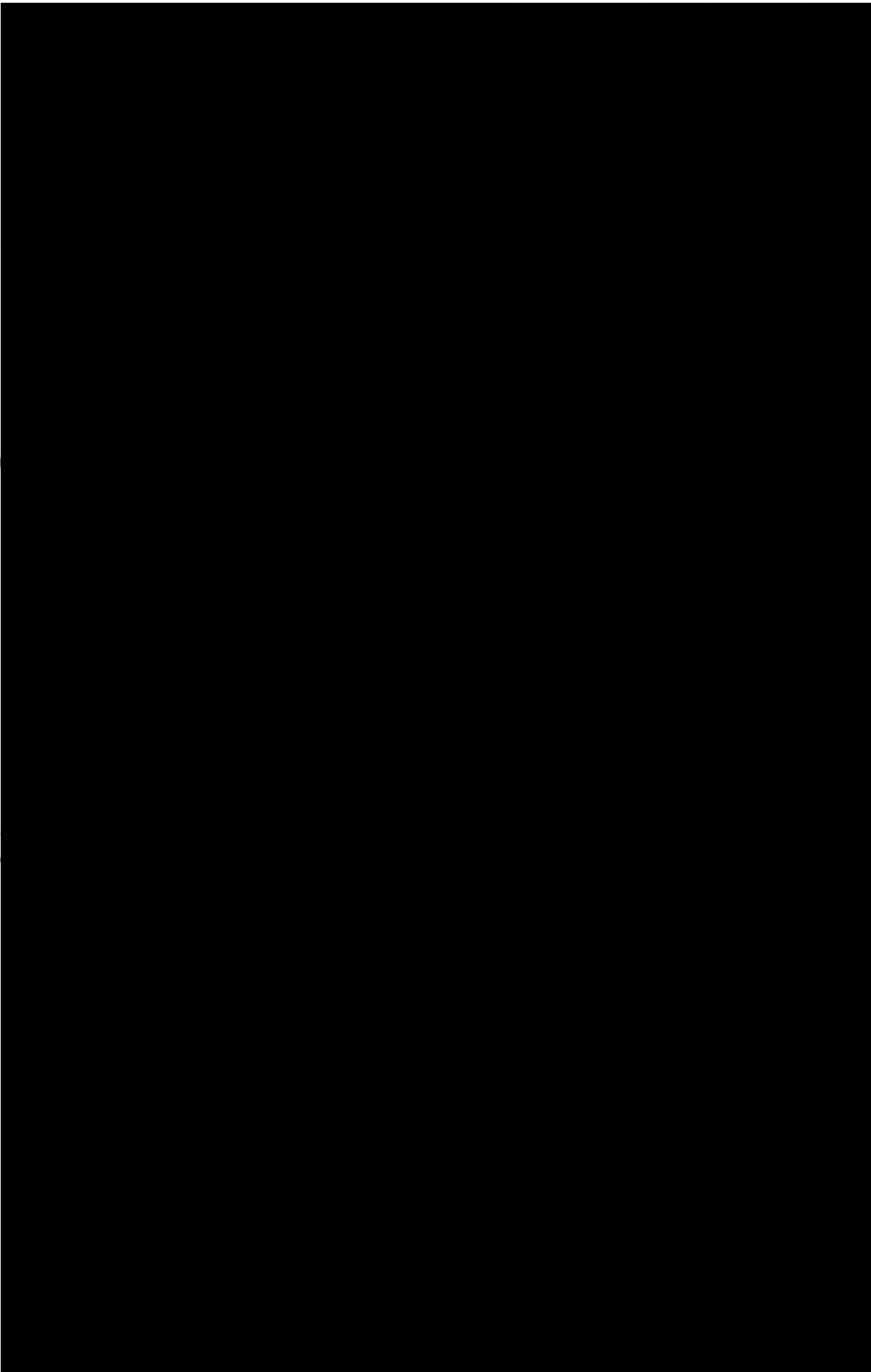


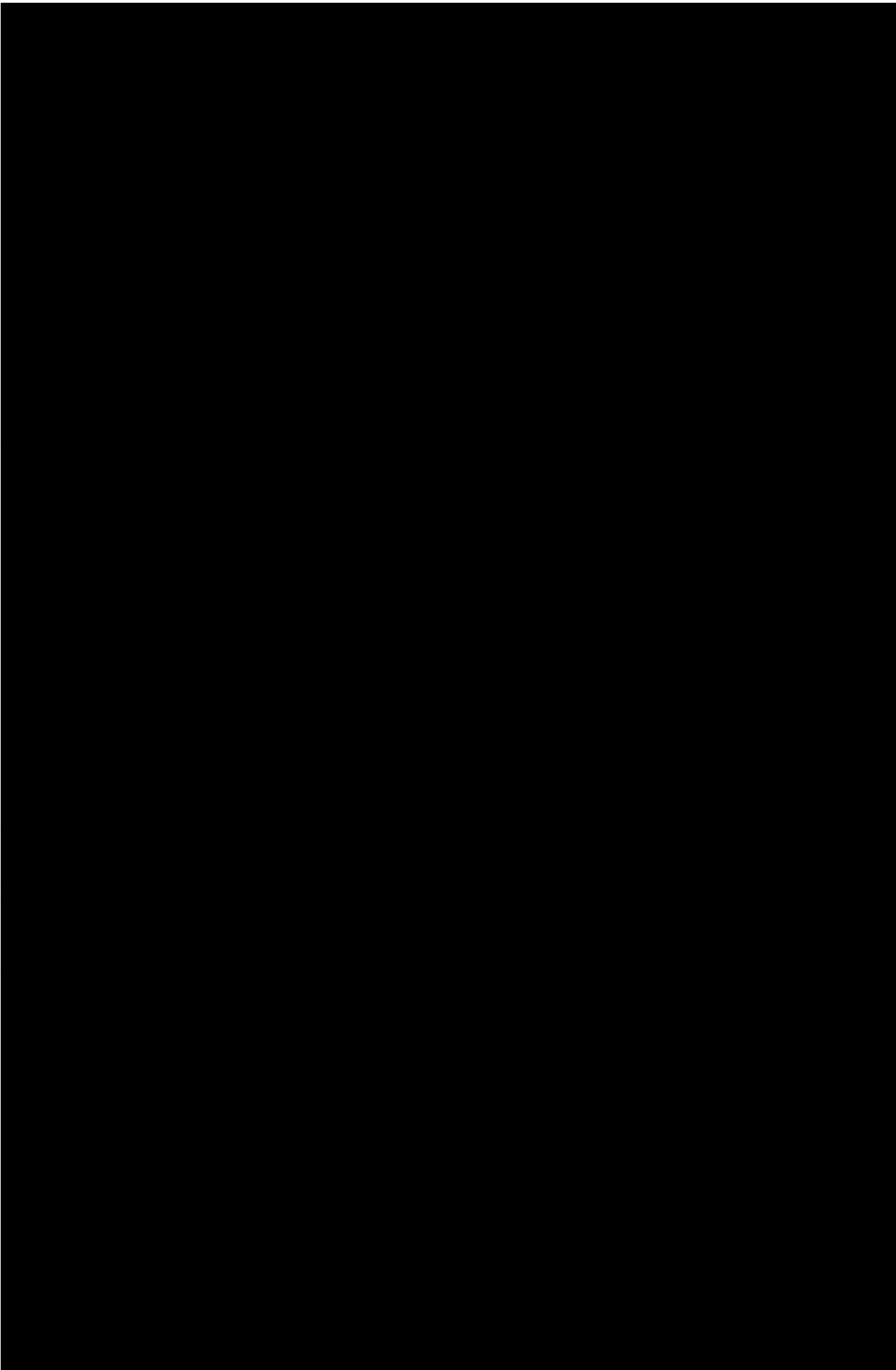


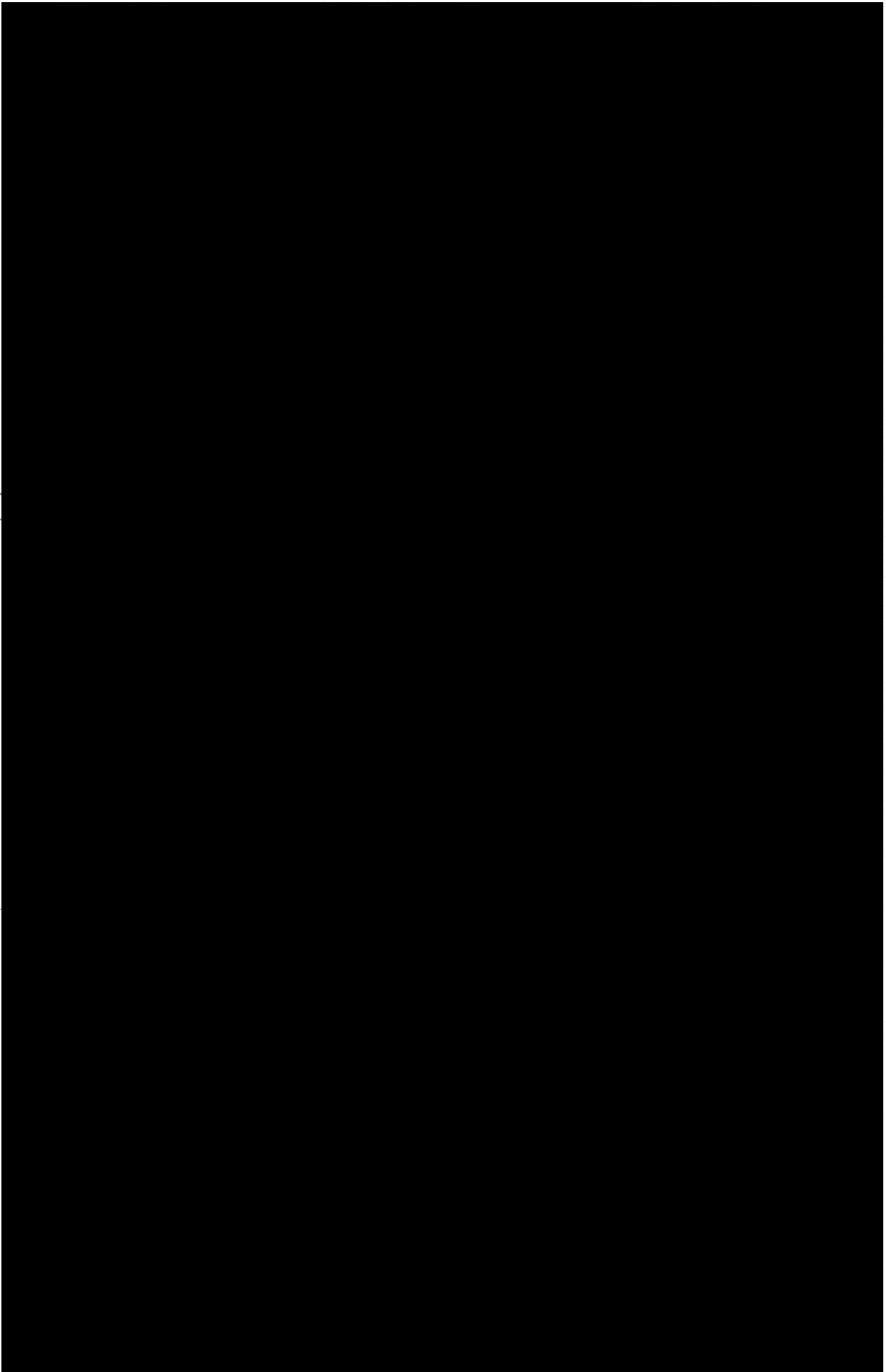








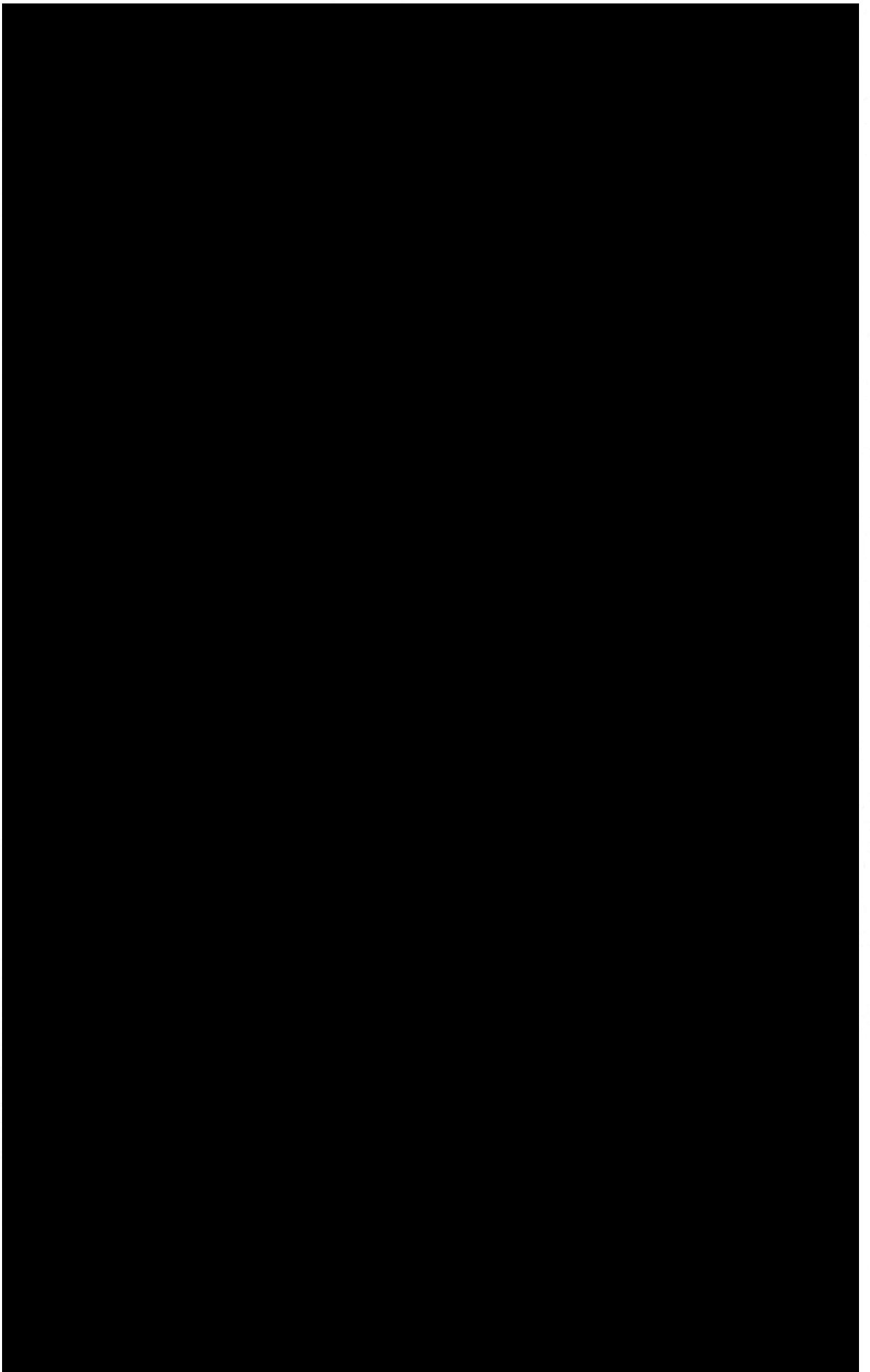




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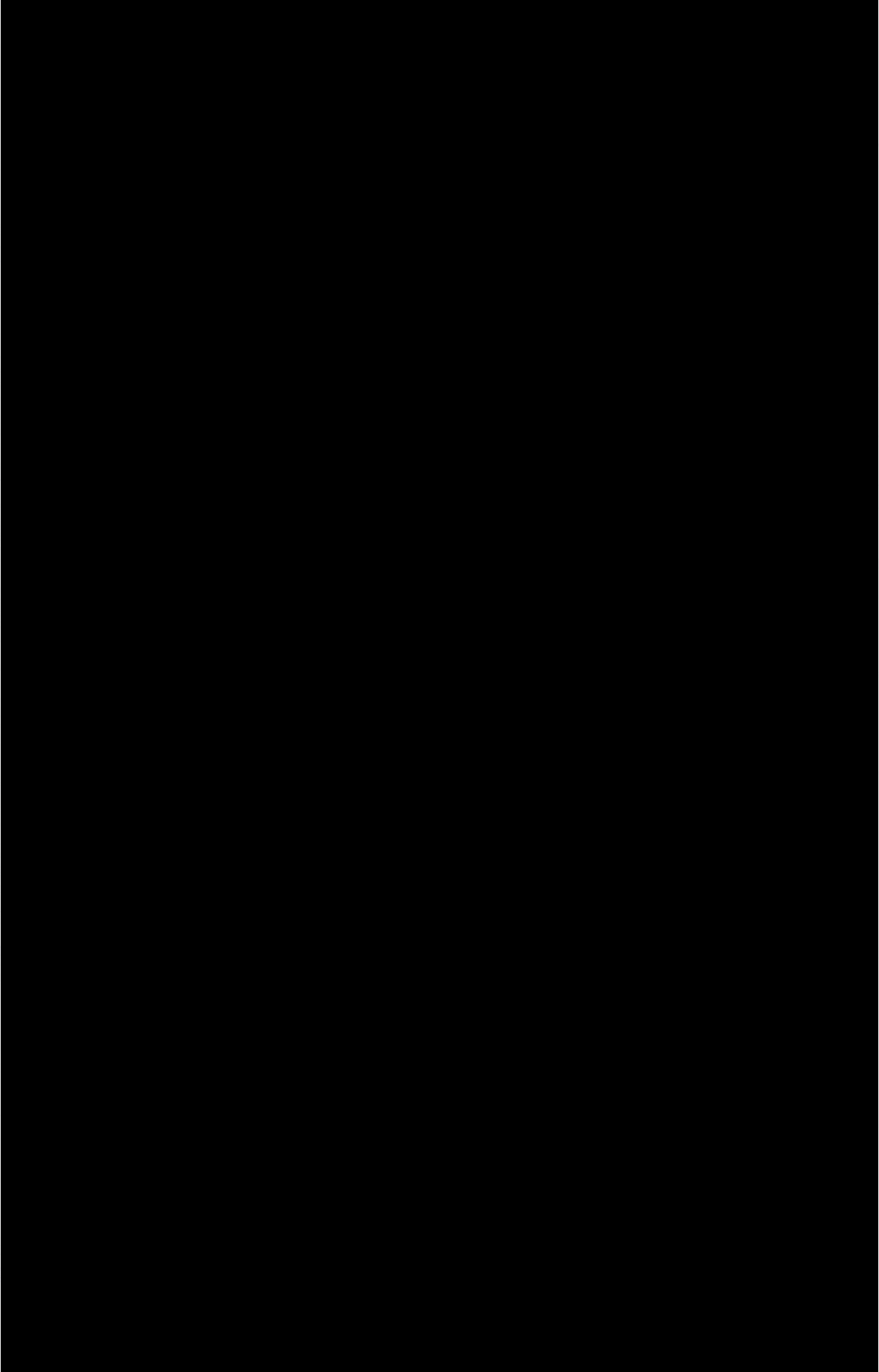


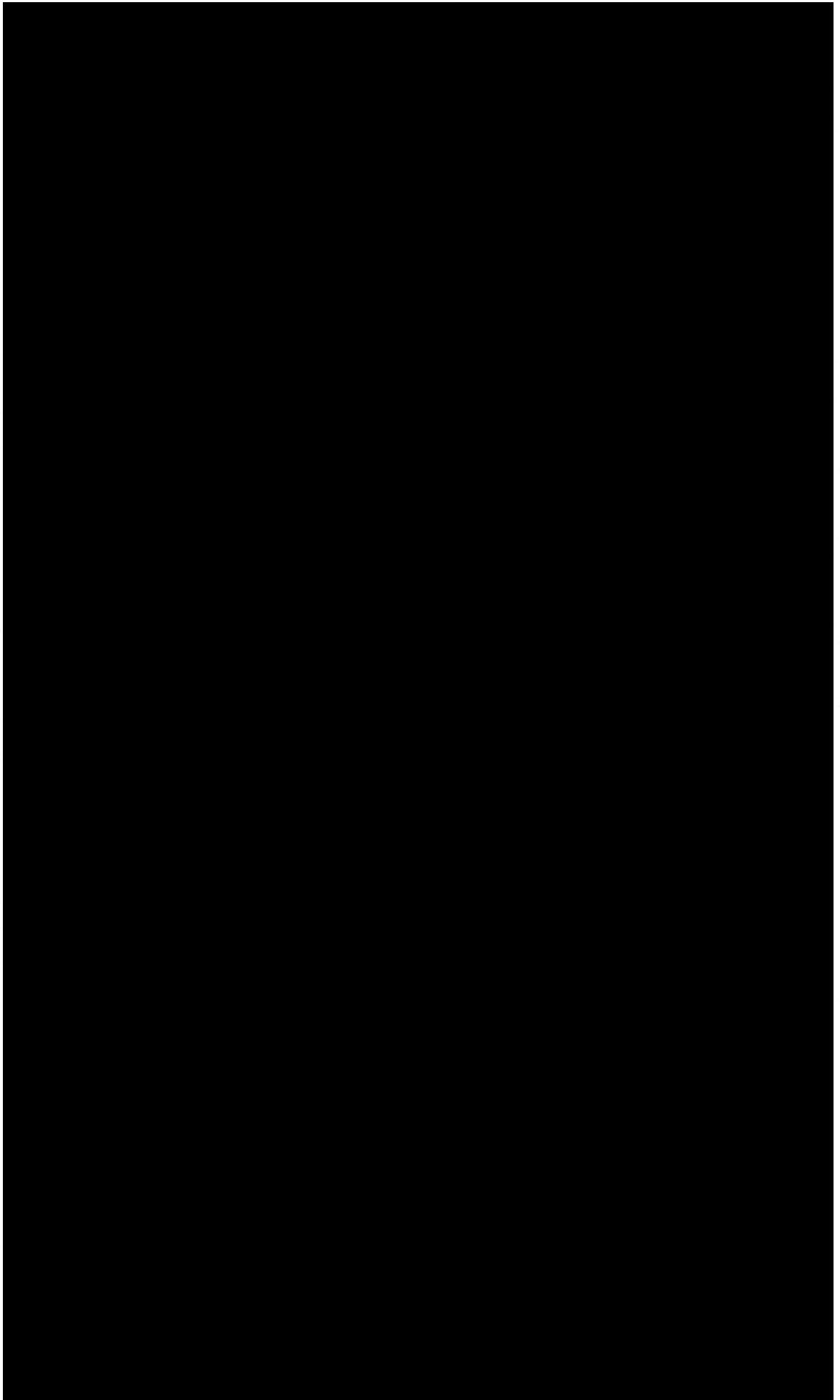


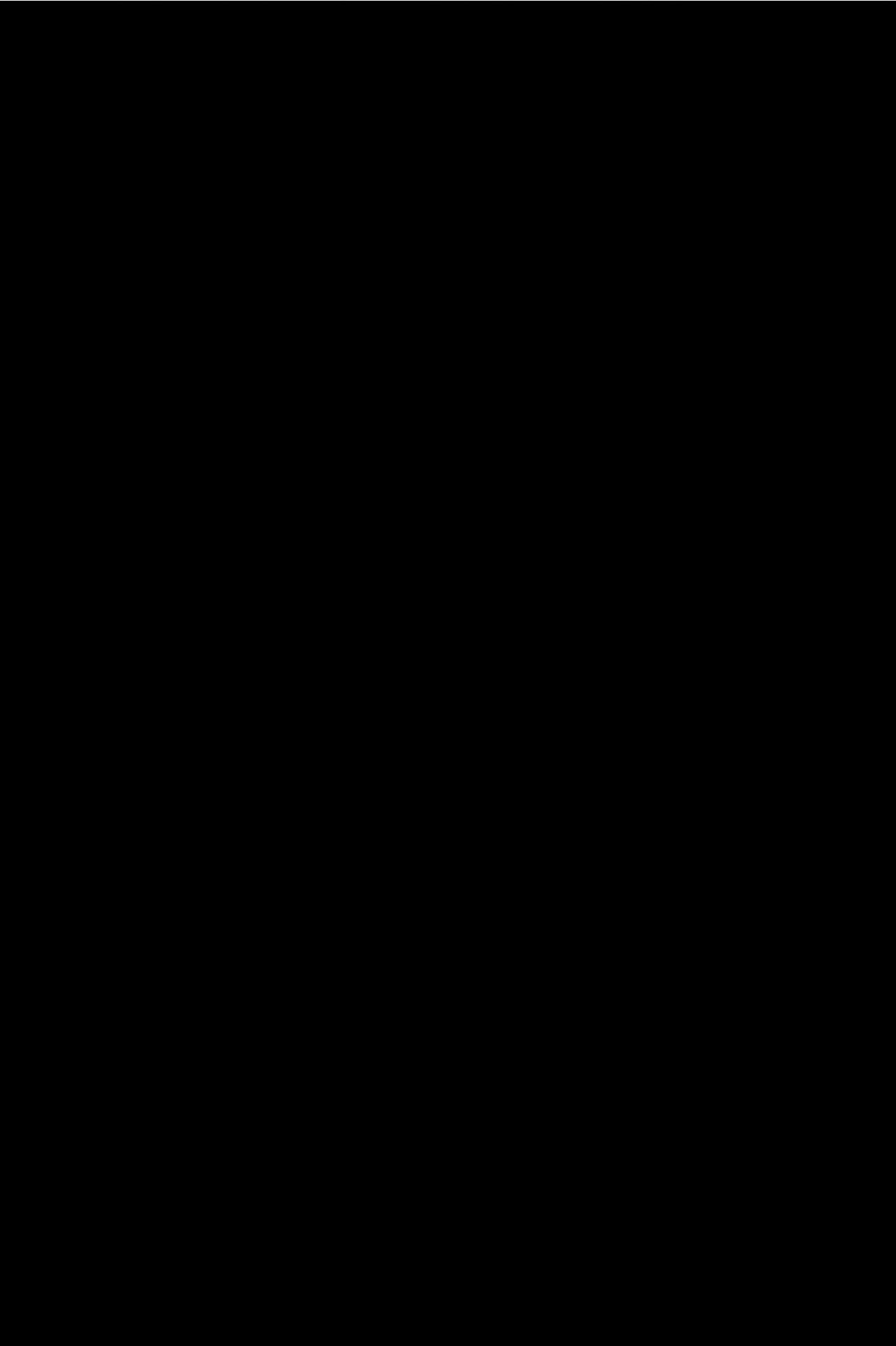
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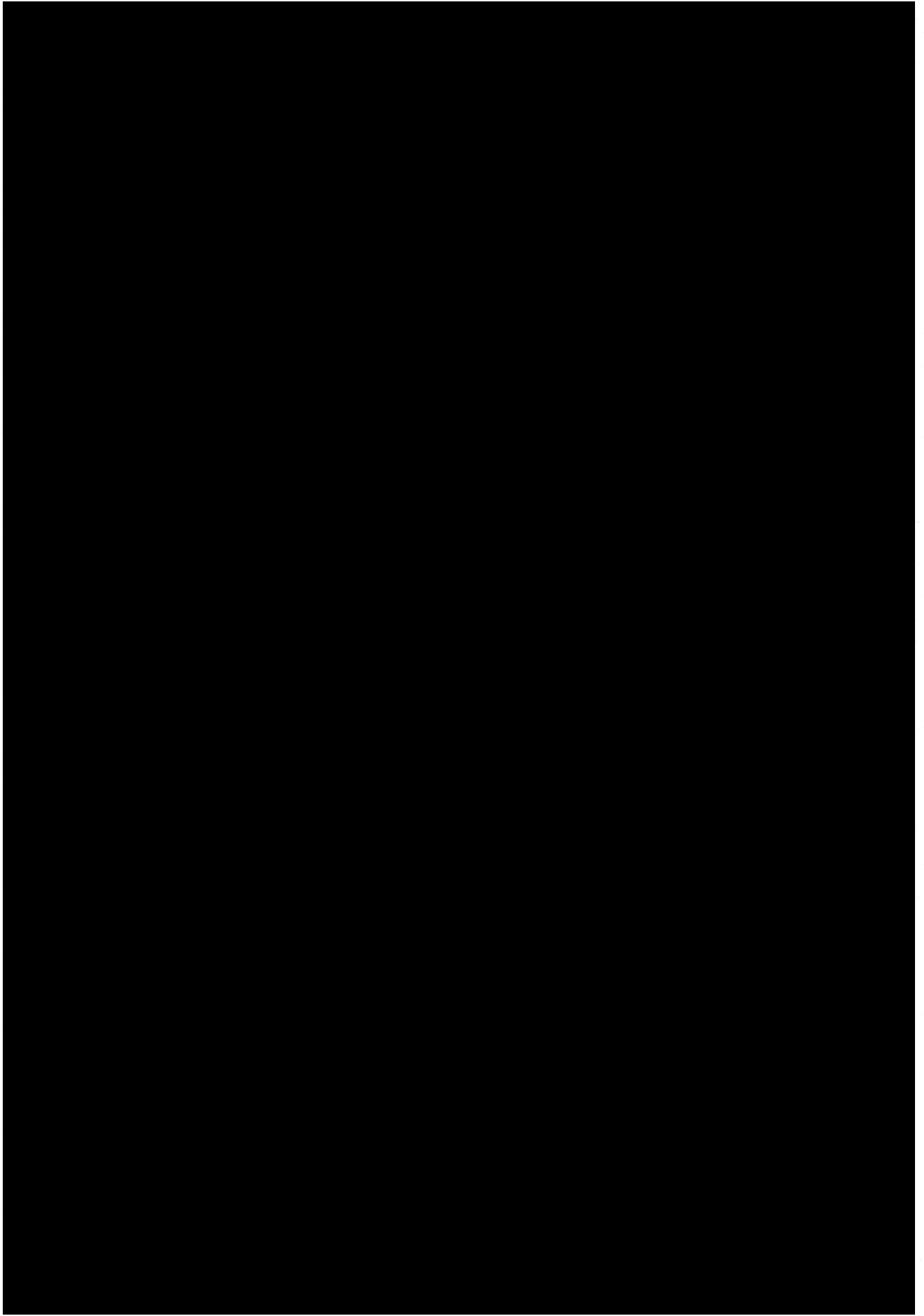
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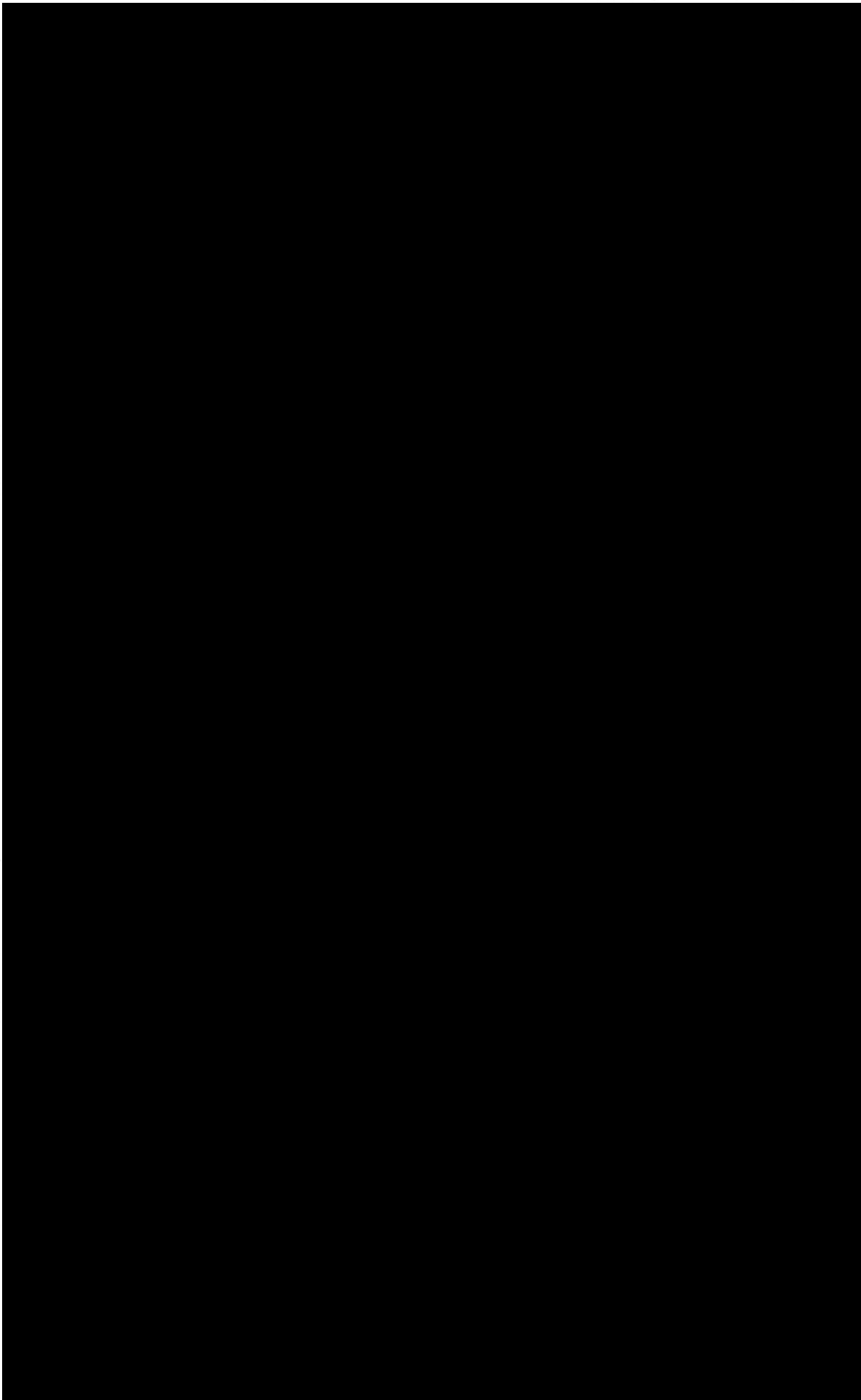


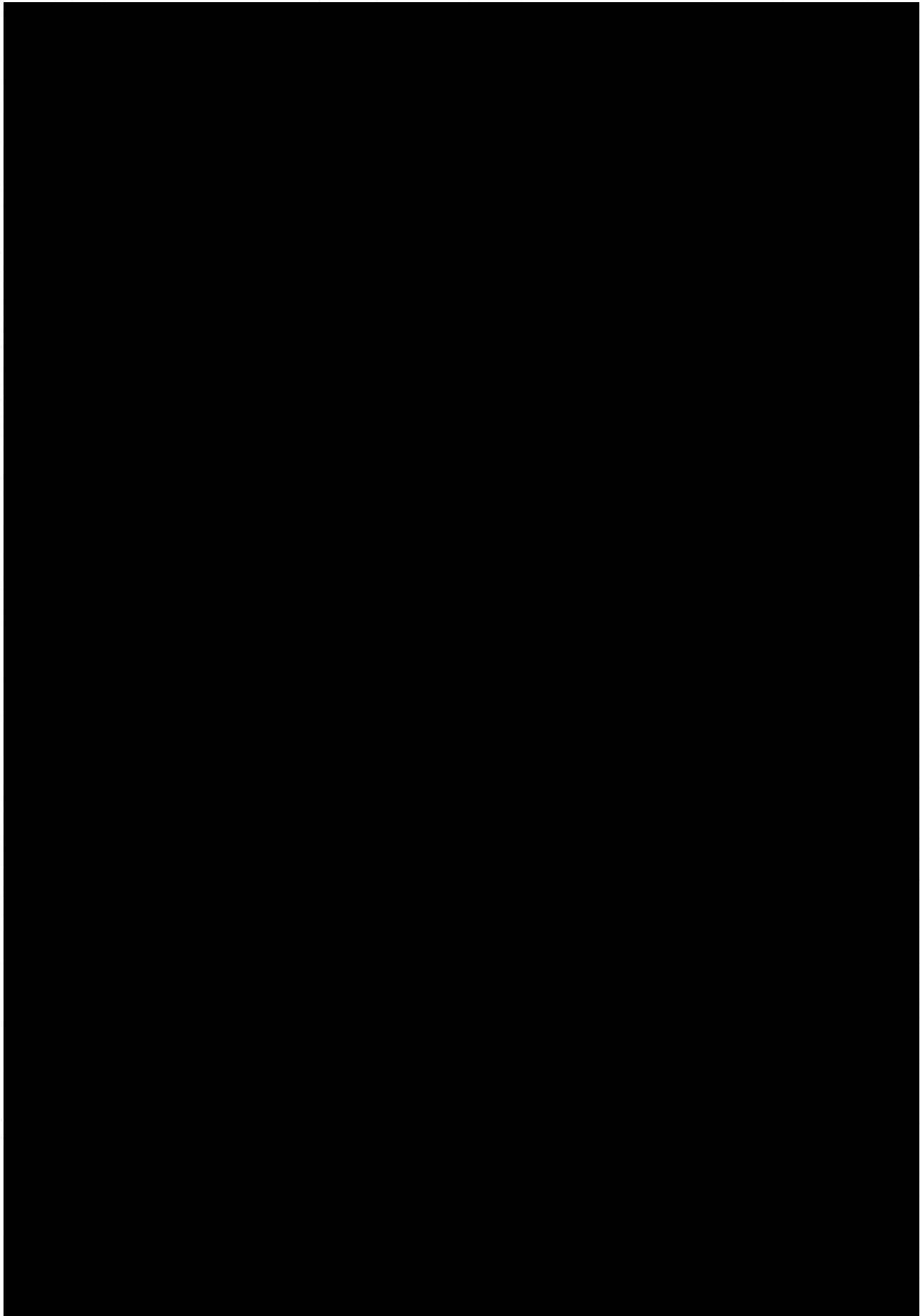


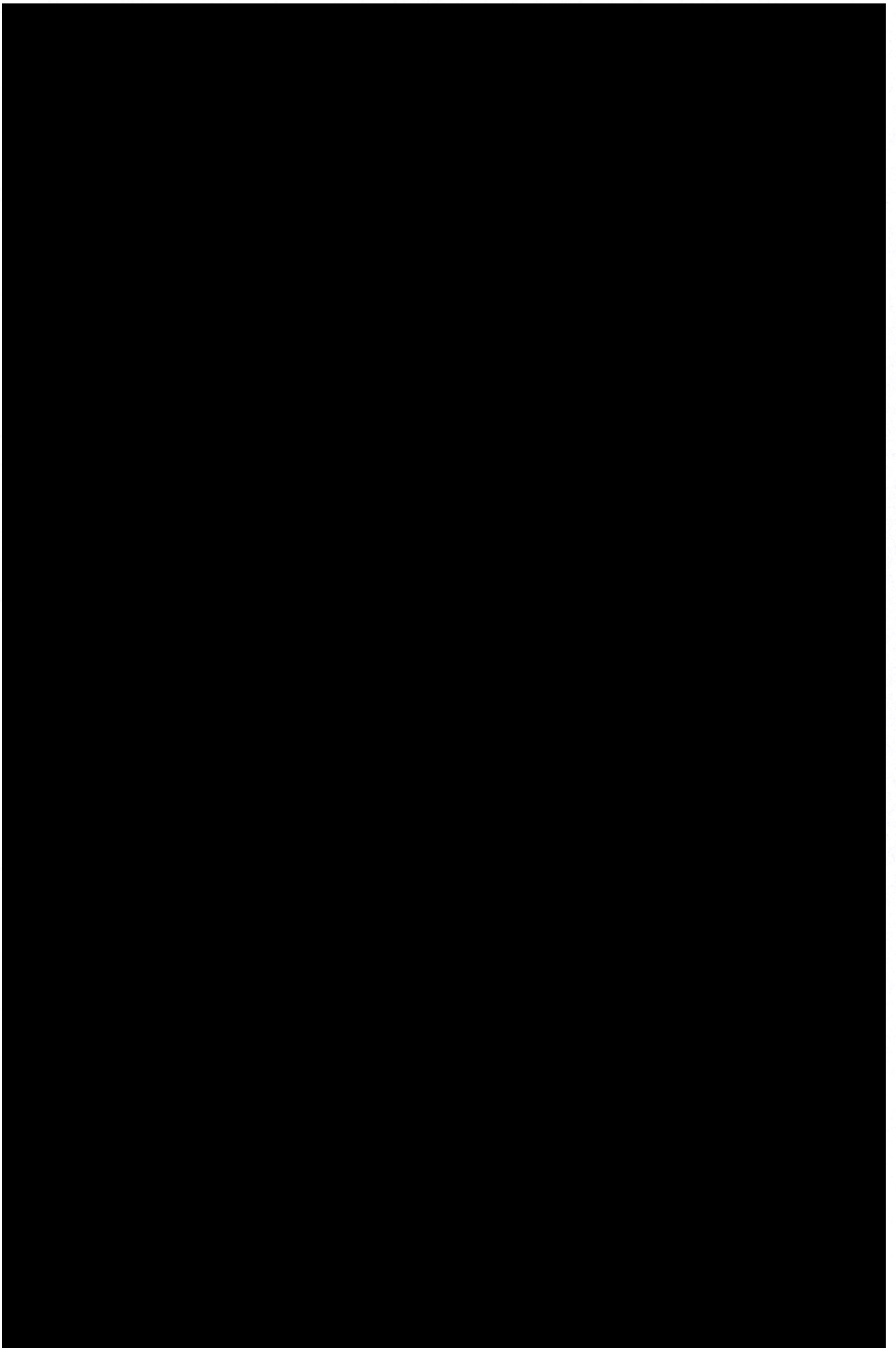


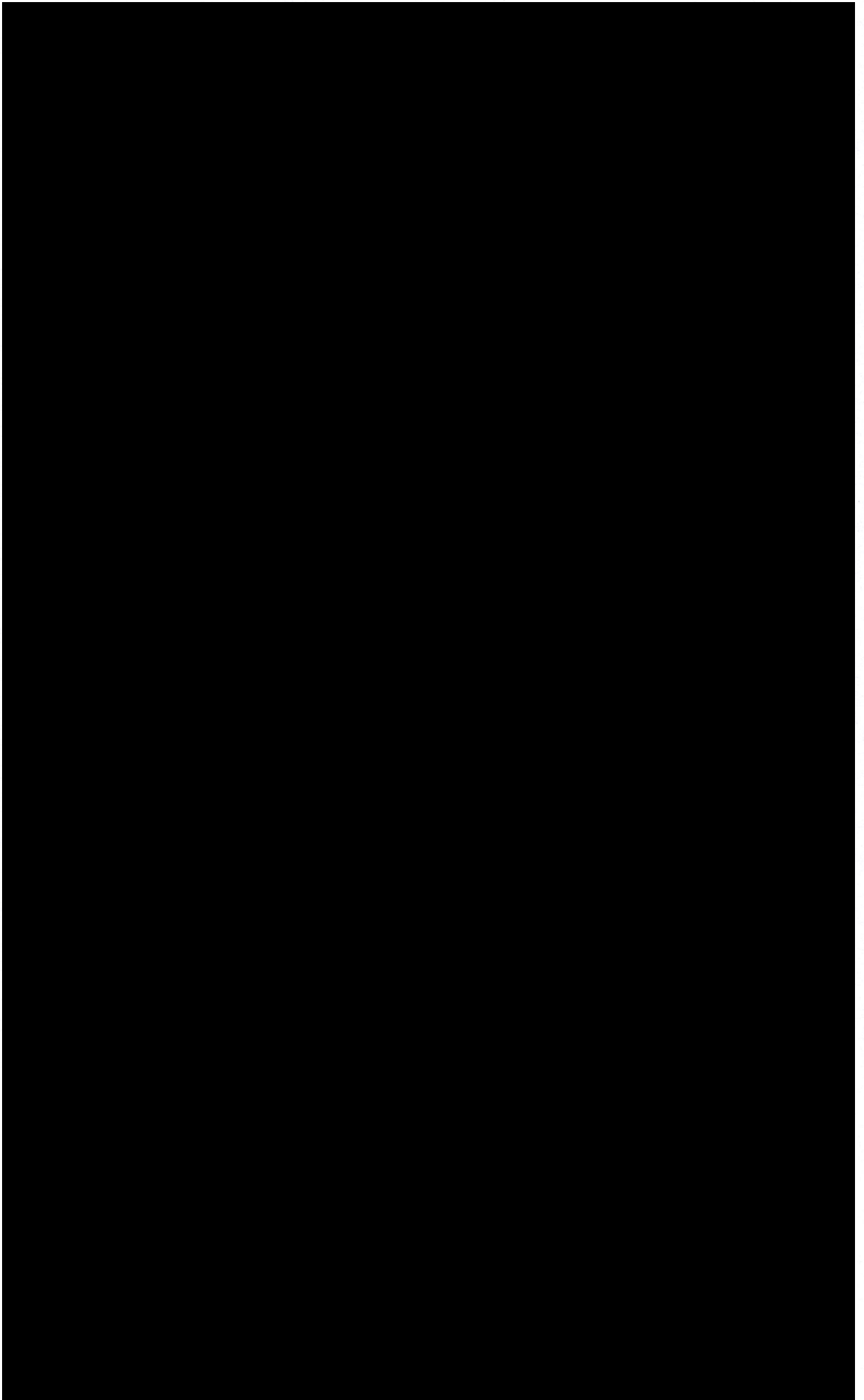


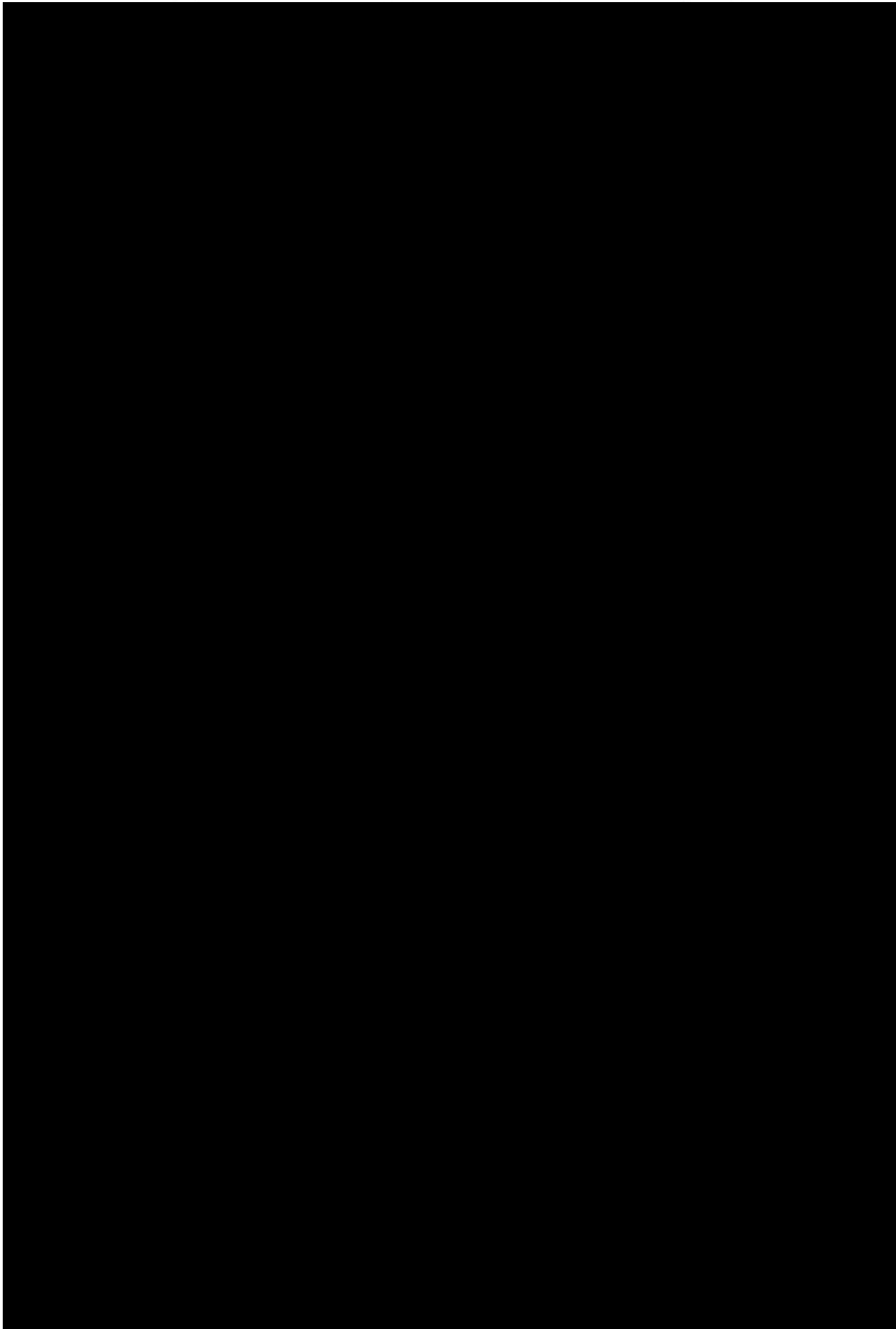


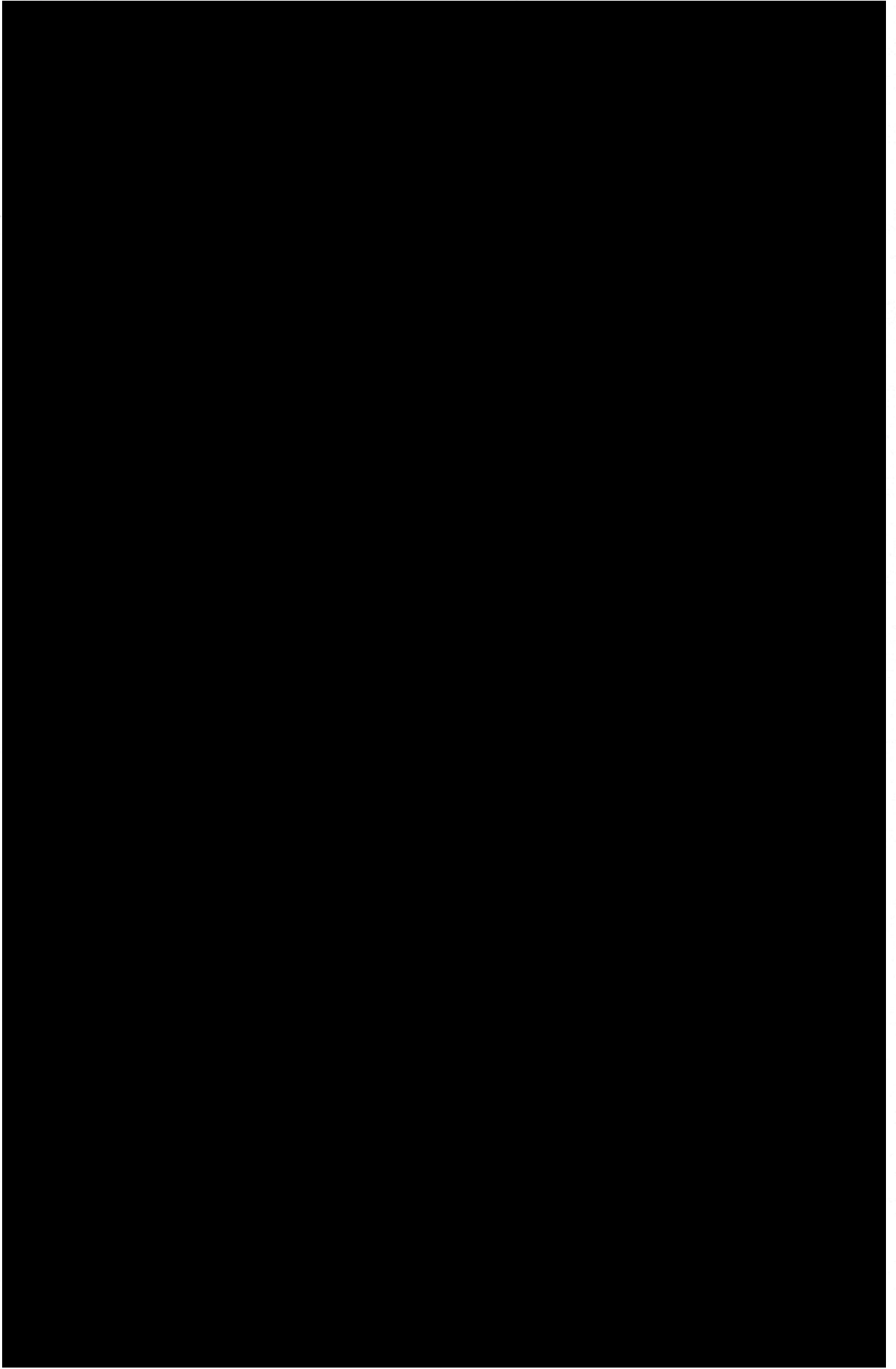


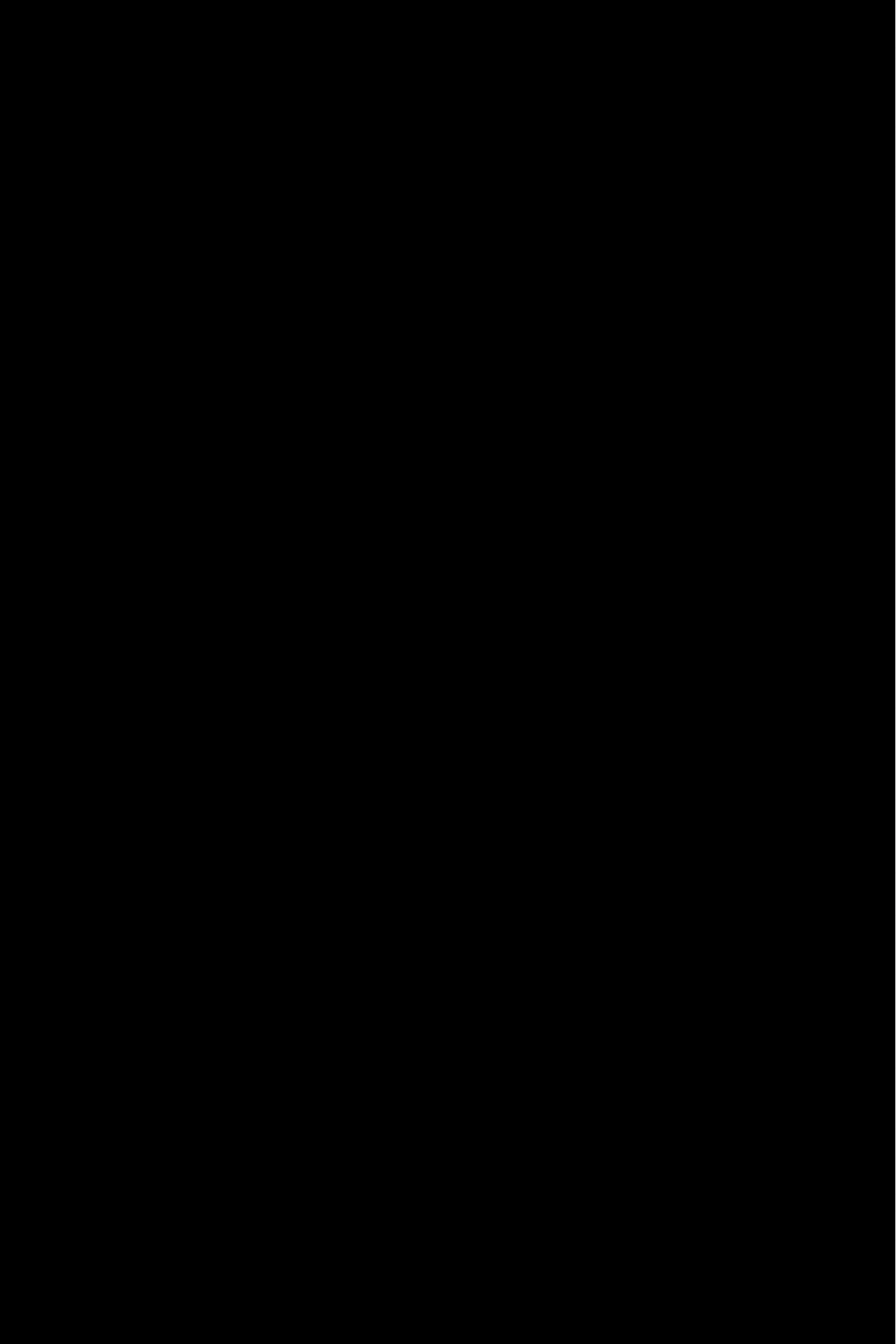


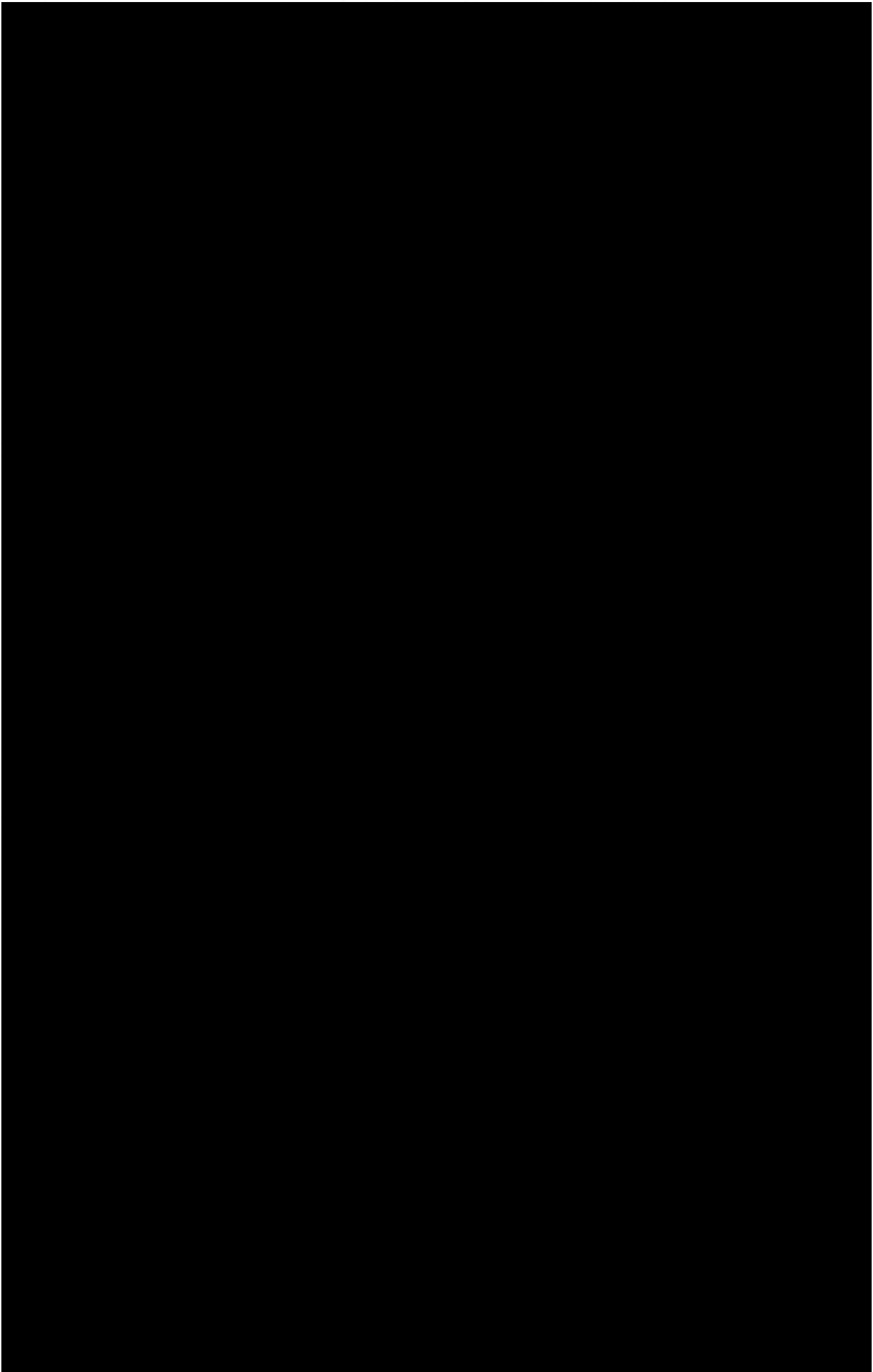


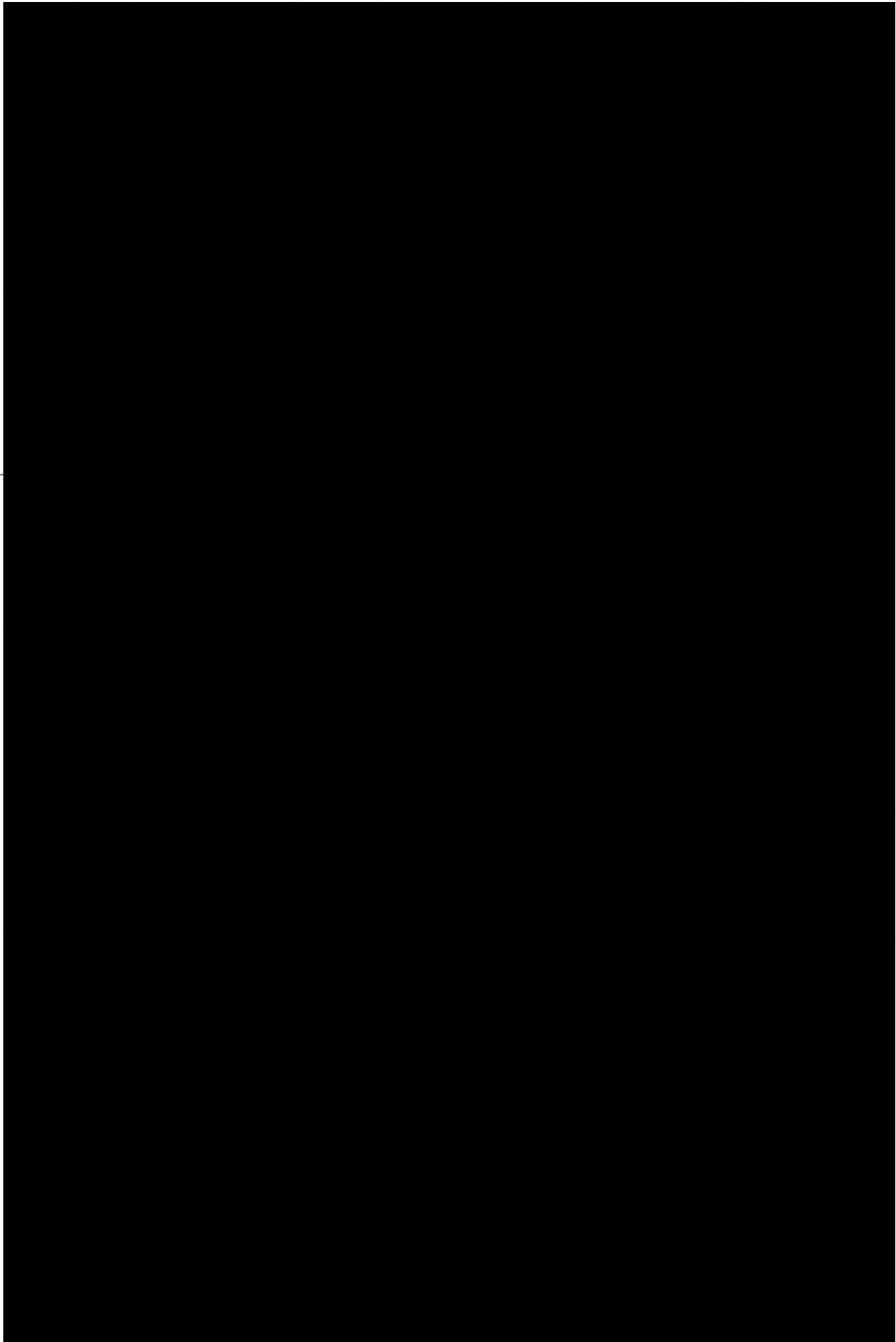


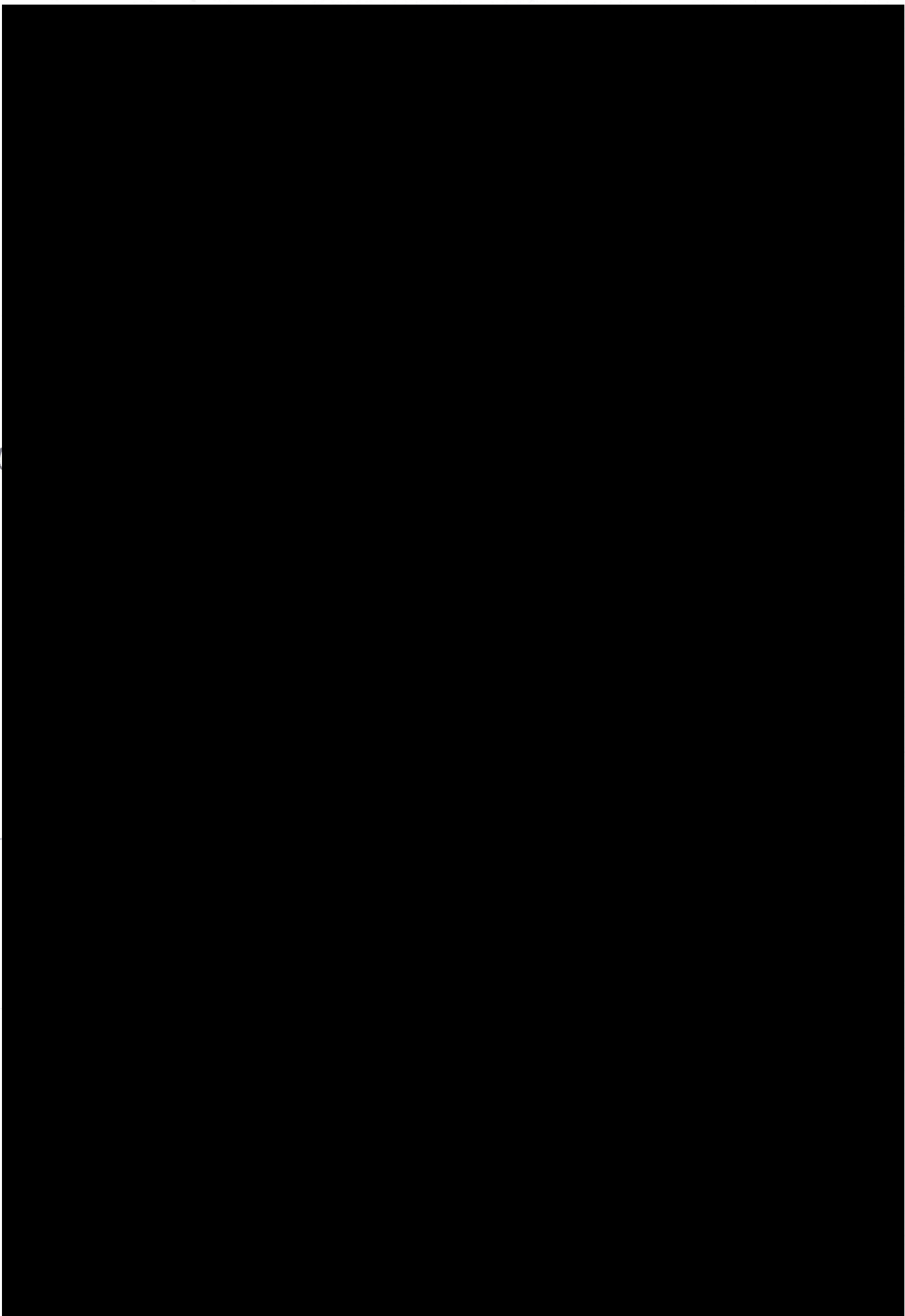


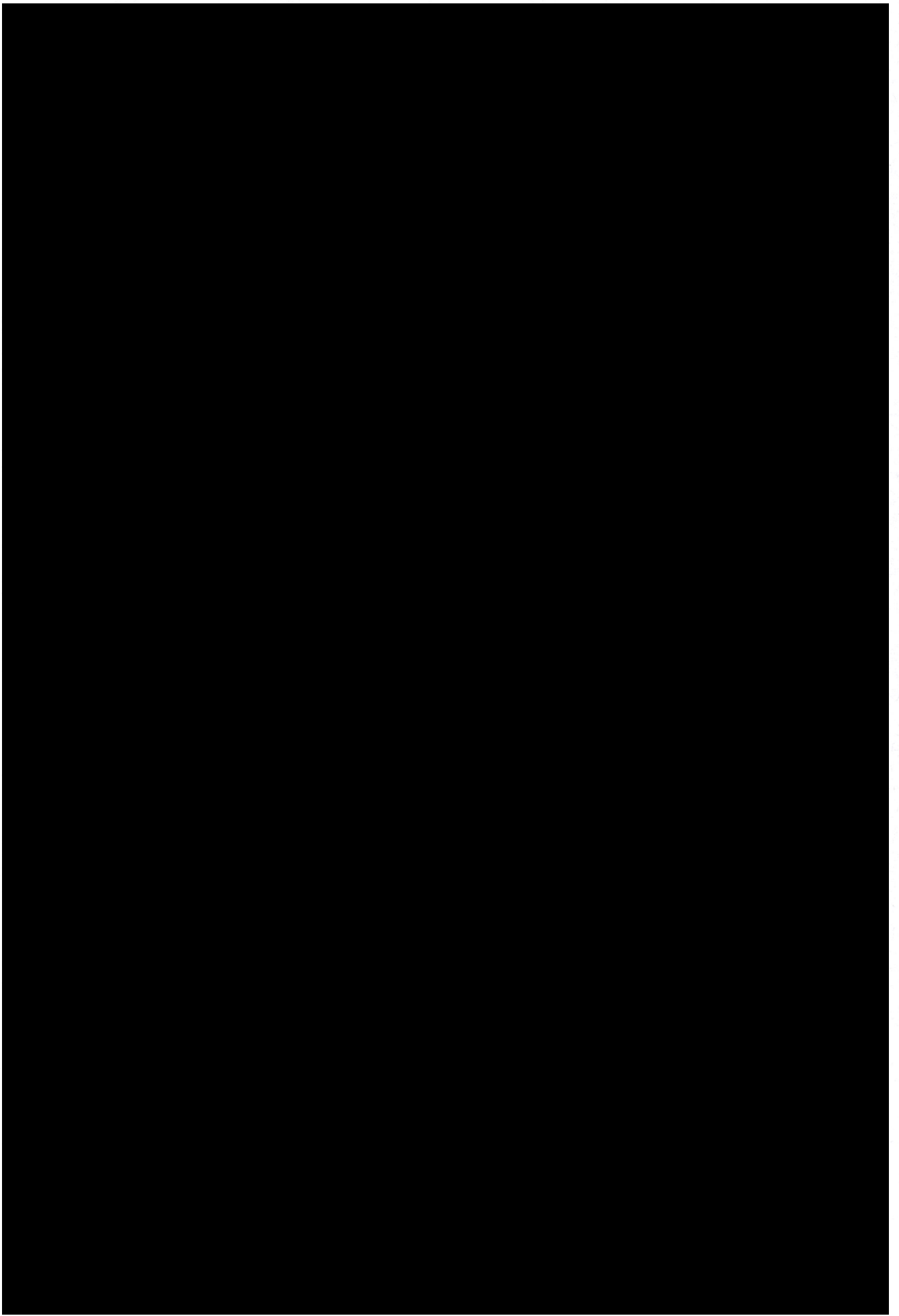


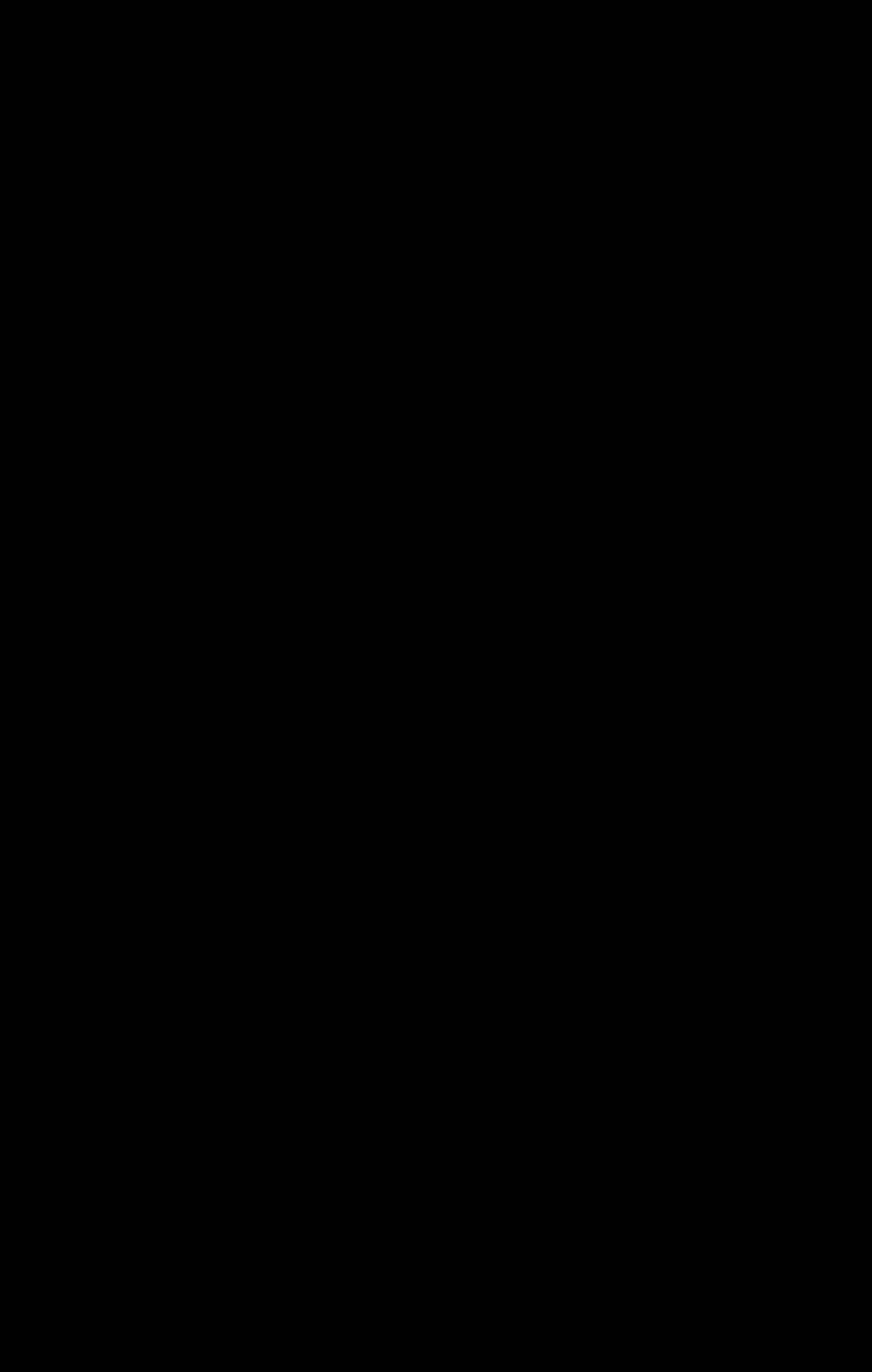


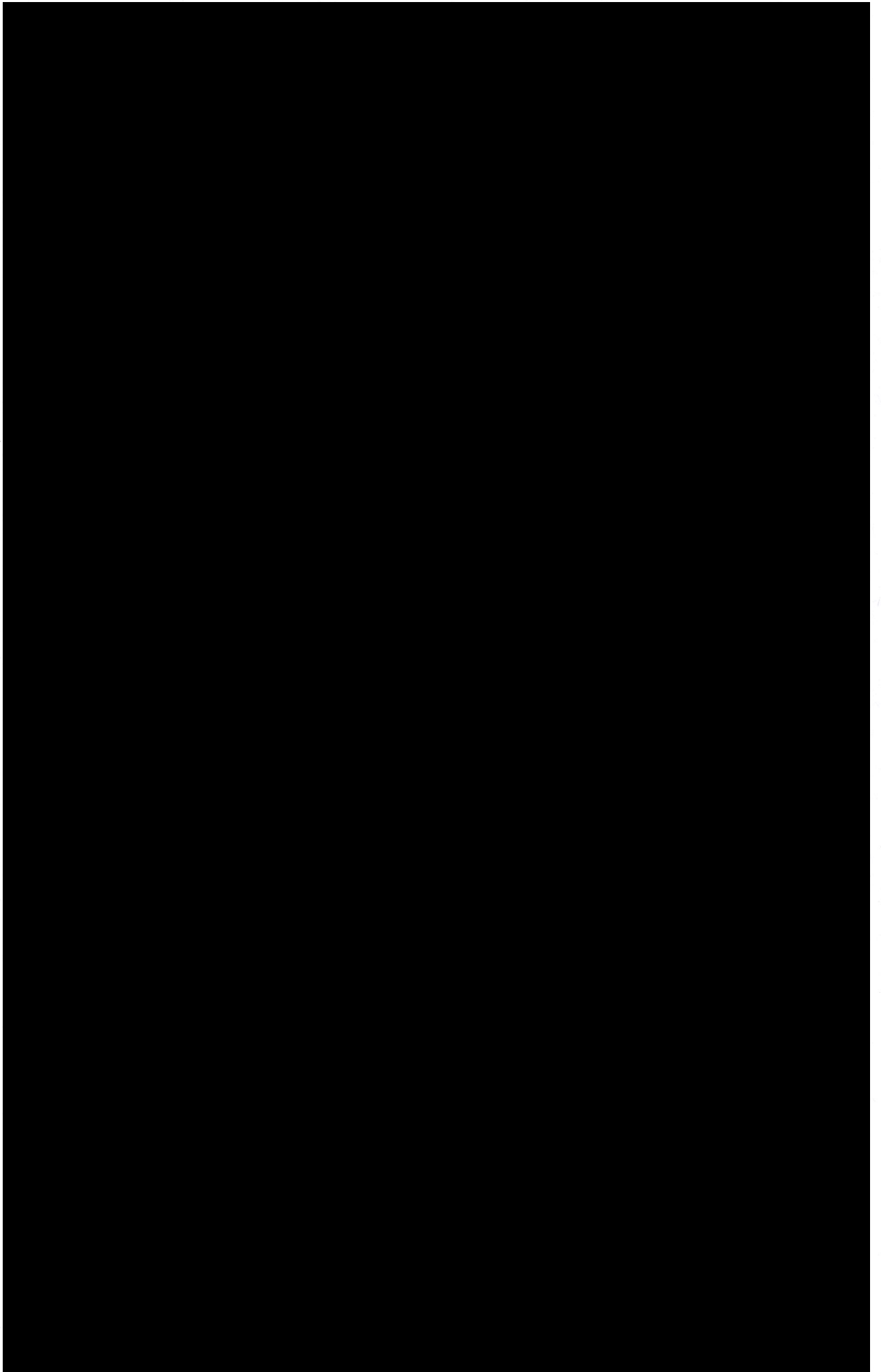


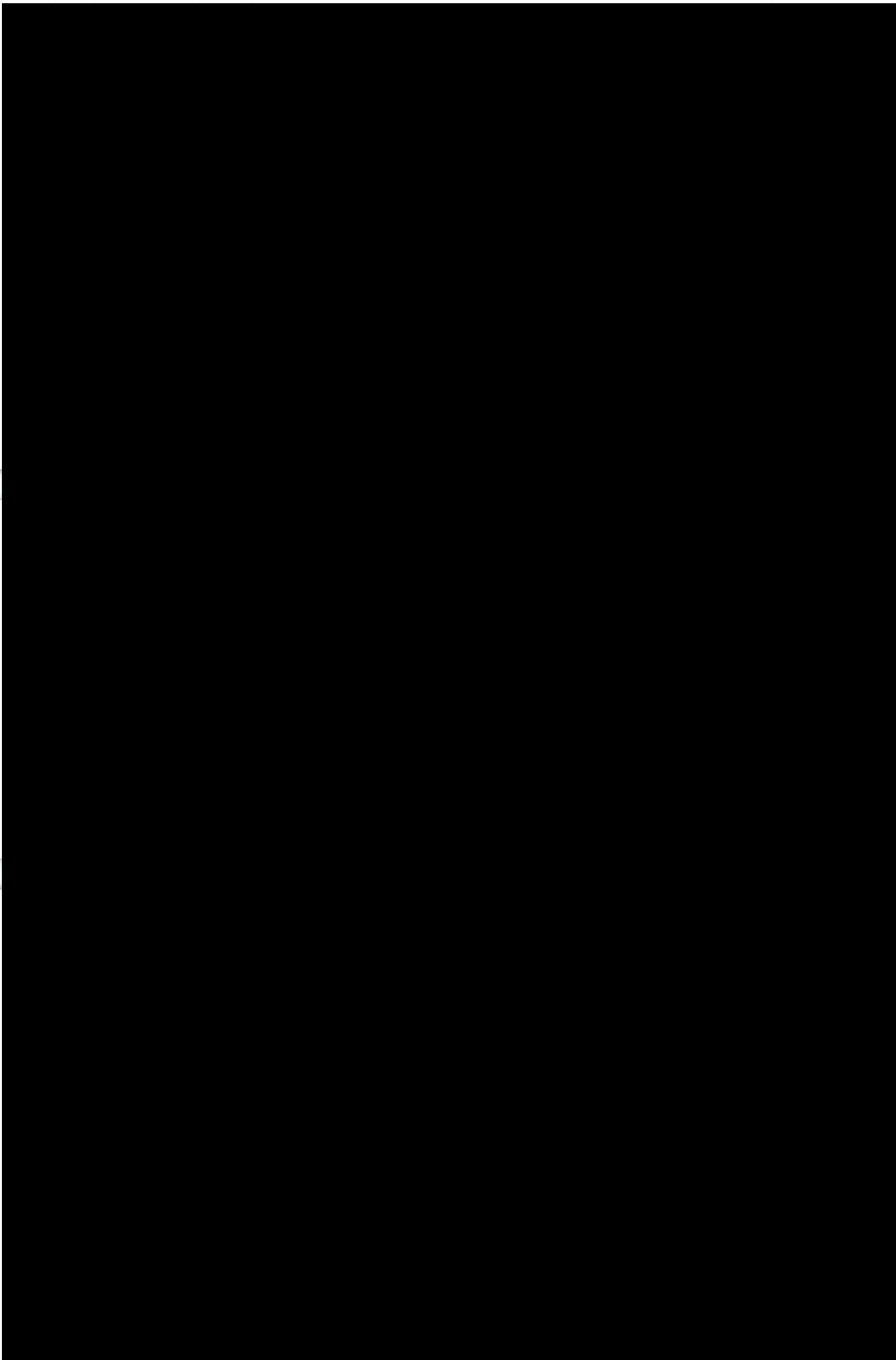


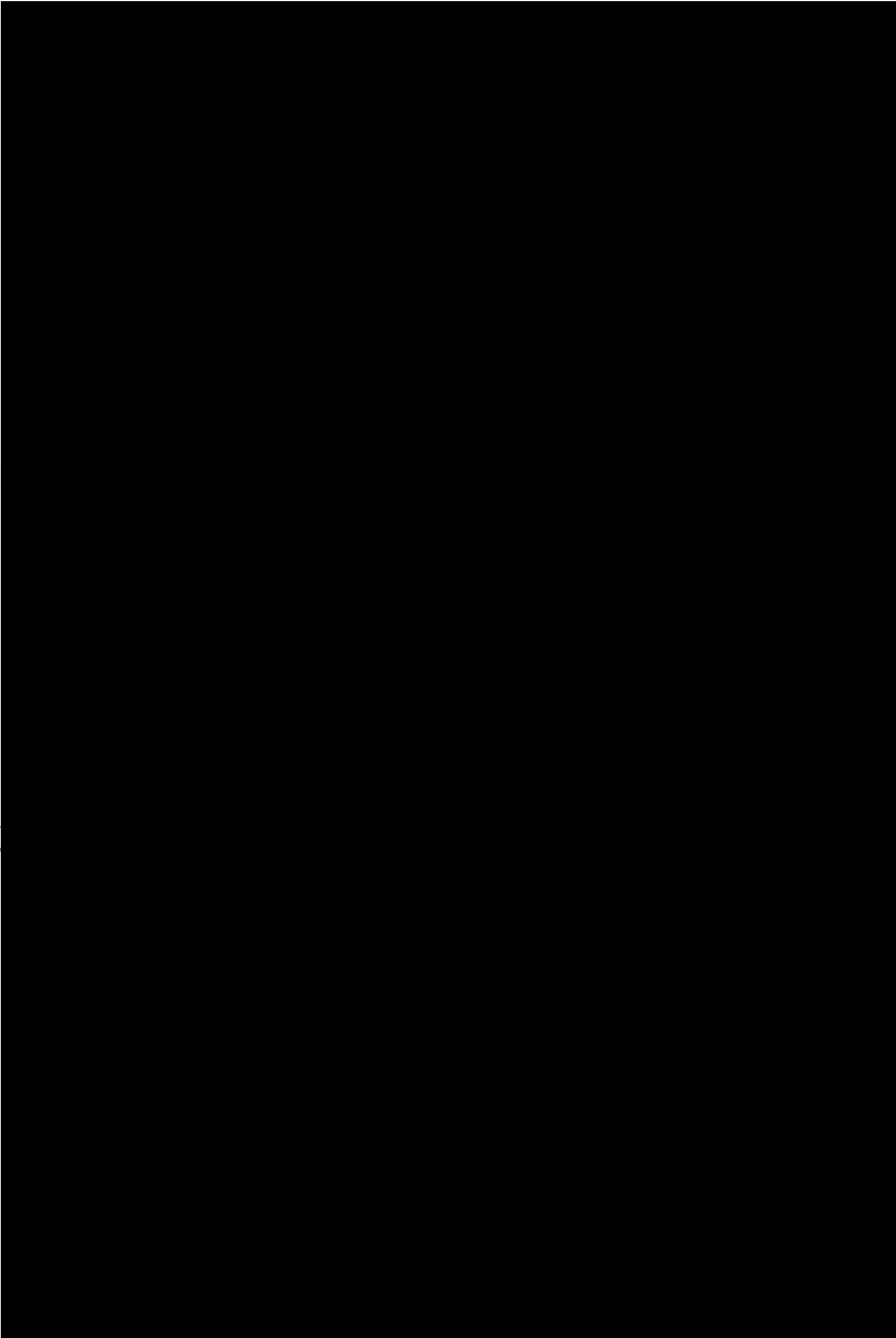


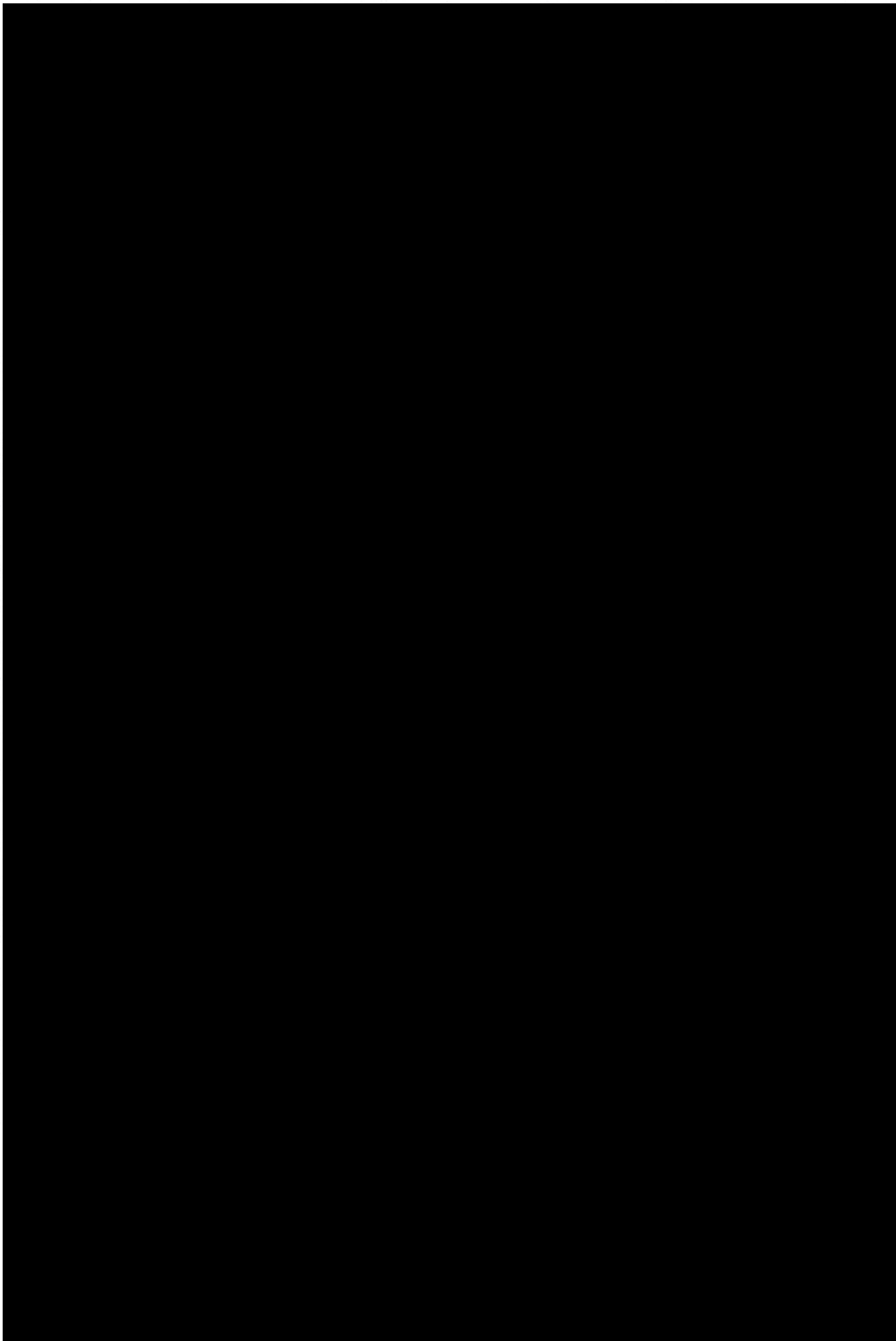


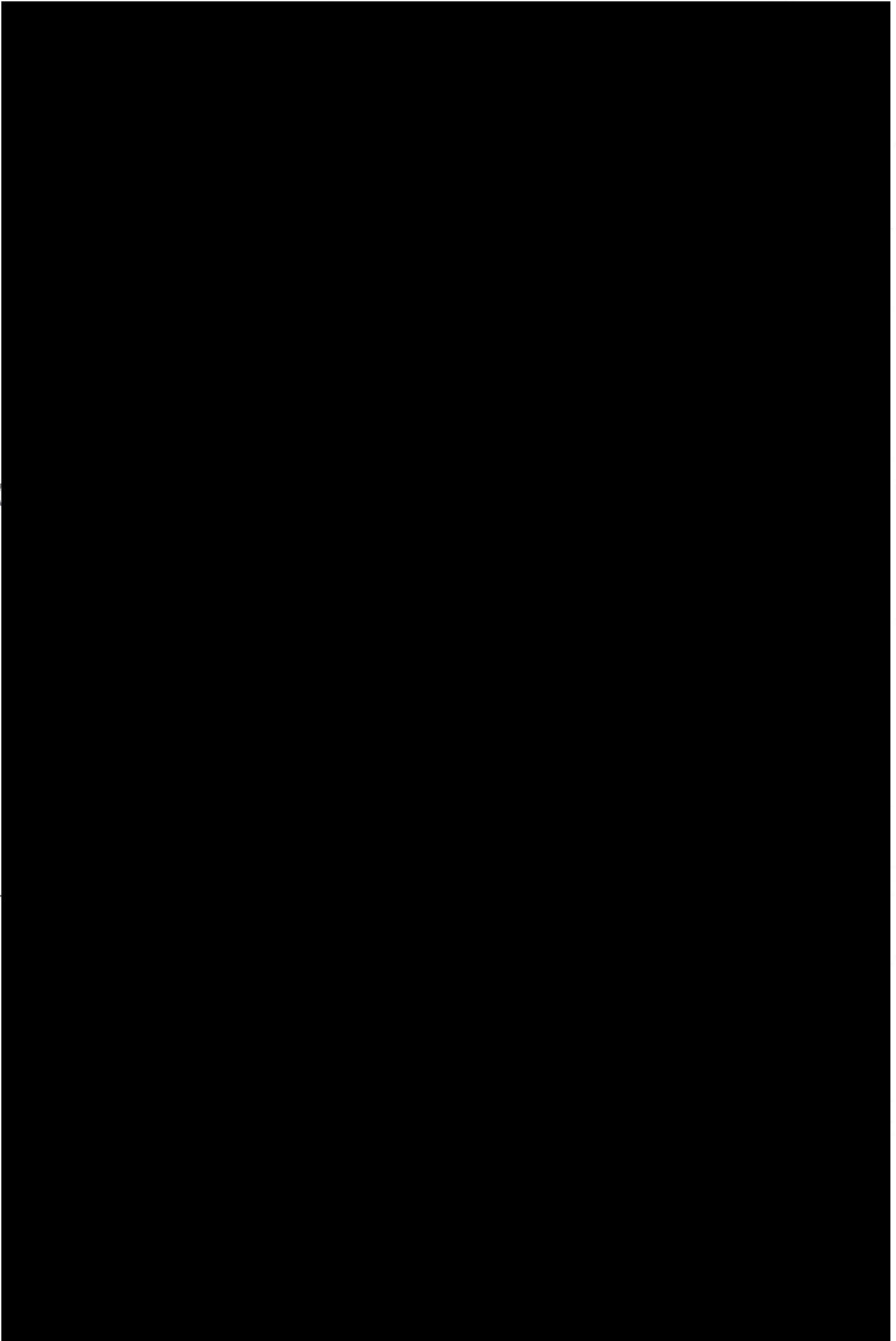


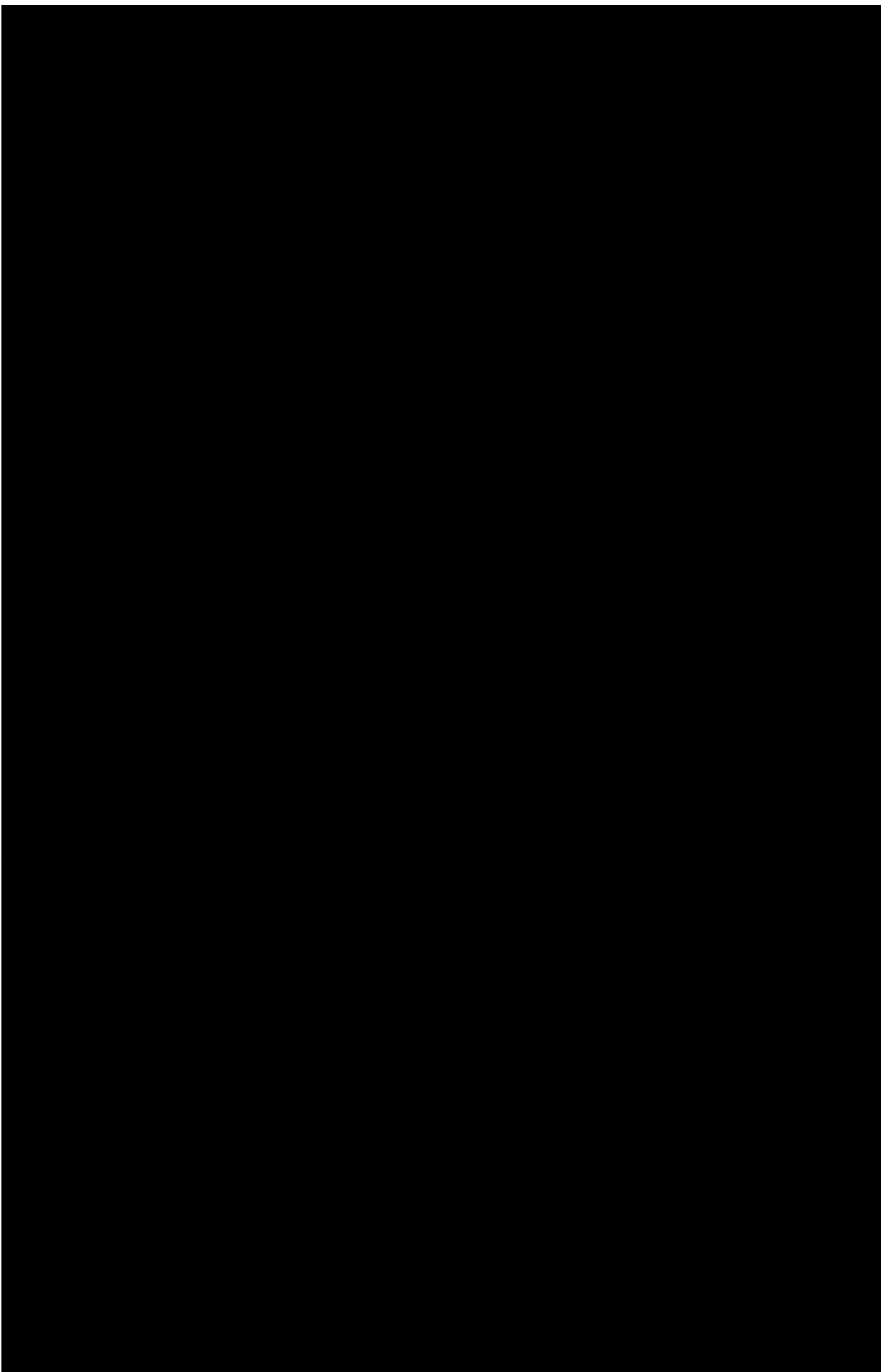


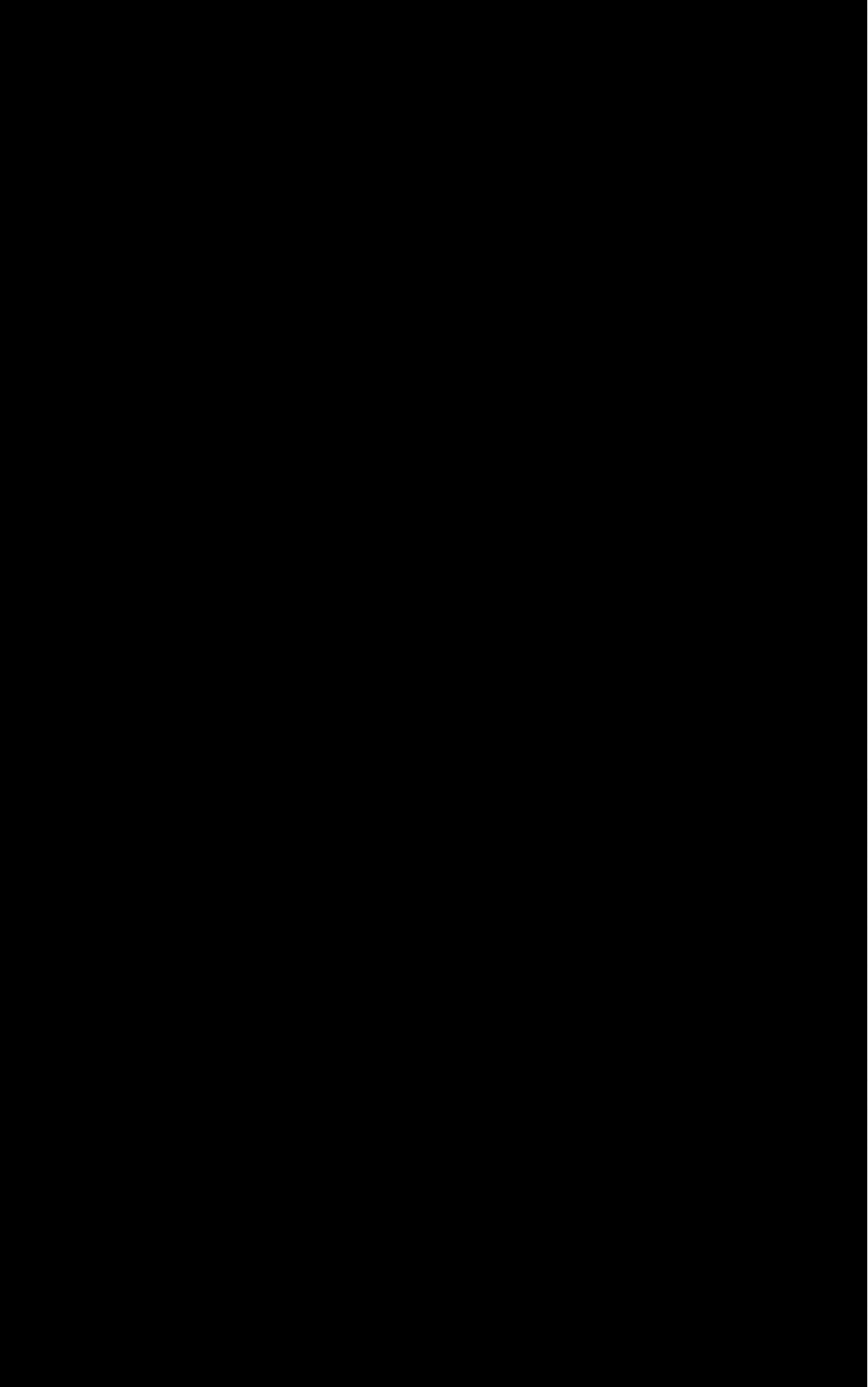


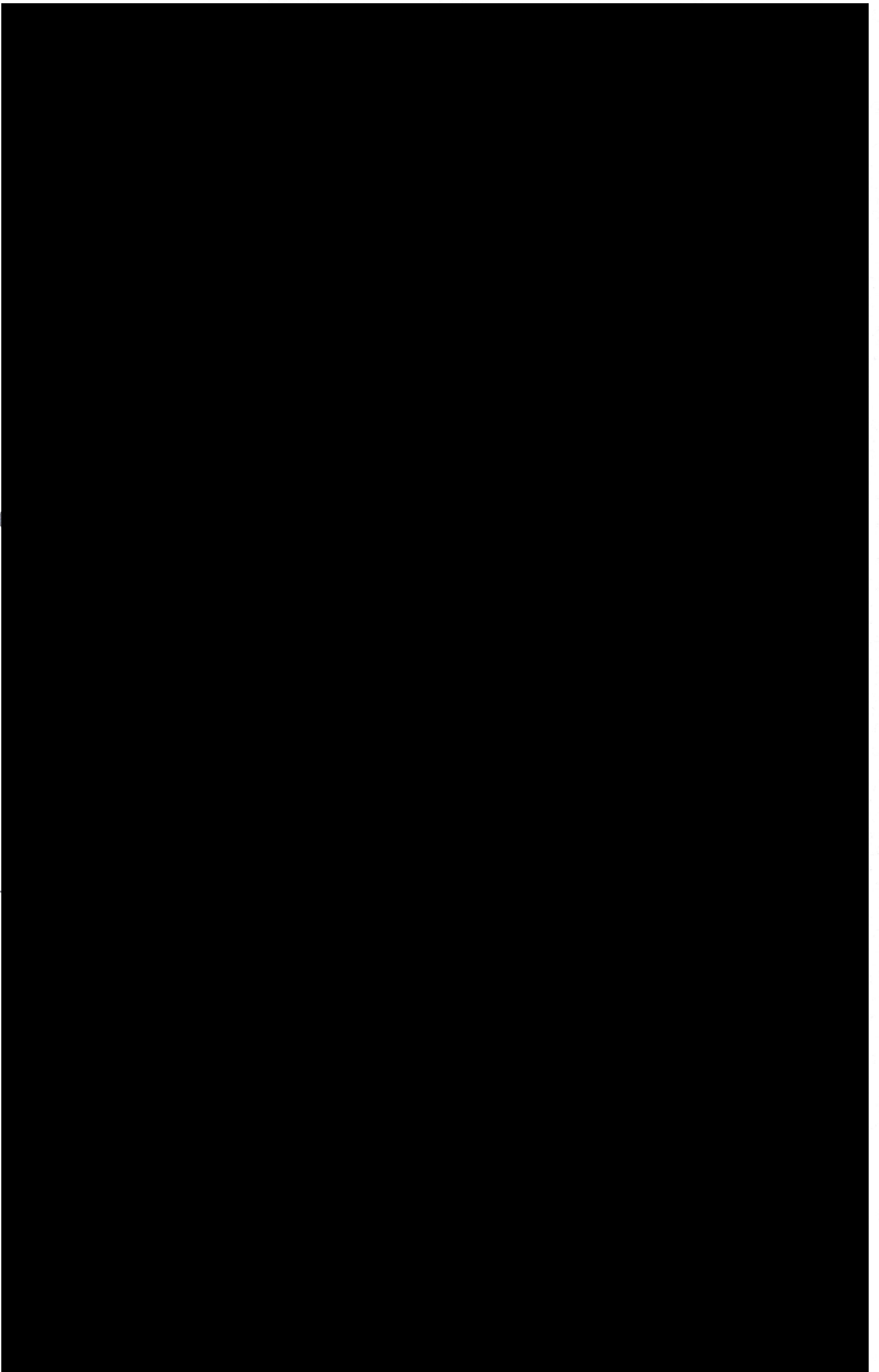


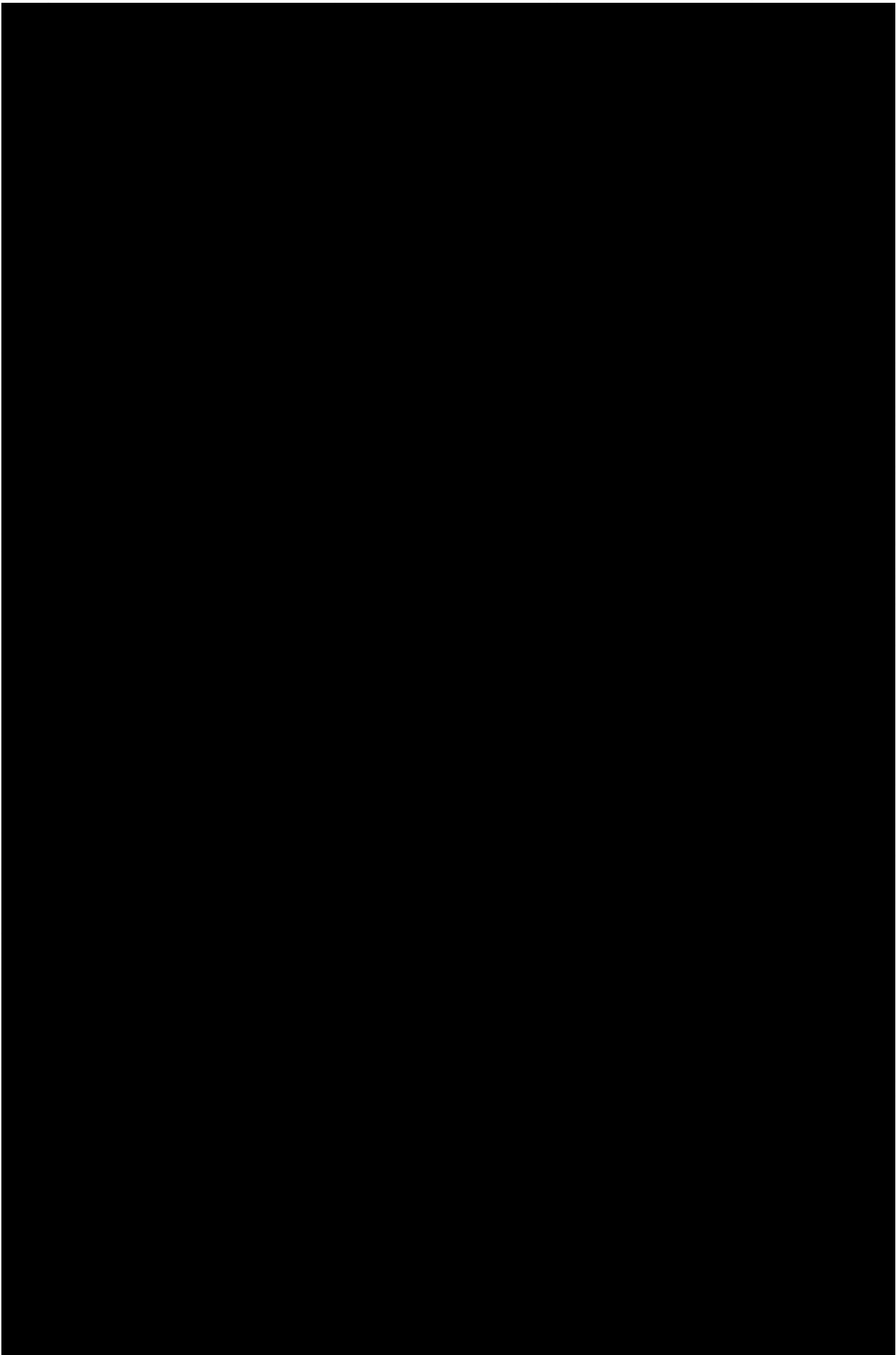


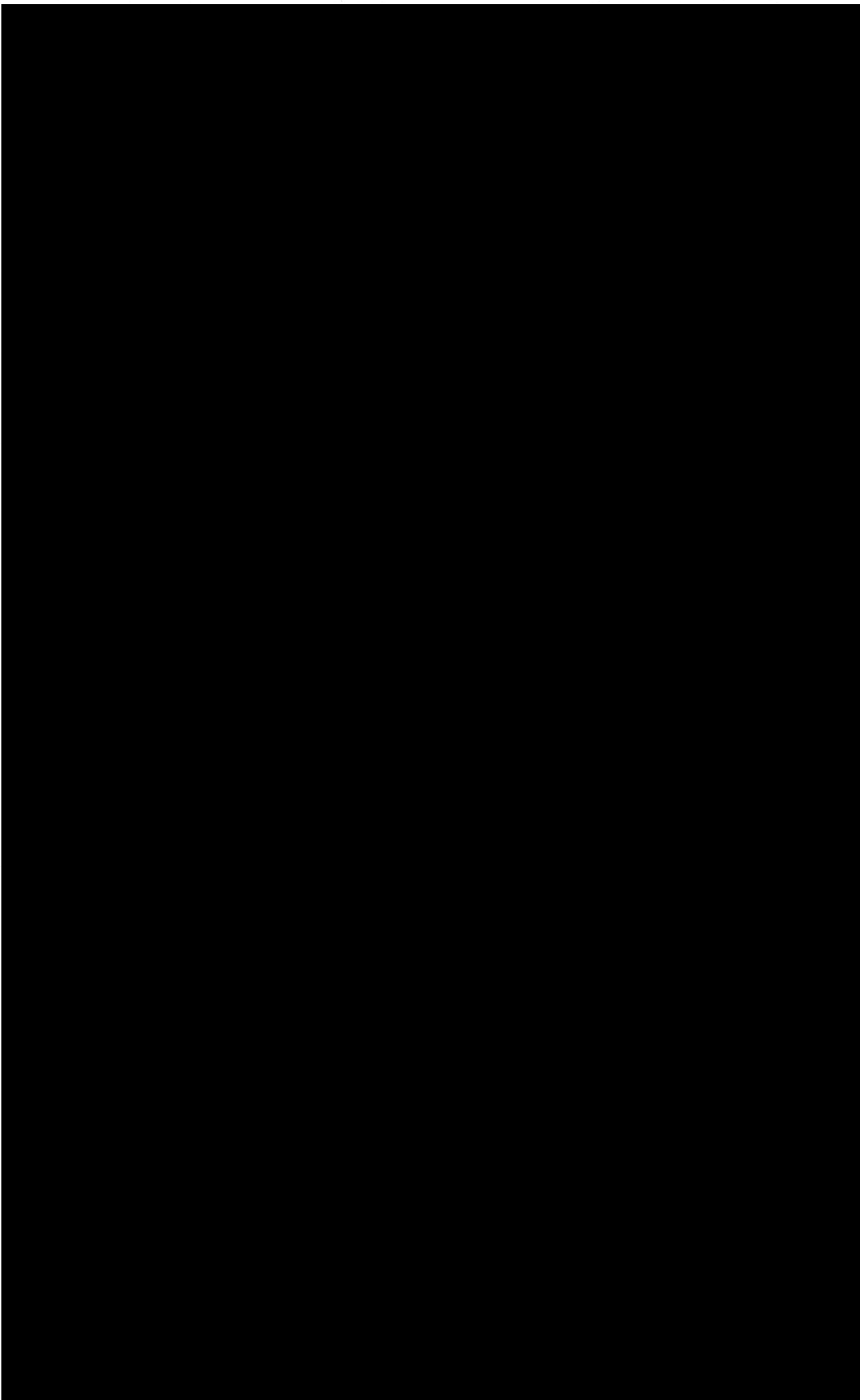


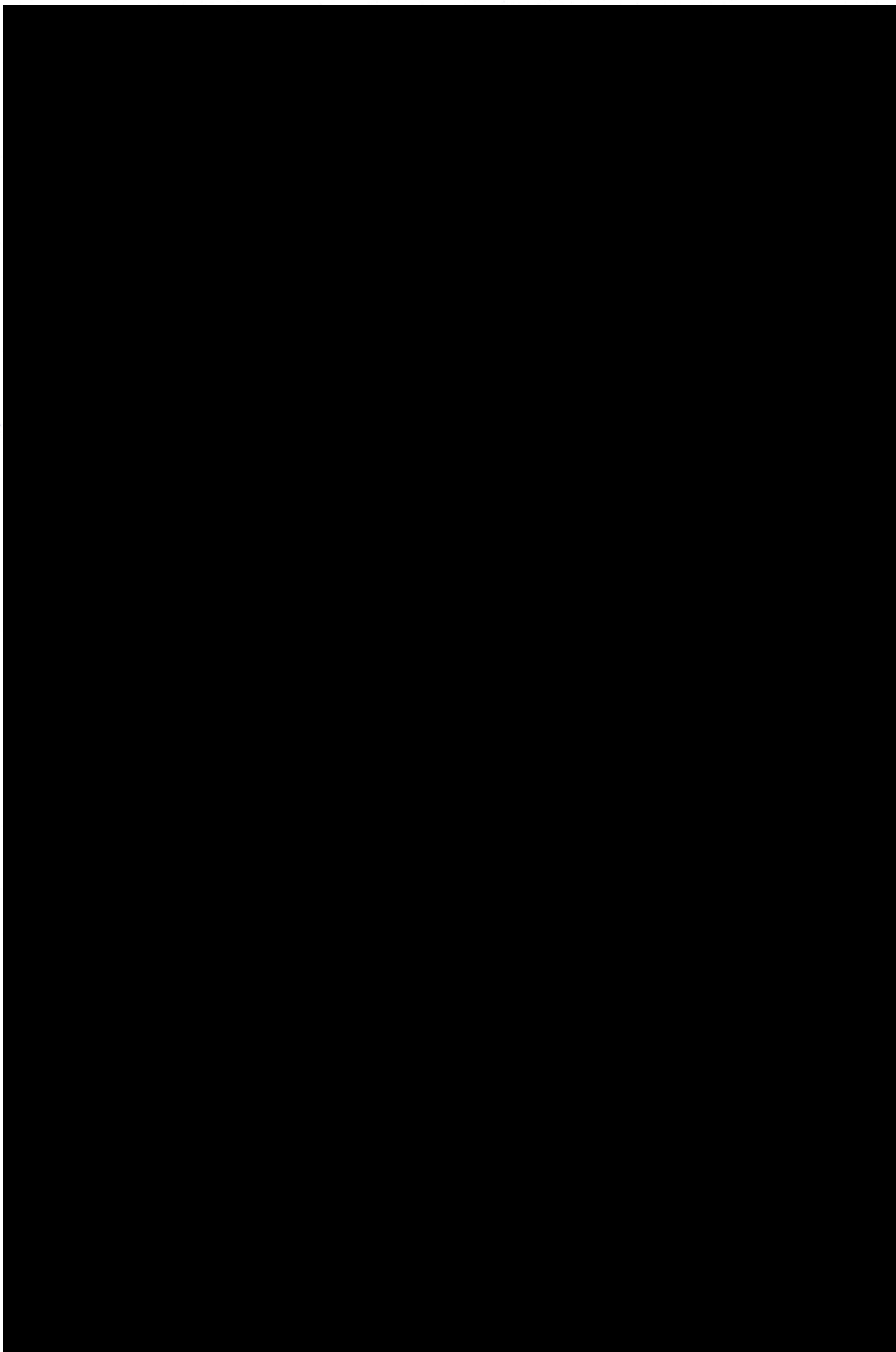


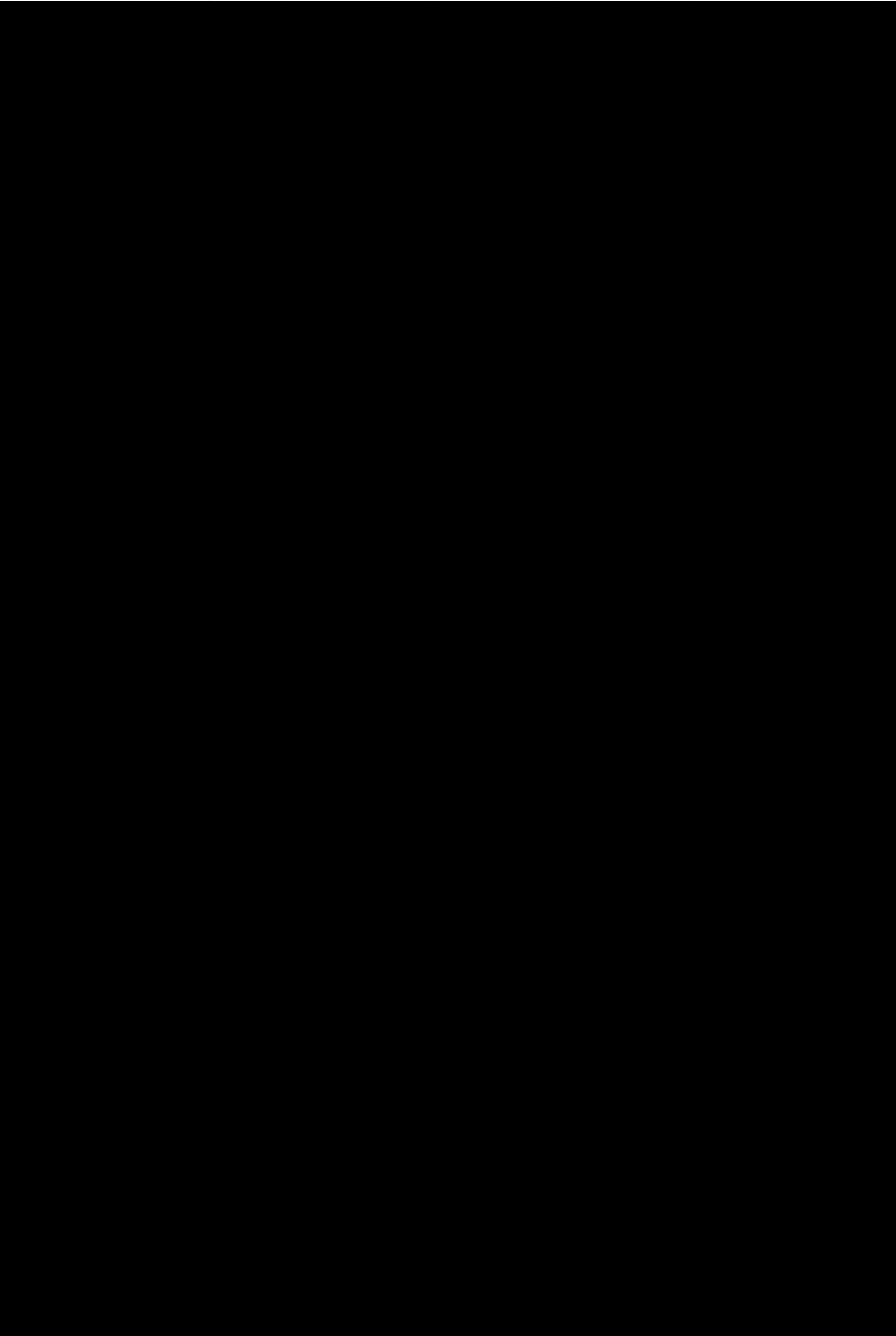


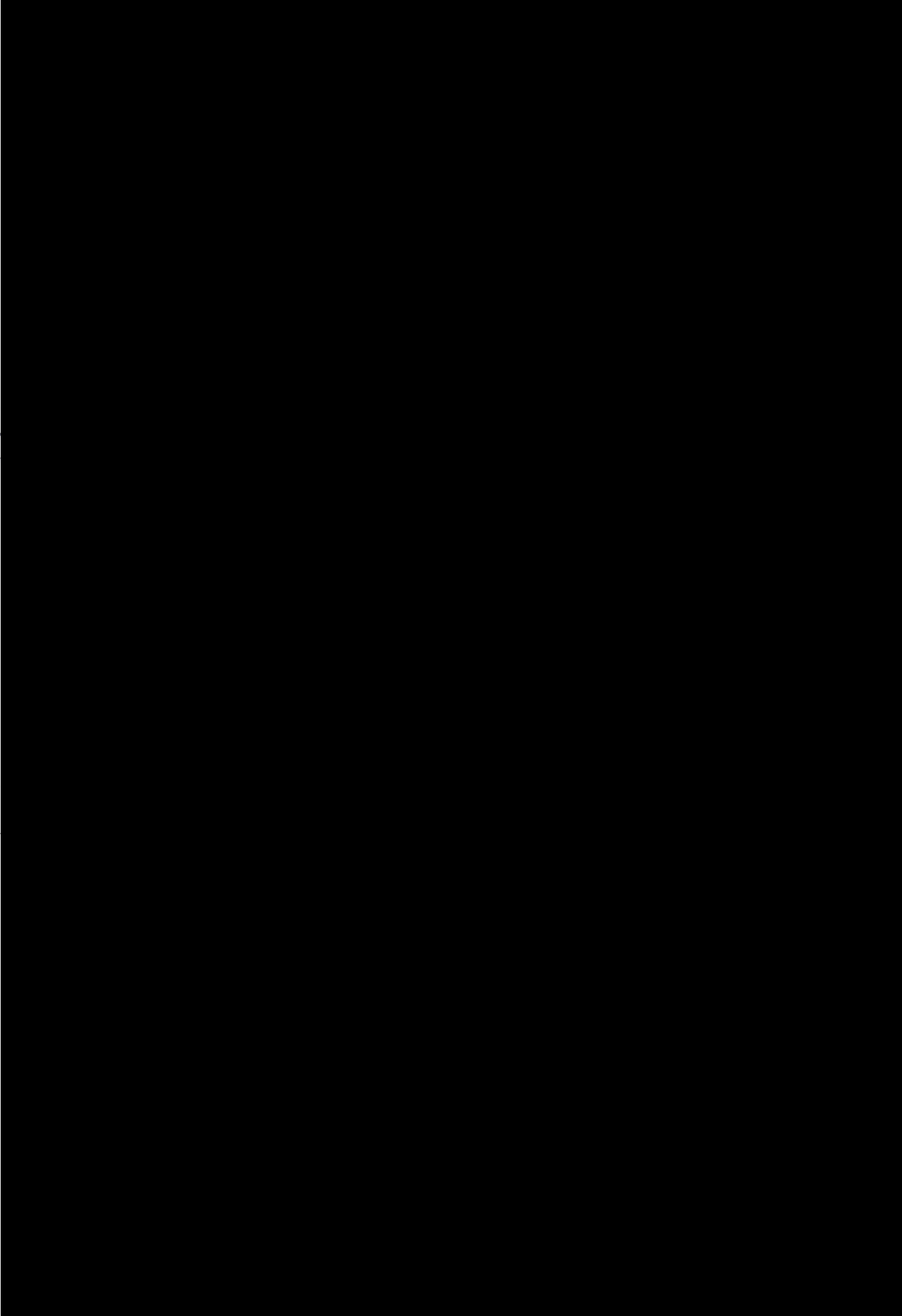


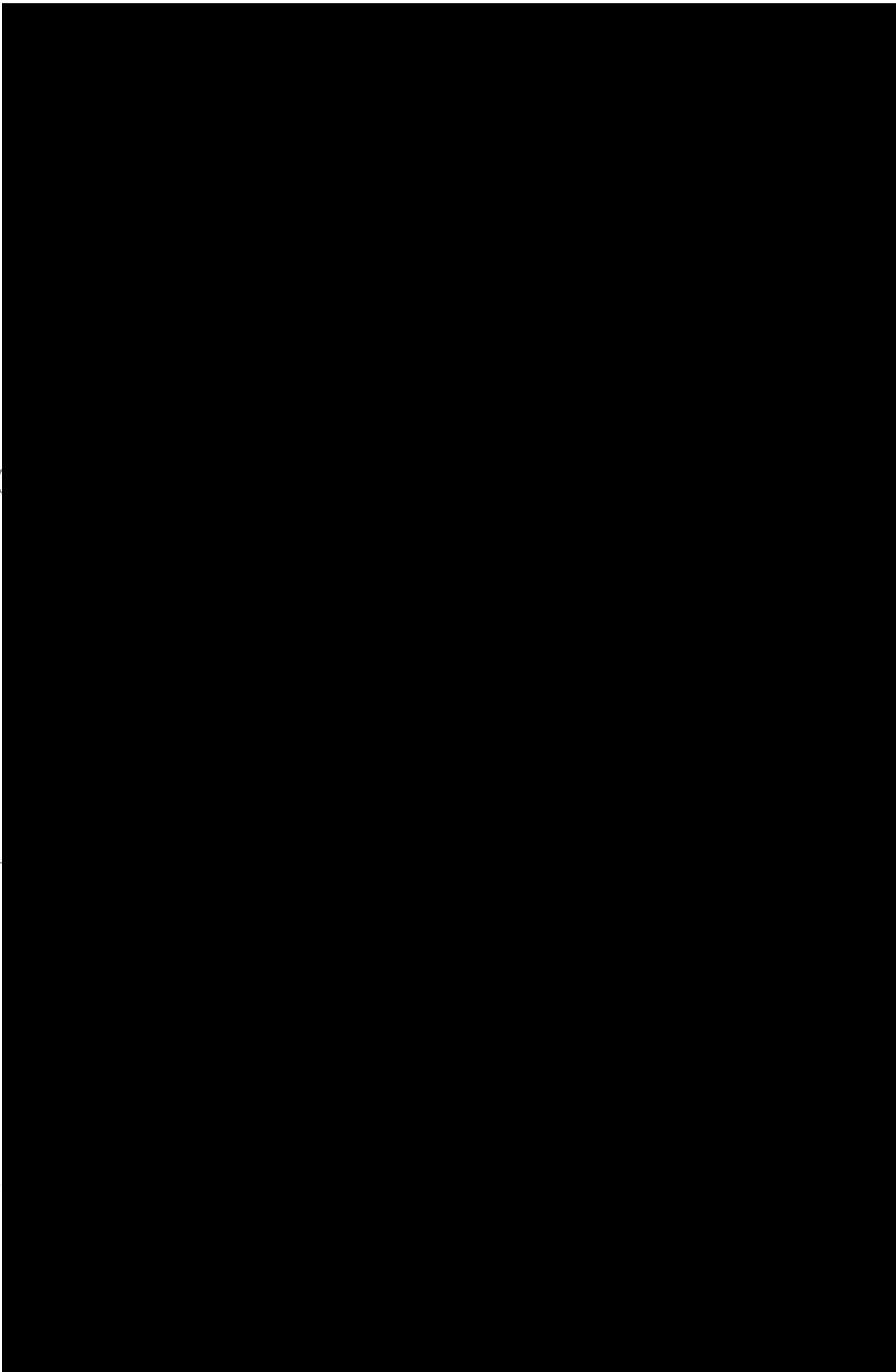


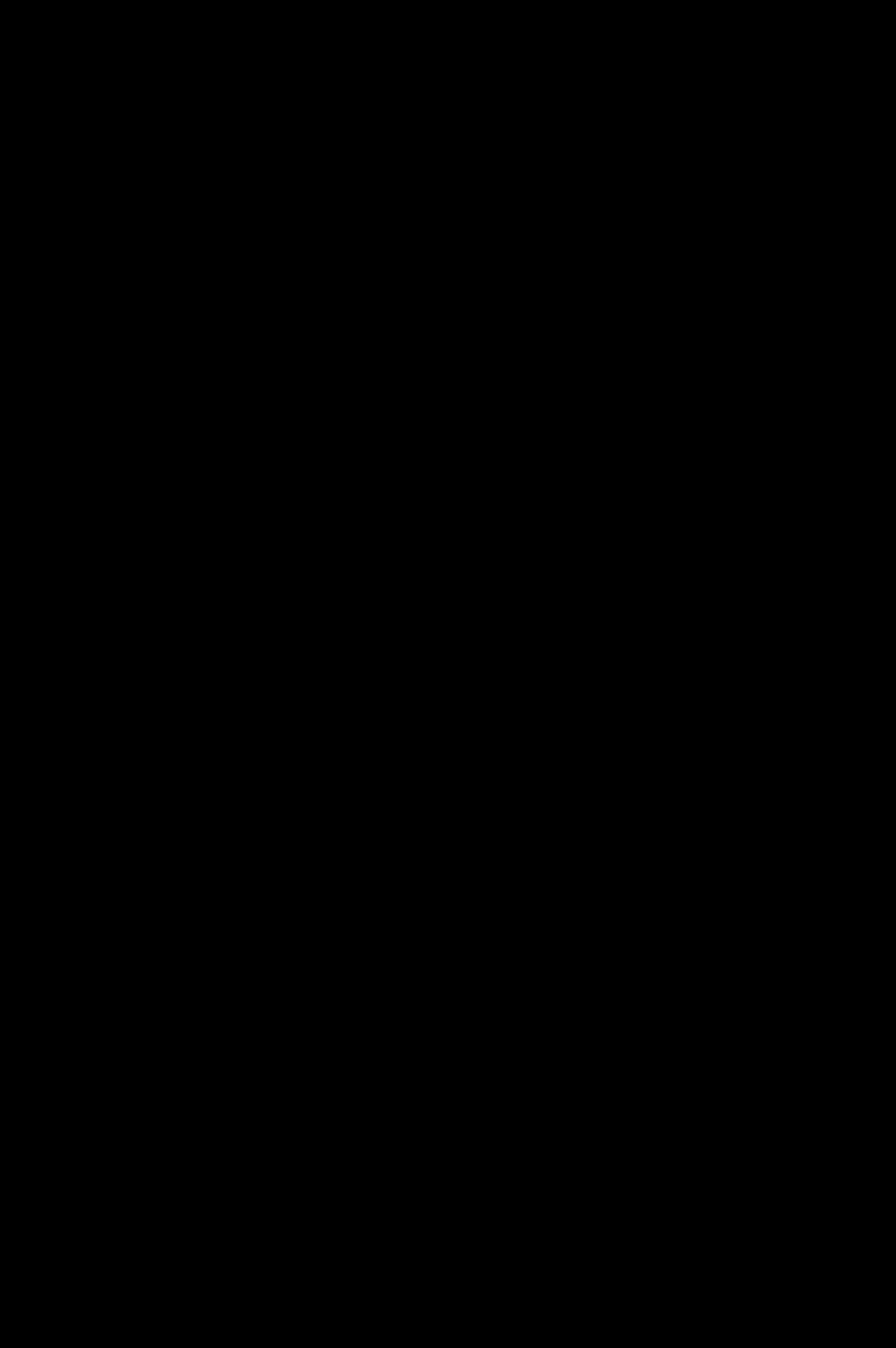


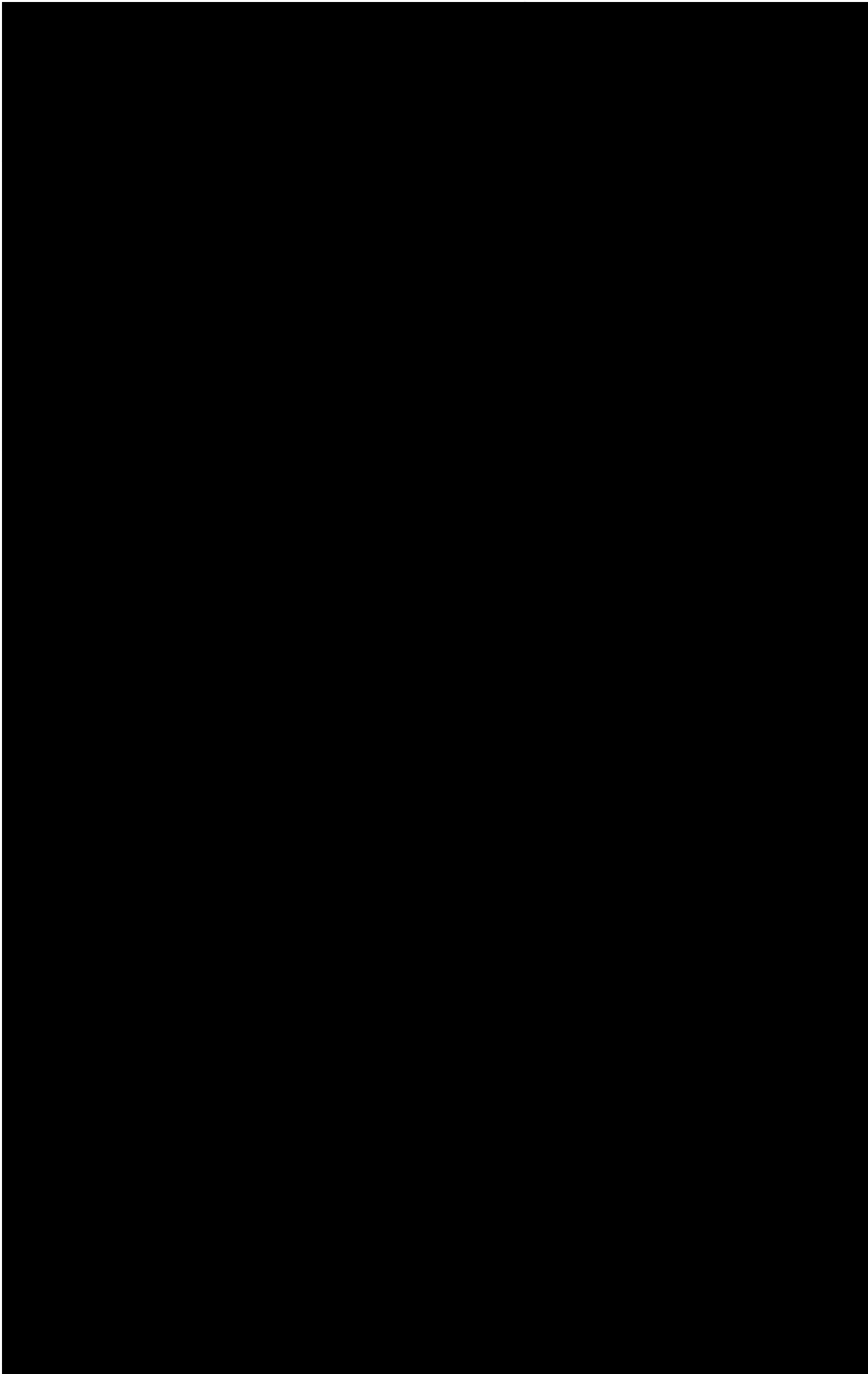


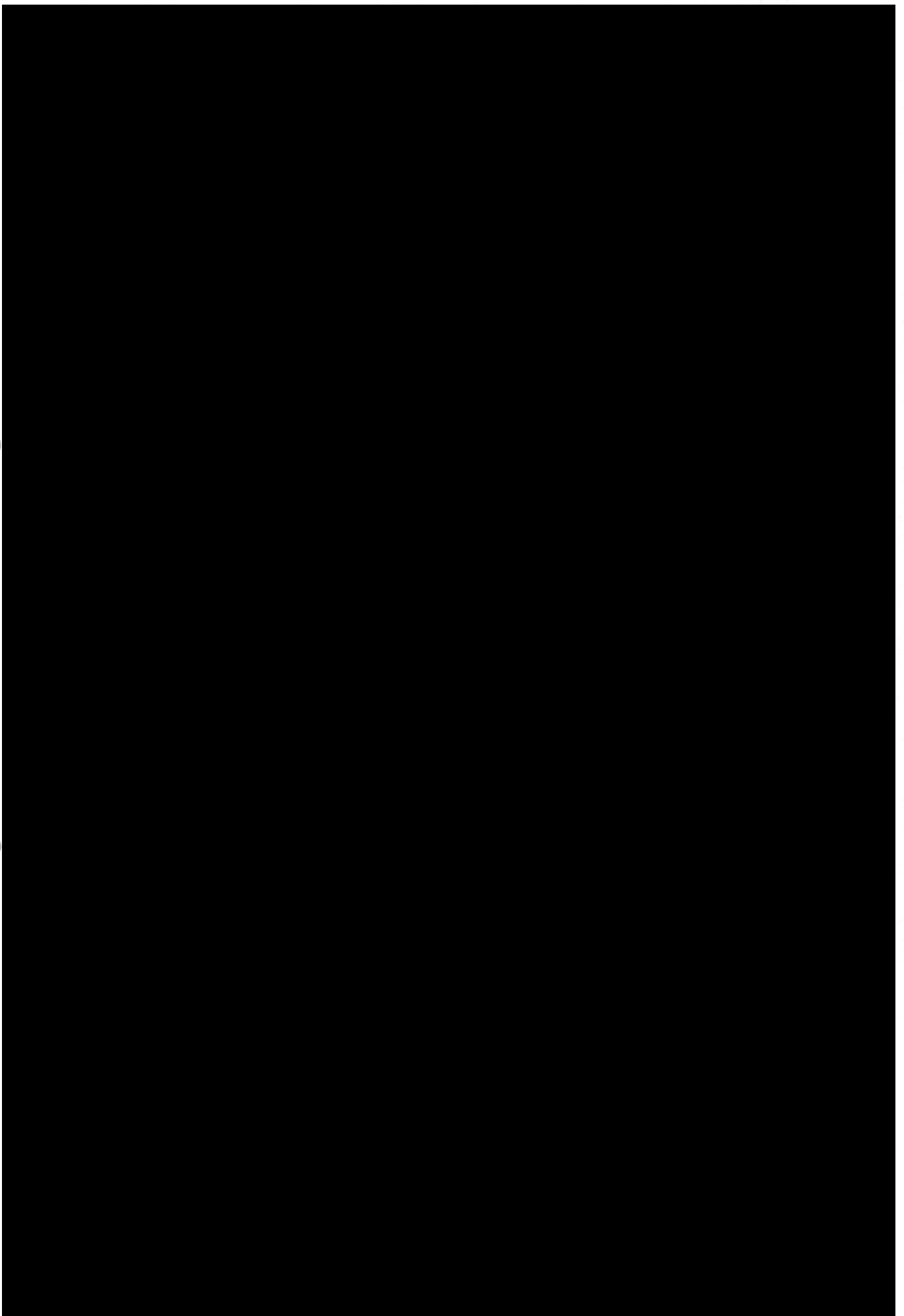


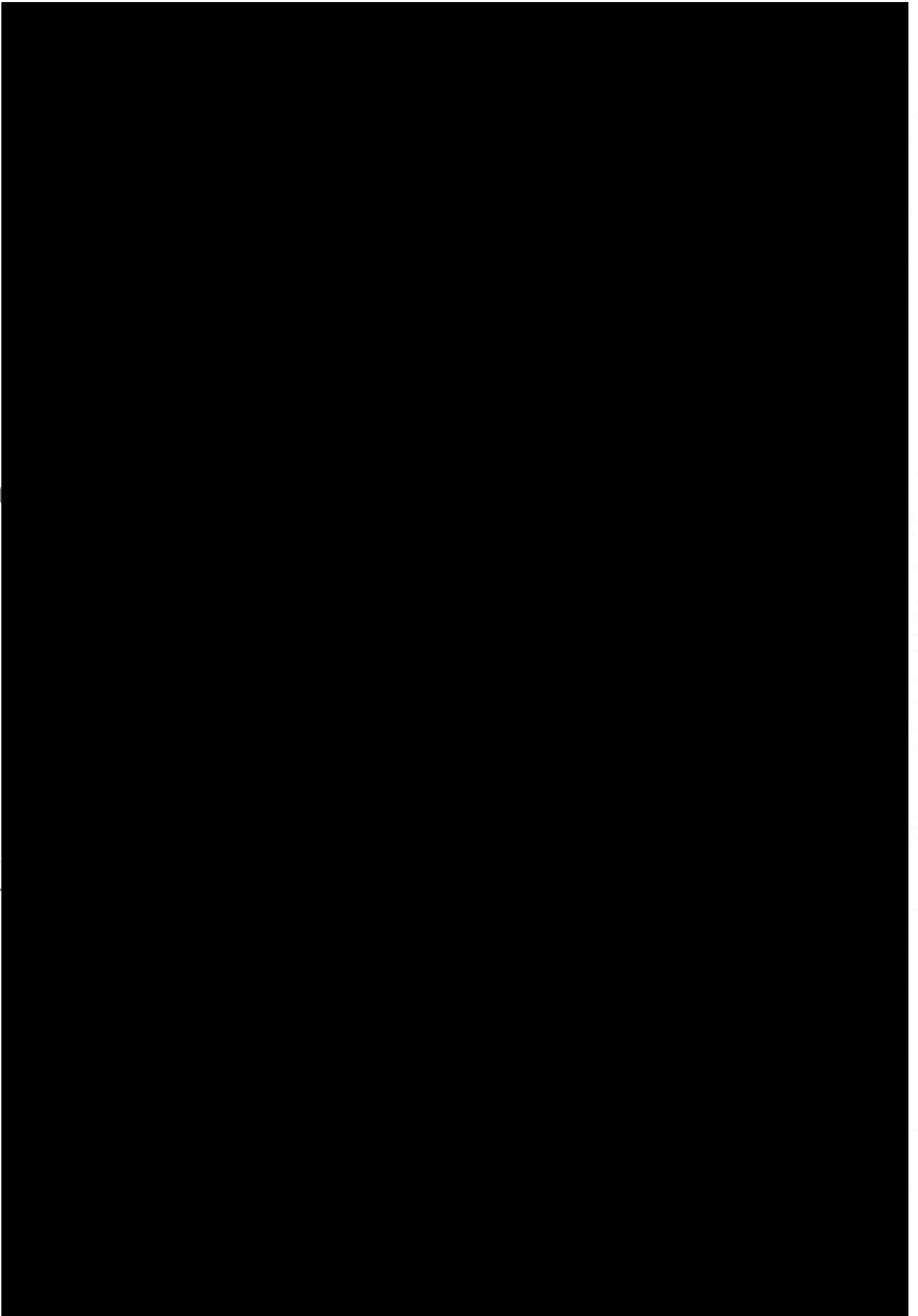


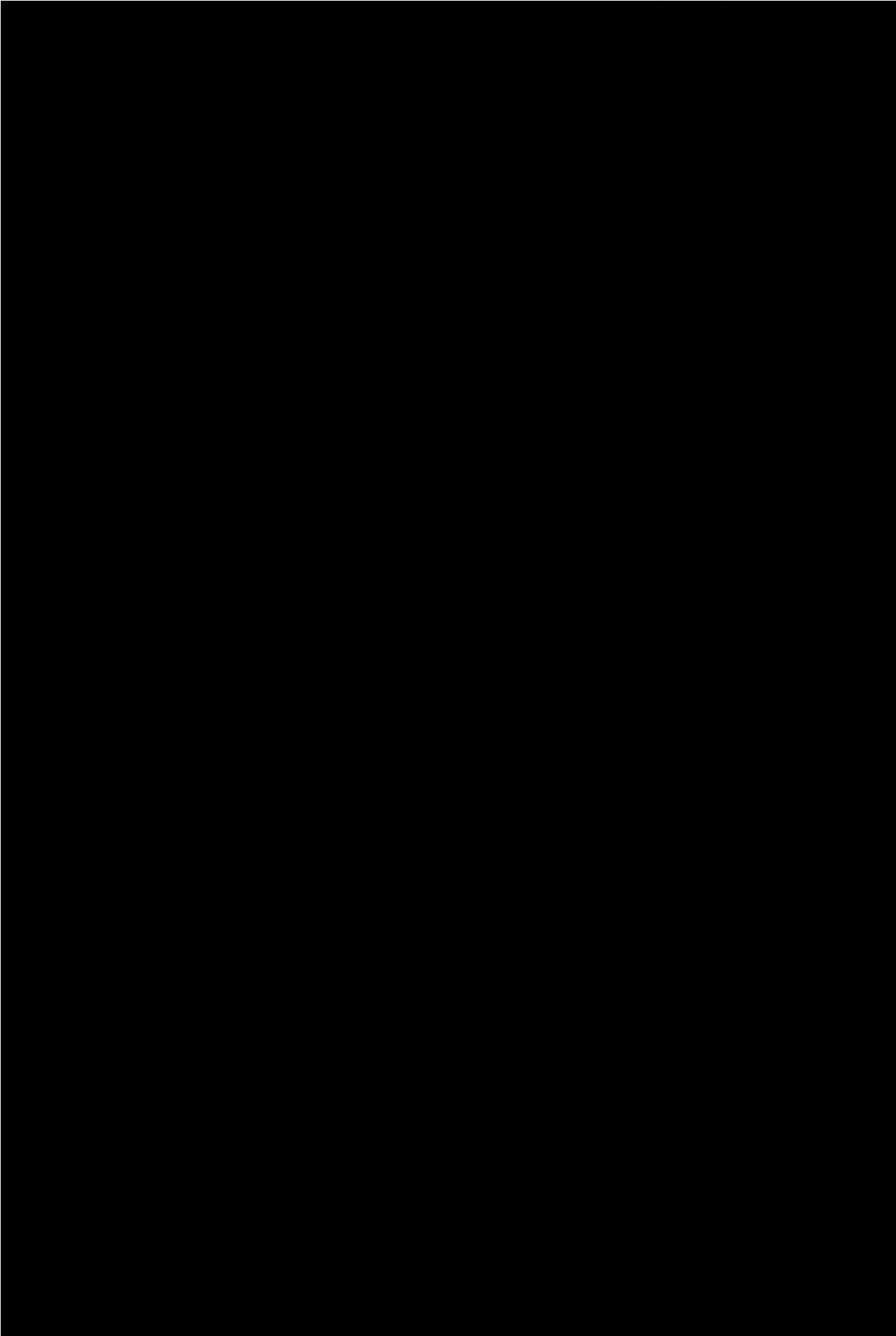


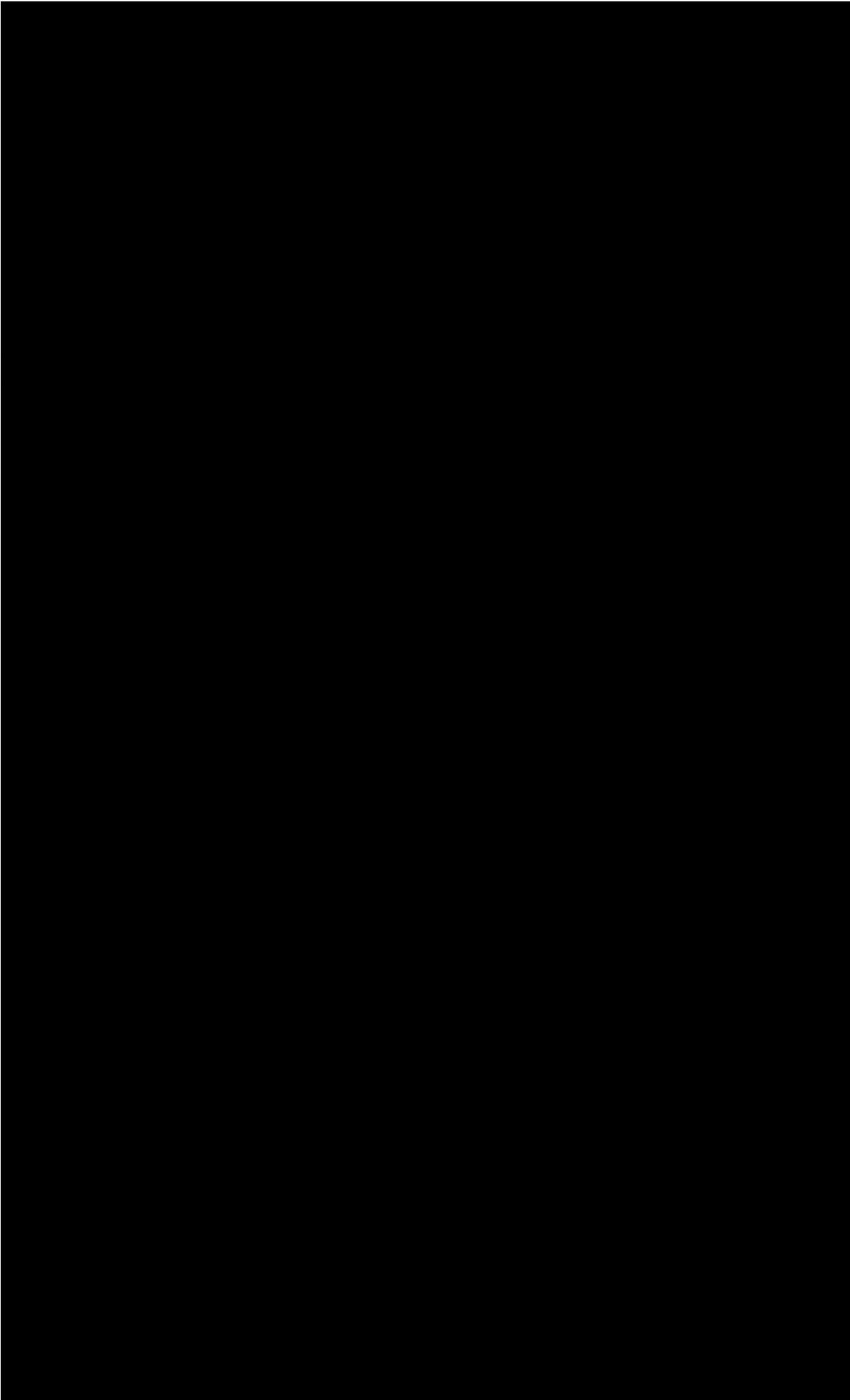


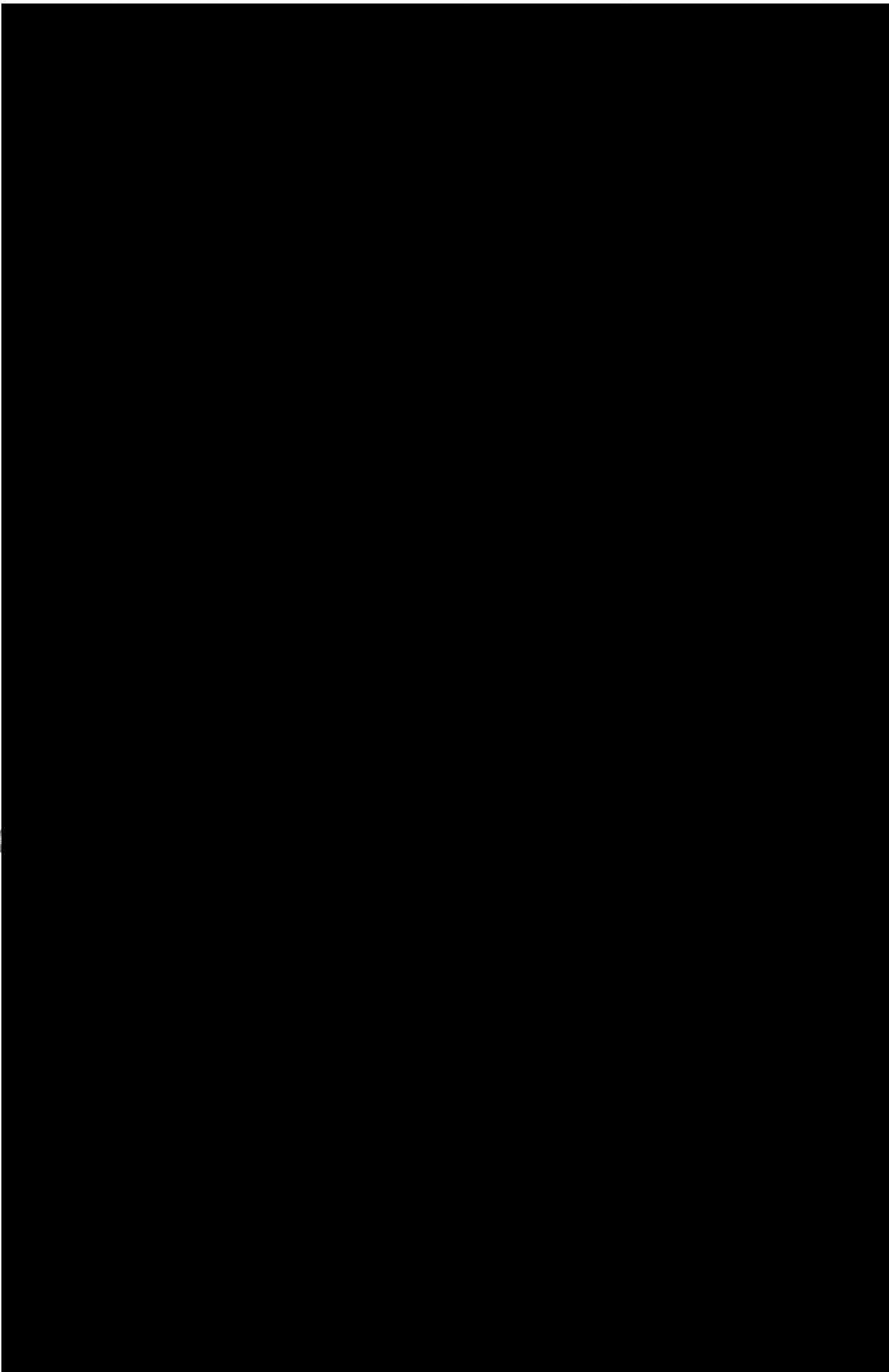


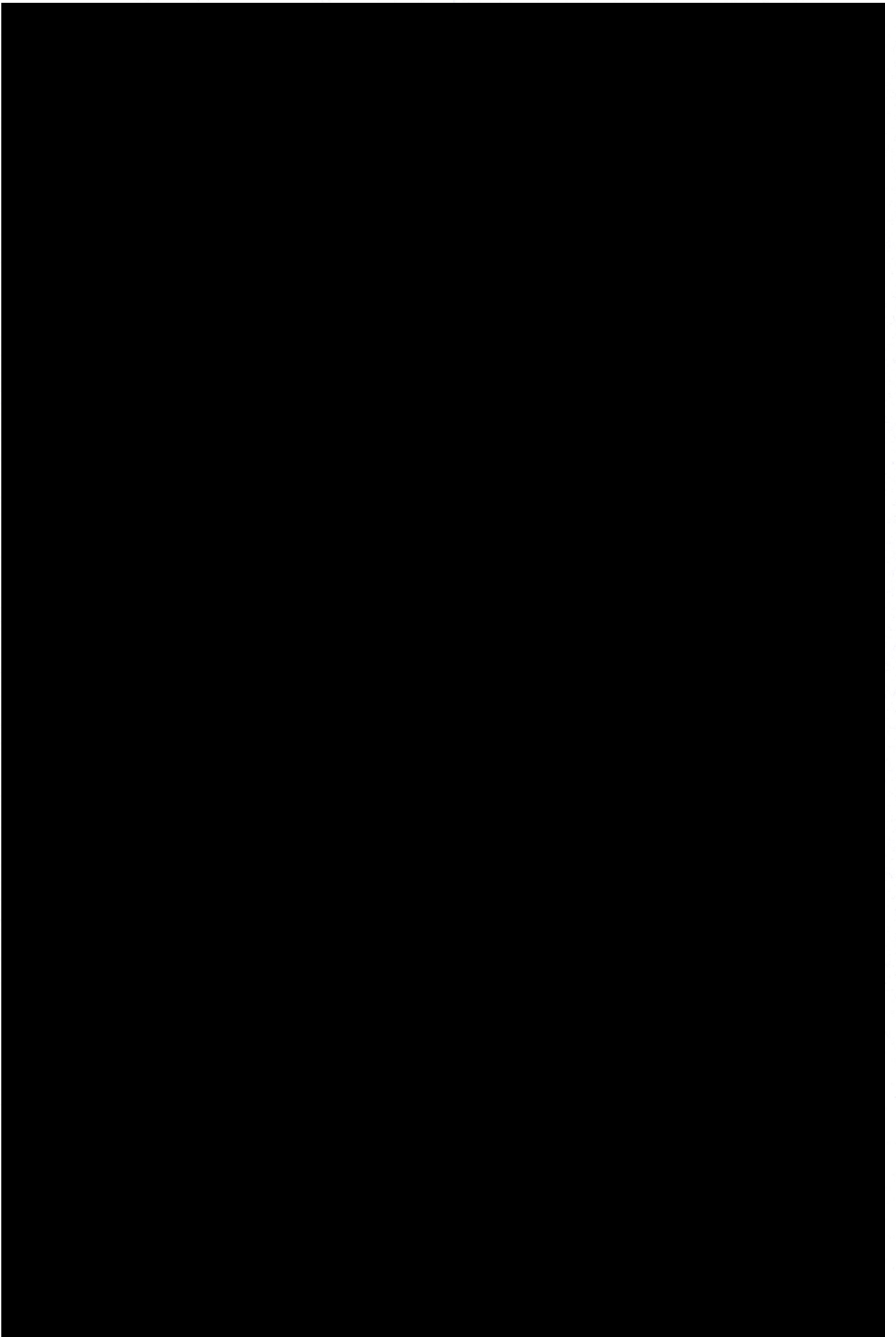




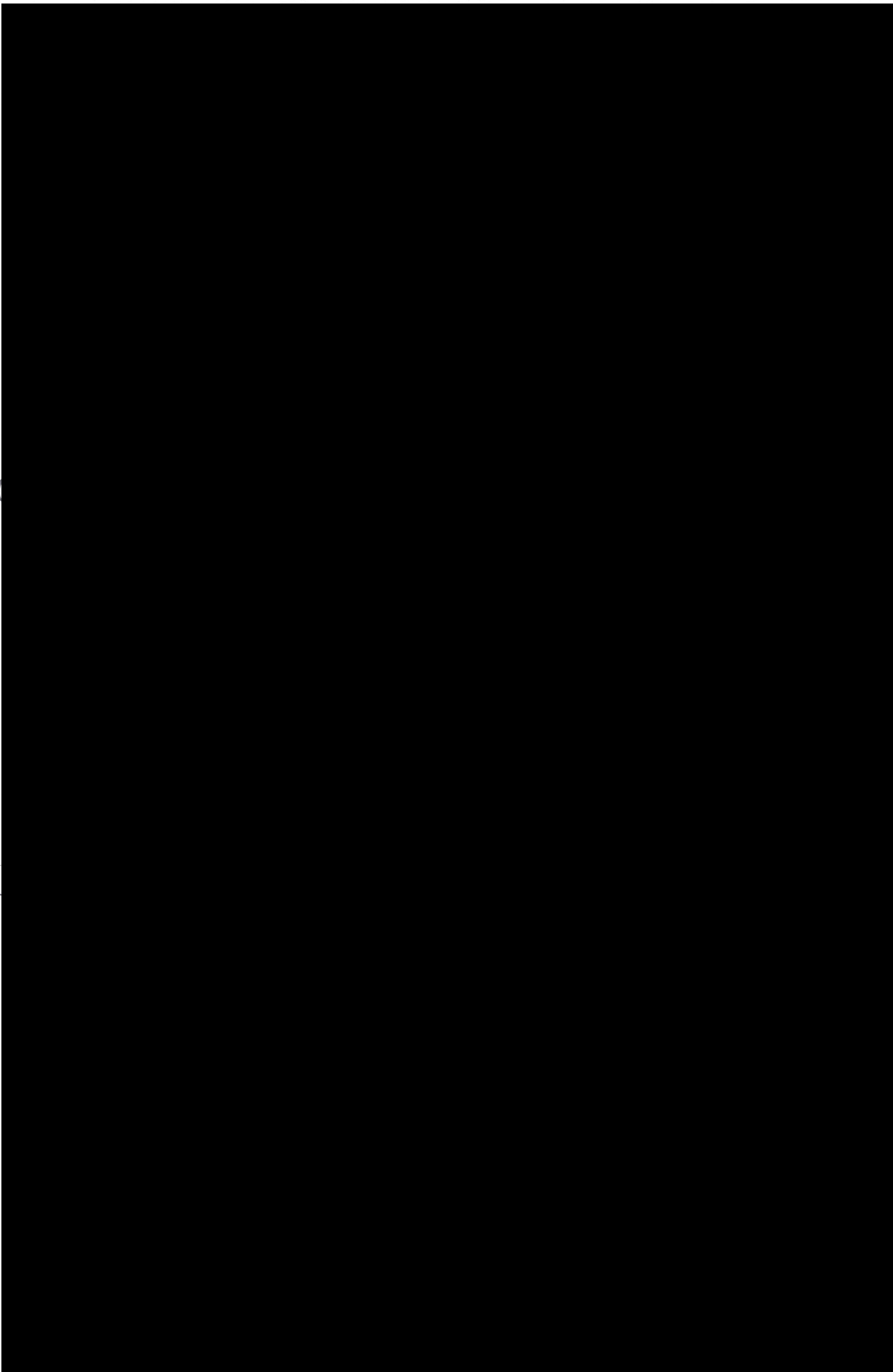


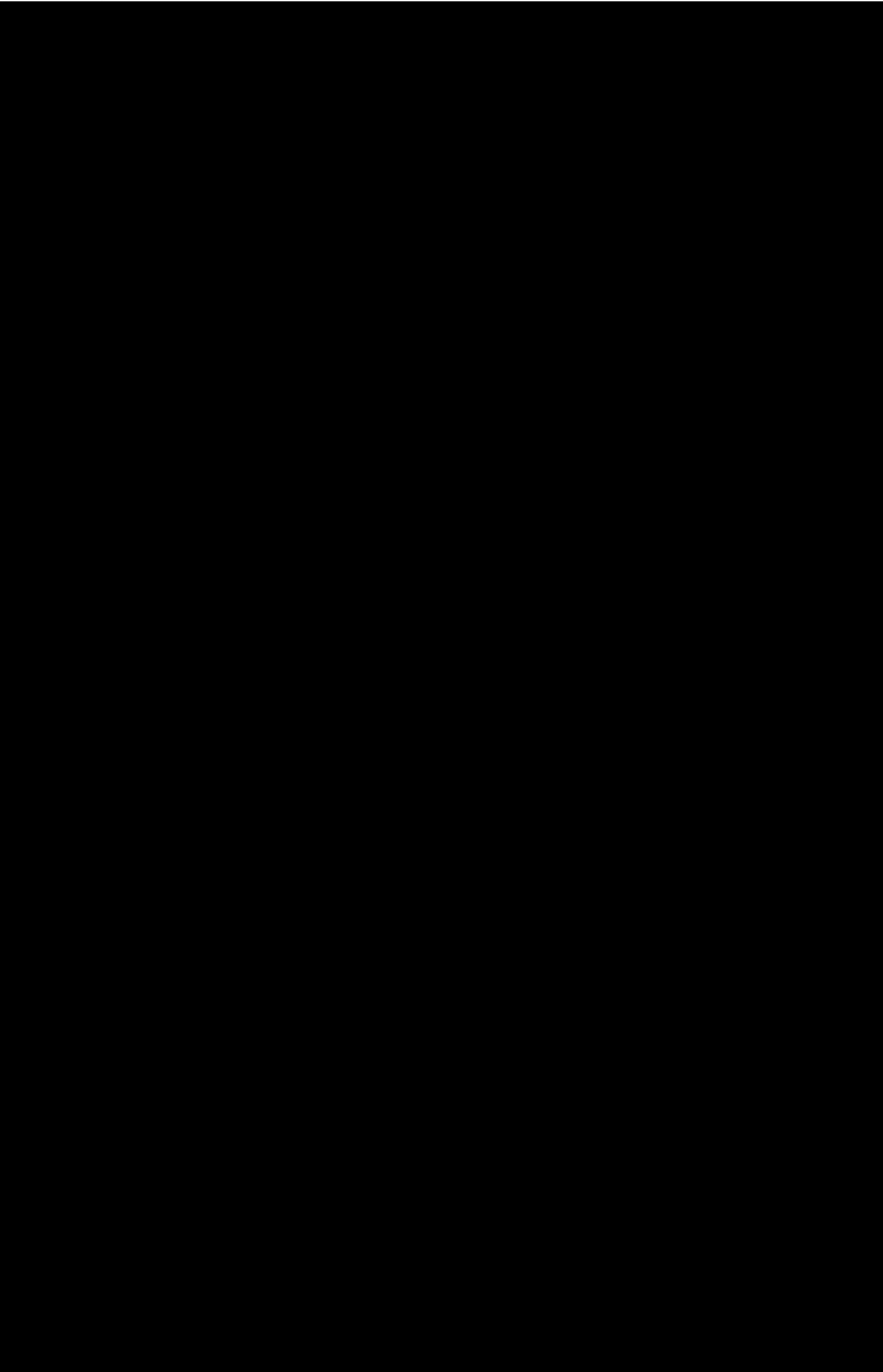


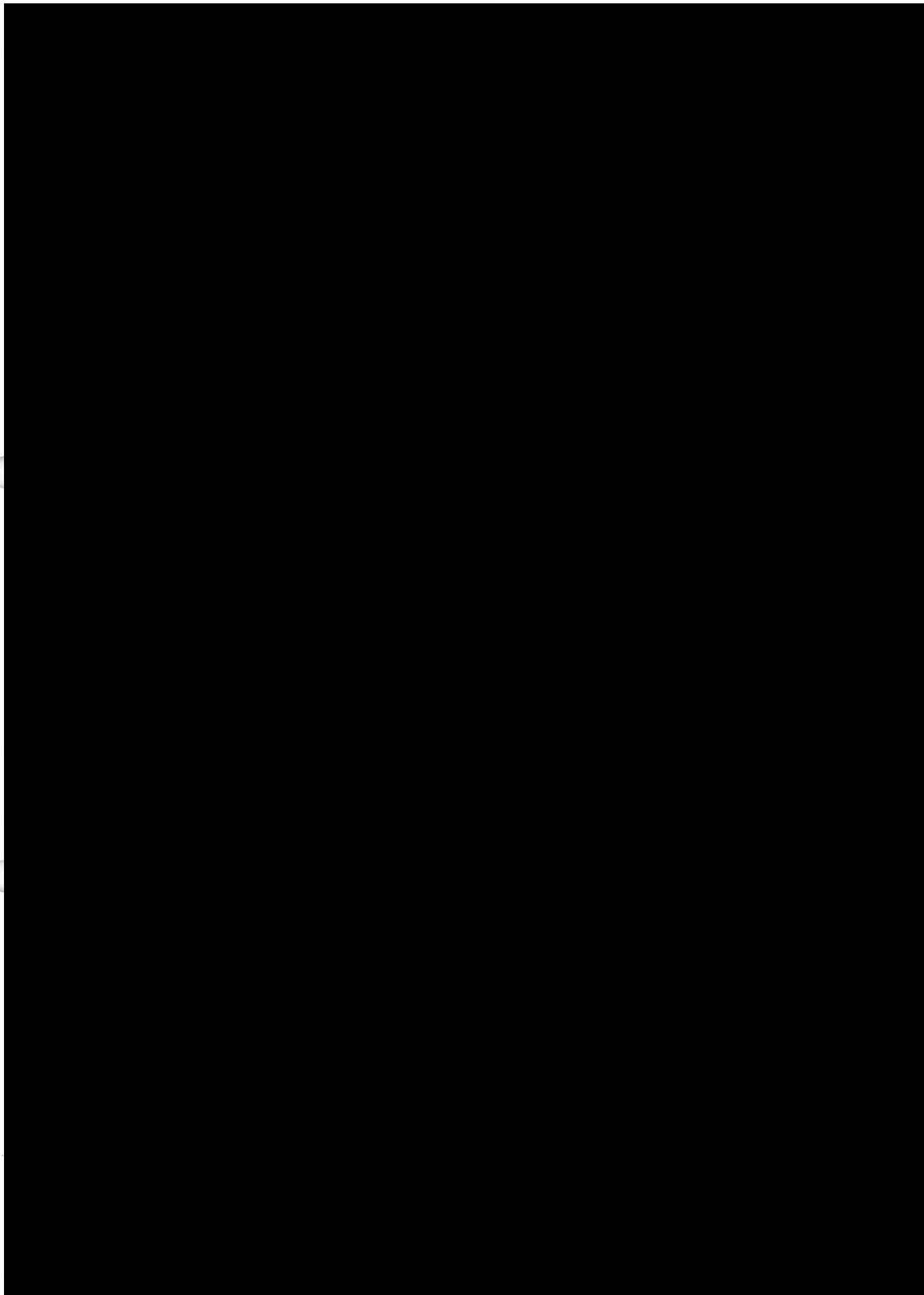


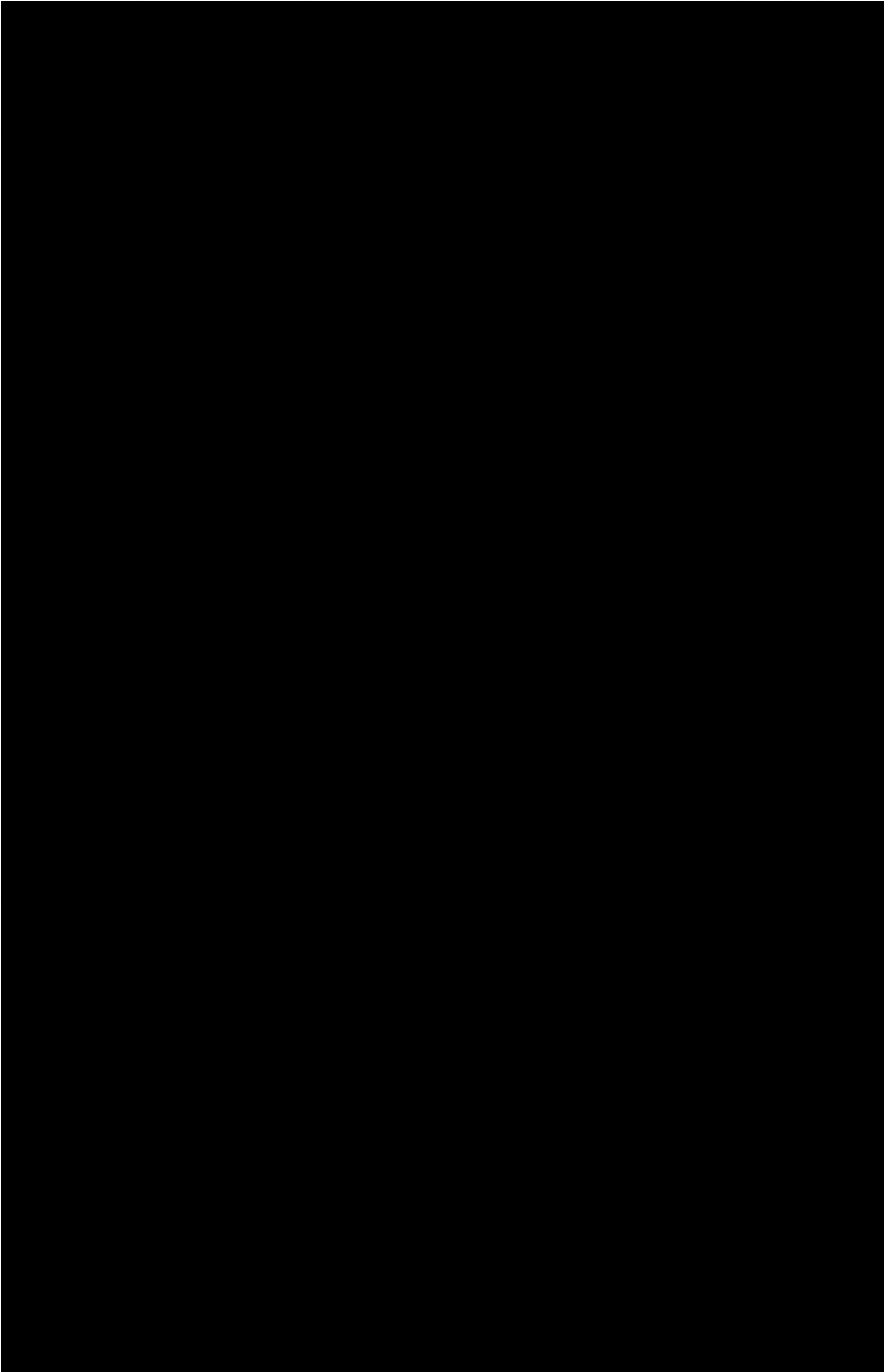


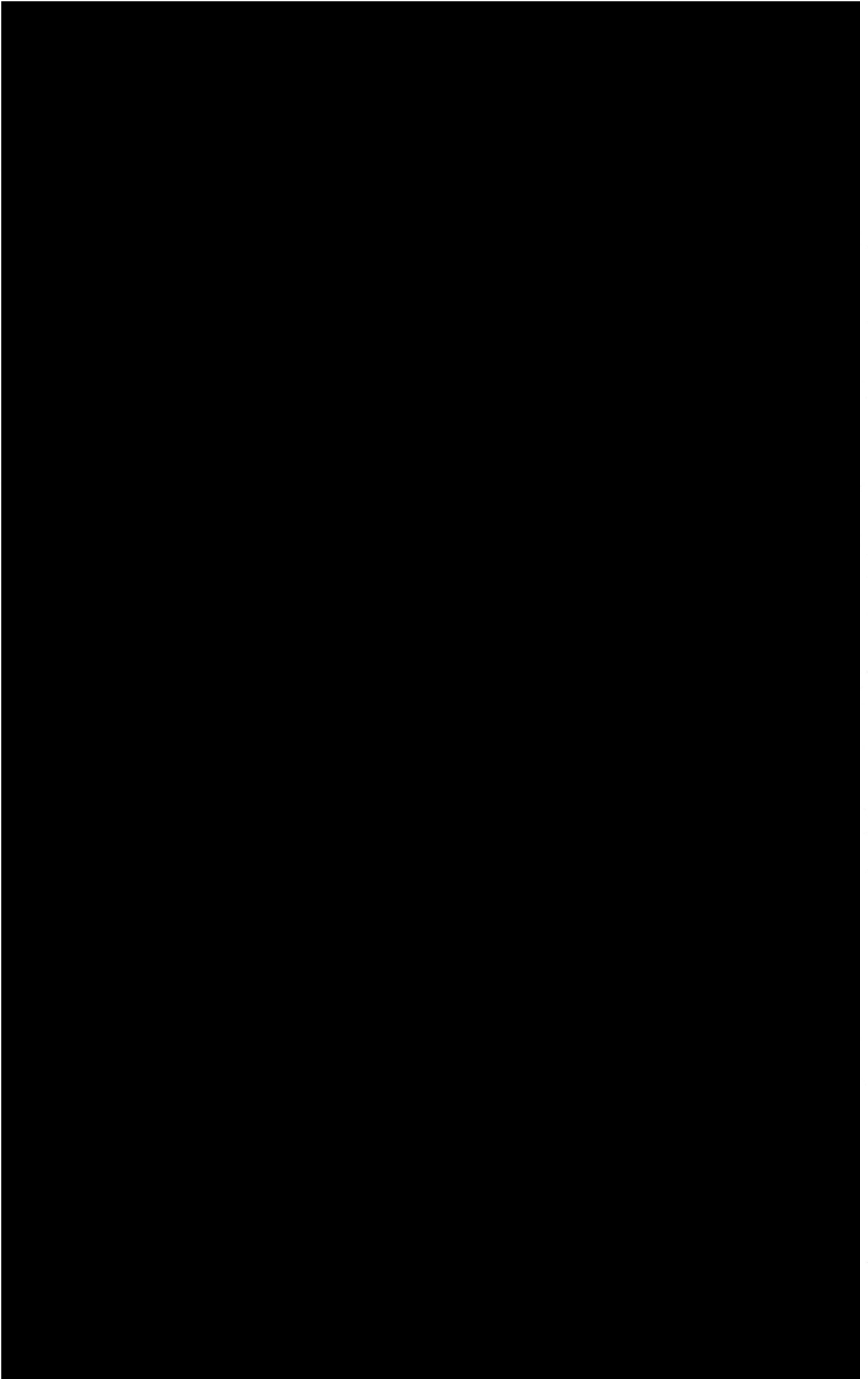


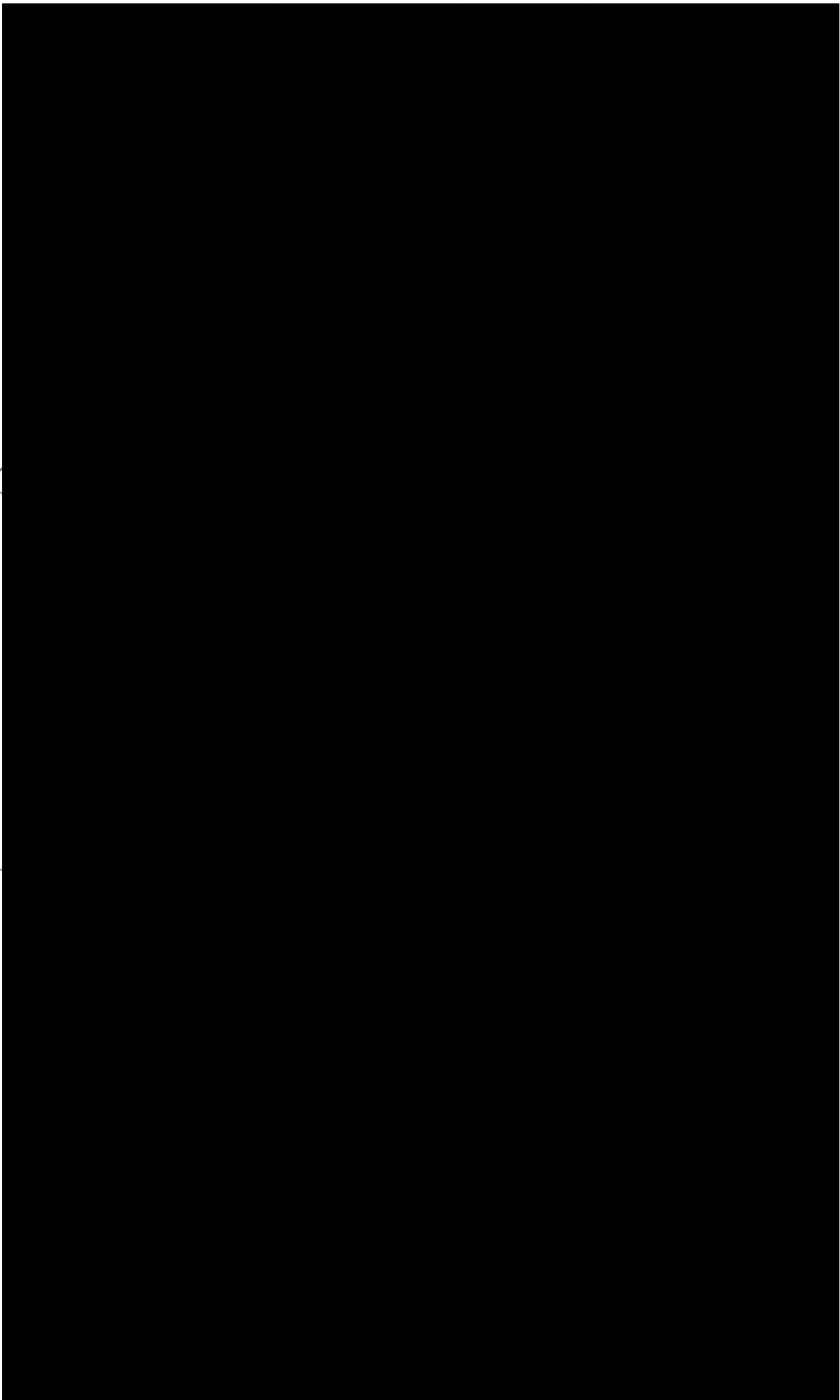




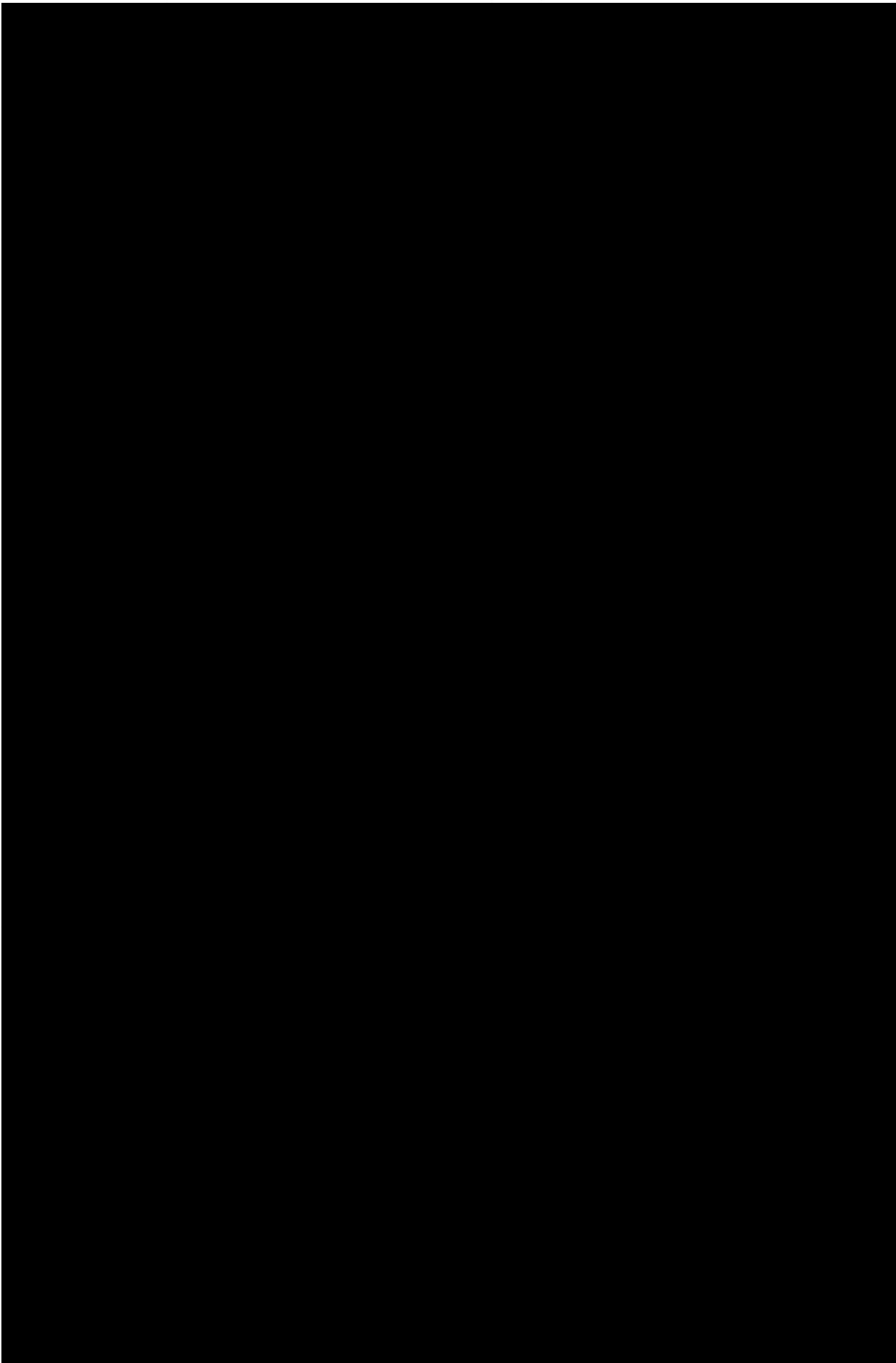


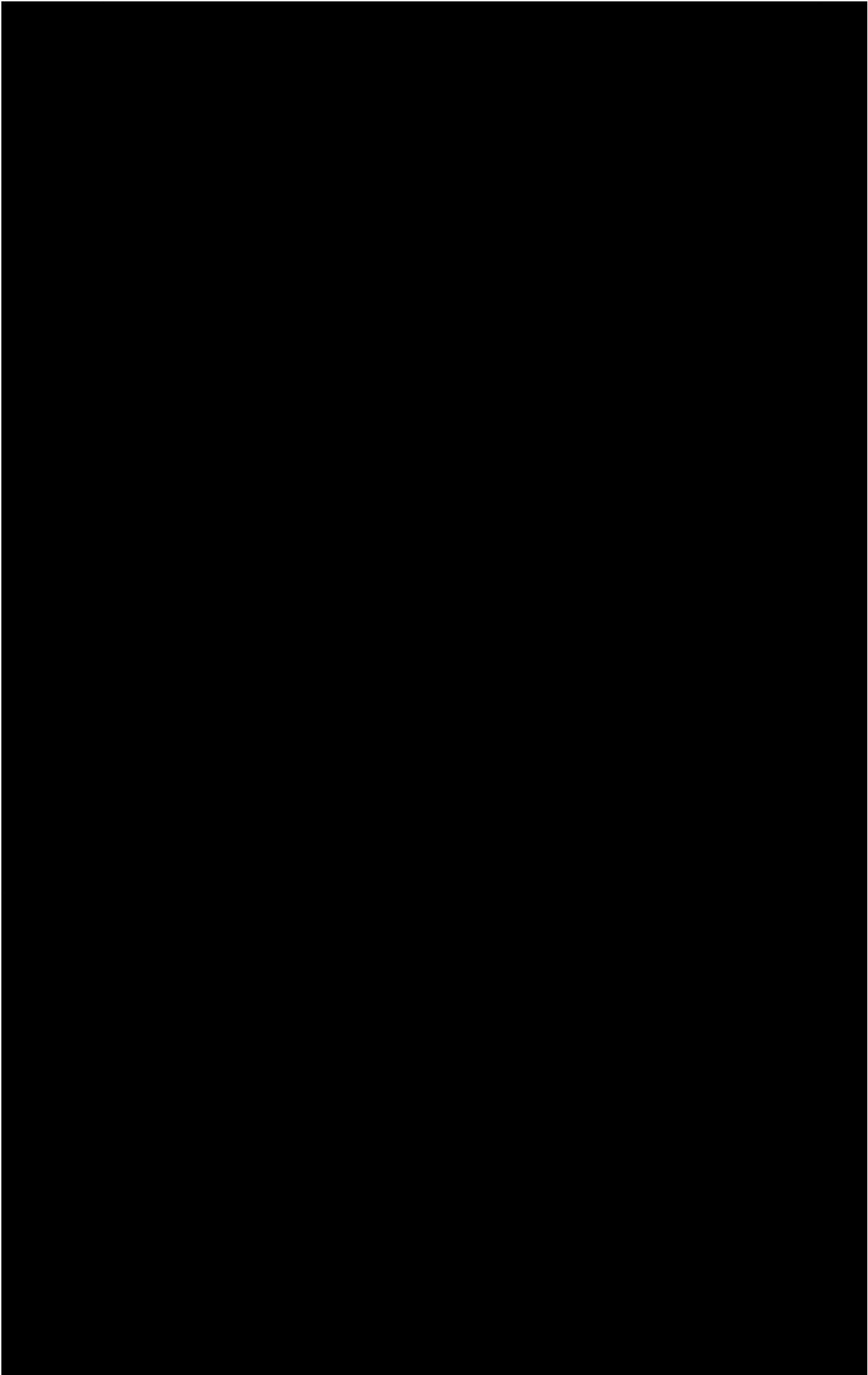




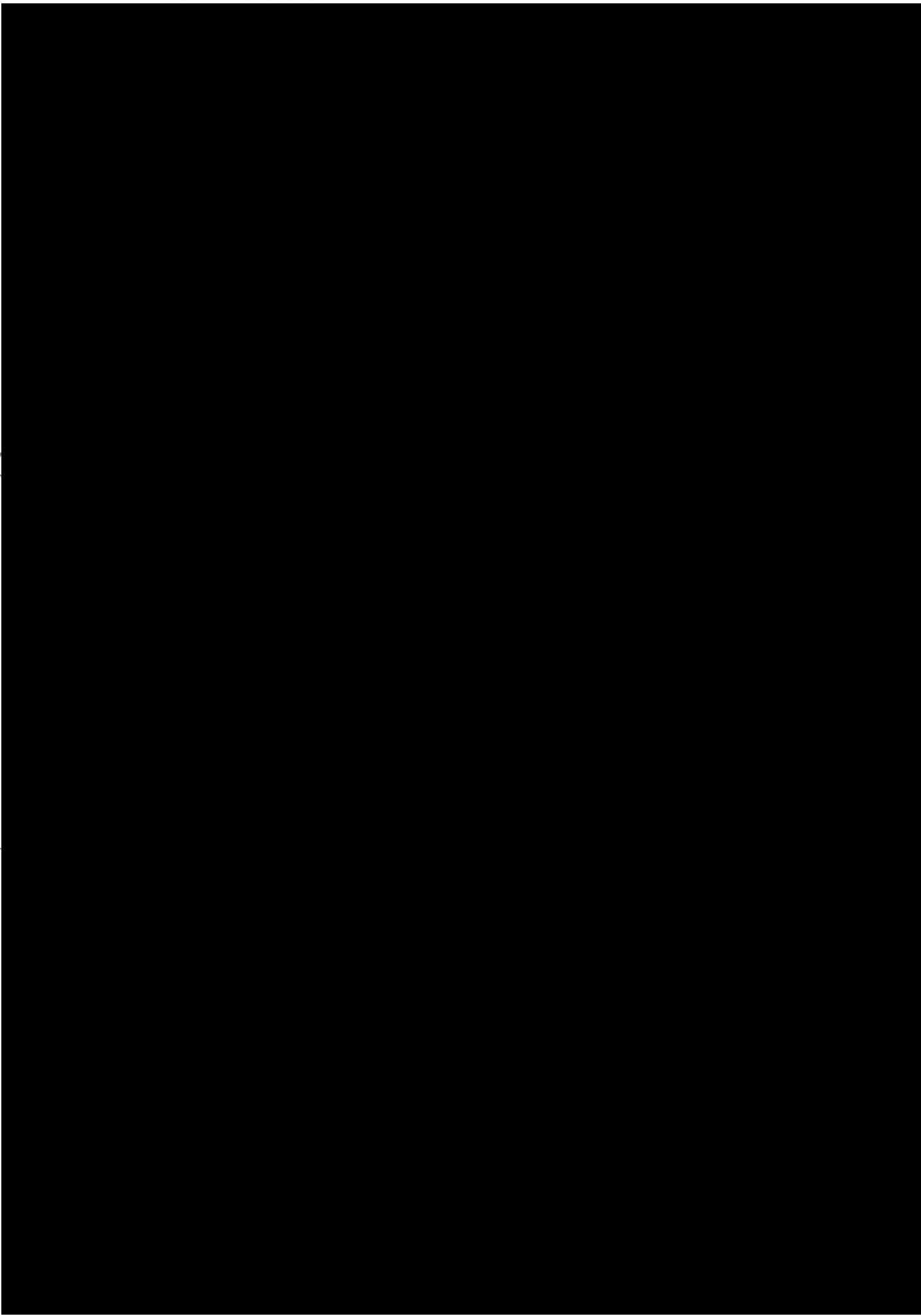


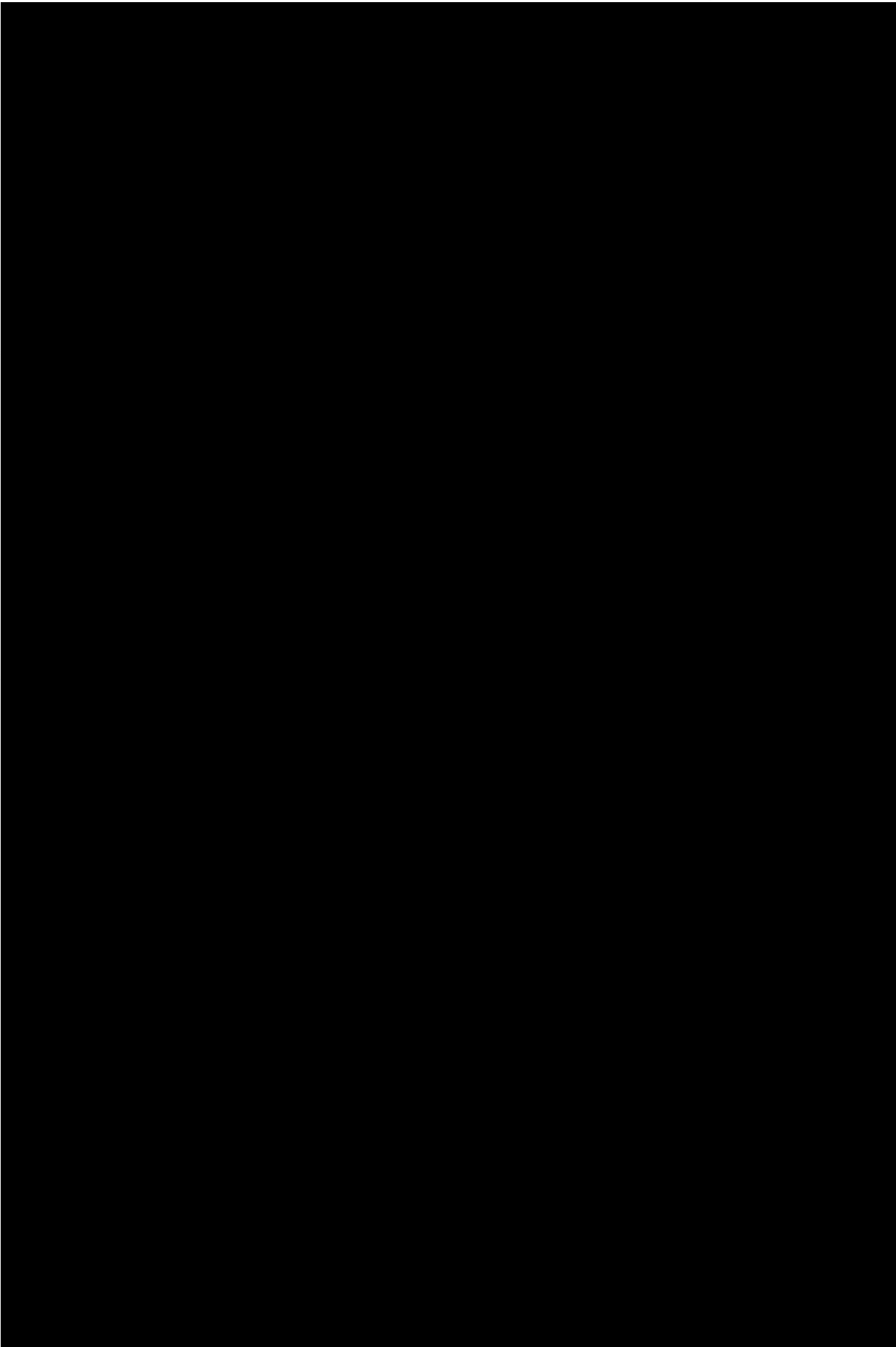


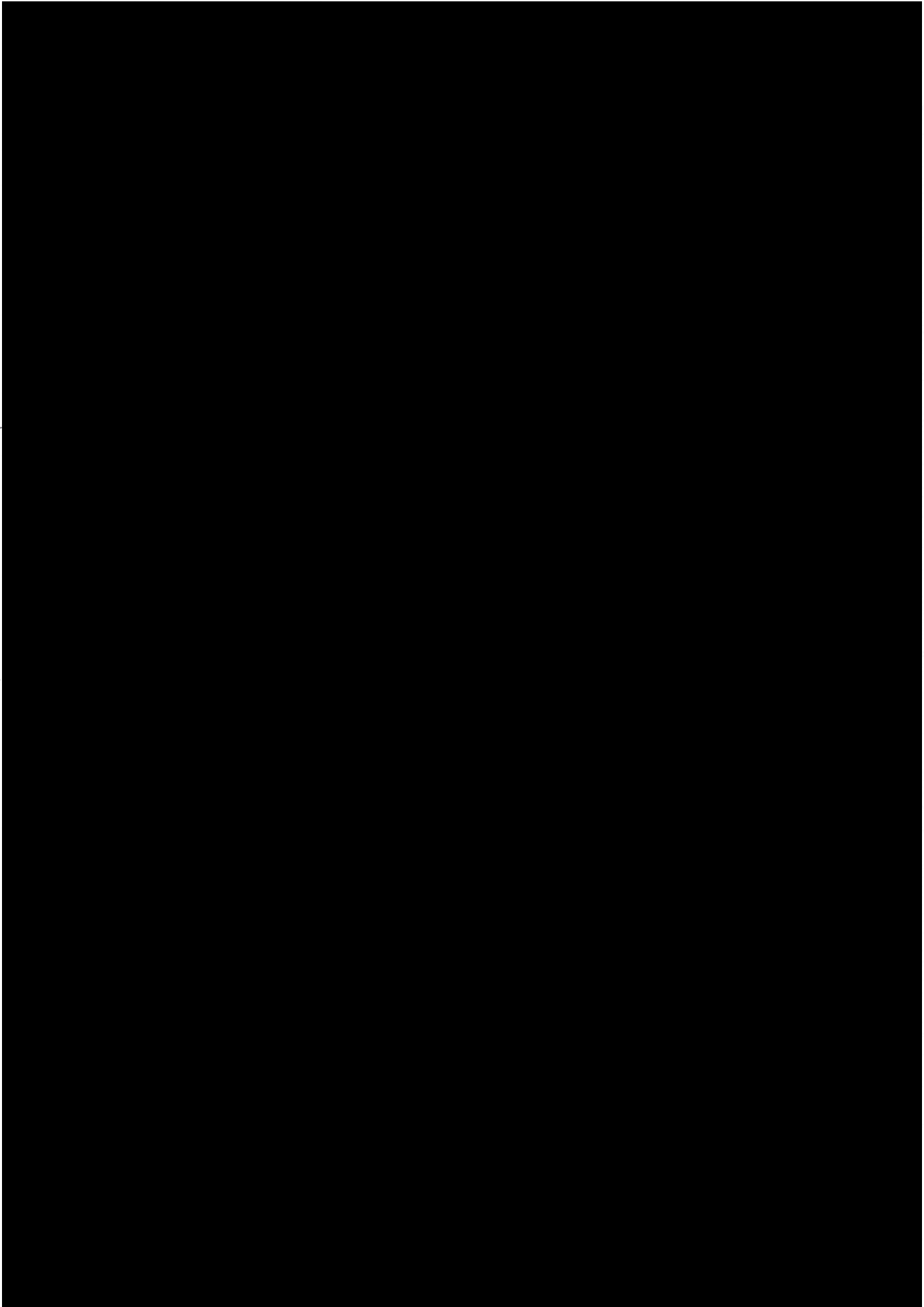






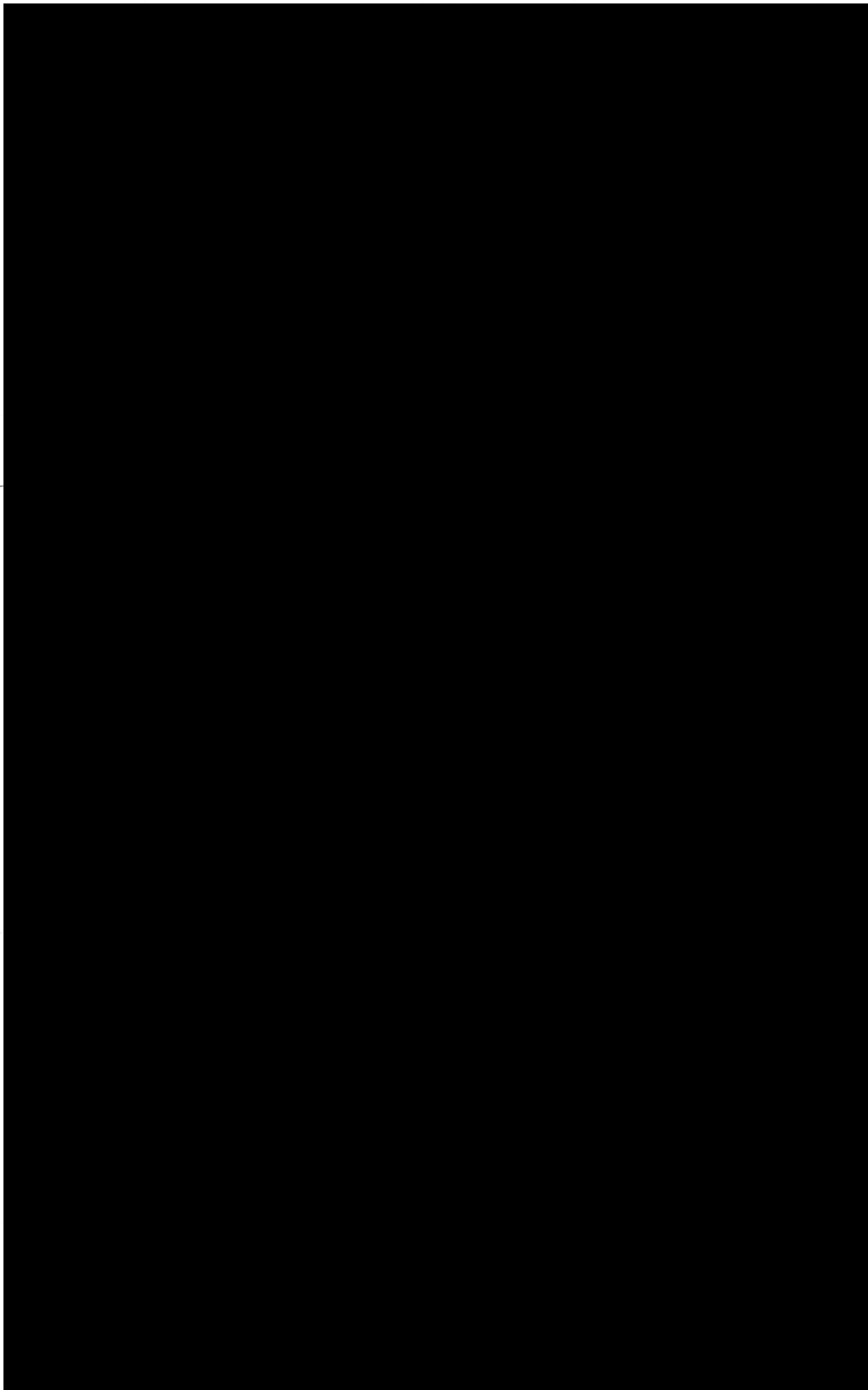


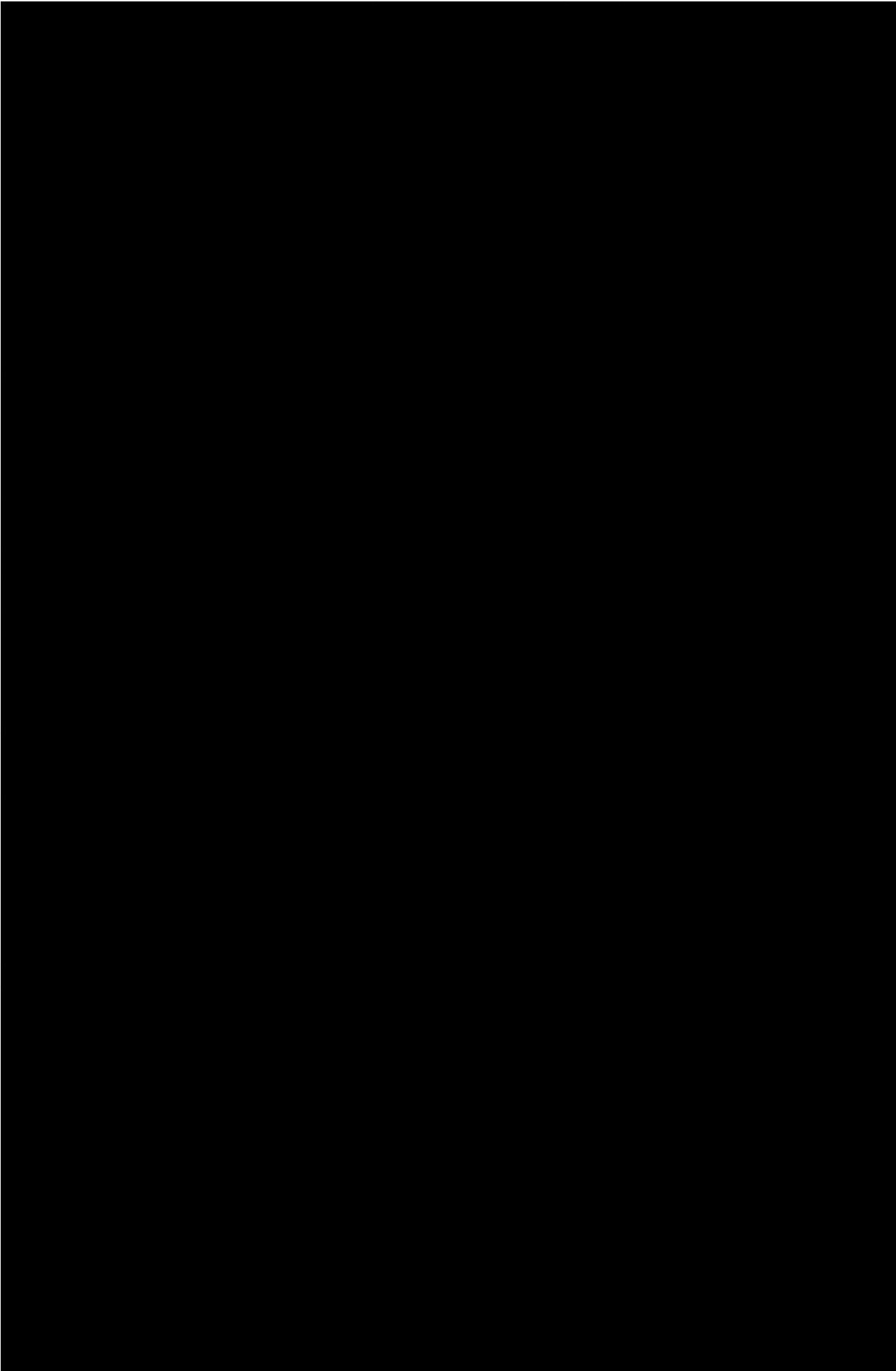




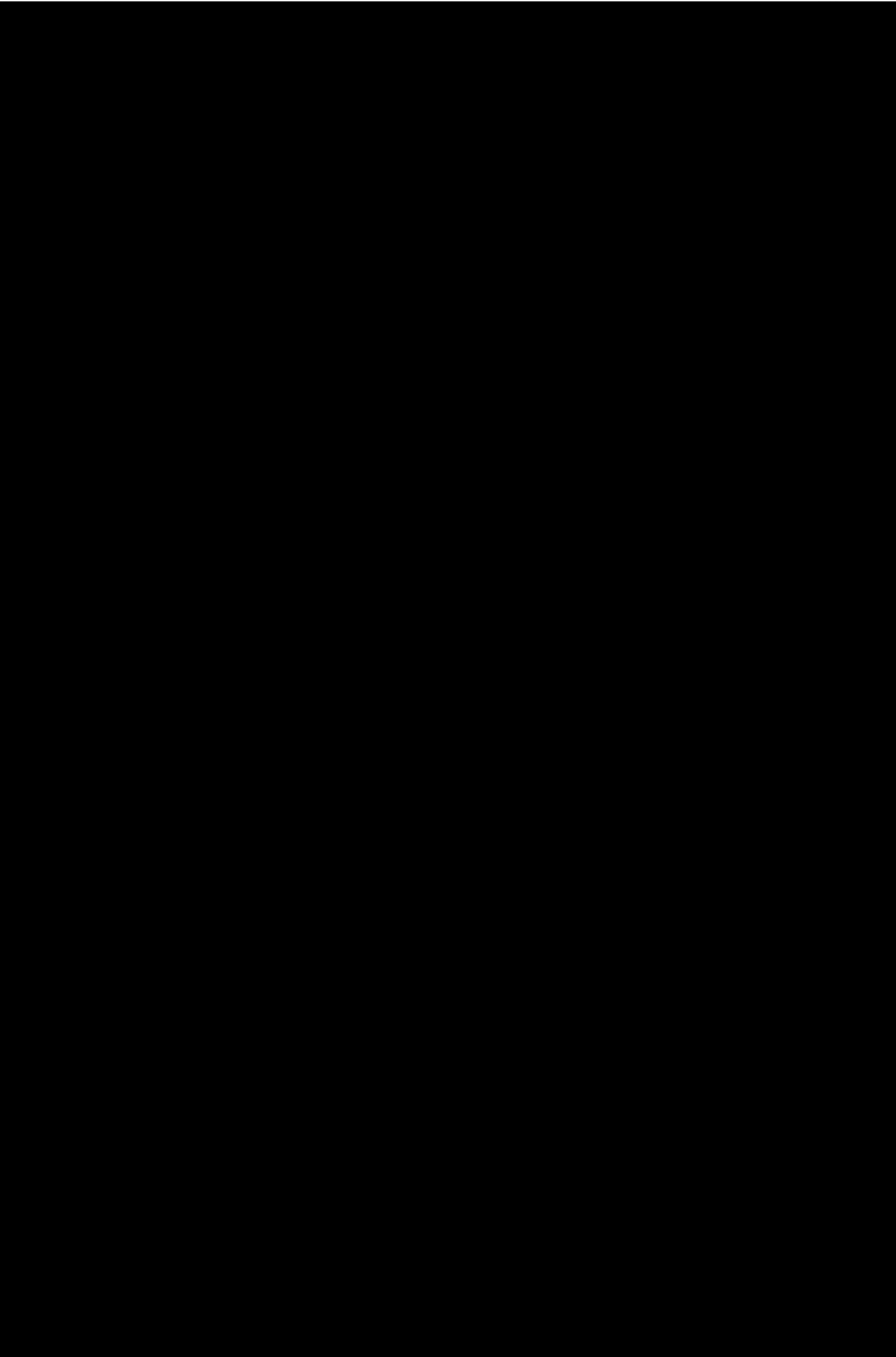


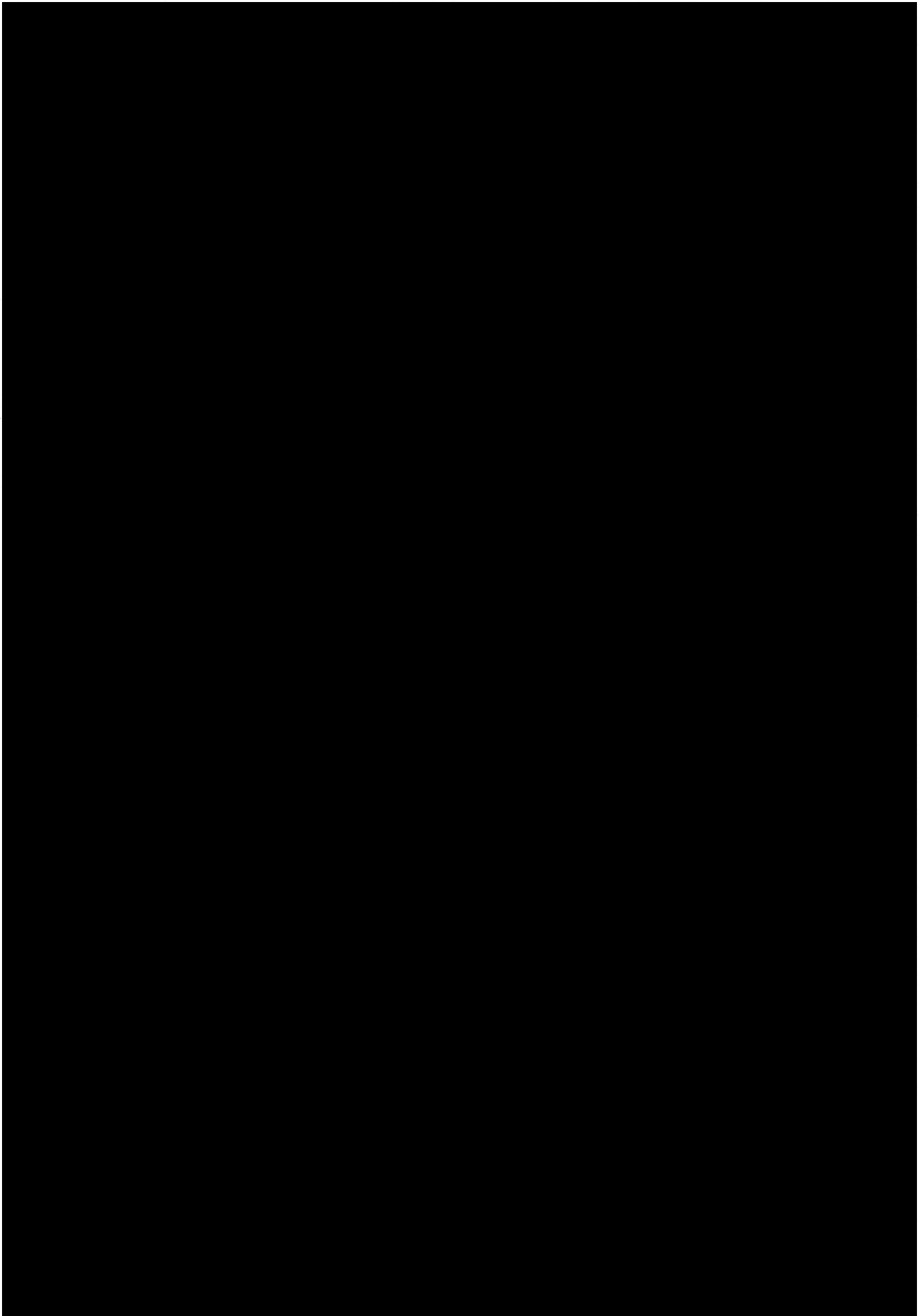


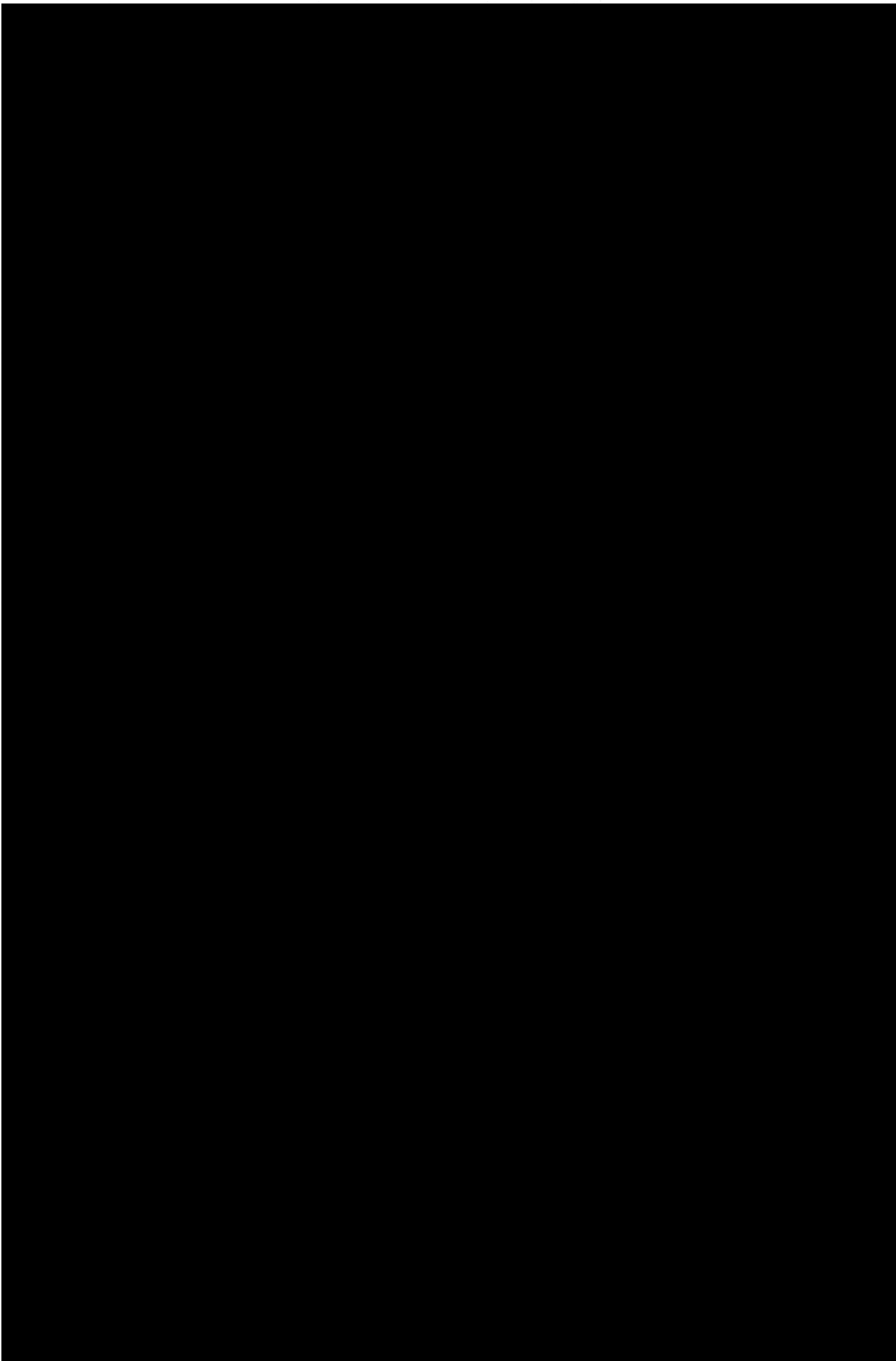




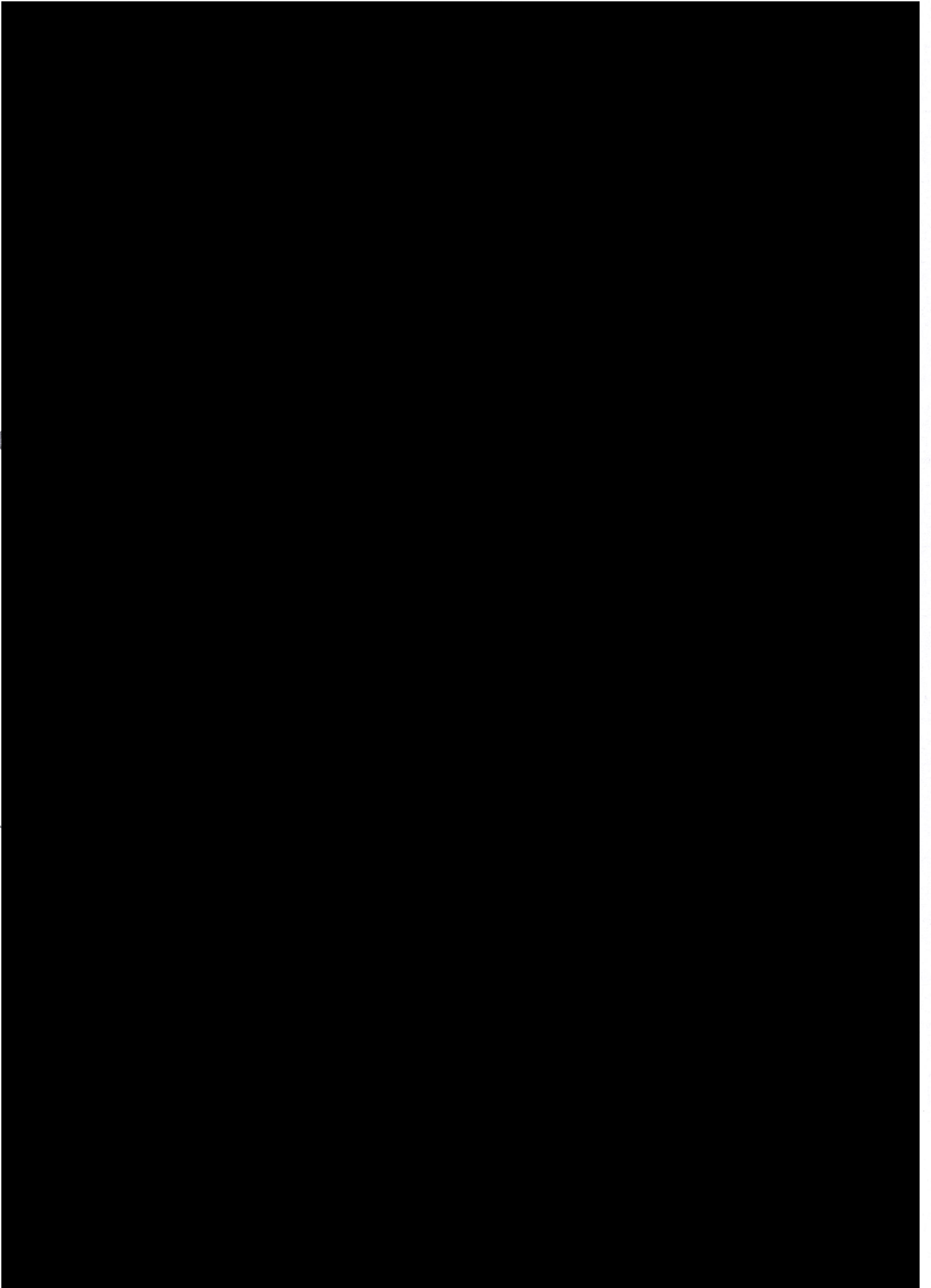




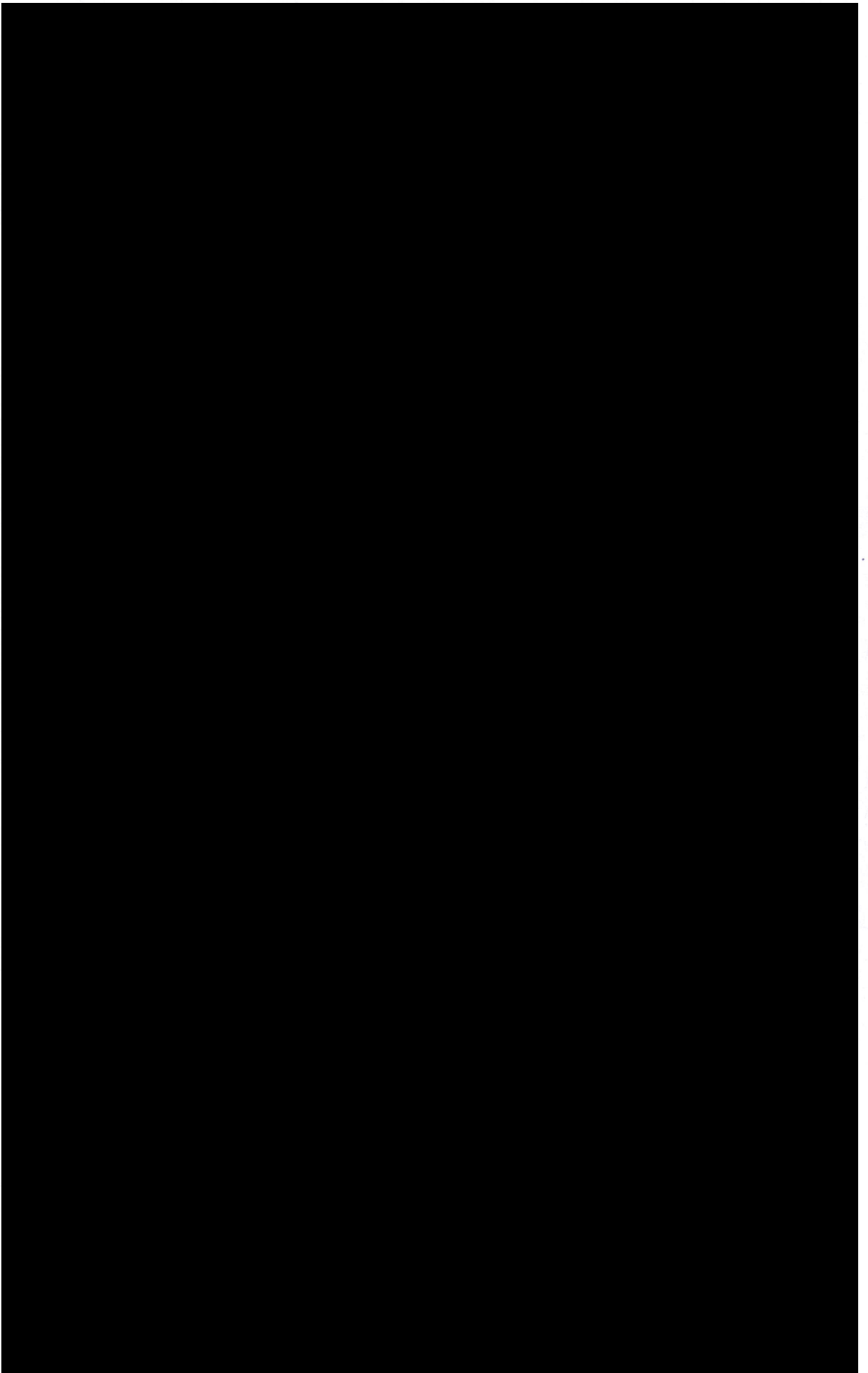


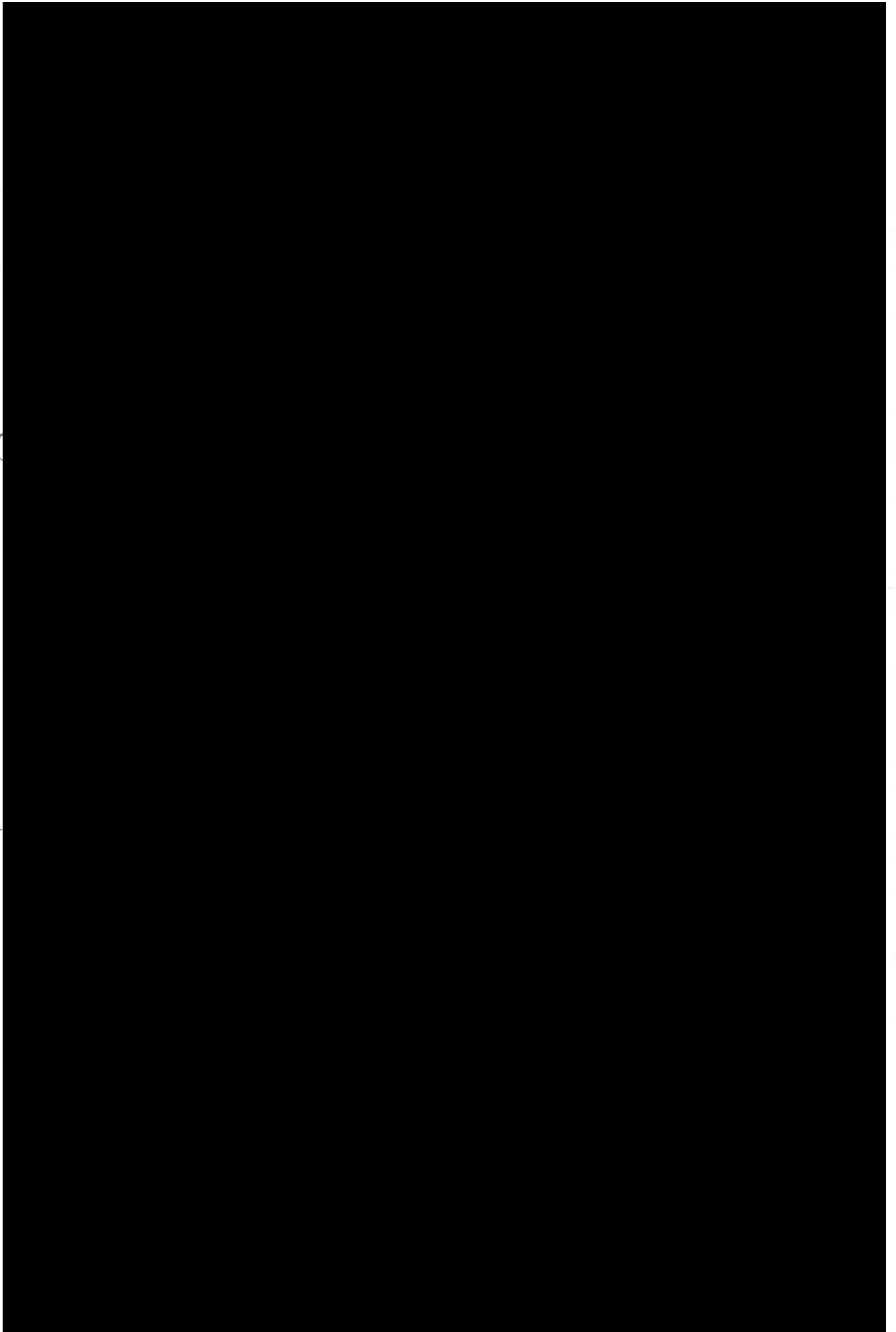


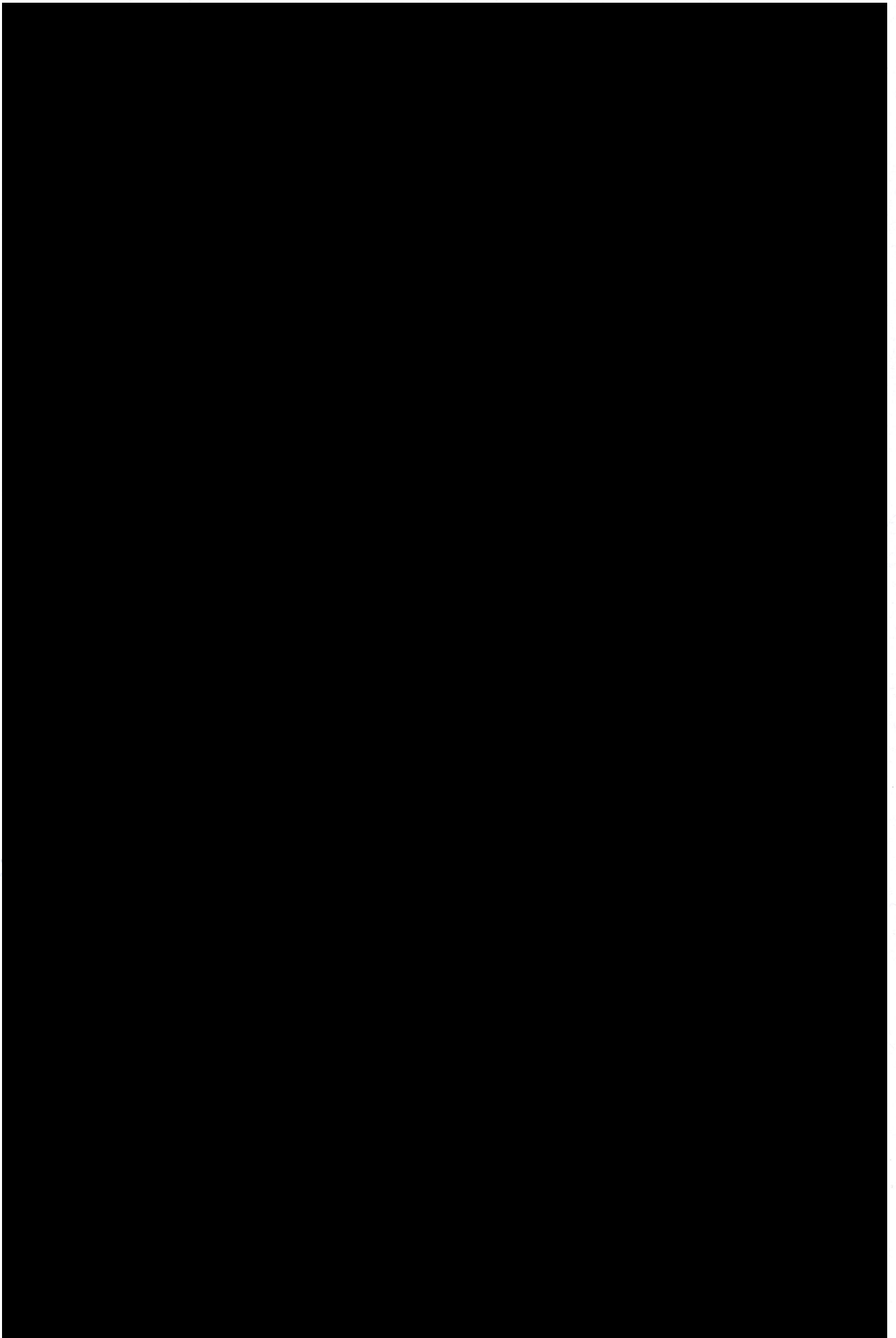


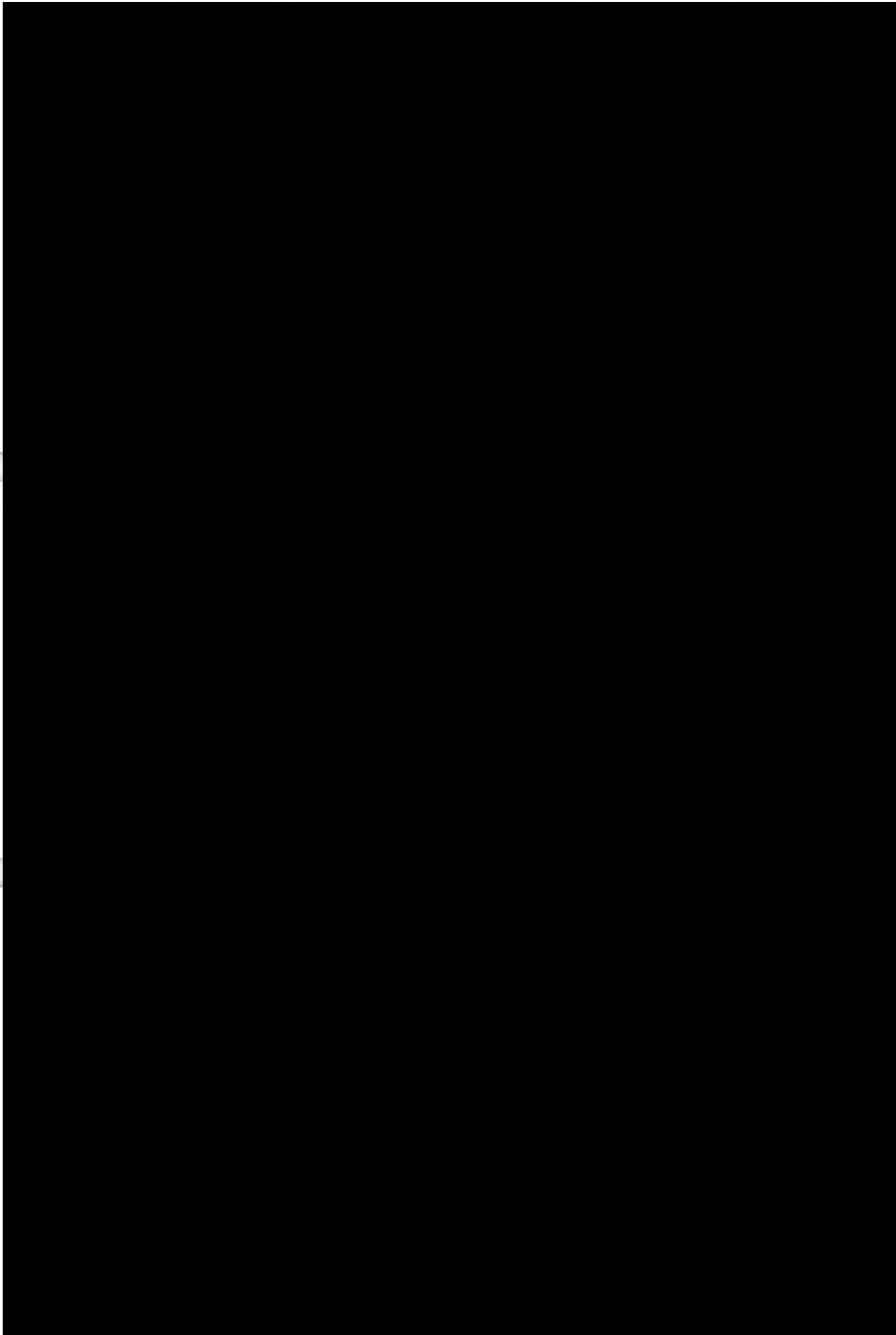


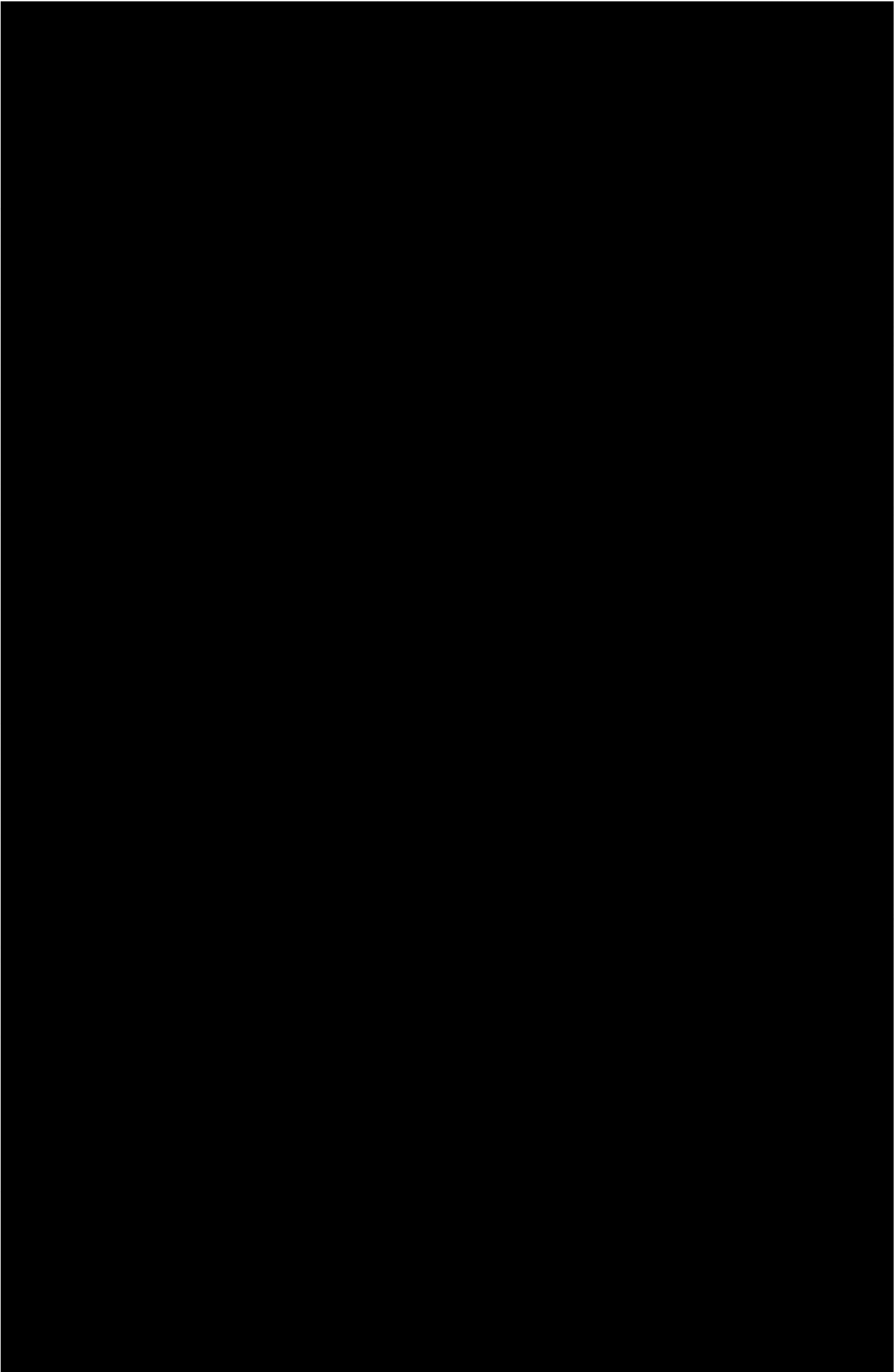


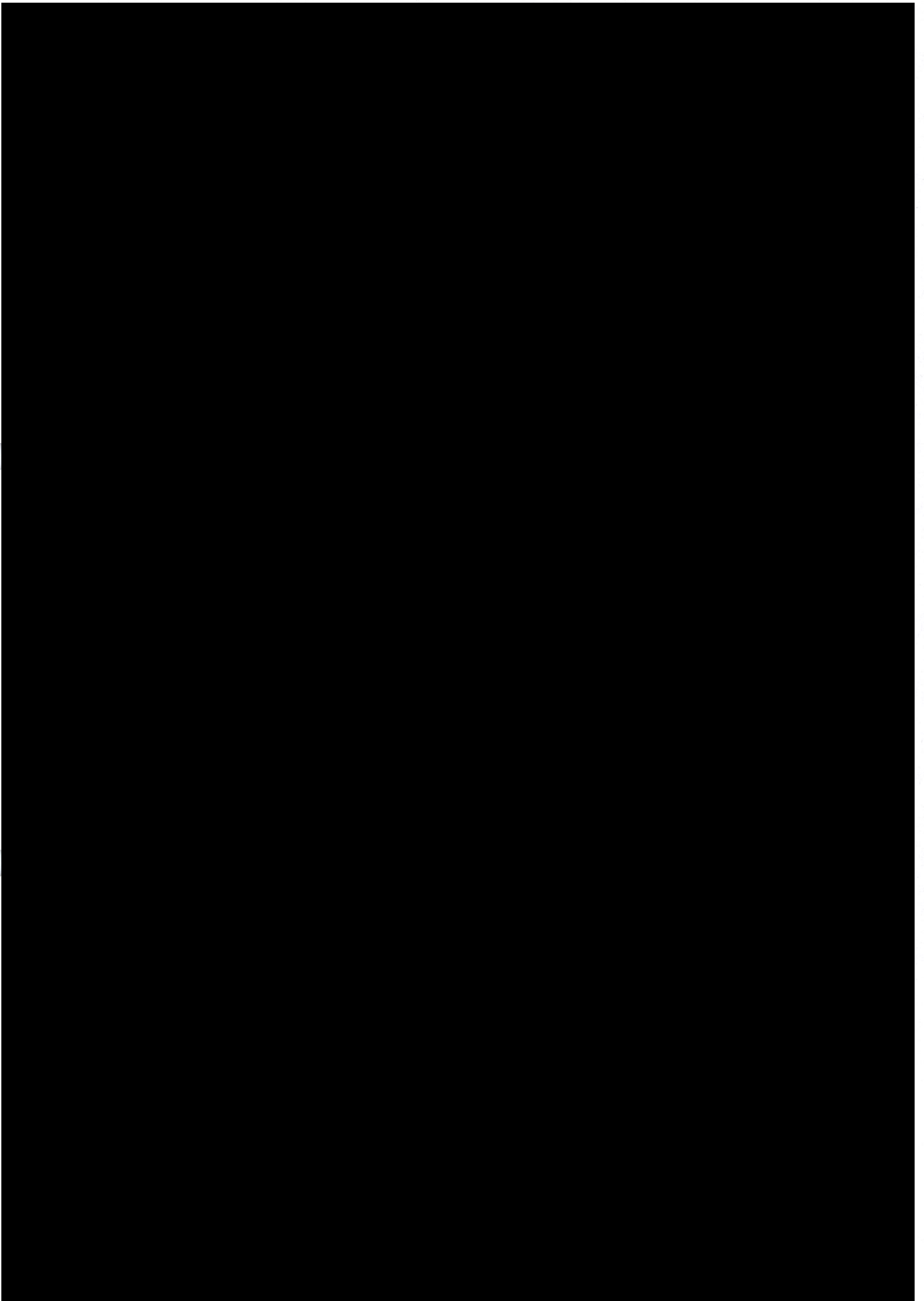


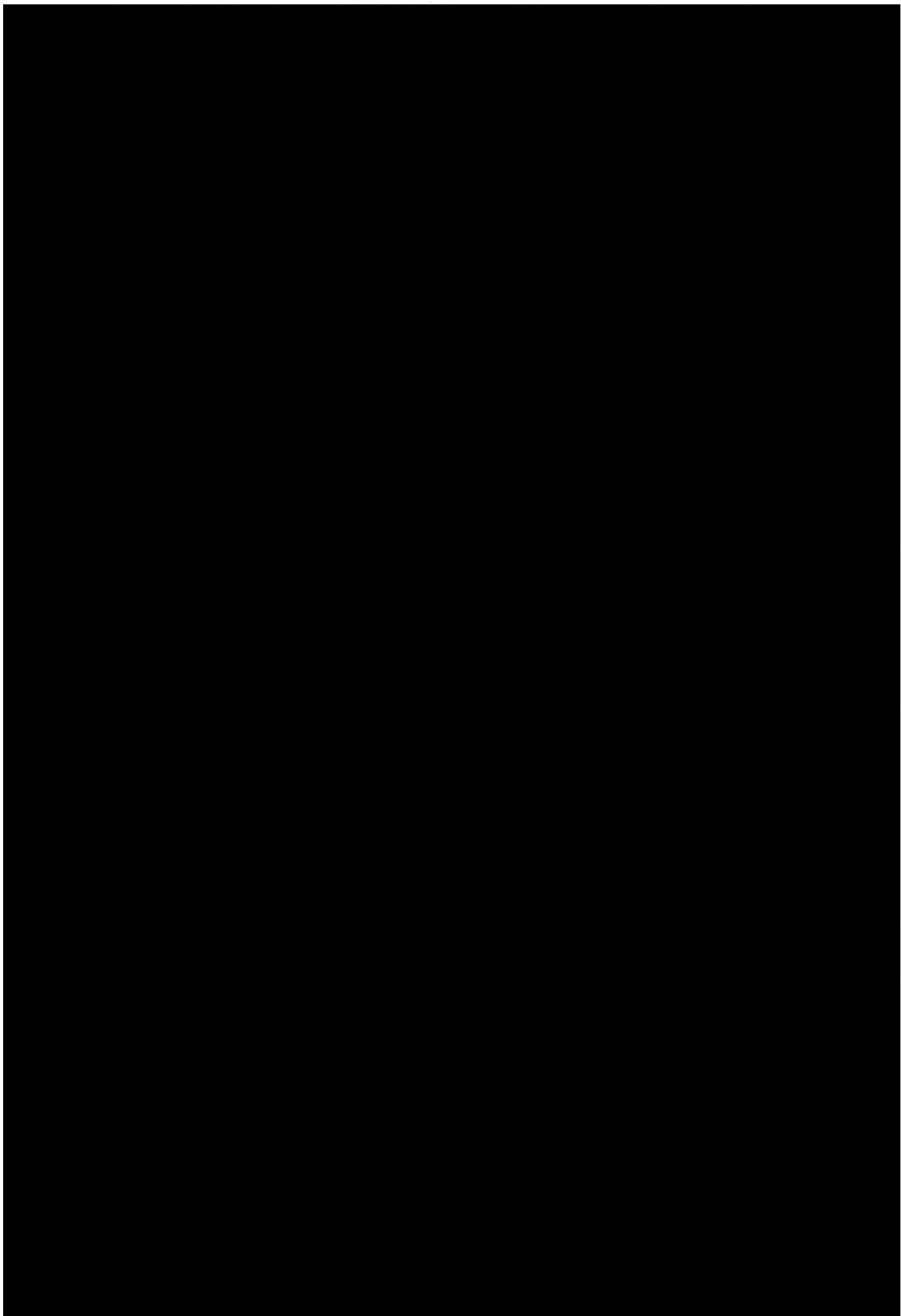


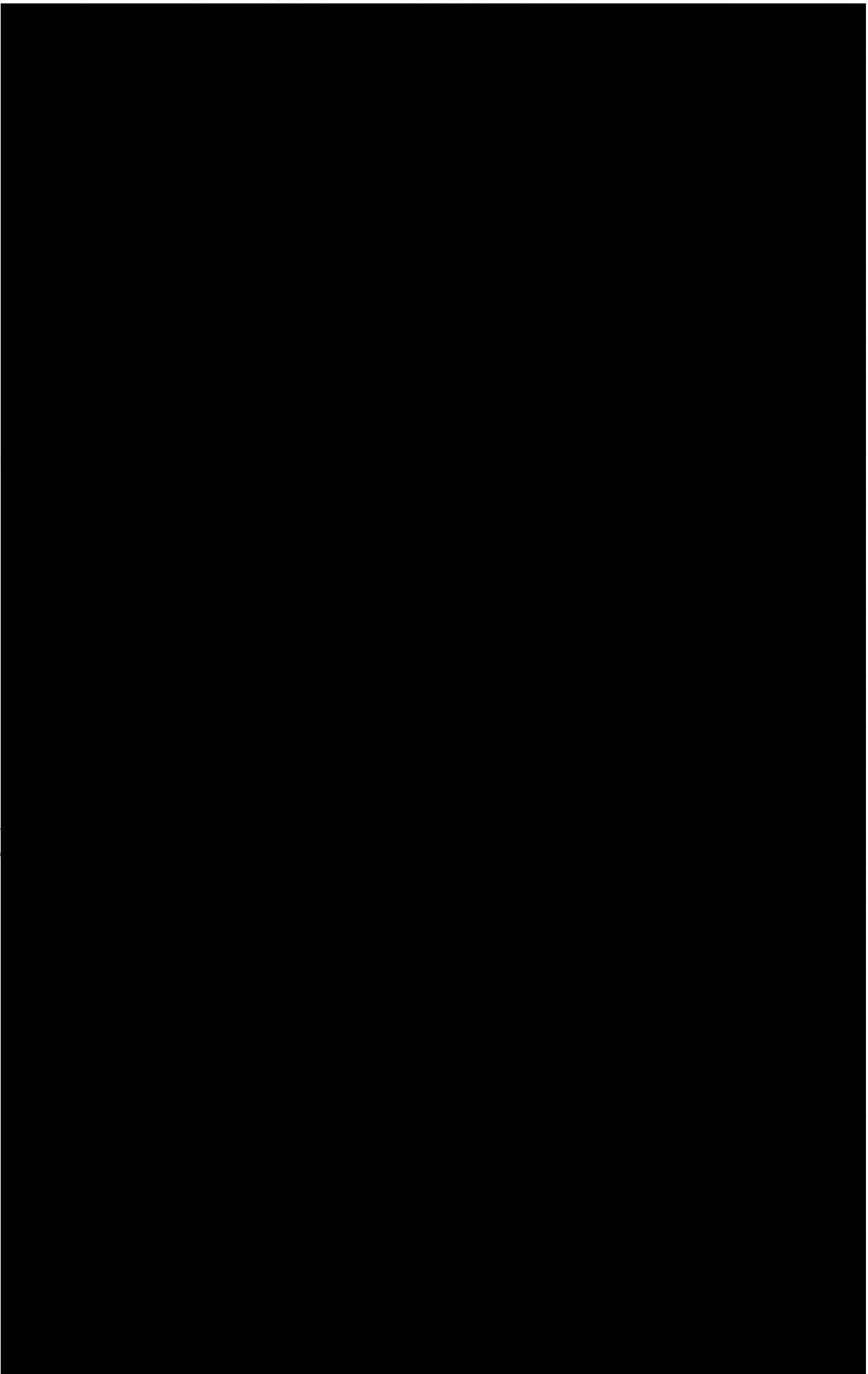


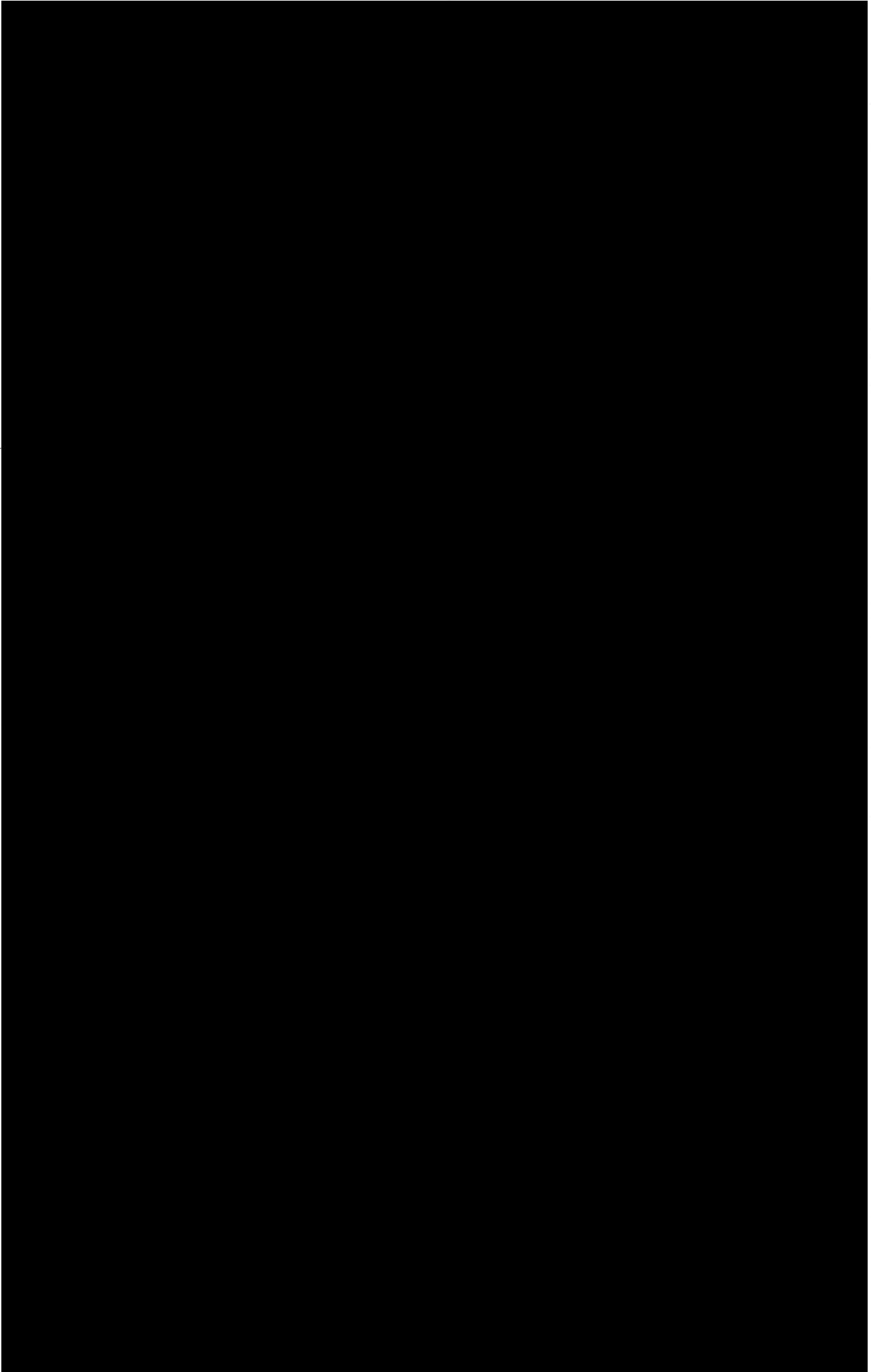


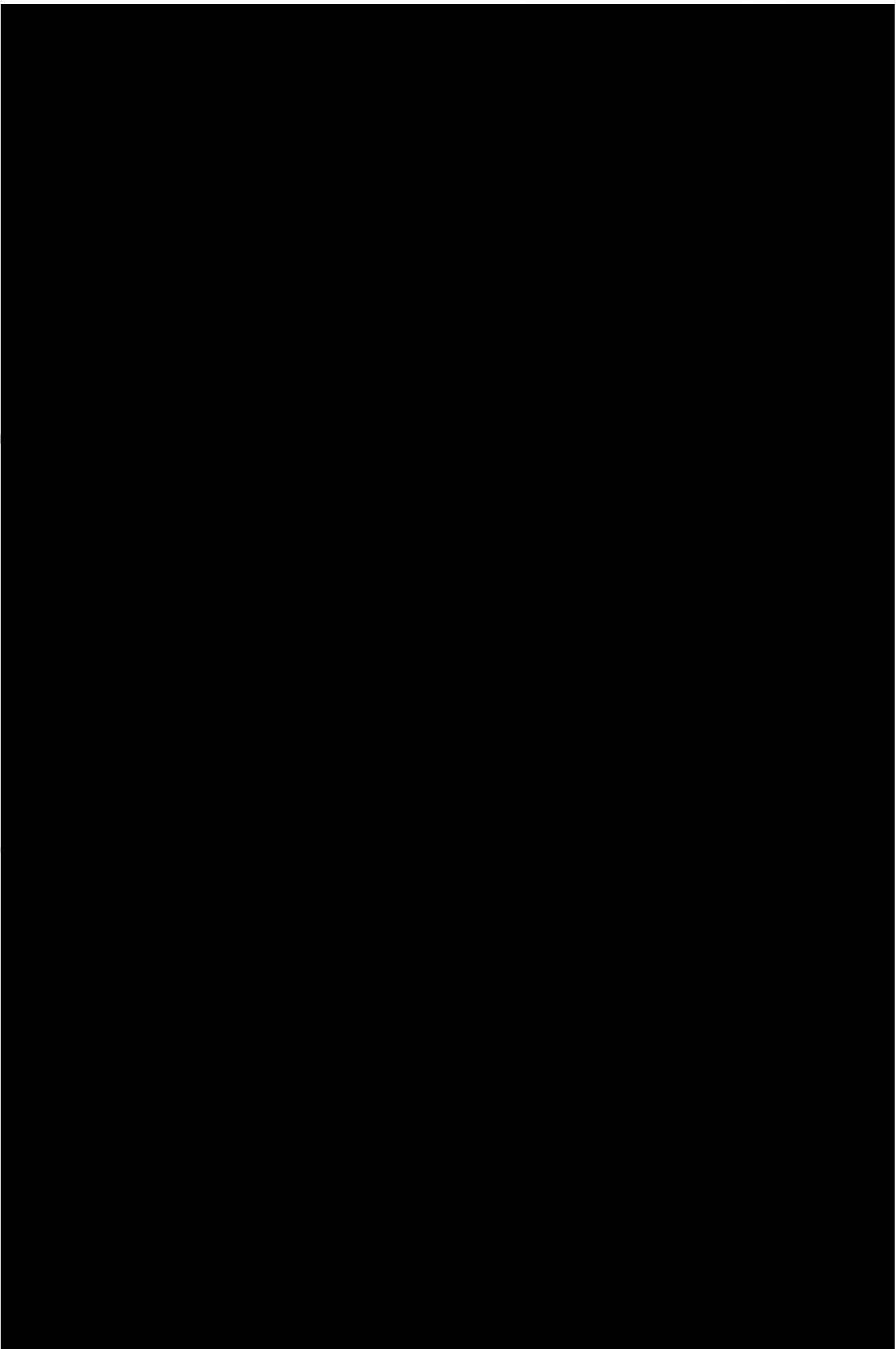


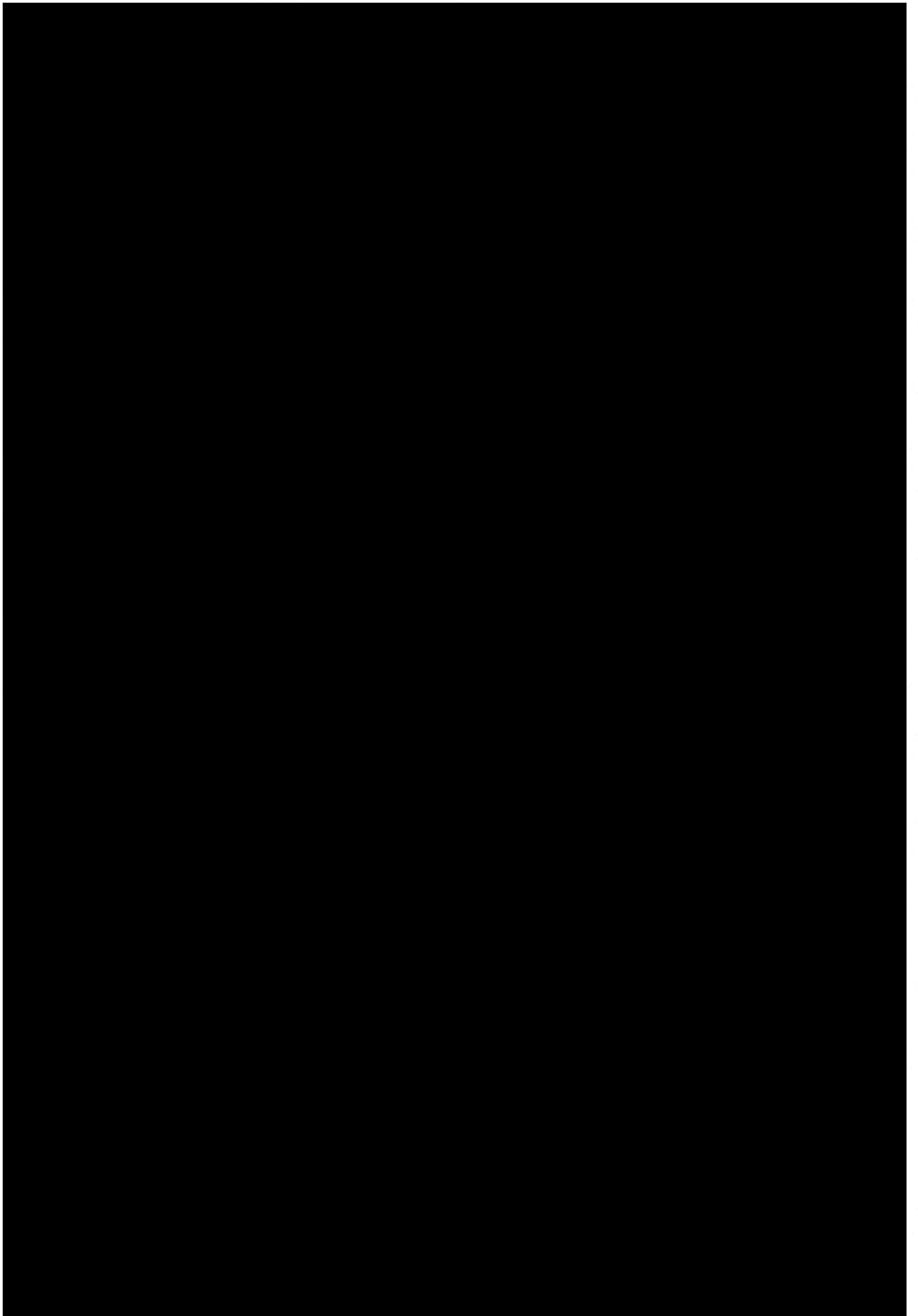




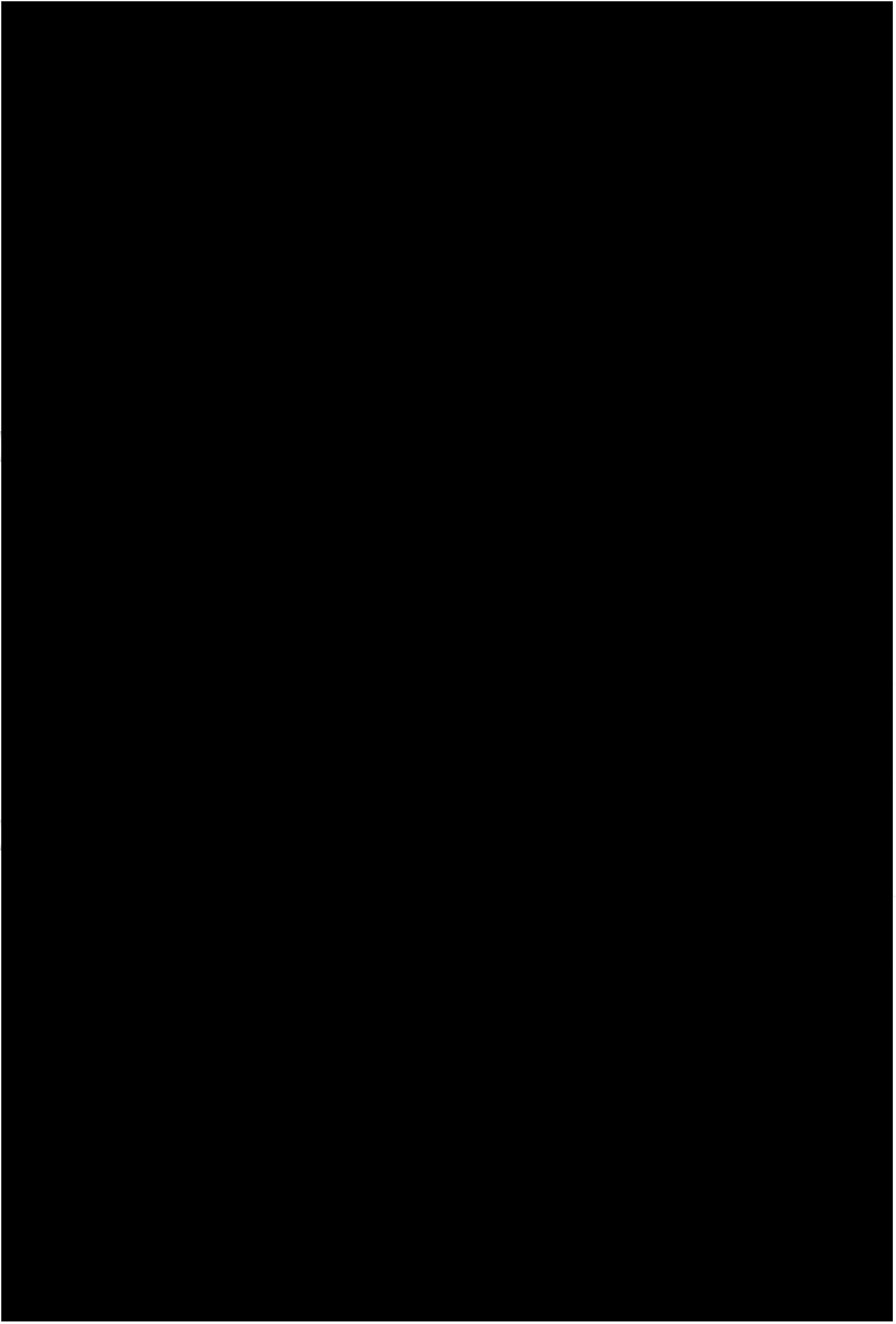


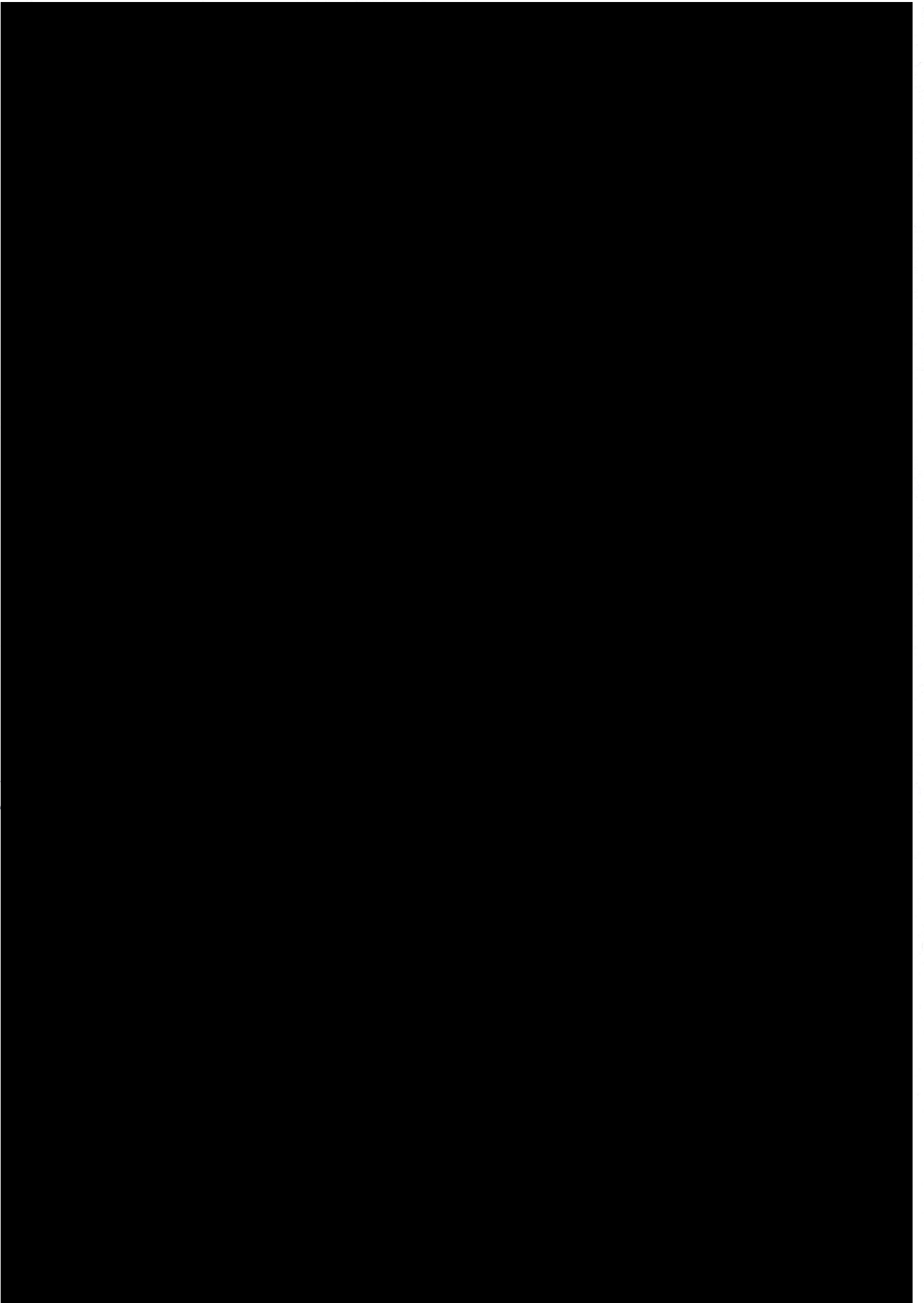


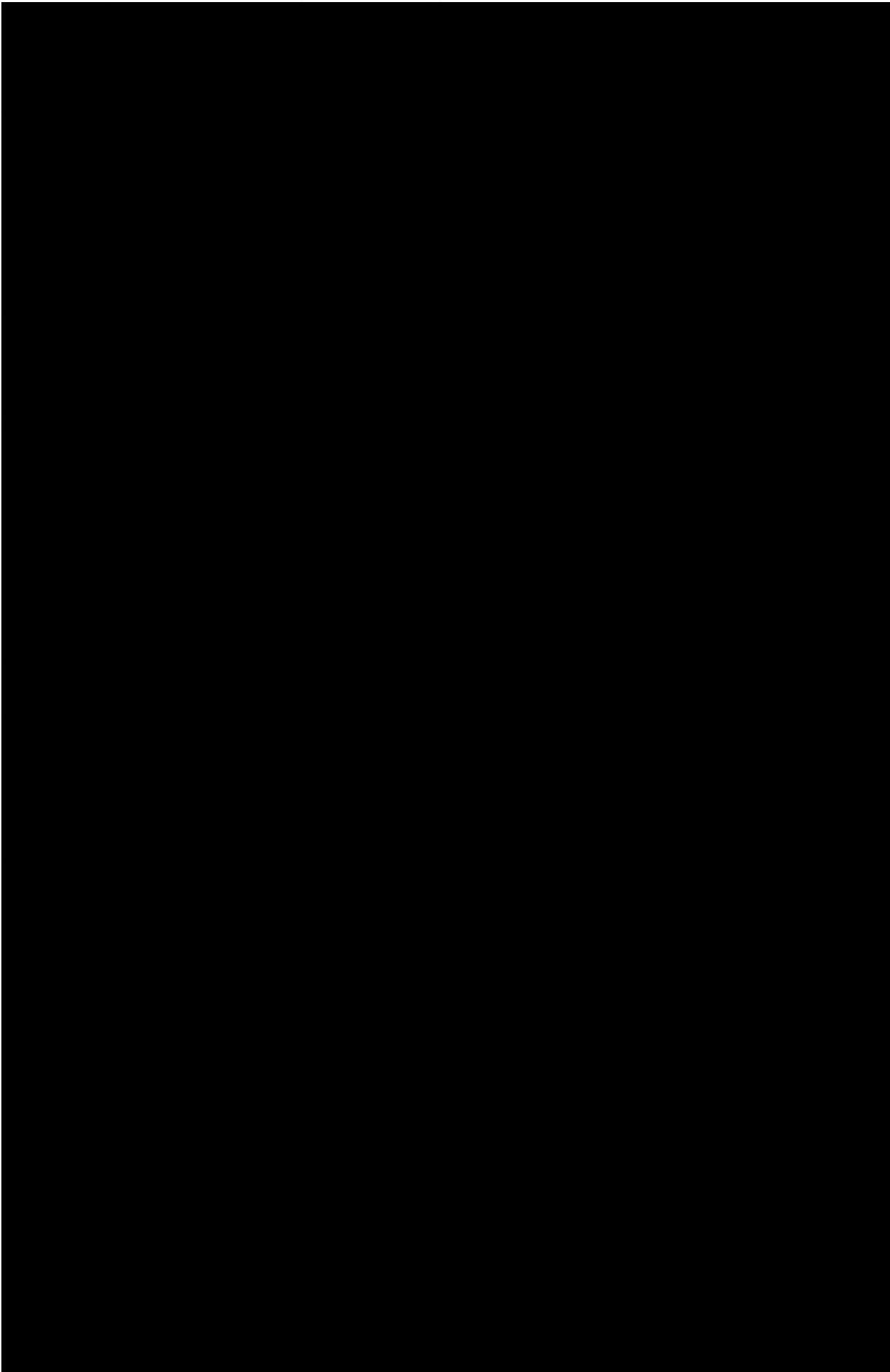


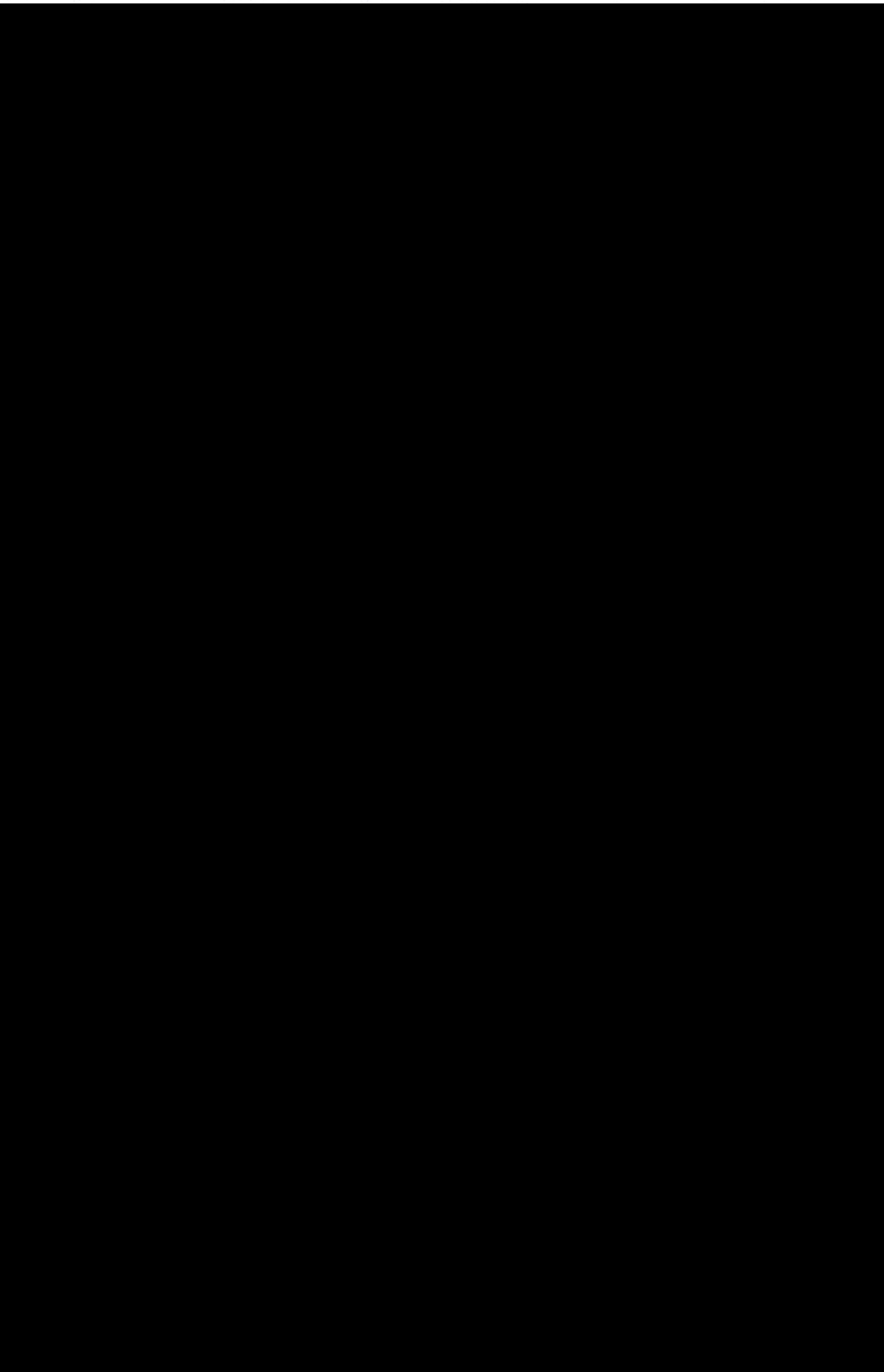




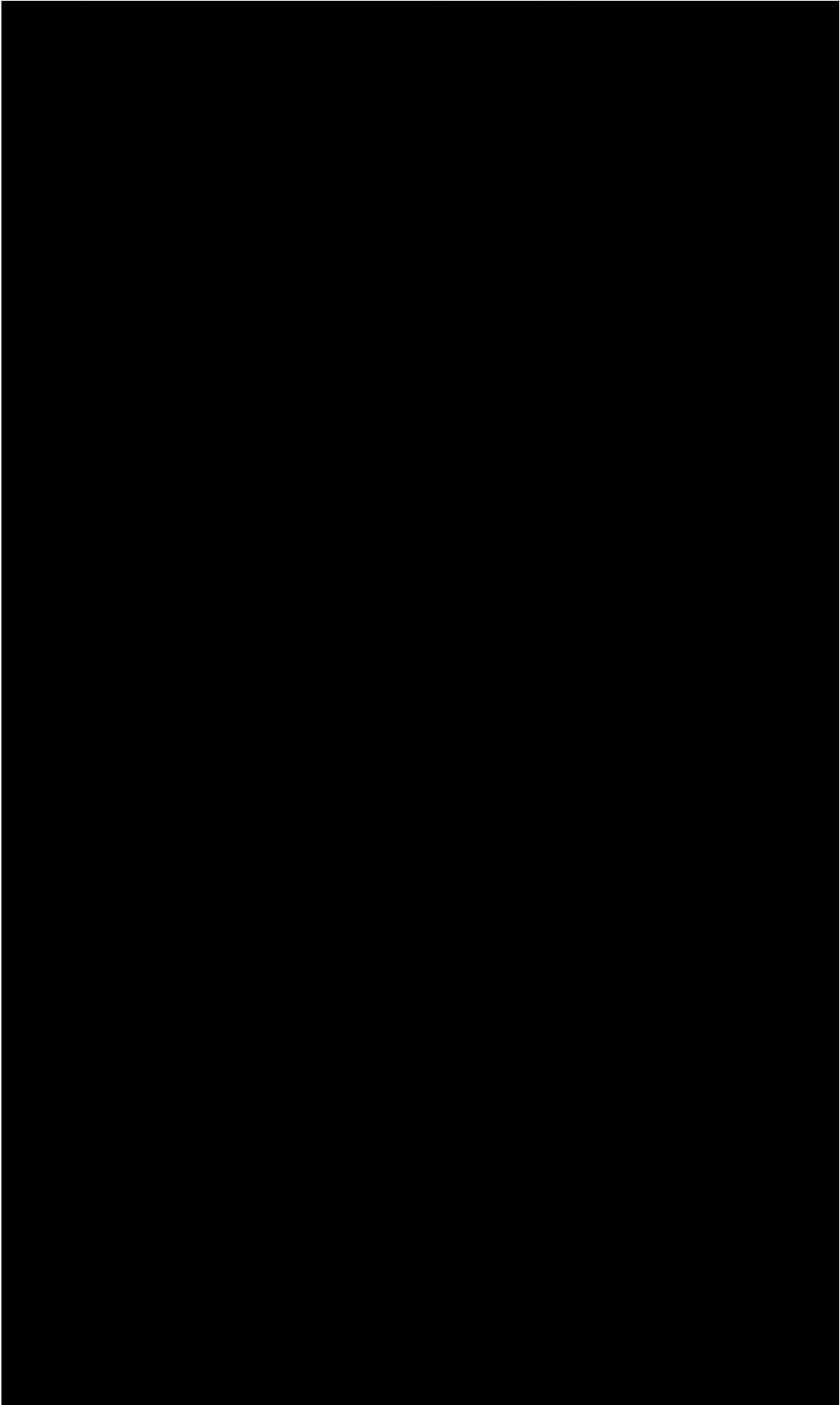


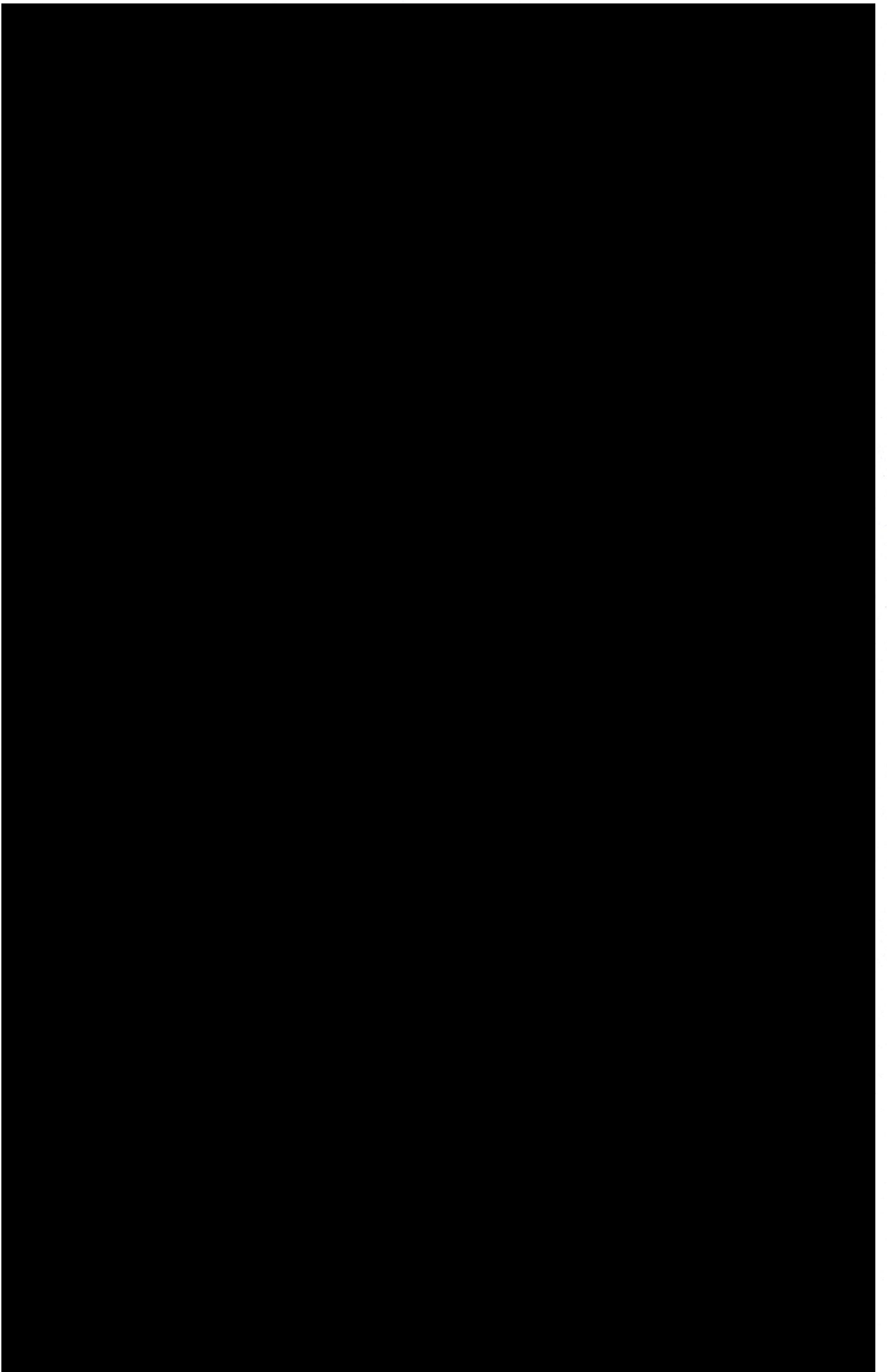


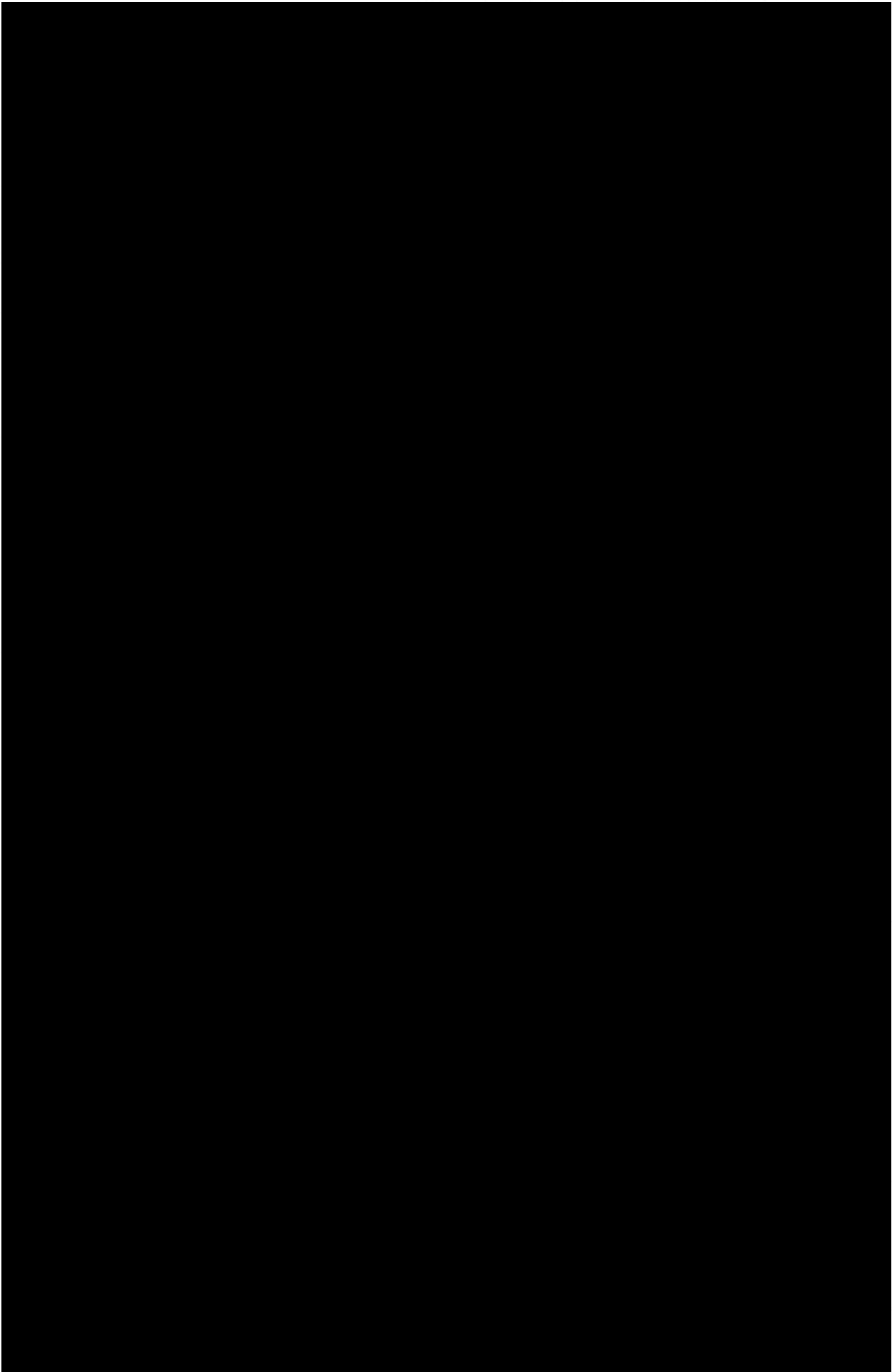


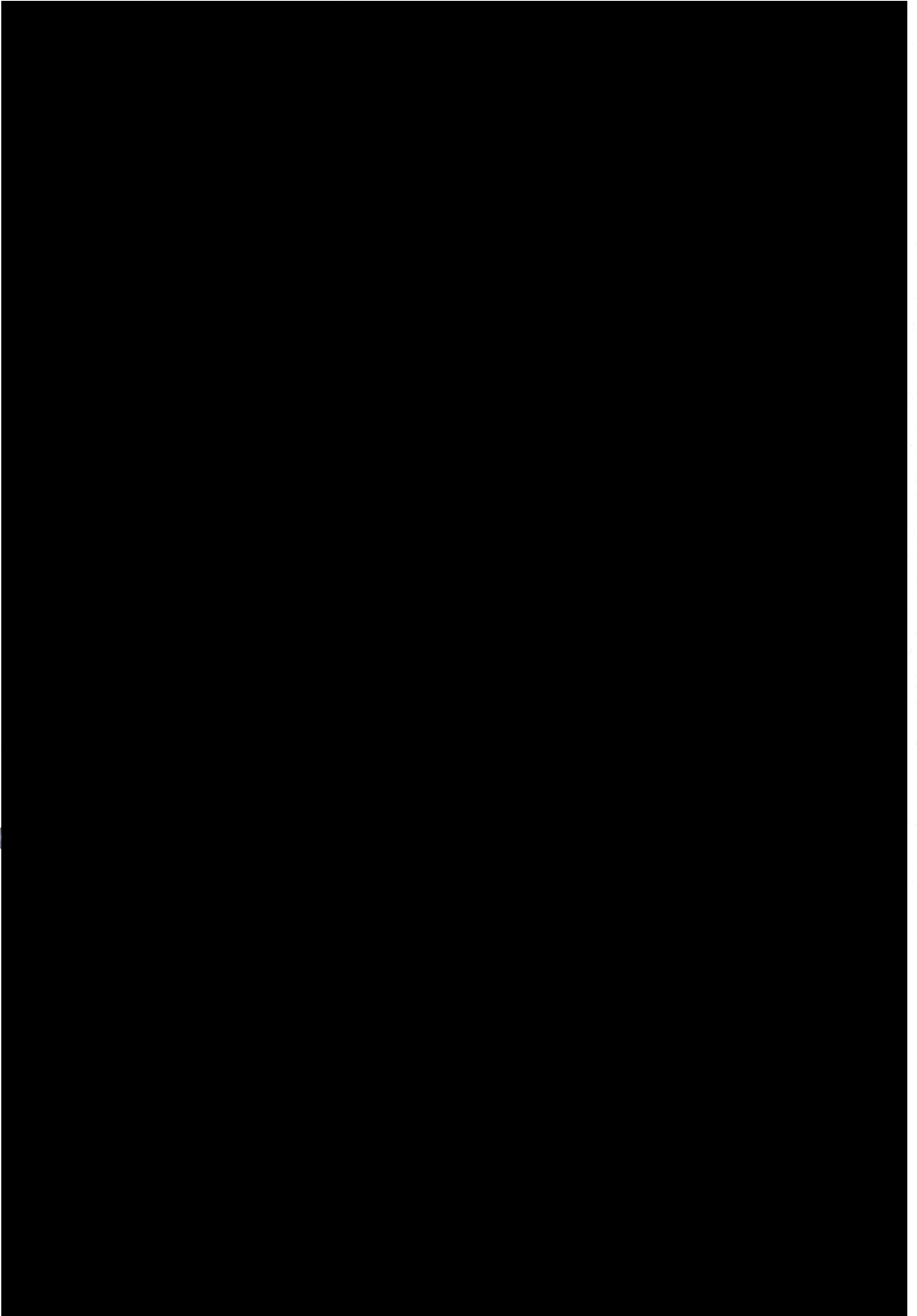


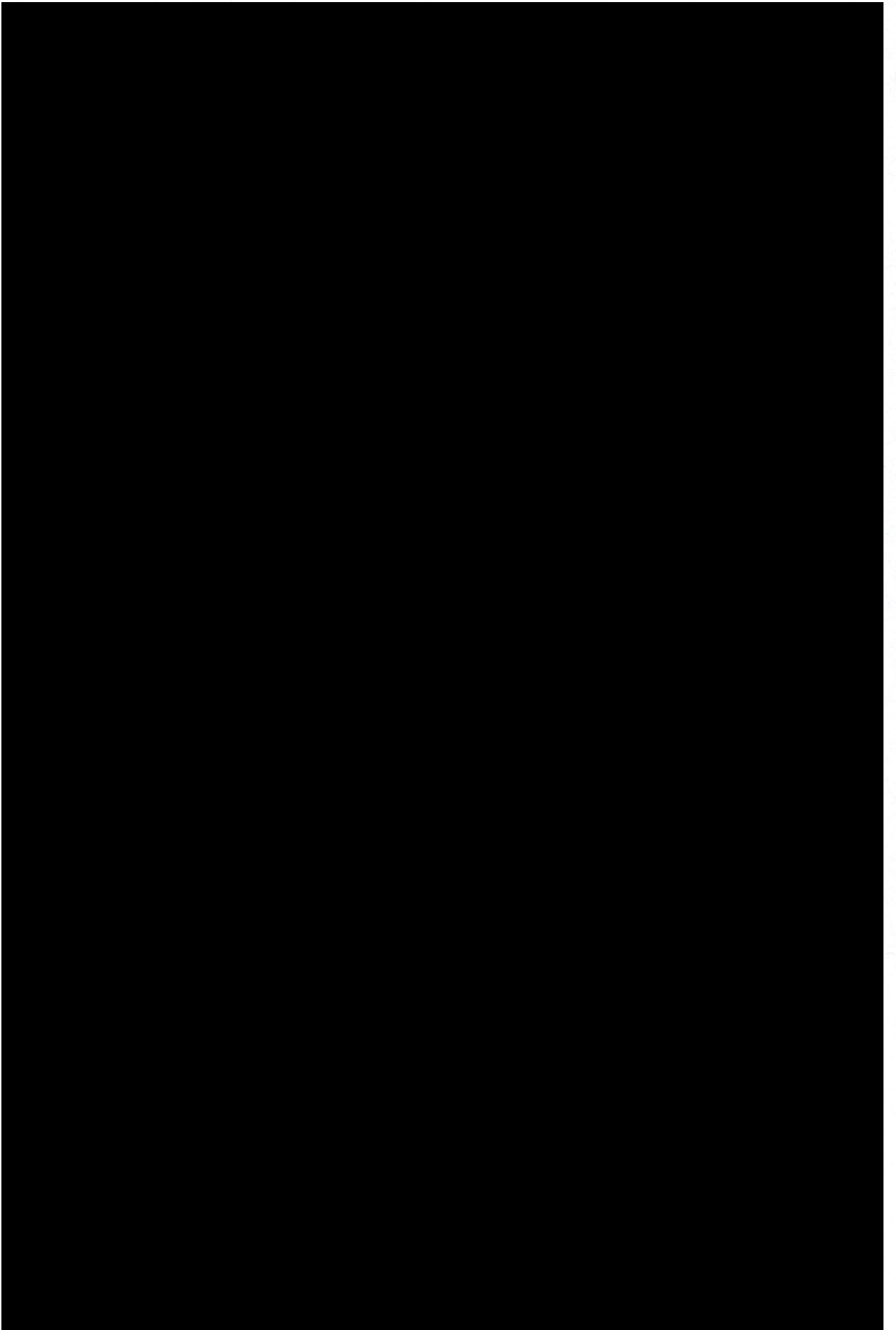


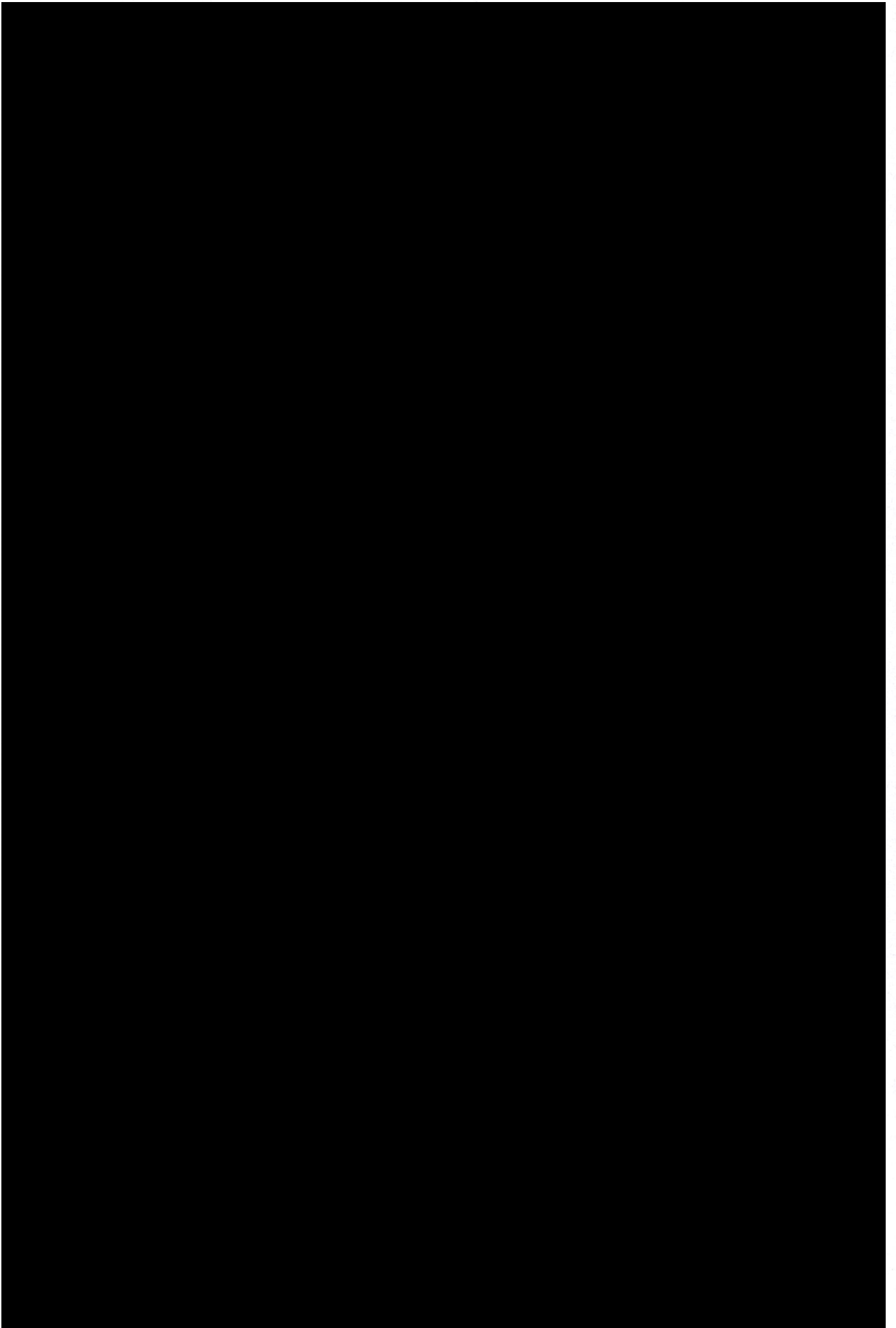


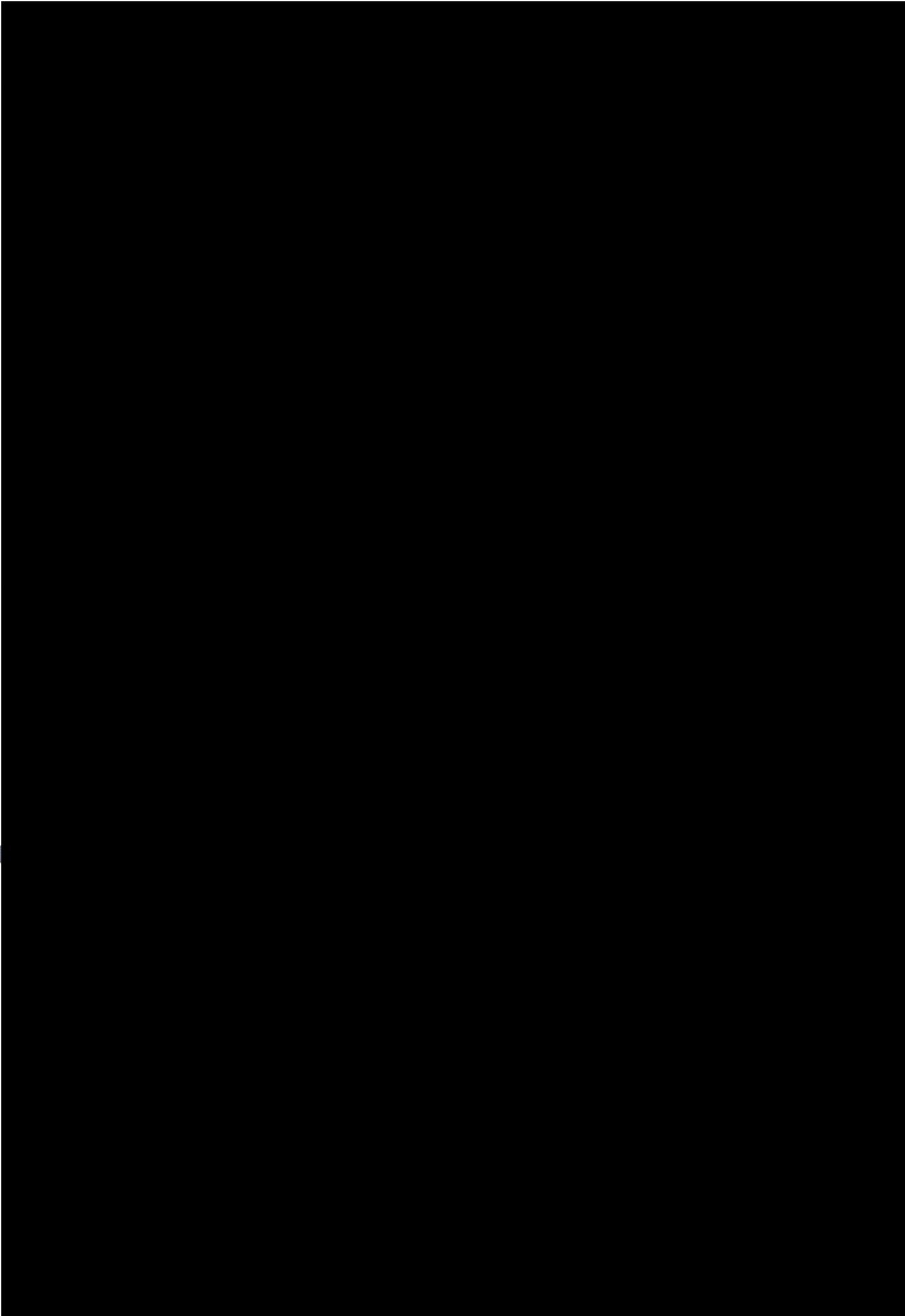


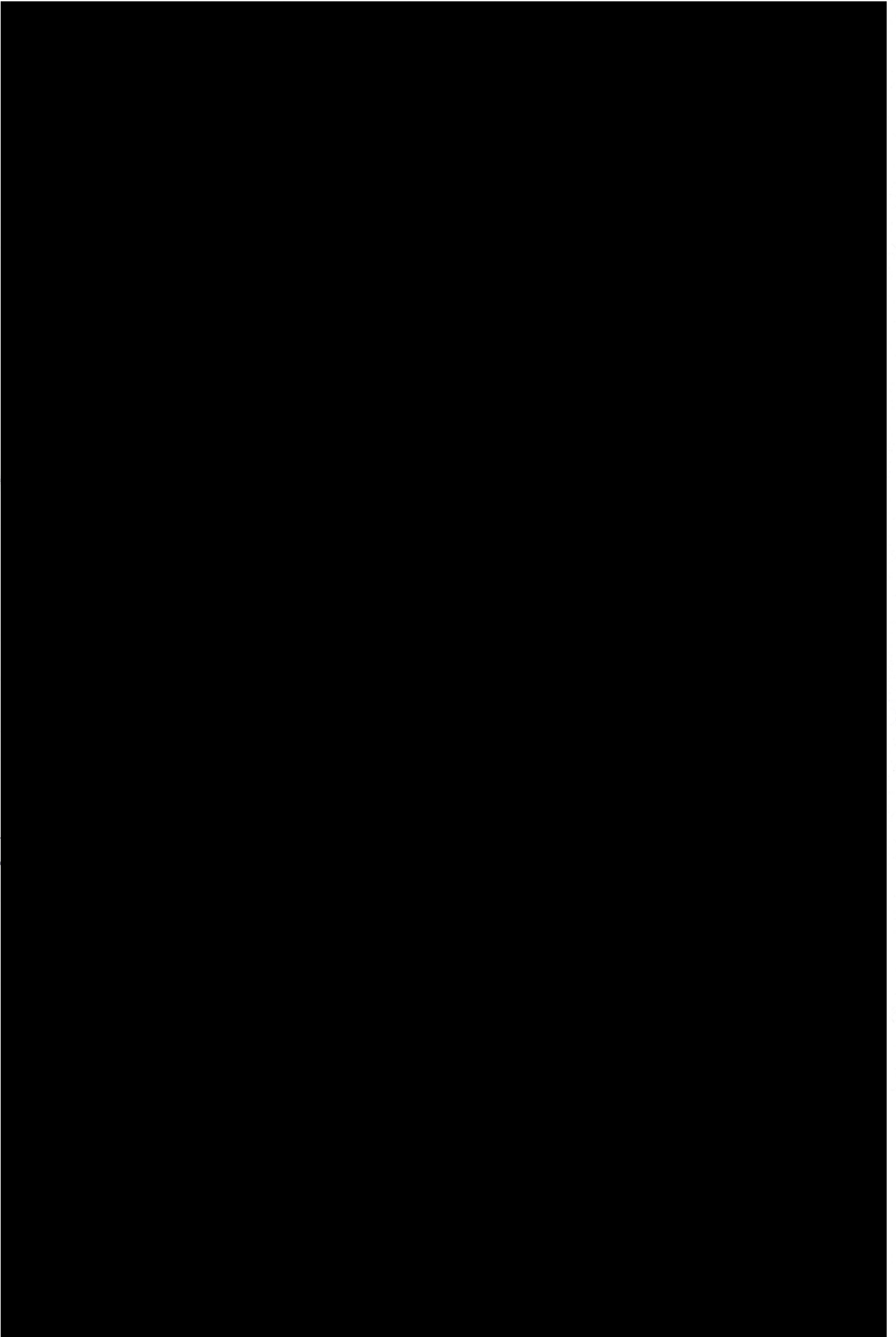


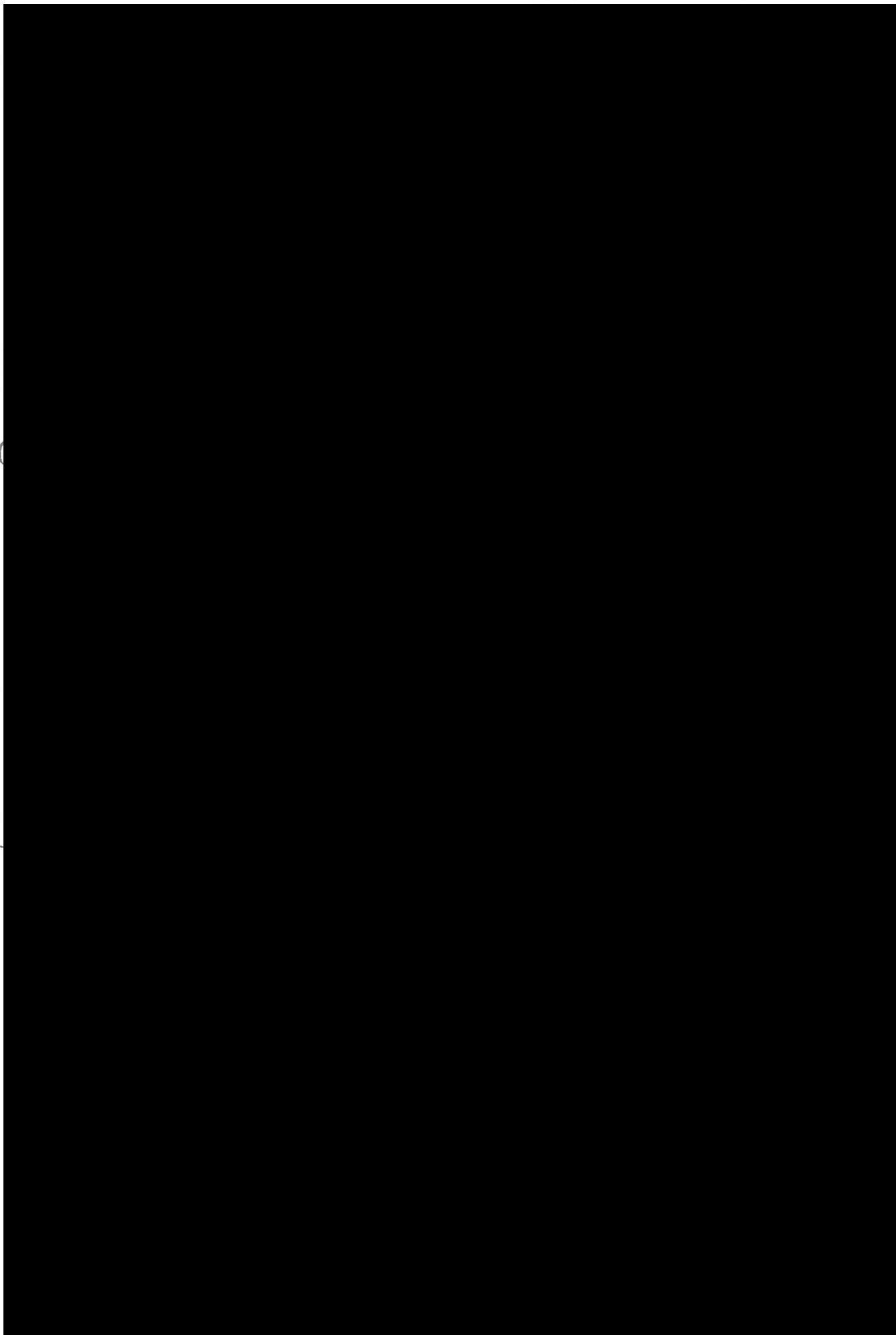


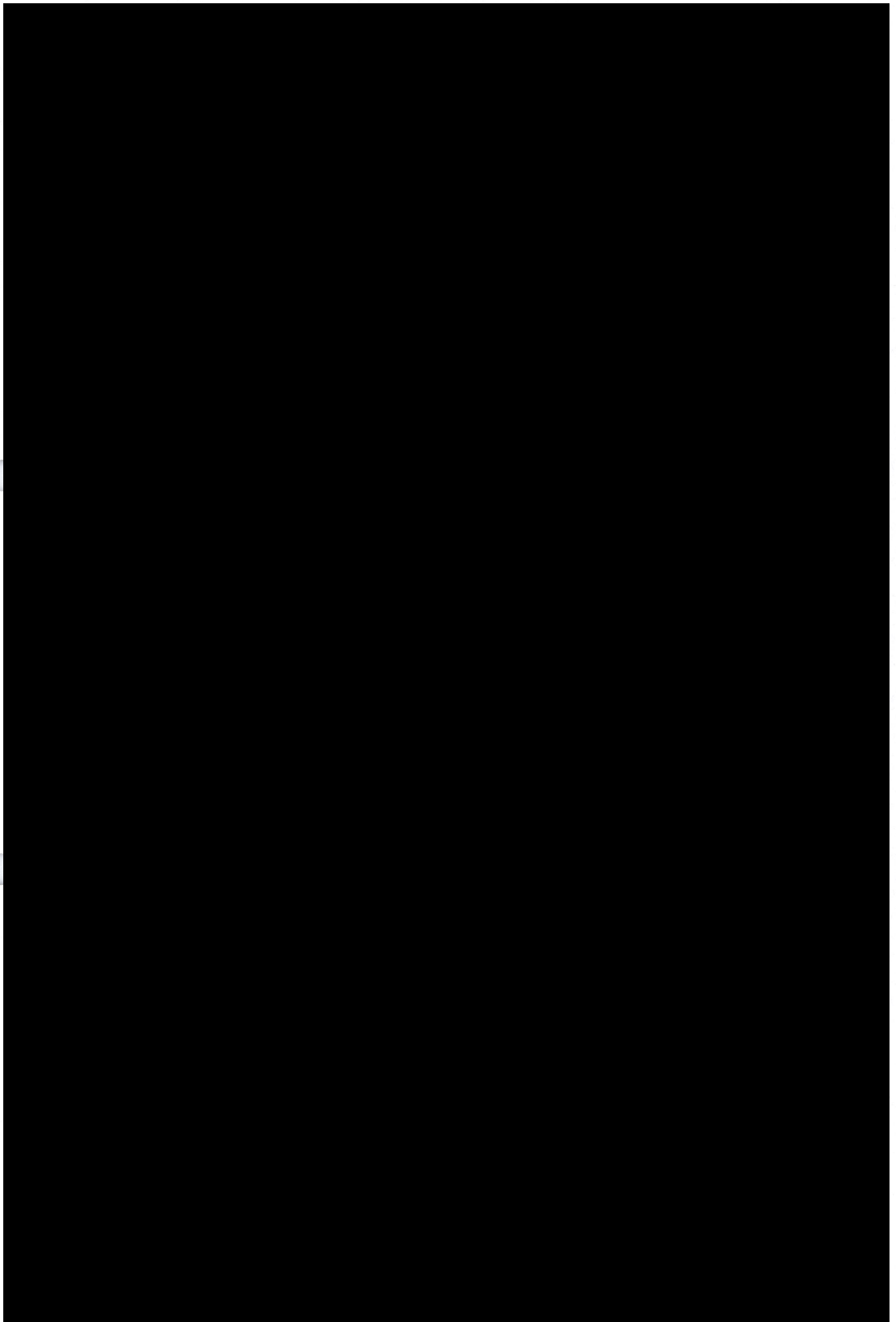


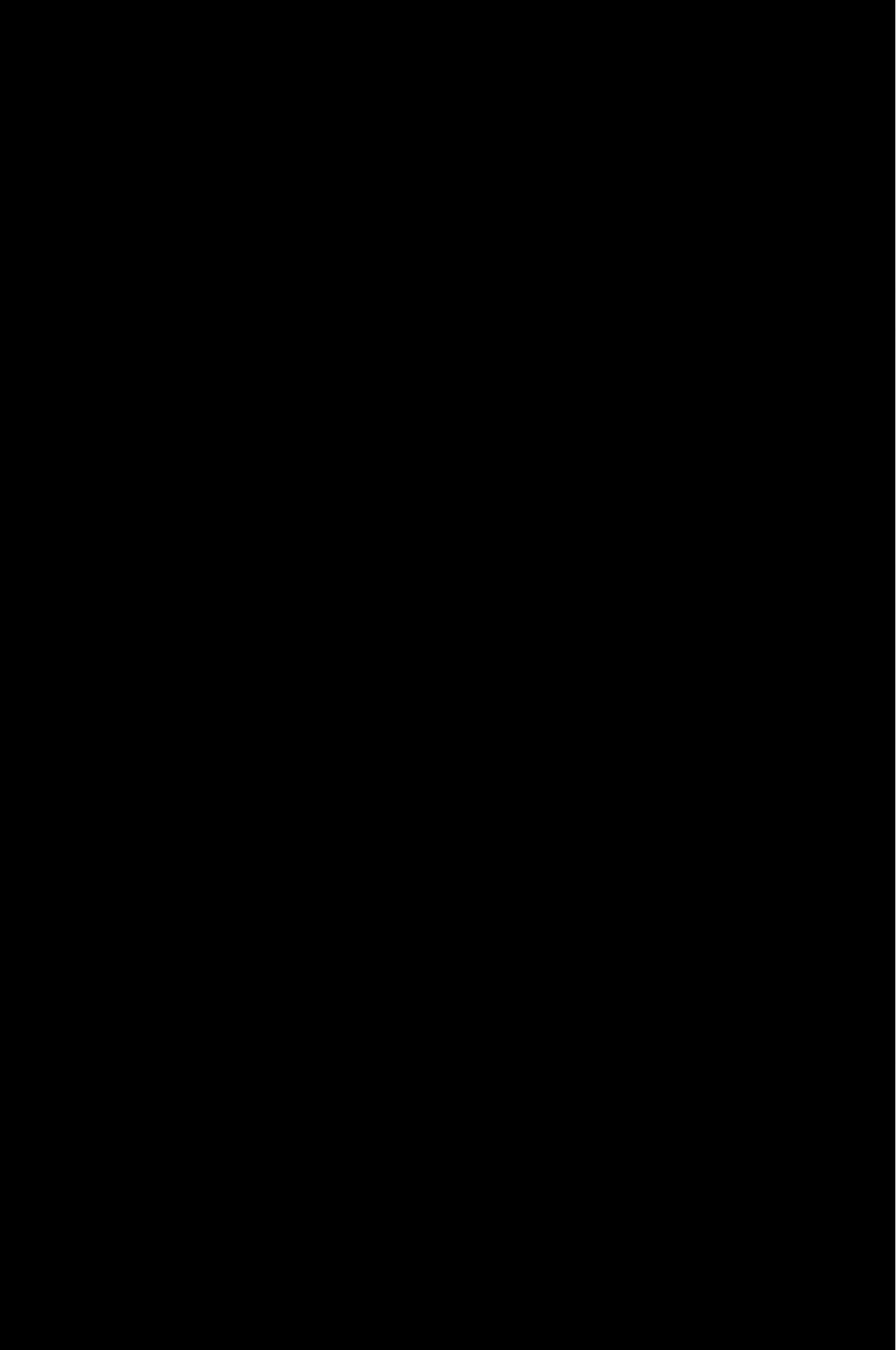


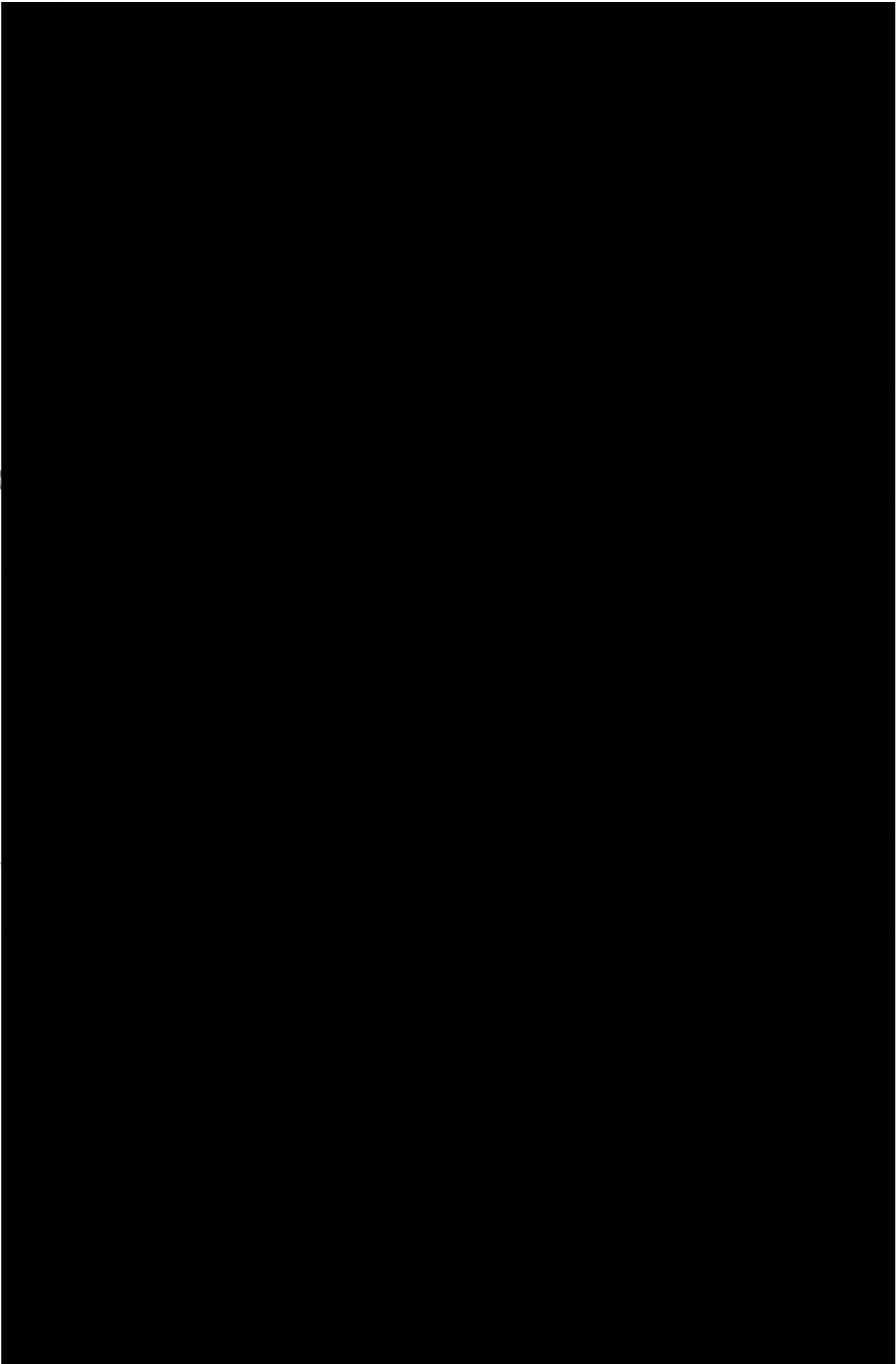


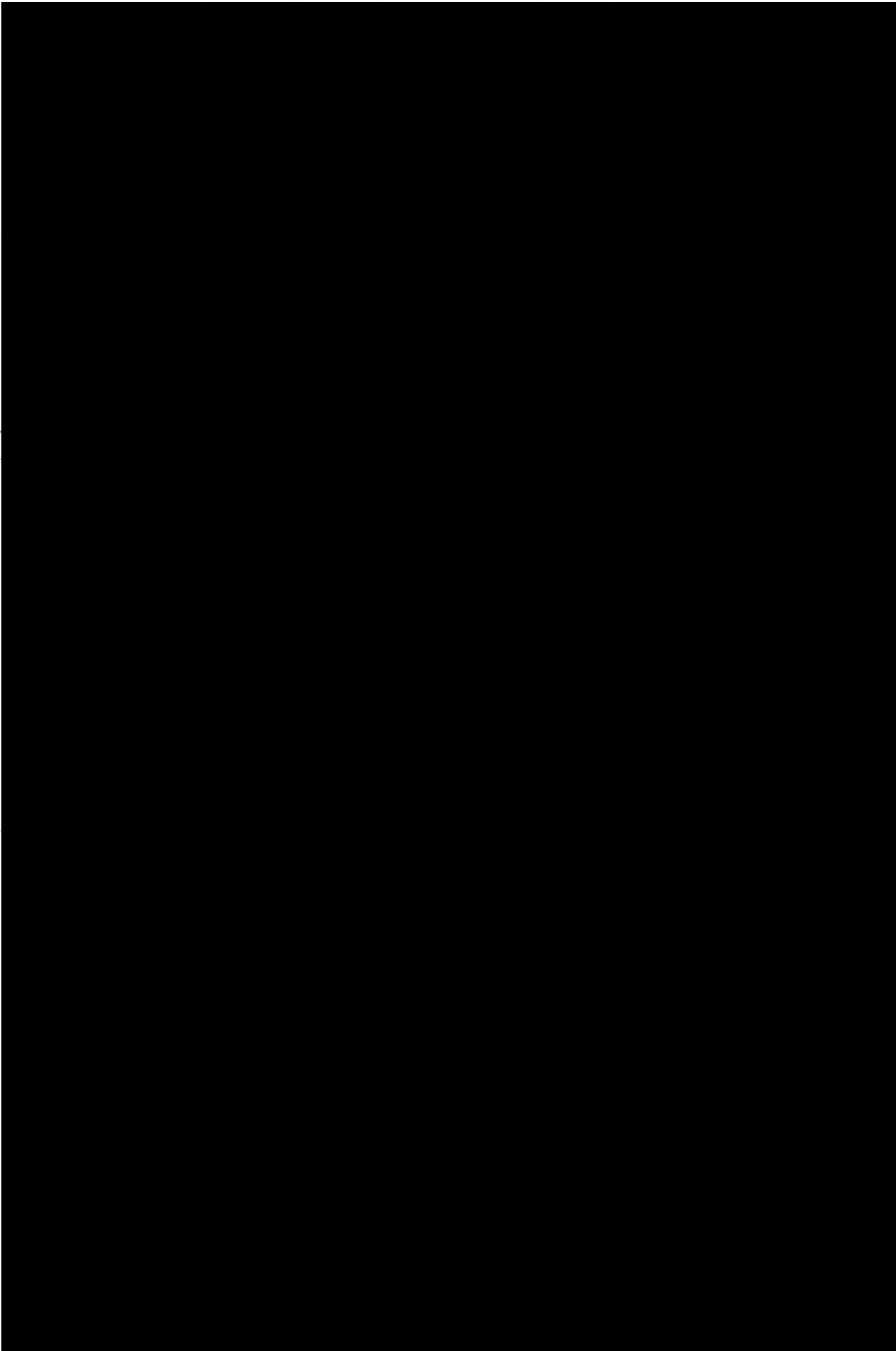


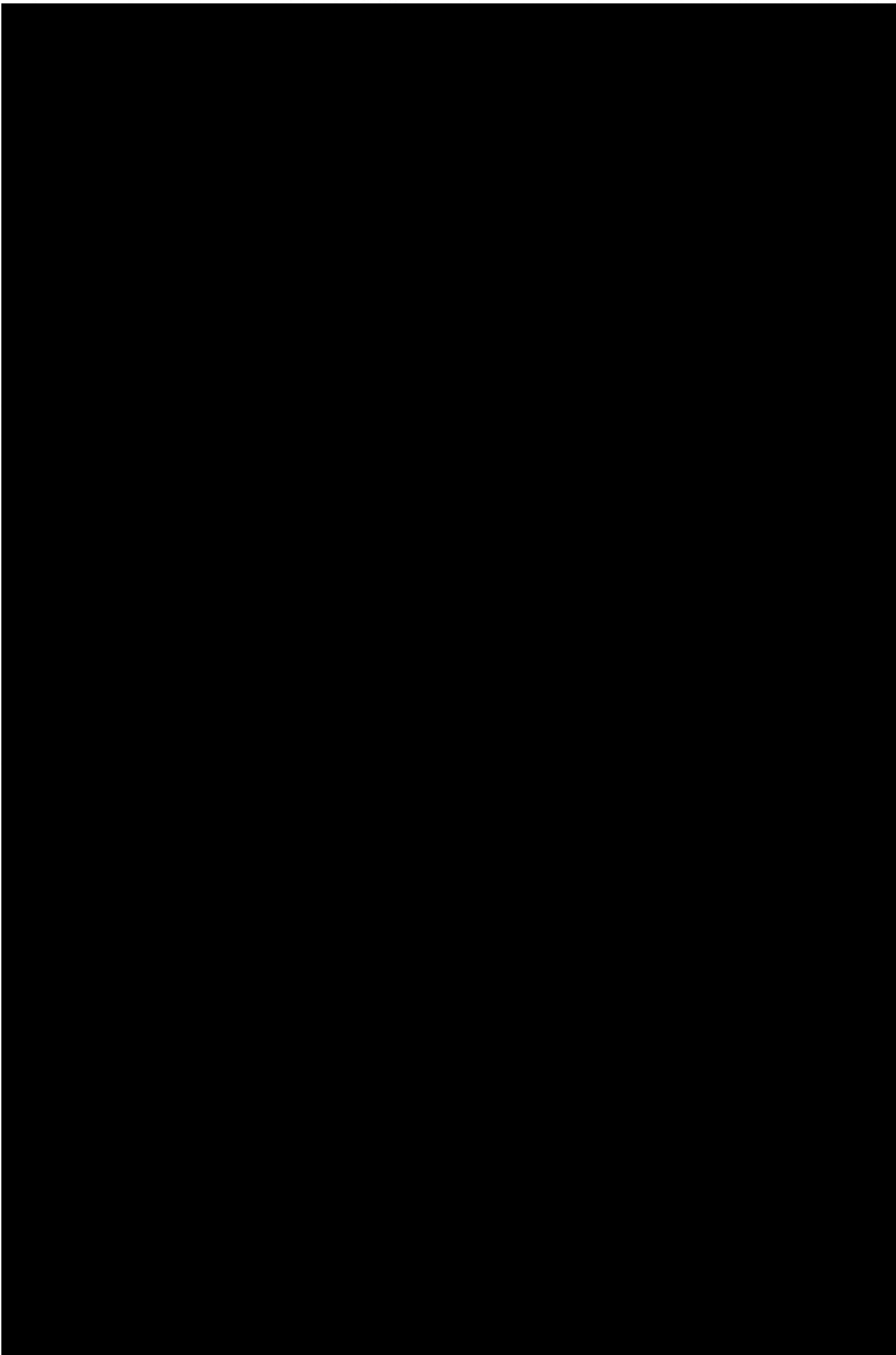


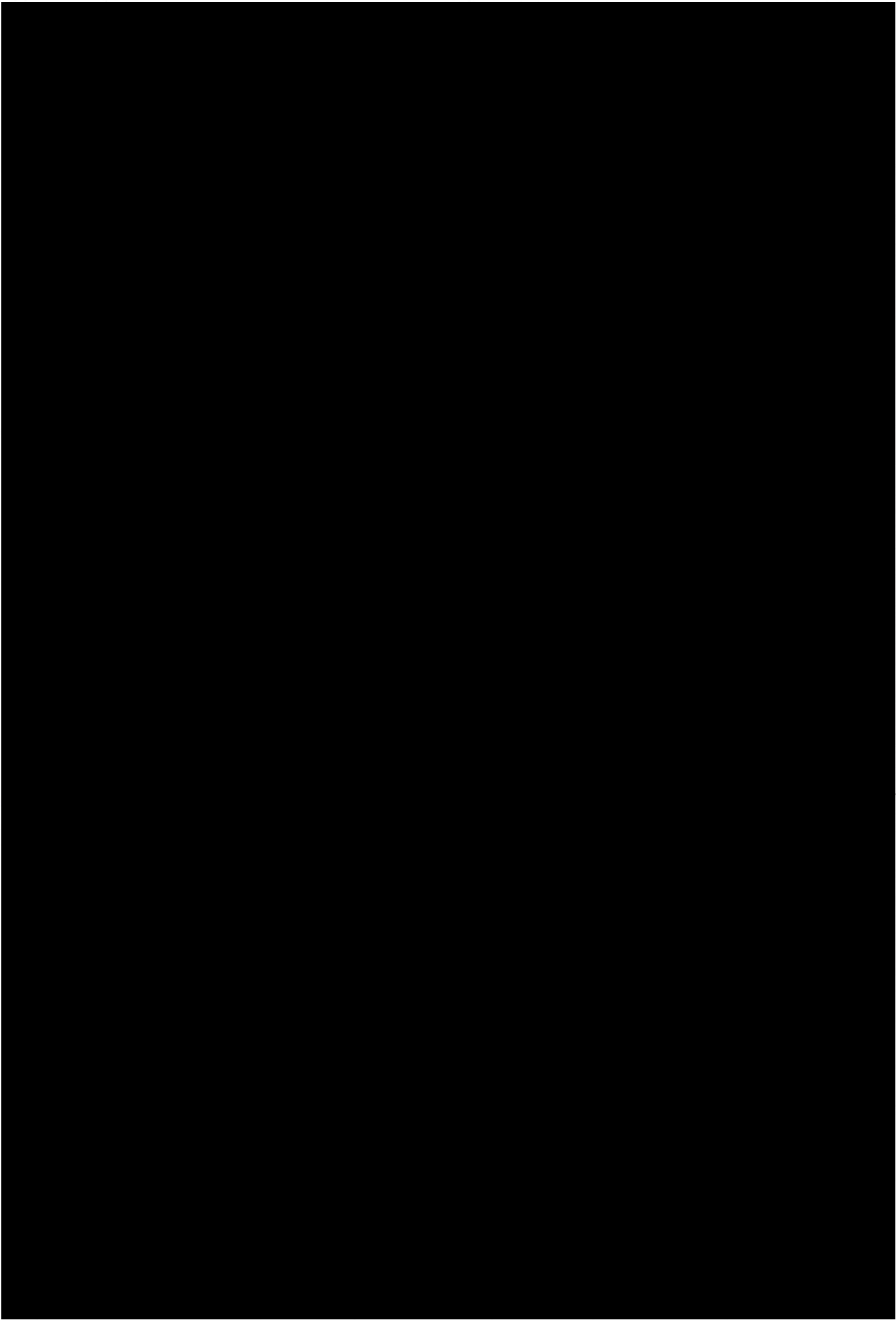








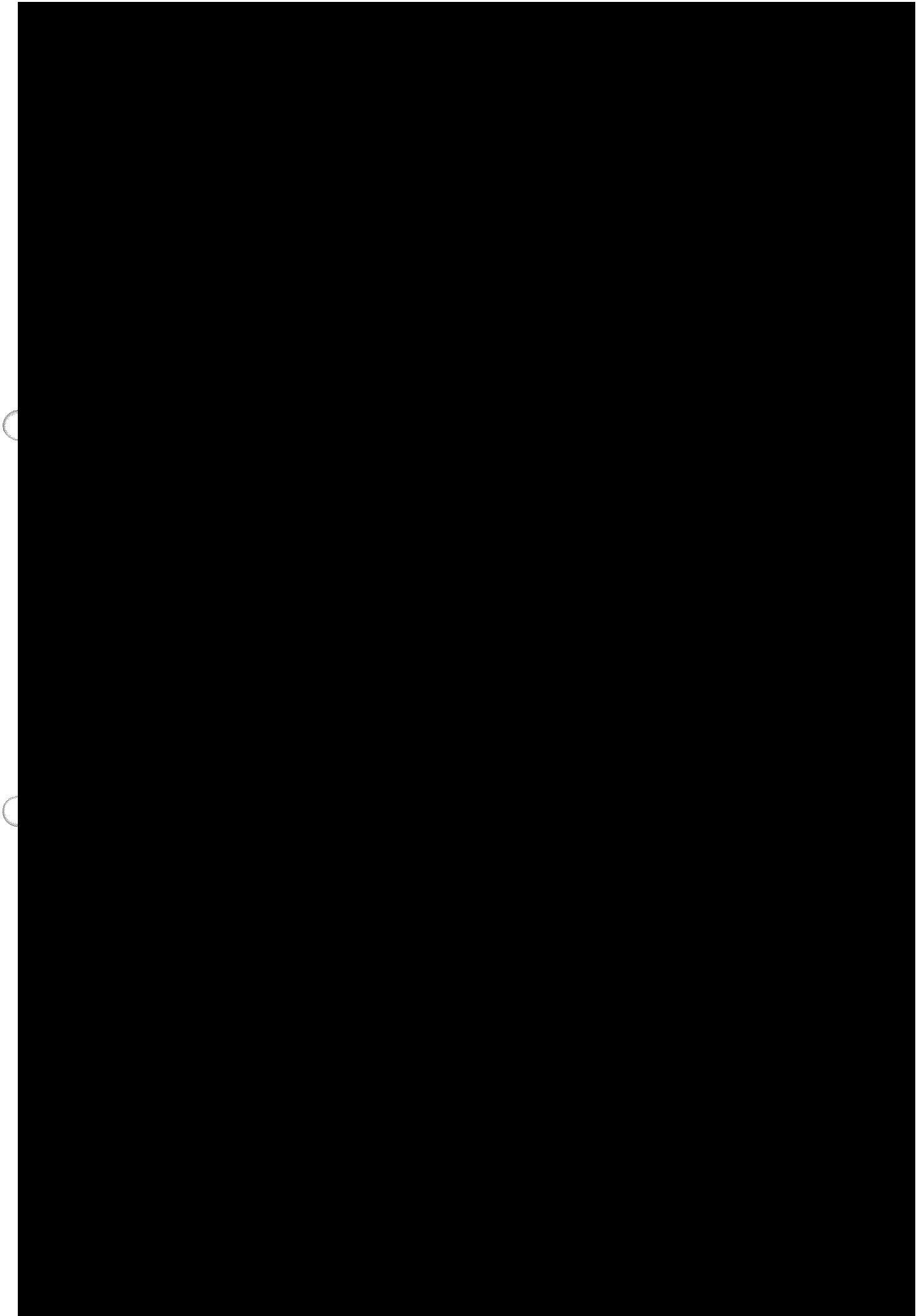


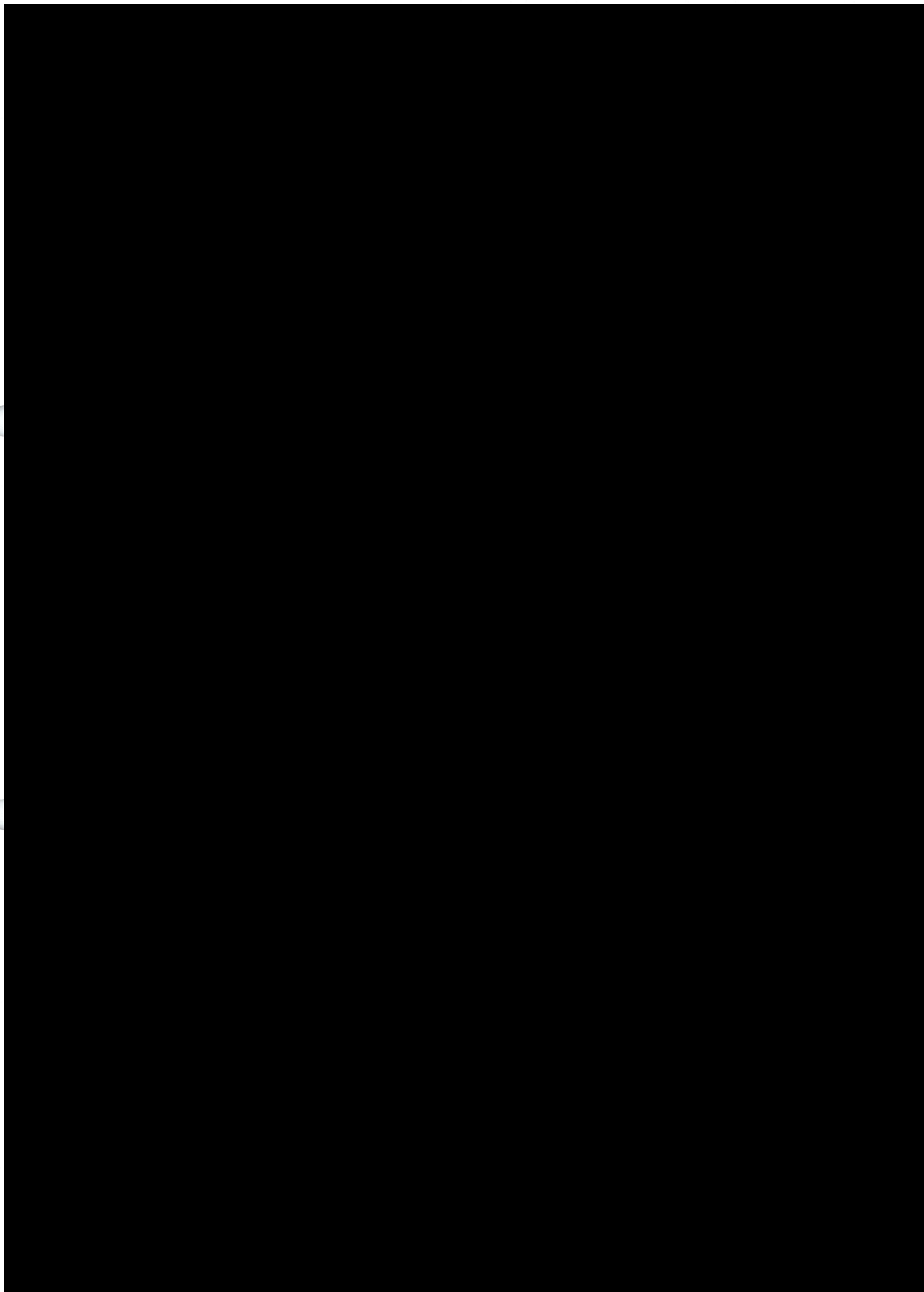


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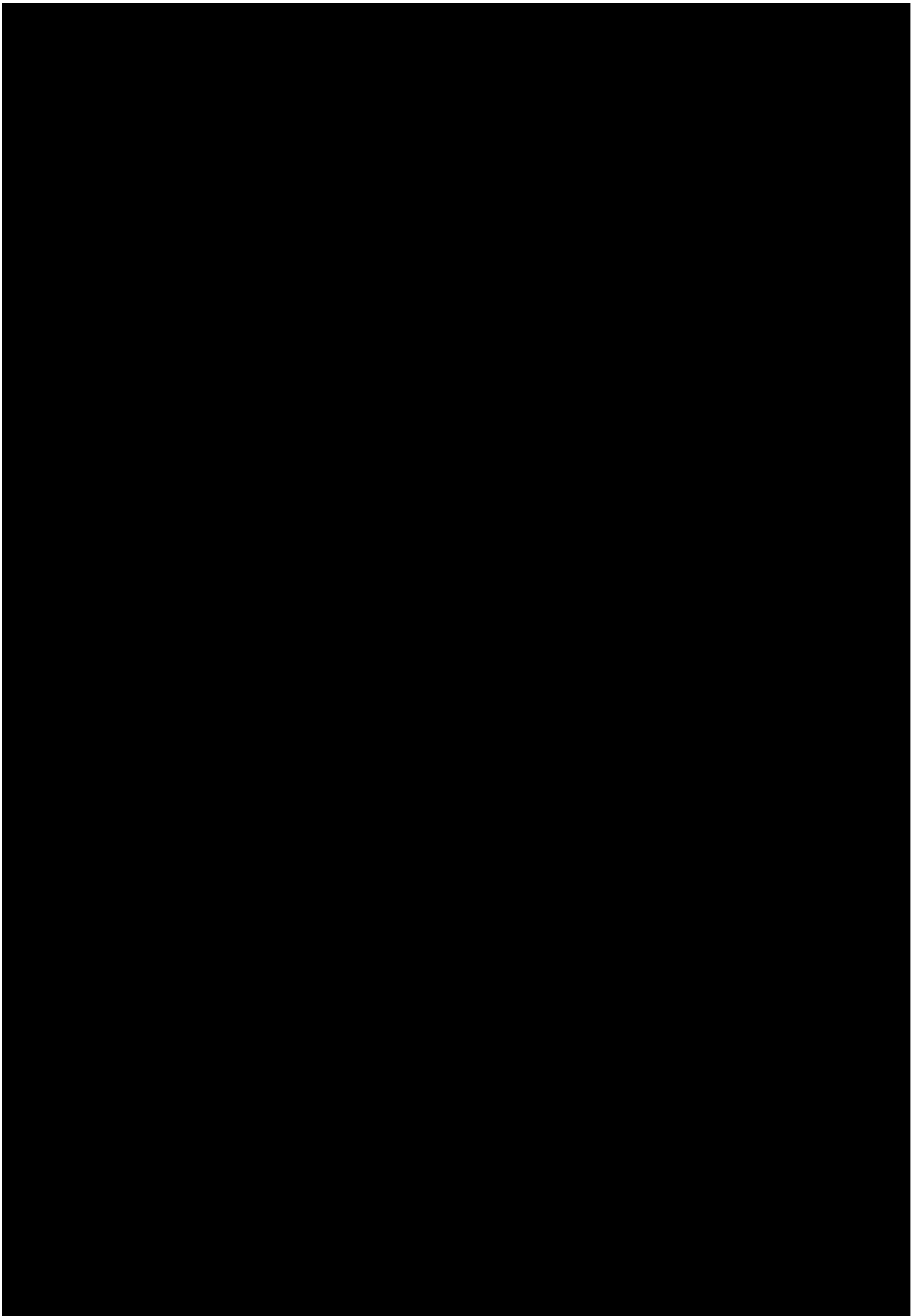


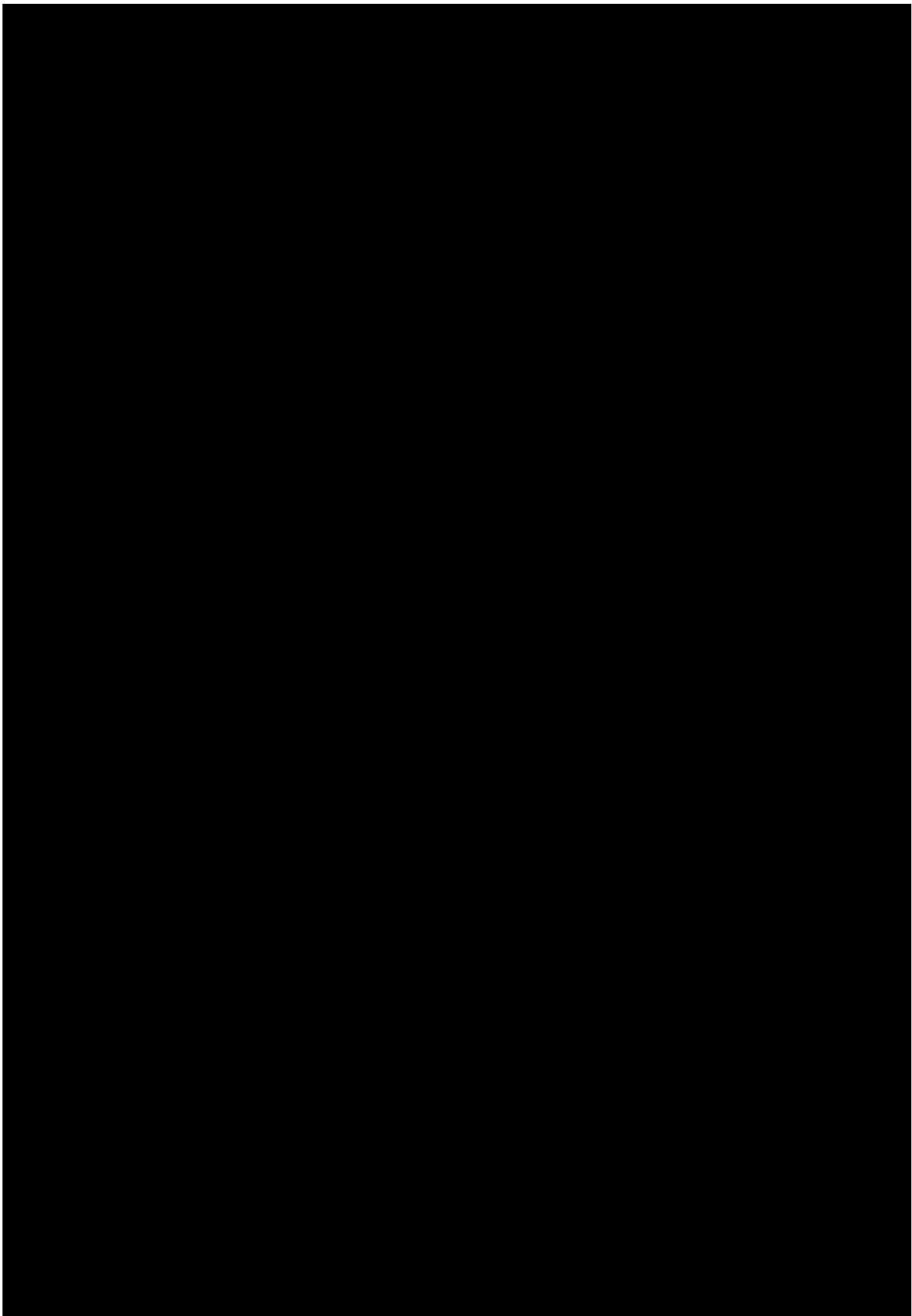


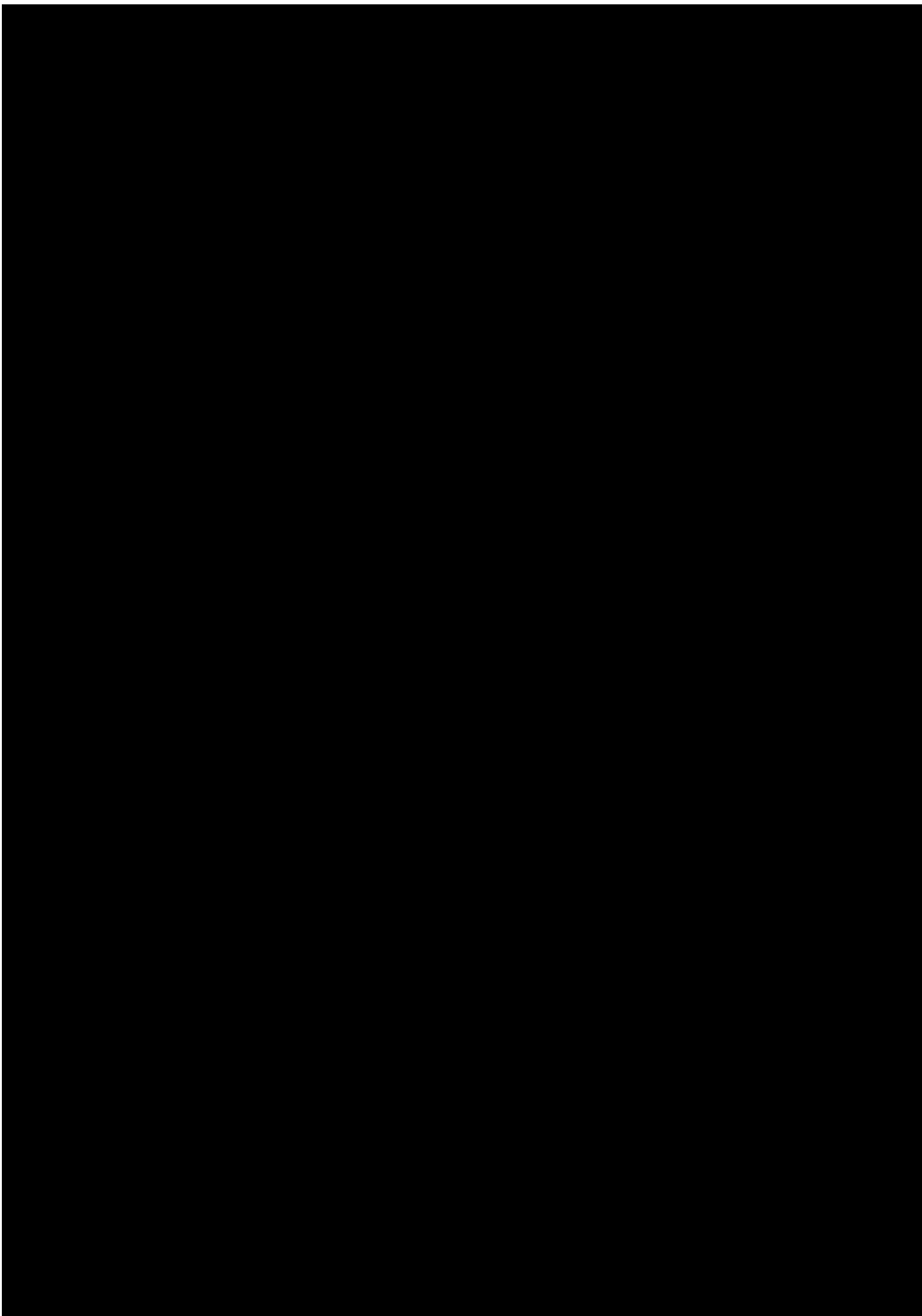


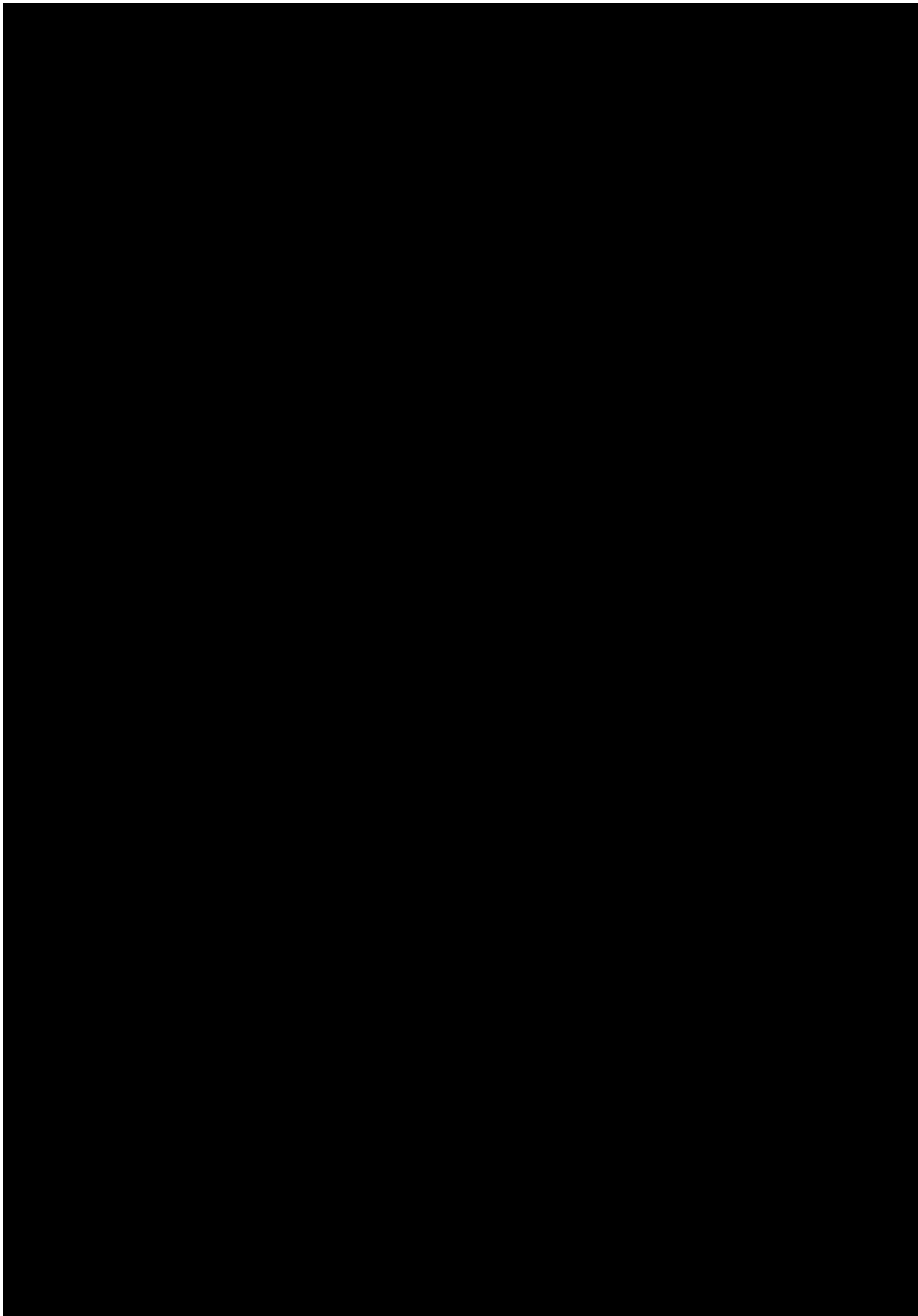


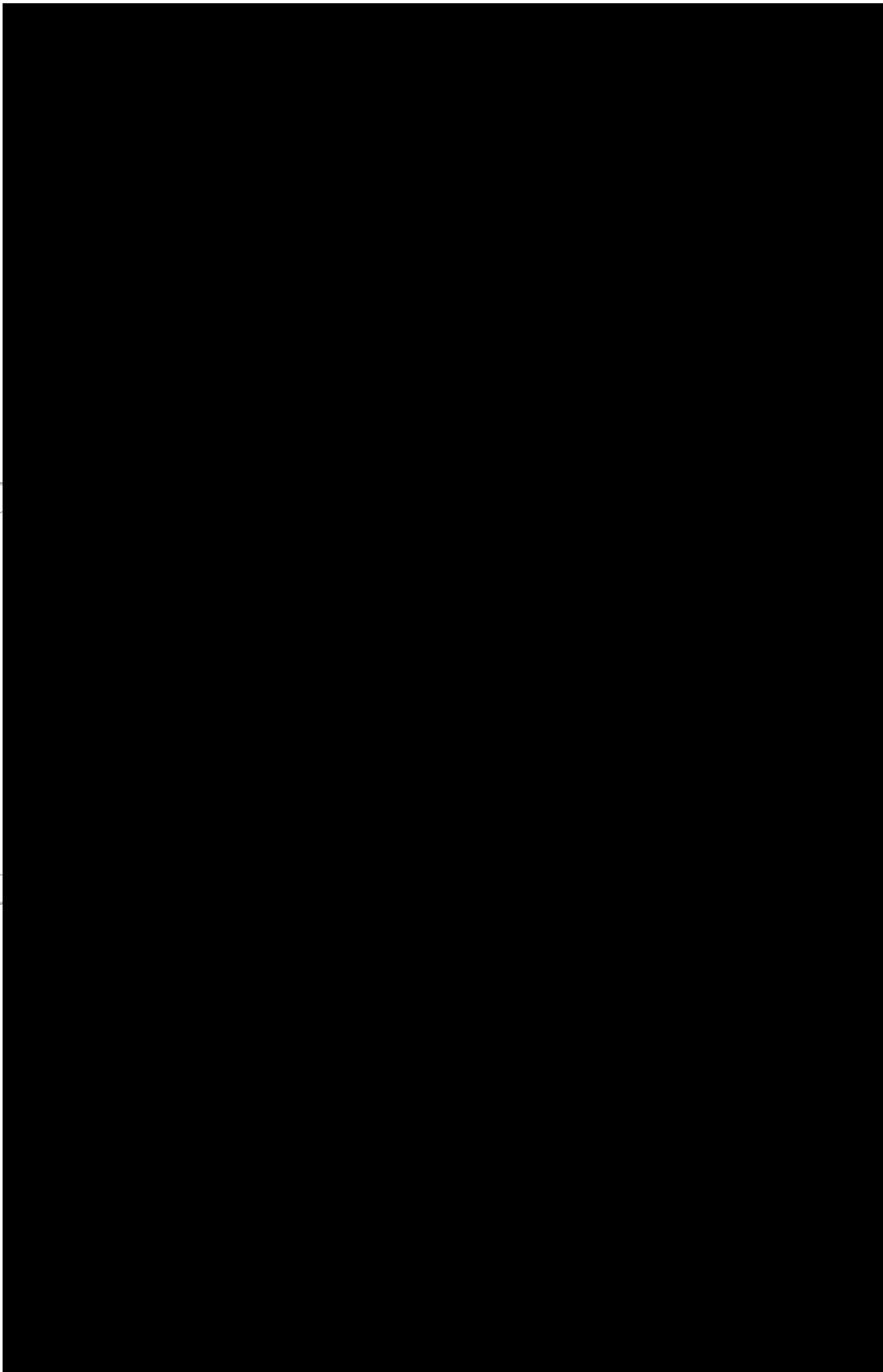










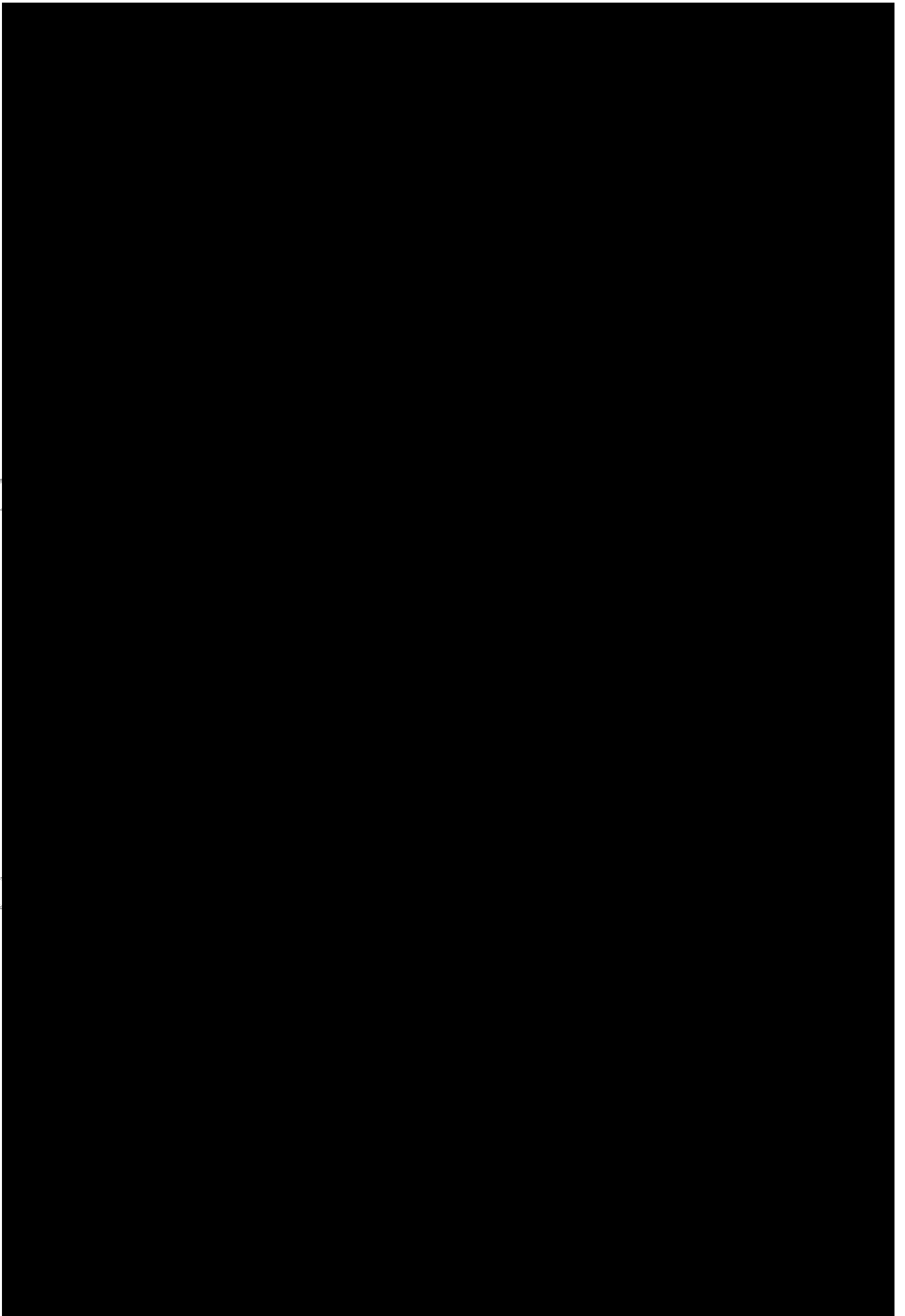


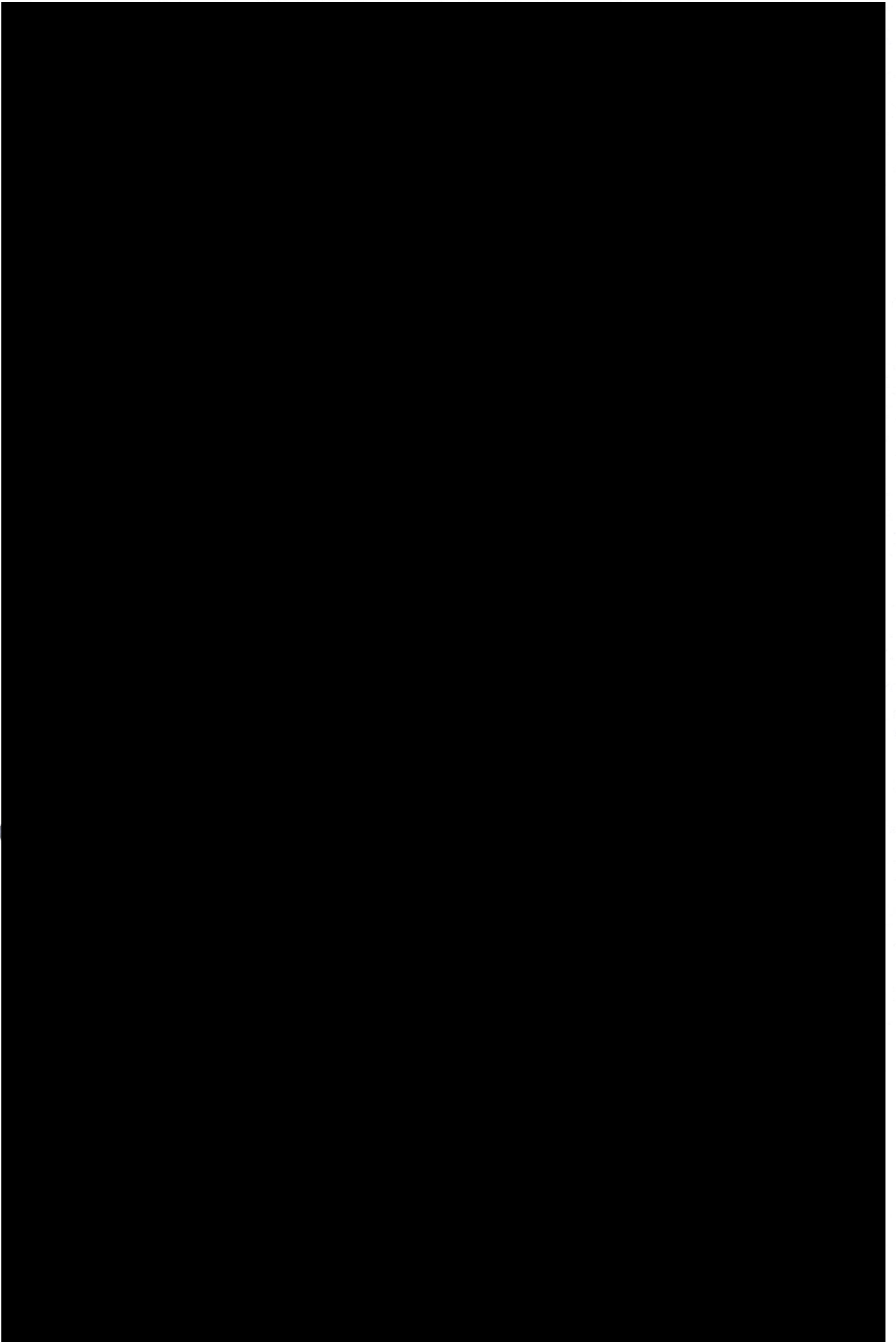
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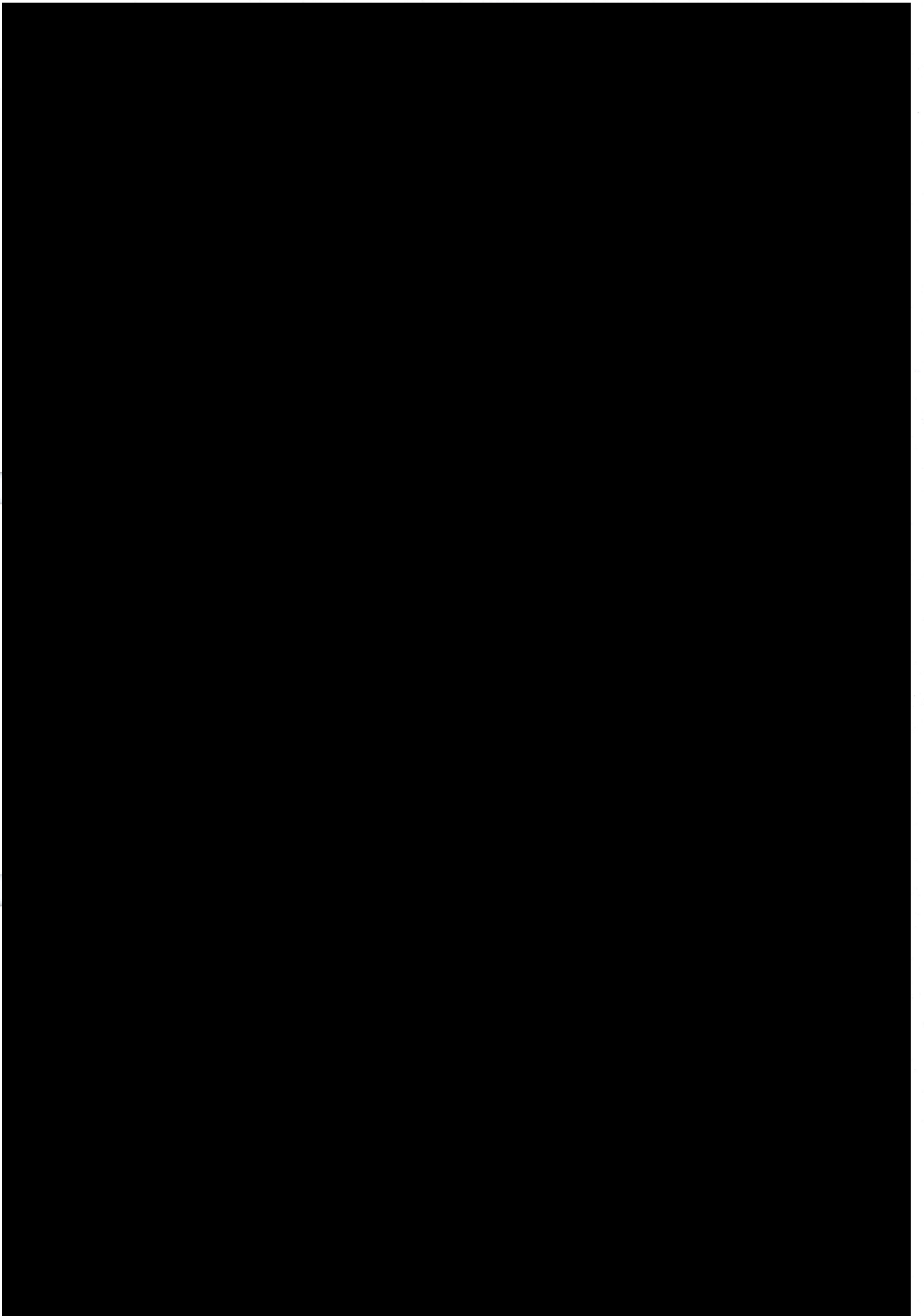
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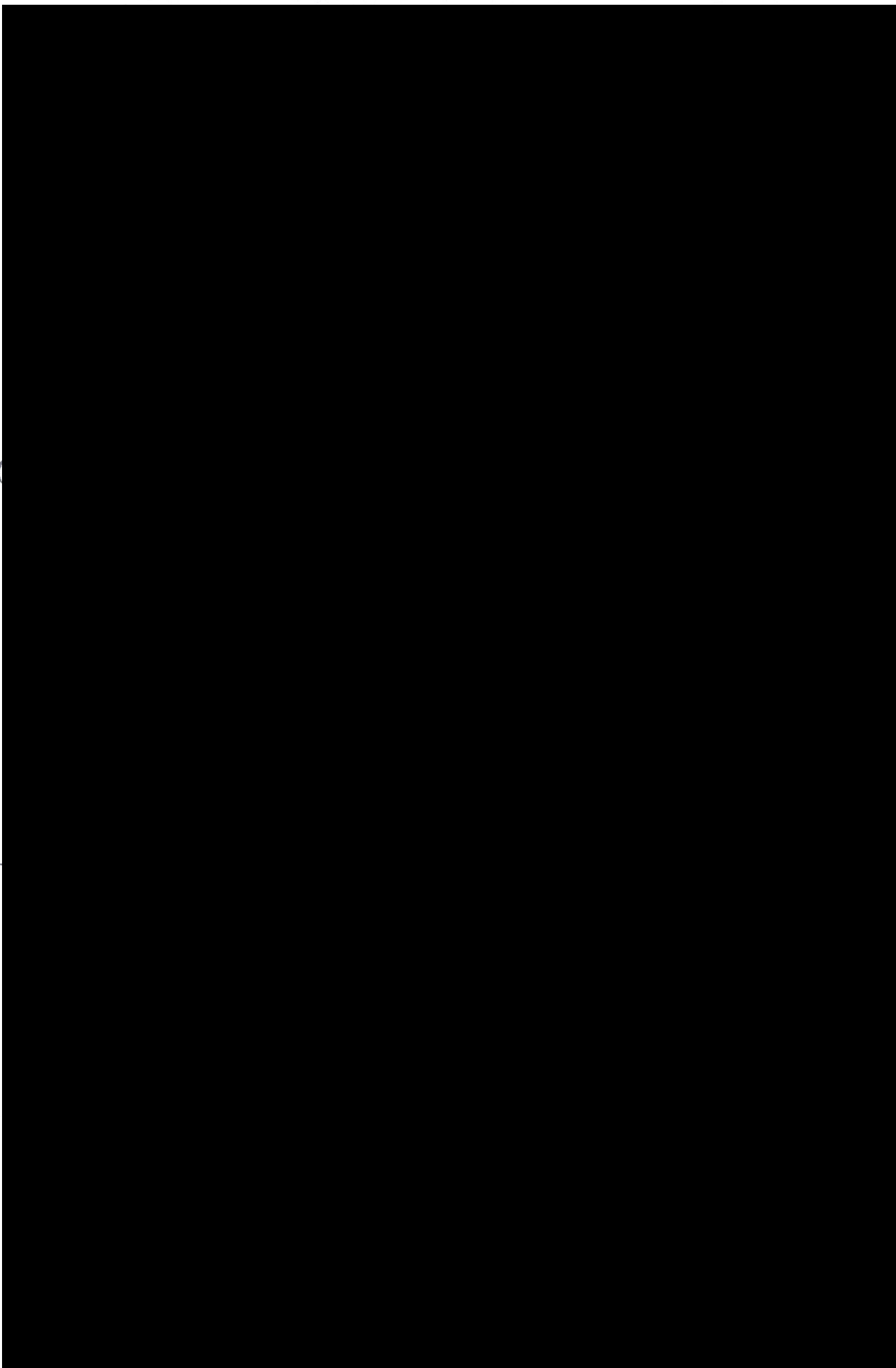


