

Government Information (Public Access) Act 2009

Explanatory Table

Victoria Cross Integrated Station Development Over Station Development Project Delivery Agreement

Contract Number: 504

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

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

In preparing this explanatory table, the Principal has:

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

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|---------------------------|----------------------------------|---|--|--|
| GENERAL CONDITIONS | | | | |
| 1. | Contents page | The information redacted are defined terms and clauses which have been redacted entirely in the general conditions. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA, and therefore the level of risk that the VC Developer was willing to price and accept to perform the OSD Works; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <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. | |
| 2. | Clause 1.3(b)(ii)(D), 'Order of Precedence' | The information redacted is a defined term. | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 3. | Clause 2.2 'Design and construction of OSD Works' | The information redacted are parts of the clause. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to specific design and construct obligations under the OSD PDA and how it will impact a party's liability; and</p> <p>b) revealing the information would place the parties at a</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|----------------------------------|--|---|---|
| | | | <p>could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 4. | Clause 3.2 | The information redacted is the entire clause. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out details of the agreed test which will be applied periodically to assess the VC Developer Guarantor's financial health and to determine, for example, whether a replacement Parent Company Guarantee is necessary; b) exposing the information would reveal the level of risk that the parties were willing to accept and may also provide insight into the VC Developer's 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. |

| 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. | Review: This information would be reviewed for disclosure as events and circumstances change. |
| 5. | Clauses 4.4(a)(i) and 4.4(b), 'Submission of OSD Design Documentation' and 'Submission of amended OSD Design Documentation' | The information redacted is a defined term. | <i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 6. | Clause 4.4(c)(ii), 'Project Control Group' | The information redacted is a defined term. | <i>Section 32(1)(d), item 1(f) of the table in section 14</i> The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions. <i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i> | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; 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>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 7. | Clause 4.5(b), 'Certification of OSD Design Documentation' | The information redacted is a defined term. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions 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) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <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 |
|------|--|---|---|--|
| 8. | Clause 4.8(b), 'Comments by Design Review Panel' | The information redacted is a part of the clause. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 9. | Clause 4.8A | The information redacted is the entire clause. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to certain elements of the OSD PDA including the VC Developer's Tender Design; 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 |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|----------------------------------|--|---|--|
| | | | <p>competitors and other contractors.</p> <p><i>Section 32(1)(d), 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>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> |
| 10. | Clause 4.11 | The information redacted is the entire clause. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to certain elements of the OSD PDA including the VC Developer's Tender Design; 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. <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>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> | |
| 11. | Clause 5.2(b), 'Approved Engineer's Certificate' | The information redacted is a defined term. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. |

| 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. | Review: This information would be reviewed for disclosure as events and circumstances change. |
| 12. | Clause 5.4, 'Utility Services' | The information redacted is a defined term. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 13. | Clause 6.6, 'Rail Safety' | The information redacted are parts of the clause. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c)</i></p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the parameters of rail safety within the Project; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|----------------------------------|--|---|--|
| | | | <p><i>and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>Developer in respect of rail safety; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 14. | Clause 6.7, 'ASA Requirements' | The information redacted is the entire clause. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in respect of compliance with the ASA Requirements; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p>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 |
|------|----------------------------------|--|---|--|
| 15. | Clause 7.2A | The information redacted is the entire clause. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain events under the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information 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> |
| 16. | Clause 7.5 | The information redacted is the entire clause. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-</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 the VC Developer in relation to certain appeal events under the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|---|--|--|
| | | | confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 17. | Clause 7.7(a), 'Process for procuring consent to VC Developer Applications | The information redacted is a defined term. | <i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 18. | Clause 7.7(c)(ii), 'Process for procuring consent to VC Developer | The information redacted is a defined term. | <i>Section 32(1)(d), item 1(f) of the table in section 14</i> The disclosure of this information could prejudice the effective | 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 |
|------|---|---|---|---|
| | Applications' | | <p>exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 19. | Clause 7.8(c), 'Progress of VC Developer Applications and other Applications' | The information redacted is a defined term. | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to certain elements of the OSD PDA including the VC Developer's Tender Design; 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> |

| 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. |
| 20. | Clauses 7.9(c)(iii) to 7.9(c)(v), 'Principal to provide details' and Clause 7.9(e)(i)(B), 'Effect of notice' | The information redacted is the entire clause. | <i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) exposing the redacted information would reveal the level of risk and the extent of recourse the parties were willing to accept in relation to a Principal Unacceptable Consent Condition; 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. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 21. | Clause 7.11 | The information redacted is the entire clause. | <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 | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) exposing the information would reveal the level of risk that the Principal was willing to accept in relation to certain consent conditions and may also provide insight into the VC Developer's views on its potential capabilities and likelihood of certain risks 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>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> |
| 22. | Clause 8.6(b), 'Approved Engineer' | 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 VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the minimum coverage required for the Approved Engineer's professional indemnity insurance; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p>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 |
|------|---|---|---|---|
| | | | business and commercial interests. There is an overriding public interest against disclosure. | |
| 23. | Clause 8.6(c), (d) and (e), 'Approved Engineer' | The information redacted is a defined term and references to a redacted Schedule. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA, including the scope of certification required by the Approved Engineer; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 24. | Clause 9.1(b)(i), 'Extra Land' | 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</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the procurement of Extra Land; and</p> <p>b) revealing the information would place the parties at a</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|---|---|---|
| | | | <p>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> |
| 25. | Clause 9.2, 'Access to the Construction Site on or after the Site Access Date' | The information redacted is a part of the clause. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to a delay in access to the Construction Site; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 26. | Clause 9.4(c), 'Principal to | The information redacted is part | <i>Section 32(1)(a), paragraphs (b) and (e) of the definition of</i> | The Principal weighed the competing public interest considerations and determined that there was an overriding |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|----------------------------------|----------------------|--|--|
| | waive' | of the clause. | <p><i>"commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to payment of Licence Fee and waiver period, and therefore the level of risk that the VC Developer was willing to price and accept to perform the OSD Works; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and 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> |
| 27. | Clause 9.5(b)(ii), | The information | <i>Section 32(1)(d), items 4(b), 4(c)</i> | The Principal weighed the competing public interest |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|---|--|--|
| | 'VC Developer responsibility' | redacted is the entire clause. | <p><i>and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to securing rights of ingress to and egress from the Construction Site; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information 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> |
| 28. | Clauses 9.9(e), (f) and (g) 'Encumbrances' | The information redacted are parts of the clause. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</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>c) exposing the information would reveal the level of risk that the Principal was willing to accept with respect to the creation of certain Encumbrances affecting the VC Developer's ability to comply with the OSD PDA; 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</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|--|--|--|
| | | | information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 29. | Clause 11.5(a)(ii), 'VC Developer acknowledgements' | The information redacted is references to a redacted clause. | <i>Section 32(1)(d), item 1(f) of the table in section 14</i> The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions. <i>Section 32(1)(d), items 4(b), (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 for the following reasons: a) exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to claims arising out of Interface Work; and 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. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 30. | Clause 13.2 | 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 effective exercise by an agency of the | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons: a) exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|----------------------------------|---|---|--|
| | | | <p>agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>Victoria Cross Station interface; 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> |
| 31. | Clause 16.4, 'D&C Contract' | The information redacted are parts of the clause. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the information would reveal the negotiated terms to which the VC Developer must incorporate when entering into a D&C Contract with the D&C Contractor and therefore the level of risk that the parties were willing to accept with respect to the D&C 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.</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|---|---|--|
| | | | <p>confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 32. | <p>Clauses 17.2(a)(i) and 17.2(a)(ii), 'monitoring strategy' and stray current and electrolysis strategy'</p> | <p>The information redacting is part of the clause.</p> | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the frequency and specific strategy requirements and therefore ,exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the preparation of Project Plans and strategies; 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> |
| 33. | <p>Clause 18</p> | <p>The information redacted is the</p> | <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</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|---|--|--|
| | | 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), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA, particularly with respect to OSD Design Documentation; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 34. | Clauses 20.1(c) and (d) and 20.2(b), (c) and (d), 'Commencement and progress' and 'Achieving milestones' | The information redacted is the entire clauses and a time period. | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and 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) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|---|---|---|
| | | | | <p>value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 35. | Clause 20.5(e) to 20.5(i) and 20.5(k) to 20.5(p), 'Delay Events' | The information redacted are parts of the clause. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</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 where the VC Developer is entitled to an extension of time under the OSD PDA; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to key delay risks, and therefore the risk the parties were willing to accept. Exposing this information may also provide insight into the VC Developer's capabilities and the likelihood of key Delay Events 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> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|--|--|--|
| | | | information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | |
| 36. | Clause 20.7(a)(iv), 'Extensions of time' | The information redacted is a defined term and time periods. | <i>Section 32(1)(d), item 1(f) of the table in section 14</i> The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions. <i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain Delay Events; 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. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 37. | Clause 20.10, 'Delay Costs' | The information redacted are parts of the clause. | <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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) exposing the redacted information would reveal the type of cost and margin for which the VC Developer is entitled |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|--|--|---|
| | | | <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>for certain delay events under the OSD PDA – these have been substantially negotiated and bespoke to the OSD PDA;</p> <p>b) exposing the redacted information would reveal the risk that the VC Developer was willing to accept in relation to the delivery of the OSD Works. It may also provide insight on the VC Developer capabilities, which would prejudice its legitimate business and commercial interests; 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> |
| 38. | Clauses 21.1(b), 2.1(d) and 21.2(a), 'Suspension' and | The information redacted is the entire clause. | <i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule</i> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the level</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|------------------------------------|---|---|---|
| | 'Acceleration' | | <p>4</p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>of risk the parties were willing to accept in relation to certain consequences arising out of a suspension or acceleration; 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> |
| 39. | Clause 24.1(c), 'Notice of defect' | The information redacted are parts of the | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information</p> | 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 |
|------|---|--|---|---|
| | | clause. | <p>could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain defect rectification obligations under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 40. | Clause 25, 'Transfer of freehold title, grant of lease and subdivision' | The information redacted is the entire clause. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the mechanism for exercising the call option with respect to the transfer of freehold title of Commercial and Retail Lots and grant of the Concourse Lease and subdivision requirements;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer with respect to the transfer and grant under the OSD PDA;</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</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 prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 41. | Clause 27.1 and 27.2, 'VC Developer Payments' | The information redacted are parts of the clauses. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c)</i></p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the details, timing and arrangements in relation to the VC Developer's payments to the Principal under the OSD PDA; b) the disclosure of the redacted information would provide insight into the level of risk that the VC Developer was willing to price and accept and may also provide insights into the VC Developer's underlying cost structure and profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|--|--|--|
| | | | <p><i>and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>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> |
| 42. | Clauses 29.2(b), (c), (e), (f) to (i), 29.7 and 29.13, 'Principal's Insurance' | The information redacted are parts of the clauses. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> | <p>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 information redacted sets out the arrangement between the Principal and the VC Developer on procuring and effecting DSU insurance, including limits and scope of the DSU Insurance policy; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to DSU insurance including with respect to the premium, and therefore the level of insurance risk that the VC Developer 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 |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|--|---|---|
| | | | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 43. | Clause 29.2(l)(ii), 'Principal's Insurance' | The information redacted are 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 would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the benchmark dollar figure of the value of the works under the D&C Contract for insurance premium purposes; b) exposing the redacted information would reveal the risk that the VC Developer was willing to price and accept in relation to the OSD. It may also provide insight on the VC Developer's capabilities, which would prejudice its legitimate business and commercial interests; 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 |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|--|---|--|
| | | | <p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 44. | Clause 29.3, 'Principal's 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), 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 information redacted sets out details with respect to the Principal's right to pro-rata insurance premium; b) exposing the information would reveal the level of risk that the parties were willing to accept with respect to Principal's Insurances; 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> |
| 45. | Clause 29.11, 'Risk of deductibles or excess' | The information redacted is the entire clause. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule</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 |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---------------------------------------|--|---|---|
| | | | <p>4</p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>apportionment of risk between the Principal and the VC Developer in relation to insurance deductibles, excesses or retentions and therefore expose the level of insurance risk that the VC Developer was willing to price and accept; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 46. | Clause 29.14, 'Principal's Insurance' | The information redacted is the entire clause. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to Uninsurable risks; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|---|---|--|
| | | | <p>disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>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> |
| 47. | Clause 30, 'Indemnity and liability exclusions' | The information redacted are parts of the clause. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information</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 commercially sensitive information regarding the VC Developer's total aggregate liability, including limits of the VC Developer's liability under the OSD PDA; b) exposing the information would reveal the level of risk that the Principal and the VC Developer was willing to accept under the OSD PDA. Exposing this information may also provide insight into the VC Developer's views on its potential capabilities and likelihood of certain risks arising; c) the redacted information also sets out a unique arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|----------------------------------|---|---|--|
| | | | <p>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>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 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 31.1(n) | The information redacted is a defined term. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business,</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|-------------------------------------|--|---|---|
| | | | <p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 49. | Clause 31.7 | The information redacted is the entire clause. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 50. | Clause 31.9, 'Termination payments' | The information redacted is the entire clause. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information</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 which has been substantially negotiated between the parties;</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|----------------------------------|--|---|--|
| | | | <p>would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>b) exposing the redacted information would reveal the level of risk that the VC Developer was willing to price and accept in relation to Termination Payment. It may also provide insight on the VC Developer'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 parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 51. | Clause 31.10, 'Repudiation' | The information redacted is the entire clause. | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the information would reveal the level of risk that the parties were willing to accept with respect to certain events of termination; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|----------------------------------|--|---|---|
| | | | interest against disclosure. | <p>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> |
| 52. | Clause 32 | The information redacted is the entire clause. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</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 the VC Developer in relation to certain termination events, and therefore the level of risk that the VC Developer 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 would 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>competitive 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> | |
| 53. | Clause 38.1(a), 'Principal's Costs' | The information redacted is the entire clause. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA, particularly with respect to Costs; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 54. | Clause 38.4 | The information redacted is the entire clause. | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-</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 information would reveal the level of risk that |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|---|--|--|
| | | | <p>confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>the parties were willing to accept with respect to stamp duty arising under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 55. | Clause 38.7, 'General payment requirements' | The information redacted are percentages. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the interest rates applicable on overdue money and therefore the allocation of risk between the Principal and the VC Developer;</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 |
|------|----------------------------------|---|---|--|
| | | | <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> | |
| 56. | Clause 40.11 | The information redacted is the clause. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</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 information would reveal the level of risk that the parties were willing to accept with respect to certain indemnities under the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information 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 |
|------------------|---|--|--|--|
| | | | 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. | |
| 57. | Execution page | The information redacted is the name and signatures of the signatories. | <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 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 the redacted information would disclose personal information of individuals, including names and signatures. 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. |
| SCHEDULES | | | | |
| 58. | Schedule A1, Items 6-11, 'Reference Schedule' | The information redacted are the names and contact details of individuals. | <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 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 the redacted information is the names and contact details 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 disclosure as identified above. |
| 59. | Schedule A1, | The information | <i>Section 32(1)(a), paragraphs (b)</i> | The Principal weighed the competing public interest |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|--|---|--|
| | Item 16, 'Reference Schedule' | redacted is a dollar amount. | <p><i>and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the fee to be paid for the Construction Licence; b) the disclosure of the redacted information would provide visibility on the VC Developer's cost structure and therefore the level of risk it was prepared to accept and price; 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> |
| 60. | Schedule A1, Item 18, 'Reference Schedule' | The information redacted is the list of specific items of Key Plant and Equipment. | <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 VC Developer's</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the definition of Key Plant and Equipment indirectly provides visibility on the Key Plant and Equipment Manufacturing Countries, which is relevant to determining the scope of events that may give rise to a Force Majeure |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|----------------------------------|--|---|--|
| | | | <p>cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>Event;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to a Force Majeure Event within and outside of Key Plant and Equipment Manufacturing Countries, and therefore the level of risk that the VC Developer was willing to price and accept. Exposing this information may provide insight into the VC Developer's views on the likelihood of certain Force Majeure Events arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise of the Principal's functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 61. | Schedule A2, Definition | The information redacted are entire definitions, including the defined term. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--------------------------------------|---|---|---|
| | | | <p>disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 62. | Schedule A2, Definition of 'Abandon' | The information redacted is time periods. | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the timeframe that constitutes an abandonment, and therefore exposes the level of risk the parties were willing to accept with respect to the performance of the OSD Works; b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|---|--|--|
| | | | business and commercial interests. There is an overriding public interest against disclosure. | a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 63. | Schedule A2, Definition of 'Acceptable Detailed SSD Consent' | The information redacted is a defined term. | <i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 64. | Schedule A2, Definition of 'Agreed Package' | The information redacted is the definition. | <i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule</i> | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons: a) the redacted information sets out a list of trade packages |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|---|---|--|
| | | | <p>4</p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>which have been submitted by the VC Developer to the Principal as part of the OSD Design Documentation and therefore would provide insight on the level of risk the VC Developer was prepared to accept and price; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 65. | Schedule A2, Definition of 'Completion' | The information redacted is part of a definition. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|---|--|--|
| | | | could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 66. | Schedule A2, Definition of 'Concept SSD Consent' | The information redacted is a defined term. | <i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 67. | Schedule A2, Definition of 'Consequential' | The information redacted is part | <i>Section 32(1)(d), item 1(f) of the table in section 14</i> The disclosure of this information | The Principal weighed the competing public interest considerations and determined that there was an overriding |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|-------------------------------------|---|---|--|
| | Loss' | of a definition. | <p>could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and b) if this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 68. | Schedule A2, Definition of 'Defect' | The information redacted is part of a definition. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|---|---|--|
| | | | <p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 69. | Schedule A2, Definition of 'Defects Correction Period' | The information redacted is a time period. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to the timing and expiry of the Defects Correction Period; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 70. | Schedule A2, Definition of 'Delay Costs' | The information redacted is a 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</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) revealing the redacted information would provide insight into the VC Developer's assessment of the risk and commercial impact of delays arising in the course of</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|---|---|---|
| | | | <p>would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>performing its work, and would also reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA;</p> <p>b) if this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 71. | Schedule A2, Definition of 'Detailed SSD Application' | The information redacted is a defined term. | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|---|--|---|
| | | | interest against disclosure. | would 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. |
| 72. | Schedule A2, Definition of 'Detailed SSD Consent' | The information redacted is a defined term. | <i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 73. | Schedule A2, Definition of 'Development Lot 2' | The information redacted is a defined term. | <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 | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|---|---|--|
| | | | <p>would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>PDA; and</p> <p>b) if this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 74. | Schedule A2, 'Digital Media and Advertising' | The information redacted is a defined term. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and</p> <p>b) if this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|---|--|---|
| | | | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>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> |
| 75. | Schedule A2, Definition of 'Independent Valuer' | The information redacted is part of the definition. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and 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) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and b) if this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests. <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. | |
| 76. | Schedule A2, Definition of 'Investor' | The information redacted is the meaning of Investor. | <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 VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the Investor for the OSD PDA and therefore would provide insight on the level of risk the VC Developer was prepared to accept and price; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 77. | Schedule A2, Definition of 'Liability' | The information redacted is a defined term. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|---|---|--|
| | | | <p>exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and</p> <p>b) if this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 78. | Schedule A2, Definition of 'Modified Concept SSD Consent' | The information redacted is a defined term. | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and</p> <p>b) if this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</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. |
| 79. | Schedule A2, Definition of 'Notional Stamp Duty Amount' | The information redacted is the occasions in which stamp duty is payable. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out details on the assumptions that is to be used for calculating the Notional Stamp Duty Amount and the timing of payment; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain obligations under the OSD PDA, and therefore the level of risk that the VC Developer 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 would 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> |
| 80. | Schedule A2, Definition of 'OSD Design | The information redacted is part of the | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|---|--|--|
| | Parameters' | definition. | could reveal commercial-in-confidence provisions 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. | <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 81. | Schedule A2, Definition of 'Principal Unacceptable Consent Condition' | The information redacted is a defined term. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain obligations under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|--|---|---|
| | | | business and commercial interests. There is an overriding public interest against disclosure. | Review: This information would be reviewed for disclosure as events and circumstances change. |
| 82. | Schedule A2, Definition of 'Relevant Plans Specification' | The information redacted is a defined term. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and b) if this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 83. | Schedule A2, Definition of 'State Indemnified Party' | The information redacted is the State Indemnified Parties. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), 4(b), 4(c) and</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 the VC Developer in relation to certain elements under the OSD PDA, particularly with respect to scope of liability; and |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|---|---|---|
| | | | <p><i>4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 84. | Schedule A2, Definition of 'Substantially Commenced' | The information redacted is paragraphs (a) and (b). | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain construction obligations under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>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 |
|------|---|---|---|--|
| 85. | Schedule A2, Definition of 'Tender' | The information redacted is part of the definition. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and 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) exposing the redacted information would reveal the date on which the VC Developer responded to the request for tender; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 86. | Schedule A2, Definition of 'Unexpected Consent Condition' | The information redacted is a defined term. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-</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 the VC Developer in relation to certain elements under the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|--|--|--|
| | | | confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 87. | Schedule A2, Definition of 'Valuation Date' | The information redacted is the meaning of Valuation 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) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information 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. |
| 88. | Schedule A2, Definition of 'VC Developer' | The information redacted is a defined term. | <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 | 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 |
|------|--|---|---|---|
| | Application' | | <p>could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 89. | Schedule A2, Definition of 'VC developer Application Design Documentation' | The information redacted is a defined term. | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> |

| 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. |
| 90. | Schedule A2, Definition of 'VC Developer Payment' | The information redacted is payment types. | <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 VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the different heads of payment that make up VC Developer Payment; b) the disclosure of the redacted information would provide insight into the level of risk that the VC Developer was willing to price and accept and may also provide insights into the VC Developer'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 would 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> |
| 91. | Schedule A2, Definition of 'VC Developer's | The information redacted is a defined term. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information</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 |
|------|---|--|---|---|
| | Fitout Works' | | <p>could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain obligations under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would 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> |
| 92. | Schedule A4, 'Agreed OSD Program Dates' | The information redacted is defined terms and dates. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> | <p>The 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 periods of the agreed OSD program dates;</p> <p>b) exposing the redacted information would provide insight into the VC Developer's capabilities and the risk that the VC Developer had priced and accepted in relation to the delivery of the OSD 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</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>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> |
| 93. | Schedule A5, 'Unacceptable Consent Conditions' | The information redacted are parts of definitions and clauses, previous references to redacted definitions, percentages, dollar amounts and formulas. | <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 VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information pertains to:</p> <ul style="list-style-type: none"> i. the Gross Floor Area and the construction cost of the OSD Project; ii. the calculation for determining a Substantial Change; iii. the ramifications as a result of a Substantial Change; and iv. the negotiated positions on specific procedure arising out of unacceptable or unexpected consent conditions. <p>b) the disclosure of the redacted information would provide insight on the VC Developer's cost structure and reveal the apportionment of risk between the Principal and the VC Developer in relation to certain obligations under the OSD PDA; and</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---------------------------------------|---|--|--|
| | | | <p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>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. | Schedule A7, 'Modification Procedure' | The information redacted are parts of clauses, percentages, defined terms 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 would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), (c)</i></p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted schedule pertains to the negotiated position on Modifications. The information redacted in the schedule includes:</p> <ul style="list-style-type: none"> (i) the D&C Contractor and the VC Developer margins; (ii) the different heads of costs comprising Modification Costs; (iii) cap for reimbursements; and (iv) specific circumstances where the Principal must issue a Modification Proposal Request to the VC Developer and the procedure, timeframe and the entitlement applicable to those specific circumstances; <p>b) exposing the redacted information would reveal the apportionment of risk that the Principal and the VC</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|--|---|--|
| | | | <p><i>and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>Developer were willing accept with respect to Modifications under the OSD PDA. It may also provide insight into the VC Developer'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> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 95. | Schedule A9, 'Design Development Procedure' | The information redacted is a time period. | <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the information redacted sets out the agreed timeframe for the VC Developer to submit the VC Developer Application Design Documentation and therefore exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to design development under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business,</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|---|---|---|
| | | | | commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 96. | Schedule A11, 'Progress Reports' | The information redacted are parts of the schedule. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 97. | Schedule A13, 'Project Plan Requirements' | The information redacted are parts of the schedule. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c)</i></p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|--|---|--|
| | | | <p><i>and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 98. | Schedule A15, 'Sustainability Requirements' | The information redacted is the VC Developer's requirements. | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the information redacted sets out the sustainability requirements which the VC Developer must ensure and therefore, exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>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. |
| 99. | Schedule A16, 'VC Developer Insurance Requirements' | The information redacted is the insurance policy details. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information concerns the insurance policies that the VC Developer is required to effect and maintain, and includes information on the scope and cover to be provided by the policies; b) exposing the redacted information would reveal the apportionment of insurance risk between the Principal and the VC Developer in relation to its insurance obligations and insurance risk, and the level of insurance risk that the VC Developer was willing to price and accept; c) the scope of the insurance that the Principal requires the VC Developer to effect may be taken as an indication of the risk levels involved with the VC Developer's obligation under the OSD PDA. This may have signalling effects to the market and provide insight into the VC Developer's financial arrangements; 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 |
|------|------------------------------------|--|--|--|
| 100. | Schedule A17, 'Insurance Policies' | The information redacted is the insurance policy details and a previously redacted definition. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate 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 concerns the insurance policies that the VC Developer is required to effect and maintain, and includes information on the limit of coverage; b) exposing the redacted information would reveal the apportionment of insurance risk between the Principal and the VC Developer in relation to its insurance obligations and insurance risk, and the level of insurance risk that the VC Developer was willing to price and accept; c) the scope of the insurance that the Principal requires the VC Developer to effect may be taken as an indication of the risk levels involved with the VC Developer's obligation under the OSD PDA. This may have signalling effects to the market and provide insight into the VC Developer's financial arrangements; 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 |
|------|----------------------------------|--|---|--|
| | | | interest against disclosure. | |
| 101. | Schedule A19, 'D&C Side Deed' | The information redacted is the entire schedule. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of the D&C Contract the VC Developer must execute; b) exposing the redacted information would reveal the apportionment of risk between the Principal, the VC Developer and the D&C Contractor in relation to certain obligations under the OSD PDA, and therefore the level of risk that the VC Developer 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. This information is subject to ongoing negotiation by the Principal with the parties required to be counterparties to these agreements and disclosure would therefore place the Principal at a commercial disadvantage in these negotiations. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 102. | Schedule A20, 'IDAR Panel' | The information redacted is dollar amounts | <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 |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|--|--|--|
| | Agreement' | and percentages. | <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the agreed fees payable to the Members of the IDAR Panel under the IDAR Panel Agreement; 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> |
| 103. | Schedule A22, 'Operator Cooperation and Integration Deed | The information redacted is the entire schedule. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of the interface agreements that the VC Developer is to enter into with the Operator; b) the disclosure of the redacted information would reveal the level of interface risk the VC Developer was willing to price and accept in relation to interface of the OSD Works with the works to be performed by the Operator; 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 |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|--|--|---|
| | | | <p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>information reflects the Principal's negotiated position with the VC Developer in relation to the interface agreements to which the VC Developer will be a counterparty;</p> <p>d) therefore the disclosure of this information would:</p> <ul style="list-style-type: none"> (i) place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City & Southwest project; and (ii) make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 104. | Schedule A23, 'LW Contractor Cooperation and Integration Deed' | The information redacted is the entire schedule. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of the interface agreements that the VC Developer is to enter into with the LW Contractor; b) the disclosure of the redacted information would reveal the level of interface risk the VC Developer was willing to price and accept in relation to interface of the OSD Works with the works to be performed by the LW Contractor; c) the redacted information is based on forms of the interface |

| 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>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 the VC Developer in relation to the interface agreements to which the VC Developer will be a counterparty;</p> <p>d) therefore the disclosure of this information would:</p> <ul style="list-style-type: none"> (i) place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City & Southwest project; and (ii) make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 105. | Schedule A24, 'Information Documents' | The information redacted is the entire schedule. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><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 information redacted sets out the Information Documents which have been agreed between the parties; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD |

| 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>PDA, particularly as there are several implications with respect to the Information Documents; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 106. | Schedule A25 | The information redacted is the entire schedule. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate 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) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>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. | |
| 107. | Schedule A26 | The information redacted is the entire schedule. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 108. | Schedule A27, 'D&C Term Sheet' | The information redacted is the entire schedule. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information</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 information redacted contains commercially sensitive information, including: <ul style="list-style-type: none"> a. the general liability cap; b. indemnity and limits on claims; c. liquidated damages caps; and |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|-----------------------------------|--|---|---|
| | | | <p>could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>d. performance security amounts;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain obligations under the OSD PDA, and therefore the level of risk that the VC Developer was willing to price and accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 109. | Schedule A28, 'Minimum Commitment | The information redacted is the entire schedule. | <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information contains drawings that outlines the minimum commitment relating to GLAR requirements of the Project and therefore the allocation of risk between the Principal and the VC Developer; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|---|---|---|
| | | | | <p>value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 110. | Schedule B1, 'Governance Groups' | The information redacted is part of a clause. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 111. | Schedule B2, 'VC Developer's Certificate – OSD Design Documentation' | The information redacted is a defined term. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|--|--|---|
| | | | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 112. | Schedule B7, 'Approved Engineer's Certificate (Pre Commencement)' | The information redacted is references to a defined term and a previously redacted schedule. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>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. | |
| 113. | Schedule B8, 'Approved Engineer's Certificate (Post Completion)' | The information redacted is references to a defined term and a previously redacted schedule. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 114. | Schedule C1, 'OSD Design Parameters' | The information redacted the elements which comprise the OSD Design Parameters. | <p><i>Section 32(1)(c)</i></p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p><i>Section 32(1)(d), item 2(e) of the table in section 14</i></p> <p>The disclosure of this information could endanger the security of, or prejudice any system or procedure</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of the information because:</p> <ul style="list-style-type: none"> a) the information redacted sets out floor plans and other design schematics used in the construction of the OSD; b) the redacted information includes information, the disclosure of which may expose security vulnerabilities in the OSD. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|---|--|--|
| | | | <p>for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p> | <p>system developer for protecting, the OSD; and</p> <p>c) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 115. | Schedule C4, 'Approved Tender Design Elements' | The information redacted the elements which comprise the OSD Design Parameters. | <p><i>Section 32(1)(c)</i></p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p><i>Section 32(1)(d), item 2(e) of the table in section 14</i></p> <p>The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of the information because:</p> <p>a) the information redacted sets out floor plans and other design schematics used in the construction of the OSD;</p> <p>b) the redacted information includes information, the disclosure of which may expose security vulnerabilities in the OSD. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developer for protecting, the OSD; and</p> <p>c) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 116. | Schedule D1, 'Site access schedule' | The information redacted is the dates and the restrictions upon access, possession, use and the type of | <p><i>Section 32(1)(d), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of the information may place the VC Developer at a</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out, in respect of each Area of Construction Site:</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|--|---|---|
| | | work to be carried out. | <p>substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of the information may diminish the competitive commercial value of information to a person and prejudice a person's legitimate business or financial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>a. Site Access Date;</p> <p>b. Construction Licence Sunset Date;</p> <p>c. restrictions upon access, possession and use; and</p> <p>d. restrictions on type of work.</p> <p>b) the VC Developer has obligations under the OSD PDA with respect to accessing the relevant Construction Site, and other contractors are required to perform works by reference to the redacted dates;</p> <p>c) revealing the redacted information would provide insight into the VC Developer's programme and the level of risk the VC Developer was willing to price and accept. If this information were revealed, it could place the VC Developer at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the VC Developer may have to negotiate or bid against. Therefore the disclosure of the information could reduce the competitive commercial value of the information to the VC Developer and prejudice its legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the remaining balance of the Site Access Schedule.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 117. | Schedule D3, 'Transfer of Freehold Title and Grant of | The information redacted is the requirements under the | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the information redacted sets out the grounds on which</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|--|---|--|
| | Concourse Lease' | Principal's consent clauses. | <p>exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>the Principal must provide consent for the nomination of Retail Lot Purchase/Concourse Lessee;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to transfer of title and lease; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 118. | Schedule D4, 'Form of OSD Commercial Lots Call Option Deed' | The information redacted is the entire schedule. | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out all of the negotiated positions under the OSD Commercial Lots Call Option Deed which is specific to the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> |

| 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. |
| 119. | Schedule D5, 'Form of Retail Lot Call Option Deed' | The information redacted is the entire schedule. | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out all of the negotiated positions under the Retail Lot Call Option Deed which is specific to the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information 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> |
| 120. | Schedule D7, 'Form of Concourse Lease Call Option Deed' | The information redacted is the entire schedule. | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> | <p>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 all of the negotiated positions under the Concourse Lease Call Option Deed which is specific to the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|--|---|---|
| | | | There is an overriding public interest against disclosure. | <p>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> |
| 121. | Schedule D8, 'Early Occupation Licence' | The information is dollar amounts and a time period. | <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 VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> a. the Licence Fee for Early Occupation Area; b. the timeframe for the purposes of determining the Terminating Date; and c. the minimum limits of the VC Developer's insurance coverage required under the OSD PDA; and <p>b) disclosing the redacted information would provide visibility on the VC Developer's cost structure and therefore the level of risk it was prepared to accept and price; 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</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. |
| 122. | Schedule E1, 'Payment Schedule' | The information redacted is the entire schedule. | <p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information details the breakdown of the payments to be made under the OSD PDA and is commercial-in-confidence as its disclosure would provide visibility on the VC Developer's profit margins in relation to the OSD Works; b) the itemisation of work may also reveal a program which the VC Developer has invested a significant amount of time developing, and which the VC Developer may want to use in future bids to gain a competitive advantage; and c) disclosure of the redacted information may provide insight on how the VC Developer priced and accepted the work for the Project. If this information were revealed, it could place the VC Developer at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the VC Developer may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the VC Developer'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 |
|------|---|--|--|--|
| | | | There is an overriding public interest against disclosure. | |
| 123. | Schedule E2, 'Termination Payment Schedule' | The information redacted is the entire schedule. | <p><i>Section 32(1)(a), paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the mechanism for determining termination payments for various scenarios and has been prepared to reflect unique commercial points to be accounted for upon termination; b) revealing the redacted information would: <ul style="list-style-type: none"> a. provide insight into the unique commercial issues affecting the parties as a consequence of termination and the parties' apportionment of risk in relation to these issues; b. provide insight into the VC Developer's views on its potential capabilities and likelihood of 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 prejudice the parties' legitimate |

| 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. | business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 124. | Schedule E3, '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 reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the mechanism and rates for calculating delay costs under the OSD PDA; b) revealing the redacted information would provide insight into the VC Developer'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; and c) if this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 125. | Schedule E4, 'Form of Parent' | The information redacted is the | <i>Section 32(1)(a), paragraphs (b) and (e) of the definition of</i> | The Principal weighed the competing public interest considerations and determined that there was an overriding |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|--|---|--|
| | Company Guarantee' | entire schedule. | <p><i>"commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the form of the Parent Company Guarantee required under the OSD PDA;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal, the VC Developer and the Guarantor in relation to certain obligations under the OSD PDA, and therefore the level of risk that the VC Developer was willing to price and accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. This information is subject to ongoing negotiation by the Principal with the parties required to be counterparties to these agreements and disclosure would therefore place the Principal at a commercial disadvantage in these negotiations.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 126. | Schedule E5, 'Form of Financier Side Deed' | The information redacted is the entire schedule. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the form of the Financier Side Seed which the Principal must enter into if the VC Developer require financing;</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|----------------------------------|--|---|--|
| | | | <p>would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal, the VC Developer and the financier in relation to certain obligations under the OSD PDA, and therefore the level of risk that the VC Developer was willing to price and accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. This information is subject to ongoing negotiation by the Principal with the parties required to be counterparties to these agreements and disclosure would therefore place the Principal at a commercial disadvantage in these negotiations.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 127. | Schedule E6 | The information redacted is the entire schedule. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out various calculations of stamp duty between the Principal and the VC Developer;</p> <p>b) the redacted information is commercially sensitive, and if disclosed may provide a unique insight into the parties internal cost structures;</p> <p>c) disclosure of the redacted information may also provide</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|----------------------------------|--|---|--|
| | | | <p>disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>insight on how the parties apportioned risk under OSD PDA, and therefore the risk that the VC Developer was willing to price and accept; 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> |
| 128. | Schedule E7 | The information redacted is the entire schedule. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the mechanism and rates for calculating certain delay costs under the OSD PDA;</p> <p>b) revealing the redacted information would provide insight into the VC Developer'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;</p> <p>c) if this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|----------------------------------|--|---|--|
| | | | <p>could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>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> |
| 129. | Schedule E8 | The information redacted is the entire schedule. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the information redacted would disclose commercially sensitive information on formulas, calculations and entitlements for specific circumstances relating to payment under the OSD PDA and would ultimately expose risk allocation between the Principal and the VC Developer under the OSD PDA; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>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> | |
| 130. | Schedule E9 | The information redacted is the entire schedule. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c)</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 information redacted would disclose commercially sensitive information on formulas, calculations and entitlements for specific circumstances relating to payment under the OSD PDA and would ultimately expose risk allocation between the Principal and the VC Developer under the OSD PDA; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information 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><i>and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | |
| 131. | Schedule E10, 'Investor Side Deed' | The information redacted is the entire schedule. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of the Investor Side Seed which is confidential to the VC Developer and the investor; b) exposing the redacted information would reveal the apportionment of risk between the Principal, the VC Developer and the investor in relation to certain obligations under the OSD PDA, and therefore the level of risk that the VC Developer 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 |

| 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>value and prejudice the parties' legitimate business, commercial or financial interests. This information is subject to ongoing negotiation by the Principal with the parties required to be counterparties to these agreements and disclosure would therefore place the Principal at a commercial disadvantage in these negotiations.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 132. | Schedule F1 | The information redacted is the entire schedule. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the VC Developer's cost structure or profit margins and would place the VC Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the VC Developer in relation to certain elements under the OSD PDA, and therefore the level of risk that the VC Developer was willing to price and accept to perform the OSD Works; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>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. | |



Execution version

Victoria Cross Integrated Station Development Over Station Development Project Delivery Agreement

Contract No: 504

Sydney Metro

ABN 12 354 063 515

and

Lendlease (Victoria Cross) Pty Limited ACN 630
332 268 as trustee for Lendlease Victoria Cross
Trust ABN 26 397 448 085

| | | |
|-------|---|----|
| 14. | DESIGN AND CONSTRUCTION OF STATION PROJECT WORKS..... | 51 |
| 14.1 | Design and construction of Station Project Works | 51 |
| 15. | RECORDS, ACCESS TO RECORDS AND NOTICES..... | 52 |
| 15.1 | Records..... | 52 |
| 15.2 | Providing documents to the Principal | 53 |
| 15.3 | Not used..... | 53 |
| 15.4 | ASIC and ASX notices..... | 53 |
| 16. | SUBCONTRACTING..... | 53 |
| 16.1 | Subcontracting by the VC Developer | 53 |
| 16.2 | Significant Subcontracts | 53 |
| 16.3 | Provisions to be included in Subcontracts..... | 54 |
| 16.4 | D&C Contract | 54 |
| 17. | PROJECT PLANS AND STRATEGIES..... | 56 |
| 17.1 | Project Plans | 56 |
| 17.2 | Strategies..... | 56 |
| | | |
| 19. | MODIFICATIONS..... | 59 |
| 19.1 | Principal initiated Modifications | 59 |
| 19.2 | VC Developer initiated Modifications..... | 59 |
| 20. | TIME | 59 |
| 20.1 | Commencement and progress | 59 |
| 20.2 | Achieving milestones..... | 60 |
| 20.3 | VC Developer's Program | 60 |
| 20.4 | Progressing the OSD Works | 60 |
| 20.5 | Delay Events | 62 |
| 20.6 | Not used..... | 63 |
| 20.7 | Extensions of time | 63 |
| 20.8 | Limiting factors | 64 |
| 20.9 | Determination of extension of time claim | 65 |
| 20.10 | Delay Costs..... | 66 |
| 21. | DIRECTIONS TO SUSPEND AND ACCELERATE..... | 67 |
| 21.1 | Suspension | 67 |
| 21.2 | Acceleration | 69 |
| 22. | COMPLETION..... | 70 |
| 22.1 | Requesting Certificate of Completion (OSD Design Parameters) | 70 |
| 22.2 | Notice of anticipated Completion..... | 71 |
| 22.3 | Requesting Certificate of Completion | 71 |
| 22.4 | Effect of Certificate of Completion | 71 |
| 22.5 | Early Occupation Licence – Development Lot 1 | 72 |
| 22.6 | Early Occupation Licence – Development Lot 2, Retail Lot and Concourse Lot..... | 72 |
| 23. | INTELLECTUAL PROPERTY RIGHTS | 74 |
| 23.1 | Ownership of Design Documentation | 74 |
| 23.2 | Licence to the VC Developer..... | 74 |
| 23.3 | Right to use IPRs | 74 |
| 23.4 | Licence to the Principal..... | 74 |

THIS DEED is made on *20 December* 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) the entity referred to in item 1 of the Reference Schedule (**VC Developer**).

RECITALS:

- (A) The Principal is procuring Sydney Metro City & Southwest on behalf of the NSW government and the people of New South Wales.
- (B) Following completion of a request for tenders process, the Principal selected:
 - (1) the VC Developer as the successful tenderer for the delivery of the Over Station Development; and
 - (2) the VC Contractor as the successful tenderer for the delivery of the Station Project Works.
- (C) The Principal and the VC Developer now wish to enter into this deed to set out the terms on which the VC Developer will:
 - (1) finance, design, construct, commission and complete the OSD Works;
 - (2) make payments to the Principal as consideration for the rights and benefits granted to the VC Developer under this deed; and
 - (3) interface and co-ordinate the VC Developer's activities with the activities of the Interface Contractors and the VC Contractor's Activities.
- (D) As between the Principal and the VC Developer, the Principal will:
 - (1) grant to the VC Developer the right to undertake the Over Station Development;
 - (2) grant the Retail Lot Call Option, which upon exercise, will result in the transfer of the freehold interest in the Retail Lot to the Retail Lot Purchaser;
 - (3) grant the OSD Commercial Lots Call Option, which upon exercise, will result in the transfer of the freehold interest in the OSD Commercial Lots to the OSD Commercial Lots Purchaser; and
 - (4) grant the Concourse Lease Call Option, which upon exercise, will result in the grant of the leasehold interest in the Concourse Lot to the Concourse Lessee.
- (E) The Principal and the VC Contractor will separately enter into the Station Delivery Deed in respect of the Station Project Works.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

1.2 Interpretation

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

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

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

1.3 **Order of precedence**

- (a) The documents which comprise this deed (other than the VC Developer's Tender Design) are to be regarded as mutually explanatory and anything contained in one but not the others will be equally binding as if contained in all of them.
- (b) If there is any Error in or between the various documents that comprise this deed then:
 - (i) if the Error is between the documents comprising this deed, the documents will be given precedence in accordance with the following:
 - (A) the General Conditions; and
 - (B) the schedules;
 - (ii) if the Error is in or between the Design Documentation, the documents will be given precedence in accordance with the following:
 - (A) the OSD Design Parameters;

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

1.4 No bias against drafter

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

1.5 Business Day

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

1.6 Authorities

- (a) **(No fettering of discretion)** The VC OSD Contract Documents will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of:
 - (i) the Principal or any other Public Transport Agency to exercise any of their respective functions and powers pursuant to any Law; or
 - (ii) the ASA to exercise any of its functions and powers pursuant to the ASA Charter.
- (b) **(No act or omission)** Without limiting clause 1.6(a), anything the Principal, any other Public Transport Agency or the ASA does, or fails to do or purports to do, pursuant to their respective functions and powers, either as an AEO or an Authority or under any Law or pursuant to the ASA Charter, will be deemed not to be an act or omission by the Principal, the Public Transport Agency or the ASA under this deed (including a breach of contract) and the Principal will have no Liability to the VC Developer in relation thereto.

- (c) **(Breach by the Principal)** Clause 1.6(a) and clause 1.6(b) do not limit any Liability which the Principal would have had to the VC Developer under this deed as a result of a breach by the Principal of a term of this deed but for clause 1.6(a) and clause 1.6(b).
- (d) **(Exercise of statutory functions)** The VC Developer acknowledges that:
 - (i) Authorities (other than the Principal) that have jurisdiction over aspects of the OSD Works, parts of the Construction Site and other areas affected by the OSD Works may, from time to time, exercise their statutory functions and powers in such a way as to disrupt, interfere with or otherwise affect the carrying out of the OSD Works; and
 - (ii) except to the extent expressly stated otherwise in this deed, the VC Developer bears the risk of all occurrences of the kind referred to in clause 1.6(d)(i), and the Principal will have no Liability to the VC Developer arising out of or in any way in connection with such occurrences.

1.7 **Best or reasonable endeavours**

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

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

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

- (a) **(Monitoring performance)** The Principal has various rights under this deed which are designed to give the Principal the ability to monitor the performance of the VC Developer's obligations under the VC OSD Contract Documents. Those rights include:
 - (i) the right to review Project Plans, Design Documentation, Applications, the VC Developer's Program, Progress Reports and other documents which the VC Developer must submit to the Principal or the Principal's Representative pursuant to this deed (**VC Developer Submissions**); and

- (ii) rights to inspect and monitor the OSD Works.
- (b) **(No relief)** Subject to clause 18.2(f), neither the exercise of, nor the failure to exercise, such rights will:
 - (i) relieve the VC Developer from, or alter or affect, the VC Developer's Liabilities, obligations or responsibilities;
 - (ii) prejudice or limit the Principal's rights against the VC Developer; or
 - (iii) preclude the Principal from subsequently asserting that the VC Developer has not fulfilled its obligations,

whether under this deed or otherwise according to Law.

- (c) **(No assumption of risk)** Unless otherwise expressly provided for in this deed:
 - (i) acceptance of any certificate, statement, assessment or report provided by the VC Developer to the Principal or the Principal's Representative is not approval by the Principal or the Principal's Representative of the VC Developer's performance of its obligations under this deed;
 - (ii) neither the Principal nor the Principal's Representative is obliged to review, assumes or owes any duty of care to the VC Developer to review, or if it does review, in reviewing any VC Developer Submissions for errors, omissions or compliance with this deed or any Law;
 - (iii) no review of, comments on, consent to, information supplied to or notice in respect of, or any failure to review, provide information, comment on, consent to or give any notice in respect of any VC Developer Submissions will:
 - (A) relieve the VC Developer from, or alter or affect, the VC Developer's Liabilities, obligations, warranties or responsibilities or prejudice or limit the Principal's rights against the VC Developer whether under this deed or otherwise according to Law;
 - (B) constitute an instruction to accelerate, disrupt, prolong or vary any of the OSD Works; or
 - (C) affect the time for the performance of the VC Developer's obligations;
 - (iv) the VC Developer will not be relieved from compliance with any of its obligations under this deed or from any of its Liabilities as a result of:
 - (A) compliance with any Project Plan;
 - (B) any audits or other monitoring by the Principal of the VC Developer's compliance with any Project Plan;
 - (C) any failure by the Principal, or anyone acting on behalf of the Principal, to detect any non-compliance including where any failure arises from any negligence on the part of the Principal or such other person; or
 - (D) any consent provided by the Principal or any failure or refusal to provide consent by the Principal;
 - (v) neither the Principal nor the Principal's Representative assumes or owes any duty of care to the VC Developer to inspect, or if it does so inspect, in

inspecting, the performance of the obligations of the VC Developer or the OSD Works for errors, omissions or compliance with the requirements of this deed;

(vi) any inspection of such matters (or lack of inspection) by or on behalf of the Principal will not in any way:

(A) relieve the VC Developer from, or alter or affect, the VC Developer's Liabilities, obligations, warranties or responsibilities; or

(B) prejudice or limit the Principal's rights against the VC Developer, whether under this deed or otherwise according to Law; and

(vii) the VC Developer is relying on its own skill and judgment, and that of the VC Developer's Associates, in relation to all aspects of the VC Developer Submissions, the OSD Works and the OSD Project and is not relying on the skill or judgment of the Principal or any of the Principal's Associates.

(d) **(No Liability)** The Principal will have no Liability to the VC Developer and is released from any Loss incurred or suffered by the VC Developer or its Associates because of any defect or omission in, or any issue arising out of any VC Developer Submissions.

1.9 **Electronic files**

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

2. **GENERAL OBLIGATIONS**

2.1 **Objectives and Project Values**

(a) **(Objectives)** Each party will, subject to and in accordance with this deed, perform its obligations under this deed having regard to the achievement of:

(i) the Sydney Metro City & Southwest Strategic Objectives;

(ii) the Victoria Cross OSD Objectives; and

(iii) the Principal's Vision Statement.

(b) **(Project Values)** Each party will adhere to and uphold the Project Values and work collaboratively in a spirit of mutual trust and cooperation in the performance of their obligations under this deed.

(c) **(Principal's rights not affected)** The obligations under clause 2.1(b) will not affect clause 1.7 (*Best or reasonable endeavours*) or the exercise of a right or discretion under this deed by the Principal or the Principal's Representative.

(d) **(Interests of the OSD Project)** Notwithstanding clause 1.2(a) of Schedule A3 (*Objectives*), the parties acknowledge that it may be in the best interests of the OSD Project and the Victoria Cross Station for the OSD to not be substantially or fully complete at the time Sydney Metro City & Southwest commences operation.

2.2 **Design and construction of OSD Works**

(a) [REDACTED] Subject to clauses 2.2(b) and 2.2(c), the VC Developer must:

- (i) carry out, design and construct the OSD Works in accordance with Good Industry Practice and this deed and so that at all times up to Completion, [REDACTED]
- (ii) ensure that the OSD, on Completion:
 - (A) complies with the OSD Design Parameters; and
 - (B) [REDACTED]
- (iii) ensure that the OSD is designed and constructed so that at Completion and during the period which is [REDACTED] after the Date of Completion, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.3 Quality of work

The VC Developer must, in carrying out the OSD Works, use Construction Materials:

- (a) which are consistent with Good Industry Practice for work of a similar nature to the applicable OSD Works; and
- (b) which are free from defects and other imperfections and are safe and fit for their intended purpose.

2.4 Acceptance of risk

- (a) **(Acceptance of risk)** Except to the extent that this deed expressly provides otherwise, the VC Developer accepts responsibility for and the risk of all Loss, damages, costs, expenses, delays and disruptions which it suffers or incurs arising out of or in any way in connection with the OSD Works, the carrying out of the OSD Works and the VC Developer's obligations under this deed, including:
 - (i) all Costs of the OSD Project and financing of the OSD Project; and
 - (ii) any financial return, income, revenue or profit derived or to be derived in connection with the OSD Project being less than the financial return, income, revenue or profit estimated by the VC Developer.

- (ii) the OSD Works and the OSD comply with all applicable Laws at all times prior to and on completion of the OSD Commercial Lots Sale Contract; and
- (c) **(skill, care and diligence)** with the skill, care and diligence expected of a professional designer experienced in projects of a similar nature to the OSD Project.

4.2 **Concept SSD Design Documentation**

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

4.3 **VC Developer's Tender Design**

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

4.4 **Submission of OSD Design Documentation**

- (a) **(Submission of OSD Design Documentation)** The VC Developer must submit to the Principal:
 - (i) [REDACTED]
 - (ii) the Detailed SSD Application Design Documentation; and
 - (iii) the Final Stage Design Documentation,
at the times set out in Schedule A9 (*Design Development Procedure*) and, if requested by the Principal, the Final Stage Design Documentation when the Final Stage Design Documentation is at:
 - (iv) the 50% level of completed design; and
 - (v) the 75% level of completed design,in hardcopy and in an electronic format for review by the Principal's Representative.

- (b) **(Submission of amended OSD Design Documentation)** At any time after the VC Developer has submitted the [REDACTED] Detailed SSD Application Design Documentation or the Final Stage Design Documentation to the Principal, the VC Developer may notify the Principal's Representative of the VC Developer's proposal to amend the [REDACTED], Detailed SSD Application Design Documentation or the Final Stage Design Documentation. The provisions of clauses 4.5 (*Certification of OSD Design Documentation*) to 4.9 (*Explanation of OSD Design Documentation*) (inclusive) apply to the [REDACTED], Detailed SSD Application Design Documentation or the Final Stage Design Documentation that the VC Developer proposes to amend as if such documentation was submitted to the Principal pursuant to clause 4.4(a).
- (c) **(Project Control Group)** The VC Developer must provide at each Project Control Group meeting:
- (i) **(OSD Design Parameters)** updates on the progress of the preparation of the OSD Design Documentation; and
 - (ii) [REDACTED] the estimated date or dates on which the VC Developer anticipates it will submit to the Principal's Representative the OSD Design Documentation in accordance with Schedule A9 (*Design Development Procedure*).

4.5 **Certification of OSD Design Documentation**

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

- (a) relevant OSD Design Documentation complies with the OSD Design Parameters; and
- (b) OSD, as shown in the relevant OSD Design Documentation does not have a [REDACTED]

4.6 **Design development**

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

4.7 **Design Documentation for construction**

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

4.8 **Design Excellence**

- (a) **(Principal may provide)** The Principal may, in respect of any OSD Design Documentation submitted to the Principal's Representative by the VC Developer under clause 4.4(a):
 - (i) provide copies of any such OSD Design Documentation to; and
 - (ii) seek comments from and take into account the views of,

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

4.9 **Explanation of OSD Design Documentation**

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

- (a) **(design presentation workshop)** deliver a design presentation workshop to the Principal's Representative and/or the Design Review Panel within 5 Business Days after its submission (or such later date as agreed between the parties); and

- (a) **(Approvals)** in accordance with:
 - (i) the CSSI Approval (where relevant), the Development Consents and all Approvals;
 - (ii) the Final Plans and Specifications; and
 - (iii) all other requirements of this deed; and
- (b) **(compliance with other requirements):**
 - (i) in a proper and workmanlike manner;
 - (ii) with due skill, care and diligence and in accordance with Good Industry Practice; and
 - (iii) so that the OSD Works and the OSD, at all times up to completion of the OSD Commercial Lots Sale Contract, comply with all applicable Laws.

5.2 Commencement of construction

The VC Developer must not commence any work on the Construction Site until:

- (a) **(Project Plans)** each of the following Project Plans have been submitted to the Principal's Representative and have not been rejected by the Principal's Representative within the review period specified in the Project Plan Requirements:
 - (i) Construction and Site Management Plan; and
 - (ii) Project Health and Safety Management Plan;
- (b) **(Approved Engineer's Certificate)** the VC Developer has provided the Principal's Representative with copies of Approved Engineer's Certificates (Pre Commencement) which together cover each of the items identified in Schedule A25 [REDACTED] and certifies that the strategies set out in clause 8.6(c)(i)(B) are in place to the Approved Engineer's satisfaction;
- (c) **(Approvals)** the VC Developer has notified the Principal that all Approvals necessary for commencement of the OSD Works have been obtained and has provided the Principal with copies of those Approvals;
- (d) **(Acceptable Detailed SSD Consent)** an Acceptable Detailed SSD Consent has been obtained;
- (e) **(Insurances)** the VC Developer has effected the Insurances required by clause 29.4 (*VC Developer's Insurance obligations*); and
- (f) **(execution of D&C Contract)** the VC Developer has provided the Principal with evidence that the VC Developer and the D&C Contractor have entered into a D&C Contract which complies with clause 16.4 (*D&C Contract*).

5.3 Notice of commencement

- (a) **(Notice of Date for Commencement)** The VC Developer must give the Principal's Representative at least 60 Business Days' written notice as to when it expects to commence construction of the OSD (**Anticipated Date for Commencement of the OSD Works**).
- (b) **(VC Developer may update)** The VC Developer may update the Anticipated Date for Commencement of the OSD Works by written notice to the Principal provided

that the revised date is not earlier than the date first notified by the VC Developer under clause 5.3(a).

- (c) **(Notice of Anticipated Substantial Commencement)** The VC Developer must give the Principal's Representative at least 25 Business Days' written notice as to the date on which the VC Developer expects to have Substantially Commenced the OSD Works (**Anticipated Date for Substantial Commencement**).
- (d) **(VC Developer may update)** The VC Developer may update the Anticipated Date for Substantial Commencement by written notice to the Principal provided that the revised date is not earlier than the date first notified by the VC Developer under clause 5.3(c).
- (e) **(Notice of Substantial Commencement)** The VC Developer must, within 5 Business Days of the date the VC Developer Substantially Commenced the OSD Works, notify the Principal's Representative in writing that it has Substantially Commenced the OSD Works. The date notified in the VC Developer's notice is the **Date of Substantial Commencement**.

5.4 Utility Services

- (a) **(Risk)** The VC Developer bears the risk of the existence, location, condition and availability of all Utility Services (in so far as they affect the carrying out of the OSD Works) and must investigate, protect, relocate, remove, modify, disconnect, support, reinstate and provide for all Utility Services necessary for the VC Developer to carry out the OSD Works and otherwise comply with its obligations or exercise its rights under the VC OSD Contract Documents.
- (b) **(Payment)** The VC Developer must obtain, pay for and contract for the provision of all Utility Services that it requires to carry out the OSD Works.
- (c) **(Consent)** The VC Developer must:
 - (i) obtain the Principal's prior written consent in respect of any new connections for Utility Services forming part of or in relation to the OSD Works or changes or modifications to existing connections for such Utility Services to the extent those connections [REDACTED] and
 - (ii) consult with and keep the Principal fully informed as to the VC Developer's dealings with the Authorities providing the Utility Services referred to in clause 5.4(c)(i).
- (d) **(Disruption)** The VC Developer must ensure that, as a consequence of or in relation to the carrying out of the OSD Works, there are no unplanned disruptions to the Utility Services which [REDACTED].

5.5 Environmental obligations

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

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

5.6 Prevention of disturbance and interference

The VC Developer must, in carrying out the OSD Works:

- (a) **(prevent nuisance)** minimise nuisance and prevent unreasonable noise, dust, vibration and disturbances;
- (b) **(take precautions)** take all reasonable precautions to avoid obstruction of and damage to any property (including the property of the Principal) and Utility Services;
- (c) **(no interference)** not restrict, close, interfere with or obstruct the free flow of people and vehicles, access to any premises, car parks, roads, pedestrian ways, public spaces, parks, bicycle paths or facilities, or traffic on any lane or shoulder of the existing road network, or the operations or activities carried out on, adjacent to or in the vicinity of the Construction Site, including the Victoria Cross Station:
 - (i) unless it is necessary for the performance of the OSD Works; and
 - (ii) without first obtaining the consent of all relevant Authorities and, to the extent it impacts on the Principal or the undertaking of the works or any other activities under the Station Delivery Deed, without first obtaining the consent in writing of the Principal; and
- (d) **(co-ordinate)** program and co-ordinate the activities of the VC Developer in accordance with Good Industry Practice and take all steps reasonably available to the VC Developer to minimise the effect of the carrying out of the OSD Works on the occupants and users of land adjoining, or in the vicinity of, the Construction Site (including Existing Operators and adjoining property owners).

6. SAFETY AND ENVIRONMENT

6.1 Care of people, property and the Environment

The VC Developer must carry out the OSD Works in a manner that:

- (a) does not put the health or safety of persons at risk and prevents injury or death;
- (b) protects and prevents damage to property and the Environment; and
- (c) protects and prevents damage to the Station Project Works, the Interface Works, the Station Construction Site and the Victoria Cross Station.

6.2 Work health and safety

The VC Developer must:

- (a) **(WHS Legislation)** in carrying out its obligations or exercising its rights under this deed, comply, and must ensure that its Subcontractors comply, with the WHS Legislation and other applicable Laws (including the Chain of Responsibility

Provisions), Codes of Practice and Australian Standards relating to work health and safety;

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

6.3 Principal contractor

- (a) (**Definitions**) In clause 6.2 (*Work health and safety*), this clause 6.3 and clause 6.4 (*Sydney Metro Principal Contractor Health and Safety Standard*), the terms "principal contractor", "workplace", "construction work" and "construction project" have the meaning given to those terms in the WHS Legislation. For the purposes of the WHS Legislation and this deed:
 - (i) the OSD Works; and
 - (ii) any construction work carried out on the Construction Site by the VC Contractor under the Station Delivery Deed, any Interface Contractor, the Principal or any other person which is performed during any period in which the Appointed Principal Contractor has been engaged as principal contractor (**Construction Site Interface Work**),are taken to be part of the same "construction project".
- (b) (**Engagement as principal contractor**) The parties acknowledge and agree that:

- (i) the VC Developer:
 - (A) is a person conducting a business or undertaking that is commissioning a construction project comprising the OSD Works and the Construction Site Interface Work;
 - (B) will engage the Appointed Principal Contractor as the principal contractor in respect of the OSD Works and the Construction Site Interface Work; and
 - (C) will authorise the Appointed Principal Contractor to have management and control of each workplace at which the OSD Works and the Construction Site Interface Work is to be carried out and to discharge the duties of a principal contractor under the WHS Legislation;
- (ii) the VC Developer will procure that the Appointed Principal Contractor will accept the engagement as principal contractor and agree to discharge the duties imposed on a principal contractor under the WHS Legislation and this deed; and
- (iii) the Principal must:
 - (A) give the VC Developer and the Appointed Principal Contractor prior notice of any Interface Contractor undertaking Construction Site Interface Work before such Construction Site Interface Work commences; and
 - (B) provide the VC Developer and the Appointed Principal Contractor with executed deed polls in favour of the Appointed Principal Contractor in the form set out in Schedule A18 (*Site Interface Deed Poll*) from each Interface Contractor engaged by the Principal undertaking Construction Site Interface Work.
- (c) **(Period of engagement)** The Appointed Principal Contractor's engagement and authorisation as a principal contractor will continue until the earlier of:
 - (i) the termination of this deed; and
 - (ii) completion of the OSD Commercial Lots Sale Contract.
- (d) **(If engagement not effective)** If the engagement of the Appointed Principal Contractor as principal contractor is not effective for any reason, the VC Developer agrees that it will ensure that the Appointed Principal Contractor exercises and fulfils the functions and obligations of a principal contractor under the WHS Legislation as if the Appointed Principal Contractor had been validly engaged and authorised as principal contractor as contemplated by clause 6.3(b).

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

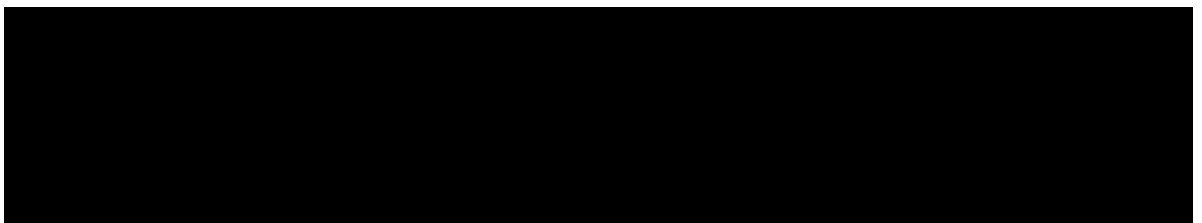
- (a) **(Comply)** At all times prior to and including the Station Date of Completion, the VC Developer must comply with those parts of the Sydney Metro Principal Contractor Health and Safety Standard, as amended from time to time, that the Principal notifies the VC Developer in writing that it must comply with as if it was a principal contractor for the purposes of that standard.
- (b) **(Update to standard)** The Principal may update the Sydney Metro Principal Contractor Health and Safety Standard from time to time, including to address work health and safety issues relating to the OSD Works and Sydney Metro City & Southwest.

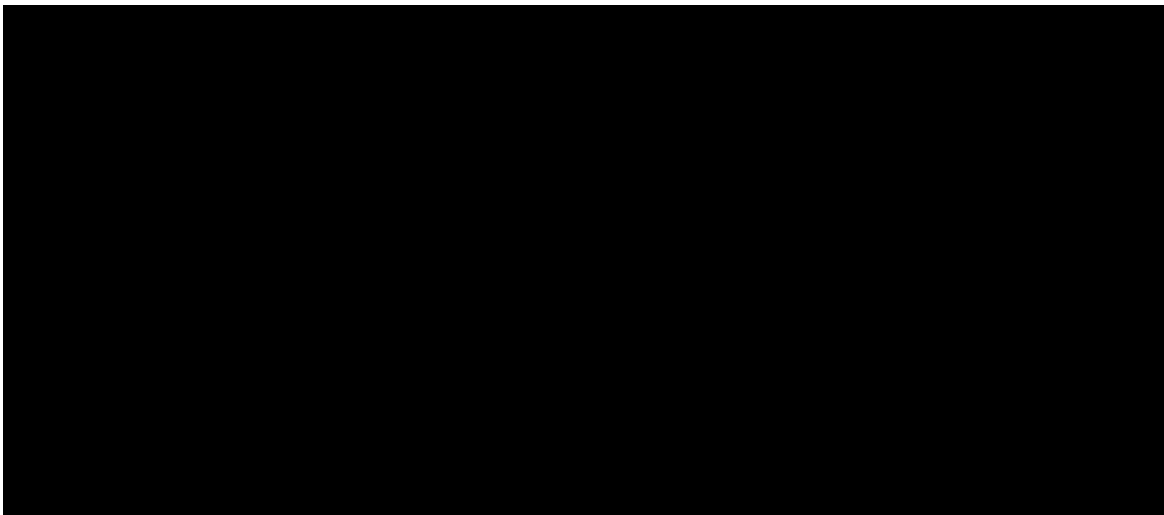
- (c) **(No Liability)** The Principal will have no Liability to the VC Developer arising out of or in any way in connection with:
 - (i) any update or amendment to the Sydney Metro Principal Contractor Health and Safety Standard; or
 - (ii) any act or omission of the Principal in relation to the Sydney Metro Principal Contractor Health and Safety Standard (including any failure of the Principal to do anything specified in the Sydney Metro Principal Contractor Health and Safety Standard as being an obligation of the Principal or an Associate of the Principal).

6.5 Incident management

- (a) **(Establishment of procedures)** The VC Developer must, within 20 Business Days of the date of this deed, identify clear guidelines for responding to any Incident and establish procedures to ensure that the Principal's Representative is promptly notified of any Incident.
- (b) **(Reporting of Incidents)** If an Incident occurs, the VC Developer must promptly report the Incident to the Principal's Representative and to any Authority required by Law.
- (c) **(Guidelines prepared under Station Delivery Deed)** The Principal agrees that:
 - (i) if the VC Contractor has prepared guidelines for responding to any Incident in accordance with clause 6.7(a) of the Station Delivery Deed which are satisfactory to the Principal, then those guidelines will, for the purposes of clause 6.5(a), satisfy the VC Developer's obligations under this deed; and
 - (ii) if the VC Contractor reports an SDD Incident under clause 6.7(b) of the Station Delivery Deed and the Incident referred to in clause 6.5(b) of this deed is the same as the SDD Incident, then the reporting of the SDD Incident by the VC Contractor under clause 6.7(b) of the Station Delivery Deed will satisfy the VC Developer's obligations under clause 6.5(b) of this deed.
- (d) **(VC Developer must take action)** Without limiting clause 5.5 (*Environmental obligations*) and clause 7.1 (*Compliance with Laws*), in relation to any environmental or safety Incident involving Contamination or waste, the VC Developer must, at its own Cost:
 - (i) promptly take all appropriate action to manage and dispose of all Contamination or waste arising from the Incident; and
 - (ii) manage the Incident in a manner which minimises damage to the reputation of the Principal including complying with any reasonable request of the Principal's Representative.

6.6 Rail Safety





- (d) **(Accreditation)** To the extent that, in carrying out the OSD Works, the VC Developer carries out any Railway Operations (as that term is defined in the Station Delivery Deed) for which accreditation is required under the Rail Safety National Law, the VC Developer must obtain or procure that the D&C Contractor obtains any necessary accreditation or other Approval required to enable it to comply with all applicable Law.
- (e) **(No interference with safe operation)** The VC Developer must not do anything, and procure that its Associates do not do anything, that would interfere with or compromise the safe operation of Sydney Metro City & Southwest.
- (f) **(No breach)** The VC Developer must ensure that it does not do anything or fail to do anything that would cause the Principal or any of the Principal's Associates to be in breach of the Rail Safety Requirements.
- (g) **(No release)** Compliance by the VC Developer with its obligations under this clause 6.6 does not discharge the VC Developer from complying with its other obligations under this deed and is not evidence of compliance by the VC Developer with its other obligations under this deed.

6.7 **ASA Requirements**



6.8 **Cleaning up**

In carrying out the OSD Works, the VC Developer must:

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

6.9 **NGER Legislation**

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

6.10 Sustainability requirements

- (a) **(Compliance with Sustainability Requirements)** The VC Developer must comply with the requirements of Schedule A15 (*Sustainability Requirements*).
- (b) **(Certification by ESD Consultant)** The VC Developer will be taken to have complied with the requirement in clause 1.1(d) of Schedule A15 (*Sustainability Requirements*) if the VC Developer provides the Principal's Representative with certification from a suitably qualified Independent ESD Consultant certifying that the OSD is capable of achieving a 5.5 star base building rating for energy under NABERS based on the operating parameters that the OSD has been designed to.
- (c) **(Provision of certificates)** The VC Developer must, on or before the expiration of the Defects Correction Period, provide copies of all certificates to the Principal's Representative which evidence the achievement of all of the requirements in Schedule A15 (*Sustainability Requirements*) to the extent these certificates have not been provided as part of the Sustainability Certificate.

7. LAW AND APPROVALS

7.1 Compliance with Laws

The VC Developer must:

- (a) **(compliance)** in carrying out the OSD Works, comply with (and ensure that its Associates comply with) all applicable Laws (including any Environmental Notices) arising out of or in connection with the carrying out of the OSD Works) and ensure that at all times prior to and on completion of the OSD Commercial Lots Sale Contract, the OSD complies with all applicable Laws;
- (b) **(not put the Principal in breach)** not do, or fail to do (and ensure that its Associates do not do, or fail to do), anything that may cause the Principal to be in breach of any Law;
- (c) **(notify)** notify the Principal in writing as soon as practicable after the VC Developer:
 - (i) becomes aware of any non-compliance with the requirements of any Law in connection with the OSD Works, the Construction Site or the carrying out of the OSD Works;
 - (ii) becomes aware of any information, fact or circumstance in any way connected with the OSD Works, the Construction Site or the carrying out of the OSD Works where:
 - (A) if the Principal were to be aware of such information, fact or circumstance, the Principal would be required to notify any Authority of that information, fact or circumstance pursuant to any Law (without limiting any other obligation of the VC Developer in relation to the information, fact or circumstance); and
 - (B) the VC Developer is aware of that notification obligation of the Principal; or
 - (iii) notifies any Authority of any matter pursuant to any Law which is in any way connected with the OSD Works, the Construction Site or the carrying out of the OSD Works, in which case the VC Developer must give the Principal a copy of such notification and of any subsequent correspondence with the Authority in relation to the subject of the notification; and

- (b) **(comply)** in preparing the VC Developer Applications:
 - (i) comply with the requirements of this deed;
 - (ii) comply with, give effect to and satisfy the conditions and requirements of any Law and any planning and development controls which apply to the OSD Project and the Construction Site;
 - (iii) comply with:
 - (A) the CSSI Approval (where relevant); and
 - (B) the Concept SSD Consent; or
 - (C) if the VC Developer Application seeks to modify the Concept SSD Consent, the Approved Tender Design Elements; and
 - (iv) ensure that the VC Developer Applications and all documents comprising or required to be submitted with the VC Developer Applications:
 - (A) are consistent with:
 - (aa) the CSSI Approval (where relevant); and
 - (bb) the Concept SSD Consent; or
 - (cc) if the VC Developer Application seeks to modify the Concept SSD Consent, the Approved Tender Design Elements; and
 - (B) comply with the OSD Design Parameters.

7.7 **Process for procuring consent to VC Developer Applications**

- (a) **(Submission to Principal)** The VC Developer must provide to the Principal's Representative a full copy of the proposed VC Developer Application (including the [REDACTED] or Detailed SSD Application Design Documentation (as relevant)) in the form that it is proposed to be lodged with the Consent Authority.
- (b) **(Principal's consent)** The Principal's Representative must, as soon as reasonably practicable (but not later than 20 Business Days) after receiving a proposed VC Developer Application from the VC Developer under clause 7.7(a):
 - (i) provide the Principal's consent in writing (including owner's consent) to the lodgement of the proposed VC Developer Application; or
 - (ii) notify the VC Developer in writing that it is withholding owner's consent to the proposed VC Developer Application in which case the Principal's Representative must provide the grounds on which it is withholding such consent and provide any comments and recommendations in respect of amendments to the VC Developer Application.
- (c) **(Right to withhold consent)** The Principal may only withhold its consent under clause 7.7(b)(ii) if the Principal's Representative determines that the proposed VC Developer Application:
 - (i) is inconsistent with:
 - (A) the CSSI Approval (where relevant); or

- (B) the Concept SSD Consent, or if the VC Developer Application seeks to modify the Concept SSD Consent, the Approved Tender Design Elements;
 - (ii) will have the result that the OSD, or the carrying out of the OSD Works [REDACTED] [REDACTED];
 - (iii) does not comply with the OSD Design Parameters; or
 - (iv) includes design documentation in respect of which the process in clause 1 of Schedule A9 (*Design Development Procedure*) has not been complied with.
- (d) **(VC Developer to amend)** If the Principal withholds owner's consent to a proposed VC Developer Application or requires amendments to a proposed VC Developer Application under clause 7.7(b)(ii), the VC Developer must amend the proposed VC Developer Application to take into account the requirements of the Principal's Representative and resubmit the proposed VC Developer Application for the Principal's Representative's review, and the provisions of this clause 7.7 will reapply.
- (e) **(Lodgement of VC Developer Application)** The VC Developer must lodge the relevant VC Developer Application in the same form as the one to which the Principal has provided owner's consent.
- (f) **(Commencement of review period)** The VC Developer agrees that the period in clause 7.7(b) does not commence until such time as the VC Developer has provided the Principal's Representative with a full and complete copy of the proposed VC Developer Application.
- (g) **(Process to apply to any Application)** The process and provisions set out in clause 7.6 (*Preparation of VC Developer Applications*) and this clause 7.7 apply to any Application by the VC Developer where the Principal's consent is required in its capacity as owner of the Principal's Land or to a modification of any Development Consent proposed by the VC Developer as if references to "VC Developer Application" is to the relevant Application.

7.8 Progress of VC Developer Applications and other Applications

- (a) **(Requirement to progress)** The VC Developer must:
- (i) diligently and expeditiously pursue the Application to procure the relevant Approval;
 - (ii) deal with the Consent Authority and make all submissions reasonably necessary to procure each Approval;
 - (iii) use all reasonable endeavours to identify and keep the Principal regularly informed of the progress and expected timeframe for obtaining the relevant Approval;
 - (iv) give the Principal any other information reasonably requested by the Principal in connection with any Approval; and
 - (v) unless otherwise agreed between the parties, give the Principal at least 3 Business Days' notice of any proposed meeting with the Consent Authority, or other relevant Authority, for the purpose of discussing any Development Consent and permit a representative of the Principal to attend any meeting the subject of a notice under this clause 7.8(a)(v).

- (b) **(Copy of Approvals)** The VC Developer must, within 5 Business Days after receipt of any Approvals obtained by it in relation to the OSD Project, give the Principal a full copy of those Approvals.
- (c) **(Acceptance of risk)** The VC Developer accepts all risk arising out of or in connection with obtaining all Approvals required for the OSD Project, including the risk of appeals or modifications to such Development Consents and Approvals (other than the Principal Approvals, but excluding any modification to the CSSI Approval required for the [REDACTED] (if applicable)).

7.9 Principal Unacceptable Consent Condition – VC Developer Approvals

- (a) **(VC Developer to notify)** Within 20 Business Days after receiving a copy of a VC Developer Approval, the VC Developer must notify the Principal whether or not, in the VC Developer's opinion, the relevant VC Developer Approval contains a Principal Unacceptable Consent Condition and if so, the VC Developer's proposed course of action to address the Principal Unacceptable Consent Condition.
- (b) **(Principal to notify)** Within 20 Business Days after receipt of a notice under clause 7.9(a), the Principal may notify the VC Developer whether it agrees or disagrees that the relevant VC Developer Approval contains a Principal Unacceptable Consent Condition and whether it agrees with the VC Developer's proposed course of action (if relevant).
- (c) **(Principal to provide details)** If the Principal considers:
 - (i) that the VC Developer Approval contains a different Principal Unacceptable Consent Condition from the one set out in the VC Developer's notice under clause 7.9(a); and/or
 - (ii) does not agree with the VC Developer's proposed course of action,

the Principal must, within the 20 Business Day period in clause 7.9(b), provide details regarding any other conditions in the VC Developer Approval which the Principal considers to be a Principal Unacceptable Consent Condition, and/or the proposed course of action for the VC Developer to address the Principal Unacceptable Consent Condition, which may include the VC Developer:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- (d) **(VC Developer fails to notify)** If the VC Developer does not give the Principal a notice under clause 7.9(a), the Principal may, within 30 Business Days after receiving a copy of the relevant VC Developer Approval under clause 7.8(b), give the VC Developer a notice stating:
 - (i) that it considers that the VC Developer Approval contains a Principal Unacceptable Consent Condition; and
 - (ii) the proposed course of action for the VC Developer to address the Principal Unacceptable Consent Condition.
- (e) **(Effect of notice)** If:

- (i) the VC Developer gives a notice under clause 7.9(a) and the Principal gives a notice under clause 7.9(b) and the effect of the notices is that:
 - (A) neither party considers that the VC Developer Approval contains any Principal Unacceptable Consent Conditions, the relevant VC Developer Approval is deemed not to contain any Principal Unacceptable Consent Conditions on the date of the VC Developer's notice under clause 7.9(a); or
 - (B) either party is of the opinion that the VC Developer Approval contains a Principal Unacceptable Consent Condition, then the VC Developer must [REDACTED]

- (ii) the Principal gives a notice under clause 7.9(d), the VC Developer must pursue the course of action proposed by the Principal and the provisions of clause 3.2 of Schedule A5 (*Unacceptable Consent Conditions*) will apply; or
- (iii) the VC Developer has given a notice under clause 7.9(a) and the Principal does not provide a notice under clause 7.9(b), the Principal is deemed to have agreed with the VC Developer's notice under clause 7.9(a) and:
 - (A) if the effect of the VC Developer's notice is that the VC Developer considers that the VC Developer Approval does not contain any Principal Unacceptable Consent Conditions, the relevant VC Developer Approval is deemed not to include any Principal Unacceptable Consent Conditions on the date of the VC Developer's notice under clause 7.9(a); or
 - (B) if the effect of the VC Developer's notice is that the VC Developer considers that the VC Developer Approval contains a Principal Unacceptable Consent Condition, then the VC Developer must pursue the course of action proposed by the VC Developer and the provisions of clause 3.2 of Schedule A5 (*Unacceptable Consent Conditions*) will apply.

7.10 Unexpected Consent Conditions

- (a) **(VC Developer to notify)** Within 20 Business Days after receiving a copy of a VC Developer Approval, the VC Developer may notify the Principal whether or not, in the VC Developer's opinion, the relevant VC Developer Approval contains an Unexpected Consent Condition.

- (b) **(Communications in English)** All communications by the VC Developer's Representative must be in the English language.
- (c) **(Authority)** The VC Developer's Representative, and any replacement, at all times has or will have authority to act on behalf of the VC Developer in respect of this deed.

8.4 **VC Developer's acknowledgement**

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

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

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

8.6 **Approved Engineer**

- (a) **(Engagement)** The VC Developer must:
 - (i) engage each Approved Engineer at the VC Developer's cost; and
 - (ii) not replace an Approved Engineer without the prior written consent of the Principal (which must not be unreasonably withheld or delayed).
- (b) **(Skill, qualifications and experience)** The VC Developer warrants that an Approved Engineer and its replacement Approved Engineer has:
 - (i) at least the qualifications, experience and expertise described in Schedule A14 (*Requirements of Approved Engineer*) as required for the role being performed;
 - (ii) the requisite experience and skill to perform the role of Approved Engineer in accordance with clause 8.6(c); and
 - (iii) has effected professional indemnity insurance policies which are subject to the usual terms and conditions that apply to such a policy and which provide

cover for at least [REDACTED] for one claim or in the aggregate during any one period of insurance.

- (c) **(Certification)** The VC Developer must procure that each person performing the role of the Approved Engineer under this deed must:
- (i) provide an Approved Engineer's Certificate (Pre Commencement) which independently certifies that:
 - (A) the OSD as shown in the Final Plans and Specifications [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]; and
 - (B) the following considerations and strategies are in place to the relevant Approved Engineer's satisfaction:
 - (aa) induced movement caused by the OSD and the OSD Works is considered in the design and structural monitoring strategy for the Station Project Works and the Victoria Cross Station; and
 - (bb) the stray currents and electrolysis caused by the OSD and the OSD Works is considered in the design and electrolysis mitigation and monitoring strategy for the Station Project Works and the Victoria Cross Station; and
 - (ii) provide an Approved Engineer's Certificate (Post Completion) which independently certifies that the OSD, as constructed, [REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED].
- (d) **(Certification)** The parties agree that:
- (i) there will be more than one Approved Engineer's Certificate (Pre Commencement) and that together the certificates will [REDACTED]
[REDACTED] together with certification regarding the strategies set out in clause 8.6(c)(i)(B);
 - (ii) there will be more than one Approved Engineer's Certificate (Post Completion) and that together the certificates will [REDACTED]
[REDACTED]; and
 - (iii) the VC Developer must provide a certificate at the same time as it submits to the Principal:
 - (A) the Approved Engineer's Certificate (Pre Commencement), which certifies that [REDACTED] ([REDACTED] and all strategies referred to in clause 8.6(c)(i)(B) have been certified by the Approved Engineers; and
 - (B) the Approved Engineer's Certificate (Post Commencement), which certifies that [REDACTED] [REDACTED] have been certified by the Approved Engineers.
- (e) **(Independence)** The VC Developer must:
- (i) ensure that:

- (A) an Approved Engineer may be employed by or be a consultant to an organisation which [REDACTED]
 - (B) an Approved Engineer is not an employee of the VC Developer, the D&C Contractor or the Principal; and
 - (C) all advice and comments (including drafts and calculations) provided by an Approved Engineer to the VC Developer or the D&C Contractor are in writing and retained as a record; and
- (ii) upon request, provide the Principal's Representative with any advice or comments referred to in clause 8.6(e)(i)(C).
- (f) **(Provision of information)** The VC Developer must:
- (i) allow each Approved Engineer to attend design meetings;
 - (ii) allow access or procure access for an Approved Engineer to the Construction Site and all places at which the OSD Works and OSD Enabling Works are being undertaken; and
 - (iii) provide an Approved Engineer with all information and documents as may be:
 - (A) necessary or reasonably required for that Approved Engineer to perform its role under this deed; or
 - (B) requested by that Approved Engineer or directed by the Principal's Representative.
- (g) **(No Claim)** Nothing that an Approved Engineer does or fails to do pursuant to the purported exercise of its functions will give rise to any Liability from the Principal to the VC Developer.

8.7 **Project Control Group**

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

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

- (a) **(Attendance at meetings)** If required by the Principal's Representative, the VC Developer must procure that representatives of the D&C Contractor attend any meeting, forum or working group that is contemplated by or established in connection with this deed.
- (b) **(Notices and correspondence)** The Principal may (but is not obliged to) at any time:
 - (i) copy the D&C Contractor on any notice or other communication that is issued by the Principal to the VC Developer under or in connection with any VC OSD Contract Document; or
 - (ii) consult directly with the D&C Contractor in relation to any part of the carrying out of the OSD Works that has been subcontracted to the D&C Contractor.

8.9 **Exchange of information between government agencies**

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

8.10 **Reports on progress and information**

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

9. **ACCESS AND CONSTRUCTION SITE**

9.1 **Rights to land**

- (a) **(Construction Site)** The Principal grants to the VC Developer, and the VC Developer accepts the grant of, a licence to access the Construction Site in accordance with clauses 9.2 (*Access to the Construction Site on or after the Site Access Date*) to 9.6 (*Principal's right of entry to Construction Site*) (inclusive).
- (b) **(Extra Land)** The VC Developer:
 - (i) [REDACTED]

- (ii) agrees that the Principal will have no Liability to the VC Developer in connection with:
 - (A) the VC Developer's obligation under clause 9.1(b)(i); or
 - (B) any delay, additional Costs or other effects on the OSD Works incurred by the VC Developer or its Subcontractors as a result of the VC Developer's failure to obtain access to Extra Land, approval to use Extra Land or to integrate Extra Land with the Construction Site.

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

- (a) **(Principal to give access)** Subject to clause 9.2(c), the Principal must:
 - (i) give the VC Developer access to each part of the Construction Site by no later than the relevant Site Access Date;
 - (ii) give the VC Developer access to the Construction Site prior to the Site Access Date where it has given the VC Contractor early access to the equivalent part of the Station Construction Site pursuant to the Station Delivery Deed; and
 - (iii) thereafter continue to allow the VC Developer to access the Construction Site on the terms of this deed.
- (b) **(Delay)** Delay in providing access to the Construction Site will not be a breach of this deed, but will entitle the VC Developer to claim an extension of time in accordance with clause 20.7 (*Extensions of time*) [REDACTED]
[REDACTED]
- (c) **(Appointment of Appointed Principal Contractor)** The VC Developer must, prior to the Principal giving the VC Developer access to any area of the Construction Site, engage the Appointed Principal Contractor in accordance with clause 6.3(b)(i) and provide the Principal's Representative with evidence of such appointment.

9.3 **Period and terms of Construction Licence**

- (a) **(Period of Construction Licence)** The Construction Licence:
 - (i) commences:
 - (A) in respect of each part of the S1 Construction Site, on the date access is given to the VC Developer for that part of the Construction Site (**S1 Construction Licence Commencement Date**); and
 - (B) in respect of the S2 Construction Site, on the S2 Construction Licence Commencement Date; and
 - (ii) terminates on the earlier of:
 - (A) with respect to that part of S2 Construction Site comprising:
 - (aa) the OSD Commercial Lots and the Airspace Lot, completion of the OSD Commercial Lots Sale Contract;
 - (bb) the Retail Lot, completion of the Retail Lot Sale Contract; and
 - (cc) the Concourse Lot, the grant of the Concourse Lease;

- (B) the date of termination of this deed; and
 - (C) with respect to the S1 Construction Site, the S2 Construction Licence Commencement Date.
- (b) **(Terms of access)** The Construction Licence:
- (i) is a non-exclusive licence to the VC Developer (which may be sub-licensed to the D&C Contractor);
 - (ii) is personal in nature;
 - (iii) does not create any entitlement or interest in the Construction Site;
 - (iv) is granted to the VC Developer solely for the purpose of:
 - (A) carrying out the OSD Works;
 - (B) performing its other obligations under the VC OSD Contract Documents;
 - (C) designing and performing, or procuring the design and performance of, any VC Developer's Fitout Works; and
 - (D) permitting the VC Contractor to carry out the VC Contractor's Activities;
 - (v) is subject to the VC Developer complying with the terms of this deed and the other VC OSD Contract Documents; and
 - (vi) is subject to the rights of the Principal and its Associates to access the Construction Site pursuant to clause 9.6 (*Principal's right of entry to Construction Site*), clause 24.4(b) (if applicable) and clause 32.4 (*Principal's access to the Construction Site*).