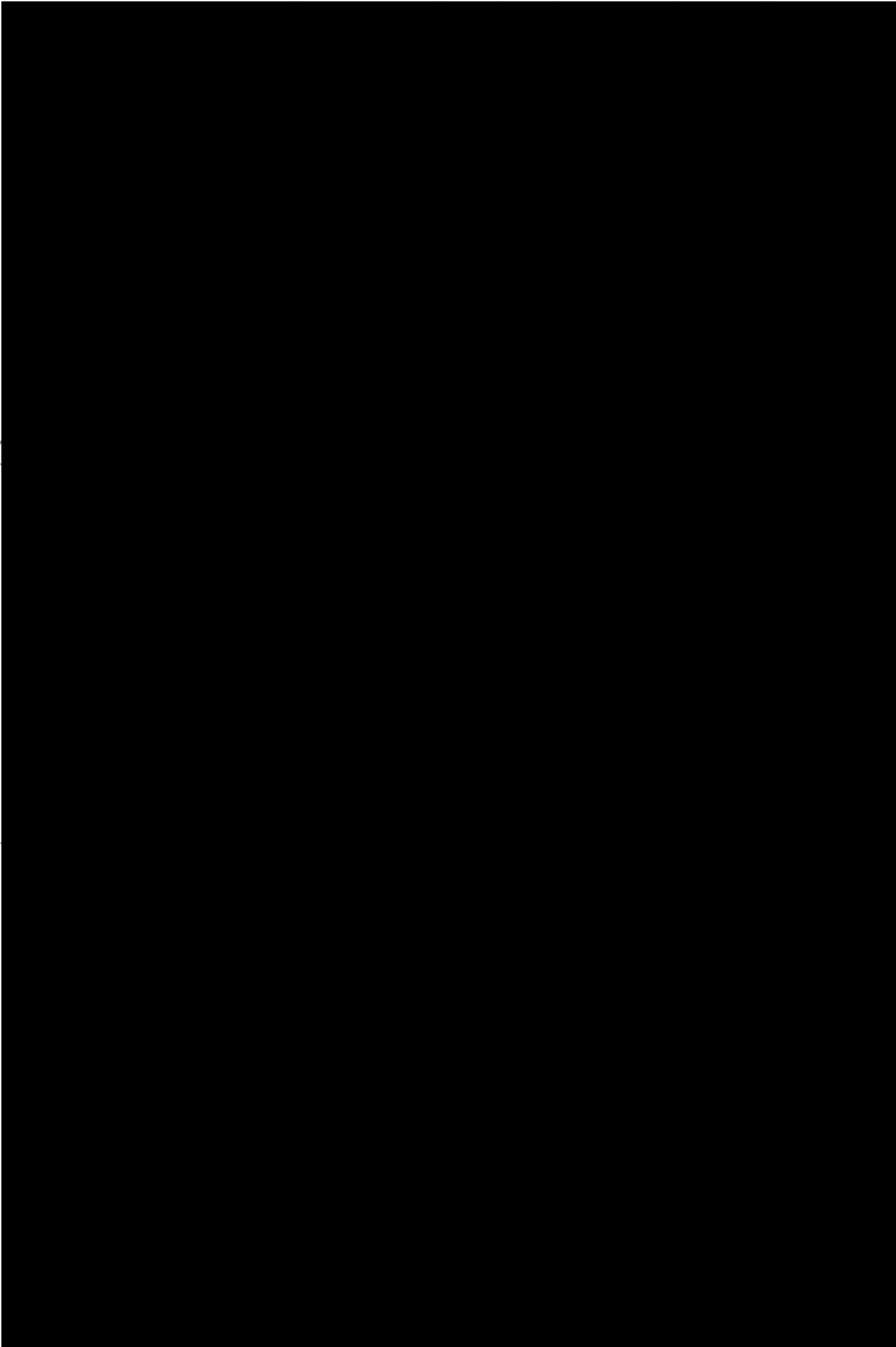














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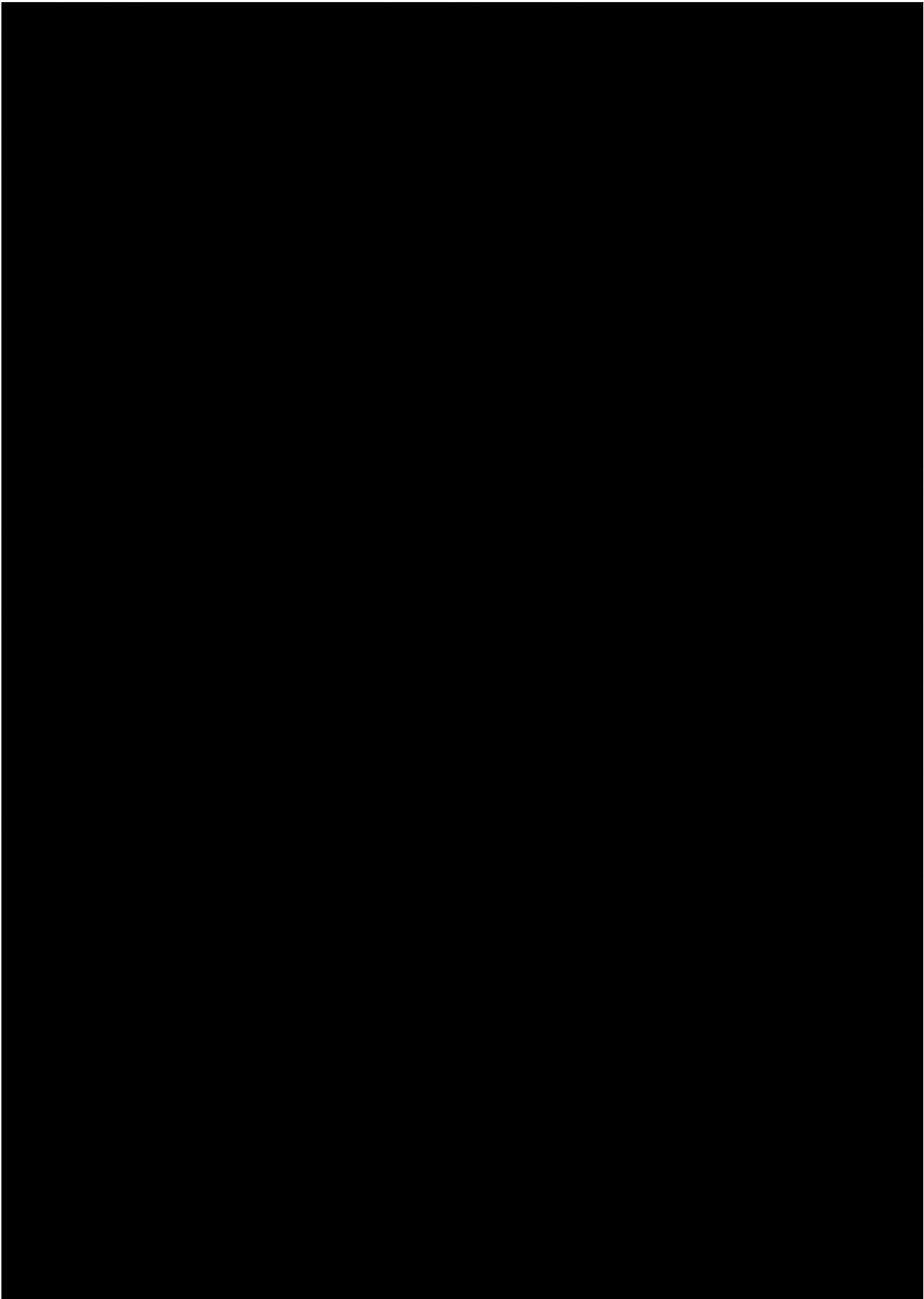
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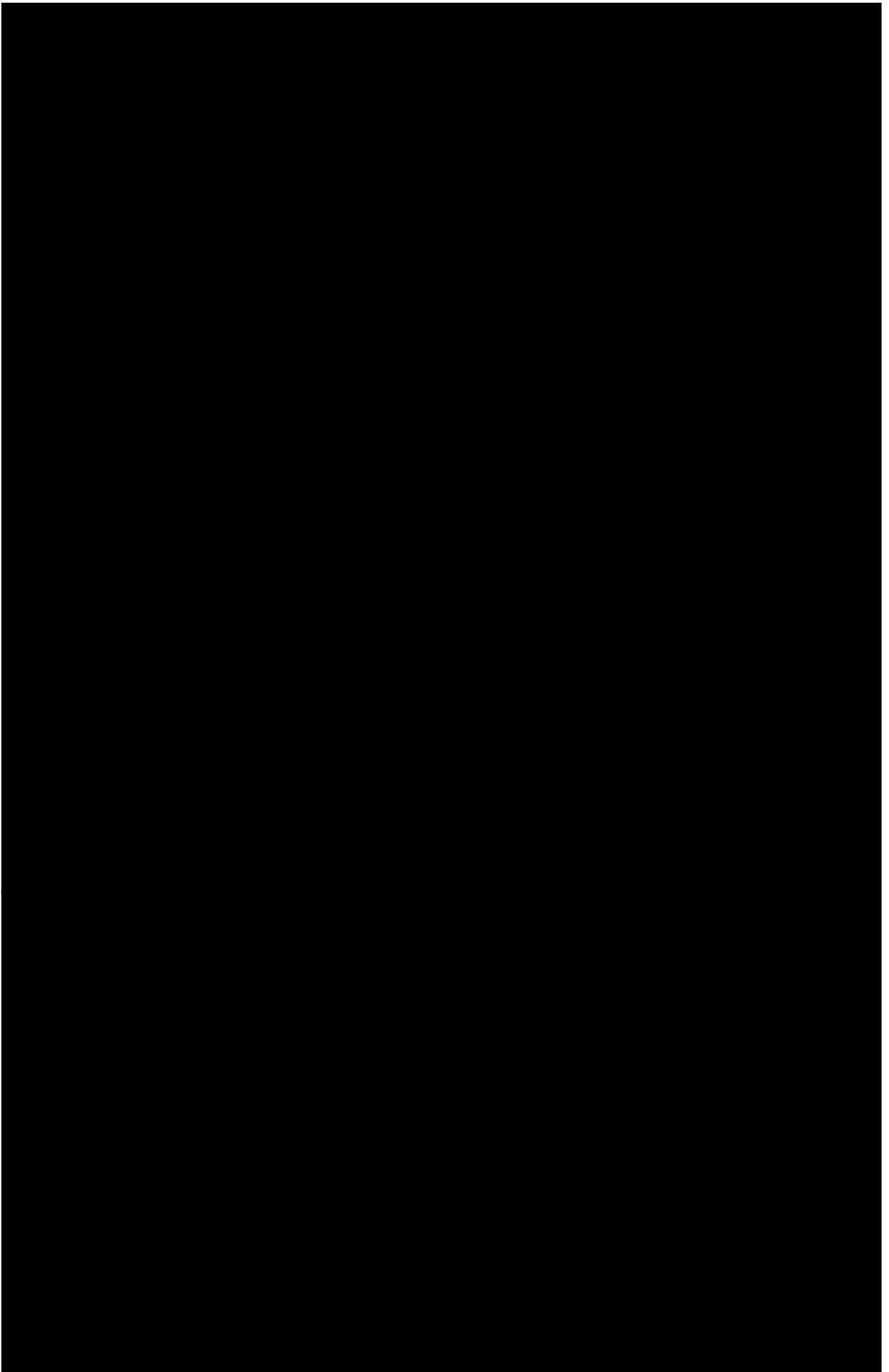
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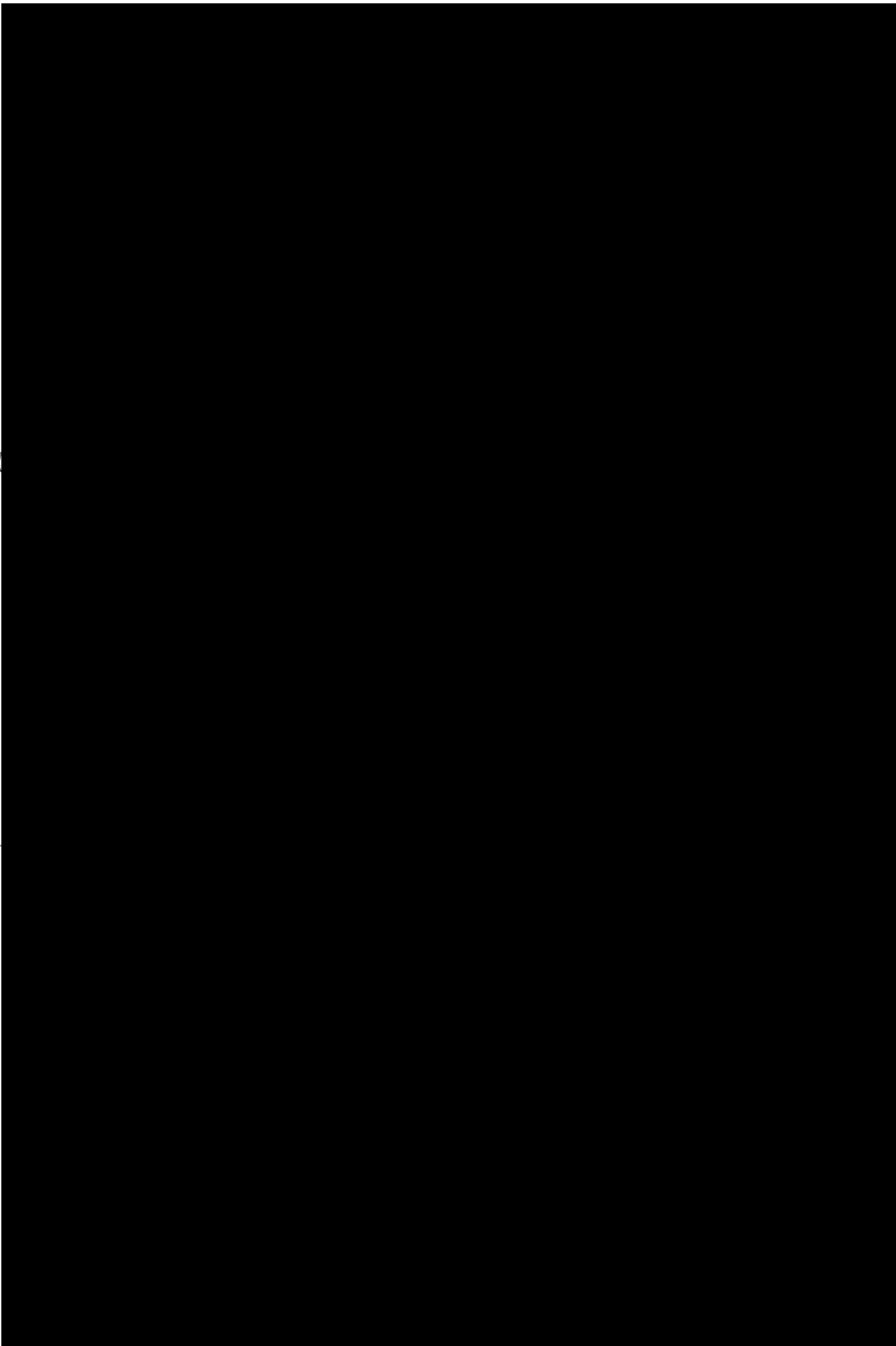




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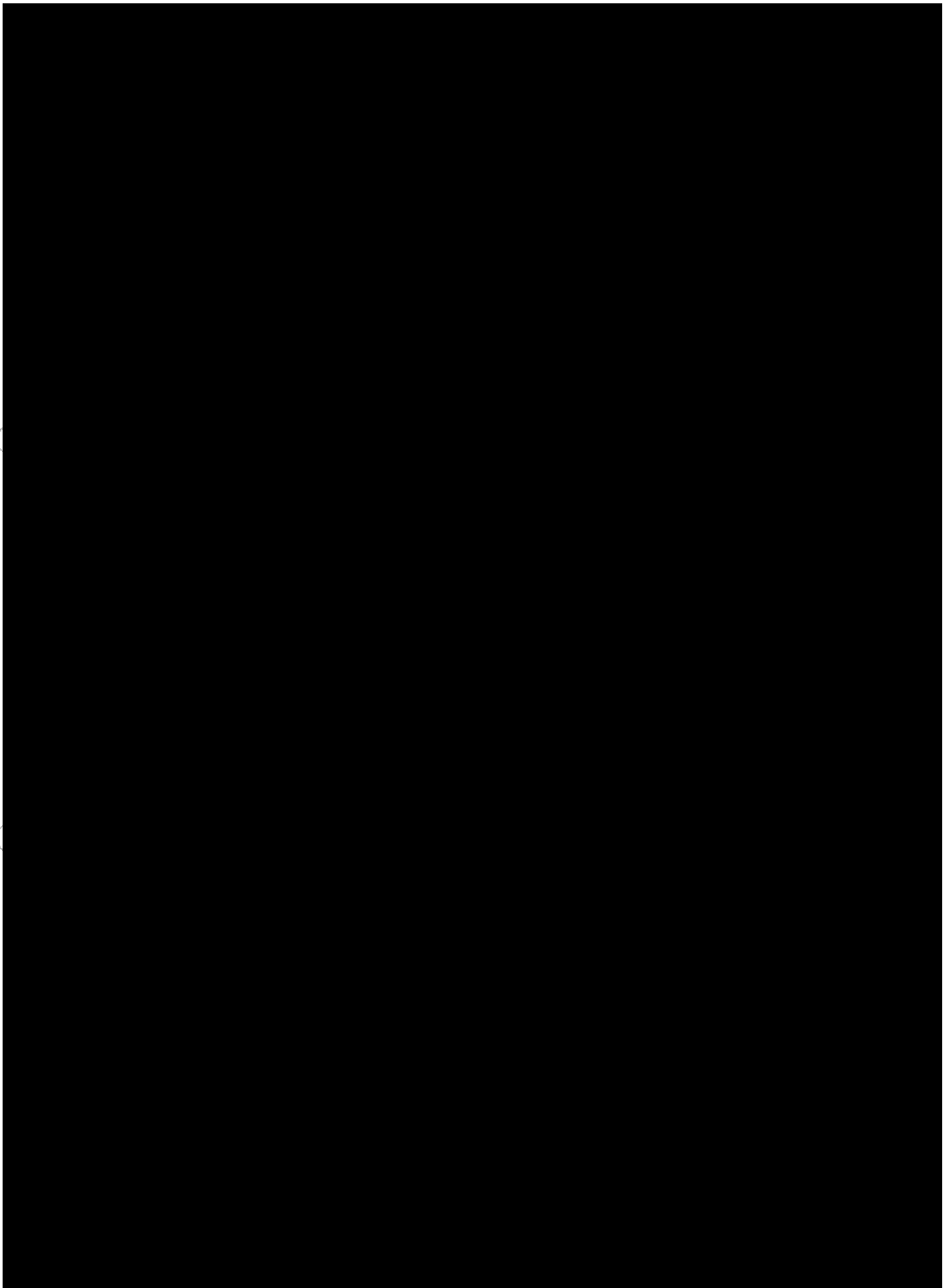
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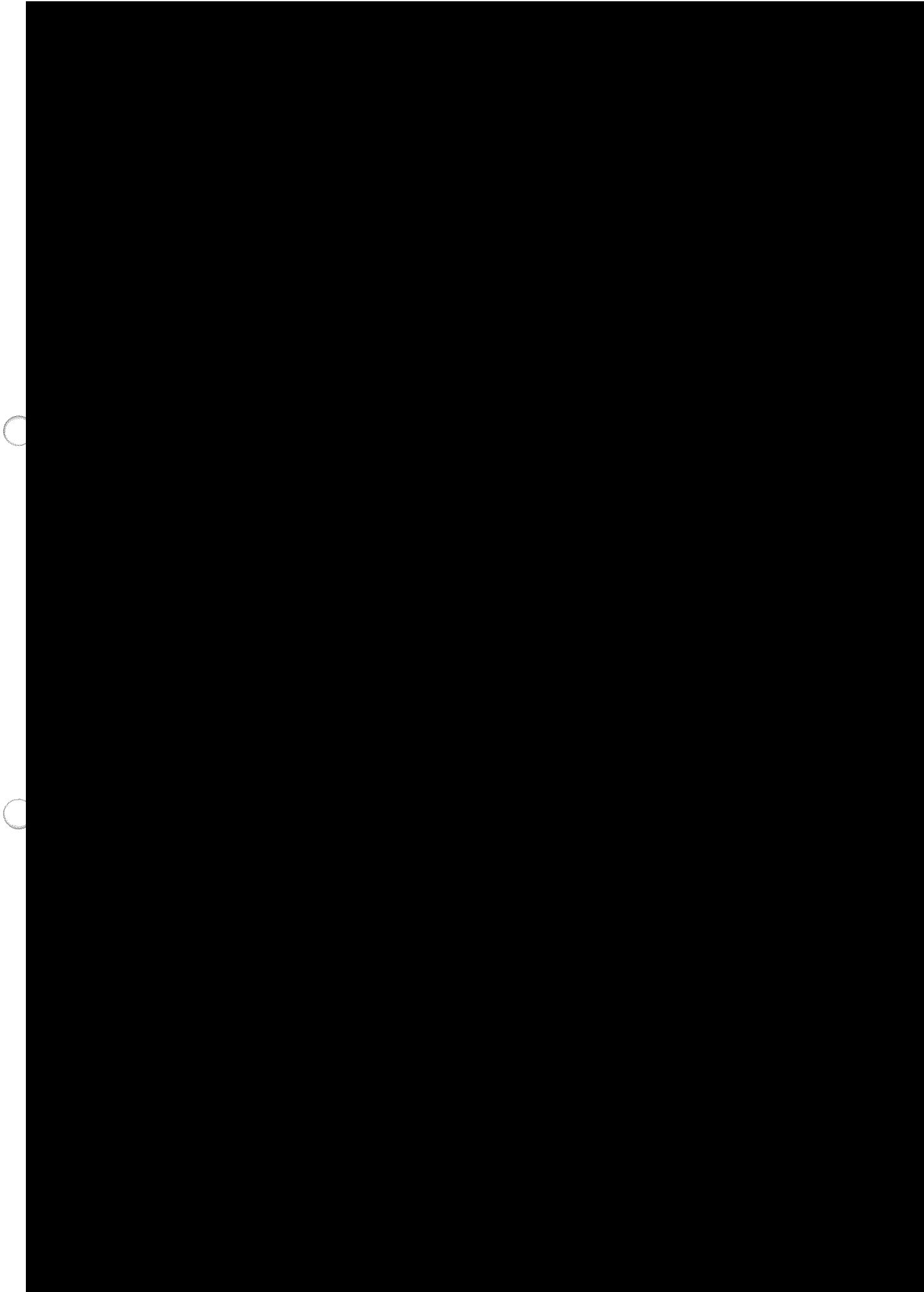


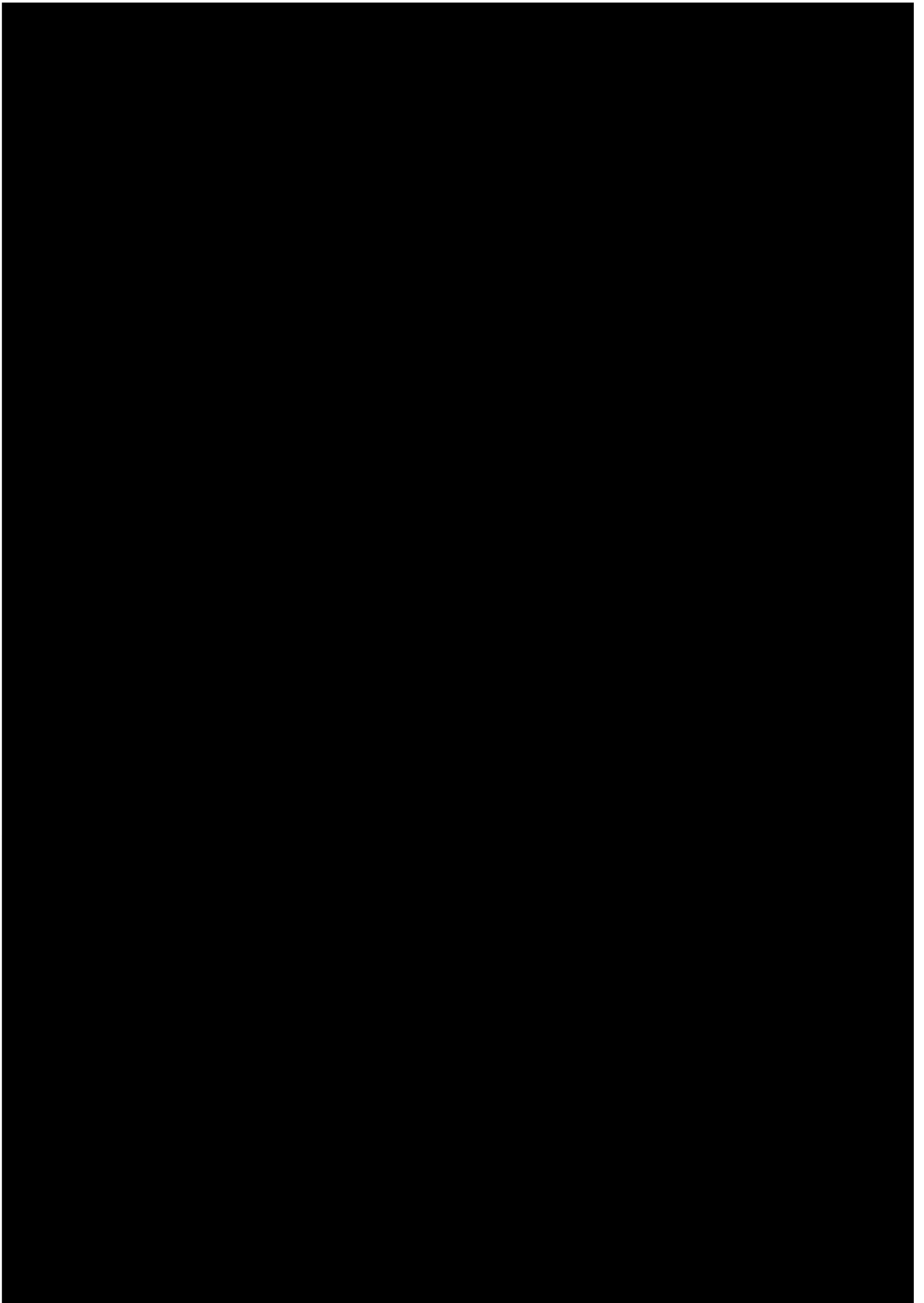




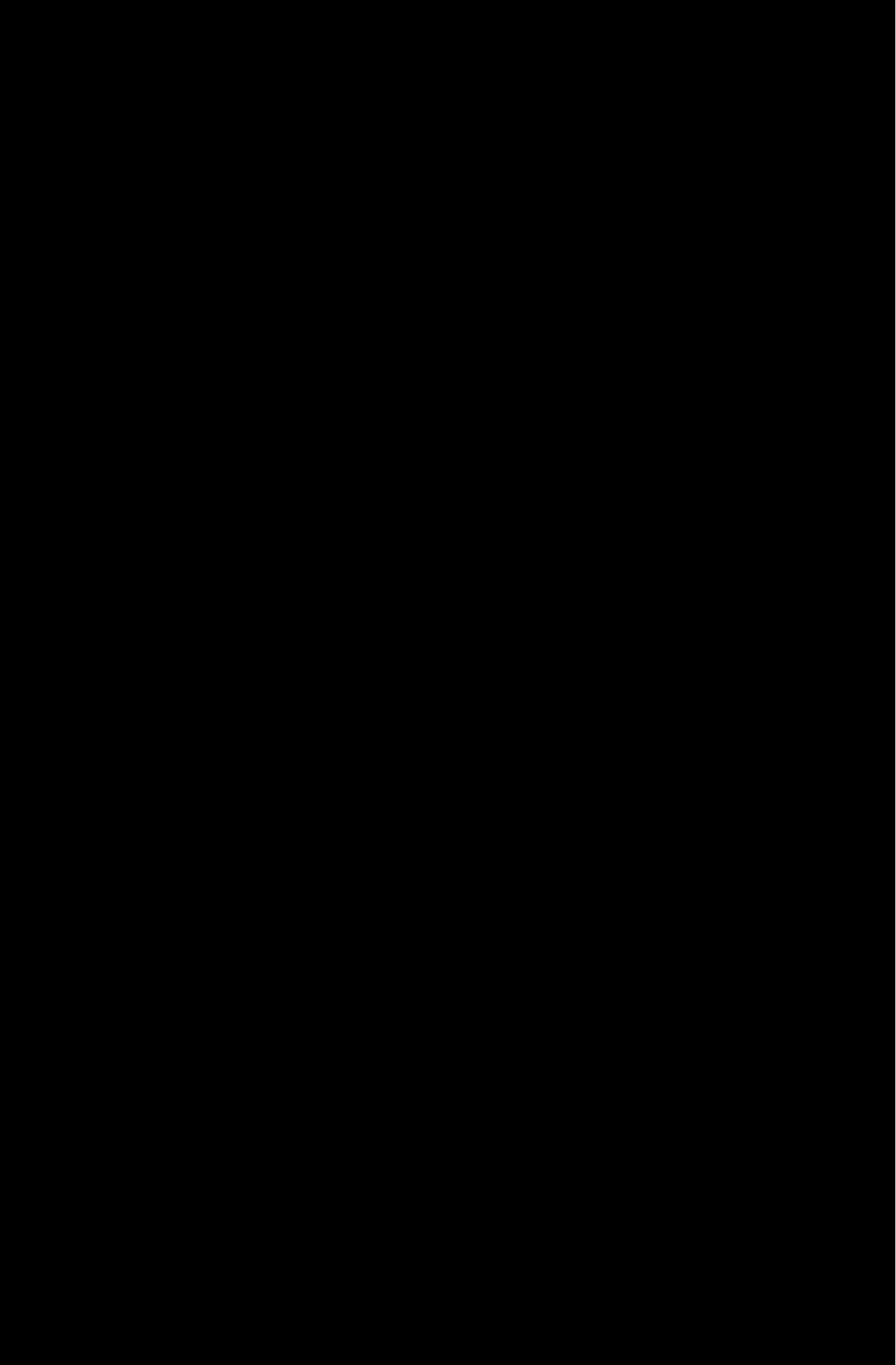
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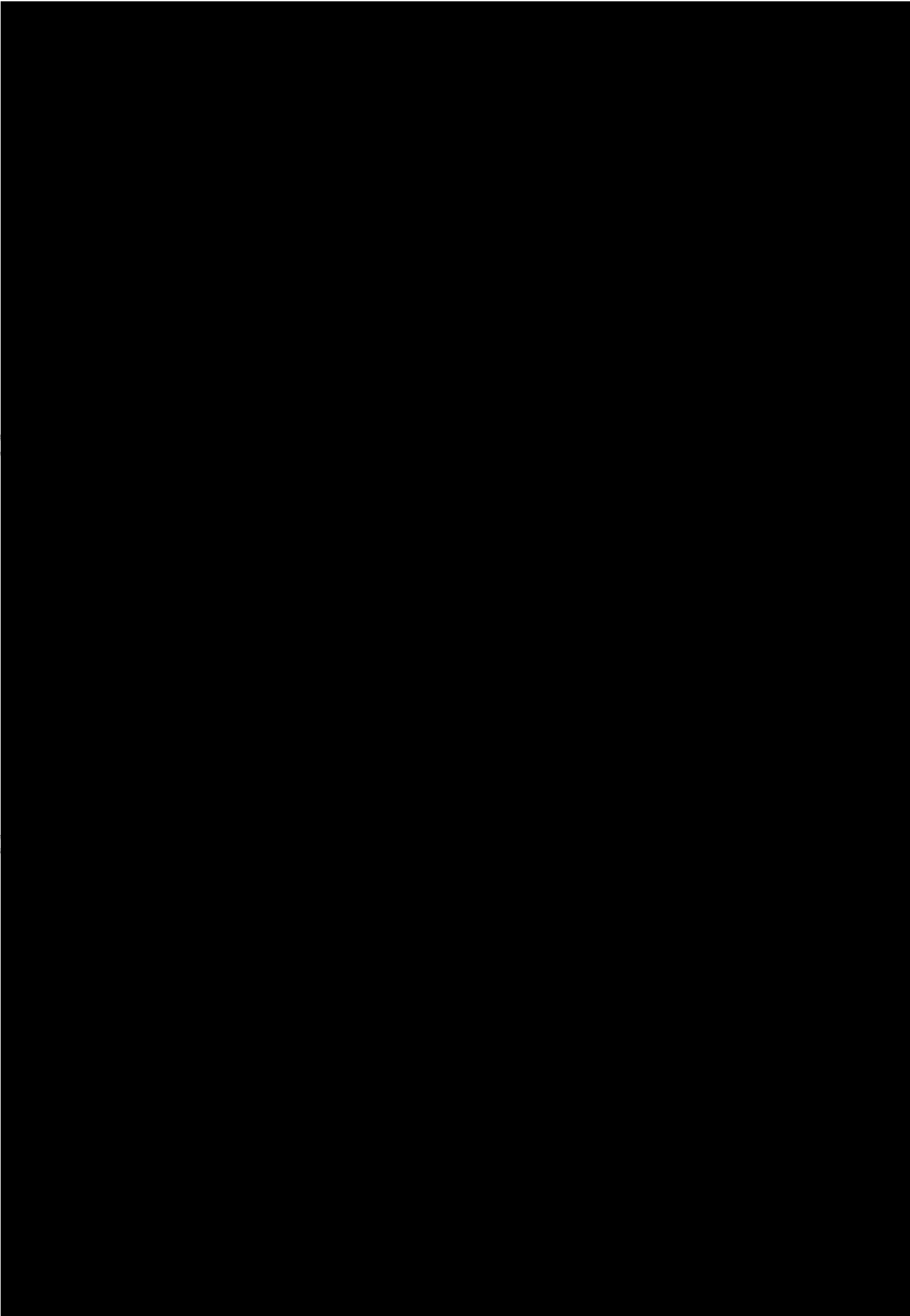
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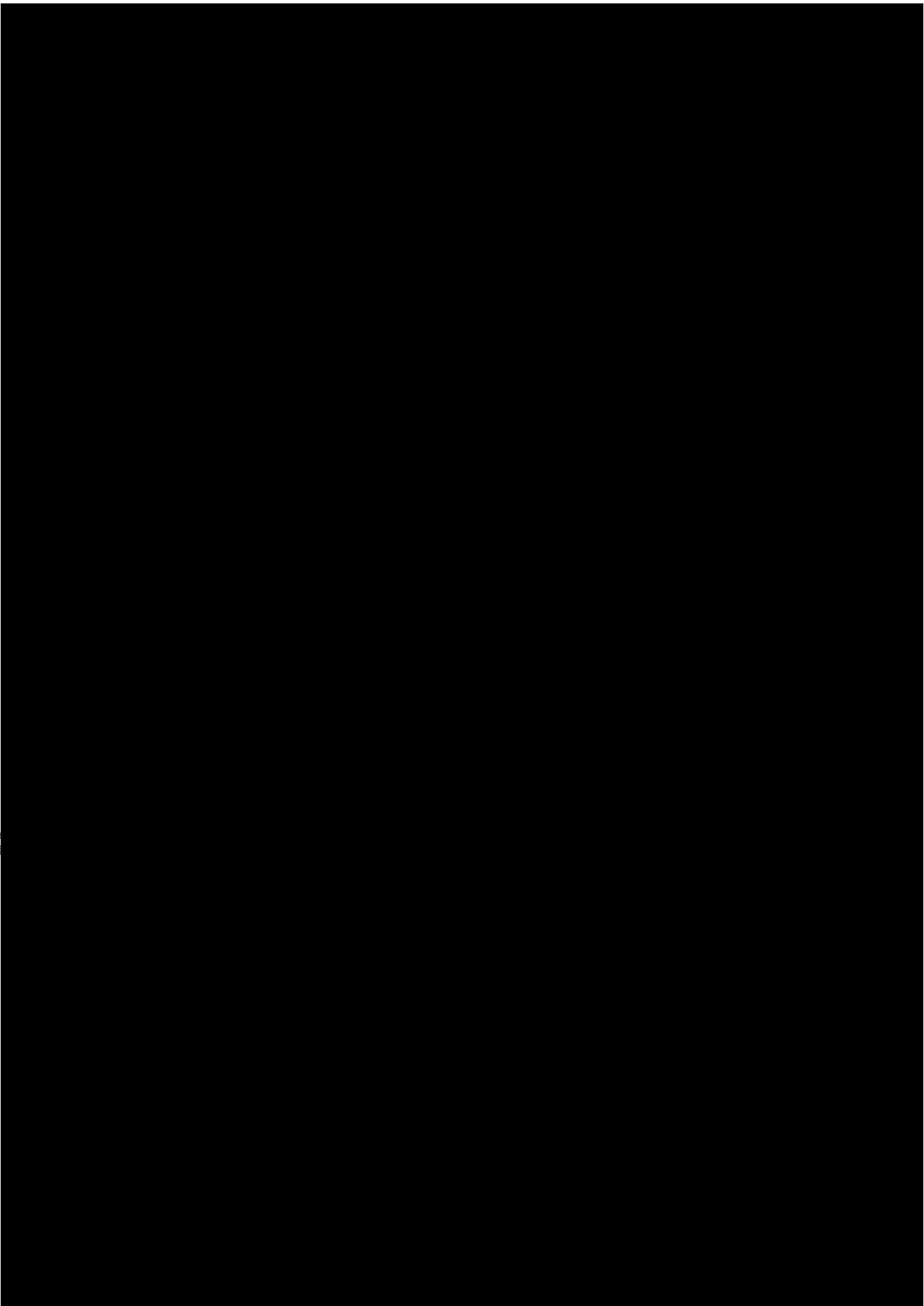






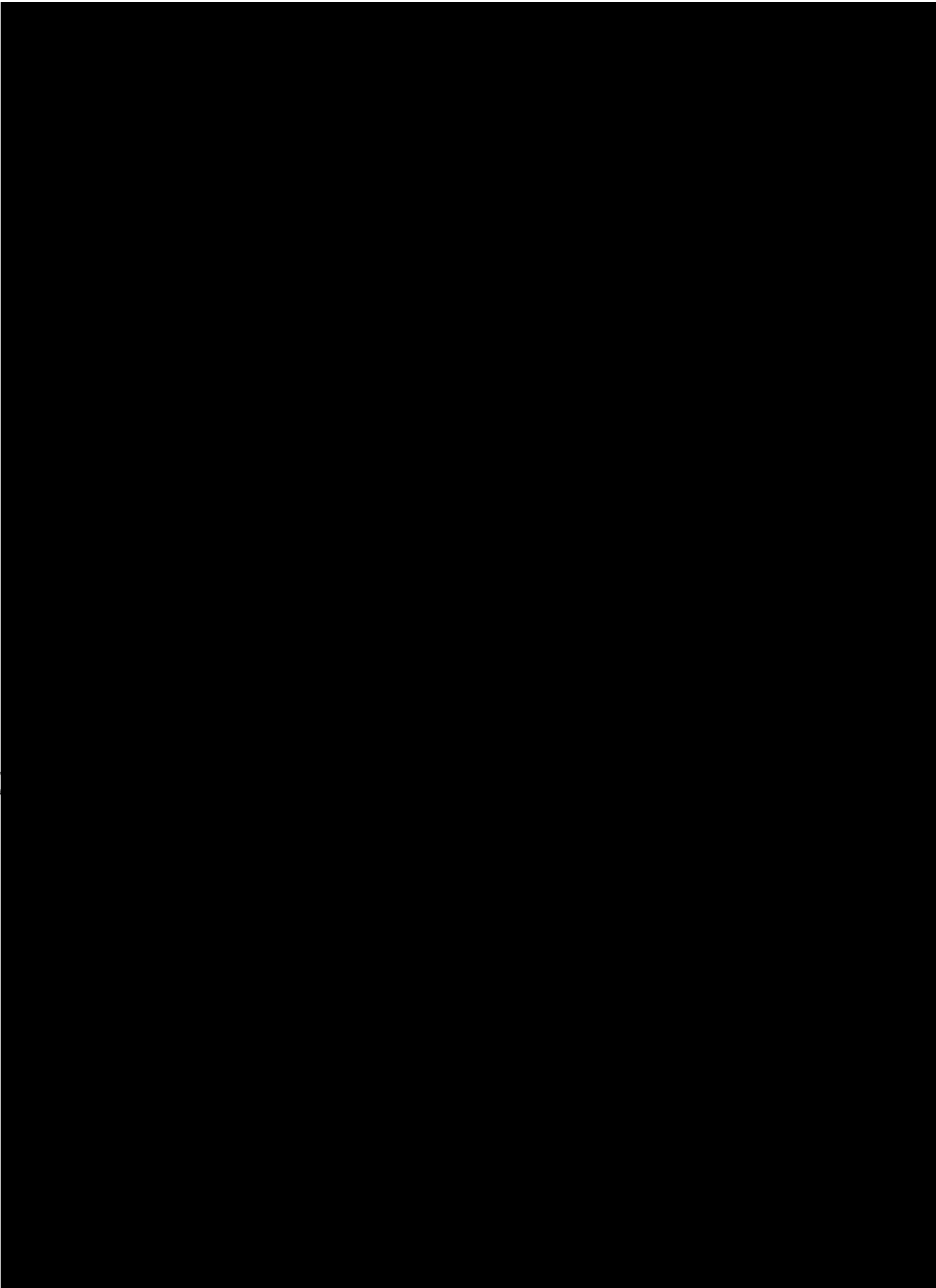


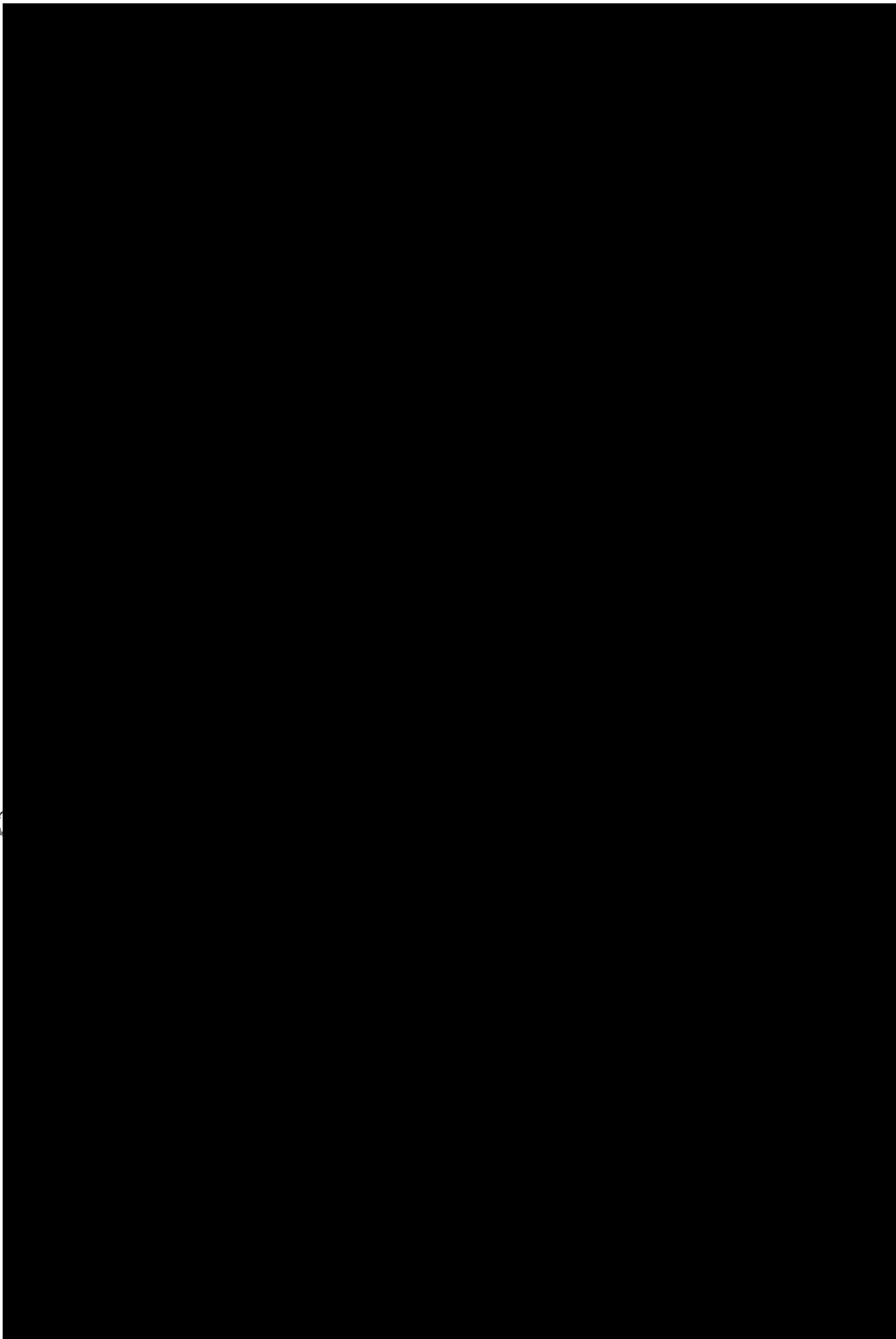






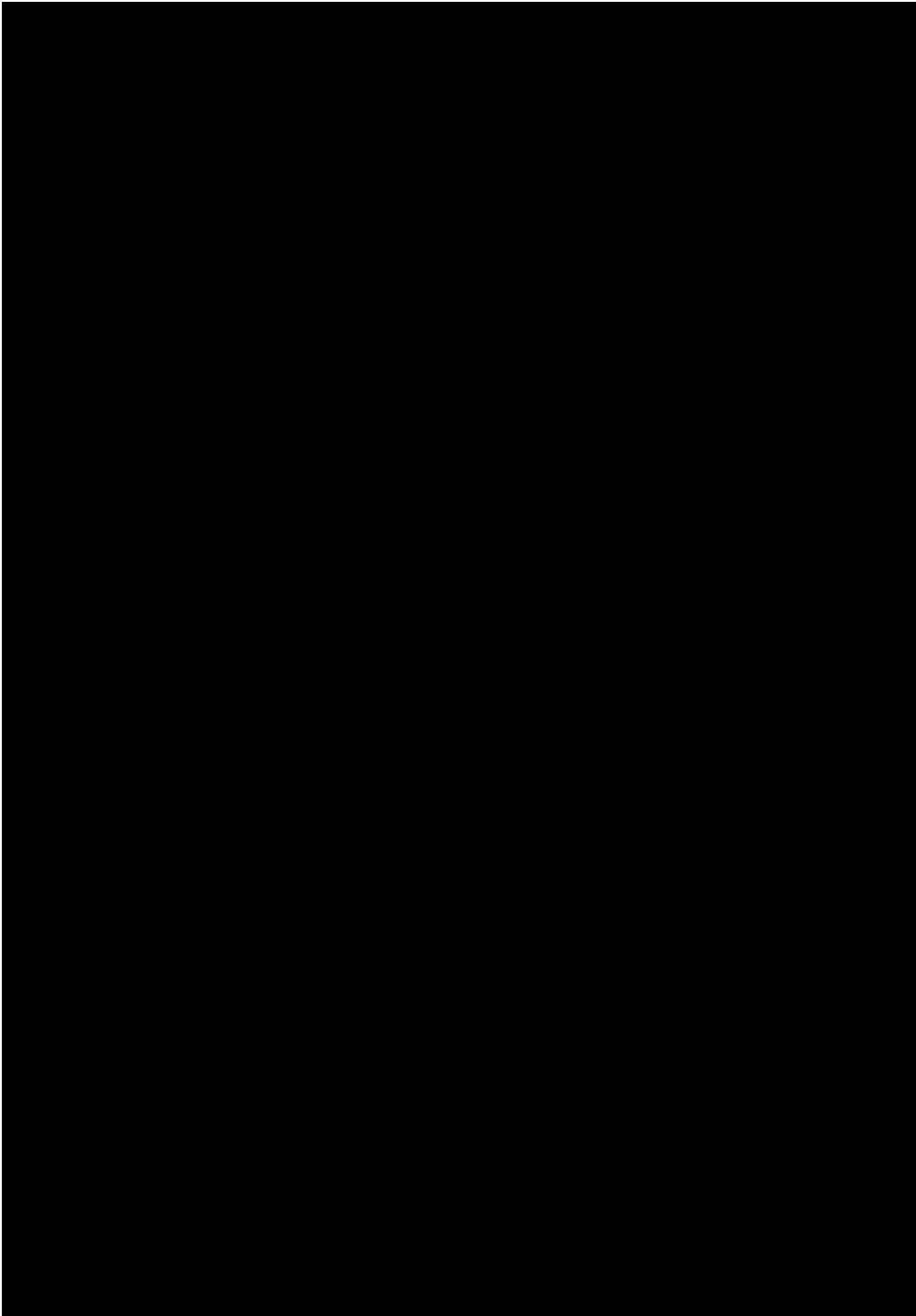


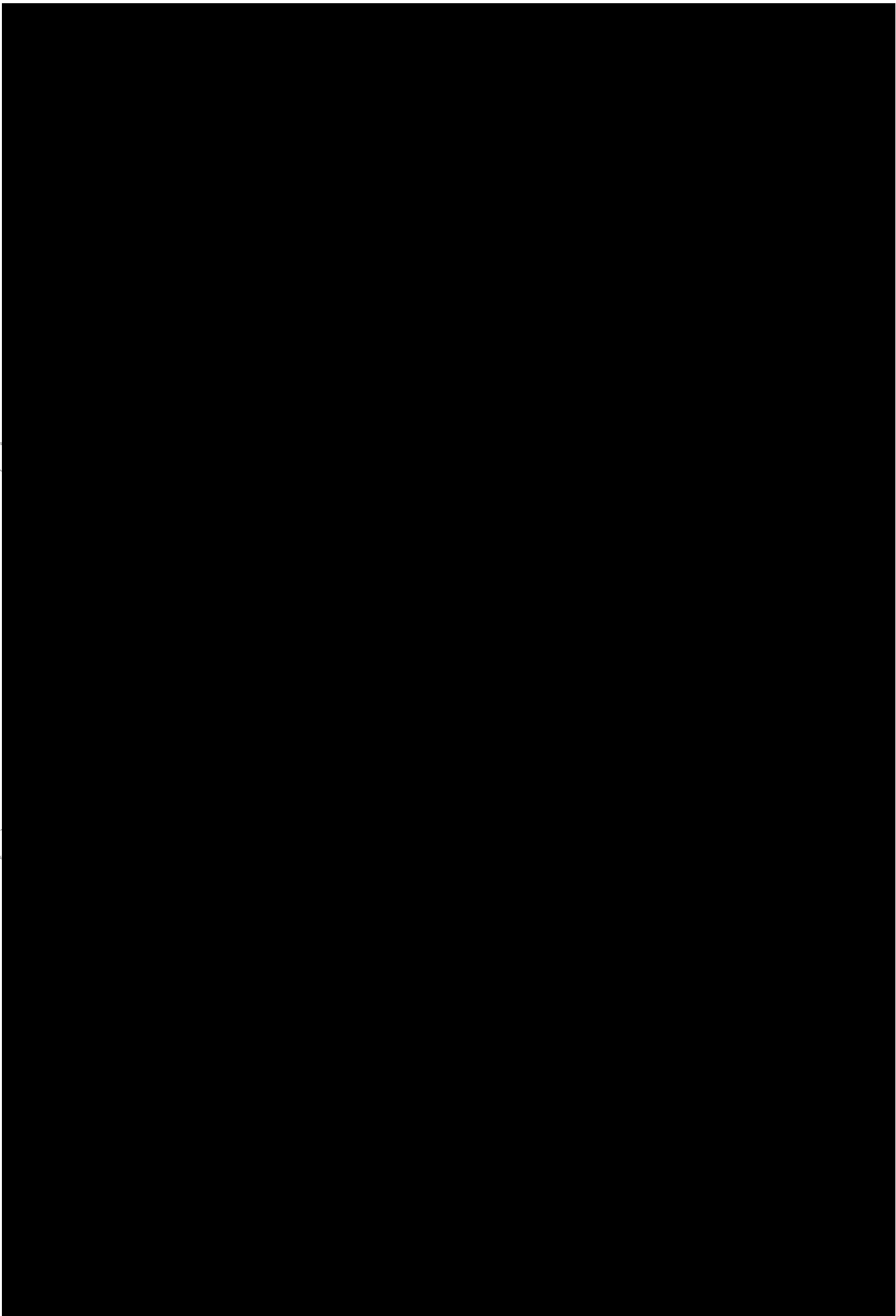




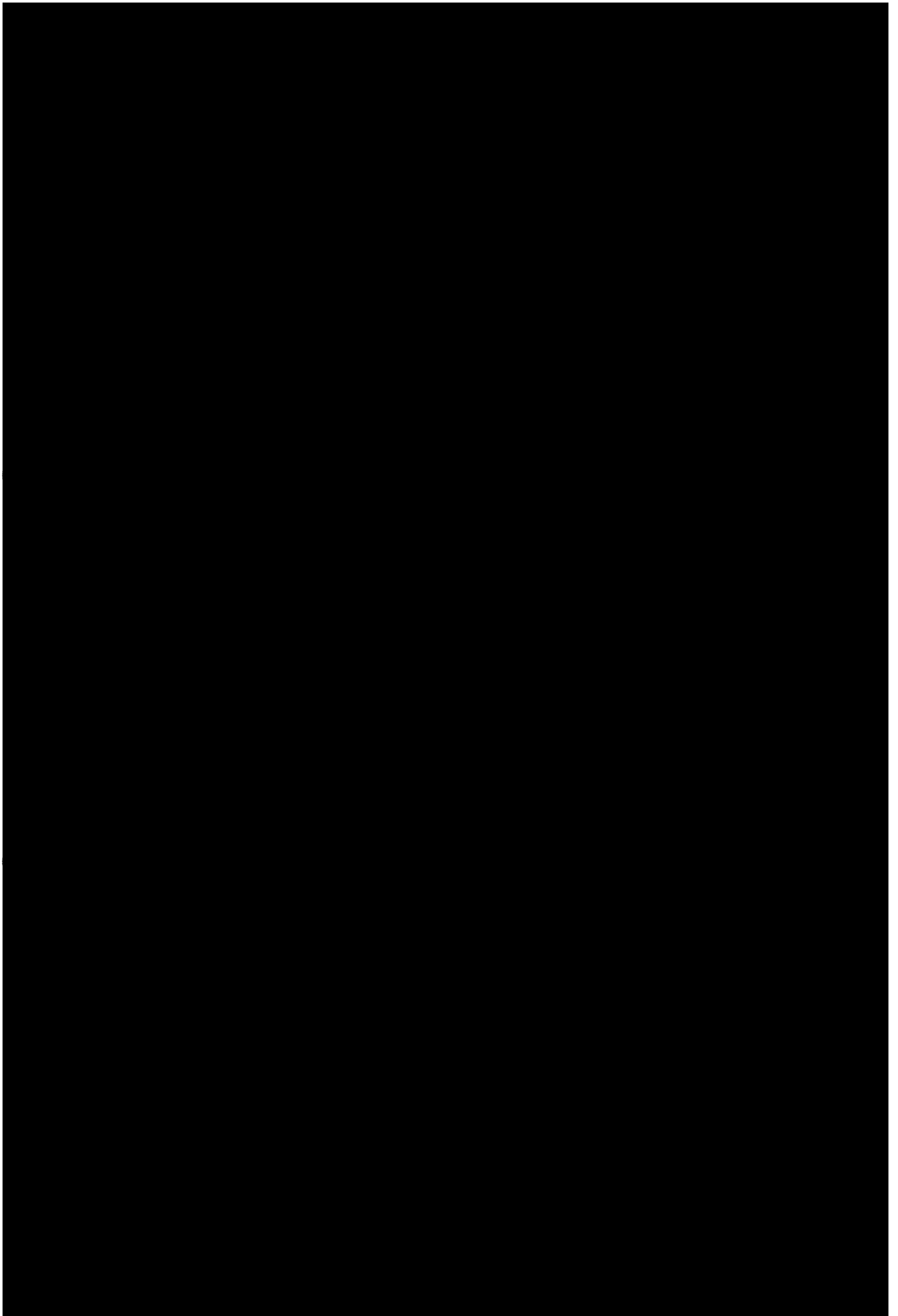
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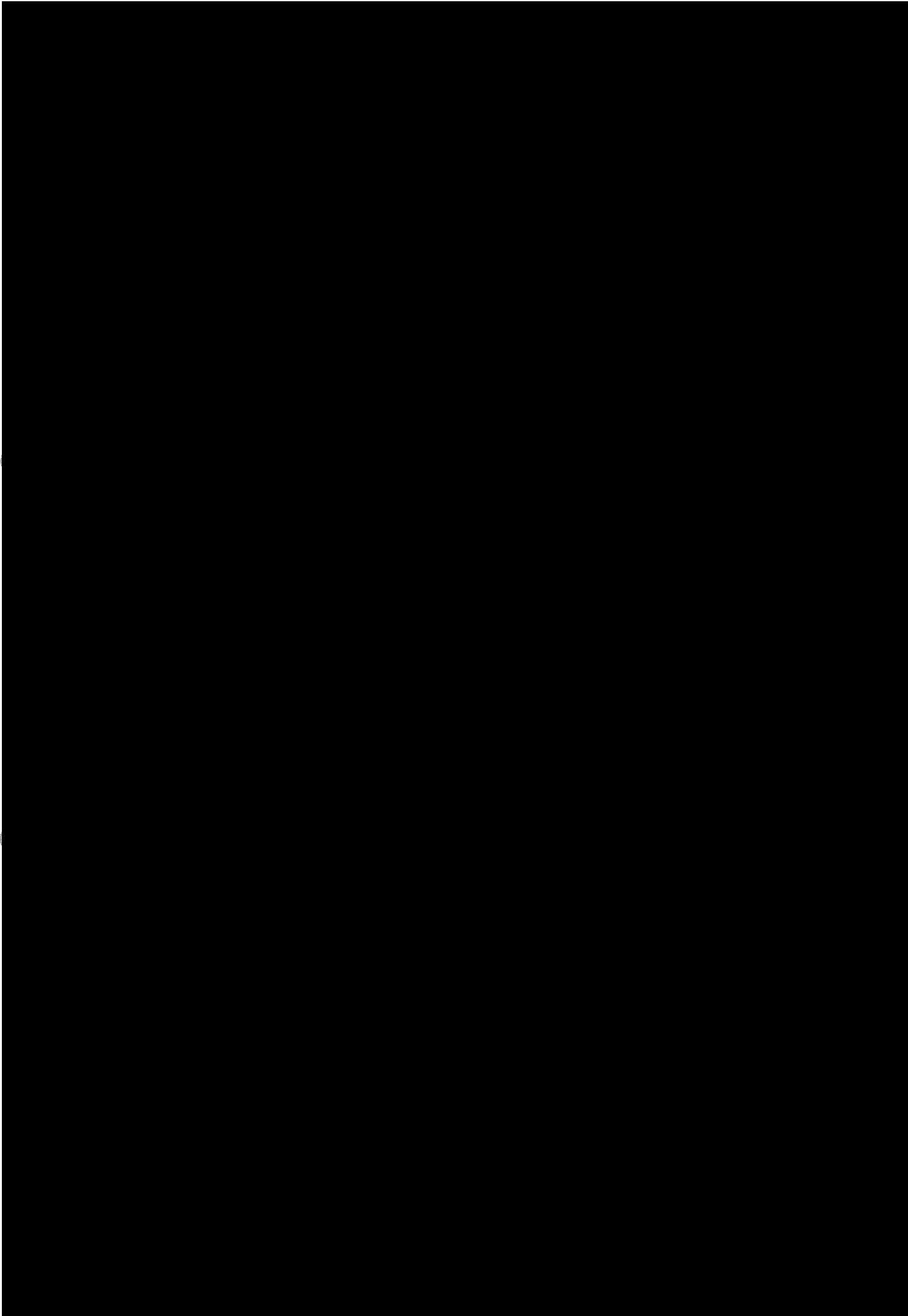
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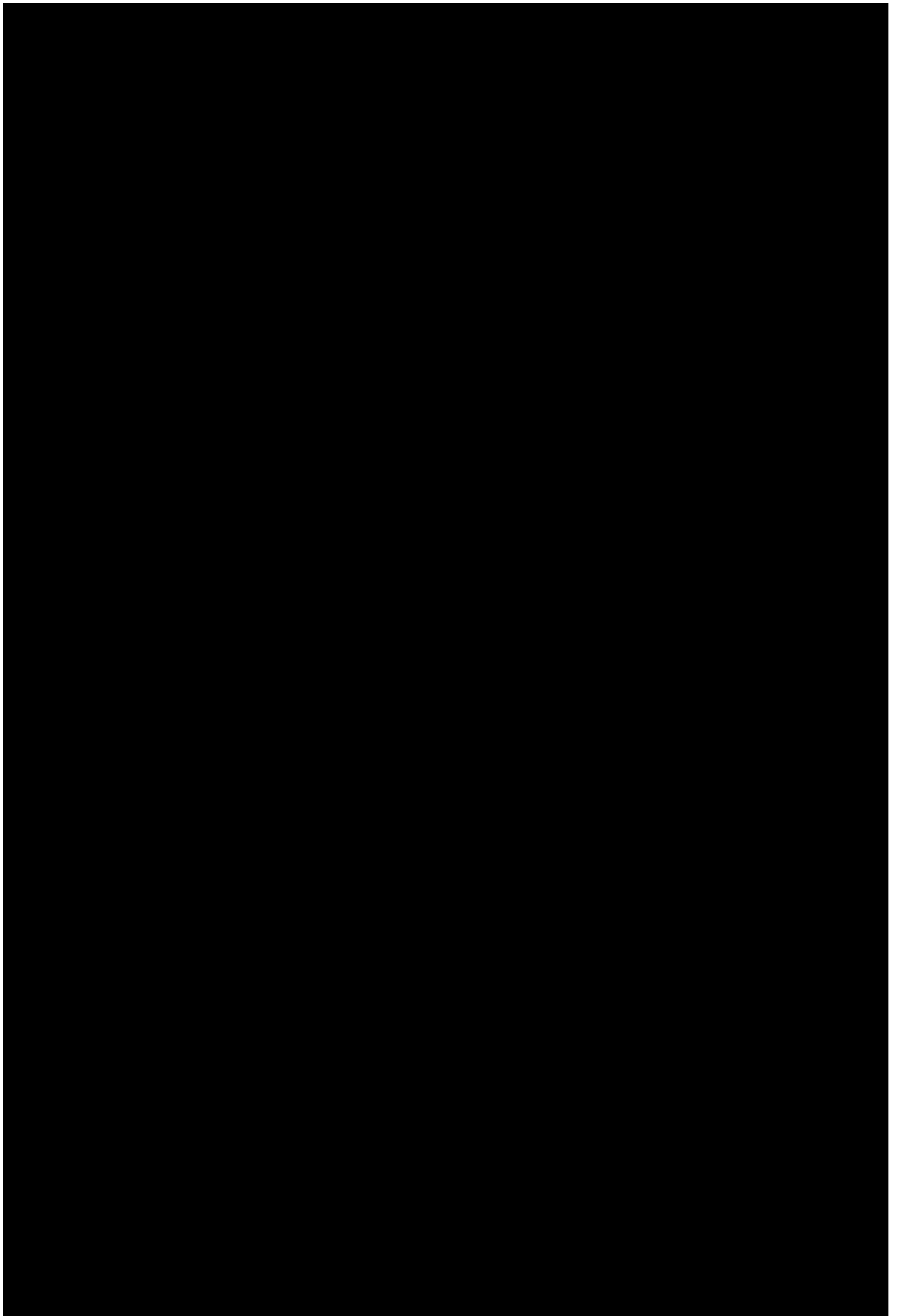








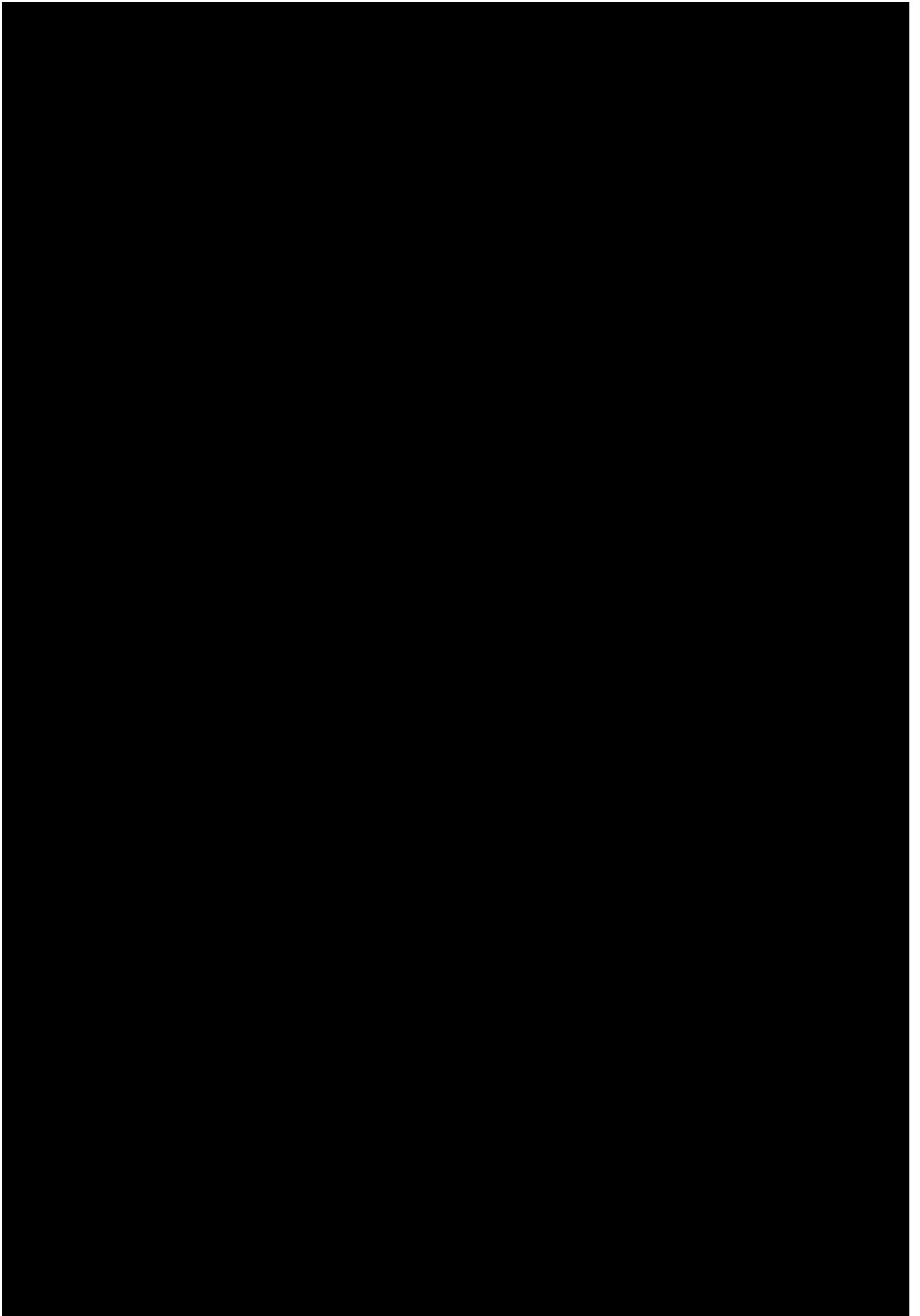


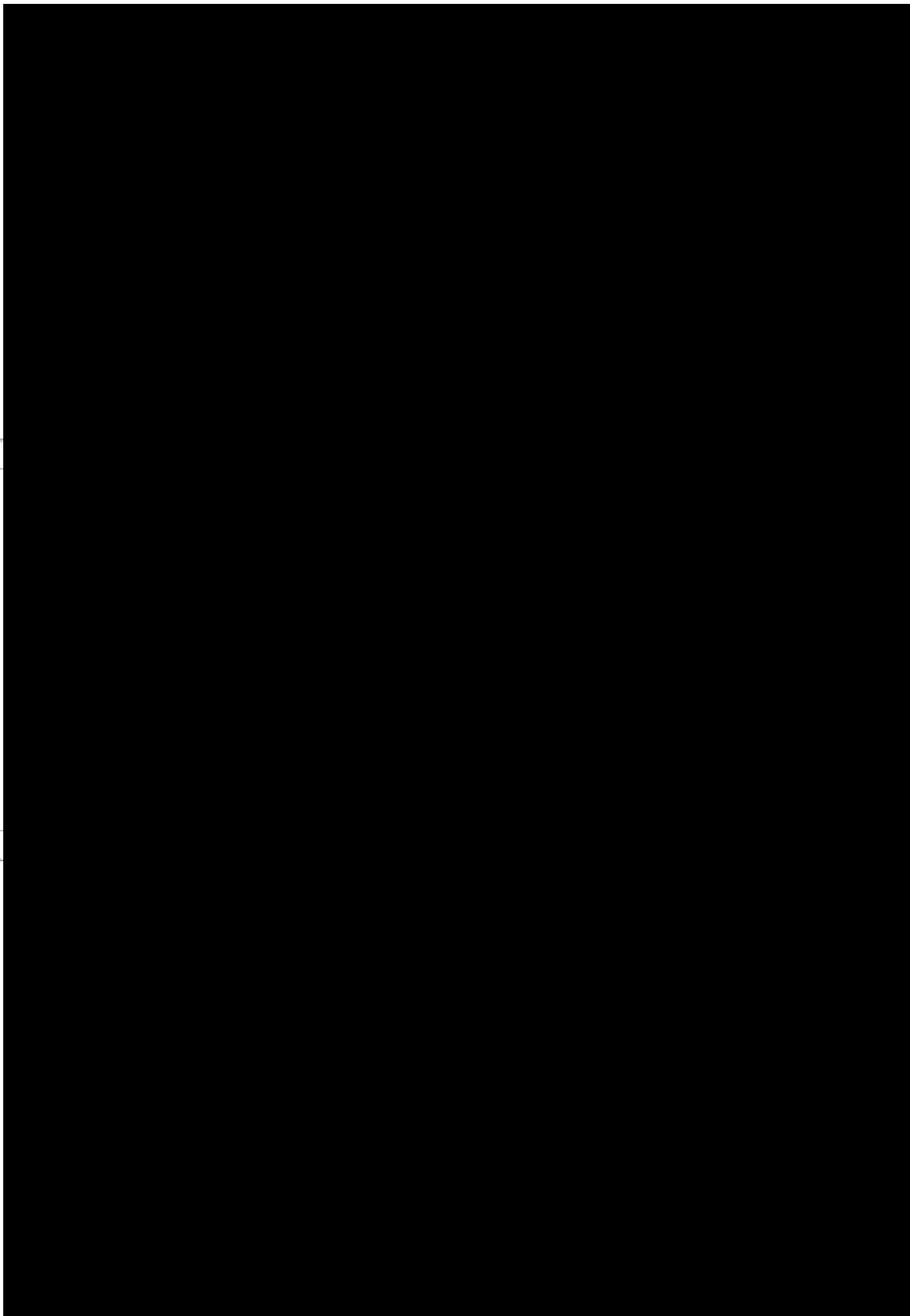


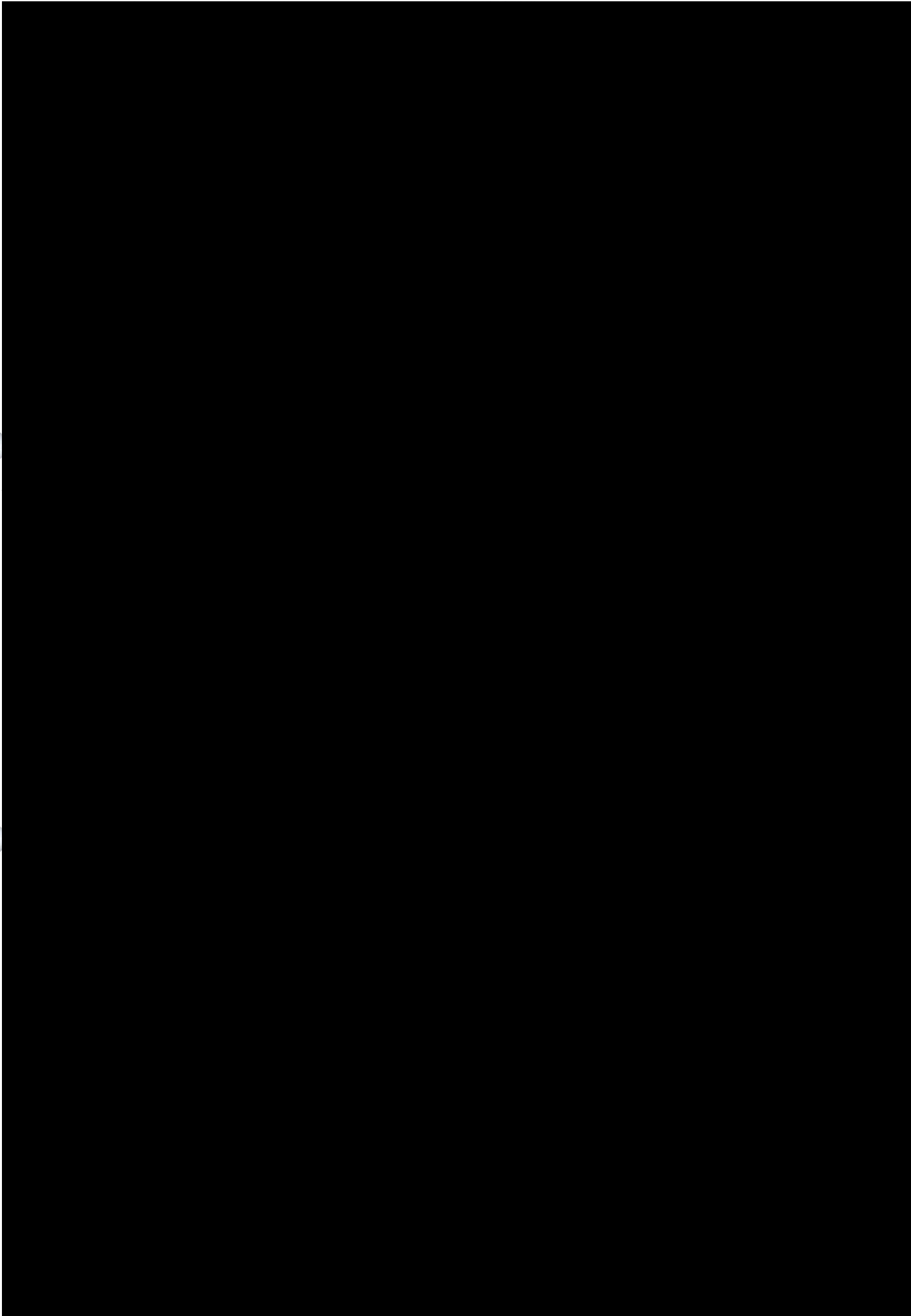


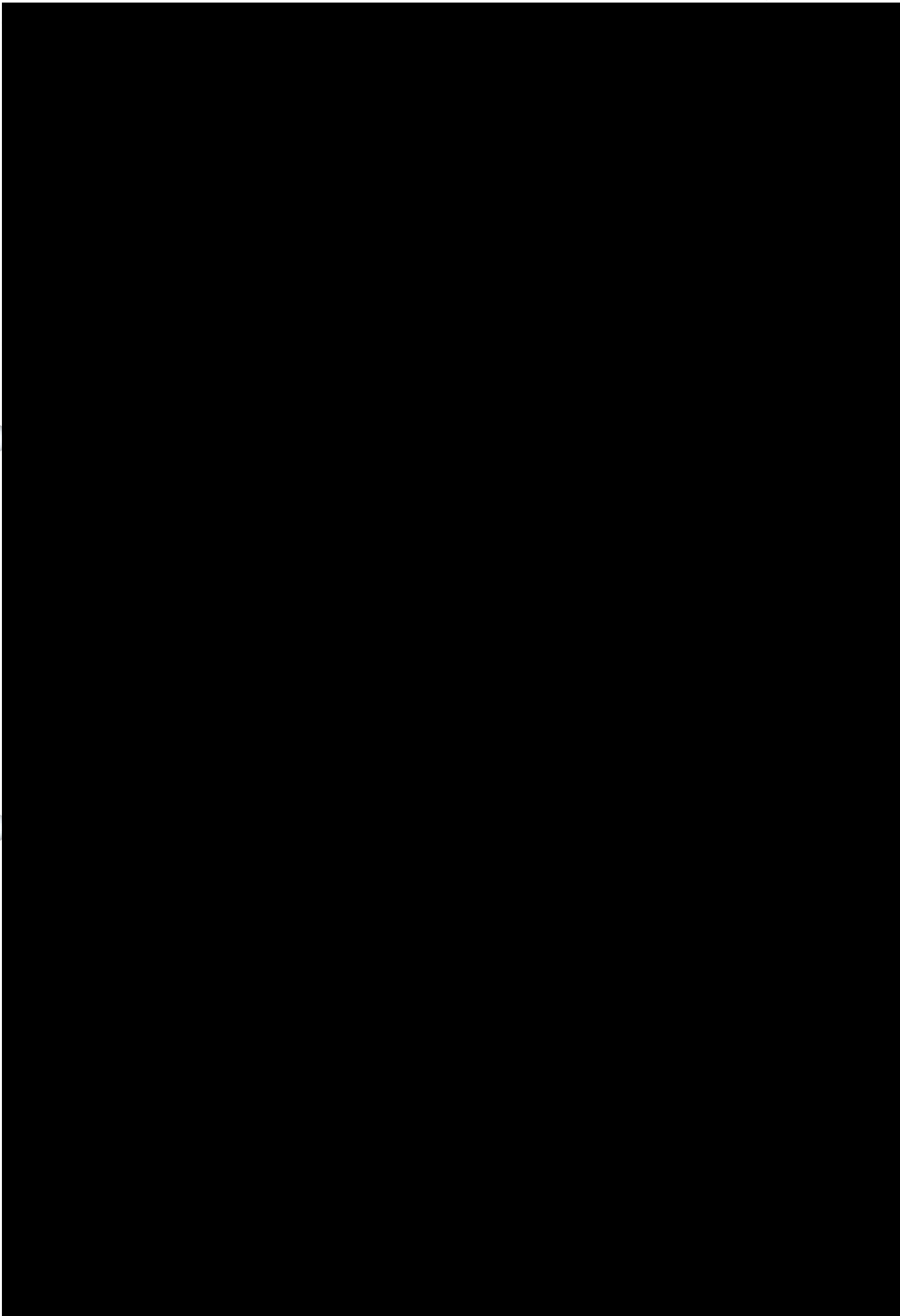
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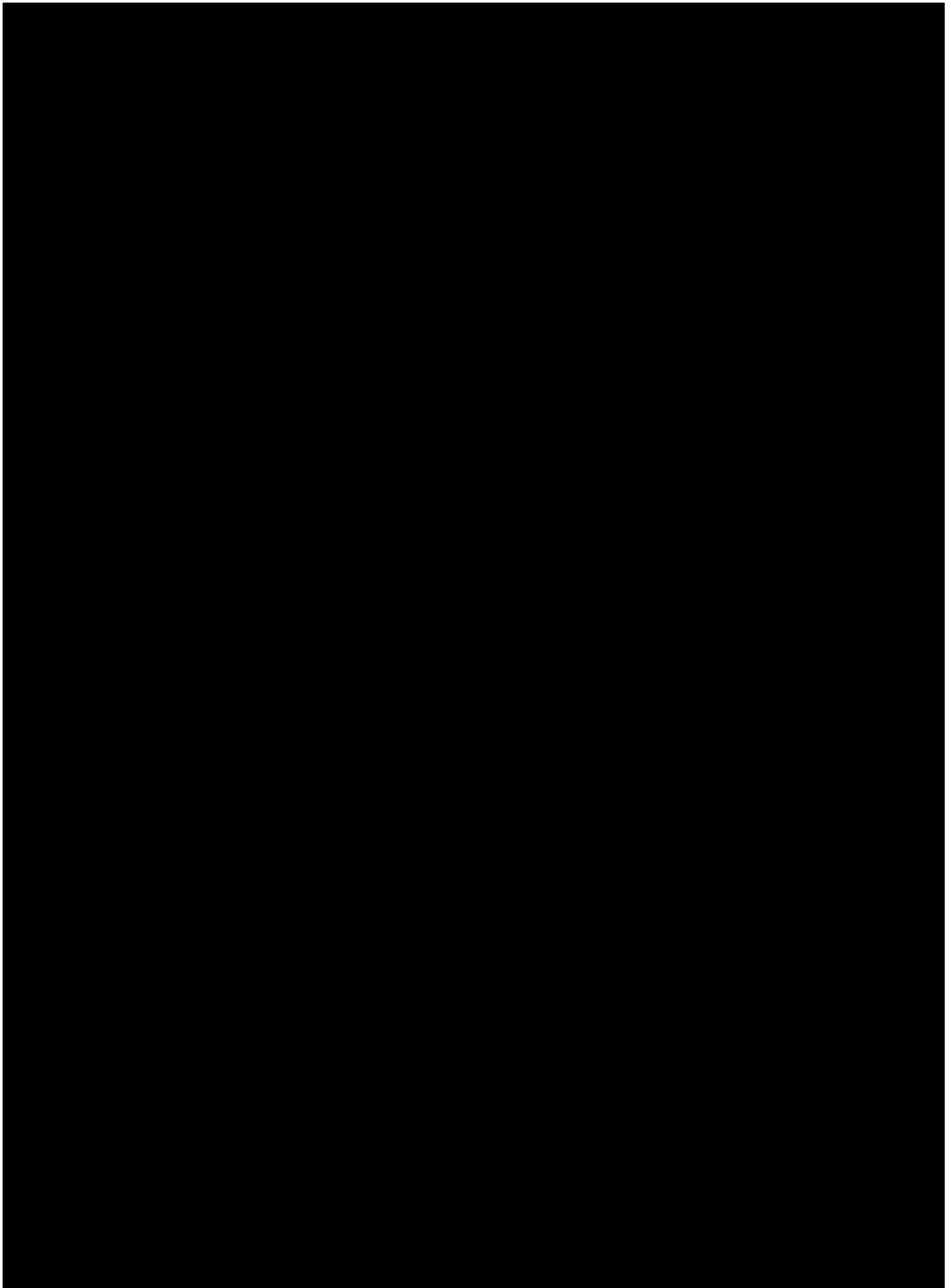
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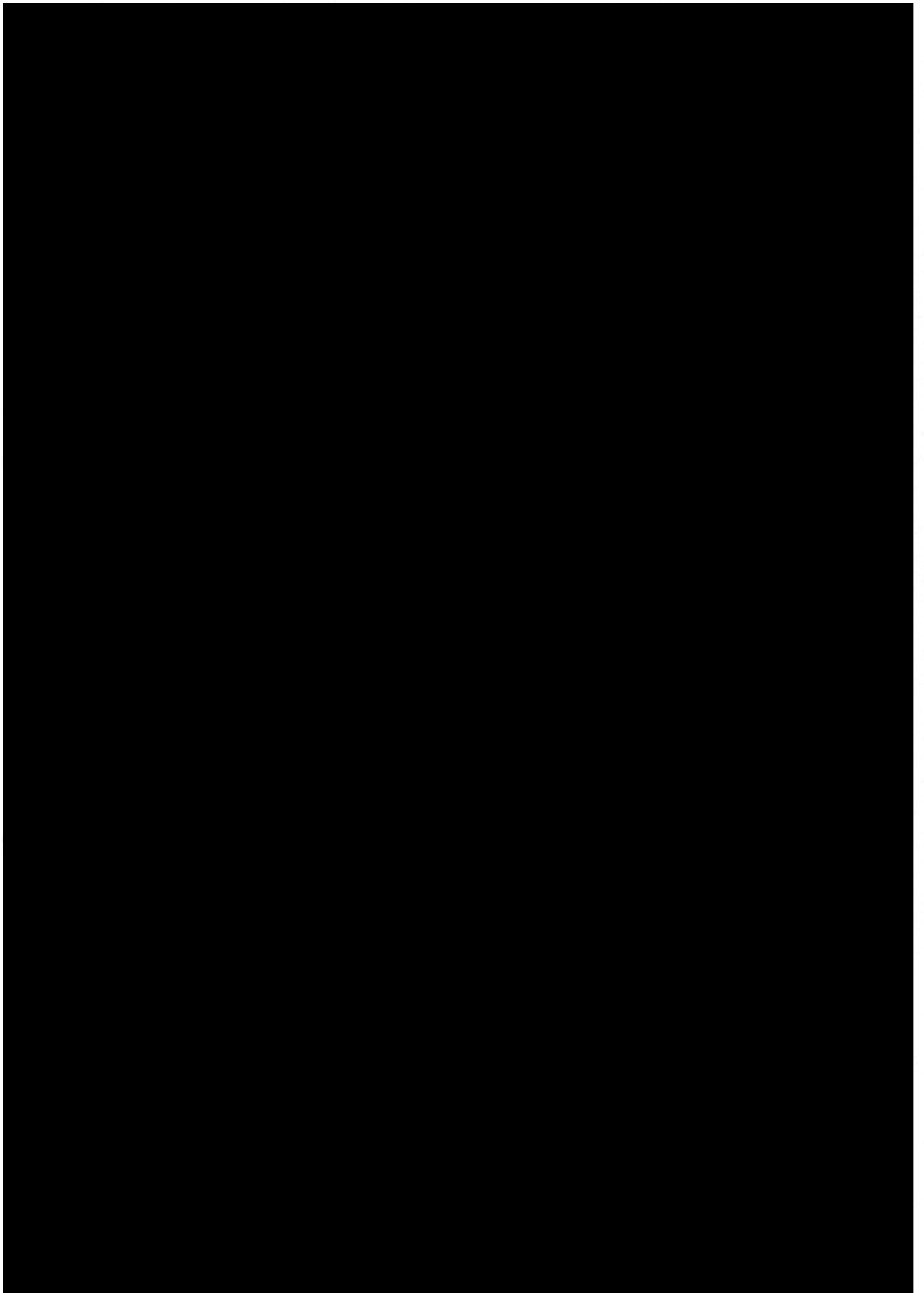


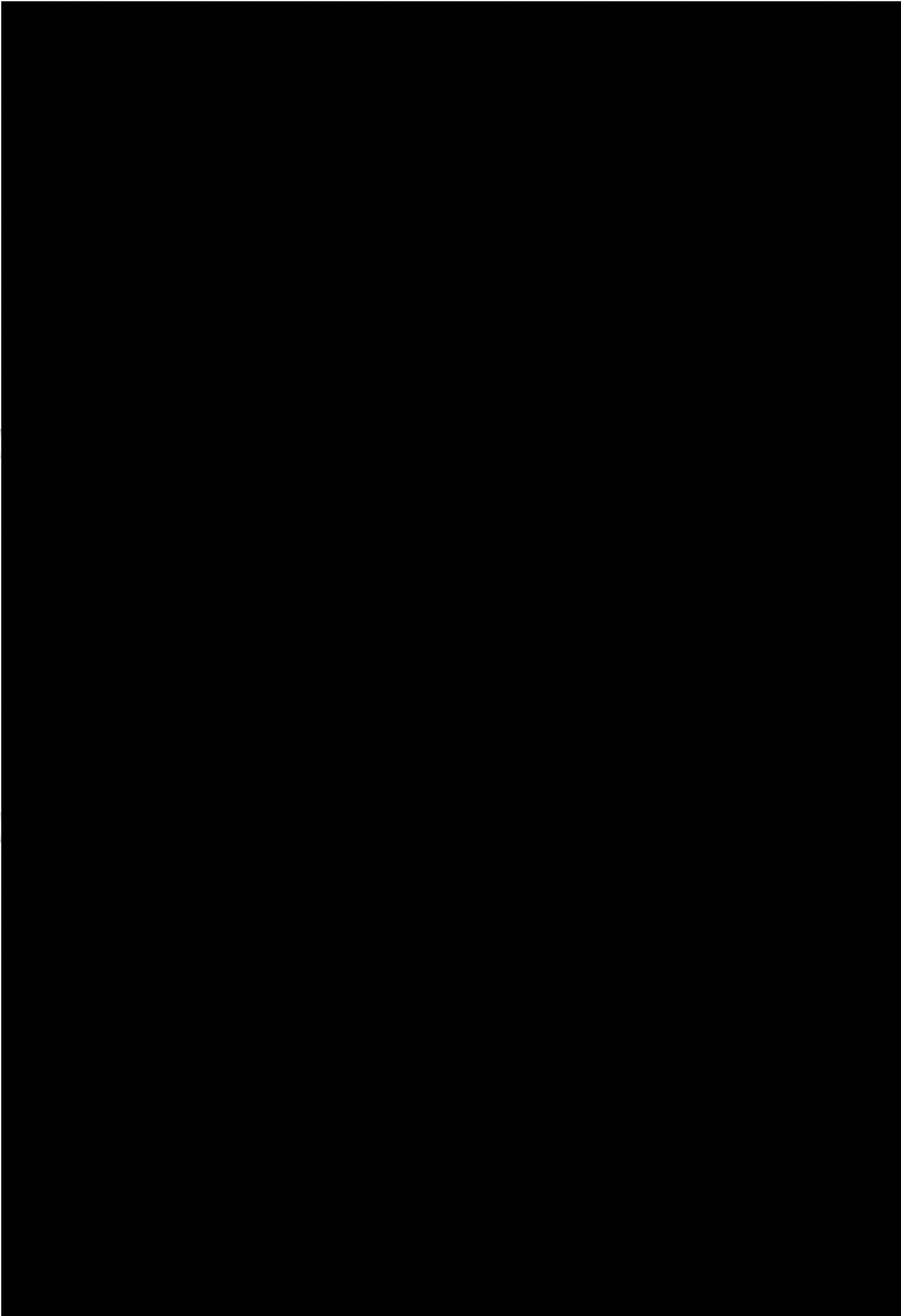


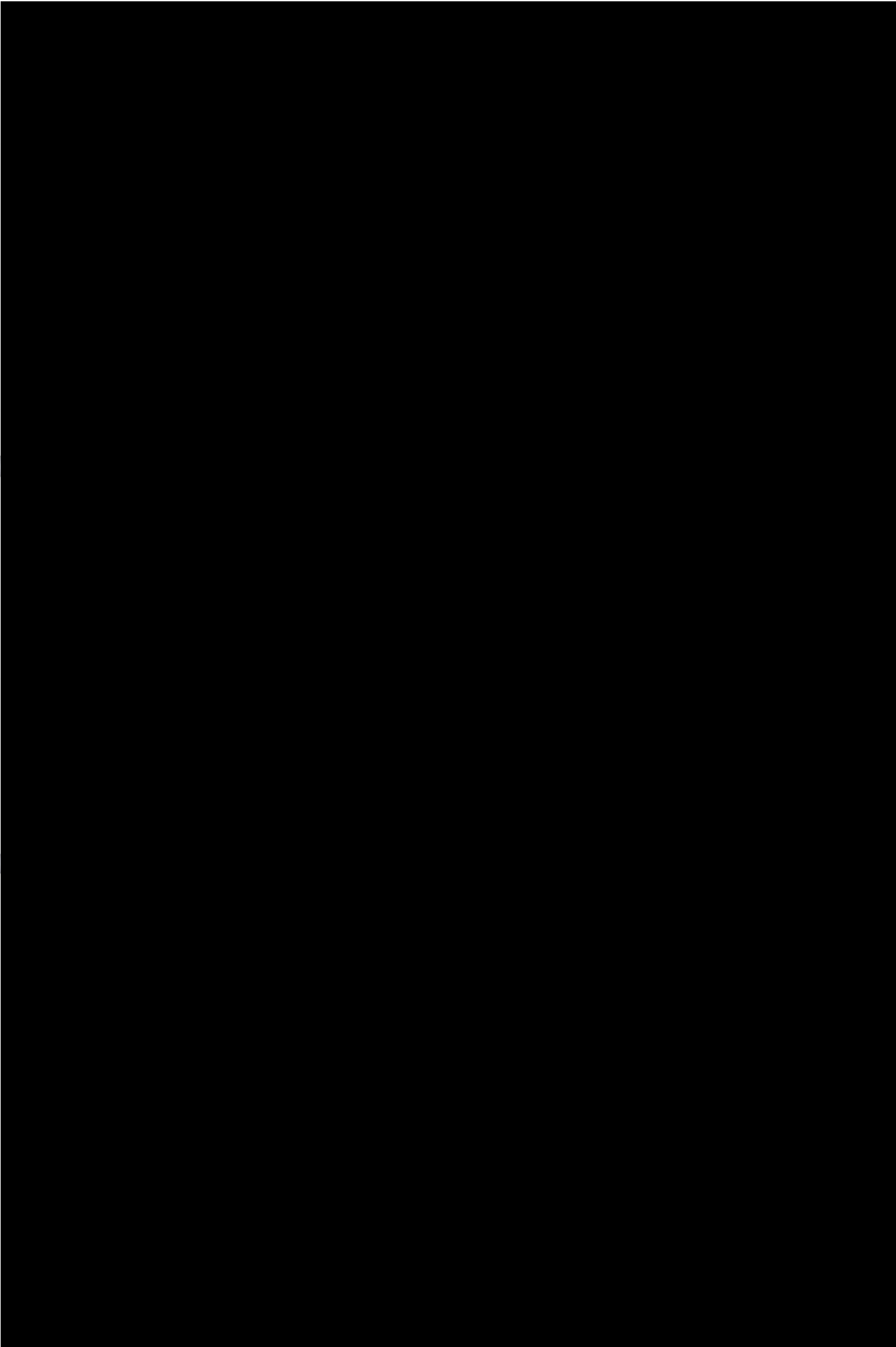


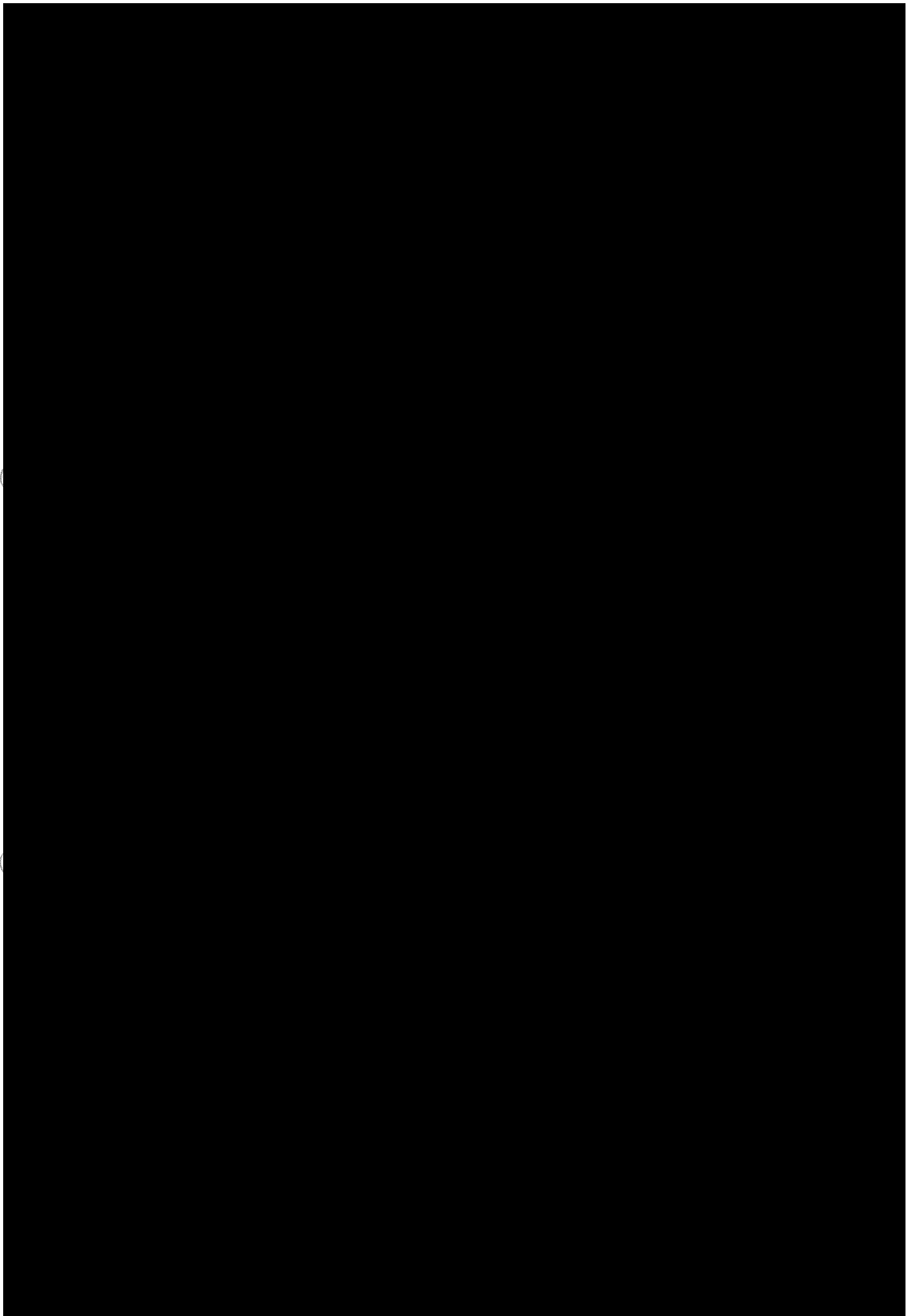


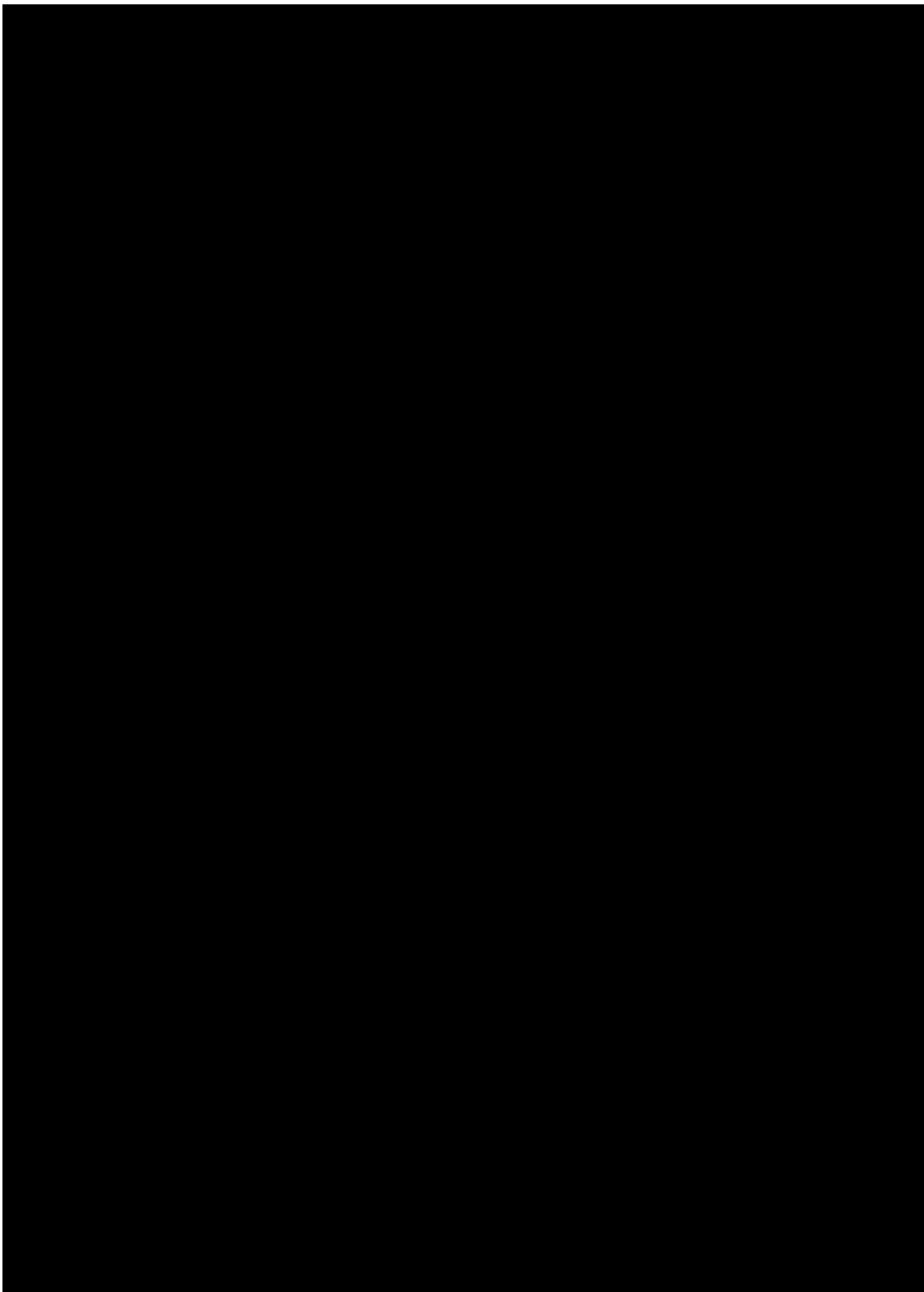


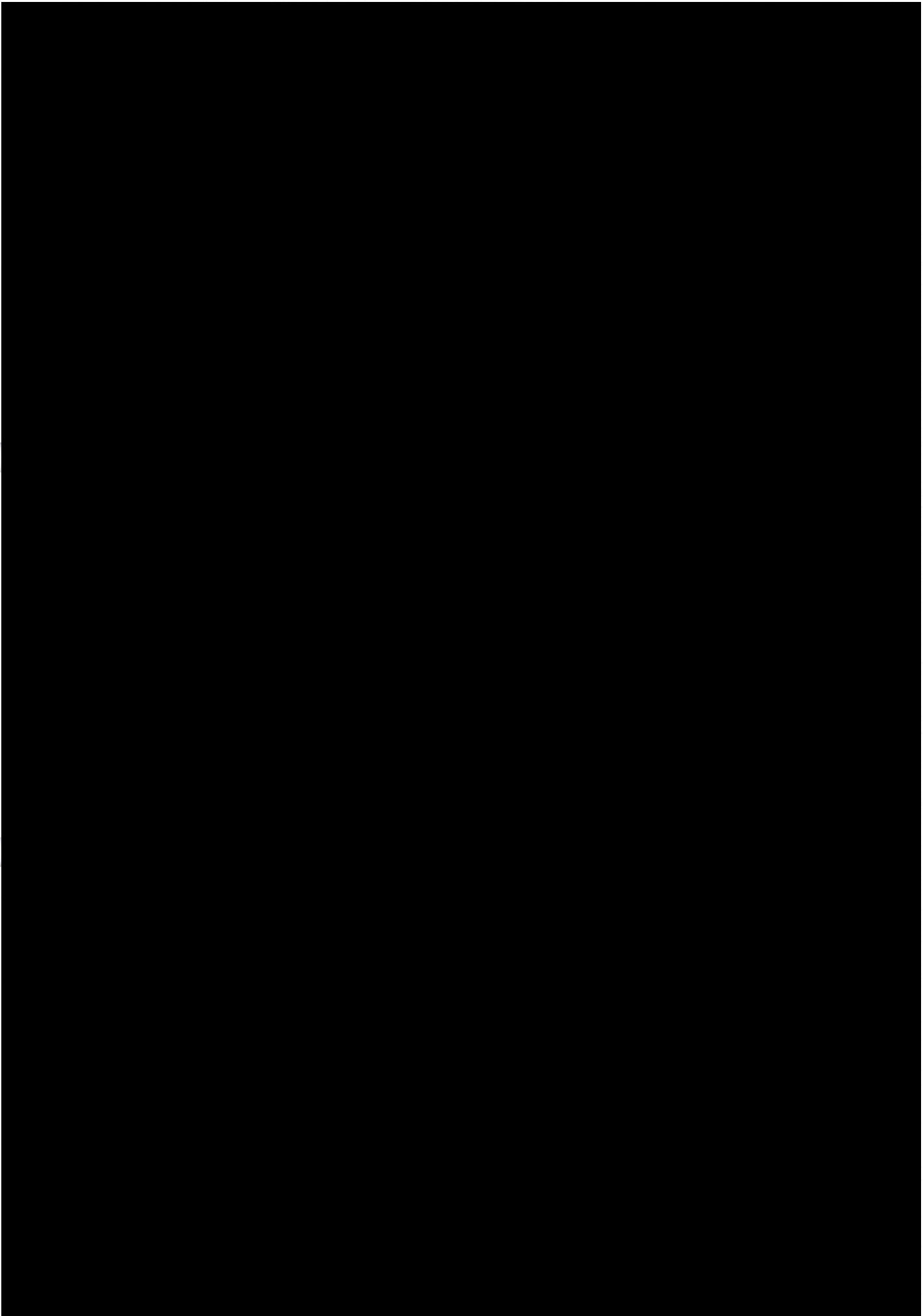


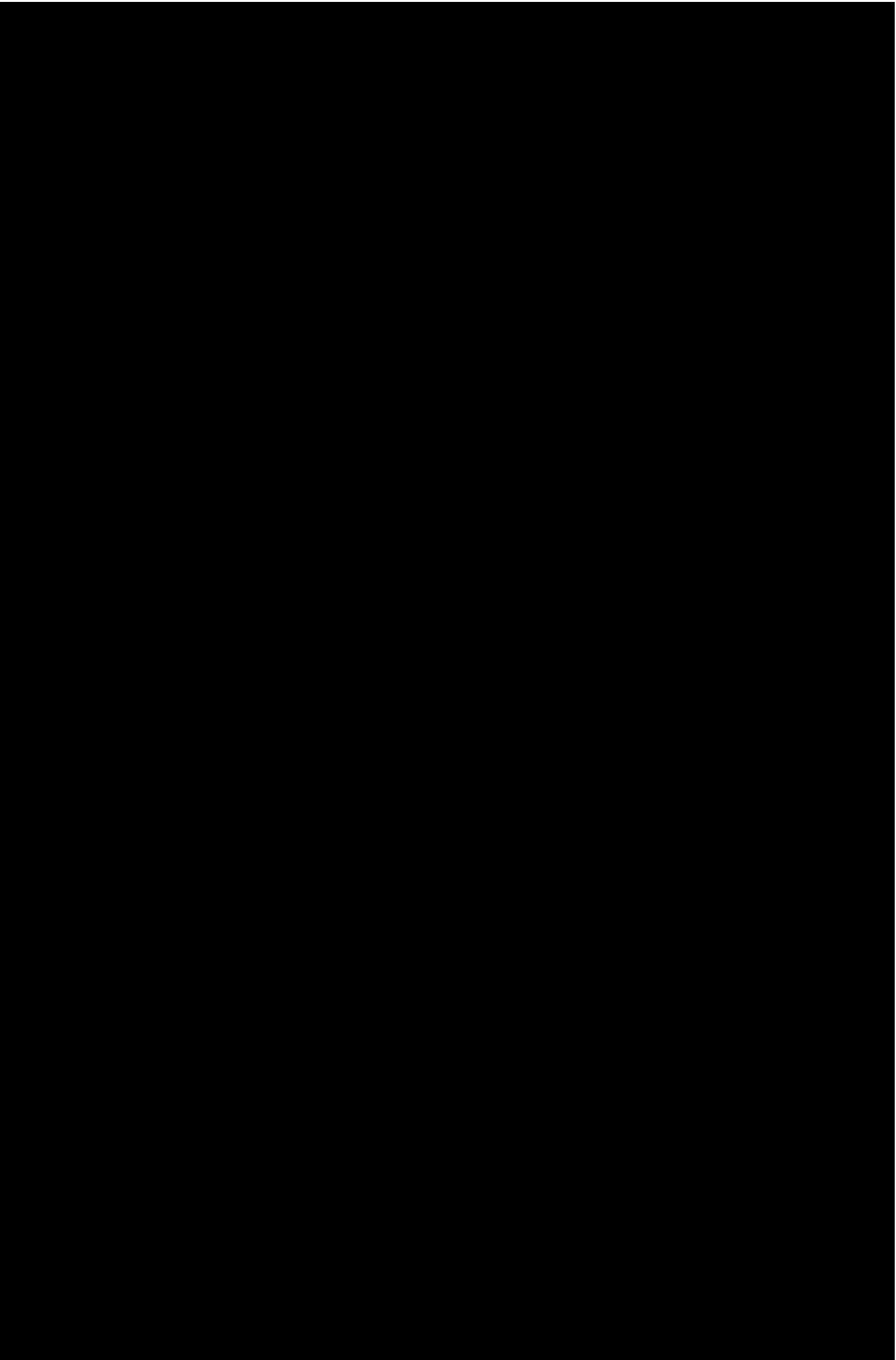




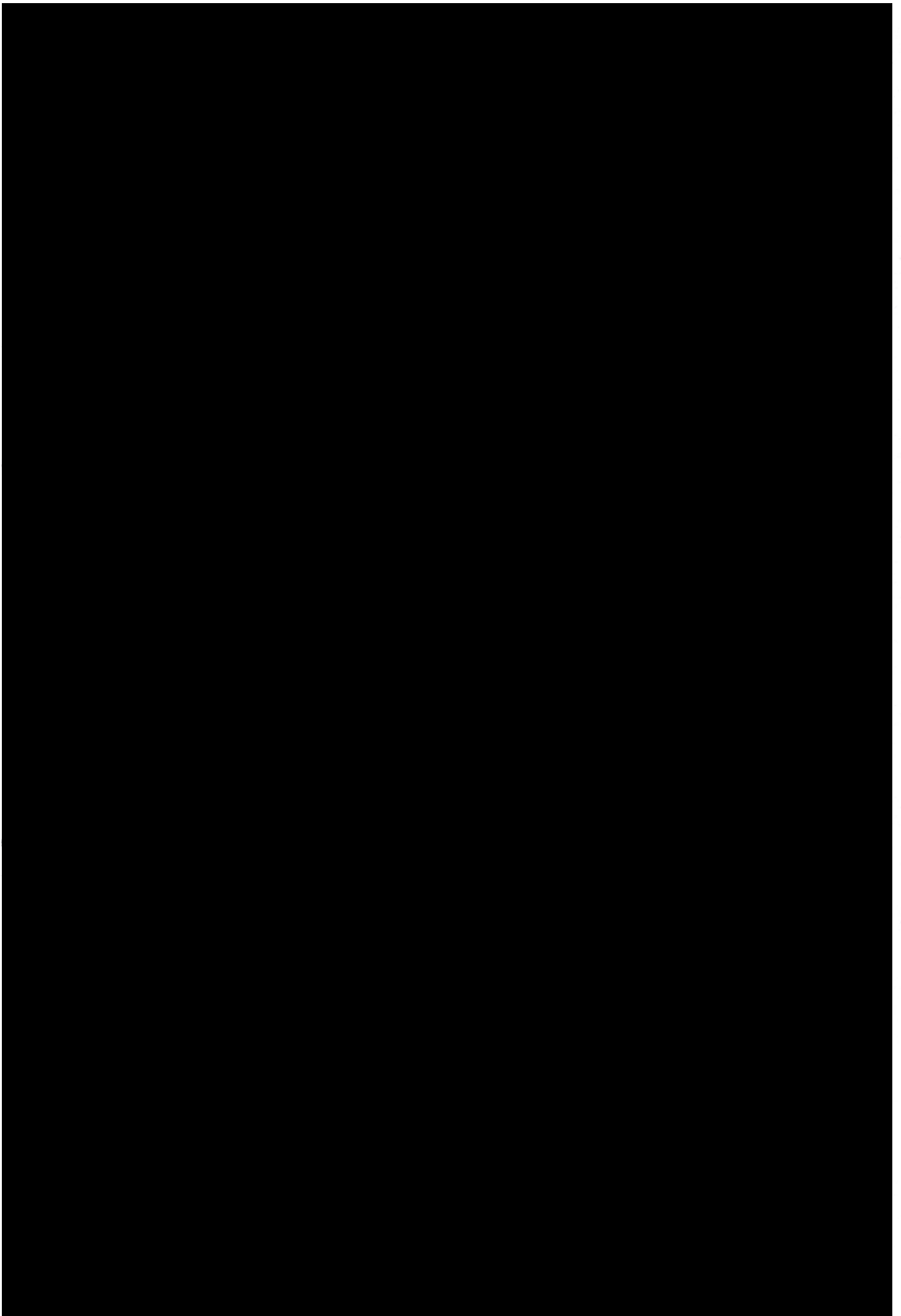


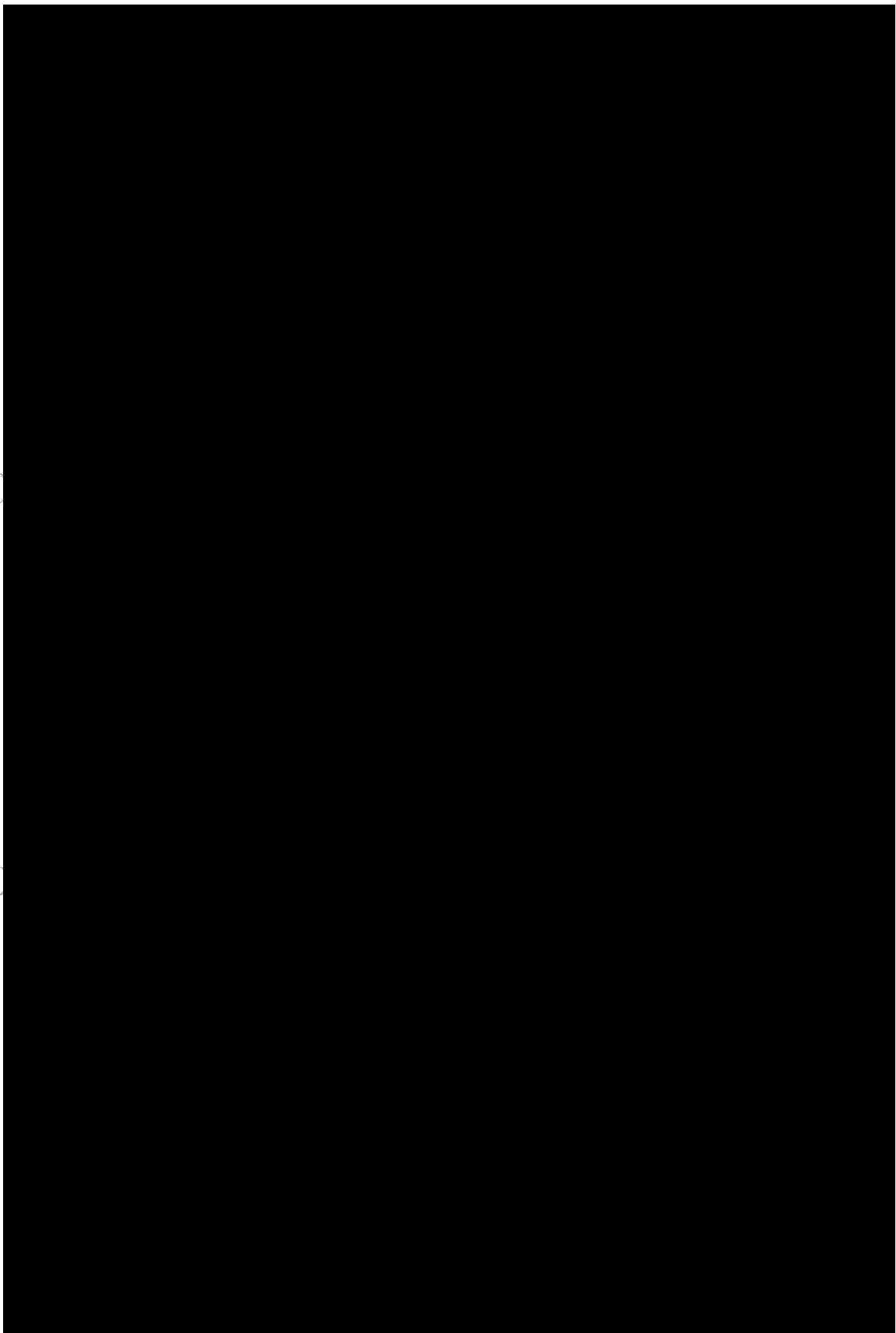


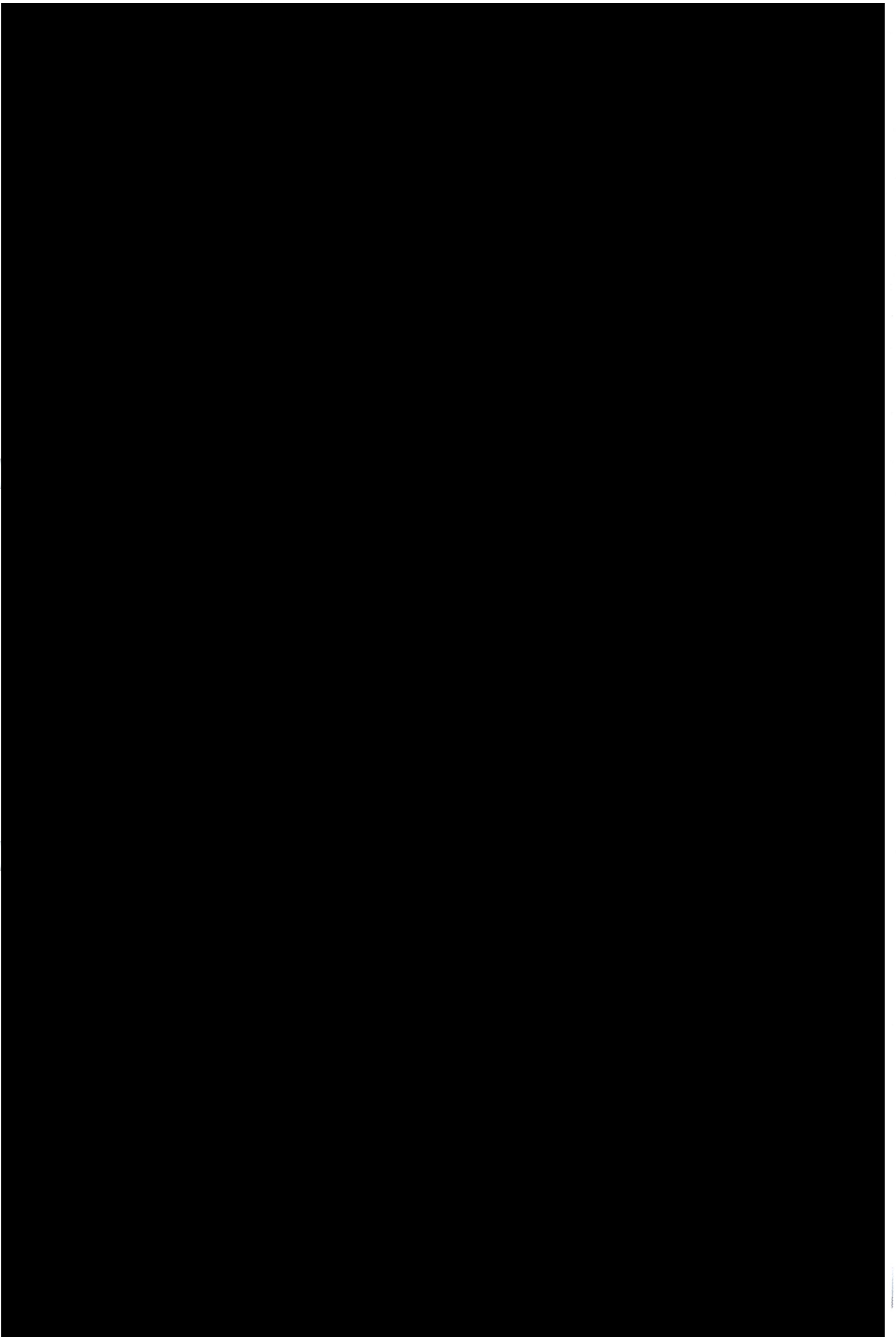


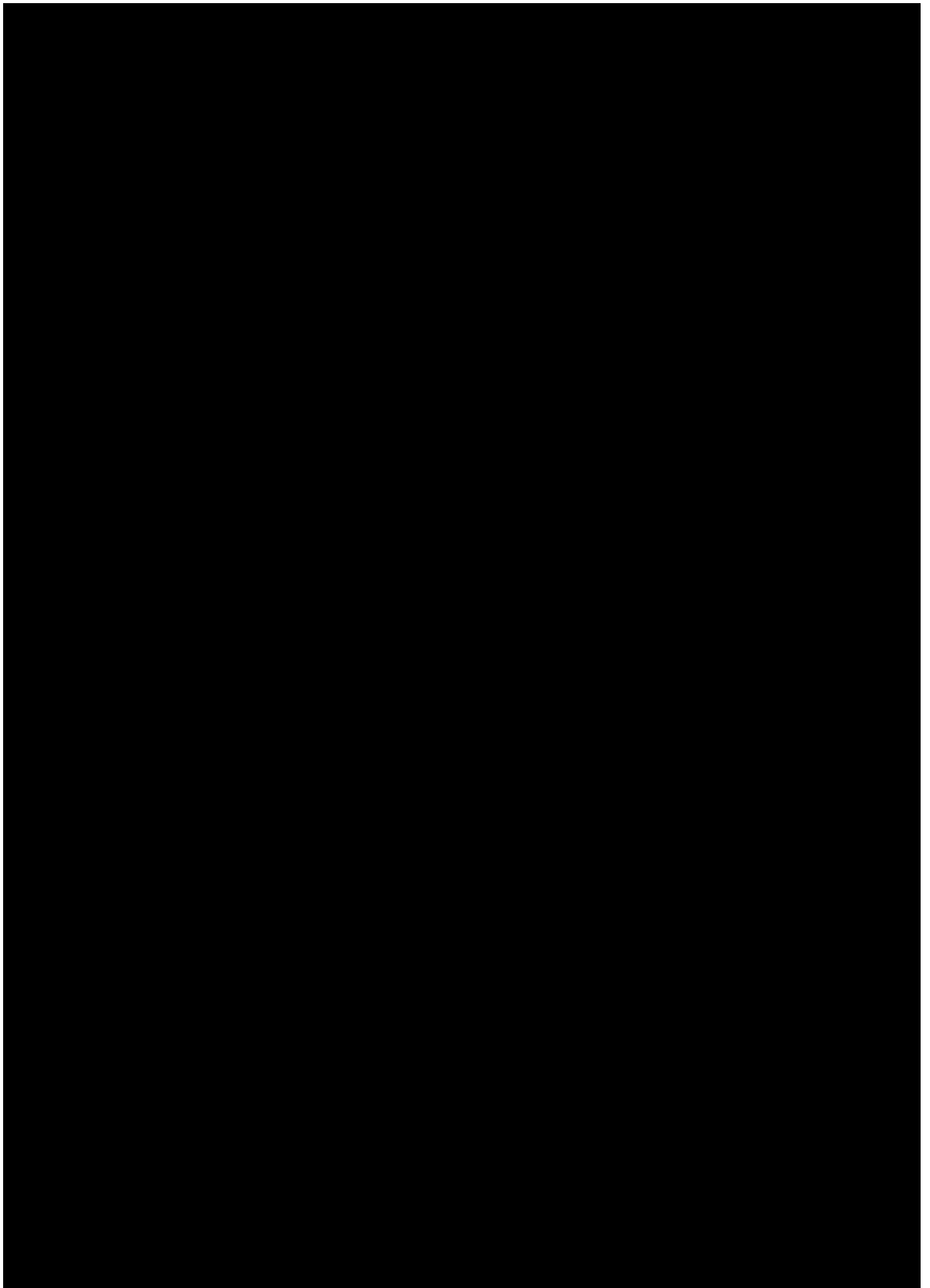




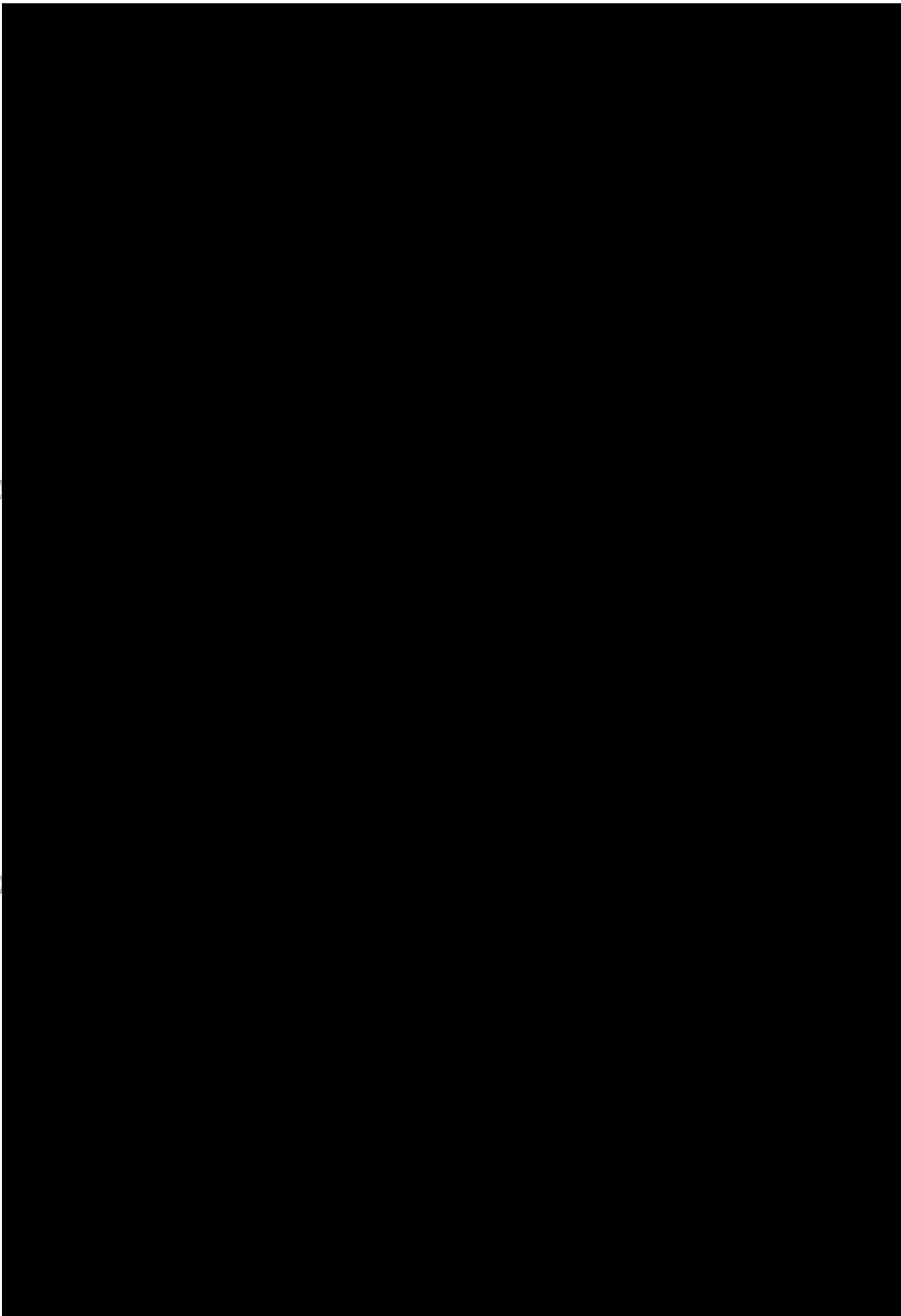


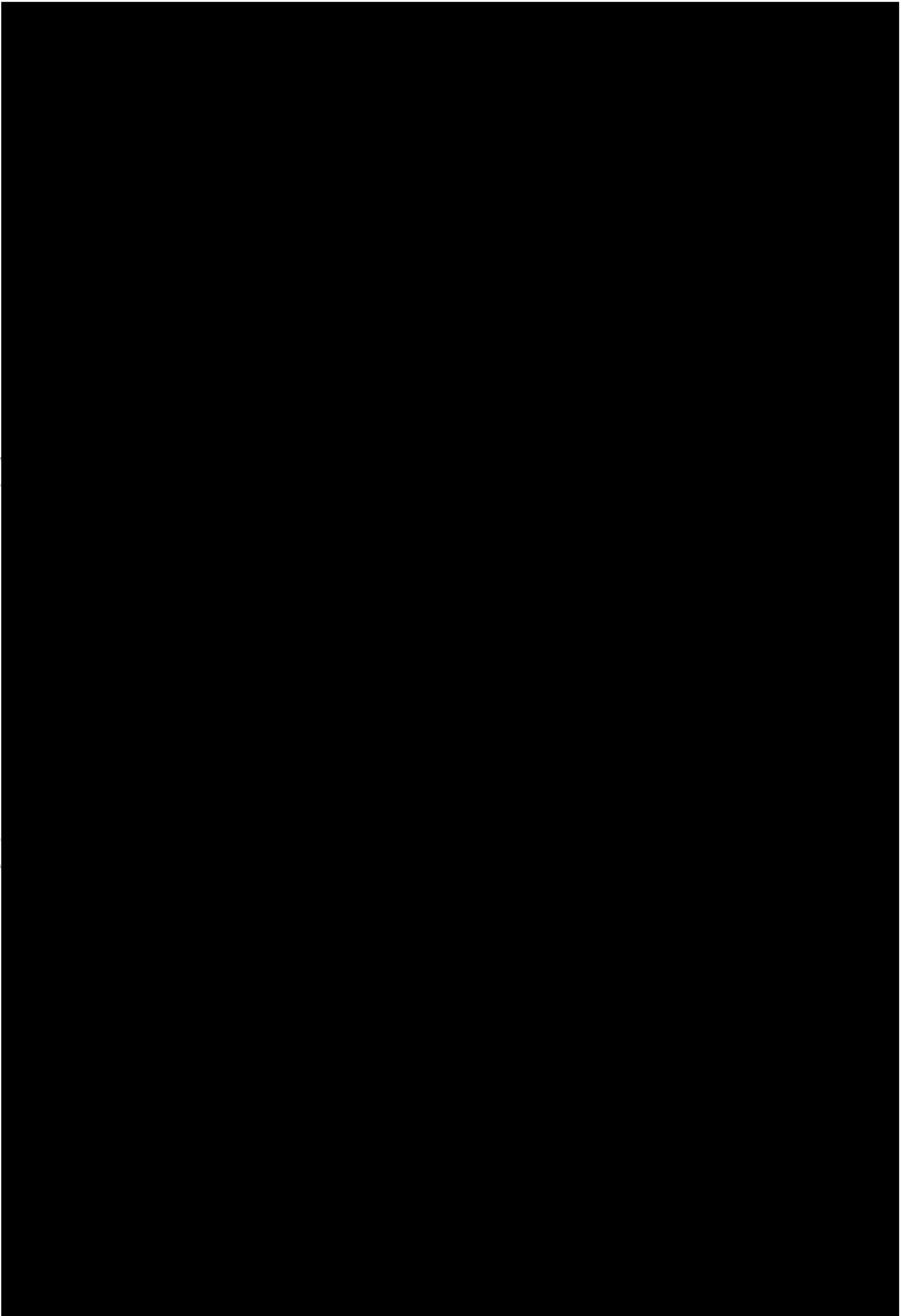


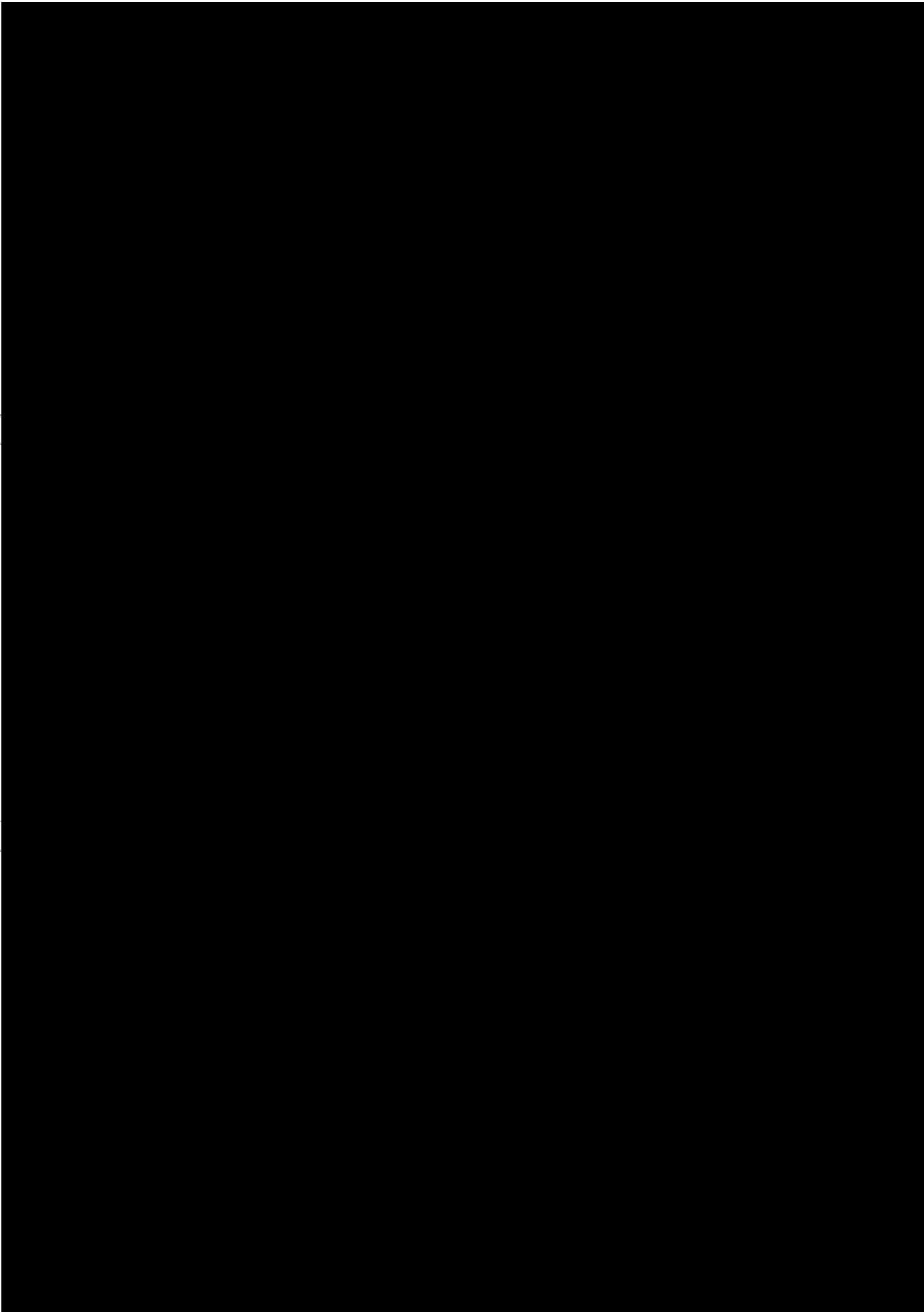


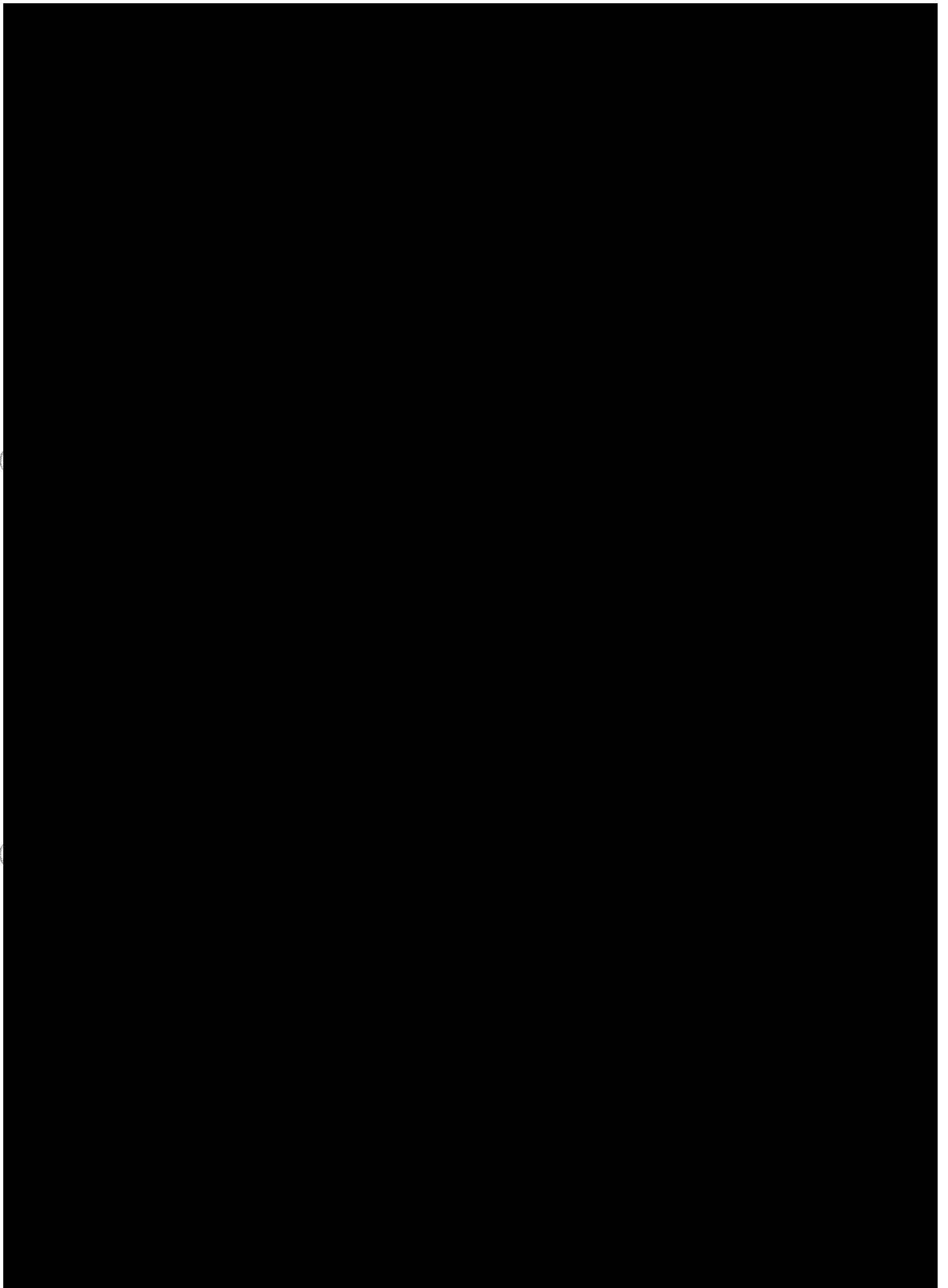






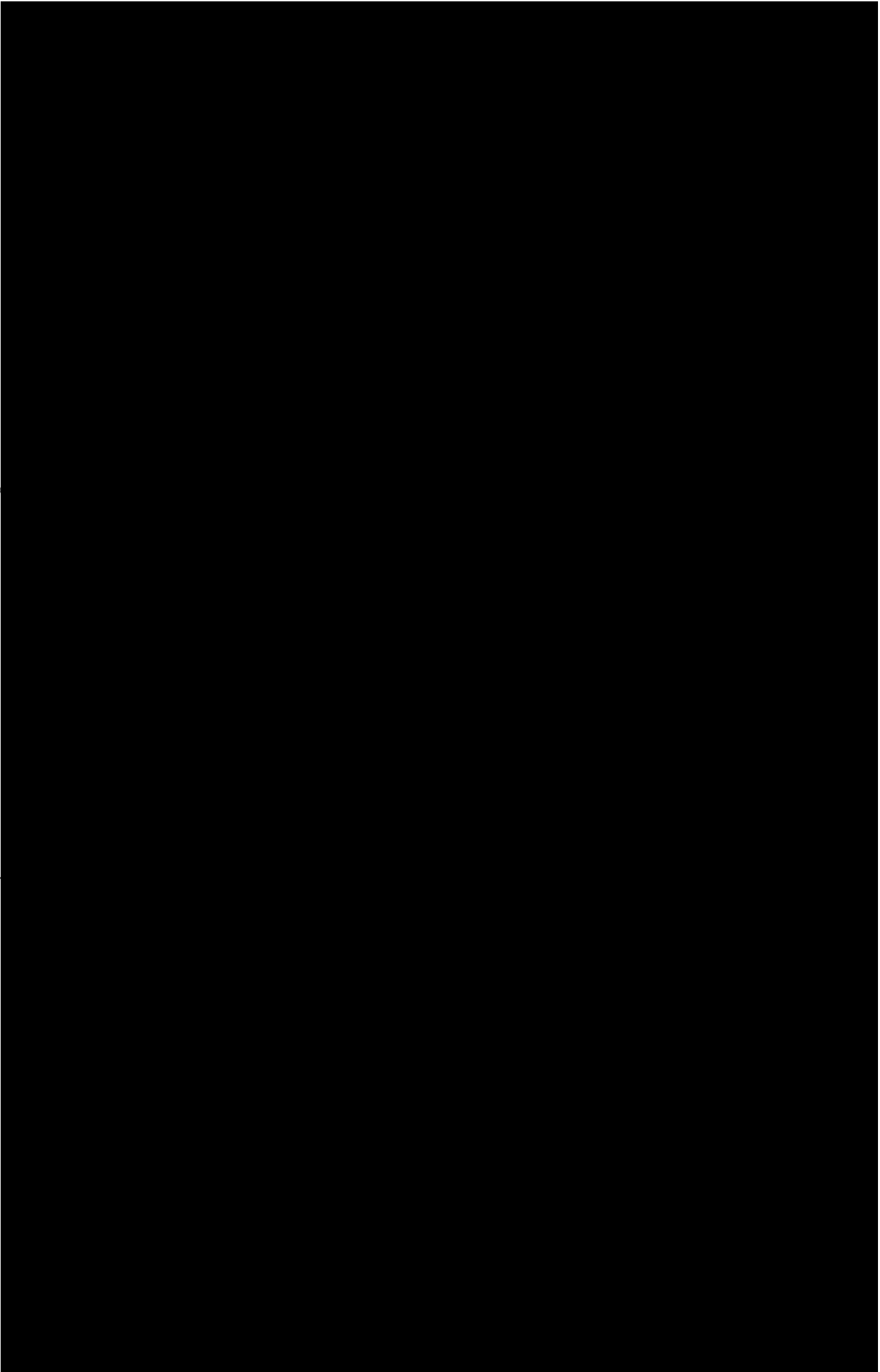










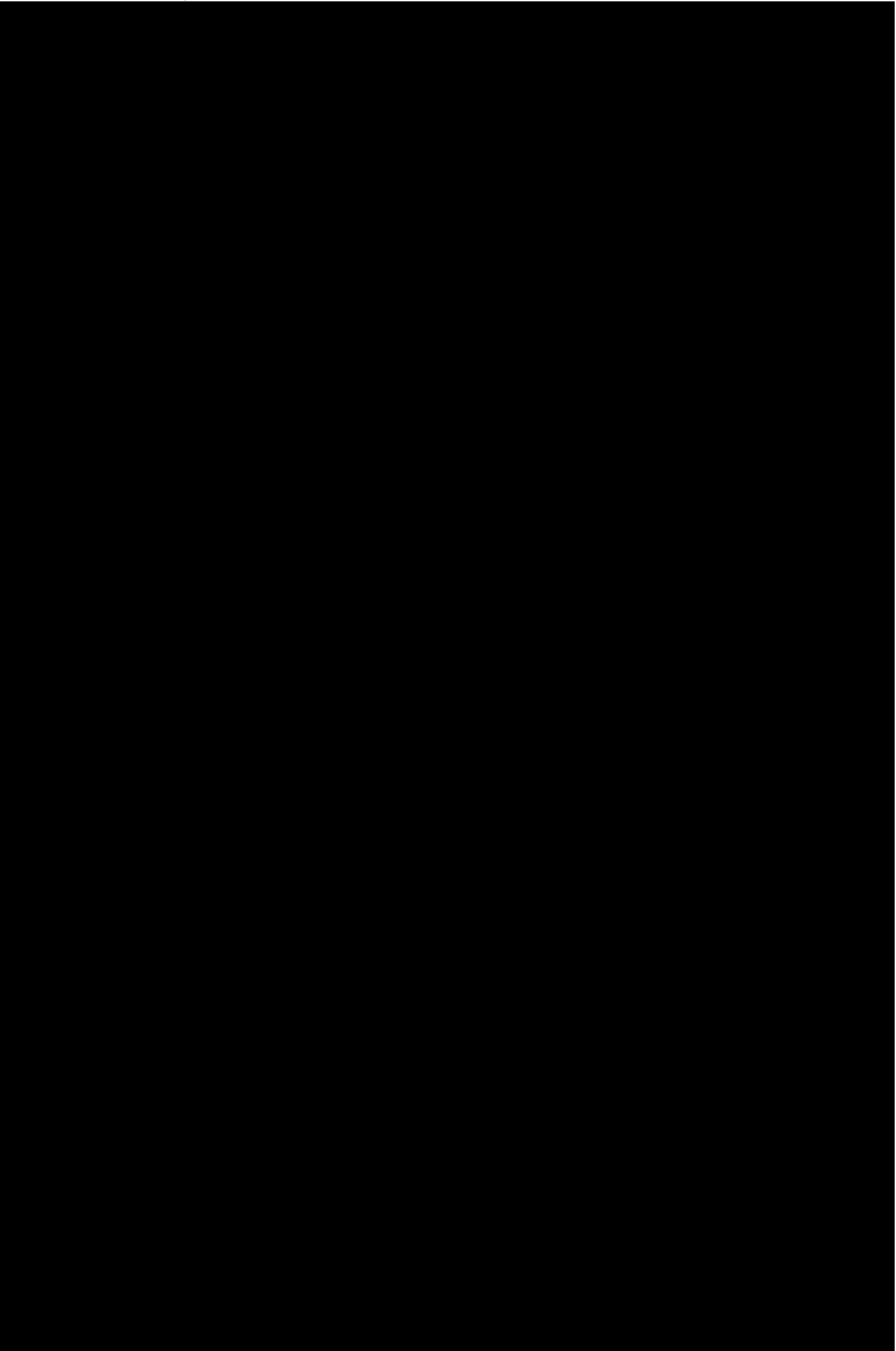


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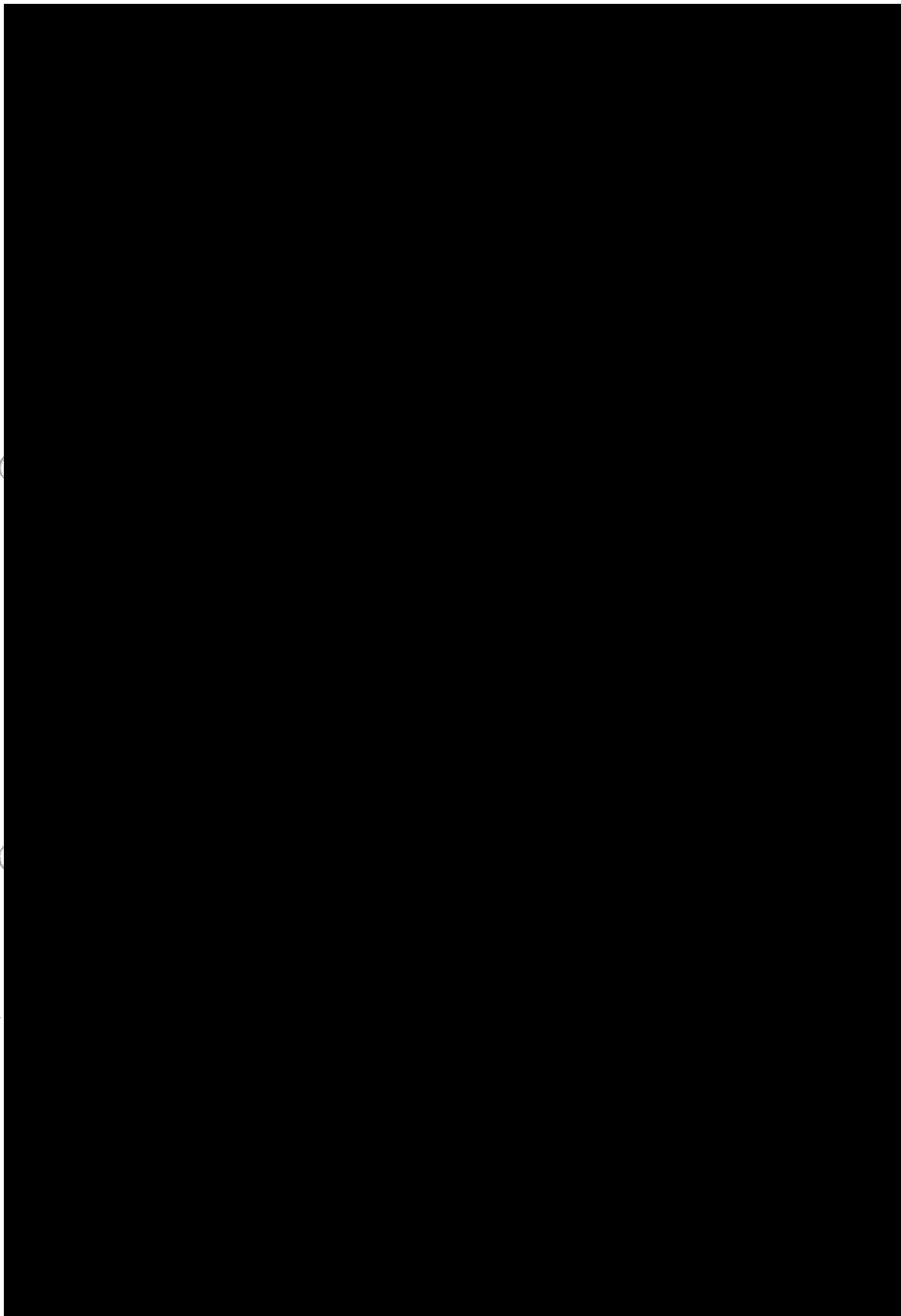
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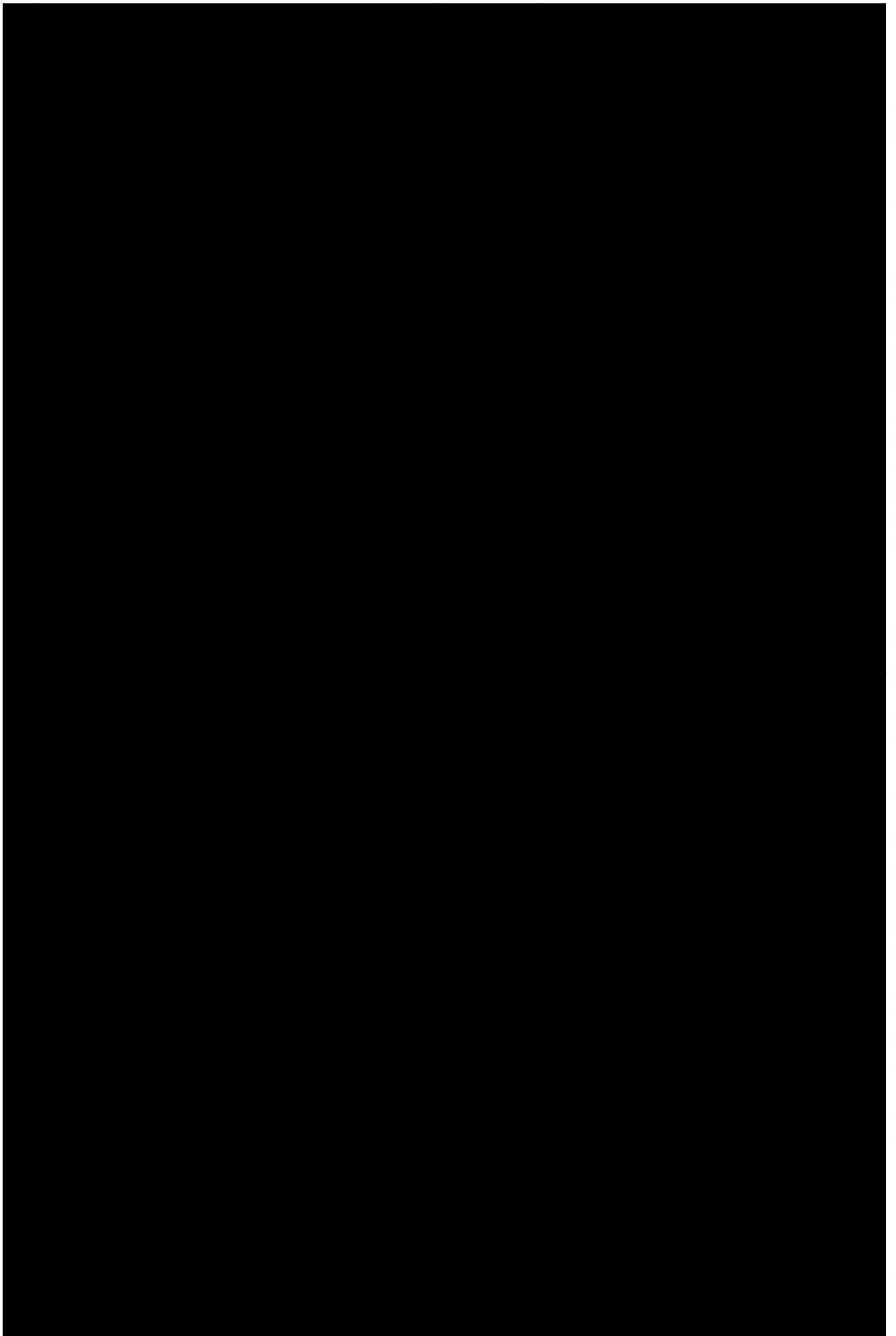


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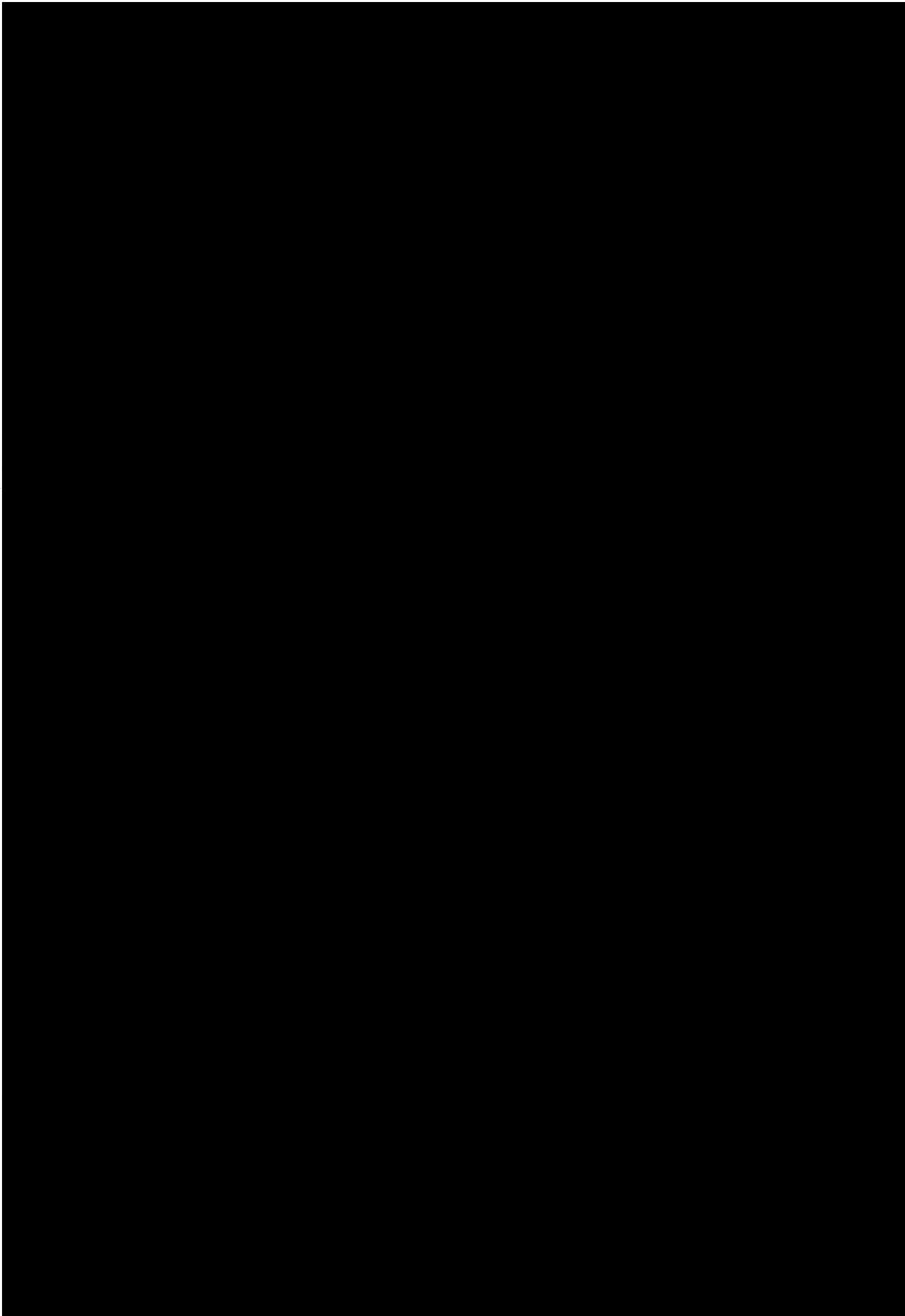






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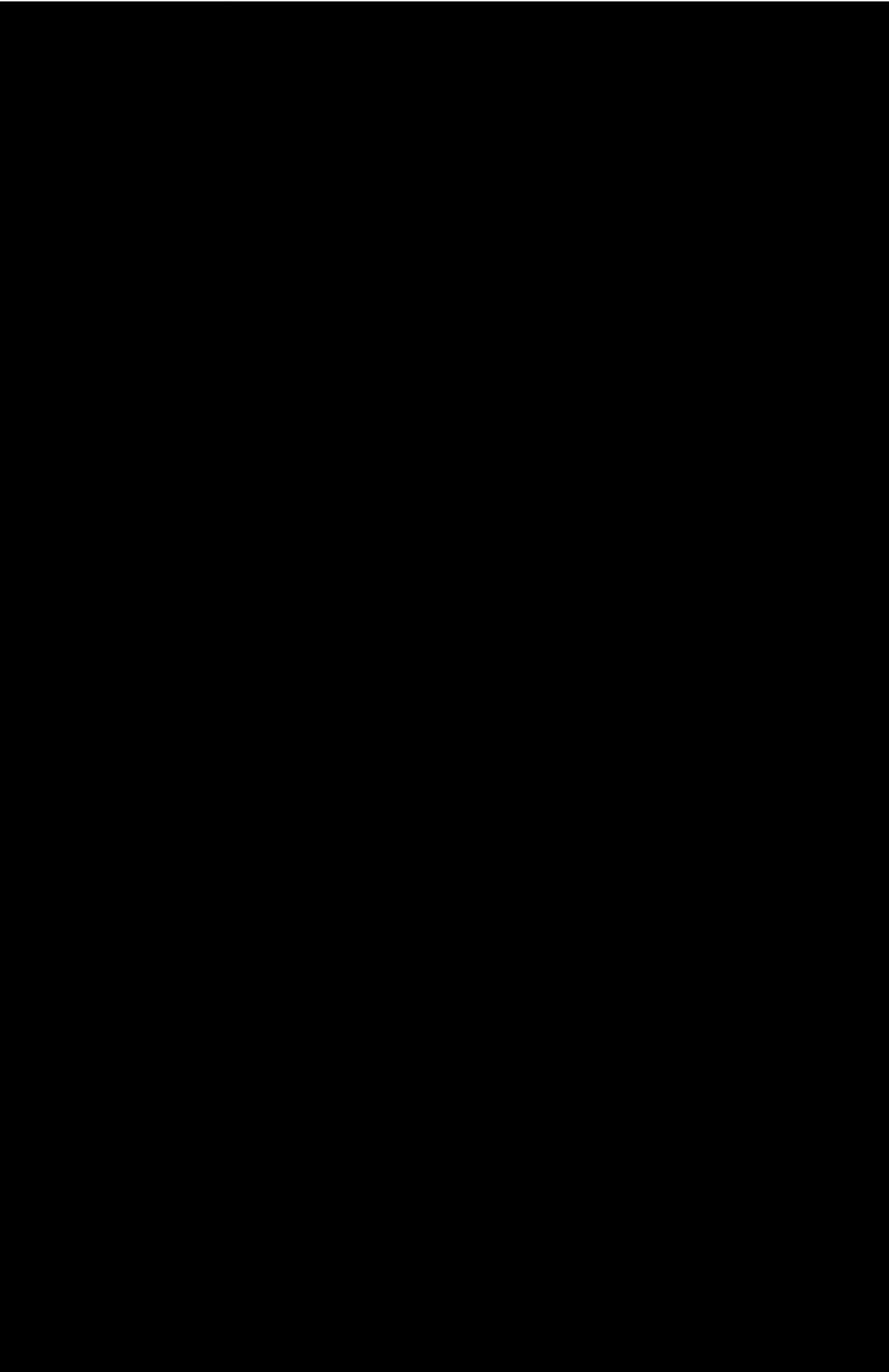


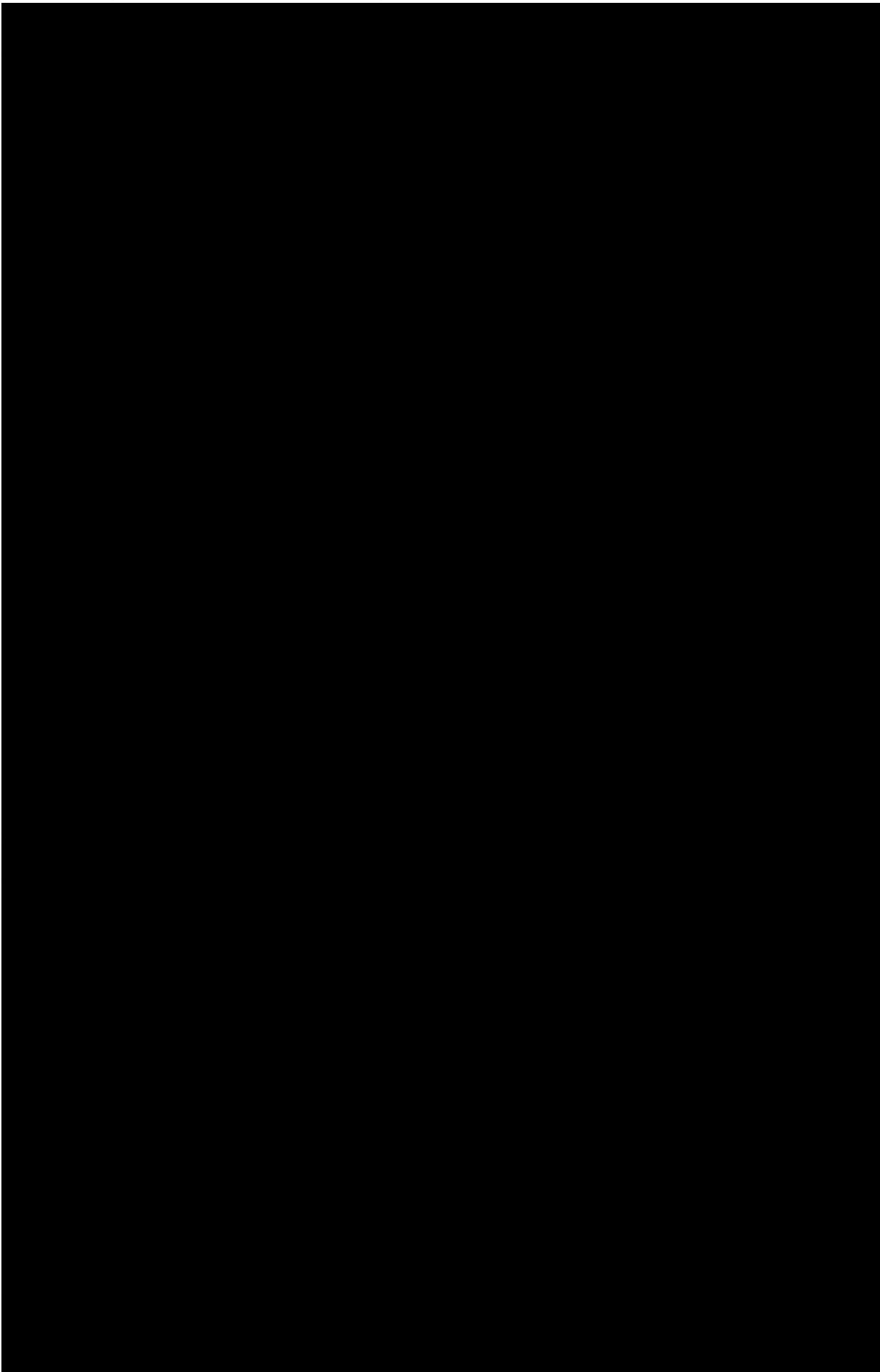
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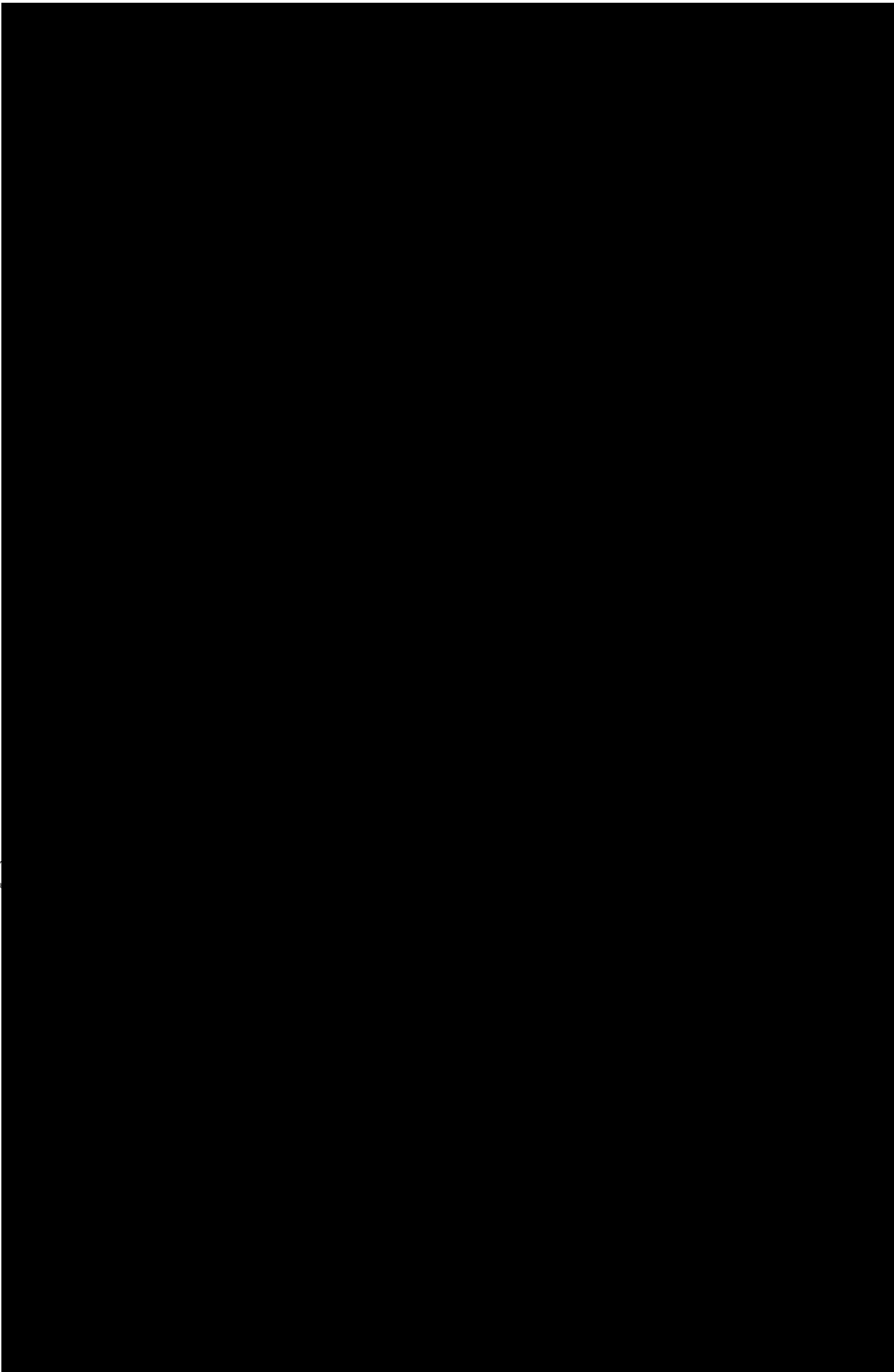


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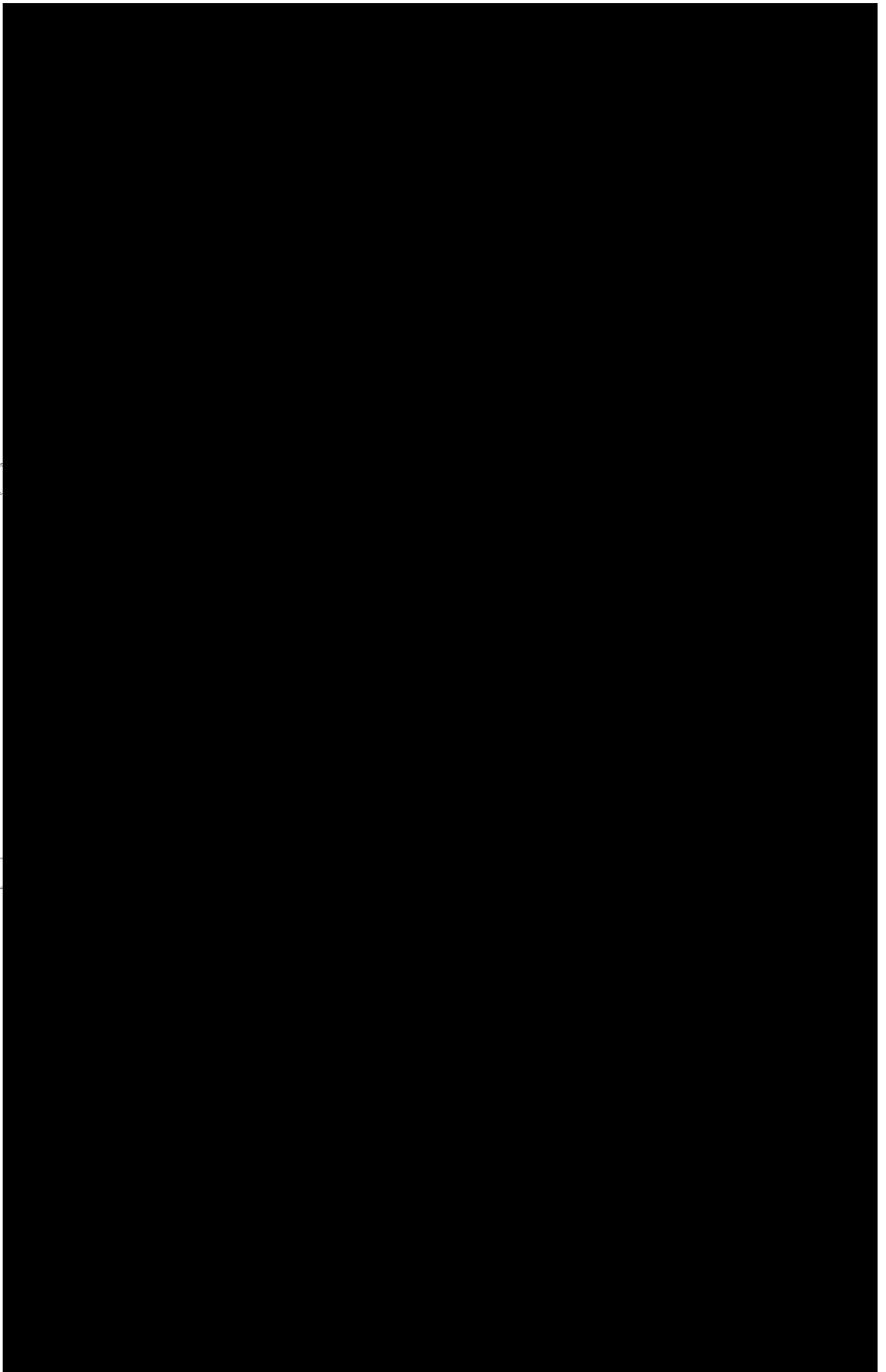


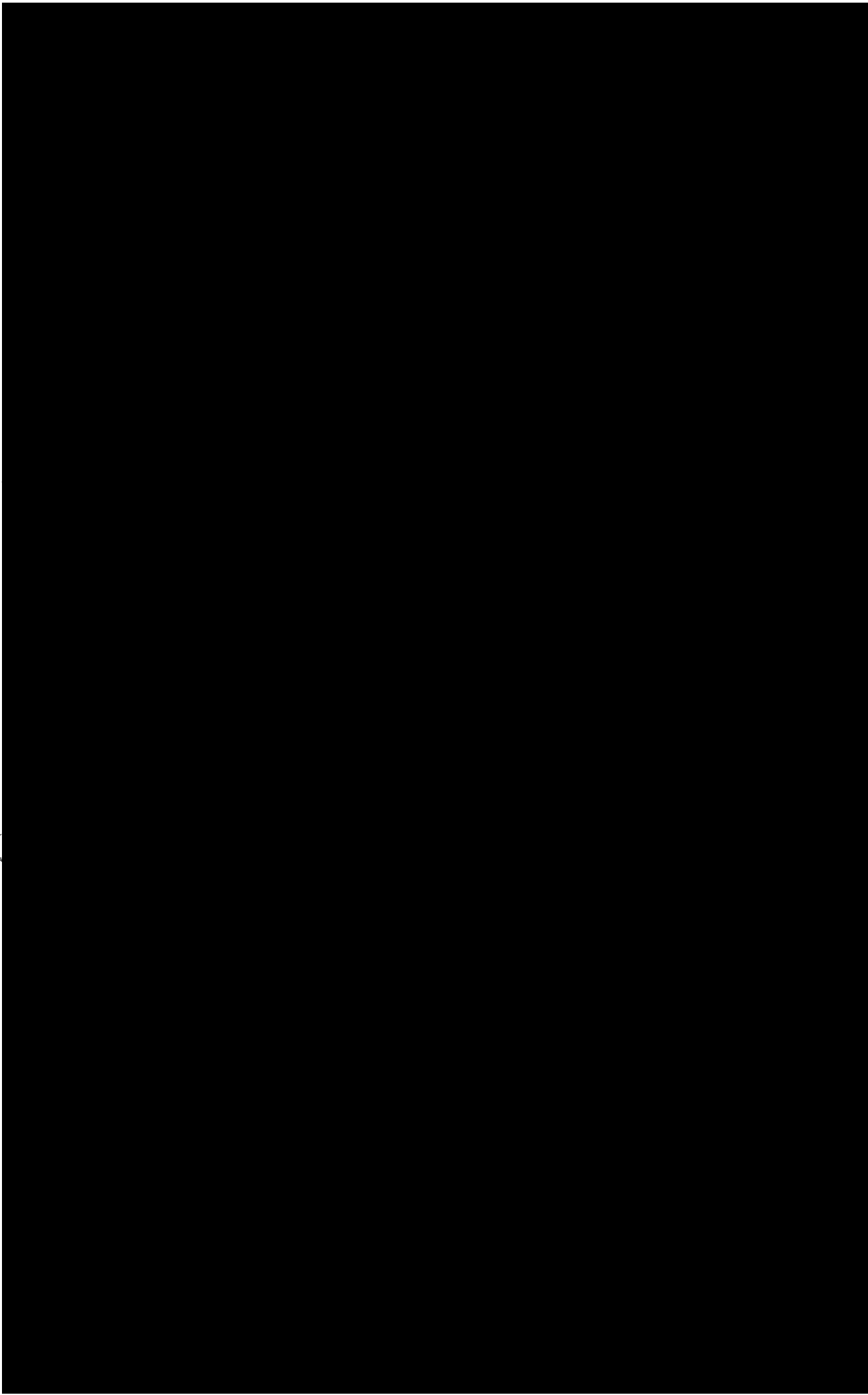
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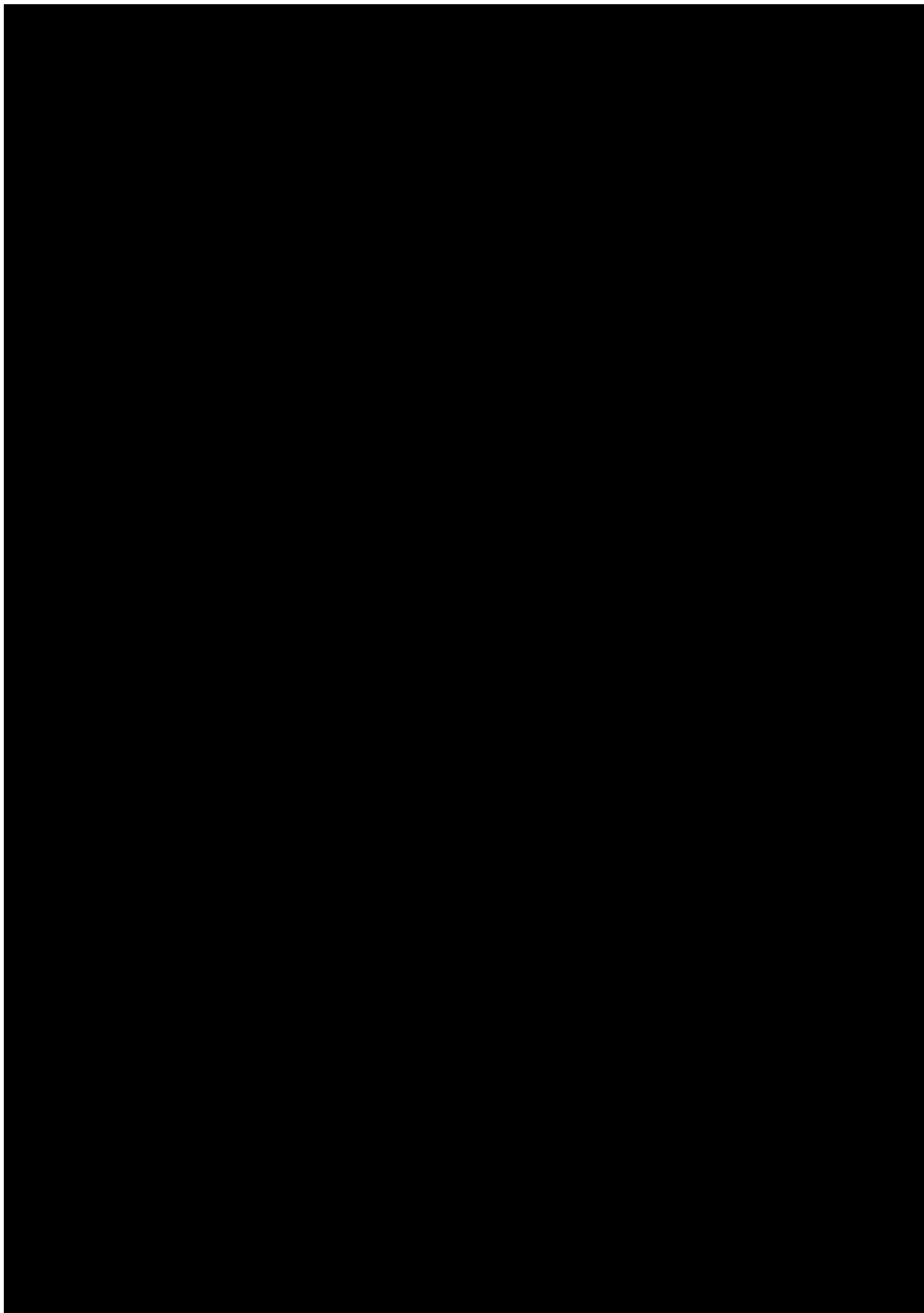
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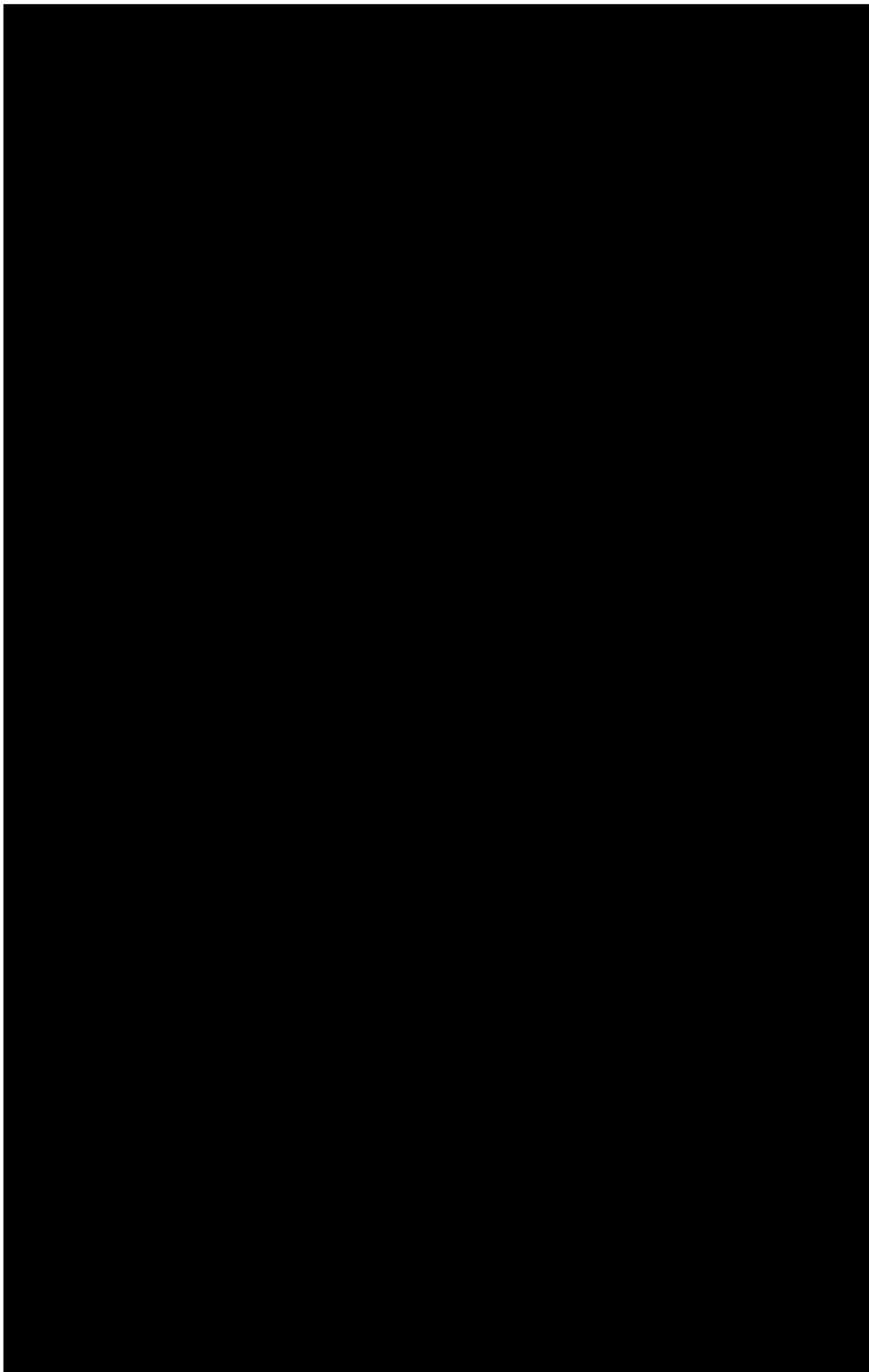


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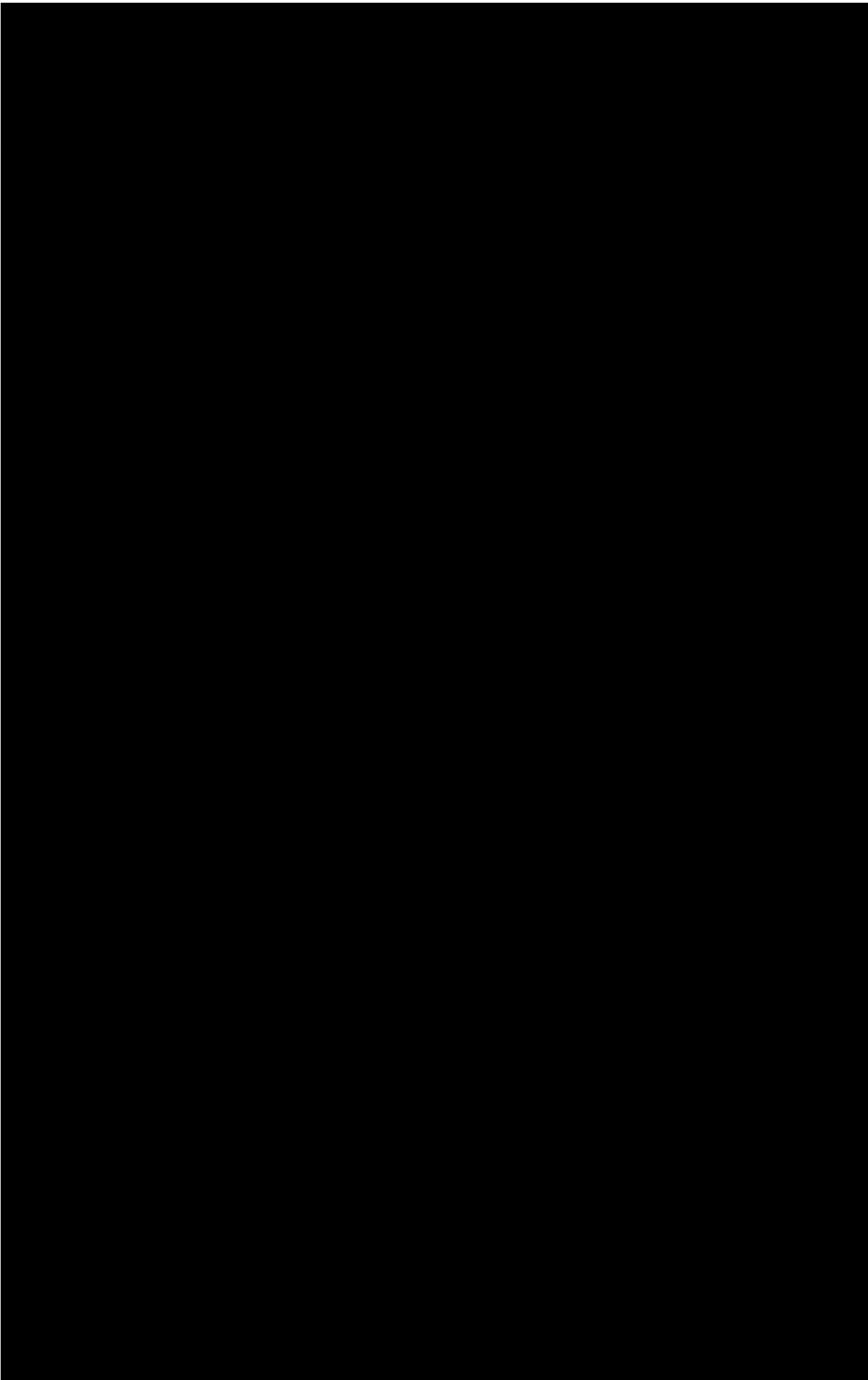


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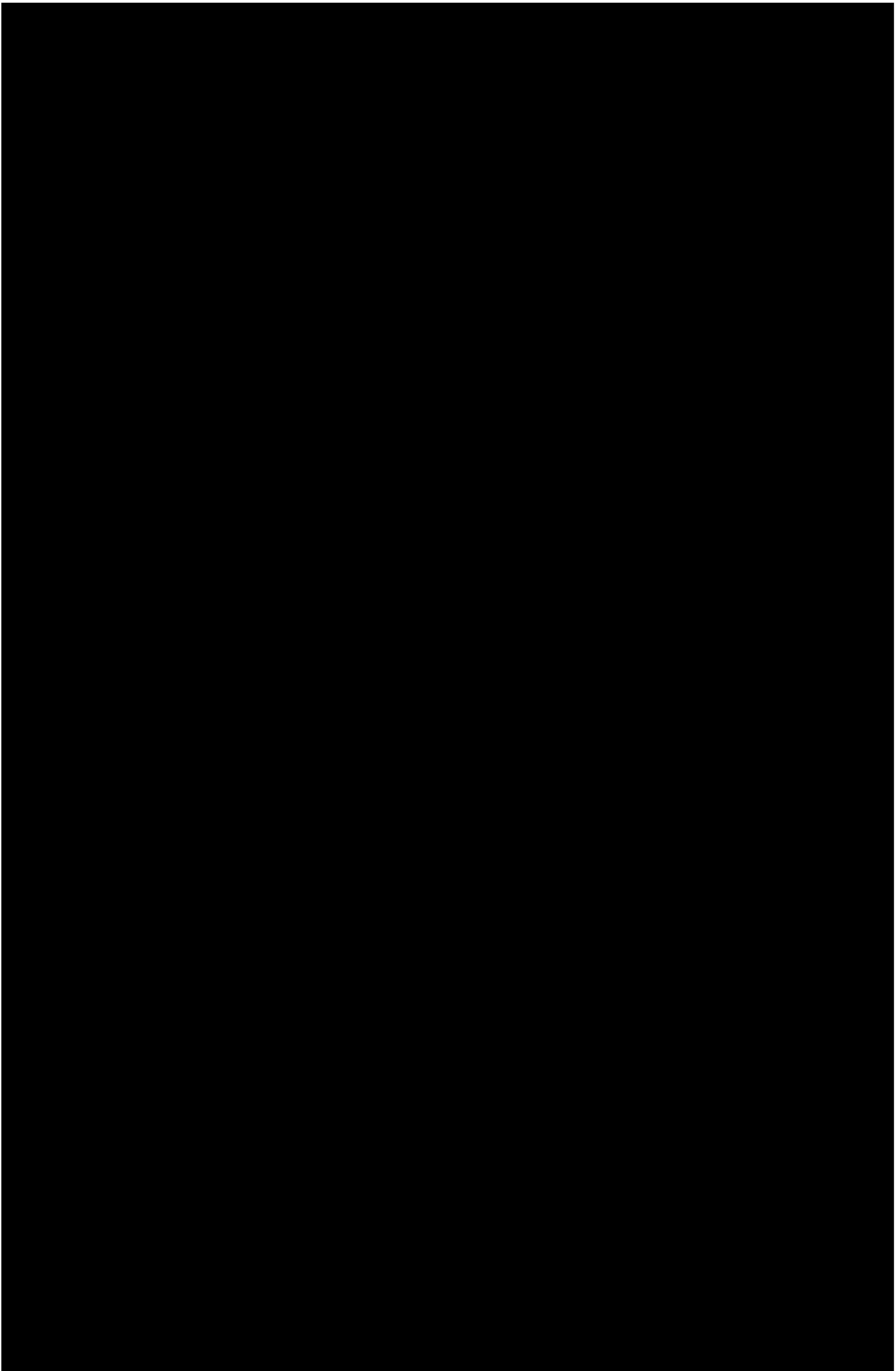


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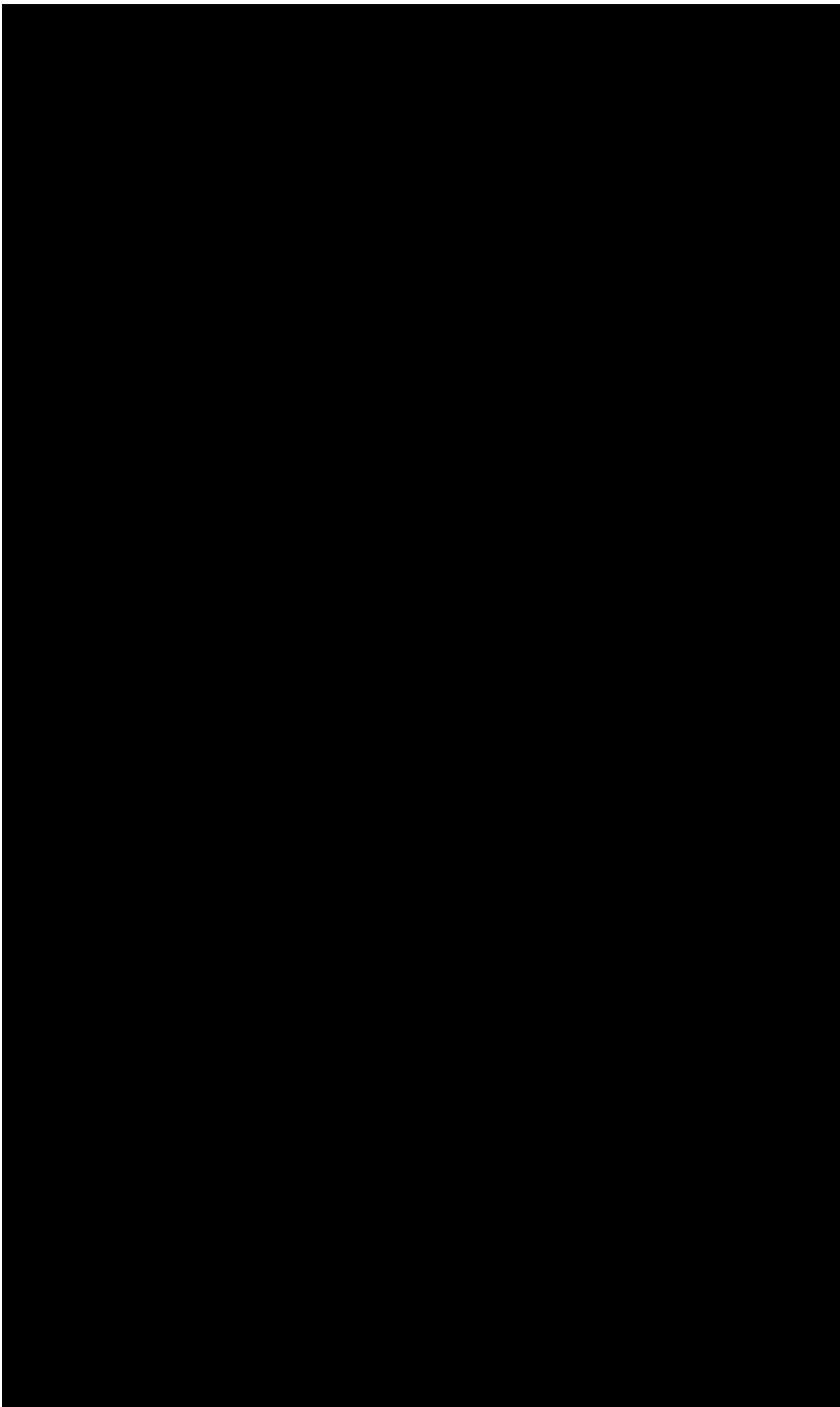
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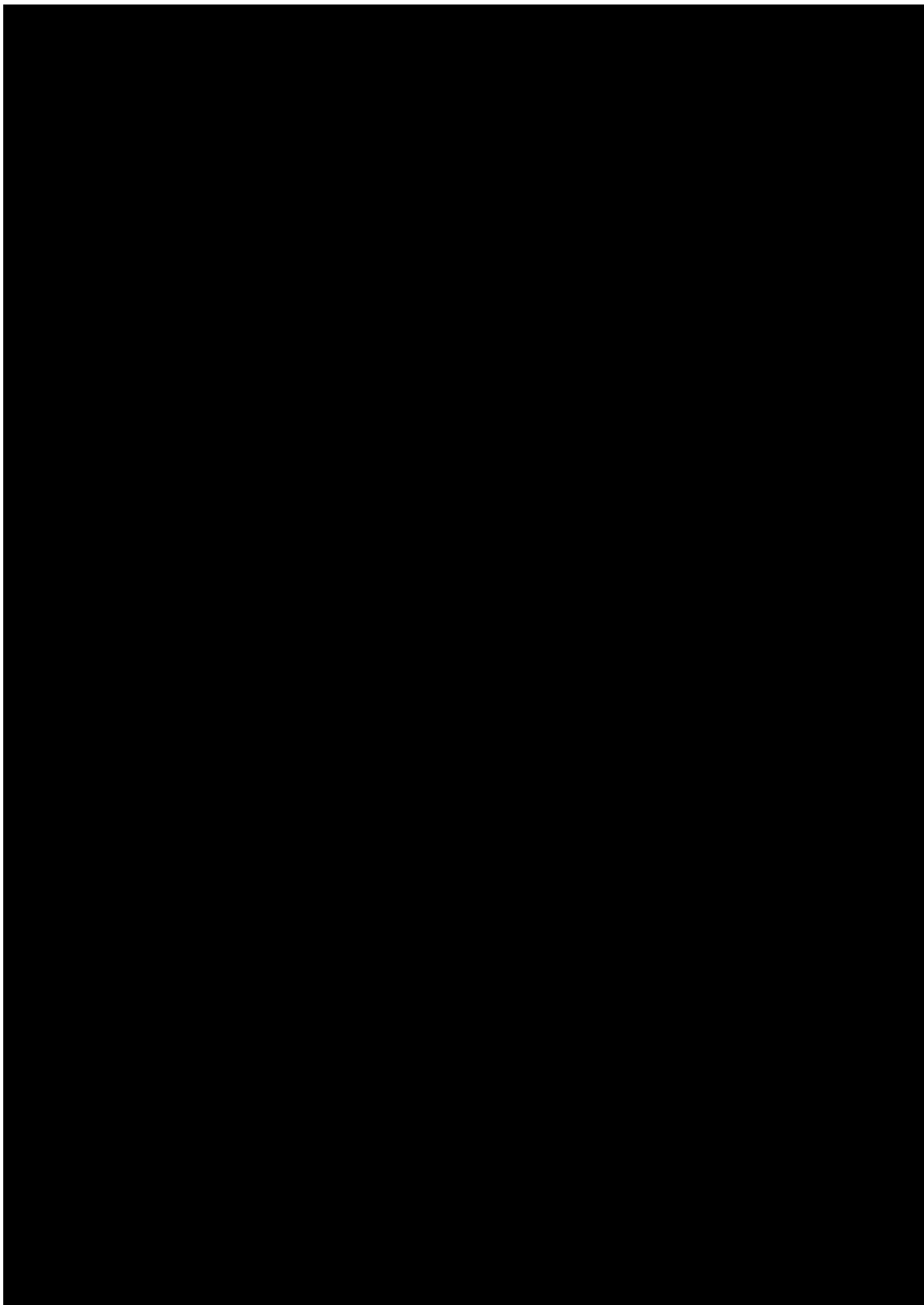
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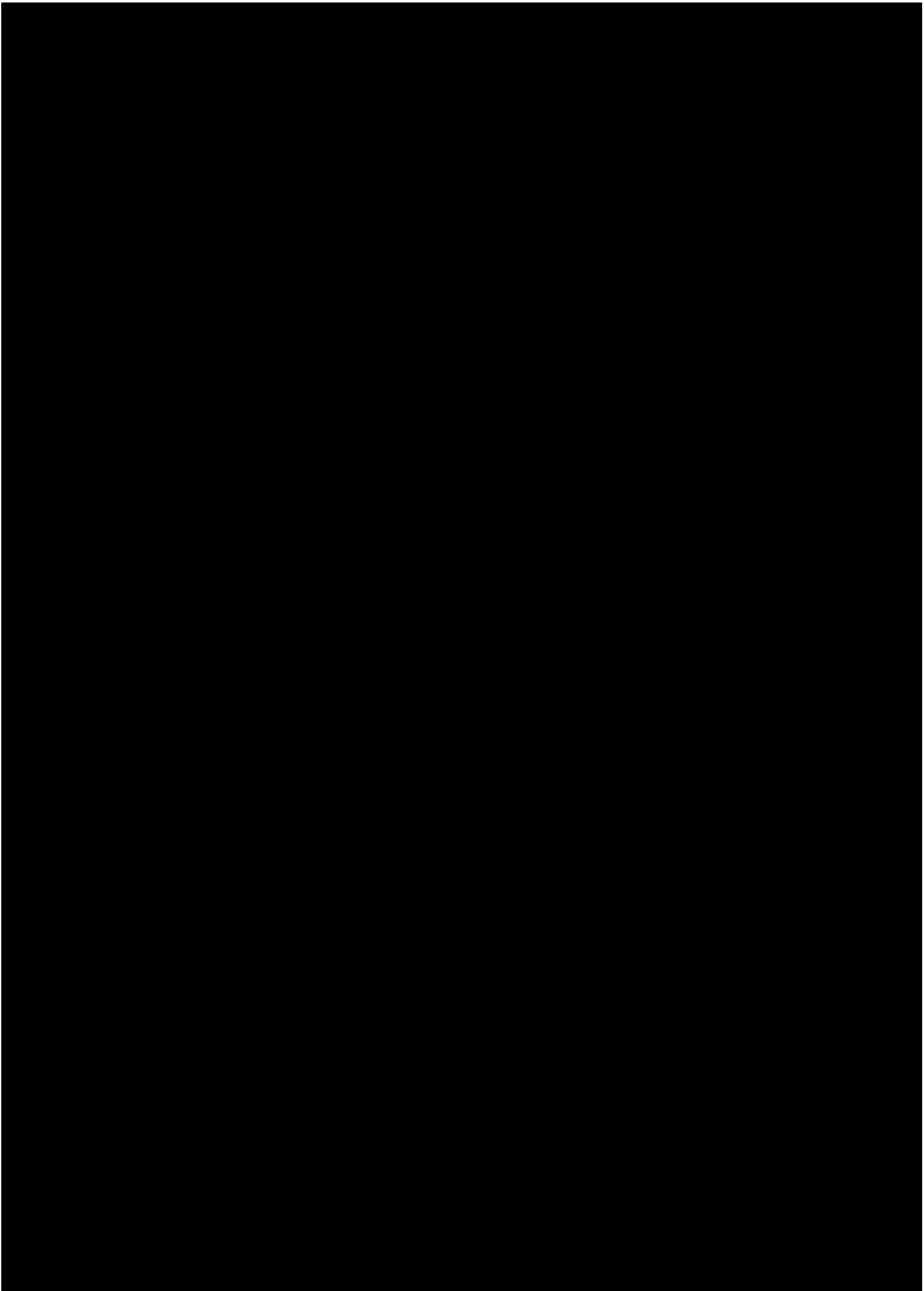
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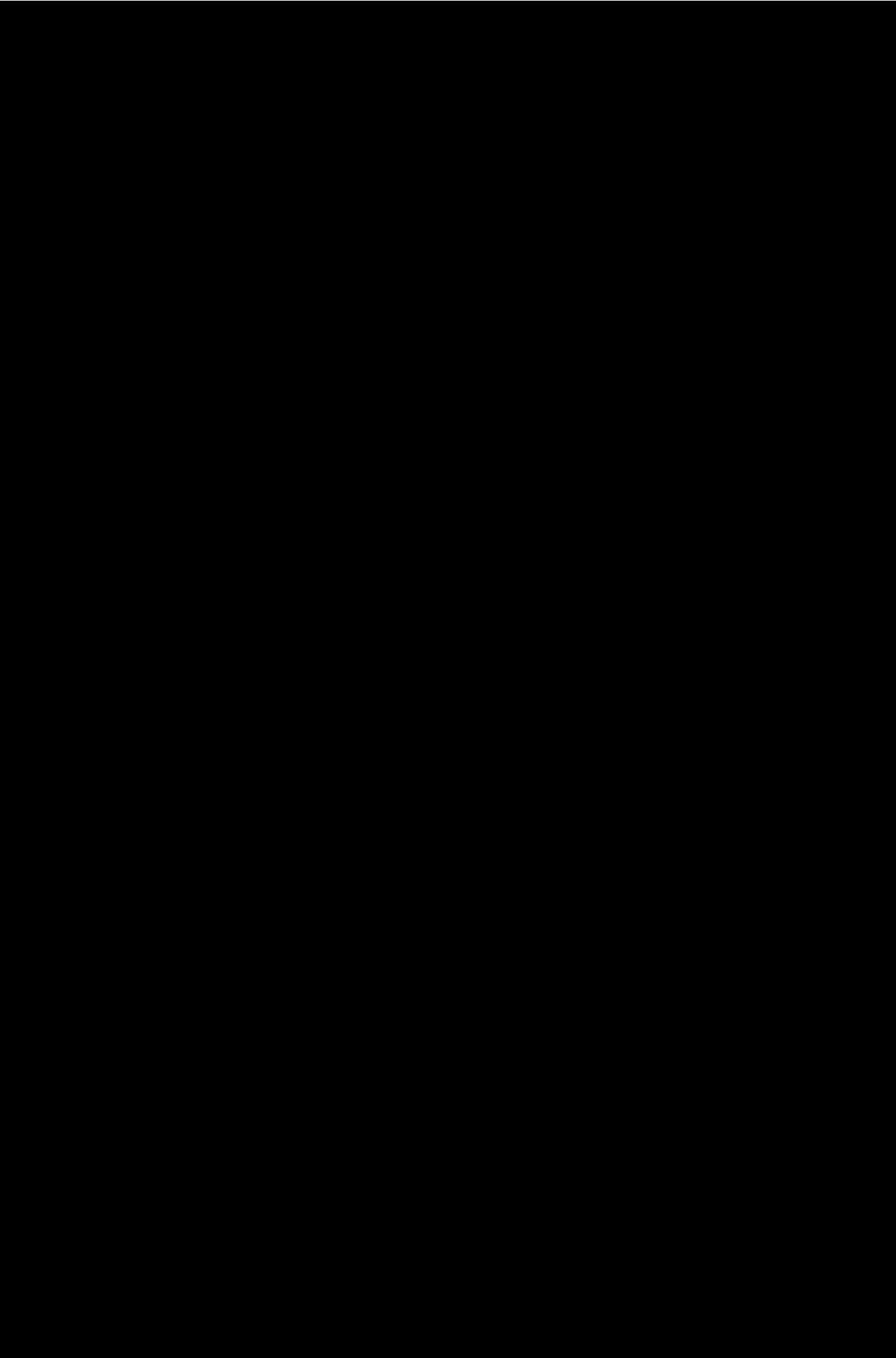
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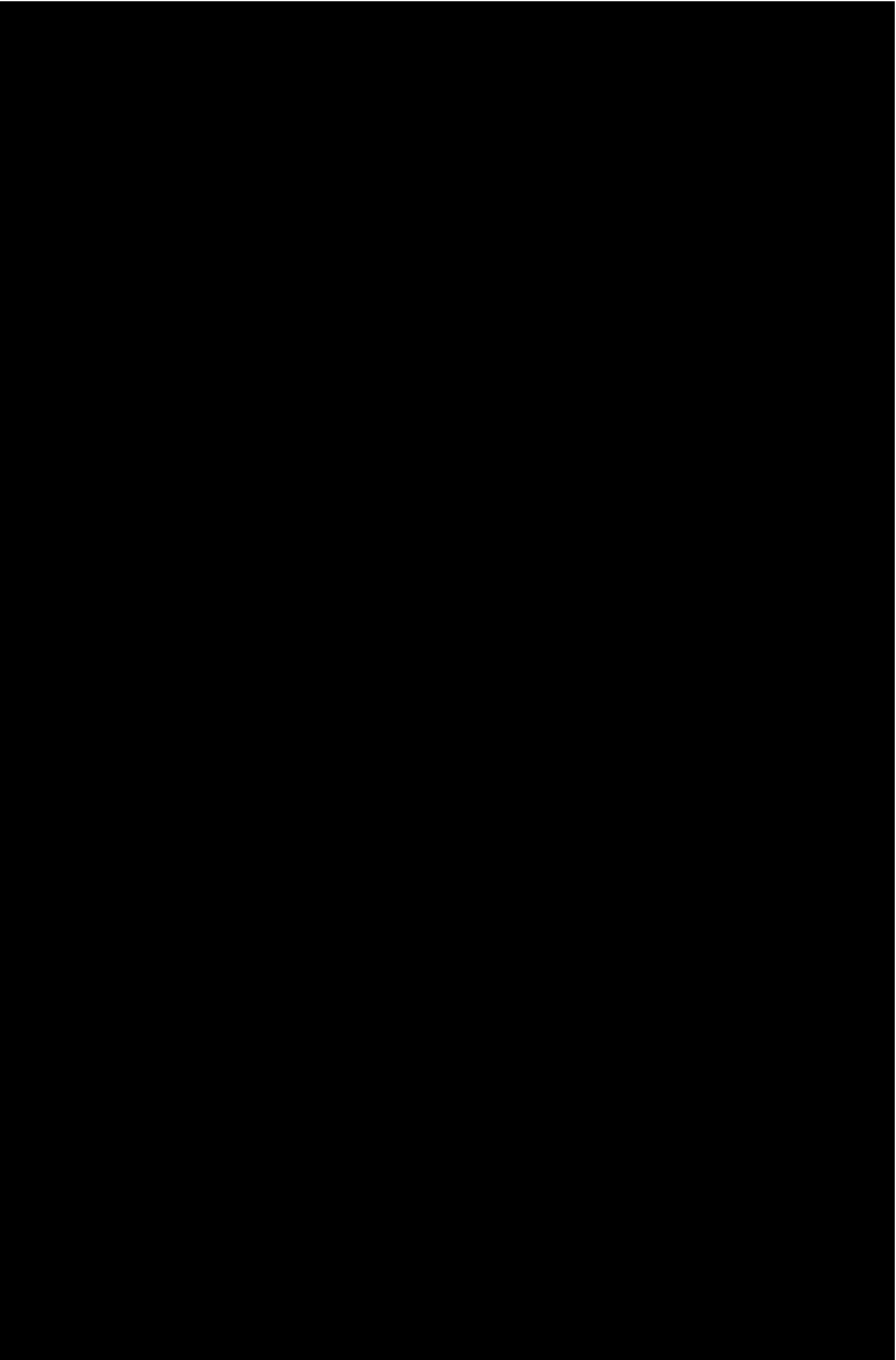
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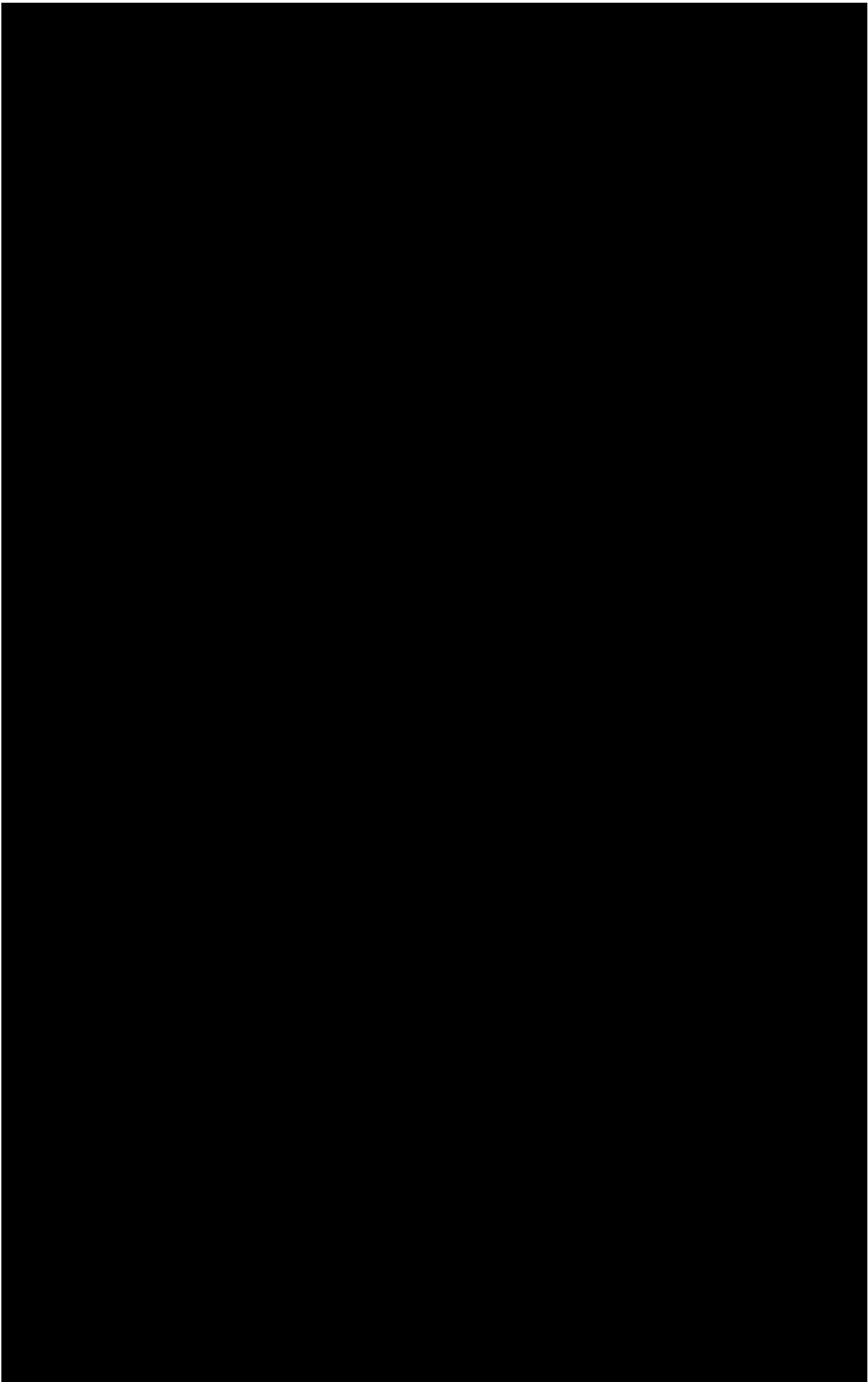
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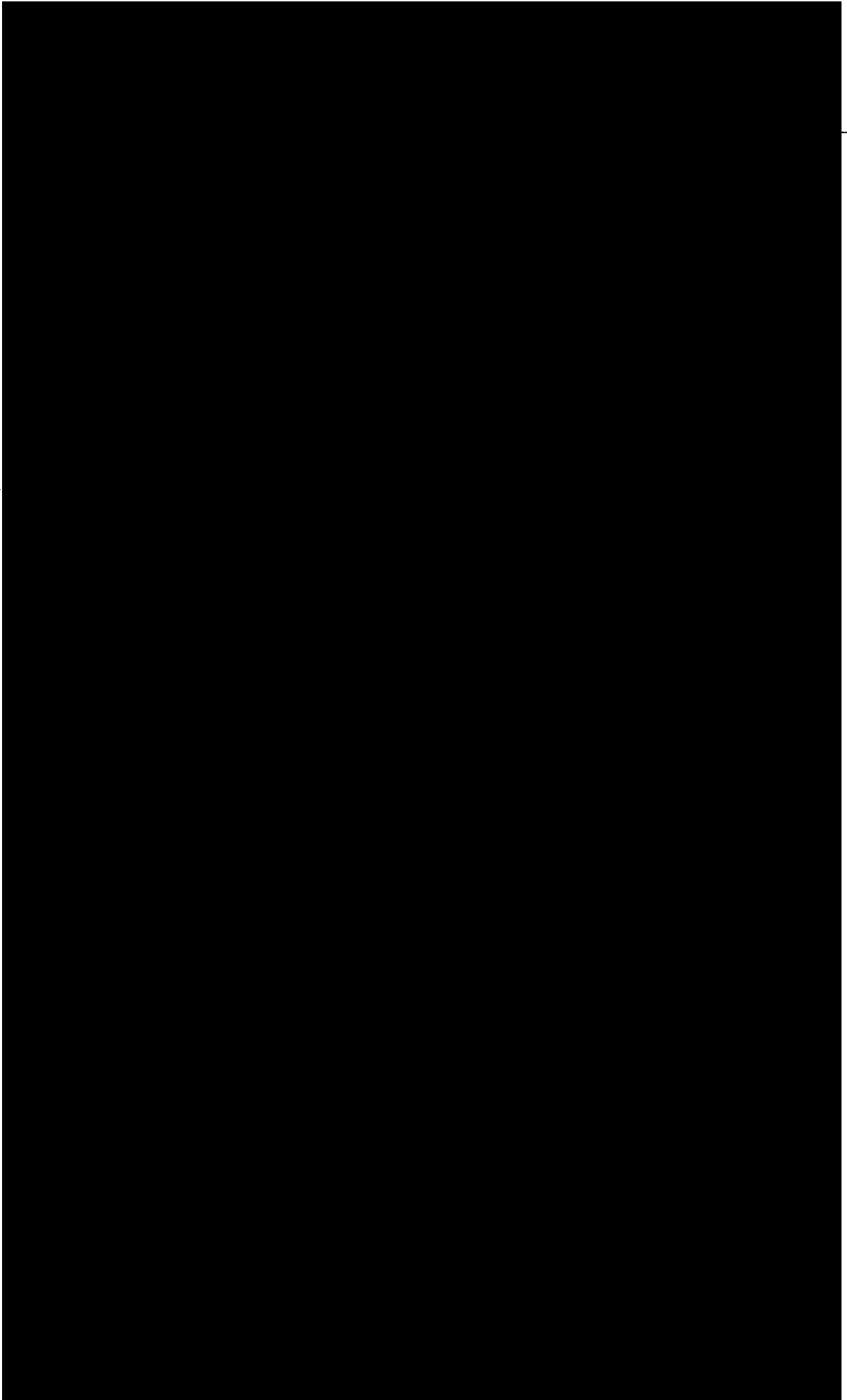


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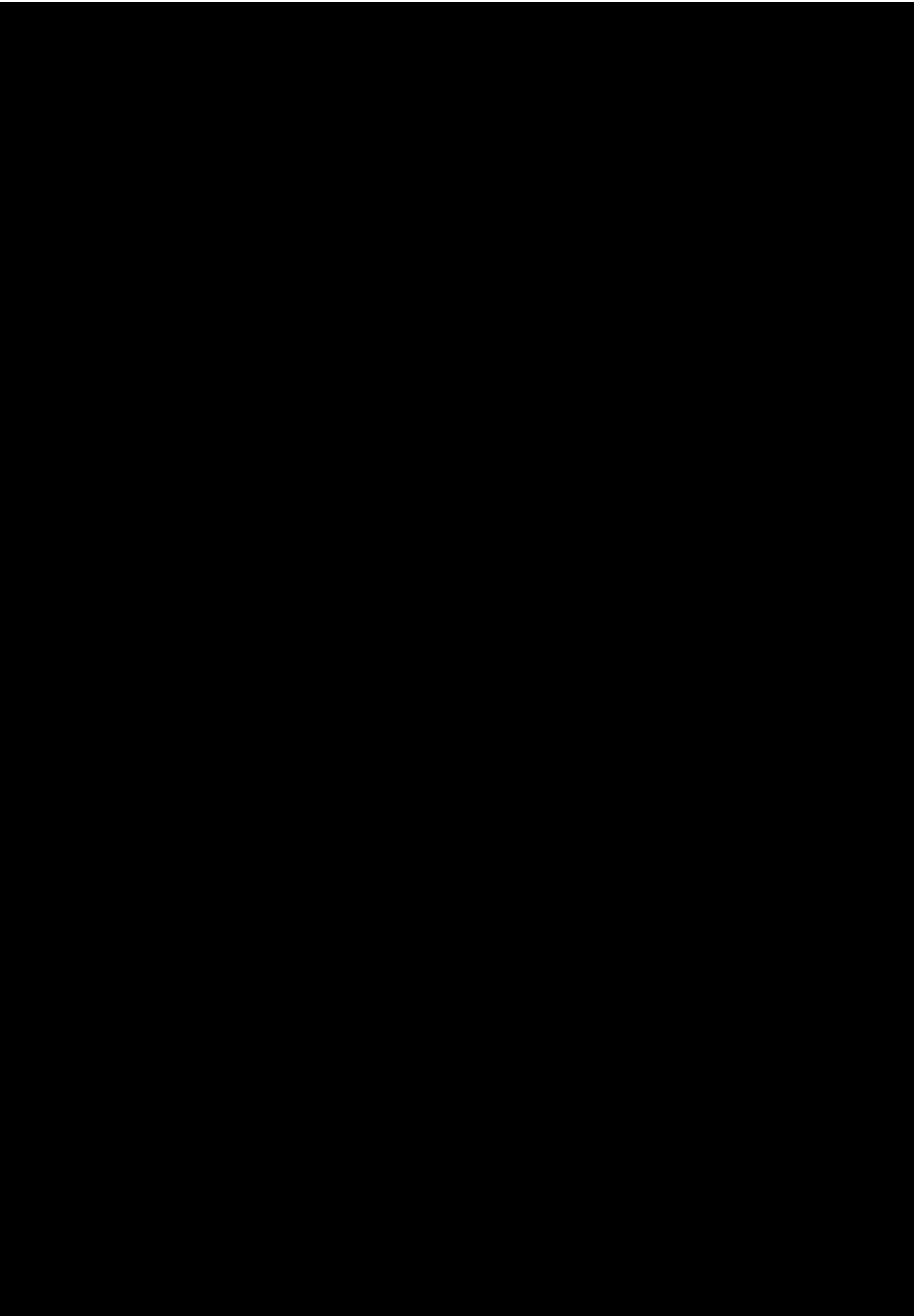


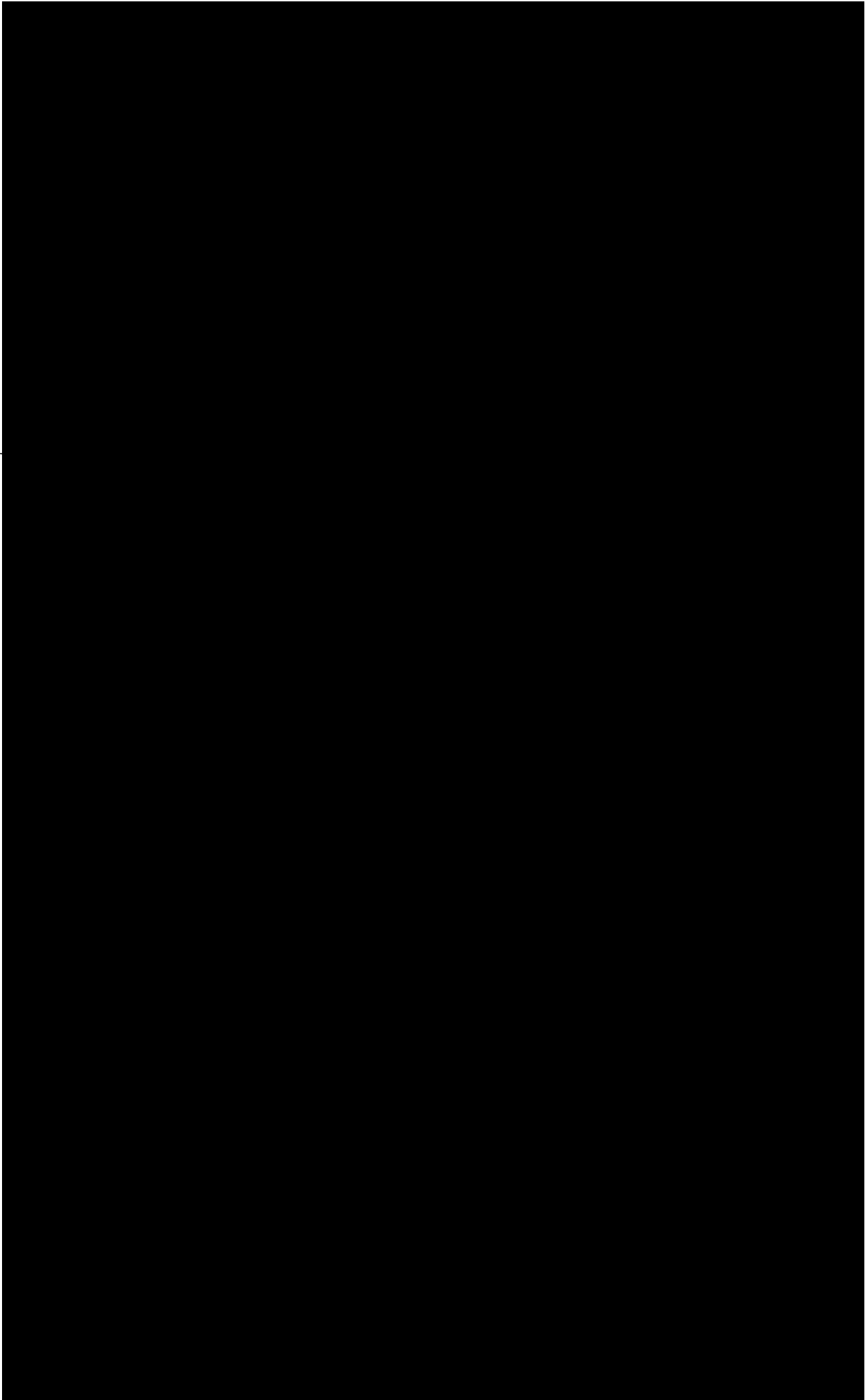


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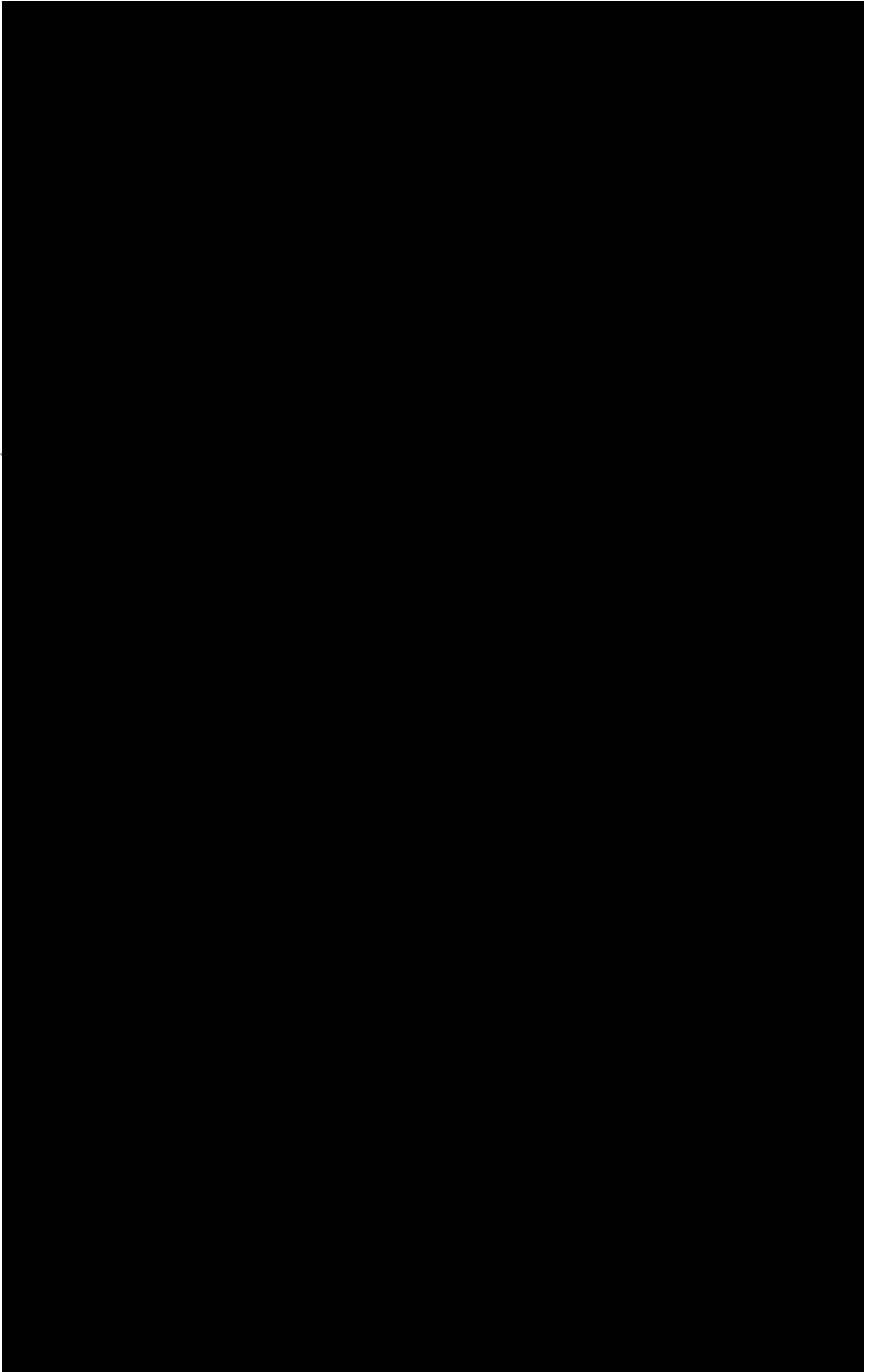


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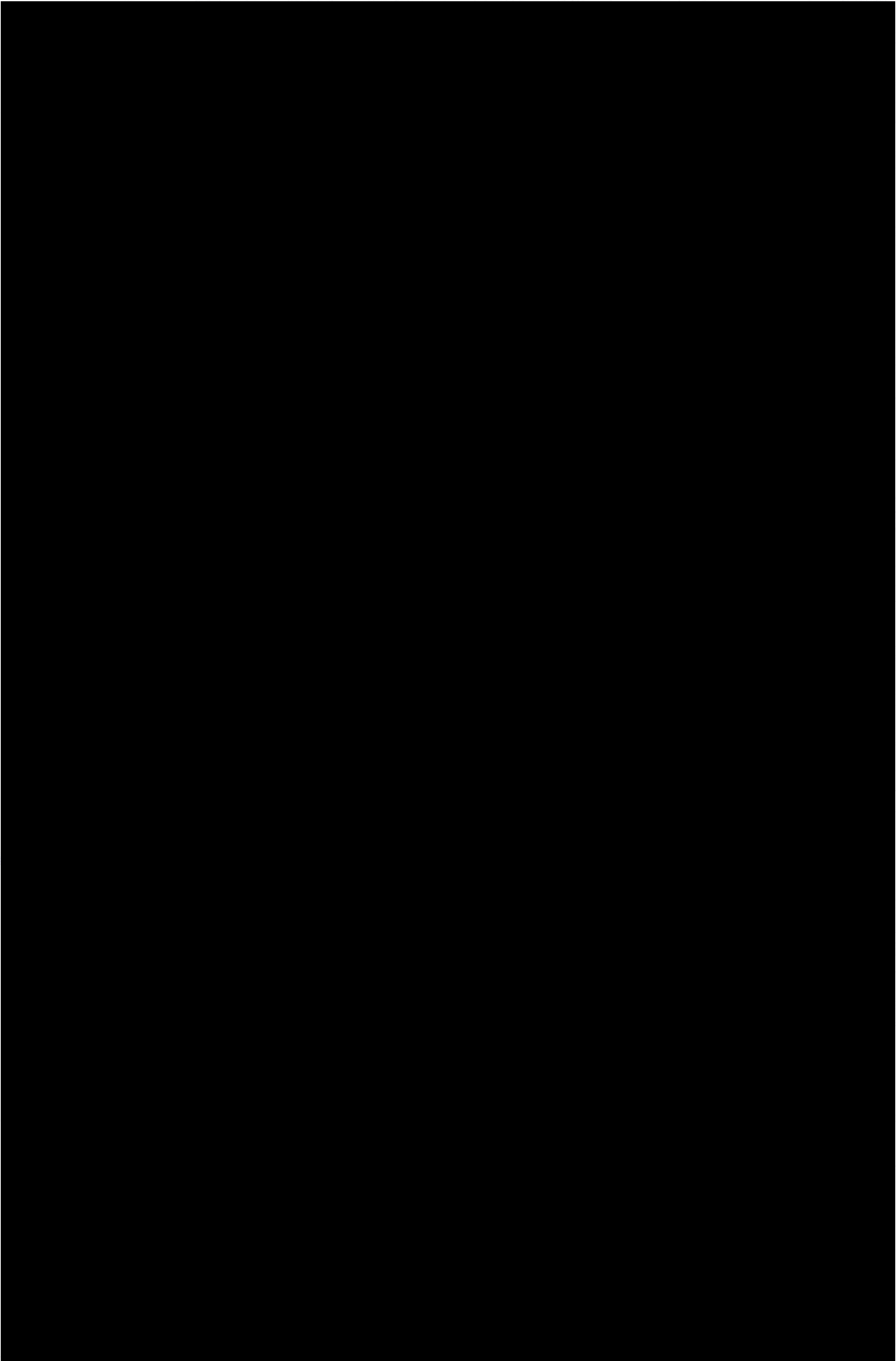
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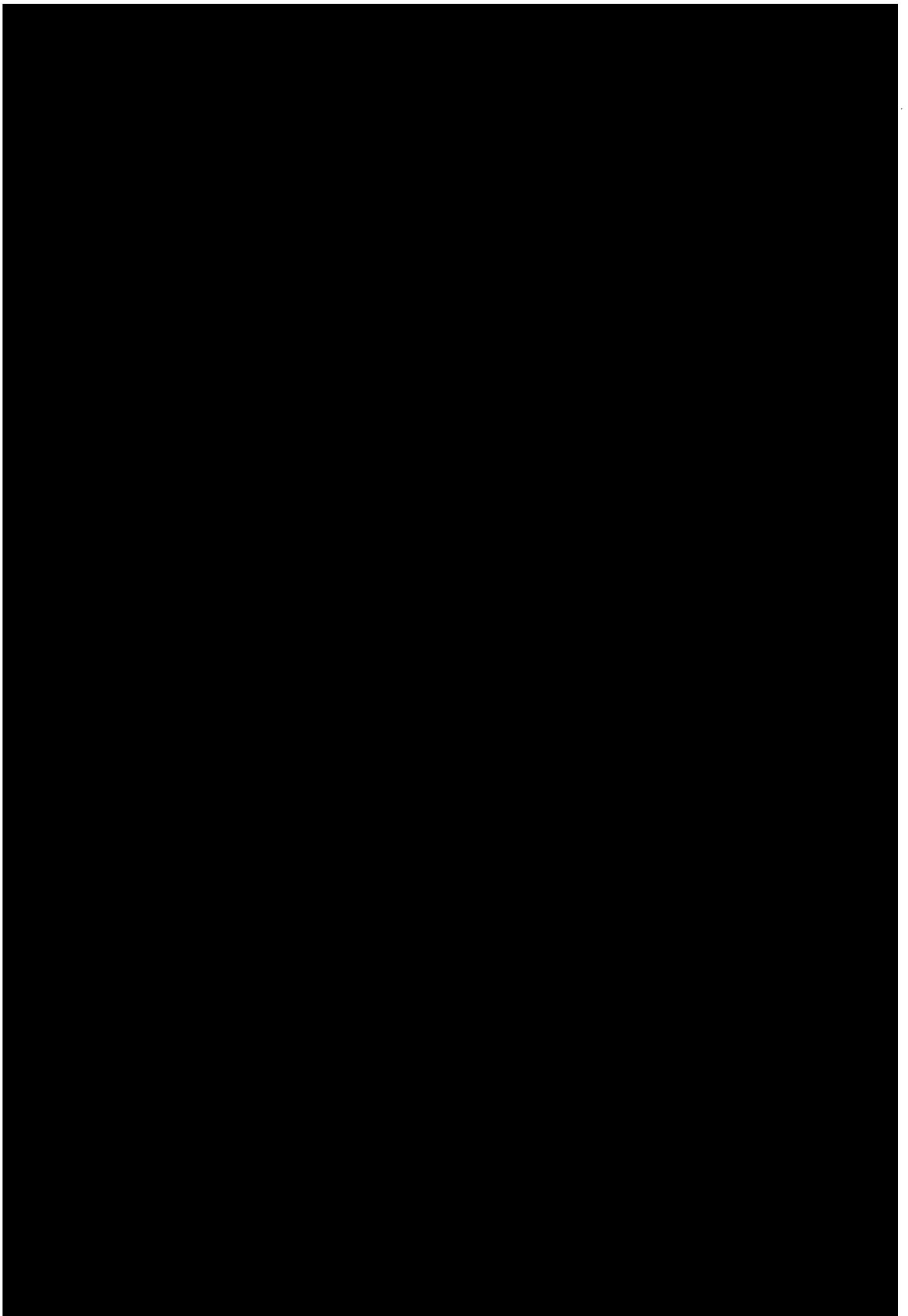






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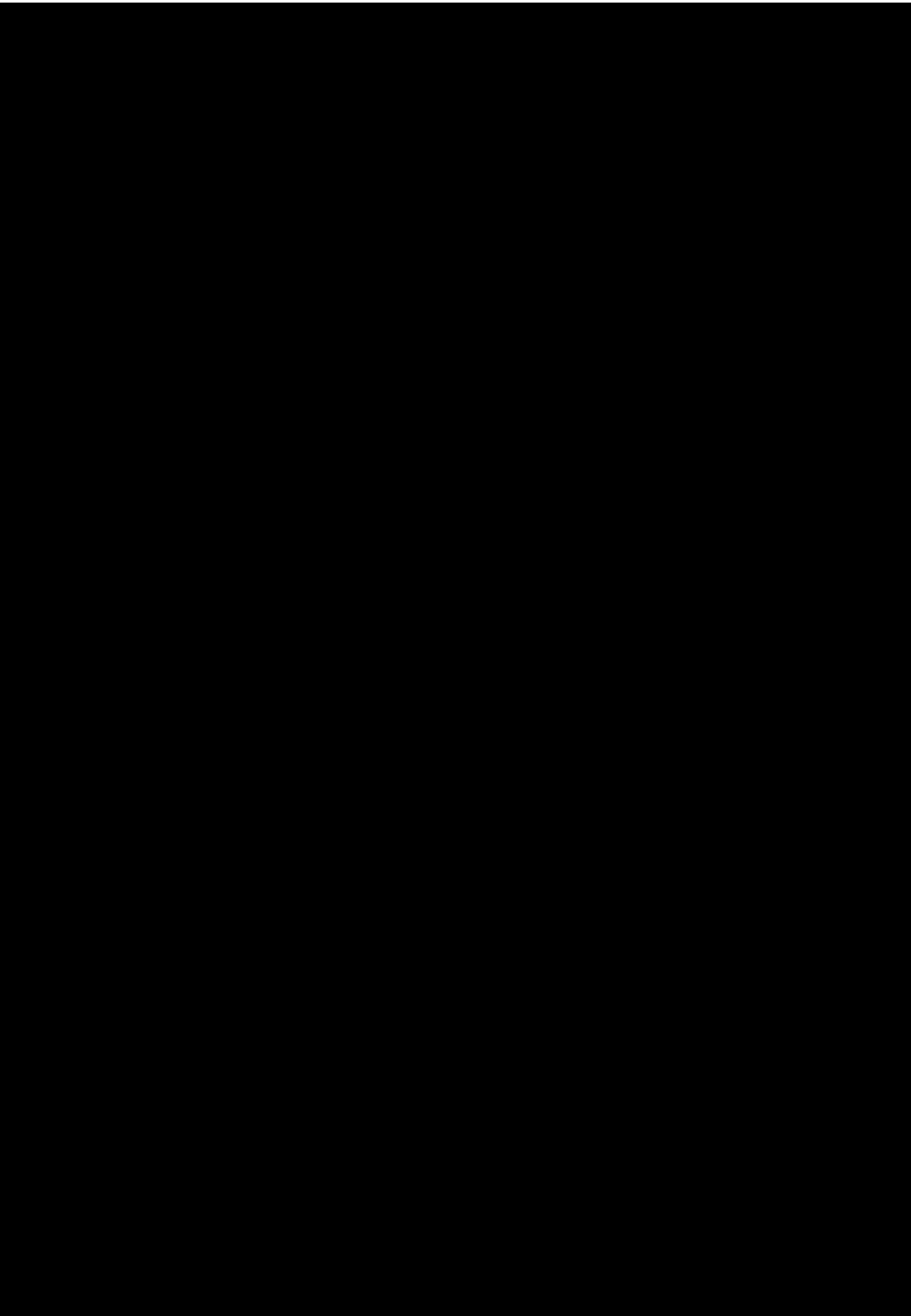
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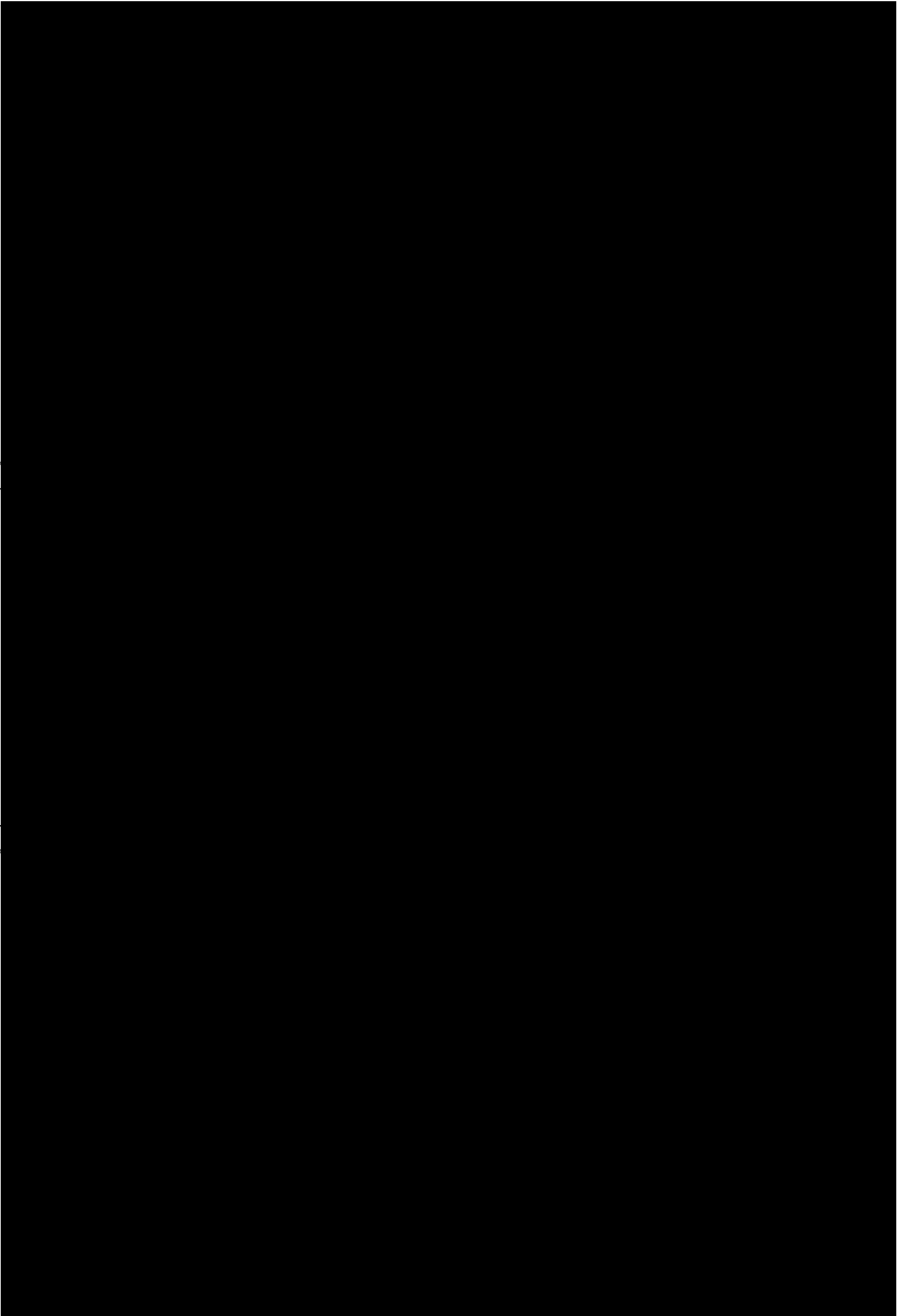
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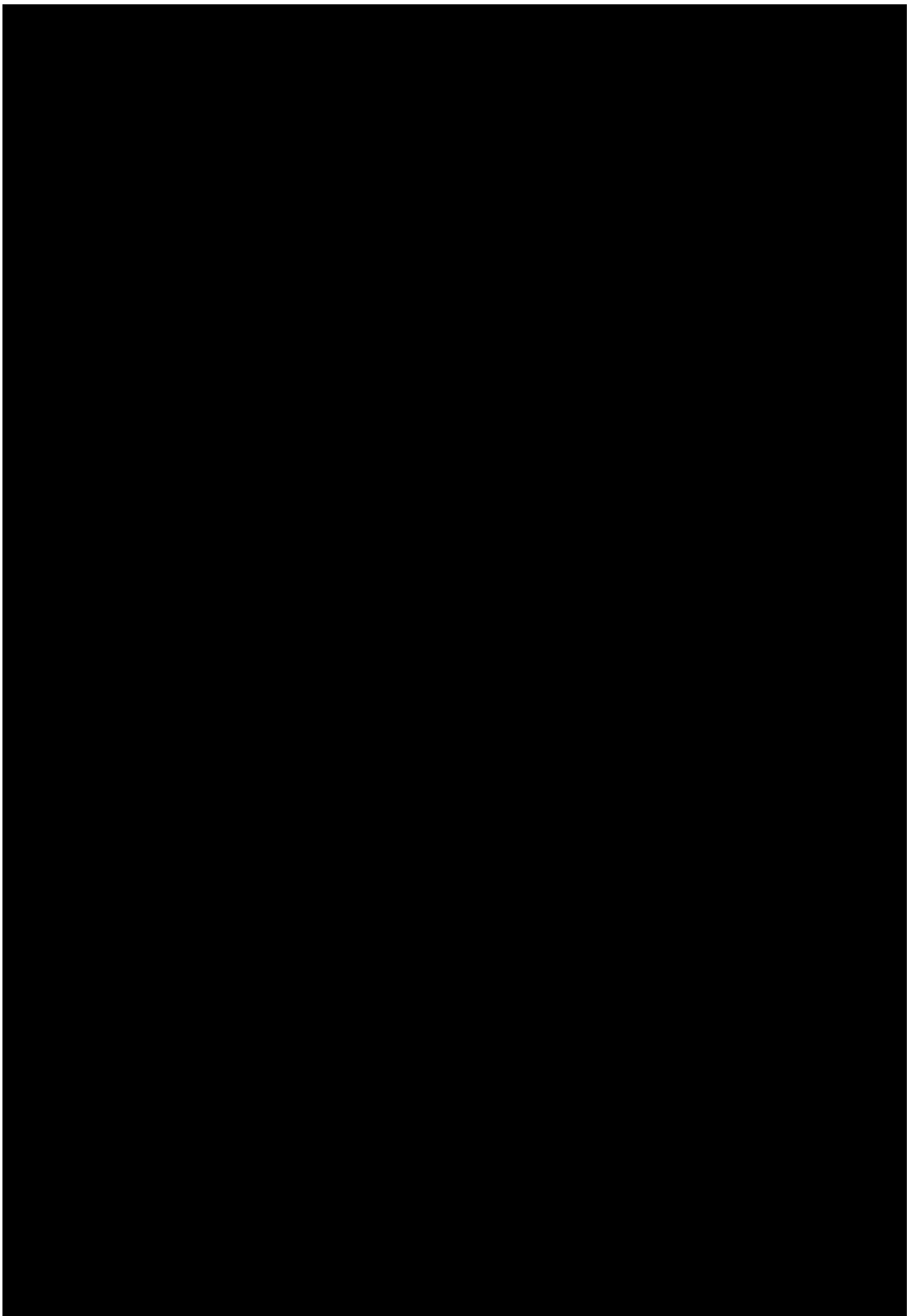
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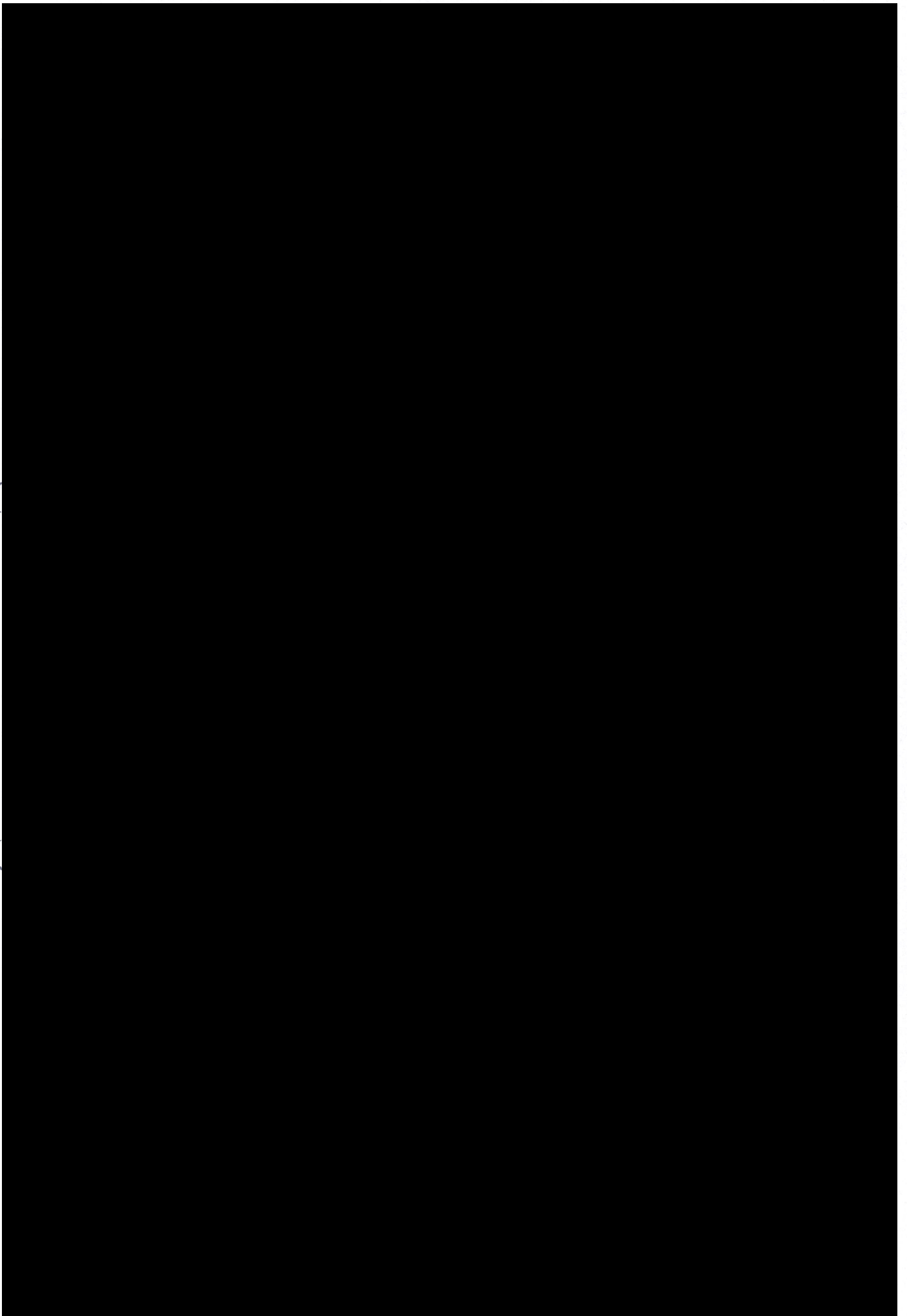
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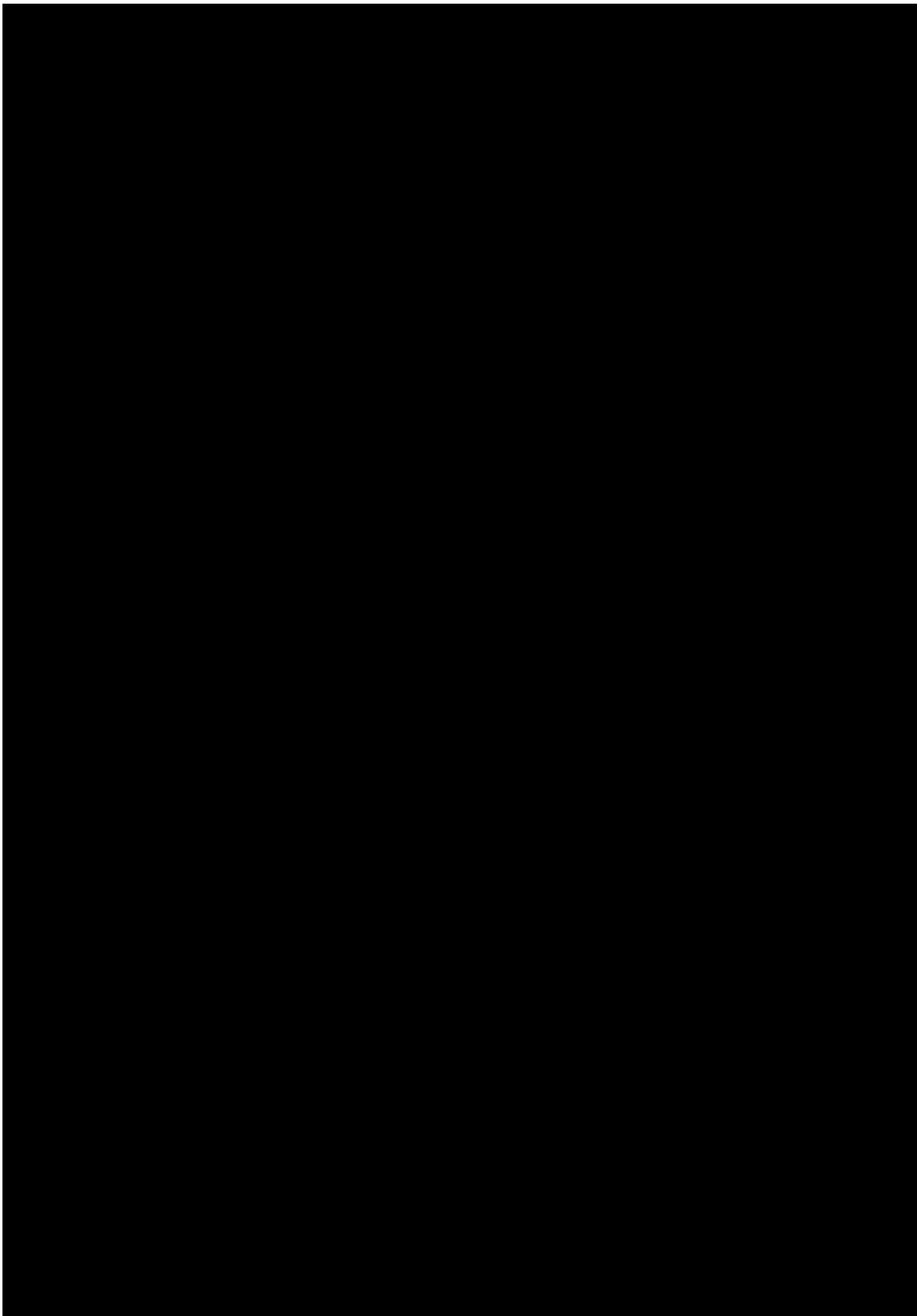
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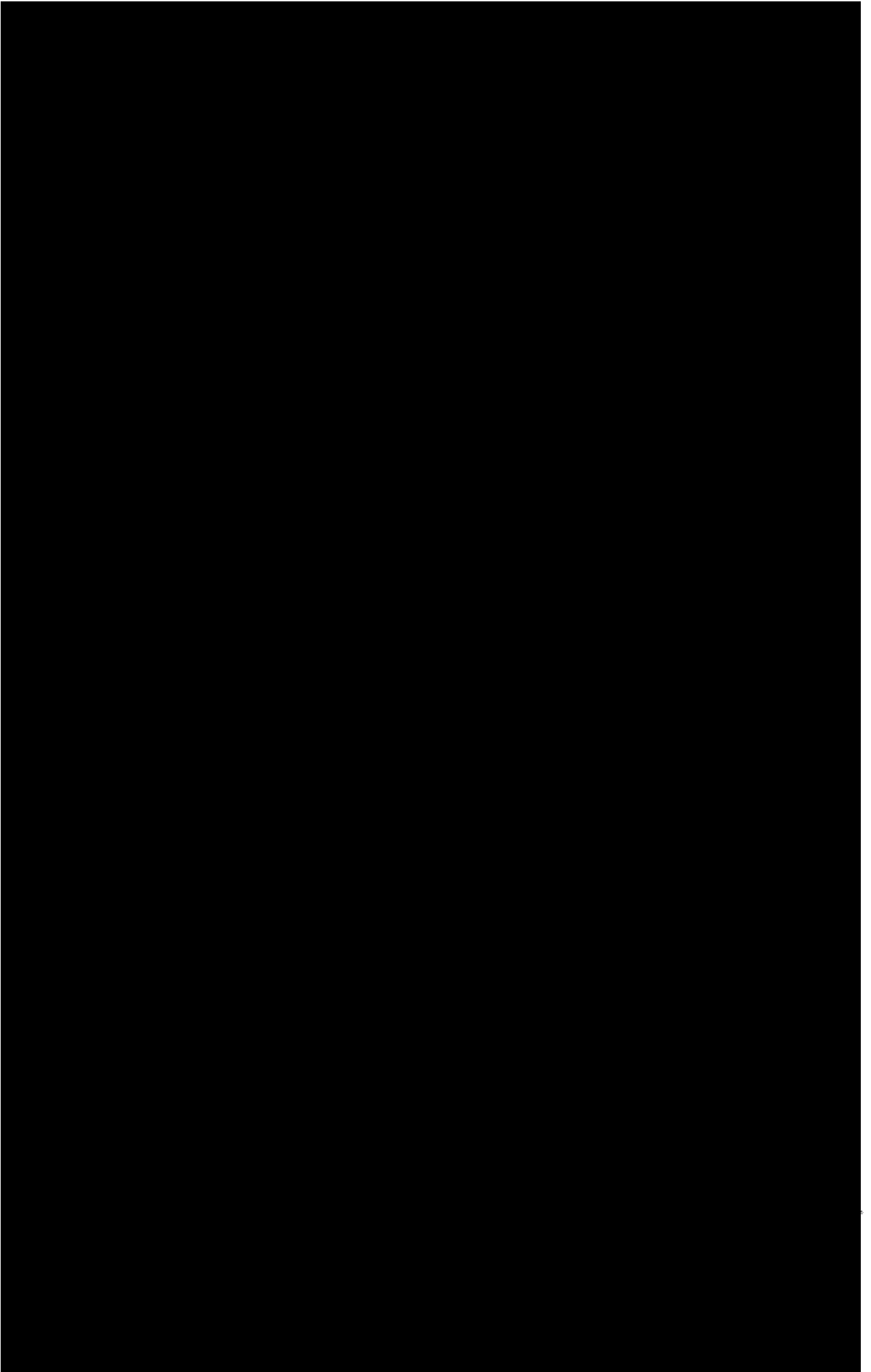
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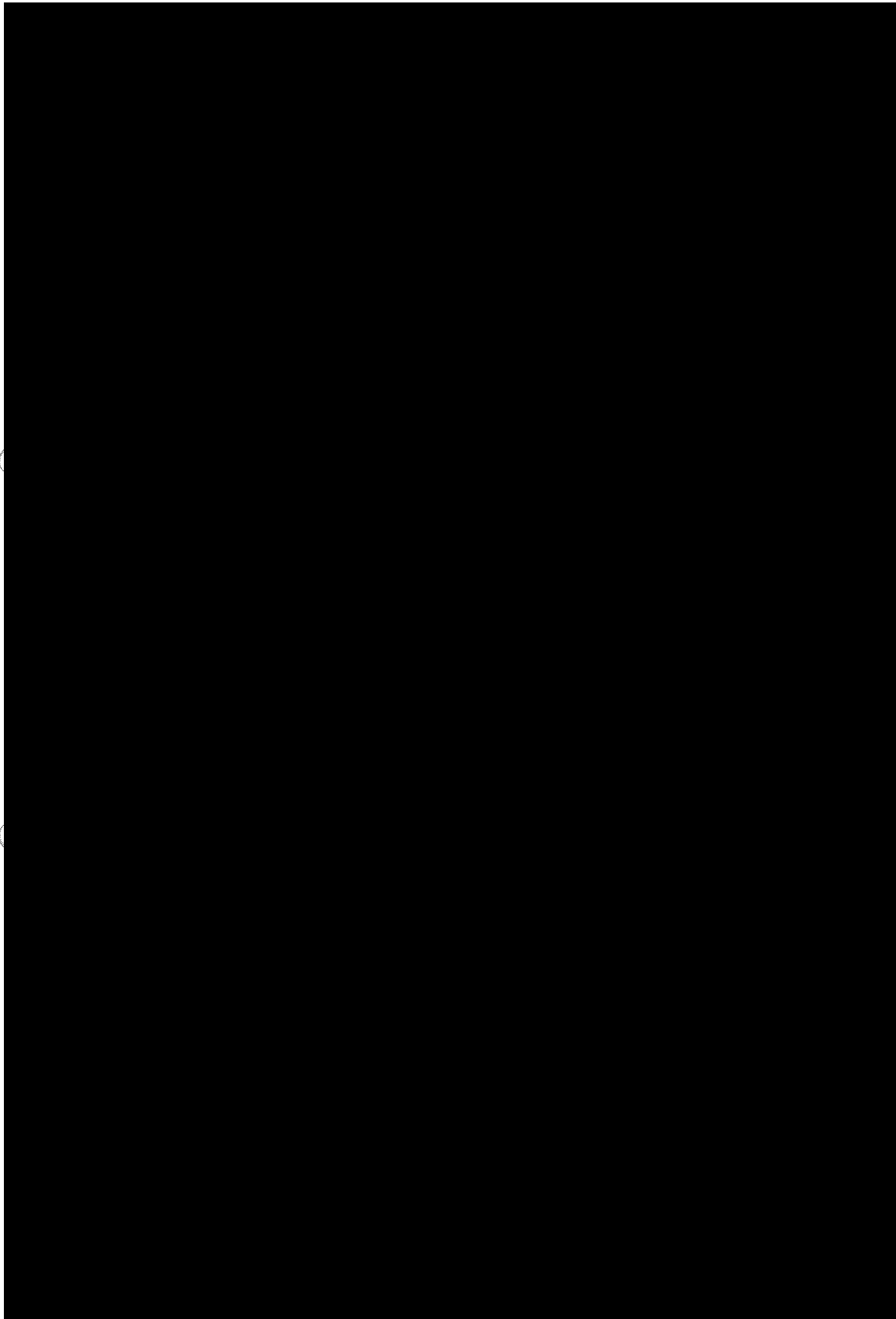
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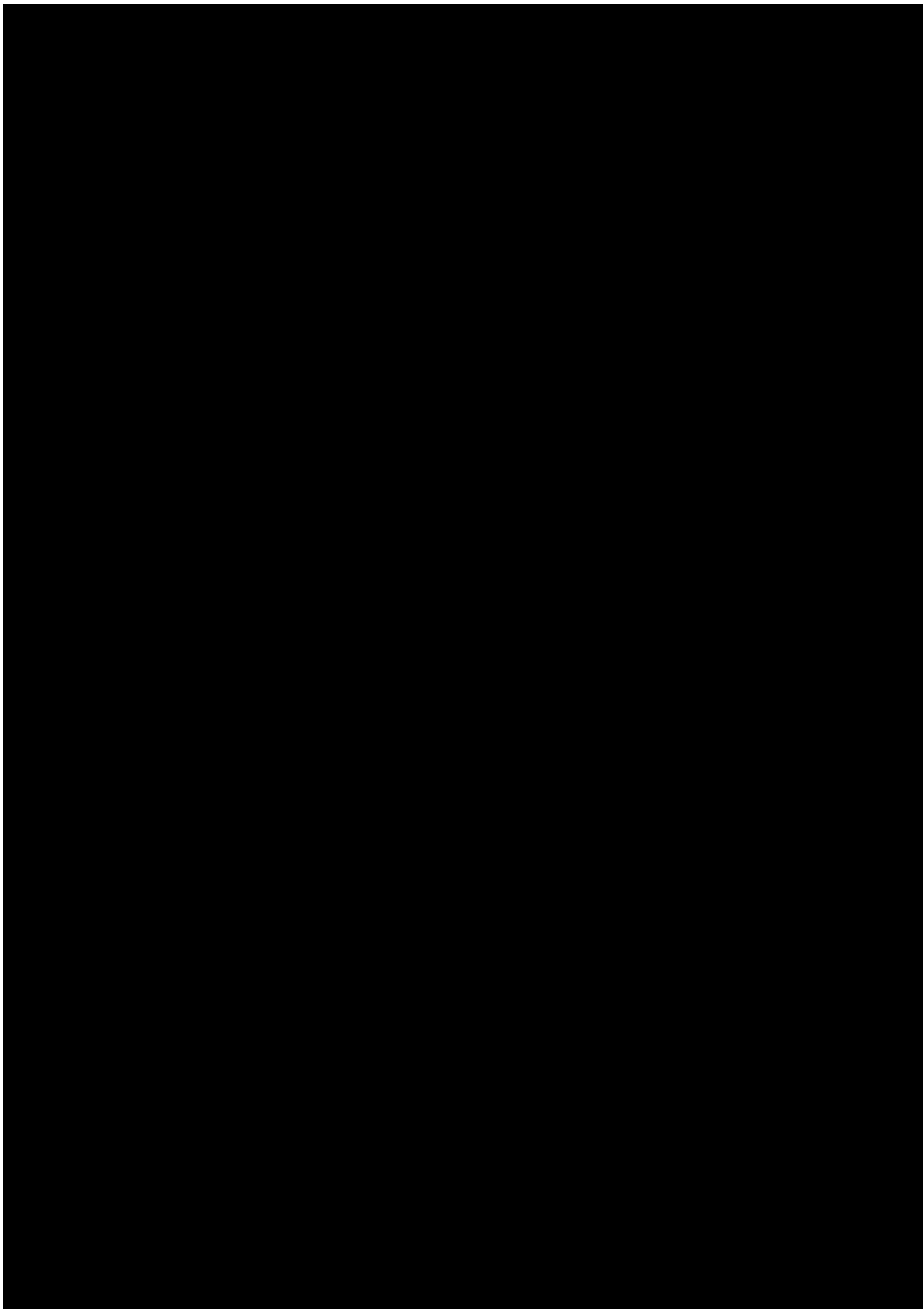
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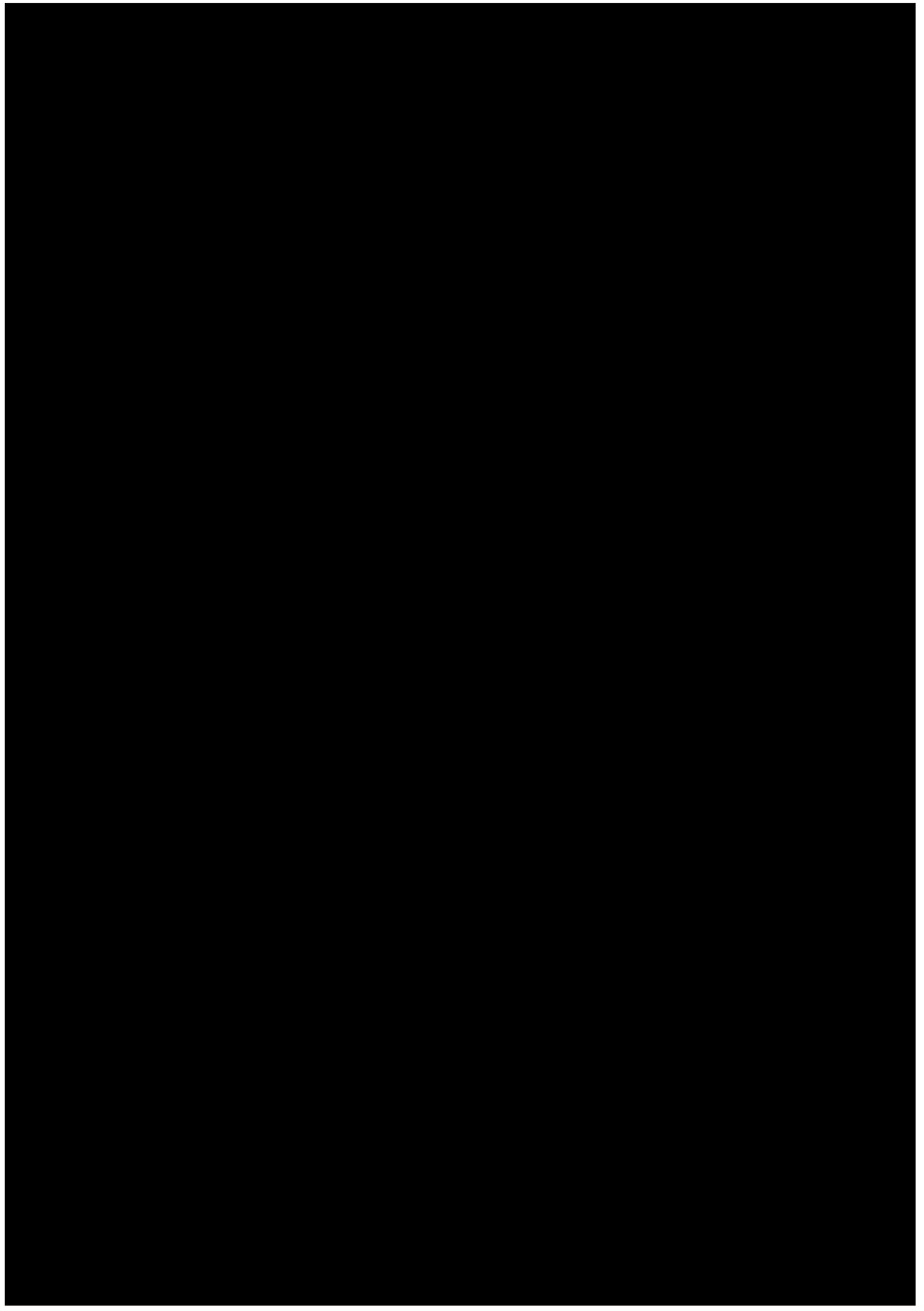
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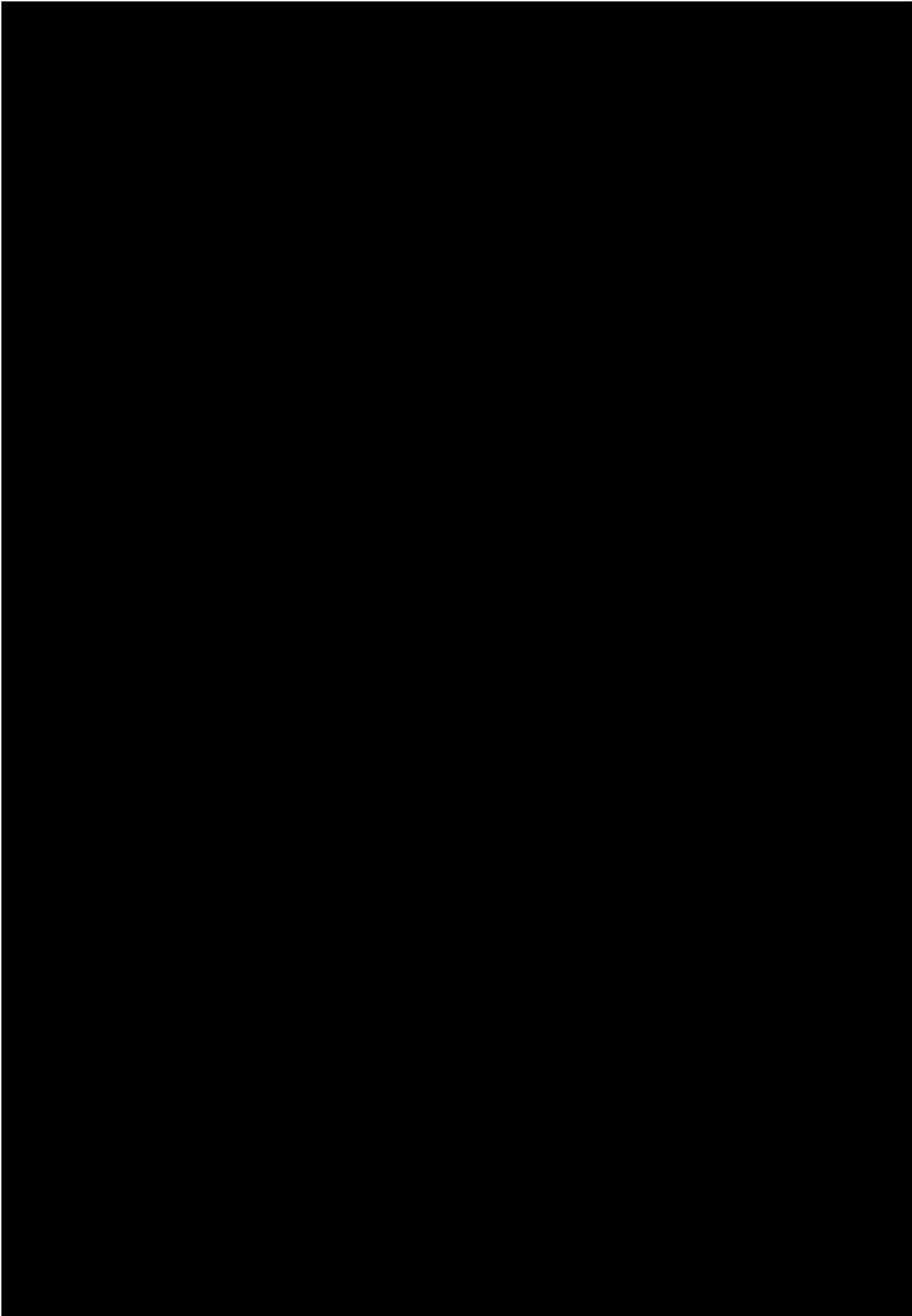


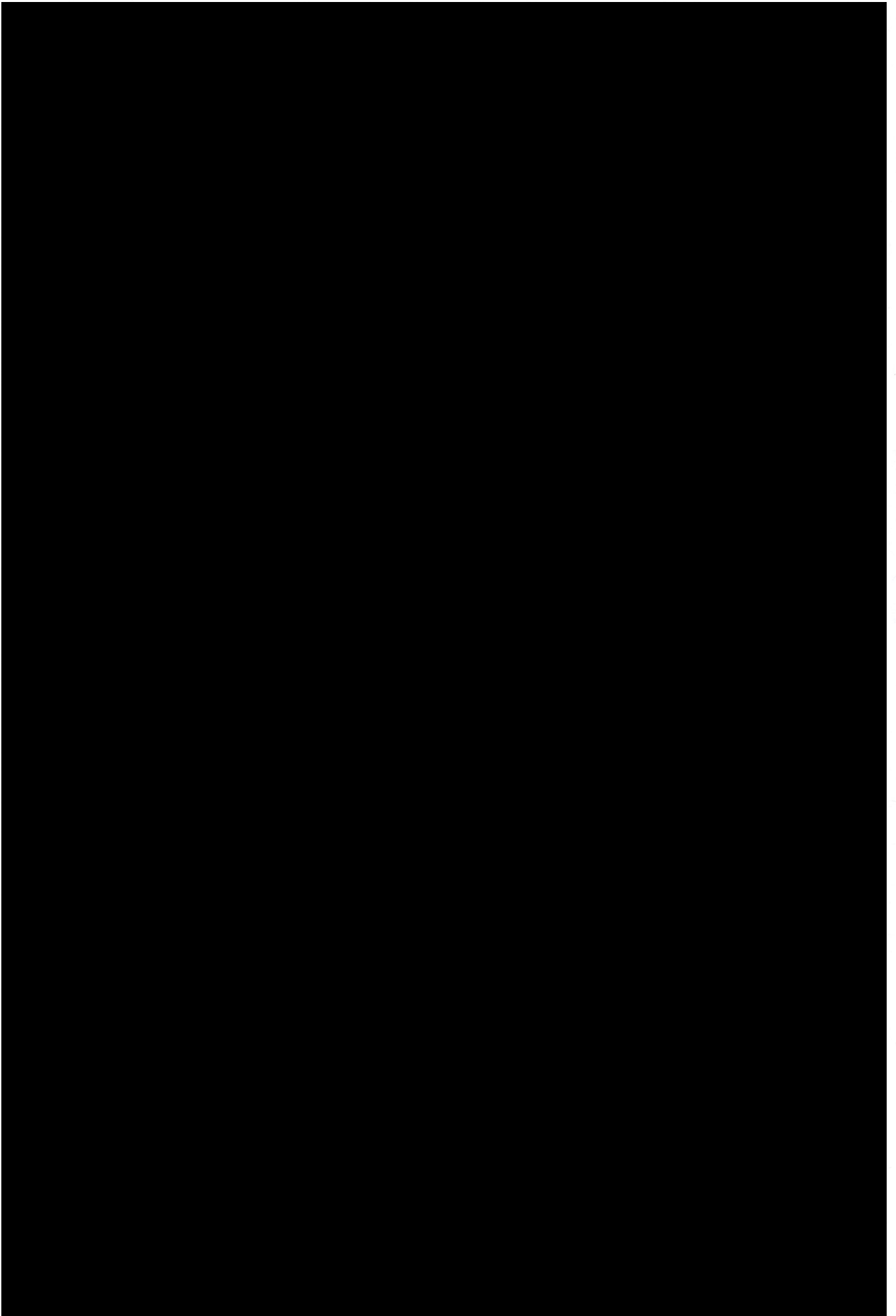
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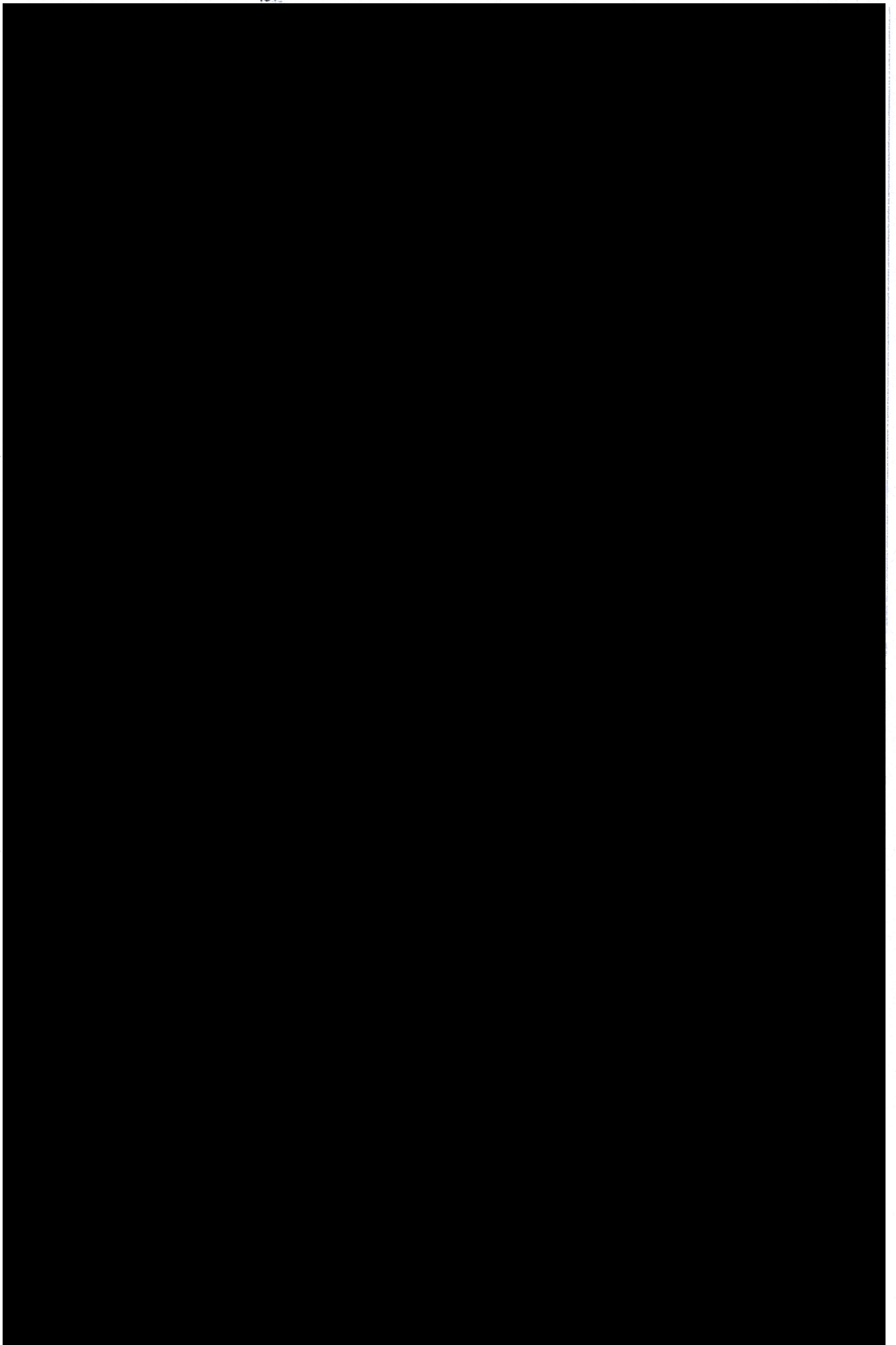
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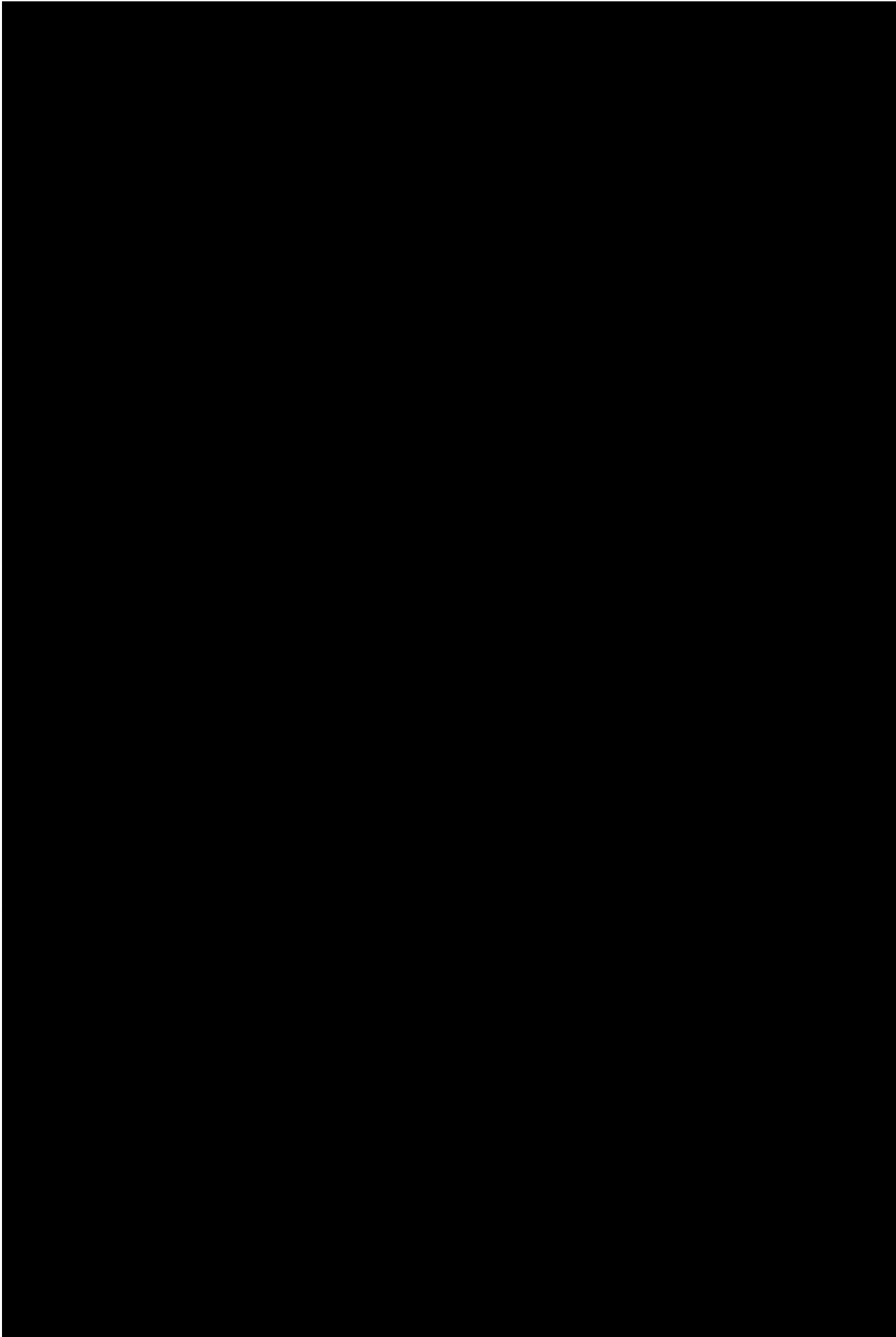
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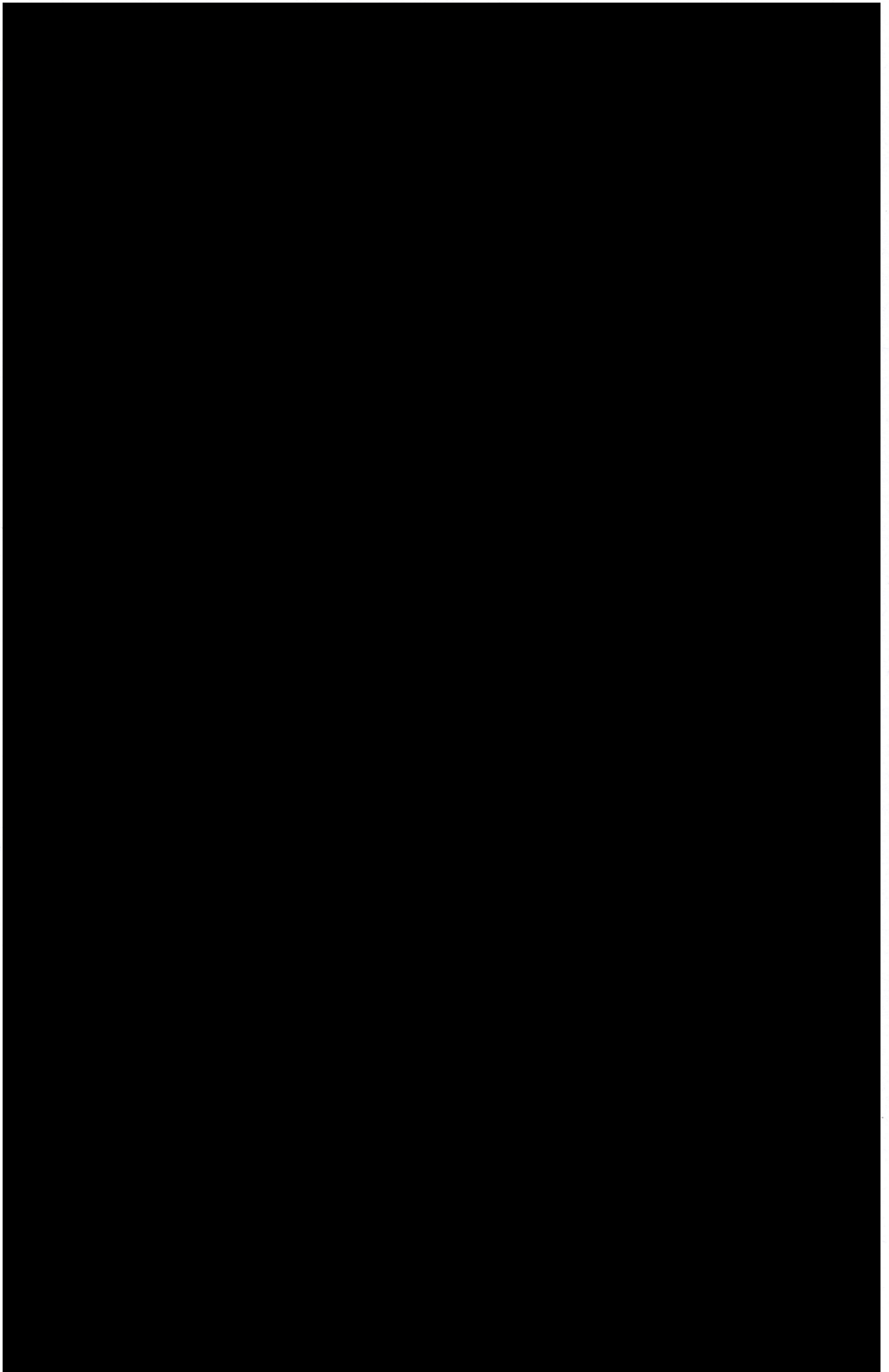
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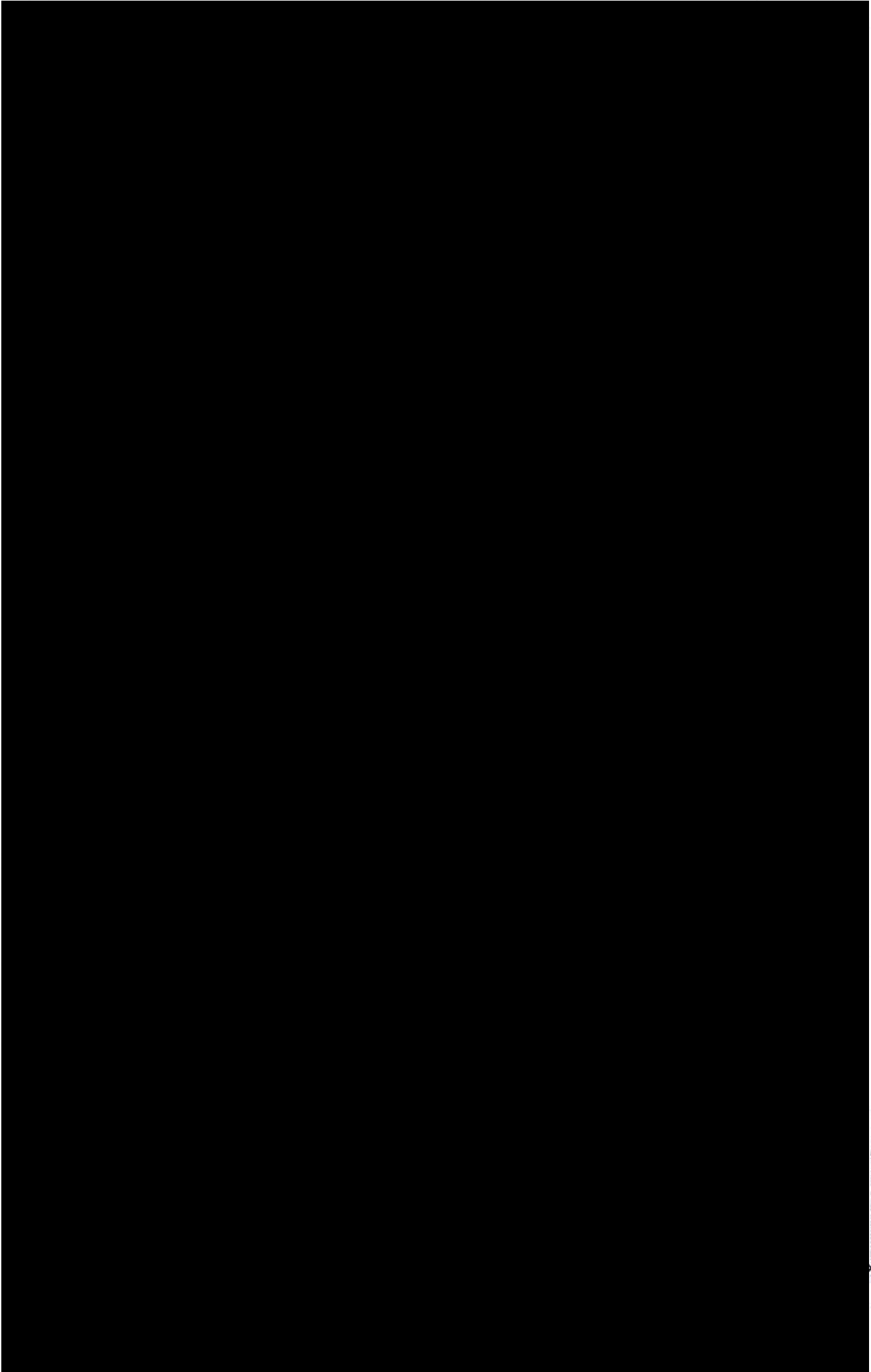




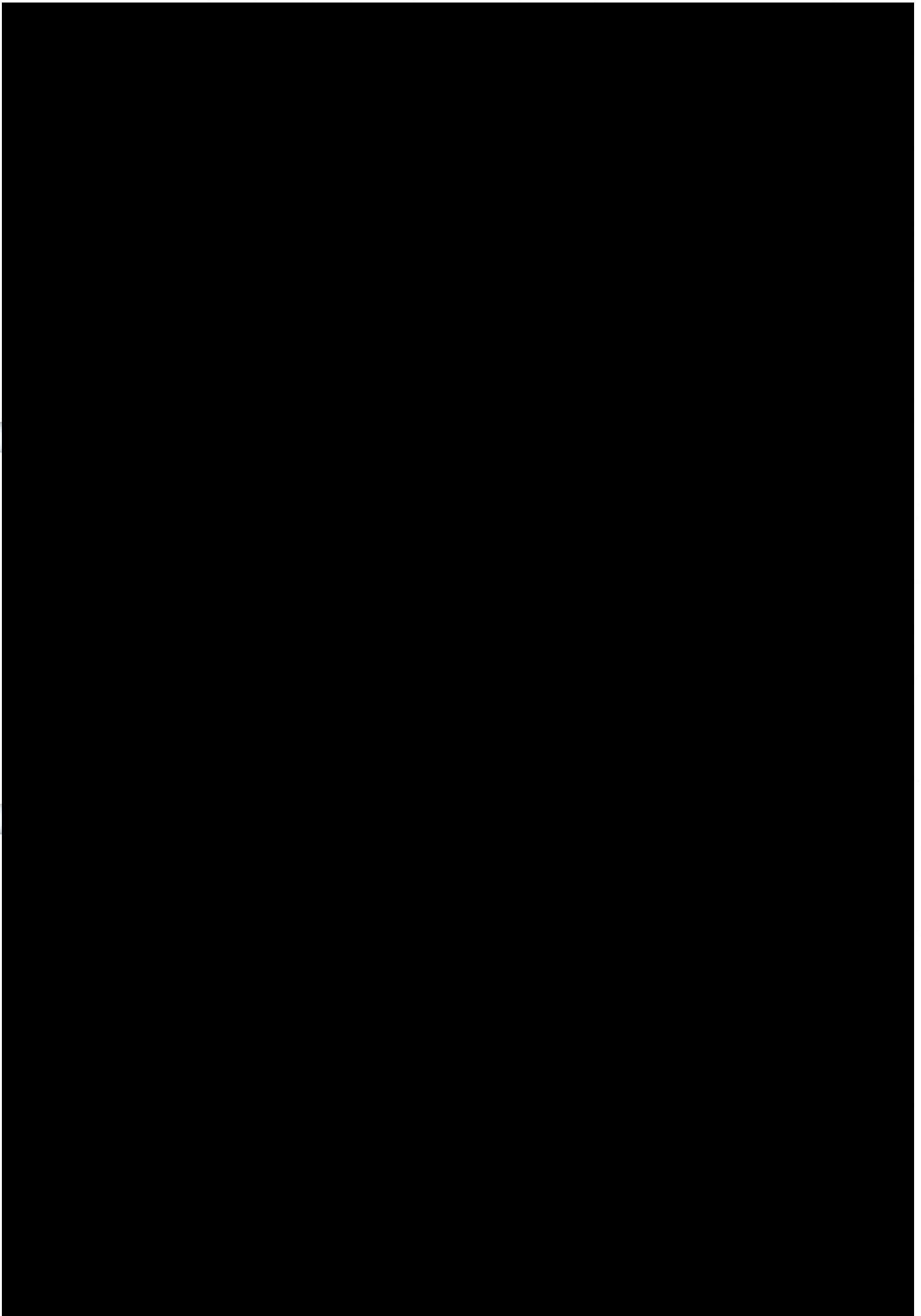


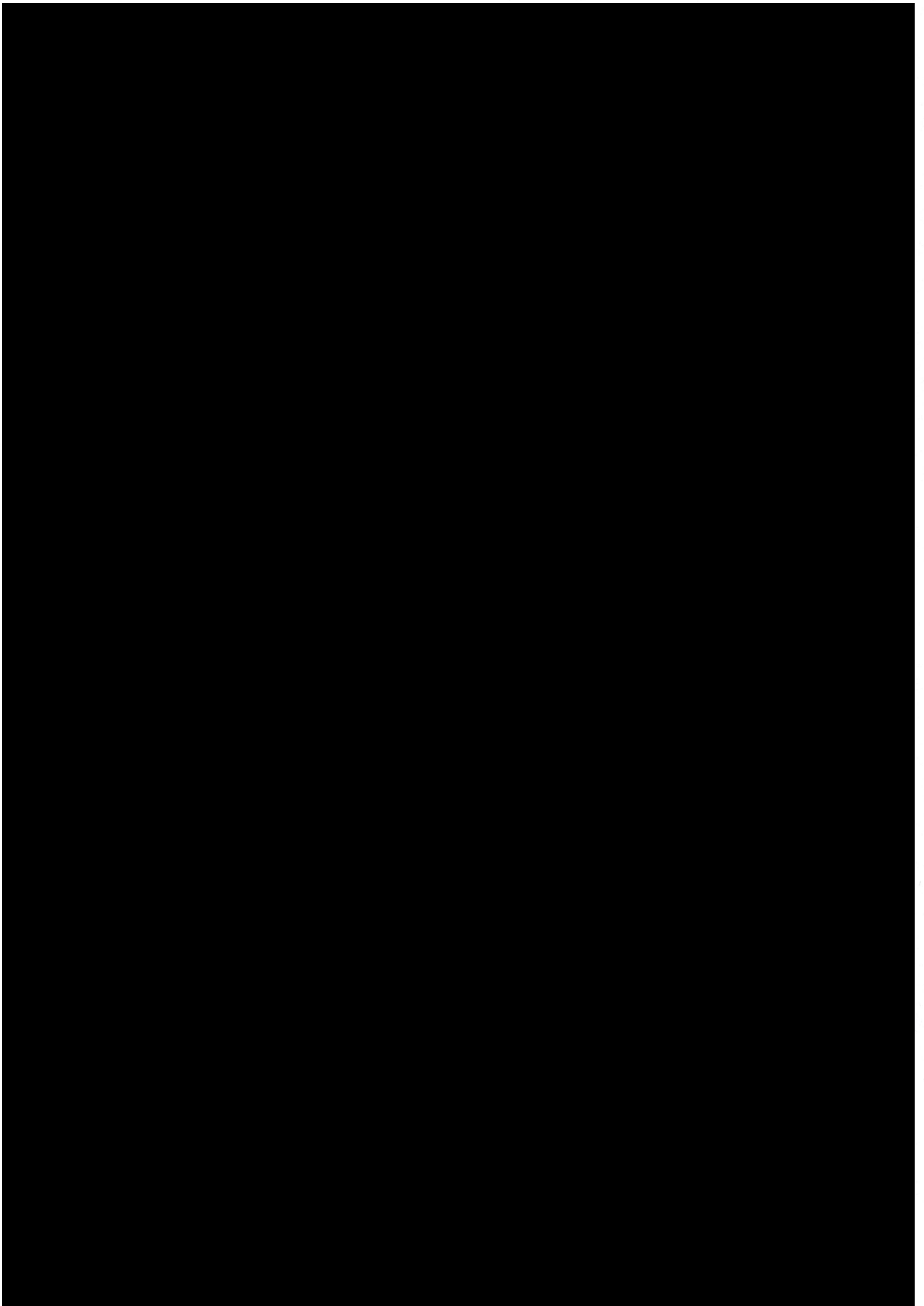


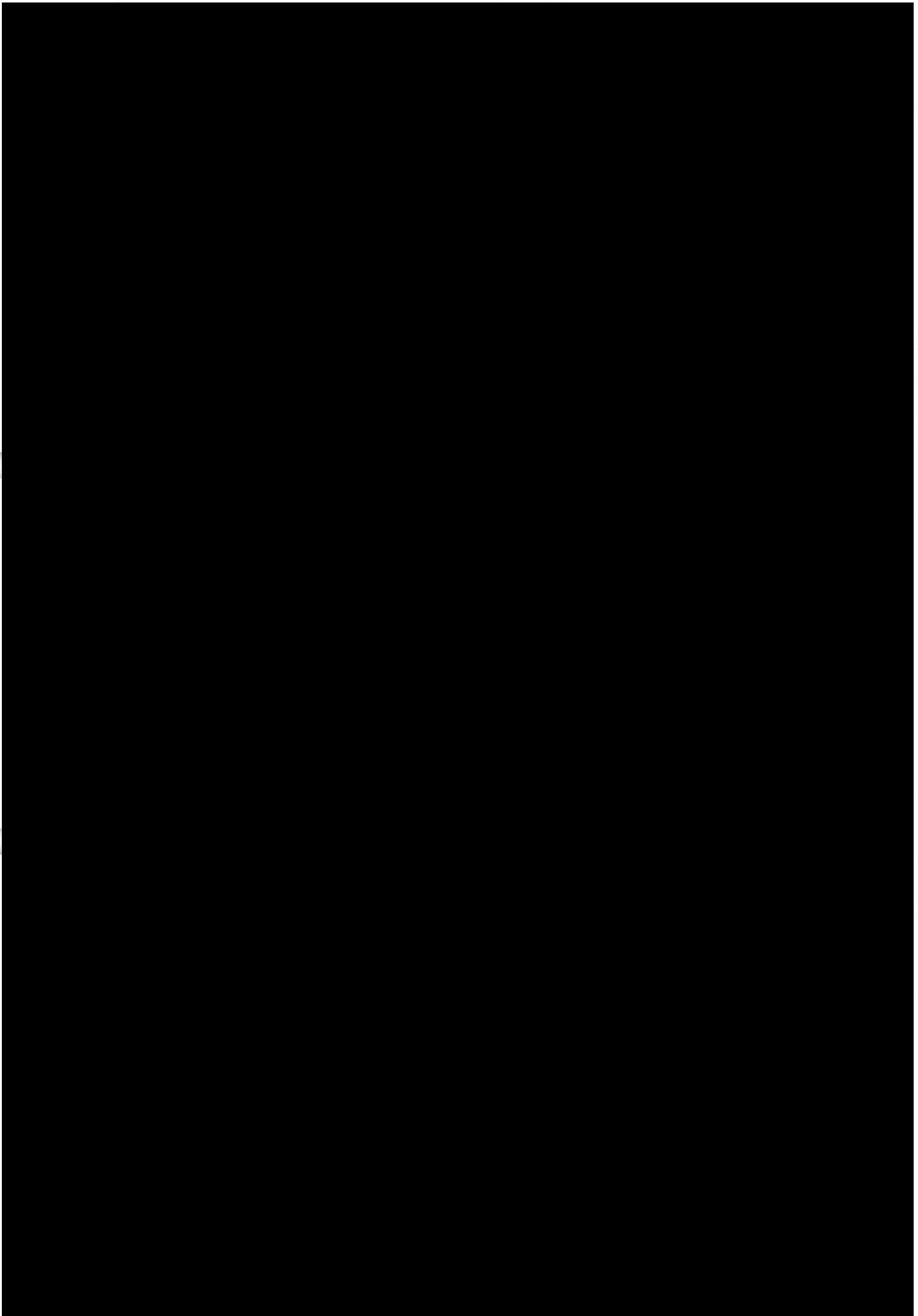


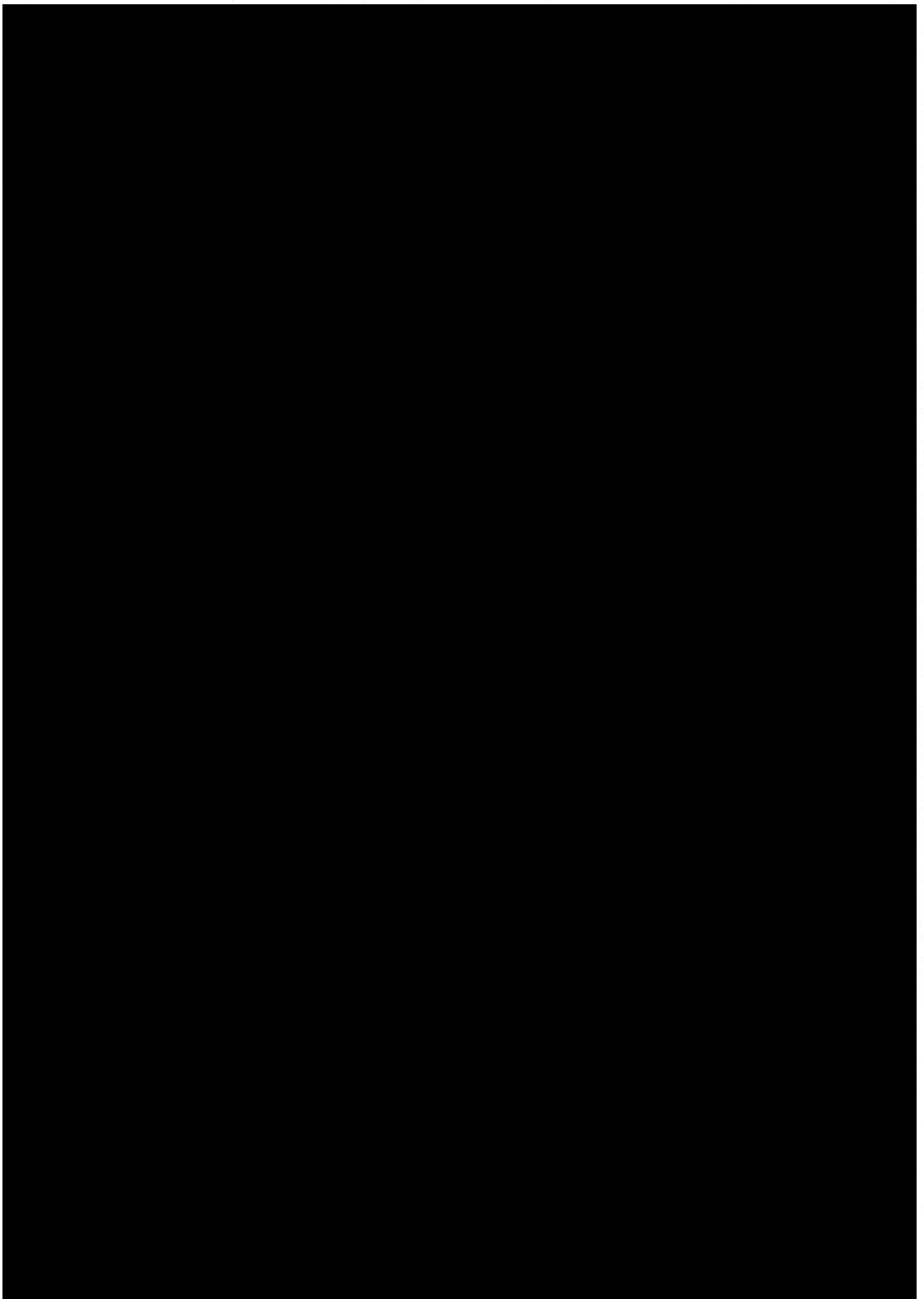


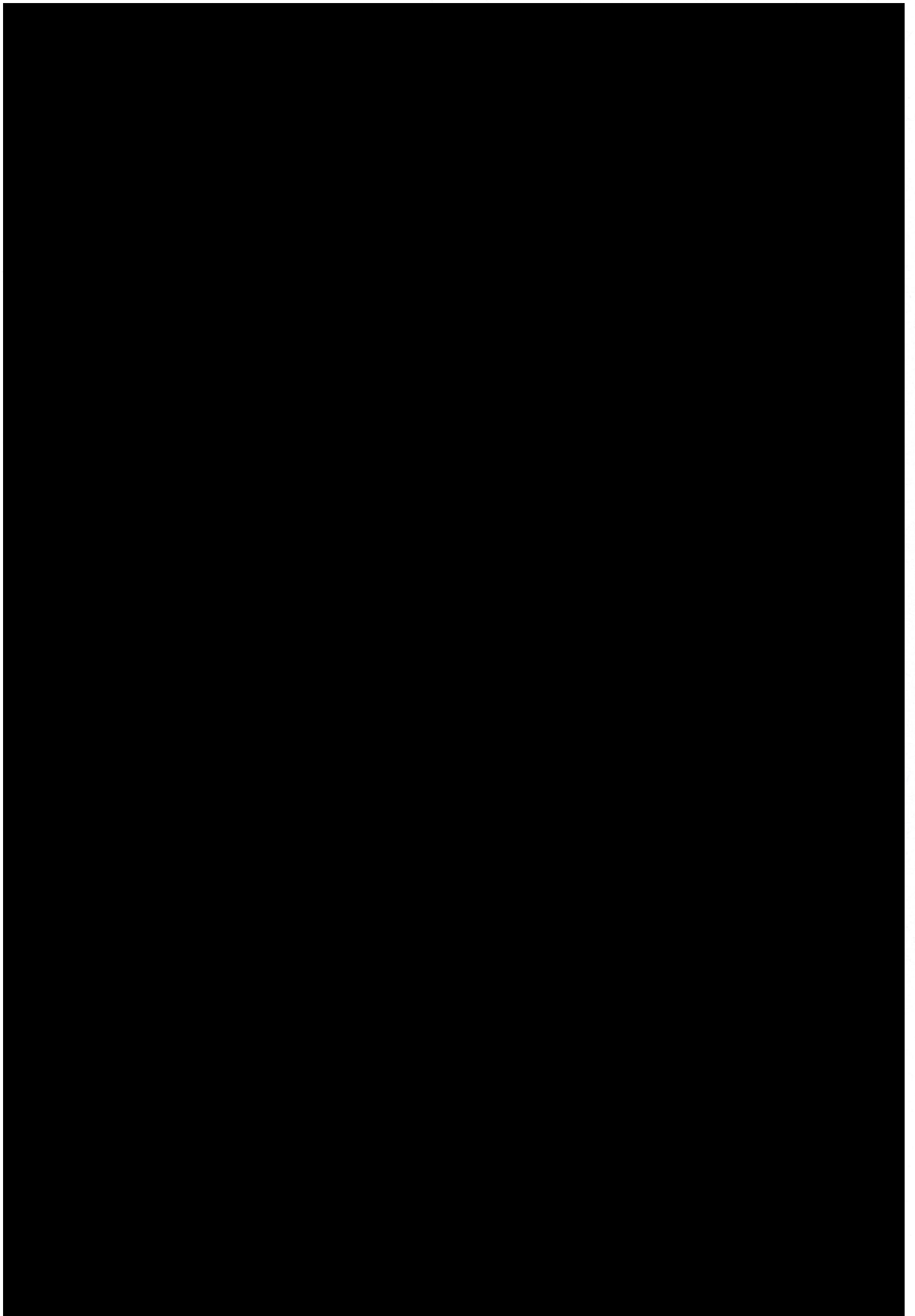


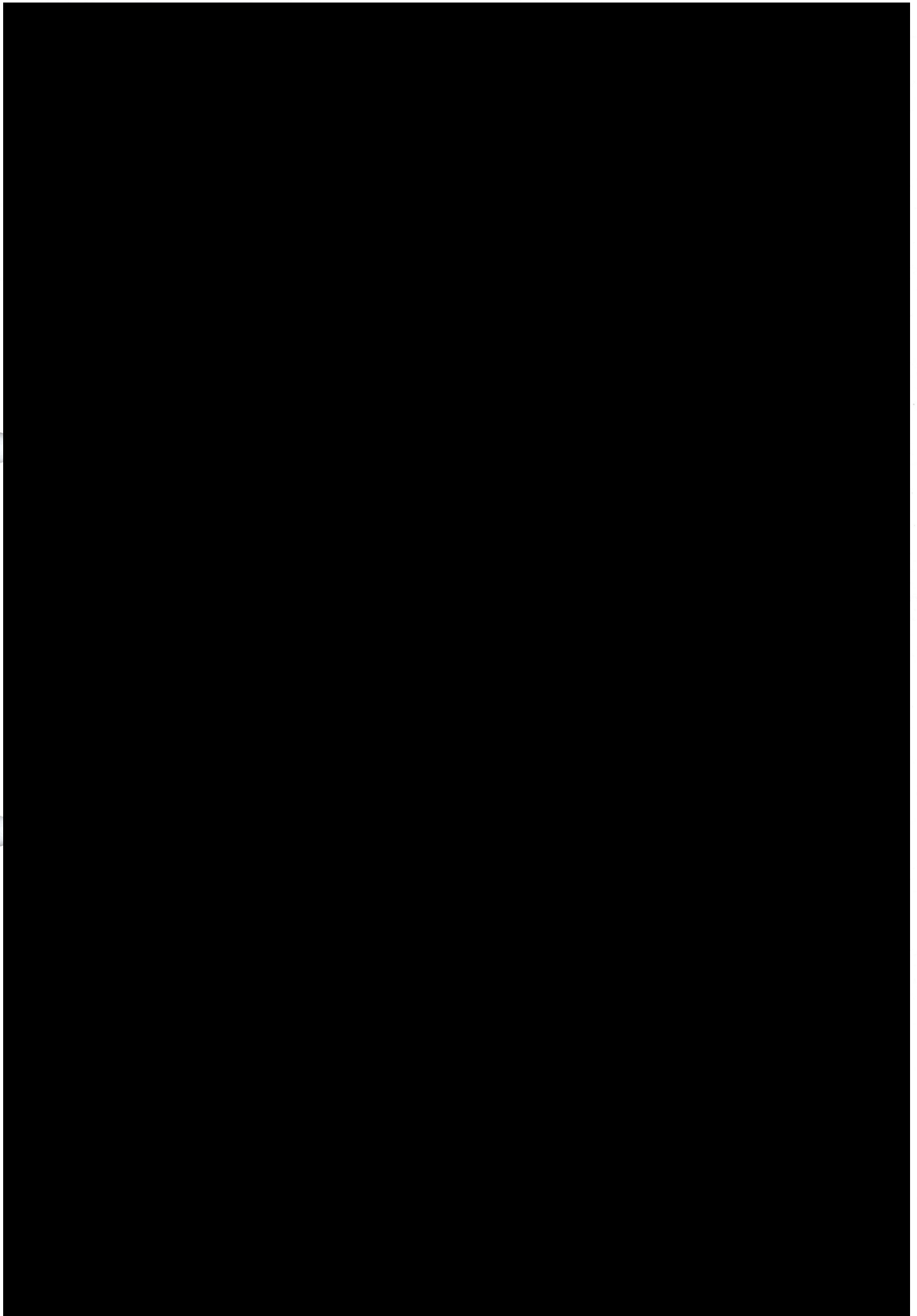


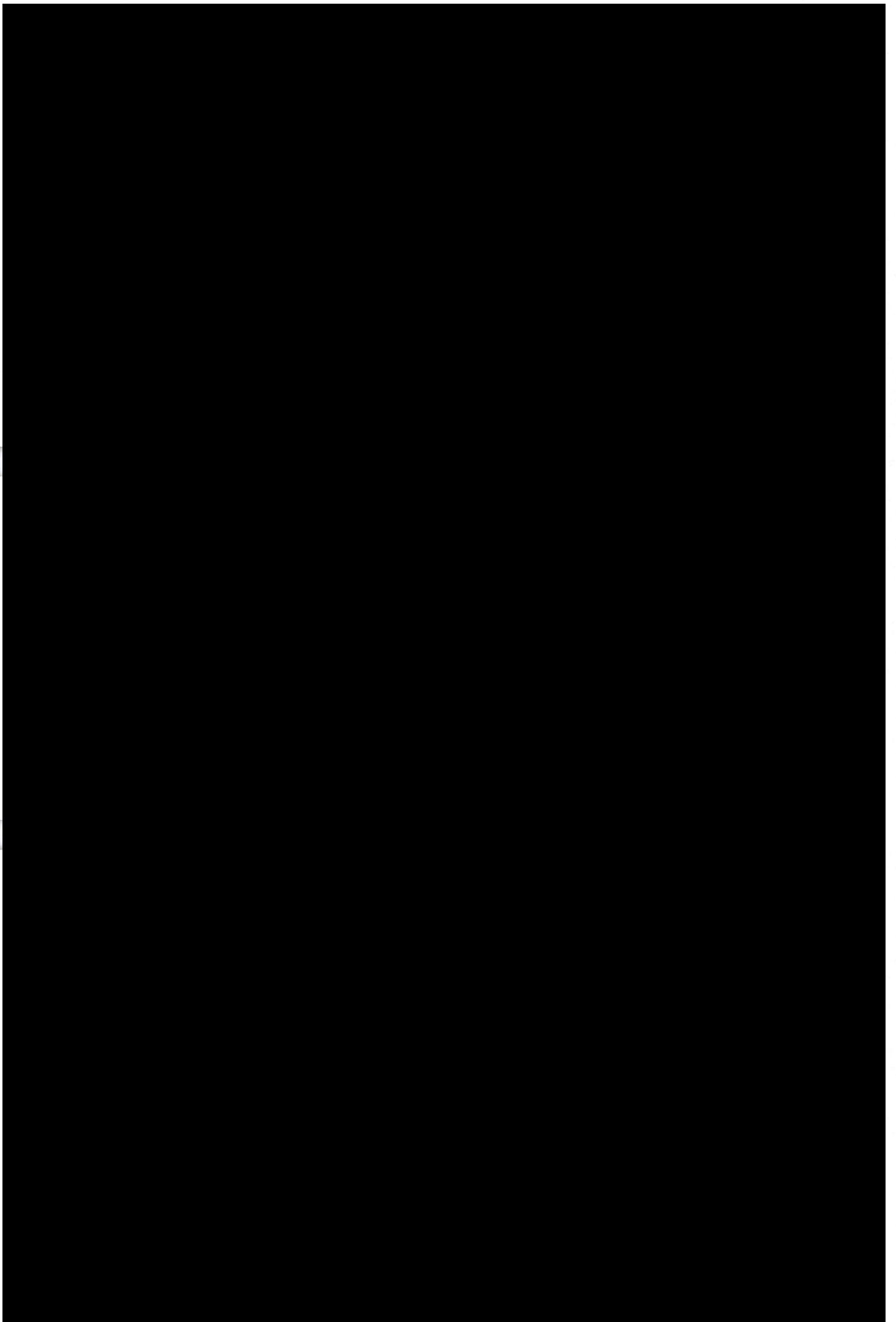




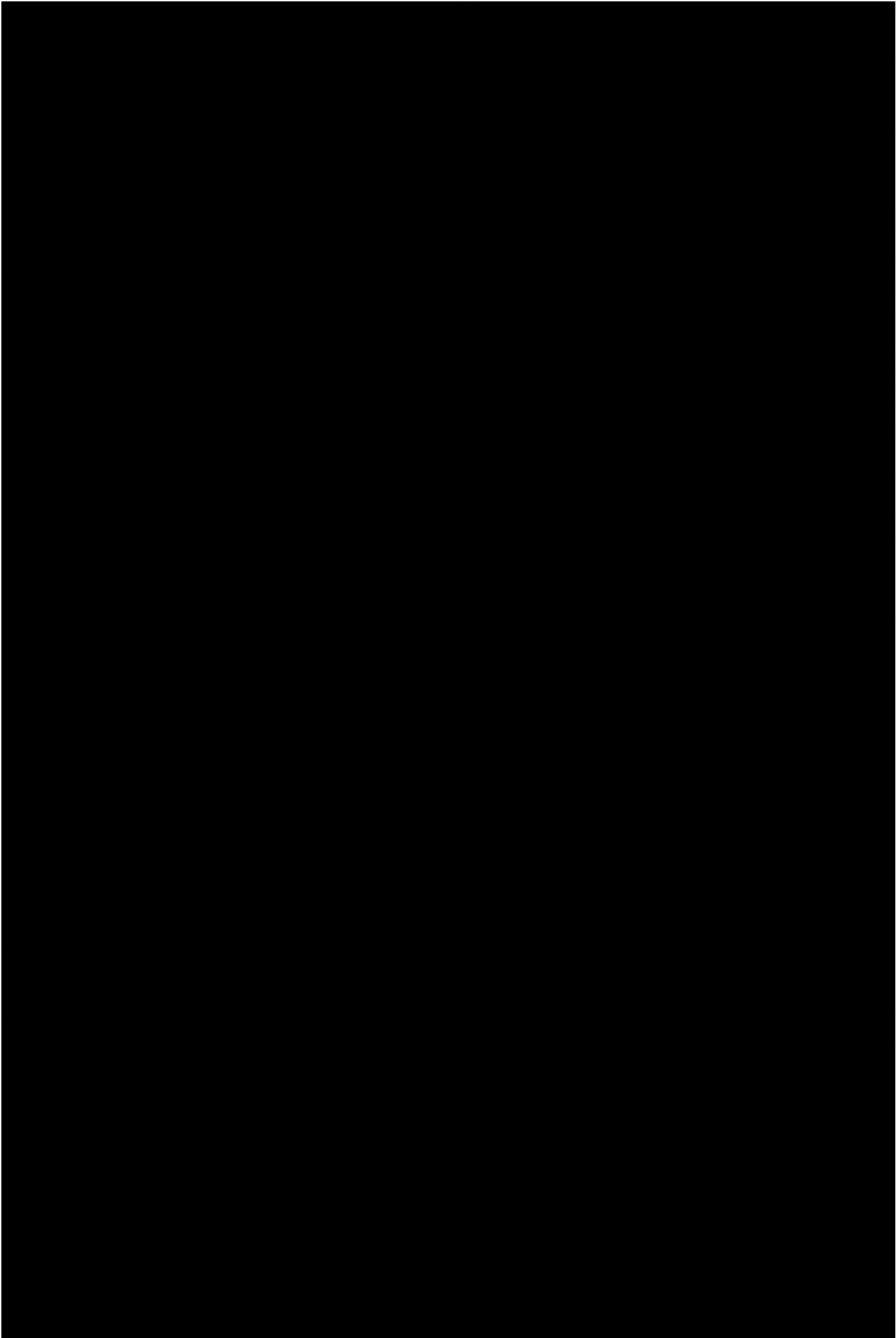


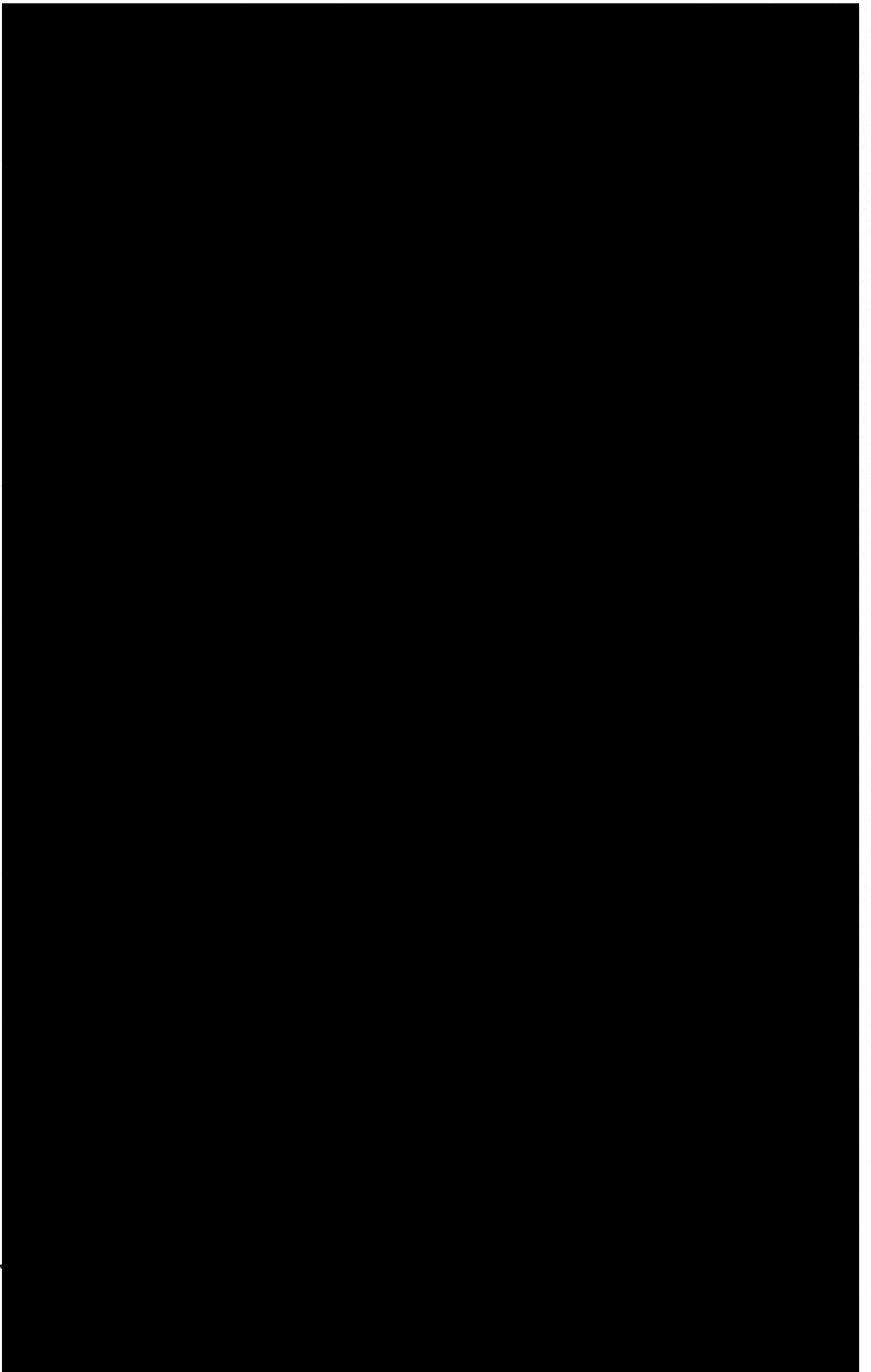


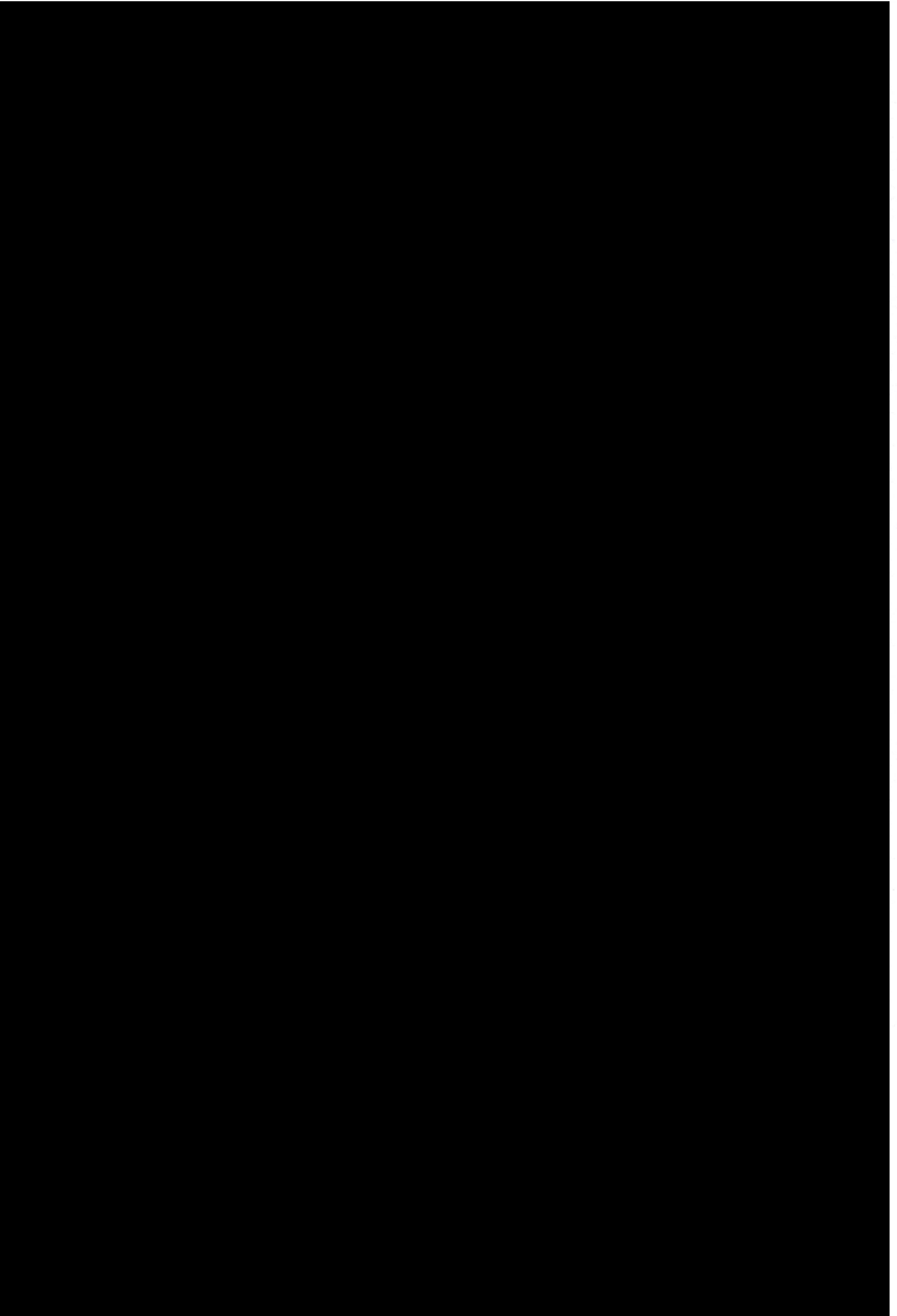










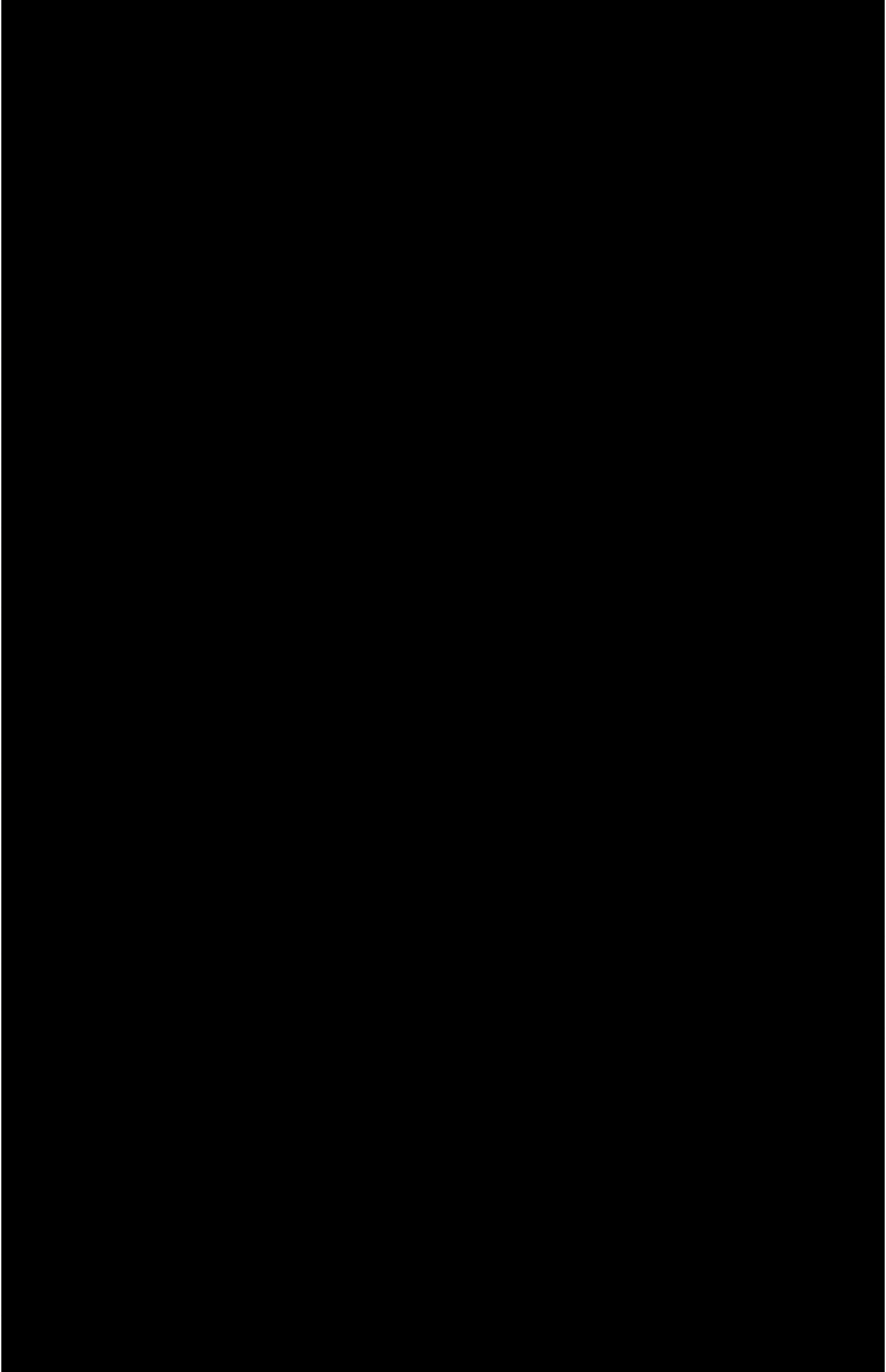




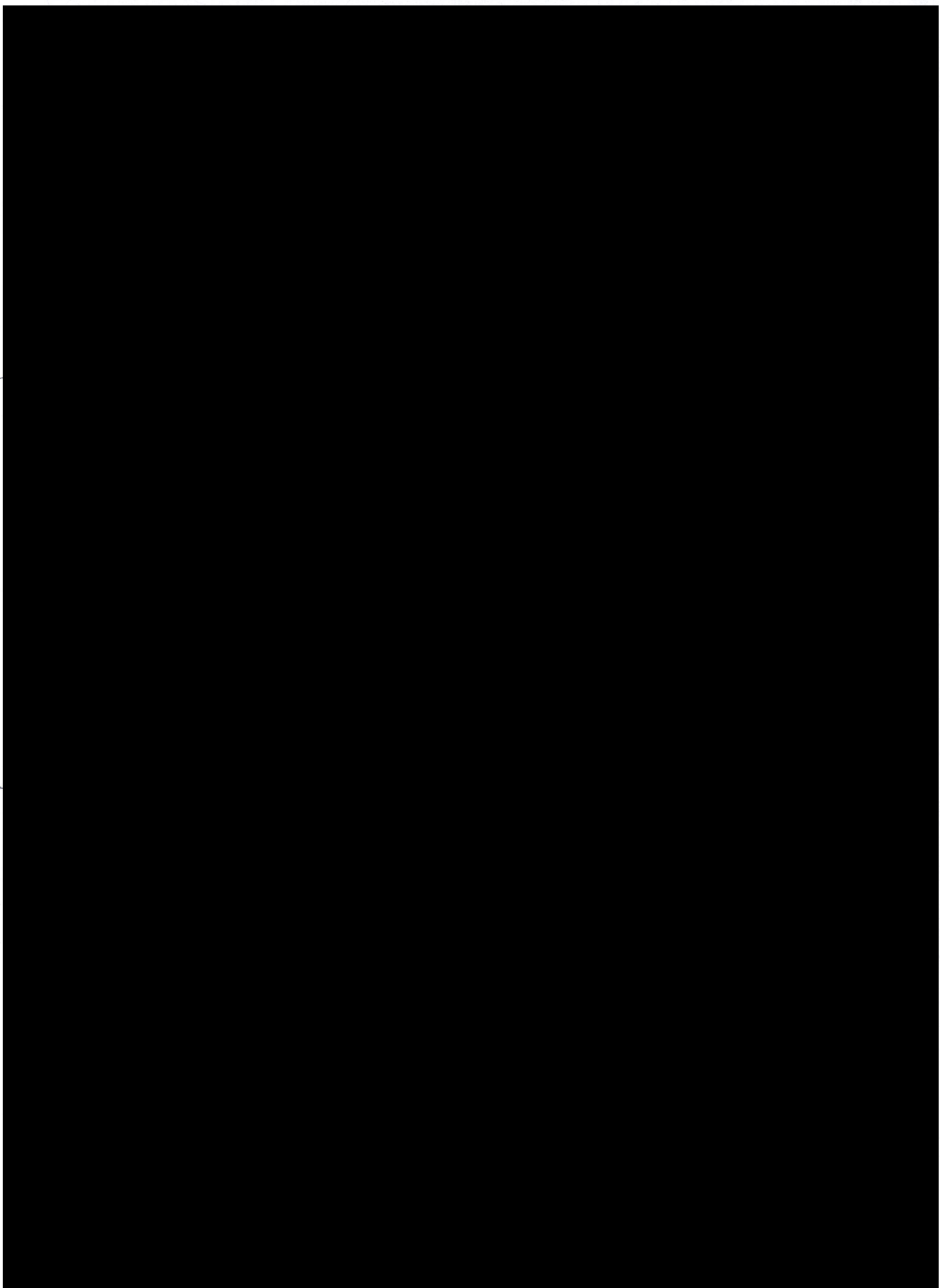












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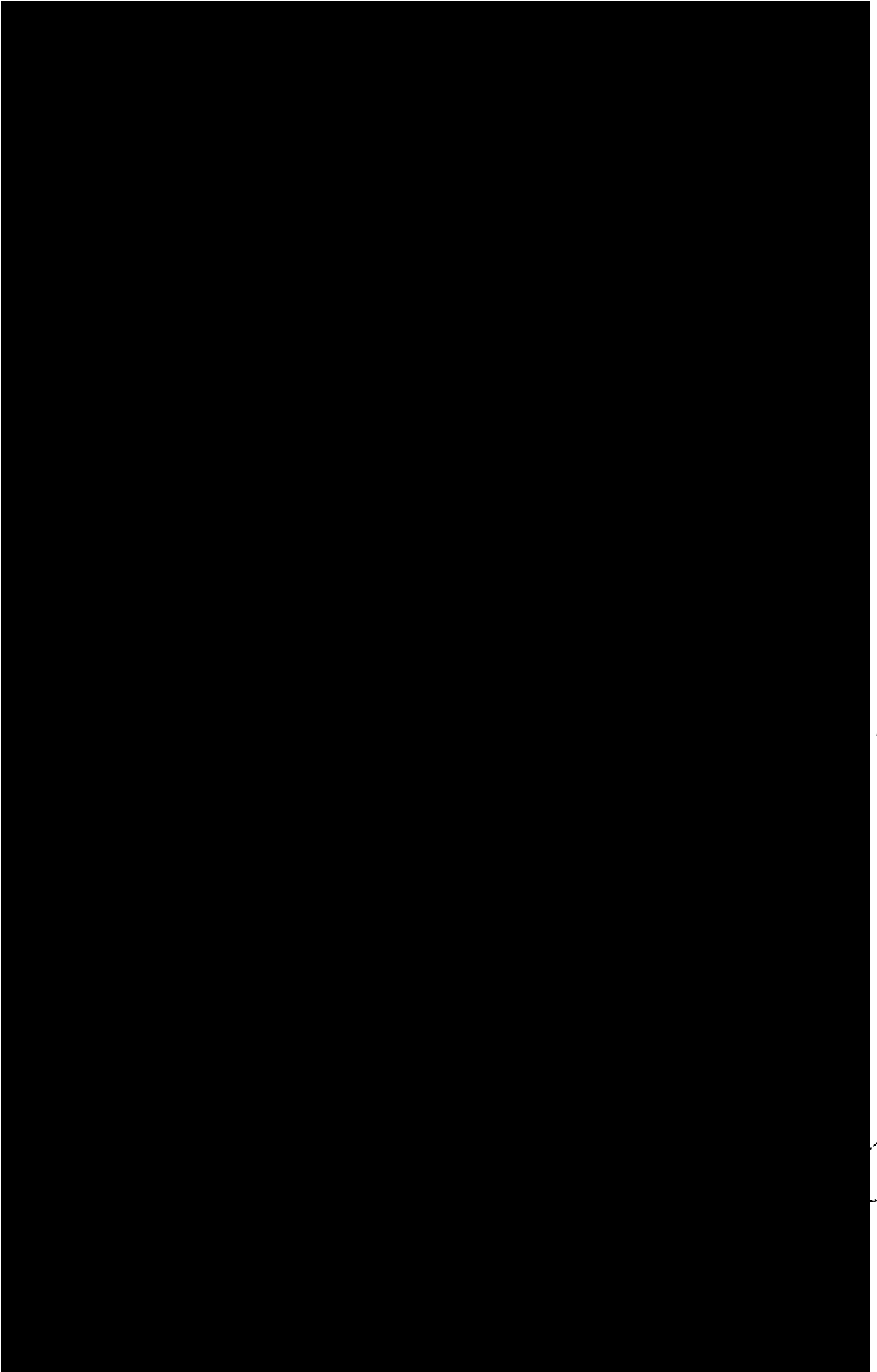
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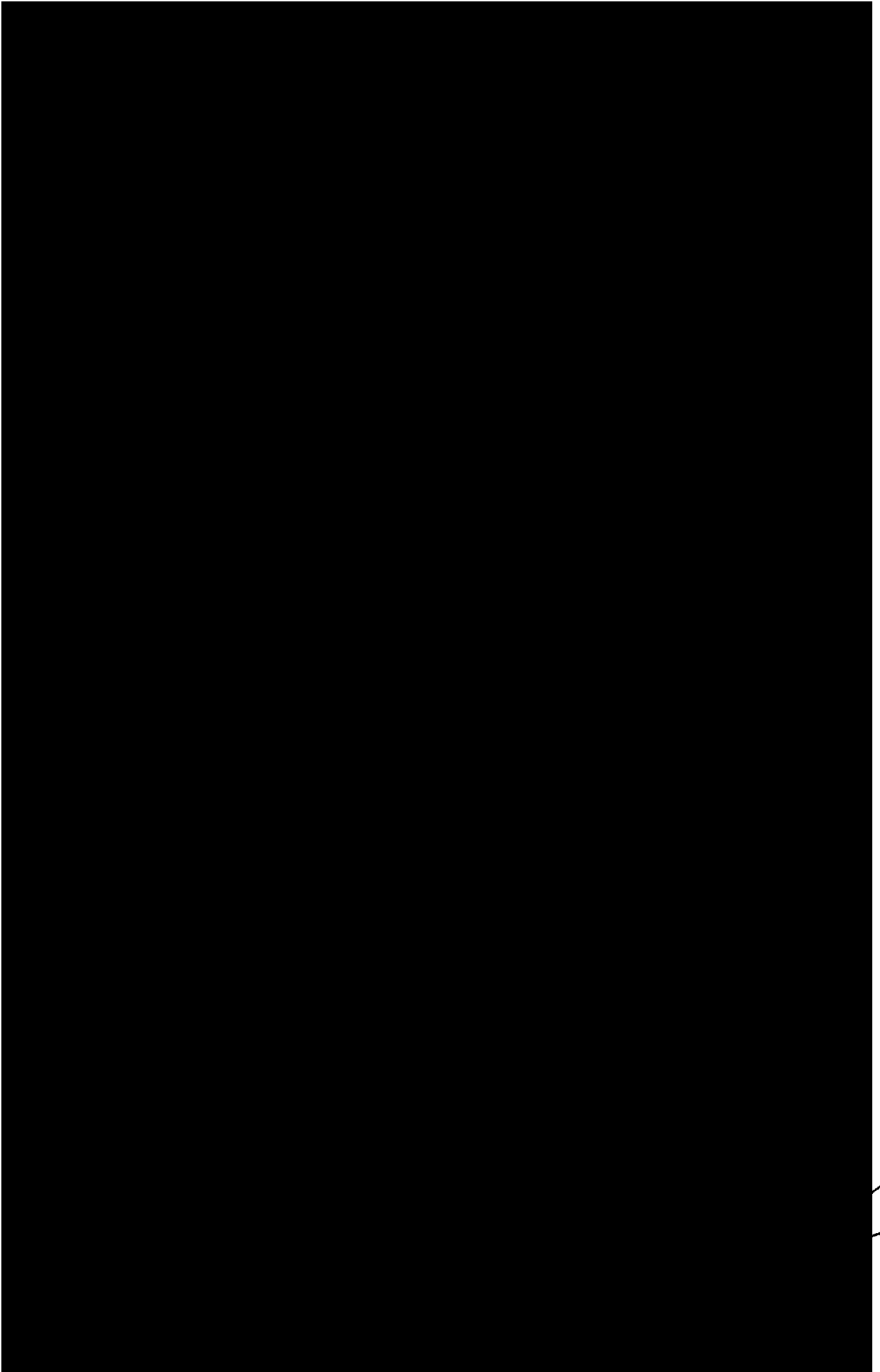
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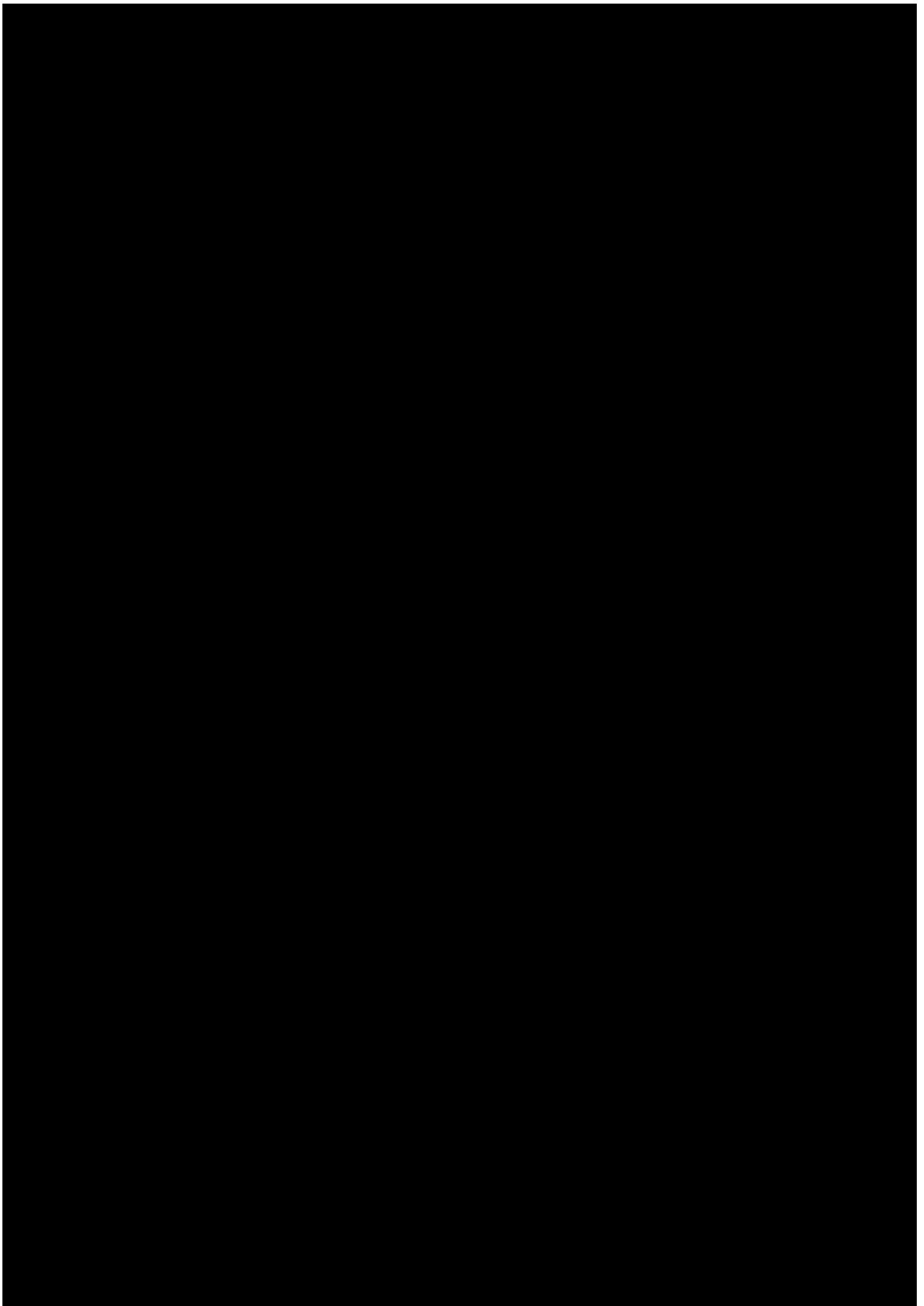


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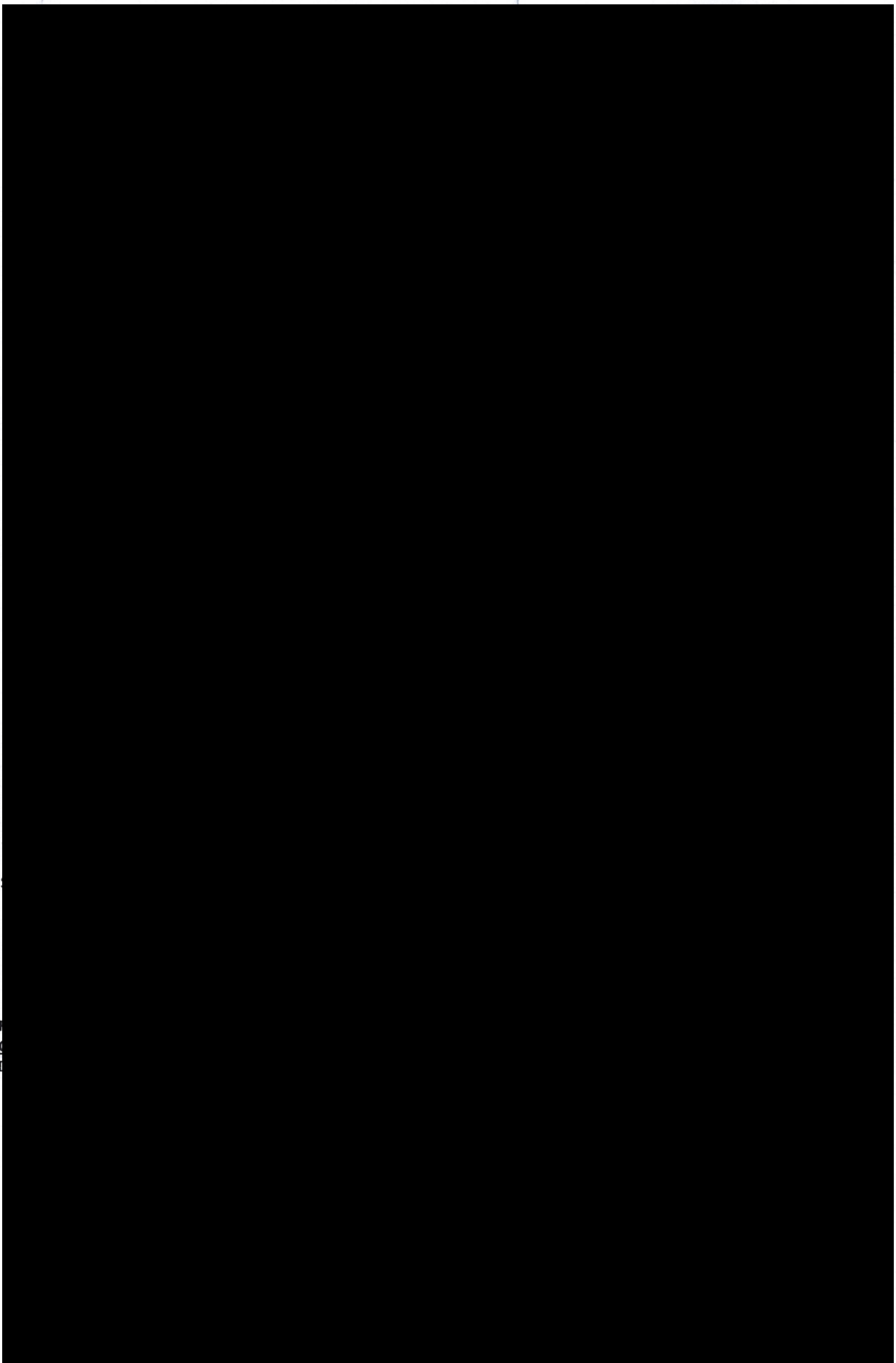
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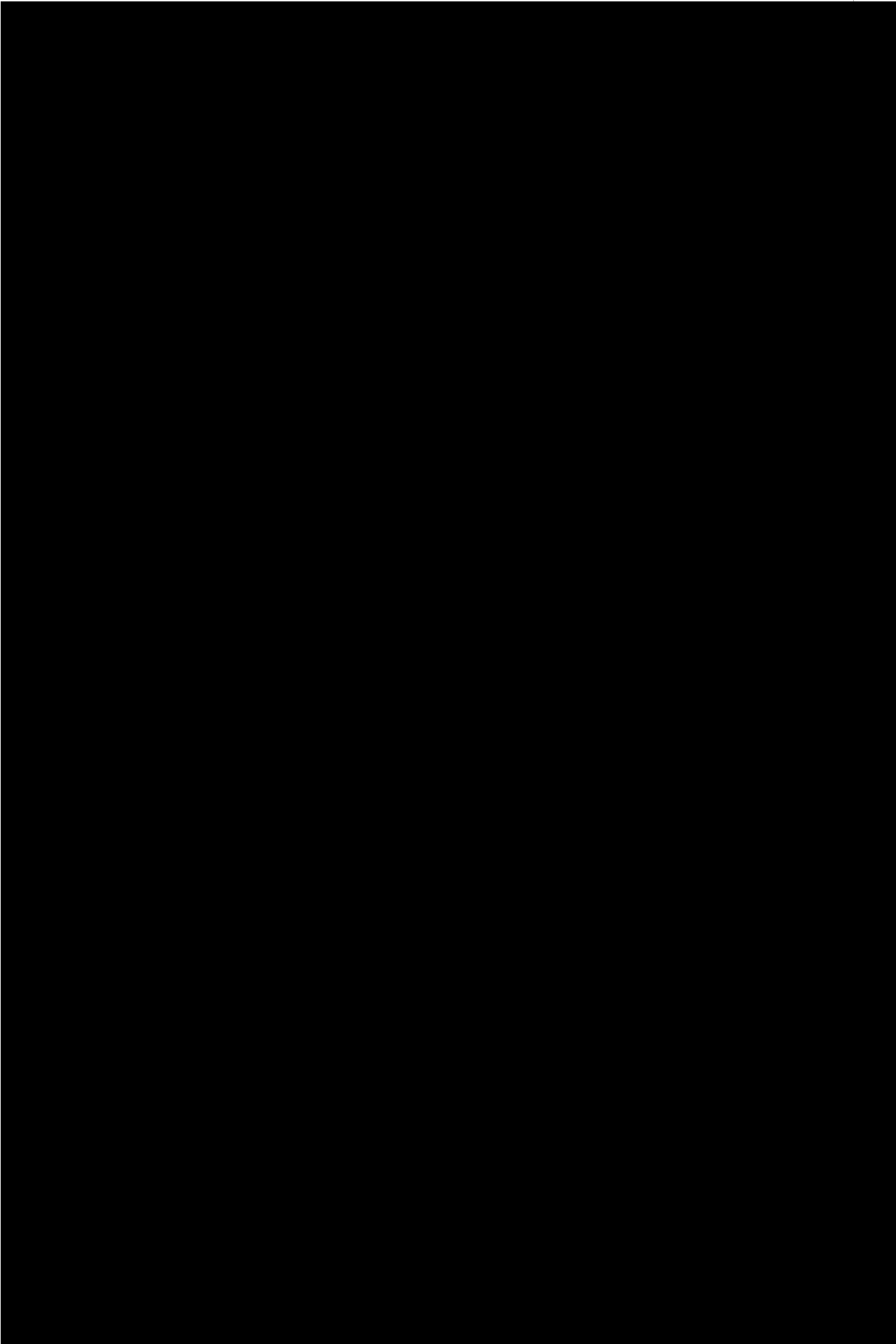
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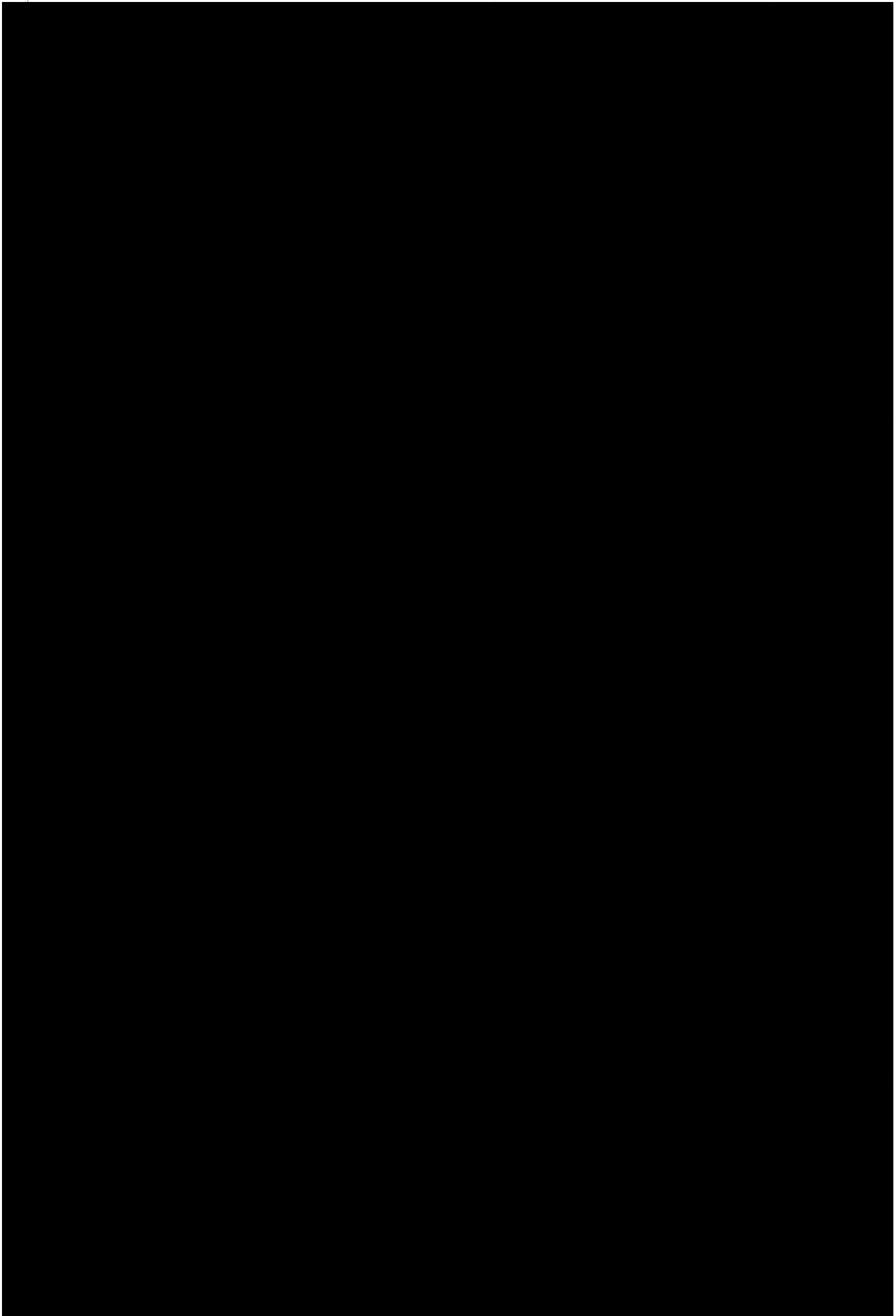






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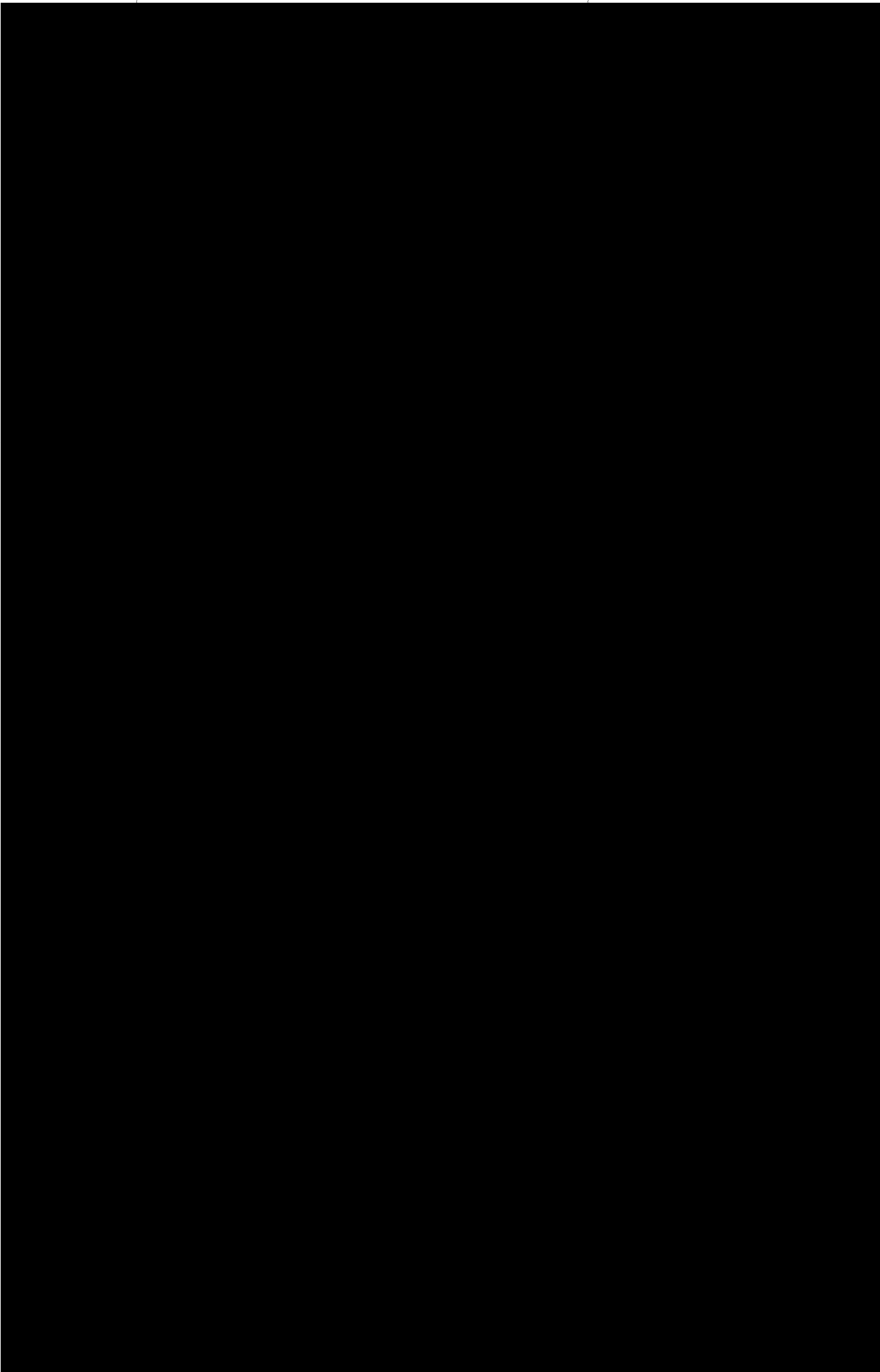