9.4 Licence Fee

- (a) **(Licence Fee)** In consideration of the grant of the Construction Licence, the VC Developer must pay to the Principal the Licence Fee for each month (or part thereof) during which the VC Developer was provided access to the Construction Site. The obligation to pay the Licence Fee ceases upon the earlier of completion of the OSD Commercial Lots Sale Contract and termination of this deed.
- (b) **(Payment)** The VC Developer must pay the Licence Fee to the Principal within 10 Business Days after the end of each month during which the VC Developer was provided access to the Construction Site.
- (c) **(Principal to waive)** The Principal agrees that it will waive the requirement for the VC Developer to pay the Licence Fee for the period from [REDACTED]

9.5 Access to the Construction Site

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

(i) acknowledges that the Principal has not secured rights of access over the routes for ingress and egress set out in the Construction and Site Management Plan; and

(ii) [REDACTED].

(c) **(No Liability)** The Principal will have no Liability to the VC Developer in connection with routes for ingress and egress, or failure to gain or delay in gaining ingress to or egress from the Construction Site.

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

Without limiting any other rights of the Principal to access the Construction Site, the Principal (and any person authorised by the Principal, including any Interface Contractor) may, at any time before completion of the OSD Commercial Lots Sale Contract, enter the Construction Site and any other premises where the OSD Works are being carried out, for:

(a) the purpose of:

(i) observing or inspecting the carrying out of the OSD Works;

(ii) monitoring compliance by the VC Developer or the VC Contractor with their respective obligations under any of the VC OSD Contract Documents or the VC Station Contract Documents and any Project Plan;

(iii) exercising any right or performing any obligation which the Principal has under any Principal VC OSD Contract Document or under any Principal VC Station Contract Document (as that term is defined in the Station Delivery Deed); or

(iv) in the case of an Interface Contractor, carrying out Interface Work; or

(b) any other purpose connected with Sydney Metro City & Southwest.

9.7 **Access to the Station Lot by the VC Developer**

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

(i) the area of the Station Lot to which access is required;

(ii) the proposed access period and proposed time of the day;

(iii) the reason access to the Station Lot is required, including all activities that the VC Developer and its Associates will undertake in the Station Lot; and

(iv) the details of the VC Developer's Associates who will be accessing the Station Lot and the tools and equipment that the VC Developer and its Associates propose to bring on site,

(Station Access Notice).

- (b) **(Principal to consider request to access)** The Principal must provide a notice in writing to the VC Developer as soon as reasonably practicable but in any event no later than 10 Business Days after receiving a Station Access Notice stating that:
 - (i) the VC Developer may access the area of the Station Lot identified in the Station Access Notice on the terms set out in the Station Access Notice and other conditions specified by the Principal; or
 - (ii) the VC Developer may not access the Station Lot.
- (c) **(Not unreasonably withhold)** The Principal may not unreasonably withhold access to the Station Lot under clause 9.7(b)(ii).
- (d) **(VC Developer's obligations)** If the VC Developer accesses the Station Lot after the Principal grants such access under clause 9.7(b)(i), the VC Developer:
 - (i) acknowledges that:
 - (A) the Principal will appoint a principal contractor in respect of the Station Lot and, if requested by the Principal's Representative, the VC Developer must execute a deed poll in favour of that appointed principal contractor in the form of Schedule A18 (*Site Interface Deed Poll*); and
 - (B) the carrying out of the OSD Works interface with the Interface Works and the Interface Contractors may be executing work on parts of the Station Lot at the same time the VC Developer is carrying out the OSD Works; and
 - (ii) must at all times:
 - (A) fully cooperate, co-ordinate and interface the carrying out of the OSD Works with any Interface Contractors executing work on parts of the Station Lot; and
 - (B) carry out the OSD Works so as to minimise any interference with or disruption or delay to the Interface Works and use of the Victoria Cross Station by Customers (where relevant).
- (e) **(No Liability)** The VC Developer:
 - (i) bears all risks associated with the VC Developer and its Associates accessing the Station Lot pursuant to this clause 9.7; and
 - (ii) releases the Principal and the Principal's Associates from and against any Loss or Claims arising out of or in connection with the VC Developer exercising its right of access to the Station Lot under this clause 9.7 or the Principal's decision to withhold access in accordance with clause 9.7(b)(ii).

9.8 Existing Operations

- (a) **(Existing Operators)** The VC Developer acknowledges that:
 - (i) Existing Operators and other persons must continue their Existing Operations during the course of the carrying out of the OSD Works; and
 - (ii) the routes of ingress to and egress from the Construction Site are used by Existing Operators and other persons and will not be available exclusively to the VC Developer.

- (b) **(Risk)** The VC Developer bears the risk of co-ordinating its access to and from the Construction Site with any other relevant persons (including Existing Operators) that use the routes for ingress to and egress from the Construction Site and any delay and disruption to the carrying out of the OSD Works which arises from any Existing Operations.
- (c) **(Compliance)** The VC Developer must comply with the Principal's Representative's reasonable Directions in connection with the Existing Operations (including access to and use of the Construction Site) and comply with all policies, procedures and rules of the Principal applying from time to time (as notified in writing by the Principal) in respect of the Existing Operations (including in relation to work health and safety and/or the Environment).
- (d) **(No Liability)** The Principal will have no Liability to the VC Developer in relation to:
 - (i) the VC Developer's obligations under this clause 9.8;
 - (ii) any reasonable Direction given by the Principal's Representative in accordance with clause 9.8(c); or
 - (iii) any act, omission or requirement of an Existing Operator (other than the Principal or its Associates in accordance with the terms of this deed).
- (e) **(Associates)** The VC Developer must ensure that its Associates at all times comply with this clause 9.8.

9.9 **Encumbrances**

- (a) **(Existing Encumbrances)** The Principal must ensure that, on and from the S1 Construction Licence Commencement Date, the Construction Site will only be affected by:
 - (i) the Existing Encumbrances;
 - (ii) any licence or right of occupation granted by the Principal to Interface Contractors in accordance with clause 11.3(a)(iv); and
 - (iii) any Encumbrance that may be created pursuant to the interest protected by registered dealing number AN59971.
- (b) **(Compliance)** The VC Developer must comply with the Existing Encumbrances burdening or benefiting the Construction Site as if the VC Developer were the owner of that land.
- (c) **(Principal may create)** The Principal may, at any time, and from time to time, create or permit the creation on the title to the Construction Site any Encumbrance necessary, in the reasonable opinion of the Principal, to enable the construction, operation and/or maintenance and repair of Sydney Metro City & Southwest (including the Victoria Cross Station).
- (d) **(Principal to provide notice)** The Principal must promptly provide the VC Developer with written notice of any proposed Encumbrance to be created in accordance with clause 9.9(c), and its proposed terms.

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(f) [REDACTED]

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

- (i) to burden or affect that part of the Principal's Land that will be Subdivided to create the OSD Commercial Lots and/or the OSD Retail Lots;
- (ii) to burden or affect the OSD Commercial Lots and/or the OSD Retail Lots;
- (iii) to burden or affect any lots which are created by Subdivision of the OSD Commercial Lots or OSD Retail Lots;
- (iv) which will prevent the VC Developer from complying with its obligations under this deed; or

(v) [REDACTED]

the Principal must meet with the VC Developer to discuss the proposed Encumbrance, the terms of the proposed Encumbrance [REDACTED], within 10 Business Days of receipt of a notice served under clause 9.9(d), before creating or permitting the creation of Encumbrances in accordance with clause 9.9(c), unless it is a licence or right of occupation granted by the Principal to Interface Contractors in accordance with clause 11.3(a)(iv).

- (h) **(Removal of Encumbrances)** Without limiting any other provision in this clause 9.9, if the Principal has created an Encumbrance on the title to the Principal's Land (excluding the Station Lot) solely to enable the construction of Sydney Metro City & Southwest (including the Victoria Cross Station) then if, after the commencement of Sydney Metro City & Southwest operations, the VC Developer requests the Principal to remove that Encumbrance from the title to the relevant land, the Principal must do so promptly and at no cost to the VC Developer.
- (i) **(No further encumbrances)** Except as otherwise provided in this deed (including clause 9.9(c) and clause 11.3(a)(iv)), the Principal must not at any time create, or permit the creation of, any Encumbrance or Security Interest in respect of the Construction Site (excluding any part of the Construction Site which comprises or will comprise the Station Lot) after the date of this deed without the consent of the VC Developer (such consent not to be unreasonably withheld or delayed).

10. PHYSICAL CONDITIONS

10.1 Acceptance of site

- (a) **(Acceptance of site)** The VC Developer accepts:
- (i) the Construction Site; and
 - (ii) any structures or other things on, above or adjacent to, or under the Construction Site,
- in their present condition, subject to all defects and Site Conditions, and agrees that it is responsible for, and assumes the risk of:
- (iii) all Loss, delay or disruption it suffers or incurs; and
 - (iv) any adverse effect on the carrying out of the OSD Works or the OSD Project, arising out of, or in any way in connection with, any Site Conditions encountered in performing the OSD Works and releases the Principal from all Claims and Liabilities in connection with such matters.
- (b) **(Examination and investigation)** The VC Developer warrants that, prior to the date of this deed, the VC Developer:
- (i) examined this deed, the VC OSD Contract Documents, the Station Delivery Deed, the VC Station Contract Documents, the Construction Site and its surroundings and any other information that was made available in writing by the Principal or any other person on the Principal's behalf, to the VC Developer or its Associates during the tender period;
 - (ii) informed itself of all matters relevant to the employment of labour and all industrial matters on the Construction Site;
 - (iii) was given the opportunity prior to entering into this deed to itself undertake, and to request others to undertake, tests, enquiries and investigations:

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

10.2 Information Documents

- (a) **(No warranty)** Without limiting clause 10.2(b):
- (i) the VC Developer acknowledges that the Information Documents may be inaccurate, inadequate, incomplete or unsuitable;
 - (ii) the Principal does not warrant, guarantee, assume any duty of care or other responsibility for or make any representation about the accuracy, adequacy, completeness or suitability of the Information Documents;
 - (iii) the VC Developer acknowledges that where an Information Document or any part thereof is included in a schedule to this deed, it does so only for the purposes of identification of that document or part thereof (unless it is expressly stated in the document that it forms part of this deed); and
 - (iv) the Principal will have no Liability to the VC Developer or its Associates arising out of or in any way in connection with:

- (A) the provision of, or the purported reliance upon, or use of, the Information Documents to or by the VC Developer or its Associates or any other person to whom the Information Documents are disclosed; or
 - (B) a failure by the Principal to provide any information to the VC Developer or its Associates, except where such failure is a breach of this deed (for which the VC Developer's only remedy will be a claim for breach of contract).
- (b) **(No reliance)** The VC Developer:
- (i) warrants that it did not in any way rely upon:
 - (A) any Information Document or any other information, data, representation, statement or document made, or provided to the VC Developer or its Associates, by the Principal or anyone on behalf of the Principal or any other information, data, representation, statement or document for which the Principal is responsible or may be responsible whether or not obtained from the Principal or anyone on behalf of the Principal; or
 - (B) the accuracy, adequacy, suitability or completeness of such Information Document or other information, data, representation, statement or document,

for the purposes of entering into this deed or carrying out the OSD Works;
 - (ii) warrants that it enters into the VC OSD Contract Documents based on its own investigations, interpretations, deductions, information and determinations; and
 - (iii) acknowledges that it is aware that the Principal has entered into this deed relying upon:
 - (A) the warranties, acknowledgements and agreements in clause 10.2(b)(i) and clause 10.2(b)(ii); and
 - (B) the agreements and acknowledgements in the VC Developer's Tender.
- (c) **(Release and indemnity)** The VC Developer releases and indemnifies the Principal from and against:
- (i) any Claim against the Principal by, or Liability of the Principal to, any person; or
 - (ii) (without being limited by clause 10.2(c)(i)) any Loss incurred by the Principal,
- arising out of or in any way in connection with:
- (iii) the provision of, or purported reliance upon, or use of the Information Documents to or by the VC Developer or its Associates or any other person to whom the Information Documents are disclosed by the VC Developer, or a failure by the Principal to provide any information to the VC Developer or its Associates;

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

10.3 Native Title Claims and Threatened Species Claims

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

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

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

- (iii) continue to perform its obligations under this deed and the other VC OSD Contract Documents unless otherwise:

- (A) directed by the Principal's Representative;
- (B) ordered by any court or tribunal; or
- (C) required by Law;

- (iv) at the request of the Principal, or if required to do so under any Law or by order of a court or tribunal, provide all reasonable assistance in connection with dealing with the Native Title Claim or Threatened Species Claim (including giving the Principal and any other person authorised by the Principal access to the Construction Site or that part of the Construction Site that is the subject of the Native Title Claim or Threatened Species Claim when reasonably required by the Principal for that purpose); and

- (v) take all reasonable steps to mitigate any Loss to the Principal in complying with its obligations under clause 10.3(a)(iii).

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

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

11. INTERFACE WITH INTERFACE CONTRACTORS

11.1 Master Interface Protocols Deed Poll

- (a) The VC Developer must:

- (i) within 5 Business Days after receipt of a request from the Principal's Representative, provide to the Principal the Master Interface Protocols Deed Poll, duly executed by the VC Developer; and

- (ii) at all relevant times comply with the terms of the Master Interface Protocols Deed Poll.
- (b) The Principal will procure that the Operator and each Interface Contractor nominated by the Principal executes a Master Interface Protocols Deed Poll.

11.2 **Cooperation and Integration Deeds**

- (a) The VC Developer must:
 - (i) within 5 Business Days after receipt of a request from the Principal's Representative, provide to the Principal:
 - (A) the Operator Cooperation and Integration Deed; and
 - (B) each Interface Contractor Cooperation and Integration Deed with any Interface Contractor (other than the TSE Contractor (as that term is defined in the Station Delivery Deed)) nominated by the Principal, each duly executed by the VC Developer and the D&C Contractor in the number of counterparts required by the Principal; and
 - (ii) at all relevant times comply, and ensure that the D&C Contractor complies, with the terms of the Cooperation and Integration Deeds.
- (b) If the Principal makes a request under clause 11.2(a)(i) for the VC Developer to execute and procure that the D&C Contractor executes:
 - (i) an Operator Cooperation and Integration Deed to which the Operator will be party; or
 - (ii) an Interface Contractor Cooperation and Integration Deed to which any Interface Contractor (other than the TSE Contractor (as that term is defined in the Station Delivery Deed)) nominated by the Principal will be party,the Principal must, within 20 Business Days of receiving the executed documents from the VC Developer, itself execute, and procure that the Operator or the relevant Interface Contractor nominated by the Principal (as applicable), executes the relevant document.

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

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

- (a) **(VC Developer acknowledgement)** acknowledges that:
 - (i) the Interface Work forms part of Sydney Metro City & Southwest;
 - (ii) the VC Developer's activities in relation to the OSD Works may interface with the activities of the Interface Contractors;
 - (iii) Interface Contractors will be executing work on areas adjacent to or in the vicinity of the Construction Site and may be executing works on parts of the Construction Site at the same time as the VC Developer is performing the OSD Works;
 - (iv) the Principal may grant the Interface Contractors a non-exclusive licence to use and occupy the Construction Site to carry out the Interface Works;

- (v) Interface Contractors may require the VC Developer to provide information to them to co-ordinate the Interface Works with the carrying out of the OSD Works, and this must be provided in a timely manner by the VC Developer; and
- (vi) any delay in, or failure by the VC Developer to cooperate or co-ordinate with any Interface Contractor may adversely impact upon, delay or disrupt any one or more Interface Contractors in a way which may lead to the Principal and Interface Contractors suffering or incurring Loss;

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

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

and for this purpose ensure each Interface Contractor has safe, clean and clear access (including suitable access ways) to those parts of the Construction Site or property adjacent to or in the vicinity of the Construction Site, required by that Interface Contractor for the purpose of carrying out their work;

- (ii) to the extent within the VC Developer's or the VC Developer's Associates' control, protect the OSD Works and other improvements on the Construction Site from damage by Interface Contractors;
- (iii) fully cooperate with the Interface Contractors, and do everything reasonably necessary to:
 - (A) facilitate the execution of work by the Interface Contractors, including providing each Interface Contractor with such assistance as may be directed by the Principal's Representative acting reasonably in the context of the Sydney Metro City & Southwest project as a whole; and
 - (B) ensure the effective co-ordination of the design and construction of the OSD Works with the design and construction of the Interface Work (where relevant);
- (iv) carefully co-ordinate and interface the carrying out of the OSD Works with the Interface Work, and for this purpose:
 - (A) make proper allowance in all programs for the Interface Work;
 - (B) review all programs provided by Interface Contractors and confirm that they adequately allow for the OSD Works and the interfaces between the Interface Work and the OSD Works;
 - (C) monitor the progress of the Interface Work;

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

- (A) the provision of information;
 - (B) the obtaining of information;
 - (C) the adequacy of information provided to, or received from, the Interface Contractors;
 - (D) co-ordination in accordance with this clause 11.3(b); and
 - (E) technical issues with the information provided to, or received from, the Interface Contractors; and
- (c) **(similar clauses)** acknowledges that the Principal will ensure that conditions similar to those in this clause 11.3 applying to the VC Developer will apply to all the Interface Contractors engaged by the Principal that are working on the Construction Site.

11.4 Disputes between the VC Developer and Interface Contractors

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

11.5 No Claims arising out of Interface Work

The VC Developer:

- (a) **(VC Developer acknowledgement)** acknowledges and agrees that:
- (i) the Interface Contractors may require access to the Construction Site in order to perform their obligations under their respective contracts with the Principal;
 - (ii) subject to the VC Developer's entitlement to claim an extension of time under clause 20.7 (*Extensions of time*) [REDACTED], no act or omission by an Interface Contractor will, whether or not it causes any delay, disruption or interference to the carrying out of the OSD Works, entitle the VC Developer to claim an extension of time under this deed or constitute a Direction by the Principal to carry out a Modification; and
 - (iii) subject to clause 20.7 (*Extensions of time*) and clause 20.10 (*Delay Costs*), the Principal will have no Liability to the VC Developer arising out of or in any way in connection with:
 - (A) any Interface Contractor carrying out Interface Work; or

- (B) any act or omission of an Interface Contractor; and
- (b) (**sufficient allowance**) warrants that the VC Developer's Program contains sufficient allowances for the assumption by the VC Developer of the obligations and risks under clause 11.3 (*Cooperation and co-ordination with Interface Contractors*) and this clause 11.5.

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

12.1 **Third party rights**

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

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

12.2 **Community relations**

The VC Developer:

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

13. **INTERFACE WITH STATION PROJECT WORKS**

13.1 **Acknowledgements regarding Station Project Works**

The parties acknowledge that:

- (a) the Principal and the VC Contractor are parties to the Station Delivery Deed;
- (b) the VC Contractor may carry out the VC Contractor's Activities on the Construction Site pursuant to the Station Delivery Deed;
- (c) certain areas of the Station Construction Site will become part of the S2 Construction Site on the S2 Construction Licence Commencement Date; and
- (d) to the extent that the VC Developer requires access to or a right to occupy or use the Station Construction Site prior to the Station Date of Completion, the VC Developer must procure that access or right for itself directly from the VC Contractor.

- (c) **(no modifications)** it must not seek any modification to the design or the works comprising the Station Project Works:
 - (i) prior to the Date of Completion of Portion 4, except as permitted under the Station Delivery Deed; and
 - (ii) between the Date of Completion of Portion 4 and the Date of Completion, without the prior written consent of the Principal (such consent to be given or withheld in the absolute discretion of the Principal); and
- (d) **(VC Developer's risk)** any agreed changes to the Station Project Works proposed by the VC Developer under this deed will be at the risk and Cost of the VC Developer and the VC Developer releases and indemnifies the Principal from and against any Claim against the Principal or any Loss incurred by the Principal arising out of or as a result of such modifications to the Station Project Works.

15. RECORDS, ACCESS TO RECORDS AND NOTICES

15.1 Records

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

15.2 **Providing documents to the Principal**

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

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

15.3 **Not used**

15.4 **ASIC and ASX notices**

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

16. **SUBCONTRACTING**

16.1 **Subcontracting by the VC Developer**

- (a) The VC Developer may enter into Subcontracts for the performance of:
 - (i) the OSD Works or any part of them; or
 - (ii) any of the VC Developer's rights or obligations under a VC OSD Contract Document.
- (b) The VC Developer will be liable to the Principal for the acts and omissions of Subcontractors in connection with the performance of any obligation of the VC Developer or the exercise of any right of the VC Developer under this deed as if such acts or omissions were acts or omissions of the VC Developer.
- (c) Subcontracting by the VC Developer of any obligation under the VC OSD Contract Documents will not relieve the VC Developer of, or otherwise affect, any obligation or Liability it has to the Principal under the VC OSD Contract Documents.

16.2 **Significant Subcontracts**

- (a) **(Principal consent required)** The VC Developer must not, and must ensure that the D&C Contractor does not:
 - (i) where it may impact the rights or increase the Liabilities or obligations of the Principal:
 - (A) make or permit any amendment to, or replacement of or waiver of a provision of; or
 - (B) enter into any agreement or arrangement which affects the operation or interpretation of;
 - (ii) terminate, surrender, rescind or accept repudiation of (or give the relevant Significant Subcontractor an entitlement to terminate, surrender, rescind or accept repudiation of); or

(iii) permit the novation, assignment or substitution of any counterparty's right, obligation or interest in,

a Significant Subcontract without obtaining the Principal's prior written consent (which consent must not be unreasonably withheld or delayed and which may be conditional).

- (b) **(Copy)** The VC Developer must provide the Principal with a copy of each Significant Subcontract (subject to removal, exclusion or redaction of any "commercial-in-confidence provisions" as that term is defined in the GIPA Act).
- (c) Not used.
- (d) **(Significant Subcontractor direct deed)** If required by the Principal, the VC Developer must procure that a Significant Subcontractor (other than the D&C Contractor) and (if applicable) its ultimate parent company enters into a side deed with the Principal in a form reasonably required by the Principal.

16.3 **Provisions to be included in Subcontracts**

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

- (a) **(Subcontract requirements)** each Subcontract that it or the D&C Contractor enters into in connection with the OSD Works, regardless of its value, includes the provisions required by part A of Schedule A6 (*Subcontract Requirements*); and
- (b) **(Significant Subcontract requirements)** without limiting clause 16.3(a), each Significant Subcontract that it or the D&C Contractor enters into in connection with the OSD Works includes the provisions required by part B of Schedule A6 (*Subcontract Requirements*).

16.4 **D&C Contract**

- (a) **(Draft D&C Contract)** The parties acknowledge that the VC Developer intends to negotiate and enter into a D&C Contract with the D&C Contractor, using the D&C Term Sheet as a basis for doing so.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

17. **PROJECT PLANS AND STRATEGIES**

17.1 **Project Plans**

The VC Developer must:

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

17.2 **Strategies**

The VC Developer must:

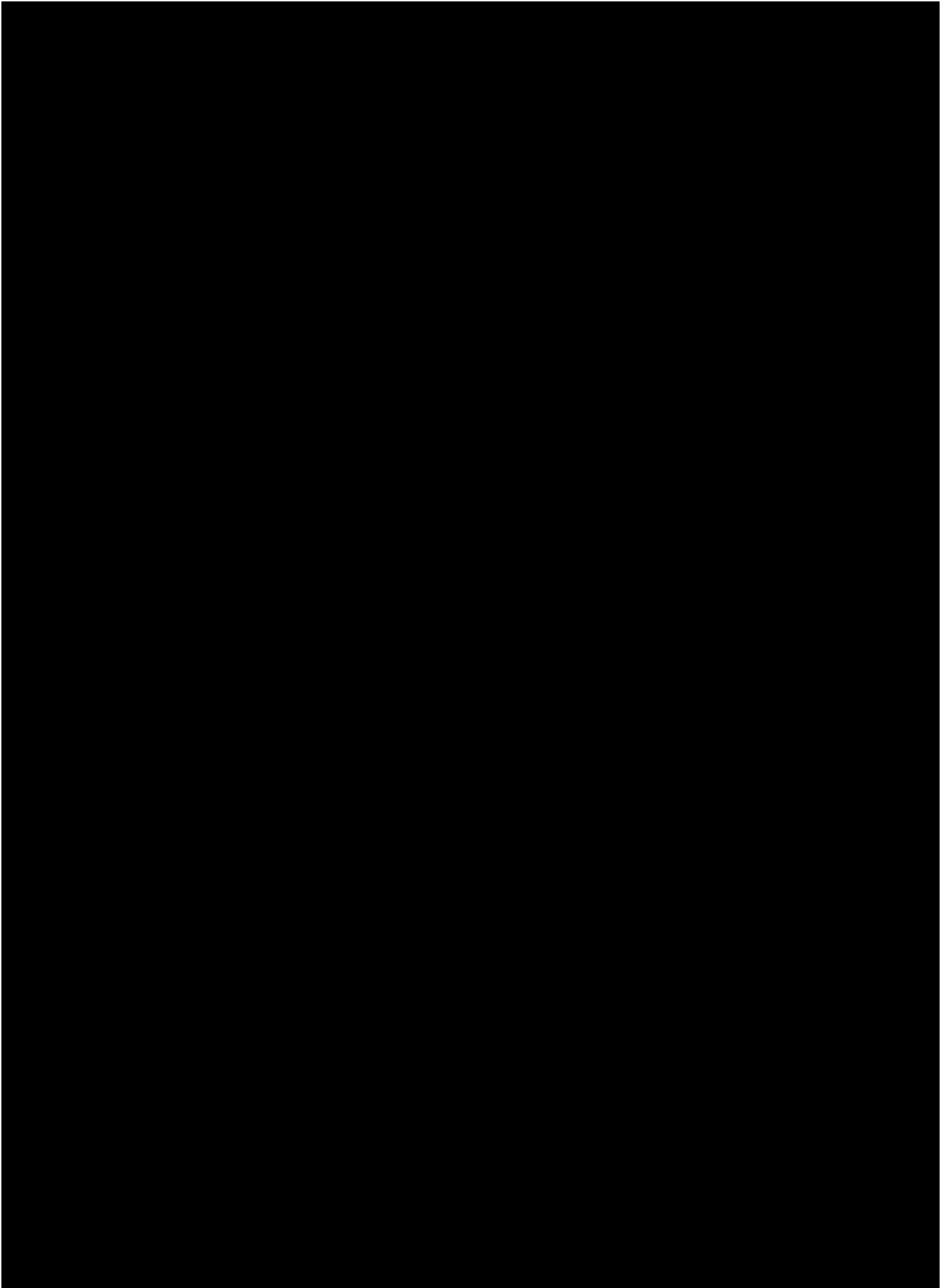
- (a) **(preparation of strategies)** prior to commencing the OSD Works, prepare the following strategies:
 - (i) **(monitoring strategy)** a strategy which details how the VC Developer will monitor induced movement caused by the OSD [REDACTED]; and

(ii) **(stray current and electrolysis strategy)** a strategy which details how the VC Developer will mitigate and evaluate stray currents and electrolysis

[REDACTED]
[REDACTED]
[REDACTED]; and

(b) **(compliance with strategies)** implement and comply with the strategies referred to in clause 17.2(a) until Completion of the OSD Works.

[REDACTED]



19. **MODIFICATIONS**

19.1 **Principal initiated Modifications**

The Principal may propose or require the VC Developer to carry out a Modification in accordance with clause 2 of Schedule A7 (*Modification Procedure*).

19.2 **VC Developer initiated Modifications**

The VC Developer may:

- (a) **(Modifications)** propose a Modification in accordance with clause 3 of Schedule A7 (*Modification Procedure*); and
- (b) **(Unrestricted Modifications)** in its absolute discretion effect any Unrestricted Modification.

20. **TIME**

20.1 **Commencement and progress**

The VC Developer must:

- (a) **(commence)** promptly commence performance of the OSD Works under this deed; and
- (b) **(progress)** expeditiously and diligently progress the OSD Works,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

20.2 Achieving milestones

The VC Developer must use all reasonable endeavours to:

- (a) **(Detailed SSD Application)** lodge the Detailed SSD Application by the Date for Detailed SSD Application Lodgement. The VC Developer must notify the Principal within 2 Business Days after such lodgement, such notice to include evidence of the lodgement; and
- (b) **(Completion)** after the OSD Works have Substantially Commenced, achieve Completion by the date which is [REDACTED] months after the Date of Substantial Commencement (extended by the same amount of time as any extension granted in accordance with clause 20.9 (*Determination of extension of time claim*),

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

20.3 VC Developer's Program

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

20.4 Progressing the OSD Works

- (a) **(Substantial Commencement)** Immediately after the OSD Works have Substantially Commenced, the VC Developer must at all times either:

- (i) progress the OSD Works in accordance with or in advance of the Updated VC Developer's Program; or
- (ii) where the OSD Works are behind the Updated VC Developer's Program, take all such steps as are necessary to ensure that the OSD Works are being progressed with due expedition, including but not limited to:
 - (A) taking reasonable steps to reduce and/or mitigate any delay in the progress of the OSD Works;
 - (B) making substantial progress on critical path activities; and
 - (C) continuing to expend funds in progressing the OSD Works,at a level commensurate with what might reasonably be expected for works of a comparable scope, size and program, except to the extent that the VC Developer is relieved (including by way of an extension of time) of the obligation to do so by the express provisions of this deed.

(b) **(Provision of information)** The VC Developer must provide the Principal with all information reasonably requested by the Principal in relation to the steps being taken, and the expenditure being incurred, by the VC Developer as required by clause 20.4(a).

(c) **(D&C Contractor Insolvency Event)** If the VC Developer has ceased, or is unable to proceed with the OSD Works as a result of an Insolvency Event occurring in respect of the D&C Contractor, the VC Developer must:

- (i) immediately after the VC Developer becomes aware that an Insolvency Event has occurred in relation to the D&C Contractor, notify the Principal's Representative in writing to that effect;
- (ii) within 20 Business Days after issuing a notice under clause 20.4(c)(i), prepare and submit to the Principal's Representative, together with the notice provided by the VC Developer under clause 20.4(c)(i), a draft plan describing the actions and measures which the VC Developer will diligently pursue to enable it to proceed with the OSD Works, including its plan to diligently procure a replacement to the D&C Contractor (**D&C Contractor Replacement Plan**);
- (iii) in consultation in good faith with the Principal, amend the D&C Contractor Replacement Plan having regard to the Principal's reasonable requirements and, if applicable, resubmit the amended D&C Contractor Replacement Plan to the Principal's Representative. The:
 - (A) amended D&C Contractor Replacement Plan (if any); or
 - (B) the D&C Contractor Replacement Plan if not amended pursuant to this clause,

is the **Final D&C Contractor Replacement Plan**;

- (iv) comply with and diligently implement the Final D&C Contractor Replacement Plan to enable the VC Developer to proceed with the OSD Works;
- (v) keep the Construction Site (and the OSD Works) safe and ensure that the Construction Site is (and the OSD Works are) at all times secure during the period of the implementation of the Final D&C Contractor Replacement Plan;

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED];
- [REDACTED]
- [REDACTED]
- [REDACTED]

(q) a direction by the Principal's Representative under clause 21.1(a) requiring the VC Developer to suspend the performance of the OSD Works,

(each a **Delay Event**).

20.6 **Not used**

20.7 **Extensions of time**

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

- (bb) details of the likely delay; and
 - (cc) a description of all measures which the VC Developer has taken and will be taking to preclude the occurrence of the delay and minimise the consequences of the delay; and
- (B) in the case of an ongoing delay, every 10 Business Days after the date on which the notice is given pursuant to clause 20.7(a)(iii)(A), the VC Developer has given to the Principal's Representative written notice which provides details of the status of the delay and an update on the details required by clause 20.7(a)(iii)(A);
- (iv) in relation to a Delay Event under clause 20.5(m), [REDACTED]
[REDACTED]
[REDACTED]
- (v) the VC Developer has given the Principal's Representative, within 15 Business Days after the cessation of each delay caused by a Delay Event, a written claim for an extension of time specifying:
- (A) the number of days claimed;
 - (B) details of the Delay Event and why the Delay Event actually caused the VC Developer to be delayed in lodging the Detailed SSD Application by the Date for Detailed SSD Application Lodgement or achieving Completion (as applicable), including a statement of the facts and the provisions of this deed on which the claim is based;
 - (C) detailed evidence in satisfaction of the requirements of this clause 20.7;
 - (D) critical path analysis in the same format as the VC Developer's Program for the period of the delay; and
 - (E) all other information reasonably required by the Principal's Representative.

20.8 Limiting factors

- (a) **(No entitlement)** The VC Developer is not entitled to any extension of time (and the Principal has no Liability to the VC Developer) if the VC Developer fails to deliver notices in the form and within the time required by clause 20.7(a)(iii)(A), clause 20.7(a)(iii)(B) and clause 20.7(a)(v).
- (b) **(Reduction of entitlement)** The VC Developer's entitlement to an extension of time will be reduced to the extent that:
 - (i) this deed provides that the Principal will have no Liability to the VC Developer;
 - (ii) a delay caused by a Delay Event and a delay caused other than by a Delay Event occur at the same time and the VC Developer would have been delayed even if the Delay Event had not occurred;
 - (iii) the VC Developer or any of its Associates caused or contributed to the delay;

- (iv) the VC Developer failed to comply with:
 - (A) a Cooperation and Integration Deed; or
 - (B) its obligations under this deed in connection with the Interface Contractors,
 and such failure caused or contributed to the delay the subject of the VC Developer's claim;
- (v) the delay was or would have been reduced had the VC Developer or any of its Associates taken all reasonable steps to preclude the occurrence of the Delay Event and minimise the consequences of the delay (other than applying additional resources to make up the time lost); or
- (vi) the delay is caused by or contributed to by a failure of the VC Developer to comply with its obligations under a VC OSD Contract Document or a failure of the VC Contractor to comply with its obligations under a VC Station Contract Document (as defined in the Station Delivery Deed).

20.9 Determination of extension of time claim

- (a) **(Principal's determination)** The Principal's Representative must, acting reasonably and within 20 Business Days after receiving a claim which complies with clause 20.7(a)(v), make a determination of the extension of time to which the VC Developer is entitled and give the VC Developer:
 - (i) written notice of the determination which includes the extension of time granted and the adjusted Milestone Date; or
 - (ii) if no extension is granted, written notice of that decision.
- (b) **(Principal's discretion to extend)** The Principal may, in the Principal's absolute discretion, extend a Milestone Date at any time, and for any reason, by giving written notice to the VC Developer regardless of whether:
 - (i) the VC Developer has claimed or is entitled to an extension of time under this deed; or
 - (ii) the Principal's Representative has previously either rejected any claim or failed to make a determination under clause 20.9(a).
- (c) **(Not for the benefit of VC Developer)** The Principal is not required to exercise the discretion under clause 20.9(b) for the benefit of the VC Developer.
- (d) **(No impact on Delay Event)** The Principal's exercise of its discretion under clause 20.9(b) does not limit the VC Developer's right to claim an extension of time to a Milestone Date or to claim Delay Costs where, but for the exercise of such discretion, the VC Developer would have been entitled to an extension of time to a Milestone Date and/or to Delay Costs (as applicable).
- (e) **(Principal may take into account)** In determining a claim for an extension of time, the Principal is not obliged to, but may in its sole discretion, take into account:
 - (i) the latest accepted version of the VC Developer's Program at the time of the relevant extension of time claim; and
 - (ii) any other information available to the Principal's Representative at the time the determination is required to be made, including information regarding

the progress of the OSD Works up to the time the determination is required to be made.

- (f) **(Time not at large)** A failure by the Principal's Representative to grant an extension of time in accordance with this clause 20.9 will not cause time to be set at large, but does not affect the right of the VC Developer to claim damages.
- (g) **(Extension of Delay Costs Phase)** If there is an extension of time to the Date for Completion under this clause 20.9, there will be a corresponding extension to the dates in each Phase of the Delay Costs Table (other than Phase 1) (as those terms are defined in Schedule E3 (*Delay Costs*)).

20.10 **Delay Costs**

■ [Redacted]

■ [Redacted]

■ [Redacted]

■ [Redacted]

■ [Redacted]

■ [Redacted]

■ [Redacted]

■ [Redacted]

■ [Redacted]

■ [Redacted]

■ [Redacted]

■ [Redacted]

■ [Redacted]

- (b) **(Claim)** The VC Developer must give to the Principal's Representative, within 15 Business Days after the cessation of the Delay Event, a written claim specifying details of the Delay Costs claimed and how those Delay Costs have been calculated.
- (c) **(Limiting factors)** The VC Developer agrees that the VC Developer is not entitled to Delay Costs if the VC Developer does not strictly comply with the time limits within which the notice and claim must be given under clause 20.10(b).
- (d) **(Determination of Delay Costs)** The Principal's Representative must, within 20 Business Days after receiving a claim which complies with clause 20.10(b), make a determination of the Delay Costs to which the VC Developer is entitled and give the VC Developer written notice of the determination.

(e) [Redacted]

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

21. **DIRECTIONS TO SUSPEND AND ACCELERATE**

21.1 **Suspension**

(a) **(Right to suspend)** The Principal's Representative may, at any time, direct the VC Developer to suspend all or any part of the OSD Works (and, after a suspension

has been directed, to re-commence the carrying out of all or a part of the OSD Works) if the OSD Works:

- (i) have caused:
 - (A) a significant spill of Contamination;
 - (B) any accident or release of Contamination which the Principal's Representative believes may pose a danger to health, life or property;
 - (C) any actual damage to the Environment or a significant risk of harm to the Environment; or
 - (D) a fatality or injury to any person including any Incident which must be reported to SafeWork NSW, ONRSR or other work health and safety regulator;

- (ii) are likely to pose a threat and/or cause damage to:
 - (A) the Interface Works;
 - (B) the Victoria Cross Station or the Station Project Works;
 - (C) the health and safety of people or property; or
 - (D) the safety and security of the Victoria Cross Station; or

- (iii) are directly and materially impacting on, or are likely to directly and materially impact on, the ability of the Principal or the Principal's Associates to comply with:
 - (A) any WHS Legislation, Rail Safety National Law, Rail Safety Regulations or the Heavy Vehicle National Law; or
 - (B) any safety requirements in respect of either the VC Contractor's Activities or the work and activities of Interface Contractors,

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

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

- (c) **(Acceptance or rejection of Suspension Impact Notice)** The Principal's Representative must, within 20 Business Days after receipt of a Suspension Impact Notice, notify the VC Developer in writing as to whether the Principal's Representative accepts or rejects the Suspension Impact Notice.
- (d) **(Acceptance)** If the Principal's Representative accepts the Suspension Impact Notice:
 - (i) the VC Developer's Program will be amended as specified in the Suspension Impact Notice;
 - (ii) [REDACTED]
- [REDACTED]
- (e) **(Rejection)** If the Principal's Representative rejects the Suspension Impact Notice, the VC Developer must proceed with the suspension directed by the Principal's Representative under clause 21.1(a) despite the fact that the Suspension Impact Notice has been rejected by the Principal's Representative.
- (f) **(Principal not Liable)** The Principal will have no Liability to the VC Developer arising out of or in any way in connection with a direction under clause 21.1(a) if the reason for the suspension is a breach of, or a failure to comply with, this deed by the VC Developer or the VC Developer's Associates.

21.2 **Acceleration**

- (a) **(Direction)** The Principal's Representative may, by notice in writing expressly referring to this clause 21.2, request the VC Developer to accelerate the OSD Works:
 - (i) if, in the opinion of the Principal's Representative, the OSD Works are directly and materially impacting on, or are likely to directly and materially impact on, the VC Contractor's Activities or the Interface Works; or
- [REDACTED]
- (b) **(Notice of impact of acceleration)** If the Principal's Representative makes a request under clause 21.2(a), the VC Developer must, within 15 Business Days after receipt of such request, inform the Principal's Representative of the time and cost consequences of the acceleration and submit for approval a written notice **(Acceleration Impact Notice)** setting out:
 - (i) the details of any changes required to the VC Developer's Program to reflect the effects of the acceleration on the OSD Works; and
 - (ii) if the acceleration would result in the VC Developer incurring additional Costs, the amount of those Costs (being the direct Costs of the acceleration) calculated on the basis that those Costs are reimbursed to the VC Developer by the Principal by way of a lump sum payment, except to the extent that the requirement for the acceleration was caused by or contributed to by any

breach by the VC Developer or its Associates of any of their obligations under the VC OSD Contract Documents.

- (c) **(Acceptance or rejection of Acceleration Impact Notice)** The Principal's Representative must, within 20 Business Days after receipt of an Acceleration Impact Notice, notify the VC Developer in writing as to whether it accepts or rejects the Acceleration Impact Notice.
- (d) **(Acceptance)** If the Principal's Representative accepts the Acceleration Impact Notice:
 - (i) the VC Developer must accelerate the OSD Works in accordance with the Principal's Representative's direction under clause 21.2(c) (or as varied by the parties' agreement);
 - (ii) the VC Developer's Program will be amended as specified in the Acceleration Impact Notice;
 - (iii) the Date for Completion will be extended as specified in the Acceleration Impact Notice (or as varied by the parties' agreement); and
 - (iv) the costs of acceleration as specified in the Acceleration Impact Notice (or as varied by the parties' agreement) must be paid to the VC Developer within 20 Business Days after completion of the relevant OSD Works by way of a lump sum payment.
- (e) **(No obligation to accelerate)** If the Principal's Representative rejects the Acceleration Impact Notice or does not provide the VC Developer with a notice under clause 21.2(c) within the period referred to in clause 21.2(c), the Acceleration Impact Notice will have no force and effect and the VC Developer is not obliged to accelerate the OSD Works.
- (f) **(No Liability)** Except where the Principal has accepted the Acceleration Impact Notice in accordance with clause 21.2(c), the Principal will have no Liability to the VC Developer as a consequence of any acceleration, change or resequencing of the OSD Works.

22. COMPLETION

22.1 Requesting Certificate of Completion (OSD Design Parameters)

- (a) **(Notice of Completion (OSD Design Parameters))** When the VC Developer considers it has completed or installed every item shown in the Final Plans and Specifications in respect of the OSD Works comprising the elements of the OSD Design Parameters (irrespective of whether Completion of all the OSD Works has been achieved), the VC Developer must give the Principal written notice in the form set out in Schedule B3 (*Notice of Completion (OSD Design Parameters)*). The Principal's Representative and the VC Developer's Representative must jointly inspect those parts of the OSD Works at a mutually convenient time and within 5 Business Days of the issue of such notice.
- (b) **(Certificate of Completion)** The Principal's Representative must, within 5 Business Days after the joint inspection referred to in clause 22.1(a):
 - (i) if the Principal considers that the VC Developer has completed or installed every item shown in the Final Plans and Specifications in respect of the OSD Works comprising the elements of the OSD Design Parameters, provide to the VC Developer a certificate in the form set out in Schedule B5 (*Certificate of Completion (OSD Design Parameters)*); or

- (ii) if the Principal considers that the VC Developer has not completed or installed every item shown in the Final Plans and Specifications in respect of the OSD Works comprising the elements of the OSD Design Parameters, issue a notice to the VC Developer to that effect and provide a detailed list of outstanding work required to be completed by the VC Developer in order for the Certificate of Completion (OSD Design Parameters) to be issued.
- (c) **(VC Developer to carry out)** On receipt of the detailed list referred to in clause 22.1(b)(ii), the VC Developer must carry out the work set out in that list and, on completion of that work, request the Principal's Representative to issue a Certificate of Completion (OSD Design Parameters), and clause 22.1(a) and clause 22.1(b) will reapply.

22.2 Notice of anticipated Completion

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

22.3 Requesting Certificate of Completion

- (a) **(Notice of Completion)** When the VC Developer considers it has achieved Completion of all of the OSD Works, the VC Developer must give the Principal written notice in the form set out in Schedule B4 (*Notice of Completion*) together with a copy of each of:
 - (i) the Certificate of Completion (OSD Design Parameters);
 - (ii) the Approved Engineer's Certificate (Post Completion);
 - (iii) the Occupation Certificates for the whole of the OSD Works which have been issued and are in force to enable occupation of the OSD; and
 - (iv) the Sustainability Certificate.
- (b) **(Certificate of Completion)** The Principal's Representative must, within 10 Business Days after receipt of all the documents referred to in clause 22.3(a), provide to the VC Developer a certificate in the form of Schedule B6 (*Certificate of Completion*).
- (c) **(Failure to issue certificate)** If the Principal's Representative does not issue a Certificate of Completion within 10 Business Days after receipt of all the documents required under clause 22.3(a):
 - (i) the VC Developer must notify the Principal's Representative in writing of the failure to issue the Certificate of Completion; and
 - (ii) if the Principal's Representative does not issue a Certificate of Completion within 5 Business Days after receipt of the notice under clause 22.3(c)(i), the Principal's Representative is deemed to have issued a Certificate of Completion.

22.4 Effect of Certificate of Completion

The issue of a Certificate of Completion is evidence that Completion has been achieved but is not an acknowledgment that the VC Developer has otherwise complied with its obligations under this deed.

22.5 Early Occupation Licence – Development Lot 1

- (a) **(Right of early occupation)** The parties agree that:
- (i) the OSD Works may be completed in stages; and
 - (ii) if the VC Developer wishes to occupy a part of the OSD prior to the achievement of Completion, this clause 22.5 will apply.
- (b) **(Request for early occupation licence)** The VC Developer must, at least:
- (i) 3 months; and
 - (ii) 20 Business Days,
- prior to the date on which it reasonably anticipates Early Occupation Area Completion will be achieved in respect of an Early Occupation Area, give a notice in writing to the Principal's Representative specifying:
- (iii) that part of the OSD that the VC Developer wishes to occupy prior to the achievement of Completion (**Early Occupation Area**); and
 - (iv) the date by which it reasonably anticipates Early Occupation Area Completion will be achieved in respect of the Early Occupation Area.
- (c) **(Notification of Early Occupation Area Completion)** Within 10 Business Days after giving a notice under clause 22.5(b)(ii), the VC Developer must:
- (i) if Early Occupation Area Completion has been achieved, provide to the Principal's Representative a Certificate of Early Occupation Area Completion in the form set out in Schedule B9 (*Certificate of Early Occupation Area Completion*); or
 - (ii) if Early Occupation Area Completion has not been achieved, notify the Principal's Representative as to when the VC Developer expects Early Occupation Area Completion will be achieved and clause 22.5(b) will apply again.
- (d) **(Grant of early occupation licence)** If the VC Developer issues a Certificate of Early Occupation Area Completion under clause 22.5(c)(i), the Principal must grant the VC Developer a licence to occupy an Early Occupation Area subject to:
- (i) the terms and conditions of the Occupation Certificate relating to the Early Occupation Area;
 - (ii) the licence terms and conditions set out in Schedule D8 (*Early Occupation Licence*); and
 - (iii) the terms of all Subdivision Documents whether registered or not.
- (e) **(Right to request more than one licence)** The VC Developer may request, and subject to the VC Developer complying with this clause 22.5, the Principal must grant the VC Developer a licence, at one or more times, over one or more Early Occupation Areas.

22.6 Early Occupation Licence – Development Lot 2, Retail Lot and Concourse Lot

- (a) **(Right of early occupation)** The parties agree that if the VC Developer wishes to occupy Development Lot 2, the Retail Lot or the Concourse Lot (or any part thereof) after the Station Date of Completion and prior to:

- (i) with respect to either Development Lot 2 or the Retail Lot, completion of the relevant Sale Contract; or
 - (ii) with respect to the Concourse Lot, the grant of the Concourse Lease, this clause 22.6 will apply.
- (b) **(Request for early occupation licence)** The VC Developer must, at least 30 Business Days prior to the date on which the VC Developer wishes to take occupation of Development Lot 2, the Retail Lot or the Concourse Lot, give a notice in writing to the Principal's Representative specifying:
- (i) that part of Development Lot 2, the Retail Lot or the Concourse Lot that the VC Developer wishes to occupy (**Relevant Occupation Area**); and
 - (ii) the date by which the VC Developer wishes to occupy the Relevant Occupation Area.
- (c) **(Grant of early occupation licence)** Within 25 Business Days after the Principal receives the VC Developer's notice under clause 22.6(b), the Principal must grant the VC Developer a licence to occupy the Relevant Occupation Area subject to:
- (i) the terms and conditions of the Occupation Certificate relating to the Relevant Occupation Area;
 - (ii) the licence terms and conditions set out in Schedule D8 (*Early Occupation Licence*) except that:
 - (A) references to "Early Occupation Area" are deleted and replaced with "Relevant Occupation Area";
 - (B) the following definition of "Relevant Occupation Area" is included:

Relevant Occupation Area means the Relevant Occupation Area identified in the notice served by the VC Developer in accordance with to clause 22.6(b)(i); and
 - (C) the definition of "Commencing Date" is deleted and replaced with "**Commencing Date** means the date the licence was granted by the Principal to the VC Developer pursuant to clause 22.6(c) of this deed"; and
 - (iii) the terms of all Subdivision Documents whether registered or not.
- (d) **(Application of Retail Leases Act)** If the Principal considers (acting reasonably) that the *Retail Leases Act 1994* (NSW) (**RLA**) applies to any occupation licence granted by the Principal to the VC Developer under this clause 22.6, the grant of such licence is subject to:
- (i) such changes to the licence terms and conditions set out in Schedule D8 (*Early Occupation Licence*) as are necessary in order for the Principal to comply with the RLA, including:
 - (A) disclosure for the purposes of section 34 of the RLA (the extent of such disclosure to be determined by the Principal in its absolute discretion); and
 - (B) an acknowledgment from the VC Developer that it is precluded from making any claim for compensation under section 34 of the RLA for loss or damage suffered by it and any sub-licencees in respect of any

information provided by the VC Developer to the Principal and subsequently disclosed to the VC Developer pursuant to section 34 of the RLA;

- (ii) the VC Developer providing the Principal's Representative with all information and assistance reasonably necessary for the Principal to discharge its obligations under the RLA, including with respect to the completion of a disclosure statement for the Relevant Occupation Area;
 - (iii) the VC Developer providing the Principal's Representative with a signed certificate under section 16(3) of the RLA; and
 - (iv) the parties (acting reasonably) agreeing all necessary amendments to the licence terms and conditions set out in Schedule D8 (*Early Occupation Licence*) in order for the Principal to comply with its obligations under the RLA.
- (e) (**Right to request more than one licence**) The VC Developer may request, and subject to the VC Developer complying with this clause 22.6, the Principal must grant the VC Developer a licence, at one or more times, over one or more parts of Development Lot 2, the Retail Lot or the Concourse Lot.

23. INTELLECTUAL PROPERTY RIGHTS

23.1 Ownership of Design Documentation

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

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

23.2 Licence to the VC Developer

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

23.3 Right to use IPRs

The VC Developer warrants in favour of the Principal that the VC Developer has or will have a transferable right to use all IPRs in the Design Documentation and methods of working produced by or on behalf of the VC Developer for the purpose of undertaking the OSD Works.

23.4 Licence to the Principal

- (a) (**Licence**) If this deed is terminated for any reason, or to the extent required to enable the Principal to exercise its rights under clause 31.8 (*Principal's rights after termination*), the VC Developer must:
 - (i) grant to the Principal, and to the extent that the VC Developer does not own the IPRs in the Design Documentation, the VC Developer must ensure that

the Principal is granted, a royalty-free, irrevocable and transferable licence in relation to the IPRs in the Design Documentation to enable the Principal to carry out, maintain, rectify, repair, improve, service, alter or complete the OSD Works, occupy the OSD or design, construct, complete and operate the Victoria Cross Station;

- (ii) as soon as reasonably practicable, deliver copies of all Design Documentation (whether complete or not) and all other information, documents and records the Principal reasonably requires for the purpose of carrying out, maintaining, rectifying, repairing, improving, servicing, altering or completing the OSD Works, occupying the OSD or designing, constructing, completing and operating the Victoria Cross Station, including in electronic forms, then in existence to the Principal (provided that the VC Developer is entitled to keep one copy of the Design Documents, information, documents and records for its records); and
- (iii) do all things reasonably required by the Principal to enable the Principal to exercise its rights to use all Design Documentation for the purpose of carrying out, maintaining, rectifying, repairing, improving, servicing, altering or completing the OSD Works, occupying the OSD or designing, constructing, completing and operating the Victoria Cross Station.

(b) (**Undertaking**) The VC Developer warrants that it has or will obtain an undertaking (in the form substantially consistent with Schedule A21 (*Moral Rights Consent*)) from any consultant performing any design work in relation to the OSD Works, not to enforce any Moral Rights that author may have, now or in the future, in any such design work in which copyright subsists, so that the Principal may freely exercise its rights pursuant to the licence granted under clause 23.4(a)(i).

(c) (**Release**) The Principal, to the fullest extent permitted under Law, releases the VC Developer and the VC Developer's Associates from and against any Loss or Claims arising out of or in connection with:

- (i) the IPRs granted in relation to the Design Documentation;
- (ii) the Principal's use of all Design Documentation delivered to the Principal pursuant to clause 23.4(a)(ii); and
- (iii) any undertaking obtained from any consultant performing any design work in relation to the OSD Works under clause 23.4(b).

24. DEFECTS RECTIFICATION

24.1 Notice of Defect

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





24.2 **VC Developer's obligations**

The VC Developer must:

- (a) if a Defect is found (whether or not it is the subject of a Defects Notice) during the Defects Correction Period, promptly rectify such Defect; and
- (b) give notice to the Principal when, in the VC Developer's opinion, the Defect has been rectified.

24.3 **Failure to rectify Defect**

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

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

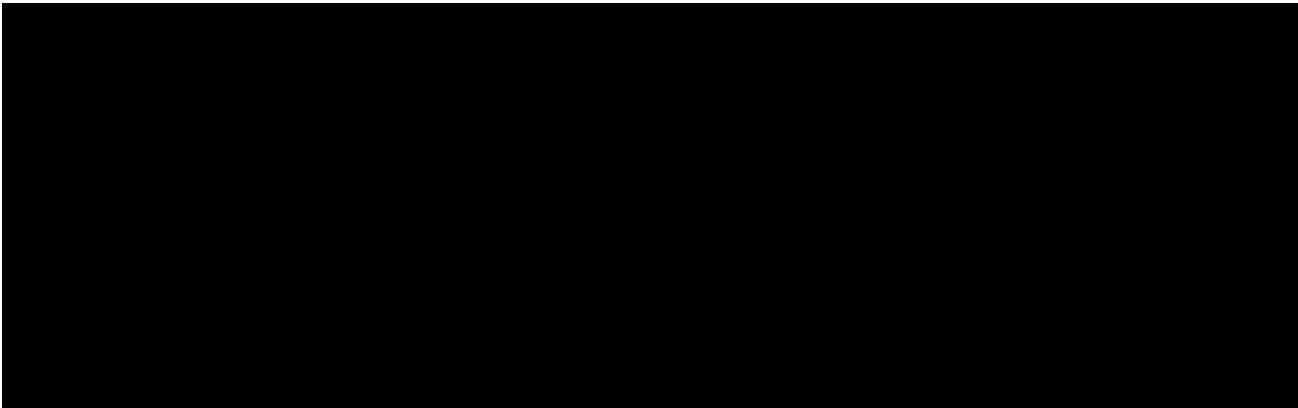
- (b) **(Principal's costs)** The costs of rectification which are reasonably suffered or incurred by the Principal as a consequence of exercising its rights under clause 24.3(a) will be a debt due and payable from the VC Developer to the Principal.

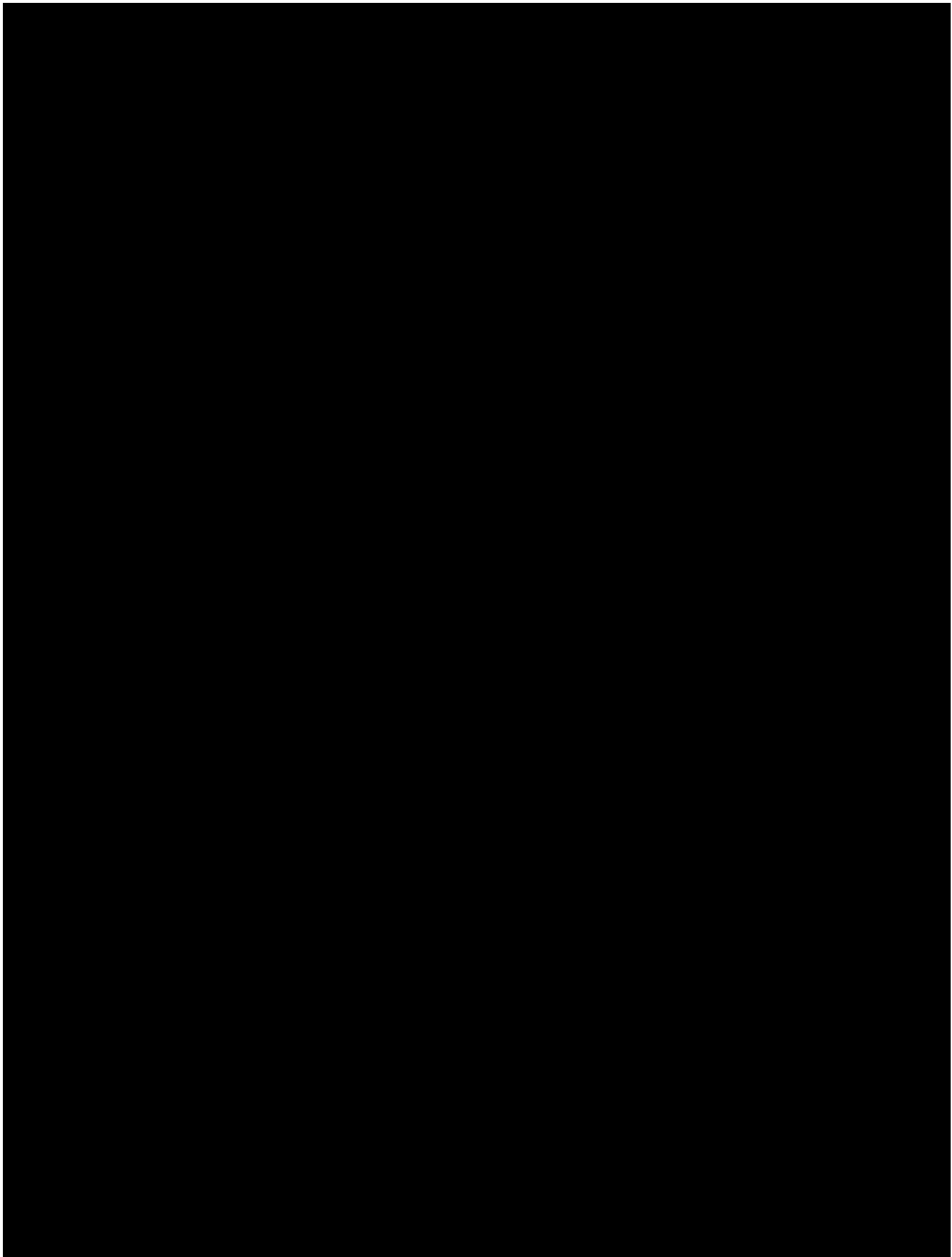
24.4 **Access**

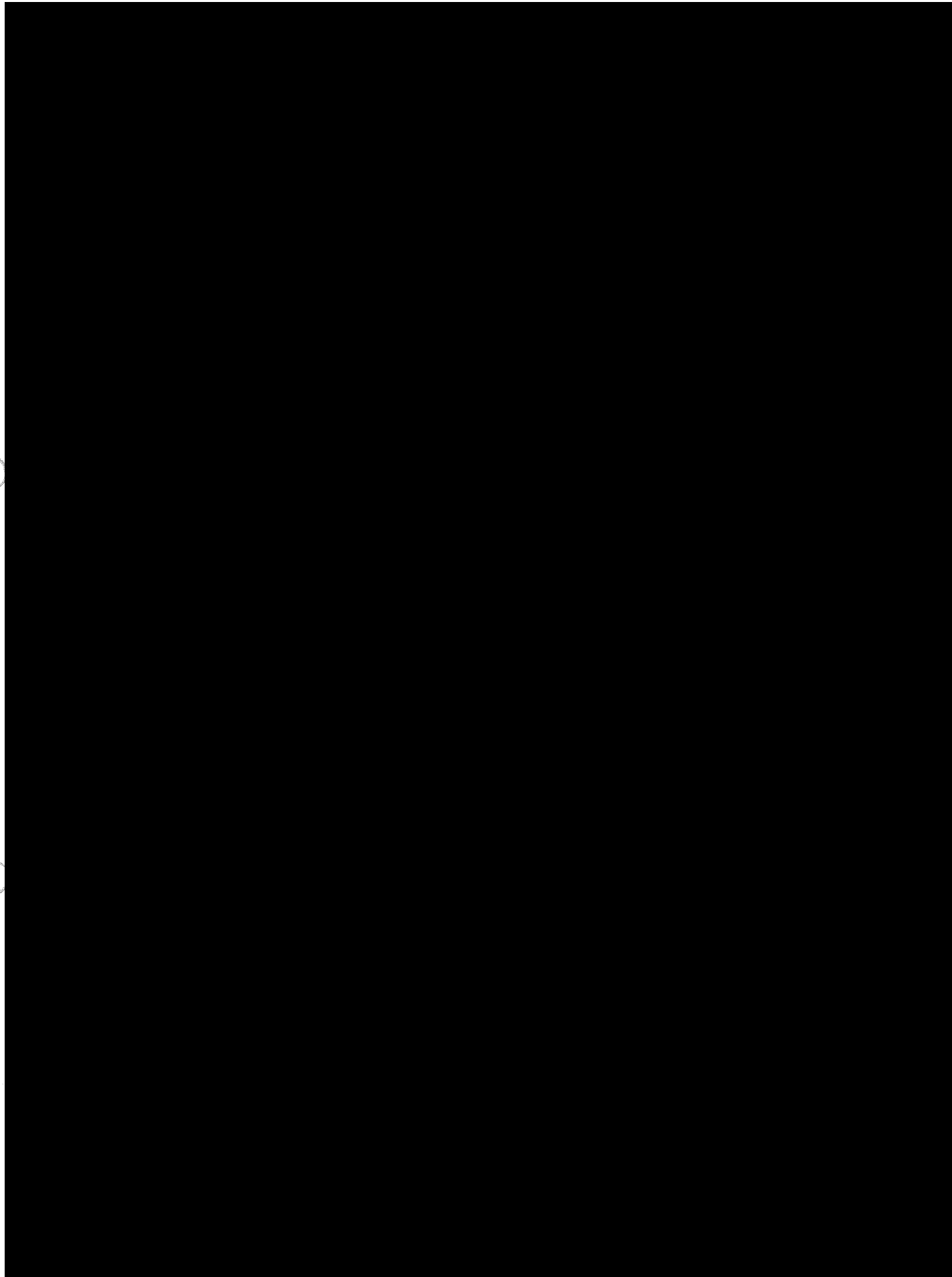
The VC Developer must:

- (a) **(access to remedy Defect)** ensure that a party which is rectifying or remedying Defects has access to the relevant area of the Construction Site, Development Lot 1 (as applicable) for the purposes of rectifying those Defects in accordance with this clause 24; and
- (b) **(access for the Principal)** allow or procure the Principal and its Associates reasonable access to the Construction Site, Development Lot 1 (as applicable) during the Defects Correction Period to inspect the OSD Works for the purpose of this clause 24.

25. **TRANSFER OF FREEHOLD TITLE, GRANT OF LEASE AND SUBDIVISION**







26. **MARKETING AND SIGNAGE**

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

(a) **(Naming and branding)** Subject to clause 26.2:

- (i) the VC Developer has the naming rights and branding rights in respect of the OSD; and
- (ii) from the date of this deed until completion of the OSD Commercial Lots Sale Contract, the VC Developer must consult with the Principal and have regard

to the Principal's feedback regarding the proposed name of the OSD or the development within Development Lot 2 before using that name and/or erecting any signage in connection with that name.

- (b) **(Marketing)** The VC Developer is responsible for all aspects of the marketing and promotion of the OSD and the development within Development Lot 2.

26.2 **Principal's IPRs**

If:

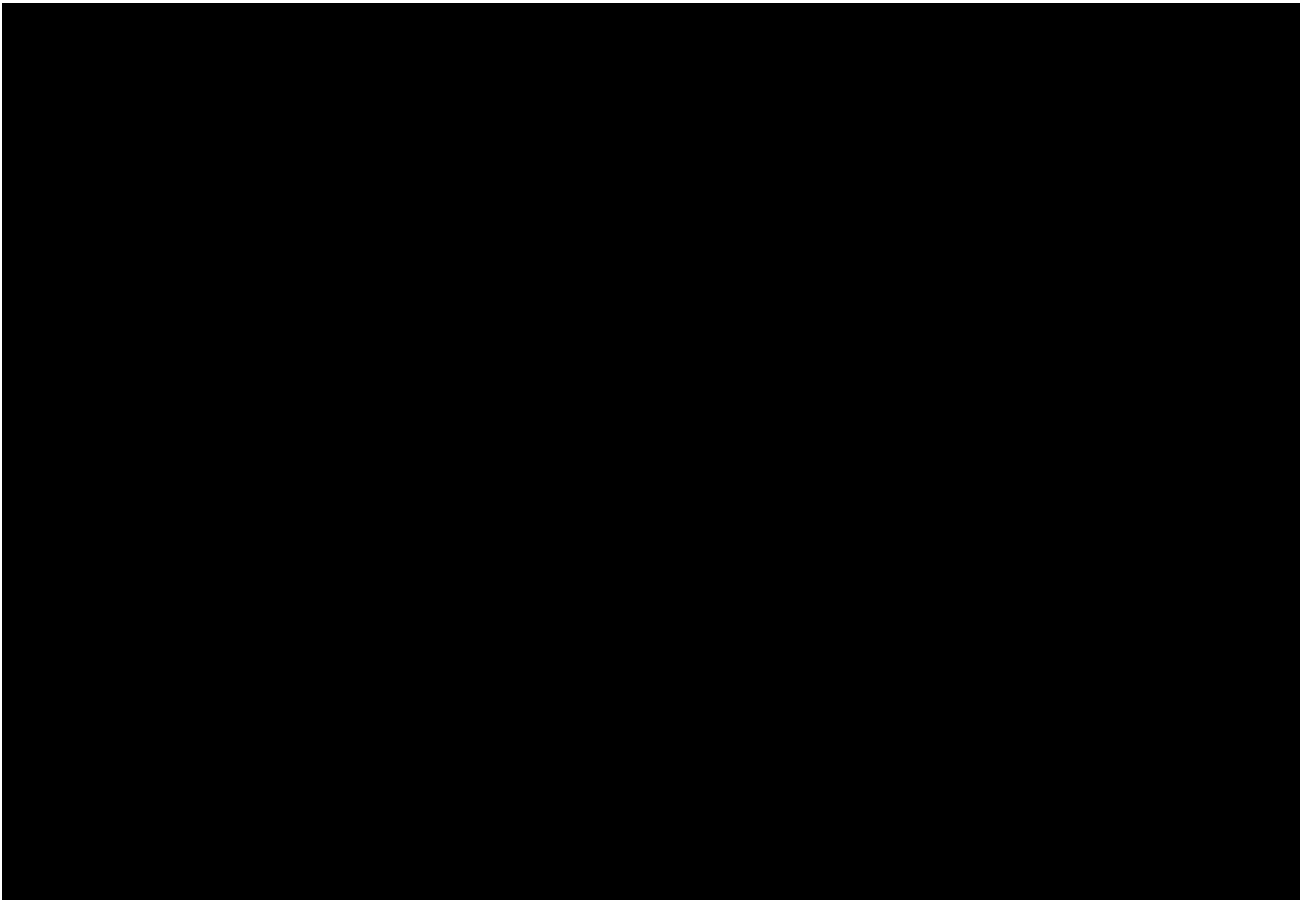
- (a) the proposed name of the OSD or the development within Development Lot 2;
- (b) any signage, branding or marketing of the OSD or the development within Development Lot 2; or
- (c) any signage or marketing on or in the Construction Site,

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

27. **VC DEVELOPER PAYMENTS**

27.1 **VC Developer Payments**

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



27.3 **VC Developer Payment is non-refundable**

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

28. **GST**

28.1 **Payment of GST**

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

28.2 **Later adjustment to price or GST**

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

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

28.3 **Tax invoice/adjustment note**

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

28.4 **Indemnities and reimbursement**

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

28.5 **Non-monetary consideration**

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

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

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

29.1 **Responsibility for care of the OSD Works**

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

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

up to and including:

- (c) where the OSD Works or part of the Construction Site is within the OSD Commercial Lots, completion of the OSD Commercial Lots Sale Contract;
- (d) where the OSD Works or part of the Construction Site is within the Retail Lot, completion of the Retail Lot Sale Contract; or
- (e) where the OSD Works or part of the Construction Site is within the Concourse Lot, the grant of the Concourse Lease.

29.2 **Principal's insurance**

- (a) **(Requirement to effect)** The Principal must effect:
 - (i) within 25 Business Days after the date of this deed, public and products liability insurance;

- (ii) if the Anticipated Date for Commencement of the OSD Works is on or before the Date for Completion, contract works (material damage) insurance:
 - (A) at least 20 Business Days before the Anticipated Date for Commencement of the OSD Works; or
 - (B) such earlier period requested by the VC Developer in writing, provided that the VC Developer gives the Principal at least 60 Business Days' written notice of the requirement to effect contract works (material damage) insurance; and
- (iii) if the Anticipated Date for Commencement of the OSD Works is on or before the Date for Completion, delay in start-up insurance (**DSU Insurance**):
 - (A) at least 5 Business Days before the Anticipated Date for Commencement of the OSD Works; or
 - (B) such earlier period requested by the VC Developer, provided that the VC Developer gives the Principal at least 60 Business Days' written notice of the requirement to effect DSU Insurance,

if directed by the VC Developer pursuant to clause 29.2(i) and subject to the VC Developer:

 - (C) complying with its obligations in clauses 29.2(g); and
 - (D) paying all premiums to the Principal's insurance broker in accordance with clause 29.7(a)(ii),

on the terms of the policies set out in part A of Schedule A17 (*Insurance Policies*) including for the benefit of:

- (iv) the VC Developer (as a named party);
- (v) except with respect to DSU Insurance, the D&C Contractor (as a named party); and
- (vi) any other entity with an insurable interest notified by the VC Developer to the Principal in writing from time to time (as a named party).

(b) [REDACTED]

[REDACTED]

- (c) (**Requirement to maintain**) The Principal must ensure that the Insurances it is required to take out pursuant to clause 29.2(a) are maintained:
- (i) in the case of contract works (material damage) insurance, until the end of all Defects Correction Periods for the OSD Works;
 - (ii) in the case of public and products liability insurance, until the date which is the earlier of:

- (A) the end of all Defects Correction Periods for the OSD Works; and
- (B) cancellation of the public and products liability insurance by the Principal pursuant to clause 29.3(b); and

(iii) [REDACTED]

[REDACTED]

[REDACTED]

(d) **(Requirement to notify)** The Principal must promptly notify the VC Developer if it receives or gives any notice of any claim involving, or which may involve, the VC Developer and must give the VC Developer not less than 20 Business Days' prior written notice before, subject to the provisions of clause 29.3(b), it issues any notice of cancellation of any Insurances.

(e) **(VC Developer acknowledgement)** The Principal's Insurances are subject to the exclusions, conditions, deductibles and excesses noted on the Principal's Insurance policies and the VC Developer acknowledges and agrees that:

- (i) it has satisfied itself of the nature and extent of the cover provided by the Principal's Insurances;
- (ii) the Principal's Insurances do not cover every risk to which the VC Developer or its Associates may be exposed and are subject to deductibles and limits and the VC Developer may, at its cost, elect to effect insurance for any risk or liability which is not covered by the Principal's Insurances;

(iii) [REDACTED]

(iv) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

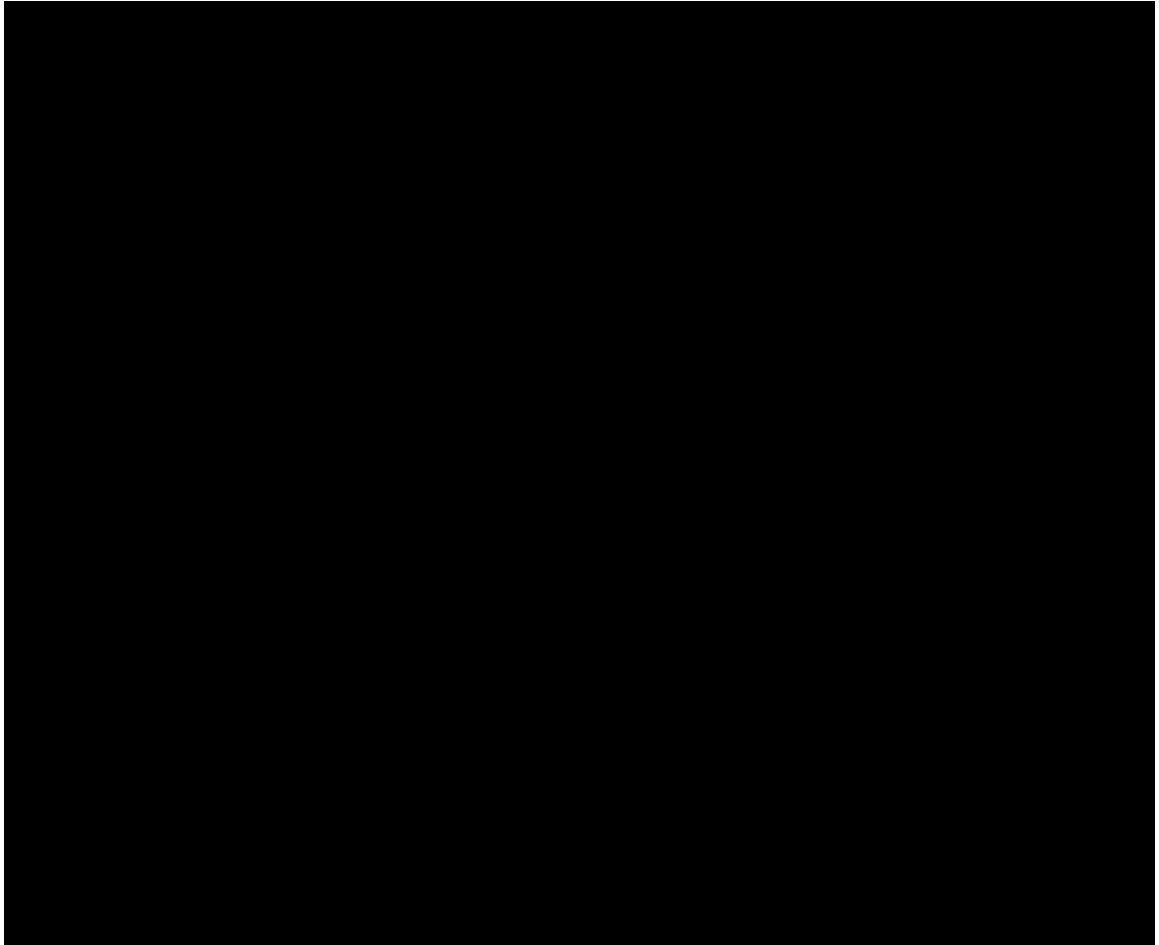
■ [REDACTED]

■ [REDACTED]

- (j) **(Principal's Insurances)** The Principal must, in respect of each Principal's Insurance:
- (i) ensure that it is effected with an insurer with a financial strength rating of not less than Standard & Poors A- or equivalent rating from another recognised rating agency, or as otherwise agreed by the VC Developer (acting reasonably);
 - (ii) make available a copy of the insurance policy (including certificates of currency, renewal certificates, endorsement slips, policy schedules and wordings), upon written request of the VC Developer;
 - (iii) not used;
 - (iv) subject to clause 29.3(b) (*Principal's right to prorata premium*), not cancel, vary, amend or allow to lapse any insurance policy without the written consent of the VC Developer; and
 - (v) (other than in respect of the DSU Insurance) punctually pay all premiums in respect of the insurance policy and give the VC Developer, when requested, but not more than once for every insurance period, a letter from the Principal's Representative confirming all such premiums have been paid.
- (k) **(Failure to comply)** If the Principal fails to comply with clause 29.2(a) or clause 29.2(j)(iv) or otherwise fails to effect and maintain Insurance which the Principal is required to effect and maintain under this clause 29, the VC Developer may (in its absolute discretion) effect and maintain the relevant Insurance or pay such premium or other amount and any costs so incurred by the VC Developer will be a debt due and payable from the Principal to the VC Developer and the Principal must provide the VC Developer with reasonable assistance and information to allow it to exercise this right.
- (l) **(Disclosure of Insurances after execution of the D&C Contract)** After execution of the D&C Contract and during the policy period of Insurance which the Principal is required to effect and maintain under clause 29.2(a)(i) and clause 29.2(a)(ii), the VC Developer may direct the Principal to disclose to the insurer the additional works being undertaken by the D&C Contractor under the D&C Contract and upon such direction:
- (i) the Principal must promptly disclose the details provided by the VC Developer to the insurer; and

- (ii) if the value of the works being undertaken by the D&C Contractor under the D&C Contract are greater than [REDACTED] as a result of the additional works disclosed by the VC Developer under this clause 29.2(1), the VC Developer must pay any additional premium payable by the Principal to increase the cover for the additional works under the D&C Contract above [REDACTED]

29.3 Principal's right to prorata premium



29.4 VC Developer's Insurance obligations

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

29.5 Periods of Insurance

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

- (a) **(requirement to effect)** are effected:
 - (i) in the case of the Insurance referred to in clause 1.3 of Schedule A16 (*VC Developer Insurance Requirements*), within 2 Business Days after the date of this deed;
 - (ii) in the case of the Insurances referred to in clause 1.2, clause 1.4, clause 1.5 and clause 1.6 of Schedule A16 (*VC Developer Insurance Requirements*), at

least 5 Business Days before the Anticipated Date for Commencement of the OSD Works; and

- (iii) in the case of the Insurance referred to in clause 1.7 of Schedule A16 (*VC Developer Insurance Requirements*), the date of cancellation of the public and products liability insurance pursuant to clause 29.3(b); and

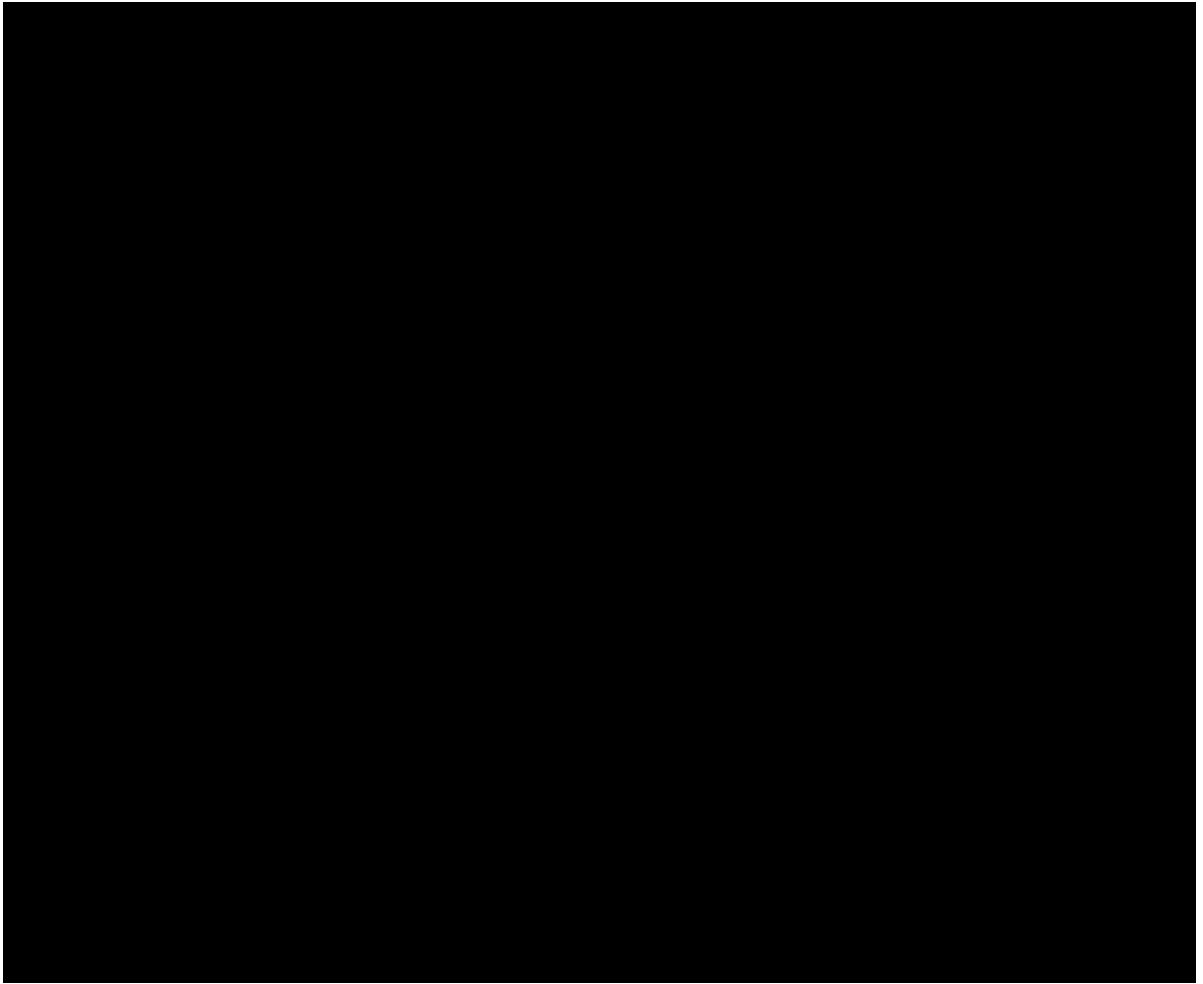
(b) **(requirement to maintain)** are maintained:

- (i) in the case of the Insurances referred to in clause 1.2, clause 1.4, clause 1.5, clause 1.6 and clause 1.7 of Schedule A16 (*VC Developer Insurance Requirements*) until the end of all Defects Correction Periods; and
- (ii) in the case of the Insurance referred to in clause 1.3 of Schedule A16 (*VC Developer Insurance Requirements*), until 7 years after the Date of Completion.

29.6 Evidence of policies

- (a) **(Provision of evidence by VC Developer)** The VC Developer must, in respect of the Insurances which it is required to effect or maintain or cause to be effected or maintained pursuant to this clause 29, provide the Principal's Representative within 5 Business Days after a request with:
 - (i) certificates of currency of the Insurances before the relevant commencement date referred to in clause 29.5(a) for each Insurance, which certificates must be in such form and contain such details as may be required by the Principal's Representative;
 - (ii) updated certificates of currency for the Insurances whenever requested by the Principal's Representative; and
 - (iii) where an Insurance policy insures the Principal, the VC Developer and Subcontractors, permission for the Principal's insurance broker to inspect a copy of that Insurance policy whenever requested by the Principal's Representative.
- (b) **(Principal may effect)** If the VC Developer does not comply with clause 29.6(a) or clause 29.7 (*Premiums*), or otherwise fails to effect and maintain Insurance which the VC Developer is required to effect and maintain under this clause 29, the Principal may (but is not obliged to) effect and maintain the relevant Insurances and any costs incurred by the Principal in doing so will be a debt due and payable from the VC Developer to the Principal and the VC Developer must provide the Principal with reasonable assistance and information to allow it to exercise this right.
- (c) **(Provision of evidence by Principal)** The Principal must, in respect of the DSU Insurance which it is required to effect or maintain pursuant to clause 29.2(a)(iii) and 29.2(b), provide the VC Developer's Representative within 5 Business Days after a request with:
 - (i) the full policy document including any and all endorsements of the DSU Insurance before the commencement date referred to in clause 29.2(a)(iii) and 29.2(b); and
 - (ii) updated certificates of currency for the DSU Insurance whenever requested by the VC Developer's Representative.

29.7 Premiums



29.8 Undertaking to inform

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

- (a) **(no prejudice)** does not do anything, or allow anything to be done, which prejudices any Insurance;
- (b) **(rectify)** if necessary, rectifies anything which may prejudice any Insurance;
- (c) **(reinstate or replace)** reinstates or replaces any Insurance policy (other than the Principal's Insurances) if it lapses;
- (d) **(not cancel)** does not cancel, vary or allow any Insurance policy to lapse without the prior written consent of the Principal's Representative;
- (e) **(notify)** immediately notifies the Principal's Representative if:
 - (i) an Insurance policy is cancelled;
 - (ii) any event occurs which may result in an Insurance policy being cancelled;
 - (iii) it is notified by an insurer that a policy may be cancelled; or

- (iv) it becomes aware of any actual, threatened or likely claims under any of the Insurances which could materially reduce the available limit of indemnity; and
- (f) (**provision of information**) gives full, true and particular information to the insurer of all matters and things the non-disclosure of which may in any way prejudice or affect any such policy or the payment of all or any benefits under the Insurance.

29.9 Reinstatement

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

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

29.10 Application of the Principal's Insurance proceeds

If all or any part of the OSD Works are damaged or destroyed prior to completion of the OSD Commercial Lots Sale Contract, the parties agree that:

- (a) if permitted by the insurance policy and agreed to by the insurer, the Principal and the VC Developer will be joint loss payees in respect of any benefits payable under the Insurances referred to in clause 29.2(a)(ii) and clause 1.6 of Schedule A16 (*VC Developer Insurance Requirements*) and all proceeds (less any costs of reinstatement that the Principal is reasonably satisfied that the VC Developer has already incurred in reinstating the OSD Works) will be paid to an account in the names of the Principal and the VC Developer, which proceeds will then be used for the purpose of reinstating the OSD Works;
- (b) as the VC Developer proceeds to reinstate the OSD Works, the Principal and the VC Developer will consent to the moneys being progressively withdrawn from the joint account for the purposes of satisfying the costs of such reinstatement, provided

that the Principal's Representative is reasonably satisfied that the proceeds being withdrawn will be used by the VC Developer for such reinstatement; and

- (c) if the proceeds received under any Principal's Insurance in respect of the damage to or destruction of the OSD Works are less than the cost of repairing or replacing the OSD Works (or those Principal's Insurances are void or unenforceable or in accordance with their terms do not cover the particular damage or destruction), the VC Developer must complete the repair and replacement of the OSD Works at its own cost.