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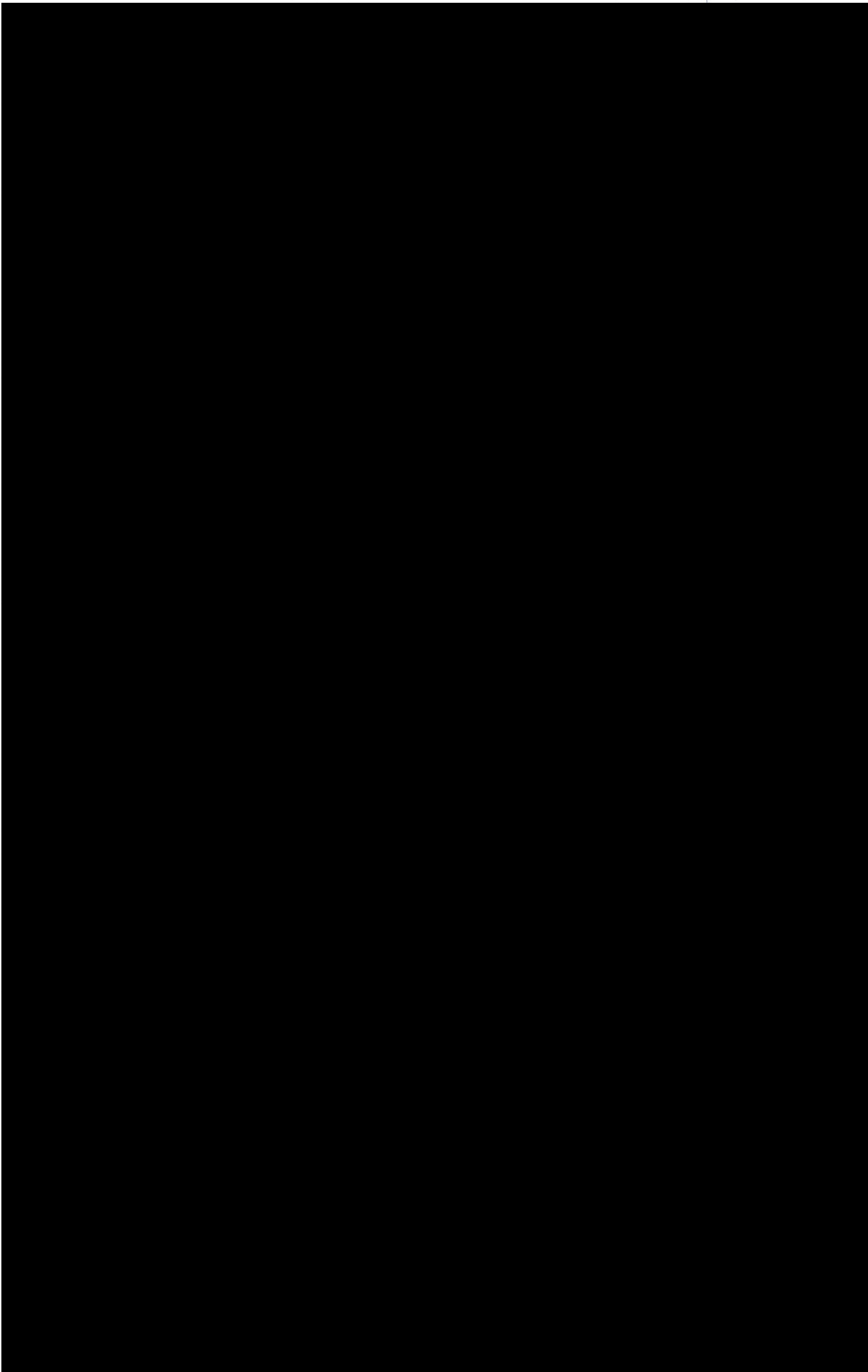
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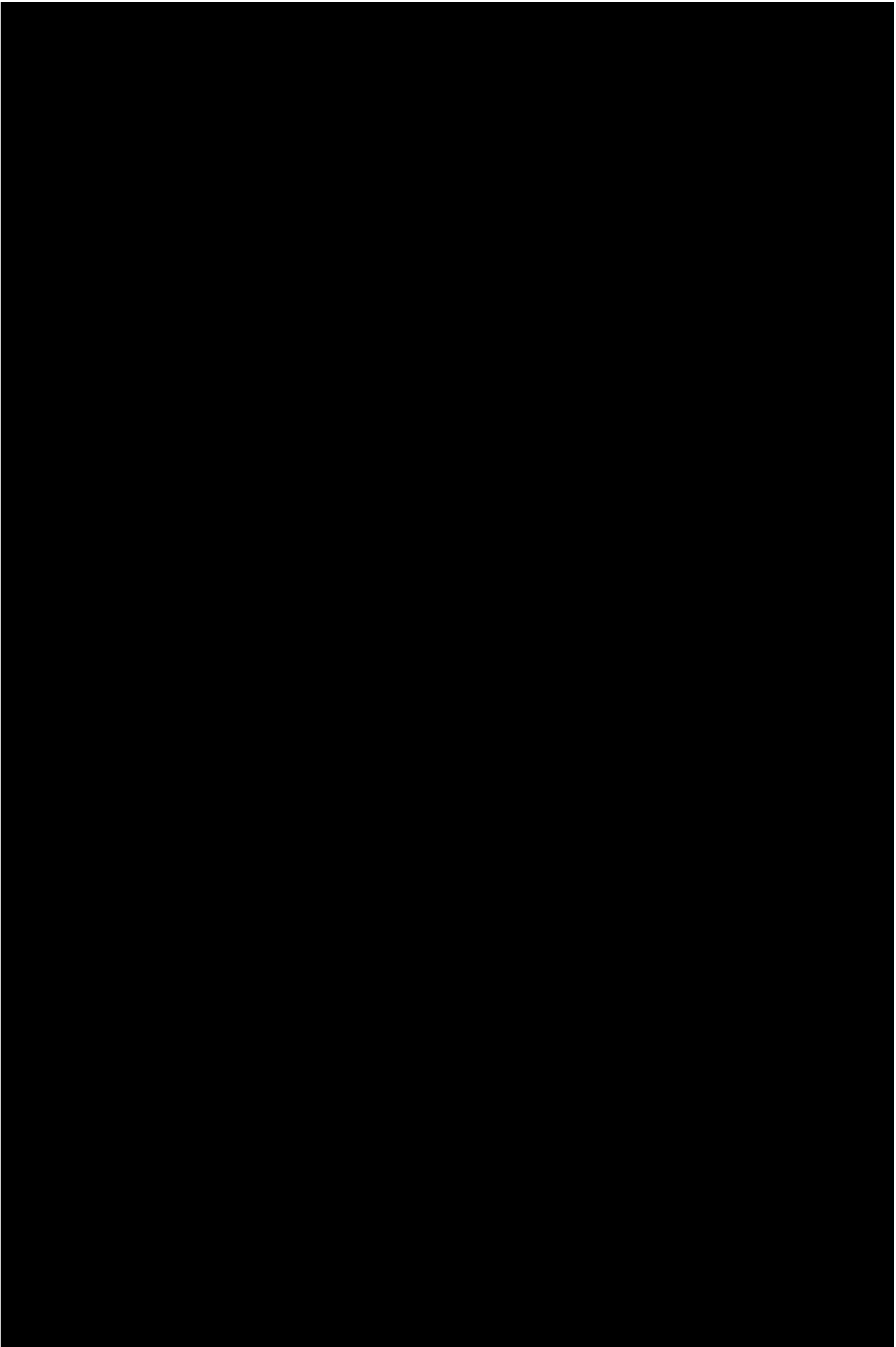
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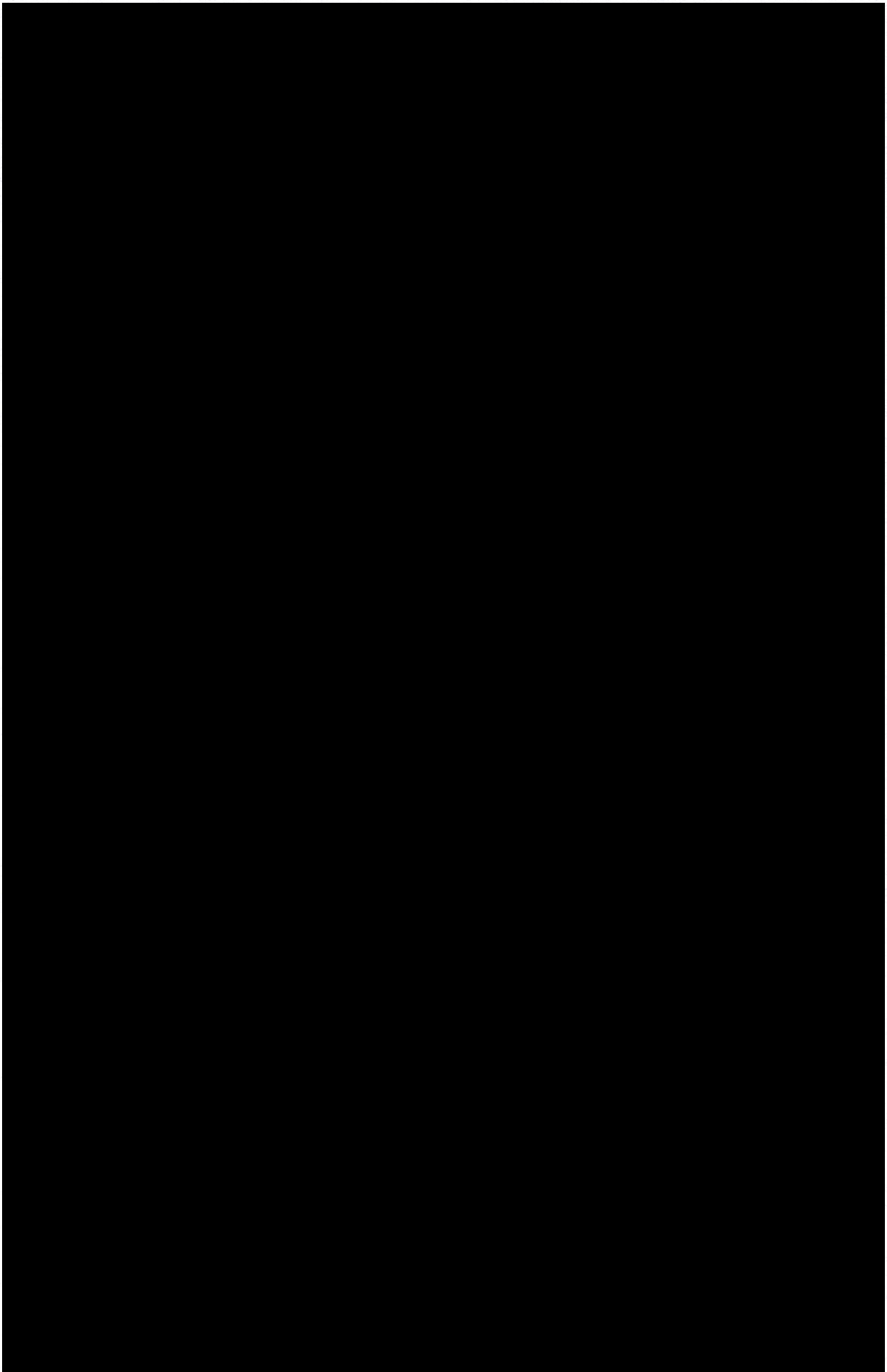
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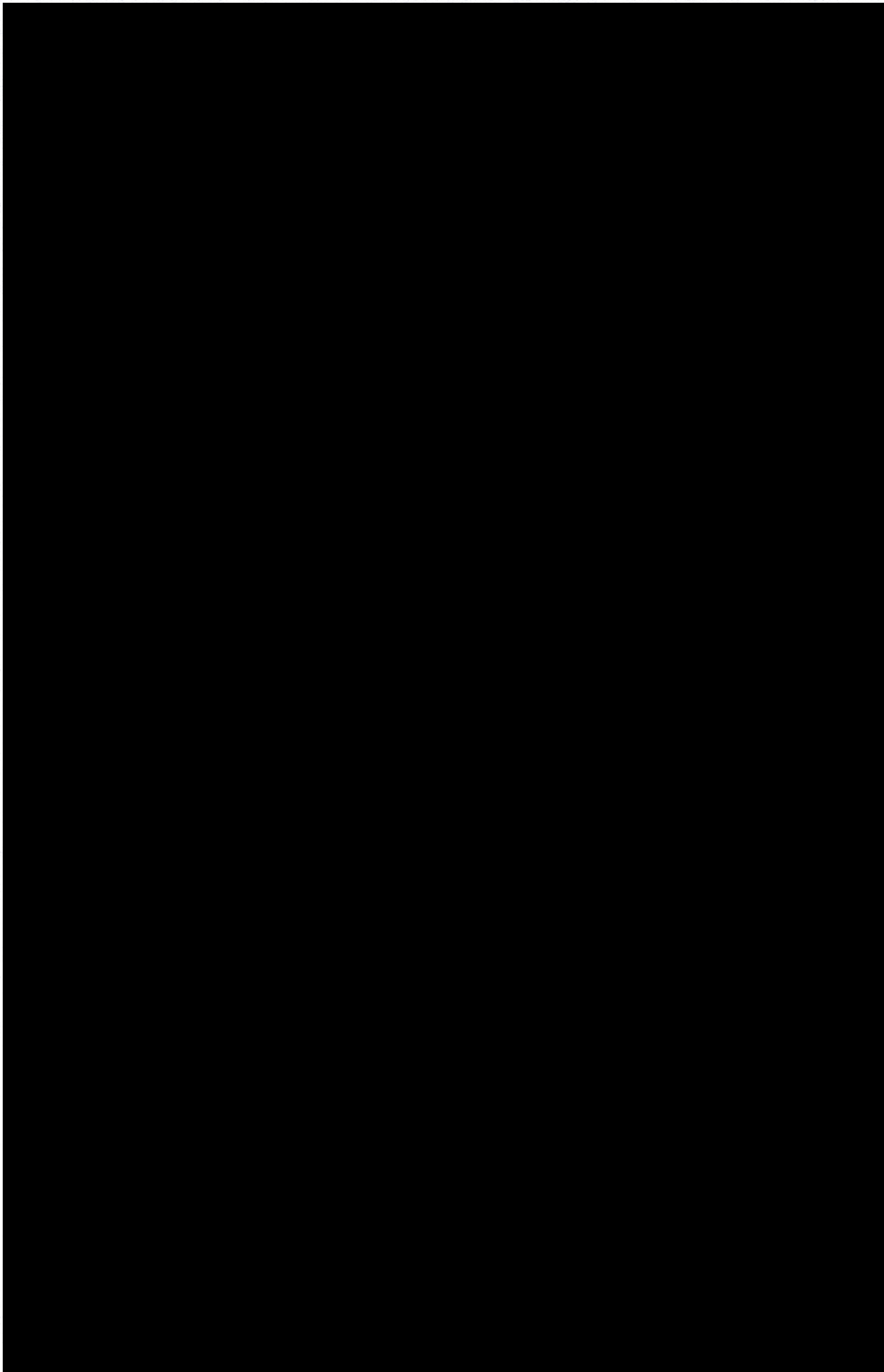
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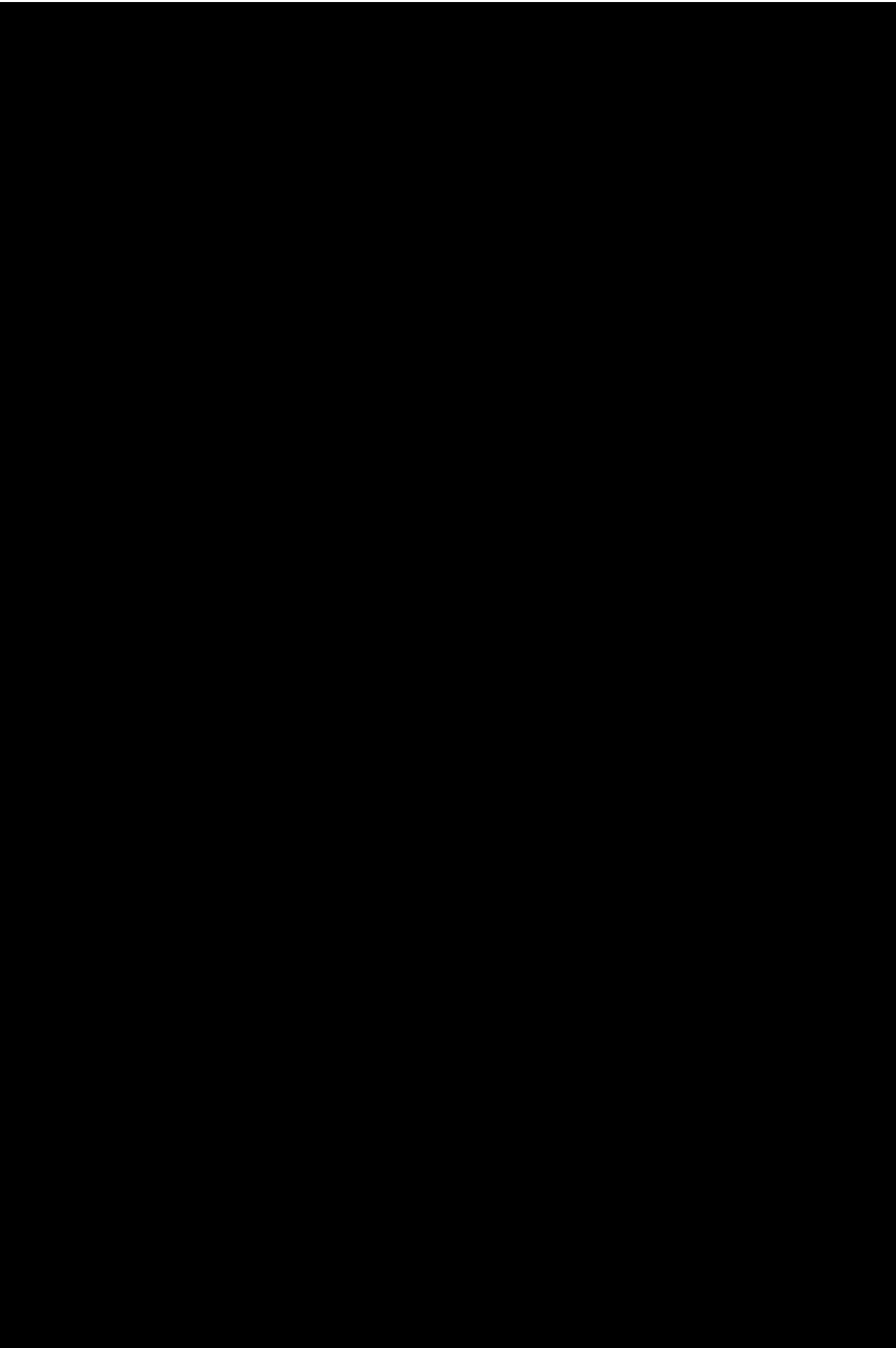
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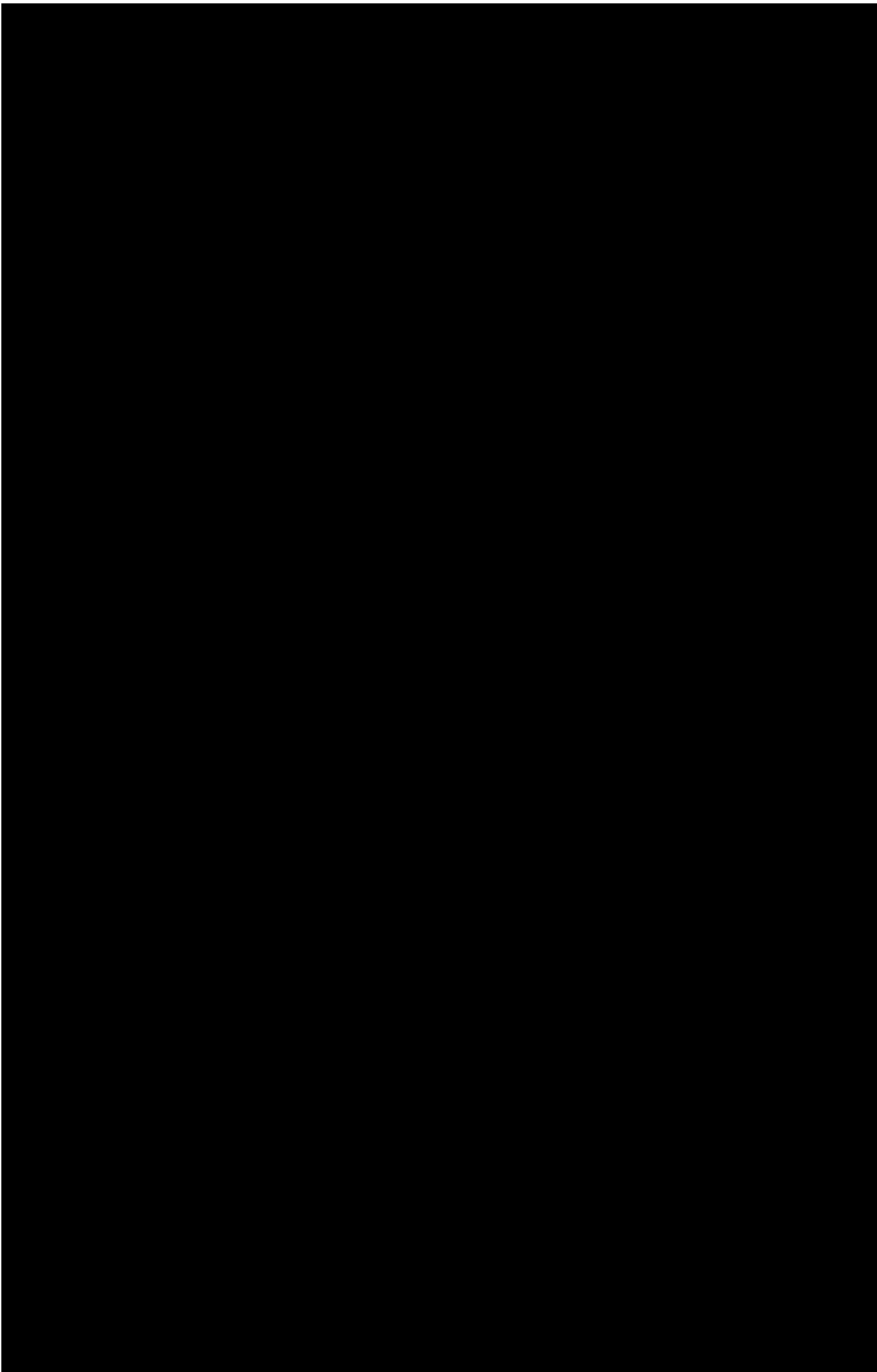
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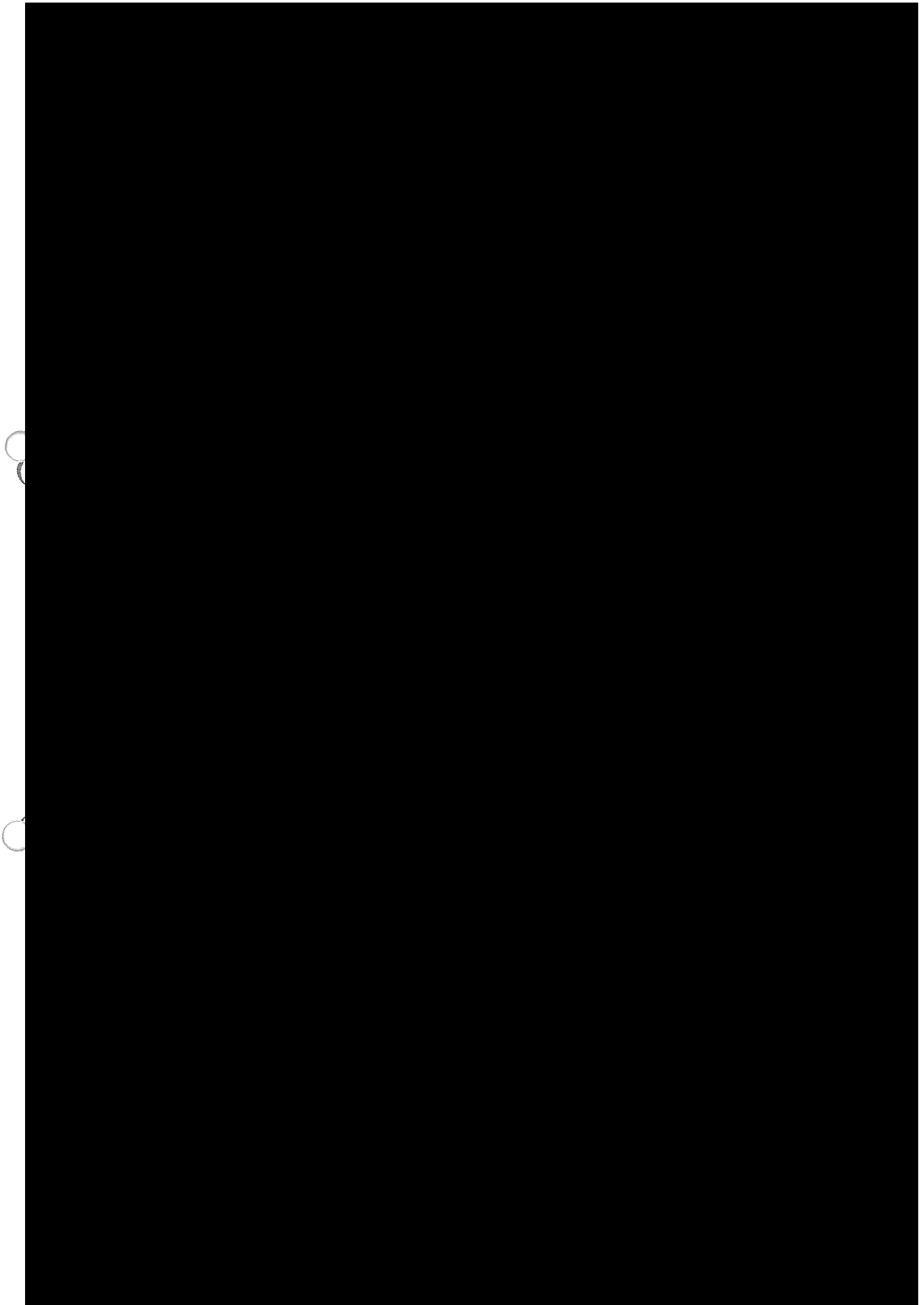
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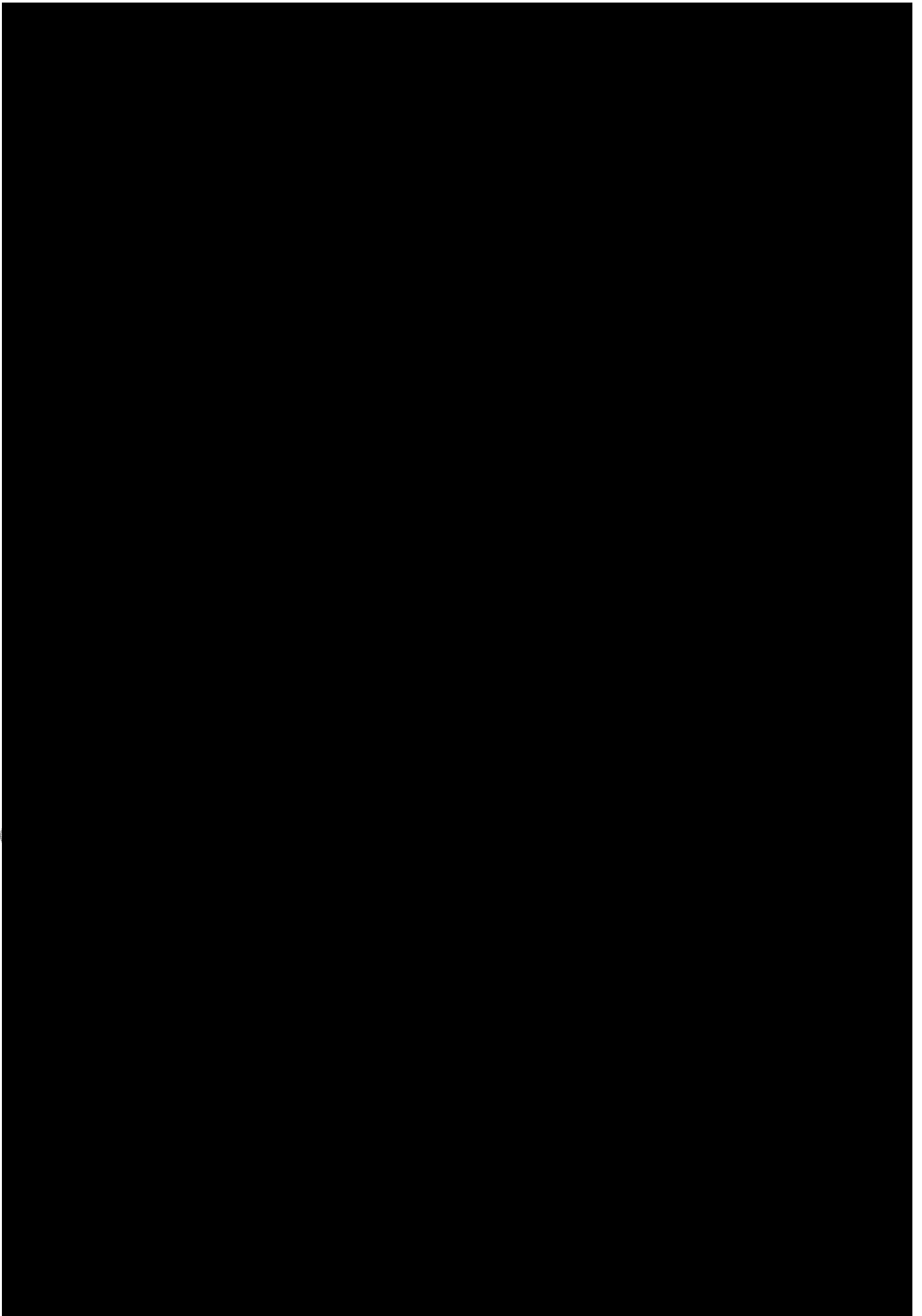
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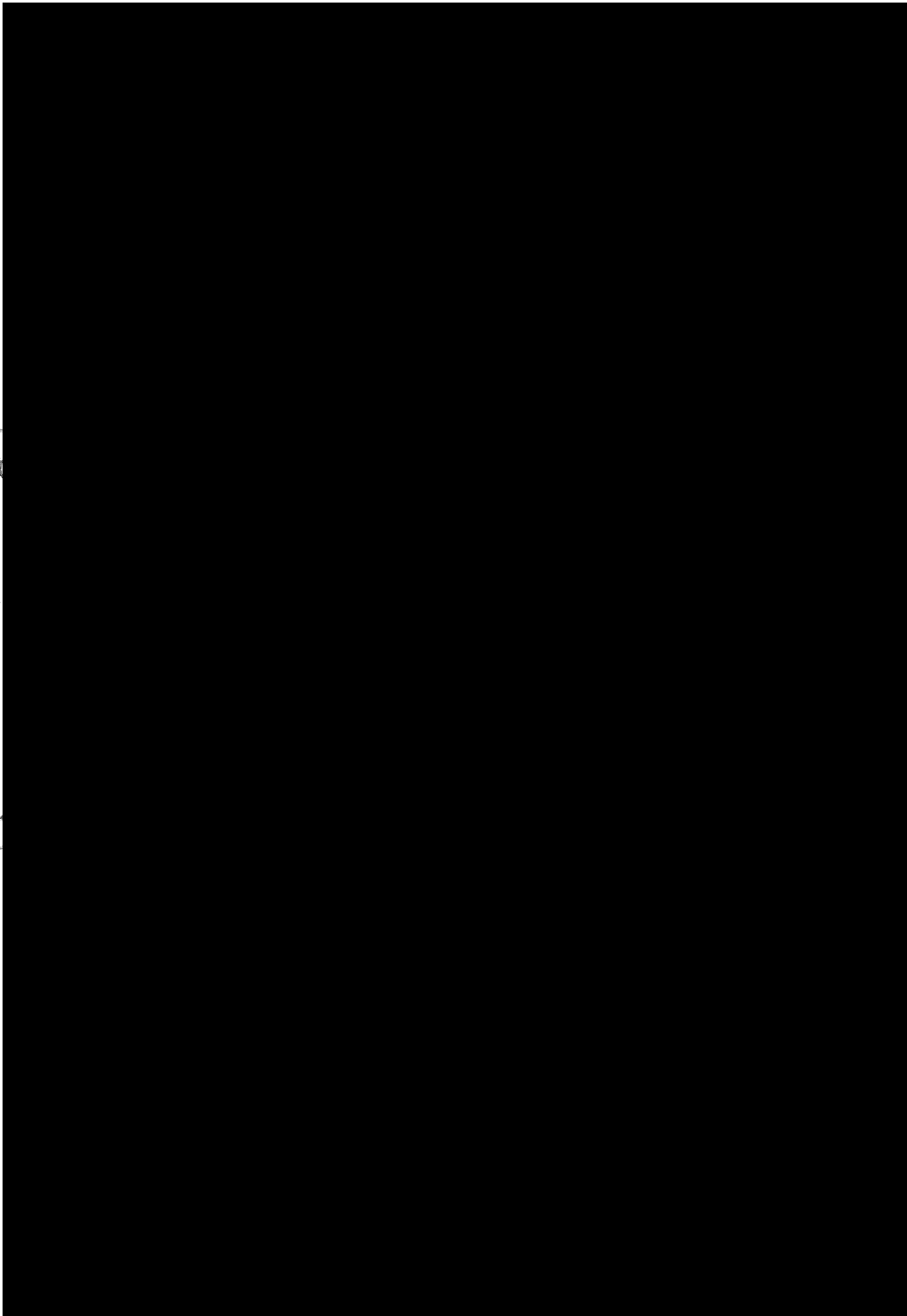


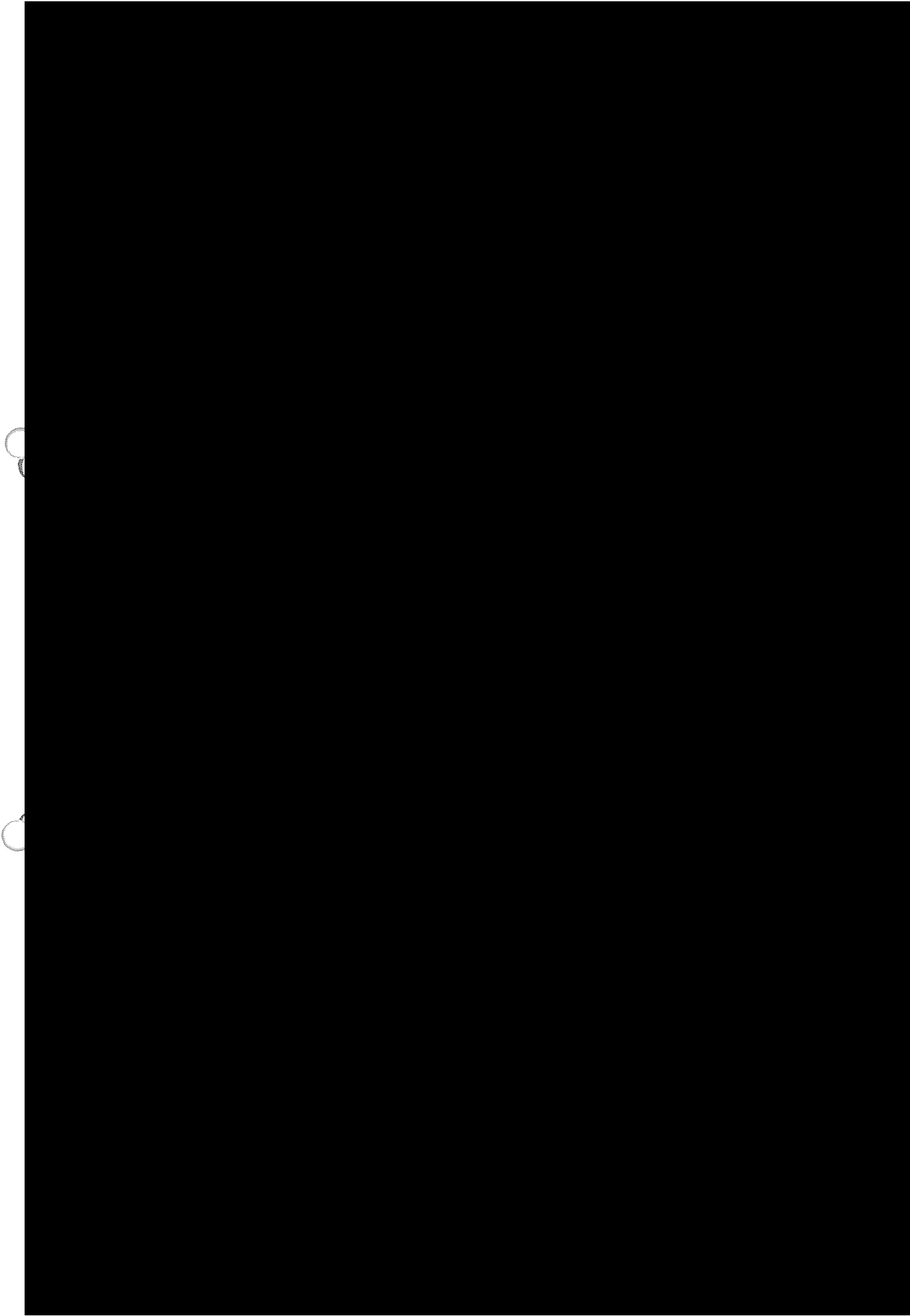
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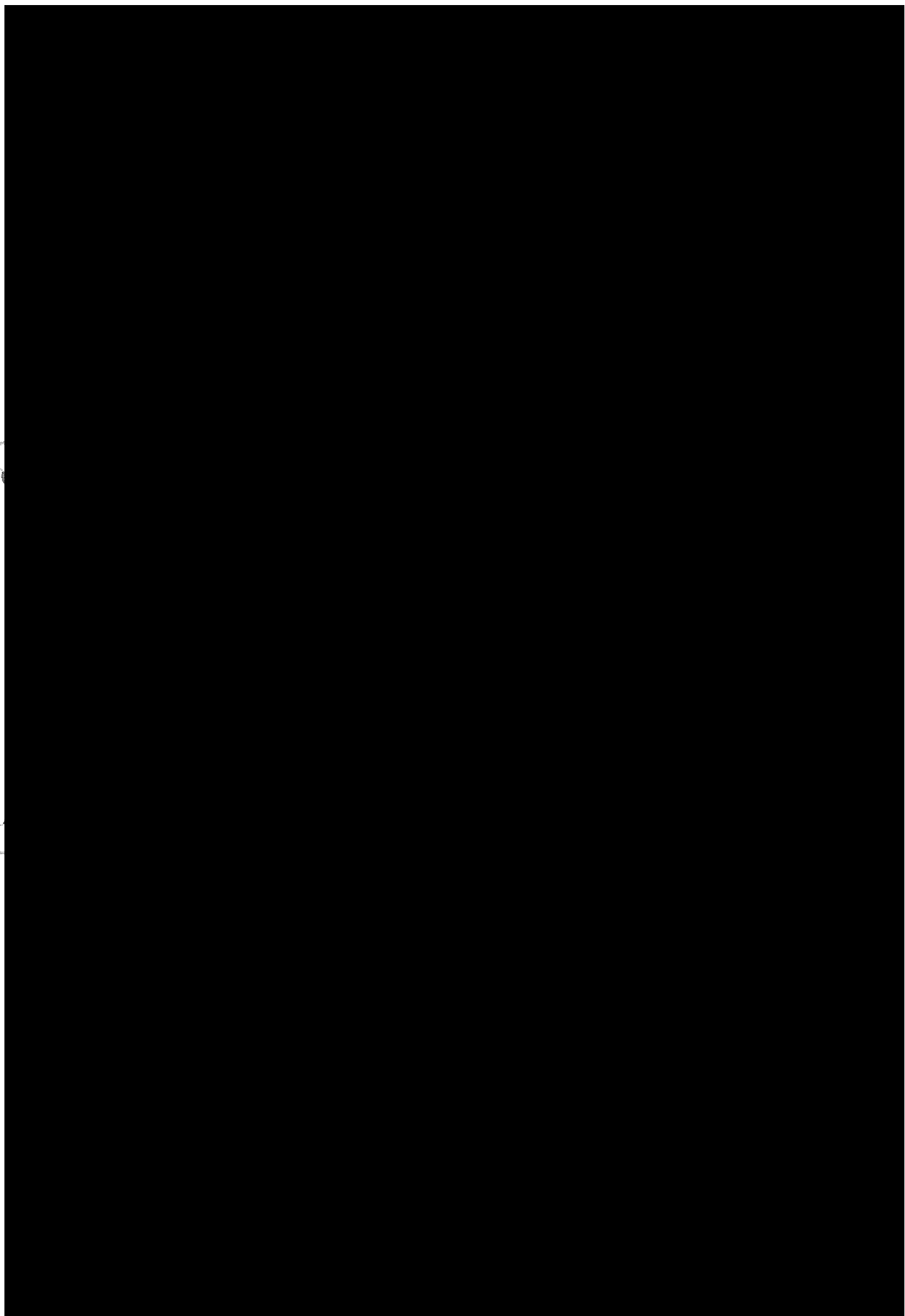
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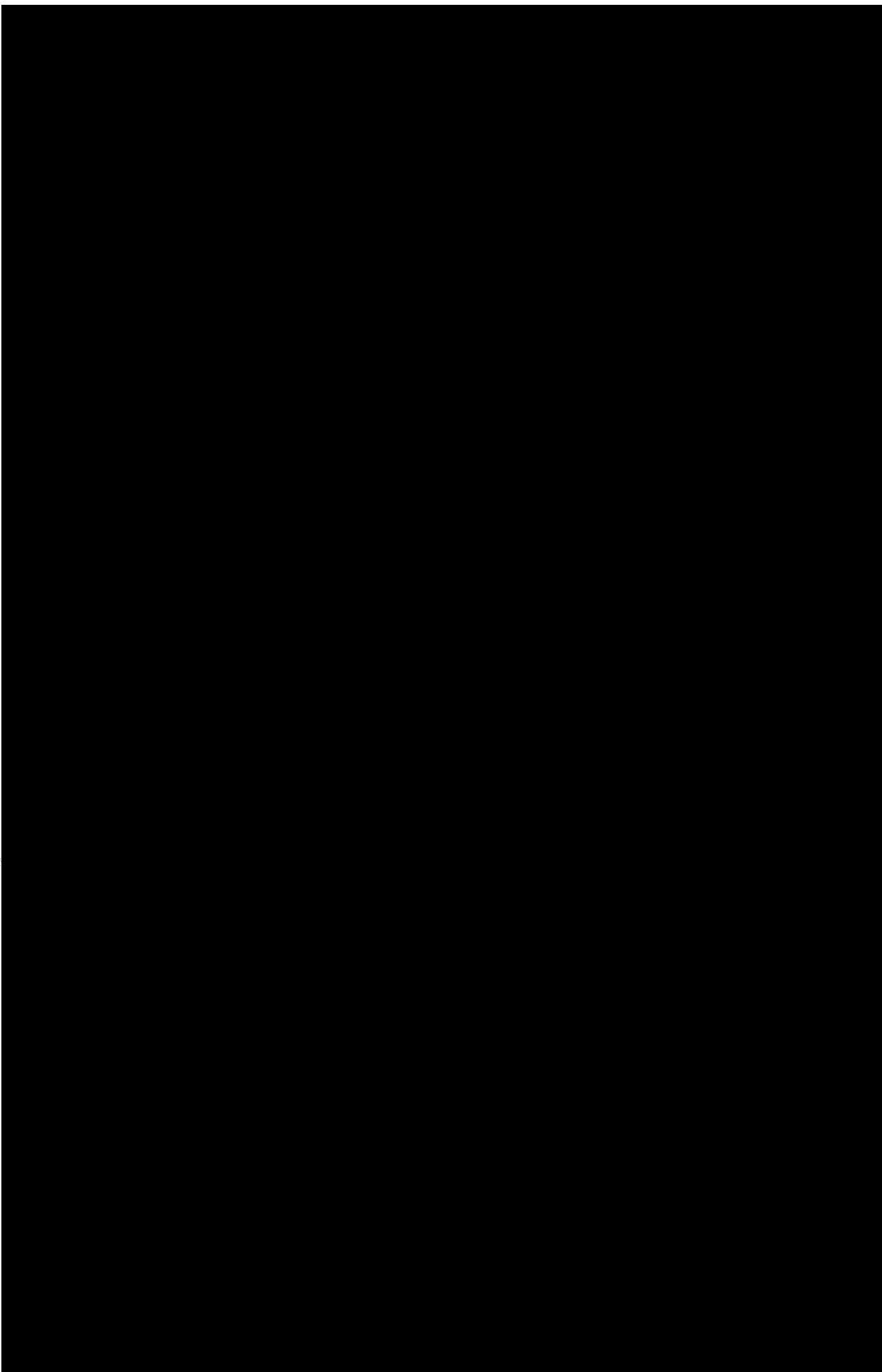
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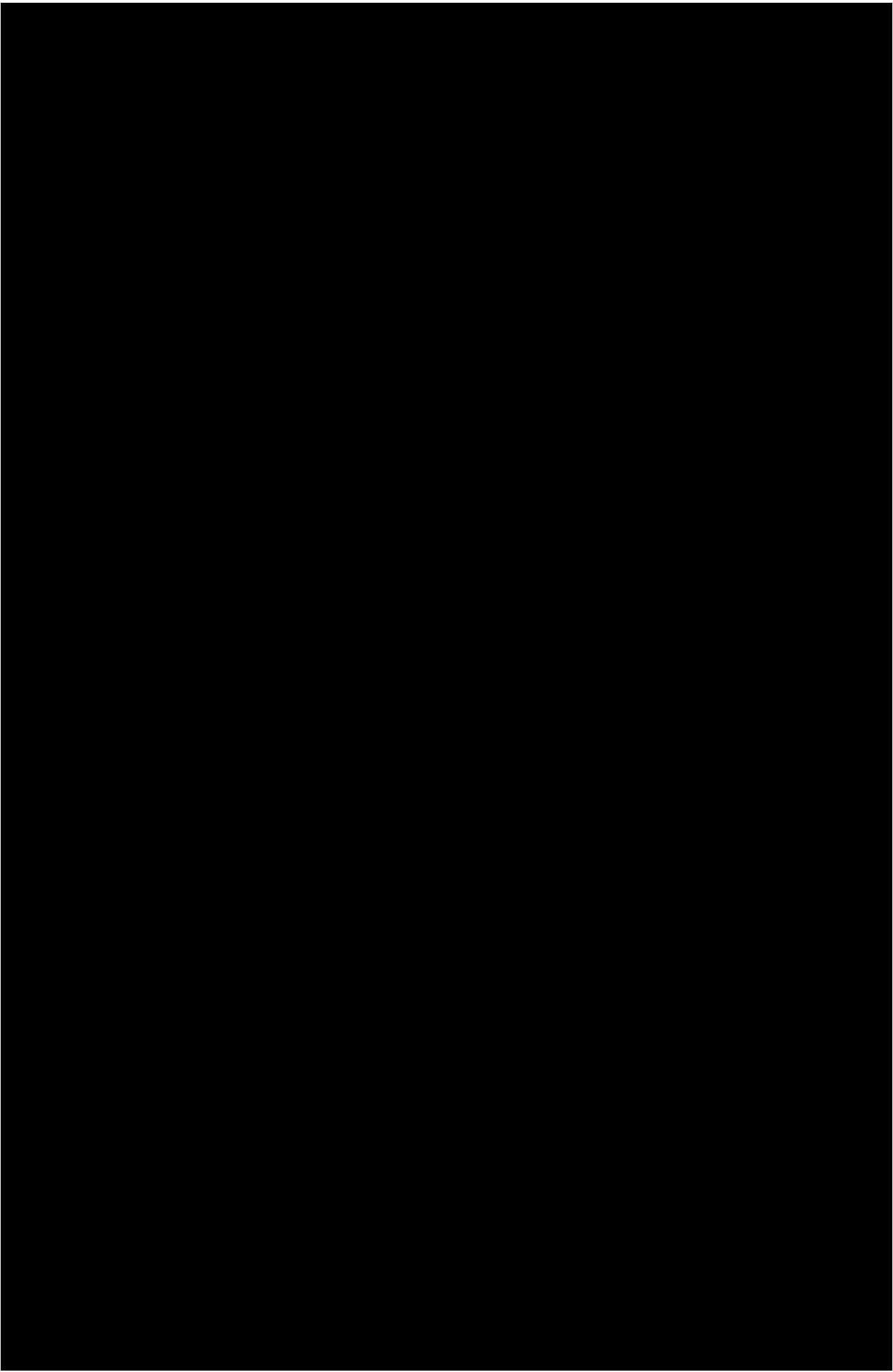
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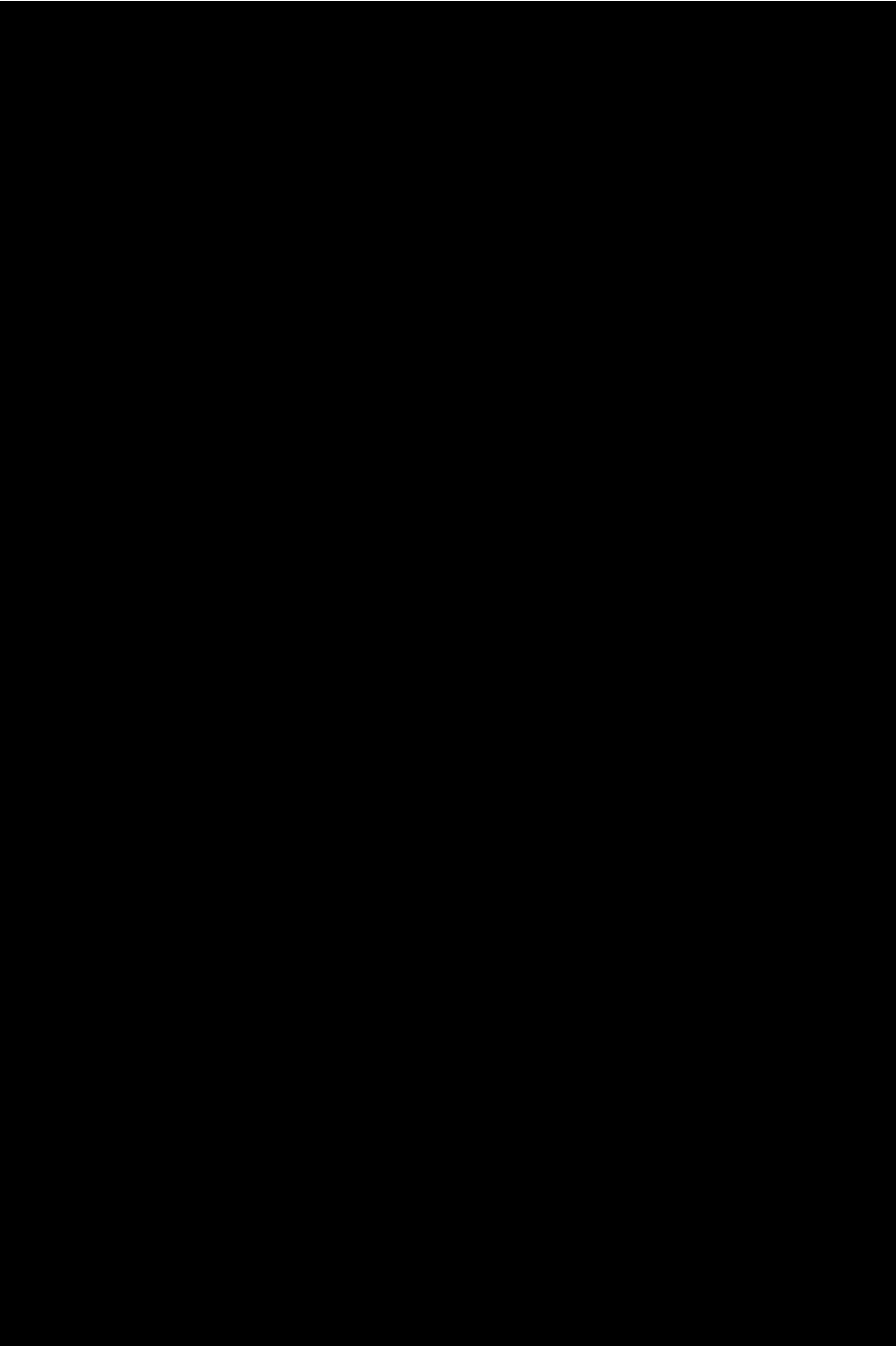
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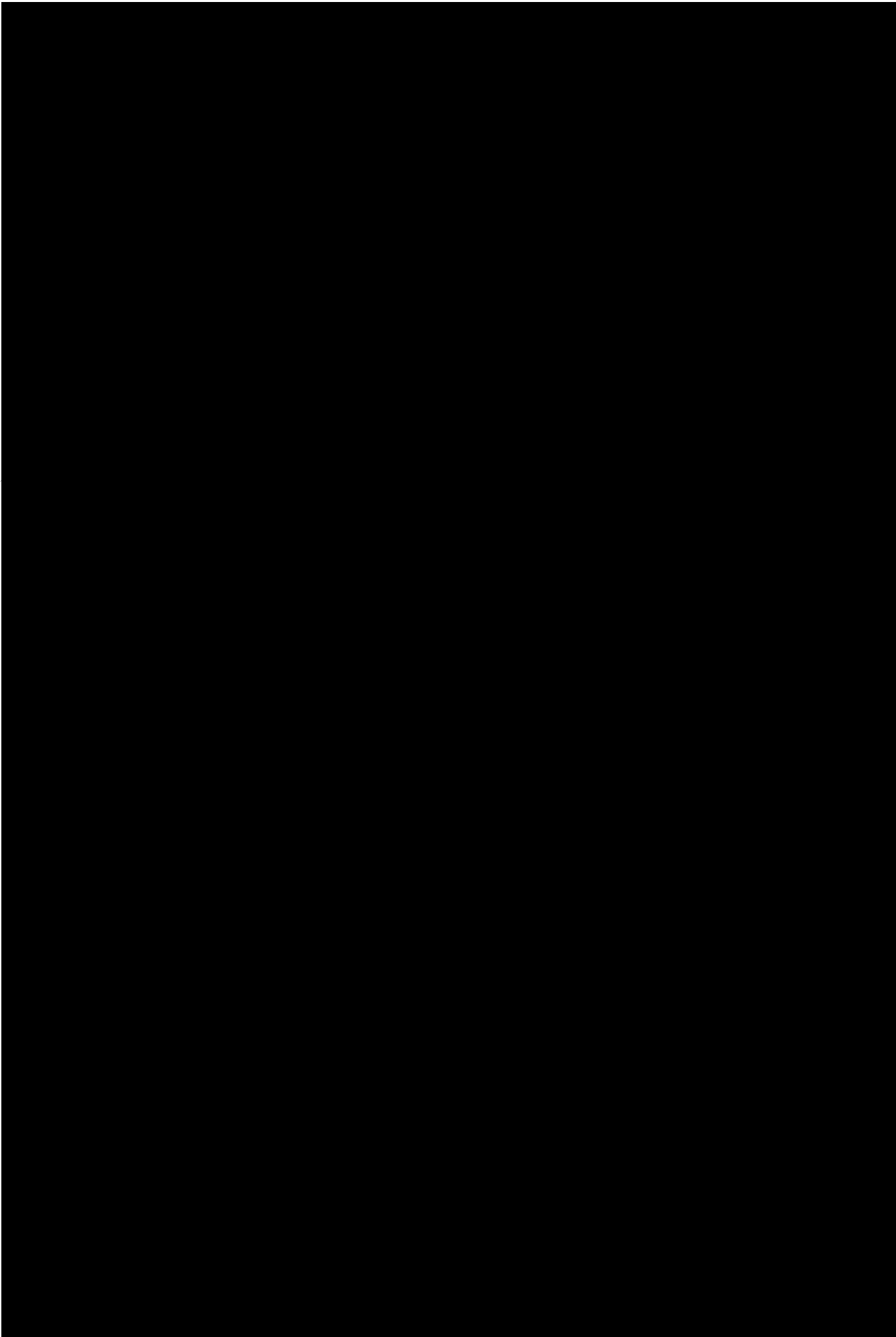
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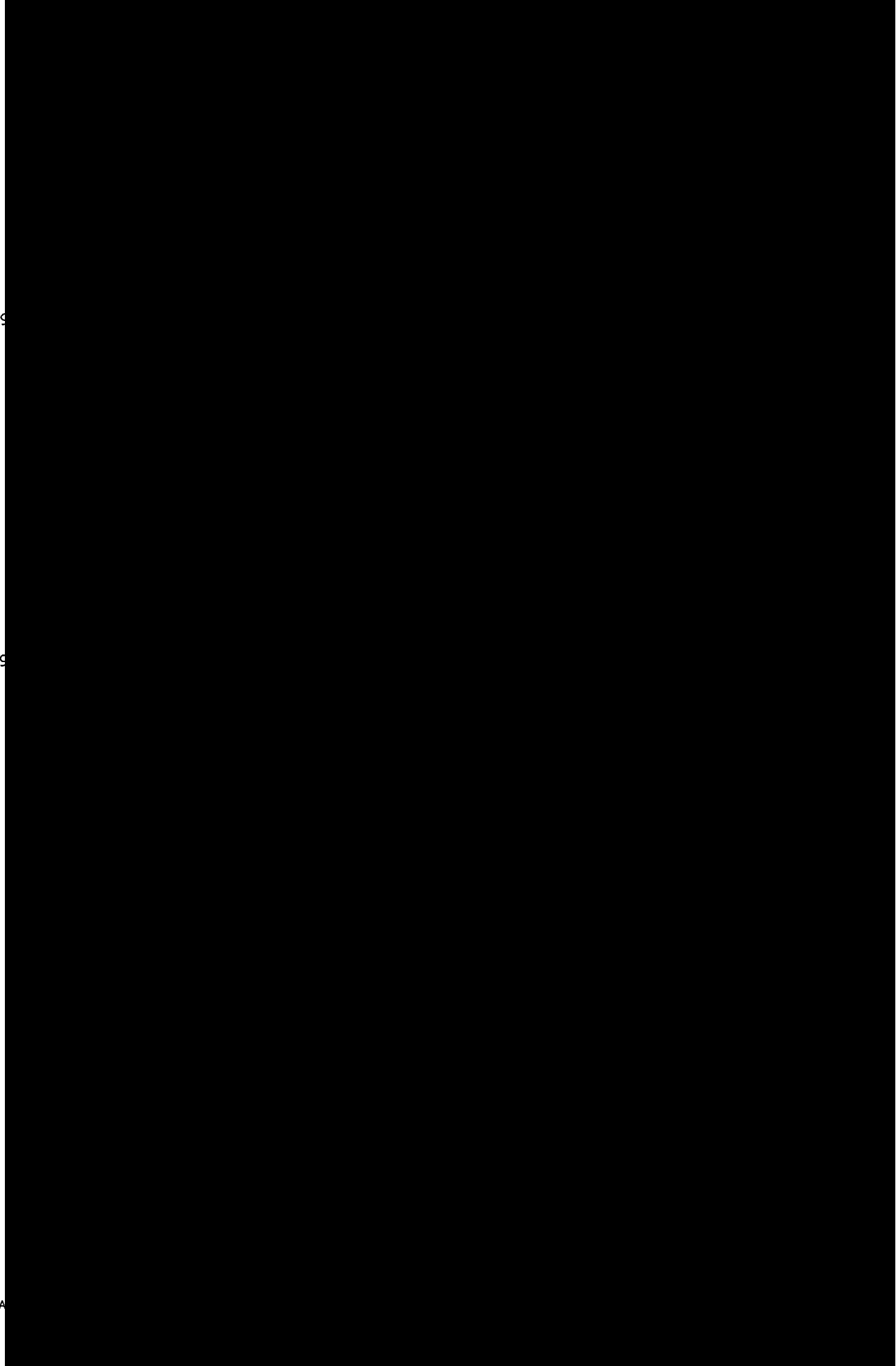


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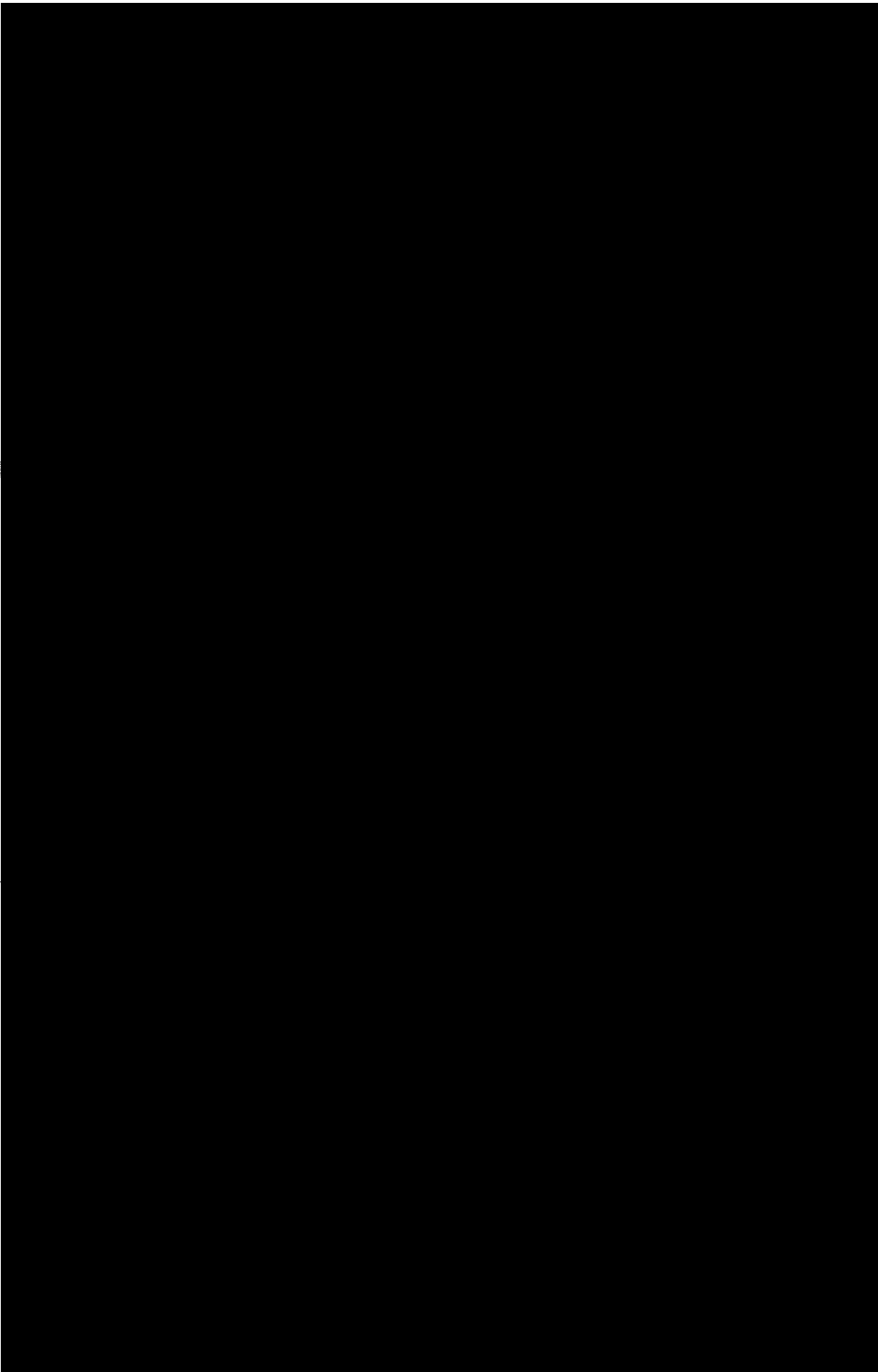
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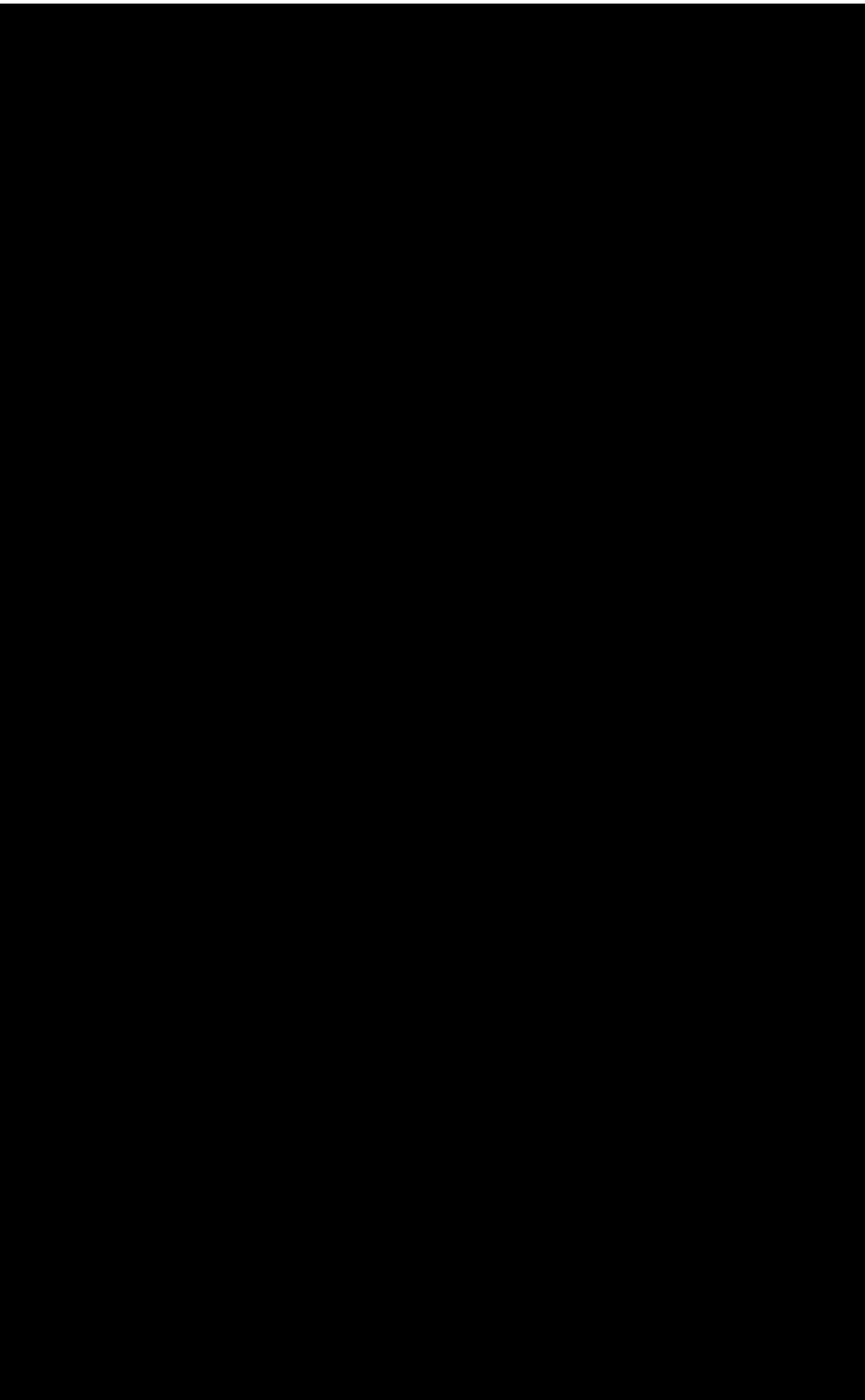
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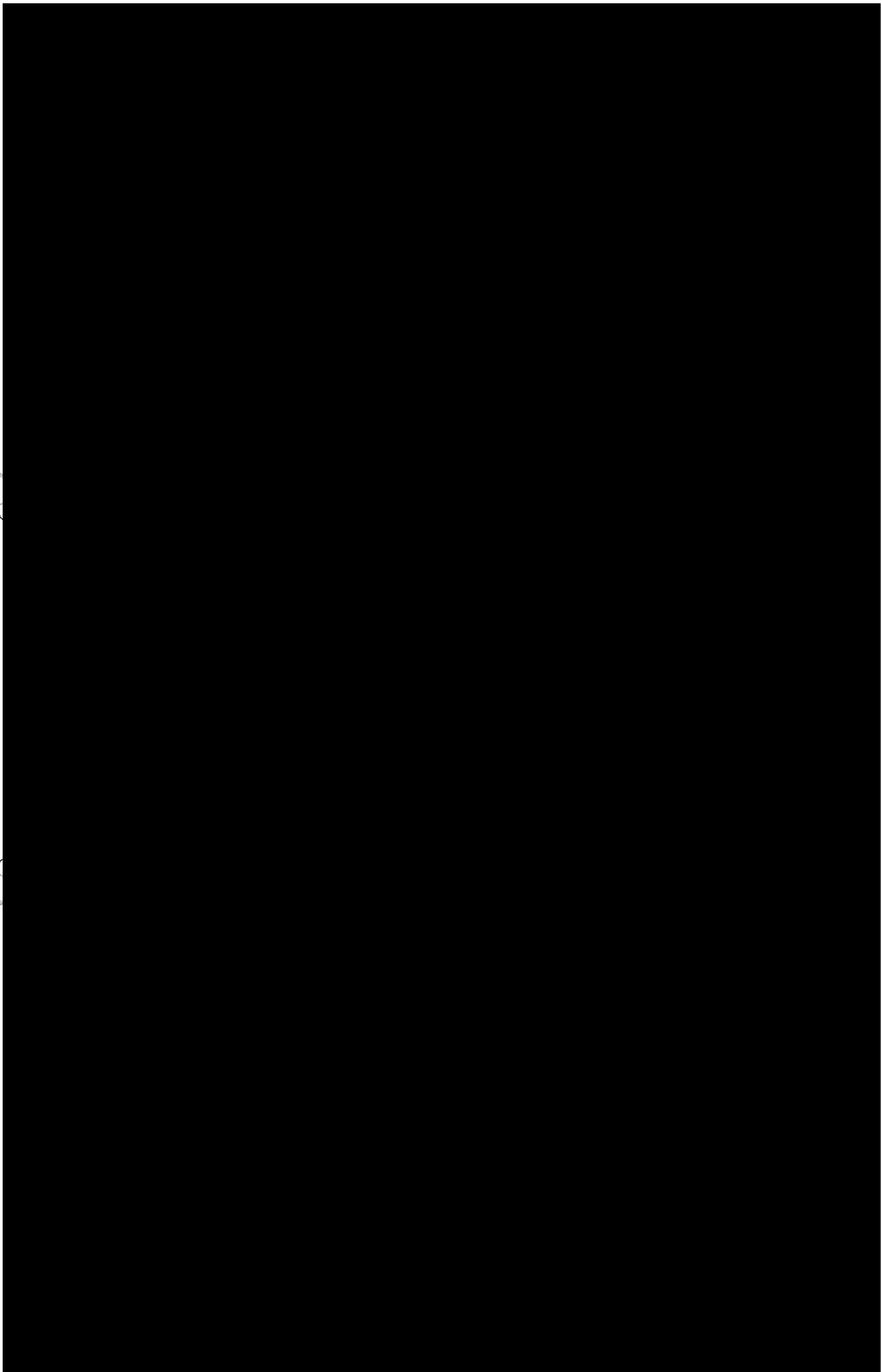
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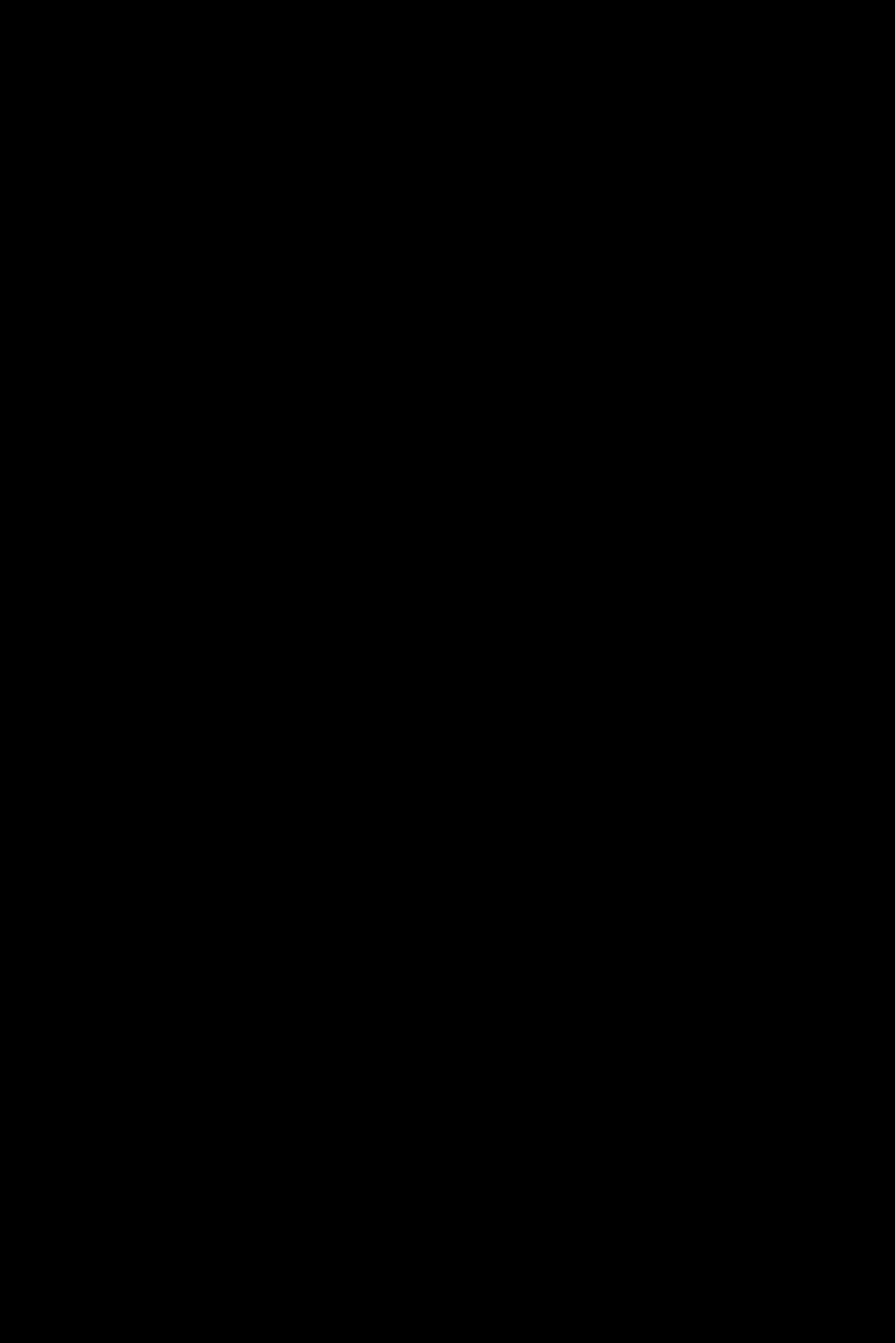
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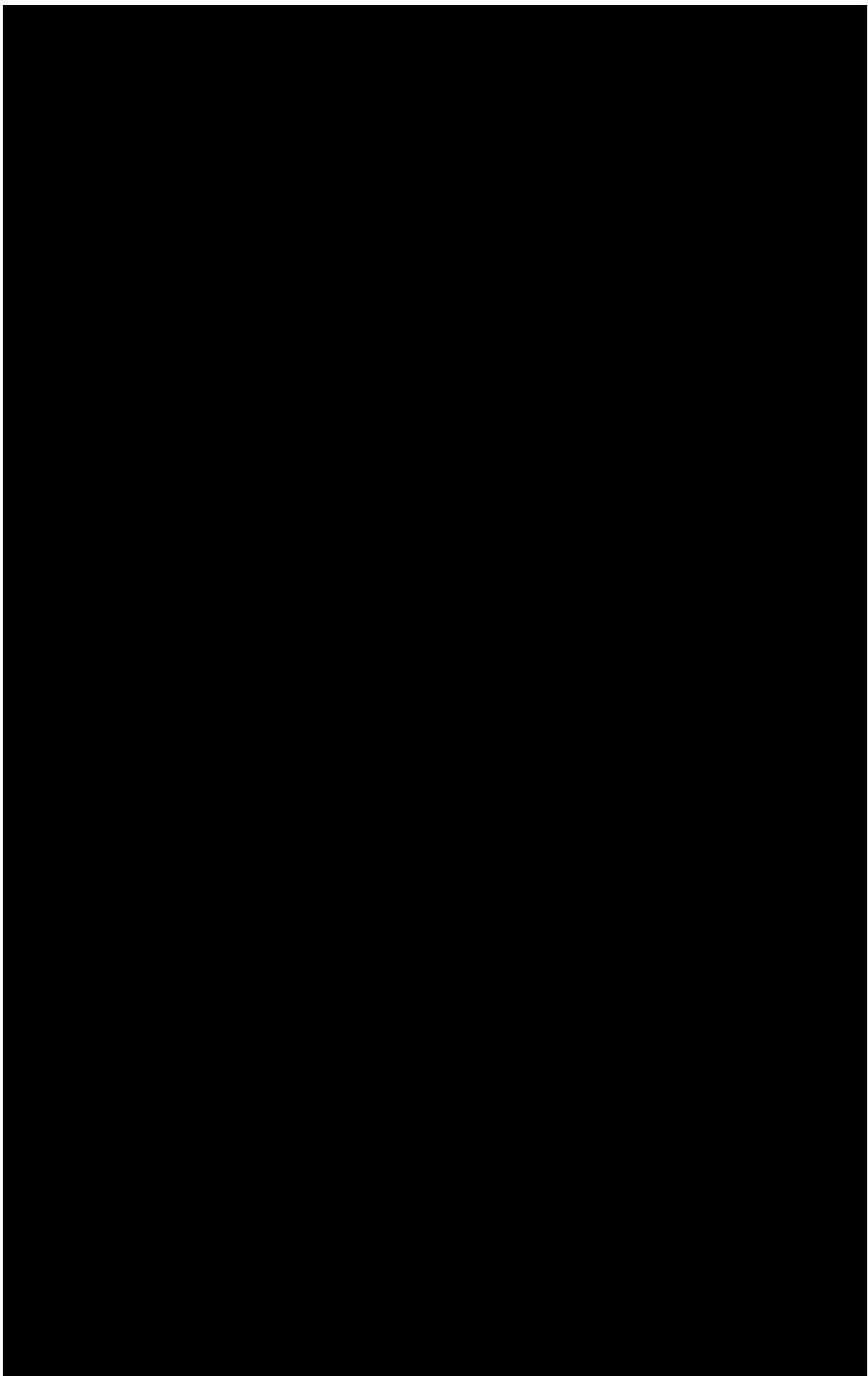


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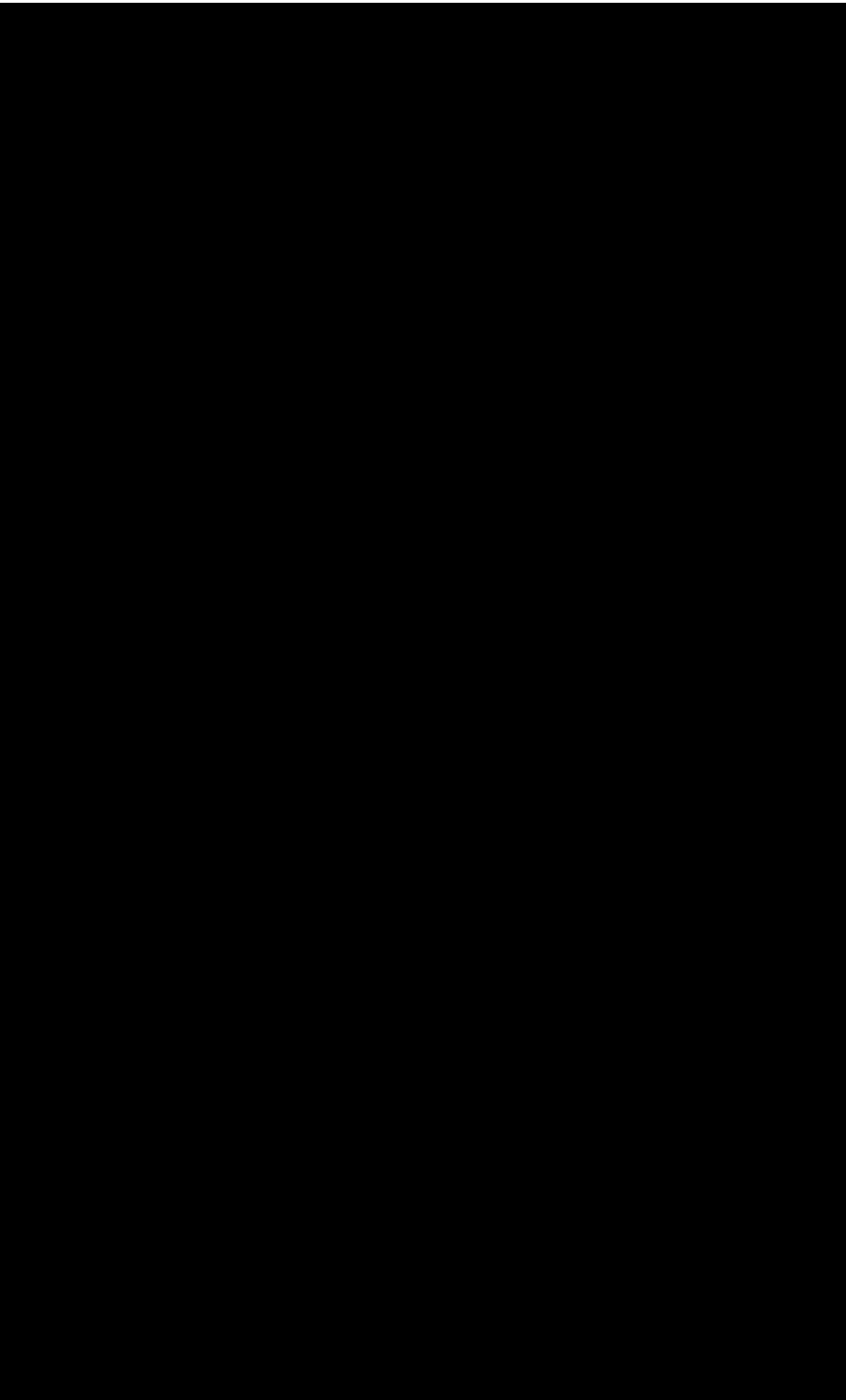
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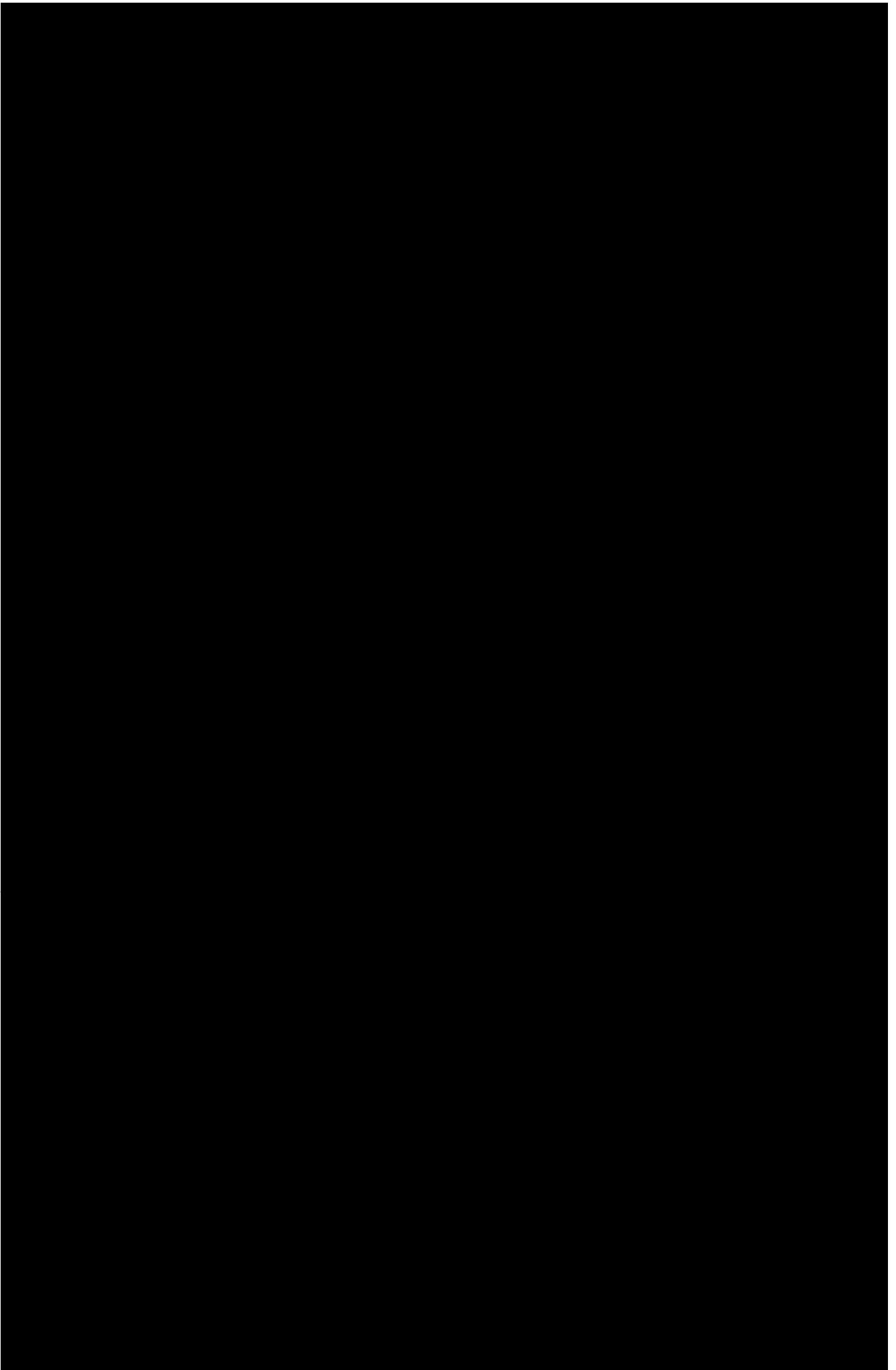


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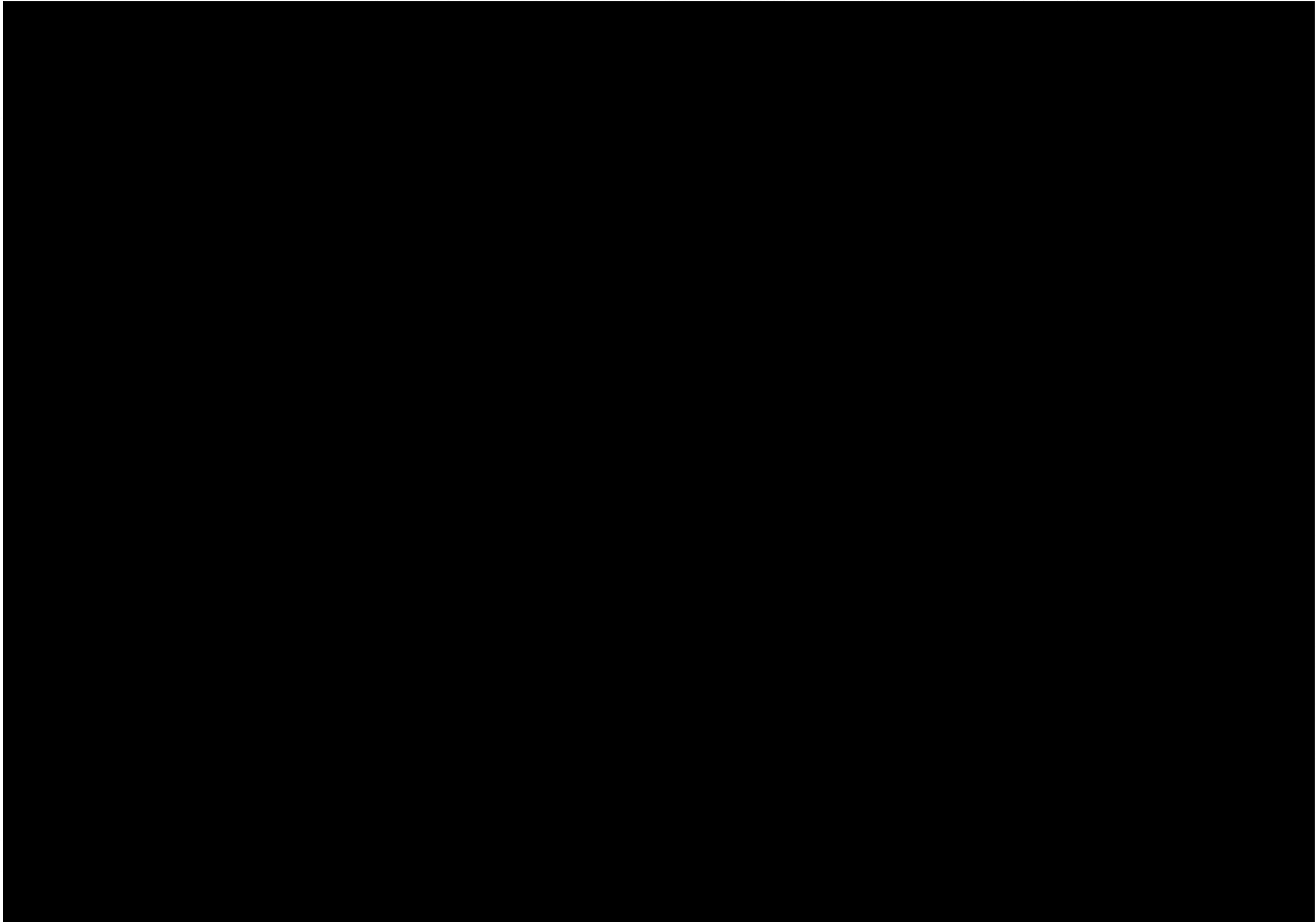
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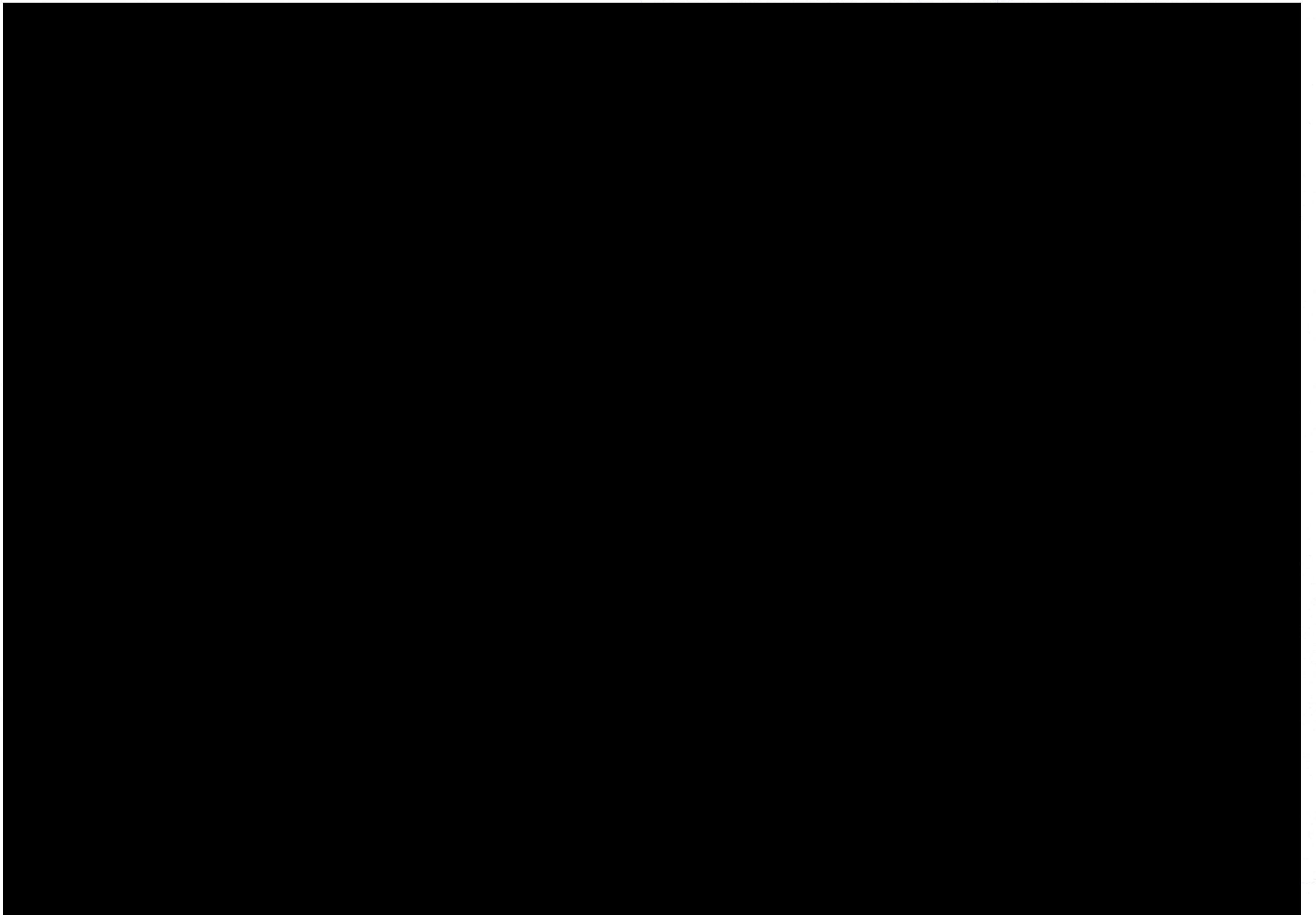
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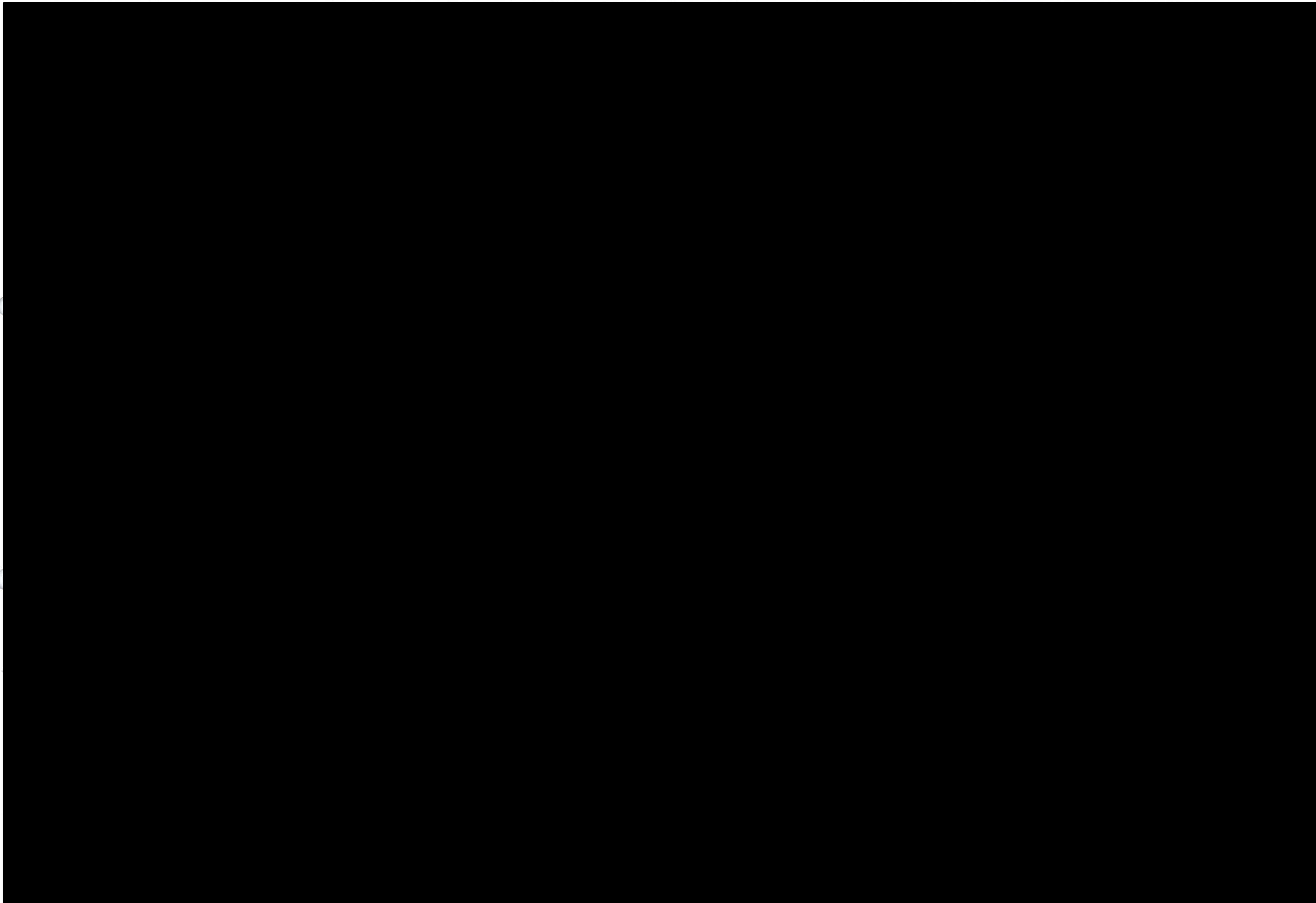
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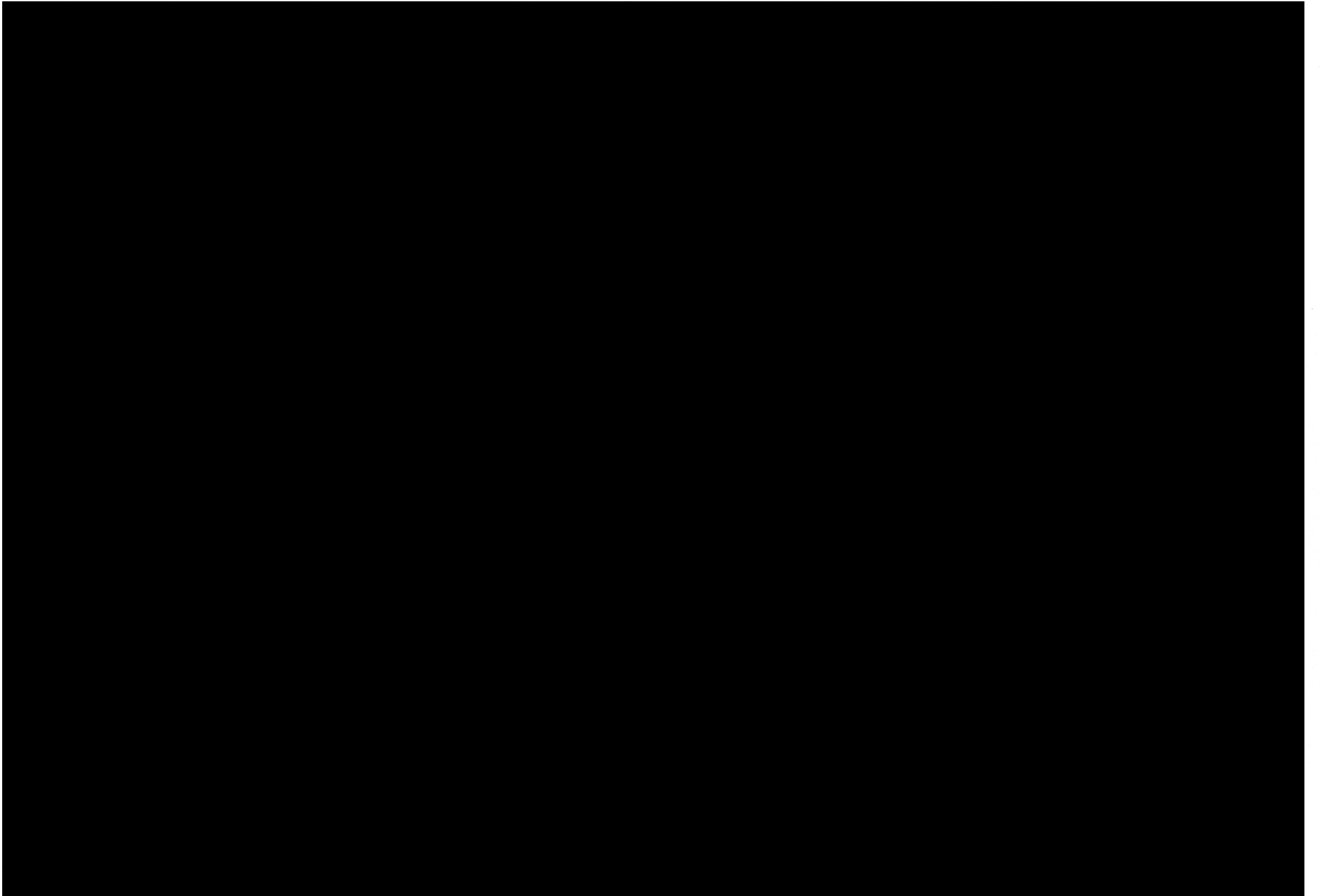
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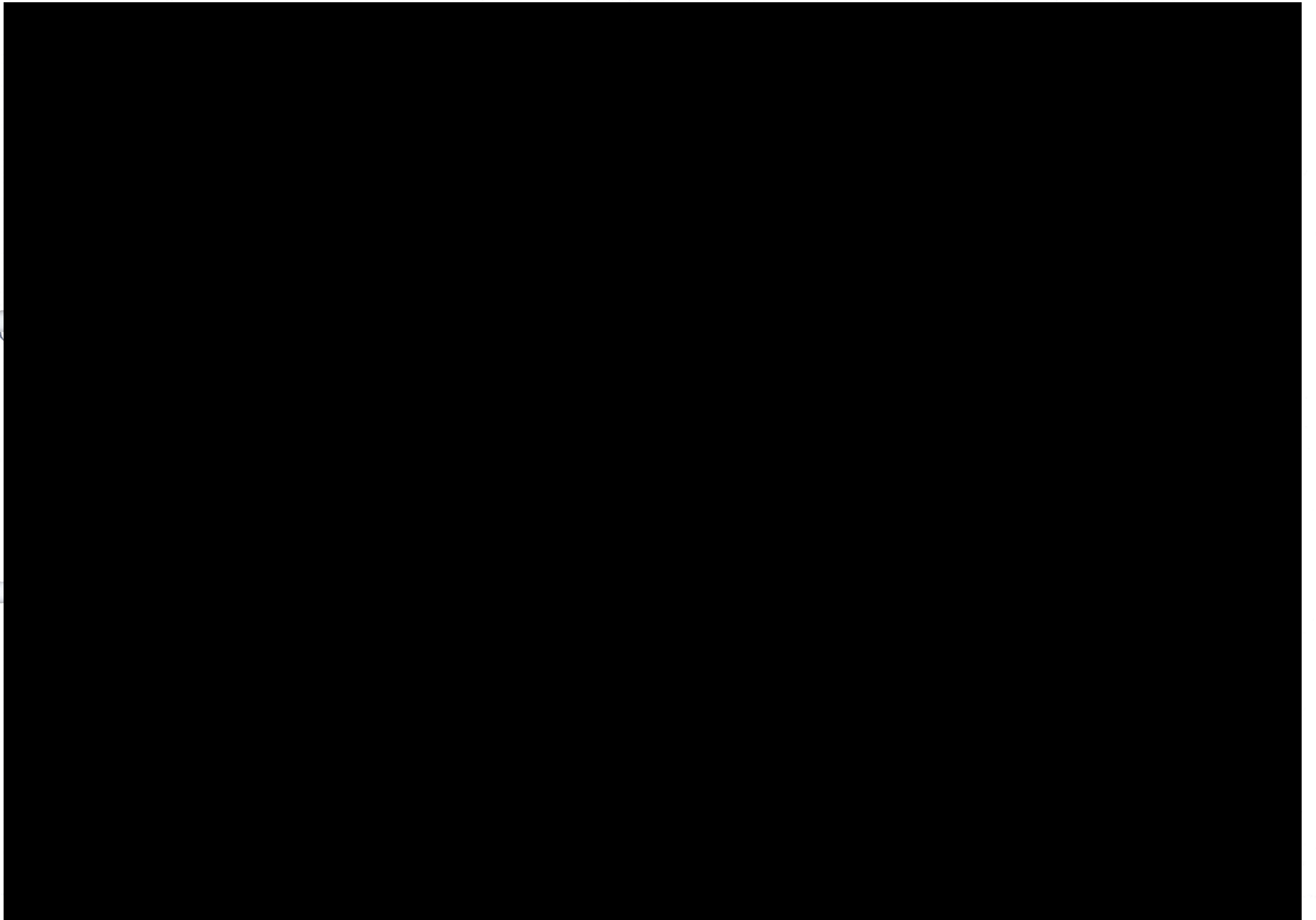
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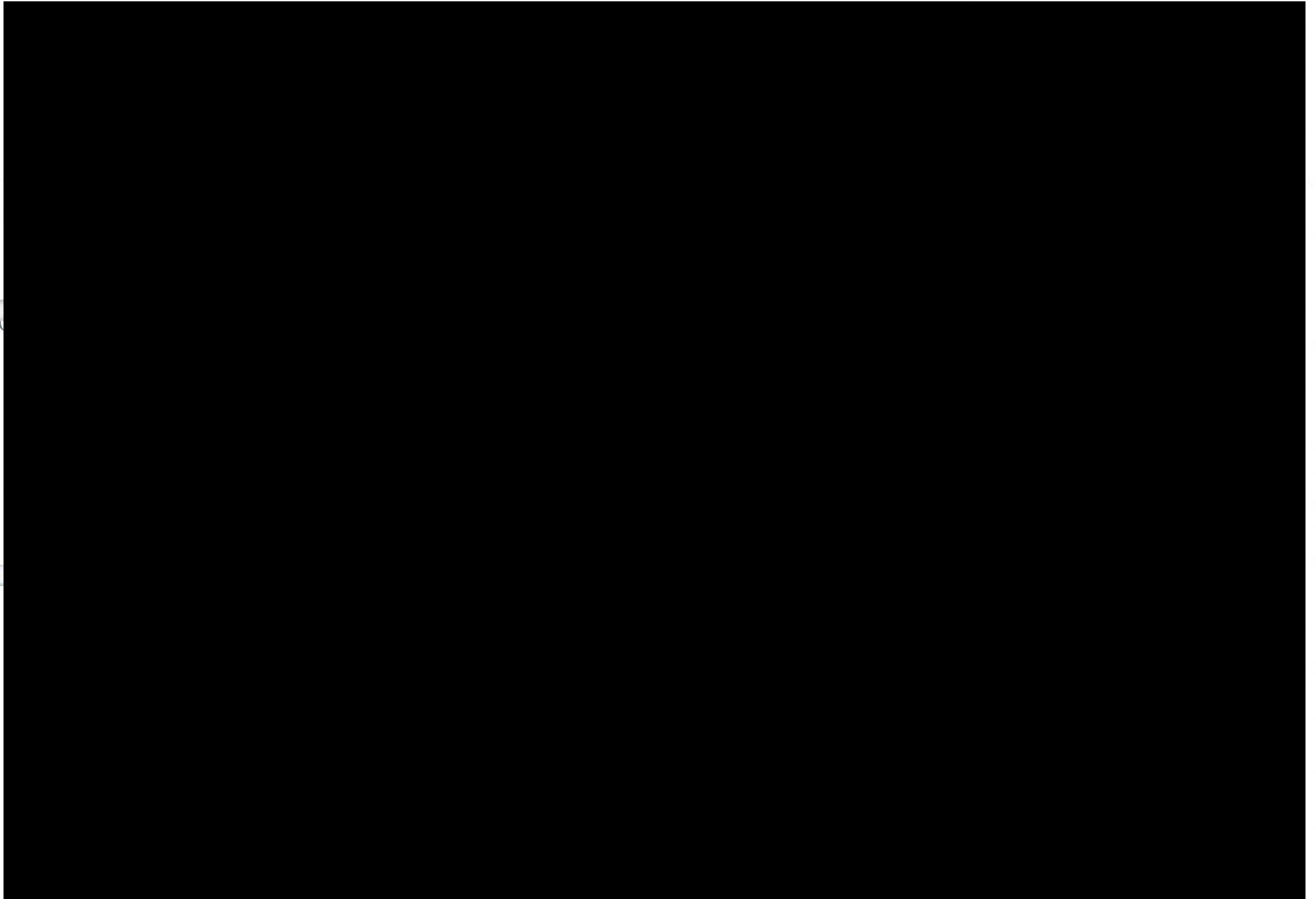


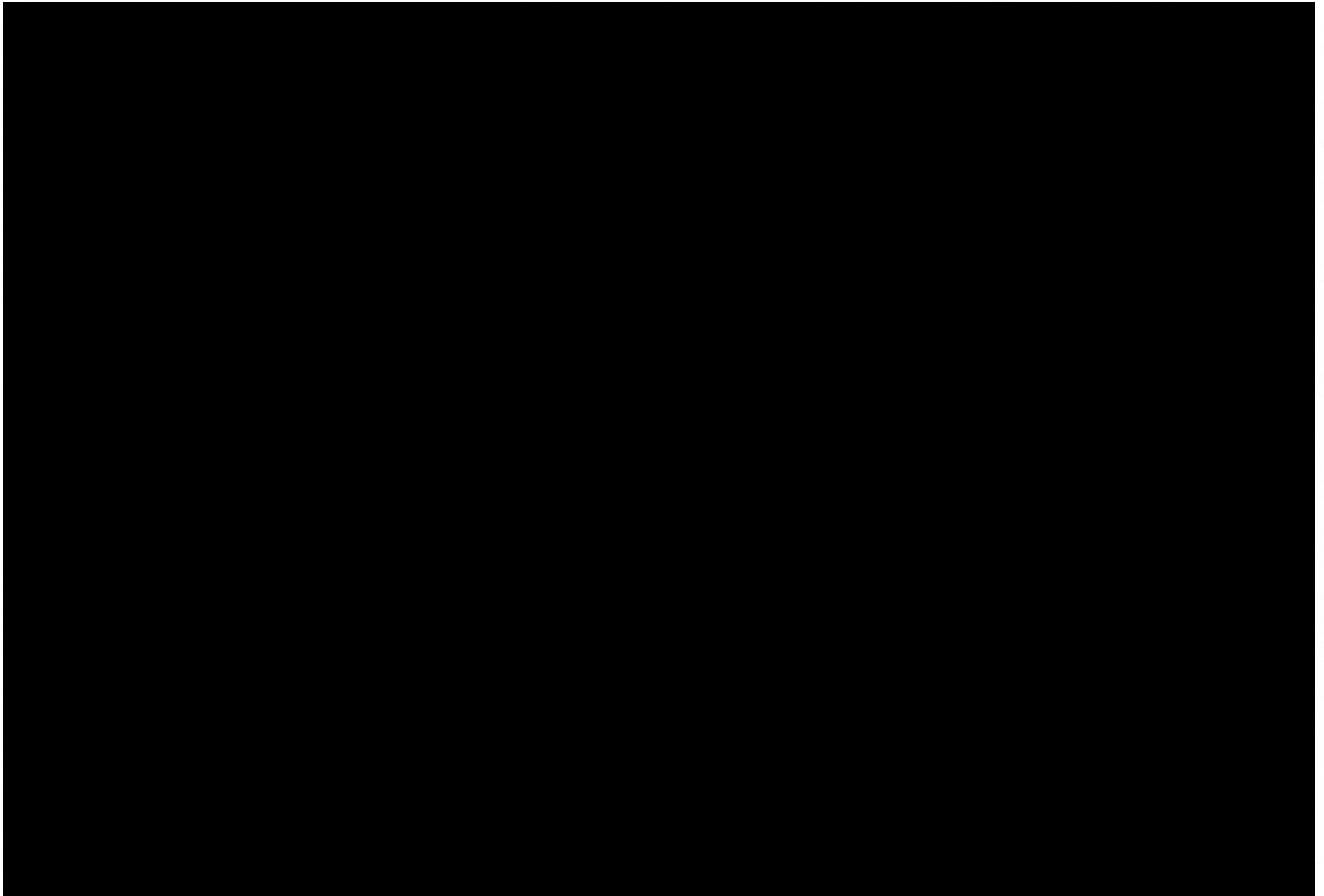


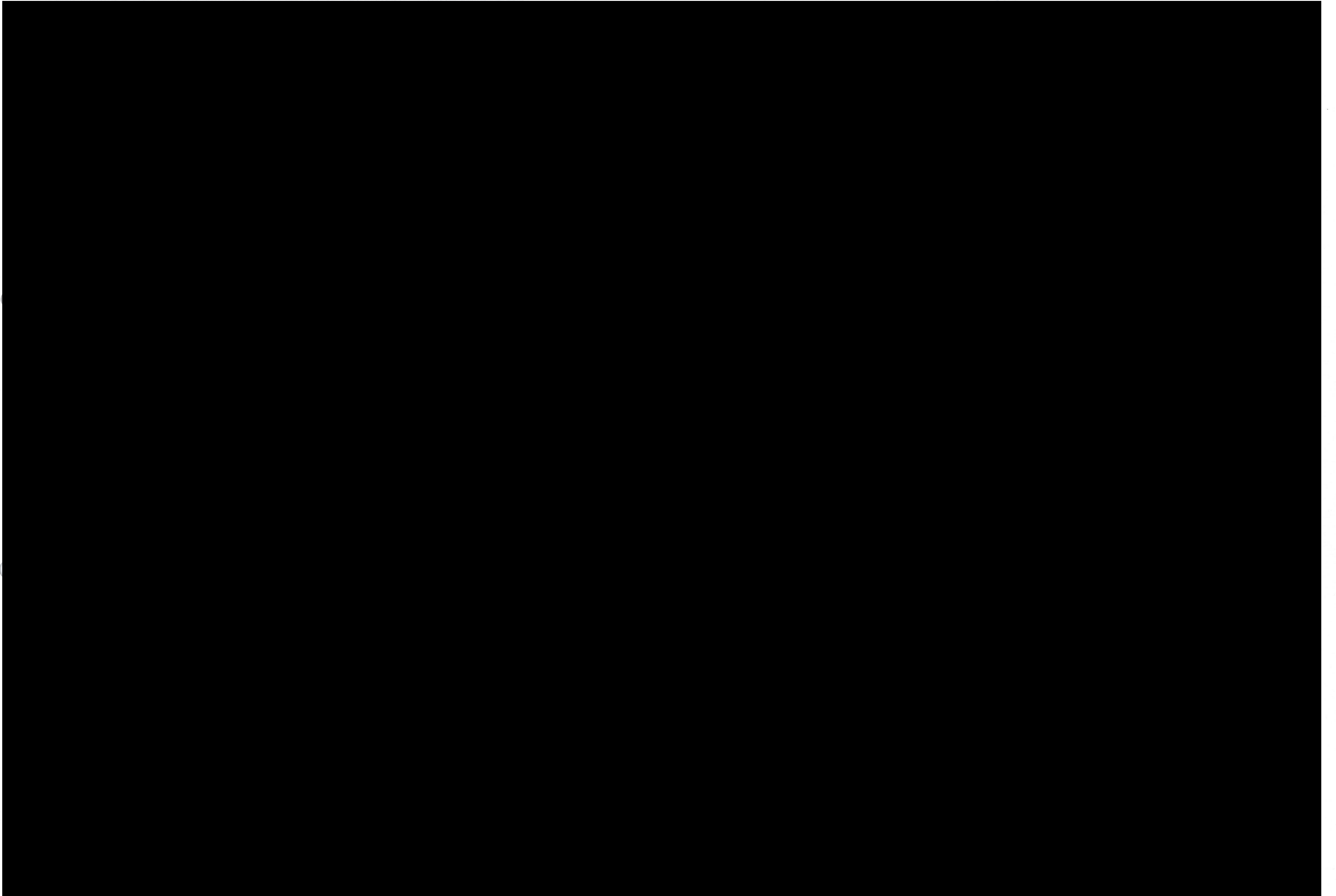


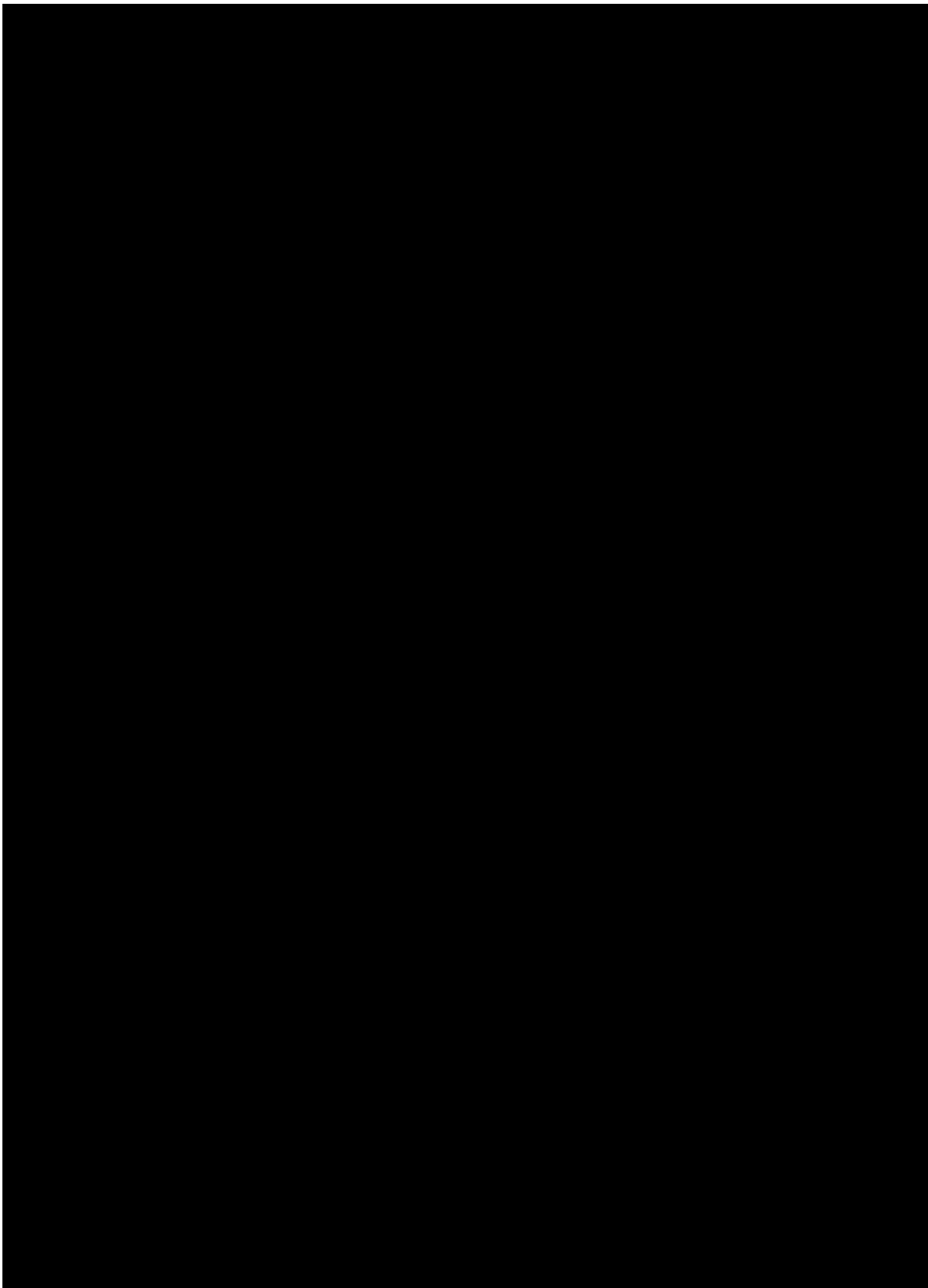












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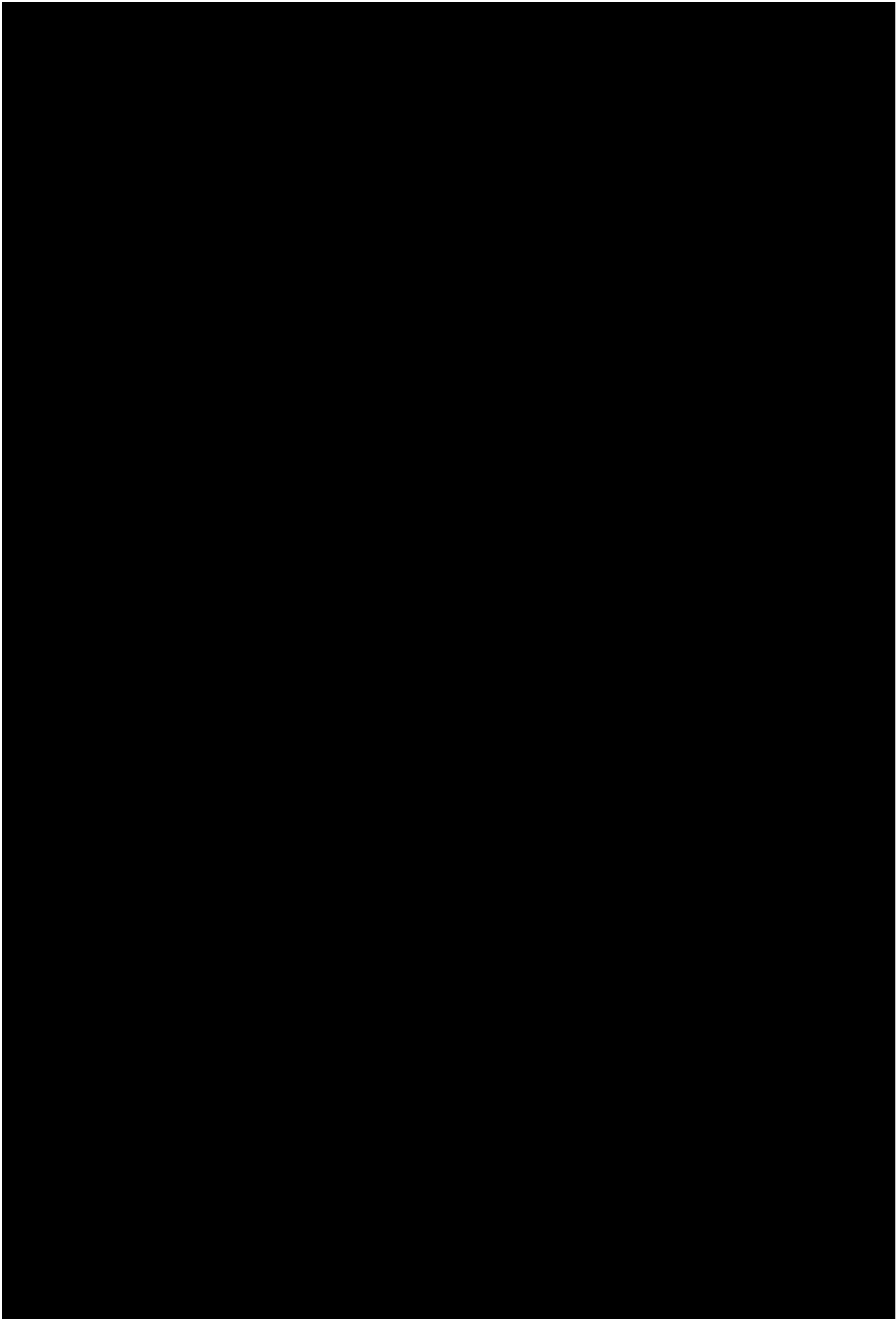
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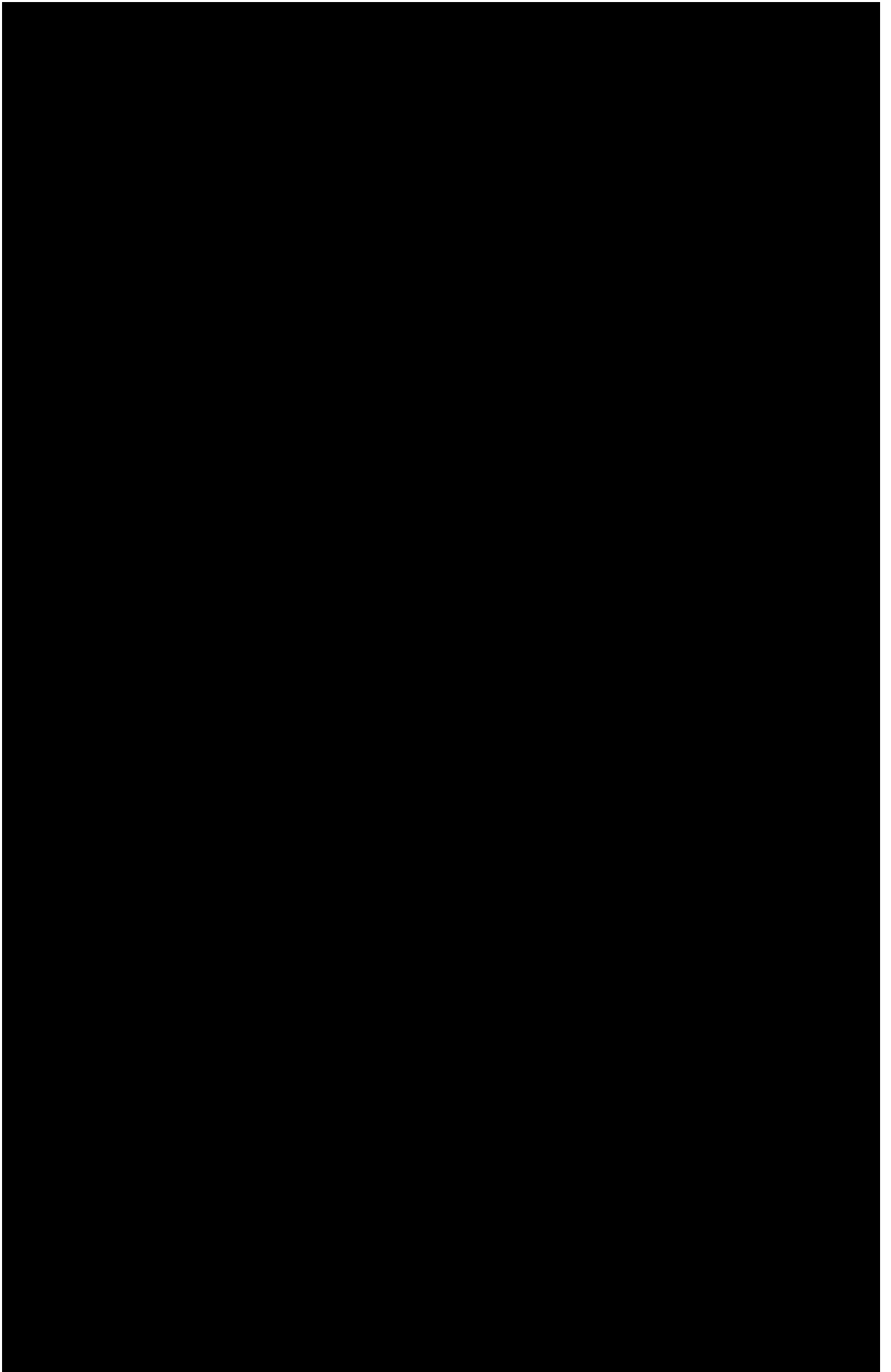


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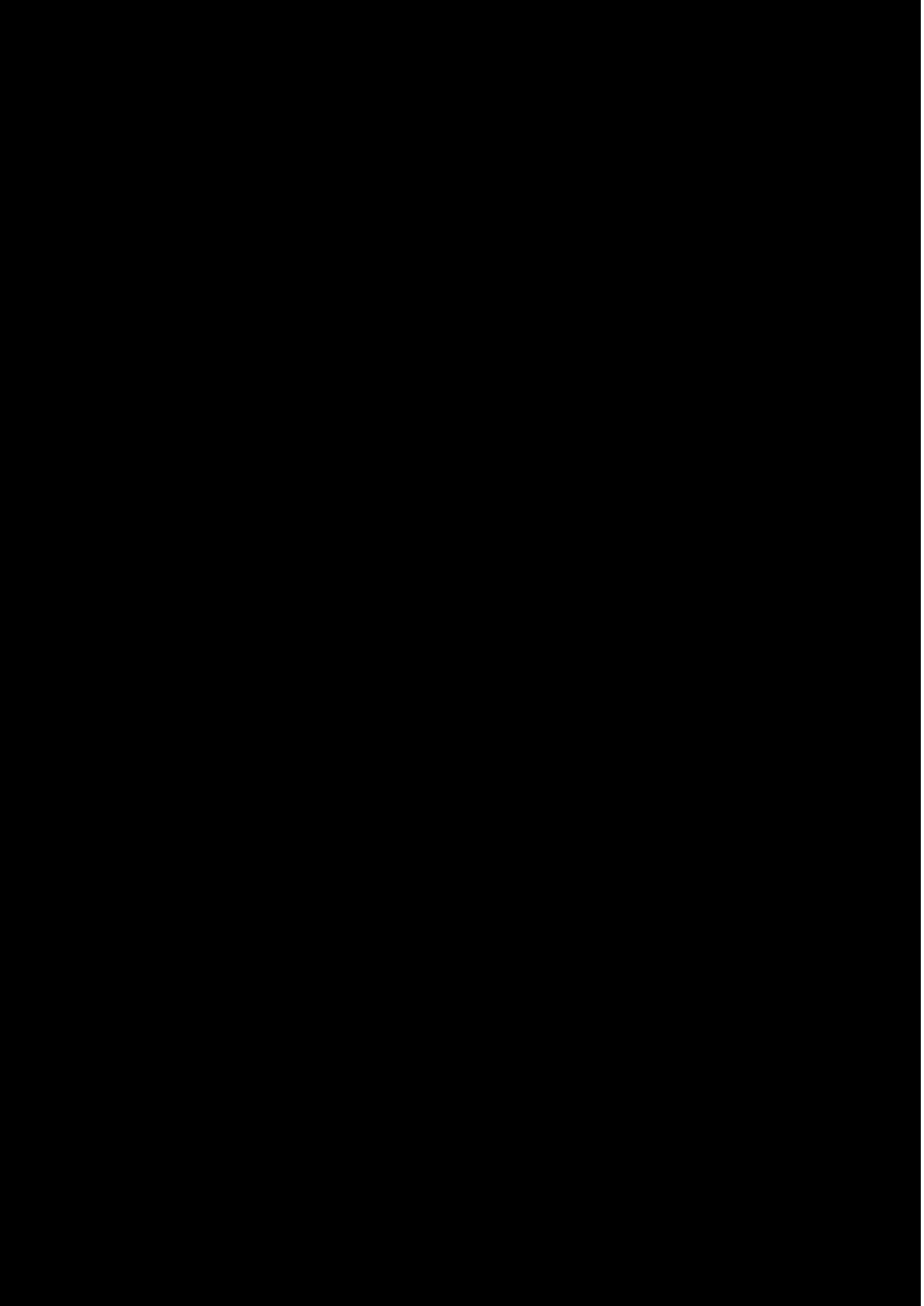
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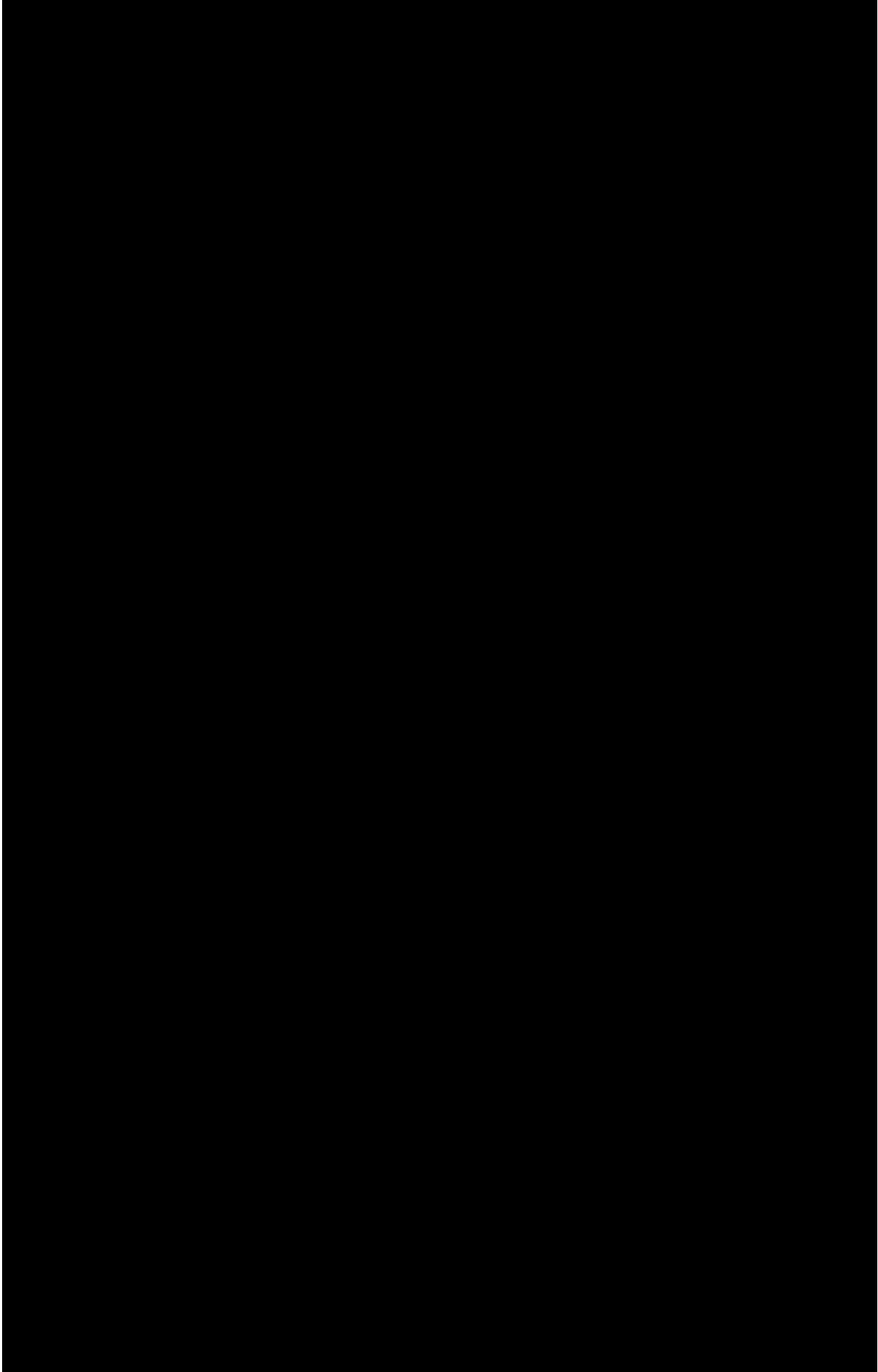
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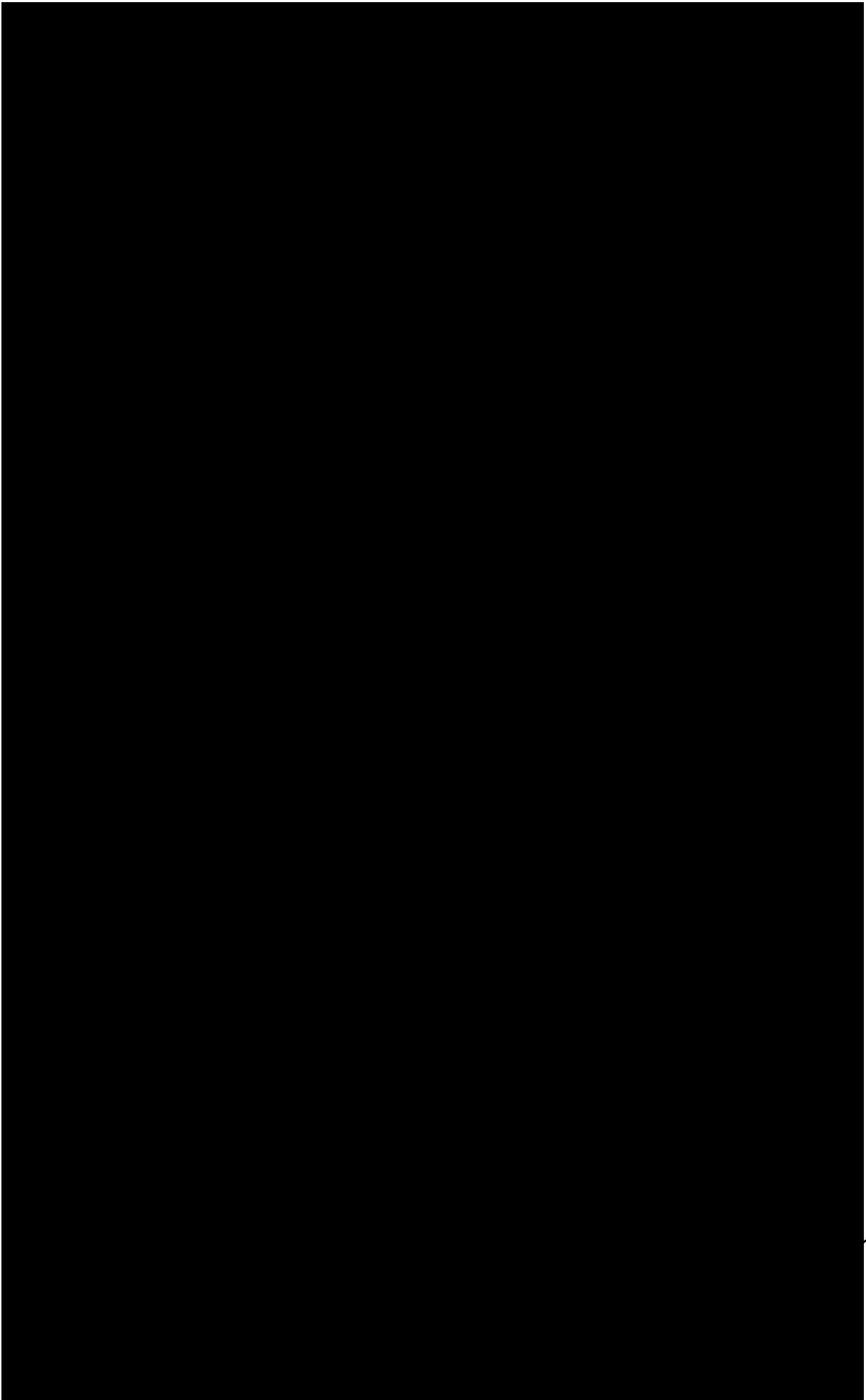
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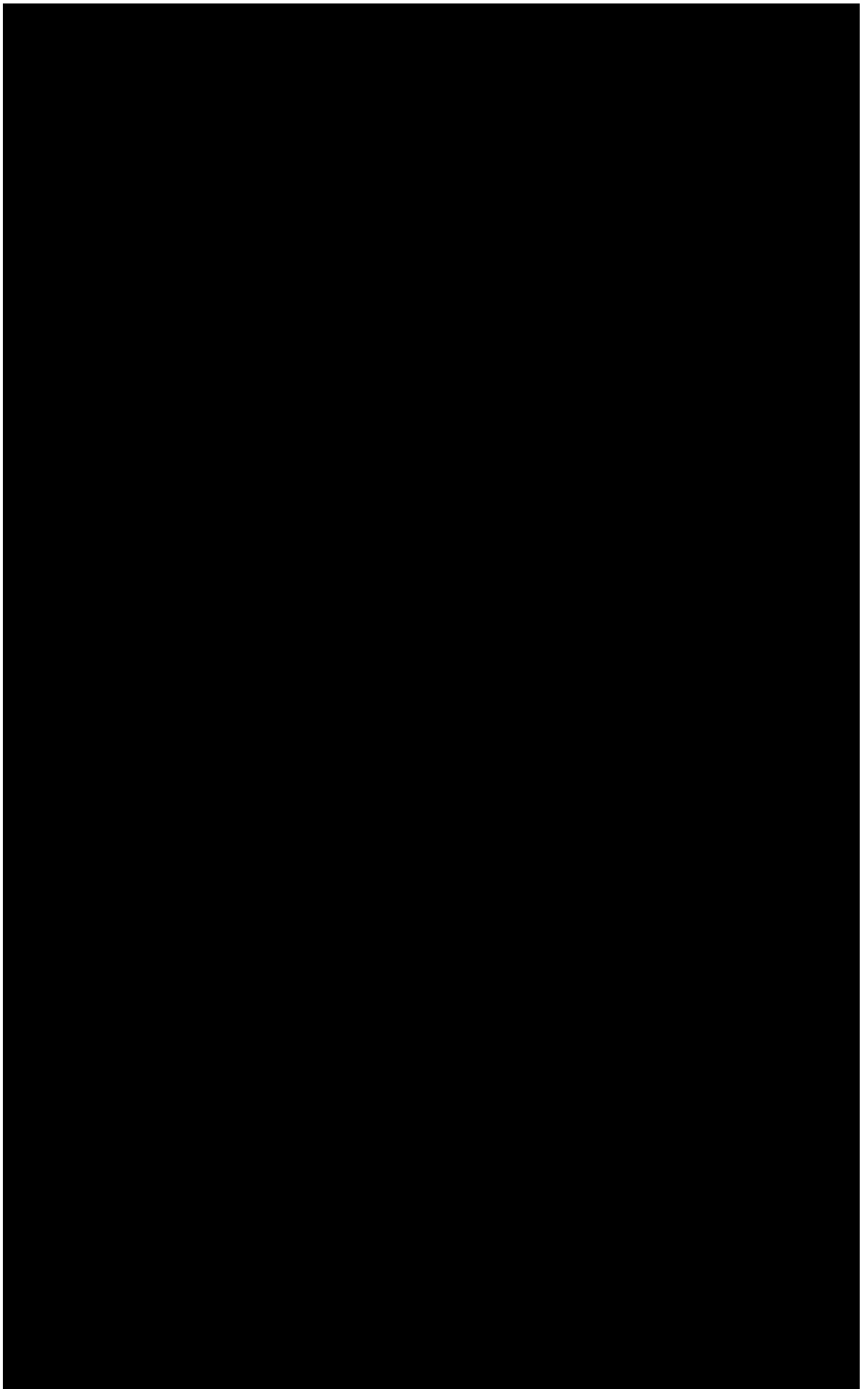


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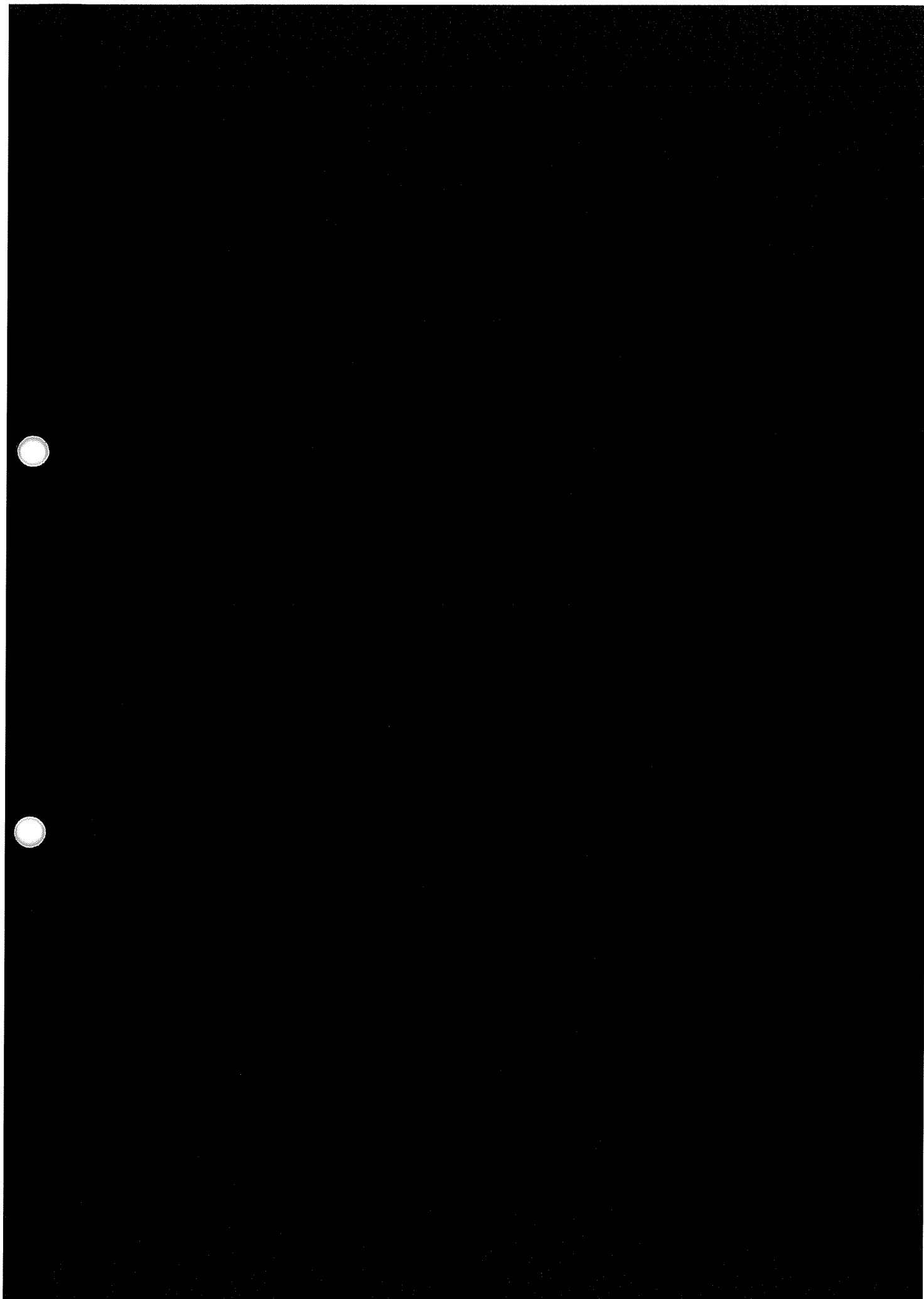
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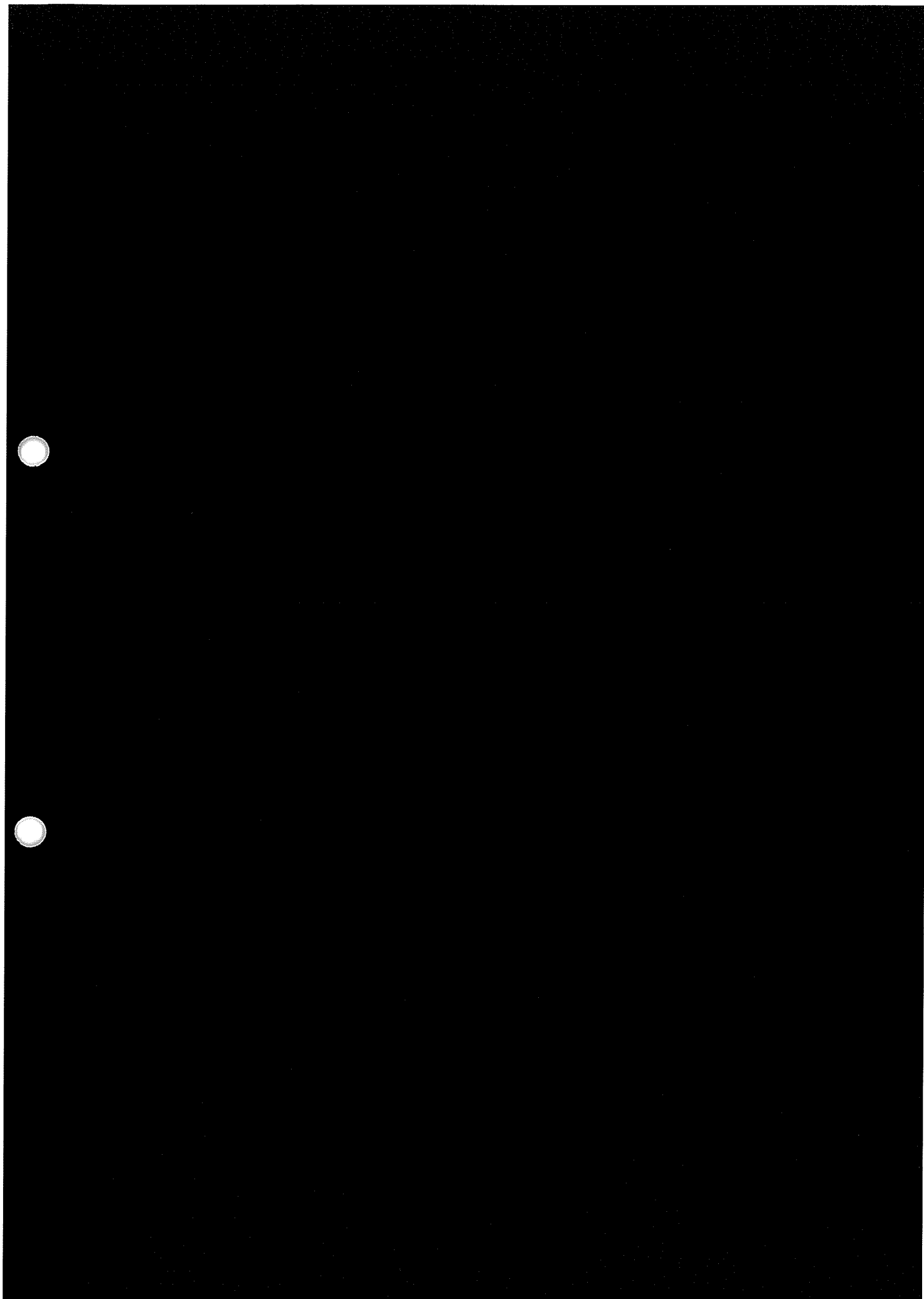
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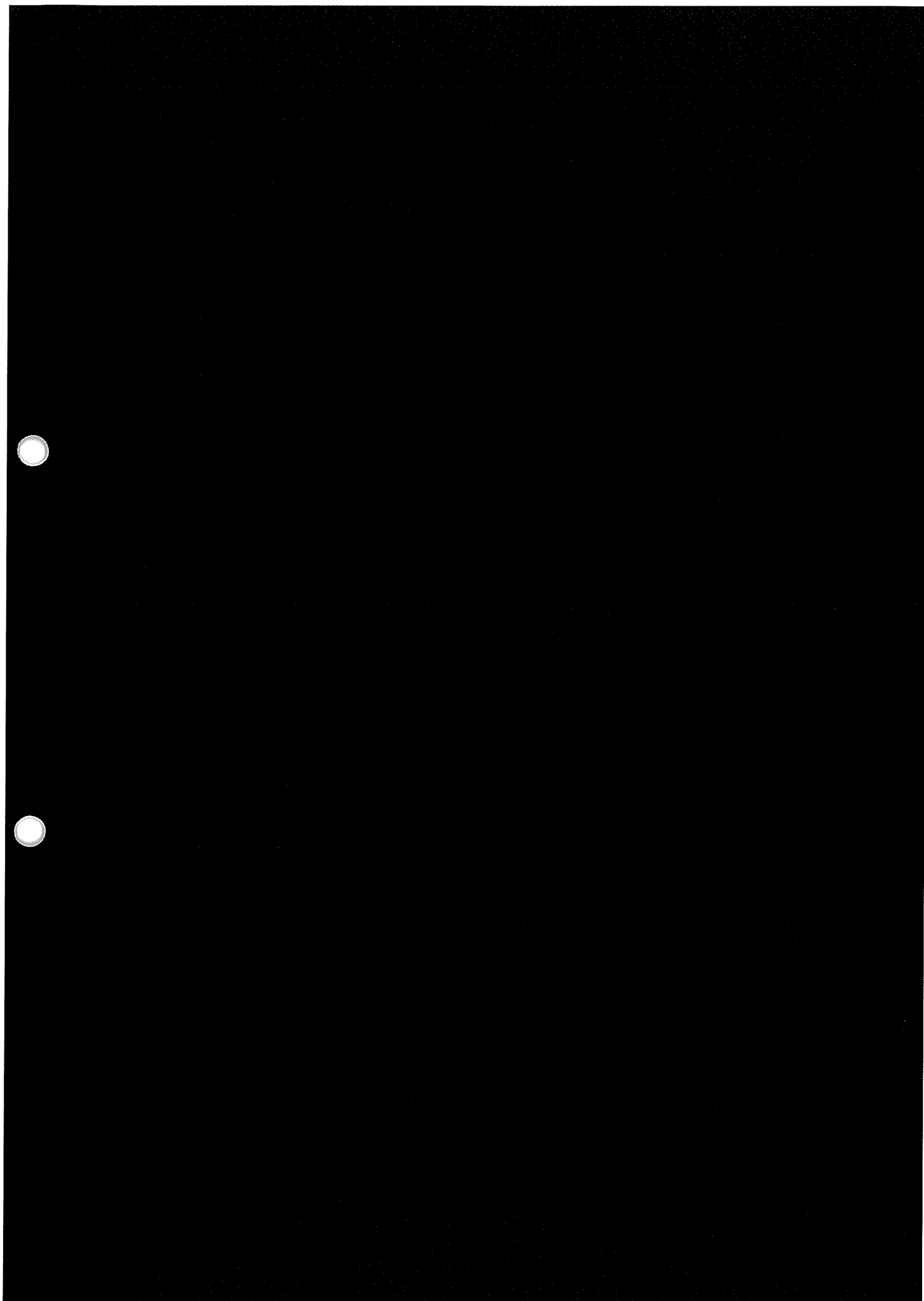
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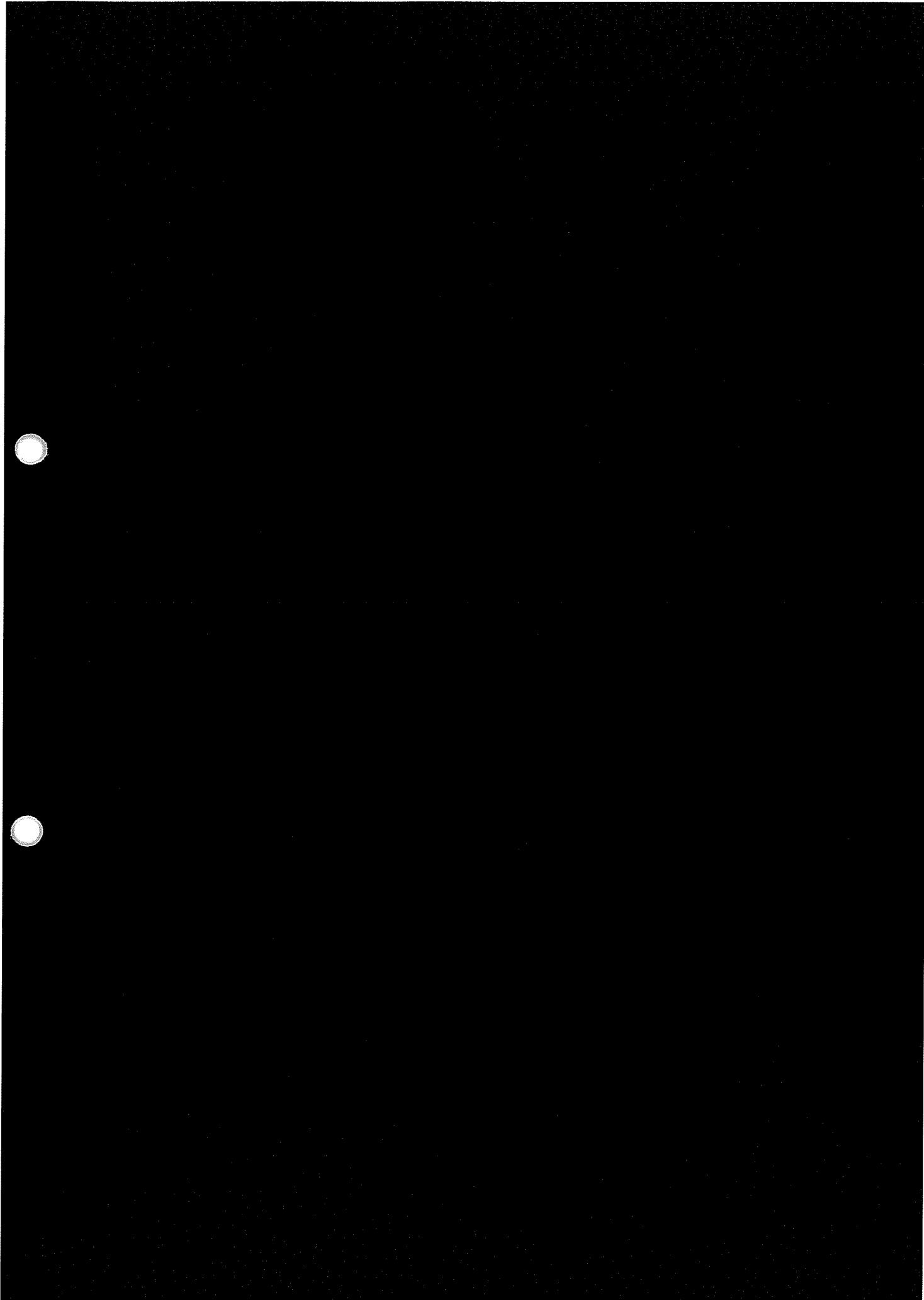






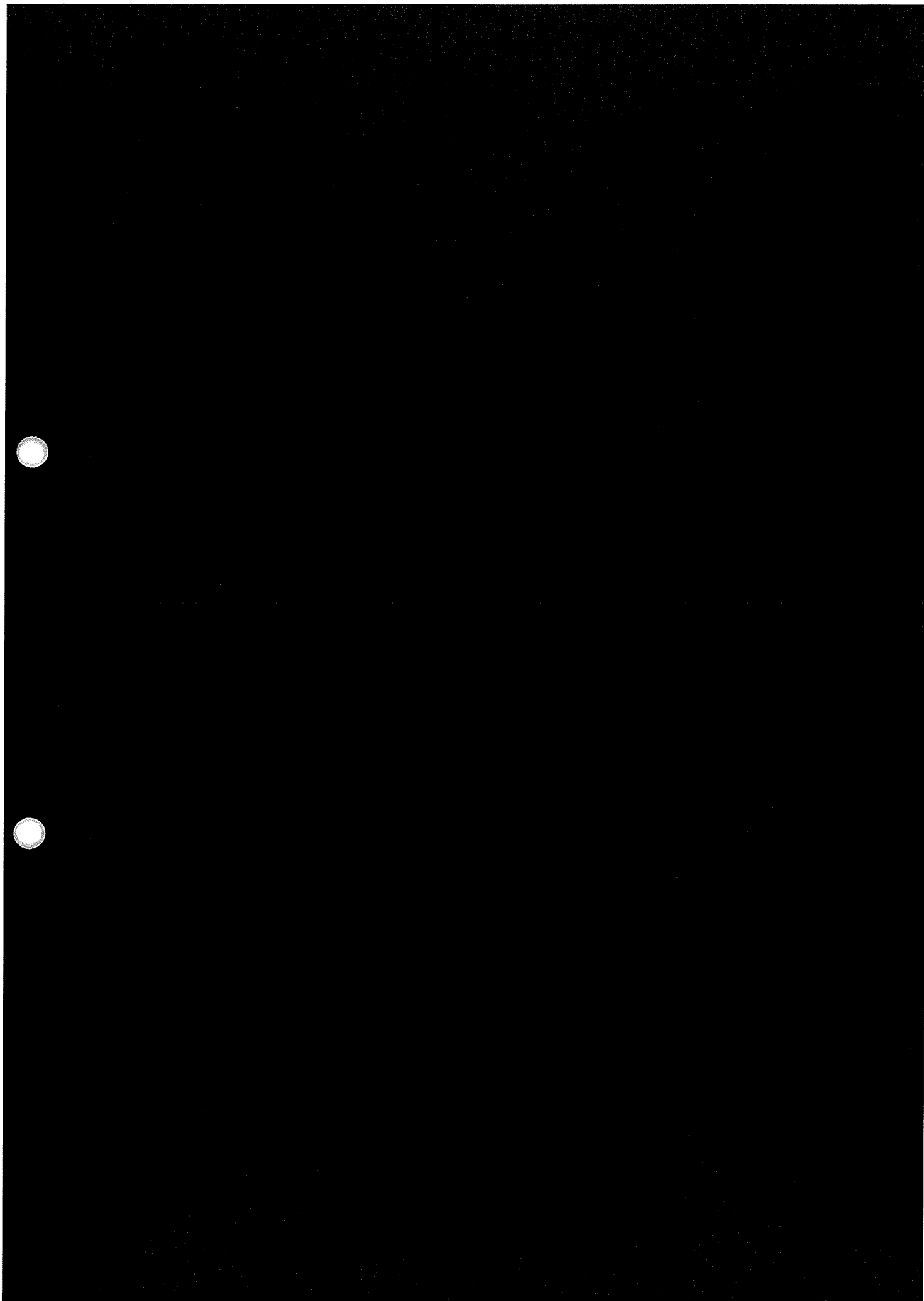


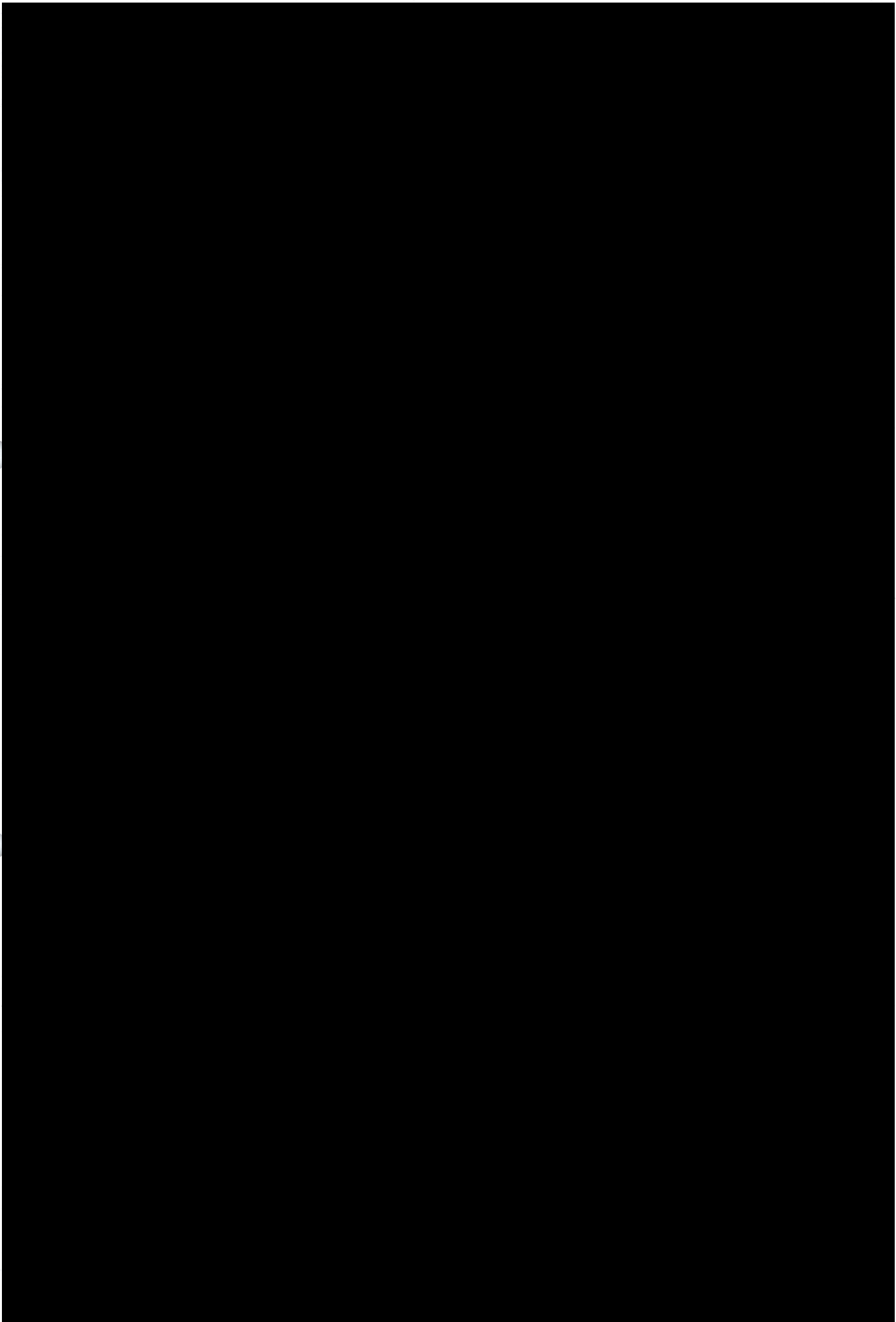


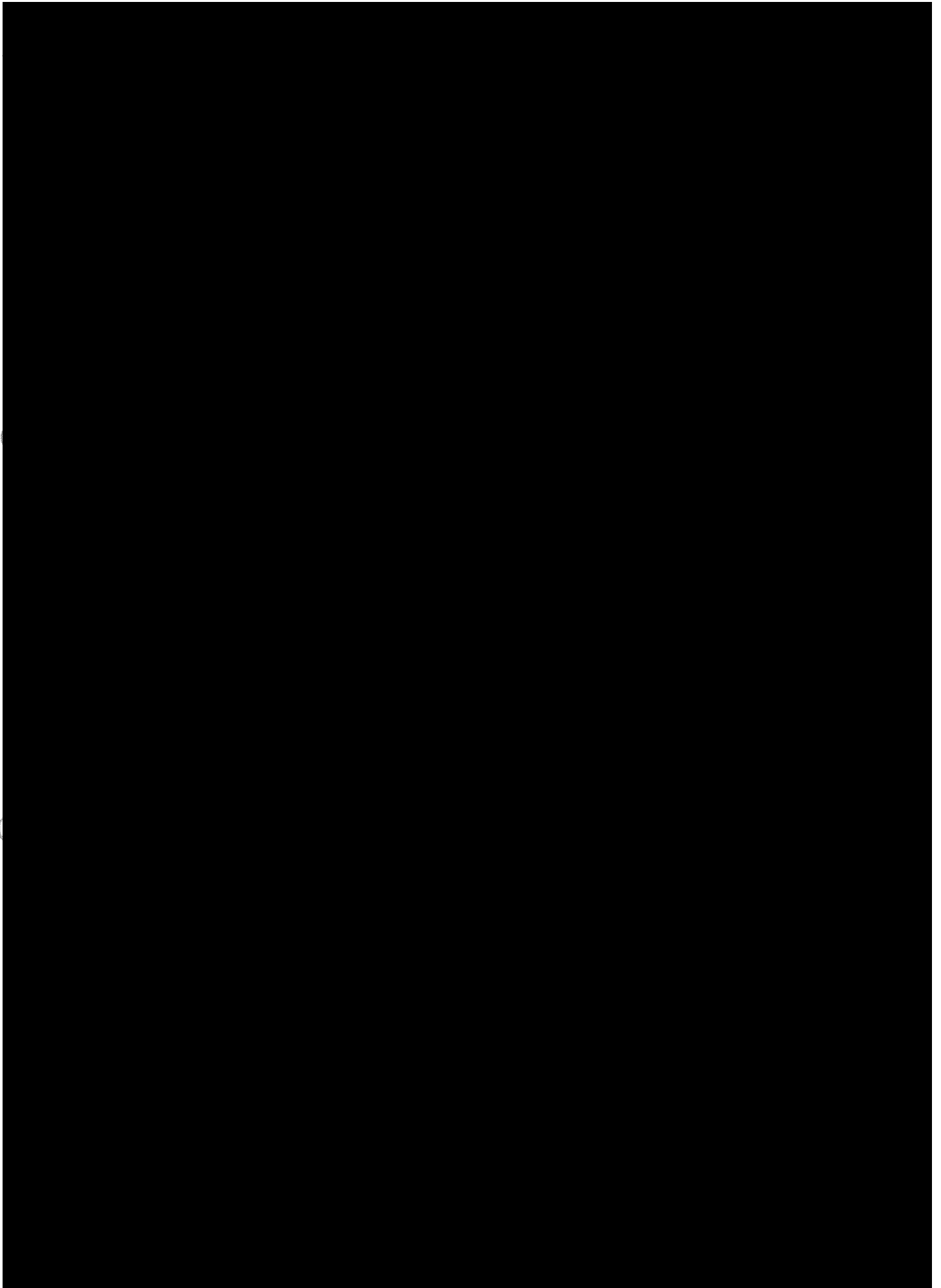








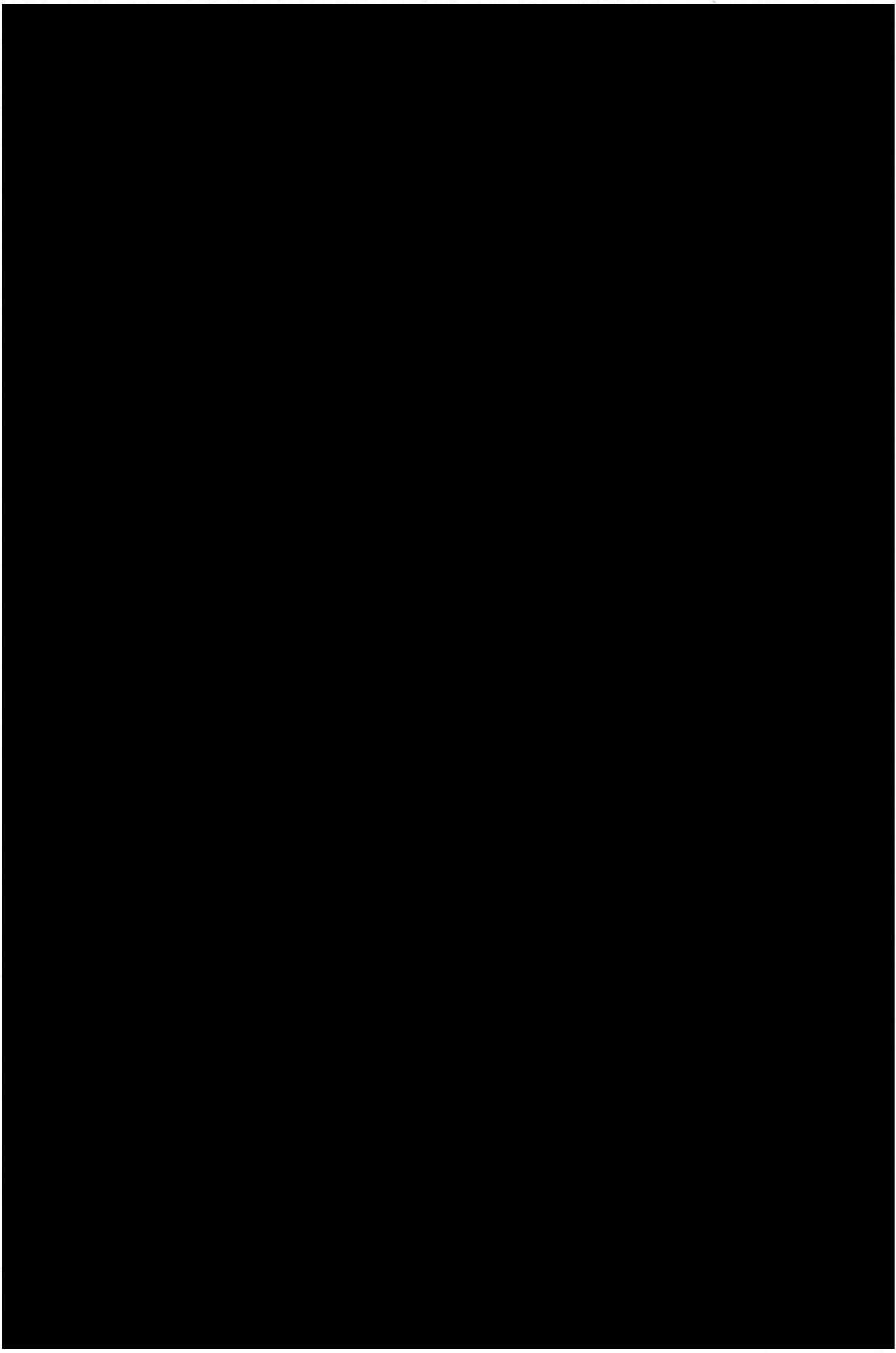


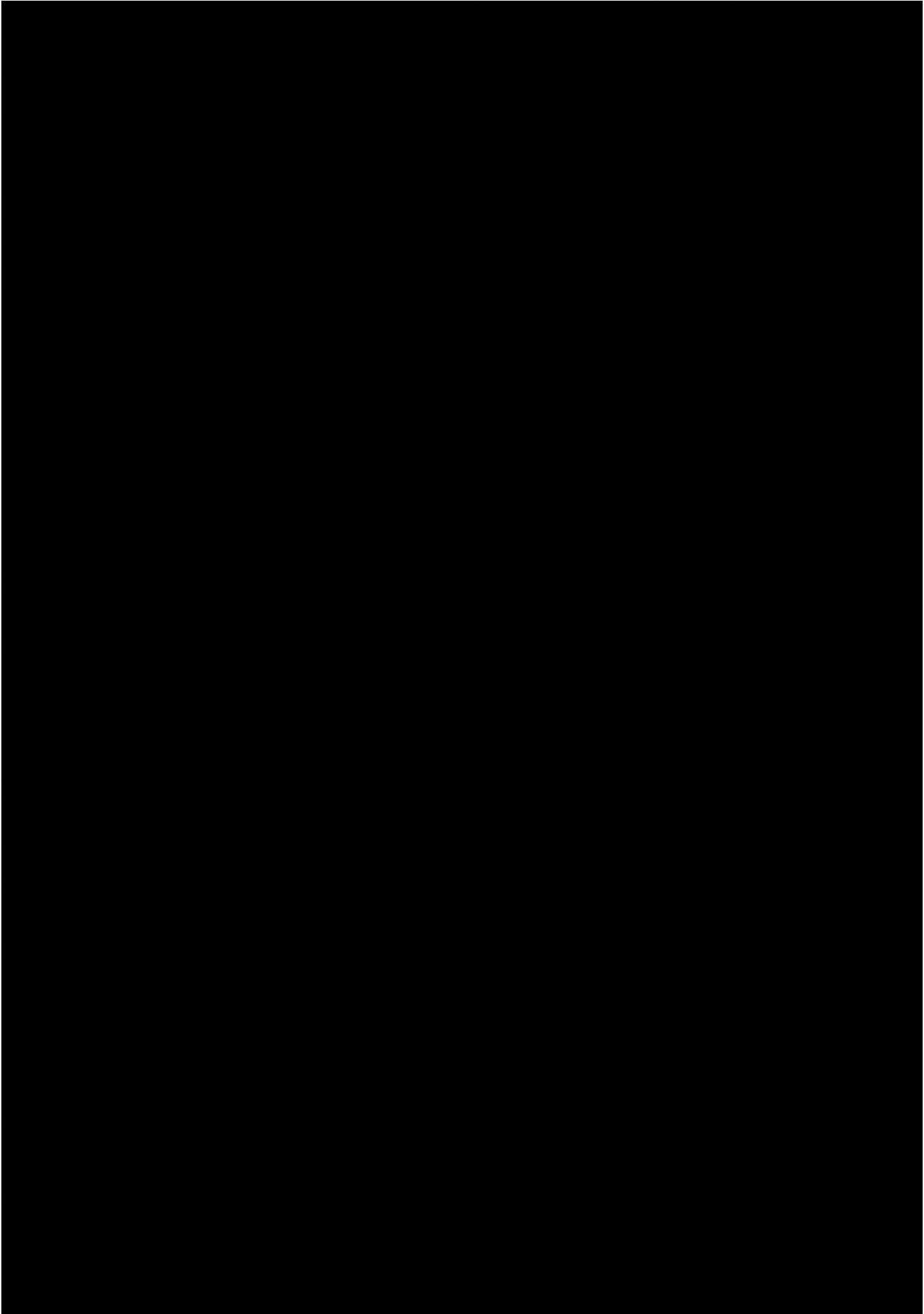


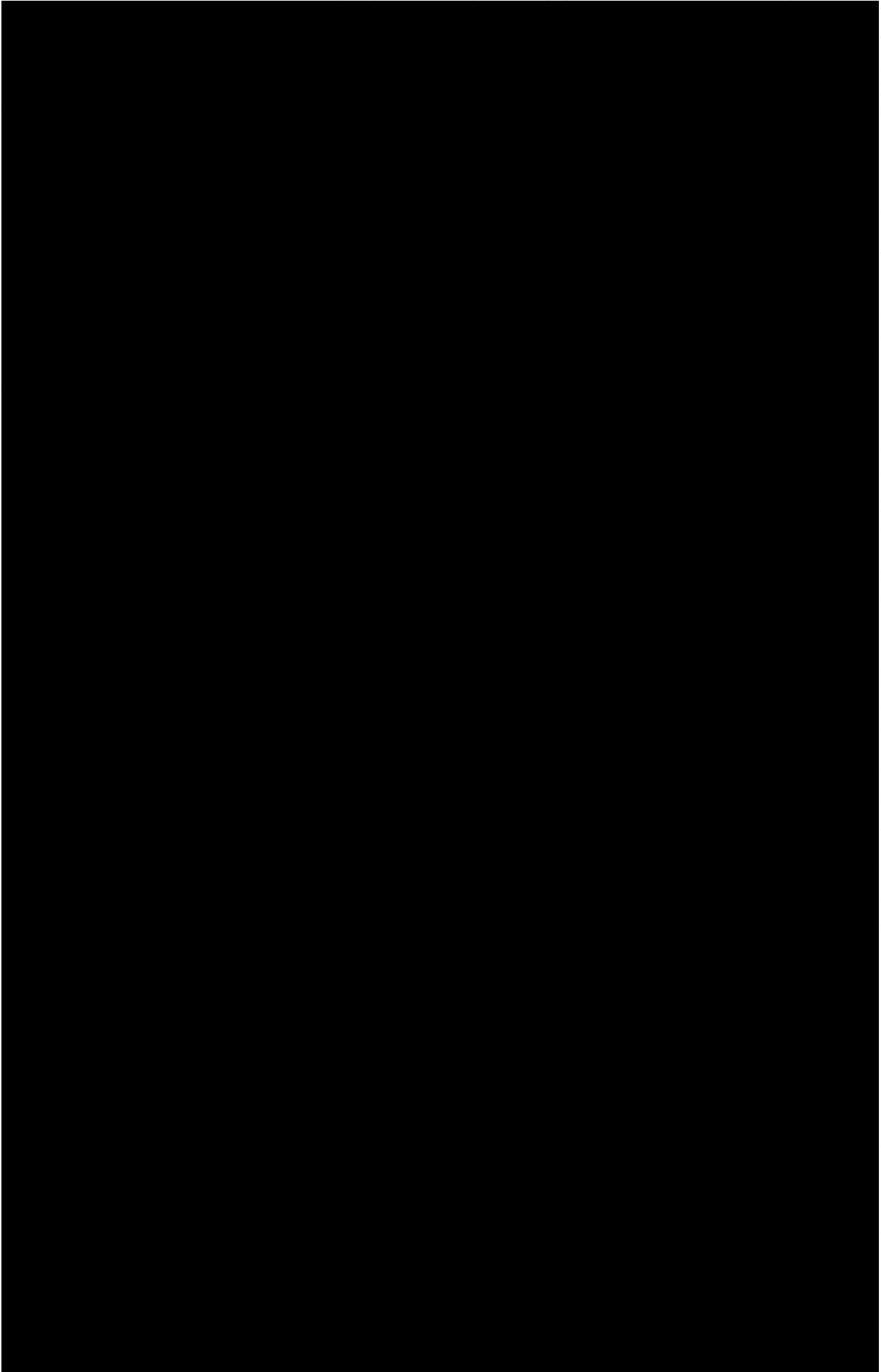
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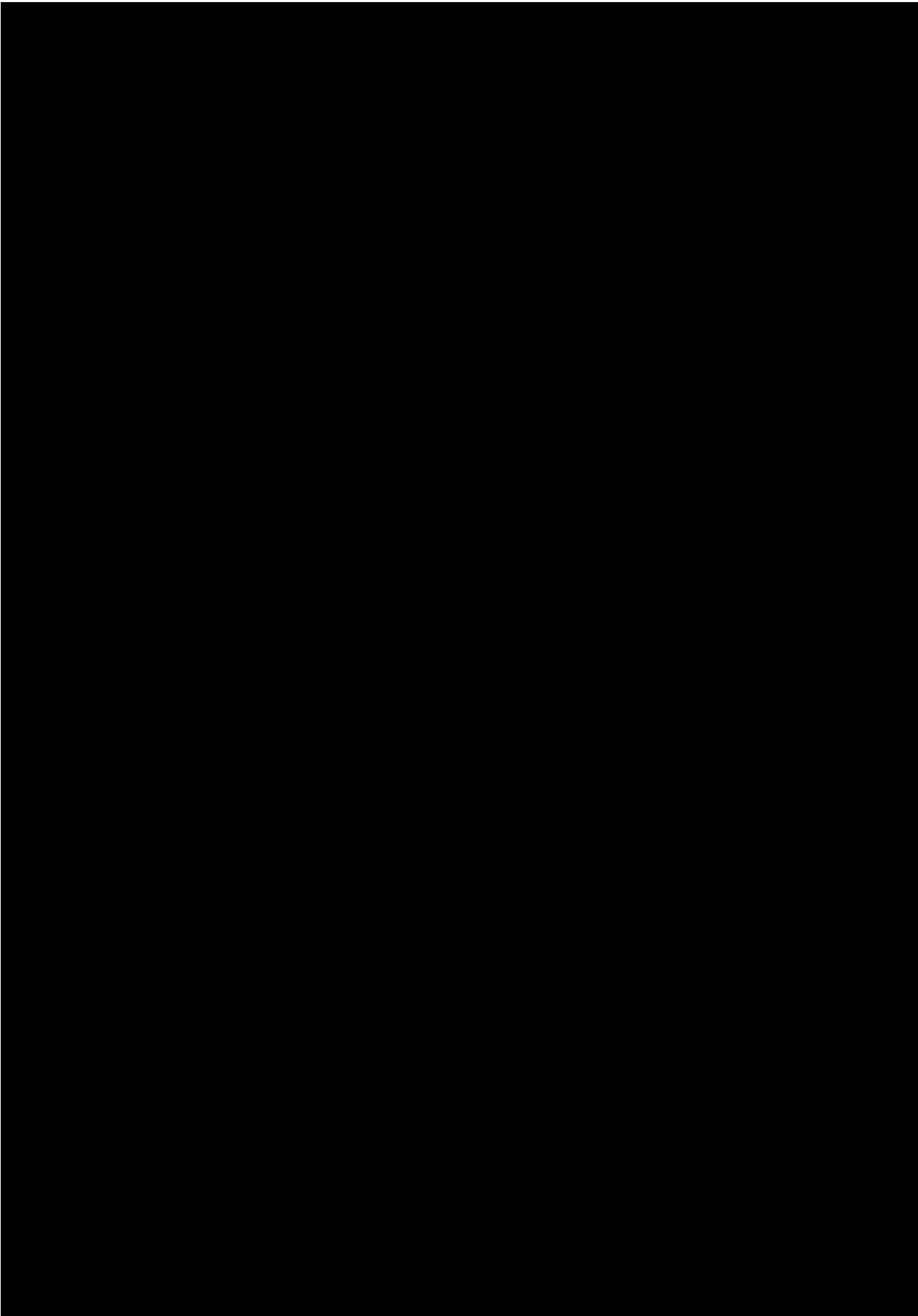
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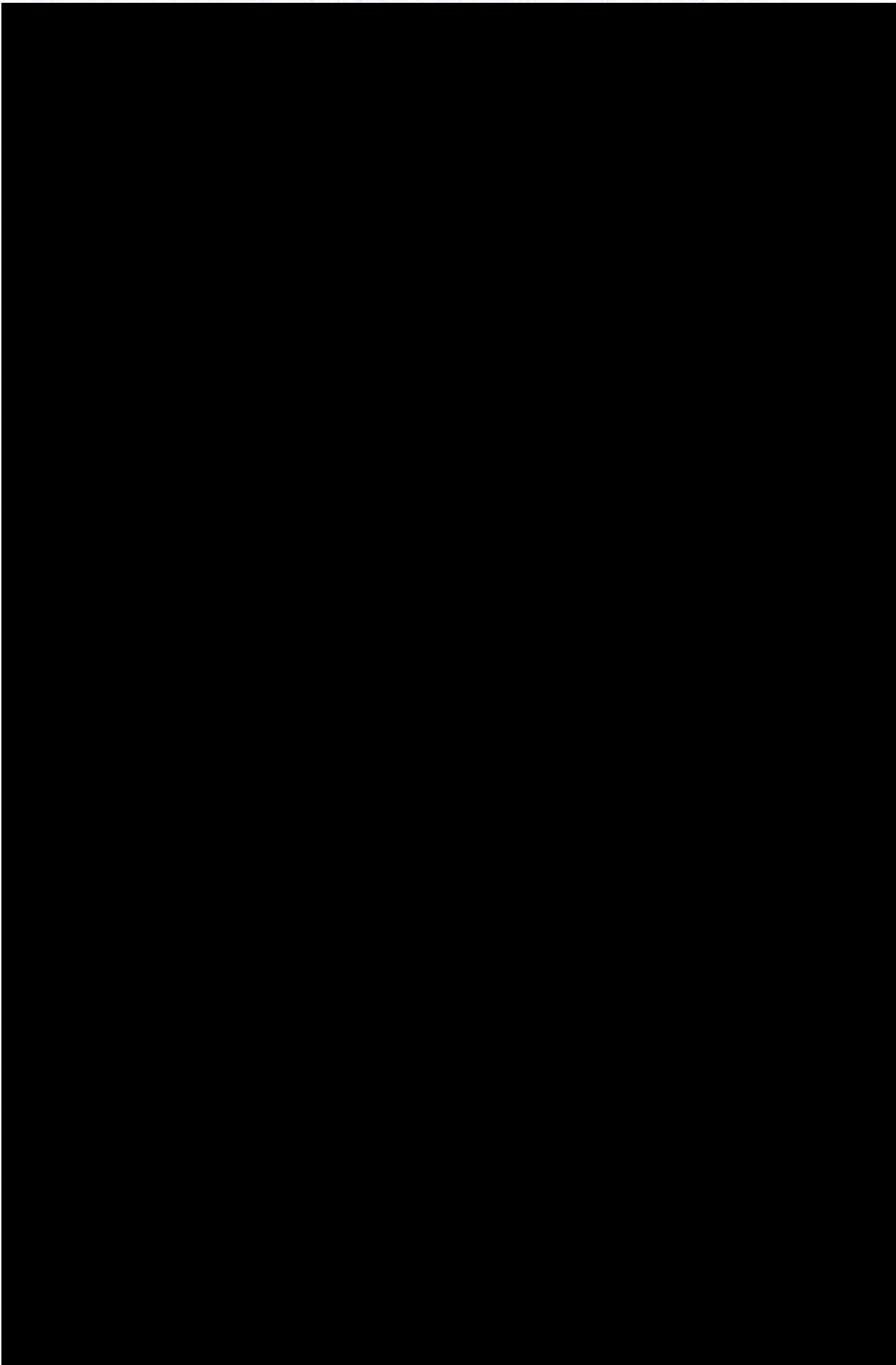


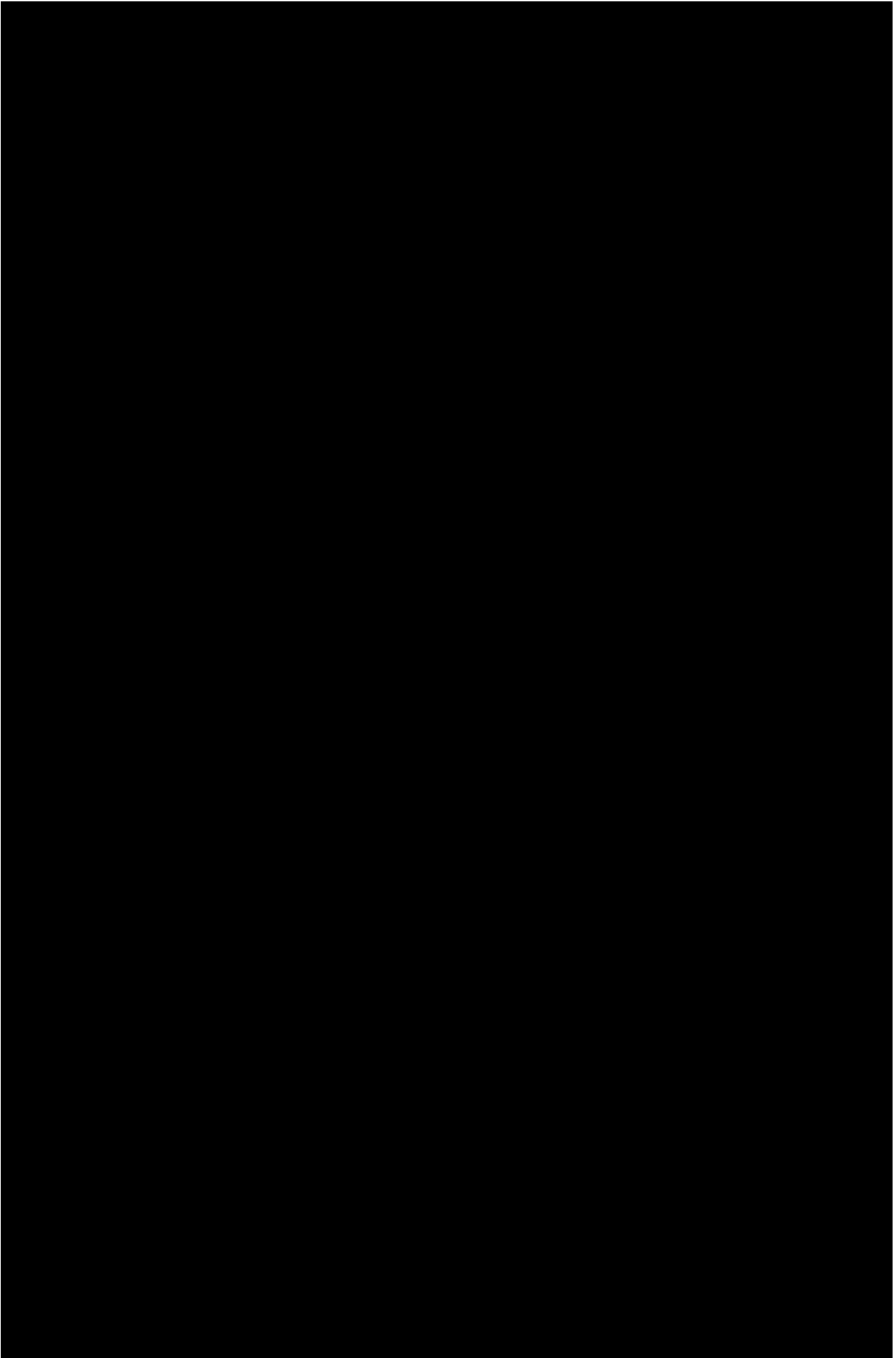
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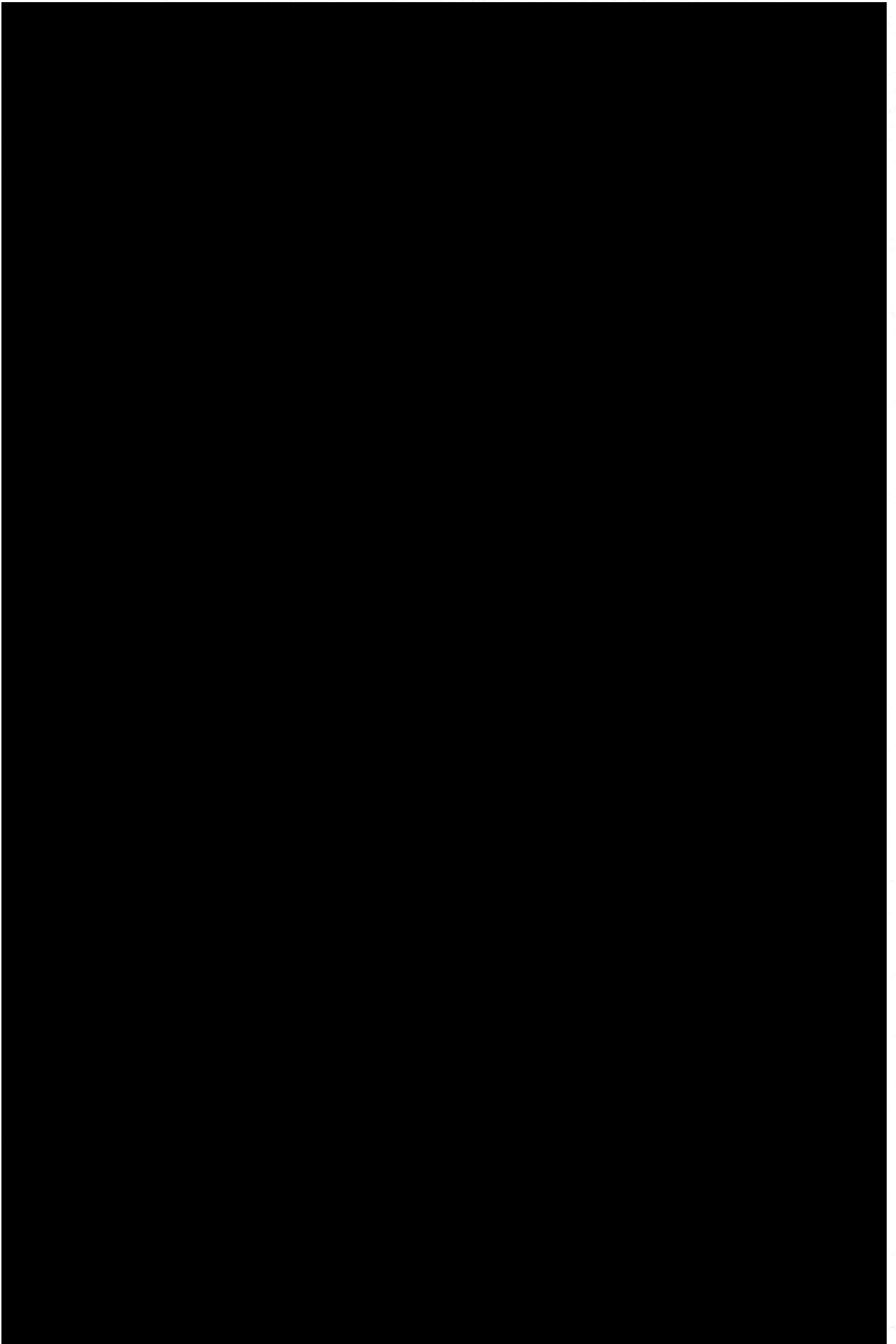
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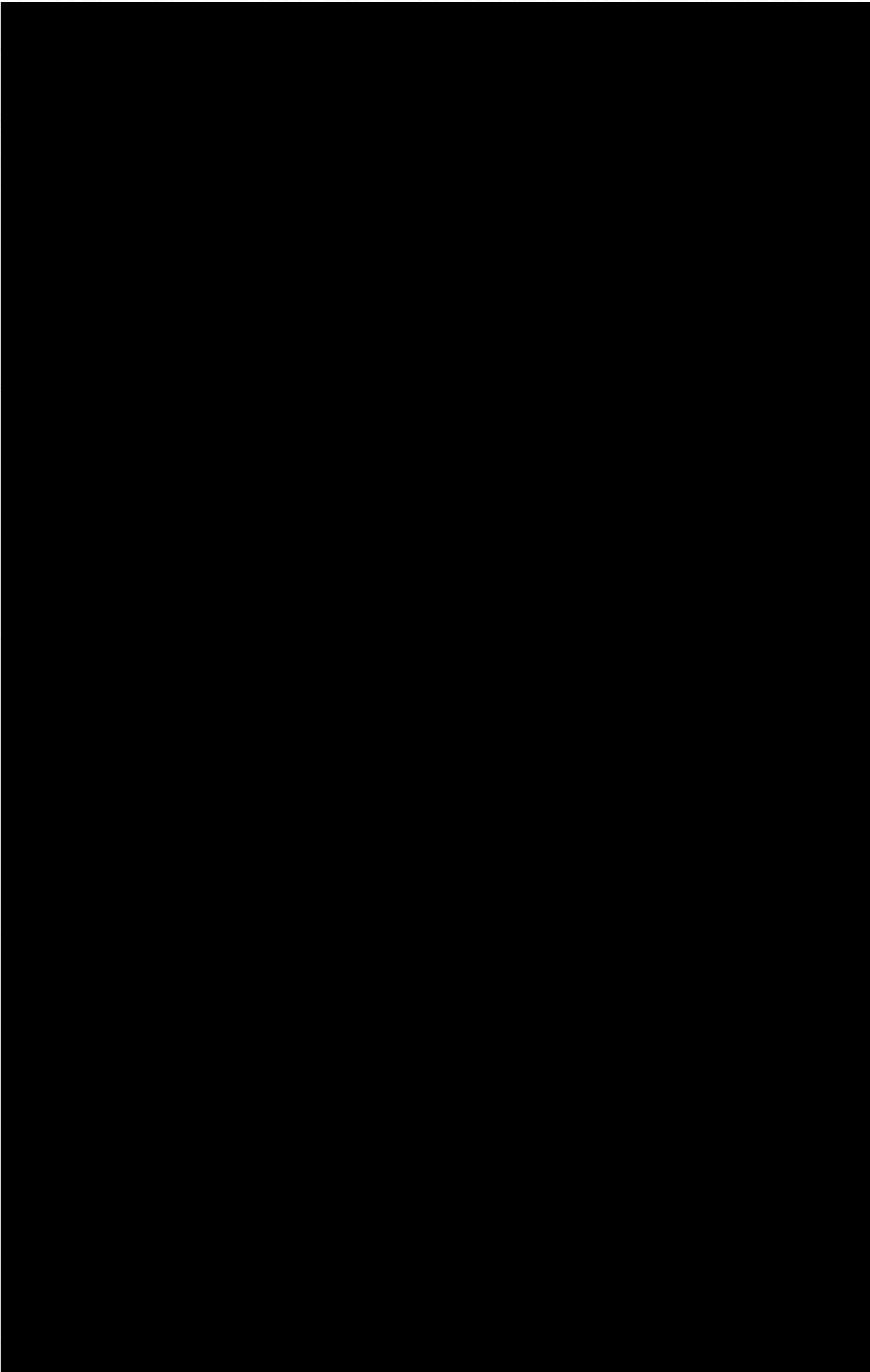
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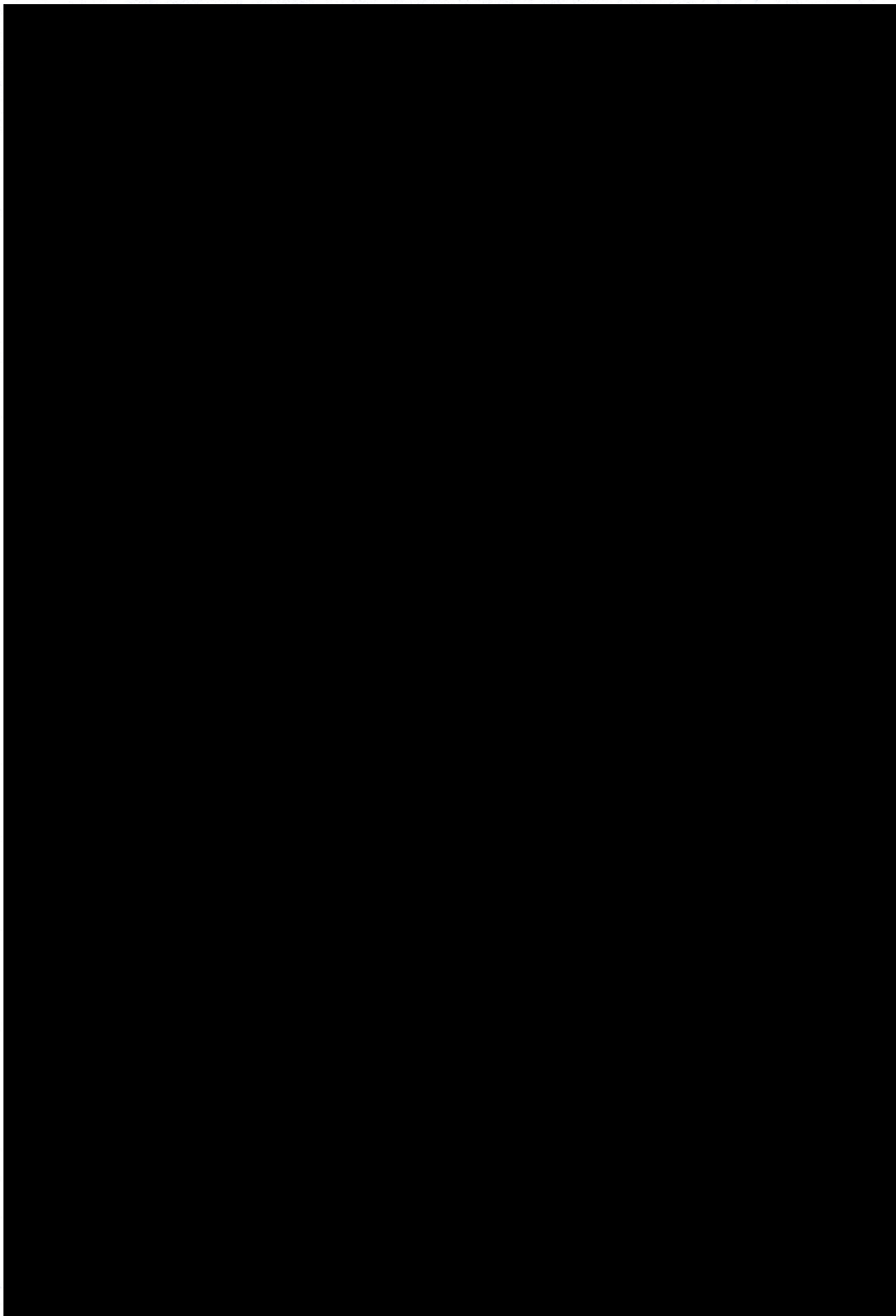
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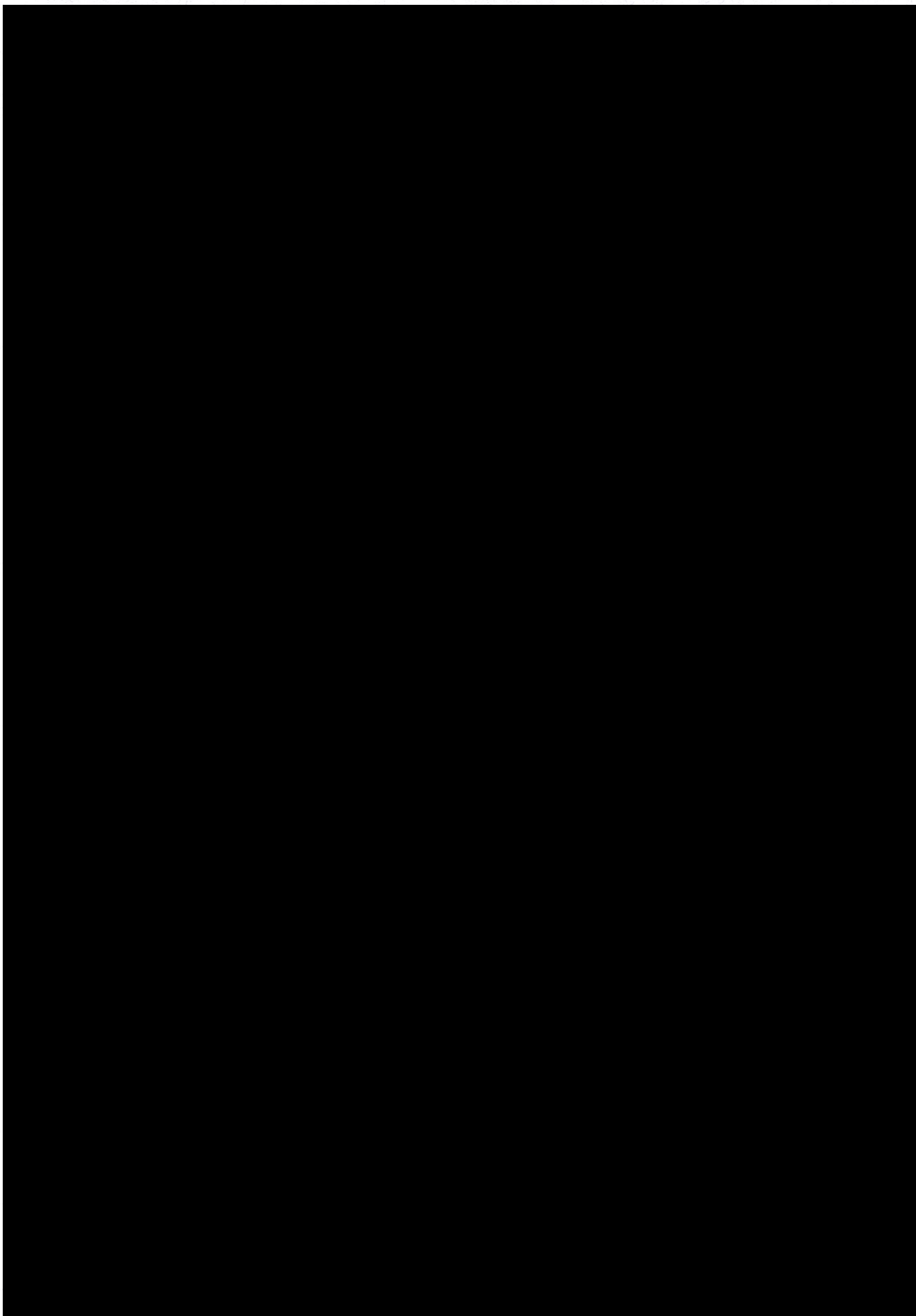


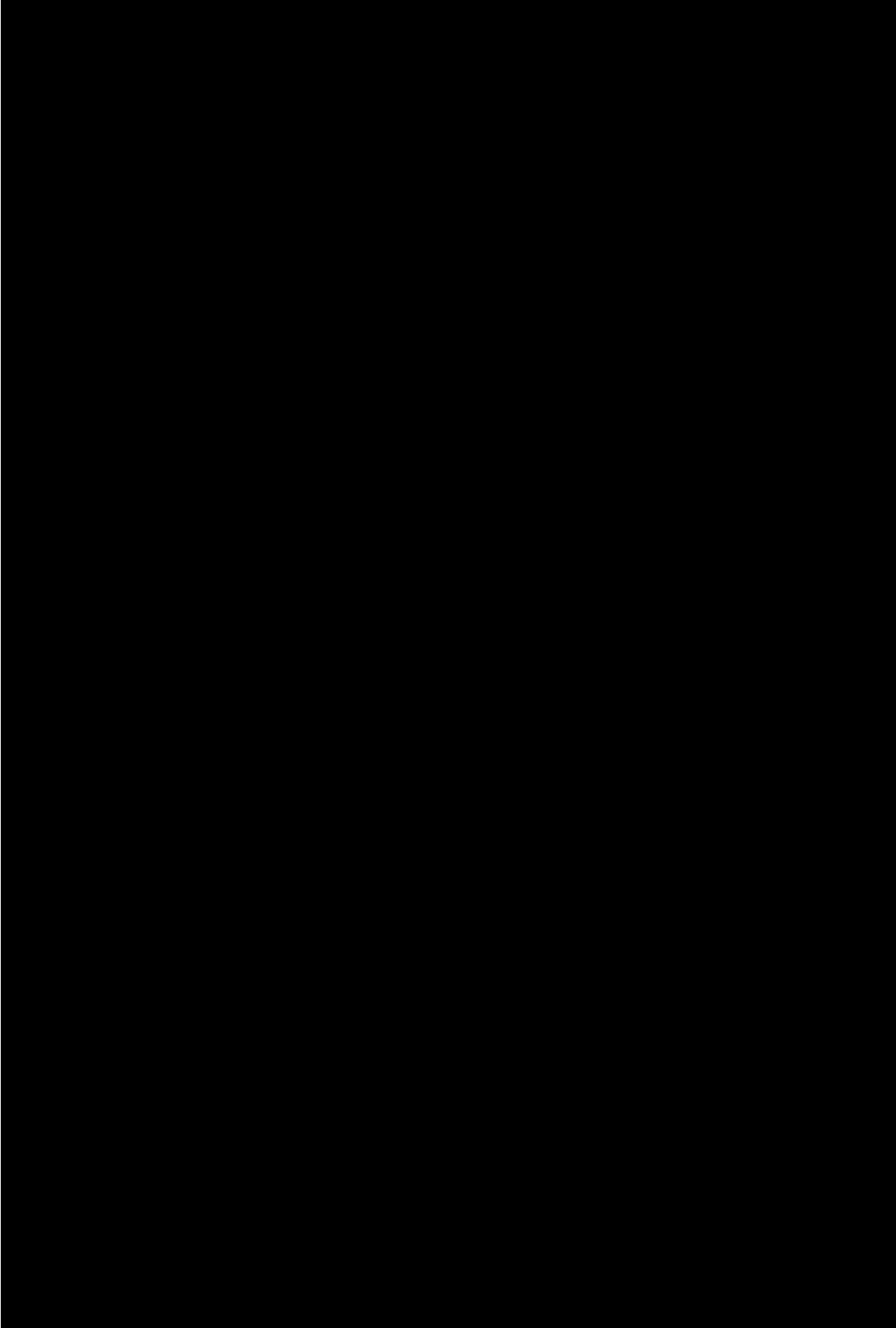






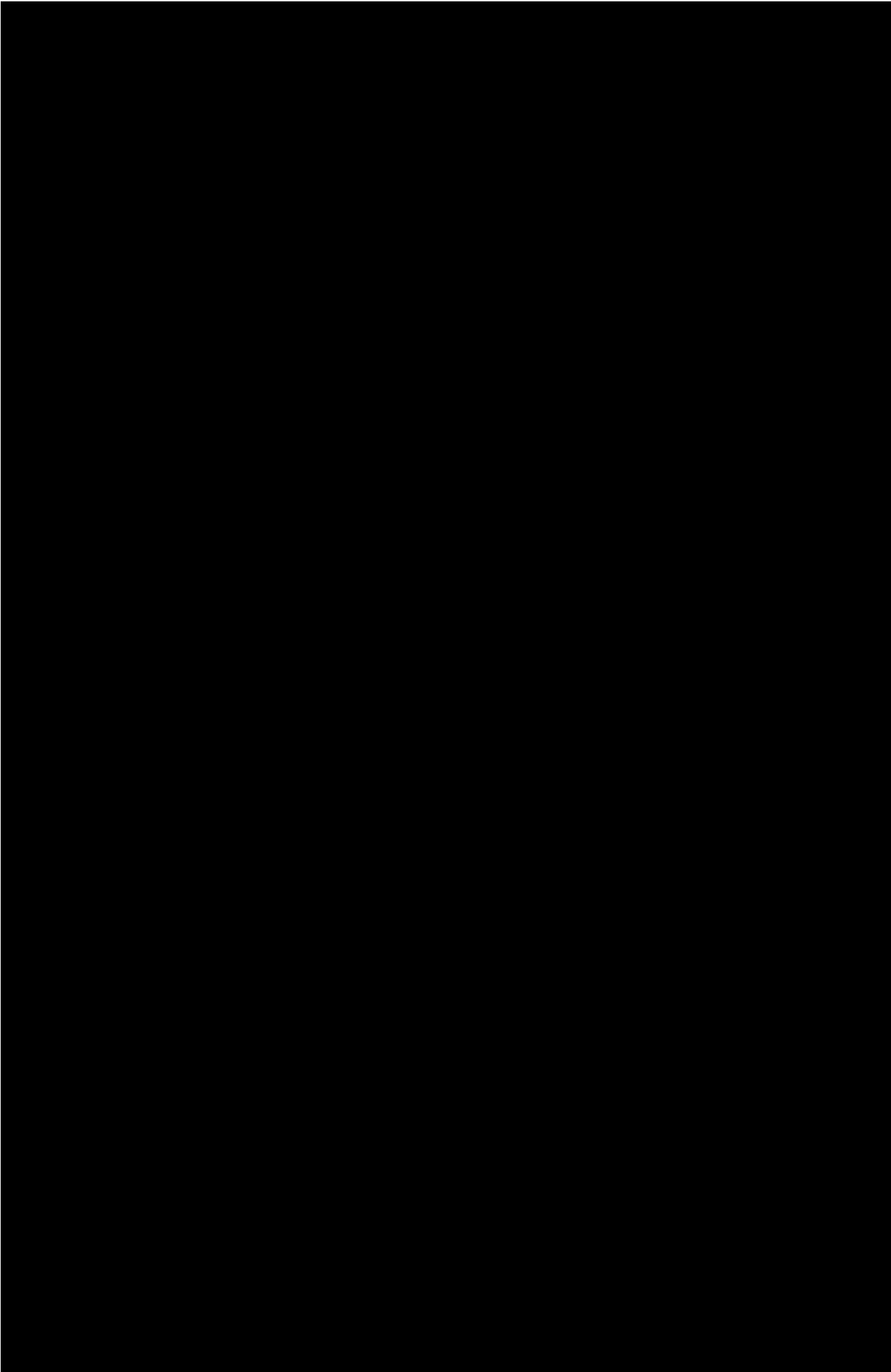


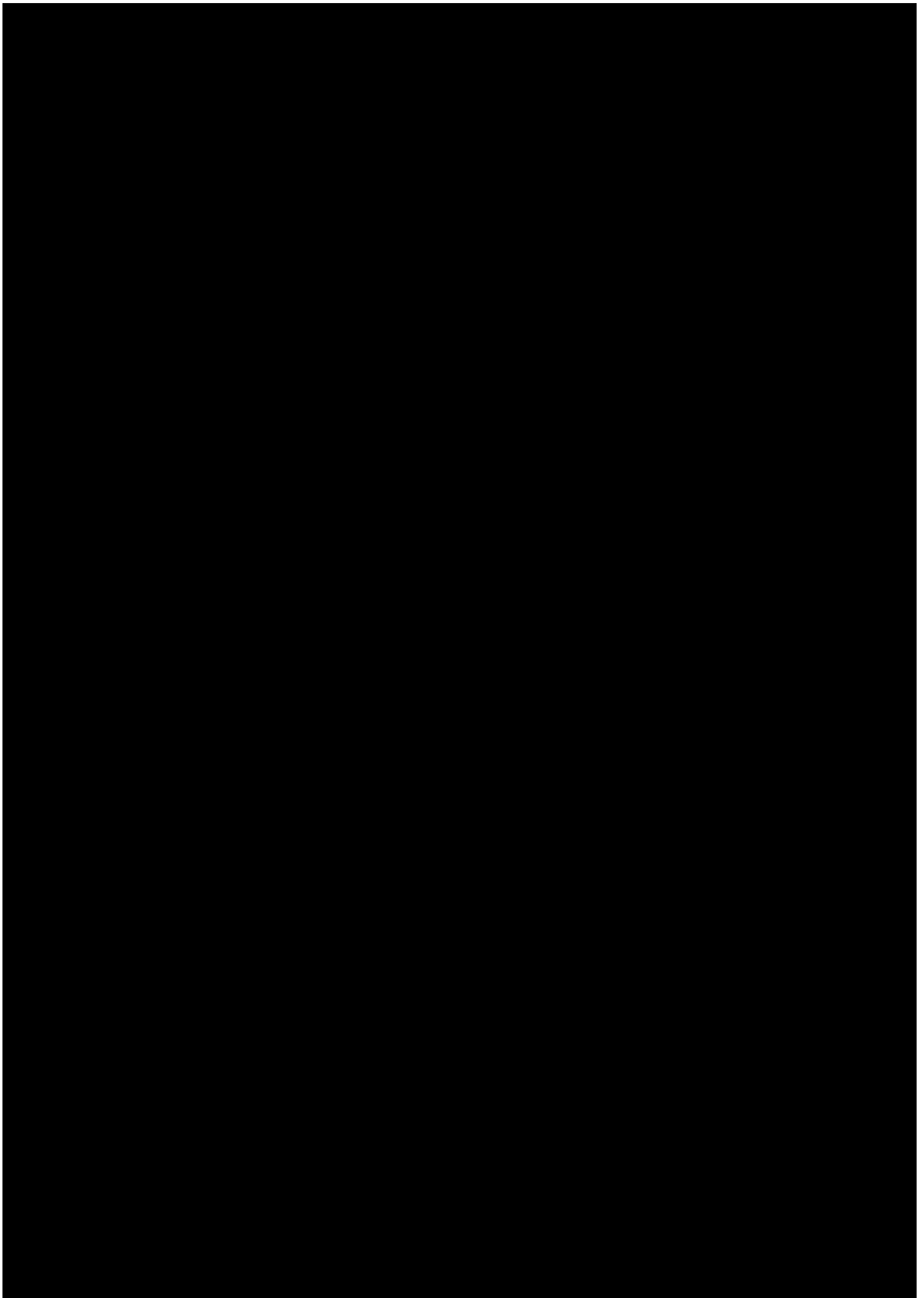




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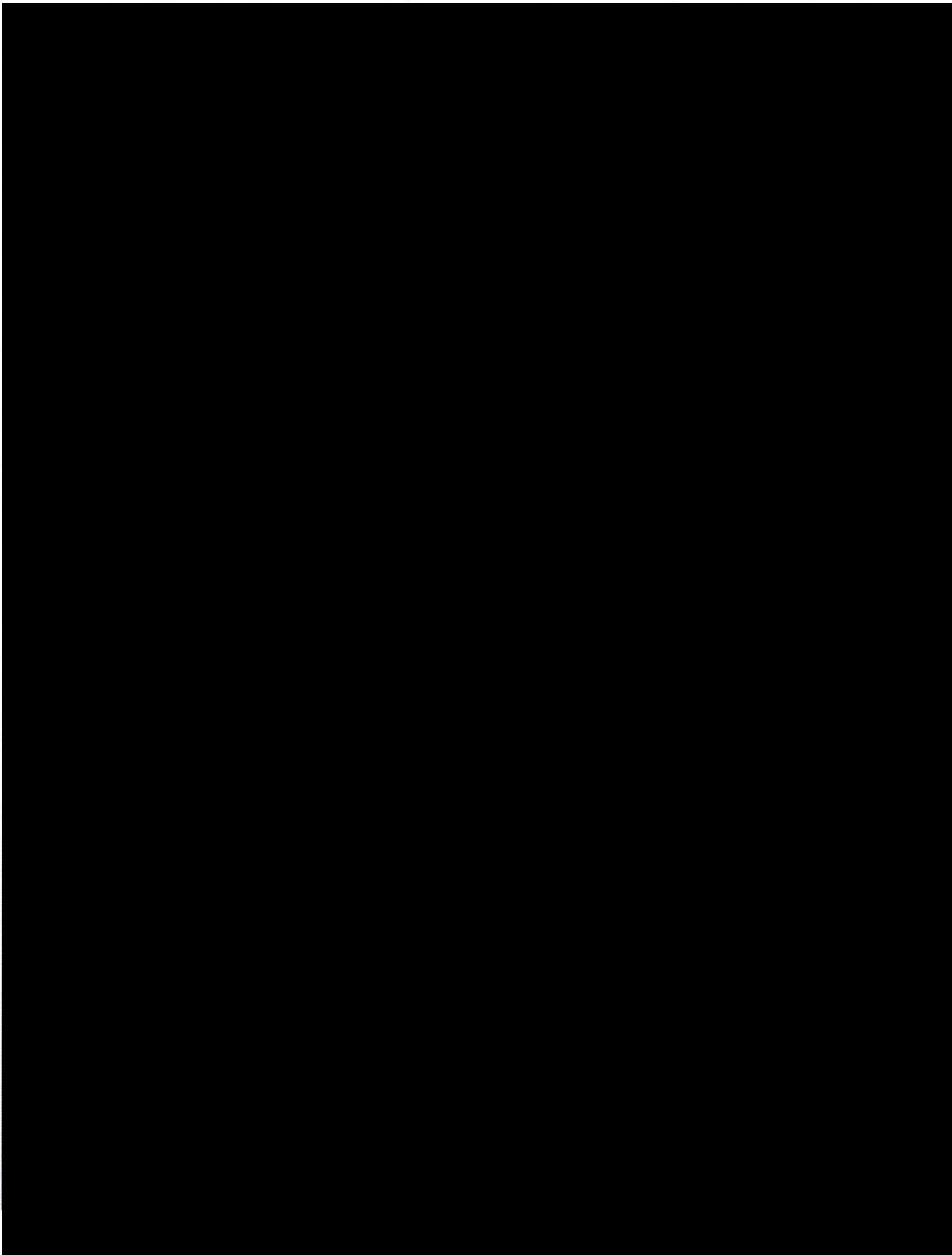
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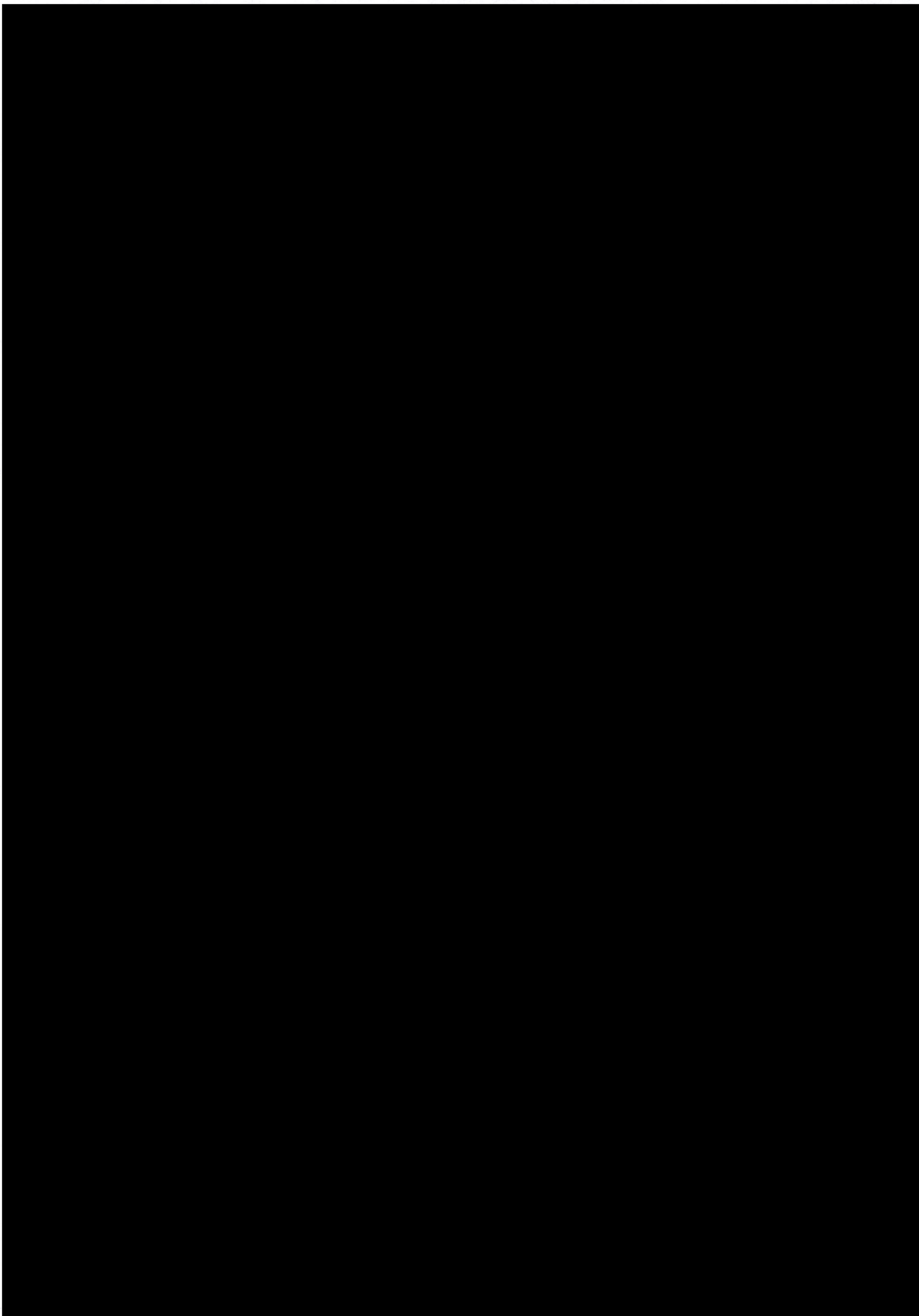
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ANNEXURE D

Site Access Schedule

1. OVERVIEW AND SCOPE

1.1 General

- (a) This Annexure D identifies:
- (i) the Principal Construction Site;
 - (ii) the Early Site Access Date, Site Access Date, Site Access Expiry Date and Construction Licence Sunset Date for each part of the Principal Construction Site to the extent relevant;
 - (iii) the restrictions on access, possession and use that will apply to Macquarie's access to or use of each part of the Principal Construction Site; and
 - (iv) the restrictions on the type of Project Works or Temporary Works that may be constructed on each part of the Principal Construction Site.
- (b) This Annexure D is subject to the requirements of:
- (i) this deed; and
 - (ii) any other document or condition referred to in this Annexure D or in the "Restrictions upon access, possession and use" column of this Annexure D,
- and, in particular, must be read in conjunction with clauses 5.1, 10, 11, 12, 13, 17 of this deed.

1.2 References

In this Annexure D, a reference to:

- (a) **Martin Place USP Site Access Plan** is a reference to the drawings described in Table 1 of section 1.3 of this Annexure D;
- (b) **Martin Place Construction Lease** has the meaning given to the term "Construction Lease" in clause 17.2(k);
- (c) an **Area** is a reference to an area of land depicted in the Martin Place USP Site Access Plan with the relevant individual Area reference (e.g. Area "A4"); and
- (d) **Lot [No.] DP [No.]** are references to land contained in the lots and deposited plans (DPs) registered with LRS as at the Commencement Date under the *Real Property Act 1900* (NSW).

1.3 Drawings

This Annexure D contains the drawings identified in Table 1 of this section 1.3, which are included in Schedule F1 as electronic files.

Table 1 Drawings

Drawing number	Revision	Drawing title (number of sheets)	Electronic file reference
NWRLSRT-RPS-SMP-SR-DWG-000045-A.3-Martin Place USP Site Access Plan	A.3	Sydney Metro City and Southwest Martin Place Metro Station Project Figure 2.1 Principal Construction Site Drawing (Sheets 1 to 2)	NWRLSRT-RPS-SMP-SR-DWG-000045-A.3-Martin Place USP Site Access Plan

1.4 Explanation of section 2 to section 6

- (a) The tables in sections 2 to 6 of this Annexure D comprise 7 columns as follows:
- (i) "Area of Principal Construction Site" specifies the specific parcel of land within the Principal Construction Site;
 - (ii) "Early Site Access Date" is the earliest date on which, if the Principal's Representative gives Macquarie a notice under clause 17.2(e), the Construction Licence in respect of the land referred to in the corresponding "Area of Principal Construction Site" column may commence without acceptance by Macquarie pursuant to clause 17.2(g), and must be read in conjunction with the corresponding "Site Access Expiry Date" and "Restrictions upon access, possession and use" columns;
 - (iii) "Site Access Date" is the date on which the Principal will give Macquarie access to the land referred to in the corresponding "Area of Principal Construction Site" column, and must be read in conjunction with the corresponding "Site Access Expiry Date" and "Restrictions upon access, possession and use" columns;
 - (iv) "Site Access Expiry Date" is the date on which the Principal is no longer required to give Macquarie access to the land referred to in the corresponding "Area of Principal Construction Site" column;
 - (v) "Construction Licence Sunset Date" is the date on which, if the Principal has not provided Macquarie with access to the land referred to in the corresponding "Area of Principal Construction Site" column, clause 45.6 applies (if relevant);
 - (vi) "Restrictions upon access, possession and use" either:
 - (A) contains a cross reference to a document; or
 - (B) specifies terms and conditions,
 with which Macquarie must comply in accessing or occupying the land referred to in the corresponding "Area of Principal Construction Site" column; and

- (vii) "Restrictions on type of work" are the restrictions on the type of work that may be carried out by Macquarie on the land referred to in the corresponding "Area of Principal Construction Site" column.

1.5 General terms and restrictions upon access

The "Restrictions upon access, possession and use" columns of sections 2 to 6 do not limit Macquarie's obligations to comply with this deed (including the SWTC) or the Project Plans.

1.6 Boundaries

- (a) Subject to section 1.6(b), each Area in the Martin Place USP Site Access Plan contains the land enclosed by the plan area represented for that Area in the Martin Place USP Site Access Plan.
- (b) Areas in the Martin Place USP Site Access Plan are unrestricted in height and depth above and below the plan area represented in the Martin Place USP Site Access Plan, unless a limit is specified in the Martin Place USP Site Access Plan or this Annexure D.
- (c) Where boundaries of the Principal Construction Site are identified as curved in the Martin Place USP Site Access Plan, the boundary is defined by the schedule of curved boundaries.

2. PRINCIPAL LAND FORMING AREA 1 OF THE PRINCIPAL CONSTRUCTION SITE

No	Area of Principal Construction Site	Early Site Access Date	Site Access Date	Site Access Expiry Date	Construction Licence Sunset Date	Restrictions upon access, possession and use	Restrictions on type of work
1.	The part of Lot 1 DP526161 that is above RL 16.05.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Local intrusions and minor benching works beneath RL 16.05 for the purpose of retention works and ground anchoring are permissible.	N/A

3. PRINCIPAL LAND FORMING AREA 2 OF THE PRINCIPAL CONSTRUCTION SITE

No	Area of Principal Construction Site	Early Site Access Date	Site Access Date	Site Access Expiry Date	Construction Licence Sunset Date	Restrictions upon access, possession and use	Restrictions on type of work
1.	The part of Lot 2 DP929277 that is between RL 16.05 and RL 32.19.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Local intrusions and minor benching works beneath RL 16.05 for the purpose of retention works and ground anchoring are permissible.	N/A

No	Area of Principal Construction Site	Early Site Access Date	Site Access Date	Site Access Expiry Date	Construction Licence Sunset Date	Restrictions upon access, possession and use	Restrictions on type of work
2.	The part of Lot 1 DP929277 that is between RL 16.05 and RL 32.19.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Local intrusions and minor benching works beneath RL 16.05 for the purpose of retention works and ground anchoring are permissible.	N/A
3.	The part of Lot 1 DP173027 that is between RL 16.05 and RL 32.19.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Local intrusions and benching works beneath RL 16.05 for the purpose of retention works and ground anchoring are permissible.	N/A
4.	The part of SP13171 that is between RL 16.05 and RL 32.19.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Local intrusions and minor benching works beneath RL 16.05 for the purpose of retention works and ground anchoring are permissible.	N/A

No	Area of Principal Construction Site	Early Site Access Date	Site Access Date	Site Access Expiry Date	Construction Licence Sunset Date	Restrictions upon access, possession and use	Restrictions on type of work
5.	The part of Lot 2 DP548142 that is between RL 16.05 and RL 32.19.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Local intrusions and minor benching works beneath RL 16.05 for the purpose of retention works and ground anchoring are permissible.	N/A
6.	The part of Lot 1 DP222356 that is between RL 16.05 and RL 32.19.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Local intrusions and minor benching works beneath RL 16.05 for the purpose of retention works and ground anchoring are permissible.	N/A

4. PRINCIPAL LAND FORMING AREA 3 OF THE PRINCIPAL CONSTRUCTION SITE

No	Area of Principal Construction Site	Early Site Access Date	Site Access Date	Site Access Expiry Date	Construction Licence Sunset Date	Restrictions upon access, possession and use	Restrictions on type of work
1.	The part of Lot 1 DP526161 that is below RL 16.05 and the part of Lot 131 in DP 1232469 located within Lot 1 DP526161.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	N/A	N/A

No	Area of Principal Construction Site	Early Site Access Date	Site Access Date	Site Access Expiry Date	Construction Licence Sunset Date	Restrictions upon access, possession and use	Restrictions on type of work
2.	The part of Lot 2 DP929277 that is below RL 16.05.					N/A	N/A
3.	The part of Lot 1 DP929277 that is below RL 16.05.					N/A	N/A
4.	The part of Lot 1 DP173027 that is below RL 16.05.					N/A	N/A
5.	The part of SP13171 that is below RL 16.05.					N/A	N/A
6.	The part of Lot 2 DP548142 that is below RL 16.05.					N/A	N/A
7.	The part of Lot 1 DP222356 that is below RL 16.05.					N/A	N/A

5. PRINCIPAL LAND FORMING AREA 4 OF THE PRINCIPAL CONSTRUCTION SITE

No	Area of Principal Construction Site	Early Site Access Date	Site Access Date	Site Access Expiry Date	Construction Licence Sunset Date	Restrictions upon access, possession and use	Restrictions on type of work
1.	The part of Lot 2 DP1103195 that is below RL 32.10.					N/A	N/A

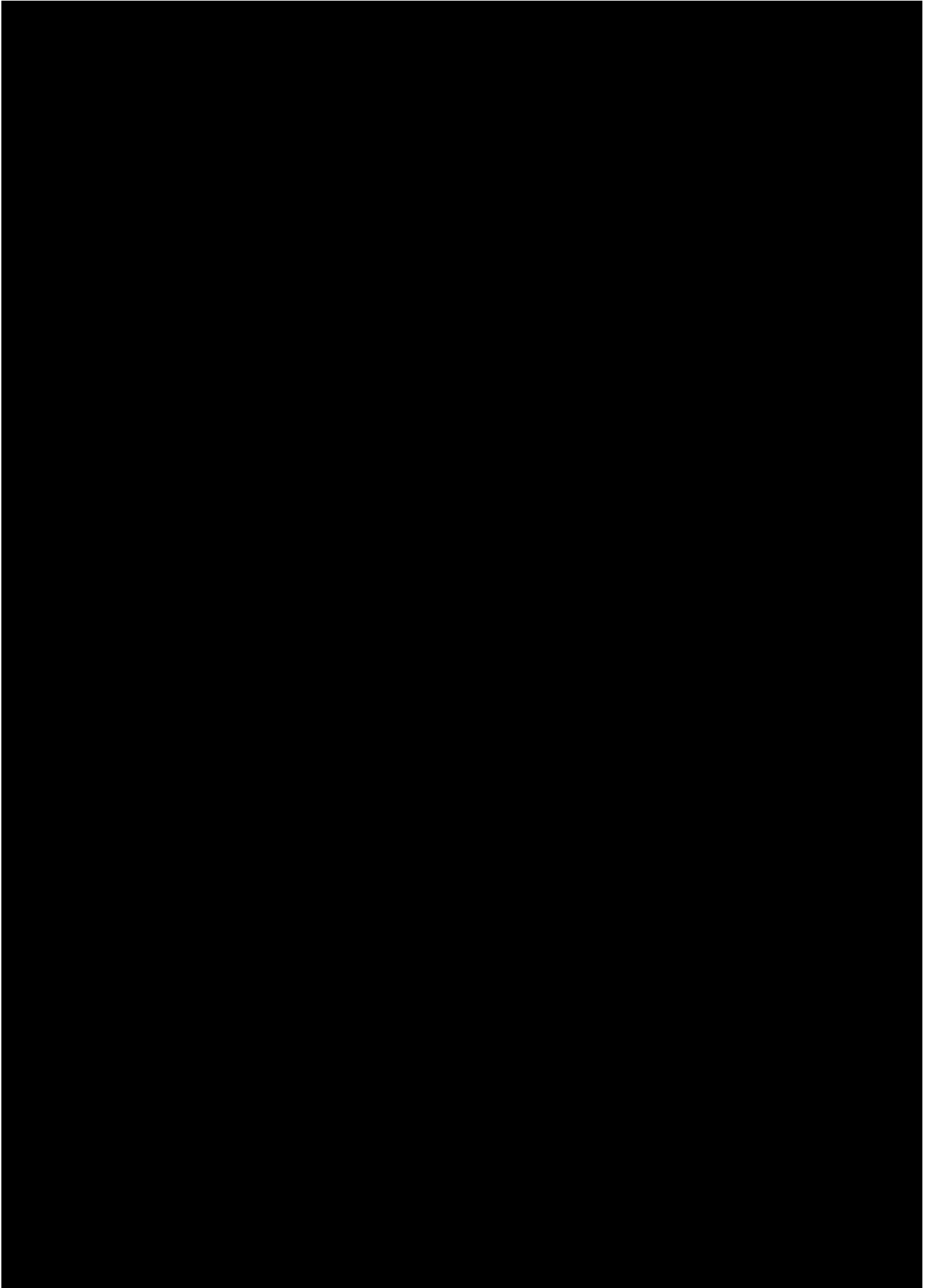
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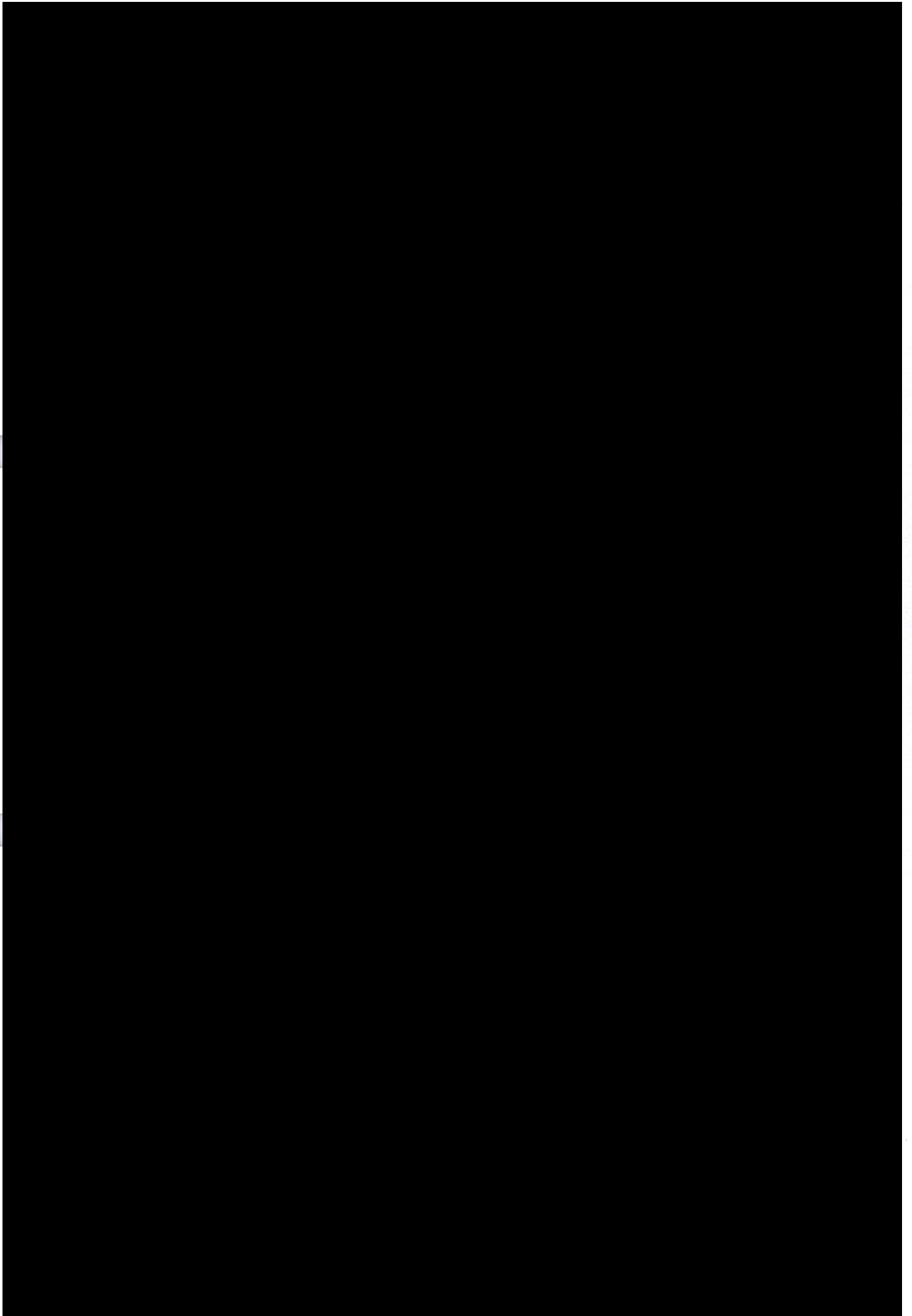
No	Area of Principal Construction Site	Early Site Access Date	Site Access Date	Site Access Expiry Date	Construction Licence Sunset Date	Restrictions upon access, possession and use	Restrictions on type of work
2.	The part of Lot 1 DP1103195 that is below RL 32.10.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	N/A	N/A
3.	The part of R88056 above Lot 1 DP260232.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Access is subject to the "Permitted Use" (as that term is defined in the Martin Place Construction Lease) and handover obligations of the Martin Place Construction Lease.	The only works that may be constructed in this area are Local Area Works and Service Works
4.	Lot 1 DP260232	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	N/A	
5.	Lot 5 DP984182	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Access is subject to the "Permitted Use" (as that term is defined in the Martin Place Construction Lease) and handover obligations of the Martin Place Construction Lease.	The only works that may be constructed in this area are Local Area Works and Service Works

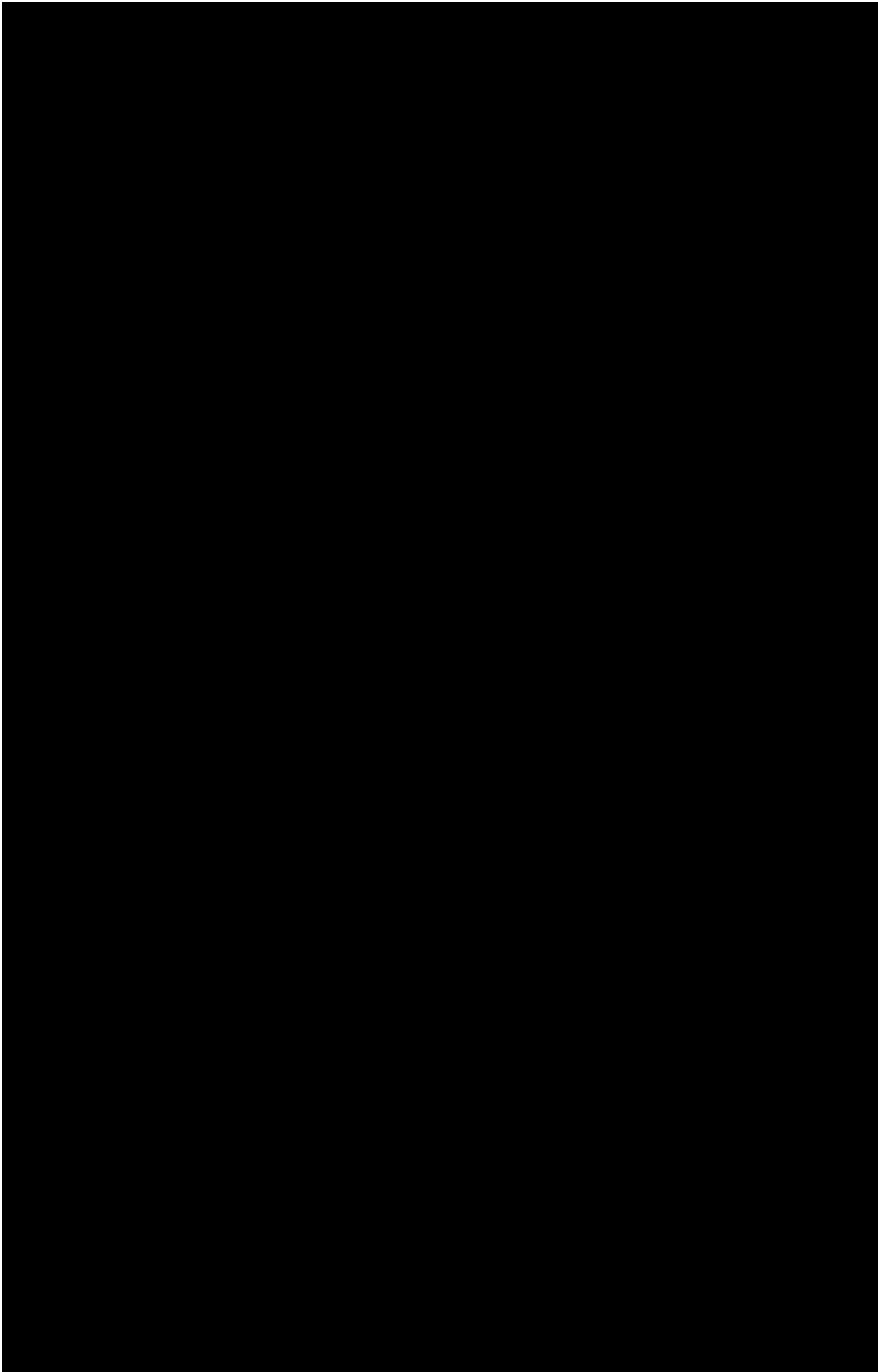
6. PRINCIPAL LAND FORMING AREA 5 OF THE PRINCIPAL CONSTRUCTION SITE

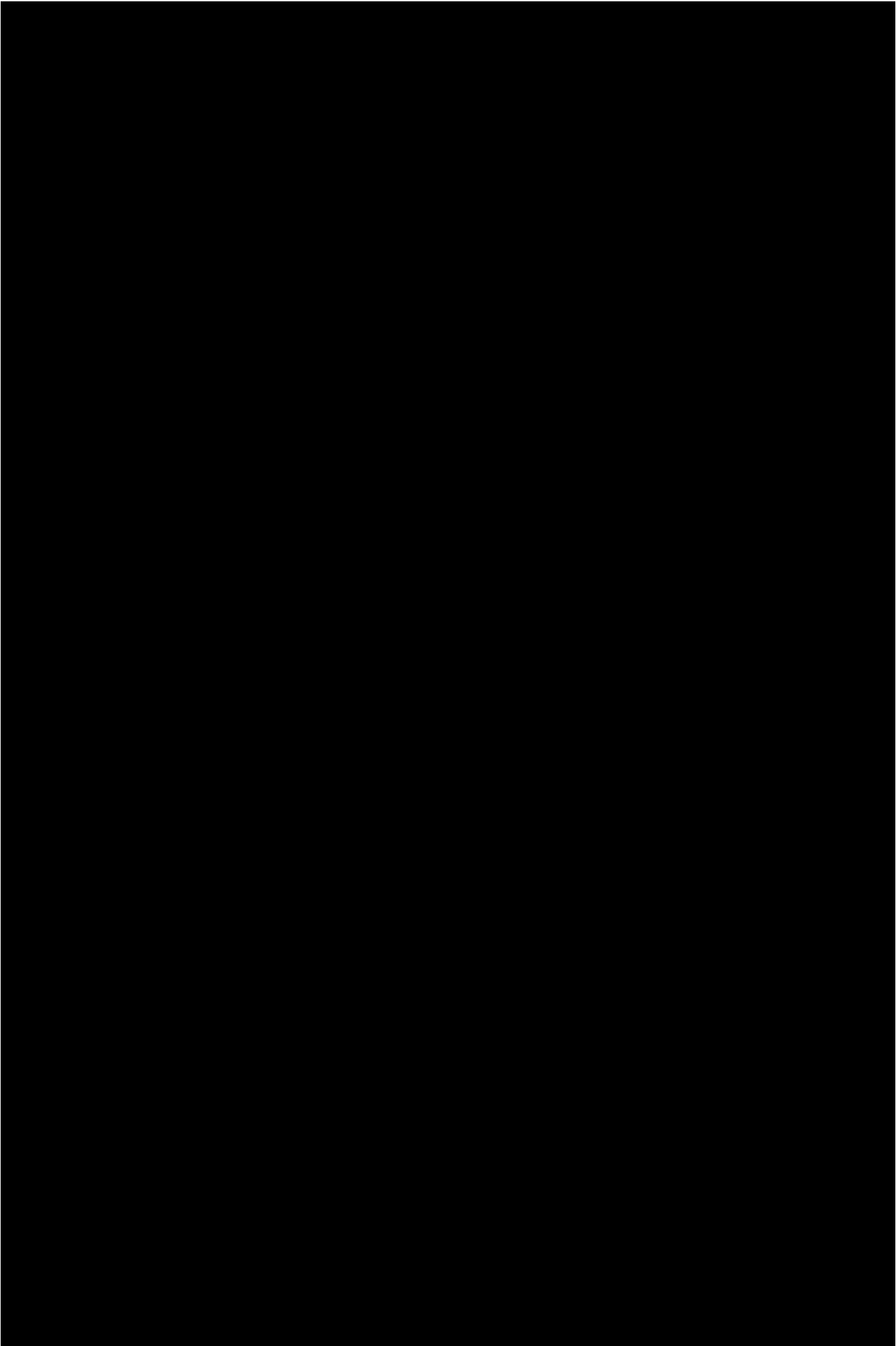
No	Area of Principal Construction Site	Early Site Access Date	Site Access Date	Site Access Expiry Date	Construction Licence Sunset Date	Restrictions upon access, possession and use	Restrictions on type of work
1.	The area excavated by the TSE Contractor under the TSE Contract that is shown indicatively as Area 5 in the Martin Place USP Site Access Plan to the extent located within Lot 131 DP1232469 and Lot 132 in DP 1232469					N/A	N/A

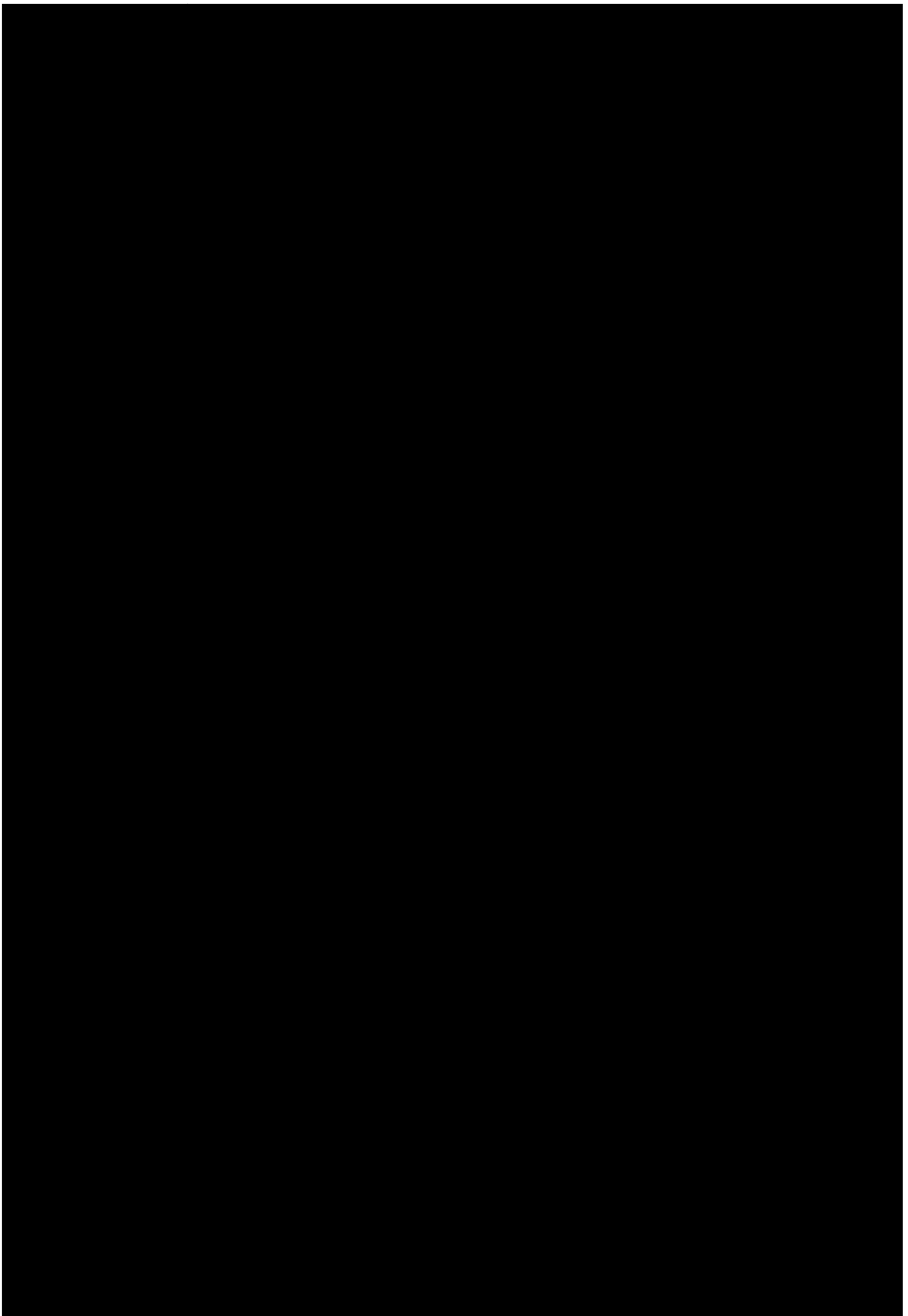
ANNEXURE E
Third Party Agreements



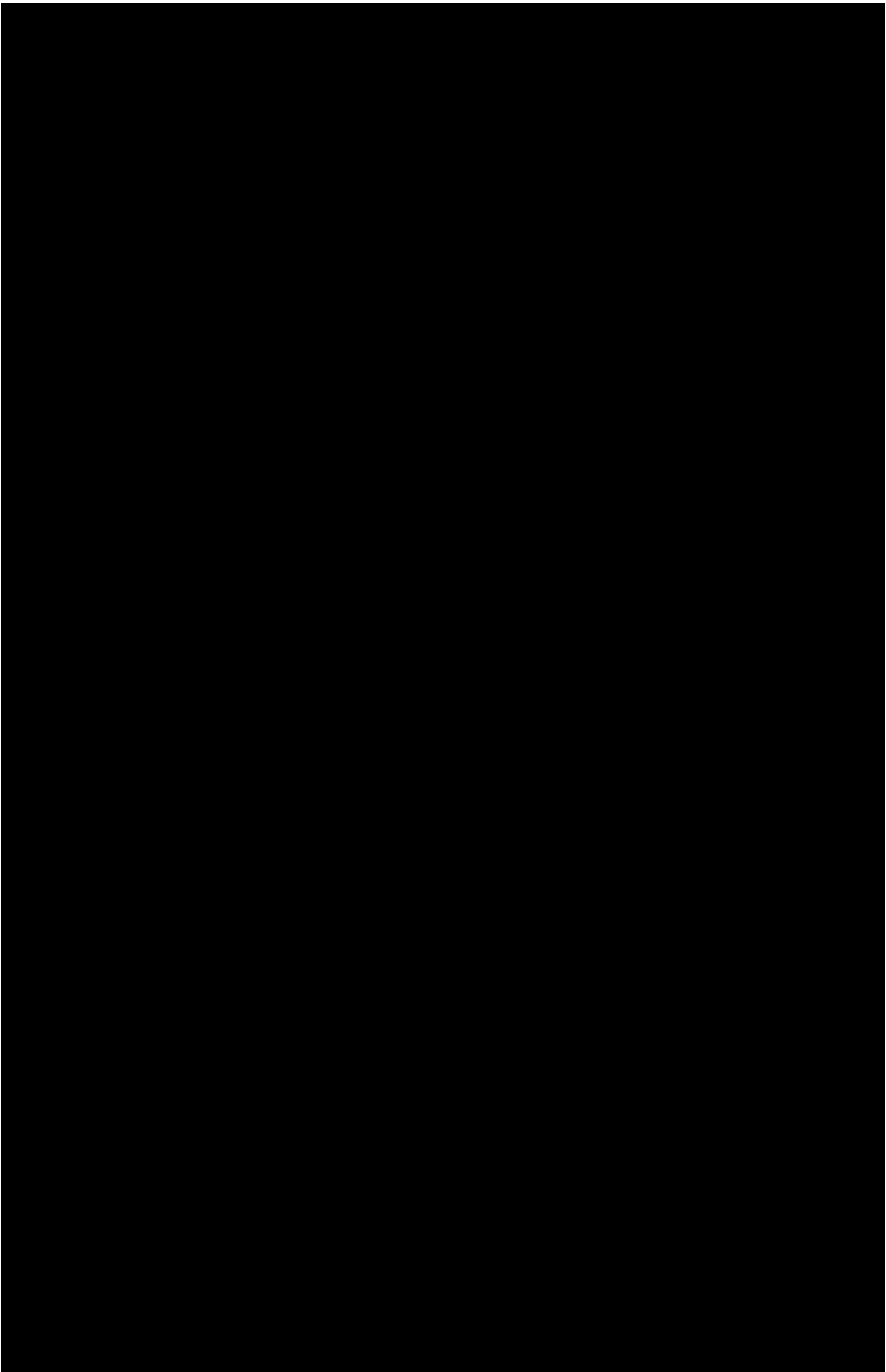


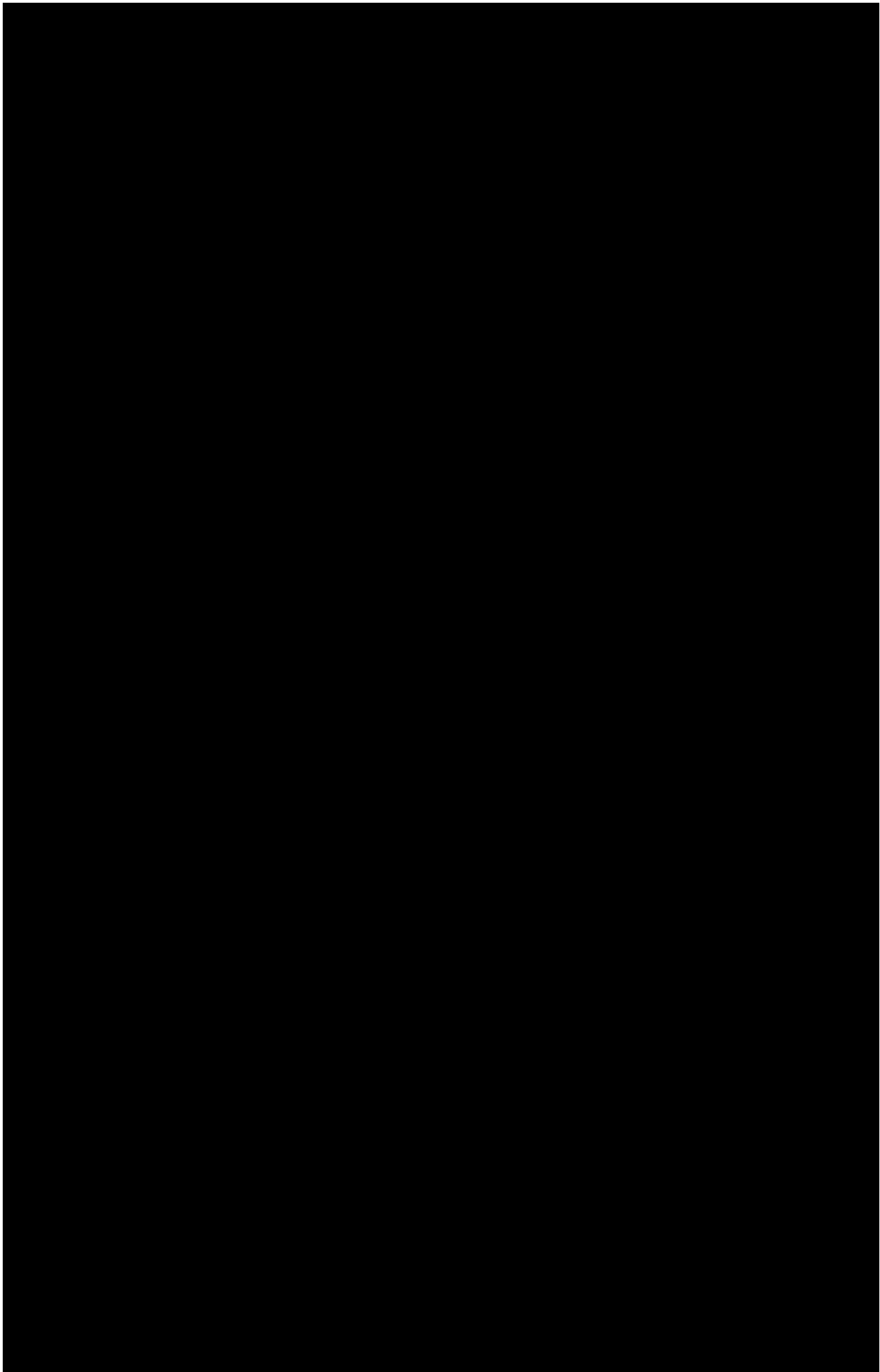




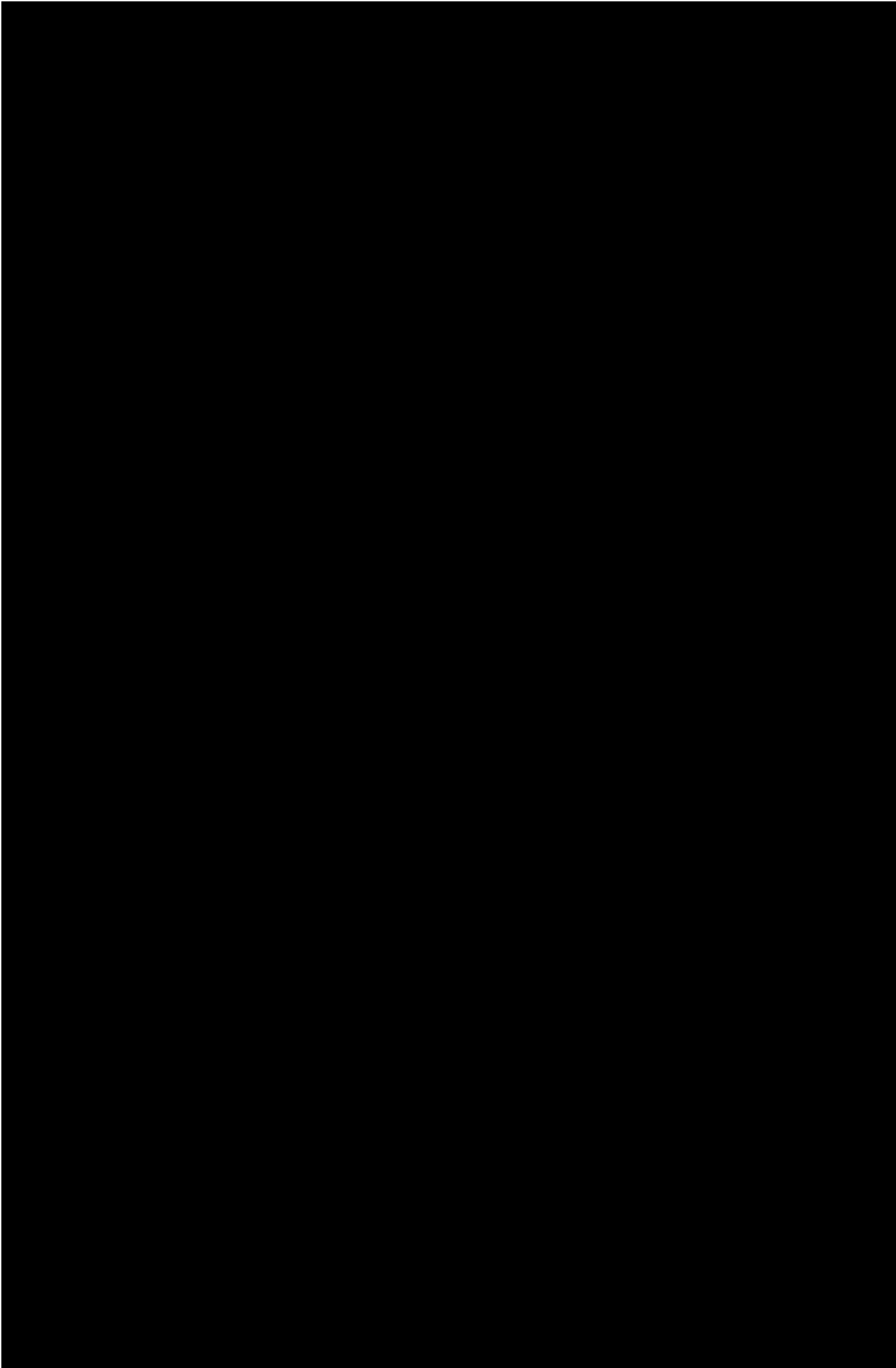




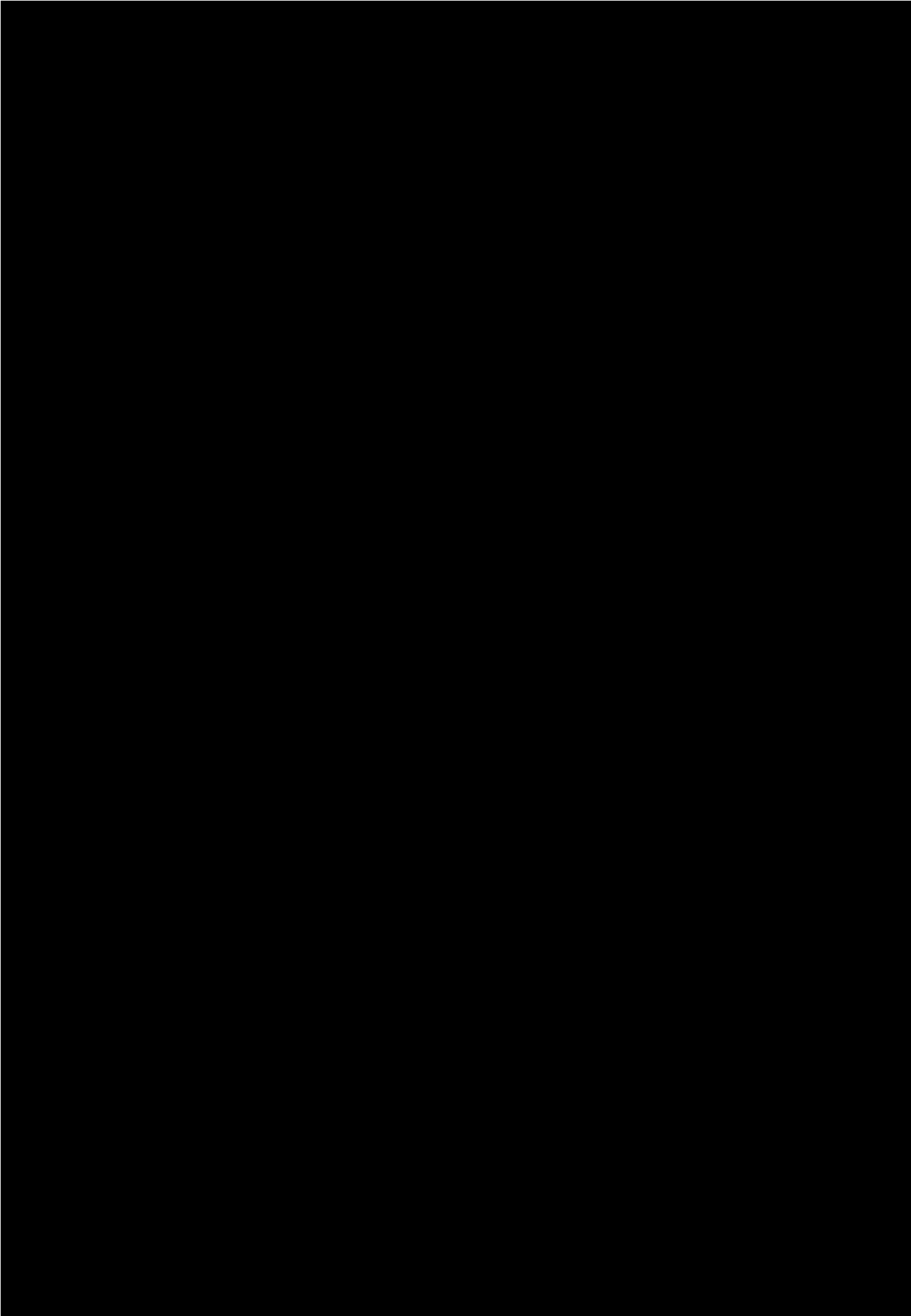


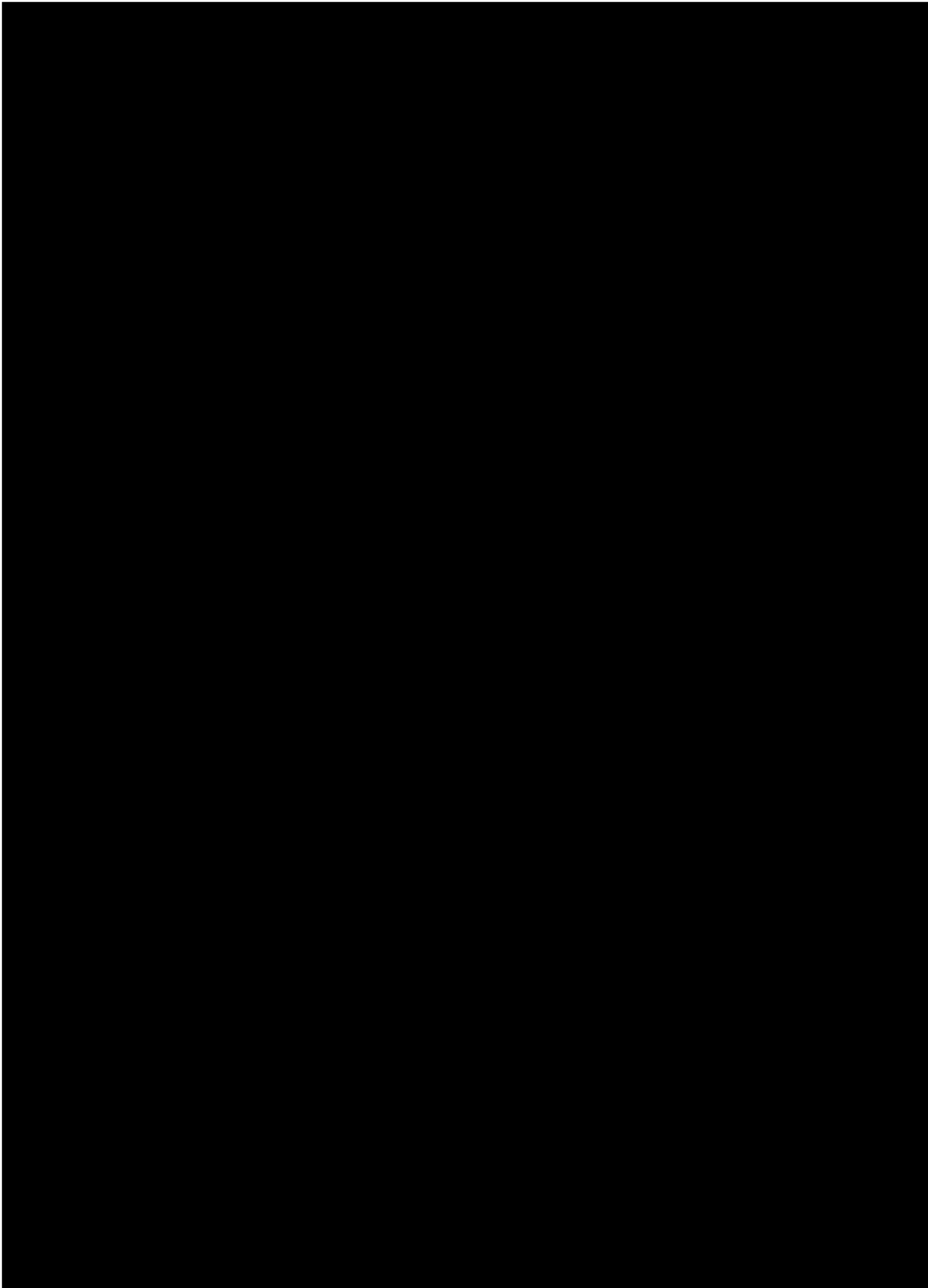




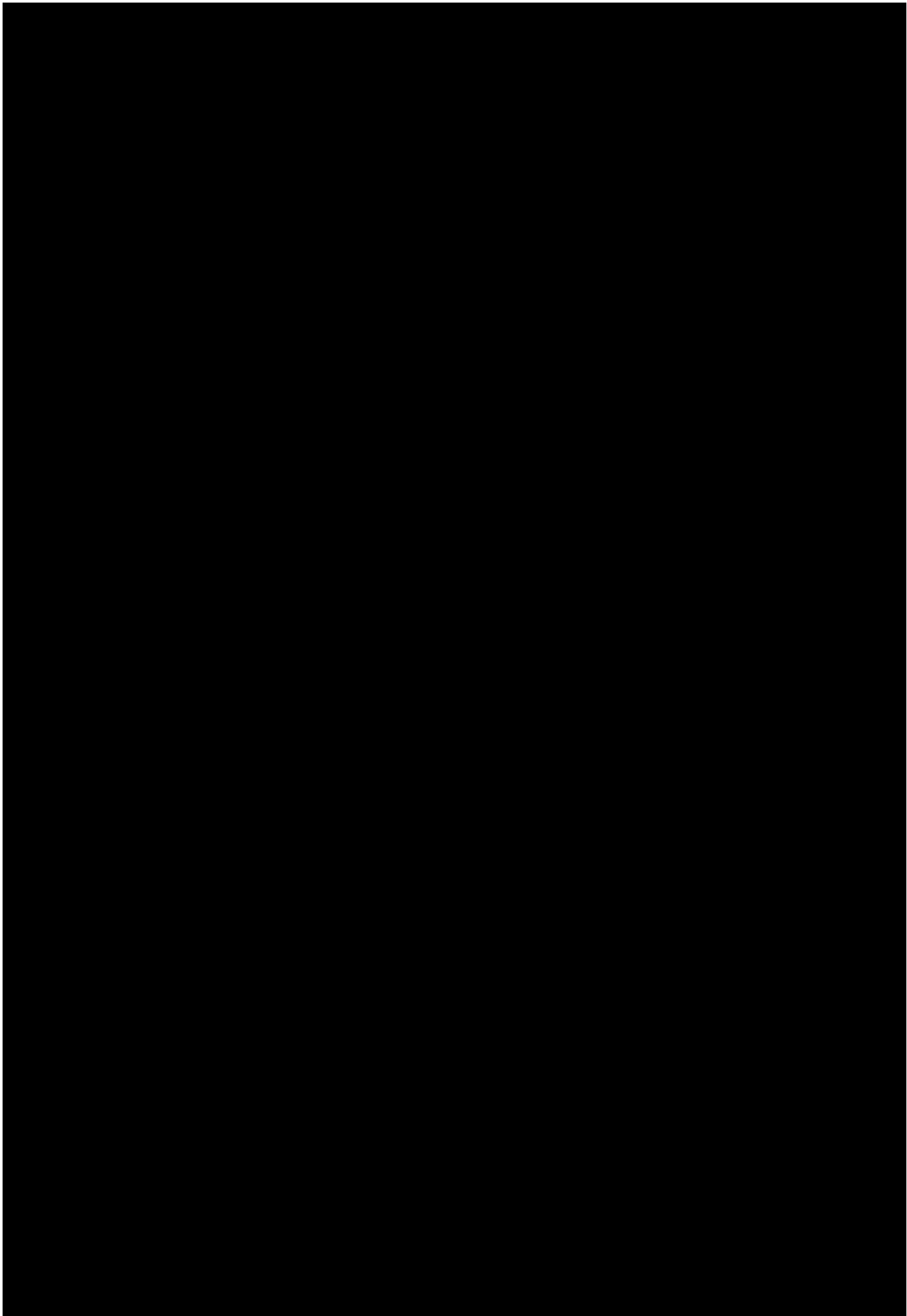


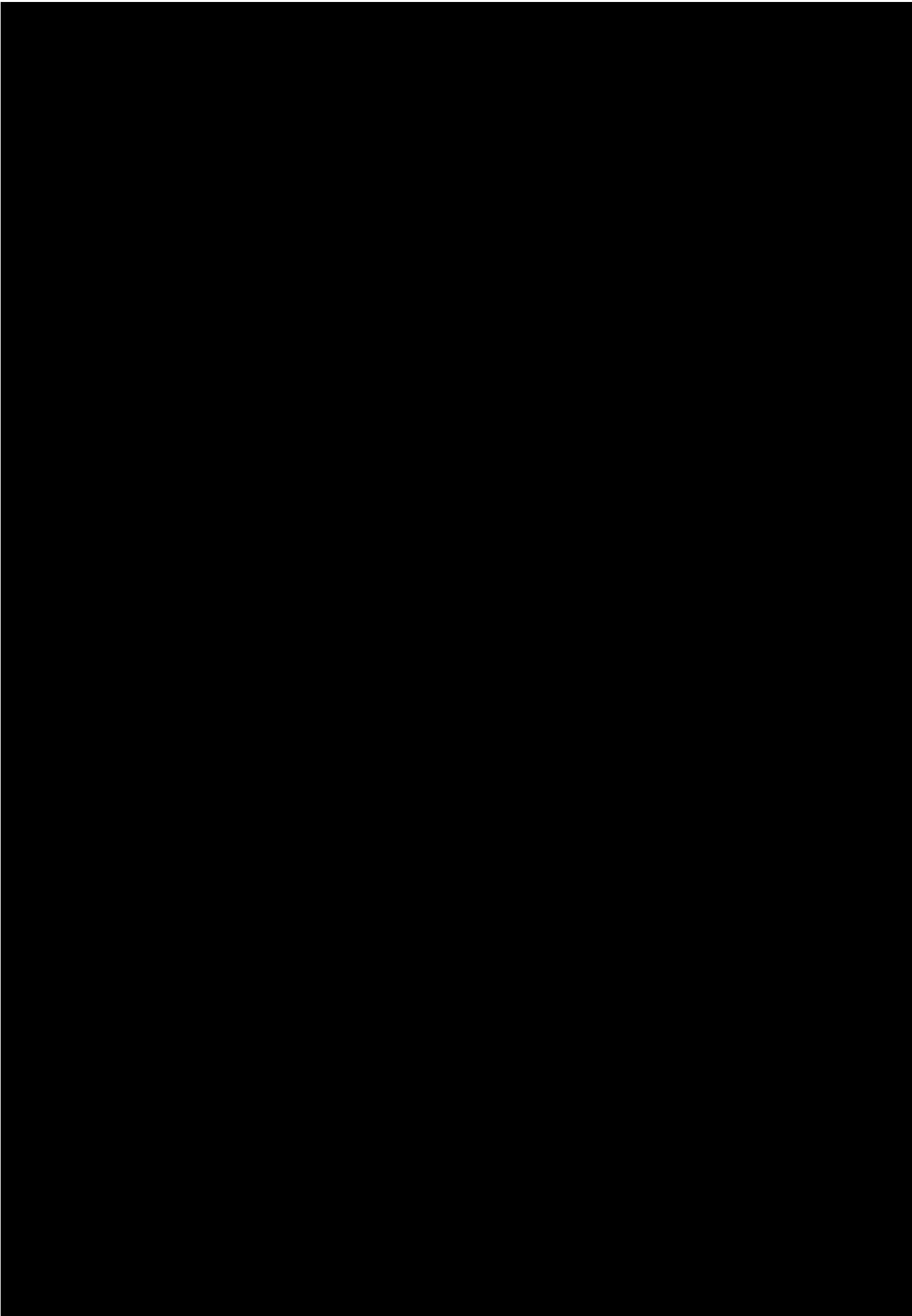








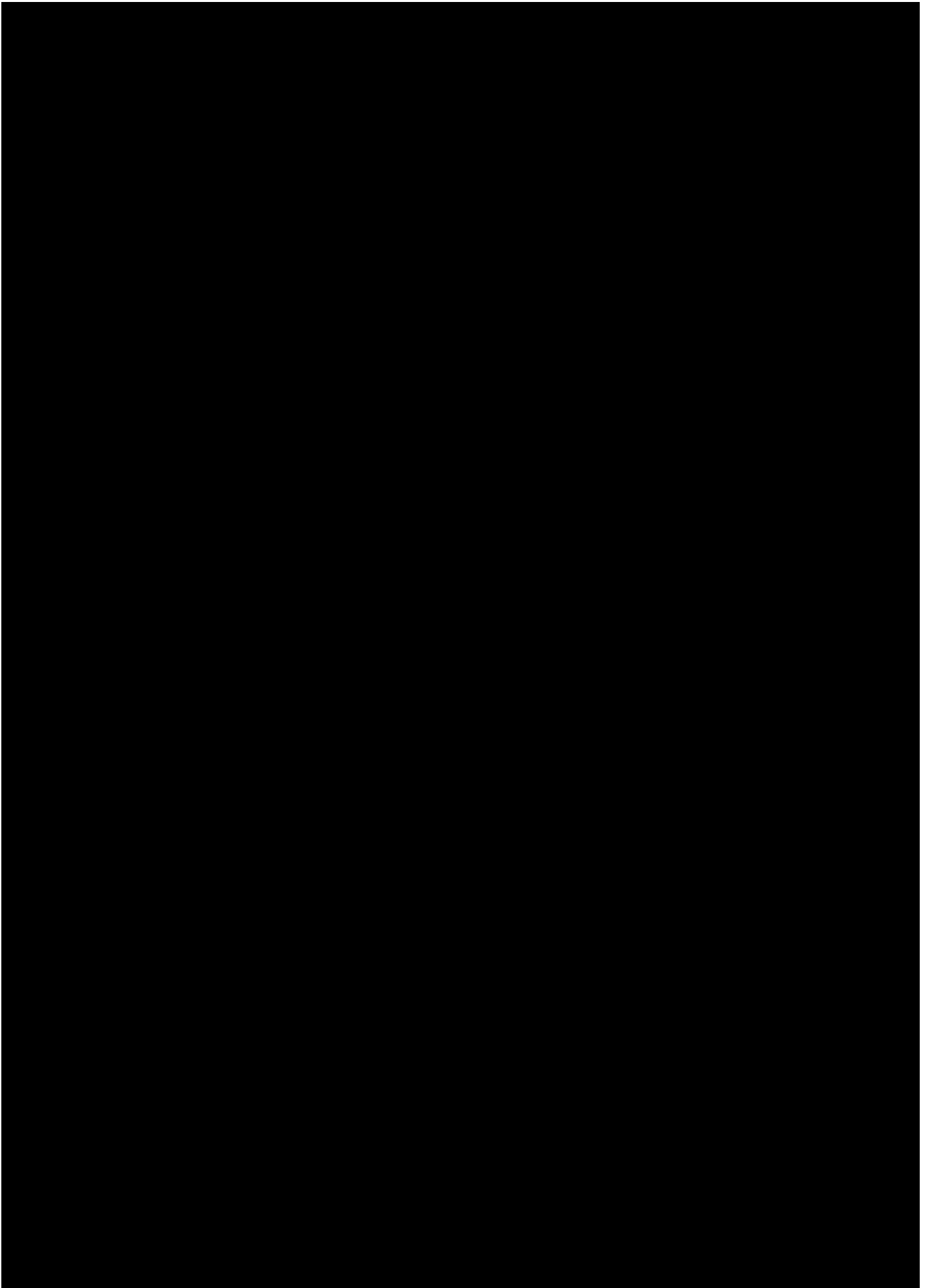


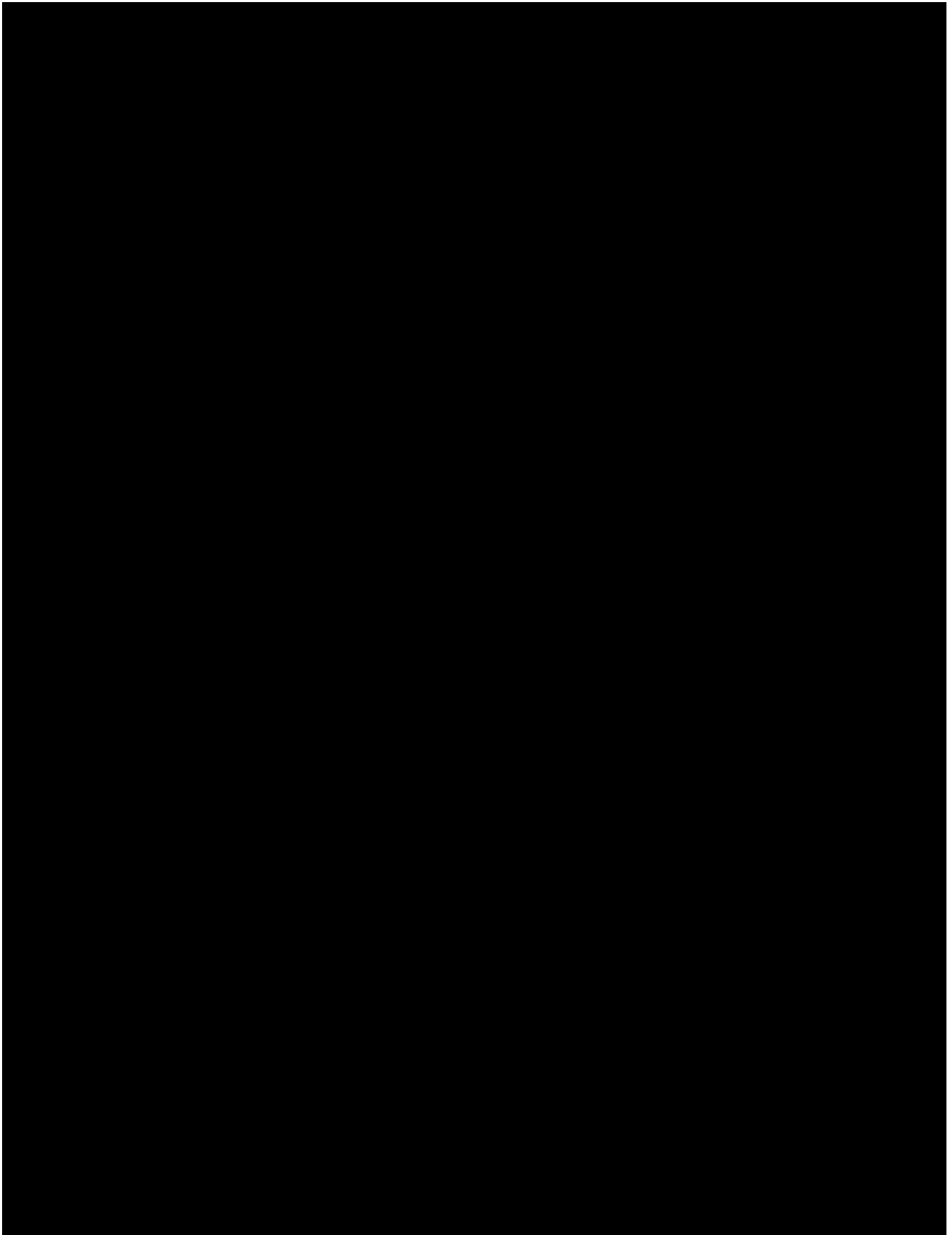


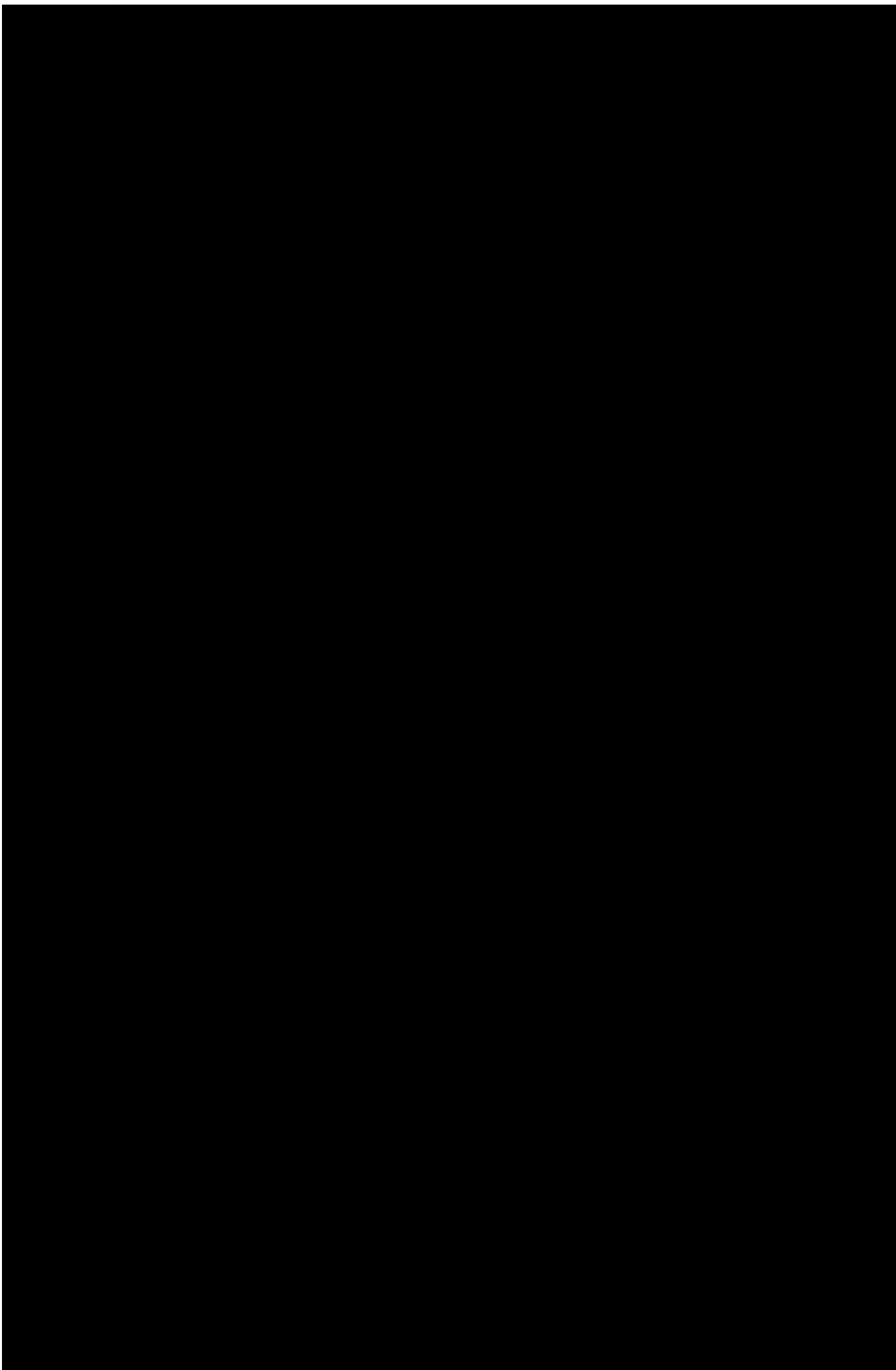


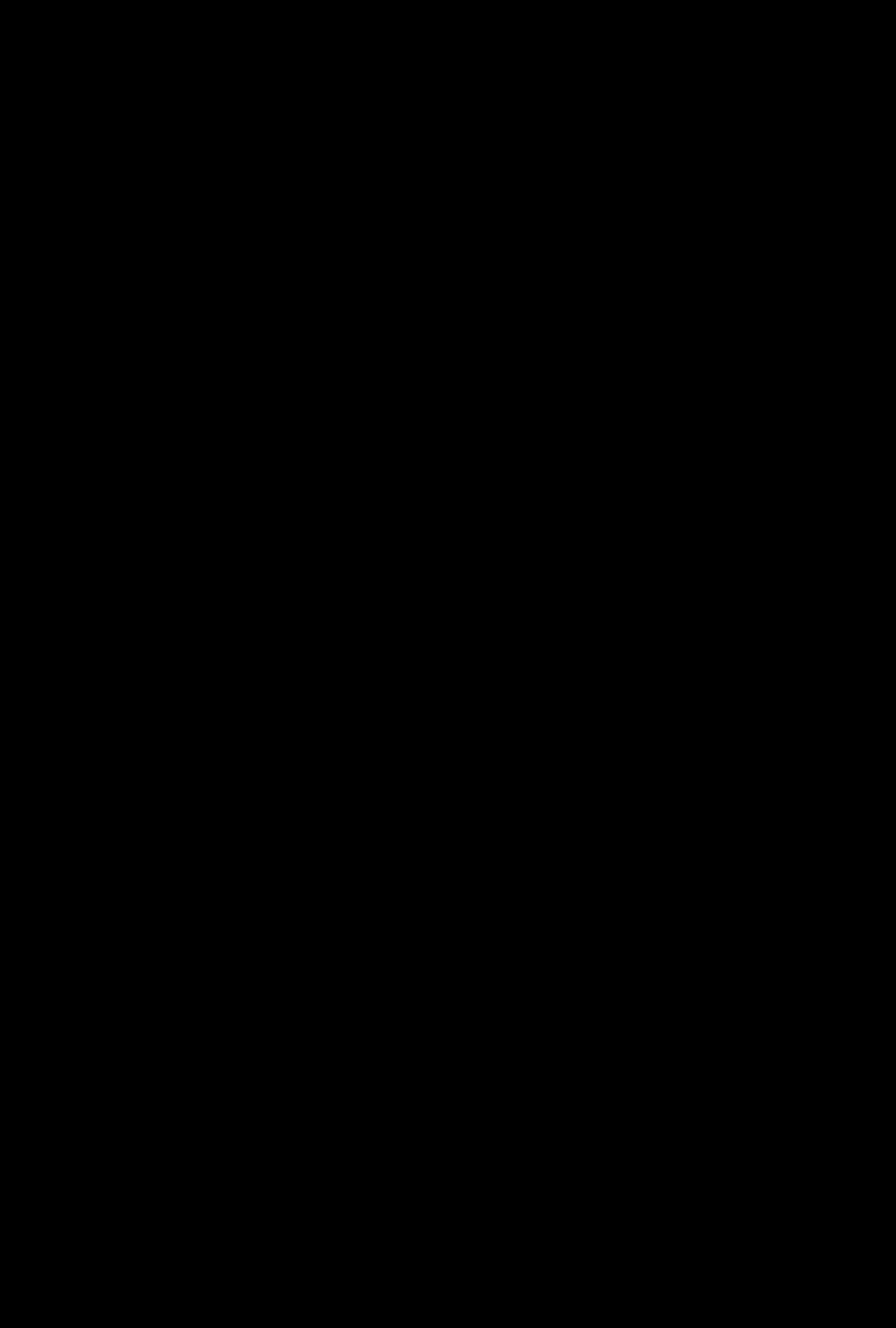












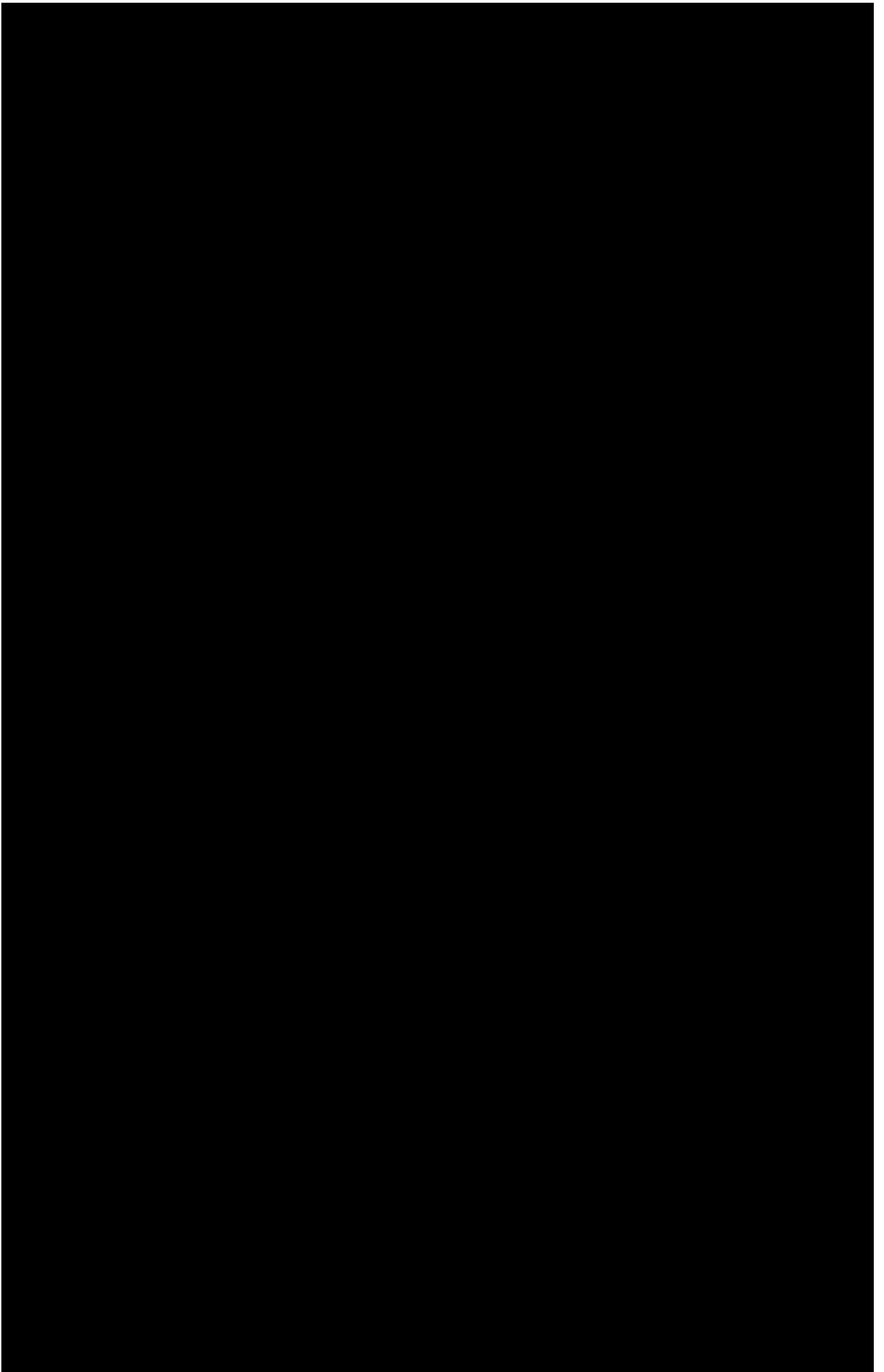
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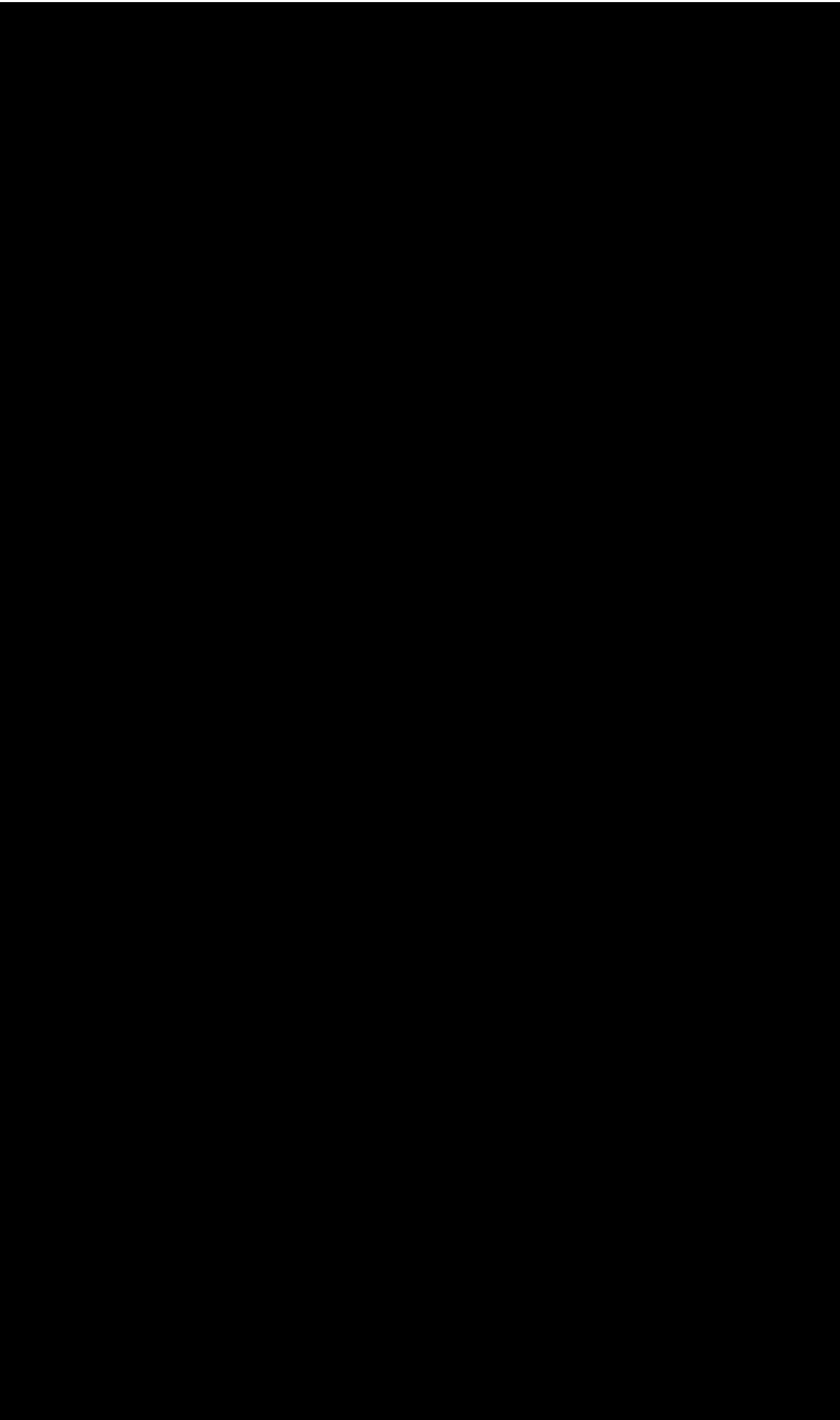
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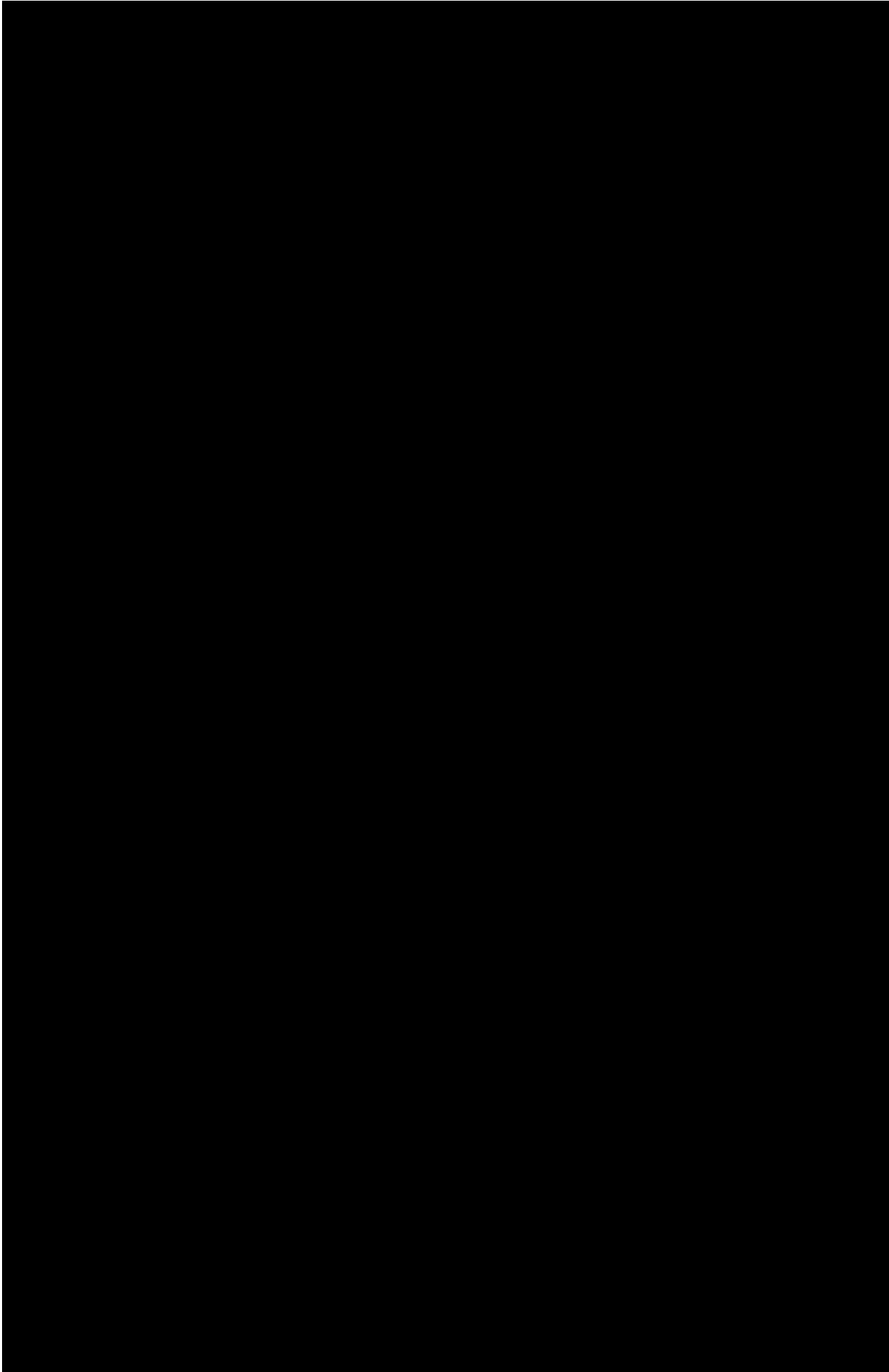
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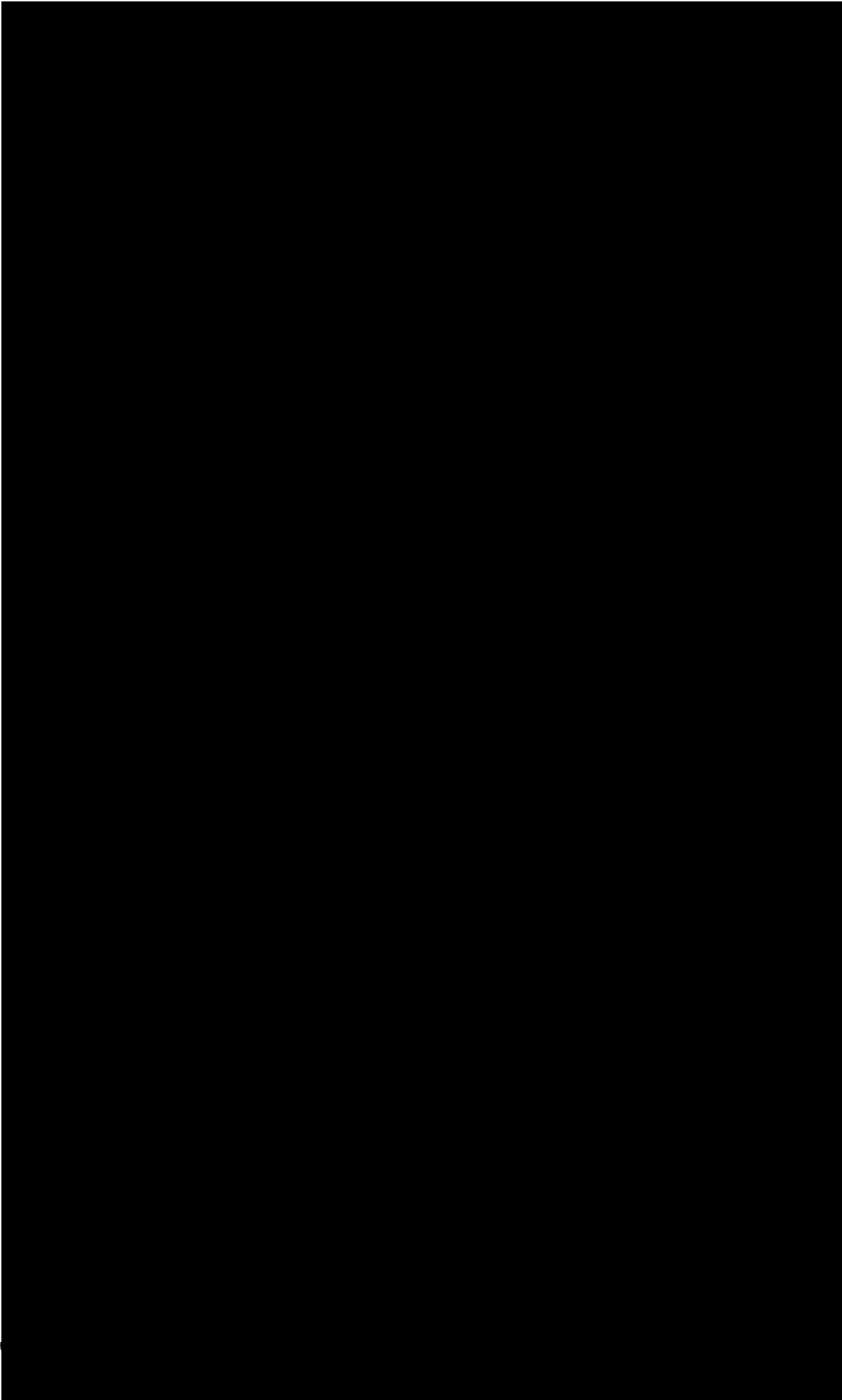
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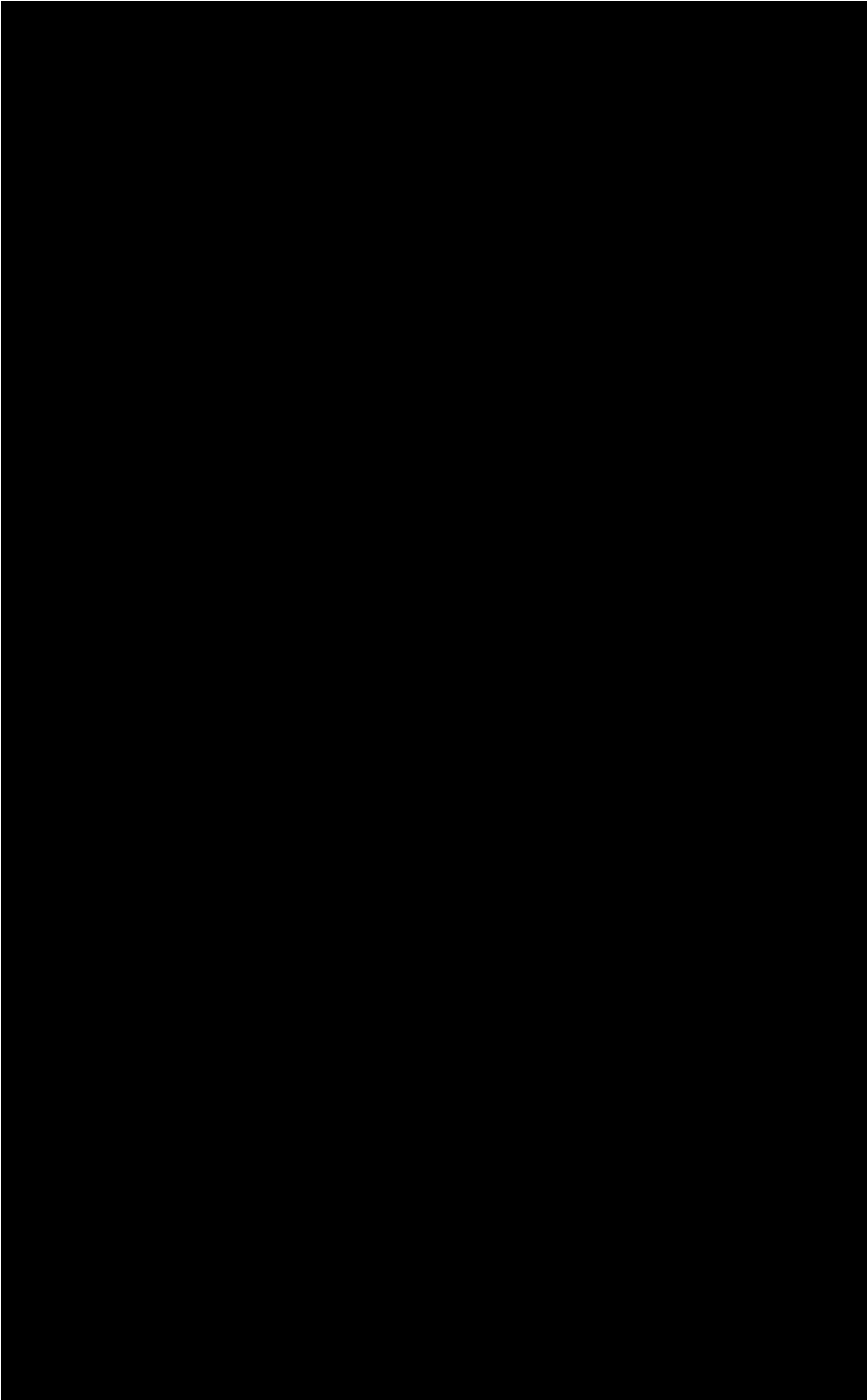