29.11 **Risk of deductibles or excesses**

■ [REDACTED]

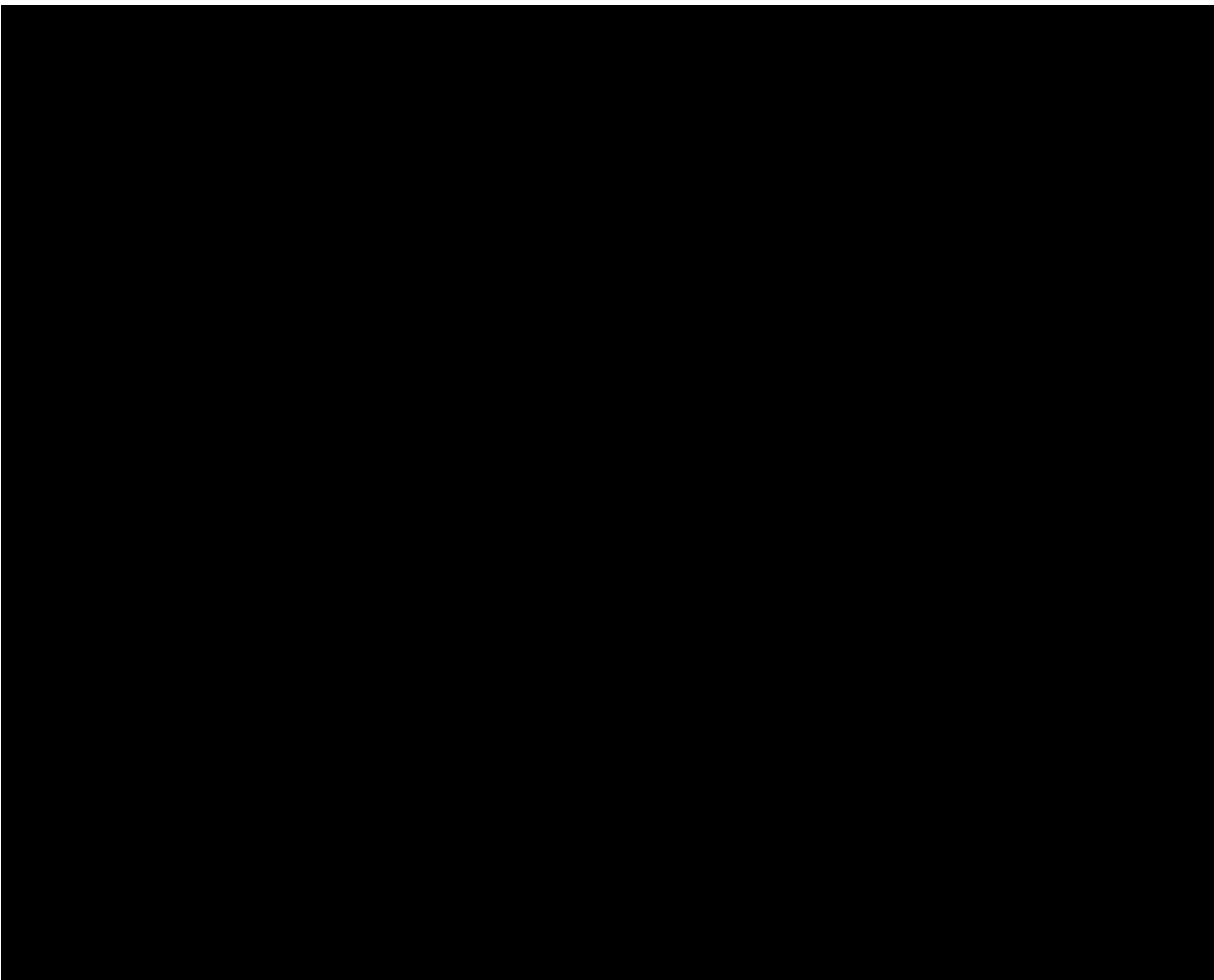
■ [REDACTED]

29.12 **Change to limits and Insurances**

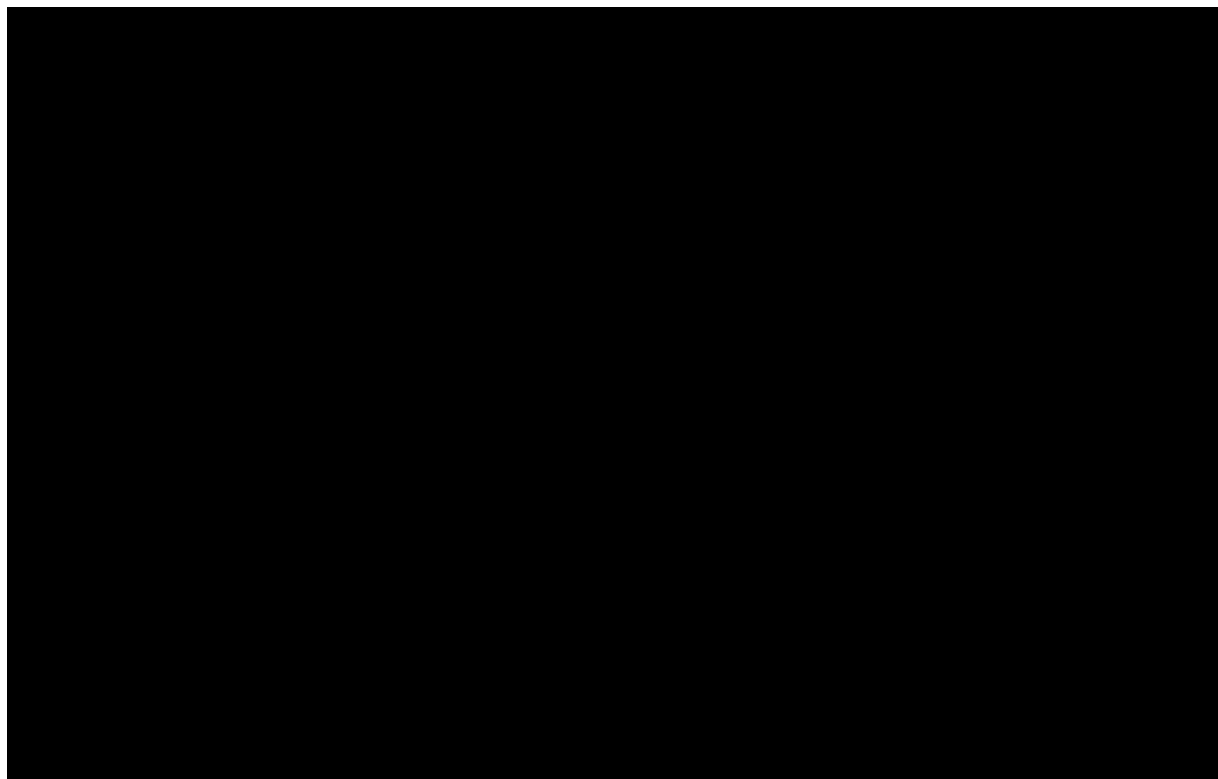
- (a) **(Principal may change)** The Principal may increase or decrease the limits of indemnity required for the Insurances referred to in, or change the types of Insurances required to be effected or maintained by the VC Developer under this deed at each renewal date of the relevant Insurance by providing 6 months' prior written notice to the VC Developer.
- (b) **(Change required to conform)** The Principal may only change the limits of indemnity required for the Insurances referred to in clause 29.12(a), or require additional insurances under, this deed where it is acting reasonably and has obtained an opinion from a reputable insurance broker or otherwise independent appropriately qualified consultant that a change is required in order to conform with current prudent insurance practice for an entity with a risk profile comparable to the VC Developer.
- (c) **(VC Developer must change)** The VC Developer must, within 60 days of receipt of a notice from the Principal to change the limits of indemnity required for the insurances referred to in Schedule A16 (*VC Developer Insurance Requirements*), or to change the types of insurances required by Schedule A16 (*VC Developer Insurance Requirements*), effect the required changes.

29.13 **DSU Insurance**

[REDACTED]



29.14 **Uninsurable risks**



29.15 Liabilities of VC Developer not affected

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

29.16 Survival of termination

This clause 29 survives termination or expiry of this deed.

30. INDEMNITY AND LIABILITY EXCLUSIONS

30.1 Indemnity from the VC Developer

Subject to the provisions of clauses 30.2, 30.4, 30.7 and 30.8, the VC Developer indemnifies each State Indemnified Party from and against:

- (a) any Losses incurred or suffered by a State Indemnified Party in respect of:
 - (i) damage to, loss or destruction of, or loss of use of or access to (whether total or partial), any State Indemnified Party's real or personal property; or
 - (ii) any Claim against a State Indemnified Party (including by another State Indemnified Party) or any Liability a State Indemnified Party may have to third parties in respect of or arising out of or in connection with:
 - (A) any illness, personal injury to, or death of, any person; or
 - (B) damage to, loss or destruction of, or loss of use of or access to (whether total or partial), any real or personal property, caused by, arising out of, or in any way in connection with the performance of the obligations of the VC Developer or the exercise of rights by the VC Developer under this deed, including the OSD Works, or the designing and performing, or procuring the design and performance of, any VC Developer's Fitout Works by the VC Developer;
- (b) any Losses incurred or suffered by a State Indemnified Party, or any Claim made by or Liability to any other person, arising out of or in any way in connection with:

- (i) any breach of (including breach of warranty), or failure to comply with, the terms of any Principal VC OSD Contract Document by the VC Developer or its Associates;
 - (ii) the carrying out of the OSD Works or the designing and performing, or procuring the design and performance of, any VC Developer's Fitout Works;
 - (iii) any fraudulent or negligent act or omission by the VC Developer or any of its Associates;
 - (iv) not used;
 - (v) not used;
 - (vi) [REDACTED]
 - (vii) the failure by the Appointed Principal Contractor to exercise or fulfil the functions and responsibilities of the principal contractor under the WHS Legislation;
 - (viii) any IPR Claim;
 - (ix) [REDACTED]
 - (x) [REDACTED]
 - (xi) [REDACTED]
- (c) any Environmental Liabilities arising out of or in connection with:
- (i) a breach of this deed by the VC Developer;
 - (ii) a negligent, wrongful or reckless act or omission of the VC Developer or its Associates; or
 - (iii) the carrying out of the OSD Works.

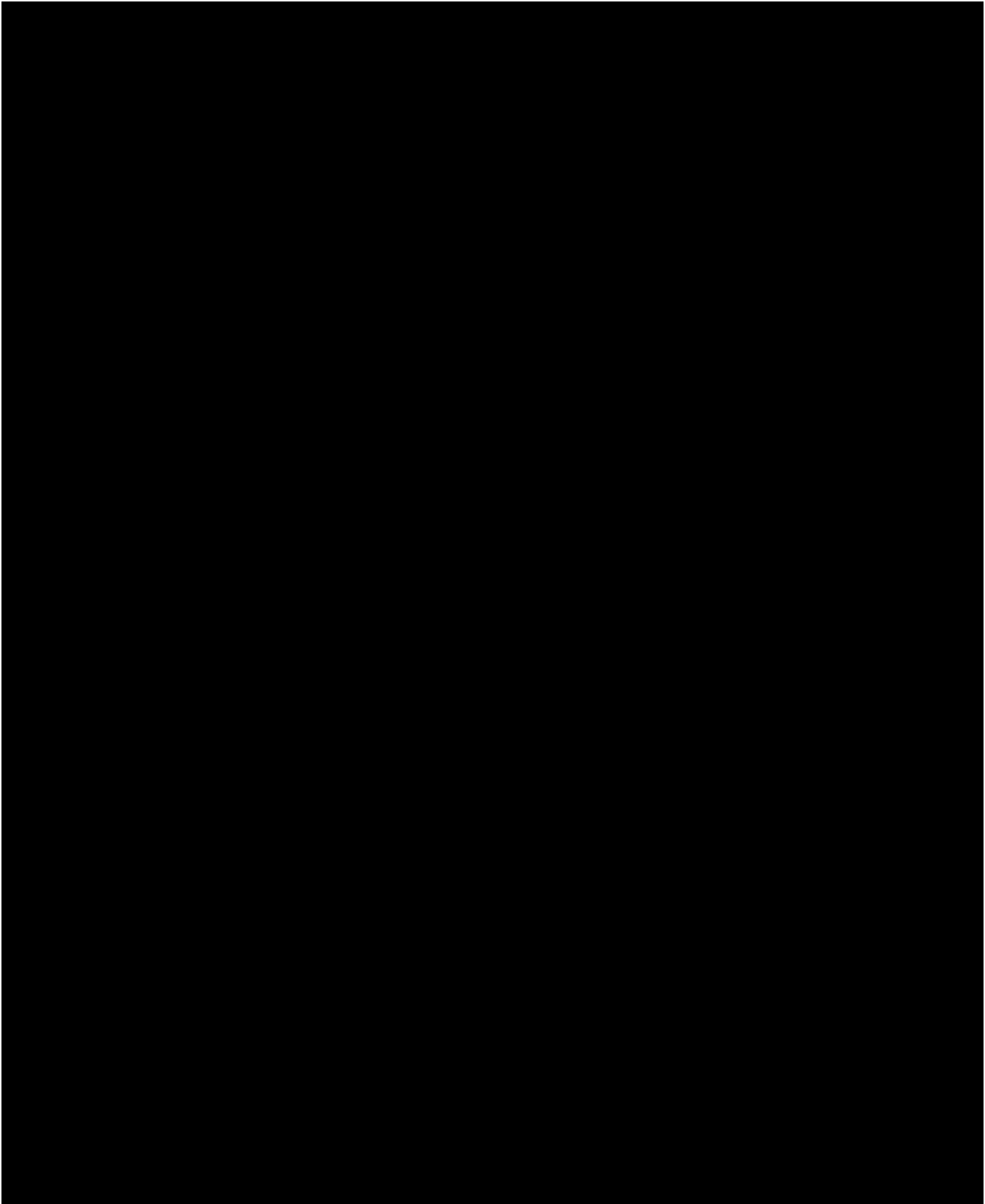
30.2 Contribution by the Principal

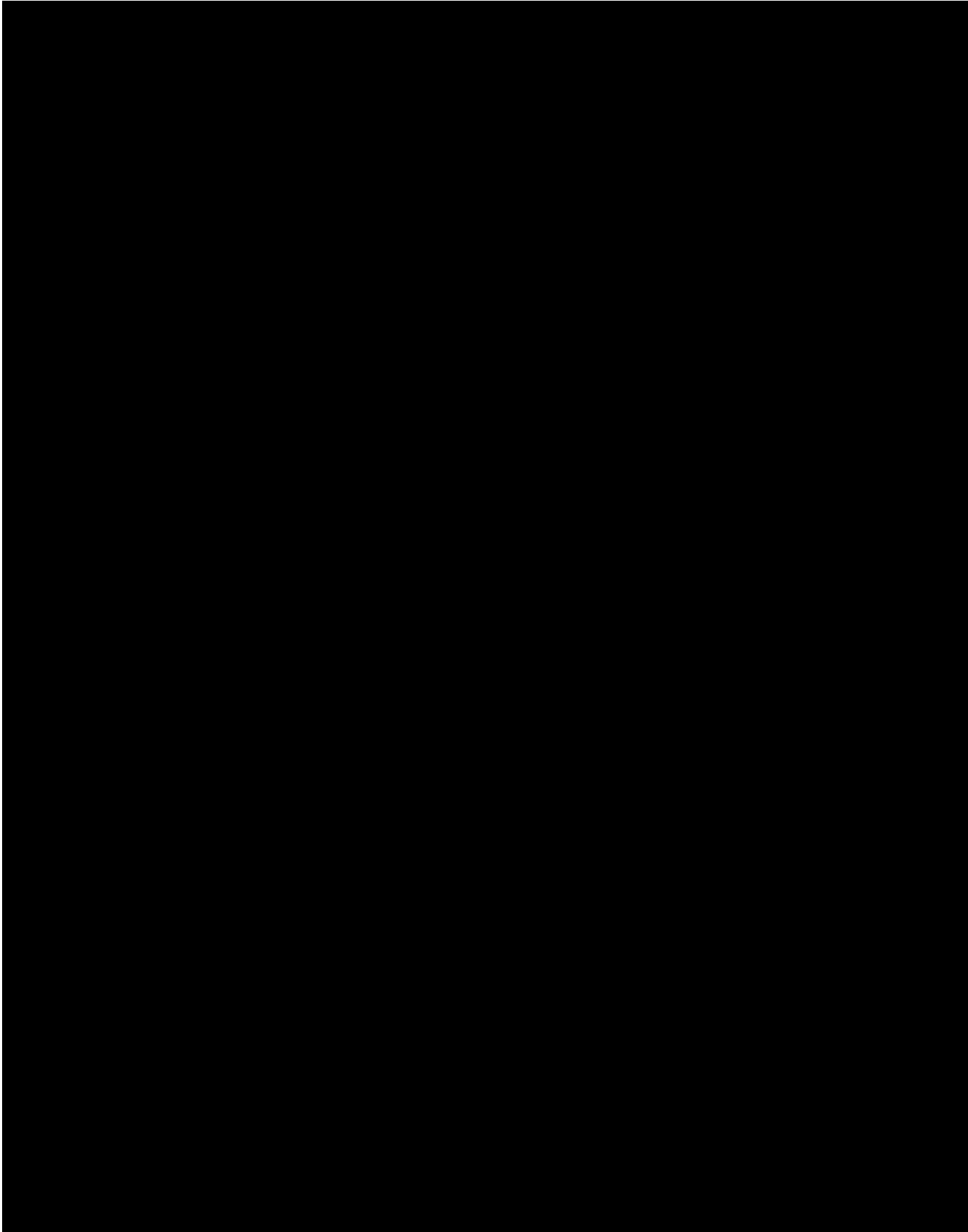
The VC Developer's liability to indemnify any State Indemnified Party under this deed will be reduced to the extent that a breach of this deed by the Principal or a negligent act or omission of the Principal, its Associates or any other State Indemnified Party contributed to the Claim or Loss.

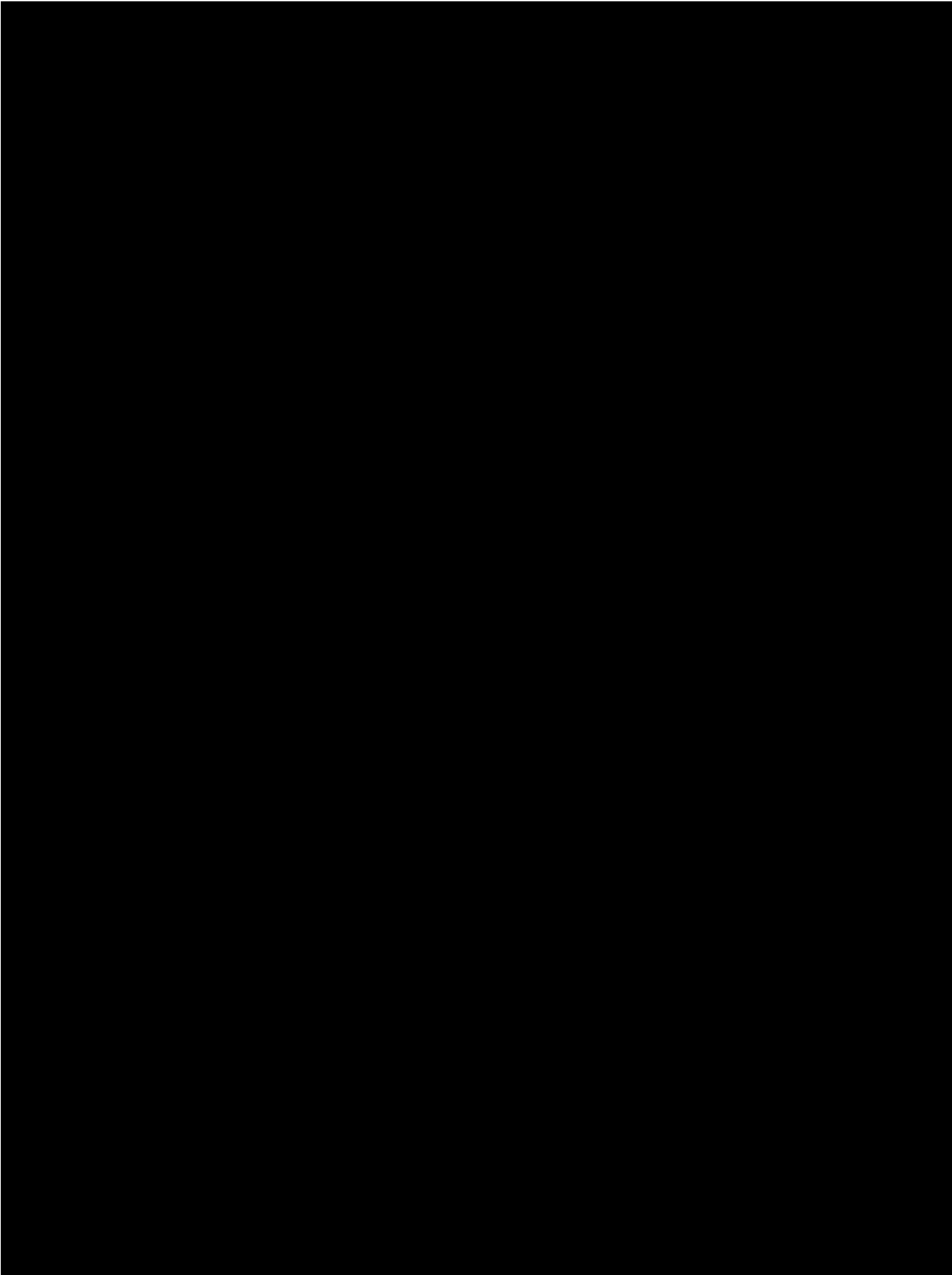
30.3 Obligations not affected

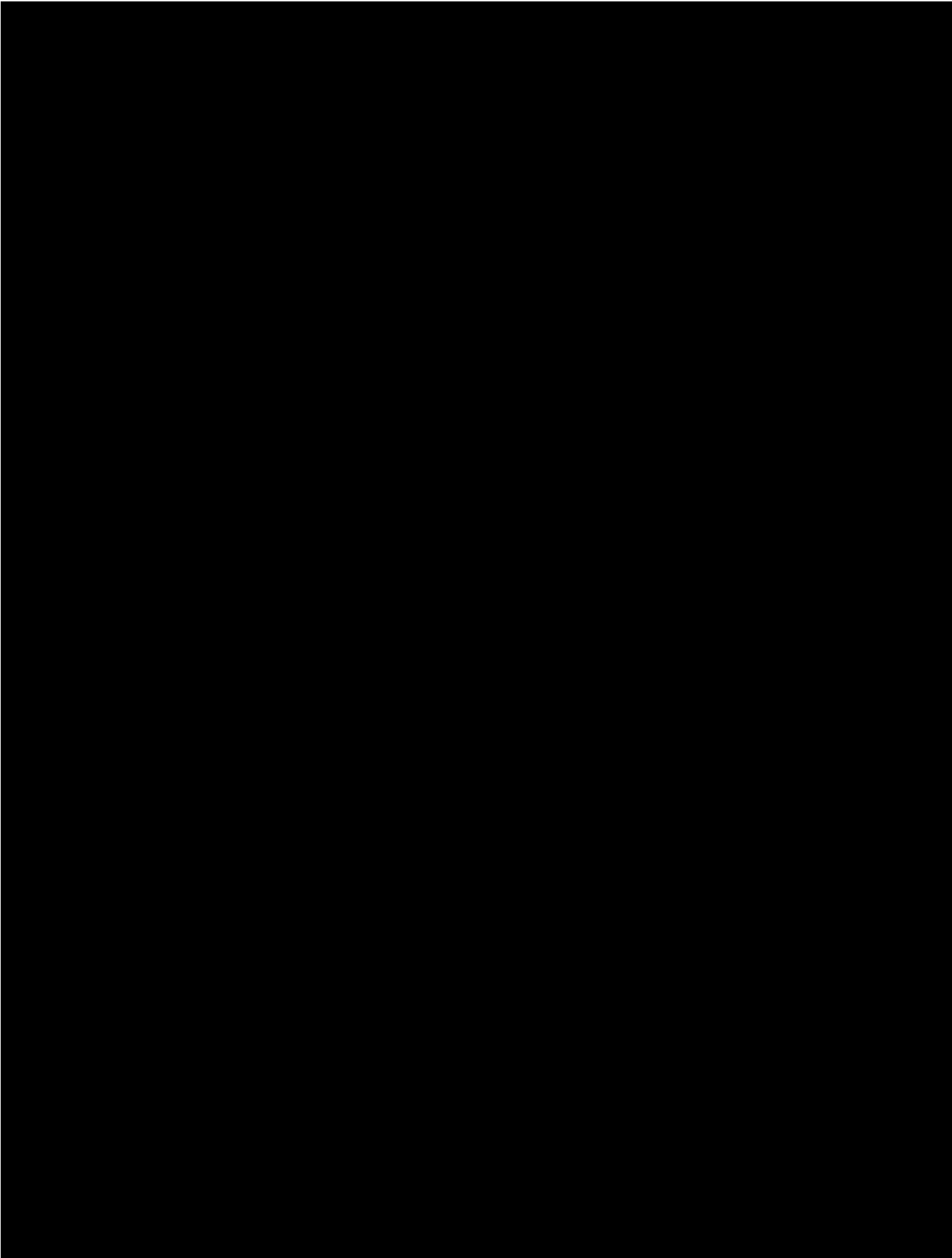
- (a) **(No affect)** Clause 30.1 (*Indemnity from the VC Developer*) does not limit or otherwise affect the VC Developer's other obligations under this deed or otherwise according to Law.

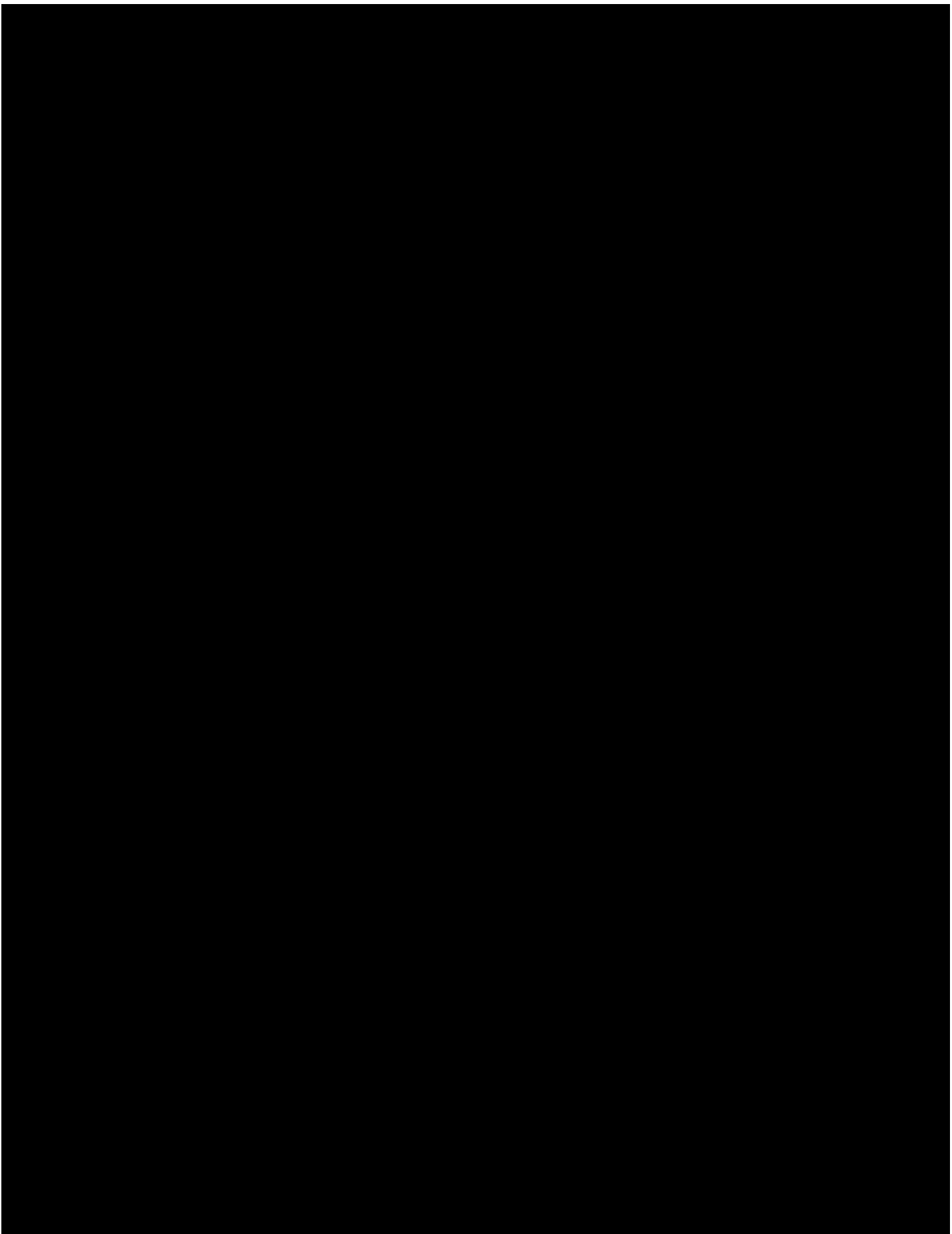
- (b) **(No relief from insurance)** The VC Developer is not relieved of any obligation to indemnify a State Indemnified Party under clause 30.1 (*Indemnity from the VC Developer*) by reason of effecting insurance or being an insured party under an insurance policy effected by the Principal.











31. DEFAULT AND TERMINATION

31.1 Event of Default

Each of the following events is an Event of Default:

- (a) **(Abandonment)** the VC Developer Abandons the OSD Works (provided that the Principal may not terminate this deed pursuant to this clause 31.1(a) where an Insolvency Event has occurred in relation to the D&C Contractor and the VC Developer has complied with and is continuing to comply with clause 20.4(c));
- (b) **(progress of OSD Works)** a breach by the VC Developer of clause 20.4 (*Progressing the OSD Works*) (provided that the Principal may not terminate this deed pursuant to this clause 31.1(b) where an Insolvency Event has occurred in relation to the D&C Contractor and the VC Developer has complied with and is continuing to comply with clause 20.4(c));
- (c) **(failure to insure)** the VC Developer does not 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;
- (d) **(fraud)** the Principal is the victim of any fraud or dishonest conduct by the VC Developer or the D&C Contractor in connection with the carrying out of the OSD Works or Sydney Metro City & Southwest, or the Independent Commission Against Corruption or similar public body determines that the VC Developer or the D&C Contractor has engaged in corrupt conduct, collusive pricing or other similar activity;
- (e) **(incorrect representation or warranty)** a representation or warranty made or given by the VC Developer in this deed or any other of the VC OSD Contract Documents proves to be untrue which has a material adverse effect on the VC Developer's ability to comply with its obligations under the VC OSD Contract Documents;
- (f) **(Parent Company Guarantee)** the VC Developer fails to provide a Parent Company Guarantee under clause 3.1 (*Parent Company Guarantee*);
- (g) **(Parent Company Guarantee is void or voidable)** the Parent Company Guarantee becomes void or voidable;

- (h) not used;
- (i) **(WHS)** the VC Developer fails to comply with its obligations under this deed regarding work health and safety;
- (j) **(failure to provide Approved Engineer's Certificate (Pre Commencement))** the VC Developer fails to provide an Approved Engineer's Certificate (Pre Commencement) as required by this deed;
- (k) **(failure to provide access)** the VC Developer fails to comply with its obligations under clause 32.4(e) (*Principal's access to the Construction Site*);
- (l) **(other breach)** any other material breach by the VC Developer of this deed or any other of the VC OSD Contract Documents (including a breach by the VC Developer of clause 18.3 (*Principal's notice to remedy*) or clause 29.9 (*Reinstatement*));
- (m) **(insolvency of VC Developer or VC Developer Guarantor)** an Insolvency Event occurs in relation to:
 - (i) the VC Developer (or where the VC Developer comprises more than one person, any one of those persons); or
 - (ii) the VC Developer Guarantor; or
- (n) [REDACTED] the VC Developer fails to comply with clause 3.2(b).

31.2 **Default Notice**

- (a) **(Content of Default Notice)** If an Event of Default occurs, the Principal may give the VC Developer a notice (**Default Notice**):
 - (i) stating that it is a notice under this clause 31.2;
 - (ii) providing details of the Event of Default; and
 - (iii) requiring the VC Developer to:
 - (A) Remedy the Event of Default; or
 - (B) where the Event of Default cannot be remedied, overcome the Event of Default or make other arrangements to the satisfaction of the Principal,

within a reasonable period of time specified in the Default Notice (which period must not be less than 20 Business Days from the date of the Default Notice).
- (b) **(Compliance and Remedy Plan)** If the Principal gives the VC Developer a Default Notice:
 - (i) the VC Developer must comply with the Default Notice; and
 - (ii) unless urgent action is necessary or the relevant Event of Default is a failure to pay money or an Event of Default referred to in clause 31.1(f), clause 31.1(g) or clause 31.1(n):
 - (A) the VC Developer must give the Principal a program and plan (a **Remedy Plan**) outlining the manner in which the VC Developer will:

- (aa) Remedy the Event of Default; or
 - (bb) overcome the Event of Default or make other arrangements to the satisfaction of the Principal,
- in accordance with the terms of the Default Notice;
- (B) the Principal must consult with the VC Developer to develop and agree that Remedy Plan; and
 - (C) the VC Developer must thereafter comply with that Remedy Plan.

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

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

31.4 **VC Developer Termination Events**

Each of the following is a VC Developer Termination Event:

- (a) not used;
- (b) **(failure to pay)** the VC Developer fails to pay any VC Developer Payment or any other amount which it is obliged to pay to the Principal under this deed and the failure is not remedied within 20 Business Days after a written demand from the Principal; or
- (c) **(assignment or change in ownership)** the VC Developer breaches its obligations under clause 34.1 (*Assignment by the VC Developer*) or clause 34.2 (*Change in ownership*).

31.5 **Termination for VC Developer Termination Event**

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

31.6 **Access termination event**

- (a) **(Failure to provide access)** If the Principal fails to provide the VC Developer with access to part of the S1 Construction Site by the Construction Licence Sunset Date, the Principal may give the VC Developer a notice requesting to meet and discuss the Principal's failure to provide the VC Developer with access to part of the S1 Construction Site.
- (b) **(Executive Negotiators to meet)** The Executive Negotiators must, within 5 Business Days after the VC Developer receives a notice under clause 31.6(a), meet and discuss the impact of and an appropriate course of action for managing the Principal's failure to provide the VC Developer with access to part of the S1 Construction Site, including the impact of the delay and termination of this deed on the VC Developer.
- (c) **(Failure to remedy or overcome)** If, in the Principal's absolute discretion, the parties have been unable to agree on an appropriate course of action for managing the Principal's failure to provide the VC Developer with access and the Principal's failure to provide access has not been remedied or its effects overcome within 30

Business Days' from the date of the notice referred to in clause 31.6(a), the Principal may immediately terminate this deed by giving notice to the VC Developer.

31.7

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

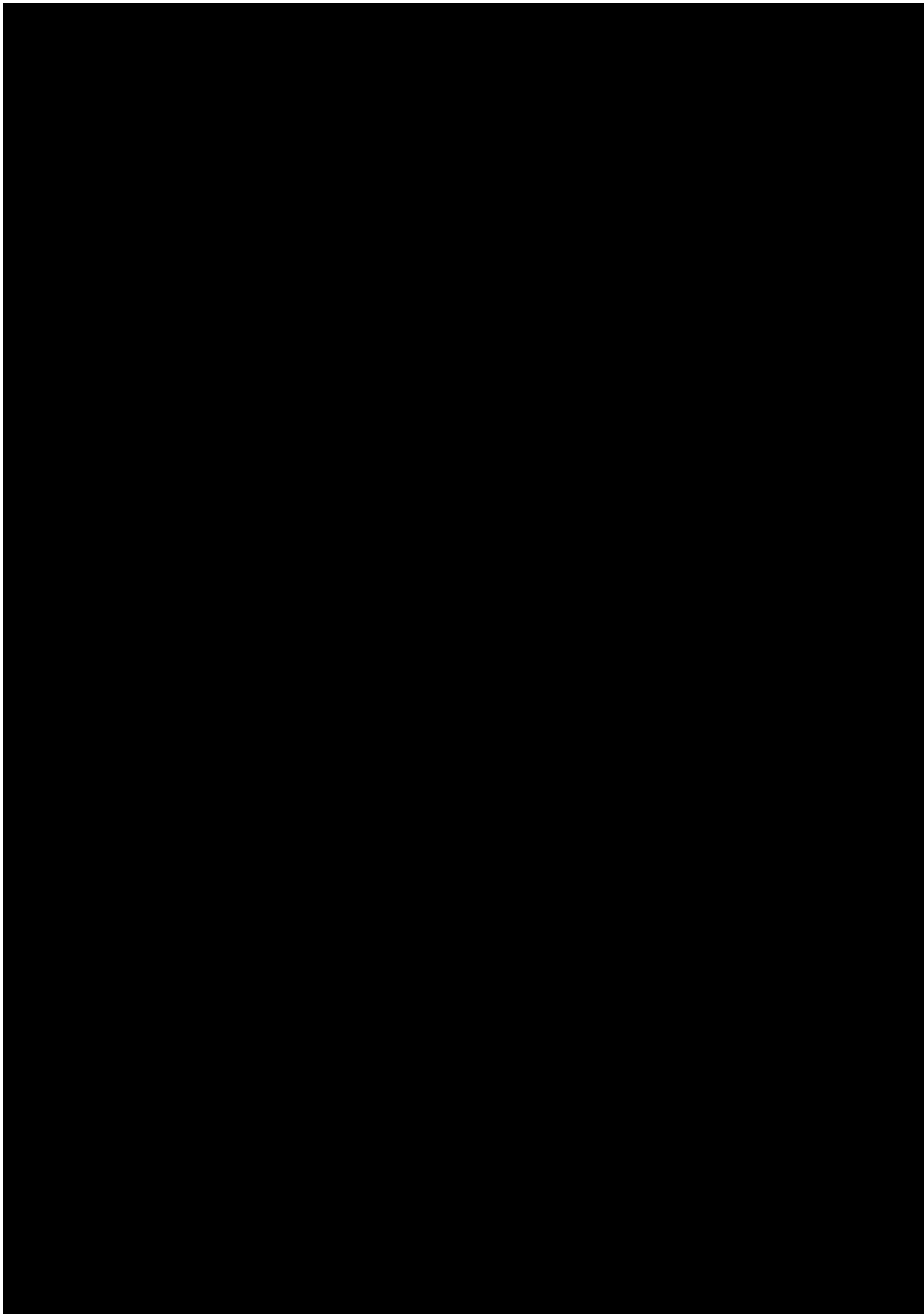
31.8 **Principal's rights after termination**

- (a) **(Principal's rights)** If this deed is terminated, the Principal may:
- (i) require the VC Developer to:
 - (A) make safe; and
 - (B) remove any Construction Plant and all materials, equipment and other things intended for the OSD Works or the carrying out of the OSD Works from,

the Construction Site or any area affected by the OSD Works;
 - (ii) take possession of and use (and permit others to use) such of the:
 - (A) Construction Plant and other things on or in the vicinity of the Construction Site or Extra Land as are owned by the VC Developer and are reasonably required by the Principal to facilitate completion of the OSD Works; and
 - (B) Design Documentation, Material and other information in connection with the OSD Works in the possession of the VC Developer or any of the VC Developer's Associates and the VC Developer must ensure that all necessary rights for this purpose are licensed to the Principal in accordance with clause 23.4(a);
 - (iii) itself, or engage third parties to, carry out and complete the whole or any part of the OSD Works remaining to be completed;
 - (iv) contract with any of the Subcontractors; and
 - (v) exclude the VC Developer and any of the VC Developer's Associates from the Construction Site and the Extra Land.
- (b) **(Survival)** This clause 31.8 survives the termination of this deed.

31.9 **Termination Payments**

[REDACTED]



31.10 Repudiation



31.11 Preservation of rights

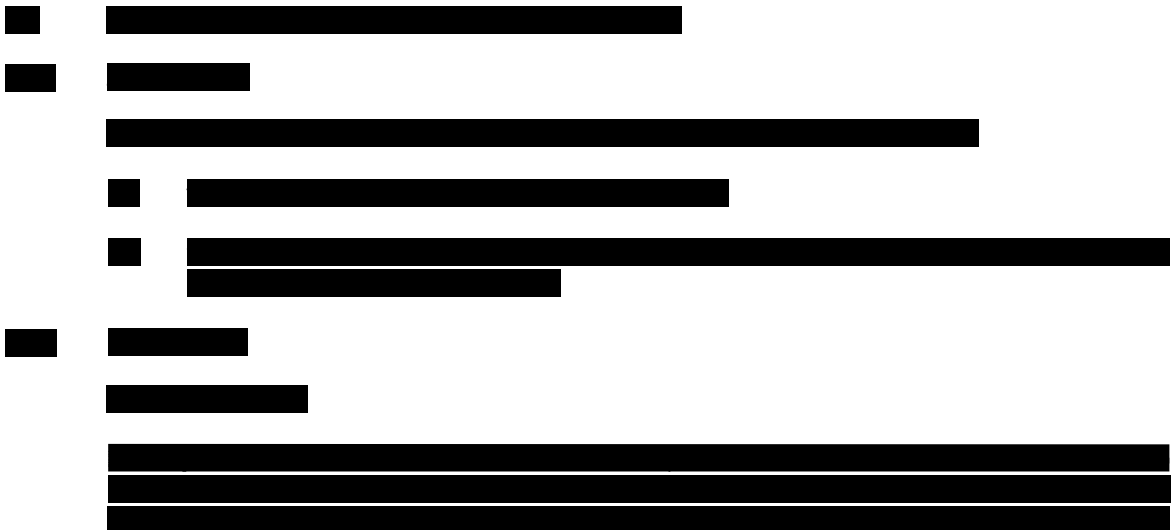
- (a) **(No prejudice)** Nothing in this clause 31 or that the Principal does or fails to do pursuant to this clause 31 will prejudice the right of the Principal to exercise any right or remedy which it may have, including where the VC Developer breaches or repudiates this deed.
- (b) **(Direct deeds)**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

31.12 No other termination rights

The VC Developer's rights arising out of or in any way in connection with any termination contained in this clause 31 and the Termination Payment Schedule are exhaustive and the VC Developer:

- (a) **(no other termination rights)** cannot otherwise terminate, rescind or treat this deed as repudiated; and
- (b) **(waiver of rights)** waives all rights at Law to terminate, rescind or treat this deed as repudiated,

otherwise than in accordance with this clause 31 and the Termination Payment Schedule.



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

[Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

(iii) the Principal consents in writing to the disclosure of that Information.

- (c) **(Provision to other parties)** Subject to clause 33.1(a)(iii), the VC Developer may provide the Information to its Subcontractors, employees, agents, advisors, equity investors, prospective equity investors, Financiers, prospective Financiers and each of these parties' advisors as is necessary to enable the VC Developer to perform its obligations under this deed or any other VC OSD Contract Document, provided that the VC Developer ensures that the relevant recipient is subject to the same obligations of confidentiality as those contained in this deed.

33.2 **Principal's Public Disclosure Obligations**

- (a) **(VC Developer acknowledgement)** The VC Developer acknowledges and agrees that the Principal, the State or any Authority may be required to disclose the VC OSD Contract Documents and information concerning the VC OSD Contract Documents and the performance of the OSD Works:

- (i) under the GIPA Act or any similar legislation;
- (ii) by Law; or
- (iii) to satisfy the disclosure requirements of the NSW Auditor General or to satisfy the requirements of Parliamentary accountability,

(Public Disclosure Obligations).

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

33.3 **Media requests**

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

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

34. **ASSIGNMENT AND CHANGE IN OWNERSHIP**

34.1 **Assignment by the VC Developer**

- (a) **(No assignment without consent)** Subject to the remainder of this clause 34, the VC Developer must not assign, novate, grant a Security Interest over, or otherwise dispose of all or any benefit, right or interest under or in:
- (i) the VC OSD Contract Documents; or
- (ii) prior to the Date of Completion:
- (A) the Construction Site; or

(B) the Principal's Land,

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

- (b) **(Principal to act promptly)** The Principal must act promptly in determining whether to provide its consent to the VC Developer for the purposes of this clause 34.1, where the provision of a mortgage, charge or other Encumbrance is reasonably required by the VC Developer in order to raise funds for the purposes of carrying out its obligations under this deed.
- (c) **(Conditions of assignment)** It will be a condition of any assignment or novation of this deed in accordance with clause 34.1(a) that the proposed counterparty provides a replacement parent company guarantee in a form satisfactory to the Principal from a parent company with a long term credit rating and financial standing acceptable to the Principal (in its absolute discretion).

34.2 Change in ownership

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

- (a) **(legal and beneficial ownership)** represents and warrants that the legal and beneficial ownership of the VC Developer will remain as it was at the date of this deed until the expiry of the Defects Correction Period; and
- (b) **(no change)** 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 the VC Developer prior to the expiry of the Defects Correction Period.

34.3 Permitted changes in ownership

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

- (a) **(listed on stock exchange)** a transfer of any share or unit or other interest in the nature of equity which is listed on a recognised stock exchange;
- (b) **(Related Entity)** any transfer of a share or unit or other interest in the nature of equity by a person to a Related Entity of that person, provided the VC Developer gives the Principal written notice of the transfer either prior to the transfer or within 8 Business Days after the transfer; or
- (c) **(consent provided)** a transfer of any share or unit or other interest in the nature of equity where the Principal has provided its consent in writing to such transfer.

34.4 Assignment and novation by the Principal

- (a) **(Principal's right to assign and novate)** Without limiting clause 40.15 (*Transfer of functions or Public Transport Agency assets*), the Principal may:
 - (i) assign, novate or otherwise transfer all or any part of its rights under this deed without the VC Developer's prior approval, provided that the assignee, novatee or transferee (as applicable) is an authority of the State, a Minister or a government entity including a wholly owned State corporation or any other entity that is wholly owned or controlled by the State;
 - (ii) not otherwise assign, novate or otherwise transfer all or any part of its rights under this deed without the VC Developer's prior written consent (which must not be unreasonably withheld or delayed); and

- (iii) subject to confidentiality undertakings being provided to the relevant entity, disclose to a proposed assignee, novatee or transferee any information in the possession of the Principal relating to the VC Developer.
- (b) **(Consequences of novation)** In the case of a novation by the Principal under this clause 34.4:
 - (i) the Principal will be released from its obligations under this deed and the respective rights of the Principal and the VC Developer against one another under this deed will cease;
 - (ii) the novated deed will be on the same terms as this deed, such that the incoming party and the VC Developer will assume the same obligations to one another and acquire the identical rights against one another as the rights and obligations discharged under clause 34.4(b)(i) including any obligations which remain to be performed by the outgoing Principal, except that the incoming party replaces the Principal for all purposes under the deed; and
 - (iii) the VC Developer consents to the disclosure by or on behalf of the Principal to the incoming party of their confidential information for the purposes of the novation.
- (c) **(Principal's right to deal with its functions)** The Principal may at any time enter into any subcontracting, delegation or agency agreements or arrangements in relation to any of its functions.

35. FINANCING

35.1 Financing documents

The Principal acknowledges that:

- (a) **(VC Developer may obtain finance)** the VC Developer may obtain financial accommodation to fund the OSD Project;
- (b) **(Financier's Side Deed)** it may be a condition of obtaining that financial accommodation that the Principal enters into a Financier's Side Deed with the Financier; and
- (c) **(Principal to sign)** the Principal will, upon written request by the VC Developer and within a reasonable period of time, enter into a Financier's Side Deed.

35.2 Negotiating terms of the Financier's Side Deed

The Principal and the VC Developer must act reasonably in negotiating any amendments to the Financier's Side Deed, provided that:

- (a) **(no risk to Principal)** there is not:
 - (i) an increase or adverse change in the profile of the risks or potential Liabilities of the Principal under the VC OSD Contract Documents; or
 - (ii) a material derogation of the Principal's rights under this deed or the Financier's Side Deed; and
- (b) **(payment of Costs)** the VC Developer agrees to pay all Costs reasonably incurred by the Principal arising out of or in connection with the negotiation and execution of the Financier's Side Deed.

35.3 **Investor Side Deed**

The Principal acknowledges that it will, upon written request by the VC Developer and within a reasonable period of time, enter into an Investor Side Deed.

35.4 **Negotiating terms of the Investor Side Deed**

The Principal and the VC Developer agree that the VC Developer may propose amendments to the form of the Investor Side Deed which is to be entered into under clause 35.3 (*Investor Side Deed*), in which case the Principal and the VC Developer must act reasonably in negotiating such amendments, provided that:

- (a) **(no risk to Principal)** there is not:
 - (i) an increase or adverse change in the profile of the risks or potential Liabilities of the Principal under the VC OSD Contract Documents; or
 - (ii) a material derogation of the Principal's rights under this deed or the Investor Side Deed; and
- (b) **(payment of Costs)** the VC Developer agrees to pay all Costs reasonably incurred by the Principal arising out of or in connection with the negotiation and execution of the Investor Side Deed.

36. **DISPUTE RESOLUTION**

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

37. **REPRESENTATIONS AND WARRANTIES**

37.1 **Principal's representations and warranties**

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

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

37.2 **VC Developer representations and warranties**

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

- (a) **(incorporated)** it has been incorporated as a company limited by shares in accordance with the Law of its place of incorporation, is validly existing under that Law and has power and authority to carry on its business as it is now being conducted;
- (b) **(properly constituted)** it is duly registered, properly constituted and remains in existence;
- (c) **(power)** it has, or will have (in respect of those VC OSD Contract Documents still to be executed as at the date of this deed), power to enter into the VC OSD Contract Documents to which it is a party and comply with its obligations under them;
- (d) **(all authorisations)** it has, or will have (in respect of those VC OSD Contract Documents still to be executed as at the date of this deed) in full force and effect the authorisations necessary for it to enter into the VC OSD Contract Documents to which it is a party, to comply with its obligations under them and to allow them to be enforced;
- (e) **(binding obligations)** its obligations under the VC OSD Contract Documents (once executed) are valid and binding and are enforceable against it in accordance with their terms;
- (f) **(no contravention)** the VC OSD Contract Documents and the transactions under them which involve it do not contravene its constituent documents or any Law or obligation by which it is bound or to which any of its assets are subject or cause a limitation on its powers or the powers of its directors to be exceeded;
- (g) **(benefits)** it benefits by entering into the VC OSD Contract Documents to which it is a party;
- (h) not used;
- (i) **(payment of debts)** there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable;
- (j) **(no breach)** it is not in breach of a Law or obligation affecting it or its assets in a way which is, or is likely to have, a material adverse effect on its ability to comply with its obligations under this deed and it is not in default of its material obligations under any of the VC OSD Contract Documents;
- (k) **(consolidated group)** it is a member of a Consolidated Group and that it, and each other member of the Consolidated Group, has or will shortly after establishment validly enter into and execute or accede to a Tax Sharing Agreement and Tax Funding Agreement;
- (l) **(no Event of Default)** no Event of Default has occurred or is subsisting;
- (m) **(no Liabilities)** it has not traded since its incorporation other than for the purposes of entering into the VC OSD Contract Documents to which it is a party and has no Liabilities other than those that have arisen in connection with entering into those VC OSD Contract Documents;
- (n) **(no immunity)** it does not have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise);
- (o) **(no material change)** except as disclosed in writing by the VC Developer prior to the date on which the warranty is given or deemed repeated, there has been no

material change in the financial condition of the VC Developer (since its incorporation) which would prejudice the ability of the VC Developer to perform its obligations under the VC OSD Contract Documents;

- (p) **(full disclosure)** it is not aware of any material facts or circumstances that have not been disclosed to the Principal and which might, if disclosed, materially adversely affect the decision of a prudent person considering whether or not to enter into this deed with the VC Developer;
- (q) **(no litigation)** except as disclosed in writing by the VC Developer prior to the date on which the warranty is given or deemed repeated, 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 VC OSD Contract Document to which it is a party; and
- (r) **(FIRB)** the Treasurer of the Commonwealth of Australia cannot prohibit and has not prohibited this deed or the transactions contemplated by it under the FIRB Act.

37.3 Repetition of representation and warranties

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

- (a) is made on the date of this deed; and
- (b) will be deemed to be repeated on each anniversary of the date of this deed up to and including the expiry of the Defects Correction Period,

with reference to the facts and circumstances then subsisting.

37.4 Obligations not affected

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

37.5 Undertakings by VC Developer

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 VC OSD Contract Document other than this deed is found, having regard to the other party's rights under, or by virtue of this deed, to be materially incorrect or materially misleading when made or taken to be made.

37.6 VC Developer as trustee

- (a) In this clause 37.6, **Trustee** means Lendlease (Victoria Cross) Pty Limited in its capacity as responsible entity and/or trustee of Lendlease Victoria Cross Trust (**Trust**).
- (b) **(Trustee representations and warranties)** The Trustee represents and warrants to the Principal, that as at the date of this deed:
 - (i) it has been and remains at all times validly appointed as trustee of the Trust and it is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;

- (ii) it has the power under the terms of the Trust to enter into and comply with its obligations under this deed and none of its rights or powers as trustee (including, without limitation, its indemnity and lien) have been or will be prejudicially affected in any way by its entry into this deed or its compliance with its obligations under this deed;
- (iii) it has carefully considered the purpose of this deed and considers that entry into this deed is for the benefit of the beneficiaries of the Trust, whose consents (if necessary) have been obtained and the terms of this deed are fair and reasonable;
- (iv) it has a right to be fully indemnified out of the Trust assets in respect of obligations incurred by it under this deed and the assets of the Trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the trustee has a right to be indemnified out of the Trust assets;
- (v) it is not, and has never been, in default under the terms of the Trust;
- (vi) no action has been taken or proposed to terminate the Trust; and
- (vii) it and its directors and other officers have complied with their obligations in connection with the Trust.

(c) **(Trustee Limitation of Liability)**

- (i) Subject to clause 37.6(c)(iv), the Trustee enters into this deed only in its capacity as trustee and/or responsible entity of the Trust and in no other capacity. A liability arising under or in connection with this deed is limited to and can be enforced against the Trustee only to the extent to which it can be satisfied out of the property of the Trust out of which the Trustee is actually indemnified for the liability. This limitation of the Trustee's liability applies despite any other provision of this deed and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to the deed.
- (ii) The parties, other than the Trustee, may not sue the Trustee in any capacity other than as trustee of the Trust, including the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to the Trustee or prove in any liquidation, administration or arrangement of or affecting the Trustee (except in relation to property of the Trust).
- (iii) The Trustee does not have to incur any obligation under this deed unless its liability in respect of that obligation is limited in the same manner as in this clause.
- (iv) The provisions of this clause shall not apply to any obligation or liability of the Trustee to the extent that it is not satisfied because under the trust deed establishing the Trust or by operation of law there is a reduction in the extent of the Trustee's indemnification out of the assets of the Trust, as a result of the Trustee's fraud, negligence, breach of trust or Wilful Misconduct.

38. **COSTS**

38.1 **Cost of OSD Works**

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

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

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

38.2 **VC Developer Claims**

- (a) **(Progress Claim)** The VC Developer may give the Principal's Representative a progress claim with respect to a cost referred to in clause 38.1(a)(i):
 - (i) on the twentieth day of each month; and
 - (ii) 30 Business Days after the issue of a Certificate of Completion.
- (b) **(Format of Claim)** For each progress claim made by the VC Developer under clause 38.2(a), the VC Developer must give the Principal's Representative a claim in a format required by the Principal's Representative (including electronic format), together with a tax invoice, showing the amount claimed by the VC Developer and identifying the work, services, Construction Materials and Construction Plant to which the claim relates.
- (c) **(Supporting information)** Each claim made by the VC Developer under any VC OSD Contract Document must set out or be accompanied by:
 - (i) all details, calculations, supporting documentation and other information required to substantiate the amounts claimed; and

- (ii) such other documentation or information as the Principal's Representative may require from time to time.
- (d) **(Principal's payment)** The Principal must, within 15 Business Days after receipt of a claim made by the VC Developer in accordance with clause 38.2(a), pay the amount due to the VC Developer, unless the amount is disputed by the Principal in accordance with the Dispute Procedure.

38.3 Taxes, Outgoings and other fees and levies

- (a) **(VC Developer to pay)** Subject to clause 38.3(b) and clause 38.4 (*Stamp duty reimbursement*), the VC Developer must pay:
 - (i) all Taxes and Outgoings of whatever description in cash or in kind as lawfully imposed by any Authority in respect of:
 - (A) the S1 Construction Site, on and from the S1 Construction Licence Commencement Date; and
 - (B) the S2 Construction Site, on and from the S2 Construction Licence Commencement Date,until the date of completion of the OSD Commercial Lots Sale Contract; and
 - (ii) all Taxes and fees (including registration fees) and fines and penalties in respect of fees, which may be payable or determined to be payable in connection with any VC OSD Contract Document (including any discharge of a VC OSD Contract Document) or a payment or receipt or any other transaction excluding any fine or penalty incurred due to the default of the Principal.
- (b) **(Principal to pay)** The Principal must pay all council rates, water rates and land taxes imposed by any Authority in respect of the Construction Site until the date of completion of the OSD Commercial Lots Sale Contract.

38.4 [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

38.5 Each party to pay its costs

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

38.6 Right of set-off

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

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

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

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

38.7 General payment requirements

- (a) **(Method of payment)** A party must make payments under this deed to the other party (or a person nominated by the other party in a notice to the first party) by the method the other party reasonably requires without deduction, unless prohibited by Law or otherwise provided in this deed.
- (b) **(When to make payments)** A party must make payments to the other party under this deed on the due date in immediately available funds.
- (c) **(No demand)** A party need not make demand for any amount required to be paid by the other party under this deed, unless this deed expressly specifies that demand must be made.
- (d) **(Incorrect amount paid)** If a party pays an amount and it is found later that the amount payable should have been:
 - (i) higher, then the other party may demand payment of the difference; or
 - (ii) lower, then the other party must repay the difference,even though the other party has given the first party a receipt for payment of the incorrect amount.
- (e) **(Currency)** The parties waive any right which they have in any jurisdiction to pay an amount in a currency other than the currency payable under this deed.
- (f) **(Interest on overdue money)** A party must pay simple interest at the rate of ■ above the Bank Bill Rate on any amount under this deed which is not paid on the due date for payment. That interest:
 - (i) accrues daily from (and including) the due date to (but excluding) the date of actual payment and is calculated on actual days elapsed and a year of 365 days; and
 - (ii) is payable on demand from the other party or, if no such demand is made, on the last day of each calendar month.
- (g) **(Compounding)** Interest payable under clause 38.7(f) which is not paid when due for payment may (at any time before payment) be added to the overdue amount payable by a party monthly or the last day of each calendar month. Interest is payable on the increased overdue amount at the rate of ■ above the Bank Bill Rate in the manner set out in clause 38.7(f).
- (h) **(Interest on Liability merged in judgment or order)** If a Liability under this deed becomes merged in a judgment or order, then a party agrees to pay interest to the other party on the amount of that liability as an independent obligation. The interest accrues both before and after that judgment or order from the date the Liability was due for payment until it is paid, at a rate that is the higher of ■ above the Bank Bill Rate and the rate payable under the judgment or order.
- (i) **(Tender on termination)** Money tendered by a party after the termination of this deed and accepted by the other party may be applied in the manner the other party decides.

38.8 Principal's right to reimbursement

Any moneys paid by the Principal in respect of any Liability expressly imposed on the VC Developer under this deed, notwithstanding that any Law imposes that Liability on the

Principal, becomes a debt due and payable by the VC Developer to the Principal under this deed.

39. **NOTICES**

- (a) **(Meaning of Notice)** Wherever referred to in this clause 39, **Notice** means each communication (including each notice, consent, approval, request and demand) under or in connection with this deed.
- (b) **(PDCS)** At any time and from time to time, the Principal's Representative may notify the VC Developer that a PDCS will be used for giving Notices under or in connection with this deed. The Principal's Representative's notice will set out:
 - (i) the name of the relevant PDCS;
 - (ii) the commencement date for use of the PDCS;
 - (iii) any password, login details or similar information required for the parties to use the PDCS;
 - (iv) any requirement for specific notices (eg notice of Claims);
 - (v) the name and contact details of any additional person which the Principal nominates for receipt of Notices under this deed; and
 - (vi) any other information reasonably necessary for the use and service of Notices via the PDCS.
- (c) **(No PDCS)** At any time and from time to time, the Principal's Representative may notify the VC Developer that a PDCS will not be used for giving certain Notices under or in connection with this deed. The Principal's Representative's notice will state that such Notices will be given in accordance with clause 39(d)(i) and must be given 10 Business Days prior to the implementation of any such change to the notice arrangements.
- (d) **(Content of Notice)** Each Notice must:
 - (i) before the date referred to in clause 39(b)(ii) or where clause 39(c) applies:
 - (A) be in writing;
 - (B) be addressed:
 - (aa) in the case of a Notice from the VC Developer, to the Principal's Representative; or
 - (bb) in the case of a Notice from the Principal, to the VC Developer's Representative;
 - (C) comply with any requirements for specific notices (eg notices of Claims) specified by the Principal in writing;
 - (D) be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party; and
 - (E) be:
 - (aa) delivered or posted to the address shown in item 10 or item 11 (as relevant) of the Reference Schedule; or

- (bb) in the case of Notices to the Principal only, sent to the email address for the Principal shown in item 10 of the Reference Schedule,

(or to any new address or email address notified by the intended recipient);
 - (ii) on and from the commencement date for use of the PDCS referred to in clause 39(b)(ii) (other than where clause 39(c) or clause 39(d)(i) applies):
 - (A) be sent through the PDCS in accordance with the requirements set out in clause 39(f):
 - (aa) in the case of a Notice to the Principal, be addressed to the Principal's Representative; and
 - (bb) in the case of a Notice to the VC Developer, be addressed to the VC Developer's Representative; or
 - (B) in circumstances where the PDCS is temporarily disabled or not operating for a period in excess of 2 hours, be issued in accordance with clause 39(d)(i).
- (e) **(Communication received)** A communication is taken to be received by the addressee:
 - (i) (in the case of a Notice sent through the PDCS) at the time recorded on the PDCS as being the time at which the Notice was sent;
 - (ii) (in the case of prepaid post sent to an address in the same country) 2 Business Days after the date of posting;
 - (iii) (in the case of international post) 7 Business Days after the date of posting;
 - (iv) (in the case of delivery by hand) on delivery; and
 - (v) (in the case of email sent to the Principal):
 - (A) if it is transmitted by 5:00pm (Sydney time) on a Business Day – on that Business Day; or
 - (B) if it is transmitted after 5:00pm (Sydney time) on a Business Day, or on a day that is not a Business Day - on the next Business Day.
- (f) **(PDCS Notices)** With respect to Notices sent through the PDCS:
 - (i) all Notices must be submitted by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
 - (ii) only the text in any Notice, or subject to clause 39(f)(iii), any attachments to such Notice which are referred to in the Notice, will form part of the Notice. Any text in the subject line will not form part of the Notice; and
 - (iii) an attachment to a Notice will only form part of a Notice if it is uploaded to the PDCS in:
 - (A) .pdf format;
 - (B) a format compatible with Microsoft Office; or

(C) such other format as may be agreed between the parties in writing from time to time.

- (g) **(VC Developer warranties)** The VC Developer warrants that it will:
- (i) ensure that relevant trained personnel log on and use the PDCS and check whether Notices have been received on each Business Day;
 - (ii) comply with any user guide and protocol with respect to the PDCS provided by the Principal to the VC Developer from time to time and all necessary training required by the Principal's Representative;
 - (iii) advise the Principal's Representatives of which personnel require access to the PDCS; and
 - (iv) as soon as practicable, at the first available opportunity following any period of time during which the PDCS is temporarily disabled or not operating, send all communications which have been issued pursuant to clause 39(d)(ii)(B) to the Principal's Representative through the PDCS.
- (h) **(No Liability)** The Principal has no Liability for any Losses the VC Developer may suffer or incur arising out of or in connection with its access to or use of the PDCS or any failure of the PDCS.
- (i) **(Interface Contractor)** If this deed requires the VC Developer to provide any documents, notices or other communications to an Interface Contractor, the VC Developer must address those communications to the relevant Interface Contractor:
- (i) at the address notified by the Principal to the VC Developer; or
 - (ii) if required by the Principal, by way of the PDCS.

40. GENERAL

40.1 Governing Law and jurisdiction

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

40.2 Amendments

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

40.3 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by Law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by Law or under this deed.
- (b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.

- (c) No waiver by the Principal of:
 - (i) a breach of a term of this deed; or
 - (ii) any other failure by the VC Developer to comply with a requirement of this deed, including any requirement to give any notice which it is required to give in order to preserve its entitlement to make any Claim against the Principal,

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

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

- (a) **(Surviving clauses)** Without limiting clause 40.11(a) or the schedules to this deed:
 - (i) clause 1 (*Definitions and interpretation*), clause 3 (*Security*), clause 10.2 (*Information Documents*), clause 18.3 (*Principal's notice to remedy*), clause 23 (*Intellectual Property Rights*), clause 28 (*GST*), clause 29 (*Care of the OSD Works, risks and Insurance*), clause 30 (*Indemnity and Liability exclusions*), clause 31.8 (*Principal's rights after termination*), clause 31.9 (*Termination Payments*), clause 31.10 (*Repudiation*), clause 32.5(d), clause 32.5(e), clause 32.6(c), clause 32.6(d), clause 32.6(e), clause 33 (*Confidentiality and permitted disclosure*), clause 36 (*Dispute resolution*), clause 37.6(c), clause 38.4 (*Stamp duty reimbursement*), clause 38.6 (*Right of set-off*), clause 39 (*Notices*), clause 40 (*General*), the representations, warranties and indemnities given by the VC Developer under this deed and any other provisions which are expressed to survive termination or by implication from their nature are intended to survive termination (together, the **Surviving Clauses**) and any rights arising on termination will survive rescission, termination or expiration of this deed; and
 - (ii) if this deed is rescinded or terminated, no party will be liable to any other party except:
 - (A) under the Surviving Clauses; or
 - (B) in respect of any breach of this deed occurring before such rescission or termination.
- (b) **(No merger)** No right or obligation of any party will merge on completion of any transaction under this deed. All rights and obligations under this deed survive the execution and delivery of any transfer or other document which implements any transaction under this deed.

40.5 **Further acts and documents**

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

40.6 **Consents**

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

40.7 **No representation or reliance**

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

40.8 **Exercise of remedies**

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

40.9 **Entire agreement**

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

40.10 **Joint and several liability**

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

40.11 [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

40.12 Excluding liability

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

40.13 Severability

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

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

40.14 Relationship between the Principal and VC Developer

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

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

40.15 Transfer of functions or Public Transport Agency assets

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

40.16 Principal not Liable

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

40.17 **Supervening legislation**

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

40.18 **Set off**

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

40.19 **Continuing breaches**

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

40.20 **Principal may act**

- (a) **(Principal may act)** Subject to any rights an Investor may have under the Investor Side Deed, if a Step-in Event occurs, the Principal may, either itself or by a third party, perform an obligation under this deed that the VC Developer was obliged to perform but which it failed to perform.
- (b) **(Costs)** Any Loss suffered or incurred by the Principal in so performing such an obligation will be a debt due and payable by the VC Developer to the Principal.
- (c) **(No obligation)** Where the Principal or the Principal's Representative is entitled under this deed to exercise any right or power to:
 - (i) direct or instruct the VC Developer to; or
 - (ii) itself step-in to,take any action or omit to take any action, it is not obliged to exercise that right or power, and may do so in their absolute discretion.
- (d) **(VC Developer remains responsible)** Subject to clause 40.20(e), where the Principal or the Principal's Representative does exercise any such right or power, the VC Developer remains responsible for, controls and assumes the risk of all environmental, health and safety issues relating to the OSD Works.
- (e) **(Principal responsible)** If the Principal steps in under this clause 40.20:
 - (i) the Principal must ensure that in carrying out the OSD Works, all Approvals are complied with in accordance with the terms of this deed; and
 - (ii) the Principal must comply with the VC Developer's obligations under clause 5.1 (to the extent applicable).

40.21 **Personal Property Securities Act**

- (a) **(Security Interest)** By signing this deed, the VC Developer acknowledges and agrees that if this deed and the transactions contemplated by it, operate as, or give rise to, a Security Interest, the VC Developer must do anything (including amending this deed or any other document, executing any new terms or any other document, obtaining consents, getting documents completed and signed and

supplying information) that the Principal considers necessary under or as a result of the PPS Act for the purposes of:

- (i) ensuring that the Security Interest is enforceable, perfected or otherwise effective and has the highest priority possible under the PPS Act;
 - (ii) enabling the Principal to apply for any registration, or give any notification, in connection with the Security Interest, including the registration of a financing statement or financing change statement; or
 - (iii) enabling the Principal to exercise rights in connection with the Security Interest and this deed.
- (b) **(Provisions not applying)** If Chapter 4 of the PPS Act applies to the enforcement of the Security Interest, the VC Developer agrees that sections 95, 120, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPS Act will not apply to the enforcement of the Security Interest.
- (c) **(VC Developer agreements)** The VC Developer:
- (i) acknowledges that the Security Interests created under or pursuant to this deed relate to collateral and all proceeds in respect of that collateral (until the Principal is paid in full for the collateral);
 - (ii) acknowledges that to the maximum extent permitted by Law, it waives any right to receive a verification statement under the PPS Act in respect of the Security Interest;
 - (iii) undertakes it will not register a financing change statement without the prior written consent of the Principal; and
 - (iv) agrees to waive any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPS Act to authorise the disclosure of the above information.
- (d) **(No disclosure)** The parties agree that neither of them will disclose information of the kind referred to in section 275(1) of the PPS Act and that this clause constitutes a confidentiality agreement within the meaning of the PPS Act.

40.22 **Vienna Convention**

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

40.23 **Attorneys**

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

40.24 **Counterparts**

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

EXECUTED as a deed.

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

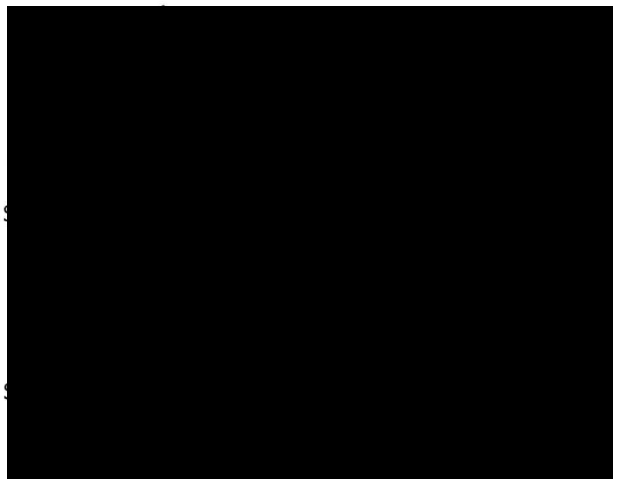
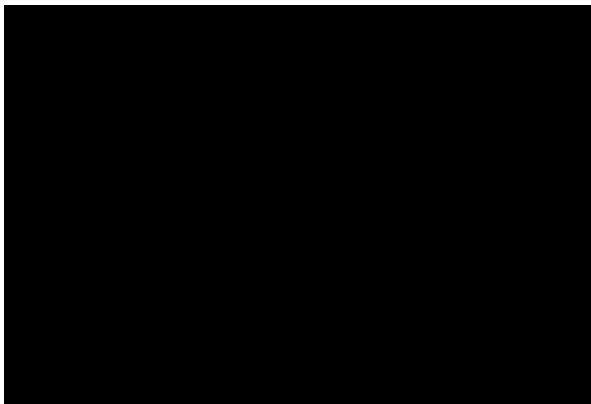


SIGNED, SEALED AND DELIVERED)

■ [REDACTED])
■ [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED])

as joint attorneys for **LENLEASE**)
(VICTORIA CROSS) PTY LIMITED)
ACN 630 332 268 AS TRUSTEE FOR)
LENLEASE VICTORIA CROSS)
TRUST ABN 26 397 448 085 under
power of attorney dated [REDACTED]

in the presence of:)
)




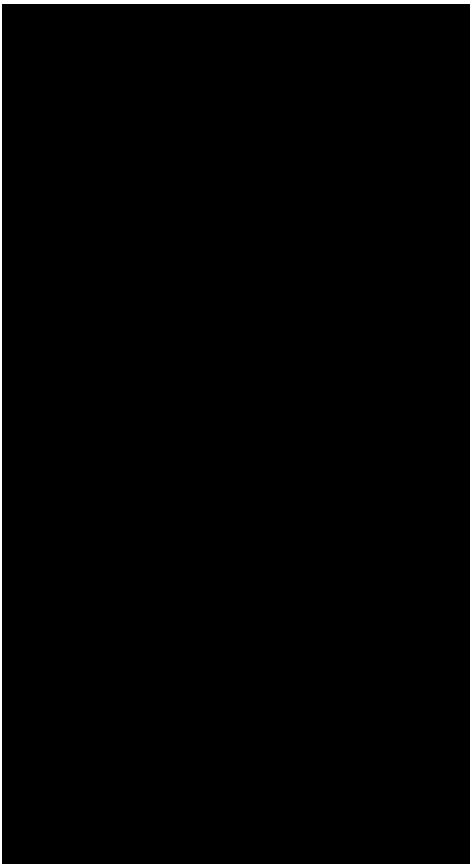
By executing this document each joint attorney
states that the joint attorney has received no
notice of revocation of the power of attorney


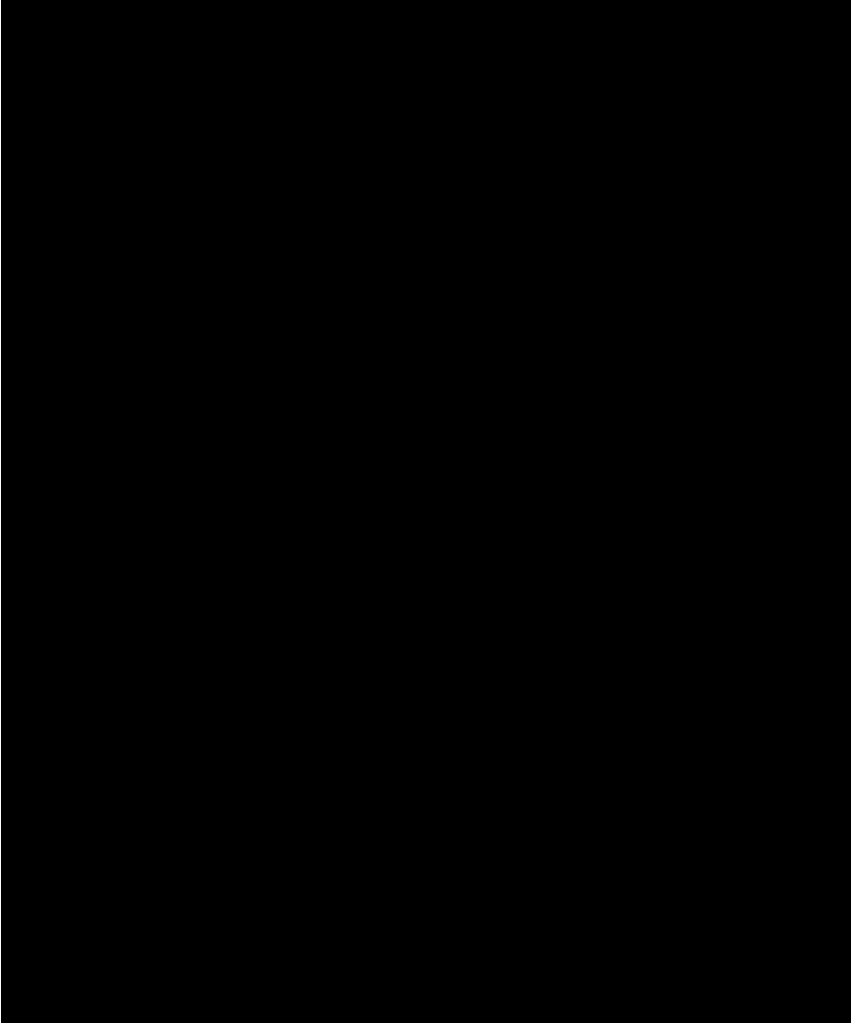
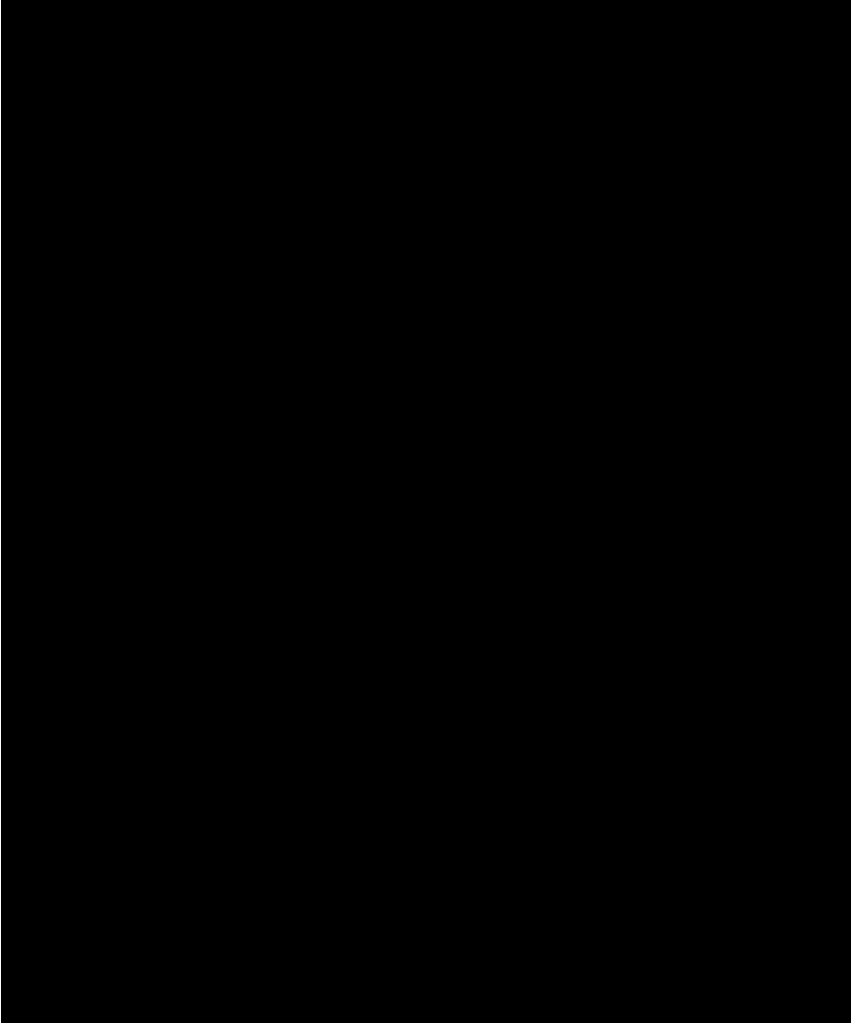
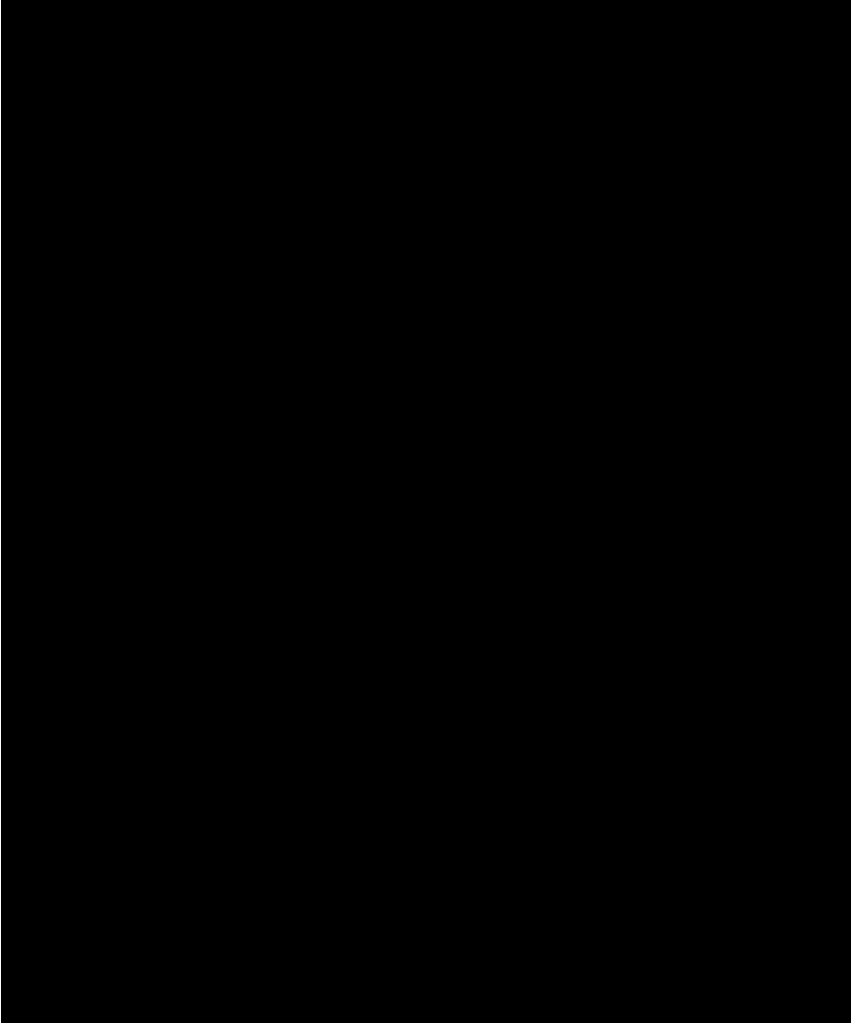
SCHEDULE A1
Reference Schedule

(Clause 39(d) and Schedule A2)

| No | Item | Details |
|----|---|--|
| 1. | VC Developer <i>(Definition of VC Developer)</i> | <p>Name: Lendlease (Victoria Cross) Pty Limited as trustee for Lendlease Victoria Cross Trust ABN 26 397 448 085</p> <p>ACN: 630 332 268</p> <p>Address: Level 14, Tower Three International Towers Sydney Exchange Place 300 Barangaroo Avenue Barangaroo NSW 2000</p> |
| 2. | VC Contractor <i>(Definition of VC Contractor)</i> | <p>Name: Lendlease Building Pty Limited (LLB) & Lendlease Engineering Pty Limited (LLE) Unincorporated Joint Venture</p> <p>ABN: LLB: 97 000 098 162 LLE: 40 000 201 516</p> <p>Address: Level 14, Tower Three International Towers Sydney Exchange Place 300 Barangaroo Avenue Barangaroo NSW 2000</p> |
| 3. | VC Developer Guarantor <i>(Definition of VC Developer Guarantor and clause 3.1)</i> | <p>Name: [REDACTED]</p> <p>ABN: [REDACTED]</p> <p>Address: [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p> |
| 4. | D&C Contractor <i>(Definition of D&C Contractor)</i> | <p>Name: Lendlease Building Pty Limited</p> <p>ABN: 97 000 098 162</p> <p>Address: Level 14, Tower Three International Towers Sydney Exchange Place 300 Barangaroo Avenue Barangaroo NSW 2000</p> |
| 5. | D&C Contractor Guarantor <i>(Definition of D&C Contractor Guarantor)</i> | <p>Name: [REDACTED]</p> <p>ABN: [REDACTED]</p> <p>Address: [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p> |
| 6. | Principal's | <p>Name: [REDACTED]</p> |

| No | Item | Details |
|-----|---|---|
| | <p>Representative <i>(Definition of Principal's Representative and clause 8.1)</i></p> | <p>Project Director</p> <p>Email: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>Any Notice in relation to a Claim or a Dispute must also be sent to the General Counsel – Sydney Metro and sent to [REDACTED]</p> |
| 7. | <p>VC Developer's Representative <i>(Definition of VC Developer's Representative and clause 8.3)</i></p> | <p>Name: [REDACTED] Development Director</p> <p>Phone: [REDACTED]</p> <p>Any Notice in relation to a Claim or a Dispute must also be marked for the attention of and sent to the Company Secretary – Lendlease (Victoria Cross) Pty Limited</p> |
| 8. | <p>Principal's Executive Negotiator <i>(Definition of Executive Negotiator)</i></p> | <p>Name: [REDACTED] Project Director</p> <p>Email: [REDACTED]</p> <p>Phone: [REDACTED]</p> |
| 9. | <p>VC Developer's Executive Negotiator <i>(Definition of Executive Negotiator)</i></p> | <p>Name: [REDACTED] National Development Director, Property</p> <p>Phone: [REDACTED]</p> |
| 10. | <p>Principal's notice details <i>(Clause 39)</i></p> | <p>Address: Level 43, 680 George Street Sydney NSW 2000</p> <p>Email: [REDACTED]</p> <p>Attention: [REDACTED] and any additional person notified by the Principal in writing (any notice in relation to a Claim or a Dispute must also be addressed to the Deputy General Counsel – Sydney Metro and sent to [REDACTED])</p> |
| 11. | <p>VC Developer's notice details <i>(Clause 39)</i></p> | <p>Address: Lendlease (Victoria Cross) Pty Limited Level 14, Tower Three International Towers Sydney Exchange Place 300 Barangaroo Avenue Barangaroo NSW 2000</p> <p>Attention: [REDACTED] – Development Director, Victoria Cross Project</p> <p>Any Notice in relation to a Claim or a Dispute must also be marked for the attention of and sent to the Company Secretary – Lendlease (Victoria Cross) Pty Limited</p> |
| 12. | <p>Appointed Principal Contractor <i>(Definition of Appointed</i></p> | <p>The D&C Contractor</p> |

| No | Item | Details |
|-----|--|---|
| | <i>Principal Contractor and clause 6.3)</i> | |
| 13. | Principal's Land <i>(Definition of Principal's Land)</i> | <ul style="list-style-type: none"> • All lots comprising Strata Plan 35644, known as "Tower Square", 155-167 Miller Street, North Sydney (which incorporates lots 40 and 41 of Strata Plan 81092 and lots 37, 38 and 39 of Strata Plan 79612) • Lot 1 in Deposited Plan 1230458, known as part of 65 Berry Street, North Sydney • Lot 1 in Deposited Plan 633088, known as 189 Miller Street, North Sydney • Lot A in Deposited Plan 160018, known as 187 Miller Street, North Sydney • Lot 15 in Deposited Plan 69345, Lot 10 in Deposited Plan 70667 and Lots 1 and 2 in Deposited Plan 123056 (being the land contained in Auto Consol 13209-142), known as 181 Miller Street, North Sydney |
| 14. | Not used | Not used |
| 15. | Not used | Not used |
| 16. | Licence Fee <i>(Definition of Licence Fee and clause 9.4)</i> |  |
| 17. | Key Plant and Equipment <i>(Definition of Key Plant and Equipment)</i> |  |

| No | Item | Details | | | | |
|---|--|---|-----------------------|-----------------------|---|--|
| | |  | | | | |
| 18. | Key Plant and Equipment Manufacturing Country <i>(Definition of Key Plant and Equipment)</i> | <table border="1"><thead><tr><th data-bbox="571 430 1050 488">Key Plant & Equipment</th><th data-bbox="1050 430 1453 488">Manufacturing Country</th></tr></thead><tbody><tr><td colspan="2" data-bbox="582 497 1442 1518"></td></tr></tbody></table> | Key Plant & Equipment | Manufacturing Country |  | |
| Key Plant & Equipment | Manufacturing Country | | | | | |
|  | | | | | | |

**SCHEDULE A2
Definitions**

(Clause 1.1)

Abandon means the VC Developer ceases to:

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

for:

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

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

Acceptable Detailed SSD Consent means any Detailed SSD Consent [REDACTED] [REDACTED] which does not contain any Principal Unacceptable Consent Conditions or Unexpected Consent Conditions, as agreed by the parties or determined in accordance with this deed.

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

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

Agreed Package [REDACTED]
[REDACTED]
[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]

Airspace Lot means the stratum lot shown as Lot 4 in the Draft Subdivision Plan, which will be created by way of subdivision pursuant to the Station Delivery Deed or this deed (as applicable).

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

API means the Australian Property Institute Inc.

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

Appointed Principal Contractor means the entity referred to in item 12 of the Reference Schedule.

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

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

Approved Engineer means the independent person or persons engaged from time to time by the VC Developer in accordance with clause 8.6 (*Approved Engineer*) to perform the role set out in clause 8.6(c).

Approved Engineer's Certificate (Post Completion) means a certificate issued by each Approved Engineer under clause 8.6(c)(ii), in the form set out in Schedule B8 (*Approved Engineer's Certificate (Post Completion)*) and in accordance with any requirements under clause 8.6 (*Approved Engineer*).

Approved Engineer's Certificate (Pre Commencement) means a certificate issued by each Approved Engineer under clause 8.6(c)(i), in the form set out in Schedule B7 (*Approved Engineer's Certificate (Pre Commencement)*) and in accordance with any requirements under clause 8.6 (*Approved Engineer*).

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

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

ASA 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.

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.

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

ASA Requirements means any direction, decision or requirement of the Asset Standards Authority from time to time including an ASA Authorisation.

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

Associate means:

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

Australian Standards means the relevant Australian Standards published by or on behalf of Standards Australia.

Authority means:

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

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

Bank Bill Rate is, for the relevant period:

- (a) the rate, expressed as a yield percent per annum (rounded downwards to 2 decimal places) quoted as the average bid rate on the Reuters monitor system

page "BBSY" (or any page which replaces that page) at about 12:00pm (Sydney time) on the first day of the relevant period, for Bank Bills having a tenor of approximately 90 days; or

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

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

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

Call Option means:

- (a) the OSD Commercial Lots Call Option;
- (b) the Retail Lot Call Option; and
- (c) the Concourse Lease Call Option,

as the context requires

Call Option Deed means:

- (a) the OSD Commercial Lots Call Option Deed;
- (b) the Retail Lot Call Option Deed; and
- (c) the Concourse Lease Call Option Deed,

as the context requires

Certificate of Early Occupation Area Practical Completion means a certificate issued by the VC Developer in accordance with clause 22.5(c) certifying that Early Occupation Area Completion has been achieved.

Certificate of Completion means a certificate issued by the Principal's Representative under clause 22.3(b) or deemed to have been issued under clause 22.3(c)(ii) certifying that Completion of the OSD Works has been achieved.

Certificate of Completion (OSD Design Parameters) means a certificate issued by the Principal's Representative under clause 22.1(b)(i) confirming that every item shown or called for in the Final Plans and Specifications that is relevant to the OSD Design Parameters has been completed or installed in accordance with this deed.

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

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

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

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

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

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

Commonwealth means the Commonwealth of Australia.

Community Communications Strategy means the Project Plan of that name.

Completion means, in respect of all of the OSD Works, the point in time at which:

- (a) the Principal's Representative has issued the Certificate of Completion (OSD Design Parameters);
- (b) [REDACTED];
- (c) an Occupation Certificate for all of the OSD Works has been issued and is in force to enable occupation of the OSD; and
- (d) the VC Developer has provided the Sustainability Certificate.

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

Concept SSD Consent means the Original Concept SSD Consent, and any modification to it (including a Modified Concept SSD Consent [REDACTED]).

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

Concourse Lease means the lease for the Concourse Lot between the Principal as lessor and the Concourse Lessee as lessee, in the form annexed to the Concourse Lease Call Option Deed.

Concourse Lease Call Option means the option to take a lease of the Concourse Lot granted to the Concourse Lessee under the Concourse Lease Call Option Deed.

Concourse Lease Call Option Deed means the call option deed between the Principal and the Concourse Lessee, in the form of Schedule D7 (*Form of Concourse Lease Call Option Deed*).

Concourse Lease Grant Date means the date on which the Concourse Lease is granted pursuant to the Concourse Lease Call Option Deed.

Concourse Lessee means the entity notified by the VC Developer to, and approved by, the Principal in writing in accordance with clause 3.1 of Schedule D3 (*Transfer of Freehold Title and Grant of Concourse Lease*).

Concourse Lot means the stratum lot limited in depth and limited in height shown as Lot 6 in the Draft Subdivision Plan in which the concourse retail will sit, which will be created pursuant to the Station Delivery Deed or this deed (as applicable).

Concourse Lot Payment means the amount set out in item 9 of the Payment Schedule.

Concourse Lot Payment Instalment 1 means the amount set out in item 10 of the Payment Schedule.

Concourse Lot Payment Instalment 2 means the amount set out in item 11 of the Payment Schedule.

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

Consequential Loss means any:

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

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

Consolidated Group means a consolidated group or a MEC Group as defined in the Tax Act.

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

Construction Licence means, with respect to each part of the S1 Construction Site and S2 Construction Site, the licence granted by the Principal to the VC Developer pursuant to clause 9.1(a).

Construction Licence Commencement Date means the S1 Construction Licence Commencement Date and/or the S2 Construction Licence Commencement Date, as the context requires.

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

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

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

Construction Site means:

- (a) from the date of this deed up to and including the Station Date of Completion, the S1 Construction Site; and
- (b) from the day after the Station Date of Completion, the S2 Construction Site.

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

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.

Cooperation and Integration Deed means each of:

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

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

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

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

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

D&C Contract means the construction contract to be entered into between the VC Developer and the D&C Contractor prior to the date of Physical Commencement in relation to the design, construction, commissioning and completion of the OSD Works.

D&C Contractor means the entity referred to in item 4 of the Reference Schedule.

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

D&C Contractor Replacement Plan has the meaning given in clause 20.4(c)(ii).

D&C Side Deed means the document titled "Victoria Cross Integrated Station Development D&C Side Deed (Over Station Development Project Delivery Agreement)" to be entered into between the Principal, the VC Developer, the D&C Contractor and the D&C Contractor Guarantor on or around the date of the D&C Contract, in the form of Schedule A19 (*D&C Side Deed*).

D&C Term Sheet means the term sheet set out in Schedule A27 (*D&C Term Sheet*).

Date for Completion means the date set out in item 5 of the Agreed OSD Program Dates Schedule, as extended in accordance with this deed.

Date for Concourse Lot Payment Instalment 1 means the date set out in item 8 of the Agreed OSD Program Dates Schedule.

Date for Concourse Lot Payment Instalment 2 means the date set out in item 9 of the Agreed OSD Program Dates Schedule.

[Redacted]

Date for Detailed SSD Application Lodgement means the date set out in item 6 of the Agreed OSD Program Dates Schedule, as extended in accordance with this deed.

Date for OSD Commencement means the date set out in item 7 of the Agreed OSD Program Dates Schedule extended by the same amount of time as any extension granted in accordance with clause 20.9 (*Determination of extension of time claim*).

Date for OSD Payment Instalment 1 means the date set out in item 1 of the Agreed OSD Program Dates Schedule.

Date for OSD Payment Instalment 2 means the date set out in item 2 of the Agreed OSD Program Dates Schedule, as extended in accordance with clause 27.2 (*Extension of Date for OSD Payment Instalment 2*).

Date for Retail Lot Payment Instalment 1 means the date set out in item 3 of the Agreed OSD Program Dates Schedule.

Date for Retail Lot Payment Instalment 2 means the date set out in item 4 of the Agreed OSD Program Dates Schedule.

[Redacted]

[Redacted]

[Redacted]

Date of Completion means:

- (a) the date certified in a Certificate of Completion in respect of all of the OSD Works as the date that Completion was achieved;
- (b) where clause 22.3(c) applies, 5 Business Days after receipt of the notice issued by the VC Developer pursuant to clause 22.3(c)(i); or
- (c) where another date is determined in any dispute resolution proceedings as the date on which Completion was achieved, that date.

Date of Completion of Portion 4 means the date when Portion 4 has achieved Completion (as that term is defined in the Station Delivery Deed) in accordance with the terms of the Station Delivery Deed.

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

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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

Defect means:

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

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

Defects Correction Period means a period of [REDACTED] months commencing on:

- (a) in respect of the relevant part of the OSD Works, the Date of Completion; and
- (b) in respect of any rectification works carried out under clause 24.2(a), the date of completion of those rectification works.

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

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

- (a) the D&C Contractor;
- (b) the VC Developer (but only to the extent such costs are reasonable, arm's length third party costs and/or direct costs incurred by the VC Developer); and

[REDACTED]

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

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

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

Design Documentation means all:

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

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

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

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

Detailed SSD Application means an Application lodged by the VC Developer with the Consent Authority seeking a Detailed SSD Consent [REDACTED].

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

Detailed SSD Consent means a consent granted in respect of the Detailed SSD in accordance with the Concept SSD Consent, issued under Part 4 of the EP&A Act, and any modification to it [REDACTED].

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

- (a) any Concept SSD Consent; and
- (b) any Detailed SSD Consent.

[REDACTED]

Development Lot 1 means the stratum lot limited in depth and limited in height shown as Lot 2 in the Draft Subdivision Plan in which the completed OSD (and any ancillary retail areas, excluding the retail areas within the Retail Lot, the Concourse Lot and/or Development Lot 2) will sit, which will be created pursuant to the Station Delivery Deed or this deed (as applicable).

Development Lot 2 means the stratum lot limited in depth and limited in height shown as Lot 5 in the Draft Subdivision Plan in which the completed [REDACTED] will sit, which will be created pursuant to the Station Delivery Deed or this deed (as applicable).

Digital Media and Advertising has the meaning given in [REDACTED].

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

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

Dispute Procedure means:

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

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

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

Early Occupation Area has the meaning given in clause 22.5 (*Early Occupation Licence*).

Early Occupation Area Completion means, in respect of the Early Occupation Works, the point in time at which an Occupation Certificate for the Early Occupation Works has issued and is in force to enable occupation of the whole of the Early Occupation Area.

Early Occupation Works means any part of the OSD Works undertaken in an Early Occupation Area.

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.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Environment means components of the earth, including:

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

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

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

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

- (a) the carrying out of uses, works or development, the erection of a building or the subdivision of land (including the EP&A Act);
- (b) emissions of substances into the atmosphere and land;
- (c) Pollution and Contamination of the atmosphere and land; and
- (d) production, use, handling, storage, transportation and disposal of:
 - (i) waste;
 - (ii) hazardous substances;
 - (iii) dangerous goods;
 - (iv) threatened, endangered and other flora and fauna species;
 - (v) conservation, heritage and natural resources; and
 - (vi) the health and safety of people,

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

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

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

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

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

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

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

Executive Negotiator means:

- (a) for the Principal, the person referred to in item 8 of the Reference Schedule; and
- (b) for the VC Developer, the person referred to in item 9 of the Reference Schedule,

together the "**Executive Negotiators**" or any other person appointed by the Principal or the VC Developer, as applicable, as its replacement Executive Negotiator from time to time, as notified by the Principal or the VC Developer to the other party in writing.

Existing Encumbrances means the Encumbrances registered on the title of the land comprising the Construction Site as set out in Schedule D2 (*Existing Encumbrances*).

Existing Operations means:

- (a) all infrastructure (including existing infrastructure, but in respect of infrastructure that is under construction, is limited to infrastructure that is under construction as at the date of this deed) and Utility Services which:
 - (i) do not form part of any Interface Work or infrastructure that is the subject of a Project Cooperation and Integration Deed (as that term is defined in the Station Delivery Deed); and
 - (ii) is owned, operated or under the control of an Existing Operator; and
- (b) the businesses and operations undertaken by an Existing Operator,

on or in the vicinity of the Construction Site.

Existing Operator means:

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

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

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

Extra Land means the land and buildings referred to in clause 9.1(b)(i).

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

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

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

Financier's Side Deed means a deed to be entered into between the Principal, the VC Developer and the Financiers substantially in the form of Schedule E5 (*Form of Financier's Side Deed*), subject to any amendments under clause 35.2 (*Negotiating terms of the Financier's Side Deed*).

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

Force Majeure Event means any of the following:

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

which:

- (g) is beyond the reasonable control of the VC Developer and its Associates; and

(h) prevents or delays the VC Developer from performing an obligation under this deed, where that event or the consequence of that event does not arise from any act or omission of the VC Developer or its Associates.

Freehold Lot Purchaser means the OSD Commercial Lots Purchaser or the Retail Lot Purchaser, as the context requires.

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

[REDACTED]

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

GLAR means gross lettable area retail used for calculating retail tenancy areas in shopping centres; commercial buildings; and, strip shops, free-standing shops, semi detached or terrace type shops in suburban streets in accordance with the Method of Measurement, published by the Property Council of Australia as at the date of this deed.

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

GST has the meaning it has in the GST Law.

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

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

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

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

[REDACTED]

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

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

Independent Valuer means the valuer jointly appointed by the Principal and the VC Developer pursuant to clause 3.2(b) or clause 3.2(c) of [REDACTED] (as applicable).

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

- (a) is referred to in Schedule A24 (*Information Documents*);
- (b) is issued or made available by, or on behalf of, the Principal or the State to the VC Developer or the VC Contractor in connection with the Tender, the OSD Works or Sydney Metro City & Southwest regardless of whether, at the time of issue (or being made available), was expressly classified or stated to be an "Information Document"; or
- (c) is referred to, or incorporated by reference, in an Information Document unless such information, data, document or material is otherwise expressly stated to form part of this deed,

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

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

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

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

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

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

Interface Contract means any contract entered into between the Principal and an Interface Contractor.

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

Interface Contractor Cooperation and Integration Deed means:

- (a) in relation to the LW Contractor, a deed to be entered into between the Principal, the VC Developer, the D&C Contractor and the LW Contractor substantially in the form of Schedule A23 (*LW Contractor Cooperation and Integration Deed*); and
- (b) in relation to any other Interface Contractor, a deed to be entered into between the Principal, the VC Developer, the D&C Contractor and the relevant Interface Contractor substantially in the form of either Schedule A22 (*Operator Cooperation and Integration Deed*) or Schedule A23 (*LW Contractor Cooperation and Integration Deed*) as directed by the Principal.

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

Investor means [REDACTED]

Investor Side Deed means a deed to be entered into between the Principal, the VC Developer and the Investor substantially in the form of Schedule E10 (*Investor Side Deed*), subject to any amendments under clause 35.4 (*Negotiating terms of the Investor Side Deed*).

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

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

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

Law means:

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

[REDACTED]

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

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

- (h) otherwise at Law including:
 - (i) by statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; and
 - (iii) for restitution (as a result of unjust enrichment or otherwise).

Licence Fee means the amount set out in item 16 of the Reference Schedule.

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

LRS means Land Registry Services.

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

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

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

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

Metro Commencement Date means the date on which the first train service with Customers on board arrives at Victoria Cross Station.

[REDACTED]

Milestone Date means each of:

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

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

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

Modified Concept SSD Consent means any modification to the conditions of the Original Concept SSD Consent, other than a modification arising from [REDACTED].

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

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

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

Net Assets means the net book value of the entity as determined in accordance with applicable Australian accounting standards.

[Redacted]

Non-Project Party Liability means a liability or claim:

- (a) that the Principal incurs to or from a party who is not:
 - (i) an Associate of the Principal; or
 - (ii) a party to a VC OSD Contract Document or a VC Station Contract Document; and
- (b) for which the third party could have made a bona fide claim in respect of which it has a cause of action at Law, or under contract with the VC Developer or any of its Associates, directly against the VC Developer rather than against the Principal.

[Redacted]

- [Redacted]
 - [Redacted]
 - [Redacted]
- [Redacted]

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

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

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

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

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

Operator means:

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

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

Original Concept SSD Consent means the development consent to development application number SSD17 8874 granted on 18 December 2018 in respect of the Concept SSD in accordance with Part 4 of the EP&A Act.

Original Concept SSD Consent Scheme means Approvals for the OSD Works which are consistent with the Original Concept SSD Consent.

OSD Commercial Lots means Development Lot 1 and Development Lot 2.

OSD Commercial Lots Call Option means the option to purchase the OSD Commercial Lots granted to the OSD Commercial Lots Purchaser under the OSD Commercial Lots Call Option Deed.

OSD Commercial Lots Call Option Deed means the call option deed between the Principal and the OSD Commercial Lots Purchaser, in the form of Schedule D4 (*Form of OSD Commercial Lots Call Option Deed*).

OSD Commercial Lots Purchaser means the entity notified by the VC Developer to the Principal in writing in accordance with clause 1 of Schedule D3 (*Transfer of Freehold Title and Grant of Concourse Lease*).

OSD Commercial Lots Sale Contract means the contract for the sale of the OSD Commercial Lots between the Principal as vendor and the OSD Commercial Lots Purchaser as purchaser, in the form annexed to the OSD Commercial Lots Call Option Deed.

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

OSD Design Parameters means the elements of the VC Developer's Tender Design set out in Schedule C1 (*OSD Design Parameters*), as updated in accordance with [REDACTED], except to the extent waived by the Principal under clause 2.5(c) or clause 2.5(g) of Schedule A5 (*Unacceptable Consent Conditions*).

OSD Enabling Works has the meaning given in the Station Delivery Deed.

OSD Enabling Works Primary Structure means that part of the OSD Enabling Works shown or described as "OSD Enabling Works (structure)" in the "Project Works Drawings" in Appendix D1 of the SWTC.

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

OSD Payment Instalment 1 means the amount set out in item 2 of the Payment Schedule.

OSD Payment Instalment 2 means the amount set out in item 3 of the Payment Schedule.

OSD Project means:

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

OSD Retail Lots means the Retail Lot and the Concourse Lot.

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

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

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

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

Over Station Development or **OSD** means the development in Development Lot 1, to be carried out and completed in accordance with this deed.

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

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

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

Physical Commencement means the commencement of construction activities that relate to any part of the OSD Works by the VC Developer or its Associates under this deed, but excluding any temporary works or the OSD Enabling Works.

PHSMP means the document referred to as the "Sydney Metro Project Health and Safety Management Plan (SM PS-ST-221)", which is included in electronic form in Schedule F1 (*Electronic Files*).

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

Portion has the meaning given in the Station Delivery Deed.

Principal VC OSD Contract Documents means those VC OSD Contract Documents to which the Principal is a party.

Principal's Insurances means a policy or the policies of insurance which the Principal has obtained or is required to obtain under clause 29.2(a).

Principal's Land means each of the parcels of land referred to in item 13 of the Reference Schedule.

Principal's Representative means the person referred to in item 6 of the Reference Schedule or any person appointed by the Principal as a replacement from time to time, as notified by the Principal to the VC Developer.

Principal's Vision Statement means the statement set out in clause 1.3 of Schedule A3 (*Objectives*).

Progress Report means each progress report to be submitted by the VC Developer under clause 8.10(a).

Project Control Group means the group established in accordance with clause 1 of Schedule B1 (*Governance Groups*).

Project Health and Safety Management Plan means the Project Plan of that name.

Project Plans means the plans listed in Schedule A13 (*Project Plan Requirements*), including all subsidiary plans and supporting documents and information, as updated from time to time in accordance with the Project Plan Requirements.

Project Plan Requirements means the requirements set out in Schedule A13 (*Project Plan Requirements*).

[REDACTED]

Project Values means the values that will guide the delivery of Sydney Metro City & Southwest, being safety and wellbeing, collaboration, integrity, innovation, excellence and achievement.

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

Quantity Surveyor means an independent quantity surveyor jointly appointed by the VC Developer and the Principal who must have at least 10 years immediate past experience in reviewing costs for projects of a similar scale or if the parties cannot agree on a suitably qualified quantity surveyor within 20 Business Days, then either party may apply to the Chair for the time being or equivalent office of the Australian Institute of Quantity Surveyors to appoint a quantity surveyor.

Rail Infrastructure means all railway track, railway stations, civil works, associated track structures, over track structures, signalling systems, train control systems, communication systems, equipment, nodes, conduits, ducting, cable, cable support

structures and other plant, equipment, buildings or facilities owned, leased or used by the Principal in respect of Sydney Metro City & Southwest.

Rail Safety Modification has the meaning given to that term in clause 2.2(b1) of Schedule A7 (*Modification Procedure*).

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)*.

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

Rates means rates, land taxes, assessments and other charges (including charges for consumption and garbage and waste removal) imposed by any Authority, in respect of land together with any interest, fines and penalties in connection with them.

Reference Schedule means Schedule A1 (*Reference Schedule*).

Related Body Corporate has the meaning given in the Corporations Act.

Related Entity of a corporation means:

- (a) a related body corporate of that corporation within the meaning of section 50 of the Corporations Act; and
- (b) a unit trust in relation to which that corporation directly or indirectly:
 - (i) controls the right to appoint the trustee;
 - (ii) is in a position to control the casting of, more than one half of the maximum number of votes that might be cast at a meeting of holders of units in the trust; or
 - (iii) holds or is in a position to control the disposal of more than one half of the issued units of the trust (excluding any of the issued units that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

Relevant Plans and Specifications means at any relevant time:

- (a) the Final Plans and Specifications;
- (b) if the Final Plans and Specifications are yet to be finalised pursuant to clause 2 of Schedule A9 (*Design Development Procedure*), the Detailed SSD Application Design Documentation approved as part of the Detailed SSD Consent;
- (c) if the Final Plans and Specifications and the Detailed SSD Application Design Documentation are yet to be finalised pursuant to the processes in clause 1 and clause 2 of Schedule A9 (*Design Development Procedure*) and the VC Developer has obtained [REDACTED]
[REDACTED] or
- (d) if the Final Plans and Specifications, Detailed SSD Application Design Documentation [REDACTED]
[REDACTED] are yet to be finalised pursuant to the processes in clause 1 and

clause 2 of Schedule A9 (*Design Development Procedure*), the VC Developer's Tender Design.

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

Residual Lot has the meaning given in the Station Delivery Deed.

Resolution Institute means the Resolution Institute Australia.

[REDACTED]

[REDACTED]

[REDACTED]

Retail Lot Call Option means the option to purchase the Retail Lot granted to the Retail Lot Purchaser under the Retail Lot Call Option Deed.

Retail Lot Call Option Deed means the call option deed between the Principal and the Retail Lot Purchaser, in the form of Schedule D5 (*Form of Retail Lot Call Option Deed*).

Retail Lot Purchaser means the entity notified by the VC Developer to, and approved by, the Principal in accordance with clause 2 of Schedule D3 (*Transfer of Freehold Title and Grant of Concourse Lease*).

Retail Lot Sale Contract means the contract for the sale of the Retail Lot between the Principal as vendor and the Retail Lot Purchaser as purchaser, in the form annexed to the Retail Lot Call Option Deed.

Retail Lot Transfer Date means the date on which the freehold interest in the Retail Lot is transferred to the Retail Lot Purchaser pursuant to the Retail Lot Call Option Deed.

Retail Lot Payment means the amount set out in item 5 of the Payment Schedule.

Retail Lot Payment Instalment 1 means the amount set out in item 6 of the Payment Schedule.

Retail Lot Payment Instalment 2 means the amount set out in item 7 of the Payment Schedule.

Retail Lot means the stratum lot shown as Lot 3 in the Draft Subdivision Plan which will be created by way of subdivision pursuant to the Station Delivery Deed or this deed (as applicable).

Retail Works has the meaning given in the Station Delivery Deed.

S1 Construction Licence Commencement Date has the meaning given in clause 9.3(a)(i)(A).

S1 Construction Site means the land and other places identified in section 2 of the Site Access Schedule.

S2 Construction Licence Commencement Date means the date referred to as the "Site Access Date" set out in the table in section 3 of the Site Access Schedule.

S2 Construction Site means the land and other places identified in section 3 of the Site Access Schedule.

Sale Contracts means each of:

- (a) the OSD Commercial Lots Sale Contract; and
- (b) the Retail Lot Sale Contract.

SDD Incident has the meaning given to the term "Incident" in the Station Delivery Deed.

SDD Modification has the meaning given to the term "Modification" in Schedule A8 (*Modification Procedure*) of the Station Delivery Deed.

SDD Modification (OSD Enabling Works) means an SDD Modification that has a direct impact on the OSD Enabling Works or on the OSD Enabling Works Primary Structure.

Secretary means the Planning Secretary under the EP&A Act.

Security Interest means any mortgage, charge, pledge, lien, encumbrance, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person or any interest in relation to personal property provided for by a transaction that in substance secures payment or performance of an obligation or otherwise would be considered to be a "security interest" under section 12(1) of the PPS Act.

Significant Subcontract means:

- (a) the D&C Contract; and
- (b) any other contract that the parties agree in writing from time to time is a Significant Subcontract.

Significant Subcontractor means a party (other than the VC Developer) to a Significant Subcontract.

Significant Subcontractor Direct Deed means a deed between the Principal, the VC Developer and any Significant Subcontractor.

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

Site Access Schedule means Schedule D1 (*Site Access Schedule*).

Site Conditions are any physical conditions and characteristics of, on, above, below or over the surface, or in the vicinity, of the Construction Site or its surroundings including:

- (a) Artefacts and any other natural and artificial conditions;
- (b) physical and structural conditions, including old footings, underground structures, buildings, improvements, partially completed structures and in-ground works;
- (c) the OSD Enabling Works;
- (d) all improvements, including any artificial things, foundations, retaining walls and other structures installed by or on behalf of the Principal or others;
- (e) surface water, ground water, ground water hydrology and the effects of any dewatering;
- (f) any Contamination, Hazardous Chemical or other spoil or waste;

- (g) topography of the Construction Site, ground surface conditions and geology, including rock and sub-surface conditions or other materials encountered at the Construction Site;
- (h) geological, geotechnical and subsurface conditions or characteristics;
- (i) any underground strata;
- (j) all Utility Services, systems and facilities, above or below ground level and all facilities with which such Utility Services and systems are connected;
- (k) the Environment, water, weather or climatic conditions, or the effects of the Environment, water, weather or climatic conditions, including rain, surface water runoff and drainage, water seepage, wind-blown dust and sand, seasons and physical conditions that are a consequence of weather or climatic conditions;
- (l) any adjoining property; and
- (m) any latent conditions.

Stage 1 Residual Lot has the meaning given in the Station Delivery Deed.

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

State Indemnified Party means:

- (a) the Principal;

■ [REDACTED]

■ [REDACTED]

[REDACTED]

Station Construction Site has the meaning given to the term "Construction Site" in the Station Delivery Deed.

Station Date of Completion has the meaning given to the term "Date of Completion" in respect of Portion 2 to achieve Completion (as that term is defined in the Station Delivery Deed) in the Station Delivery Deed.

Station Date of Substantial Completion has the meaning given to the term "Date of Substantial Completion" in respect of Portion 2 to achieve Substantial Completion (as that term is defined in the Station Delivery Deed) in the Station Delivery Deed.

Station Delivery Deed means the deed titled "Victoria Cross Integrated Station Development - Station Delivery Deed" (Contract No: 504) between the Principal and the VC Contractor dated on or about the date of this deed.

Station Lot means the stratum lot shown as Lot 1 in the Draft Subdivision Plan, which will be created by way of subdivision pursuant to the Station Delivery Deed or this deed (as applicable).

Station Project Works has the meaning given to the term "Project Works" in the Station Delivery Deed.

Step-in Event means each of the following:

- (a) a VC Developer Termination Event; and
- (b) an event or circumstance which arises out of or in connection with the OSD Works that poses a serious threat to, or causes or will cause material damage or material disruption to:
 - (i) the health or safety of persons;
 - (ii) the Environment;
 - (iii) any property; or
 - (iv) the safe and secure performance of the OSD Works.

Subcontract means an agreement for supply of goods or services (including professional services and plant hire) or both and includes the D&C Contract.

Subcontractor means:

- (a) for the purposes of clause 33.1(c), any person who enters into a contract in connection with the carrying out of the OSD Works with the VC Developer; and
- (b) otherwise, any person who enters into a contract in connection with the carrying out of the OSD Works with the VC Developer or whose subcontract is in connection with the carrying out of the OSD Works and is in a chain of contracts where the ultimate contract is with the VC Developer.

Subdivide and **Subdivision** have the meaning given in the Station Delivery Deed.

Subdivision Documents has the meaning given in the Station Delivery Deed.

Subdivision Land has the meaning given in the Station Delivery Deed.

Substantially Commenced means when the VC Developer commences construction of the OSD Works above the higher of:

- [REDACTED]
- [REDACTED]

Sustainability Certificate means a 6 star Green Star "Design Review Certified Rating" (version 1.2) as rated in accordance with the Green Building Council of Australia.

SWTC means the Scope of Works and Technical Criteria contained in Schedule C1 (*Scope of Works and Technical Criteria*) of the Station Delivery Deed.

Sydney Metro means Sydney Metro, a NSW government agency constituted by section 38 of the Transport Administration Act.

Sydney Metro City & Southwest means the construction, maintenance and operation of the railway line from Chatswood to Bankstown, including:

- (a) the upgrade and conversion of the existing Bankstown line to metro standard, the stabling yard and maintenance depot at Marrickville, stations, tunnels, viaduct, bridges, earthworks, landscaping, equipment, systems, trackwork and support structures, rolling stock and ancillary infrastructure; and

- (b) the integration of Sydney Metro Northwest to form a single end to end metro system from Cudgegong Road to Bankstown.

Sydney Metro City & Southwest Strategic Objectives means the objectives set out in clause 1.1 of Schedule A3 (*Objectives*).

Sydney Metro Northwest means the railway line from Chatswood to Cudgegong Road, including the stabling yard and maintenance depot at Tallawong Road, the stations, tunnels, viaducts, bridges, earthworks, landscaping, equipment, systems, trackwork and support structures, rolling stock and ancillary infrastructure.

Sydney Metro Principal Contractor Health and Safety Standard means the document referred to as the "Sydney Metro Principal Contractor Health and Safety Standard (SM-PS-ST-221)", which is included in electronic form in Schedule F1 (*Electronic Files*).

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

Tax Act means the *Income Tax Assessment Act 1997* (Cth).

Tax Funding Agreement means a tax funding agreement between the members of a Consolidated Group which includes:

- (a) reasonably appropriate arrangements for the funding of tax payments by the head company having of the Consolidated Group regard to the position of each member of the Consolidated Group;
- (b) an undertaking from the head company of the Consolidated Group to compensate each other member adequately for loss of tax attributes (including tax losses and tax offsets) as a result of being a member of the Consolidated Group; and
- (c) an undertaking from the head company of the Consolidated Group to pay all group liabilities (as described in section 721-10 of the Tax Act) of the Consolidated Group.

The Tax Funding Agreement may be contained in a Tax Sharing Agreement.

Tax Sharing Agreement means an agreement of the type described in section 721-25 of the Tax Act and which, from time to time, satisfies the requirements of that section, and any guidelines or rulings by the Australian Taxation Office, in order for that agreement to be regarded as a valid tax sharing agreement for the purposes of section 721-25 of the Tax Act.

Taxes means taxes, levies, imposts, deductions, charges and duties (including stamp and transaction duties) together with any related interest, penalties, fines and expenses in connection with them.

Tenancy Fitout Guide means the fitout guide for the fitout of the retail shops and premises in the Retail Lot and the Concourse Lot which must comply with the Pedestrian Access Way Guidelines (as that term is defined in the draft Building Management Statement).

Tender means the VC Developer's response to the request for tenders titled "Response to the request for tender for the delivery of the Victoria Cross Integrated Station Development Contract Number: 504" [REDACTED].

Termination Payment means an amount payable under and calculated in accordance with Schedule E2 (*Termination Payment Schedule*).

Termination Payment Schedule means Schedule E2 (*Termination Payment Schedule*).

Third Party Appeal means legal proceedings which have been commenced in the period allowed under the EP&A Act (including any further appeals to other courts) by a person other than the Principal, the VC Developer or the VC Developer's Associates in relation to the granting of the Original Concept SSD Consent.

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.

Transport Administration Act means the *Transport Administration Act 1988 (NSW)*.

Transport Assets has the meaning assigned to it in the ASA Charter.

Transport for NSW or TfNSW means Transport for NSW, a NSW government agency constituted by section 3C of the Transport Administration Act.

TSOM Contract means a contract between the Principal and the TSOM Contractor for the provision of the TSOM Works and, if required by the Principal, the operation and maintenance of Sydney Metro City & Southwest.

TSOM Contractor means any entity that is engaged by the Principal to carry out the TSOM Works and, if required by the Principal, the operation and maintenance of Sydney Metro City & Southwest.

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

Unexpected Consent Condition means a consent condition that:

- (a) has not arisen in response to a particular element of the design of the OSD Works contemplated in, or any other aspect of, a VC Developer Application; and
- (b) [REDACTED]

Unrestricted Modification has the meaning given in clause 3.2 of Schedule A7 (*Modification Procedure*).

Updated VC Developer's Program has the meaning given in clause 3.1(e) of Schedule A11 (*Progress Reports*).

Utility Service means any service utility, service facility or item of public or private infrastructure, including for the provision or measurement of water, electricity, gas, fuel, telephone, drainage, stormwater, sewerage, industrial waste disposal and electronic communications service (including power, electricity, gas, water, sewerage and telecommunications and all pipes, wires, cables, ducts and other conduits in connection with them).

VC Developer Guarantor means the entity referred to in item 3 of the Reference Schedule or the replacement guarantor if the VC Developer provides a replacement guarantee in accordance with clause 3.2(b)(ii).

VC Developer Payment means each of the:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

VC Developer Termination Event means any event specified in clause 31.4 (*VC Developer Termination Events*).

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

VC Developer's Fitout Works means fitout works carried out by the VC Developer in any or all of the OSD Commercial Lots or OSD Retail Lots which [REDACTED]

VC Developer's Initial Program means the initial detailed program for the design and construction of the OSD Works contained in Schedule A12 (*VC Developer's Initial Program*).

VC Developer's Program means the detailed program for the design and construction of the OSD Works, as updated from time to time in accordance with Schedule A11 (*Progress Reports*).

VC Developer's Representative means the person referred to in item 7 of the Reference Schedule or any person appointed by the VC Developer as its replacement representative from time to time, as notified by the VC Developer to the Principal in writing.

VC Developer's Tender Design means the design prepared by the VC Developer as part of its Tender and set out in Schedule C3 (*VC Developer's Tender Design*).

VC OSD Contract Documents means:

- (a) this deed;
- (b) each Parent Company Guarantee;
- (c) the D&C Contract;
- (d) the D&C Side Deed;

- (e) any Significant Subcontractor Direct Deed;
- (f) the Financier's Side Deed;
- (g) the Investor Side Deed;
- (h) each Cooperation and Integration Deed;
- (i) the Master Interface Protocols Deed Poll;
- (j) the IDAR Panel Agreement;
- (k) the OSD Commercial Lots Sale Contract;
- (l) the Retail Lot Sale Contract;
- (m) the OSD Commercial Lots Call Option Deed;
- (n) the Retail Lot Call Option Deed;
- (o) the Concourse Lease;
- (p) the Concourse Lease Call Option Deed; and
- (q) any document which the Principal and the VC Developer acknowledge in writing to be a VC OSD Contract Document,

but does not include the VC Station Contract Documents.

VC Station Contract Documents has the meaning given in the Station Delivery Deed.

Victoria Cross OSD Objectives means the objectives set out in clause 1.2 of Schedule A3 (*Objectives*).

Victoria Cross Station has the meaning given in the Station Delivery Deed.

WHS Legislation means:

- (a) the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW); and
- (b) any legislation in other states and territories of Australia addressing work health and safety which applies to the OSD Works.

Wilful Misconduct means an act or failure to act by a party or its Associates that was intended to cause, or was in reckless disregard of or wanton indifference to, harmful consequences, excluding any innocent act, omission, mistake or error of judgement.

**SCHEDULE A3
Objectives**

(Clause 2.1 and Schedule A2)

1. STRATEGIC OBJECTIVES

1.1 Sydney Metro City & Southwest Strategic Objectives

The parties acknowledge that Victoria Cross Station will form part of Sydney Metro City & Southwest and that the Sydney Metro City & Southwest Strategic Objectives are to:

- (a) improve the quality of the transport experience for Customers;
- (b) serve and stimulate urban development;
- (c) implement a feasible solution recognising impacts, constraints and delivery risk; and
- (d) deliver an enduring and sustainable legacy for Sydney.

1.2 Victoria Cross OSD Objectives

The Principal's Victoria Cross OSD Objectives are to:

- (a) complete Victoria Cross Station so as to enable Sydney Metro City & Southwest to commence operation, with the OSD substantially or fully complete at the time Sydney Metro City & Southwest commences operation;
- (b) maximise the city building opportunities with the OSD, delivering a cohesive and integrated precinct, seamlessly connecting the OSD with the Victoria Cross Station and the new retail and street level precincts;
- (c) provide a Customer experience with a high quality Victoria Cross Station as part of an integrated station and over station development which is safe, easy to use and highly accessible;
- (d) in respect of the OSD, demonstrate excellence in design and environmental sustainability;
- (e) ensure that the OSD Works do not adversely impact on the completion of the Victoria Cross Station or adversely impact on the commencement and continued operation of the Sydney Metro City & Southwest and persons using and operating the Victoria Cross Station;
- (f) ensure that the OSD is integrated with certain elements of the Victoria Cross Station and the Station Lot and, accordingly, the OSD, including the on-going use and occupation of the OSD, must take into account and not adversely impact on the design, construction, operation and maintenance of Sydney Metro City & Southwest;
- (g) deliver the OSD Works in a collaborative and cooperative manner, including by working closely with the Interface Contractors, to allow the timely and effective delivery of Victoria Cross Station and opening of Sydney Metro City & Southwest;
- (h) minimise impacts on the Environment, including but not limited to noise and vibration, air quality, traffic and transport, heritage, waste, water and energy management and embodied environmental impacts;

- (i) maximise opportunities in relation to social sustainability, including workforce development and local procurement; and
- (j) minimise disruption, delay and inconvenience to the affected public, road and public transport users, adjacent businesses, stakeholders and the community during the construction of the OSD Works.

1.3 Principal's Vision Statement

The Principal's Vision Statement is "The Customer is at the centre of everything we do in transport".

| Item | Defined key date | Date |
|------|------------------|------|
| | | |

**SCHEDULE A5
Unacceptable Consent Conditions**

(Clauses 7.5 and 7.9)

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Schedule A5:

Gross Floor Area has the meaning given to the term "gross floor area" in the *North Sydney Local Environmental Plan 2013*.

Substantial Change means:

- [REDACTED]
- [REDACTED]

1.2 Interpretation

The parties agree that, as at the date of this deed:

- (a) the Gross Floor Area is [REDACTED]; and
- (b) the construction cost of the OSD Project is [REDACTED].

2. UNACCEPTABLE CONCEPT SSD CONSENT CONDITIONS

2.1 [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

2.2 Excluded conditions

Any condition requiring compliance with any Law, regulation, standard, code, policy or approving Authority requirement which reflects or establishes standard industry practice (other than the height and setback requirements in the *North Sydney Local Environment Plan 2013*) will not at any time constitute a [REDACTED].

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | ■ |
| [REDACTED] | |
| [REDACTED] | ■ |
| [REDACTED] | ■ |

■

■ [REDACTED]

■ [REDACTED]

■ [Redacted text block]

■ [Redacted text block]

■ [Redacted text block]

■ [Redacted text block]

■ [Redacted text block]

[Redacted text block]

■ [Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

| | |
|-----------------|-----------------|
| [Redacted text] | [Redacted text] |
| [Redacted text] | ■ |
| [Redacted text] | ■ |
| [Redacted text] | |
| [Redacted text] | ■ |

■

■ [Redacted text block]

[Redacted text block]

- [Redacted text block]

- [Redacted text block]

- [Redacted text block]

- [Redacted text block]

- [Redacted text block]

[Redacted text block]

[Redacted text block]

- [Redacted text block]

- [Redacted text block]

- [Redacted text block]

- [Redacted text block]

[Redacted text block]

[Redacted text block]

- [Redacted text block]

- (i) pursue the relevant course of action; and
 - (ii) notify the VC Developer of the outcome of the course of action as soon as practicable.
- (e) The VC Developer must, within 20 Business Days after receipt of the Principal's notice under clause 2.5(d)(ii) of this Schedule A5, notify the Principal whether:
- (i) it considers that the Modified Concept SSD Consent no longer contains the identified Principal Unacceptable Consent Condition; or
 - (ii) it considers that the Modified Concept SSD Consent still contains the Principal Unacceptable Consent Condition,

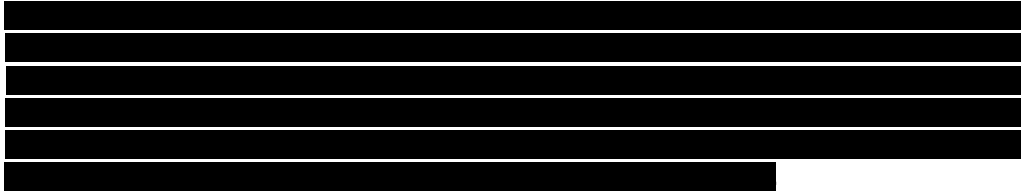
and if the effect of the VC Developer's notice pursuant to clause 2.5(e) of this Schedule A5 is that:

- (iii) the VC Developer considers (or it is determined through the Dispute Procedure) that the Modified Concept SSD Consent does not contain the Principal Unacceptable Consent Condition, the Modified Concept SSD Consent is deemed not to include any Principal Unacceptable Consent Conditions on the date of the VC Developer's notice under clause 2.5(e)(i) of this Schedule A5 (or on the date of determination of any Dispute); or
 - (iv) the VC Developer considers (or it is determined through the Dispute Procedure) that the Modified Concept SSD Consent still contains the Principal Unacceptable Consent Condition, either party may give the other party a notice terminating this deed.
- (f) If:
- (i) the VC Developer does not give a notice under clause 2.5(a) of this Schedule A5 within 20 Business Days after receipt of the Modified Concept SSD Consent to the effect that the Modified Concept SSD Consent results in one or more Principal Unacceptable Consent Conditions; or
 - (ii) a party has a right to terminate this deed under clause 2.5(e)(iv) of this Schedule A5 but does not exercise its right of termination within 40 Business Days after:
 - (A) it has been determined through the Dispute Procedure that the Modified Concept SSD Consent contains a Principal Unacceptable Consent Condition, the date of that determination; or
 - (B) otherwise, receipt of the VC Developer's notice under clause 2.5(e) of this Schedule A5,

the Modified Concept SSD Consent is deemed not to contain any Principal Unacceptable Consent Conditions.

- (g) If the Principal:
- (i) directs a Modification in accordance with clause 19.1 (*Principal initiated Modifications*) [REDACTED] pursuant to clause 2.5(c)(i)(C) of this Schedule A5; or
 - (ii) waives the VC Developer's obligations to comply with the relevant OSD Design Parameter pursuant to clause 2.5(c)(i)(D) of this Schedule A5,

the Modified Concept SSD Consent is deemed not to contain any Principal Unacceptable Consent Conditions.

- (h) 

2.6 **Invalid Concept SSD**

- (a) Where a Third Party Appeal or a course of action taken by the Principal under clause 7.5(a) or clause 2.5 of this Schedule A5 results in the Original Concept SSD Consent being found to be invalid, the parties must meet and, acting in good faith, prepare a plan describing the actions and measures which the Principal will diligently pursue to enable a new development consent in respect of the Concept SSD (**New Concept SSD Consent**) to be issued by the Consent Authority (**Concept SSD Consent Cure Plan**).
- (b) The Principal must:
 - (i) comply with and diligently implement the Concept SSD Consent Cure Plan; and
 - (ii) regularly update the VC Developer in relation to its progress in implementing the Concept SSD Consent Cure Plan.
- (c) If a New Concept SSD Consent is granted which results in a Modified Concept SSD Consent, the provisions of clauses 2.1 to 2.5 of this Schedule A5 (inclusive) will apply as if a reference to the "Concept SSD Consent" is a reference to the "New Concept SSD Consent".
- (d) If the parties are unable to agree on the Concept SSD Consent Cure Plan within 20 Business Days after it being determined that the Concept SSD Consent is invalid, either party may, by giving written notice to the other party, terminate this deed.

3. **UNACCEPTABLE VC DEVELOPER APPROVAL CONDITIONS**

3.1 **Not used**

3.2 **Procedure for Principal Unacceptable Consent Conditions**

- (a) The VC Developer must, as soon as practicable, notify the Principal's Representative of the outcome of the course of action it was required to undertake pursuant to clause 7.9(e).
- (b) The Principal's Representative must, within 20 Business Days after receipt of the VC Developer's notice under clause 3.2(a) of this Schedule A5, notify the VC Developer whether:
 - (i) it considers that the relevant VC Developer Approval no longer contains the identified Principal Unacceptable Consent Condition; or
 - (ii) it considers that the VC Developer Approval still contains the Principal Unacceptable Consent Condition.
- (c) If the effect of the Principal's Representative's notice pursuant to clause 3.2(b) of this Schedule A5 is that:

- (i) the Principal considers (or it is determined through the Dispute Procedure) that the relevant VC Developer Approval no longer contains the identified Principal Unacceptable Consent Condition, the relevant VC Developer Approval is deemed not to include any Principal Unacceptable Consent Conditions on the date of the Principal's Representative's notice under clause 3.2(b)(i) of this Schedule A5 (or on the date of determination of any Dispute); or
- (ii) the Principal considers (or it is determined through the Dispute Procedure) that the relevant VC Developer Approval still contains the Principal Unacceptable Consent Condition, then:

- [REDACTED]
- [REDACTED]

- (d) If the Principal has a right to terminate this deed under clause 3.2(c)(ii) of this Schedule A5 but does not exercise its right of termination within 20 Business Days after:
 - (i) if it was determined through the Dispute Procedure that the VC Developer Approval still contains the Principal Unacceptable Consent Condition, the date of that determination; or
 - (ii) otherwise, receipt of the VC Developer's notice under clause 3.2(a) of this Schedule A5,

the relevant VC Developer Approval is deemed not to contain any Principal Unacceptable Consent Conditions on the date of expiration of the period specified in clause 3.2(d) of this Schedule A5.

3.3 Unexpected Consent Condition

- (a) Within 20 Business Days after receipt of a notice by the VC Developer under clause 7.10(a), the Principal must notify the VC Developer whether it agrees or disagrees with the VC Developer's opinion that the VC Developer Approval contains an Unexpected Consent Condition.
- (b) If the effect of the VC Developer's notice under clause 7.10(a) and the Principal's notice under clause 3.3(a) of this Schedule A5 is that:
 - (i) both parties are of the opinion (or it is determined through the Dispute Procedure) that the VC Developer Approval results in an Unexpected Consent Condition, then the Principal must elect (in its absolute discretion) to:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- (ii) one party is of the opinion that the VC Developer Approval results in an Unexpected Consent Condition, the party asserting an Unexpected Consent Condition may refer the matter for dispute resolution in accordance with the Dispute Procedure.
- (c) If the Principal elects to direct the VC Developer to appeal to the relevant Court or lodge an Application for a modification to the VC Developer Approval under clause 3.3(b)(i), then the VC Developer must:
 - (i) pursue the relevant course of action; and
 - (ii) notify the Principal of the outcome of the course of action as soon as practicable.
- (d) The VC Developer must, within 20 Business Days after giving the notice under clause 3.3(c)(ii) of this Schedule A5, notify the Principal whether:
 - (i) it considers that the relevant VC Developer Approval no longer contains the identified Unexpected Consent Condition; or
 - (ii) it considers that the relevant VC Developer Approval still contains the Unexpected Consent Condition,

and if the effect of the VC Developer's notice pursuant to clause 3.3(d) of this Schedule A5 is that:

- (iii) the VC Developer considers (or it is determined through the Dispute Procedure) that the VC Developer Approval does not contain the Unexpected Consent Condition, the VC Developer Approval is deemed not to include any Unexpected Consent Conditions on the date of the VC Developer's notice under clause 3.3(d)(i) of this Schedule A5 (or on the date of determination of any Dispute); or
- (iv) the VC Developer considers (or it is determined through the Dispute Procedure) that the VC Developer Approval still contains the Unexpected Consent Condition, either party may give the other party a notice terminating this deed.
- (e) If:
 - (i) the party asserting an Unexpected Consent Condition does not refer the matter to dispute resolution within 20 Business Days after receipt of the Principal's notice under clause 3.3(a) of this Schedule A5; or
 - (ii) a party has a right to terminate this deed under clause 3.3(d)(iv) of this Schedule A5 but does not exercise its right of termination within 20 Business Days after:
 - (A) it has been determined through the Dispute Procedure that the relevant VC Developer Approval contains an Unexpected Consent Condition, the date of that determination; or
 - (B) otherwise, receipt of the VC Developer's notice under clause 3.3(d) of this Schedule A5,

the relevant VC Developer Approval is deemed not to contain any Unexpected Consent Conditions.

SCHEDULE A6
Subcontract Requirements

(Clause 16.3)

| Item | Requirement |
|---|--|
| Part A - Subcontracts and Significant Subcontracts | |
| 1. | Each Subcontract that the VC Developer or the D&C Contractor enters into must contain a term that (to the extent permitted by Law) excludes the application of Part 4 of the <i>Civil Liability Act 2002</i> (NSW) in relation to all and any rights, obligations or Liabilities of either party under each Subcontract whether these rights, obligations or Liabilities are sought to be enforced by a Claim in contract, tort or otherwise. |
| 2. | Each Subcontract that the VC Developer or the D&C Contractor enters into must contain a requirement that in any further contract that a Subcontractor enters into with a third party for the performance of any obligation or right of the VC Developer under this deed, contains a term that (to the extent permitted by Law) excludes the application of Part 4 of the <i>Civil Liability Act 2002</i> (NSW) in relation to all and any rights, obligations or Liabilities of either party under each further agreement whether such rights, obligations or Liabilities are sought to be enforced by a Claim in contract, tort or otherwise. |
| 3. | Each Subcontract that the VC Developer or the D&C Contractor enters into must include provisions expressly requiring the Subcontractor to comply with the Chain of Responsibility Provisions and each further Subcontract that a Subcontractor enters into must also contain a clause to the same effect which is binding on the Subcontractor. |
| Part B - Significant Subcontracts | |
| 1. | Each Significant Subcontract must contain provisions equivalent to clause 6.2 (<i>Work health and safety</i>) and requiring Significant Subcontractors to prepare a safety management plan in accordance with the requirements of Schedule A13 (<i>Project Plan Requirements</i>). |
| 2. | Each Significant Subcontract must contain provisions recognising the Principal's rights under clause 9.6 (<i>Principal's right of entry to Construction Site</i>) and clause 32.4 (<i>Principal's access to the Construction Site</i>). |
| 3. | Each Significant Subcontract must contain provisions which are consistent with the Principal's rights under clause 23.4(a). |

SCHEDULE A7
Modification Procedure
(Clause 19 and Schedule A2)

1. **GENERAL**

1.1 **Definitions**

In this Schedule A7:

D&C Contractor Margin means [REDACTED].

Interface Works Change means any change or variation to any Interface Works following the date of this deed including any addition, reduction, increase, decrease, omission, deletion, demolition or removal to or from them.

Modification means any change to the requirements of this deed for the OSD Works, including:

- (a) any addition, reduction, increase to, decrease, omission or deletion from the OSD Works;
- (b) any change to the character or quality, or demolition or removal, of any material or work;
- (c) any change to the levels, lines, positions or dimensions of any part of the OSD Works;
- (d) changes to the Construction Site; or
- (e) any design works, surveys or site investigations in respect of a potential or proposed change referred to in paragraphs (a), (b) or (c) of this definition.

Modification Approval means a notice titled "Modification Approval" issued by the Principal under clause 3.1(d)(i) of this Schedule A7.

Modification Costs means:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]
[REDACTED]

Modification Order means a notice titled "Modification Order" issued by the Principal under clauses 2.3(a), 2.3(a1) or 2.3(b) of this Schedule A7.

Modification Proposal means a proposal submitted by the VC Developer under clause 2.2(c) of this Schedule A7.

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

Modification Savings means:

- (a) the savings in the cost of the carrying out of the OSD Works arising out of or in connection with a Modification (including any savings in relation to construction costs and associated on-site overheads);
- (b) the applicable D&C Contractor Margin on the amounts referred to in paragraph (a) to the extent the savings are savings of the D&C Contractor; and
- (c) the applicable VC Developer Margin on the amounts referred to in paragraph (a) to the extent the savings are savings of the VC Developer.

Open Book Basis means the provision of any pricing, costing and other information on an open book basis to enable an assessment of actual costs and profit margins, including a breakdown of all relevant preliminaries, insurances, labour, equipment, materials, subcontract costs, indexation adjustments for inflation, currency components and subcontract margins, in a clear and transparent manner.

[REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

Station Dispute Procedure has the meaning given to the term "Dispute Procedure" in the Station Delivery Deed.

VC Developer Margin means [REDACTED].

1.2 **Purpose**

Each party acknowledges and agrees that:

- (a) throughout the term of this deed, a number of changes to the requirements of this deed may be required;

- (b) the purpose of this Schedule A7 is to facilitate and efficiently give effect to such changes by incorporating a number of processes for the implementation of change and structuring each process to minimise transaction time and cost; and
- (c) it must seek to give effect to the purpose stated in clause 1.2(b) of this Schedule A7 in complying with its obligations under this Schedule A7.

1.3 **Open Book**

All documentation and information provided by the VC Developer under this Schedule A7 (including any documentation or information prepared by a Subcontractor) must be provided on an Open Book Basis.

1.4 **Consultation with Interface Contractors**

Without limiting clause 11.4 (*Disputes between the VC Developer and Interface Contractors*), if the VC Developer becomes aware that a Modification will, or is likely to, impact on any Interface Works or necessitate an Interface Works Change, then prior to:

- (a) submitting a Modification Proposal in accordance with clause 2.2(c) of this Schedule A7; or
- (b) proposing a Modification in accordance with clause 3.1(b) of this Schedule A7,

the VC Developer must:

- (c) notify the relevant Interface Contractor(s) of the proposed Modification; and
- (d) work closely and iteratively with the relevant Interface Contractor(s) in good faith regarding the scope and design of the proposed Modification (and, where applicable, the corresponding Interface Works Change) in order to reduce the overall cost to the Principal of implementing the Modification.

1.5 **No Liability unless Modification Order**

Subject to clause 2.5(b) of this Schedule A7, the Principal will have no Liability to the VC Developer arising out of, or in any way in connection with, any Modification, except where the VC Developer is directed to implement a Modification pursuant to a Modification Order.

1.6 **Modifications review**

- (a) (**Review of Modifications regime**) If requested by the Principal, 3 months prior to each anniversary of the date of execution of this deed, the Principal and the VC Developer must meet to review the Modifications regime (**Modifications Review**).
- (b) (**Purpose**) Factors that may be addressed in a Modifications Review include:
 - (i) measures to improve the Modifications process set out in this Schedule A7; and
 - (ii) any other factors that the Principal or the VC Developer consider relevant.

2. **PRINCIPAL INITIATED MODIFICATIONS**

2.1 **SDD Modification**

If the VC Contractor has given a notice to the Principal in accordance with clause 2.1(b) of Schedule A8 (*Modification Procedure*) of the Station Delivery Deed that an SDD Modification can only be implemented if a corresponding Modification is implemented under this deed (**Corresponding Modification**), then the Principal's Representative

must, within 5 Business Days after receipt of the VC Contractor's notice, notify the VC Developer in writing that the Principal:

- (a) agrees that a Corresponding Modification is required; or
- (b) does not agree that a Corresponding Modification is required.

2.2 Proposed Modifications

(a) **(Corresponding Modification)** If the Principal agrees (or it is determined through the Dispute Procedure) that a Corresponding Modification is required, the Principal must, within 5 Business Days after receipt of the VC Contractor's notice (or determination of the Dispute), issue a Modification Proposal Request to the VC Developer for that Corresponding Modification.

(b) [Redacted]

(b1) [Redacted]

(c) **(Modification Proposal)** As soon as practicable, and in any event within 10 Business Days [Redacted] (or such longer period as is agreed by the Principal (acting reasonably), having regard to the size and complexity of the proposed Modification), after receiving a Modification Proposal Request, the VC Developer must provide the Principal's Representative with a Modification Proposal setting out:

- (i) the Modification Costs of the proposed Modification;
- (ii) the effect (if any) that the proposed Modification will have on the VC Developer's Program (including any extension of time required to a Milestone Date and the measures the VC Developer proposes to take to avoid, mitigate or minimise the effect of the proposed Modification on the VC Developer's Program);
- (iii) any Approvals required to implement the proposed Modification, and the effect of the proposed Modification on any existing Approvals or the VC Developer's ability to comply with those Approvals;
- (iv) the effect (if any) which the proposed Modification will have on the VC Developer's ability to satisfy its obligations under this deed (including any warranties given by the VC Developer under this deed) or exercise its rights under this deed;

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(viii) any other information requested by the Principal in the Modification Proposal Request.

(d) **(No obligation to proceed)** Subject to clause 2.3(a)(i) and clause 2.3(a1) of this Schedule A7, the Principal will not be obliged to proceed with any proposed Modification that is the subject of a Modification Proposal Request.

2.3 Modification Orders

(a) **(Modification Order - Corresponding Modifications)** Where the proposed Modification is a Corresponding Modification, the Principal must:

- (i) issue a Modification Order if:
 - (A) under the Station Delivery Deed, the Principal issues a Modification Order (as that term is defined in Schedule A8 (*Modification Procedure*) of the Station Delivery Deed) for an SDD Modification which relates to or gave rise to the Corresponding Modification; and
 - (B) the Principal agrees with (or it is determined through the Dispute Procedure) the details set out in the Modification Proposal provided under clause 2.2(c) of this Schedule A7;
- (ii) withdraw its Modification Proposal Request if, under the Station Delivery Deed, the Principal elects not to proceed with an SDD Modification which relates to or gave rise to the Corresponding Modification; or
- (iii) not issue a Modification Order until the process described in clause 2.5 of Schedule A8 (*Modification Procedure*) has resulted in an agreement between the VC Contractor and the Principal or has otherwise concluded.

[REDACTED]

[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

(b) **(Modification Order)** Whether or not the Principal has issued a Modification Proposal Request under clause 2.2(a) or clause 2.2(b) of this Schedule A7, the Principal's Representative may:

- (i) at any time prior to the Station Date of Completion, direct the VC Developer to carry out a Corresponding Modification where the Principal has exercised its right to direct an SDD Modification which relates to or gave rise to the Corresponding Modification under clause 2.2(a) of Schedule A8 (*Modification Procedure*) of the Station Delivery Deed;
- (ii) solely for the purpose of overcoming a Defect (as that term is defined in the Station Delivery Deed) under the Station Delivery Deed, at any time prior to the Station Date of Completion, direct the VC Developer to carry out a Corresponding Modification where the Principal has exercised its right to direct an SDD Modification which relates to or gave rise to the Corresponding Modification under clause 2.2(a)(ii) of Schedule A8 (*Modification Procedure*) of the Station Delivery Deed;

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

by issuing a written document titled "Modification Order" (**Modification Order**):

- (v) detailing the Modification that is required to be carried out by the VC Developer;
- (vi) stating the Modification Costs of the proposed Modification; and
- (vii) stating the extent to which the VC Developer will be relieved of any of its obligations under this deed,

as set out in the VC Developer's Modification Proposal (if any) or as otherwise determined by the Principal's Representative (acting reasonably).

(c) **(No limitation on Principal's power)** Subject to clause 2.3, there is no limitation on the power of the Principal's Representative to direct a Corresponding Modification [REDACTED] and no Modification or direction to carry out such Modifications will invalidate this deed.

(d) **(Implementation of Modification Order)** Subject to clause 2.3(a)(iii), if the Principal directs the VC Developer to implement the Modification by issuing a Modification Order:

- (i) the VC Developer must promptly implement the Modification on the basis of the Modification Order irrespective of:
 - (A) the nature, extent or value of the work the subject of the Modification;
 - (B) the location or timing (including the impact on a Milestone Date) of the work involved in the Modification; or

- (C) any Dispute related to the Modification;
- (ii) the VC Developer will be relieved of its obligations under this deed to the extent specified in the Modification Order or as determined or agreed under clause 2.4; and
- (iii) the Principal must pay the VC Developer:
 - (A) the Modification Costs of the Modification in accordance with clause 4.2 of this Schedule A7;

■ [REDACTED]

■ [REDACTED]

- (e) **(Entitlement)** The VC Developer’s entitlement (if any) to:
 - (i) an extension of time and Delay Costs arising out of or in connection with a Modification will be dealt with under clause 20.7 (*Extensions of time*) and clause 20.10 (*Delay Costs*), as applicable;
 - (ii) Modification Costs will be dealt with under clause 4.2 of this Schedule A7;

■ [REDACTED]

■ [REDACTED]

2.4 **Disputes**

If the VC Developer disagrees with a matter determined by the Principal or the Principal's Representative under this Schedule A7, the VC Developer may refer the matter for dispute resolution:

- (a) **(Dispute Procedure)** in accordance with the Dispute Procedure under this deed; or
- (b) **(Station Dispute Procedure)** in the case of a Corresponding Modification, where the Principal or the VC Contractor has referred an SDD Modification for dispute resolution under the Station Delivery Deed, in accordance with the Station Dispute Procedure in which case the parties acknowledge and agree that:
 - (i) they will be bound by the Station Dispute Procedure; and
 - (ii) the determination under the Station Dispute Procedure is final and binding on the parties.

2.5 **Cost of preparing Modification Proposals**


- (a) **(Minimise Costs)** The VC Developer must use reasonable endeavours to minimise the third party Costs incurred by the VC Developer in the preparation of Modification Proposals.

■ [REDACTED]



3. DEVELOPER INITIATED MODIFICATIONS

3.1 Modifications proposed by the VC Developer – Principal consent required

- (a) **(Application of schedule)** This clause 3.1 of Schedule A7 only applies to a Modification proposed by the VC Developer which:
- (i) ; or
 - (ii) will result in the OSD Works not complying with the OSD Design Parameters.
- (b) **(Modification proposal)** The VC Developer may propose a Modification referred to in clause 3.1(a) of this Schedule A7 by giving written notice to the Principal's Representative:
- (i) setting out details of:
 - (A) the proposed Modification;
 - (B) the reason for the proposed Modification;
 - (C) the time within, and the manner in which, the VC Developer proposes to implement the proposed Modification;
 - (D) the effect (if any) that the proposed Modification will have on:
 - (aa) the Station Project Works, the VC Contractor's Activities or the Victoria Cross Station; and
 - (bb) any Interface Works, including whether an Interface Works Change will, or is likely to, be required to enable the proposed Modification to be implemented, or as a consequence of the proposed Modification; and
 - (ii) if the Modification is required to enable a modification proposed by the VC Contractor under clause 4 of Schedule A8 (*Modification Procedure*) of the Station Delivery Deed to be implemented, details of that modification and the impact upon that modification if the Modification proposed by the VC Developer under clause 3.1 of this Schedule A7 is not implemented.
- (c) **(Further information)** On receiving a notice under clause 3.1(b) of this Schedule A7, the Principal may give written notice to the VC Developer requesting any other information and supporting documentation the Principal reasonably requires. The VC Developer must provide the requested information or documentation to the Principal's Representative within 10 Business Days of receiving the request.
- (d) **(Principal may approve or reject)** Within 20 Business Days after the date on which the VC Developer gives the Principal a notice under clause 3.1(b) of this Schedule A7 and provides the details required by clause 3.1(c) of this Schedule A7 (if applicable), the Principal's Representative must give a written notice to the VC Developer either (in its absolute discretion):
- (i) approving (with or without conditions) the proposed Modification (**Modification Approval**) to the VC Developer; or

- (ii) rejecting the proposed Modification.
- (e) (**Ability to reject**) The Principal may only reject the proposed Modification if the proposed Modification does not comply with the OSD Design Parameters [REDACTED]
- (f) (**Modification Approval**) If the Principal issues a Modification Approval:
 - (i) without conditions, the VC Developer may perform its obligations under this deed in accordance with the approved Modification; and
 - (ii) with conditions, the VC Developer may either:
 - (A) proceed to implement the Modification on the basis set out in the Principal's notice; or
 - (B) withdraw the proposed Modification if the VC Developer, acting reasonably, does not accept any of the conditions attached to the approval of the proposed Modification.

3.2 Modifications proposed by the VC Developer – no Principal consent required

The VC Developer may, in its absolute discretion, effect any Modification to which clause 3.1 of this Schedule A7 does not apply (**Unrestricted Modification**).

3.3 VC Developer to bear risks and cost

The VC Developer will, unless otherwise agreed in writing by the Principal:

- (a) (**costs**) bear all costs:
 - (i) associated with proposing a Modification under clause 3.1(b) or clause 3.2 of this Schedule A7 and providing any information and supporting documentation requested under clause 3.1(c) of this Schedule A7; or
 - (ii) reasonably incurred by the Principal, any Interface Contractor or the Operator in assessing a proposed Modification under clause 3.1(b) or clause 3.2 of this Schedule A7 (such costs to be a debt due from the VC Developer to the Principal);
- (b) (**risks**) bear all risks and costs associated with carrying out a Modification [REDACTED] proposed by the VC Developer, including any amounts that are payable by the VC Developer or the Principal to any Interface Contractor(s) under any Cooperation and Integration Deed or any other contracts entered into between the Principal and an Interface Contractor;
- (c) (**management of Modifications**) be responsible for managing a Modification proposed by the VC Developer, including with the Interface Contractors where the Modification impacts upon the Interface Contractors; and
- (d) (**no Claims**) not be entitled to make any Claim against the Principal arising out of, or in any way in connection with, a Modification [REDACTED] proposed by the VC Developer and the Principal will have no Liability to the VC Developer in relation to or arising out of a Modification proposed by the VC Developer,

including where the Principal issues a Modification Approval in relation to such Modification.

4. MODIFICATION COSTS

4.1 Principles for calculating Modification Costs

- (a) **(Incremental costs only)** Modification Costs are to be determined on an incremental basis where only costs that would not be incurred but for the Modification Order are taken into account.
- (b) **(Fair and reasonable, arm's length arrangements)** All increases or decreases in costs included in the calculation of Modification Costs must:
 - (i) be reasonably incurred by the VC Developer; and
 - (ii) reflect commercial arm's length arrangements.
- (c) **(Subcontractors)** When calculating the Modification Costs, the VC Developer must:
 - (i) ensure that all Subcontractors minimise any increase in costs and maximise any reduction in costs which would have been incurred or derived as a result of the Modification Order; and
 - (ii) ensure that:
 - (A) Subcontractors provide all information required to enable an assessment of the Modification Costs on an Open Book Basis; and
 - (B) the calculation of the Modification Costs applicable to each Subcontractor is calculated in accordance with the principles set out in this clause 4.1 of this Schedule A7.
- (d) **(No double counting)** Any Modification Costs must be calculated without double counting of any amounts (including, where Modification Costs are payable in connection with a Delay Event, any double counting of any amounts attributable to delay).
- (e) **(No unnecessary contracting layers)** No entity which is a Related Entity of the VC Developer or the D&C Contractor may perform work arising out of a Modification Order as a subcontractor to the VC Developer or the D&C Contractor or to any other contractor further down the contracting chain without the Principal's consent.
- (f) **(No VC Contractor costs)** Any Modification Costs must not include any amount in respect of any increase or decrease in the cost to the VC Contractor of carrying out the VC Contractor's Activities or otherwise performing its obligations under the Station Delivery Deed, with any such increase or decrease in cost to be determined under the Station Delivery Deed.

4.2 Modification Costs

If a Modification directed by the Principal under clause 2 of this Schedule A7 results in Modification Costs then the Principal must pay the VC Developer its Modification Costs:

- (a) **(as agreed)** if agreed between the parties, as agreed;
- (b) **(pending agreement)** pending agreement between the parties or determination of the Modification Costs in accordance with the Dispute Procedure under this deed or the Station Dispute Procedure (as applicable), as reasonably determined by the Principal; and

[Redacted text block]

[Redacted text block]

■ [Redacted text block]

■ [Redacted text block]

■ [Redacted text block]

■ [Redacted text block]

■ [Redacted text block]

■ [Redacted text block]

■ [Redacted text block]

[Redacted text block]

■ [Redacted text block]

■ [Redacted text block]

■ [Redacted text block]

**SCHEDULE A8
Dispute Procedure**

(Clause 36)

PART A – PROCEDURE FOR DISPUTES ARISING PRIOR TO THE STATION DATE OF COMPLETION

1. DEFINITIONS

In this part A of Schedule A8:

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

Consultation has the meaning given in clause 2.2(e) of part A of this Schedule A8.

IDAR Panel means the Independent Dispute Avoidance and Resolution Panel constituted under the IDAR Panel Agreement, referred to in part A of this Schedule A8.

Nominated Member has the meaning given in clause 2.2(b) of part A of this Schedule A8.

Notice of Dispute means a notice given under clause 2.3 of part A of this Schedule A8.

Notice of Issue means a notice given under clause 2.2 of part A of this Schedule A8.

Recommendation has the meaning given in clause 2.3(a) of part A of this Schedule A8.

2. DISPUTE PROCEDURE

2.1 Independent Dispute Avoidance and Resolution Panel

- (a) **(Establishment)** The IDAR Panel will be constituted under the IDAR Panel Agreement.
- (b) **(Accession by VC Developer)** The VC Developer must, within 5 Business Days of receipt of a request from the Principal, execute the IDAR Panel Agreement Accession Deed Poll.
- (c) **(Attendance and assistance)** Each party must:
 - (i) following execution of the IDAR Panel Agreement Accession Deed Poll (if applicable), at all times comply with the terms of the IDAR Panel Agreement;
 - (ii) attend meetings with the IDAR Panel as required pursuant to the IDAR Panel Agreement or this deed; and
 - (iii) provide all reasonable assistance to the IDAR Panel in fulfilling its function(s) in respect of the carrying out of the OSD Works including providing all information it reasonably requests.

2.2 Consultation

- (a) **(Notice of Issue)** Where a dissatisfied party (**Party A**) considers that a Dispute has arisen:

- (i) Party A must notify the other party (**Party B**) in writing within 20 Business Days of forming the view that a Dispute has arisen; and
 - (ii) the Dispute must be notified to the IDAR Panel by written notice of the issues in Dispute (**Notice of Issue**) from Party A to the IDAR Panel and Party B. The Notice of Issue must:
 - (A) provide brief particulars of the issues in Dispute; and
 - (B) be issued within 10 Business Days after the date that Party A notifies Party B that the Dispute has arisen pursuant to clause 2.2(a)(i) of Part A of this Schedule A8.
- (b) (**Selection of Nominated Member**) Within 2 Business Days of the Notice of Issue, the parties must agree upon a member of the IDAR Panel (**Nominated Member**) to review the Dispute. If:
- (i) the parties fail to reach such agreement within 2 Business Days; or
 - (ii) the Nominated Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,
- the Chair must nominate a replacement Nominated Member within a further 2 Business Days.
- (c) (**Replacement of Nominated Member**) If a replacement Nominated Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the Chair must nominate a further replacement Nominated Member within a further 2 Business Days. The Chair cannot nominate itself as the Nominated Member.
- (d) (**Appointment by Resolution Institute**) If a further replacement Nominated Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the process in clause 2.2(c) of part A of this Schedule A8 will be reapplied until there are no IDAR Panel members to accept the appointment, in which case the Chair must request the Resolution Institute to appoint a replacement member. This appointment will be final and conclusive.
- (e) (**Parties to consult**) Within 3 Business Days of the appointment of the Nominated Member, the Nominated Member must convene at least one meeting (**Consultation**) to facilitate genuine and good faith negotiations with a view to:
- (i) resolving the Dispute; and
 - (ii) clarifying and narrowing the issues in Dispute, in the event that the Dispute is not resolved.
- (f) (**Attendees**) Each Consultation will be attended by:
- (i) the Nominated Member;
 - (ii) the Principal's Representative;
 - (iii) the VC Developer's Representative; and
 - (iv) other persons as agreed between the Principal's Representative and the VC Developer's Representative.

- (g) **(Conclusion of Consultation)** The Consultation process must conclude within 15 Business Days of the first Consultation, or such other period as the parties may agree in writing.
- (h) **(Failure to notify in time is breach)** A failure to comply with clause 2.2(a) of part A of this Schedule A8 will be treated as a breach of this deed by the relevant party.

2.3 Recommendation

- (a) **(Notification of Recommendation)** Within 5 Business Days of the conclusion of Consultation, the Nominated Member must notify the parties in writing of its non-binding recommendation as to:

- (i) the formulation of the issues in Dispute;
- (ii) the most appropriate Expert(s) to be appointed to determine the Dispute pursuant to clause 2.4 of part A of this Schedule A8; and
- (iii) whether the Dispute is not suitable for expert determination and should be determined in accordance with clause 2.7 of part A of this Schedule A8,

(Recommendation).

- (b) **(Referral to expert determination)** Subject to clause 2.3(d) of part A of this Schedule A8, if the Dispute is not resolved within the later of:

- (i) 5 Business Days of the Recommendation; and
- (ii) 15 Business Days of the Notice of Issue,

either party may refer those parts of the Dispute that remain unresolved to expert determination by notice to the other party (with a copy to the IDAR Panel) within 20 Business Days after the later of (i) and (ii) above or such other period of time as agreed between the parties in writing **(Notice of Dispute)**.

- (c) **(Requirements of Notice)** The Notice of Dispute must:

- (i) be in writing;
- (ii) state that it is a Notice of Dispute under clause 2.3(c) of part A of this Schedule A8; and
- (iii) include or be accompanied by reasonable particulars of those parts of the Dispute including:
 - (A) references to any:
 - (aa) provisions of this deed; and
 - (bb) acts or omissions of any person, relevant to the Dispute;
 - (B) the relief sought and the basis for claiming the relief sought; and
 - (C) copies of, or relevant extracts from, any documents in support of the claim.

- (d) **(Parties may accept Recommendations)** If the Nominated Member makes a Recommendation:

- (i) under clause 2.3(a)(ii) of part A of this Schedule A8, the parties may accept the recommendation or clause 2.4(a) of part A of this Schedule A8 will apply; or
- (ii) under clause 2.3(a)(iii) of part A of this Schedule A8, that the Dispute is not suitable for expert determination, the parties may agree to have the Dispute determined in accordance with clause 2.7 of part A of this Schedule A8, however if the parties have not so agreed within 5 Business Days of the Recommendation, clause 2.4 of part A of this Schedule A8 will apply.

2.4 **Expert determination**

- (a) **(Expert determination in accordance with Rules)** Any Dispute which is referred to expert determination by a Notice of Dispute will be conducted in accordance with the Resolution Institute's Expert Determination Rules, as modified by Annexure 1 of this Schedule A8.
- (b) **(Provision of information)** Both parties must promptly make available to the Expert all such additional information, access to the Construction Site and other relevant places and all appropriate facilities, as the Expert may require for the purposes of making a determination on the Dispute.
- (c) **(Exclusion of Proportionate liability regime)** The parties agree that, to the extent permitted by law:
 - (i) the powers conferred and restrictions imposed on a court by Part 4 of the *Civil Liability Act 2002* (NSW) are not conferred on the Expert; and
 - (ii) the Expert has no power to make a binding or non-binding determination or any award in respect of a Dispute by applying or considering the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provisions in any other state or territory) which might, in the absence of this provision, have applied to any Dispute referred to expert determination.
- (d) **(Expert to give determination)** Within 50 Business Days after the Expert has been appointed, or within such other period as may be proposed by the Expert and approved by both parties, the Expert must give its determination in writing, which must be reasoned and must state that it is given under this clause 2.4 of part A of this Schedule A8. The determination will be immediately binding on both parties, who must give effect to it unless and until it is revised, overturned or otherwise changed by written agreement between the parties or a court judgment or an arbitral award made in court proceedings or an arbitration pursuant to part A of this Schedule A8.

2.5 **Notice of dissatisfaction**

- (a) **(Notice of Dissatisfaction)** If:
 - (i) either party is dissatisfied with a determination made by an Expert under clause 2.4 of part A of this Schedule A8, then either party may, within 10 Business Days after receiving the determination, give notice to the other party of its dissatisfaction; or
 - (ii) an Expert fails to give its determination within a period of 50 Business Days after the Expert has been appointed by the parties (or within such other period as may be proposed by the Expert and approved by both parties), then either party may, within 10 Business Days after this period has expired, give a notice to the other party of its dissatisfaction,

(Notice of Dissatisfaction).

- (b) **(Requirements of Notice)** A Notice of Dissatisfaction issued under clause 2.5 of part A of this Schedule A8 must:
 - (i) state that it is given under clause 2.5 of part A of this Schedule A8; and
 - (ii) set out the matter in Dispute and the reason(s) for dissatisfaction.
- (c) **(Restriction on commencement of proceedings)** Except as stated in clause 2.3(d)(ii) of part A of this Schedule A8, neither party will be entitled to commence court proceedings or arbitration in respect of the Dispute unless a Notice of Dissatisfaction has been given in accordance with this clause 2.5 of part A of this Schedule A8.

2.6 Final and binding decision

- (a) **(Determination to become binding)** If an Expert has made a determination as to a Dispute, and no Notice of Dissatisfaction has been given by either party under clause 2.5 of part A of this Schedule A8, within 10 Business Days after it received the Expert's determination, the determination will become final and binding upon both parties.
- (b) **(No challenge of binding determination)** Once a determination of an Expert has become final and binding under clause 2.6(a) of part A of this Schedule A8, neither party will be entitled to challenge the determination on any basis.

2.7 Litigation or arbitration

(Principal's discretion) 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 2.3(d)(ii) of part A of this Schedule A8,

(as applicable) issue a notice to the VC Developer 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.

2.8 Arbitration rules

- (a) **(ACICA Arbitration Rules)** Any arbitration conducted in relation to a Dispute will be conducted in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration known as the ACICA Arbitration Rules.
- (b) **(Seat in Sydney)** The seat of the arbitration will be Sydney, Australia.
- (c) **(Arbitration in English)** The language of the arbitration will be English.
- (d) **(Purpose and conduct)** The parties agree that:
 - (i) they have chosen arbitration for the purposes of achieving a just, quick and cost-effective resolution of any Dispute;
 - (ii) any arbitration conducted pursuant to this clause will not necessarily mimic court proceedings and the practices of those courts will not regulate the conduct of the proceedings before the arbitral tribunal; and

- (iii) in conducting the arbitration, the arbitral tribunal must take into account the matters set out above, particularly in deciding issues such as:
 - (A) the number of written submissions that will be permitted;
 - (B) where appropriate, the length of written submissions;
 - (C) the extent of document discovery permitted, if any;
 - (D) the consolidation of proceedings, when requested;
 - (E) the joinder of parties, when requested;
 - (F) the length of any hearing, if any; and
 - (G) the number of experts, if any, each party is permitted to appoint.

(e) **(Arbitrator's powers)** The parties agree that:

- (i) subject to clause 2.9 of part A of this Schedule A8, the arbitral tribunal will have the power to grant all legal, equitable and statutory remedies, except punitive damages; and
- (ii) section 24 of the *International Arbitration Act 1974* (Cth) will apply in an international arbitration context.

(f) **(Joinder)** The arbitral tribunal has the power, on the application of any party to this arbitration agreement, to allow a third party who the arbitral tribunal considers has a sufficient interest in the outcome of the arbitration to be joined in the arbitration as a party. Each party hereby consents to such joinder. In the event of such joinder of parties in the arbitration, the arbitral tribunal has the power to make a single final award, or separate awards, in respect of all parties so joined in the arbitration.

(g) **(Award is final and binding)** Any award of the arbitral tribunal will be final and binding upon the parties.

(h) **(Governing law)** This arbitration agreement will be governed by and must be construed according to the laws applying in New South Wales.

2.9 **Exclusion from determination or award**

- (a) **(Exclusion of Proportionate liability regime)** The powers conferred and restrictions imposed on a court by Part 4 of the *Civil Liability Act 2002* (NSW) are not conferred on an arbitral tribunal appointed in accordance with part A of this Schedule A8.
- (b) **(Arbitral tribunal may not apply Part 4)** The arbitral tribunal has no power to make a binding or non-binding determination or any award in respect of a claim by applying or considering the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provisions in any other state or territory) which might, in the absence of this provision, have applied to any Dispute referred to the arbitral tribunal.

2.10 **Payments**

The Principal may withhold payment of that part of any amount which is the subject of a Dispute.

2.11 VC Developer to continue performing obligations

Despite the existence of any Dispute, the VC Developer must:

- (a) continue to carry out the OSD Works; and
- (b) perform its other obligations under this deed.

2.12 Urgent relief

Nothing in this clause 2 of part A of Schedule A8 will prejudice:

- (a) the right of a party to seek urgent injunctive or declaratory relief from a court; or
- (b) the Principal from making an application to the court pursuant to sections 415E, 434K and 451F of the Corporations Act, when enacted, or an equivalent provision under any Law.

2.13 Dispute under related contracts

The parties acknowledge and agree that:

- (a) the provisions of part A of this Schedule A8 will not apply to any dispute, difference, controversy or claim between the parties which is to be resolved under a Cooperation and Integration Deed; and
- (b) the parties will be bound by the outcome of any dispute, difference, controversy or claim between the parties which is resolved pursuant to Cooperation and Integration Deed.

2.14 Survive termination

This part A of Schedule A8 will survive termination of this deed.

PART B – PROCEDURE FOR DISPUTES ARISING AFTER THE STATION DATE OF COMPLETION

1. DEFINITIONS

In this part B of Schedule A8:

Consultation has the meaning given in clause 2.1(b) of part B of this Schedule A8.

Notice of Dispute means a notice given under clause 2.1(d) of part B of this Schedule A8.

Notice of Issue means a notice given under clause 2.1(a) of part B of this Schedule A8.

2. DISPUTE PROCEDURE

2.1 Consultation – Project Control Group

(a) (**Notice of Issue**) Where a dissatisfied party (**Party A**) considers that a Dispute has arisen:

(i) Party A must notify the other party (**Party B**) in writing within 20 Business Days of forming the view that a Dispute has arisen; and

(ii) the Dispute must be notified to the Project Control Group by written notice of the issues in Dispute (**Notice of Issue**) from Party A to Party B and each other member of the Project Control Group. The Notice of Issue must:

(A) provide brief particulars of the issues in Dispute; and

(B) be issued within 5 Business Days after the date that Party A notifies Party B that the Dispute has arisen pursuant to clause 2.1(a)(i) of Part B of this Schedule A8.

(b) (**Parties to consult**) Within 10 Business Days after the date of the Notice of Issue, the Project Control Group must meet (**Consultation**) to undertake genuine and good faith negotiations with a view to:

(i) resolving the Dispute; or

(ii) clarifying and narrowing the issues in Dispute in the event that the Dispute is not resolved.

(c) (**Failure to comply is a breach**) A failure to comply with clause 2.1(a) of part B of this Schedule A8 will be treated as a breach of this deed by the relevant party.

(d) (**Referral to executive negotiation**) If the Dispute is not resolved within 15 Business Days of the Notice of Issue, either party must refer those parts of the Dispute that remain unresolved to executive negotiation in accordance with clause 2.2 of part B of this Schedule A8 by notice to the other party.

2.2 Executive negotiation

(a) (**Referral to executive negotiation**) If the Dispute is not resolved by Consultation, the Dispute must be referred to the Executive Negotiators and the Executive Negotiators must, within 20 Business Days after the date on which the Notice of Issue was given, meet and undertake genuine and good faith negotiations with a view to:

(i) resolving the Dispute; and

- (ii) agreeing on a procedure to resolve the Dispute in the event that it is not resolved.
- (b) **(Referral to expert determination)** If the Executive Negotiators:
 - (i) have not resolved the Dispute; and
 - (ii) have not reached agreement on a procedure to resolve the Dispute, within 20 Business Days after the date on which the Notice of Issue was given (or such longer period of time as the parties agree in writing) then, whether or not the Executive Negotiators have met and undertaken negotiations, Party A must refer those parts of the Dispute that remain unresolved to expert determination by notice to Party B (**Notice of Dispute**).
- (c) **(Requirements of Notice)** The Notice of Dispute must:
 - (i) be in writing;
 - (ii) state that it is a Notice of Dispute under clause 2.2(b) of part B of this Schedule A8; and
 - (iii) include or be accompanied by reasonable particulars of those parts of the Dispute including:
 - (A) references to any:
 - (aa) provisions of this deed; and
 - (bb) acts or omissions of any person, relevant to the Dispute;
 - (B) the relief sought and the basis for claiming the relief sought; and
 - (C) include copies of, or relevant extracts from, any documents in support of the claim.