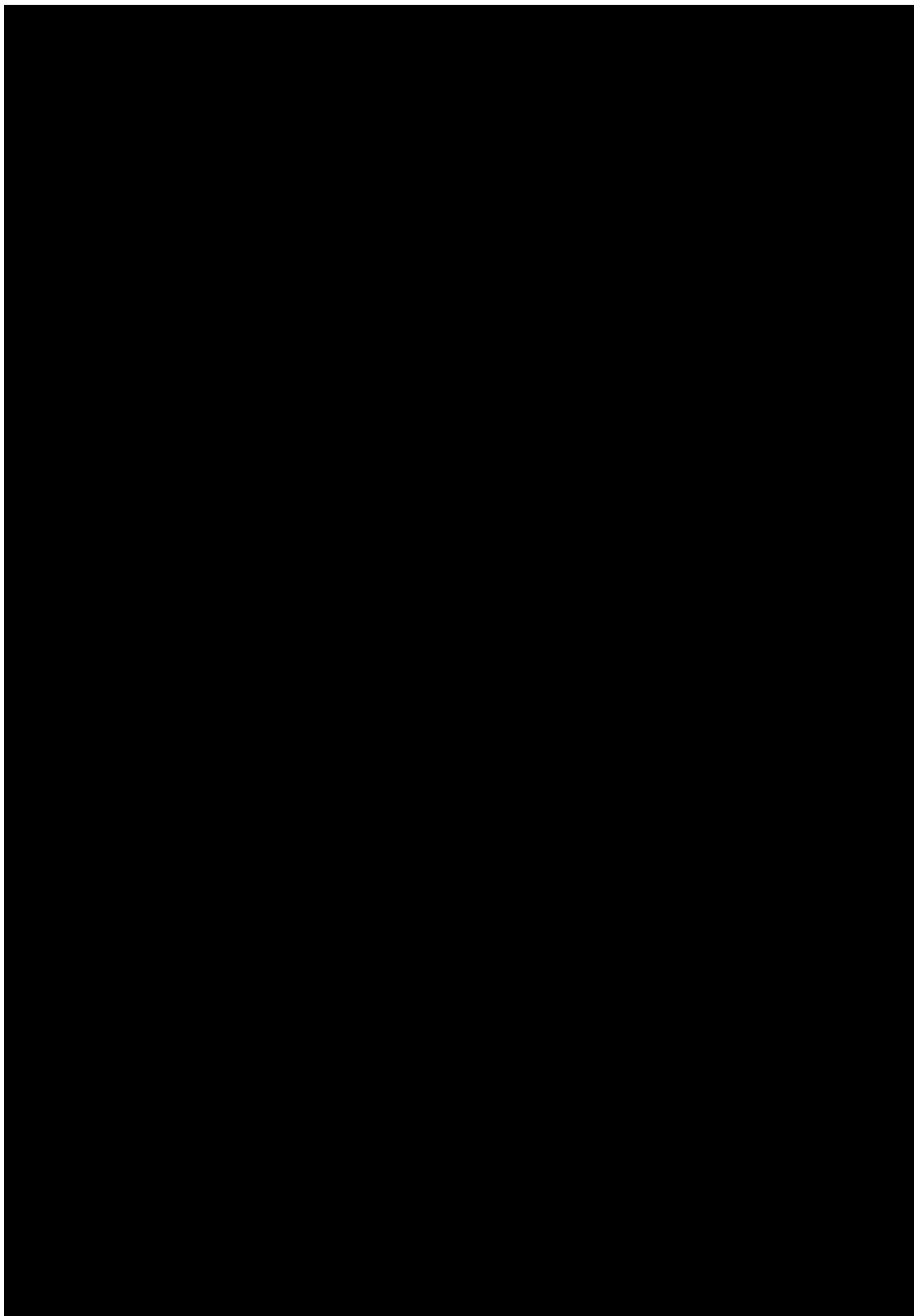


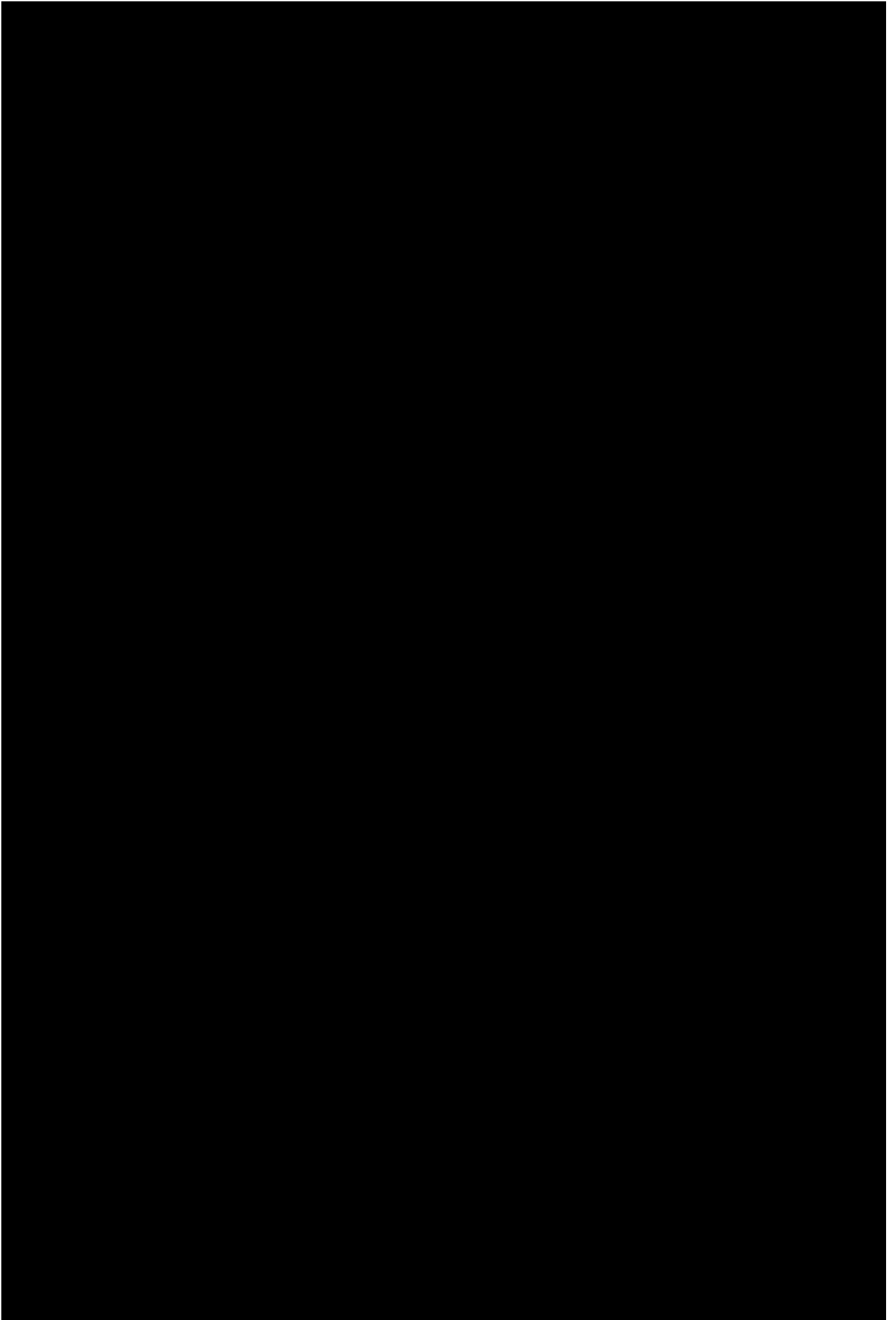


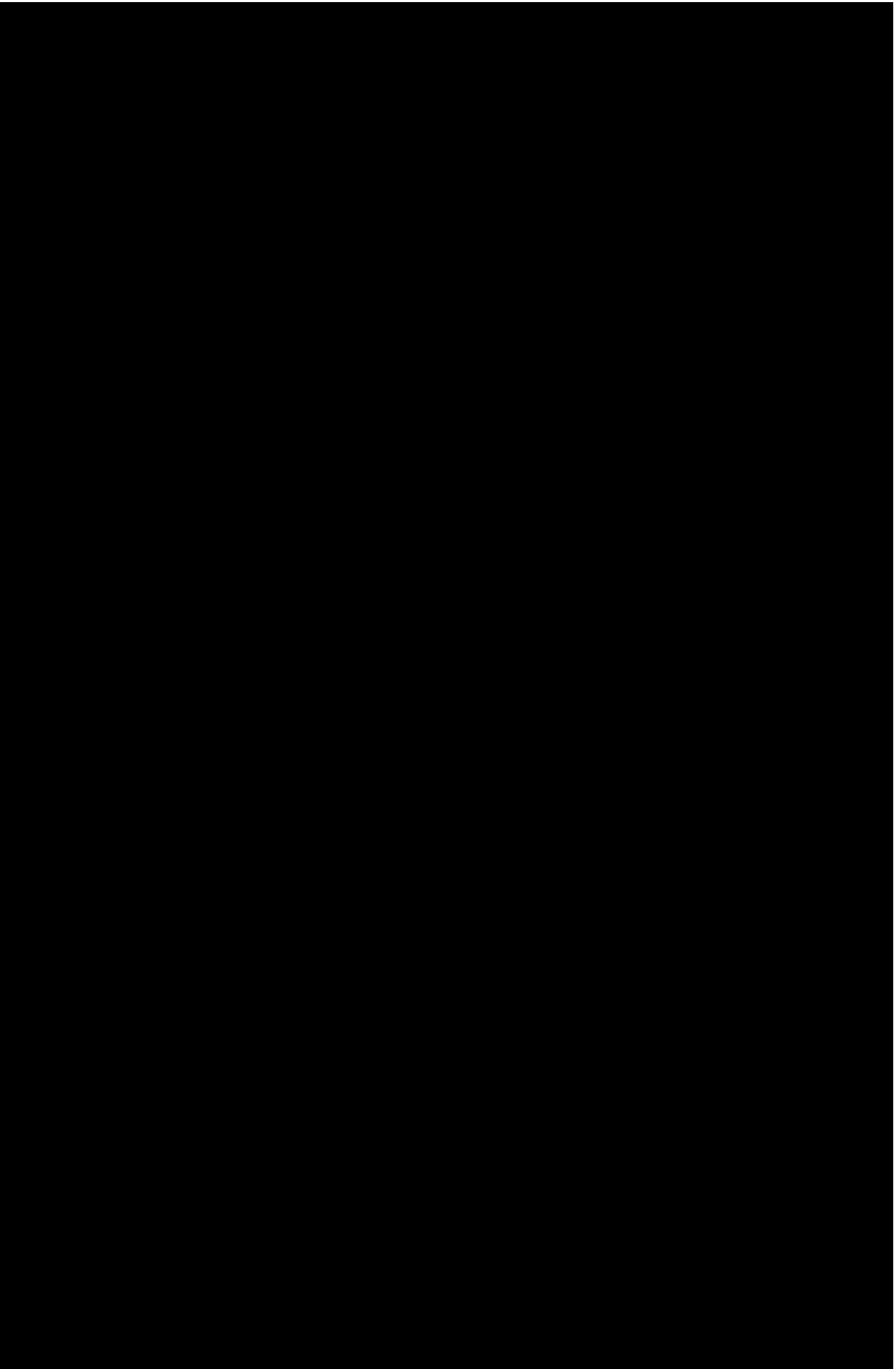


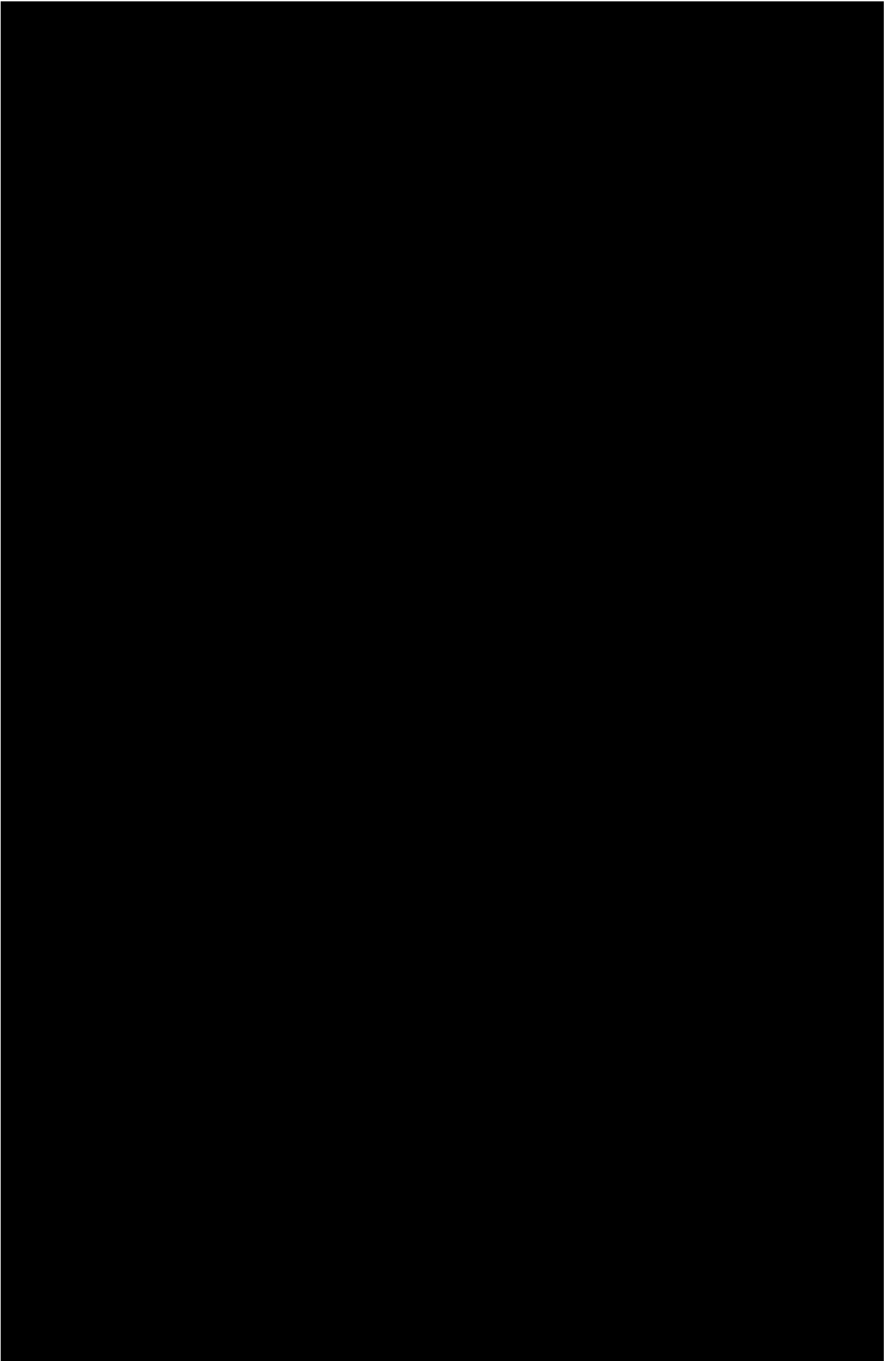


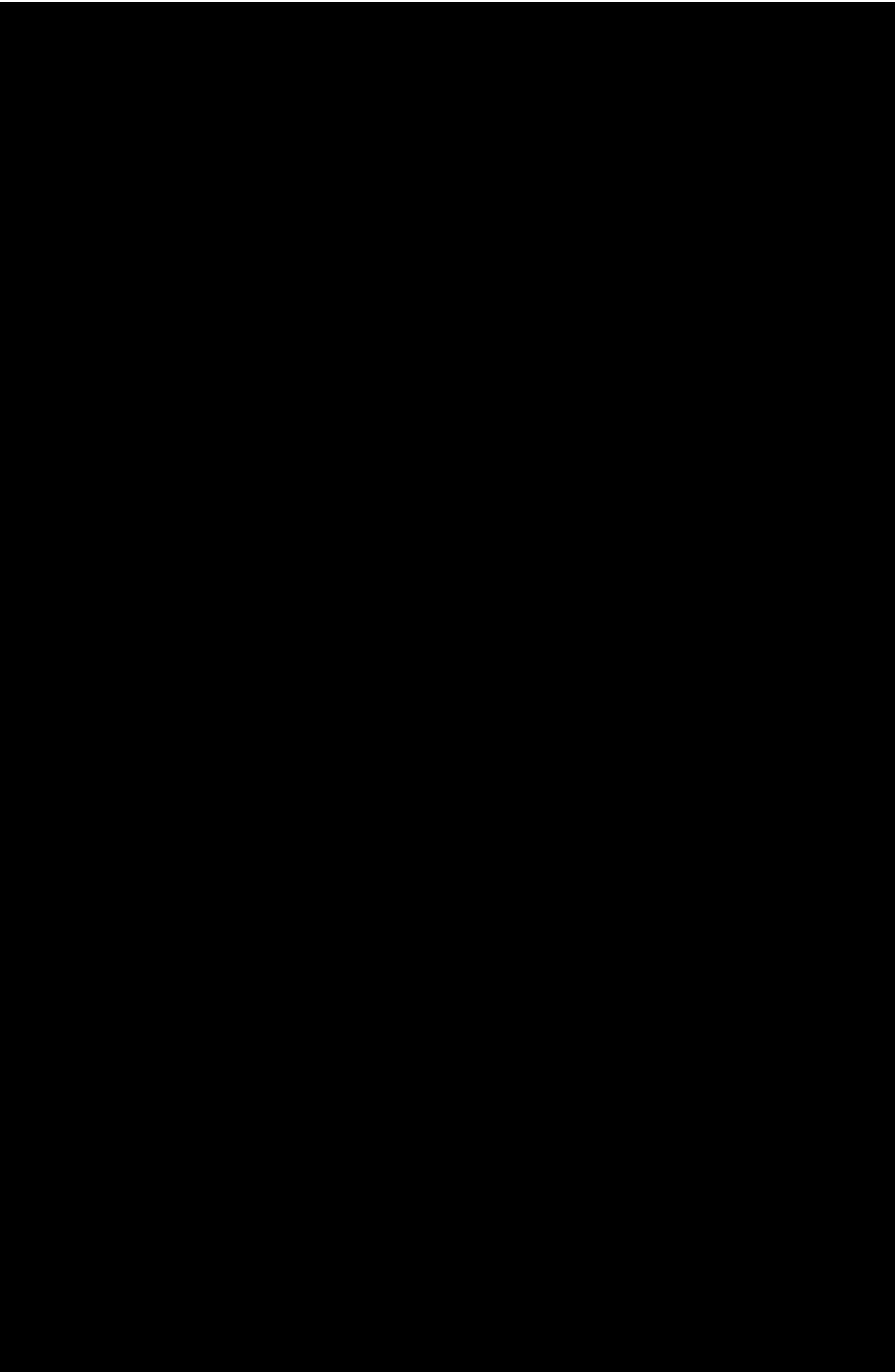


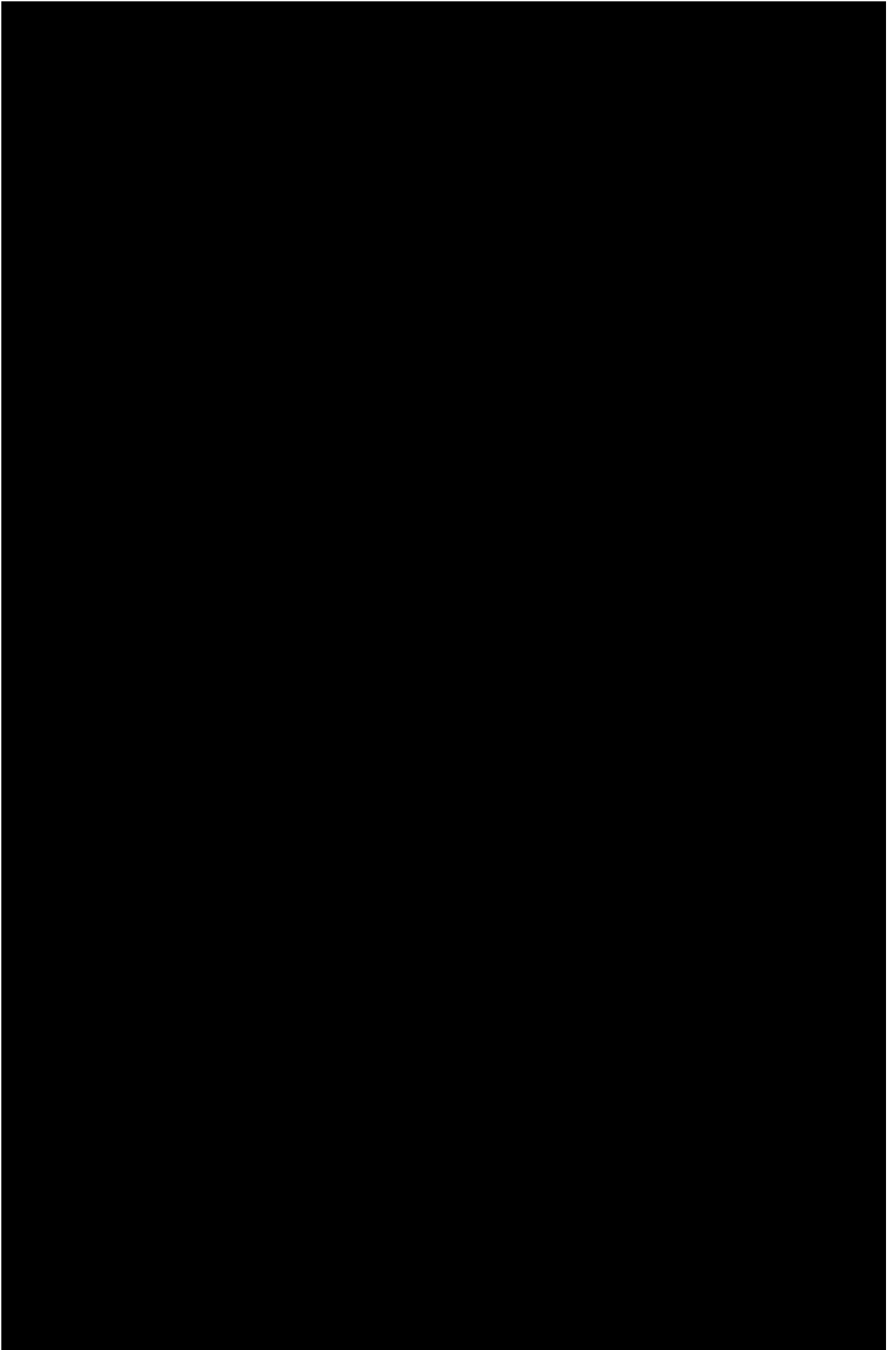


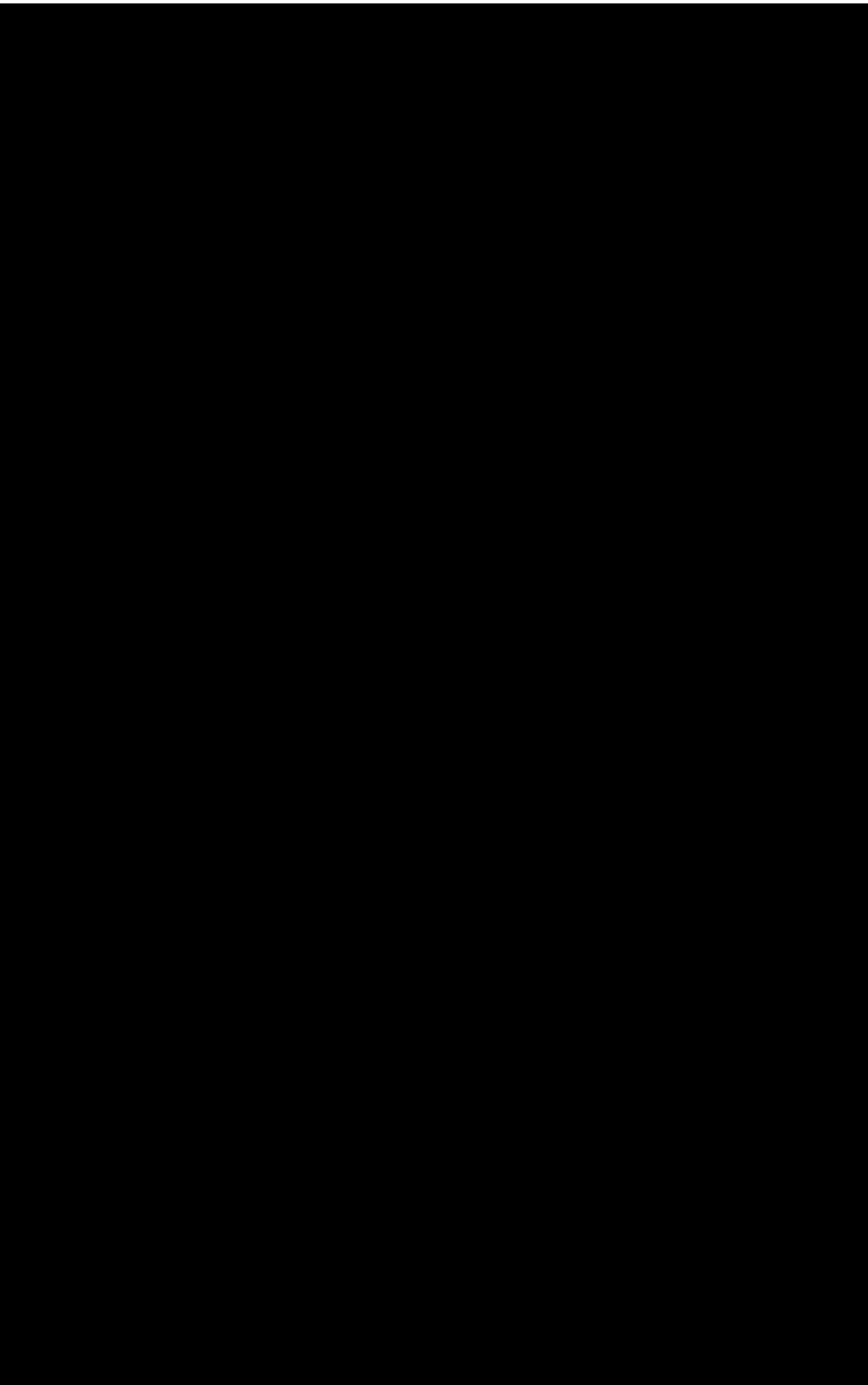






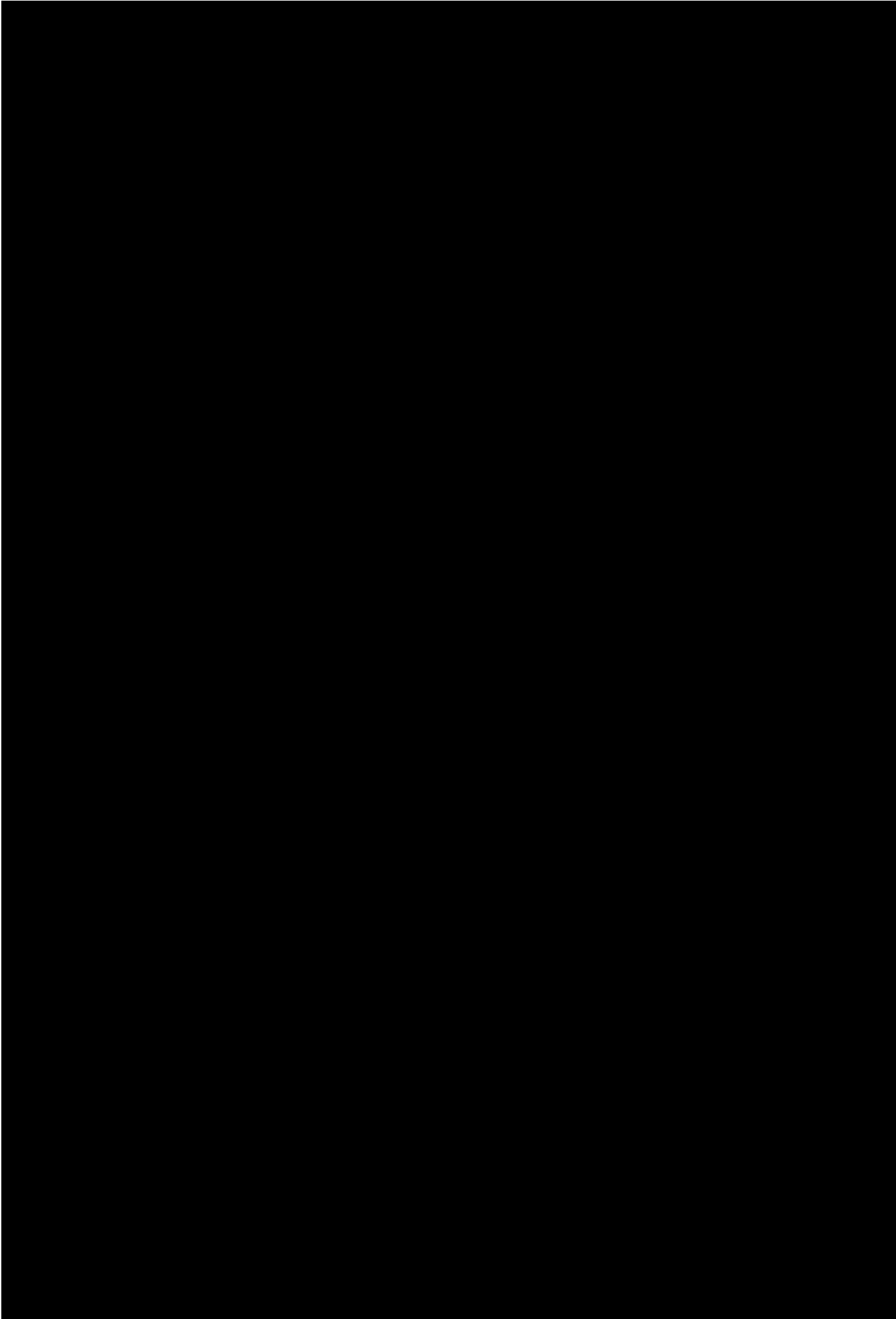




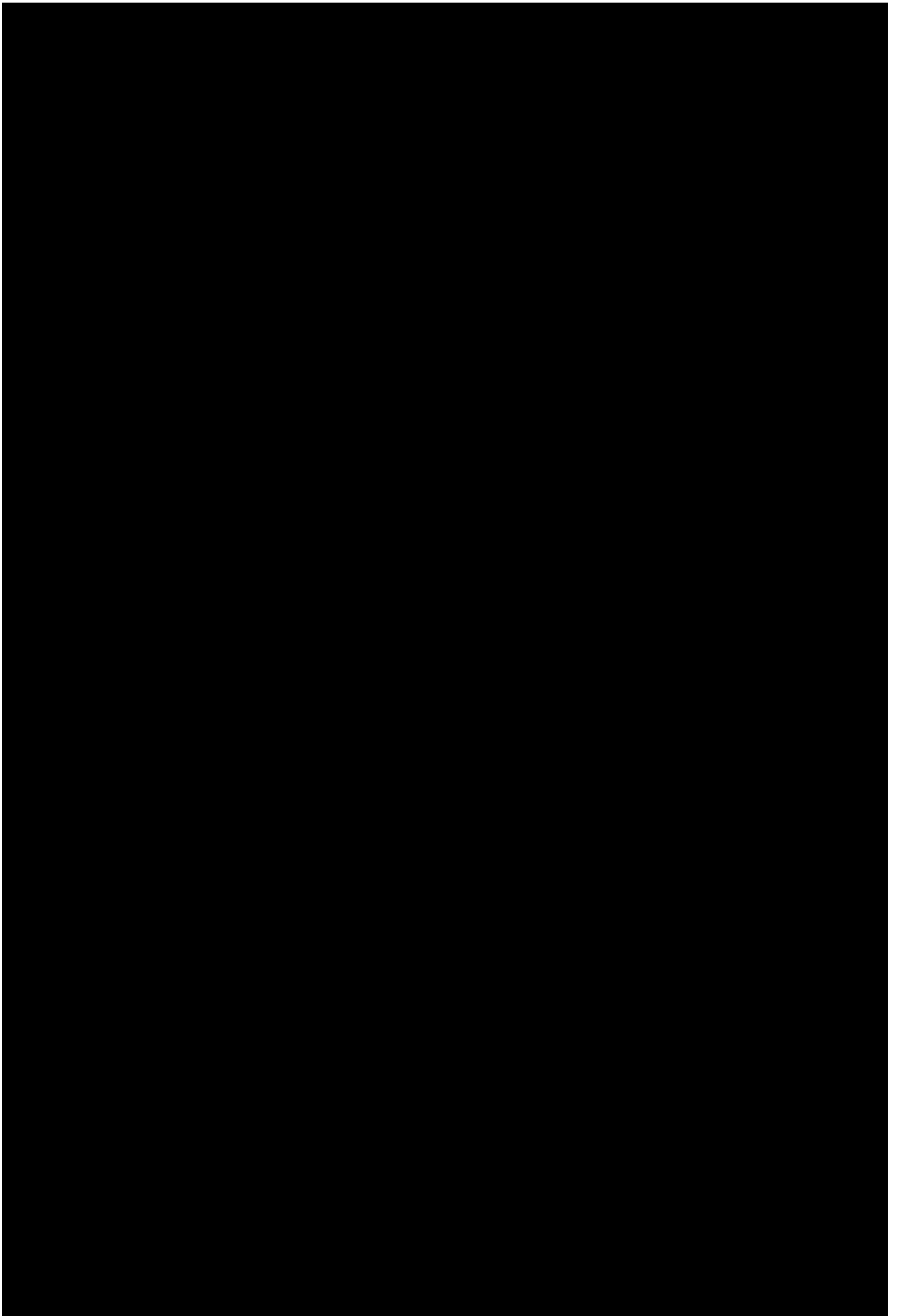


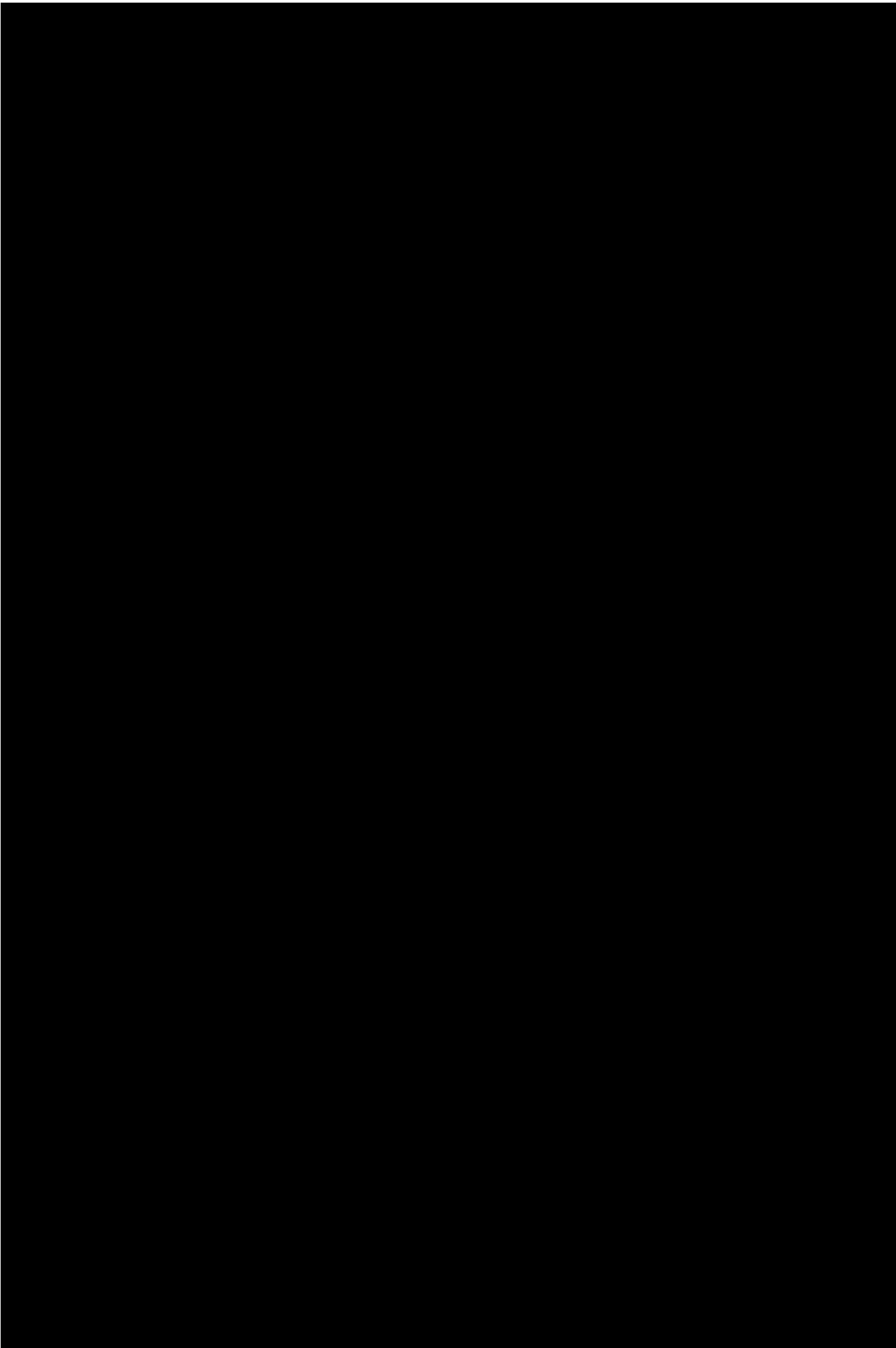


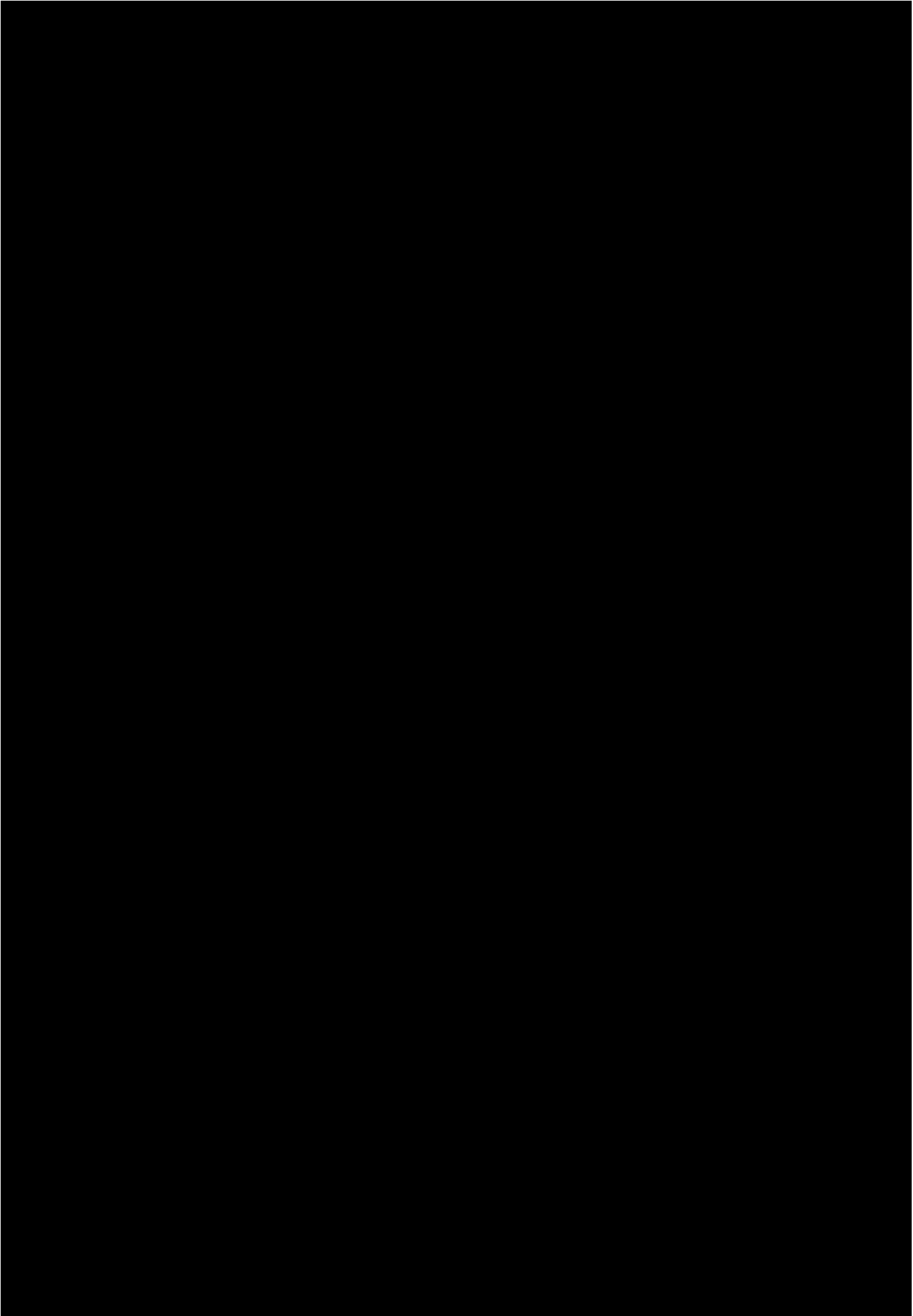


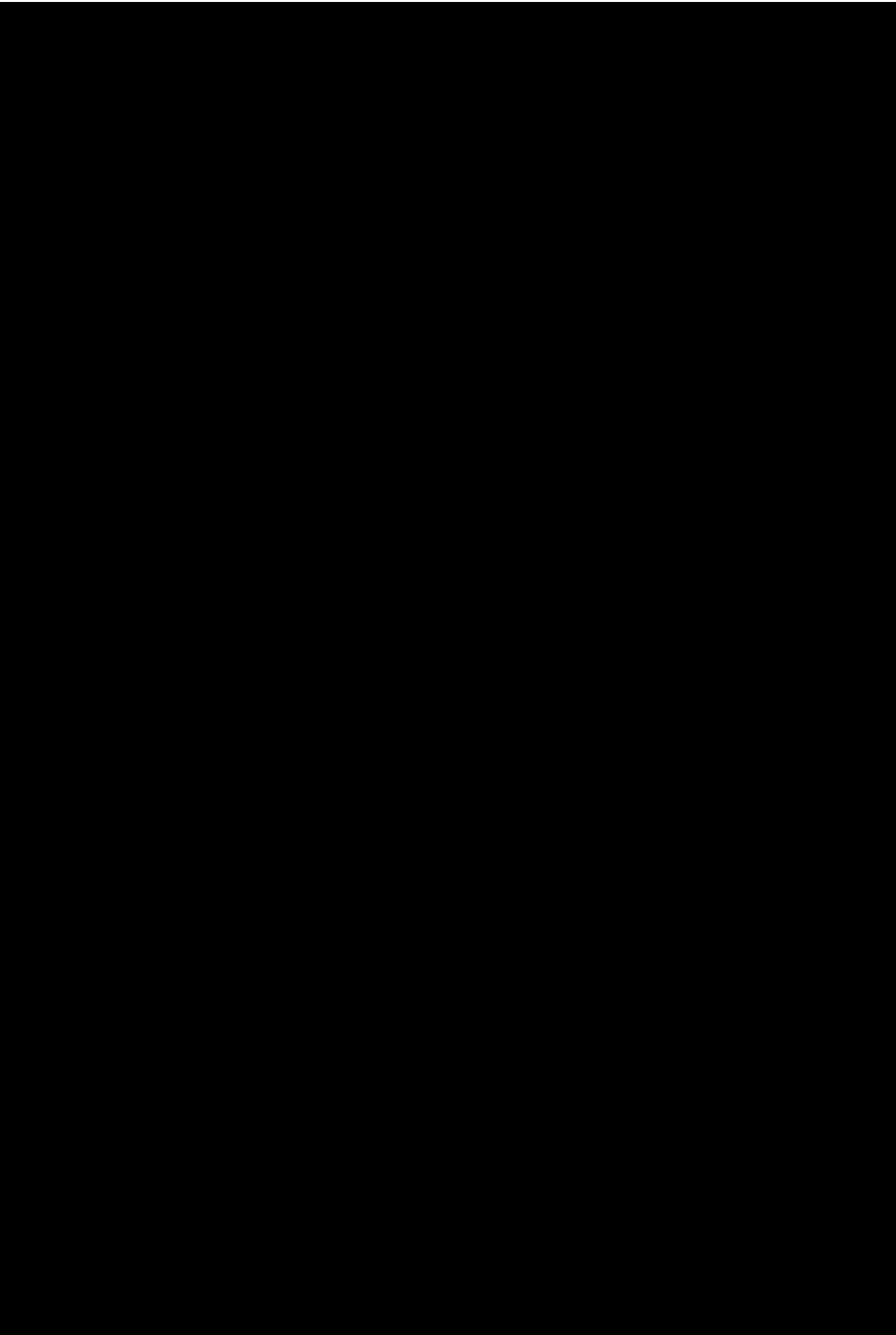


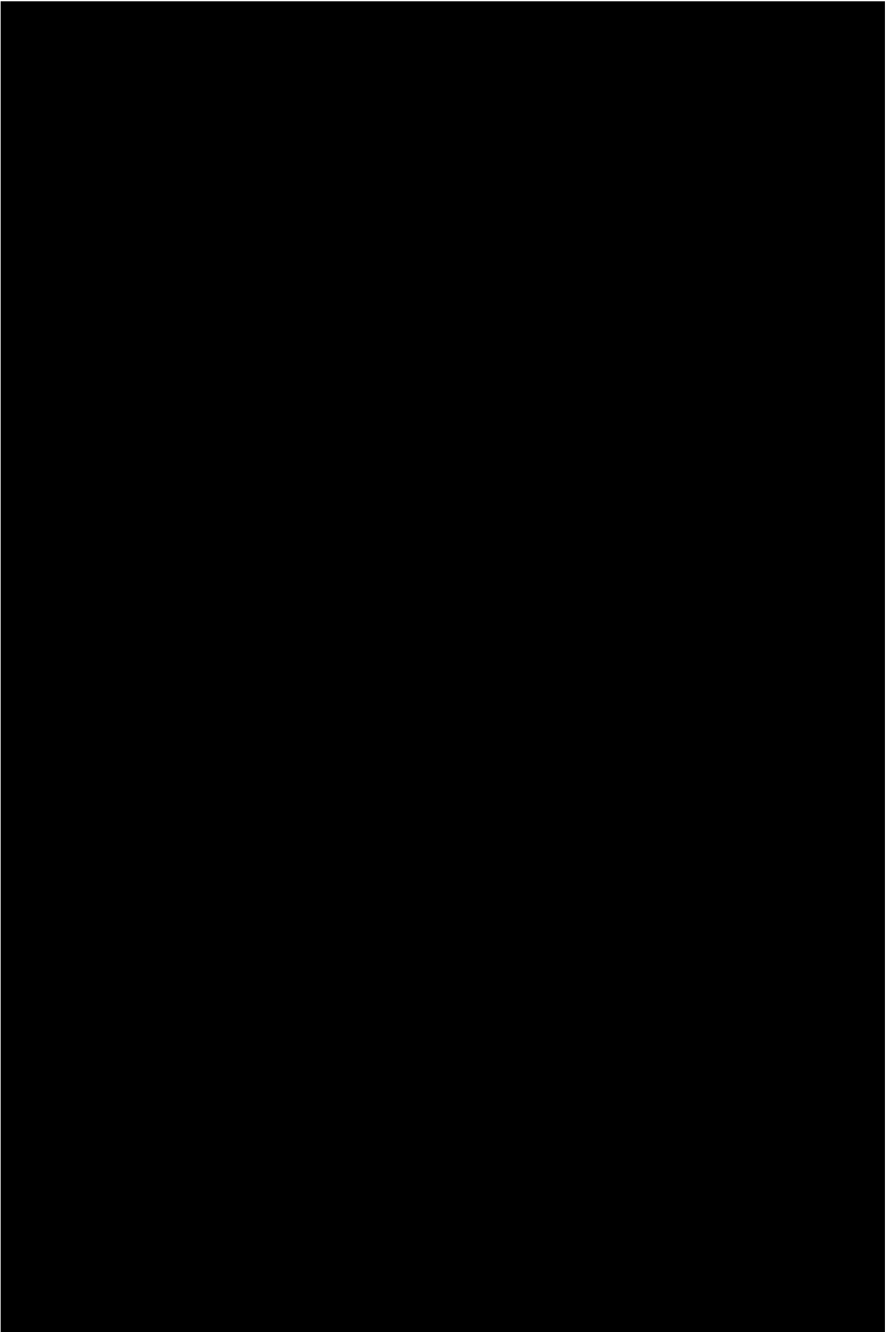




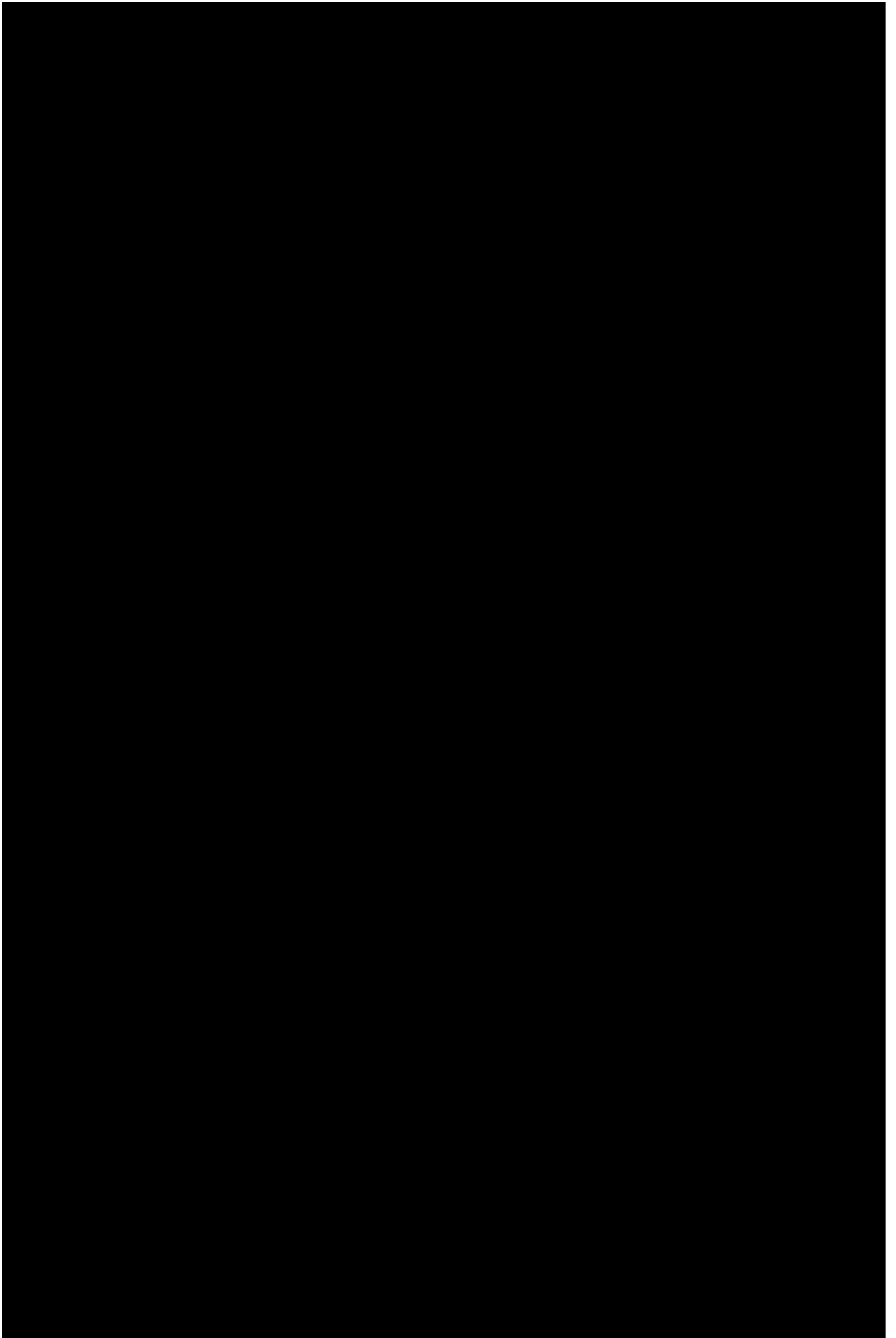


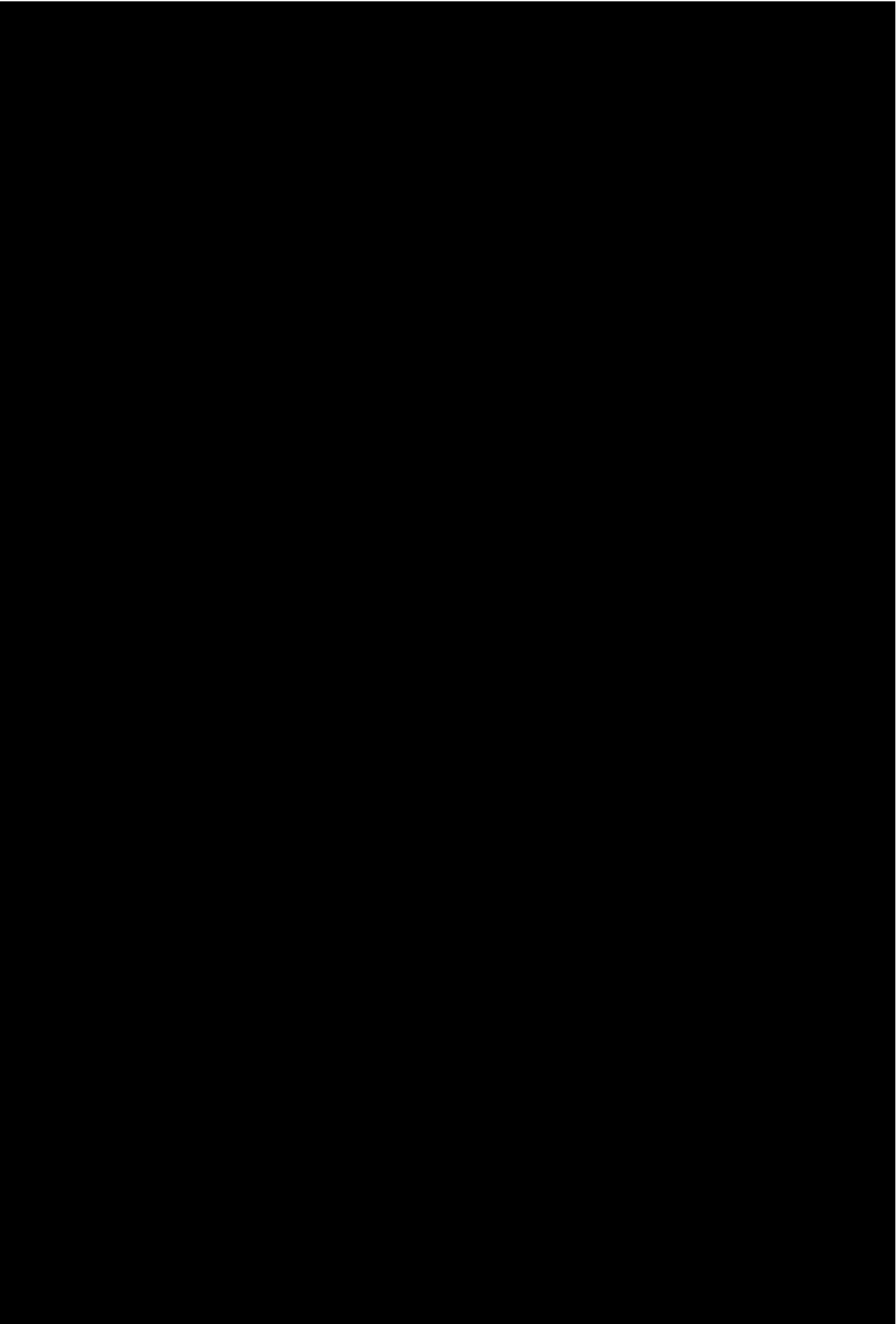


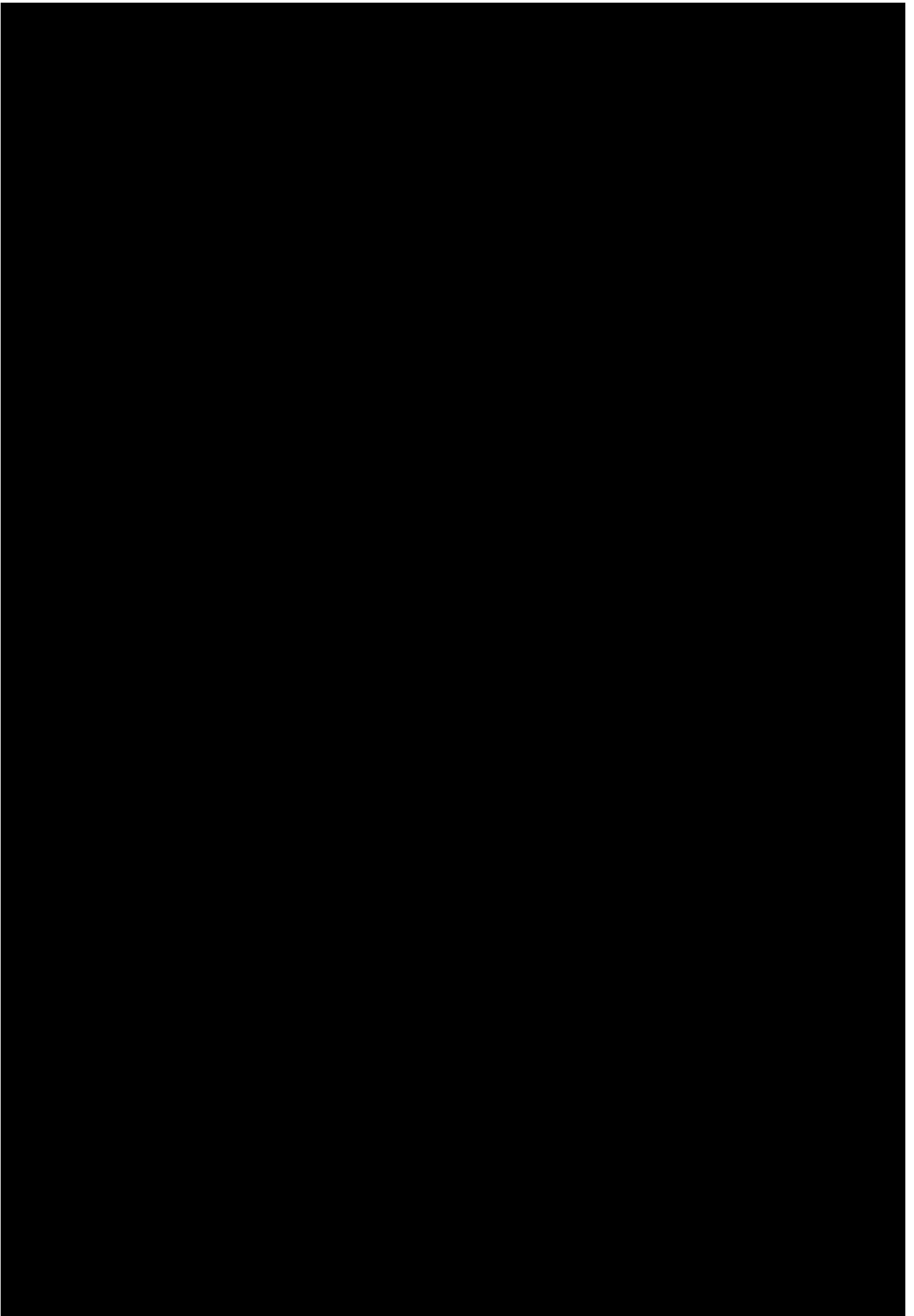


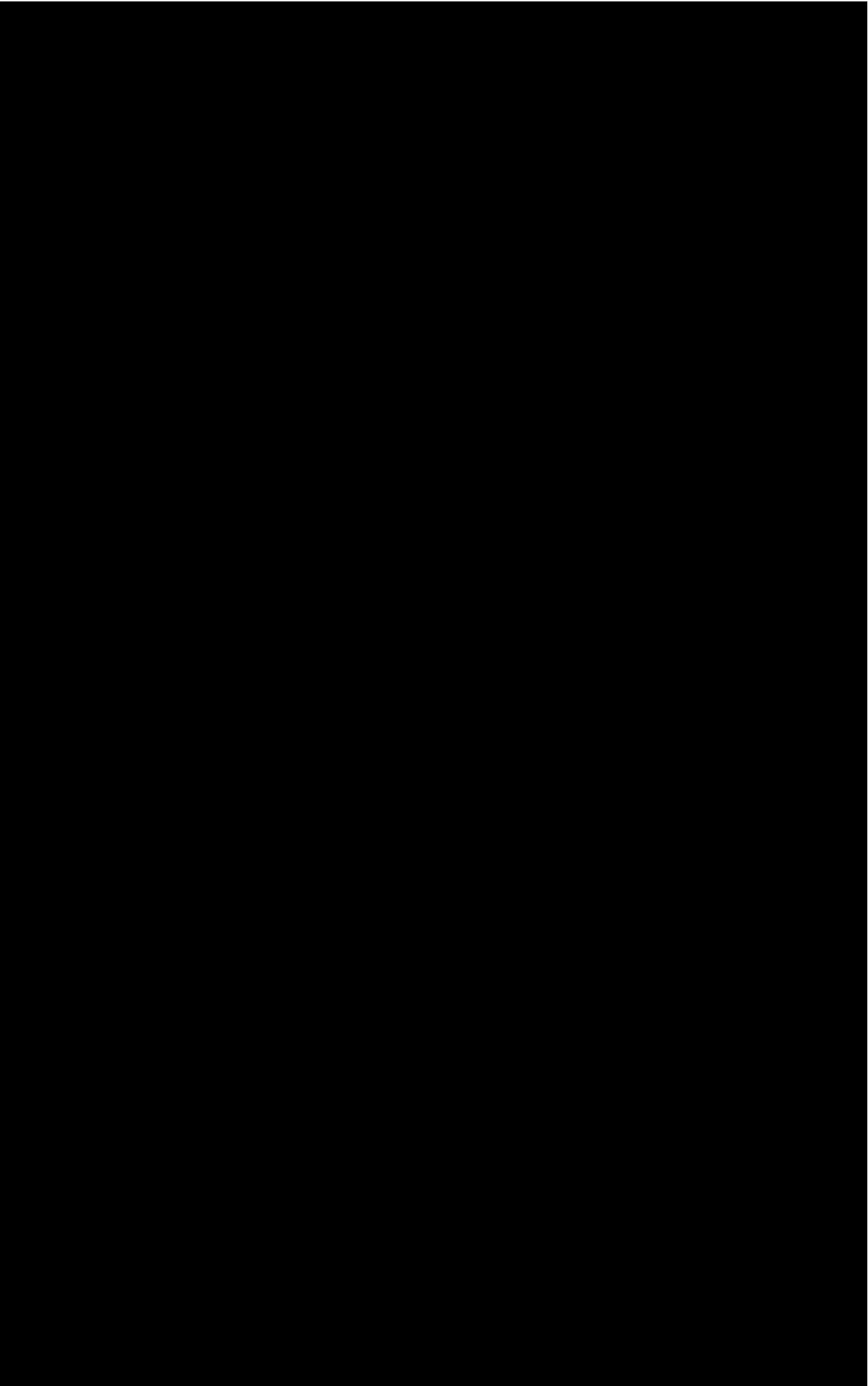


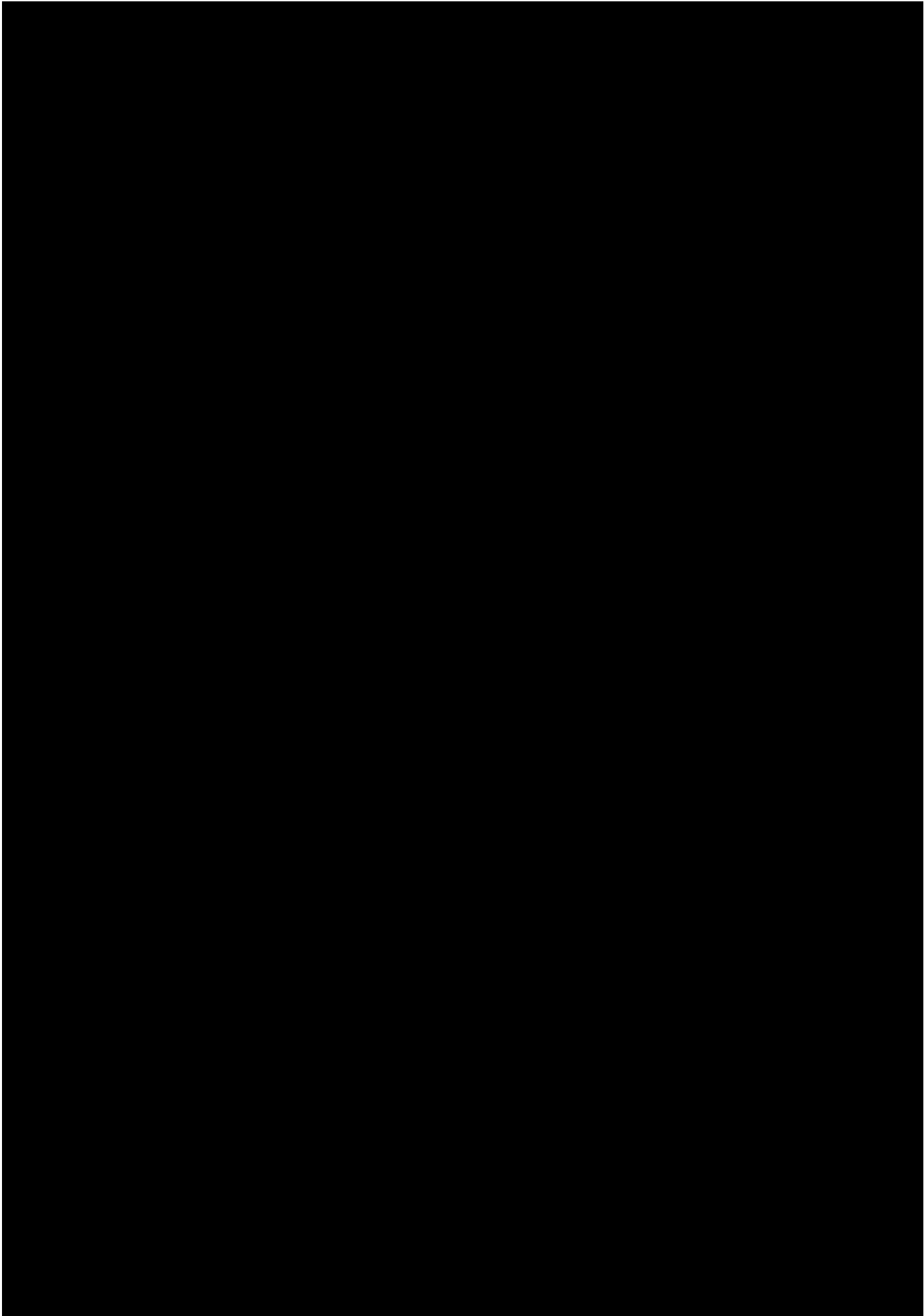




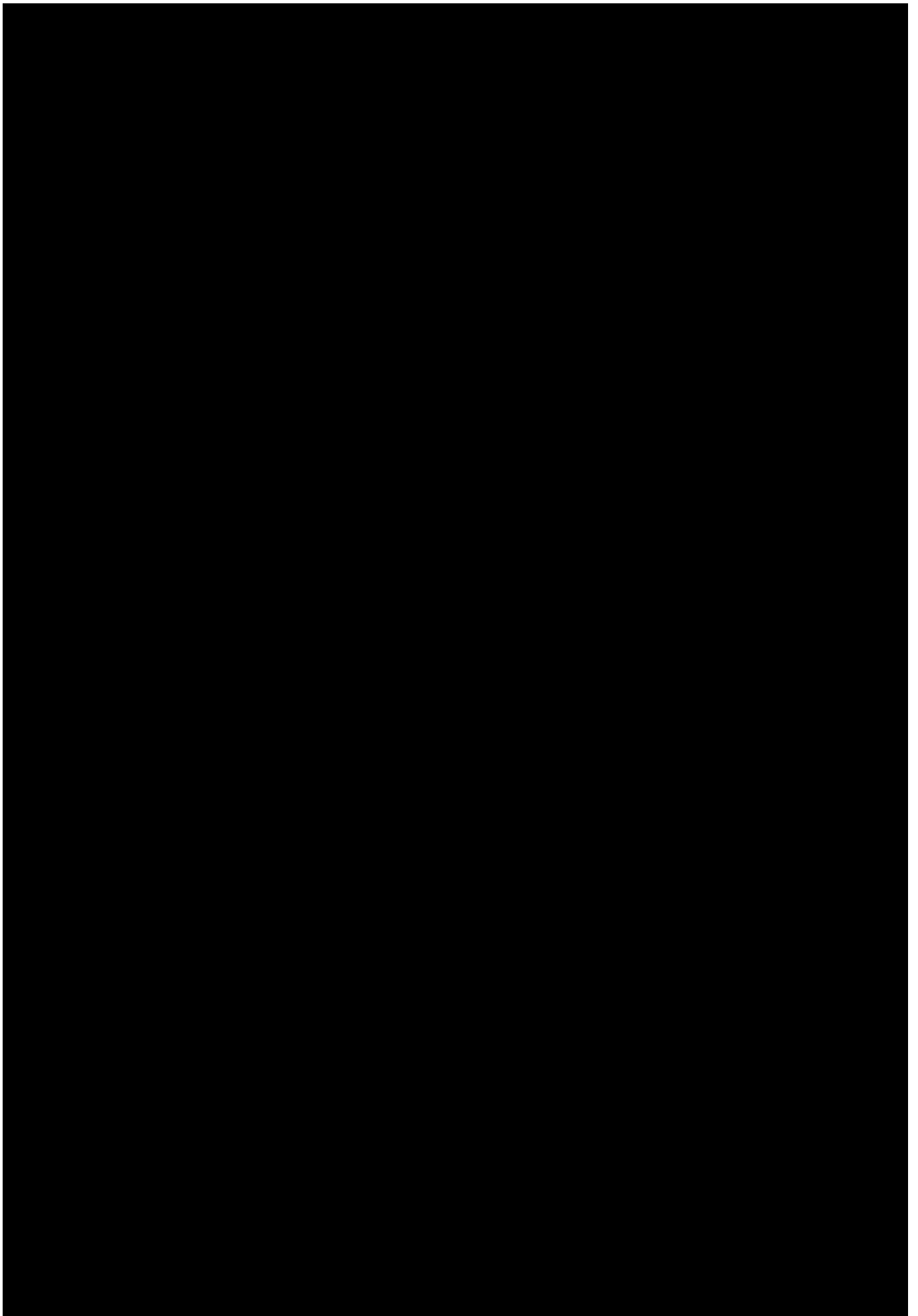


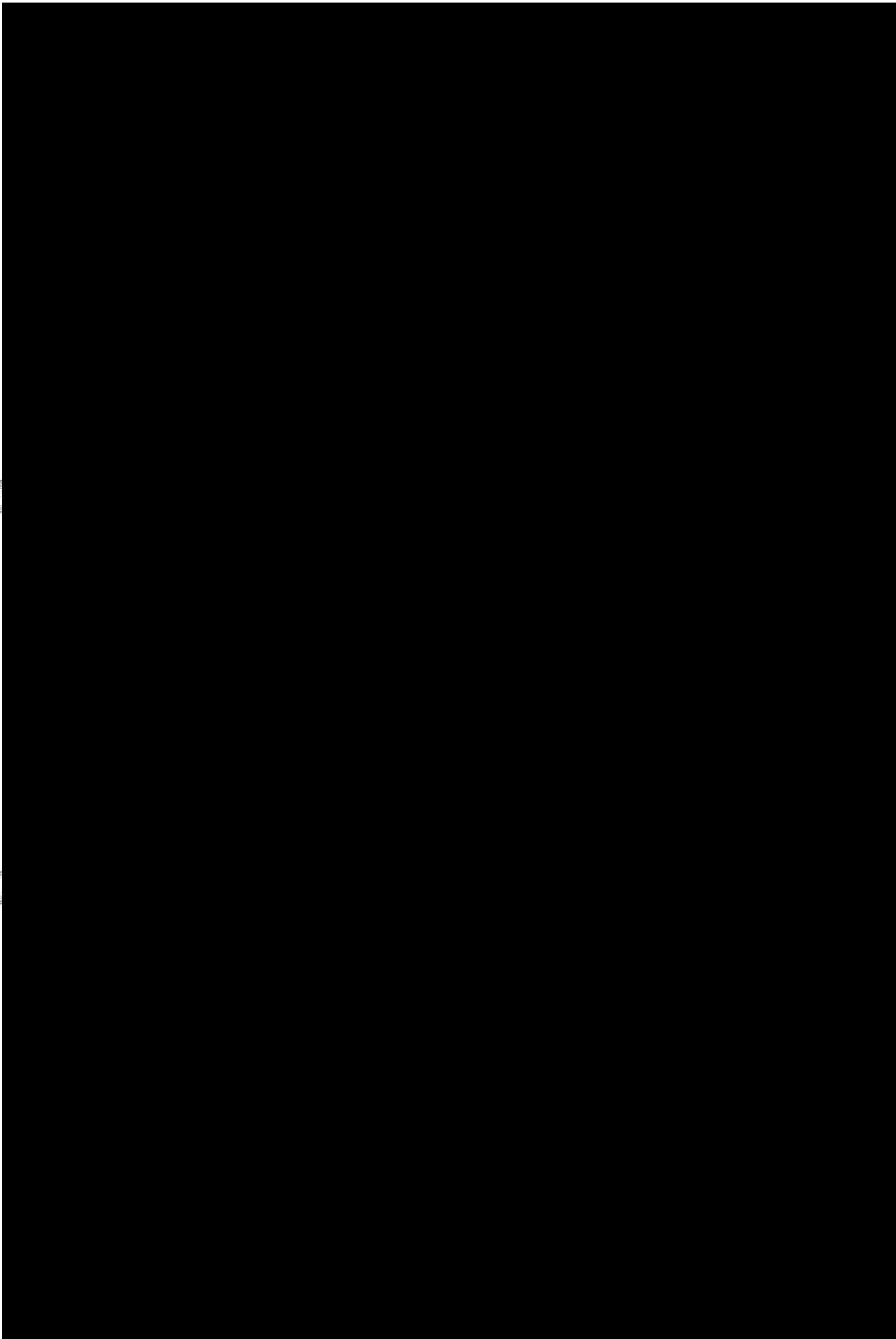


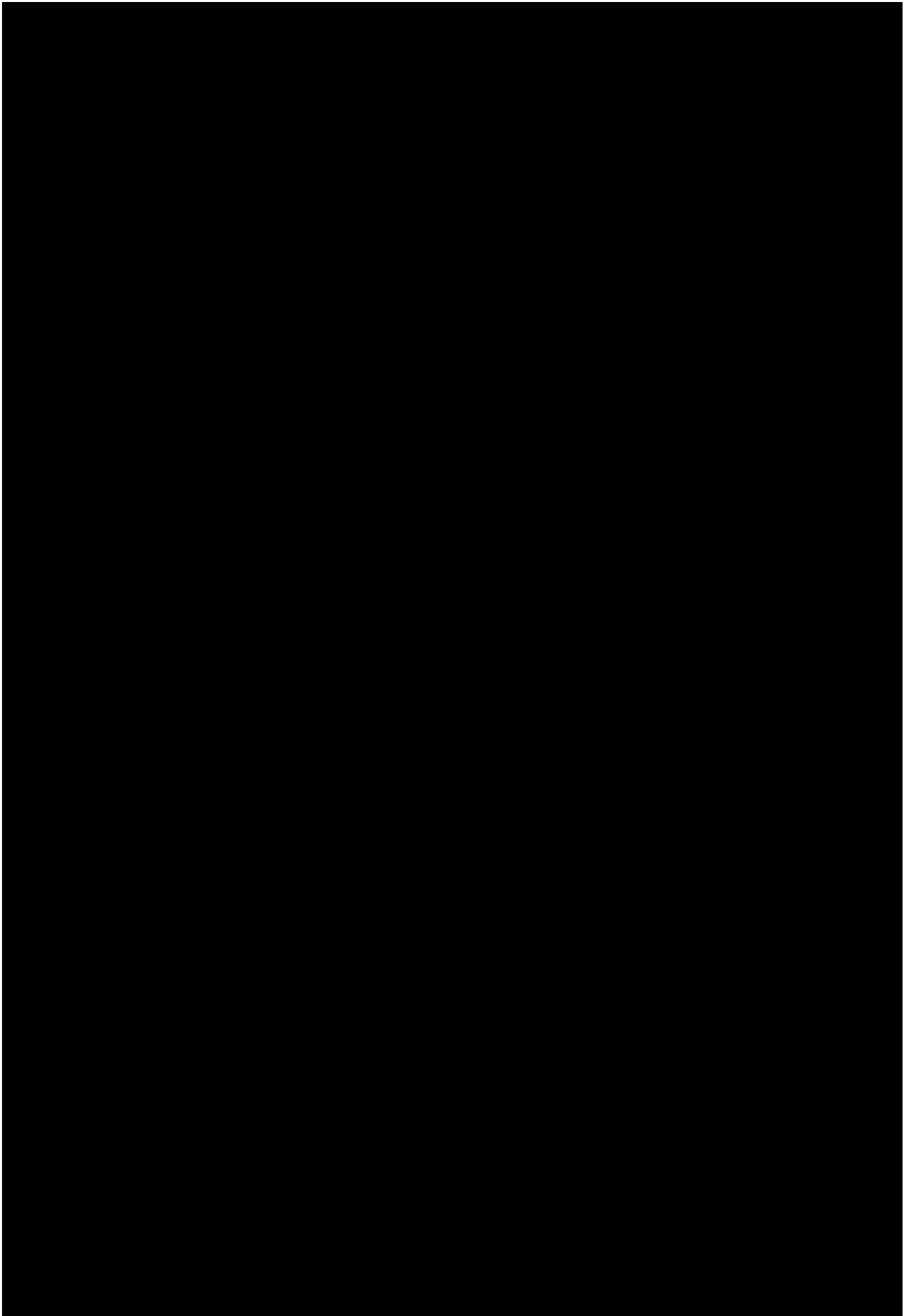




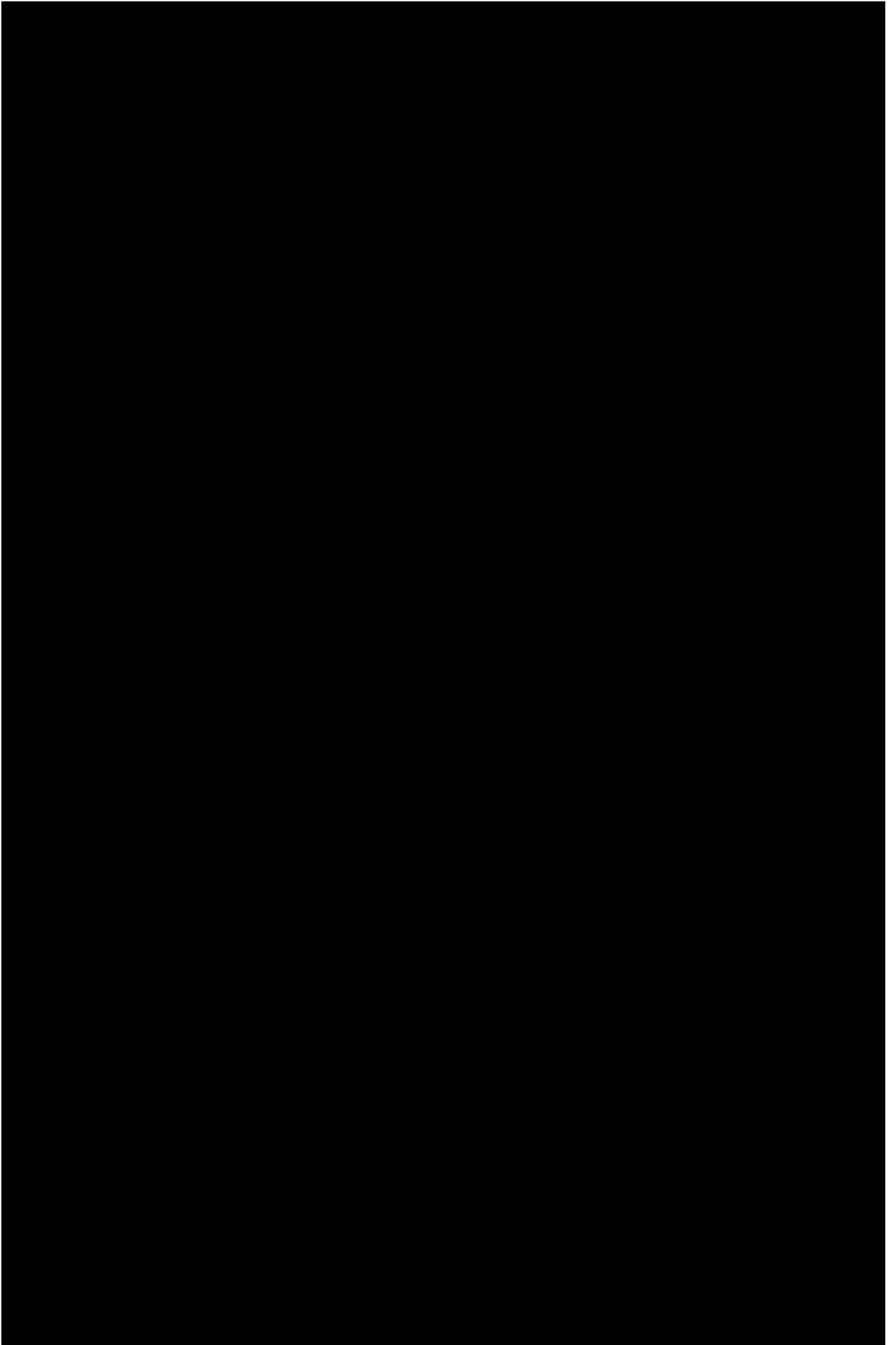


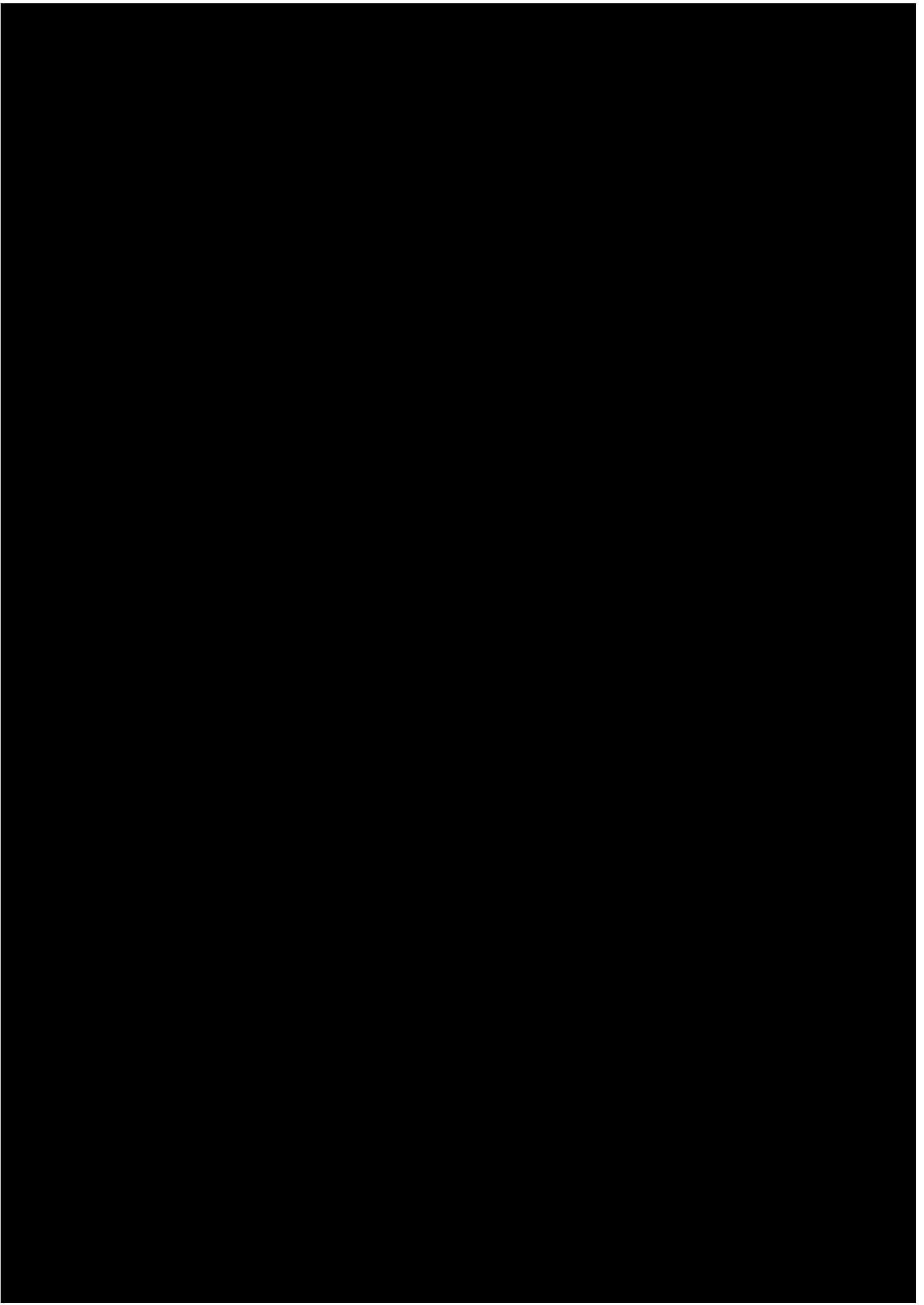


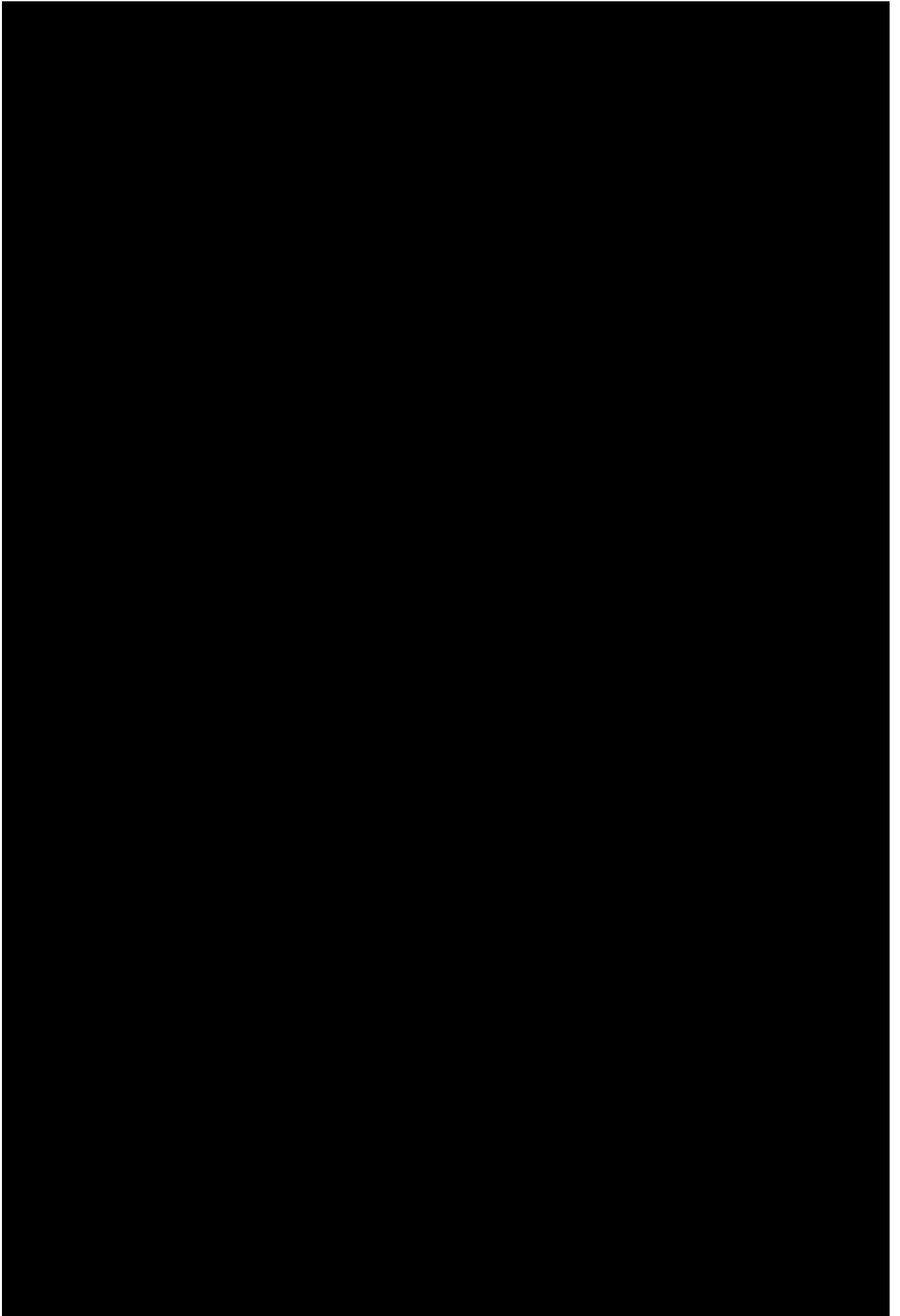




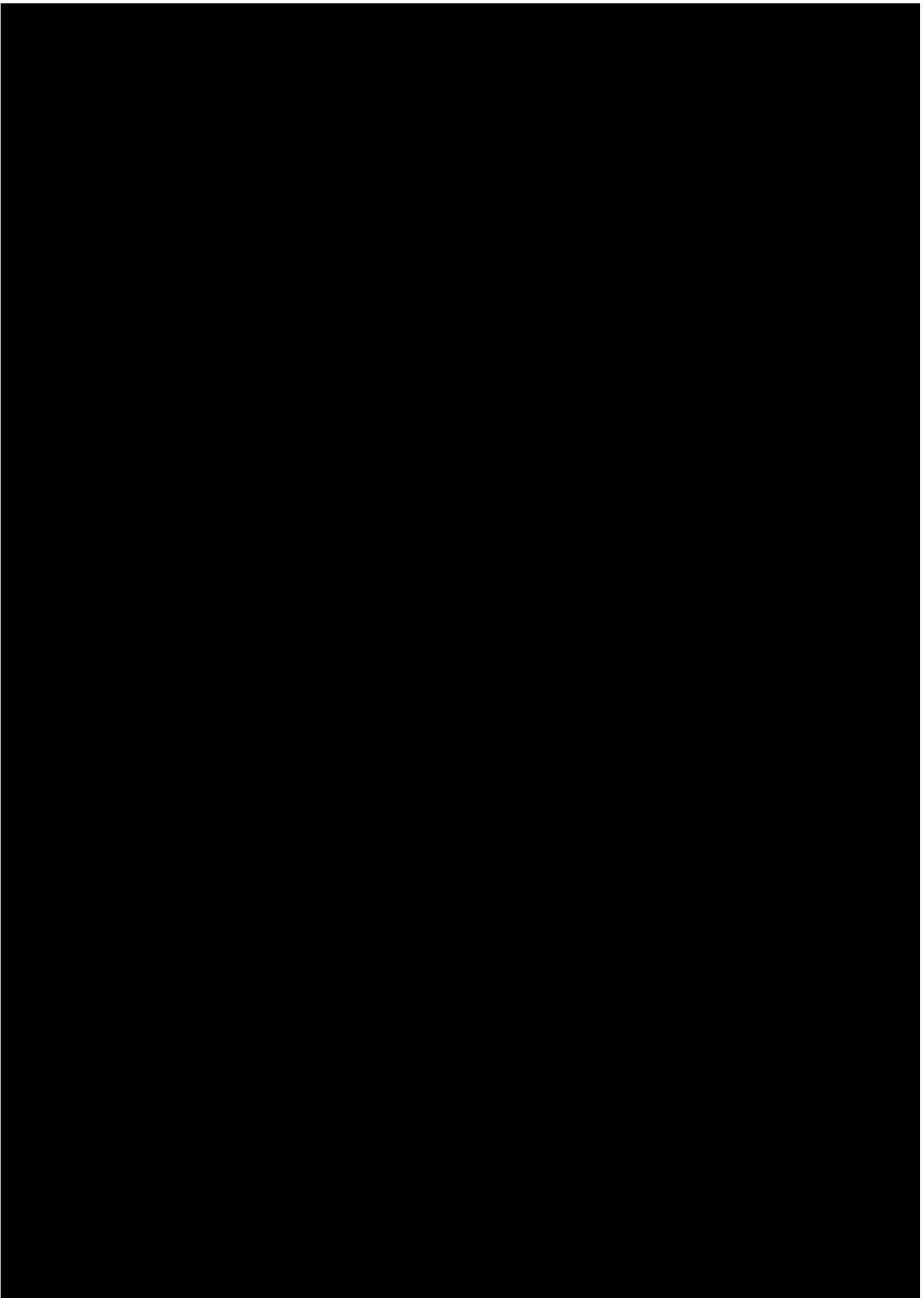


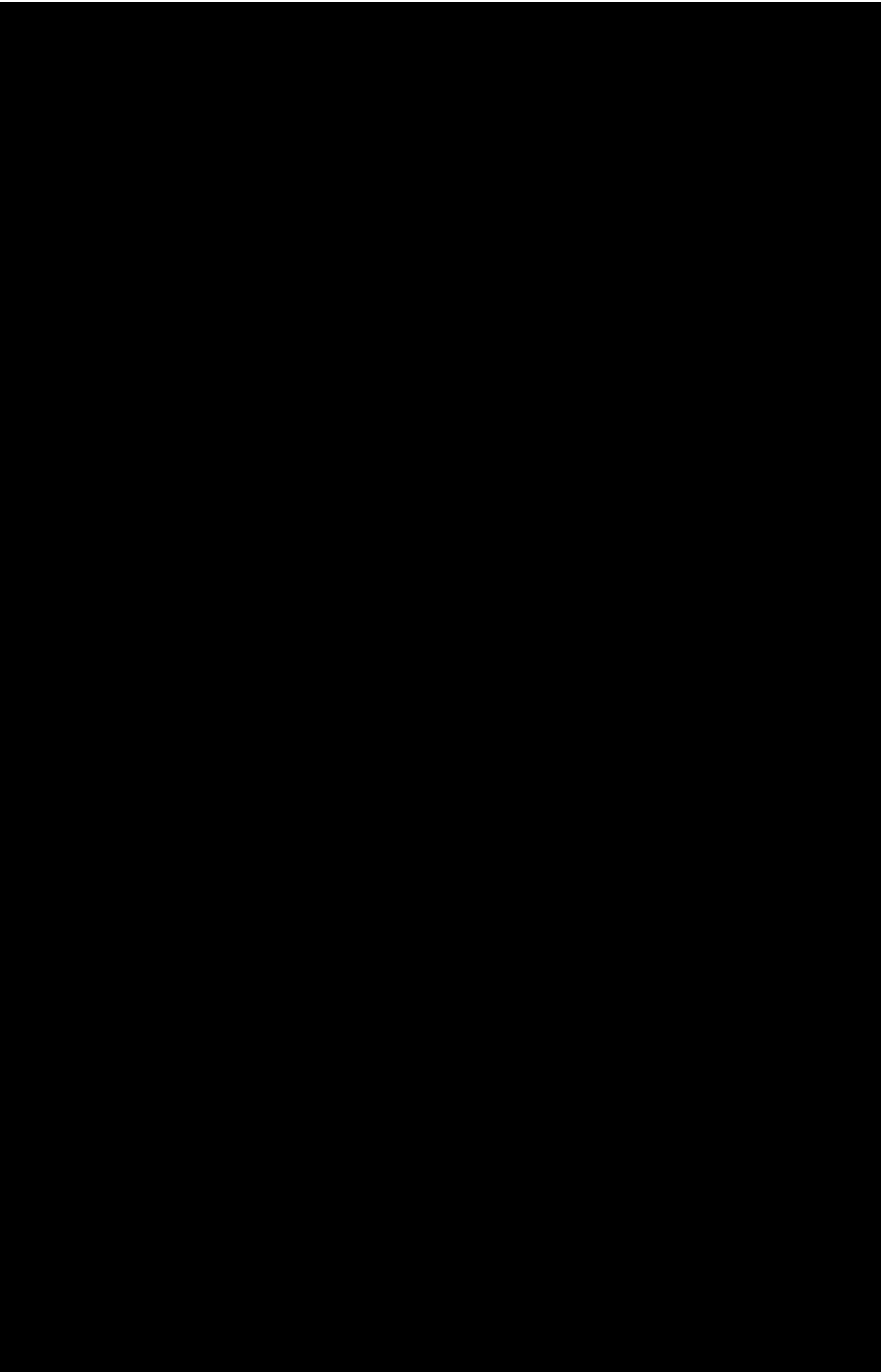


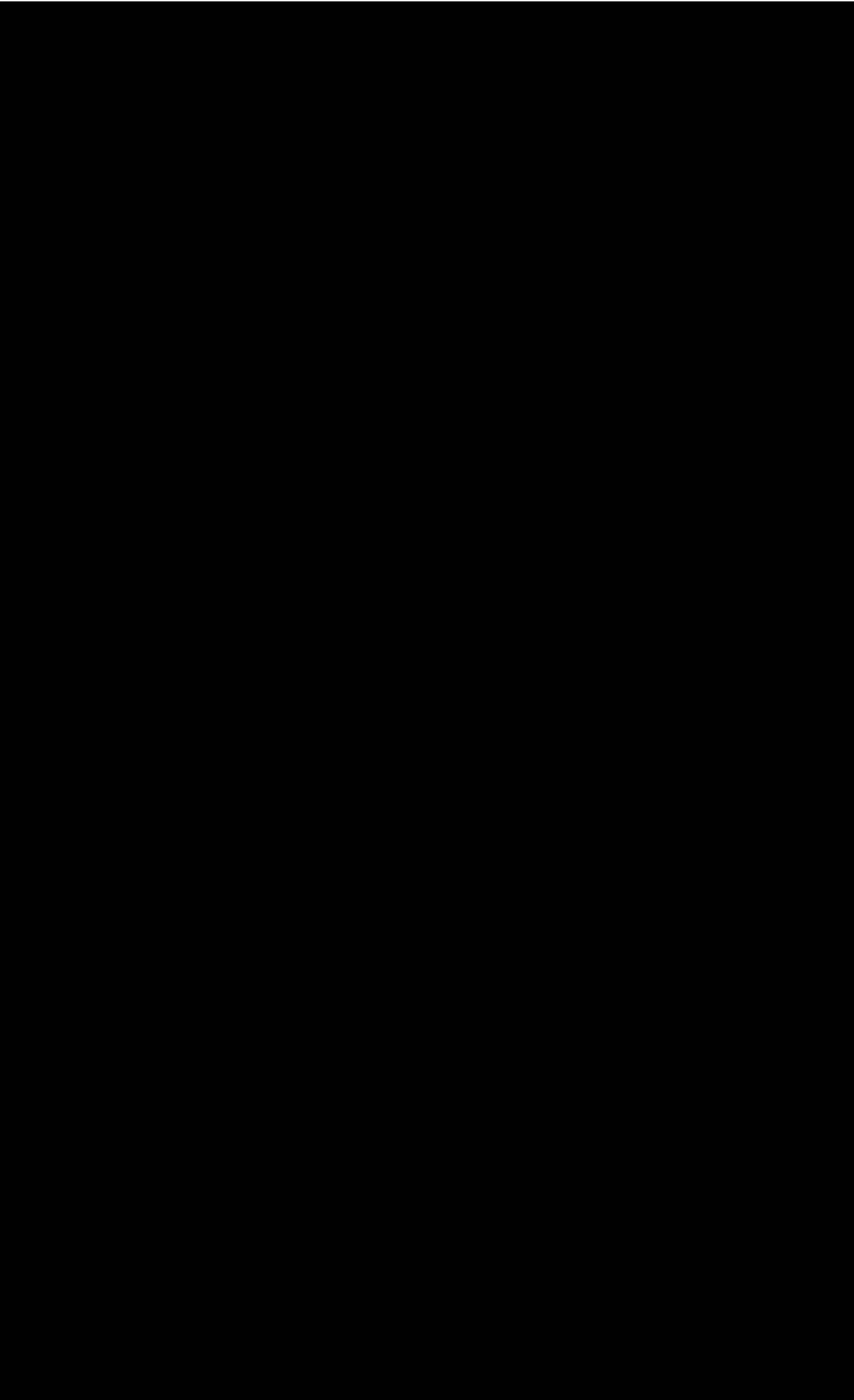




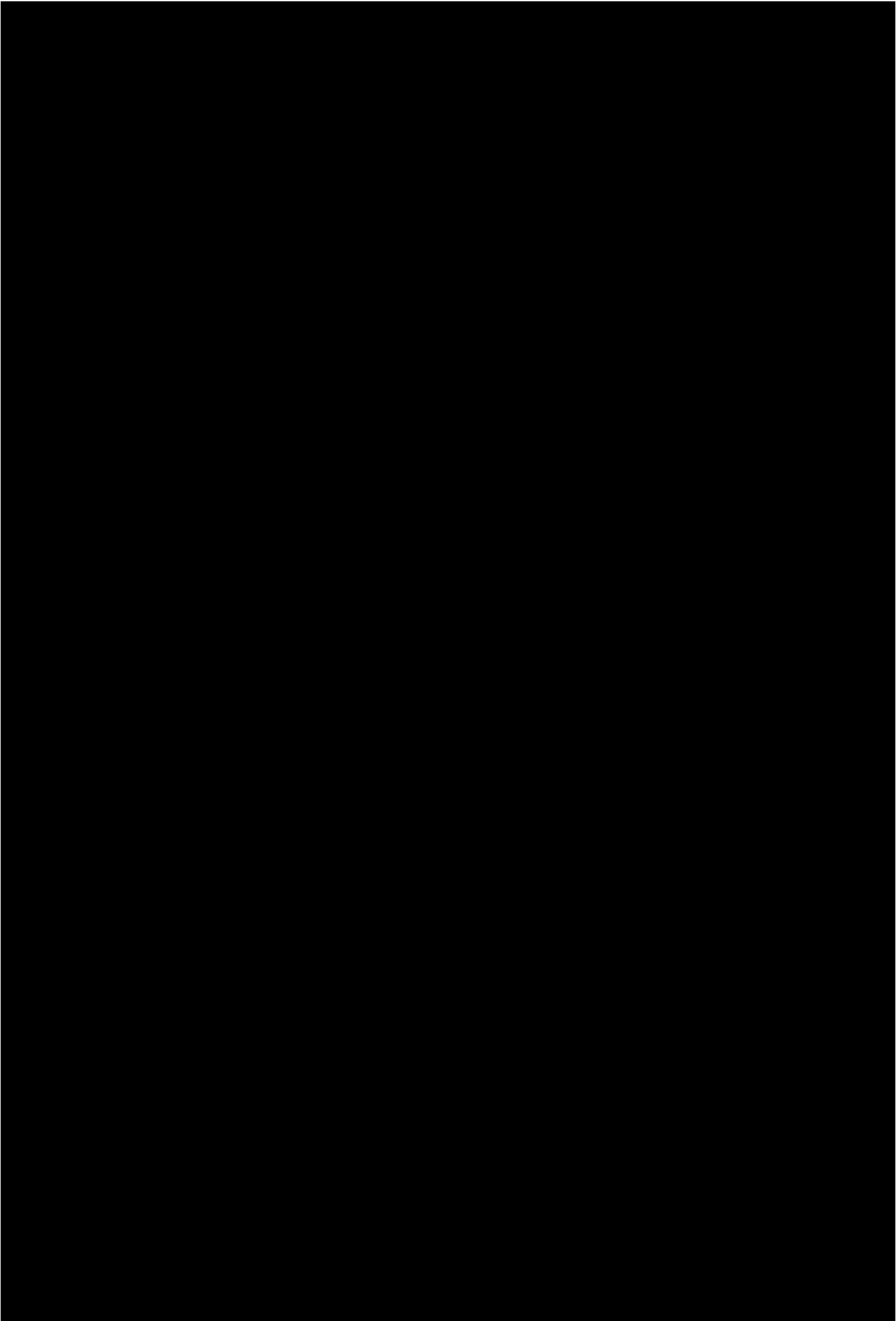


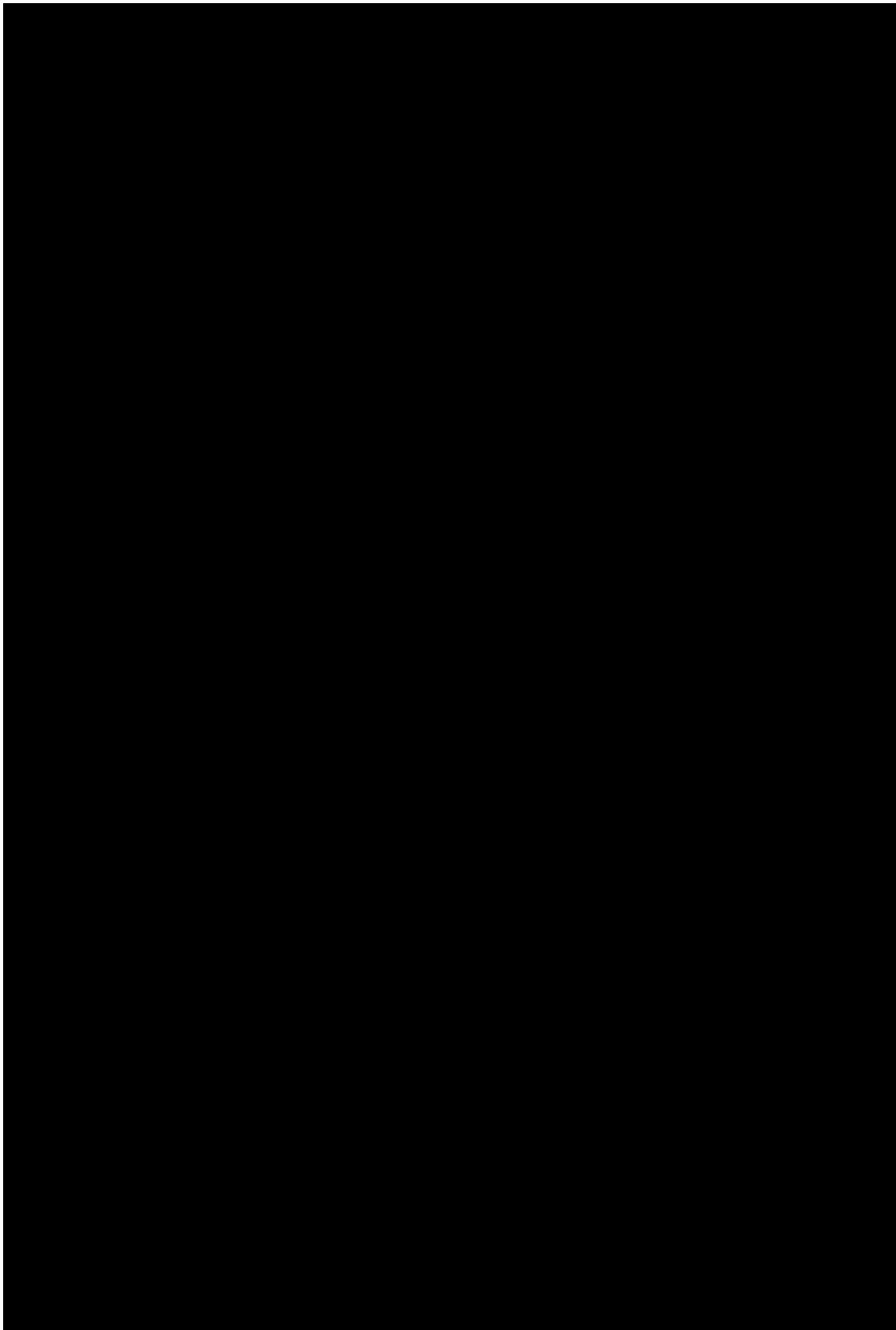






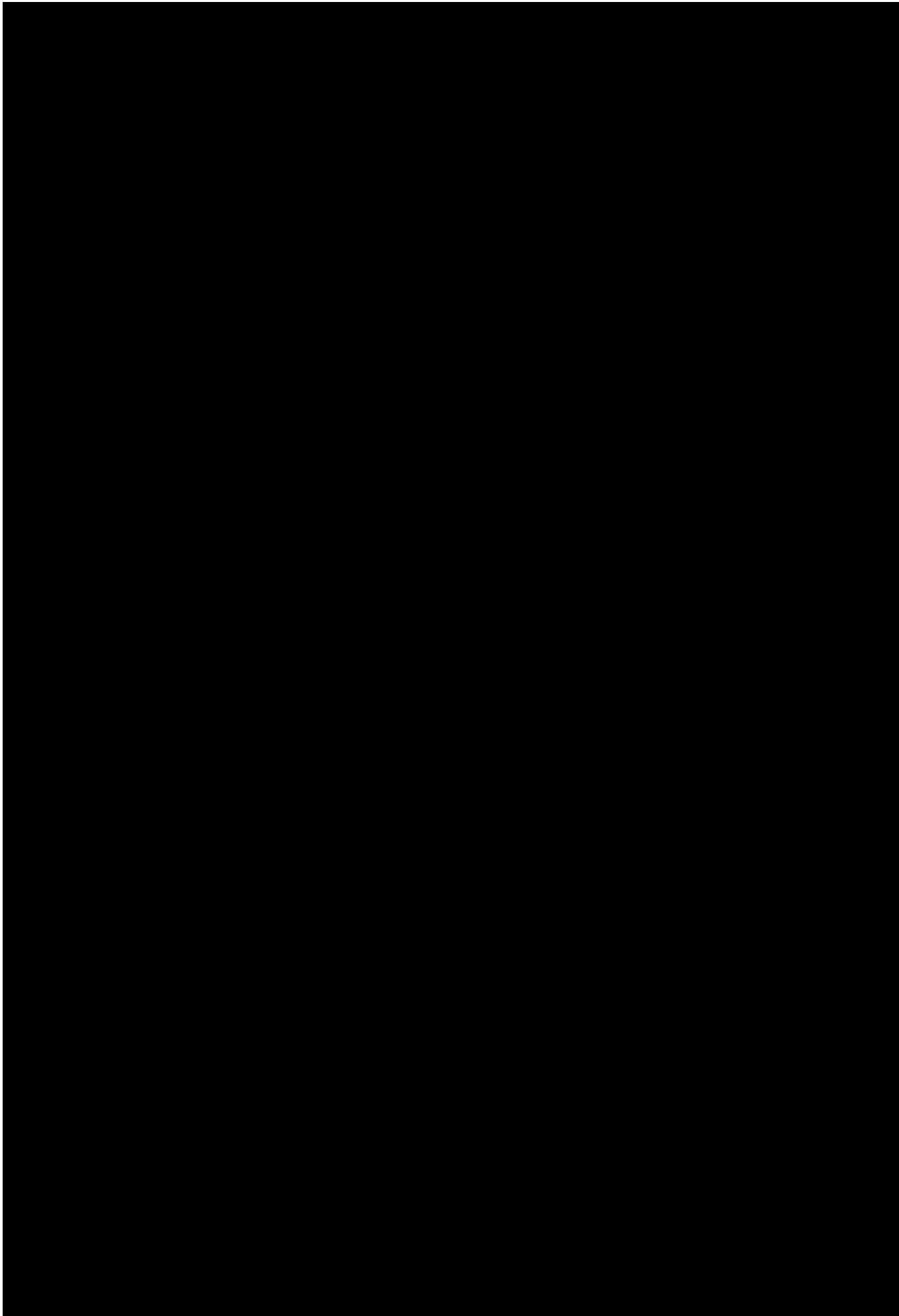




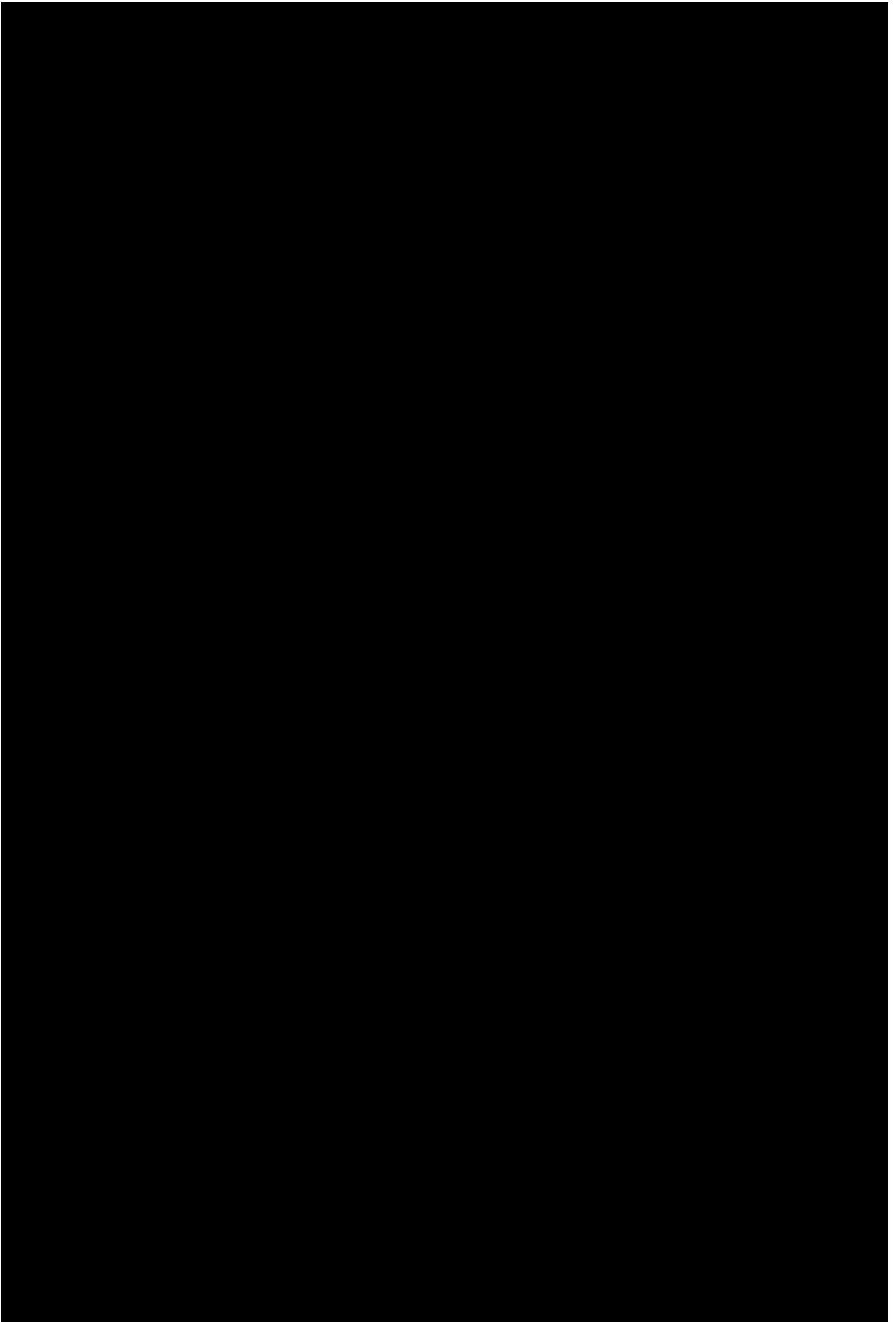


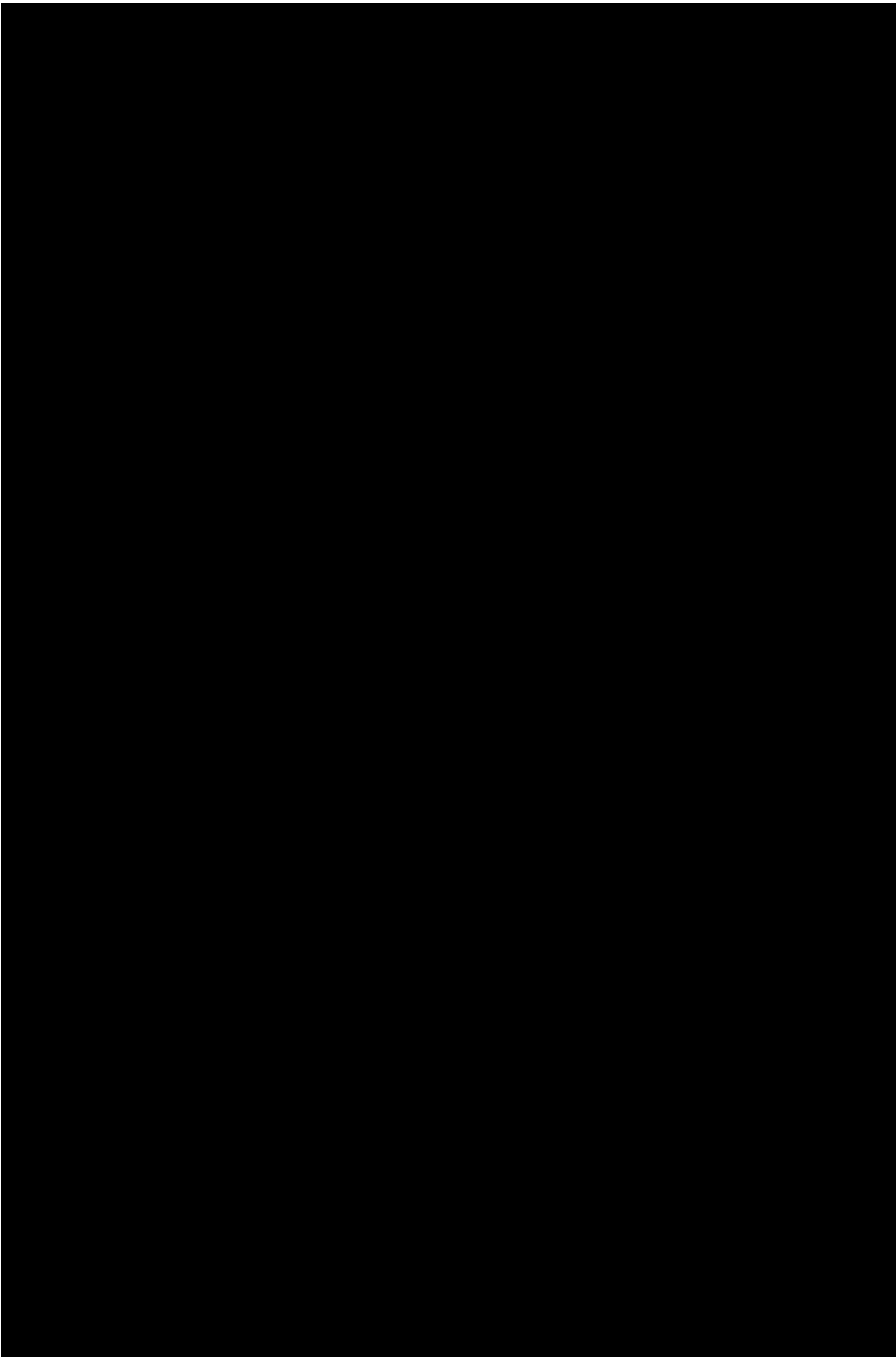


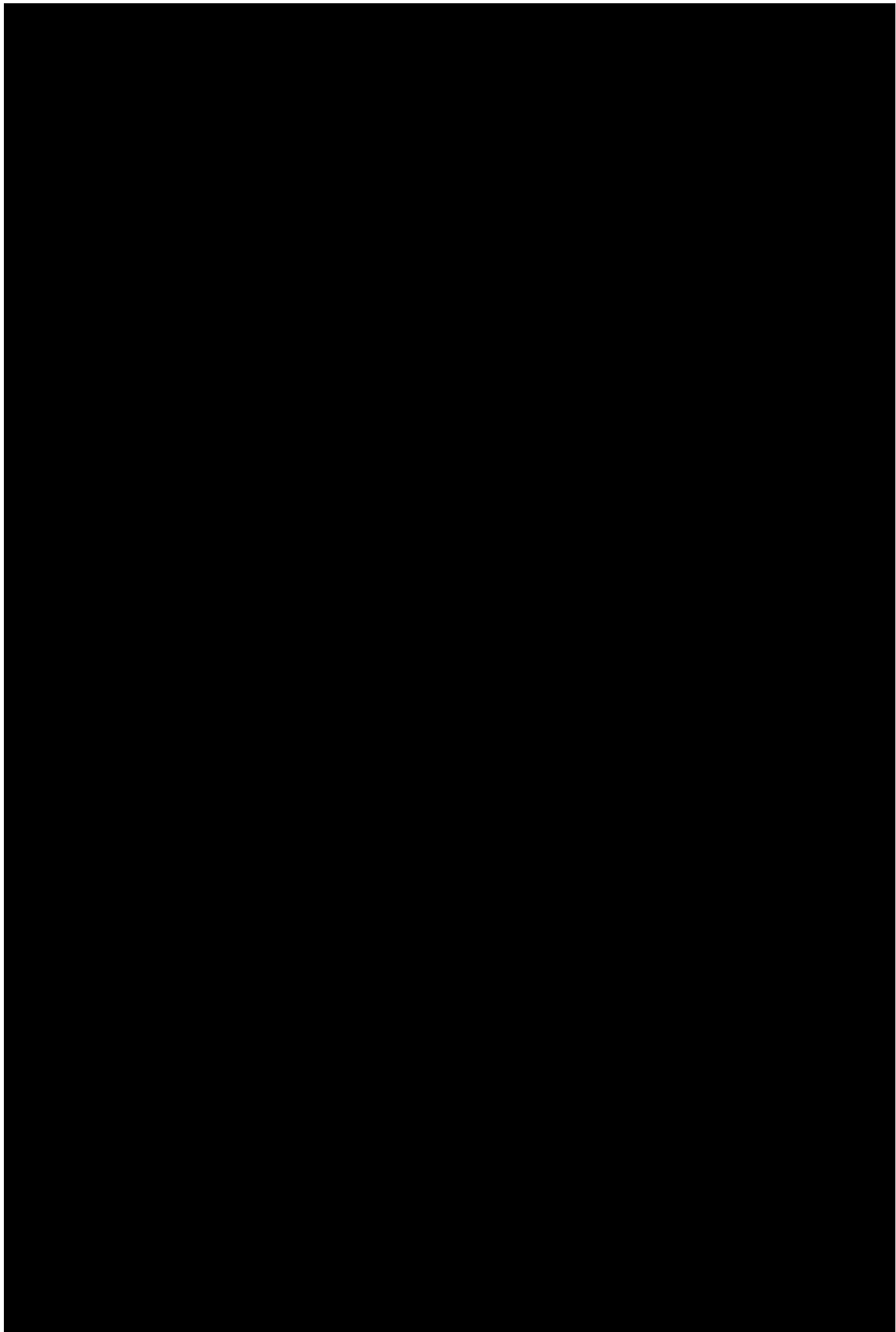










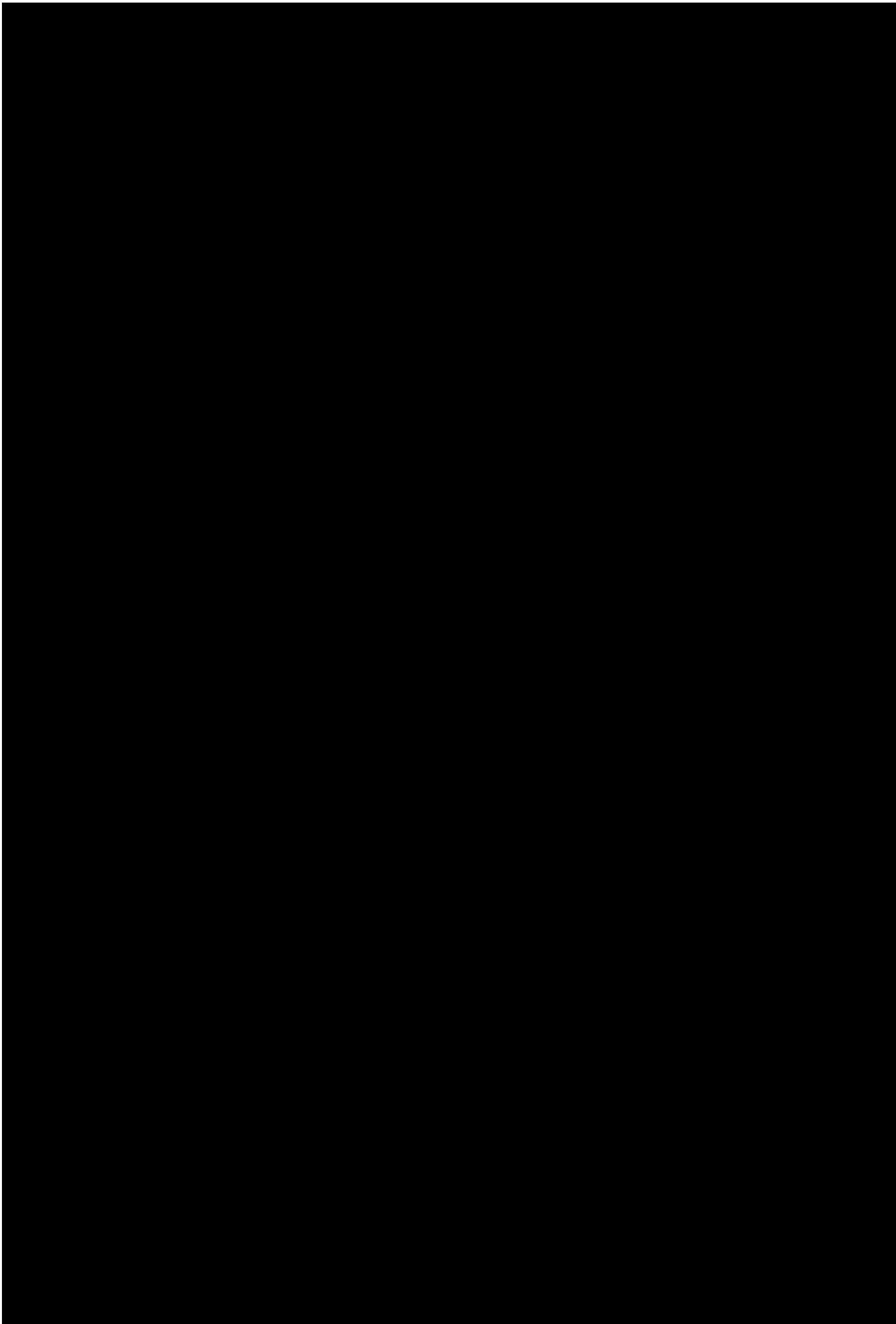




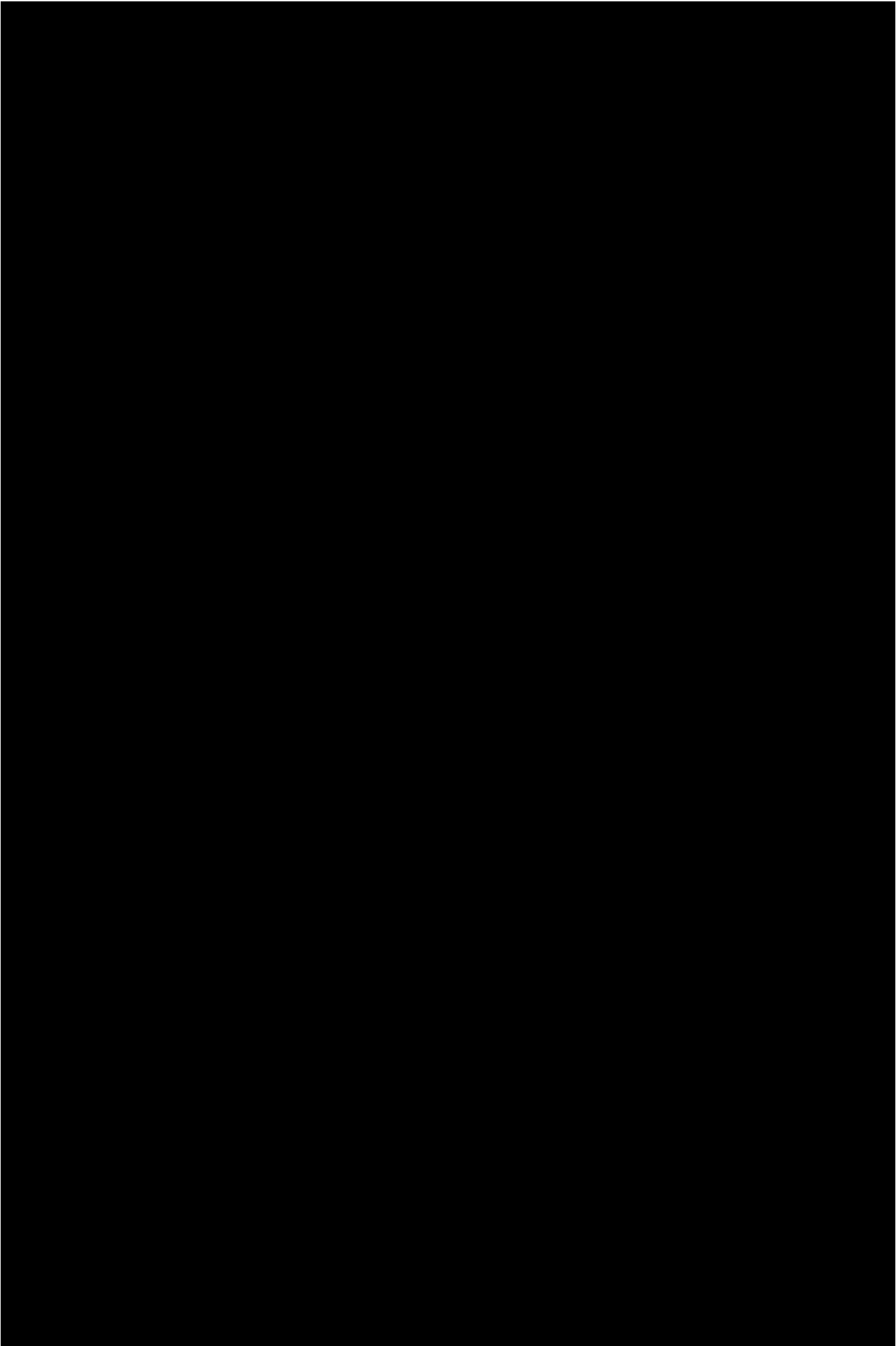


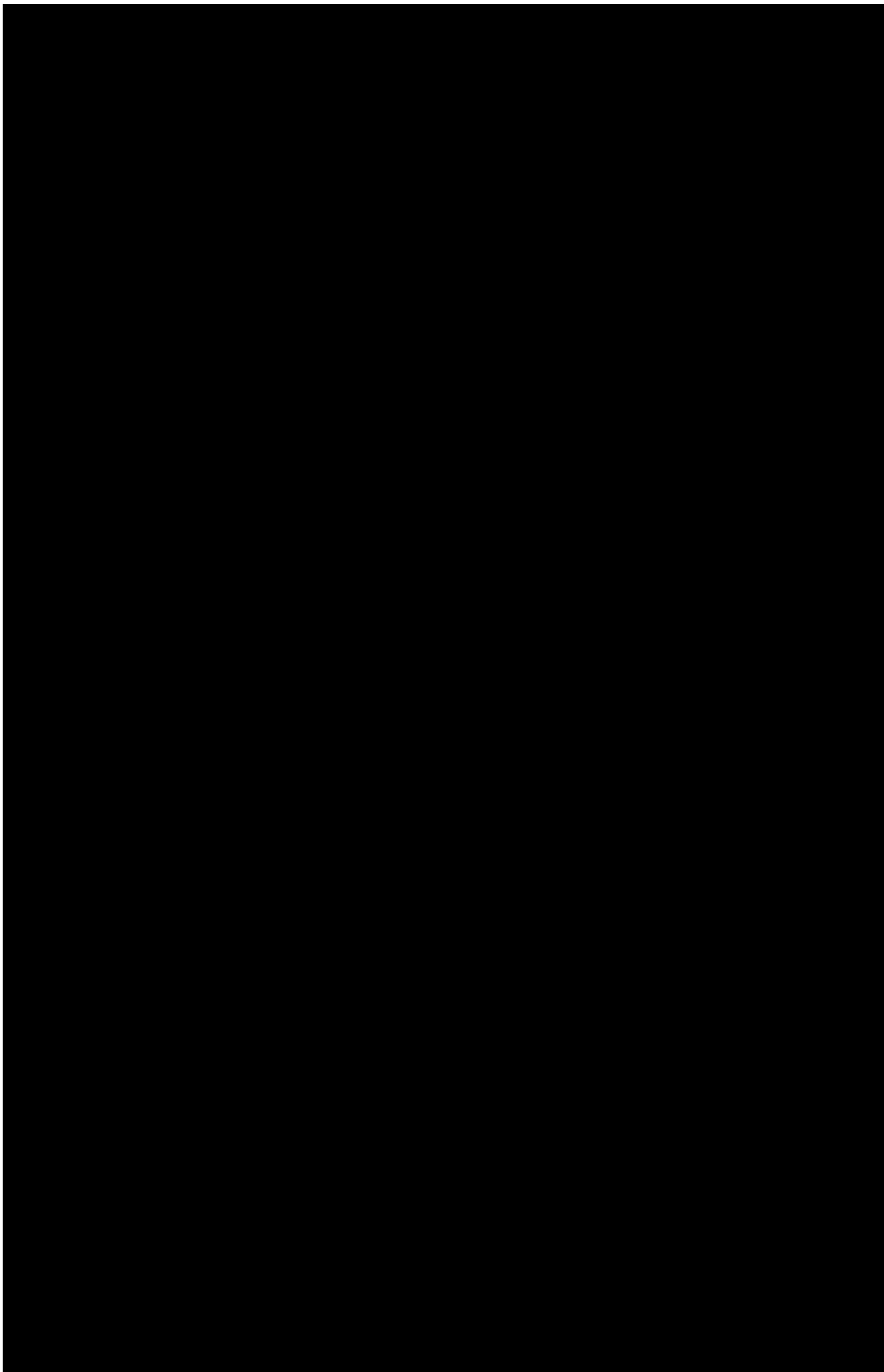


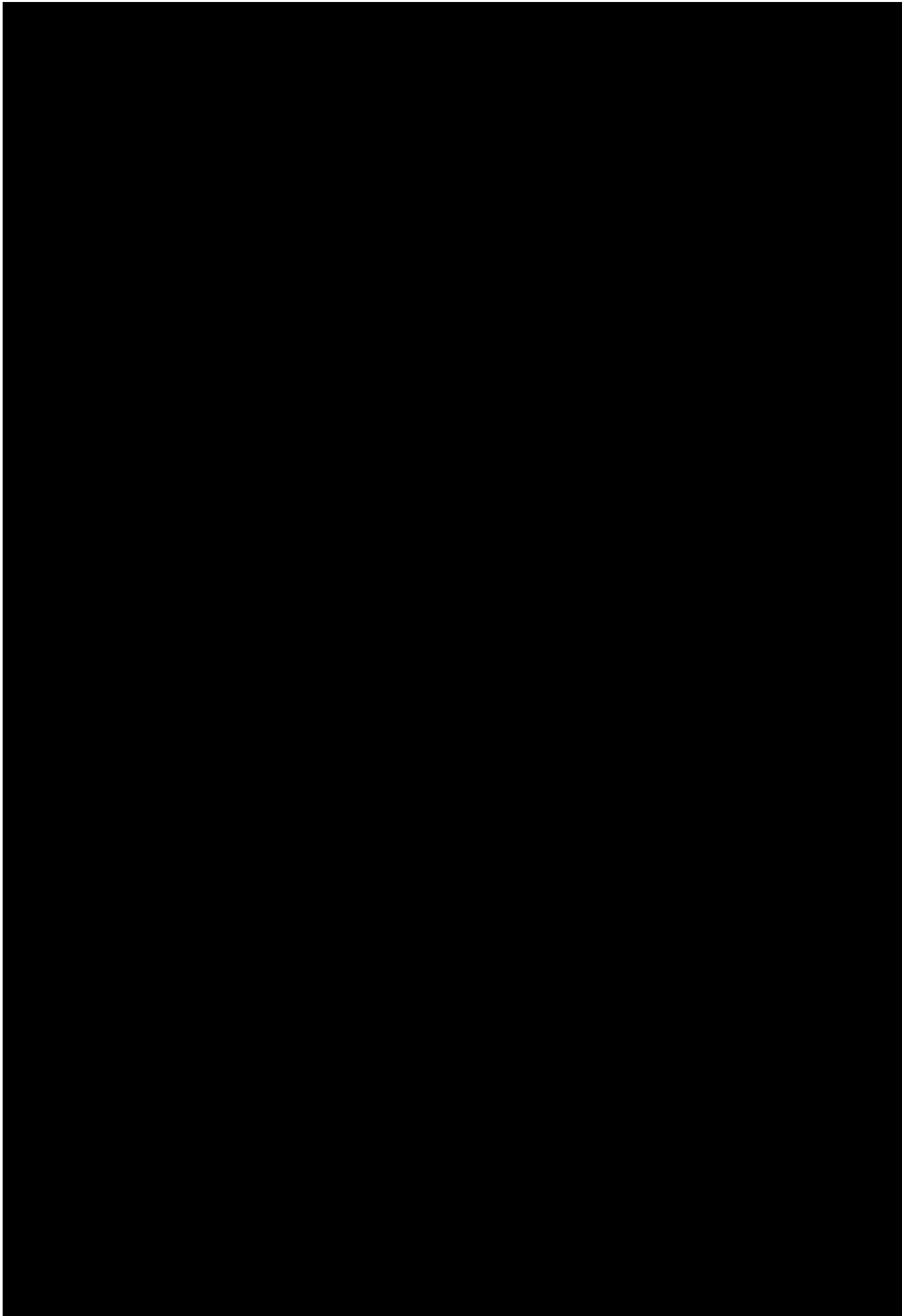


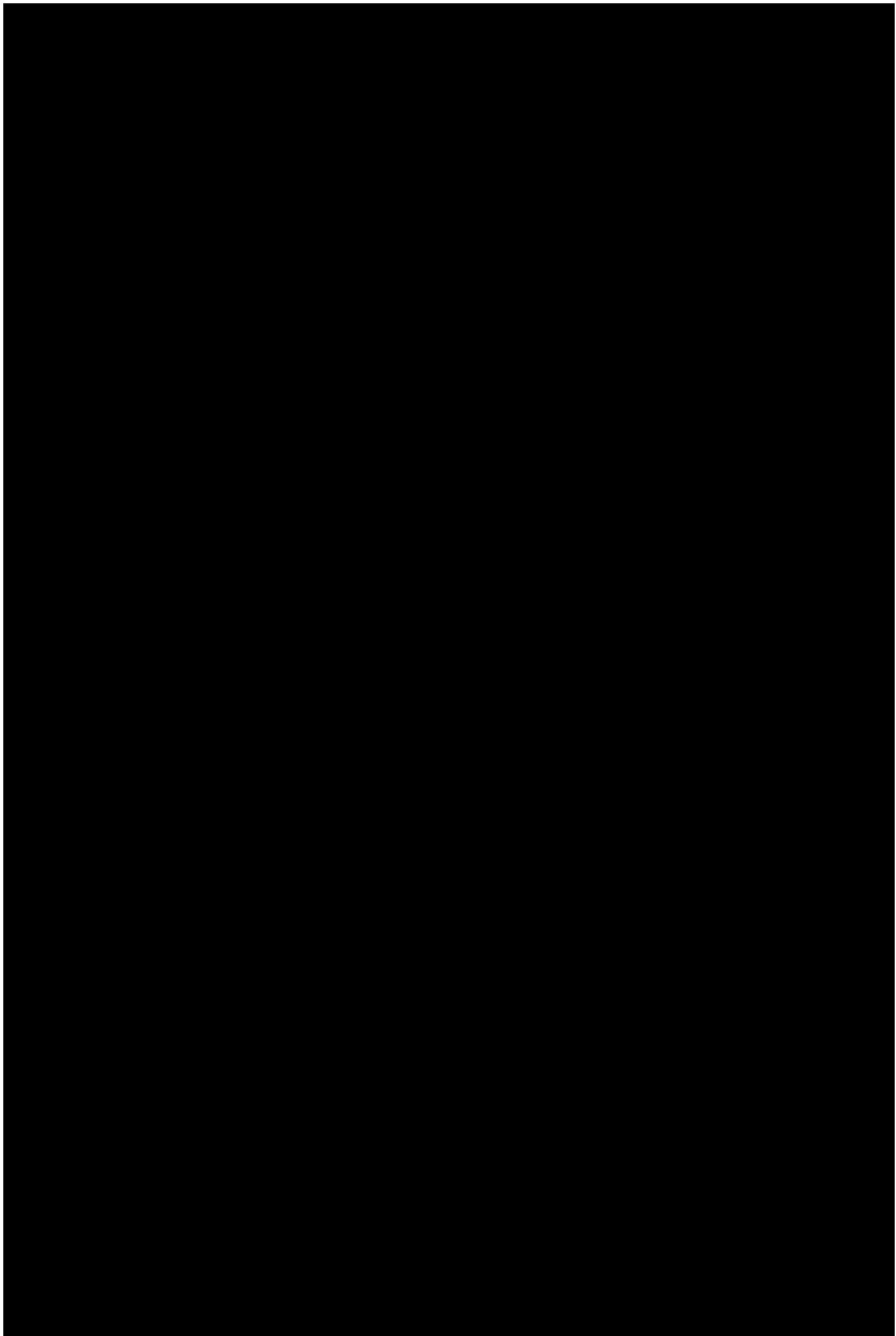


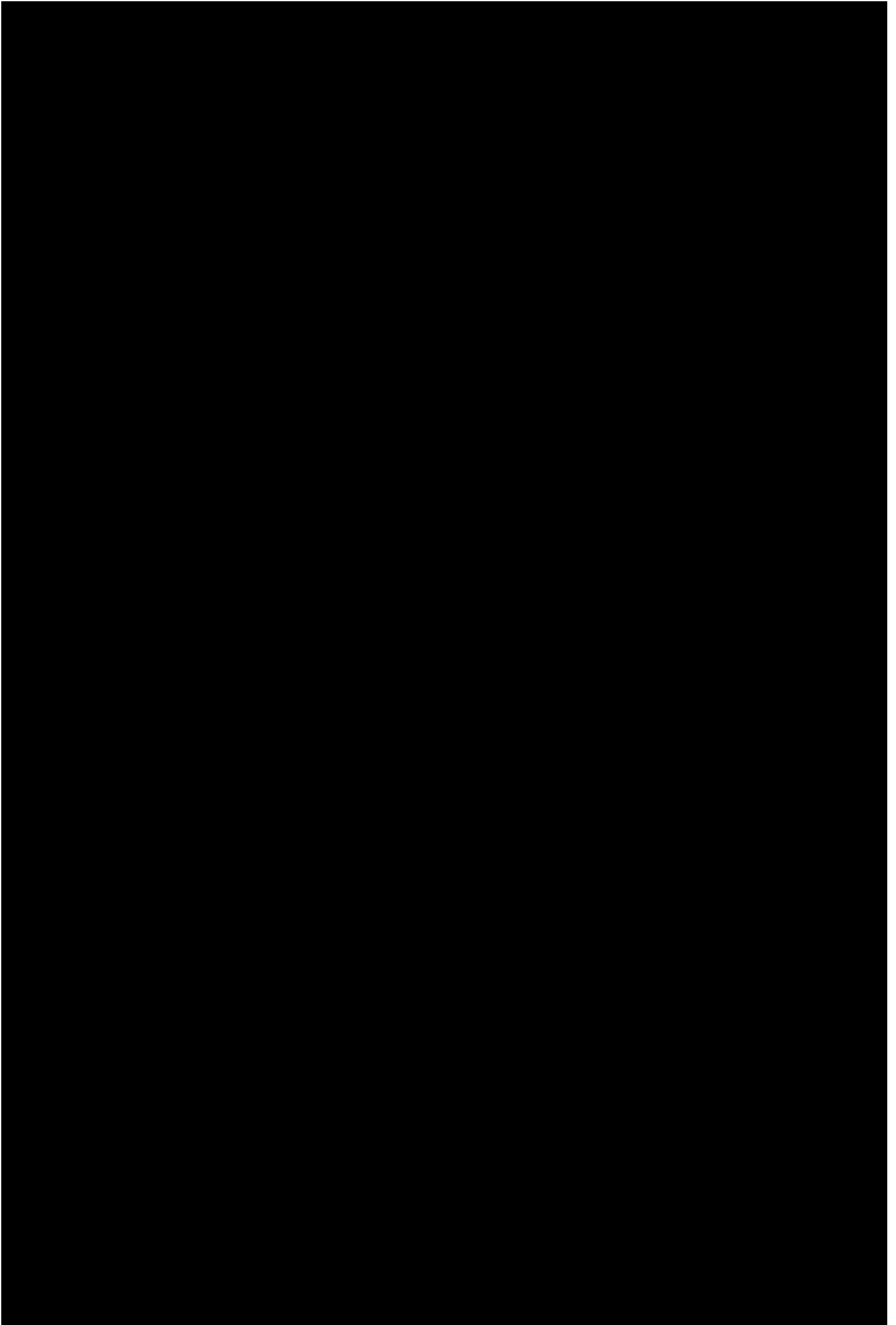






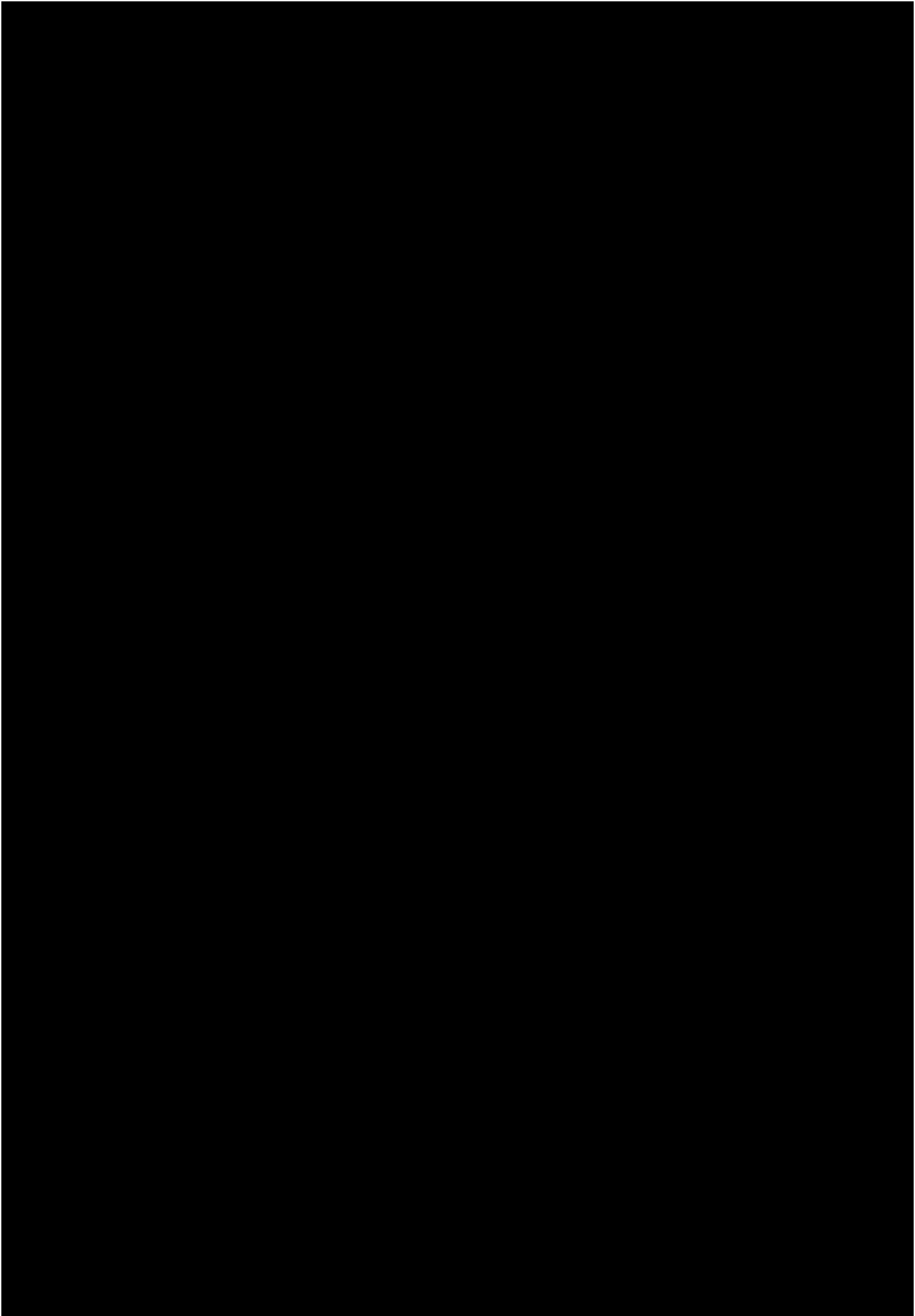




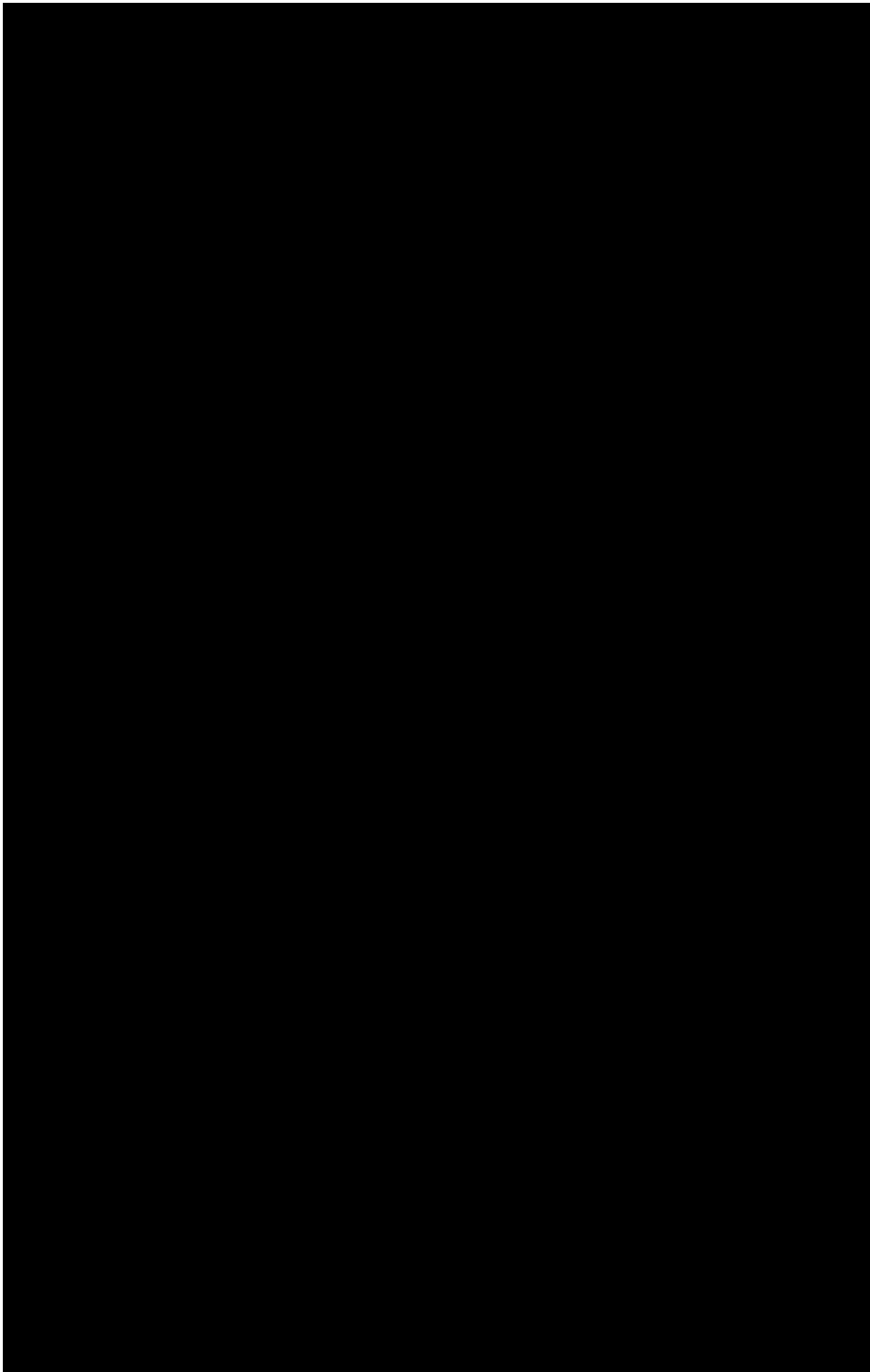




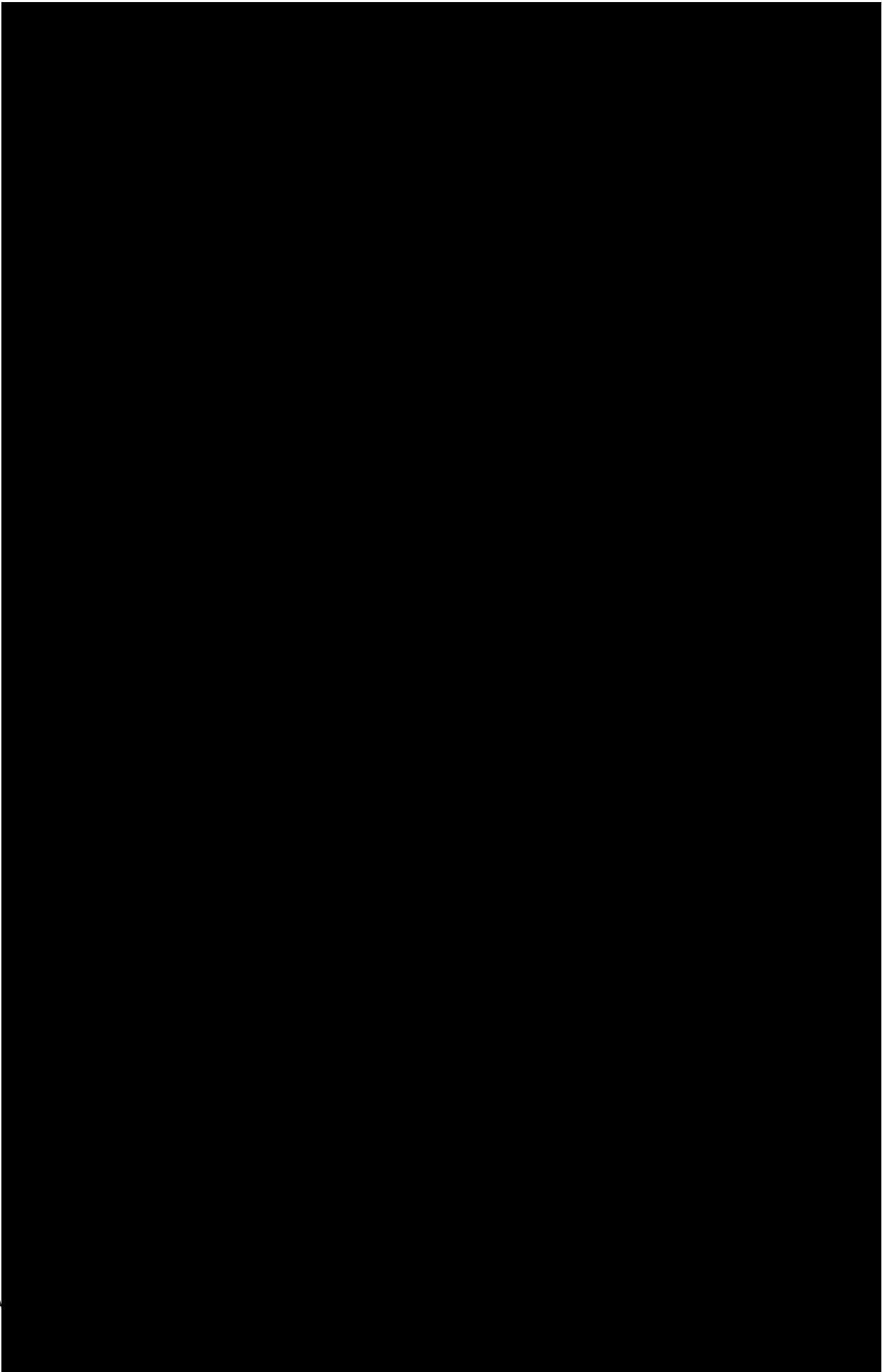


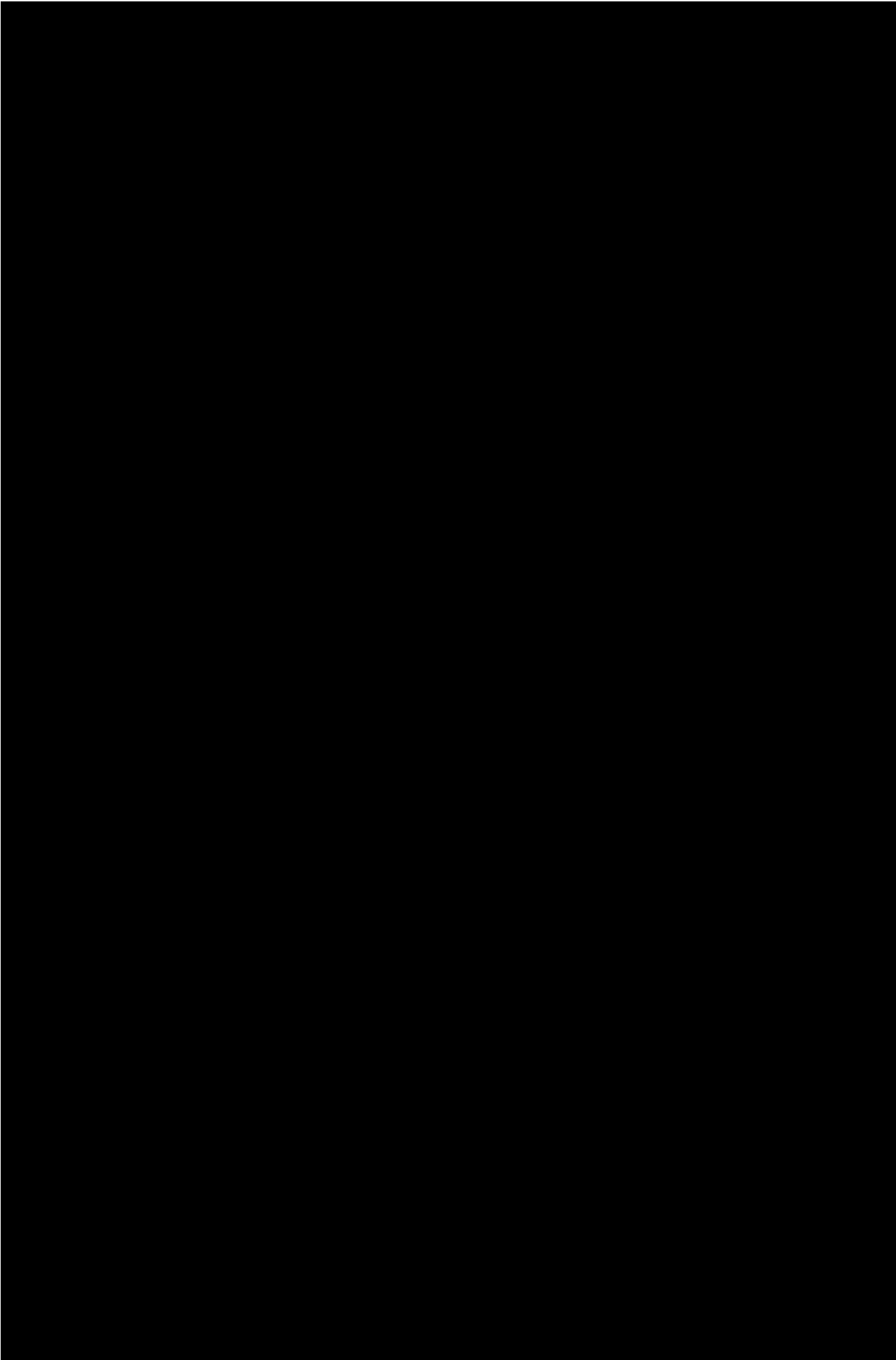


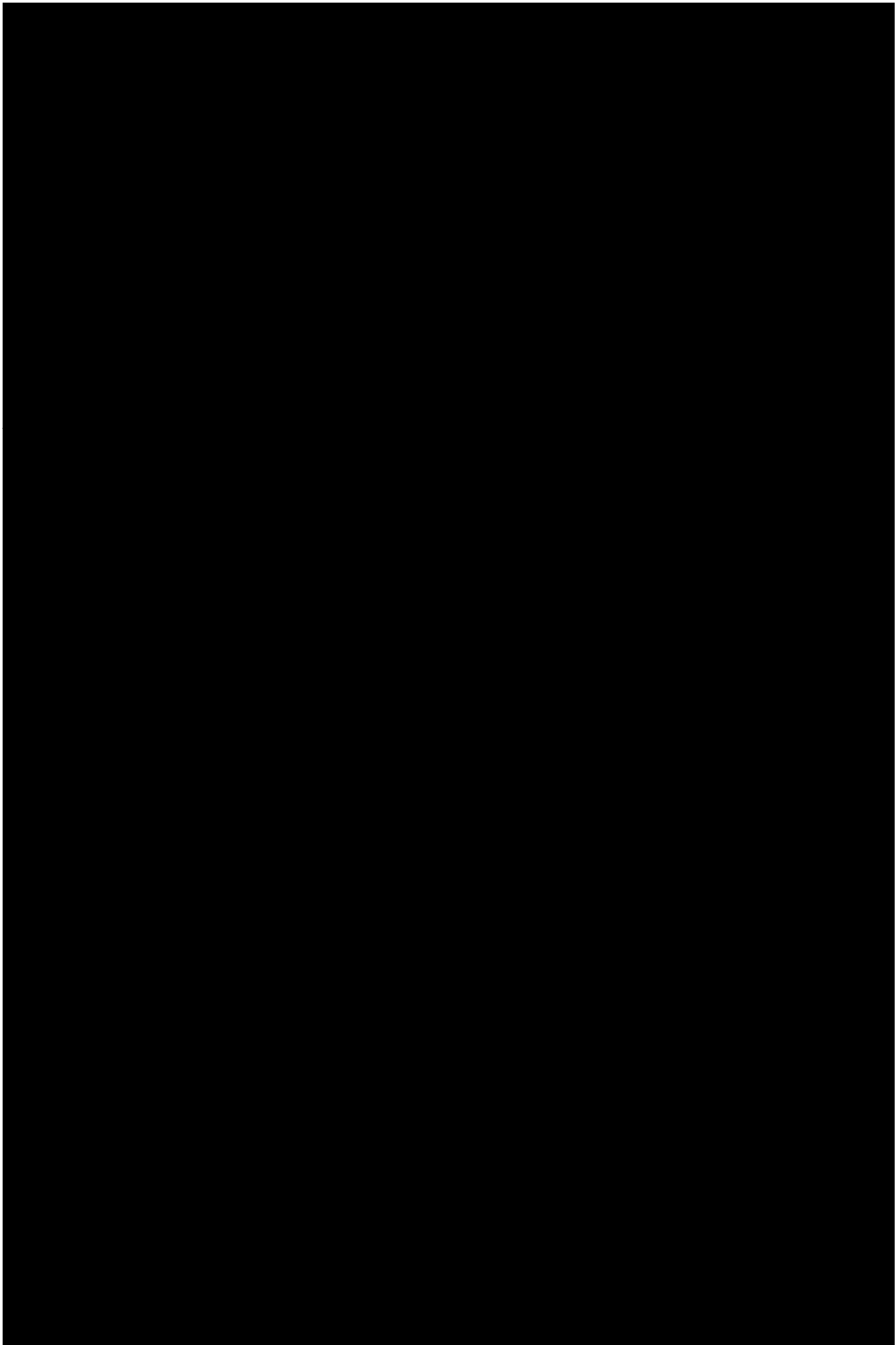


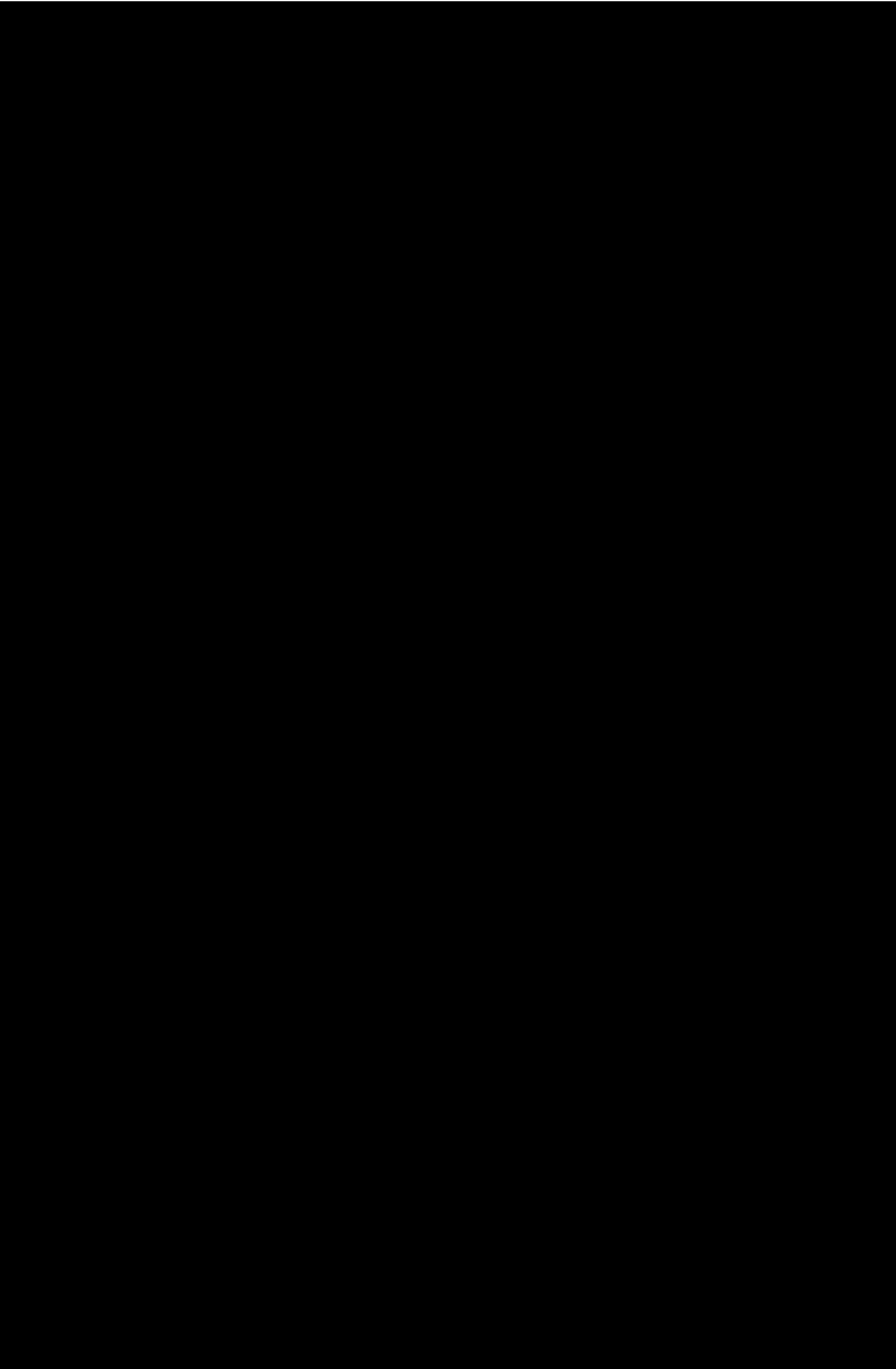


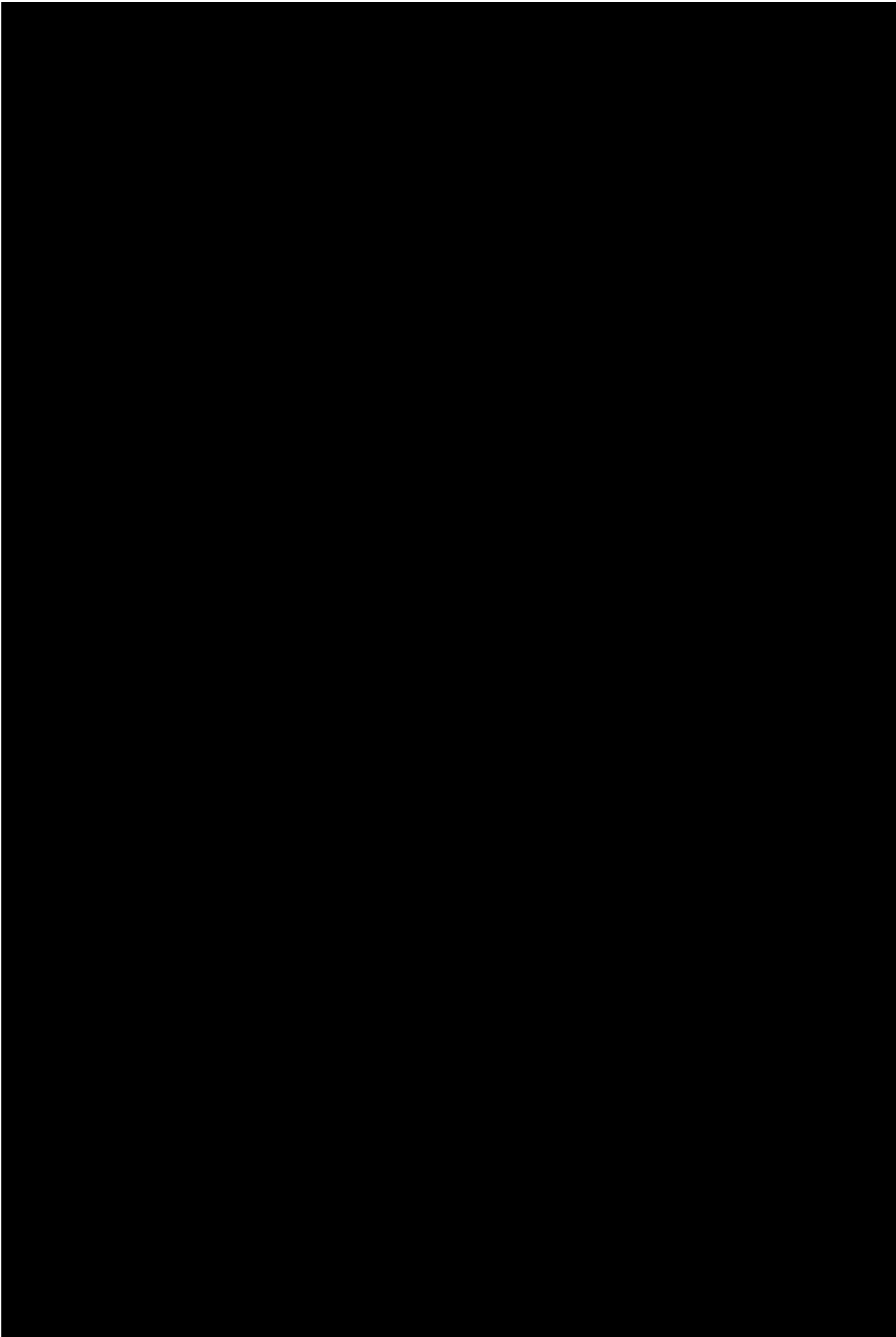


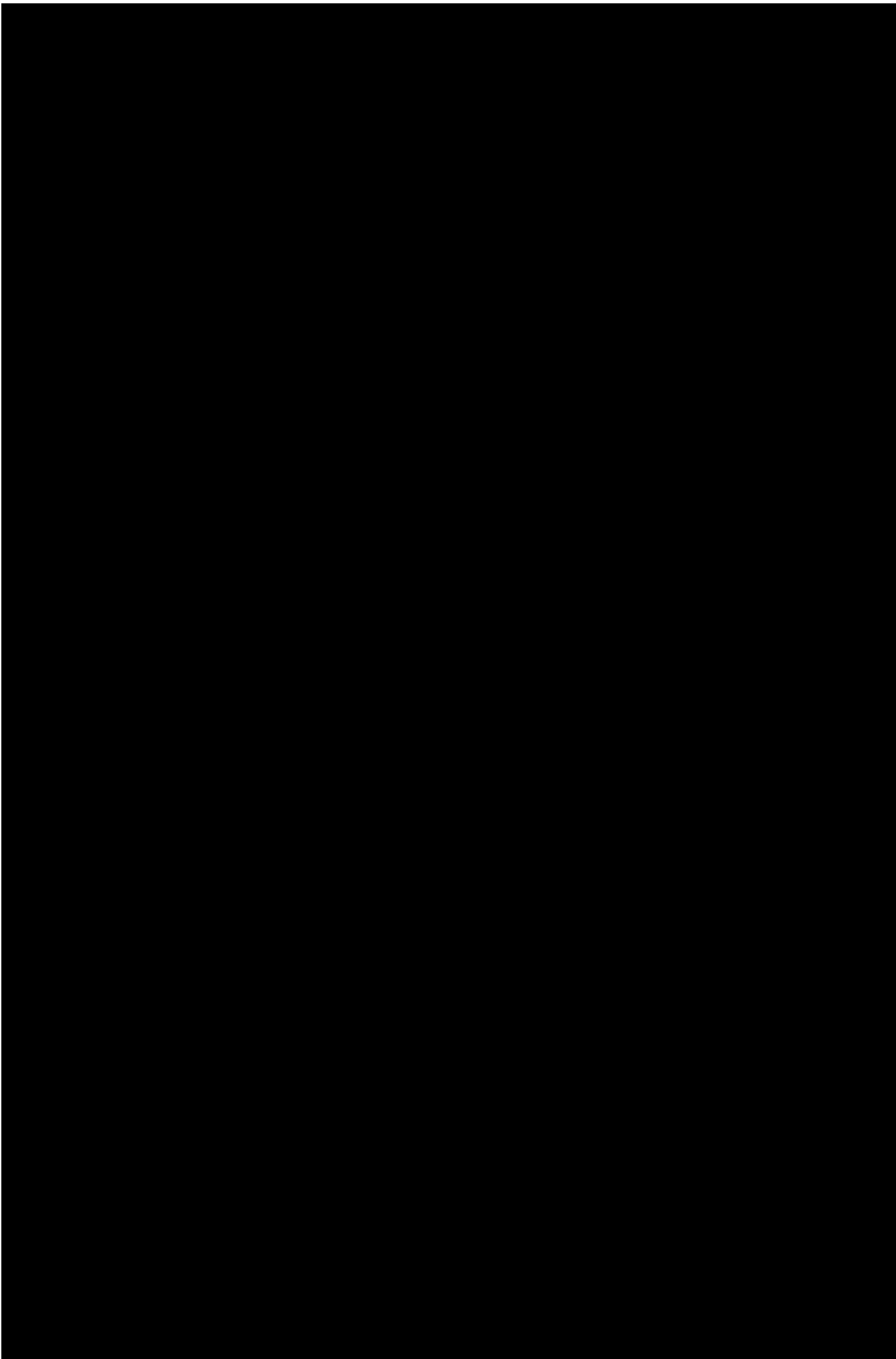


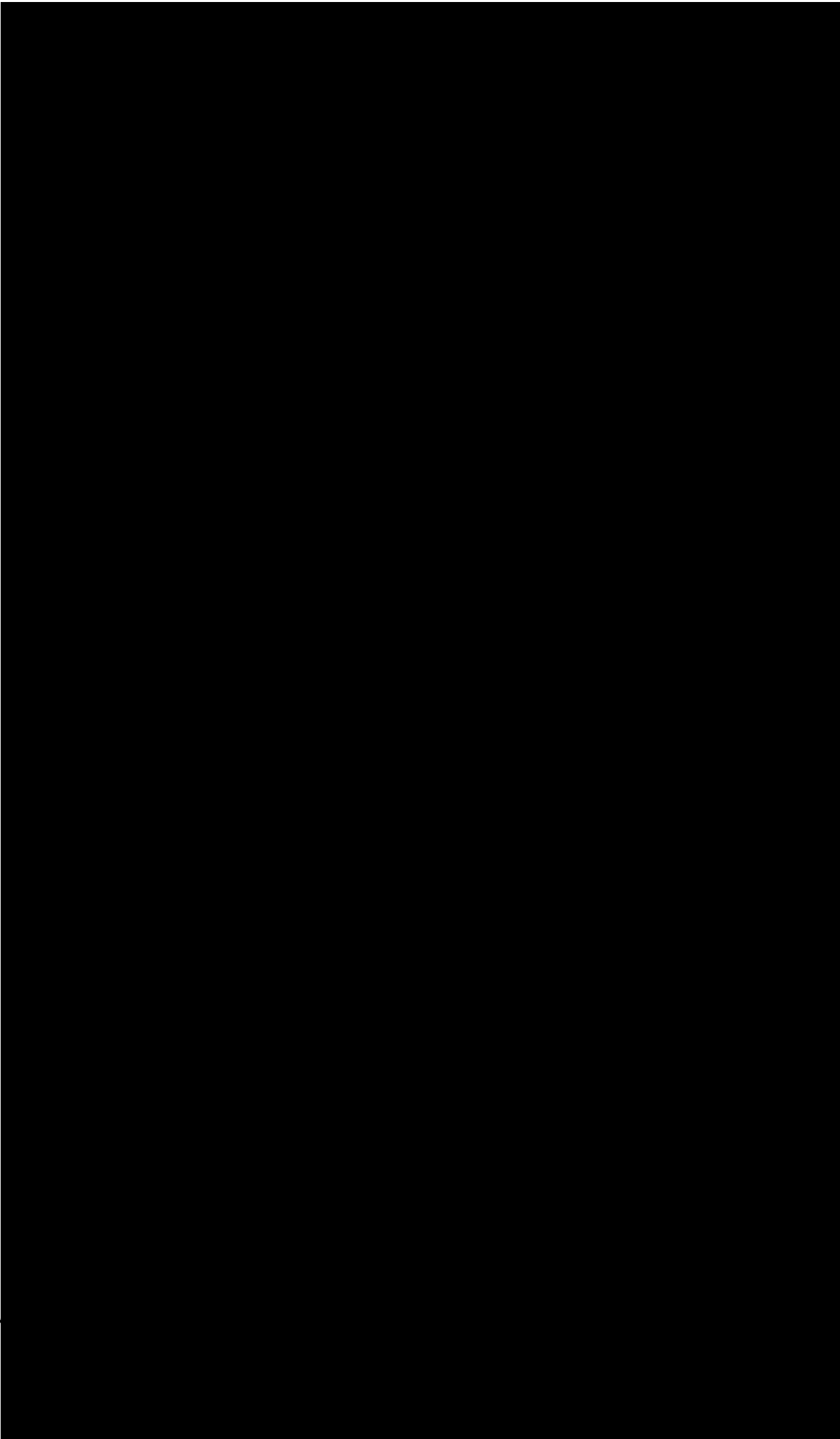


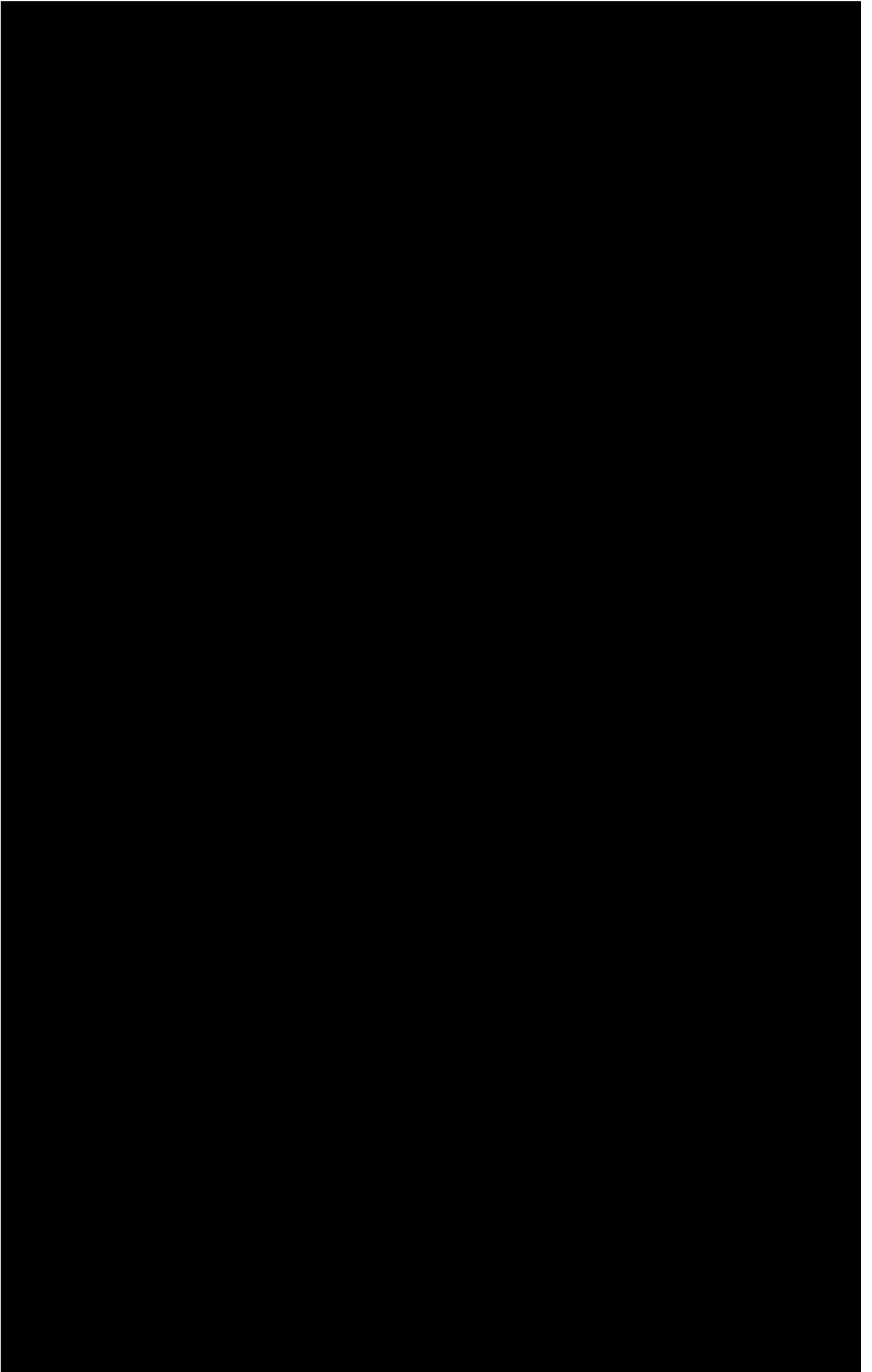


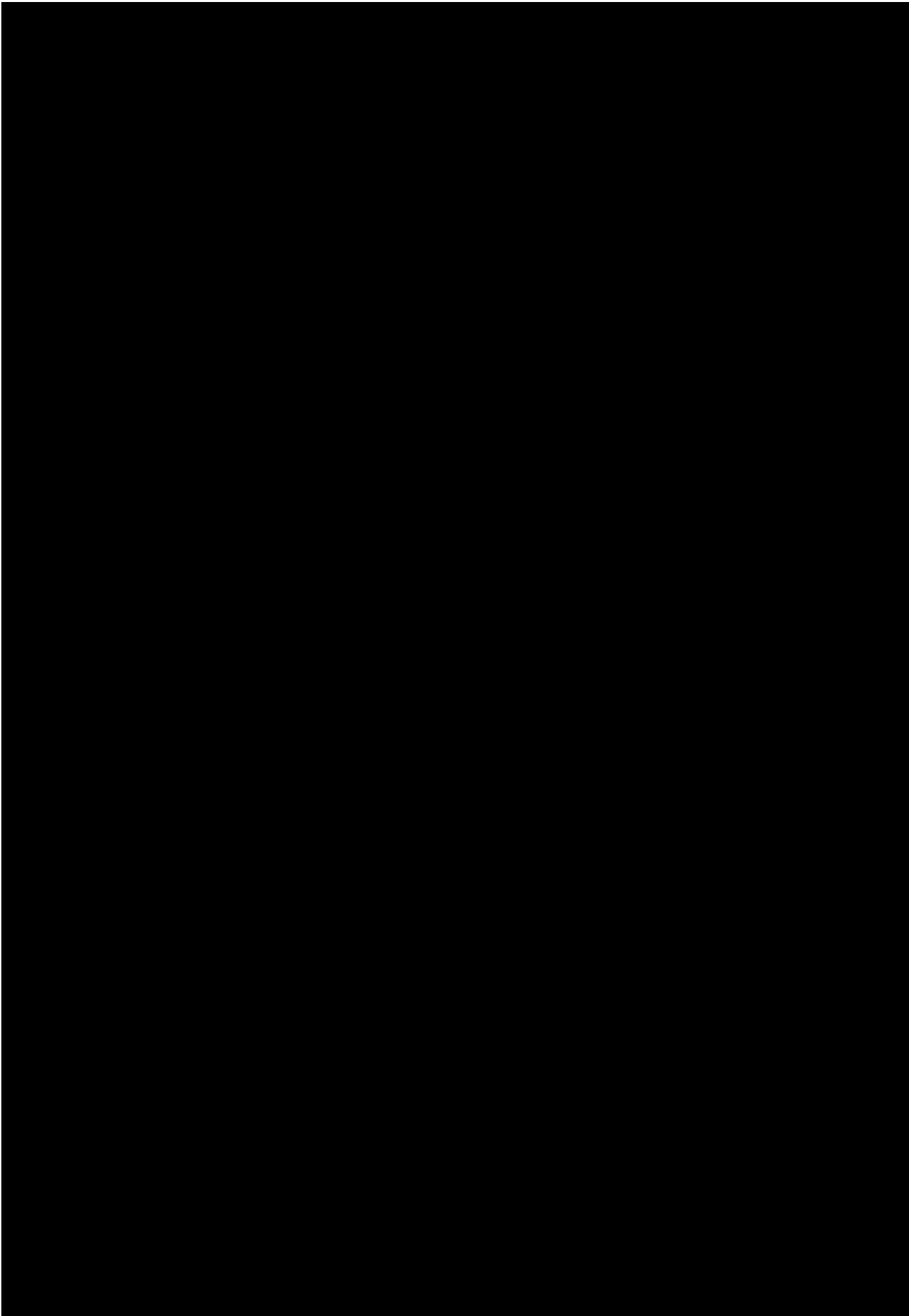


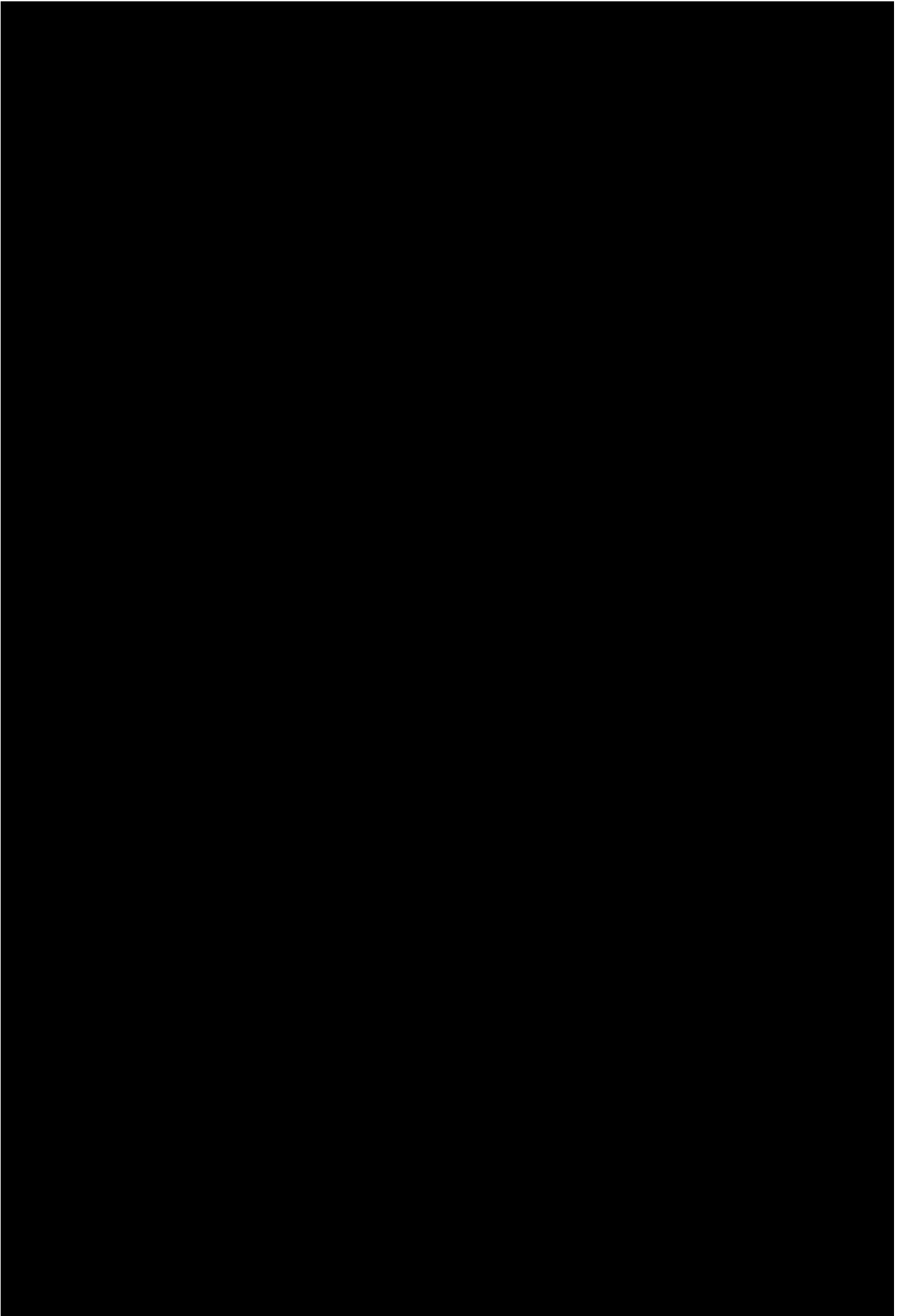






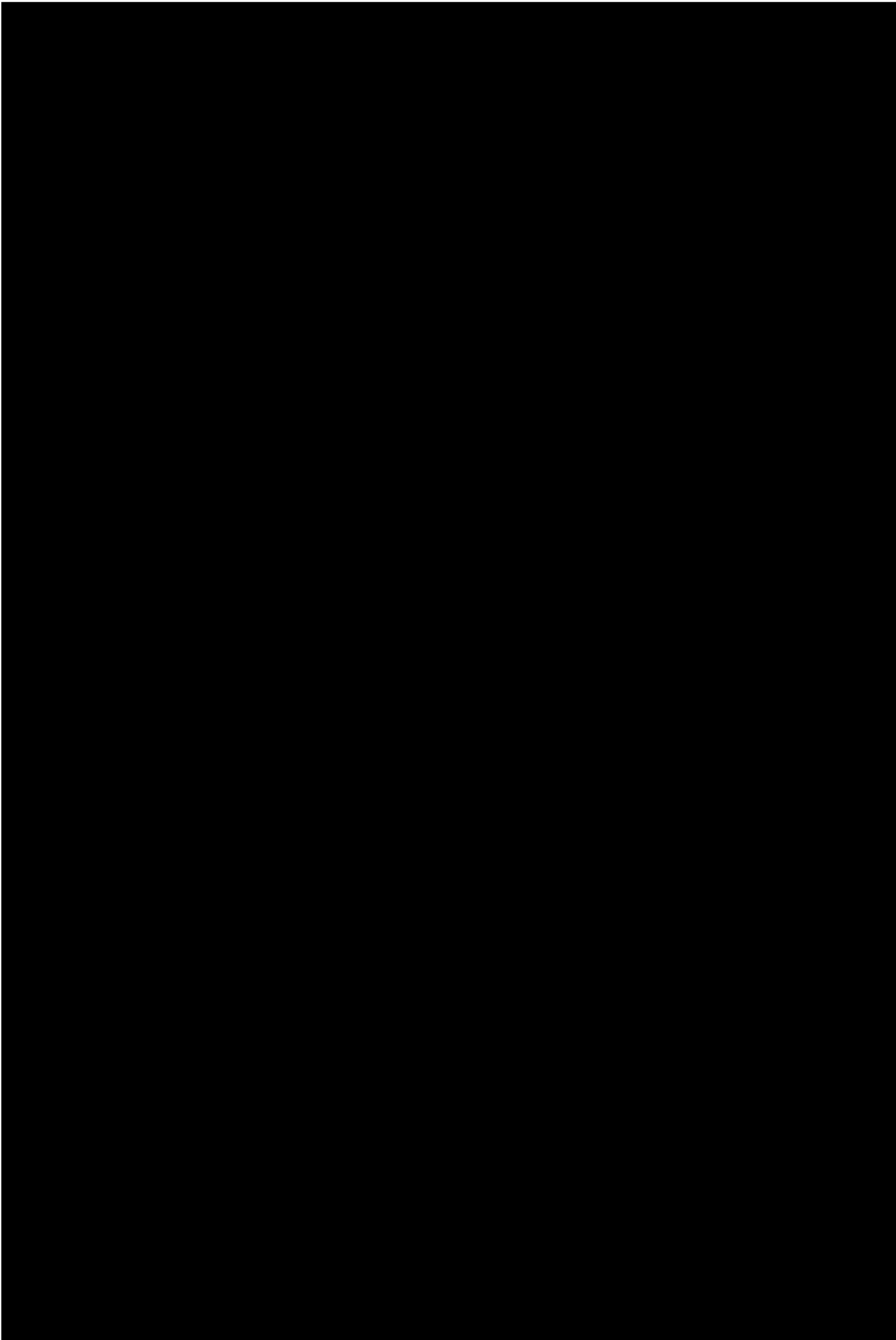


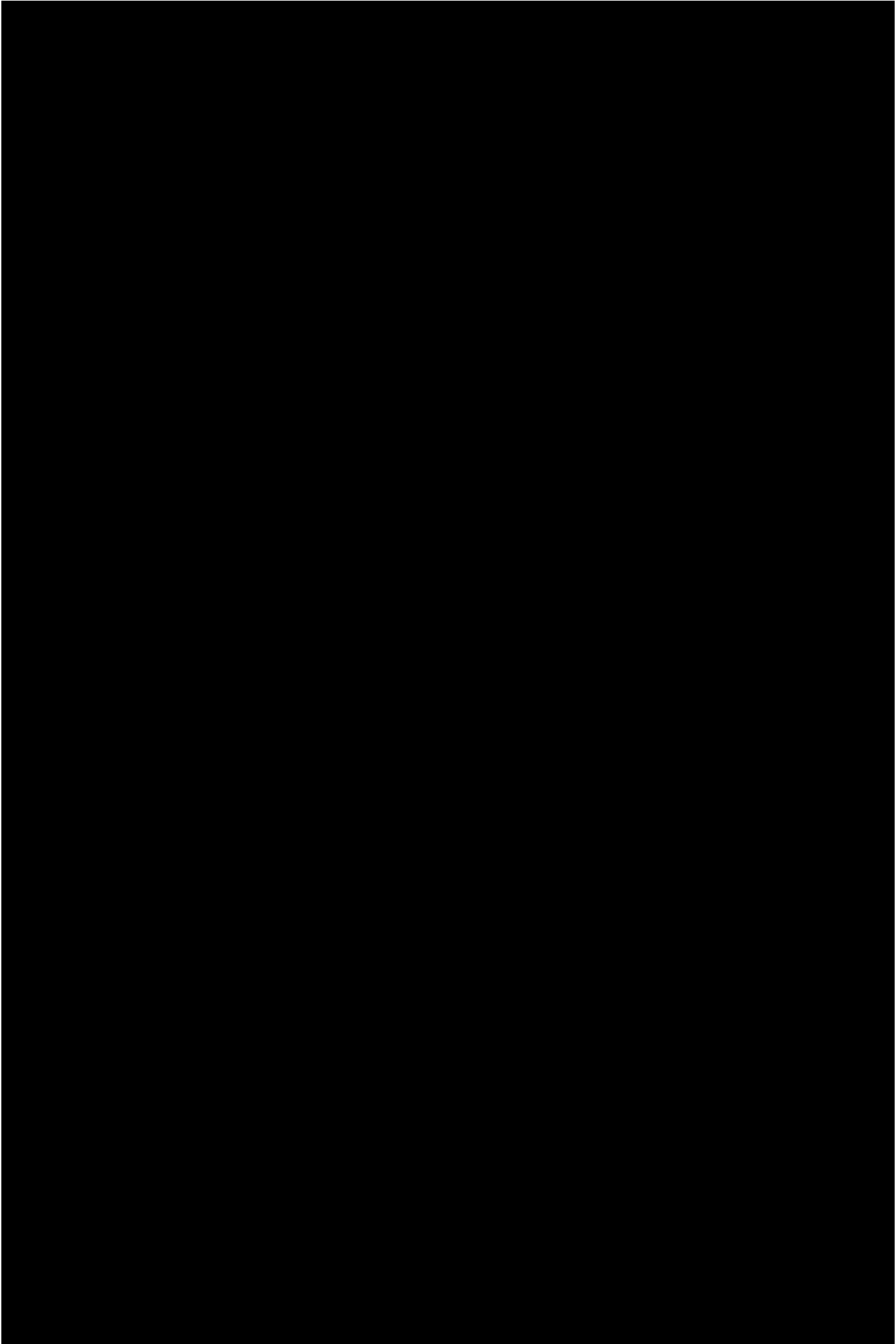


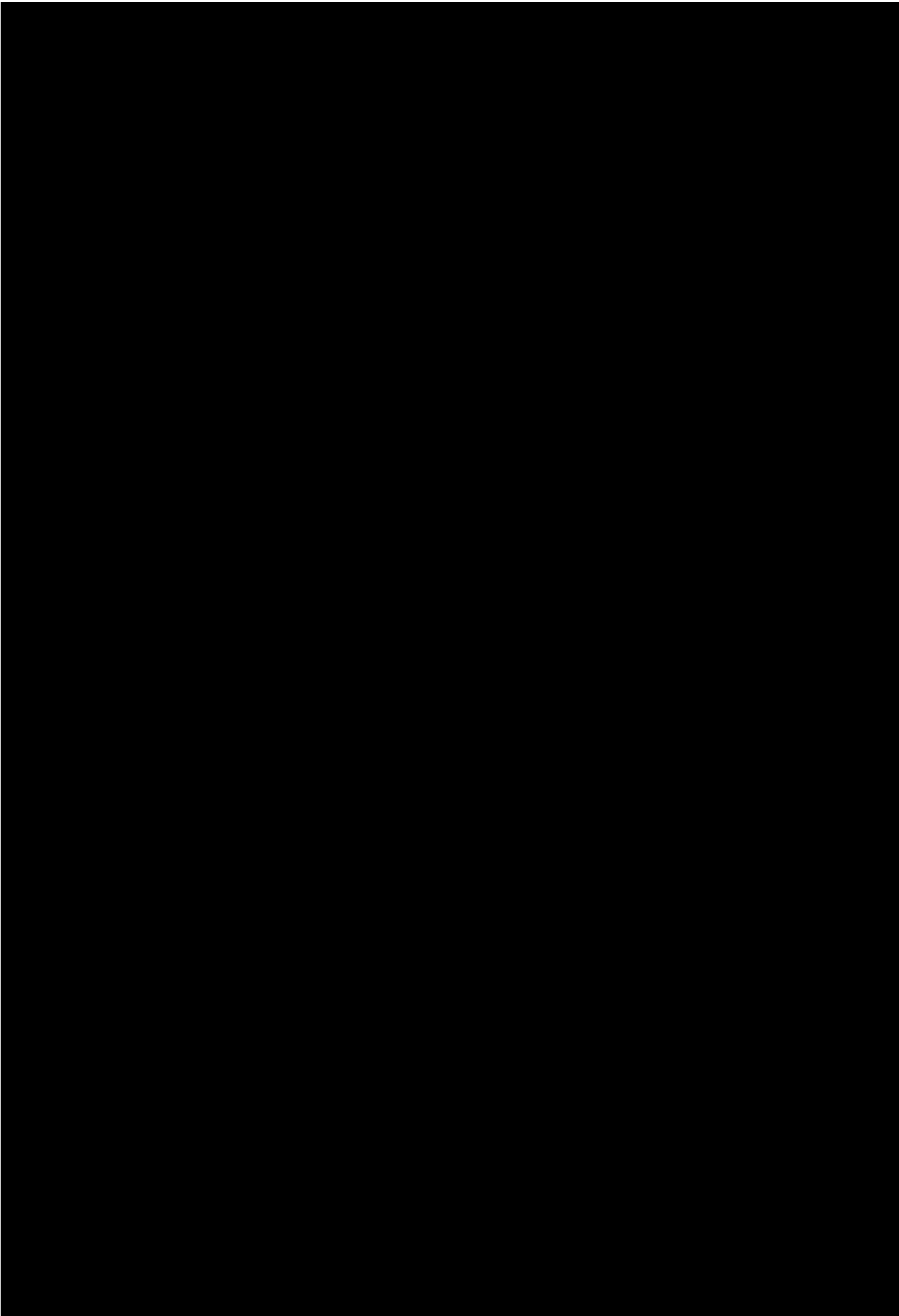




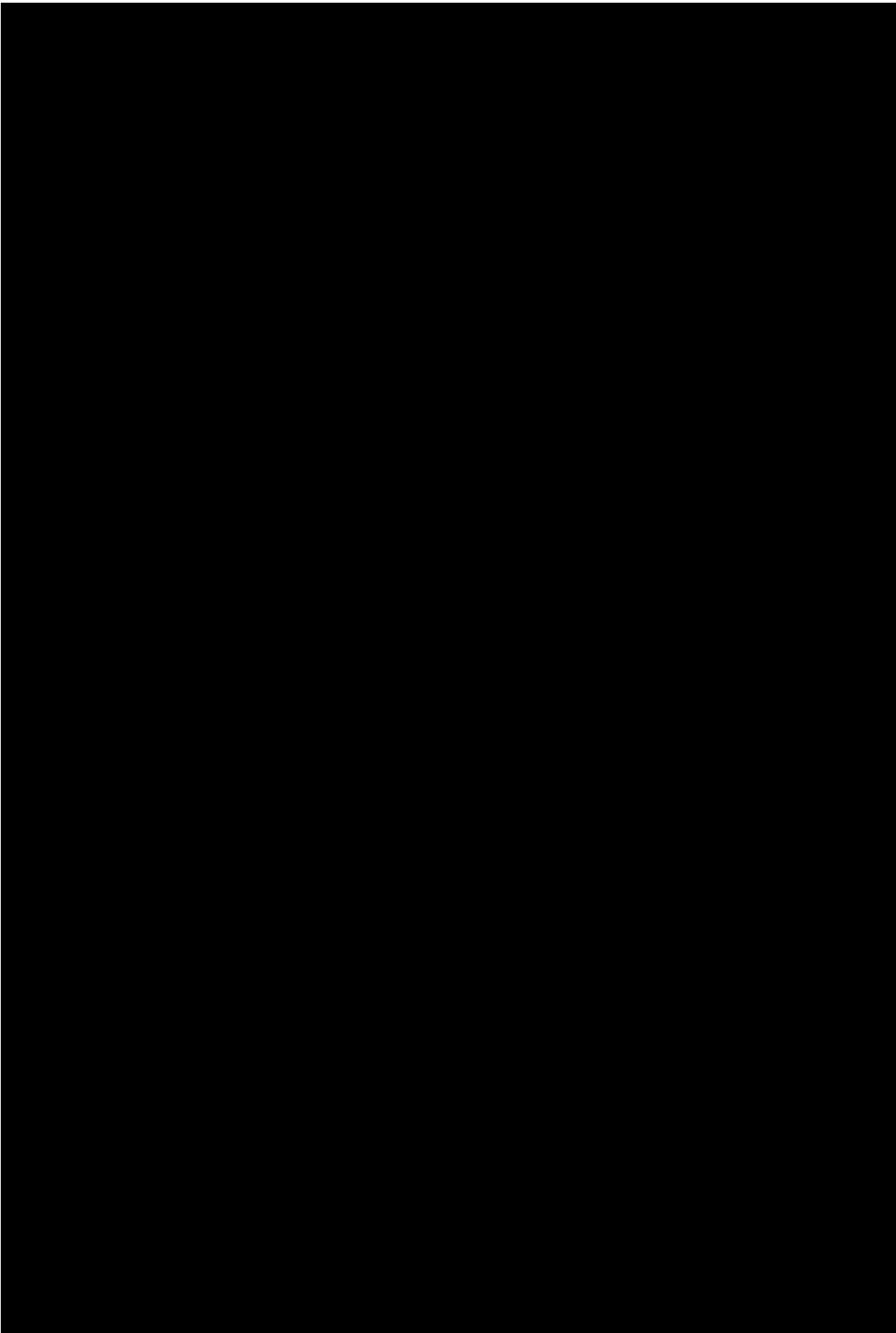




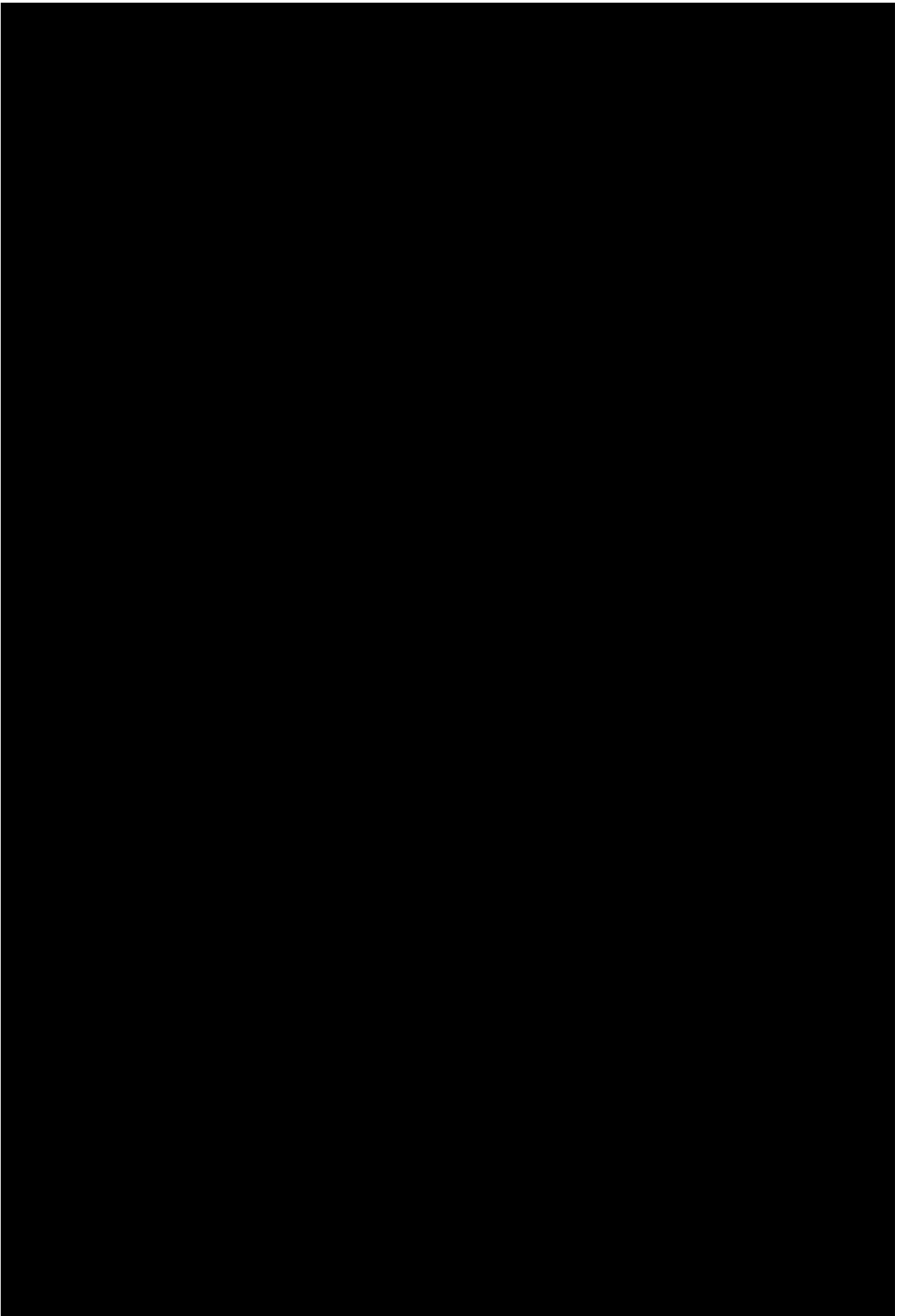




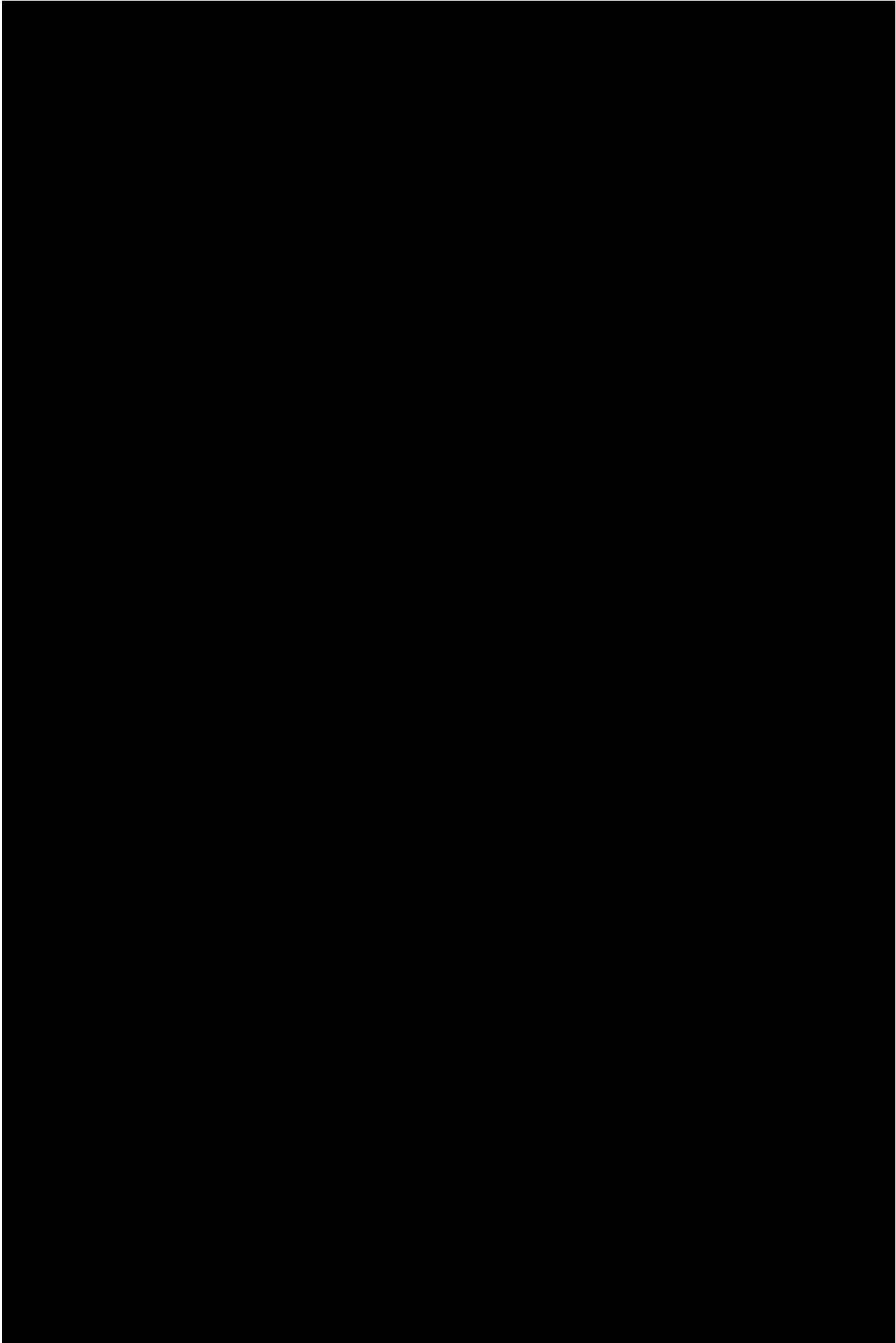


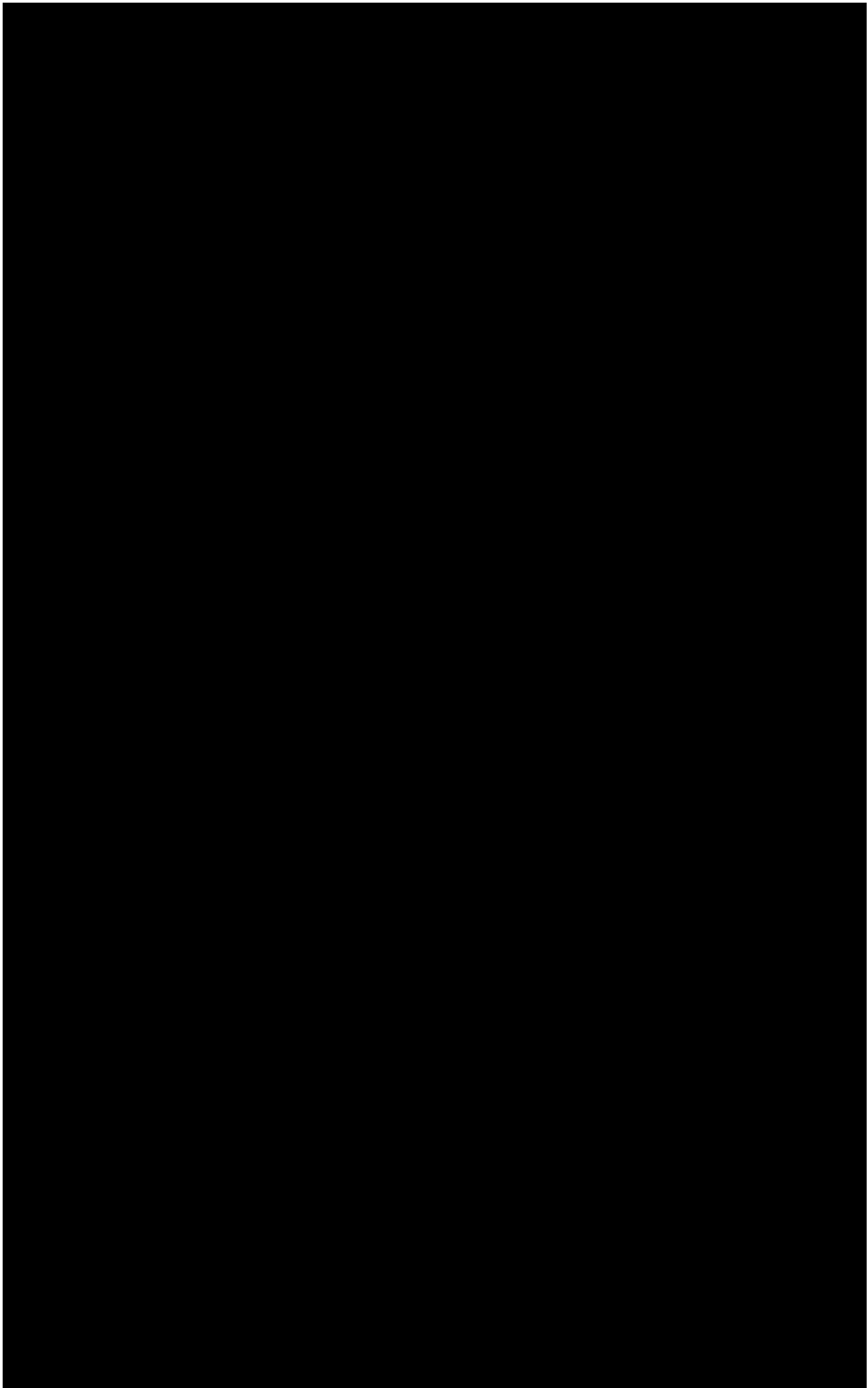


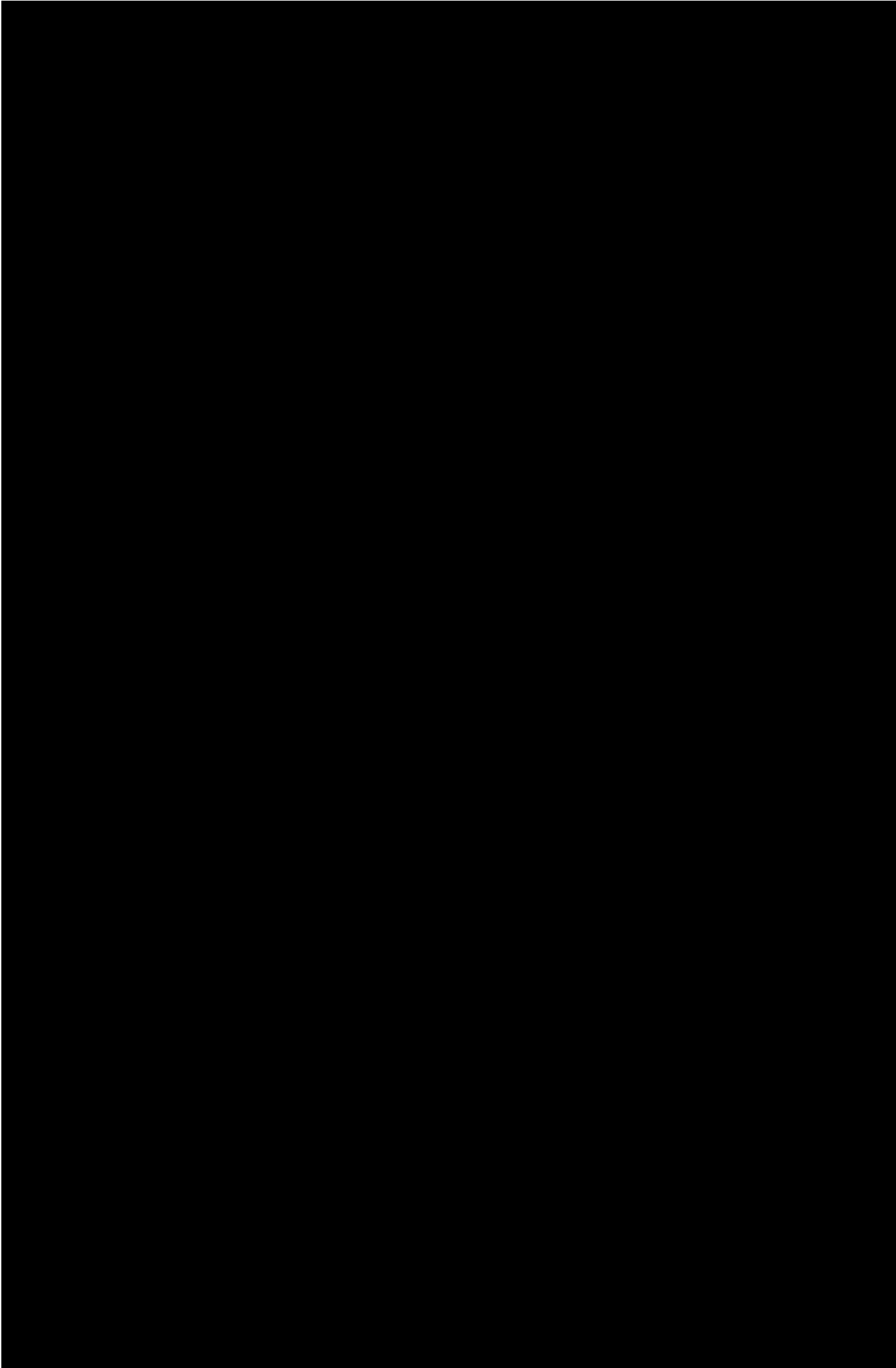


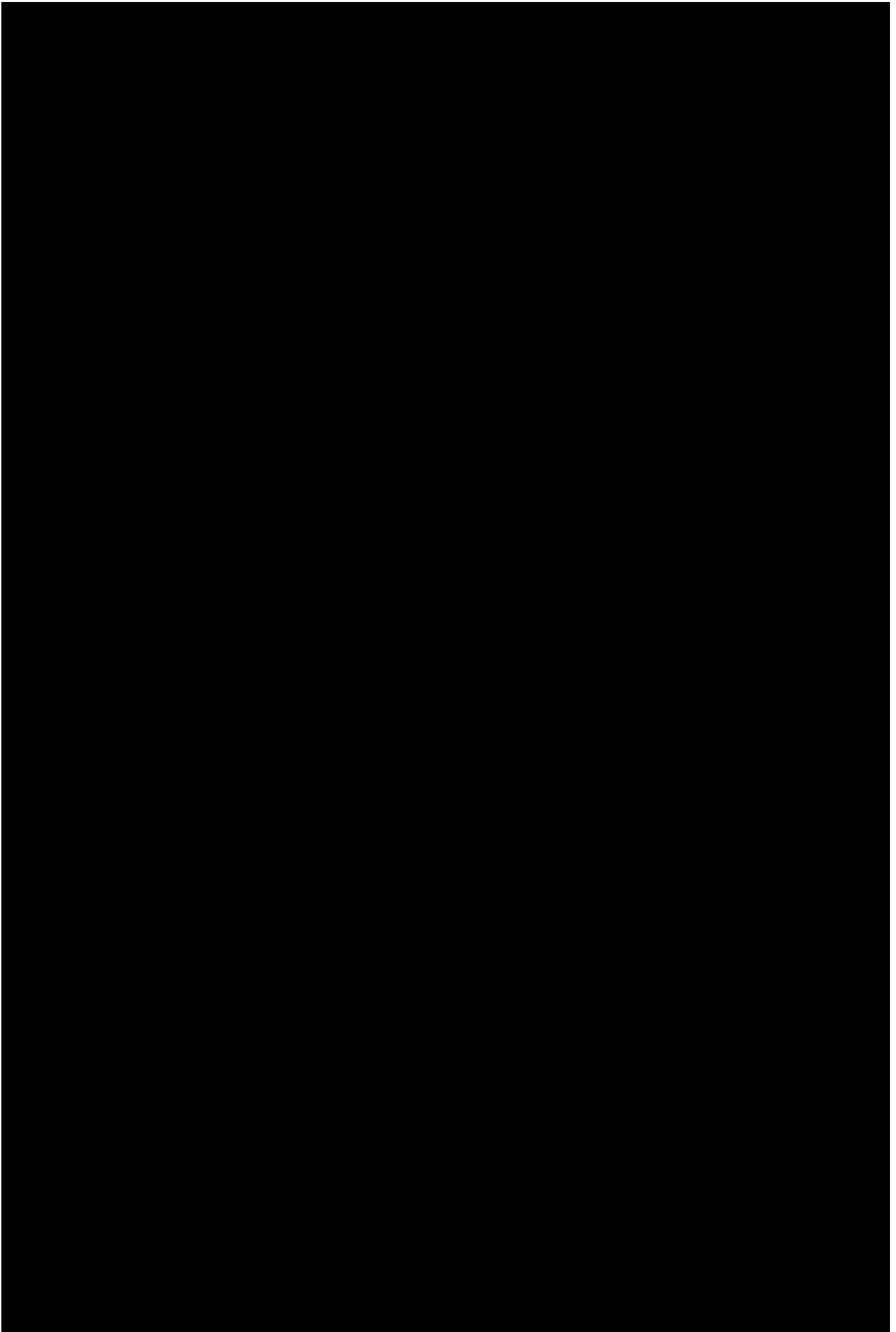


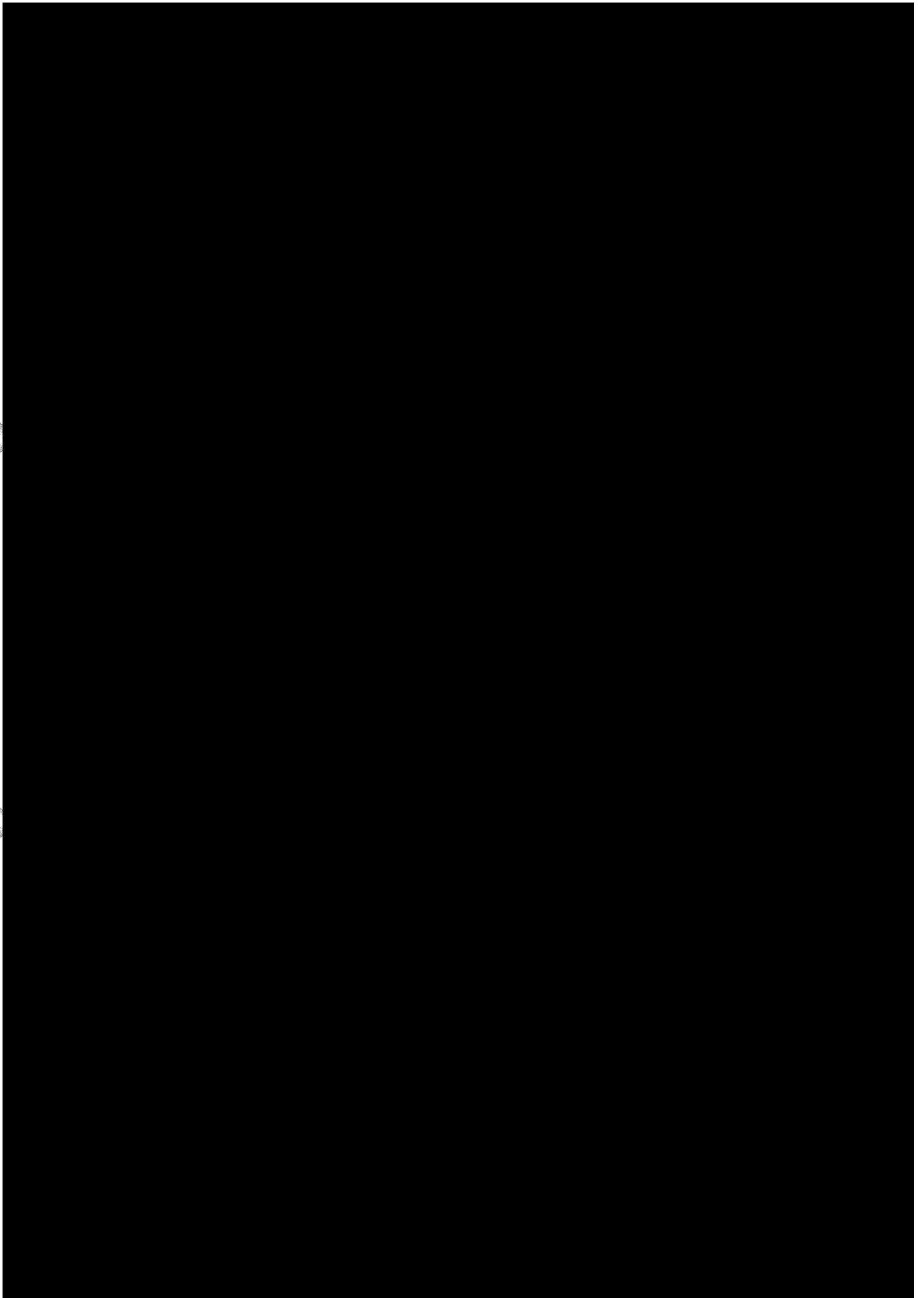






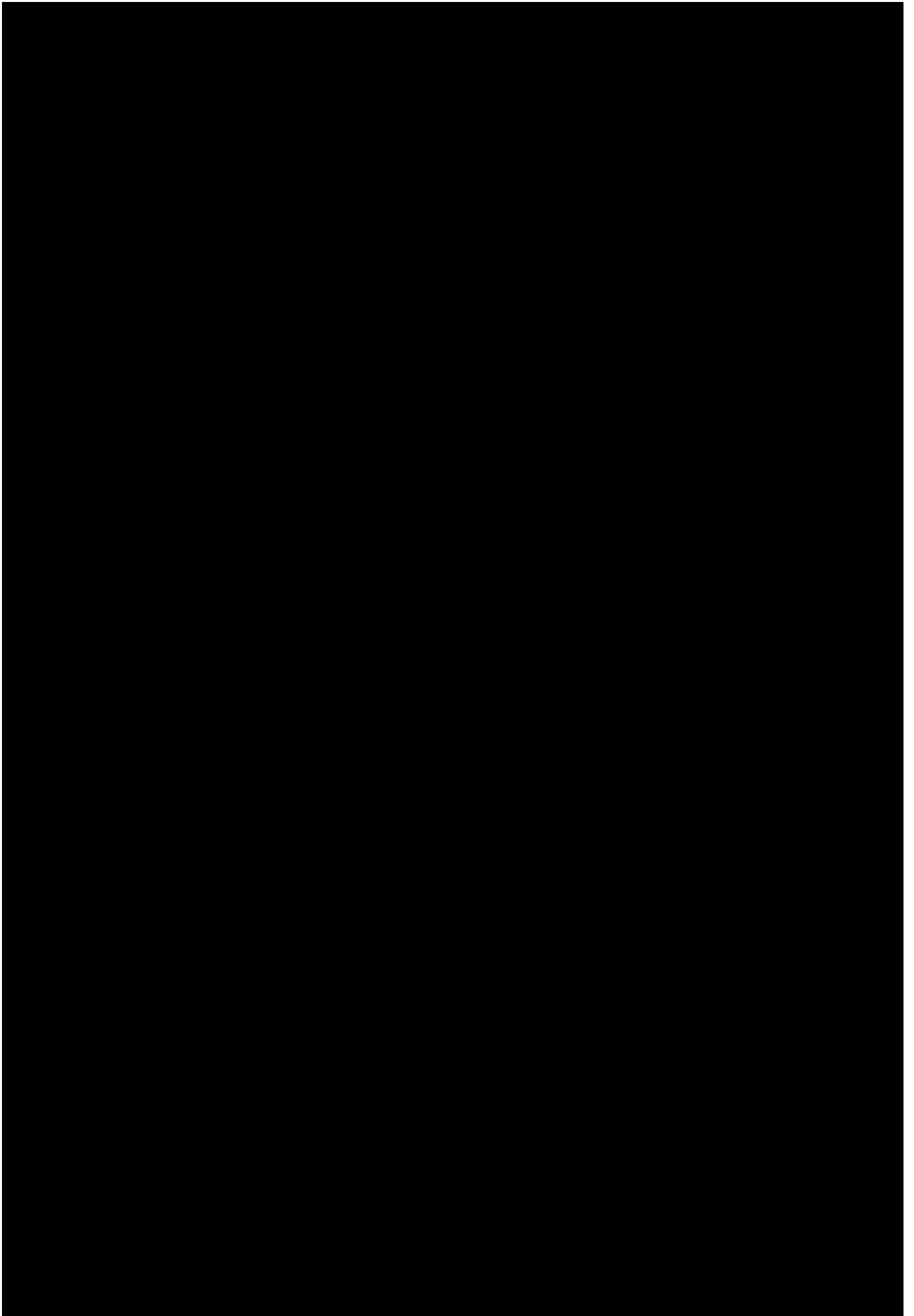


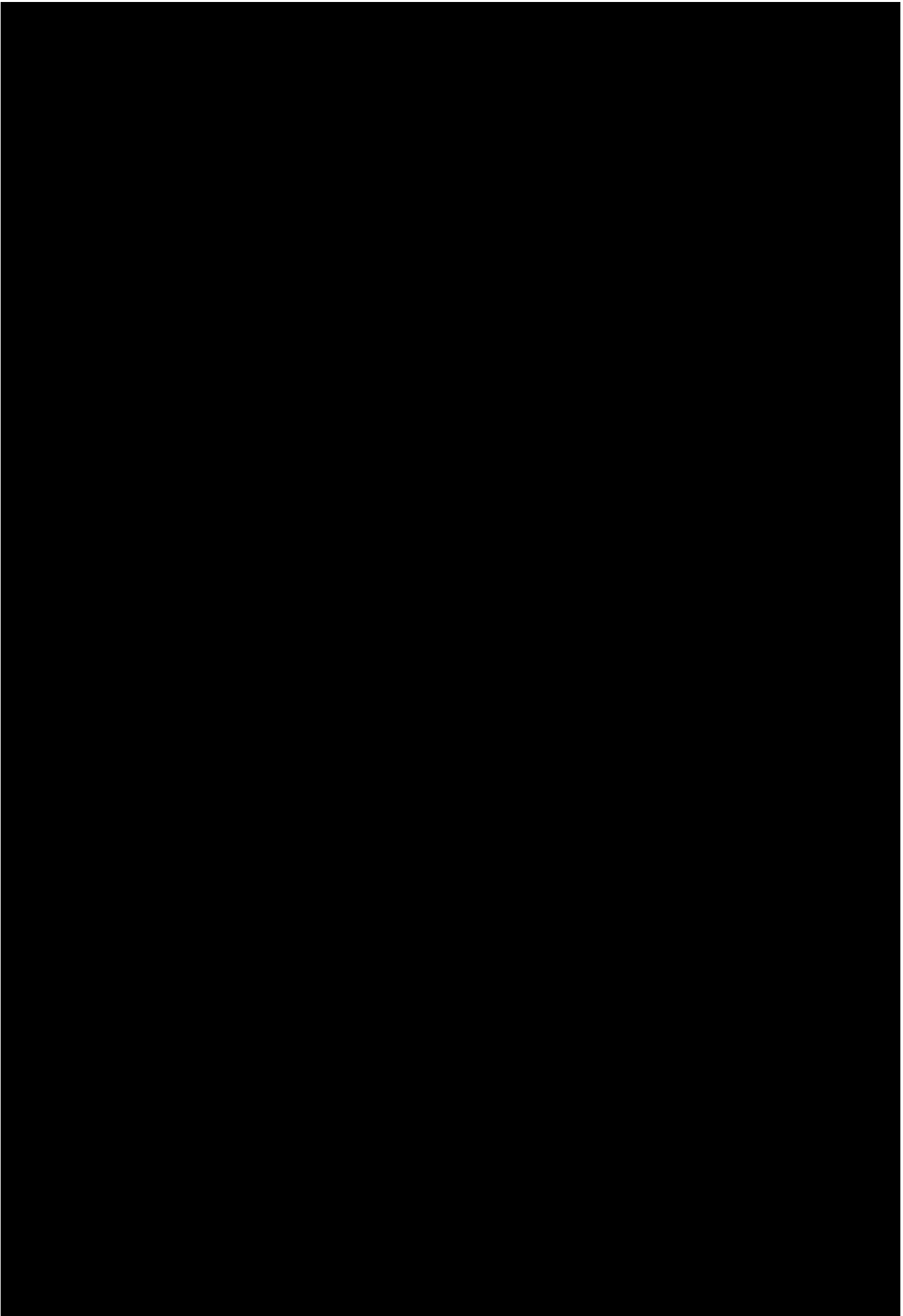


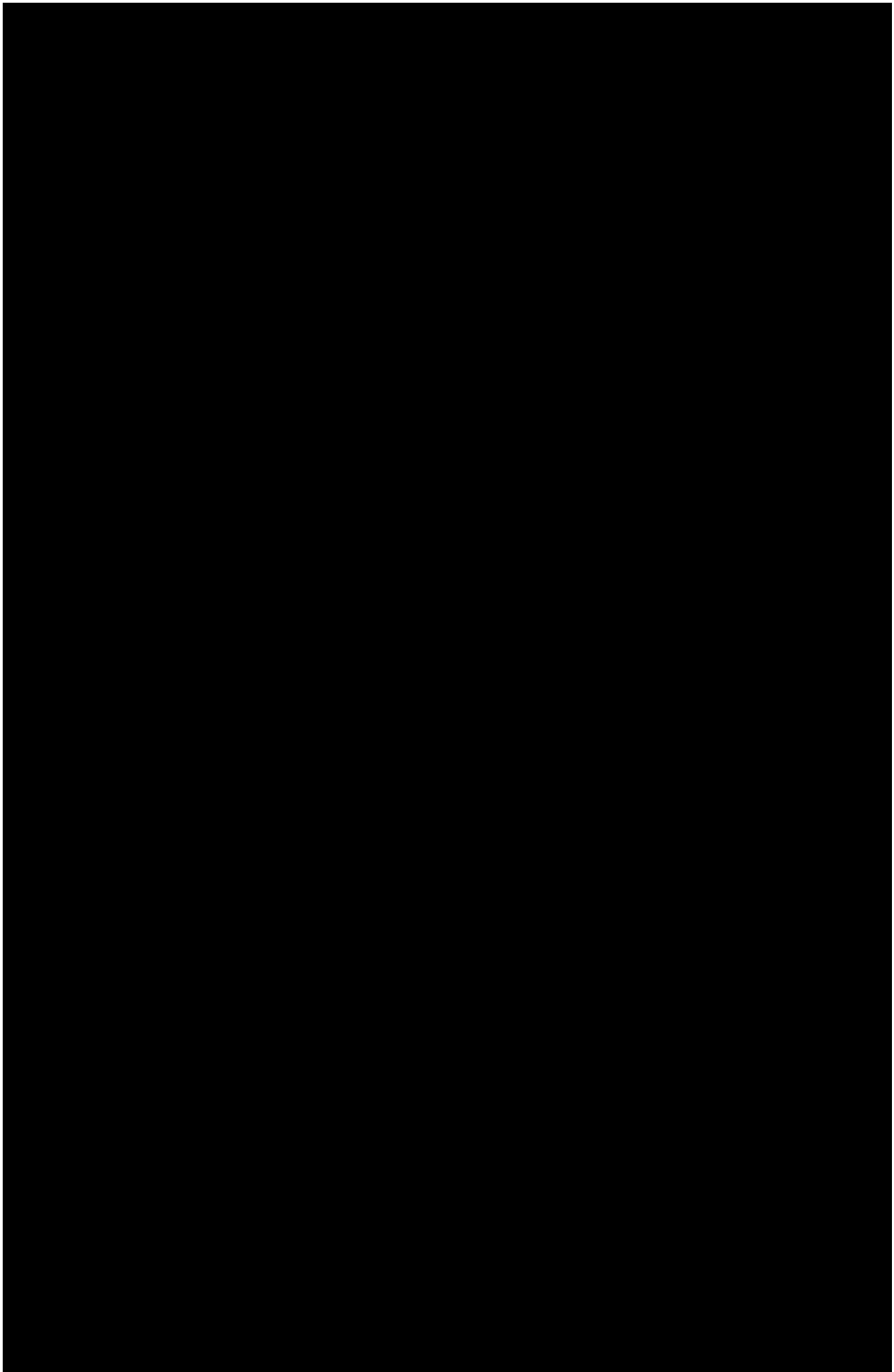


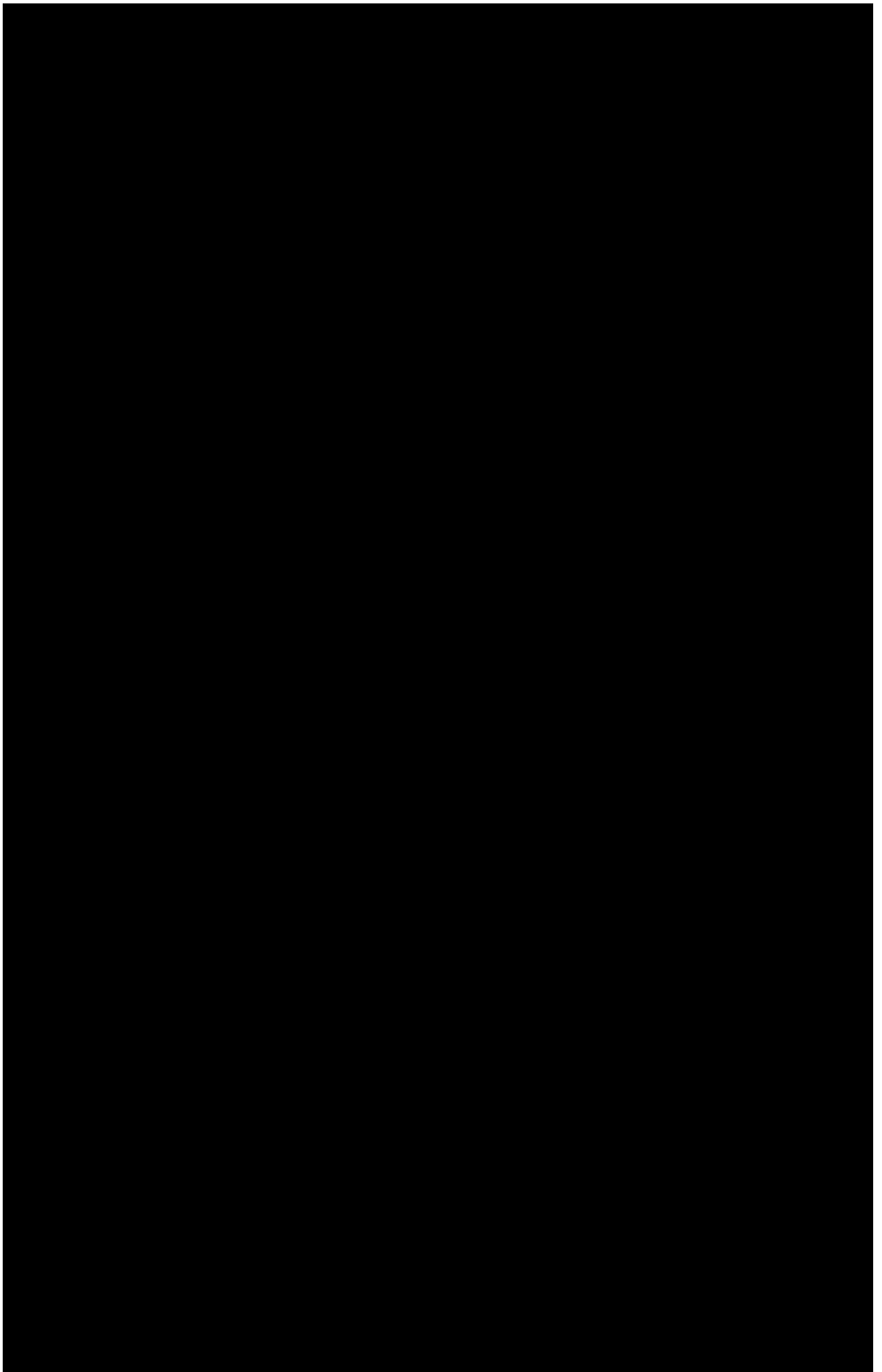


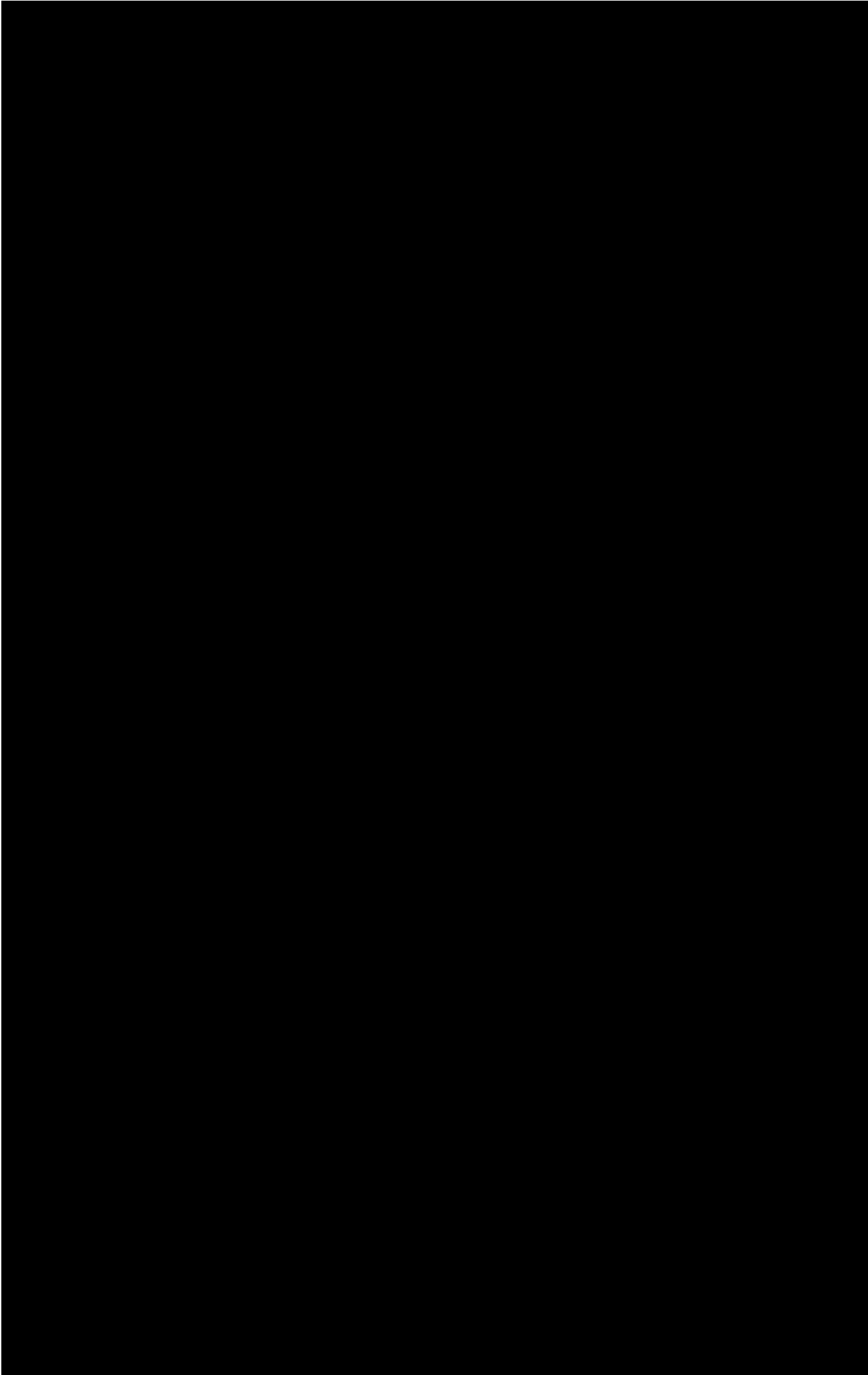






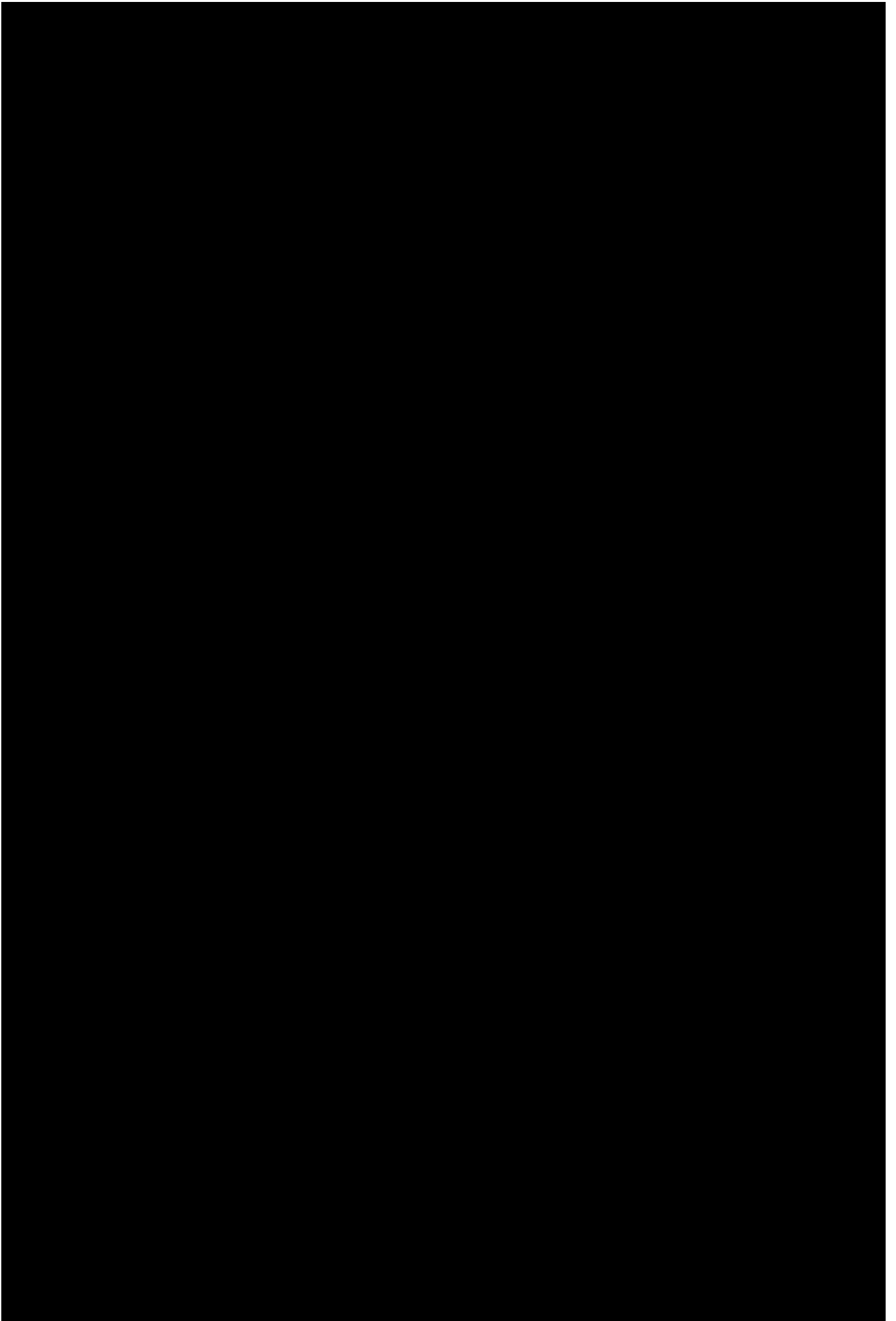


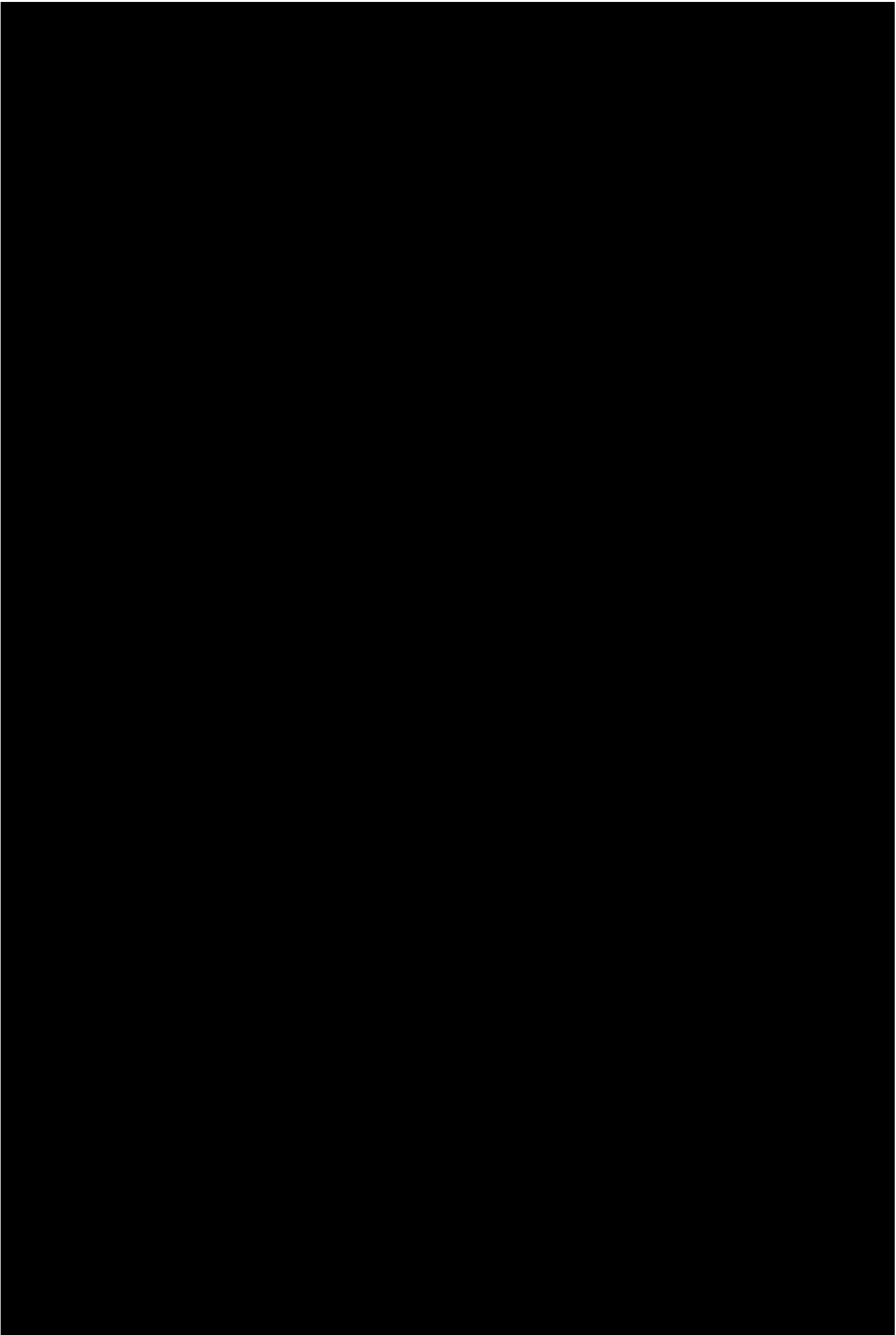




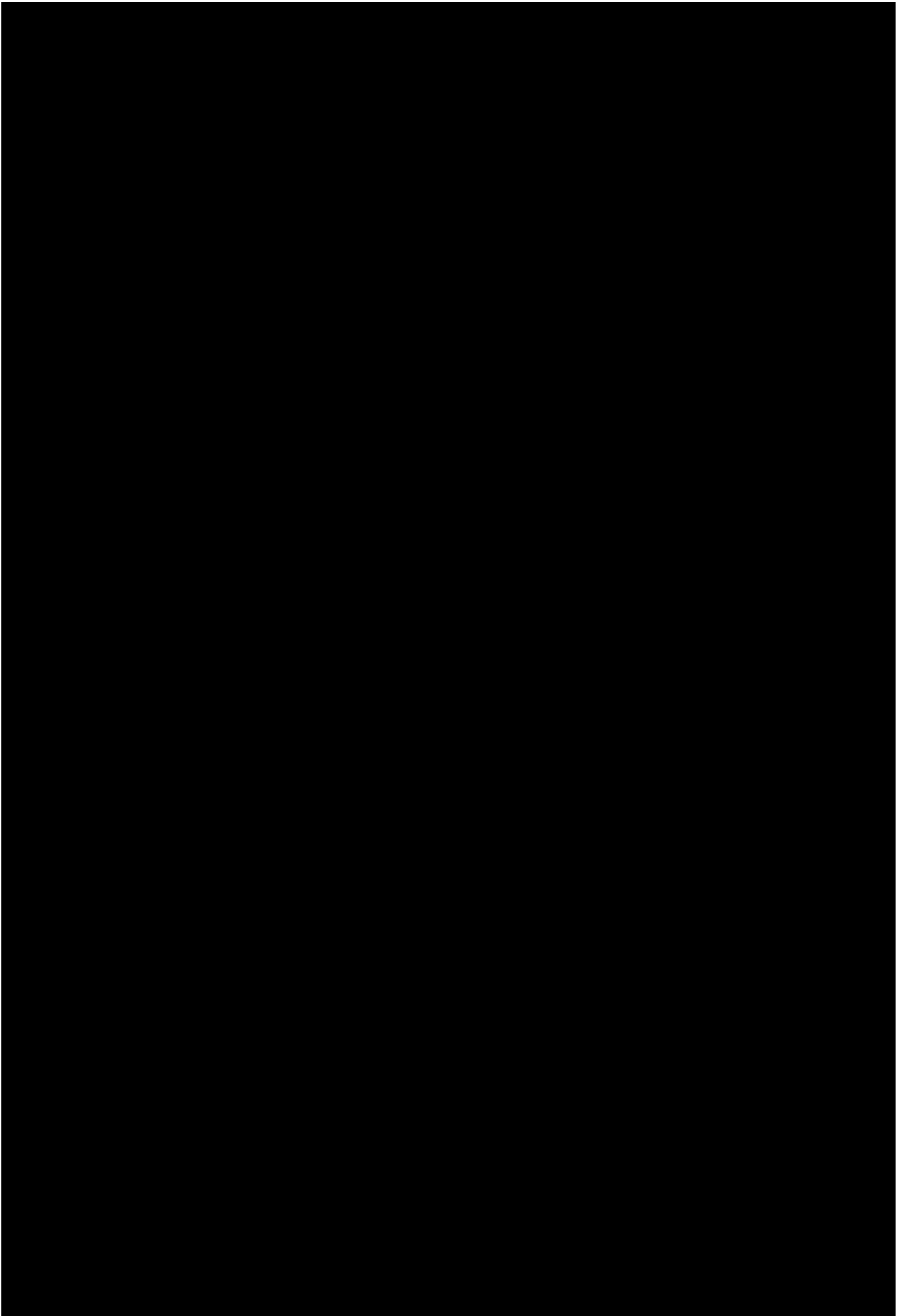


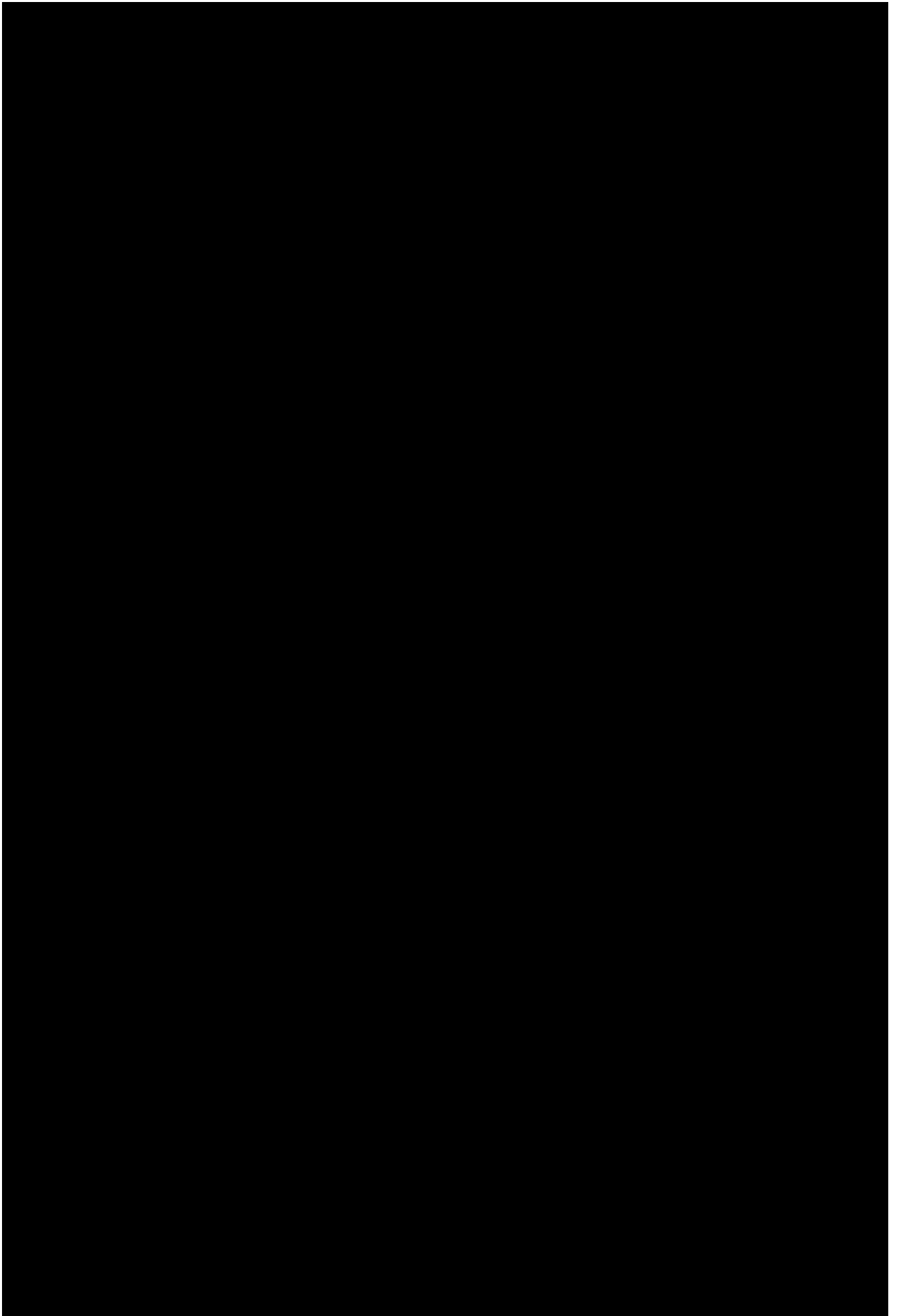


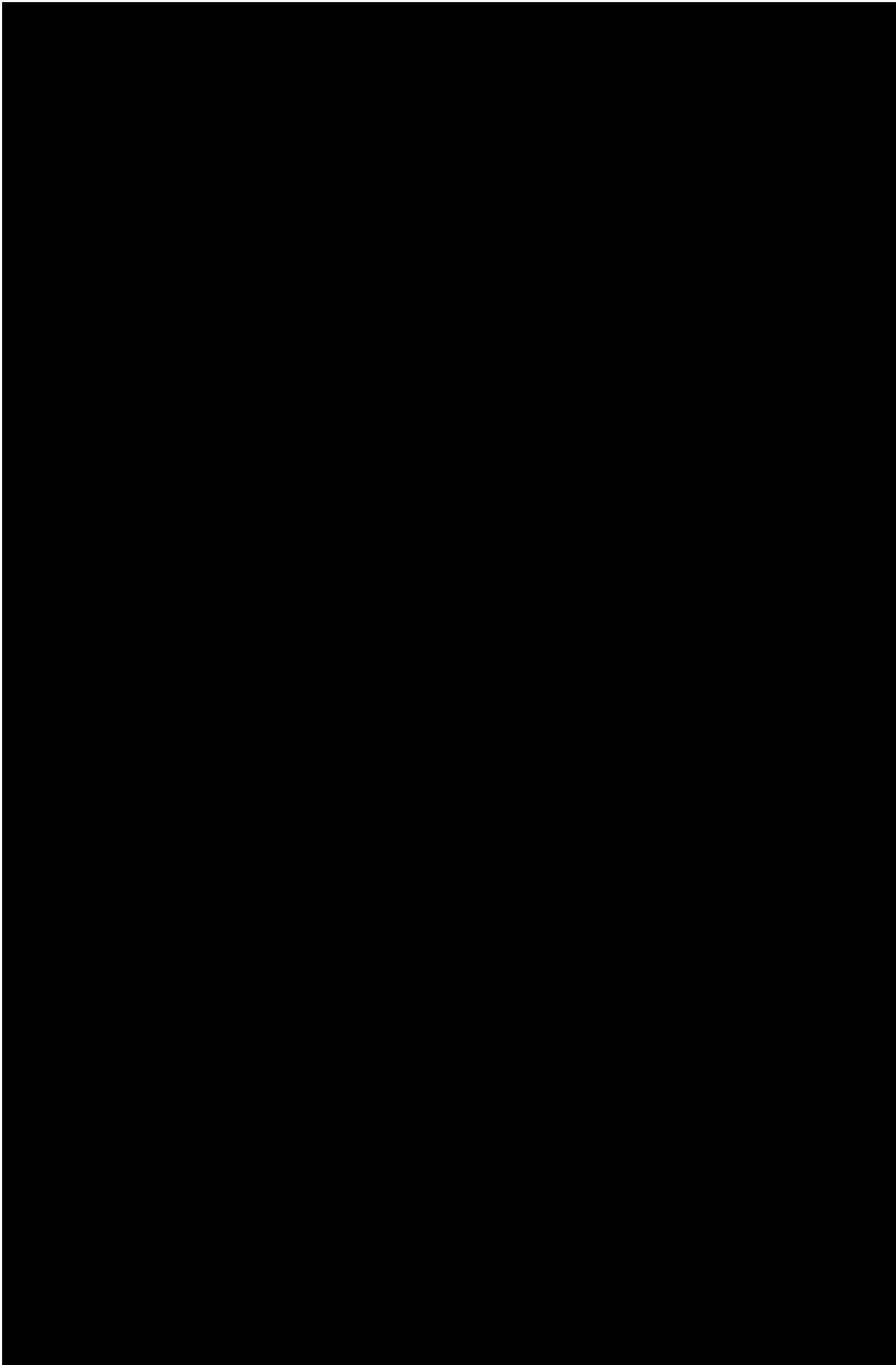




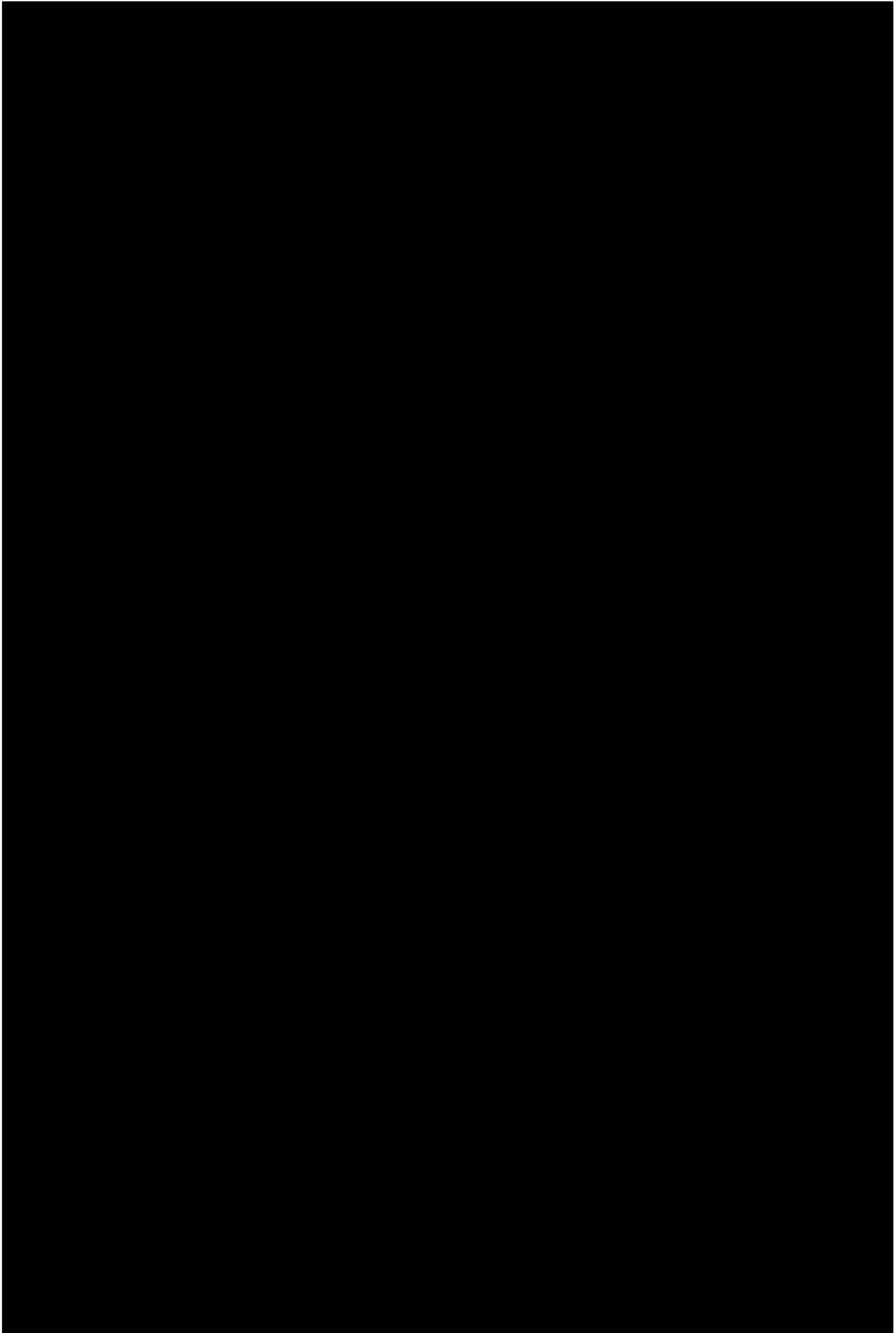




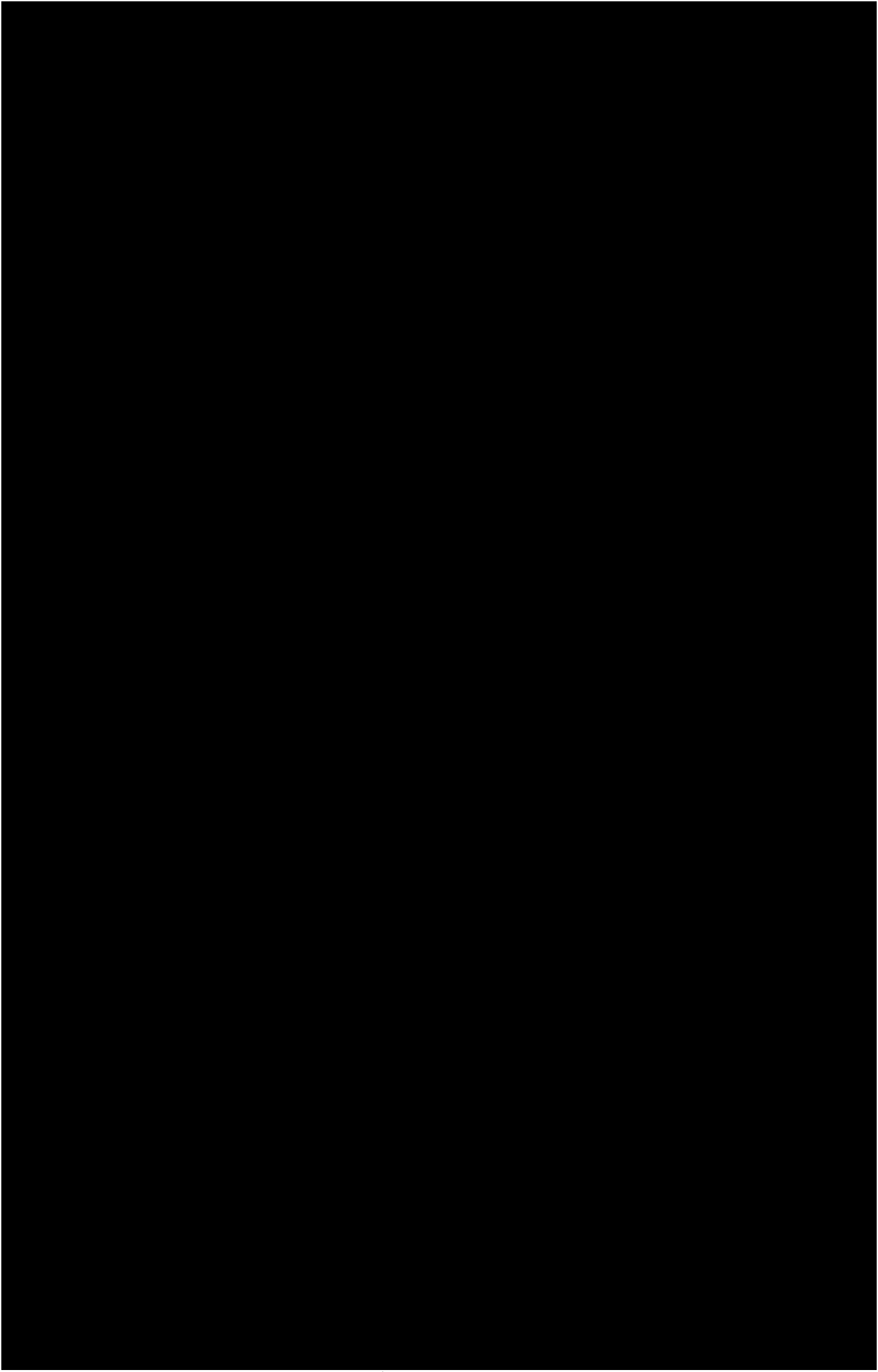


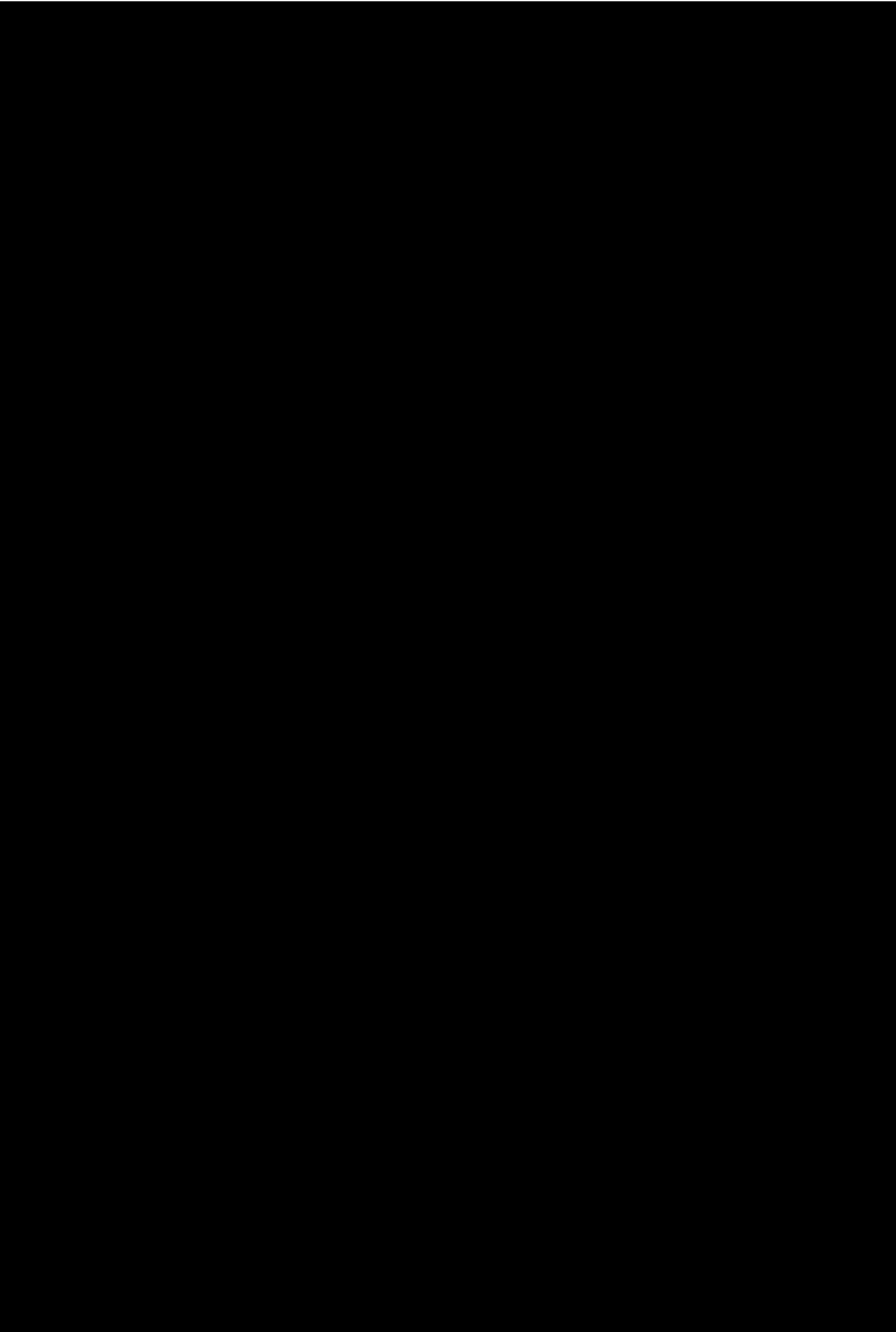


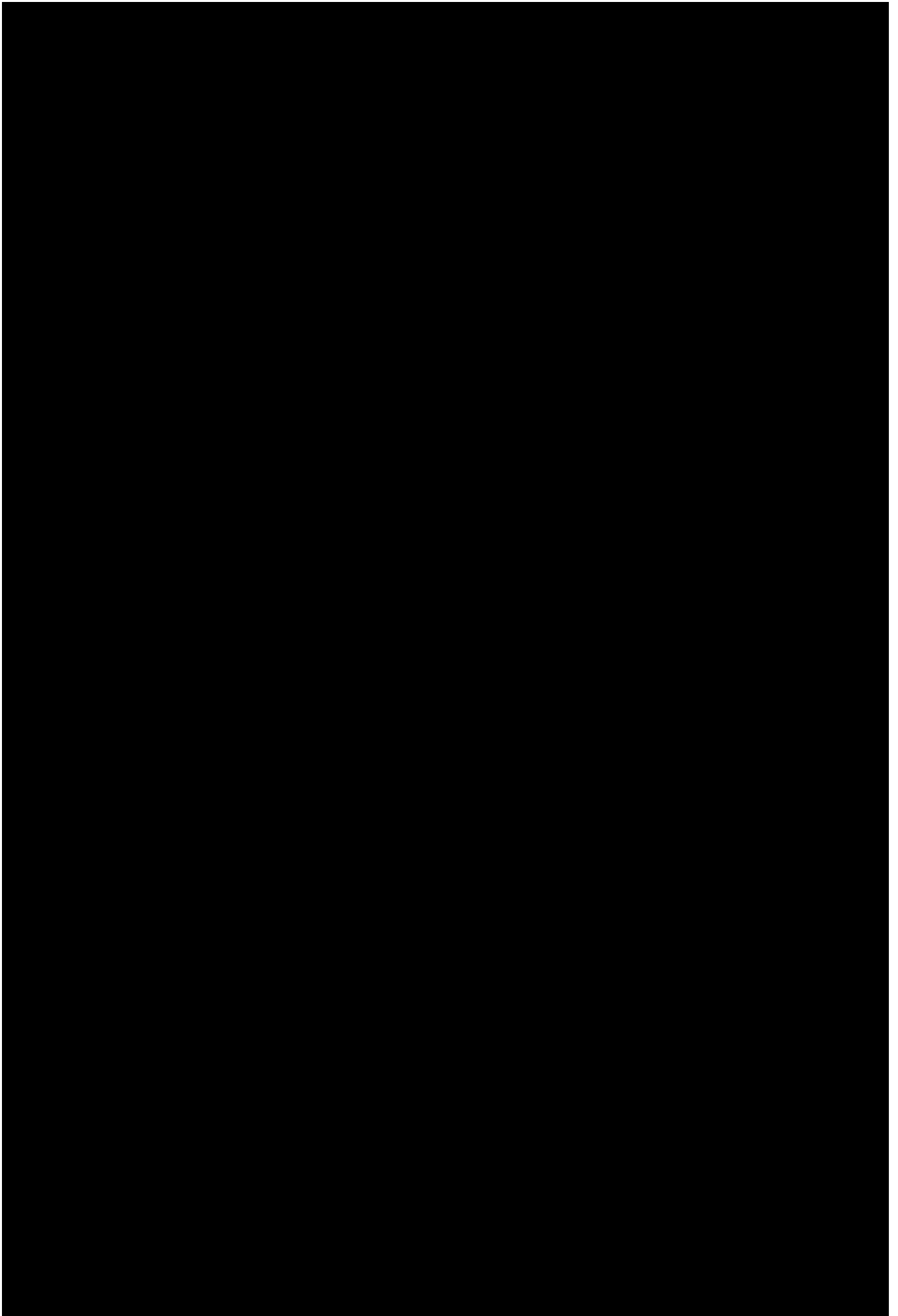


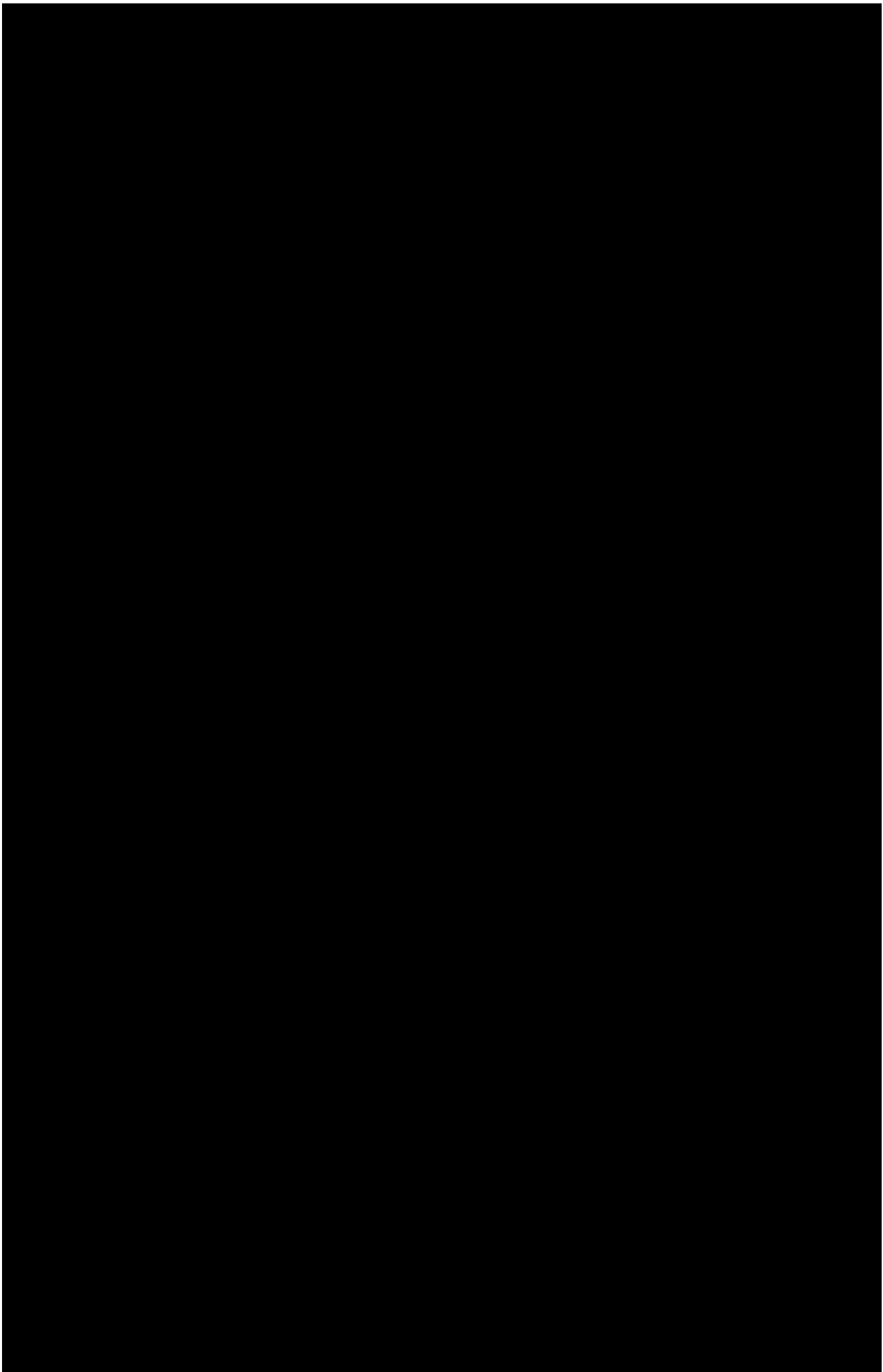


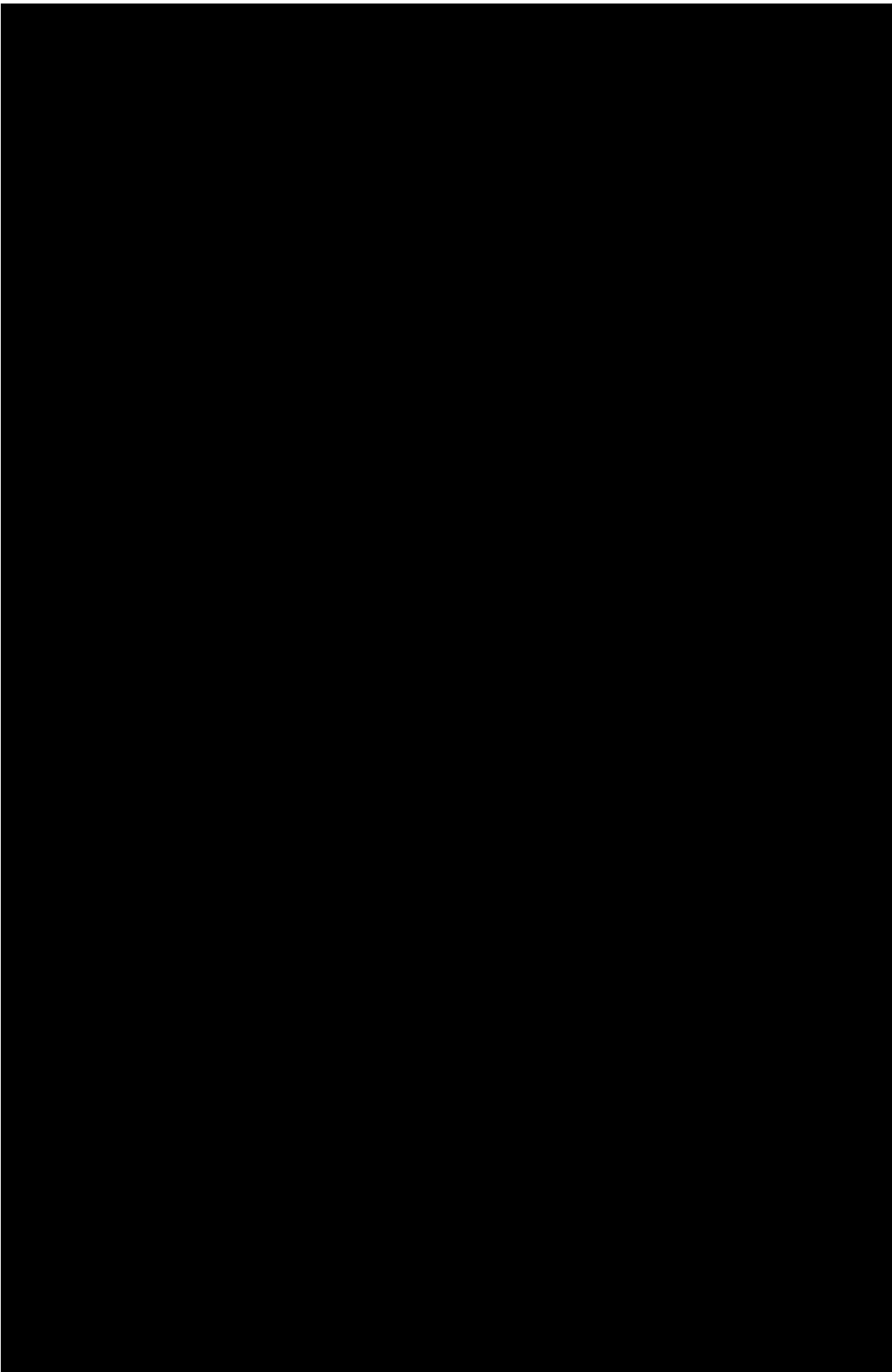


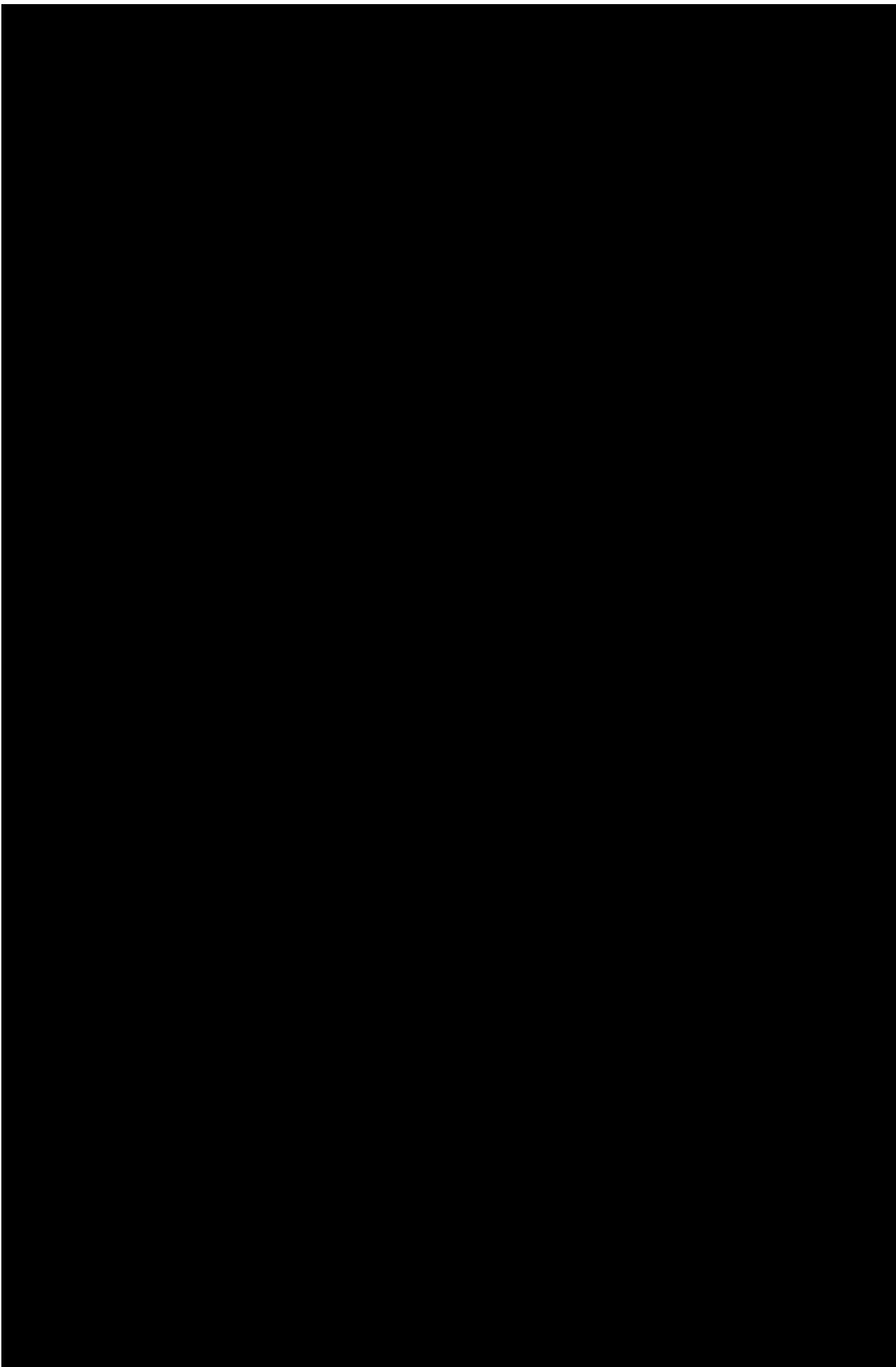




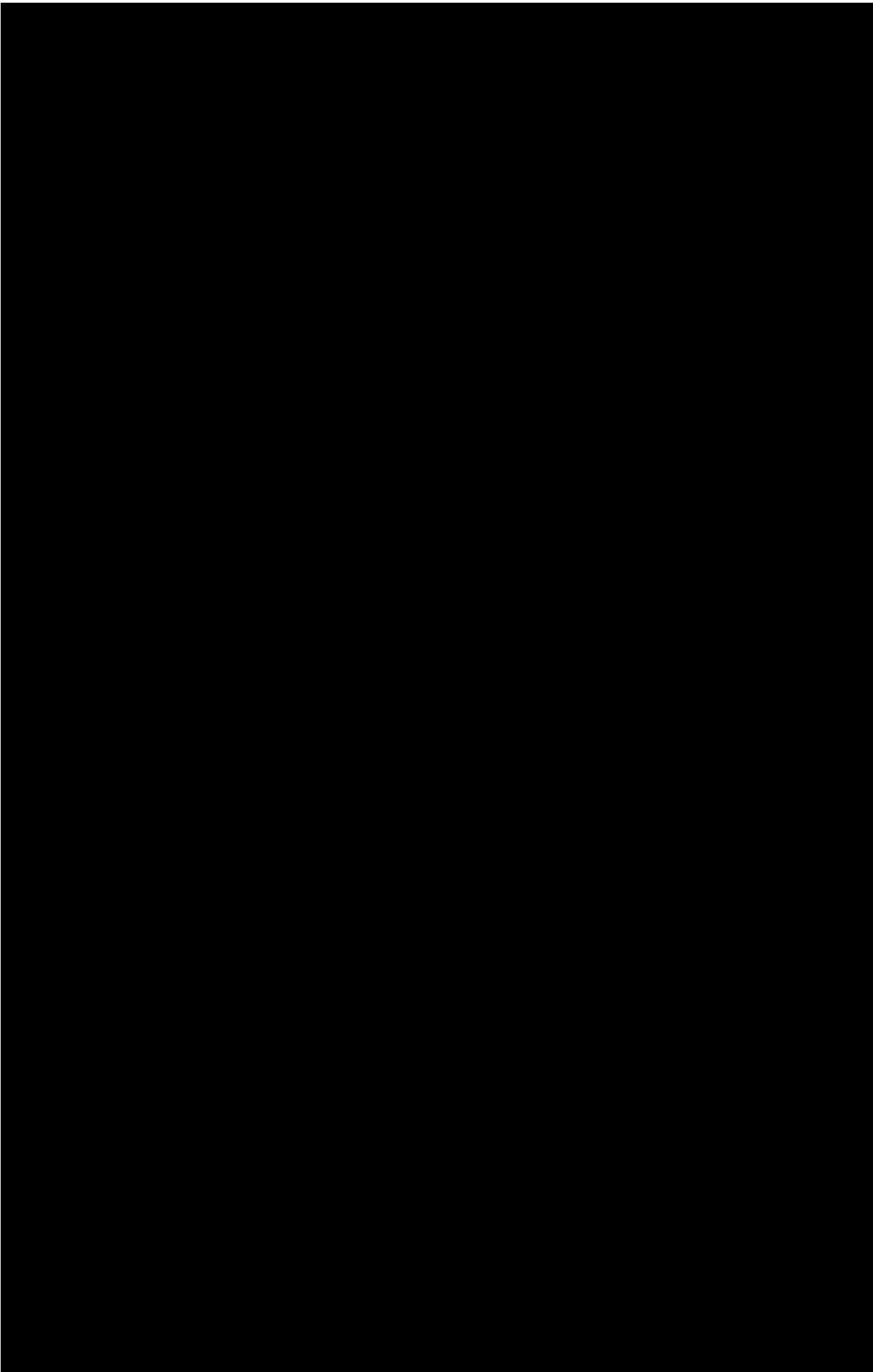


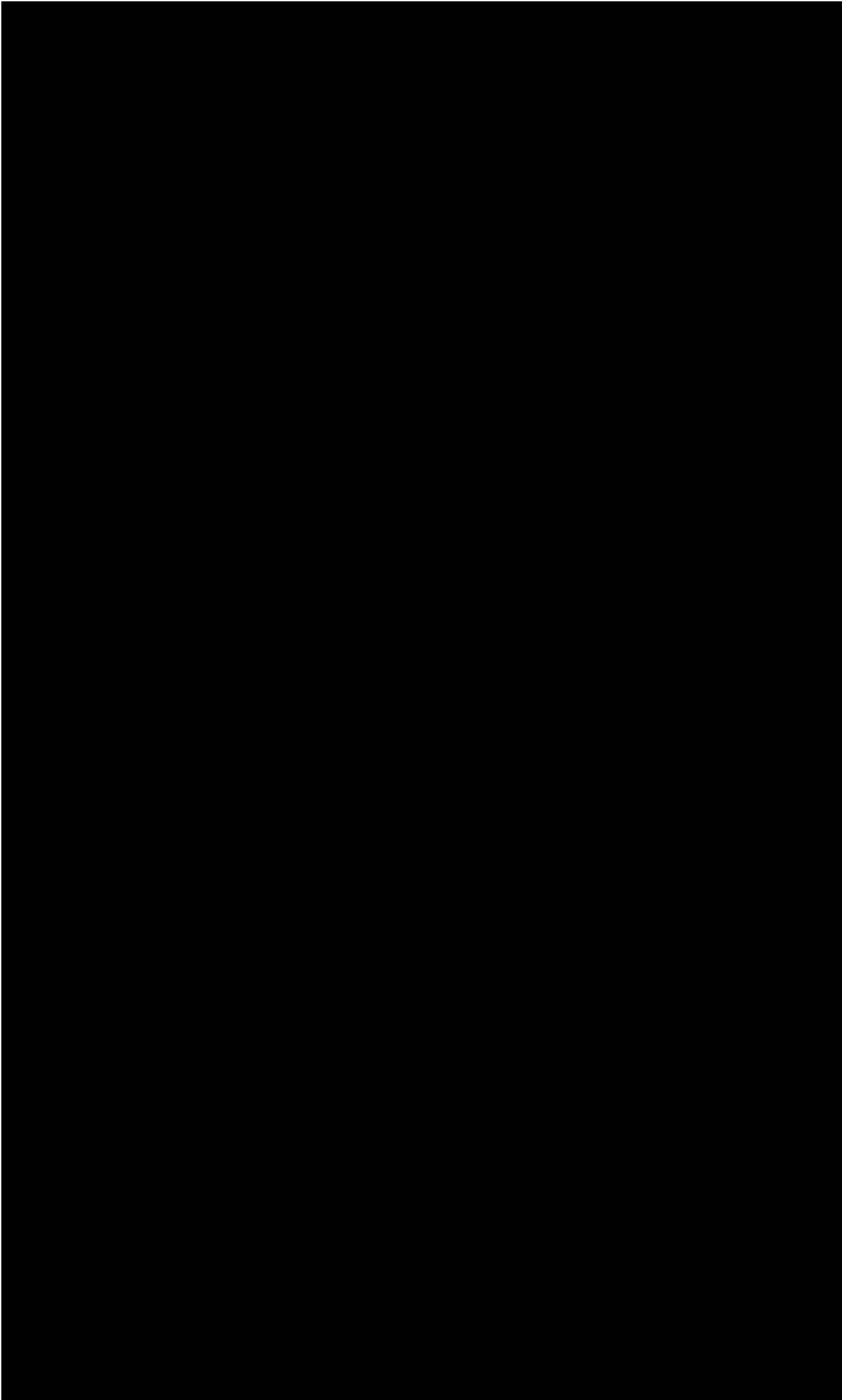


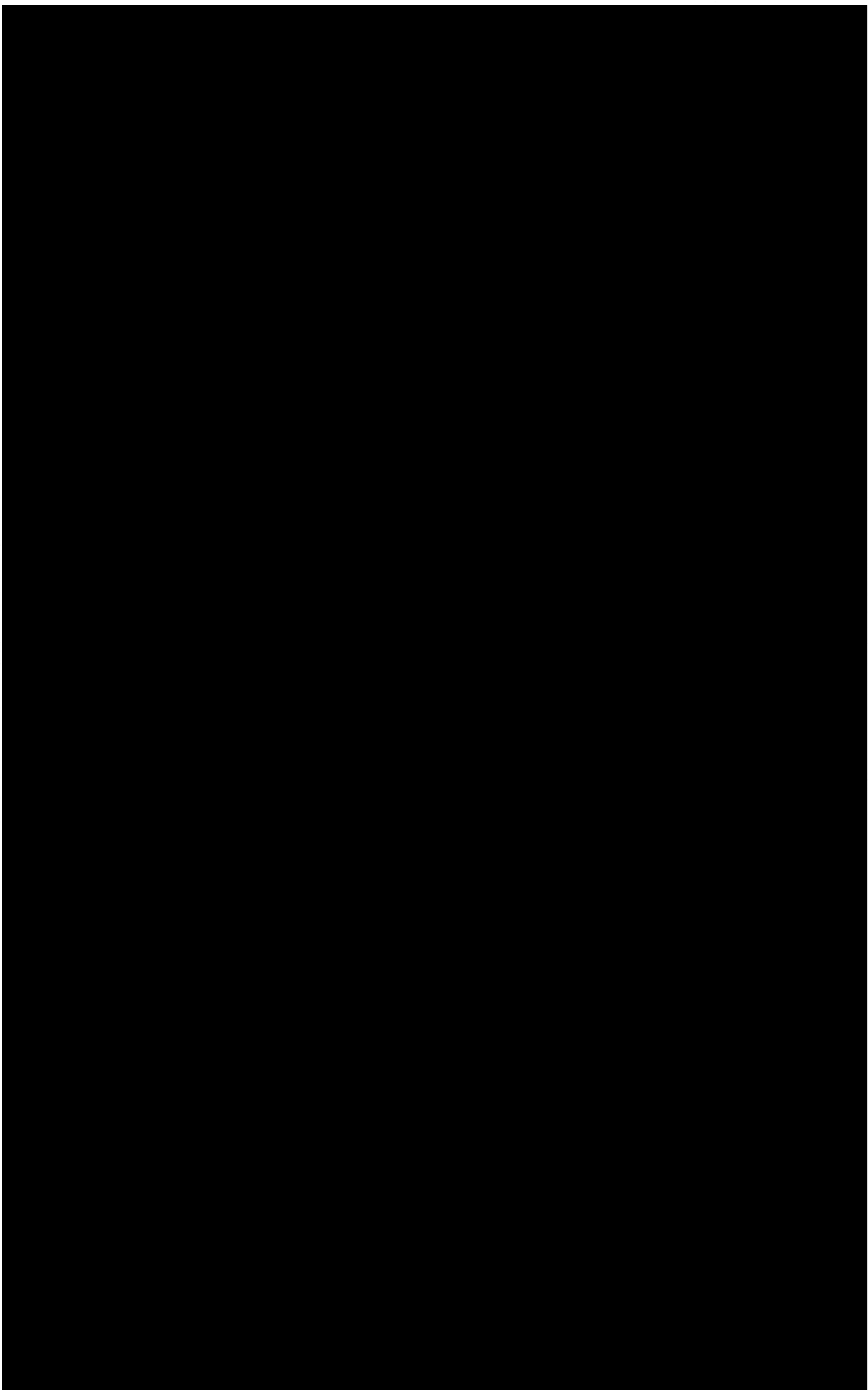


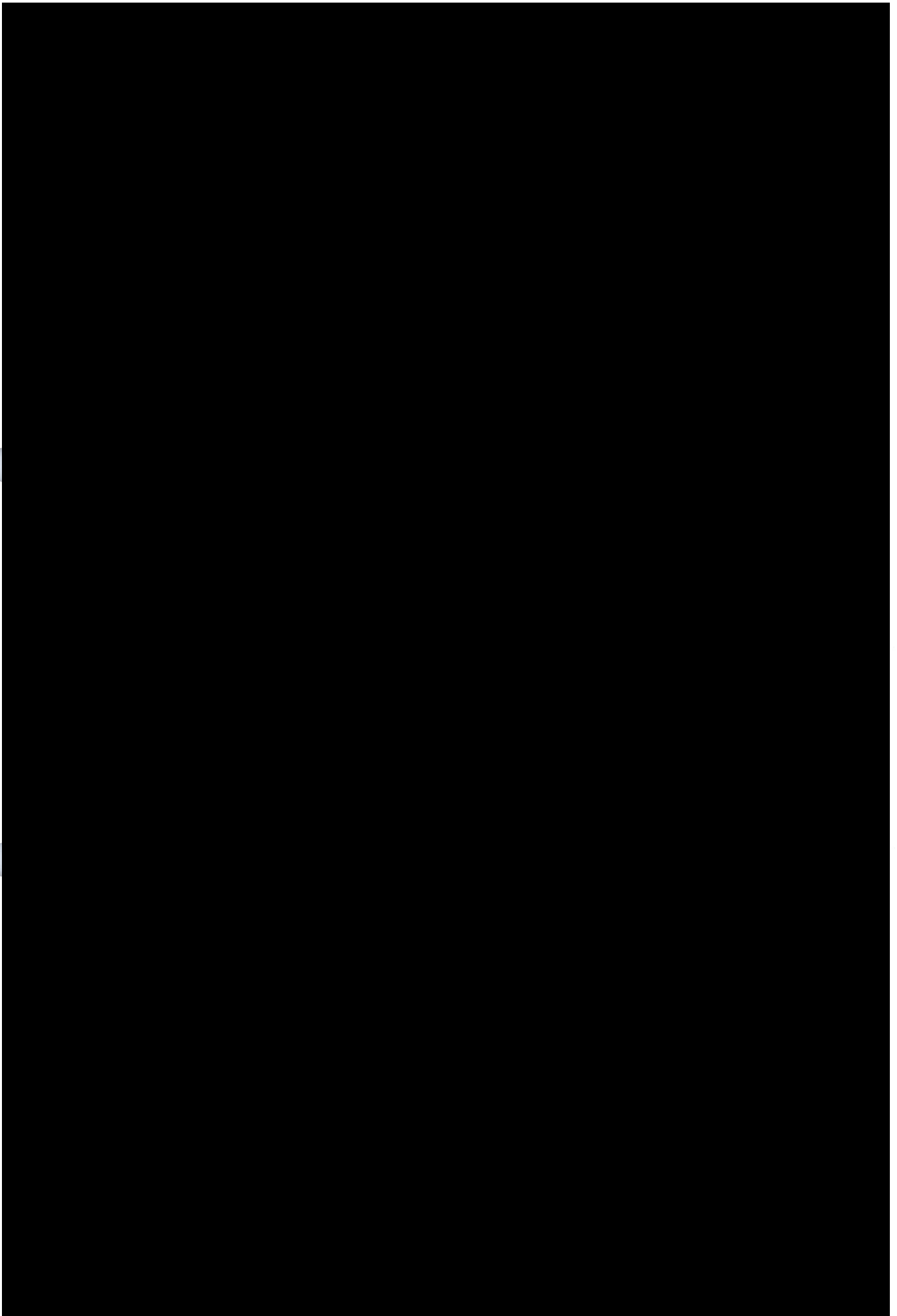


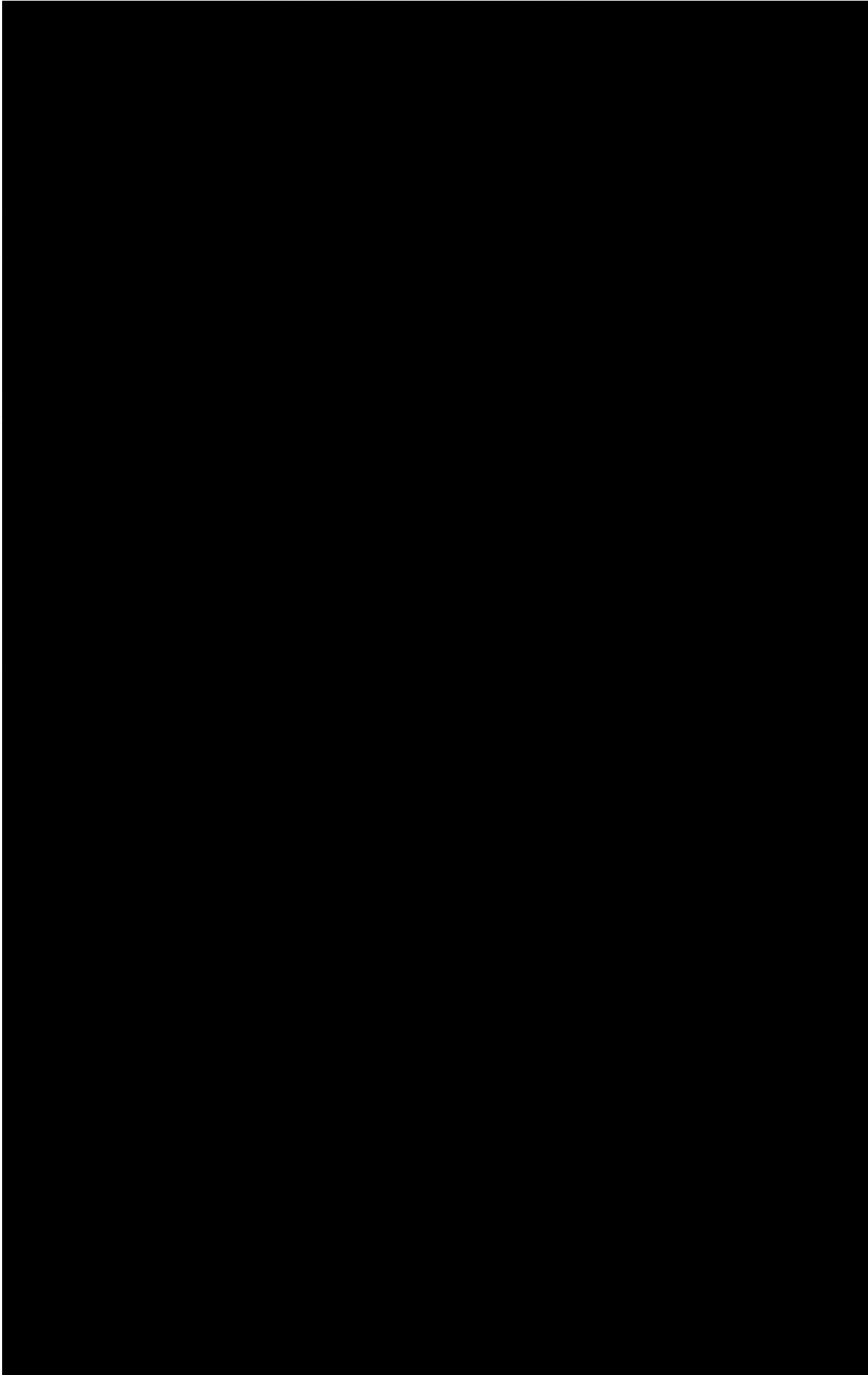




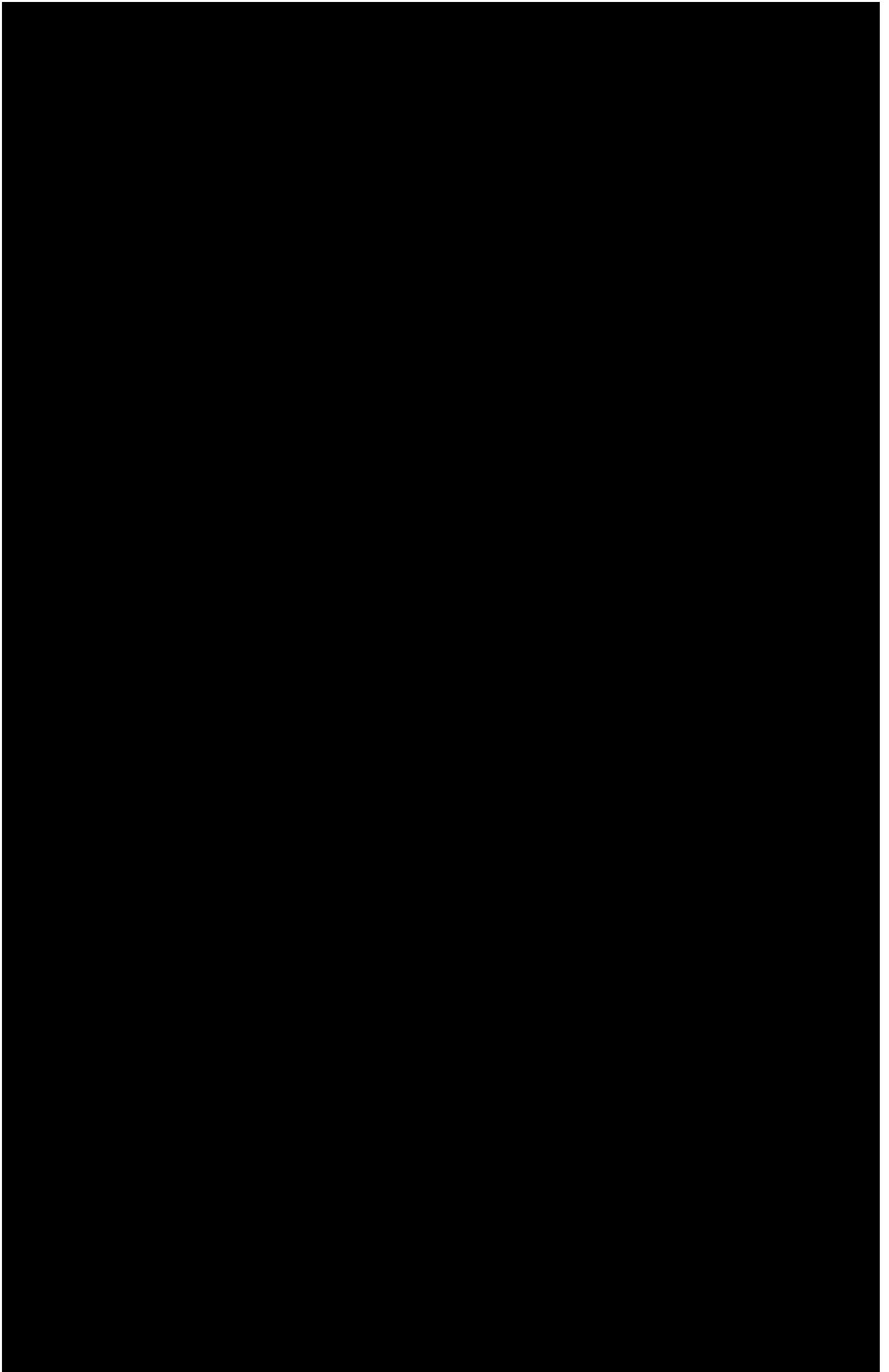


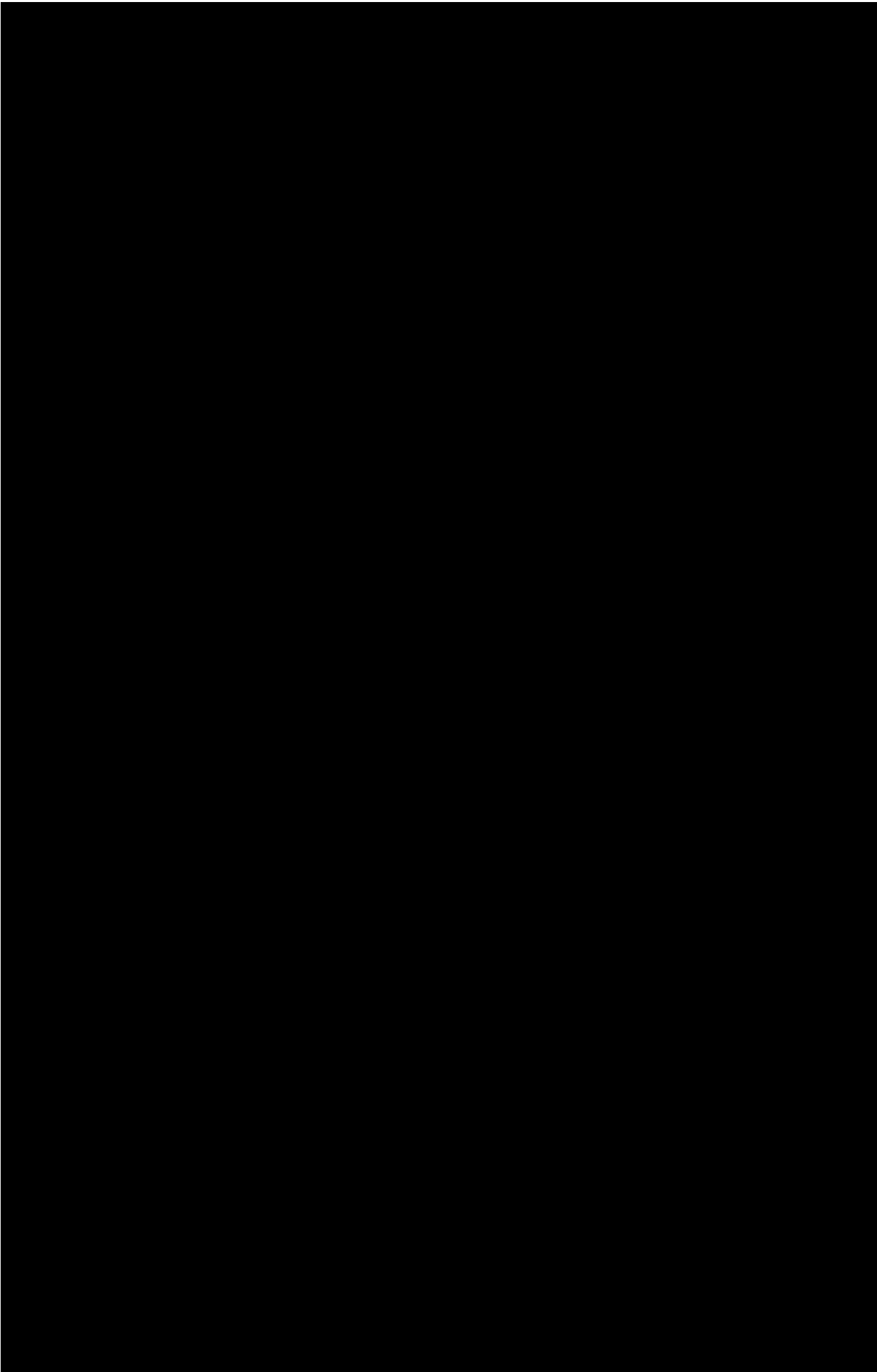


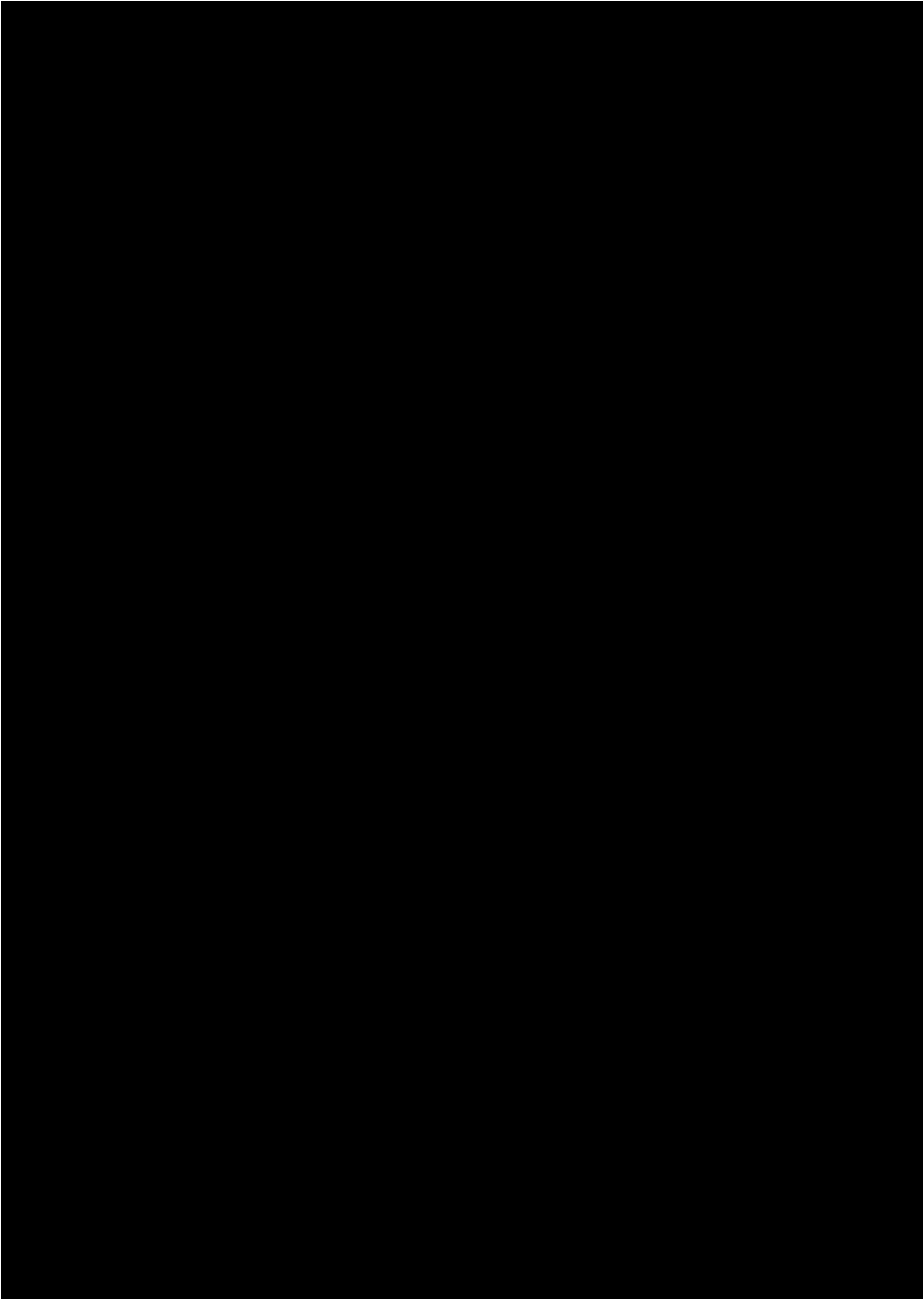






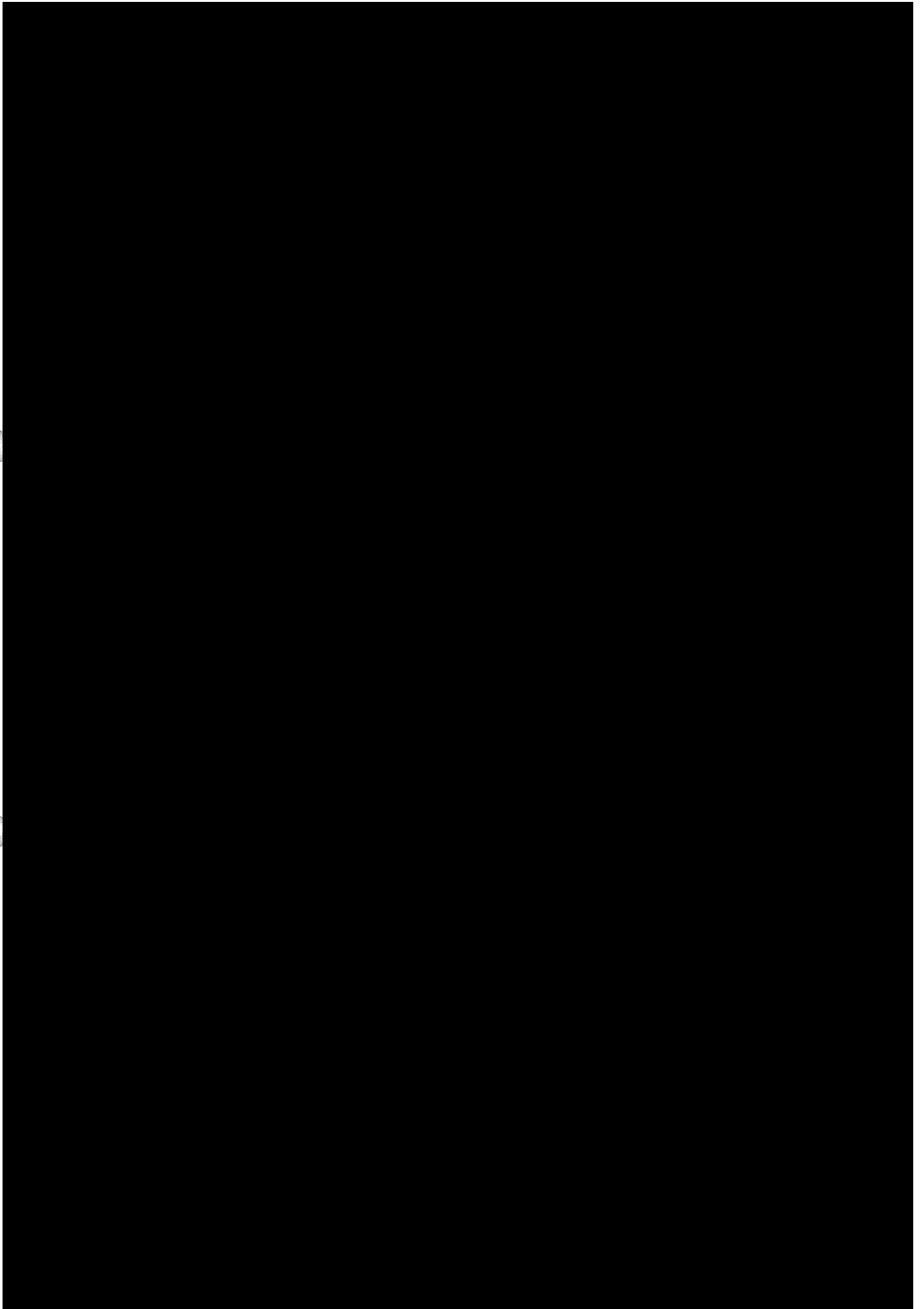




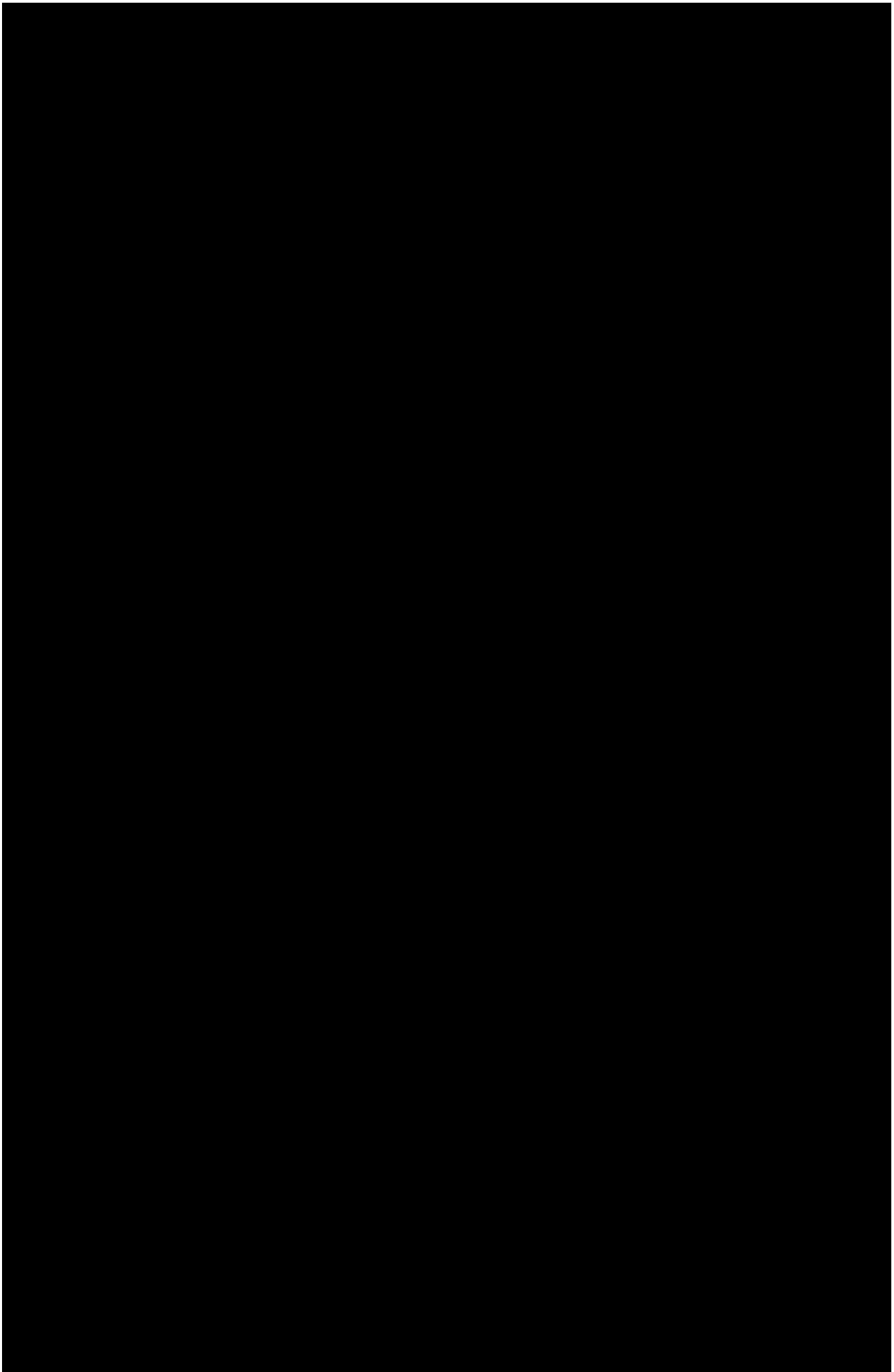


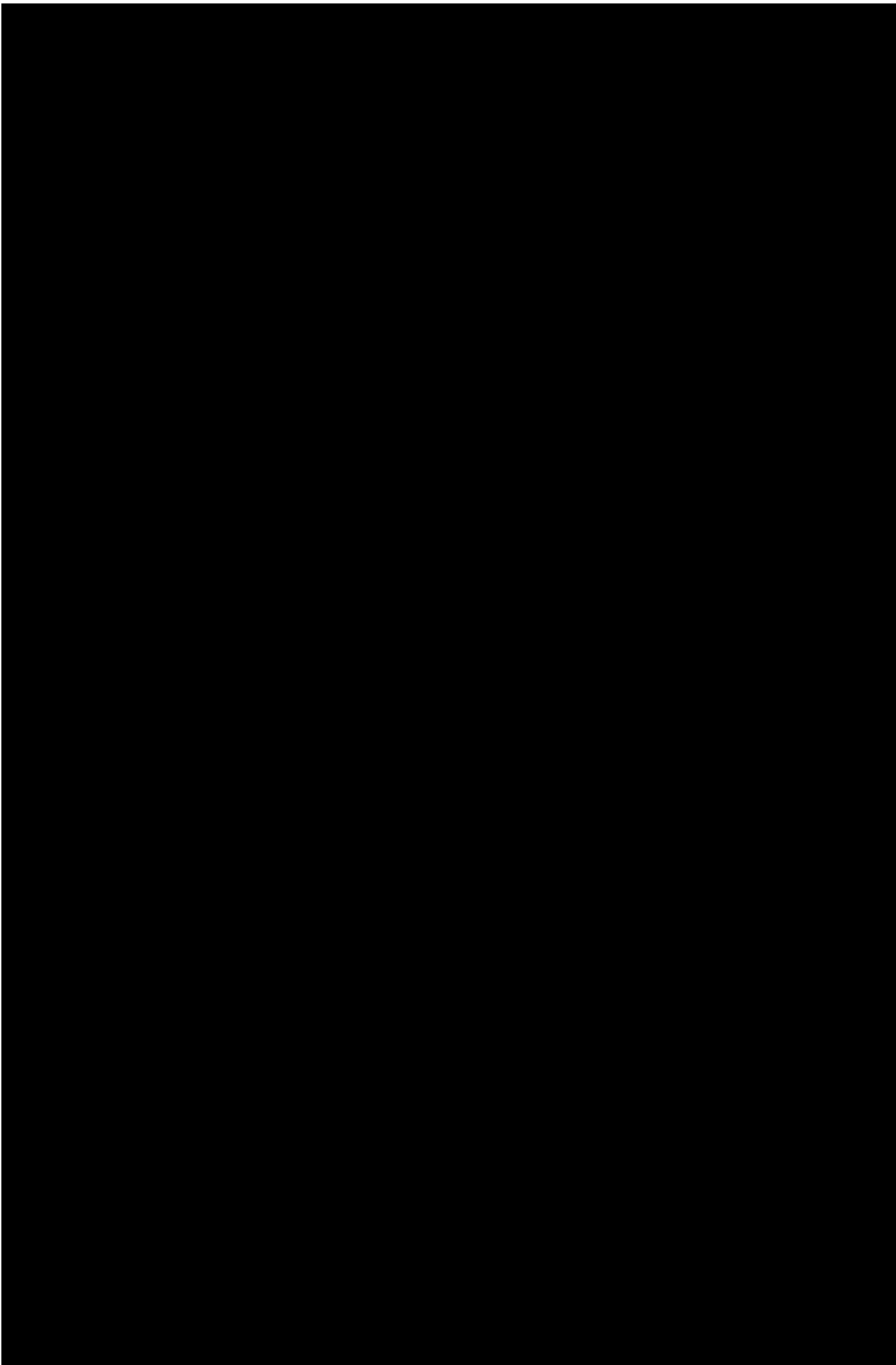




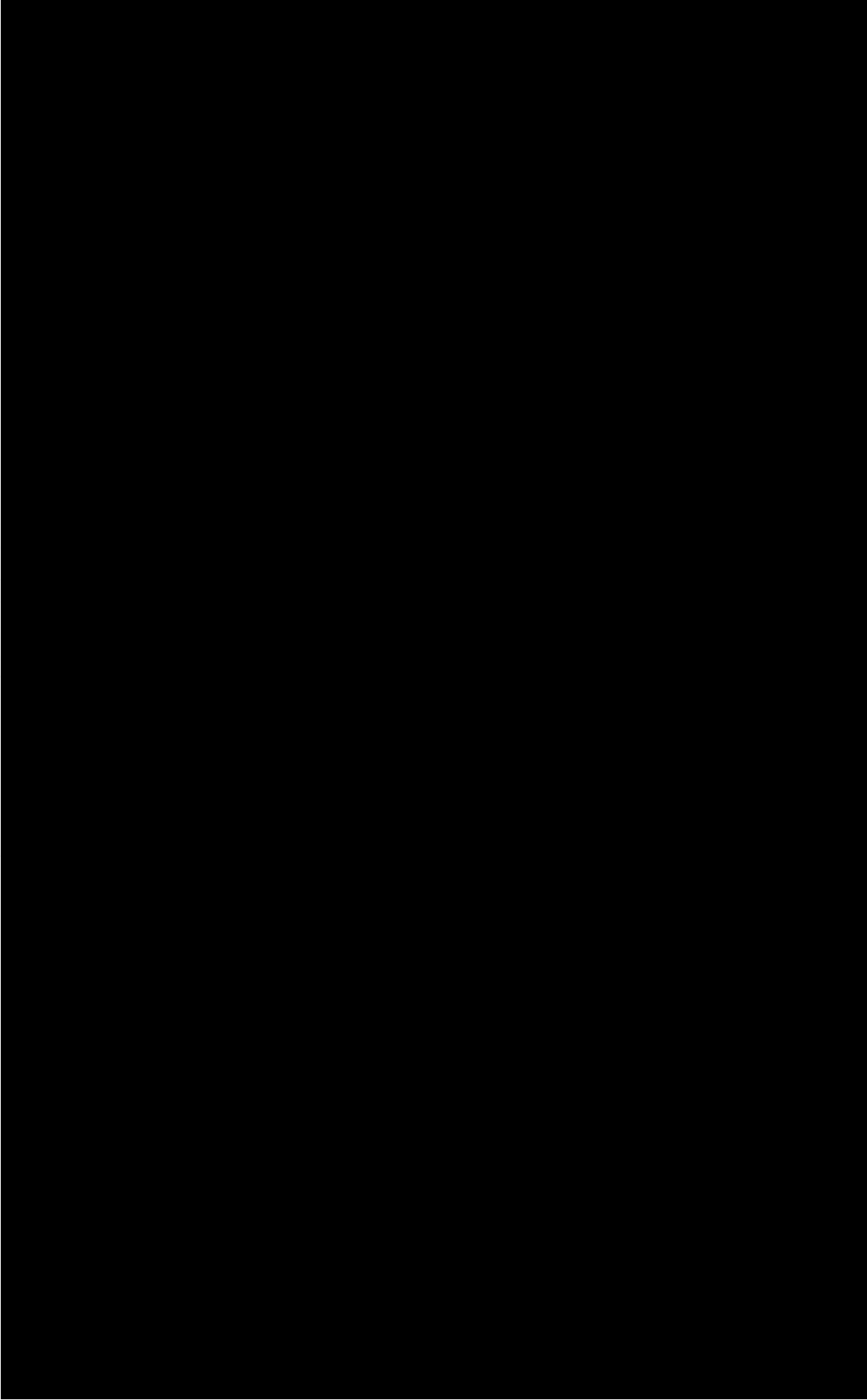


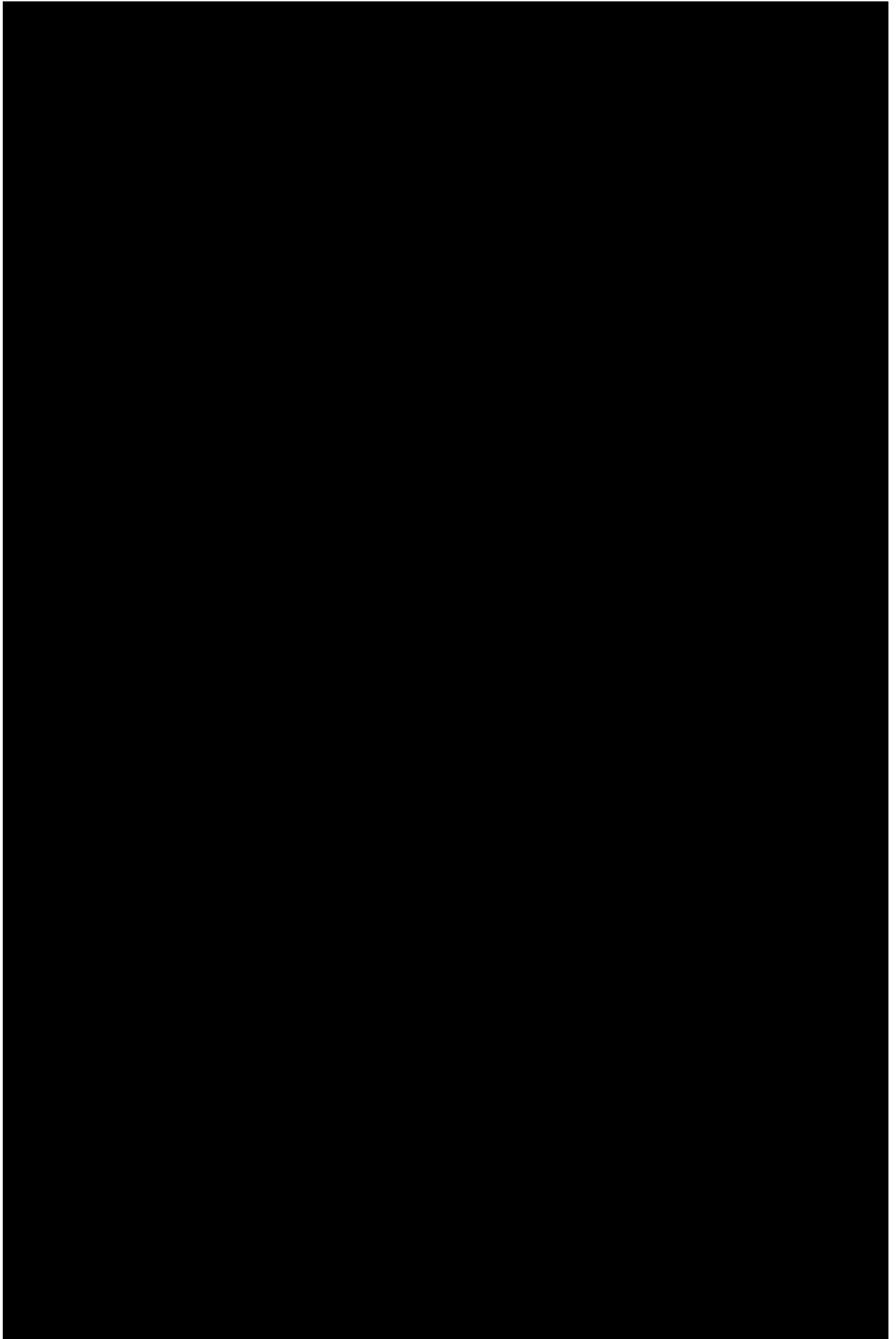


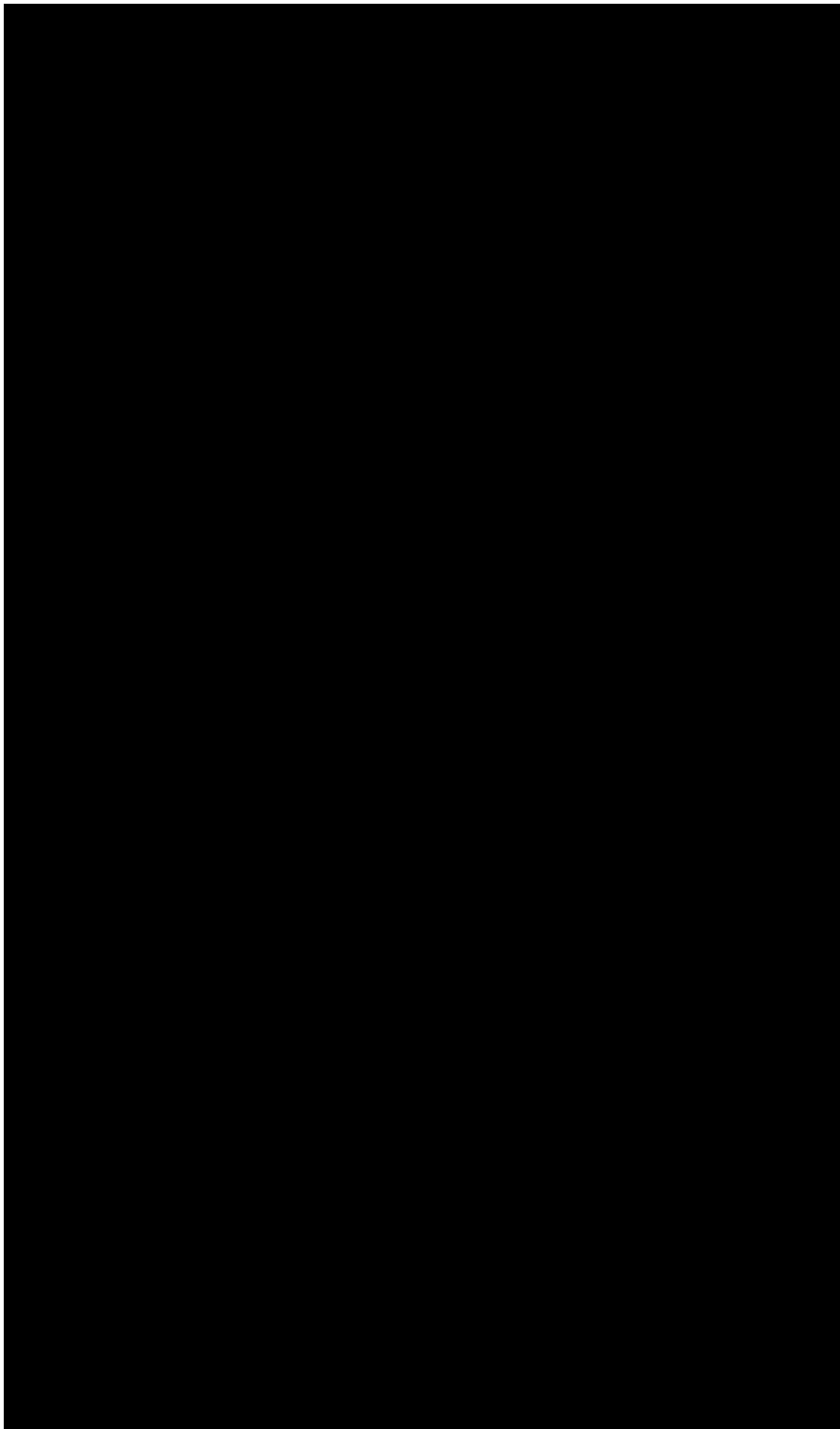


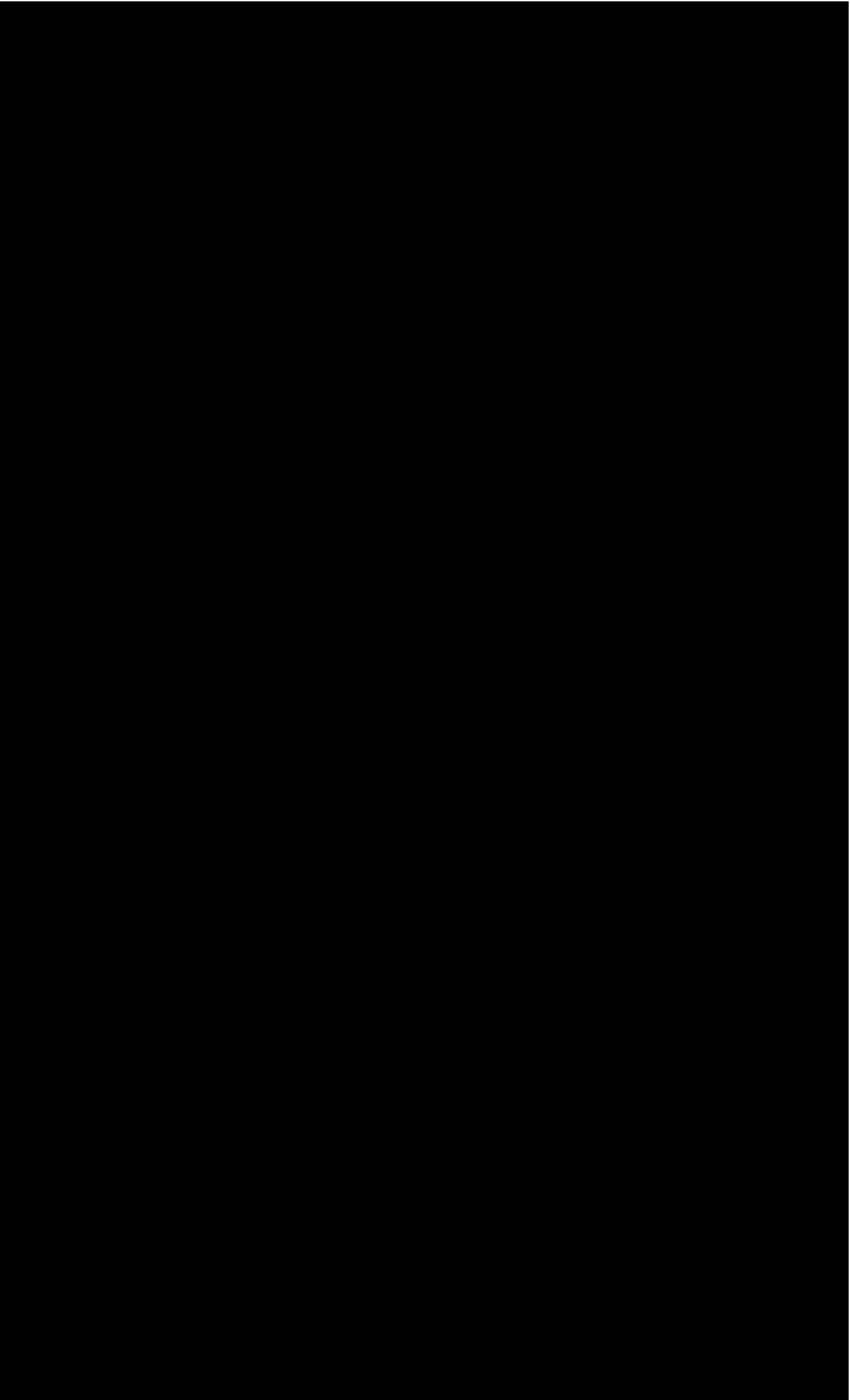






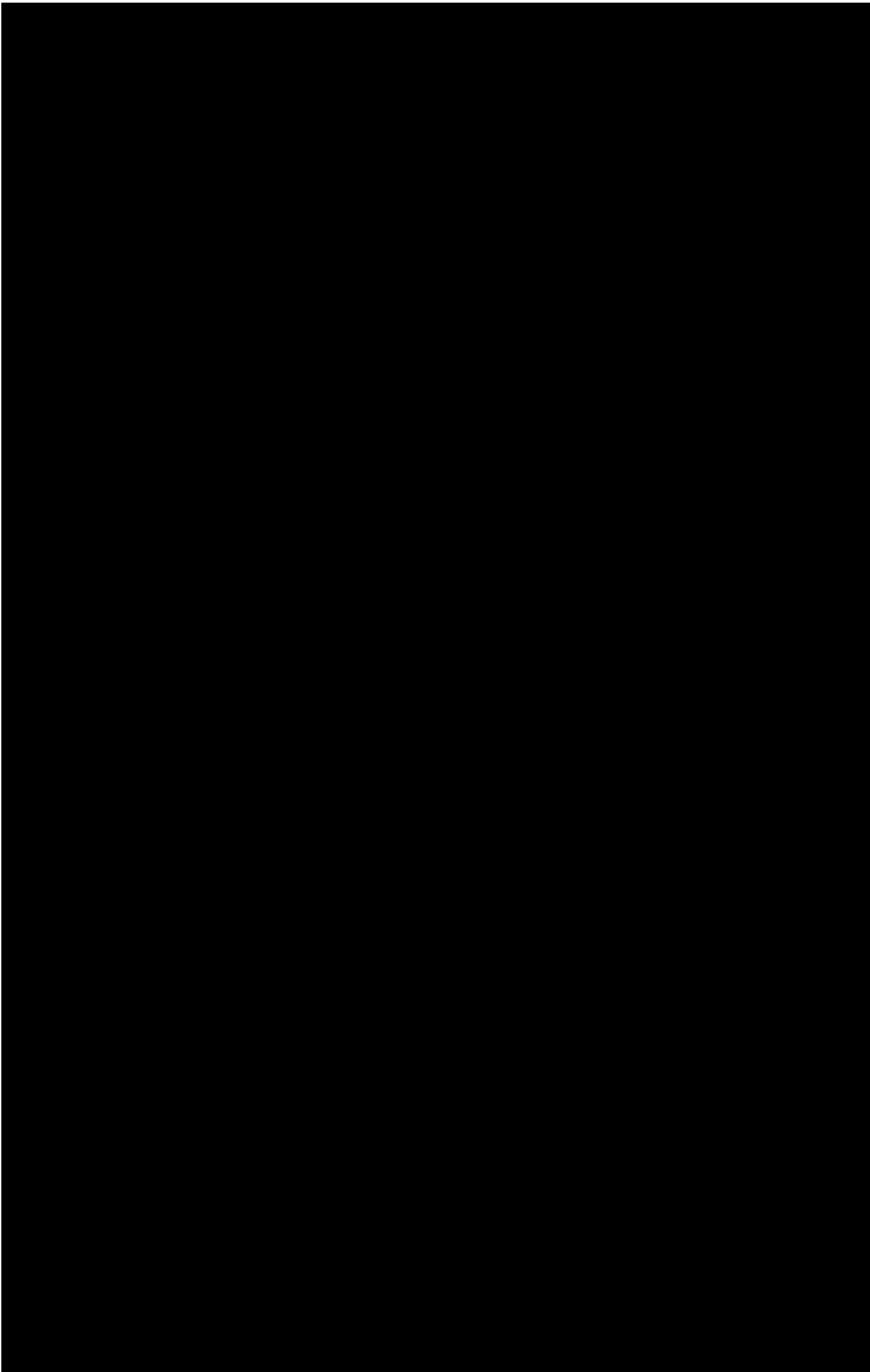


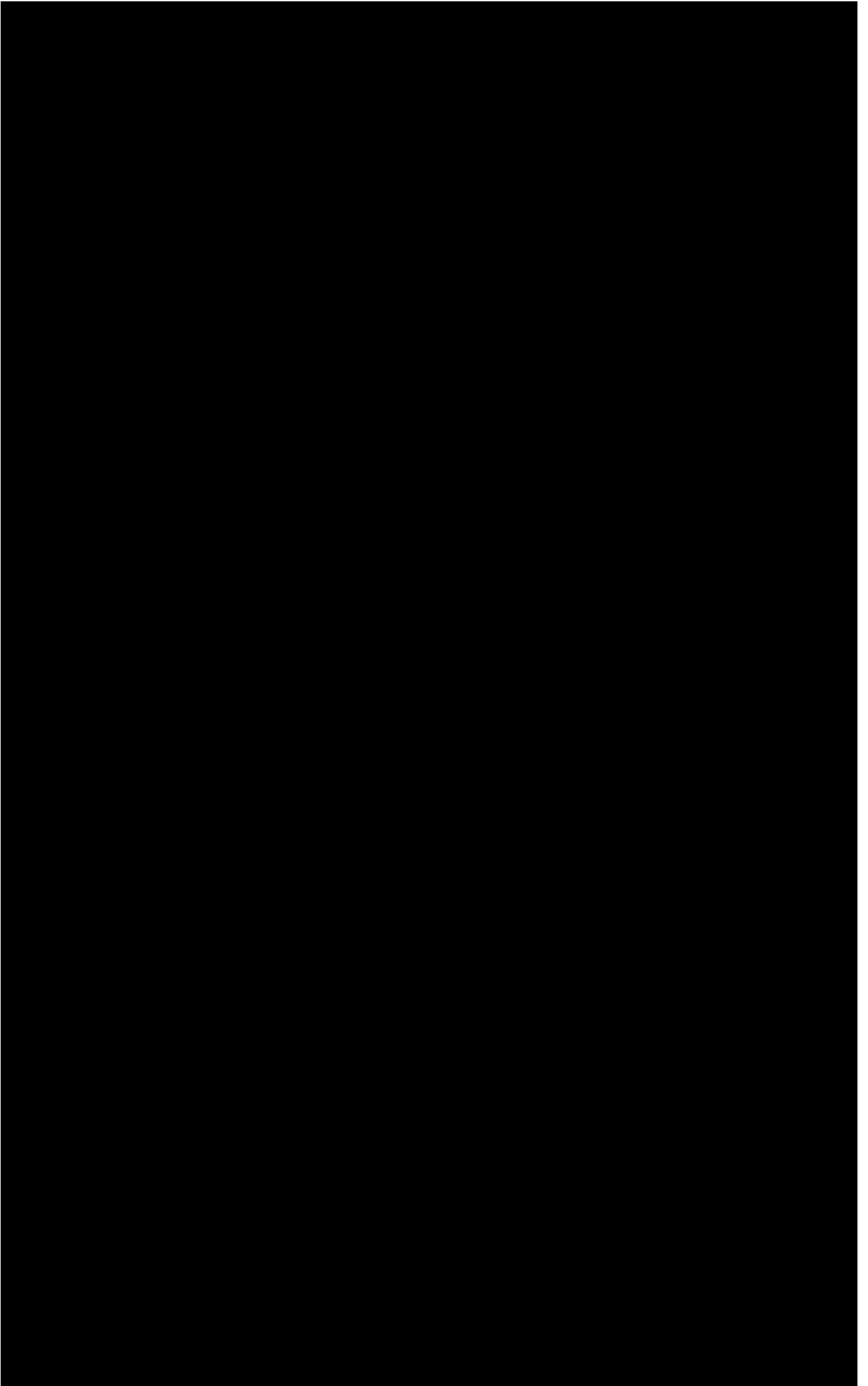


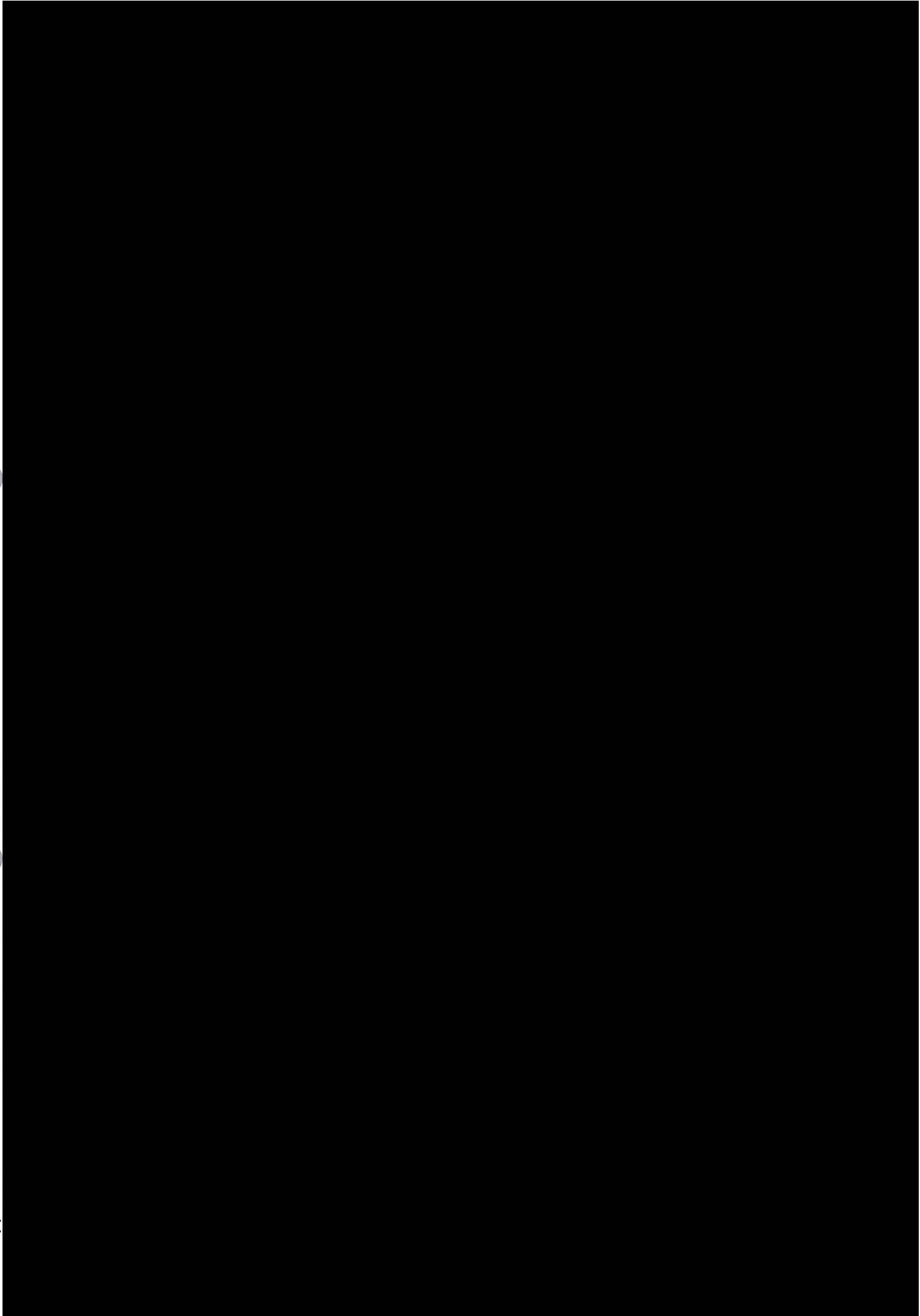


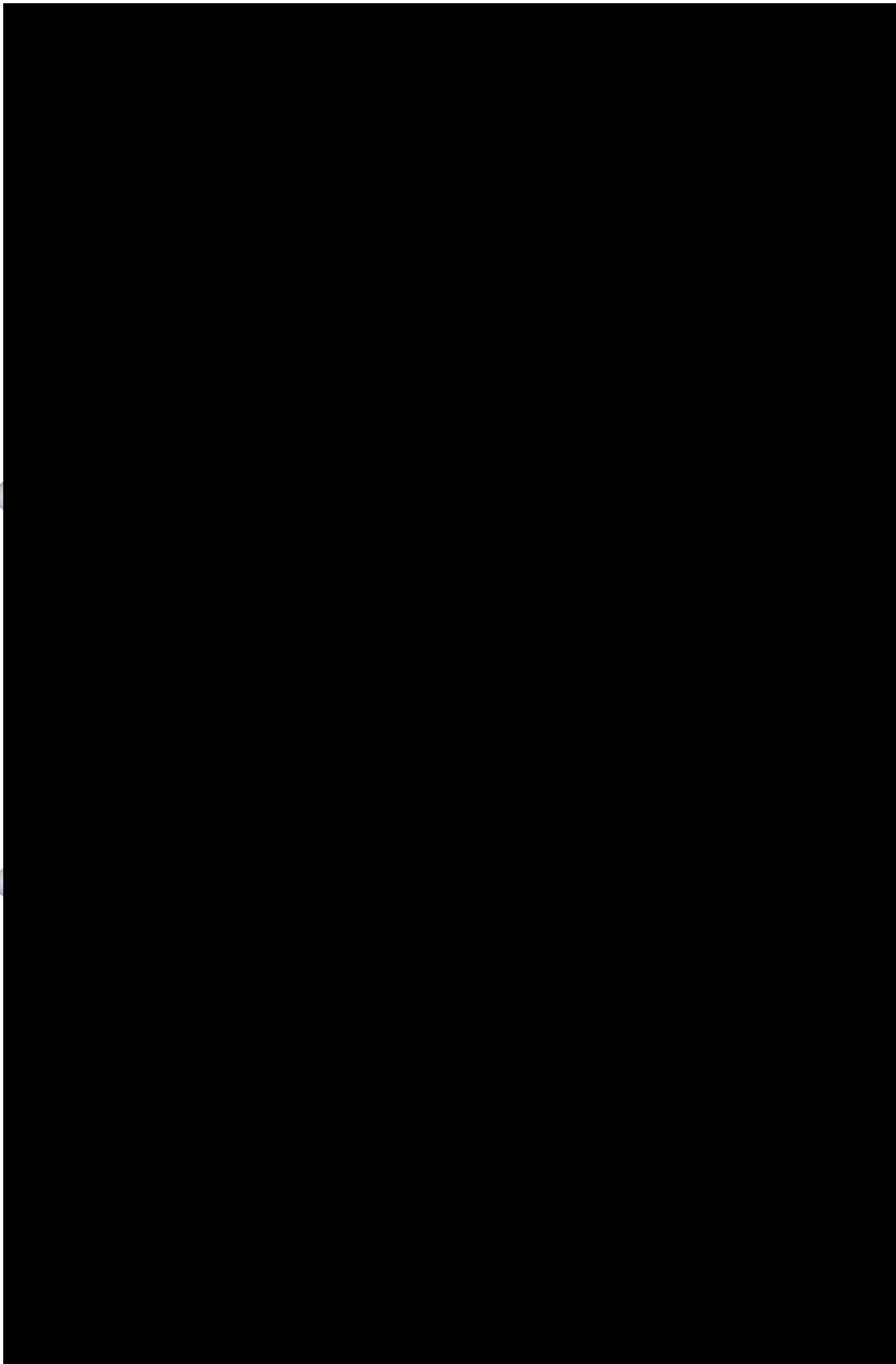
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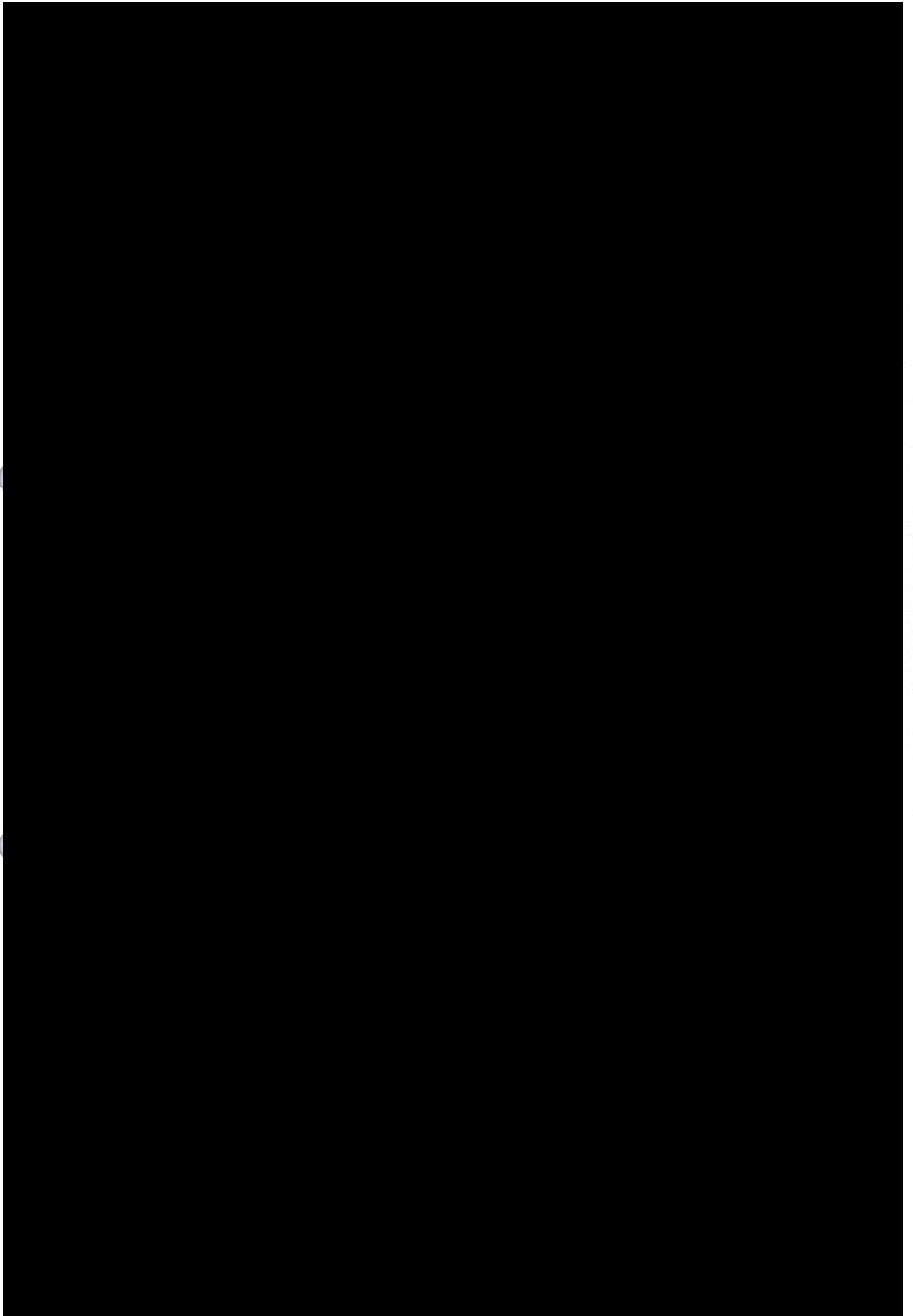




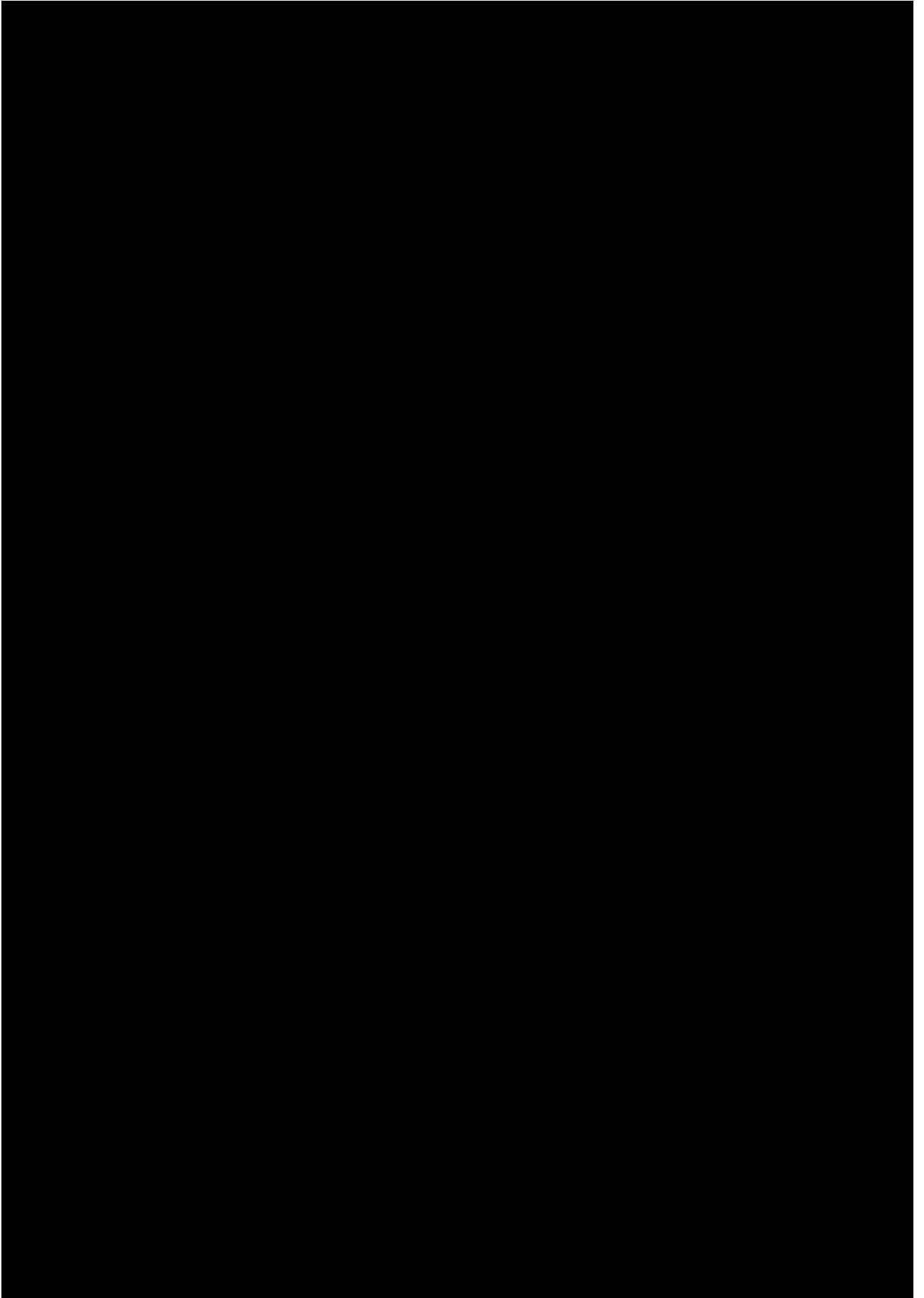


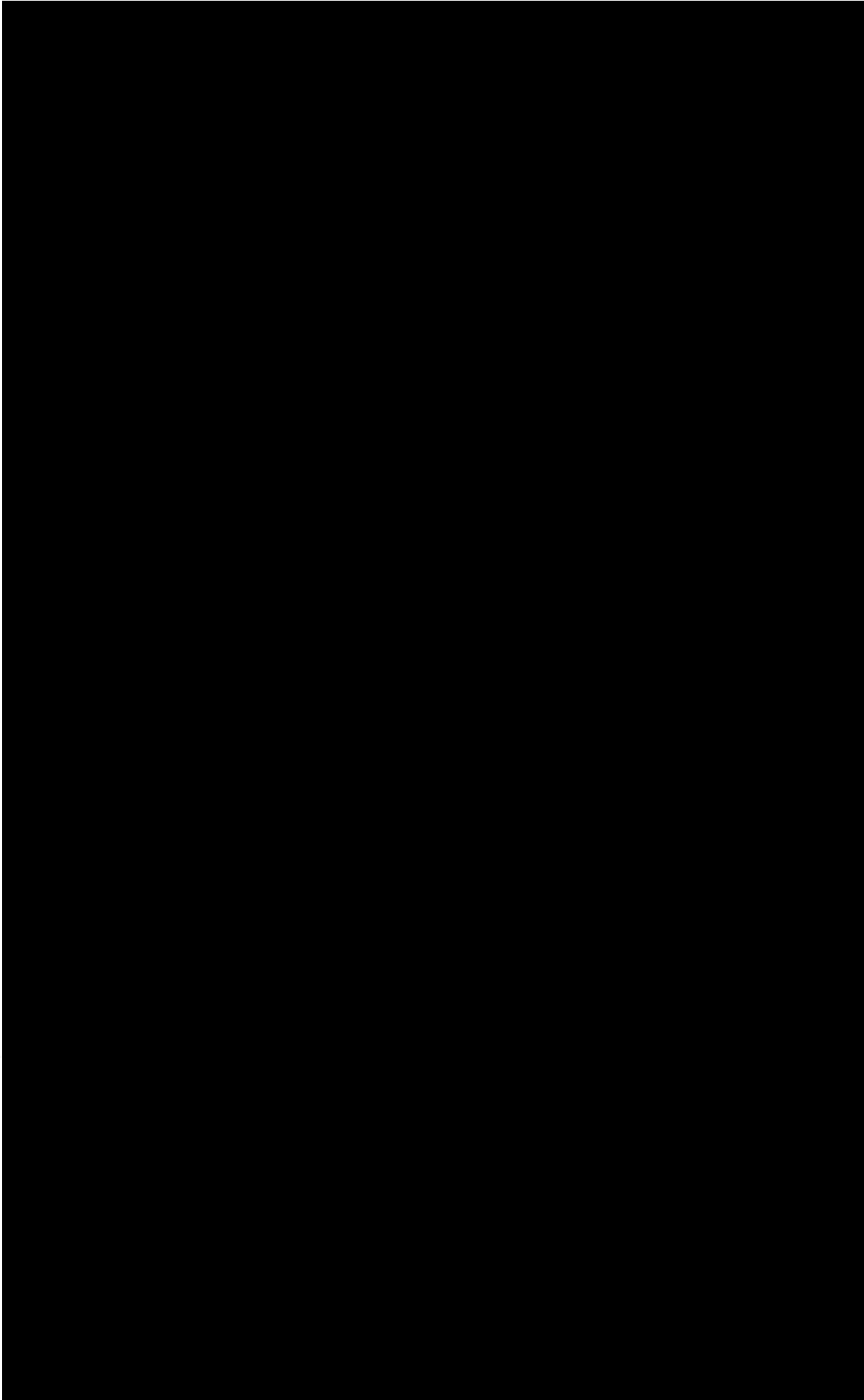


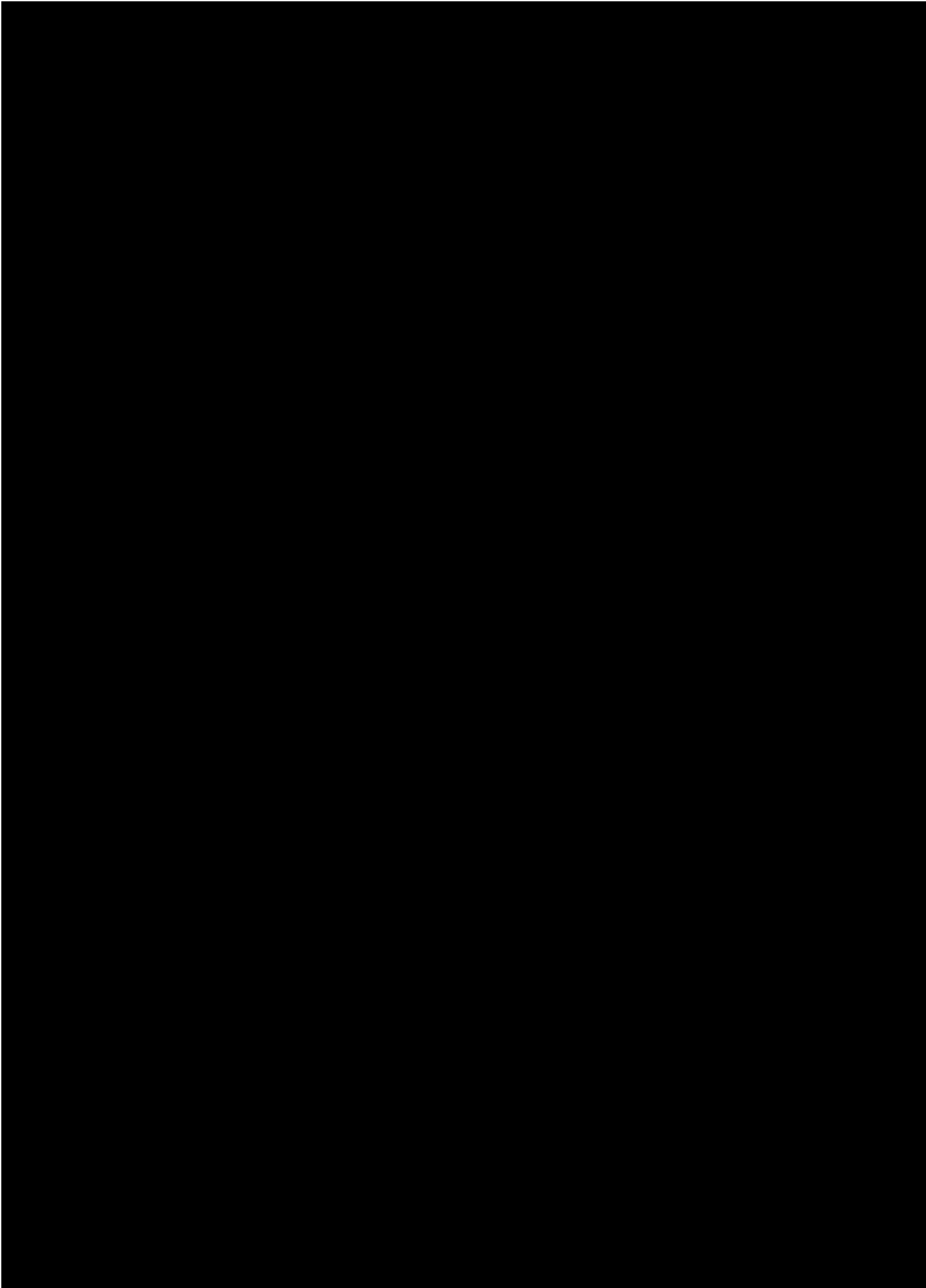




**ANNEXURE F
TSE Contract**

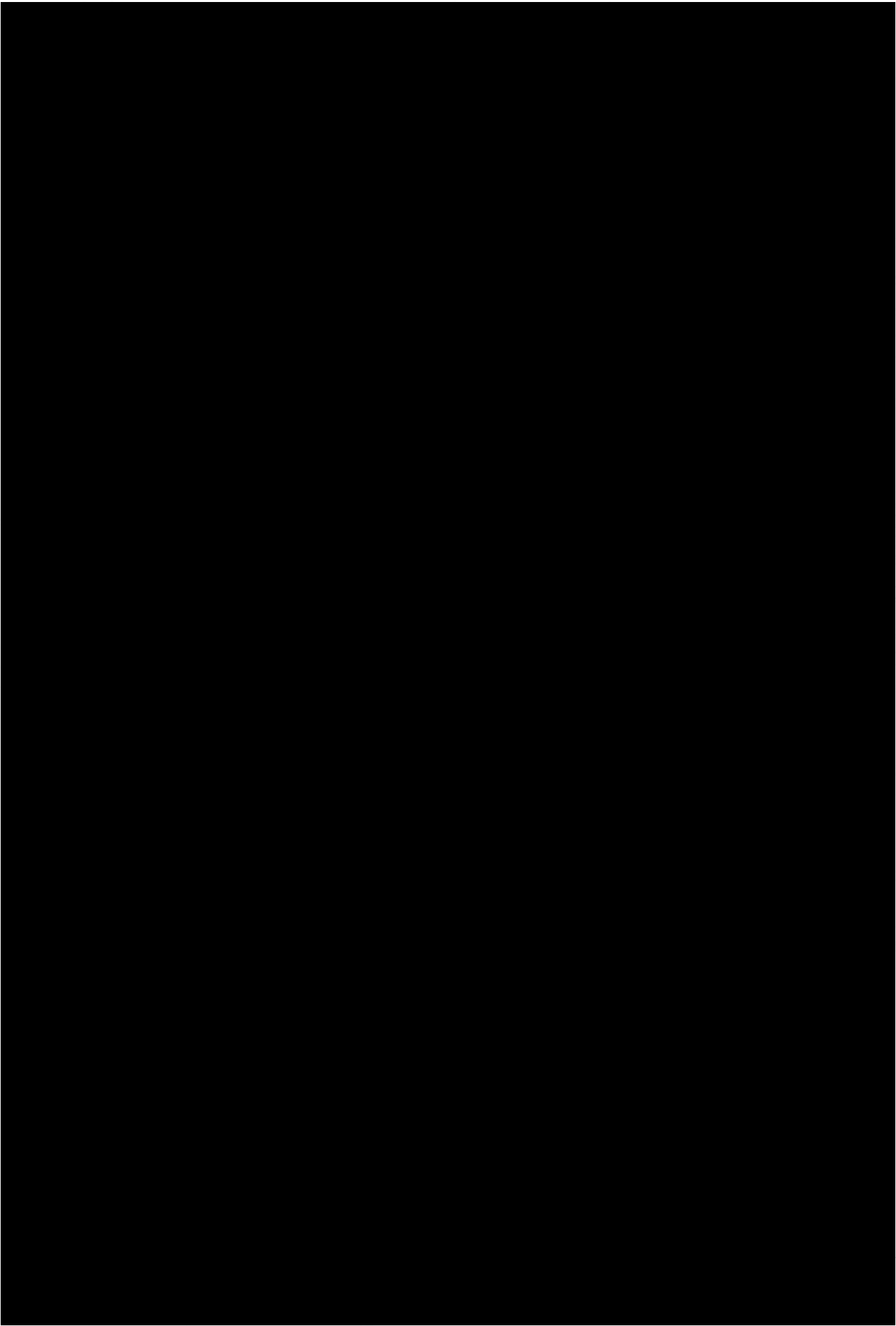


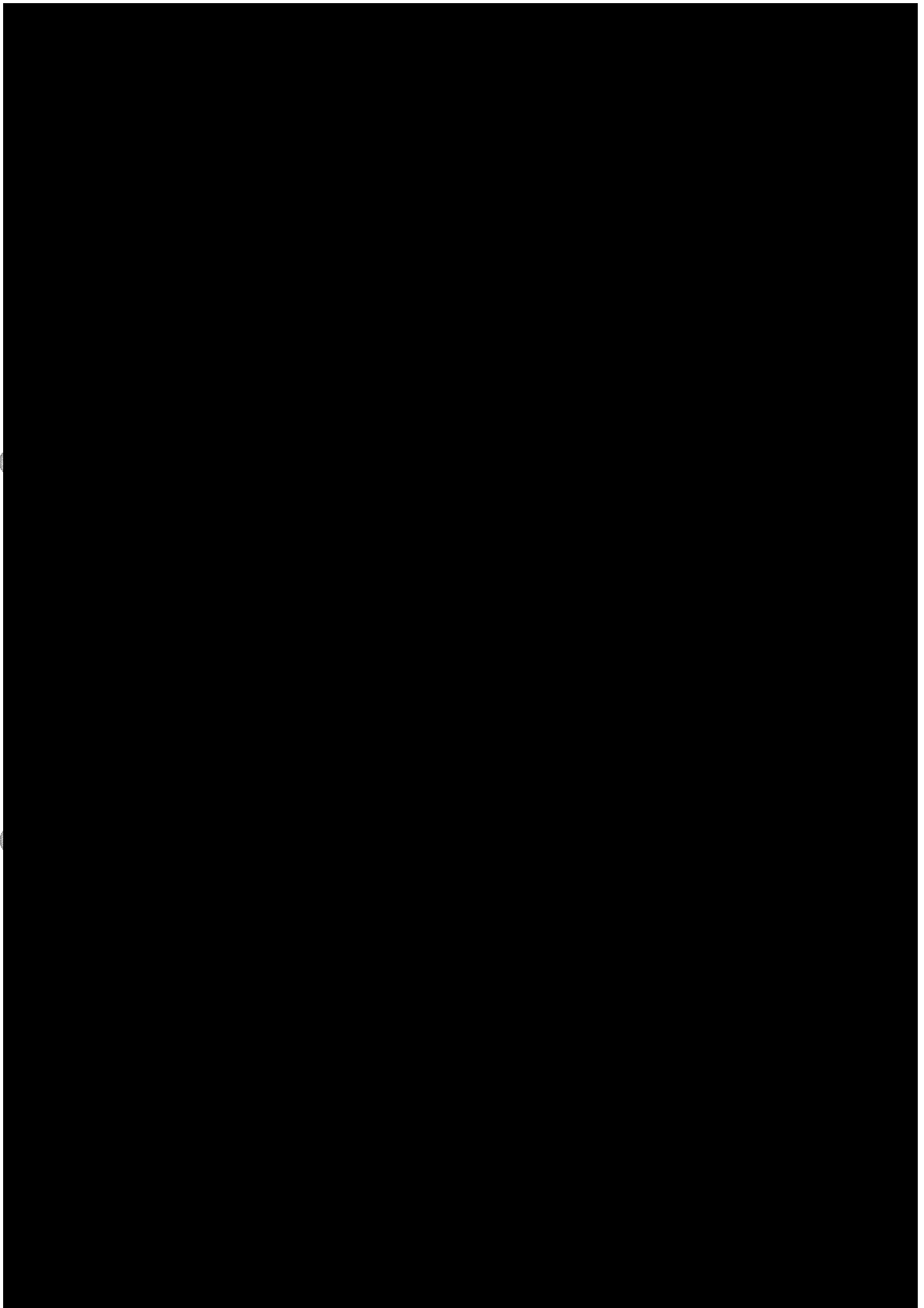


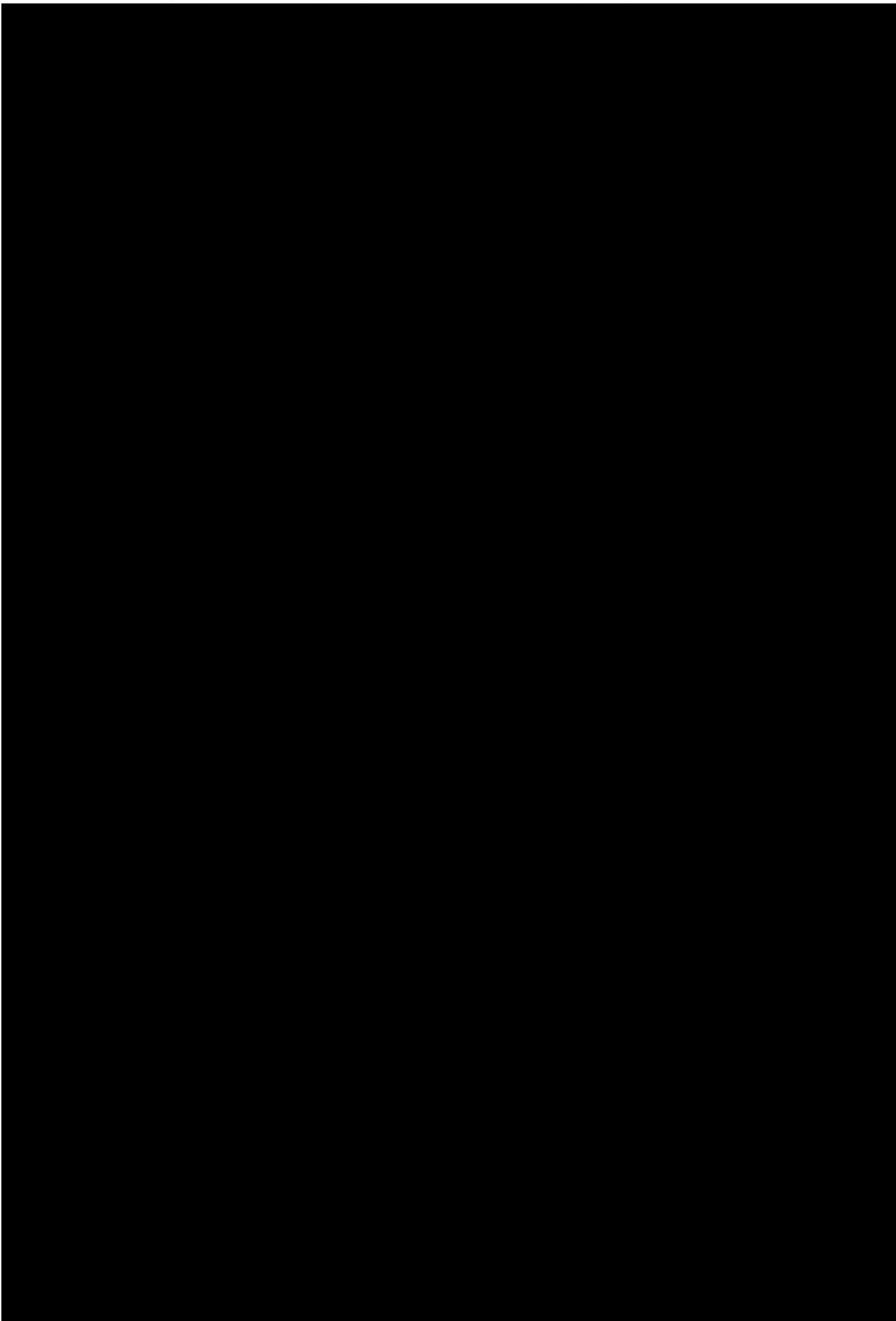


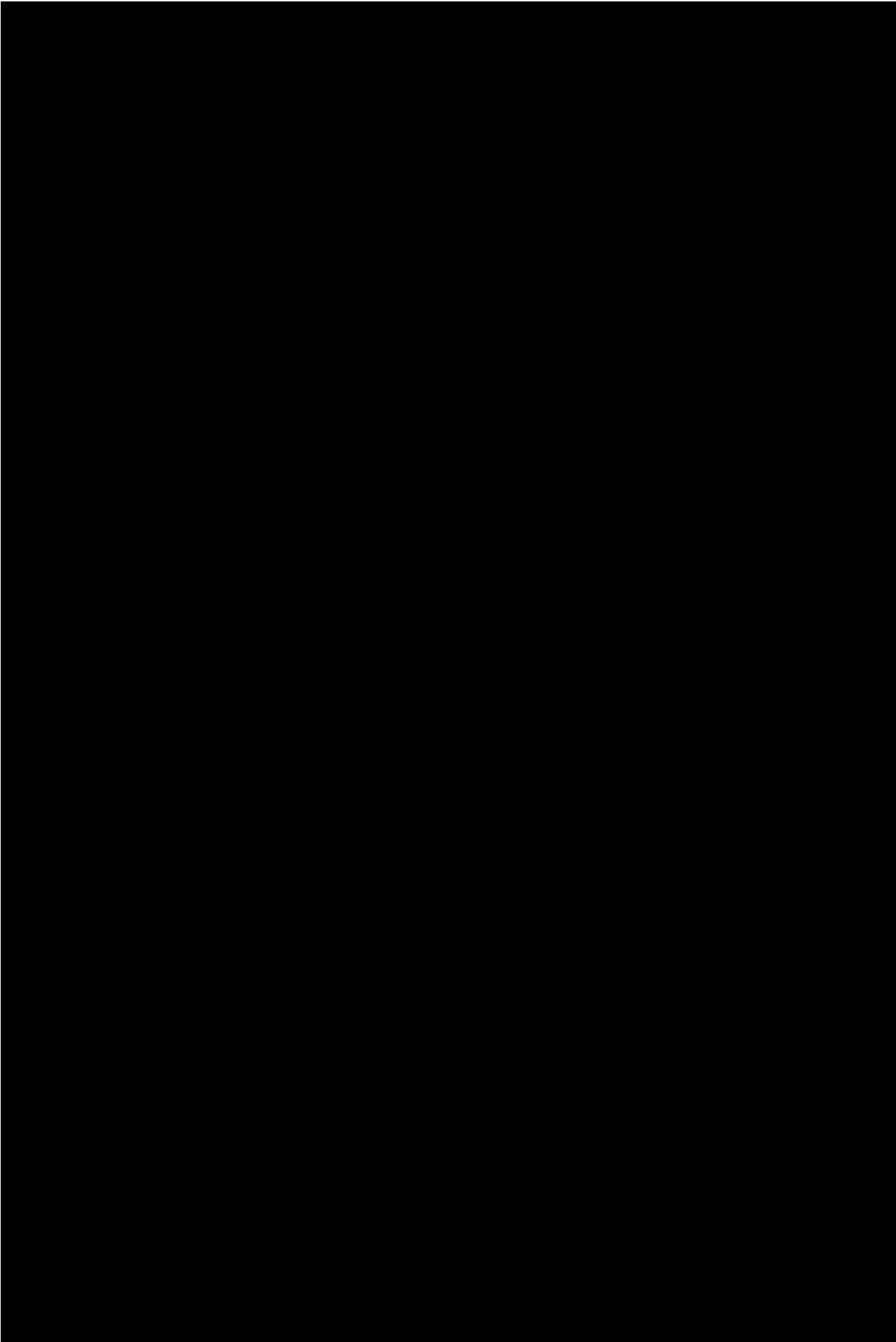
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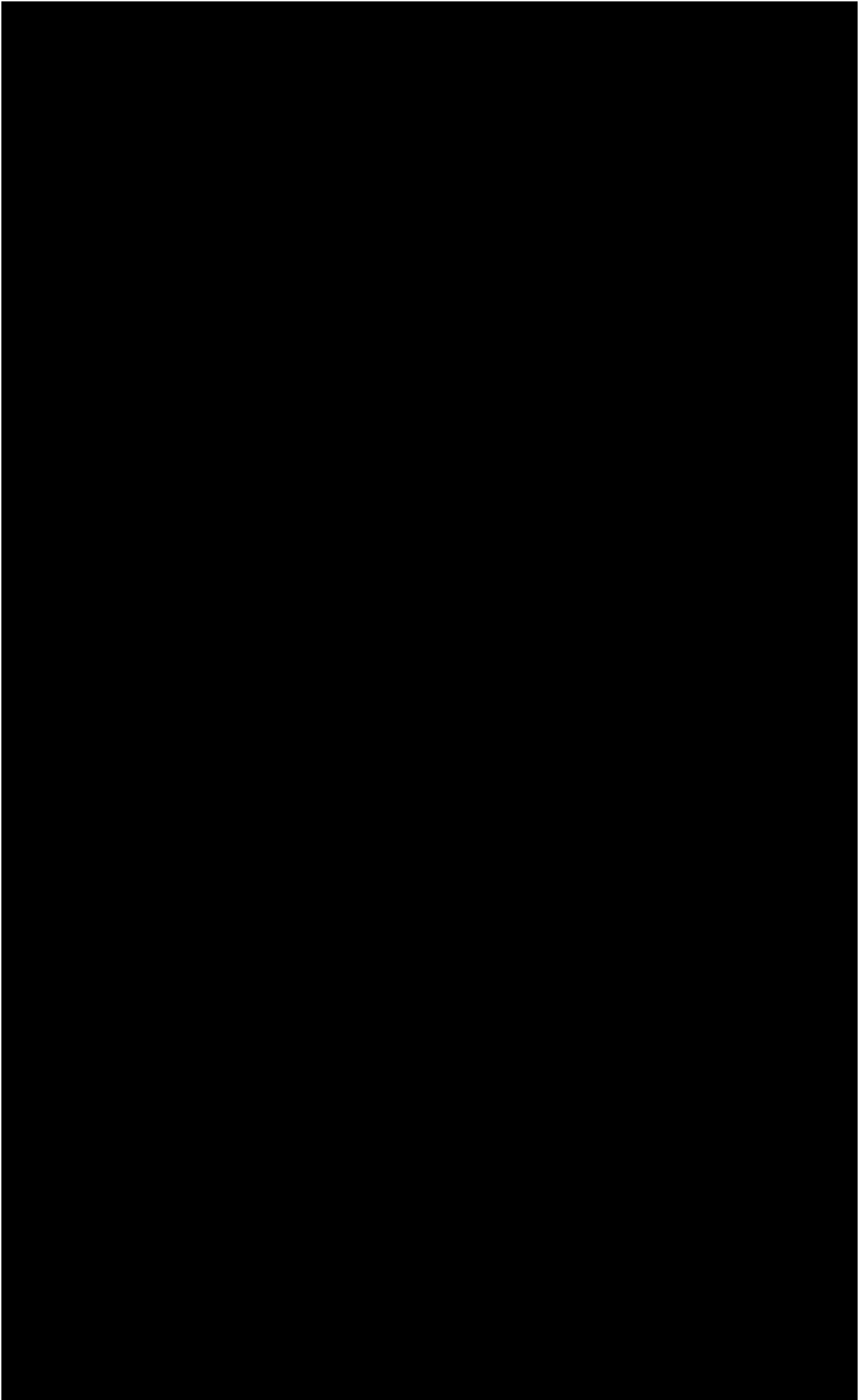
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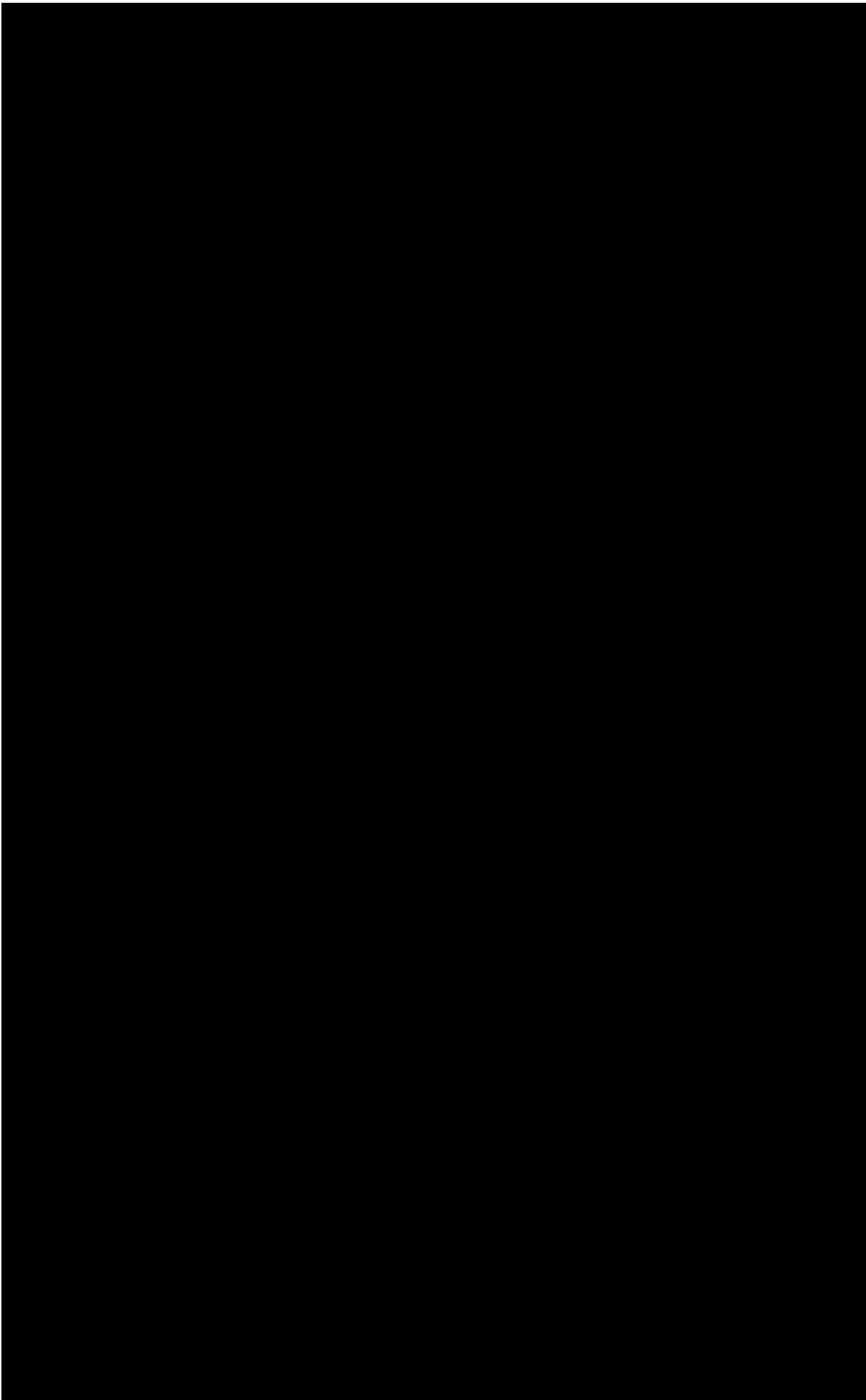


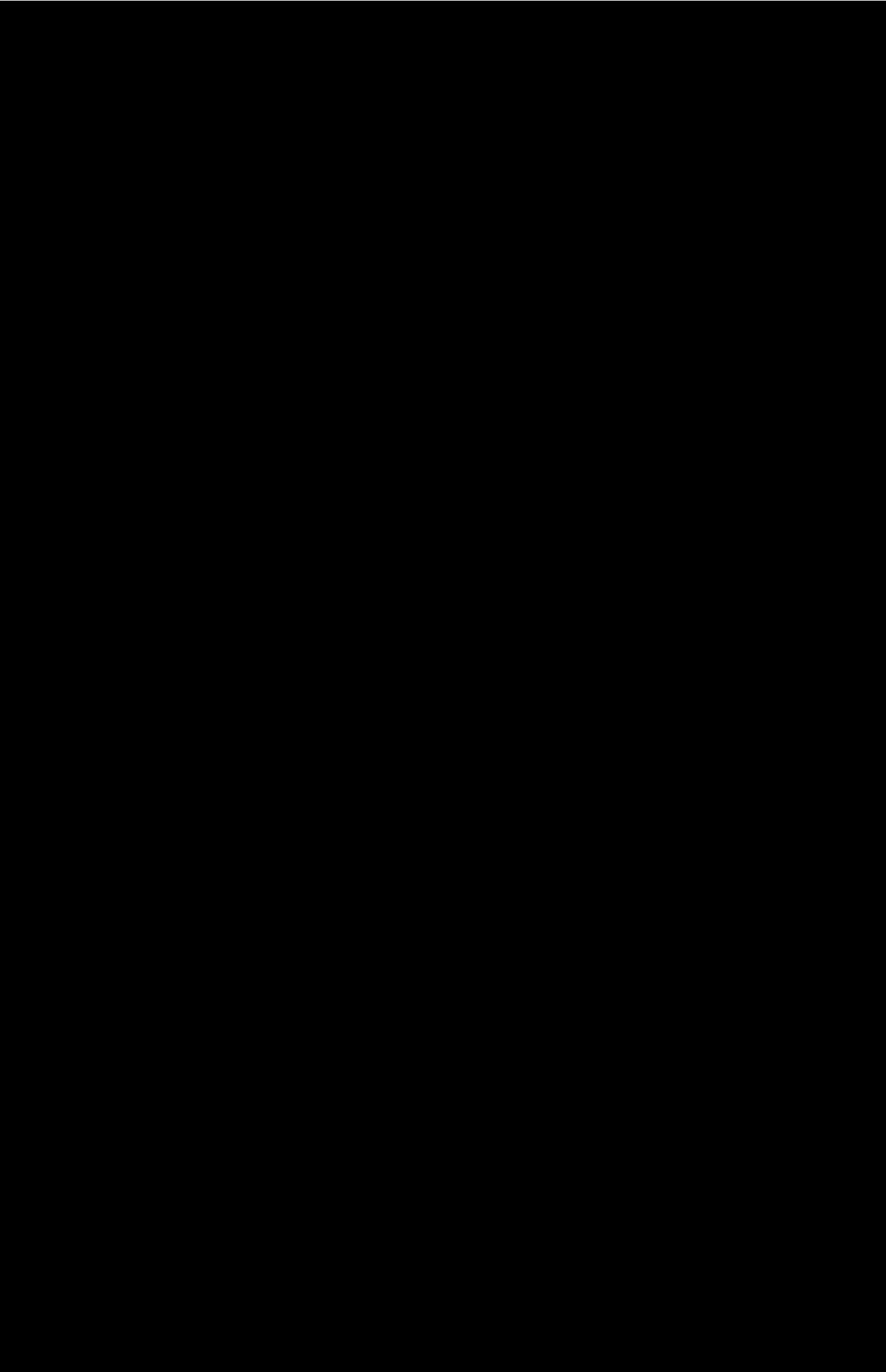




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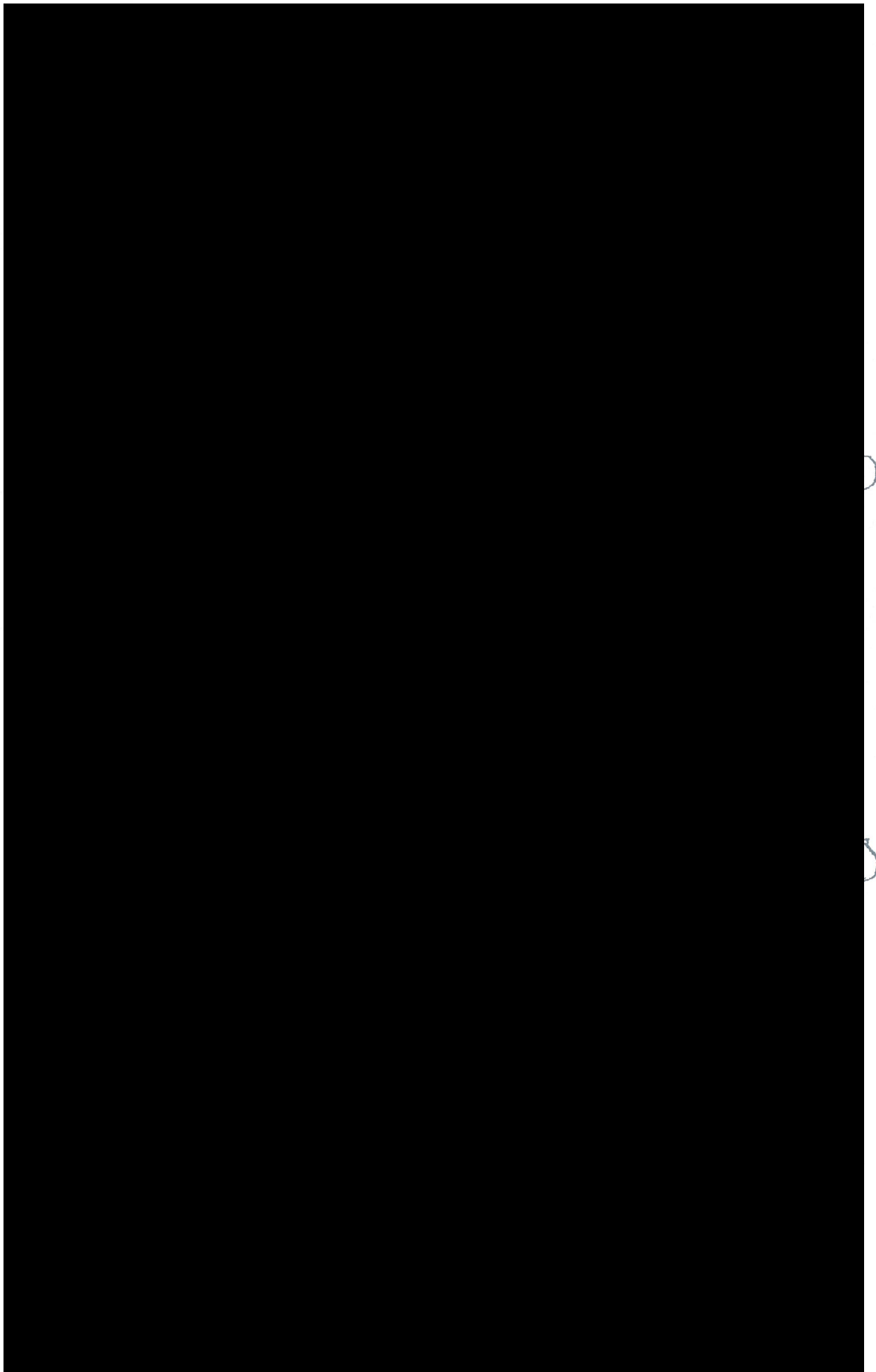
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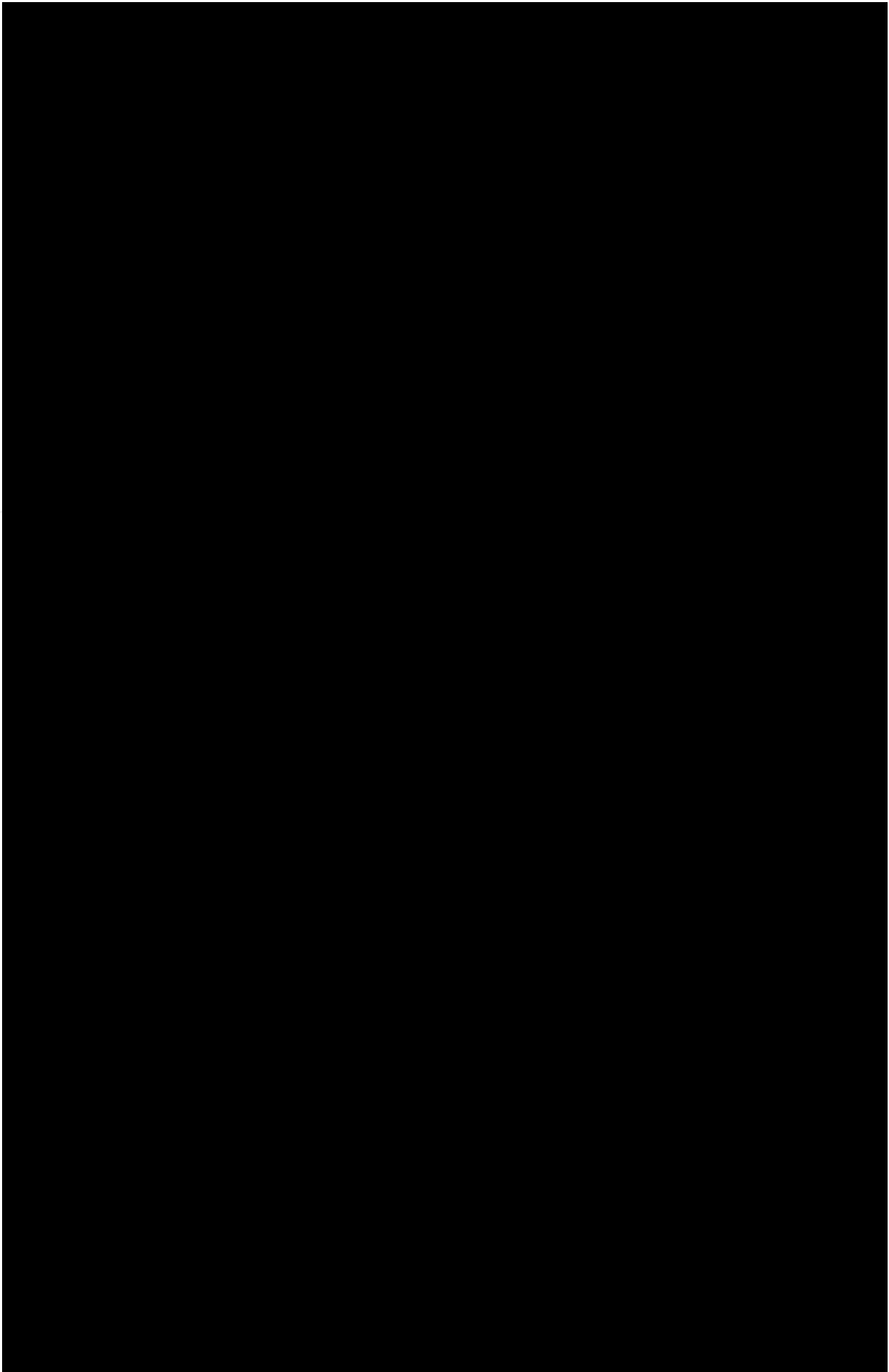


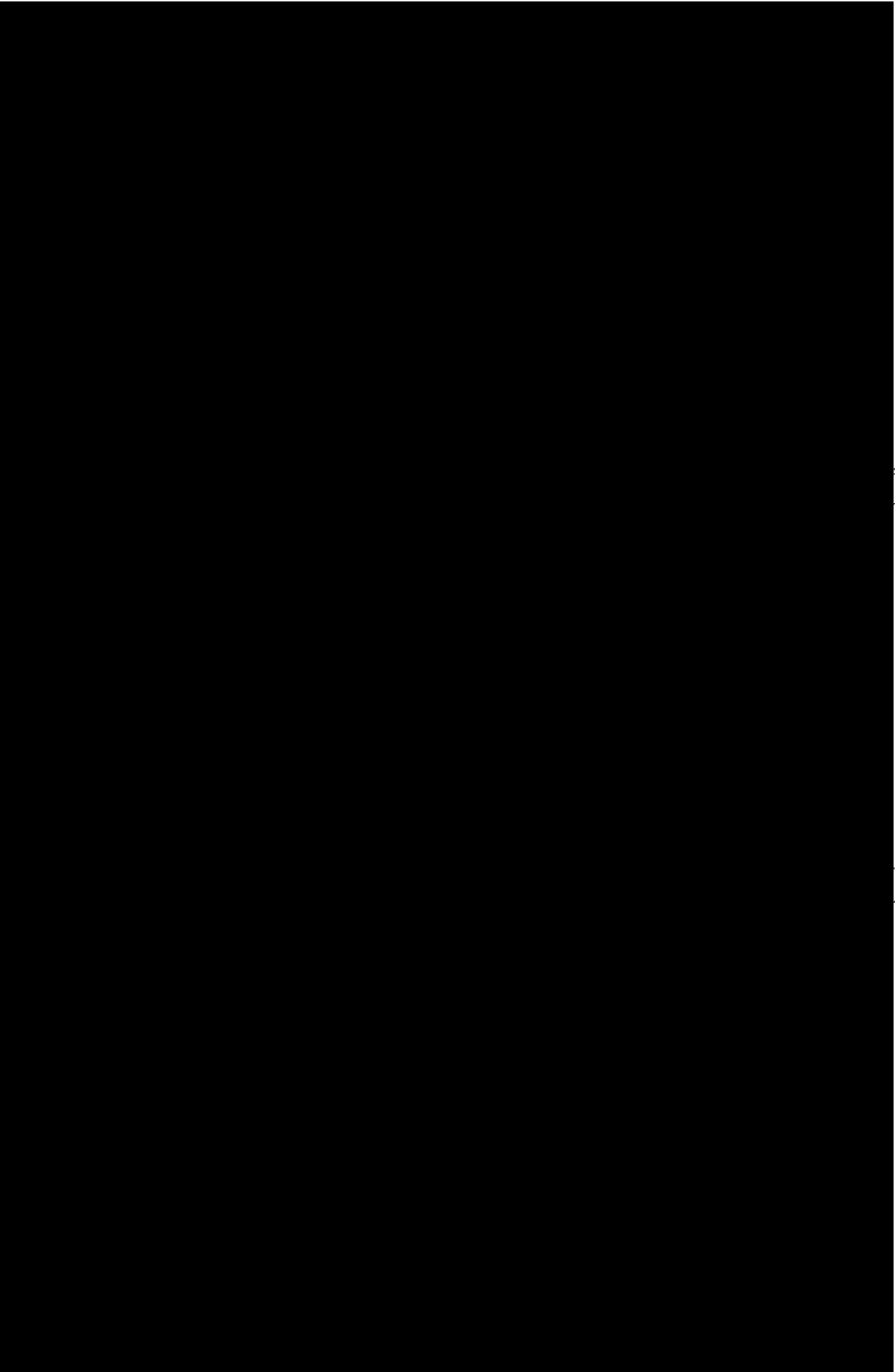


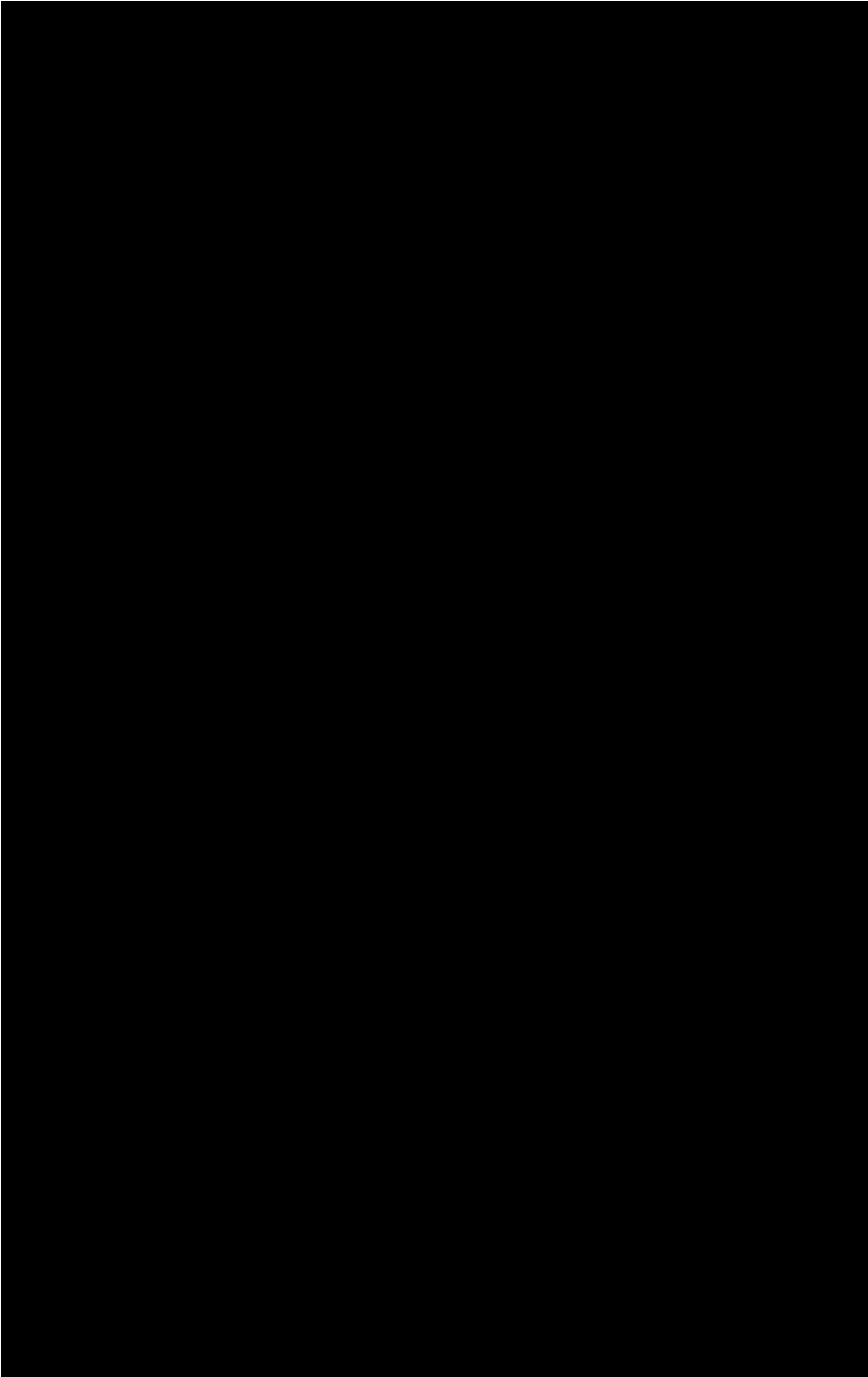
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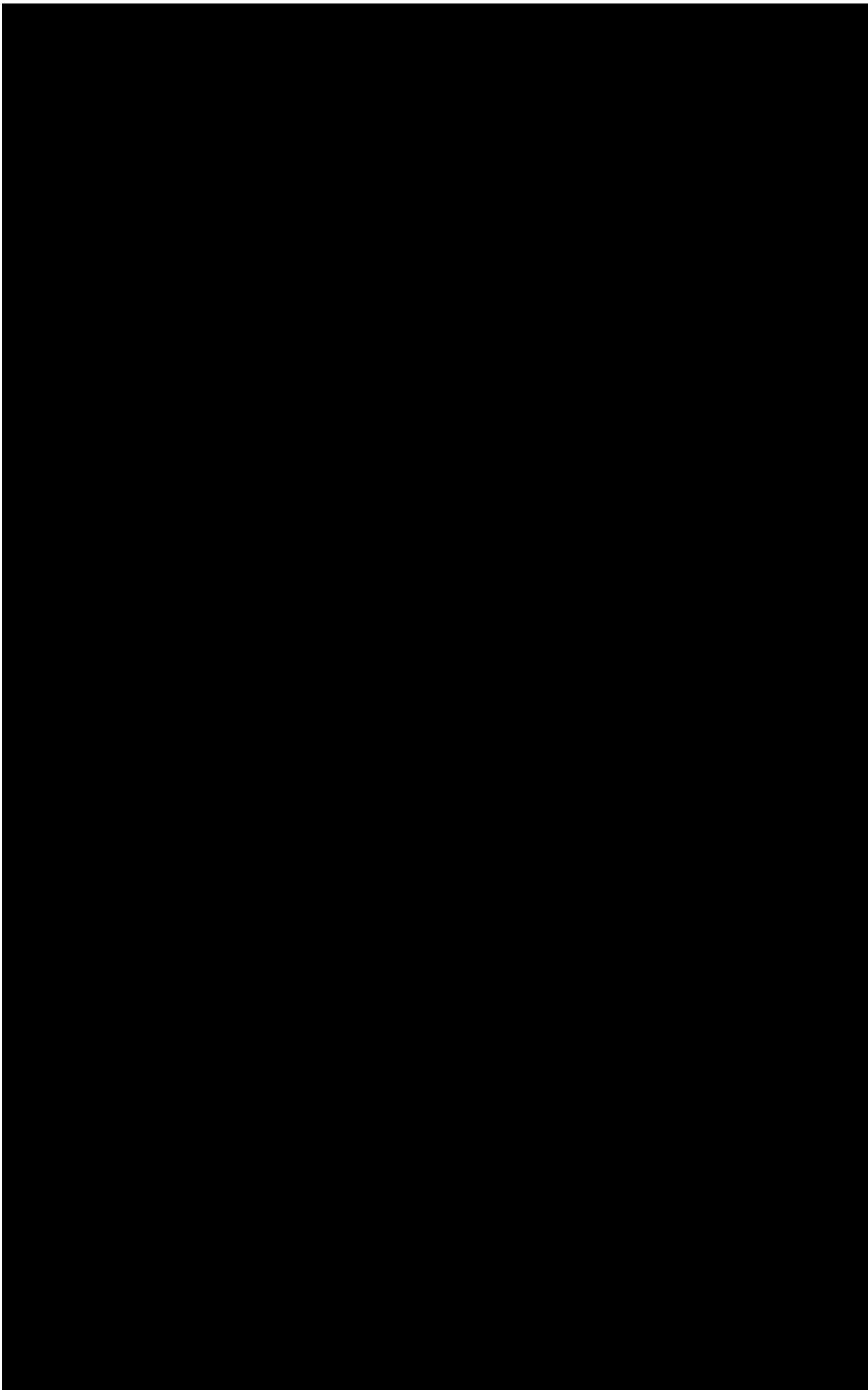
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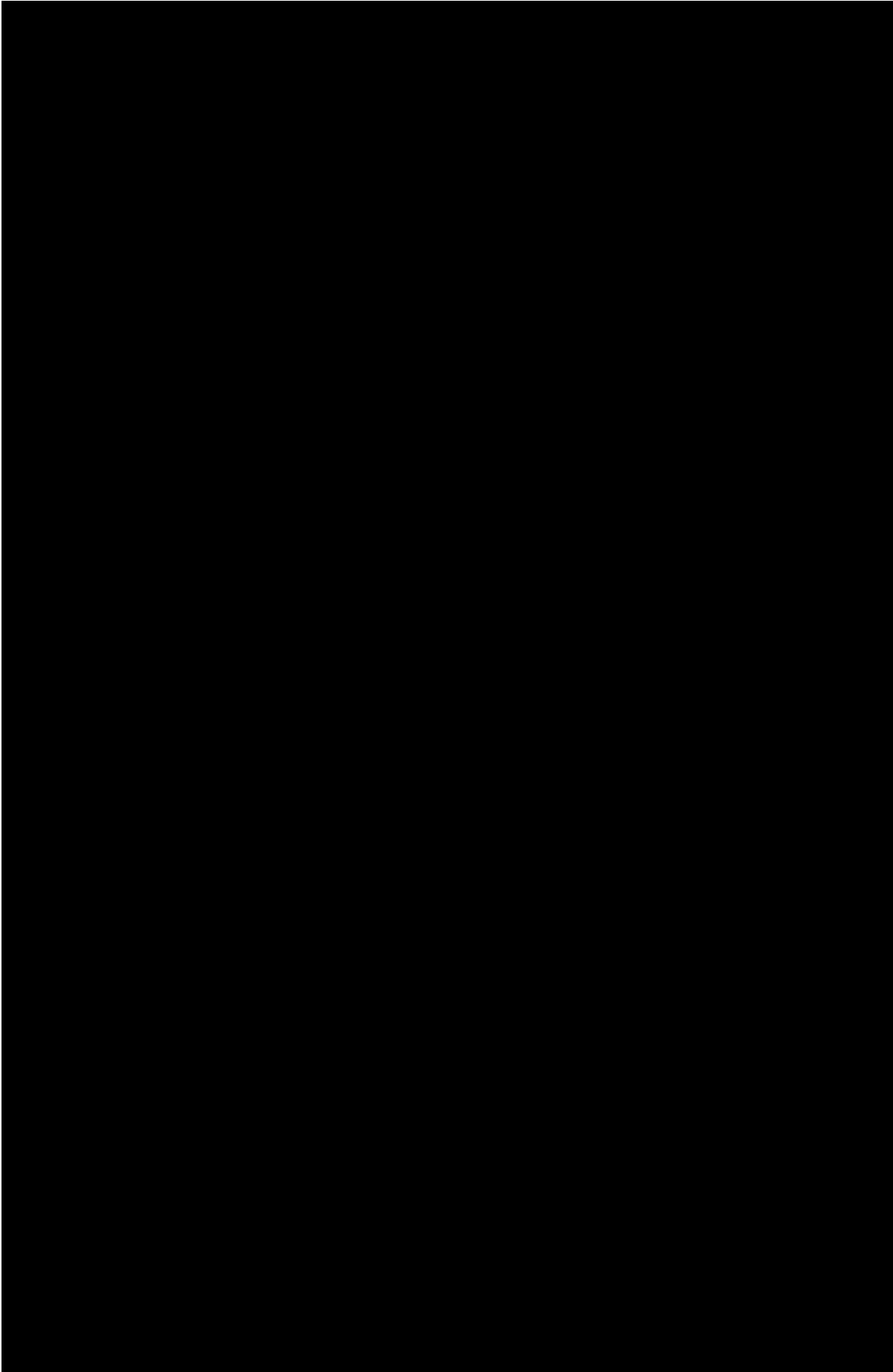


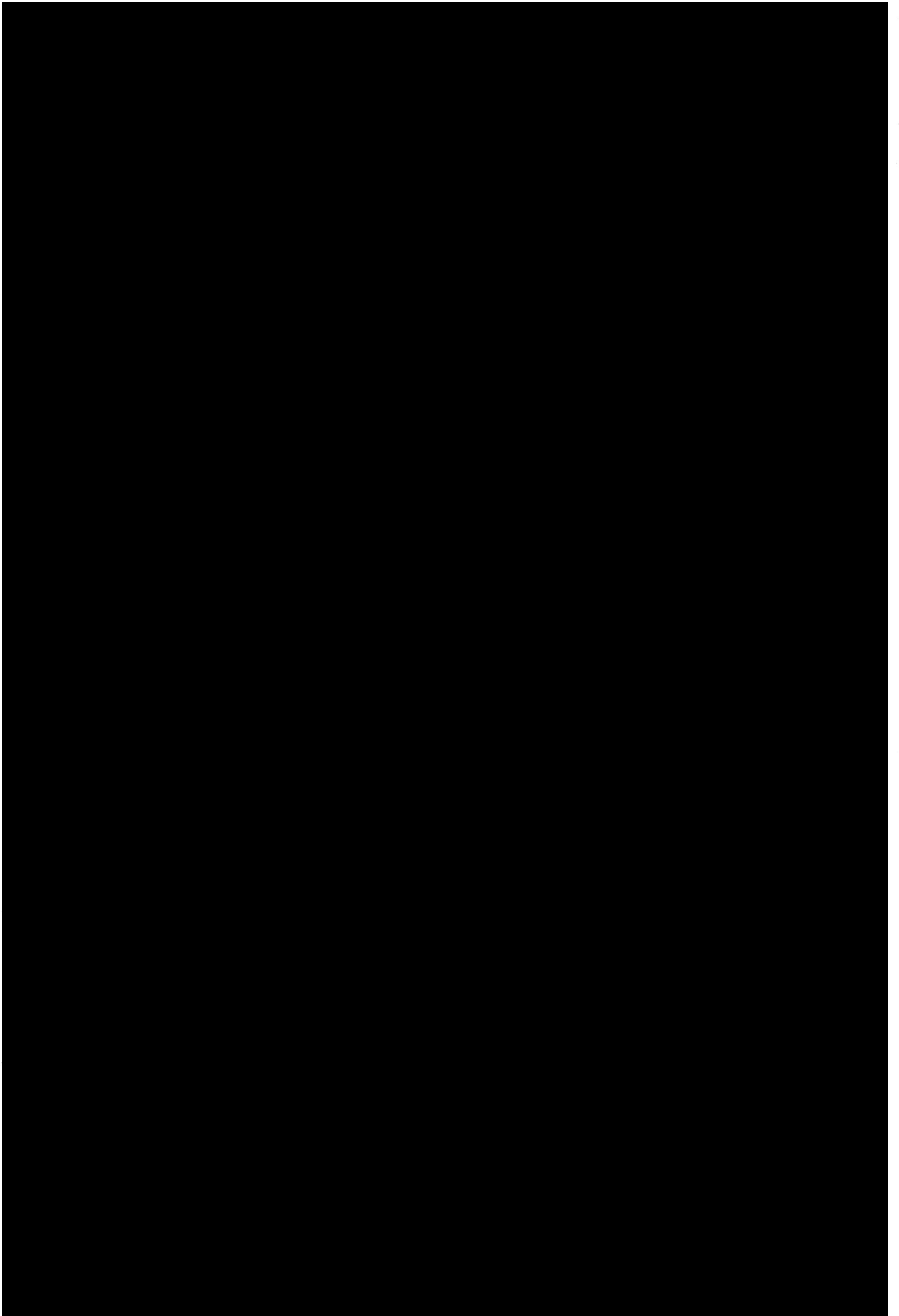


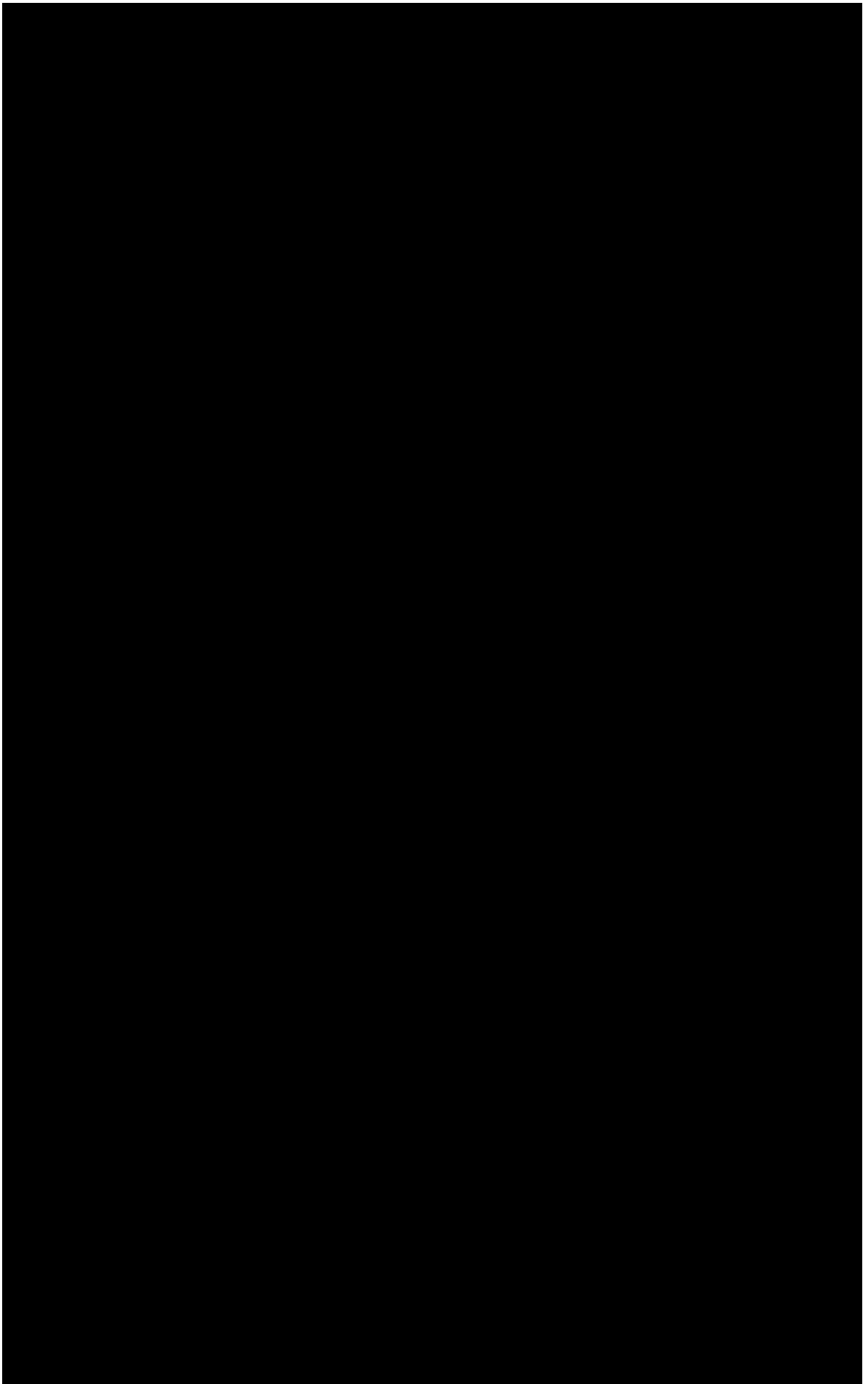


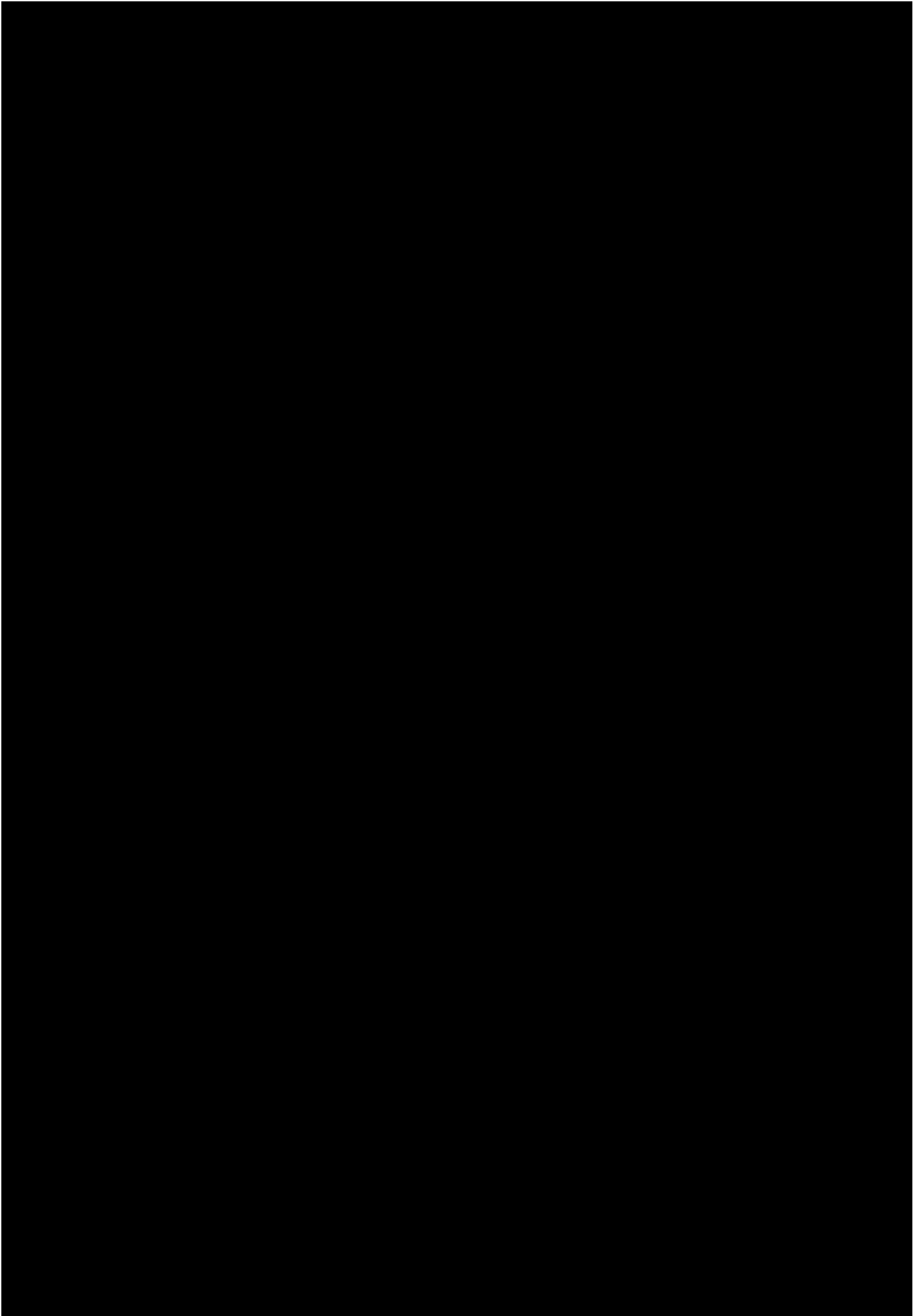


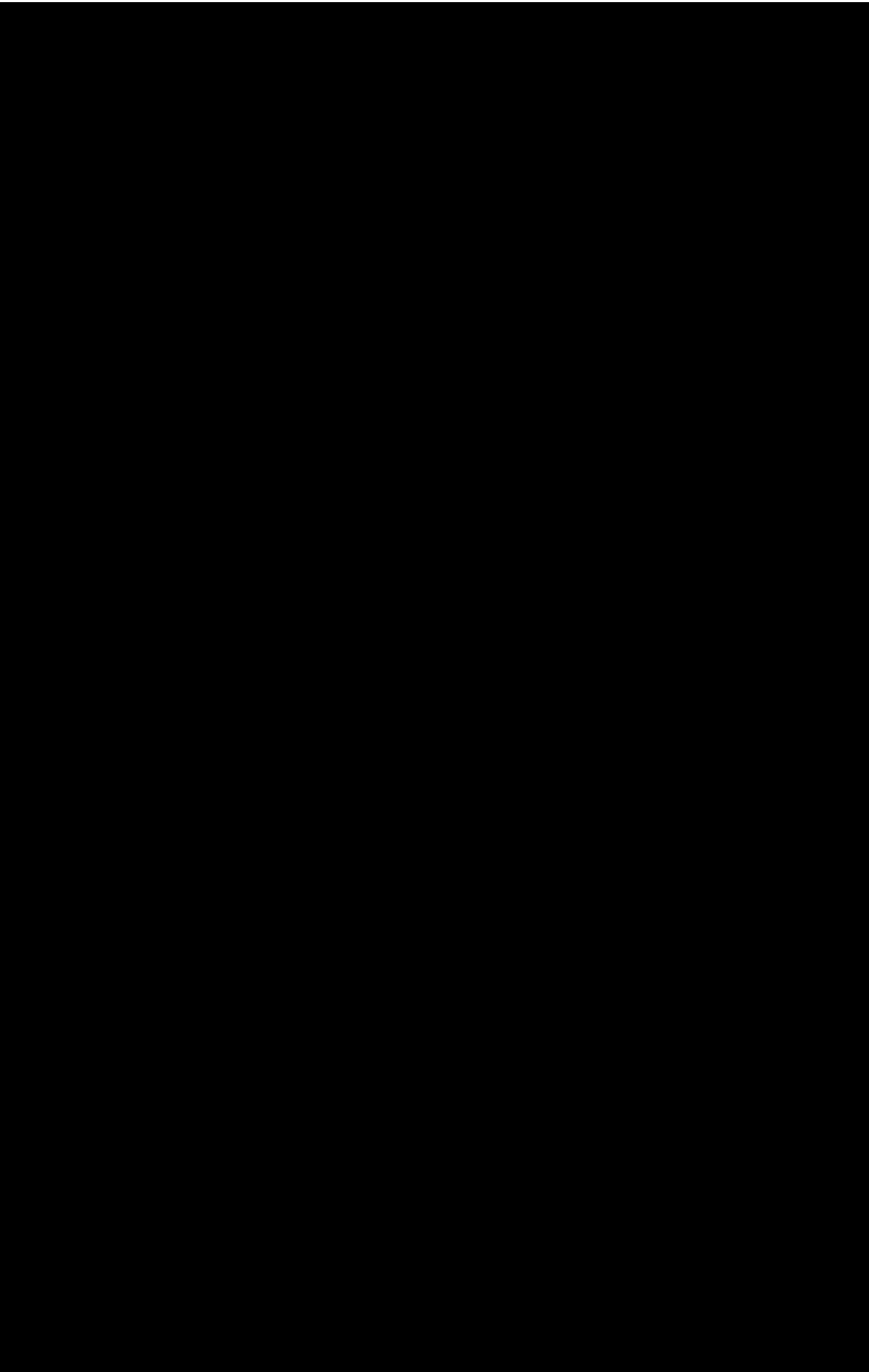






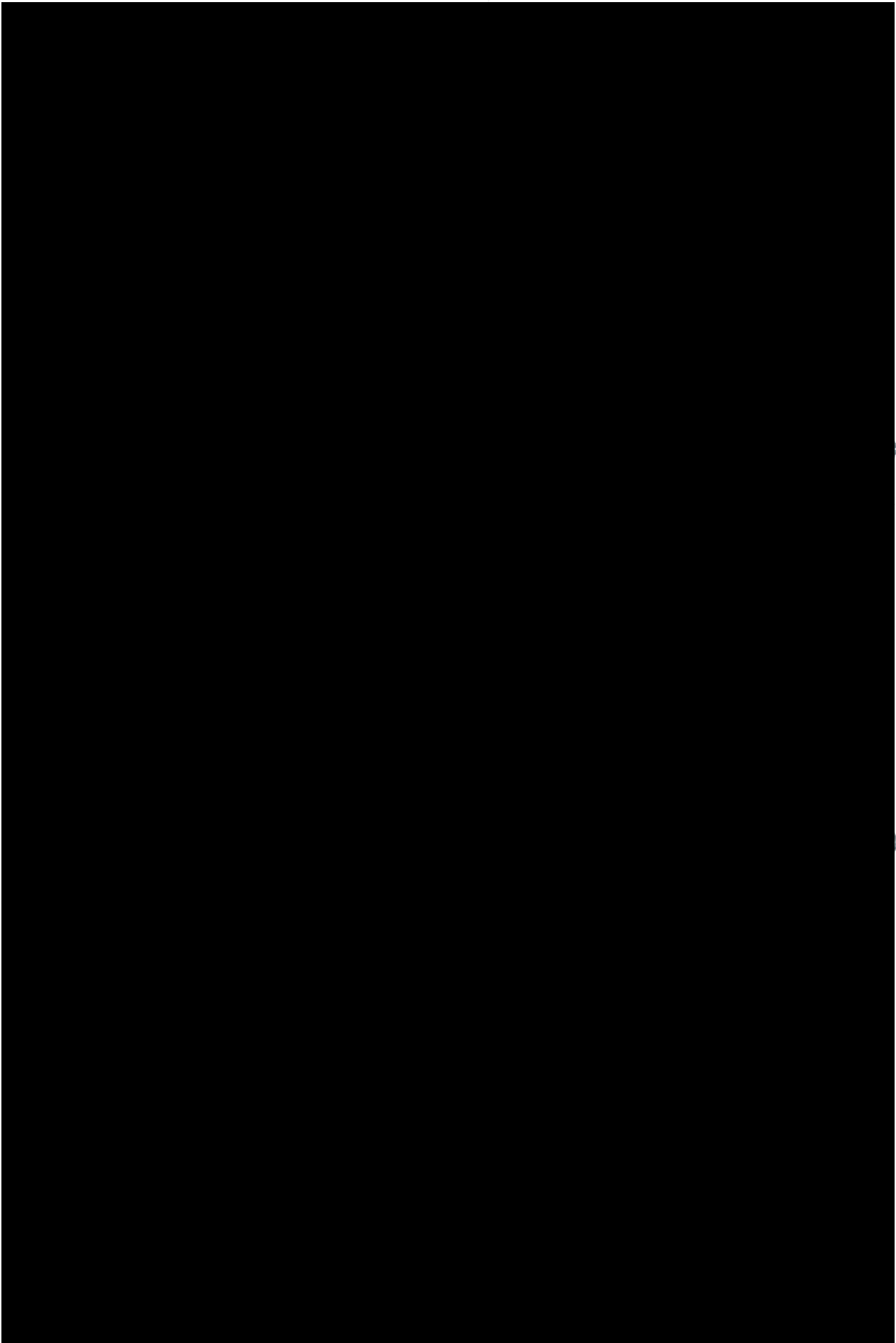


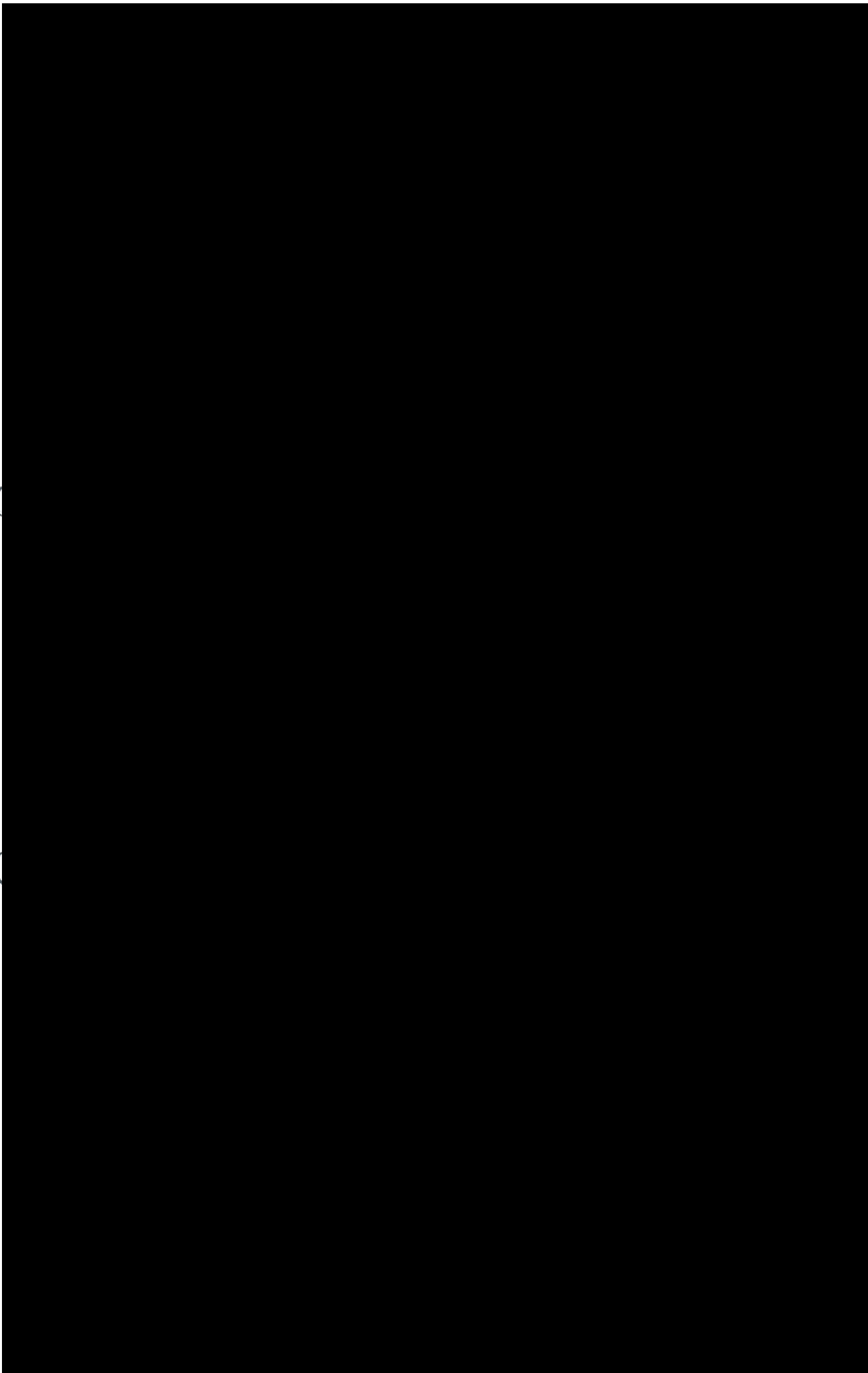


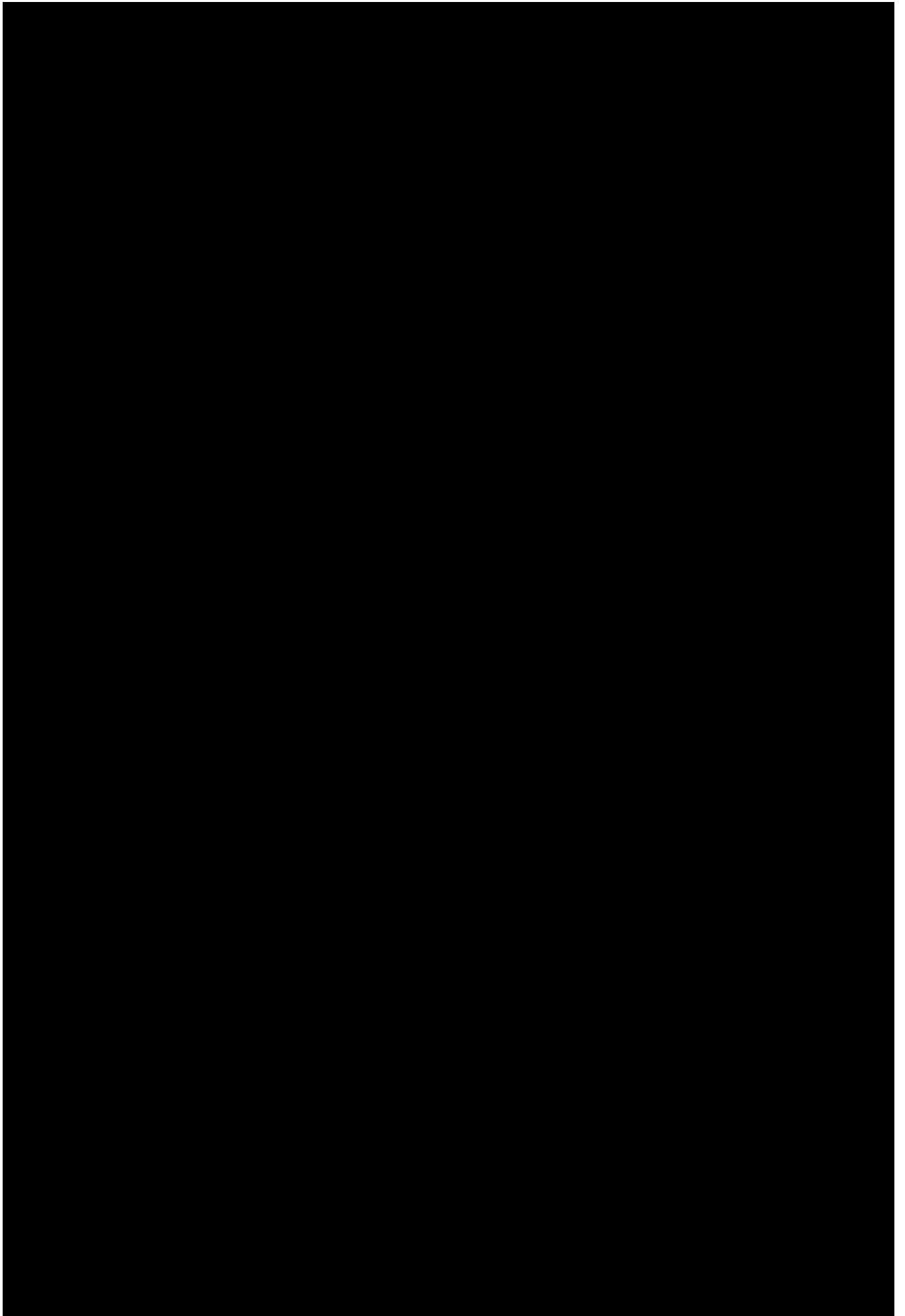


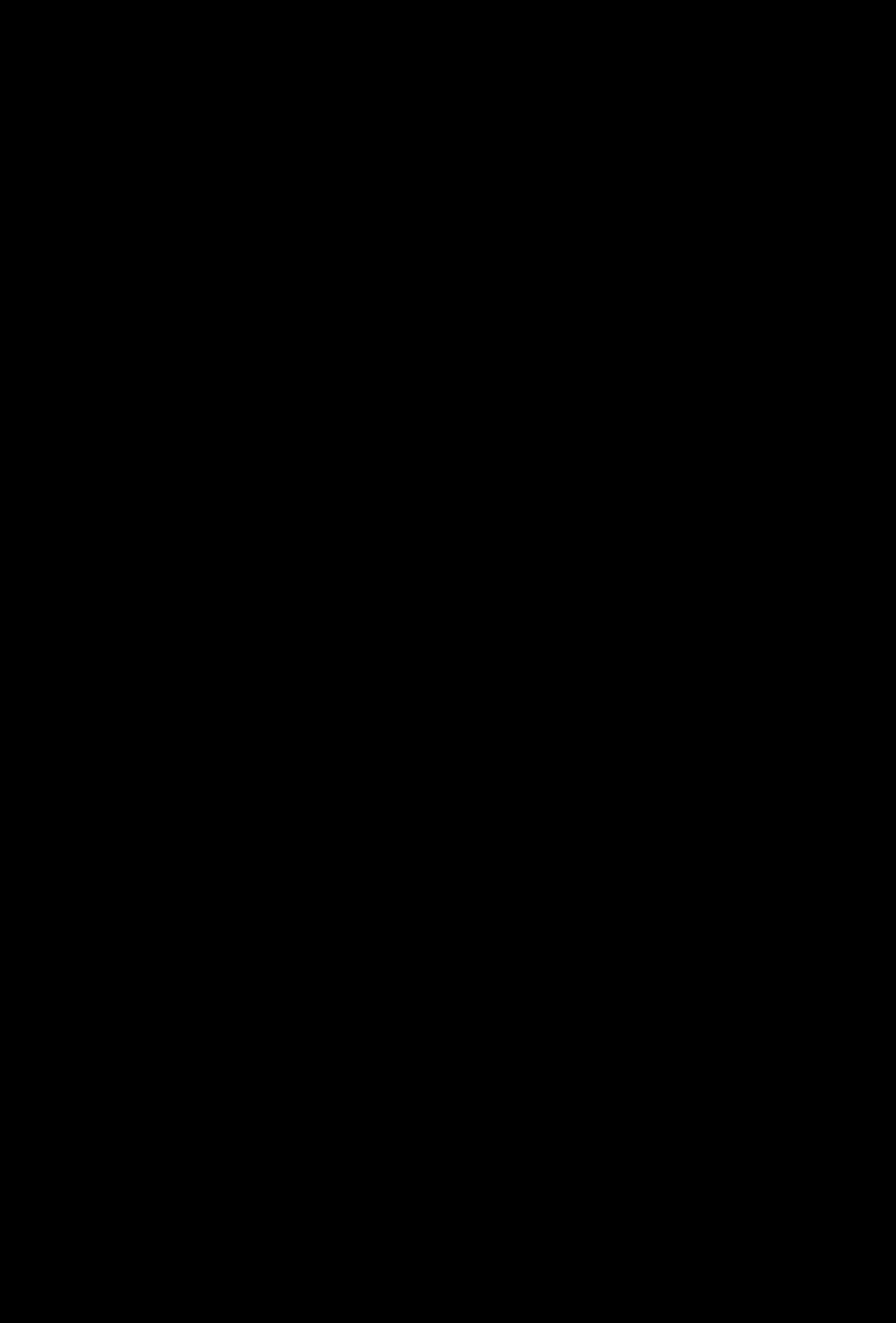
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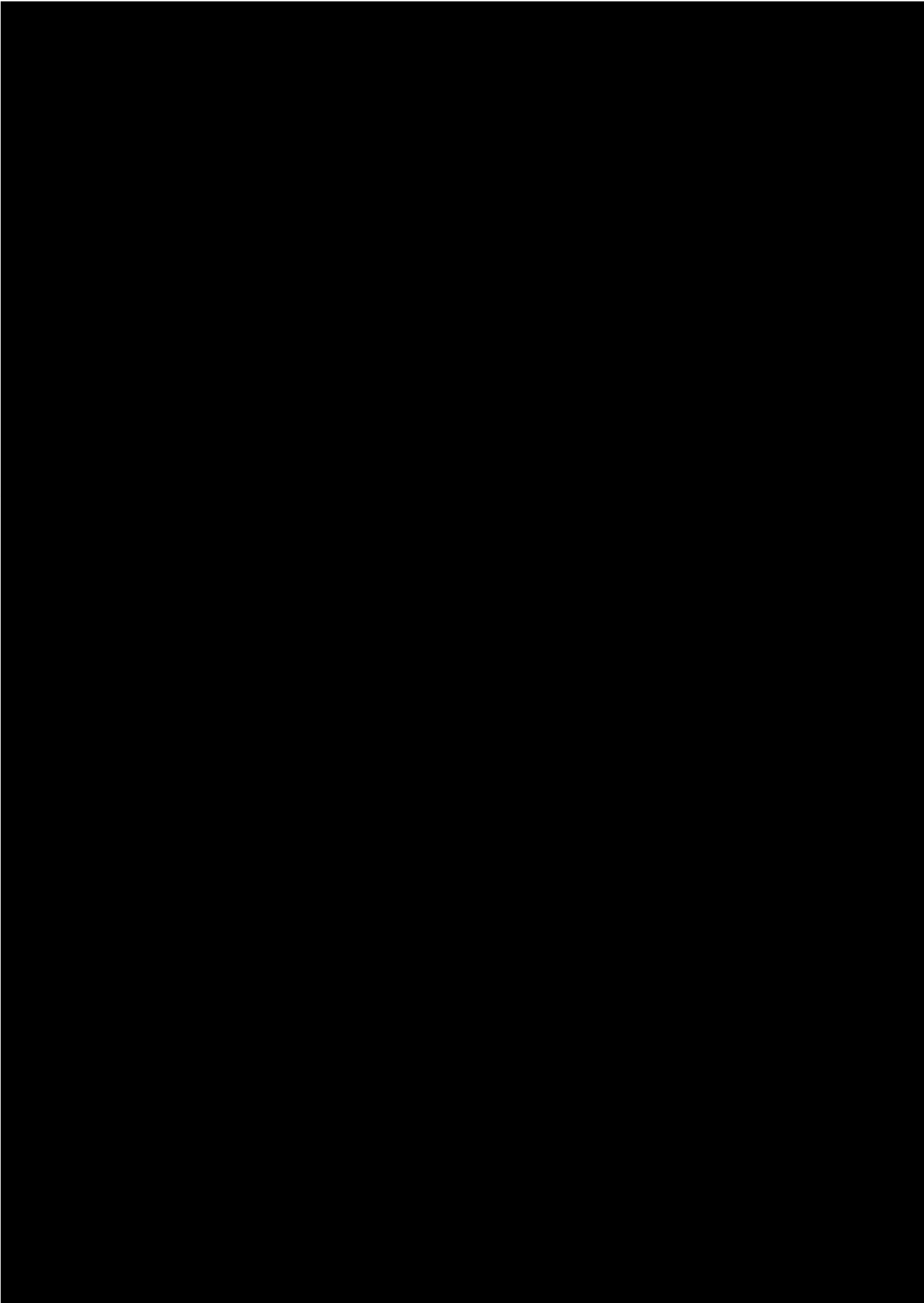
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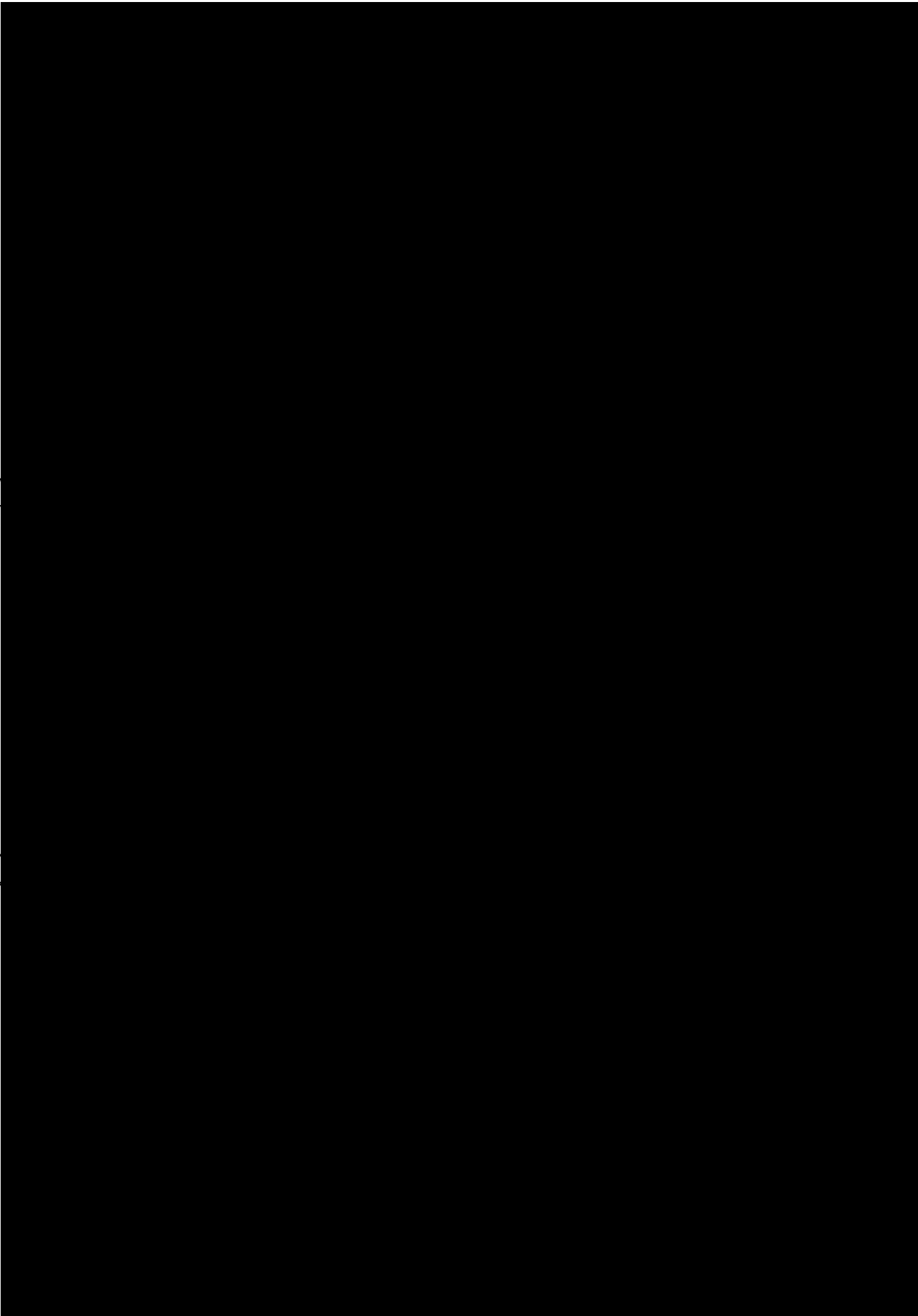