2.3 **Expert determination**

- (a) **(Expert determination in accordance with Rules)** Any Dispute which is referred to expert determination under clause 2.2(b) of part B of this Schedule A8 will be conducted in accordance with the Resolution Institute's Expert Determination Rules, as modified by Annexure 1 of this Schedule A8.
- (b) **(Provision of information)** Both parties must promptly make available to the Expert all such additional information, access to the Construction Site and other relevant places and all appropriate facilities, as the Expert may require for the purposes of making a determination on the Dispute.
- (c) **(Exclusion of Proportionate liability regime)** The parties agree that, to the extent permitted by law:
 - (i) the powers conferred and restrictions imposed on a court by Part 4 of the *Civil Liability Act 2002* (NSW) are not conferred on the Expert; and
 - (ii) the Expert has no power to make a binding or non-binding determination or any award in respect of a Dispute by applying or considering the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory

provisions in any other state or territory) which might, in the absence of this provision, have applied to any Dispute referred to expert determination.

- (d) **(Expert to give determination)** Within 50 Business Days after the Expert has been appointed, or within such other period as may be proposed by the Expert and approved by both parties, the Expert must give its determination in writing, which must be reasoned and must state that it is given under this clause 2.3 of part B of this Schedule A8. The determination will be immediately binding on both parties, who must give effect to it unless and until it is revised, overturned or otherwise changed in an amicable settlement or a court judgment or an arbitral award made in court proceedings or an arbitration pursuant to part B of this Schedule A8.

2.4 **Notice of dissatisfaction**

- (a) **(Notice of Dissatisfaction)** If:
 - (i) either party is dissatisfied with a determination made by an Expert under clause 2.3 of part B of this Schedule A8, then either party may, within 10 Business Days after receiving the determination, give notice to the other party of its dissatisfaction; or
 - (i) an Expert fails to give its determination within a period of 50 Business Days after the Expert has been appointed by the parties (or within such other period as may be proposed by the Expert and approved by both parties), then either party may, within 10 Business Days after this period has expired, give a notice to the other party of its dissatisfaction,**(Notice of Dissatisfaction).**
- (b) **(Requirements of Notice)** A Notice of Dissatisfaction issued under clause 2.4 of part B of this Schedule A8 must:
 - (i) state that it is given under clause 2.4 of part B of this Schedule A8; and
 - (ii) set out the matter in Dispute and the reason(s) for dissatisfaction.
- (c) **(Restriction on commencement of proceedings)** Neither party will be entitled to commence court proceedings or arbitration in respect of the Dispute unless a Notice of Dissatisfaction has been given in accordance with this clause 2.4 of part B of this Schedule A8.

2.5 **Final and binding decision**

- (a) **(Determination to become binding)** If an Expert has made a determination as to a Dispute, and no Notice of Dissatisfaction has been given by either party under clause 2.4 of part B of this Schedule A8, within 10 Business Days after it received the Expert's determination, the determination will become final and binding upon both parties.
- (b) **(No challenge of binding determination)** Once a determination of an Expert has become final and binding under clause 2.5(a) of part B of this Schedule A8, neither party will be entitled to challenge the determination on any basis.

2.6 **Litigation or arbitration**

- (a) **(Principal's discretion)** The Principal (in its absolute discretion) may within 5 Business Days after issuing or receiving a Notice of Dissatisfaction issue a notice to the VC Developer stating that the Dispute is to be determined by litigation pursuant to court proceedings.

- (b) (**Failure to issue notice**) If the Principal does not issue such a notice within the 5 Business Day period, the Dispute will be referred to arbitration.

2.7 Arbitration rules

- (a) (**ACICA Arbitration Rules**) Any arbitration conducted in relation to a Dispute will be conducted in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration known as the ACICA Arbitration Rules.
- (b) (**Seat in Sydney**) The seat of the arbitration will be Sydney, Australia.
- (c) (**Arbitration in English**) The language of the arbitration will be English.
- (d) (**Purpose and conduct**) The parties agree that:
 - (i) they have chosen arbitration for the purposes of achieving a just, quick and cost-effective resolution of any Dispute;
 - (ii) any arbitration conducted pursuant to this clause will not necessarily mimic court proceedings and the practices of those courts will not regulate the conduct of the proceedings before the arbitral tribunal; and
 - (iii) in conducting the arbitration, the arbitral tribunal must take into account the matters set out above, particularly in deciding issues such as:
 - (A) the number of written submissions that will be permitted;
 - (B) where appropriate, the length of written submissions;
 - (C) the extent of document discovery permitted, if any;
 - (D) the consolidation of proceedings, when requested;
 - (E) the joinder of parties, when requested;
 - (F) the length of any hearing, if any; and
 - (G) the number of experts, if any, each party is permitted to appoint.
- (e) (**Arbitrator's powers**) The parties agree that:
 - (i) subject to clause 2.8 of part B of this Schedule A8, the arbitral tribunal will have the power to grant all legal, equitable and statutory remedies, except punitive damages; and
 - (ii) section 24 of the *International Arbitration Act 1974* (Cth) will apply in an international arbitration context.
- (f) (**Joinder**) The arbitral tribunal has the power, on the application of any party to this arbitration agreement, to allow a third party who the arbitral tribunal considers has a sufficient interest in the outcome of the arbitration to be joined in the arbitration as a party. Each party hereby consents to such joinder. In the event of such joinder of parties in the arbitration, the arbitral tribunal has the power to make a single final award, or separate awards, in respect of all parties so joined in the arbitration.
- (g) (**Award is final and binding**) Any award of the arbitral tribunal will be final and binding upon the parties.

- (h) **(Governing law)** This arbitration agreement will be governed by and must be construed according to the laws applying in New South Wales.

2.8 Exclusion from determination or award

- (a) **(Exclusion of Proportionate liability regime)** The powers conferred and restrictions imposed on a court by Part 4 of the *Civil Liability Act 2002* (NSW) are not conferred on an arbitral tribunal appointed in accordance with part B of this Schedule A8.
- (b) **(Arbitral tribunal may not apply Part 4)** The arbitral tribunal has no power to make a binding or non-binding determination or any award in respect of a claim by applying or considering the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provisions in any other state or territory) which might, in the absence of this provision, have applied to any Dispute referred to the arbitral tribunal.

2.9 Payments

The Principal may withhold payment of that part of any amount which is the subject of a Dispute.

2.10 VC Developer to continue performing obligations

Despite the existence of any Dispute, the VC Developer must:

- (a) continue to carry out the OSD Works; and
- (b) perform its other obligations under this deed.

2.11 Urgent relief

Nothing in this clause 2 of part B of Schedule A8 will prejudice:

- (a) the right of a party to seek urgent injunctive or declaratory relief from a court; or
- (b) the Principal from making an application to the court pursuant to sections 415E, 434K and 451F of the Corporations Act, when enacted, or an equivalent provision under any Law.

2.12 Dispute under related contracts

The parties acknowledge and agree that:

- (a) the provisions of part B of this Schedule A8 will not apply to any dispute, difference, controversy or claim between the parties which is to be resolved under a Cooperation and Integration Deed; and
- (b) the parties will be bound by the outcome of any dispute, difference, controversy or claim between the parties which is resolved pursuant to Cooperation and Integration Deed.

2.13 Survive termination

This part B of Schedule A8 will survive termination of this deed.

ANNEXURE 1: Modification to the Expert Determination Rules

Pursuant to Rule 4(2)(b) of the Resolution Institute Expert Determination Rules (**Rules**), the parties agree to modify the application of the Rules as follows:

Modifications are underlined or struck out.

RULE 1 Definitions

"Business Days" means any day in New South Wales other than a Saturday, Sunday or public holiday or 27, 28, 29, 30 or 31 December.

"IDAR Panel Agreement" means the agreement titled "Independent Dispute Avoidance and Resolution Panel Agreement" between the Principal, the Members, the VC Developer, and any other party that accedes to the agreement from time to time.

"Member" has the meaning given in the IDAR Panel Agreement.

"Relevant Proportionate Liability Legislation" means:

- (a) Part IV of the *Civil Liability Act 2002* (NSW);
- (b) Part IVAA of the *Wrongs Act 1958* (Vic);
- (c) Chapter 2, Part 2 of the *Civil Liability Act 2003* (Qld);
- (d) Part 1F of the *Civil Liability Act 2002* (WA);
- (e) the *Proportionate Liability Act 2005* (NT);
- (f) Chapter 7A of the *Civil Law (Wrongs) Act 2002* (ACT);
- (g) Part 3 of the *Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001* (SA);
- (h) Part 9A of the *Civil Liability Act 2002* (Tas); and
- (i) any Regulations enacted pursuant to the Acts listed in (a)-(h) above.

"Relevant Security of Payment Legislation" means:

- (a) the *Building and Construction Industry Security of Payment Act 1999* (NSW);
- (b) the *Building and Construction Industry Security of Payment Act 2002* (Vic);
- (c) the *Building and Construction Industry Payments Act 2004* (Qld);
- (d) the *Construction Contracts Act 2004* (WA);
- (e) the *Construction Contracts (Security of Payment) Act 2004* (NT);
- (f) the *Building and Construction Industry (Security of Payment) Act 2009* (ACT);
- (g) the *Building and Construction Industry Security of Payment Act 2009* (SA);
- (h) the *Building and Construction Industry Security of Payment Act 2009* (Tas); and
- (i) any Regulations enacted pursuant to the Acts listed in (a)-(h) above.

"Subject-Matter Expert" means those persons listed in Schedule 3 to the IDAR Panel Agreement.

"Victoria Cross OSD PDA" means the deed titled "Victoria Cross Integrated Station Development - Over Station Development Project Delivery Agreement" (Contract No: 504) between the Principal and the VC Developer dated [insert].

RULE 2 Appointment of the Expert

1. Unless otherwise agreed in writing by the parties, the Process shall be conducted:
 - a. if the Notice of Dispute is given before the Station Date of Completion:
 - i. by a Member or a Subject-Matter Expert person agreed between the parties; or
 - ii. if the parties are unable to agree on the identity of the person to be appointed within 3 Business Days of Party A giving Party B a Notice of Dispute, by a ~~person~~ Member or a Subject Matter Expert nominated by the Australian Centre for International Commercial Arbitration (**ACICA**),

who accepts appointment as Expert.
 - b. if the Notice of Dispute is given after the Station Date of Completion:
 - i. by a person agreed between the parties; or
 - ii. if the parties are unable to agree on the identity of the person to be appointed within 3 Business Days of Party A giving Party B a Notice of Dispute, by a person nominated by ACICA,

who accepts appointment as Expert.
2. Rule 2.2 is deleted in its entirety.
3. [no modification]
4. [no modification]
5. [no modification]

RULE 3 Agreement to be bound

1. [no modification]
2. Rule 3.2 is deleted in its entirety.

RULE 5 Role of the Expert

1. The Expert shall determine the Dispute as an expert in accordance with these Rules, the Victoria Cross OSD PDA, the requirements of procedural fairness and according to law.
2. [no modification]
3. [no modification]
4. a. The Expert shall be independent of, and act fairly and impartially as between the parties, giving each a reasonable opportunity of putting its case and dealing with that of any opposing party, and a reasonable opportunity to make submissions on the conduct of the Process.

b. The Expert must take all reasonable steps to avoid any conflict of interest, potential conflict of interest or other circumstances that might reasonably be

considered to adversely affect the Expert's independence or capacity to act fairly and impartially in relation to the Dispute.

c. If at any time during the Process, the Expert becomes aware of any circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly or impartially in relation to the Dispute, the Expert must inform the parties immediately.

d. The Expert's mandate will be terminated 7 days after the notice is provided by the Expert under Rule 5.4(c), unless the parties agree otherwise.

5. [no modification]

RULE 9 Conduct of the Process

1. [no modification]

2. [no modification]

3. ~~If The parties agree in writing (in the Agreement or otherwise),~~ that the procedure in Schedule B shall will apply.

4. The rules of evidence do not apply to the Process.

RULE 10 The Expert's Determination

1. ~~As soon as reasonably practicable after receiving the submissions and evidentiary material from the parties pursuant to Rule 9~~ The Expert shall determine the Dispute between the parties and notify such determination in writing to the parties within the time period specified in the Victoria Cross OSD PDA.

2. [no modification]

3. ~~Subject to any rule of law or equity or written agreement of the parties to the contrary,~~ Unless otherwise agreed by the parties, the Expert's determination:

a. may include for the payment of interest on any monetary sum determined, in such amount as the Expert considers reasonable;

b. must allow for any amount already paid to a party under or for the purposes of any Relevant Security of Payment Legislation;

c. may make such orders as he or she considers appropriate for the restitution of any amount so paid, and such other orders as he or she considers appropriate; and

d. to the extent permitted by law, will not apply or have regard to the provisions of any Relevant Proportionate Liability Legislation.

4. [no modification]

RULE 12 Waiver of Right to Object

Rule 12 is deleted in its entirety.

RULE 14 Extension of Limitation Period

Rule 14 is deleted in its entirety.

SCHEDULE B

1. The reference to "twenty one (21) days" is replaced by "ten Business Days".

2. The reference to "twenty one (21) days" is replaced by "twenty Business Days".
3. The reference to "twenty one (21) days" is replaced by "five Business Days".
4. [no modification]
5. [no modification]
6. [no modification]
7. [no modification]
8. [no modification]

**SCHEDULE A9
Design Development Procedure**

(Clause 4.6)

1. VC DEVELOPER APPLICATION DESIGN DOCUMENTATION

1.1 Submission

The VC Developer must submit to the Principal's Representative each of the VC Developer Application Design Documentation packages at least [REDACTED] before the date that the VC Developer intends to lodge the relevant VC Developer Application with the Consent Authority.

1.2 Principal's right to review

The Principal's Representative may, within 20 Business Days of receiving the VC Developer Application Design Documentation submitted pursuant to clause 1.1 of this Schedule A9:

- (a) **(Principal may review)** review the VC Developer Application Design Documentation; and
- (b) **(notification of non-compliance)** notify the VC Developer in writing if it considers that the VC Developer Application Design Documentation does not comply with the OSD Design Parameters.

1.3 Non-compliance of VC Developer Application Design Documentation

- (a) **(VC Developer to amend or respond)** If the Principal's Representative notifies the VC Developer under clause 1.2(b) of this Schedule A9 that the VC Developer Application Design Documentation does not comply with the OSD Design Parameters, the VC Developer must:
 - (i) promptly amend the VC Developer Application Design Documentation to address the OSD Design Parameter non-compliance and resubmit it to the Principal, in which case the process in clause 1 of this Schedule A9 will reapply to the amended elements of the VC Developer Application Design Documentation; or
 - (ii) provide the Principal's Representative with a notice setting out its objection to the Principal's Representative's notice provided under clause 1.2(b) of this Schedule A9, together with its reasons.
- (b) **(Parties must meet)** If the VC Developer issues a notice to the Principal's Representative under clause 1.3(a)(ii) of this Schedule A9, the parties must meet to seek to resolve the disagreement.

2. FINAL DESIGN STAGE DOCUMENTATION

2.1 Submission

- (a) **(Submission)** The VC Developer must submit to the Principal's Representative the Final Stage Design Documentation after the Acceptable Detailed SSD Consent has issued and at least 40 Business Days before the VC Developer intends to commence construction of the OSD Works.
- (b) **(Progressive submission)** The Final Stage Design Documentation may be prepared by the VC Developer and submitted to the Principal's Representative

pursuant to clause 2.1(a) of this Schedule A9 progressively. The provisions of clause 2 of this Schedule A9 apply separately to each package of the Final Stage Design Documentation submitted by the VC Developer pursuant to clause 2.1(a) of this Schedule A9.

2.2 **Principal's right to review**

The Principal's Representative may, within 20 Business Days of receipt of the Final Stage Design Documentation submitted pursuant to clause 2.1 of this Schedule A9:

- (a) **(Principal may review)** review the Final Stage Design Documentation; and
- (b) **(Principal may reject or not reject)** reject the Final Stage Design Documentation (in writing, with detailed reasons, to the VC Developer) if it considers that the Final Stage Design Documentation does not comply with the OSD Design Parameters.

2.3 **Rejection of Final Stage Design Documentation**

- (a) **(VC Developer to amend or respond)** If the Principal's Representative gives the VC Developer a notice under clause 2.2(b) of this Schedule A9, the VC Developer must:
 - (i) promptly amend the Final Stage Design Documentation to address the OSD Design Parameter non-compliance and resubmit it to the Principal, in which case the process in clause 2 of this Schedule A9 will reapply to the amended elements of the Final Stage Design Documentation; or
 - (ii) provide the Principal's Representative with a notice setting out its objection to the Principal's Representative's notice under clause 2.2(b) of this Schedule A9, together with its reasons.
- (b) **(Parties must meet)** If the VC Developer issues a notice to the Principal's Representative under clause 2.3(a)(ii) of this Schedule A9, the parties must meet to seek to resolve the disagreement.

3. **OTHER LEVELS OF OSD DESIGN DOCUMENTATION**

3.1 **Submission**

- (a) **(VC Developer to submit)** The Principal's Representative may, pursuant to clause 4.4(a), request that the VC Developer submit to the Principal the Final Stage Design Documentation when such documentation is at the 50% level of completed design and at the 75% level of completed design.
- (b) **(VC Developer may submit)** If the Principal's Representative does not issue a request pursuant to clause 4.4(a), the VC Developer may elect to submit to the Principal the OSD Design Documentation but only when the Final Stage Design Documentation is at the 50% level of completed design and the 75% level of completed design.
- (c) **(Progressive submission)** The OSD Design Documentation referred to in clause 3.1(a) of this Schedule A9 may be prepared by the VC Developer and submitted to the Principal's Representative pursuant to clause 3.1(a) or clause 3.1(b) of this Schedule A9 (as applicable) progressively.
- (d) **(Separate application)** The provisions of clause 3 of this Schedule A9 apply separately to each package of the OSD Design Documentation submitted by the VC Developer pursuant to clause 3.1(a) or clause 3.1(b) of this Schedule A9.

3.2 Principal's right to review

The Principal's Representative may, within 20 Business Days after receipt of the relevant level of Final Stage Design Documentation submitted pursuant to clause 3.1 of this Schedule A9:

- (a) **(Principal may review)** review the Final Stage Design Documentation; and
- (b) **(notification of non-compliance)** notify the VC Developer in writing if it considers that the Final Stage Design Documentation does not comply with the OSD Design Parameters.

3.3 Non-compliance of Final Stage Design Documentation

If the Principal's Representative notifies the VC Developer under clause 3.2(b) of this Schedule A9 that the relevant Final Stage Design Documentation does not comply with the OSD Design Parameters:

- (a) **(VC Developer to respond)** the VC Developer:
 - (i) must within 20 Business Days after receiving such notice, give the Principal's Representative a written response:
 - (A) which explains how the VC Developer will address the OSD Design Parameter non-compliance in sufficient detail to satisfy the Principal's Representative that compliance with the OSD Design Parameters will be achieved prior to submitting the Final Stage Design Documentation under clause 2.1 of this Schedule A9; or
 - (B) provide the Principal's Representative with a notice setting out its objection to the Principal's Representative's notice under clause 3.2(b) of this Schedule A9, together with its reasons; and
 - (ii) the VC Developer must, prior to submitting the Final Stage Design Documentation under clause 2.1 of this Schedule A9, give the Principal's Representative a written statement which explains how the OSD Design Parameter non-compliance has been addressed; and
- (b) **(parties must meet)** if the VC Developer issues a notice to the Principal's Representative under clause 3.3(a)(i)(B) of this Schedule A9, the parties must meet to seek to resolve the disagreement.

4. GENERAL

4.1 Commencement of review period

The review periods in clause 1.2, clause 2.2 and clause 3.2 of this Schedule A9 do not commence until such time as the VC Developer has provided the Principal's Representative with a full and complete copy of the relevant package of OSD Design Documentation.

4.2 No obligation to review

If the Principal's Representative does not give the VC Developer a notice under clause 1.2(b), clause 2.2(b) or clause 3.2(b) of this Schedule A9 (as applicable) within the 20 Business Day time period, the VC Developer may use the relevant OSD Design Documentation at its own risk.

**SCHEDULE A10
NGER Legislation**

(Clause 6.9)

1. NGER LEGISLATION

1.1 Definitions

In this Schedule A10:

Emissions and Energy Data means any other data, information, records and reports:

- (a) of the type that a registered corporation or any other person is required by the NGER Legislation to keep or to provide to the Clean Energy Regulator concerning greenhouse gas emissions, energy production or energy consumption;
- (b) of the type that a registered corporation or any other person is entitled to provide to the Clean Energy Regulator under the NGER Legislation concerning reduction of greenhouse gas emissions, removal of greenhouse gases or offsets of greenhouse gas emissions from any greenhouse gas project; and
- (c) concerning environmental emissions or energy production, use, consumption or efficiency of the type that any person is required by any other Law to keep or to provide to any Authority.

1.2 Compliance with NGER Legislation

The VC Developer acknowledges and agrees that:

- (a) if the OSD Works constitute a "facility" within the meaning of the NGER Legislation, then for the purposes of the NGER Legislation, it has operational control of that facility or facilities and will comply with any obligations arising in respect of the OSD Works under the NGER Legislation;
- (b) if, for the purpose of the NGER Legislation, the VC Developer is not taken to have operational control of the facility or facilities referred to in clause 1.2(a) of this Schedule A10:
 - (i) the VC Developer must comply with any obligations arising under the NGER Legislation in respect of the OSD Works as if it was the person with operational control of such facility or facilities; and
 - (ii) where section 11B(1) of the NGER Legislation applies, the VC Developer agrees that upon written request by the Principal, the parties will, for the purposes of the NGER Legislation, jointly nominate the VC Developer as the person with operational control of such facility or facilities (with such nomination continuing until the completion of the OSD Works) and will do all things reasonably necessary to give effect to such nomination (including providing all relevant information and completing and executing all relevant documents and forms);
- (c) if, despite the operation of clause 1.2(a) and clause 1.2(b) of this Schedule A10, the Principal incurs, or but for this clause would incur, a liability under or in connection with the NGER Legislation as a result of or in connection with the OSD Works, and the NGER Legislation provides:
 - (i) that such liability can be transferred by the Principal to the VC Developer; or

- (ii) for a declaration or other mechanism by which the VC Developer can become the person with such liability under the NGER Legislation,

the VC Developer 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);
- (d) the VC Developer must provide the VC Developer's Emissions and Energy Data to the Principal's Representative:
 - (i) at such times as may be agreed by the Principal and the VC Developer, or, if no such agreement is reached, within 10 Business Days after receiving written notice from the Principal indicating that it requires the VC Developer's Emissions and Energy Data to be provided; and
 - (ii) on each occasion that the VC Developer is required to provide the VC Developer's Emissions and Energy Data to an Authority under the NGER Legislation or any other applicable Law;
- (e) subject to the Principal obtaining the VC Developer's prior written consent (which must not be unreasonably withheld or delayed), the Principal may use the VC Developer's Emissions and Energy Data for any purpose as it sees fit;
- (f) if, despite the operation of clause 1.2(c) of this Schedule A10, the Principal incurs a liability under or in connection with the NGER Legislation as a result of or in connection with the OSD Works:
 - (i) the VC Developer must assist the Principal to comply with the NGER Legislation in relation to any aspect of the OSD Works;
 - (ii) if the Principal notifies the VC Developer in writing that the VC Developer is required to provide the VC Developer's Emissions and Energy Data to the Principal, then the VC Developer must:
 - (A) provide the VC Developer's Emissions and Energy Data to the Principal in the same manner, form and level of detail, based on the same methods and at the same times:
 - (aa) as if the VC Developer were obliged under the NGER Legislation or any other applicable Law to provide Emissions and Energy Data to an Authority and the Principal was that Authority;
 - (bb) in accordance with the requirements or approvals of any Authority and any Directions given by the Principal; and
 - (cc) without limiting clause 1.2(f)(ii)(A)(aa) or clause 1.2(f)(ii)(A)(bb) of this Schedule A10, as required to enable the Principal:
 - (a) to discharge, as and when they fall due, any obligations that it may have to provide the VC Developer's Emissions and Energy Data to any Authority; and
 - (b) to provide to any Authority any of the VC Developer's Emissions and Energy Data concerning any greenhouse gas project;

- (B) keep all such VC Developer's Emissions and Energy Data required to enable it to discharge its obligations under clause 1.2(f)(ii)(A) of this Schedule A10;
 - (C) retain records of its activities that are the basis of the VC Developer's Emissions and Energy Data for any financial year, for a period of not less than 7 years from the end of the year in which the relevant activities take place; and
 - (D) permit the VC Developer's Emissions and Energy Data to be examined, monitored, measured, copied, audited and verified by any persons appointed or authorised for that purpose by the Principal or any Authority, and co-operate with and provide all reasonable assistance to any such persons, including giving access to premises, plant and equipment, producing and giving access to documents (including any records kept and retained under clause 1.2(f)(ii)(B) and clause 1.2(f)(ii)(C)) of this Schedule A10 and answering questions; and
- (g) the following applies:
- (i) the VC Developer'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 of the VC Developer's Emissions and Energy Data concerning any greenhouse gas project;
 - (ii) the Principal may provide or otherwise disclose the VC Developer's Emissions and Energy Data to any Authority; and
 - (iii) nothing in this Schedule A10 is to be taken as meaning that the Principal has agreed to perform on behalf of the VC Developer, any obligation that the VC Developer itself may have under any legislative requirement regarding the provision of Emissions and Energy Data to any Authority (including any obligation under the NGER Legislation).

A section covering general progress in design covering key design issues for the period of the report and for the next period.

(iv) Approvals

A section describing the status of each Approval required and key action steps for the next period.

(v) Program

A section summarising the status of the program, key changes since the previous report and key issues for the period ahead.

(vi) Summary of delays and extensions of time

A section summarising the approved and yet to be approved extensions of time and the corresponding adjusted Milestone Dates.

(vii) Modifications and other Delay Events entitling the VC Developer to Delay Costs

A section summarising the approved and yet to be approved Delay Costs arising from Modifications and Delay Events.

[Redacted]

(ix) Subdivision

A section summarising the VC Developer's activities in the period of the report and for the next period to ensure compliance with the Subdivision Requirements under Schedule D12 (*Subdivision Requirements*) of the Station Delivery Deed, the Subdivision Principles under Schedule D13 (*Subdivision Principles*) of the Station Delivery Deed and the ISD Operations Principles under Schedule D15 (*ISD Operations Principles*) of the Station Delivery Deed.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

- (c) The content for the OSD Works must be detailed out separately, but can be contained in a single Progress Report with the progress report for the Station Project Works provided by the VC Contractor under the Station Delivery Deed.

2.2 Progress Reports – After the Date of Completion of Portion 4

- (a) After the Date of Completion of Portion 4, the VC Developer must provide a monthly Progress Report to the Principal’s Representative by the first Business day of each calendar month including progress information to the 25th day of the preceding calendar month and in a dashboard format or as required by the Principal’s Representative.

- (b) The Progress Report must include, address and detail the following, relevant to the OSD Works:

- (i) Executive summary

The executive summary must summarise the key elements of each of the sections listed below in this clause 2.2 of this Schedule A11.

- [Redacted]

[Redacted]

- (iii) Program

A program section describing:

- (A) not used;
- (B) a current four week look-ahead program in Microsoft excel format (.xlsx) identifying current and upcoming OSD Works;

- [Redacted]

[Redacted]

[Redacted]

- [Redacted]

[Redacted]

- (D) any act, matter, thing or issue which has or is likely to have a material adverse effect on the progress and completion of the OSD

Works, together with detailed particulars on how the VC Developer is dealing with any such issue.

(iv) Health and safety

Details of any:

- (A) accidents or incidents within the Construction Site;
- (B) industrial action; and
- (C) traffic accidents recorded at the Construction Site, or any other locations affected by the OSD Works.

(v) Stakeholder and community involvement

Post Station operational commencement, describe and report on crisis/incident management.

(vi) Design

A section covering general progress in design covering key design issues for the period of the report and for the next period.

(vii) Approvals

A section describing the status of each Approval required and key action steps for the next period.

(viii) Summary of delays and extensions of time

A section summarising the approved and yet to be approved extensions of time and the corresponding adjusted Milestone Dates.

(ix) Modifications and other Delay Events entitling the VC Developer to Delay Costs

A section summarising the approved and yet to be approved Delay Costs arising from Modifications and Delay Events.

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(xi) Subdivision

A section summarising the VC Developer's activities in the period of the report and for the next period to ensure compliance with the Subdivision Requirements under Schedule D12 (*Subdivision Requirements*) of the Station Delivery Deed, the Subdivision Principles under Schedule D13 (*Subdivision Principles*) of the Station Delivery Deed and the ISD Operations Principles under Schedule D15 (*ISD Operations Principles*) of the Station Delivery Deed.

■ [REDACTED]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

3. VC DEVELOPER'S PROGRAM

3.1 Program submissions, reviews and updates

- (a) The VC Developer's Program and updates, including the VC Developer's program section of the Progress Reports, must be submitted to the Principal's Representative for review in accordance with this deed.

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

- (c) The VC Developer's Program must comply with the requirements of clause 3.2 of this Schedule A11.

- (d) The VC Developer must submit to the Principal's Representative an updated VC Developer's Program which complies with the requirements of clause 3.2 of this Schedule A11 (**Updated VC Developer's Program**) within 20 Business Days after the Date of Substantial Commencement.

3.2 Program Requirements

The VC Developer's Program and all its subsequent submissions must meet the following requirements:

- (a) be based upon the VC Developer's Initial Program;
- (b) is a baseline program stateded appropriately or as required by the Principal's Representative;
- (c) be prepared using Oracle Primavera P6 Professional Release 8.3 or its subsequent upgraded version if permitted by the Principal's Representative;
- (d) represent the contractors plans realistically;

- (e) be practicable;
- (f) shows work activities, data and connectors;
- (g) identify the full scope of the OSD Works, including staged works and including items such as traffic management, mobilisation, site establishment, interface management, review periods etc.;
- (h) clearly identify access requirements and activities, including Construction Site access, service outages, public domain access requirements;
- (i) identify all Agreed OSD Program Dates (as set out in Schedule A4 (*Agreed OSD Program Dates Schedule*)), the award of all significant contracts and Subcontracts related to the OSD Works;
- (j) identify all significant external events activities that have a bearing on time required commence and to complete the OSD Works including dependencies on the Station Project Works delivered under the Station Delivery Deed;
- (k) be based on a time-scaled calendar in units of one week and identify working days, non-working days, shifts, statutory holidays, rostered days off, Christmas shutdown and any other shutdowns;
- (l) contain activities, each having an activity ID, activity description, original duration, start date, finish date and dependencies;
- (m) break down all construction activities into periods of no greater than four weeks with sufficient details to allow accurate monitoring of the progress of the OSD Works;
- (n) identify the critical path and near critical path(s) for Agreed OSD Program Dates as set out in Schedule A4 (*Agreed OSD Program Dates Schedule*) including assumptions and logic links; and
- (o) the VC Developer's Program must be submitted in electronic format which must include:
 - (i) electronic format for publishing in Adobe Acrobat .pdf files;
 - (ii) native format (.xer); and
 - (iii) layout and filter files (.plf) together with the native format (.xer) files,and allow interrogation by the Principal's Representative.

3.3 Program narrative requirements

The program narrative required must be provided within 20 Business Days of the first Project Control Group meeting and to be updated prior to Substantial Commencement. The program narrative must also be in sufficient detail to enable the durations, leads and lags in the logic diagram to be assessed and to explain any constraints that may exist within the program network logic, and must include the following:

- (a) an overview of the delivery strategy as reflected in the VC Developer's Program;
- (b) executive summary program that is a maximum of two pages;
- (c) staging diagrams for the OSD Works;
- (d) fundamental assumptions;

- (e) key indicators of program progress, performance, and trends;
- (f) long lead items, approvals and permits;
- (g) critical path including dependencies on any Station Project Works delivered under the Station Delivery Deed;
- (h) construction staging and major work front configuration;
- (i) approach and frequency for updating the program; and
- (j) mitigation measures that could be implemented in the case of delay.

**SCHEDULE A12
VC Developer's Initial Program**

(Clause 20.3)

For the purposes of clause 20.3 of the OSD PDA, this Schedule A12 contains the VC Developer's Initial Program which is included in Schedule F1 as an electronic file.

**SCHEDULE A13
Project Plan Requirements**

(Clause 17 and Schedule A2)

1. GENERAL

1.1 Definitions

Codes and Standards means the codes, standards, specifications and guidelines referred to in section 4.2 of the SWTC.

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

- (a) which:
 - (i) does not:
 - (A) prevent the OSD Works from being fit for their intended purpose; or
 - (B) affect the safety and operation of the Sydney Metro City & Southwest; and
 - (ii) the Principal's Representative determines (acting reasonably) that the VC Developer has reasonable grounds for not promptly correcting; or
- (b) which the parties agree is a Minor Non-Compliance.

Station Project Plan has the meaning given to the term "Project Plan" in the Station Delivery Deed.

1.2 General requirements

- (a) Each Project Plan must contain, as a minimum, the contents specified in the relevant sections of this Schedule A13.
- (b) Where content requirements overlap between Project Plans, the VC Developer may avoid duplication by cross referencing.
- (c) Where this Schedule A13 requires the same Project Plan to be produced as a Development Consent or other relevant Approval does, a single Project Plan is to be provided which complies with all requirements.
- (d) All Project Plans must describe their interface with other Project Plans.
- (e) The Construction and Site Management Plan must be produced separately. Otherwise Project Plans may be combined for convenience.
- (f) The Principal's Representative may review each Project Plan and, within 10 Business Days (or 15 Business Days where the Project Plan is a Construction and Site Management Plan) following submission of the Project Plan to the Principal's Representative, determine whether the Project Plan complies with the requirements of this Schedule A13 and if the Project Plan does not comply with the requirements of this Schedule A13 (Minor Non Compliances excepted), notify the VC Developer of the non-compliances with detailed reasons.
- (g) If any Project Plan does not comply with the requirements of this Schedule A13 or the VC Developer has not updated any Project Plan in accordance with the requirements of this Schedule A13 (Minor Non Compliances excepted), the

Principal's Representative may by written notice direct the VC Developer to amend or update the Project Plan specifying:

- (i) the reasons why such amendment or update is required (or why the Project Plan does not comply with this Schedule A13); and
- (ii) the time within which such updating must occur (which must be reasonable, having regard to the amount of work required),

and the VC Developer must comply with such direction.

- (h) Each Project Plan that is amended or updated in accordance with clause 1.2 of Schedule A13 must be submitted by the VC Developer to the Principal's Representative for review in accordance with this clause 1.2 of Schedule A13.
- (i) If the VC Developer receives a notice in accordance with clause 1.2(f) of this Schedule A13, the VC Developer must, within 10 Business Days, submit a revised Project Plan to the Principal's Representative which complies with the requirements of this Schedule A13 whereupon the provisions of this Schedule A13 will reapply to the revised Project Plan or affected plans (as applicable).
- (j) If the Principal's Representative notifies the VC Developer of any Minor Non-Compliances:
 - (i) the Principal's Representative may recommend an action that may be taken by the VC Developer to address the Minor Non-Compliances; and
 - (ii) the VC Developer must complete the recommended action, or take any other action the VC Developer deems reasonable in the circumstances to correct the Minor Non-Compliances to the extent required for that Project Plan to comply with this Schedule A13, within the time frame (if any) specified by the Principal's Representative (as applicable).
- (k) Subject to clause 1.2(l) of this Schedule A13, if the Principal's Representative does not respond within the 10 Business Day period (or 15 Business Days period where the Project Plan is a Construction and Site Management Plan) referred to in clause 1.2(f) of this Schedule A13, the VC Developer may use the Project Plan at the VC Developer's own risk.

■ [REDACTED]

2. PART A - PROJECT PLAN REQUIREMENTS PRIOR TO THE DATE OF COMPLETION OF PORTION 4

- (a) Until the Date of Completion of Portion 4, the following Project Plans must be prepared in accordance with the times, and comply with the requirements, set out in Section 2 of Appendix F2 of the SWTC for the Station Project Works, applicable to the OSD Works:
 - (i) Project Health and Safety Management Plan; and
 - (ii) [REDACTED]

- (b) Until Victoria Cross Station operational commencement, the Community Communications Strategy must be prepared in accordance with the times, and comply with the requirements, set out in Section 2 of Appendix F2 of the SWTC for the Station Project Works, applicable to the OSD Works.
- (c) Until the Date of Completion of Portion 4, the Construction and Site Management Plan must be prepared in accordance with the times (or such earlier period as the VC Developer considers reasonable), and comply with the requirements, set out in Section 2 of Appendix F2 of the SWTC for the Station Project Works, applicable to the OSD Works. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- (d) The content requirements for the OSD Works must be detailed out separately but can be contained in a single Project Plan with the Station Project Plan for the Station Project Works required to be prepared by the VC Contractor under the Station Delivery Deed.

3. **PART B - PROJECT PLAN REQUIREMENTS AFTER THE DATE OF COMPLETION OF PORTION 4**

3.1 **Project Plan submission and update**

- (a) All Project Plans identified in this Schedule A13 must be submitted and updated:
 - (i) in accordance with the times set out in Table 1 of this Schedule A13;
 - (ii) where reasonably requested or required by the Principal's Representative or any Authority; and
 - (iii) when a significant change to a methodology has occurred.
- (b) The Project Plans must be progressively reviewed, monitored, amended and updated. The VC Developer's reviews of the Project Plans must regularly reassess their applicability, suitability and effectiveness for managing the OSD Works taking into account:
 - (i) status and progress of the OSD Works;
 - (ii) changes to the OSD Works;
 - (iii) lessons learnt during the design and/or delivery phases and activities;
 - (iv) changes in other related Project Plans including relevant Station Project Plans under the Station Delivery Deed;
 - (v) requirements and matters that are not covered by the existing Project Plans;
 - (vi) changes to the Project Plans as requested by the Principal's Representative;
 - (vii) changes in Law;
 - (viii) the commencement of new phases or stages of design, construction, testing or commissioning;
 - (ix) any direction given by the Principal's Representative under this deed; and

(x) any breach or potential breach of the warranty under this deed.

3.2 **Table 1 Project Plans**

| Ref | Project Plan | Project Plan submission date | Update frequency |
|-----|---|--|---|
| 1. | Project Health and Safety Management Plan | 40 Business Days prior to the OSD Works Substantially Commencing | Annually until Completion or following a significant change |
| 2. | Construction and Site Management Plan | 40 Business Days prior to the OSD Works Substantially Commencing or such earlier period as the VC Developer considers reasonable | Annually until Completion or following a significant change or following receipt of the VC Developer Approval |
| 3. | Community Communications Strategy | 40 Business Days prior to the OSD Works Substantially Commencing | Every six months until Completion or following a significant change |
| | | | |
| 5. | Condition and Dilapidation Survey | 20 Business Days prior to Completion | |
| | | | |

3.3 **Project Health and Safety Management Plan**

- (a) The VC Developer must develop, implement and maintain a Project Health and Safety Management Plan (**PHSMP**) that complies with and demonstrates compliance with the requirements of:
 - (i) the WHS Legislation;
 - (ii) the Heavy Vehicle National Law;
 - (iii) the Rail Safety National Law;
 - (iv) other relevant Codes and Standards;
 - (v) the latest versions of the New South Wales Government Work Health & Safety Management Systems and Auditing Guidelines;
 - (vi) the latest version of the Office of the Federal Safety Commissioner’s Audit Criteria Guidelines; and
 - (vii) relevant requirements imposed on the VC Developer through the deed.
- (b) The PHSMP must also cover as a minimum the following safety-related topics:
 - (i) safety action plan;
 - (ii) risk management;

- (iii) occupational health, hygiene and wellness;
- (iv) chain of responsibility;
- (v) traffic management;
- (vi) security management;
- (vii) interface management;
- (viii) Subcontractor safety management; and
- (ix) emergency and crisis management.

3.4 **Construction and Site Management Plan**

- (a) Subject to clause 3.4(b), the Construction and Site Management Plan must describe the procedures and processes that the VC Developer will undertake to plan and execute the OSD Works, and must:
 - (i) detail how the VC Developer will comply with its obligations under this deed in relation to the control, establishment, security, use and rehabilitation of the Construction Site;
 - (ii) determine effective construction staging that will ensure that Victoria Cross Station and rail operations and the associated transport facilities' operational requirements are maintained and impact to these operations is minimised and managed accordingly during construction of the OSD Works; and
 - (iii) address the management of interfaces with all Authorities, Interface Contractors and other stakeholders including:
 - (A) work implications and applicable construction methodologies; and
 - (B) outline an incident reporting procedure and crisis management procedures with reference to the deed.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

- (f) The parties agree that if the Principal’s Representative issues a notice under clause 3.4(c)(ii), 3.4(e)(ii) or 3.4(e)(iii) of this Schedule A13, then the VC Developer may resubmit the Construction and Site Management Plan to address the Principal’s objection in which case the process in clauses 1.2(h) to 1.2(l) of this Schedule A13 will apply to the extent applicable.

3.5 **Community Communications Strategy**

The VC Developer must develop, implement and maintain the Community Communications Strategy – Victoria Cross, which must comply with, and include all requirements of the Sydney Metro Overarching Community Communications Strategy and detail processes and procedures, for:

- (a) handling complaints and enquiries;
- (b) handling of media and government enquiries; and
- (c) incident and crisis communication management and reporting.

■ [REDACTED]

[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

**SCHEDULE A14
Requirements of Approved Engineer**

(Clause 8.6)

1.1 Requirements of Approved Engineer

The following are the minimum required qualifications, experience and expertise any one of which must be possessed by any person appointed as the Approved Engineer:

- (a) Quality Management System 3rd party certified to AS/NZS ISO 9001 (where relevant);
- (b) range of suitable structural analysis and CAD software (where relevant); and
- (c) be an Authorised Engineering Organisation for any party providing relevant specialist engineering services during all relevant asset life cycle activities (where relevant).

1.2 Requirements of Approved Engineer's personnel in relation to Structural Engineering Elements

The following are the minimum required qualifications, experience and expertise that must be possessed by the Approved Engineer's personnel carrying out the role of the Approved Engineer for structural engineering elements (as appropriate having regard to the role of the personnel):

- (a) demonstrated experience in the design of works similar to the OSD Works that are required to be designed under the terms of the Station Delivery Deed and under this deed respectively;
- (b) 12 years' experience and proven ability in structural analysis and design of works similar to the OSD Works that are required to be designed under this deed respectively; and
- (c) be a Chartered Engineer registered with the Institute of Engineers Australia, and with qualifications admitting to MIEAust and National Engineering Register or equivalent.

1.2 Requirements of Approved Engineers' personnel in relation to Non-Structural Engineering Elements

The Approved Engineers' personnel in relation to non-structural engineering elements must possess suitable qualifications with a recognised industry body and have at least 5 years industry experience.

**SCHEDULE A15
Sustainability Requirements**

(Clause 6.10)

1.1 VC Developer to achieve sustainability requirements

The VC Developer must ensure that the OSD achieves the following sustainability requirements:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

1.2 Acts of the Principal

Notwithstanding anything else in this schedule, the VC Developer's obligations under this schedule and in relation to the Sustainability Requirements does not apply to the extent that the OSD Works are not capable of achieving the sustainability ratings set out in clause 1.1 of this Schedule A15 as a result of any other act or omission by the Principal.

SCHEDULE A16
VC Developer Insurance Requirements

(Clause 29)

1. VC DEVELOPER'S INSURANCE OBLIGATIONS

1.1 General

The VC Developer must:

- (a) effect and maintain, or cause to be effected and maintained, the following insurances:
 - (i) workers compensation insurance as referred to in clause 1.2 of this Schedule A16;
 - (ii) professional indemnity insurance as referred to in clause 1.3 of this Schedule A16;
 - (iii) Construction Plant insurance as referred to in clause 1.4 of this Schedule A16;
 - (iv) motor vehicle insurance as referred to in clause 1.5 of this Schedule A16;
 - (v) if the Date for Commencement of the OSD Works is after the Date for Completion, contract works (material damage) insurance as referred to in clause 1.6 of this Schedule A16;
 - (vi) if the Principal has given a notice to the VC Developer in accordance with clause 29.3(b), public and products liability insurance as referred to in clause 1.7 of this Schedule A16; and
 - (vii) any other insurances it is required to maintain by Law,

on terms as required by Law, or where the terms are not required by Law, on terms that a prudent insured would effect given the terms offered by the Australian insurance market at the time the policy is incepted.

1.2 Workers compensation insurance

- (a) The VC Developer must effect and maintain workers compensation insurance (unless the VC Developer is a licensed self-insurer under the relevant statutory scheme) which covers workers in accordance with any statute relating to workers or accident compensation:
 - (i) for the amount required by Law; and
 - (ii) in the name of the VC Developer and, where permissible under the relevant statutory scheme, extended to indemnify the Principal for its statutory liability to persons employed, or deemed to be employed, by the VC Developer.
- (b) The VC Developer must ensure that each of its Subcontractors effects and maintains workers compensation insurance which covers employees in accordance with any statute relating to workers or accident compensation:
 - (i) for the amount required by Law; and

- (ii) in the name of the Subcontractor and, where permissible under the relevant statutory scheme, extended to indemnify the Principal and the VC Developer for their statutory liability to persons employed, or deemed to be employed, by the Subcontractor.

1.3 Professional indemnity insurance

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

1.4 Construction Plant insurance

[Redacted]

1.5 Motor vehicle and plant insurance

- [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
- [Redacted]

1.6 Contract works (material damage) insurance

[REDACTED]

- [REDACTED]
[REDACTED]
- [REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

1.7 Public and products liability insurance

- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

2. DEVELOPER'S OBLIGATIONS

2.1 Provisions in policies

The VC Developer must ensure that:

- (a) it uses reasonable endeavours to ensure that the insurance required to be effected by the VC Developer under clause 1.6 of this Schedule A16 contains a provision approved by the Principal that requires the insurer to notify the Principal (in writing) whenever:
 - (i) it receives a notice under or in connection with the policy, including any claim; and
 - (ii) it gives any insured a notice under or in connection with the policy, which in the case of a notice of cancellation must be given to the Principal 30 days prior to the cancellation of the policy;
- (b) the insurance referred to in clause 1.7 of this Schedule A16 provides that:
 - (i) all insurance agreements and endorsements (with the exception of limits of liability) name, and operate as if there was a separate policy of insurance covering each of the insureds such that any act, error or omission or state of knowledge or intent will not be imputed to any other insured for the purposes of determining rights to indemnity;
 - (ii) failure by any insured to observe and fulfil the terms of the policy does not prejudice the insurance of any other insured;
 - (iii) any non-disclosure by one insured does not prejudice the right of any other insured to claim on the policy;
 - (iv) a notice to the insurer by one insured will be deemed to be notice by all insured parties; and
 - (v) the insurer waives all rights, remedies or relief to which it might become entitled by way of subrogation against the insureds; and
- (c) each insurance required to be effected by the VC Developer under clause 1.6 of this Schedule A16 (other than statutory insurances):
 - (i) is effected with insurers with a financial strength of not less than Standard & Poors A- or an equivalent rating from another recognised rating agency;
 - (ii) is on terms which a prudent and experienced contractor carrying out works similar to the OSD Works would effect and maintain;
 - (iii) does not contain any non-market standard exclusions, endorsements or alterations which would limit the scope of coverage relevant to the OSD Works; and
 - (iv) covers any liability for GST such that the proceeds of any claim under each policy (after payment of GST) are sufficient to fully indemnify the insured who suffers the loss that is claimed (including in respect of any liability for GST).

**SCHEDULE A17
Insurance Policies**

(Clause 29.2)

For the purposes of clause 29.2 of the OSD PDA, refer to the following insurance policy documents which are included as electronic files in Schedule F1:

| No. | Principal's Insurance | Relevant documents | Electronic file name |
|---------------|--|--------------------|----------------------|
| Part A | | | |
| 1. | Contract works (material damage) insurance | | |
| 2. | Public and products liability insurance | | |

| | | | |
|---------------|--|--|--|
| | | | |
| 3. | DSU Insurance (OSD Works) | | |
| Part B | | | |
| 4. | DSU Insurance (Retail Works and ██████████ ██████████) | | |

SCHEDULE A18
Site Interface Deed Poll

(Clause 6.3(b))

THIS DEED POLL is made the _____ day of _____ 20

IN FAVOUR OF:

- (1) [Insert name] ABN [number] of [address] (**Site Contractor**); *[Drafting Note: If clause 6.3(b)(iii) of the OSD PDA applies, this will be the VC Developer. If clause 9.7(d) of the OSD PDA applies, this will be the appointed principal contractor in respect of the Station Lot.]*
- (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
 - (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):

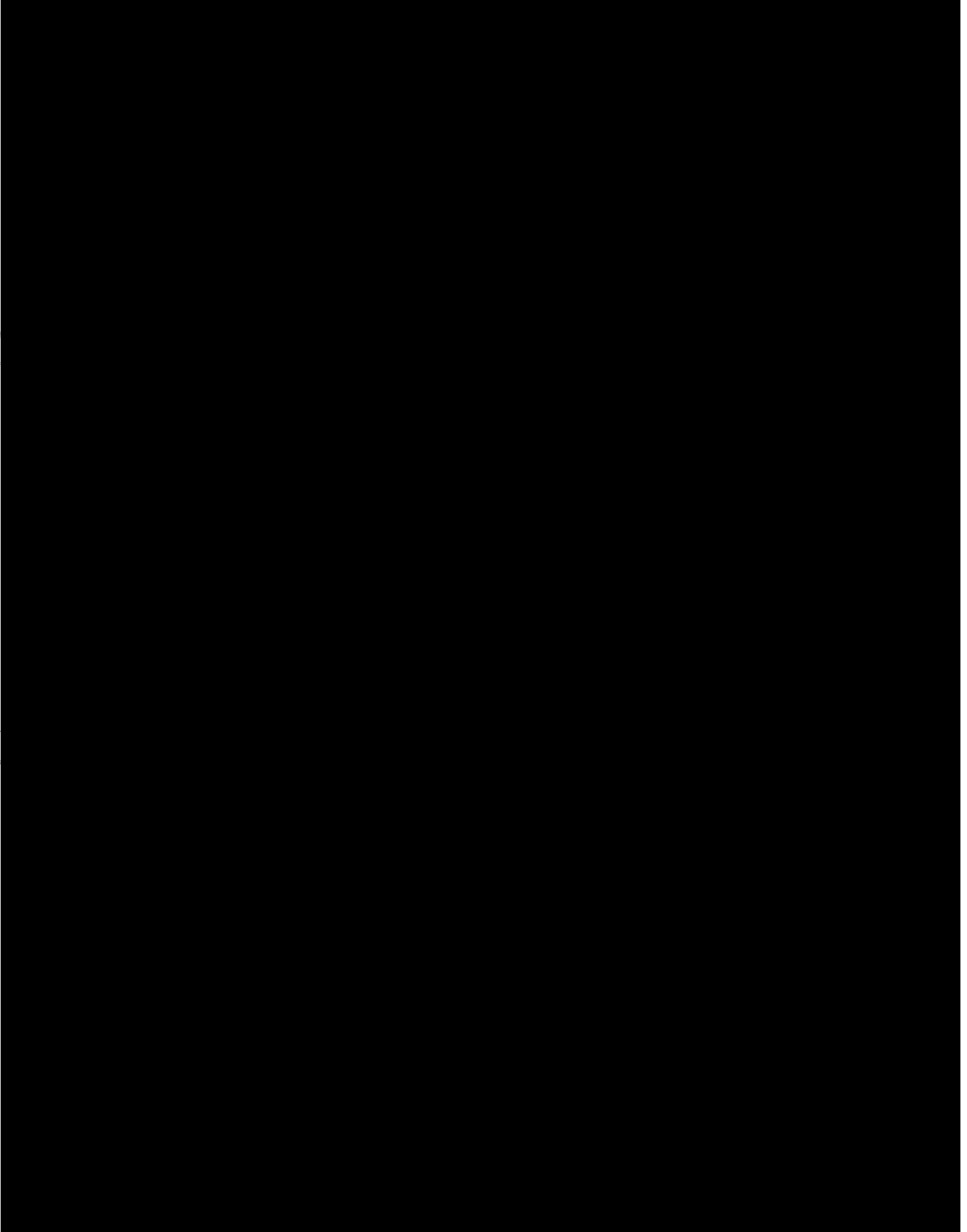
Signature of director

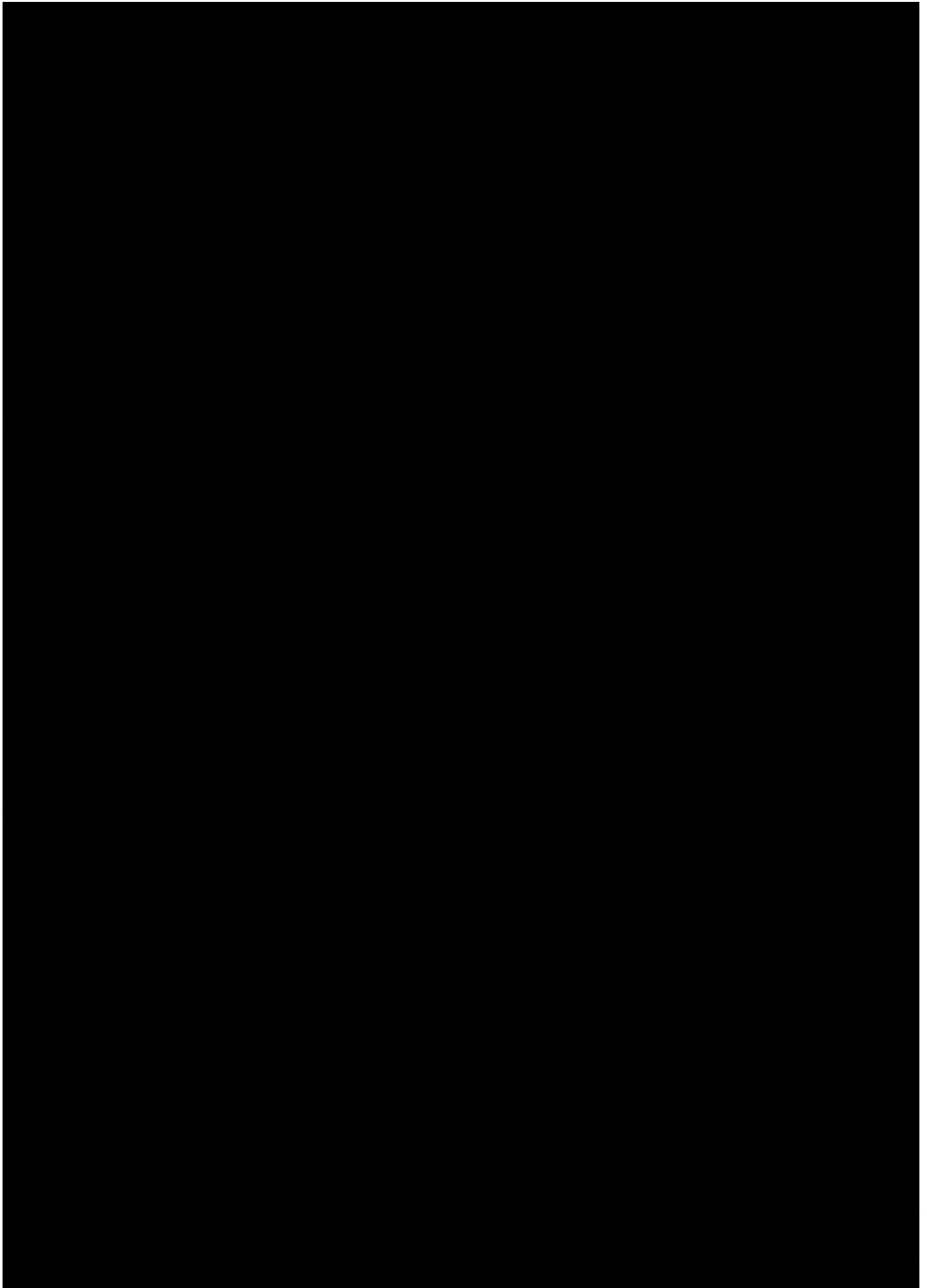
Signature of company secretary/other director

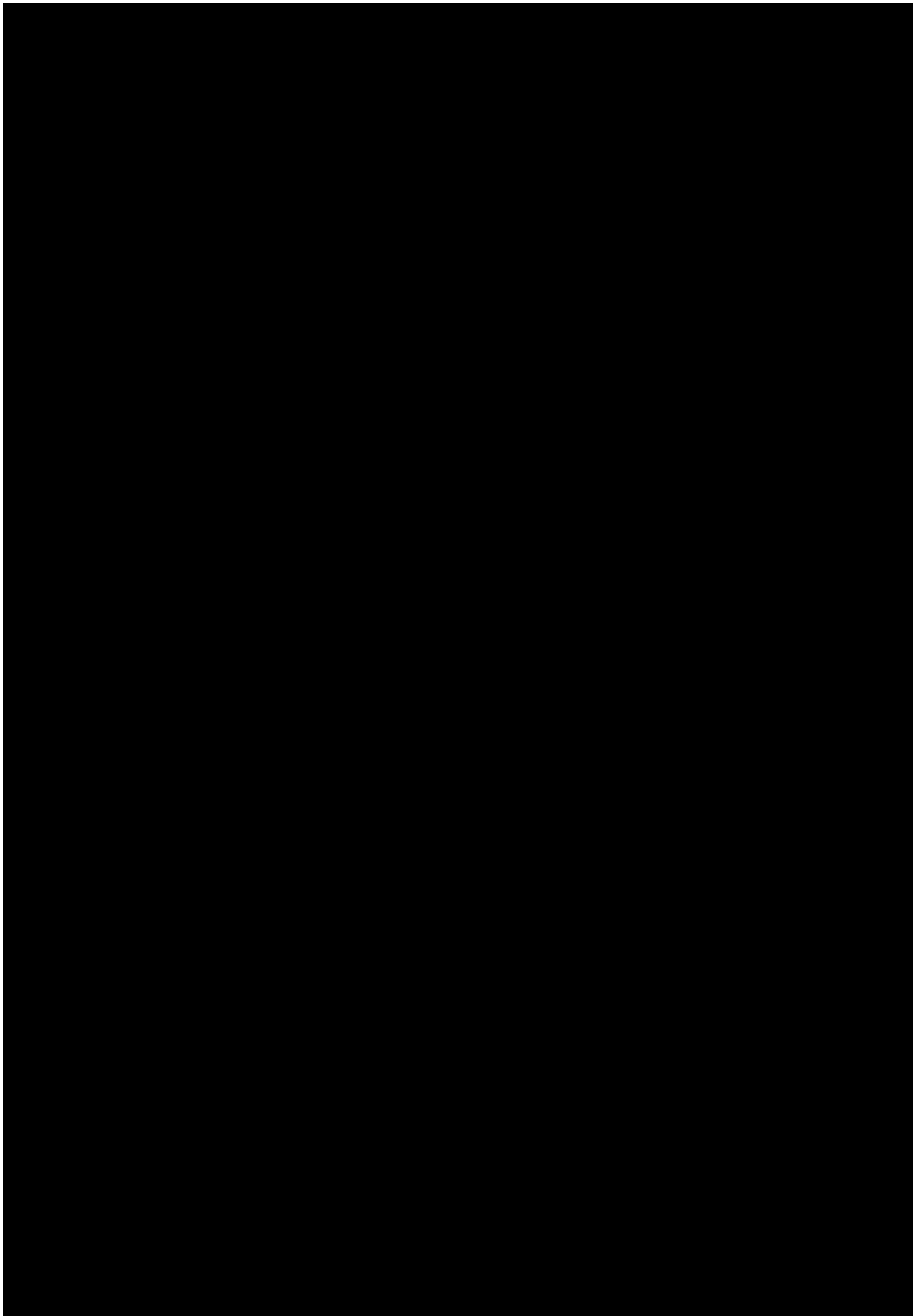
Full name of director

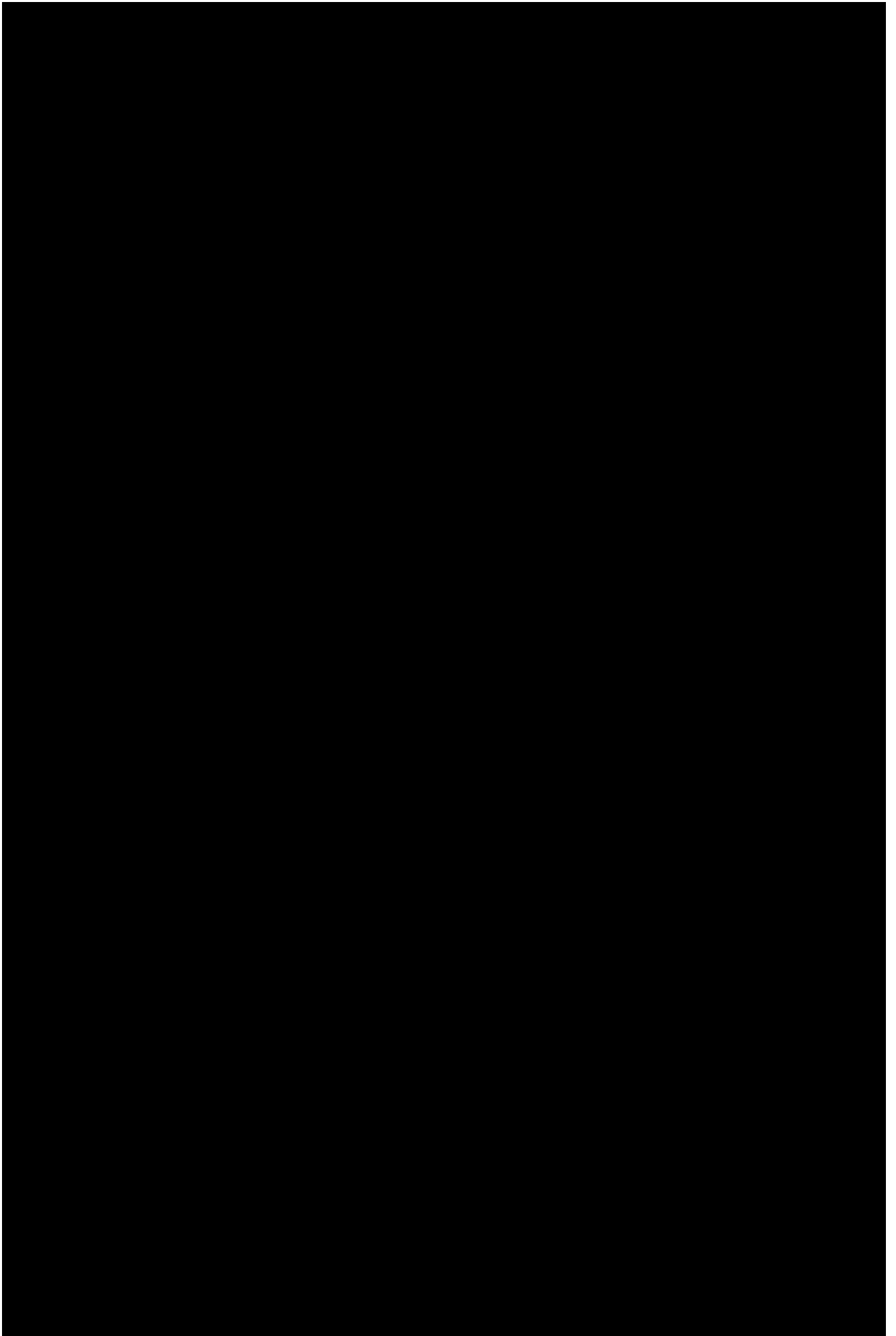
Full name of company secretary/other director

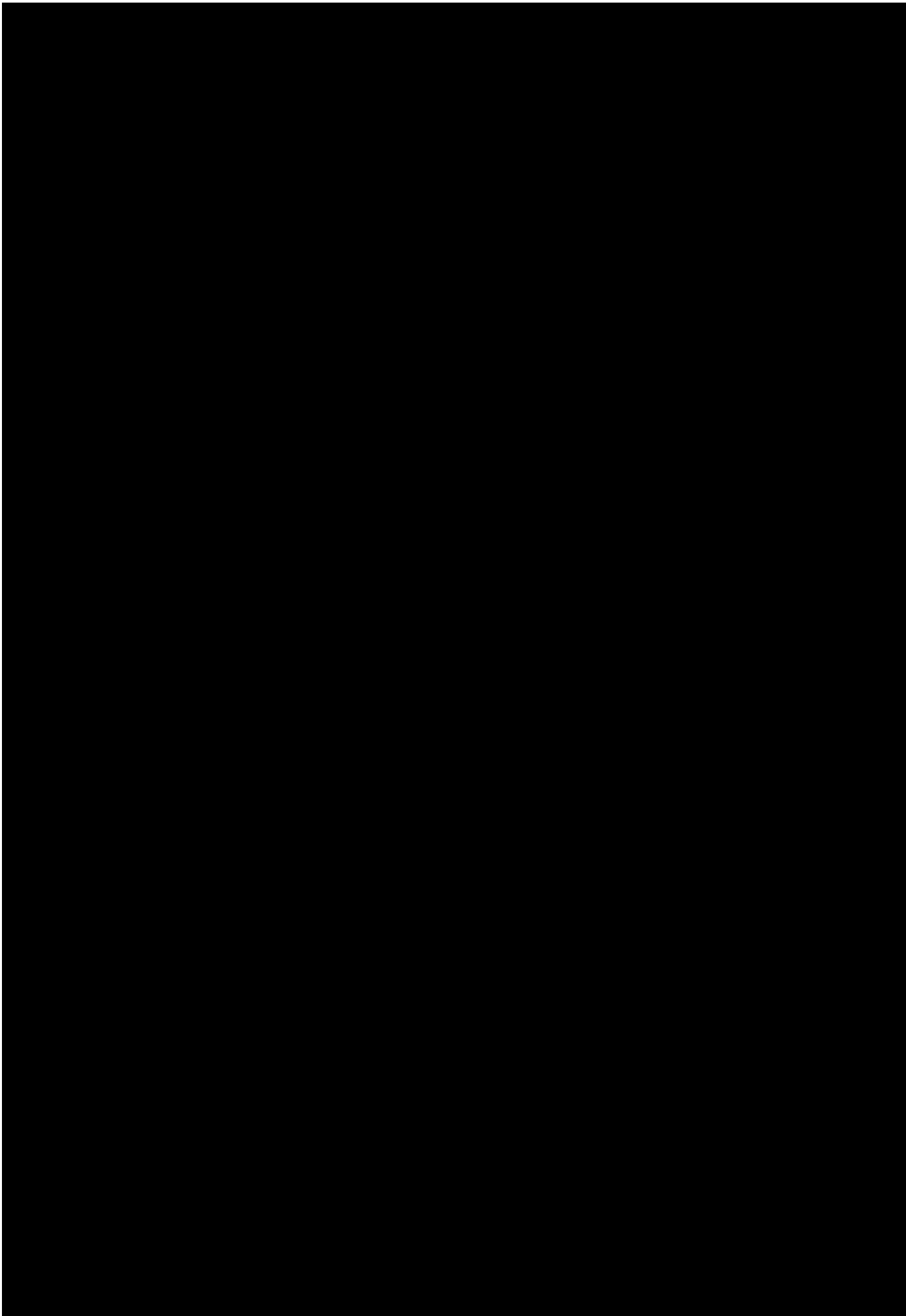
**SCHEDULE A19
D&C Side Deed**

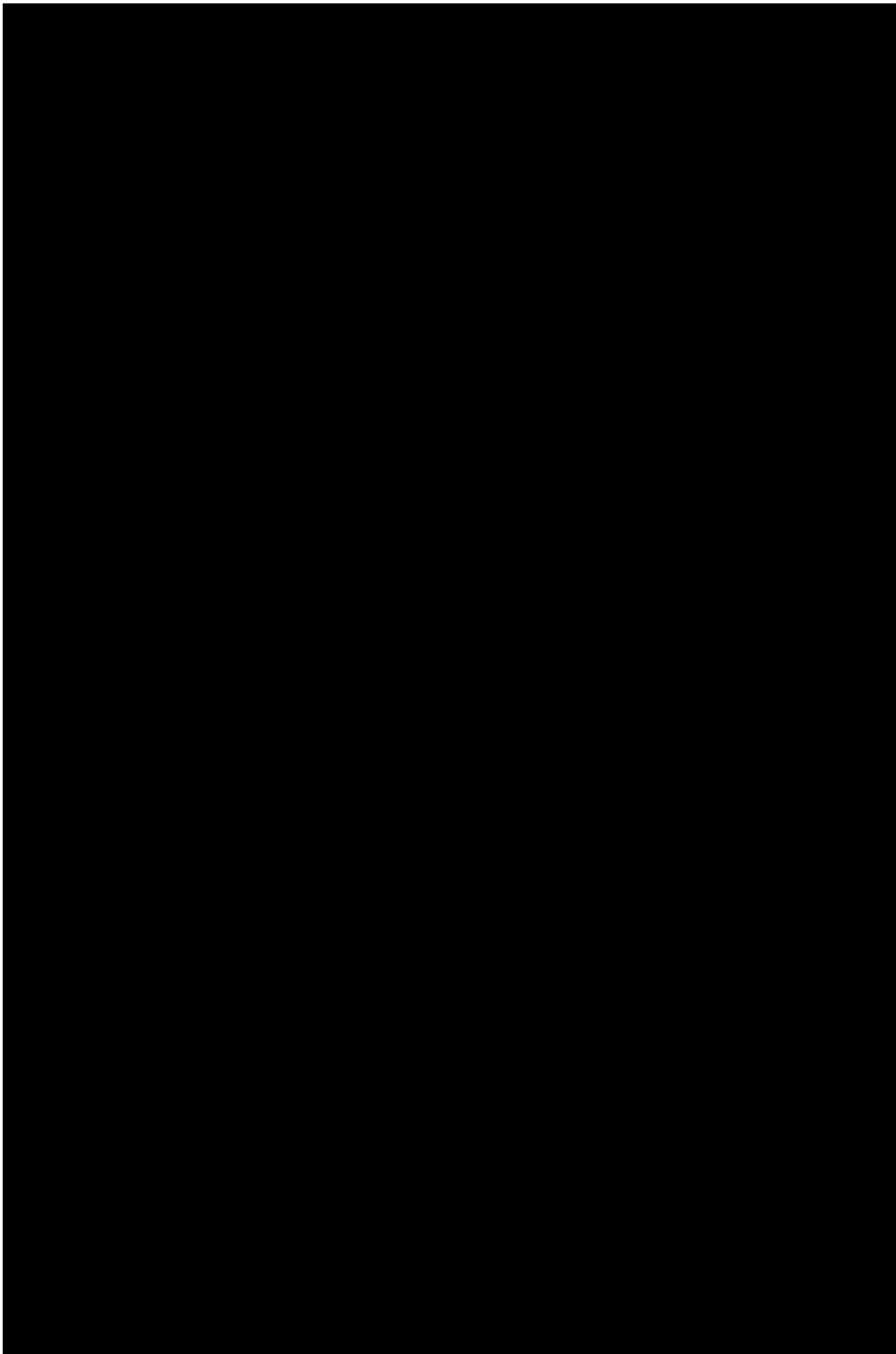


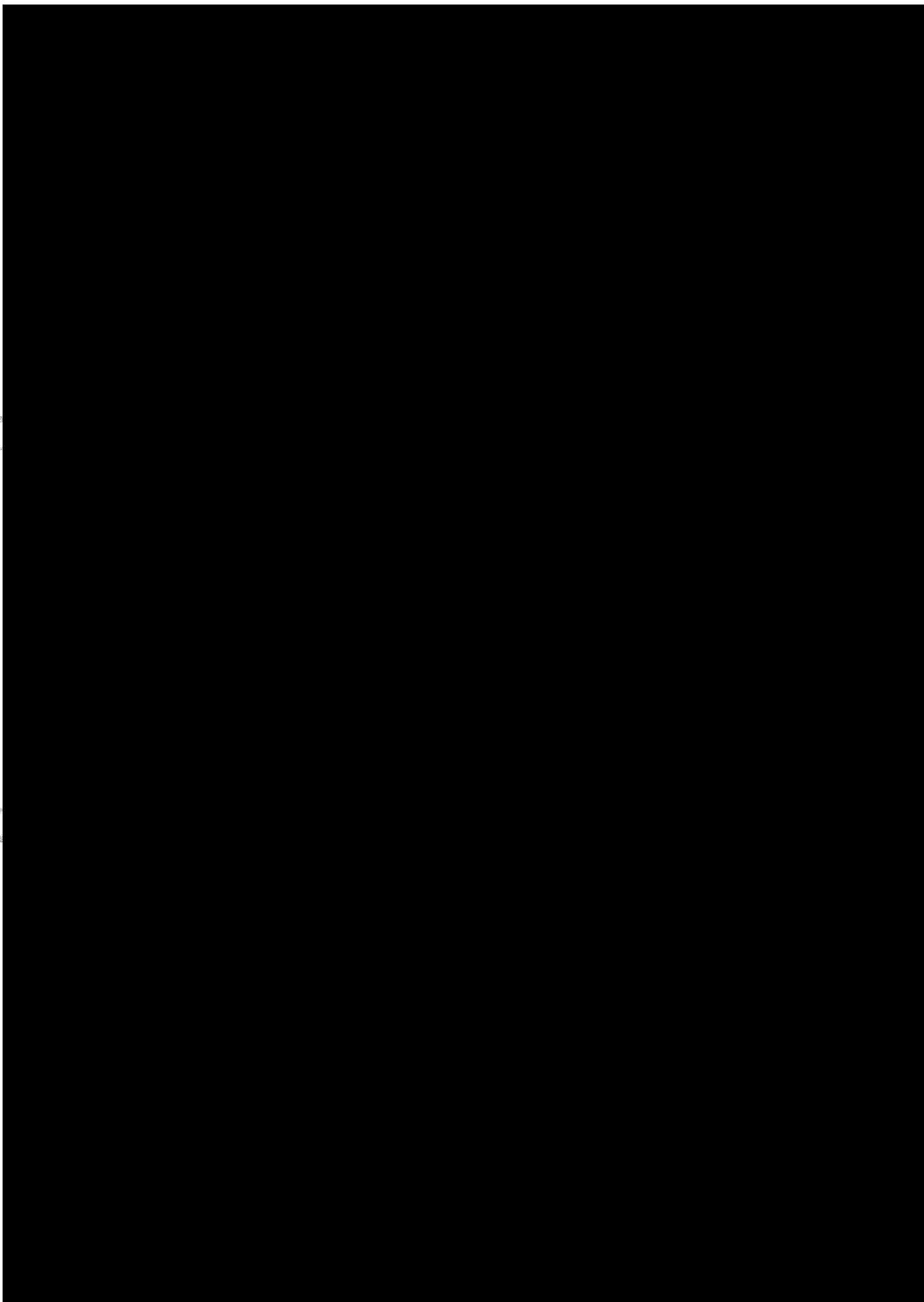


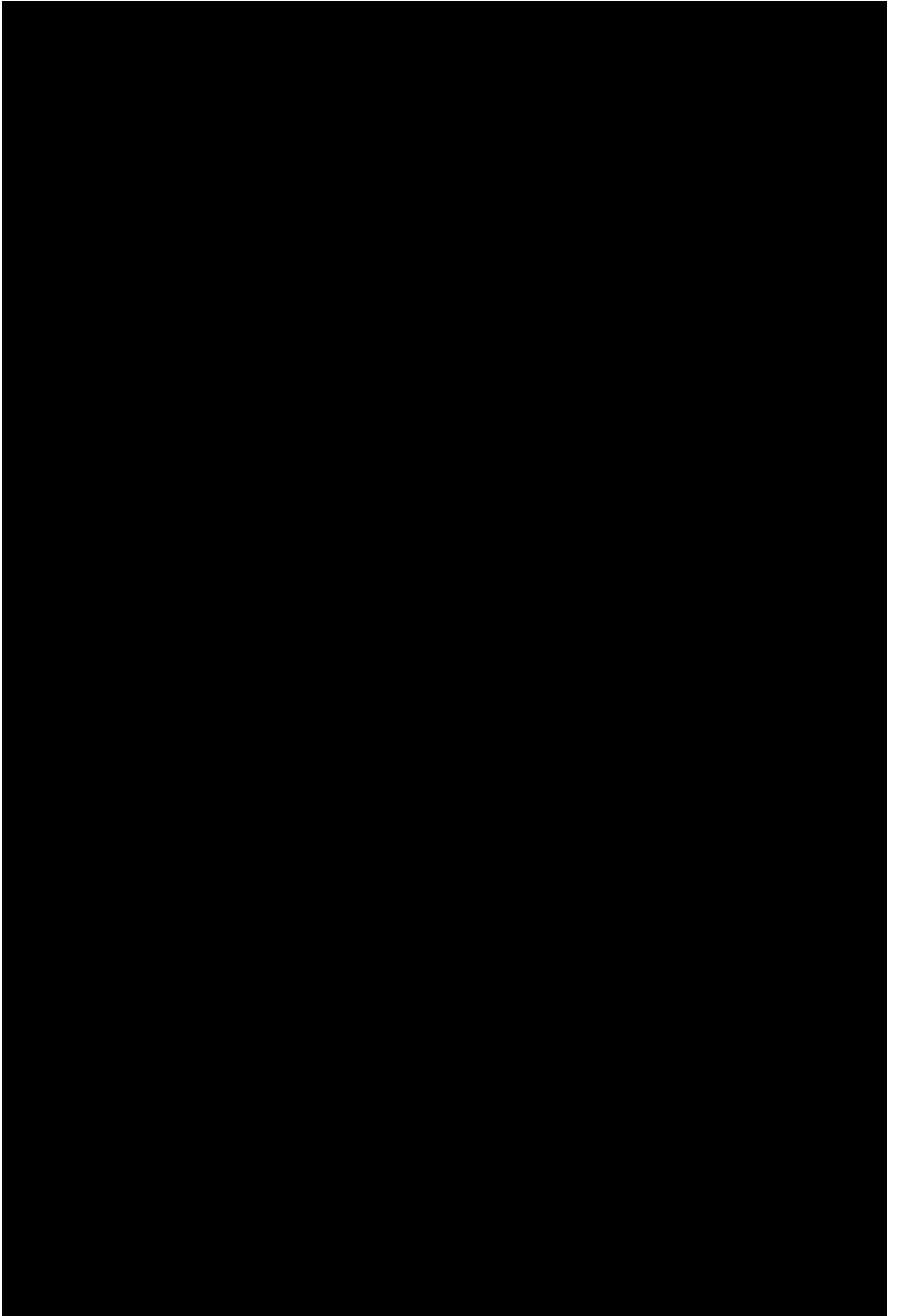


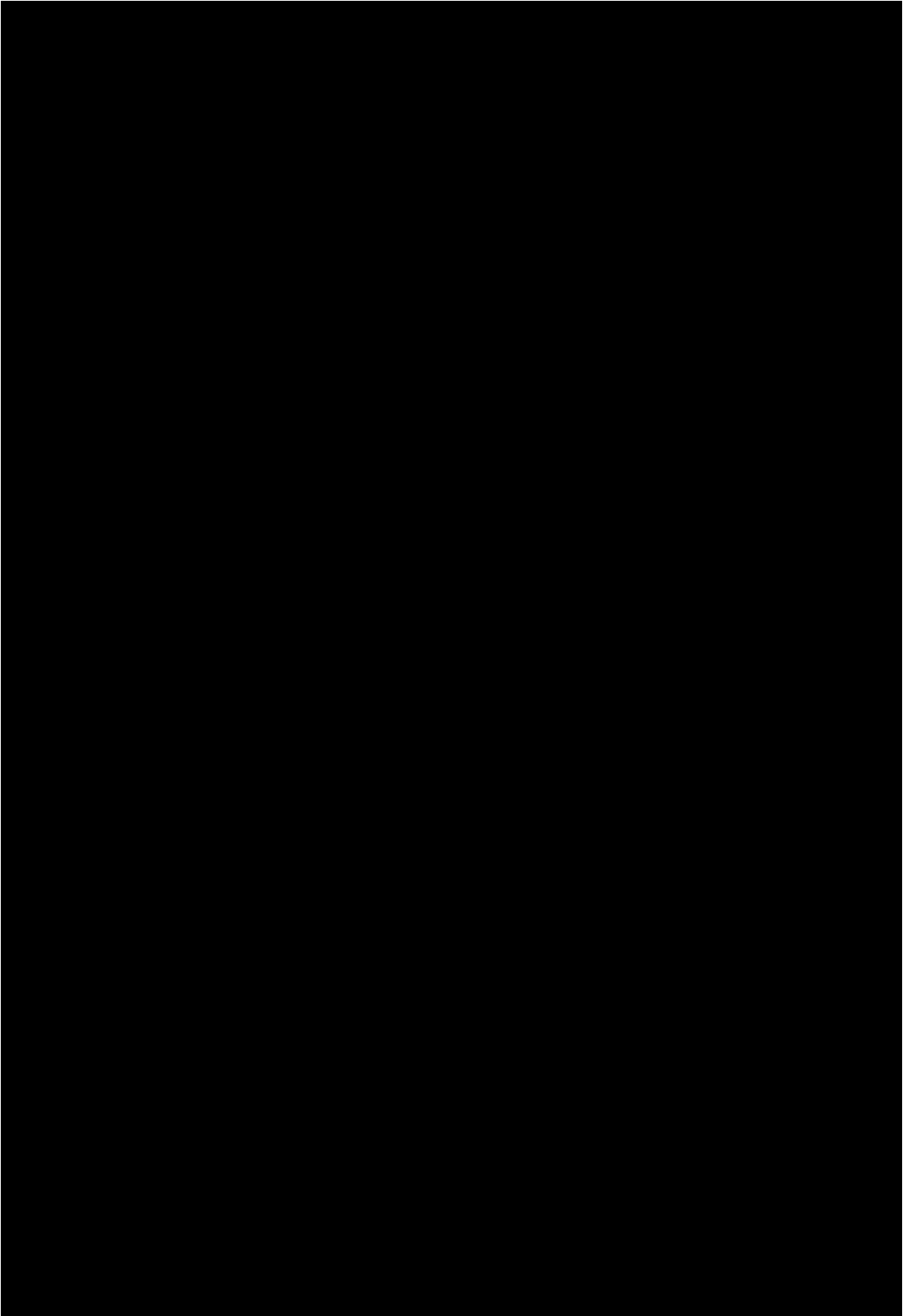


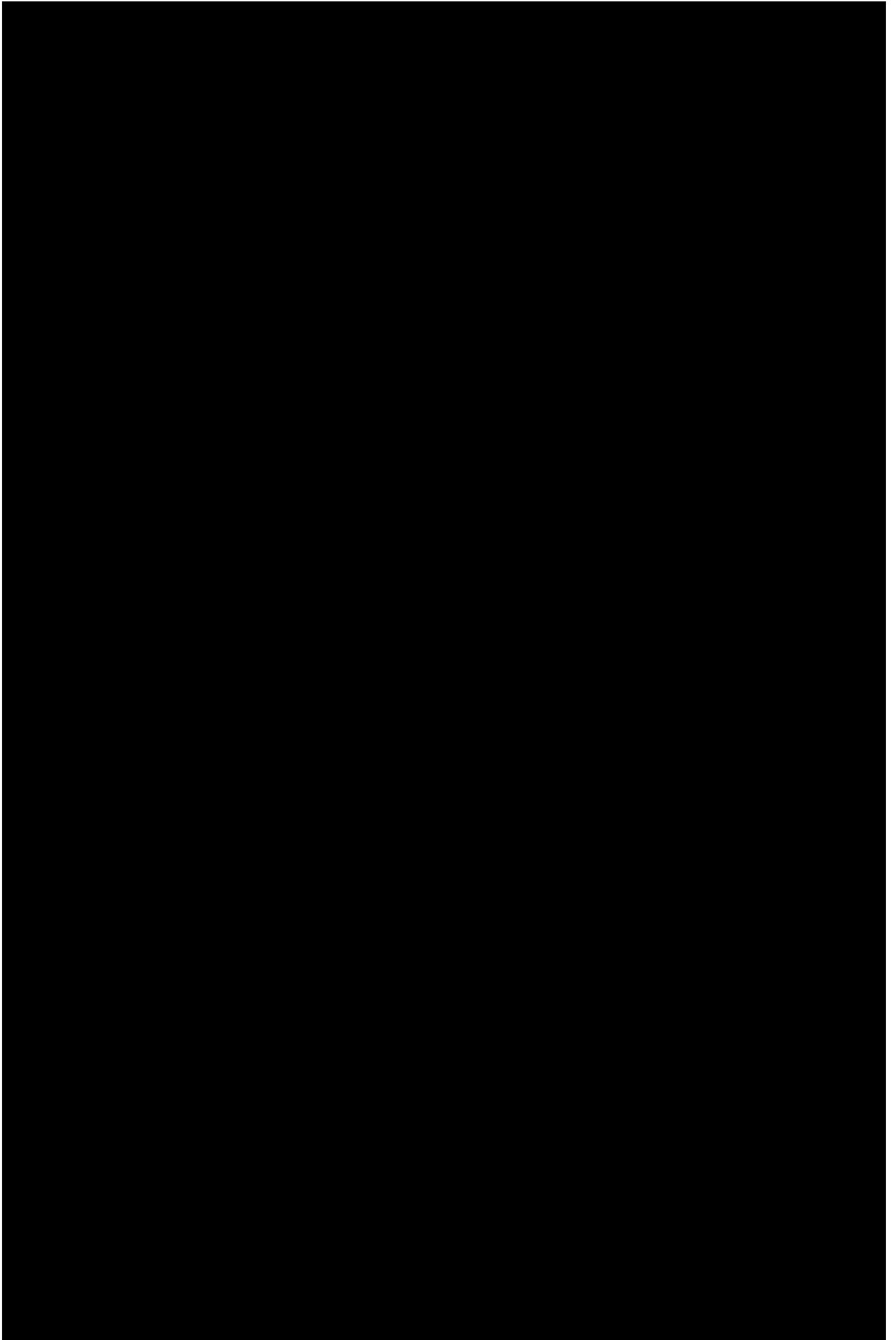


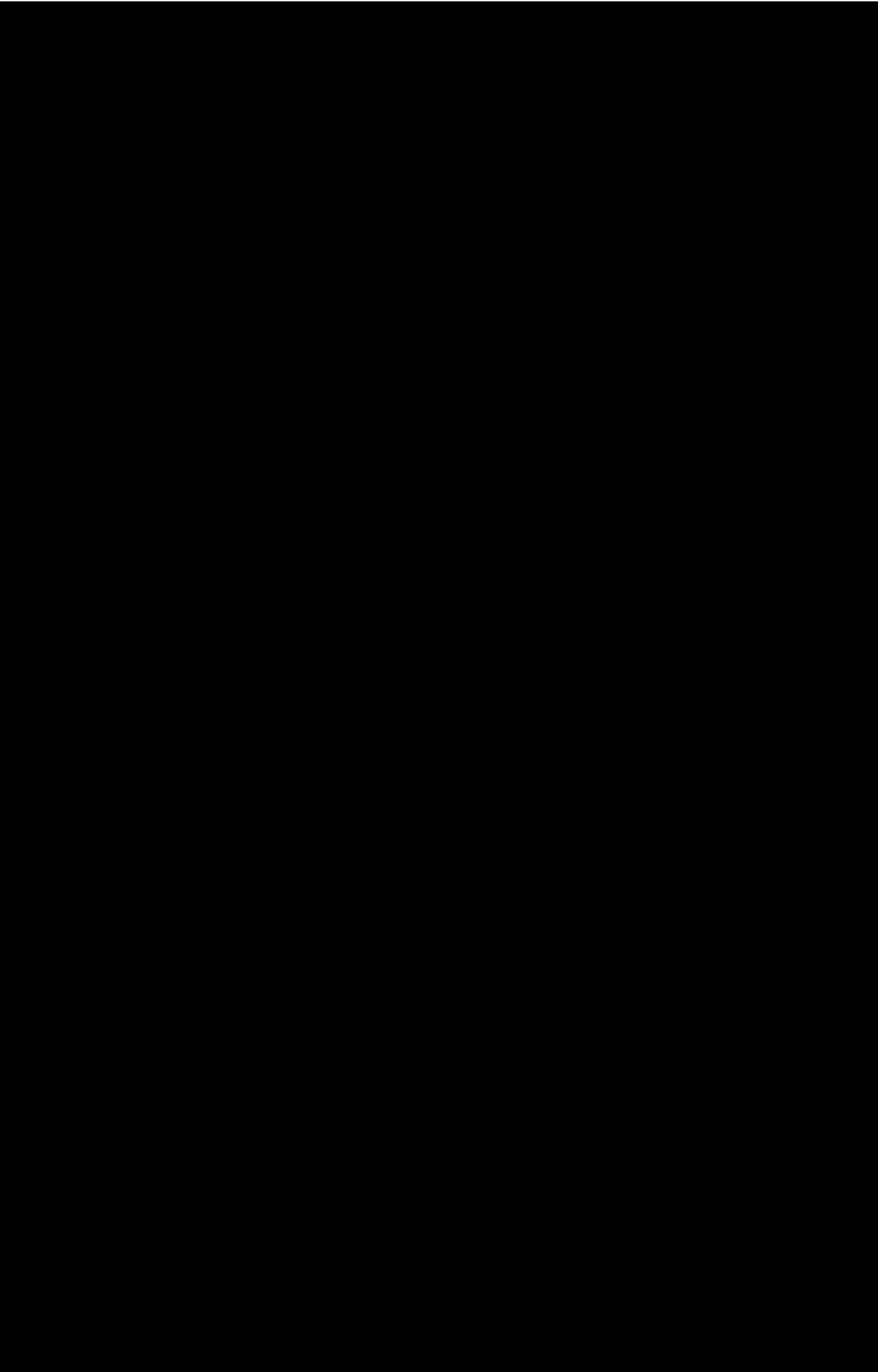


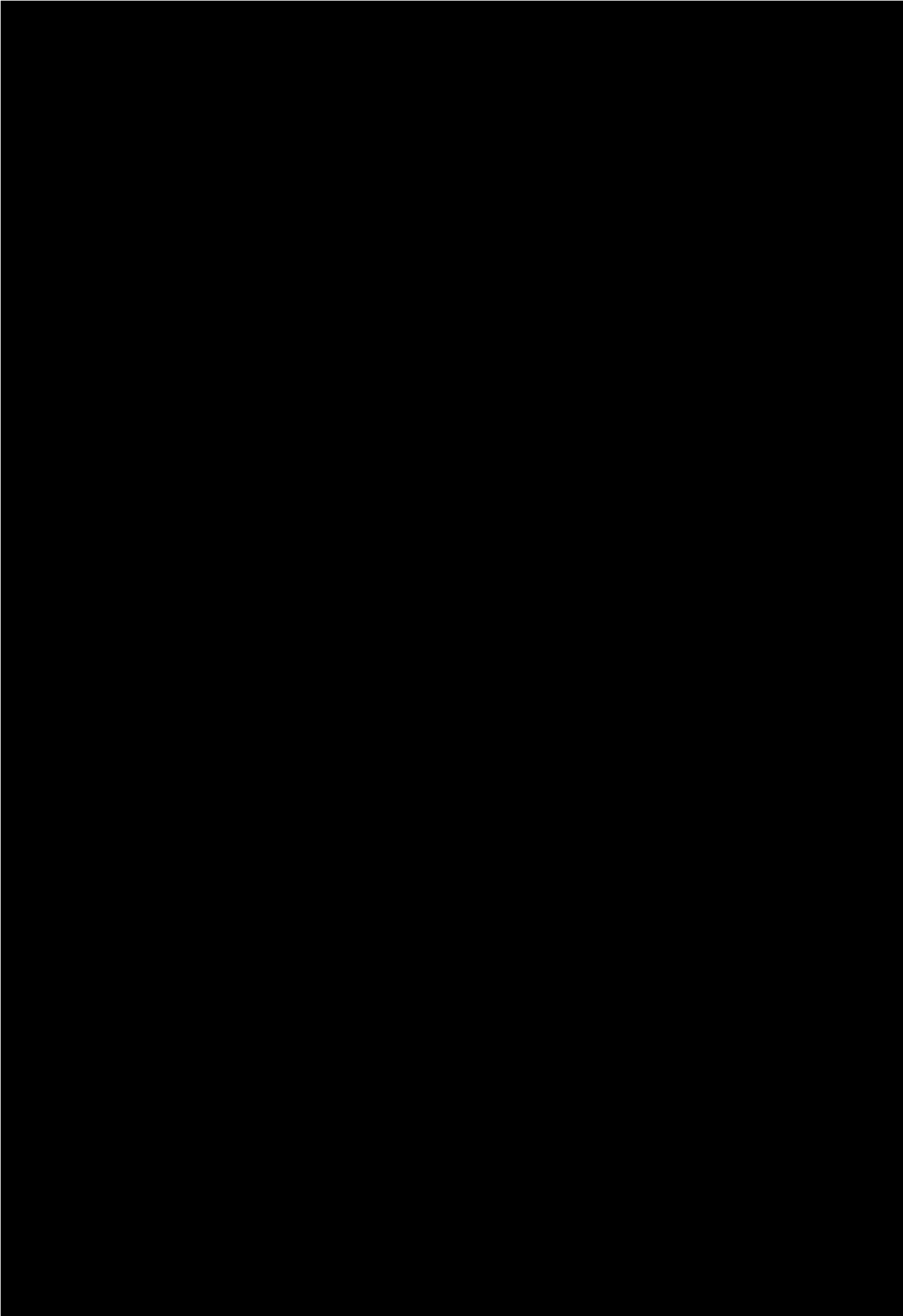


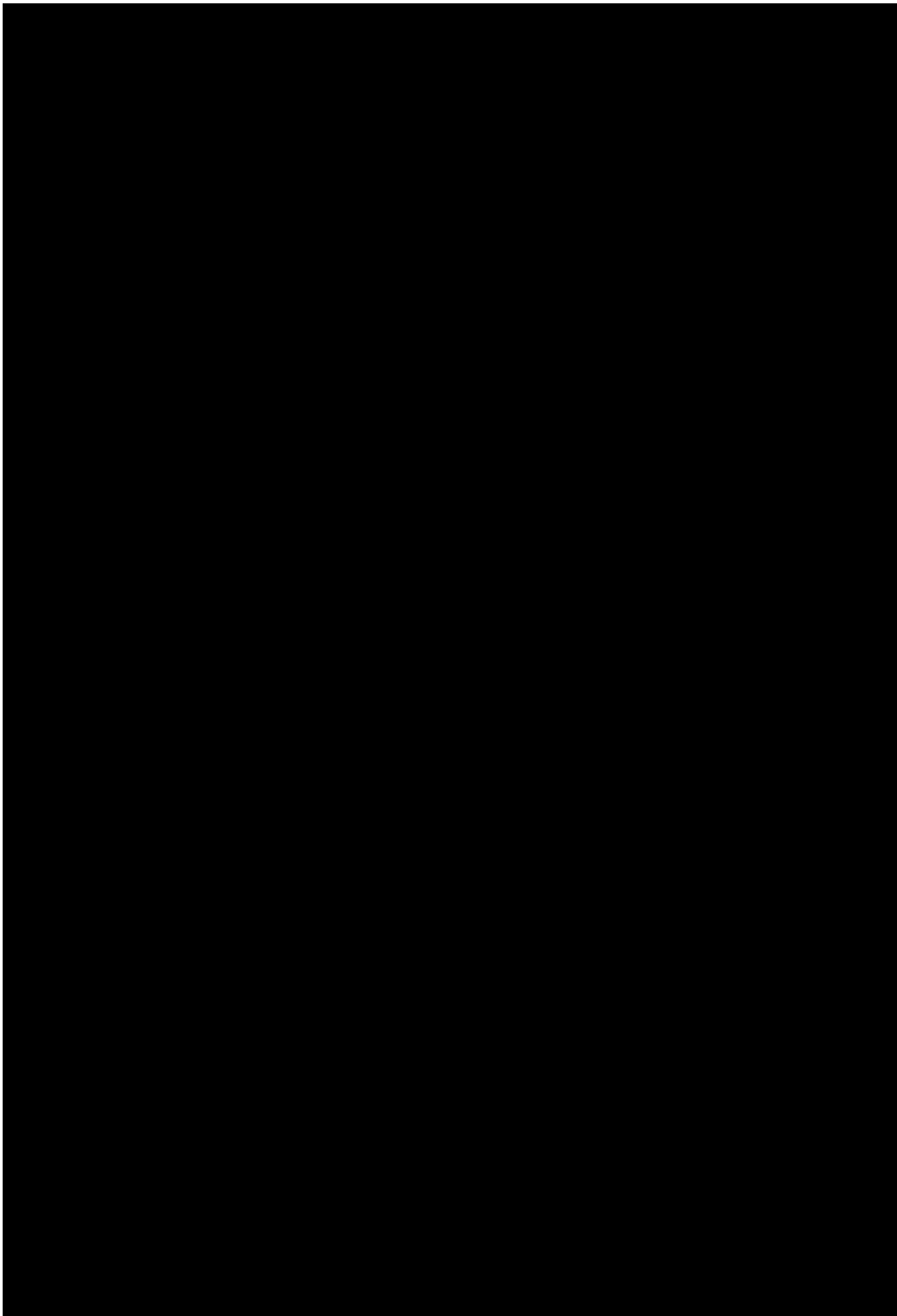


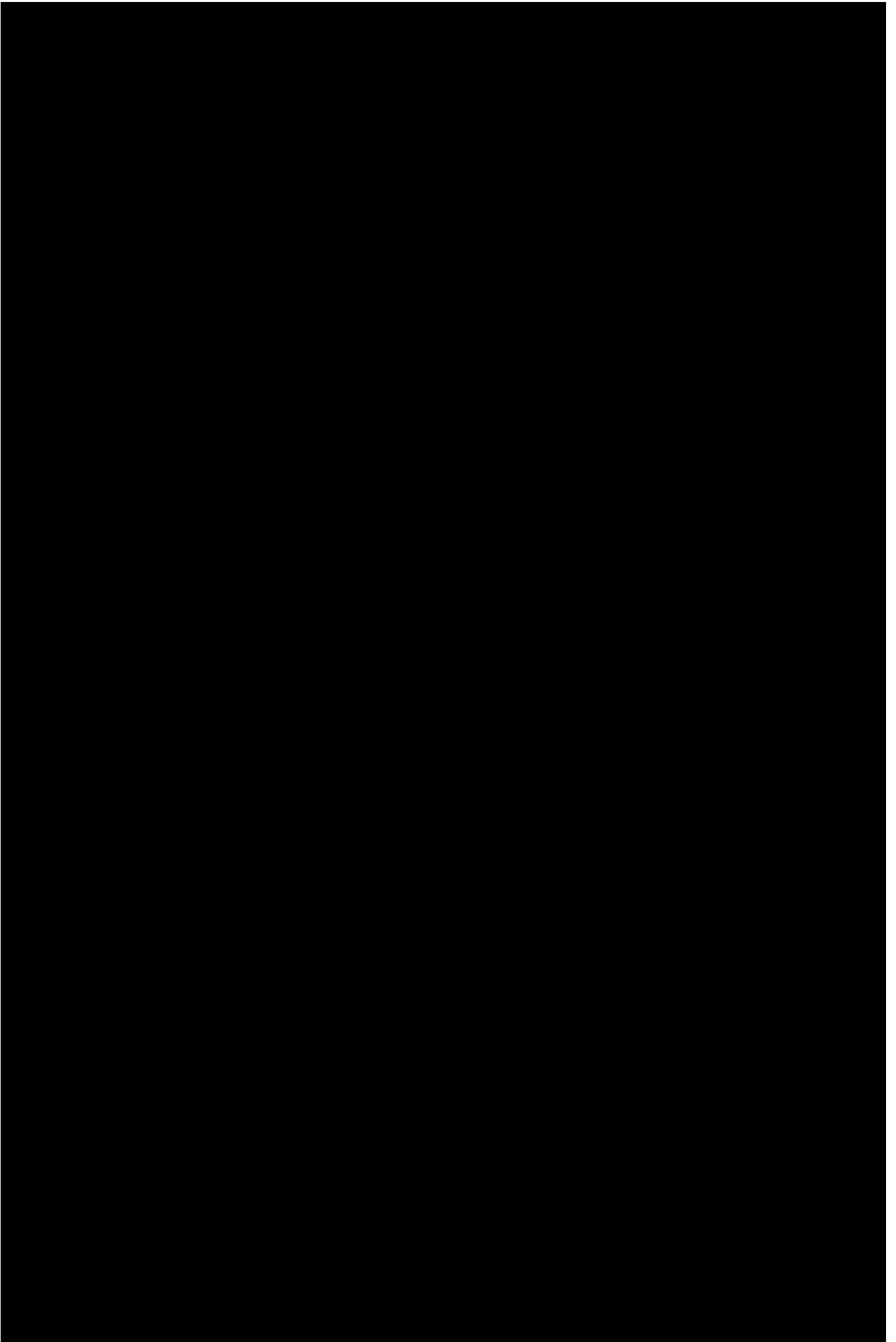


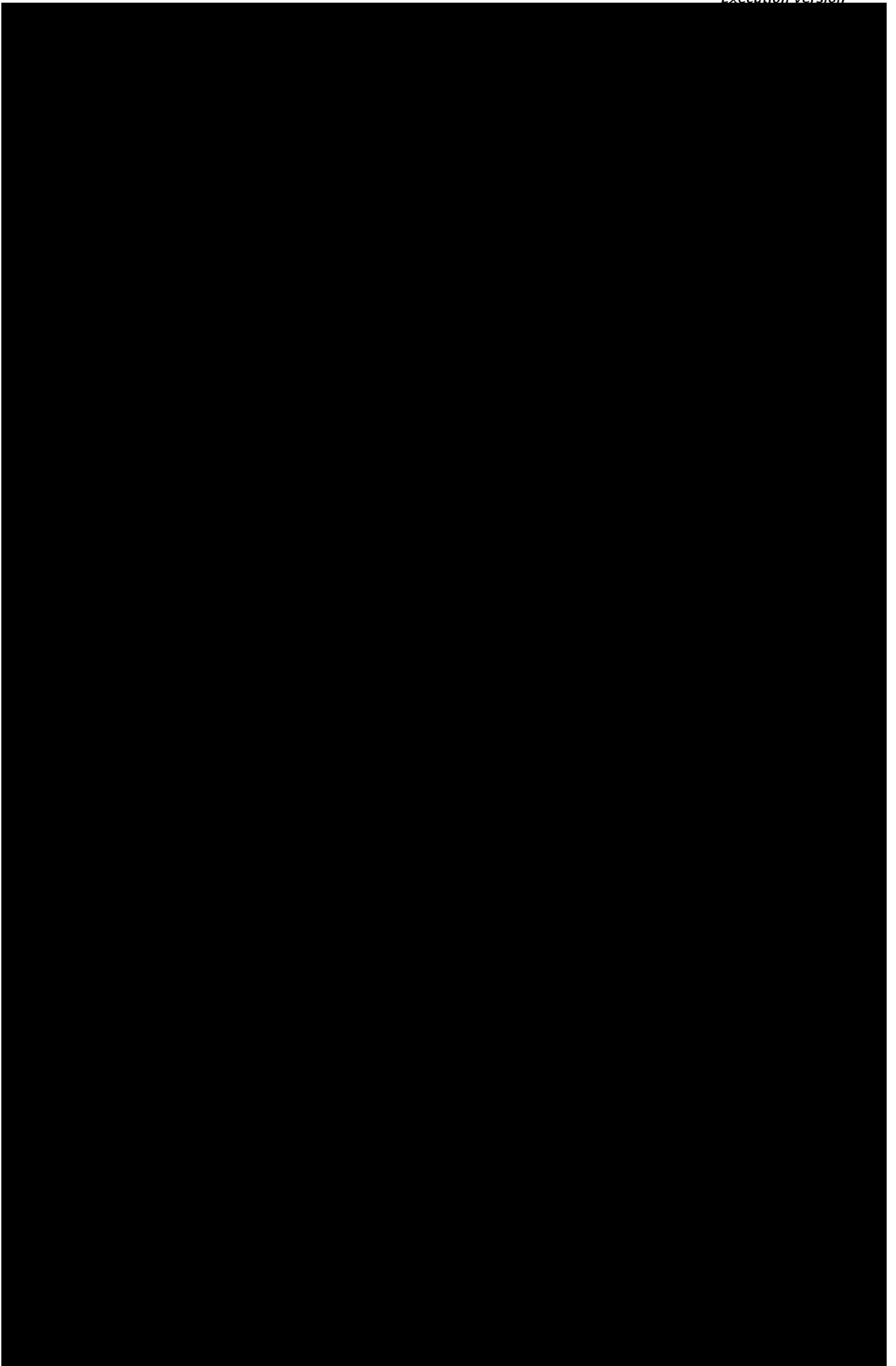


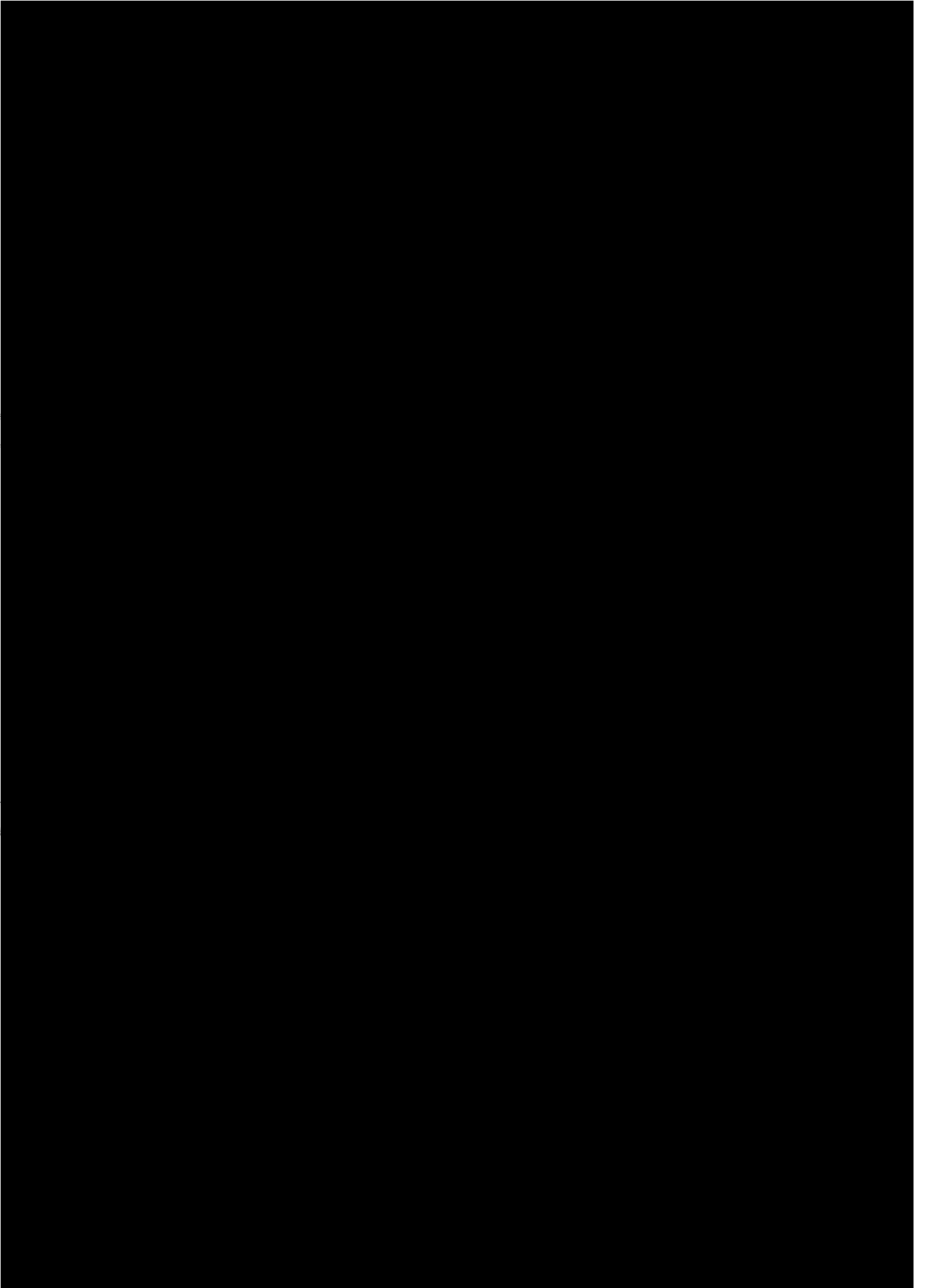


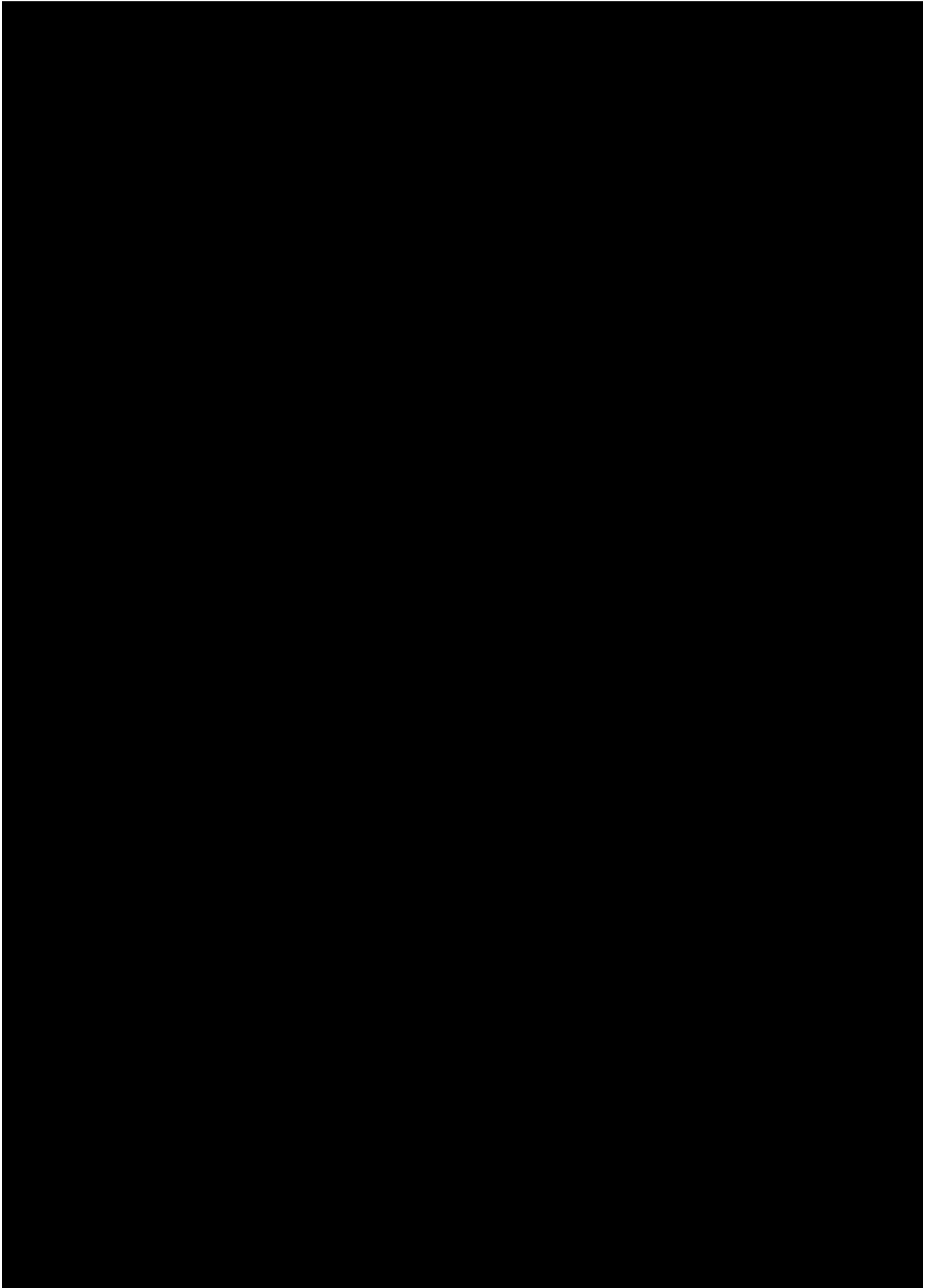


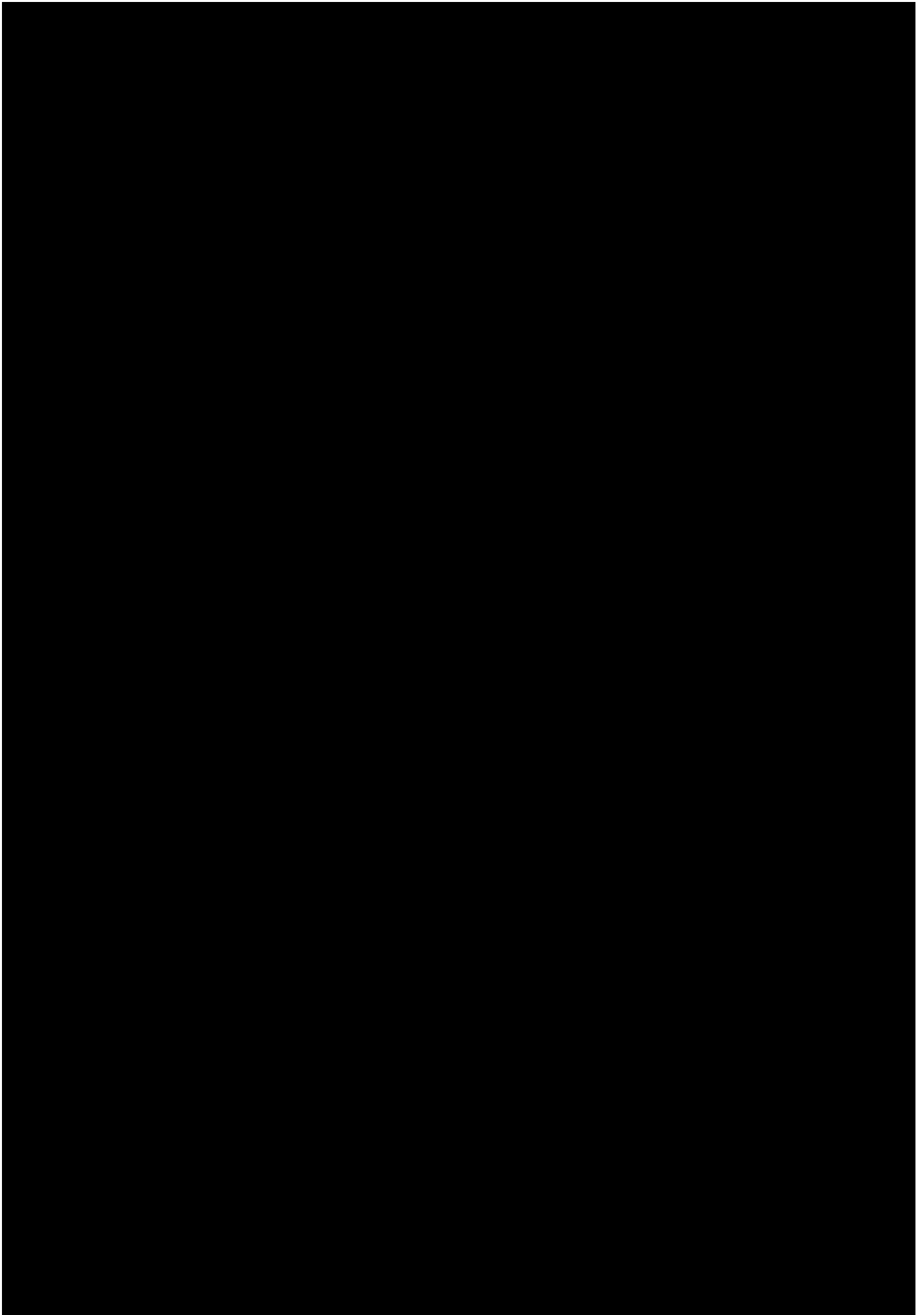


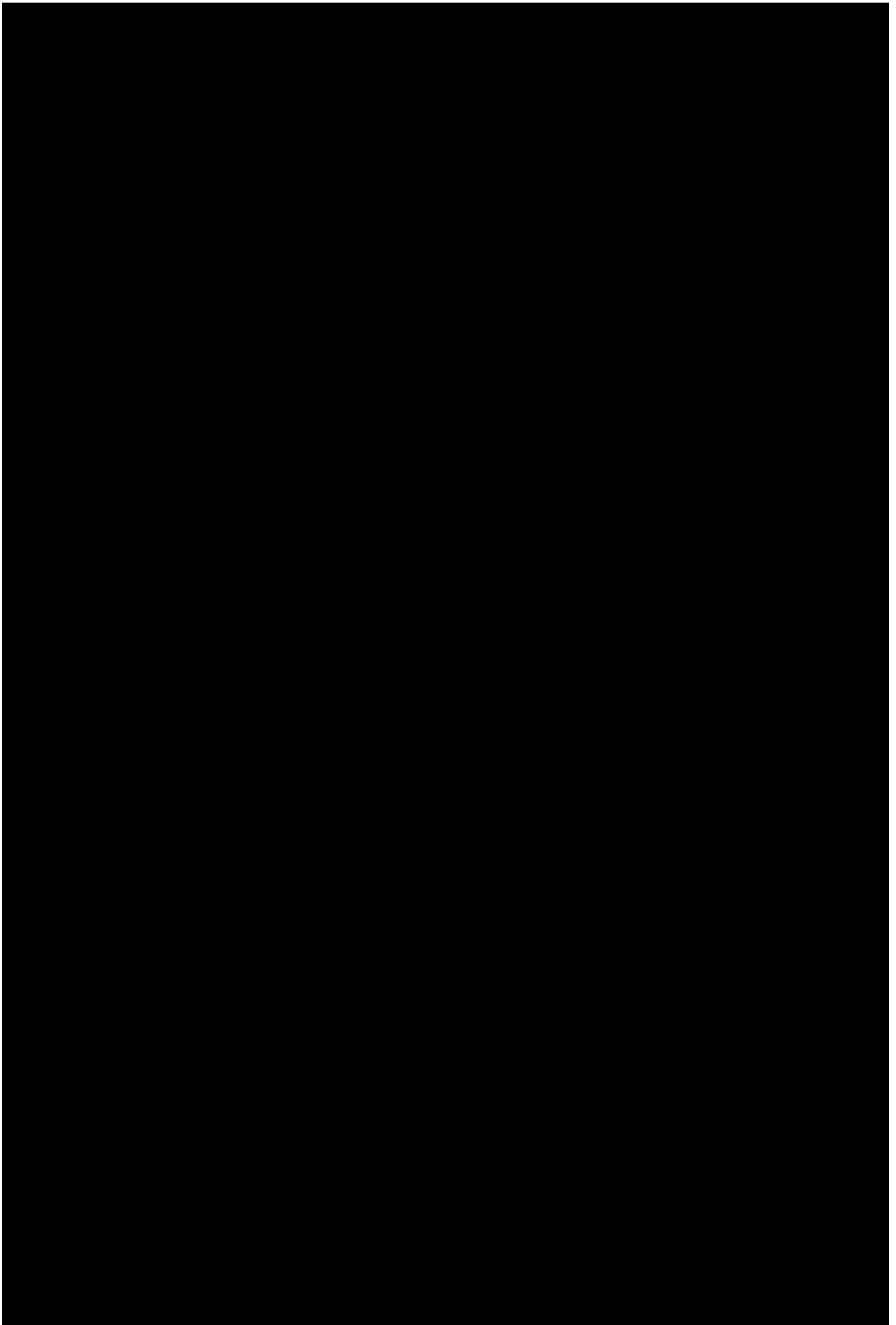


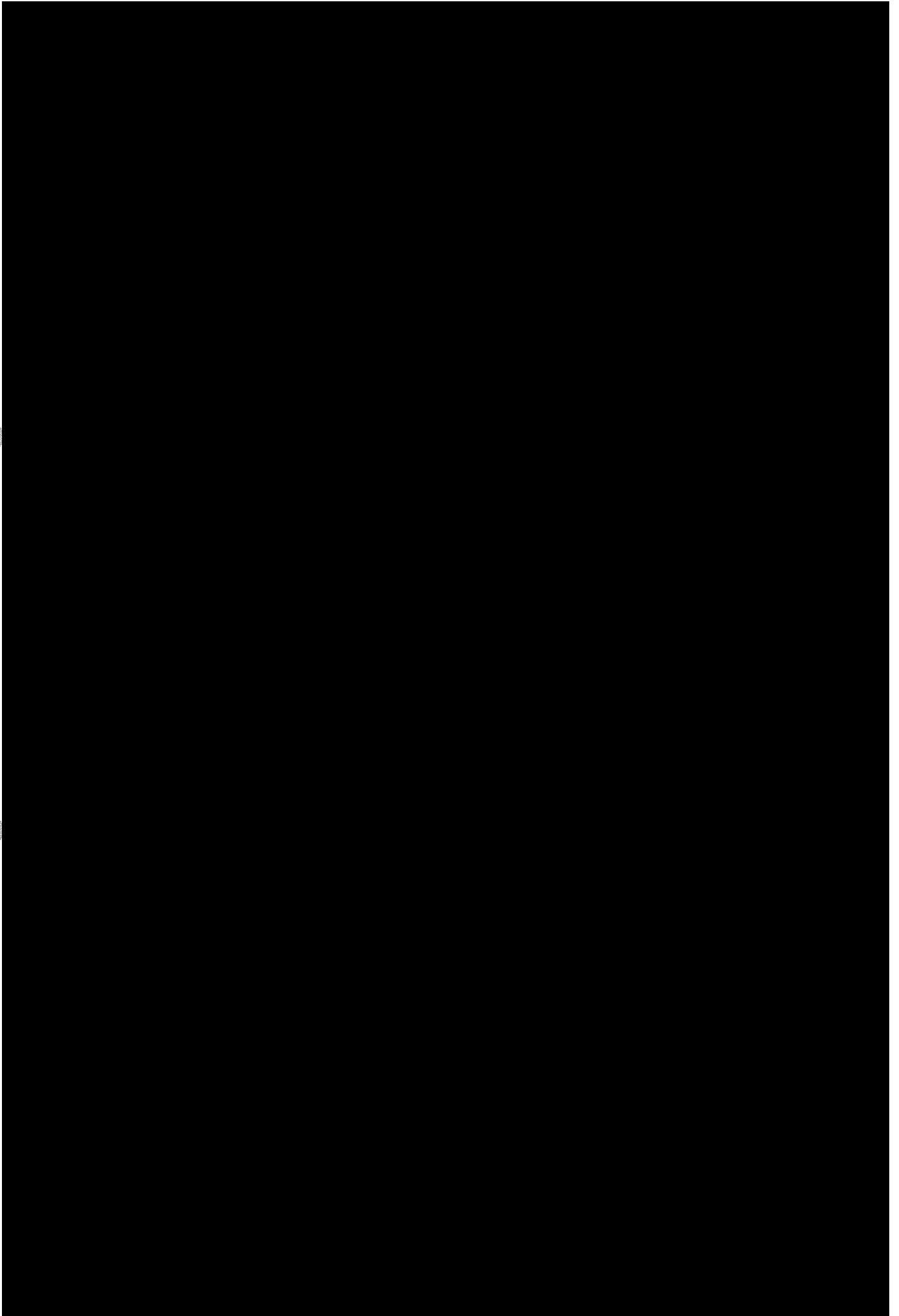


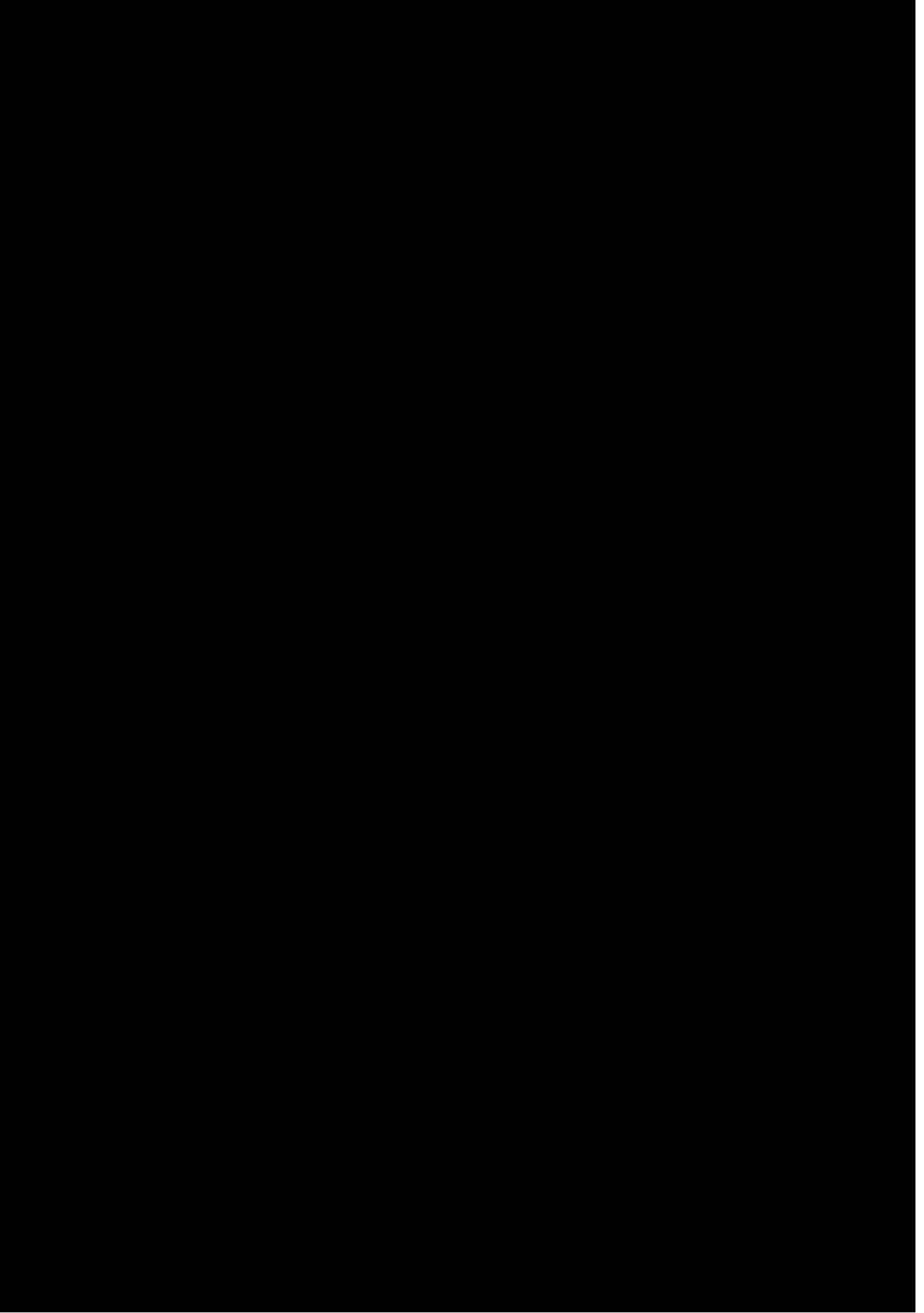


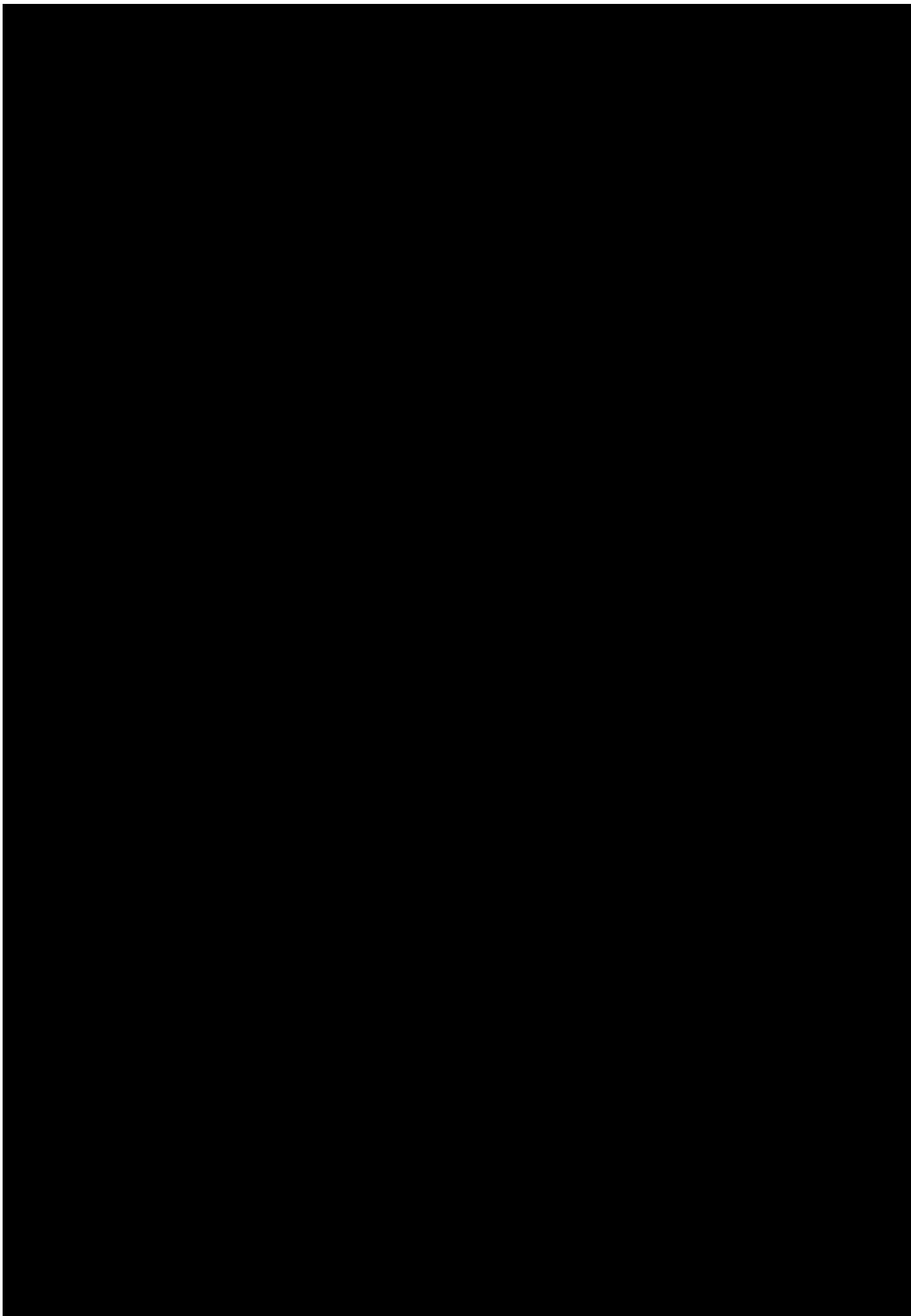


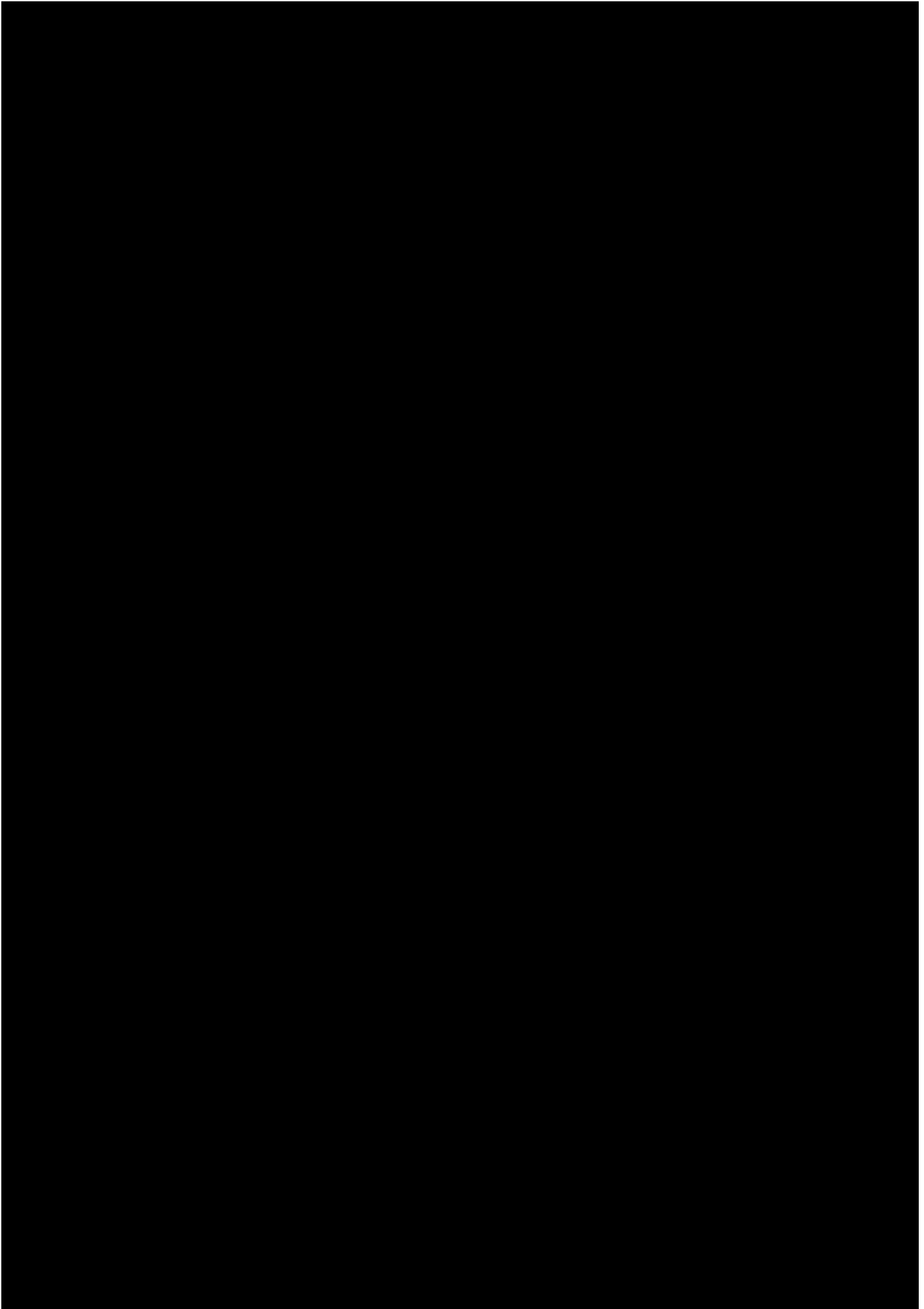


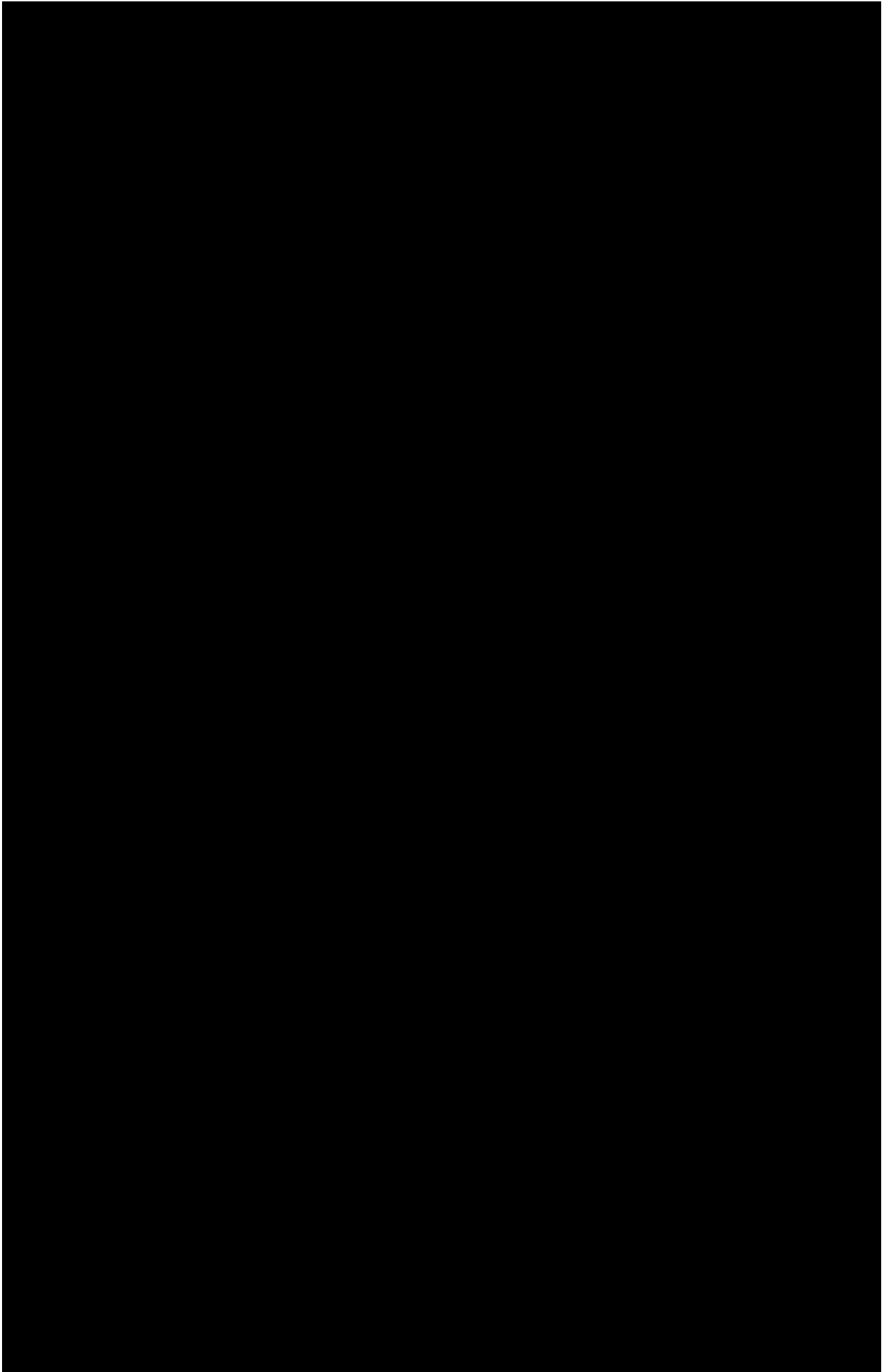


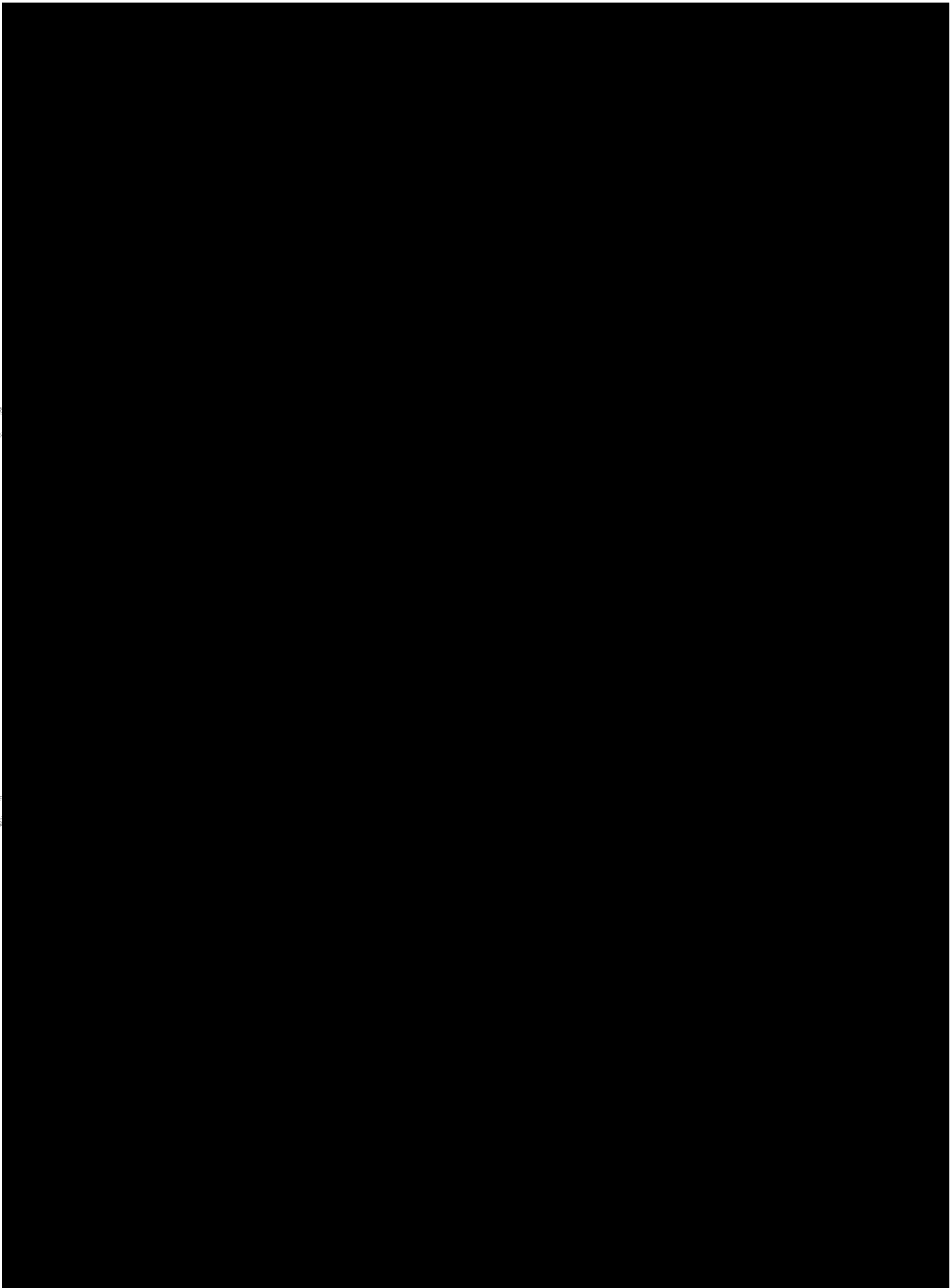


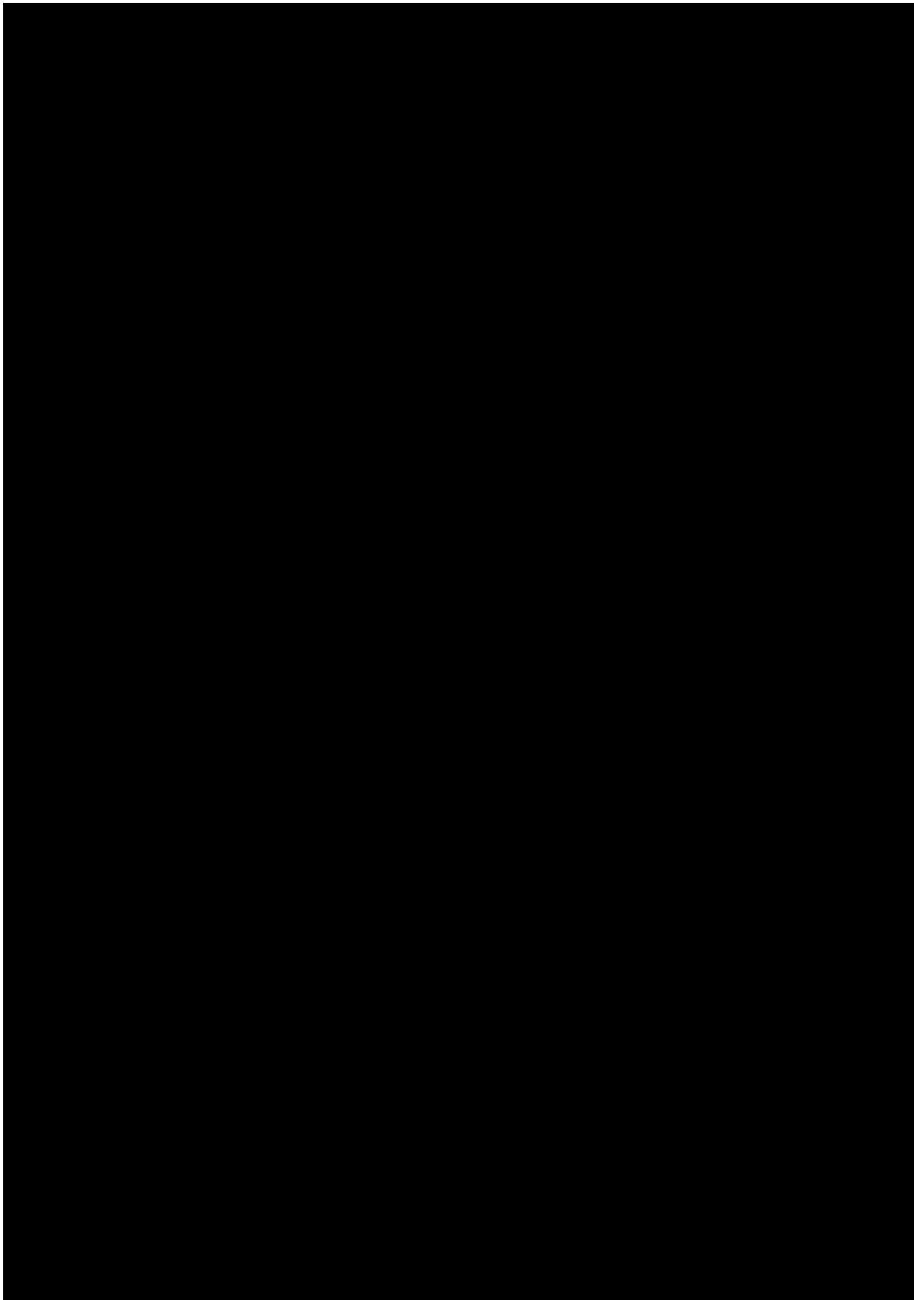


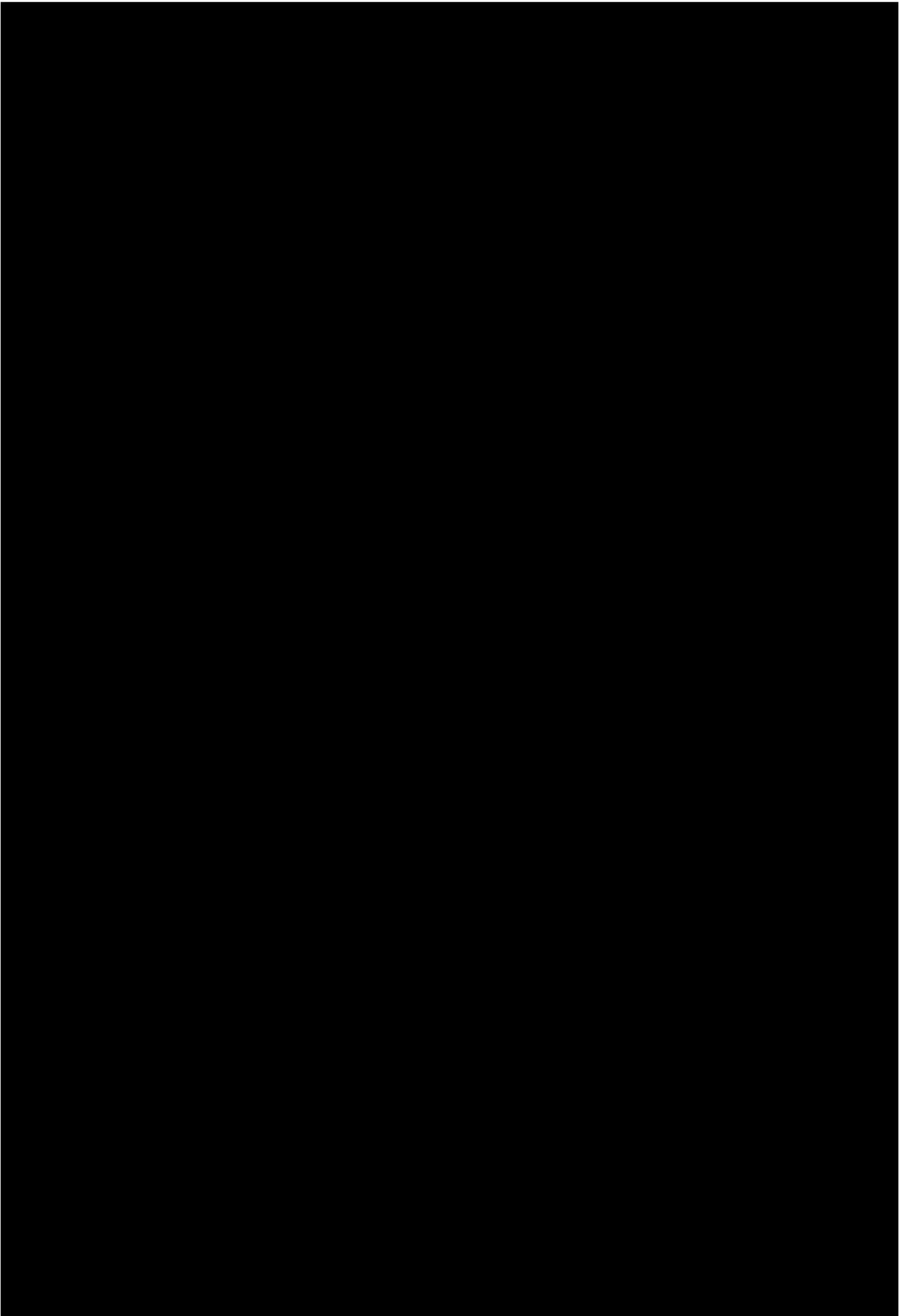












**SCHEDULE A20
IDAR Panel Agreement**

(Clause 36 and Schedule A8)

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:

- (a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;
- (b) the words "including", "includes" and "include" will be read as if followed by the words without limitation;
- (c) a reference to any party to this Agreement includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;
- (d) a reference to any Authority, institute, association or body is:
 - (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
 - (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that Authority, institute, association or body;
- (e) a reference to this Agreement or to any other deed, agreement, document or instrument is deemed to include a reference to this Agreement or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (f) a reference to any legislation or to any section or provision of it includes:
 - (i) any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision; and
 - (ii) ordinances, by-laws, regulations of and other statutory instruments issued under that legislation, section or provision;
- (g) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;
- (h) headings are for convenience only and do not affect the interpretation of this Agreement;
- (i) a reference to:
 - (i) a party or clause is a reference to a party or clause of or to this Agreement; and
 - (ii) a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;
- (j) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (k) for all purposes (other than where designated as a Business Day), day means calendar day;
- (l) a reference to "\$" is to Australian currency;
- (m) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Agreement or any part; and

- (n) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

2. AGREEMENT TO PREVAIL

- (a) The parties agree that if there is any inconsistency between the terms of this Agreement and a Project Contract the terms of this Agreement will prevail to the extent of the inconsistency.
- (b) This Agreement is effective as of the date the Principal and the Members sign this document and will continue, unless terminated earlier, until it terminates in accordance with clause 16.

3. FORMATION OF THE IDAR PANEL

The parties acknowledge that the IDAR Panel:

- (a) has been formed;
- (b) is constituted by the Members;
- (c) will be chaired by that Member designated as Chair or such other Member as the Principal nominates, by written notice to the Members and Project Contractors, from time to time; and
- (d) must perform its obligations and functions under the Project Contracts and this Agreement.

4. ACCESSION BY PROJECT CONTRACTORS

- (a) The Principal will ensure that each Project Contractor who enters into a Project Contract that contemplates the involvement of the IDAR Panel in the relevant dispute resolution process accedes to this Agreement.
- (b) The Project Contractors may accede to this Agreement by execution of an Accession Deed Poll without the Continuing Parties' prior approval.
- (c) Upon accession of any Project Contractor to this Agreement as referred to in clause 4(a), the rights and liabilities of the parties to this Agreement will be as set out in this Agreement as amended in accordance with the requirements of the Accession Deed Poll.
- (d) The Principal will provide the Members with a copy of the Accession Deed Poll duly executed by the Project Contractor.

5. ROLE OF THE IDAR PANEL

The parties acknowledge and agree that the role of the IDAR Panel is to:

- (a) provide specialised expertise in technical and administration aspects of each Project Contract in order to assist the relevant parties in firstly, attempting to prevent, and if unable to prevent, in determining Disputes under each Project Contract in a timely manner;
- (b) function as an objective, impartial and independent body at all times; and

- (c) utilise knowledge gained from Disputes across each Project Contract in its recommendations and determinations.

6. PROJECT BRIEFINGS

- (a) The Principal will:
 - (i) hold meetings with the Members for the purpose of the Principal providing a Sydney Metro City & Southwest project briefing and update (**Project Briefing**); and
 - (ii) provide the Members at least 10 Business Days' notice to convene a Project Briefing.
- (b) The Members must attend the Project Briefings.
- (c) During the first Project Briefing, the IDAR Panel will establish procedures for the conduct of its routine site visits and other matters (excluding the rules governing the dispute resolution process as it relates to the IDAR Panel in each Project Contract) in accordance with the procedures included in Schedule 2 to this Agreement (unless otherwise agreed by the parties).

7. JOINT PROJECT COMMITTEE

- (a) The Chair must attend Joint Project Committee meetings.
- (b) The Principal will provide the Chair at least 10 Business Days' notice of each meeting of the Joint Project Committee.

8. MEMBER'S OBLIGATIONS

8.1 Impartiality

Each Member agrees to consider fairly and impartially the Disputes and other matters referred to the IDAR Panel.

8.2 Independence

Each Member agrees to act honestly and independently in the performance of its obligations under this Agreement (including the consideration of facts and conditions relating to a Dispute) and in accordance with clause 8 of this Agreement.

8.3 General Duties

Each Member agrees to carry out his or her obligations as a Member of the IDAR Panel:

- (a) with due care and diligence;
- (b) in compliance with the Project Contracts and this Agreement; and
- (c) in compliance with all applicable Laws.

9. SELECTION OF NOMINATED MEMBER

- (a) Where a Dispute has been notified to the IDAR Panel by Notice of Issue under the relevant provisions of the Project Contract, and:
 - (i) the parties to the Dispute are unable to agree on a Nominated Member; or

- (ii) a Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,

the Chair must nominate a Nominated Member within a further 2 Business Days.

- (b) If a Member nominated under clause 9(a) declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the Chair must nominate a further Nominated Member within a further 2 Business Days.
- (c) The Chair may not nominate itself as the Nominated Member.
- (d) If a replacement member appointed under clause 9(b) declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the process in clause 9(b) will be reapplied until there are no Members to accept the appointment, in which case the Chair must request the Resolution Institute to appoint a replacement member. This appointment will be final and conclusive.

10. SELECTION OF EXPERT

The parties acknowledge and agree that:

- (a) those persons listed in Schedule 3:
 - (i) have been appointed by the Principal to a panel of subject-matter experts; and
 - (ii) may be recommended to determine a Dispute referred to expert determination by a Notice of Dispute under the relevant provisions of the Project Contract; and
- (b) any Dispute which is referred to expert determination by a Notice of Dispute under the relevant provisions of the Project Contract will be conducted in accordance with the Resolution Institute's Expert Determination Rules, as modified by the relevant Project Contract.

11. COSTS AND FEES

11.1 Monthly retainer

- (a) The Principal is liable for the payment of the Members' monthly retainer set out in the Fees and Disbursements Letter for each Member.
- (b) The Principal is liable for the payment of the Chair's attendance at the Joint Project Committee as set out in the Fees and Disbursements Letter for the Chair.

11.2 Agreed rates for work and services

With respect to each Dispute between the Principal and a Project Contractor:

- (a) the Principal and the relevant Project Contractor are jointly and severally liable for the payment of the Members' fees and disbursements (other than those in clause 11.1), calculated in accordance with the Fees and Disbursements Letter for each Member; and

- (b) the Principal and the relevant Project Contractor agree as between themselves that:
 - (i) they will each pay one half of:
 - (A) the Members' fees and disbursements, calculated in accordance with the Fees and Disbursements Letter for each Member; and
 - (B) any third party costs incurred in holding the Consultation and the preparation of the Recommendation, including any booking fee, room hire and transcript costs; and
 - (ii) they will each bear their own costs of and incidental to the preparation of this Agreement and their participation in any decision process of the IDAR Panel.

11.3 Payment claims

All claims for payment by the Members must be submitted and processed in accordance with the payment procedure set out in Schedule 4.

12. THE PARTIES' COMMITMENTS AND RESPONSIBILITIES

The Principal and each Project Contractor acknowledges and agrees that it must:

- (a) act in good faith towards each Member and the IDAR Panel;
- (b) comply with the reasonable requests and directions of the IDAR Panel; and
- (c) except for its participation in the IDAR Panel's activities as provided in the Project Contracts and this Agreement, not solicit advice or consultation from the IDAR Panel or the Members on matters dealing with the resolution of Disputes which may compromise the IDAR Panel's integrity or compliance with this Agreement.

13. CONFIDENTIALITY

In relation to all confidential information disclosed to the IDAR Panel at any time each Member agrees:

- (a) to keep that information confidential;
- (b) not to disclose that information except if compelled by Law to do so;
- (c) not to use that information for a purpose other than the resolution of the Dispute in relation to which the confidential information was disclosed; and
- (d) to be bound by this obligation of confidentiality whether or not such confidential information is or later becomes in the public domain.

14. CONFLICT OF INTEREST

- (a) If a Member, during the term of appointment as a Member, becomes aware of any circumstance that might reasonably be considered to affect the Member's capacity to act independently, impartially and without bias, the Member must inform the Principal and each Project Contractor and the other Members.
- (b) The other Members will within 5 Business Days of notification under clause 14(a) confer and inform the parties and the Member, whether they believe the circumstances notified are such that the Member should be replaced. In the event that one or both of the other Members believe that the Member should be replaced,

the Member will immediately resign from the IDAR Panel and a reappointment will occur pursuant to clause 17.3.

15. LIABILITY AND INDEMNITY

15.1 Liability

Each Member is not liable to either the Principal or a Project Contractor for any act or omission done in good faith and with due care and diligence.

15.2 Indemnity

The Principal and each Project Contractor each indemnify each Member against all claims from a person not a party to this Agreement for any act or omission done in connection with this Agreement in good faith and with due care and diligence.

15.3 Due Care and Diligence

For the purpose of clauses 15.1 and 15.2, the parties agree that the Member's act will have been done in good faith and with due care and diligence unless no reasonable person in the position of the Member would have so acted or made such an omission.

16. TERMINATION OF AGREEMENT

- (a) The Principal may terminate this Agreement by written notice to the Members and each Project Contractor.
- (b) Each Project Contractor's rights and obligations under this Agreement will terminate automatically upon termination of the Project Contractor's Project Contract, and the terms of this Agreement will be of no further force and effect.

17. MEMBERS' TERMINATION

17.1 Resignation

A Member may resign from the IDAR Panel by providing 30 Business Days' written notice to the other Members, the Principal and each Project Contractor.

17.2 Termination

A Member's appointment may be terminated at any time by the Principal.

17.3 Re-Appointment

The parties acknowledge and agree that if:

- (a) a Member resigns under clause 14(b) or clause 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 5.00pm (Sydney time) on a Business Day - on that Business Day; or
 - (ii) if it is transmitted after 5.00pm (Sydney time) on a Business Day, or on a day that is not a Business Day - on the next Business Day.

21. **GIVING EFFECT TO THIS AGREEMENT**

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

22. **SURVIVAL OF TERMS**

The parties agree that clauses 11 and 15 and this clause 22 (and any other terms of this Agreement necessary for or incidental to the operation of the preceding terms) will survive the termination or expiry of this Agreement.

23. **WAIVER OF RIGHTS**

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

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;

- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

24. OPERATION OF THIS AGREEMENT

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

25. AMENDMENT

- (a) Subject to clause 25(b), this Agreement can only be amended, supplemented, replaced or novated by another document signed by the parties.
- (b) The Principal may amend Schedule 3 by written notice without the Continuing Parties' prior approval.

26. COUNTERPARTS

- (a) This Agreement may be executed in counterparts, which taken together constitute one instrument.
- (b) A party may execute this Agreement by executing any counterpart.

27. ATTORNEYS

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

EXECUTED as an agreement.

Executed by **SYDNEY METRO ABN 12 354 063 515** by its authorised delegate in the presence of:

Signature of witness

Signature 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

Signed by [**Member**] in the presence of:

Signature of Witness

Signature

Name of Witness in full

Signed by [**Member**] in the presence of:

Signature of Witness

Signature

Name of Witness in full

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

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

SCHEDULE 1

Form of Accession Deed Poll

THIS DEED POLL is made on 20

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 OSD Works and the Construction Site in the company of representatives of both parties to the relevant Project Contract. Any areas of the OSD Works or Construction Site that are or may be the subject of any potential Dispute will be pointed out by the parties to the relevant Project Contract.

4. Minutes of meetings

- 4.1 The Chair will prepare minutes of the regular meetings of the IDAR Panel and these draft minutes will be circulated to the parties of the relevant Project Contract and the Members for comments, additions and corrections.
- 4.2 In accordance with clause 3.1 above, the minutes of IDAR Panel meetings held will be marked "in-confidence, without prejudice".
- 4.3 Minutes as amended will be adopted by the relevant parties and the Members at the next meeting.

5. Communications

- 5.1 All communications by the parties to the IDAR Panel outside the IDAR Panel meetings should be directed in writing to the Chair and copied to the other Members and to the other party of the relevant Project Contract. All communications by the Members to the

parties should be addressed to the Principal's Representative and the relevant Project Contractor's representative.

6. Representation

- 6.1 The parties must each ensure they are represented at IDAR Panel meetings by at least one senior project personnel and at least one senior off-site person to whom the on-site personnel reports. The parties must inform the Chair of the names and project roles of each of their respective representatives and, if applicable, the names and roles of any alternatives.

SCHEDULE 3

Appointed panel of Experts

| 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 (other than those in (i) above) during the month which is not disputed.
- (b) If the Principal or the relevant Project Contractor disagrees with the amount included in an account submitted by a Member then, within 10 Business Days of receipt of the relevant Member's account, the Principal or the relevant Project Contractor (as applicable) must notify the relevant Member in writing of the reasons for any amount which is disputed (with a copy to the Principal and the relevant Project Contractor).
- (c) If the Principal, the relevant Project Contractor and the relevant Member do not resolve the matter within 10 Business Days after the issue of the Principal's or the relevant Project Contractor's written notice, the Principal and the relevant Project Contractor (acting reasonably) must jointly determine the dispute. Any determination by the Principal and the relevant Project Contractor in respect of the amount payable must be given effect to by the Principal, the relevant Project Contractor and the relevant Member unless and until it is reversed or overturned in any subsequent court proceedings.

3. Goods and services tax

- (a) A party must pay GST on a taxable supply made to it under this Agreement, in addition to any consideration (excluding GST) that is payable for that taxable supply. The party making the taxable supply must provide a valid tax invoice to

the other party at or before the time that the other party is required to pay the GST.

- (b) Terms used in this section 3 have the meaning given to them in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

FORM OF FEES AND DISBURSEMENTS LETTER

[Date]

[Member details]

Dear [Member]

Fees and Disbursements for IDAR Panel

This letter (**Fees and Disbursements Letter**) forms part of the IDAR Panel Agreement between Sydney Metro, each Project Contractor and Members of the IDAR Panel dated on or about the date of this Fees and Disbursements Letter.

All defined terms used in this Fees and Disbursements Letter have the meaning given to them in the IDAR Panel Agreement.

The fees and disbursements due to [Member] in respect of his/her responsibilities as a Member of the IDAR Panel are agreed as follows:

| Item | Work scope/description | Fee arrangement | Fee (excl. GST) |
|------|---|--|-----------------|
| 1. | Preparation for, and attendance at, one Project Briefing per month | Monthly retainer | |
| 2. | <i>(Chair only)</i> Preparation for, and attendance at, Joint Project Committee meetings | Payment per attendance | |
| 3. | All other work carried out in connection with this Agreement, other work set out in items (1) and (2) | [Hourly rate/daily rate] | |
| 4. | Disbursements | International and interstate flights, accommodation and associated travel expenses | |
| 5. | Rates escalation | Rates escalation commencing 1 July 2019, then annually | |

Payment terms

Payment terms will be in accordance with Schedule 4 of the IDAR Panel Agreement.

Counterparts

This Fees and Disbursements Letter may be executed in counterparts, which taken together constitute one instrument. A party may execute this Fees and Disbursements Letter by executing any counterpart.

Acceptance

Please acknowledge your acceptance of the fees and disbursements of this letter by signing, dating and returning the enclosed copies to Sydney Metro.

Executed by **SYDNEY METRO** ABN 12 354 063 515 by its authorised delegate in the presence of:

Signature of witness

Signature of [insert position]

Full name of witness

Name of [insert position]

Signed by [**Member**] in the presence of:

Signature of Witness

Signature

Name of Witness in full

[Execution blocks for each Project Contractor to be inserted as required.]

**SCHEDULE A21
Moral Rights Consent**

(Clause 23.4(b))

In relation to any Moral Rights the [Author] (**Author**) has in respect of [specify the relevant copyright work(s) – eg. the relevant architectural plans] (**Copyright Works**), the Author hereby consents to [insert name of VC Developer and ABN] (**VC Developer**) and Sydney Metro ABN 12 354 063 515 (**Principal**), doing or authorising the doing of the following acts or making or authorising the making of the following omissions (whether occurring before or after this consent is given) anywhere in the world:

- (a) exercise any rights in relation to the Copyright Works, without identifying any person as the individual responsible for creating any particular material comprising the Copyright Works;
- (b) have the Copyright Works bear the name of [to be completed] or such other address of that property, or bear the name of the VC Developer, the Principal or any other person associated with the OSD Project; and
- (c) modify, alter, adapt, distort or otherwise change any of the Copyright Works as it sees fit in its absolute discretion, including:
 - (i) by adapting or translating those Copyright Works into other dimensions, format or media; and
 - (ii) by changing, relocating, demolishing or destroying any two or three dimensional reproduction of those Copyright Works without notice to, or consultation with, the Author.

The Author acknowledges that these consents are given for the benefit of the VC Developer and the Principal, their licensees, successors in title and anyone authorised by any of them to do acts comprised in the copyright of the Copyright Works.

The Author acknowledges that the VC Developer and the Principal will be relying on the consents in this document and that those consents are intended to be legally binding.