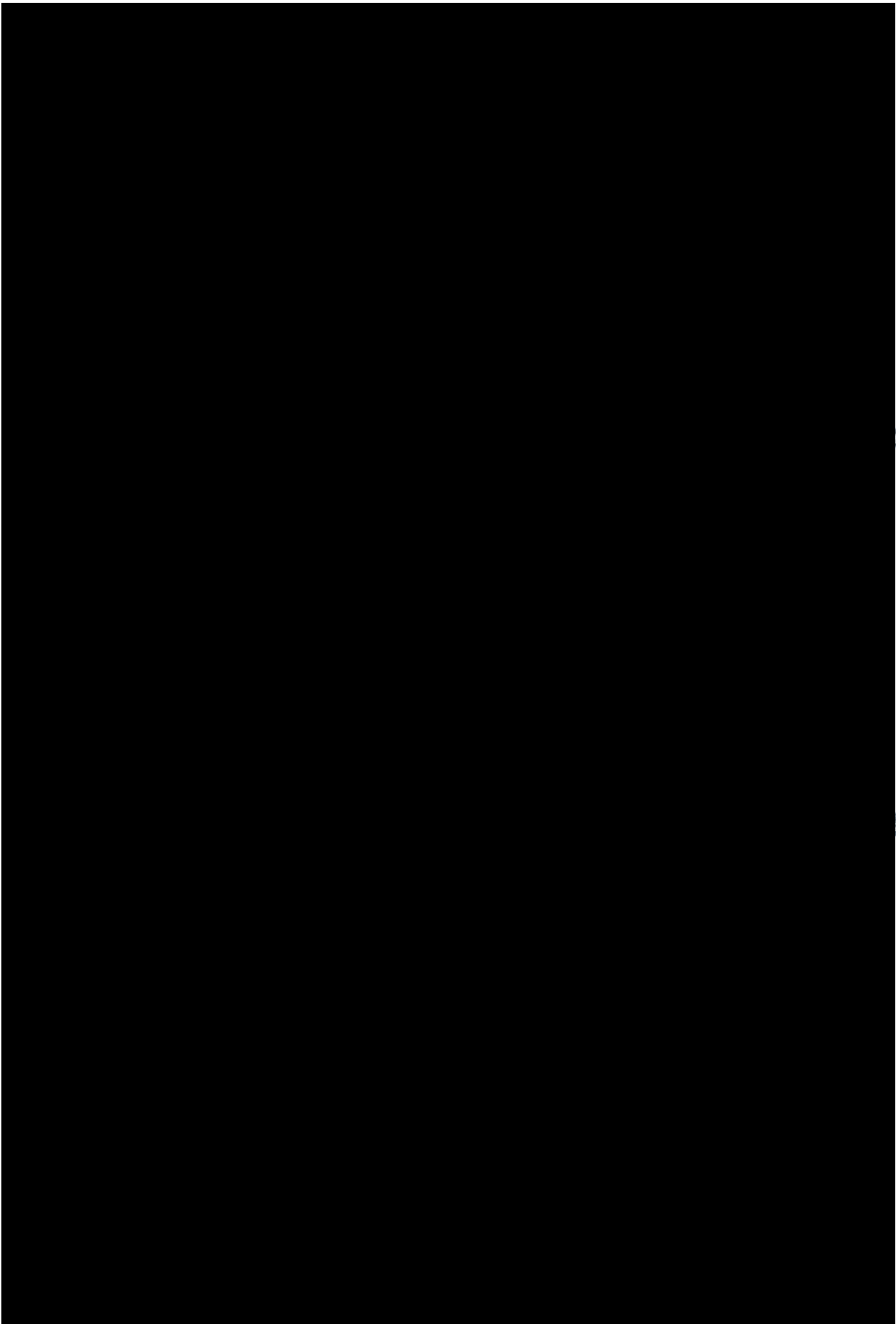


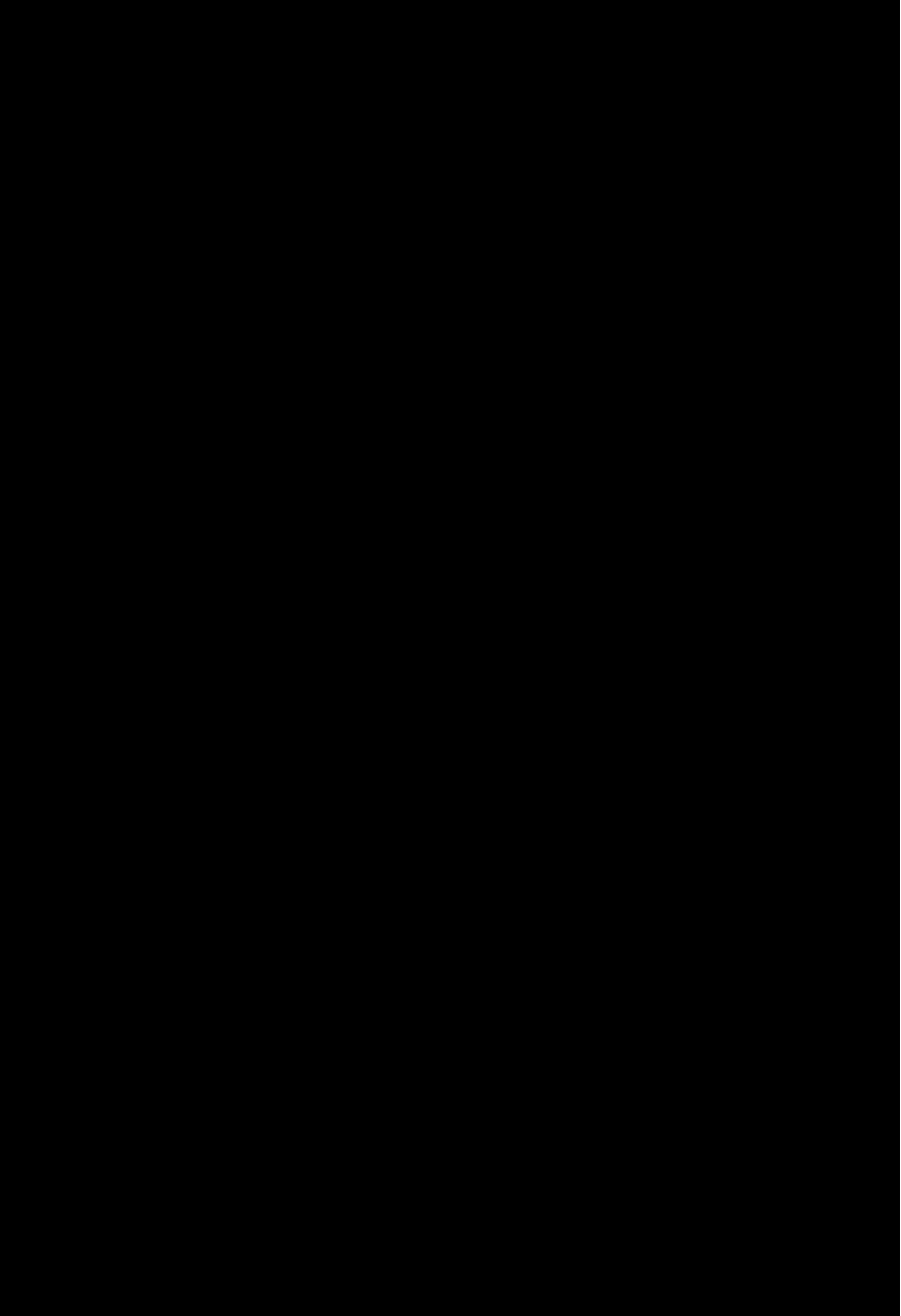


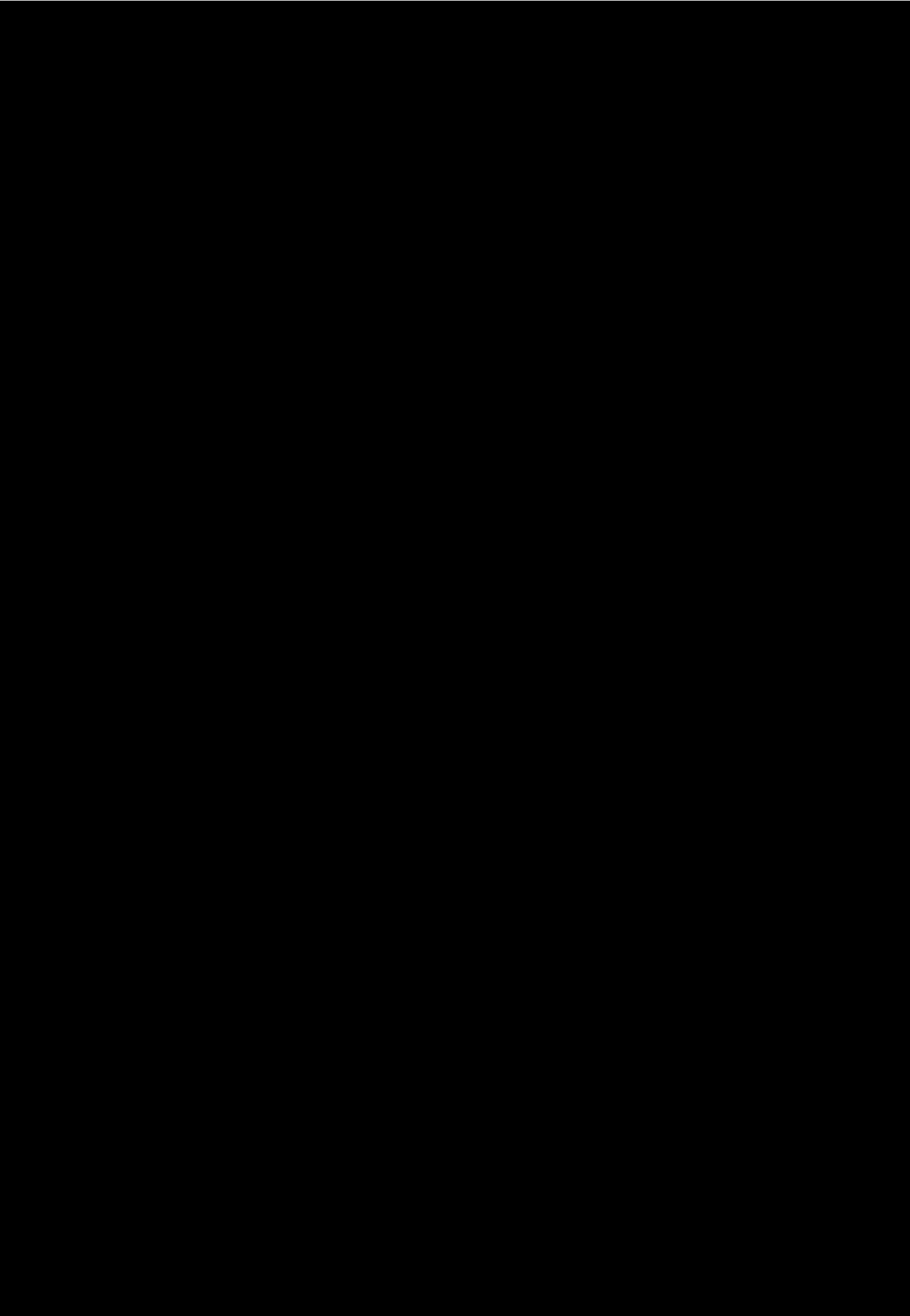




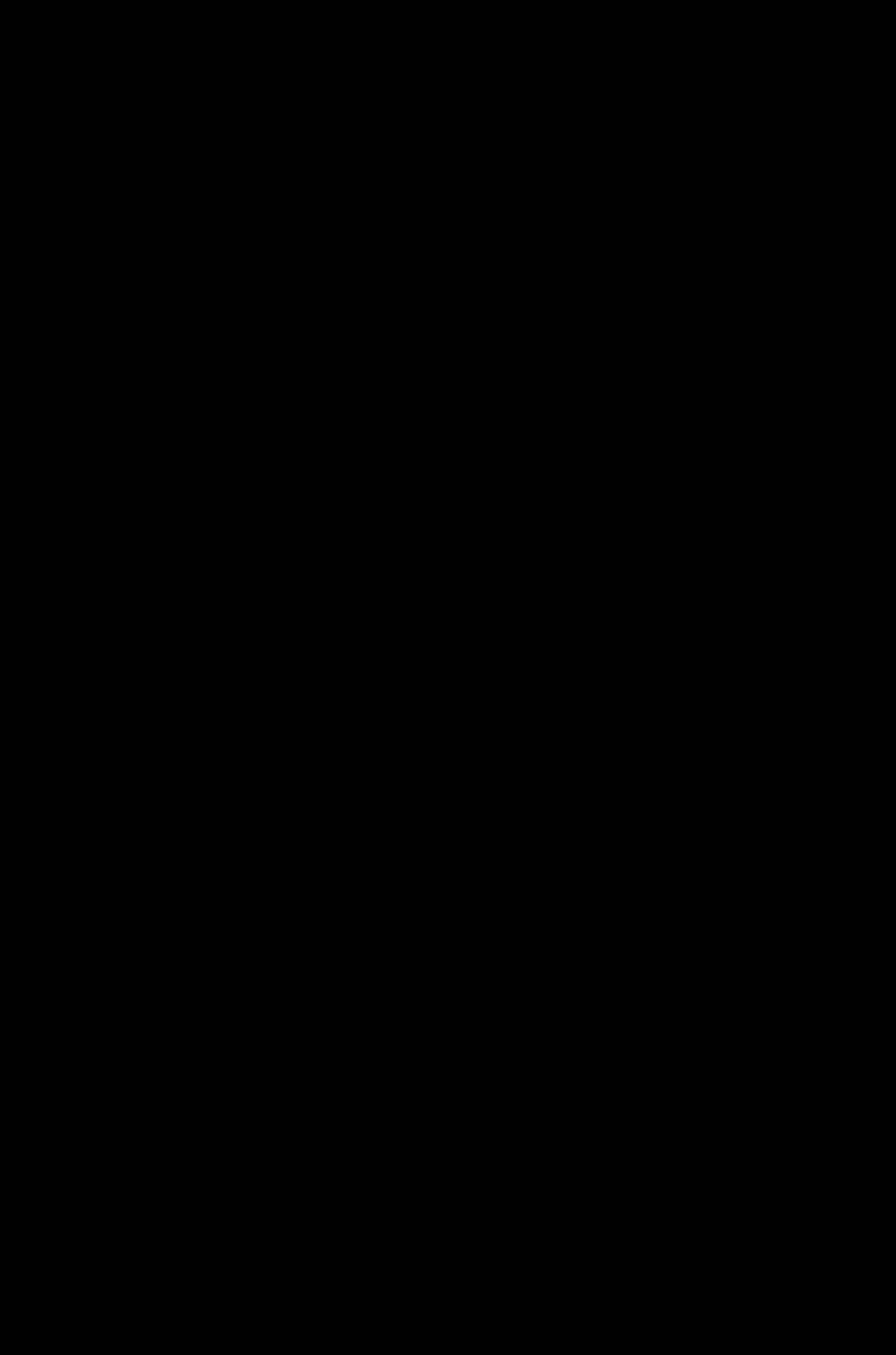




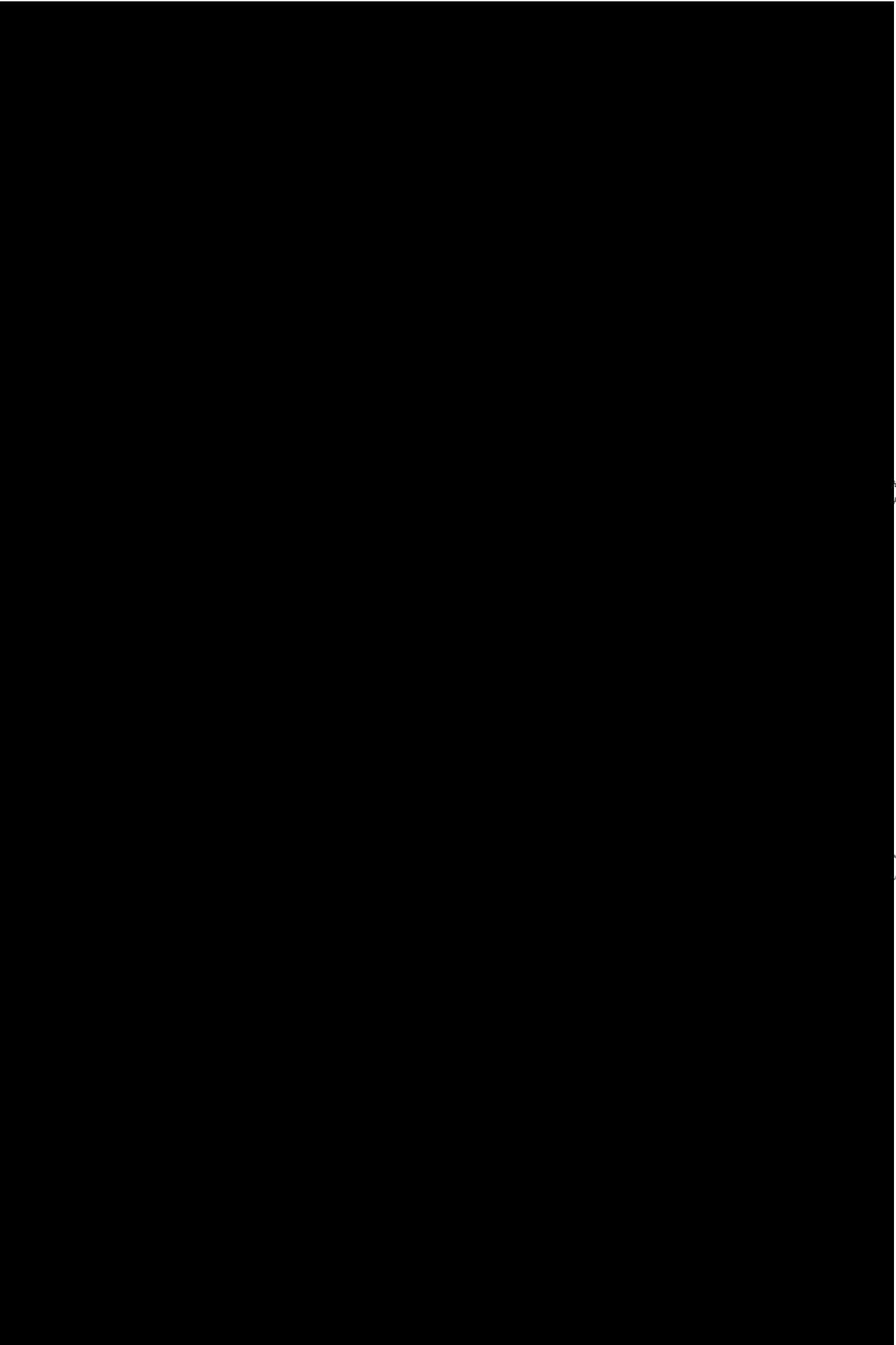


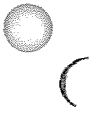
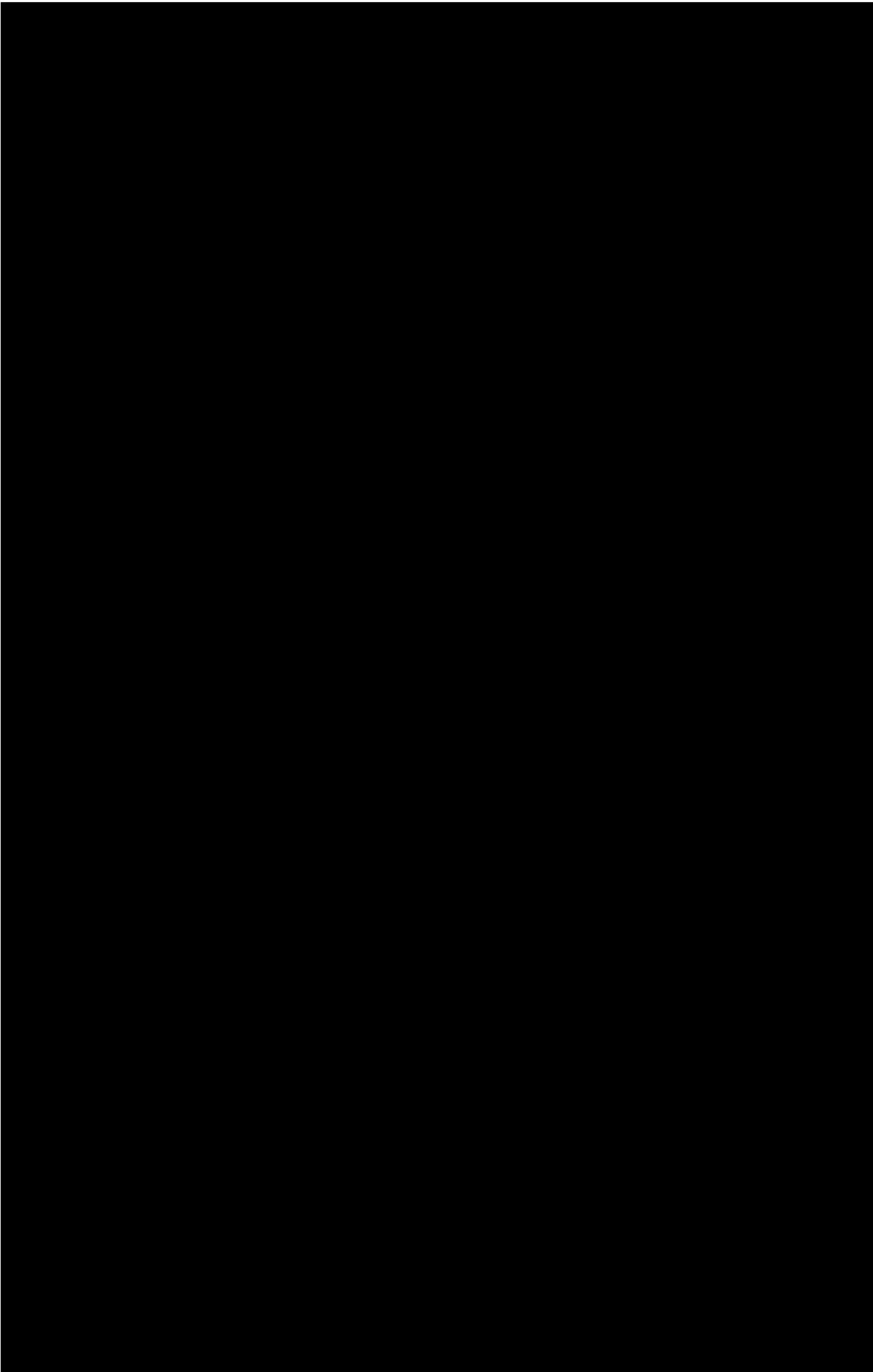


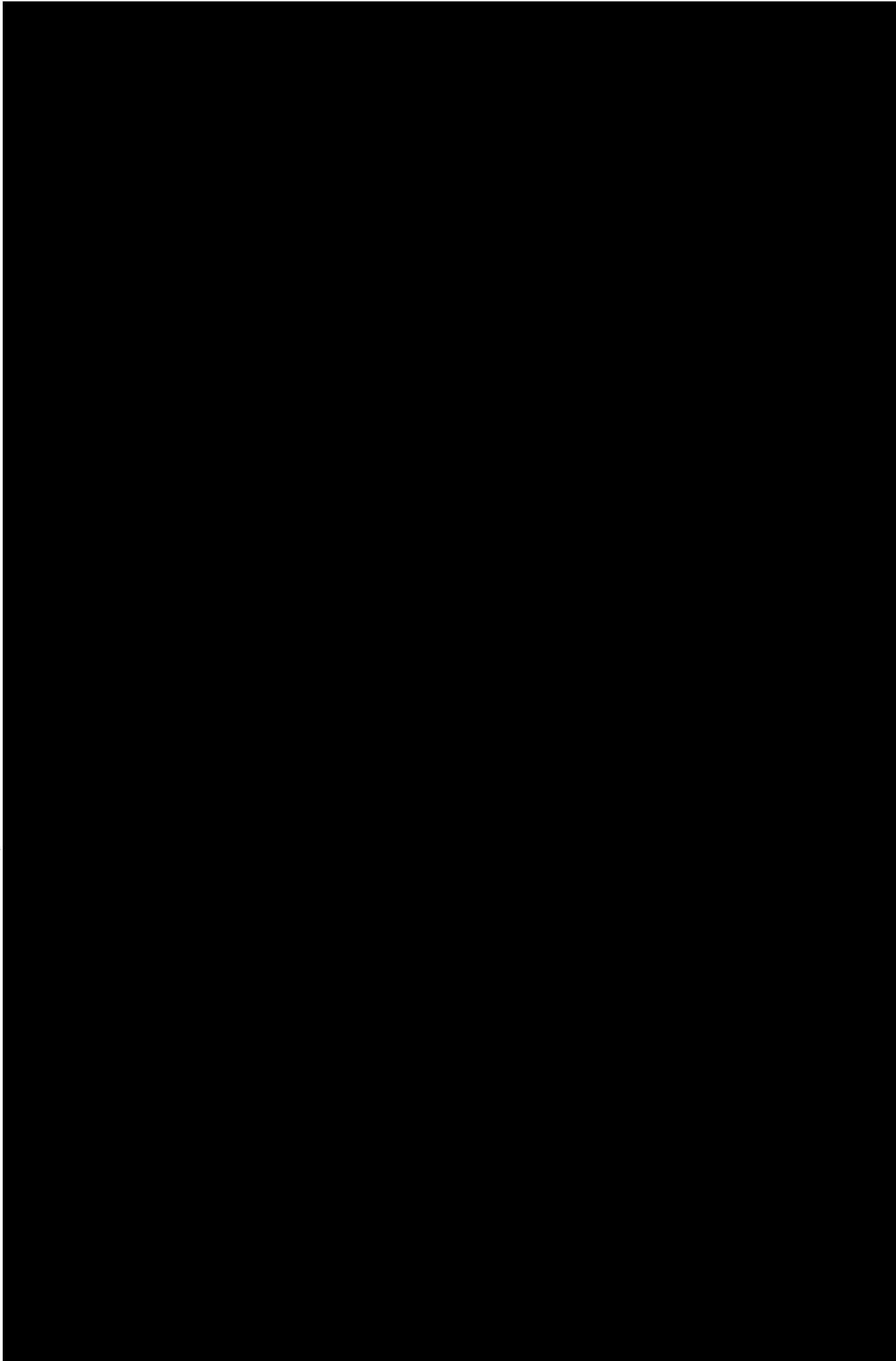


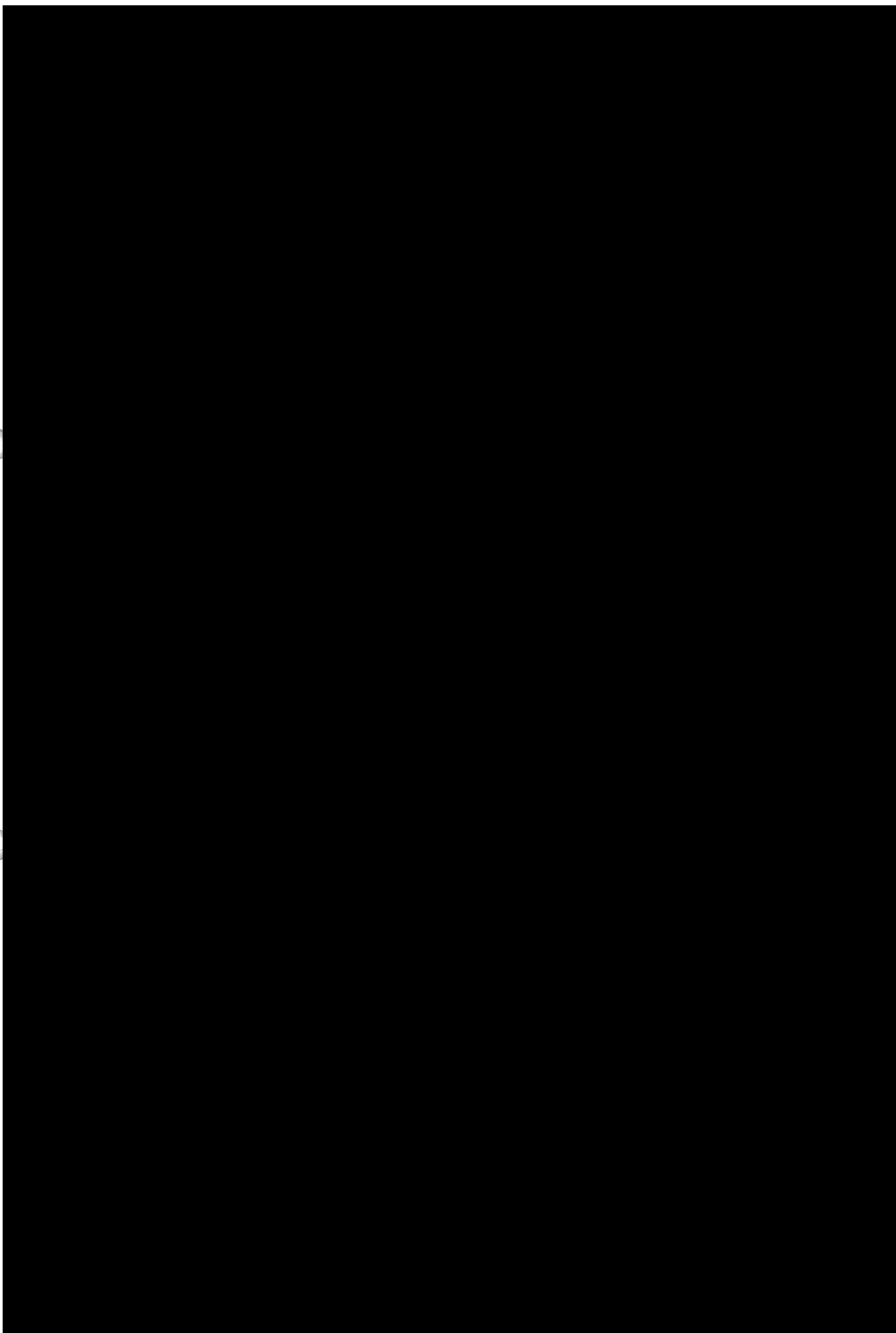




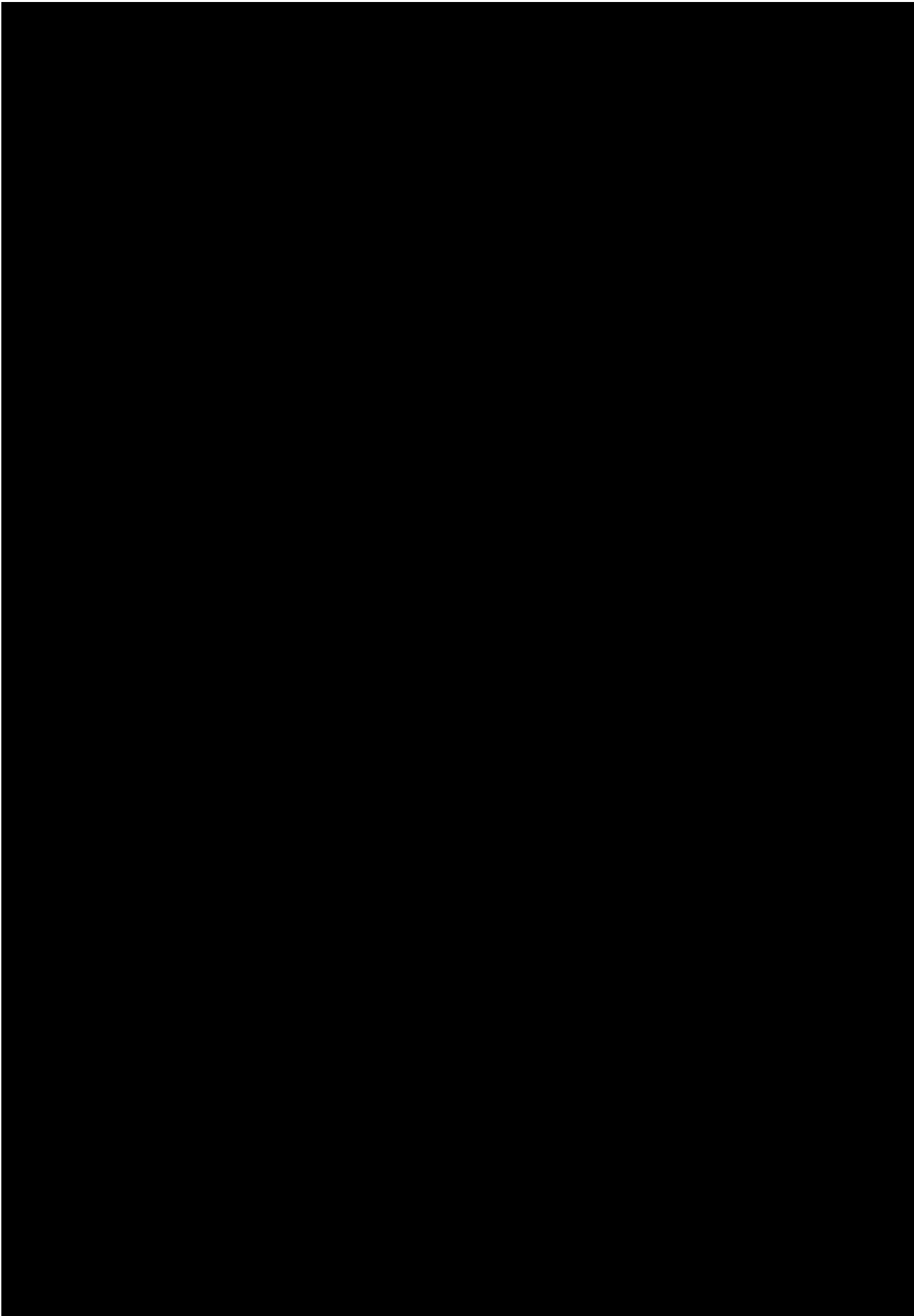




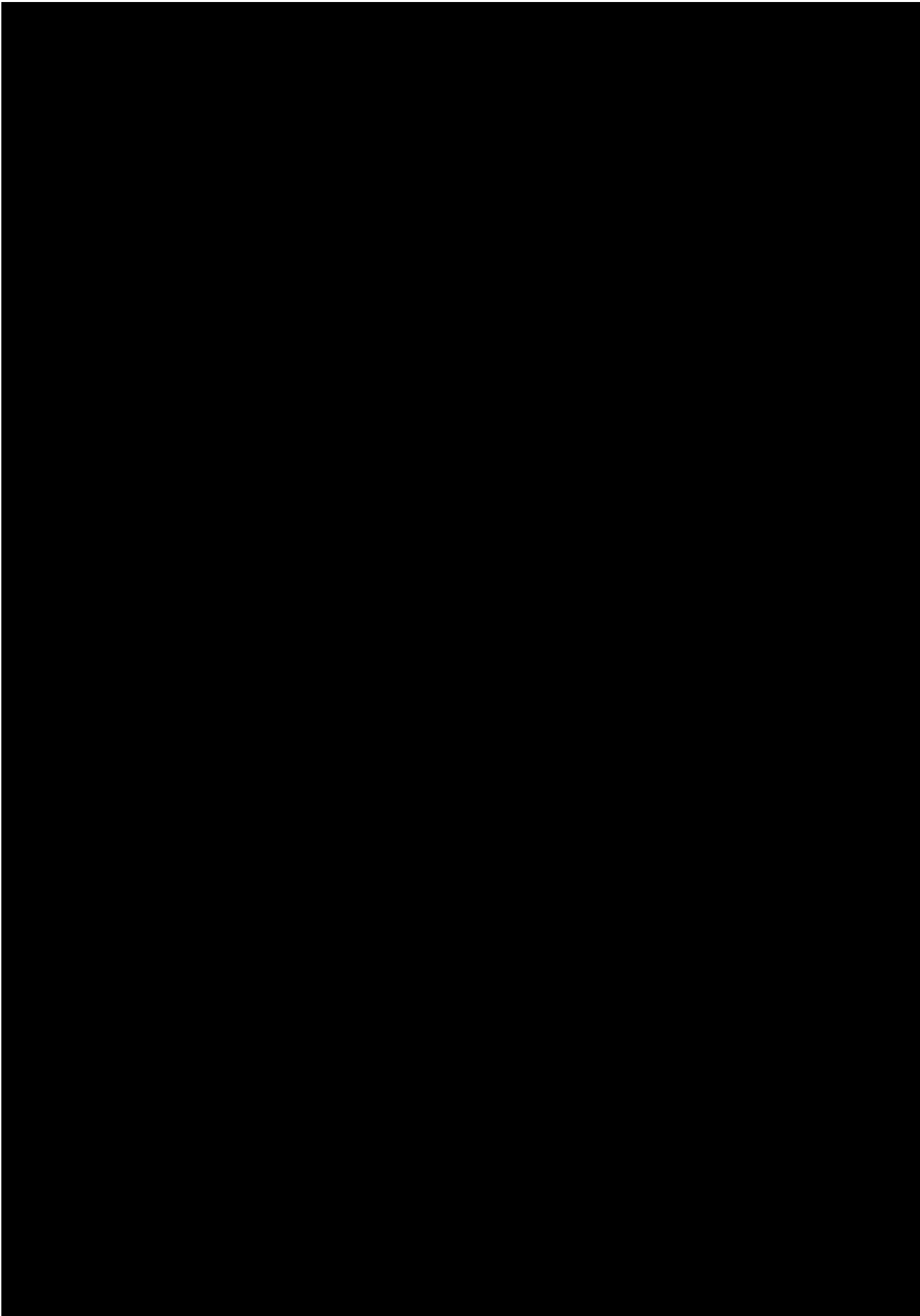


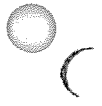


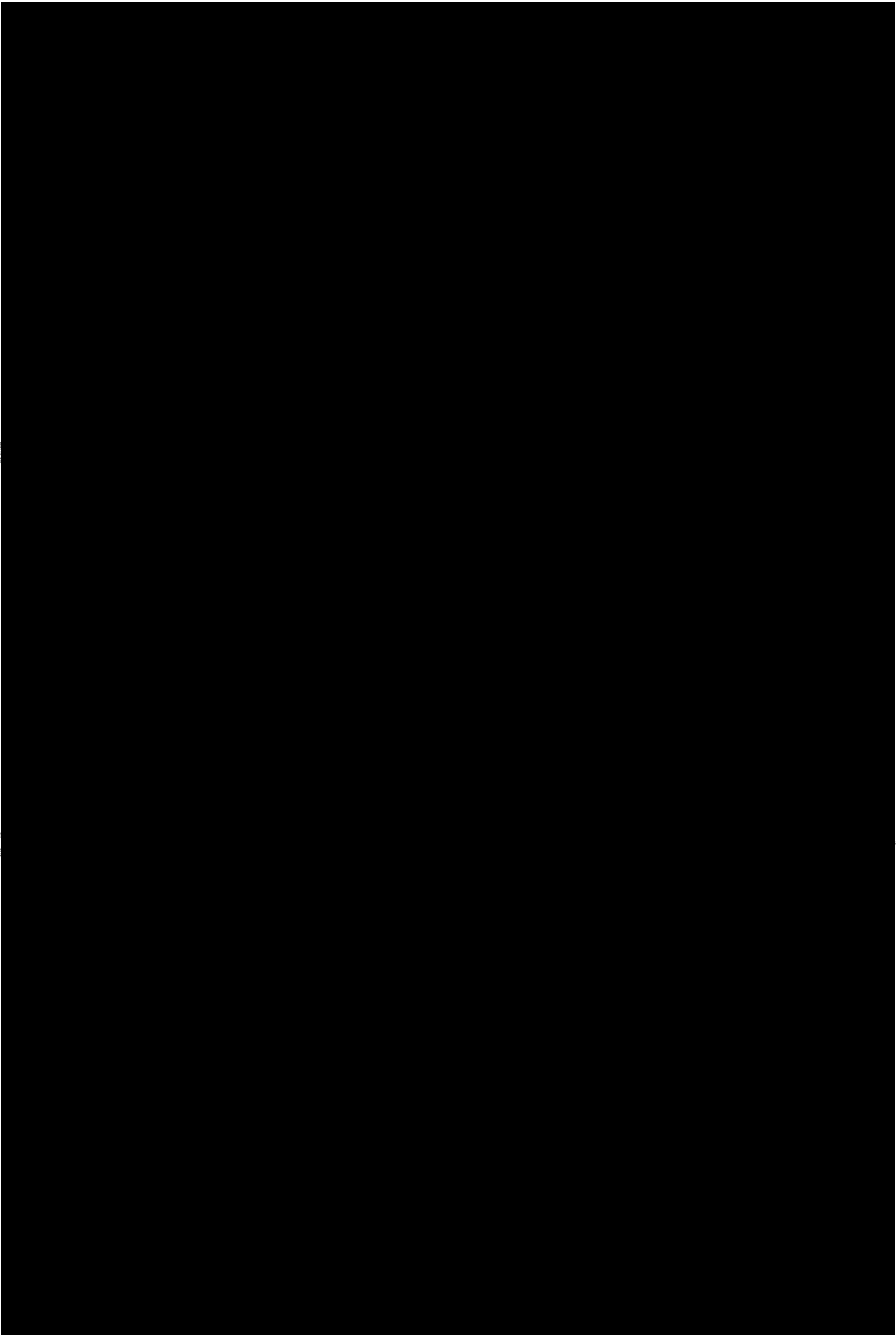
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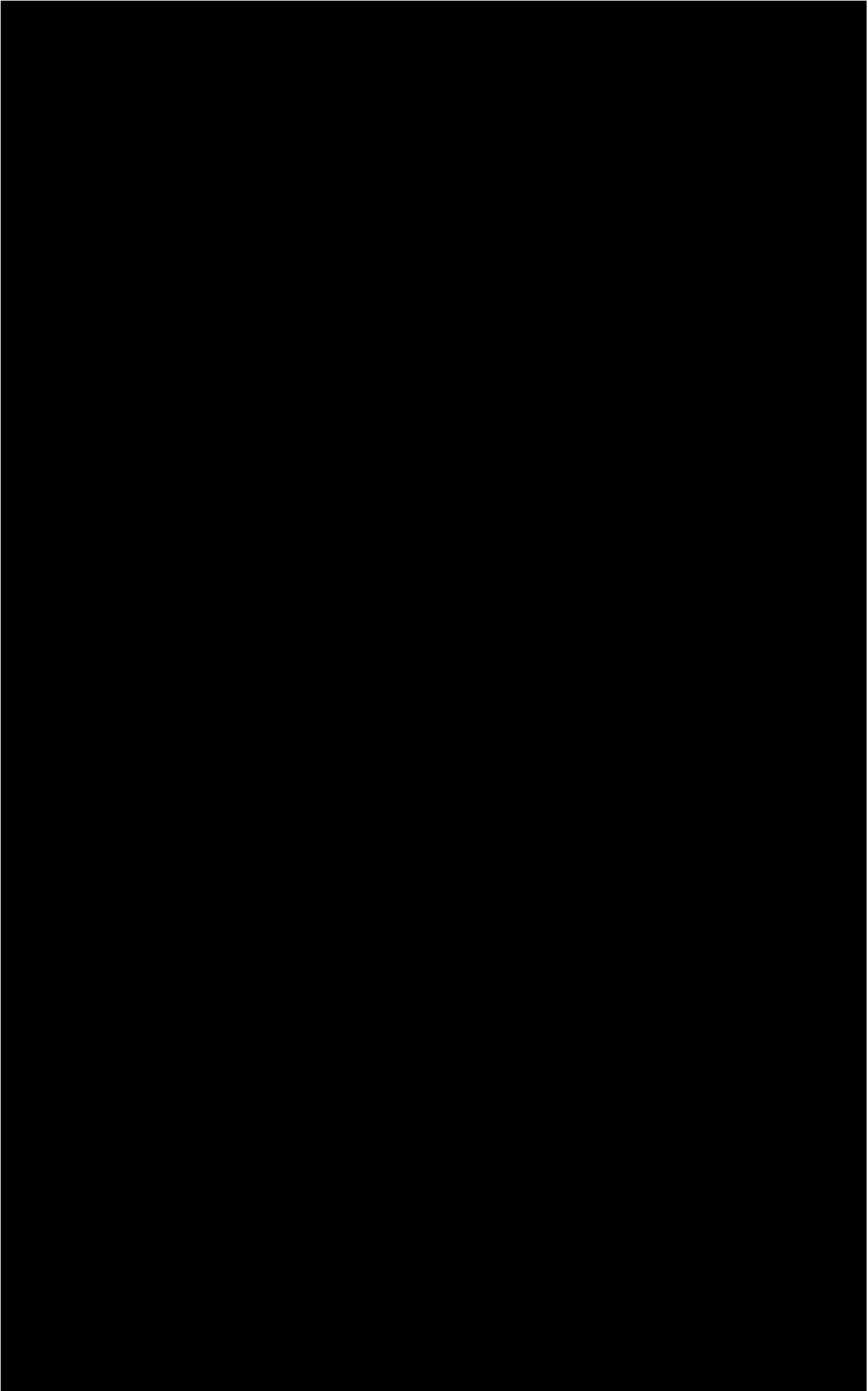


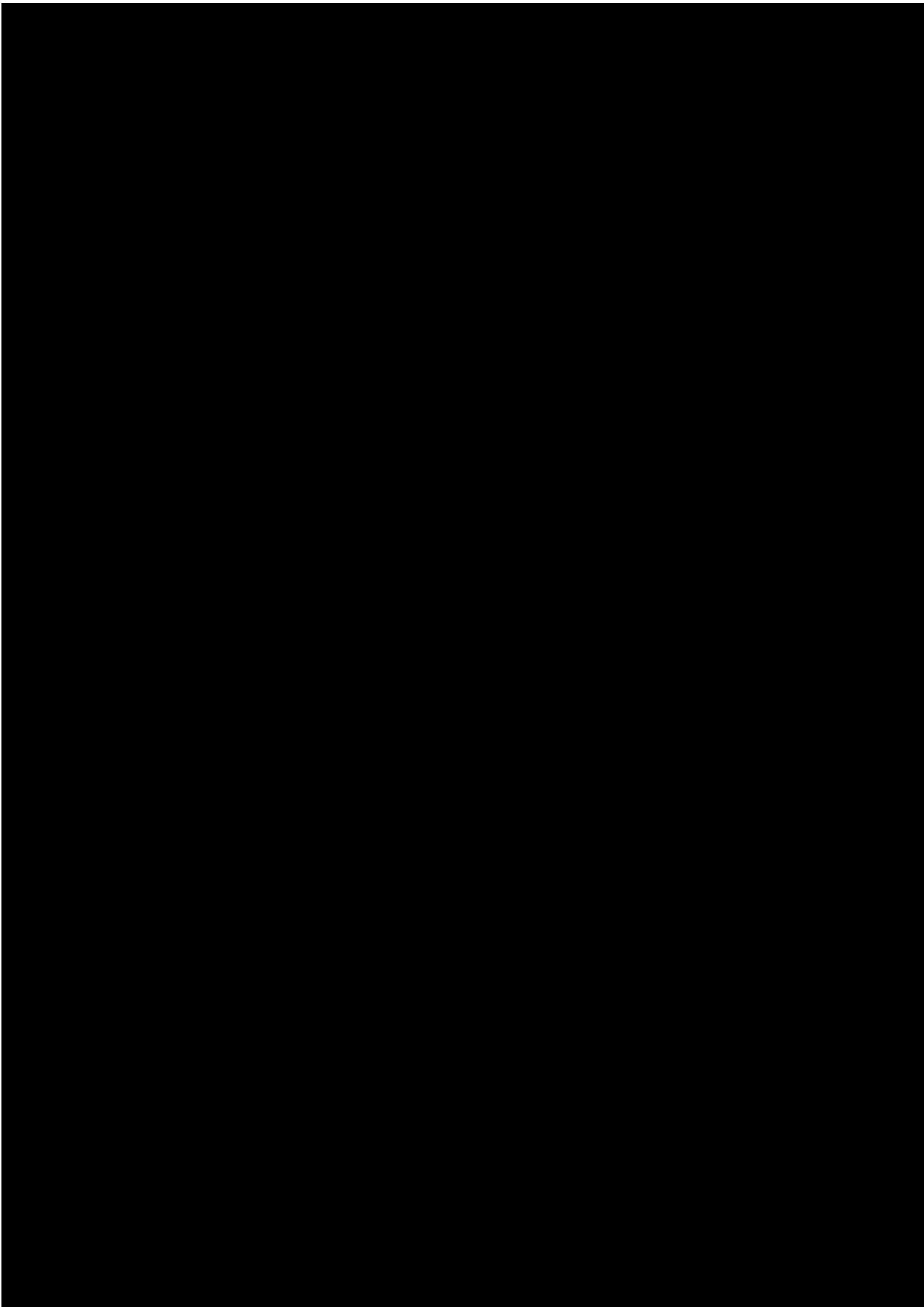




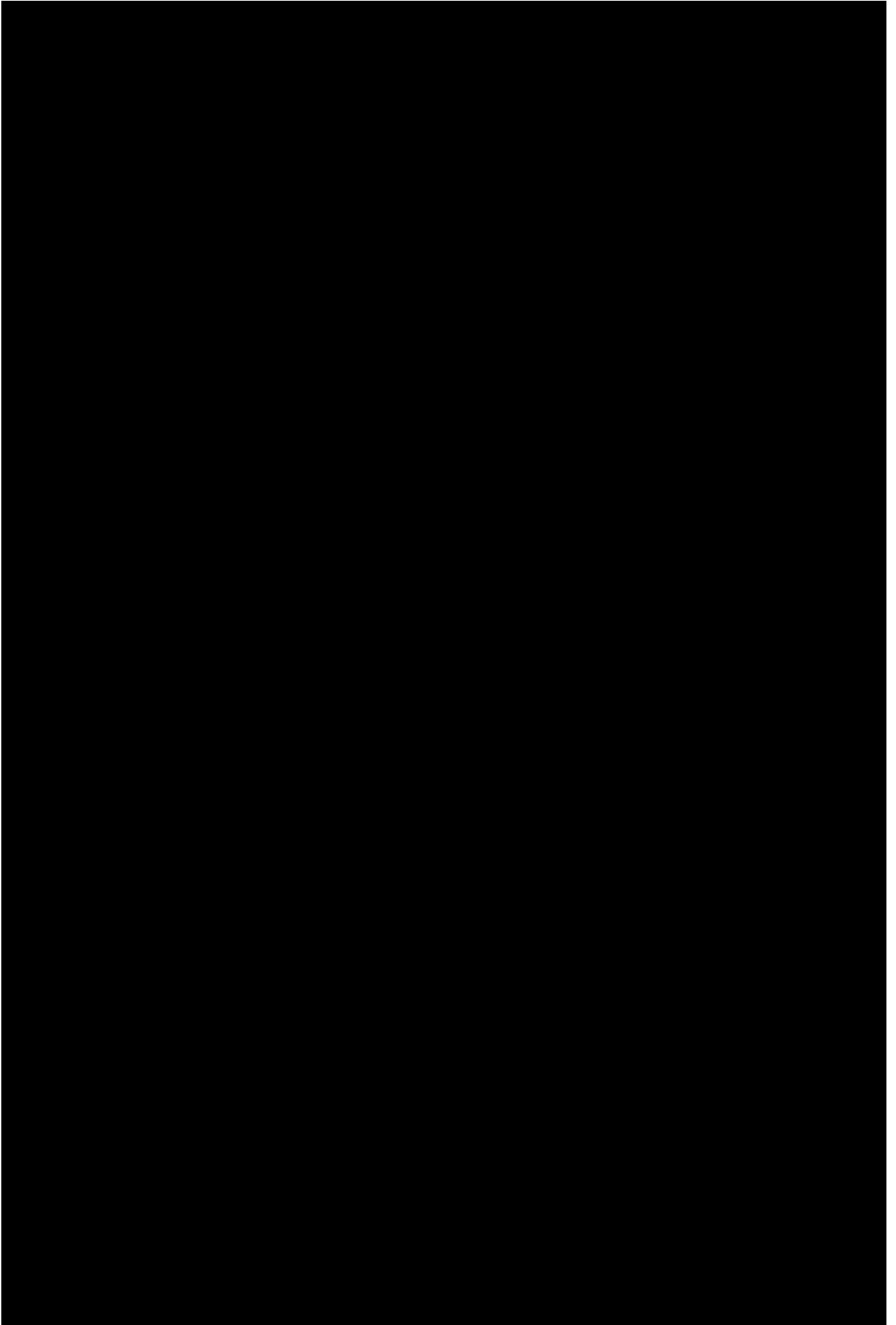






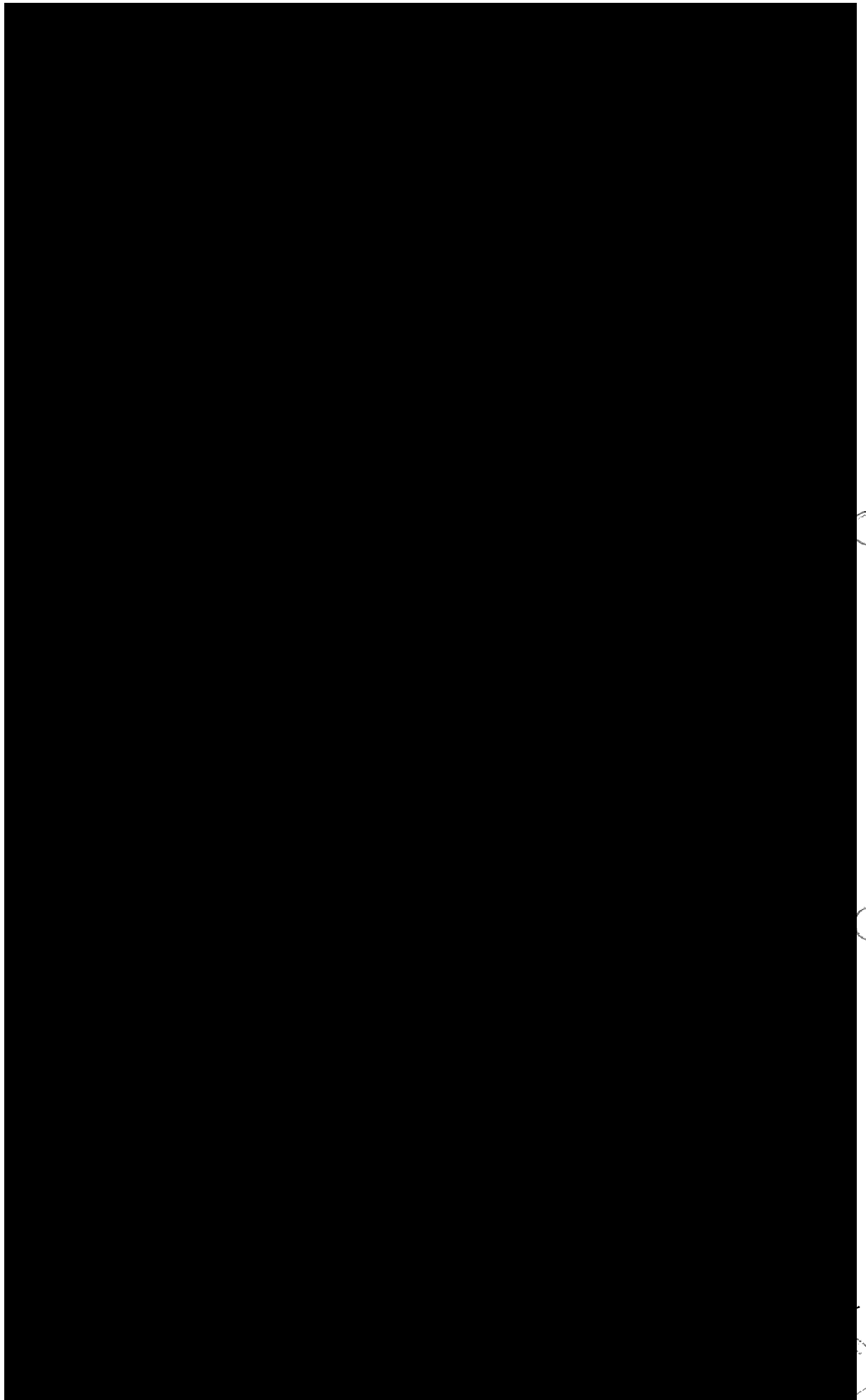


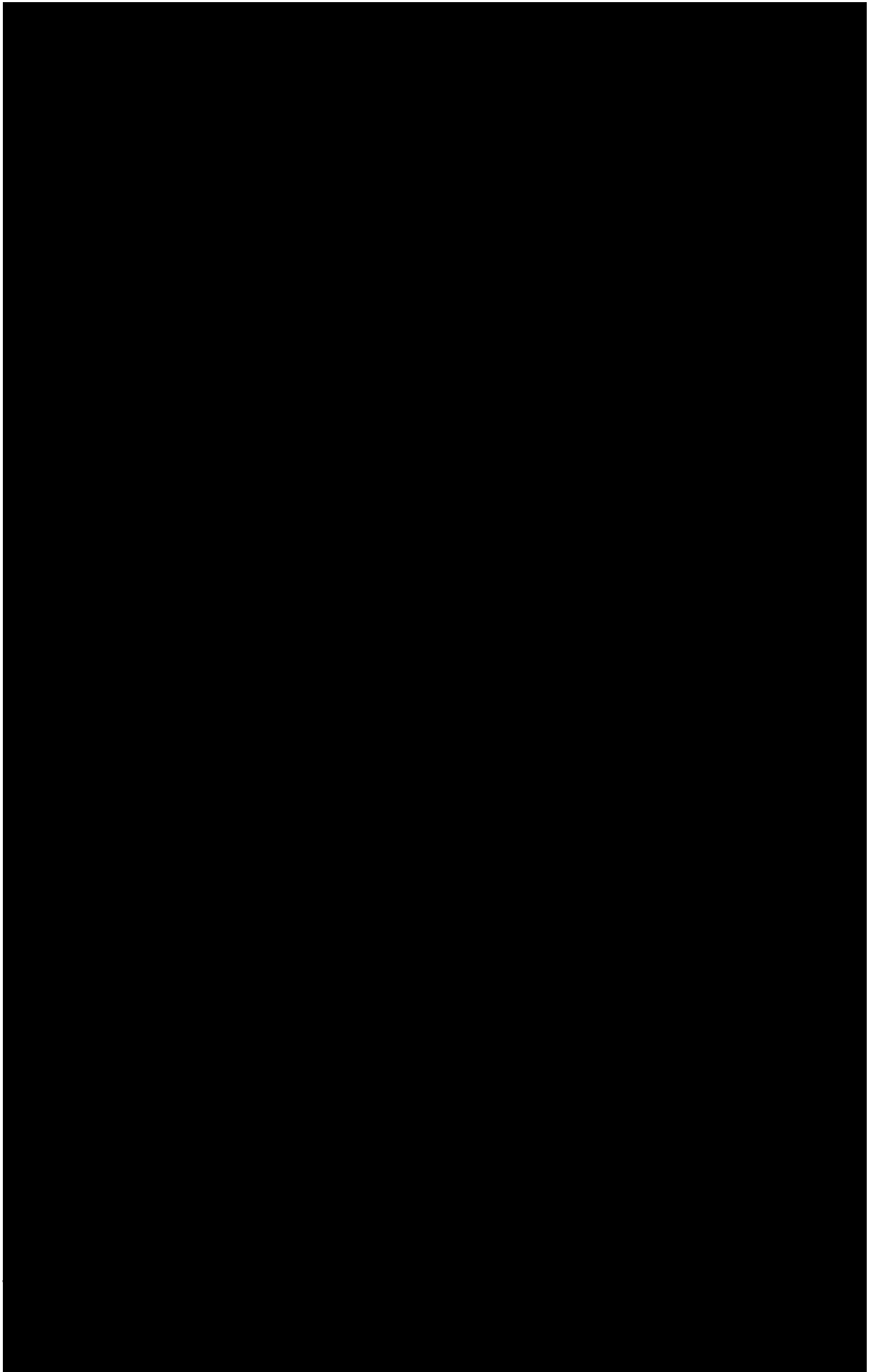


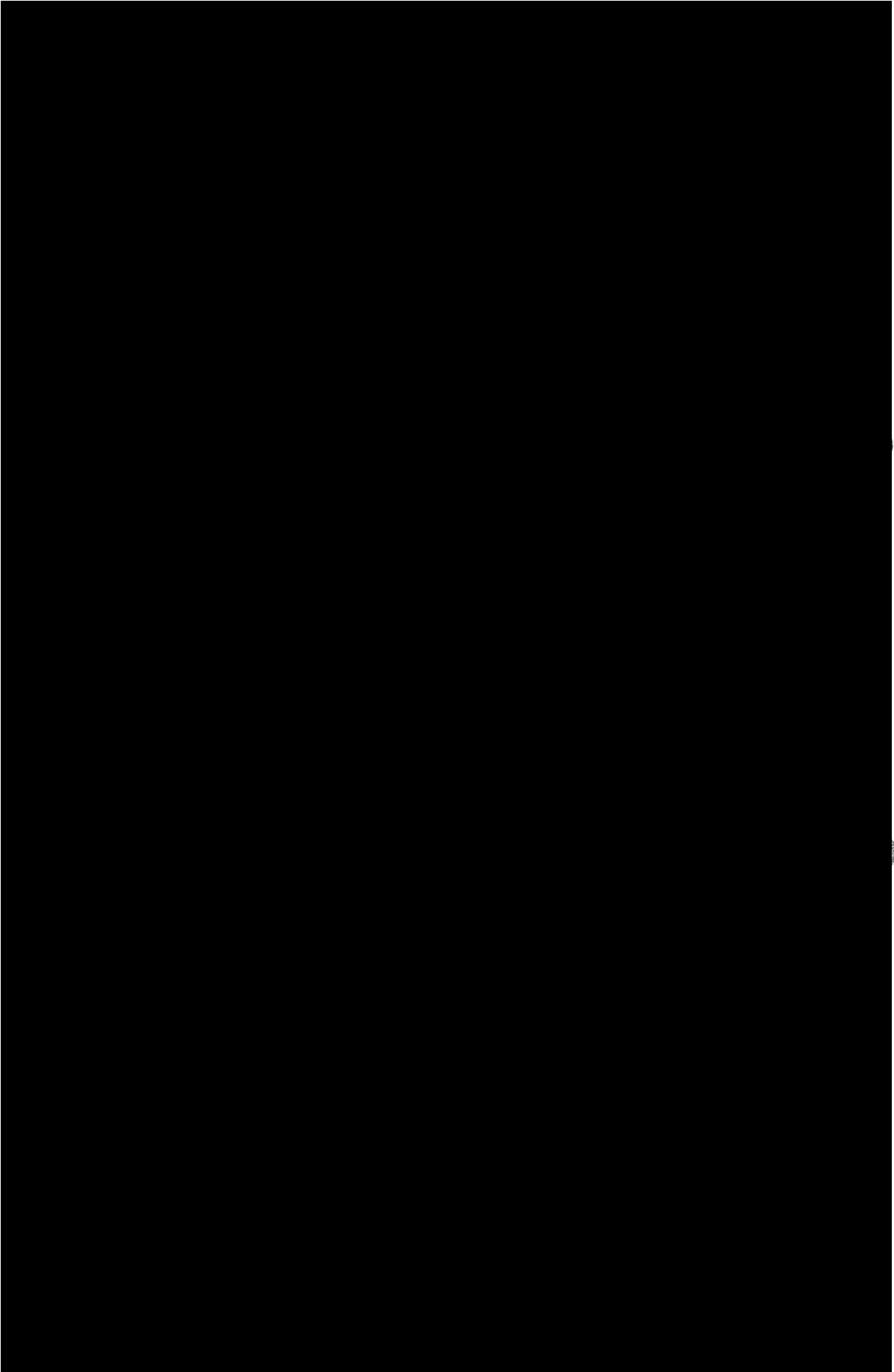


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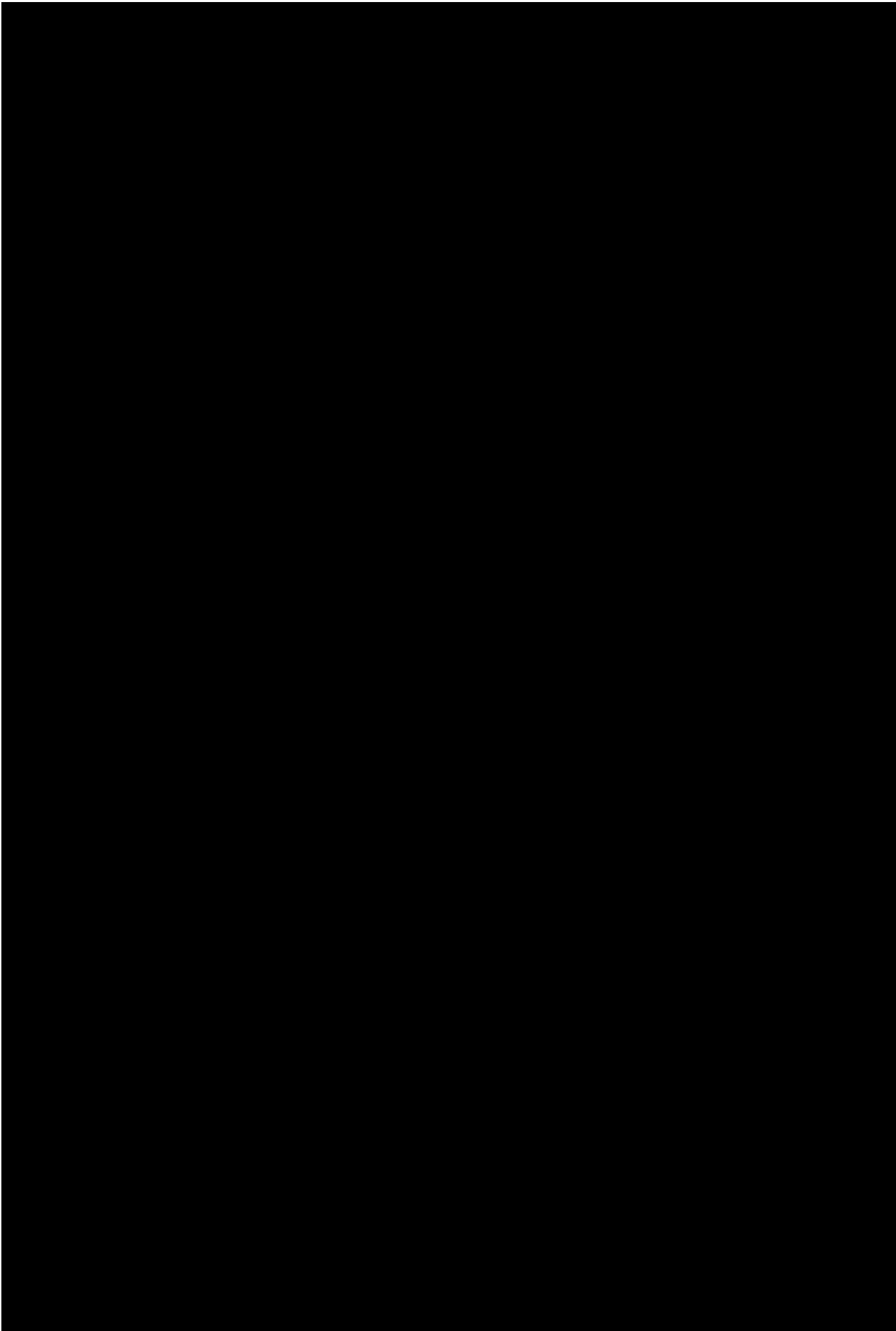
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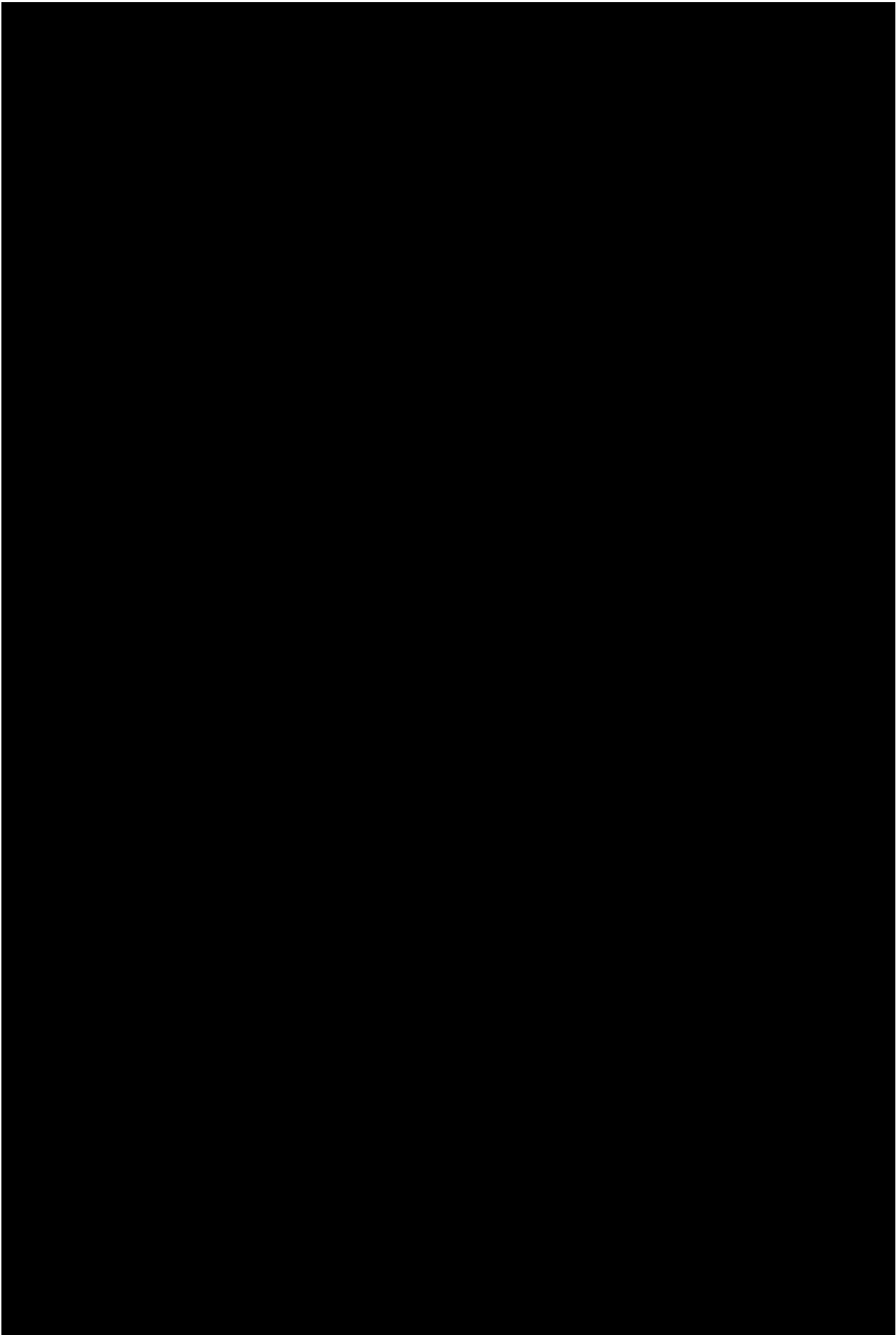




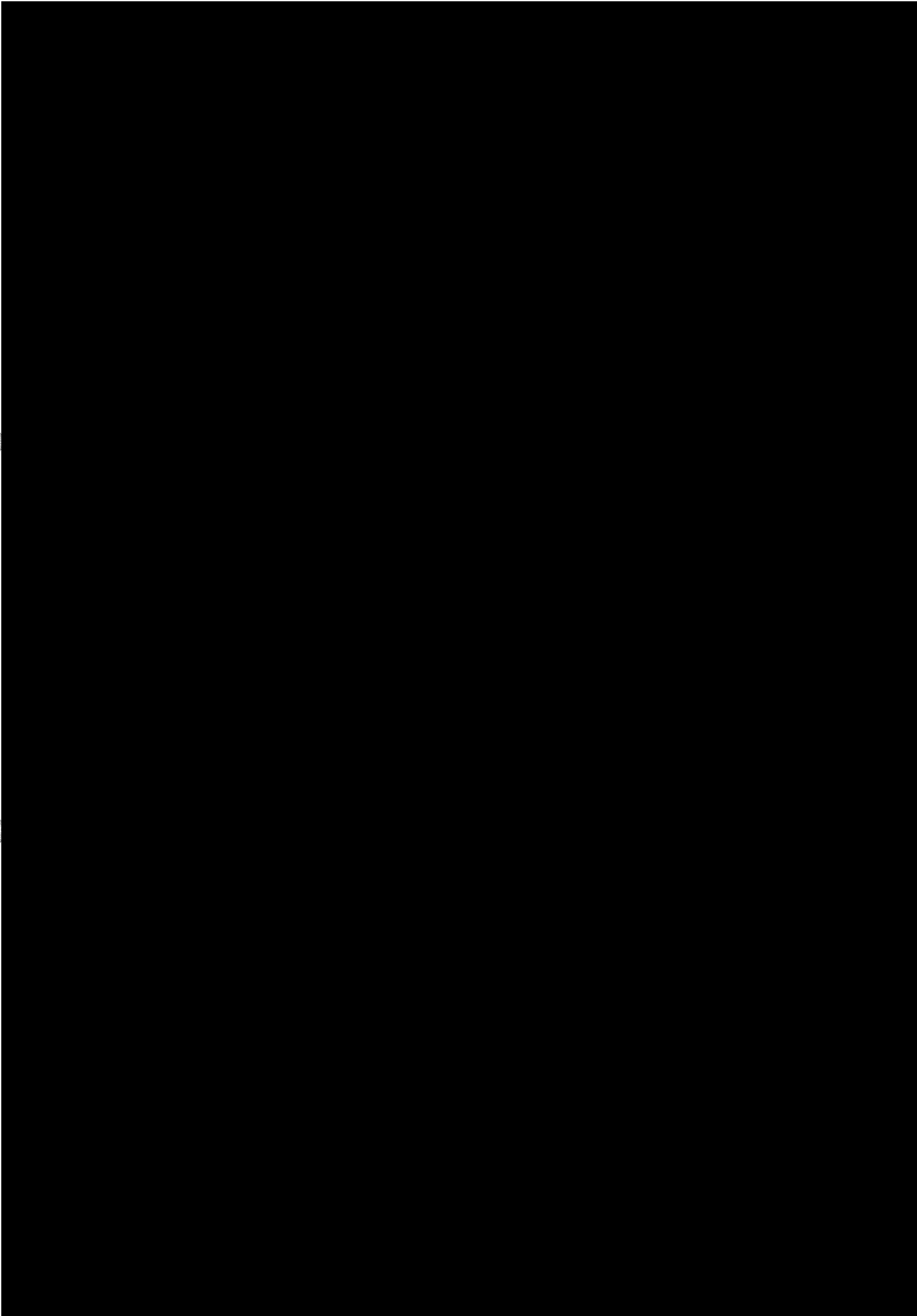


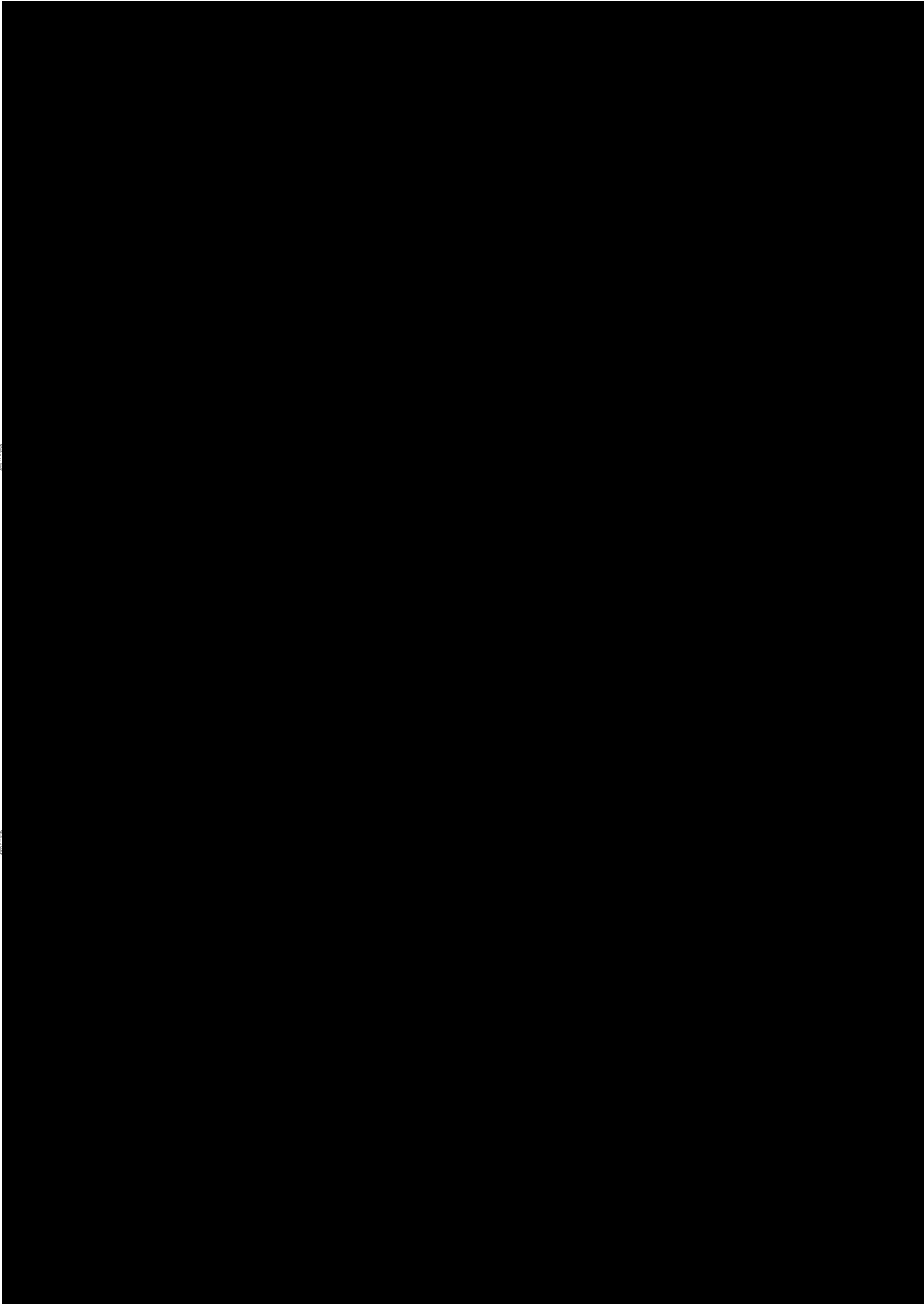


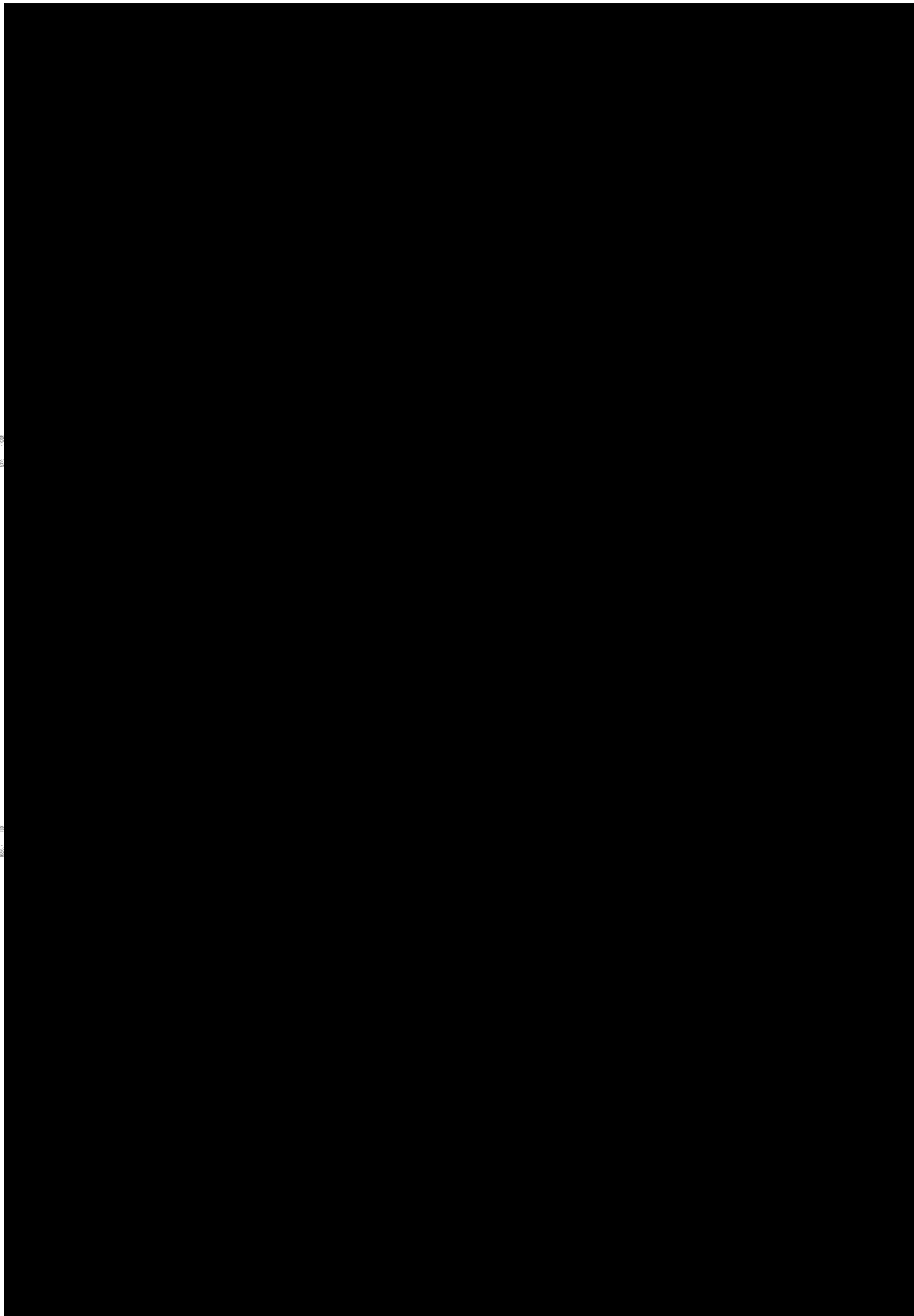


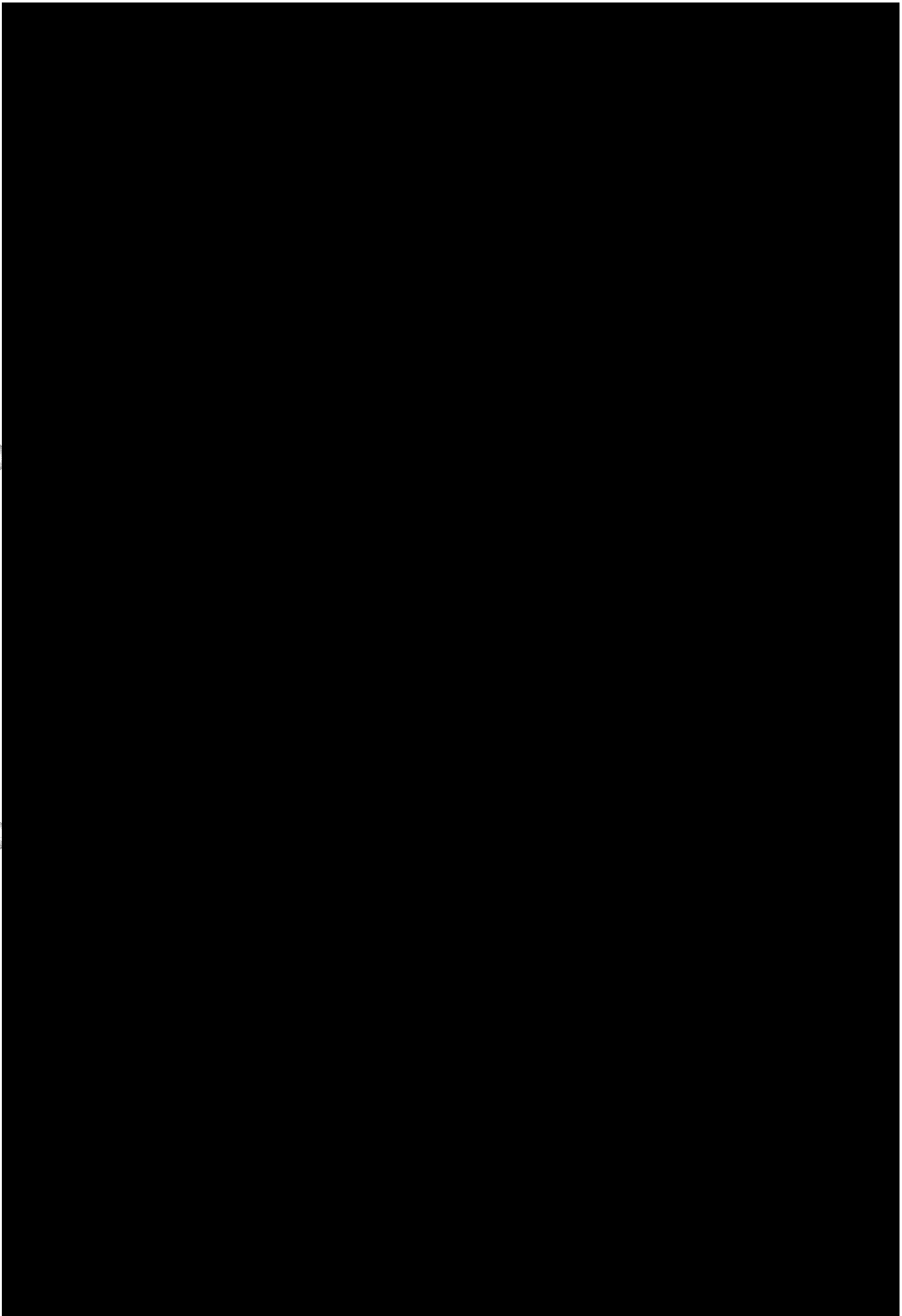


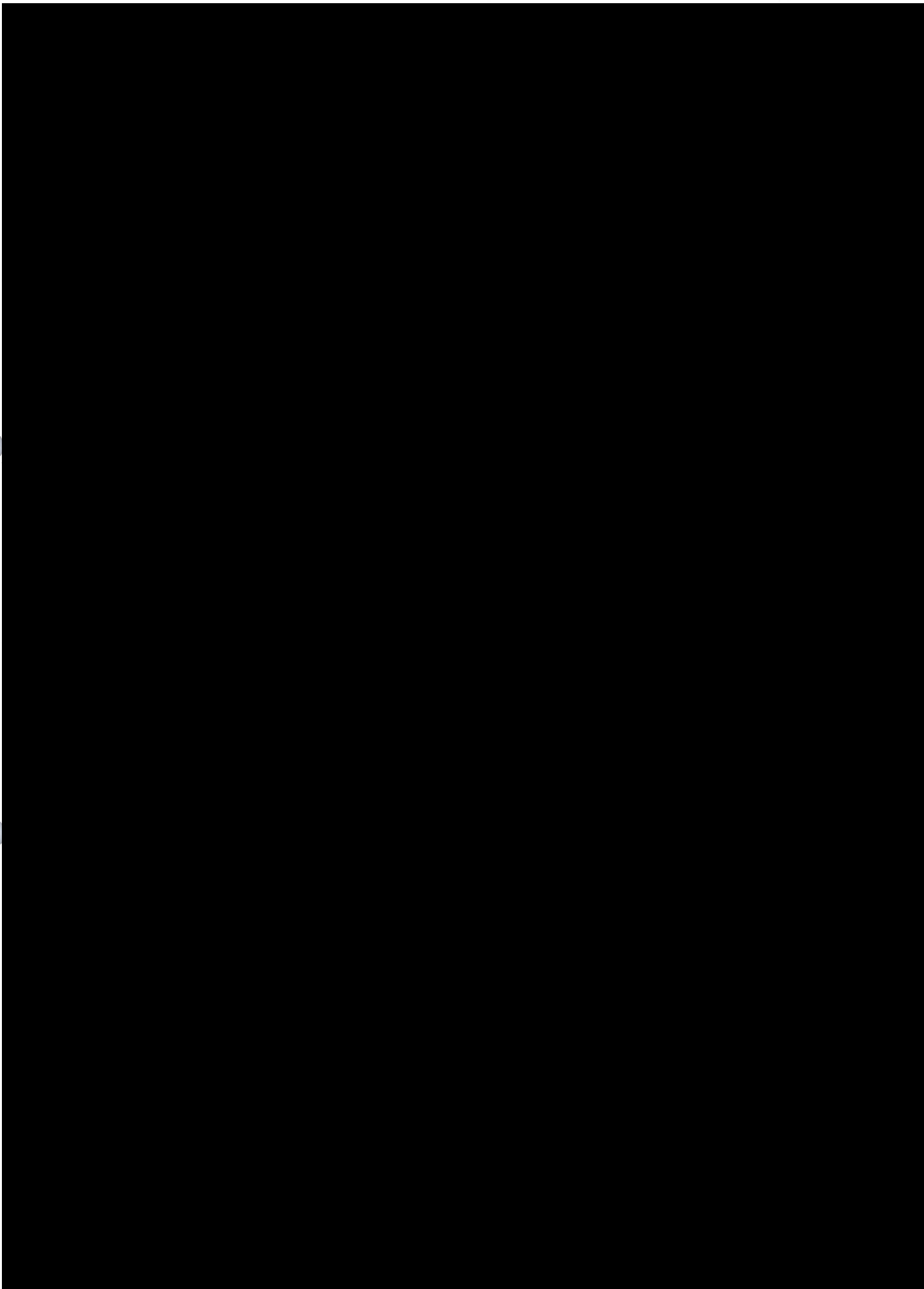
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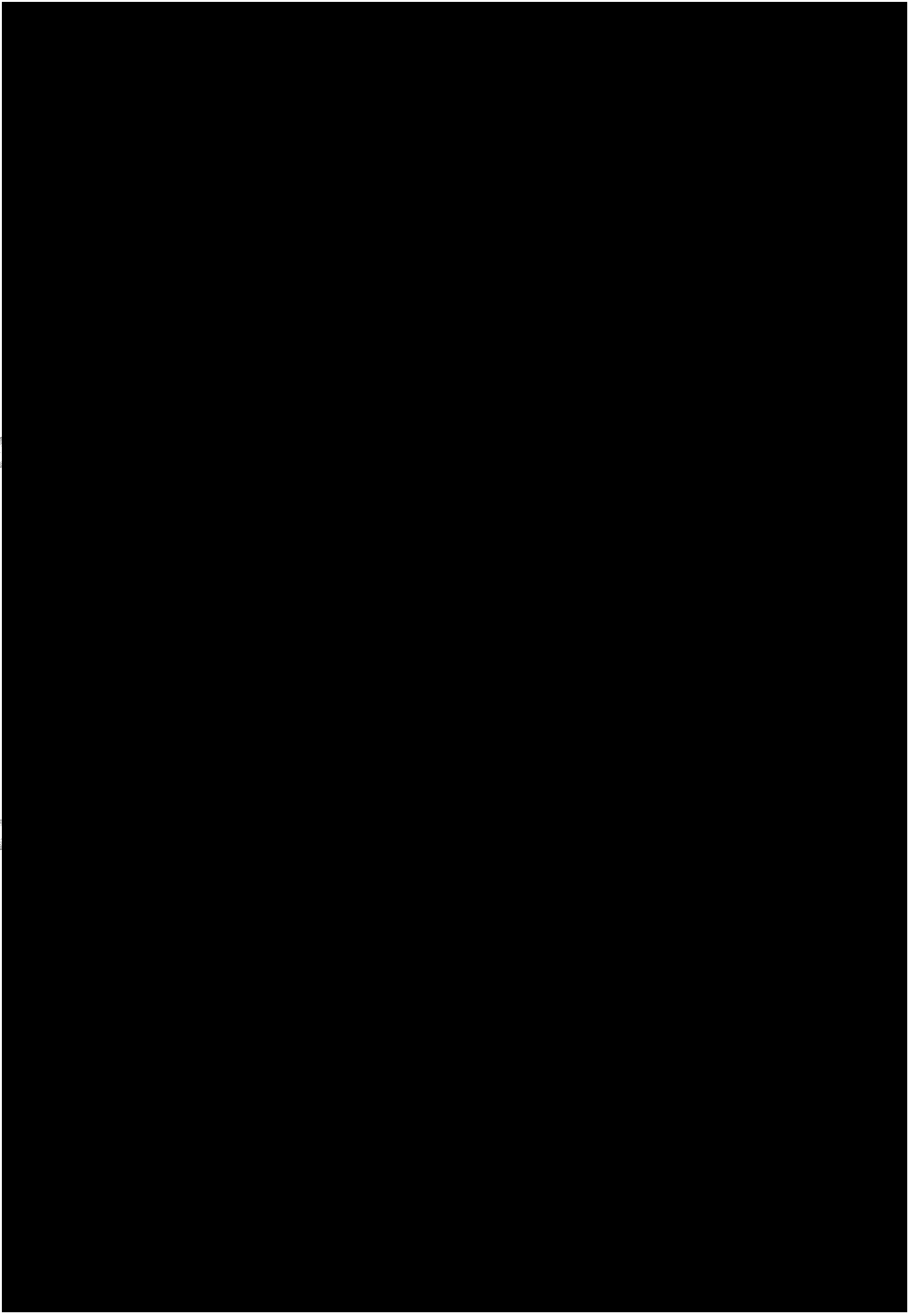


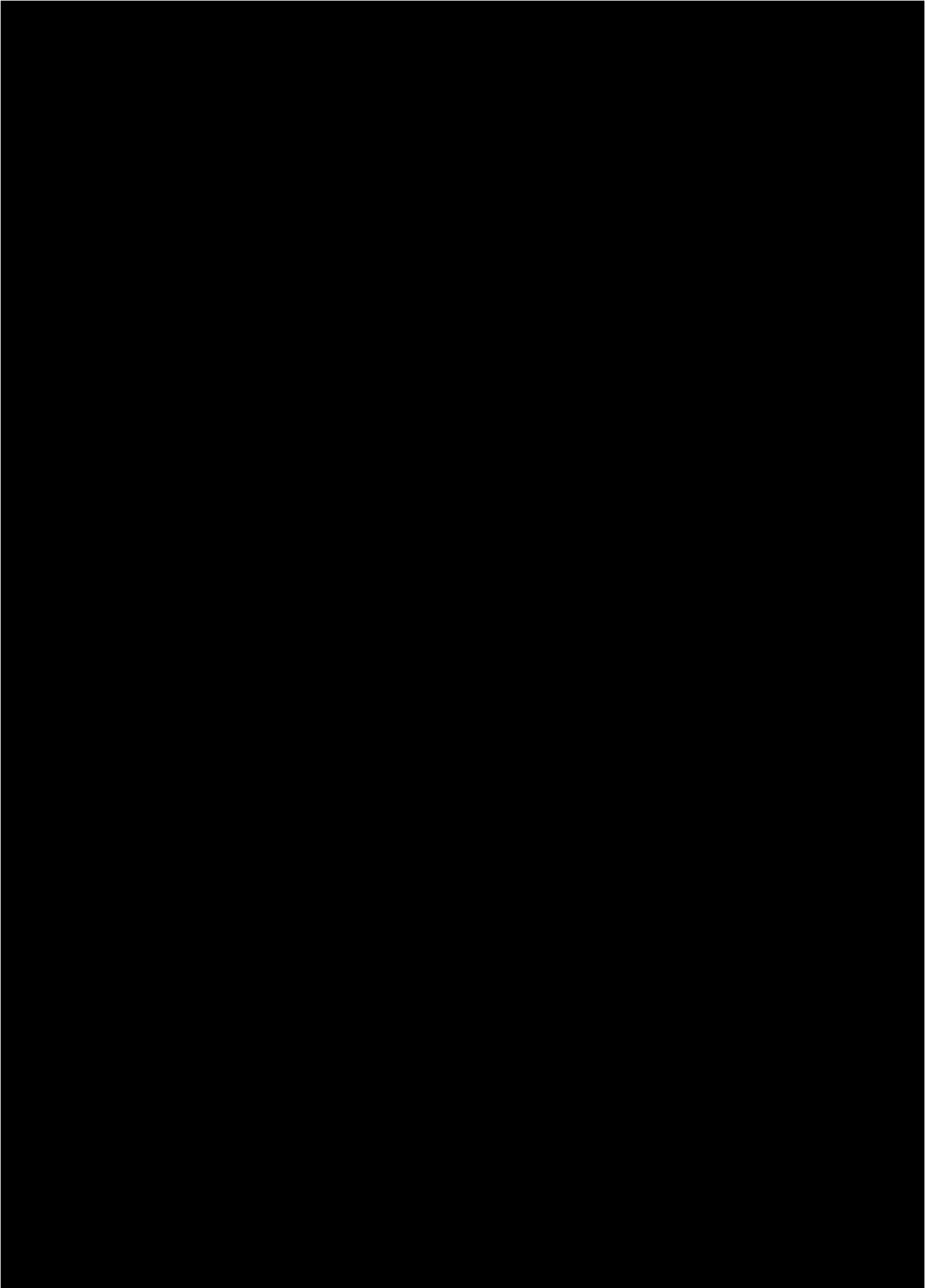


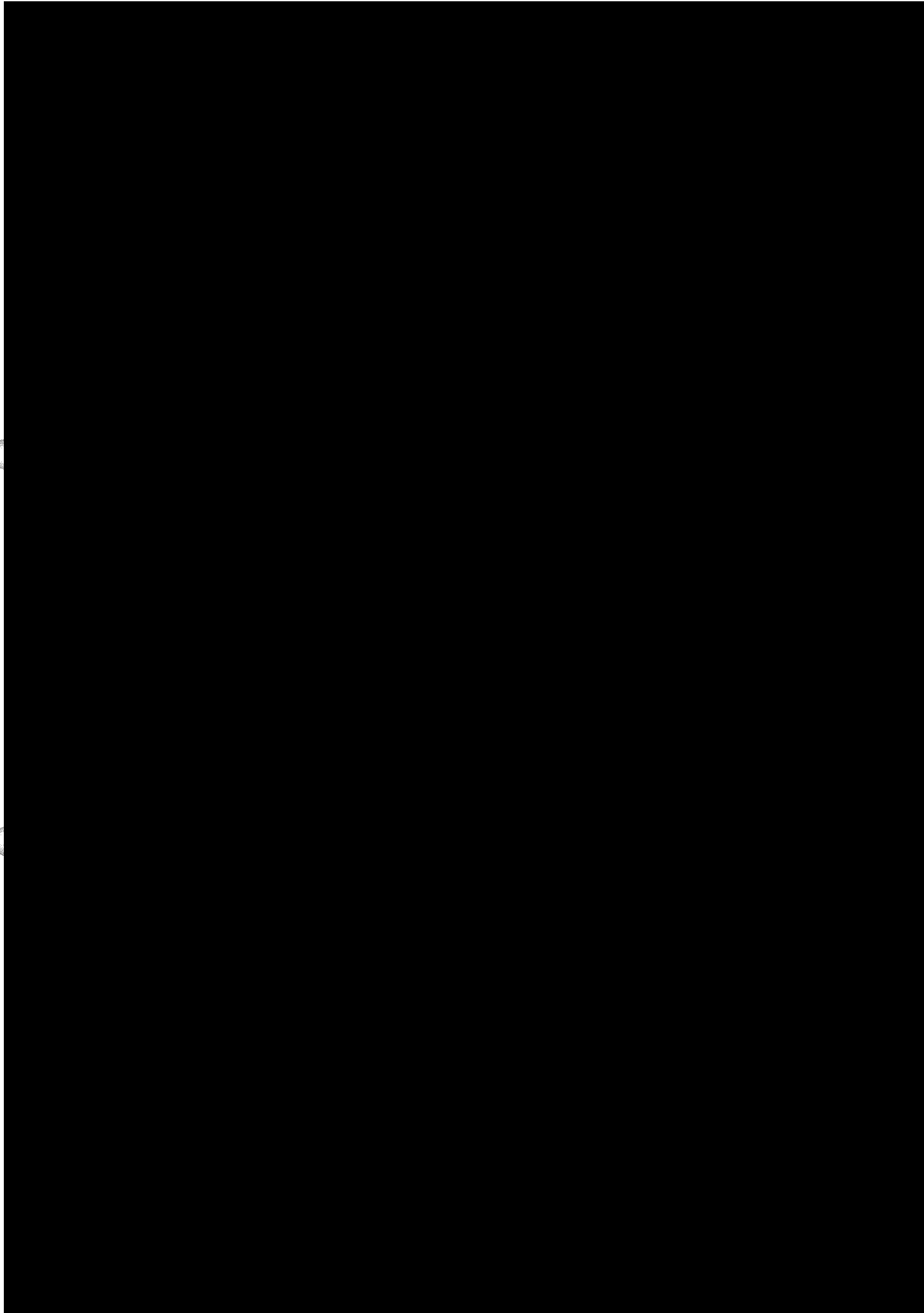


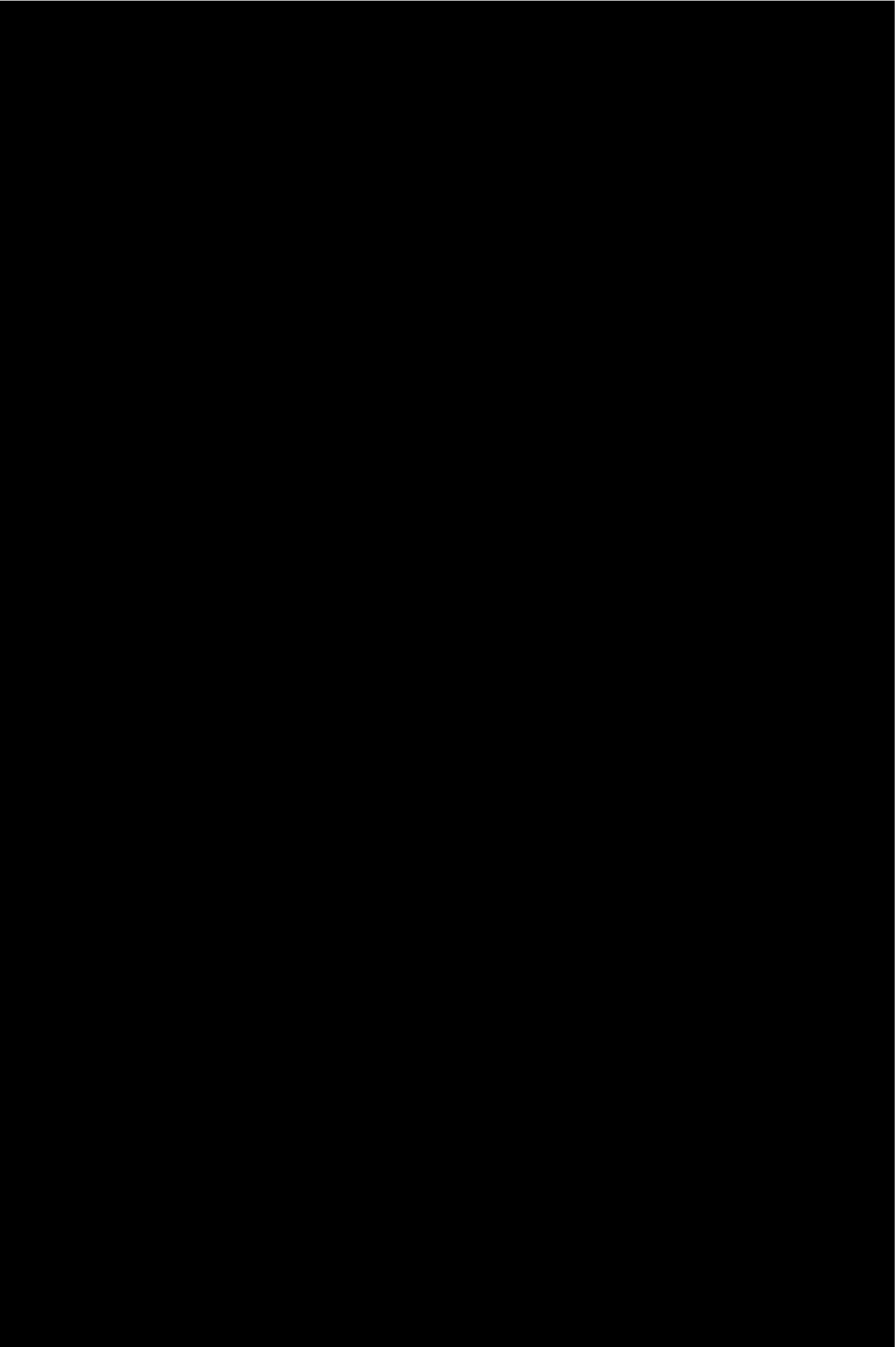


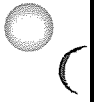




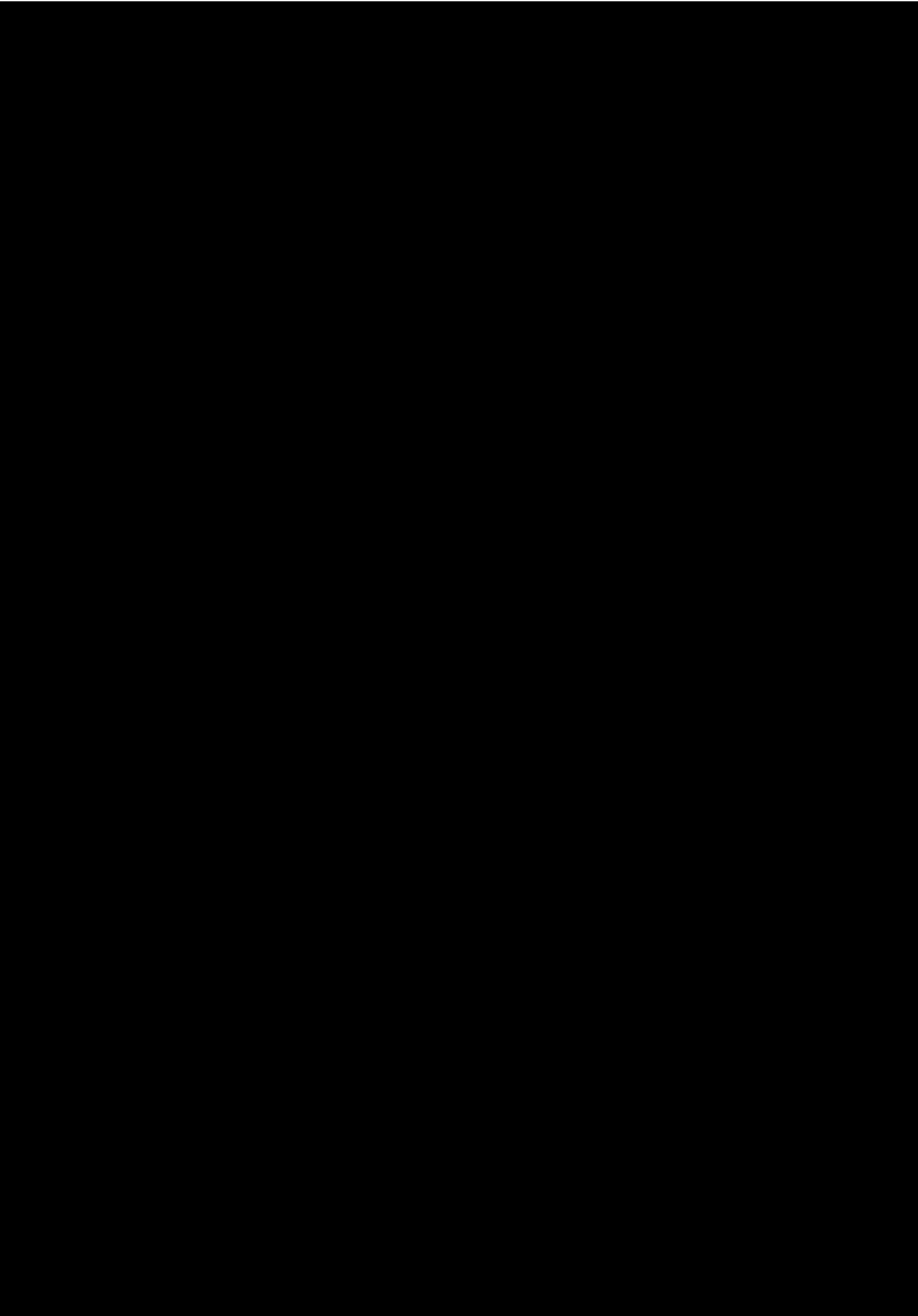


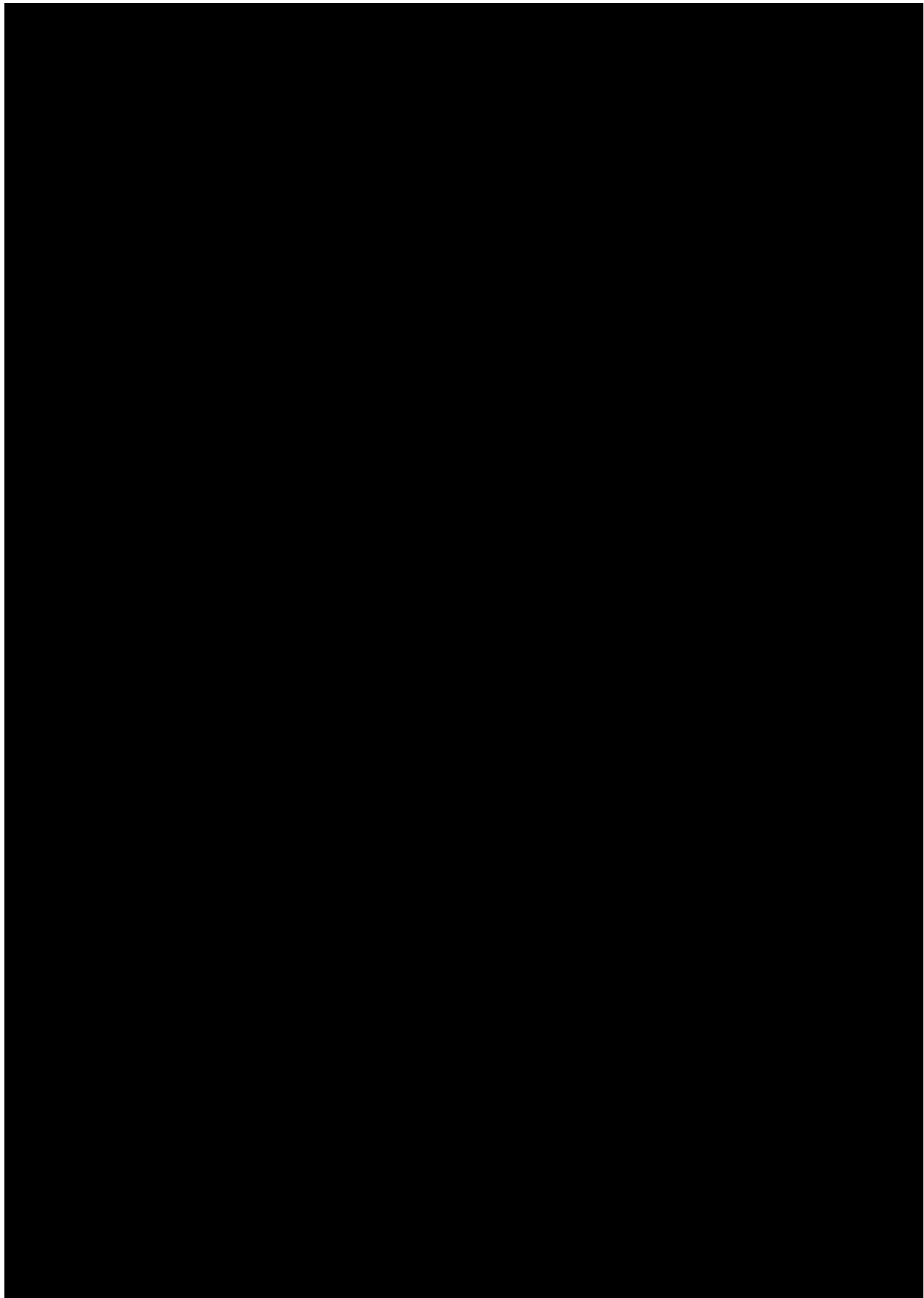




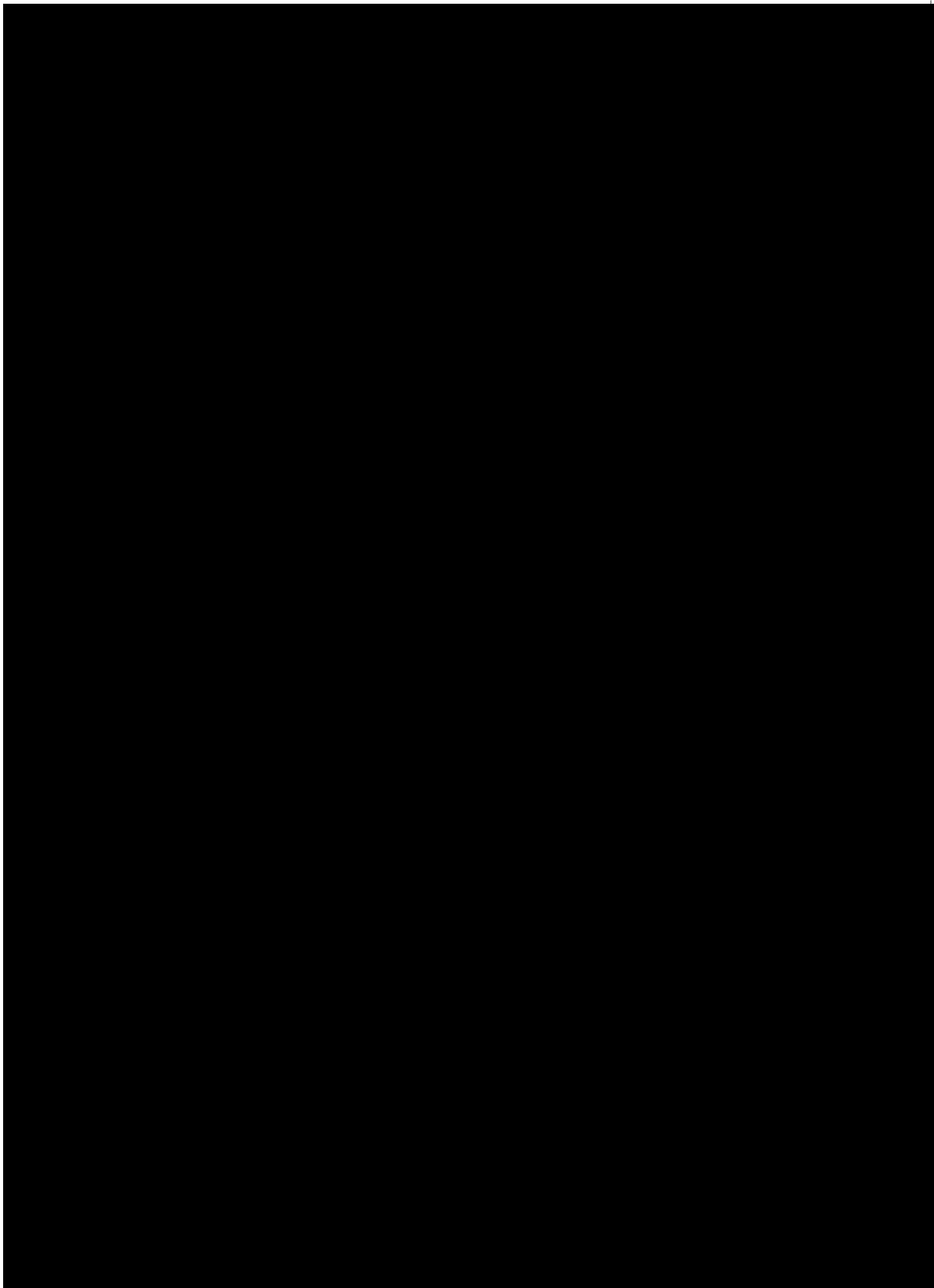


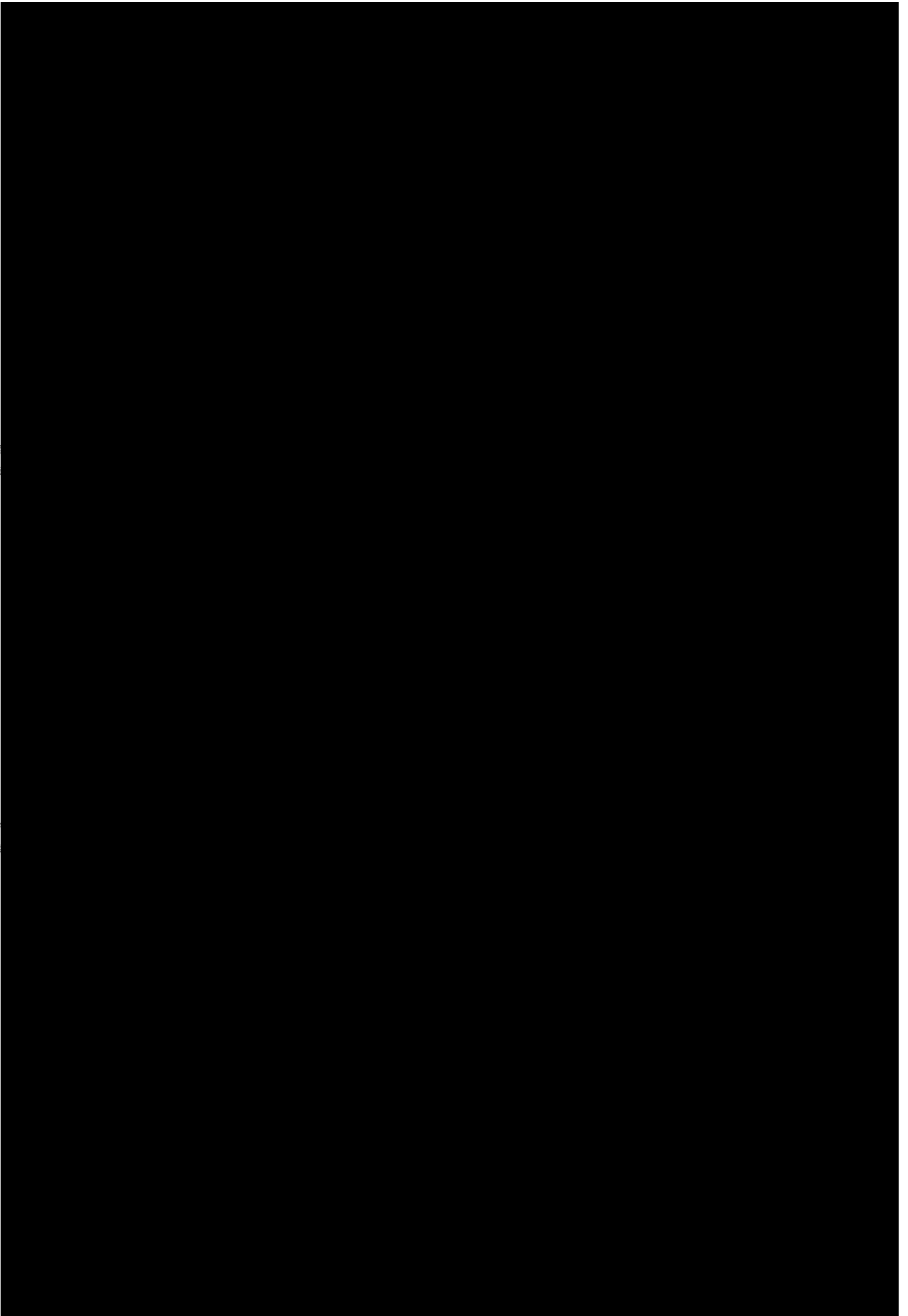






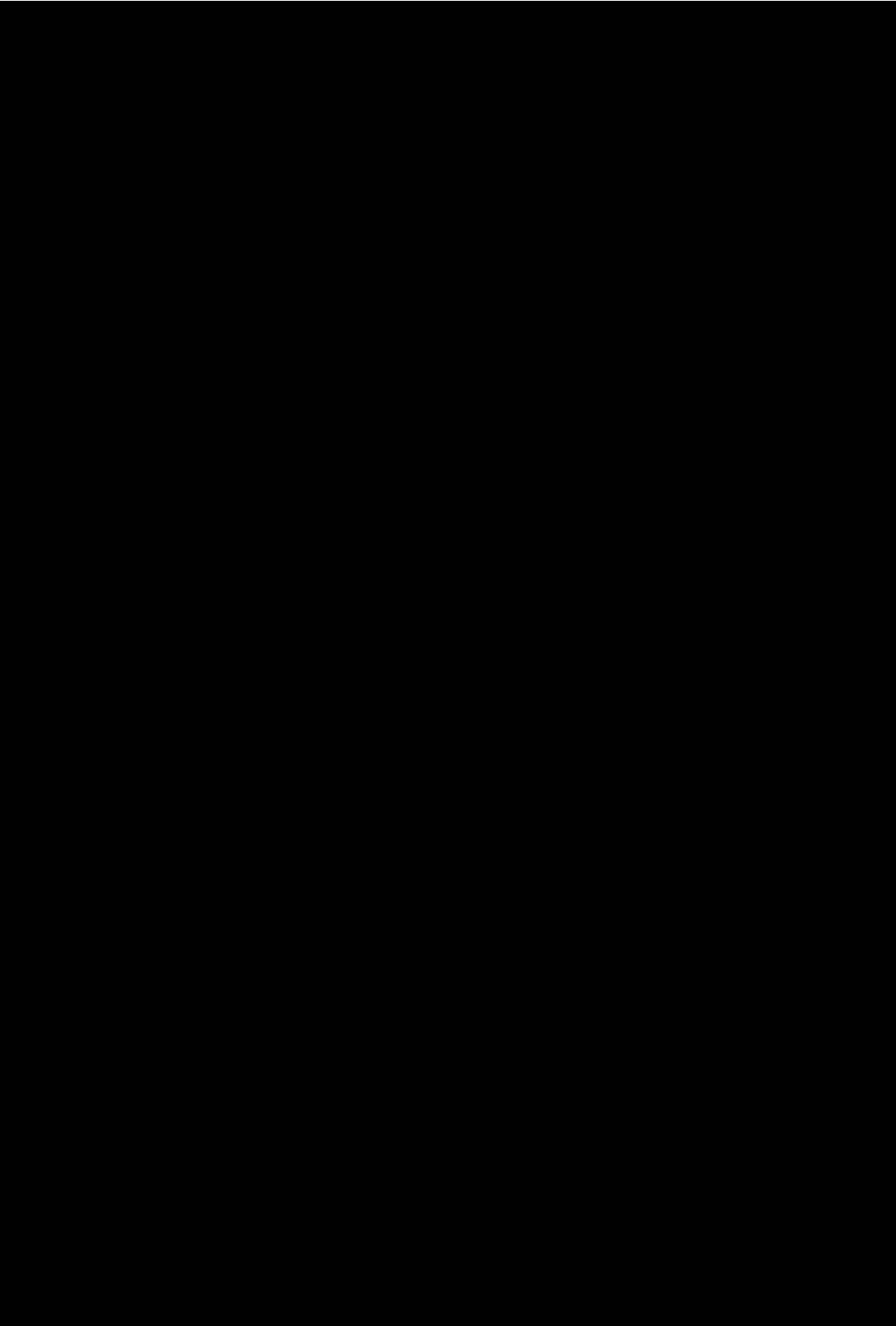




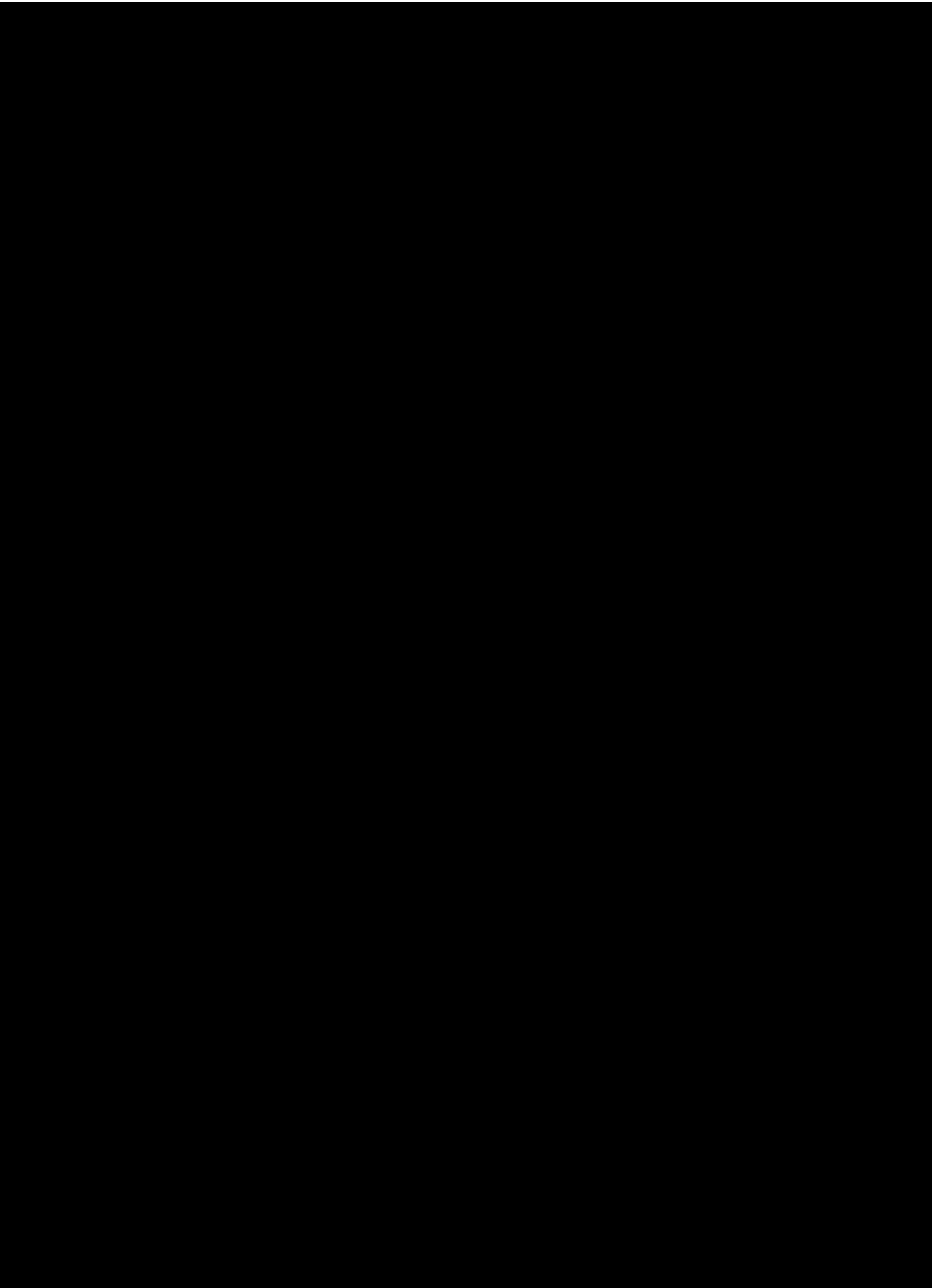




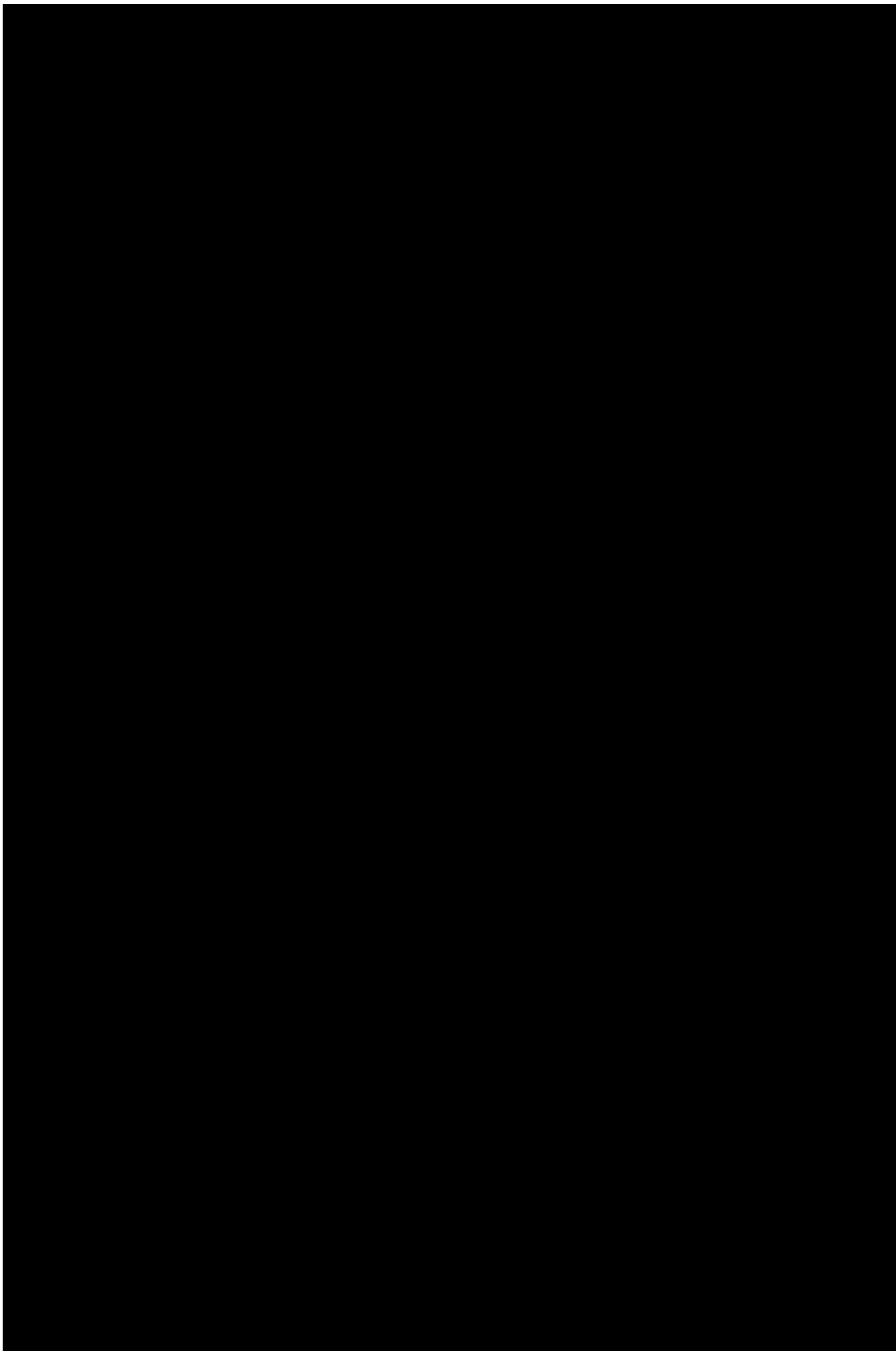


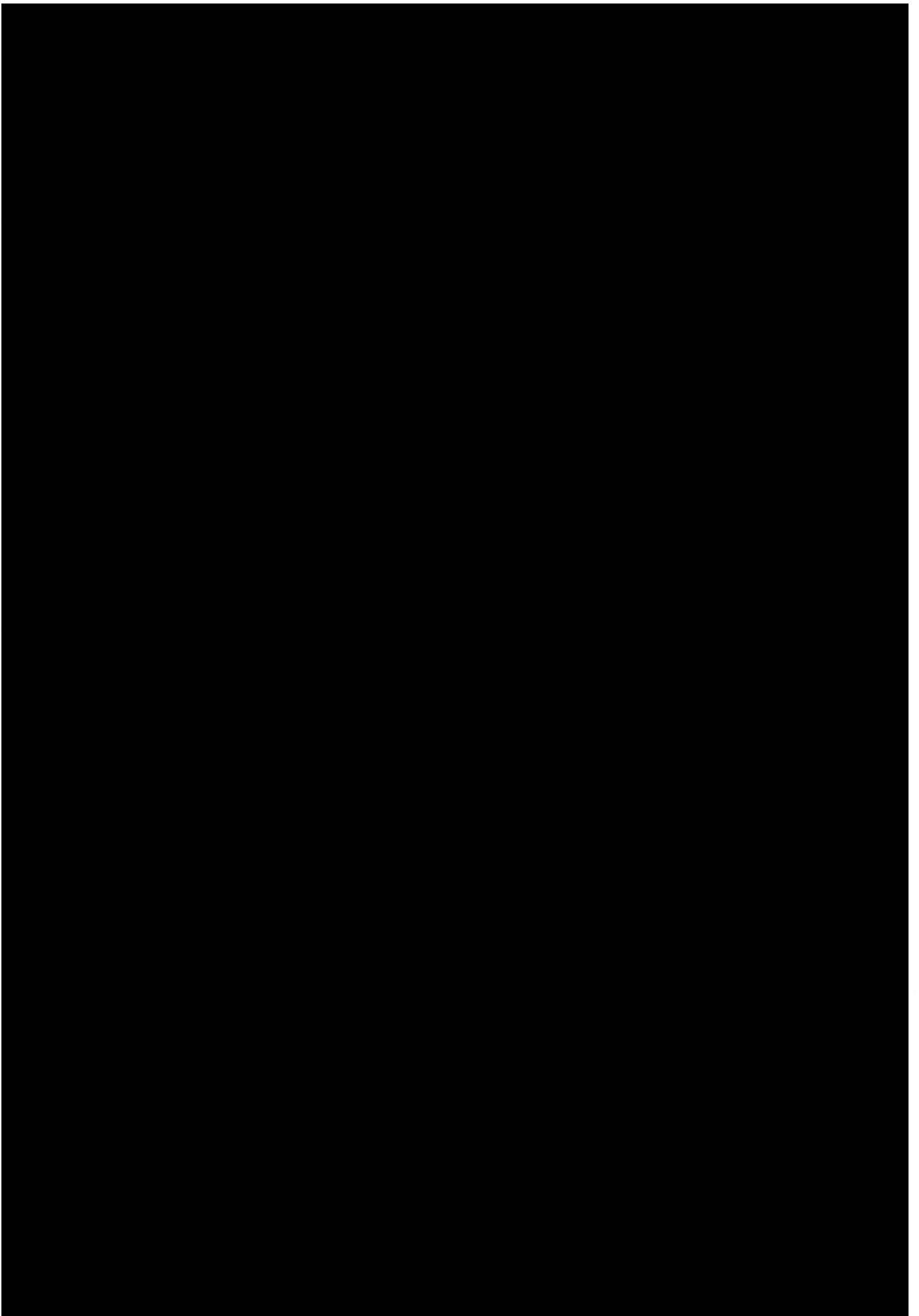


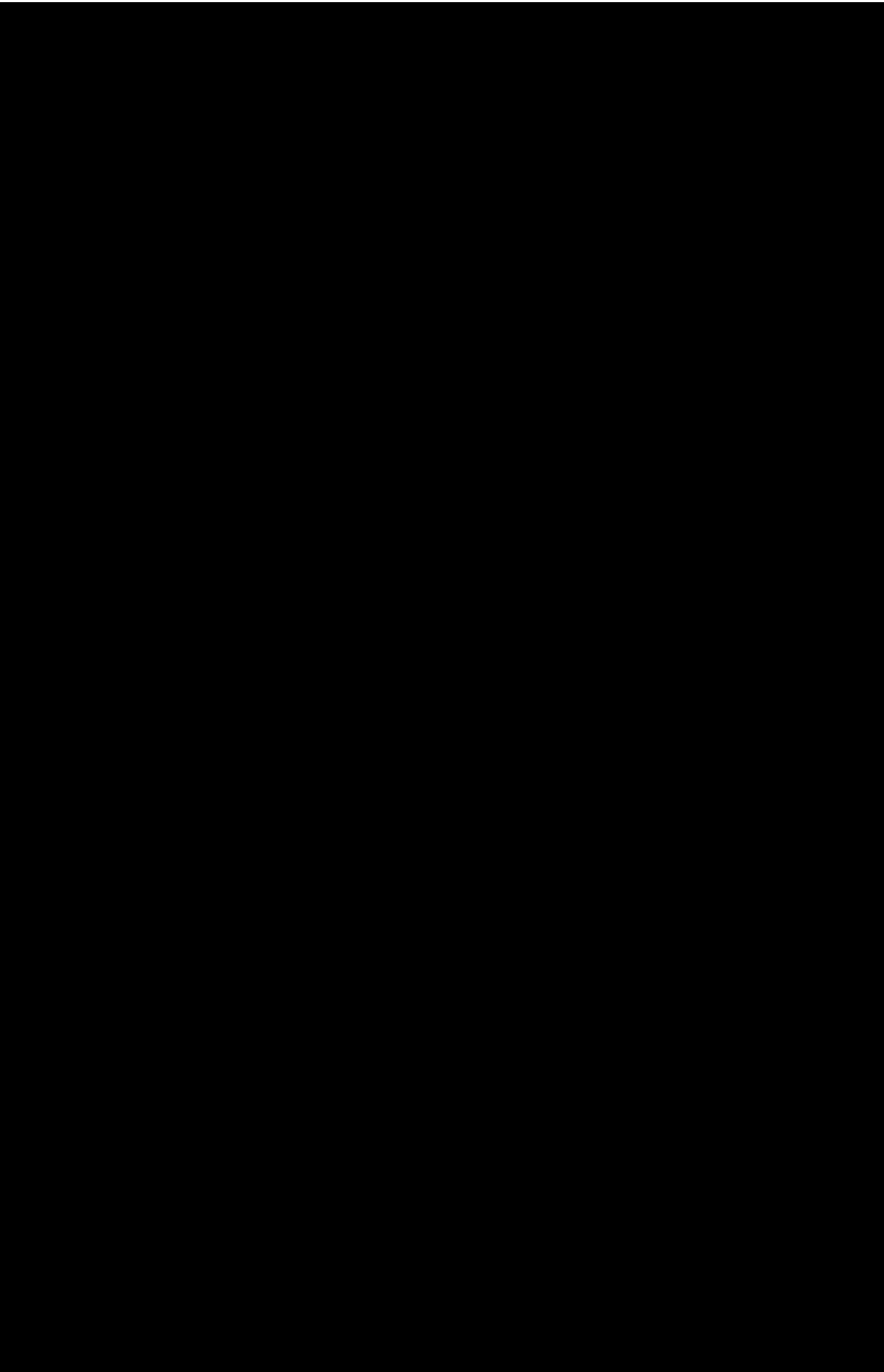




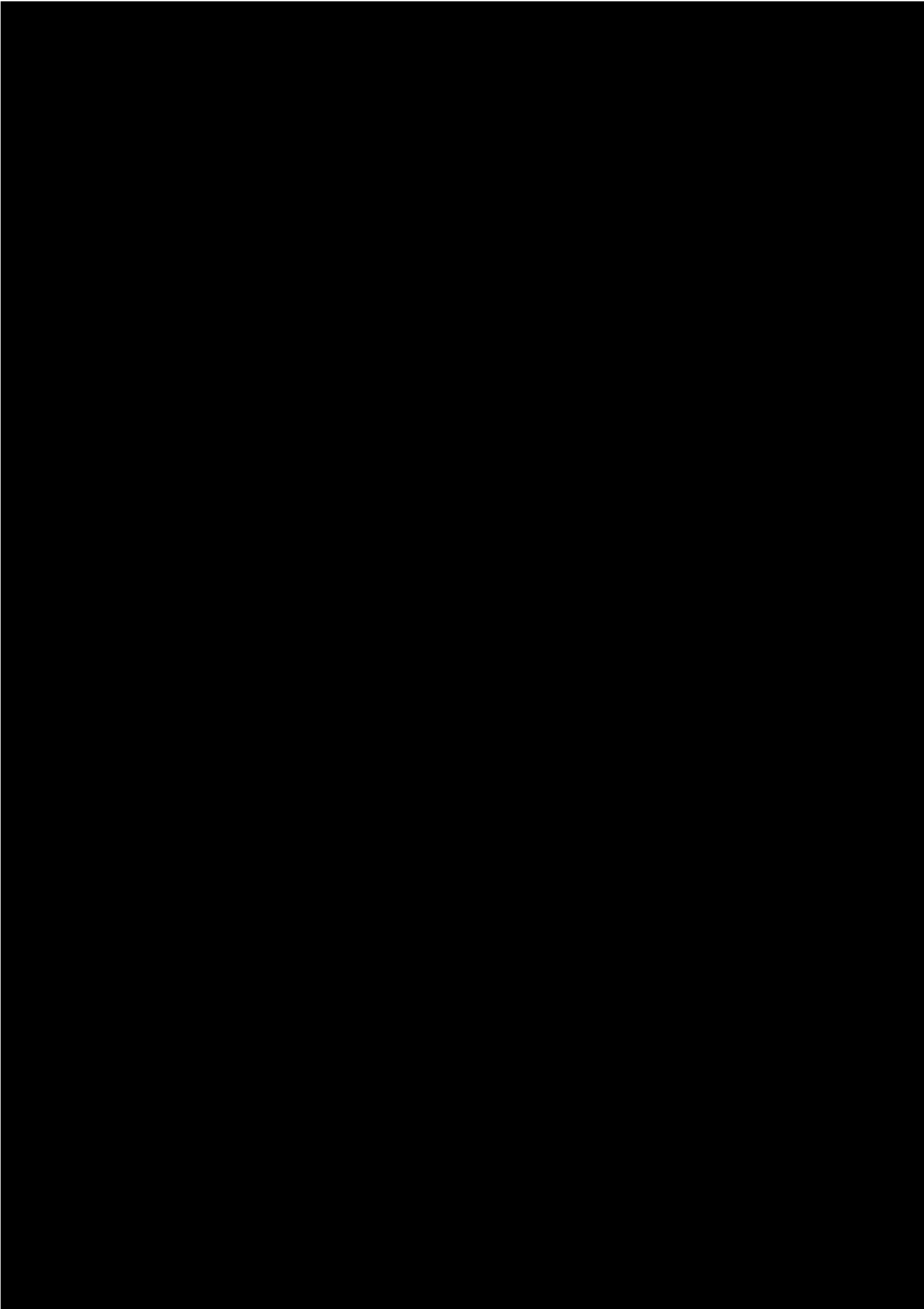




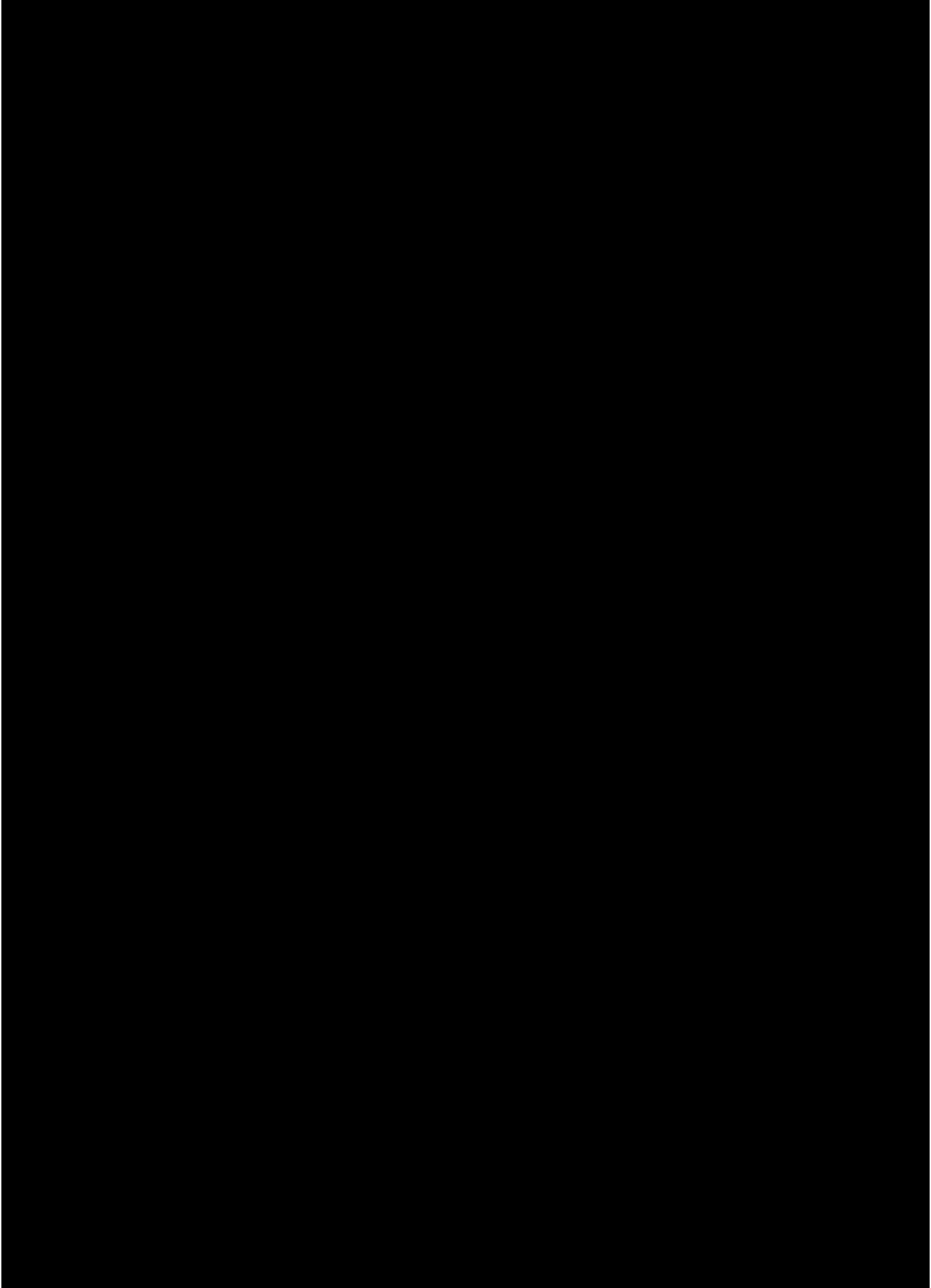




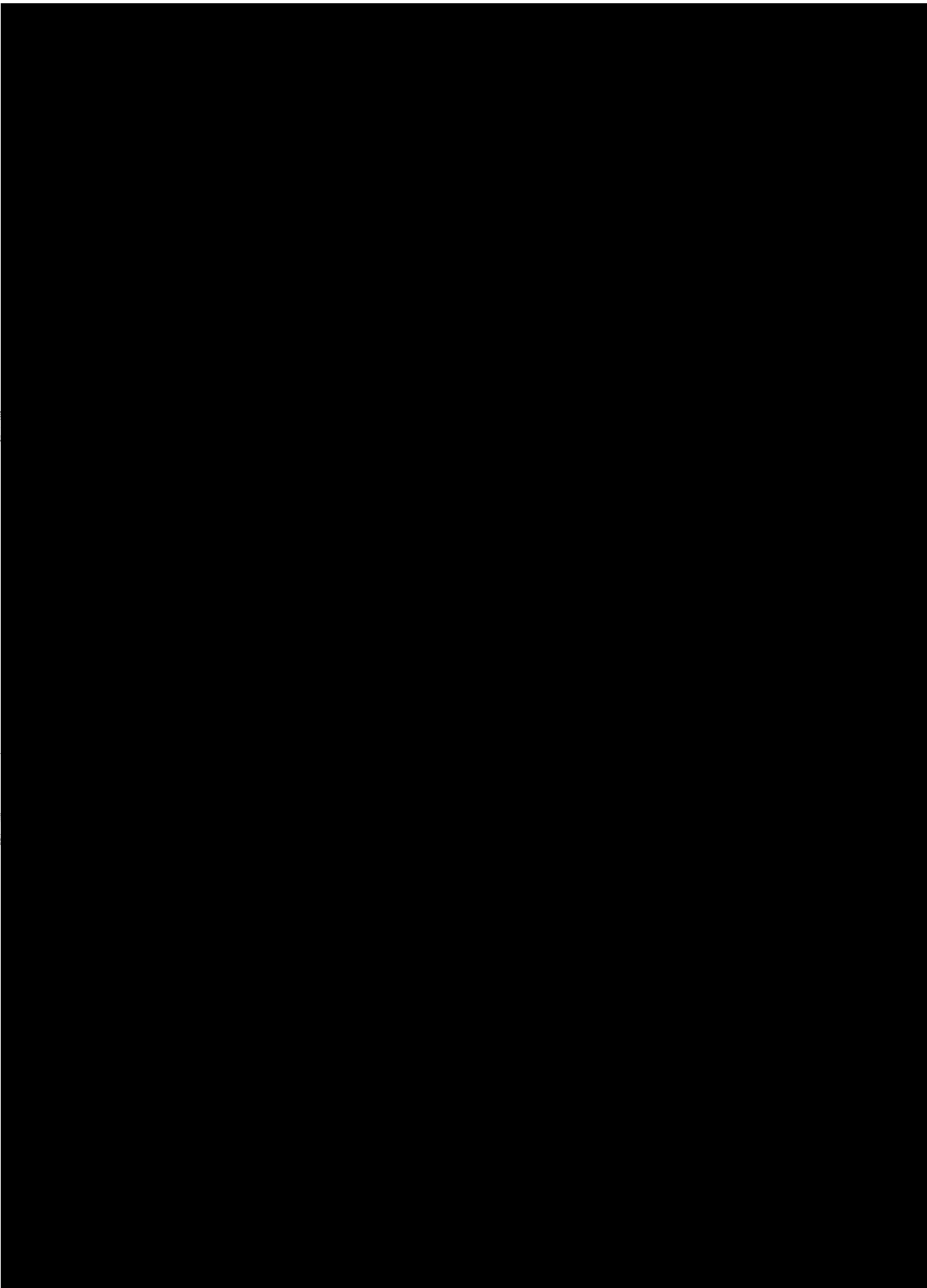


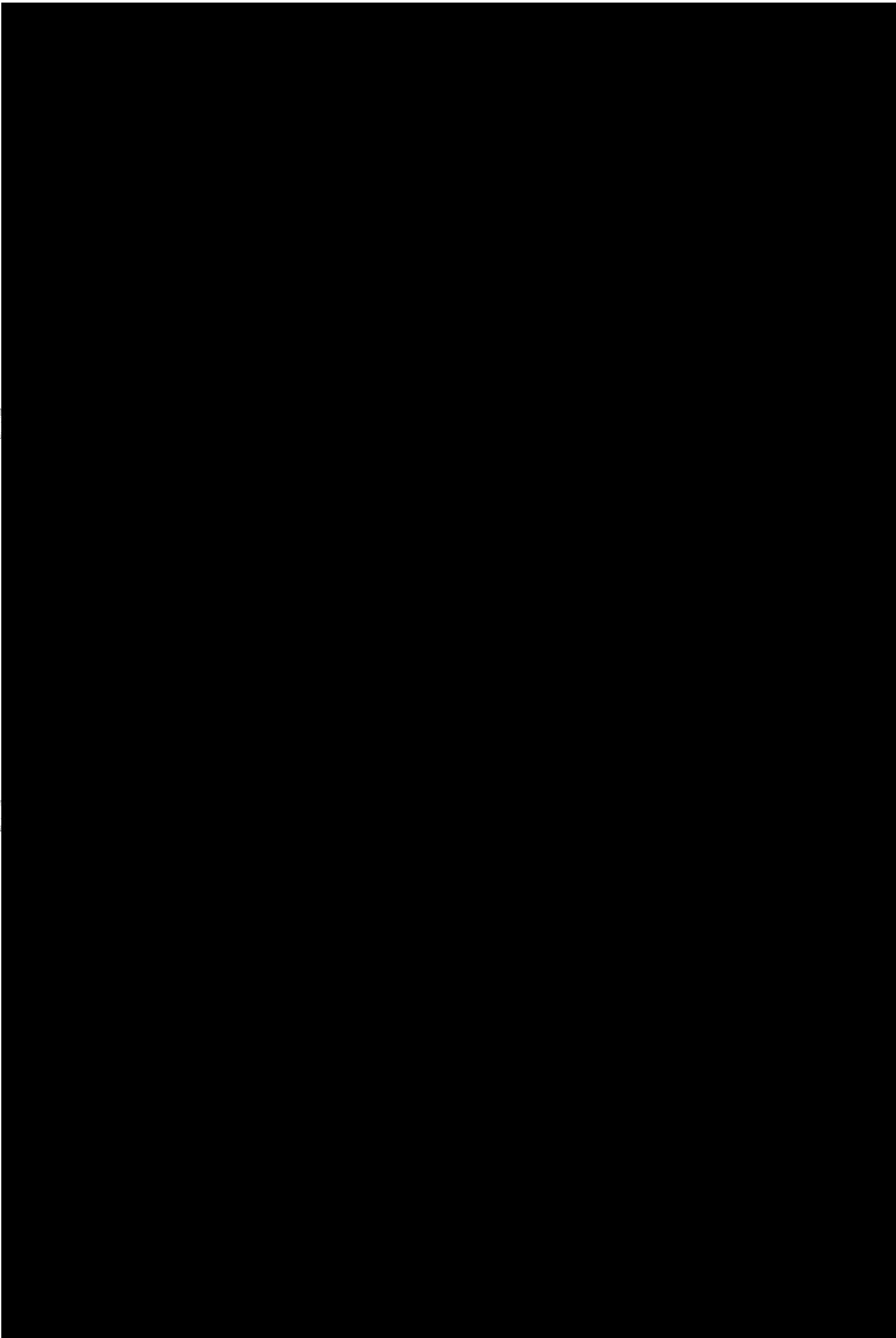


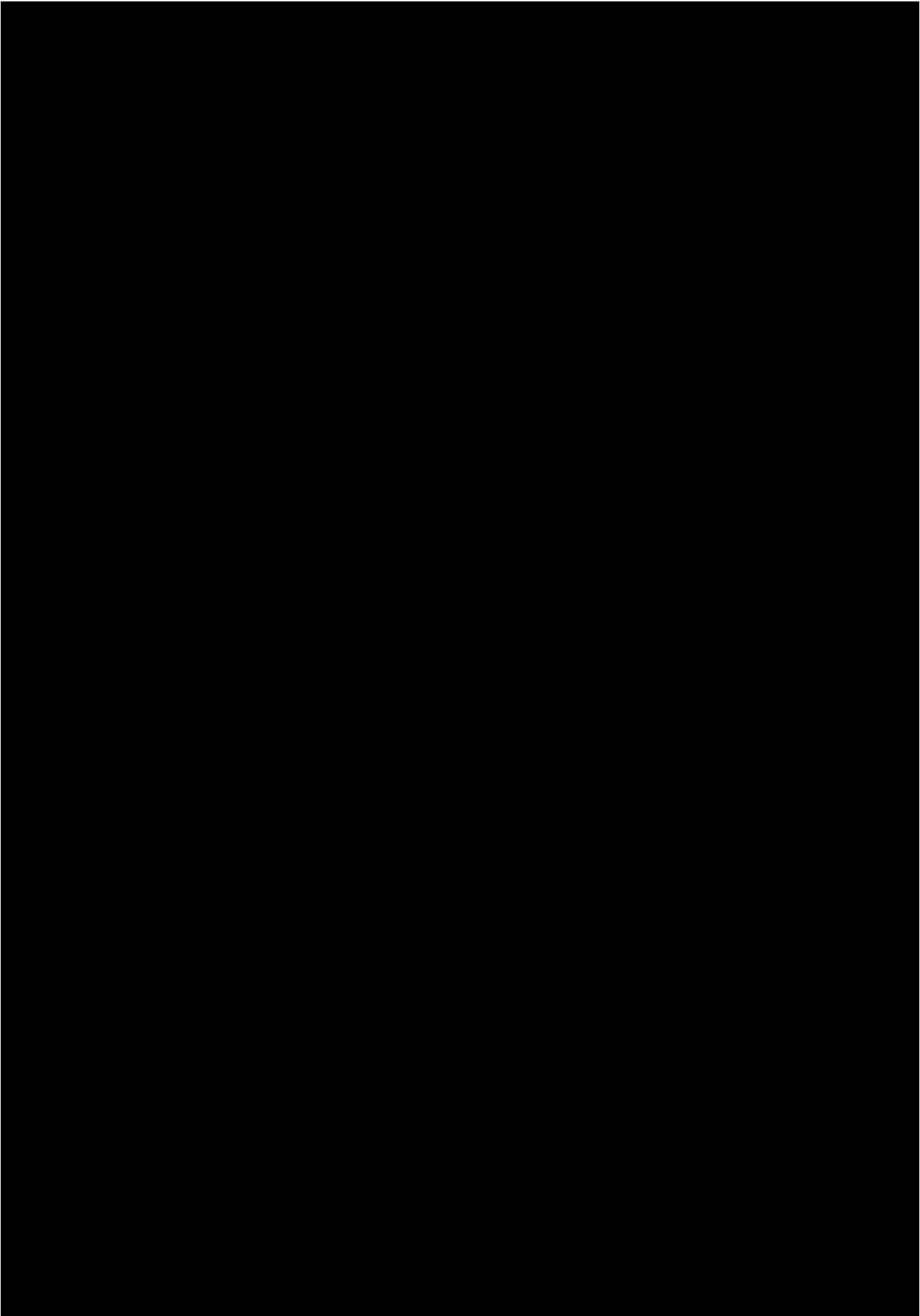




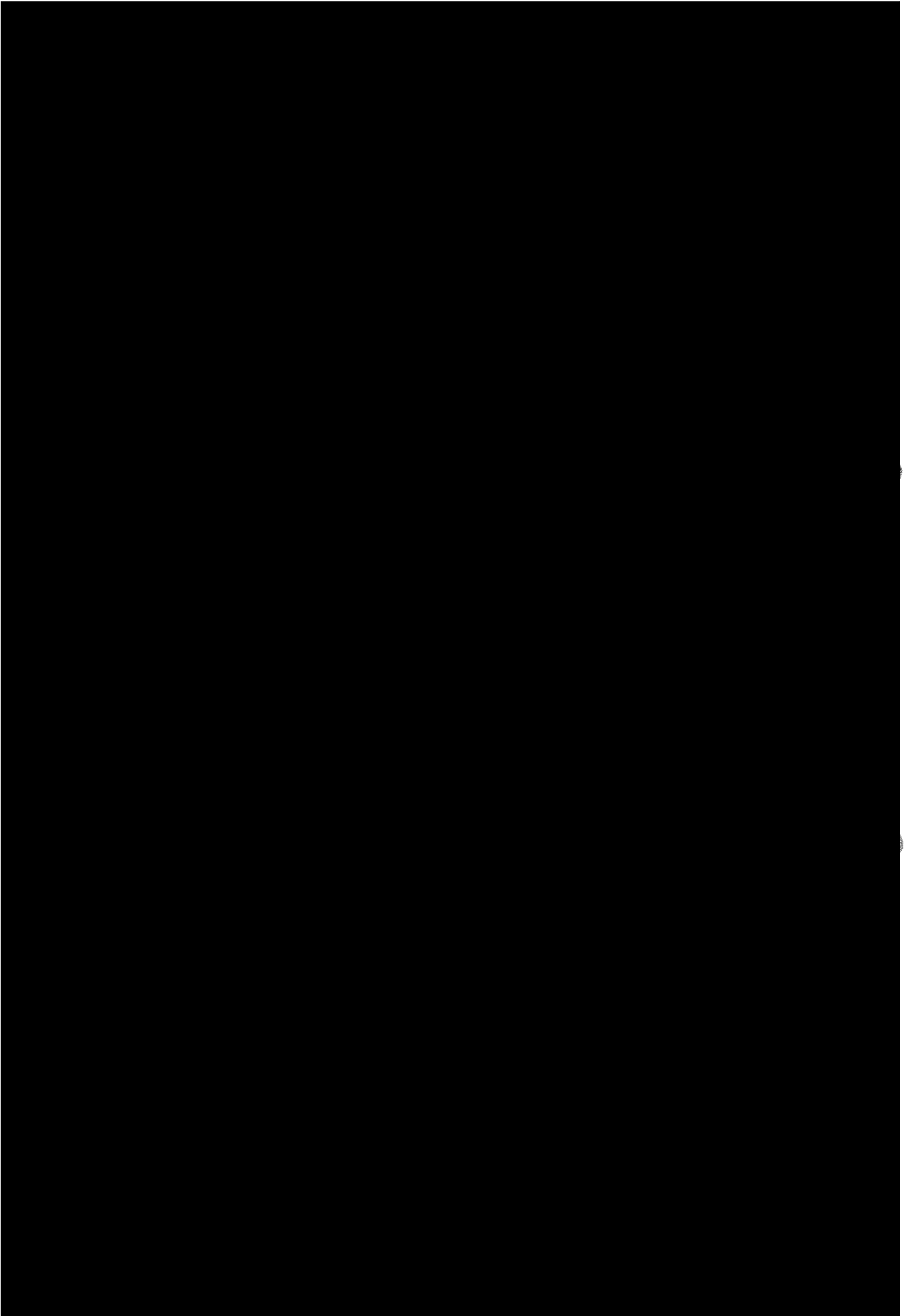


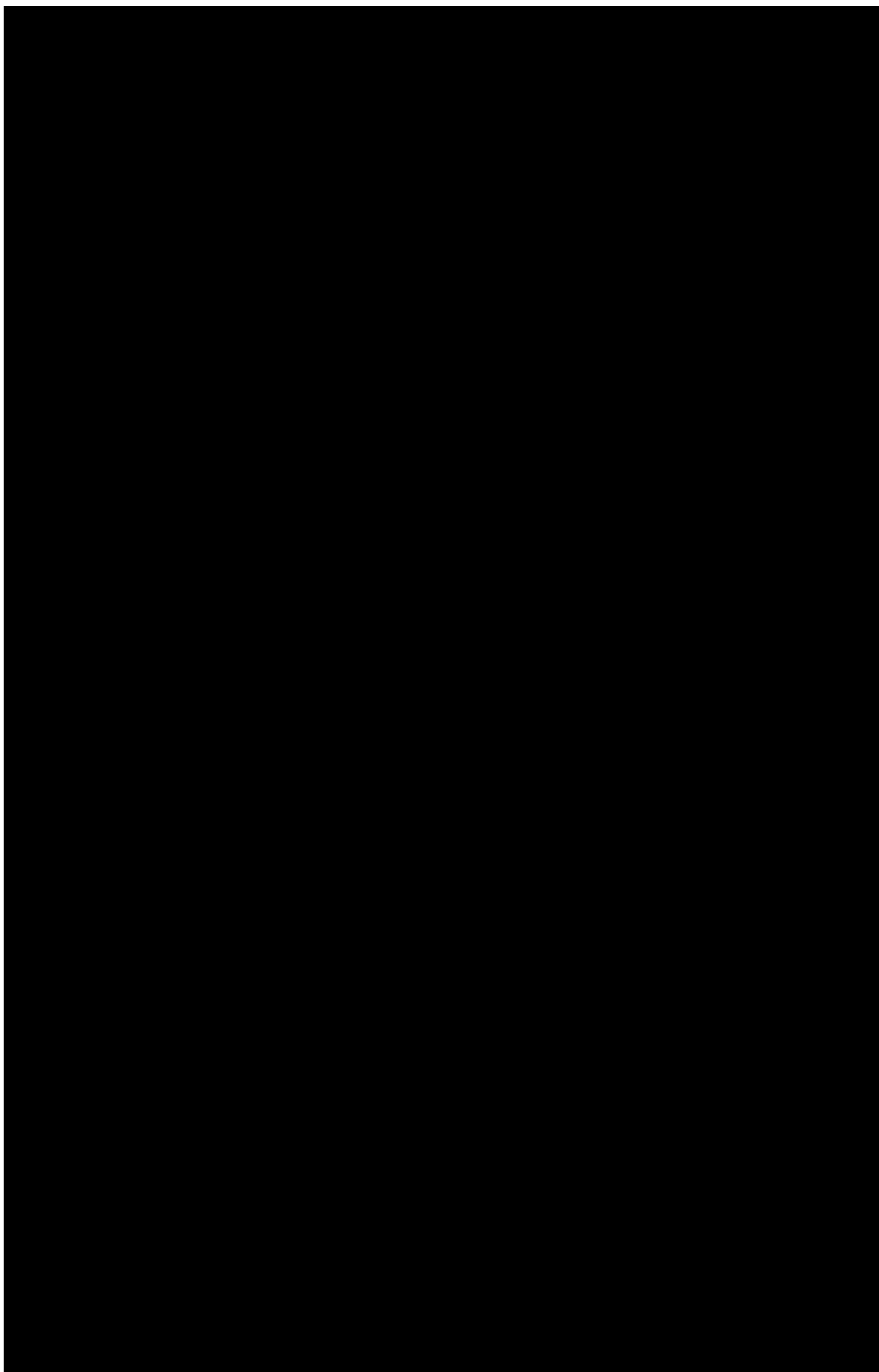


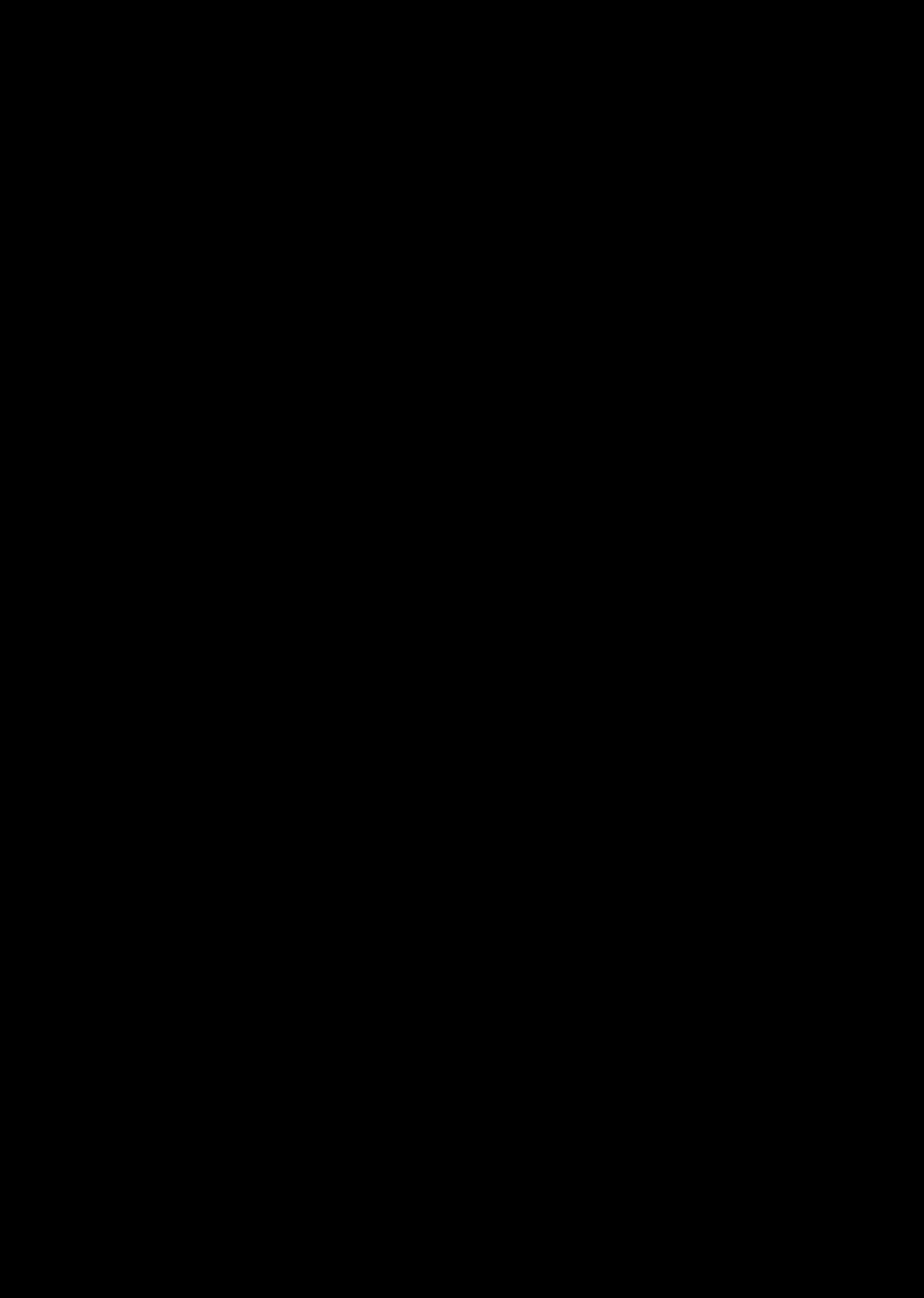


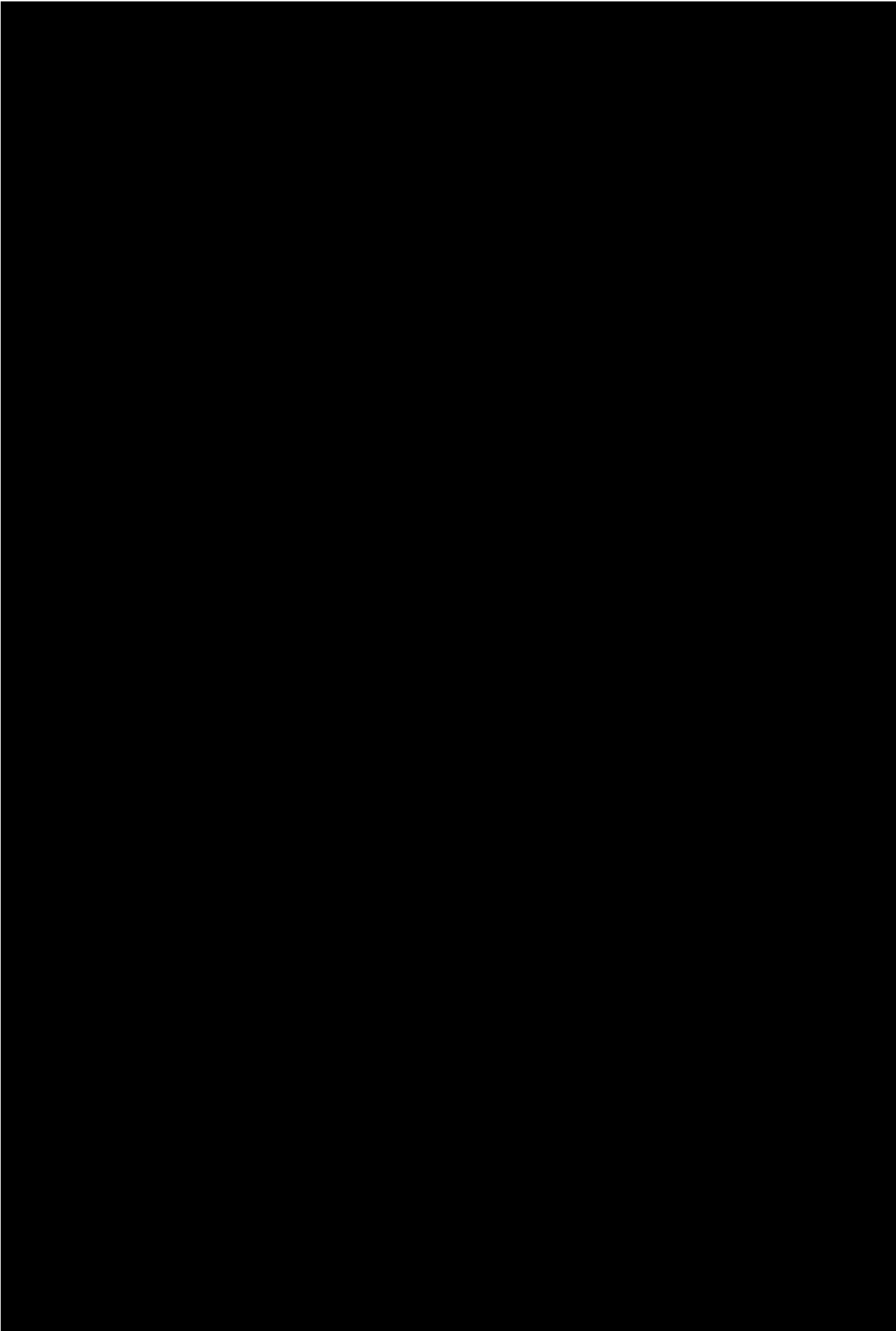
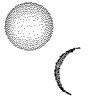


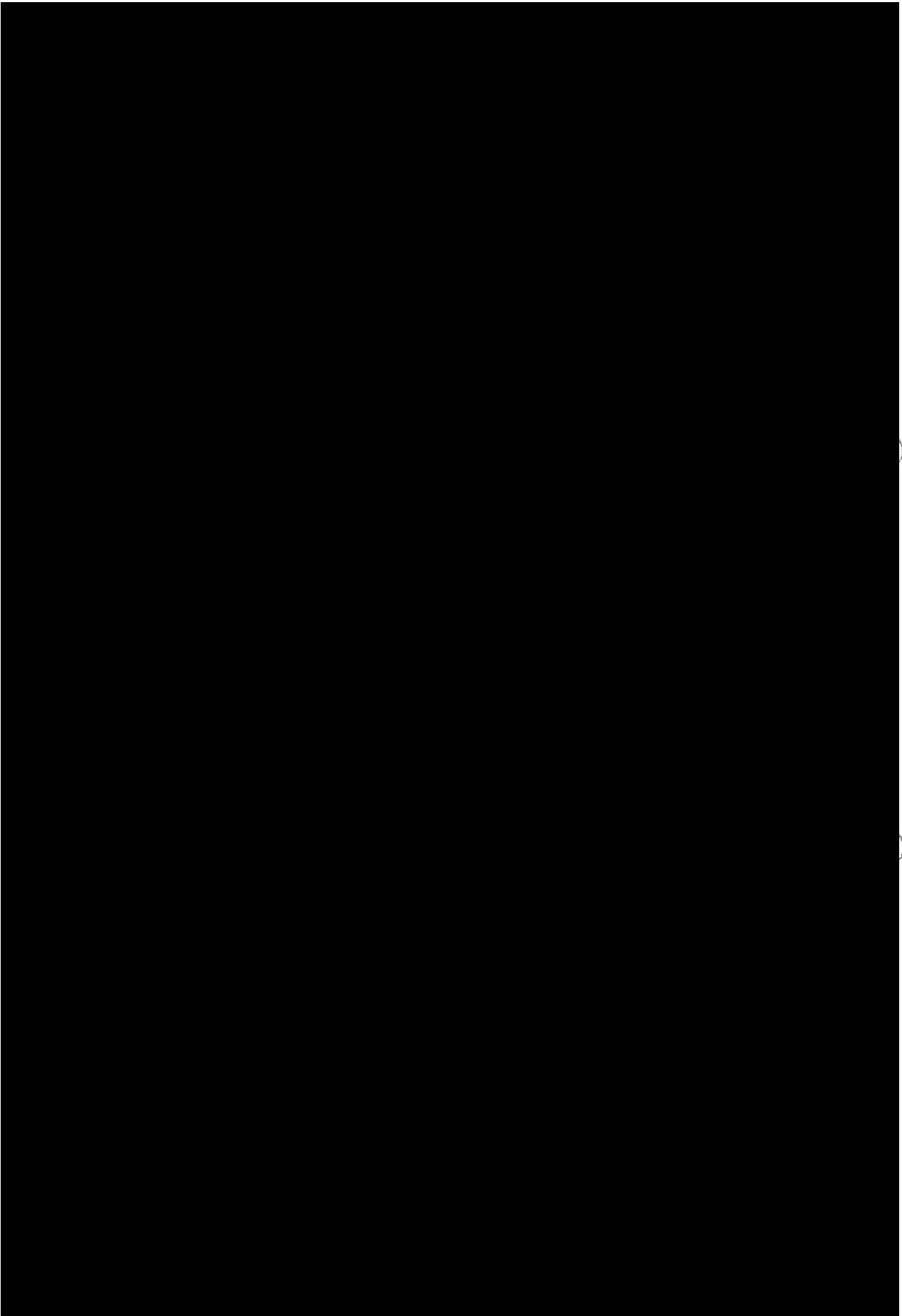


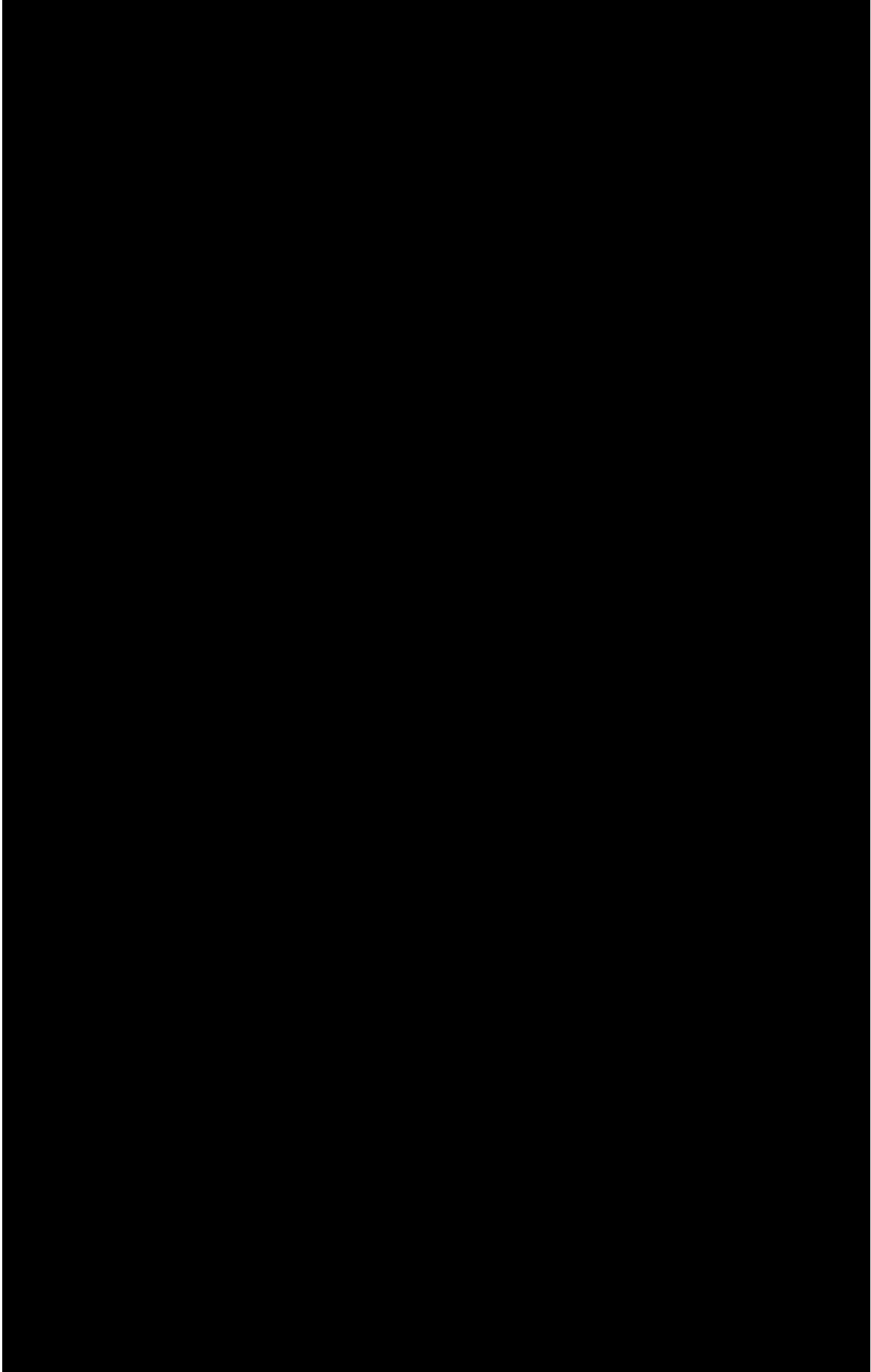


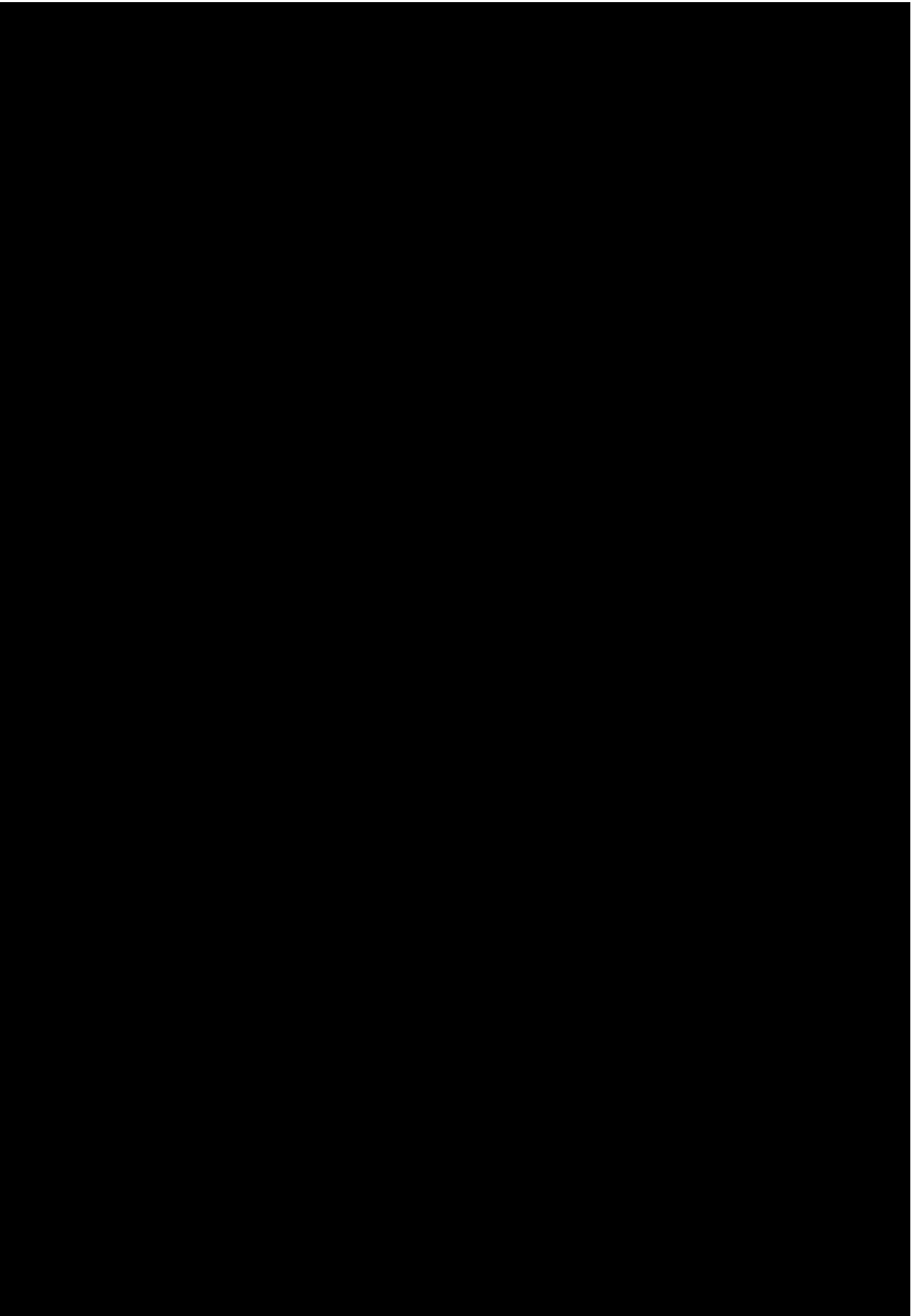


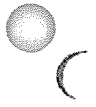


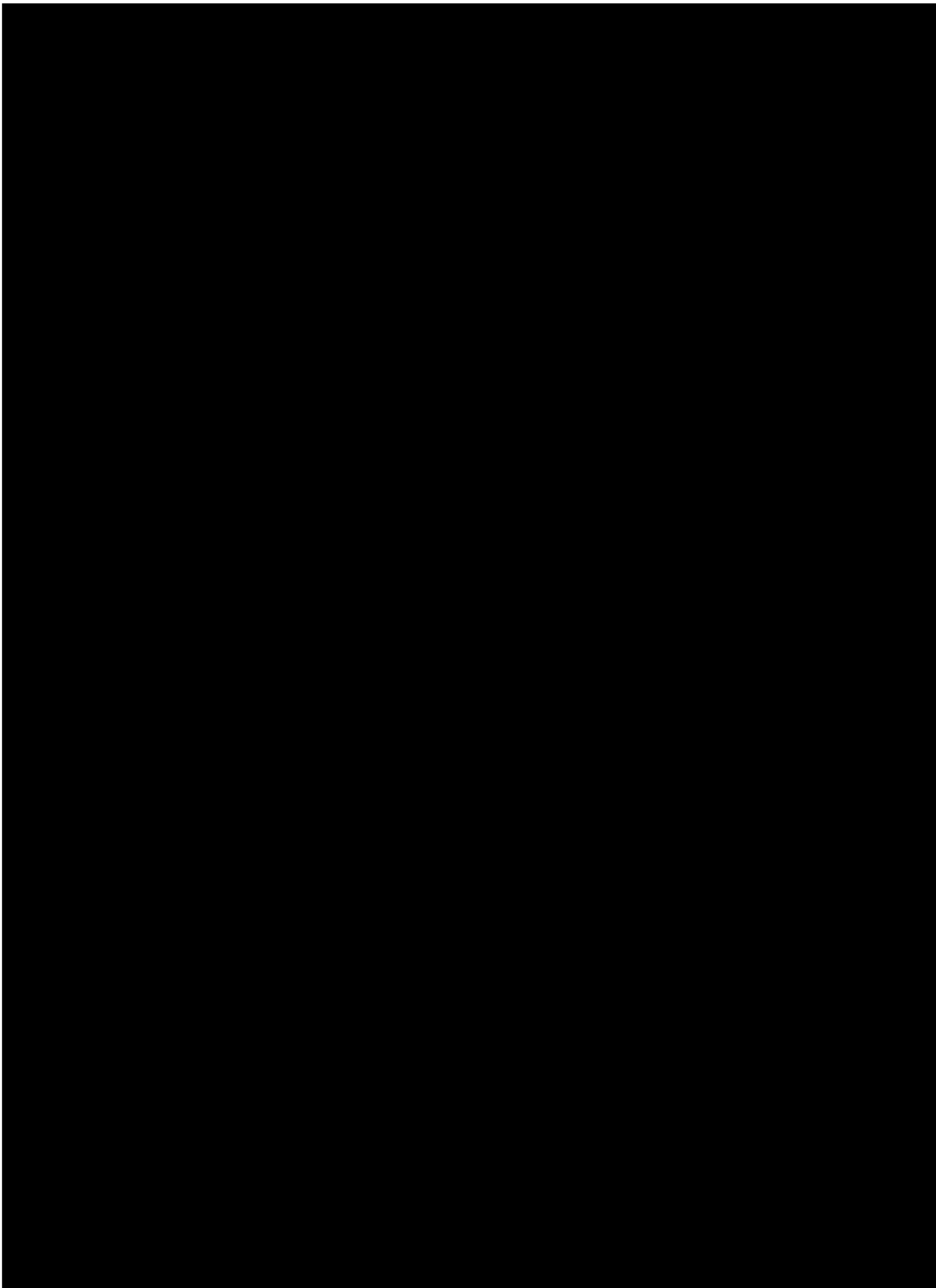


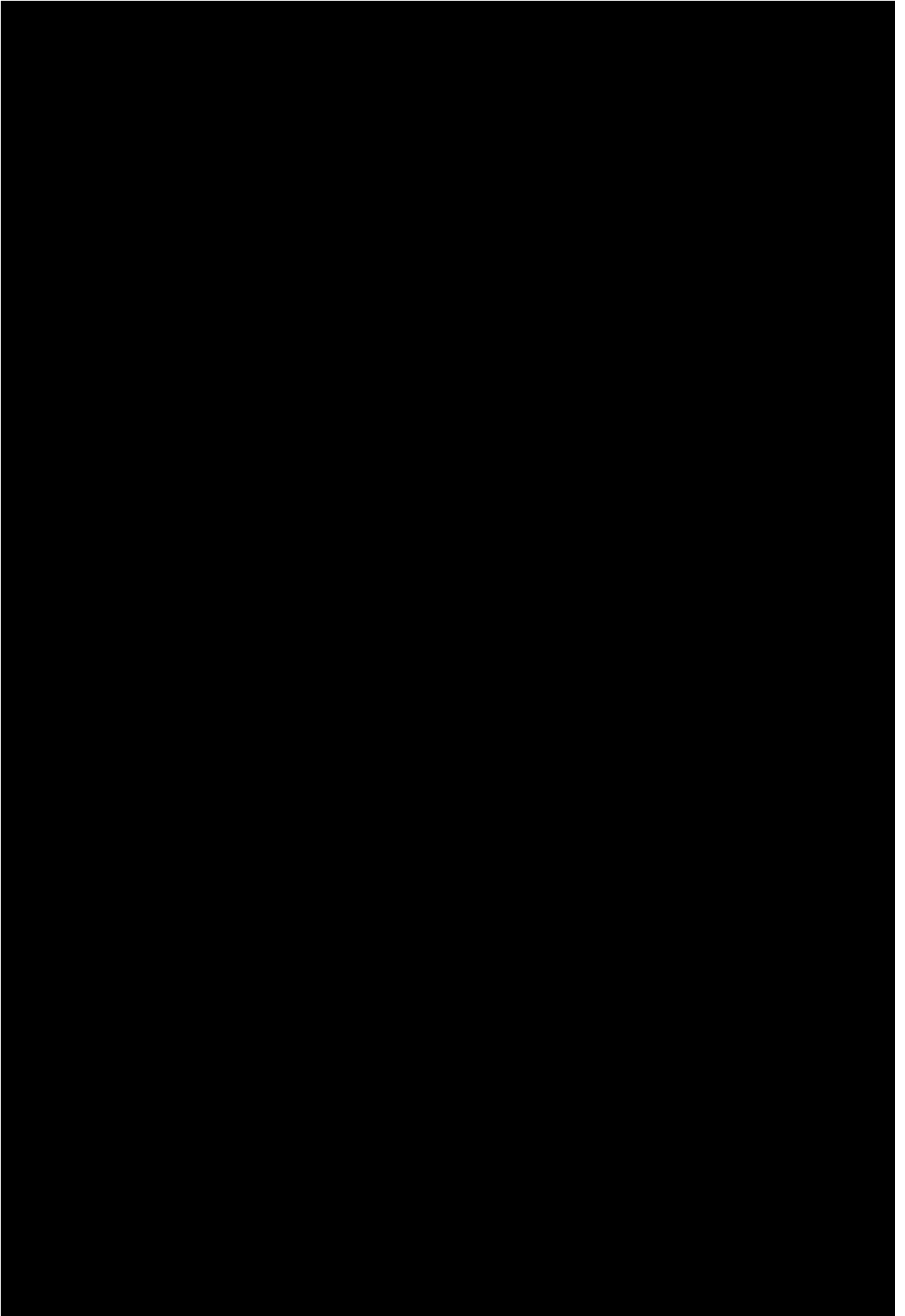


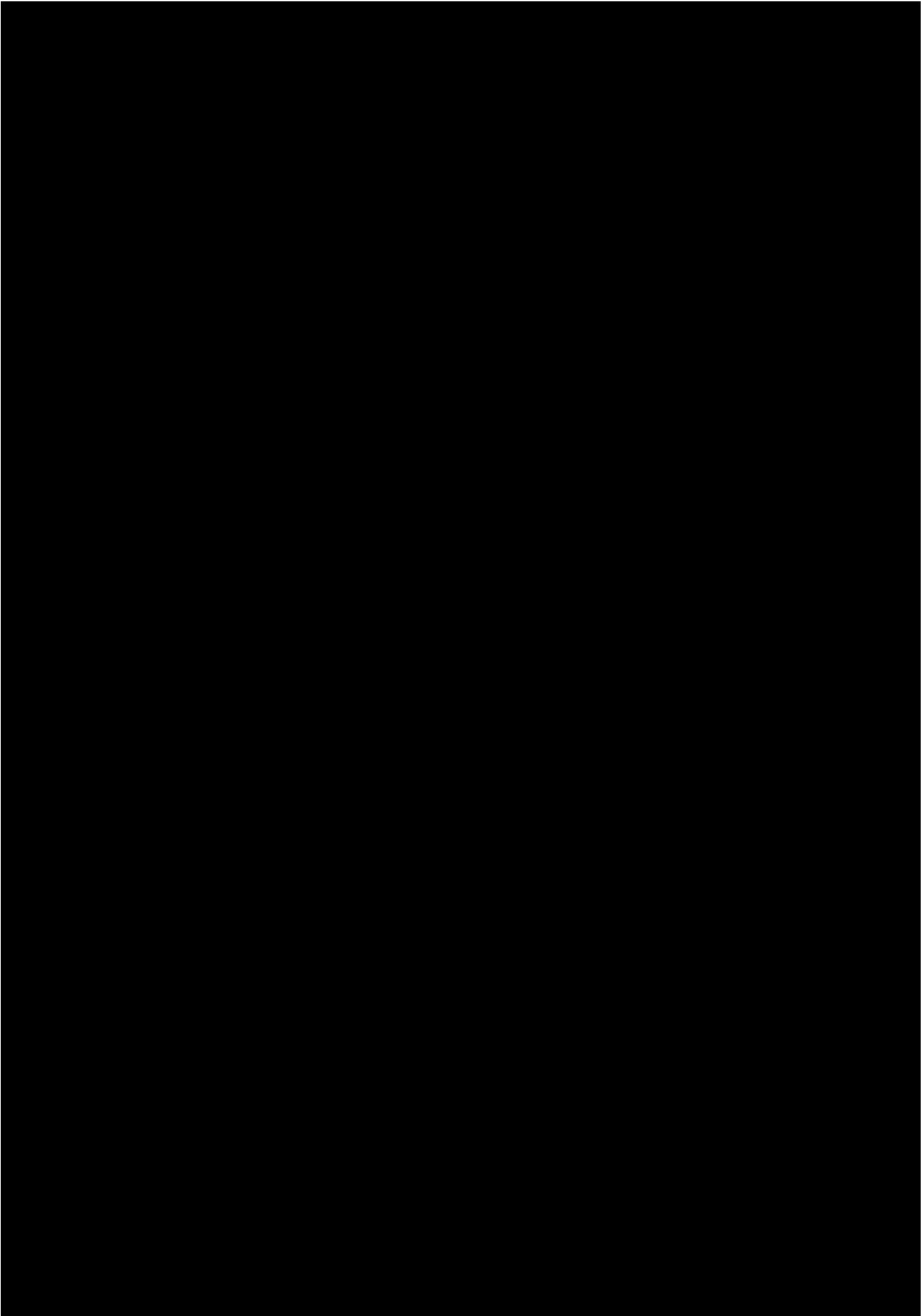








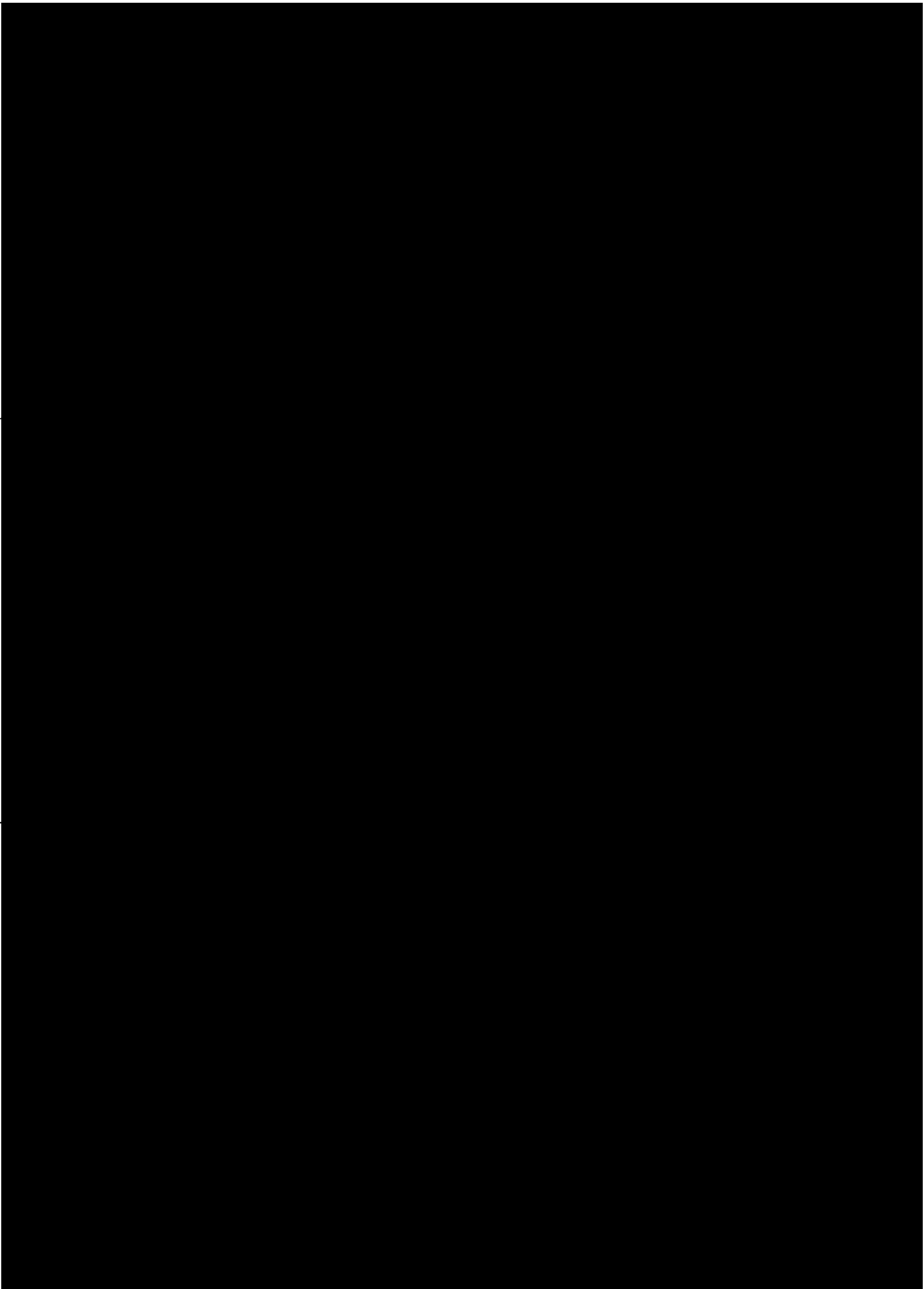


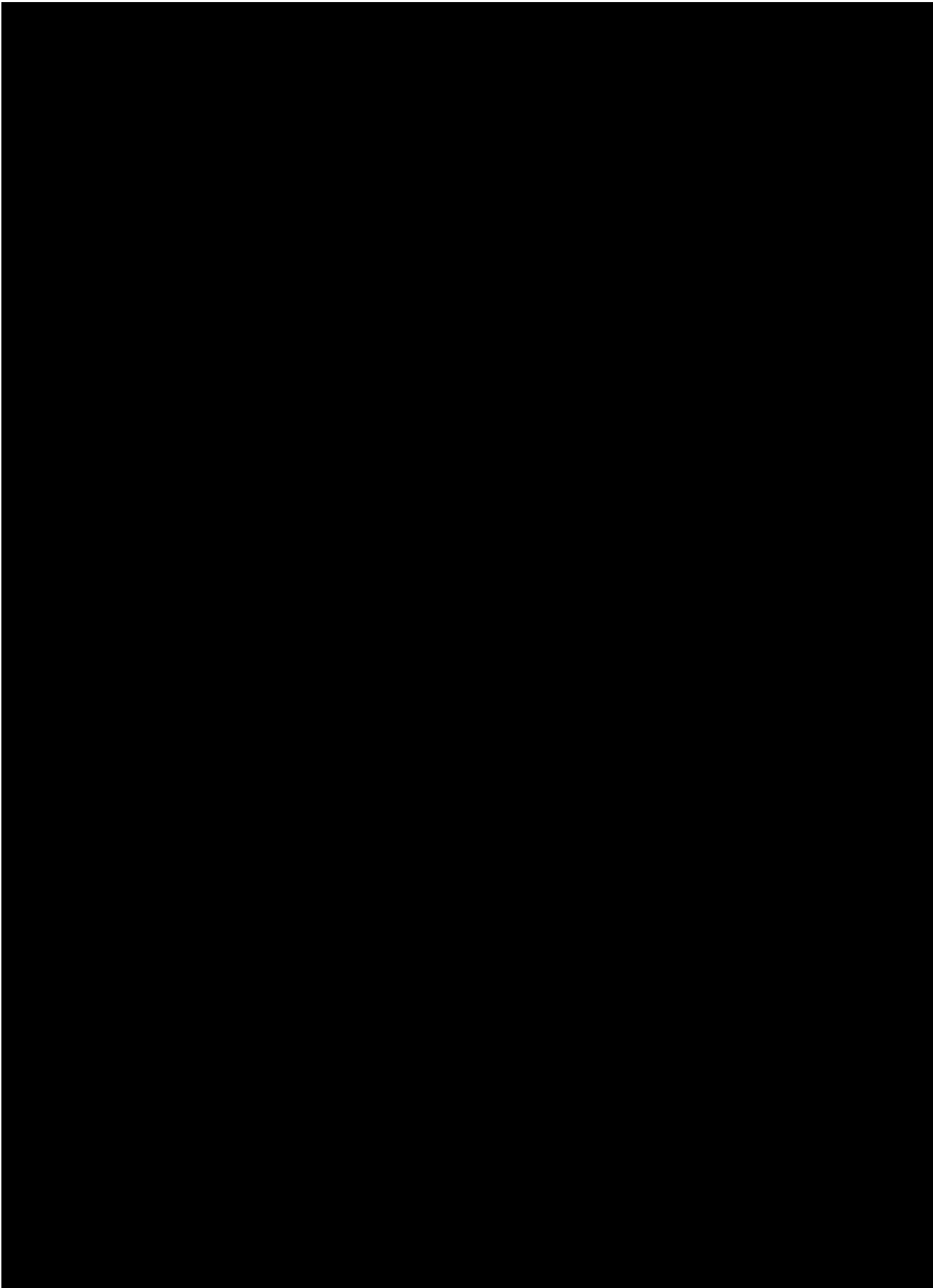


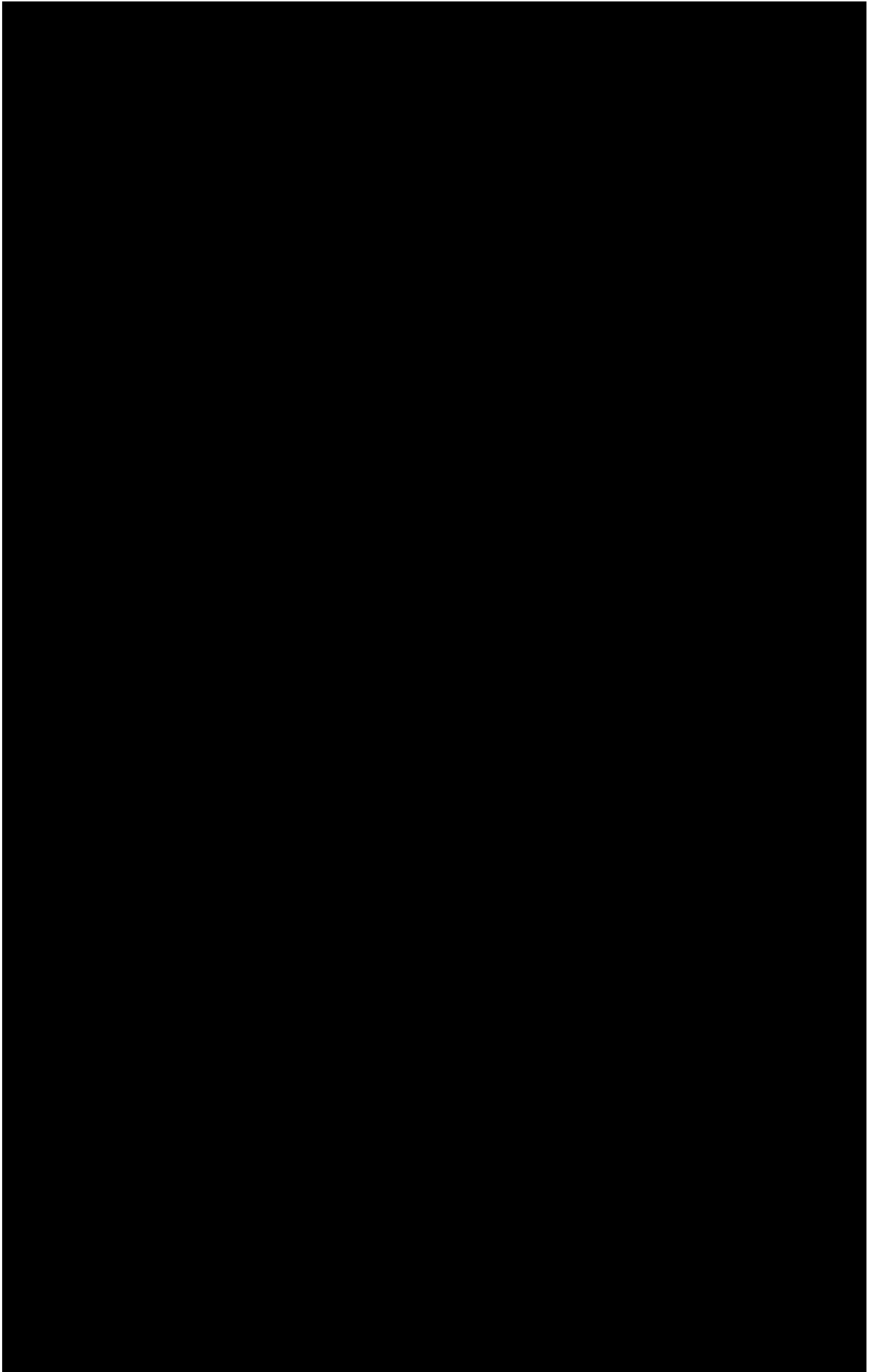
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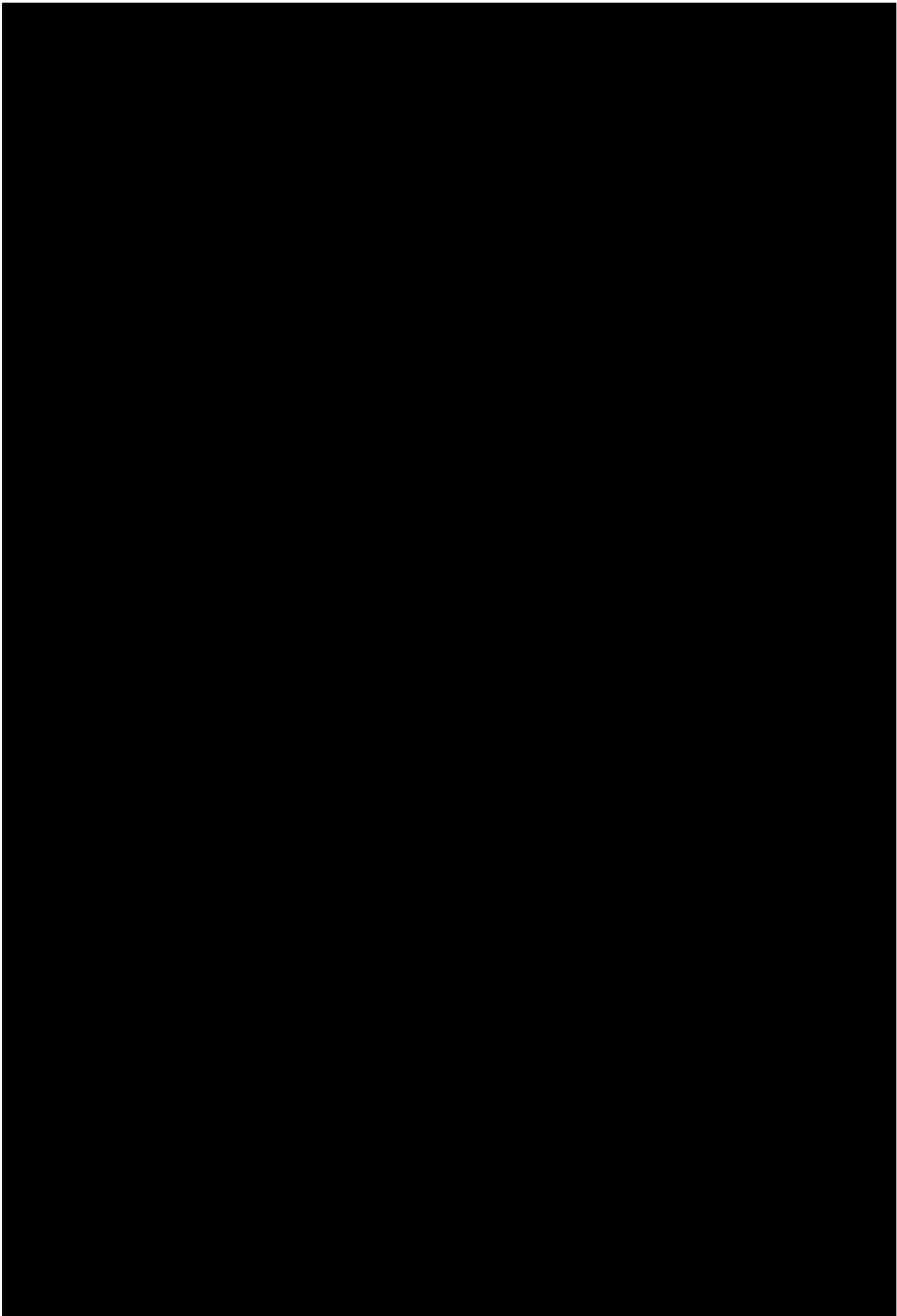


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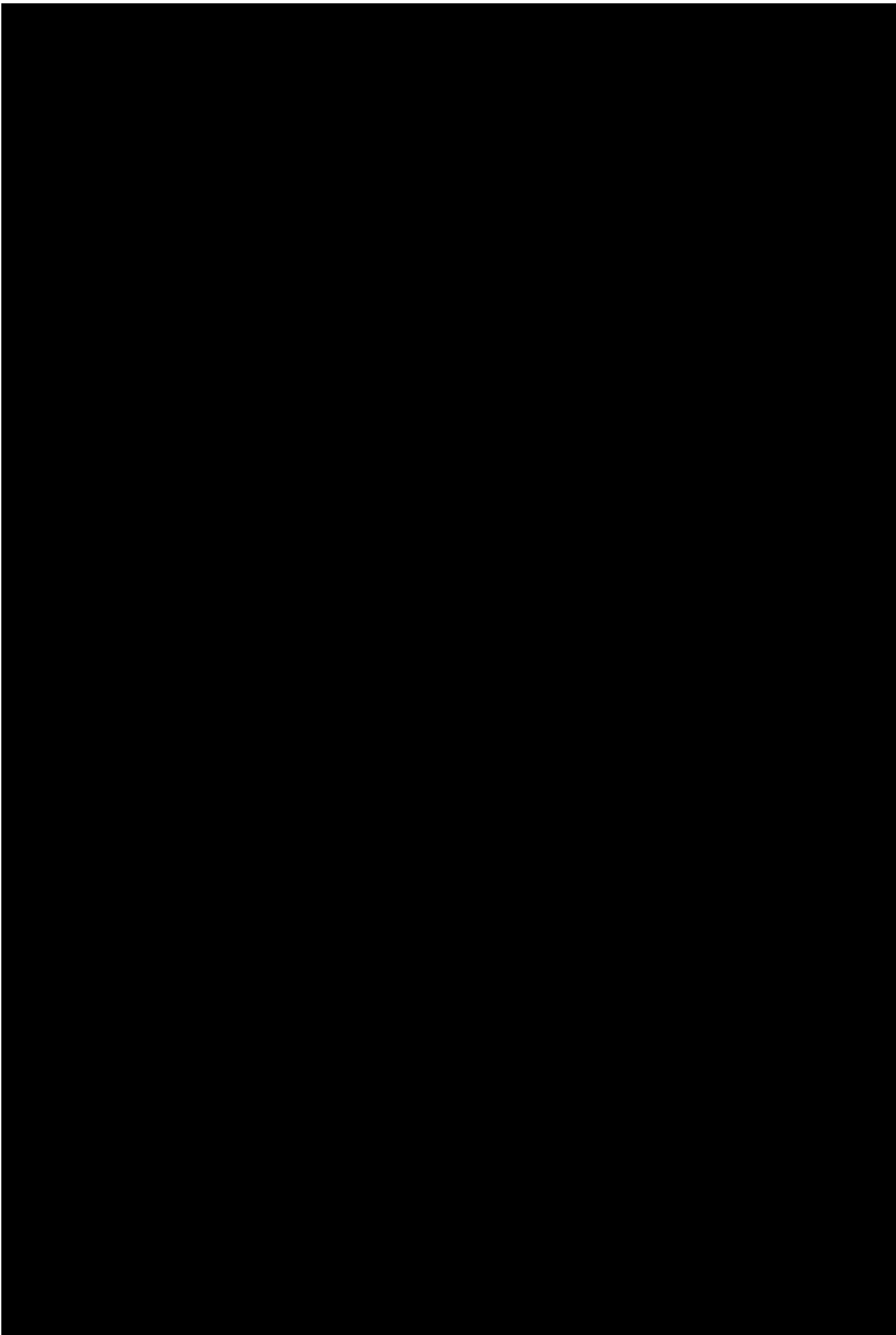


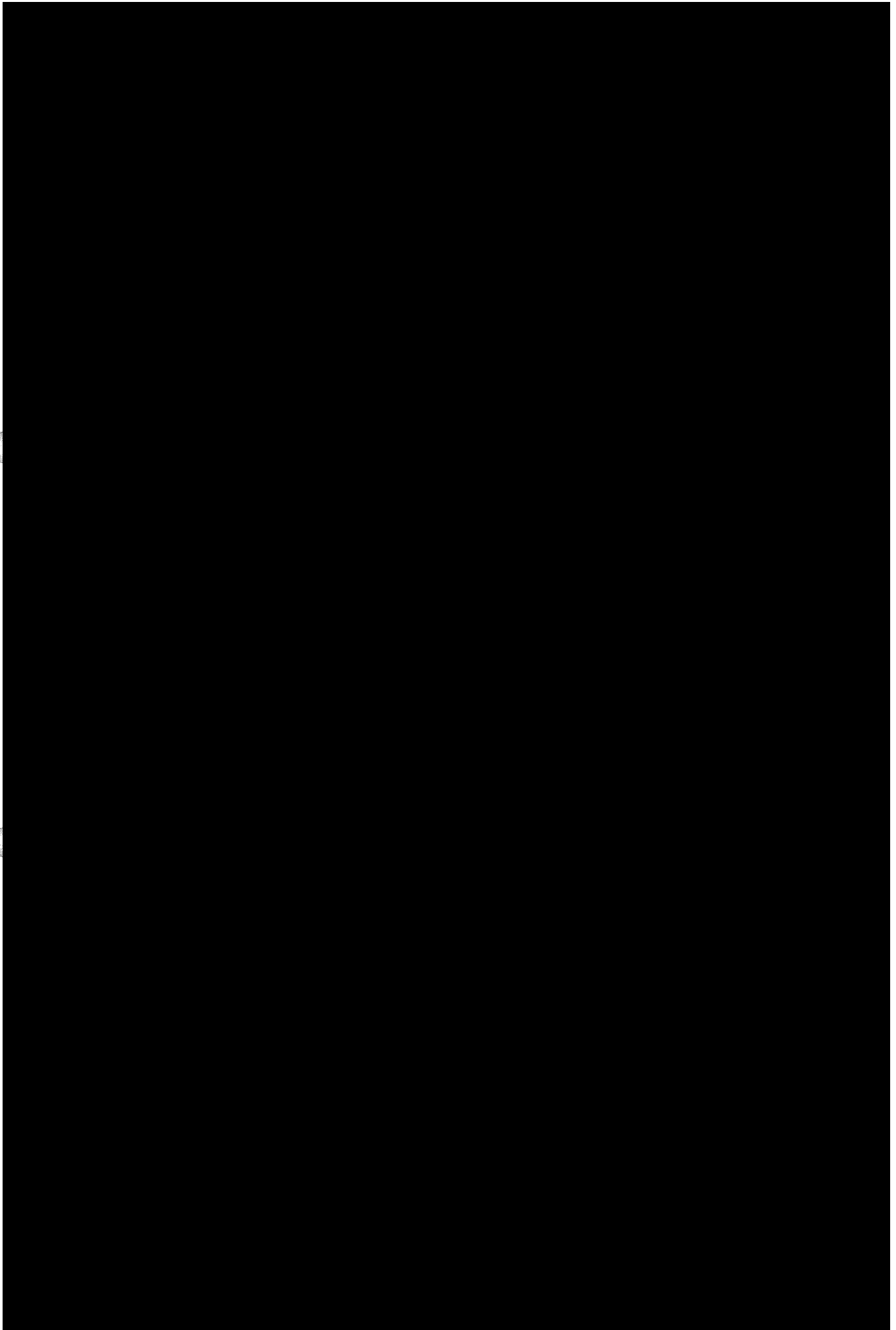


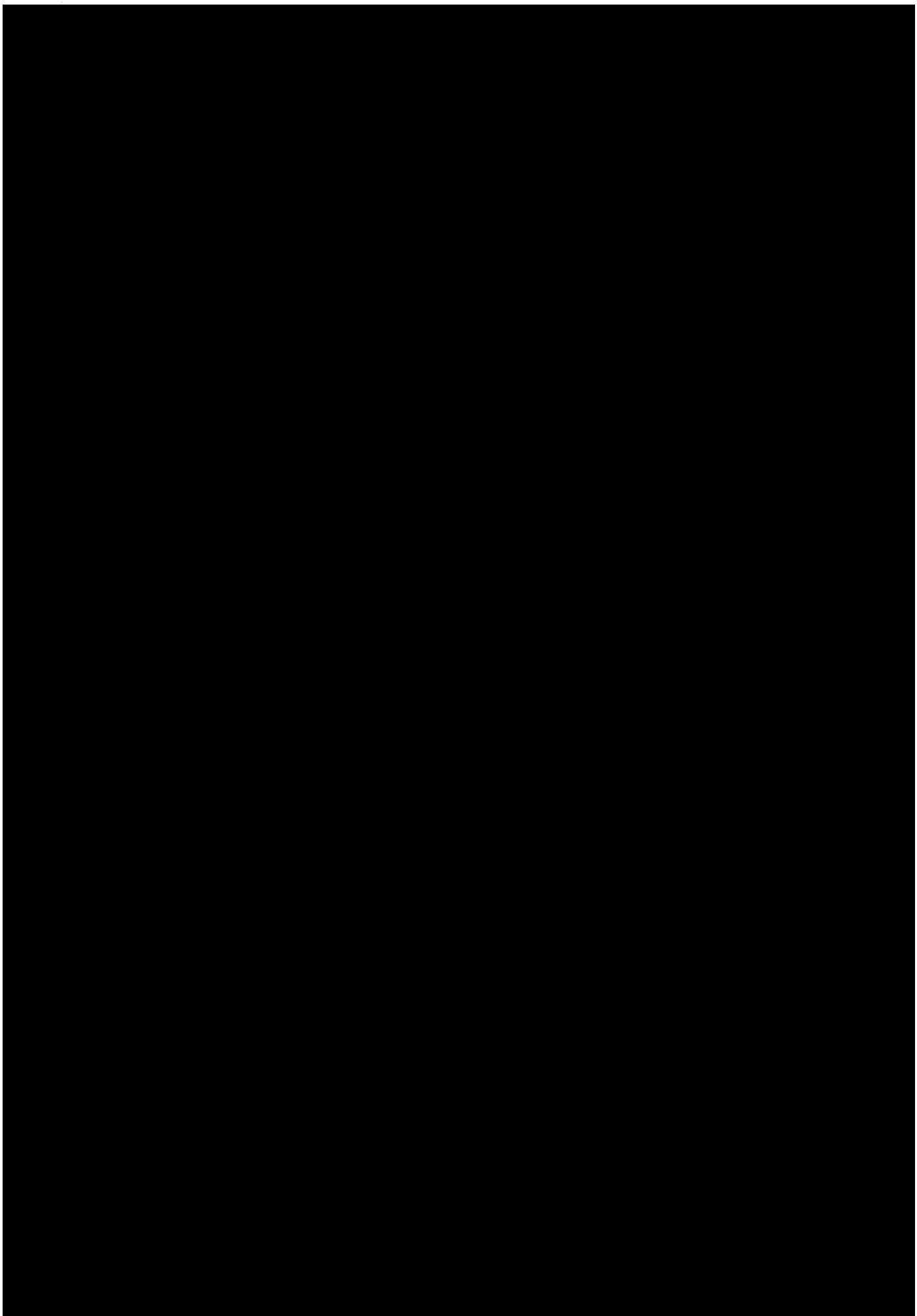




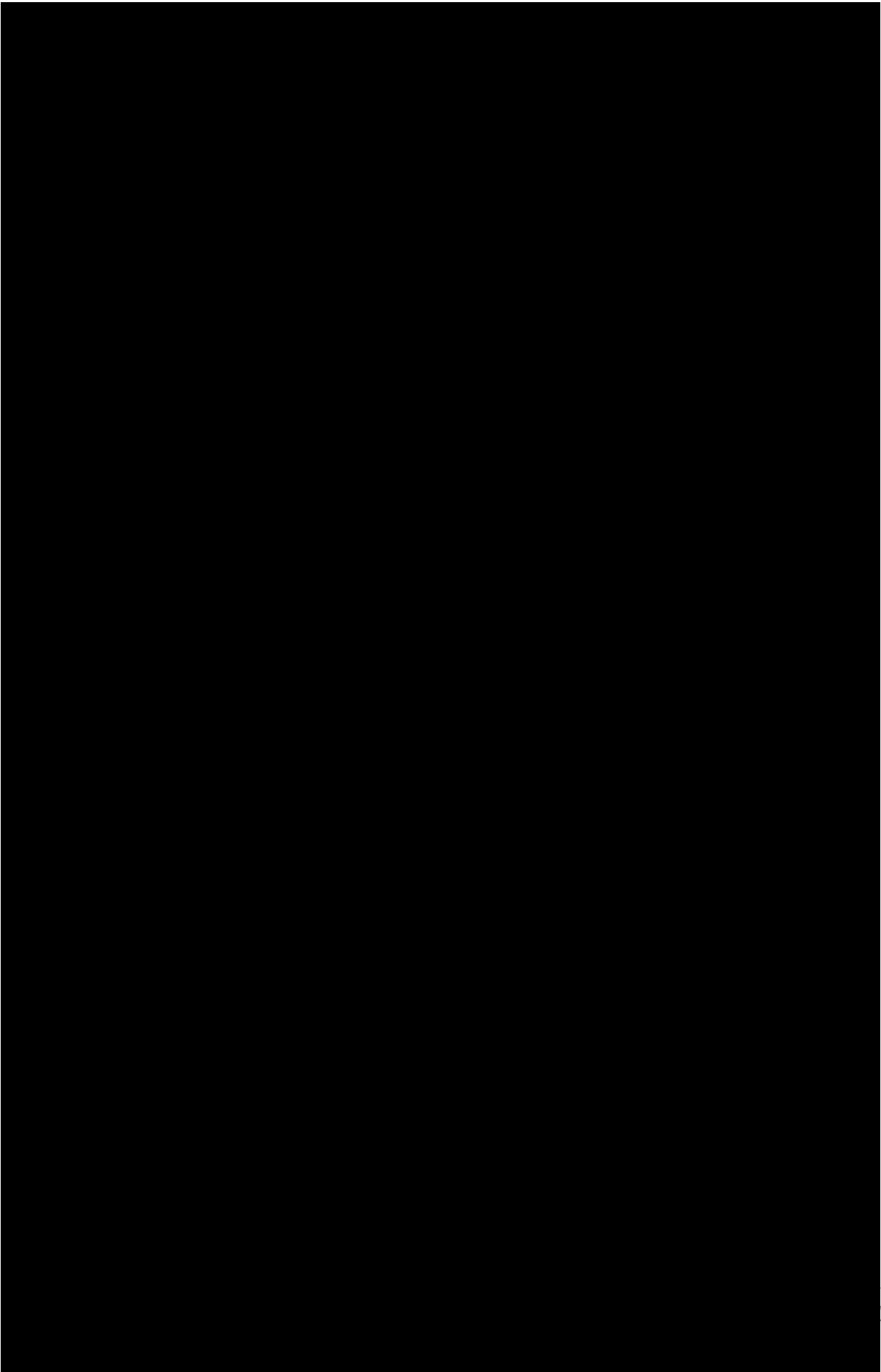


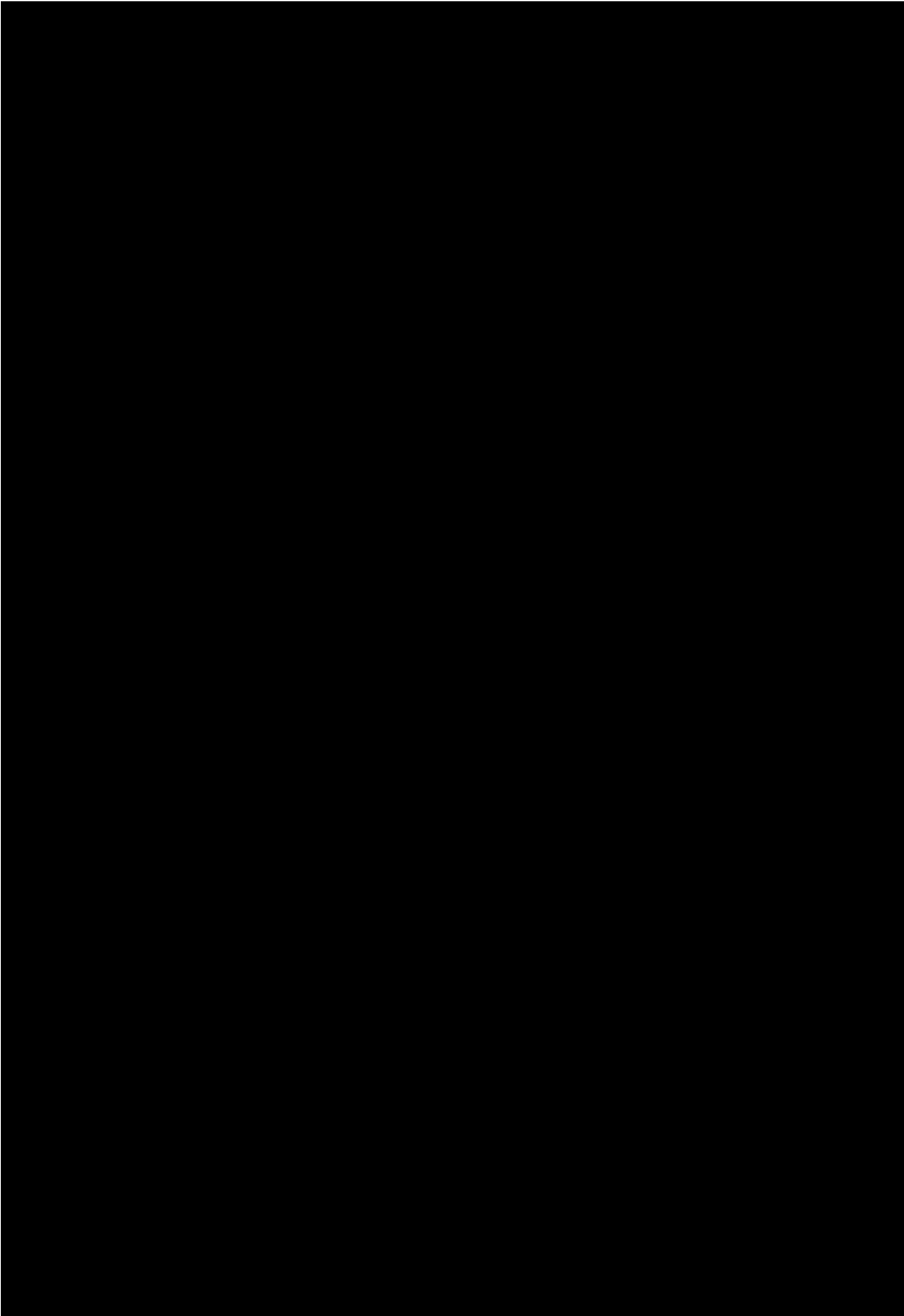


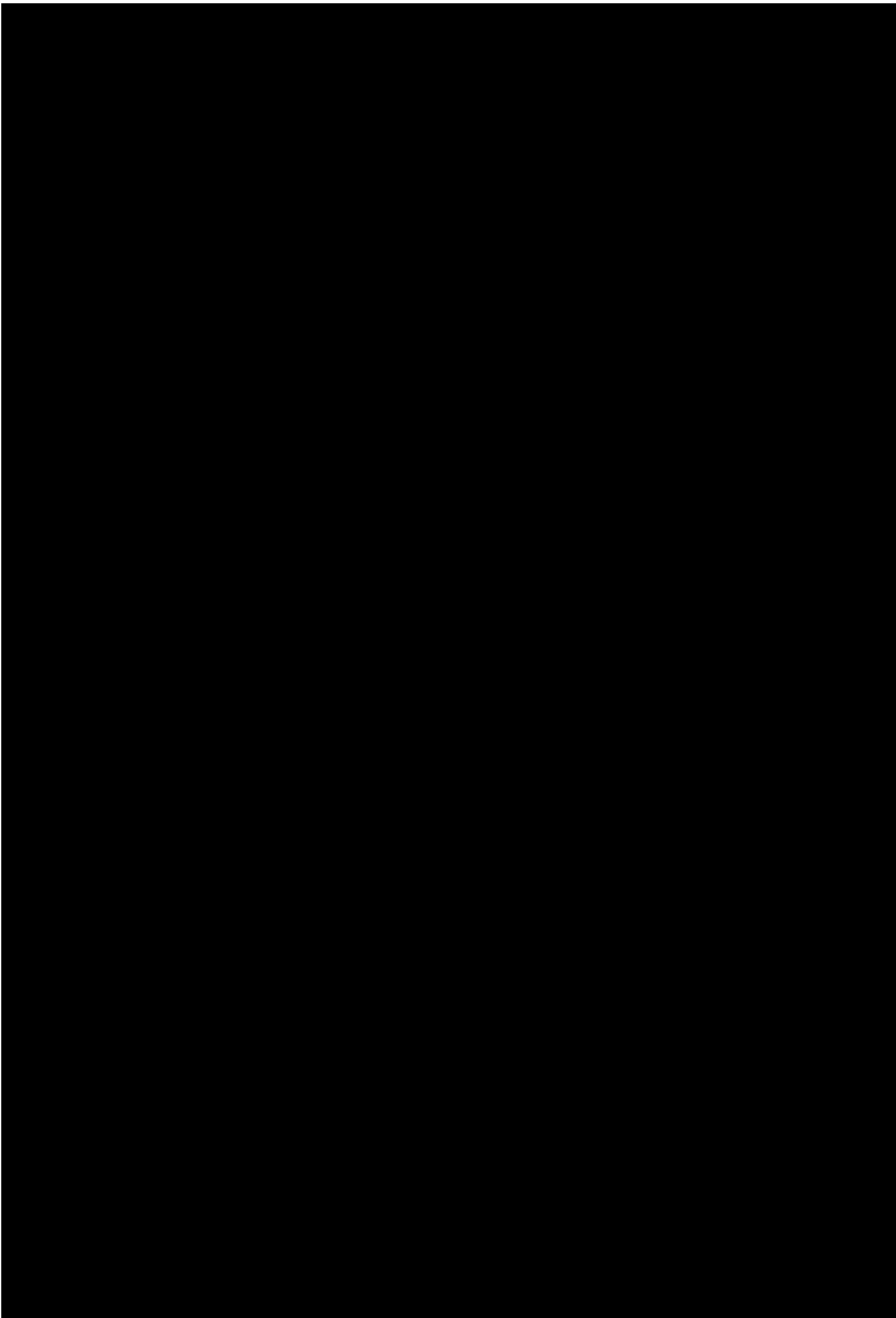


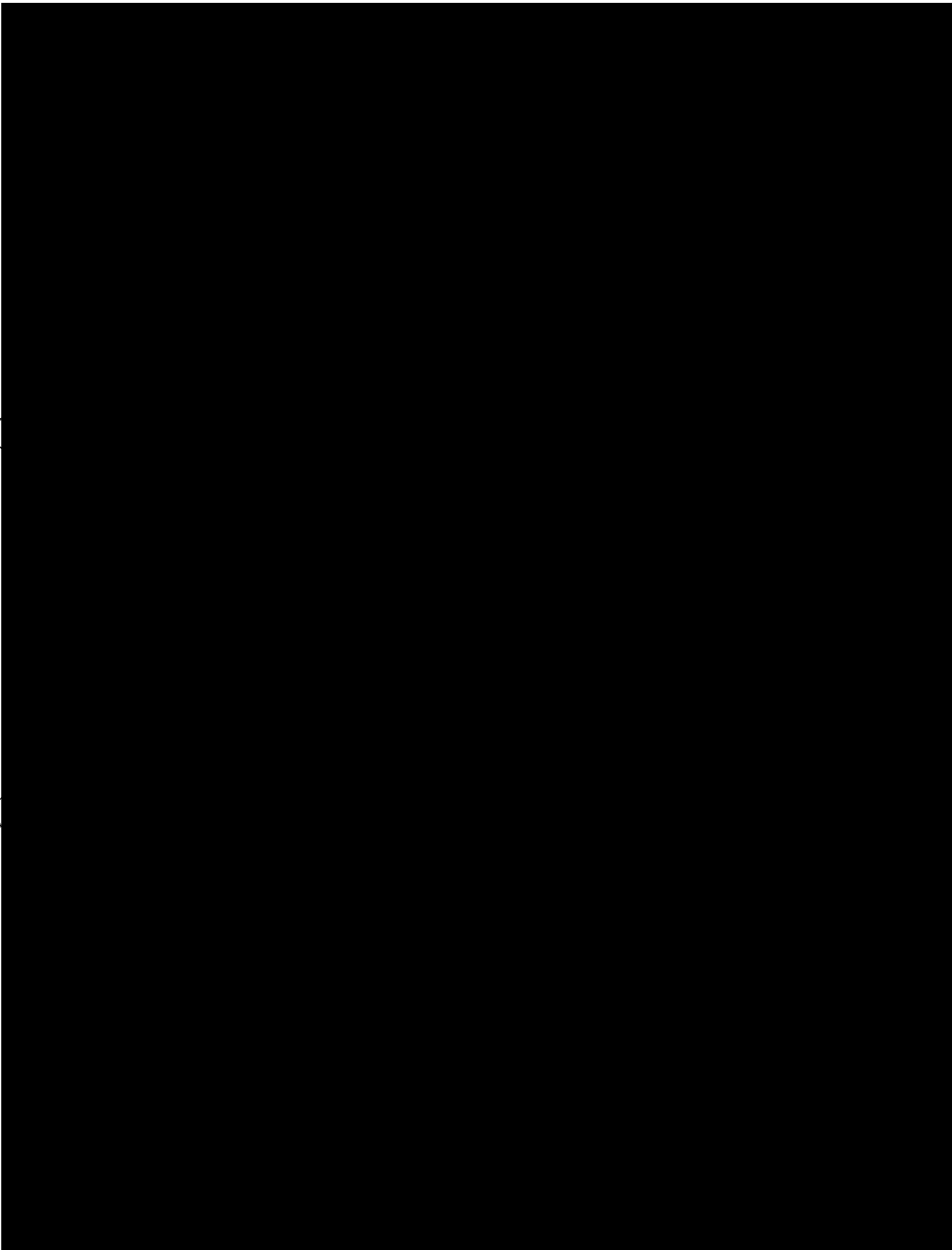






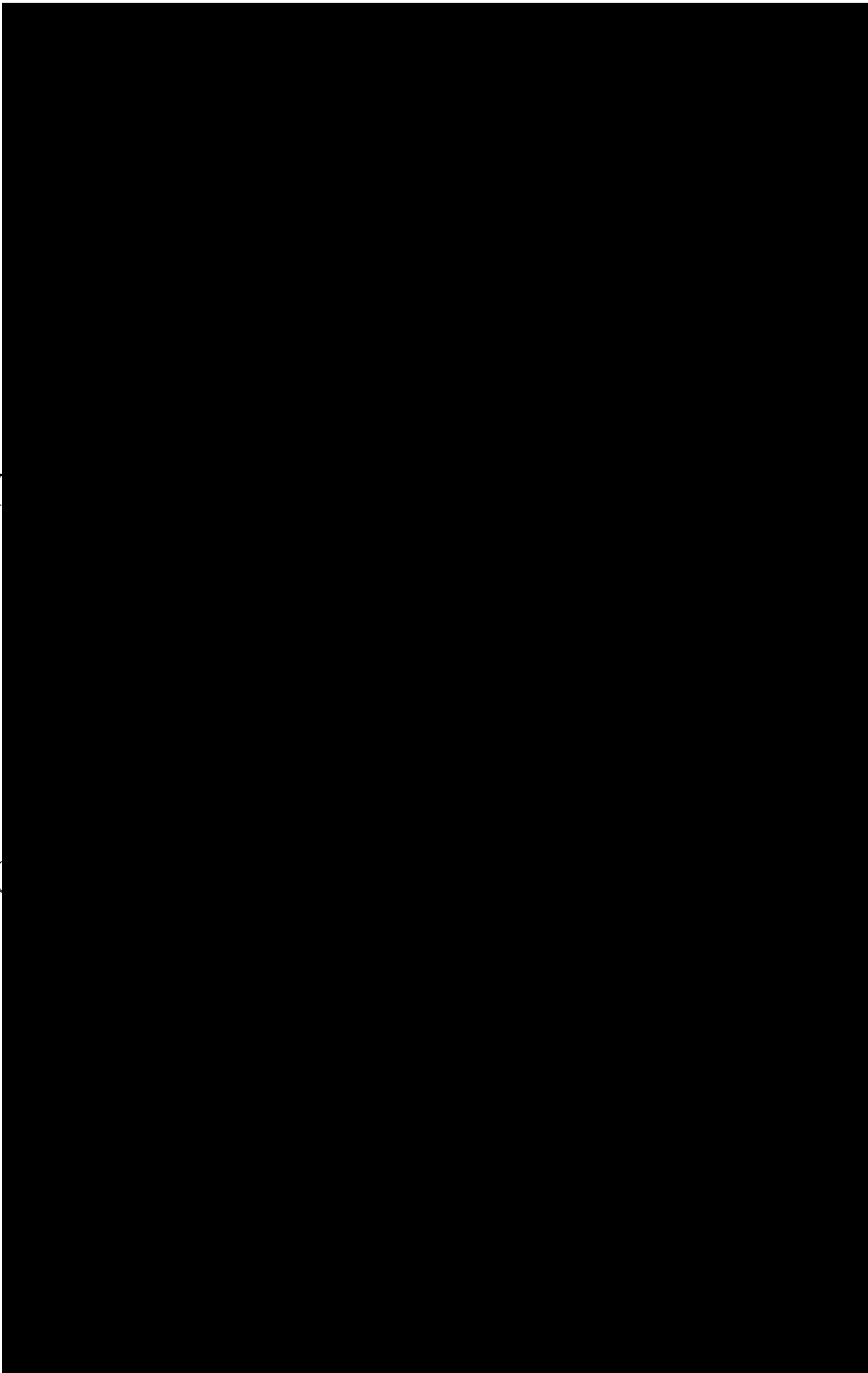


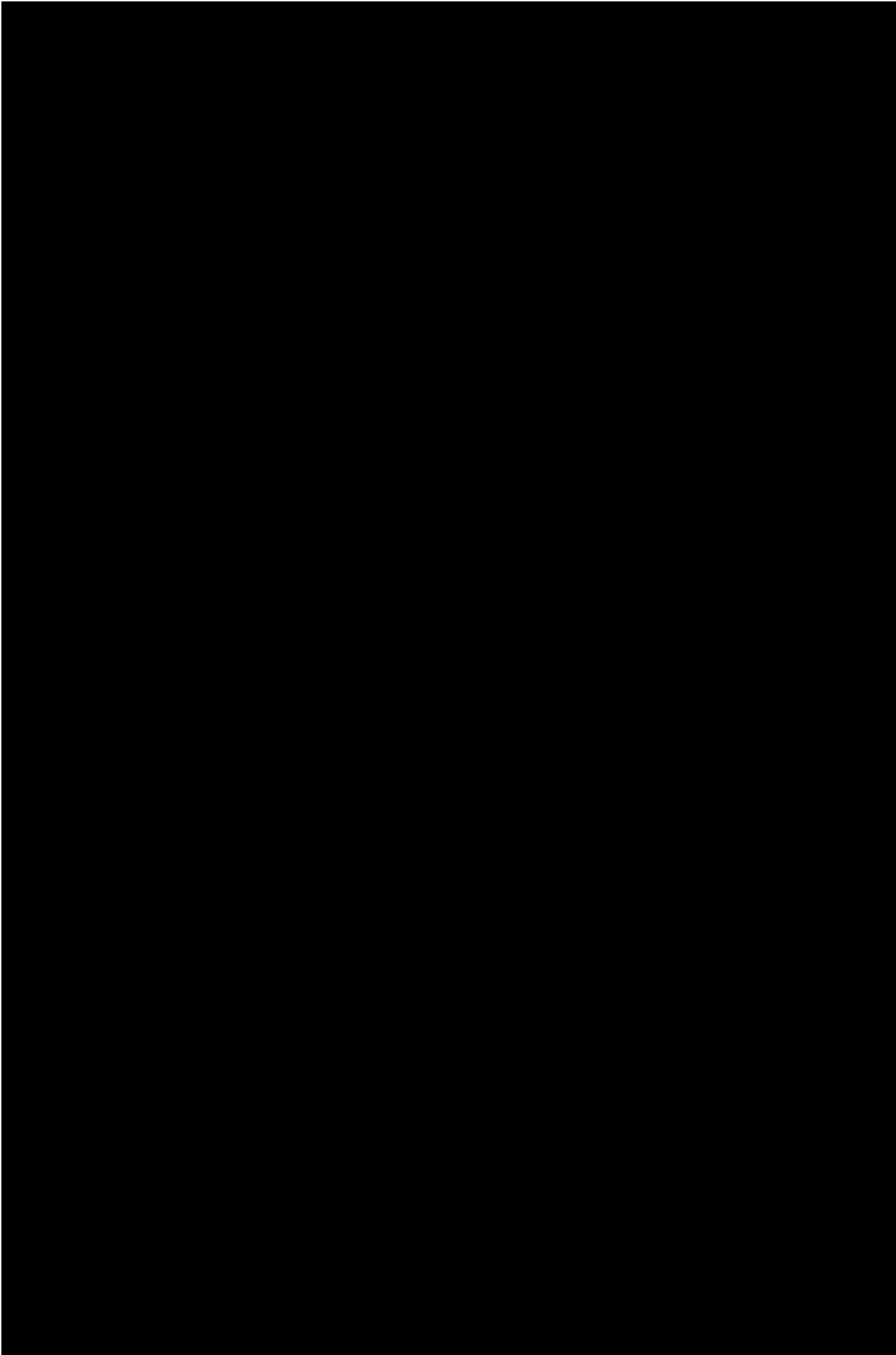


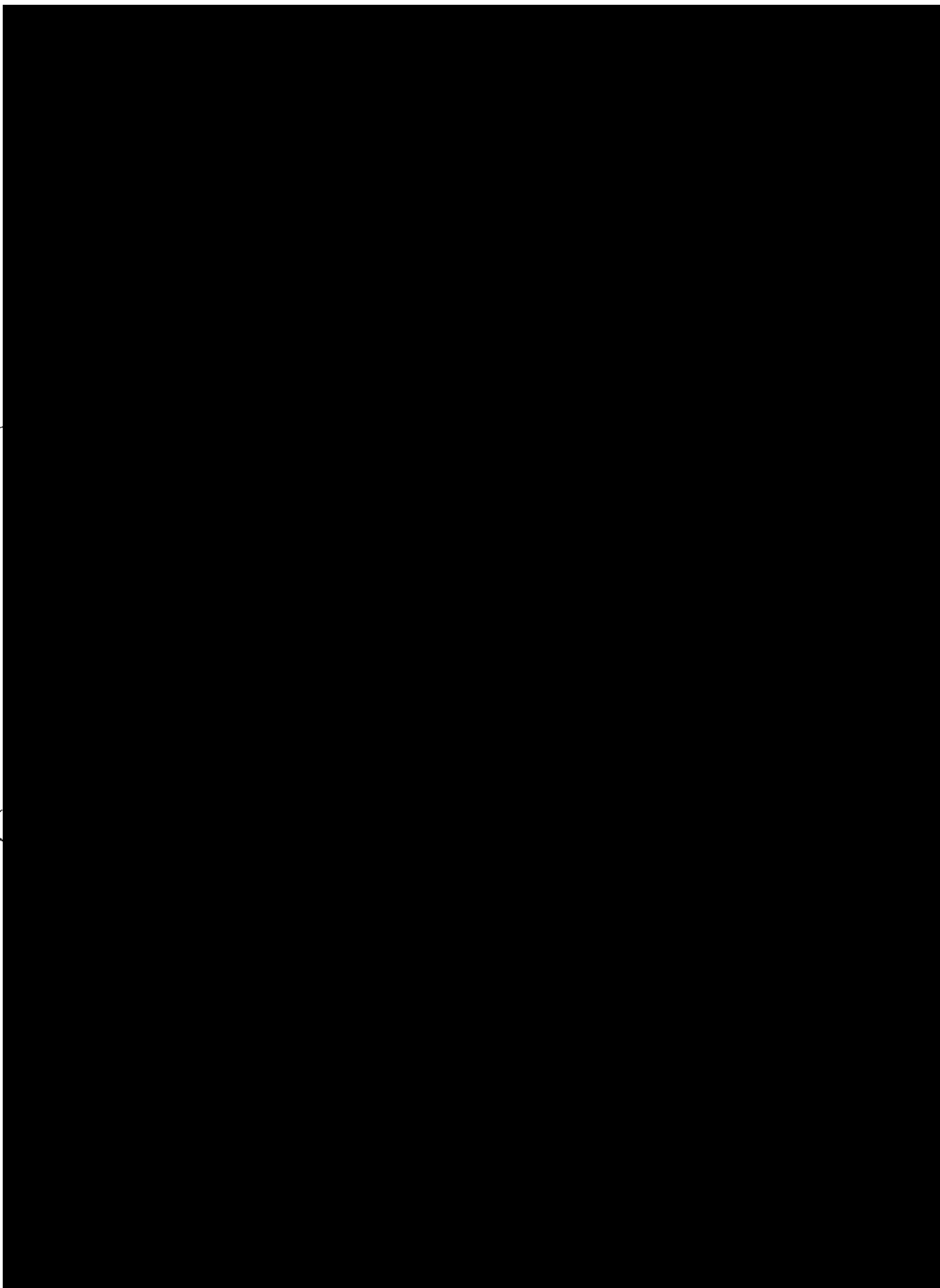


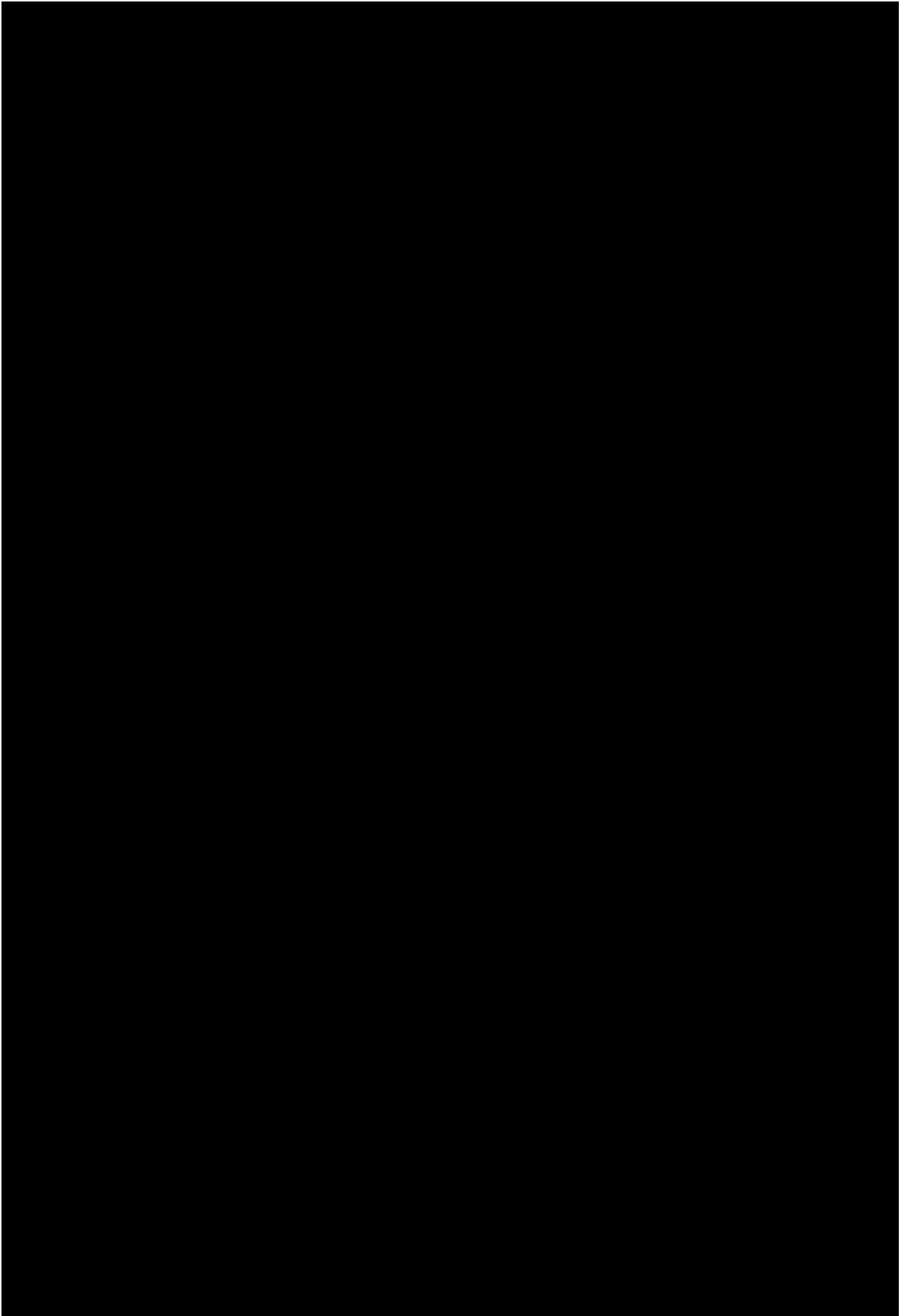




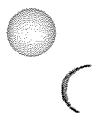
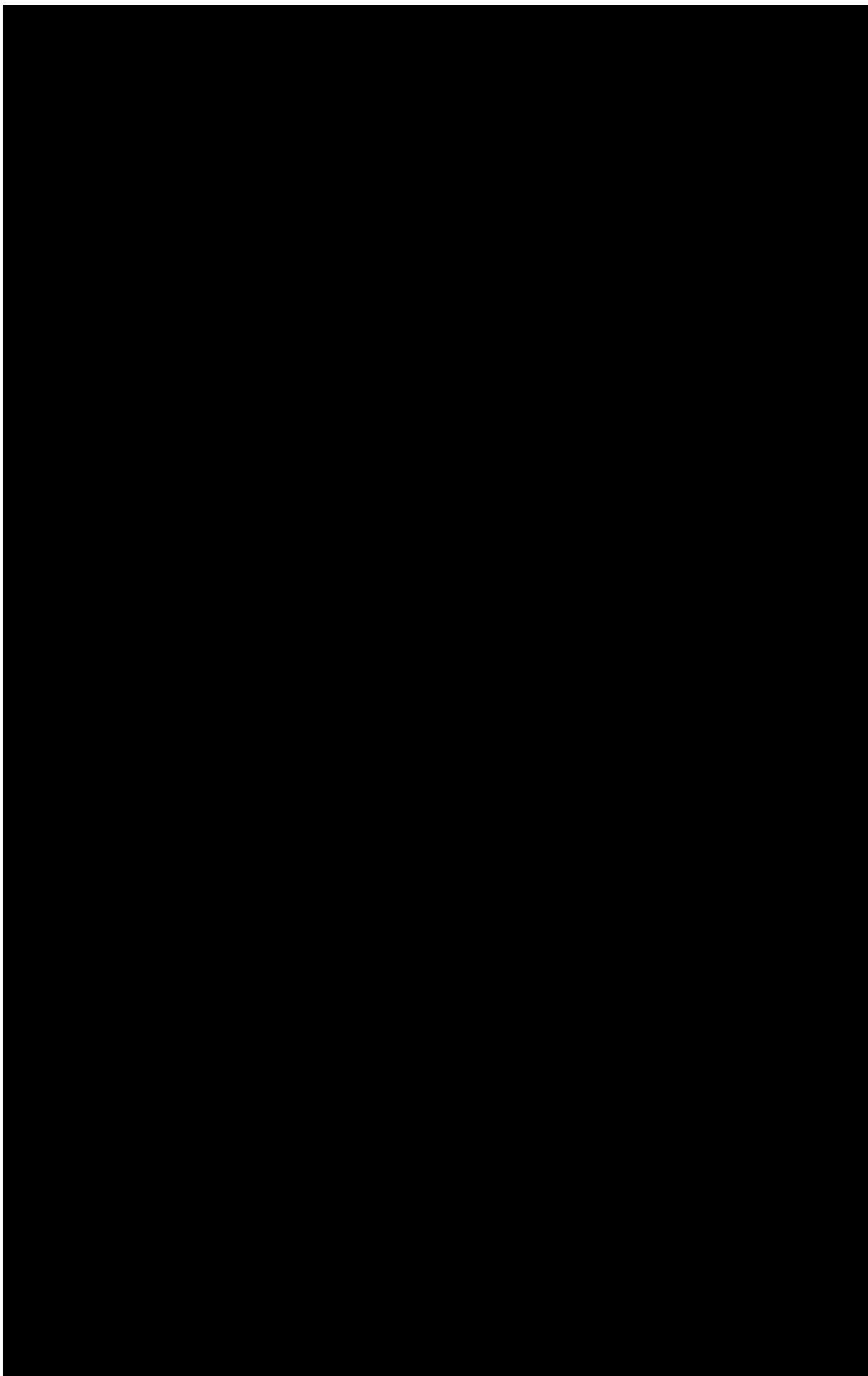


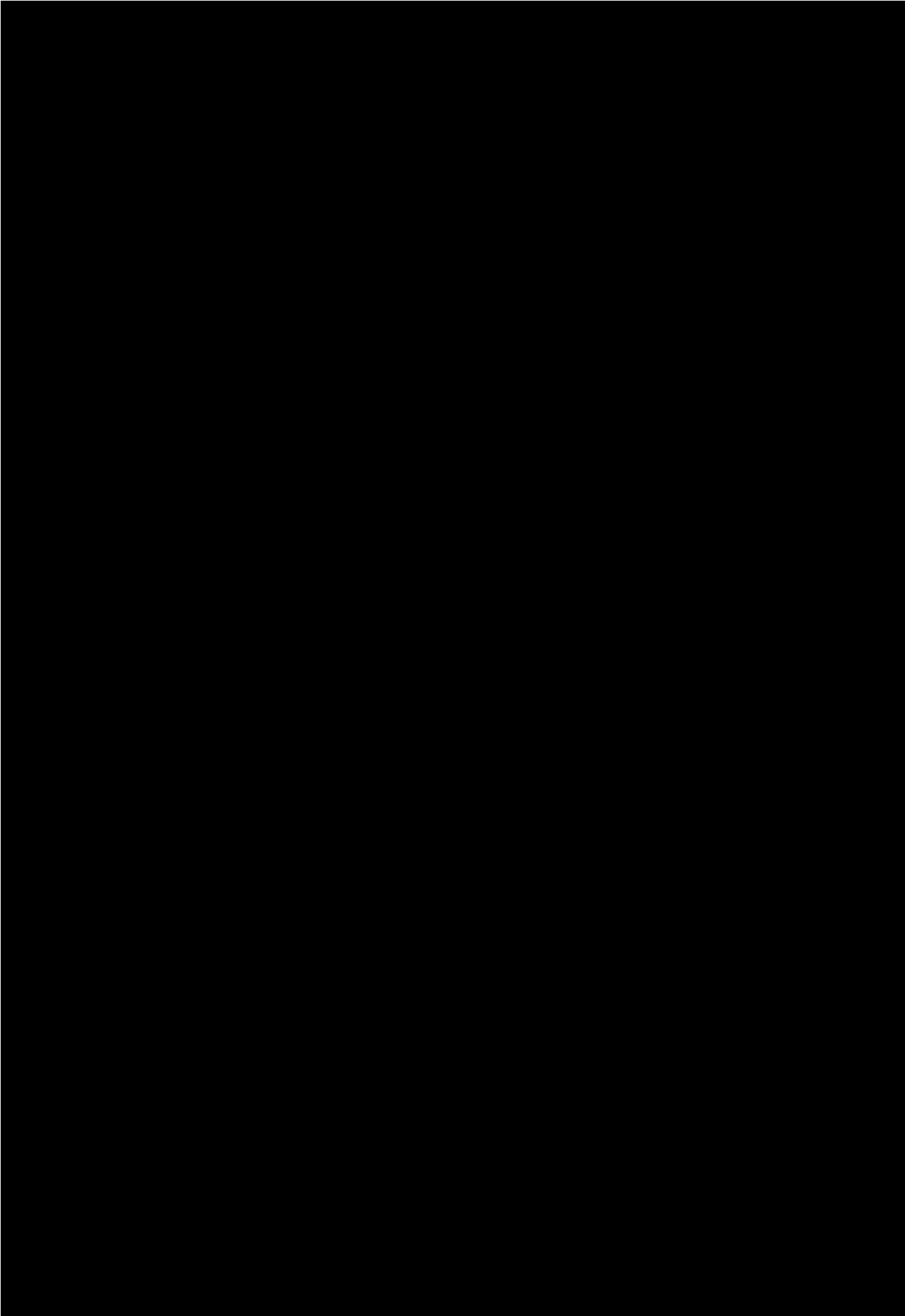


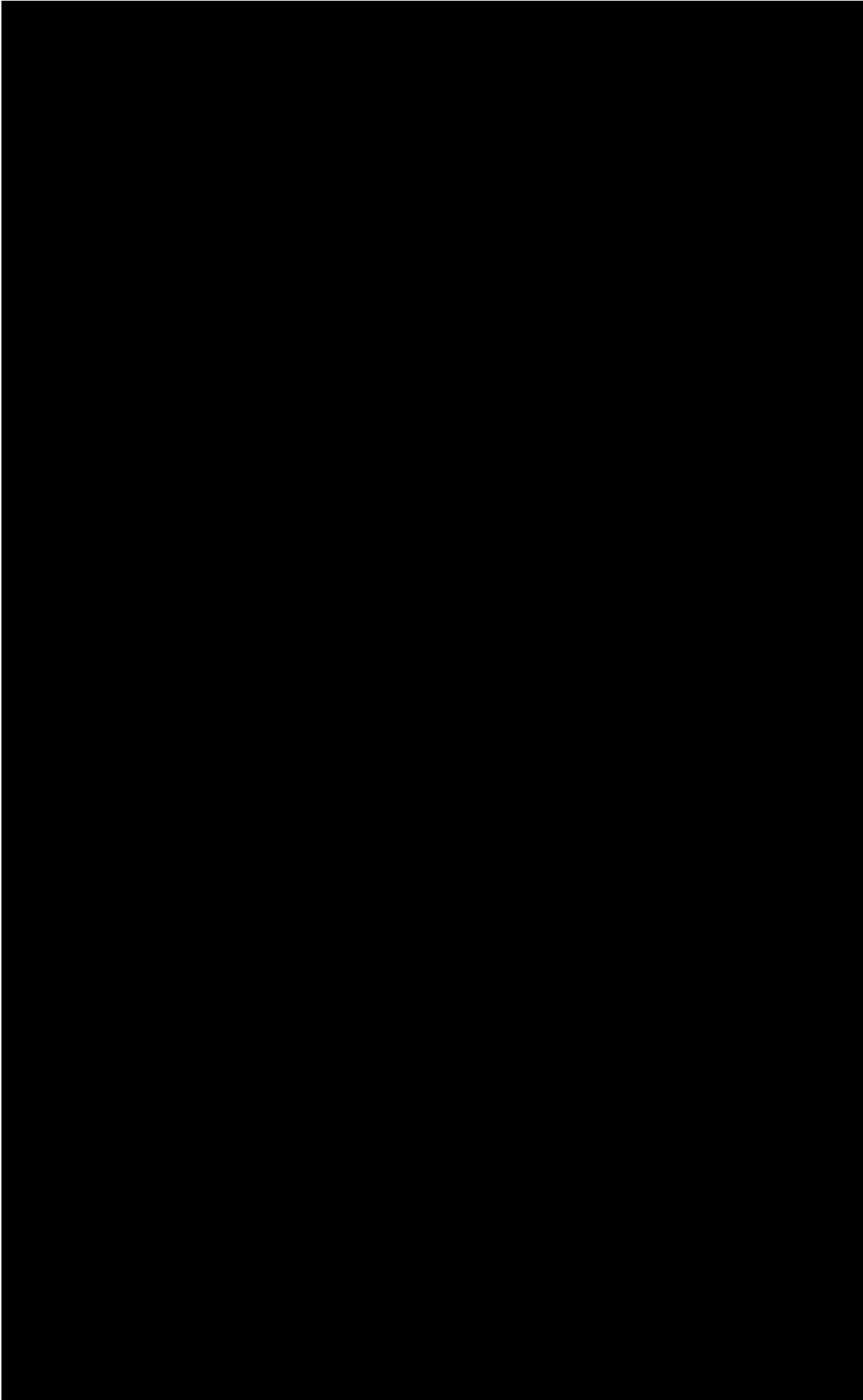


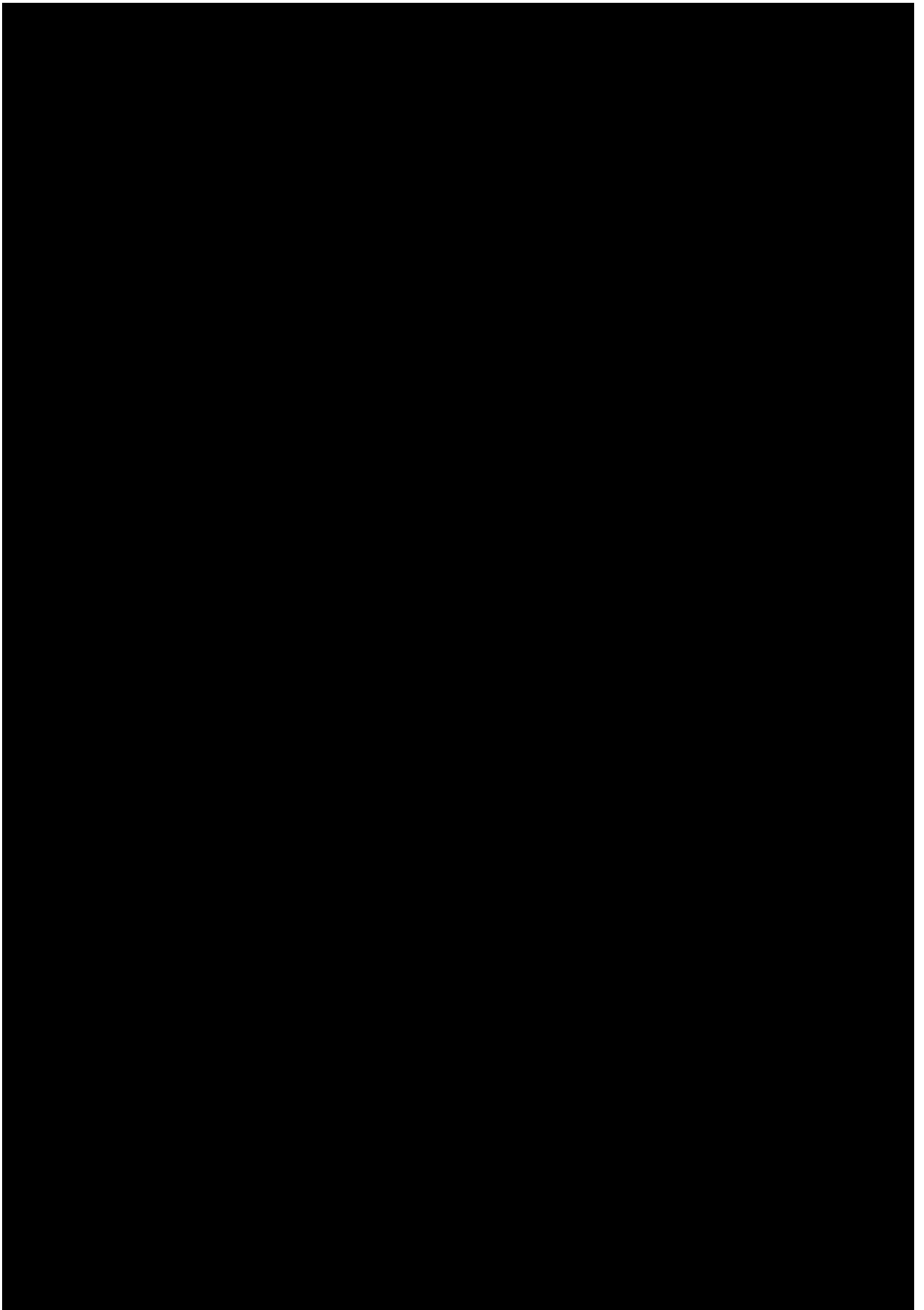


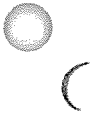
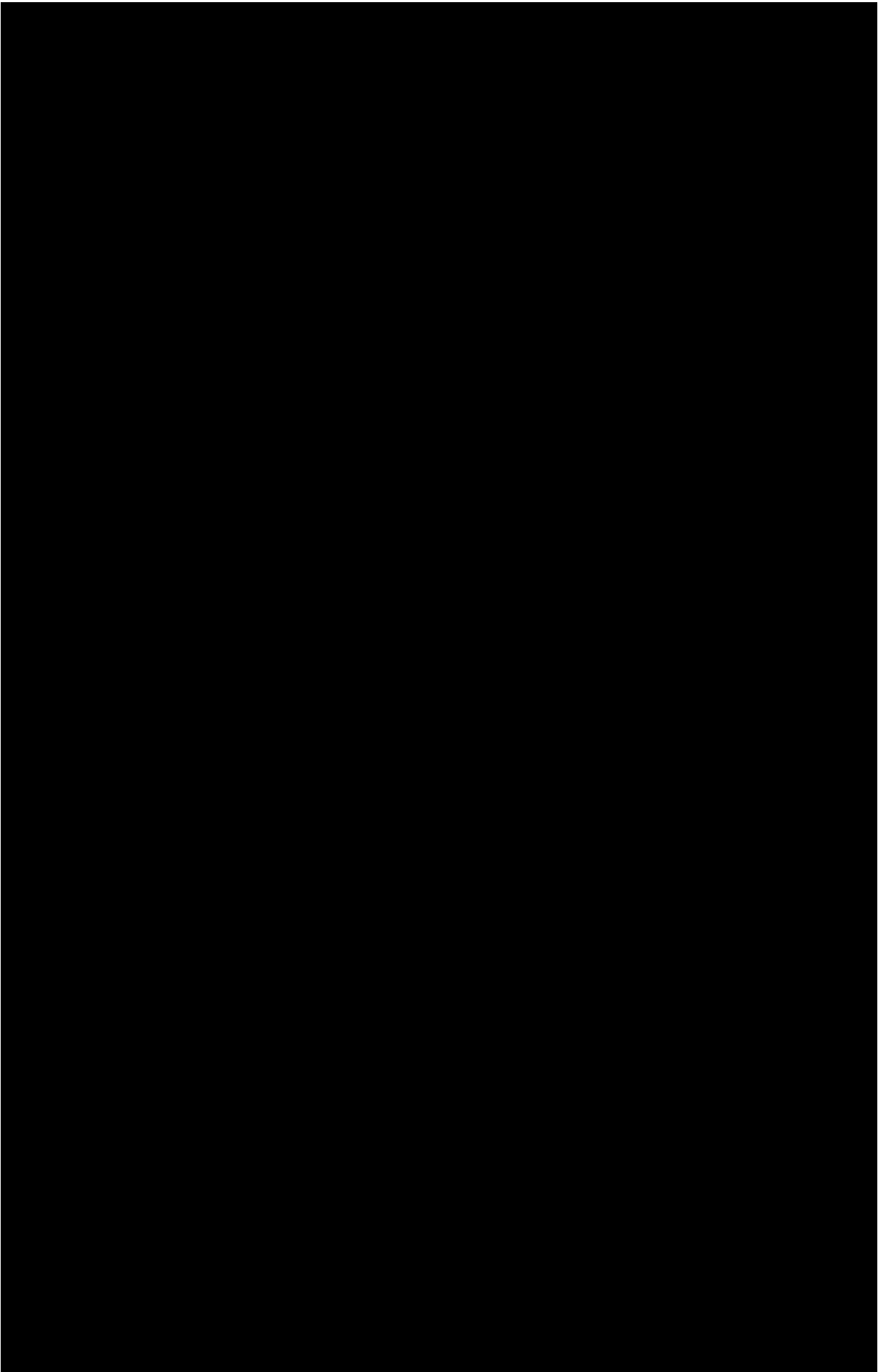
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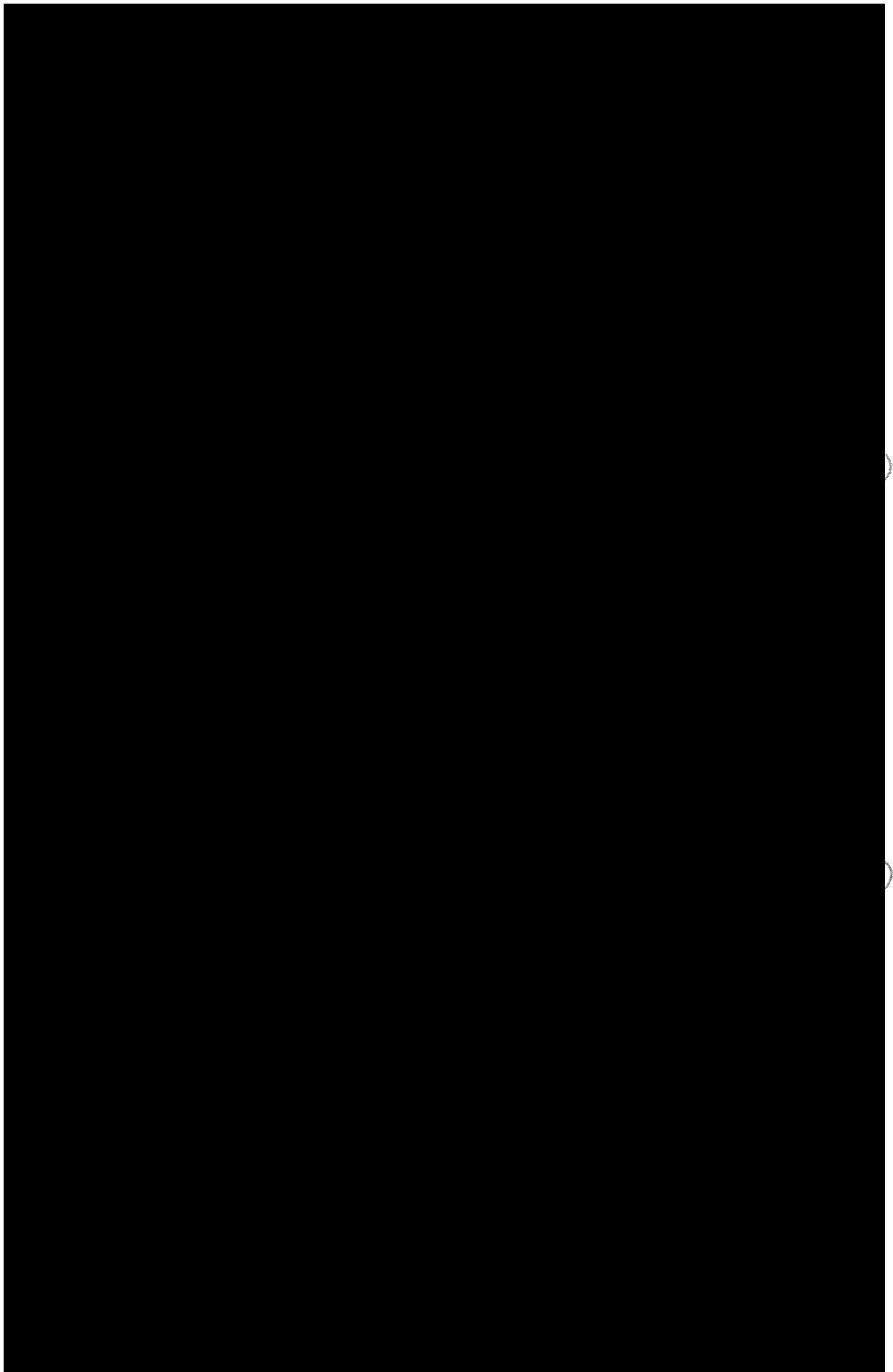


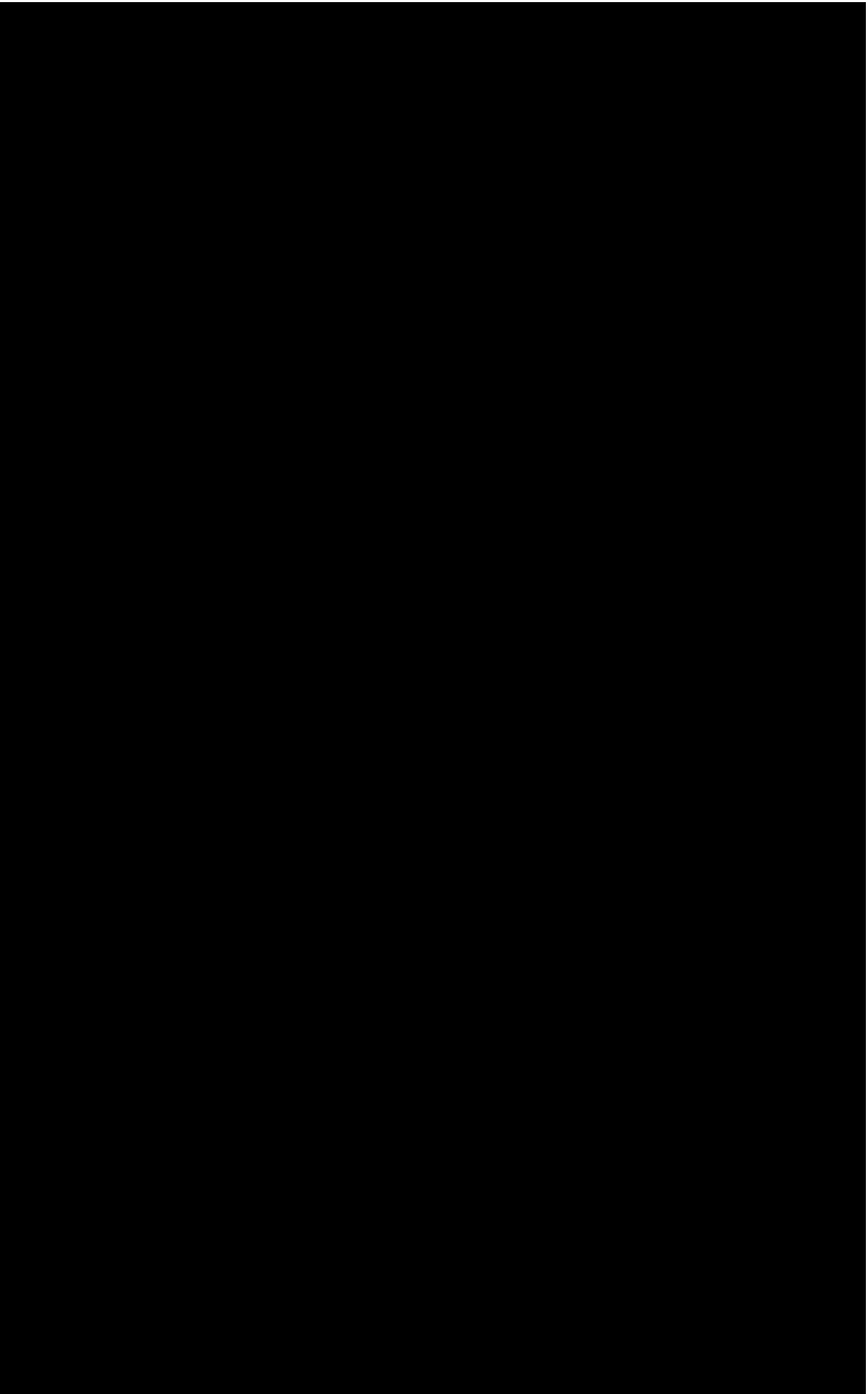




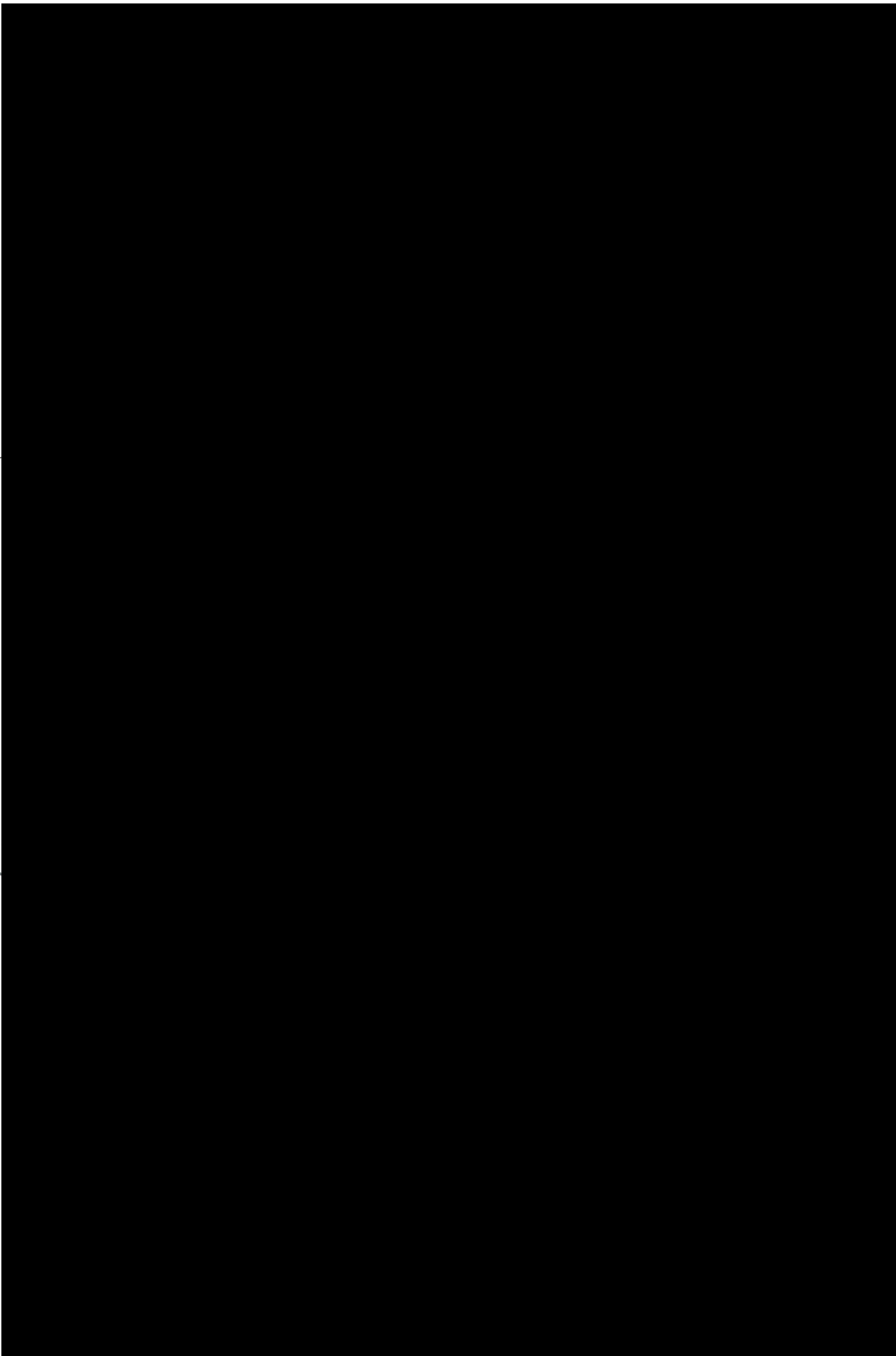


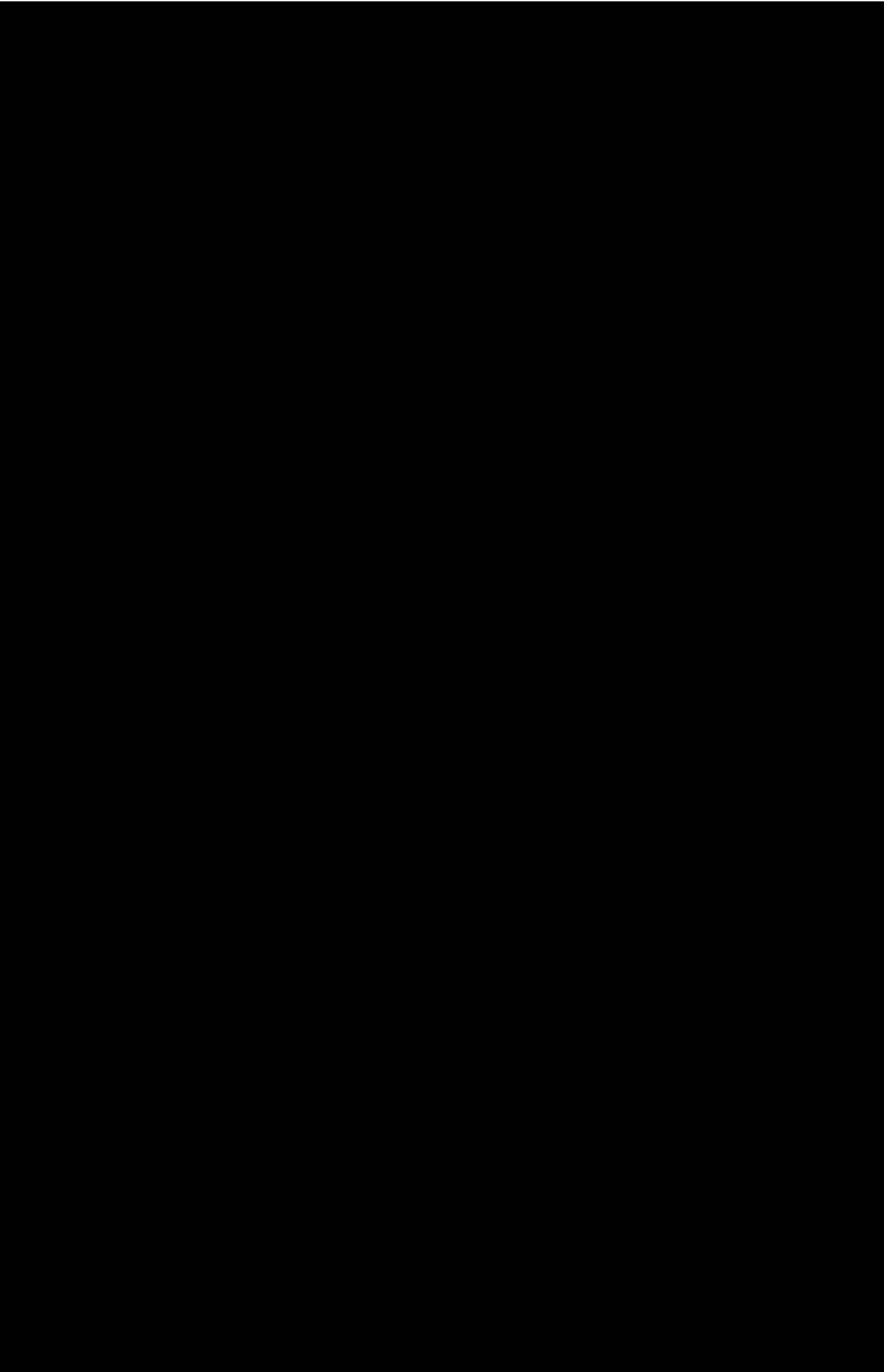


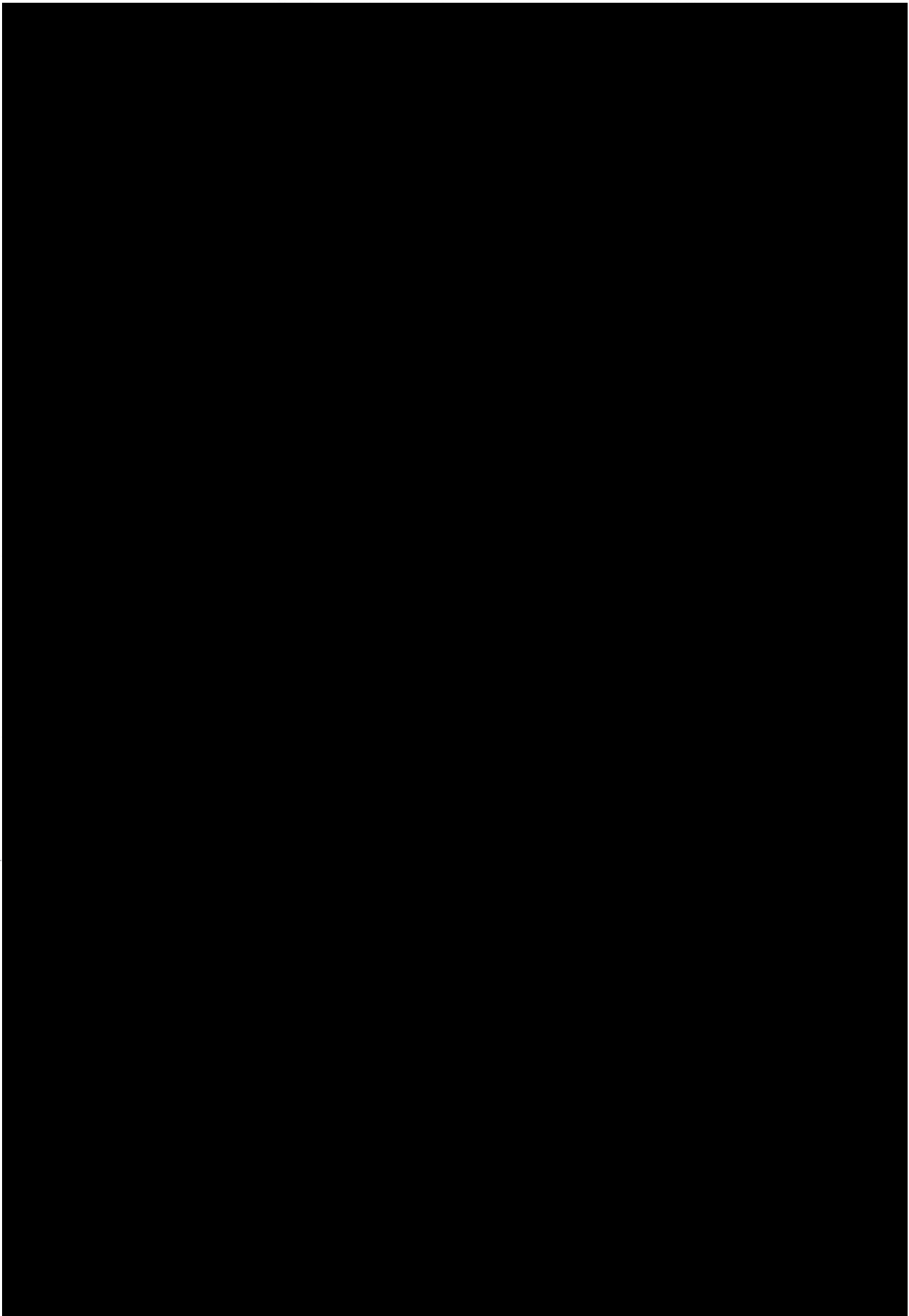


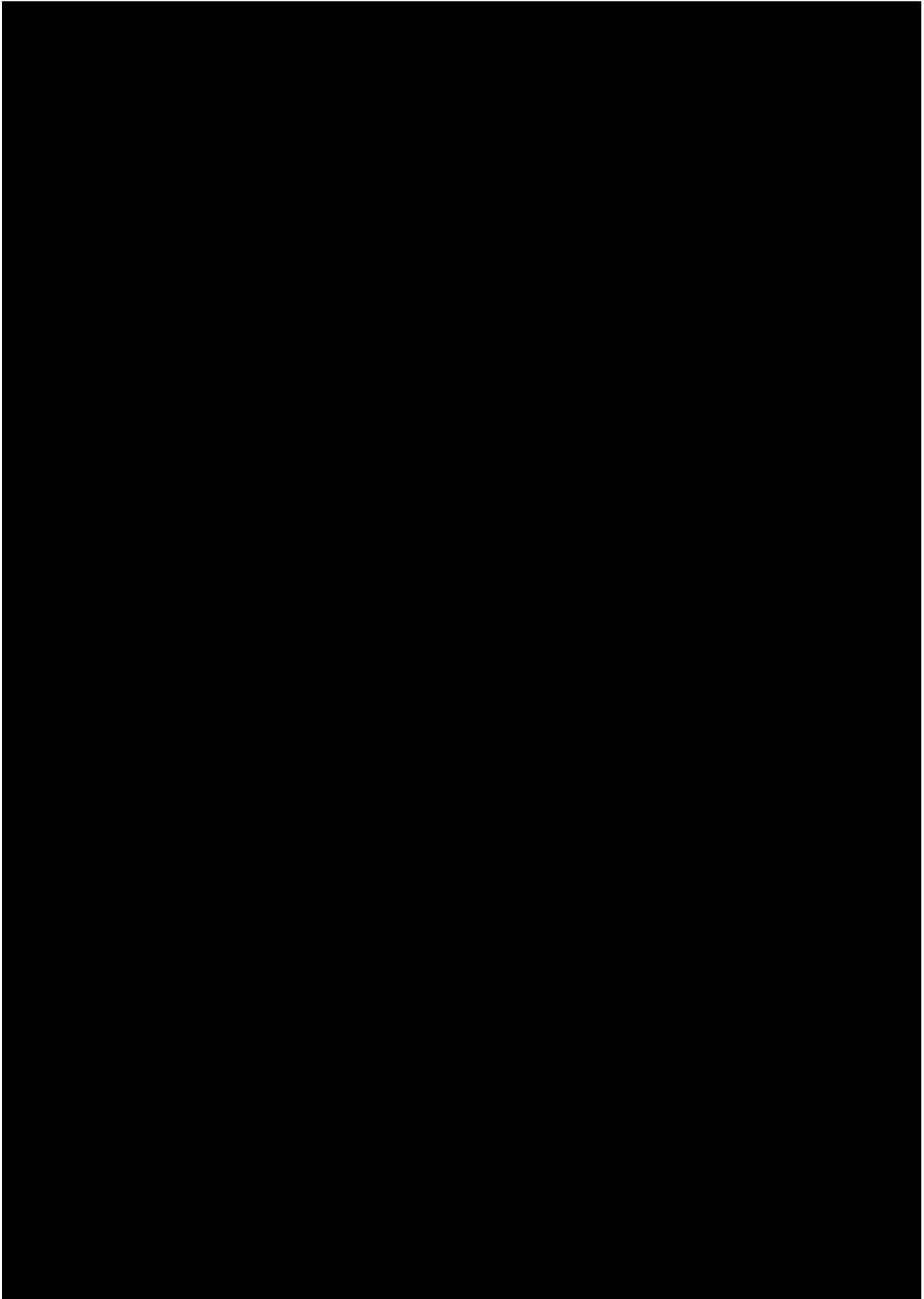


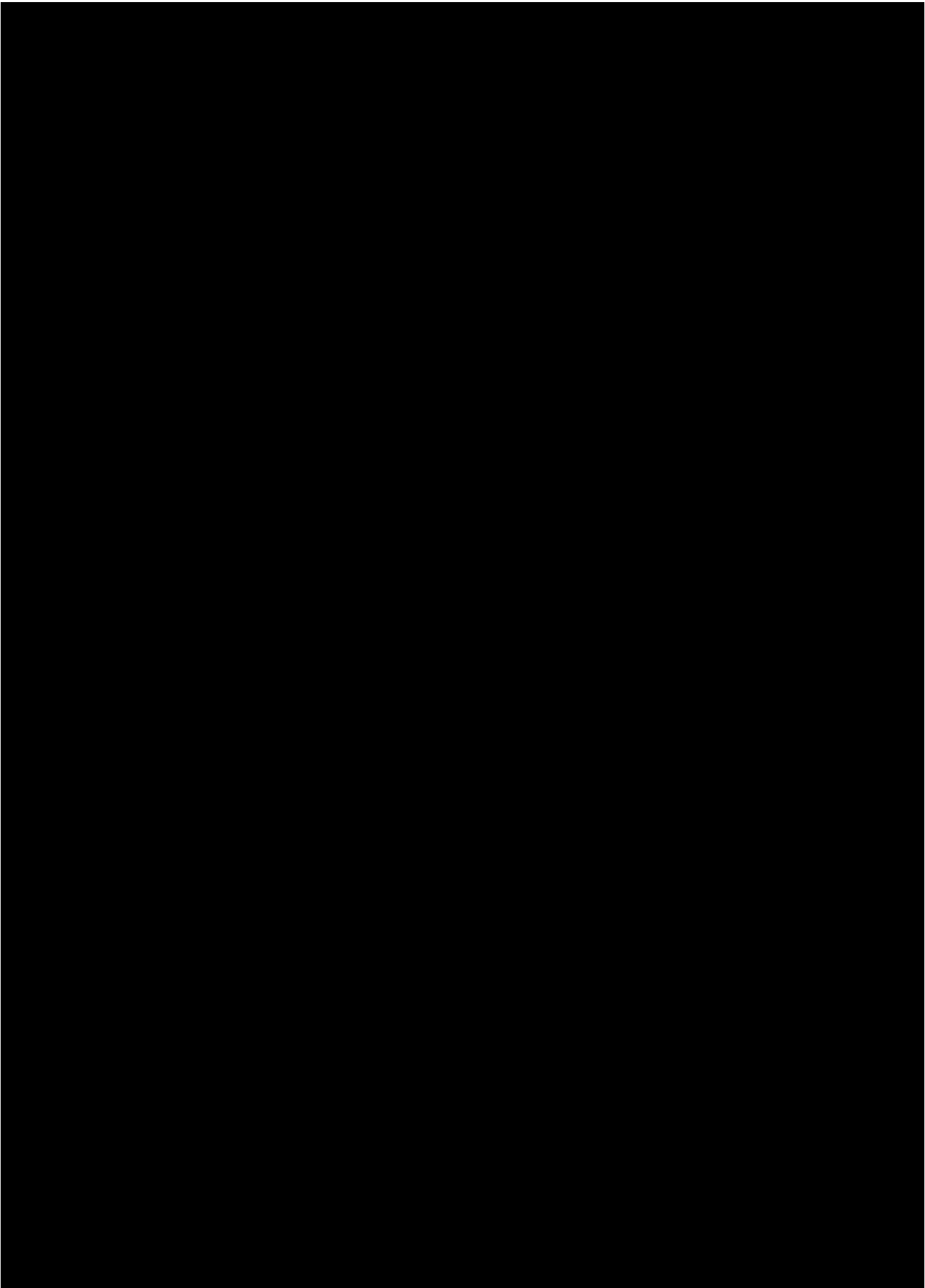


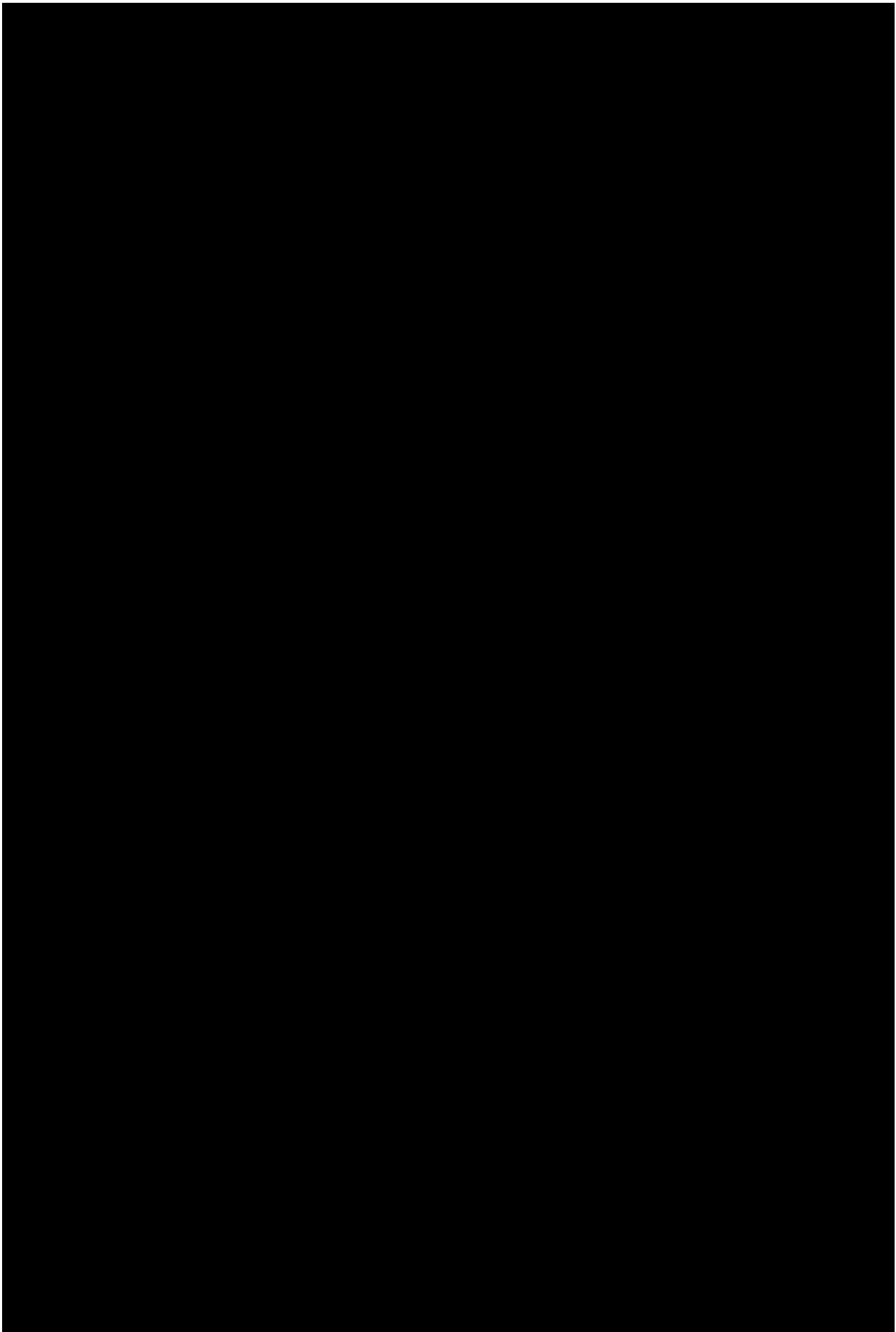


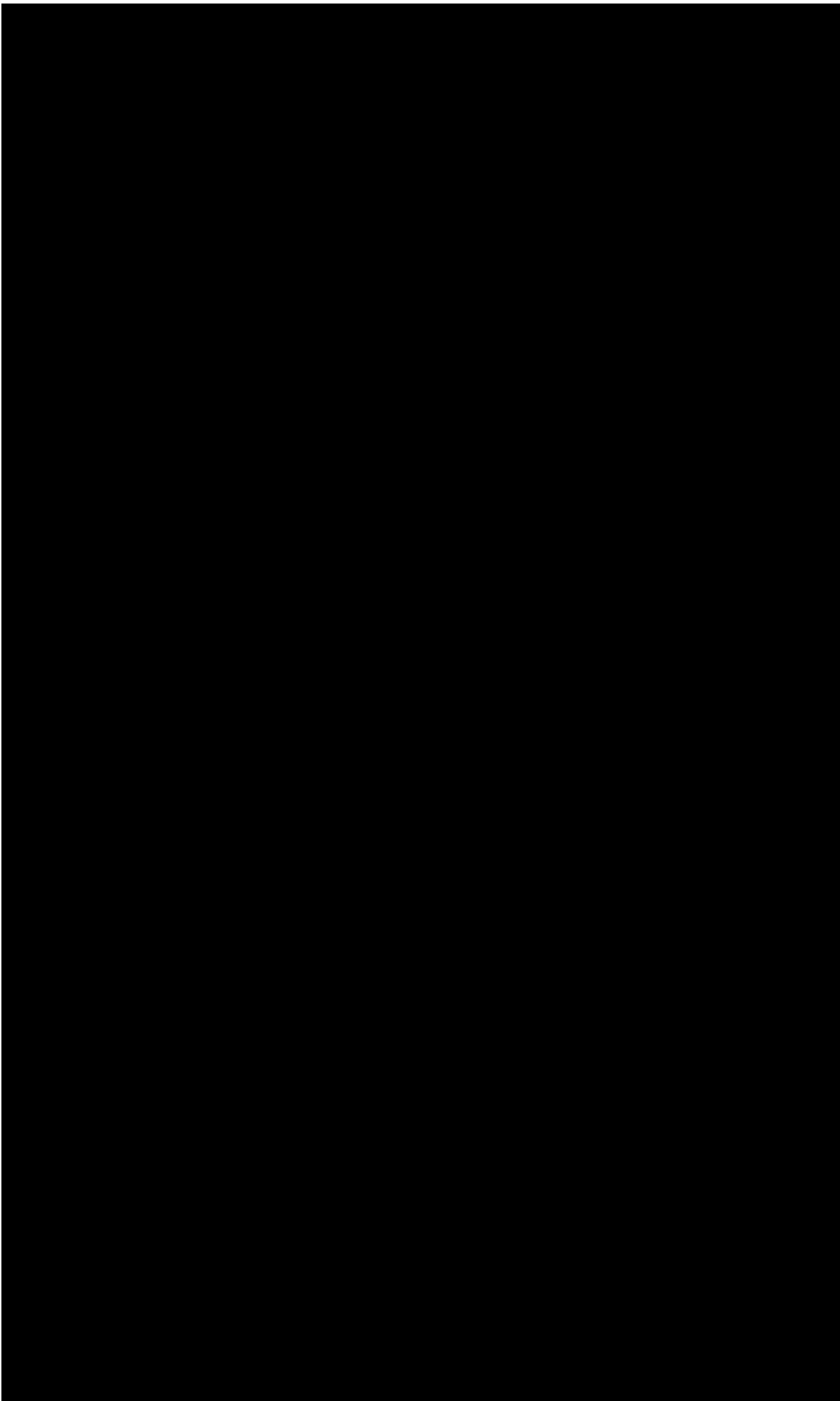


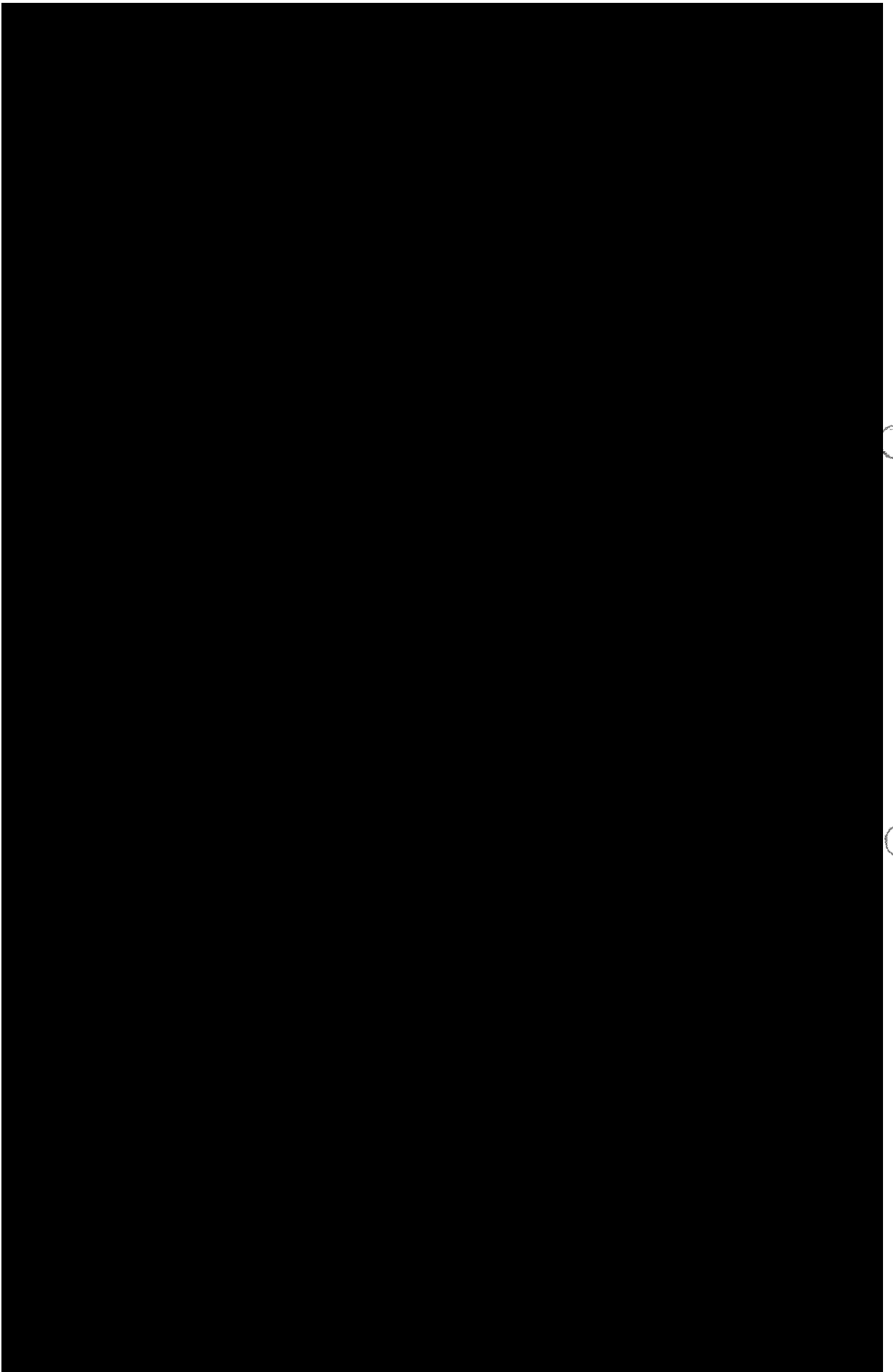


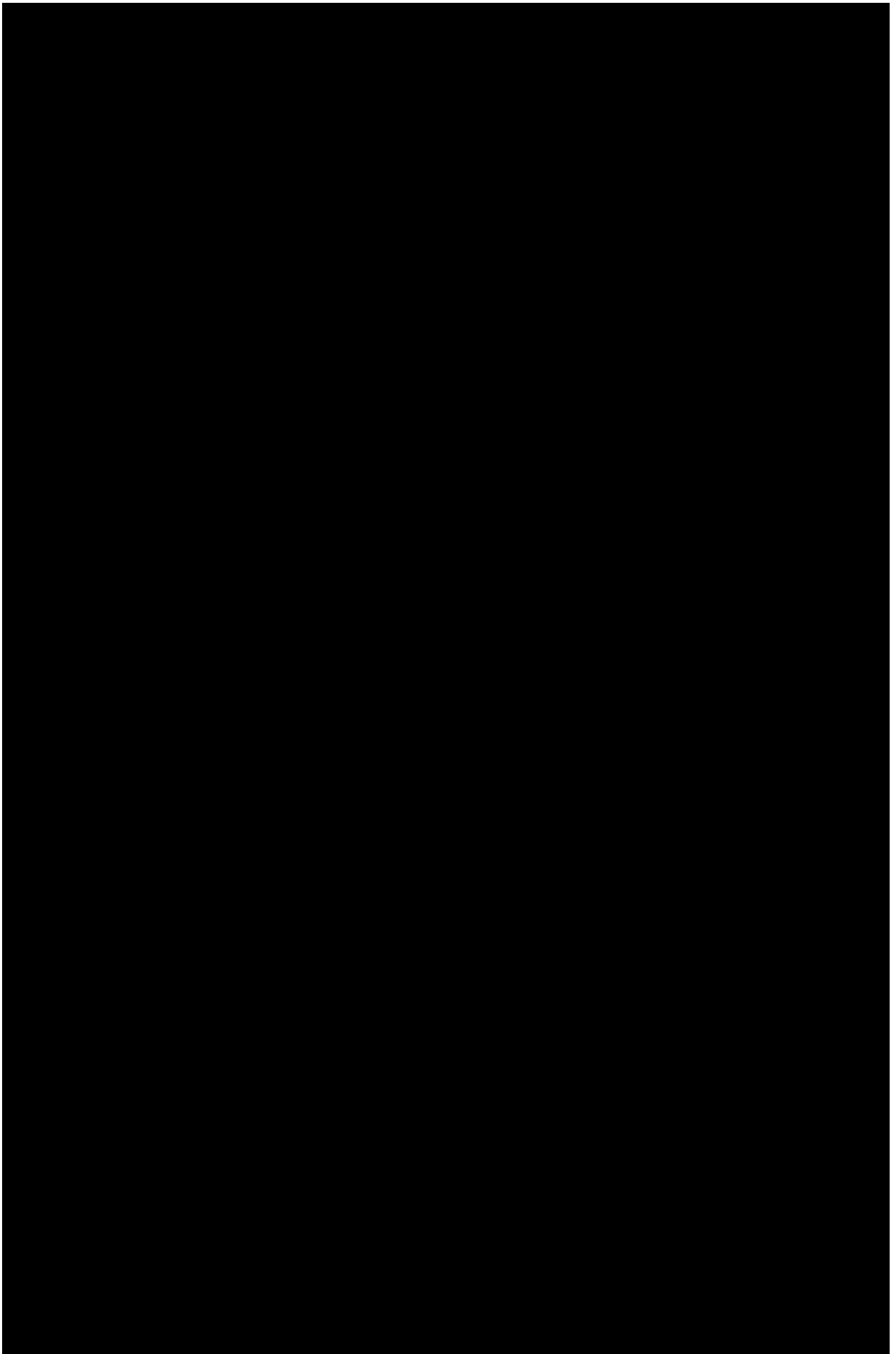


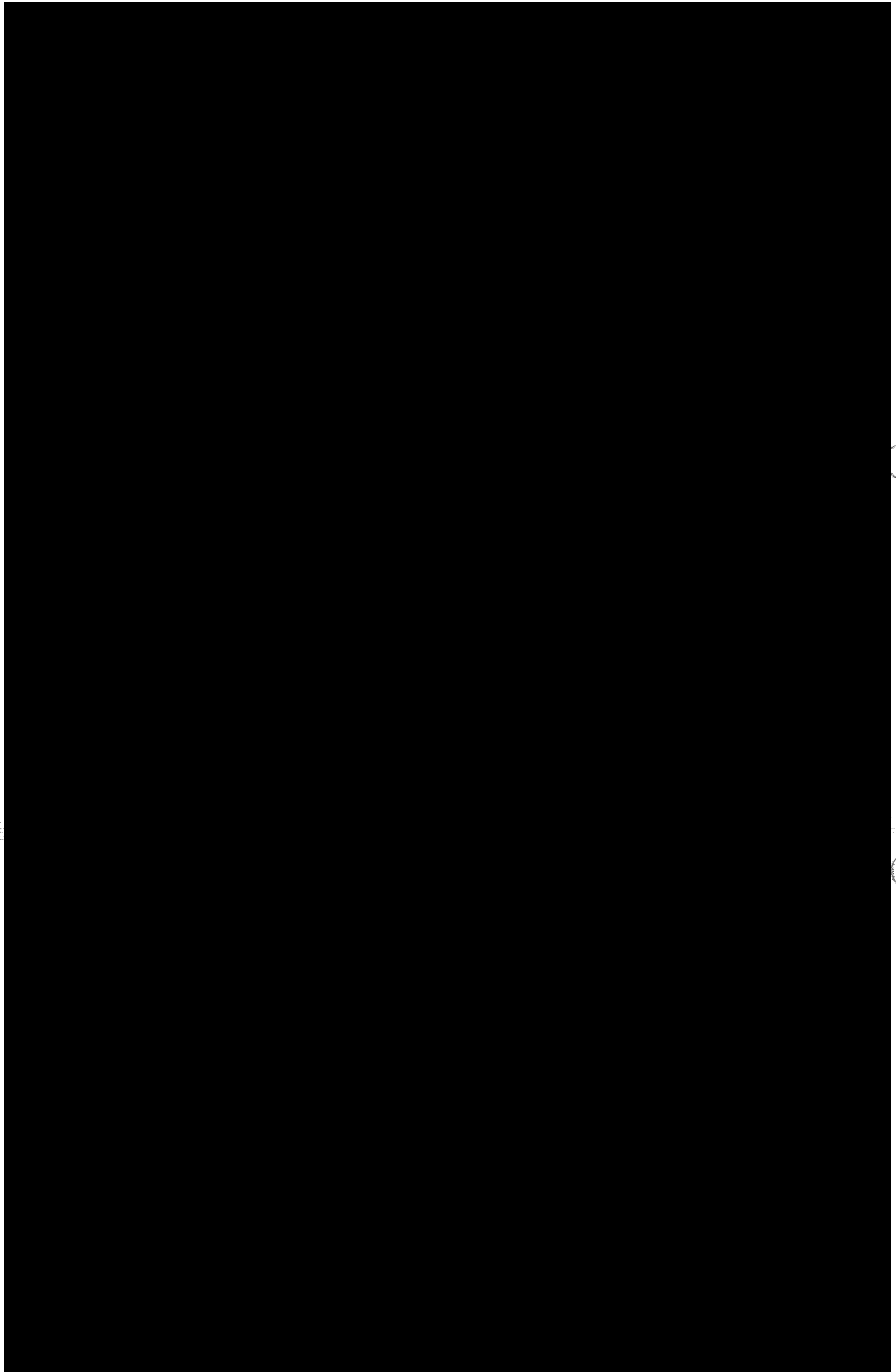


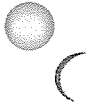
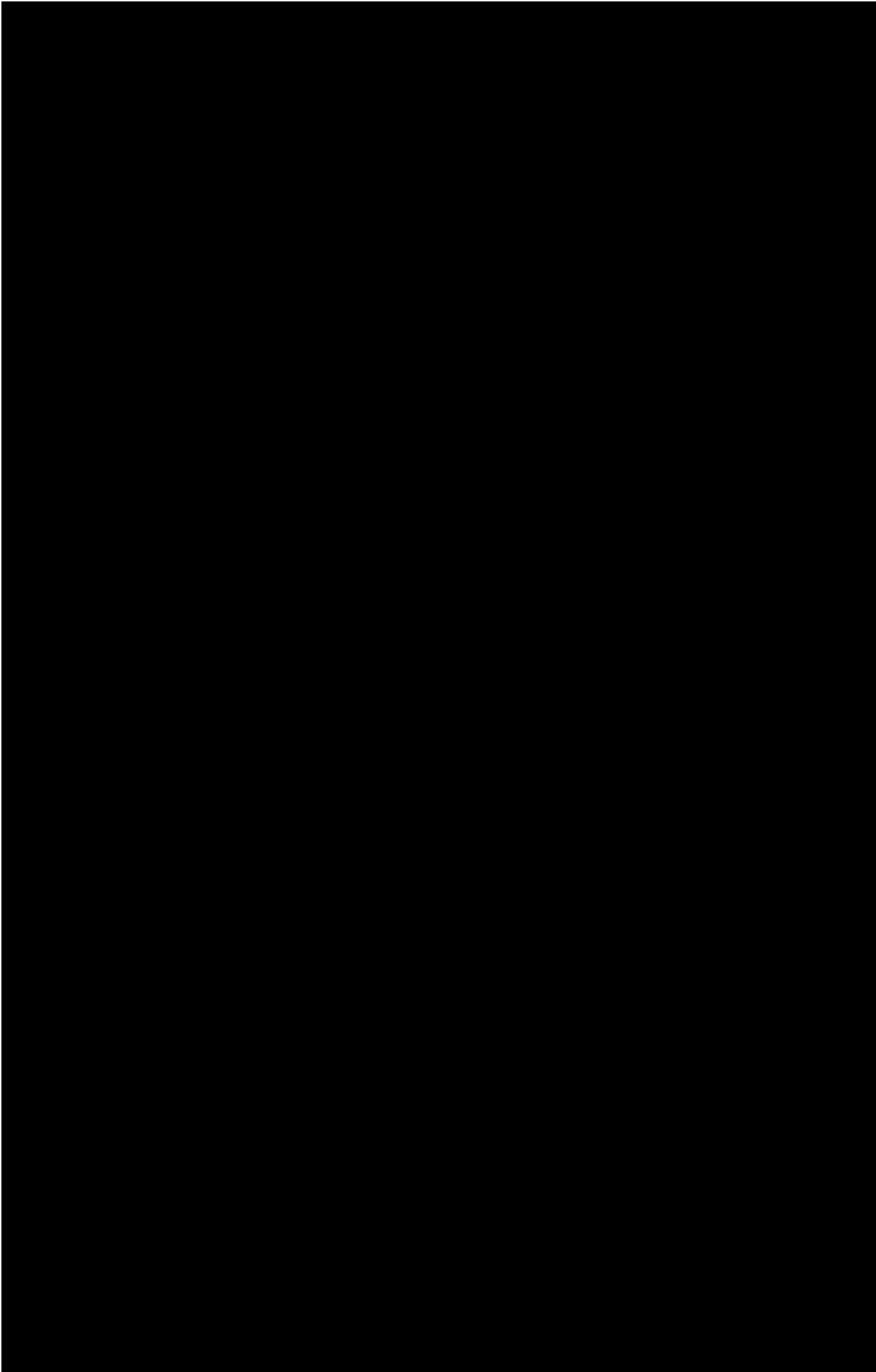


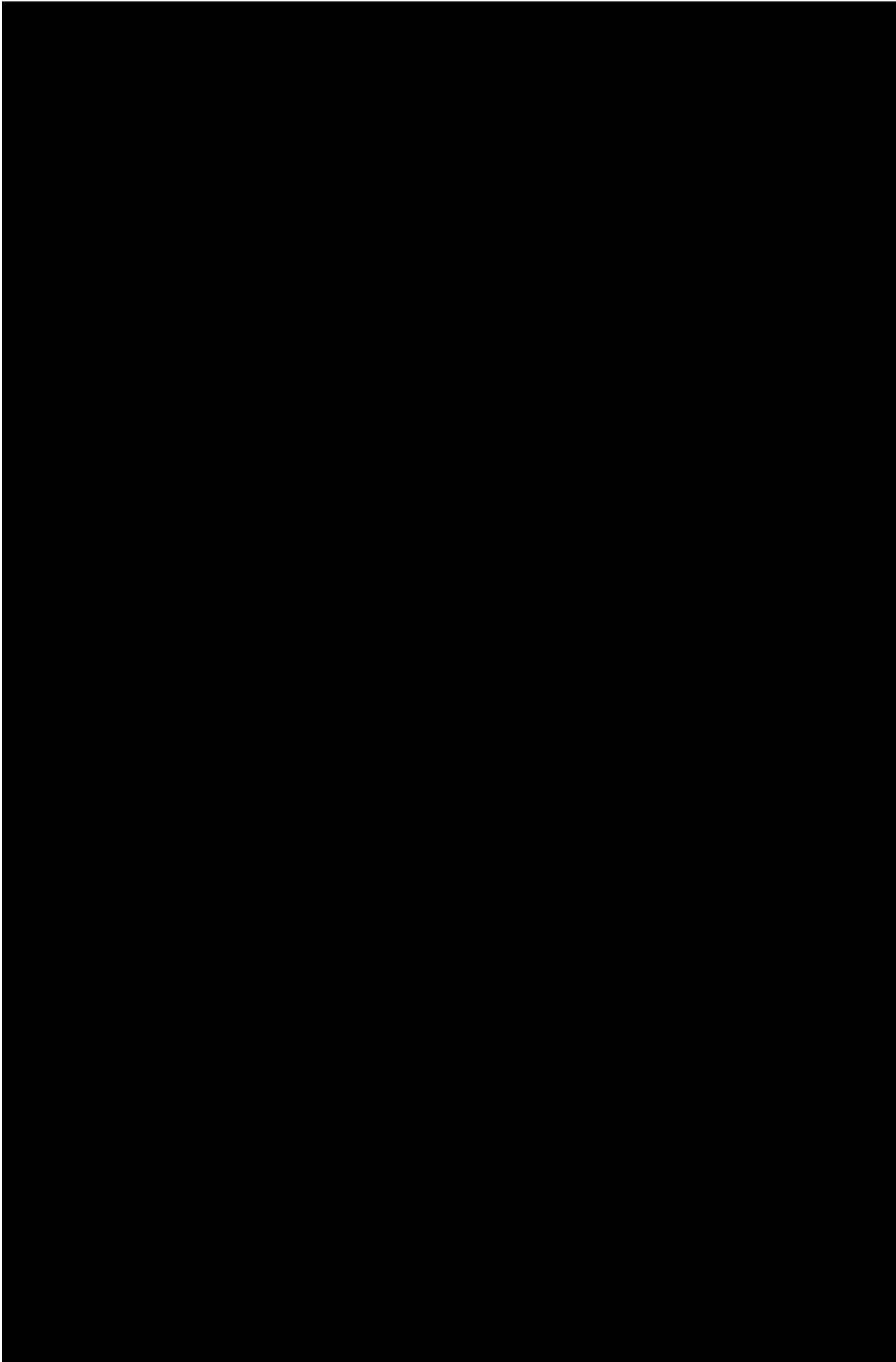


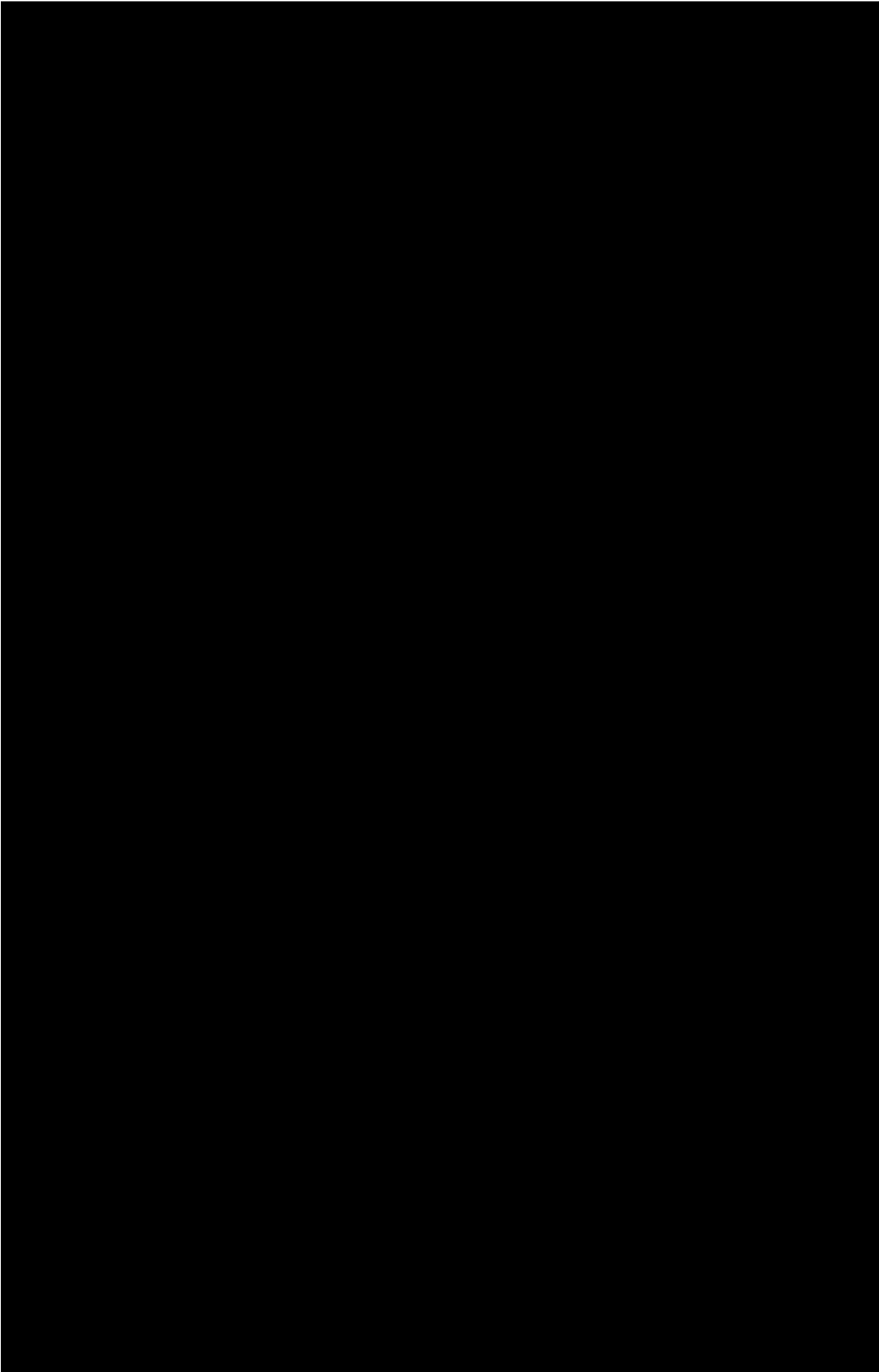


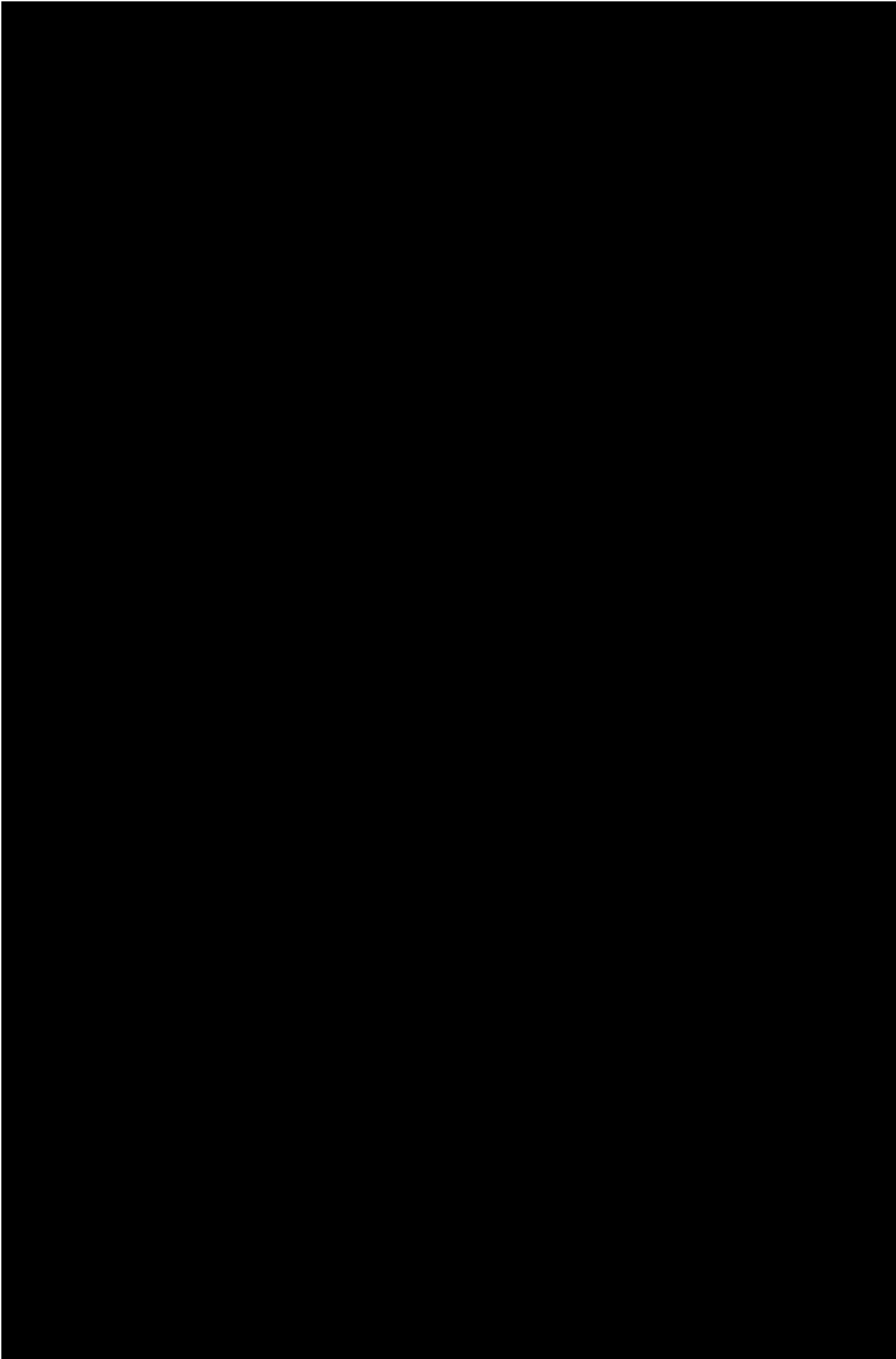


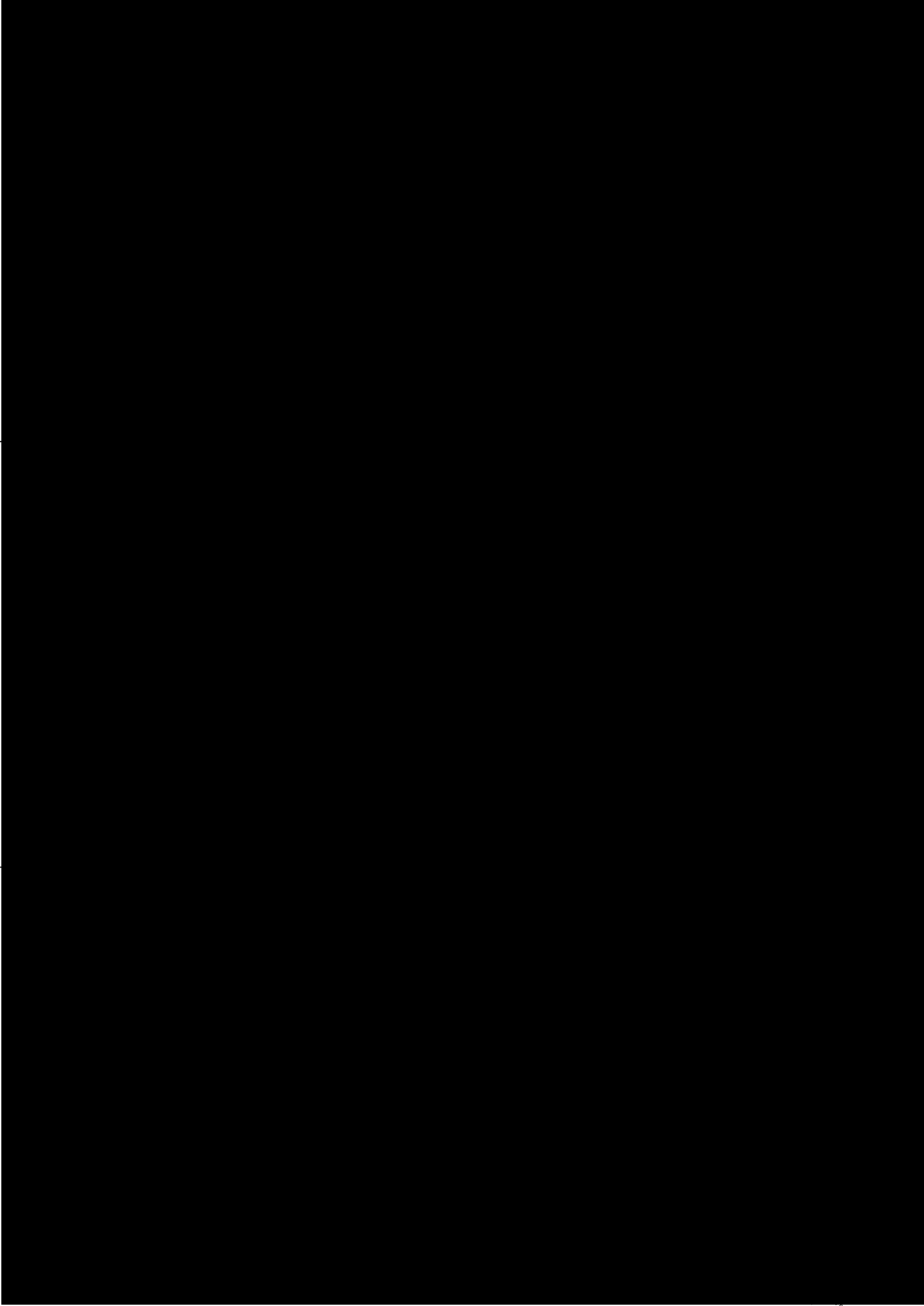


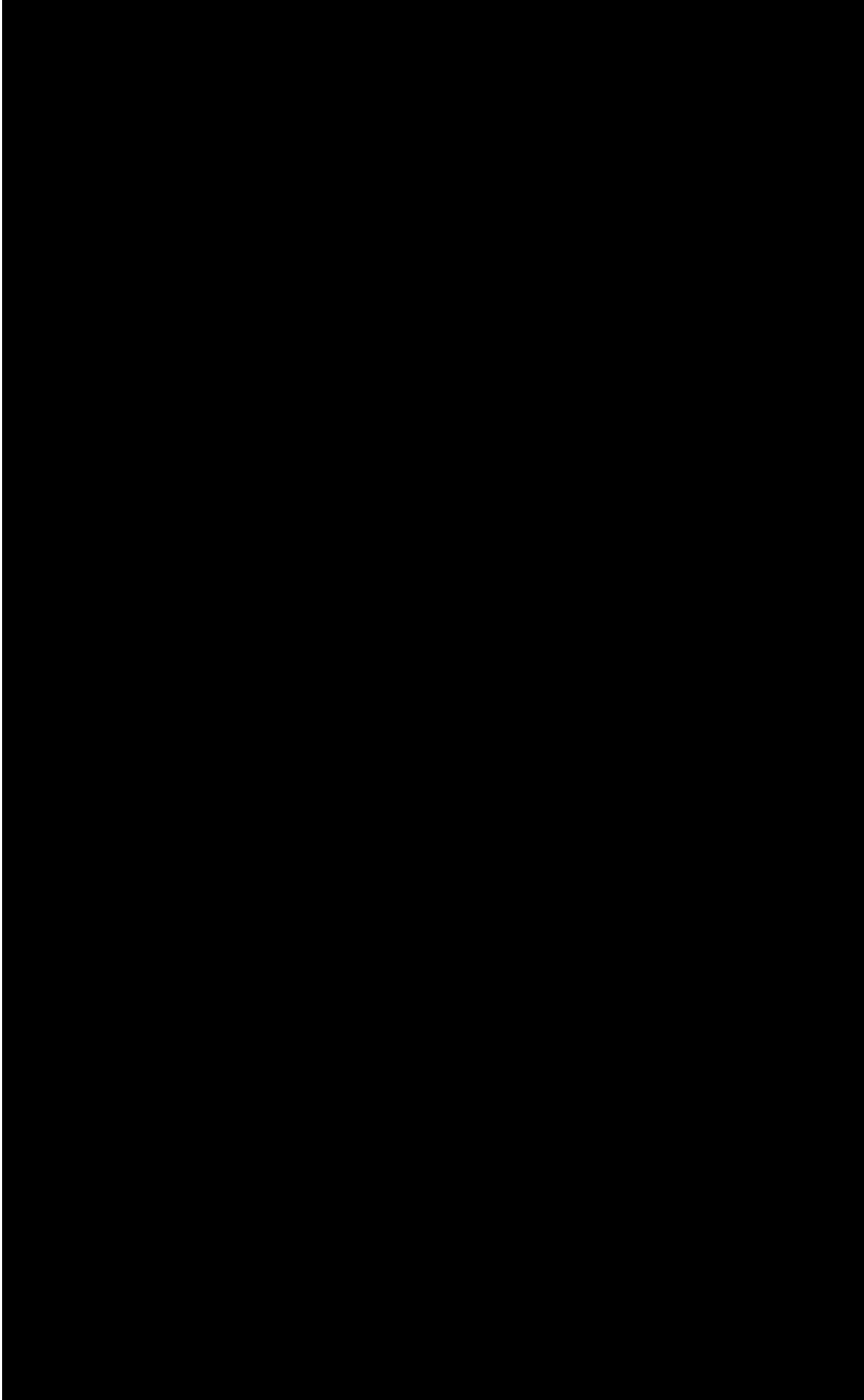


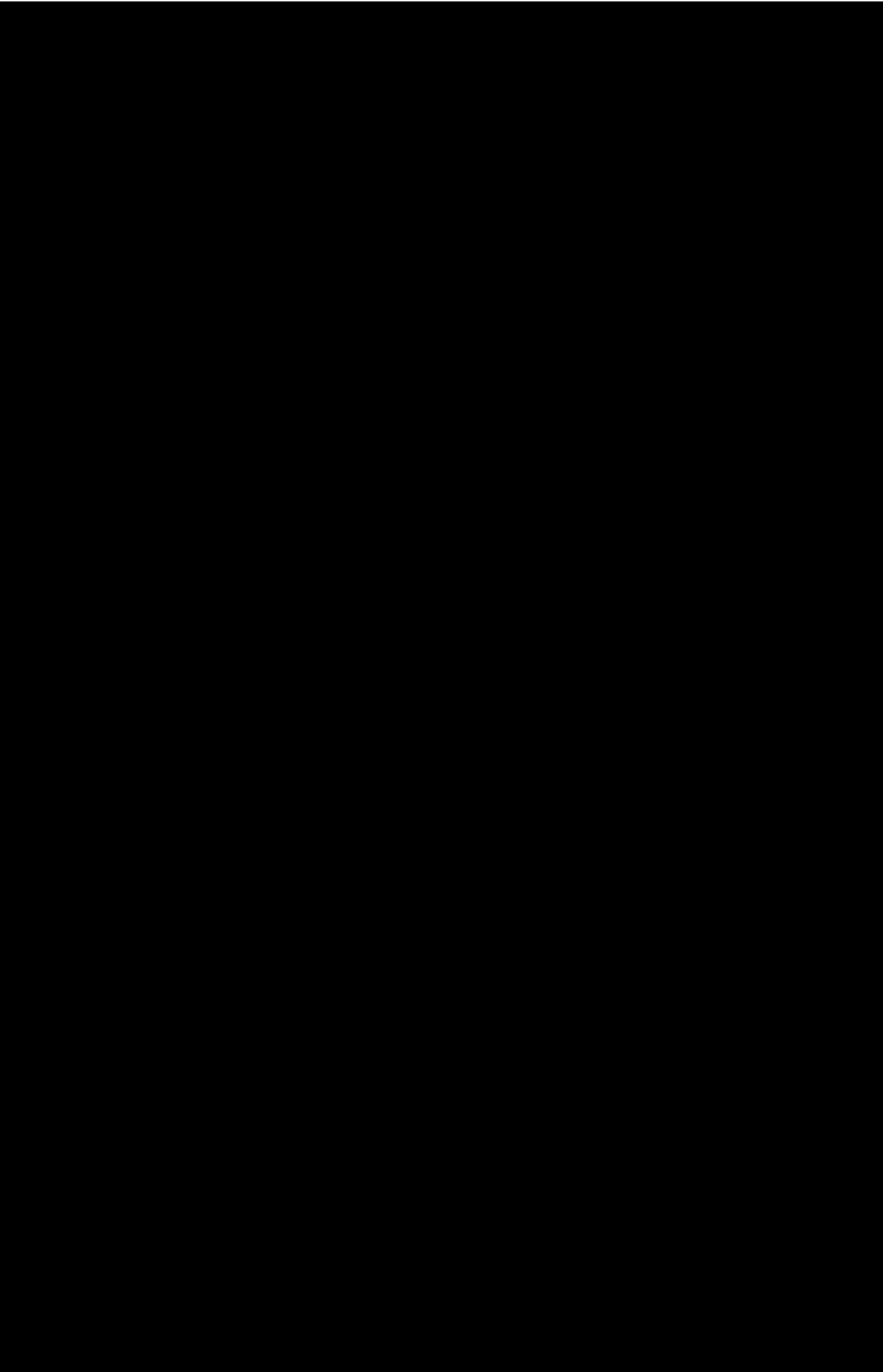


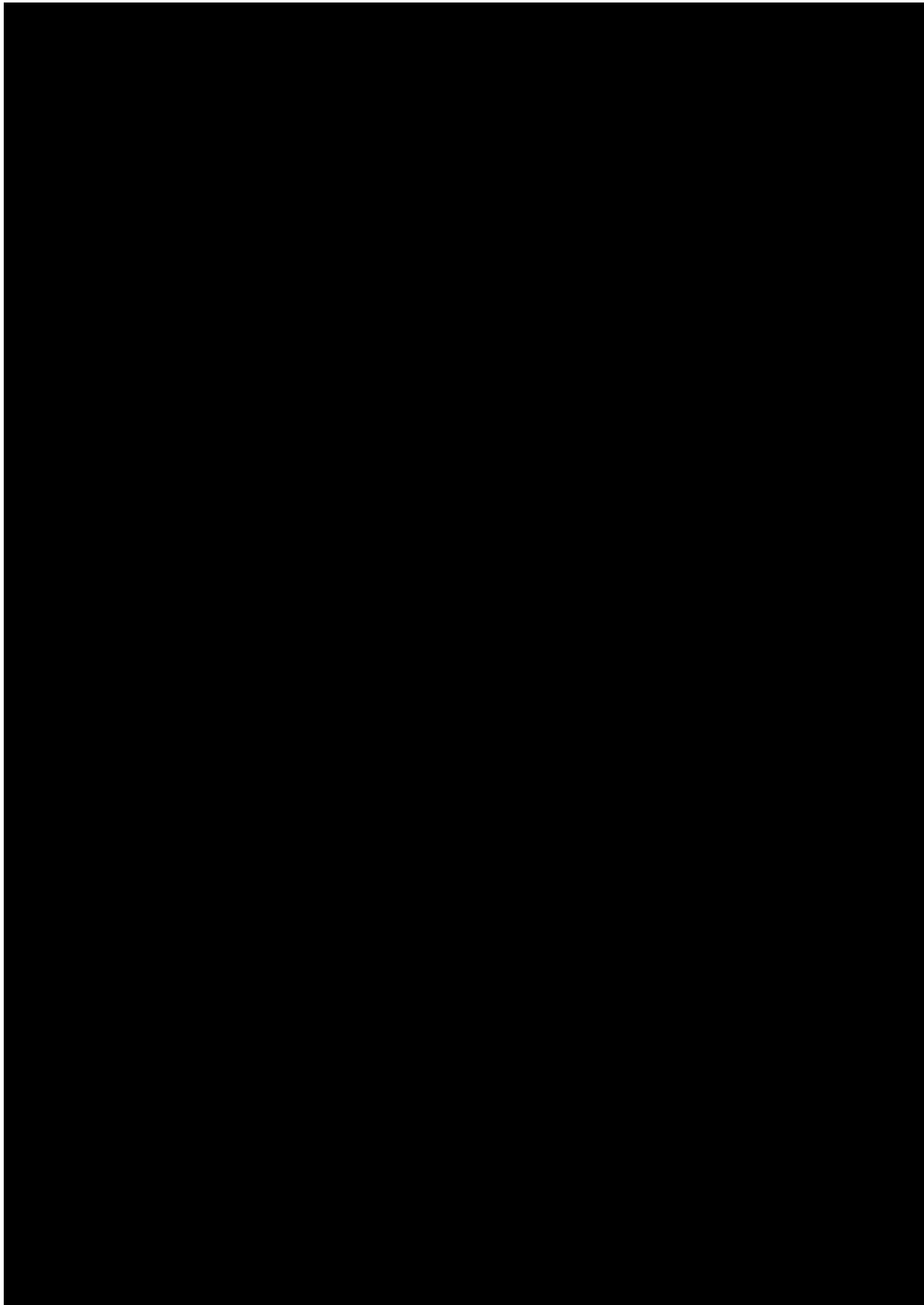


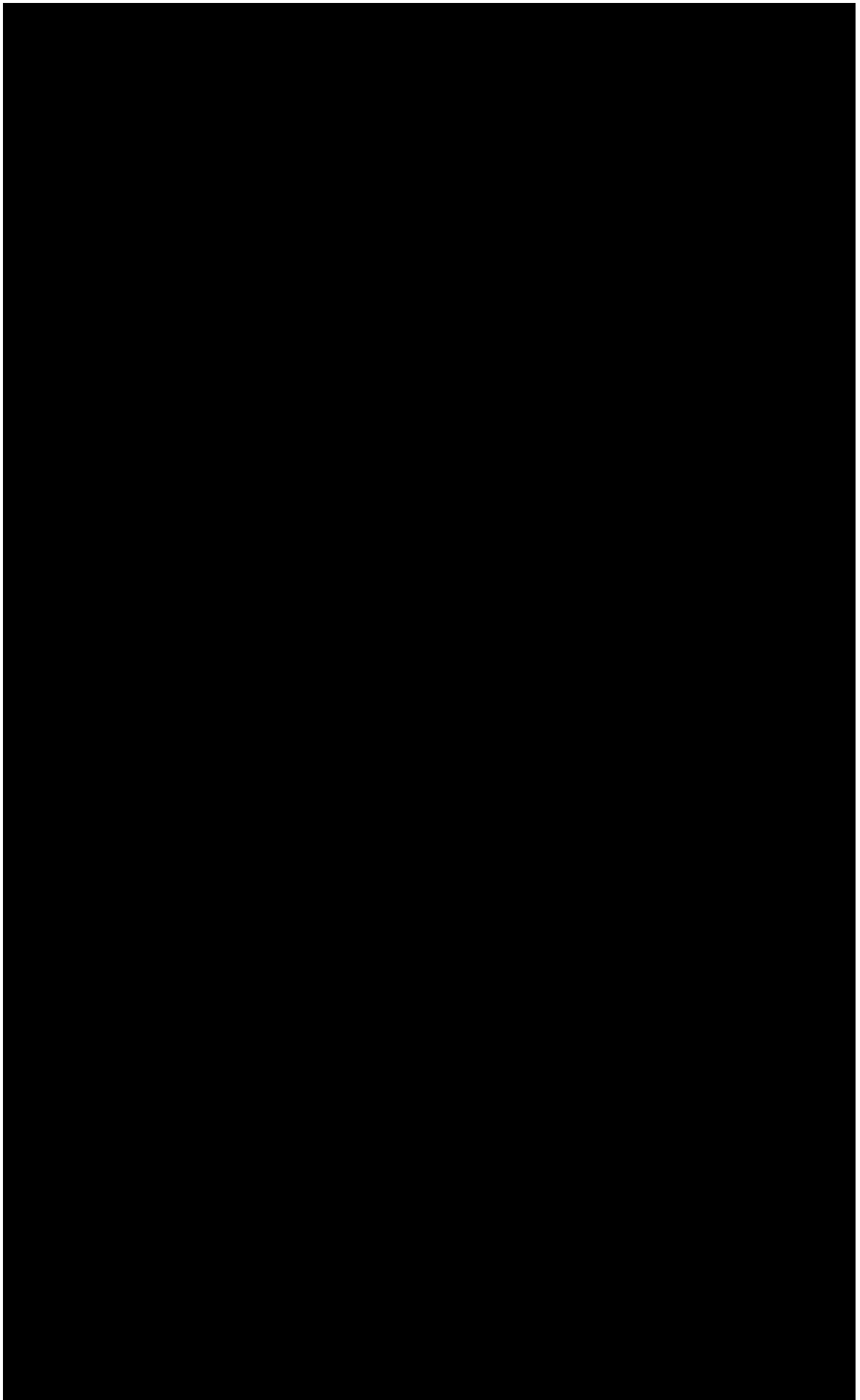


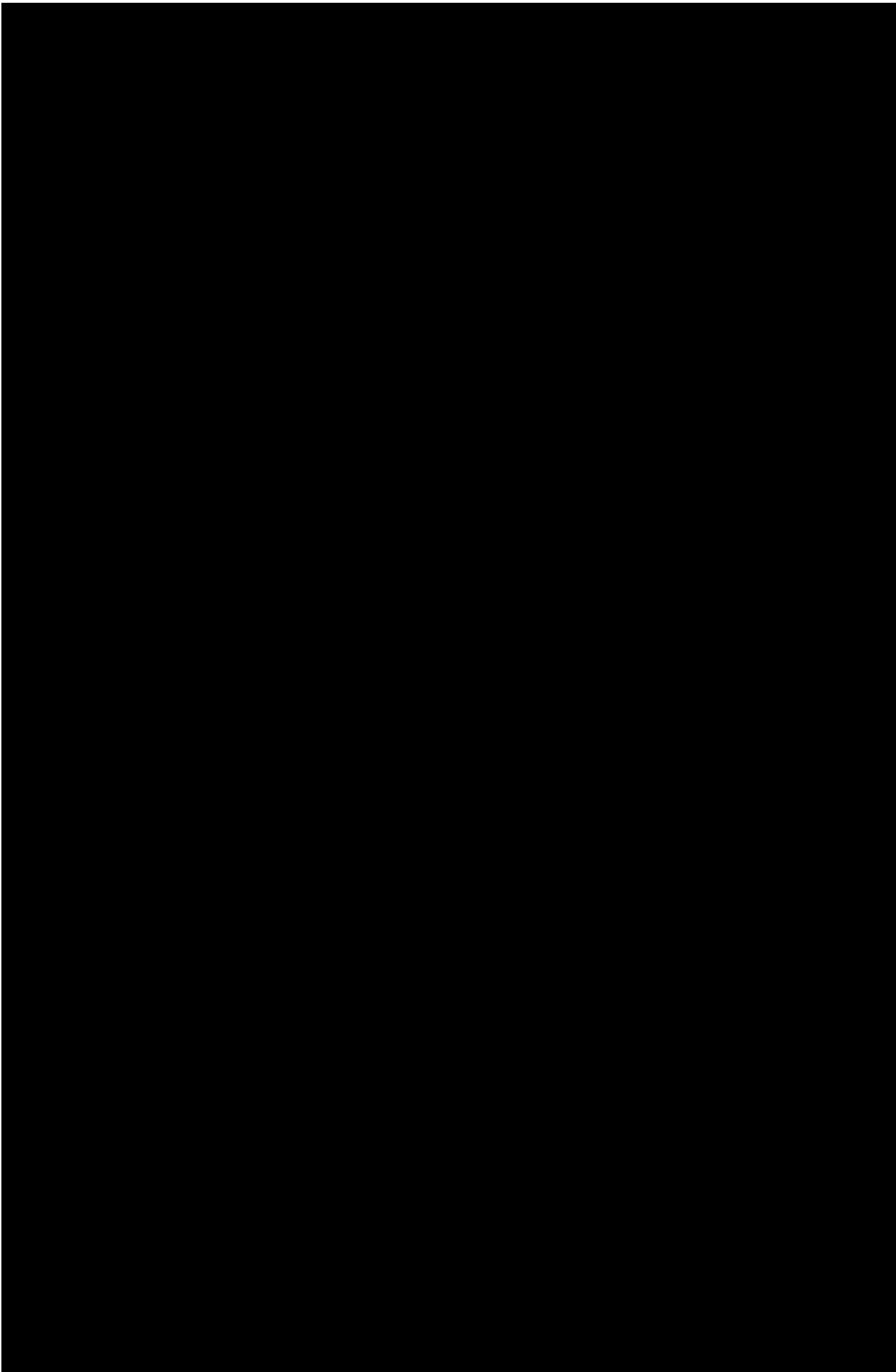


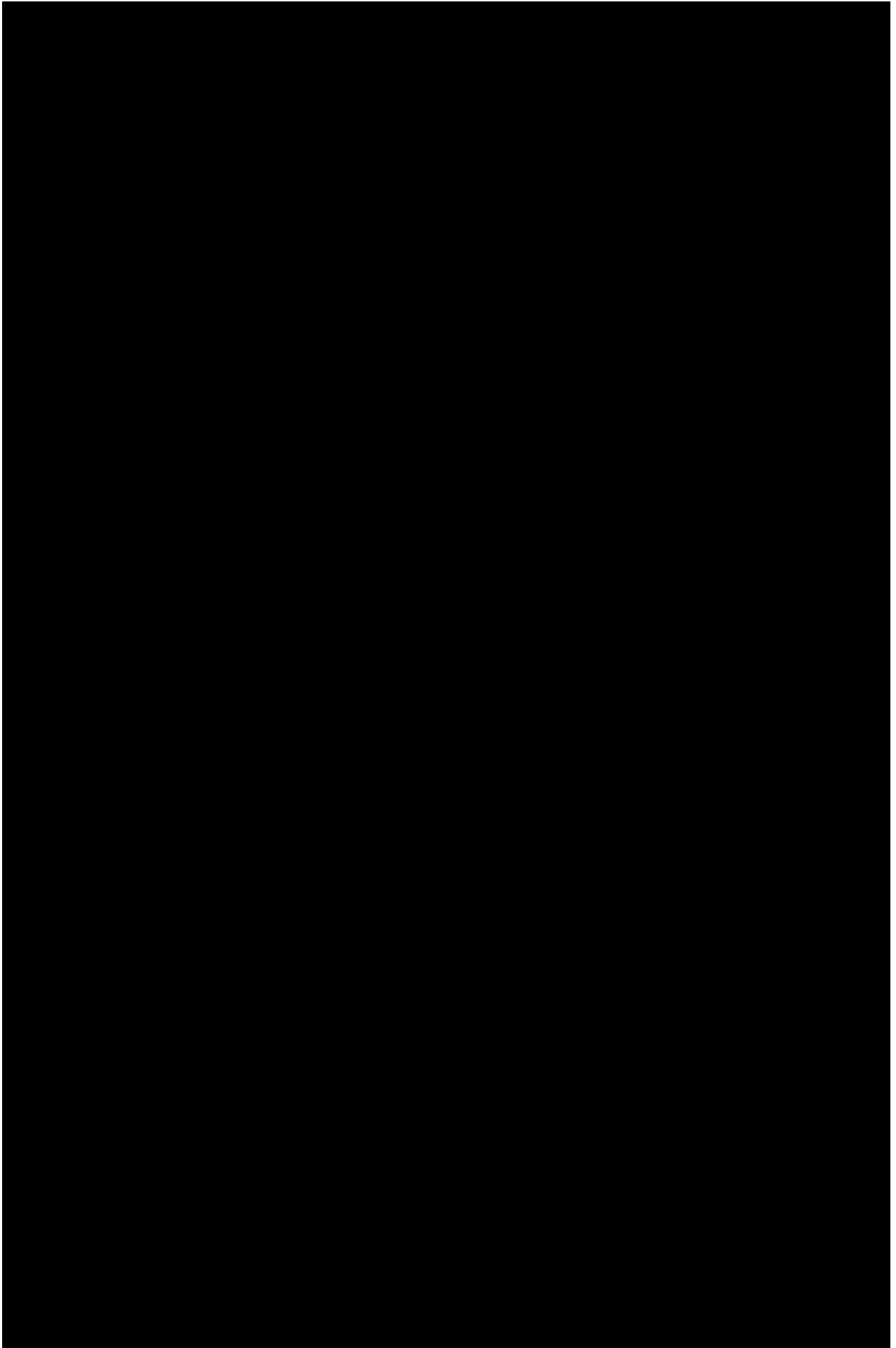
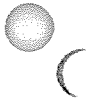