Dated

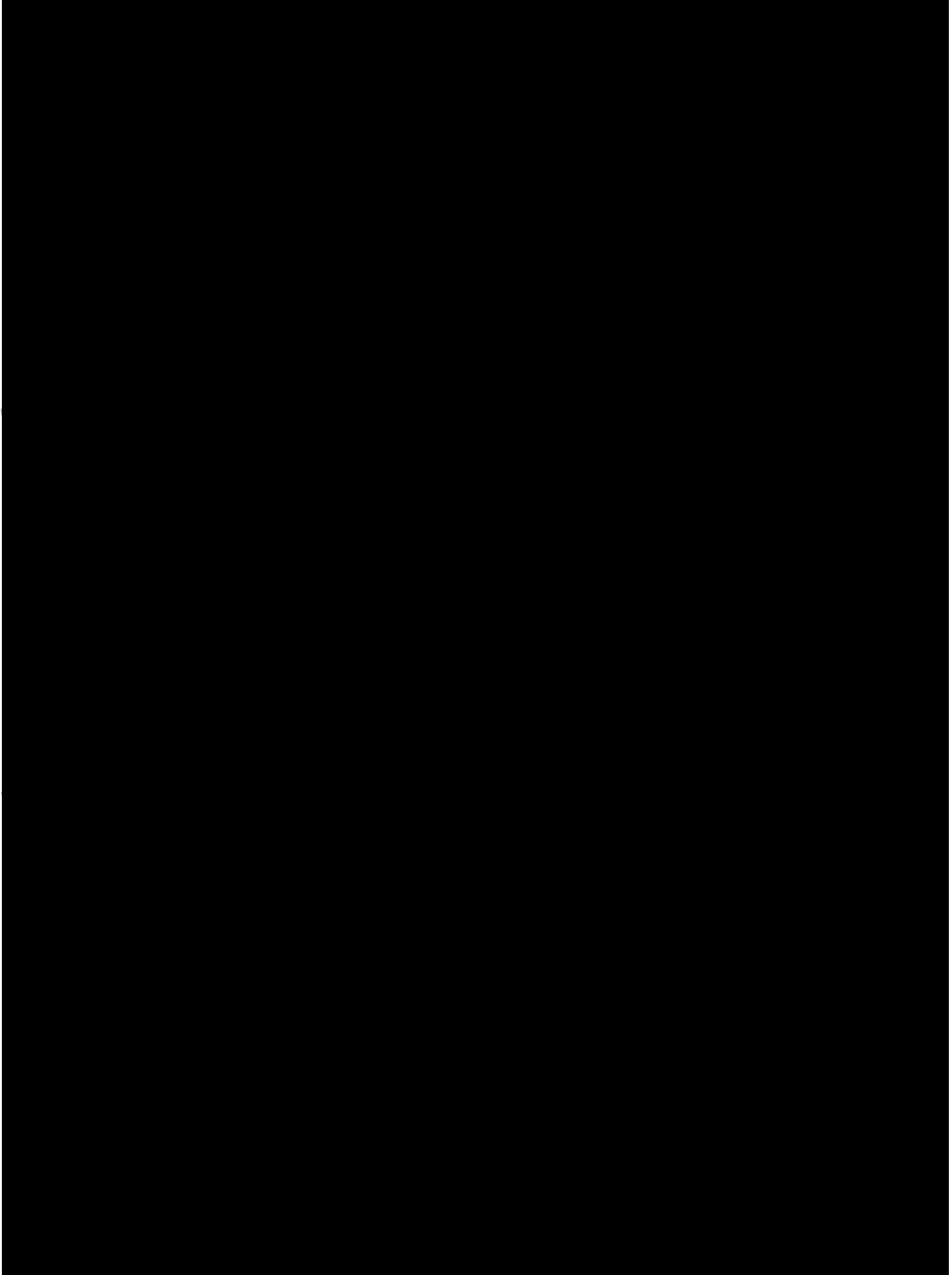
SIGNED by [Insert name of Author] in the presence of:

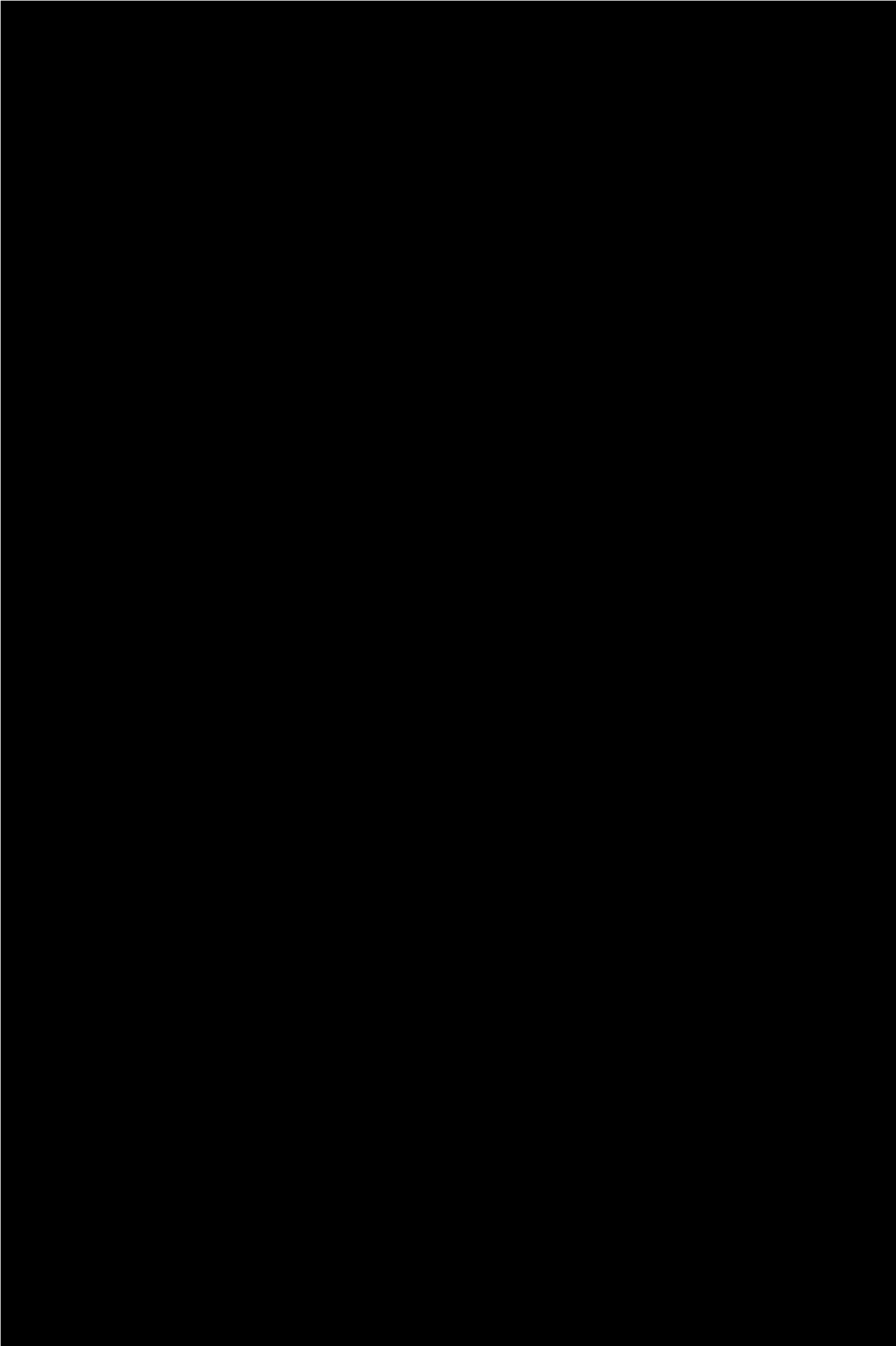
Signature

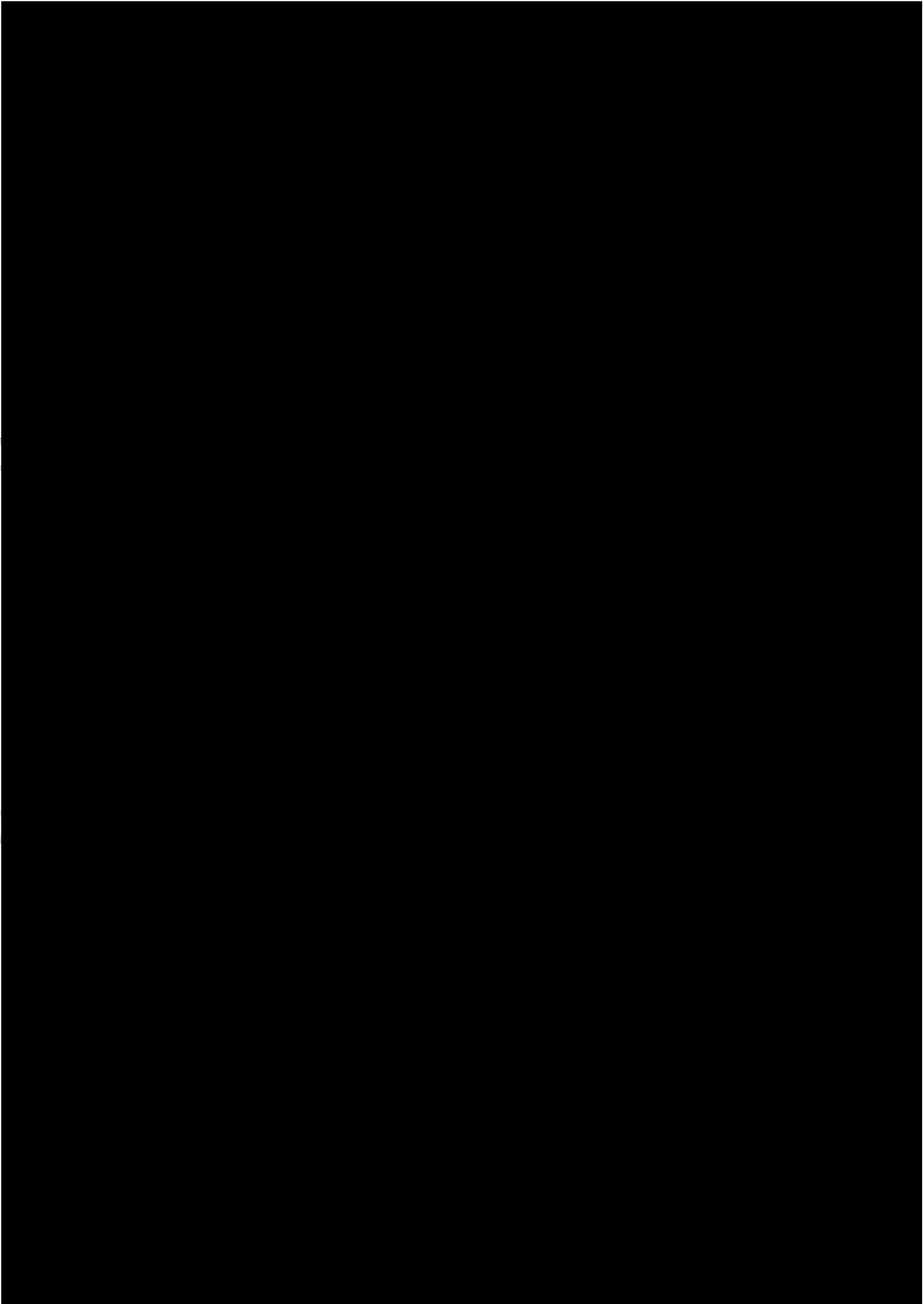
Signature of witness

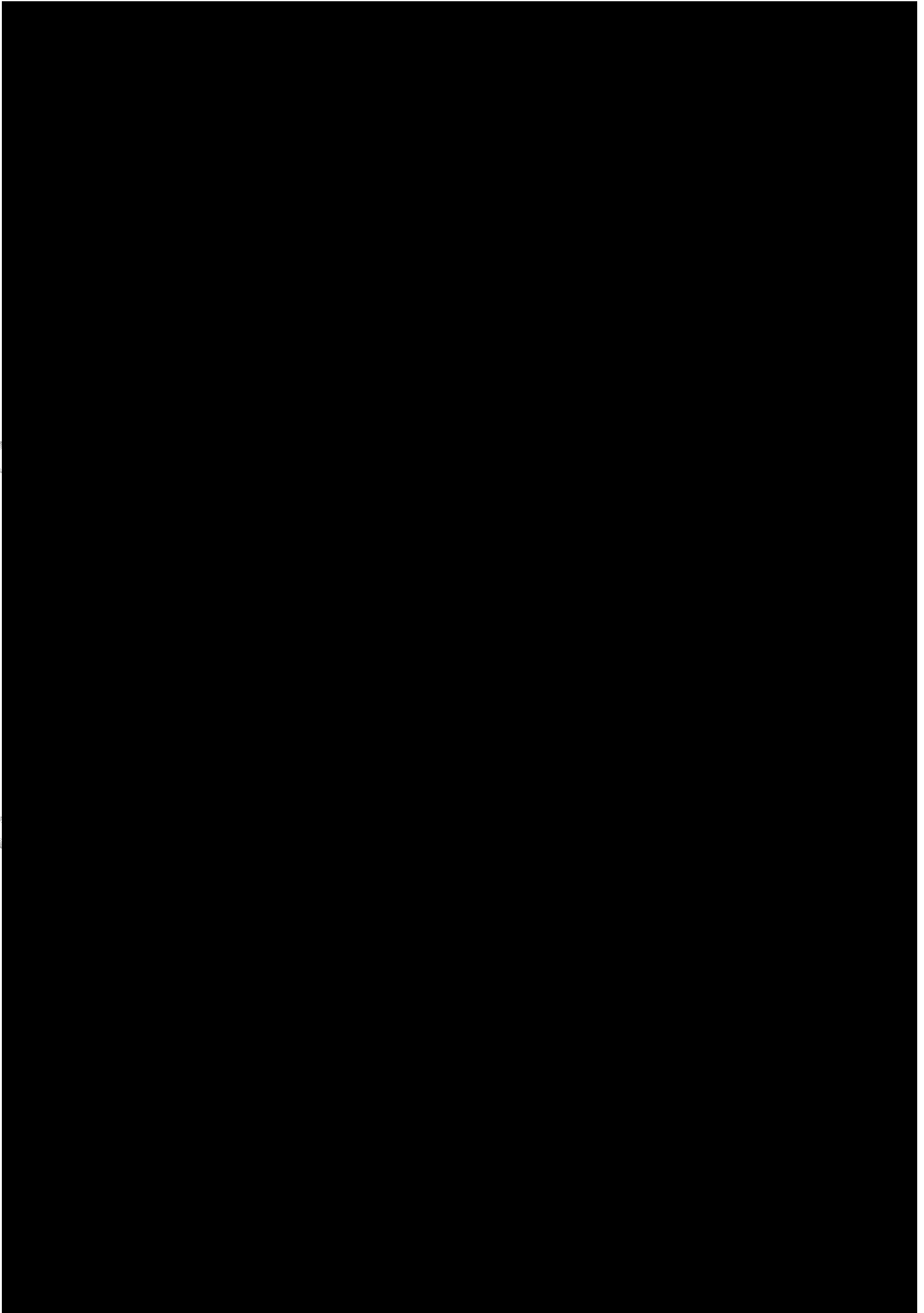
Name of witness in full

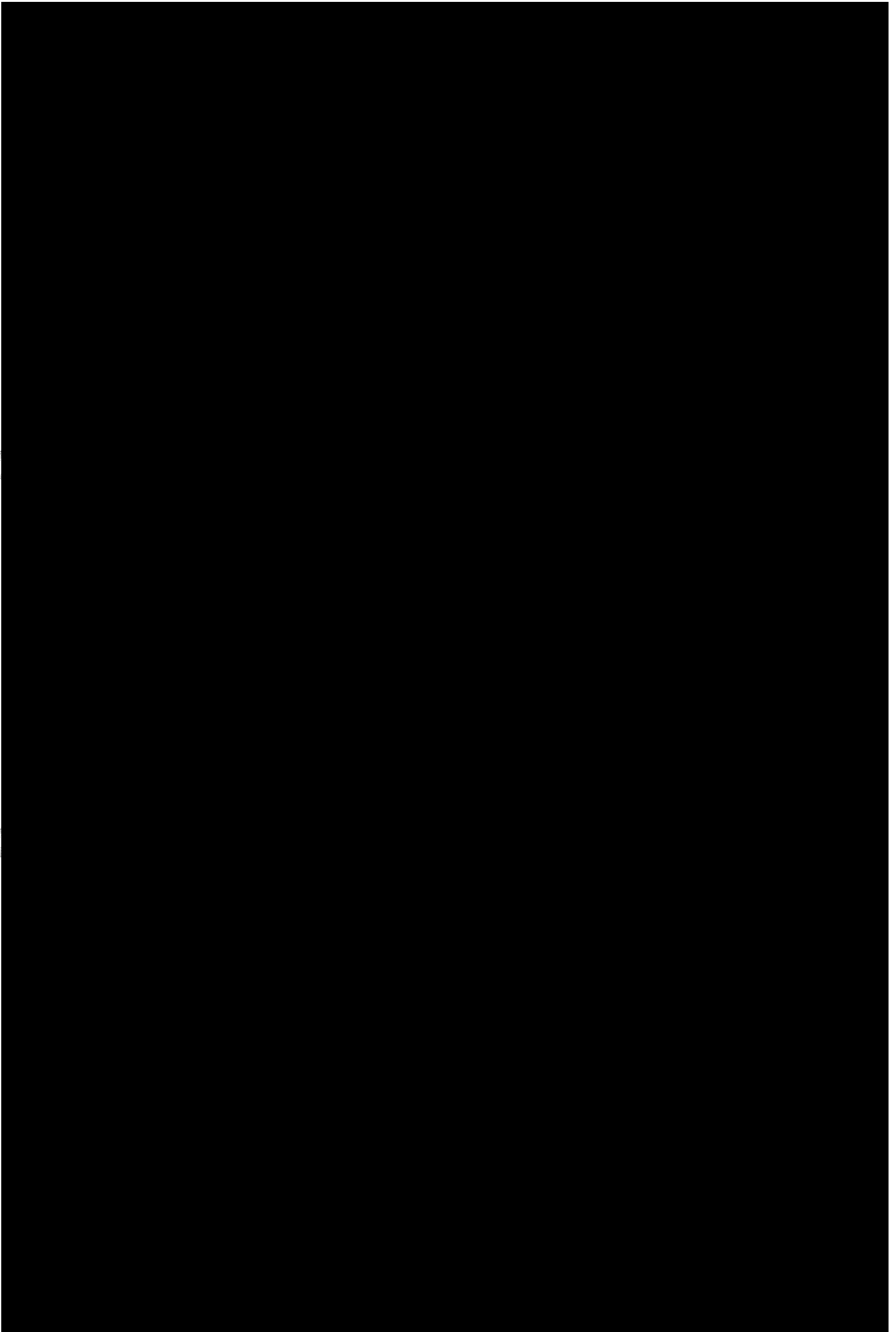
SCHEDULE A22
Operator Cooperation and Integration Deed