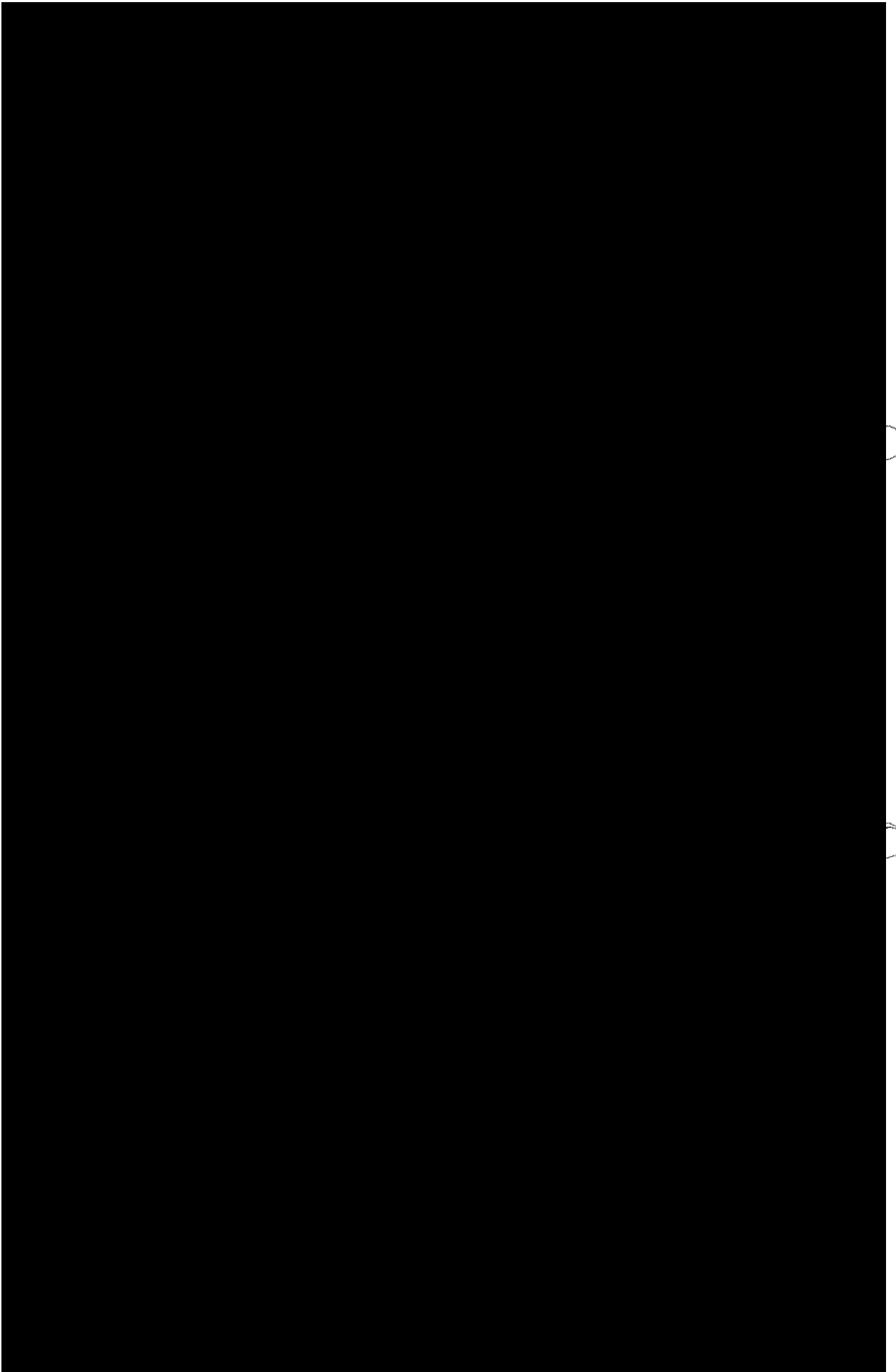


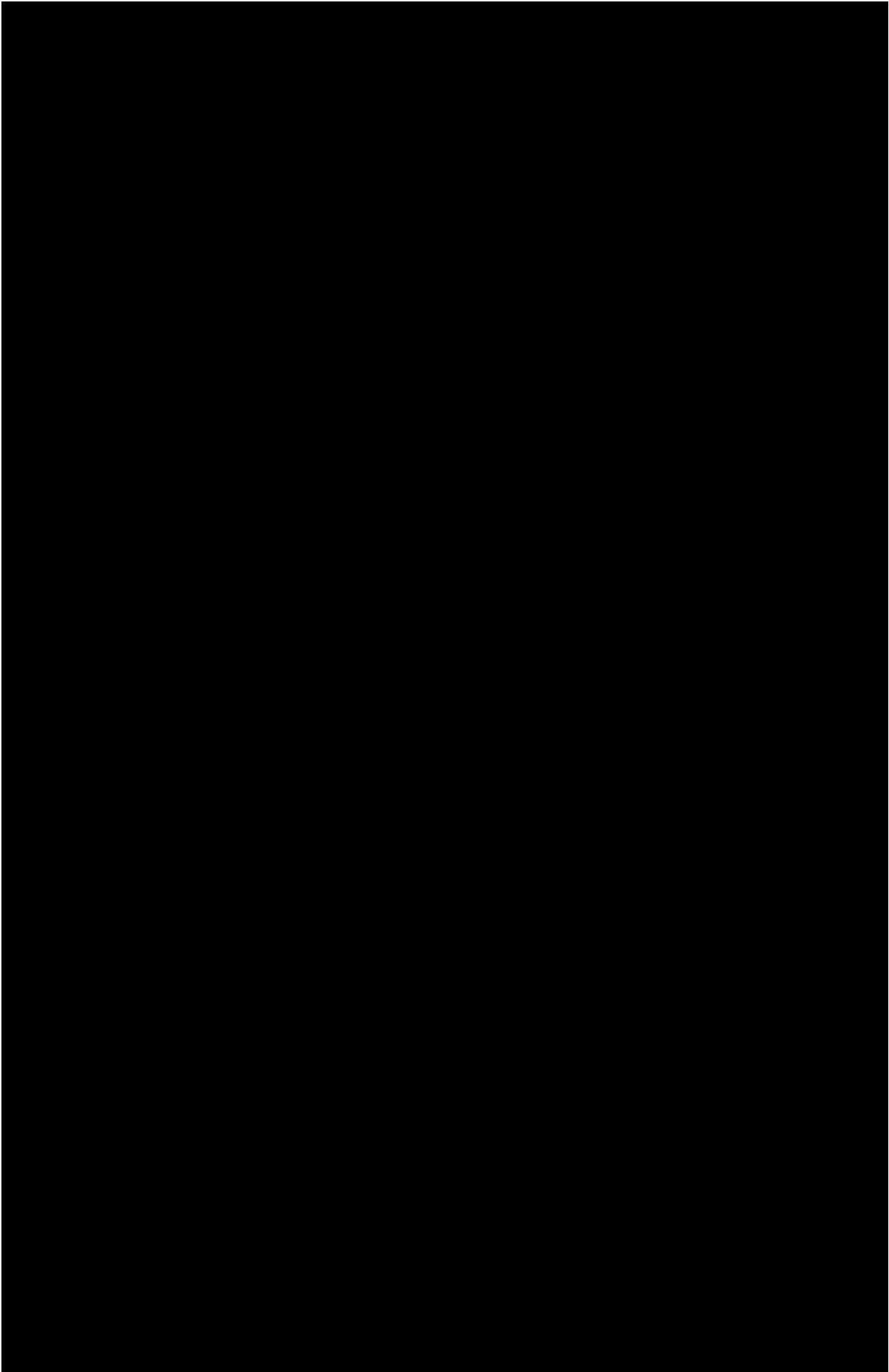


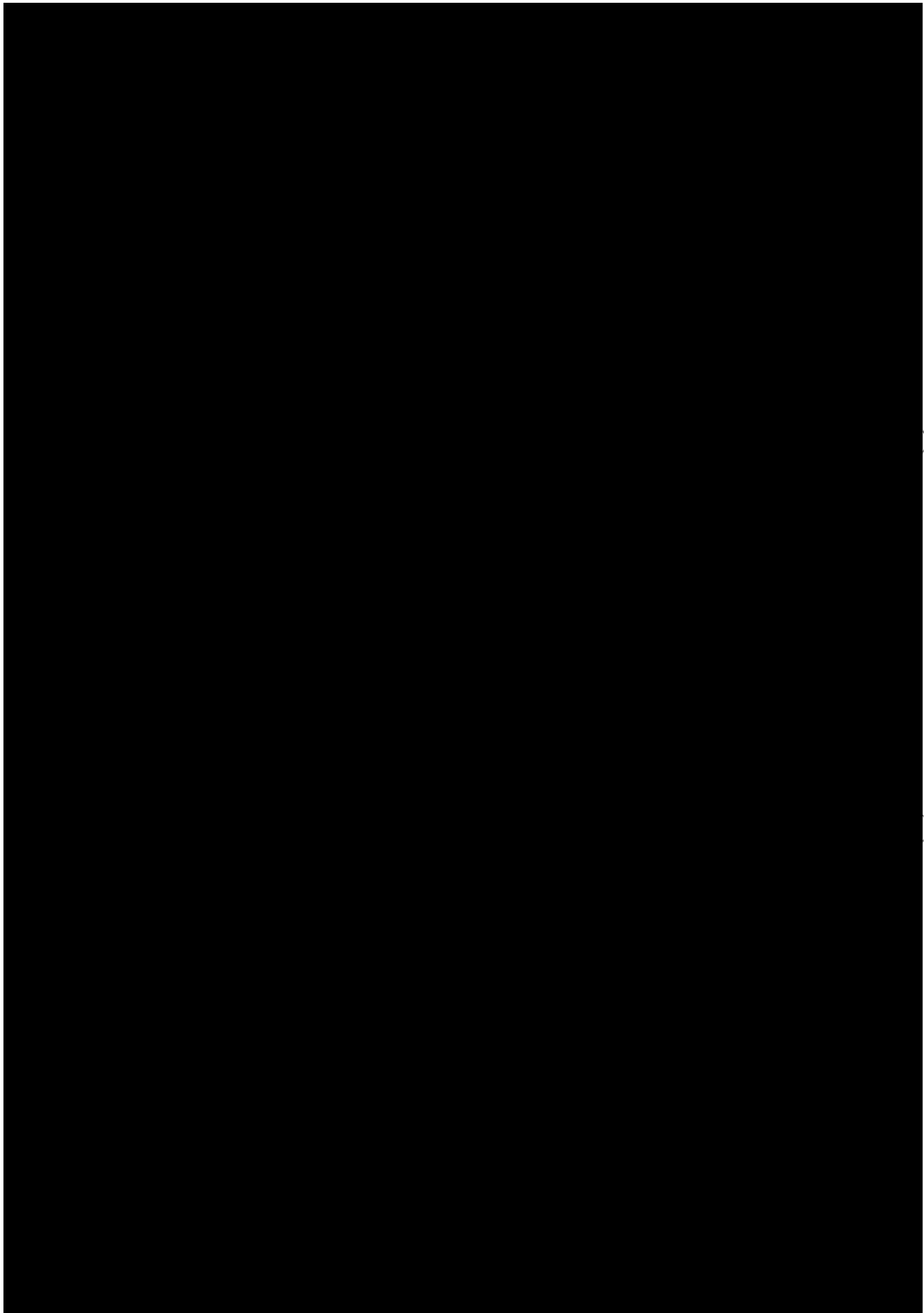


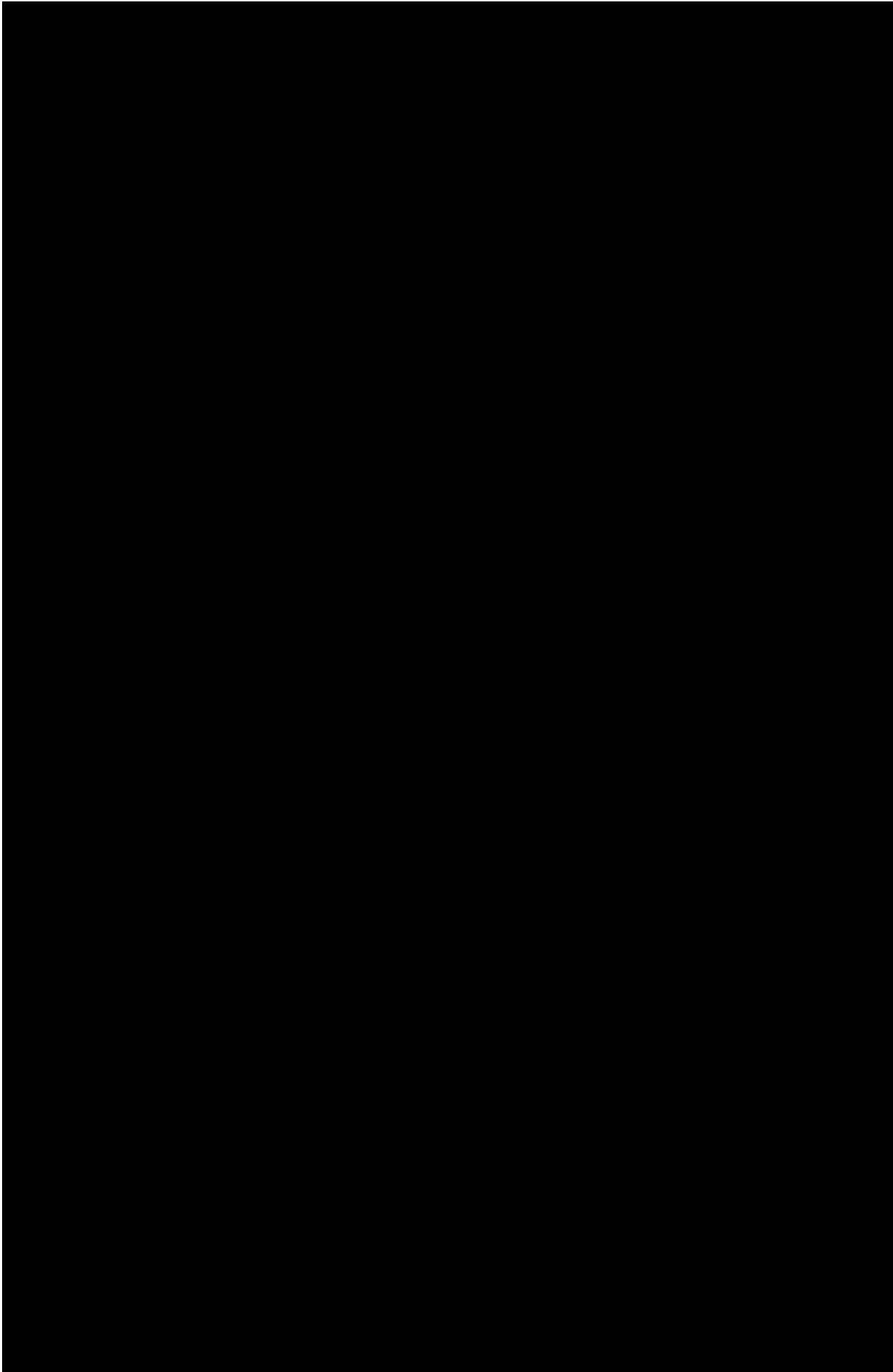


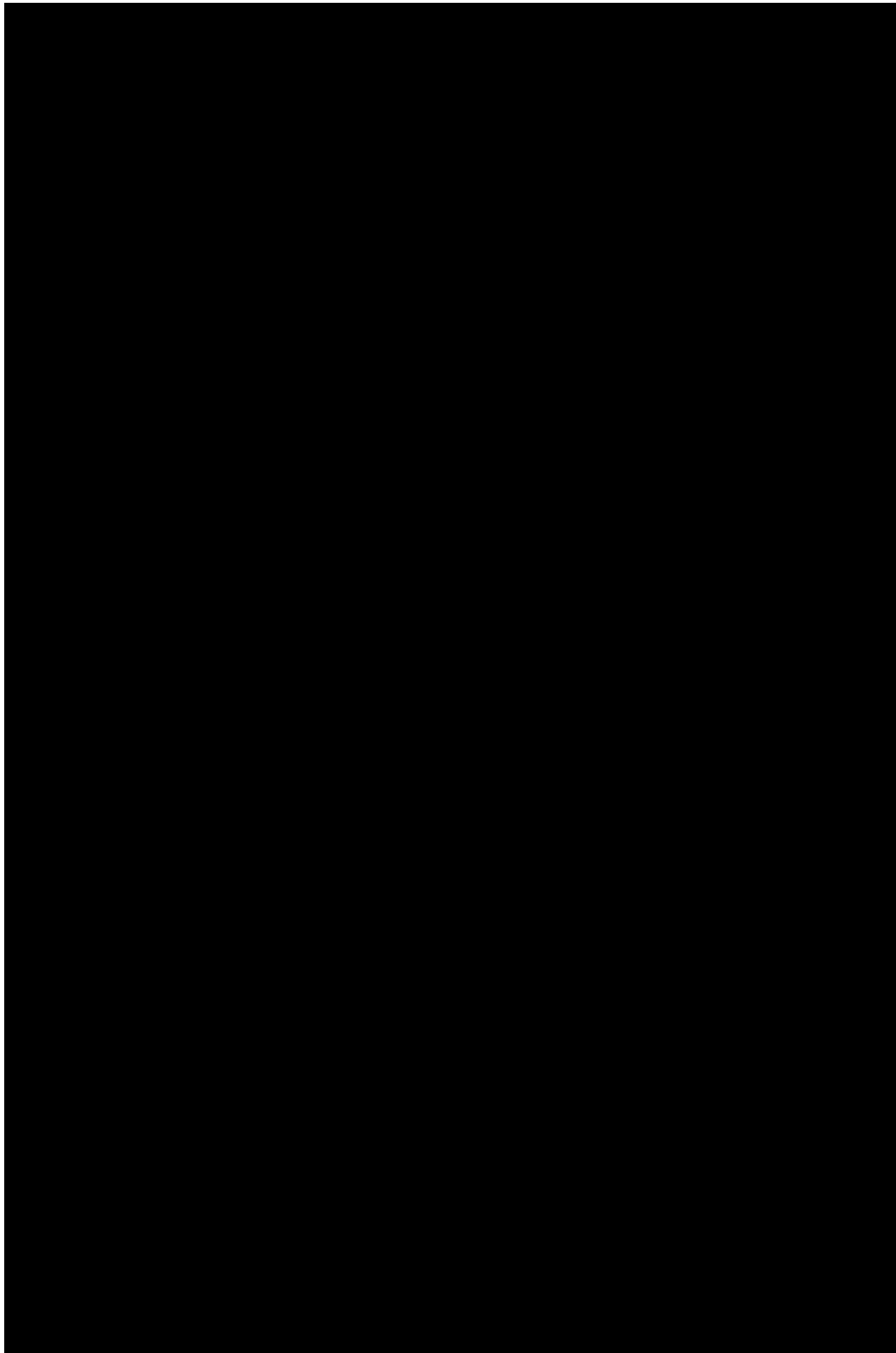




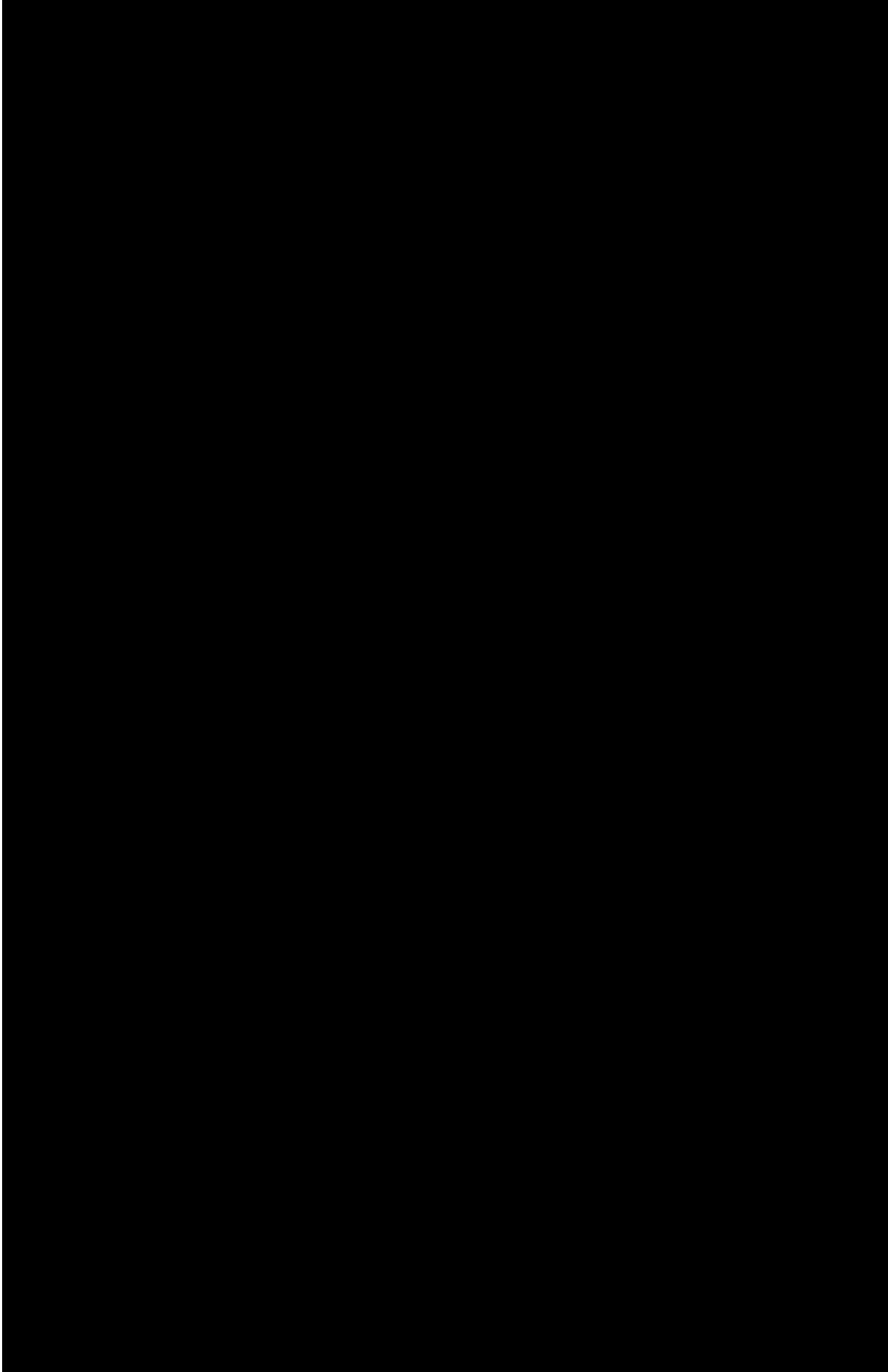


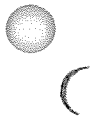
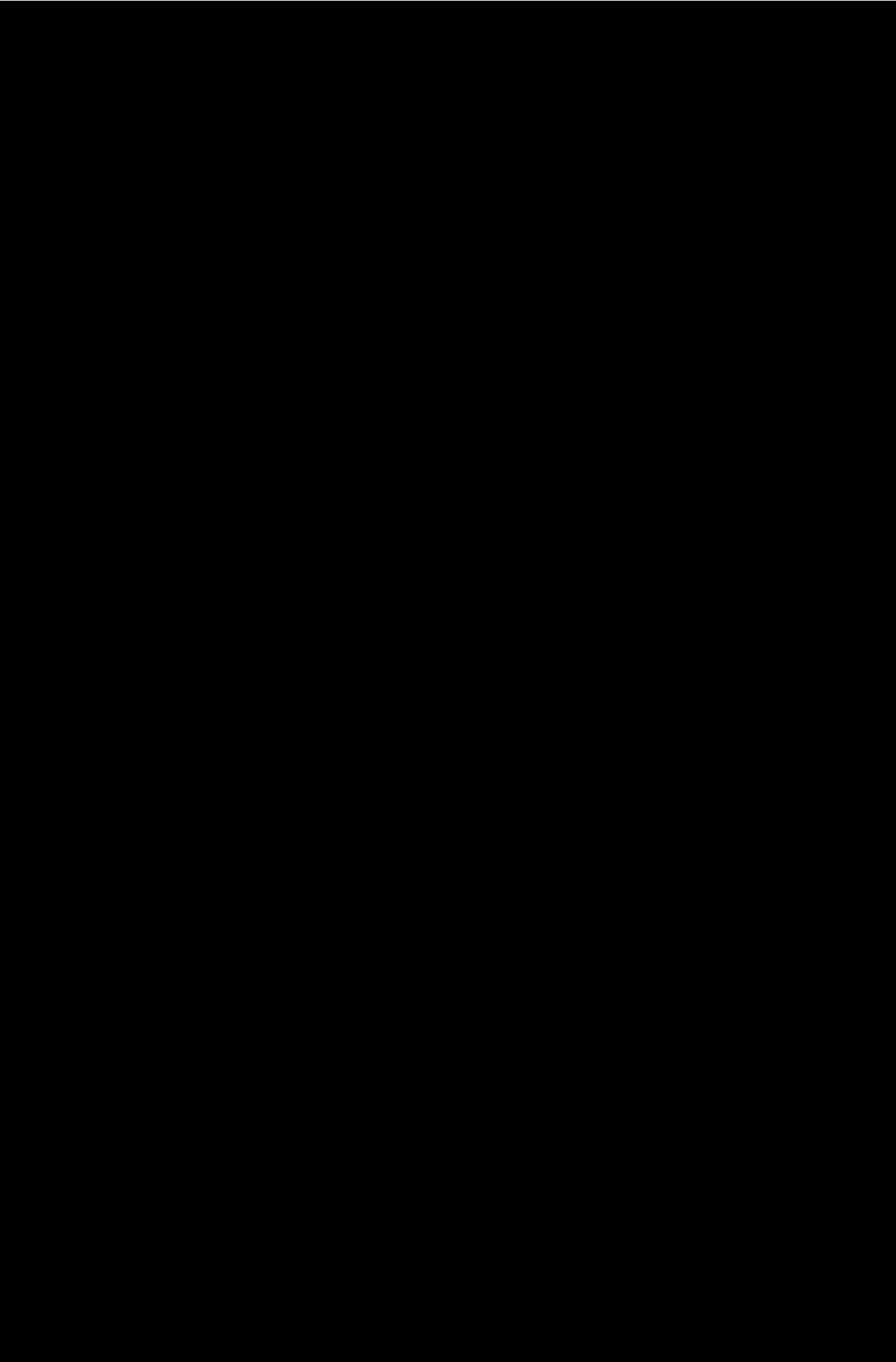


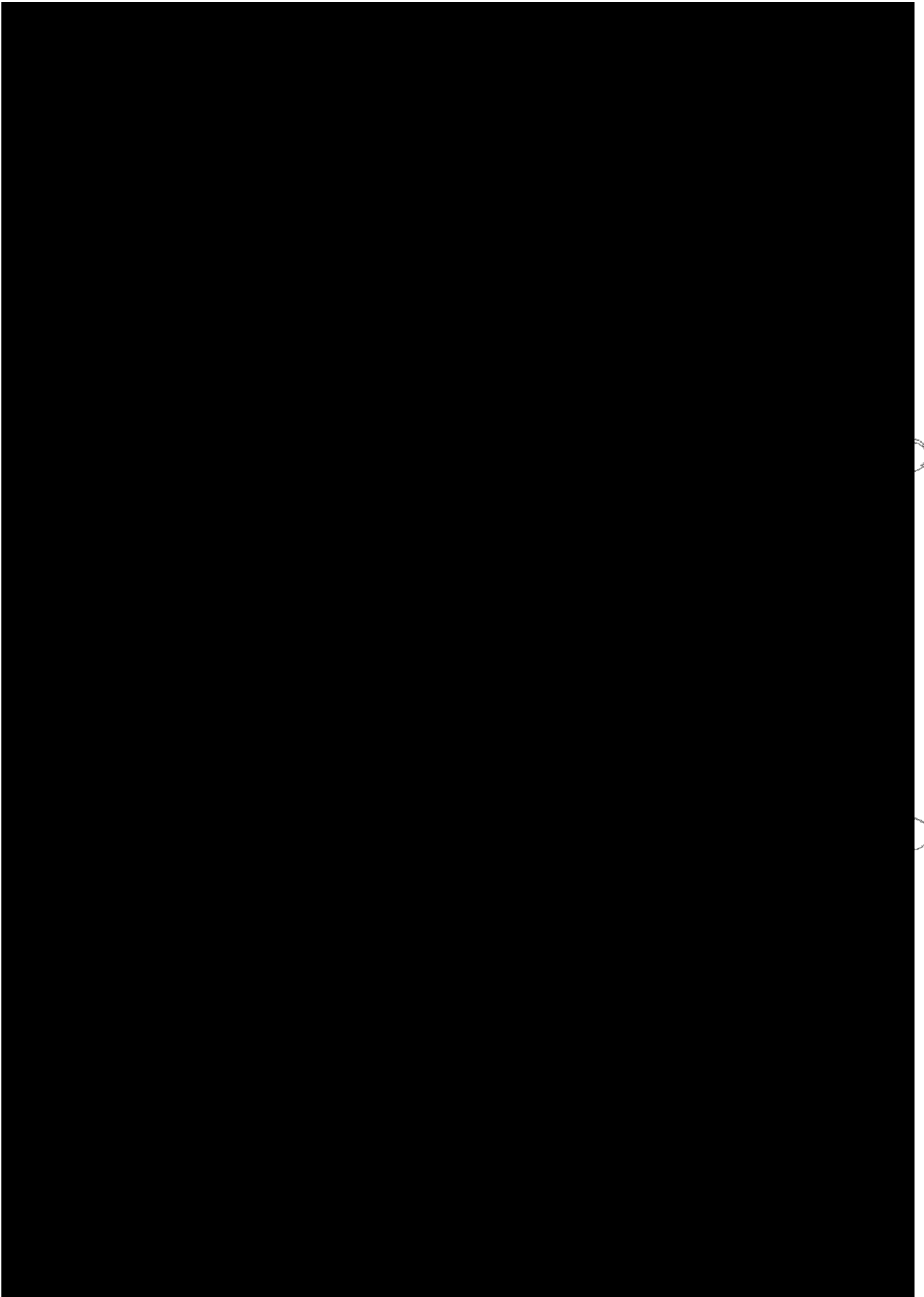


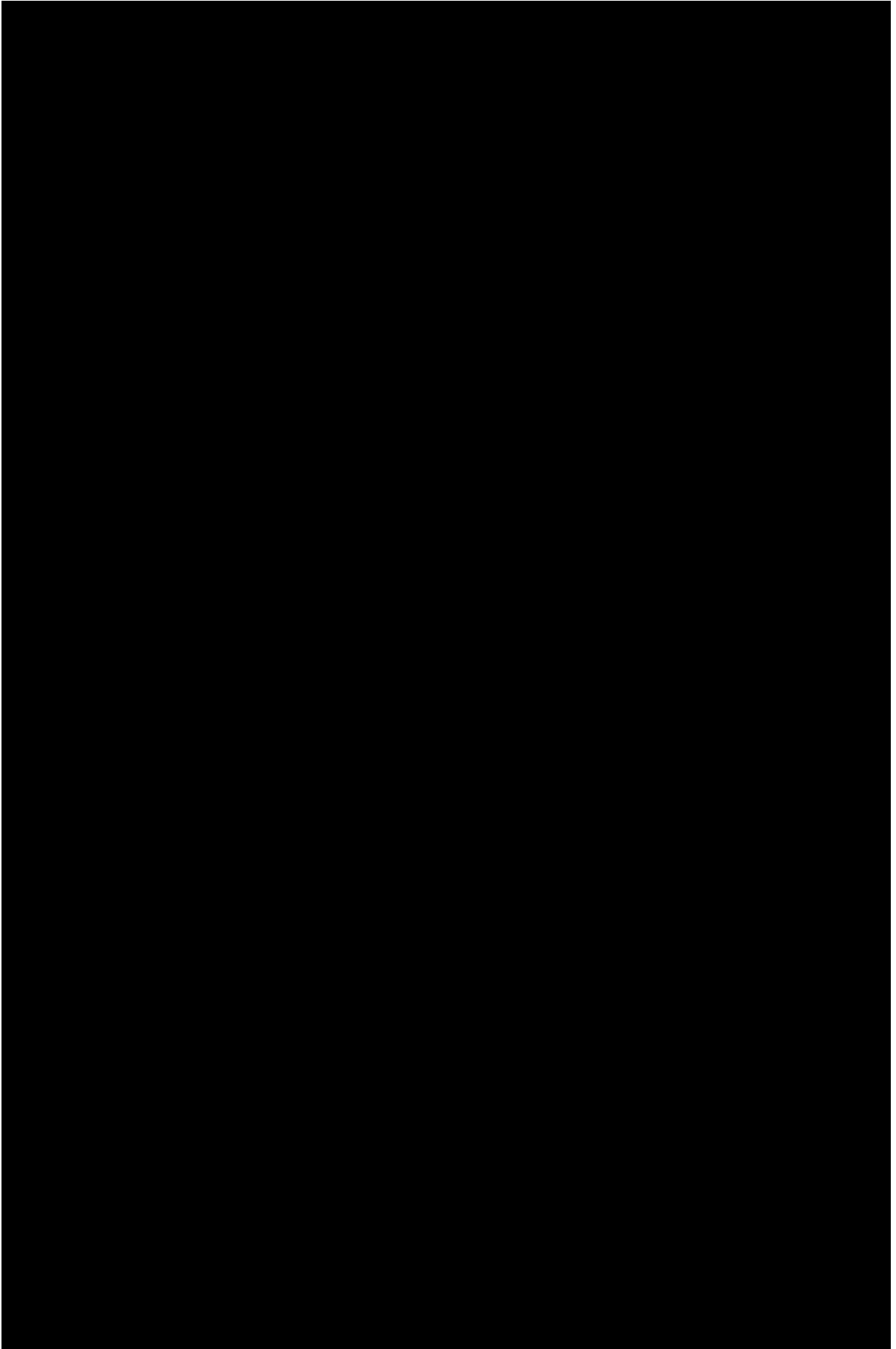


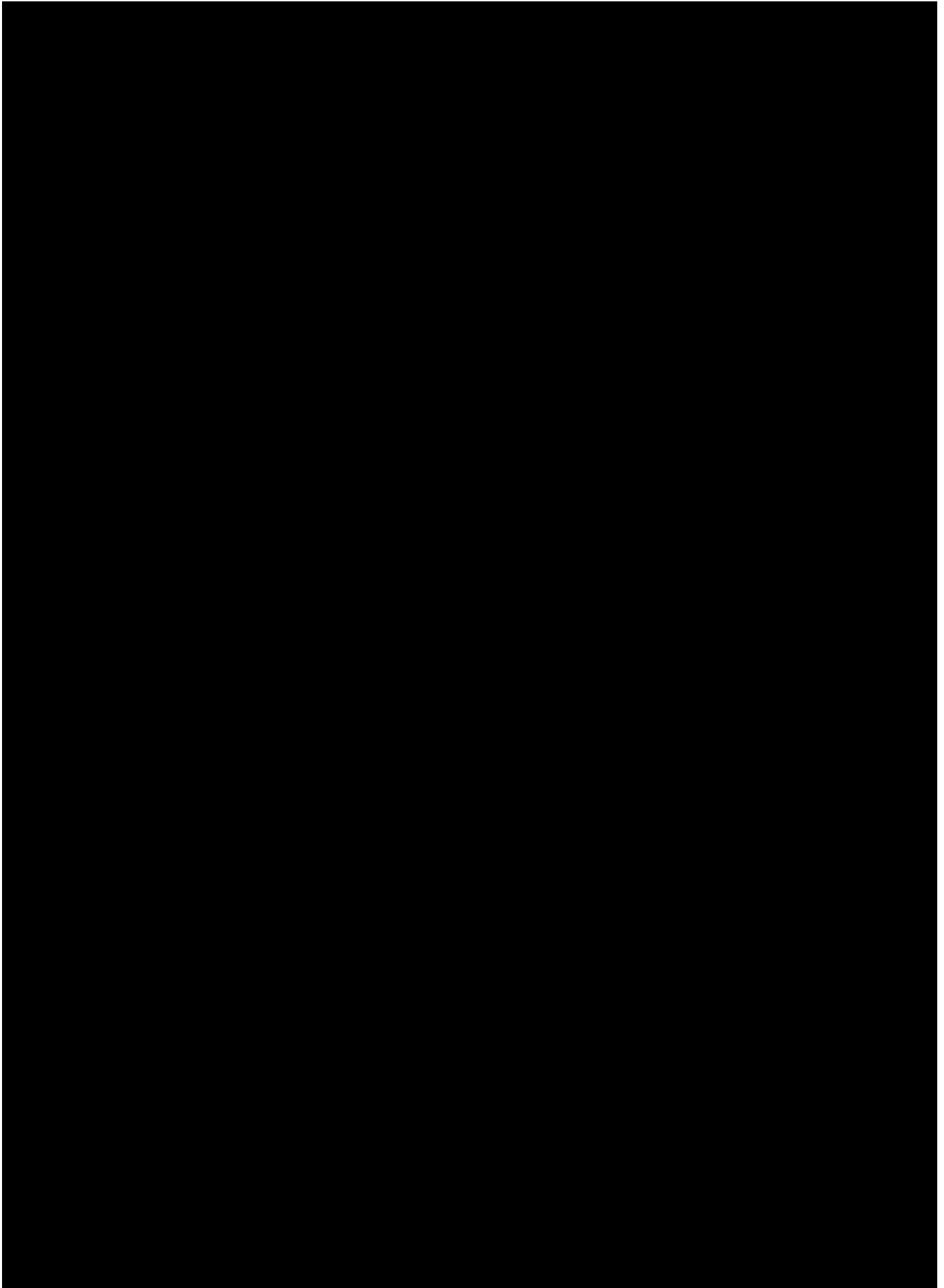


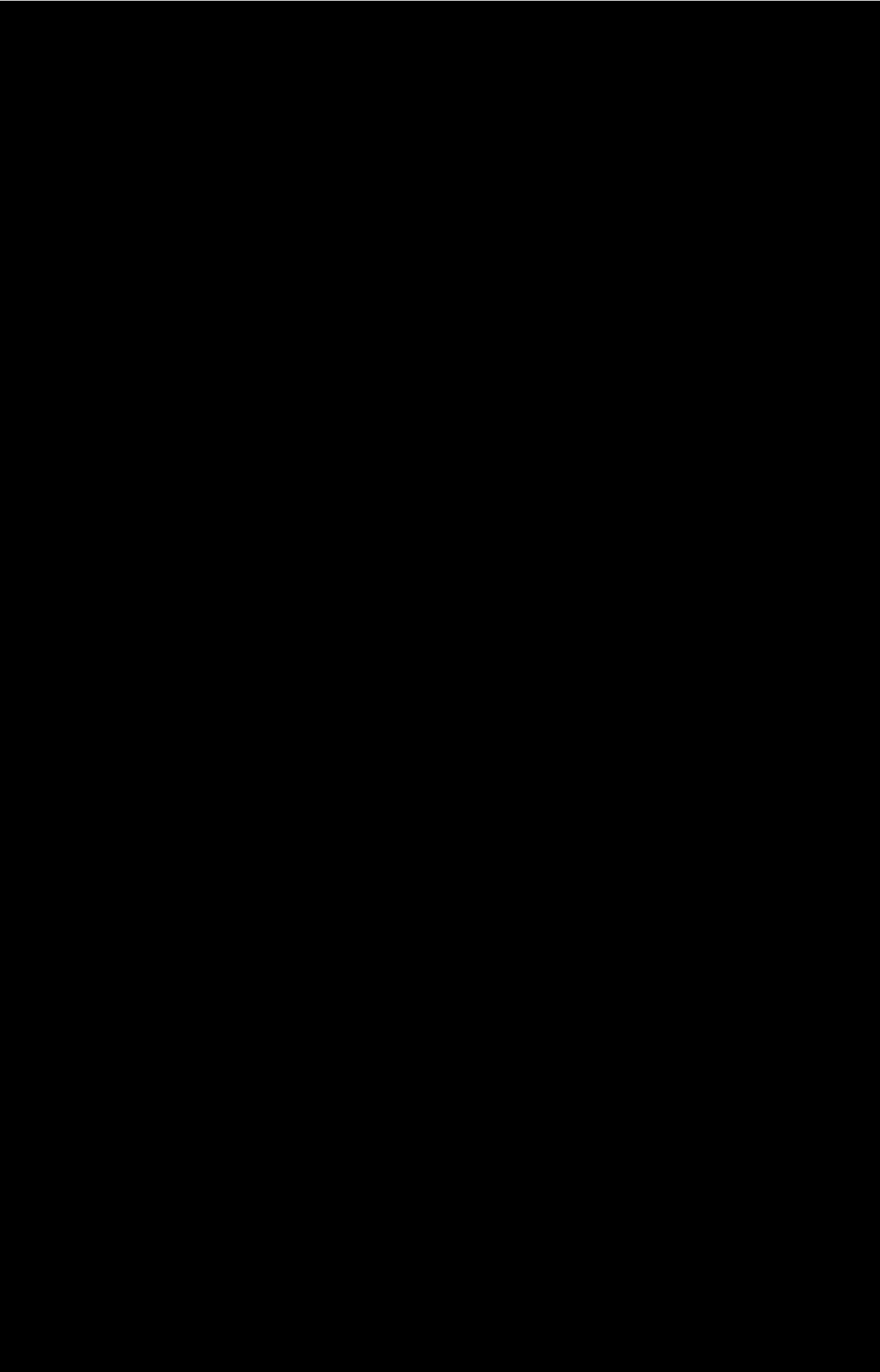


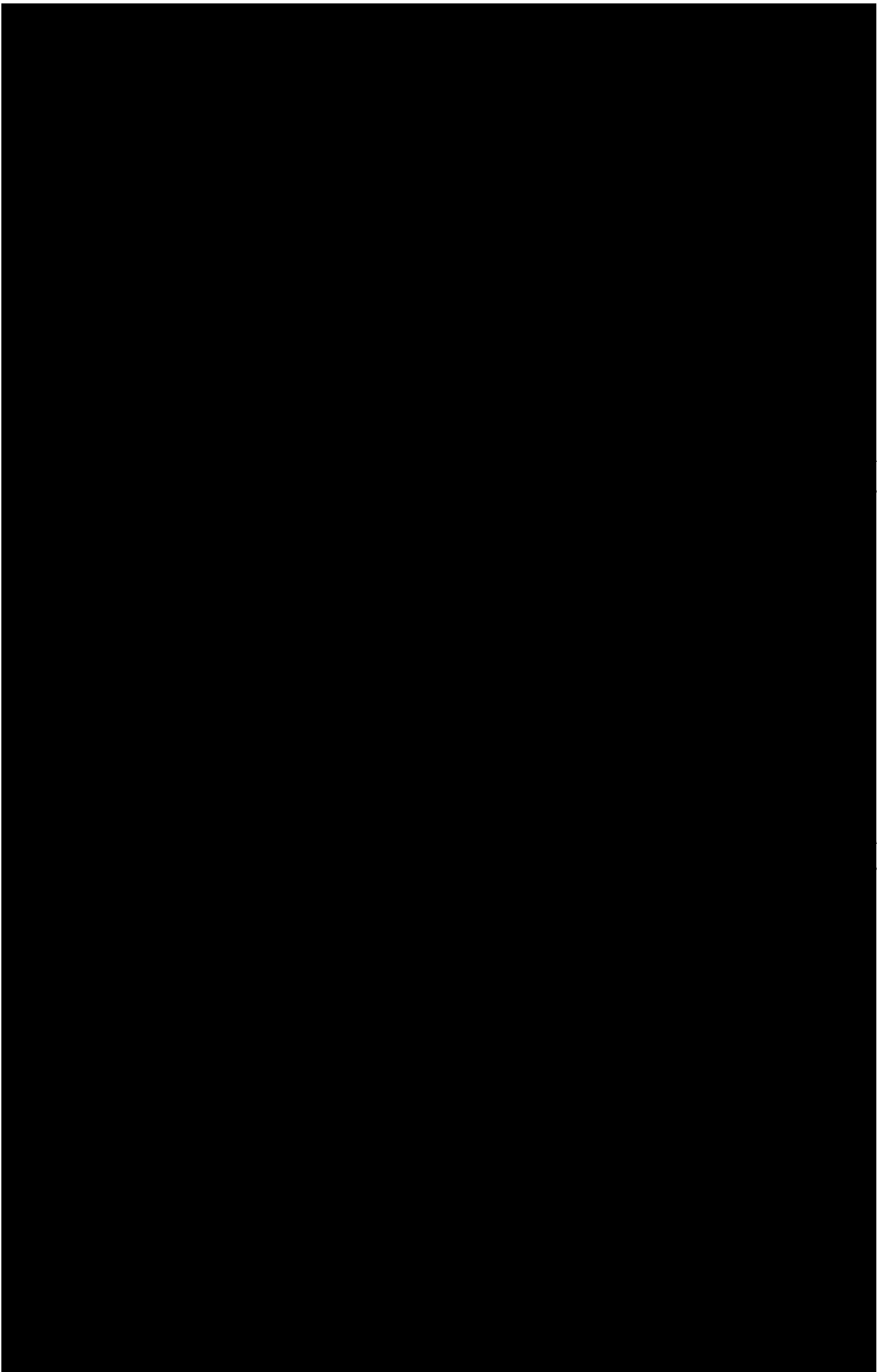


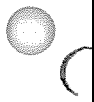
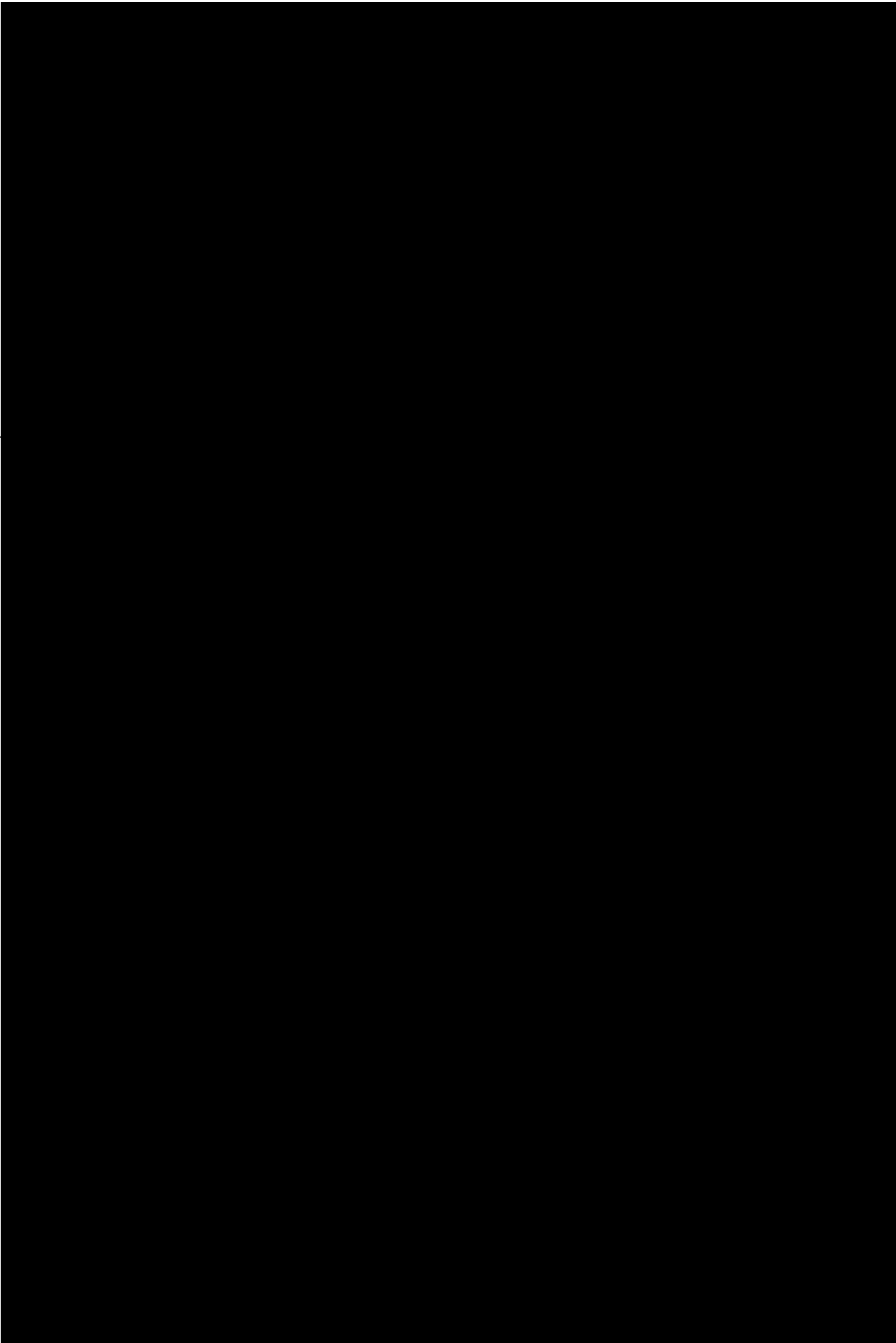


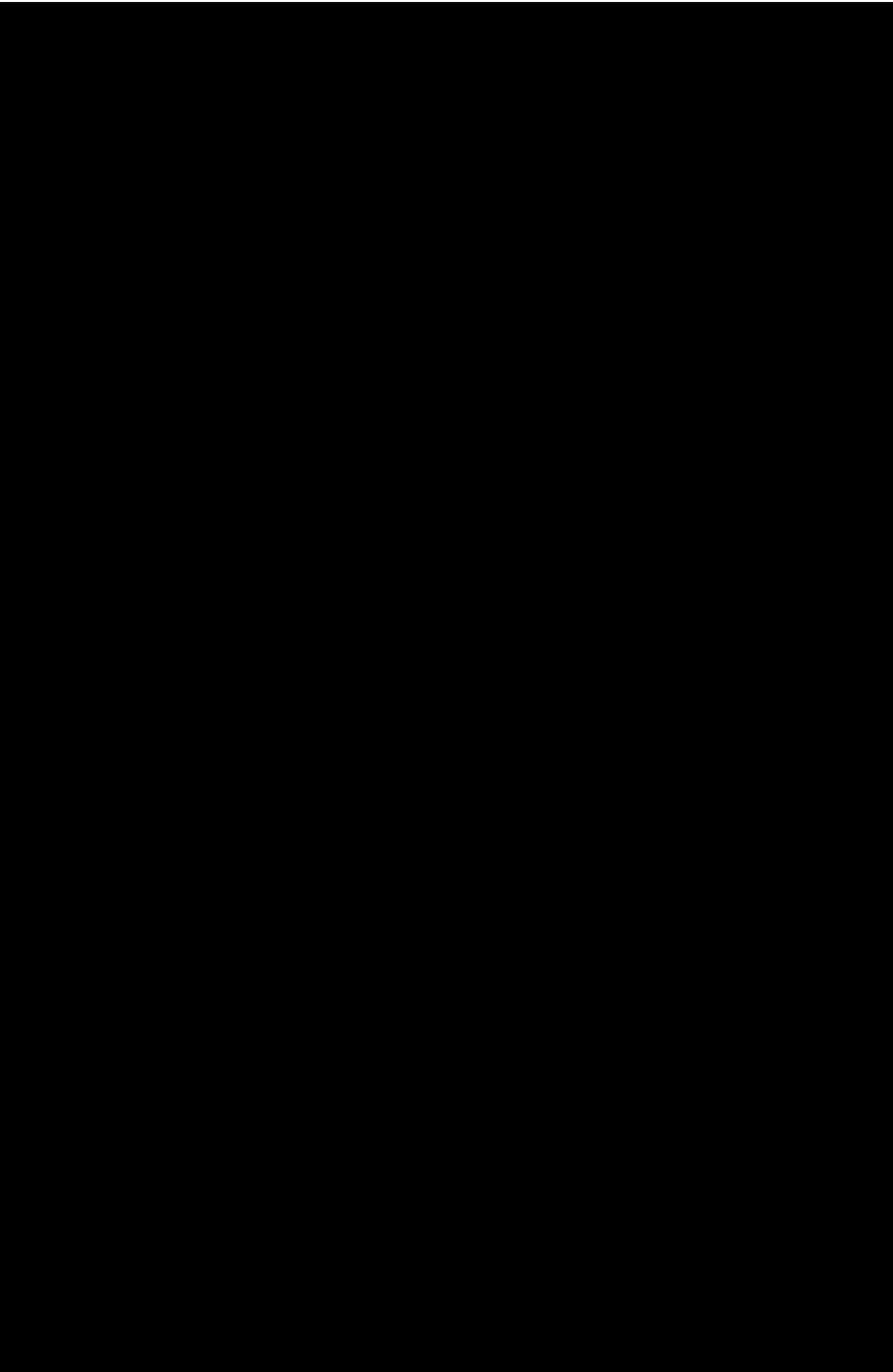


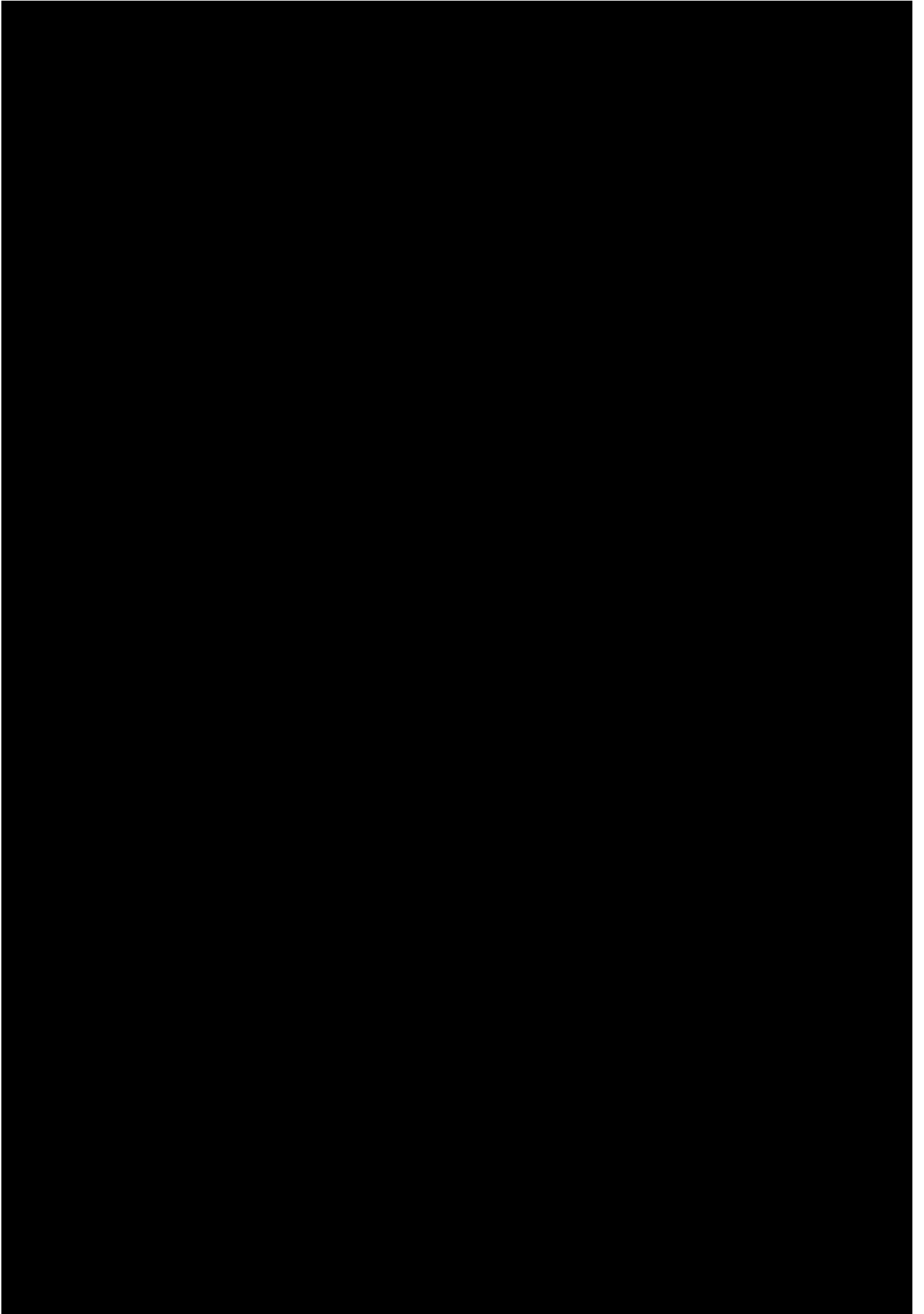
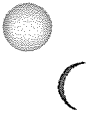


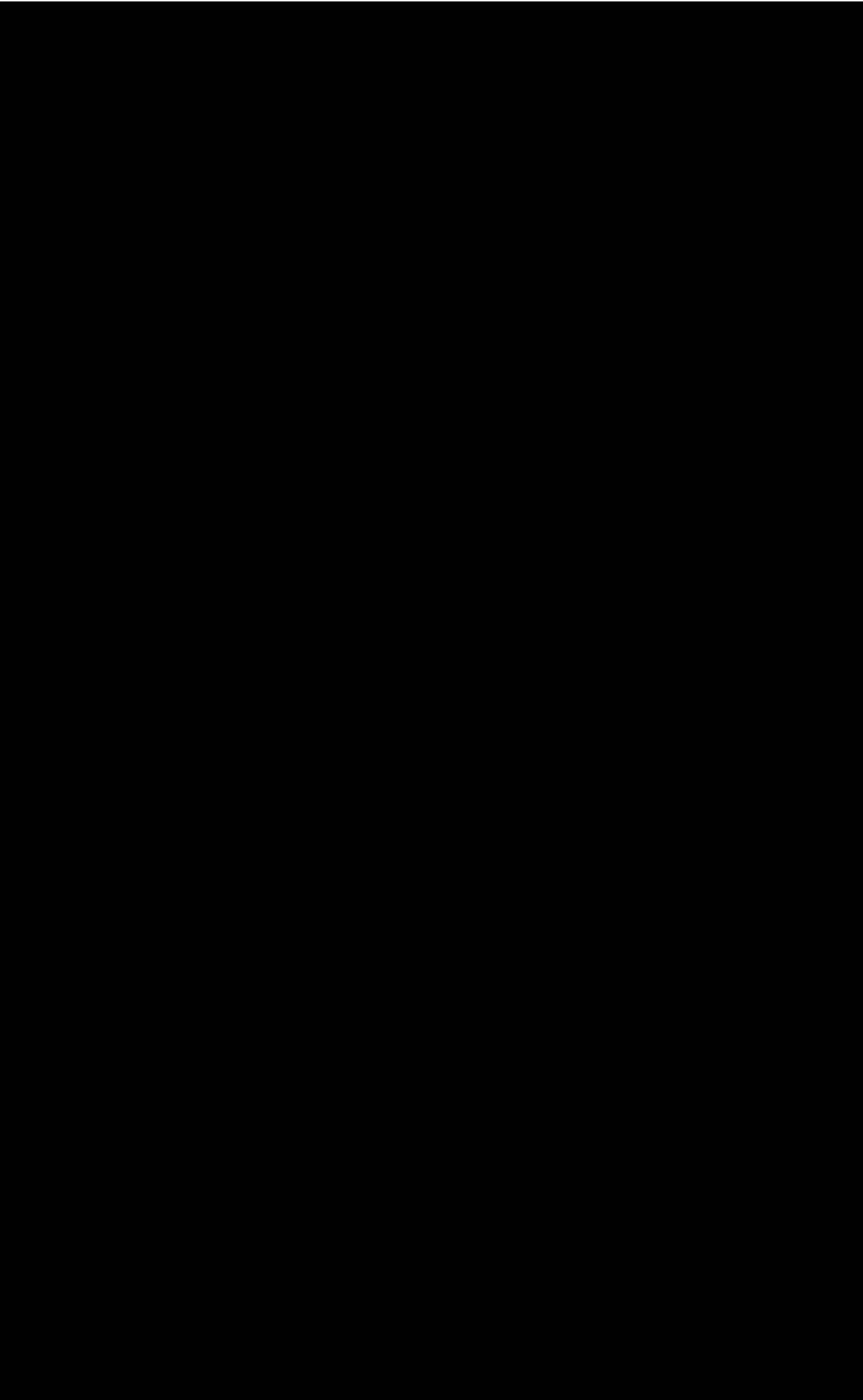


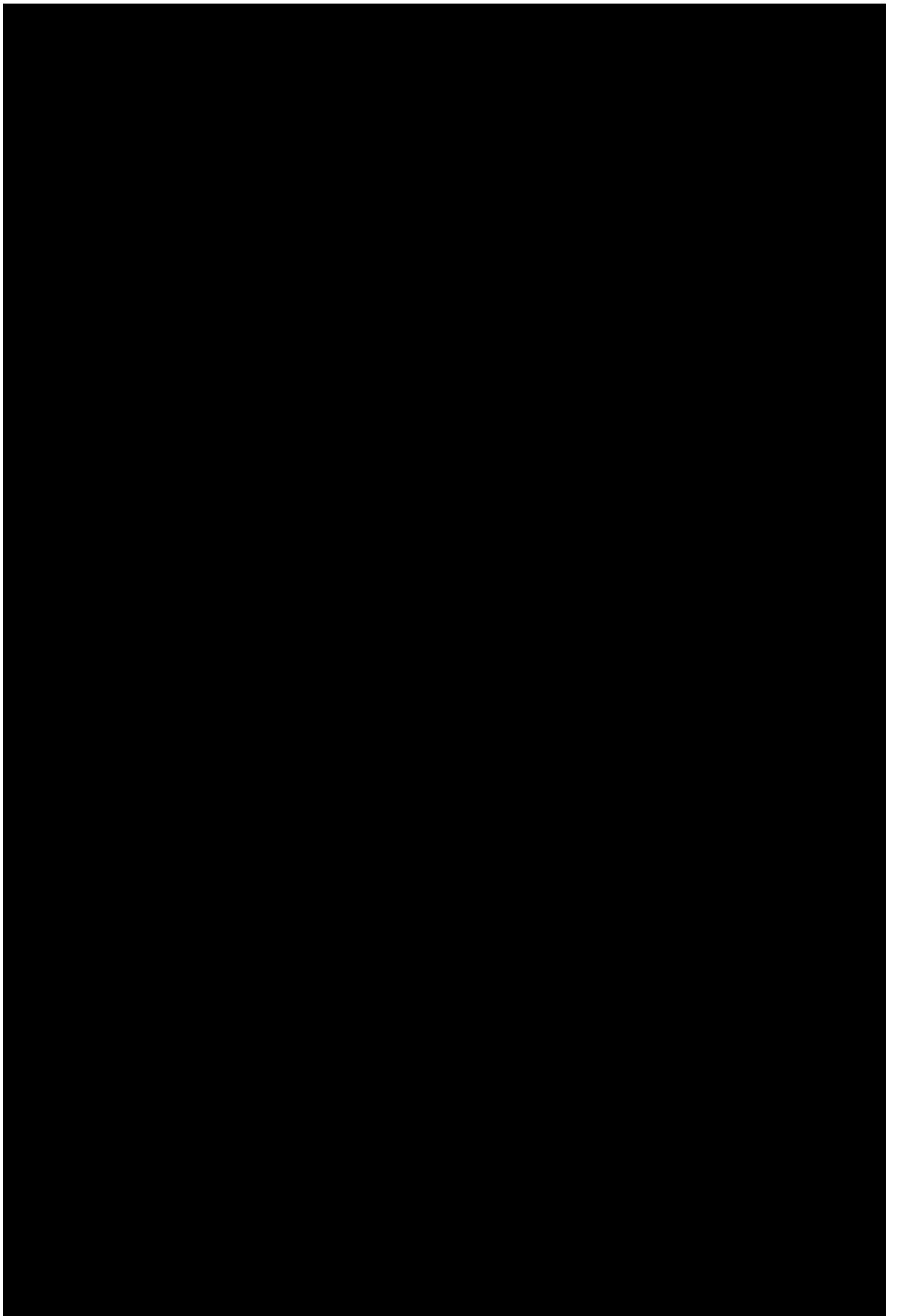


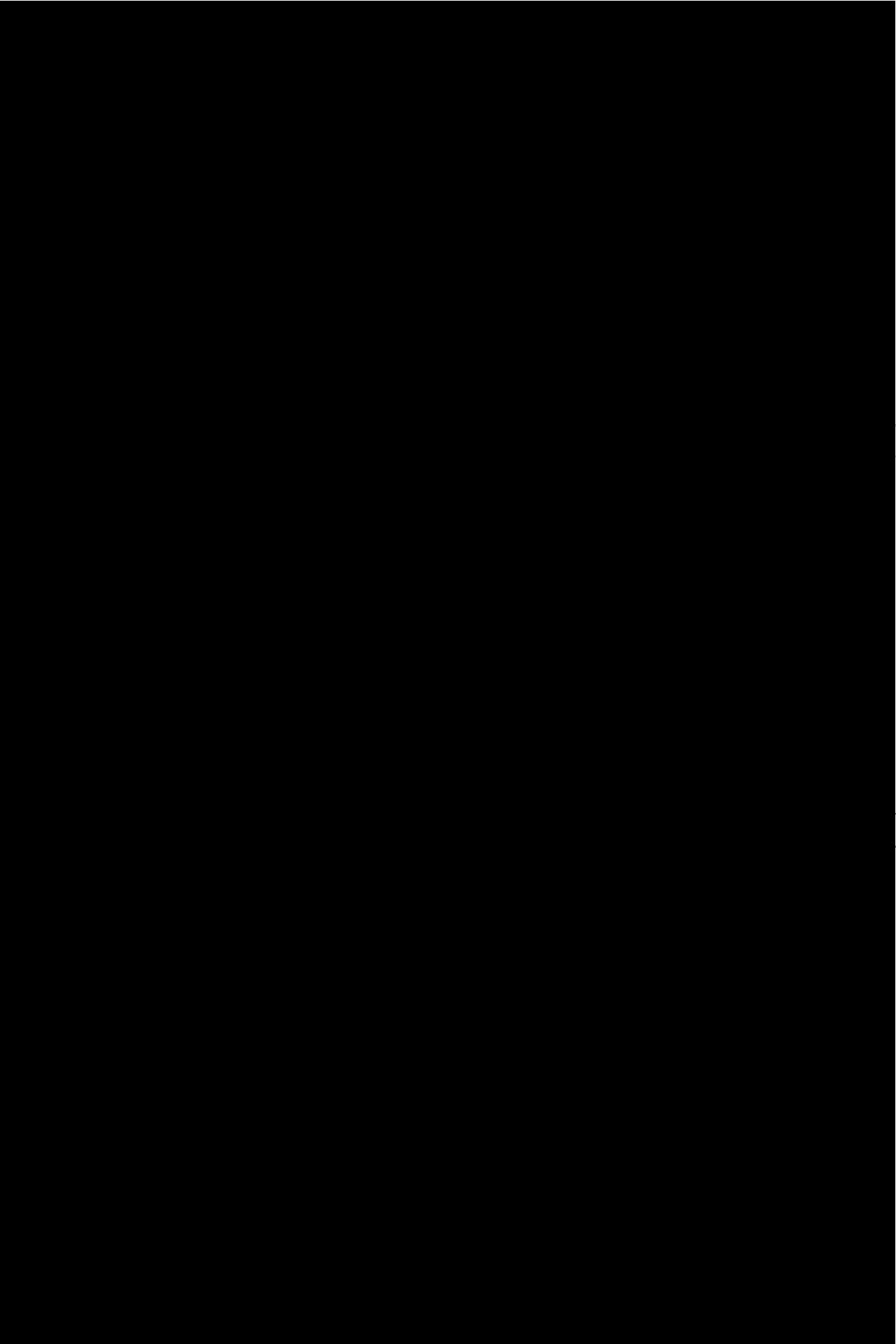


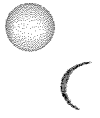
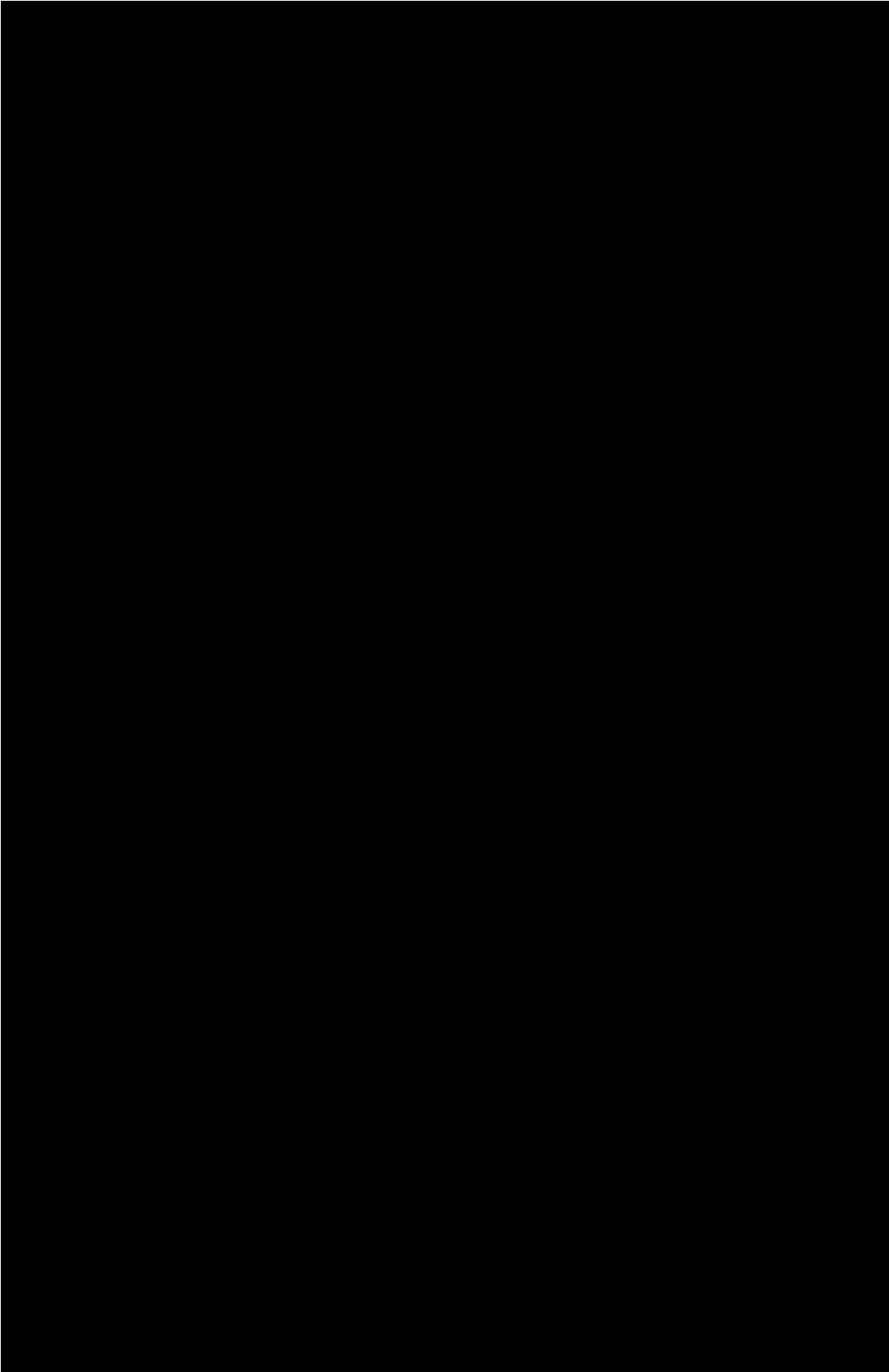


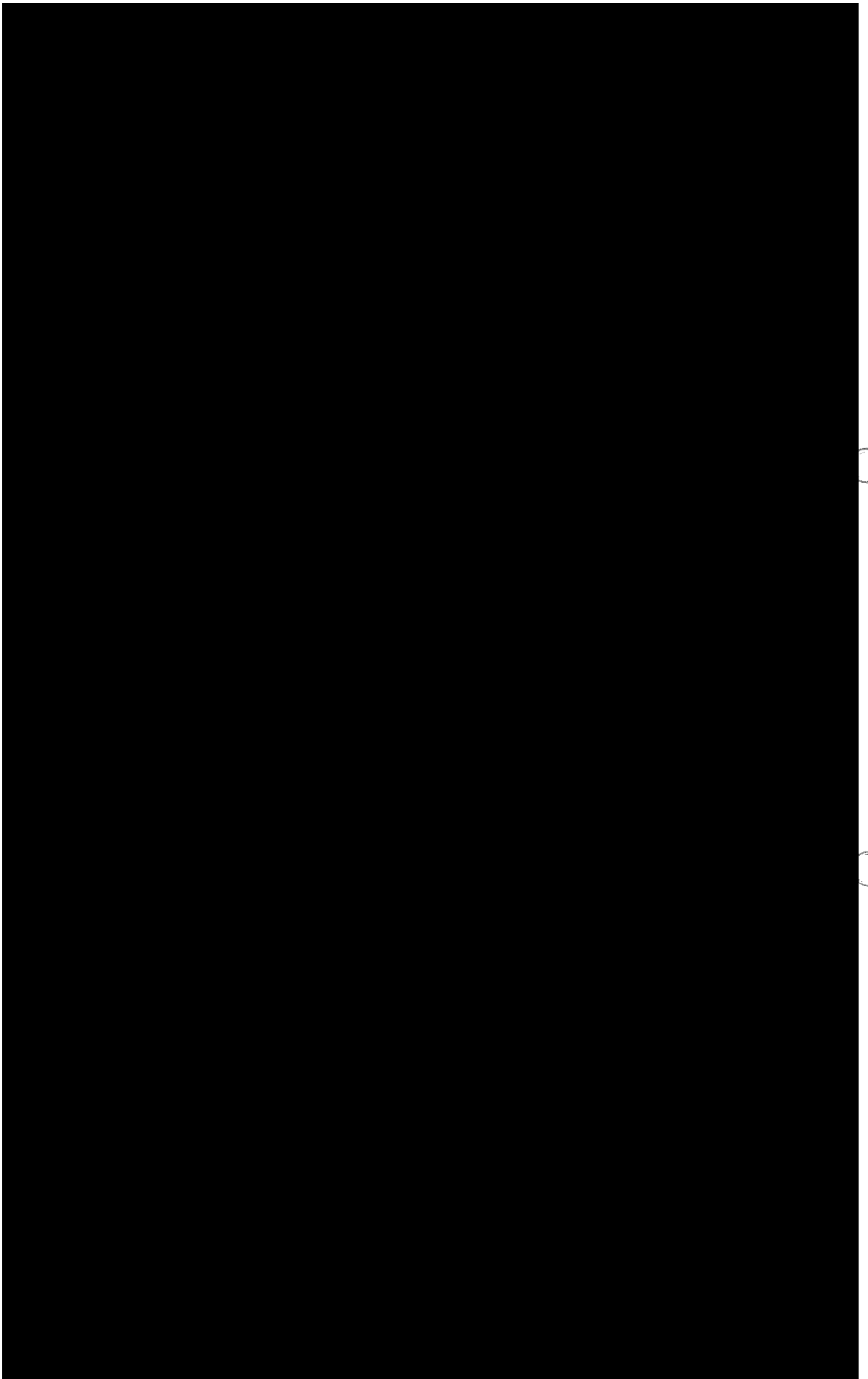


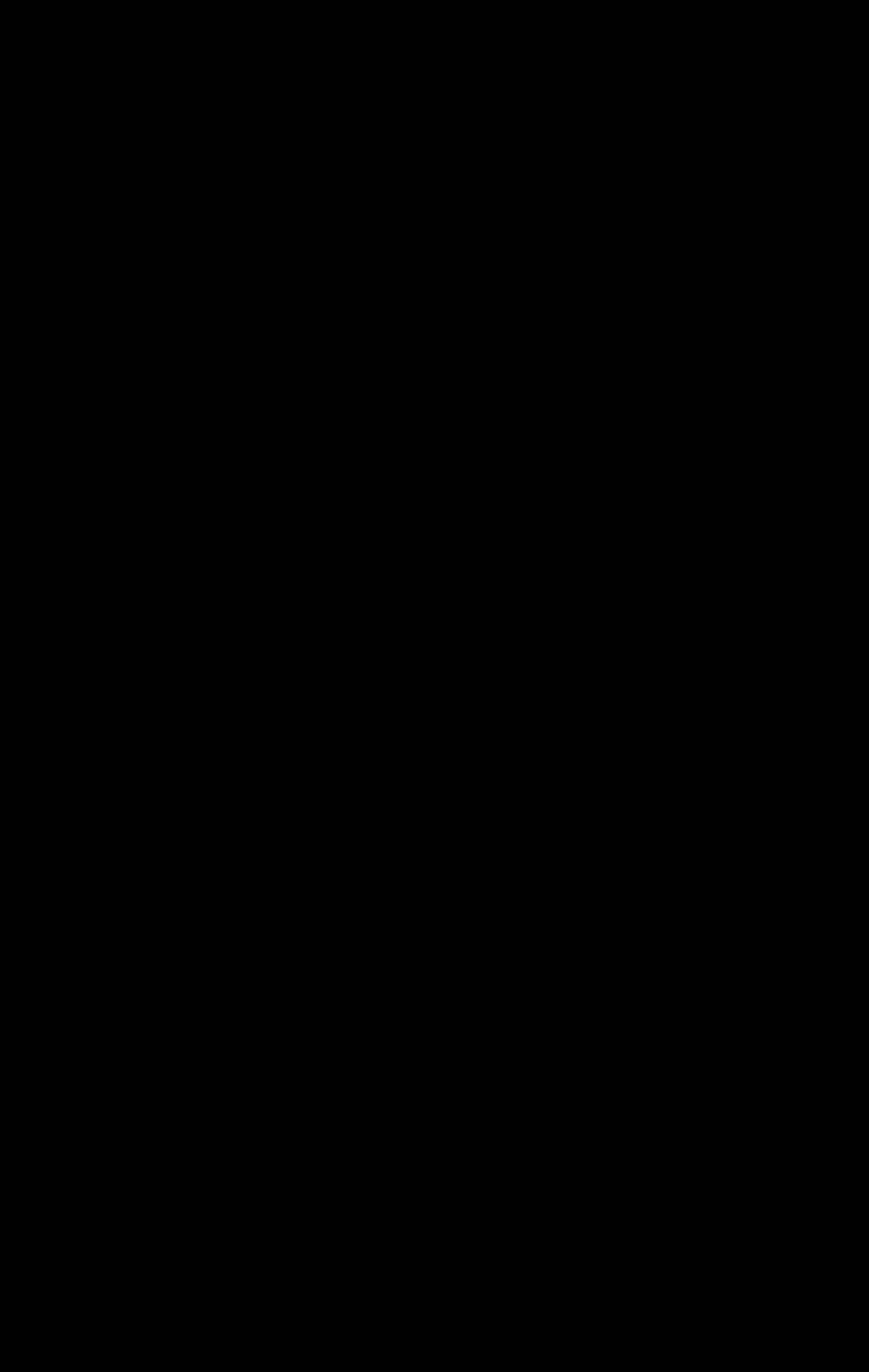


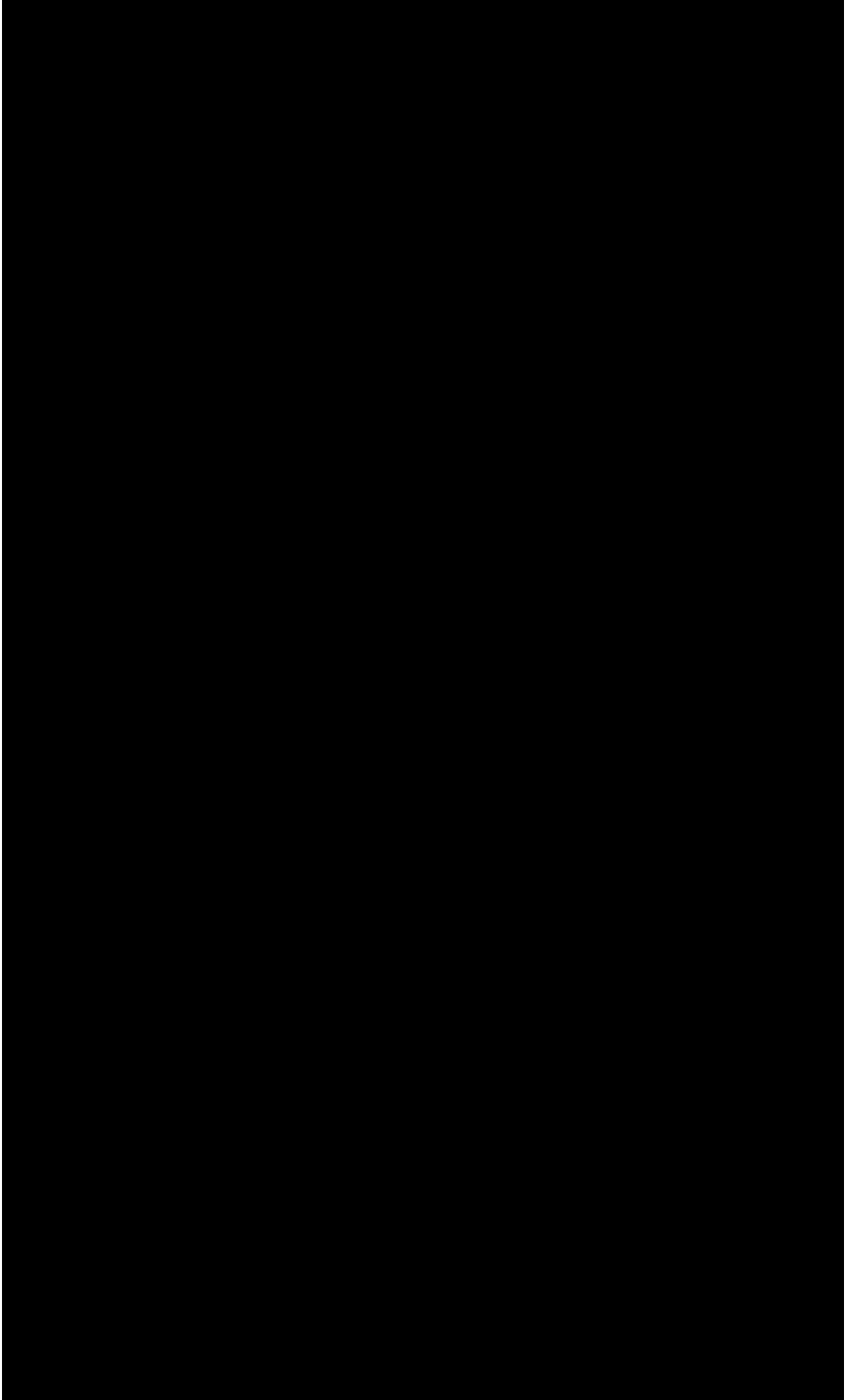


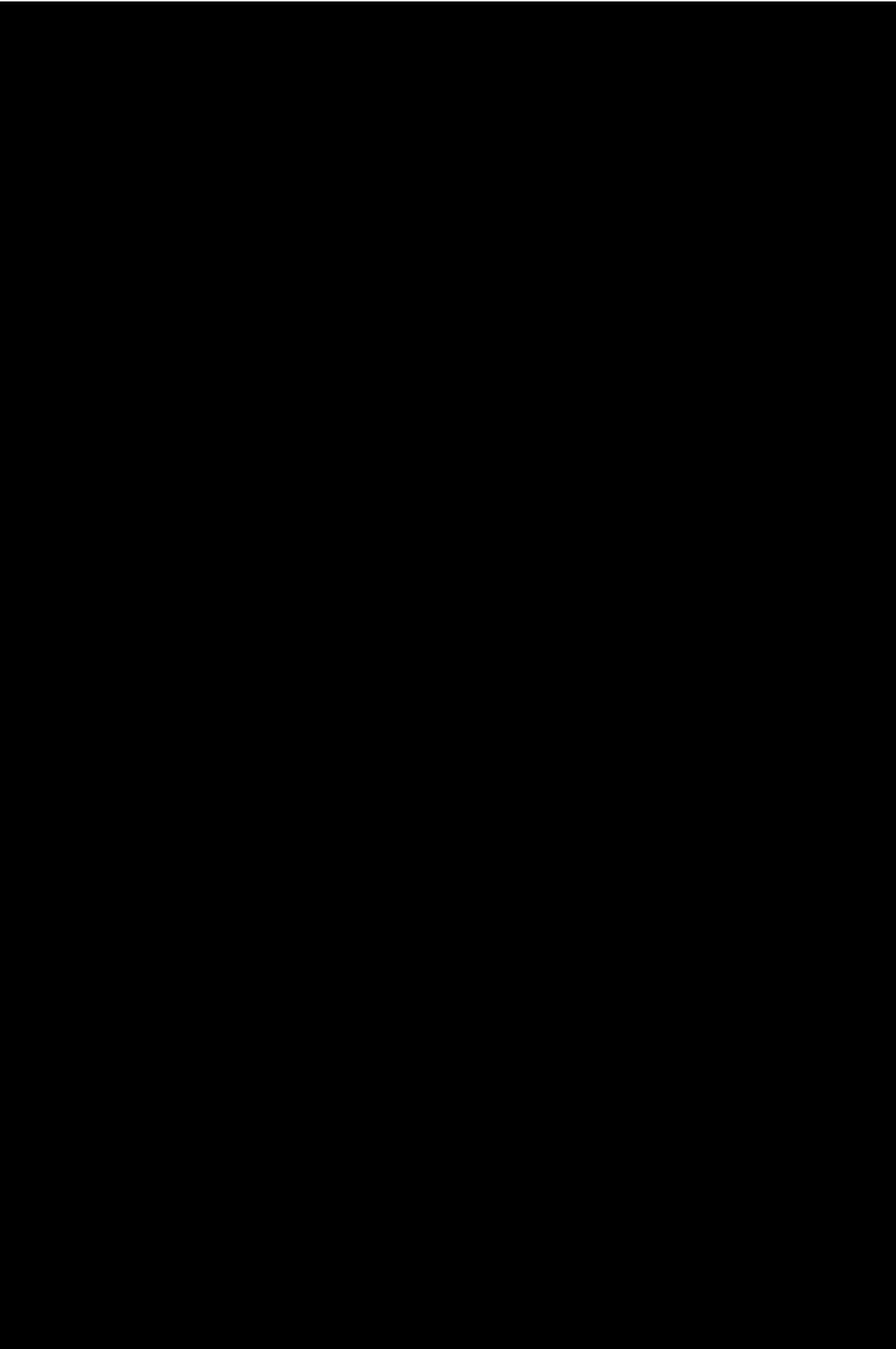


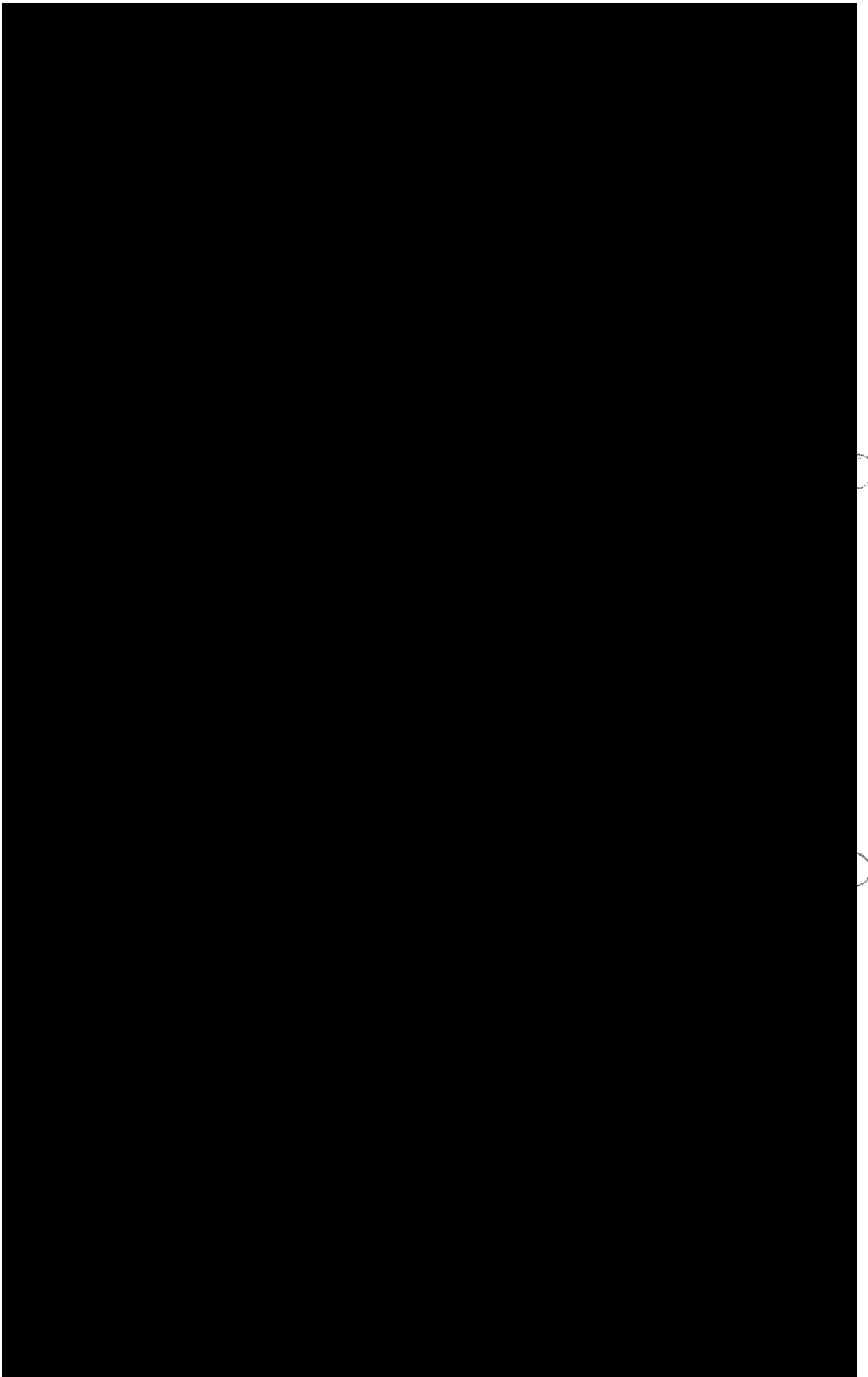


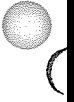
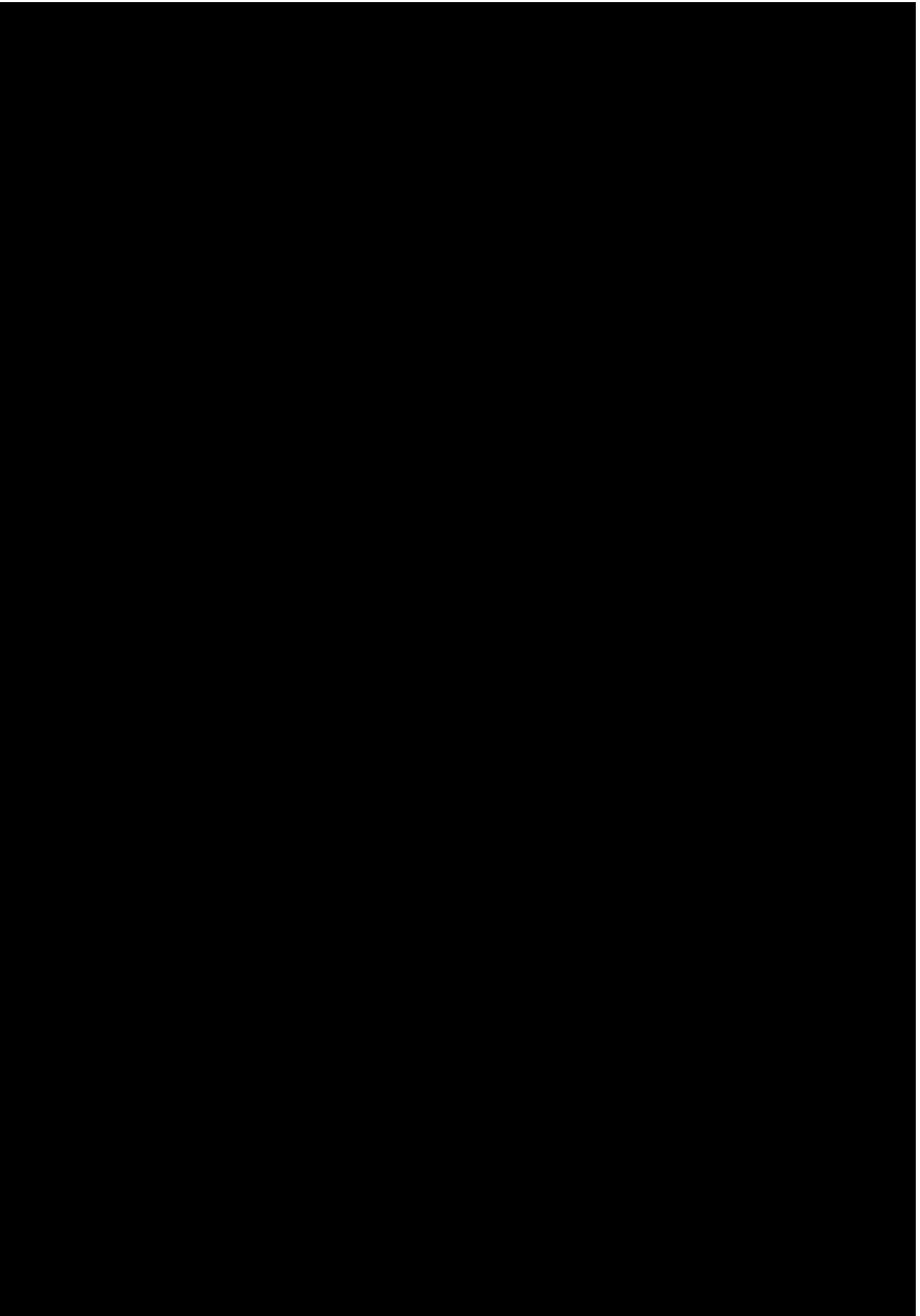


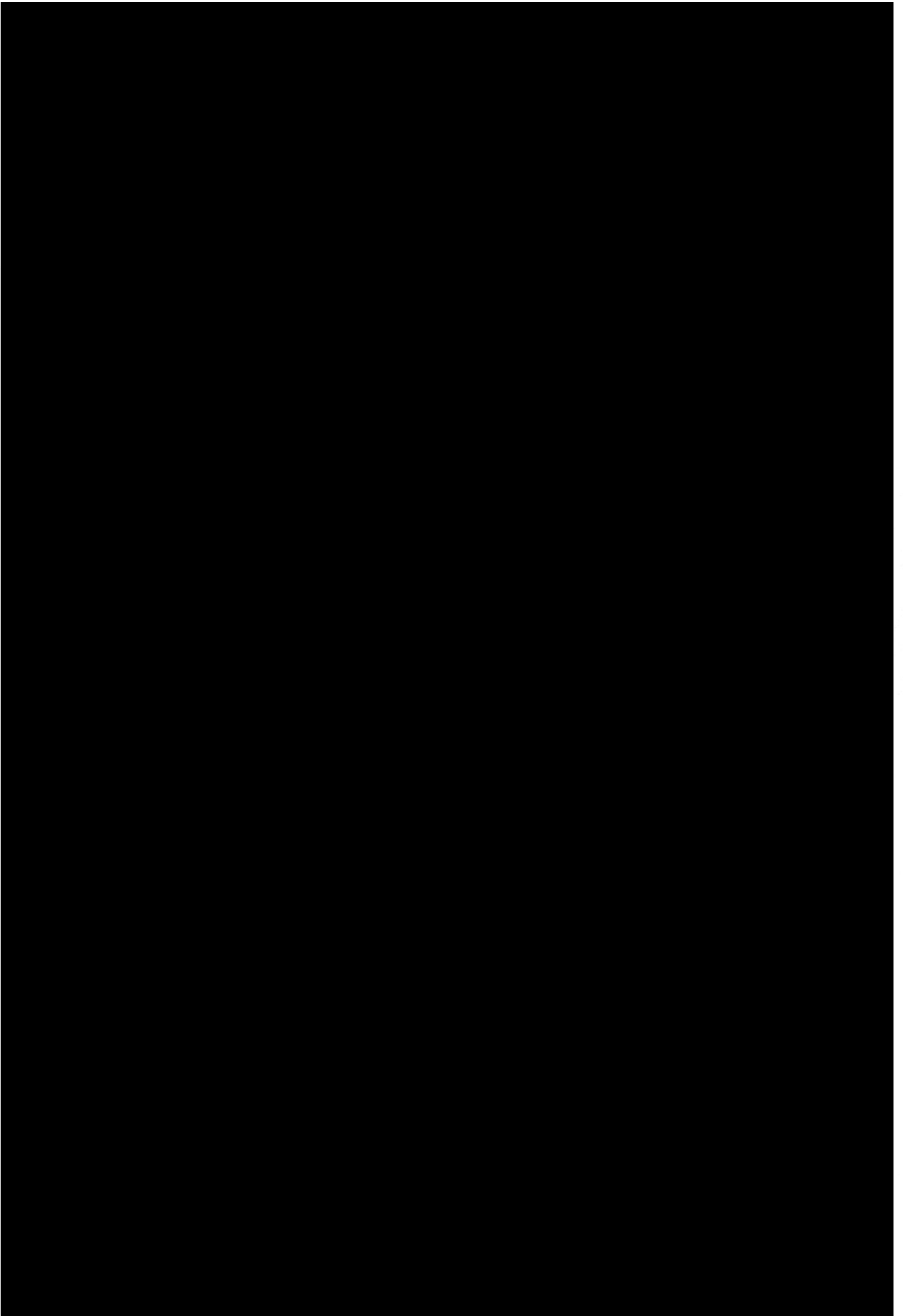


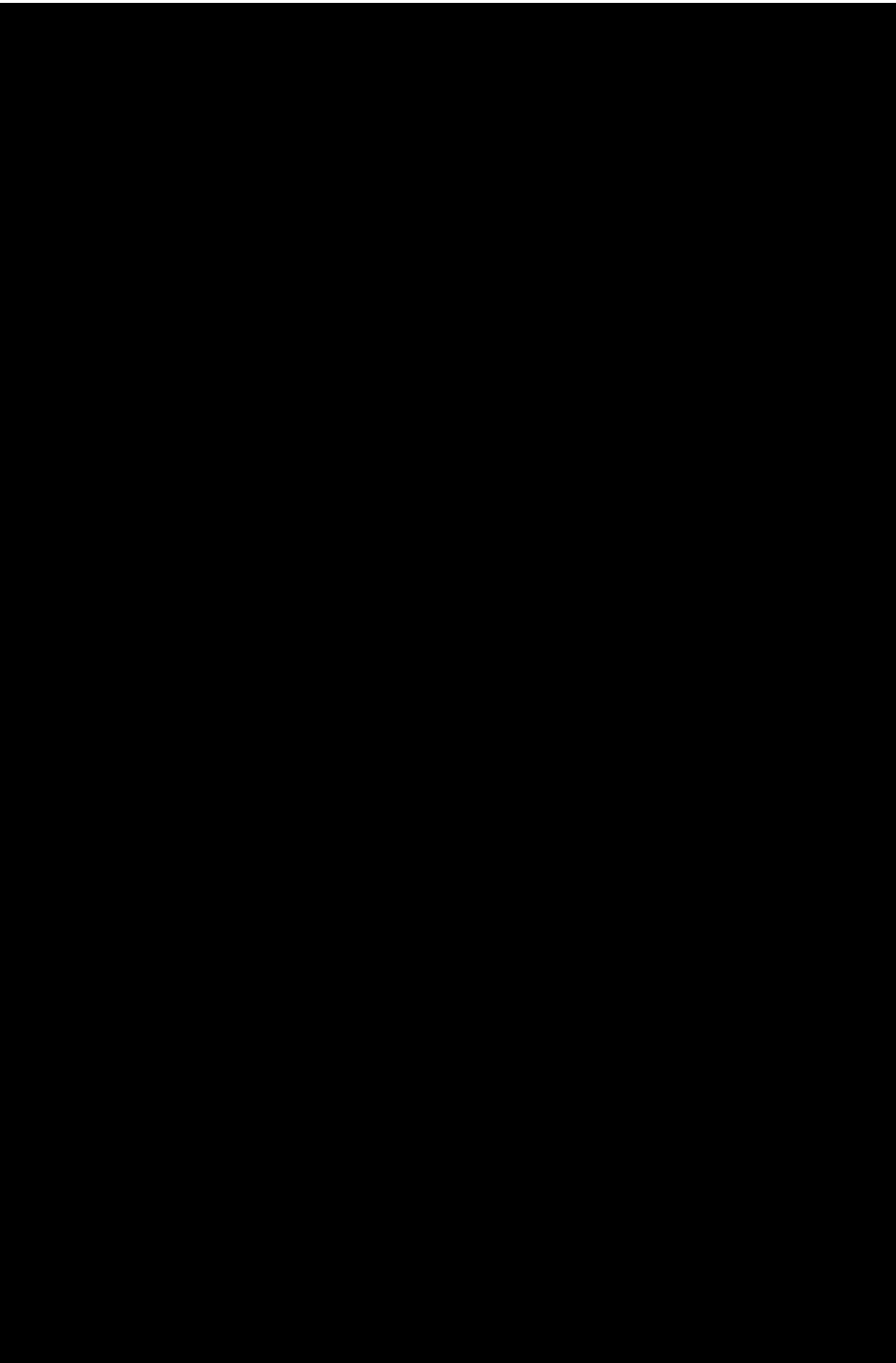
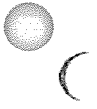


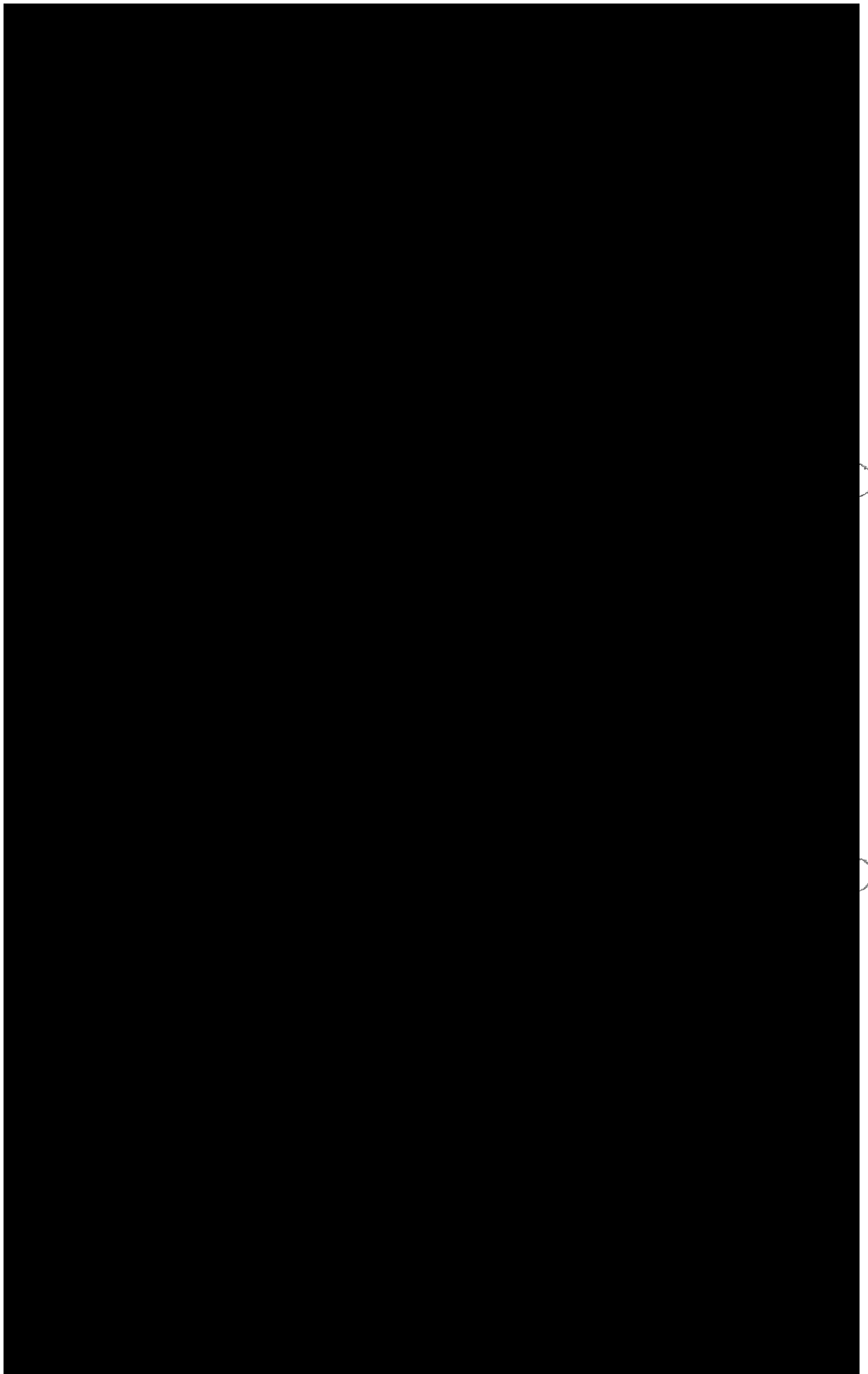


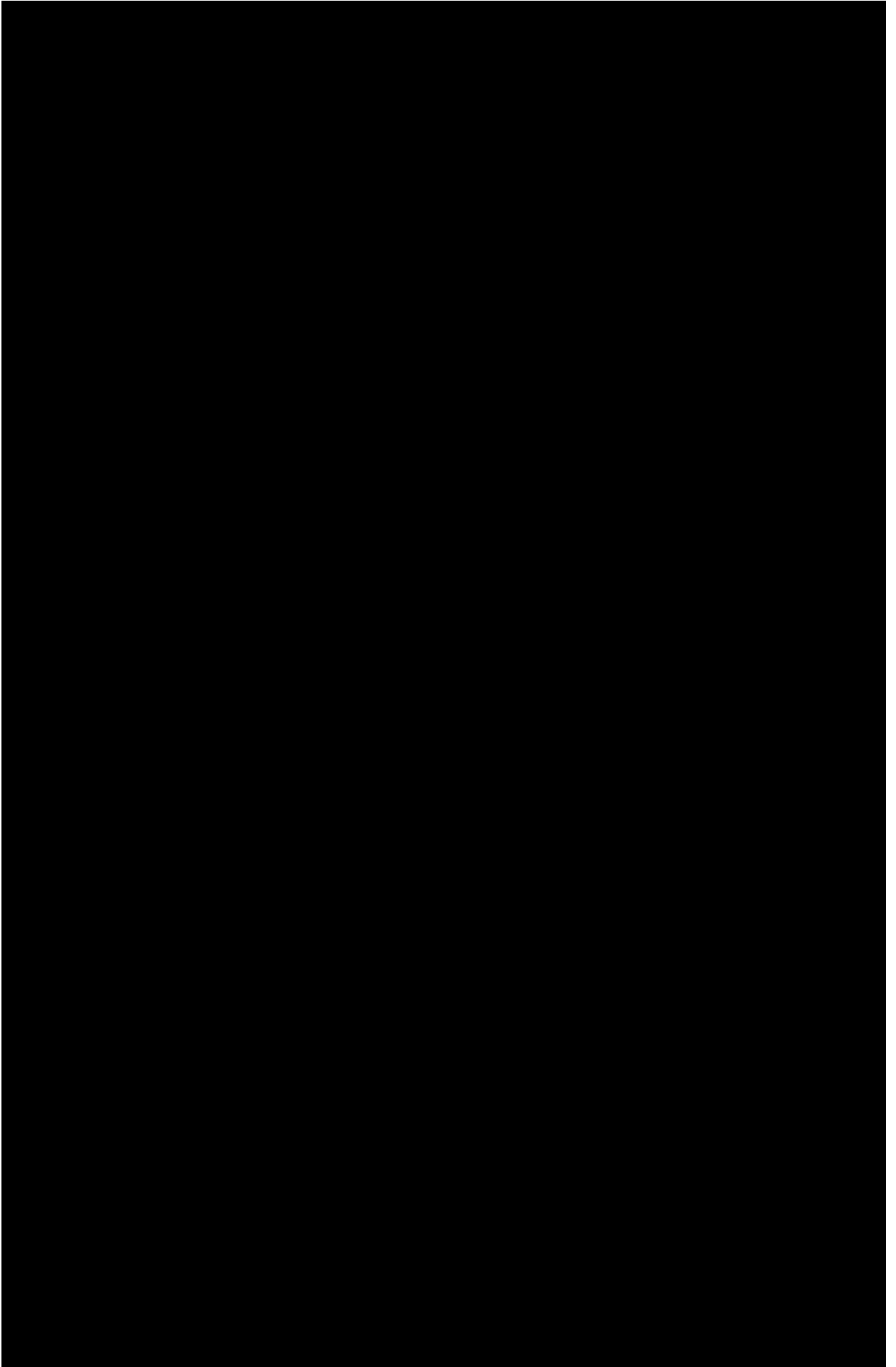


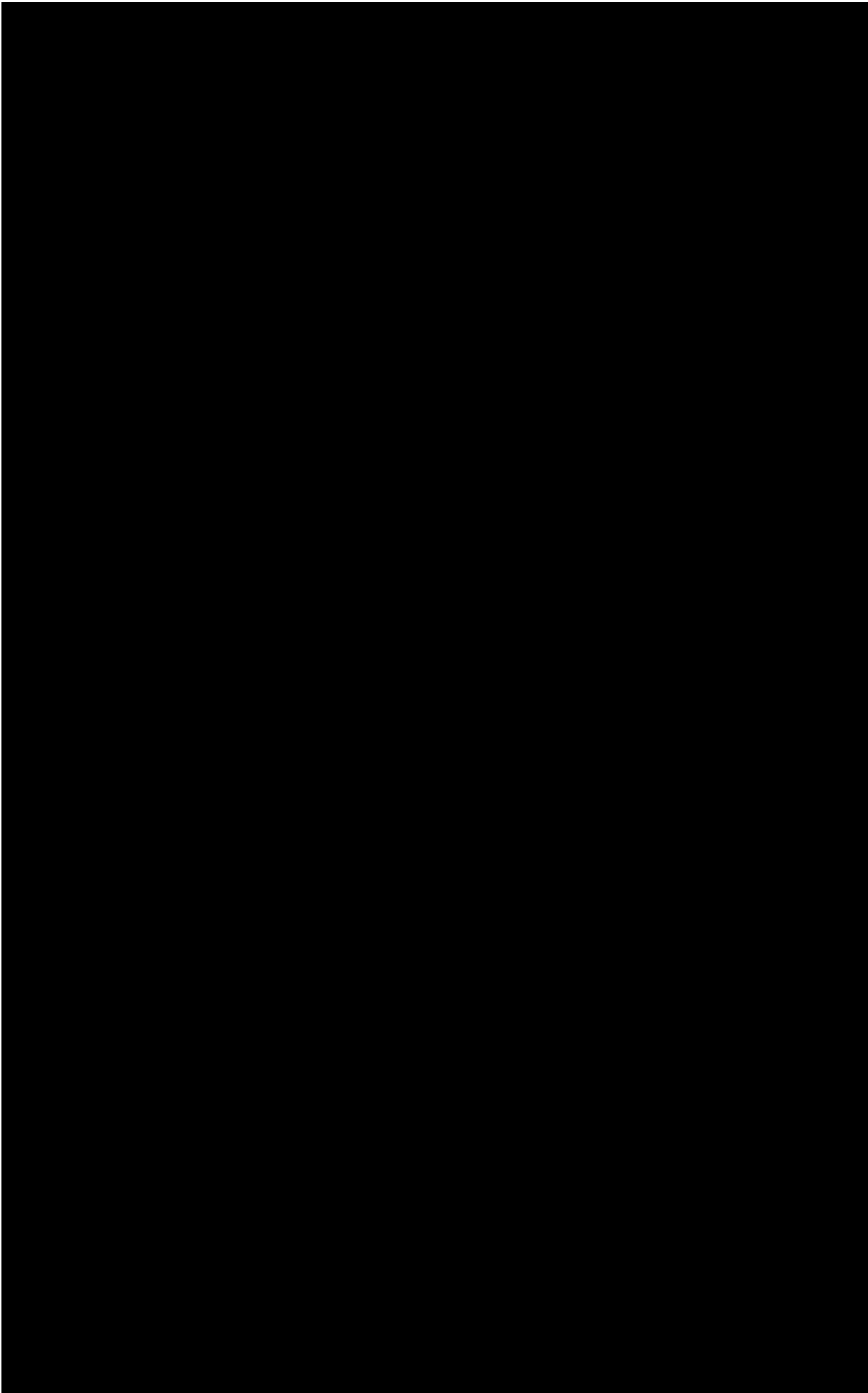


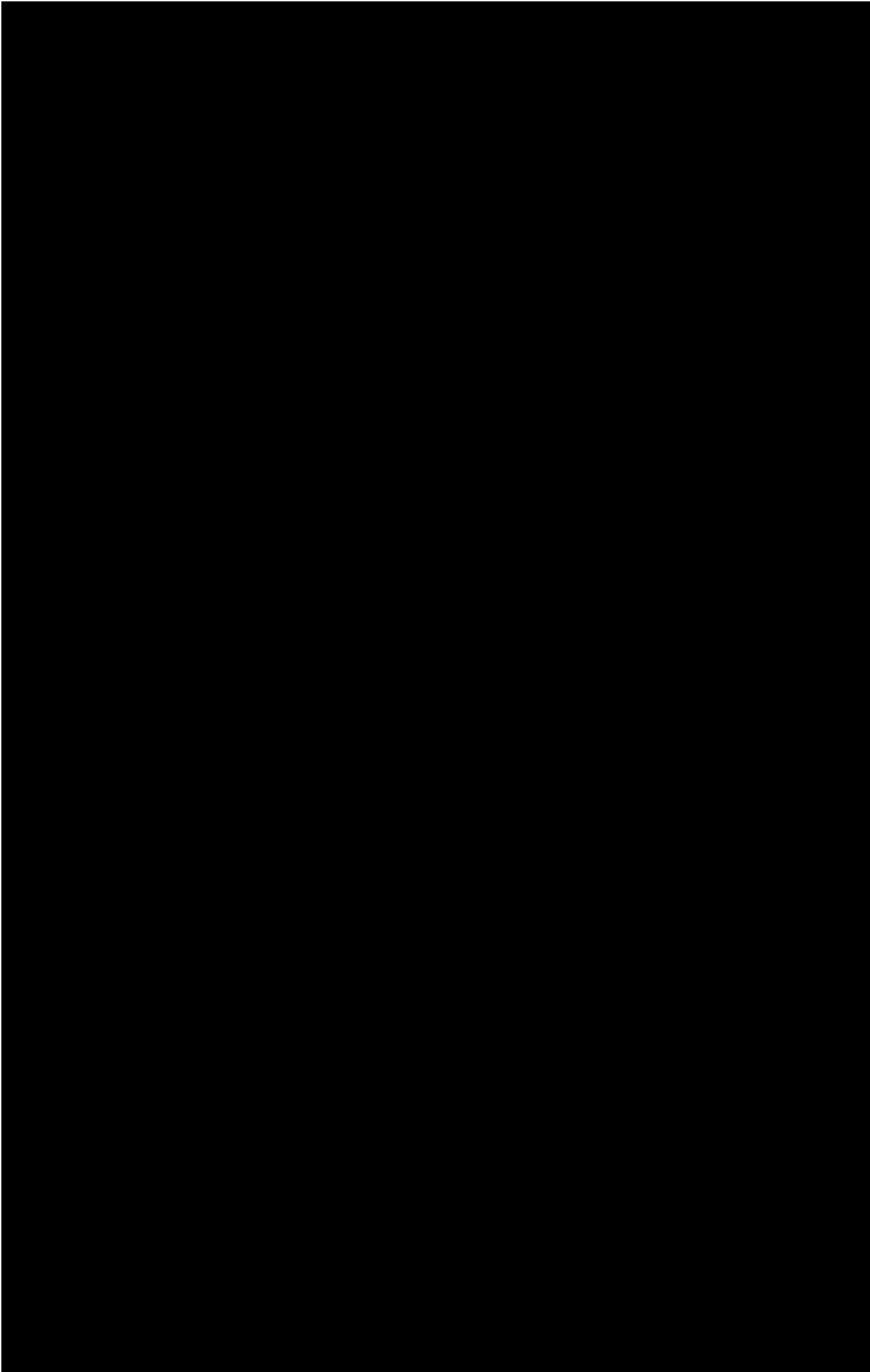


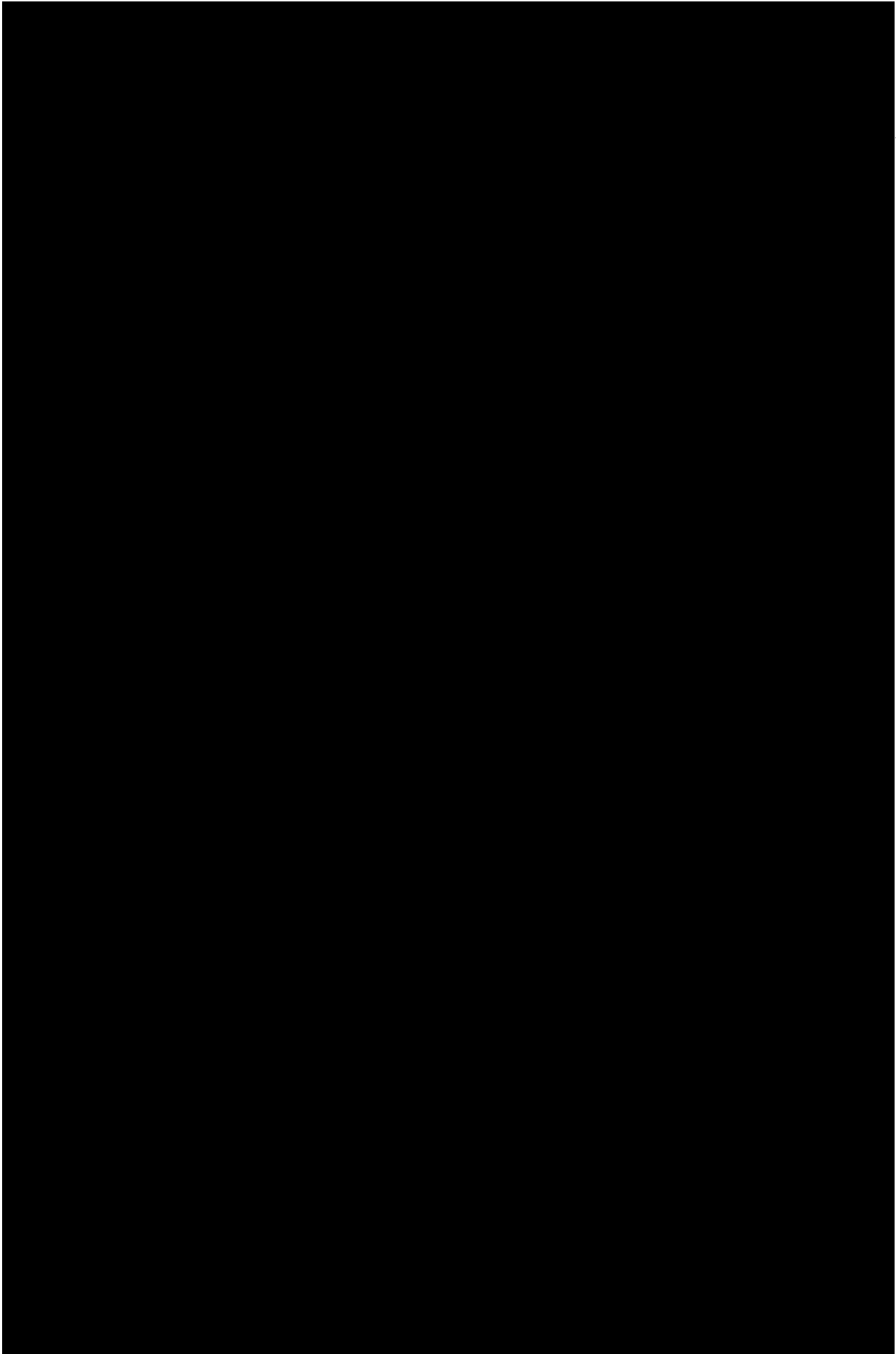


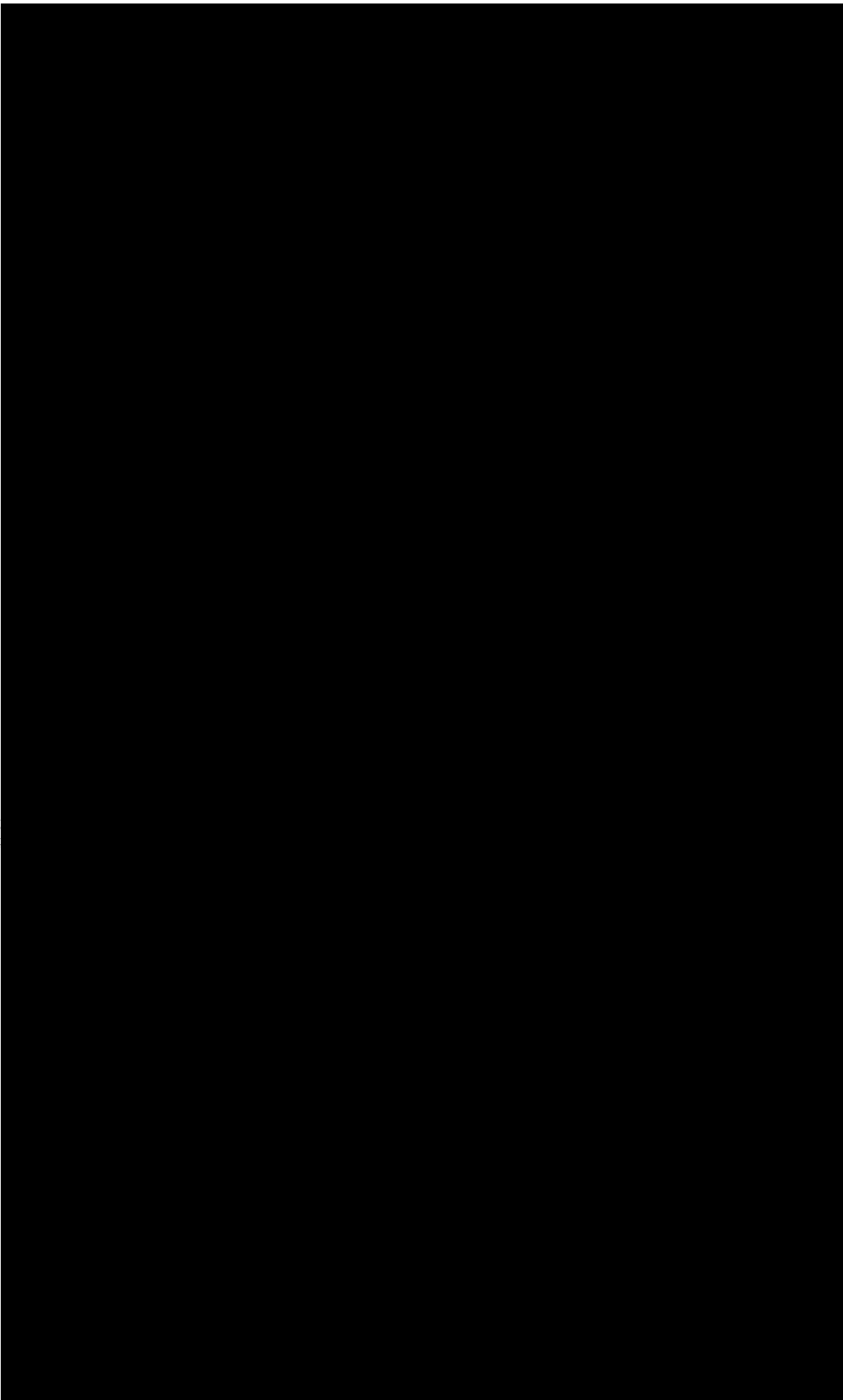


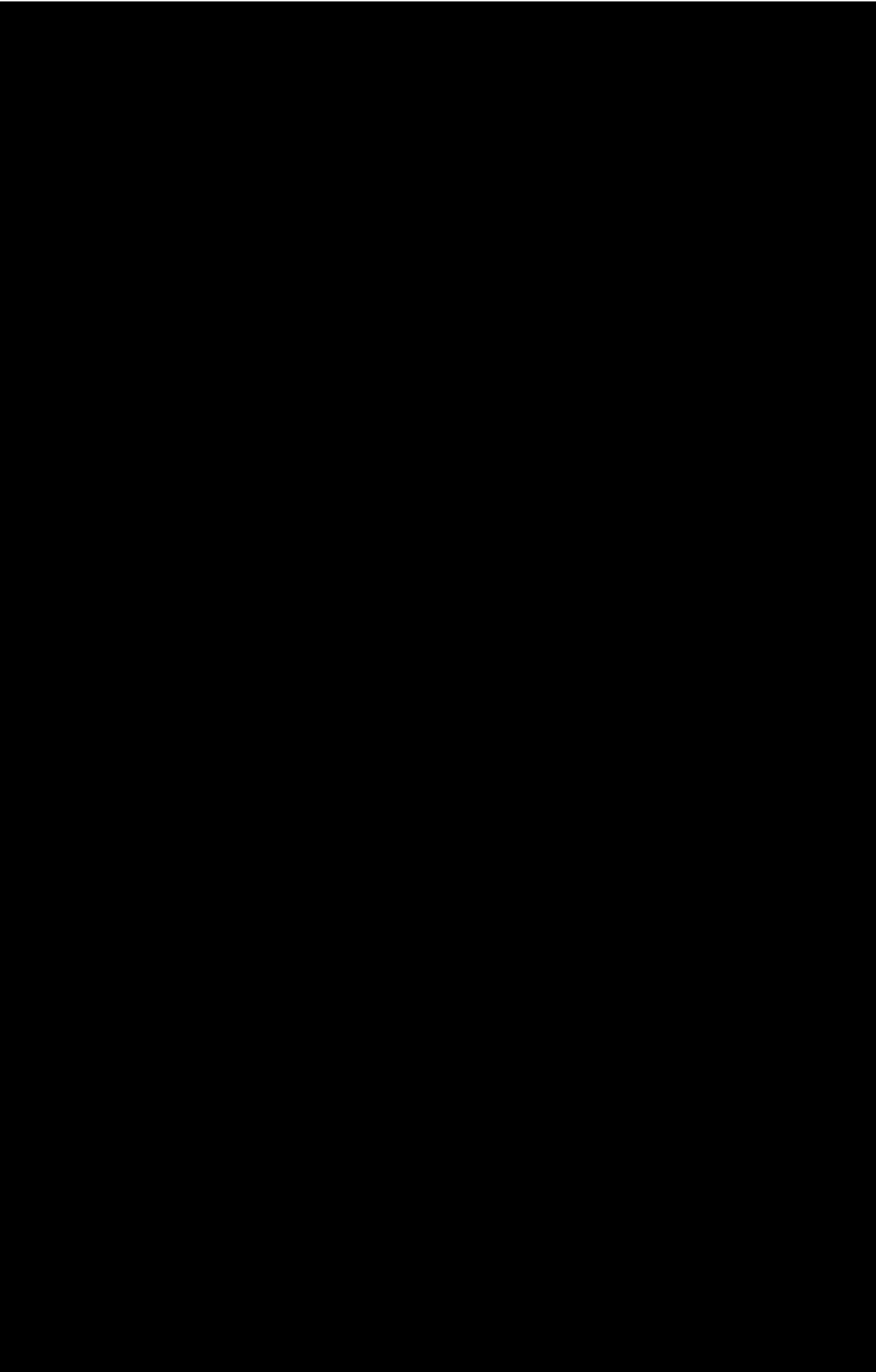






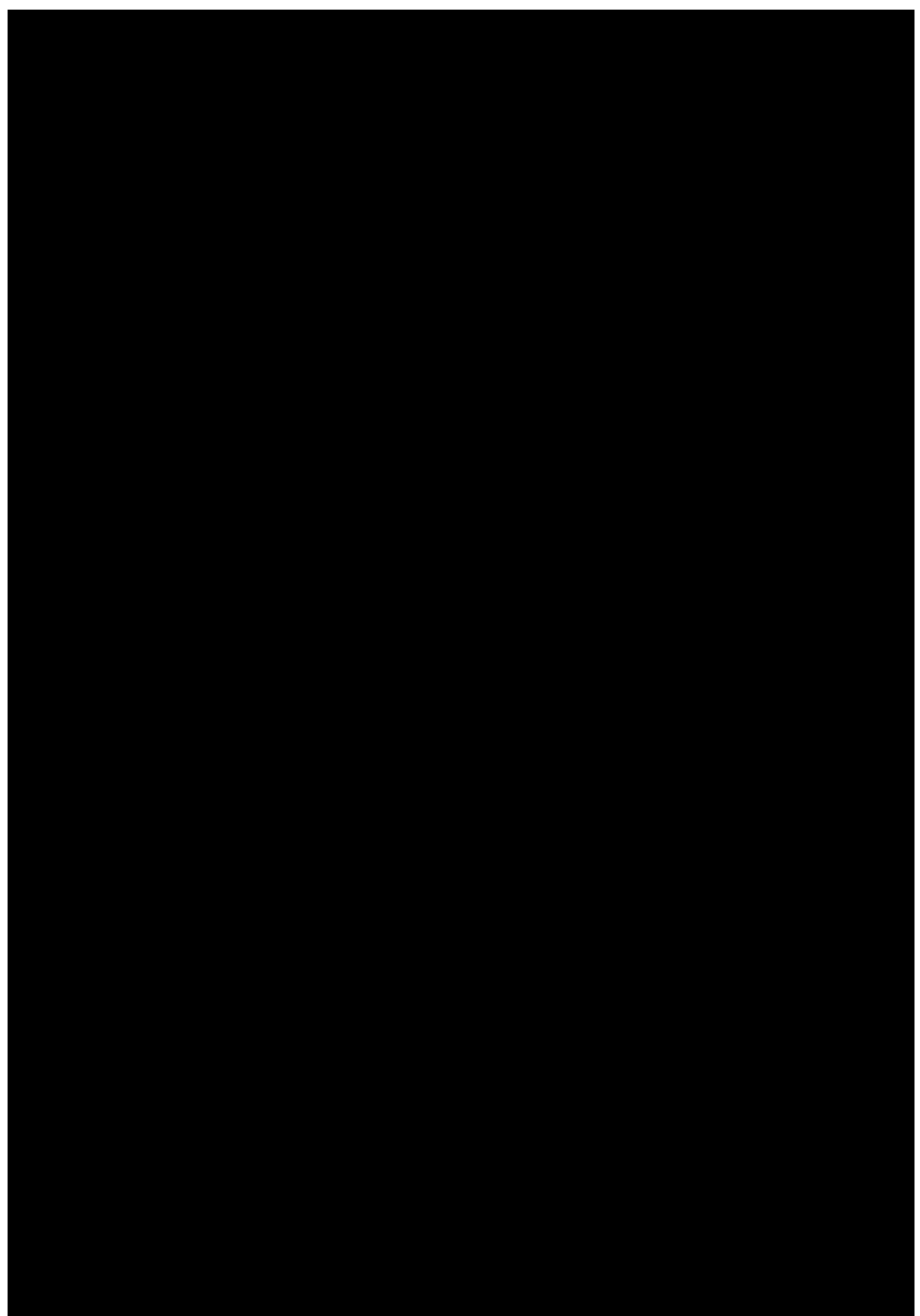


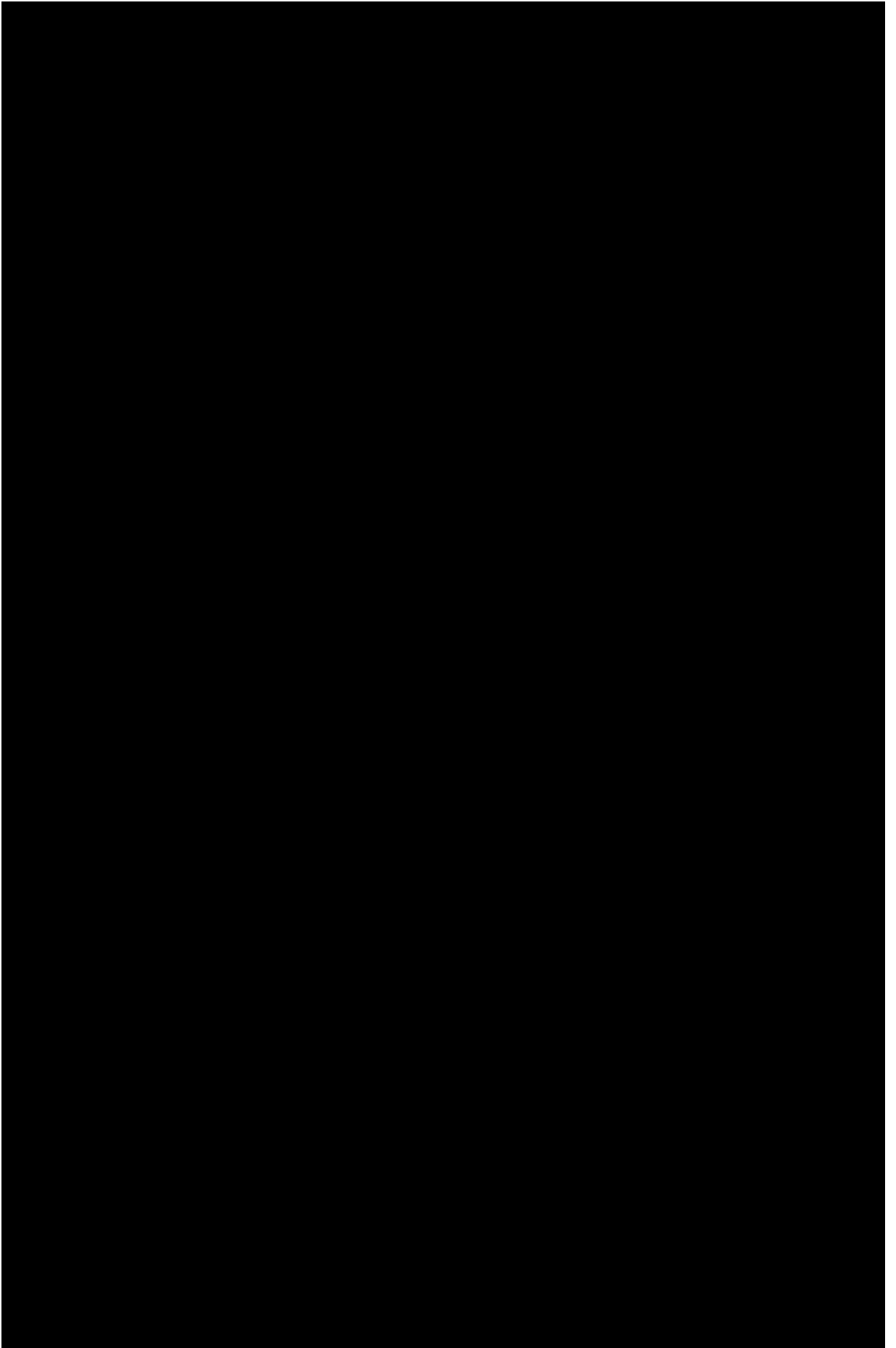


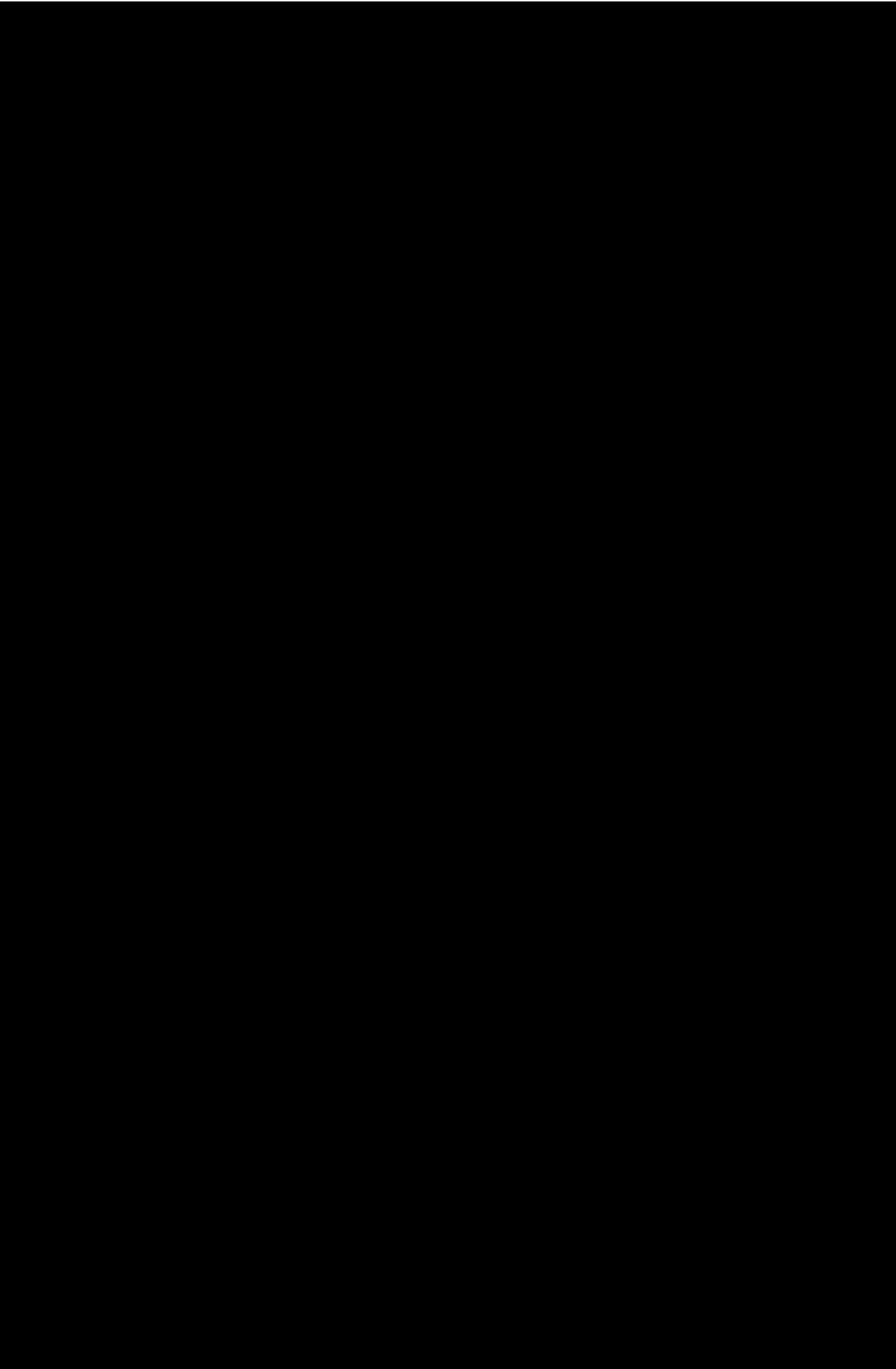


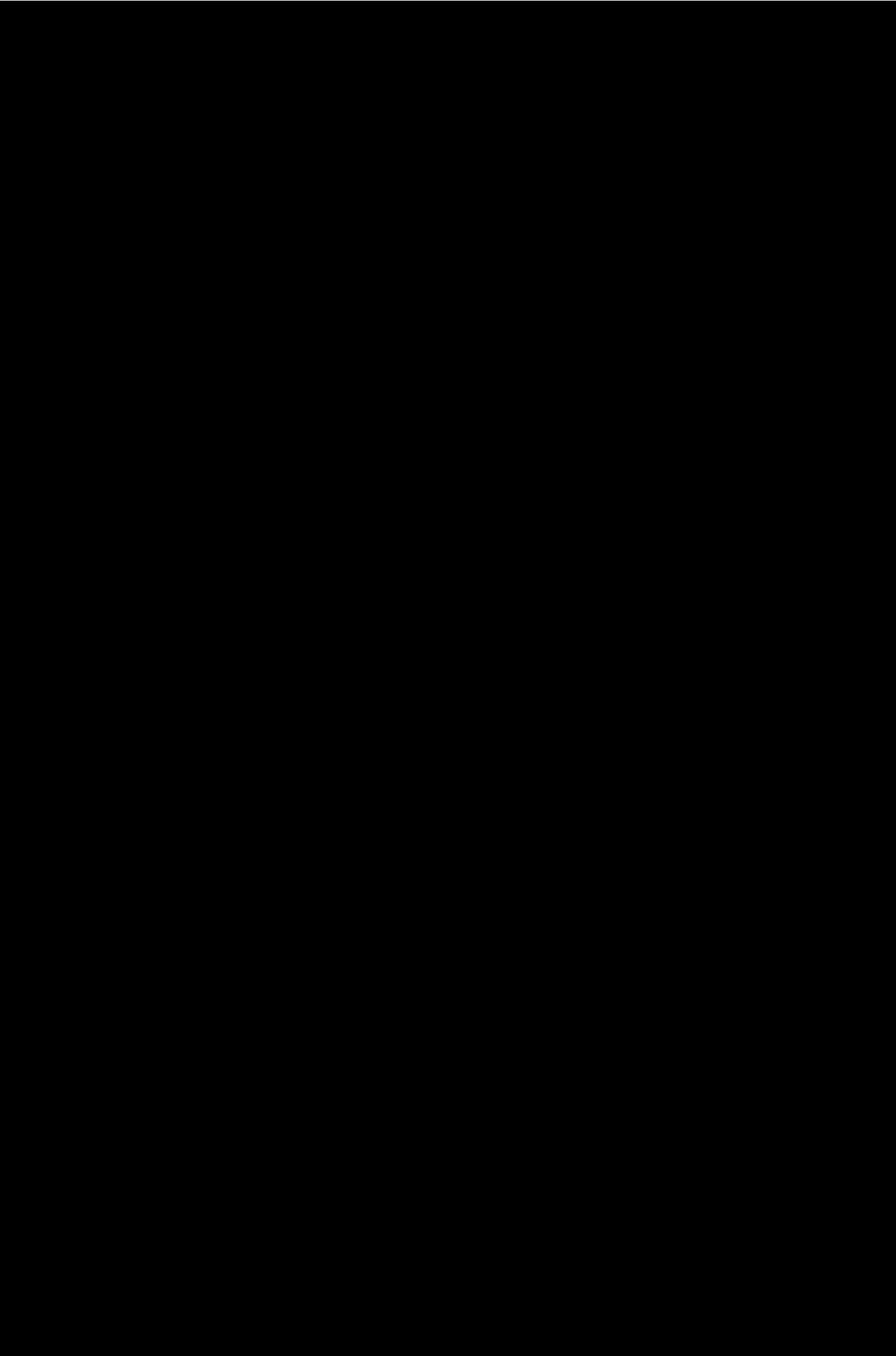
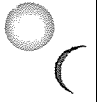


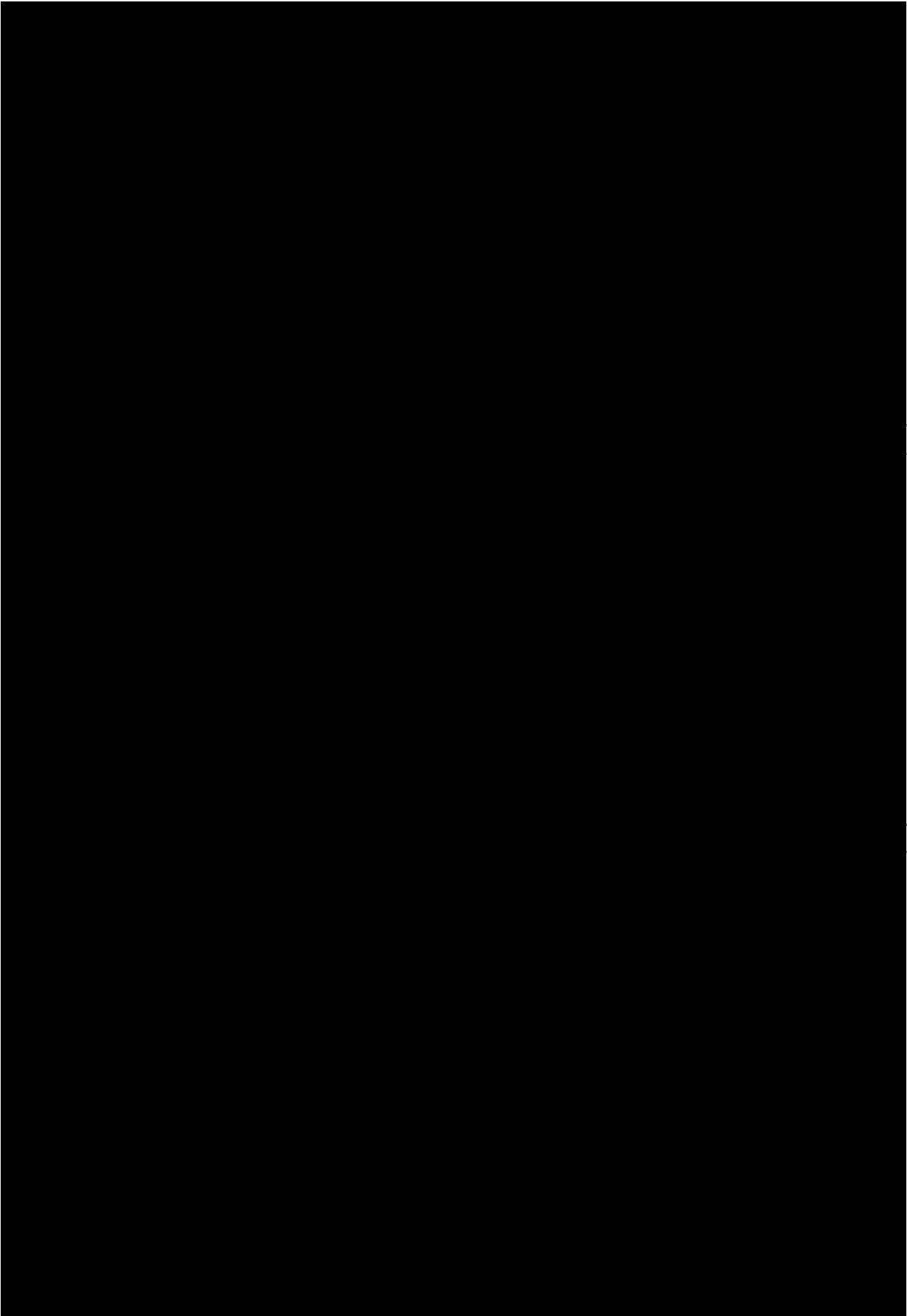


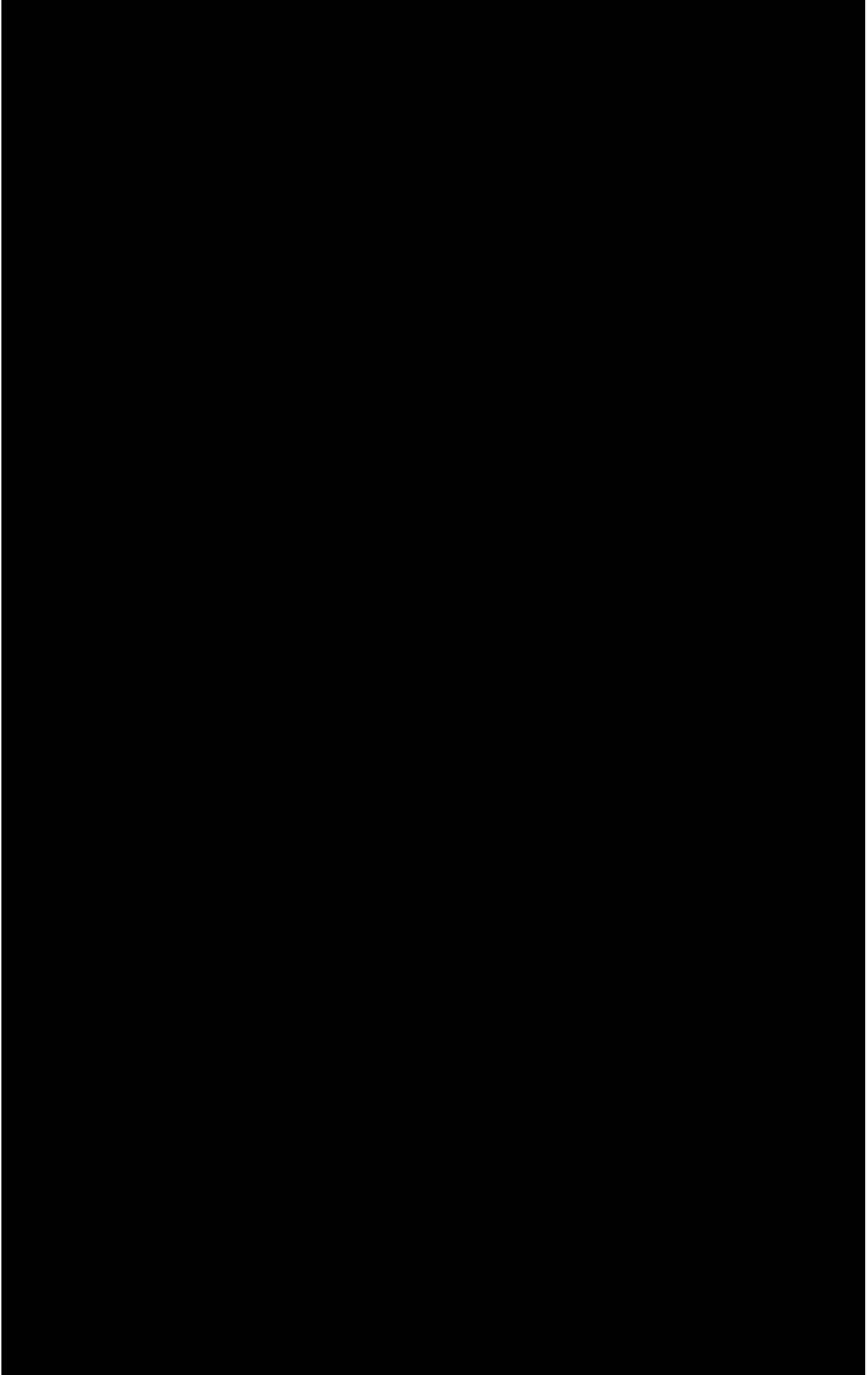
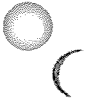


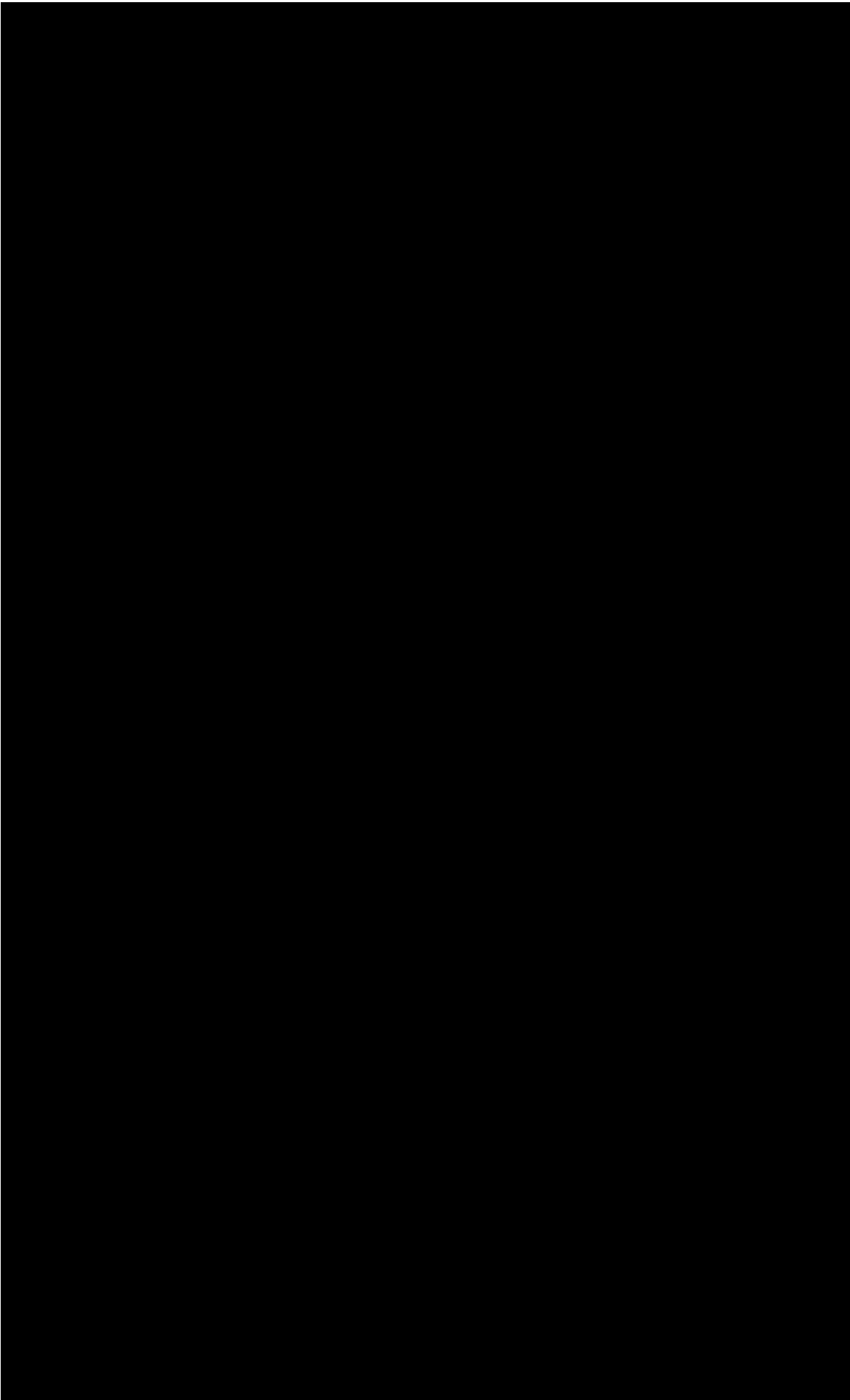


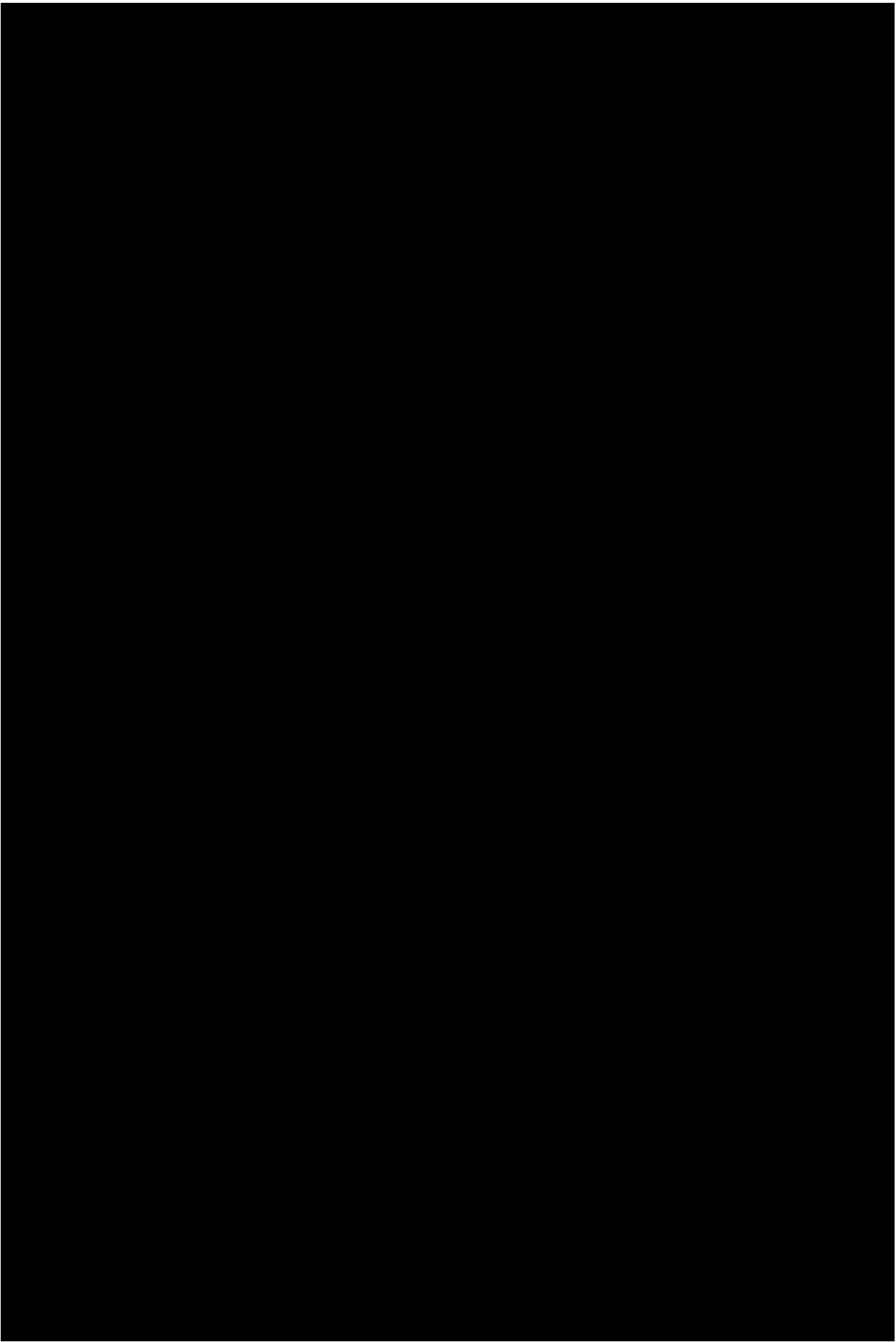


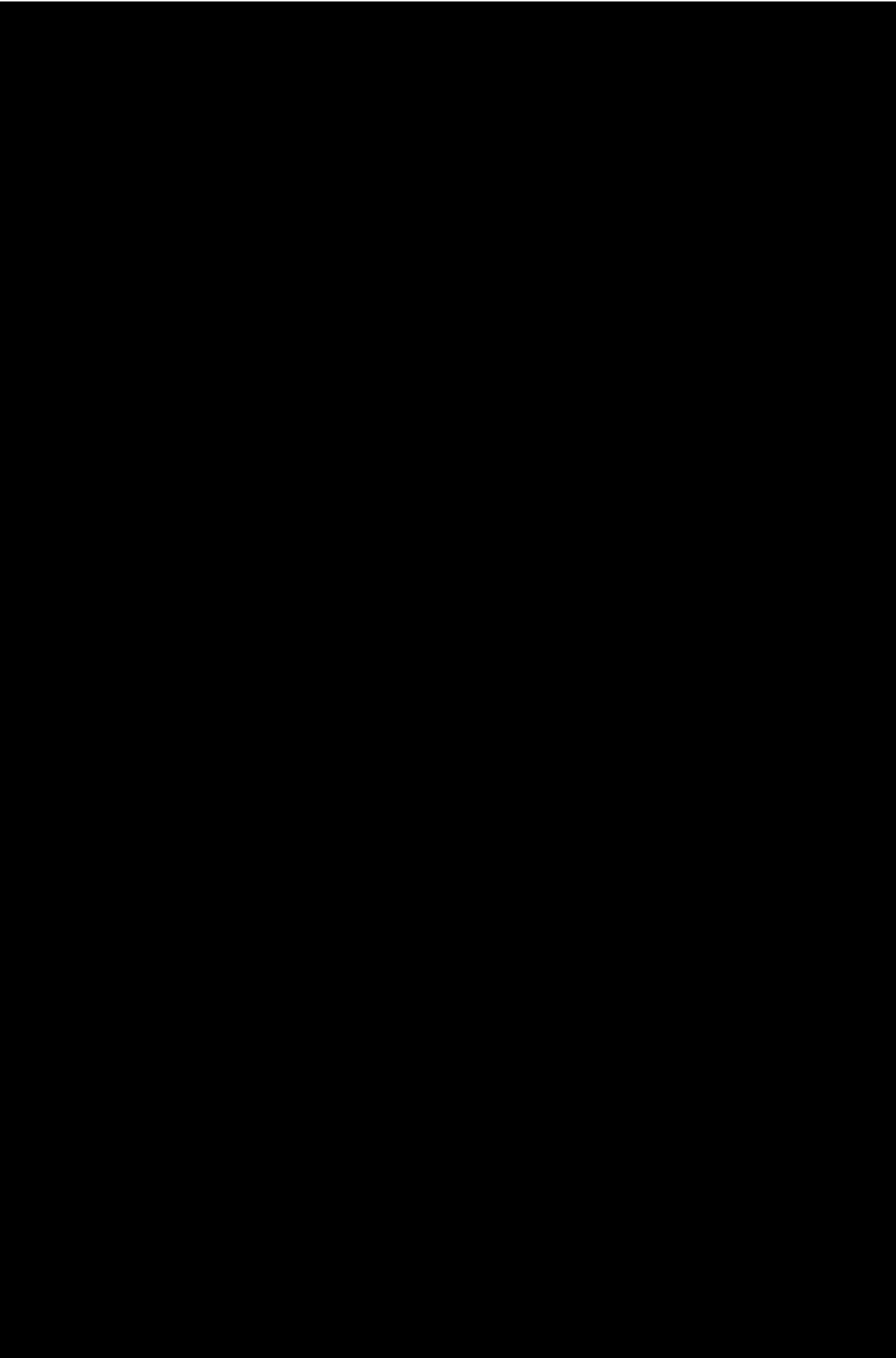


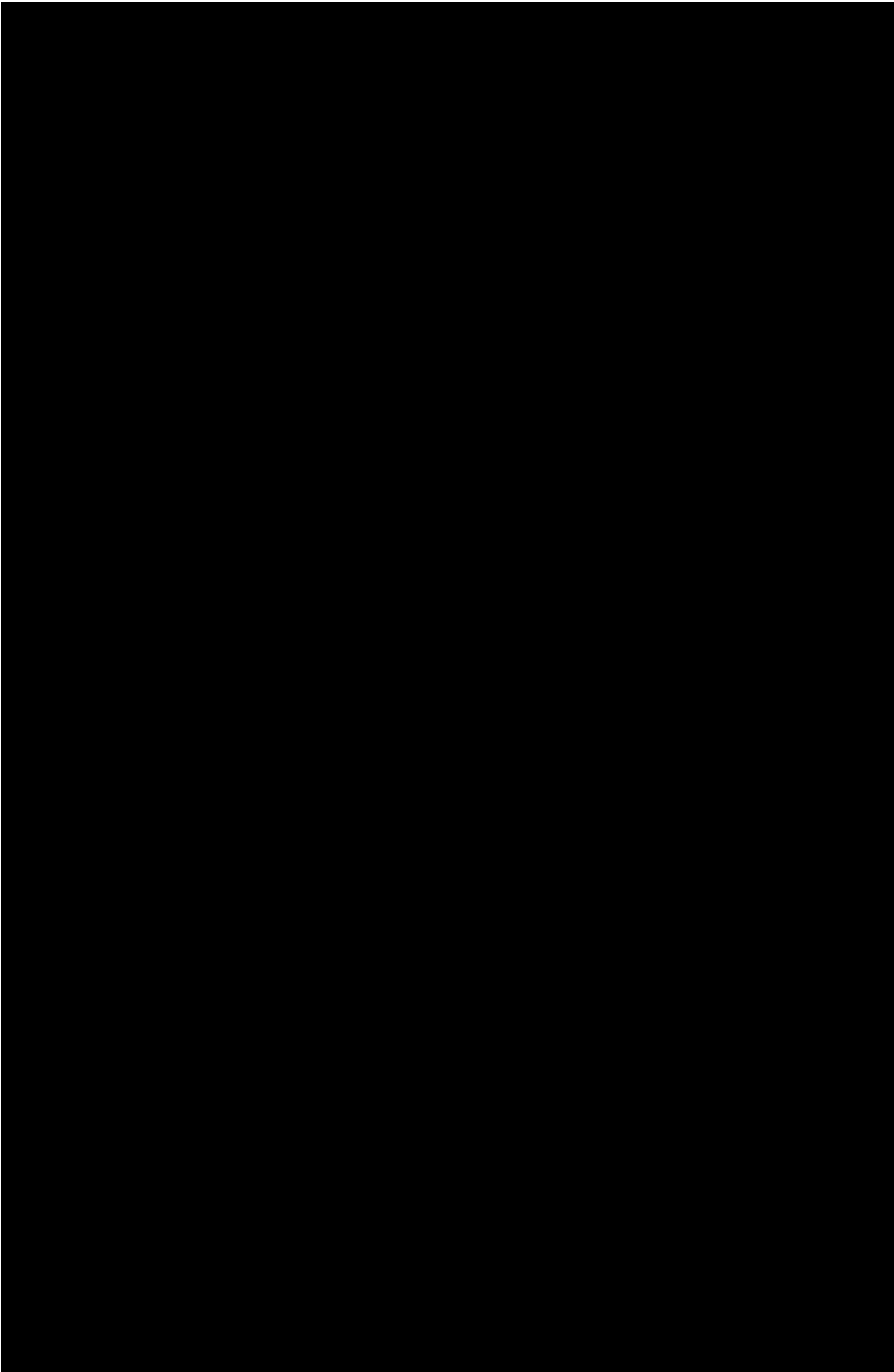


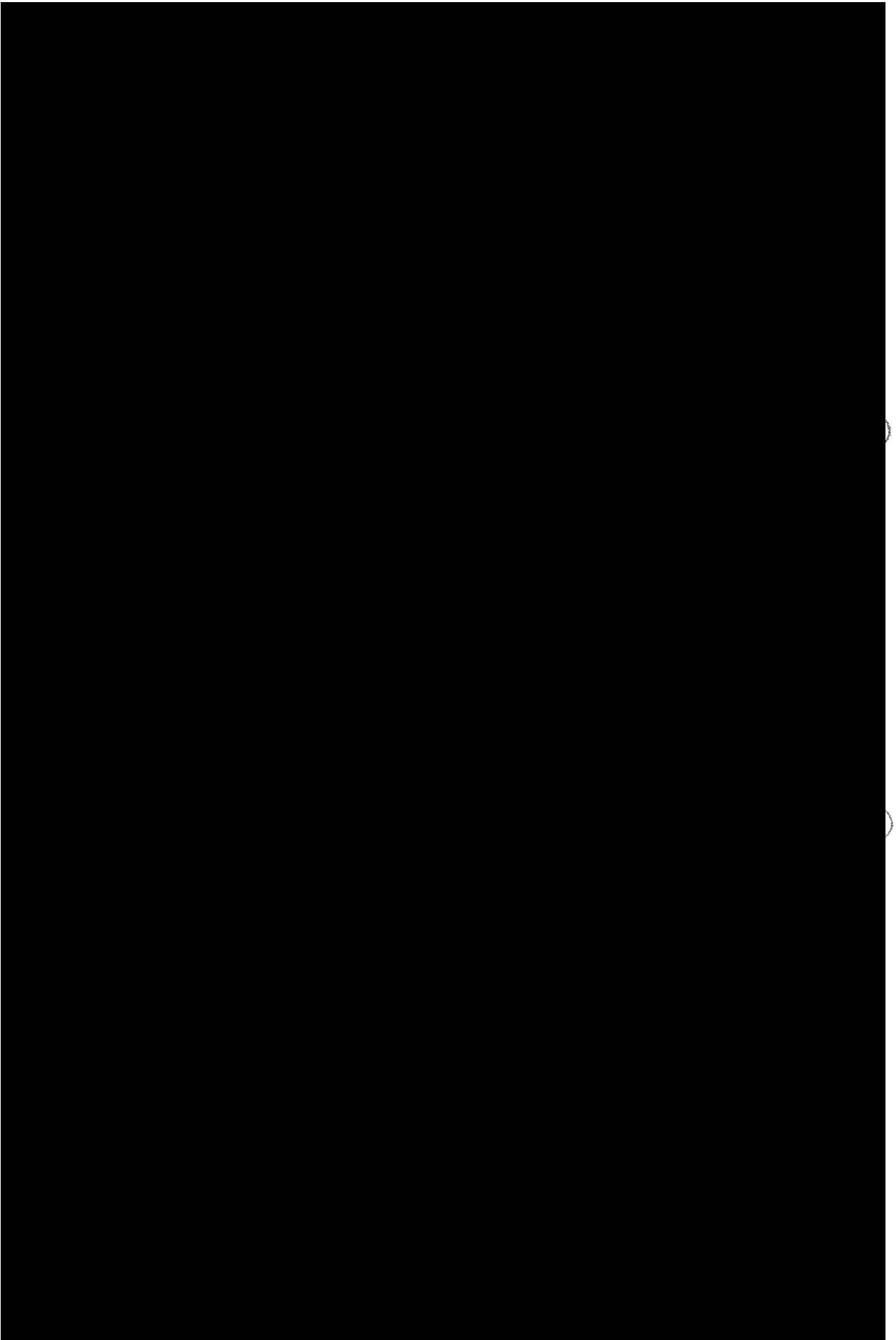


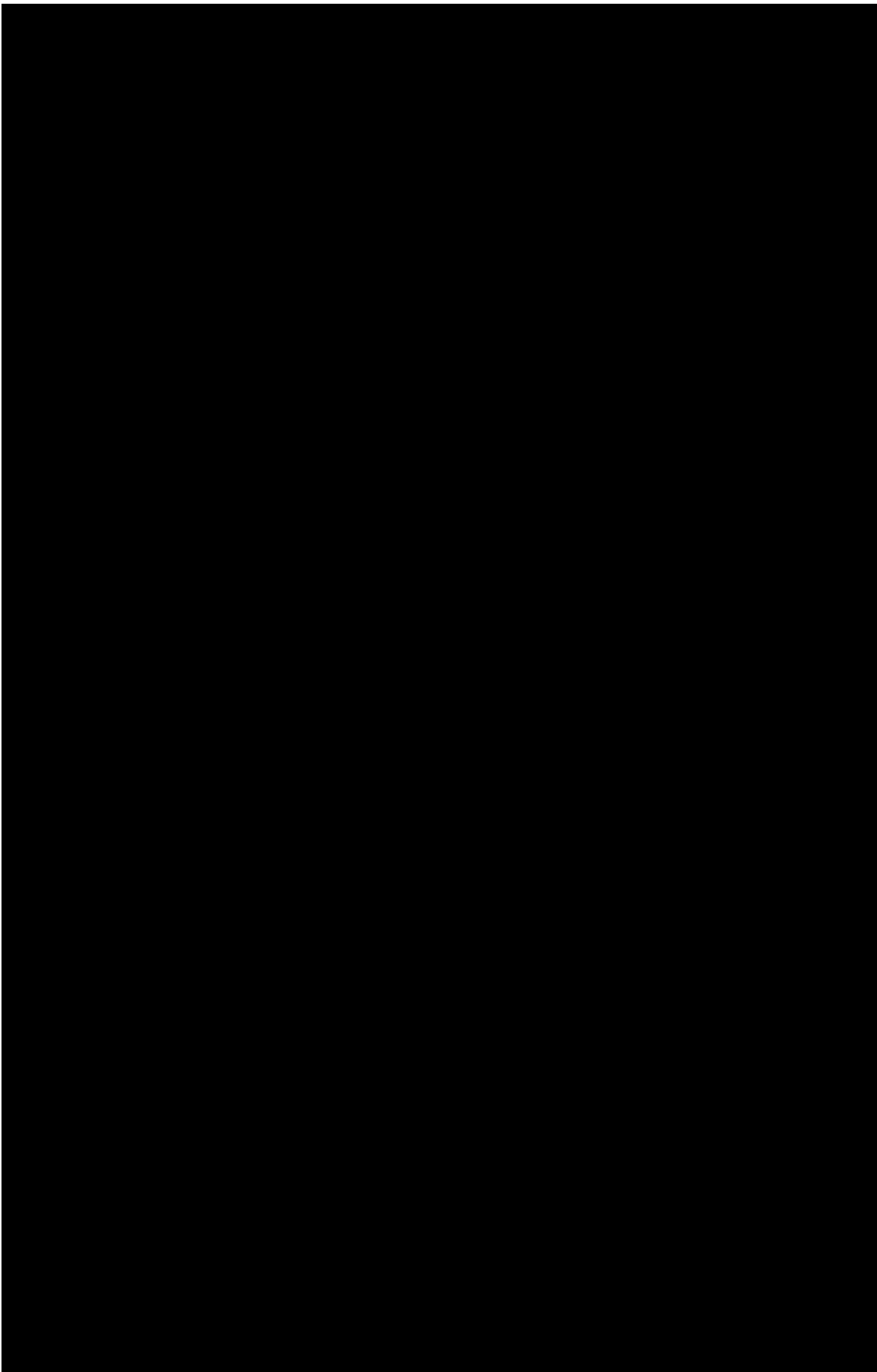


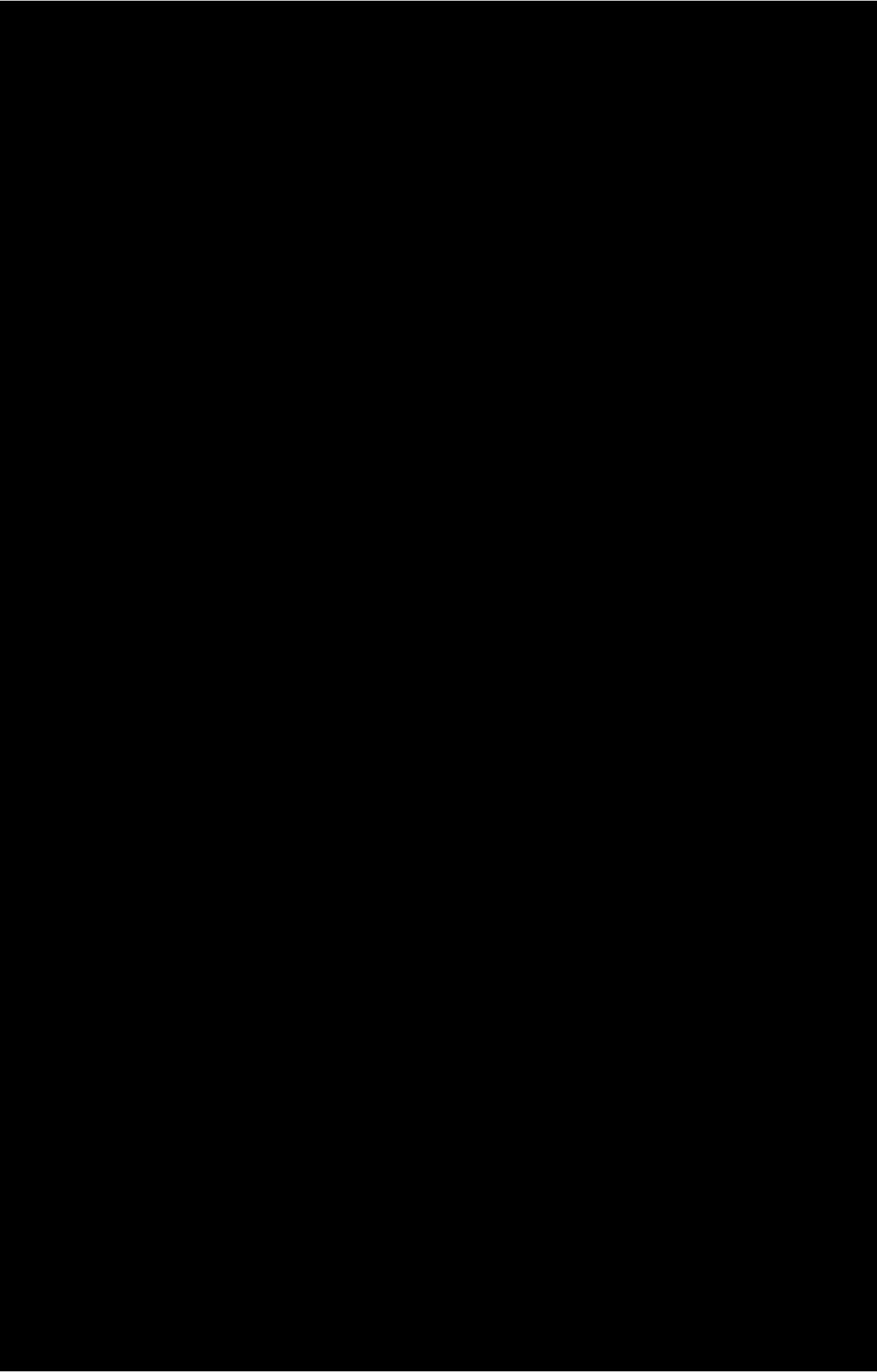


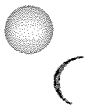
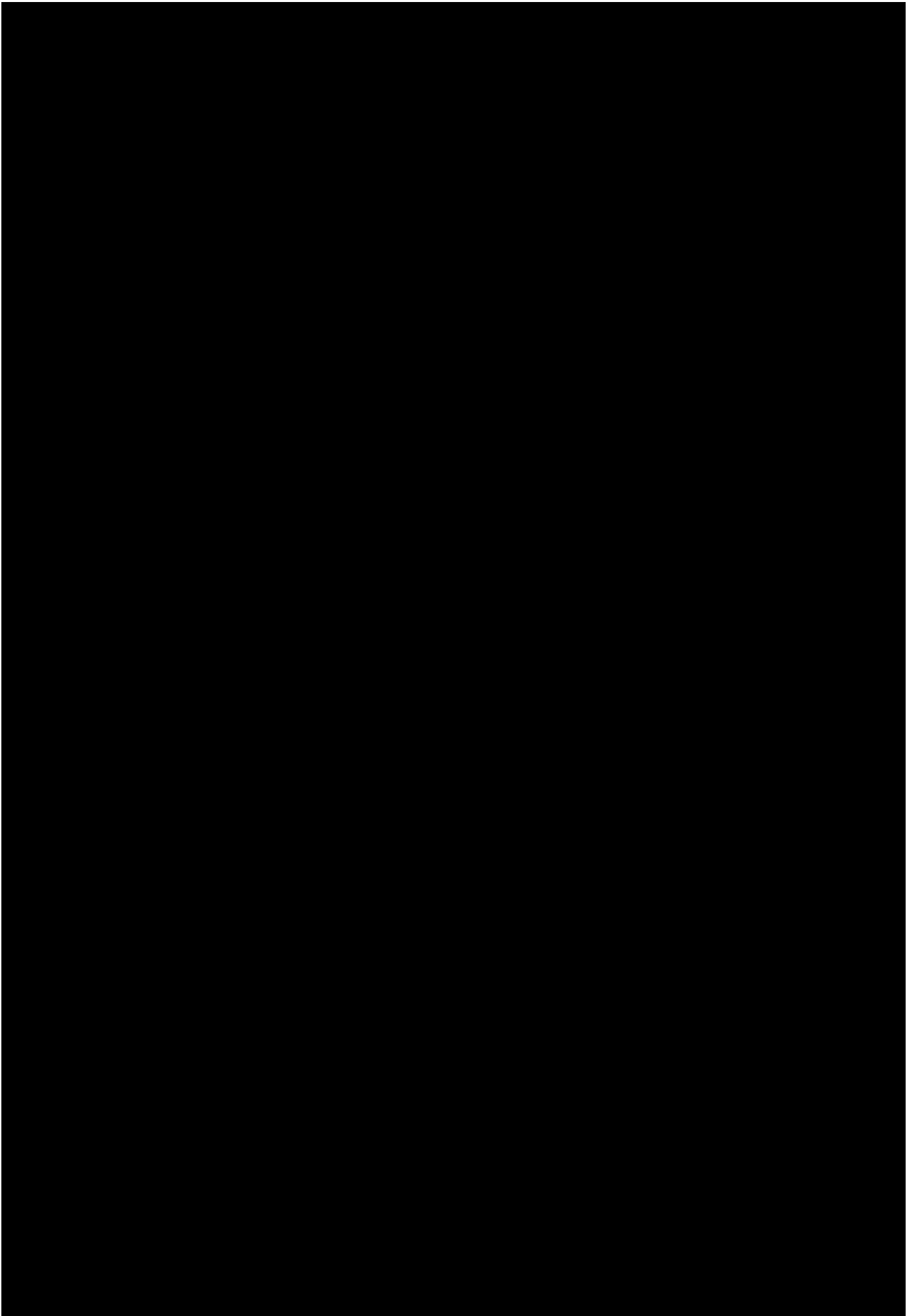


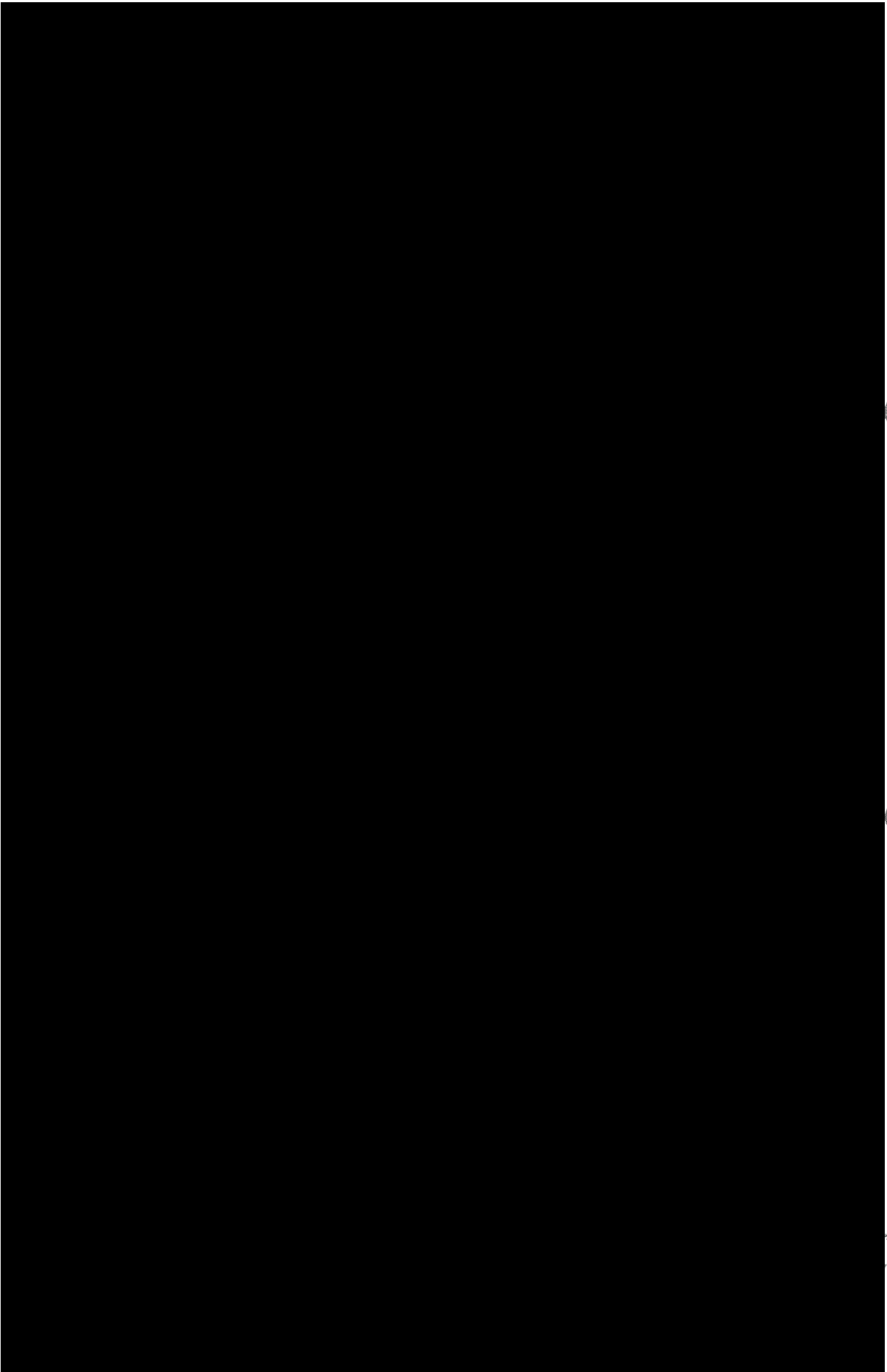


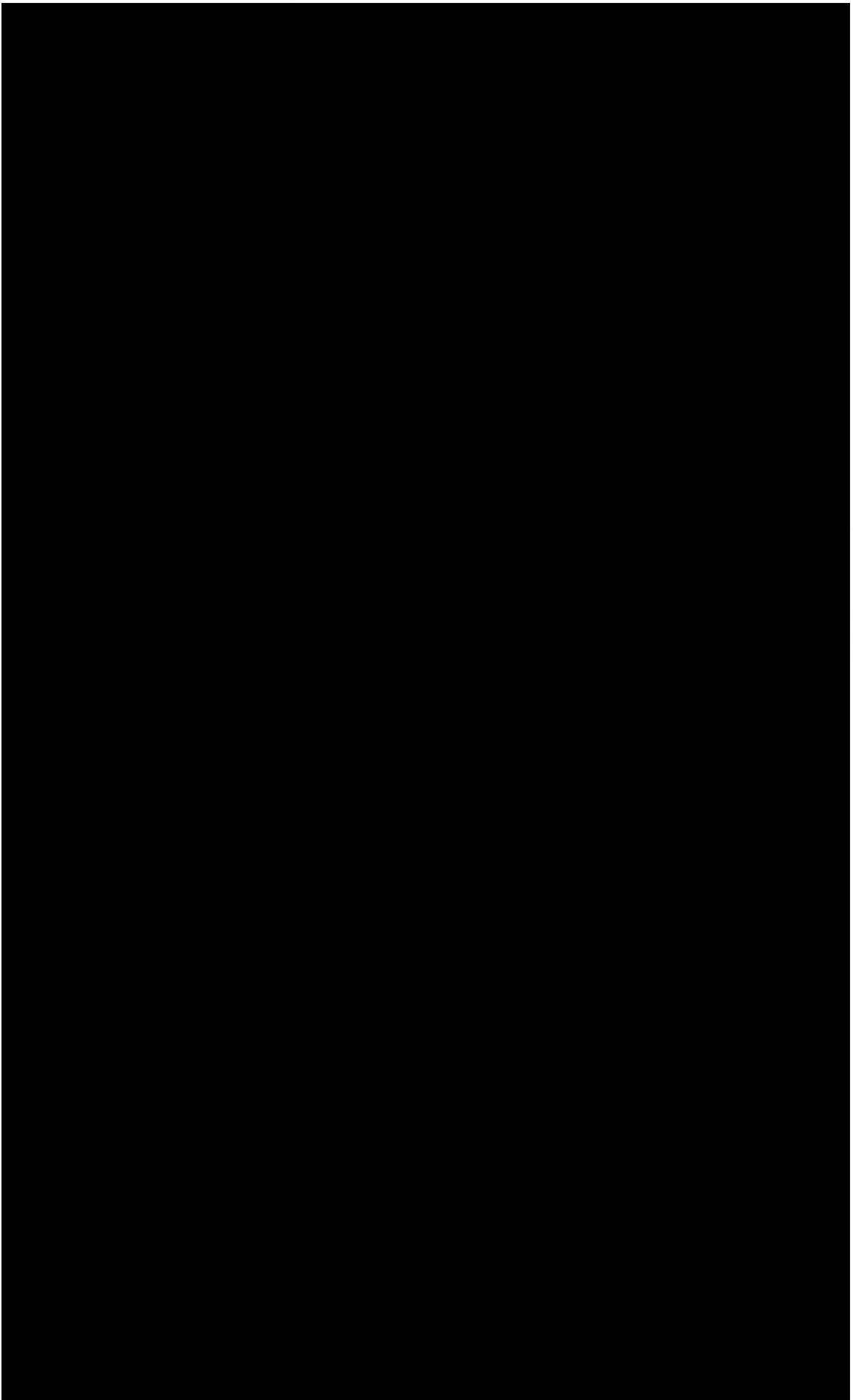


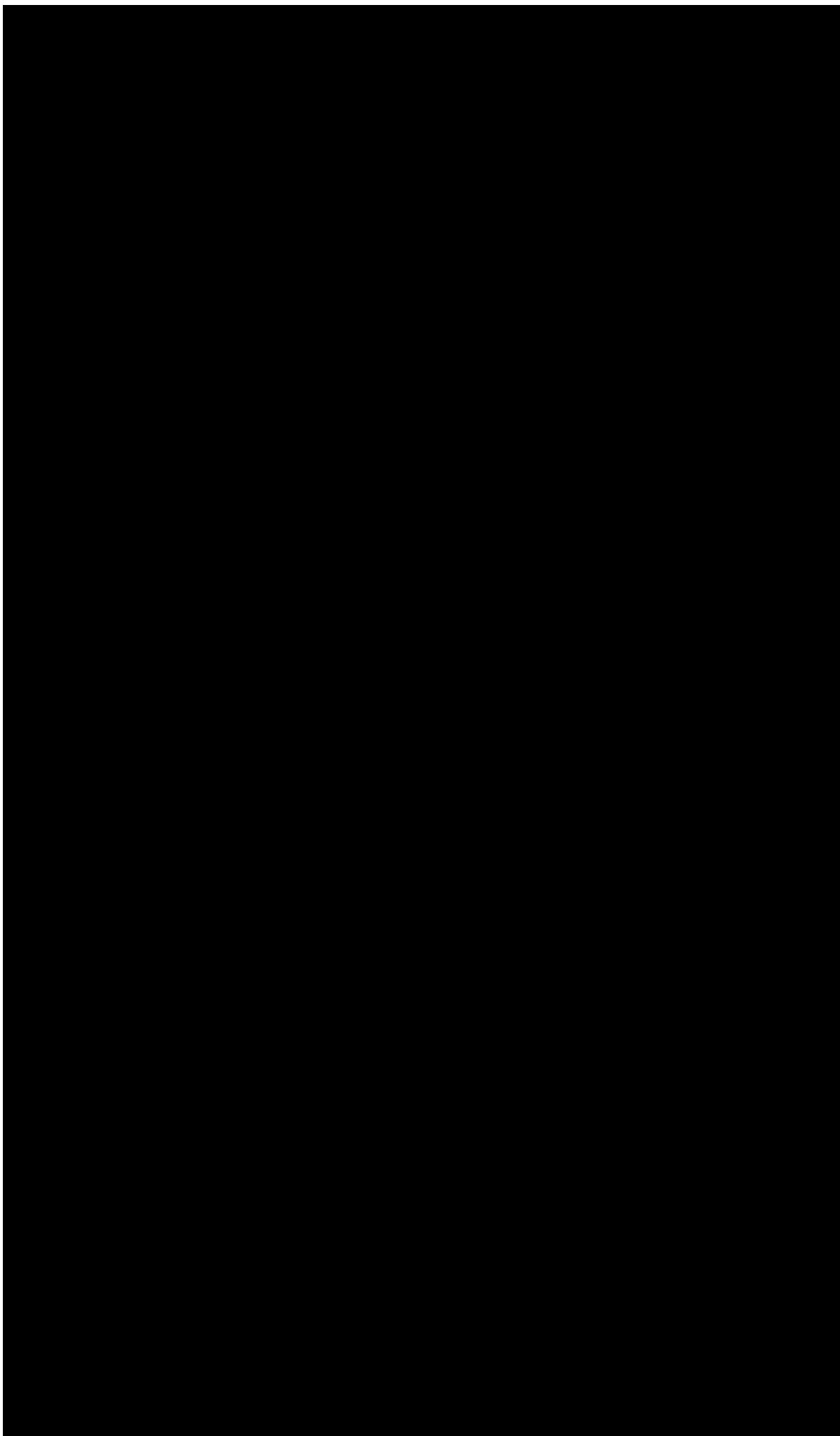


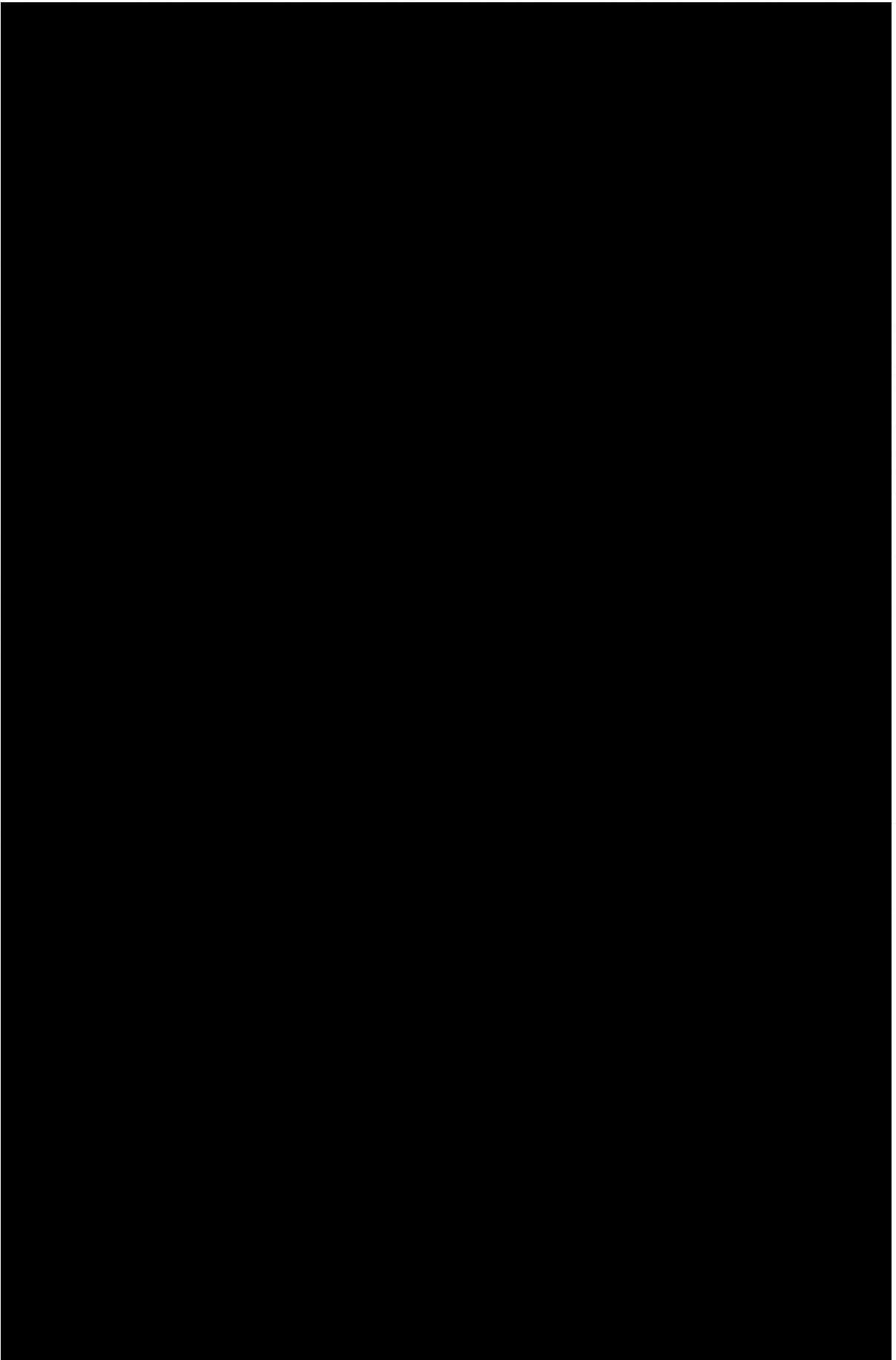


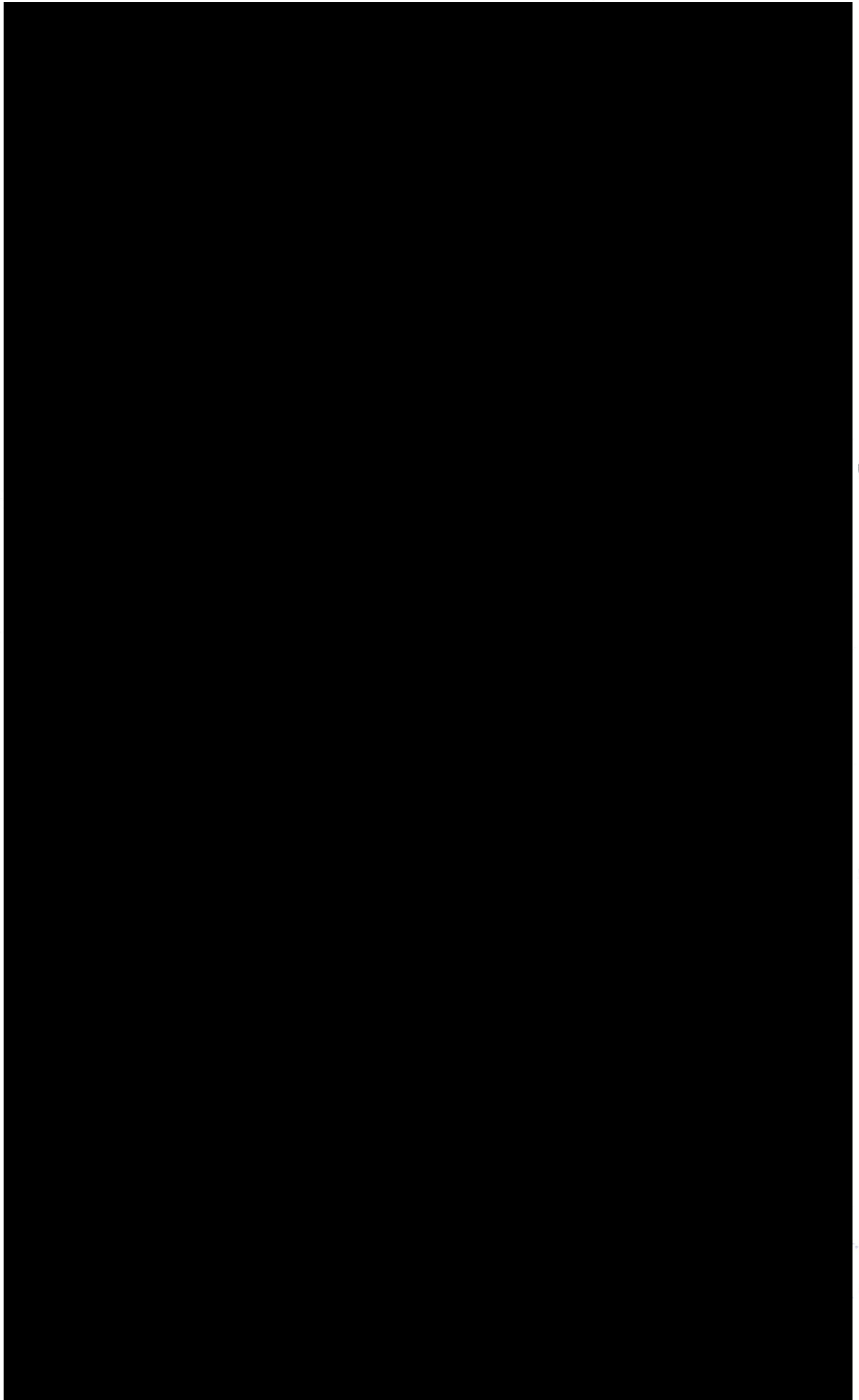


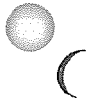
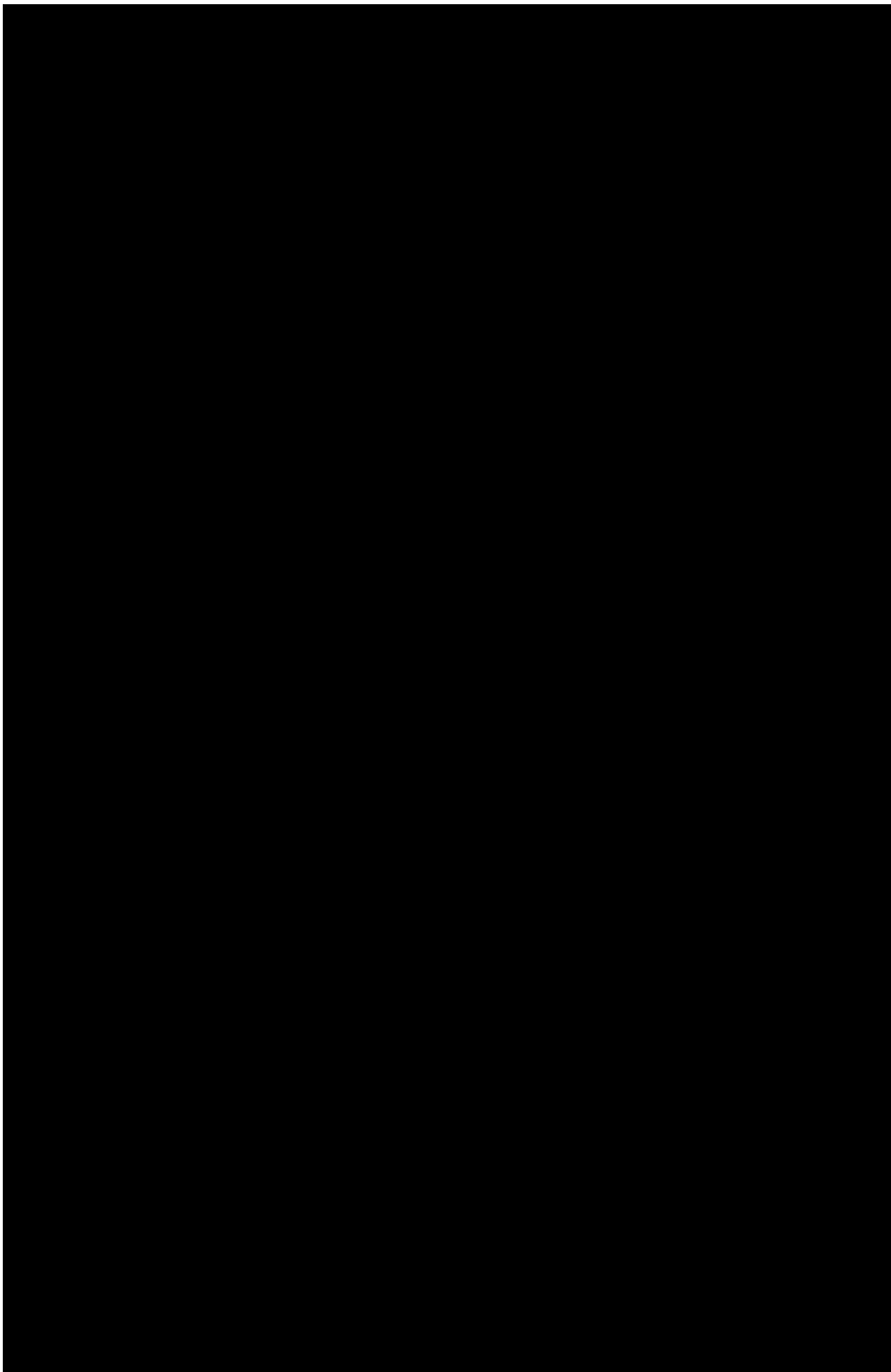


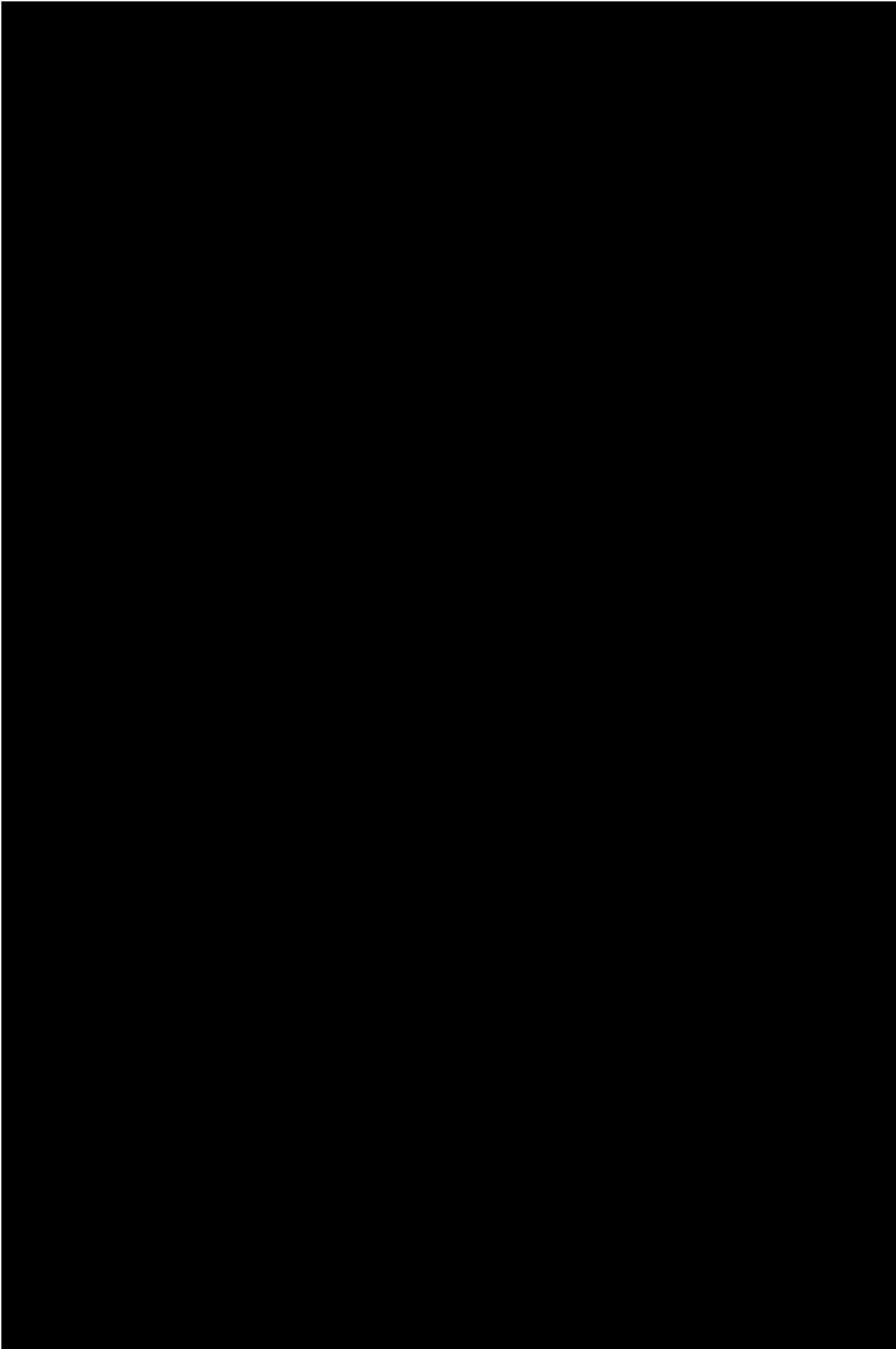


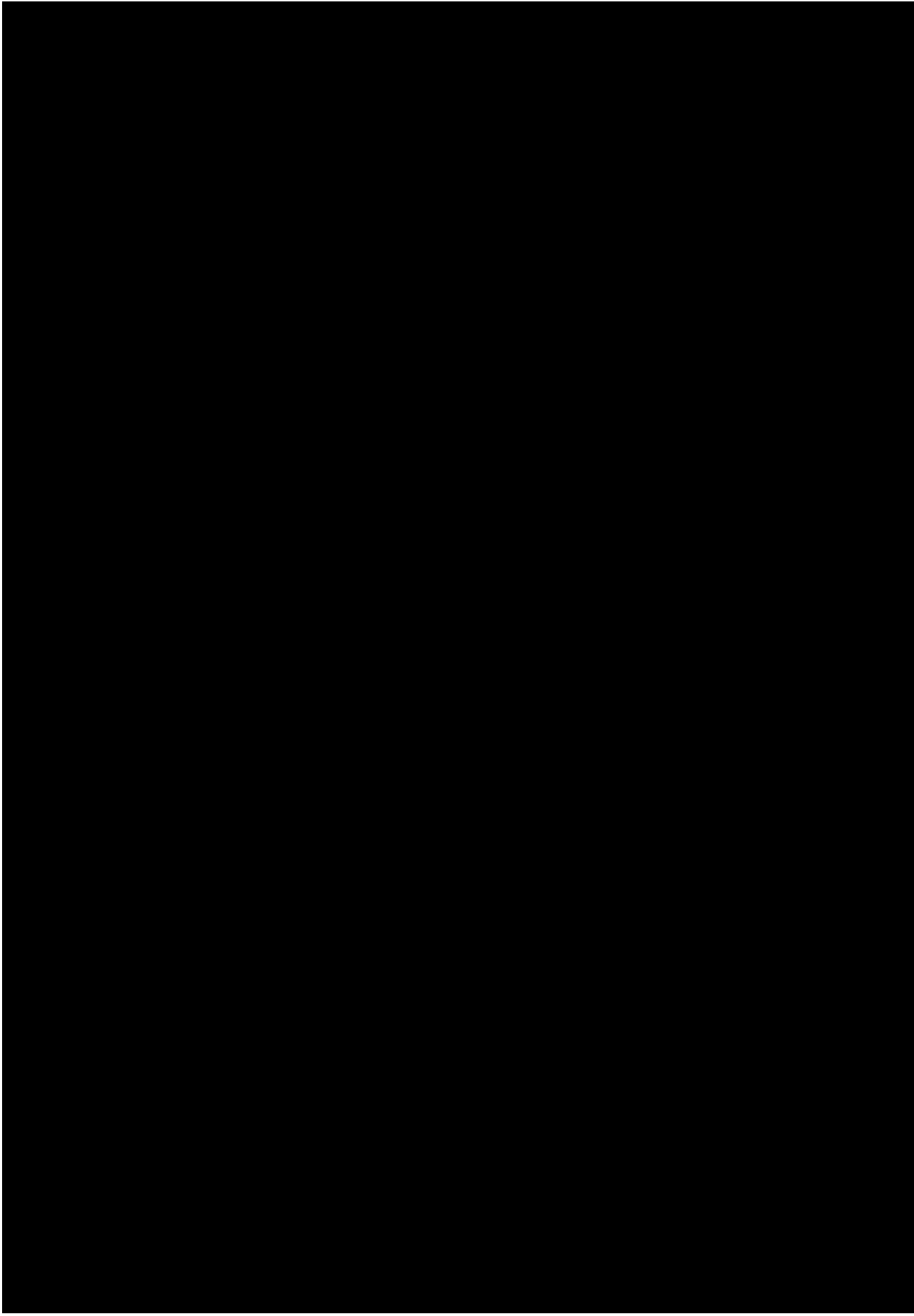


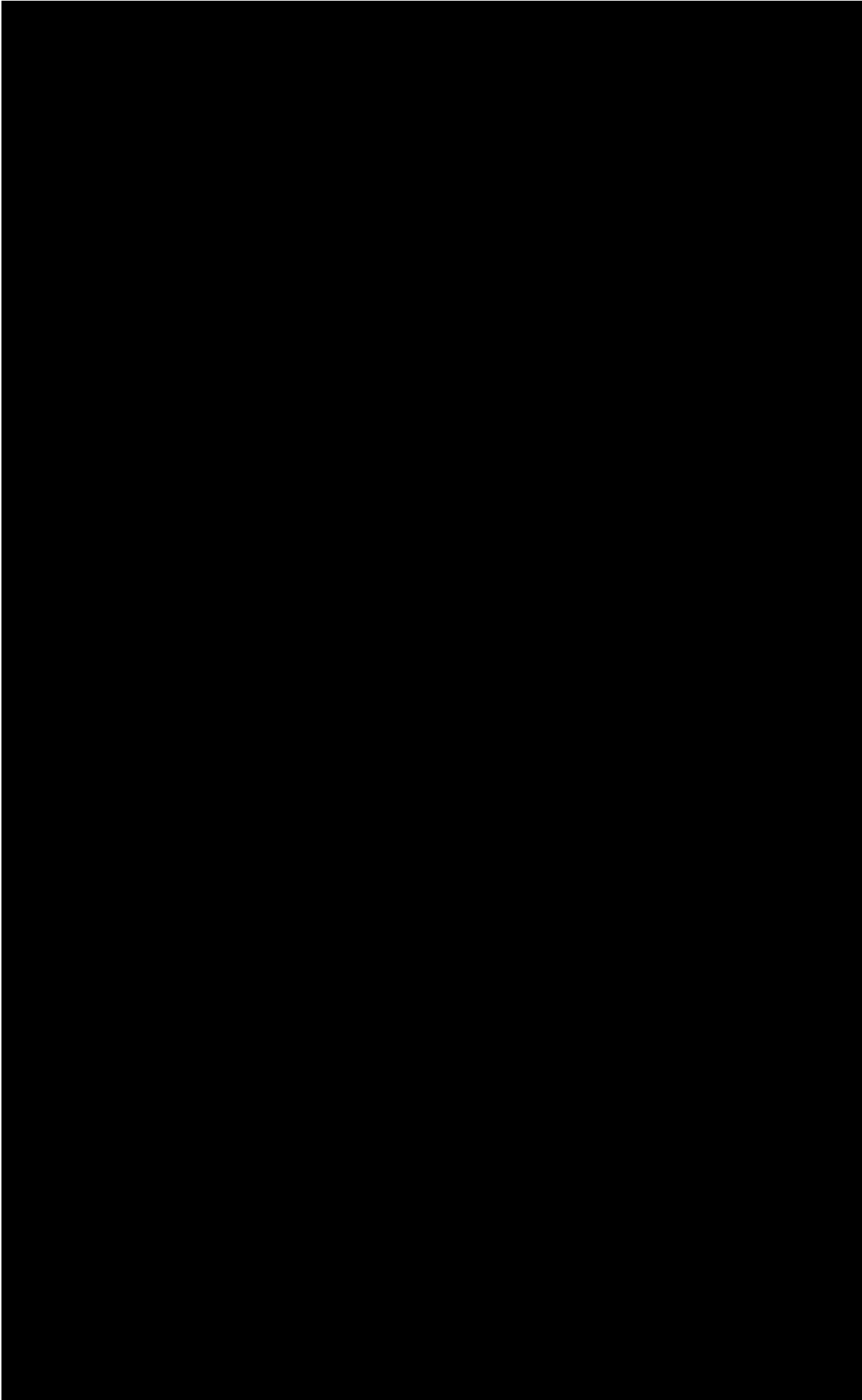




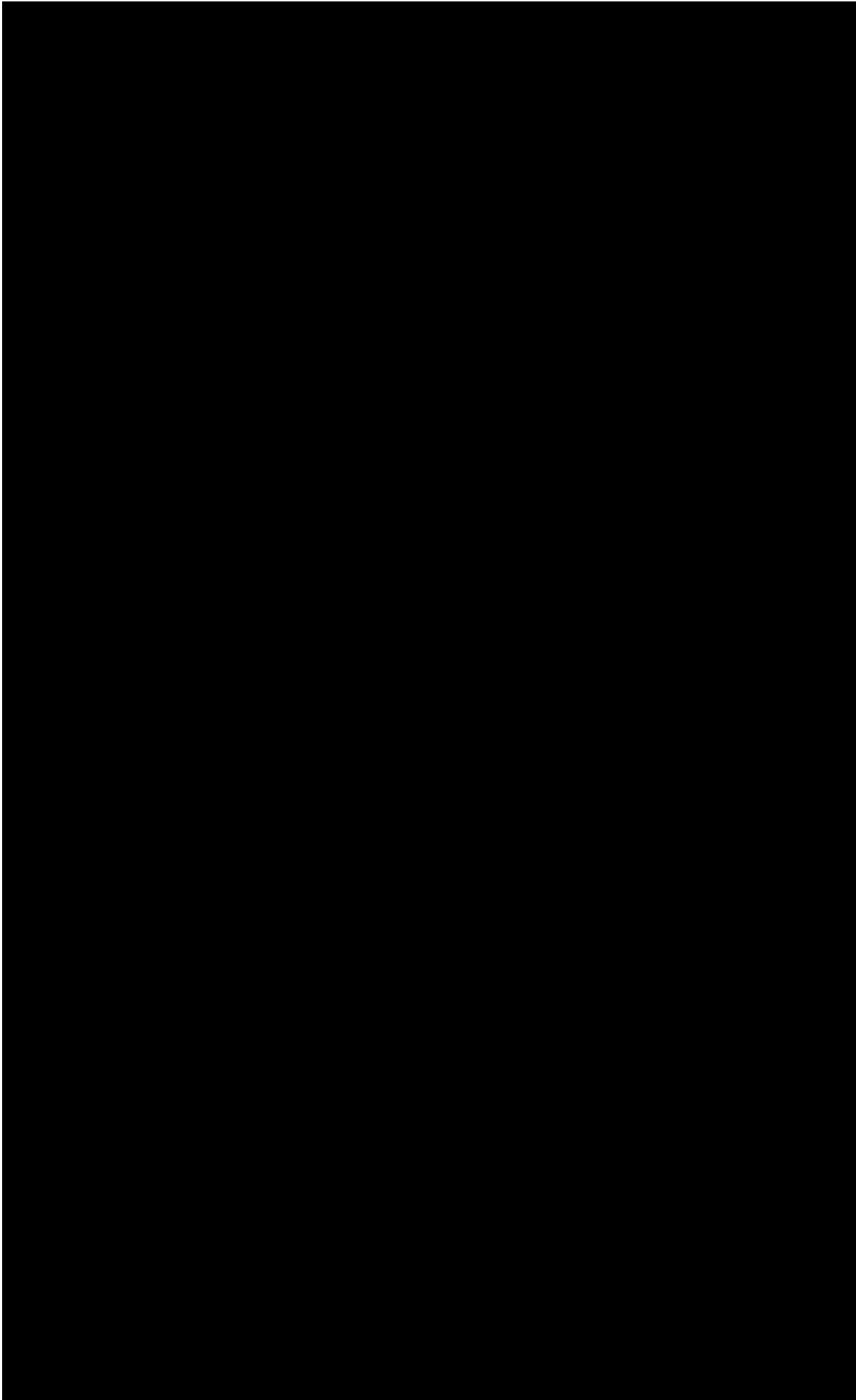


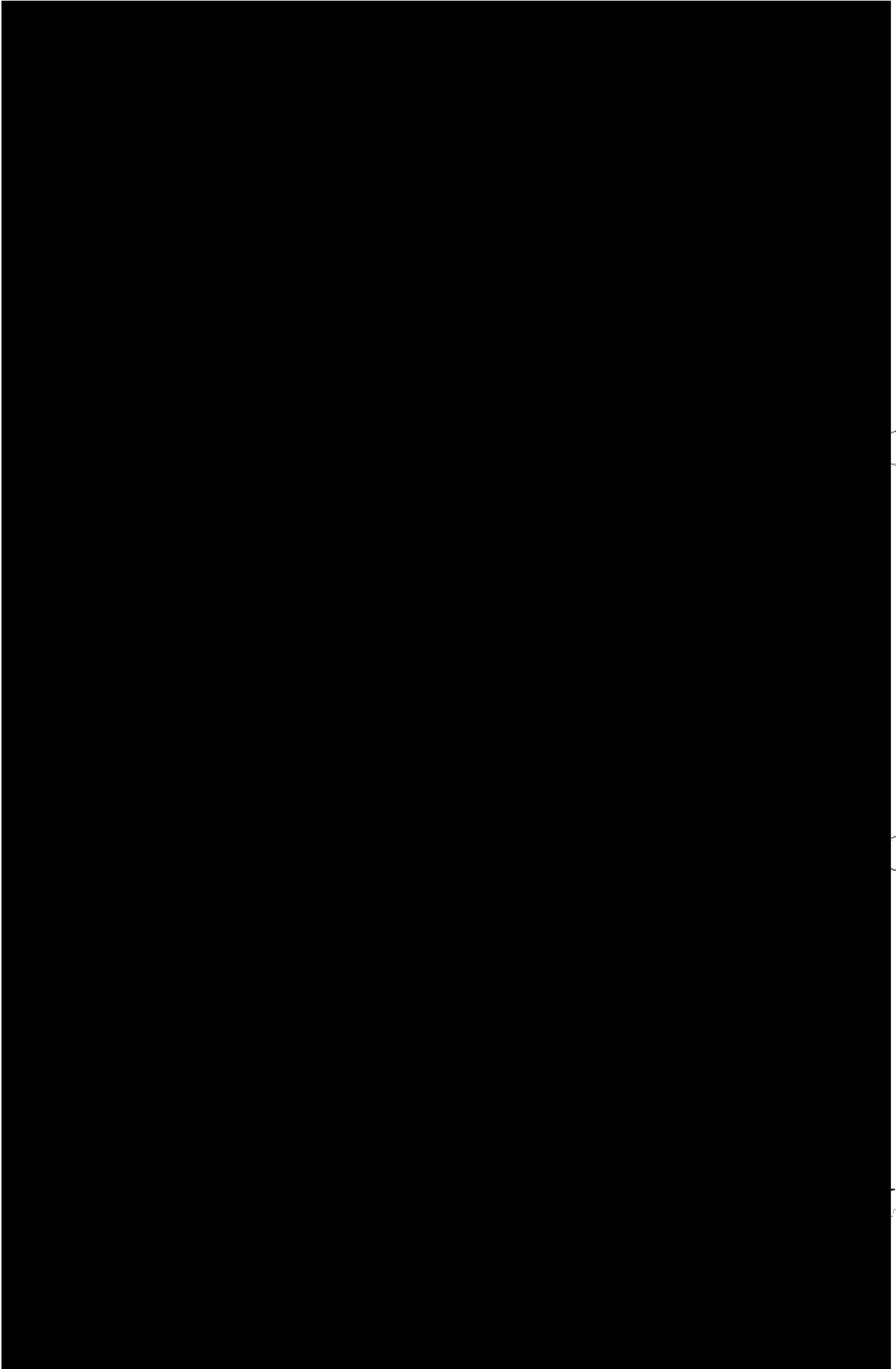




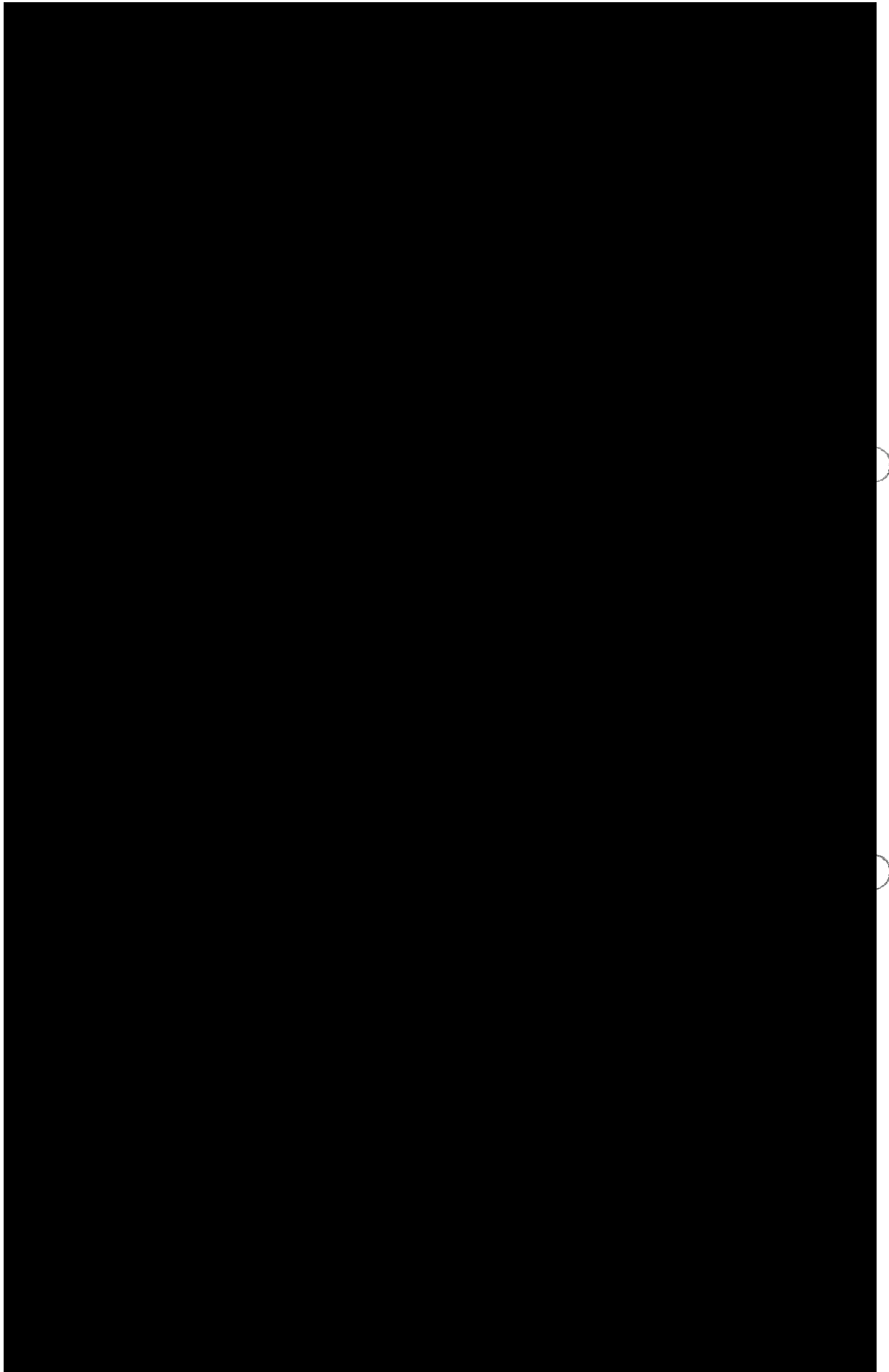


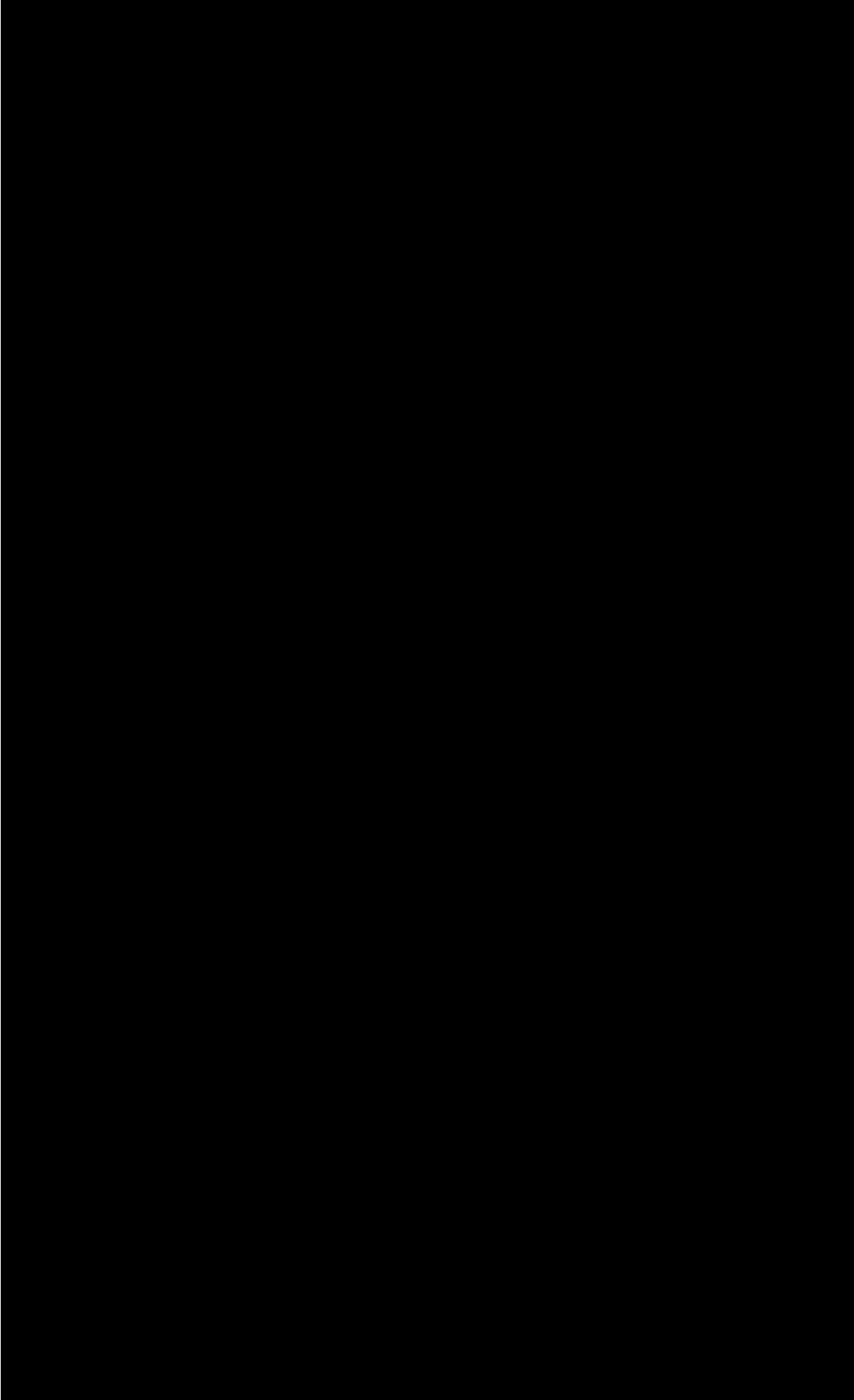
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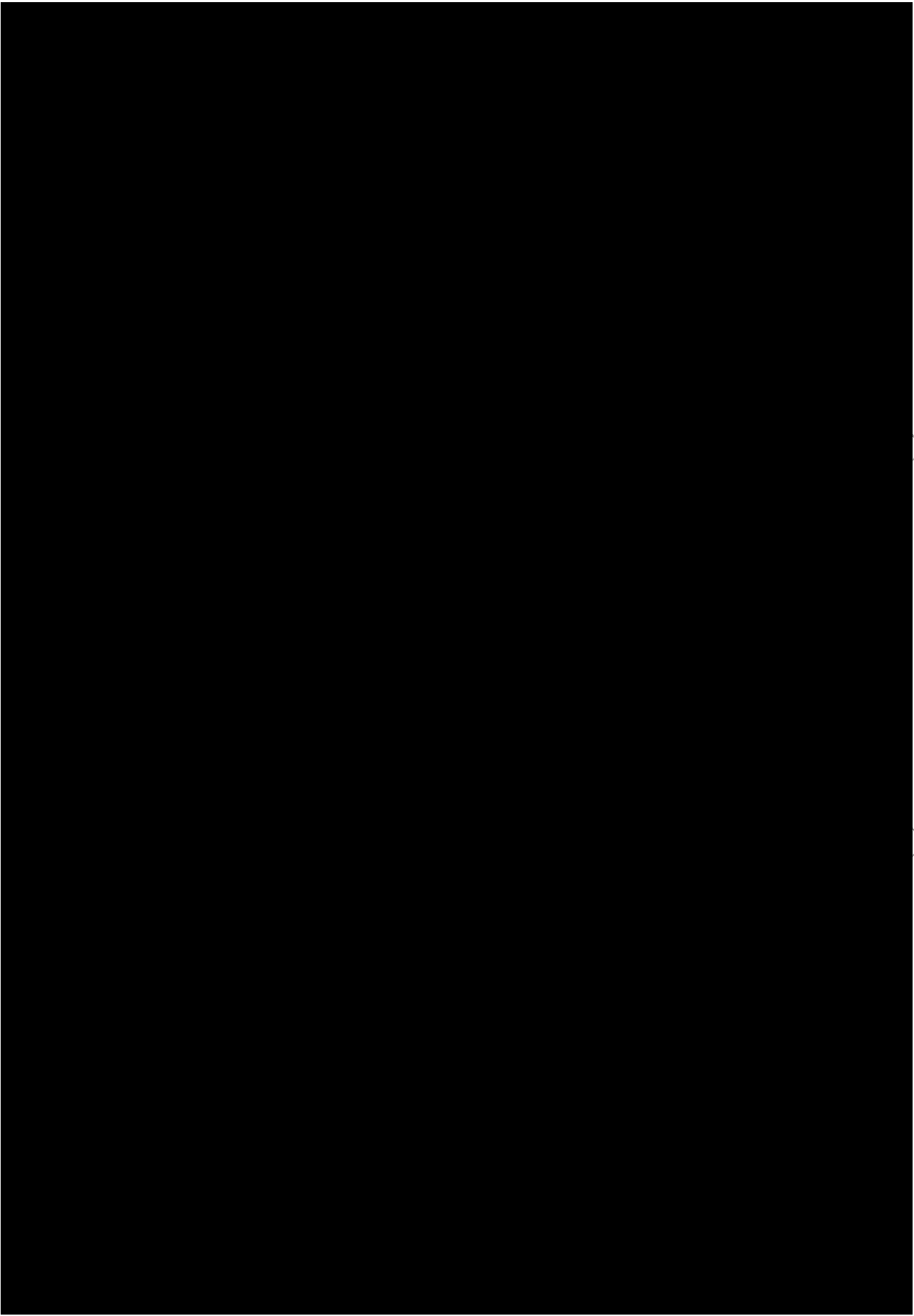


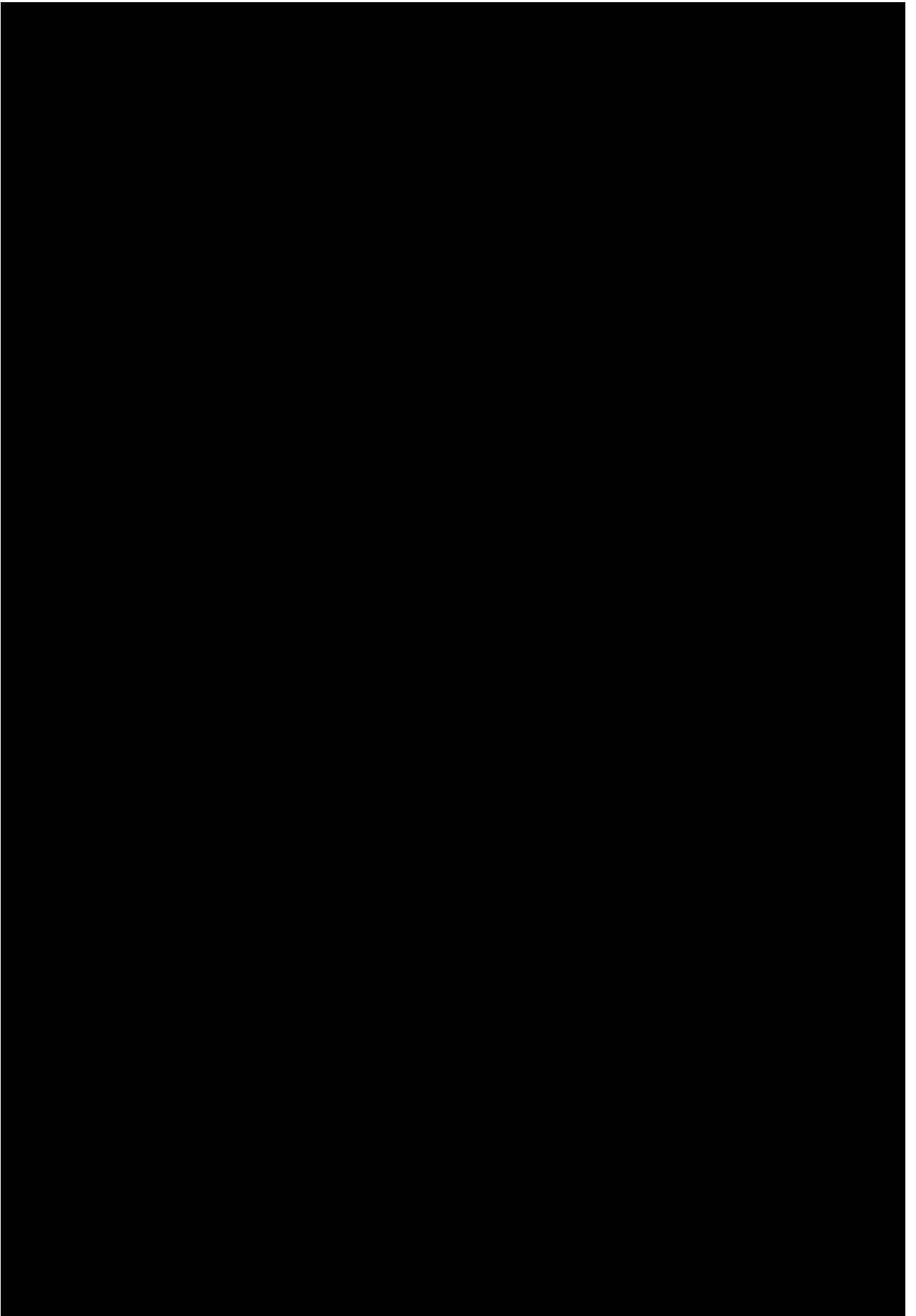


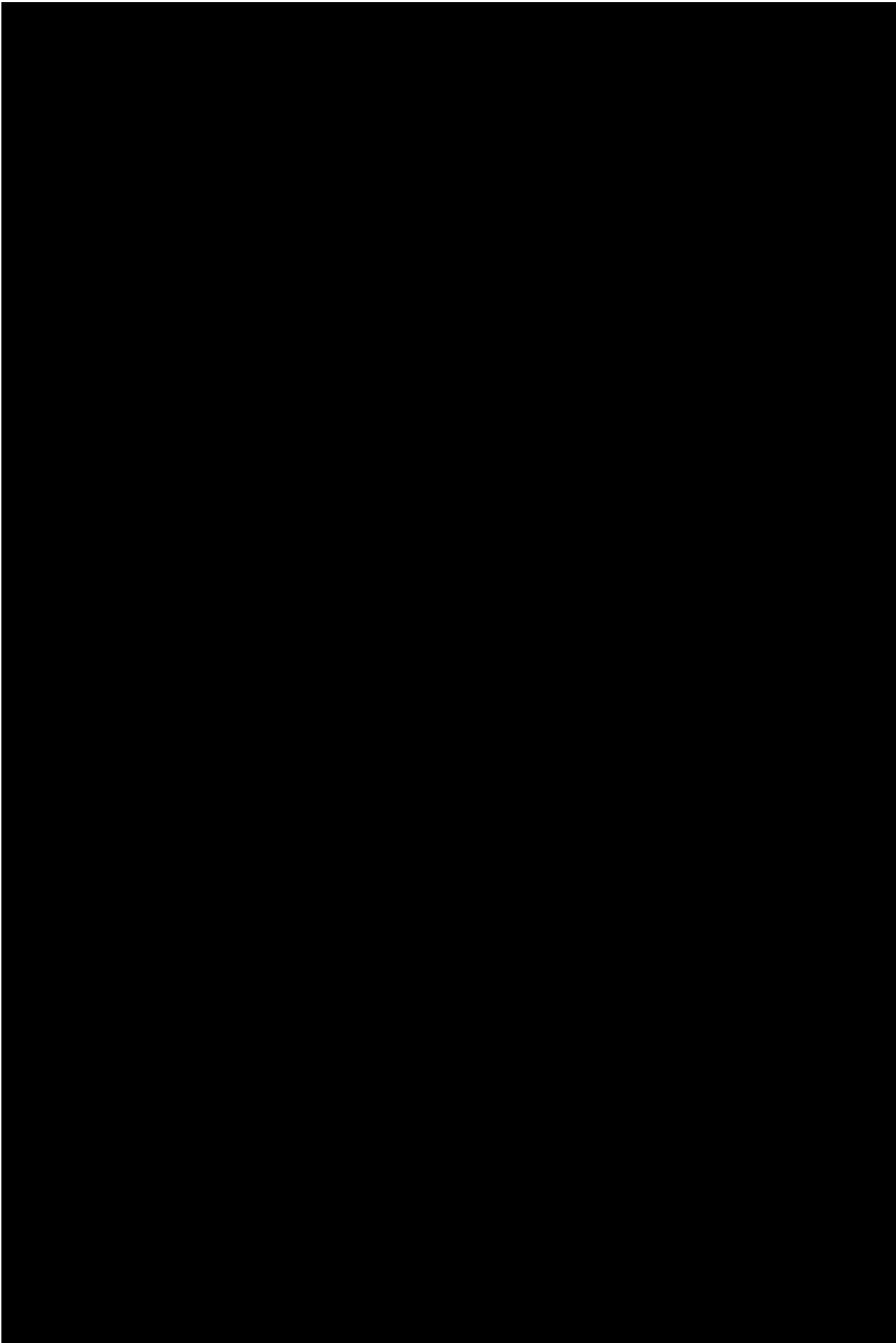


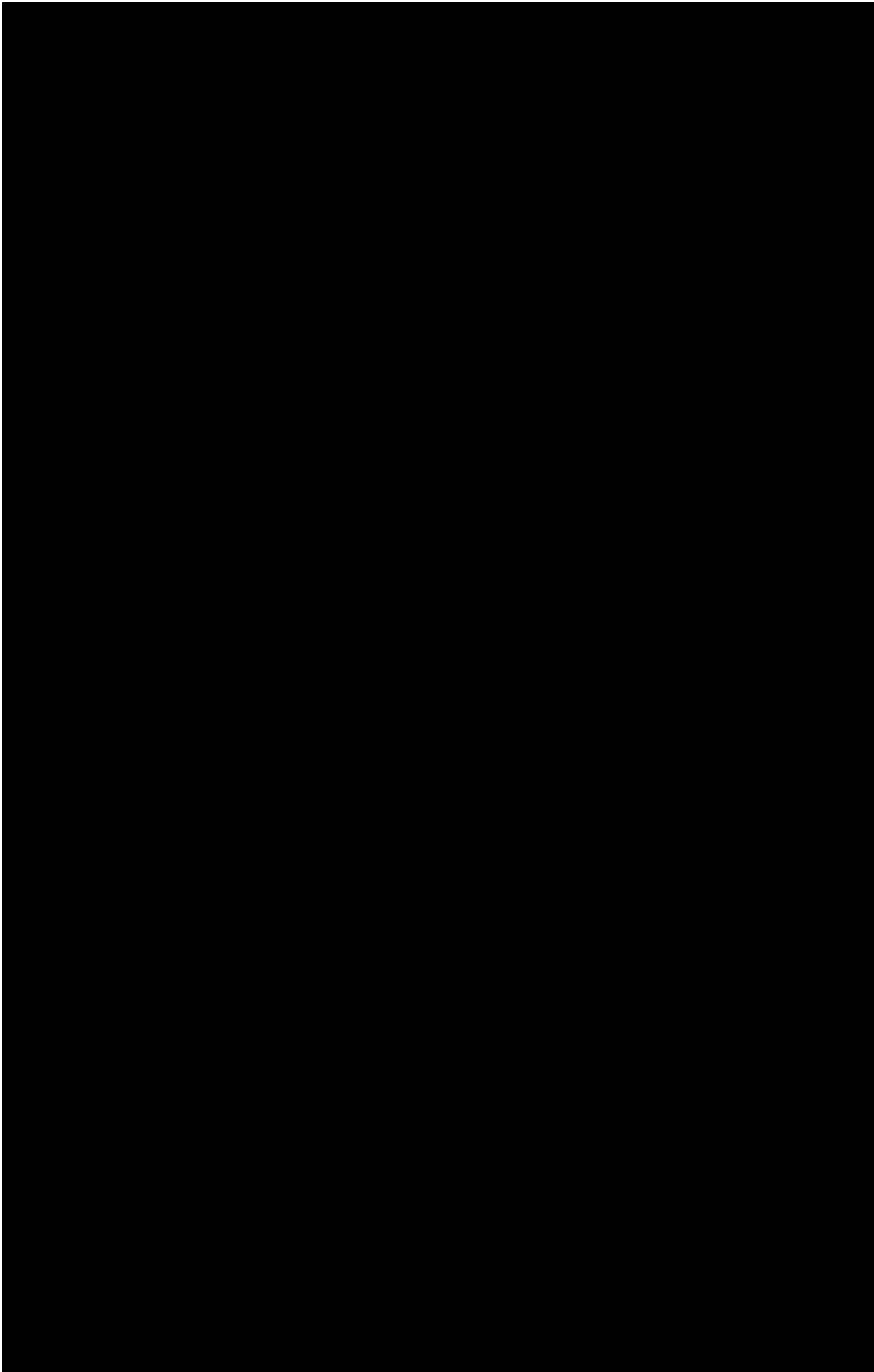


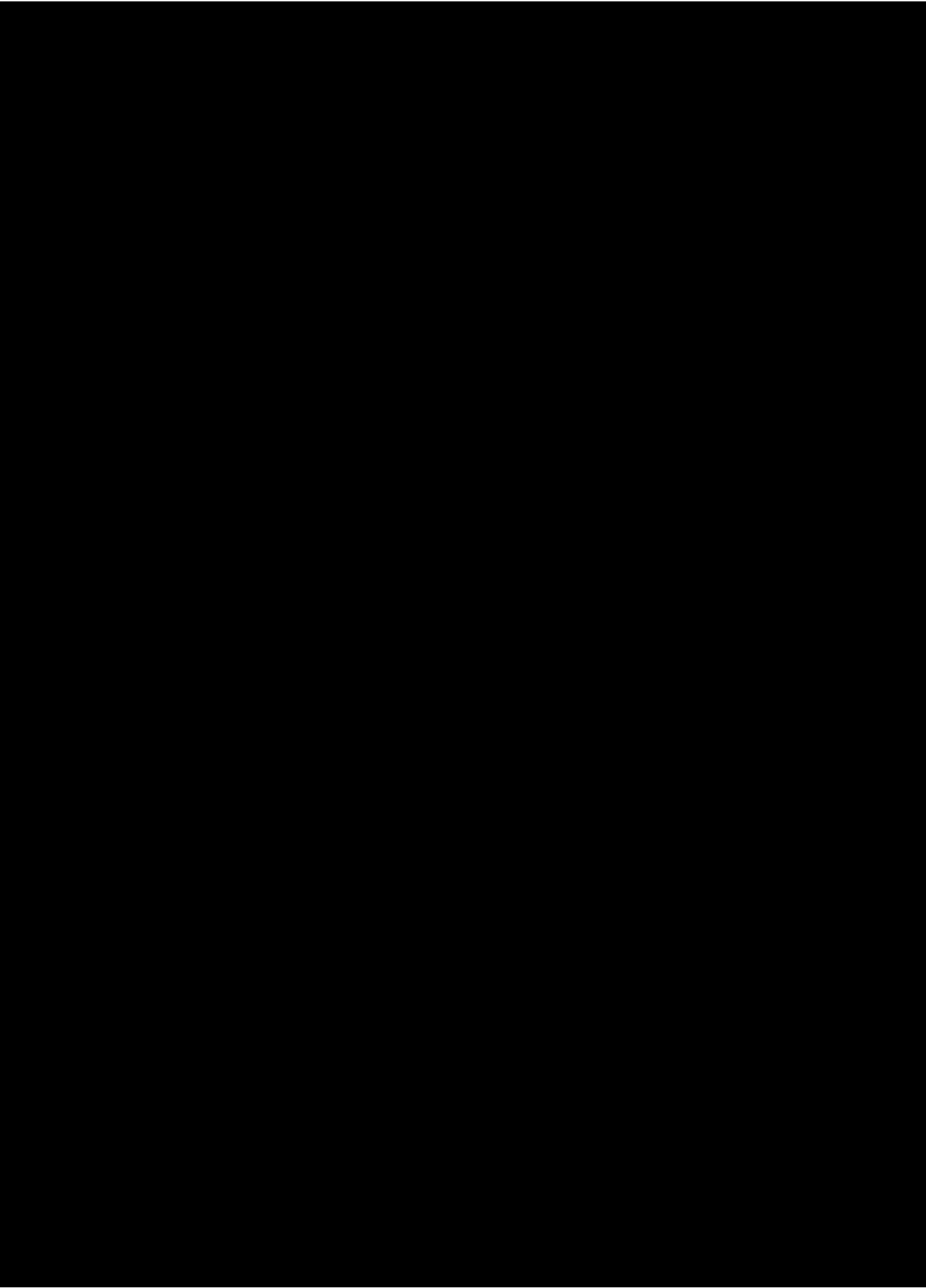


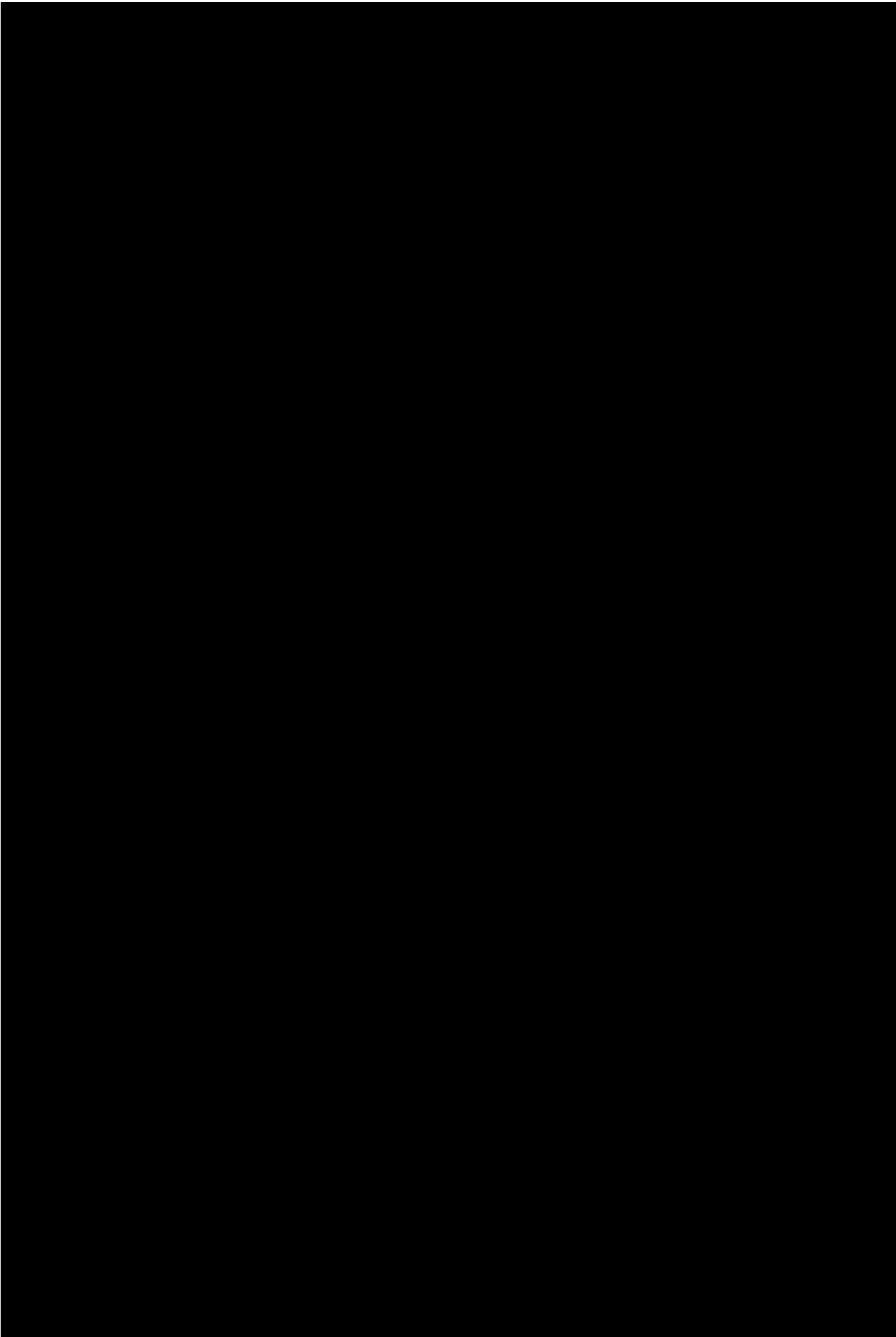


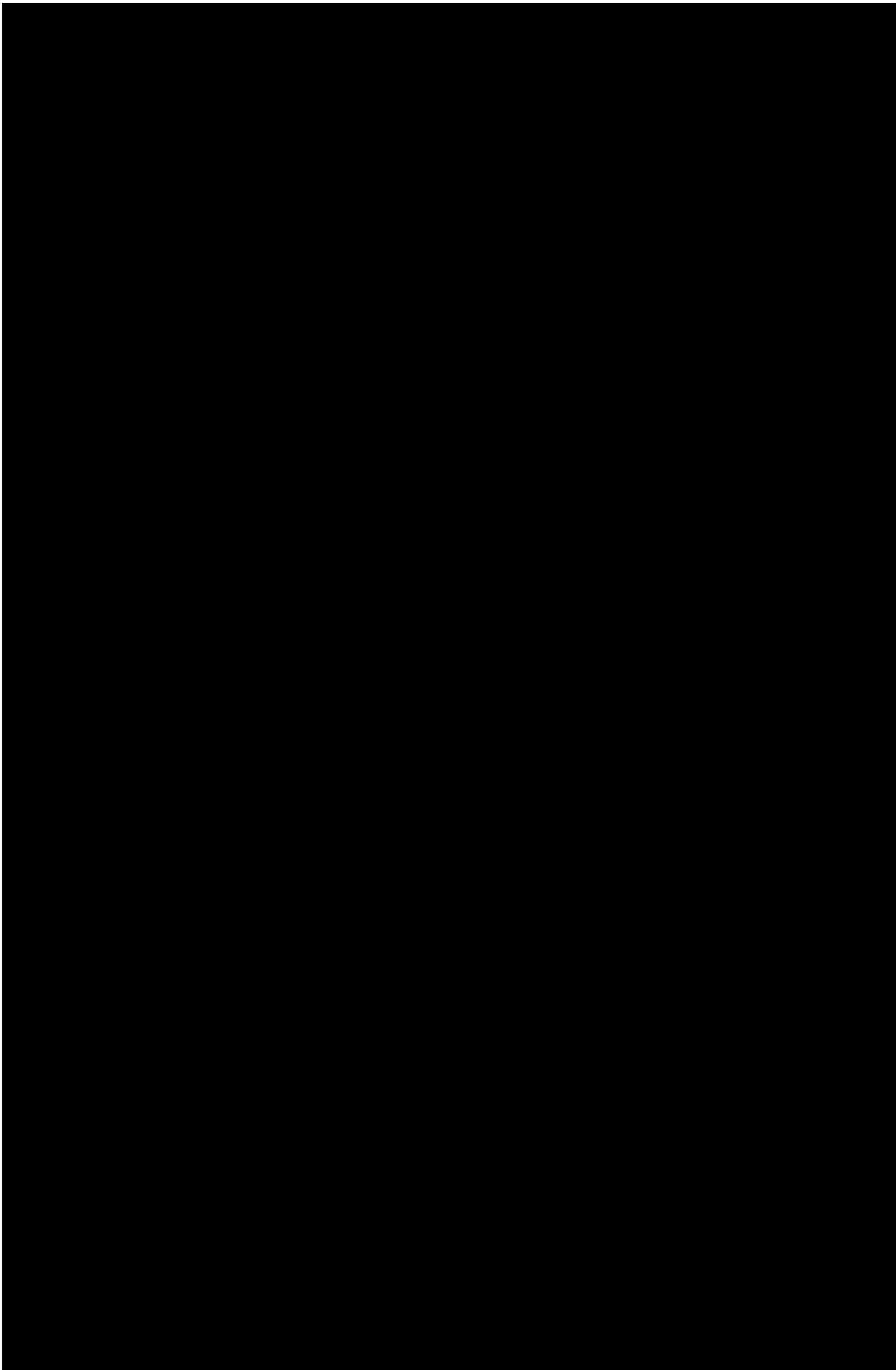


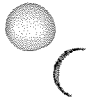






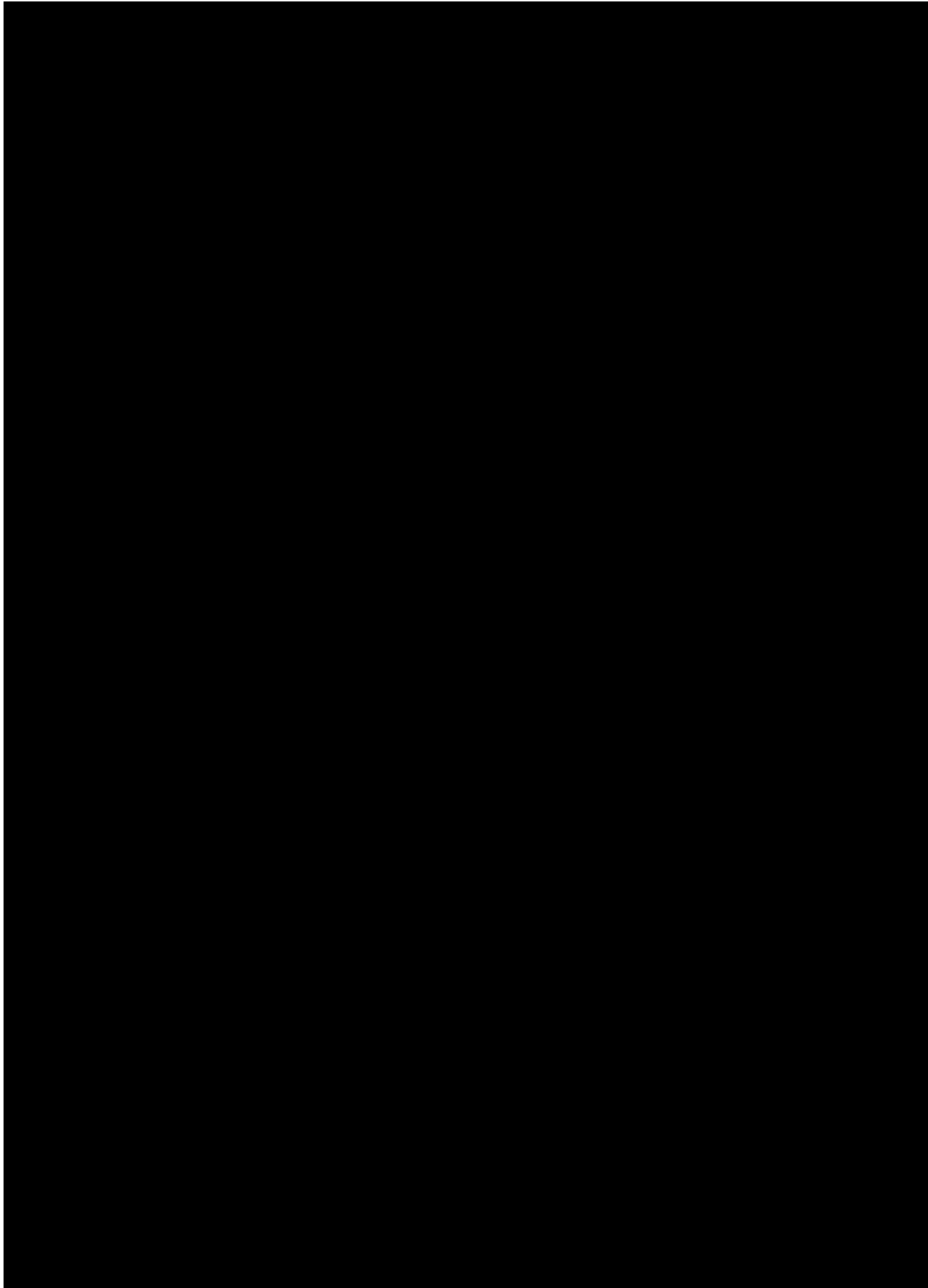


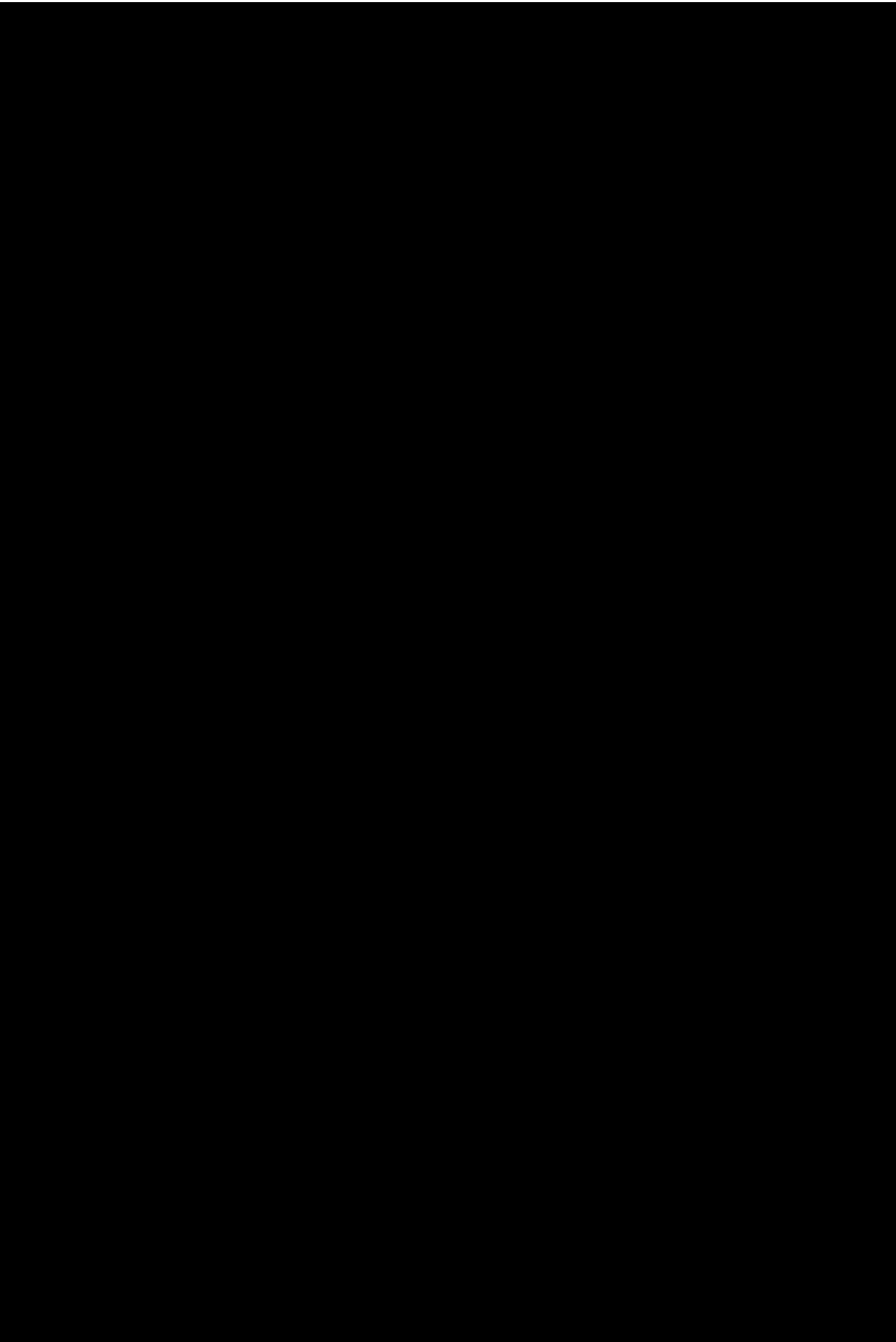


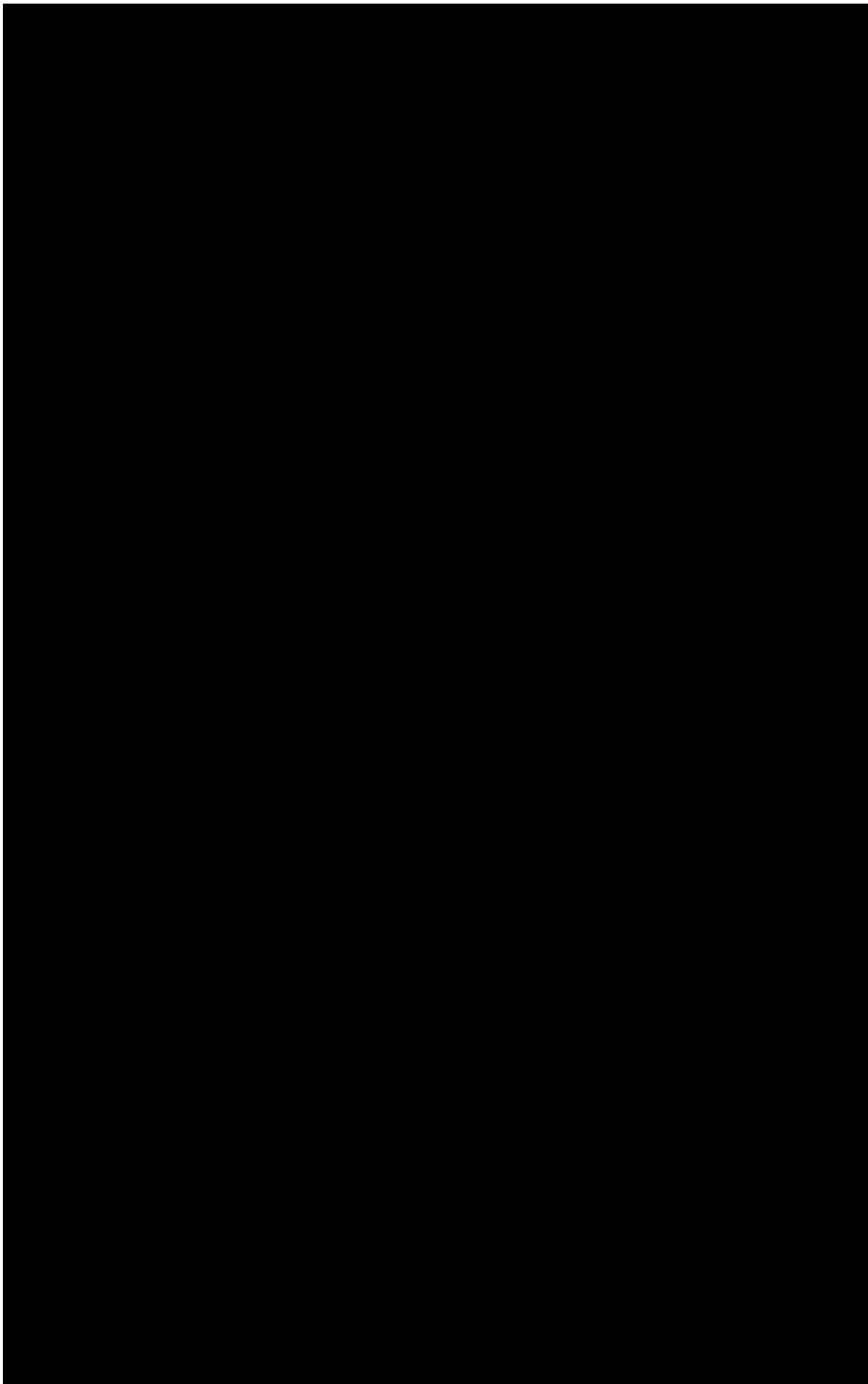


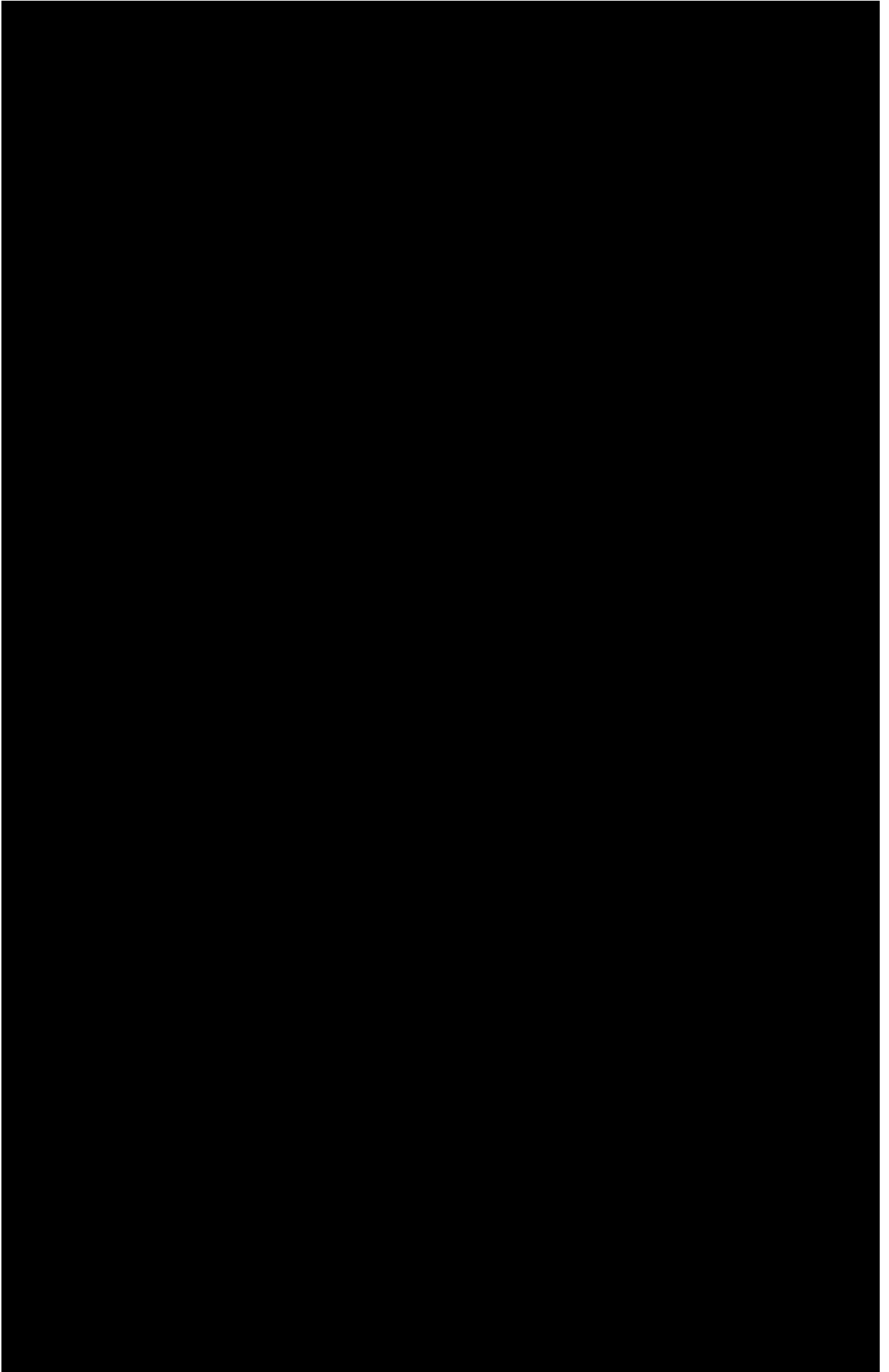
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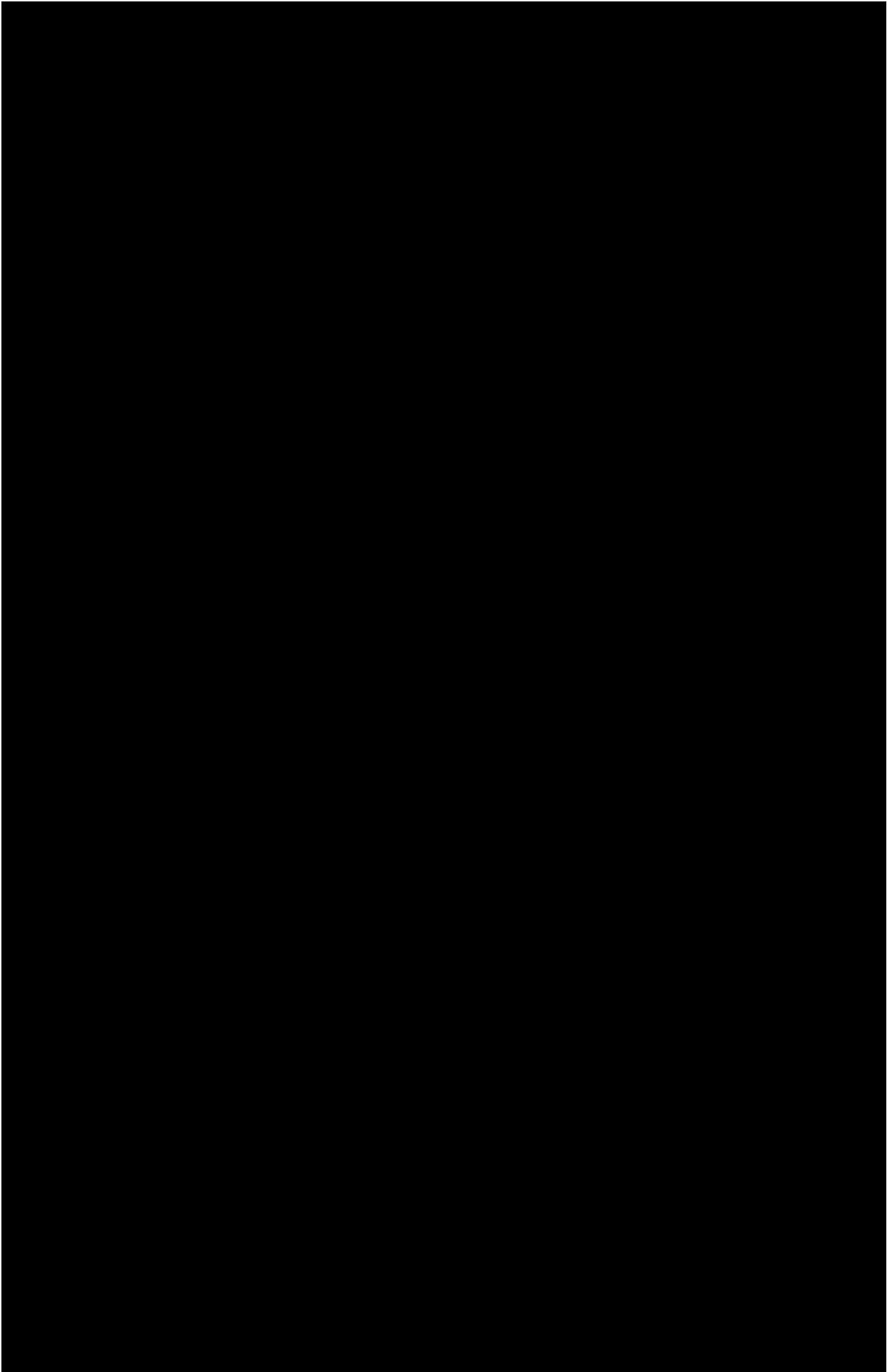
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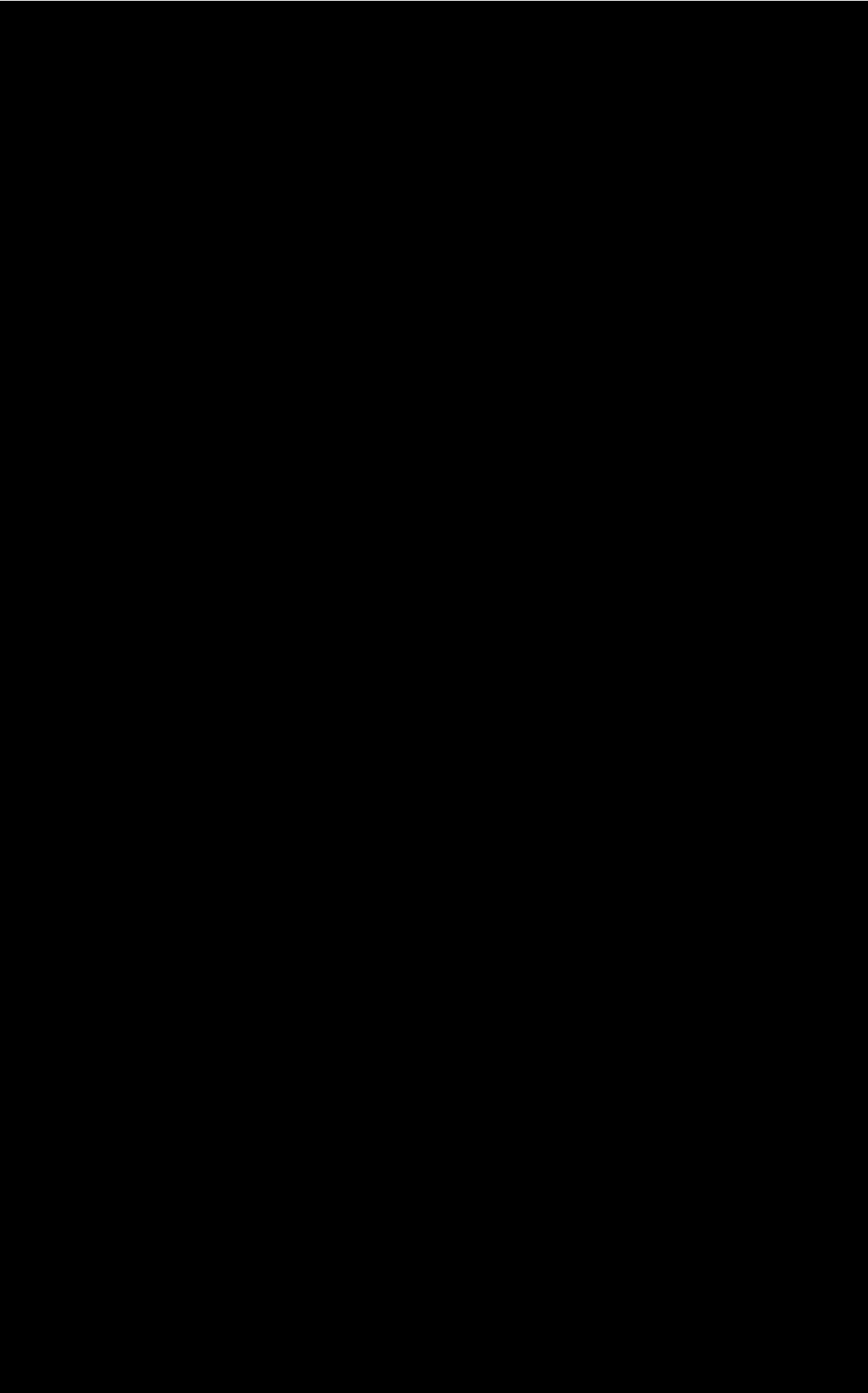


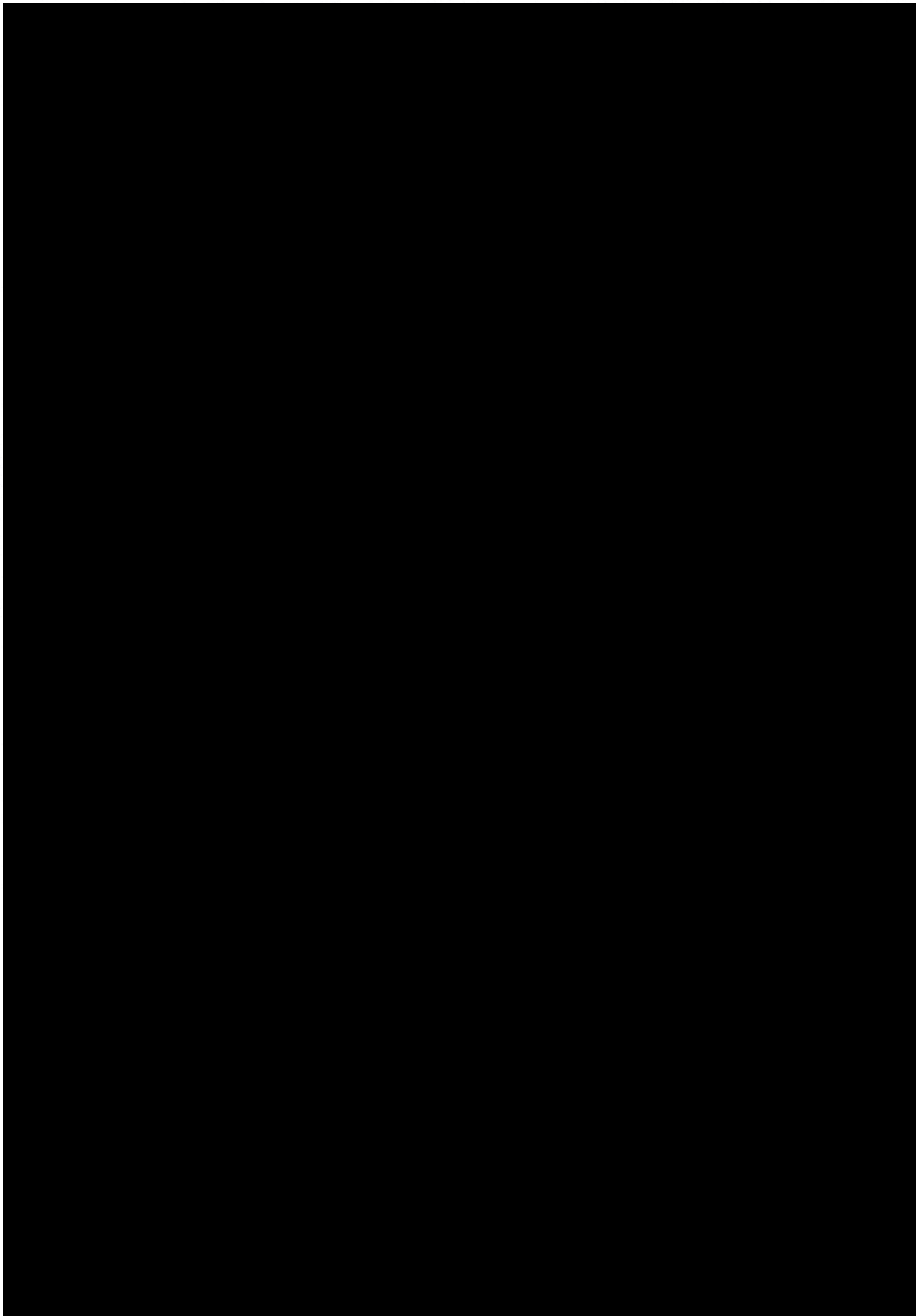


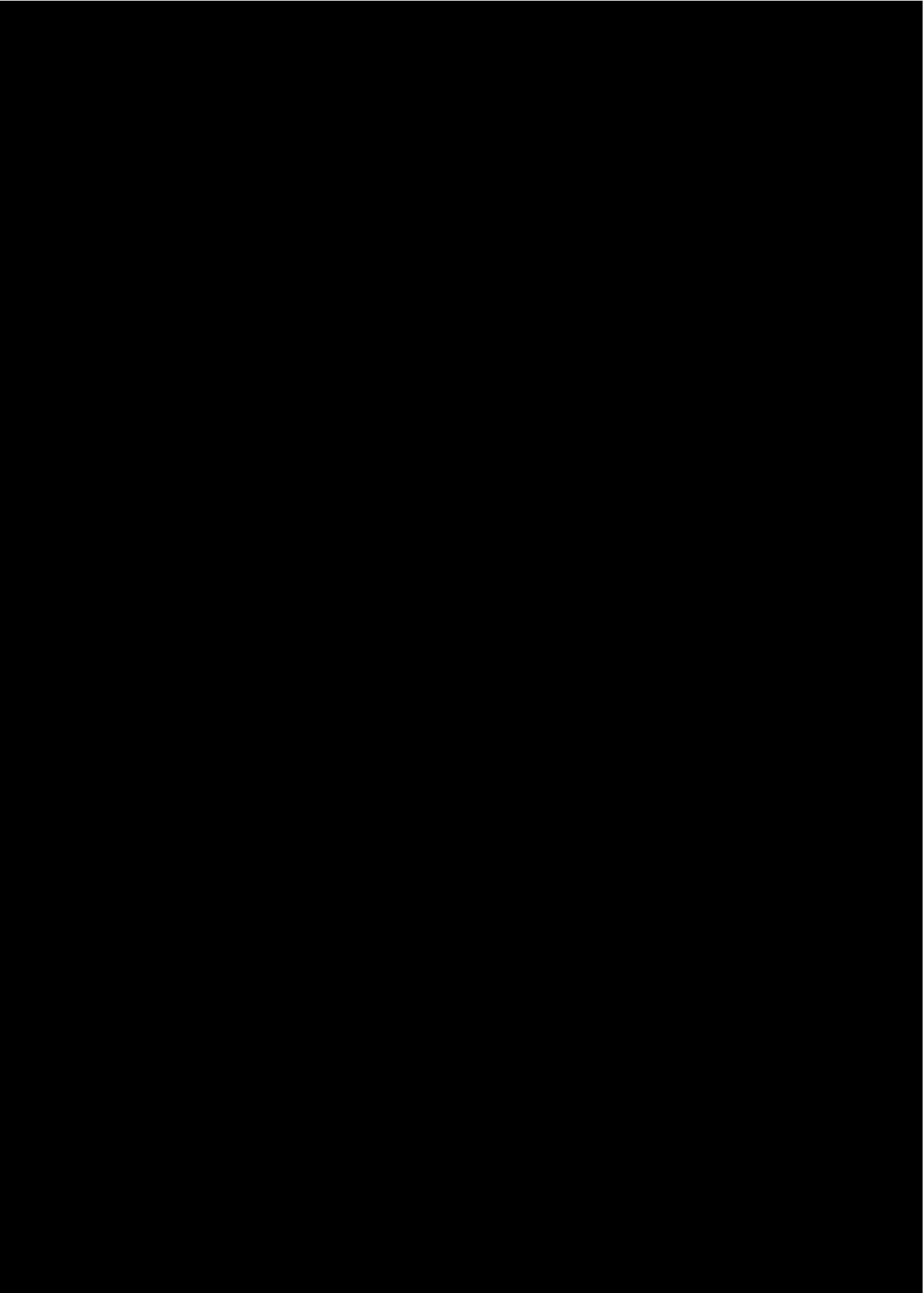


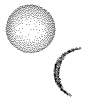


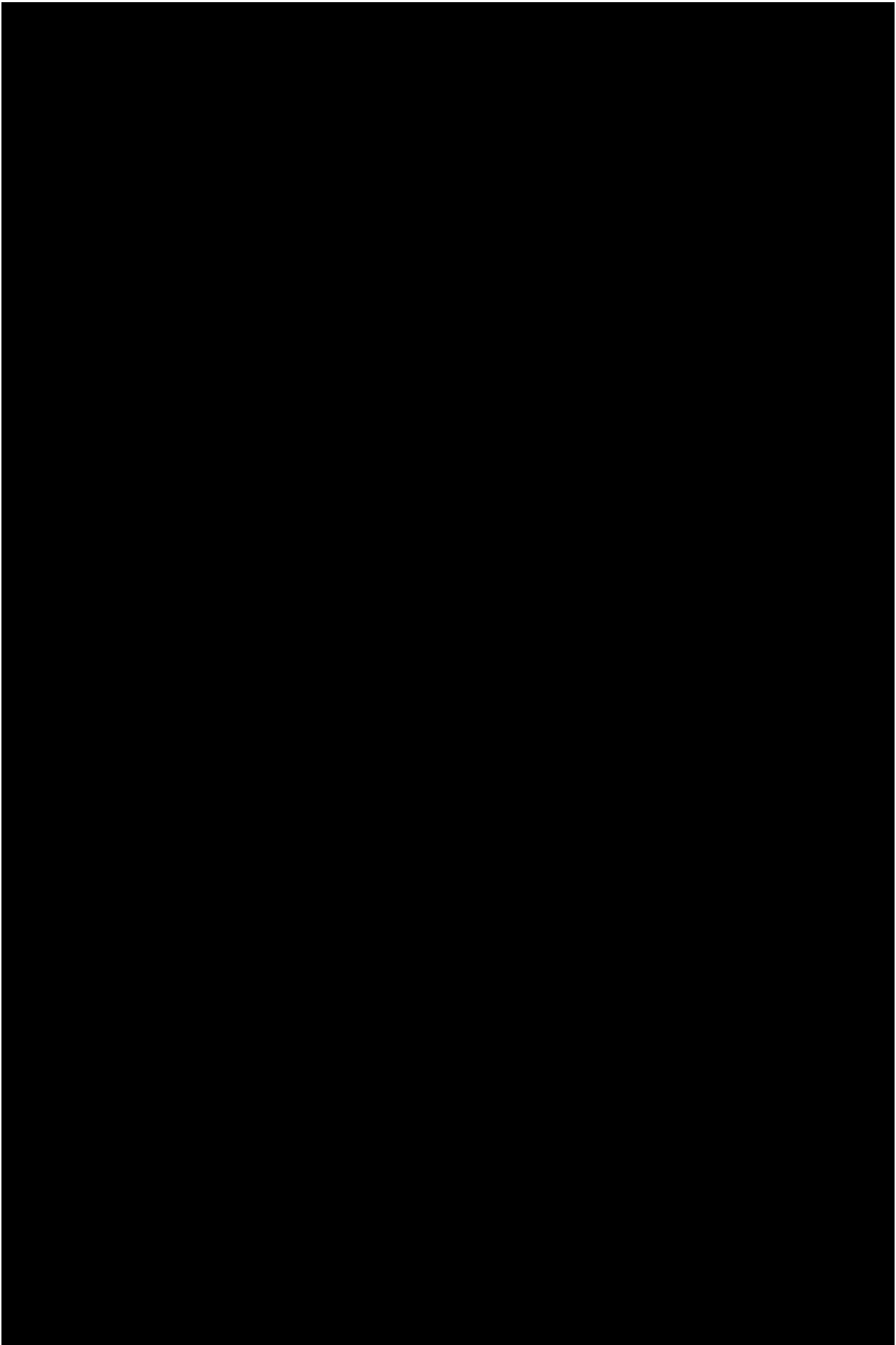




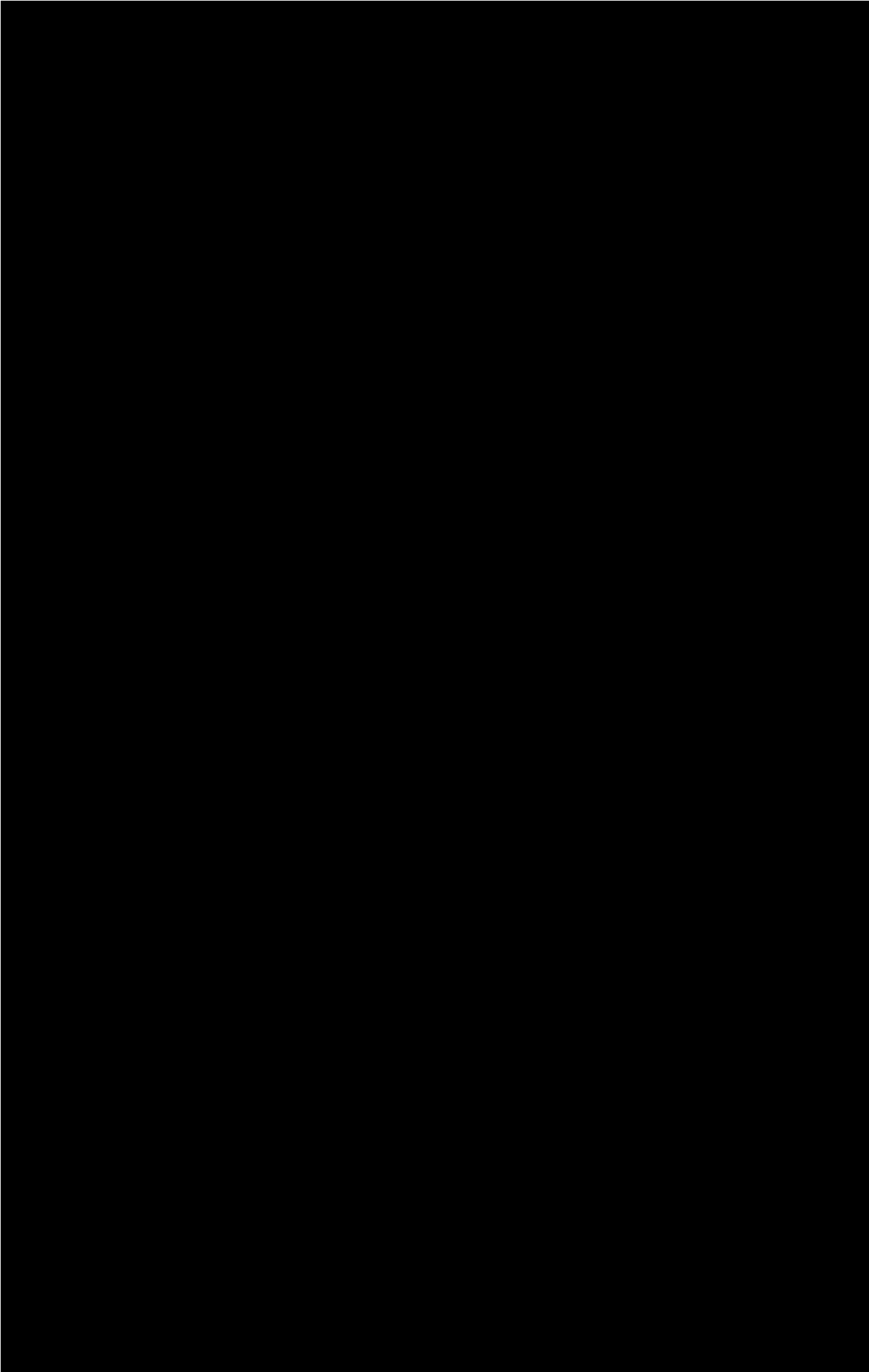




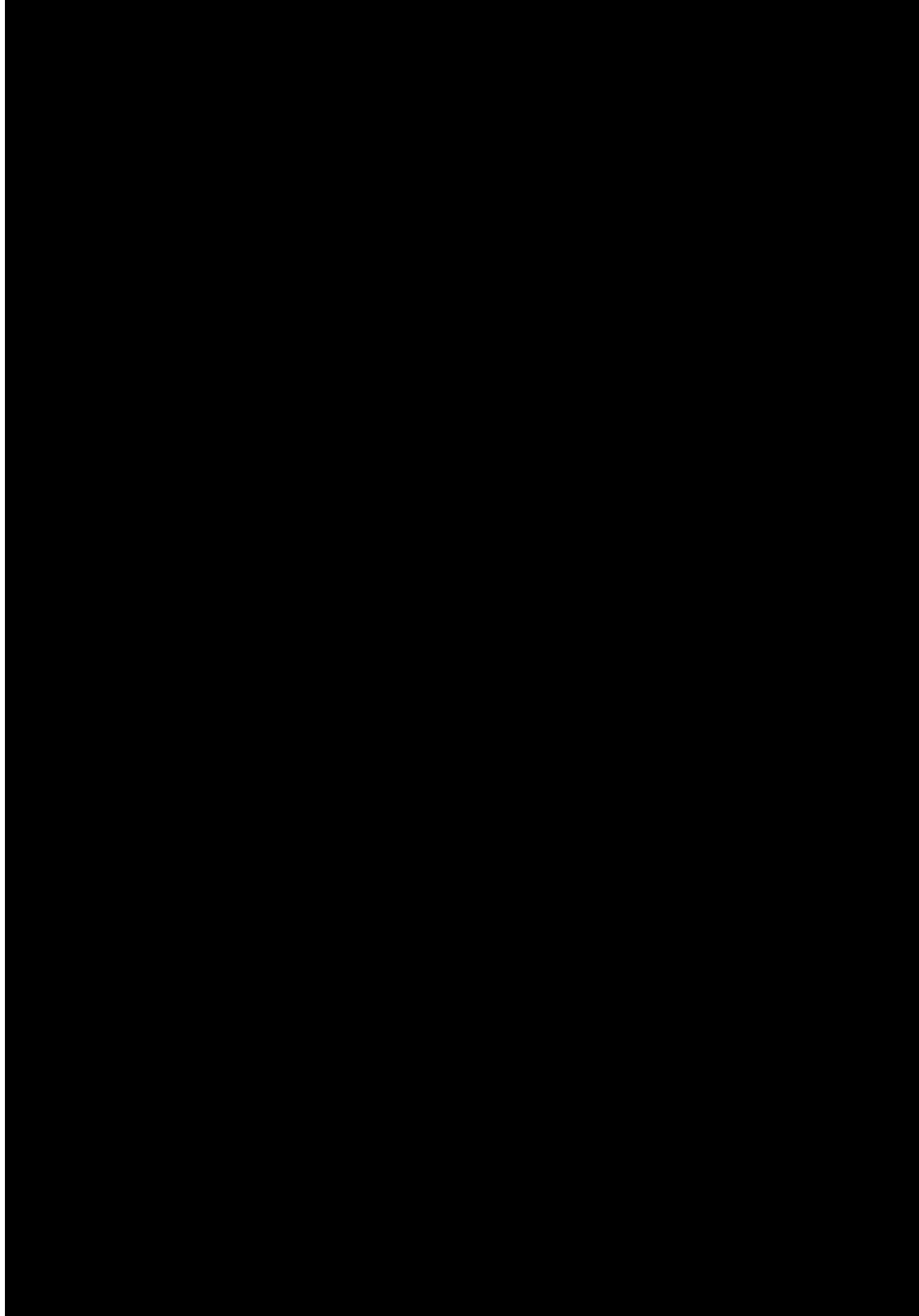


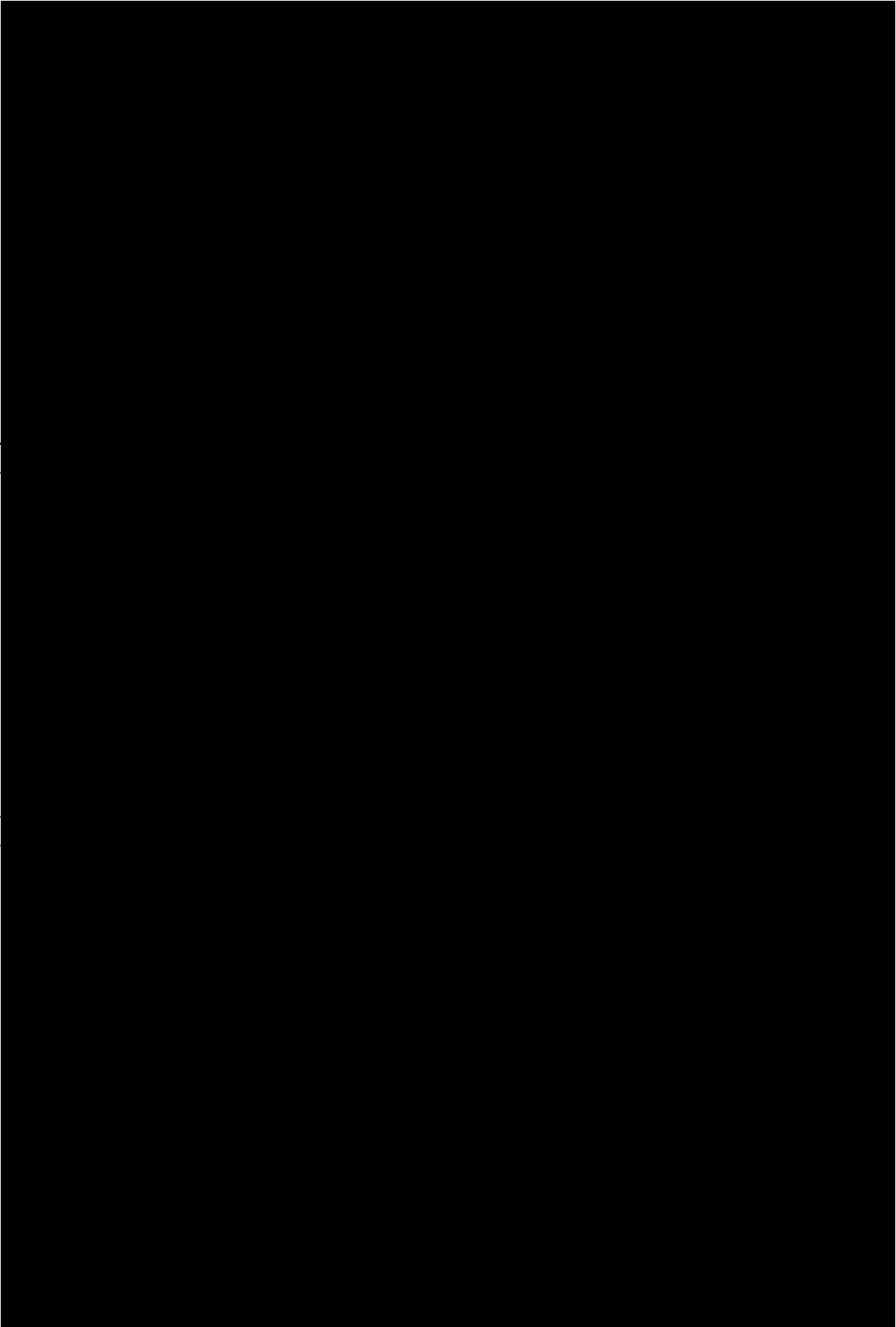


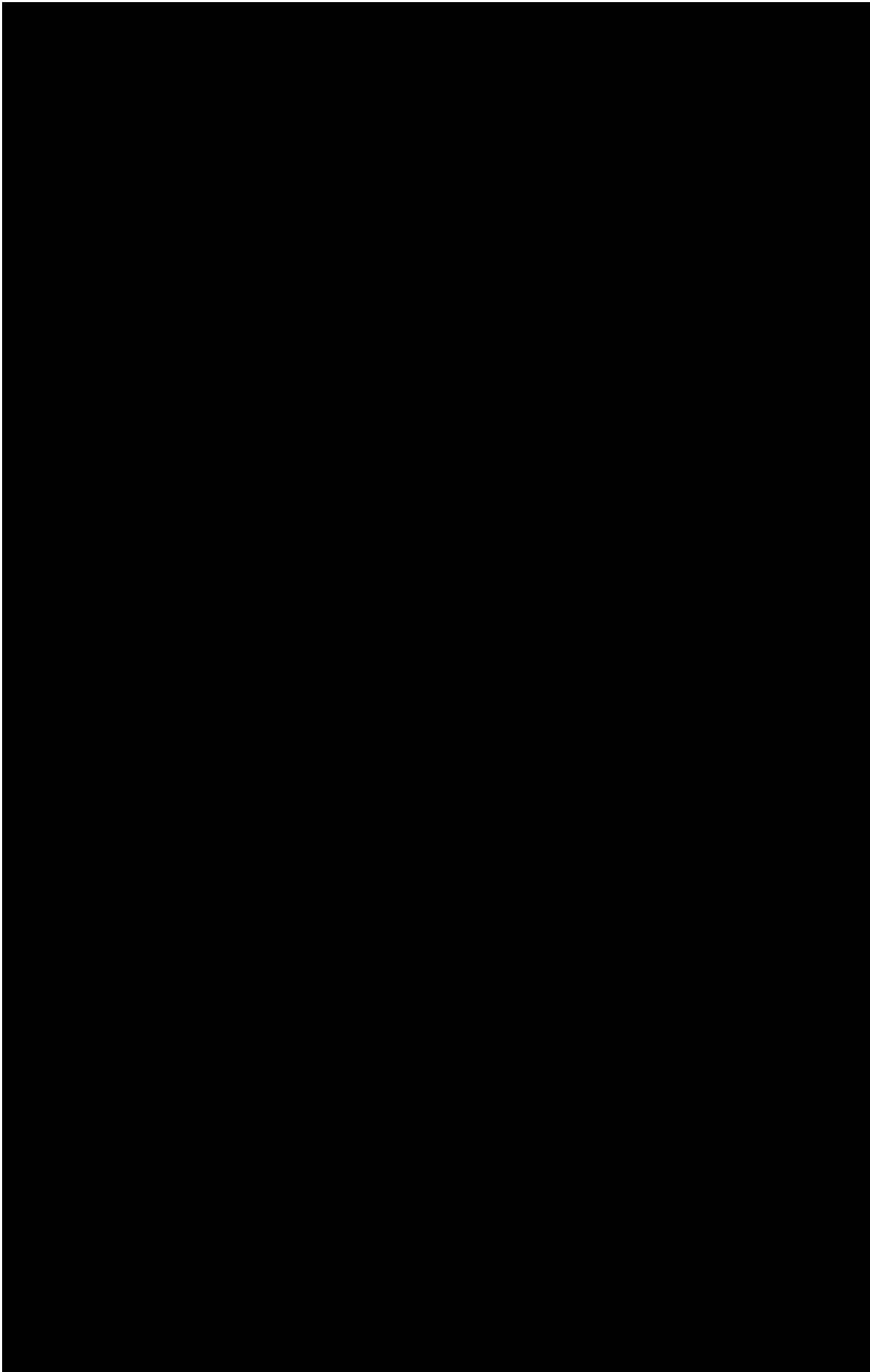


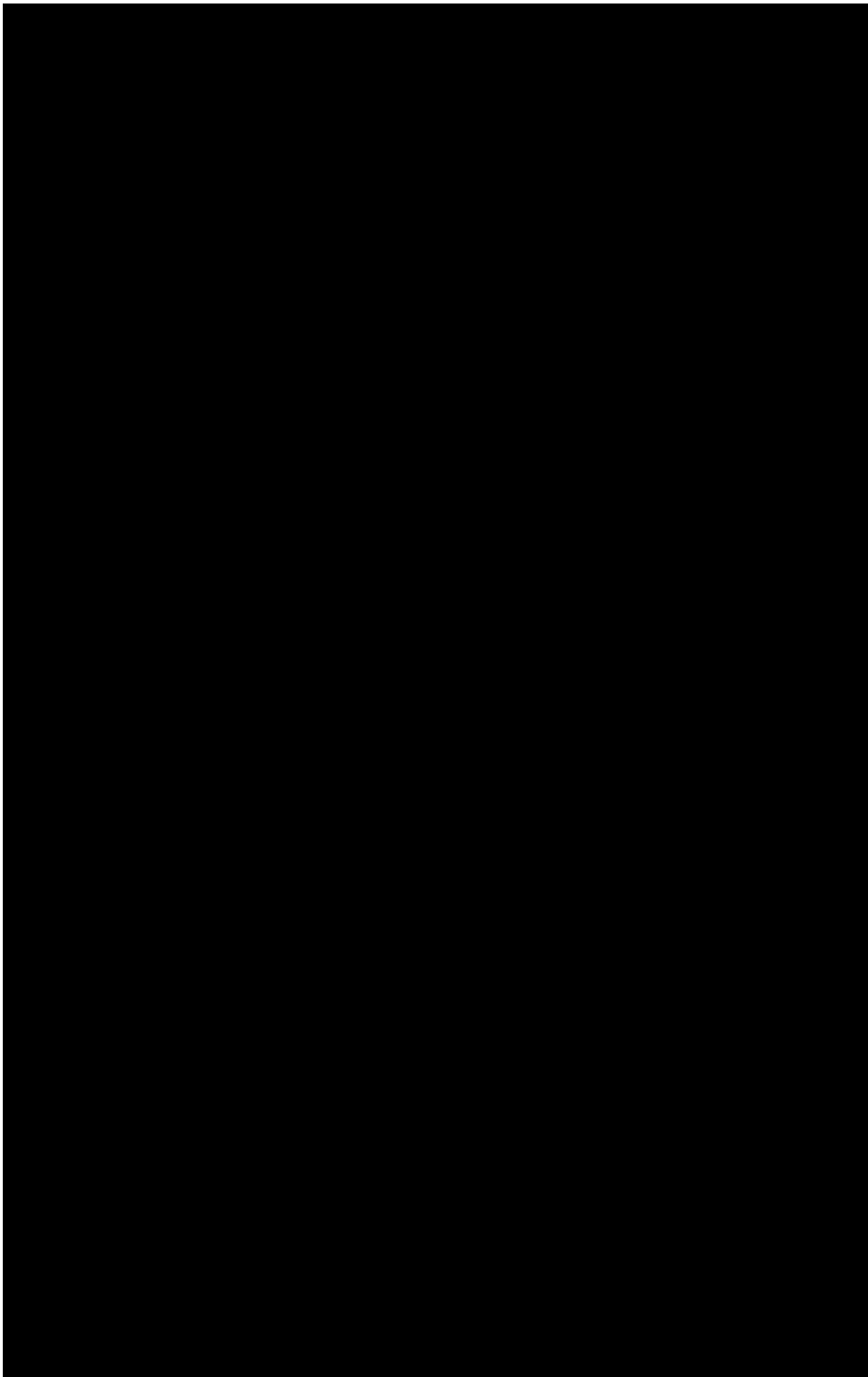


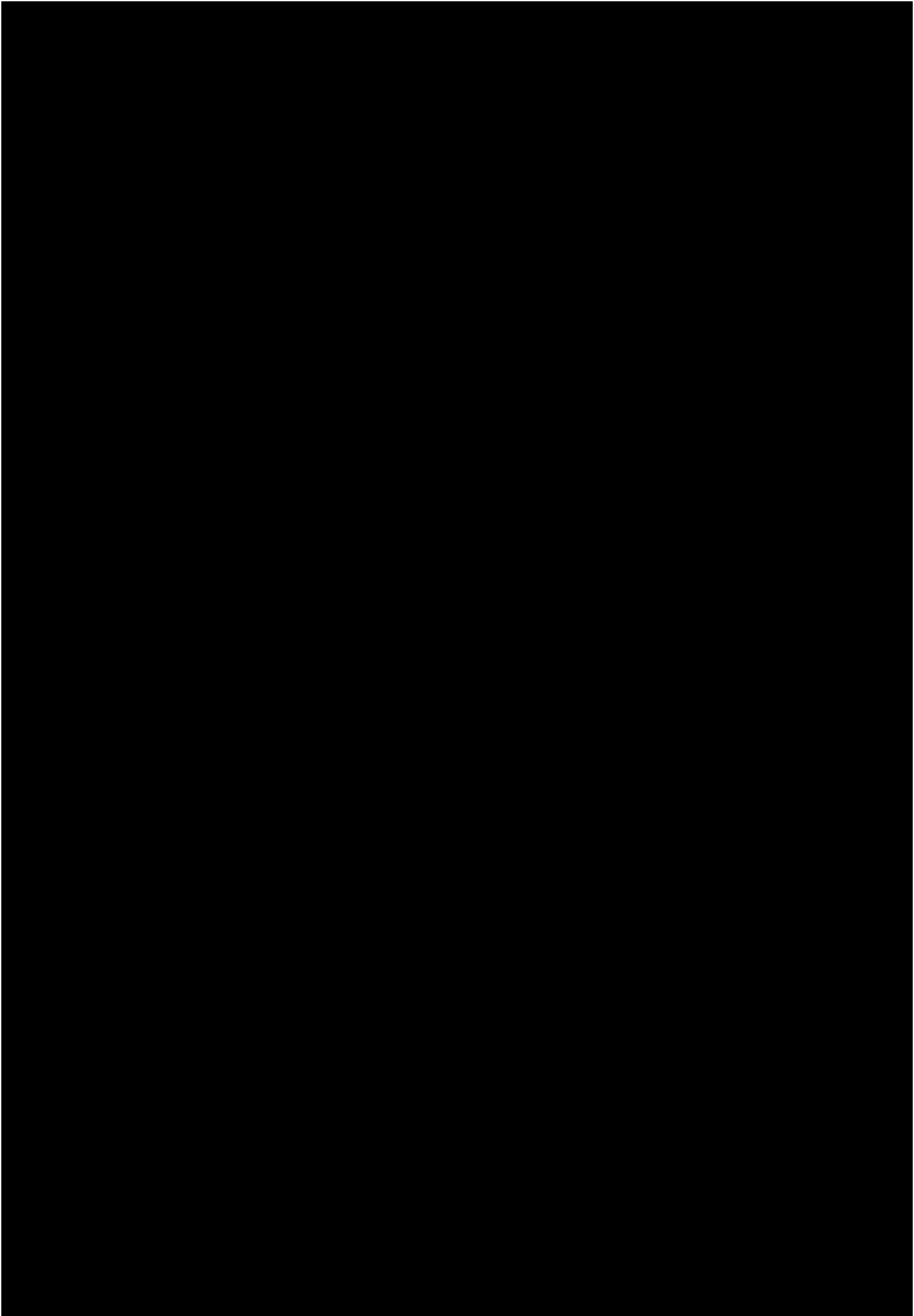


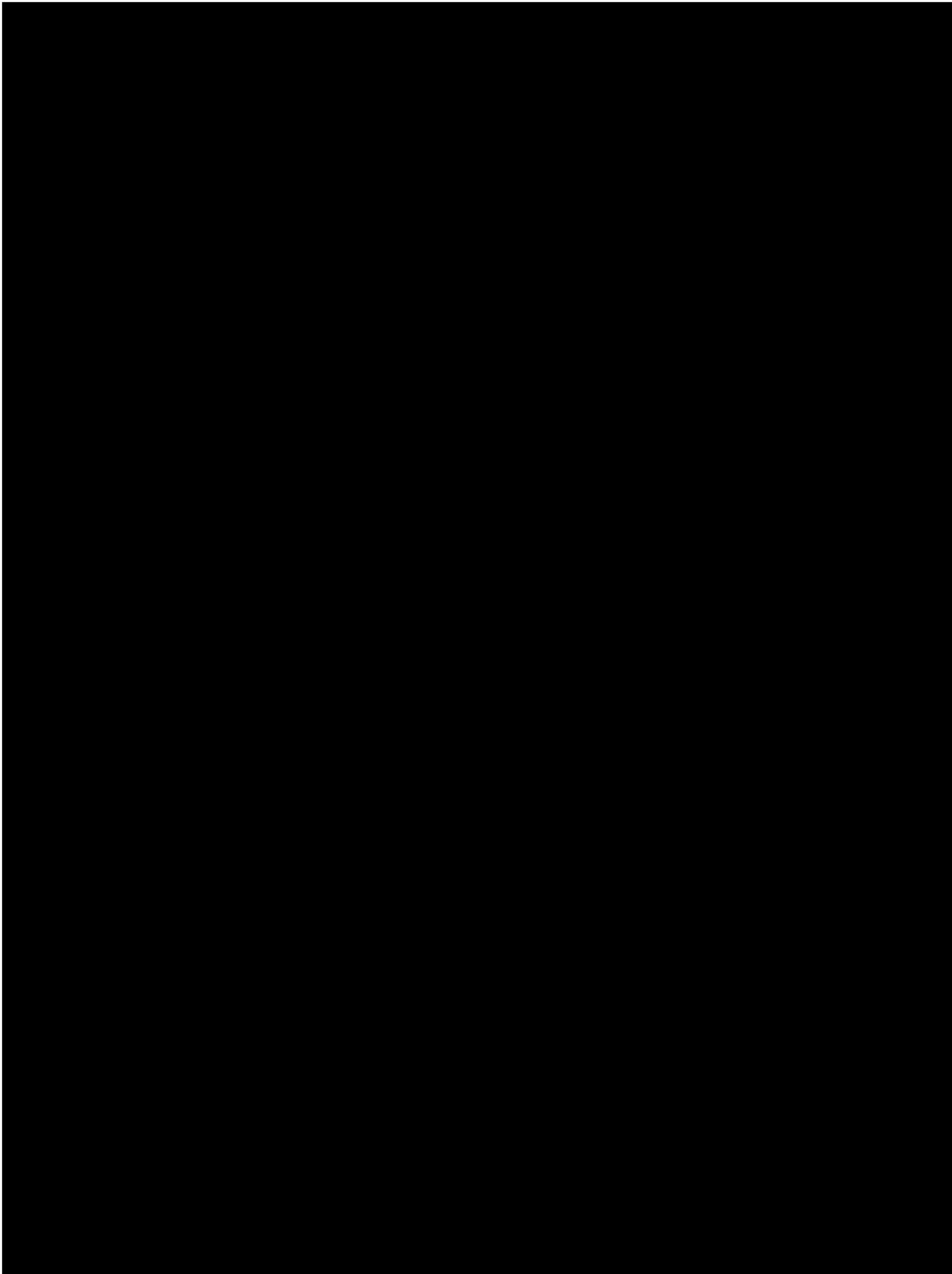


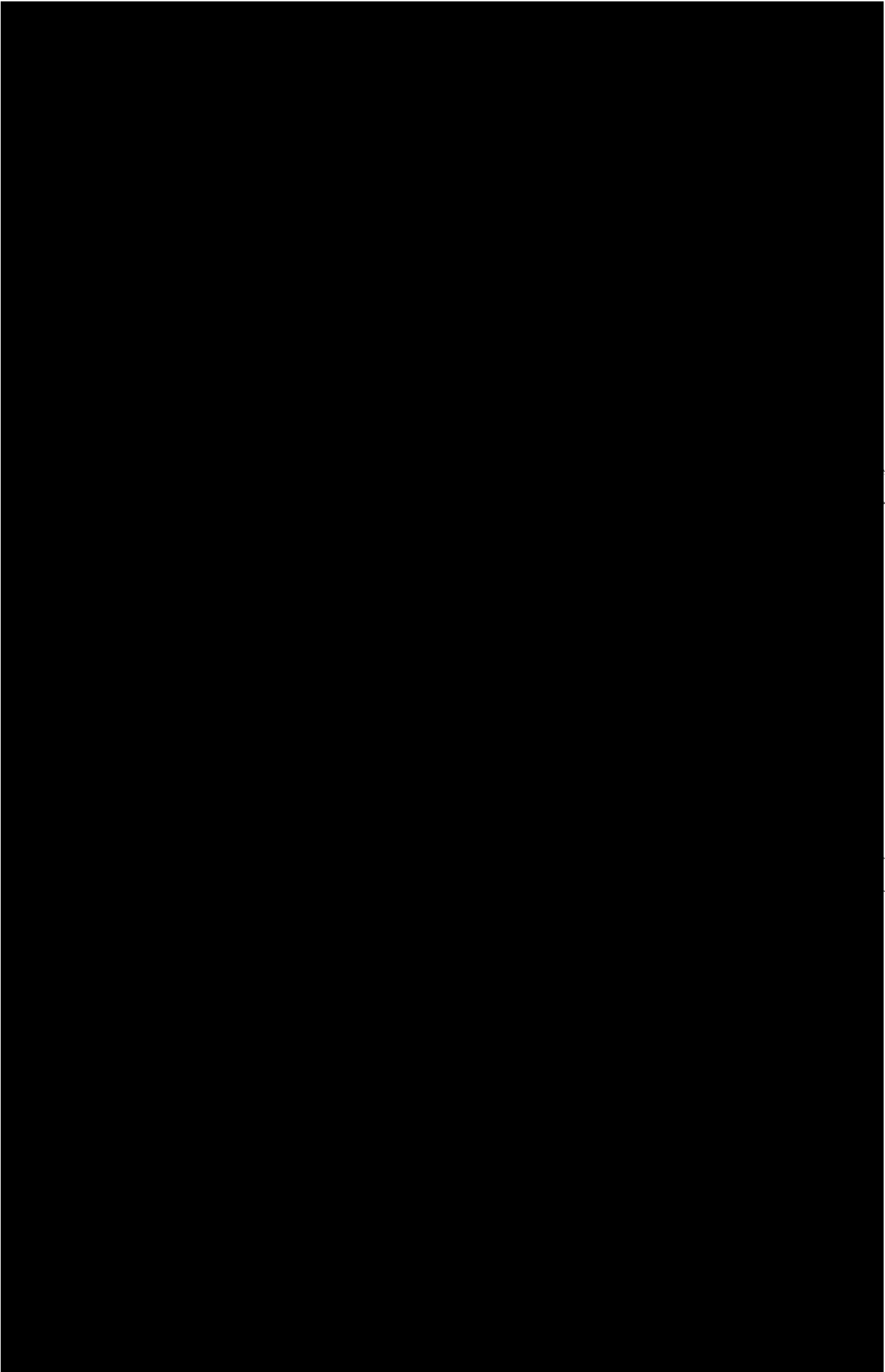


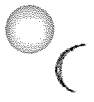


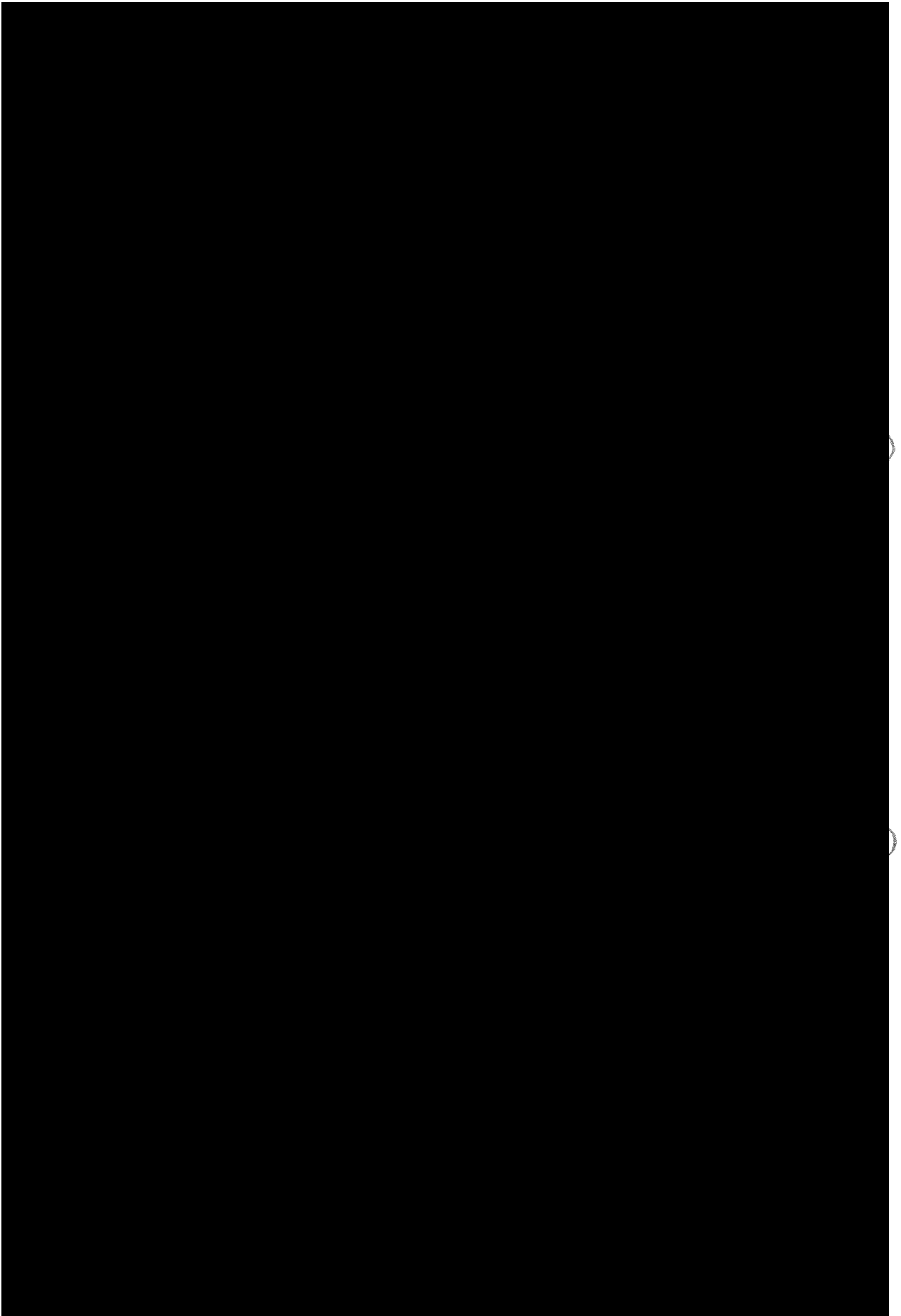


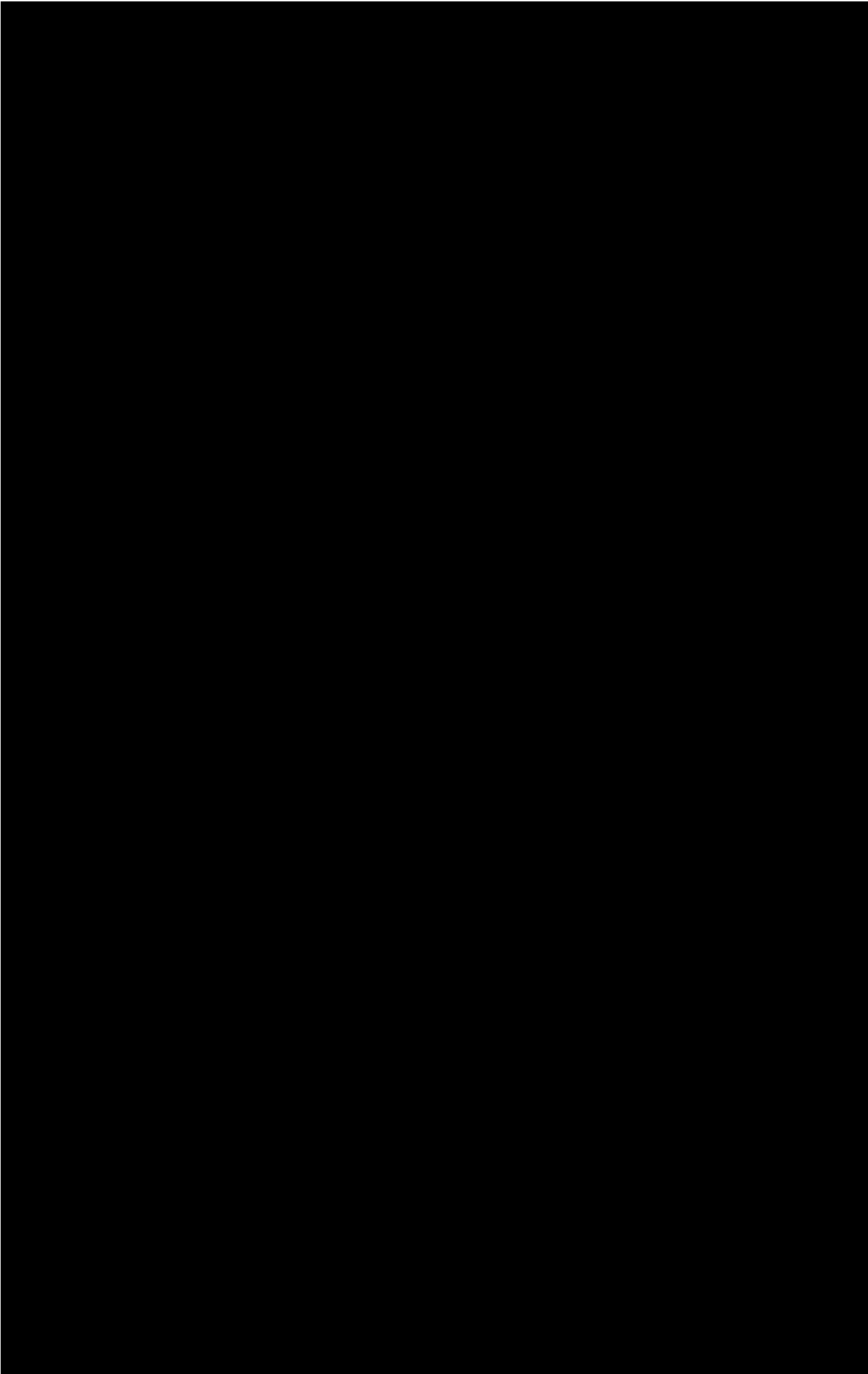




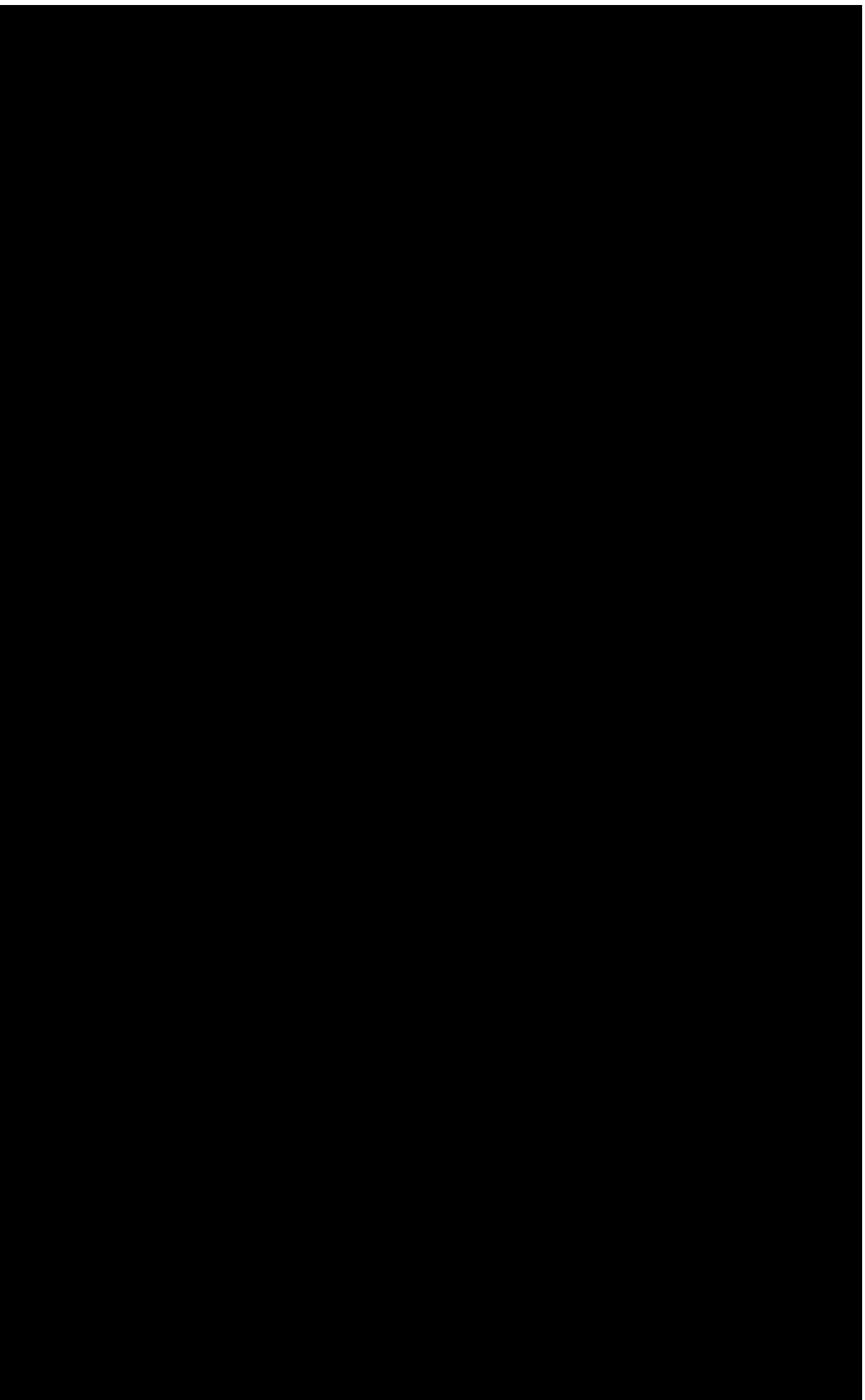




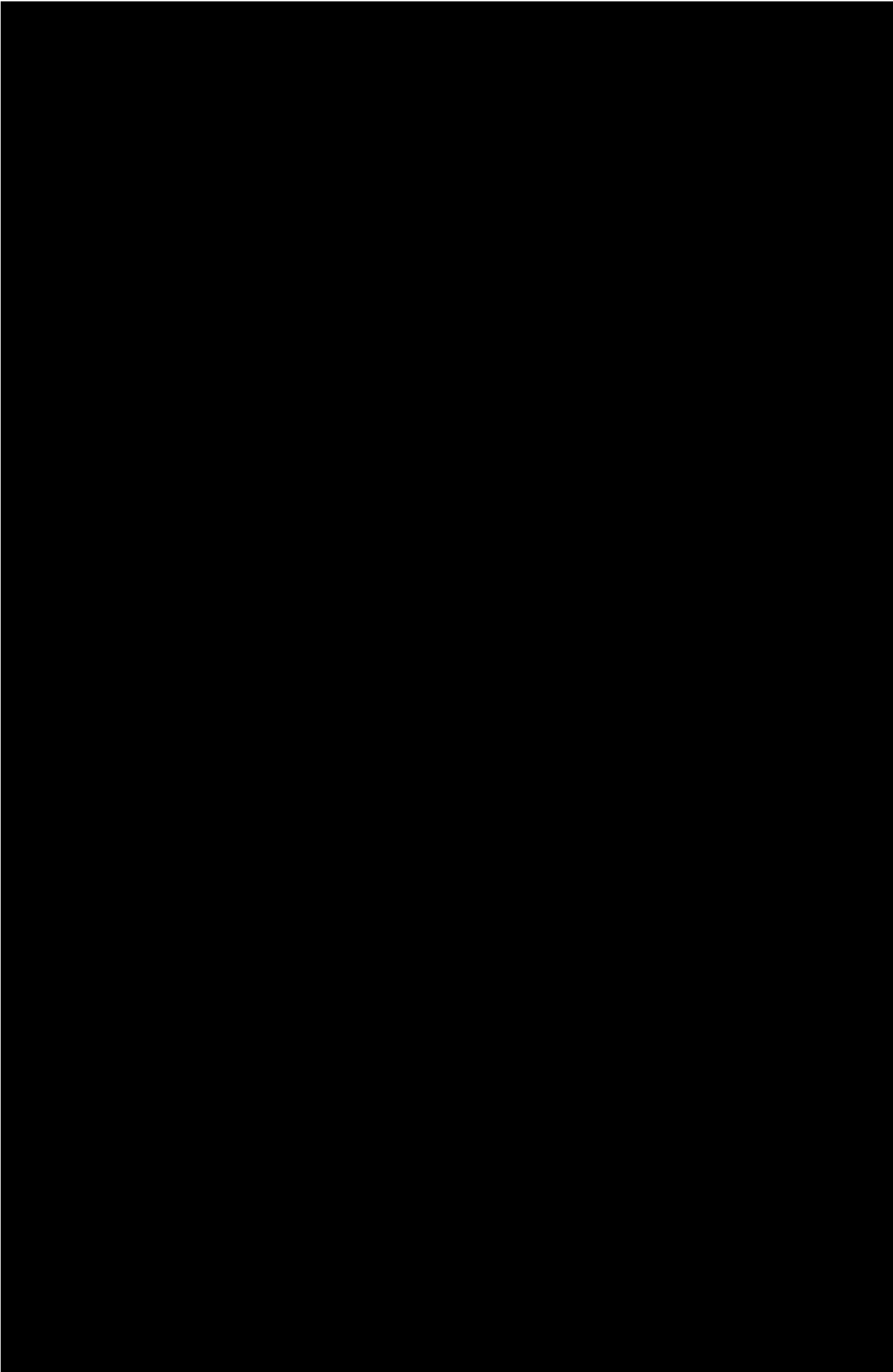




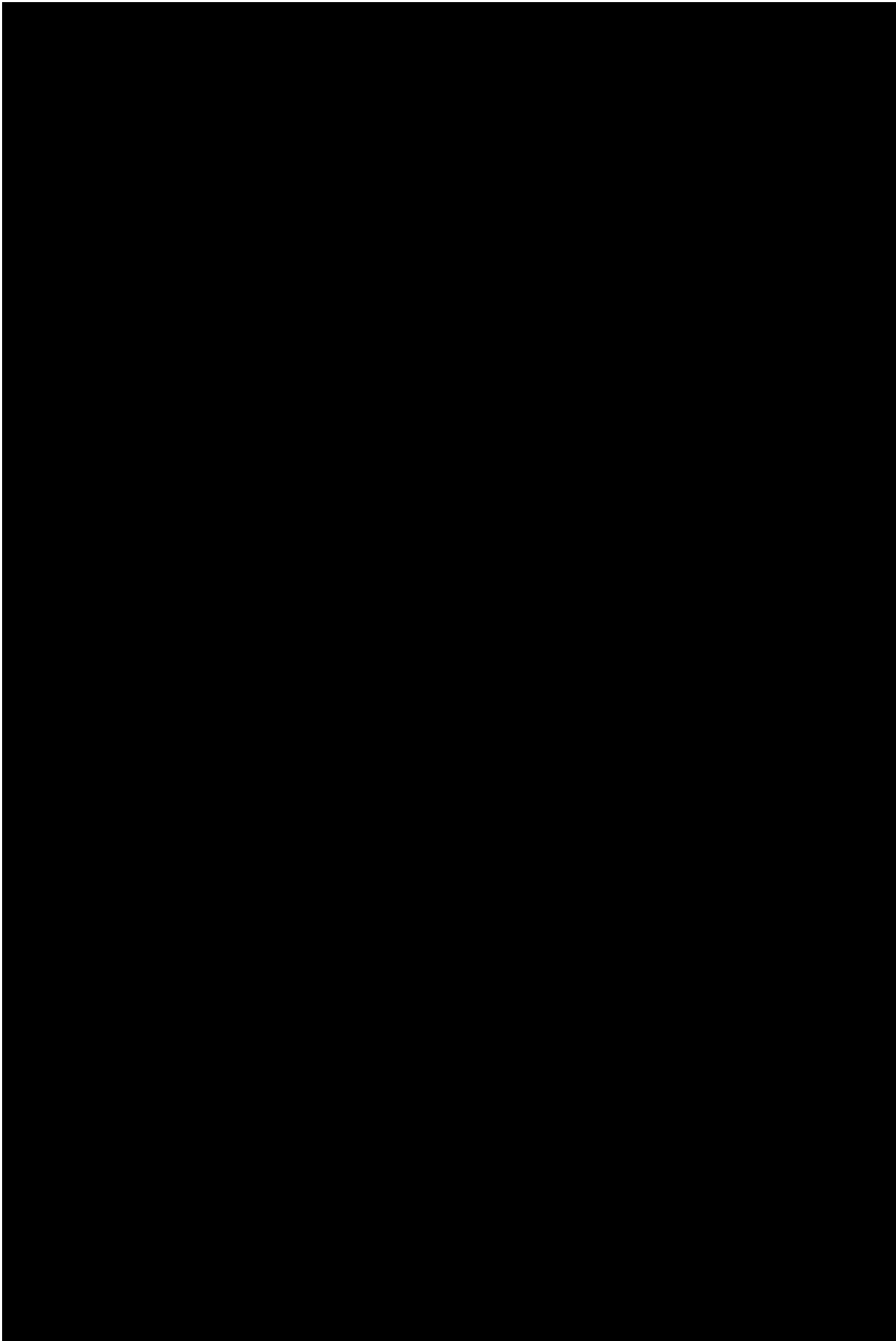
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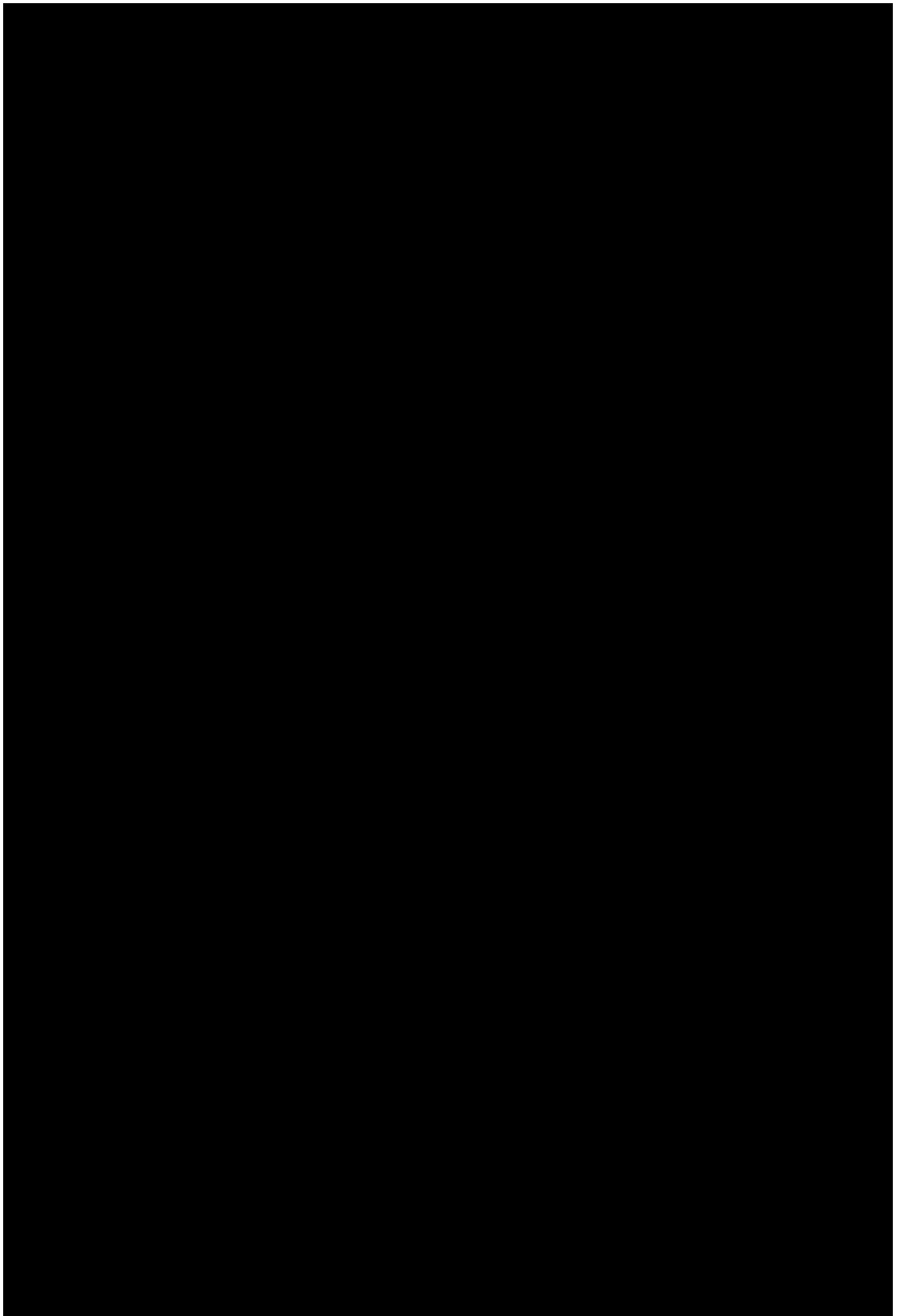


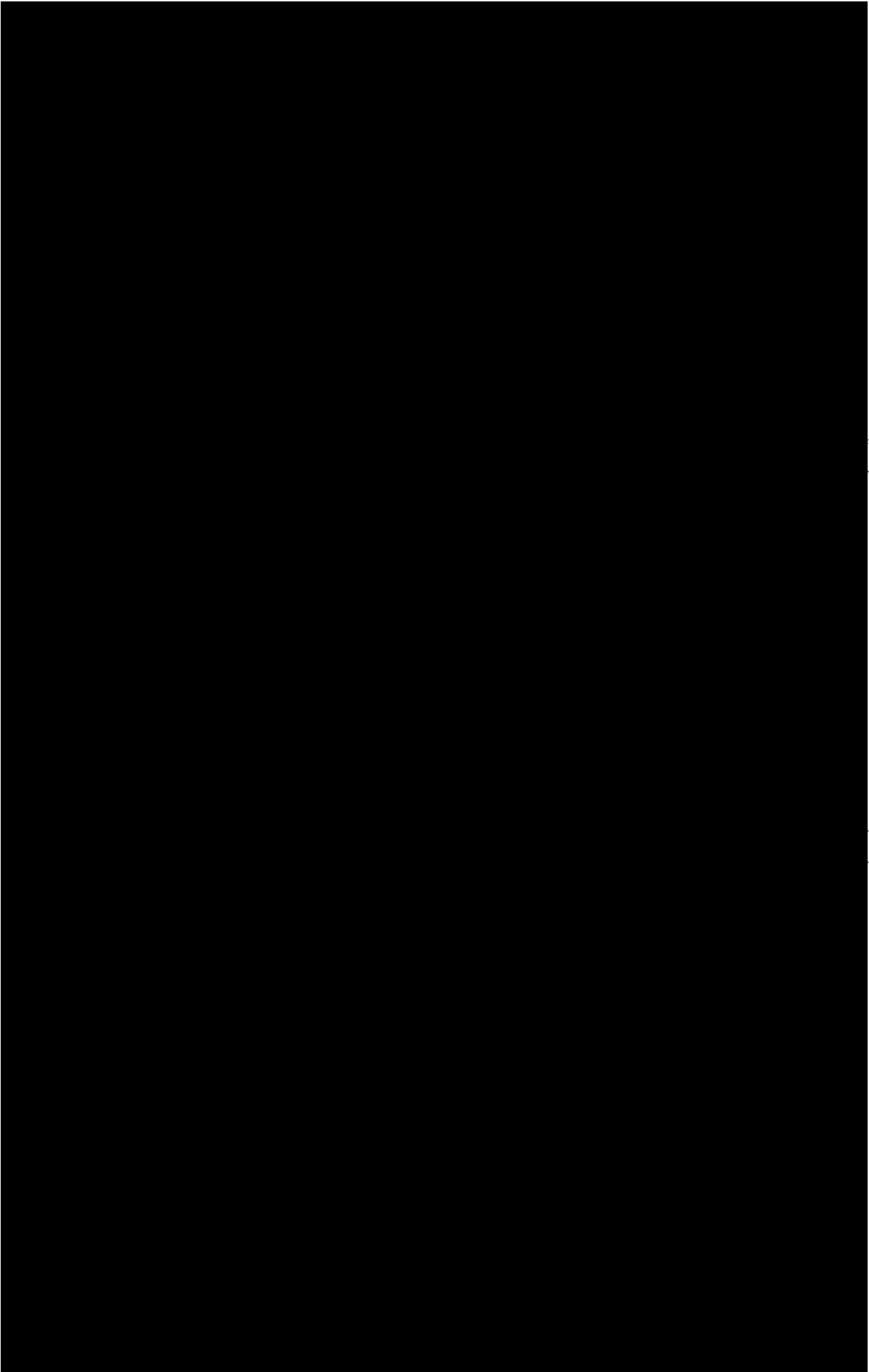


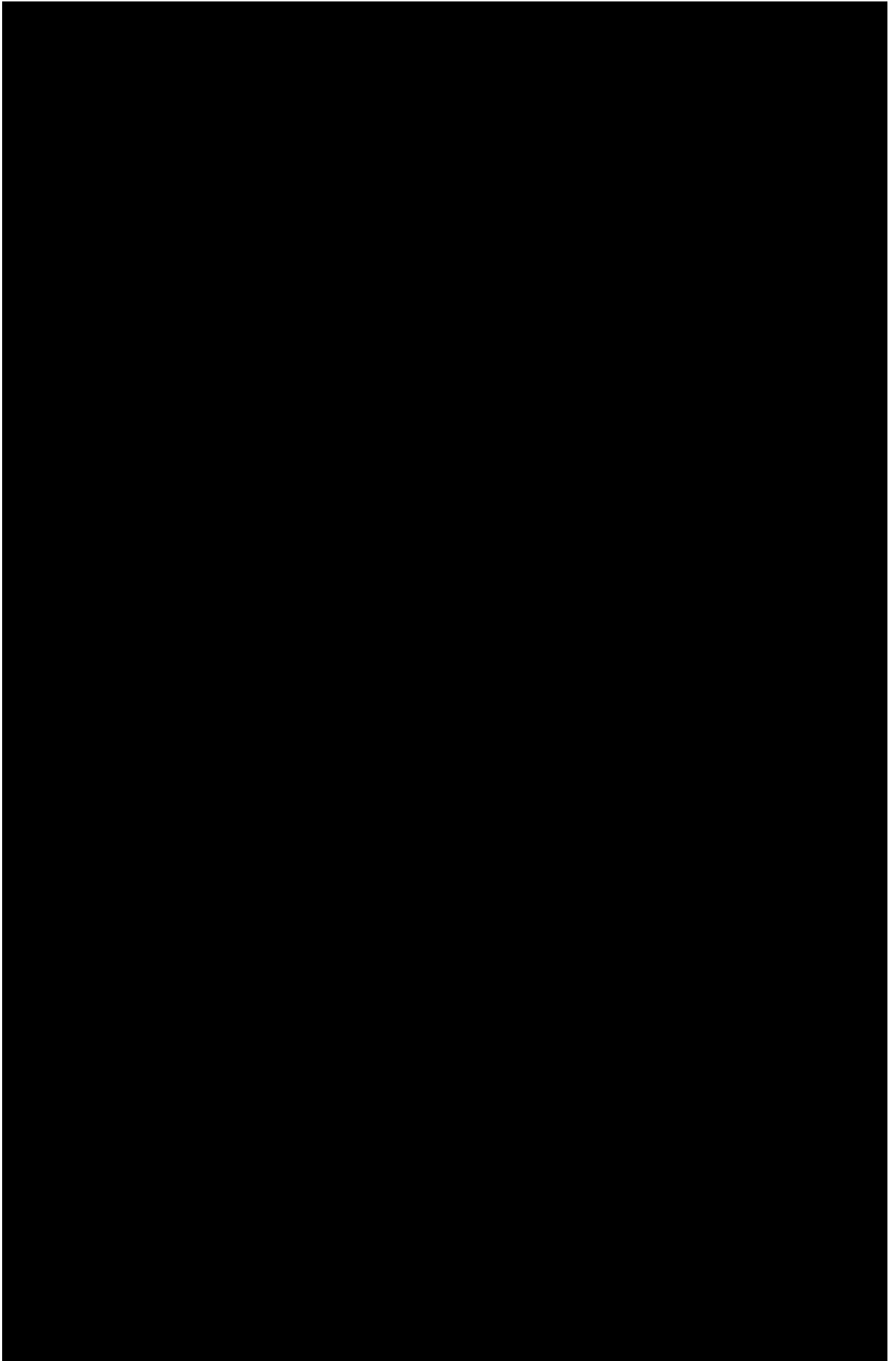


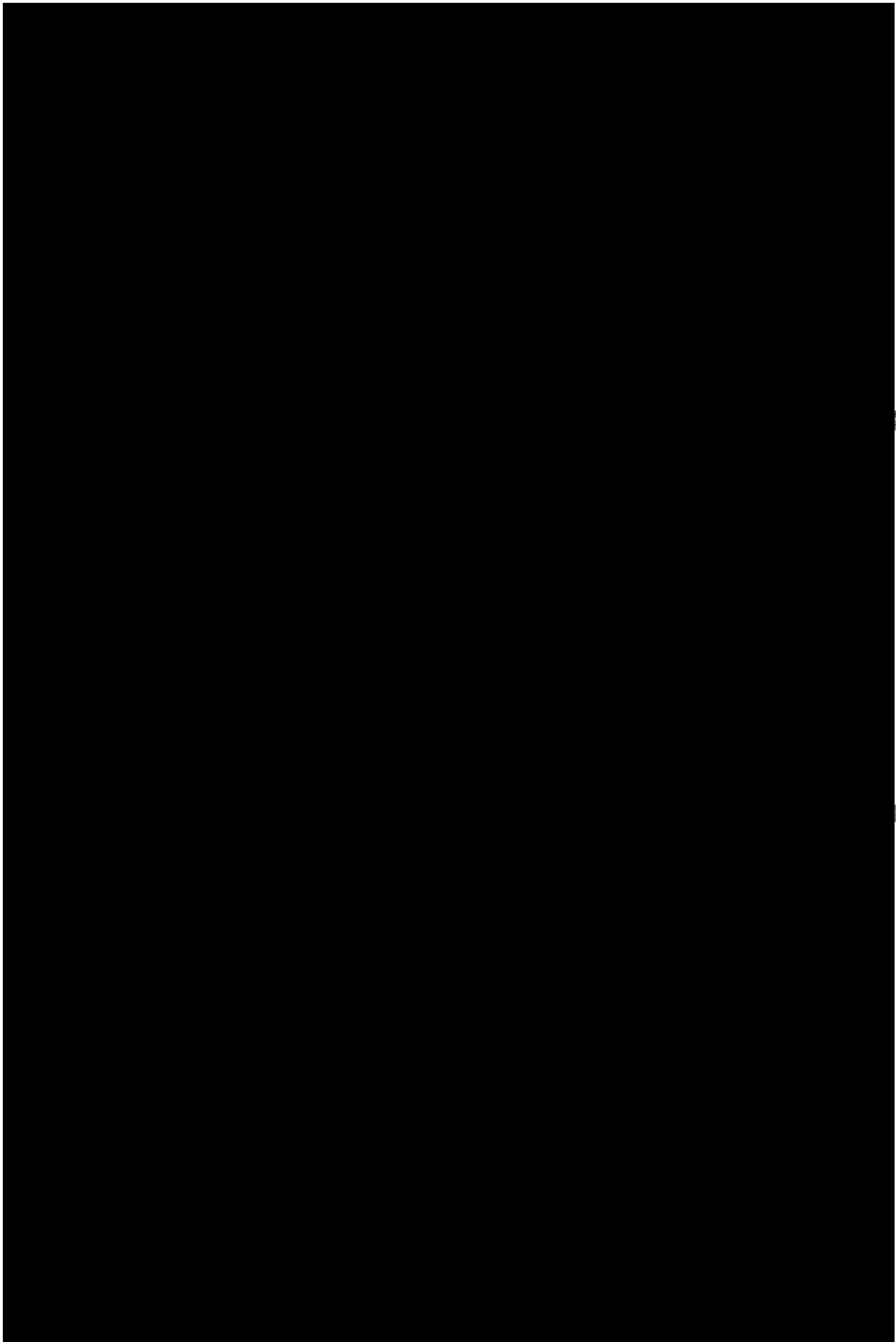


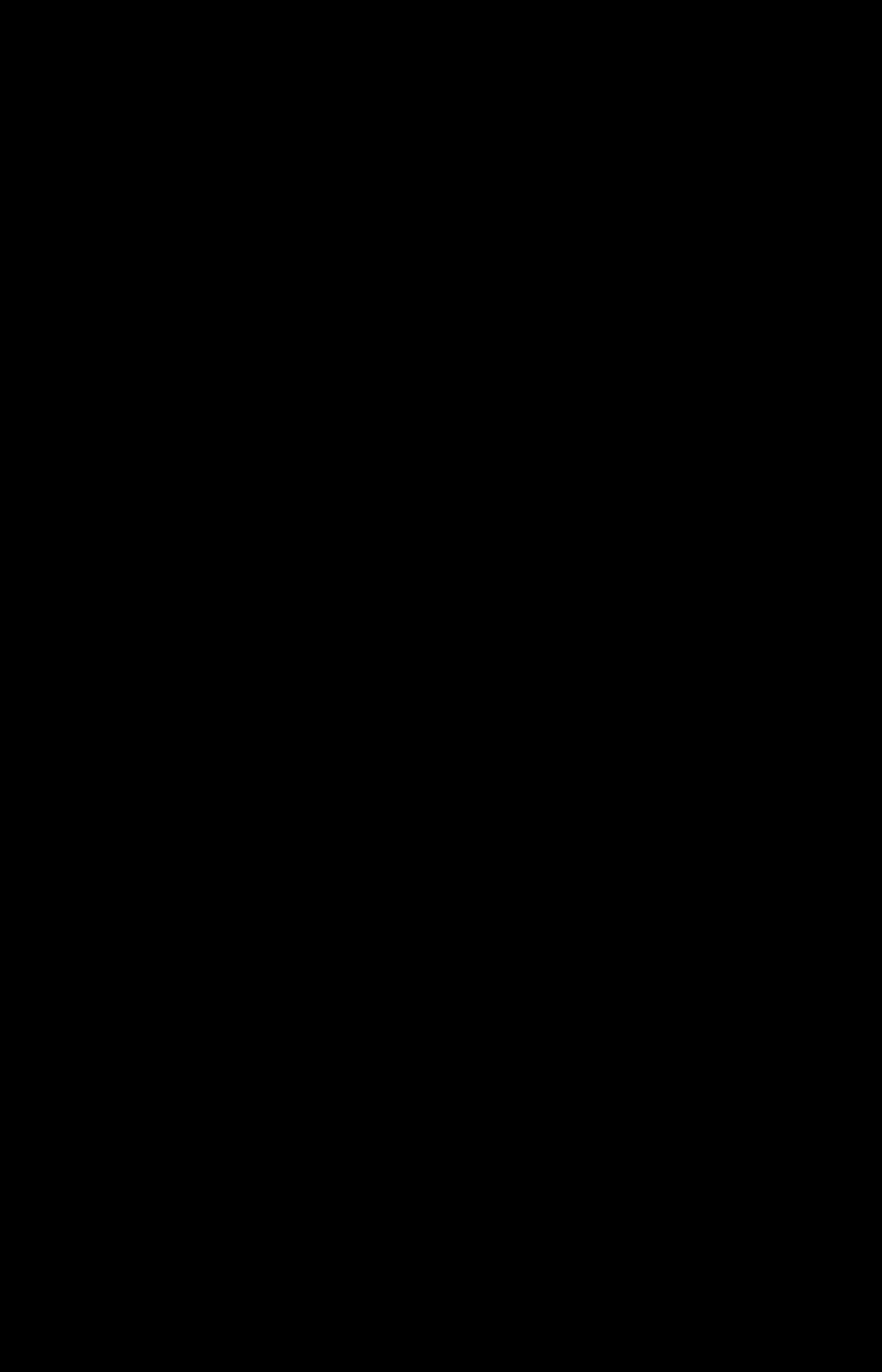
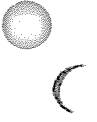


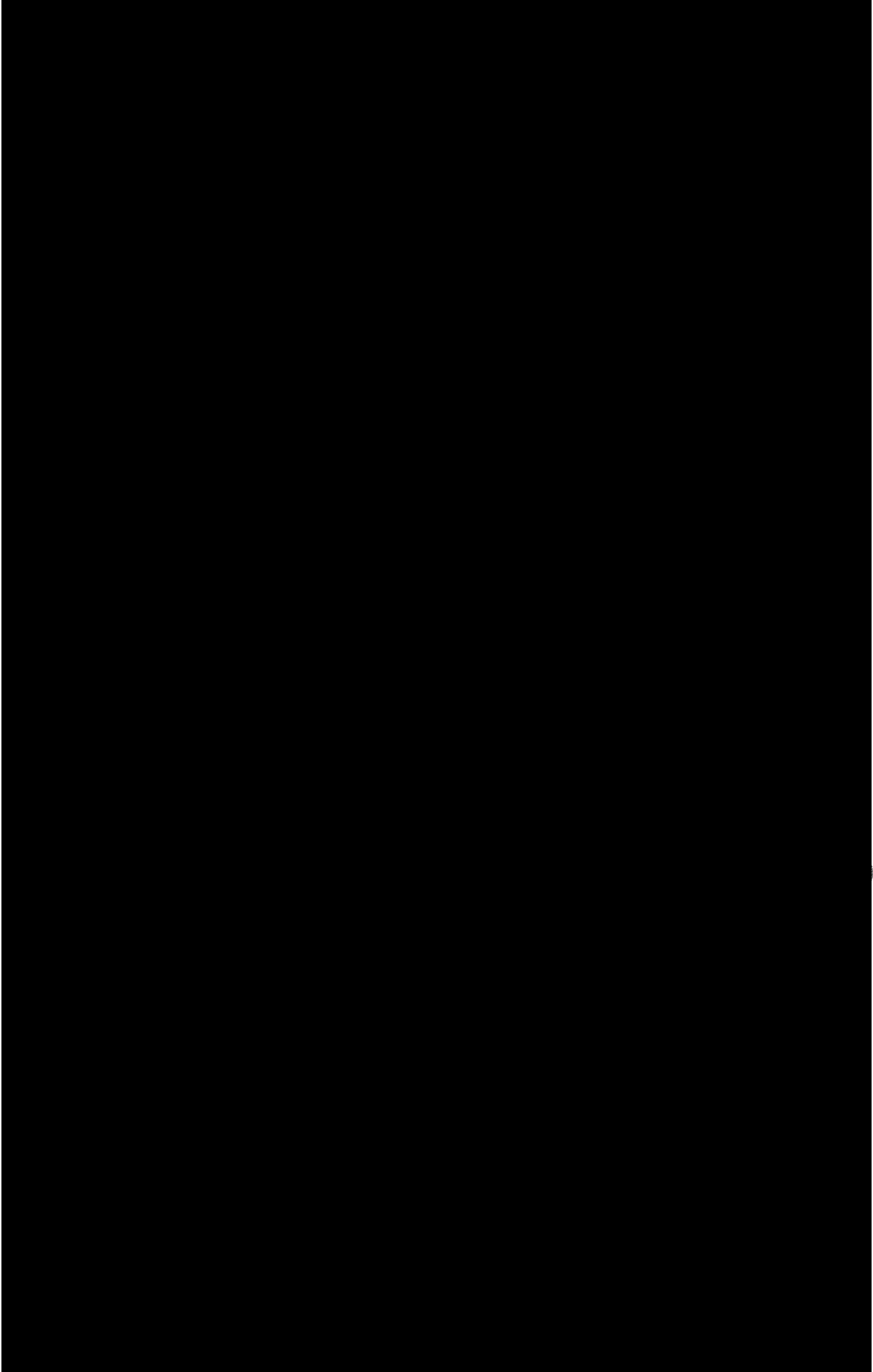




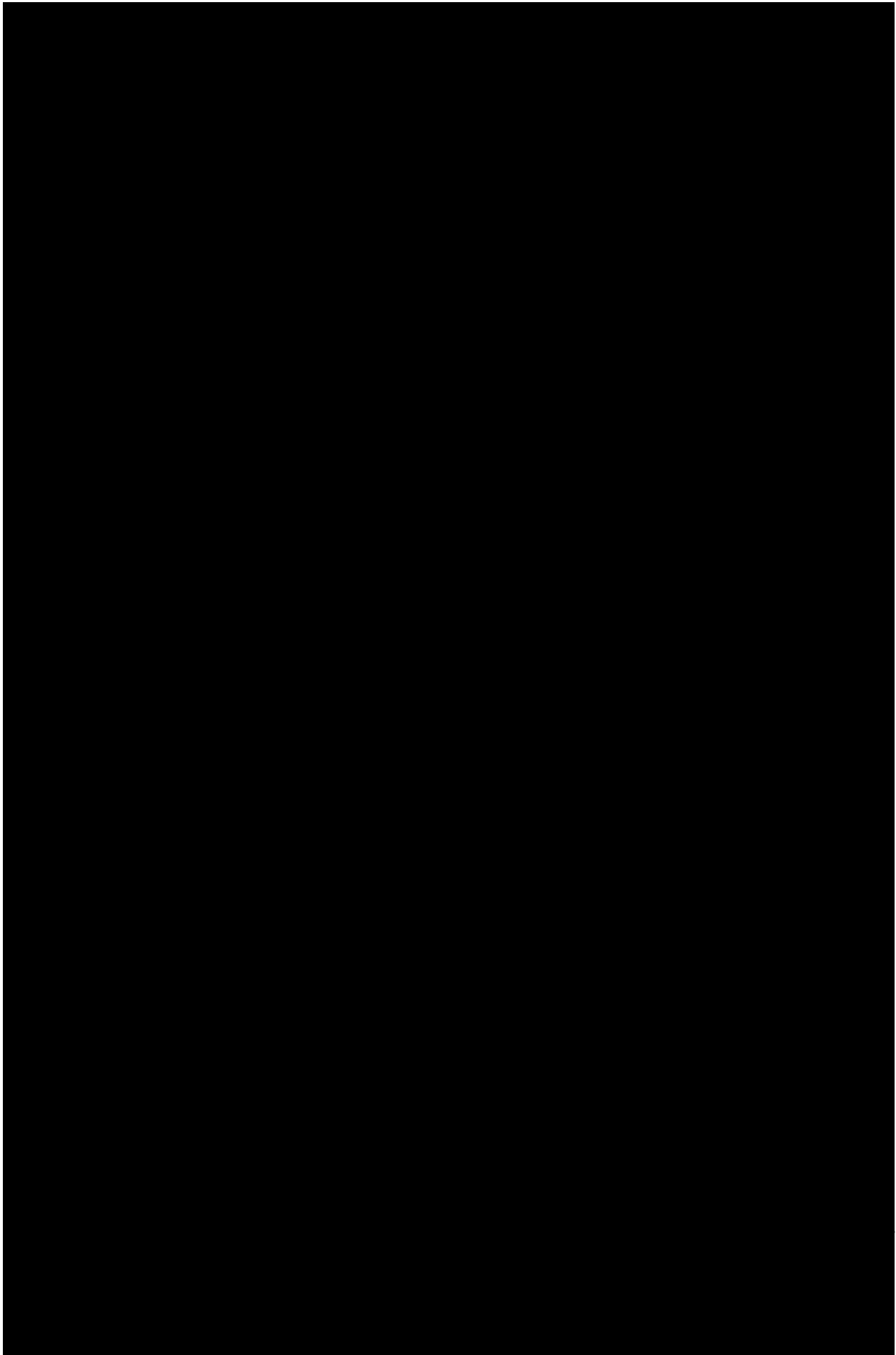


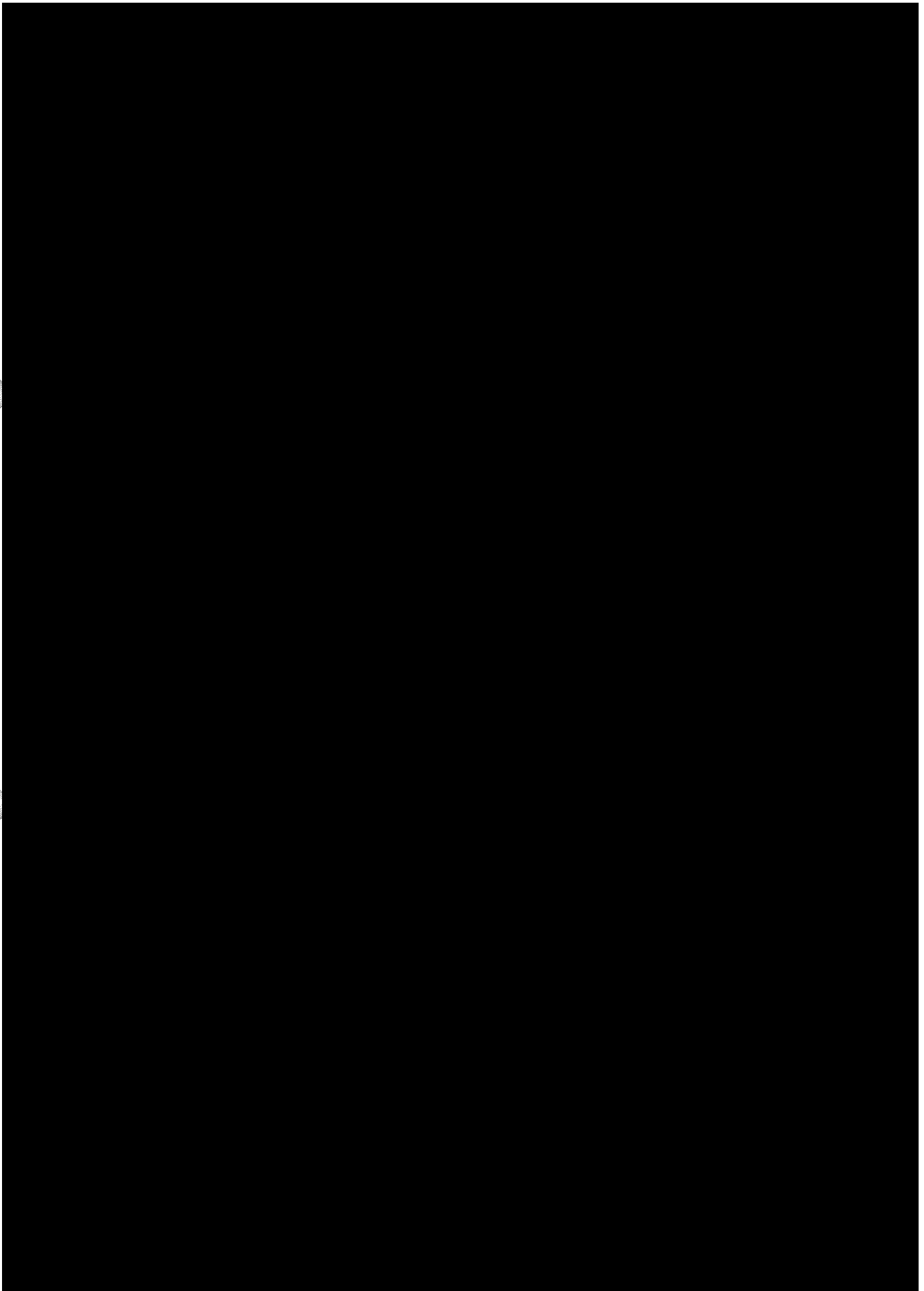


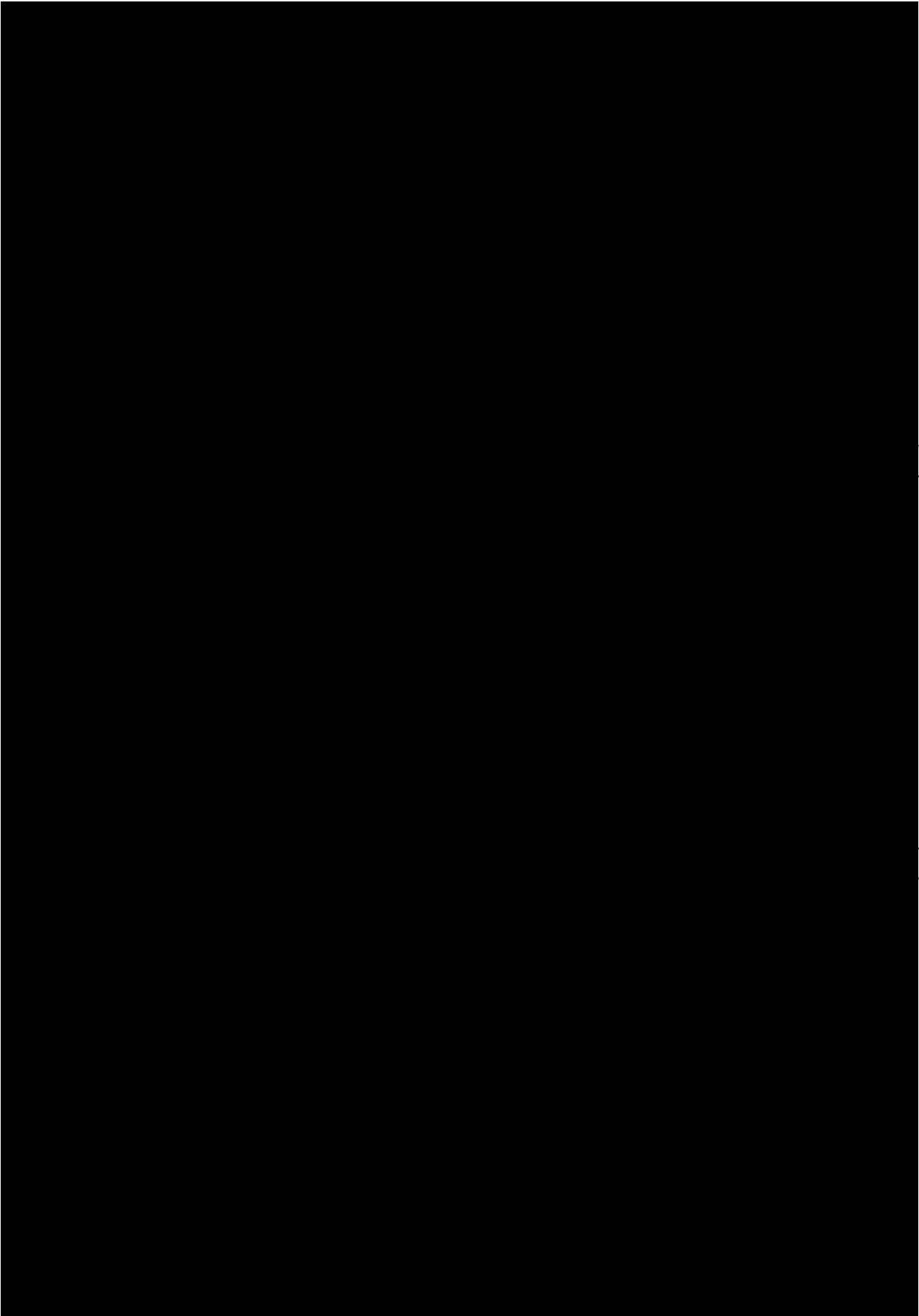




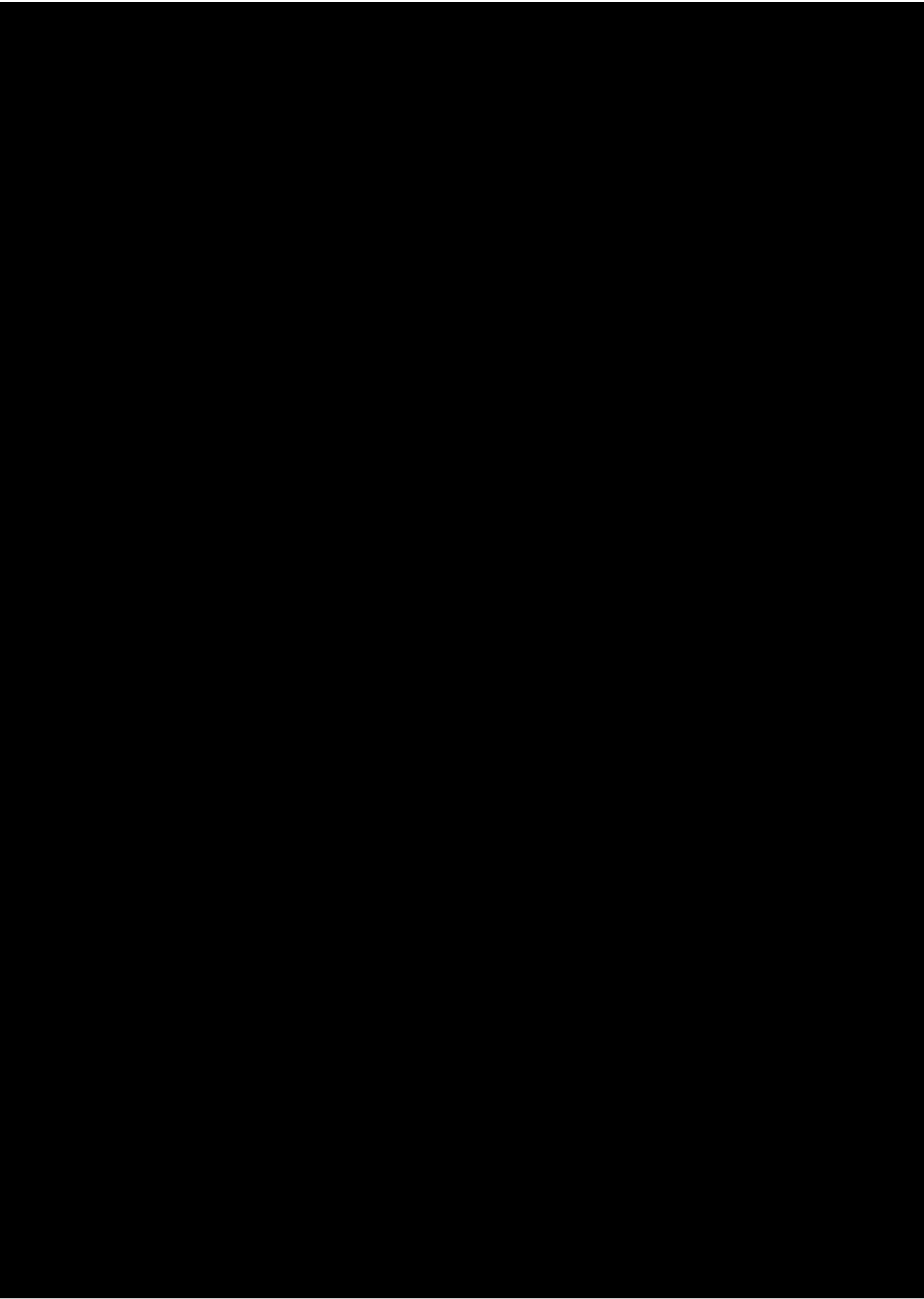




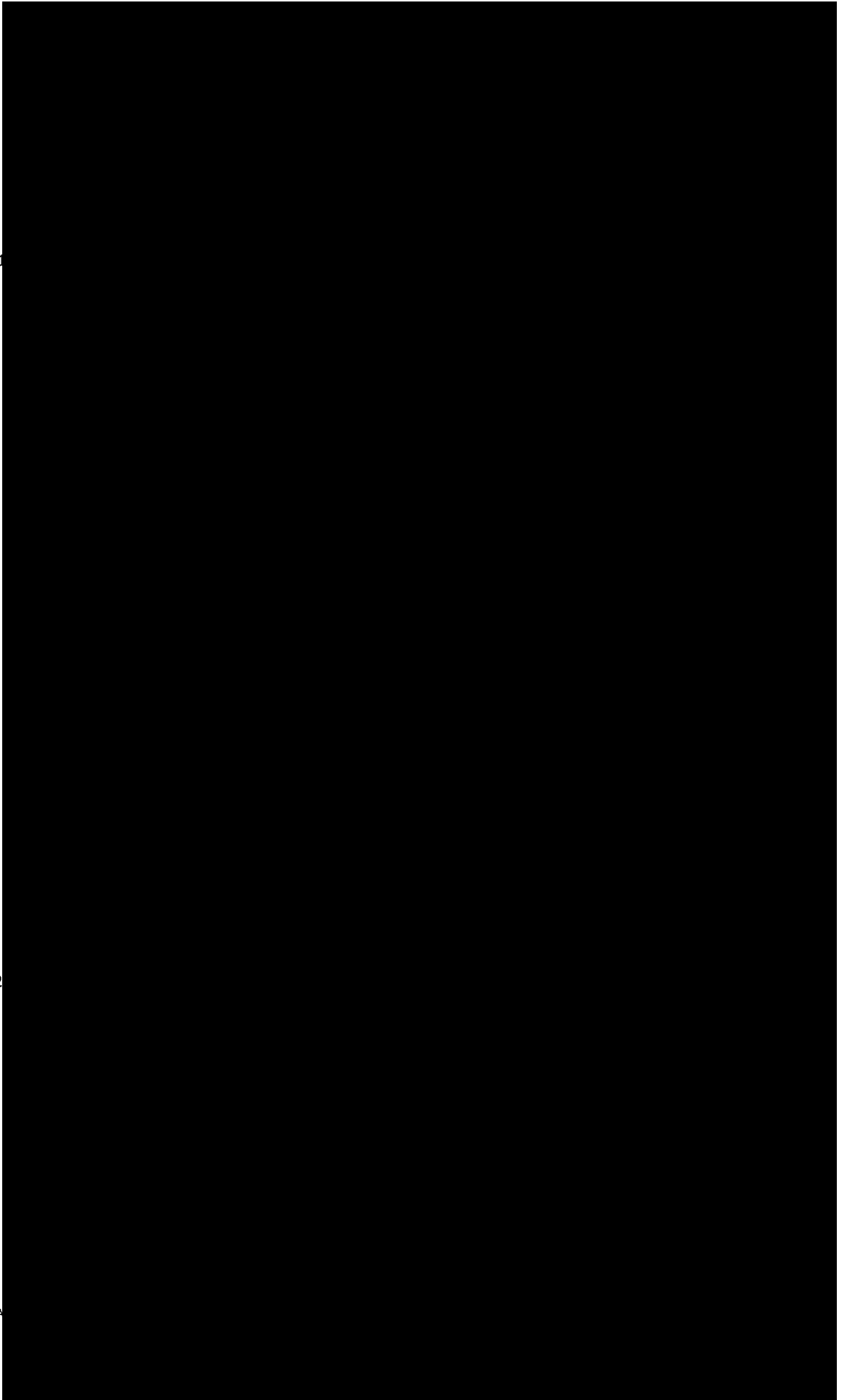






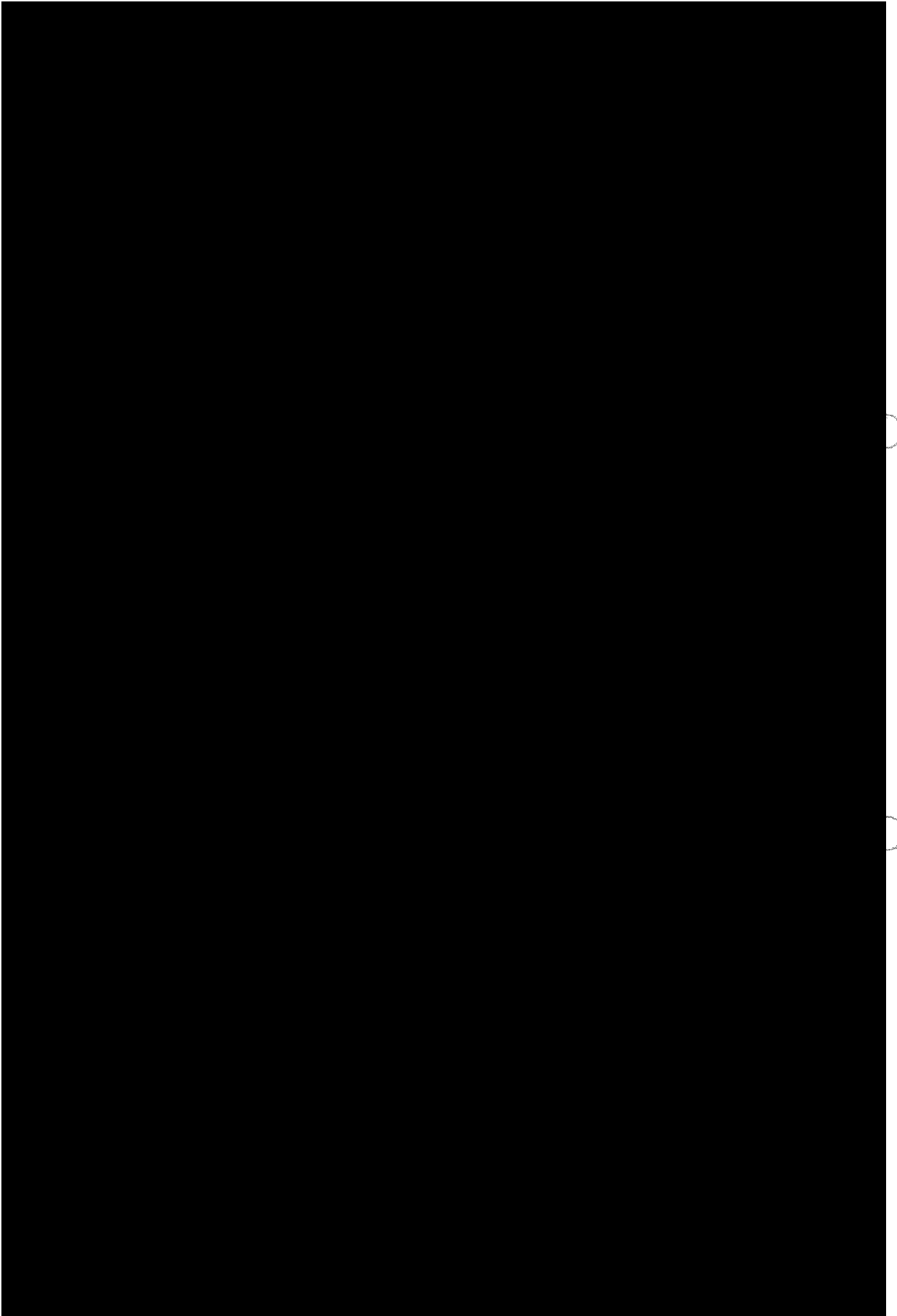


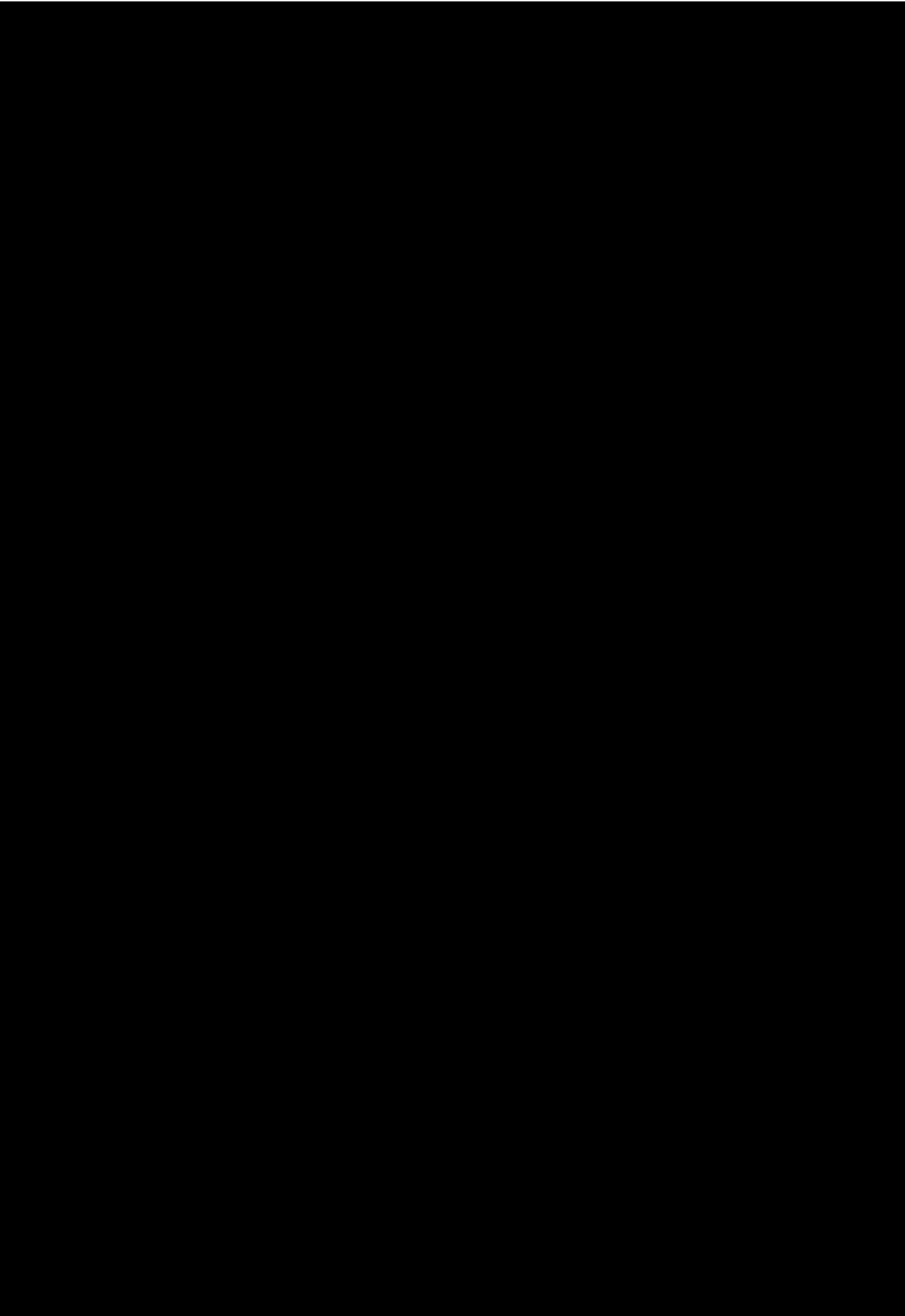
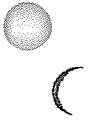
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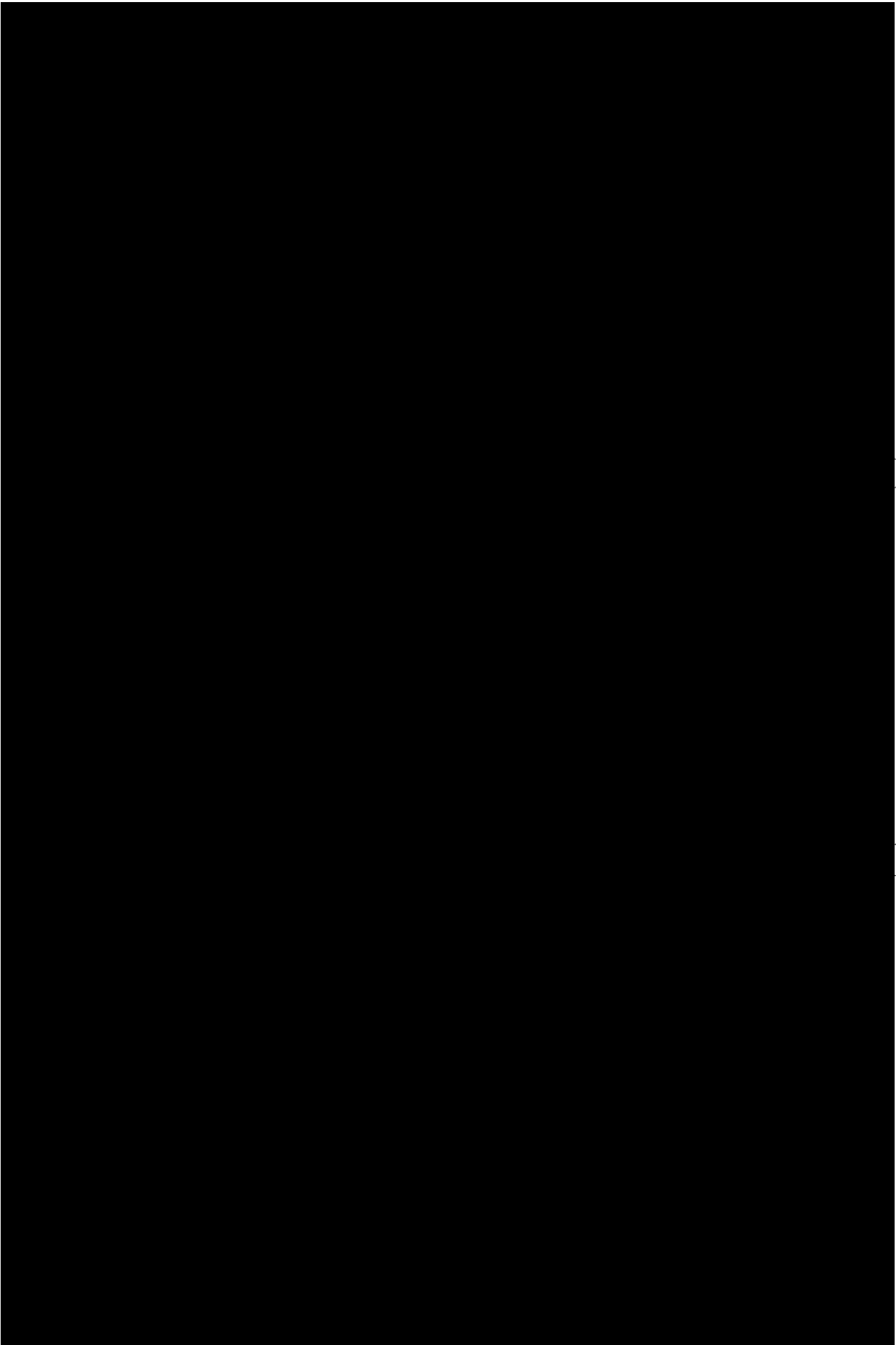


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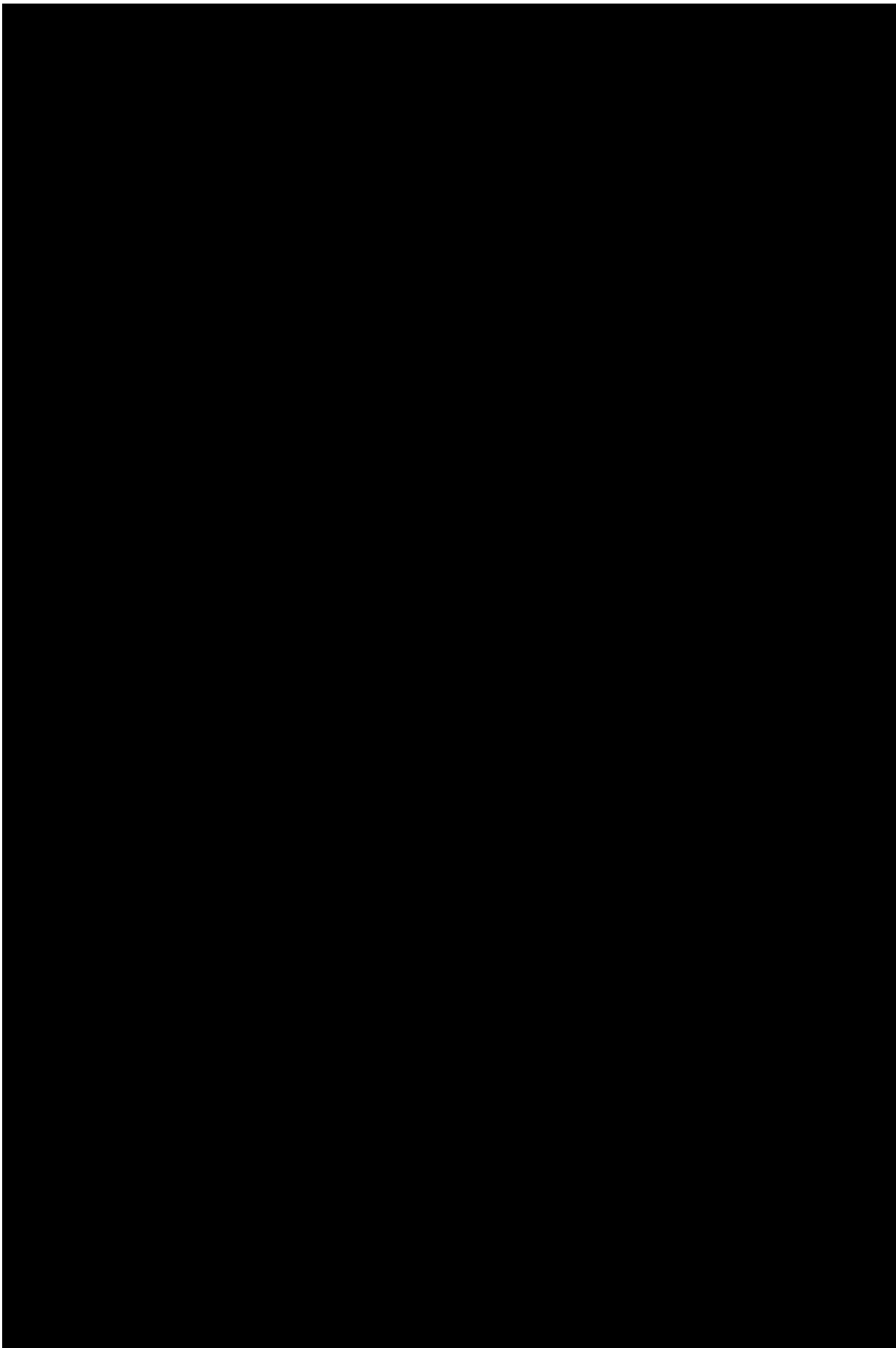
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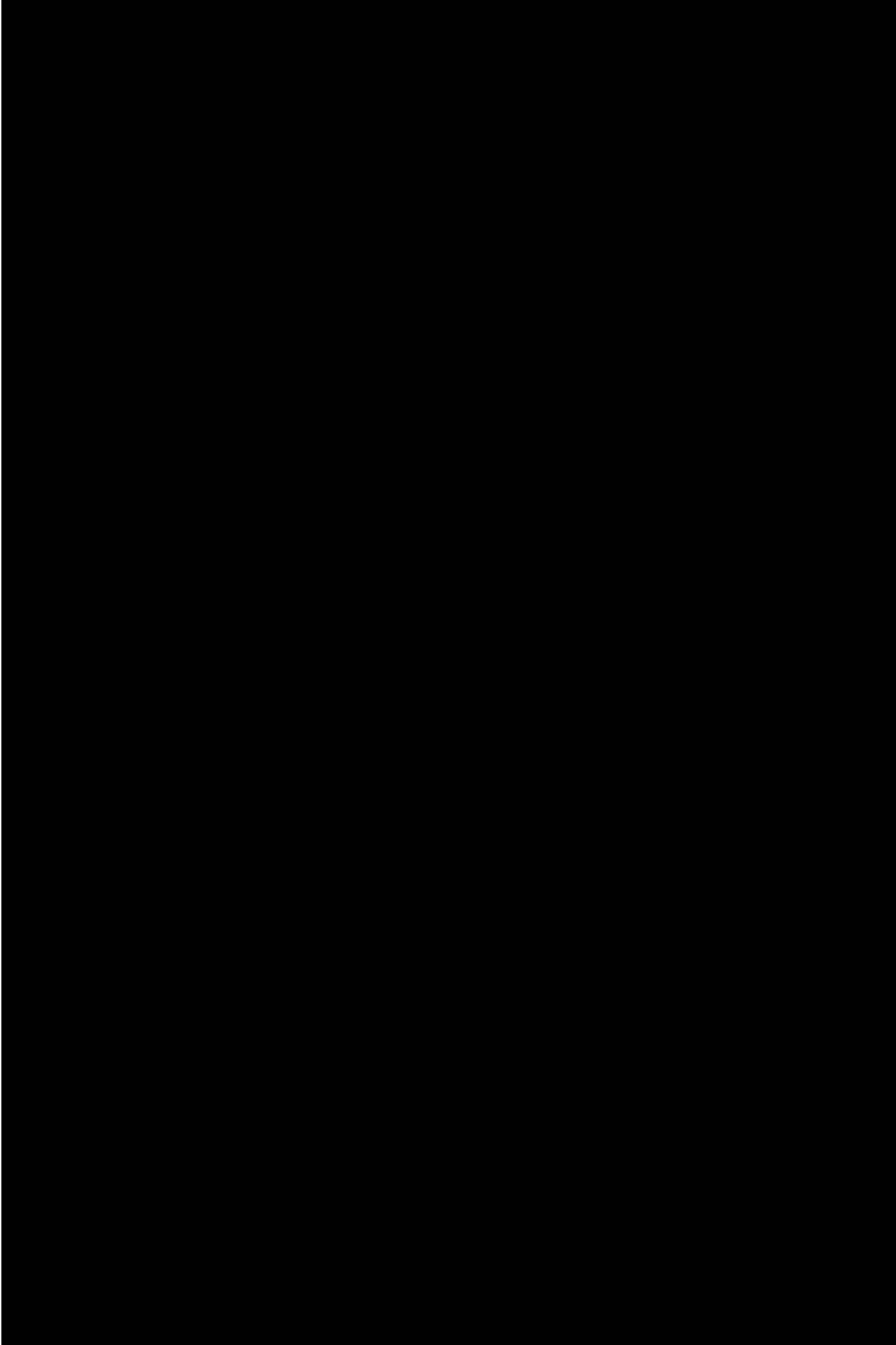


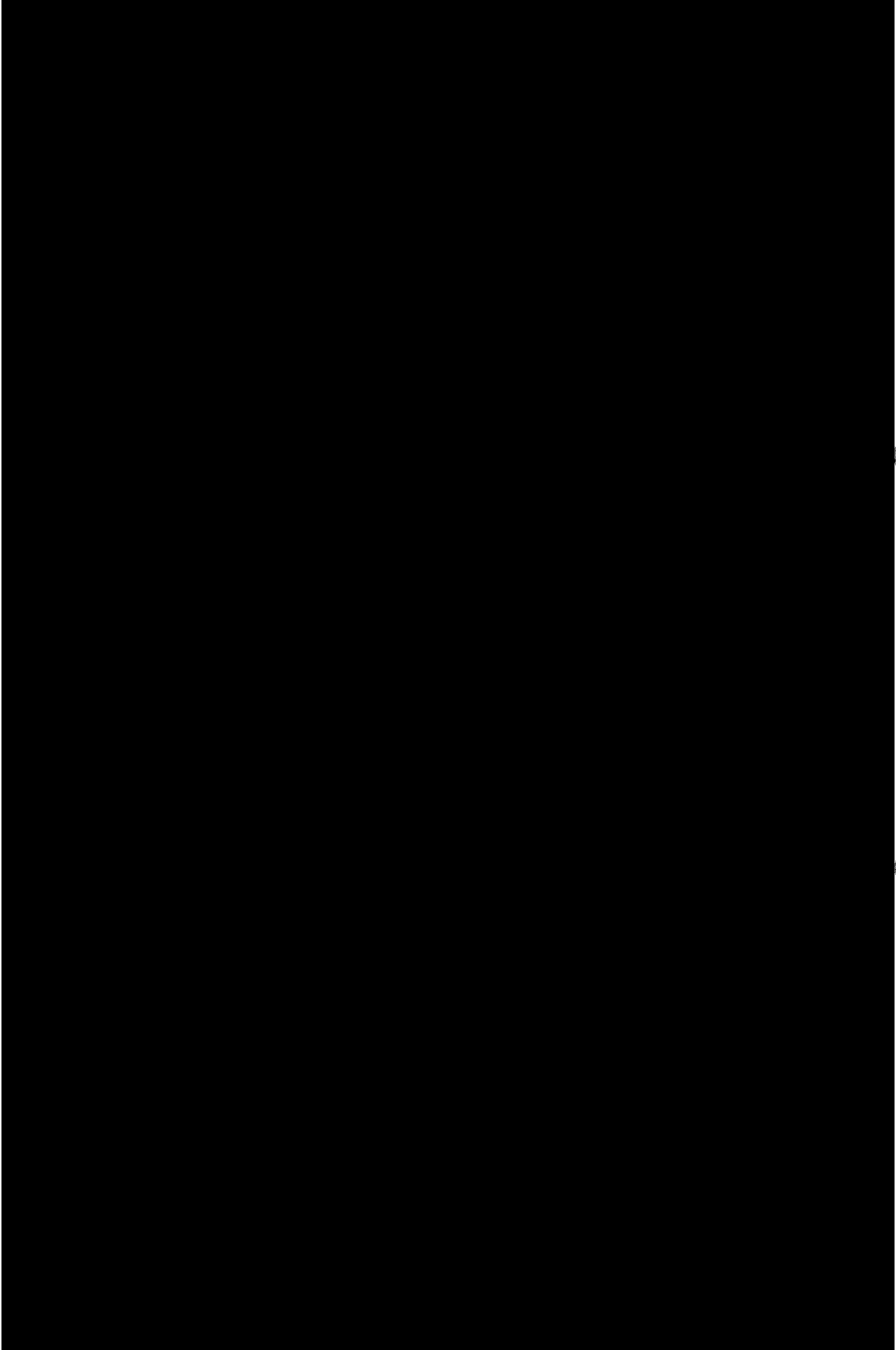


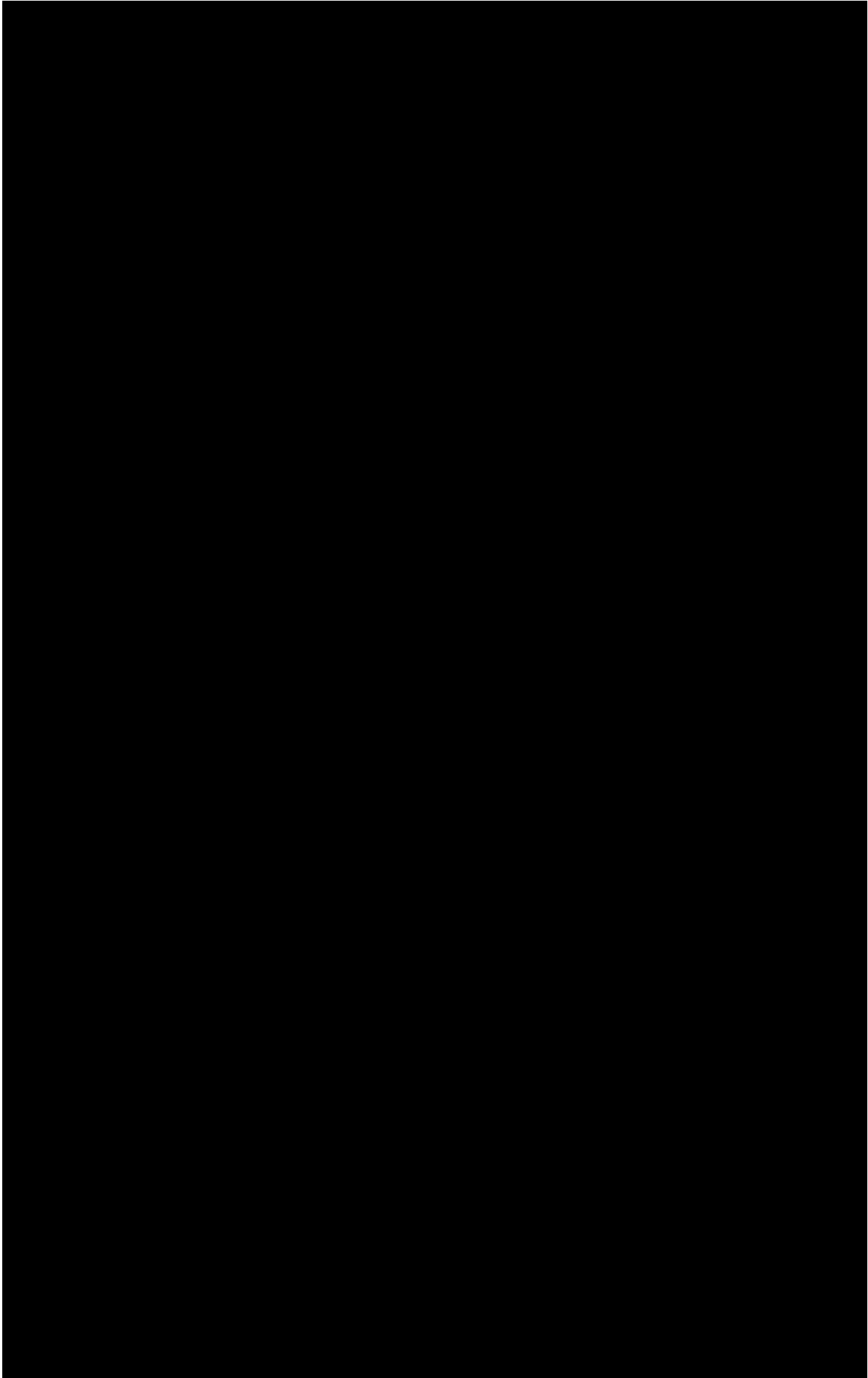
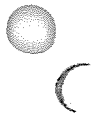


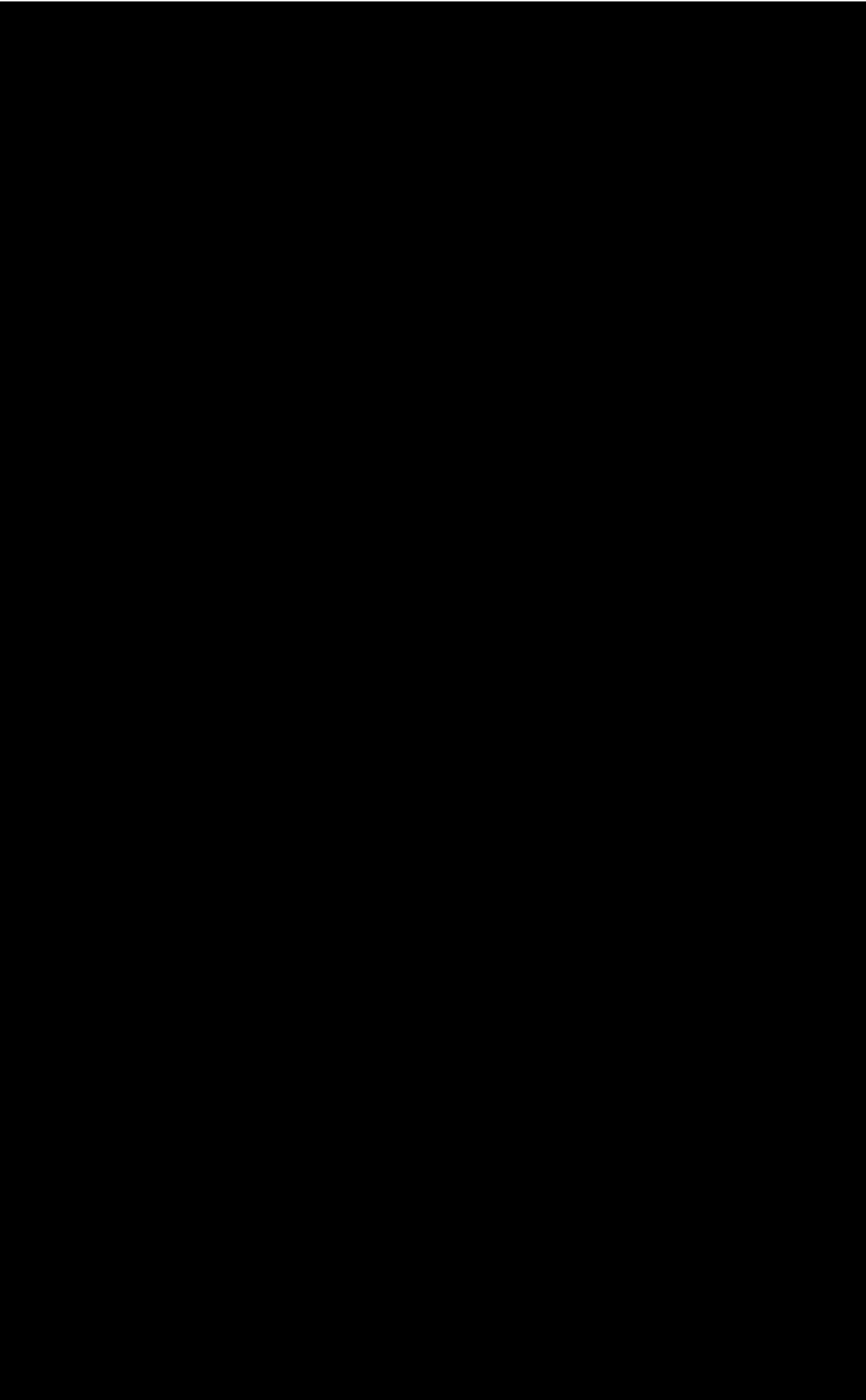


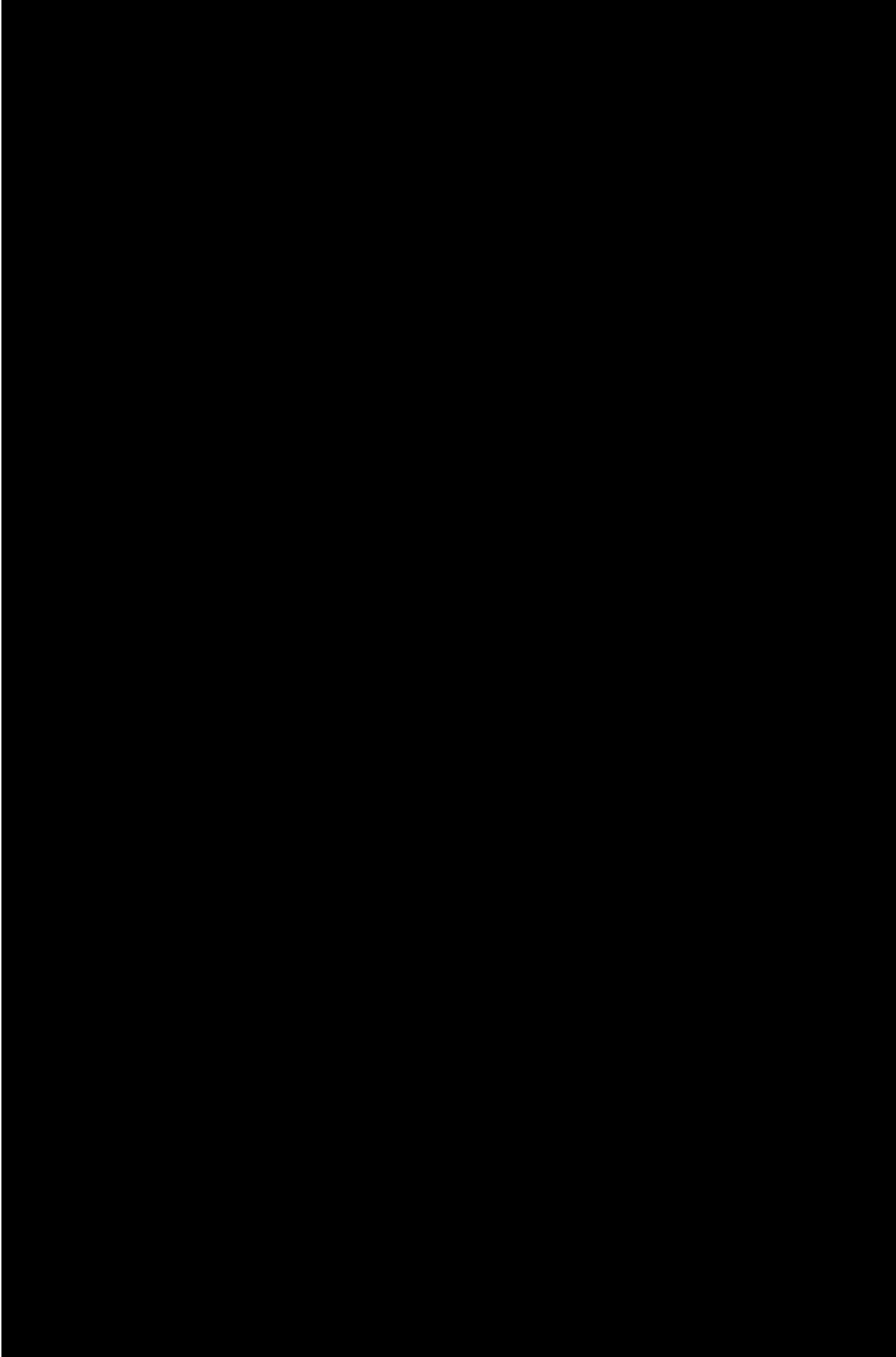


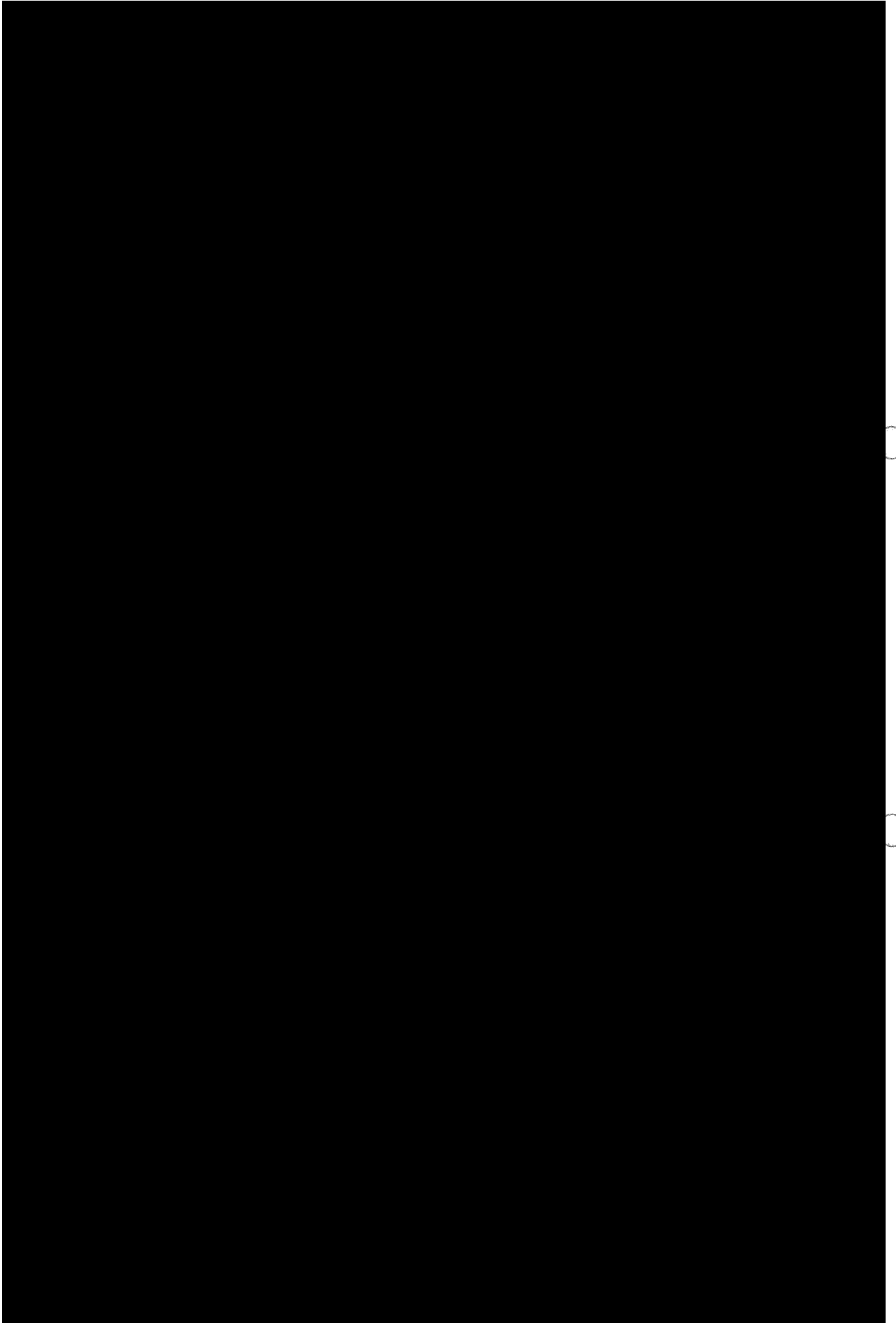


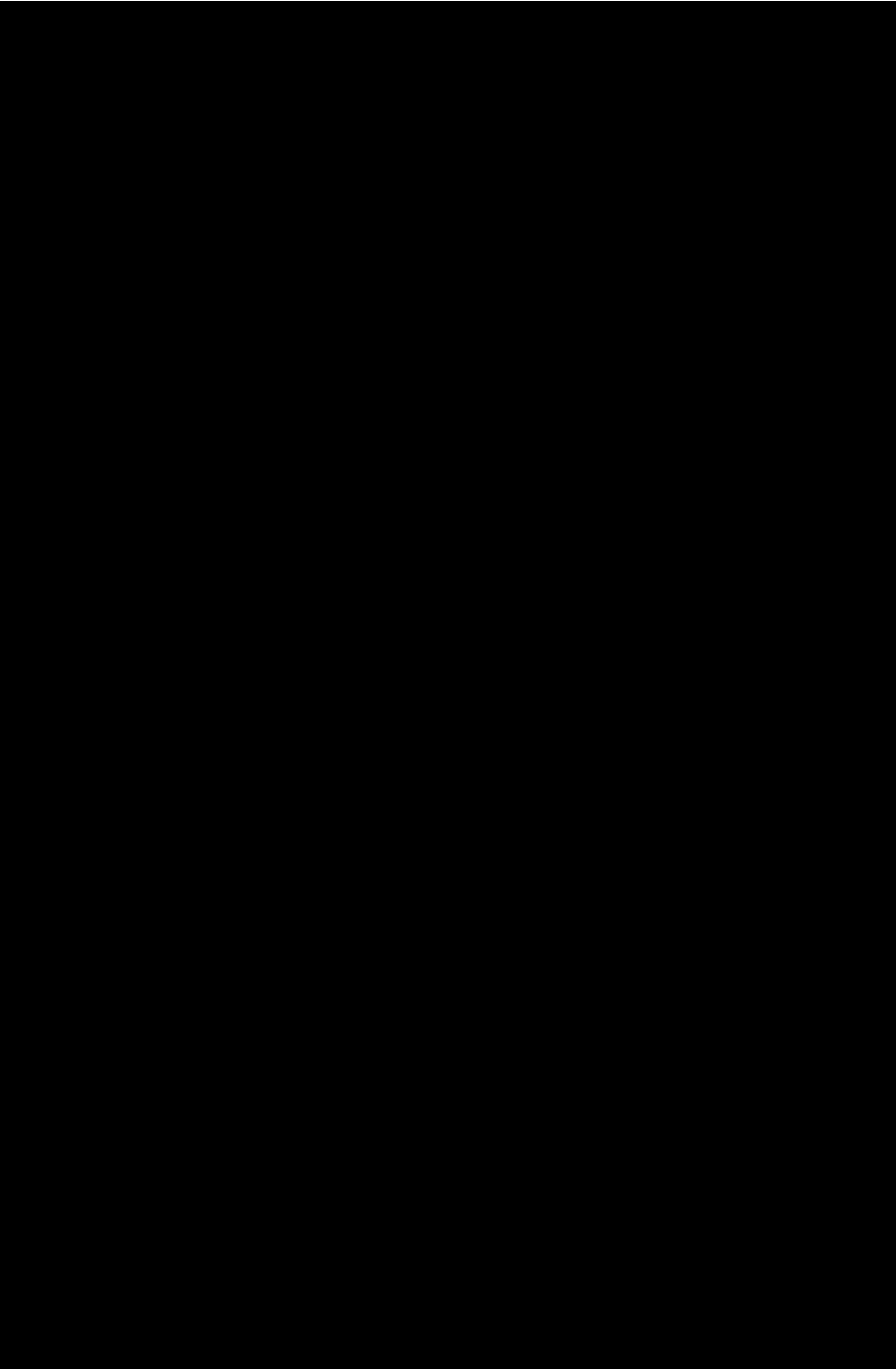


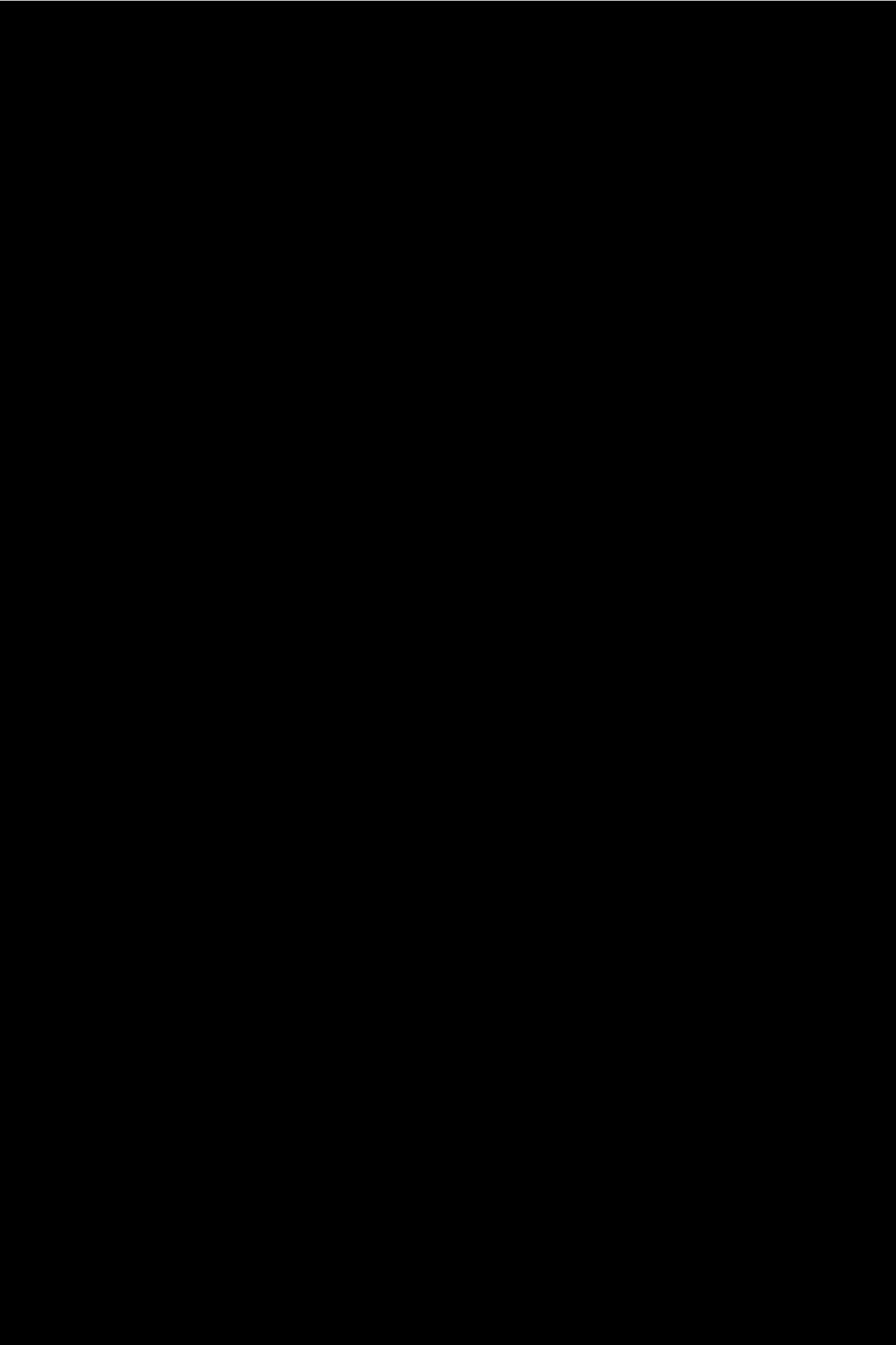


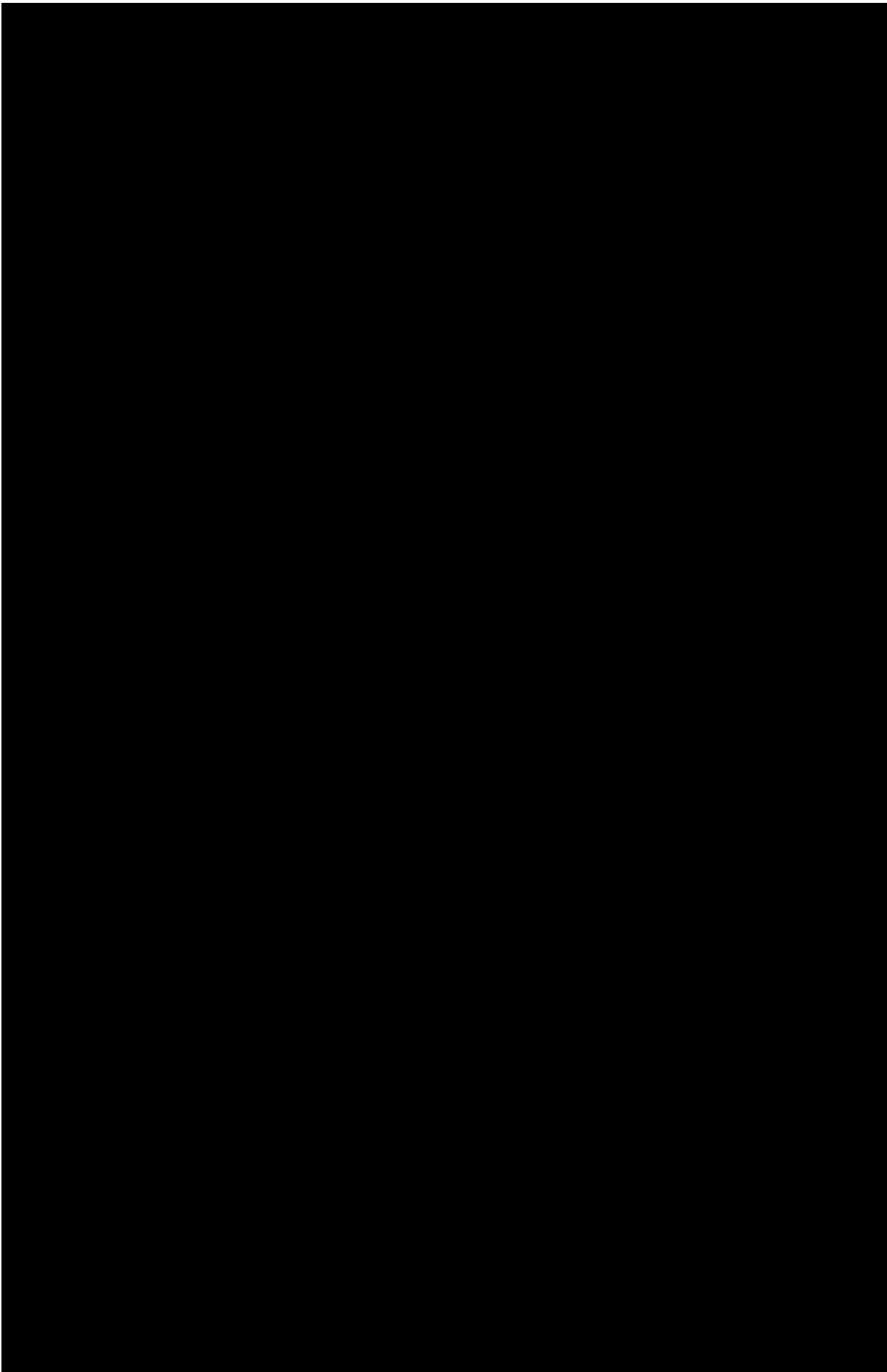


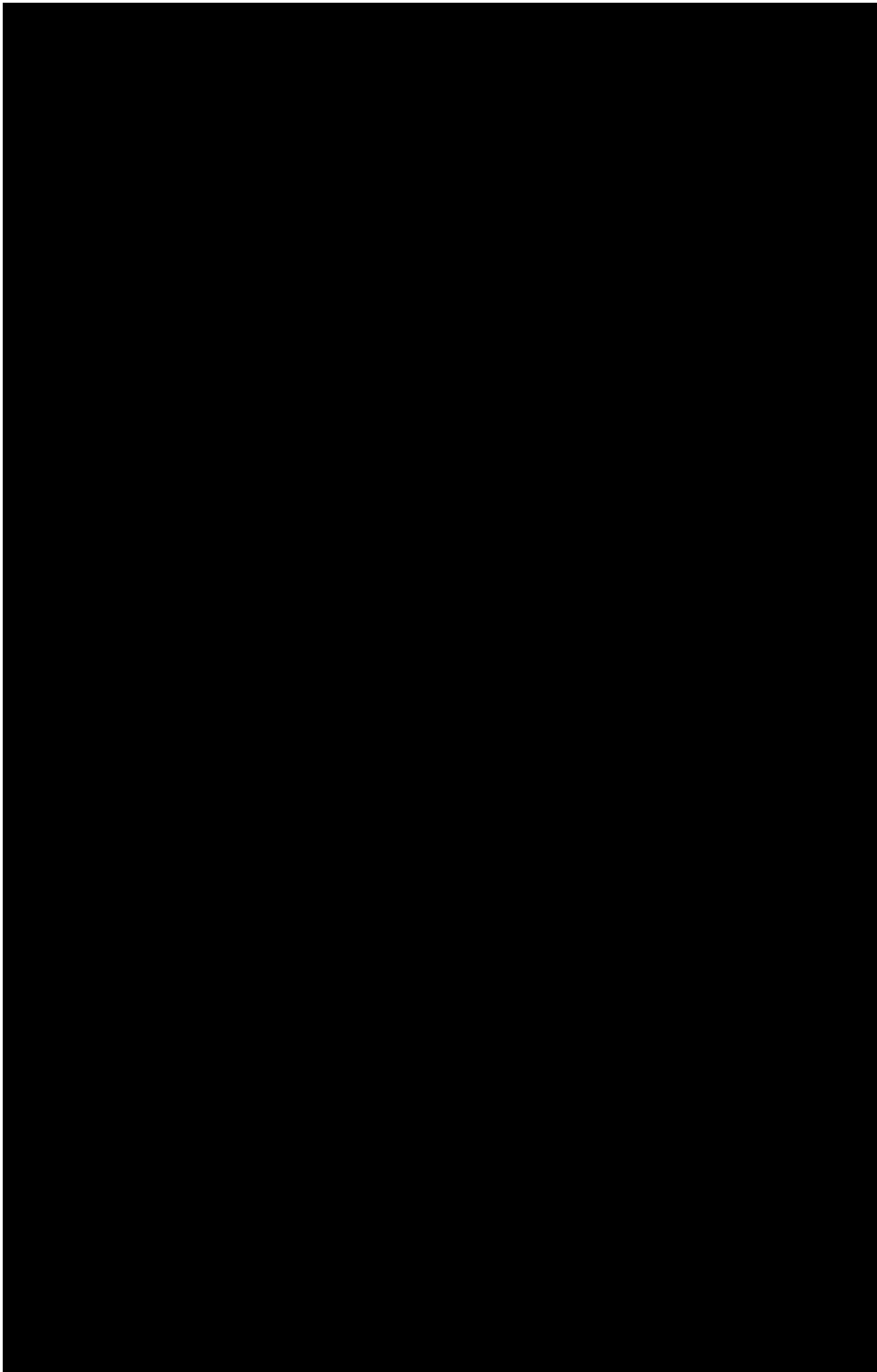




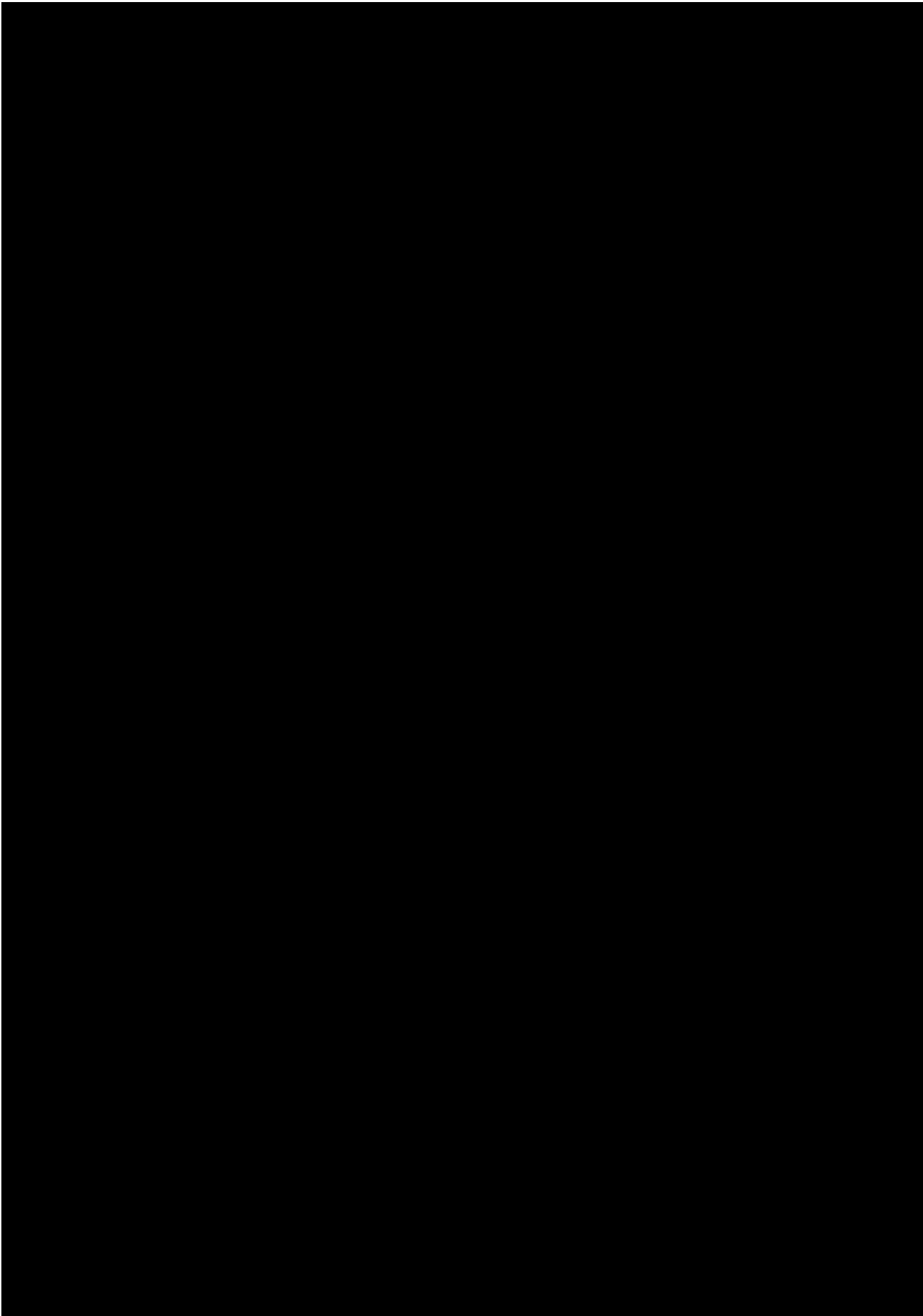


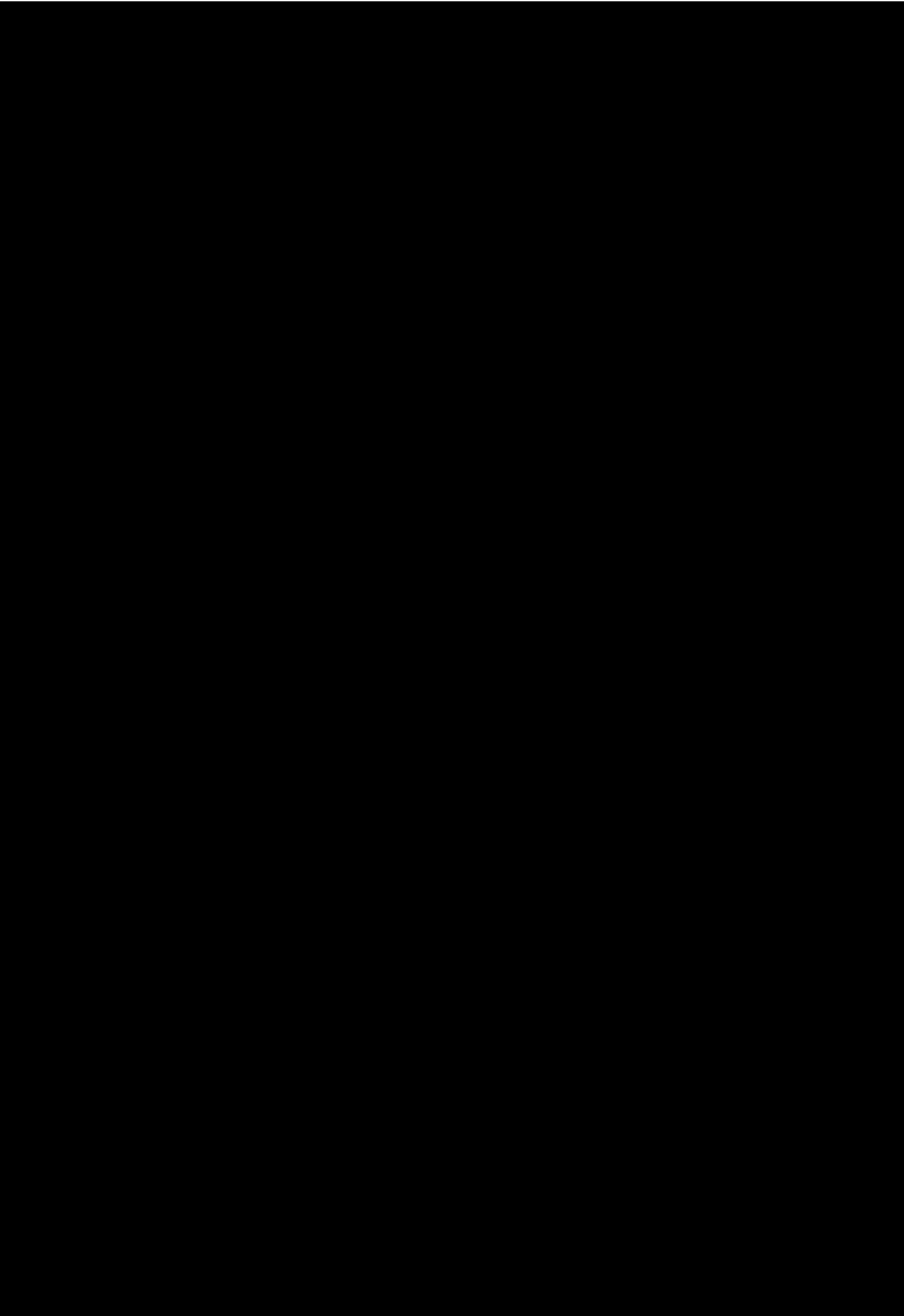


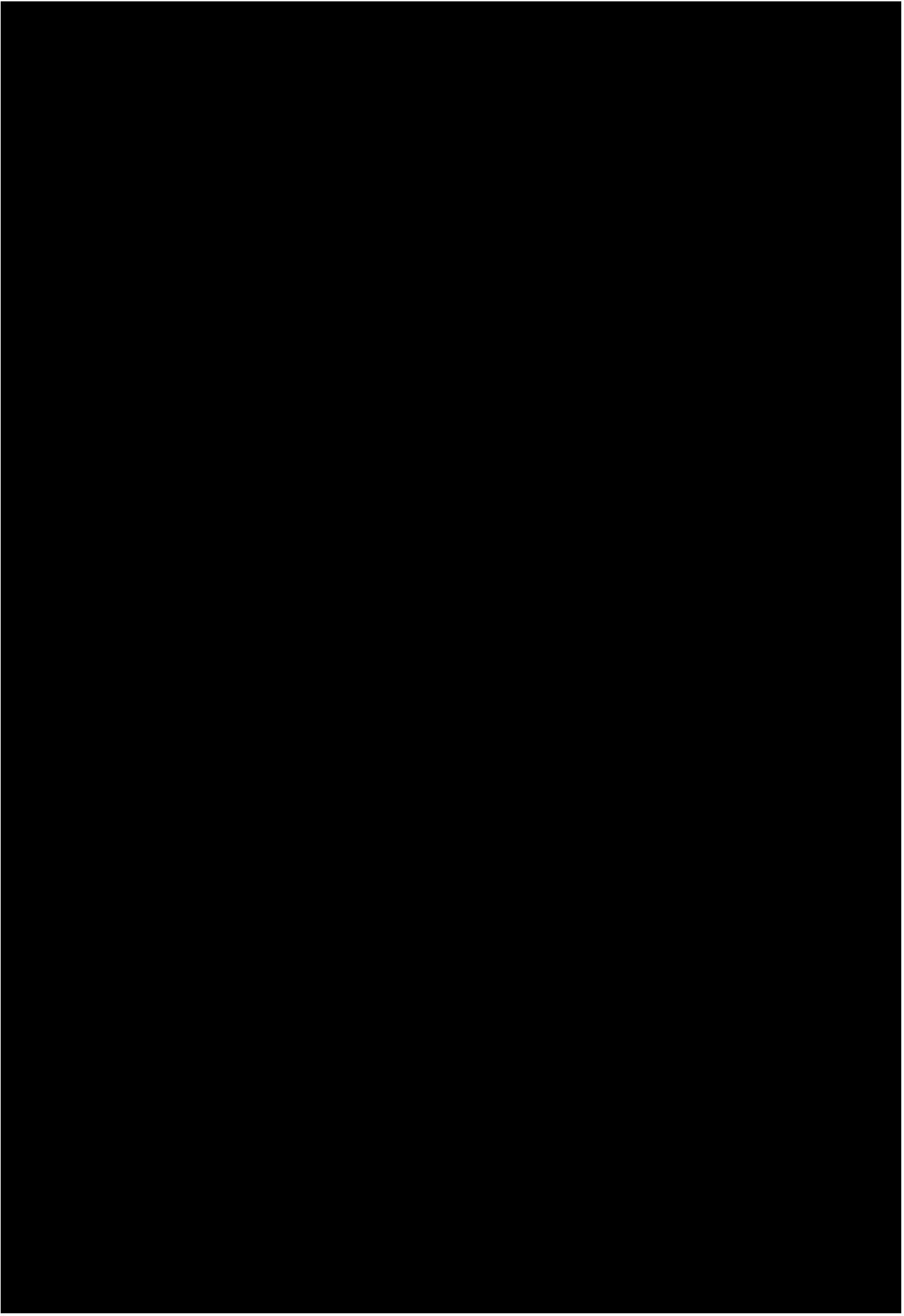












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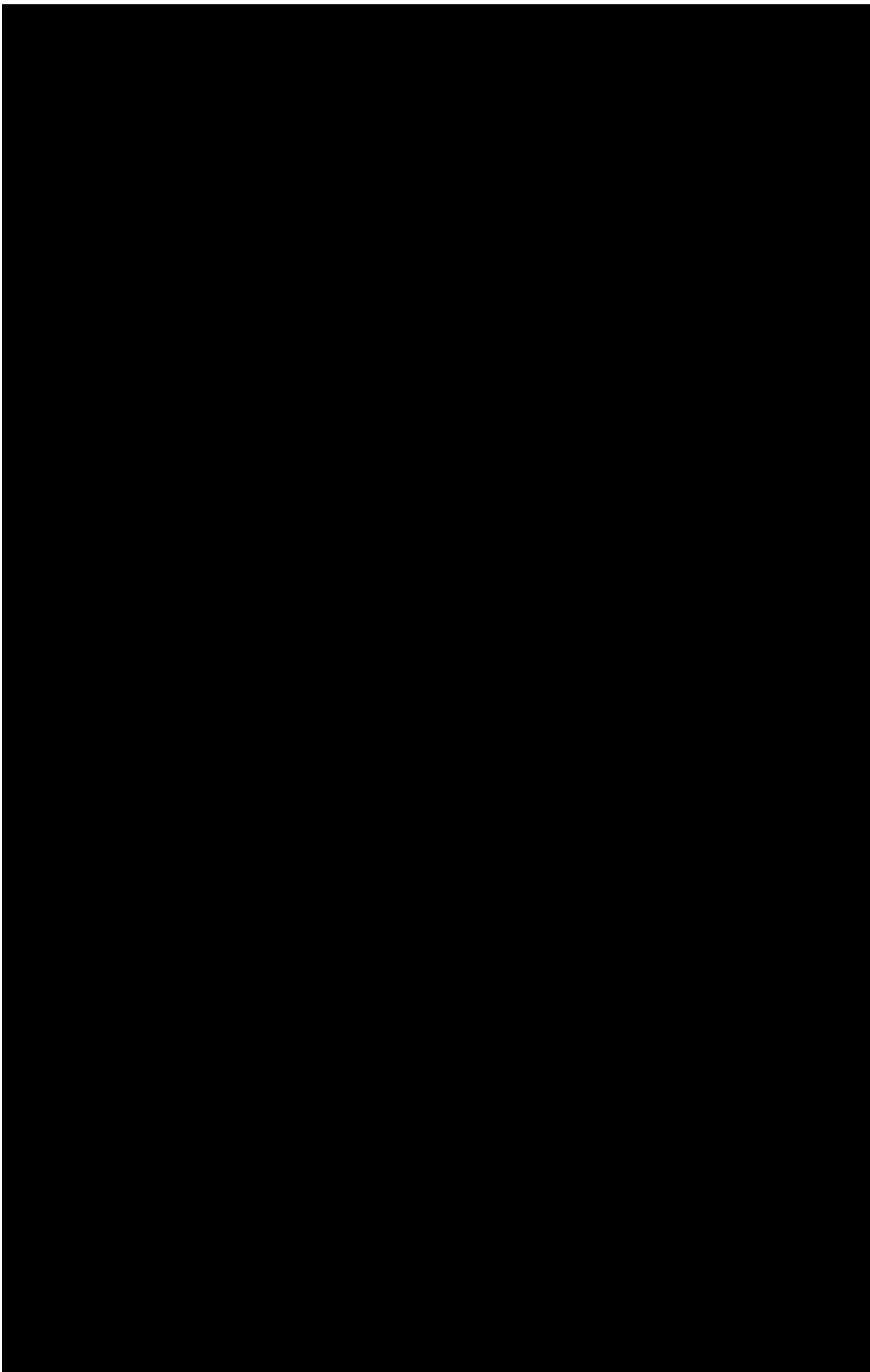
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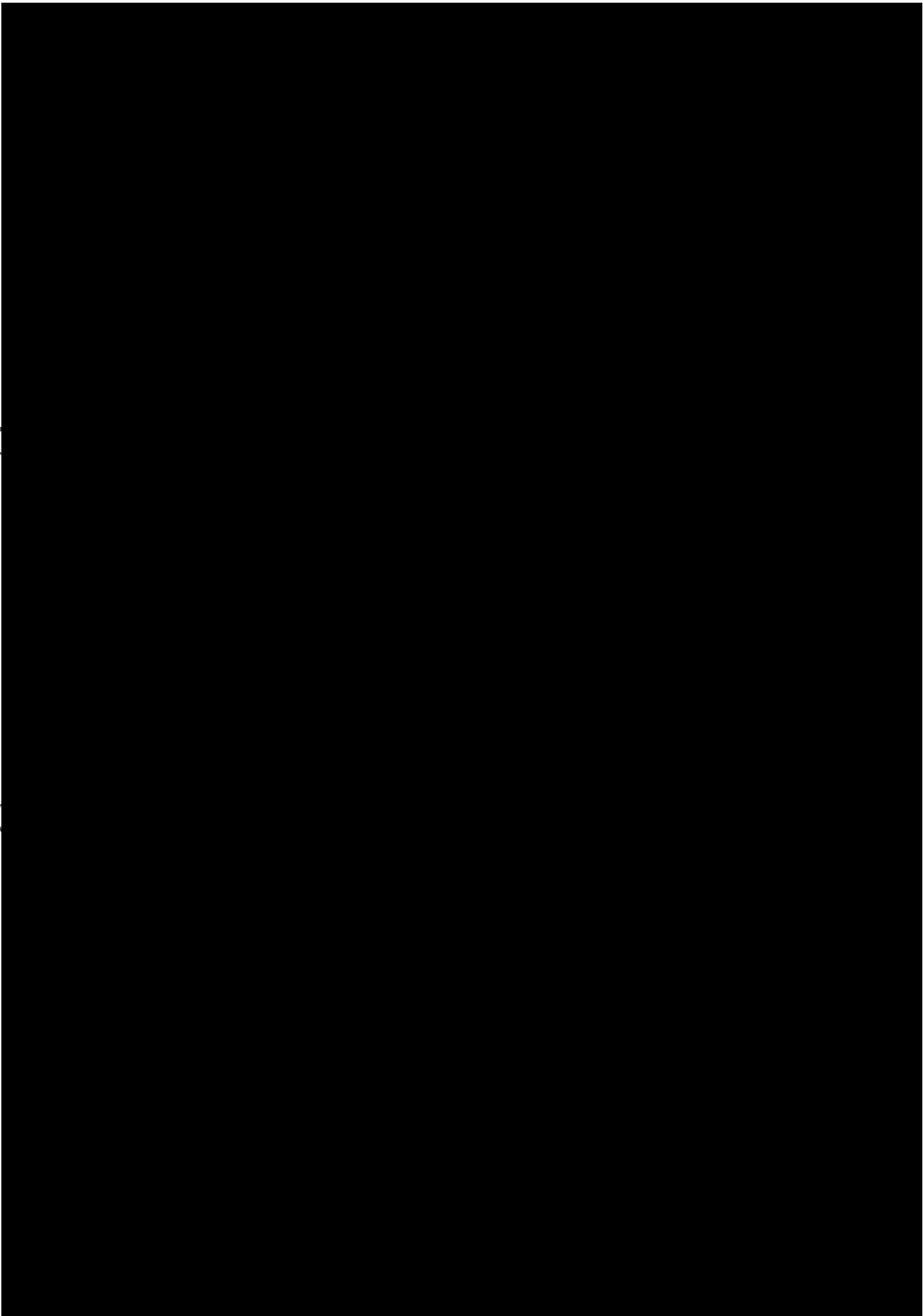
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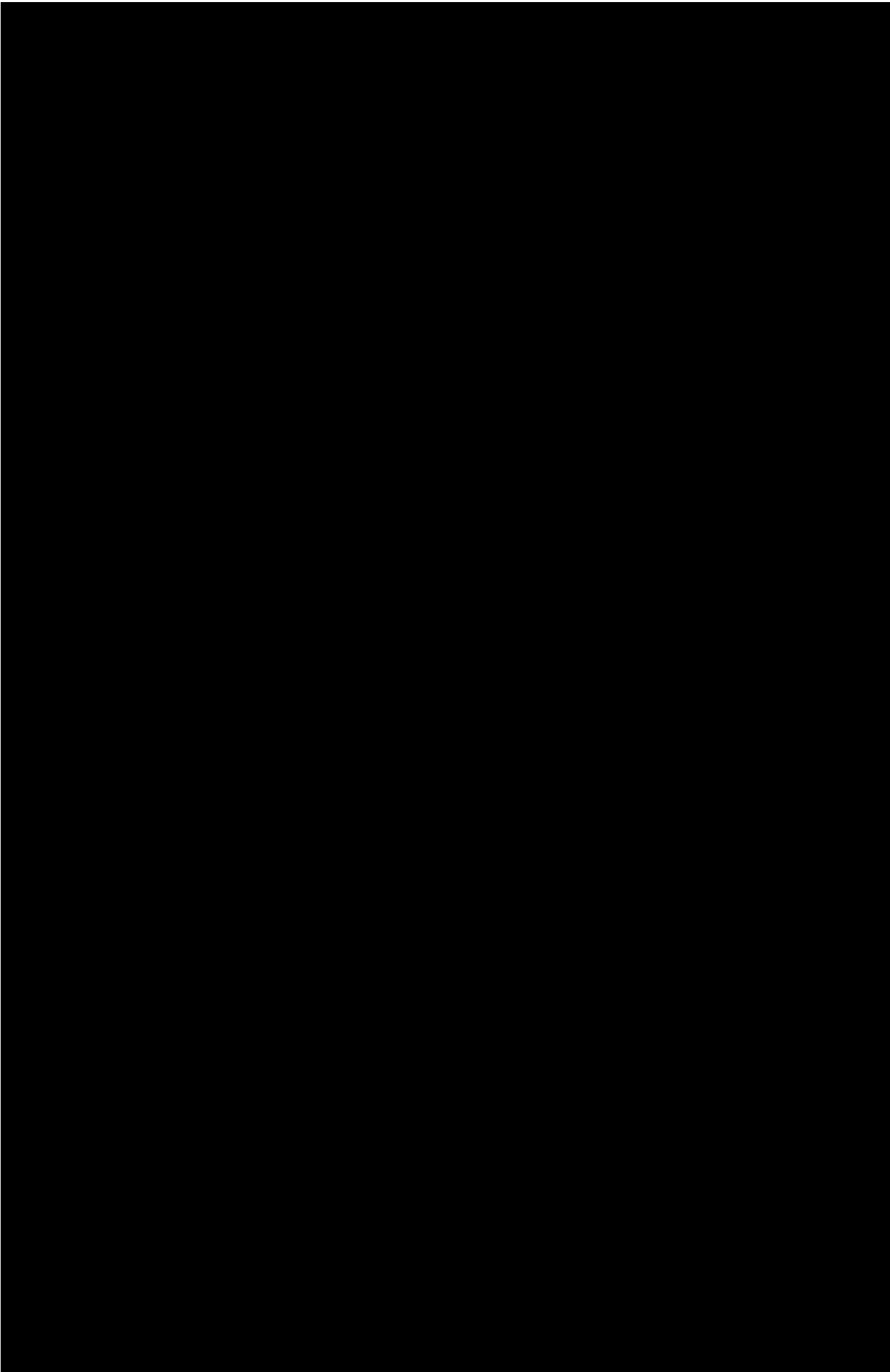
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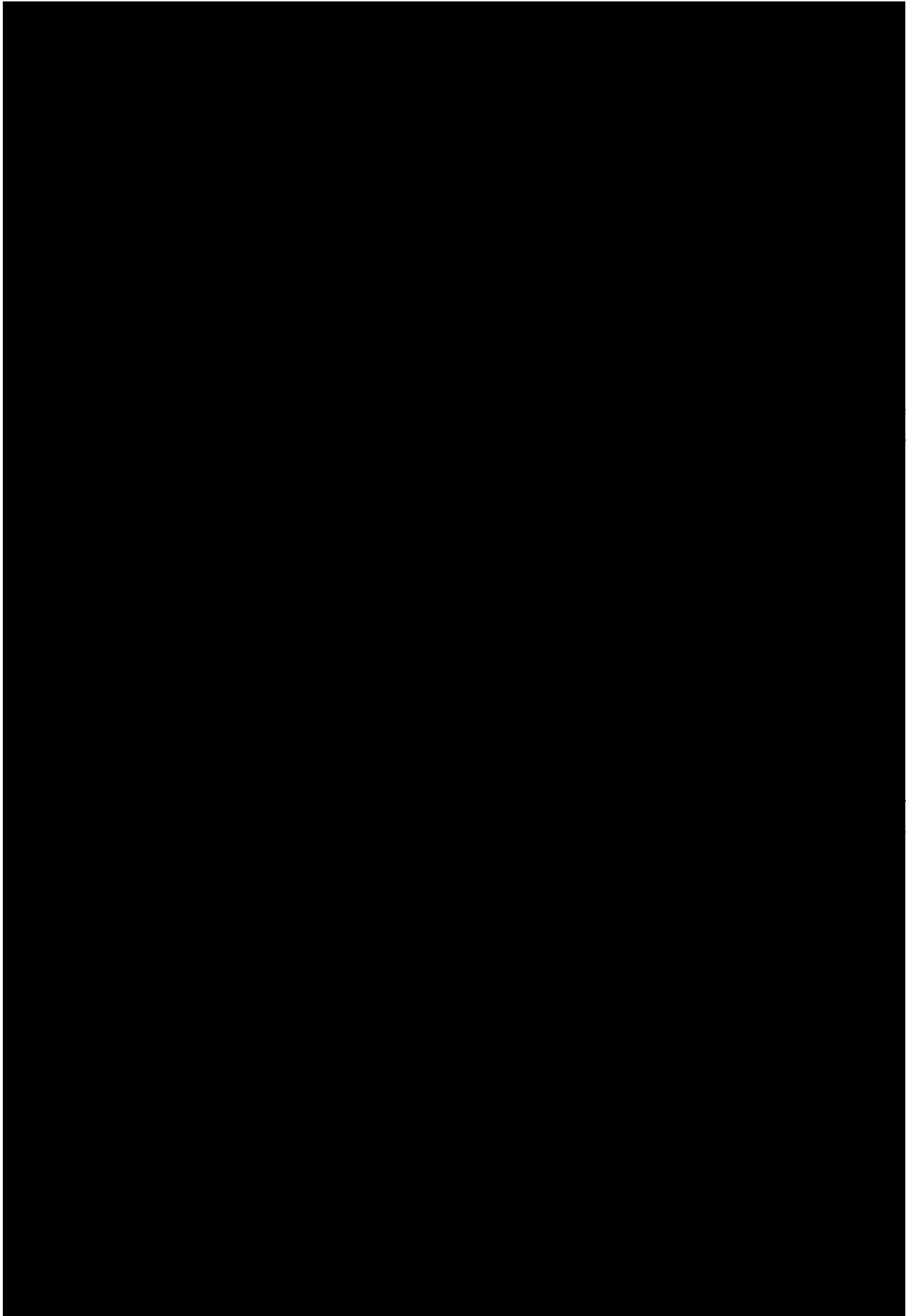




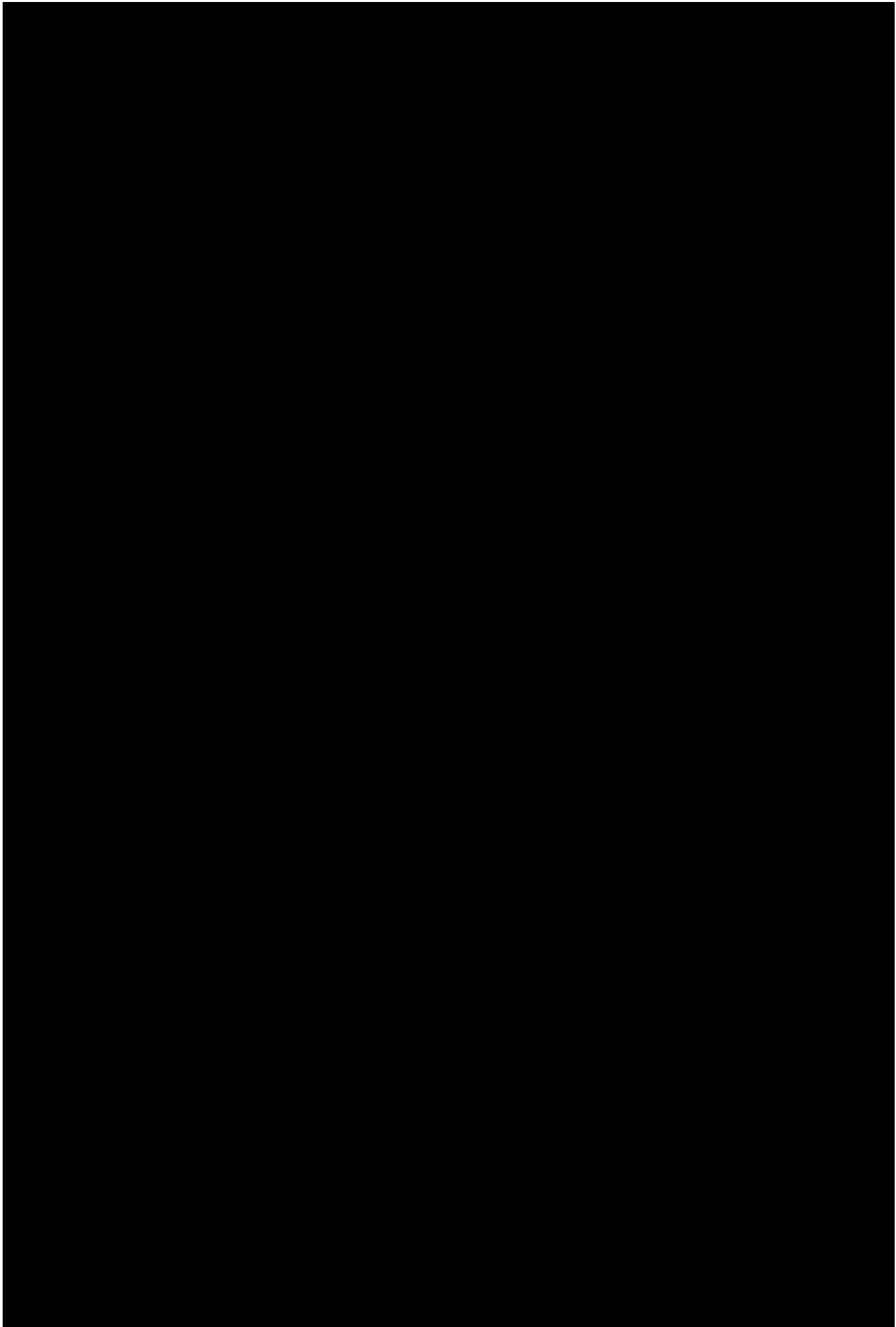


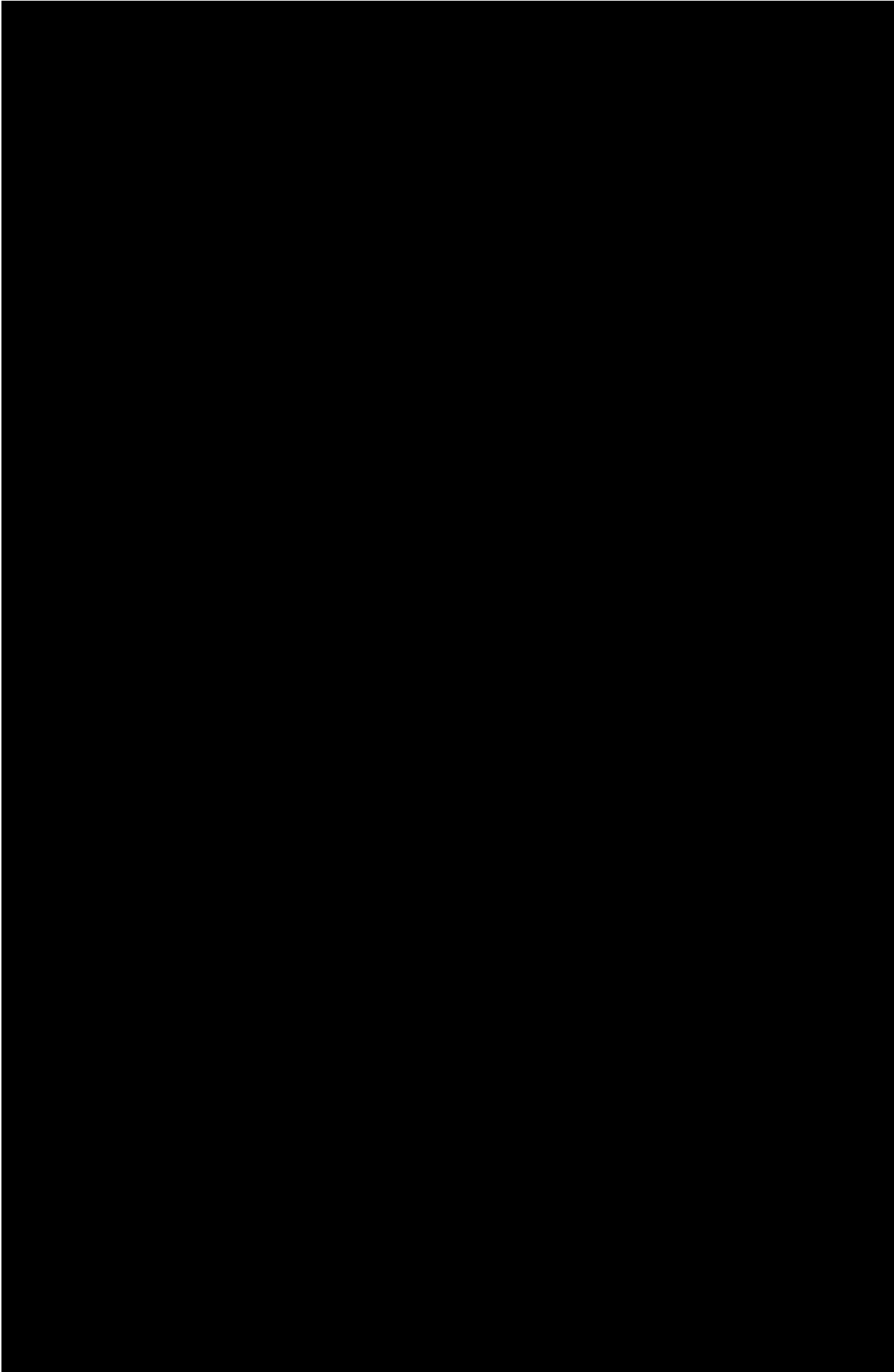


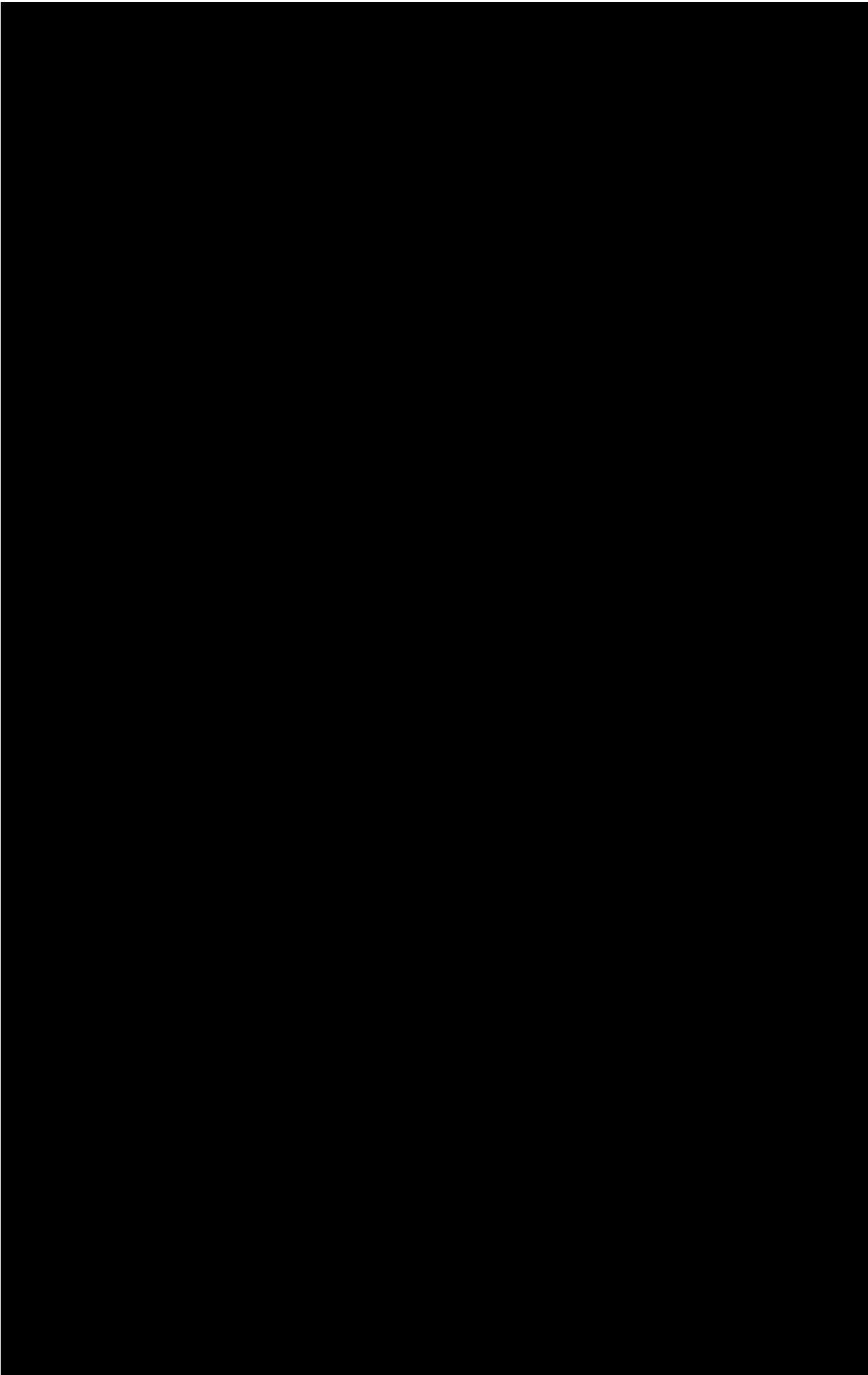


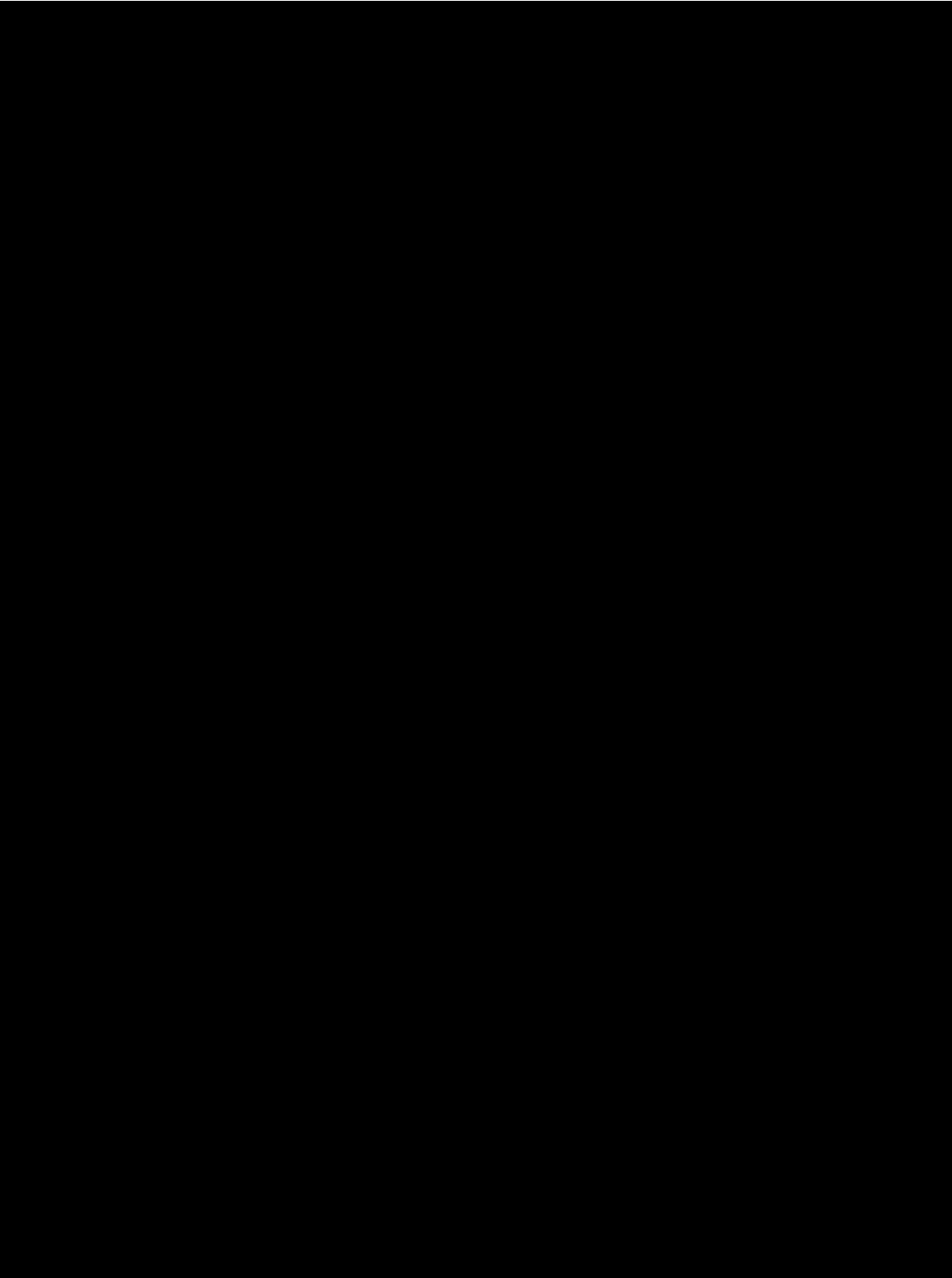


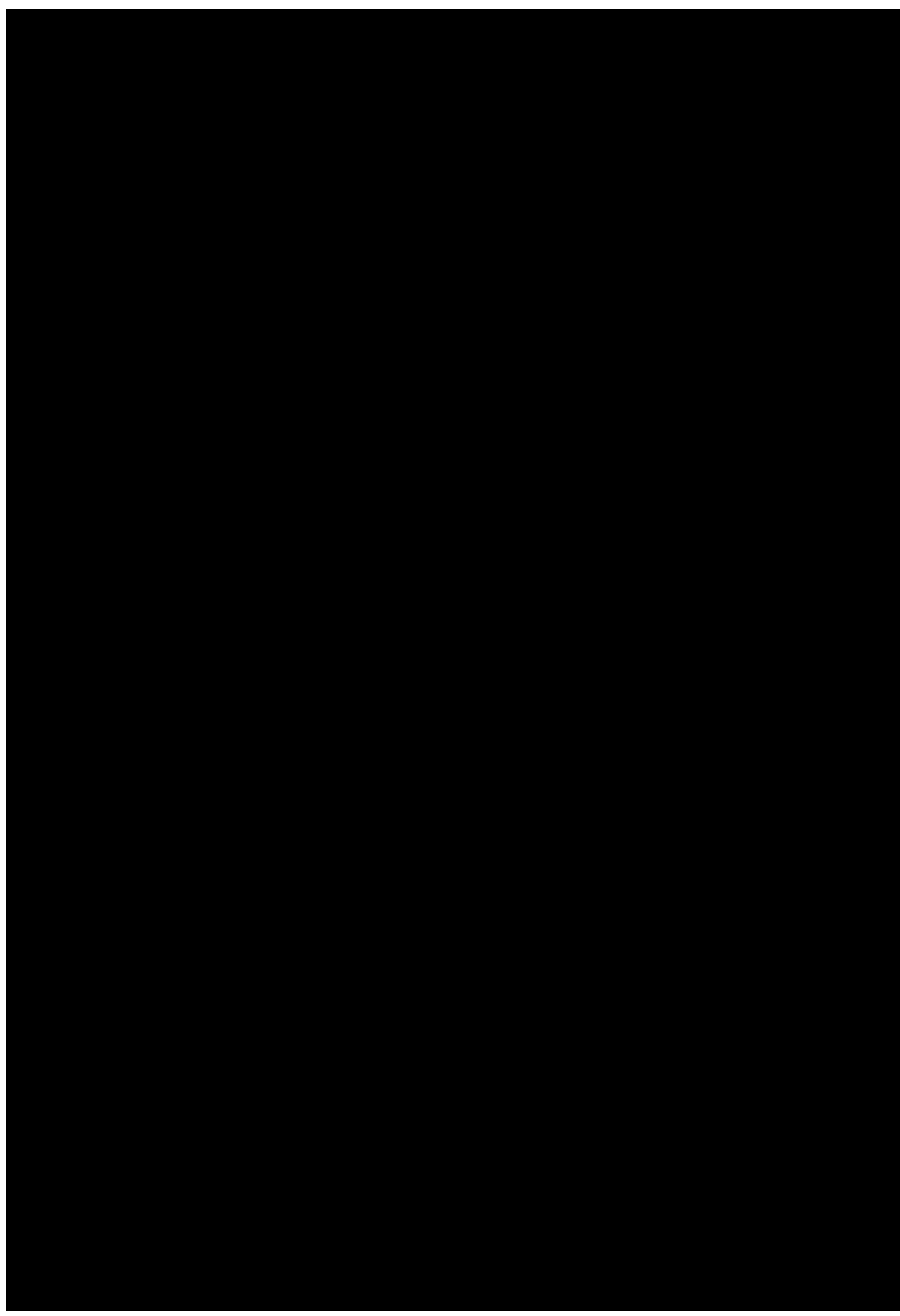


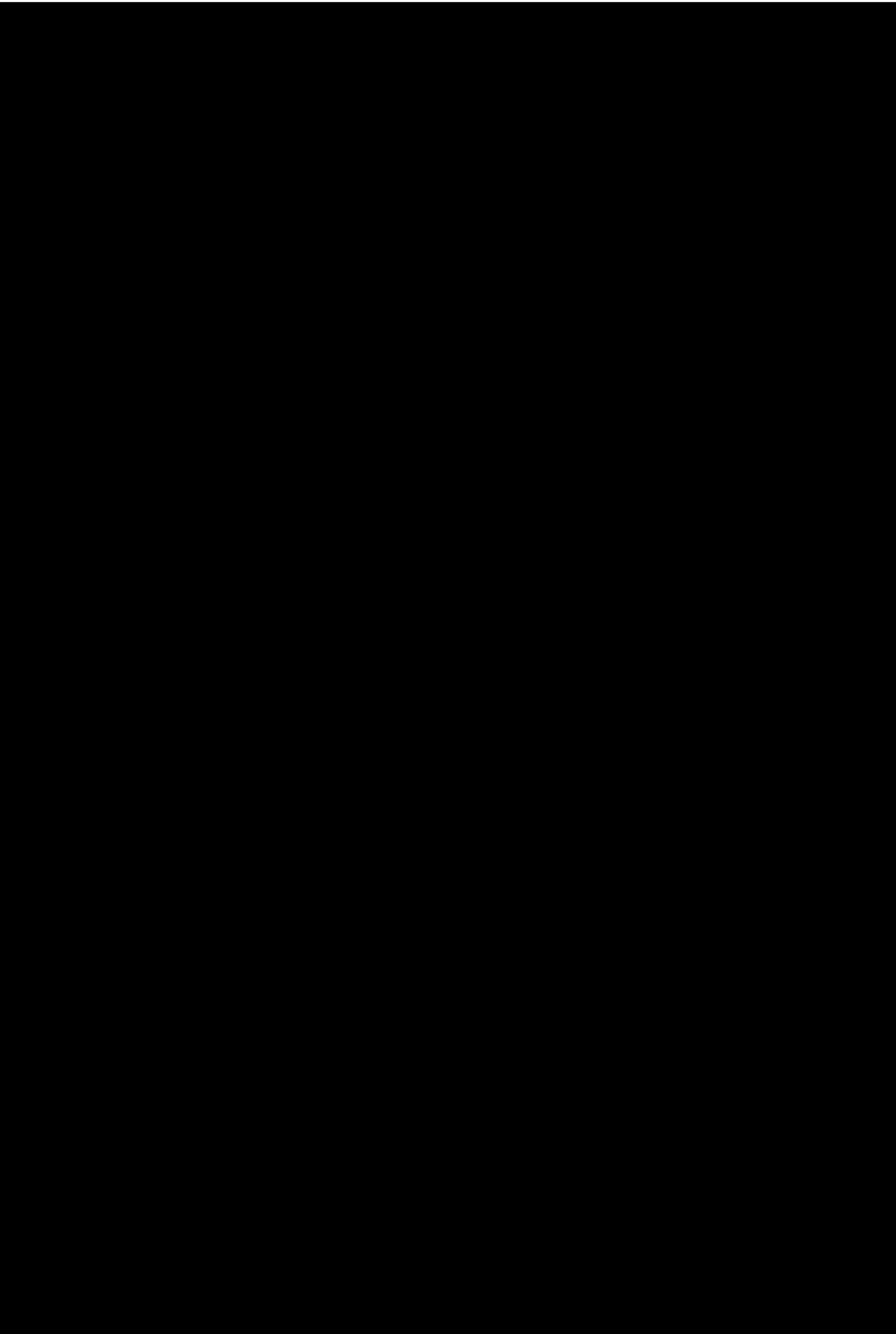


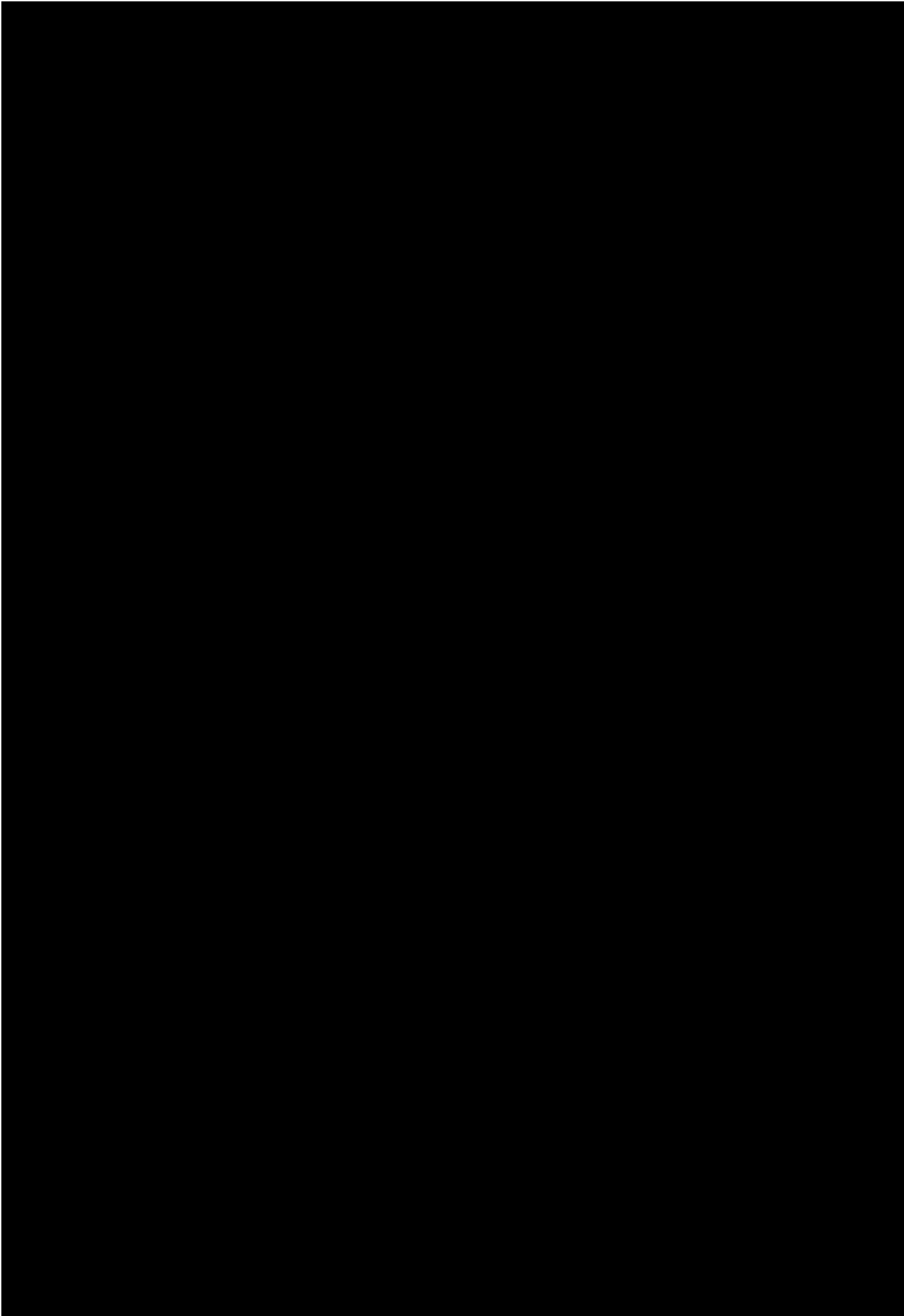




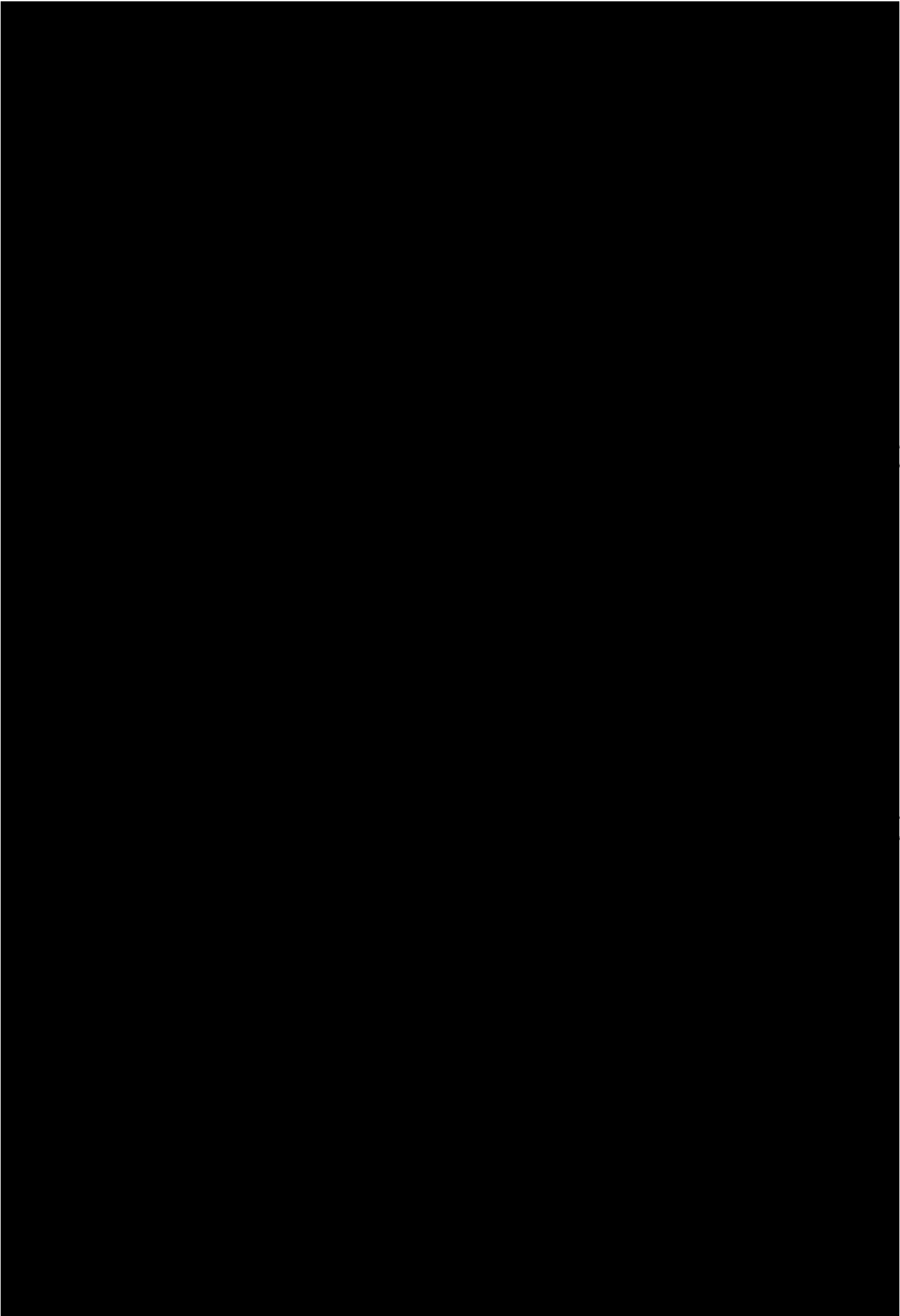


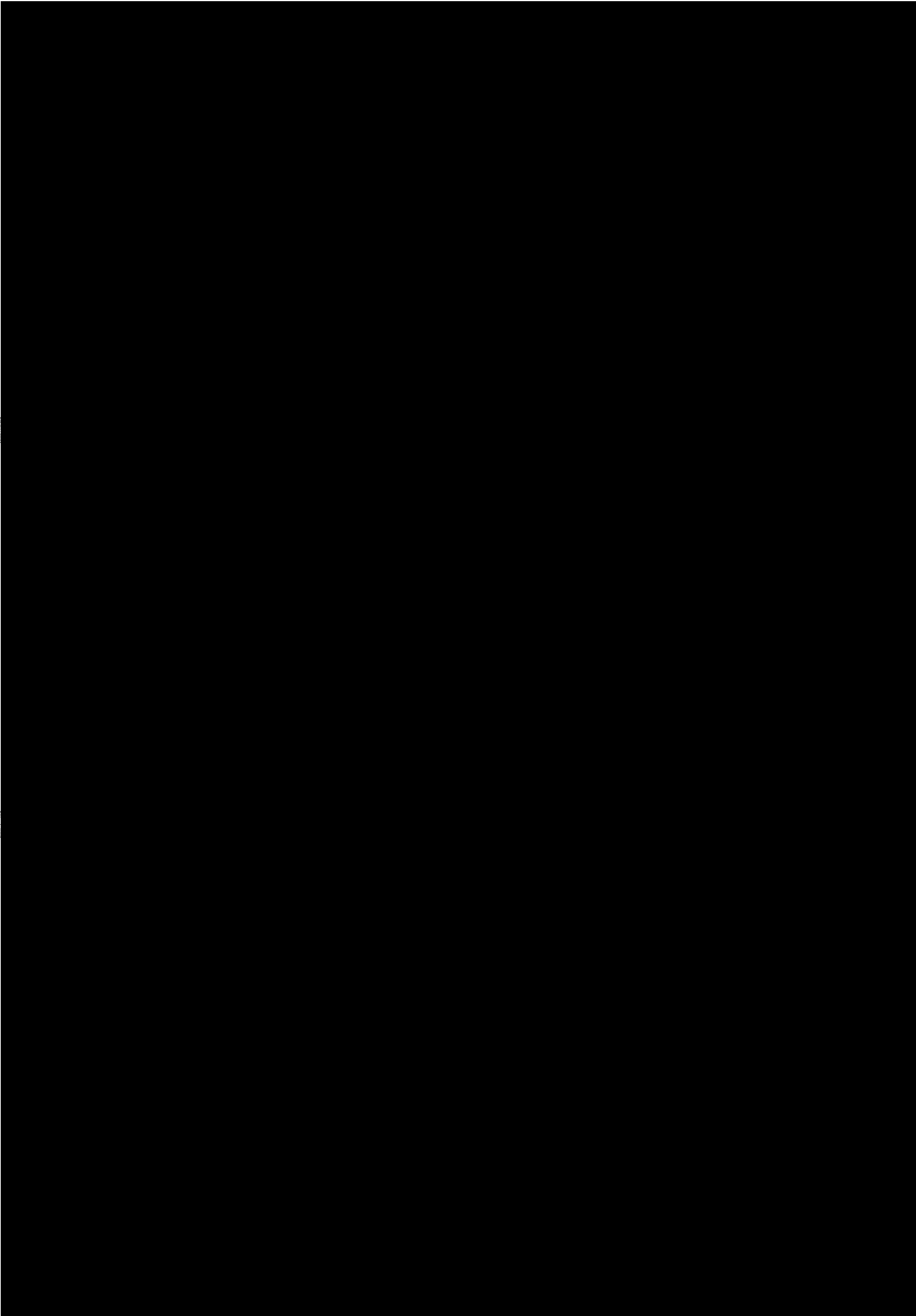


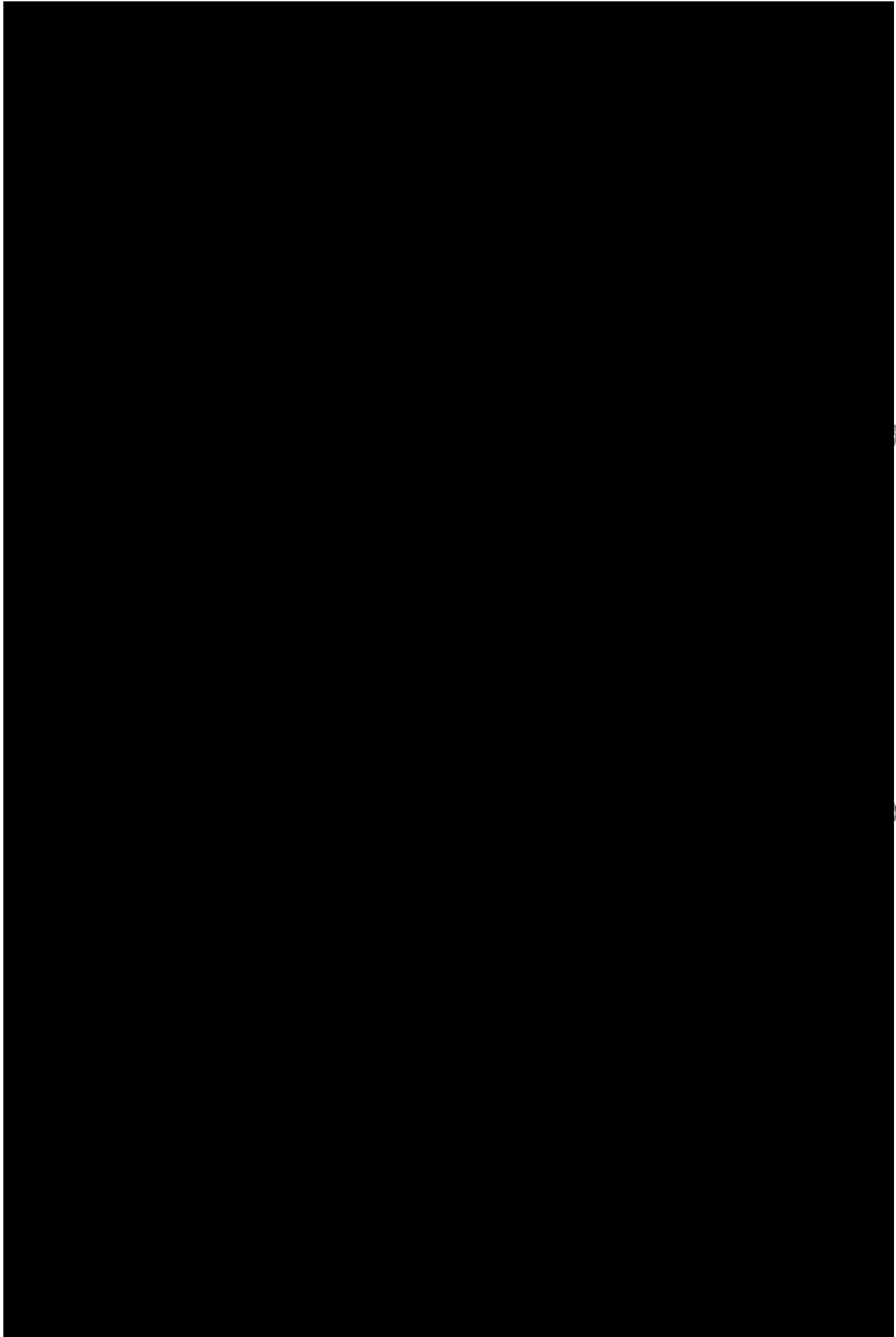


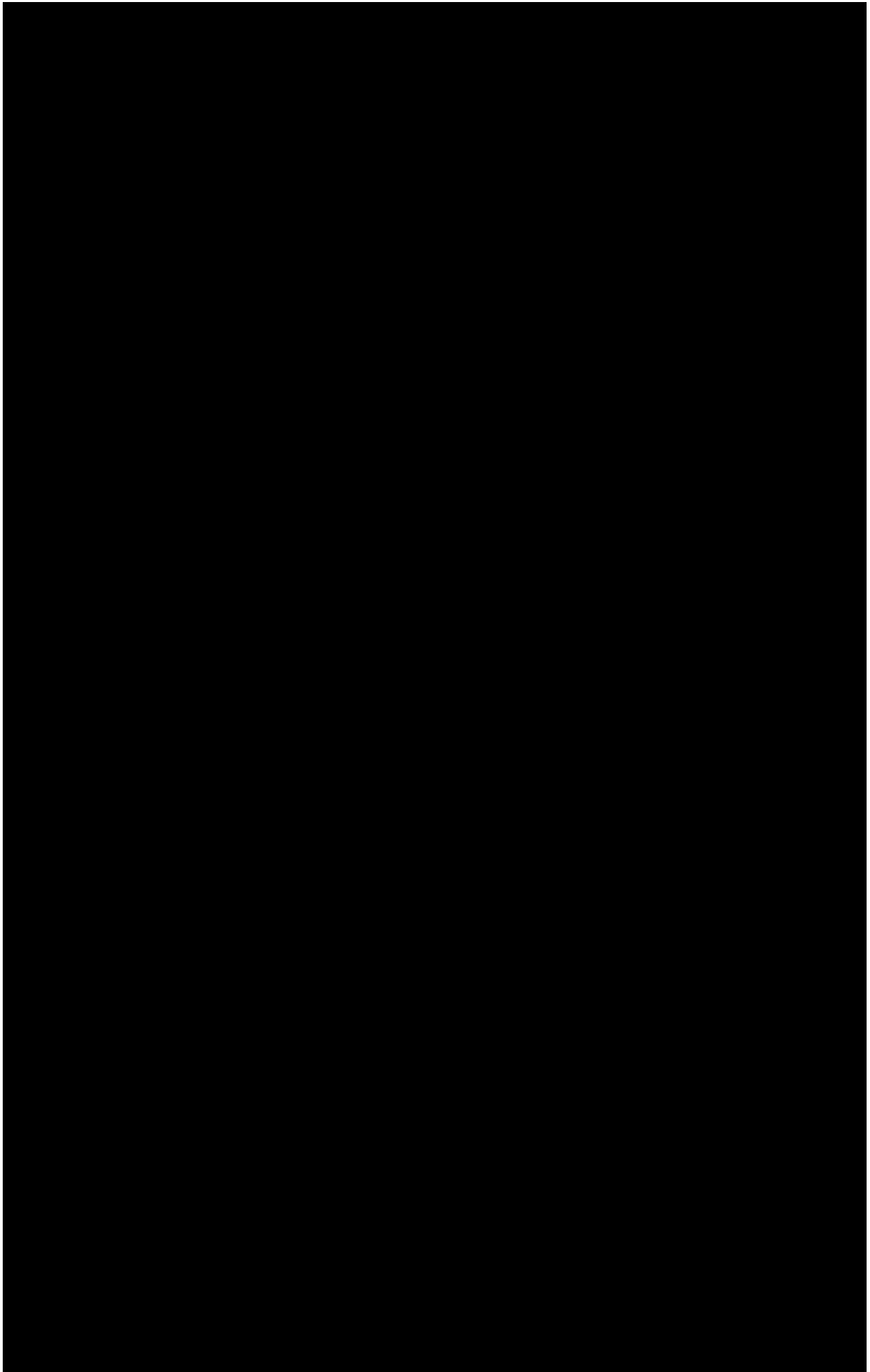


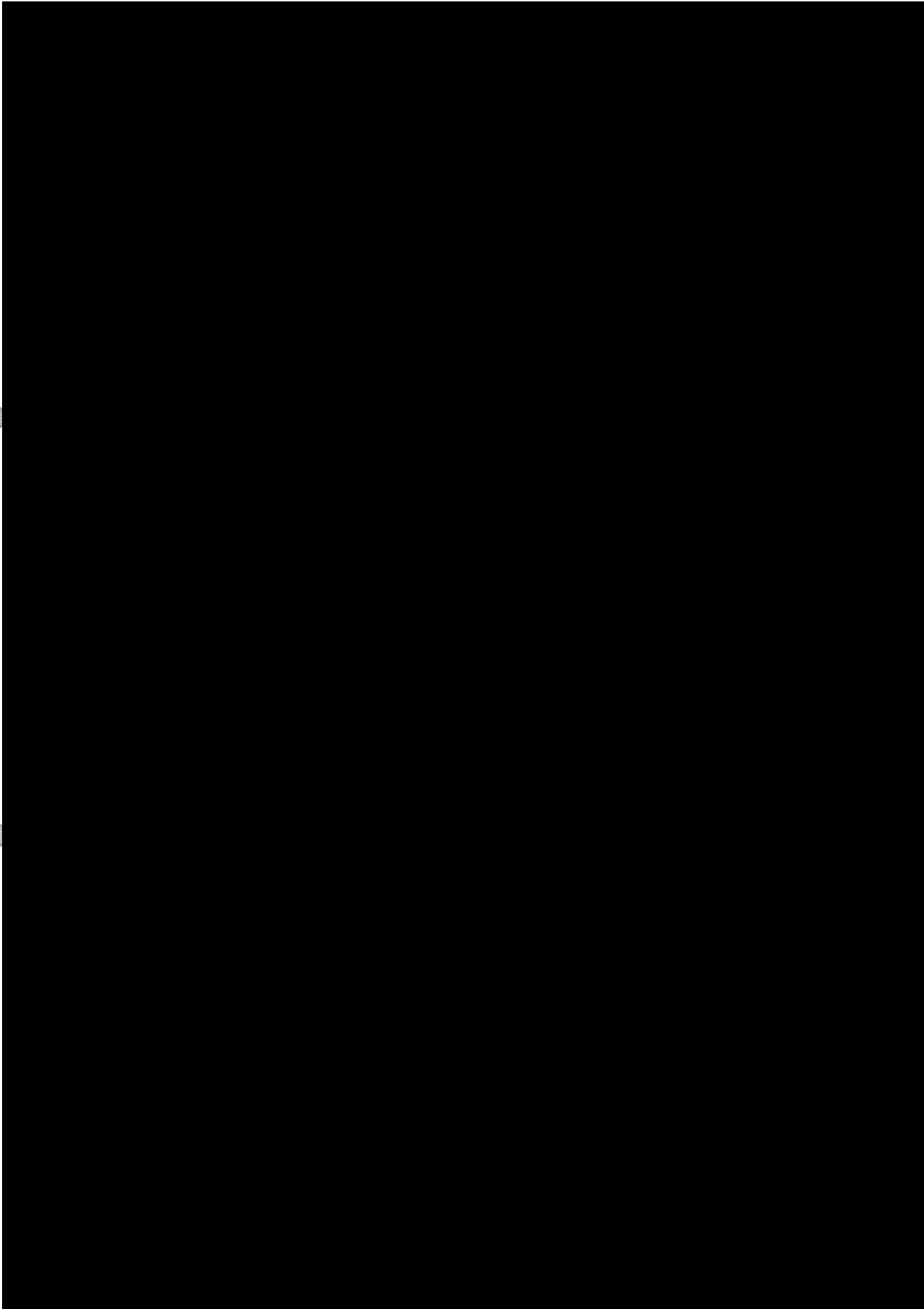


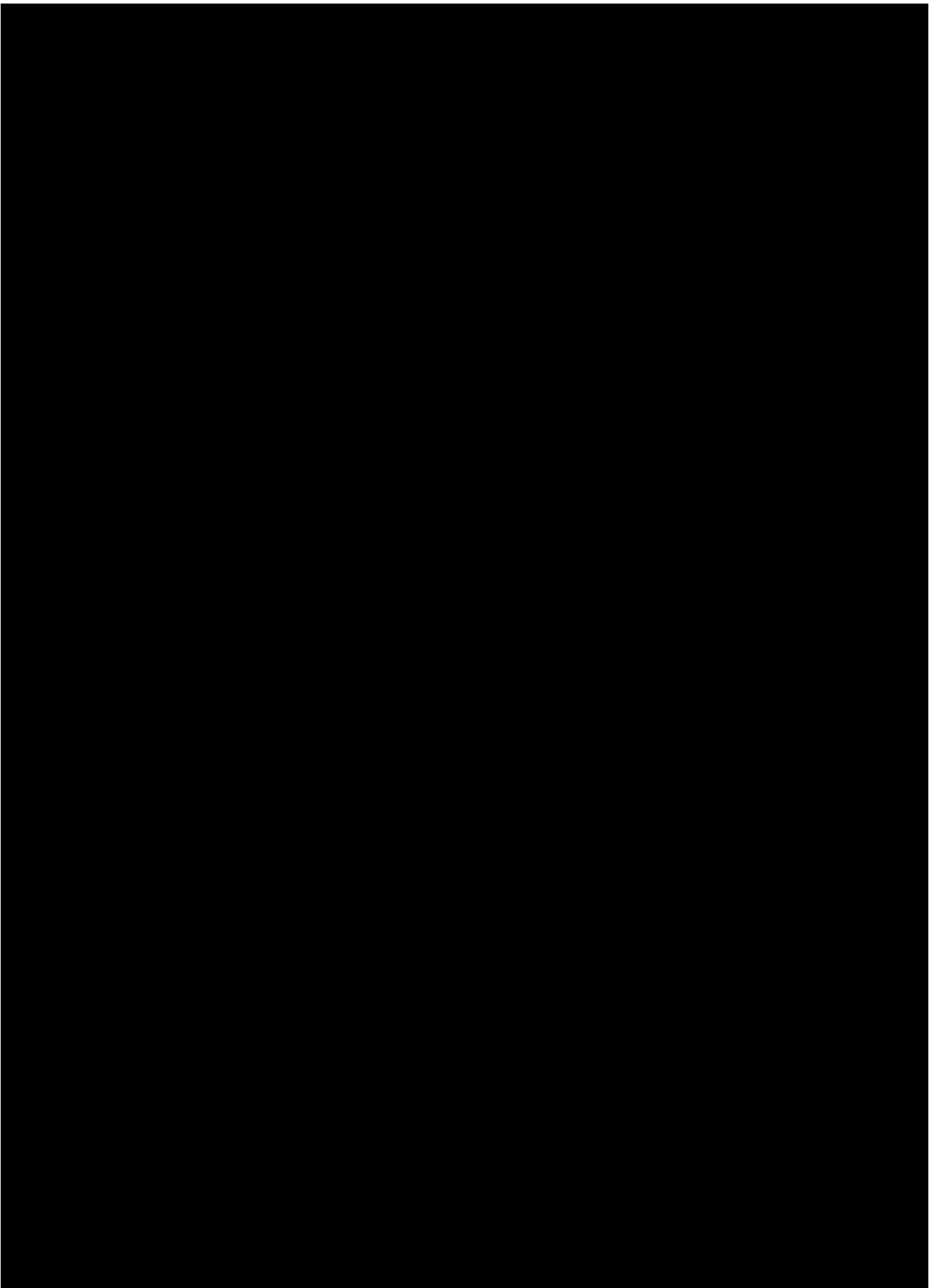


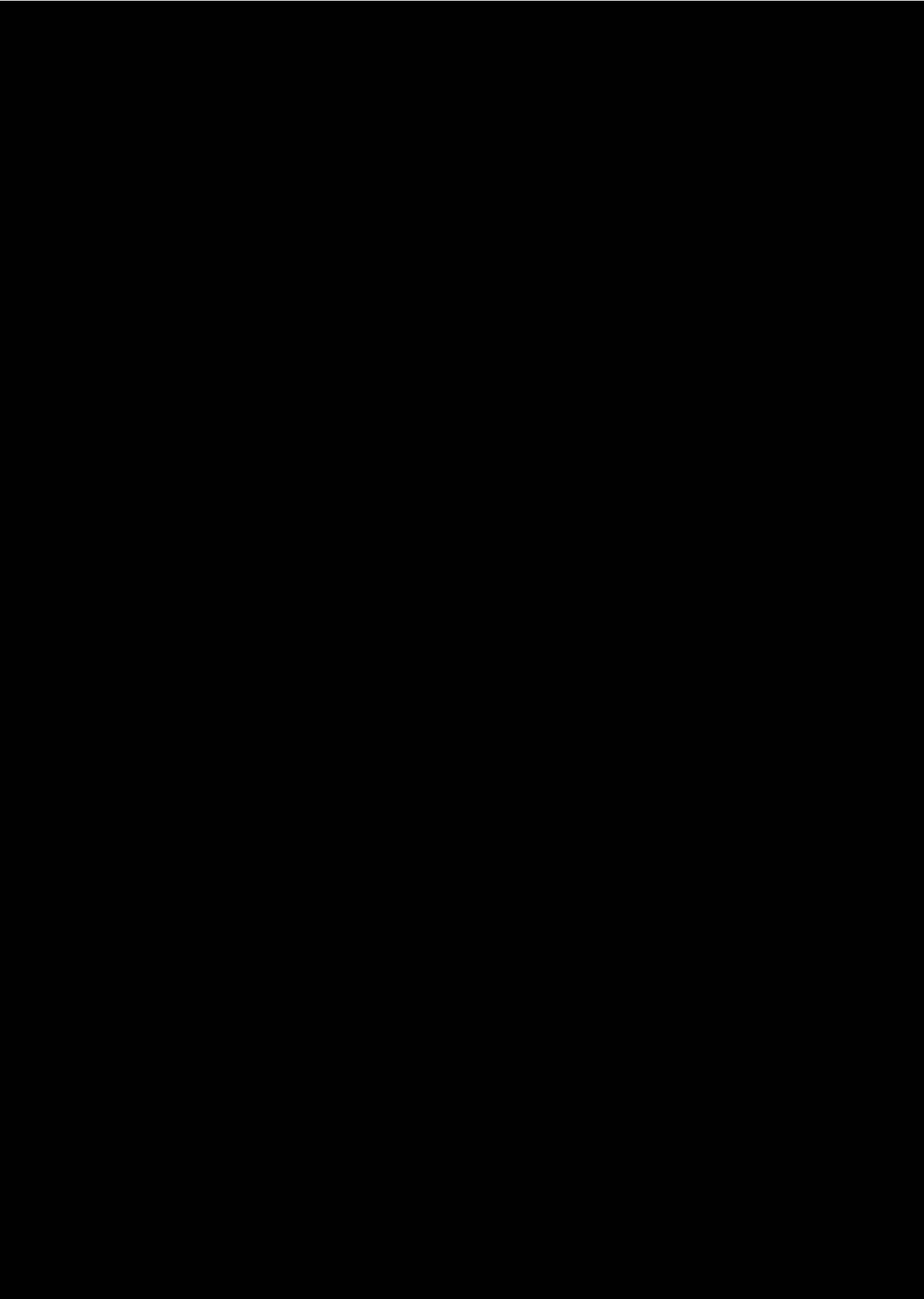










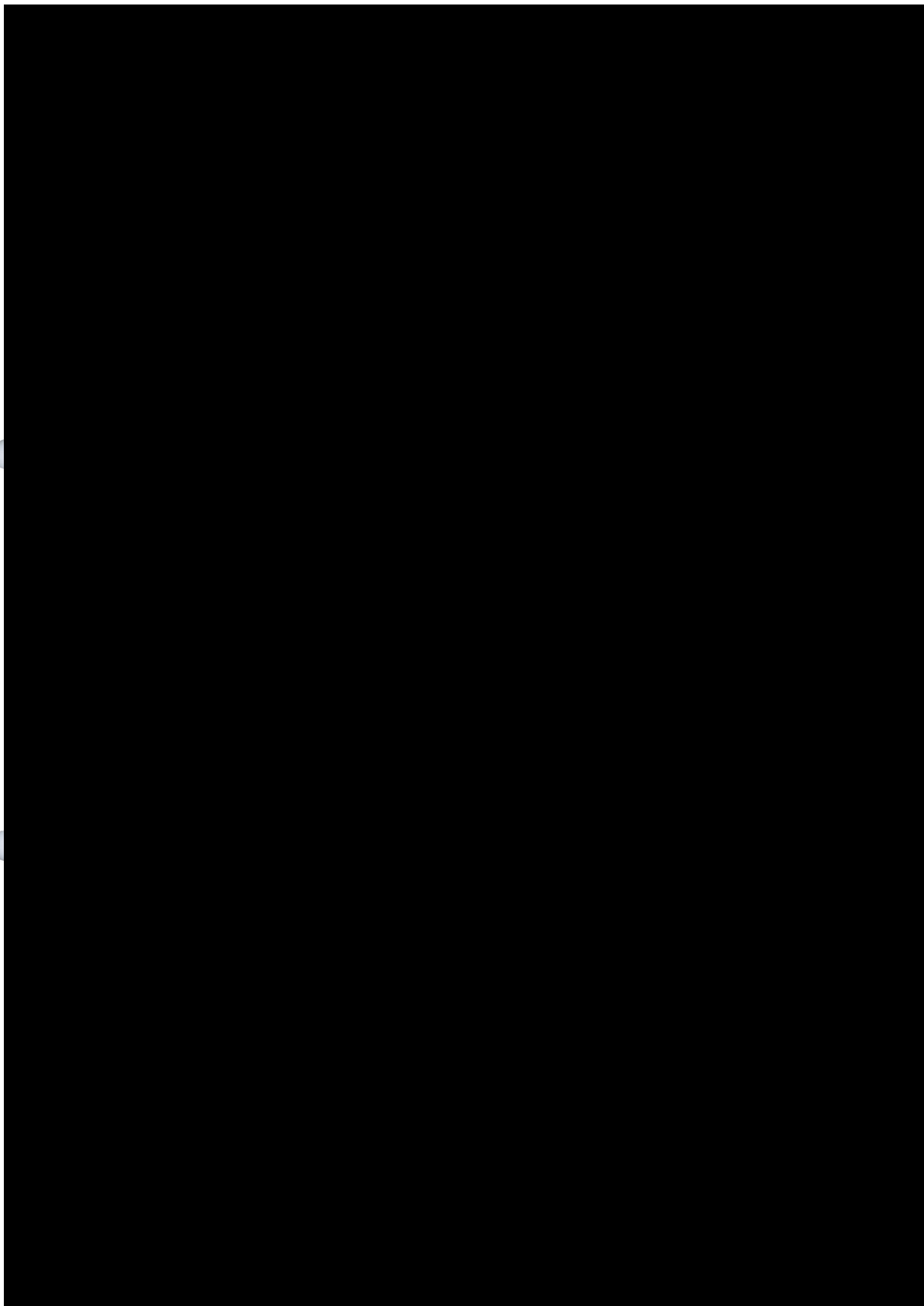




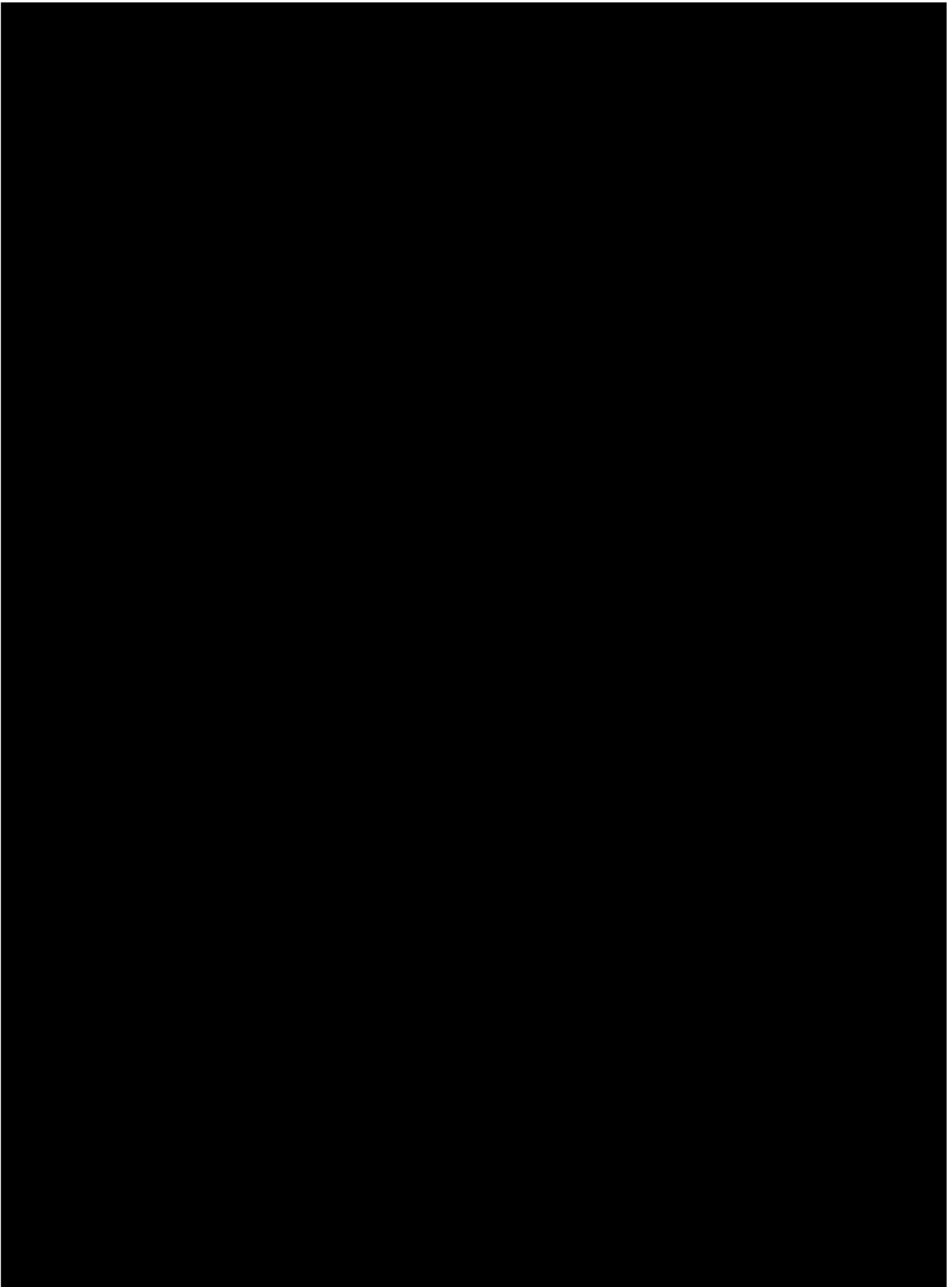
ANNEXURE G
Initial SDD Program

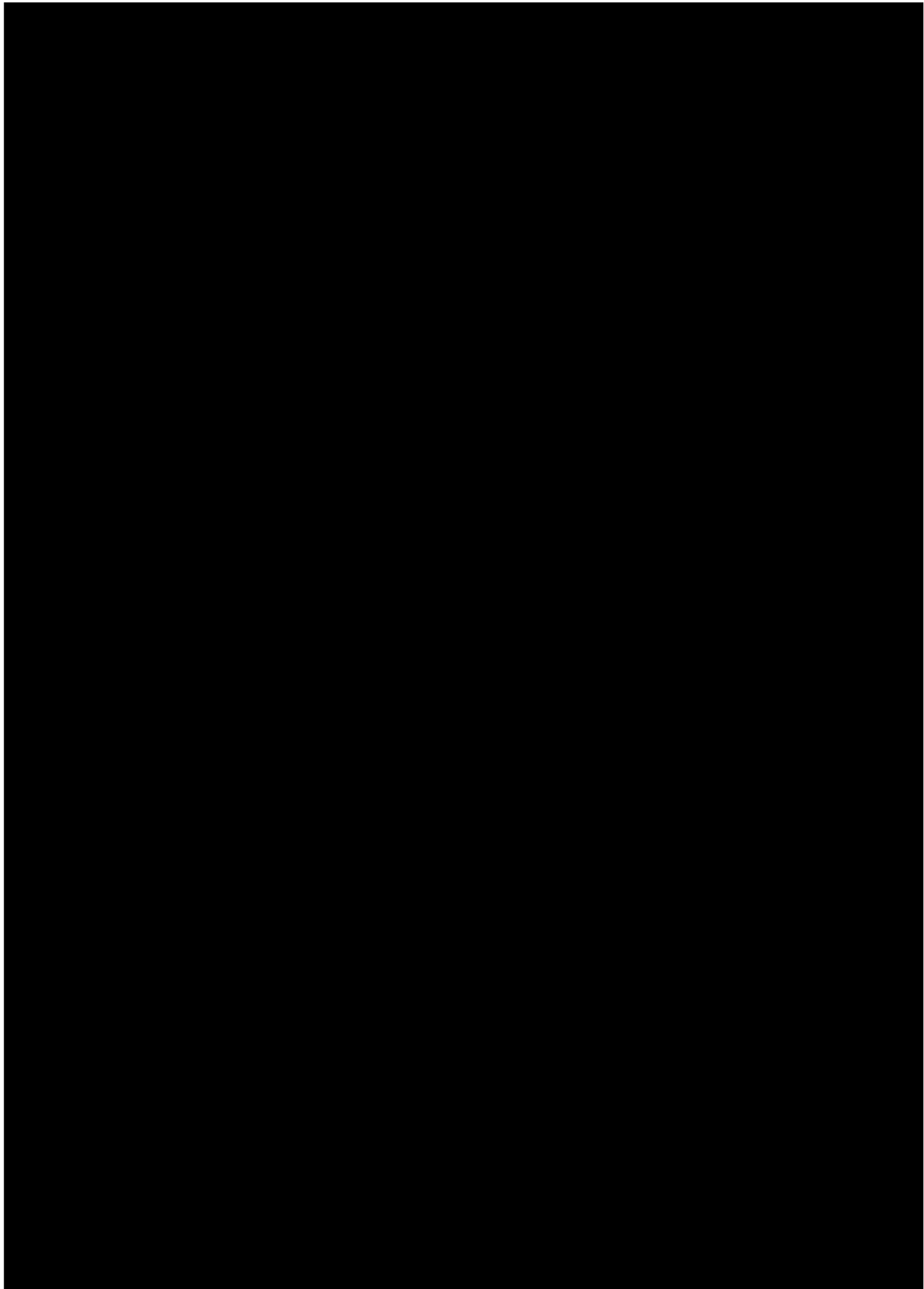
For the purposes of clause 23.4(a) and 23.4(b) of the SDD, this Annexure G contains the initial SDD Program which is included in Schedule F1 as an electronic file.

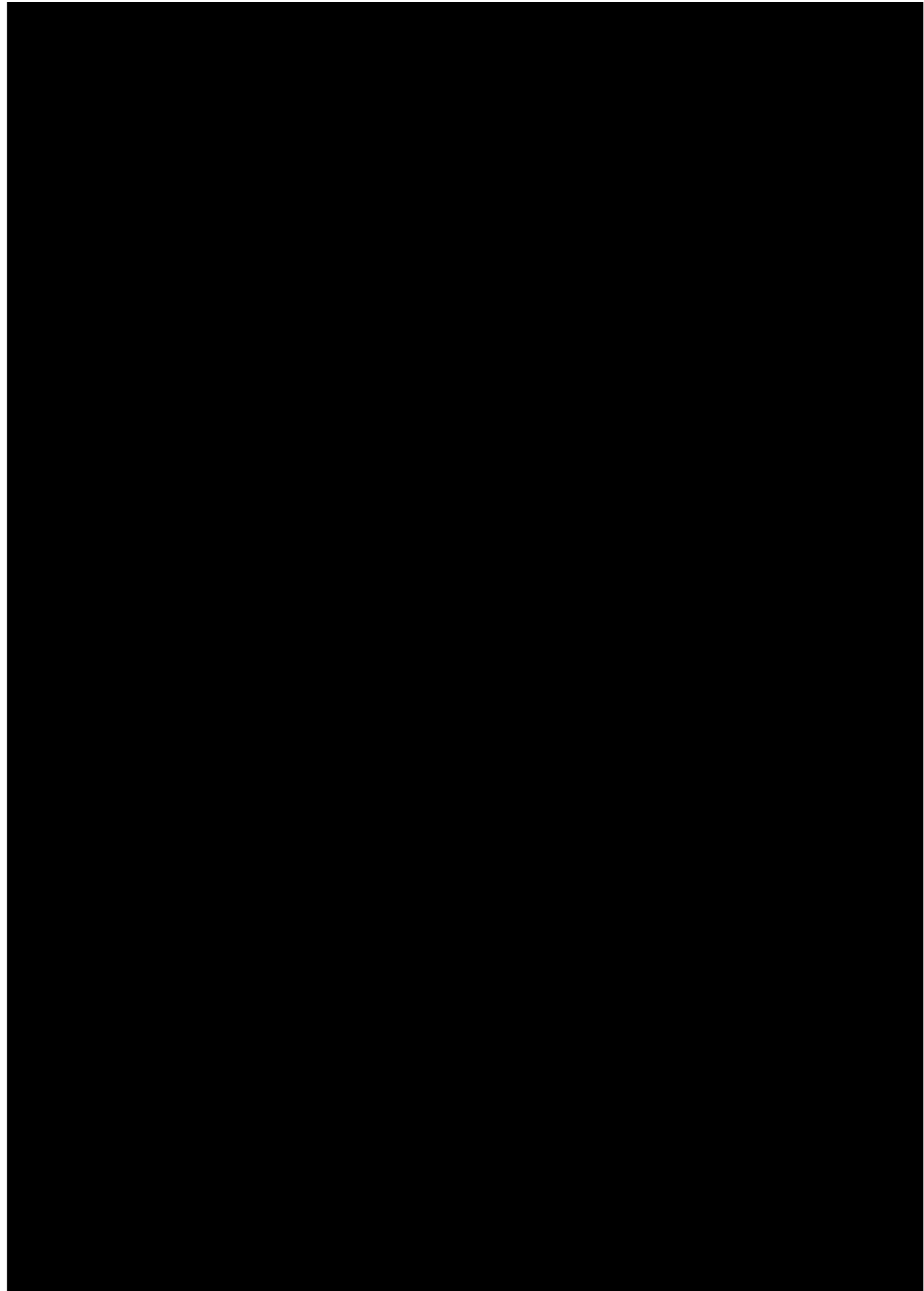
**ANNEXURE H
MLC Pedestrian Link**

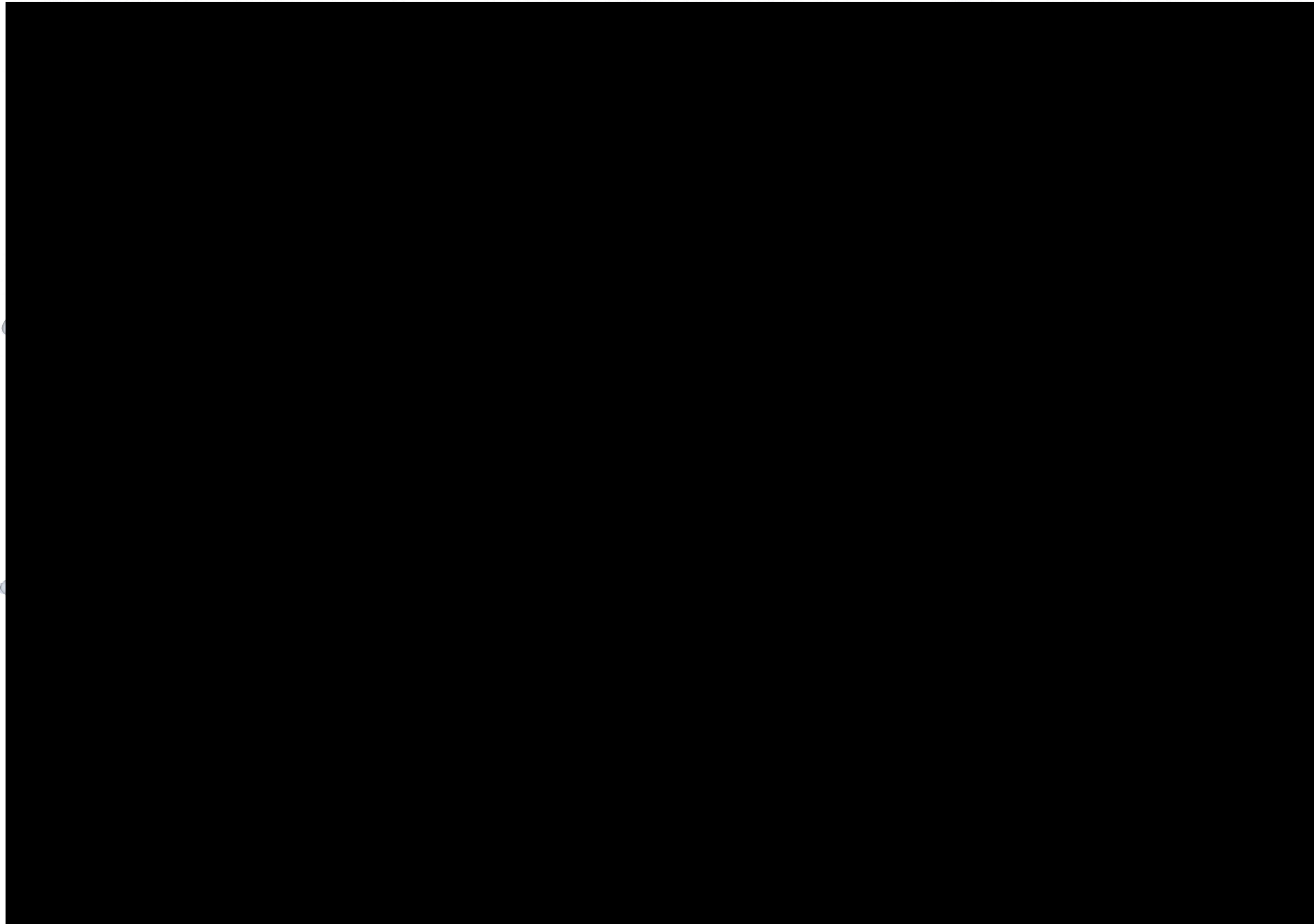


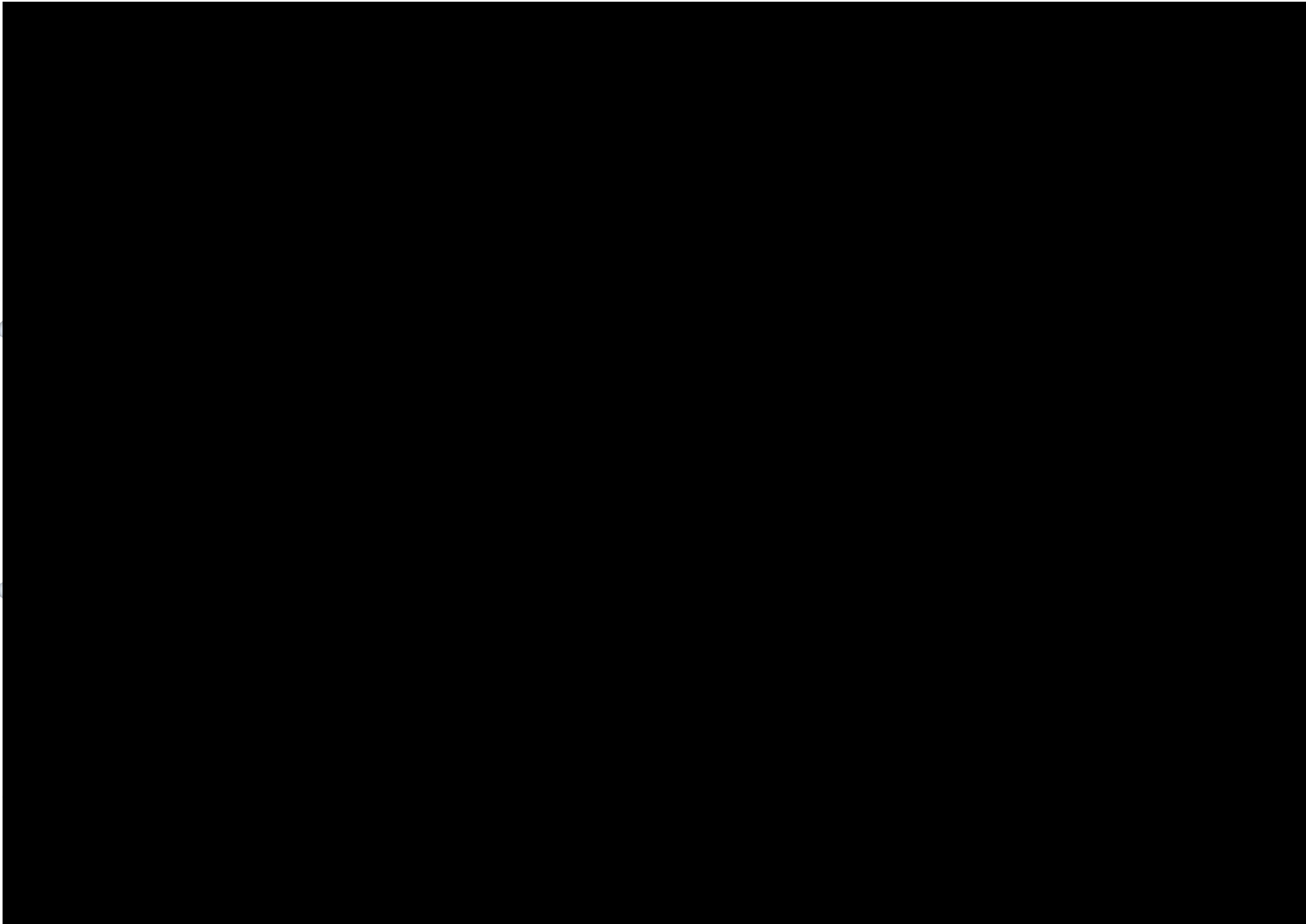
**ANNEXURE I
Subdivision Plan**

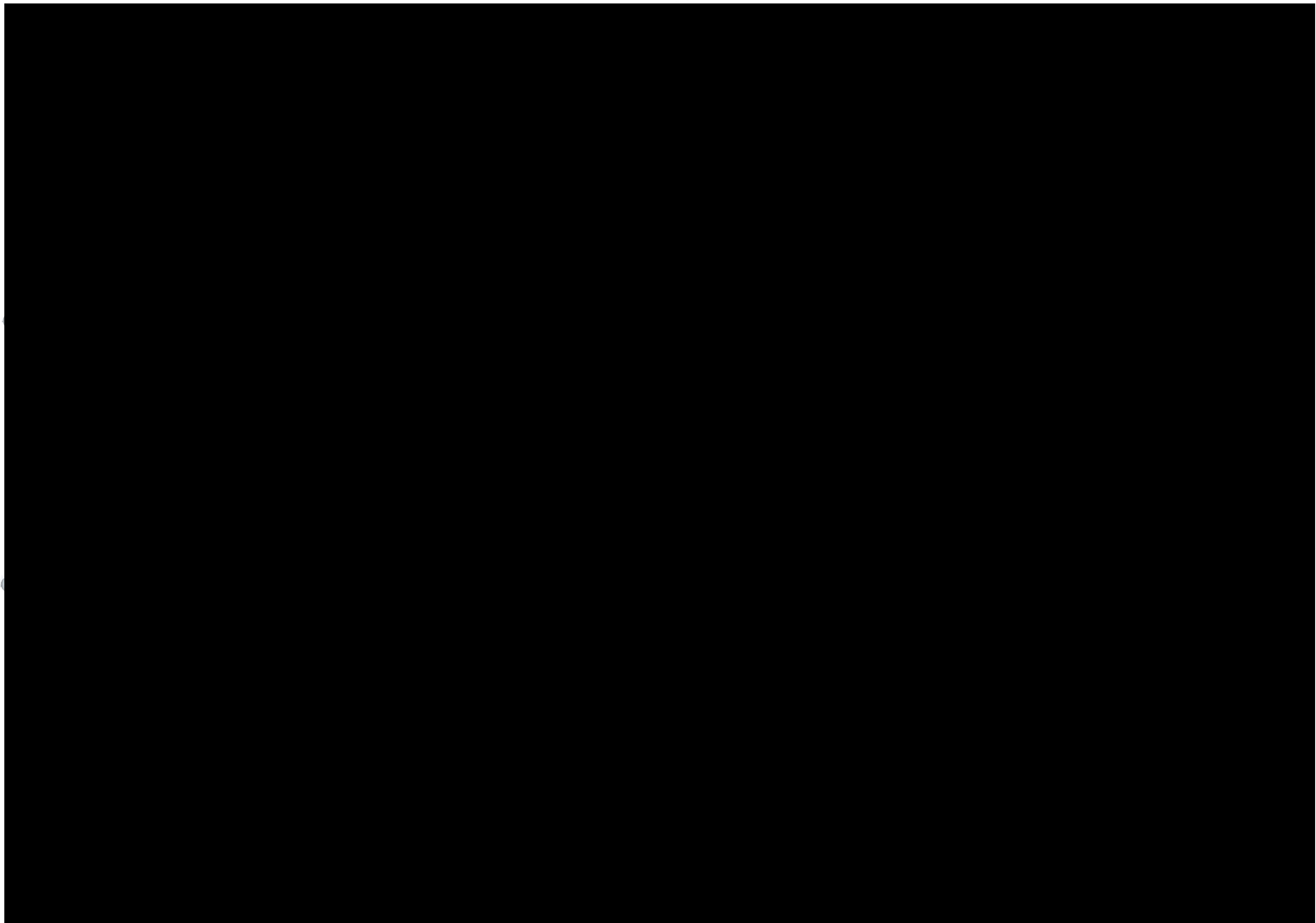


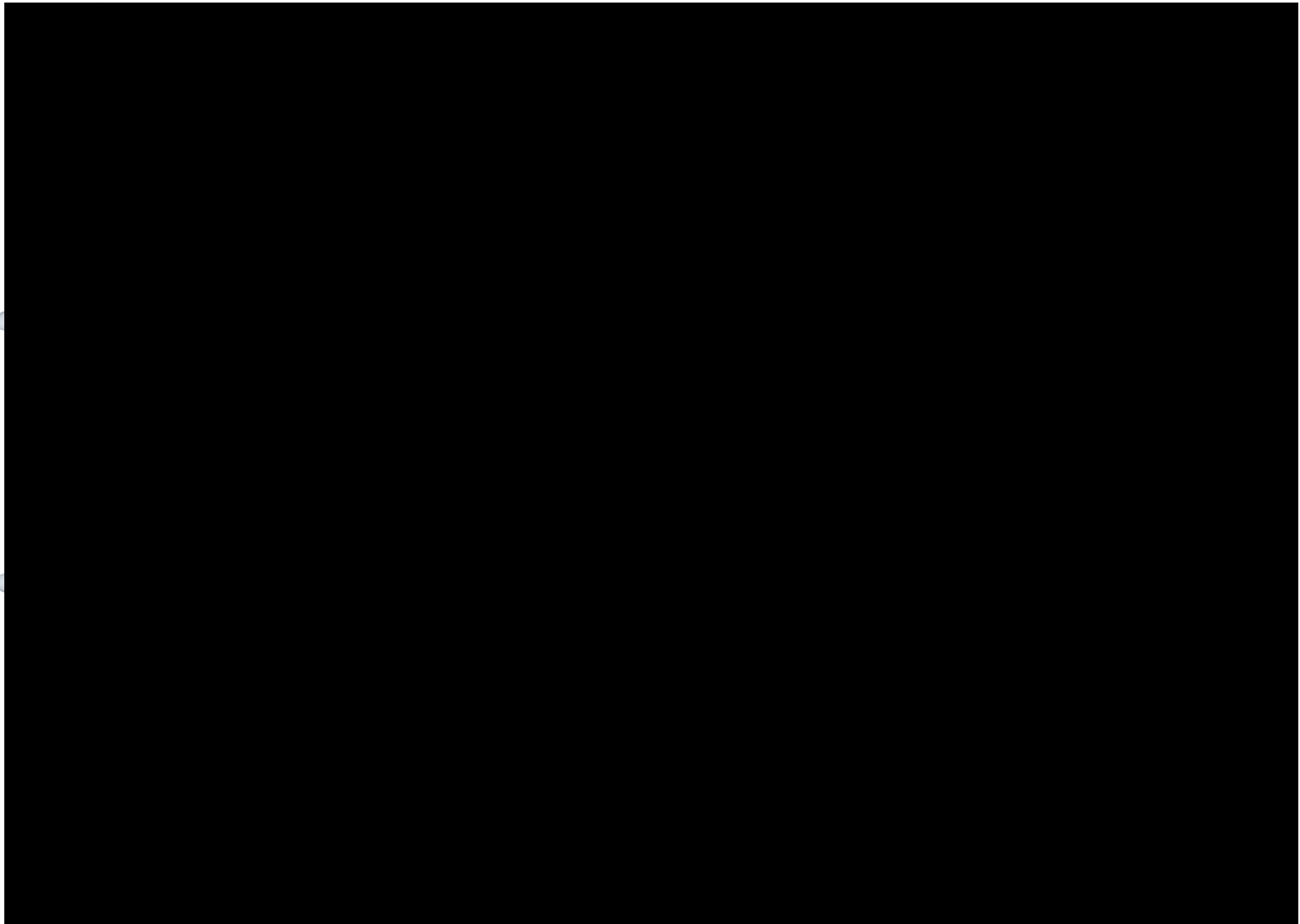


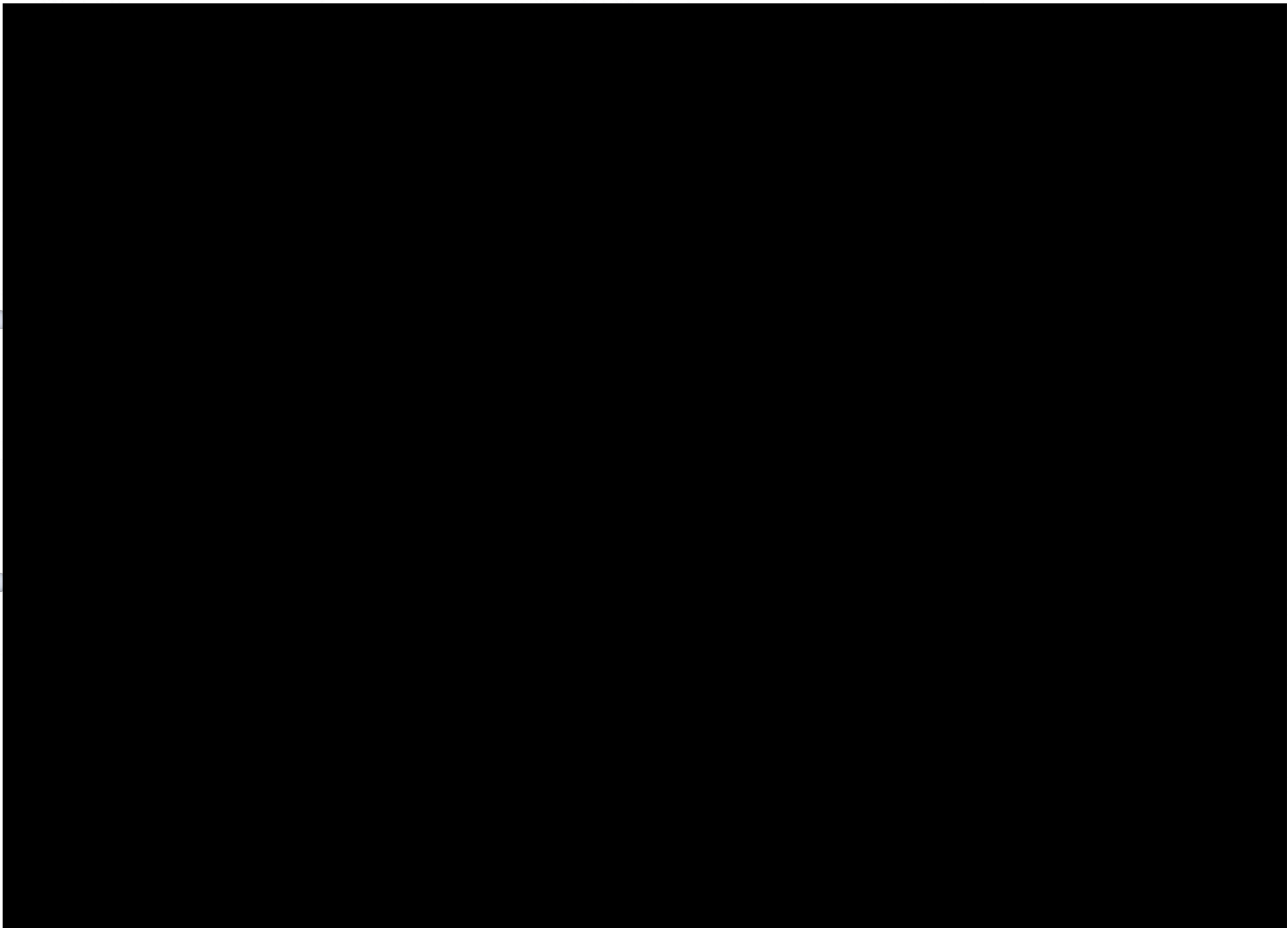


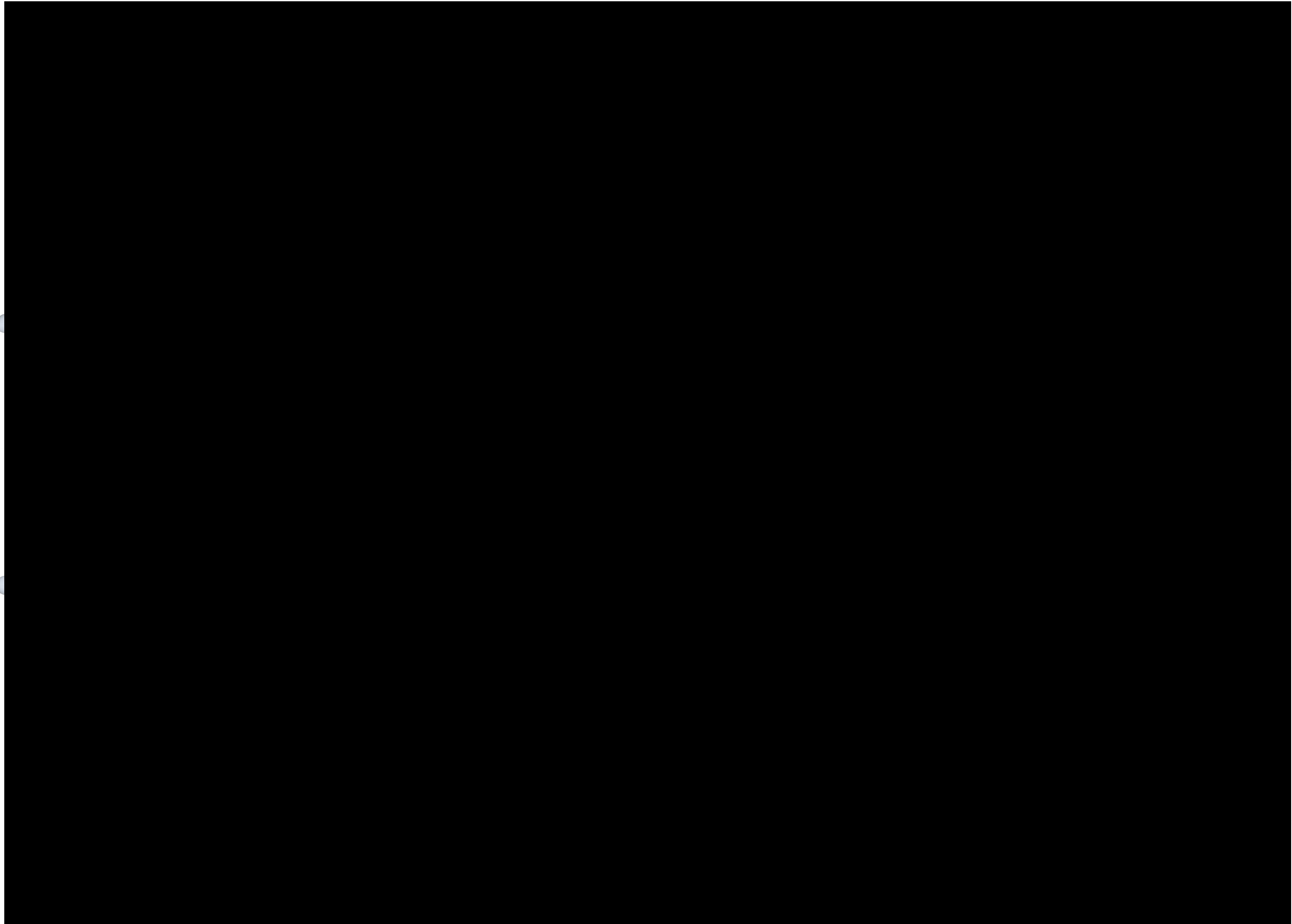


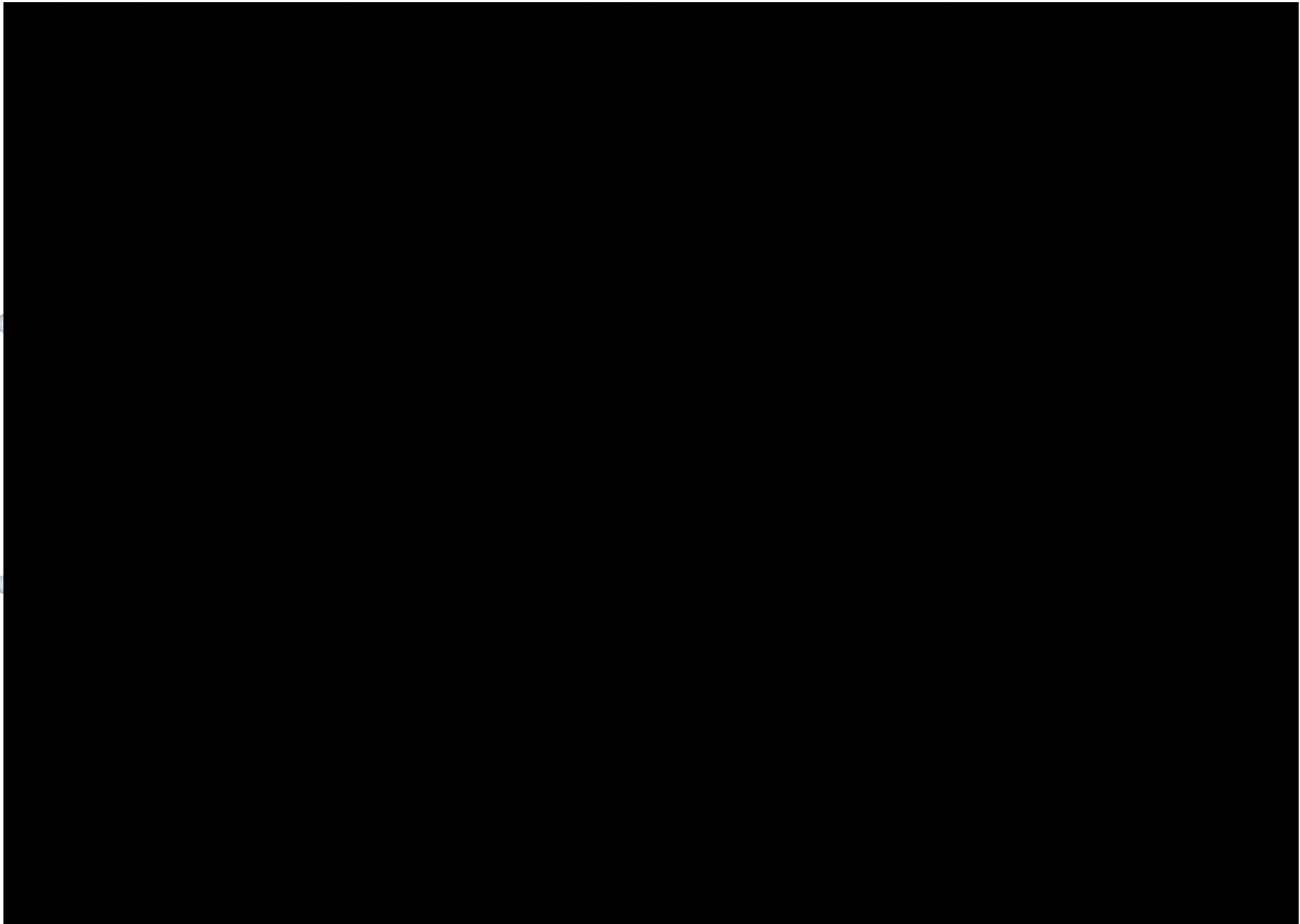


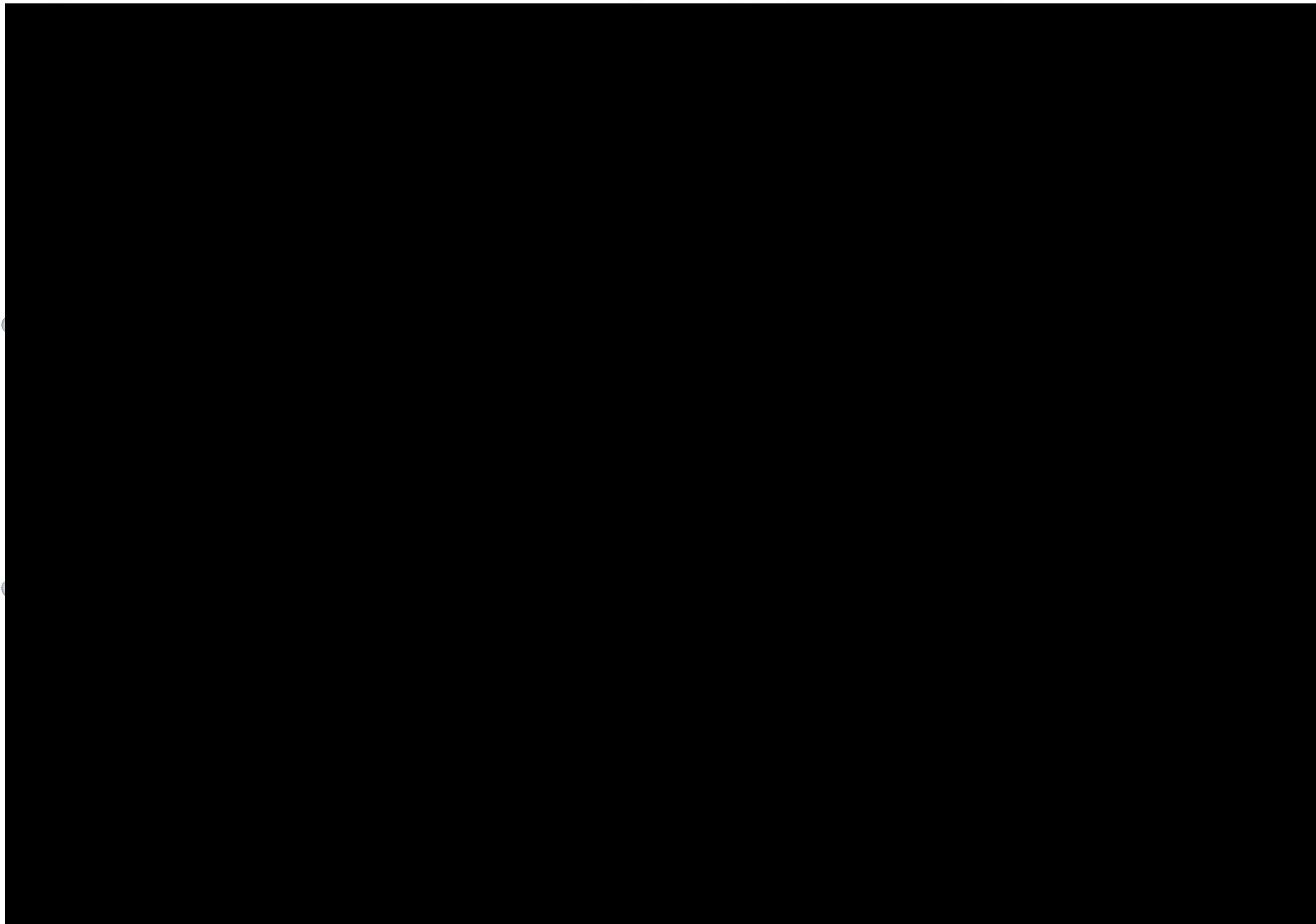


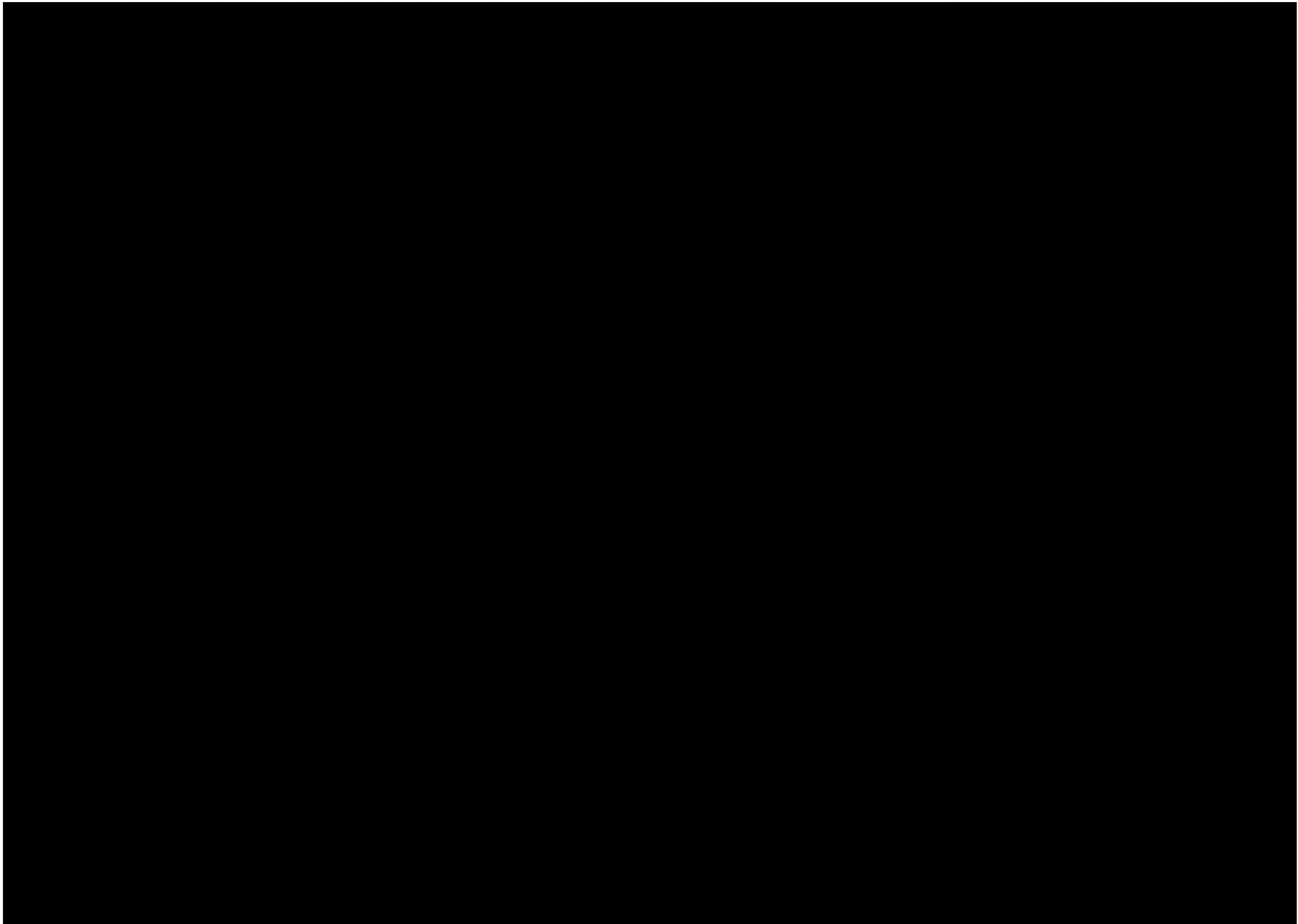


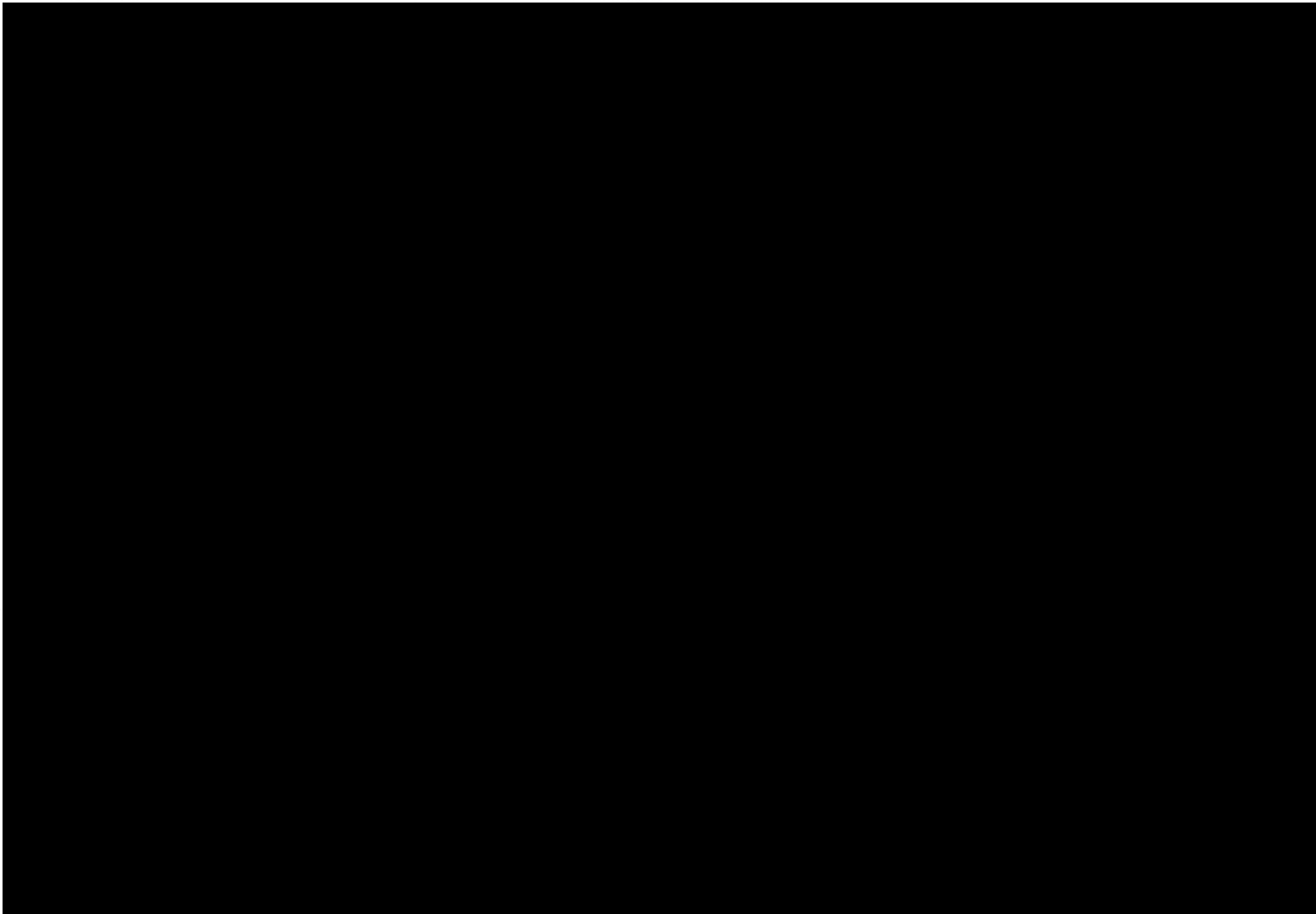


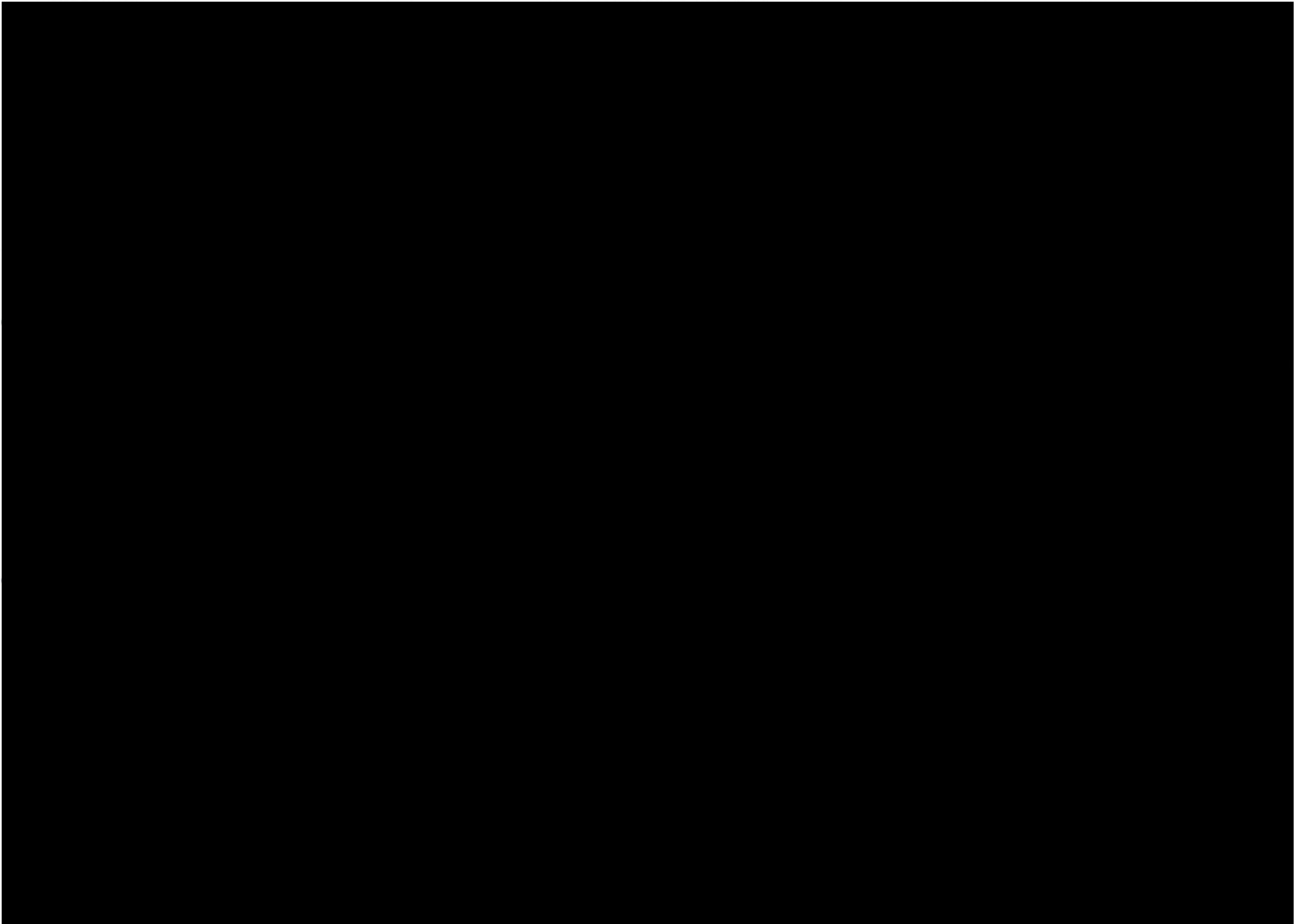


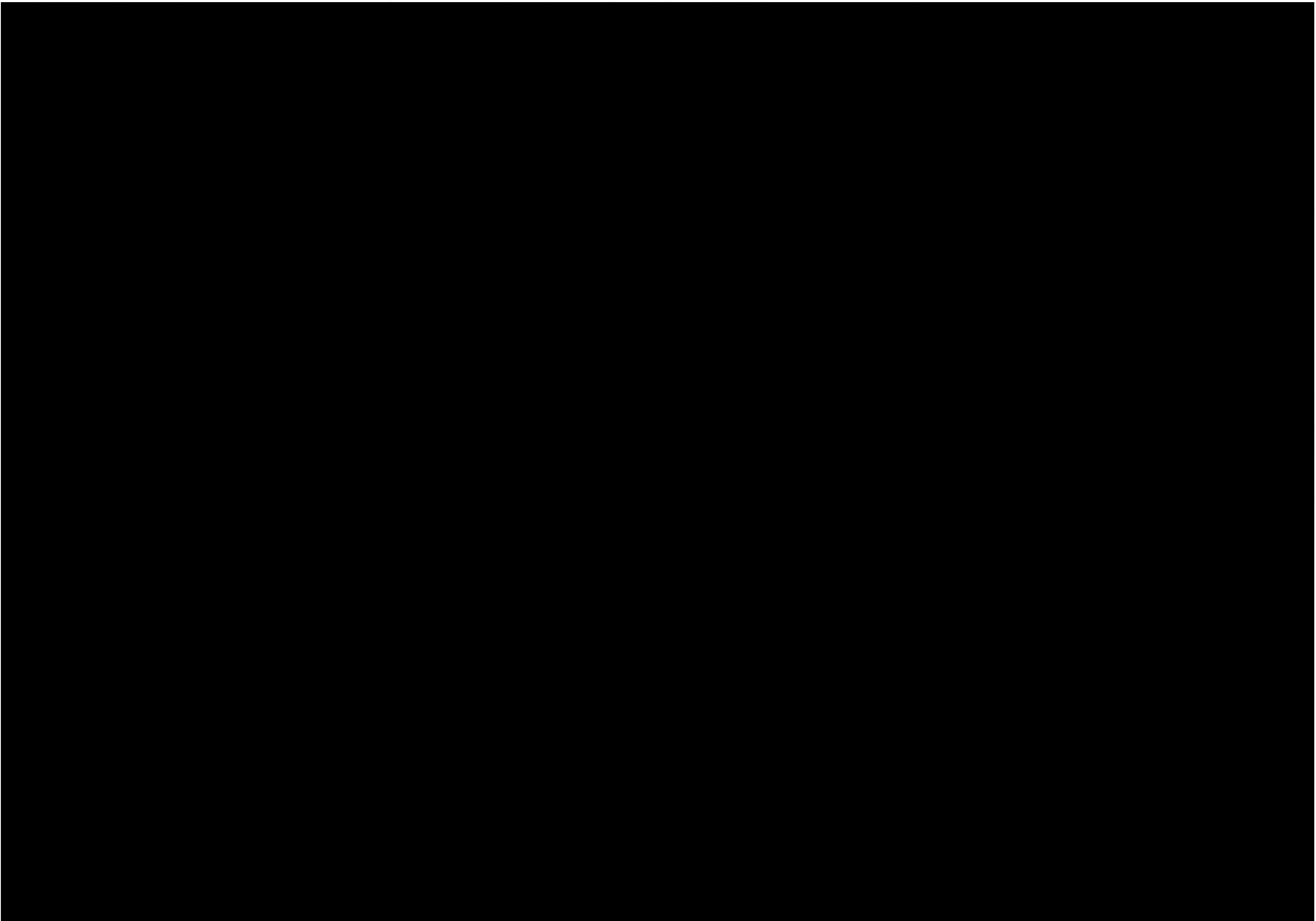


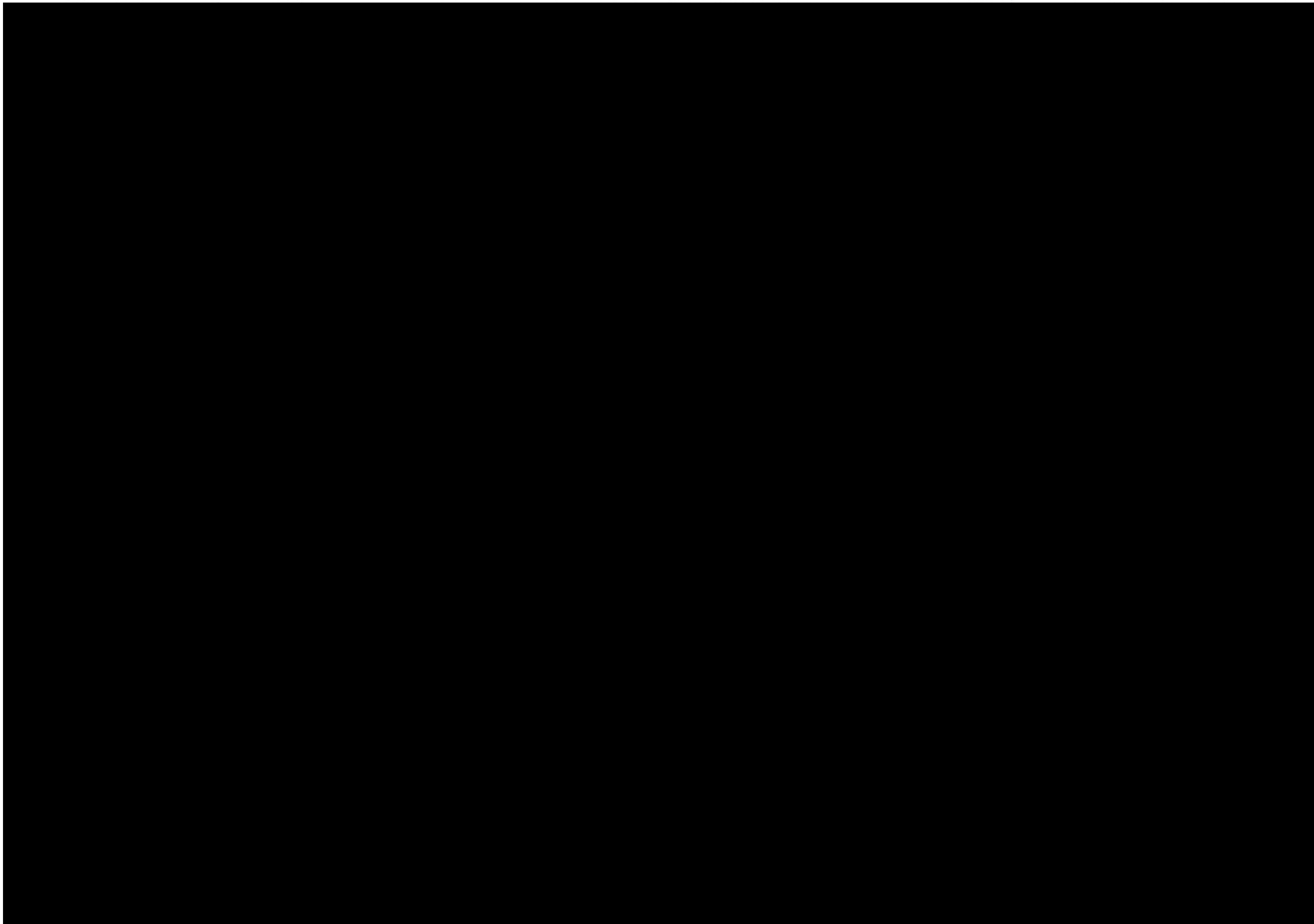


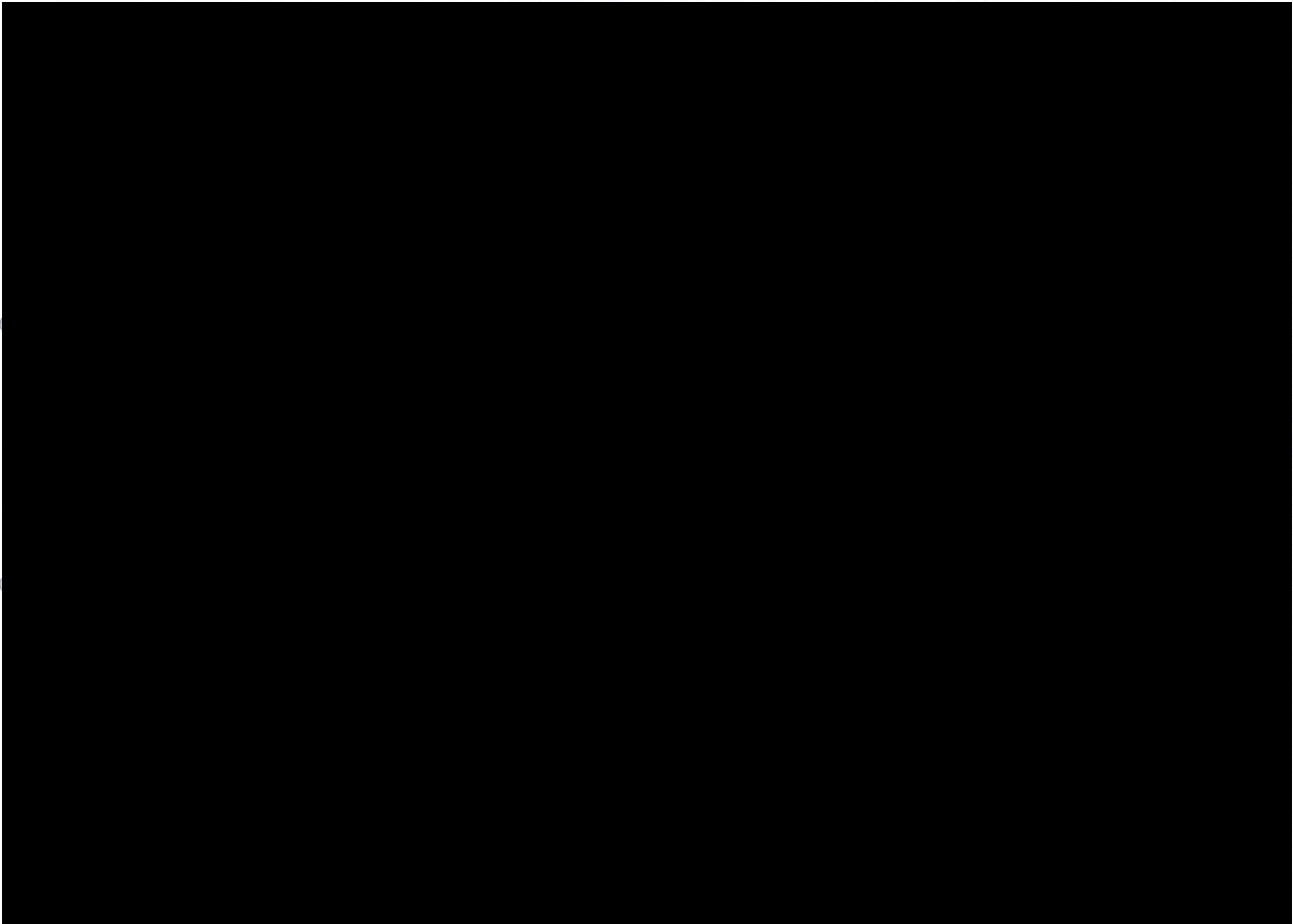




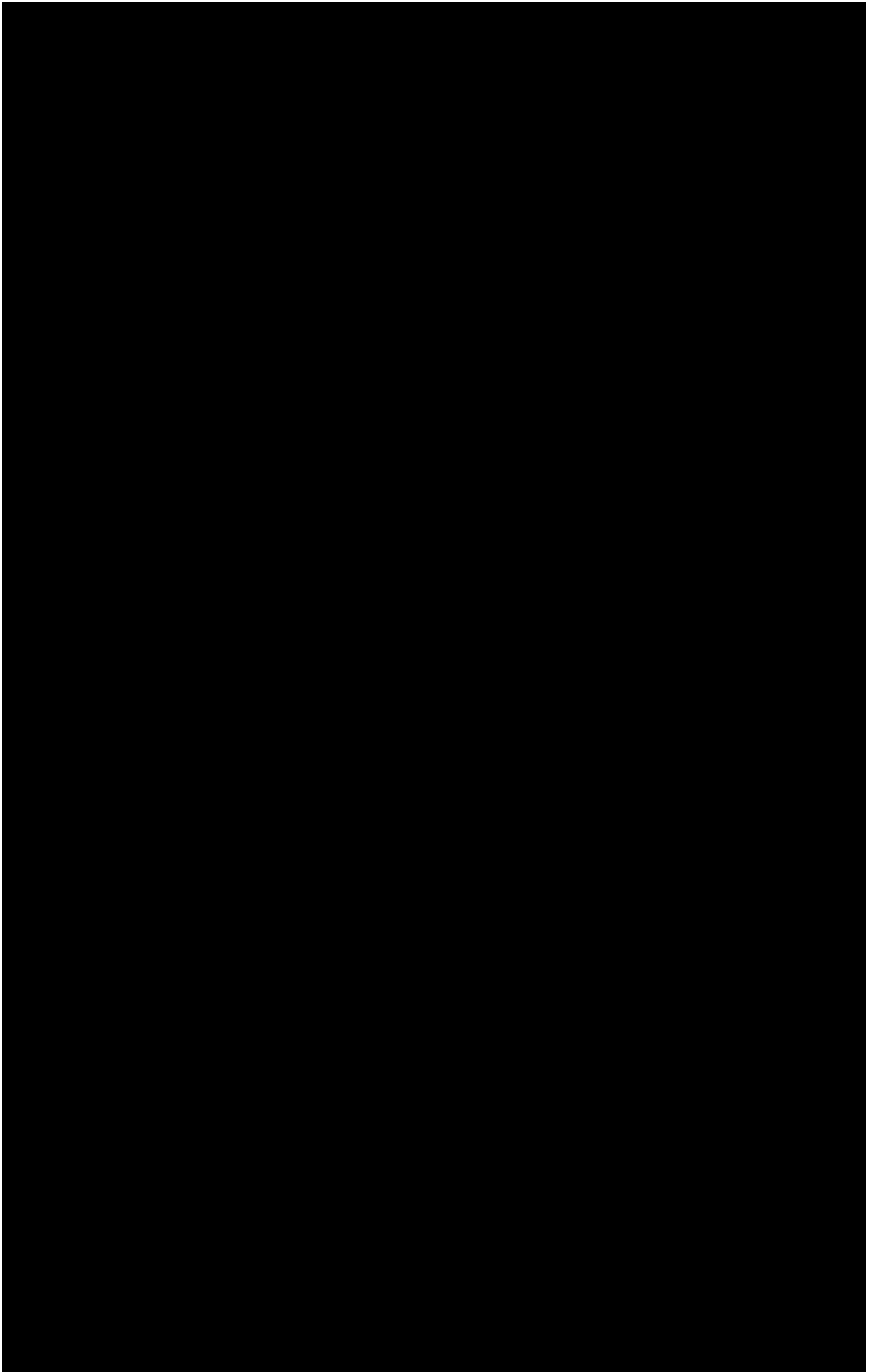


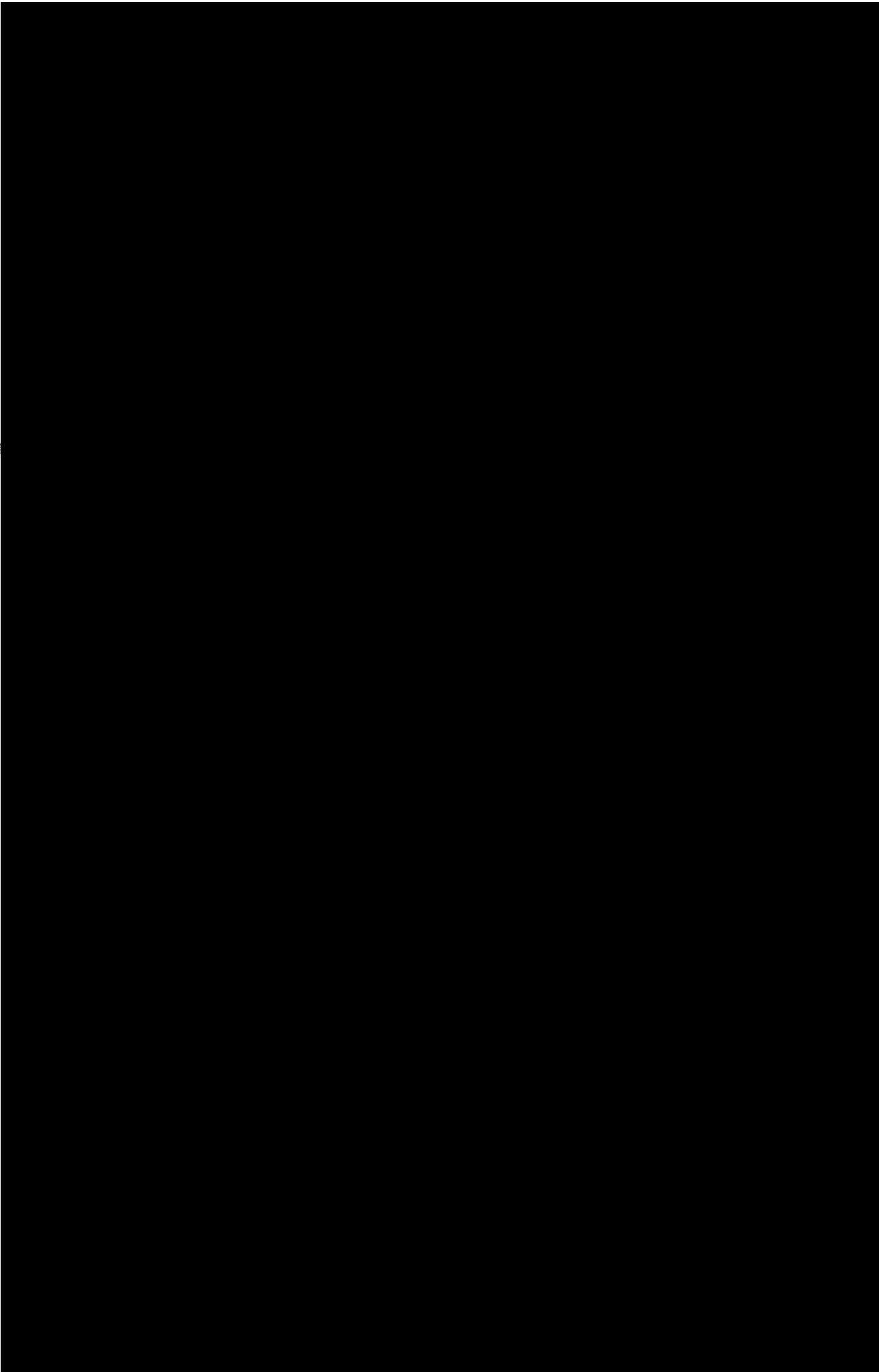


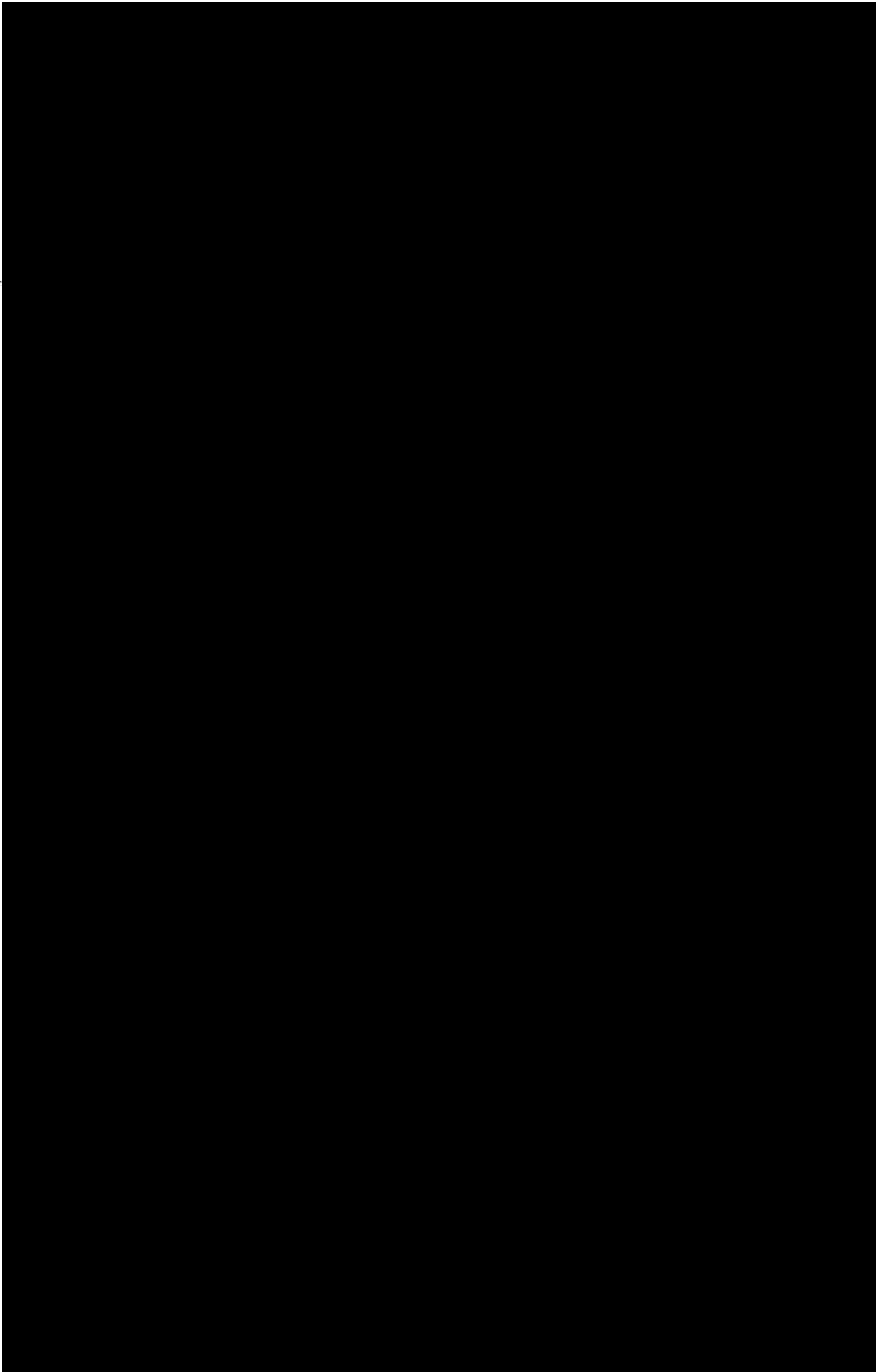




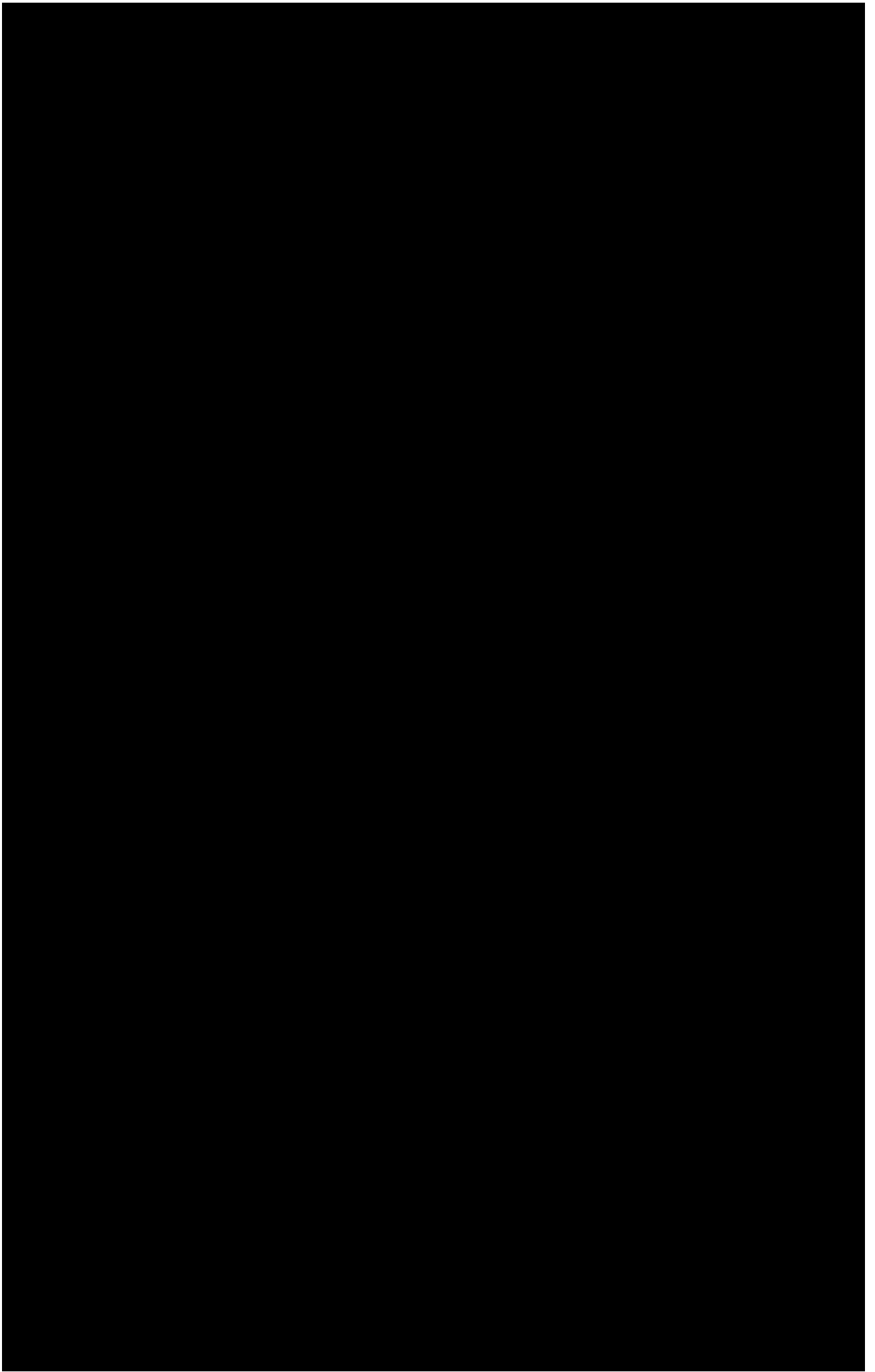
ANNEXURE J
Draft Section 88B Instrument

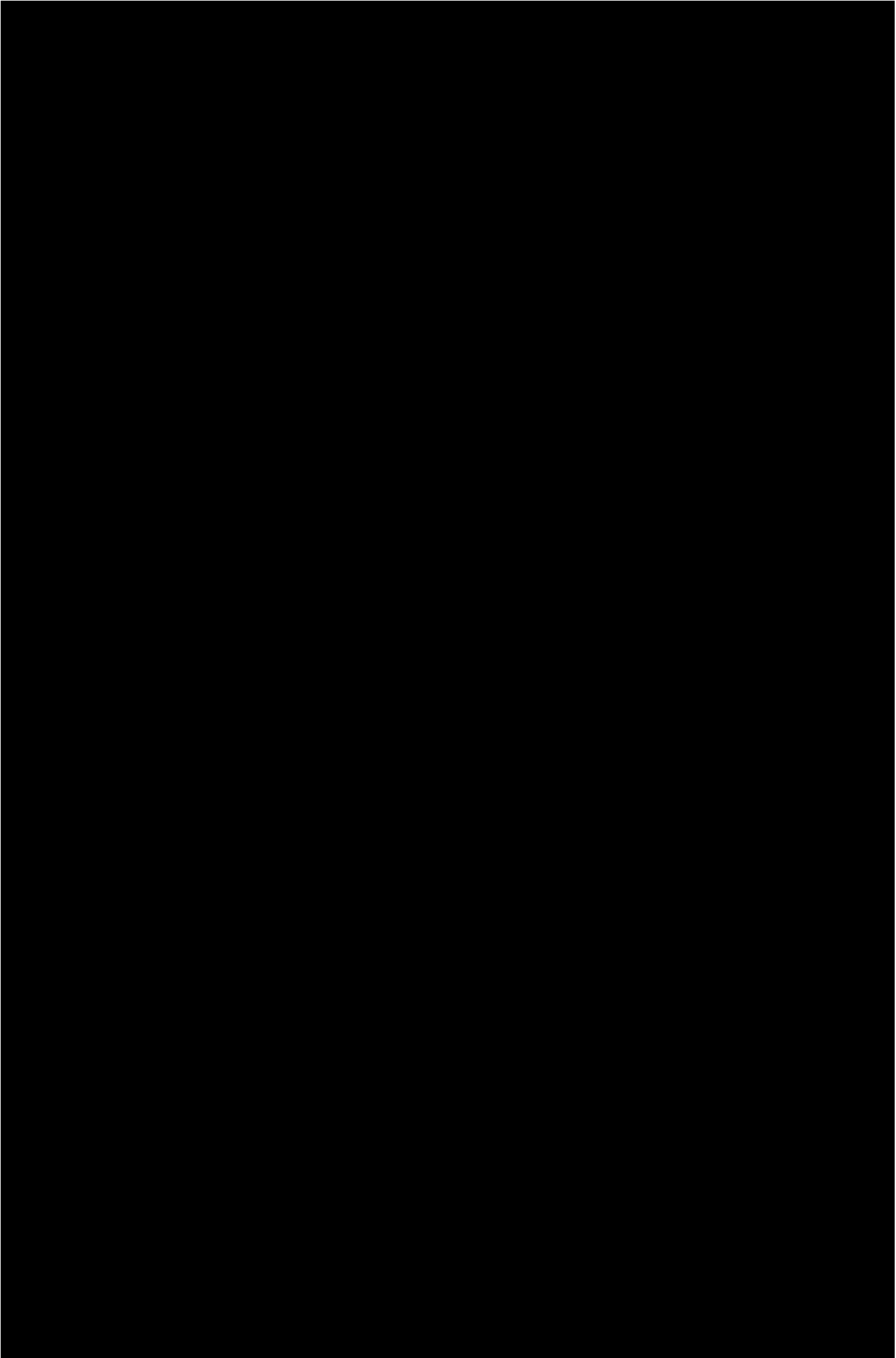




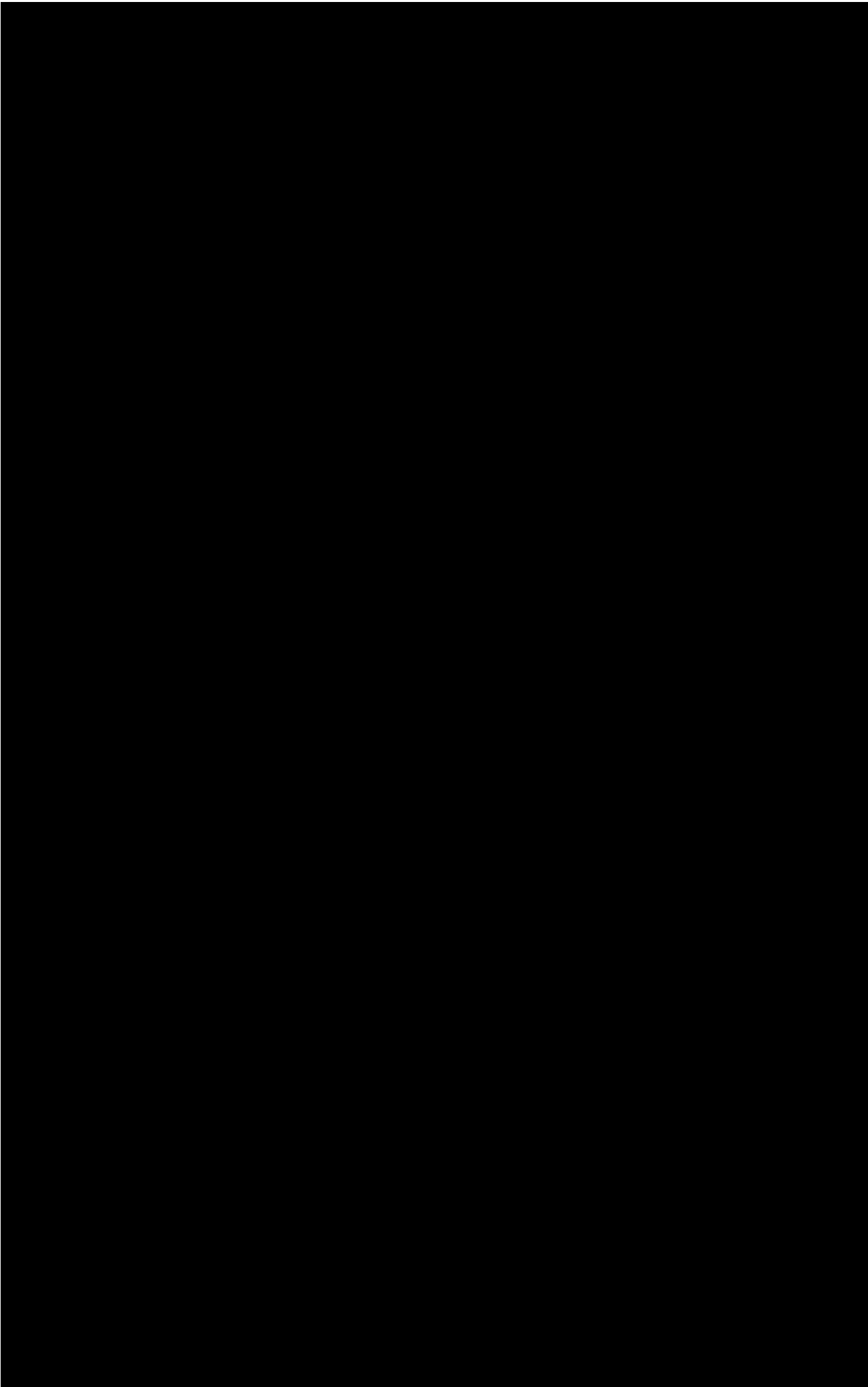




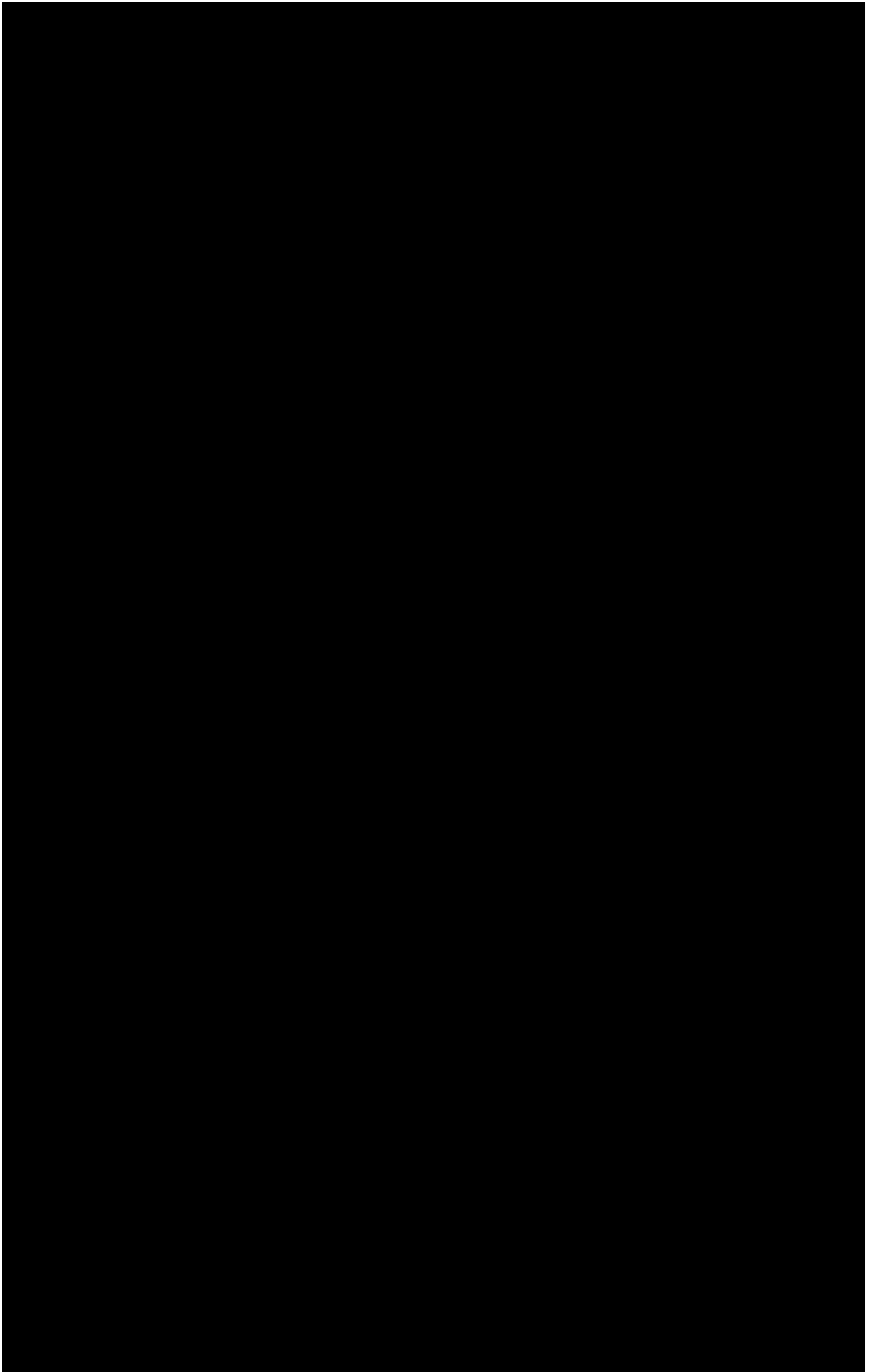




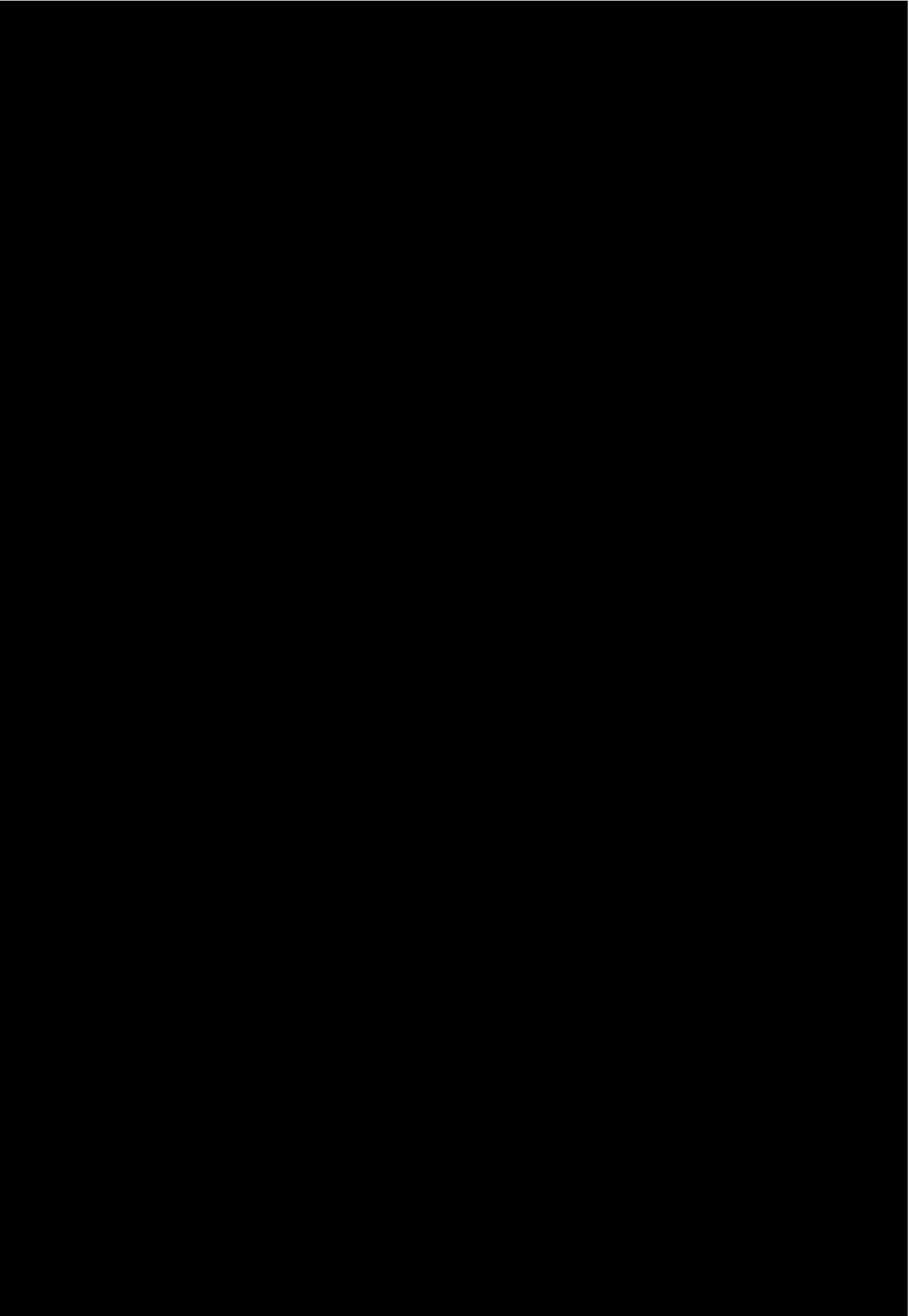


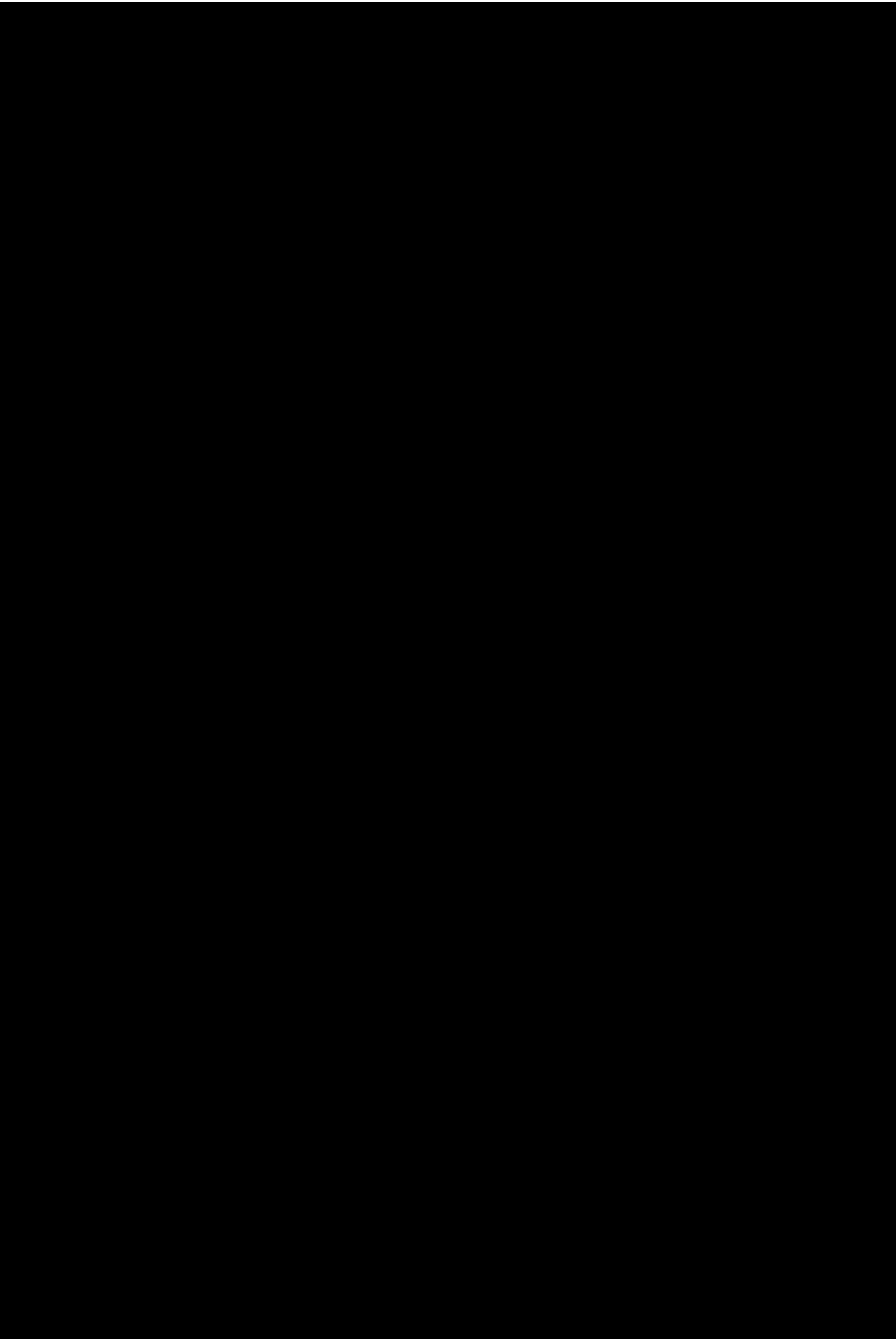


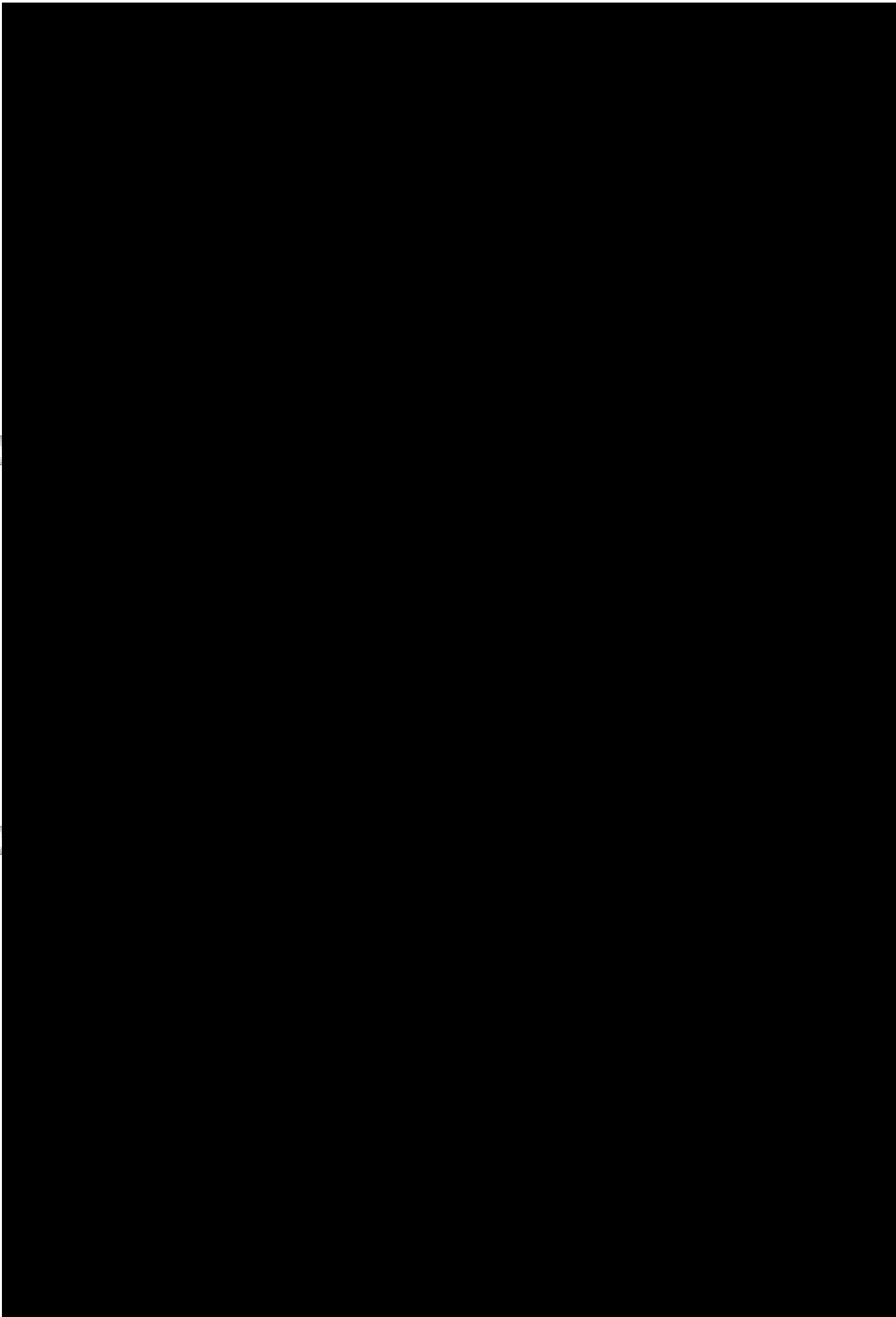




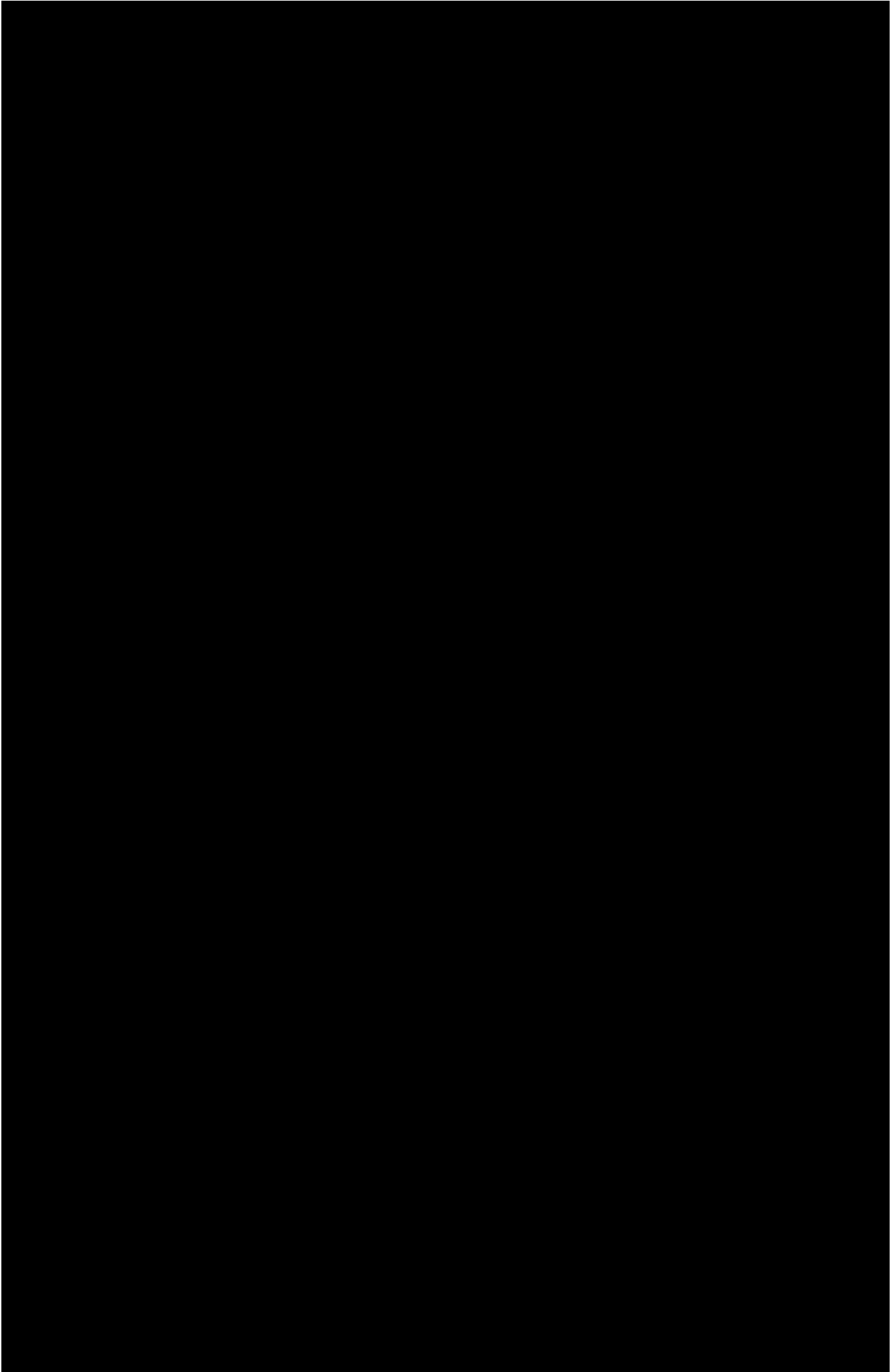


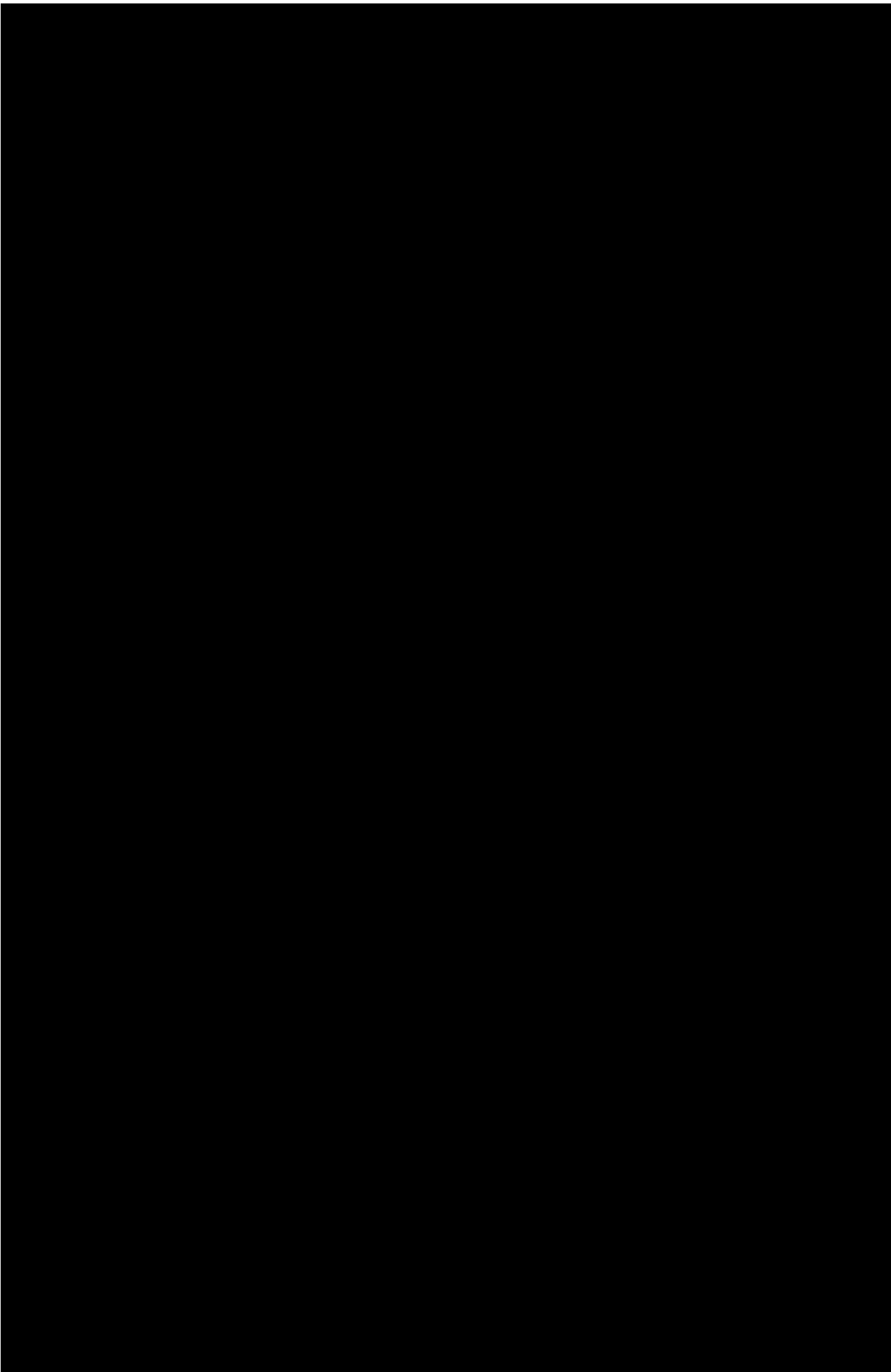


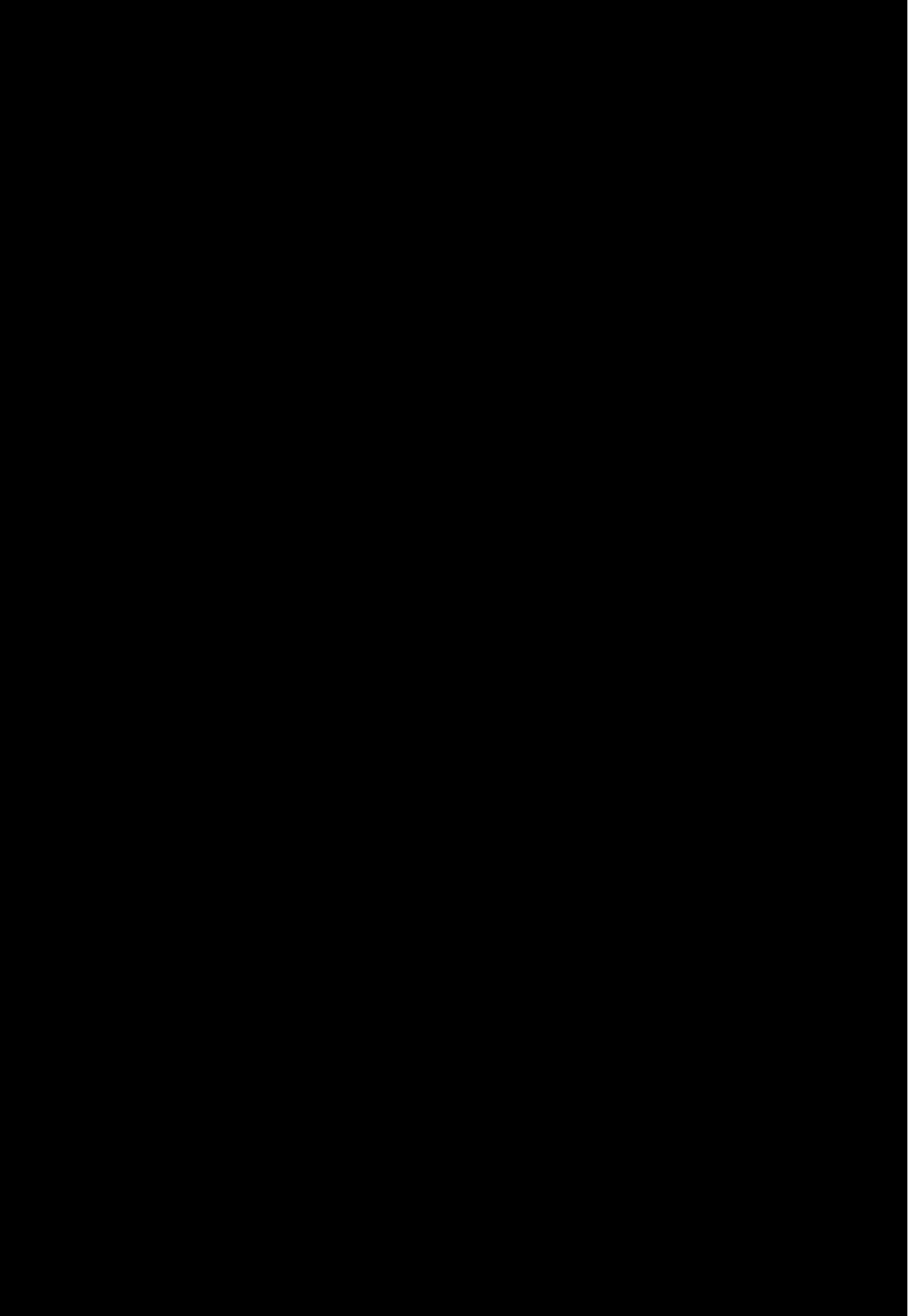


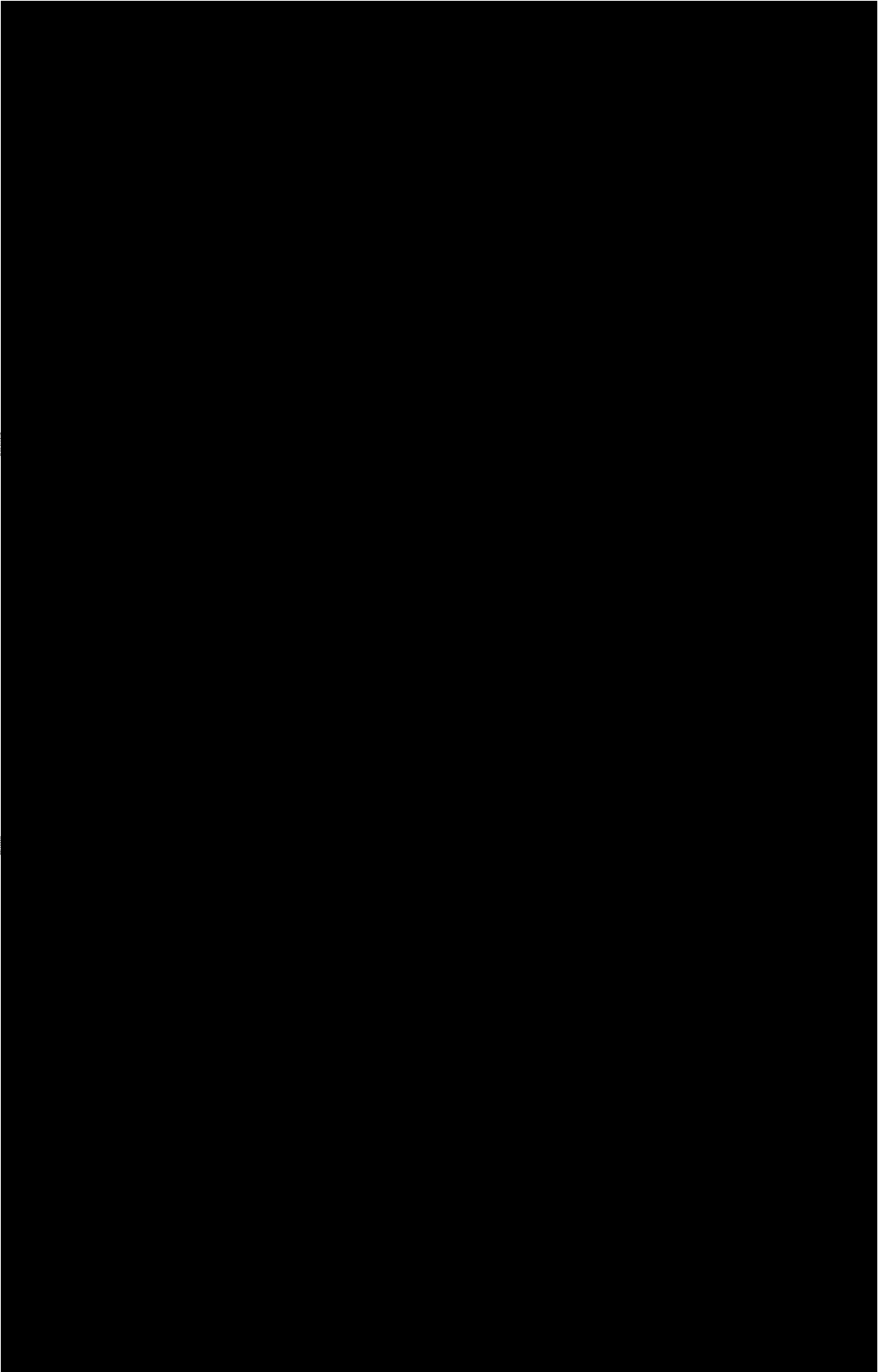


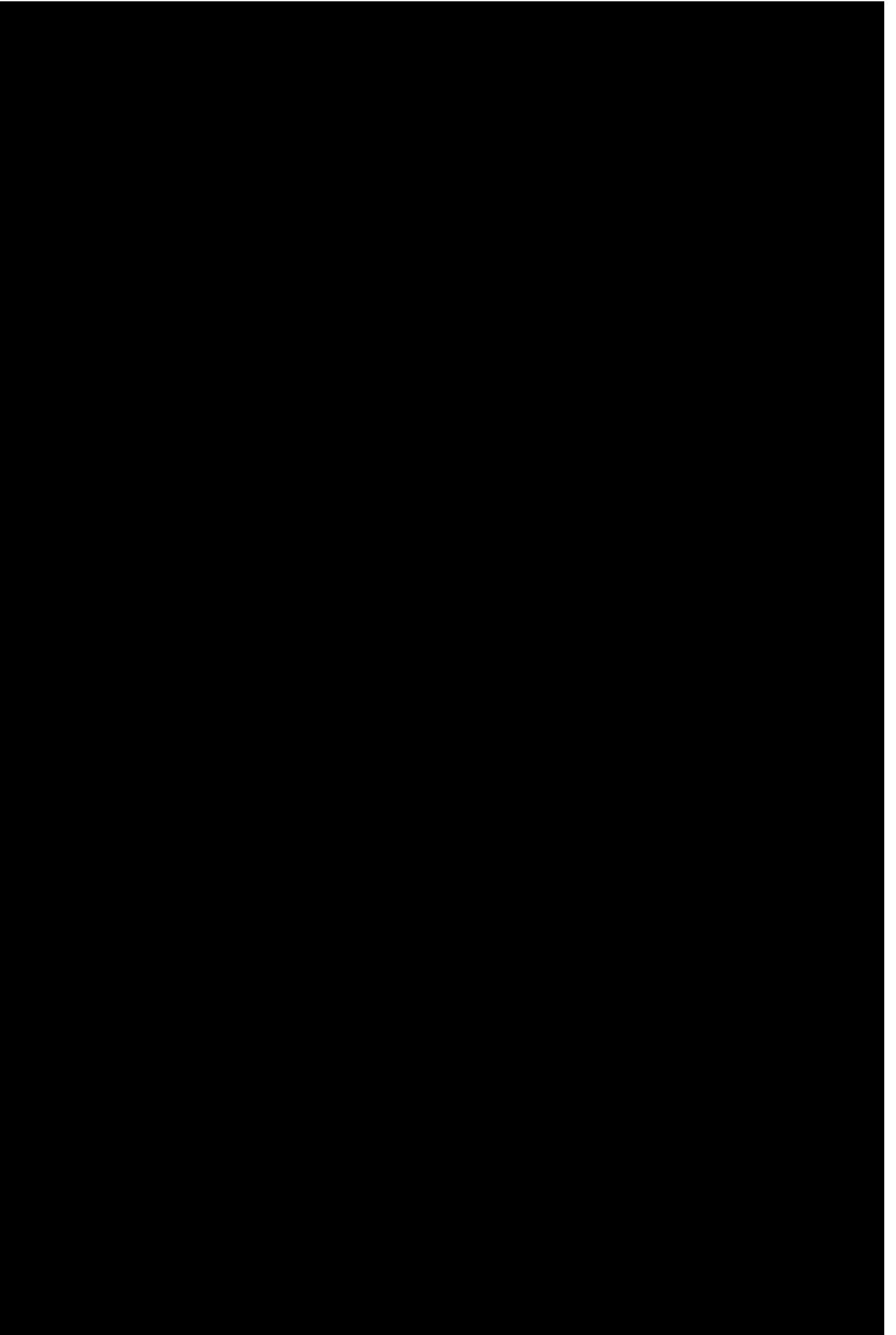




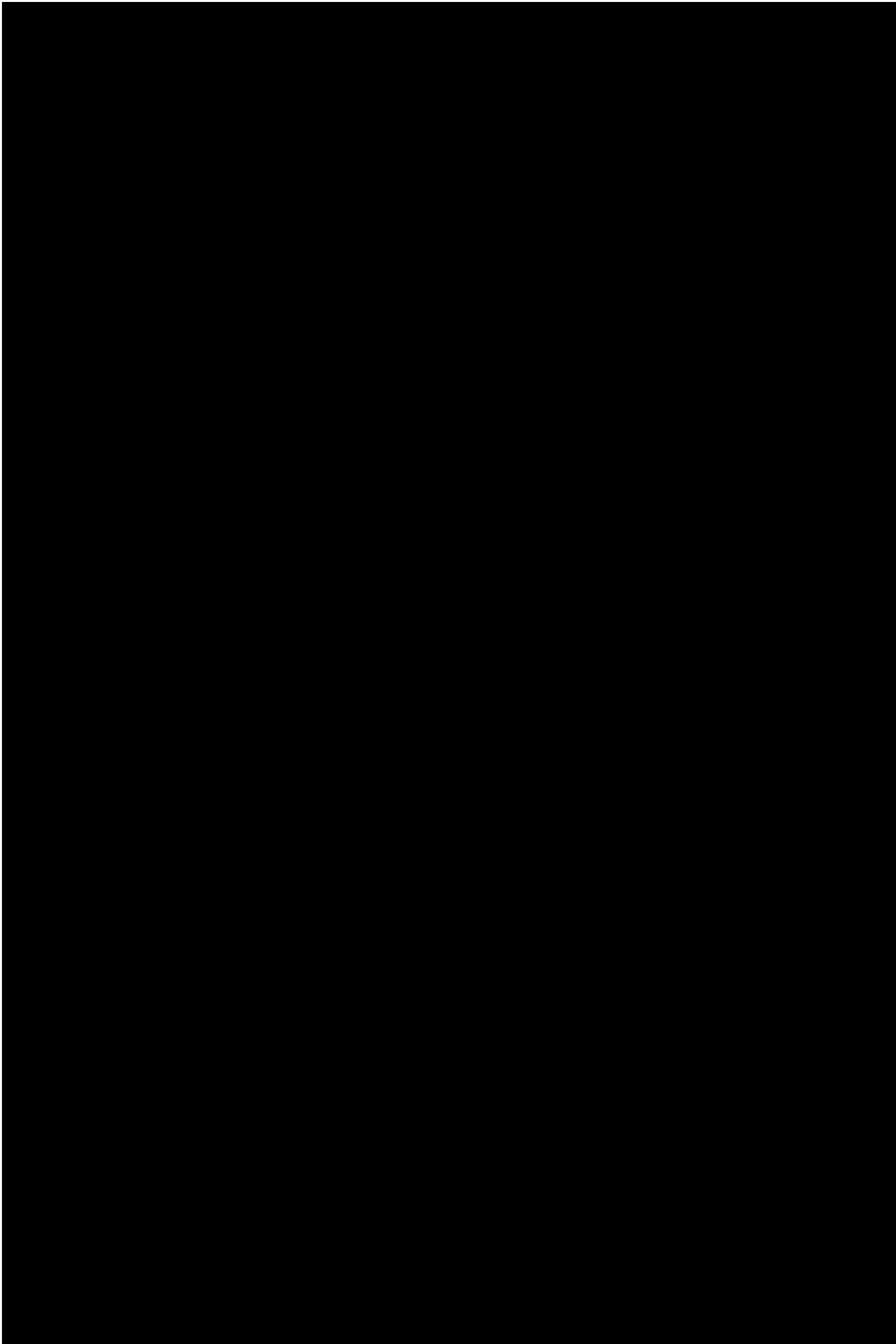






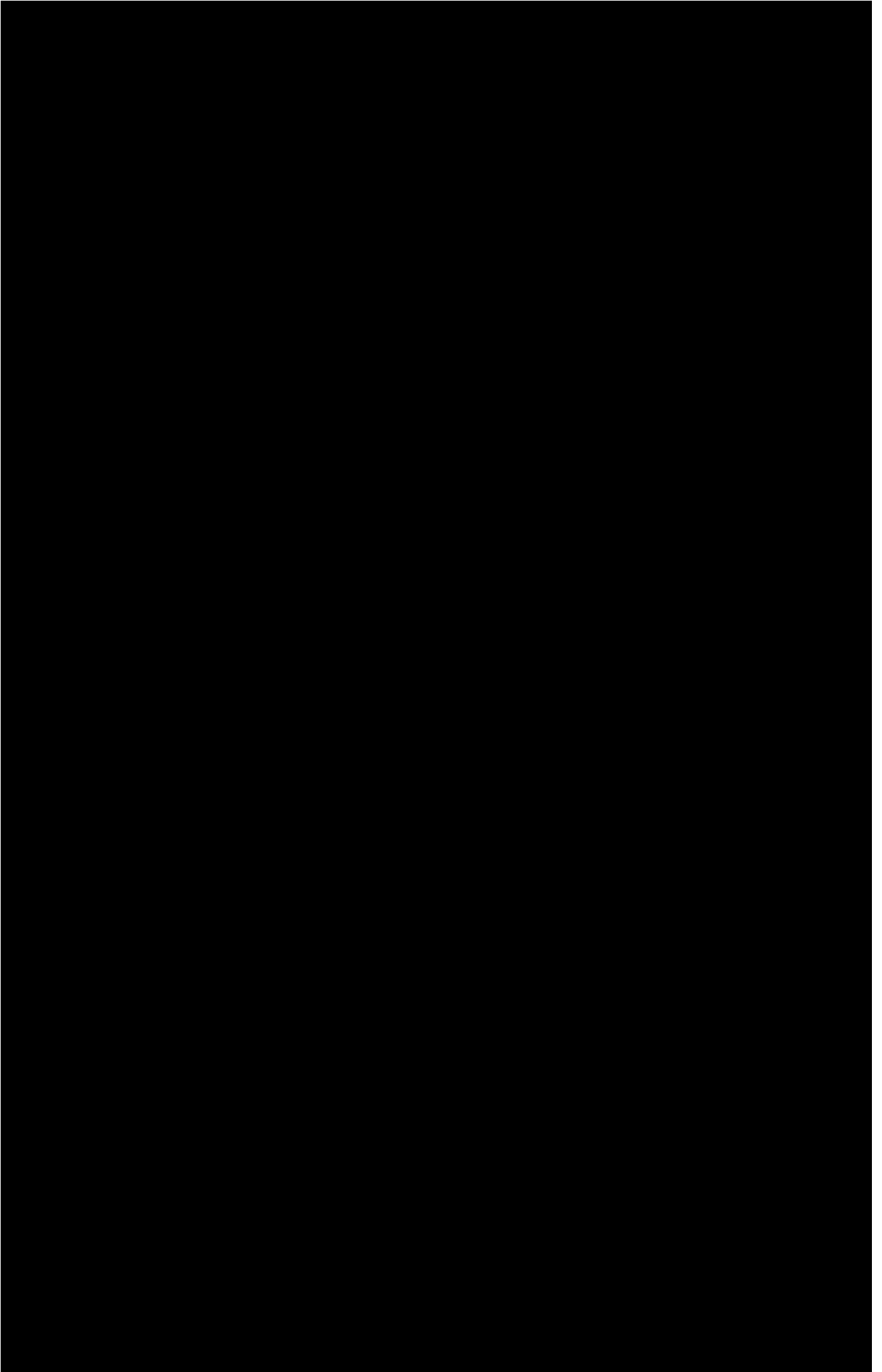




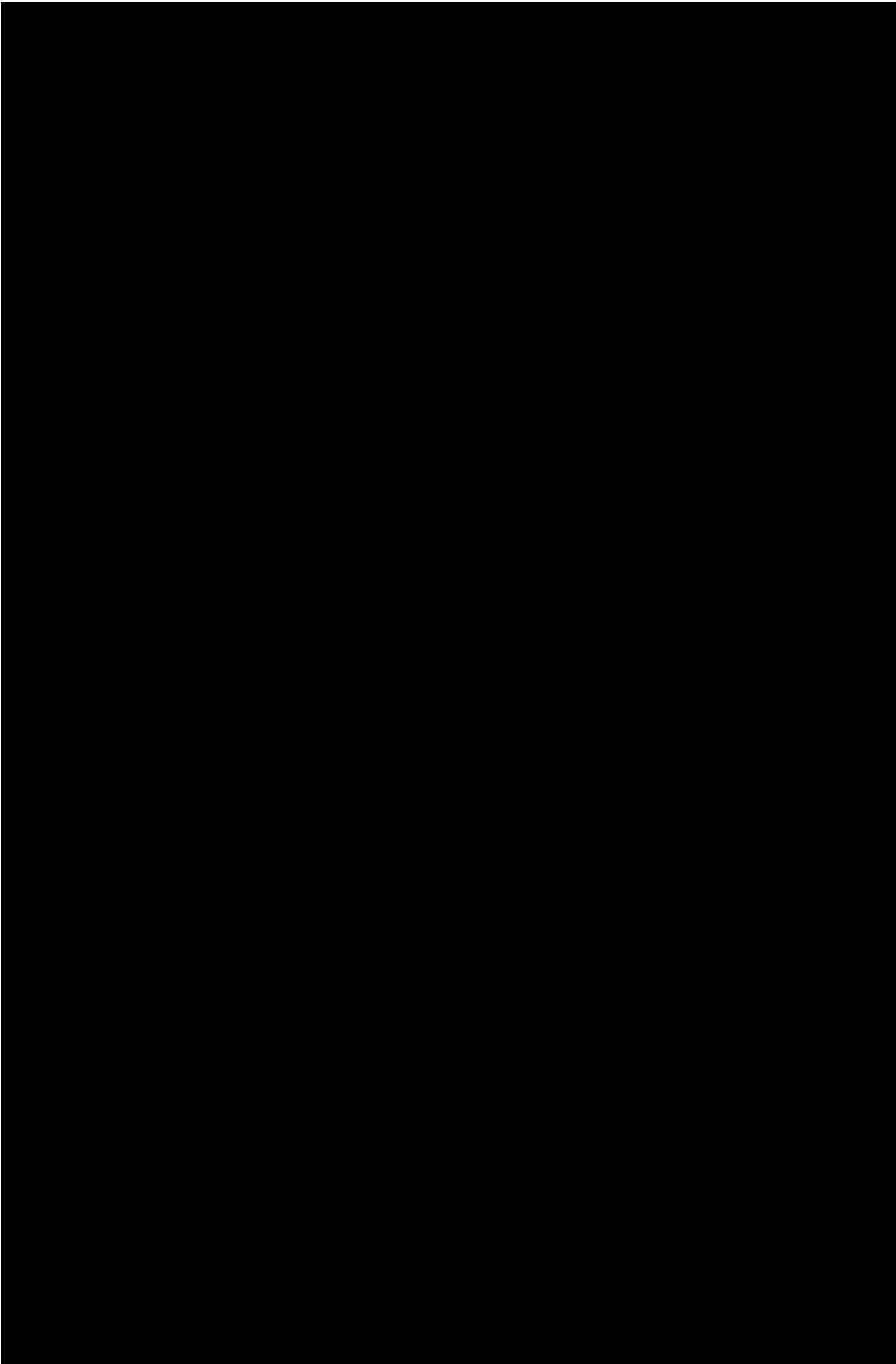


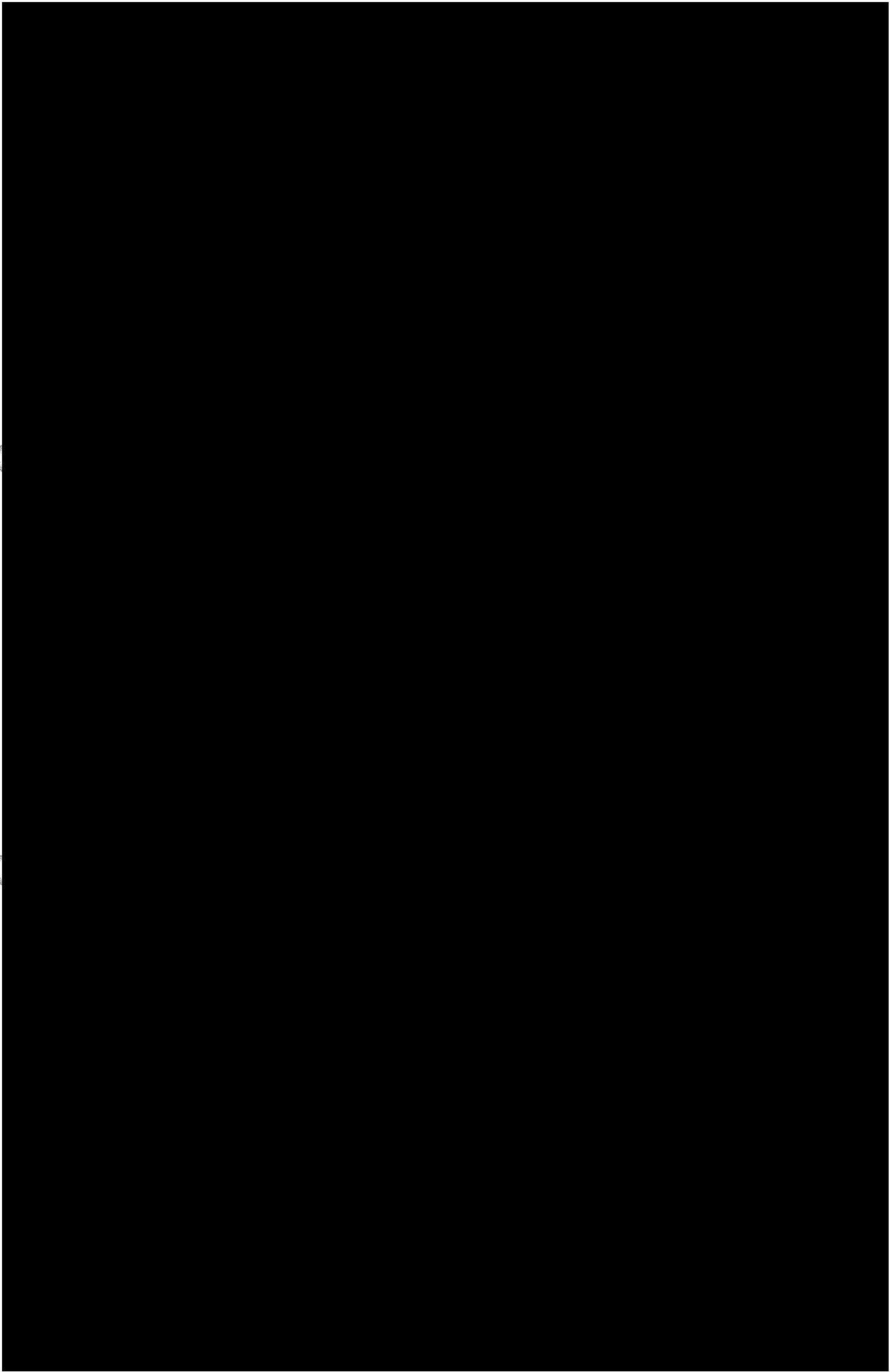


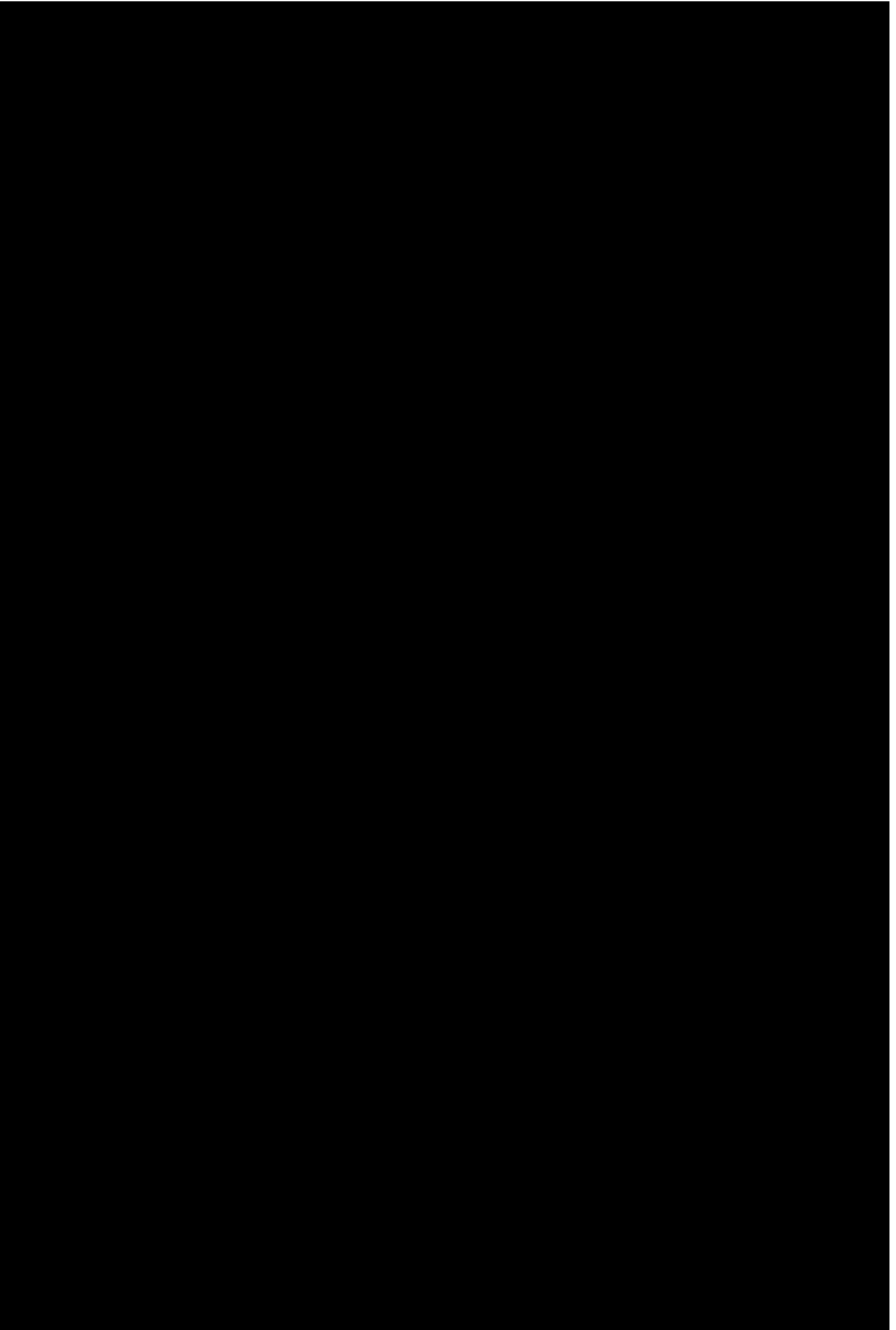


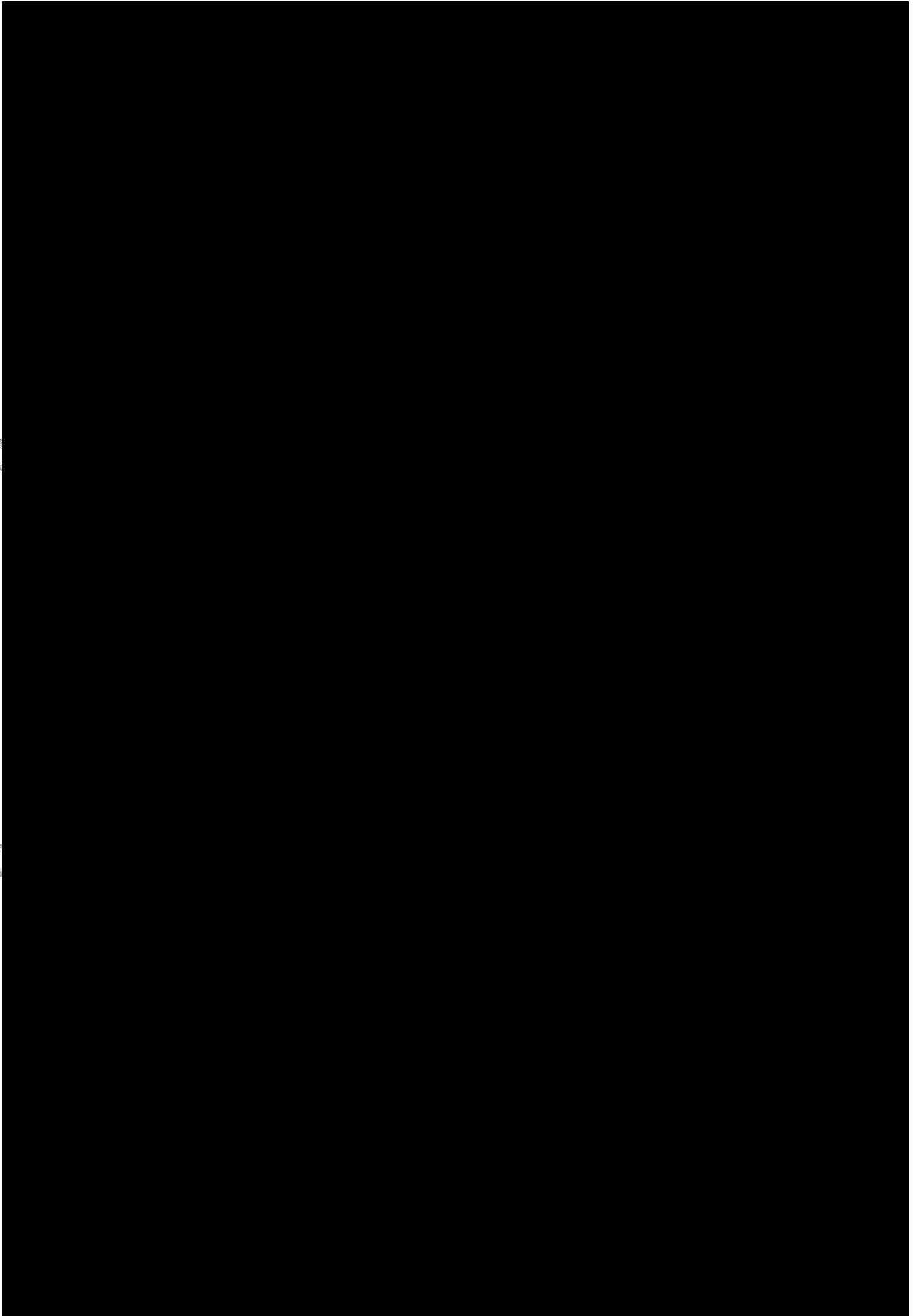




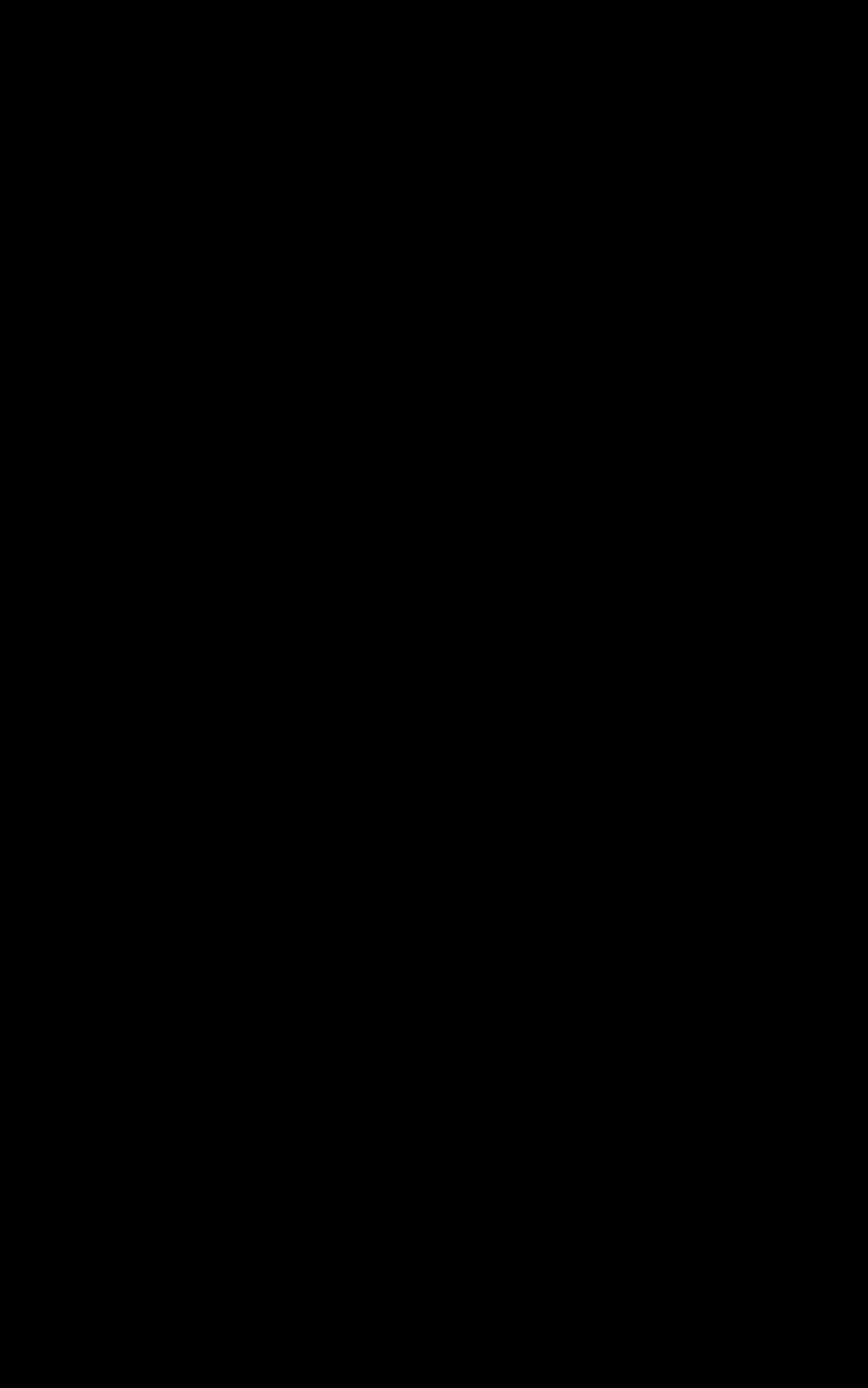


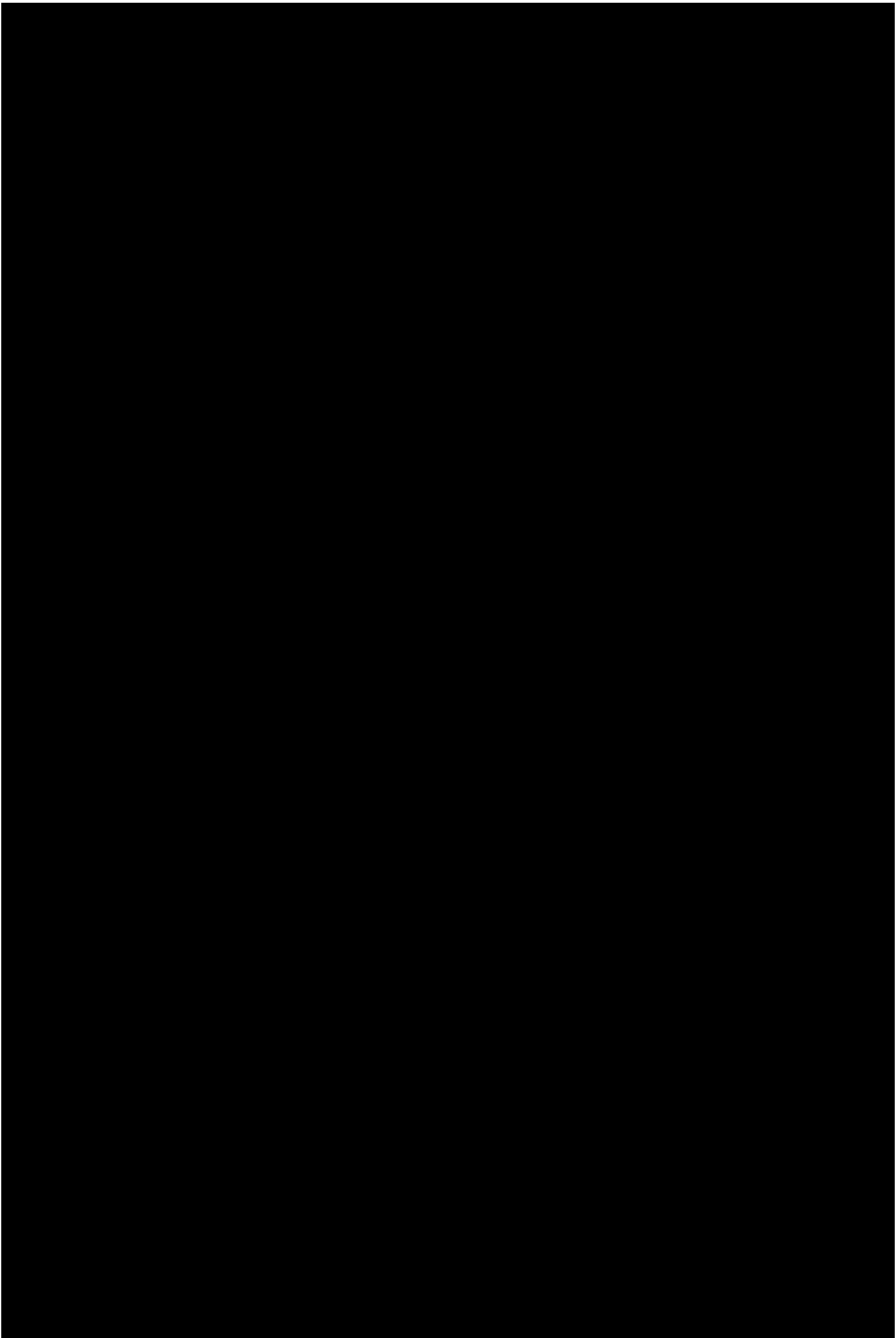


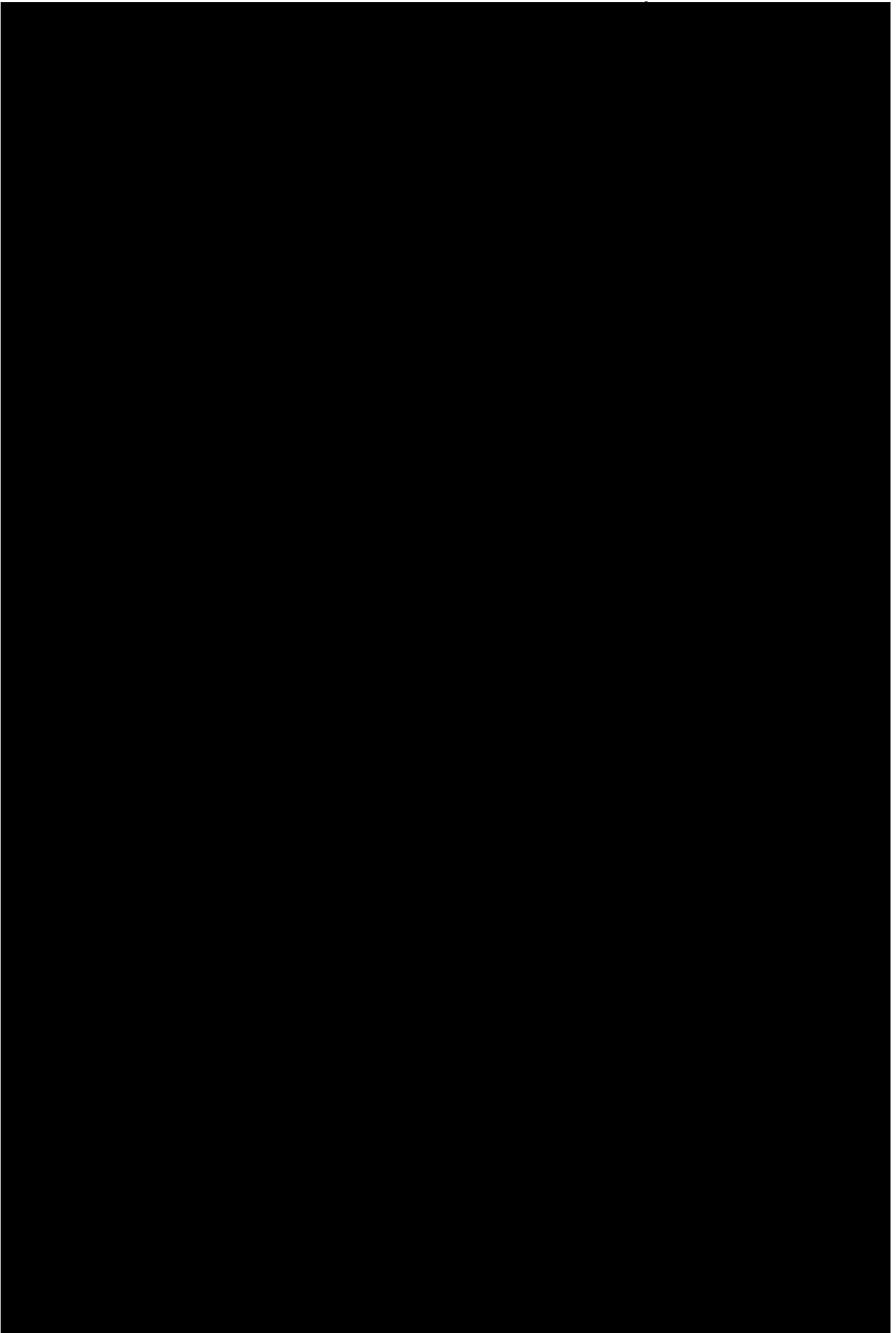


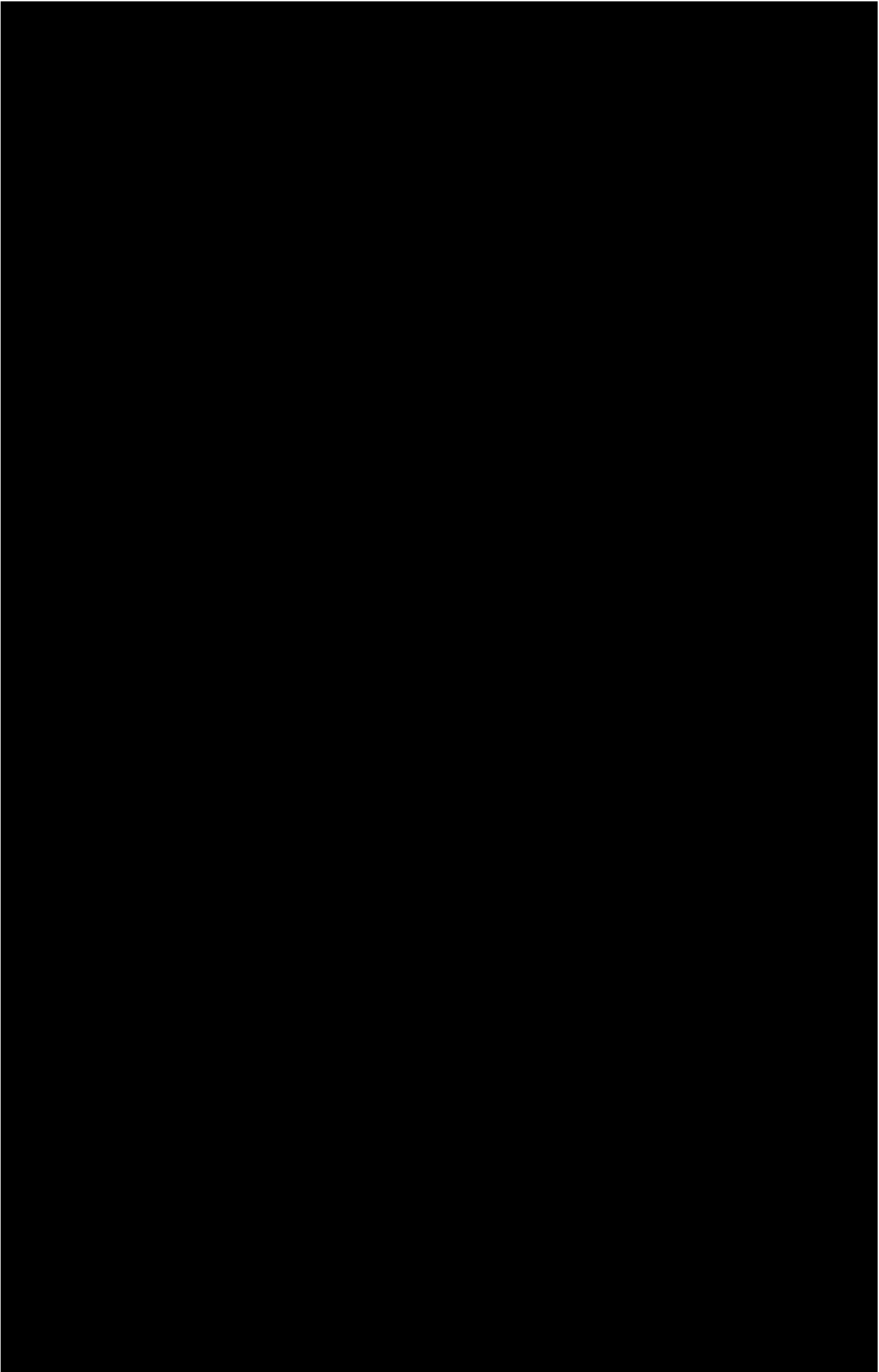


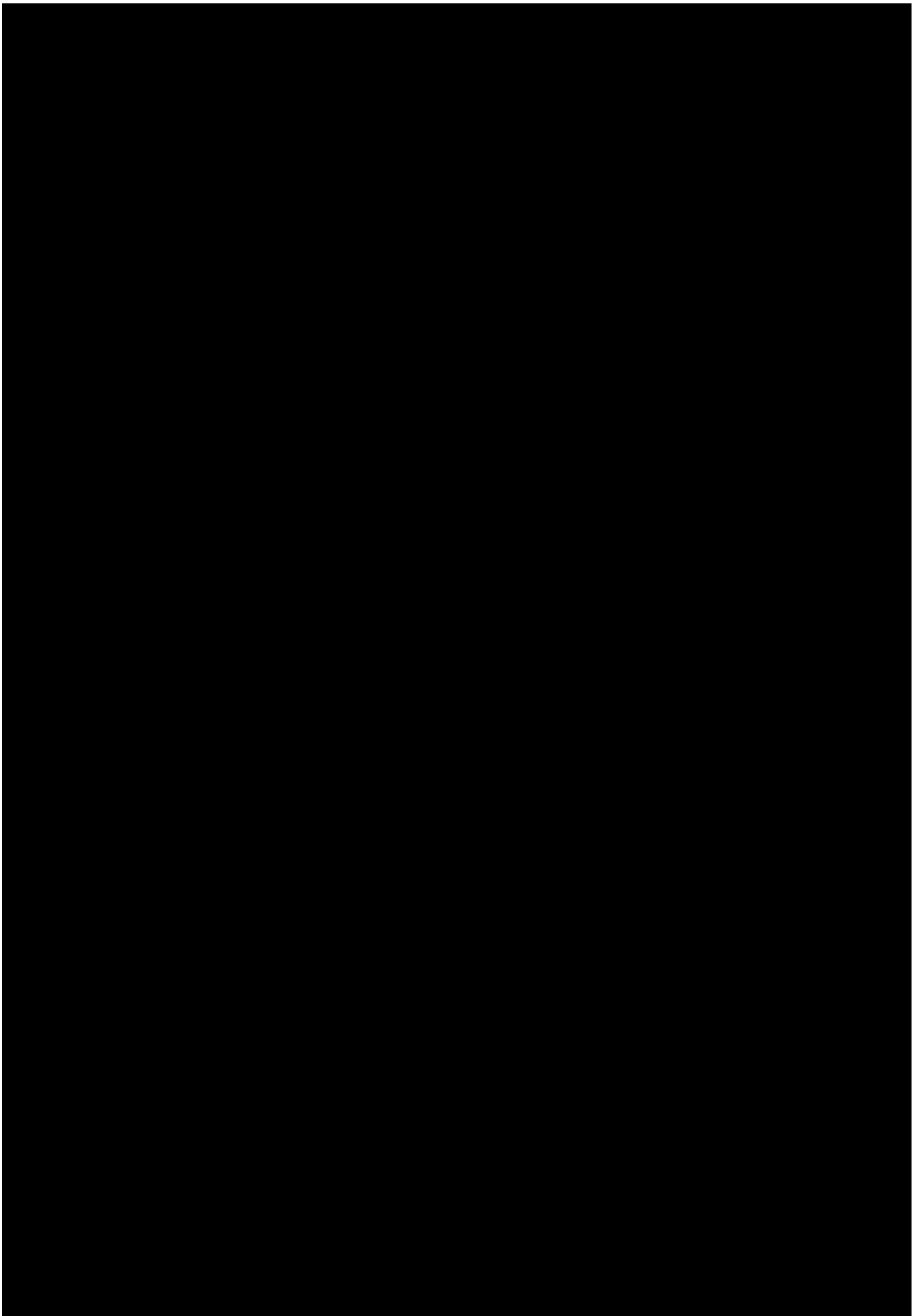


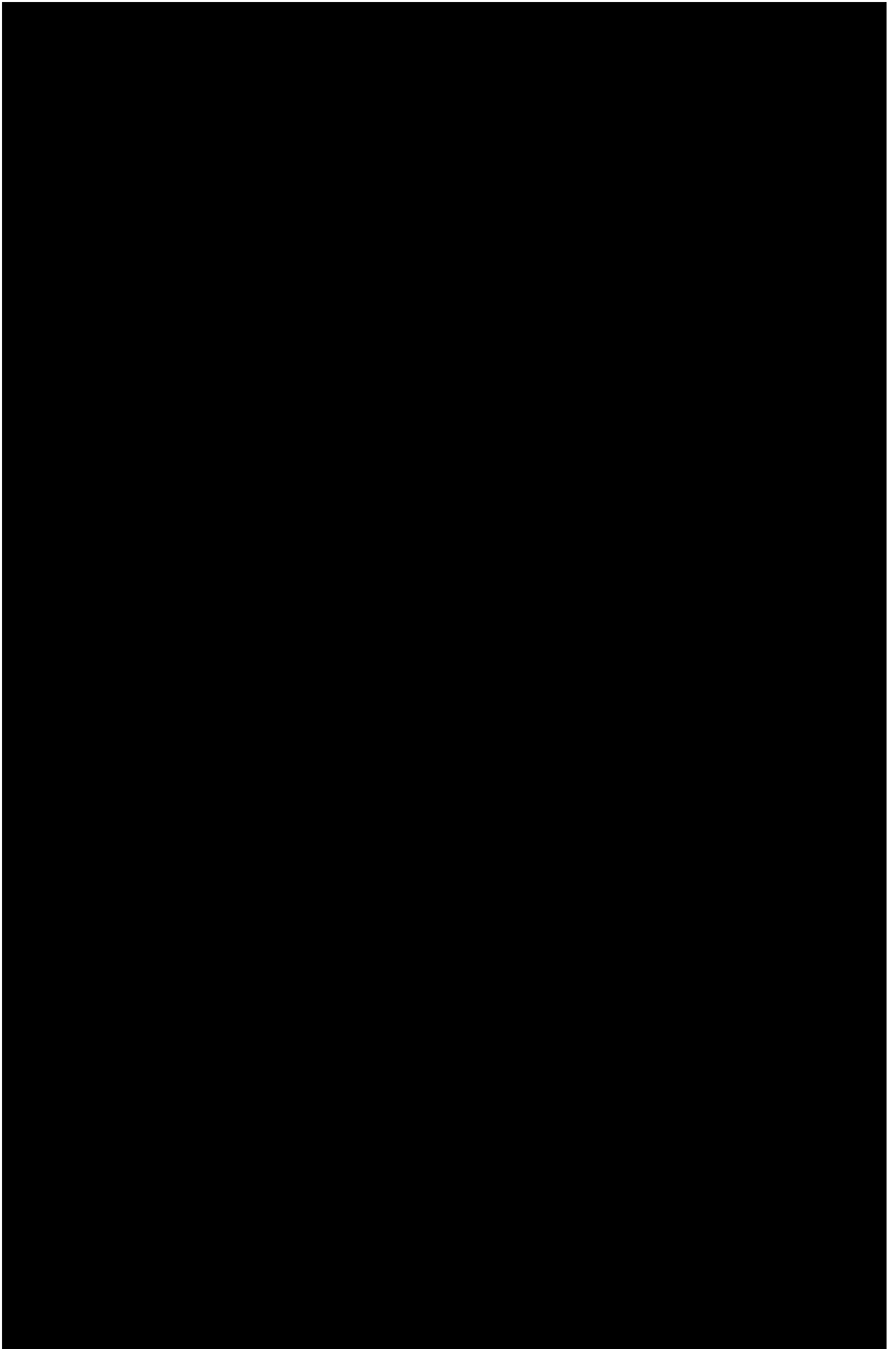


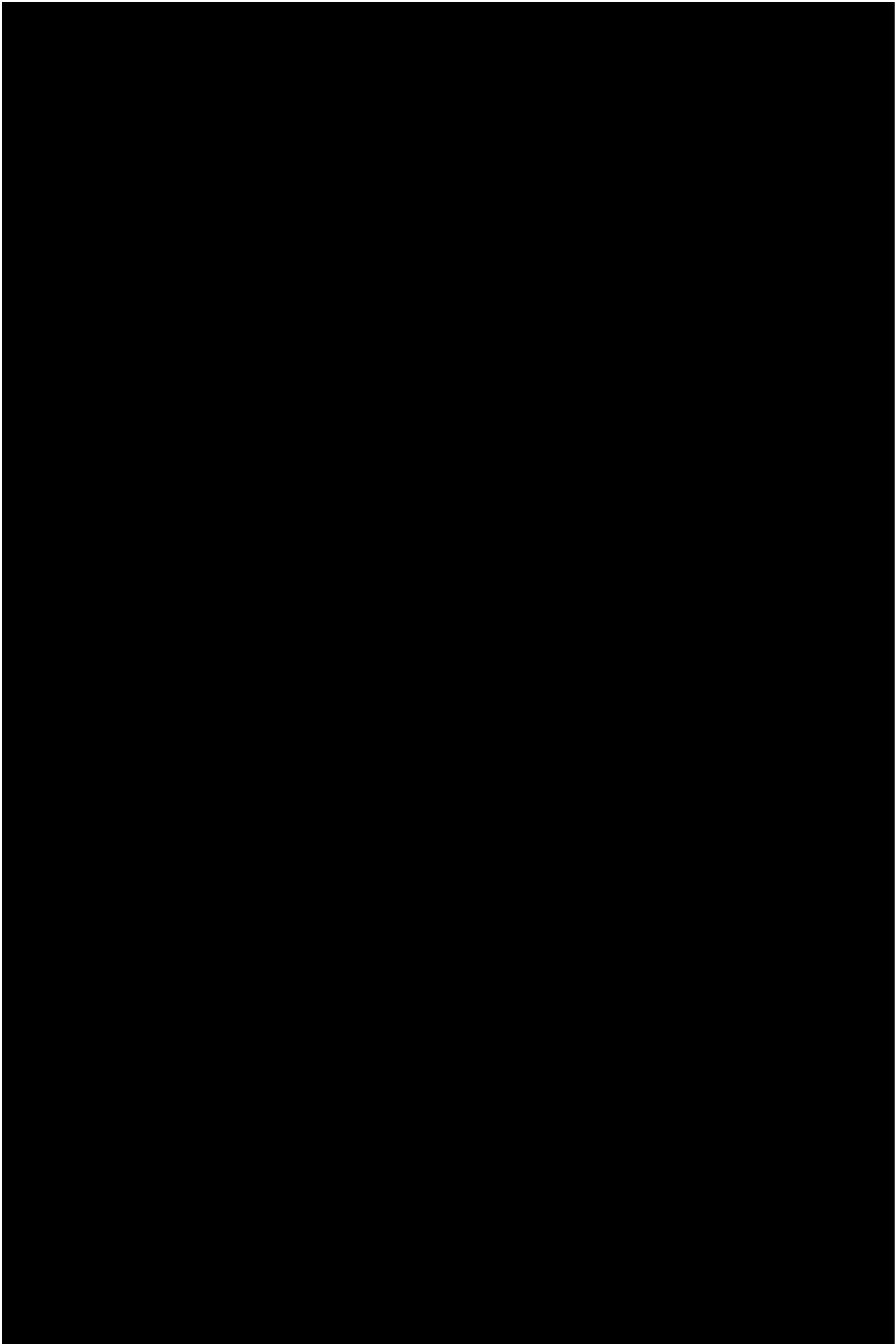


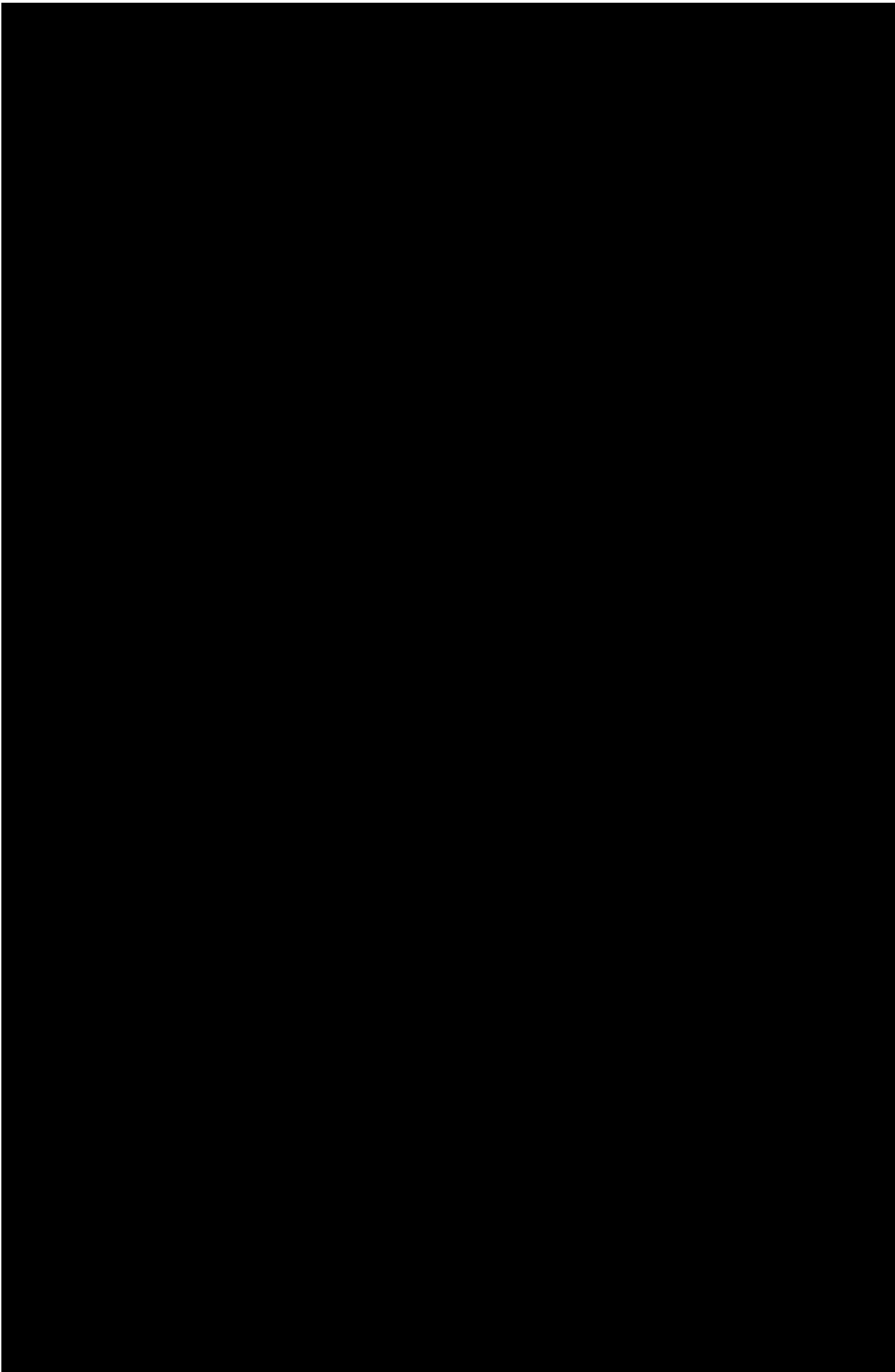


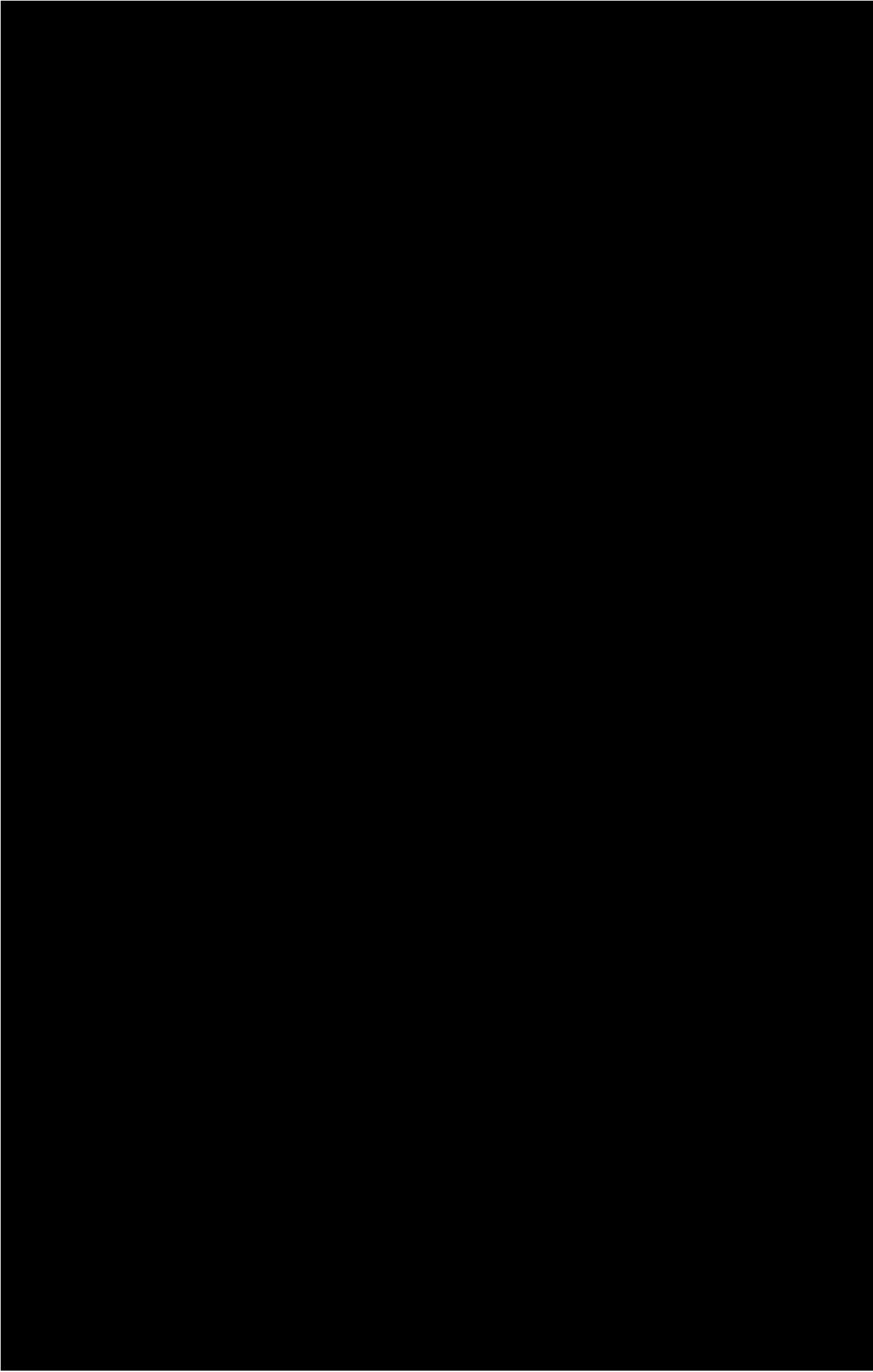


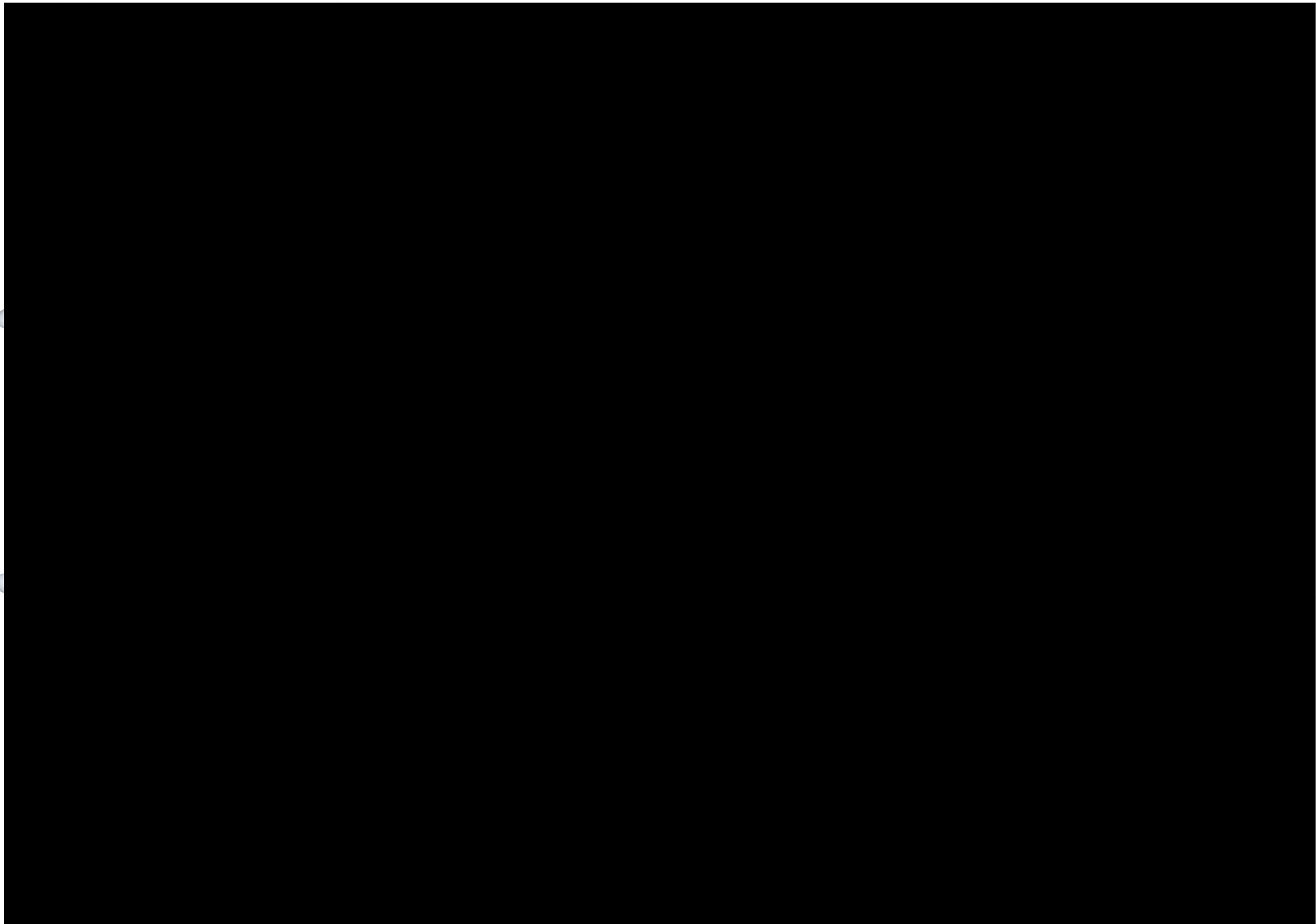




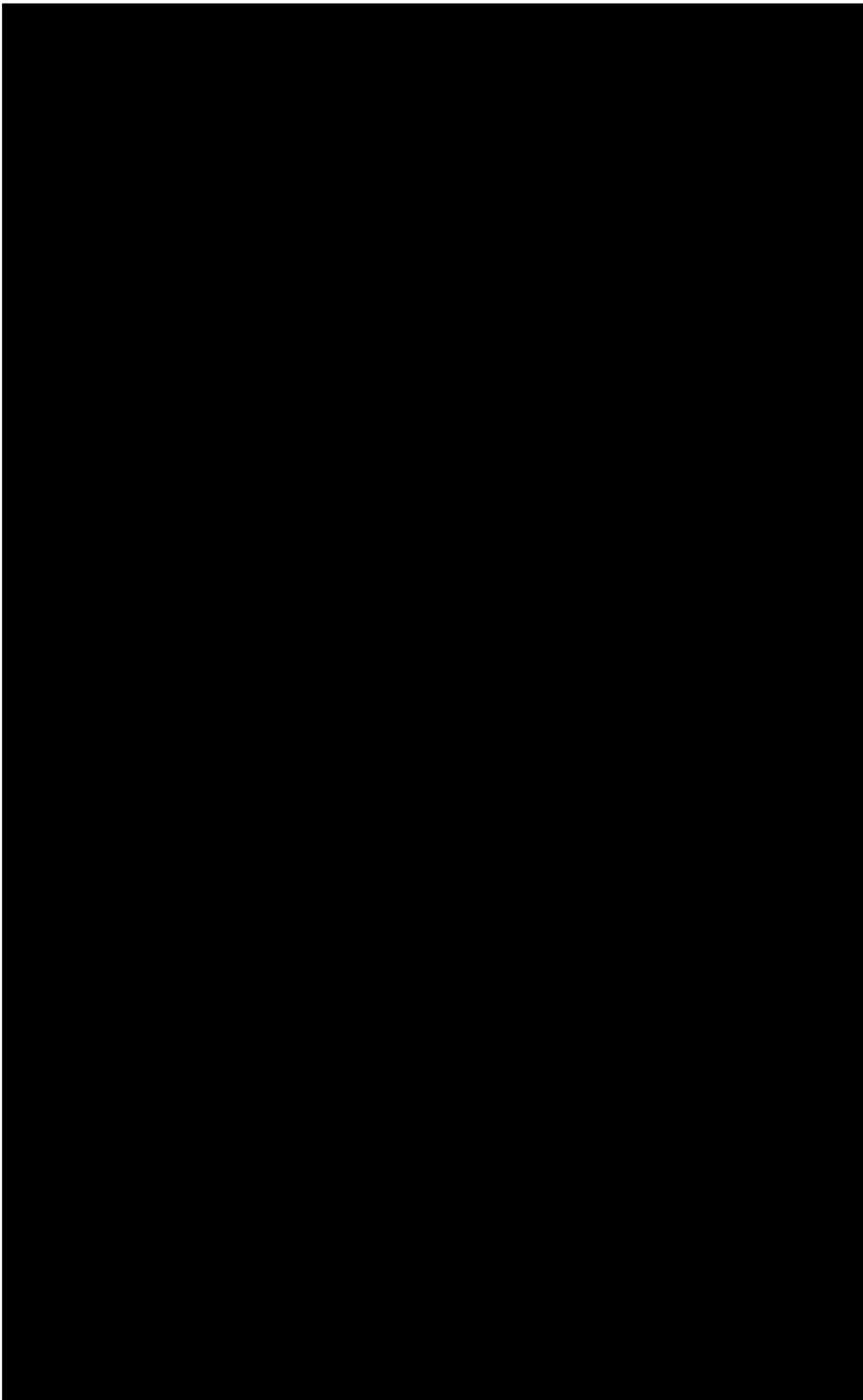


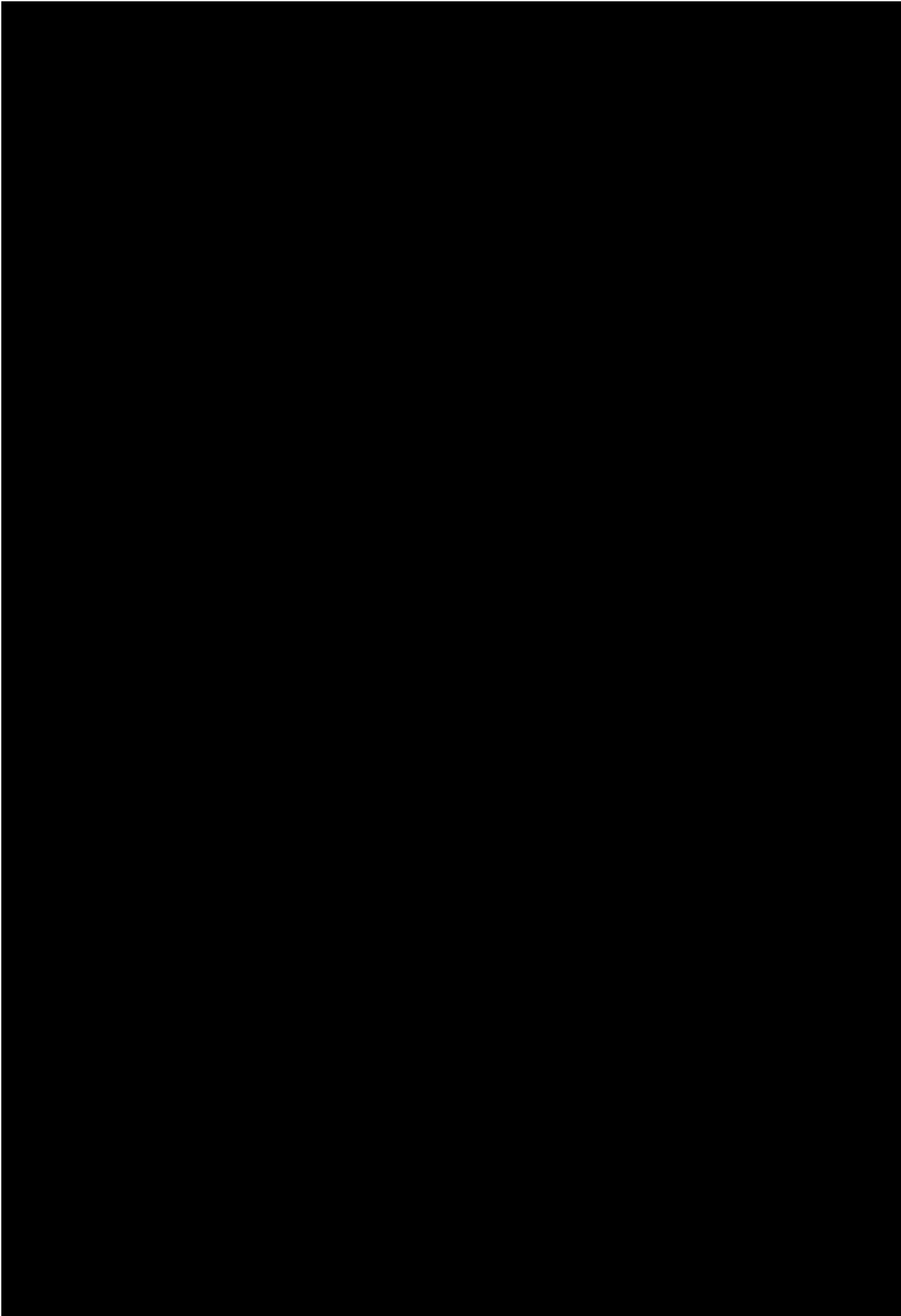


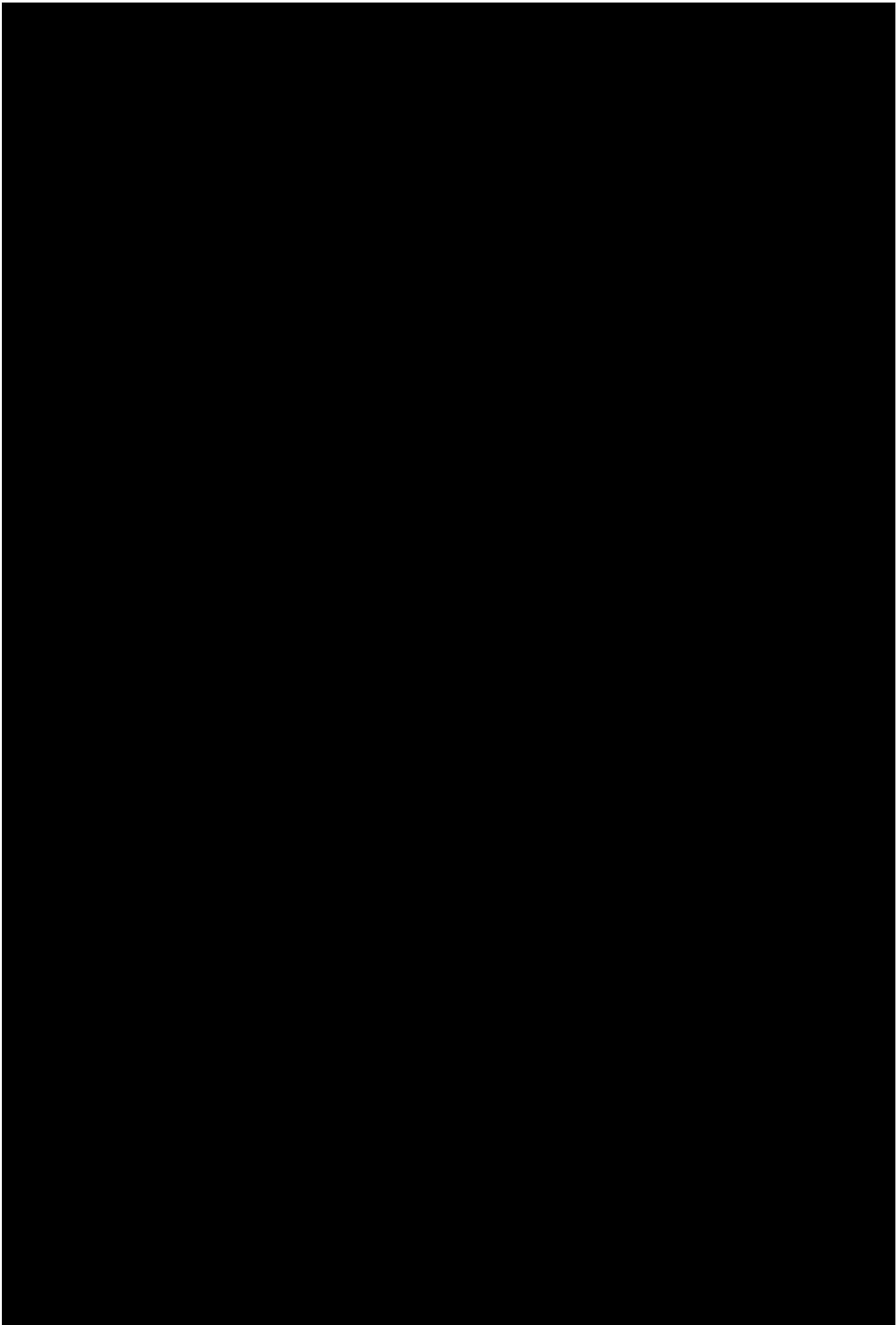


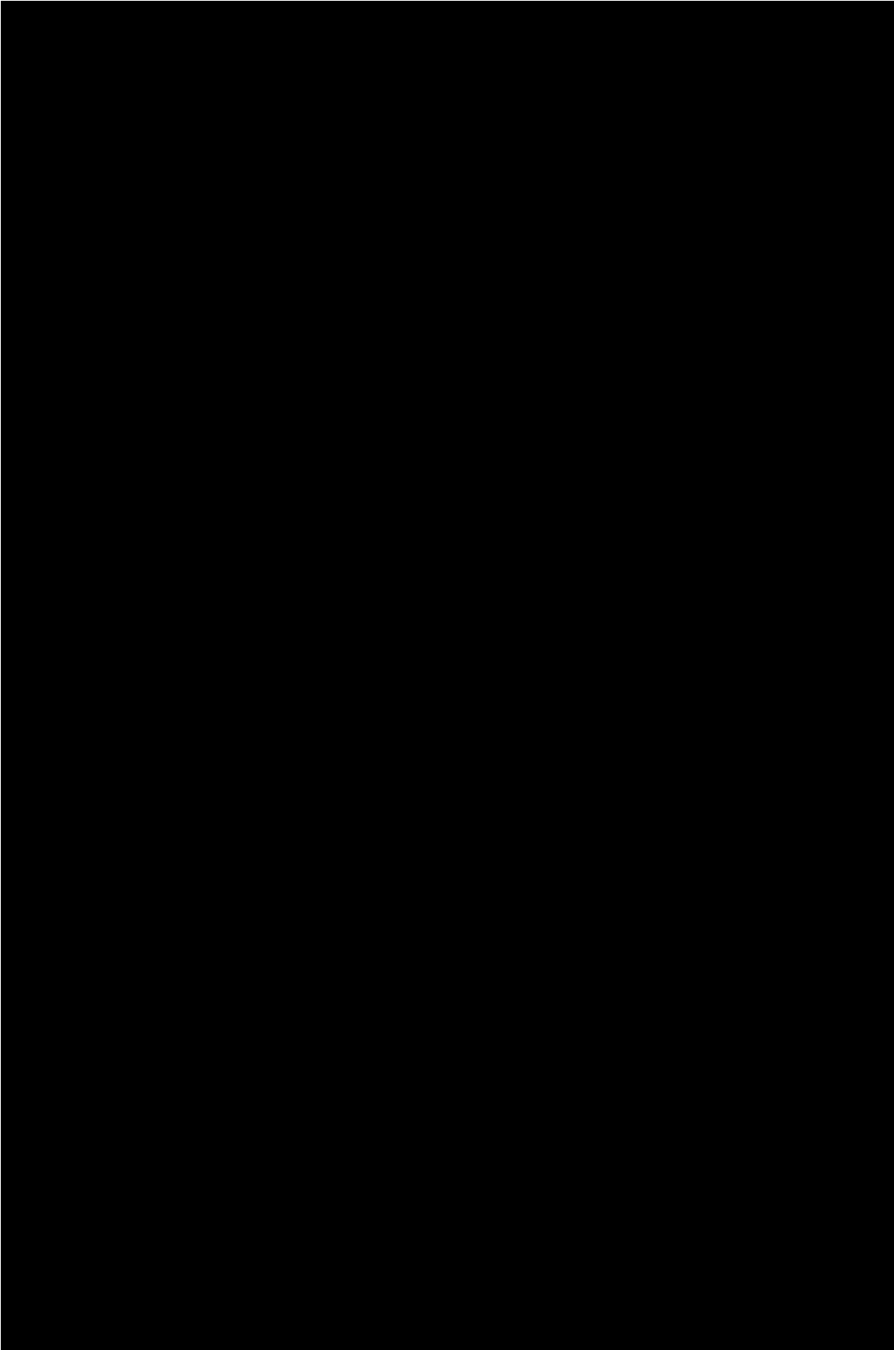


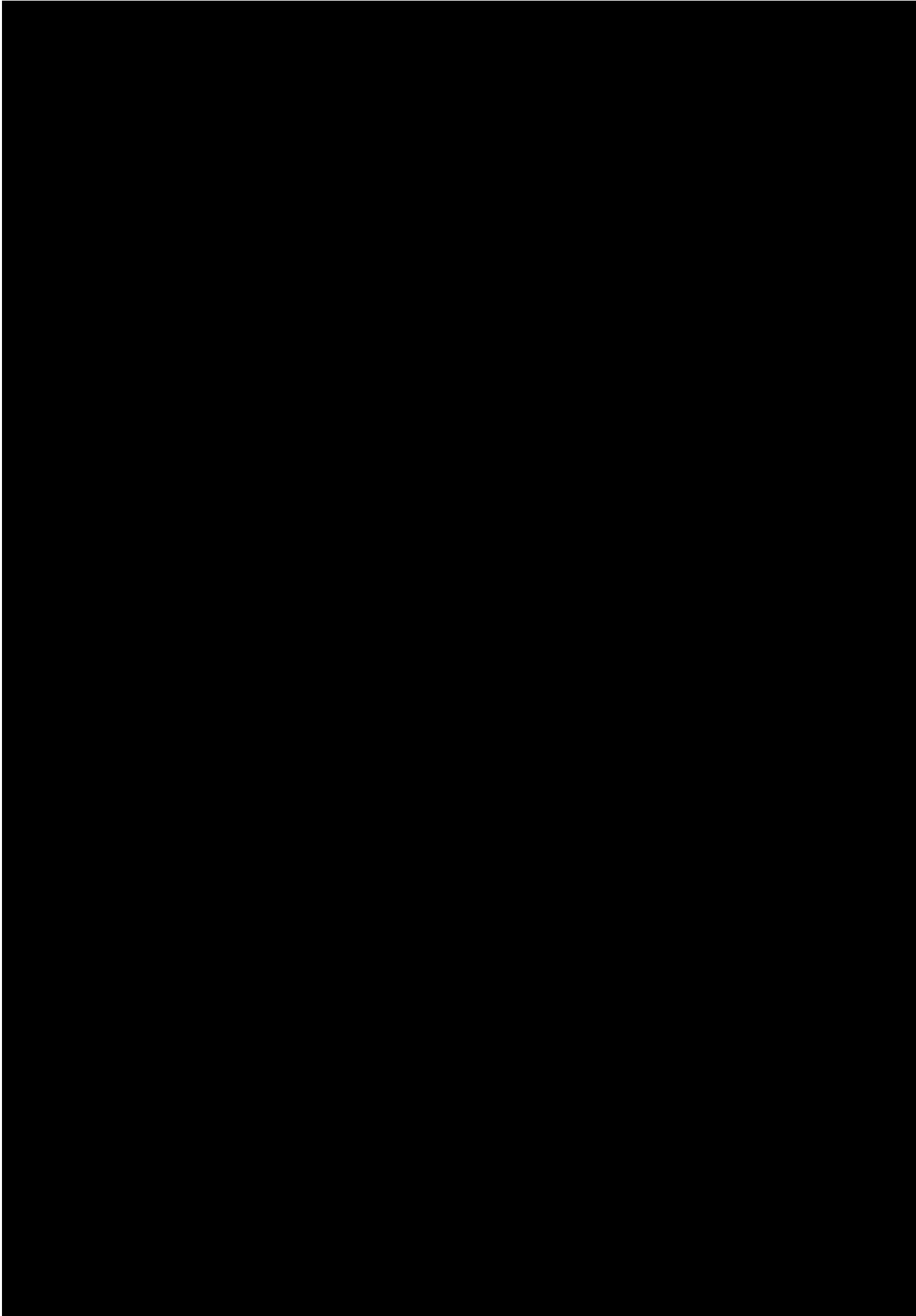
ANNEXURE K
Form of Call Option Deed (Retail Lot North)

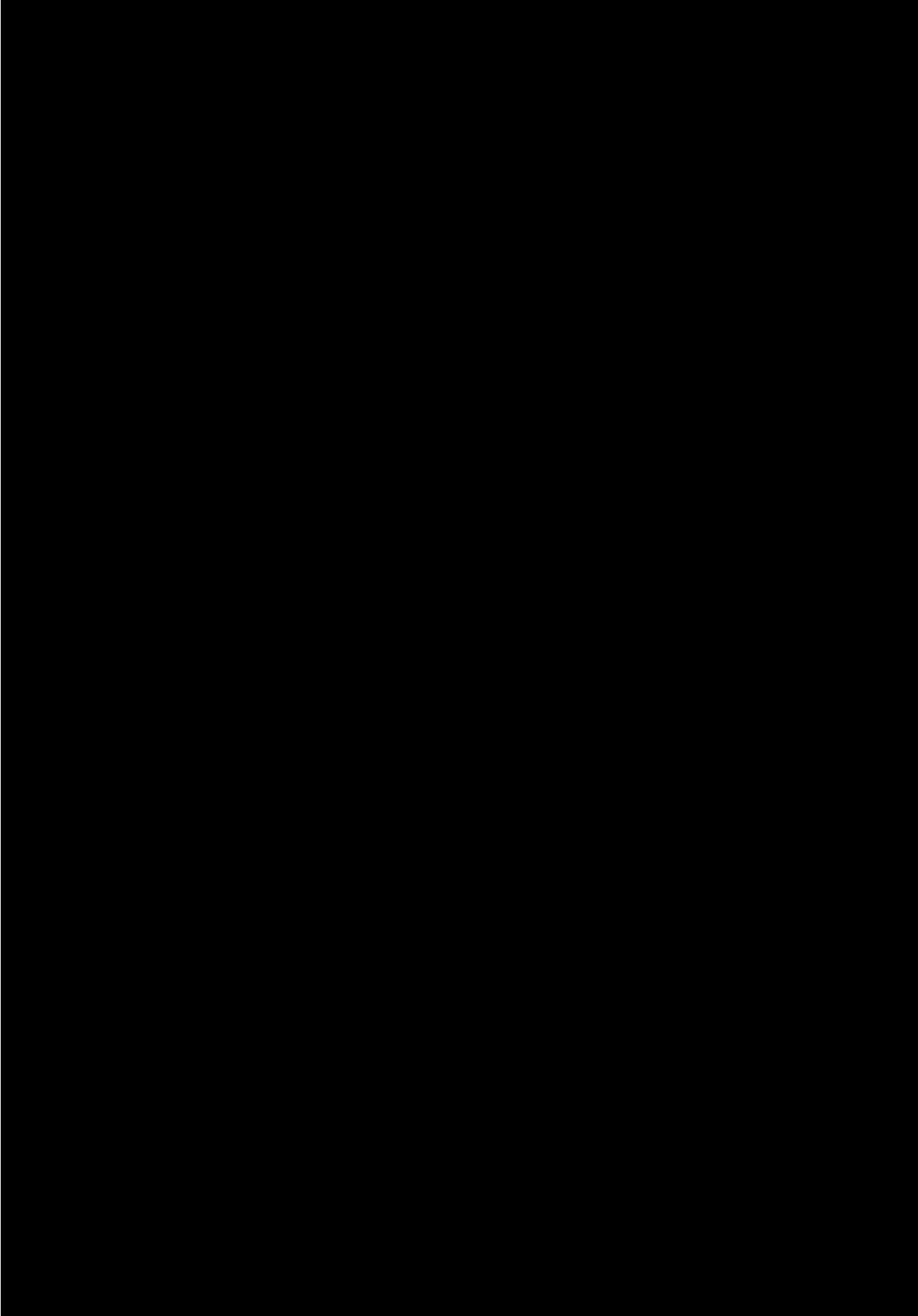


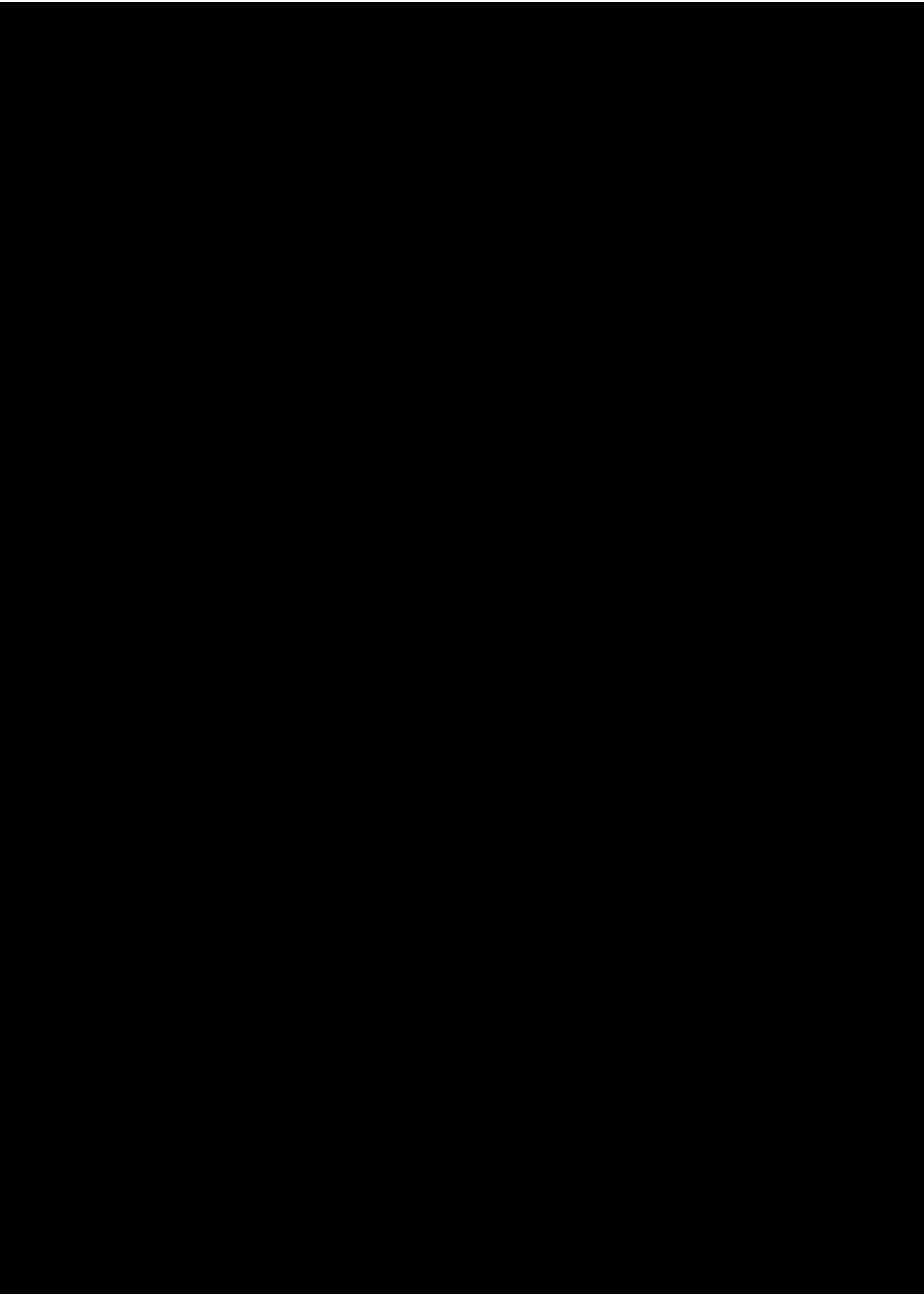


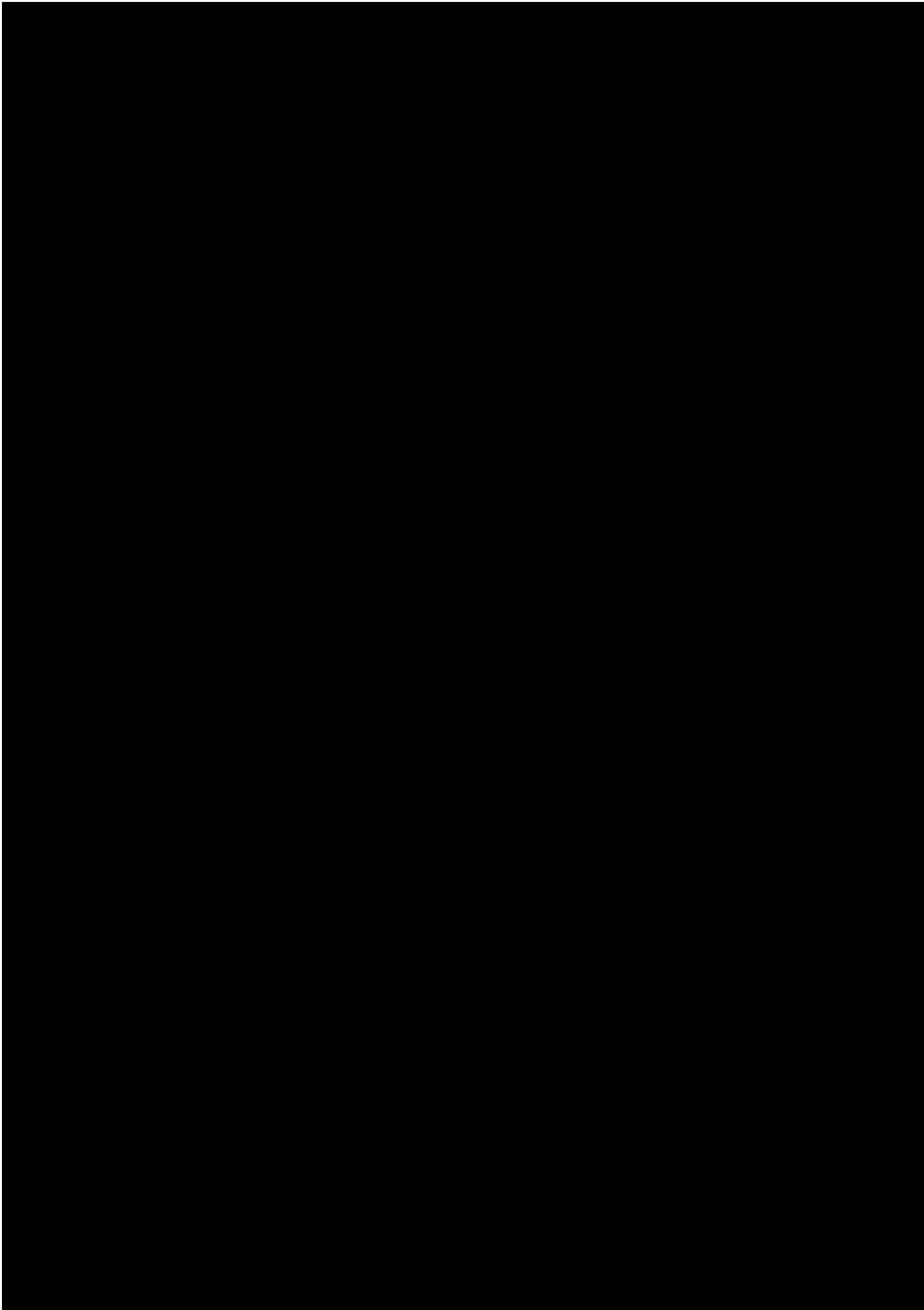


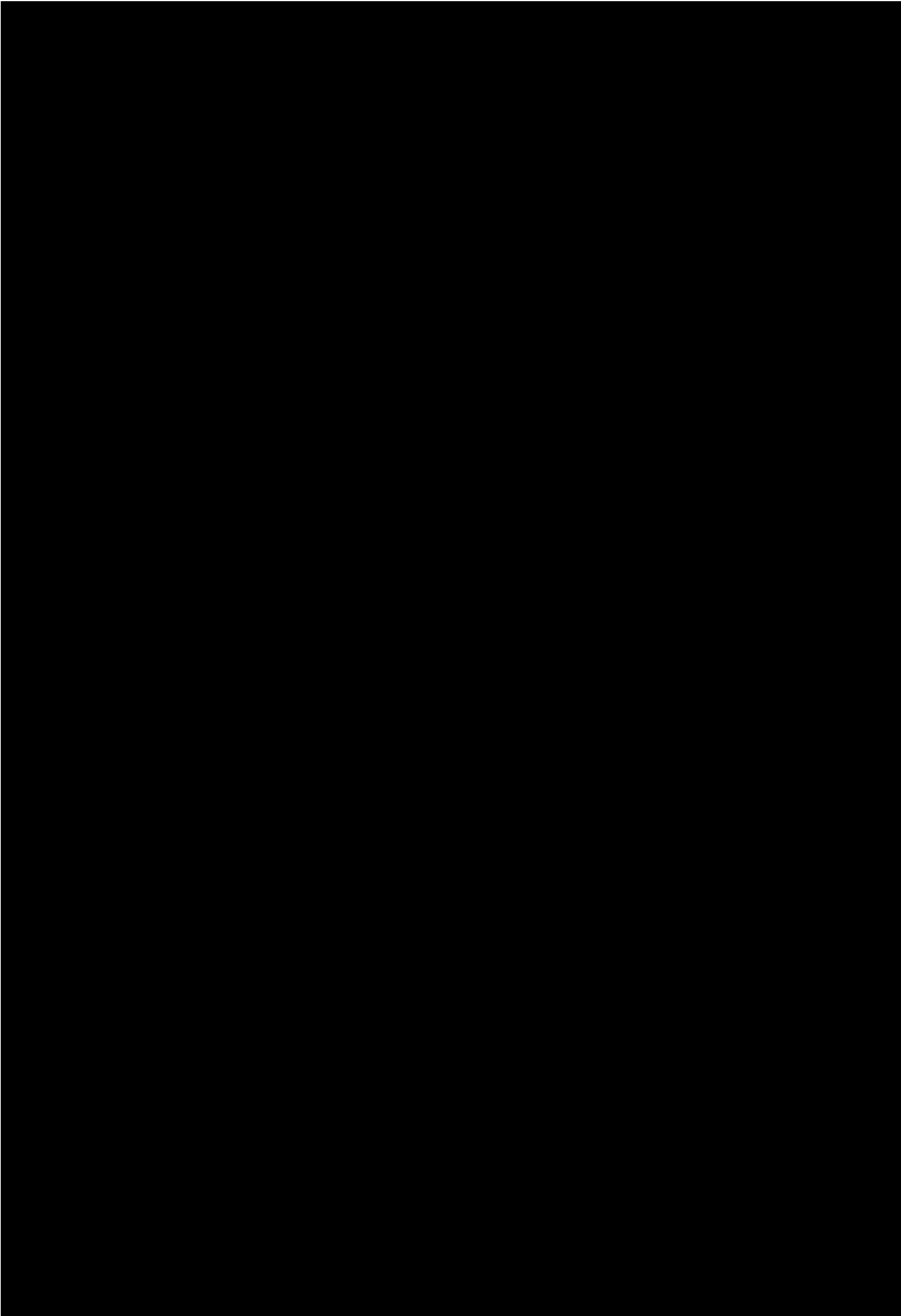


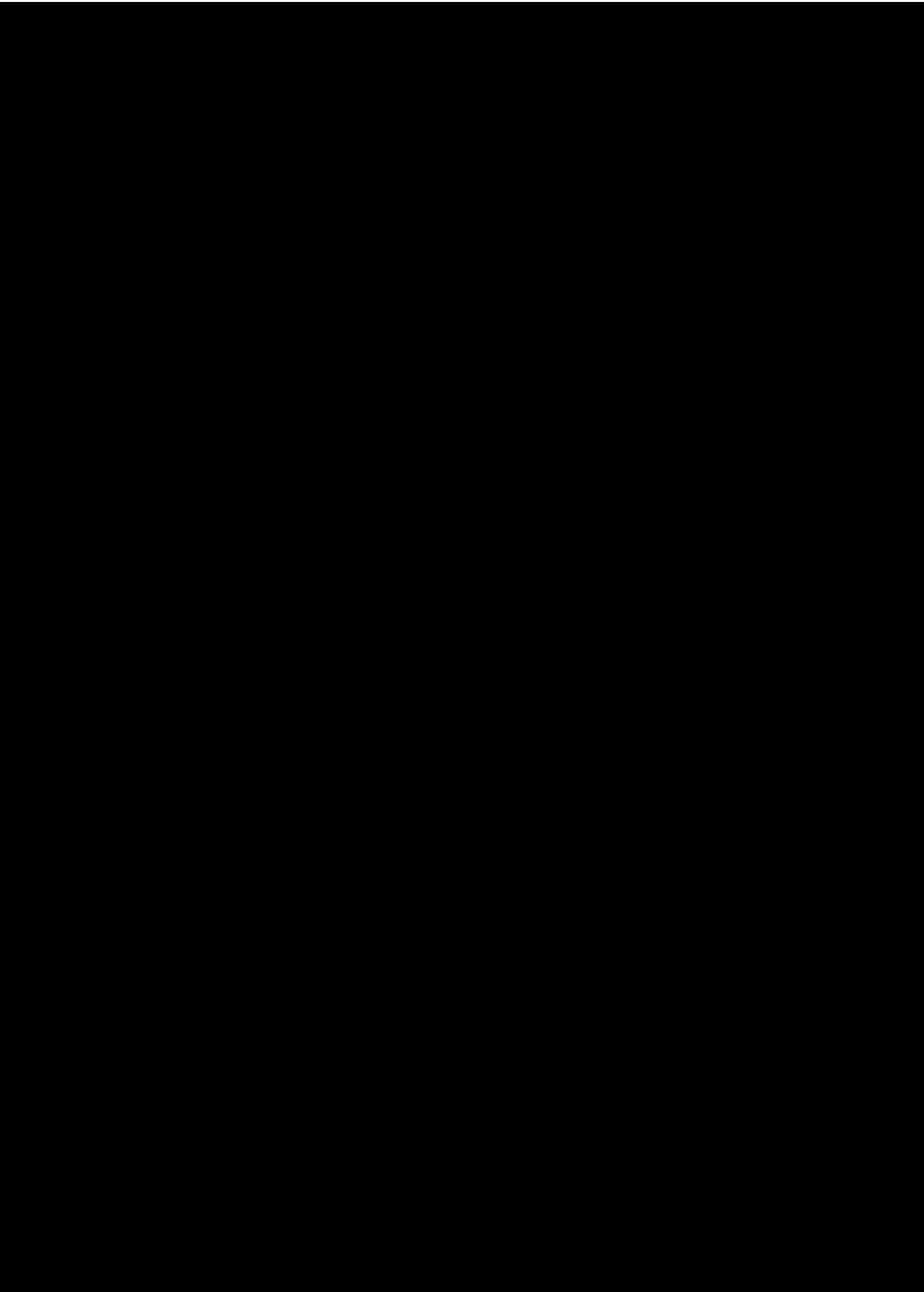




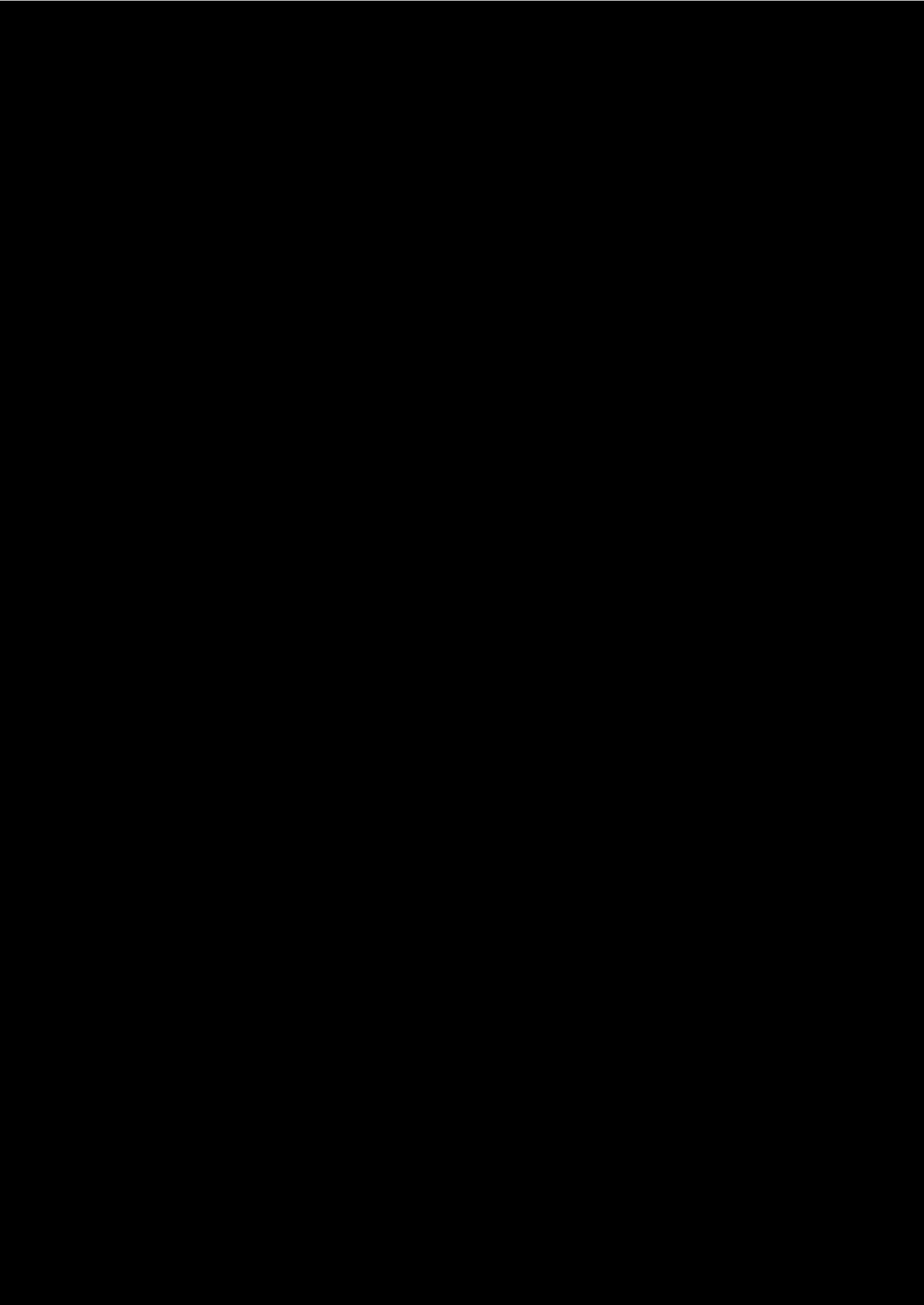












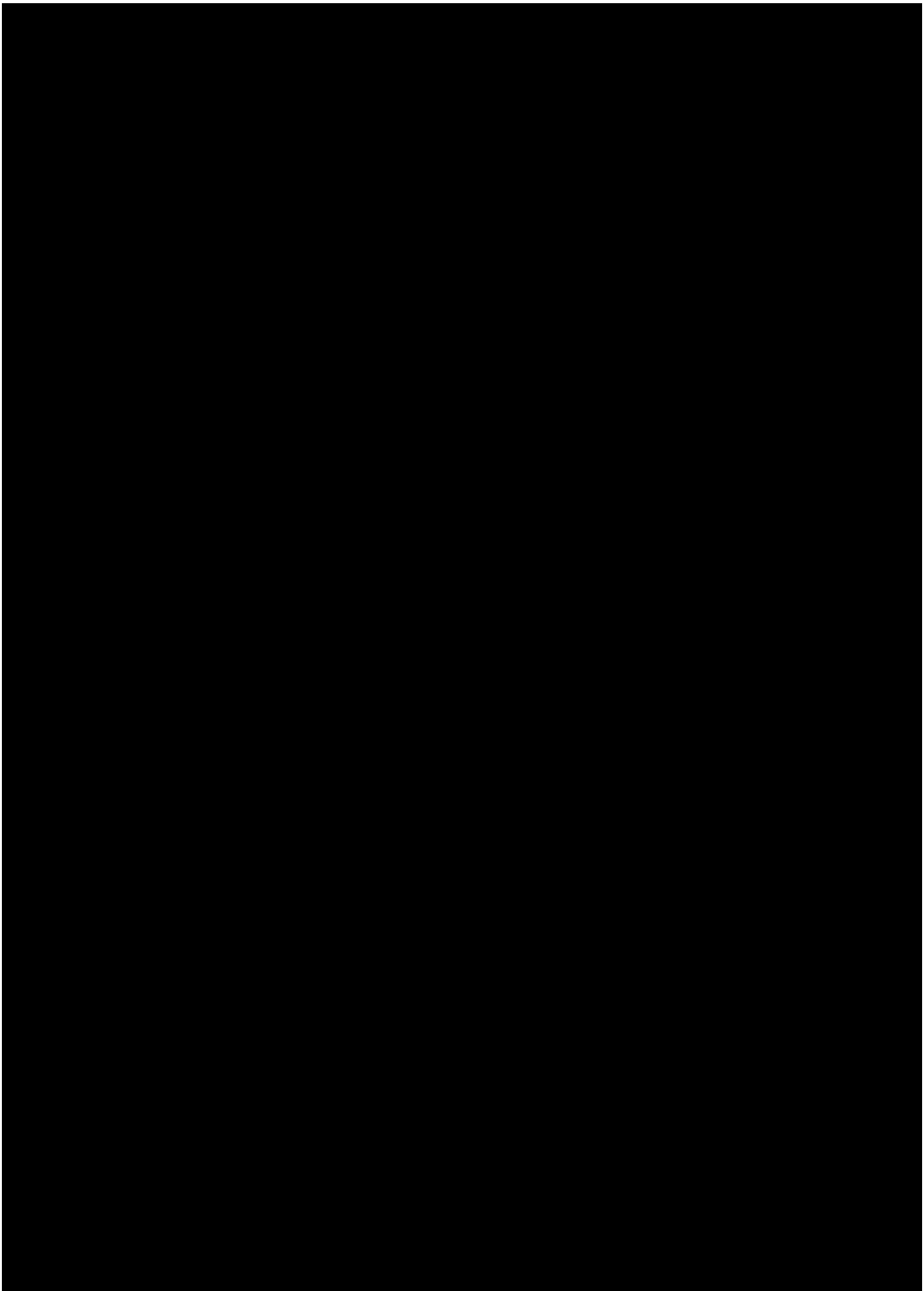


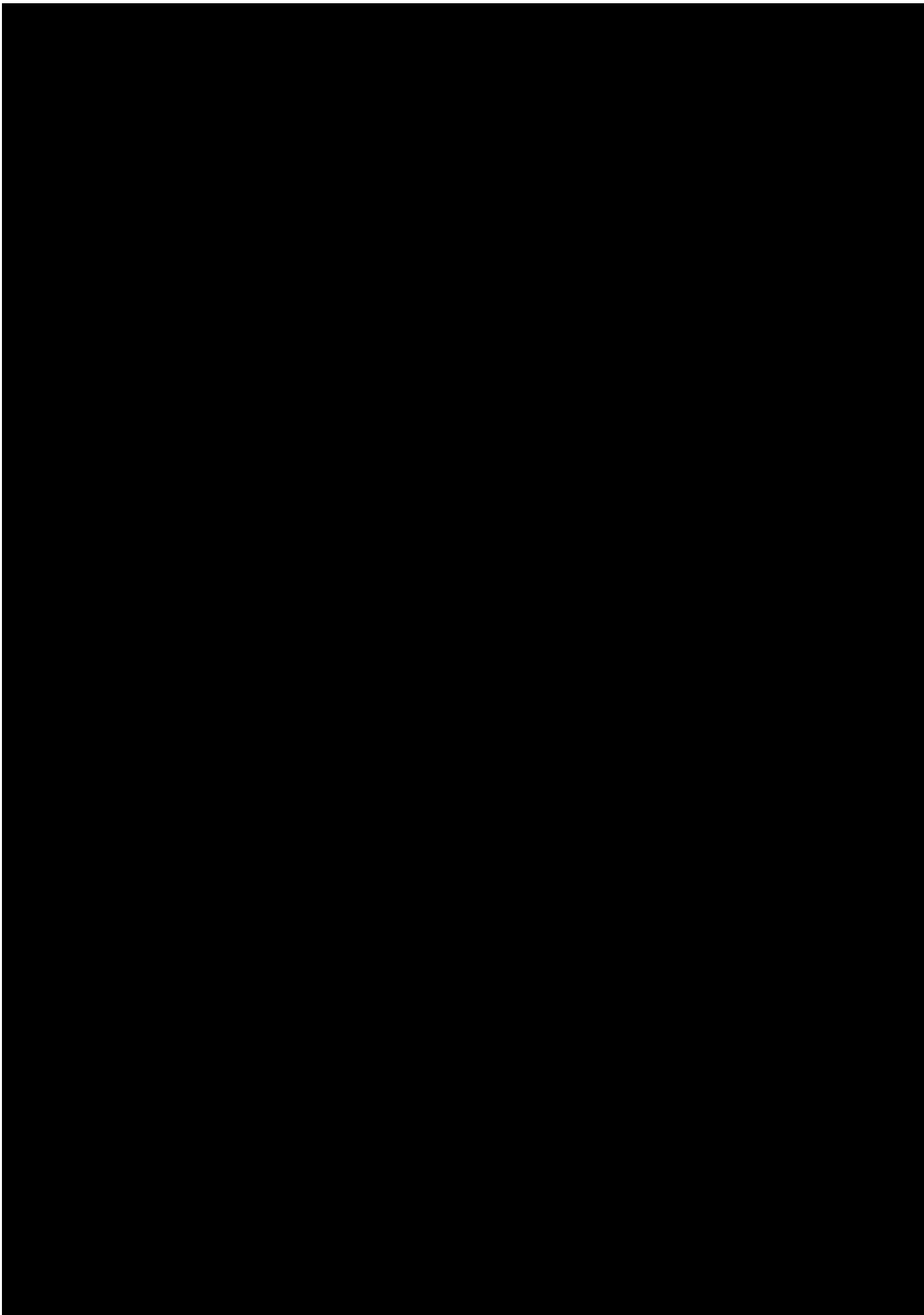




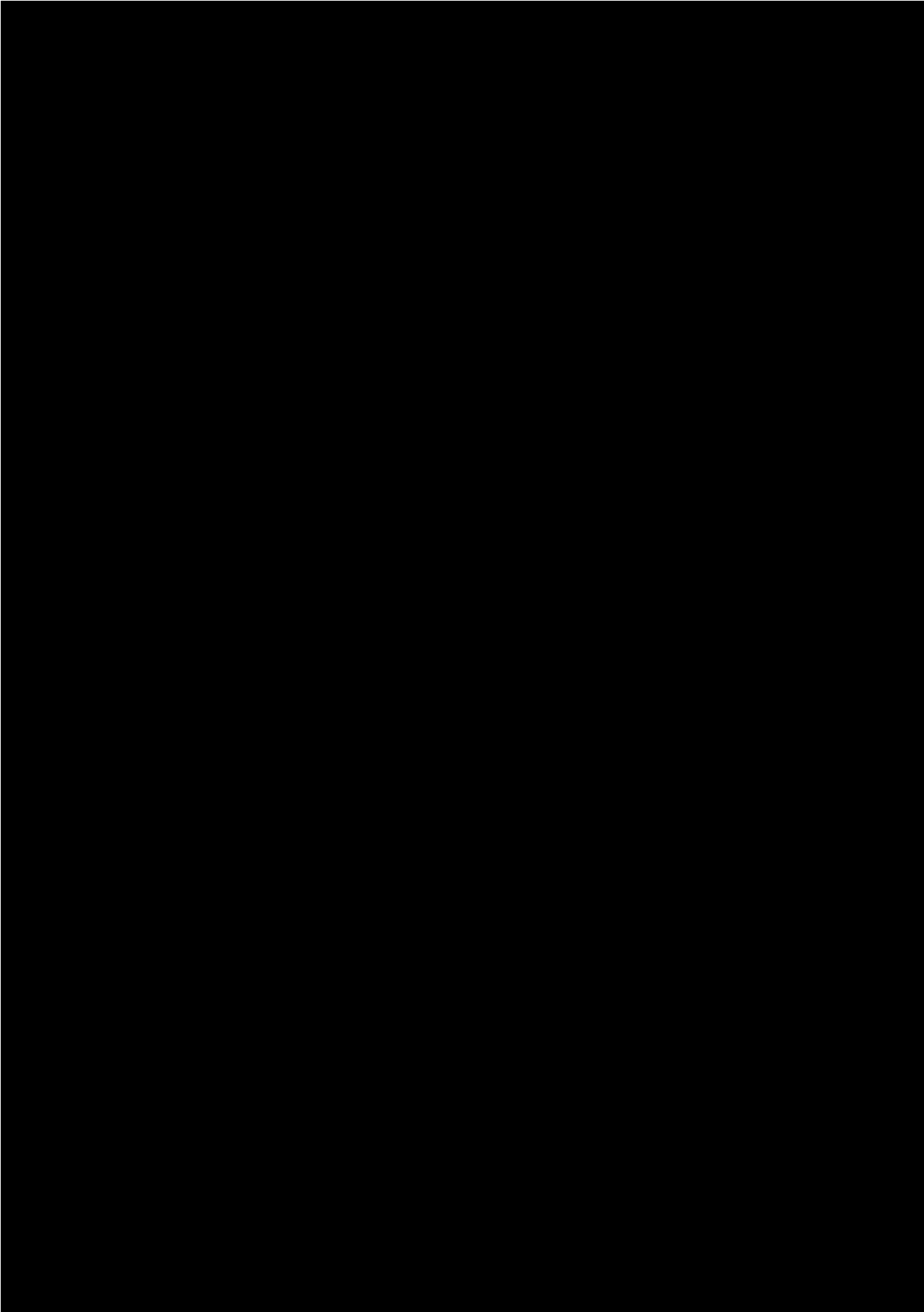




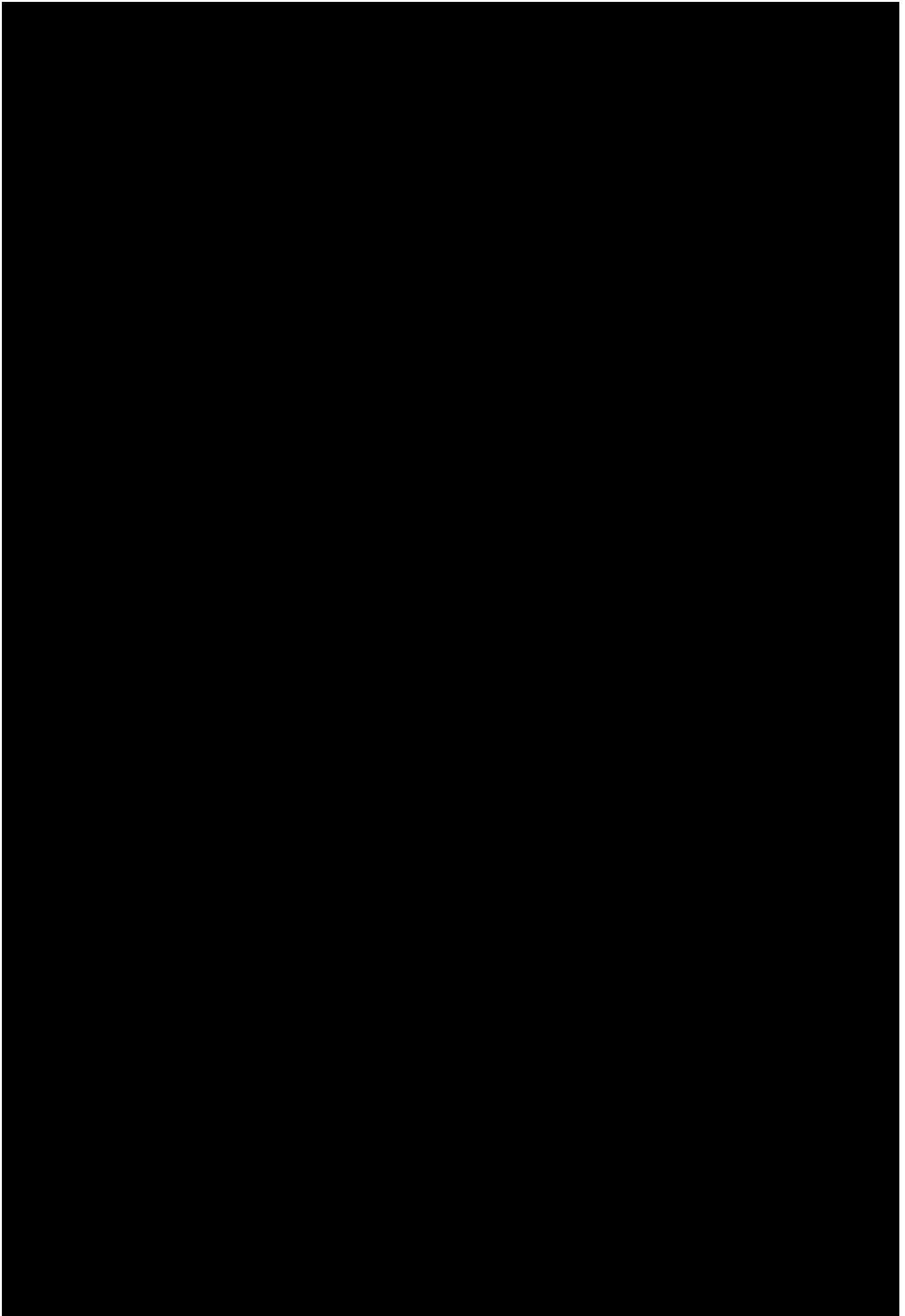


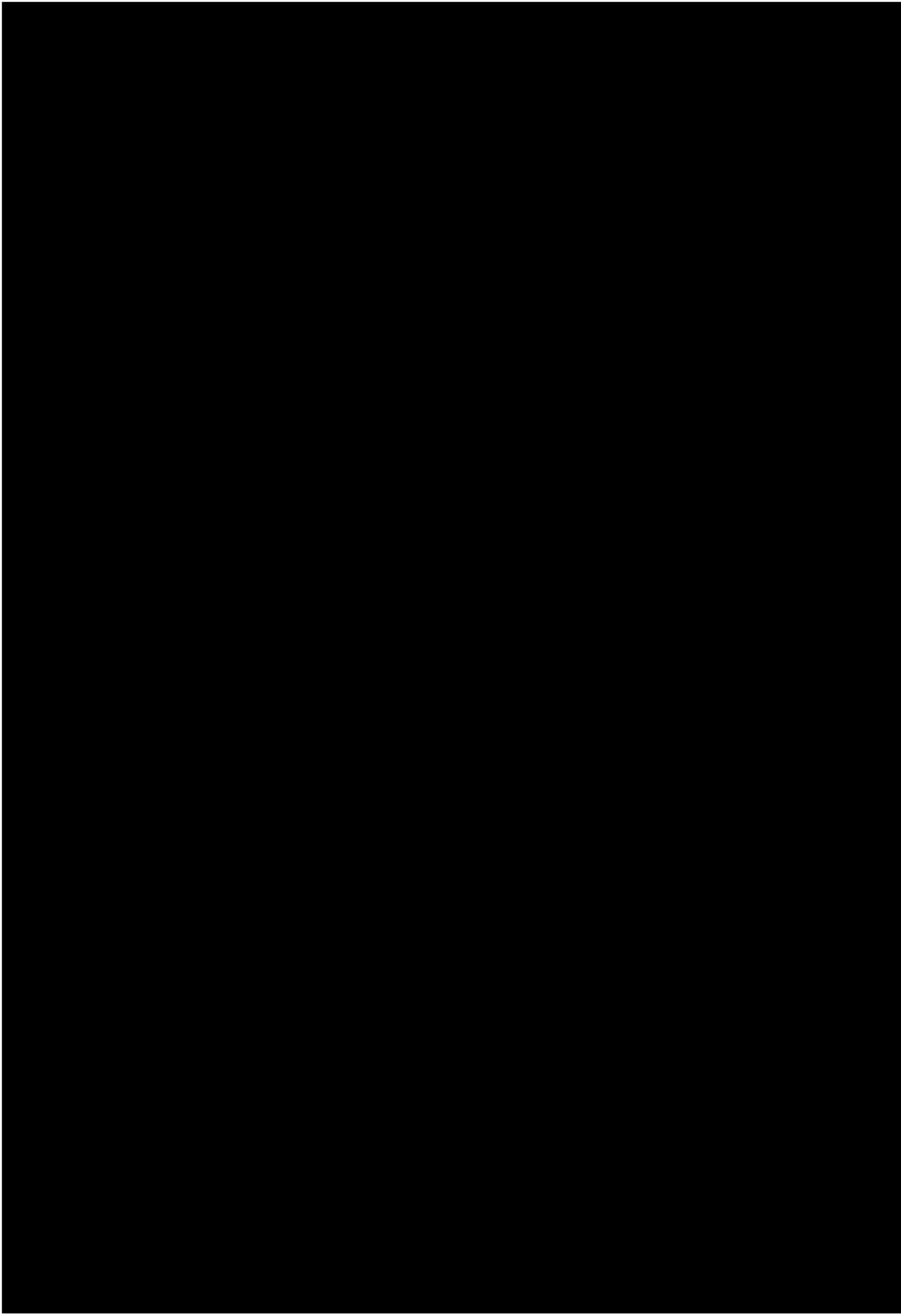


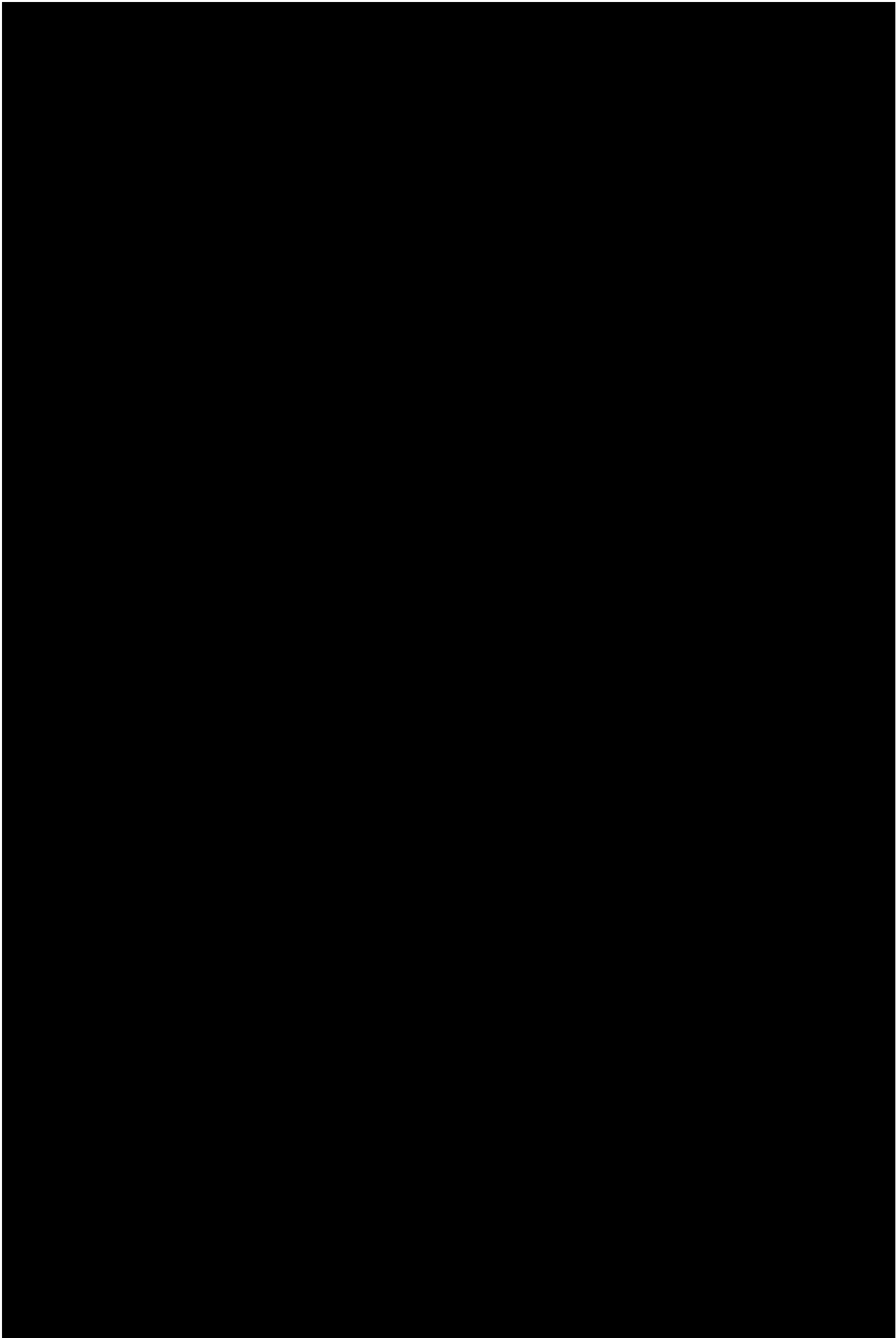


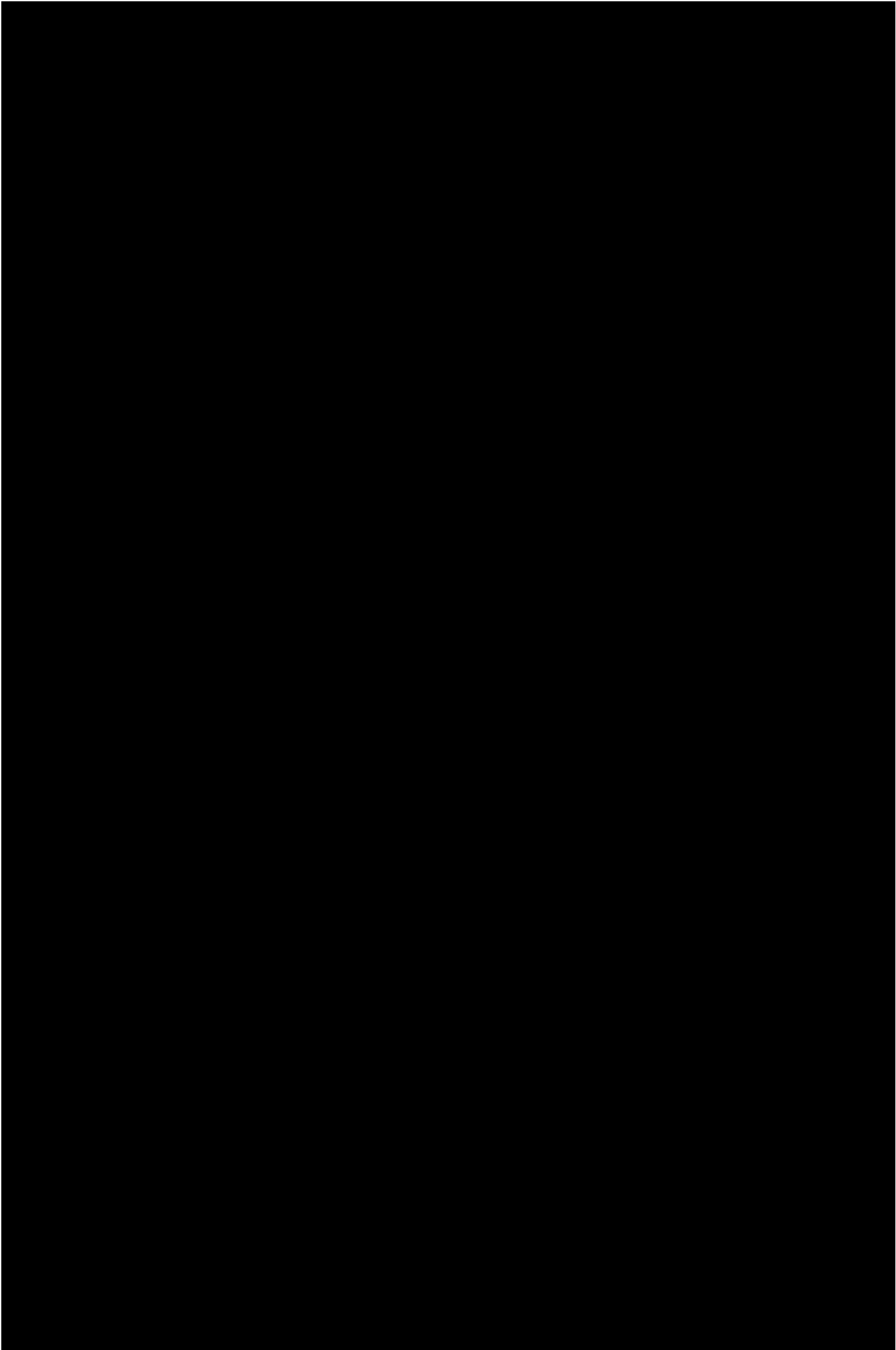


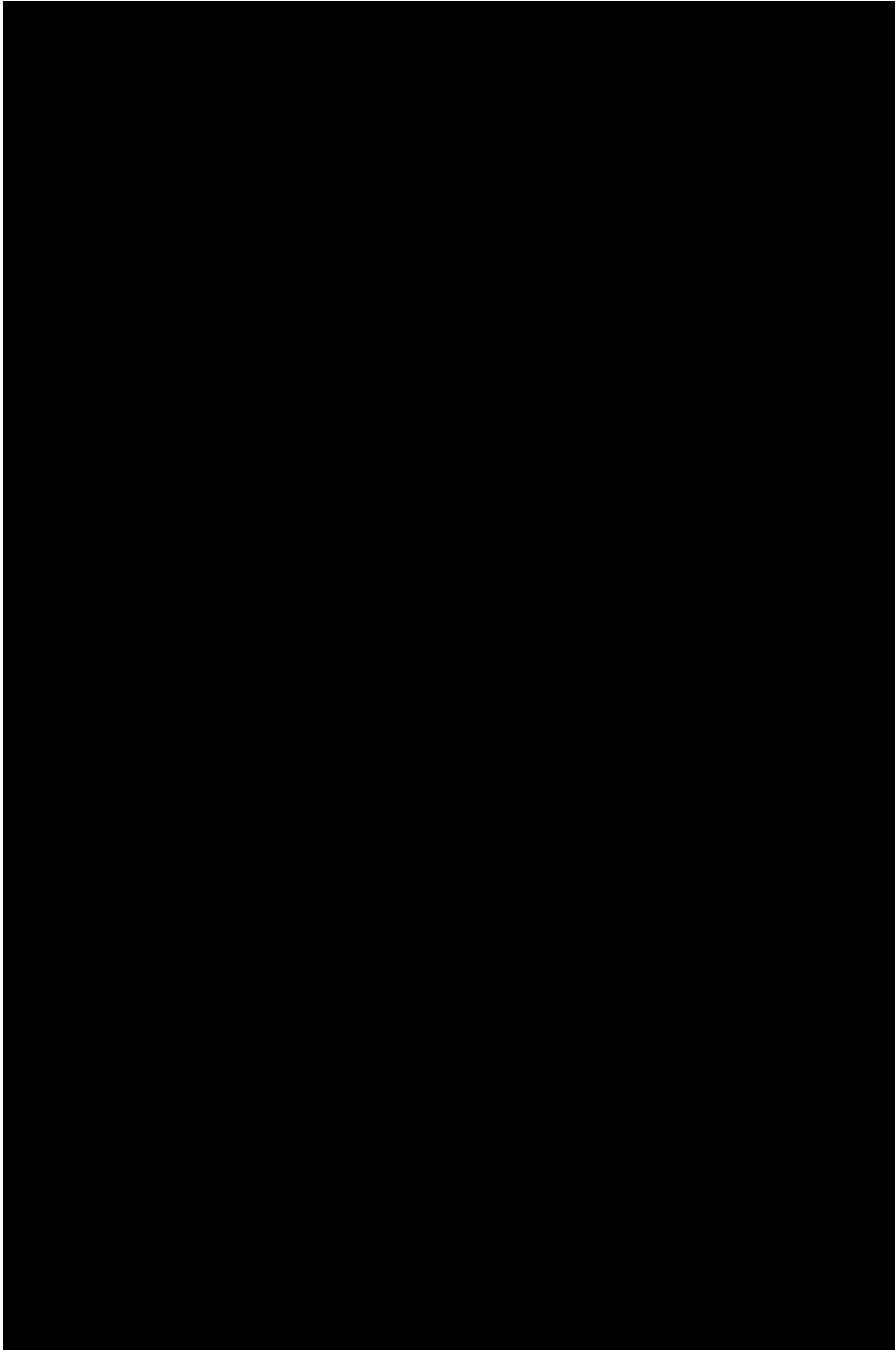




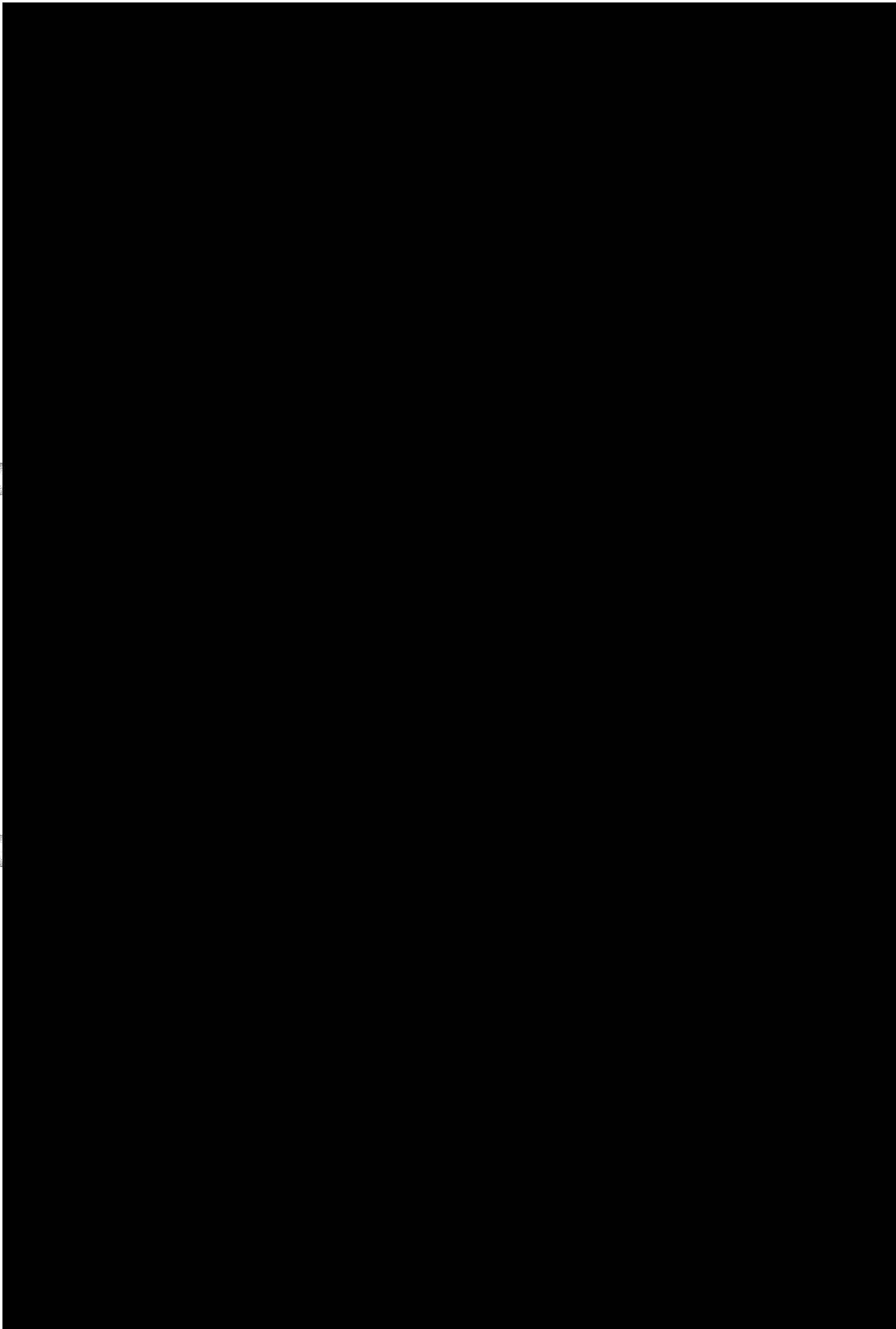


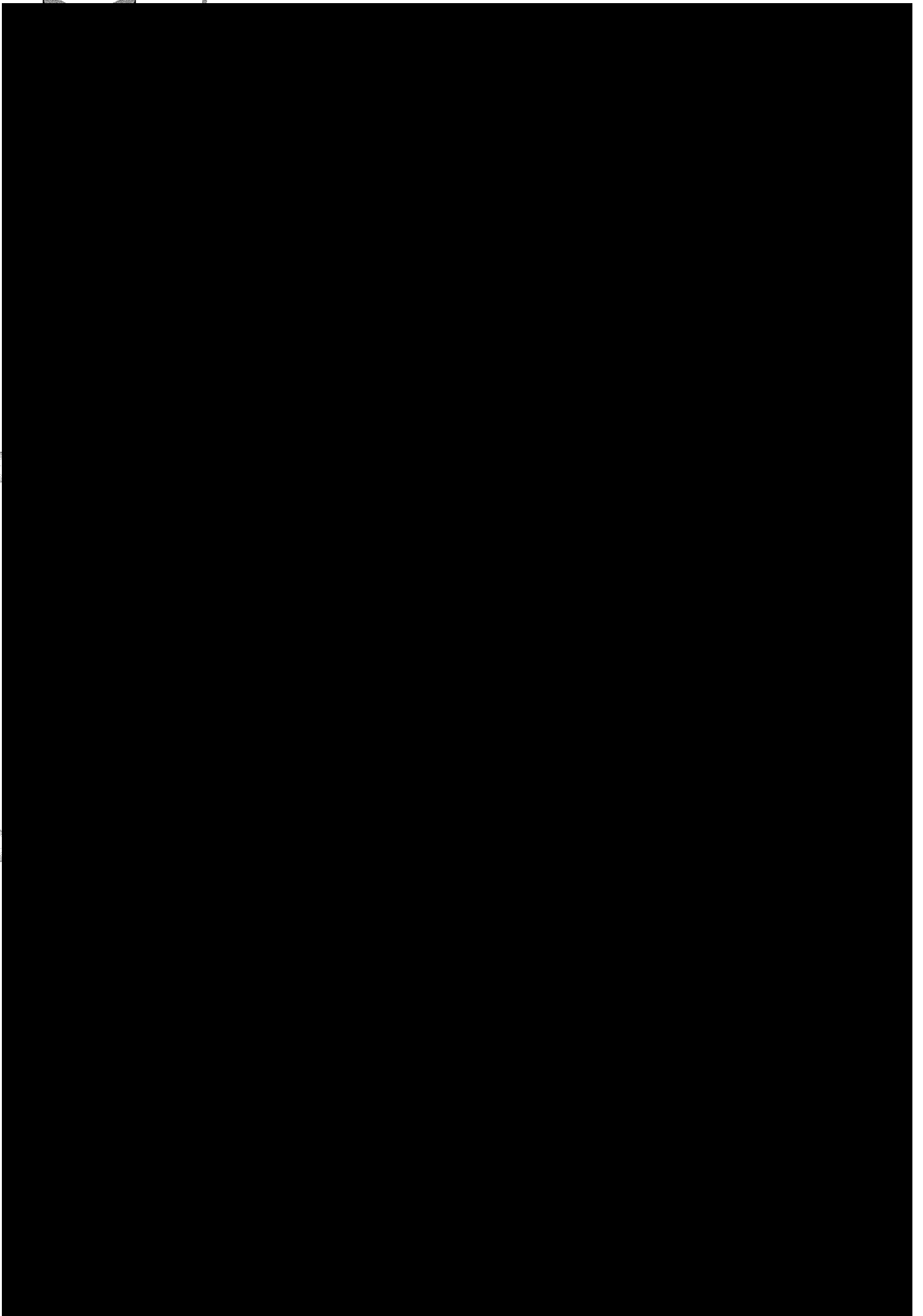




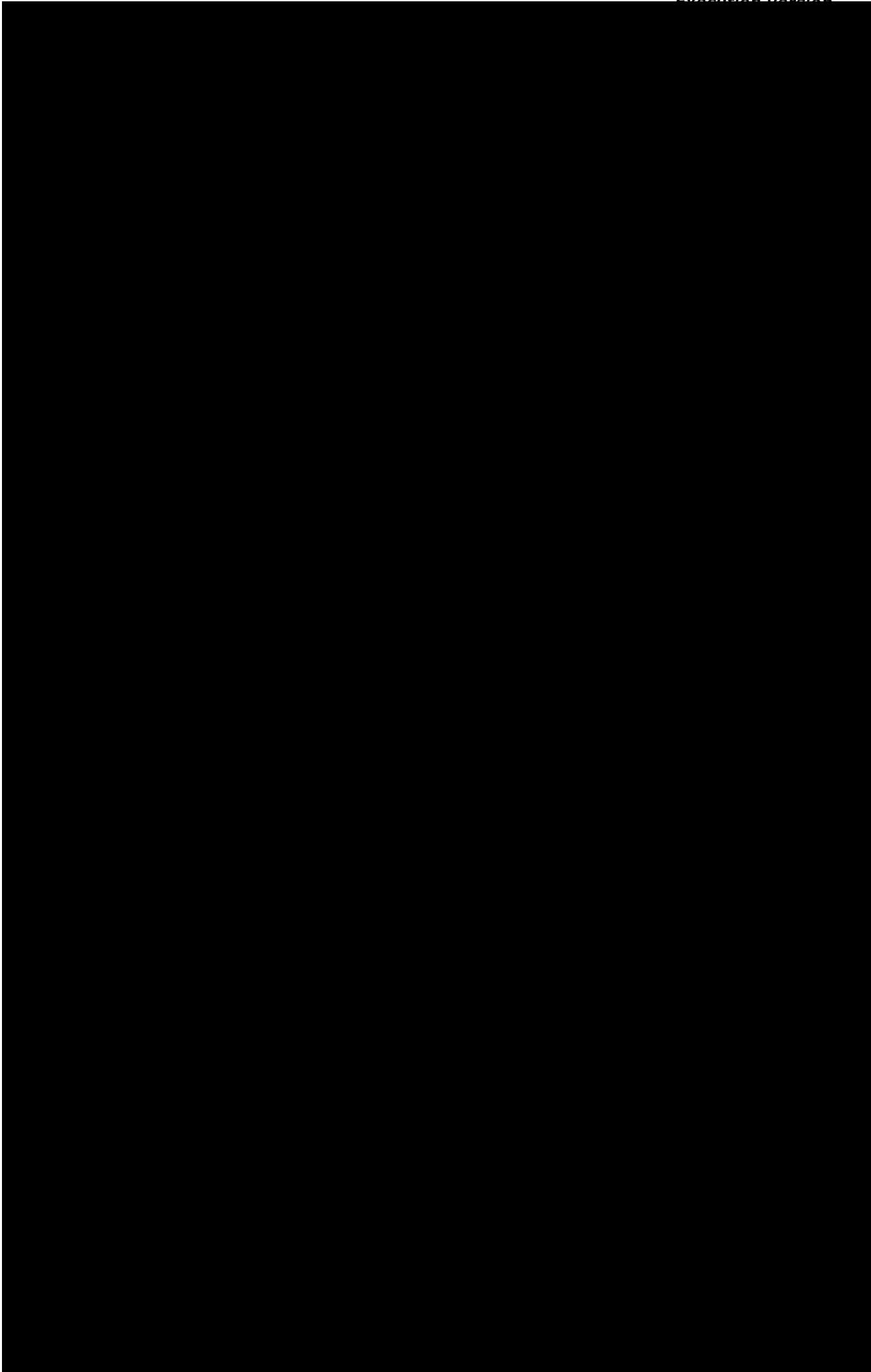


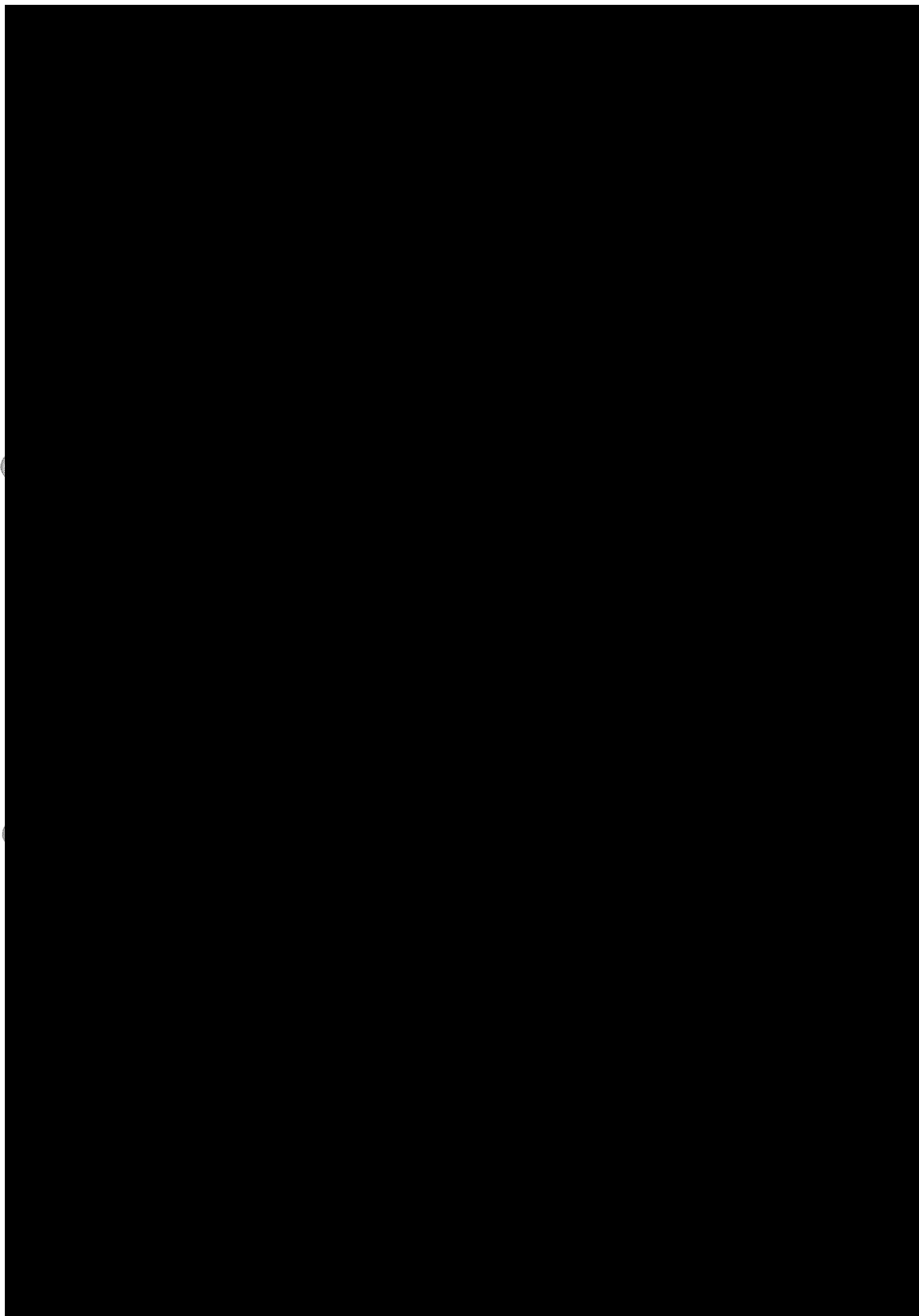


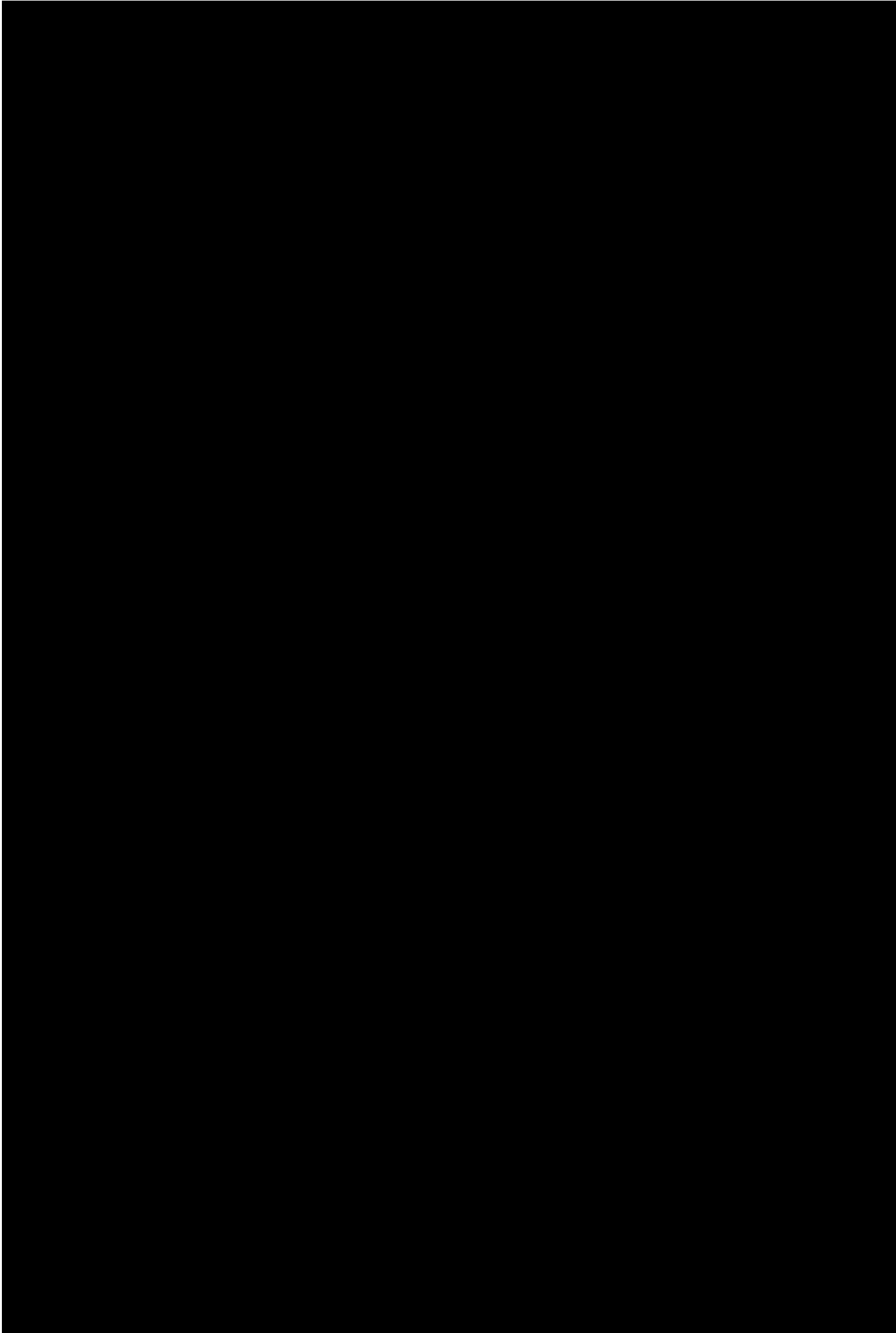


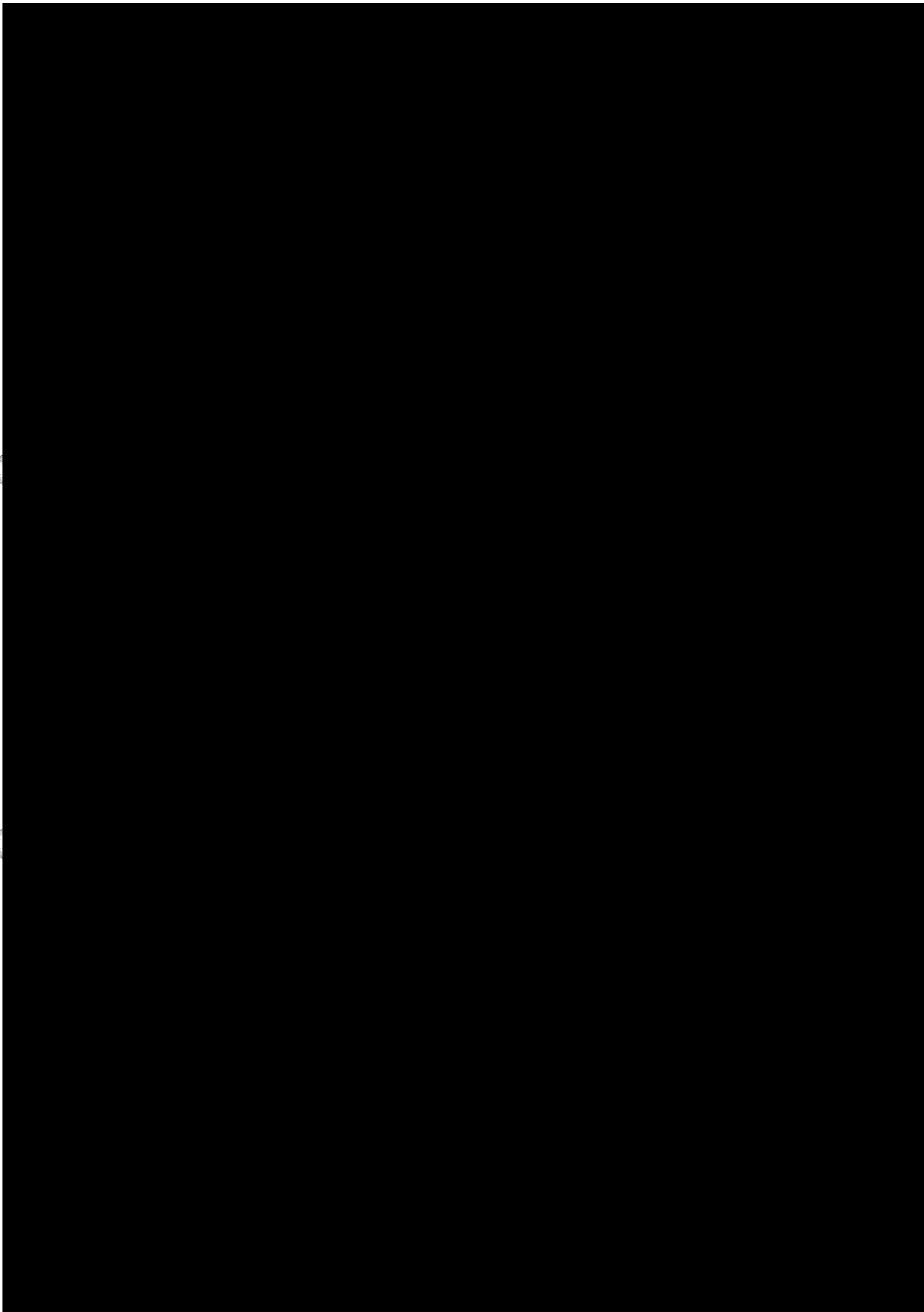






















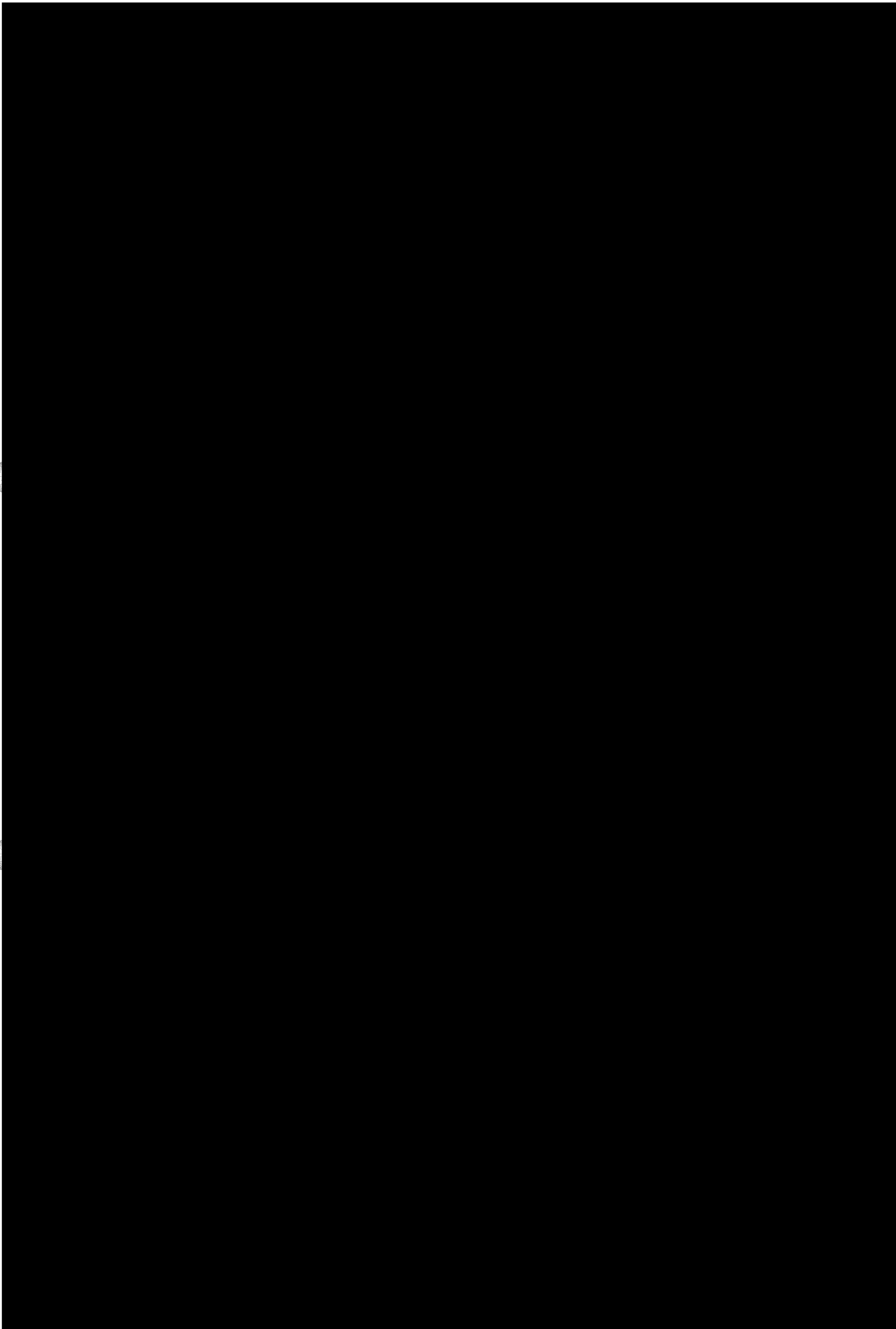












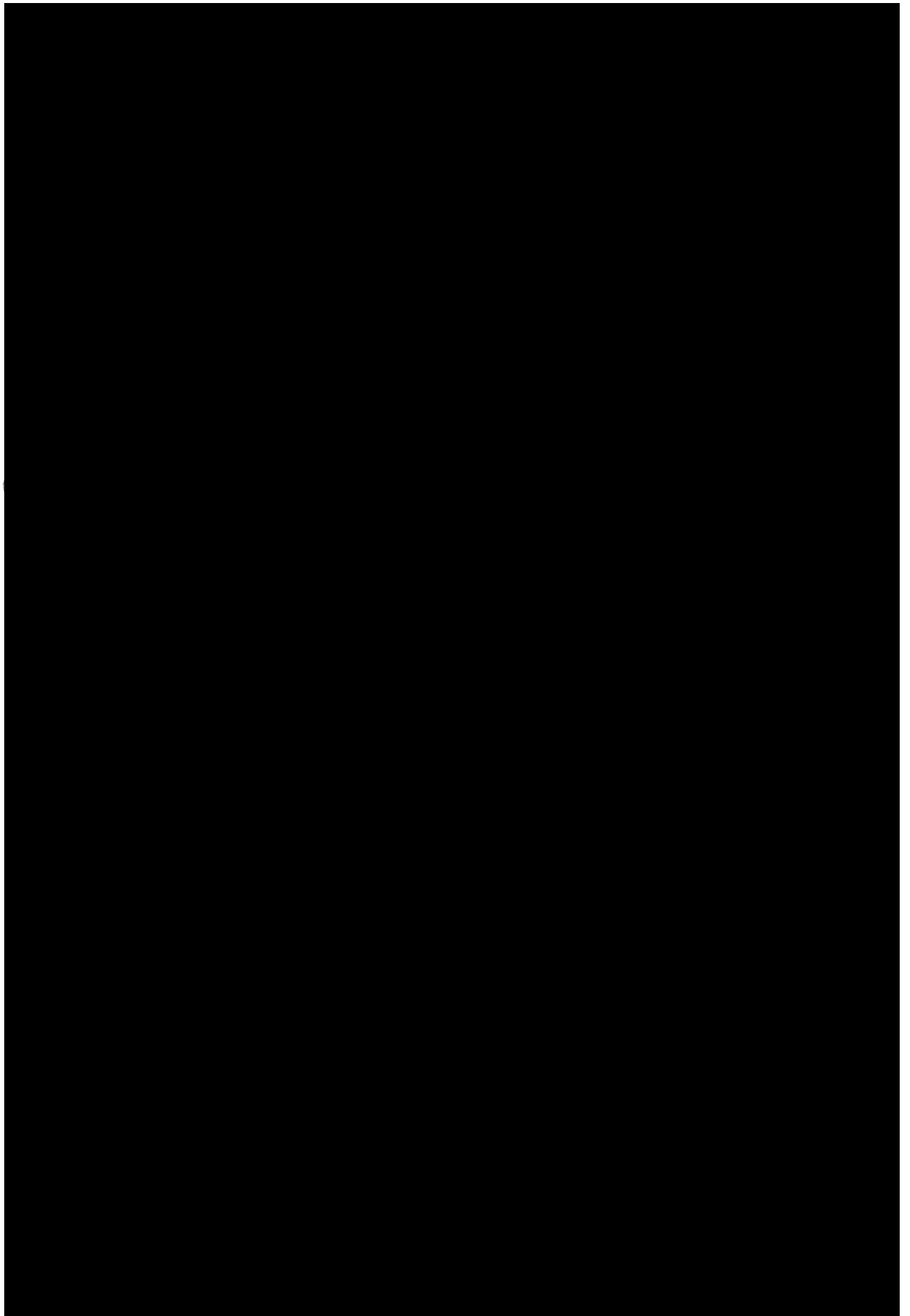


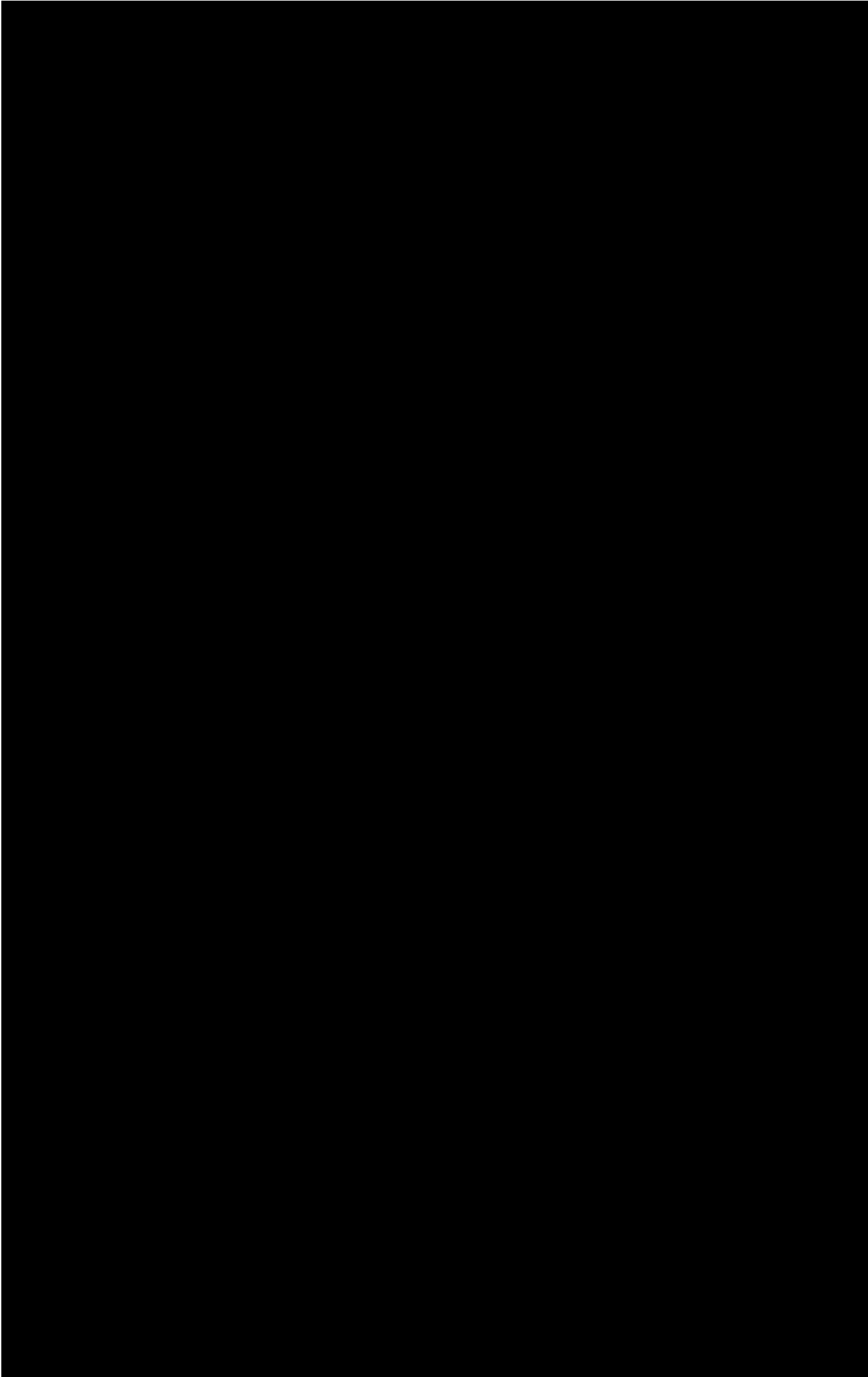


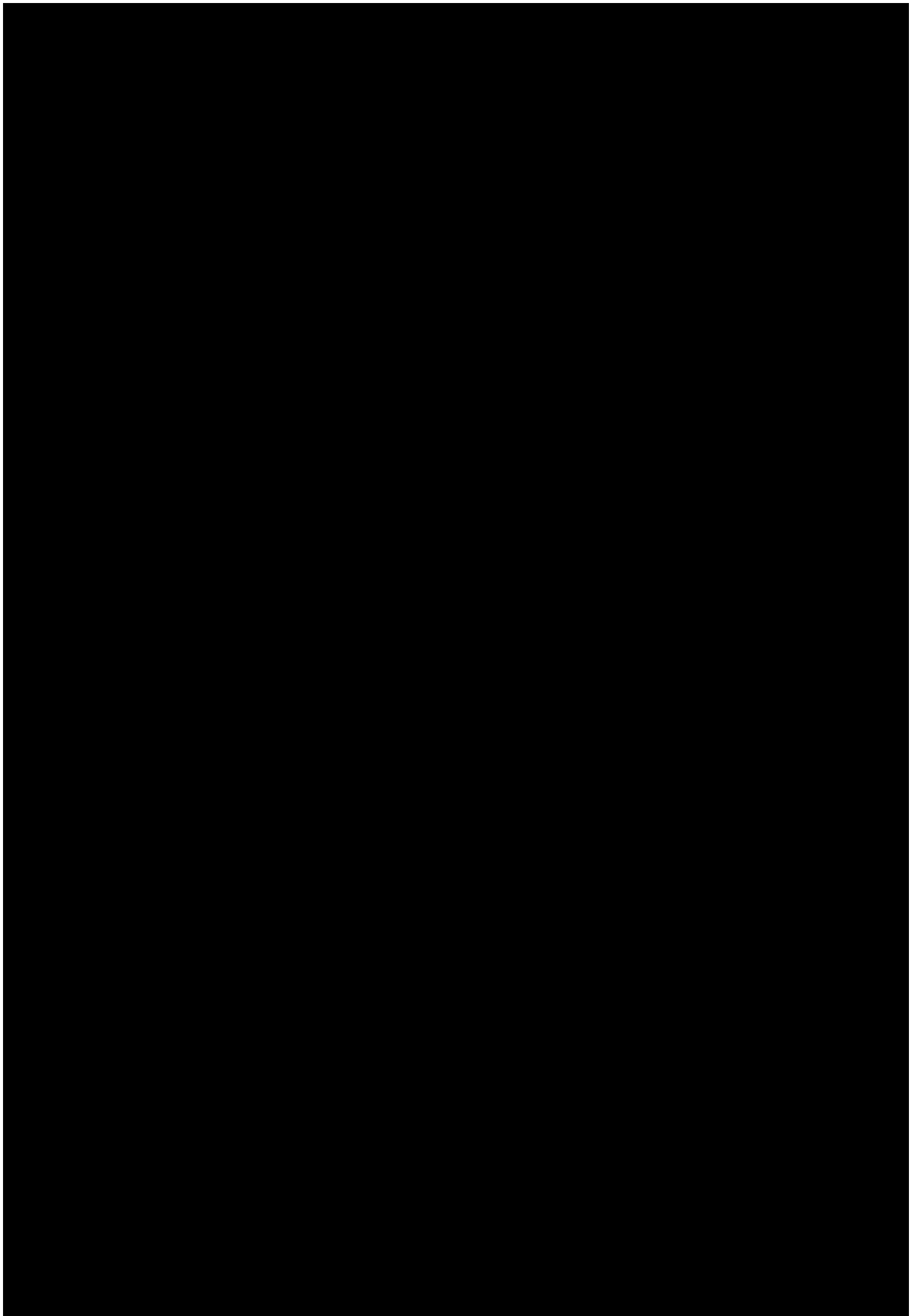


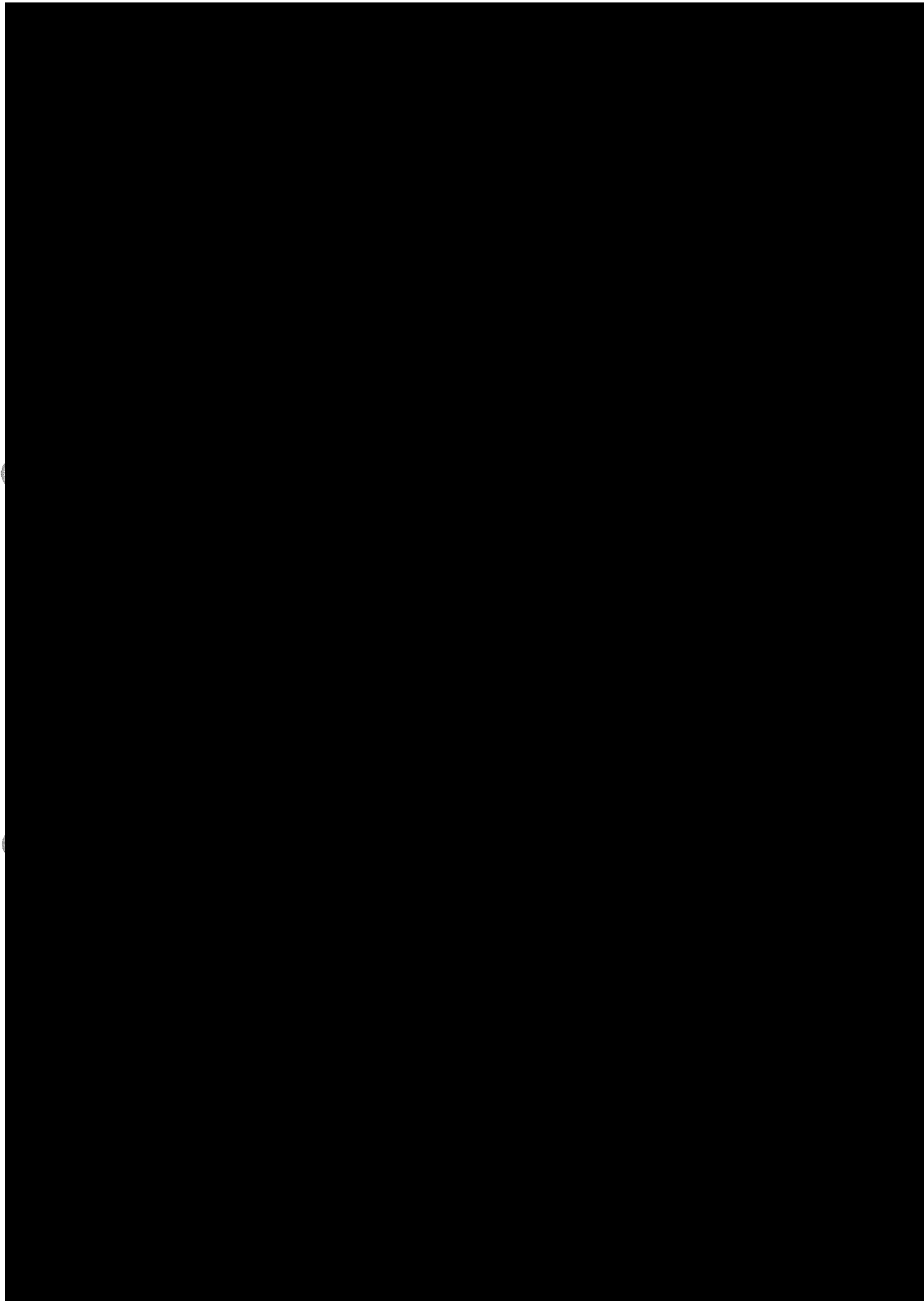




















the 1990s, the number of publications on the topic has increased steadily, and the number of authors has increased from 1 to 100.

There are a number of reasons for the increase in research on the topic. One reason is the growing awareness of the importance of the topic. Another reason is the increasing availability of data and methods for studying the topic.

The following sections discuss the current state of research on the topic, and the challenges that remain. The first section discusses the importance of the topic, and the second section discusses the challenges that remain.

The importance of the topic is that it is a major cause of global warming. The challenges that remain are that we need to develop better methods for studying the topic, and we need to develop better policies to address the problem.

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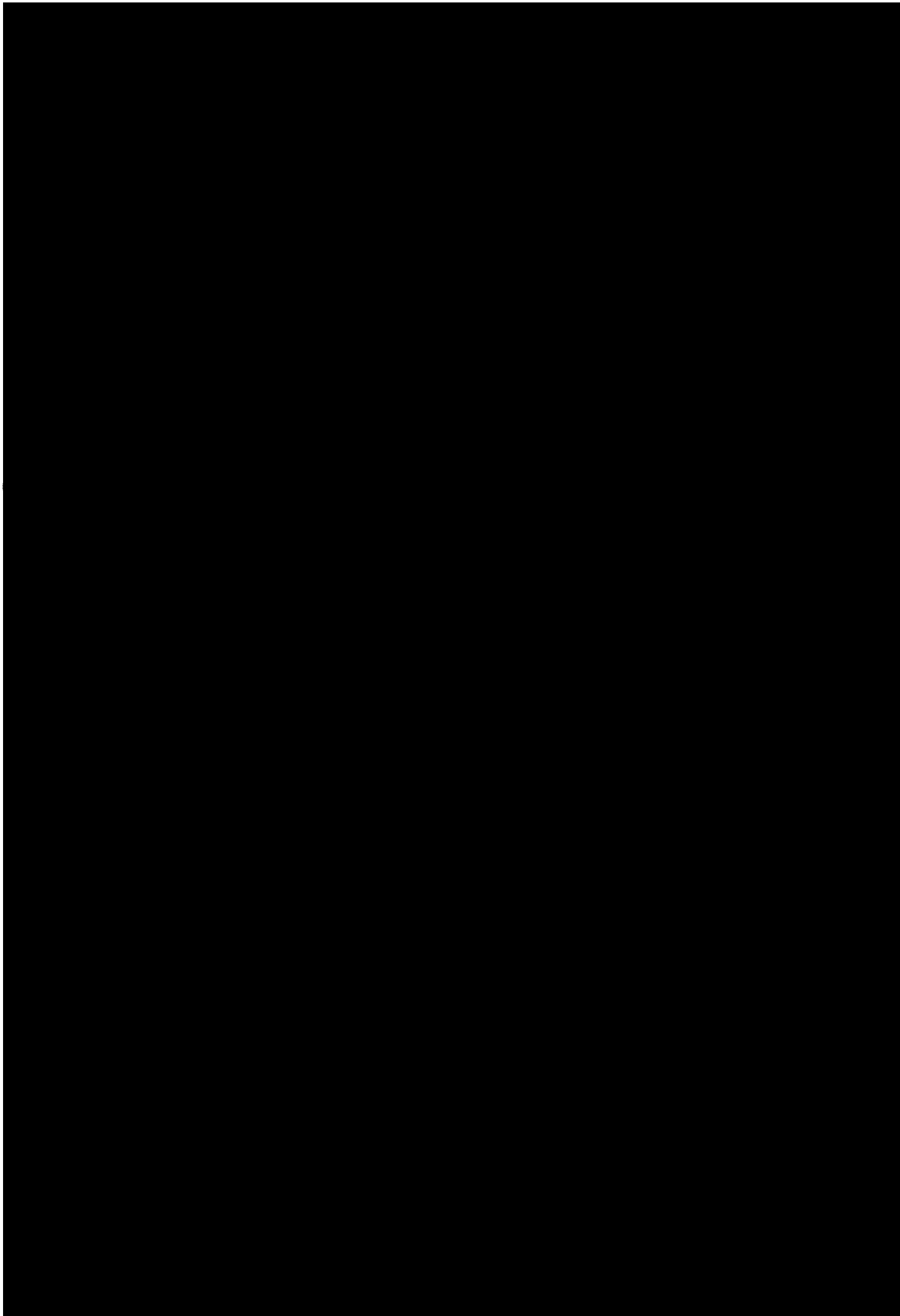
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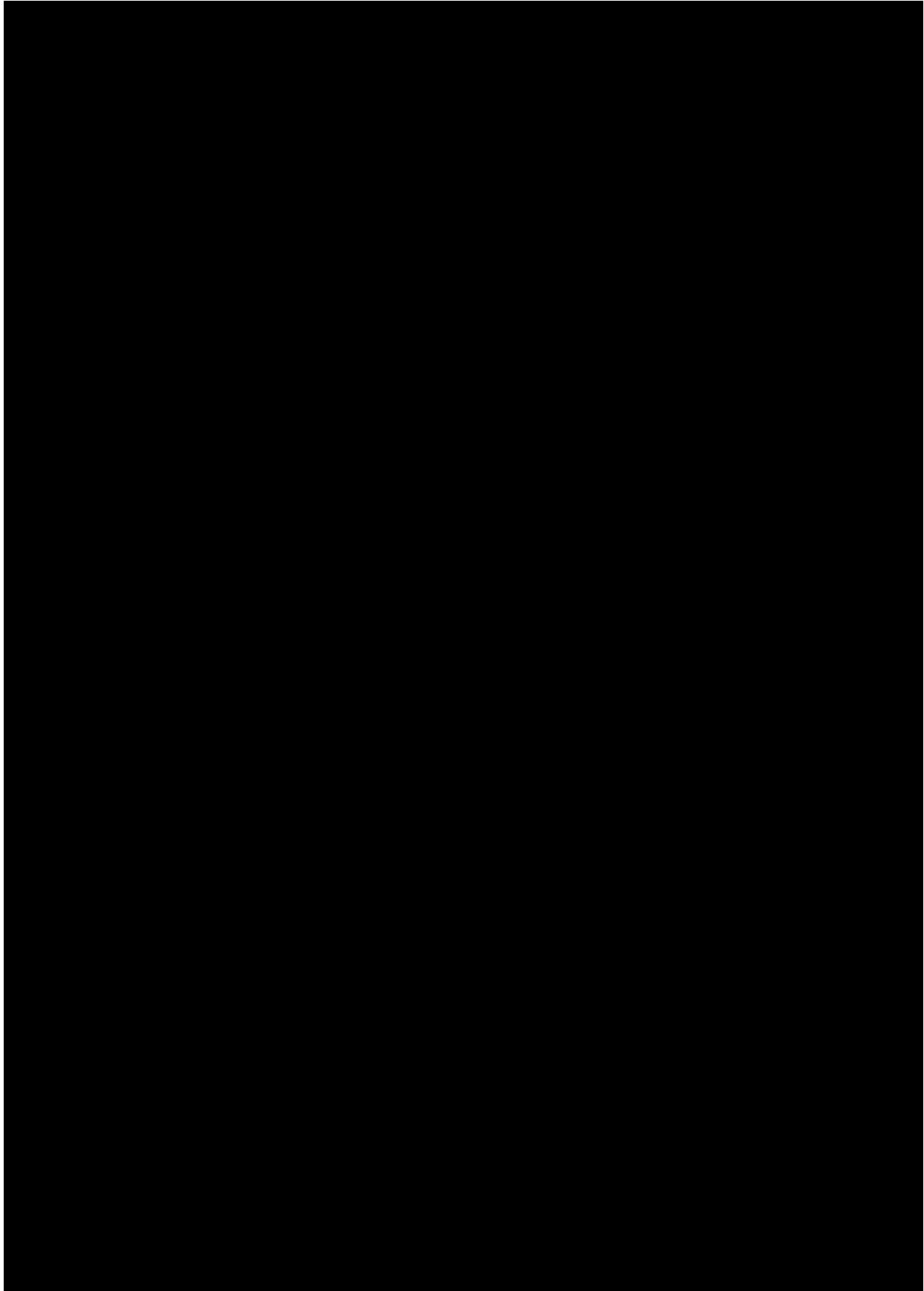
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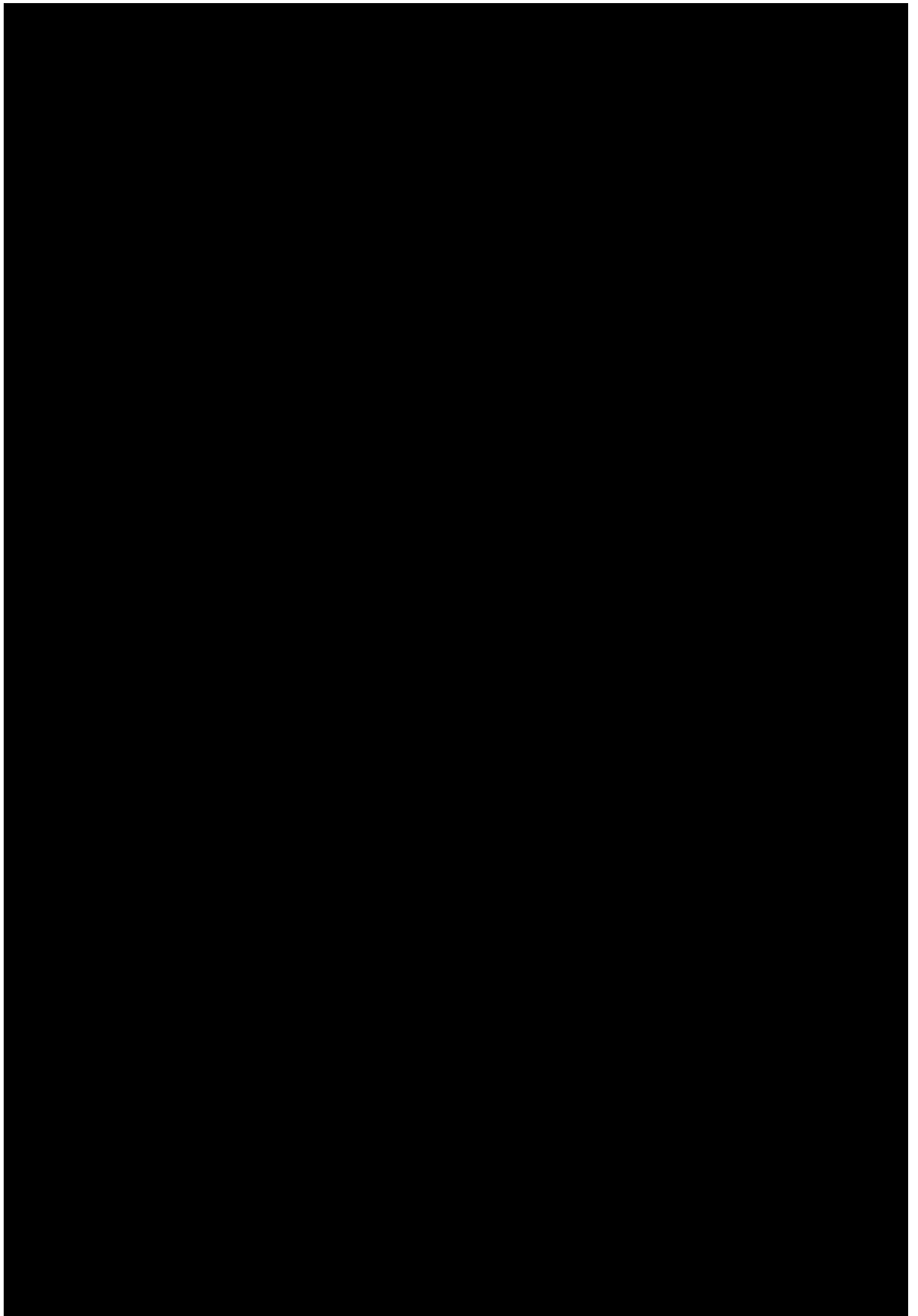
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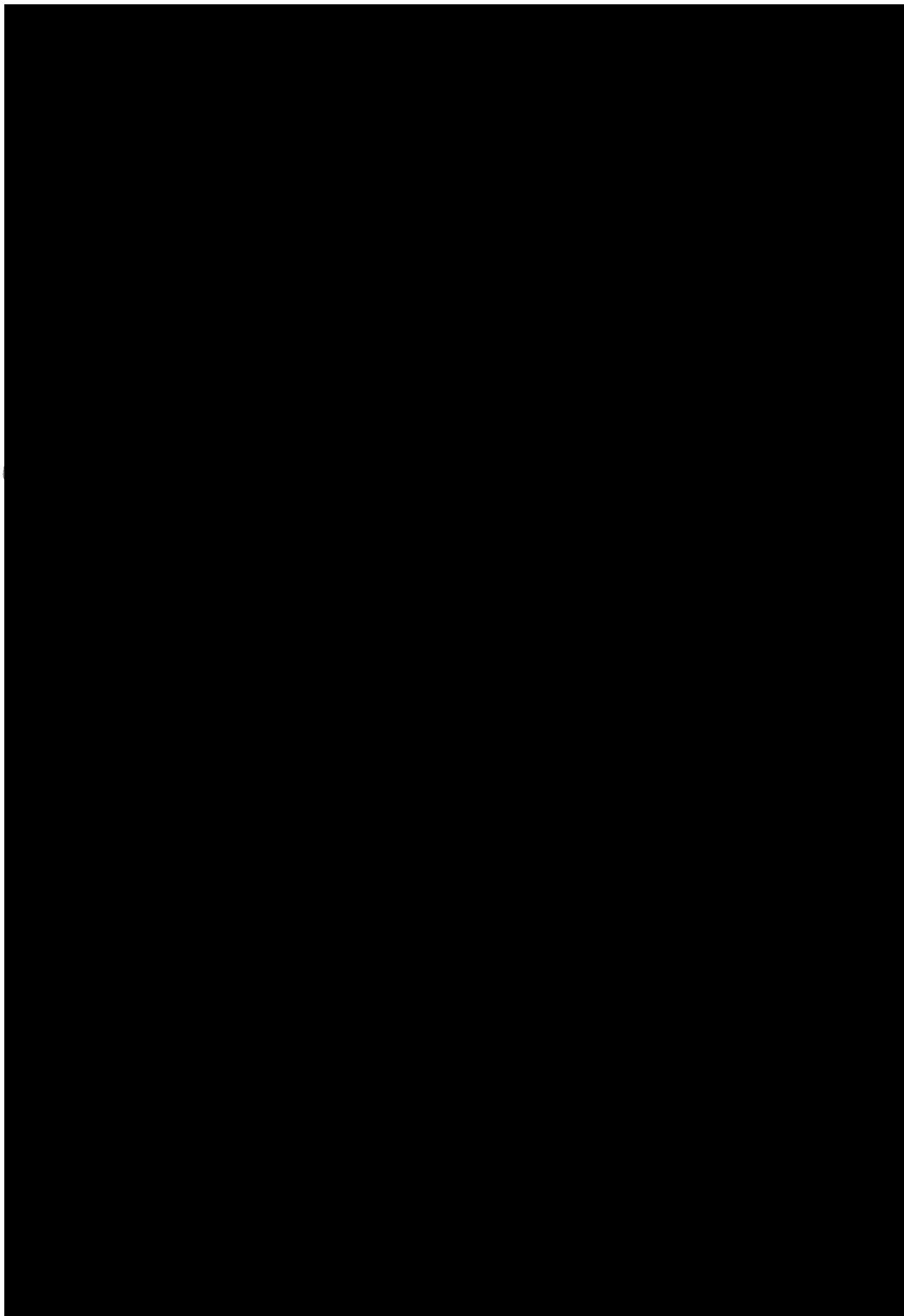
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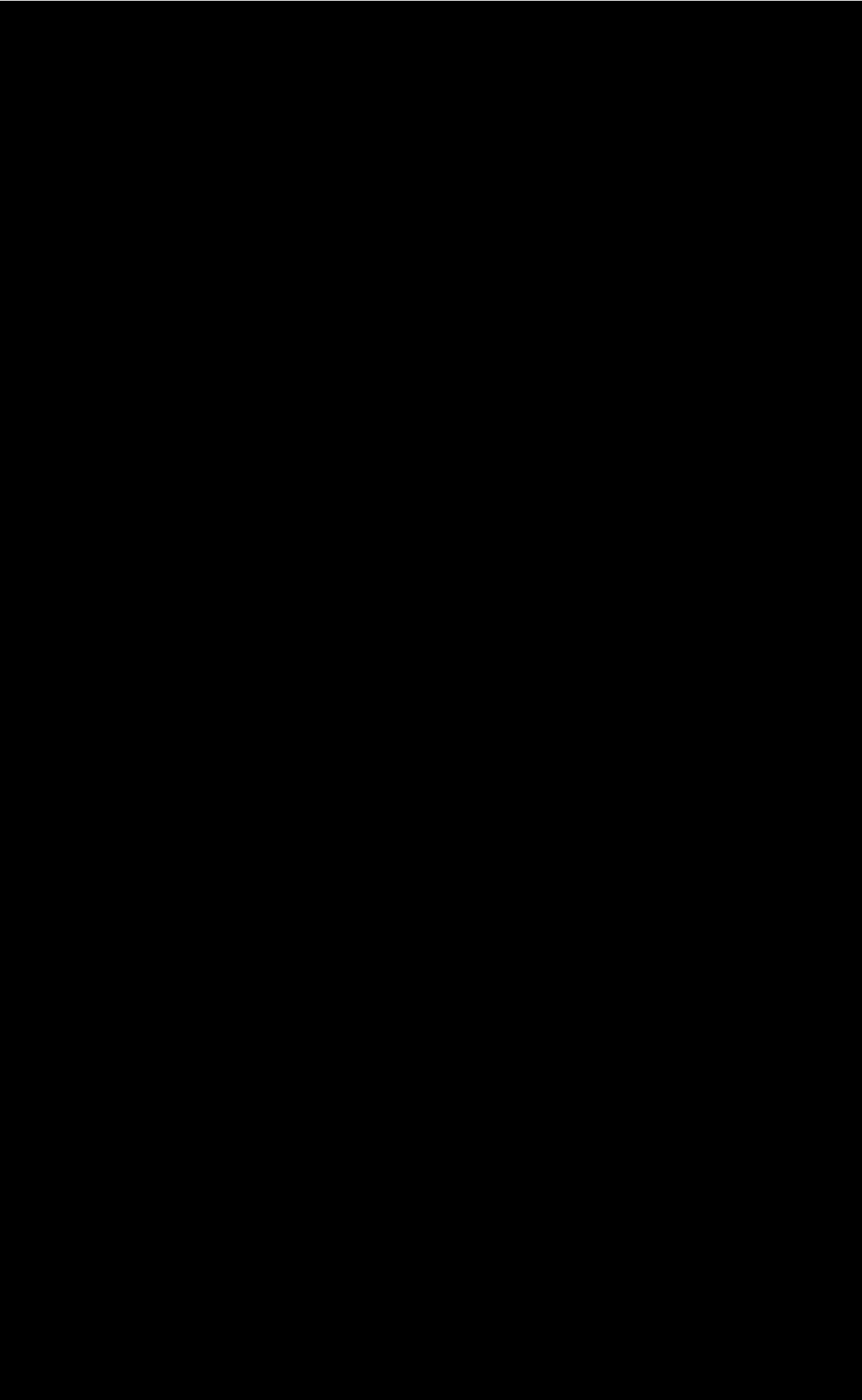


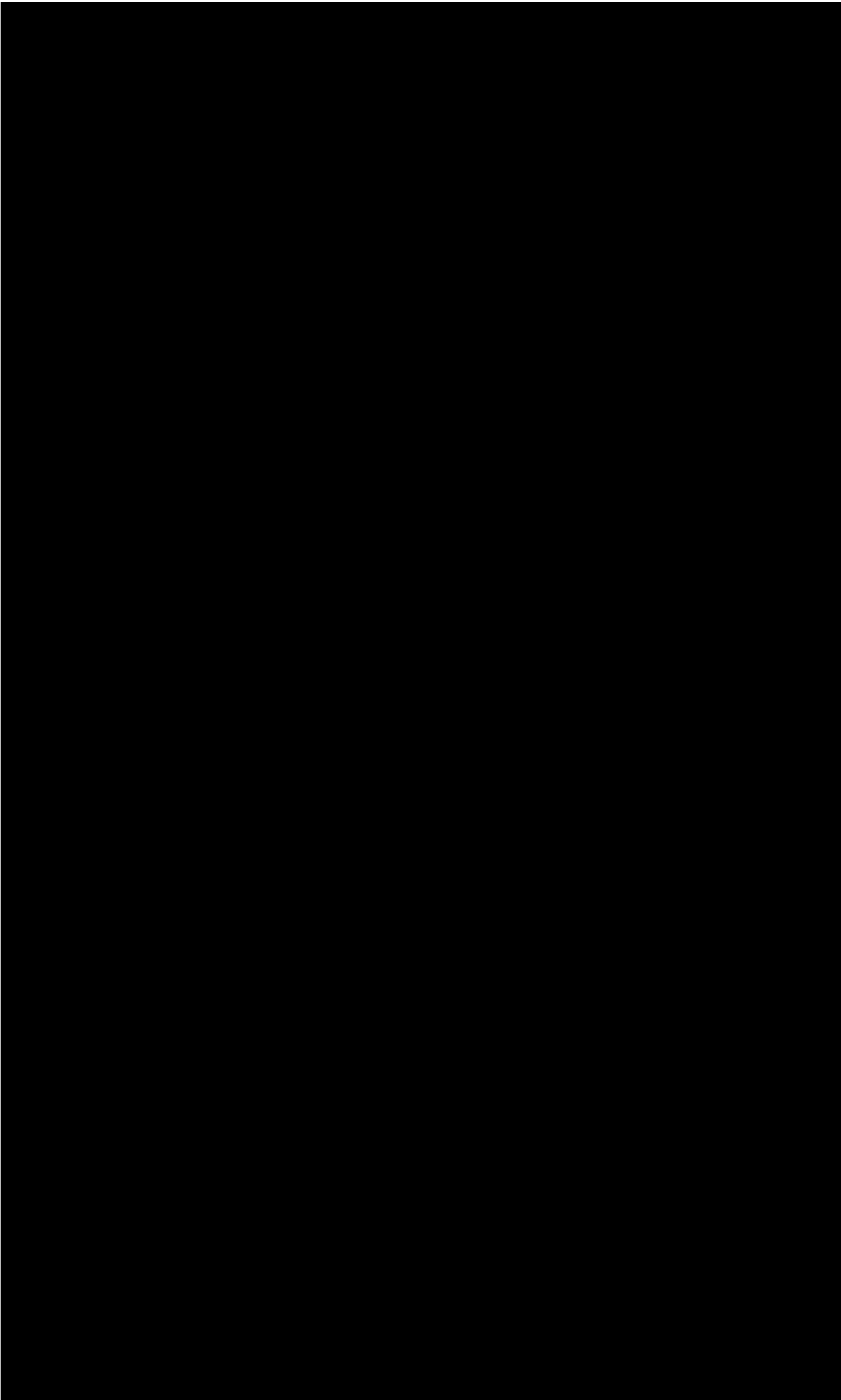


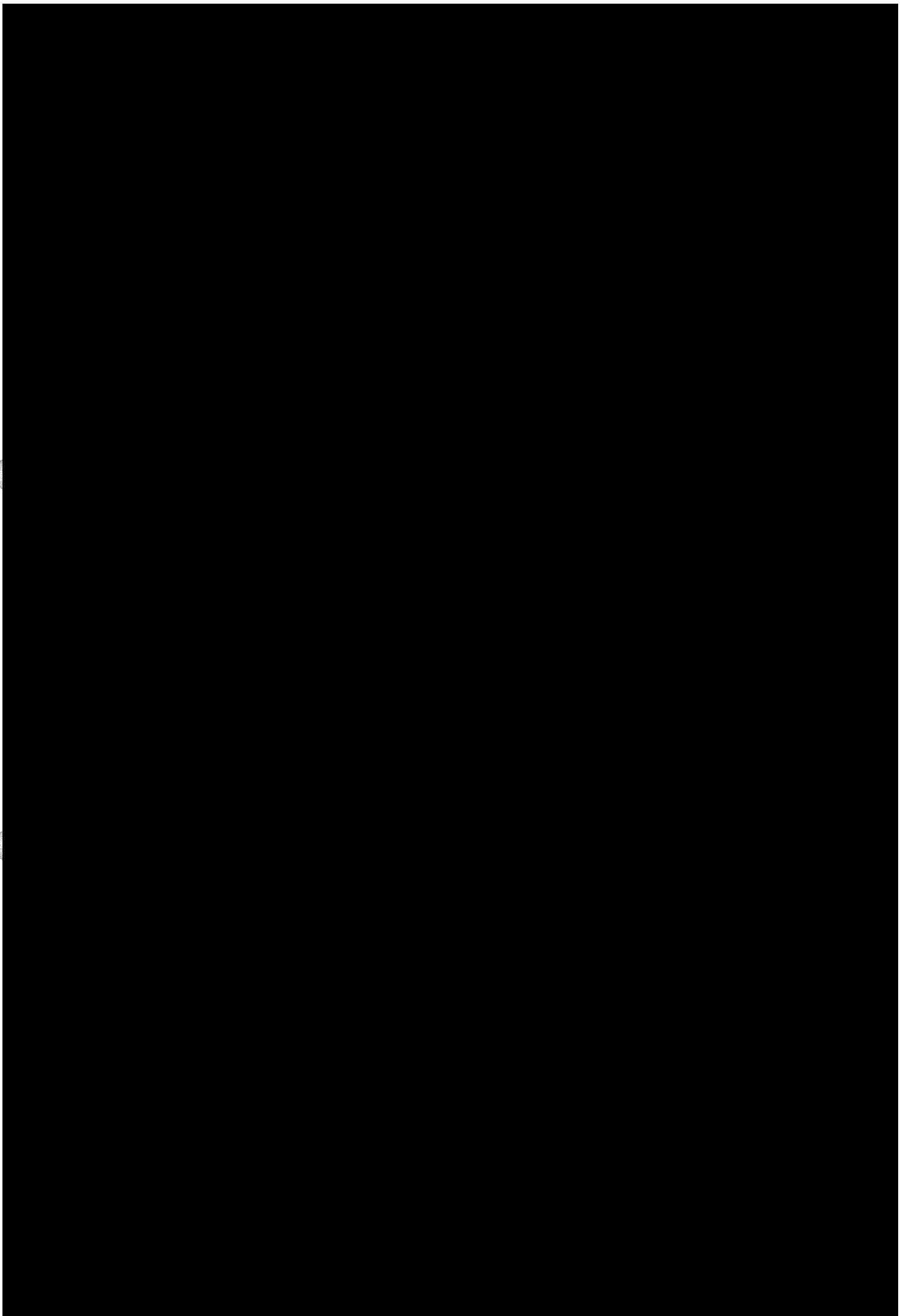














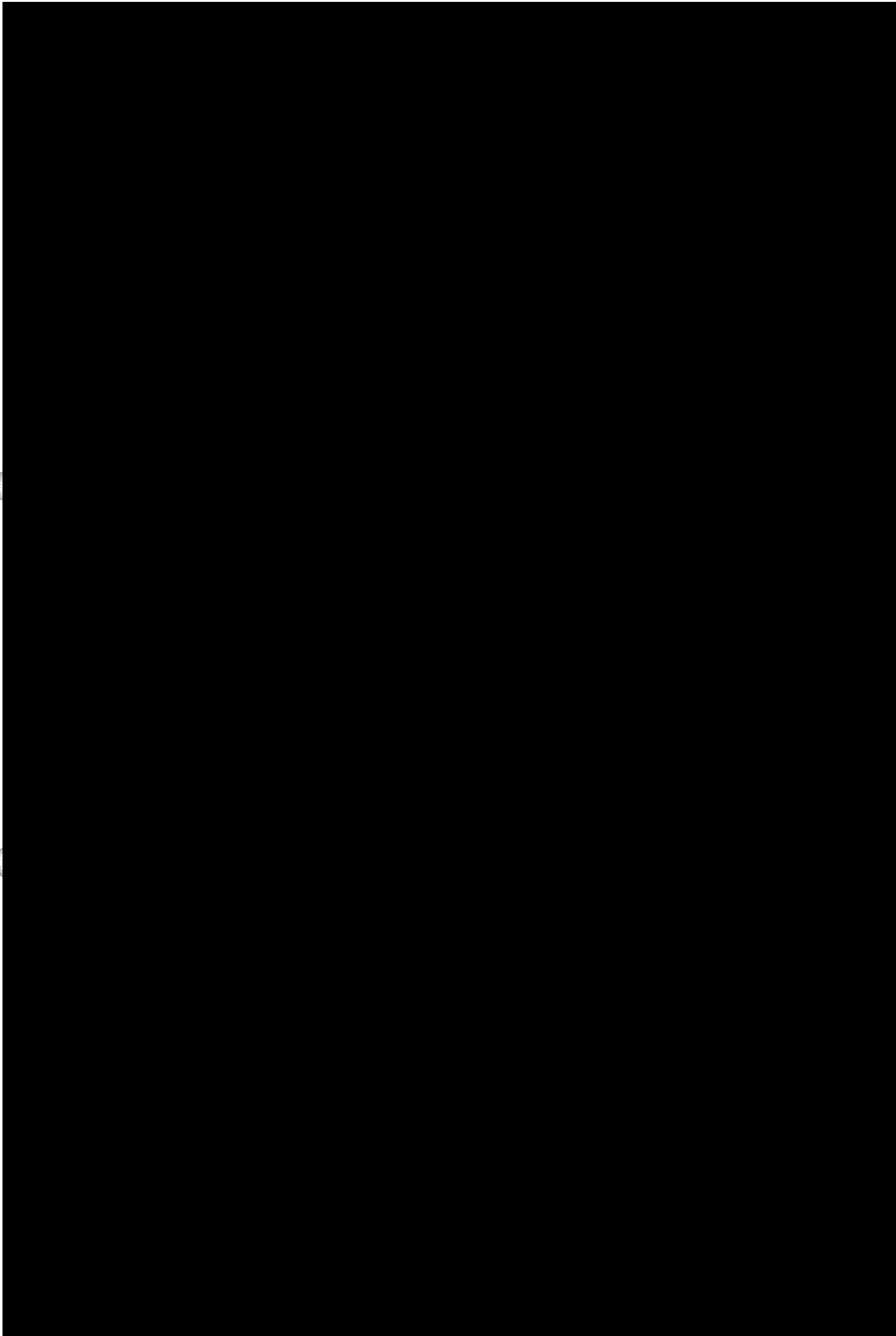




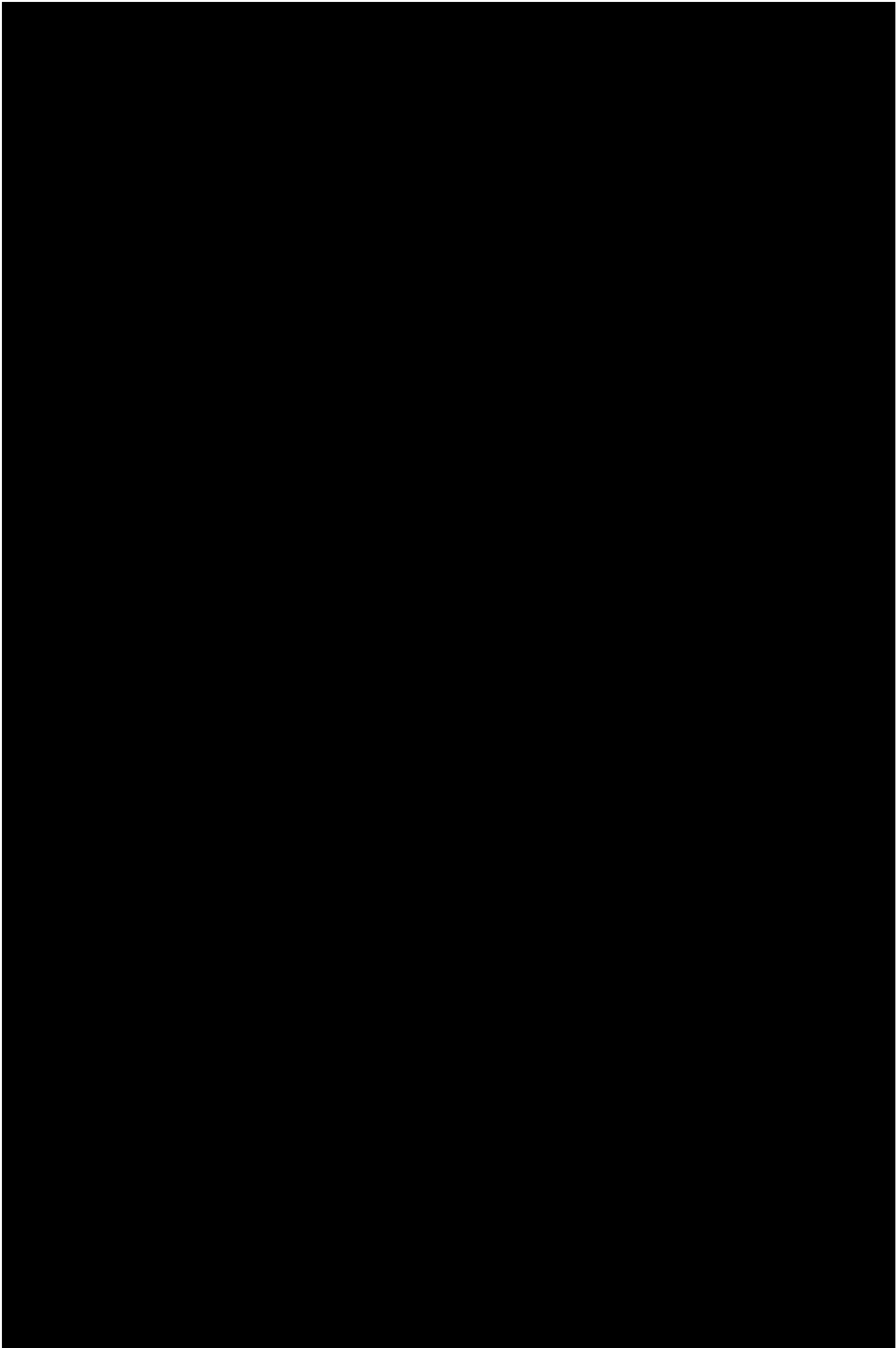


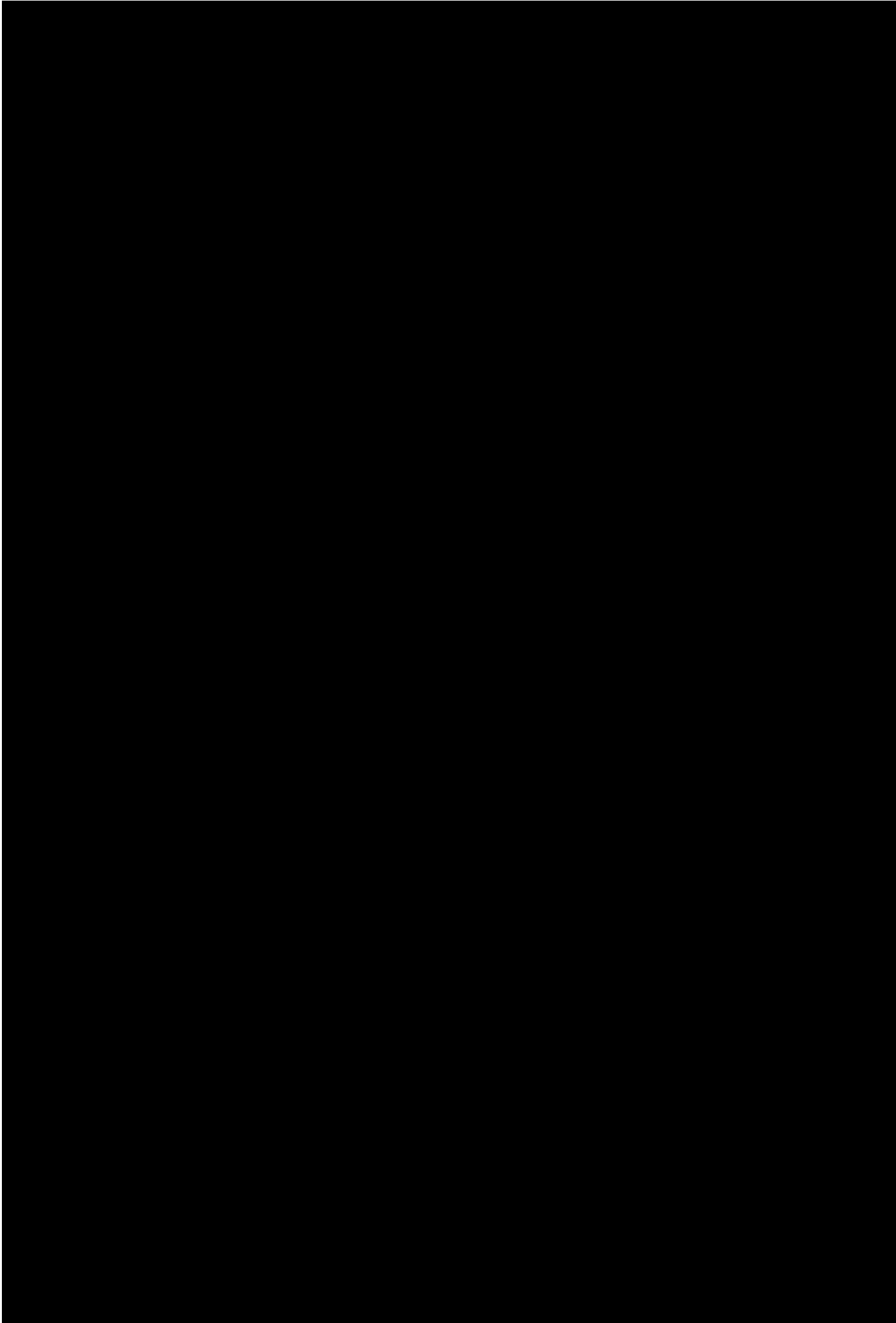




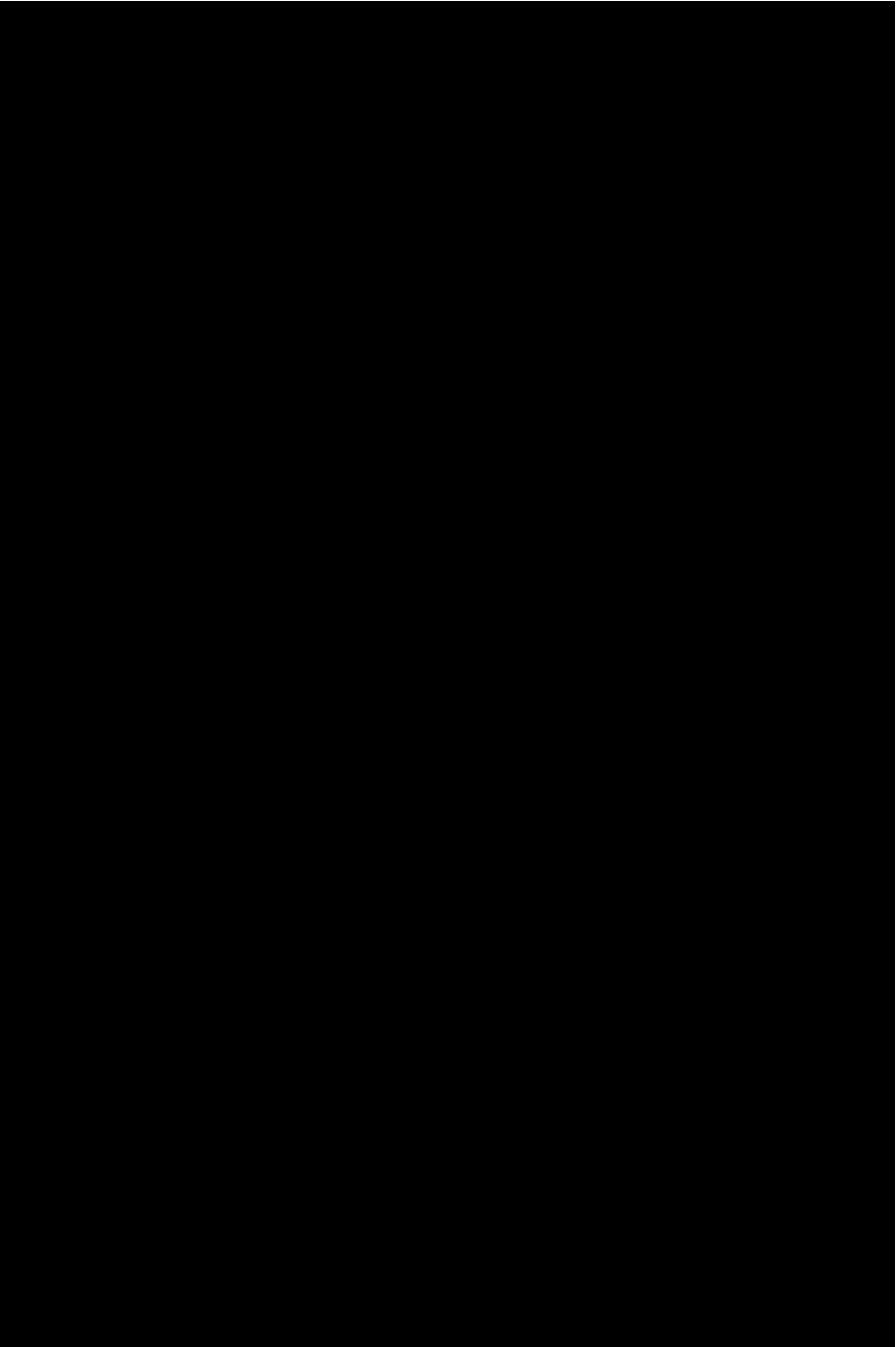


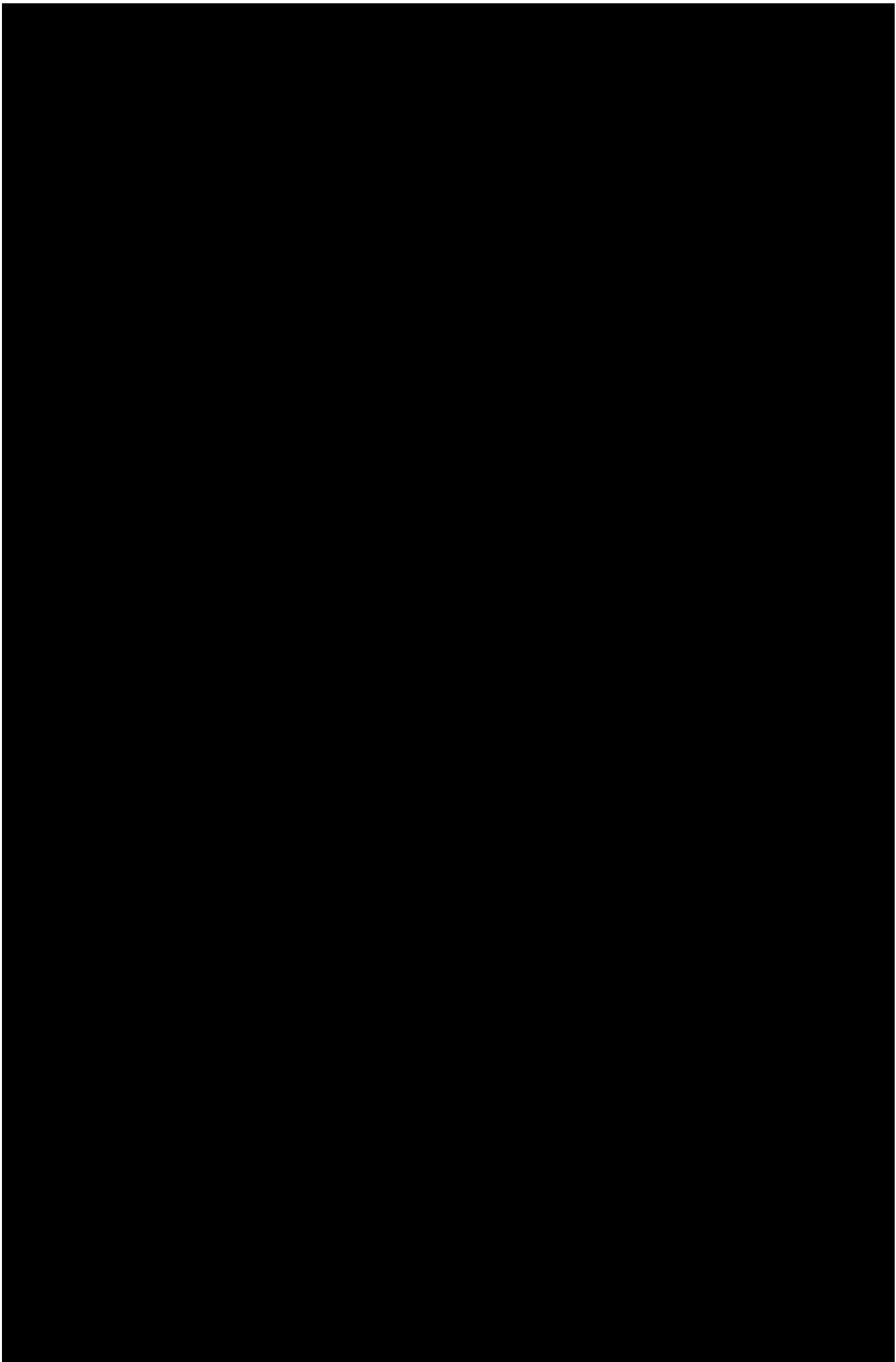


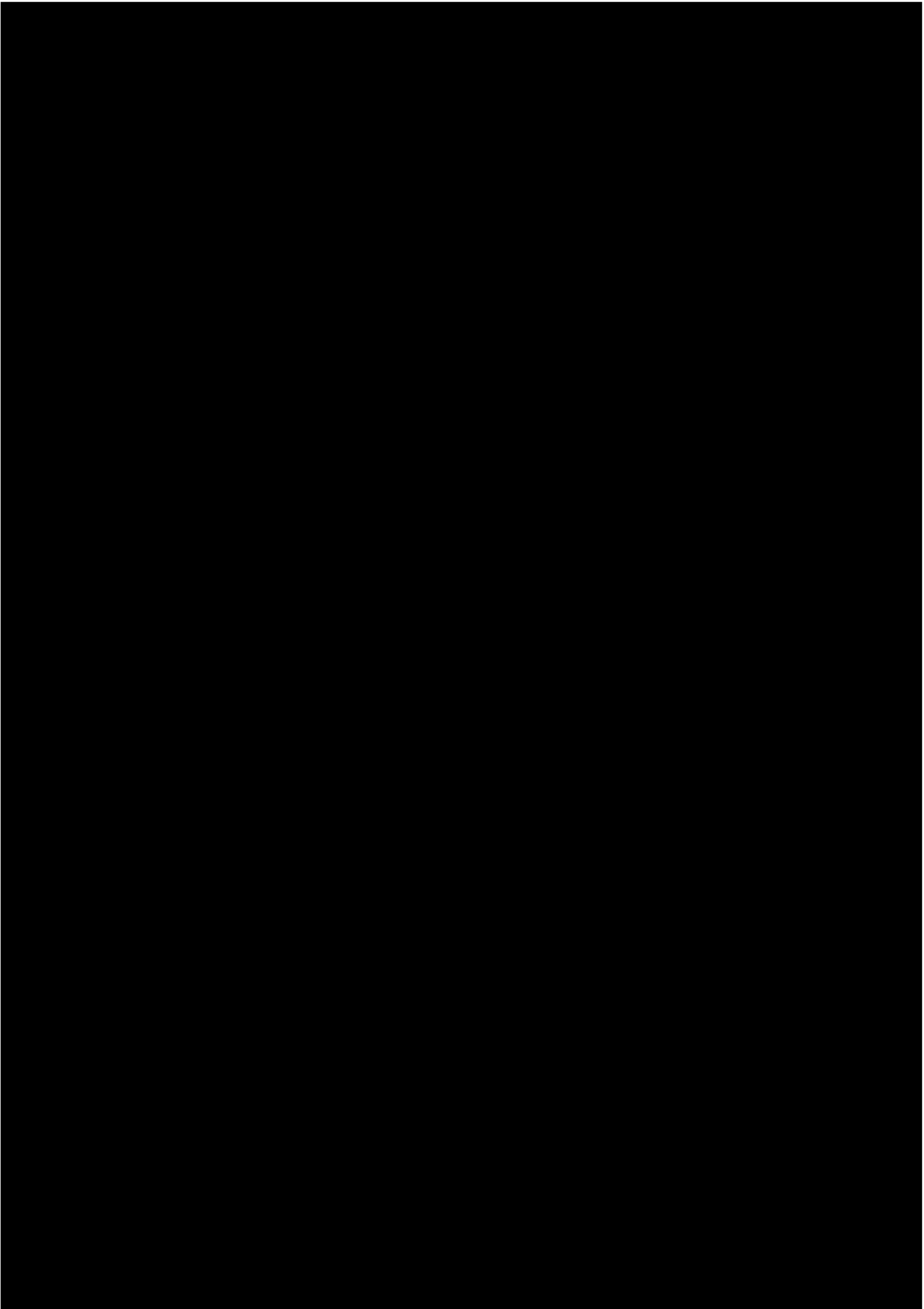


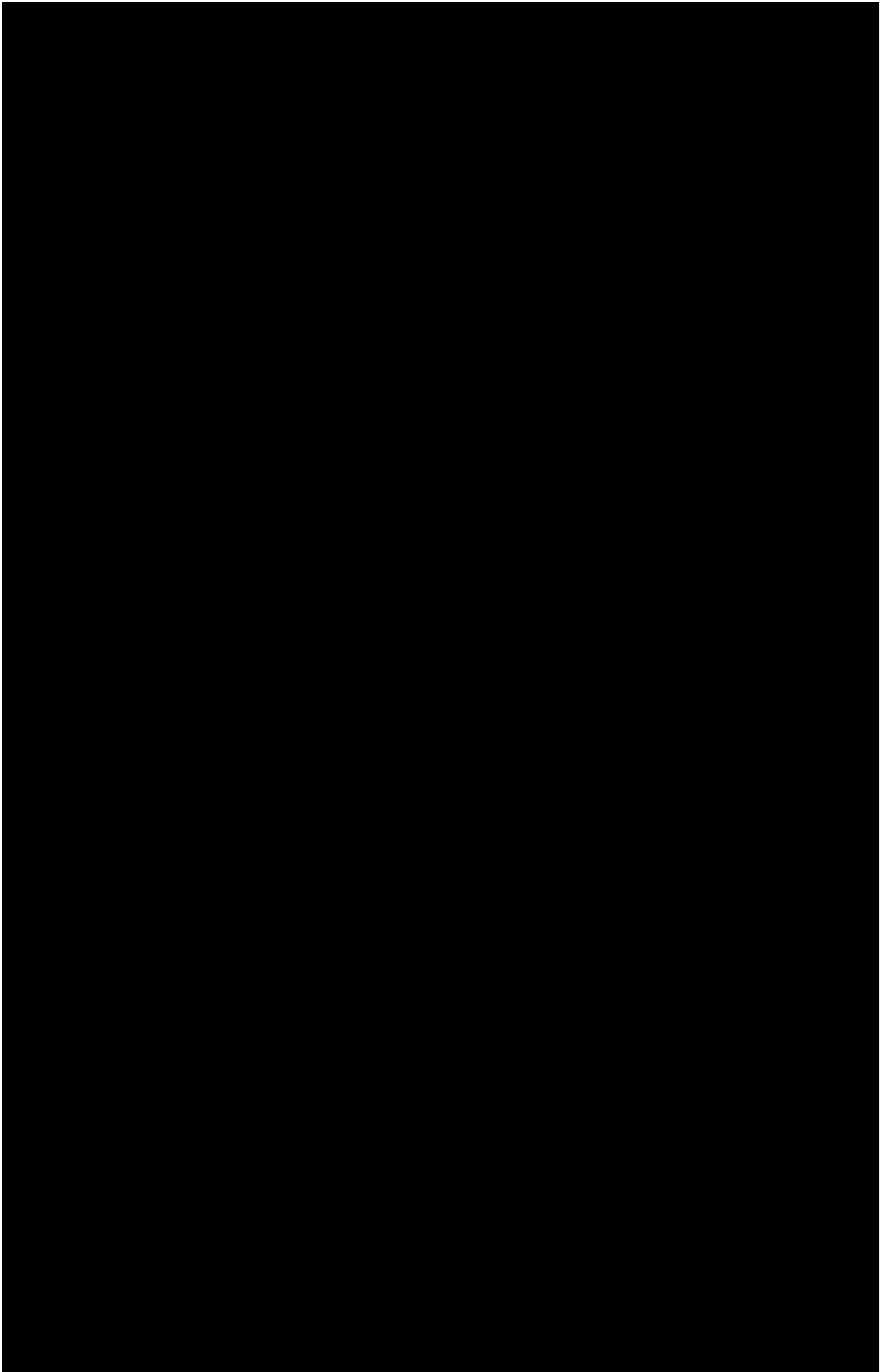




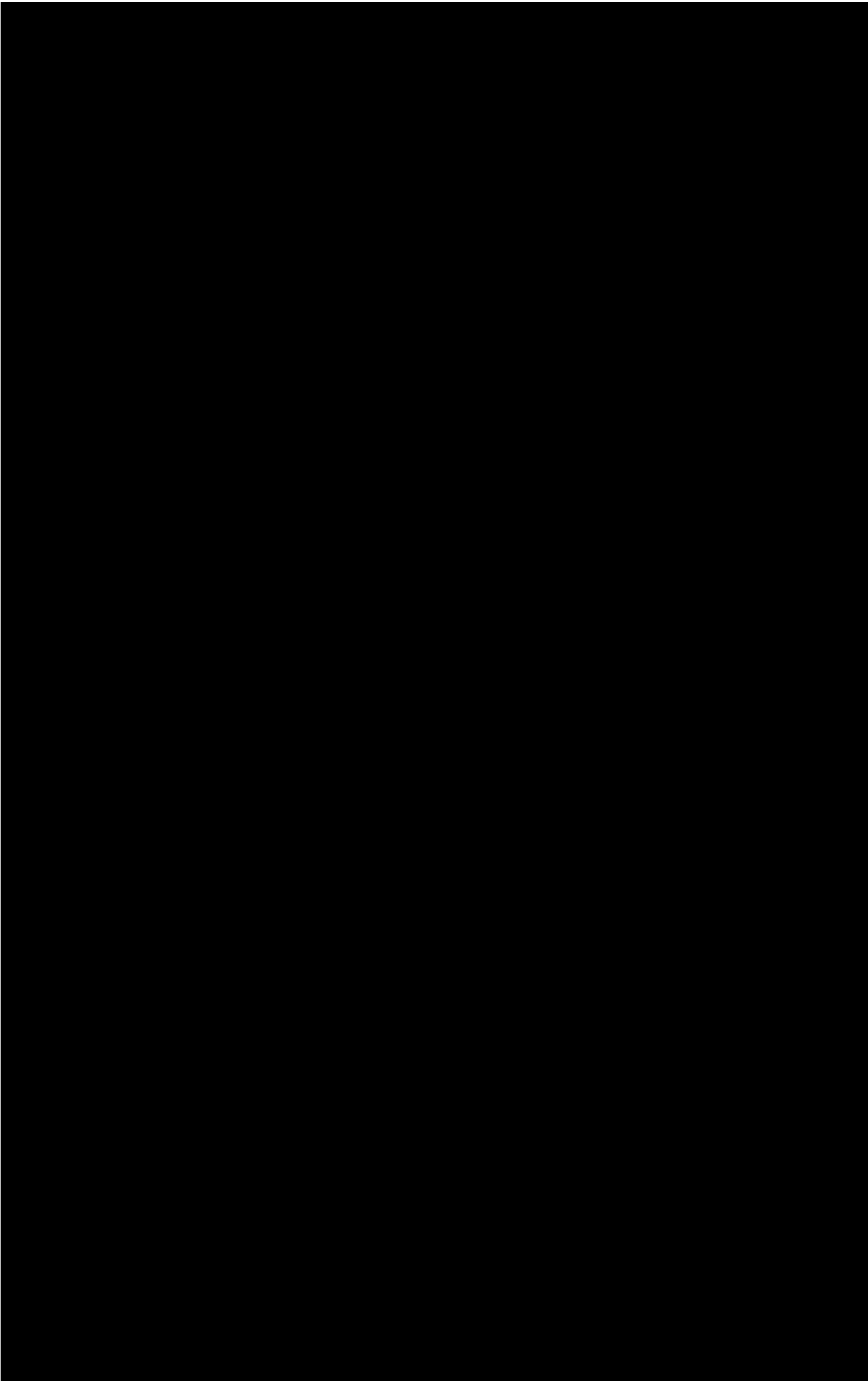


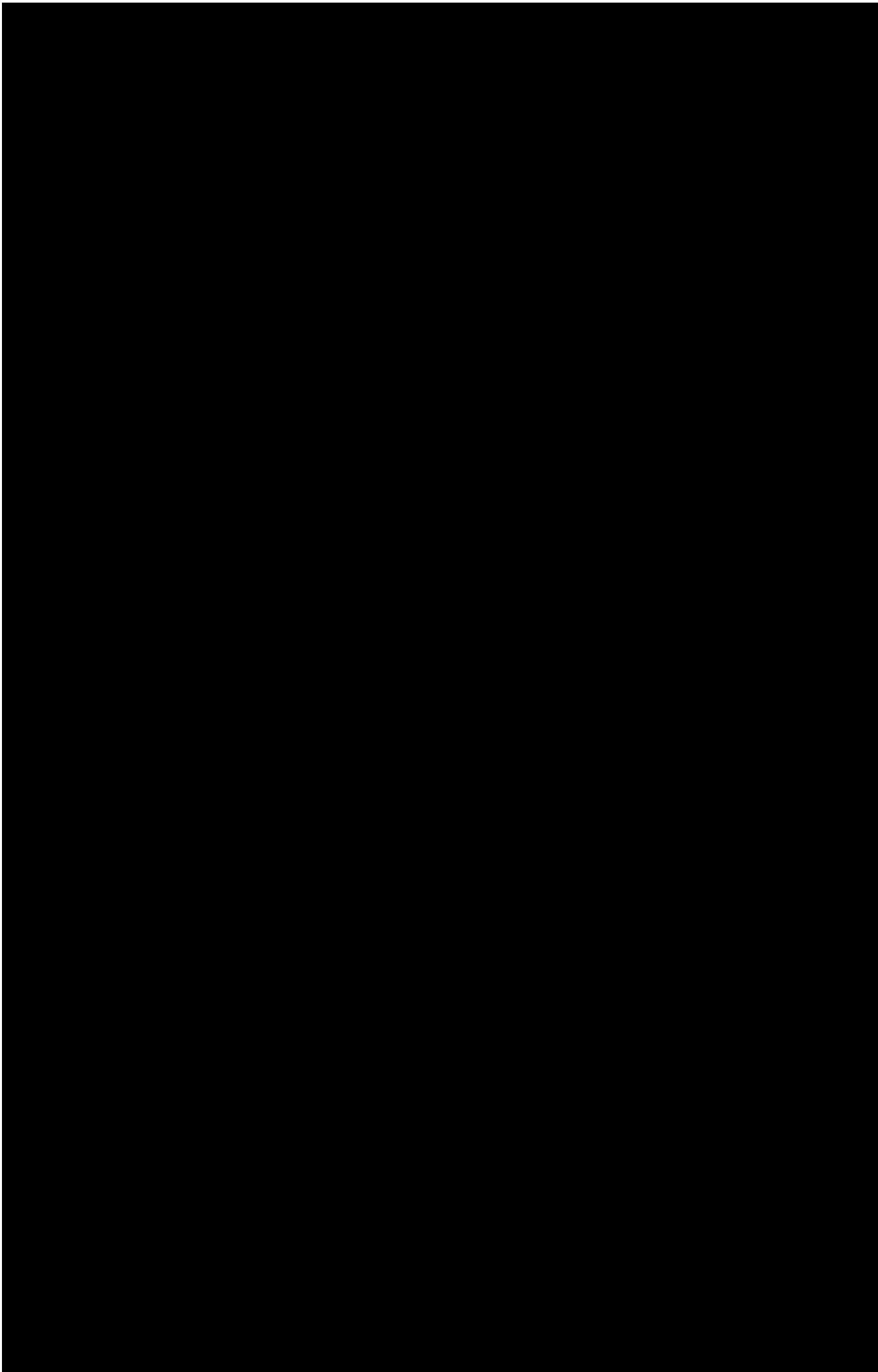




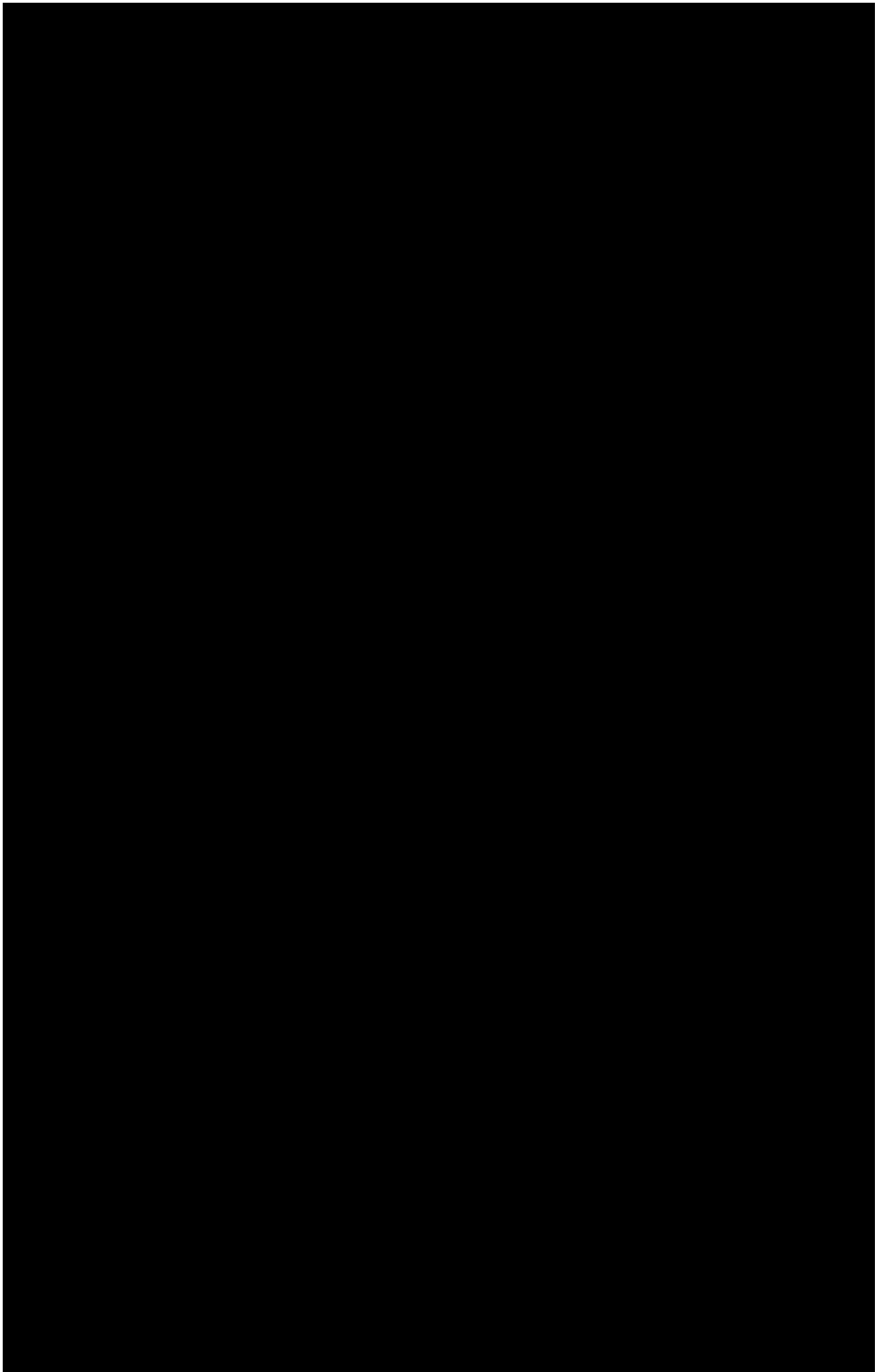


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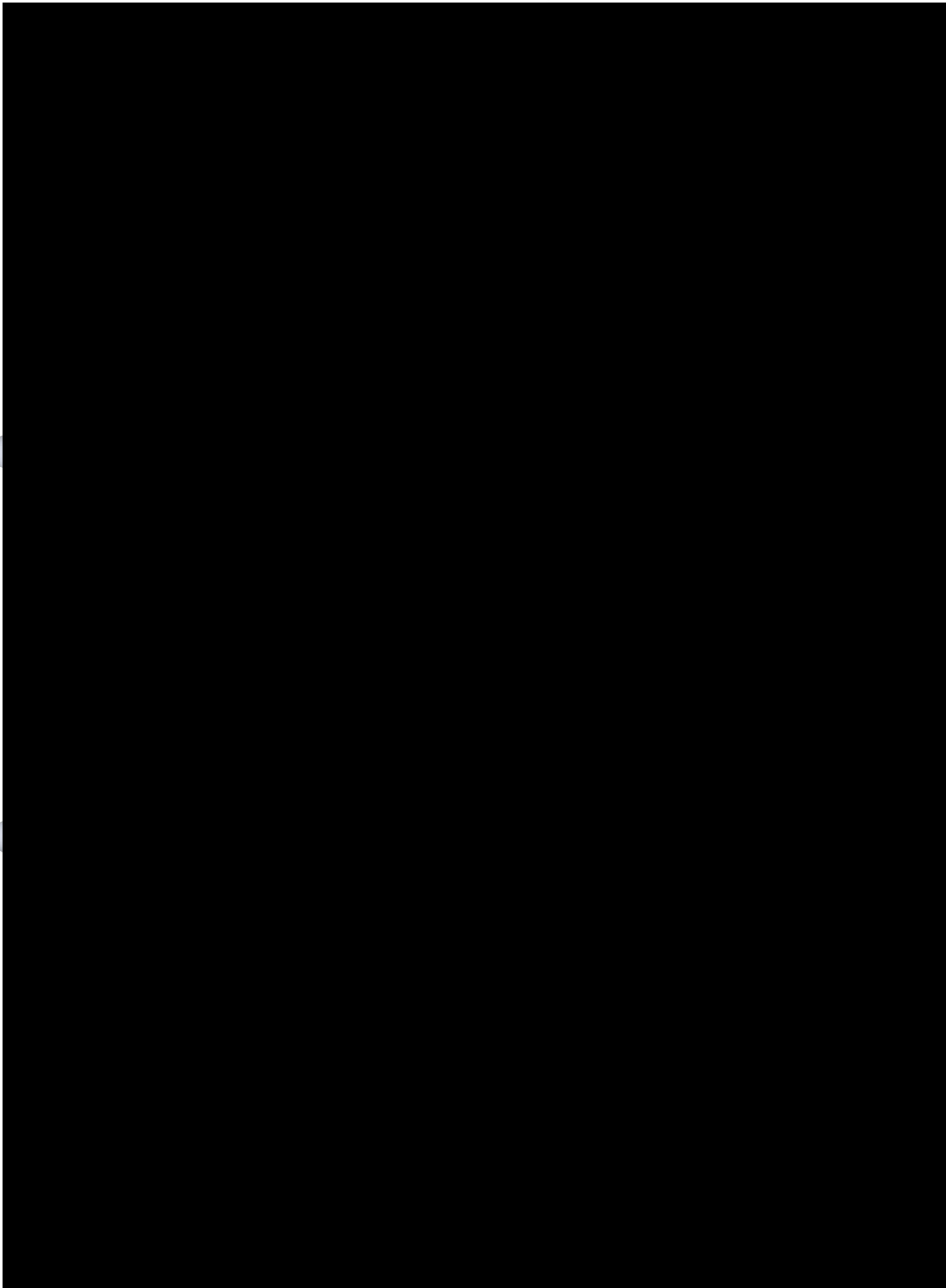


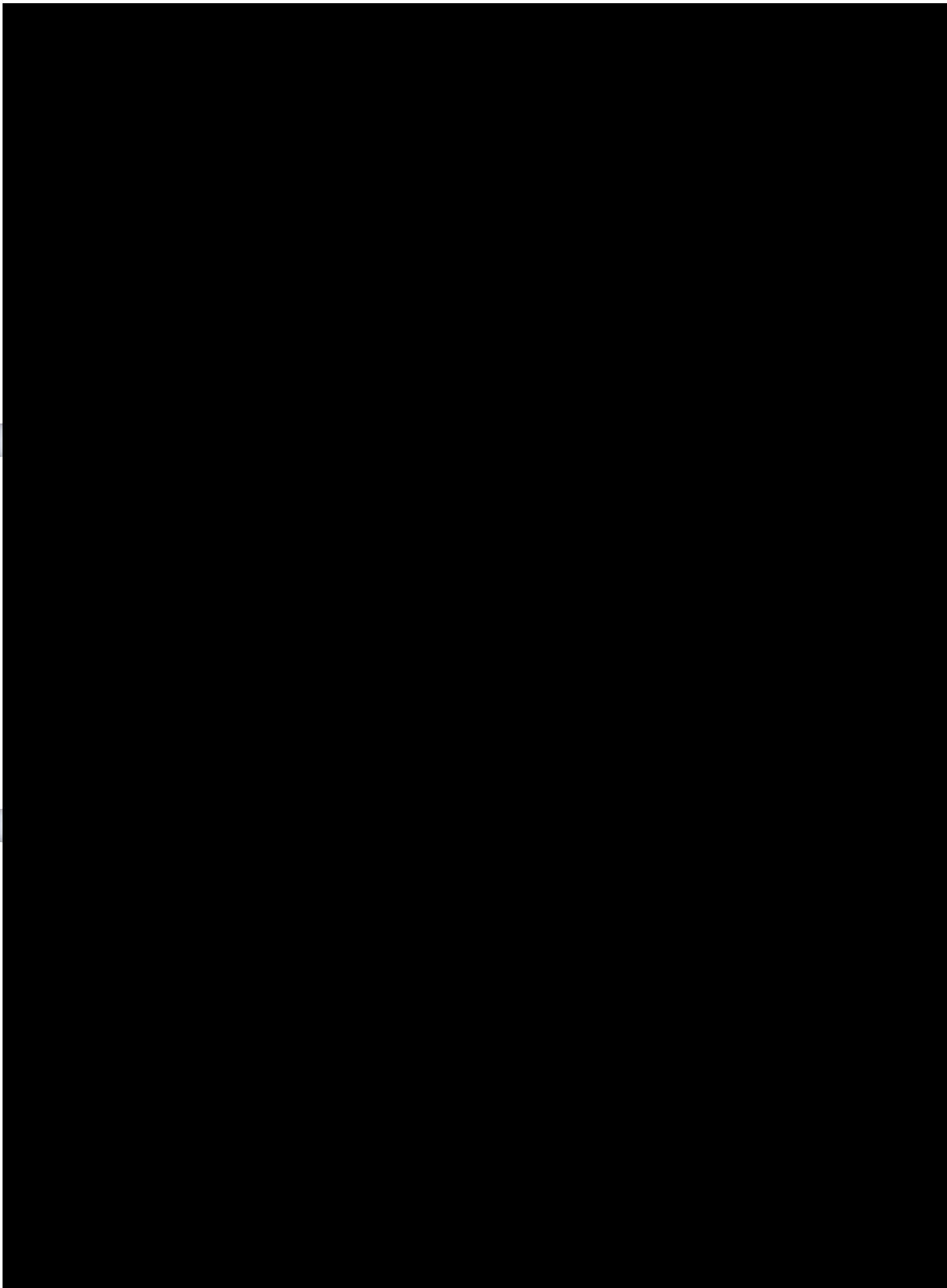


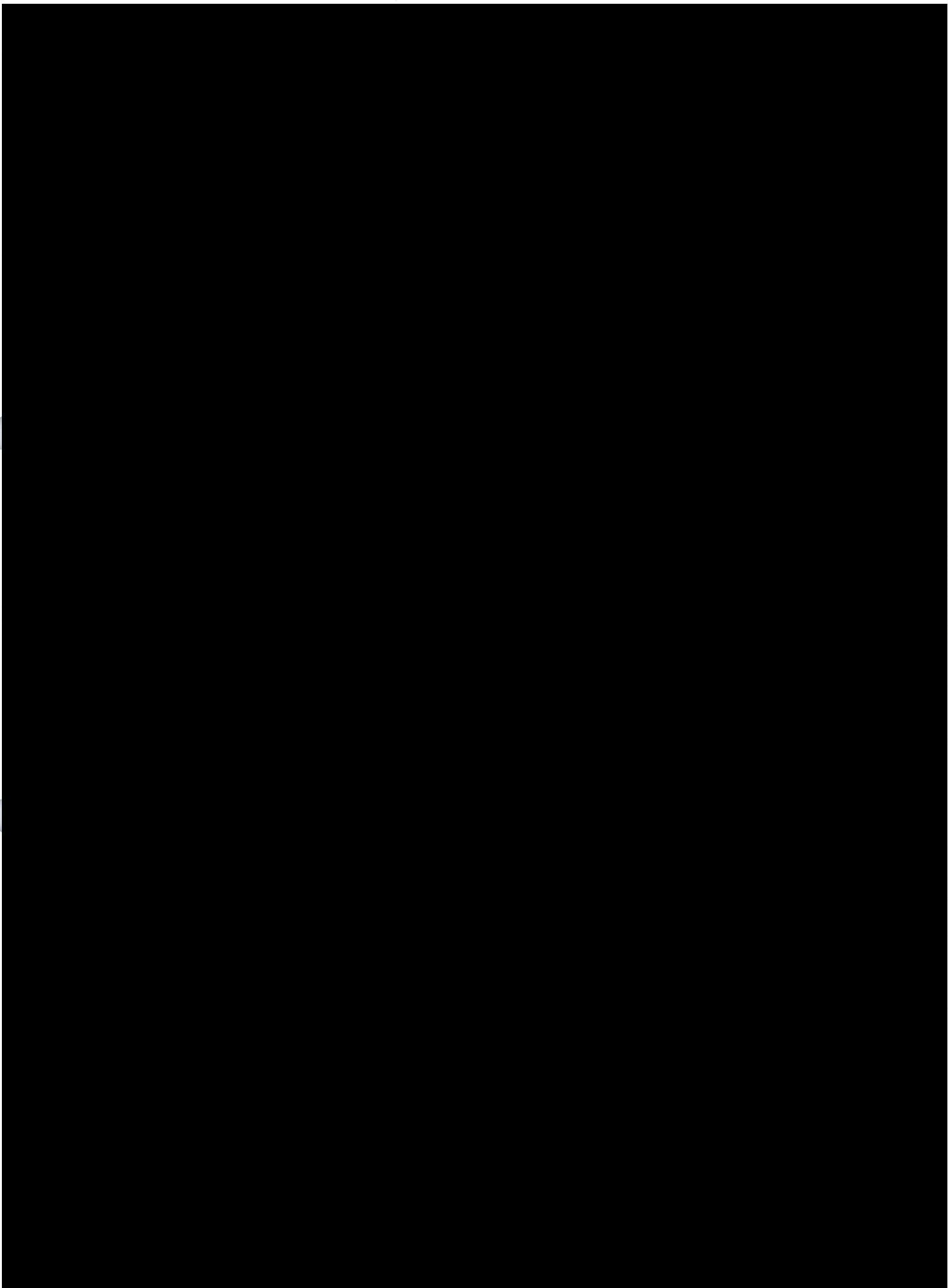


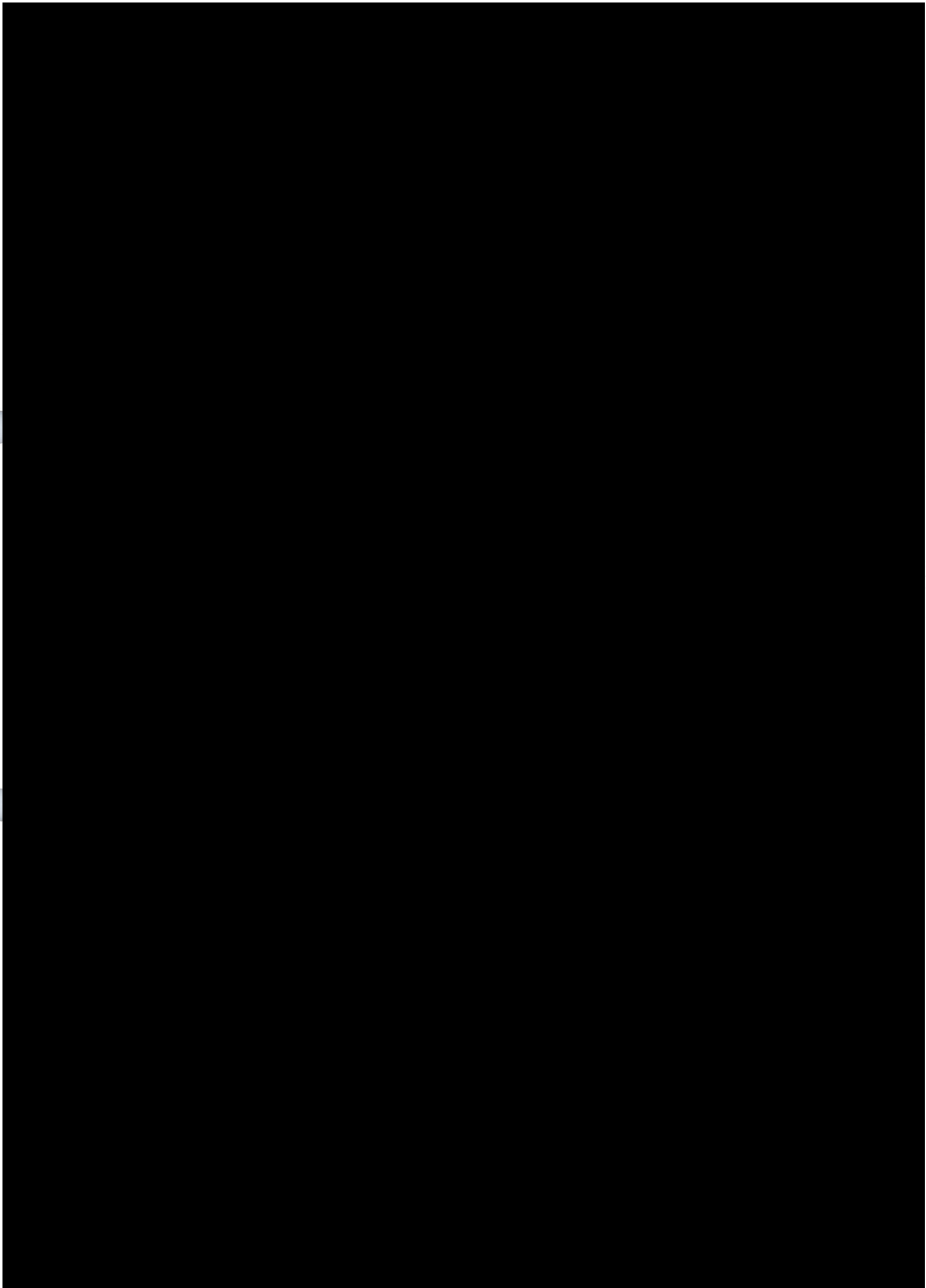


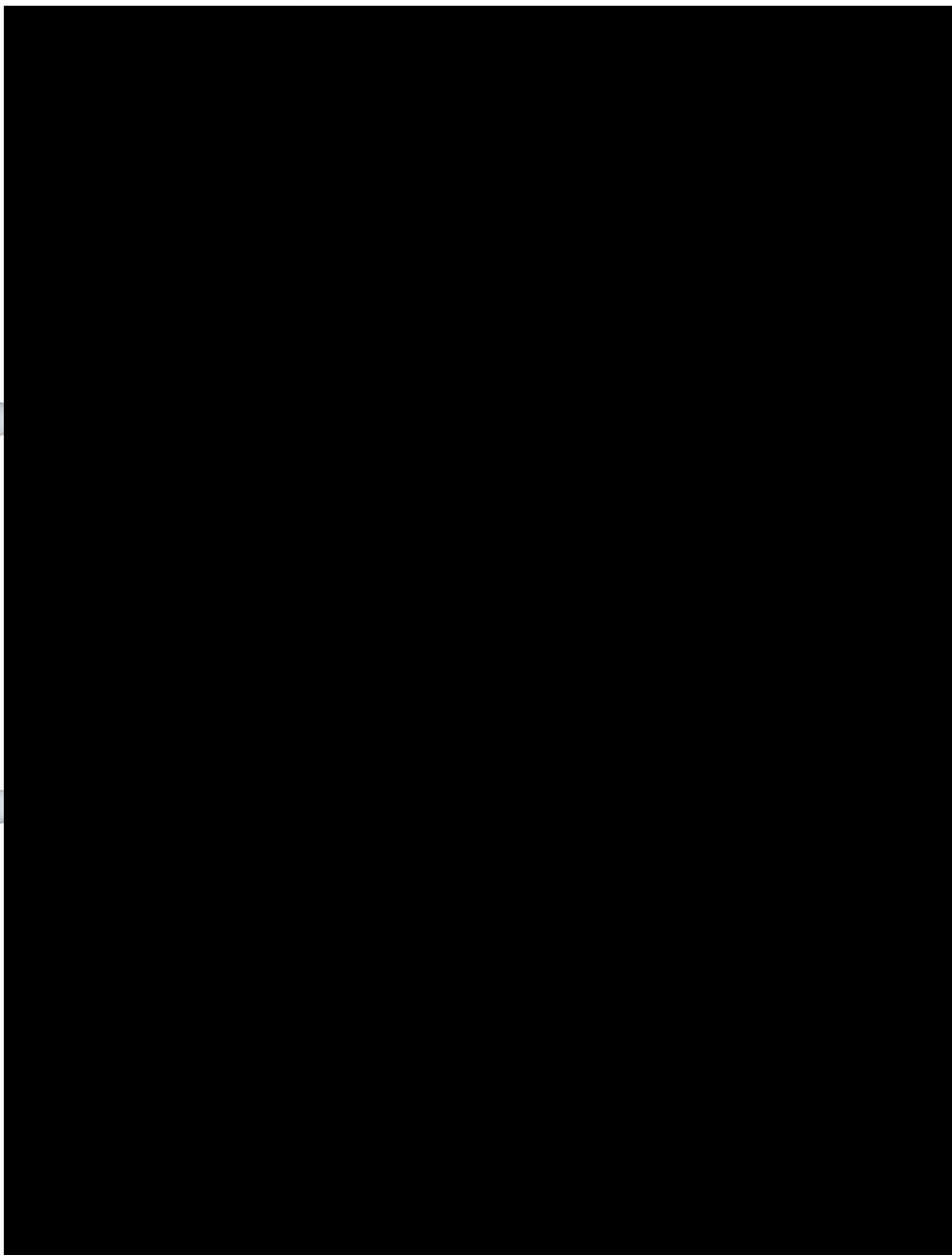


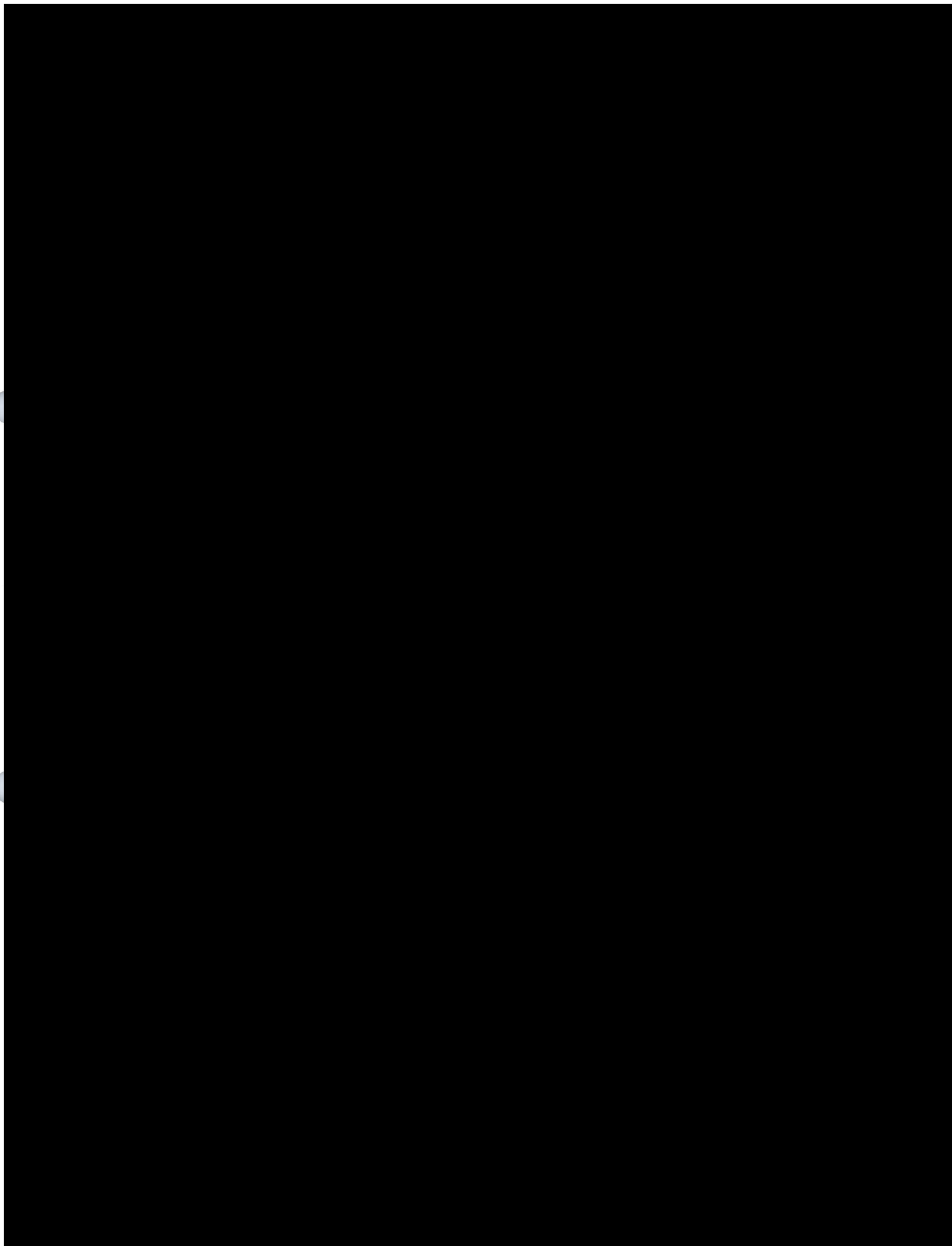


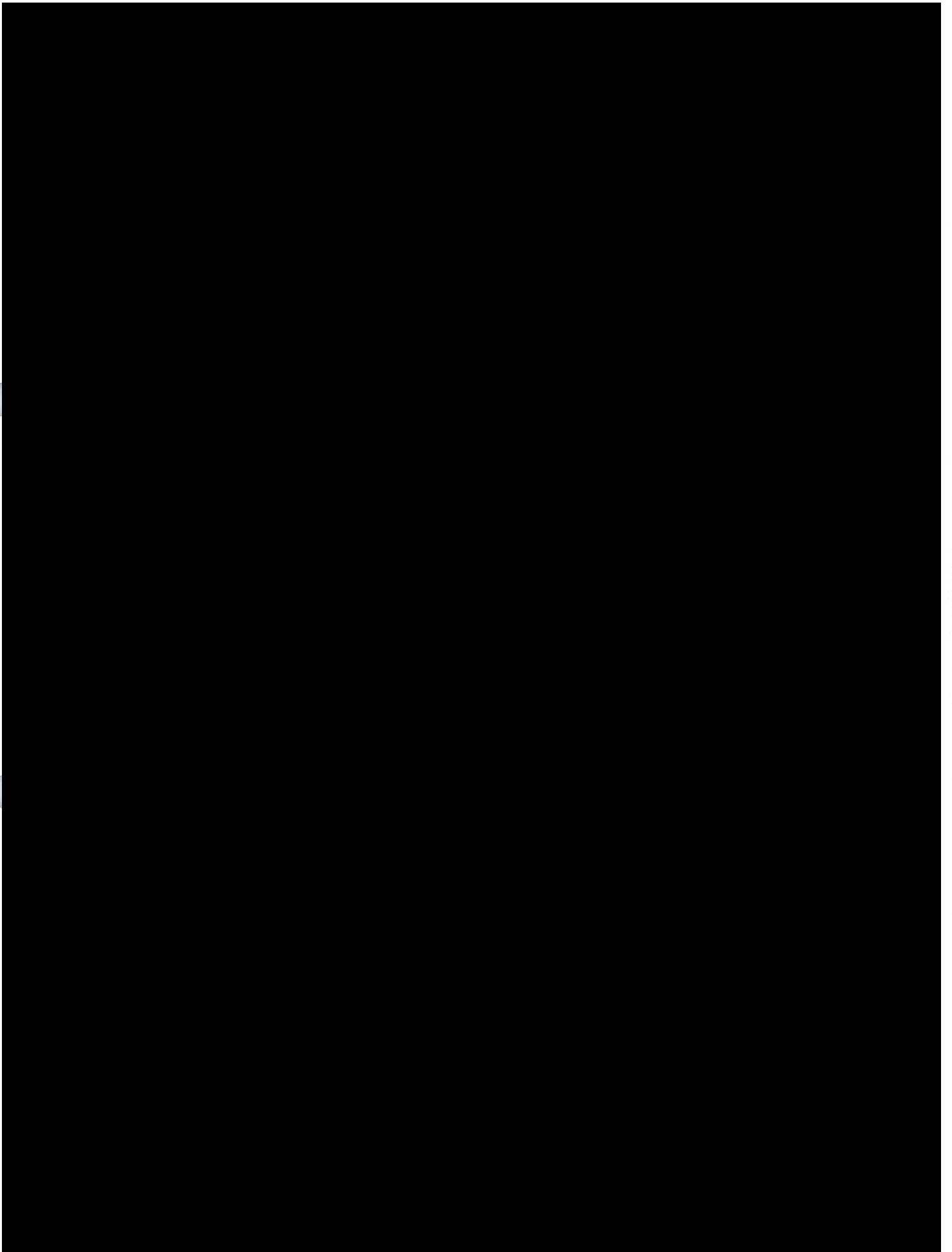


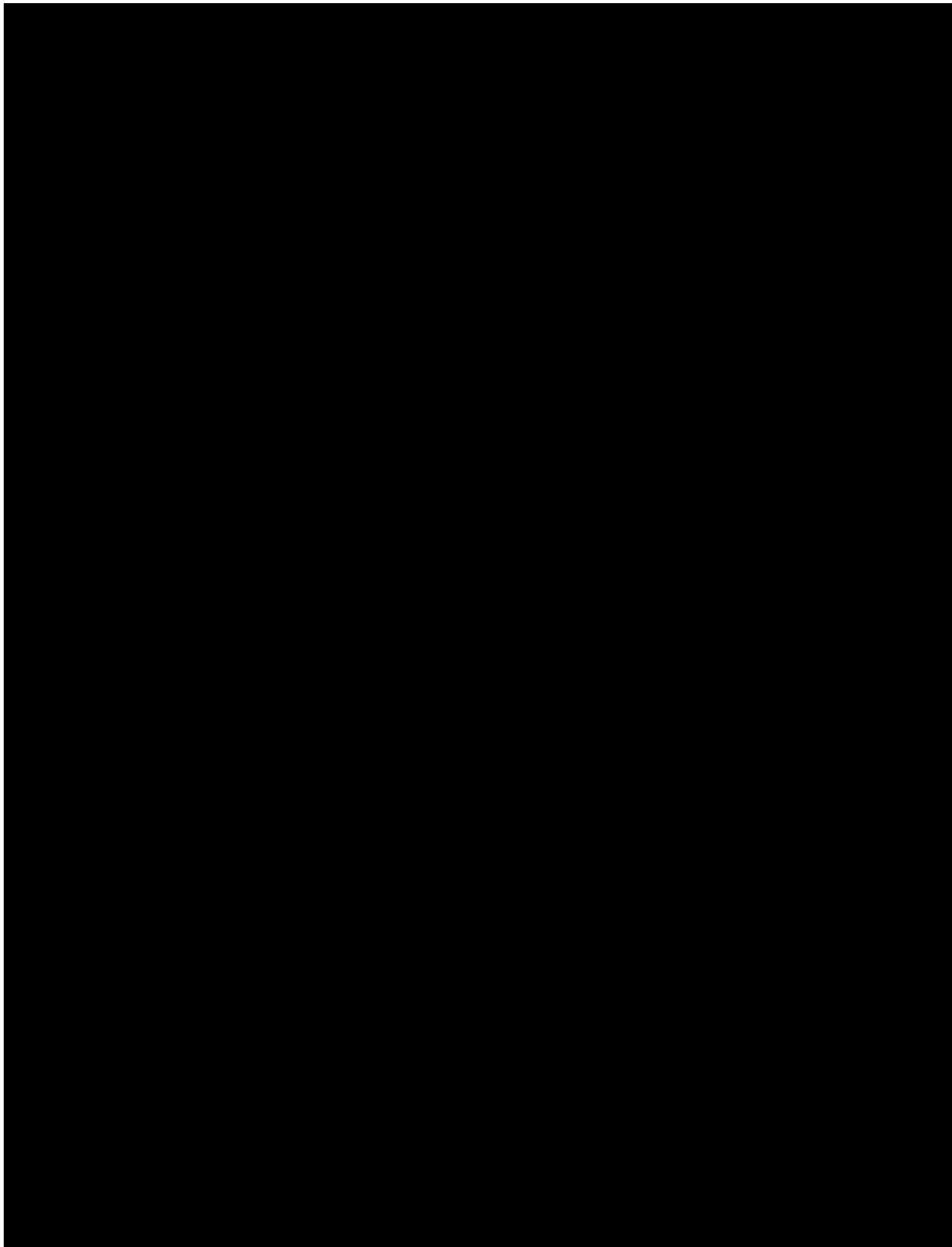


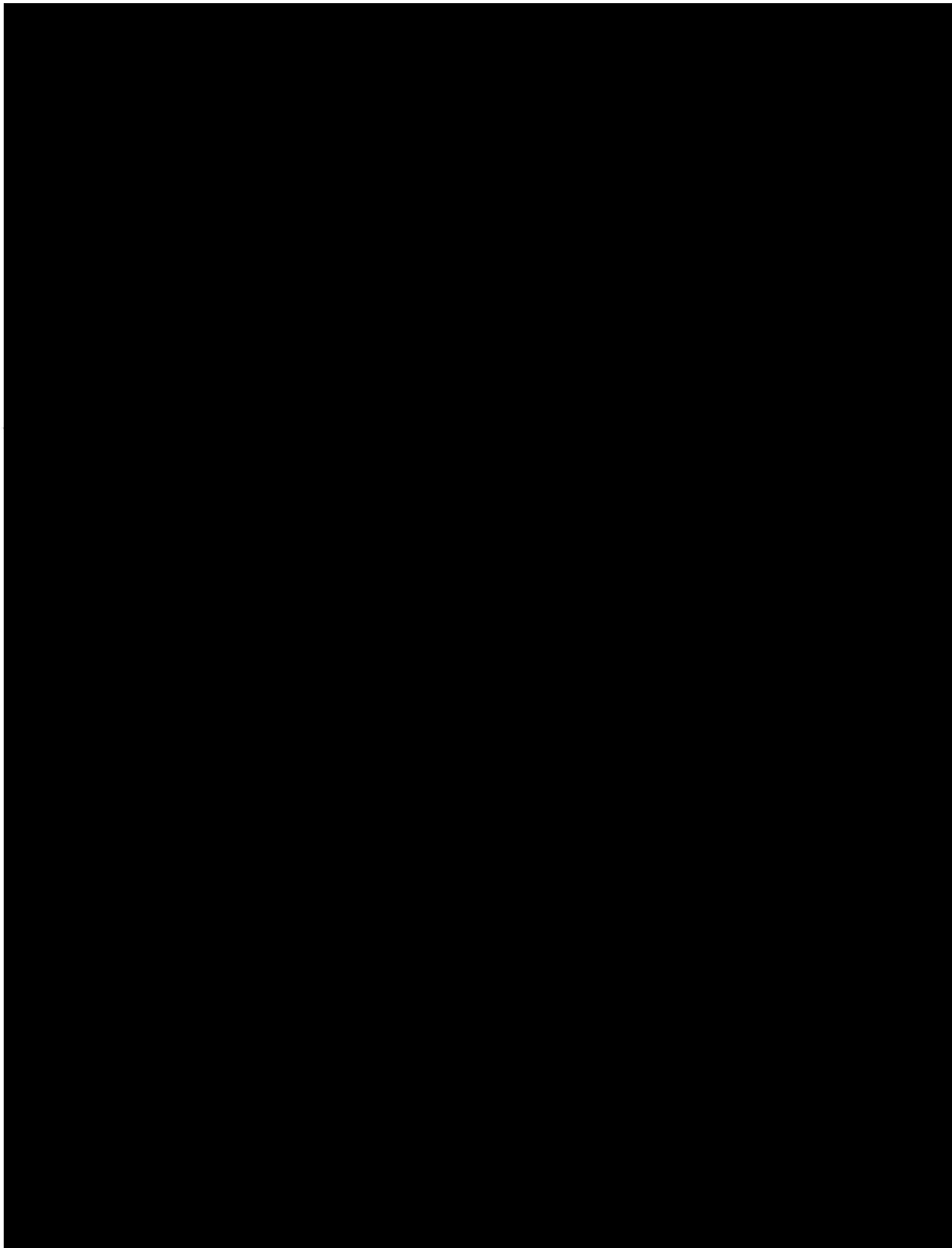


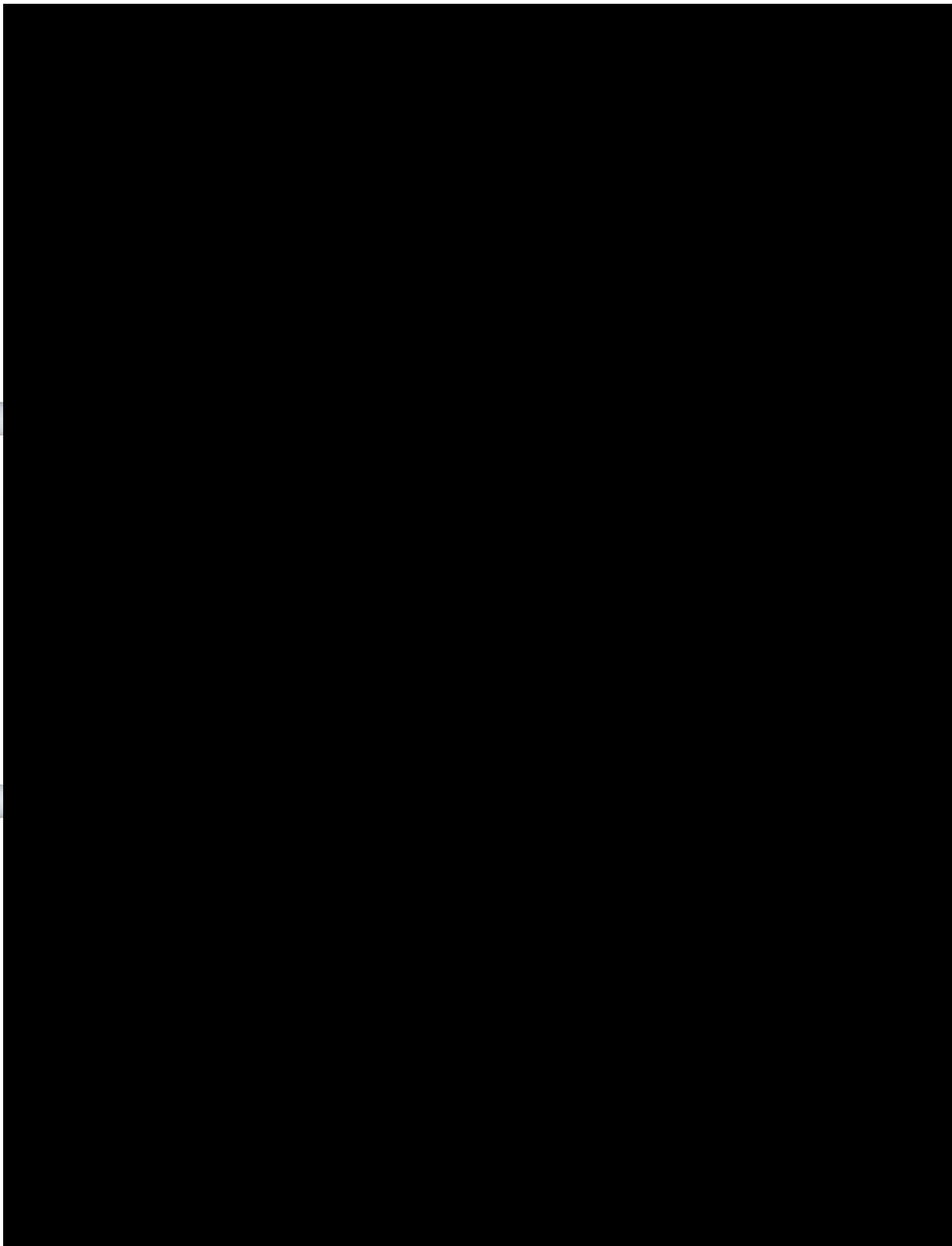


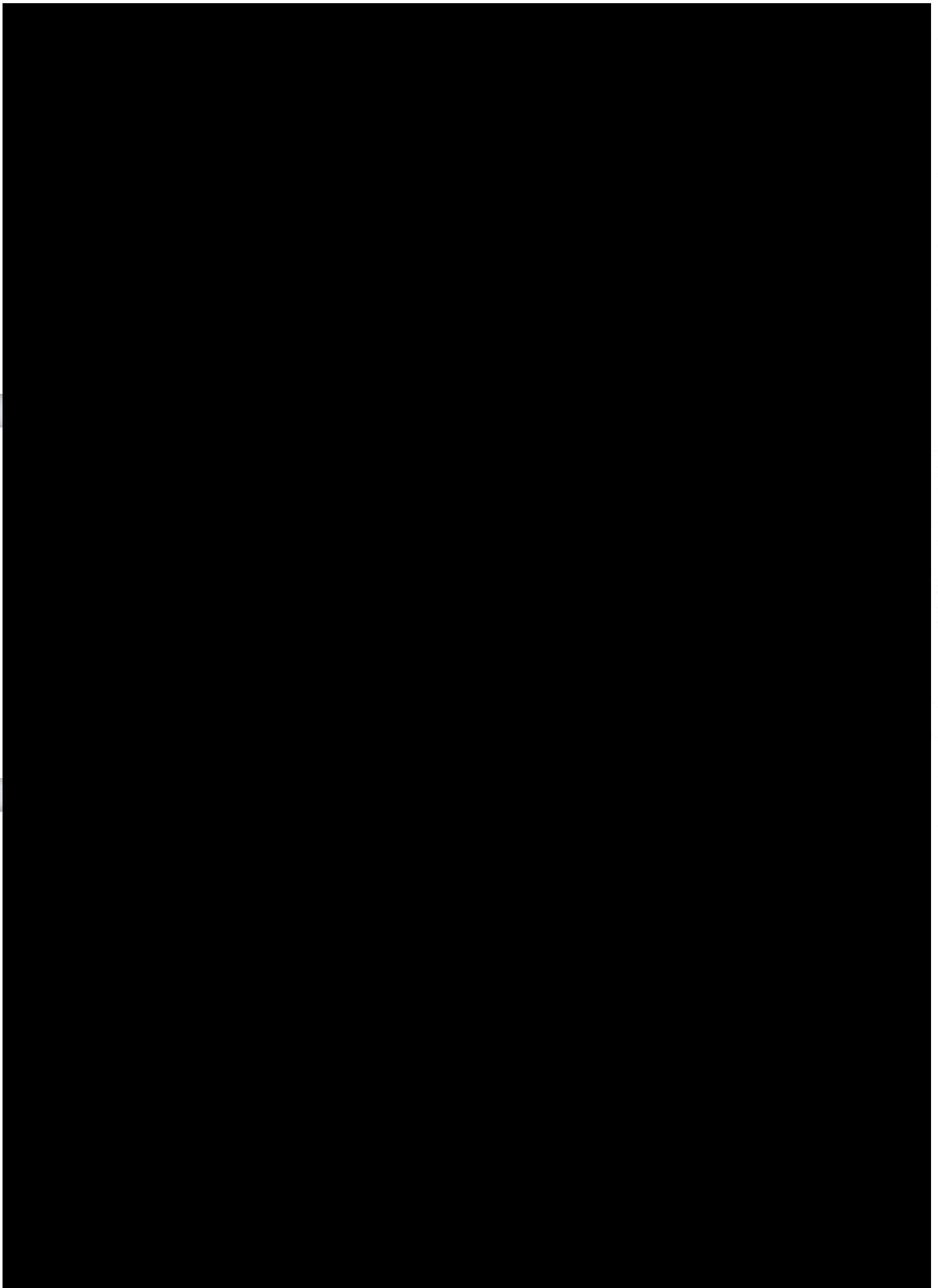


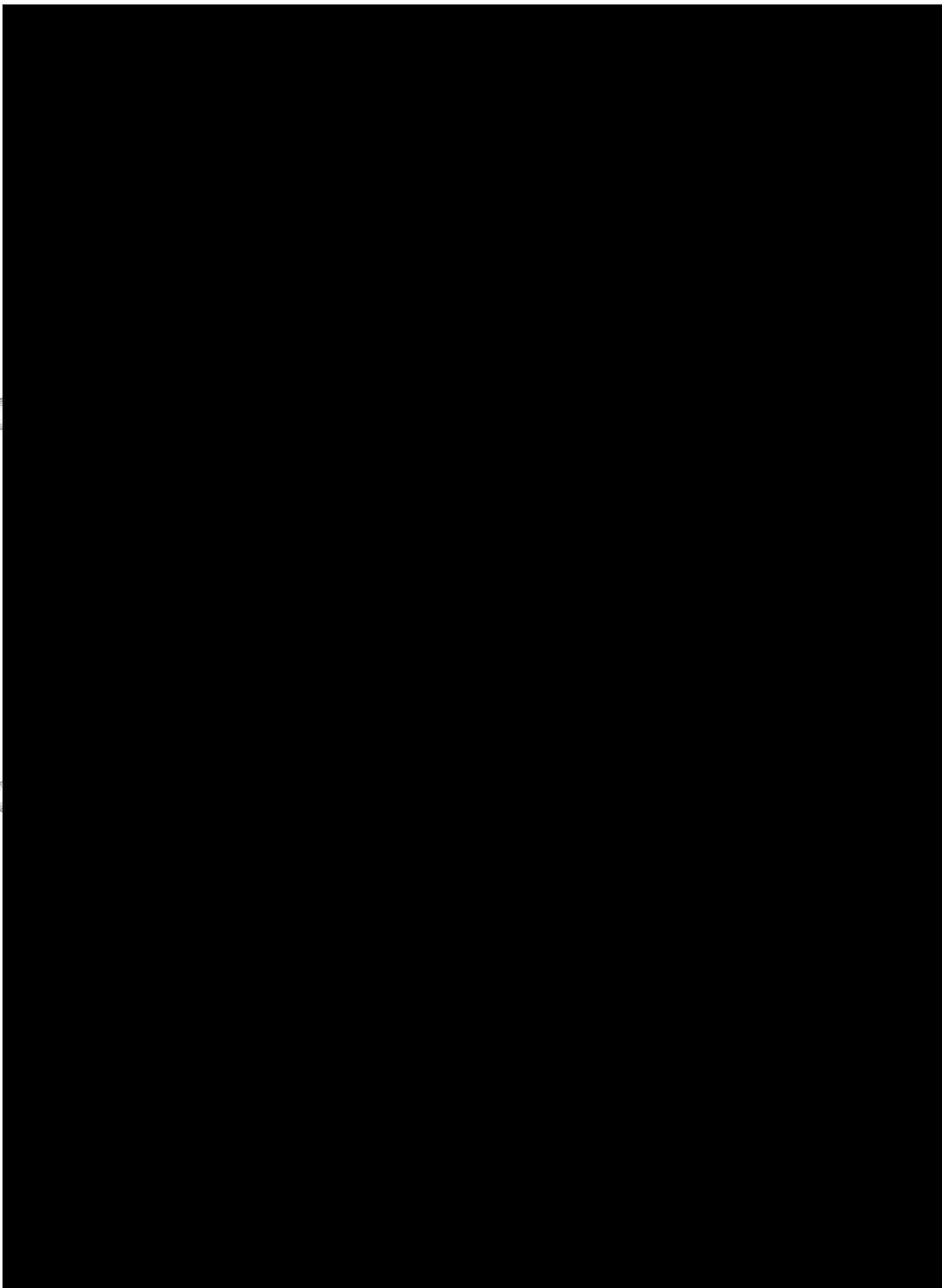






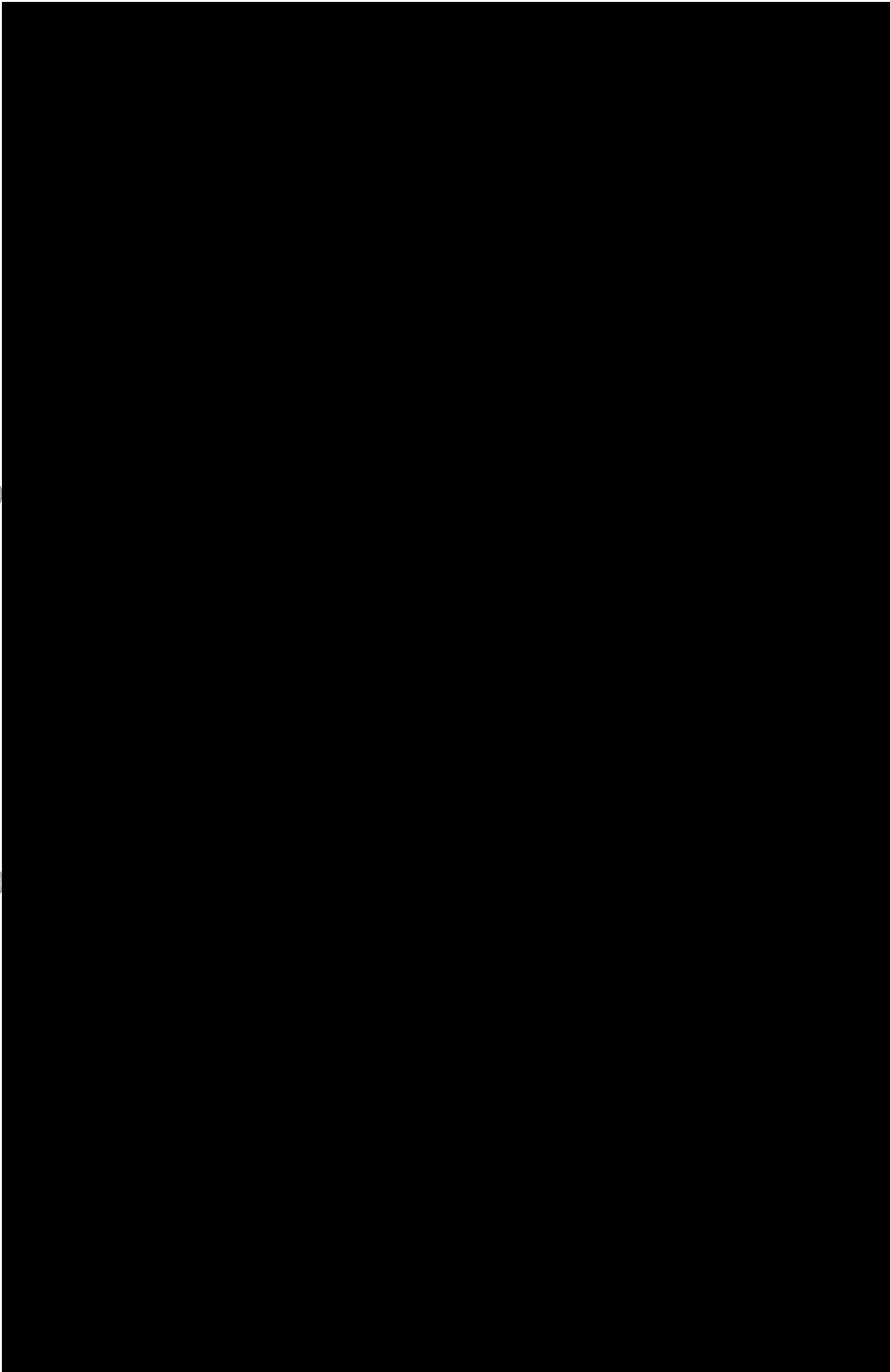


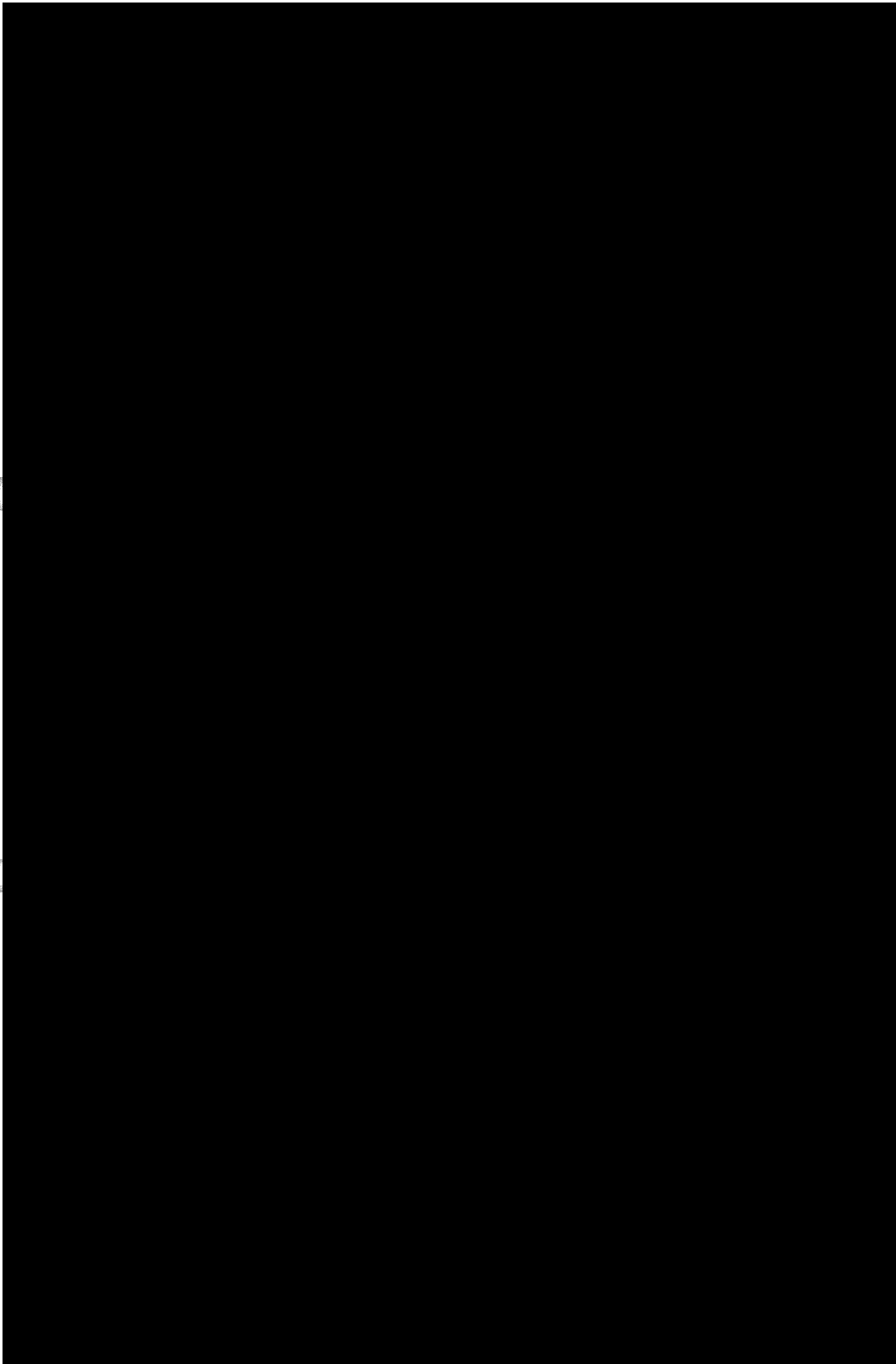








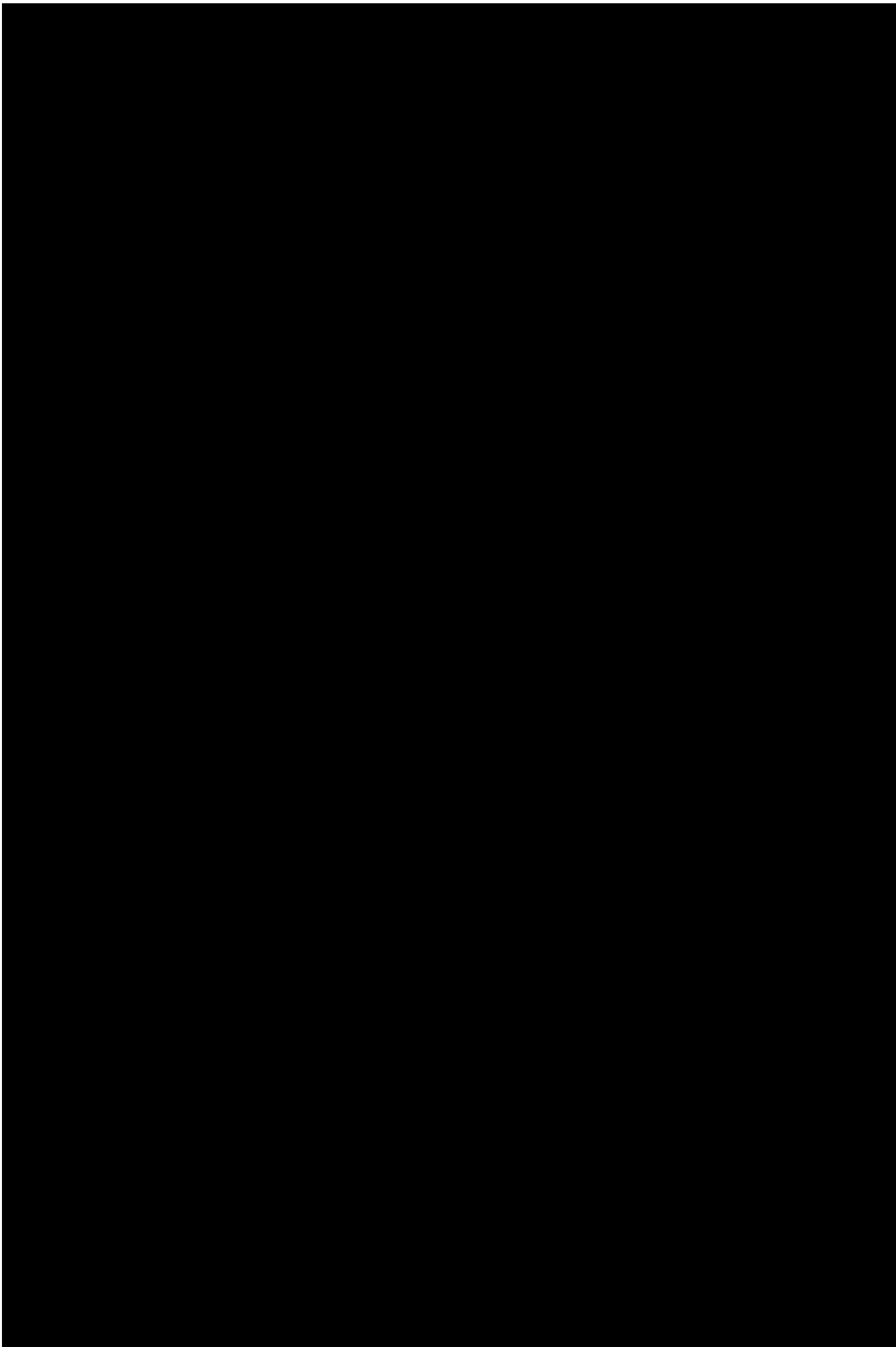


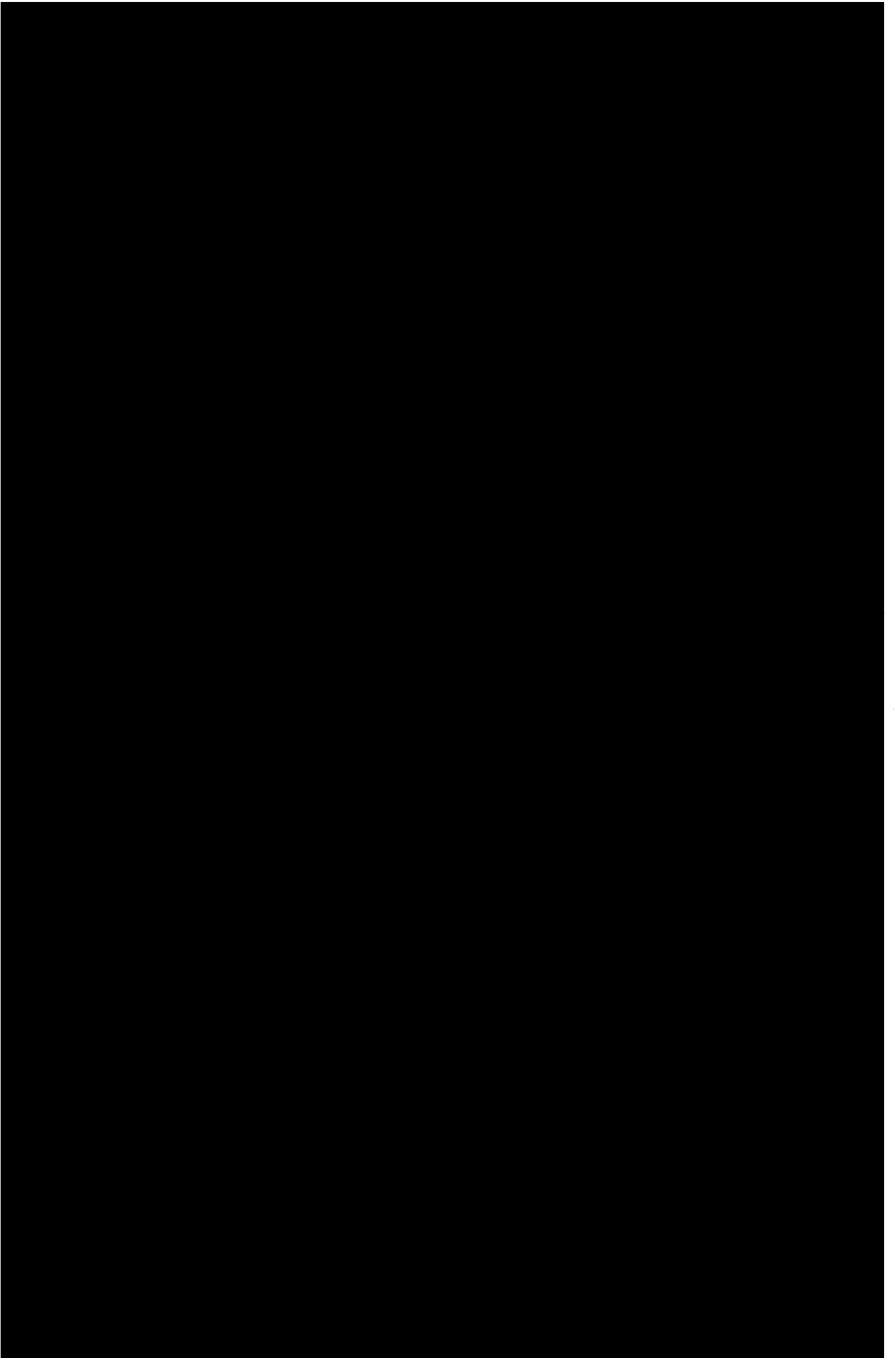


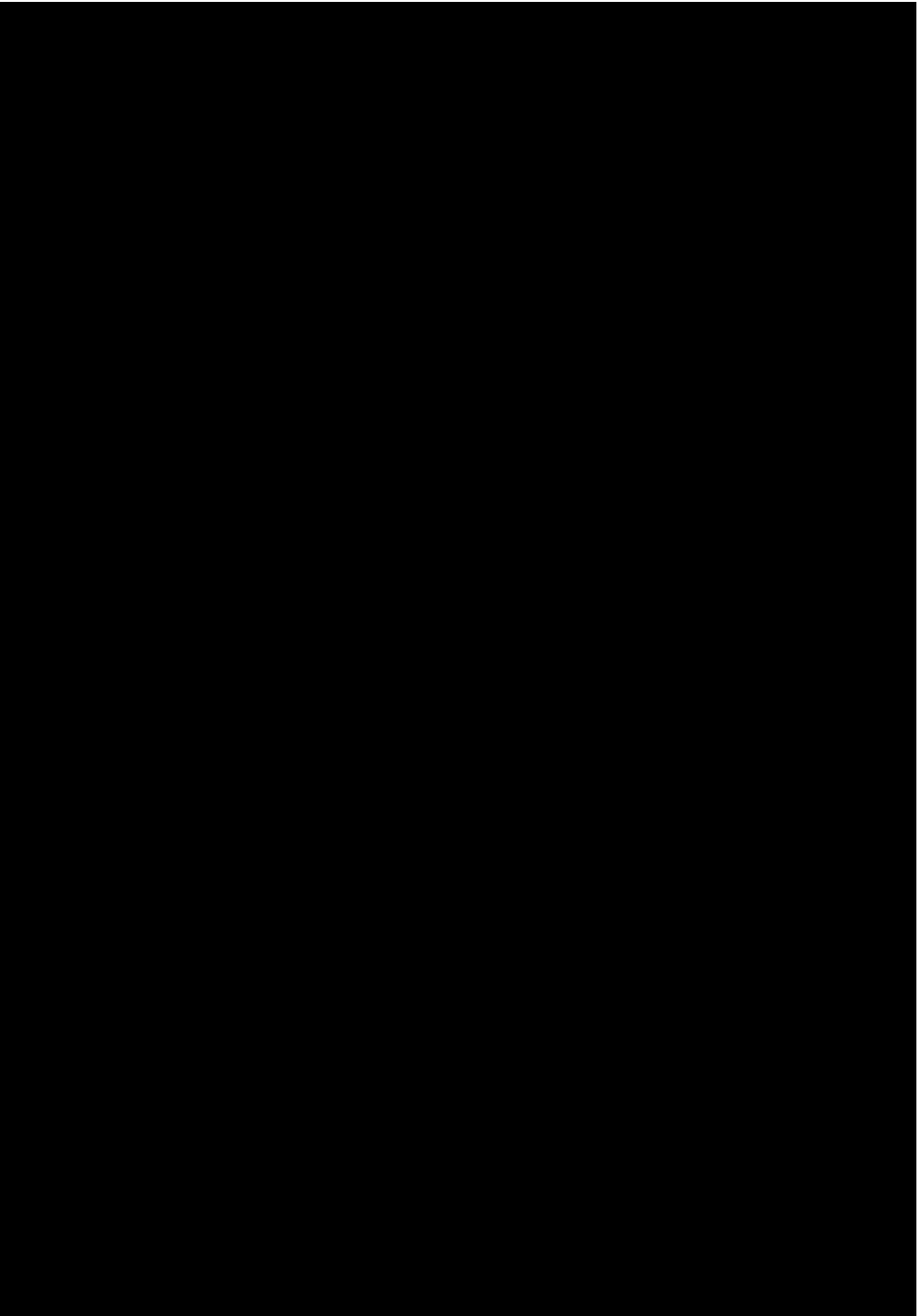
ANNEXURE L
Form of Call Option Deed (Retail Lot South)







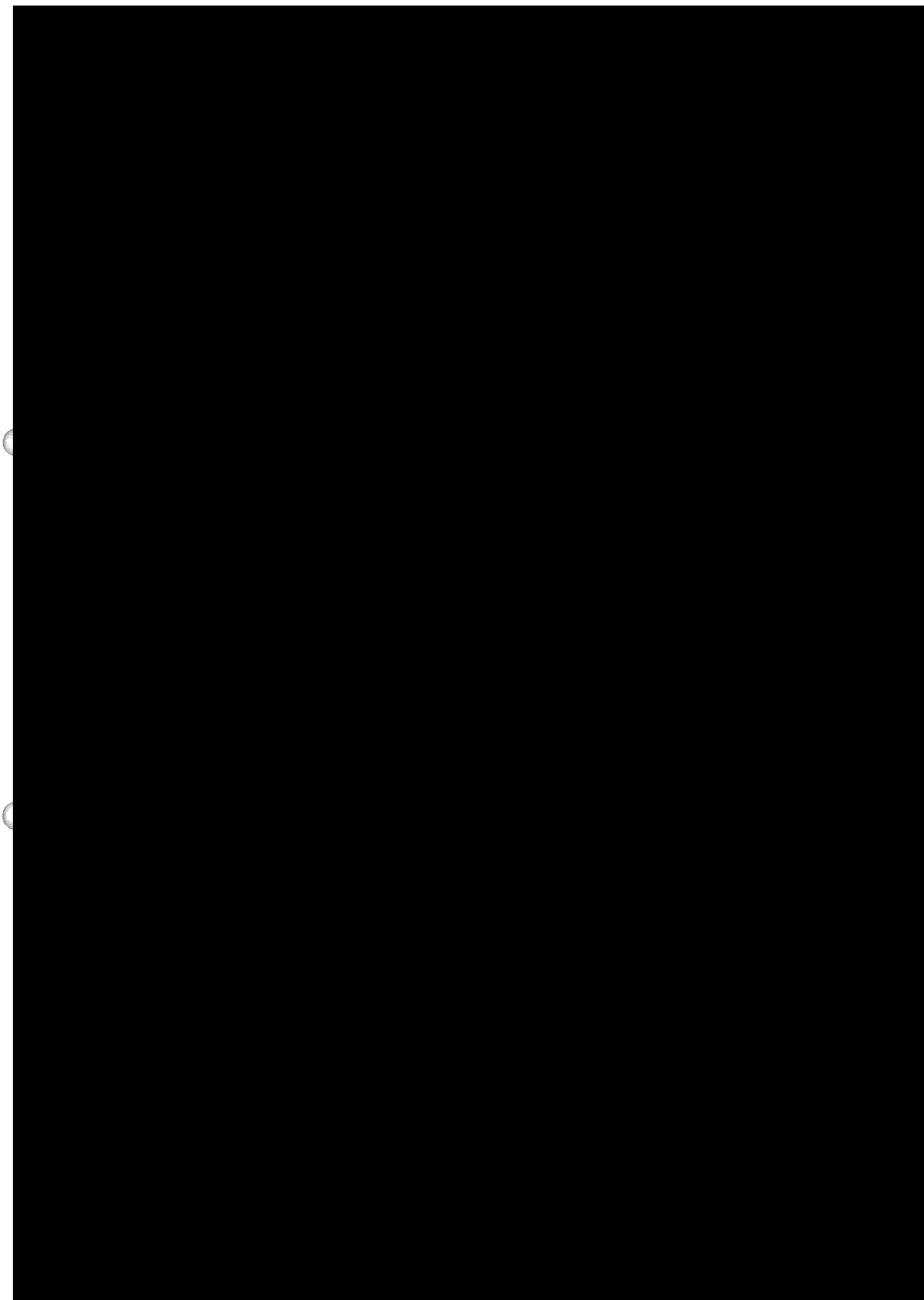














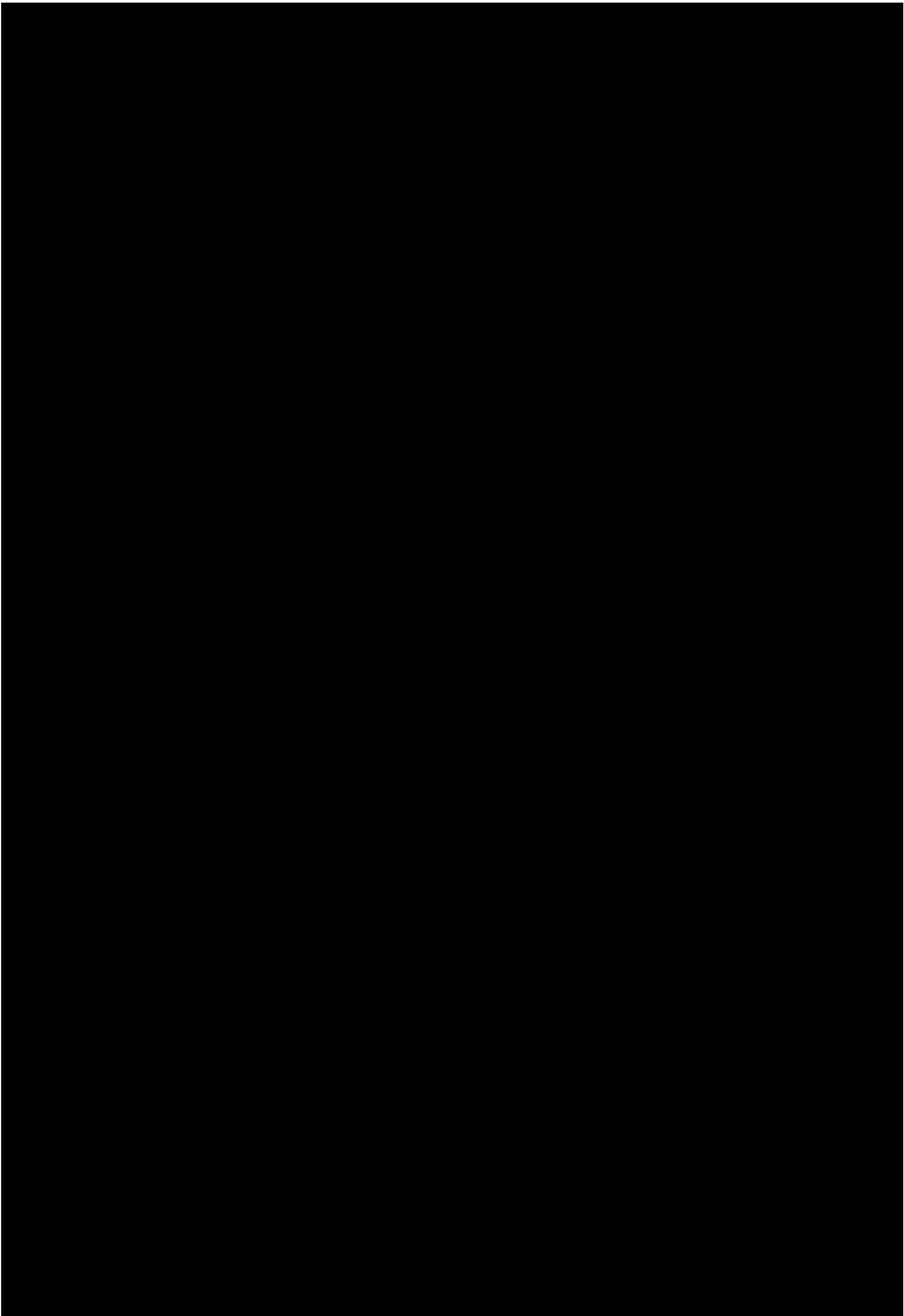




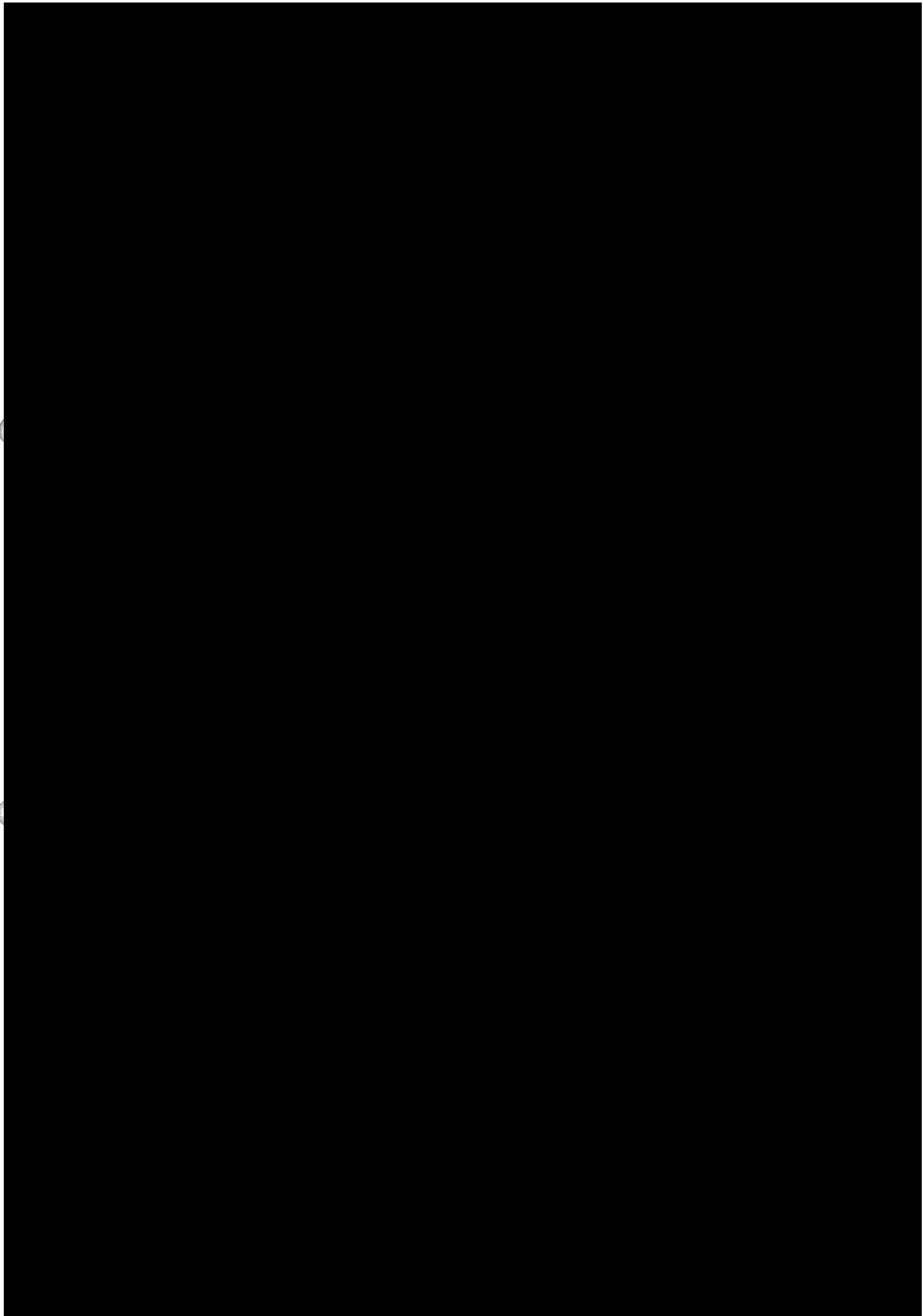


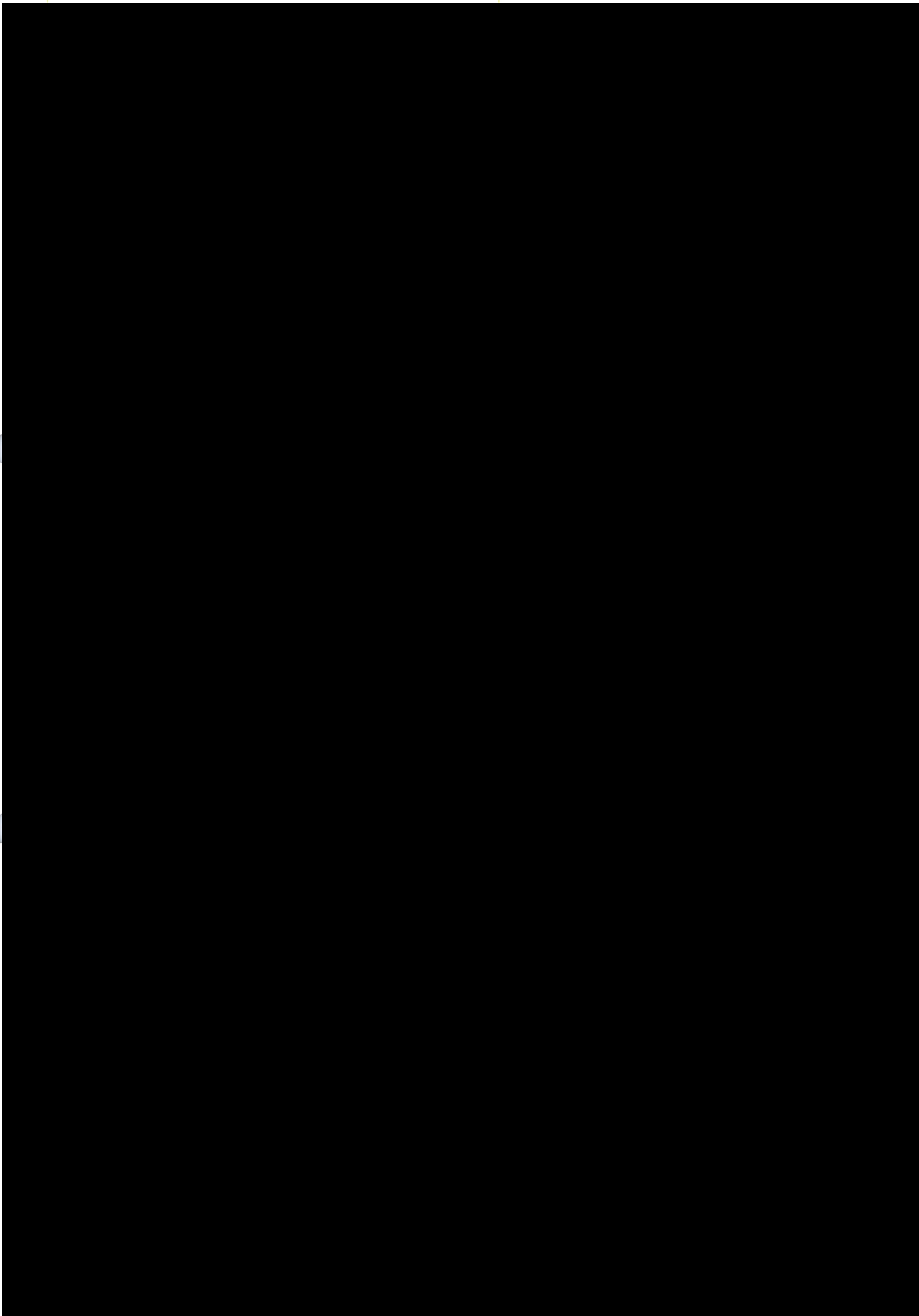


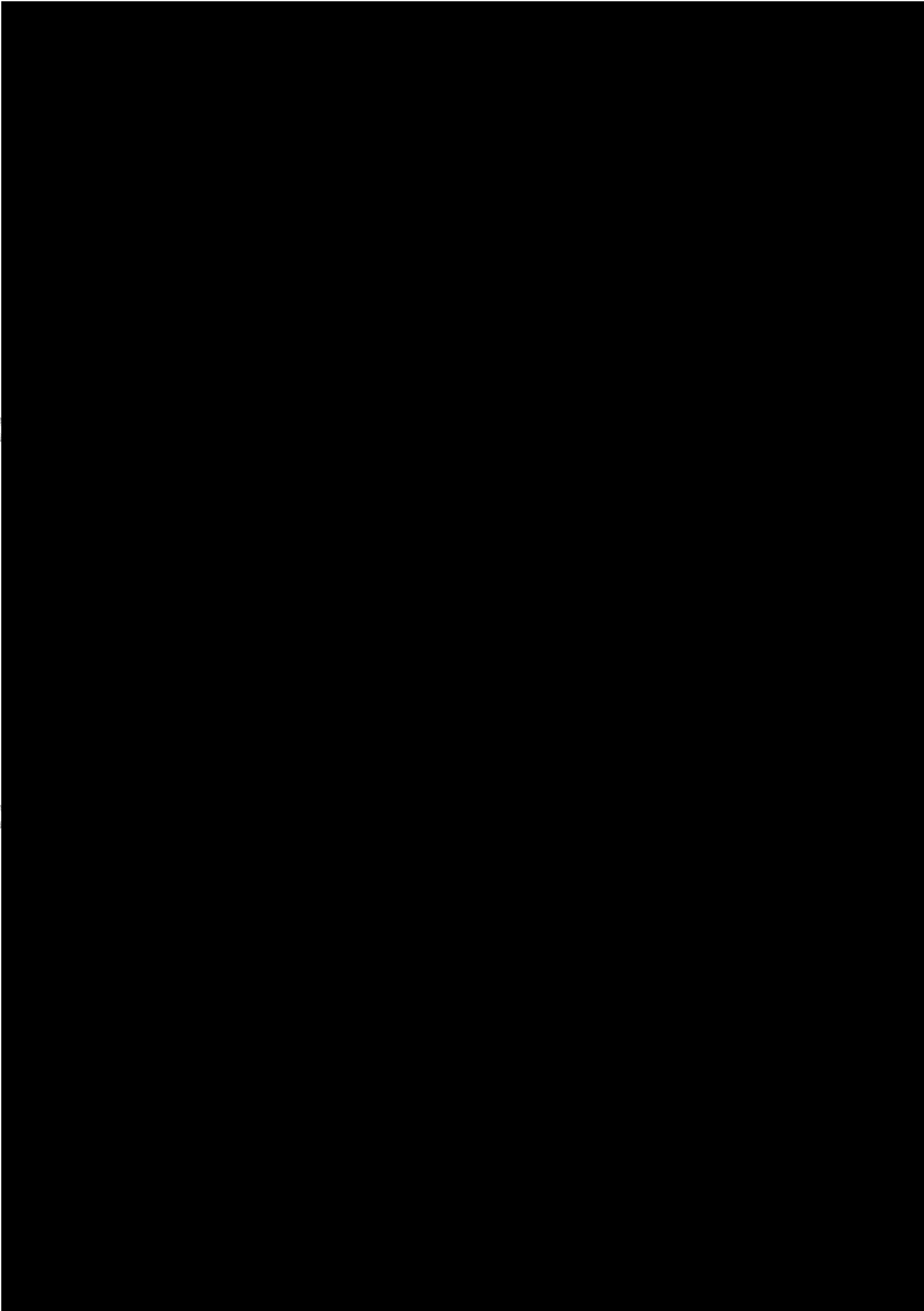


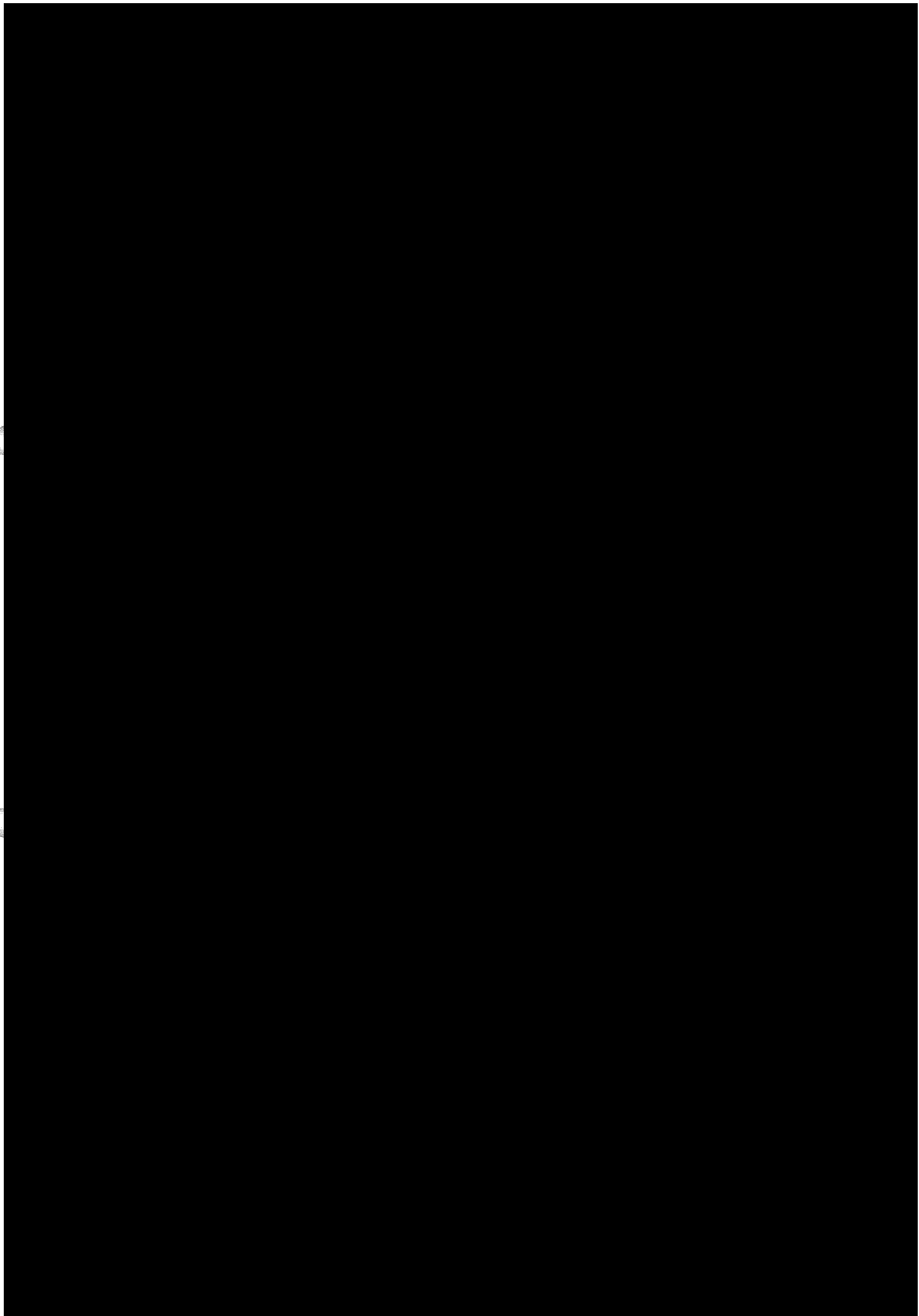


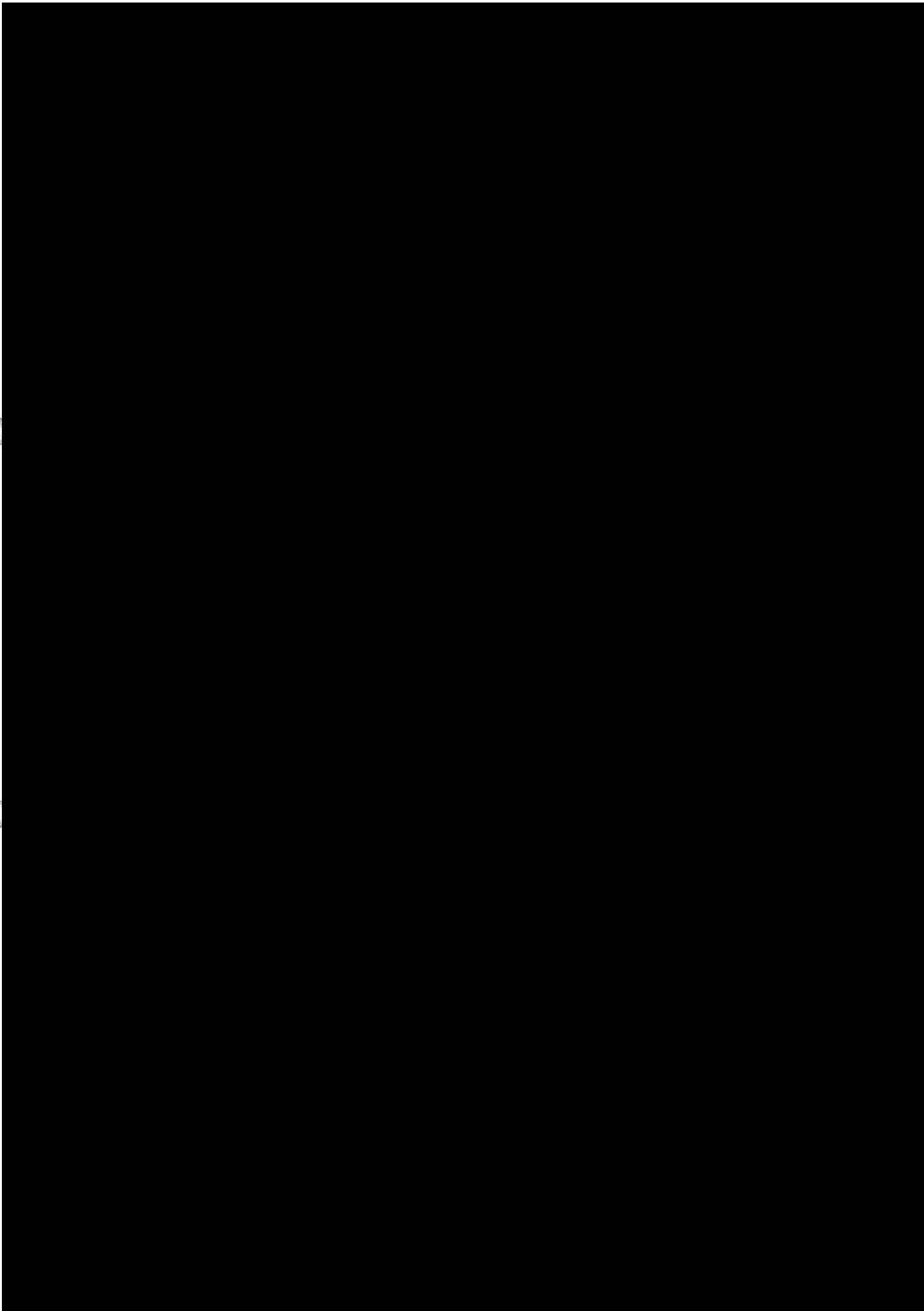


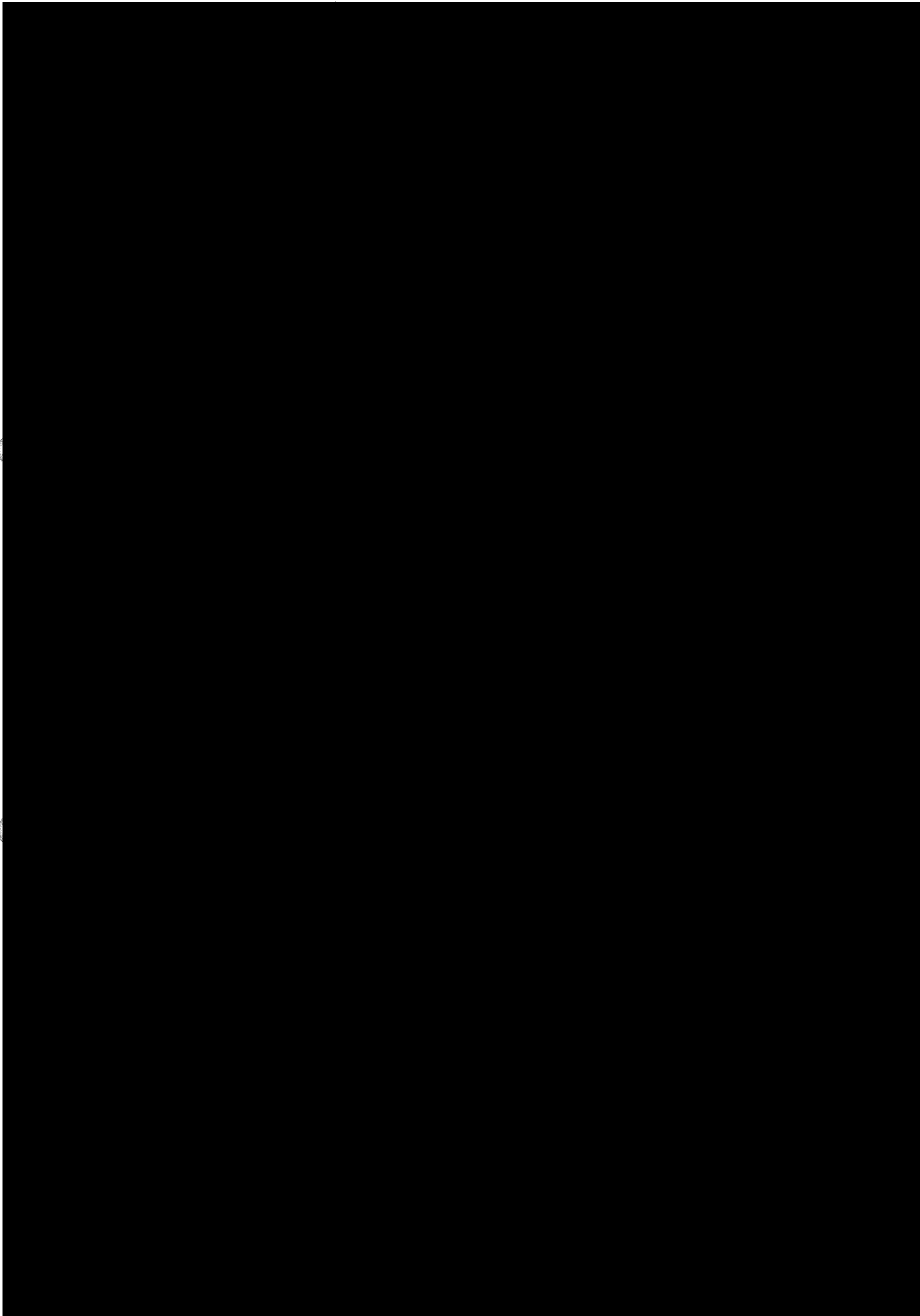


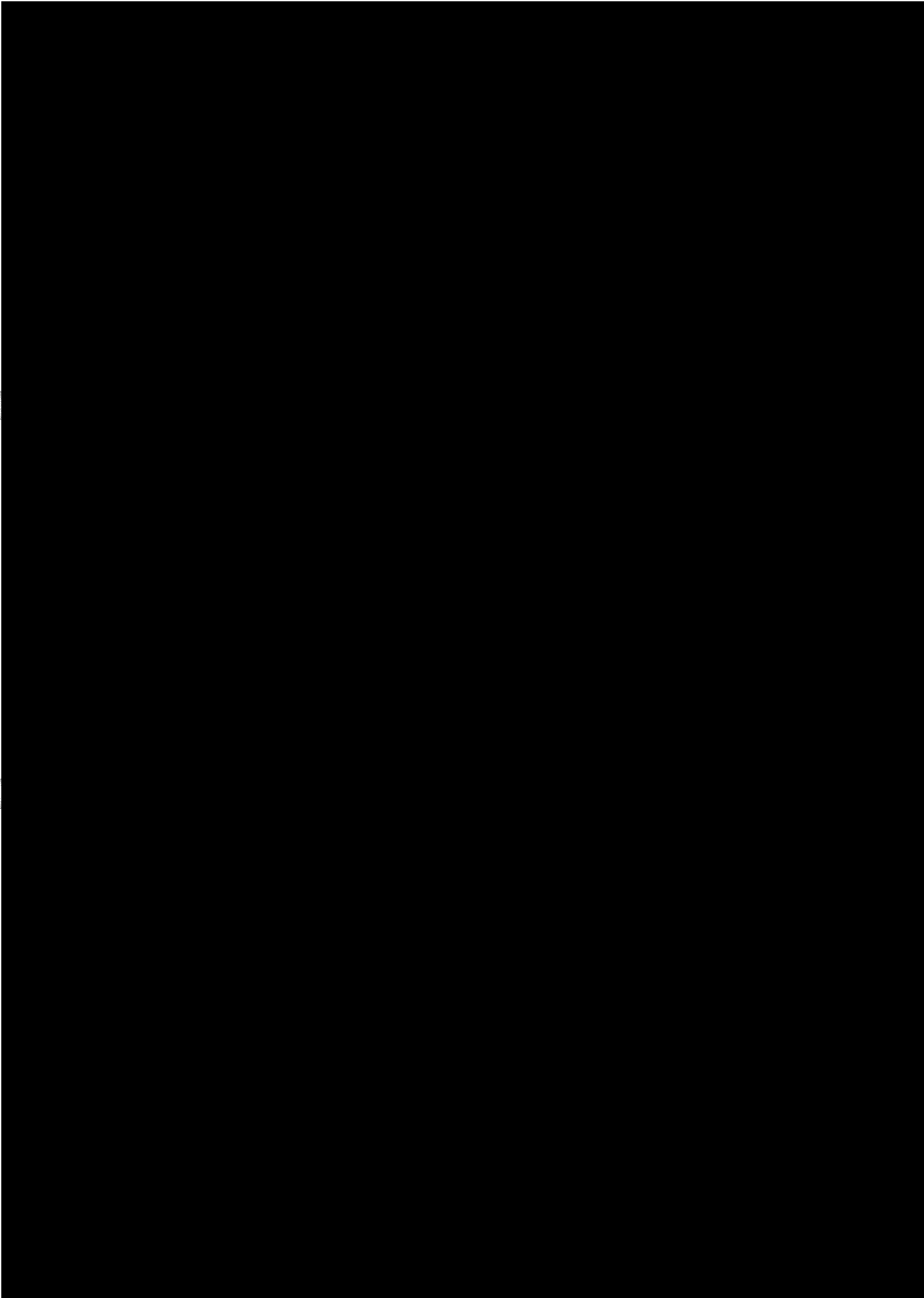


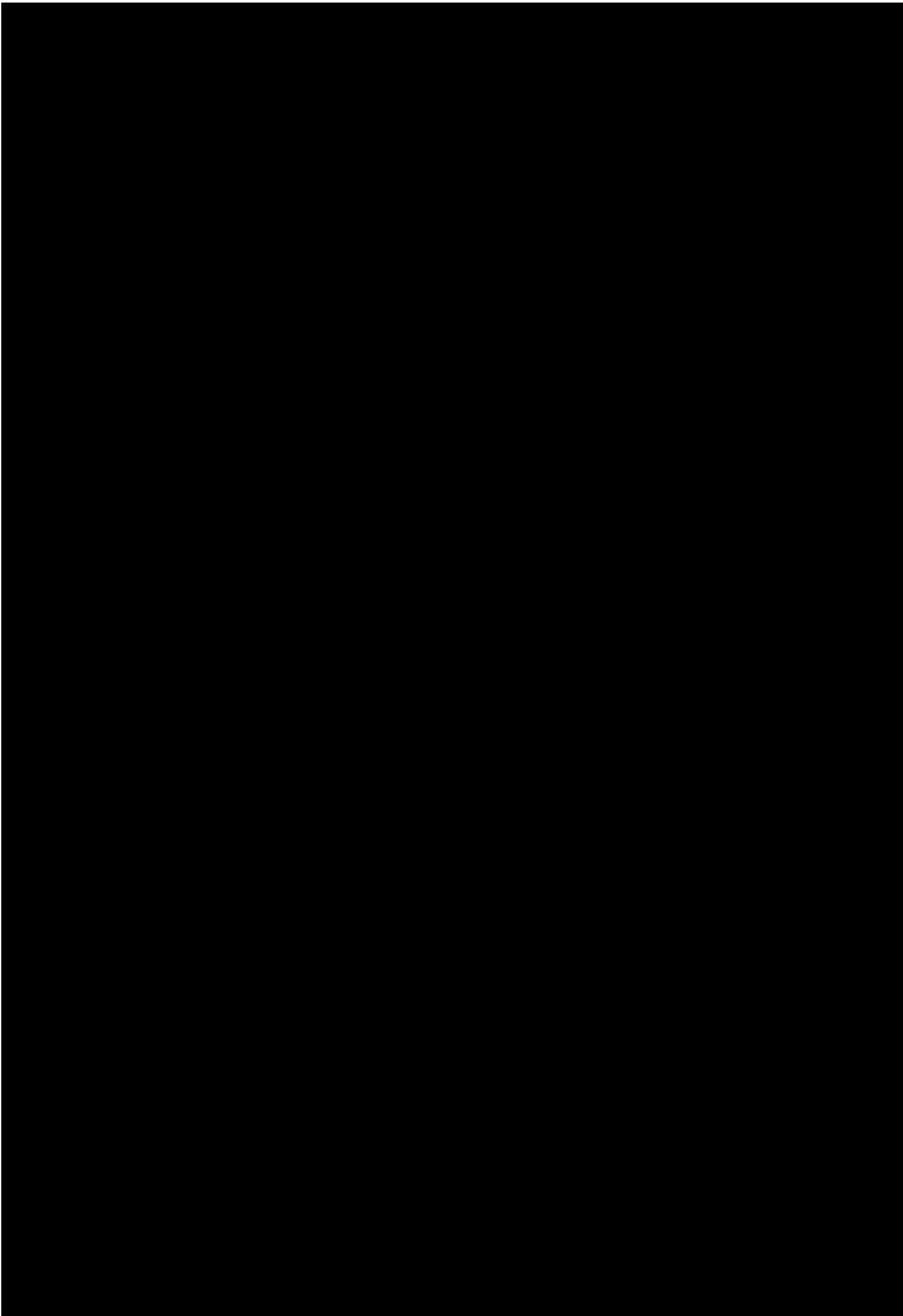






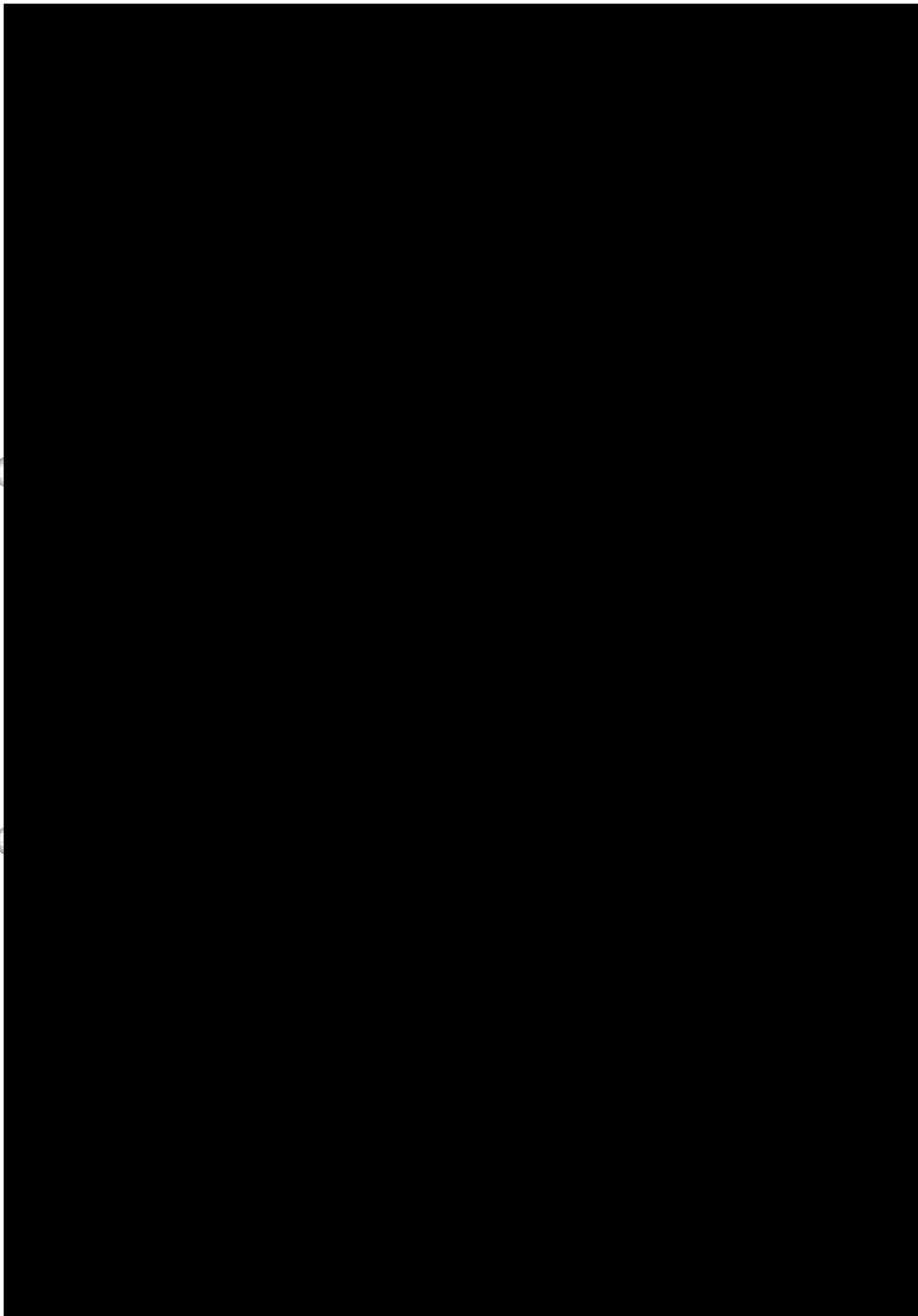


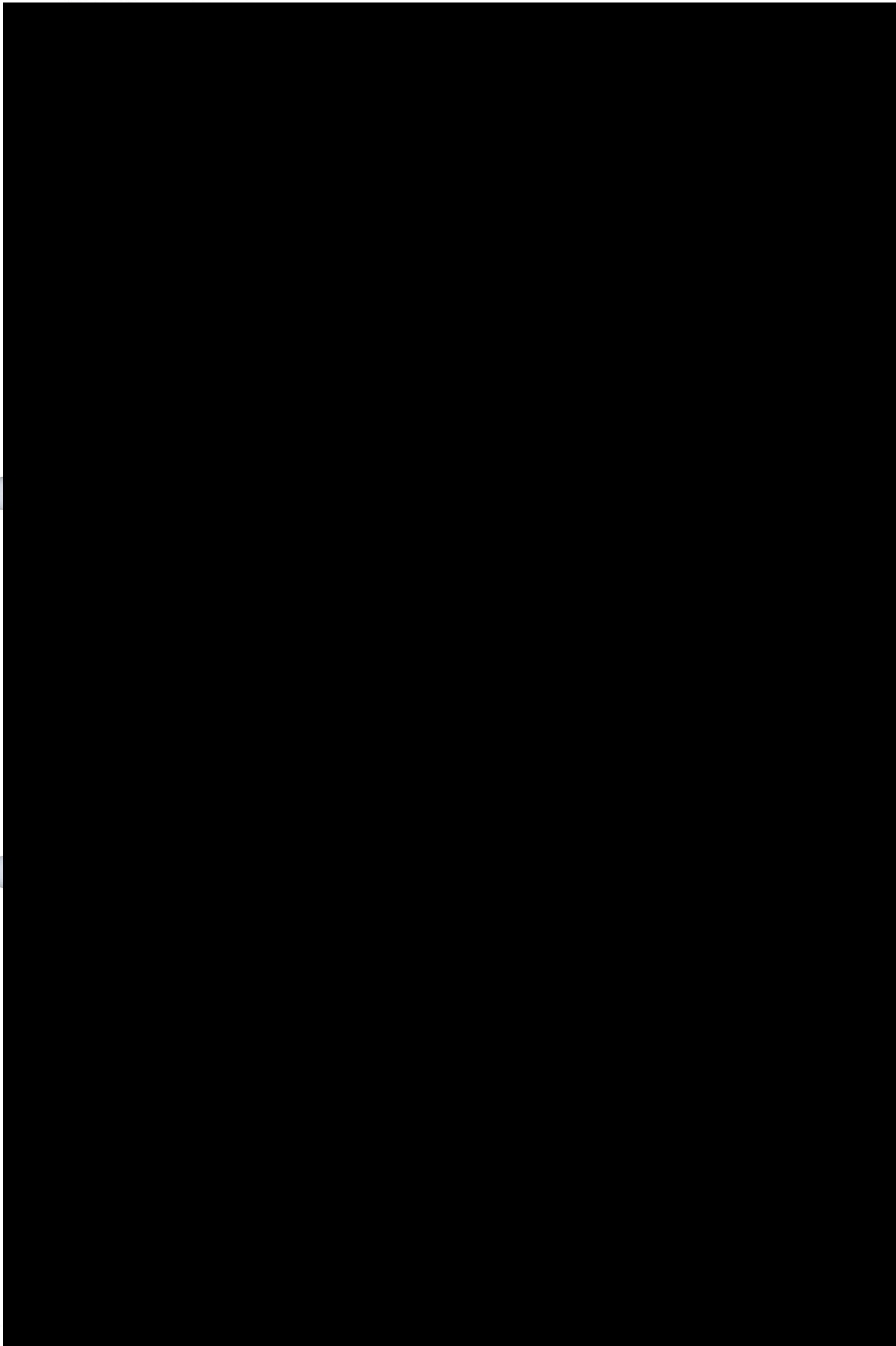




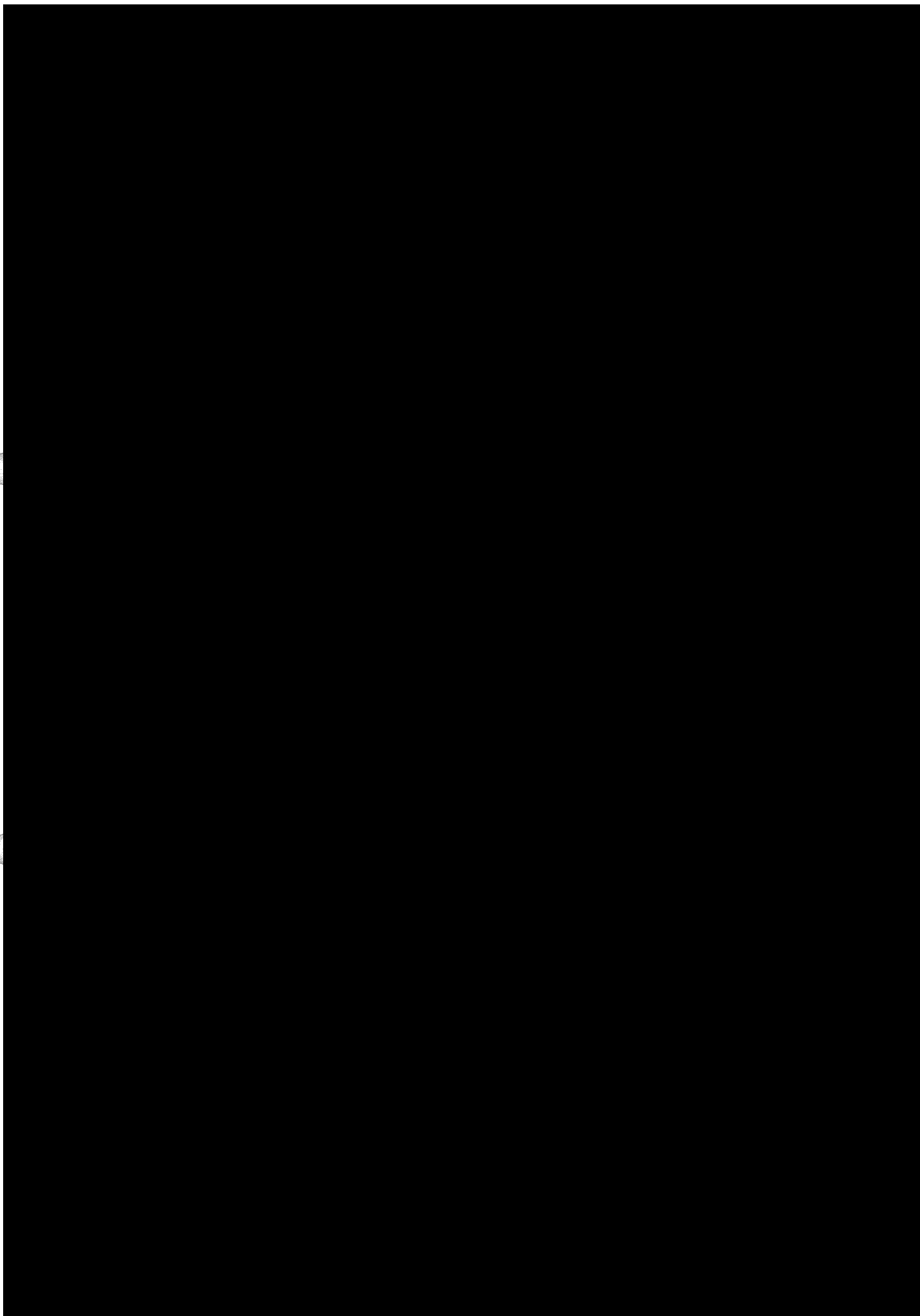


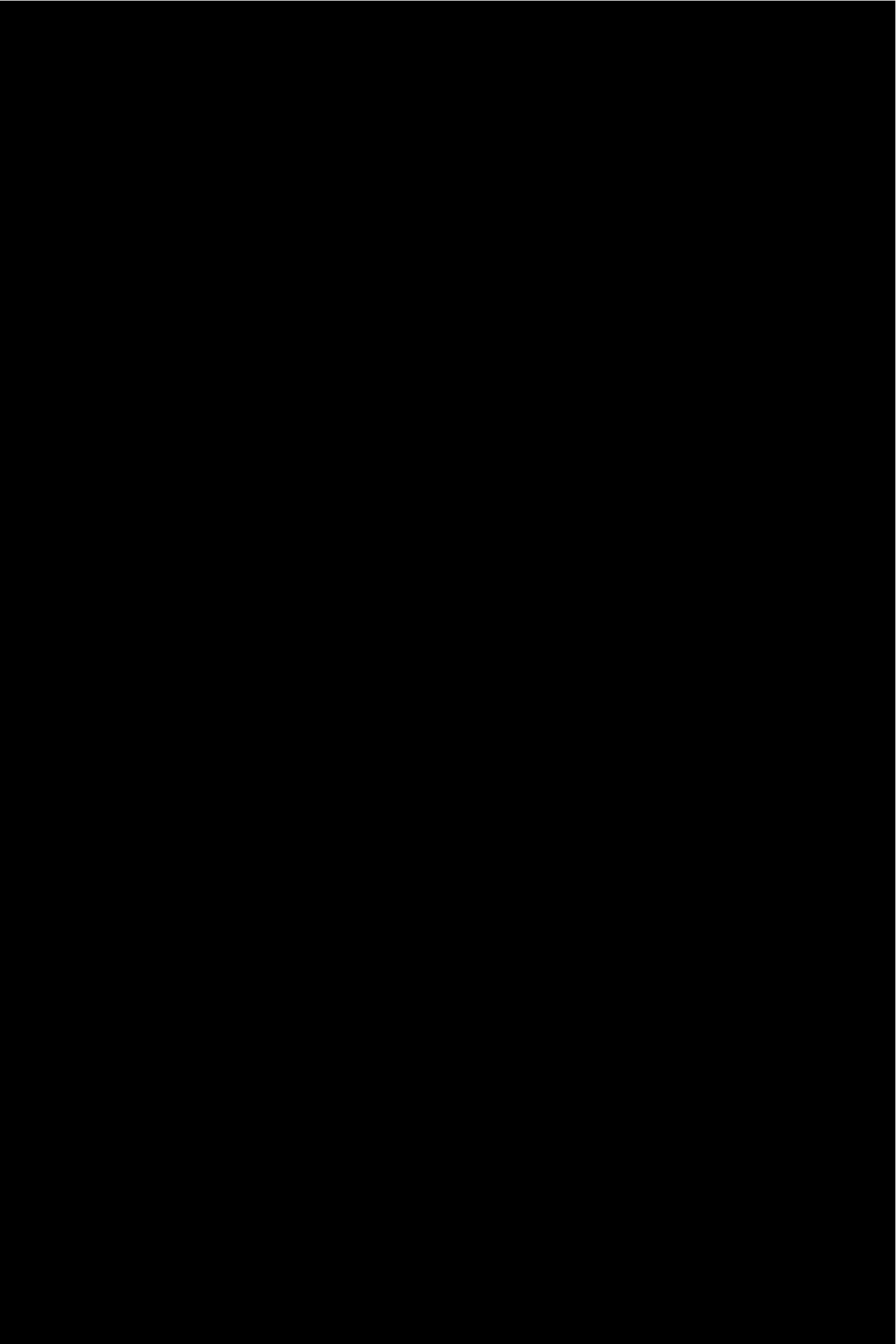


















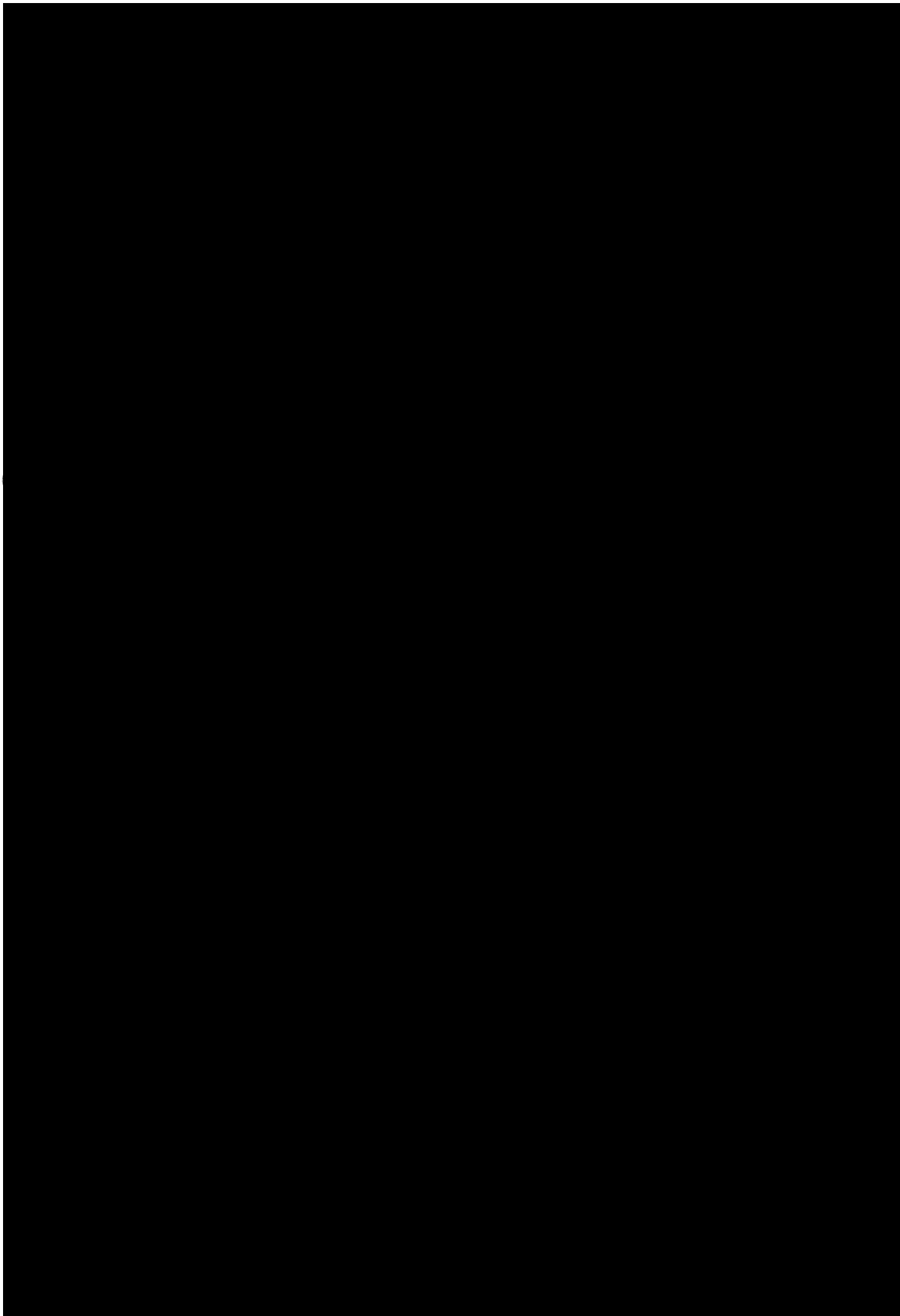


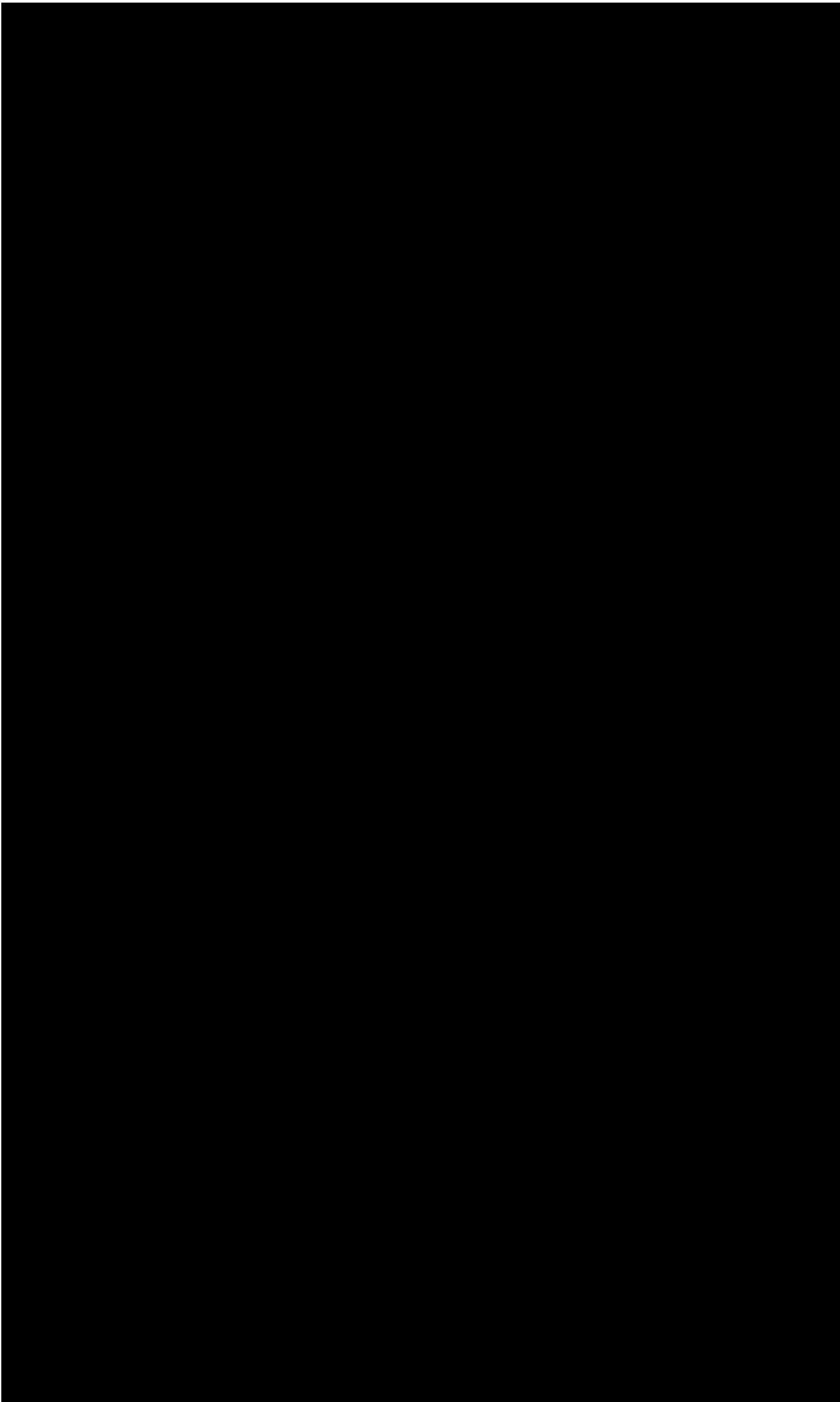


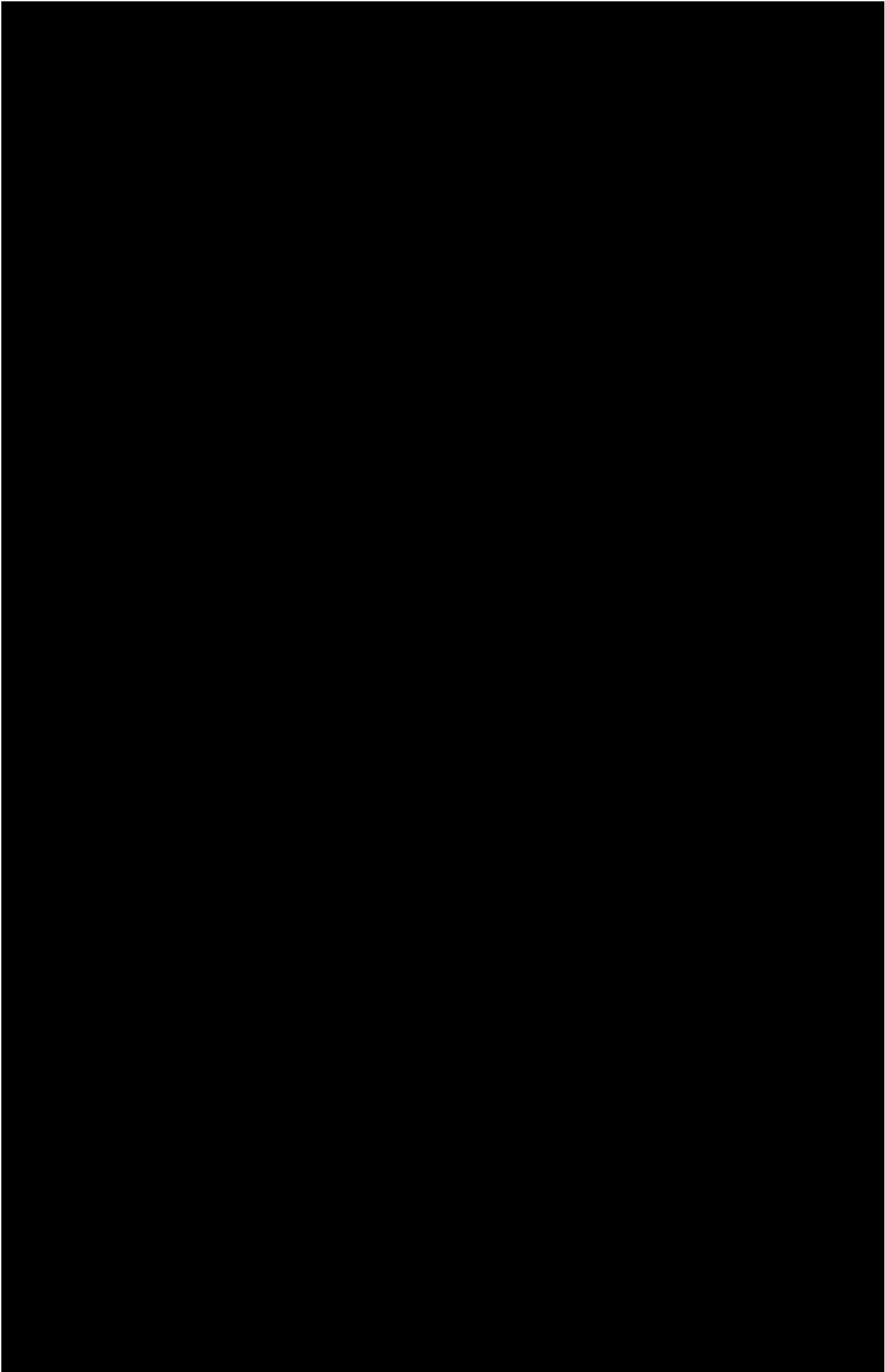










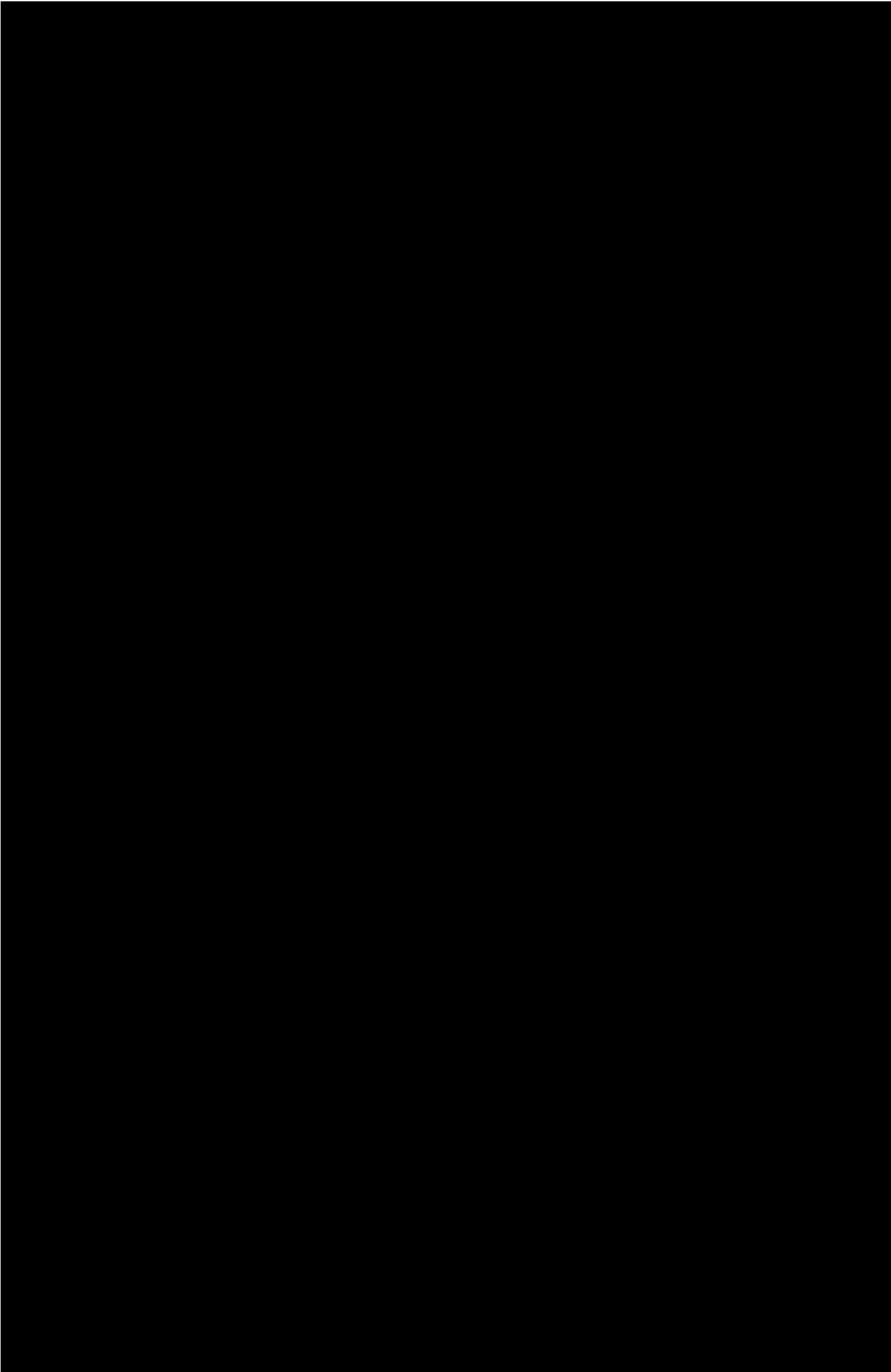


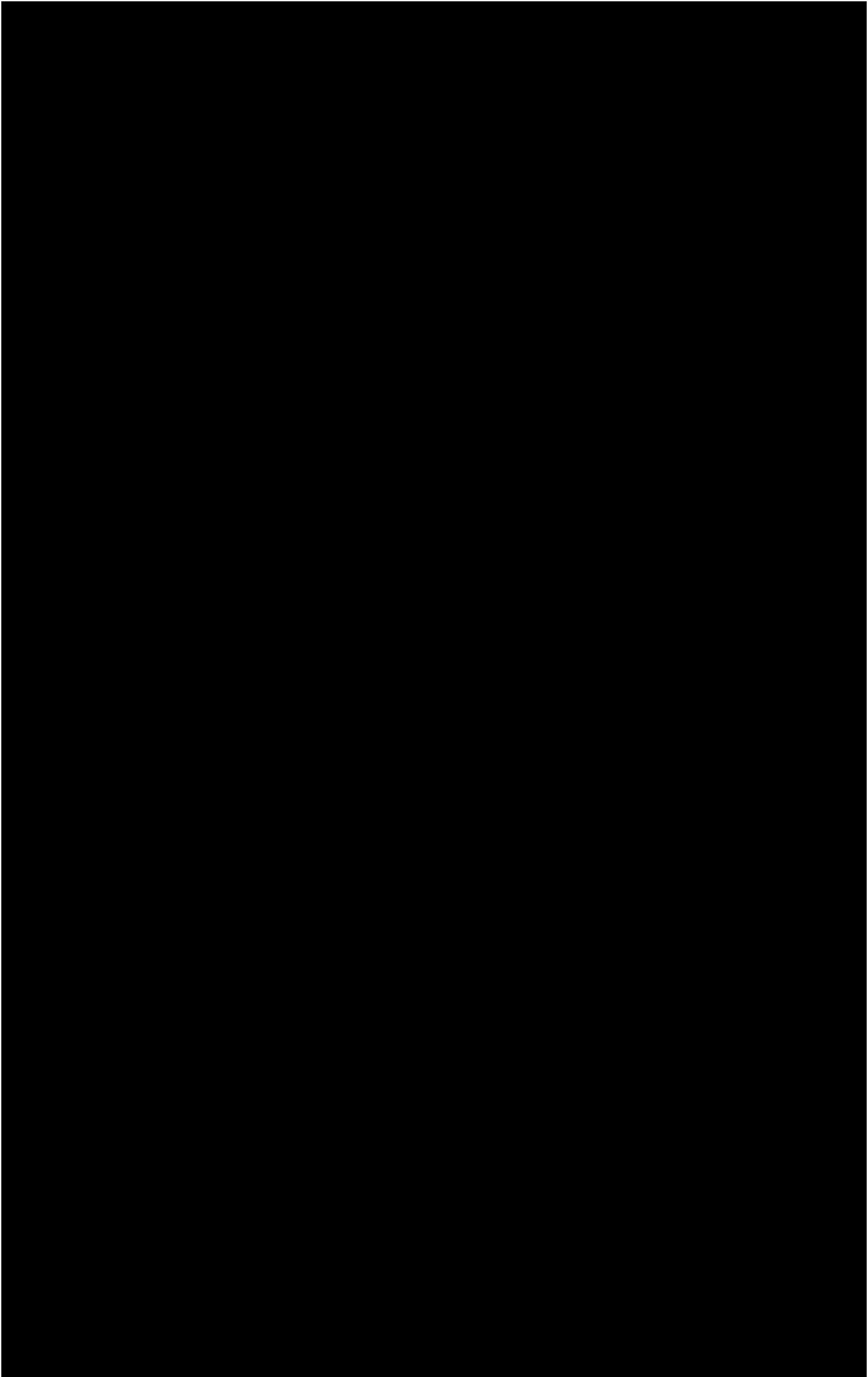




















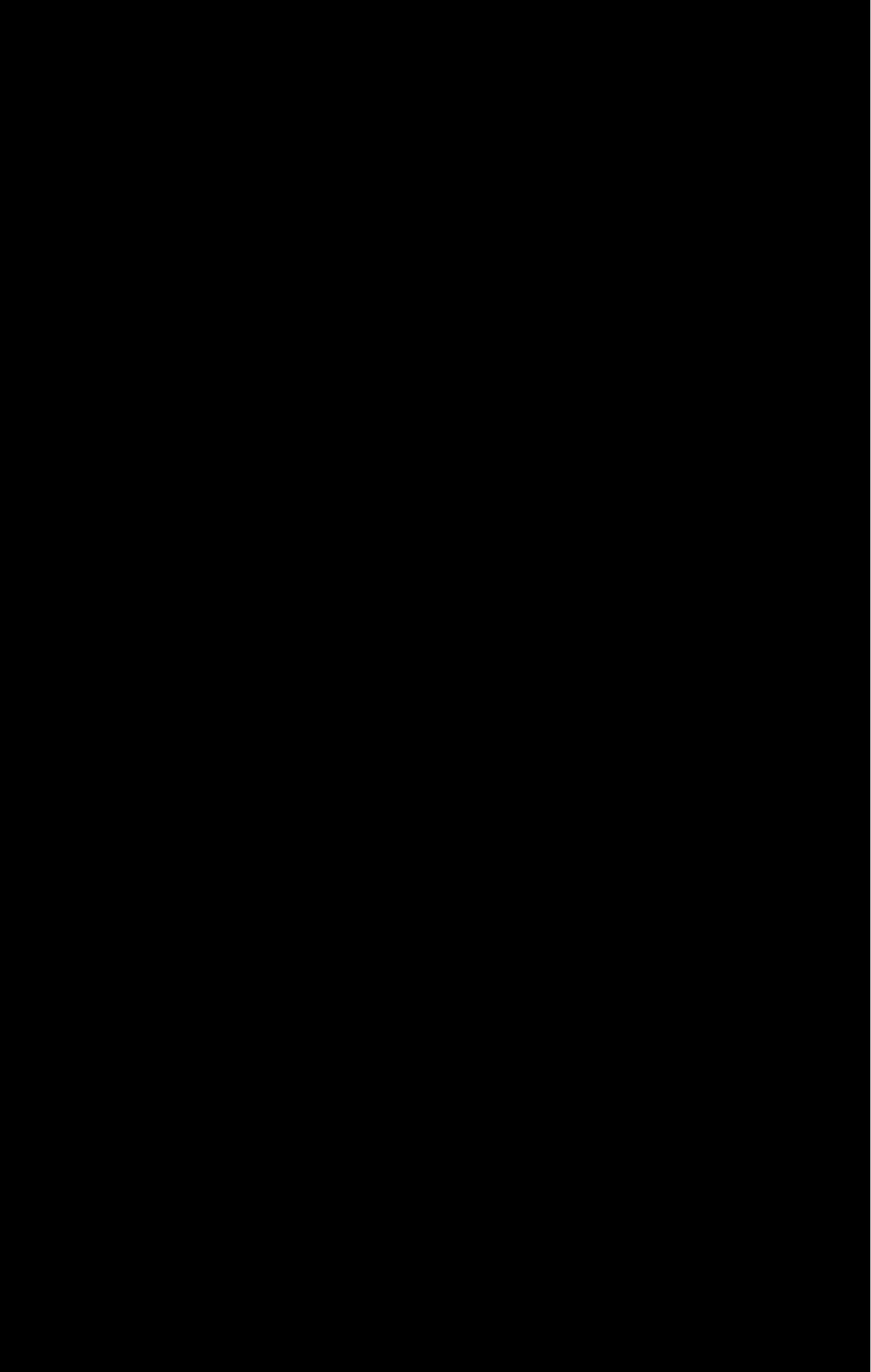


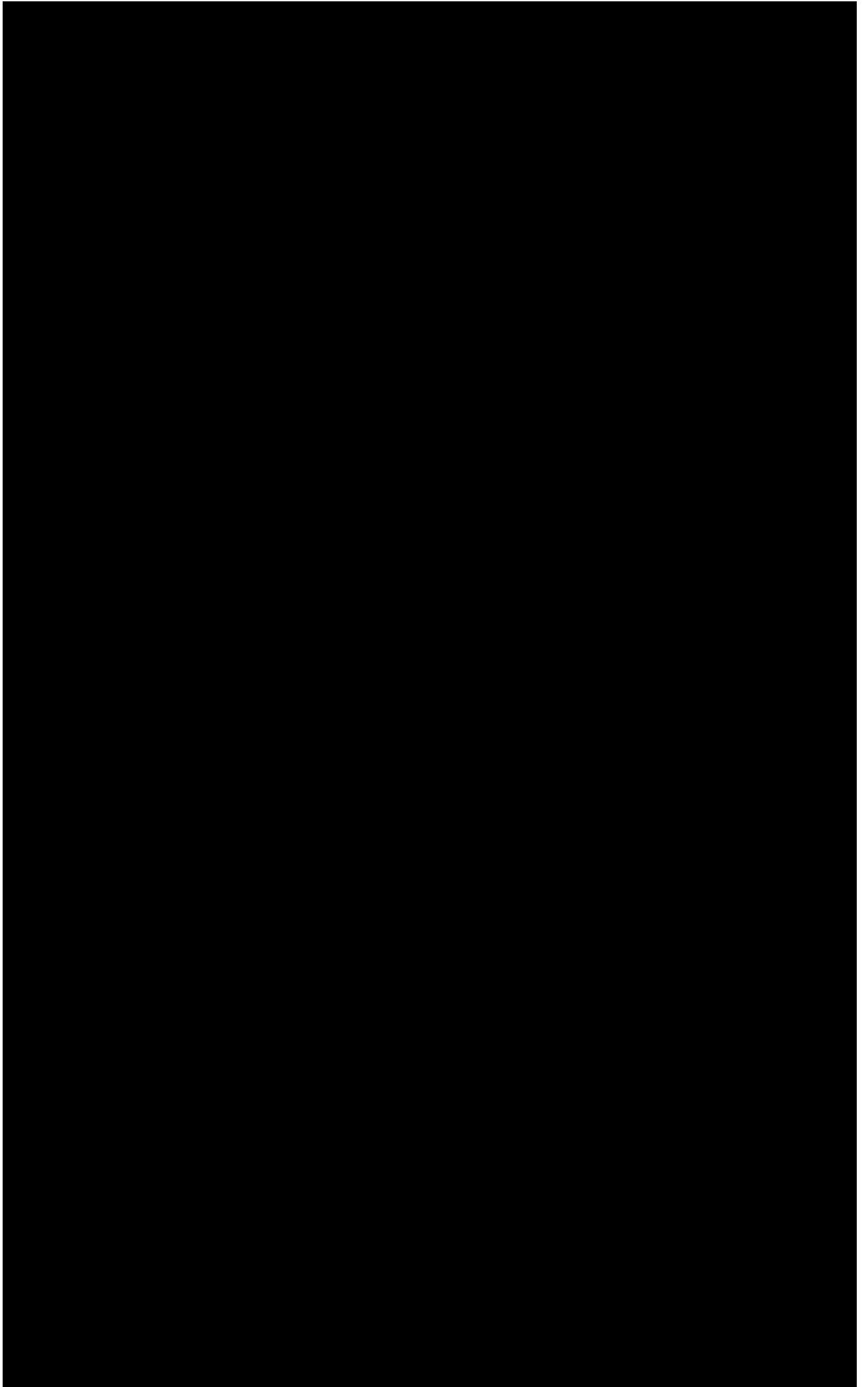


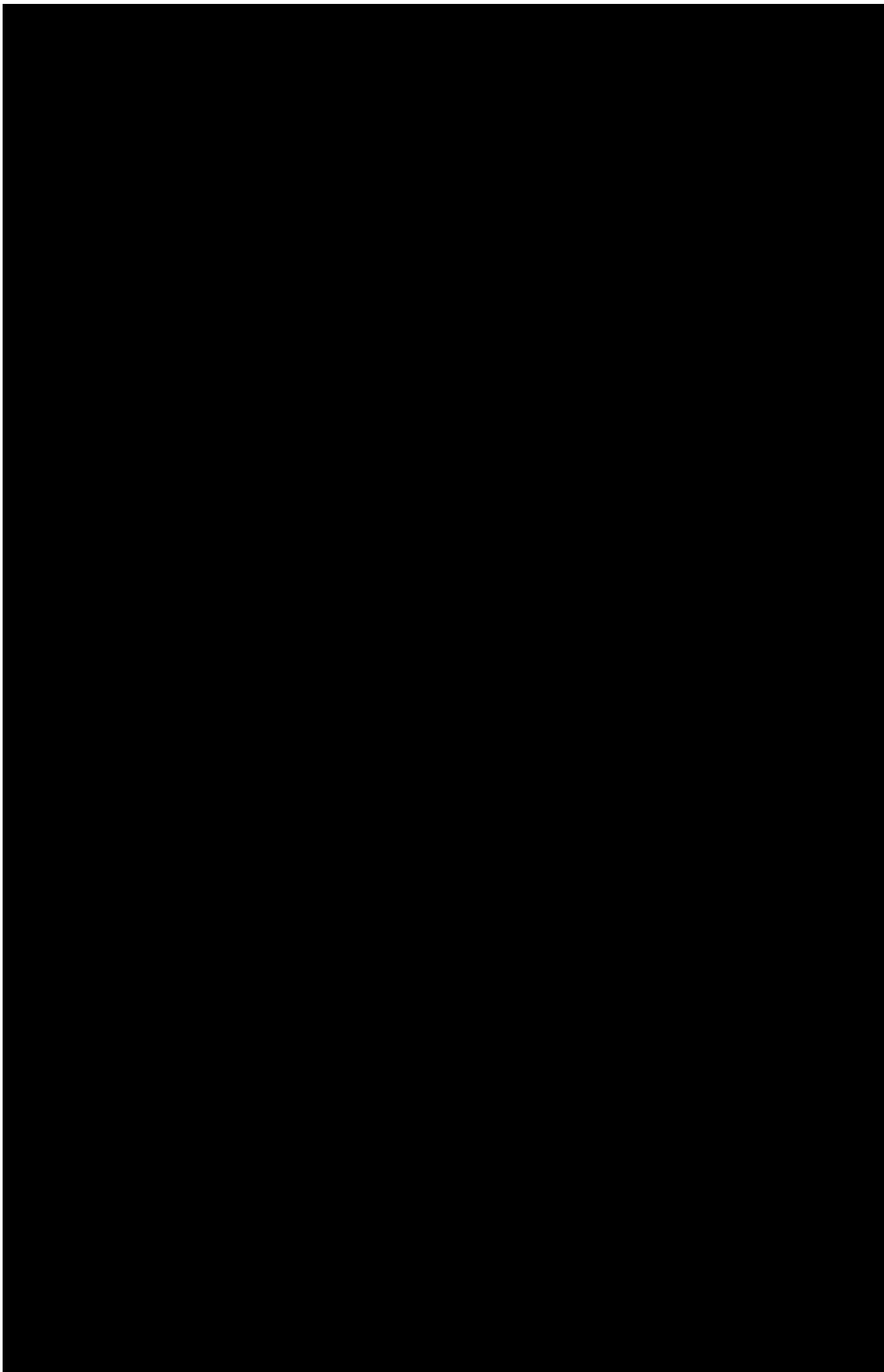


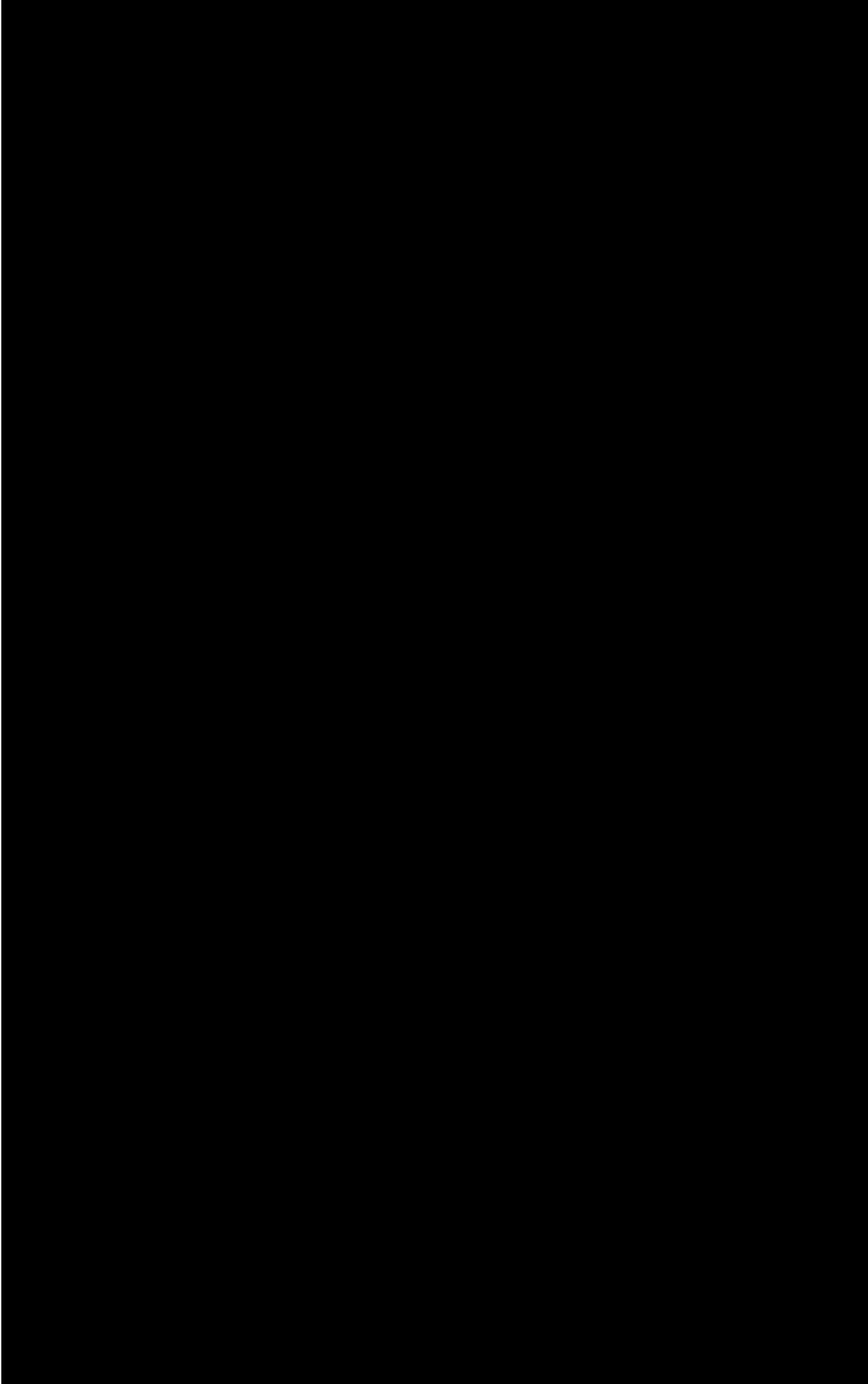


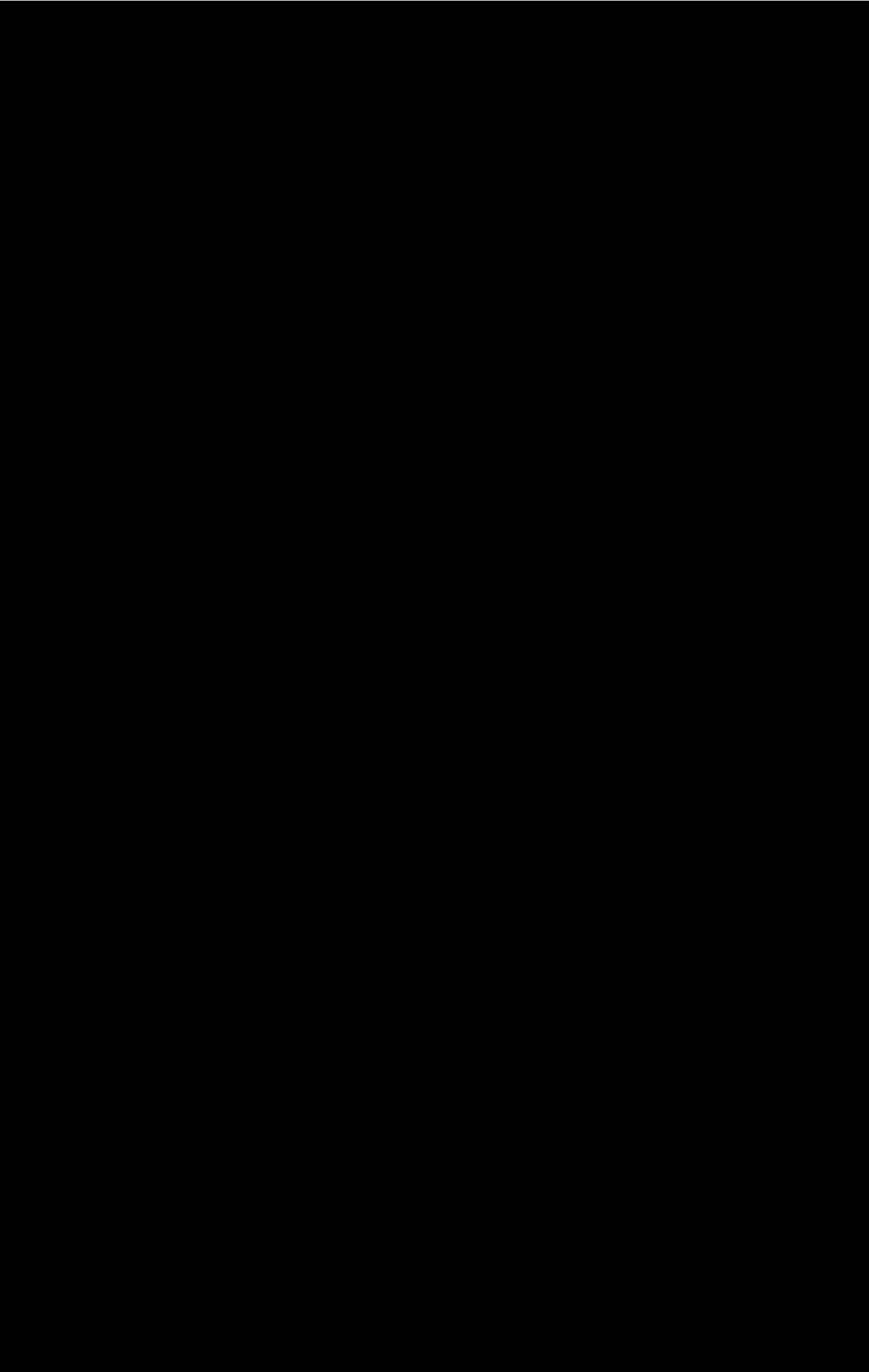


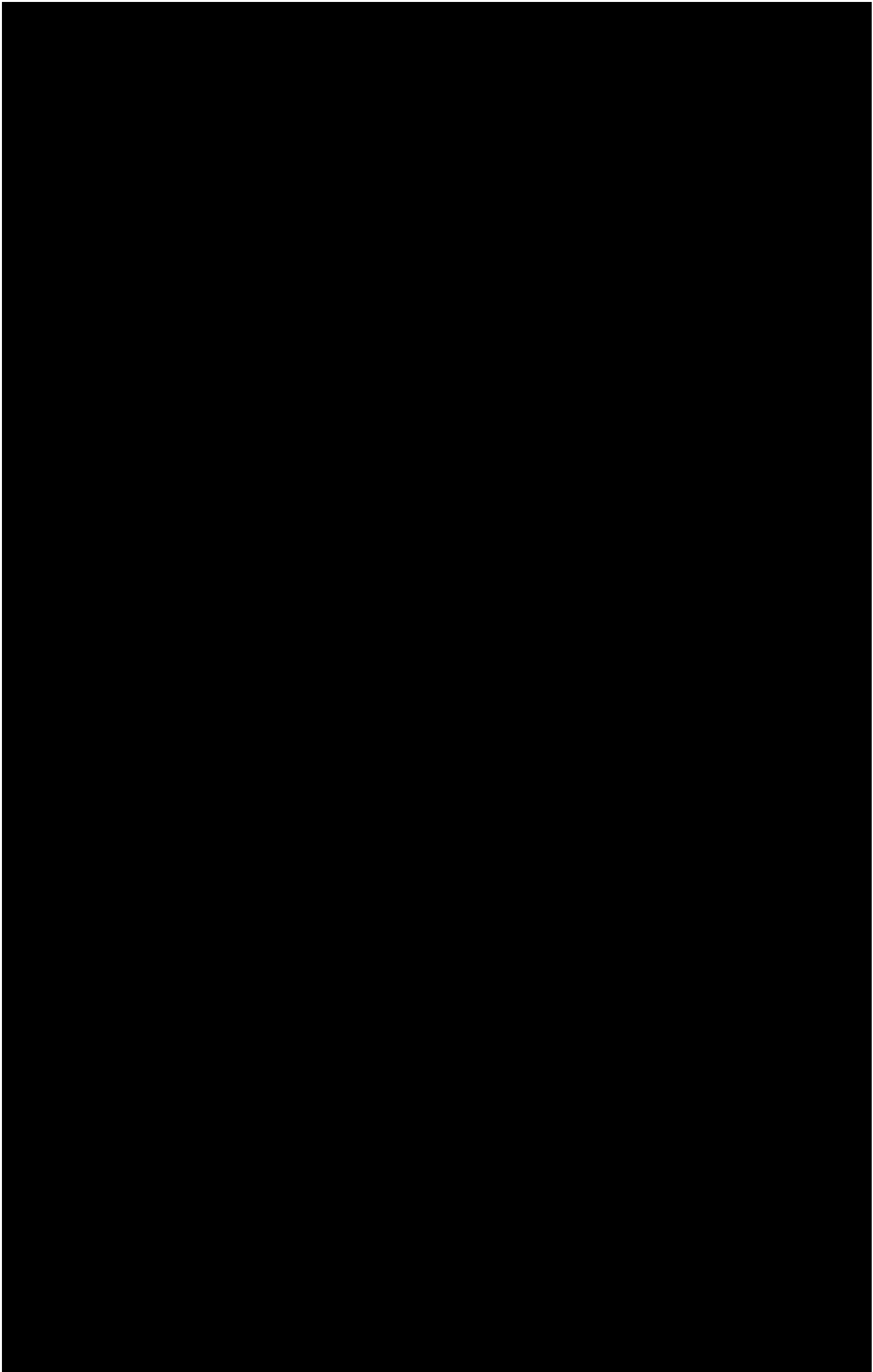


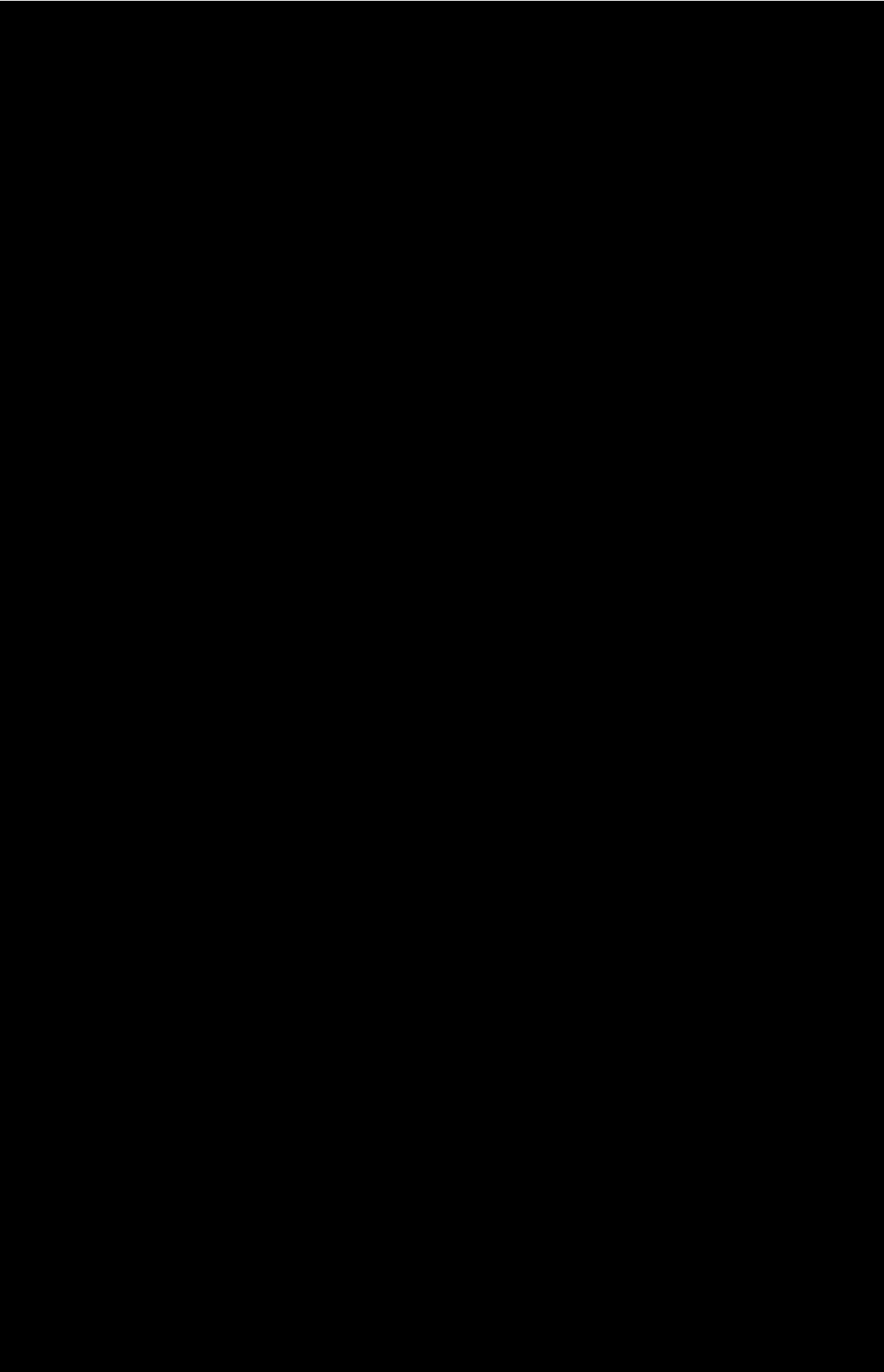


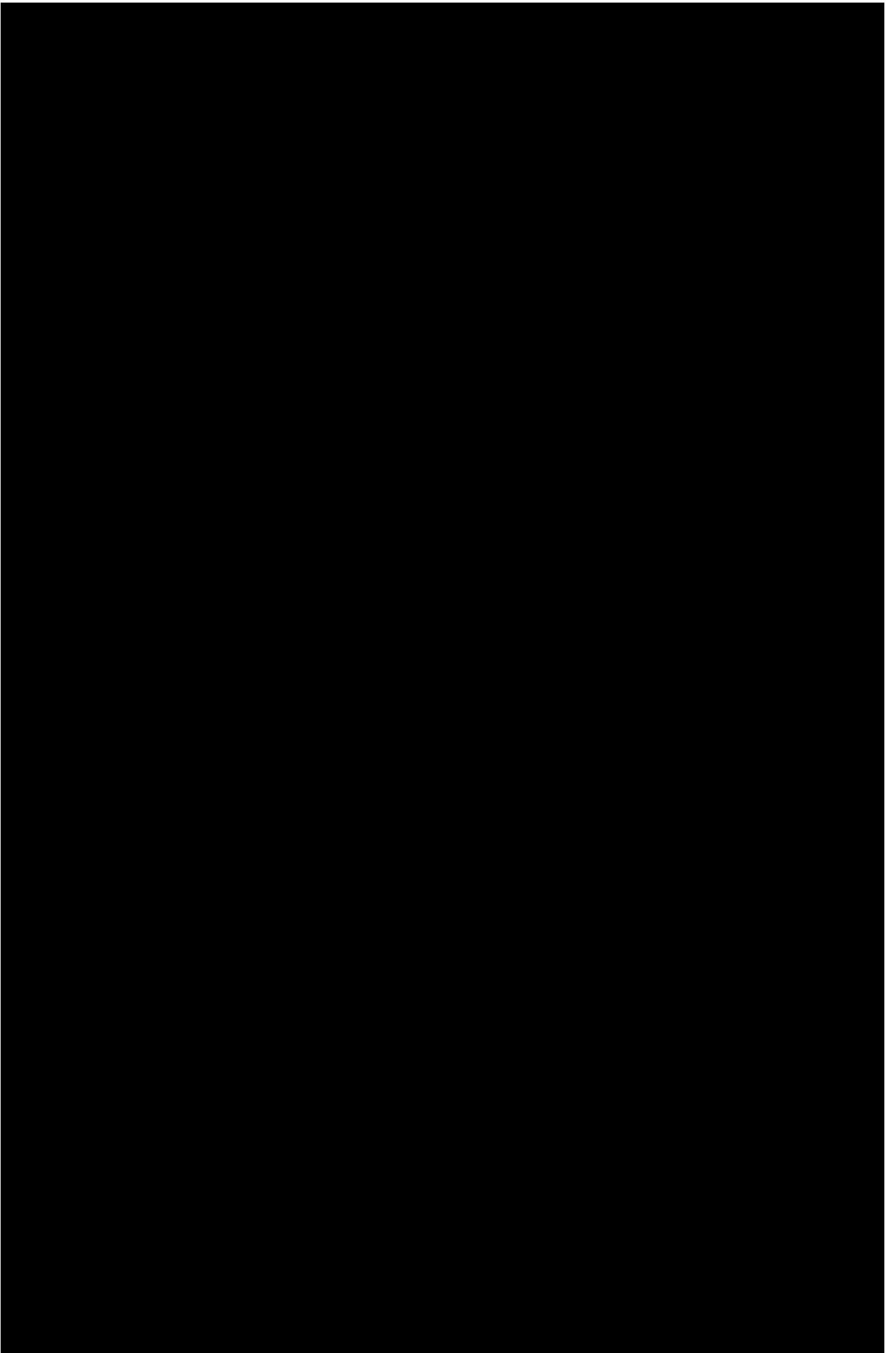




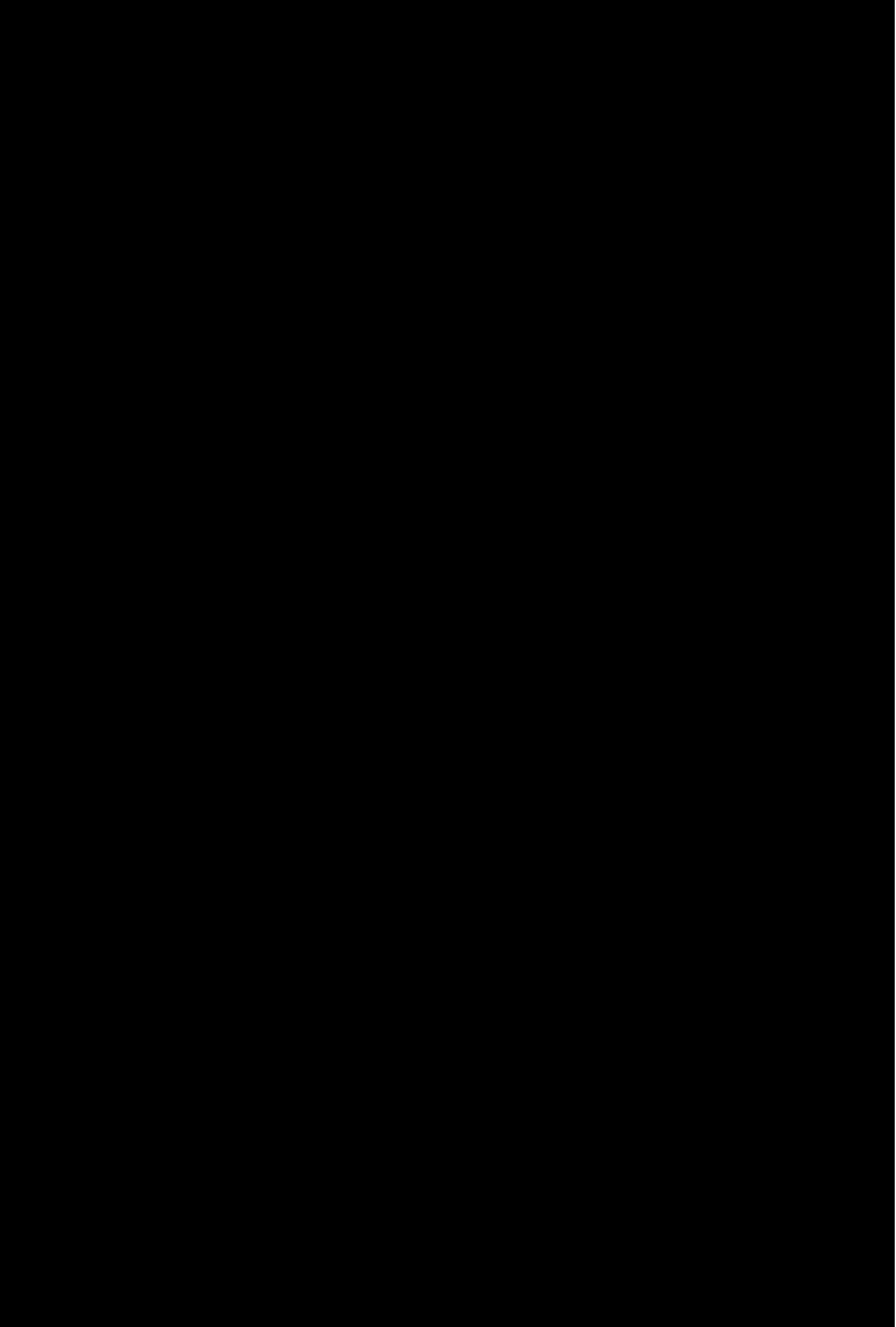












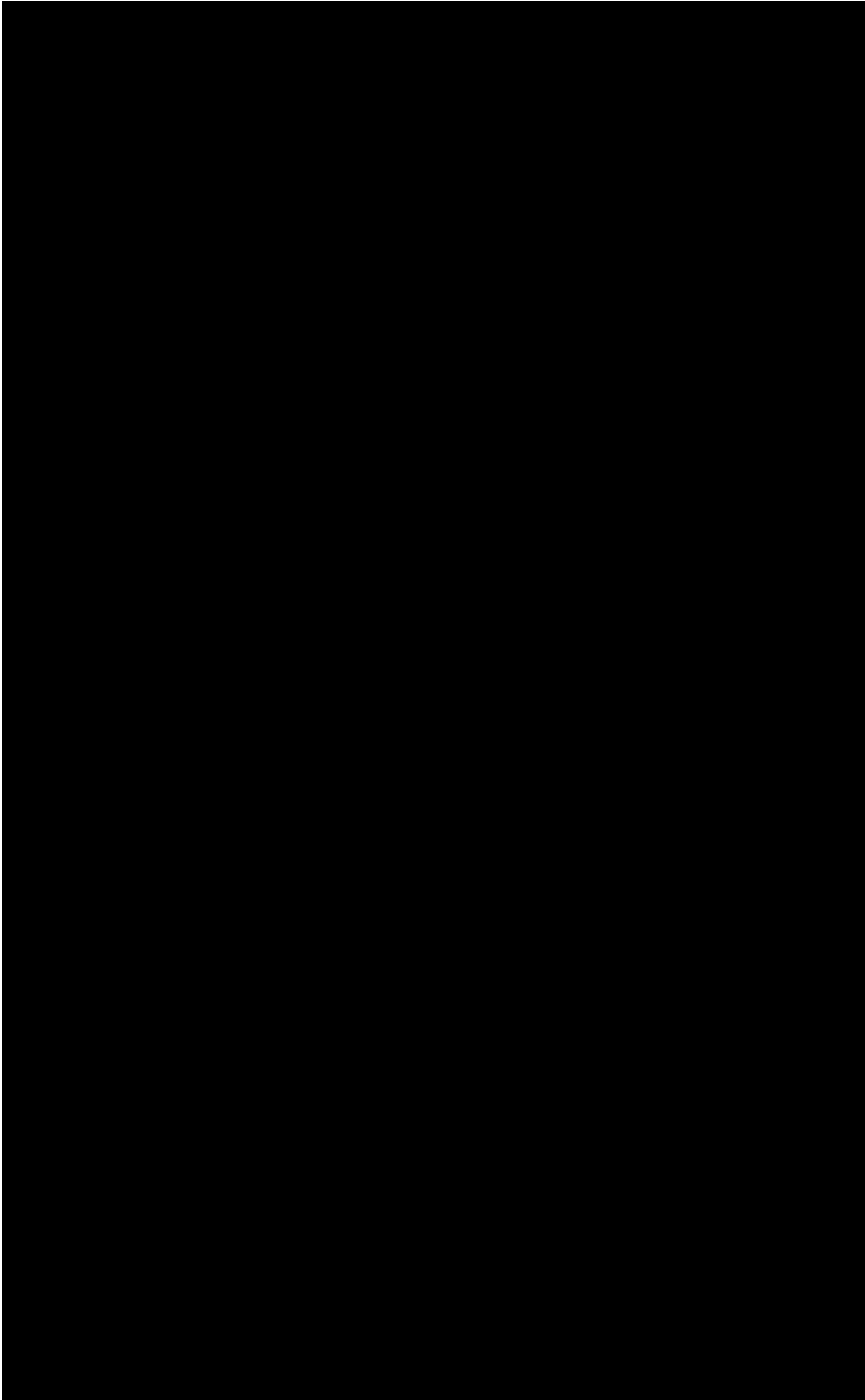


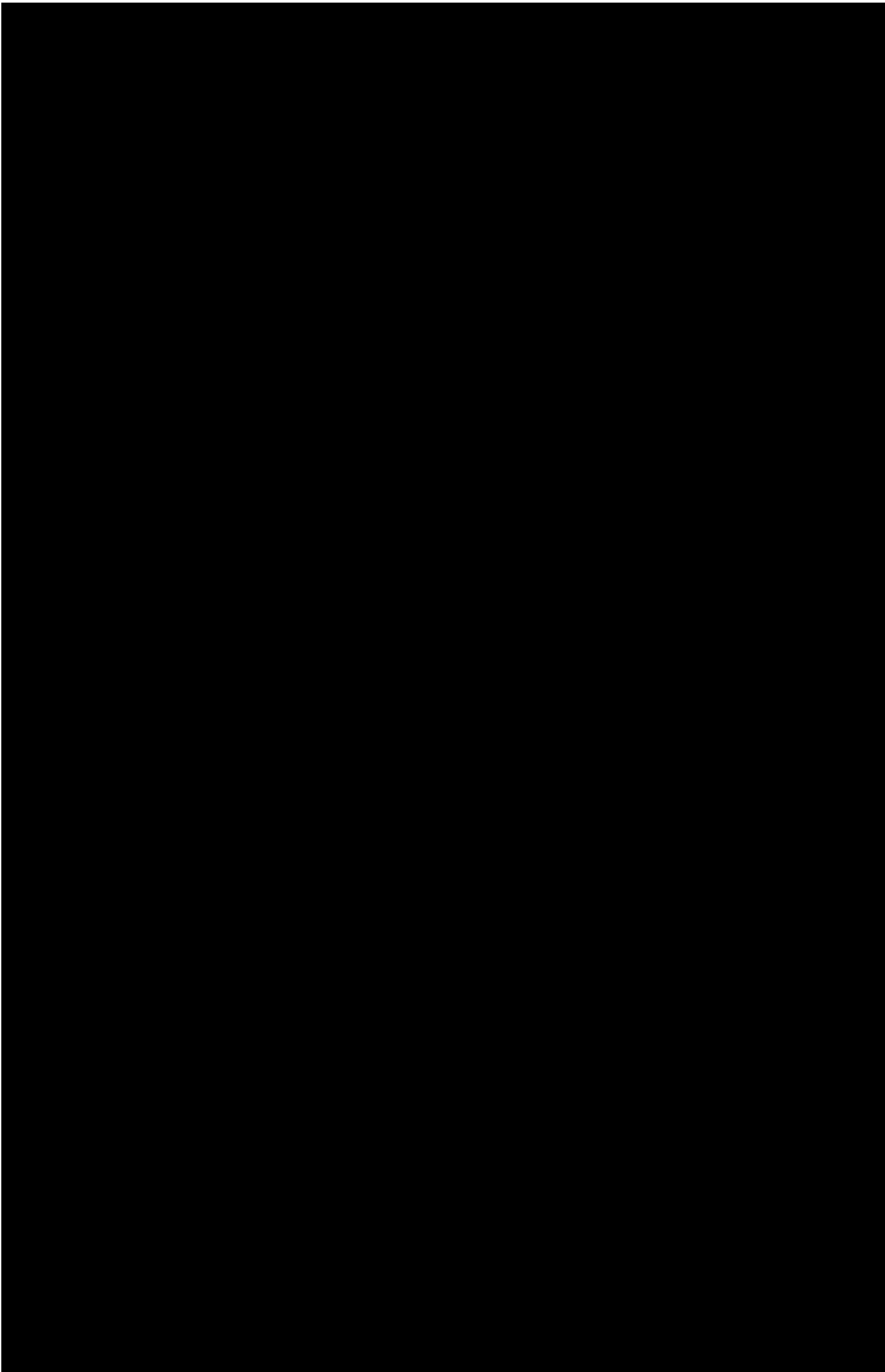


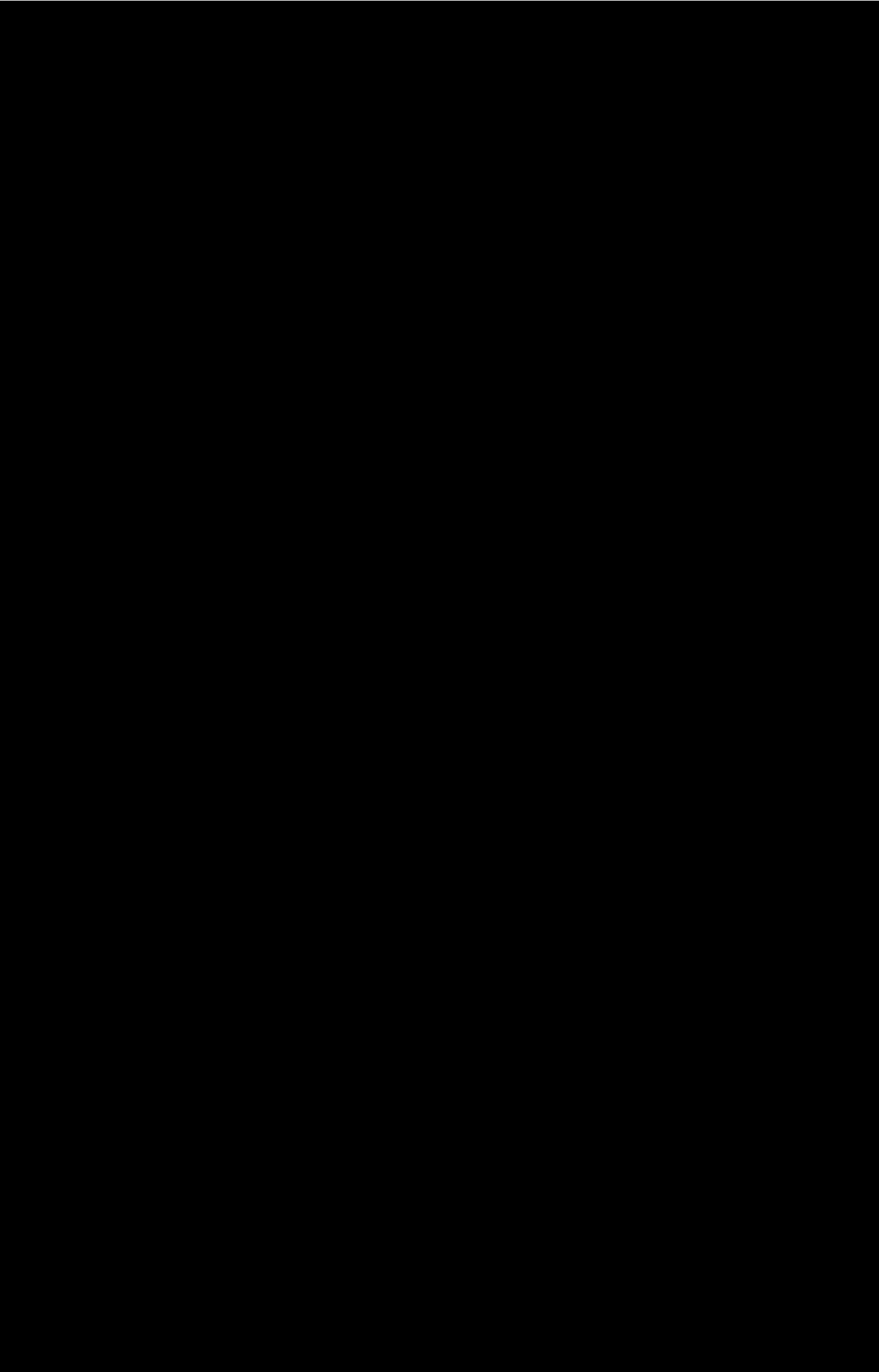








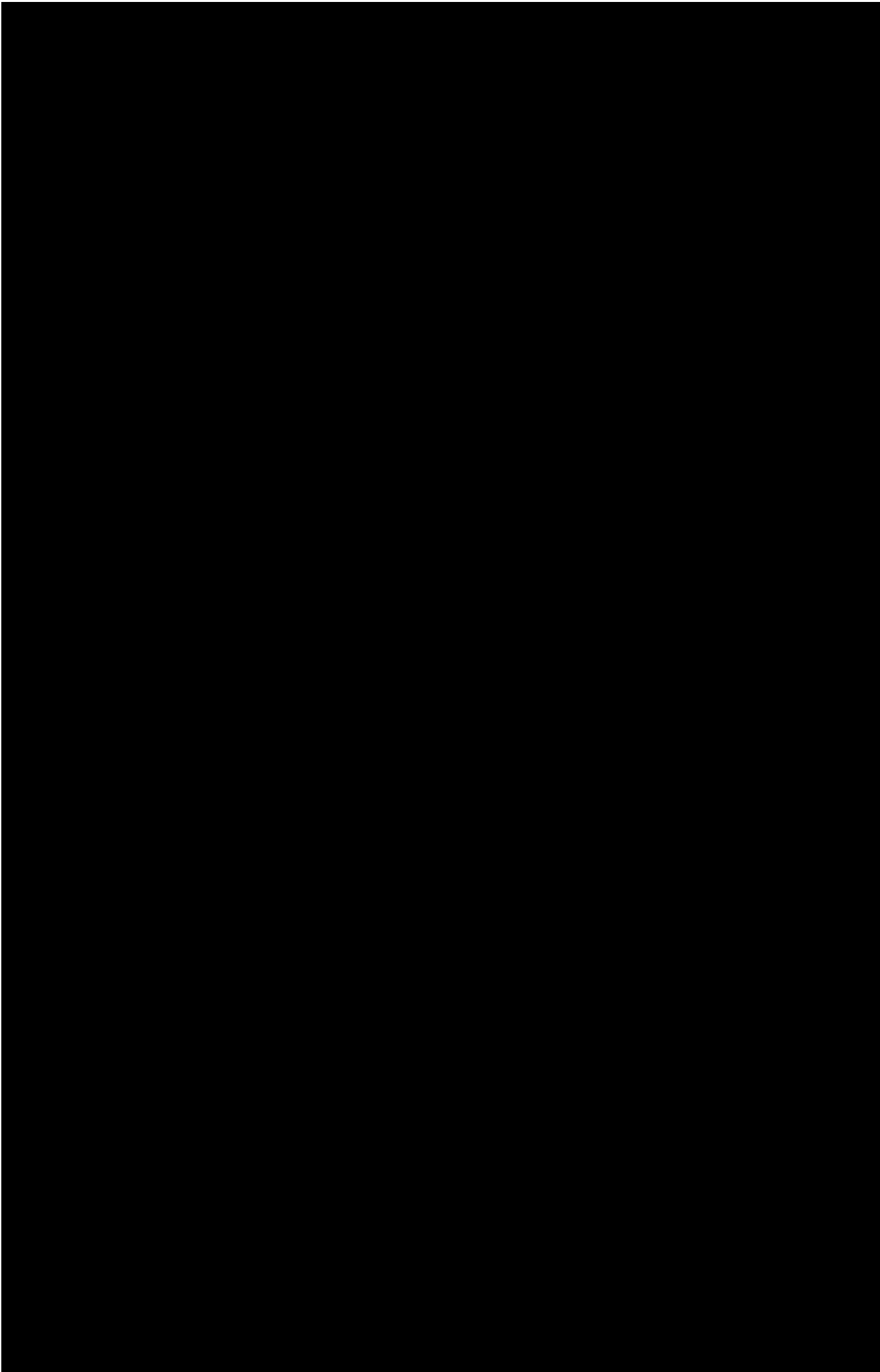




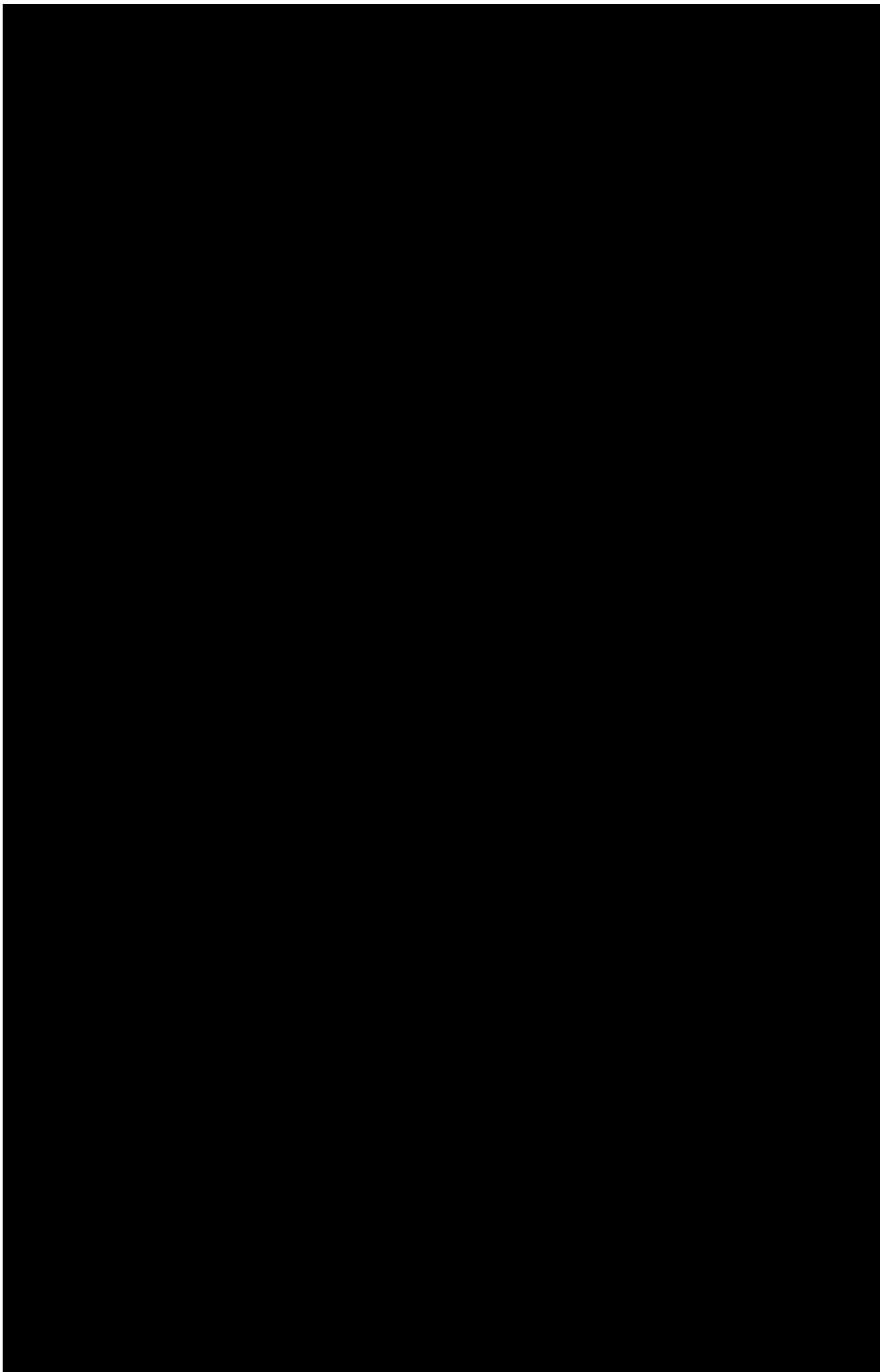


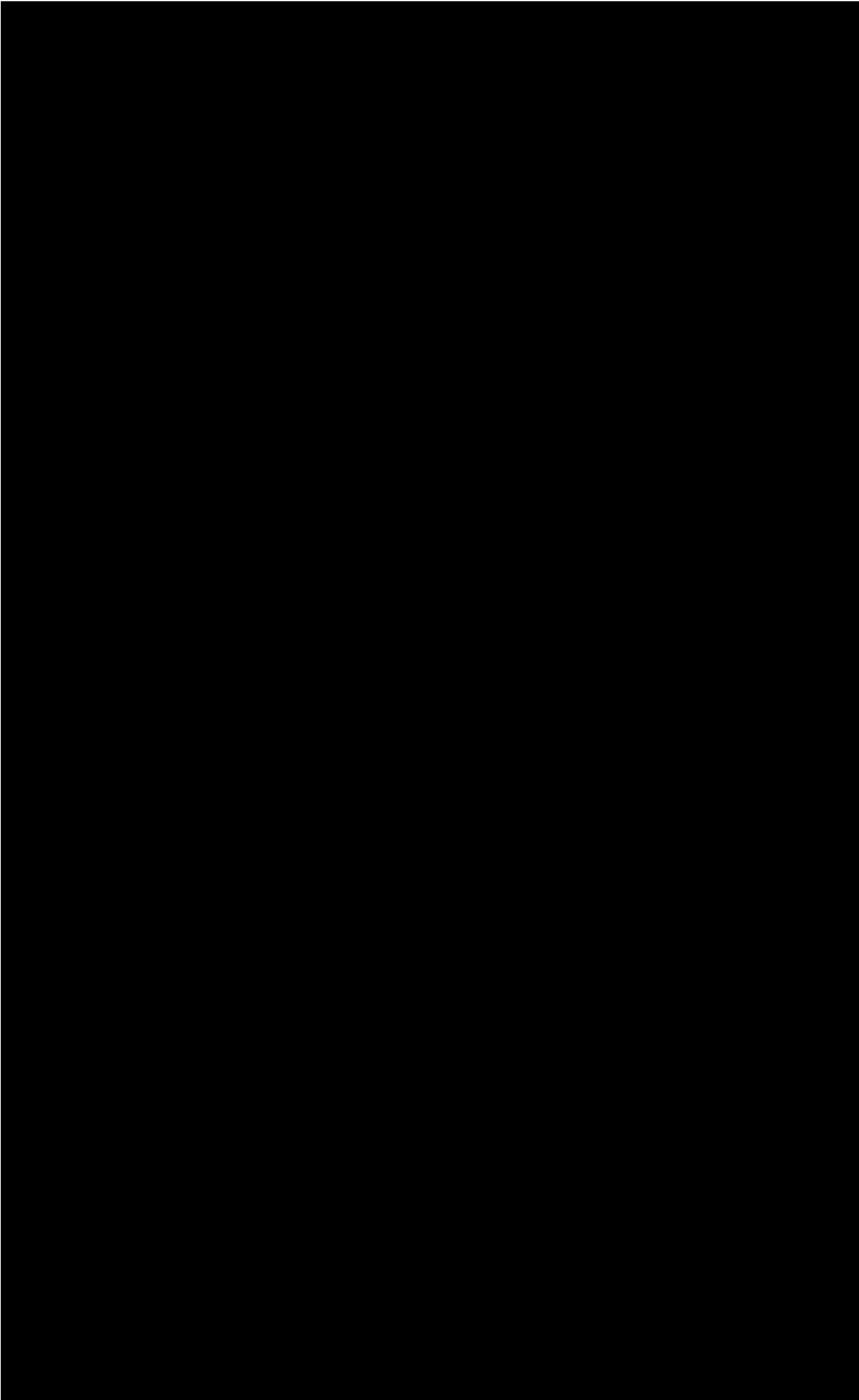


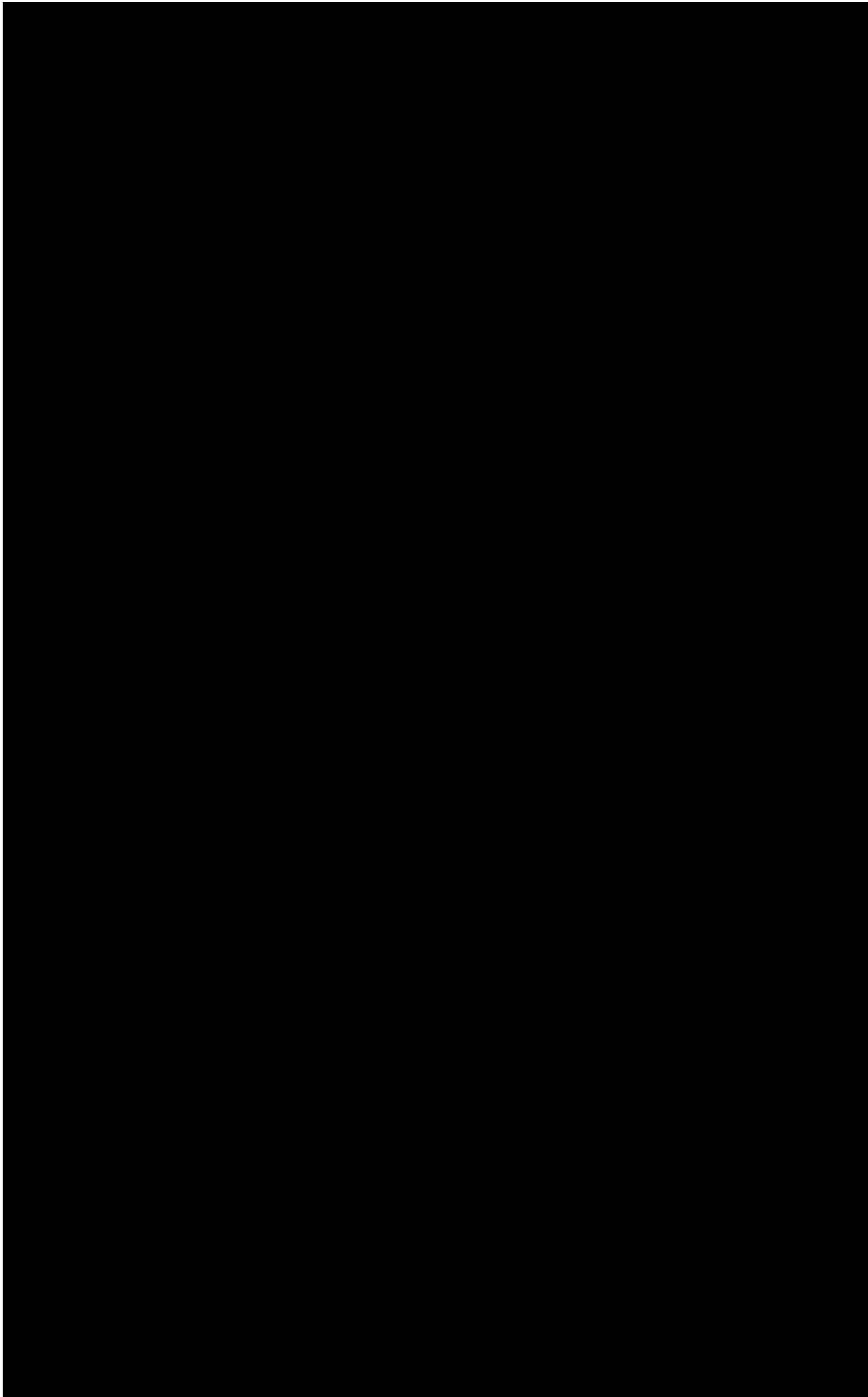


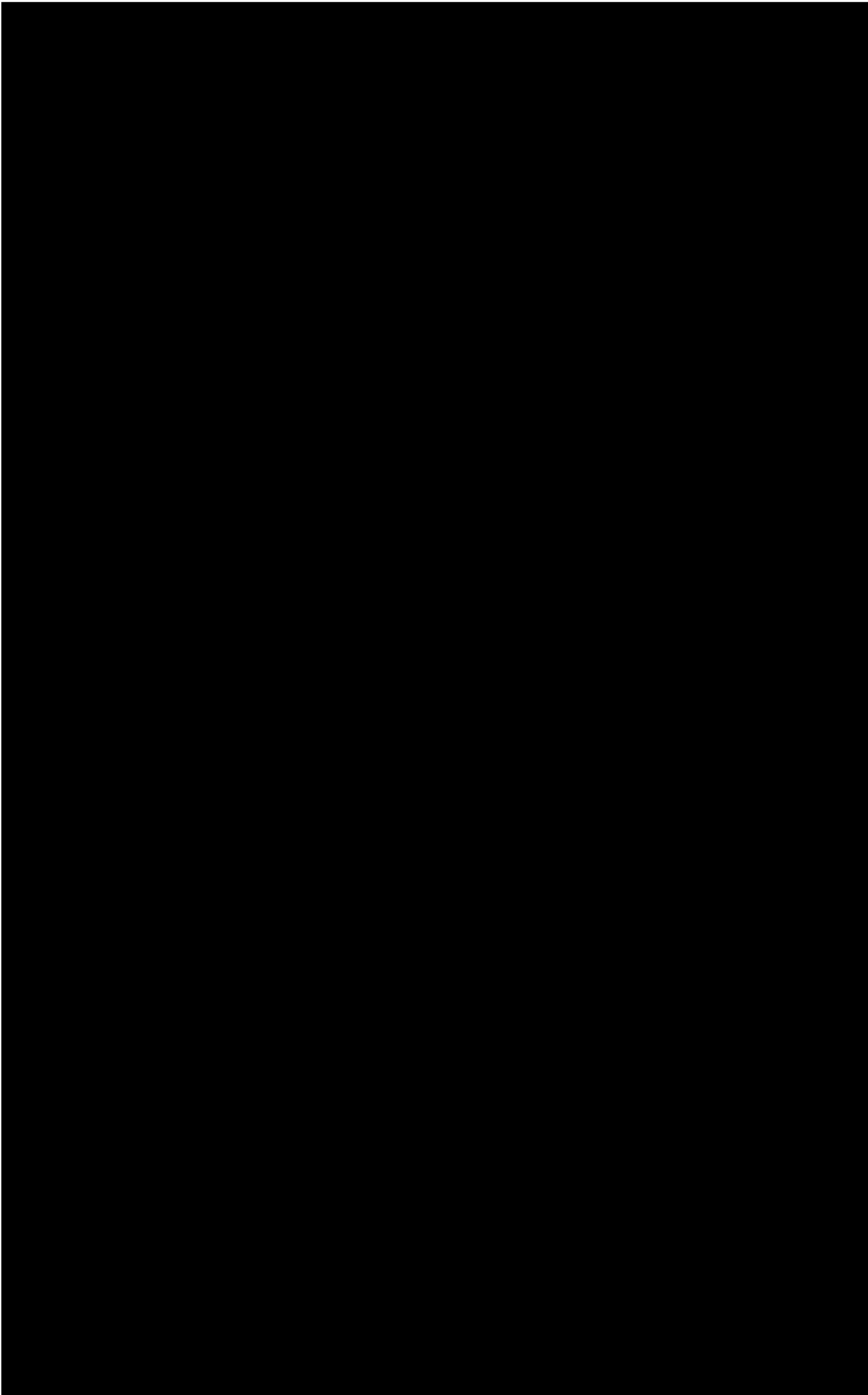


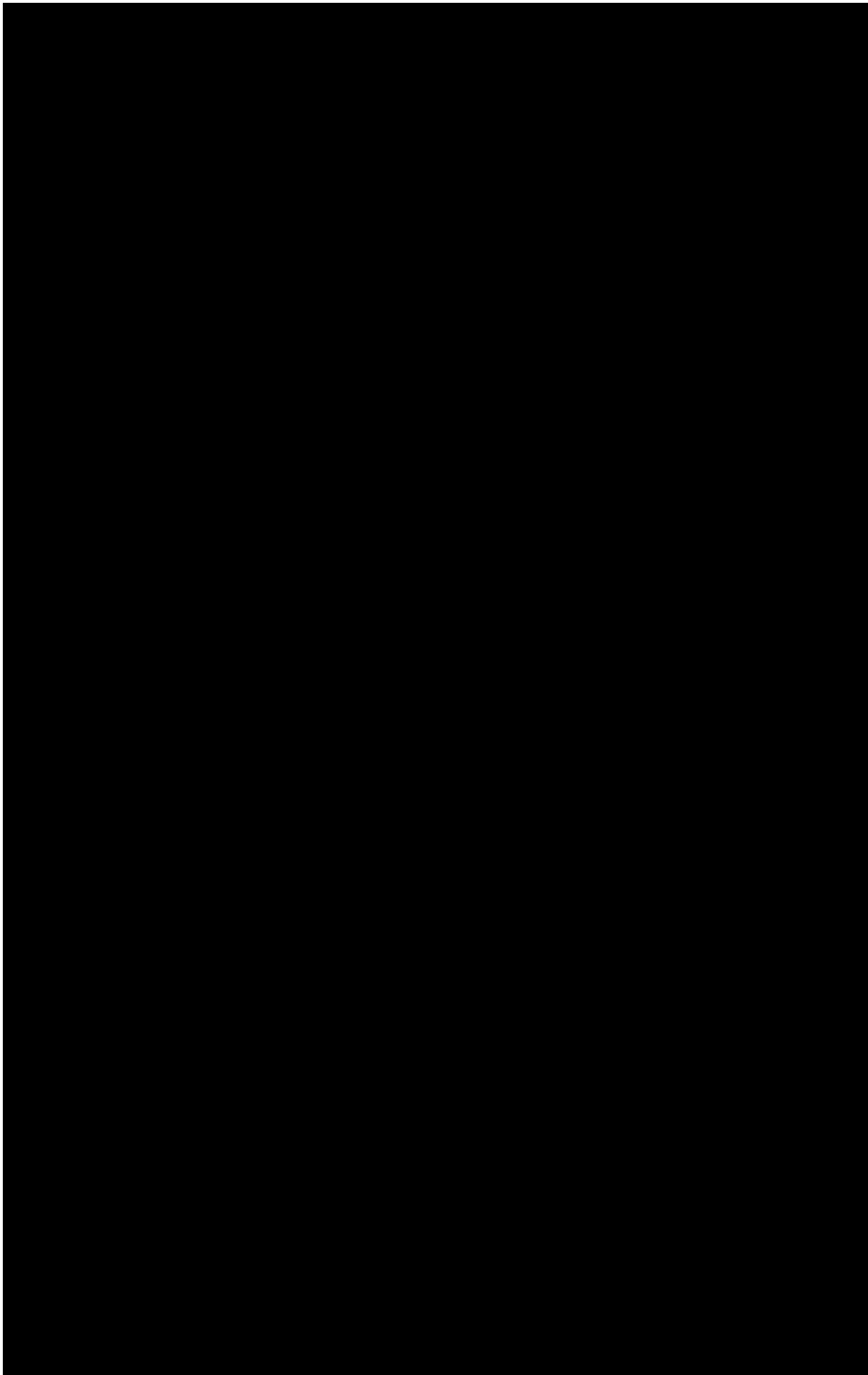


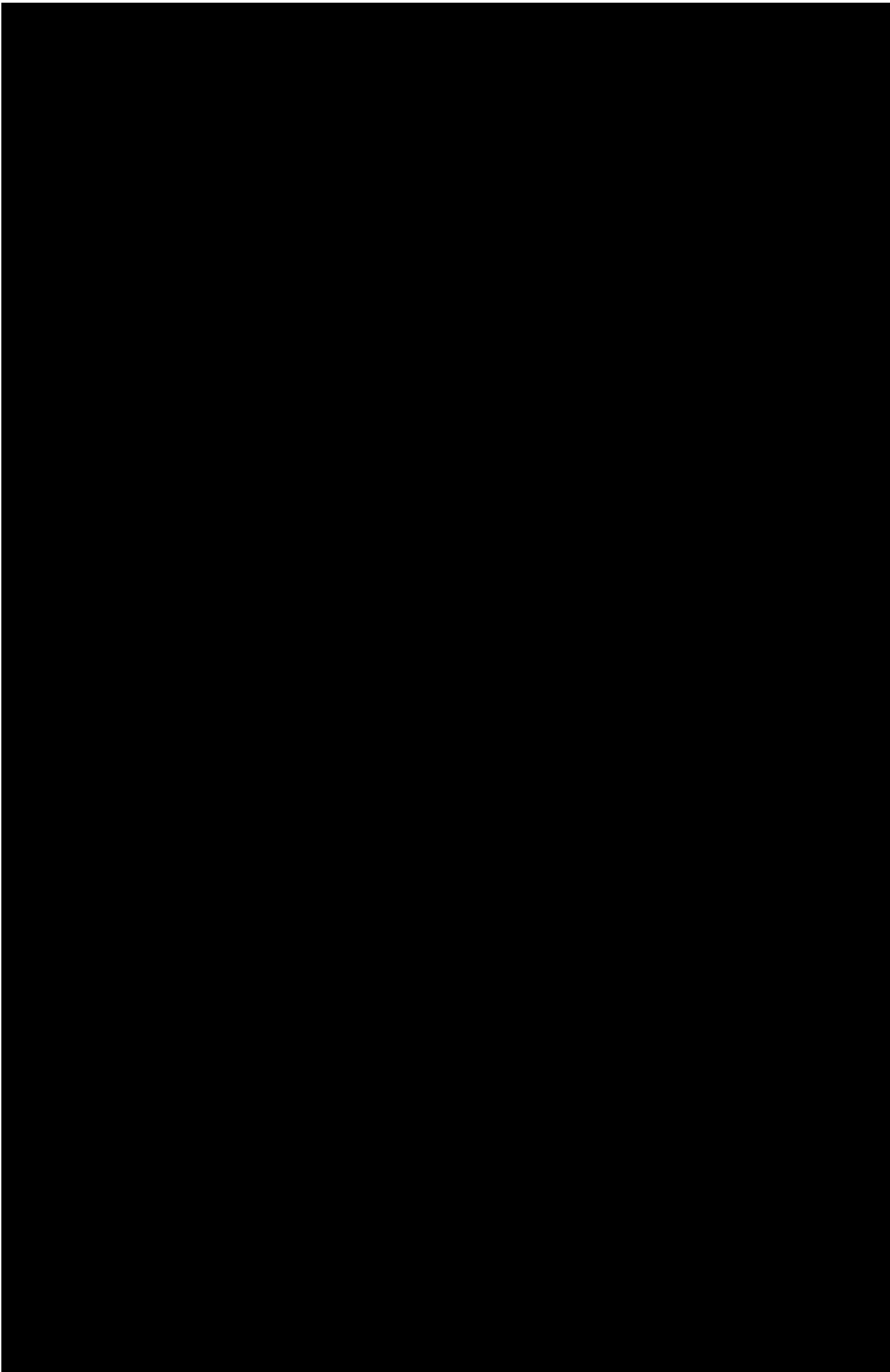


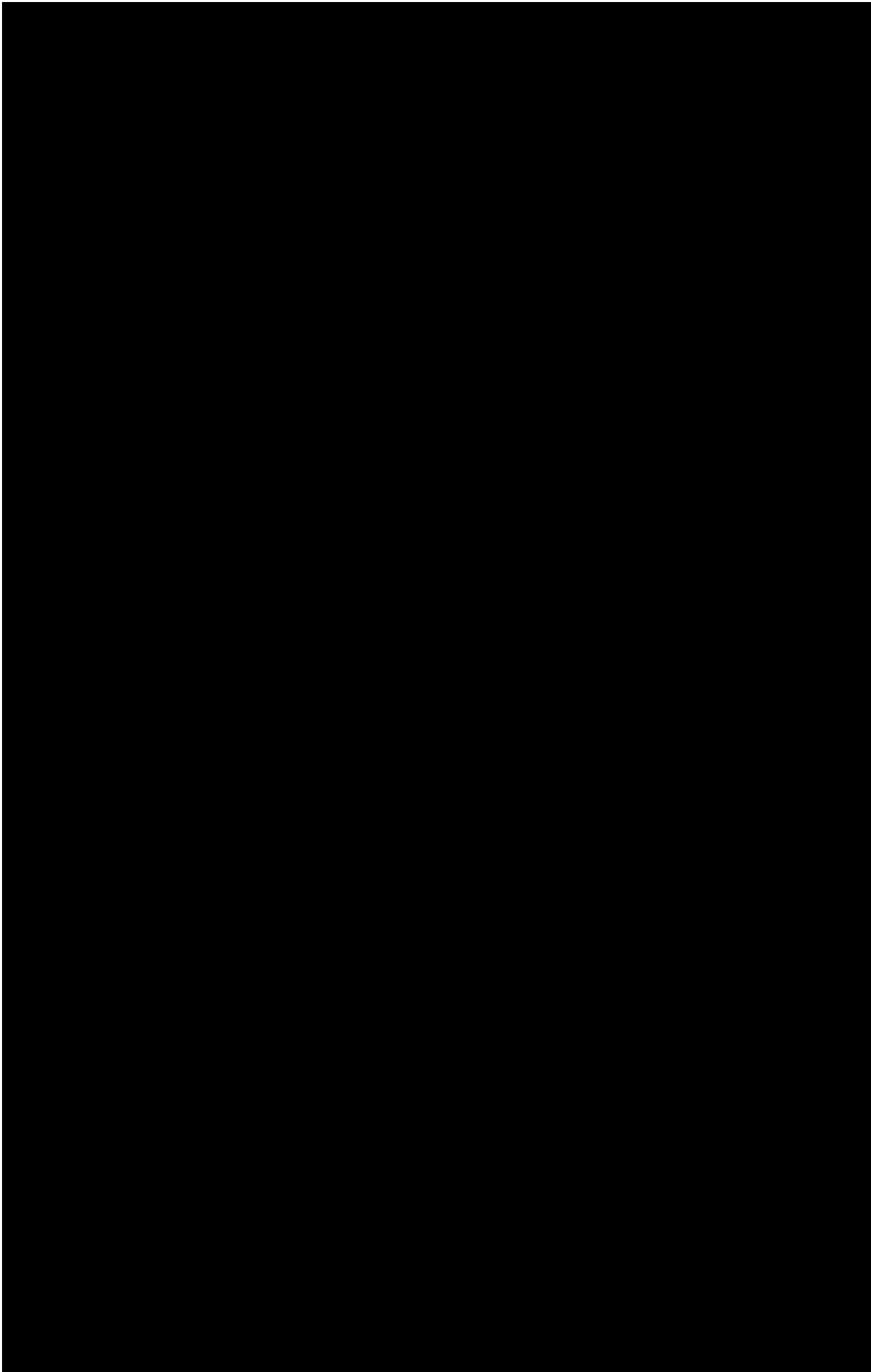


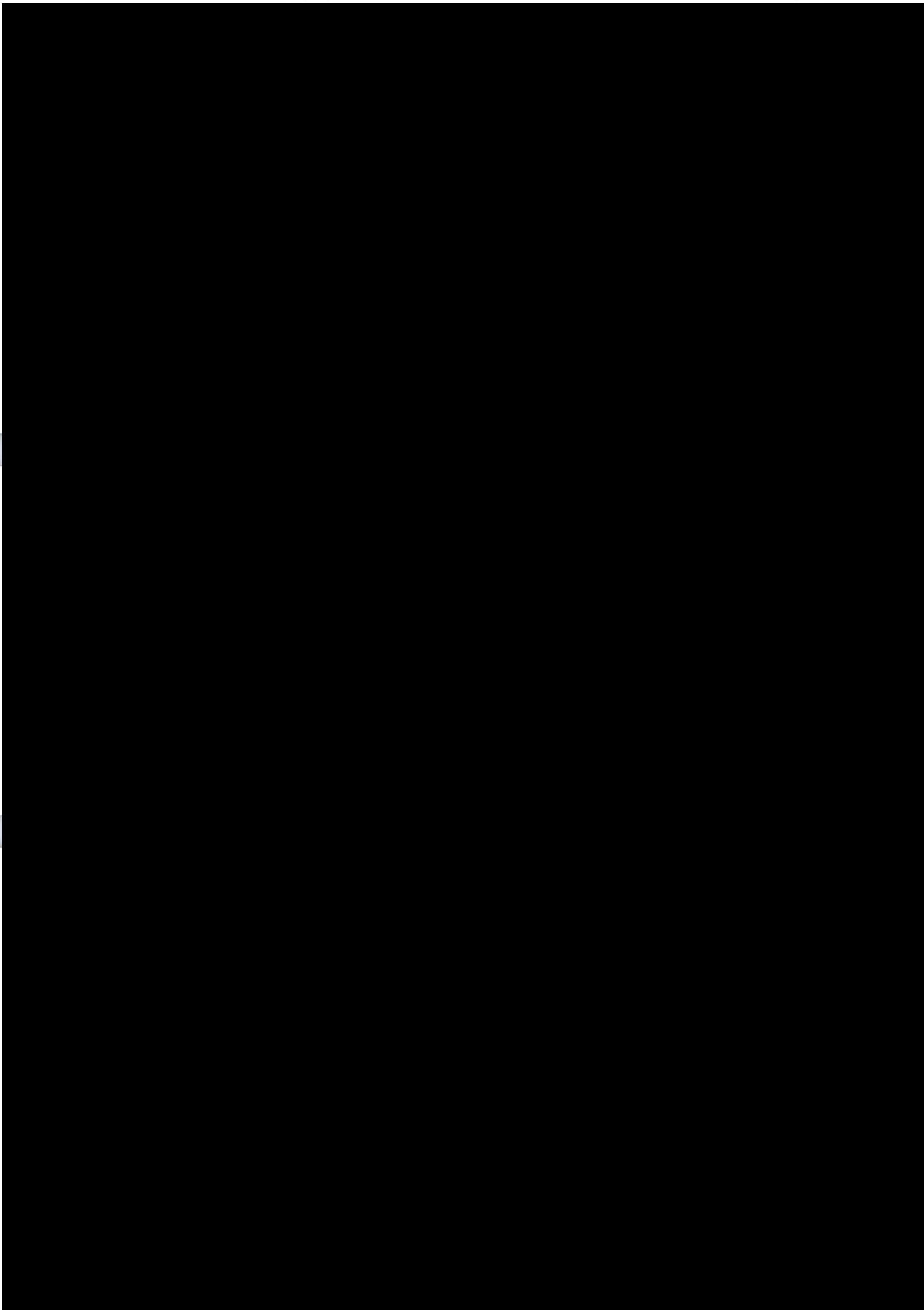


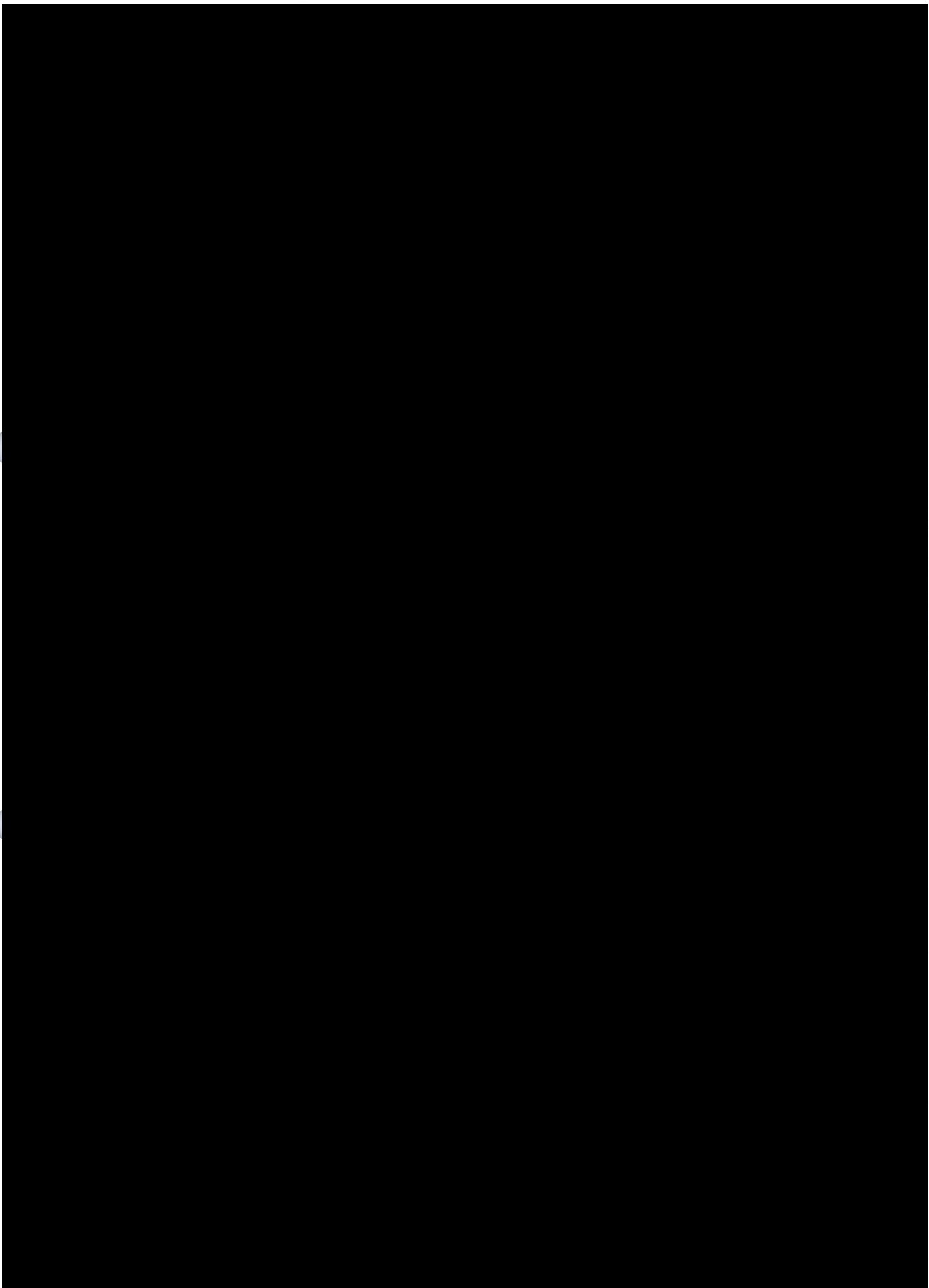


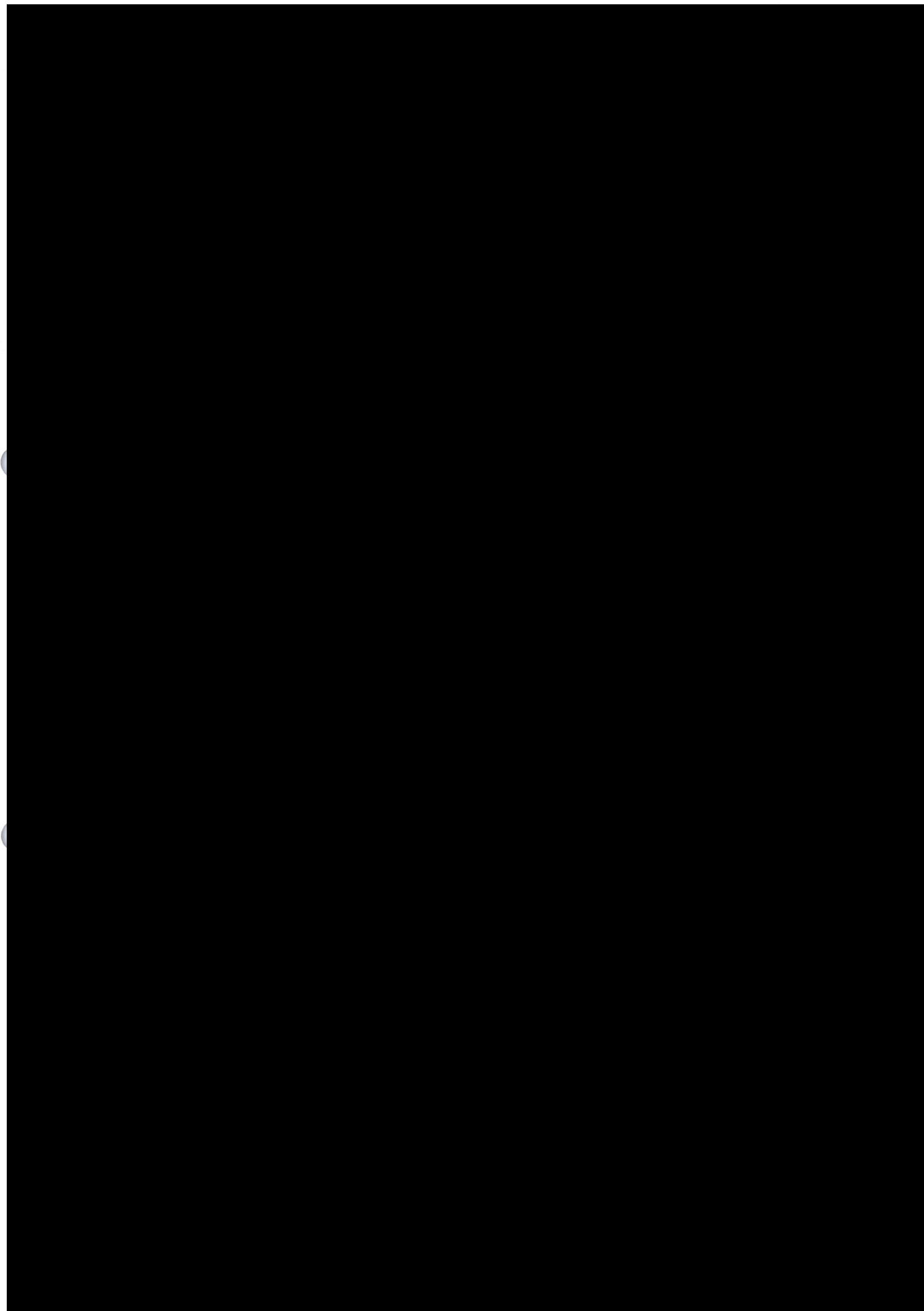


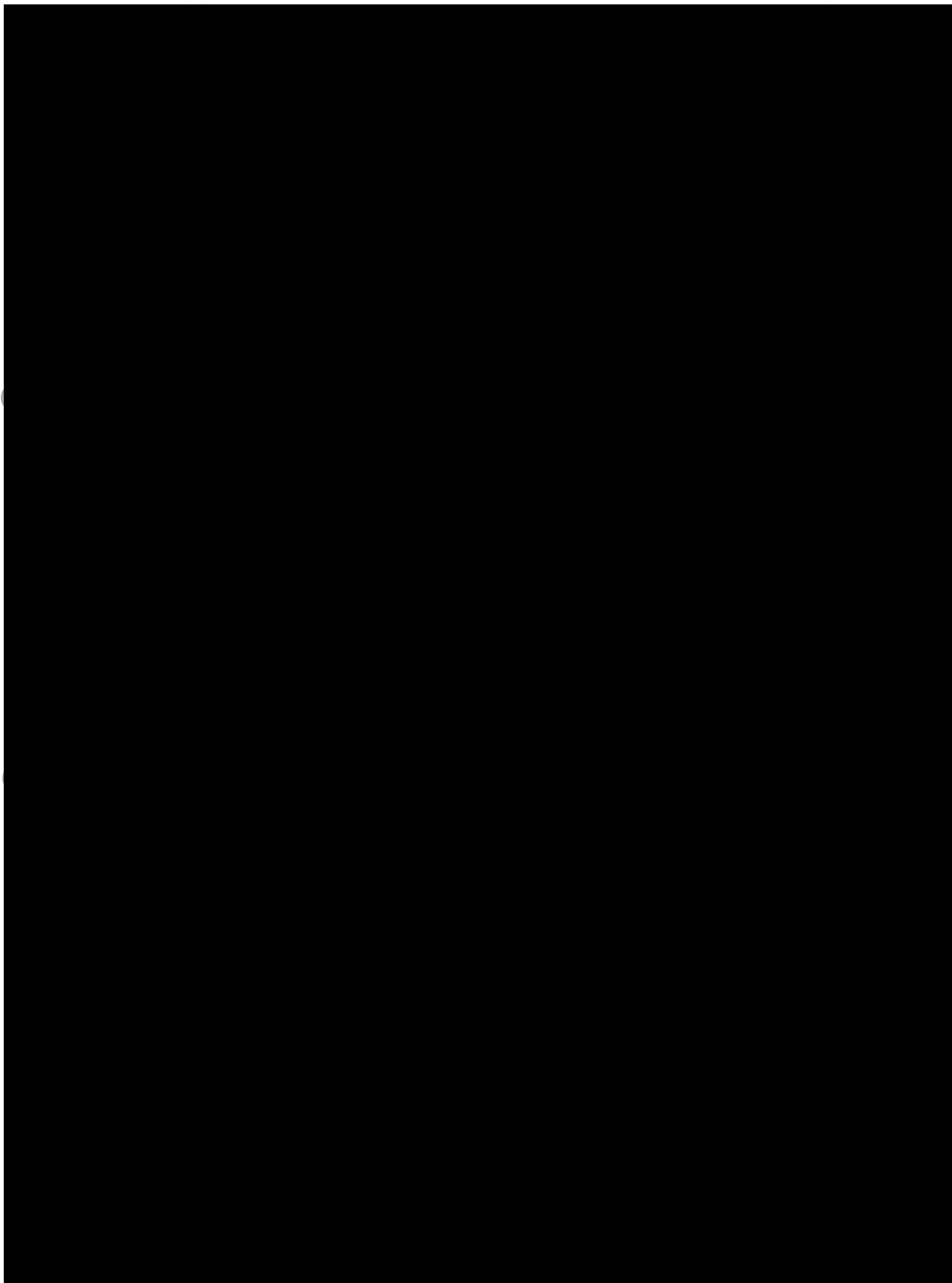


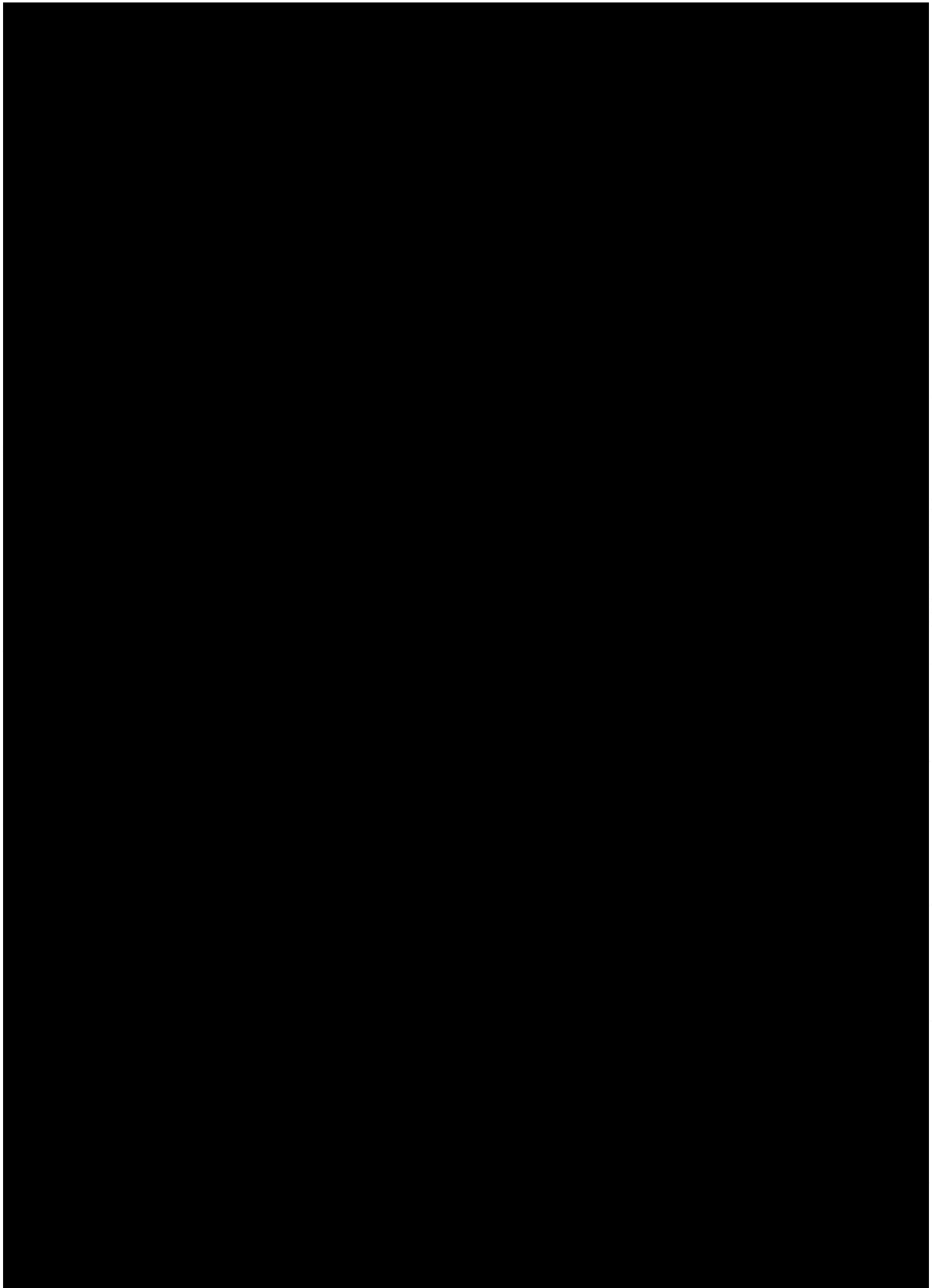


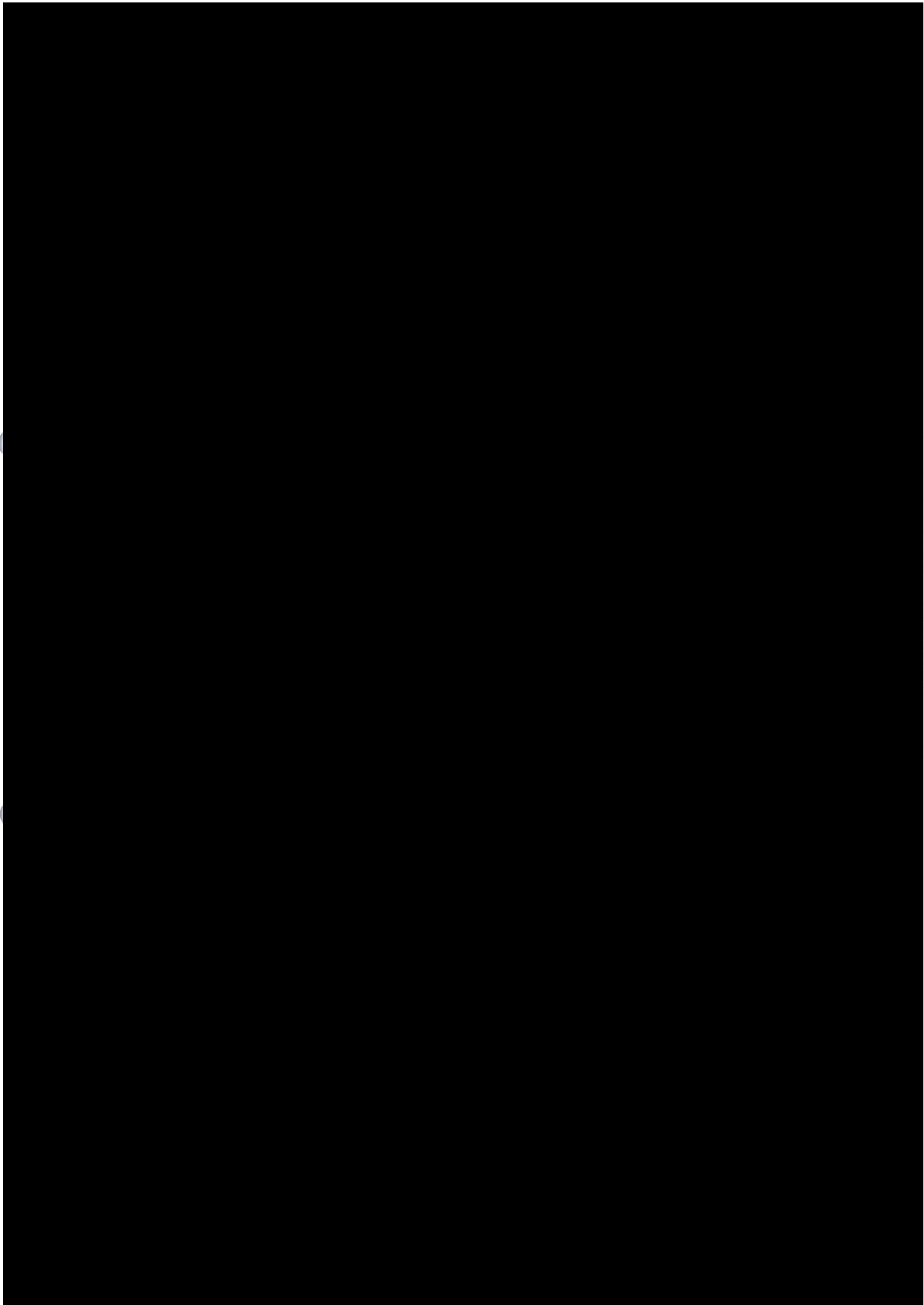


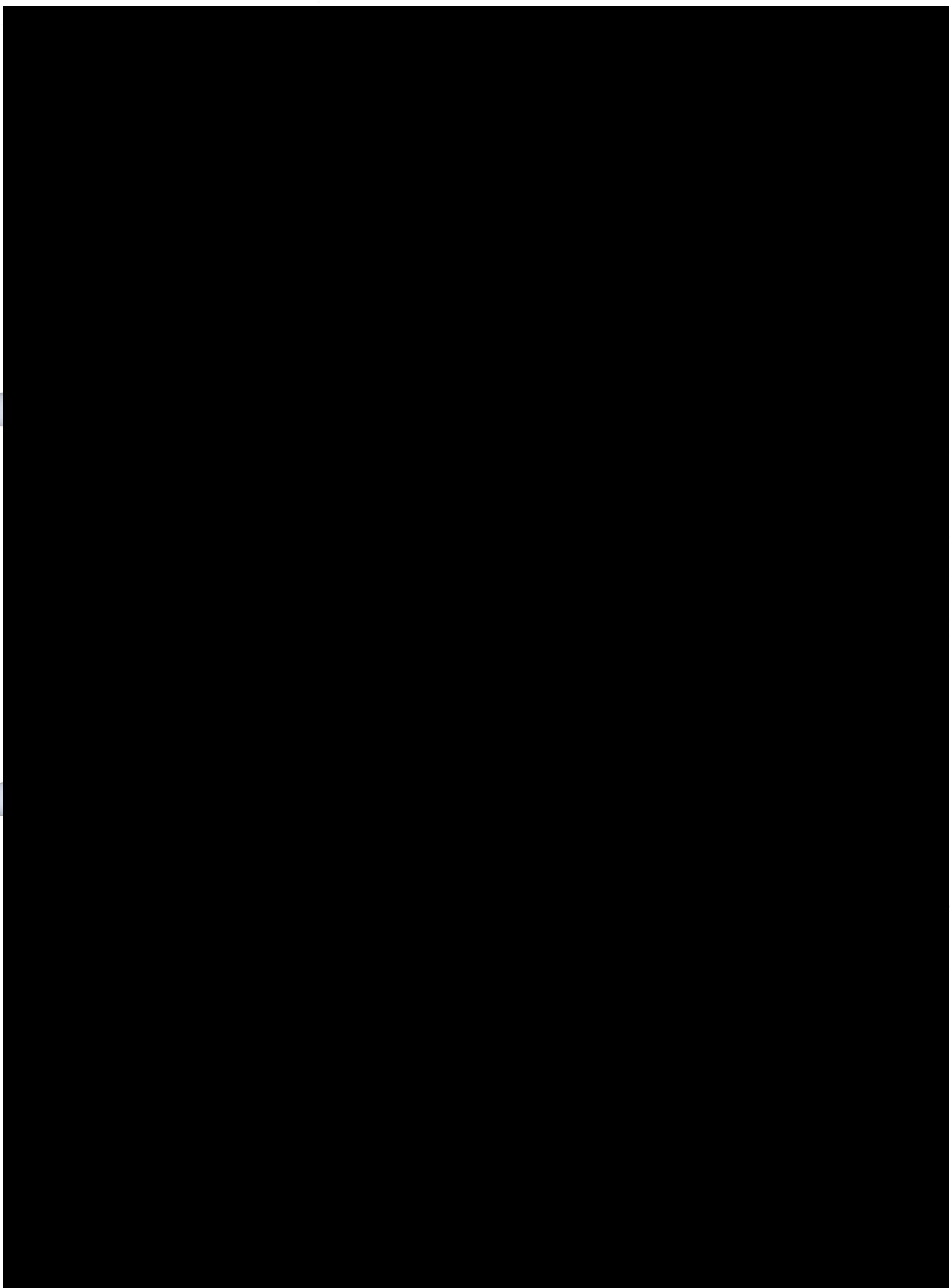


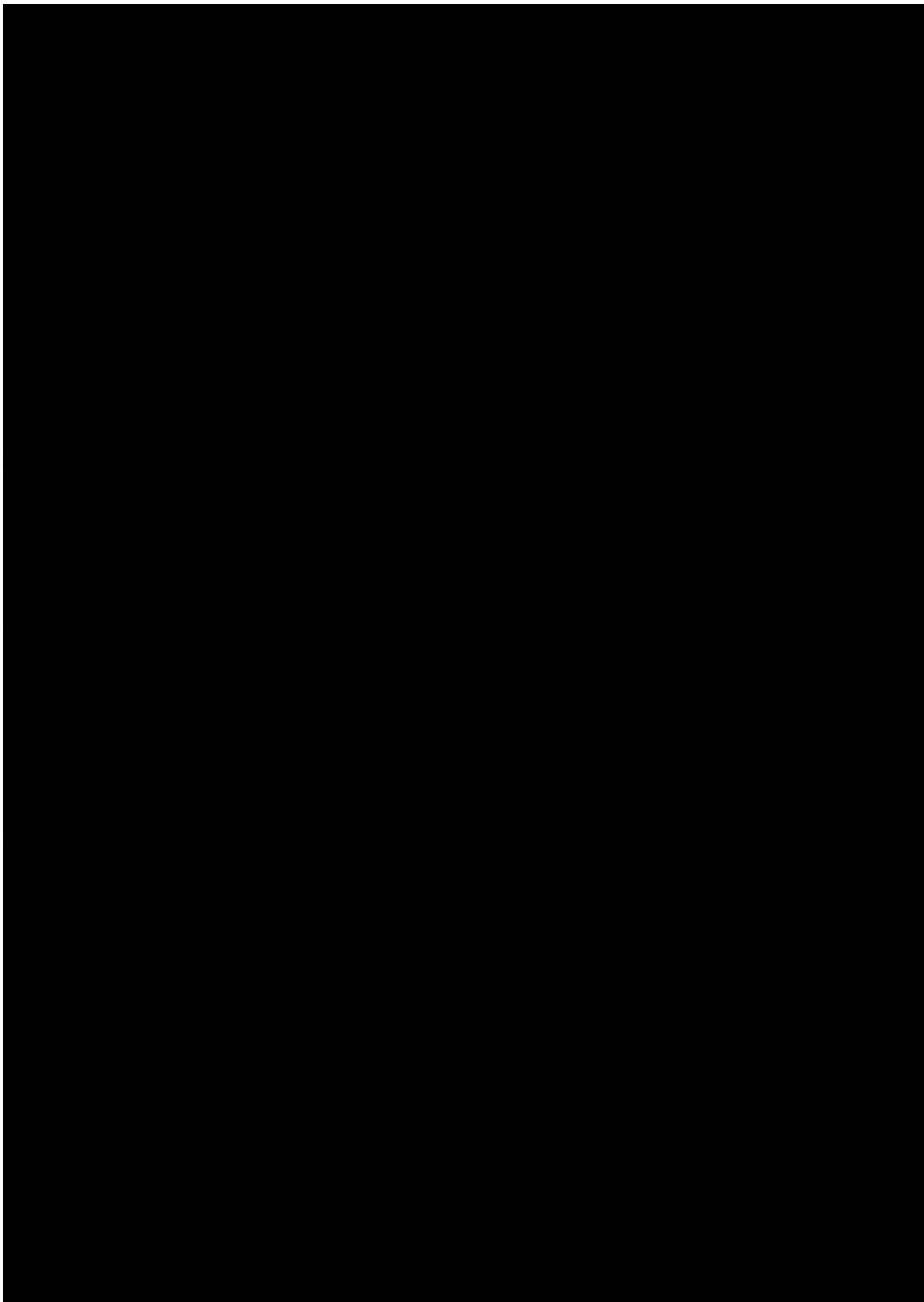


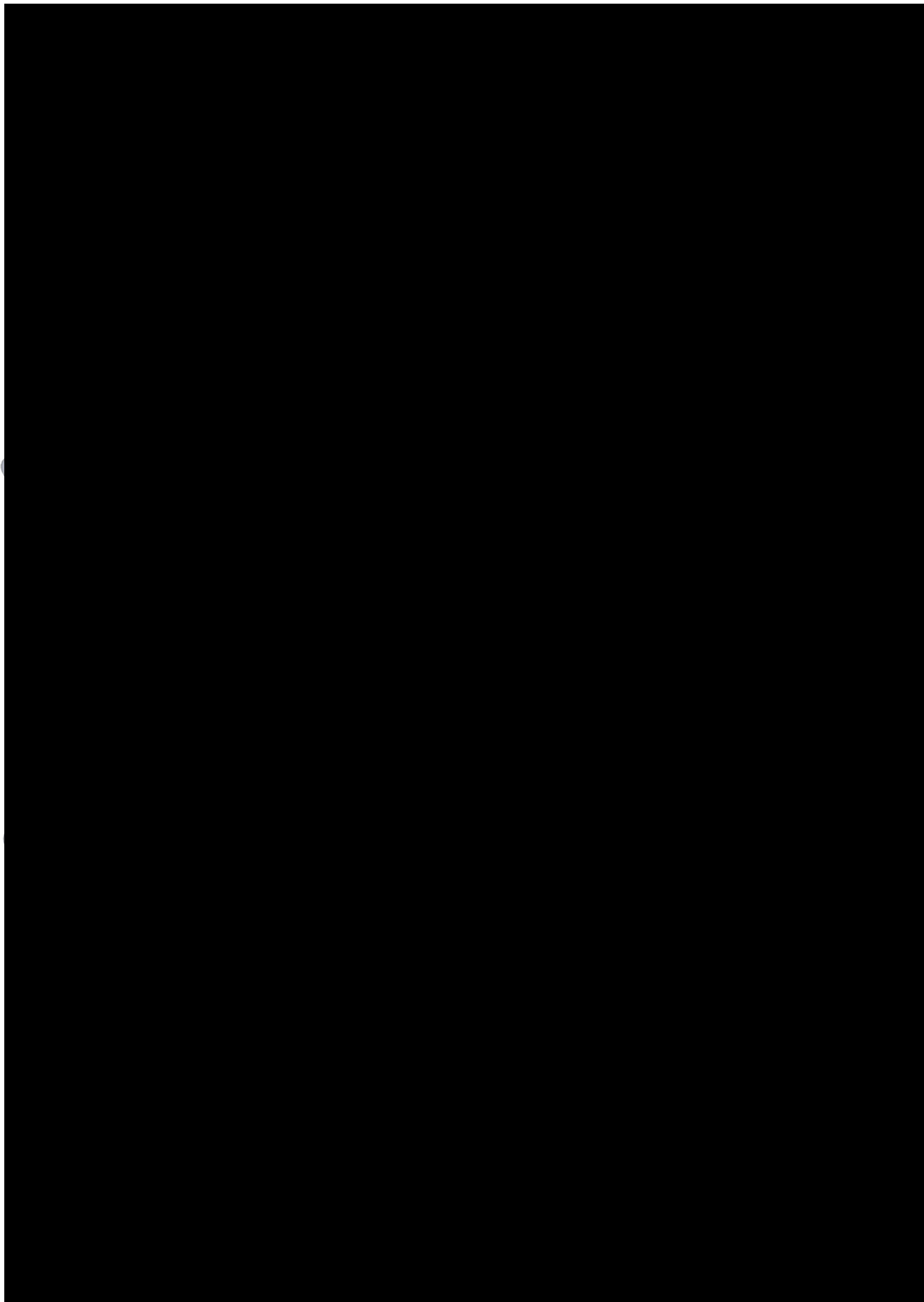


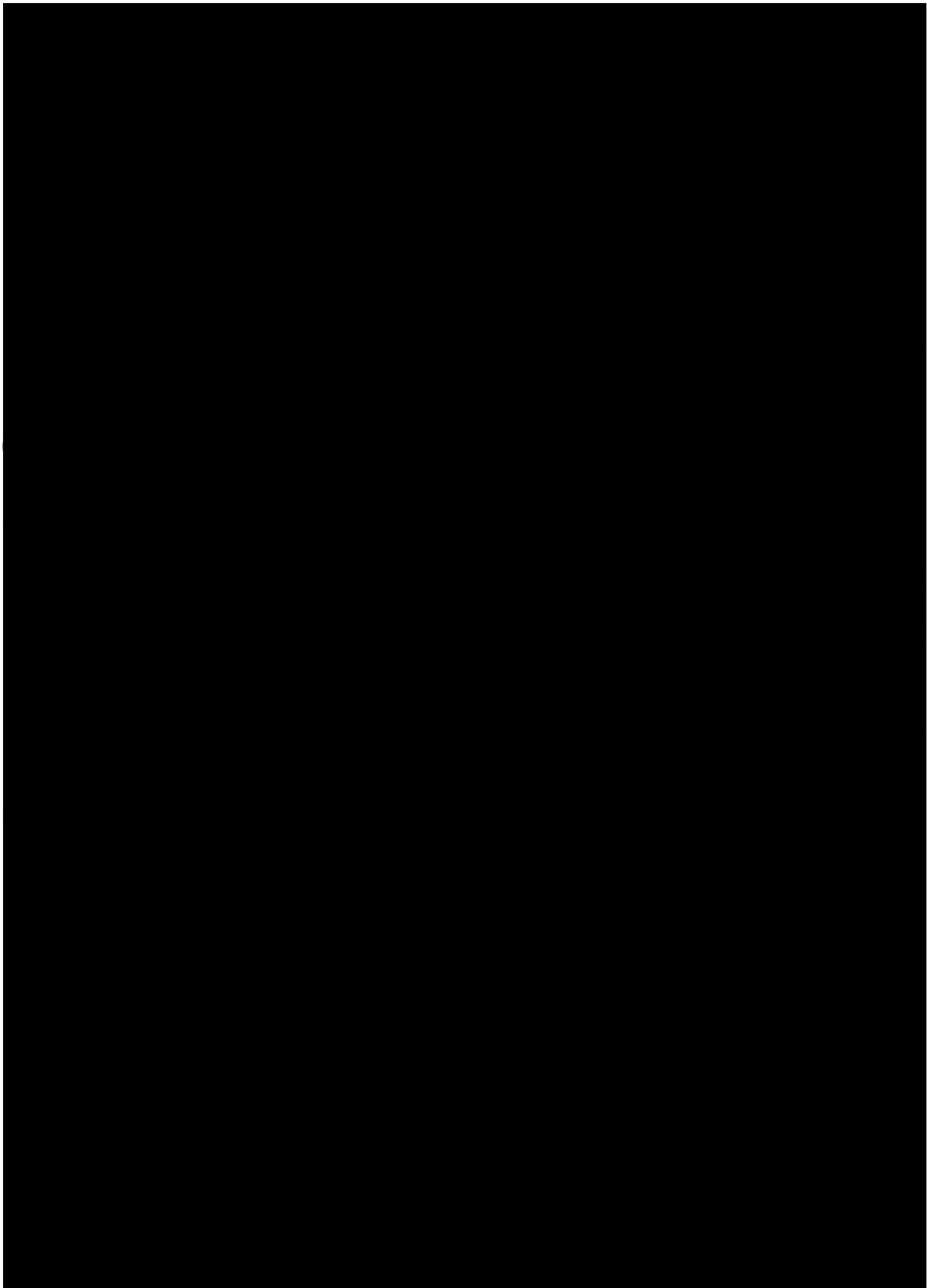


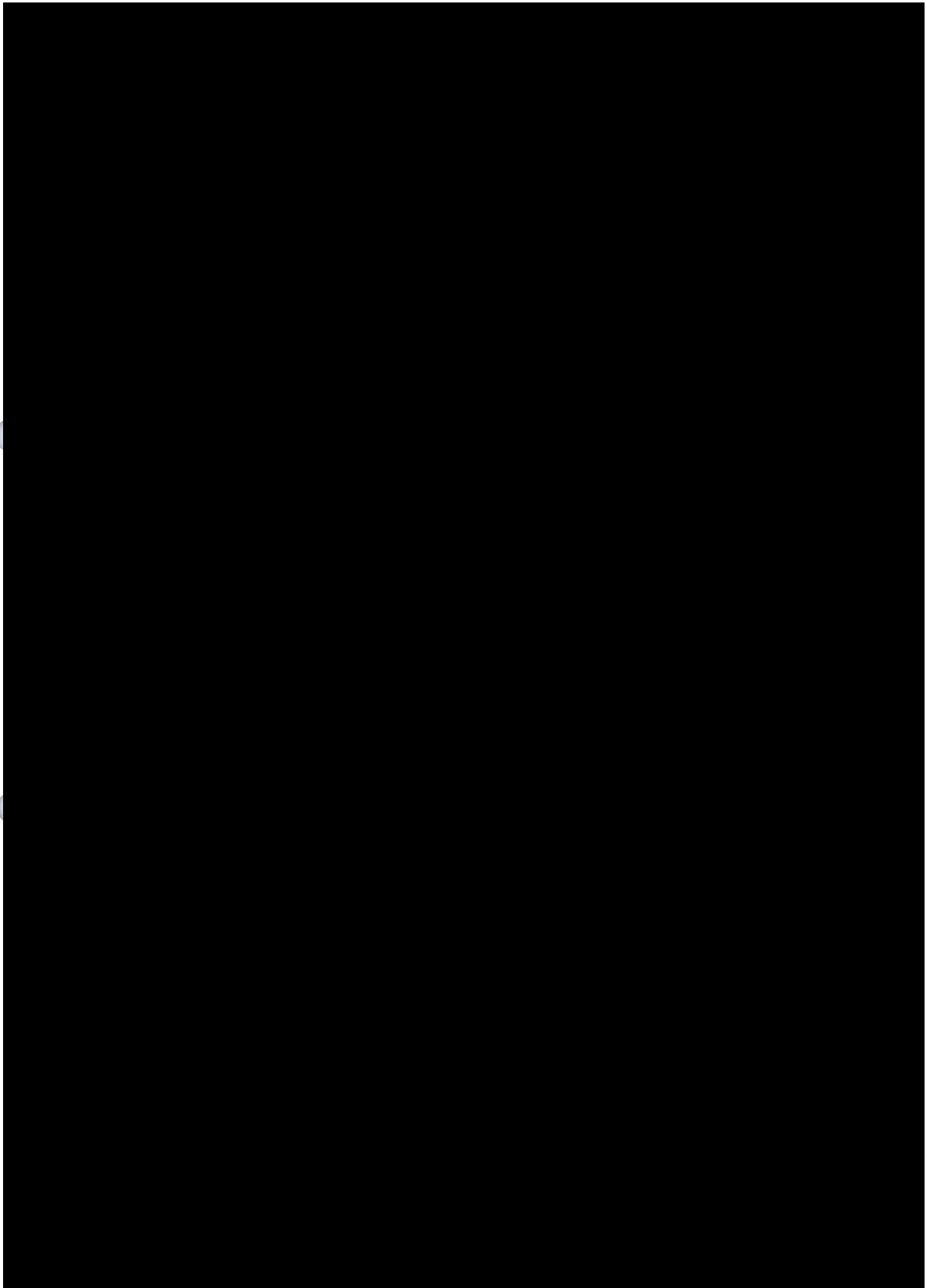


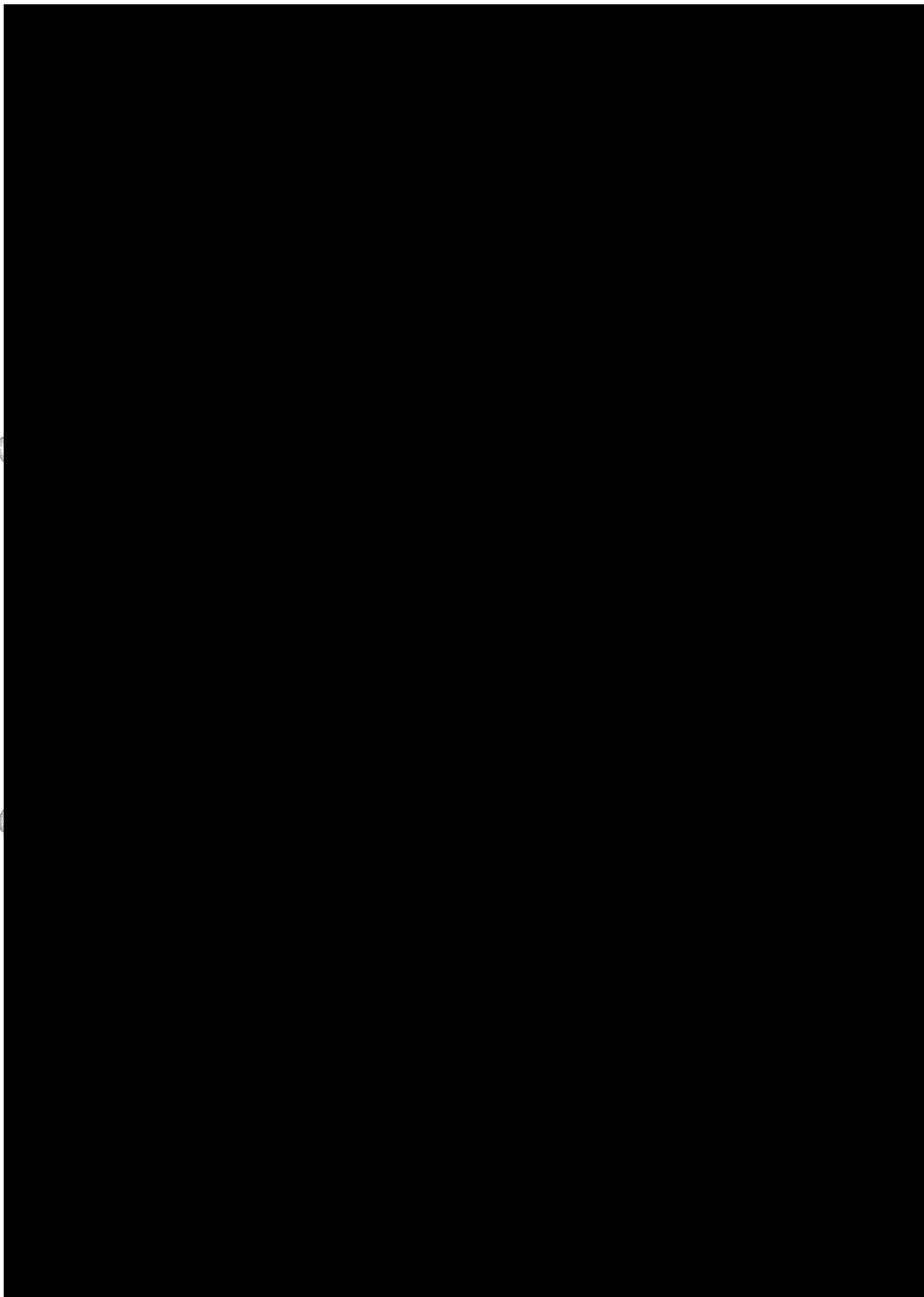


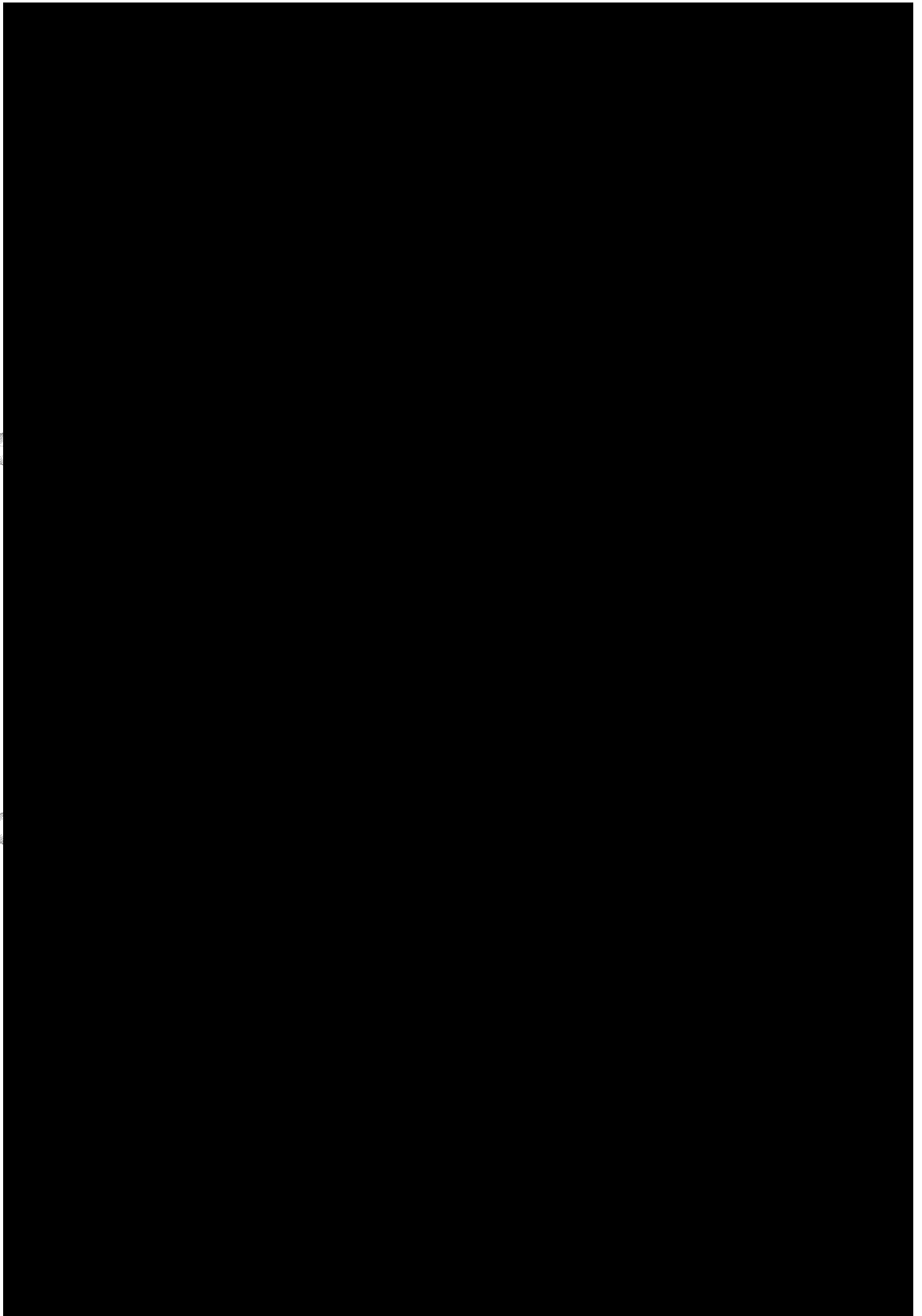


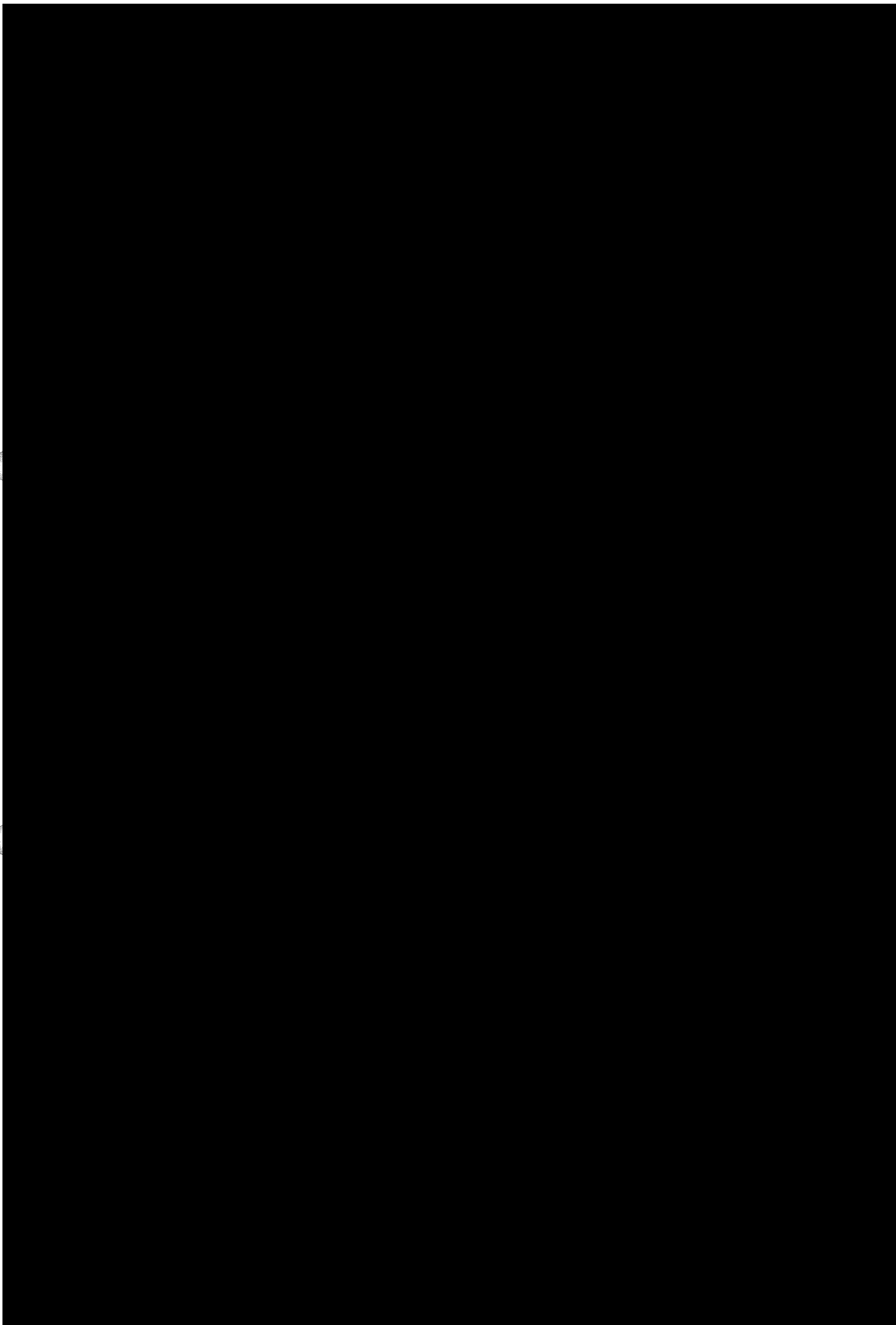




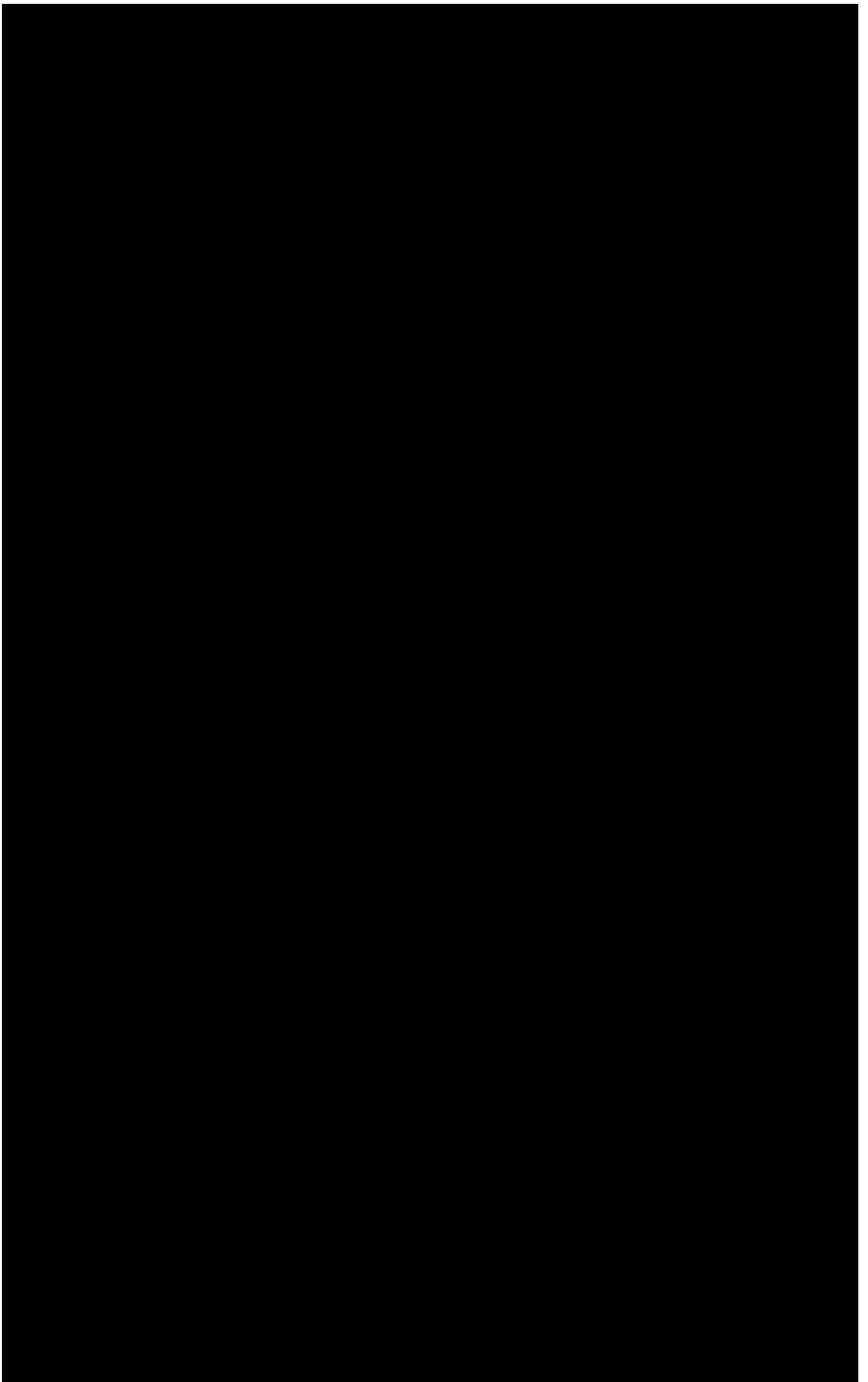












ANNEXURE M