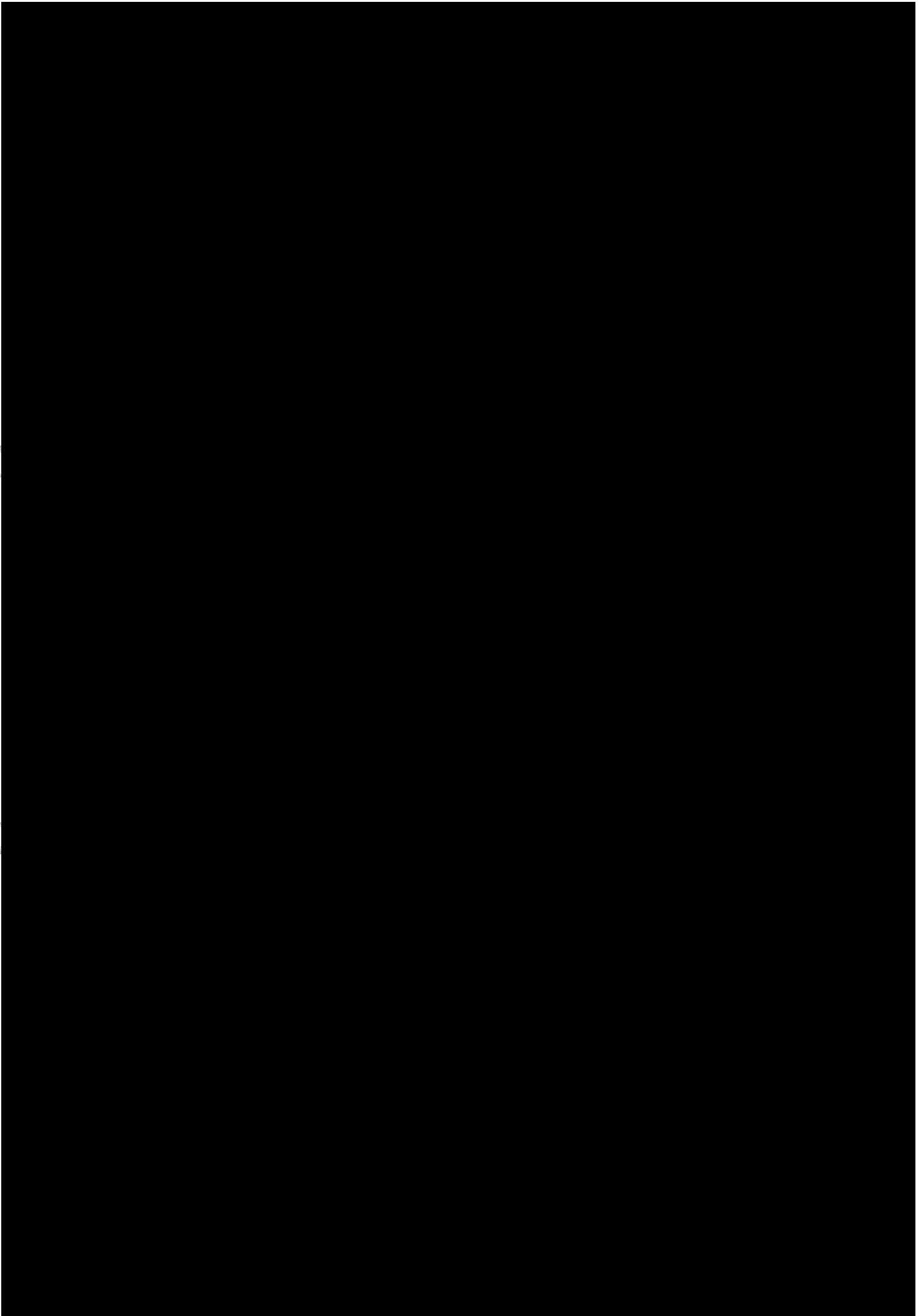


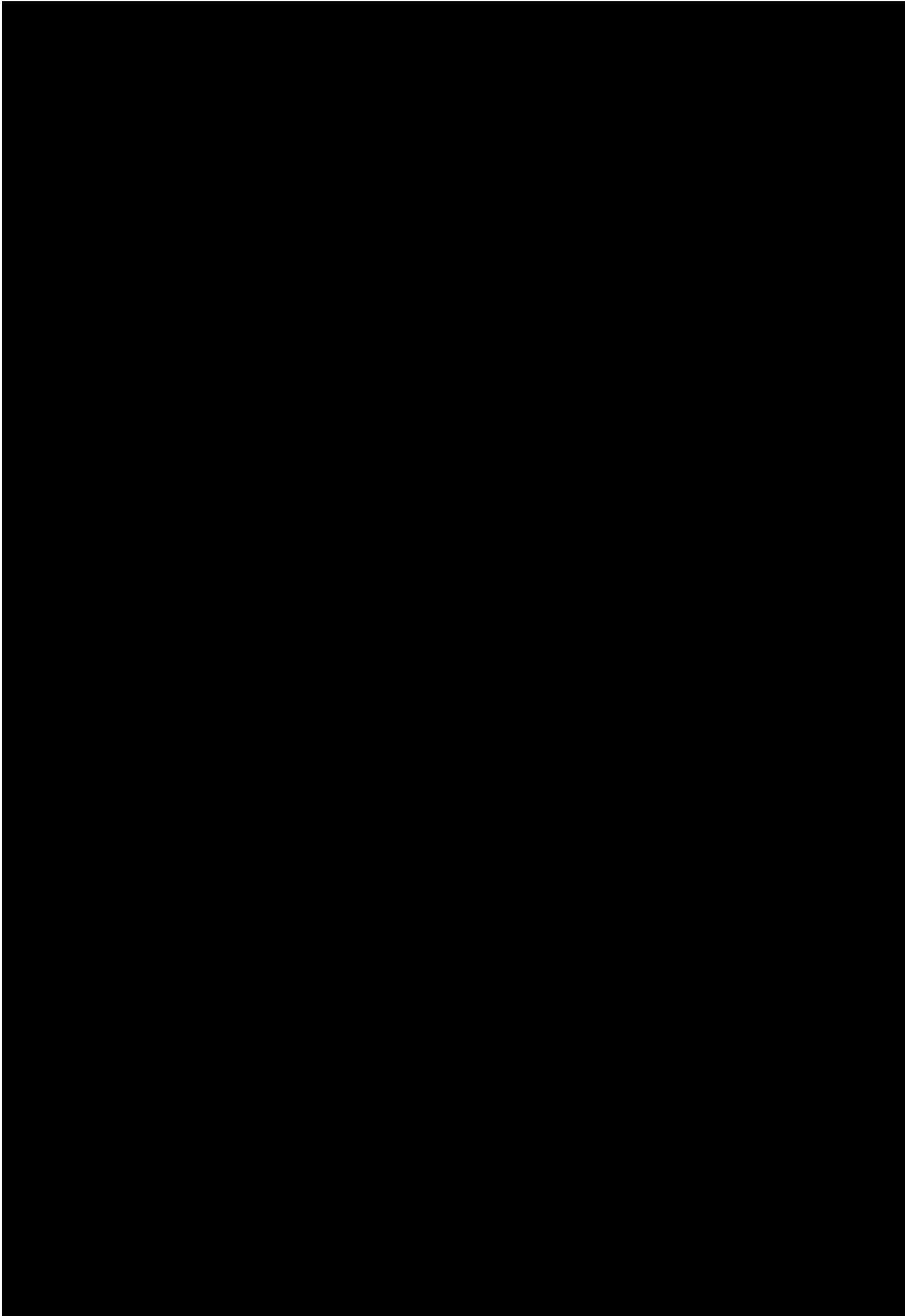


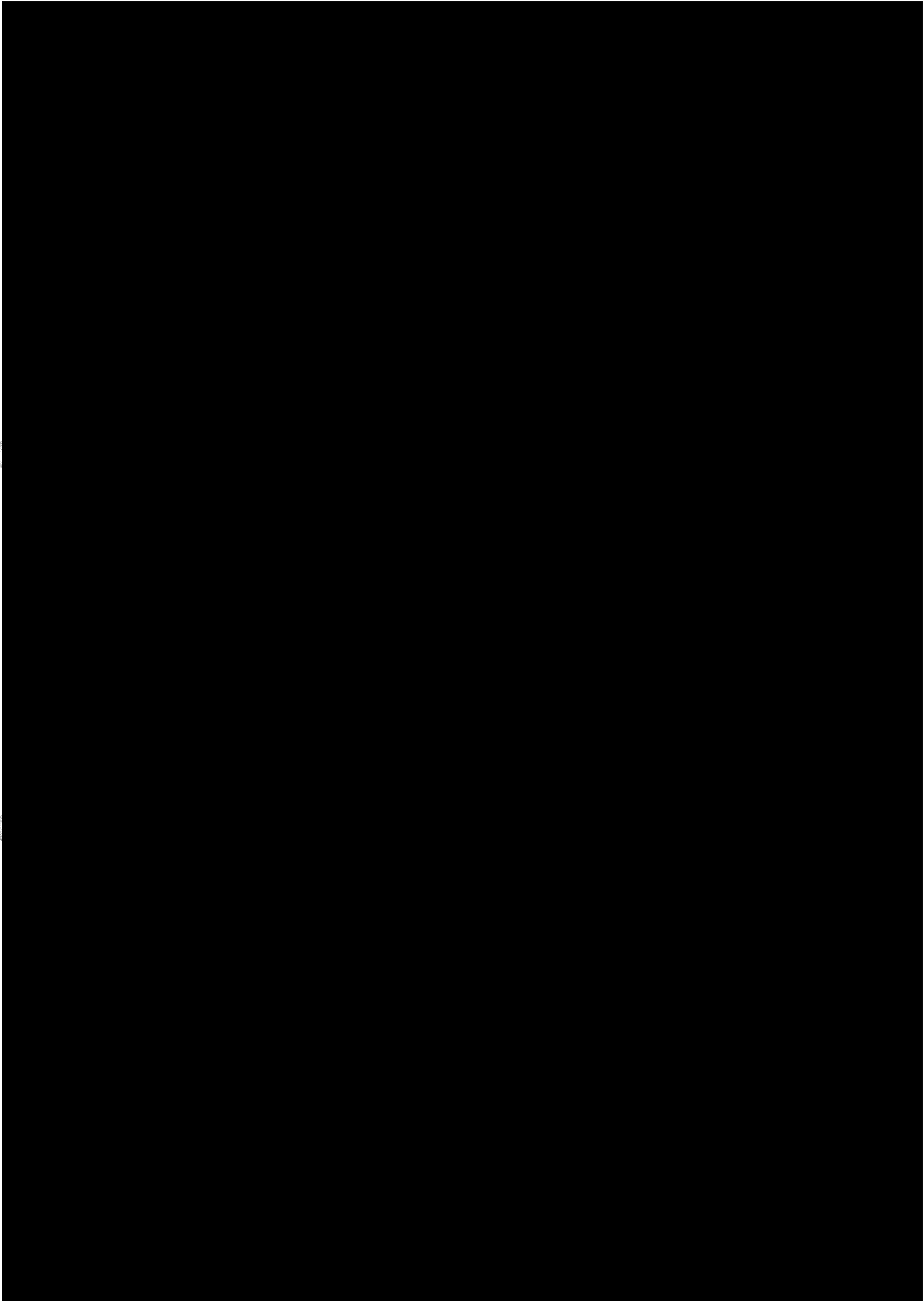


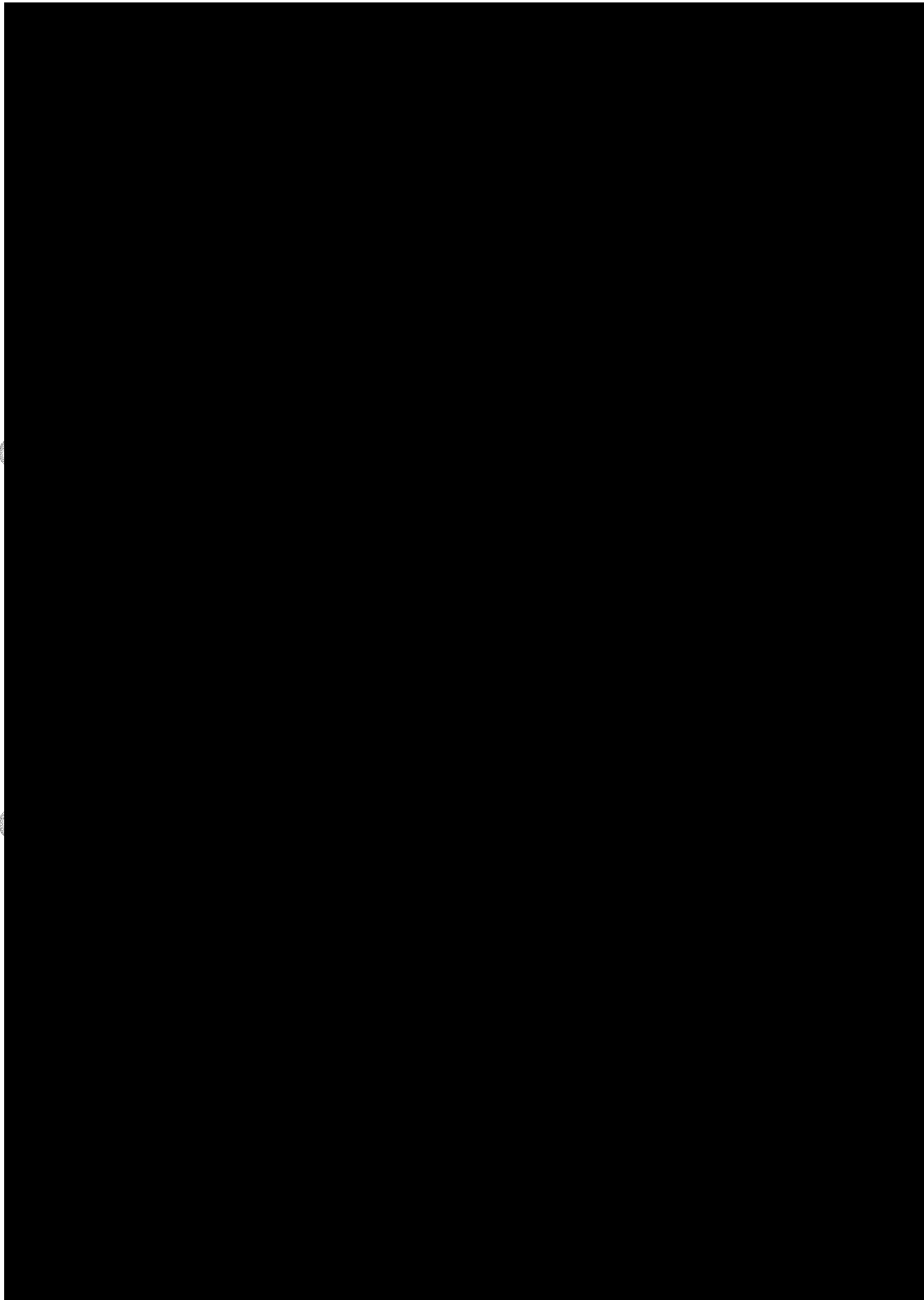


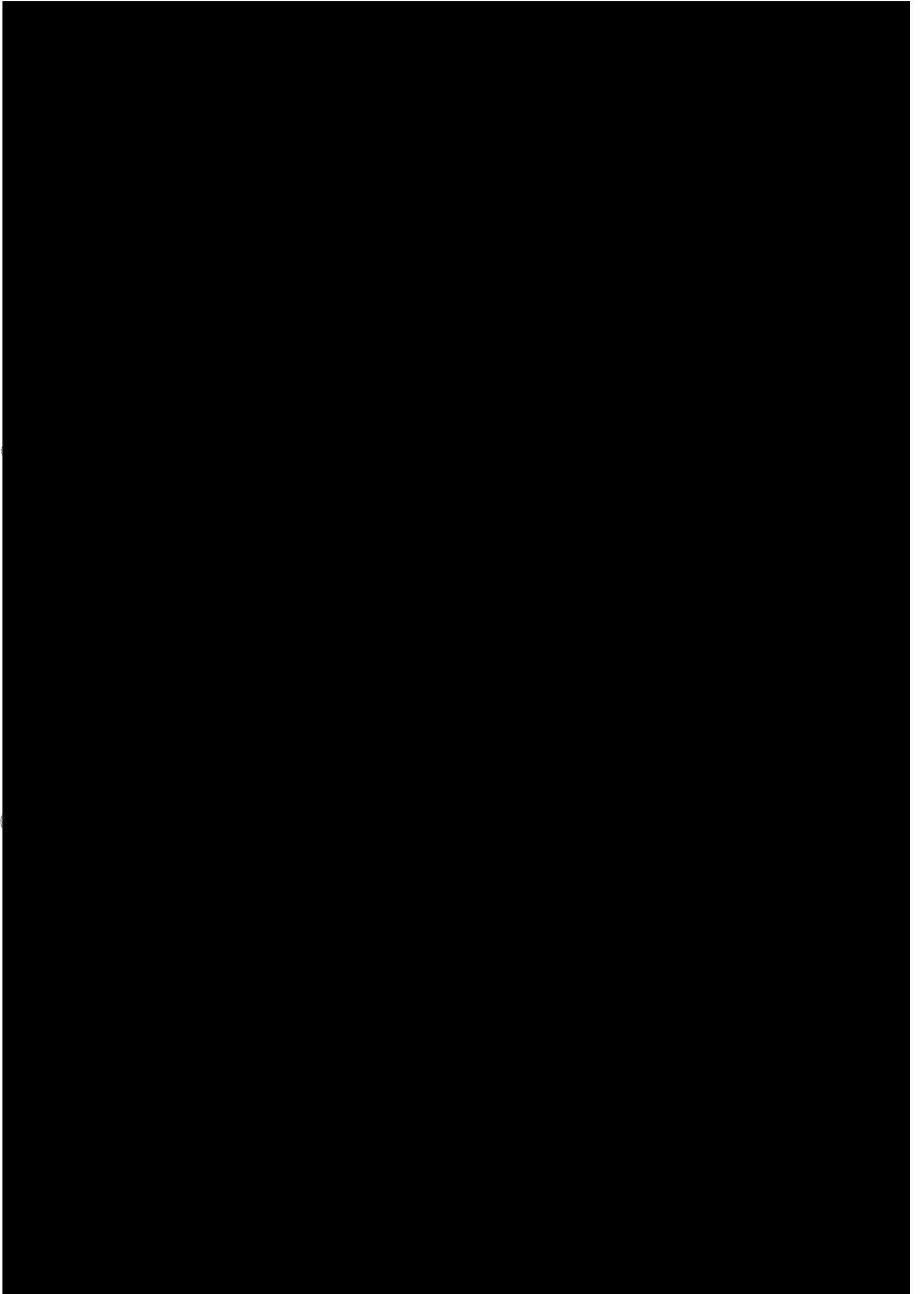


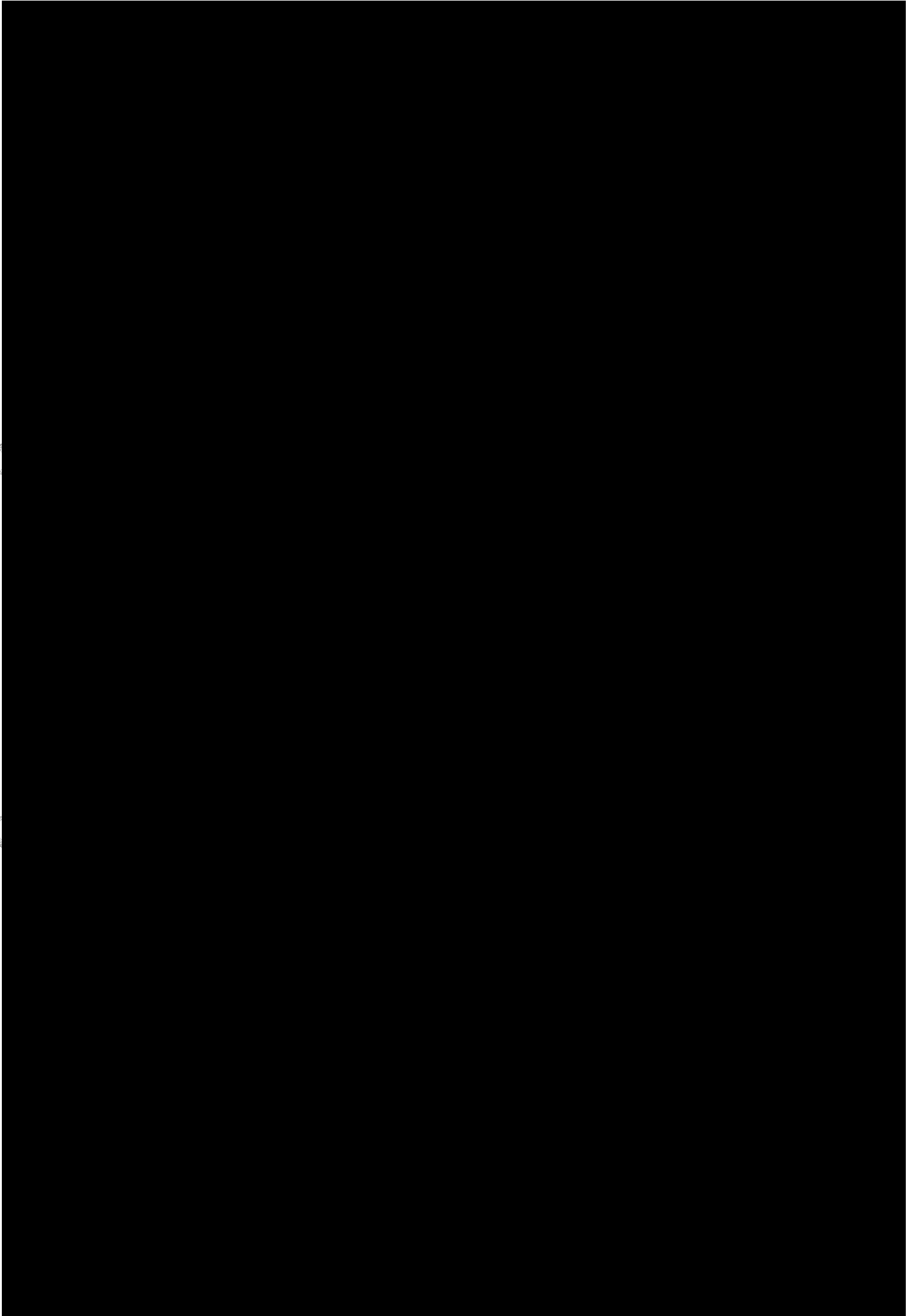


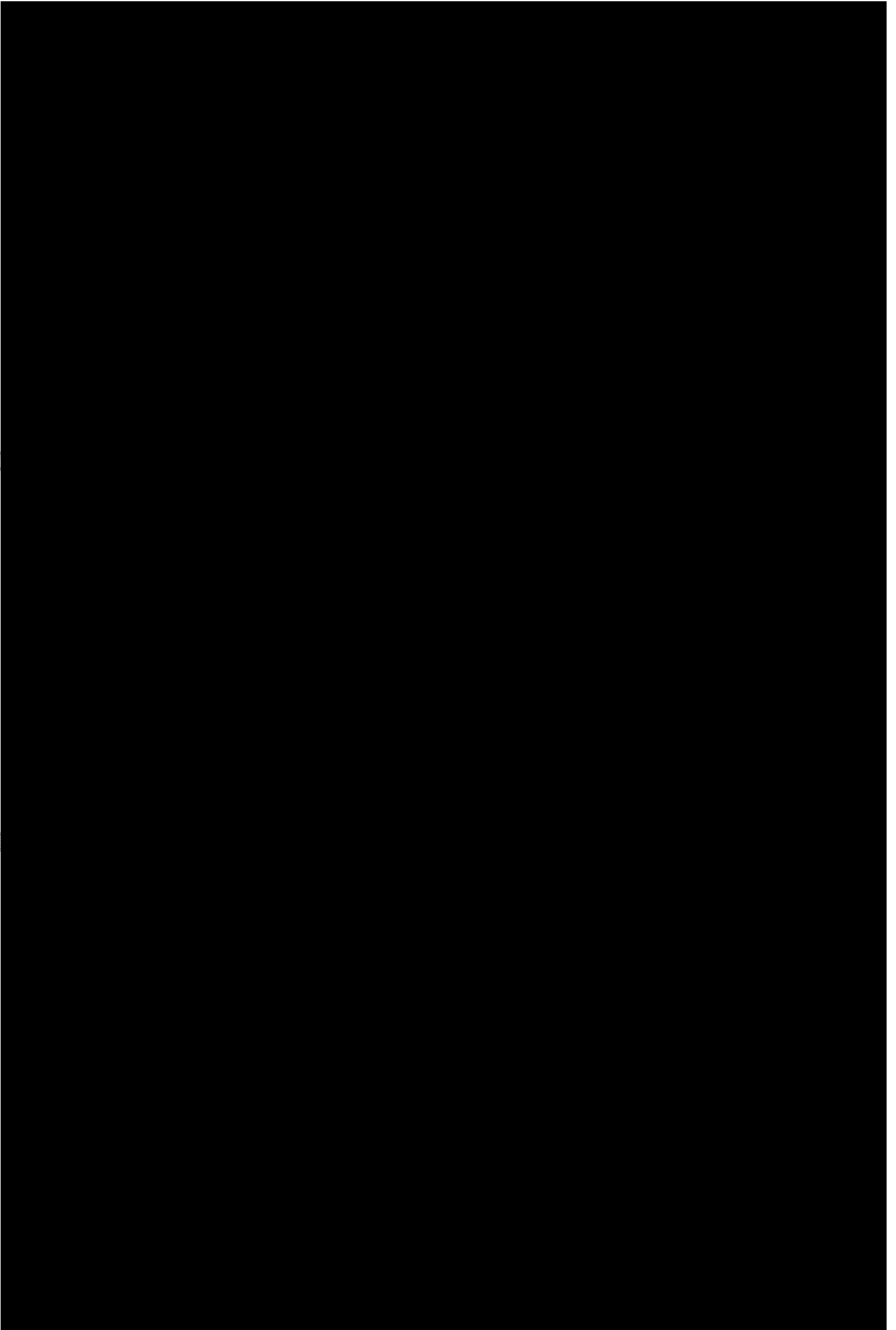


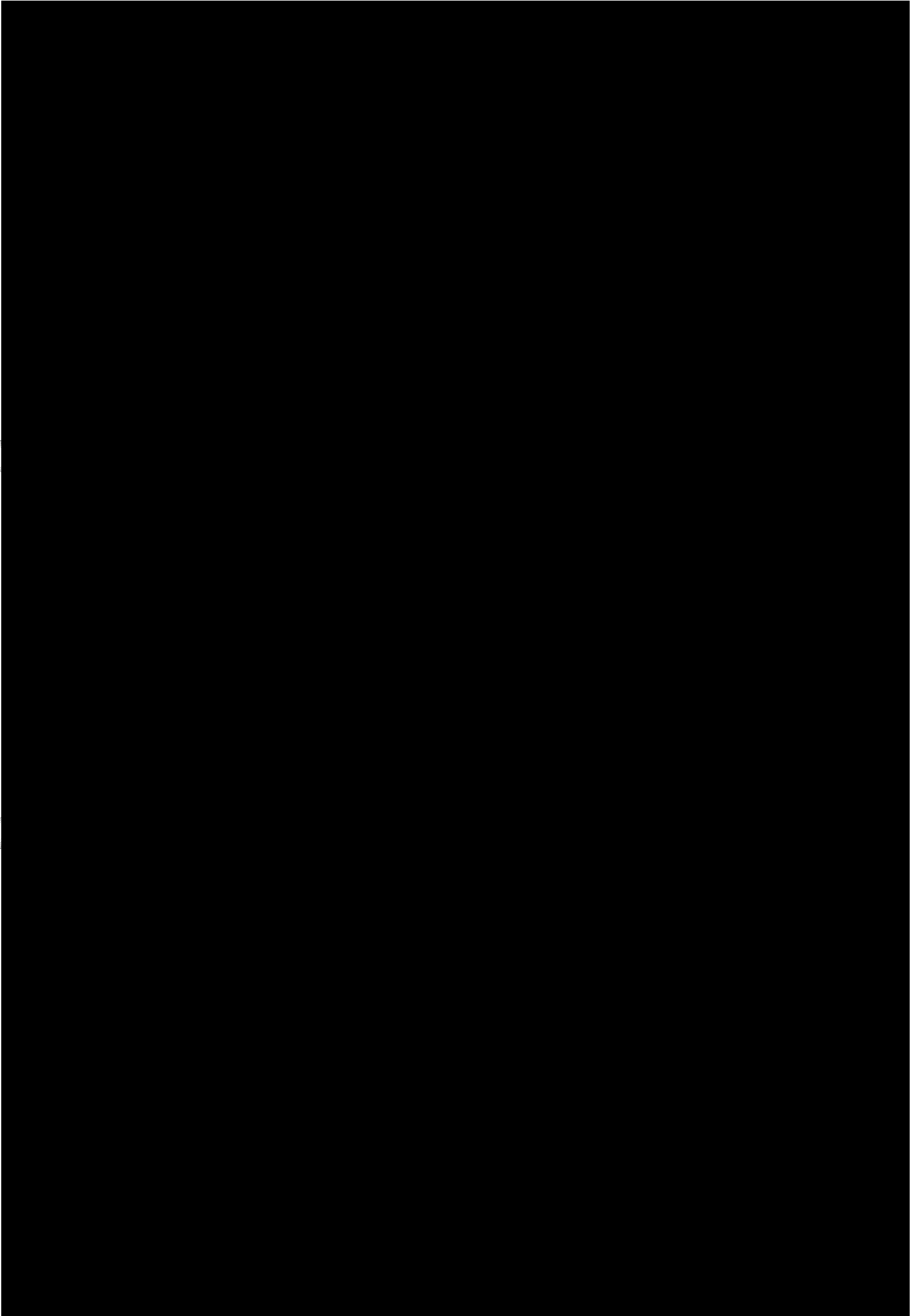


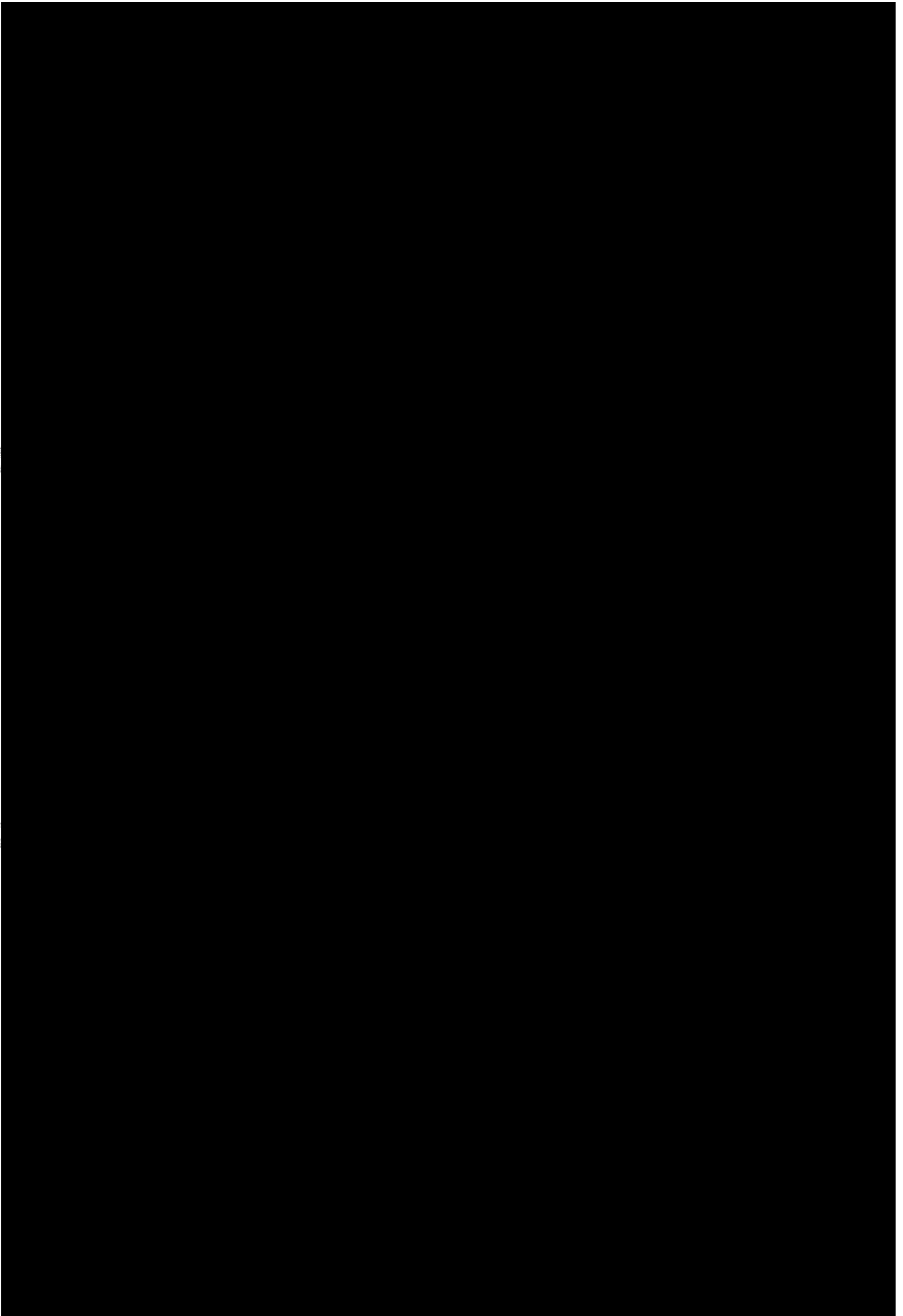


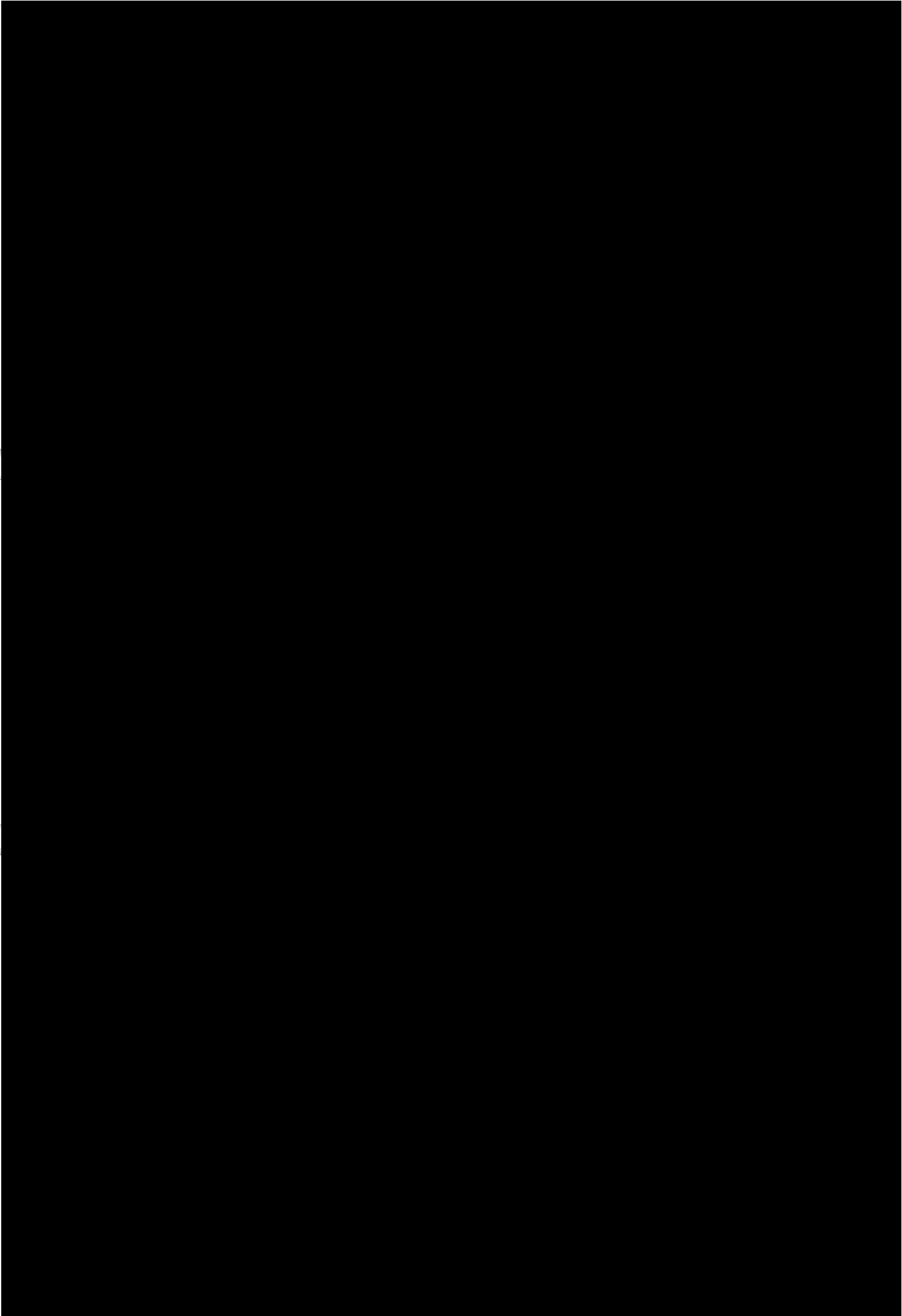


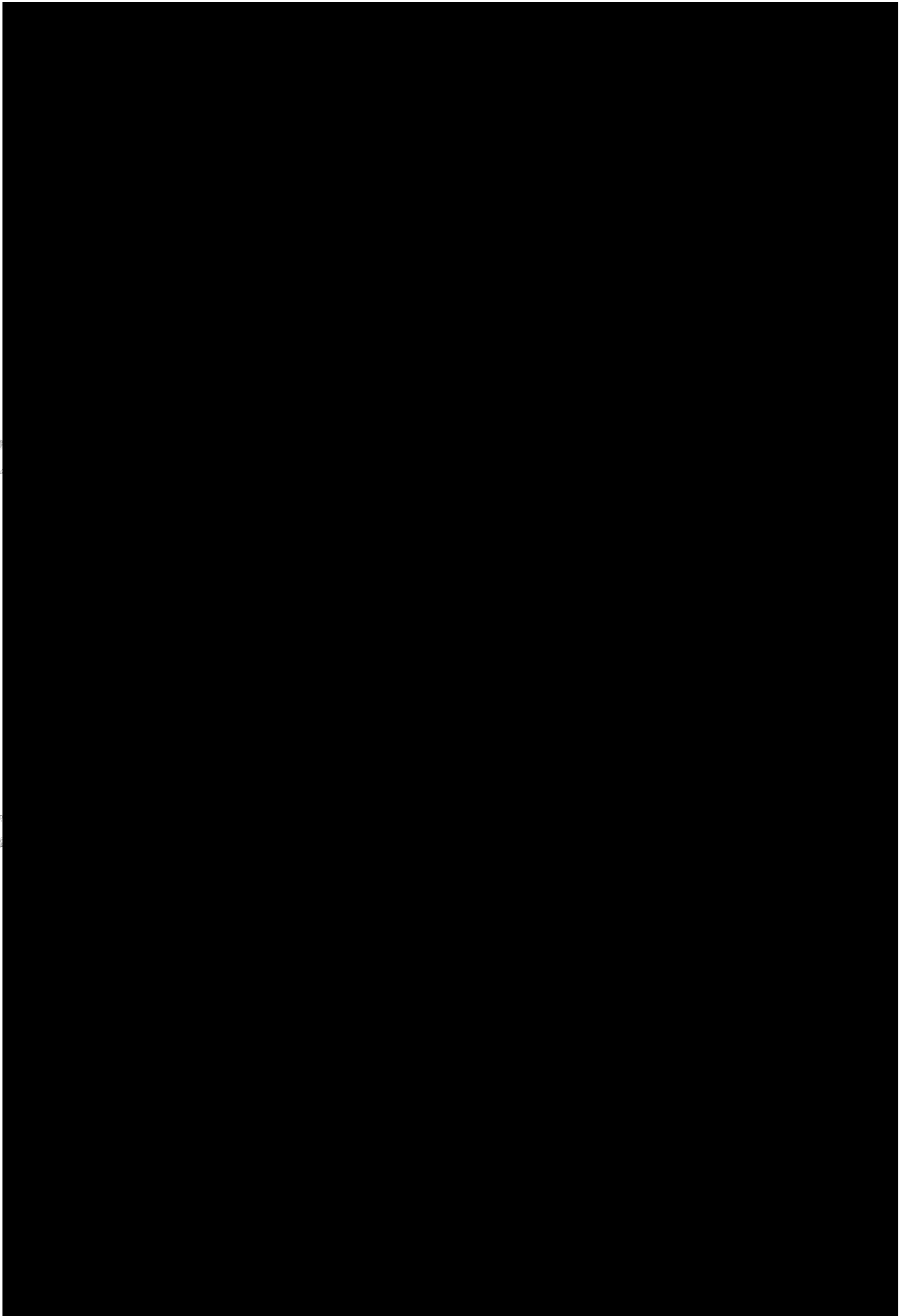


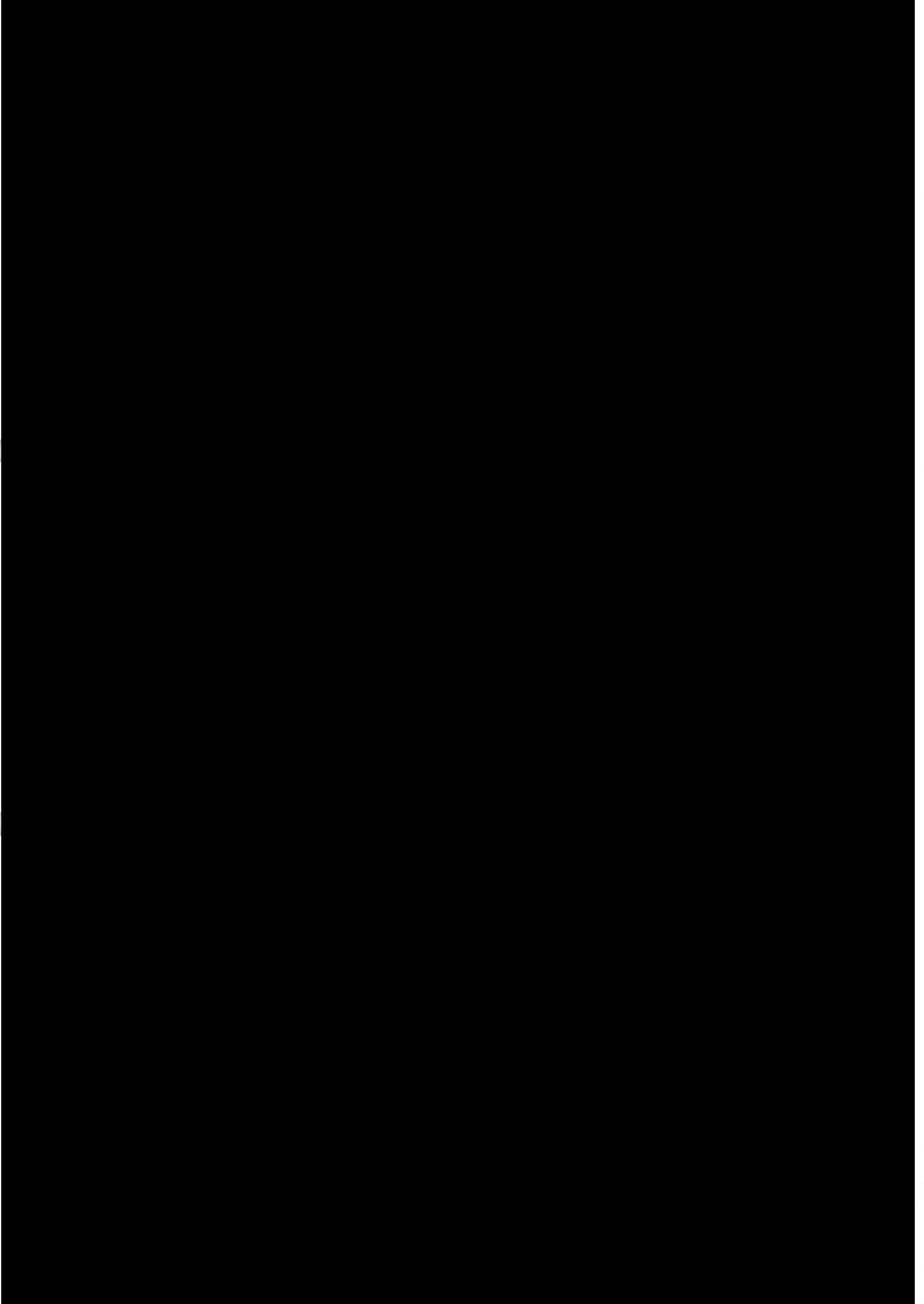


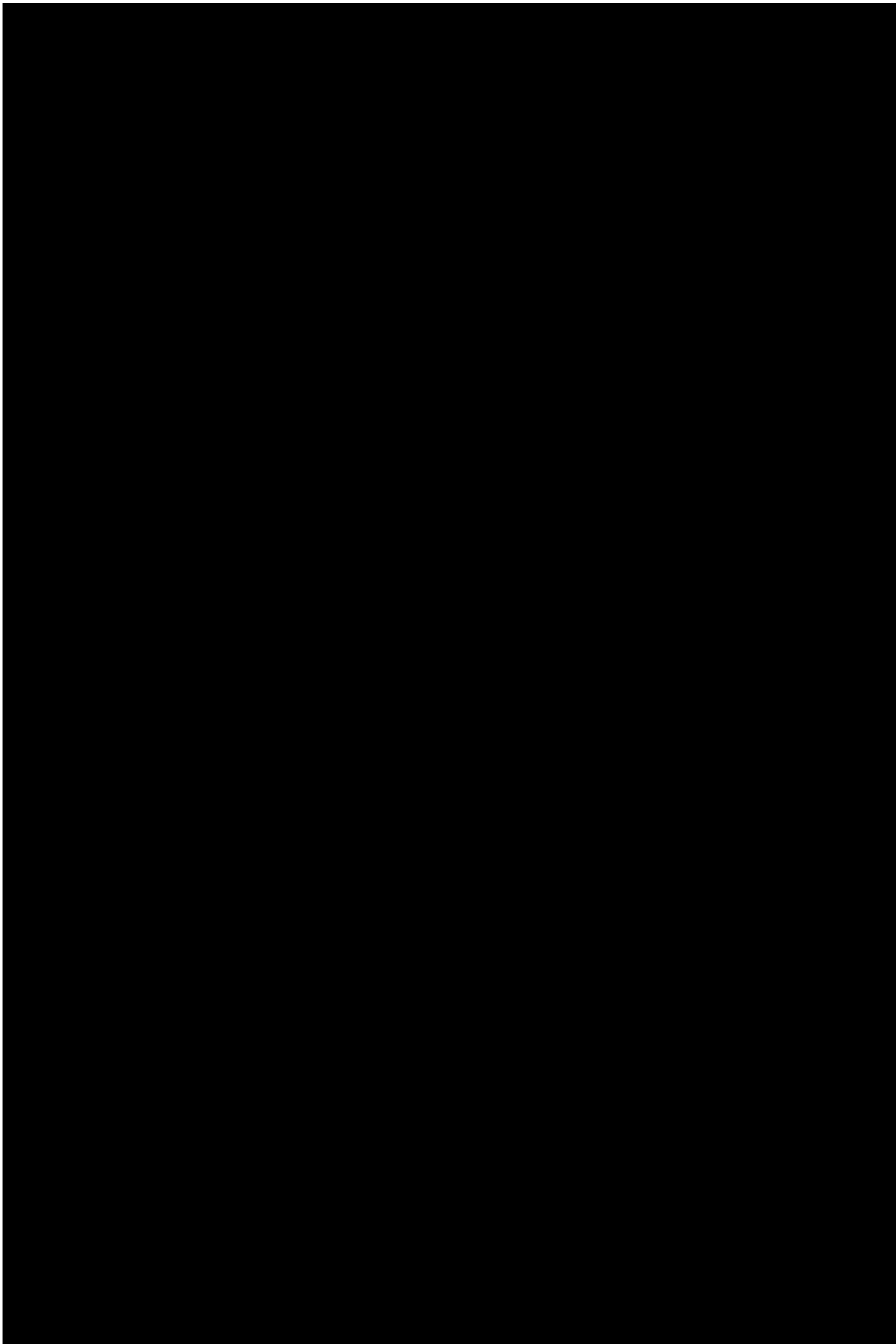


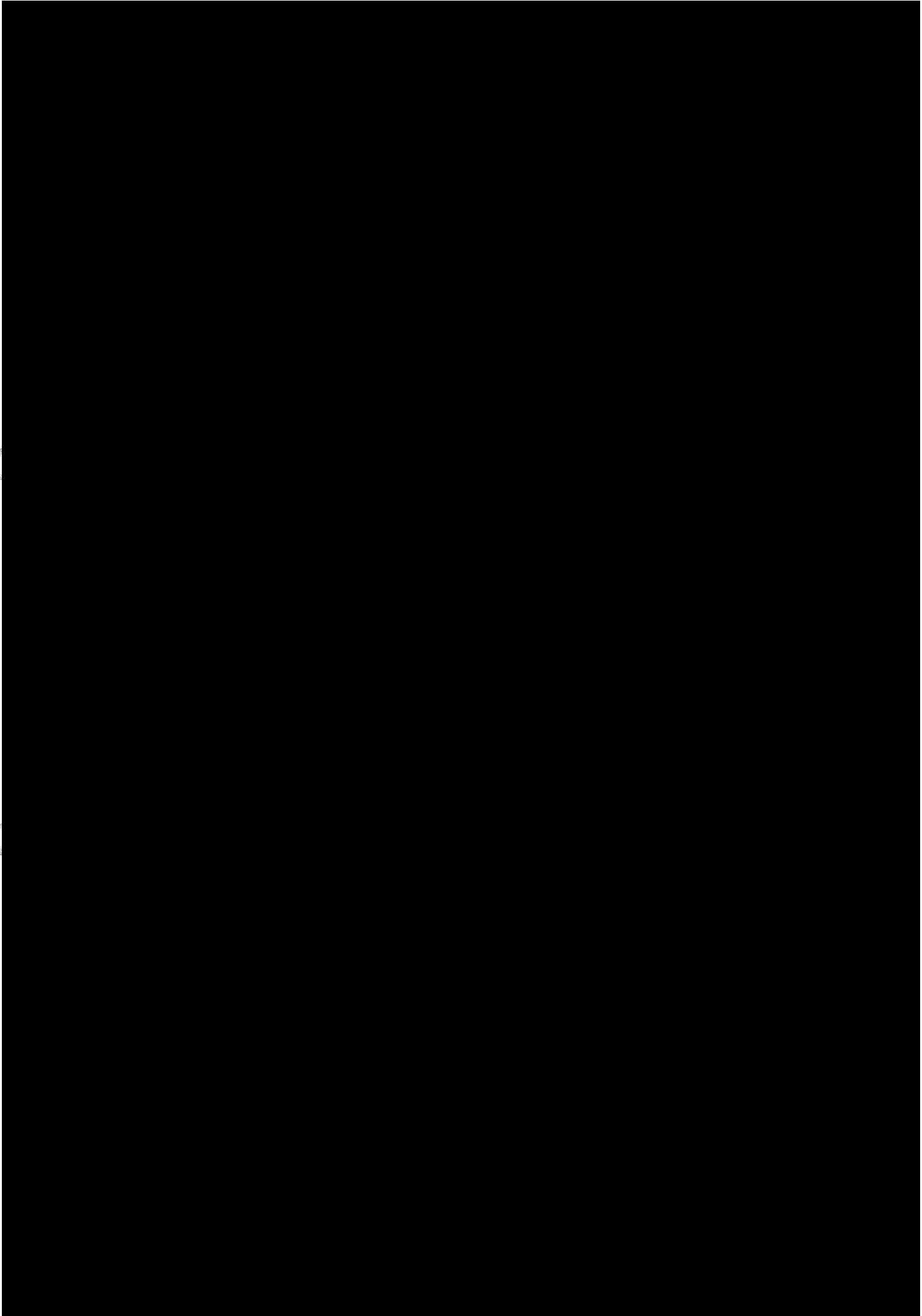


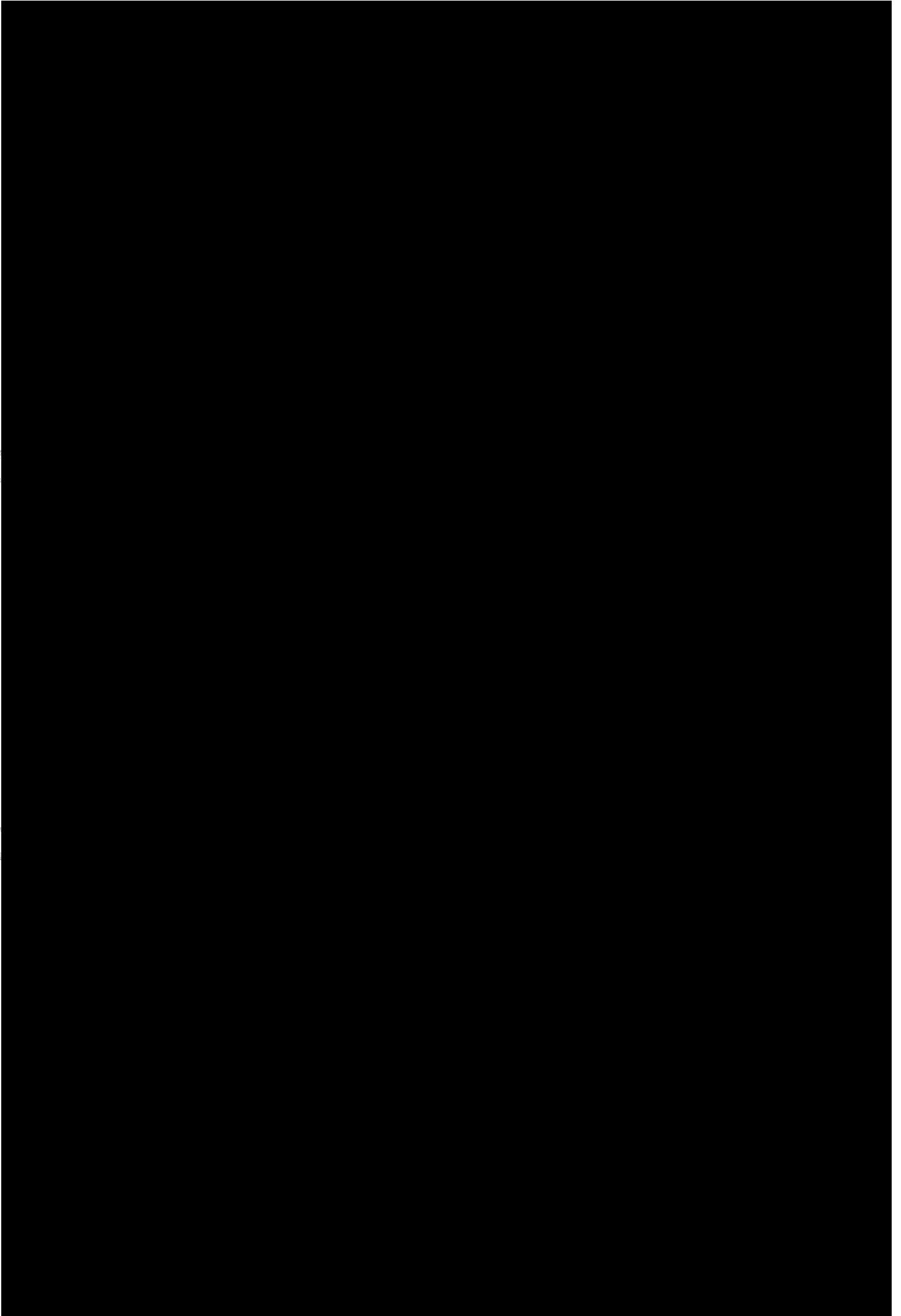


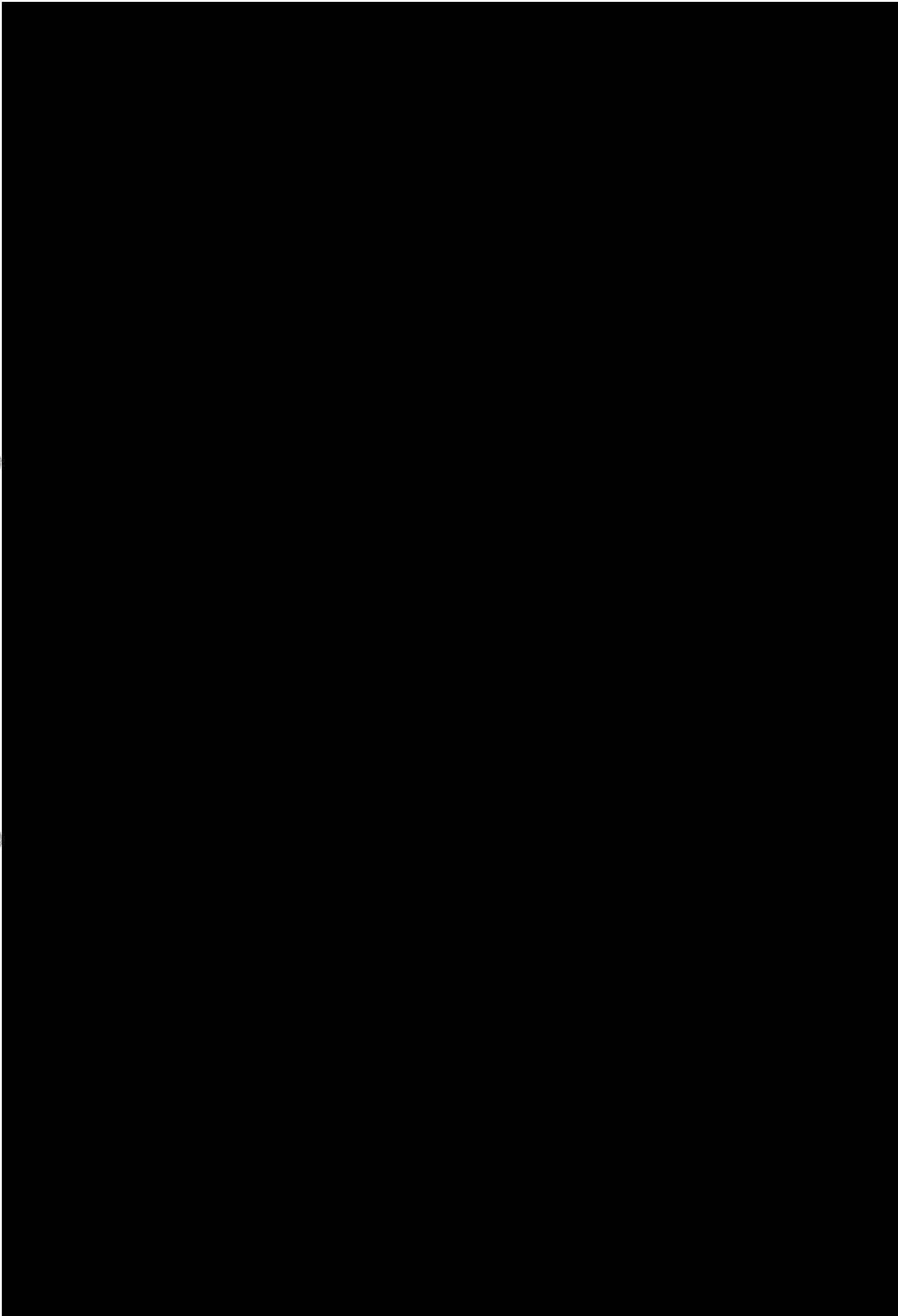


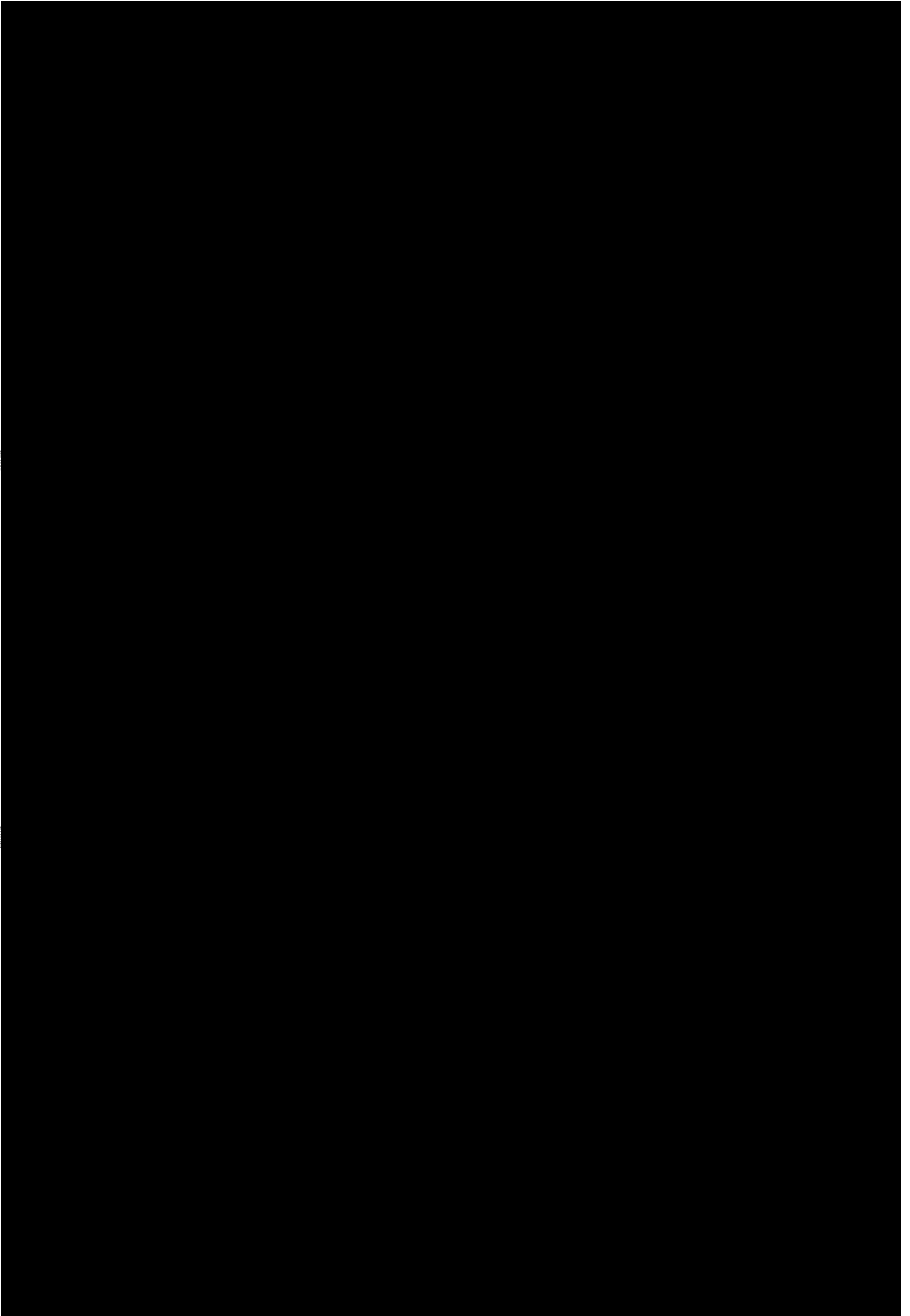


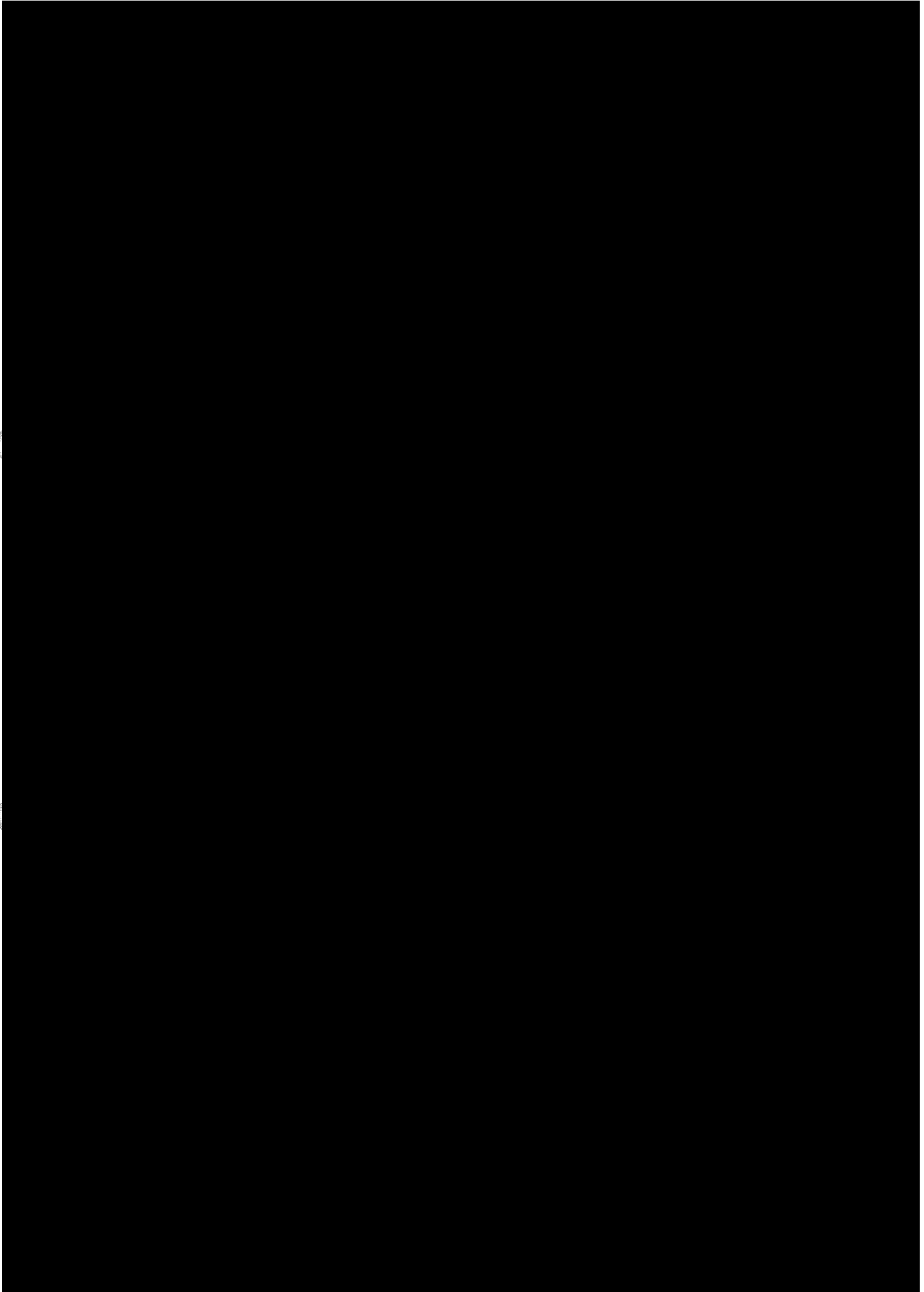


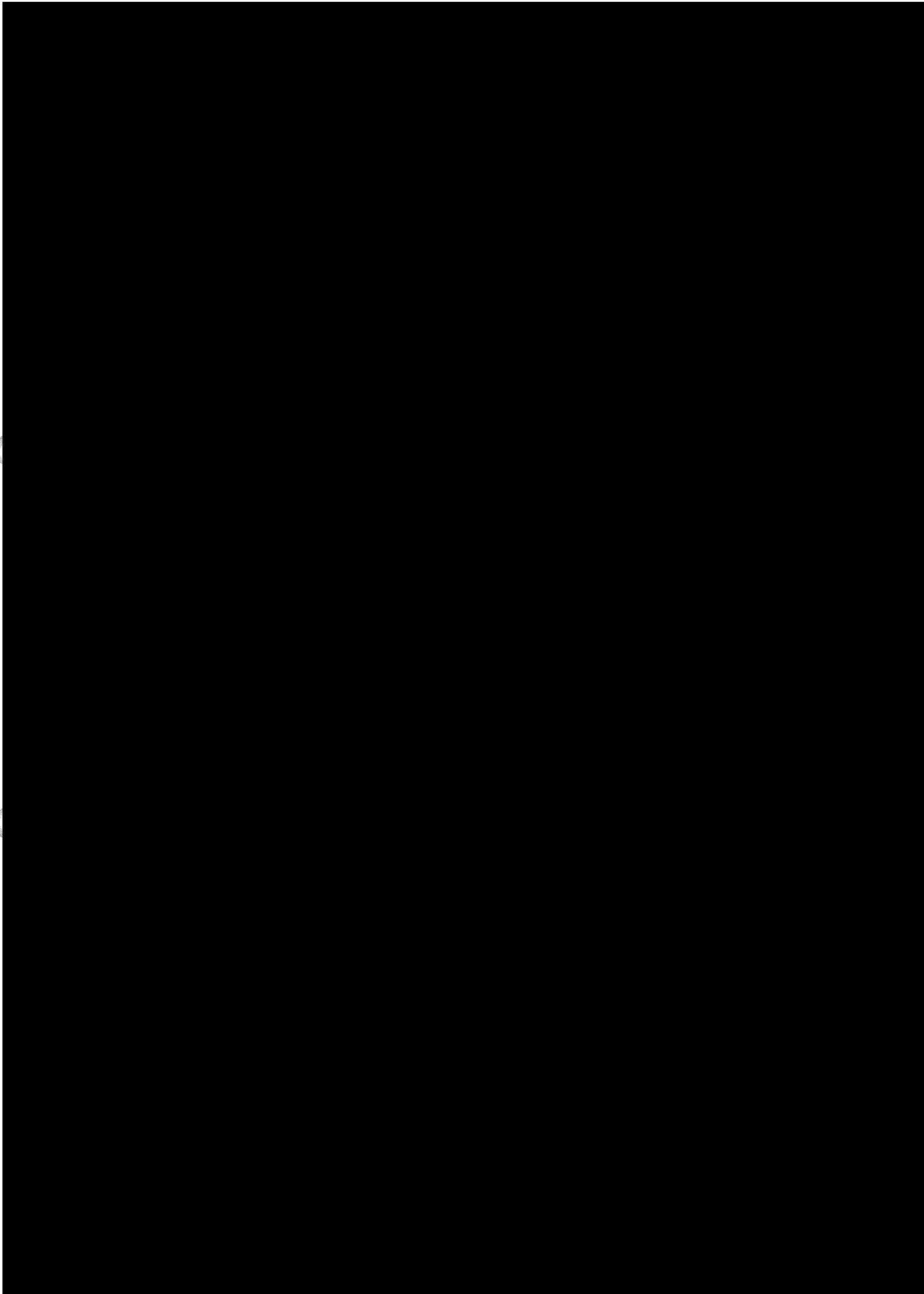


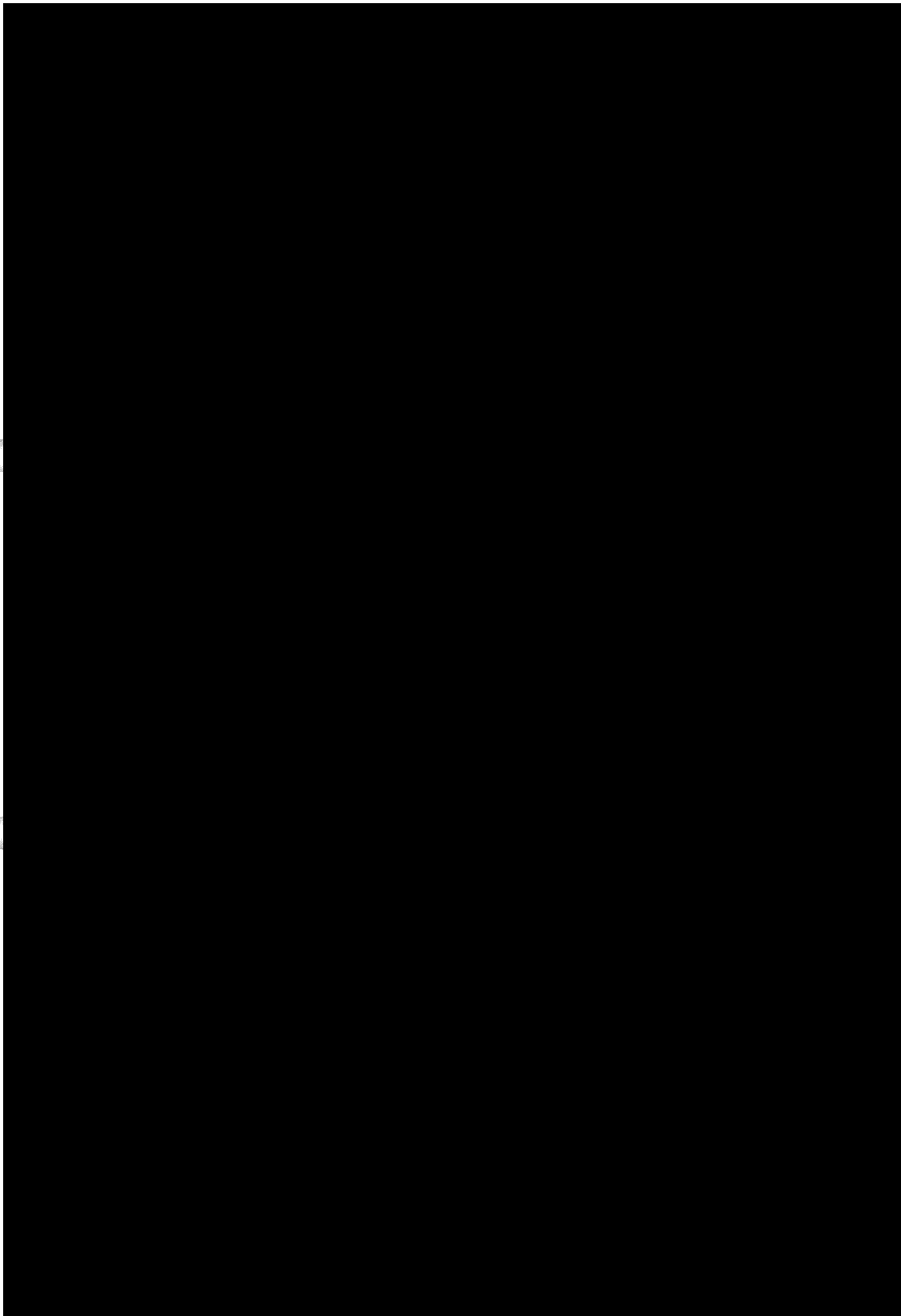


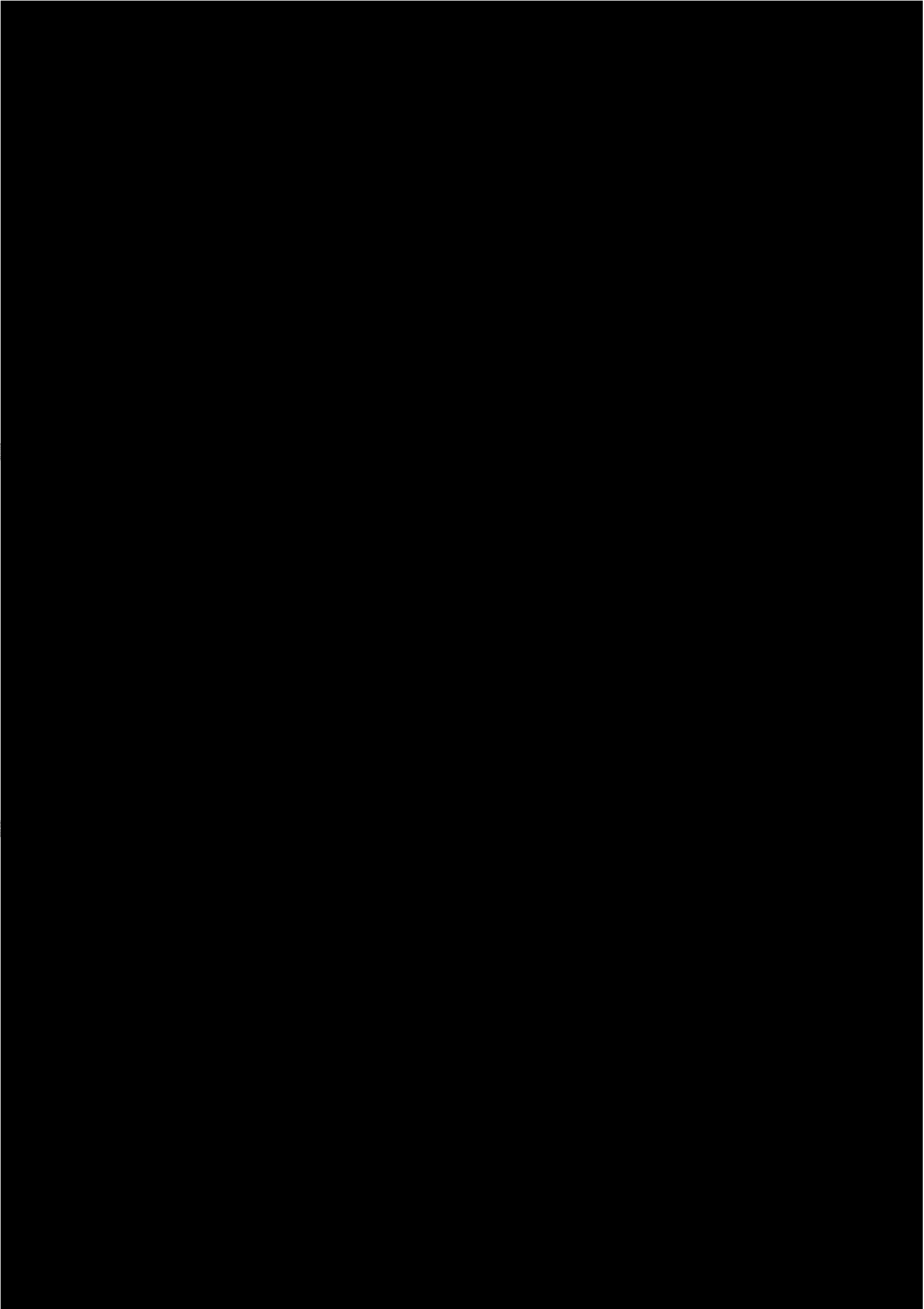


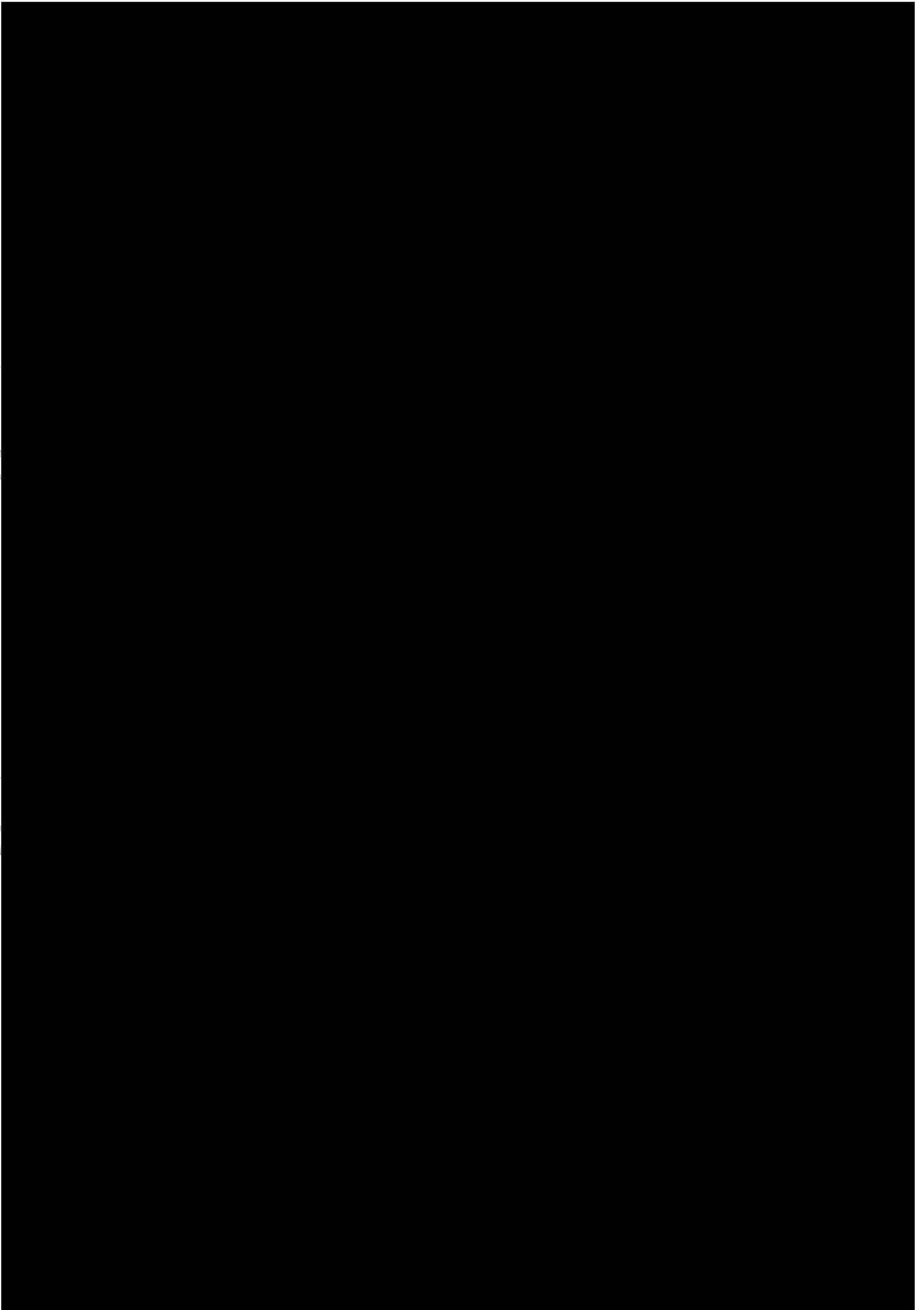




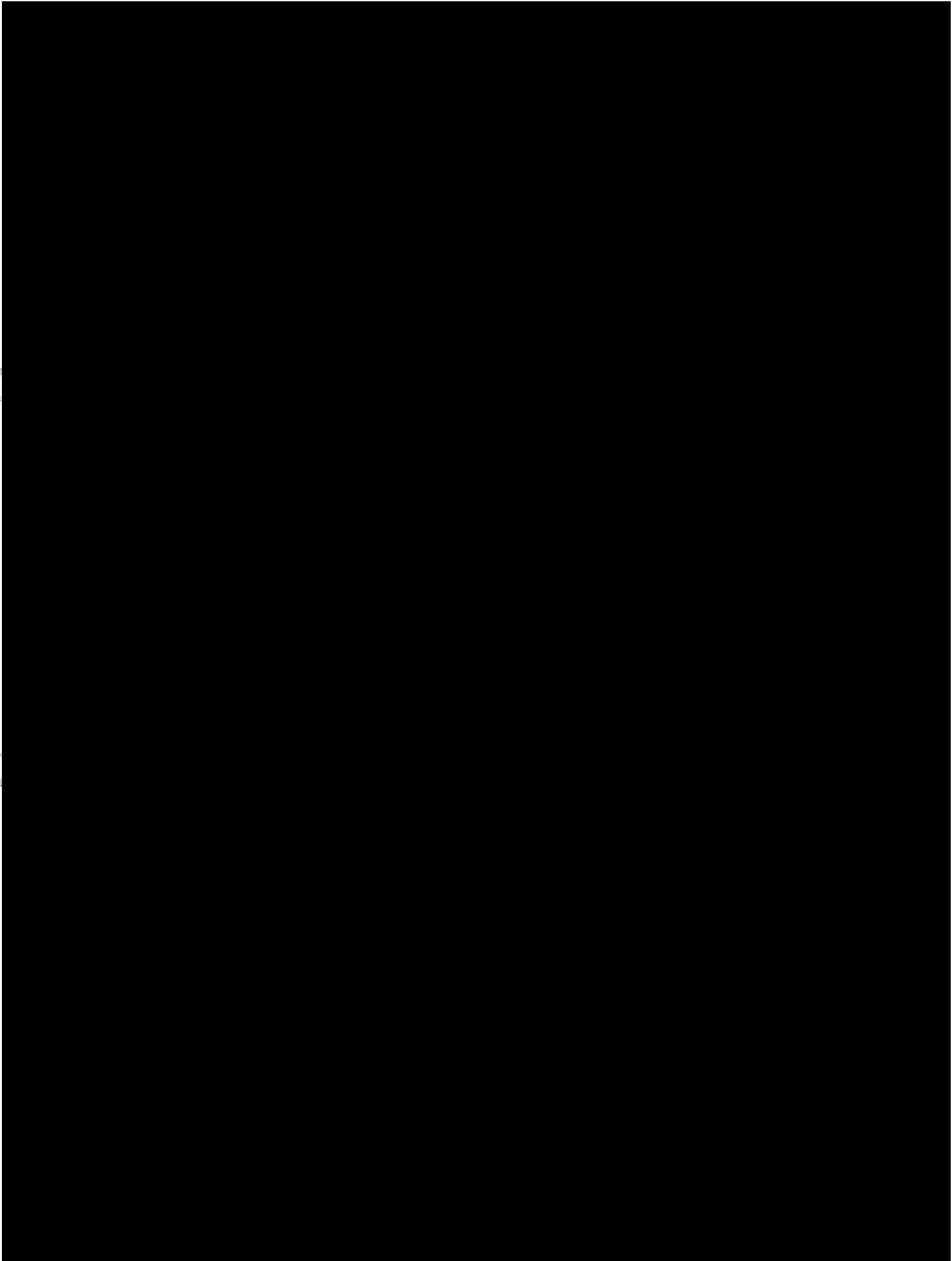


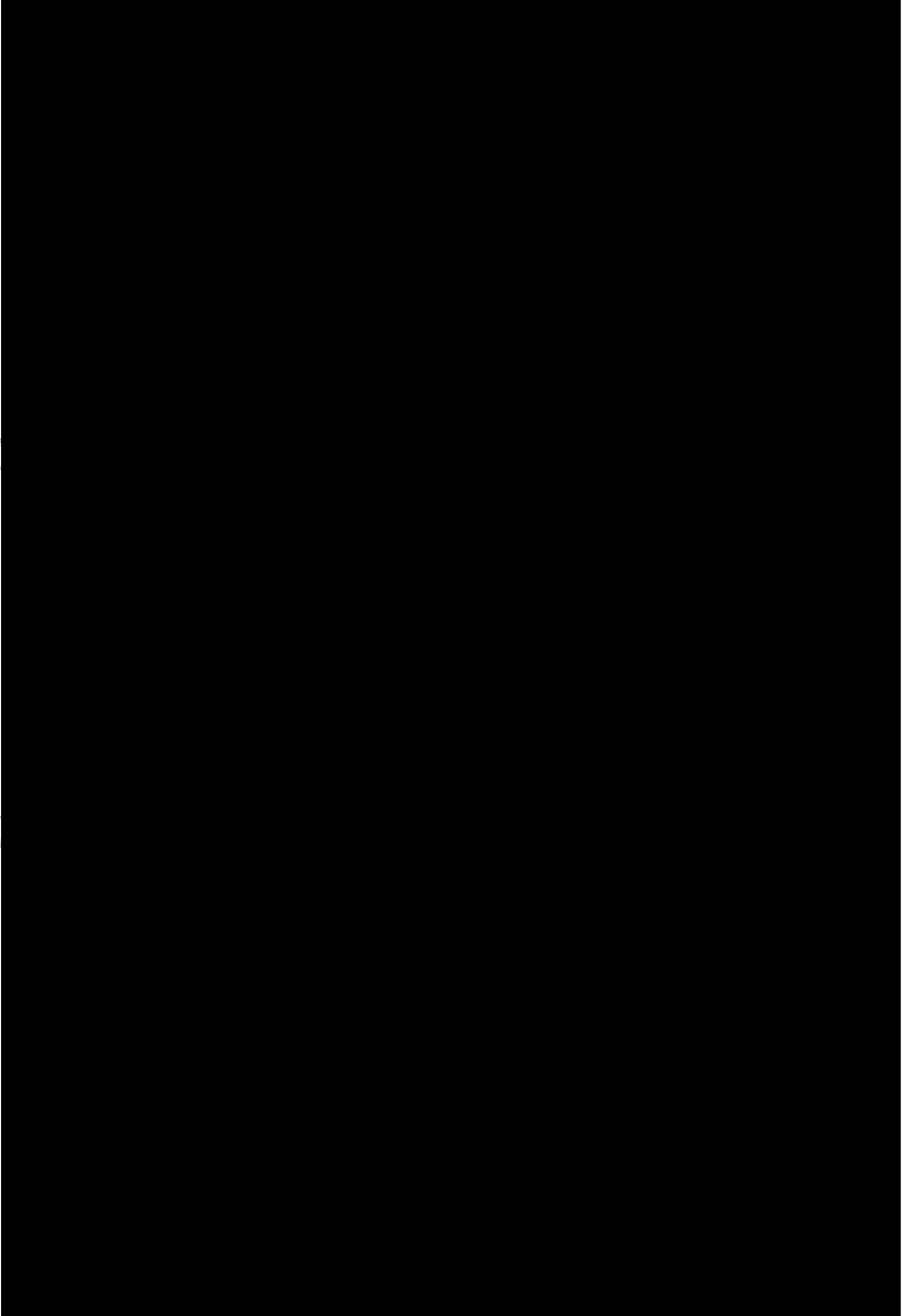


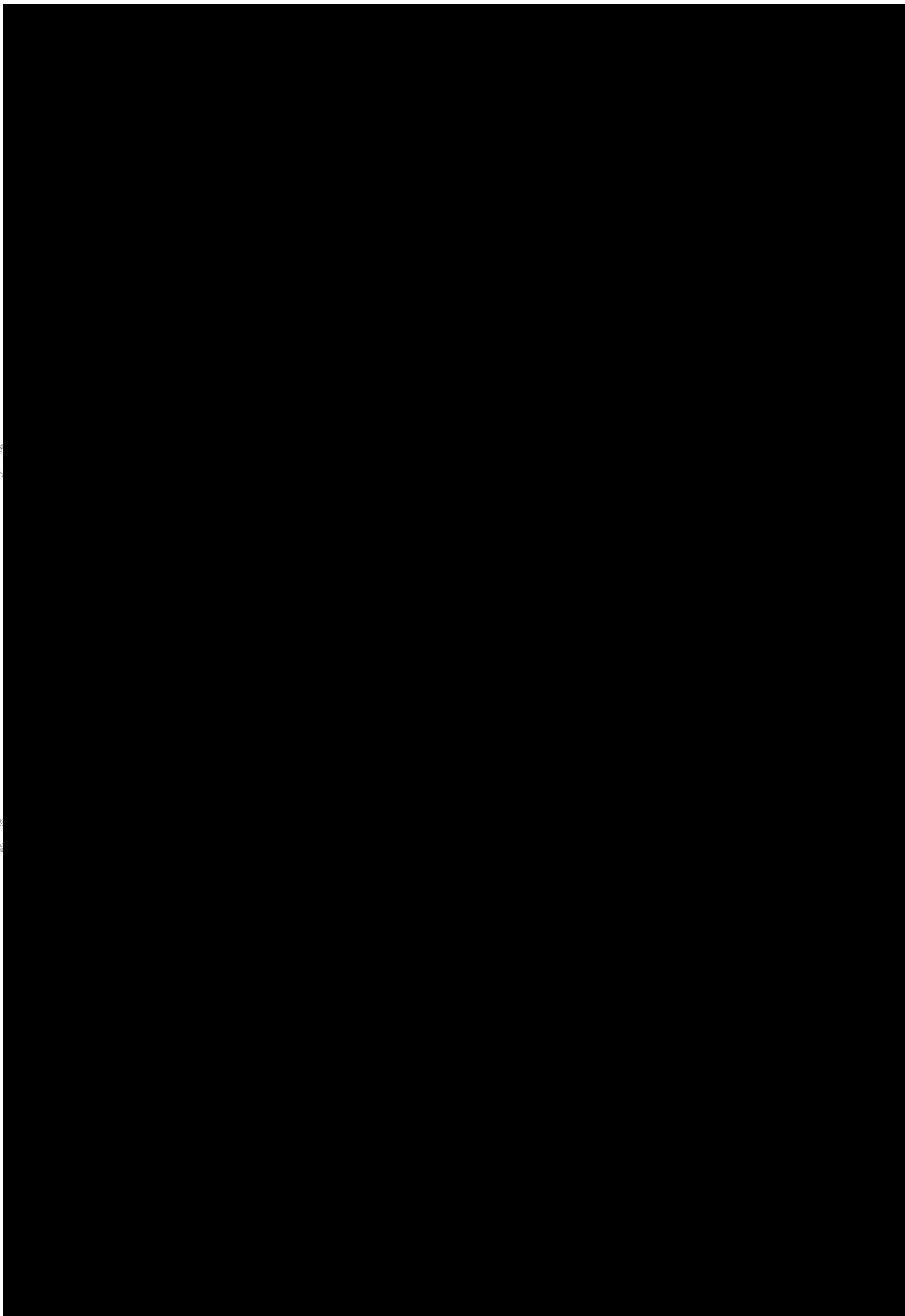


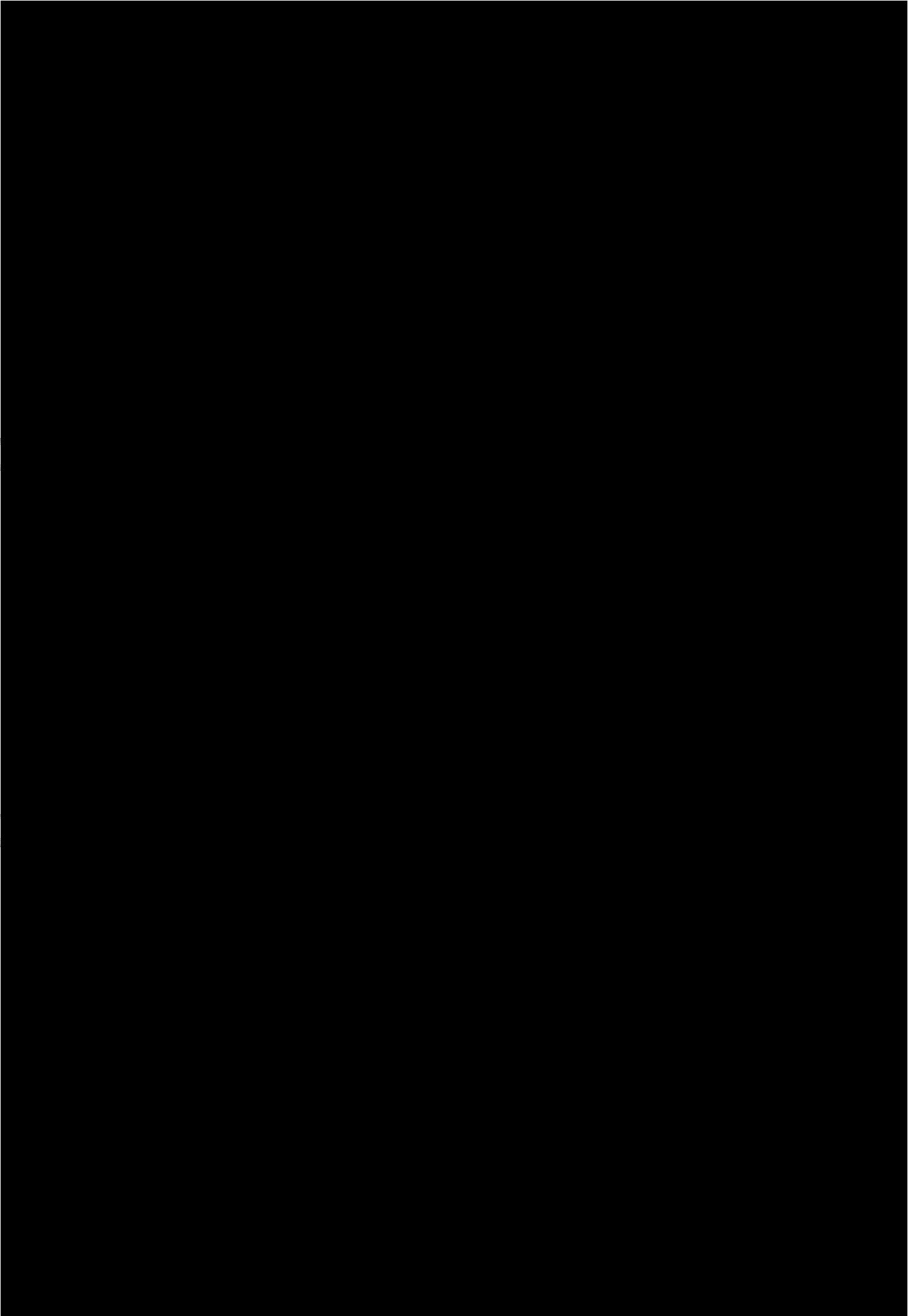


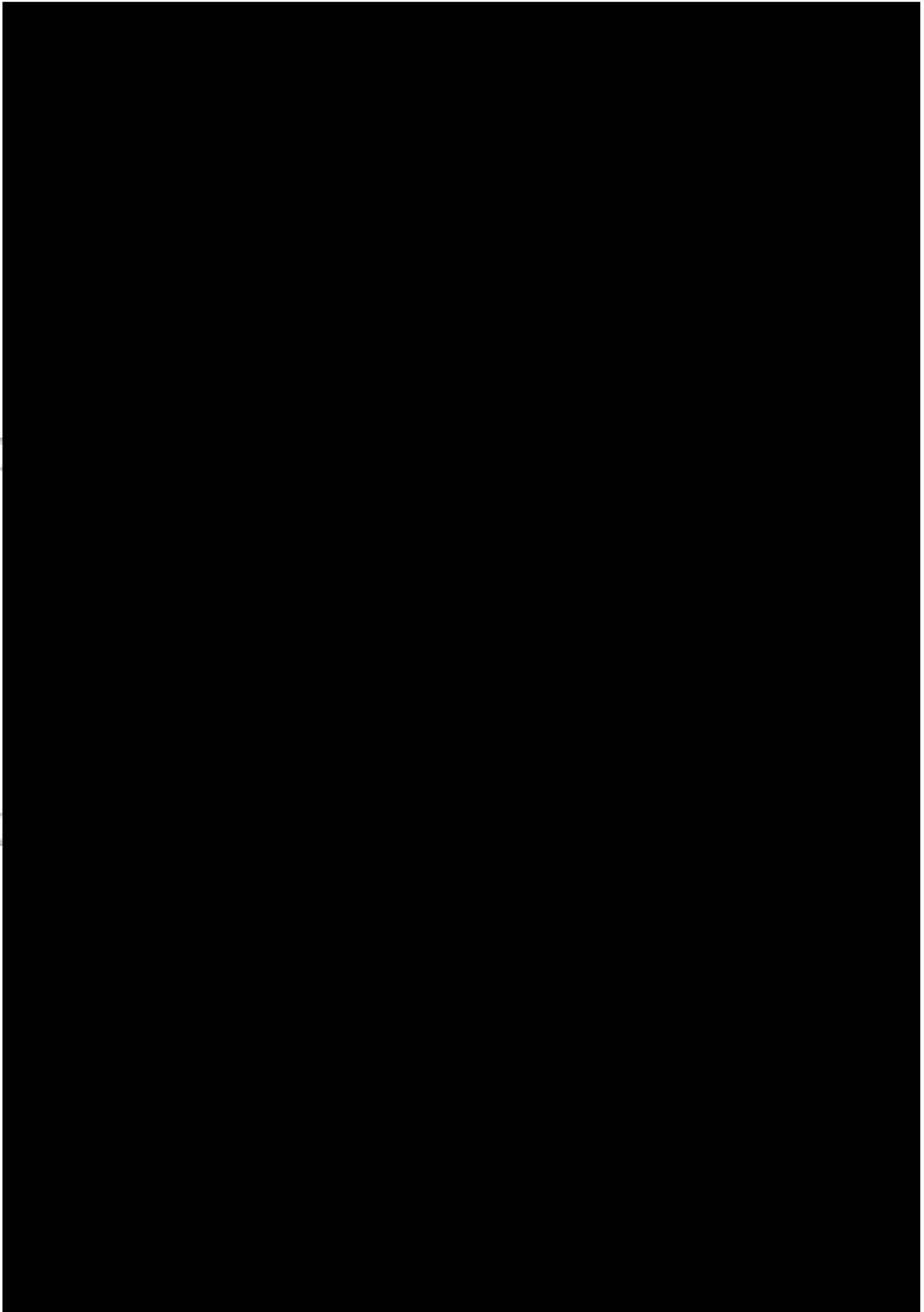
**SCHEDULE A23
LW Contractor Cooperation and Integration Deed**

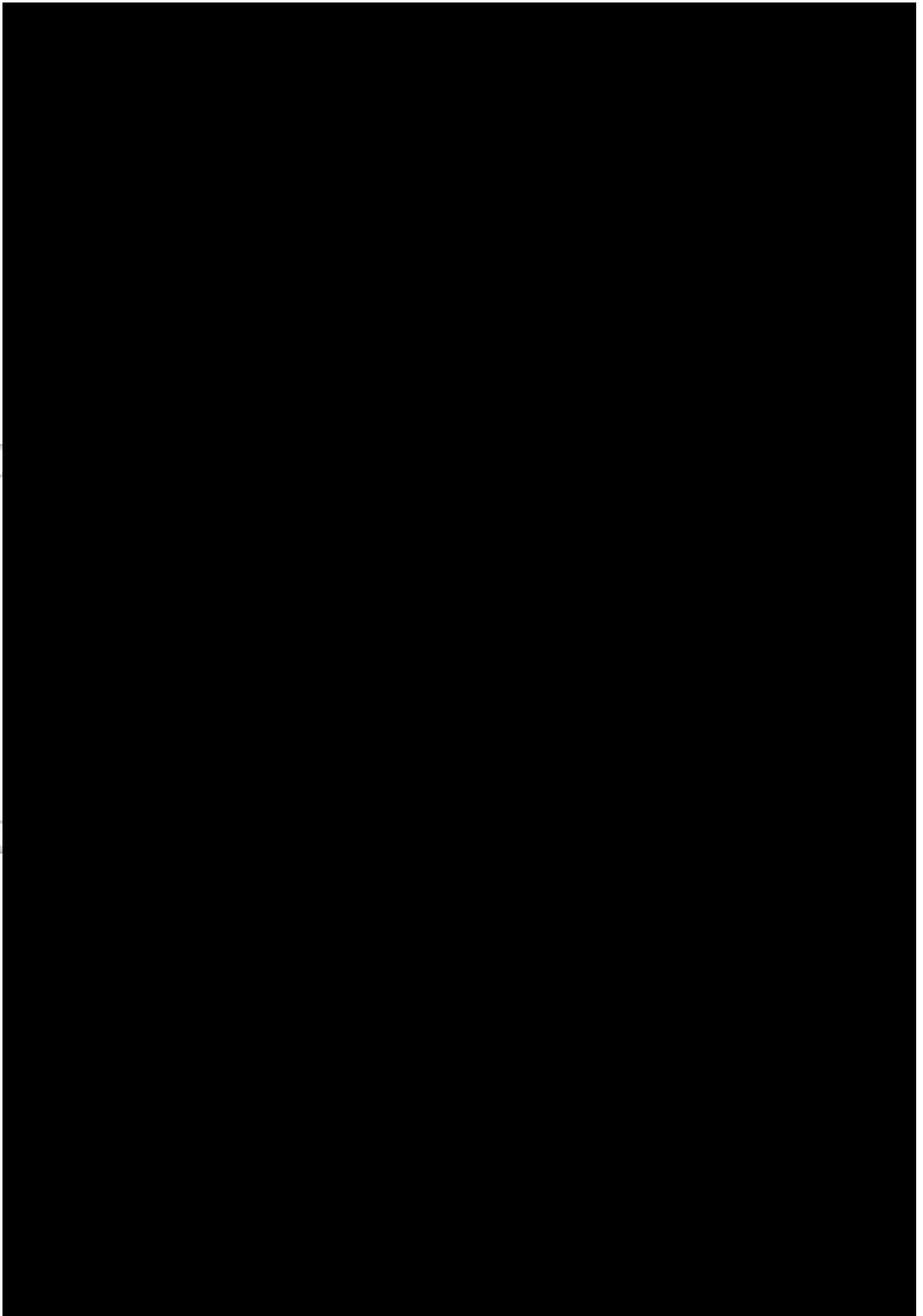


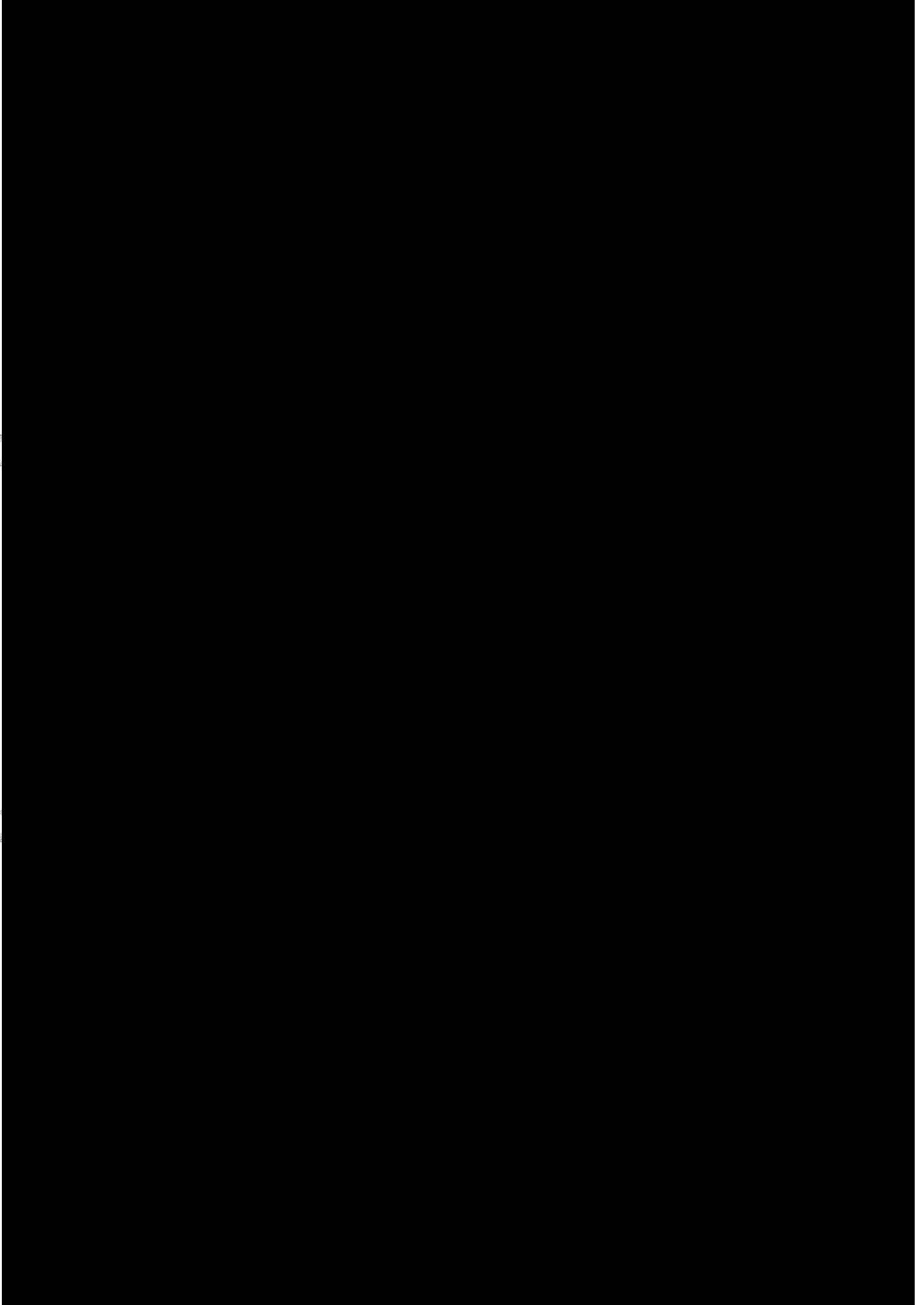


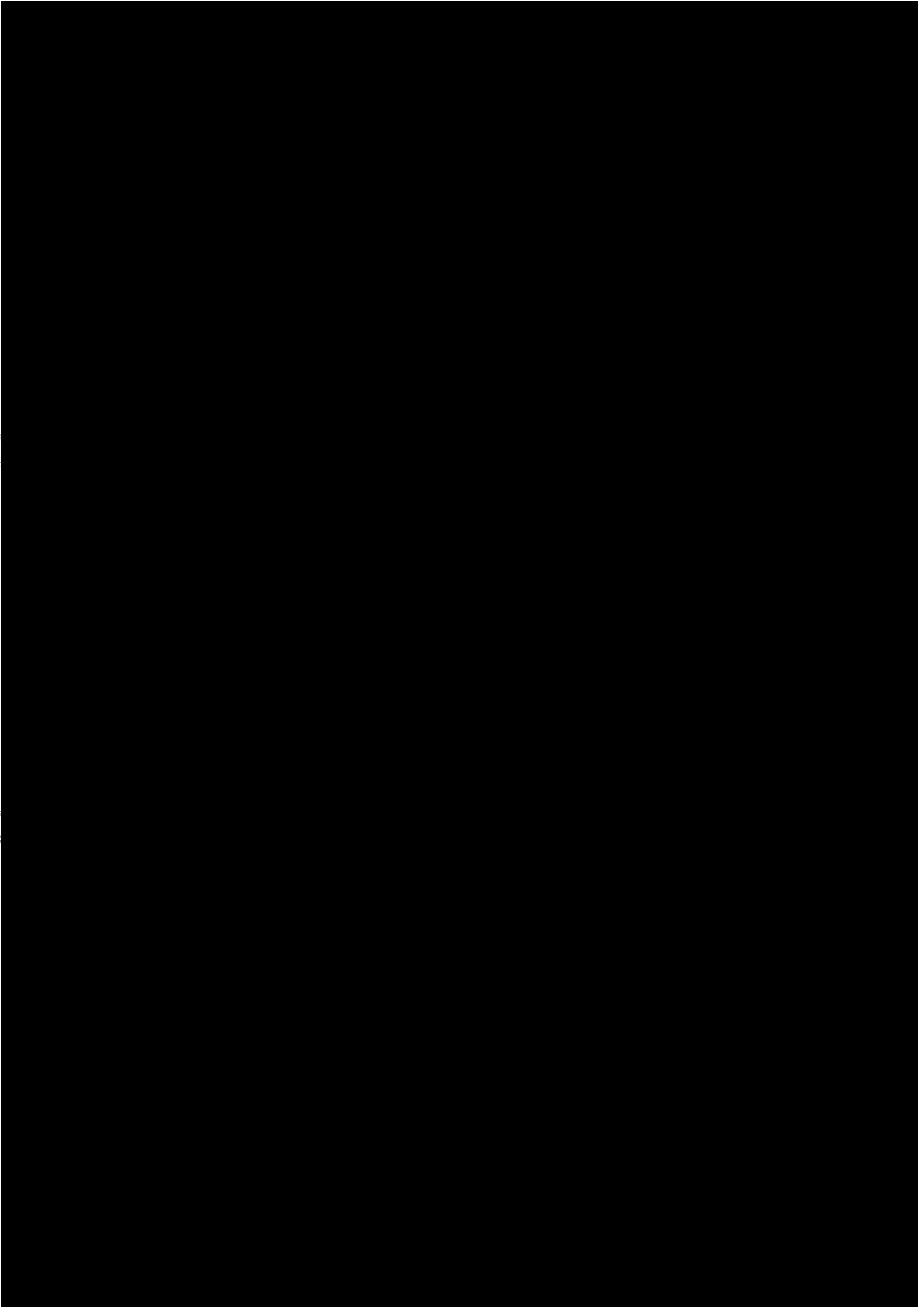


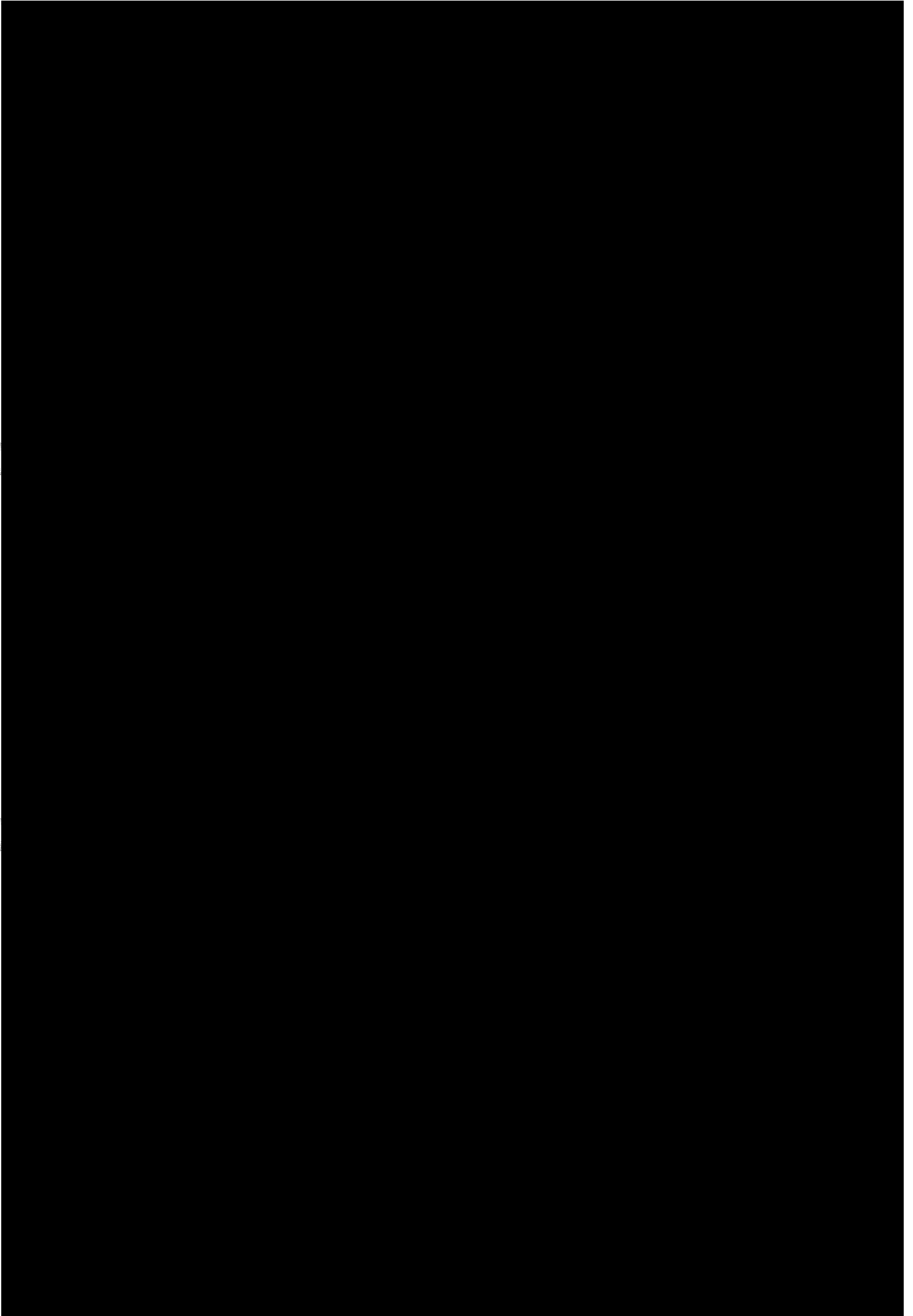


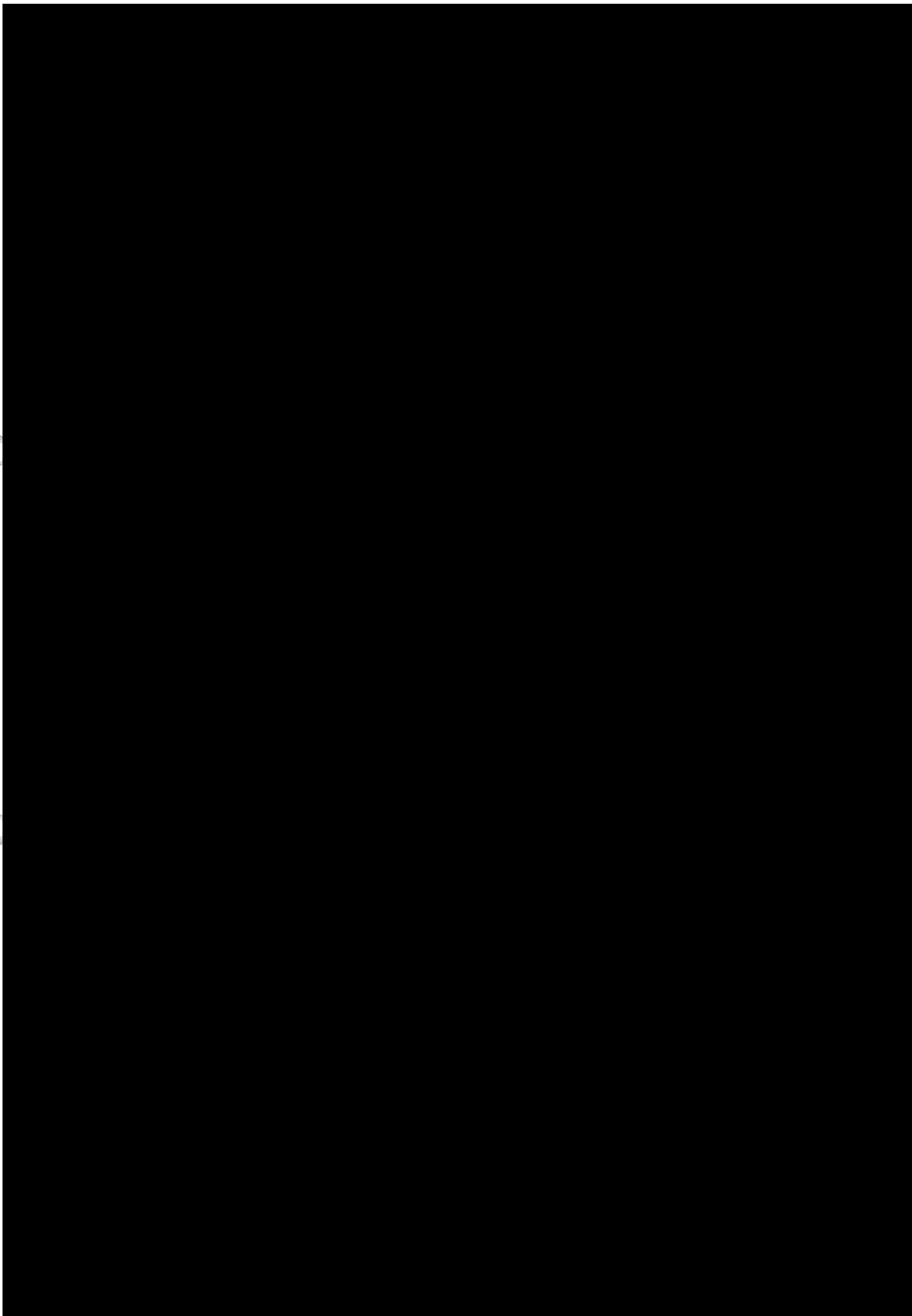


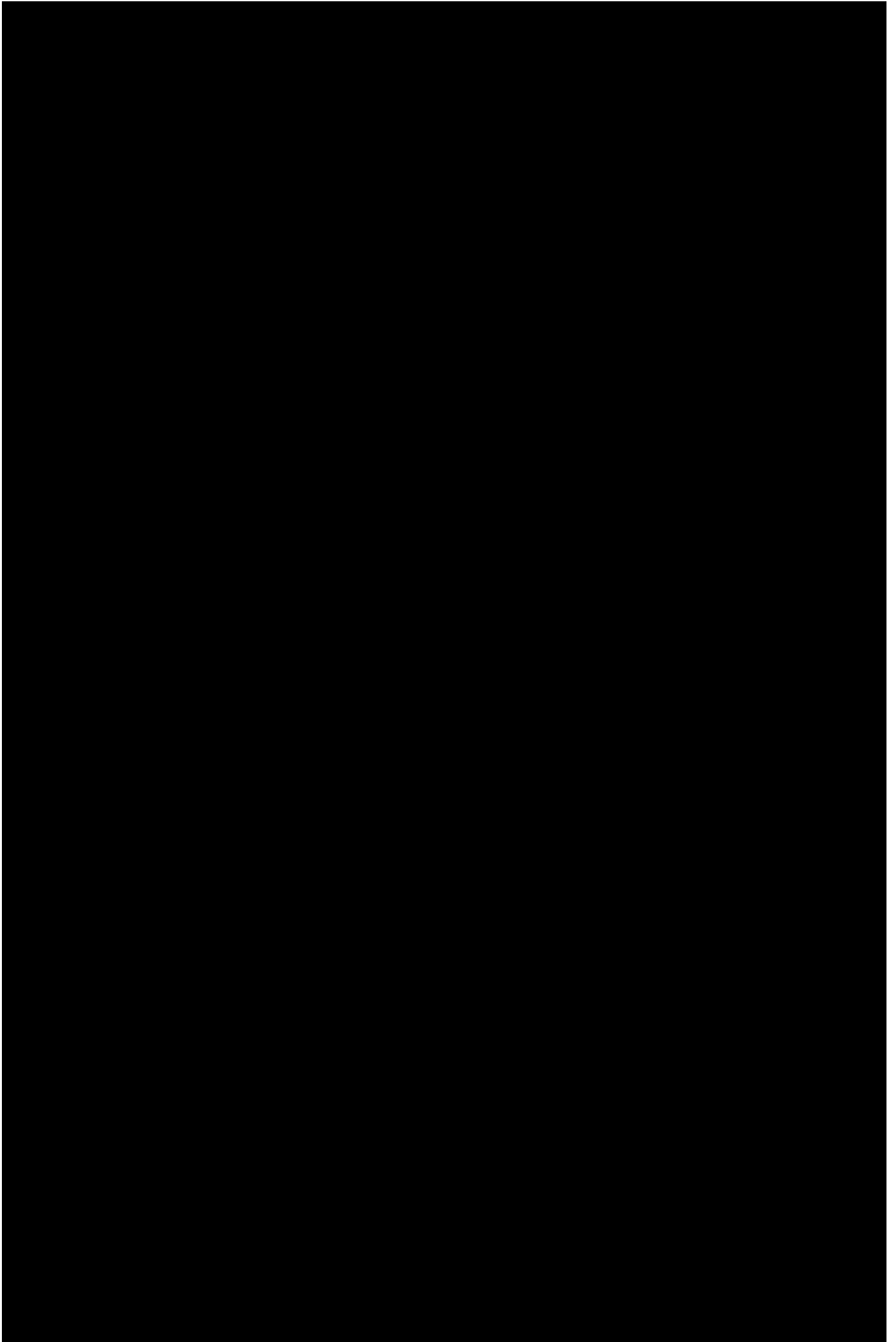


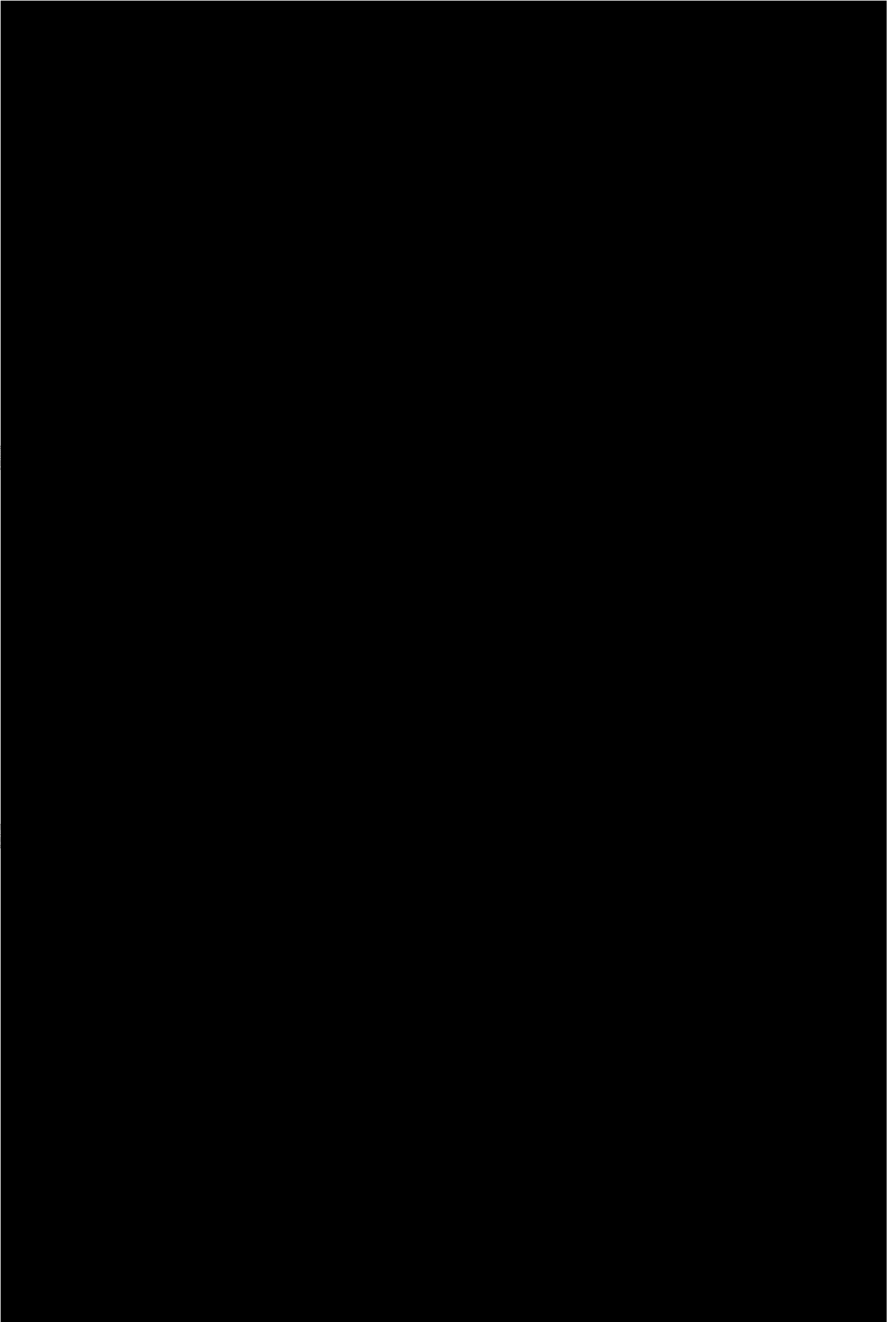


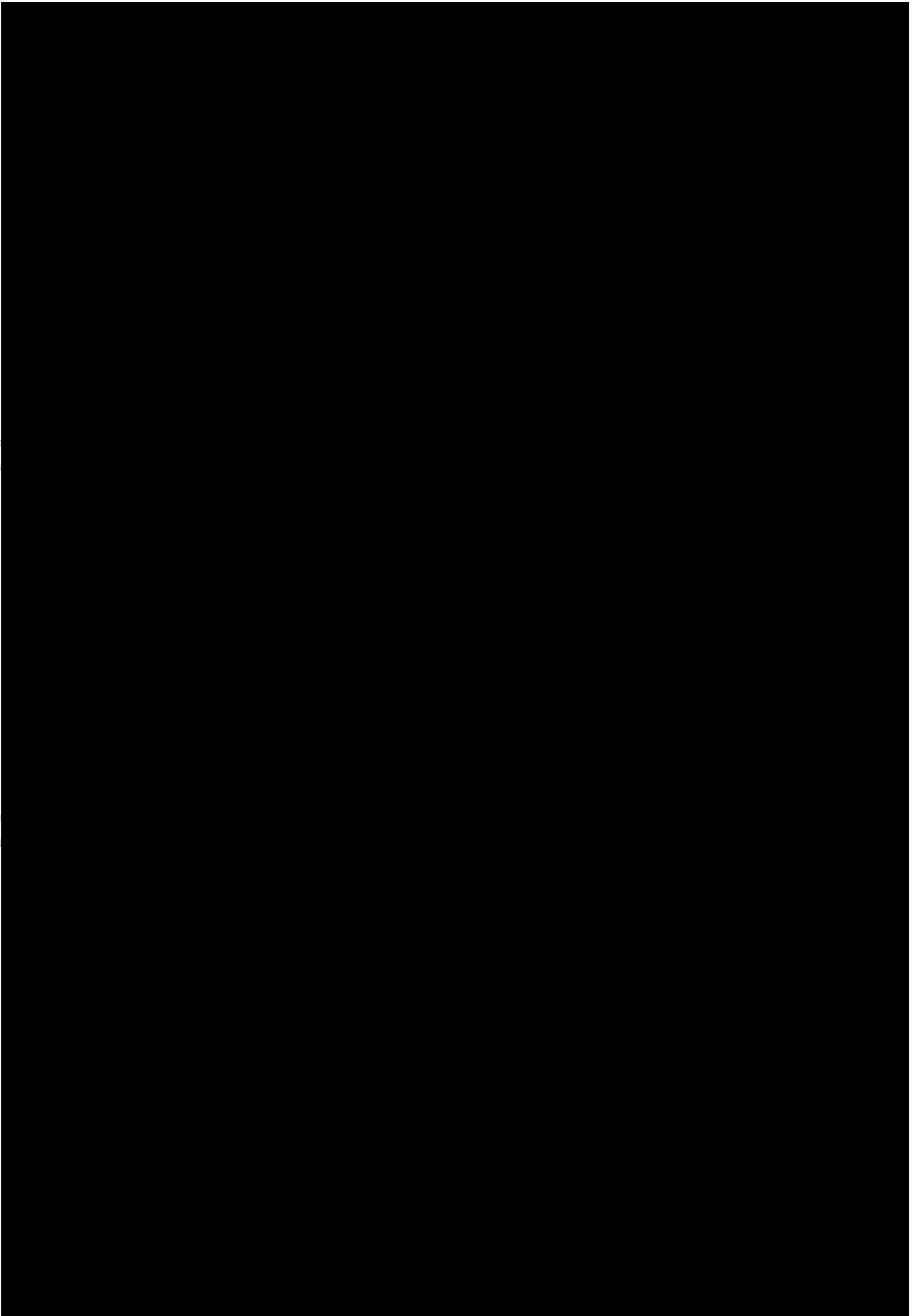


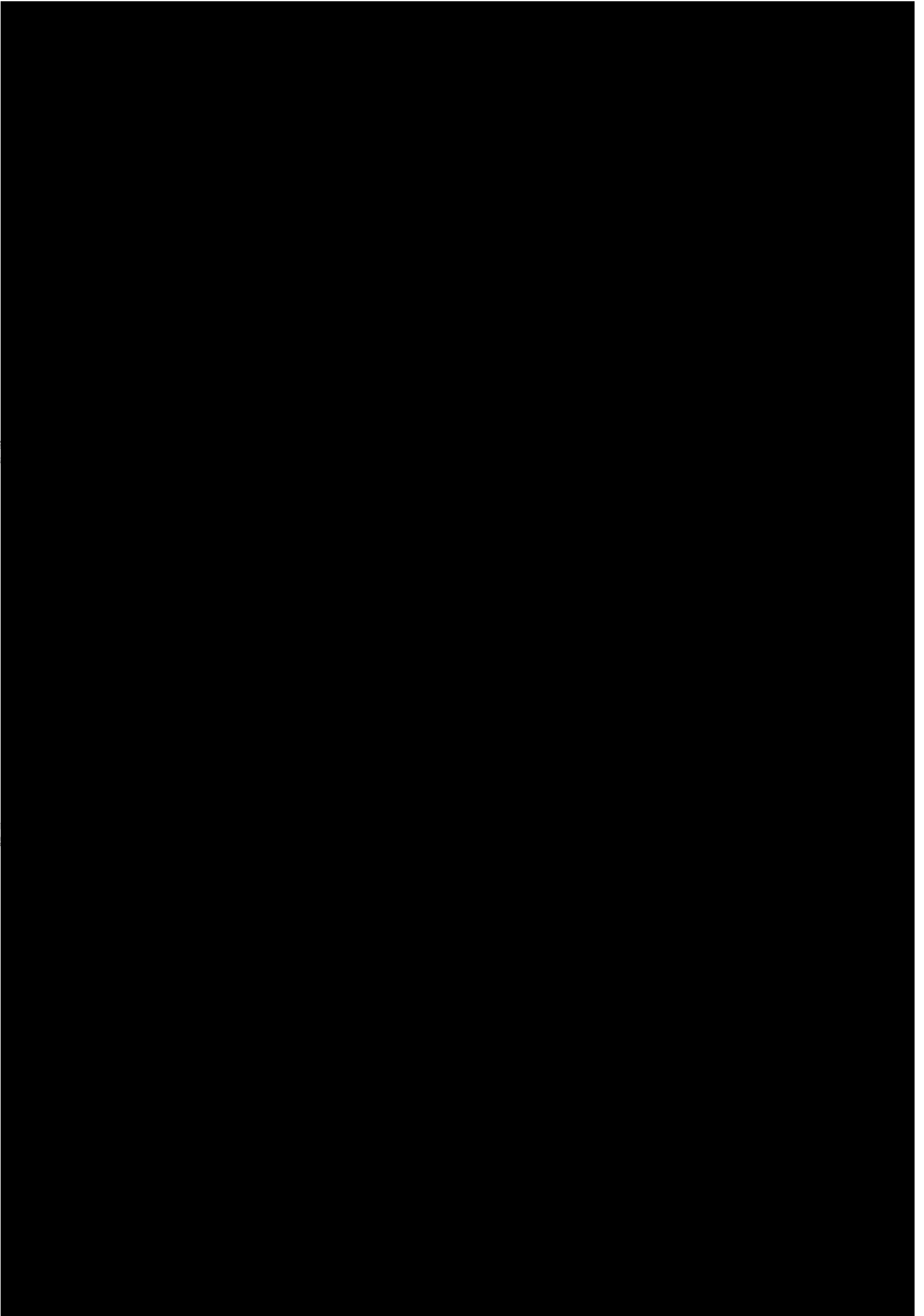


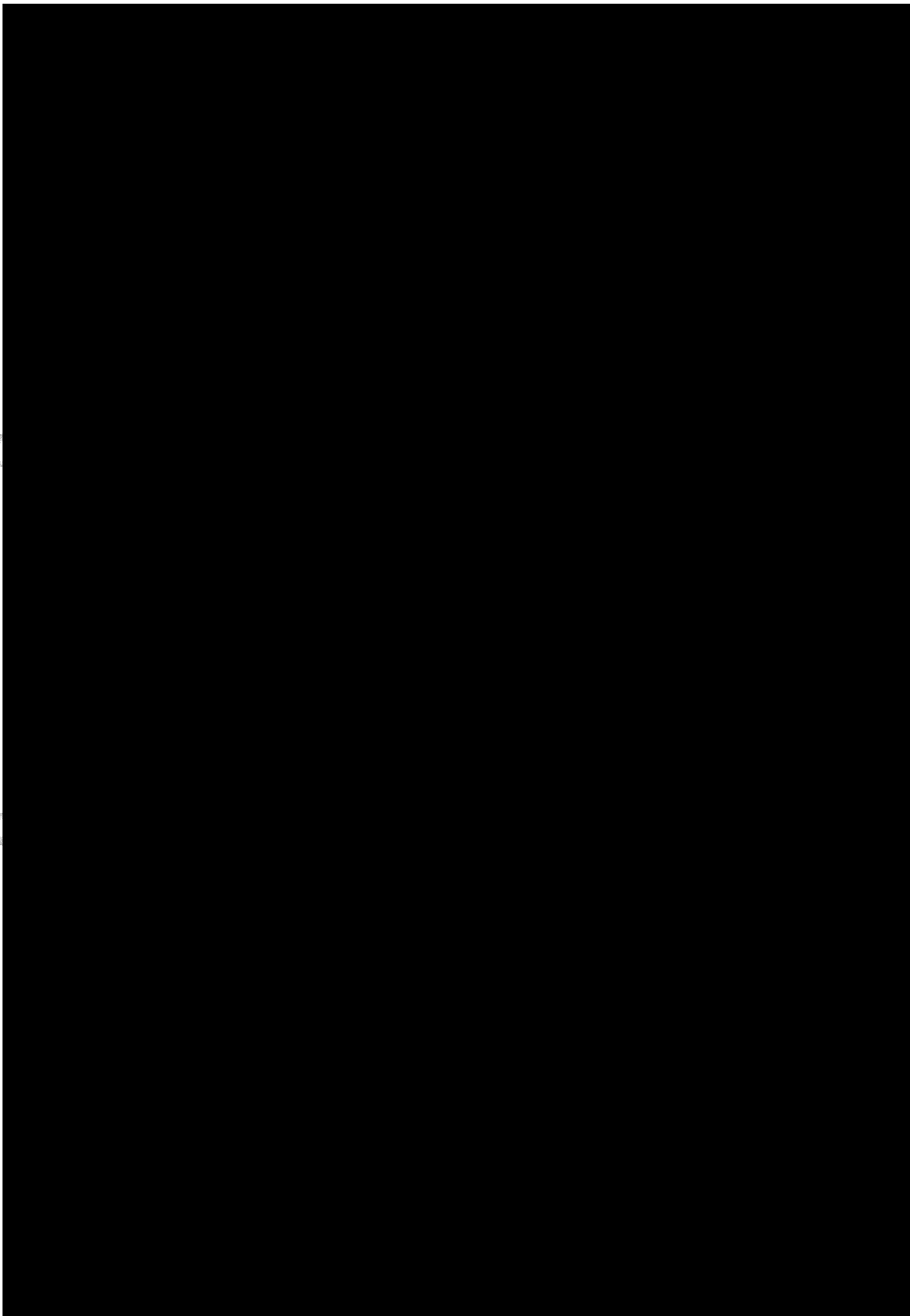


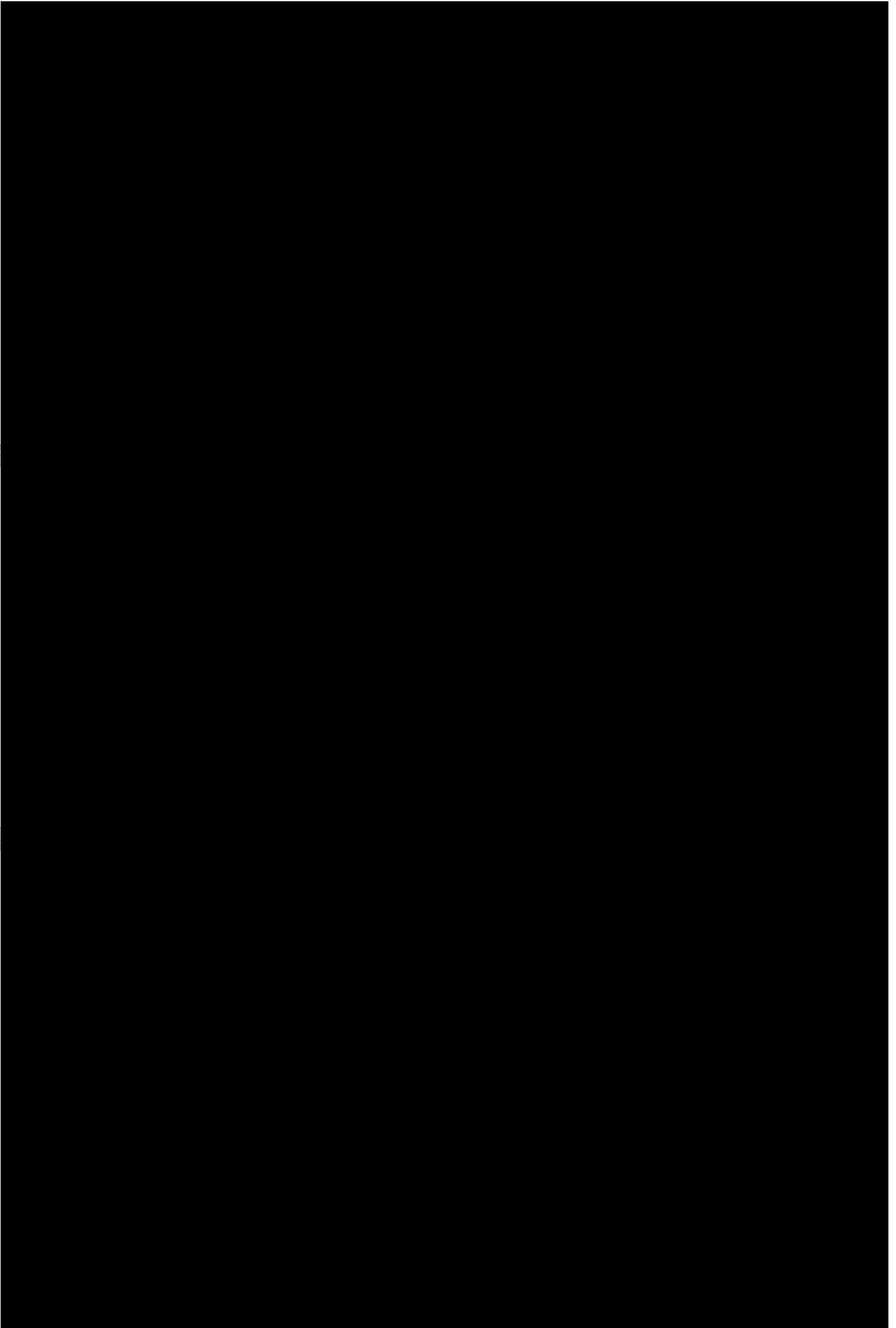


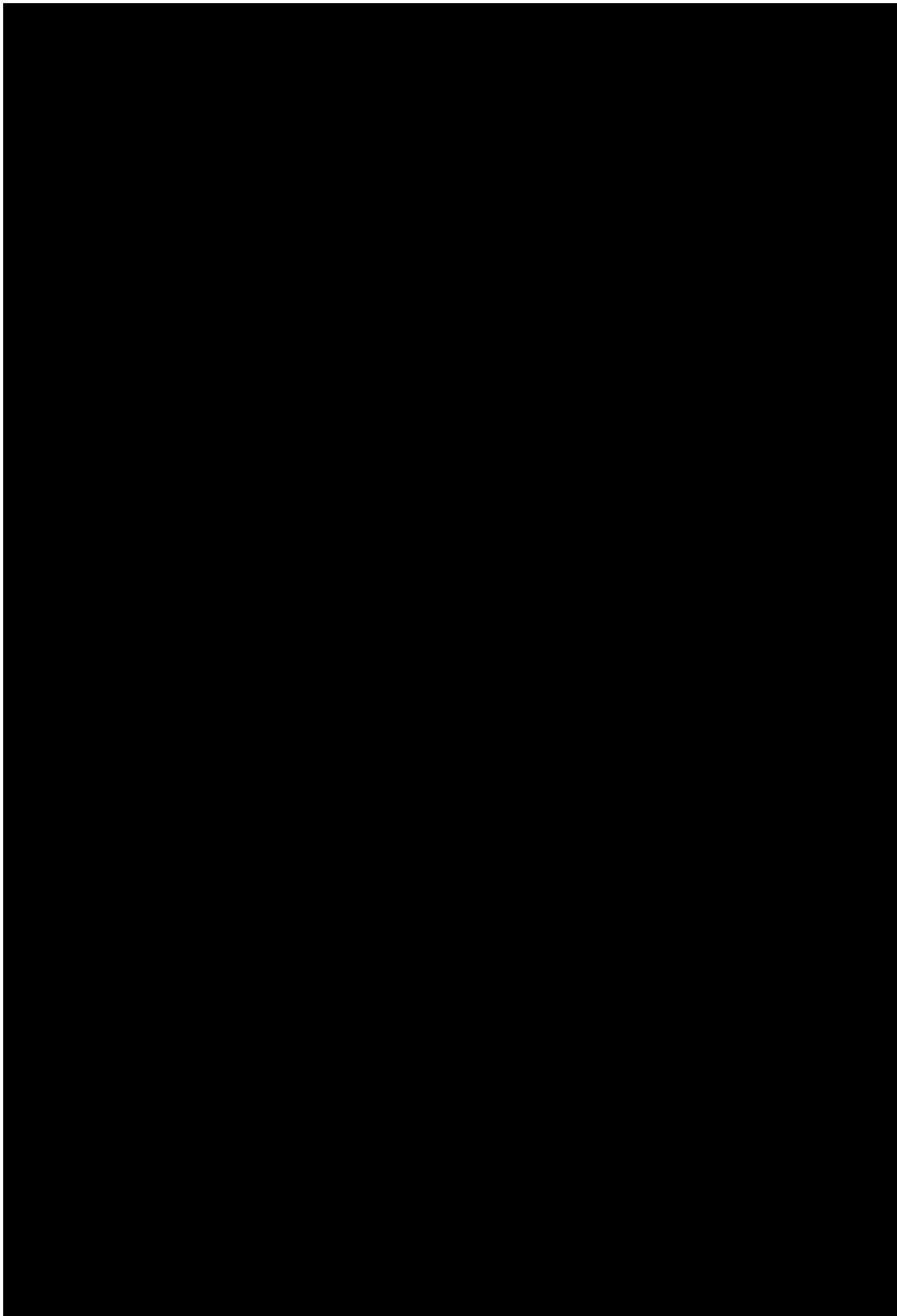


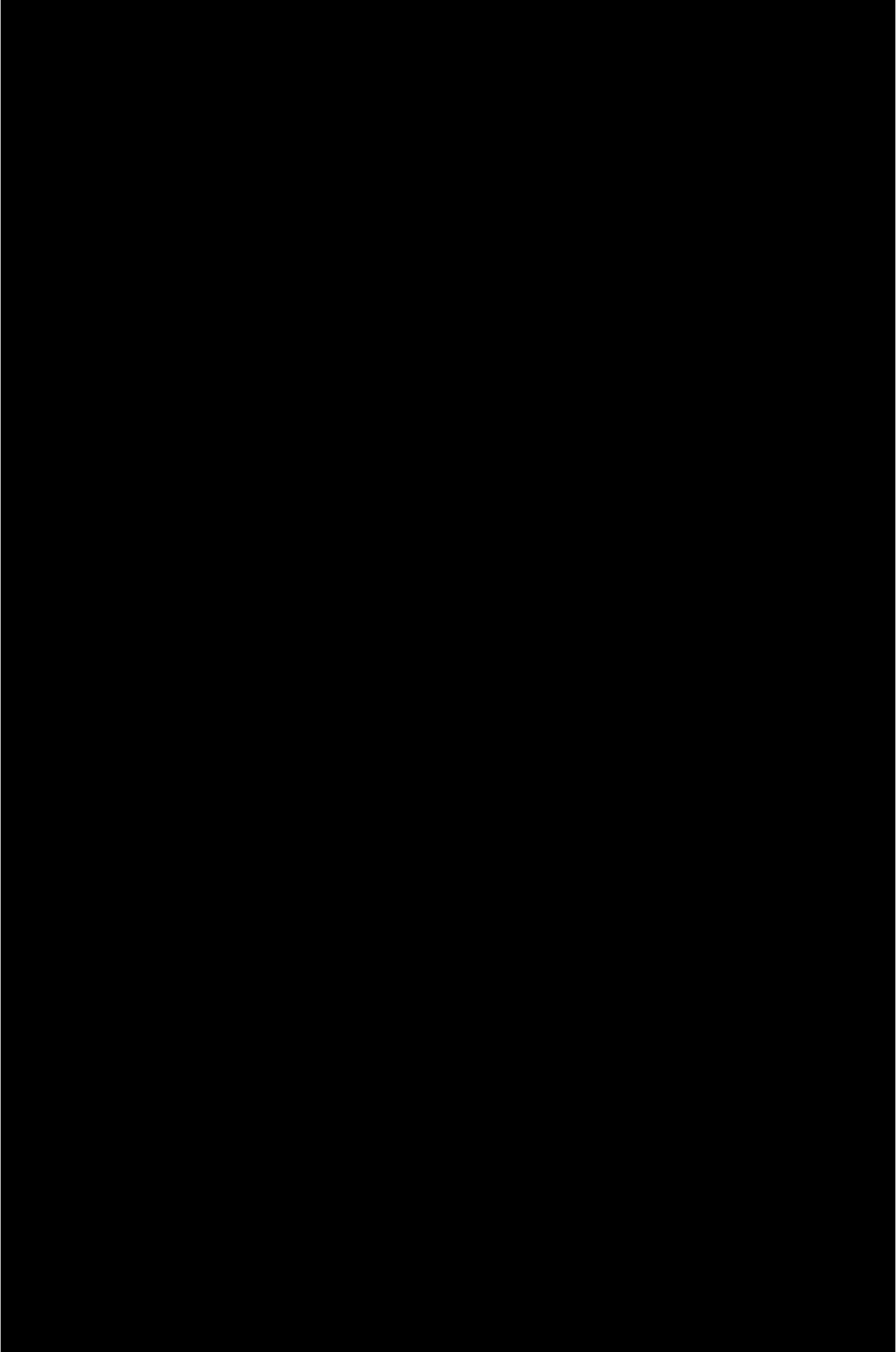


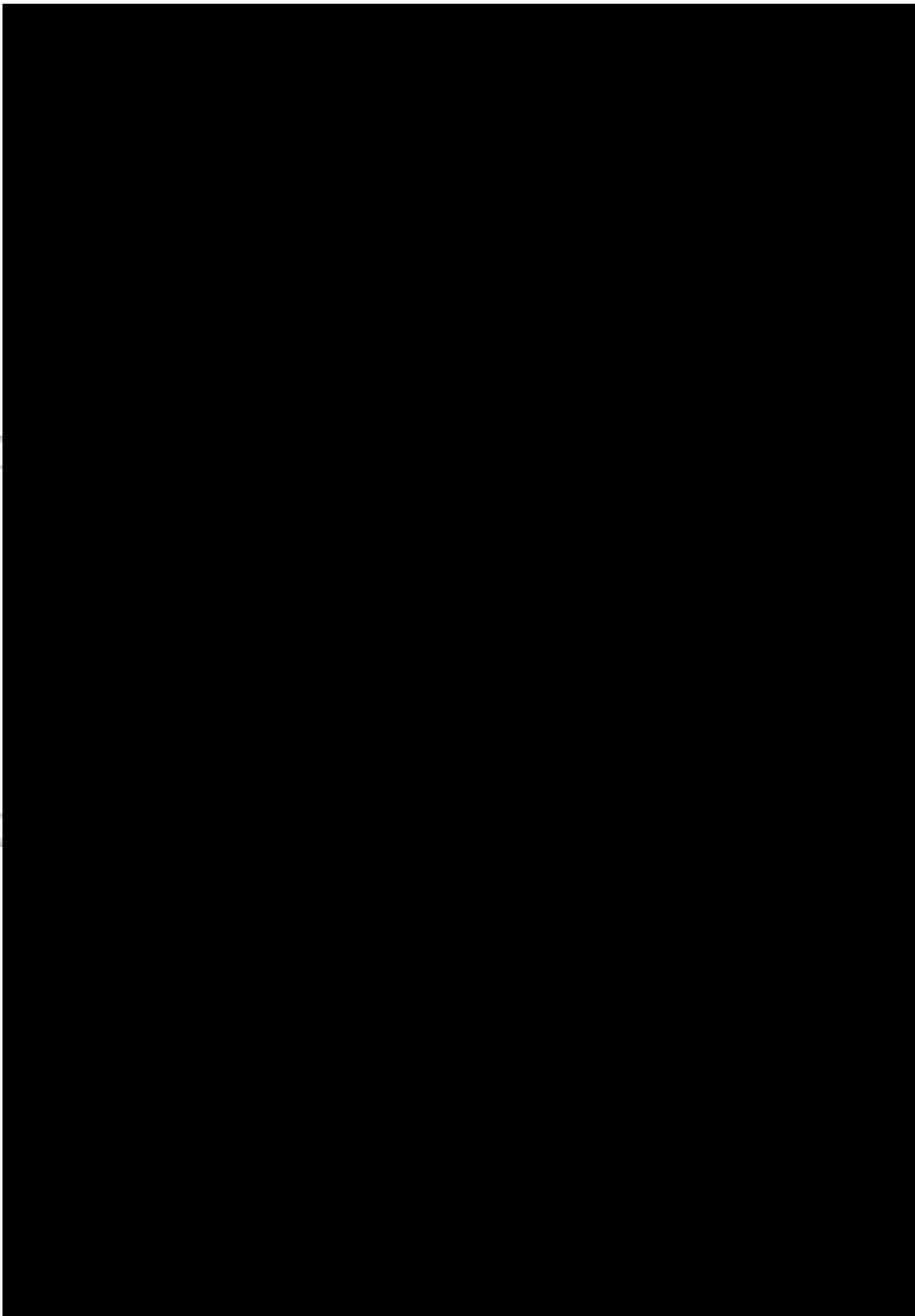


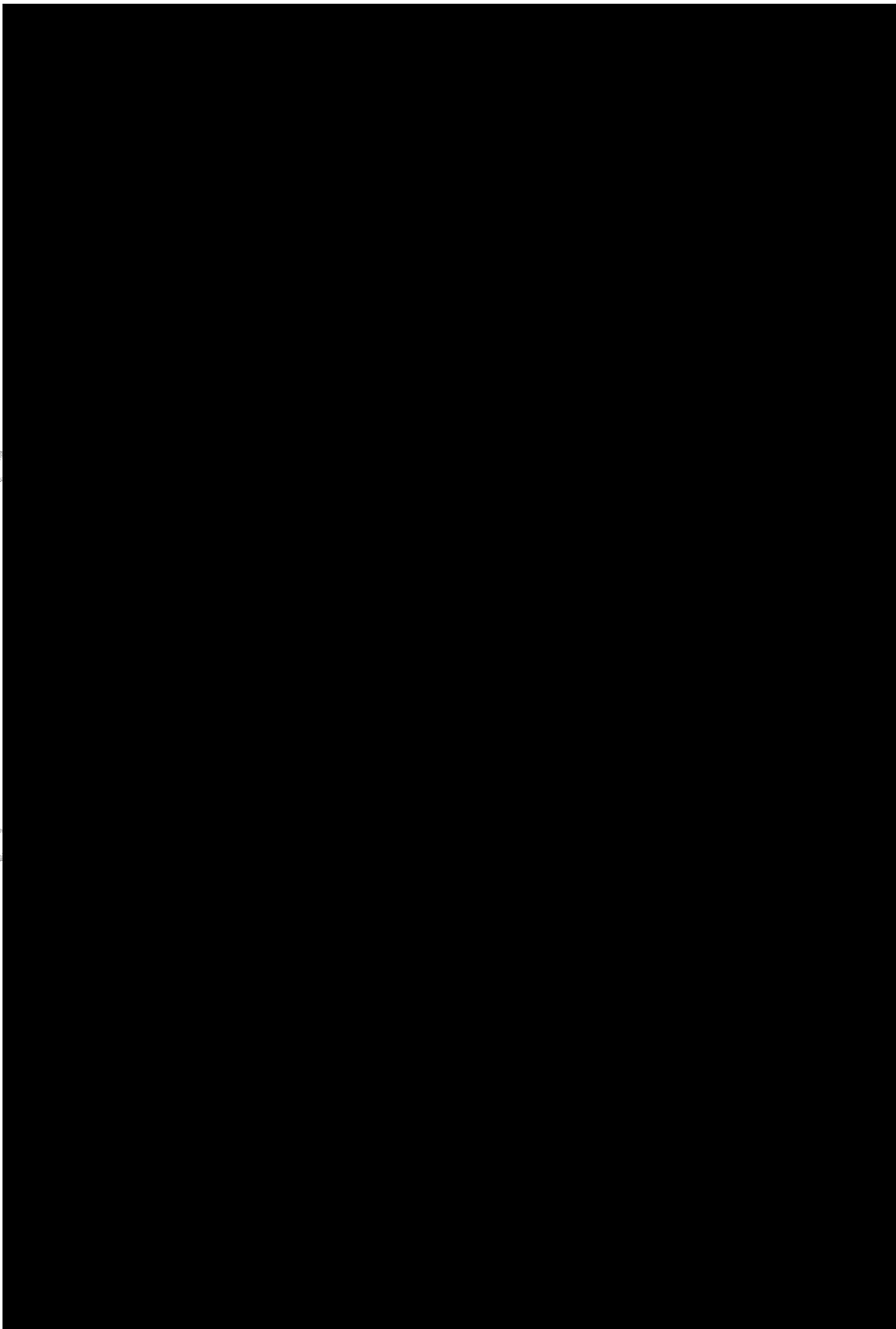


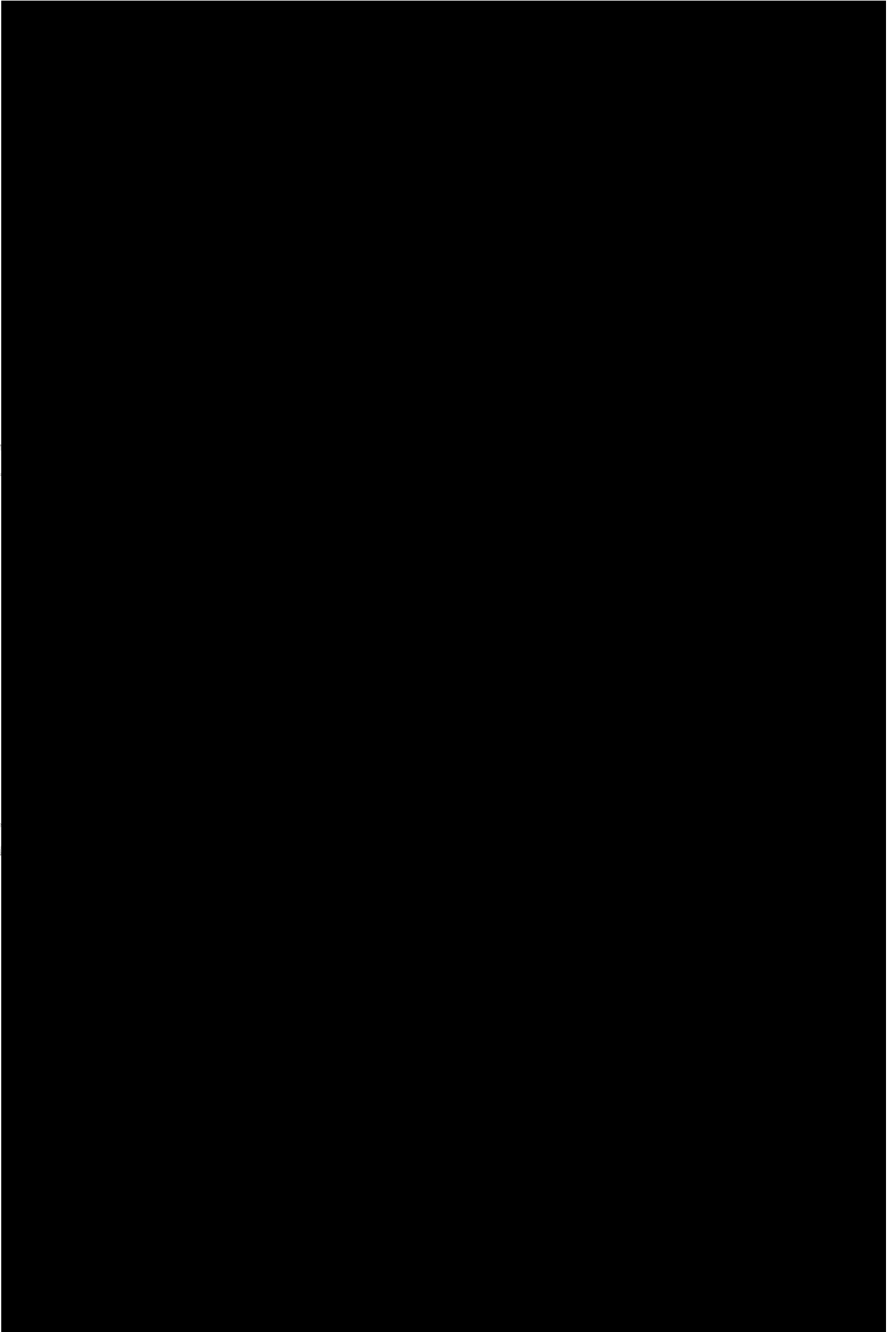


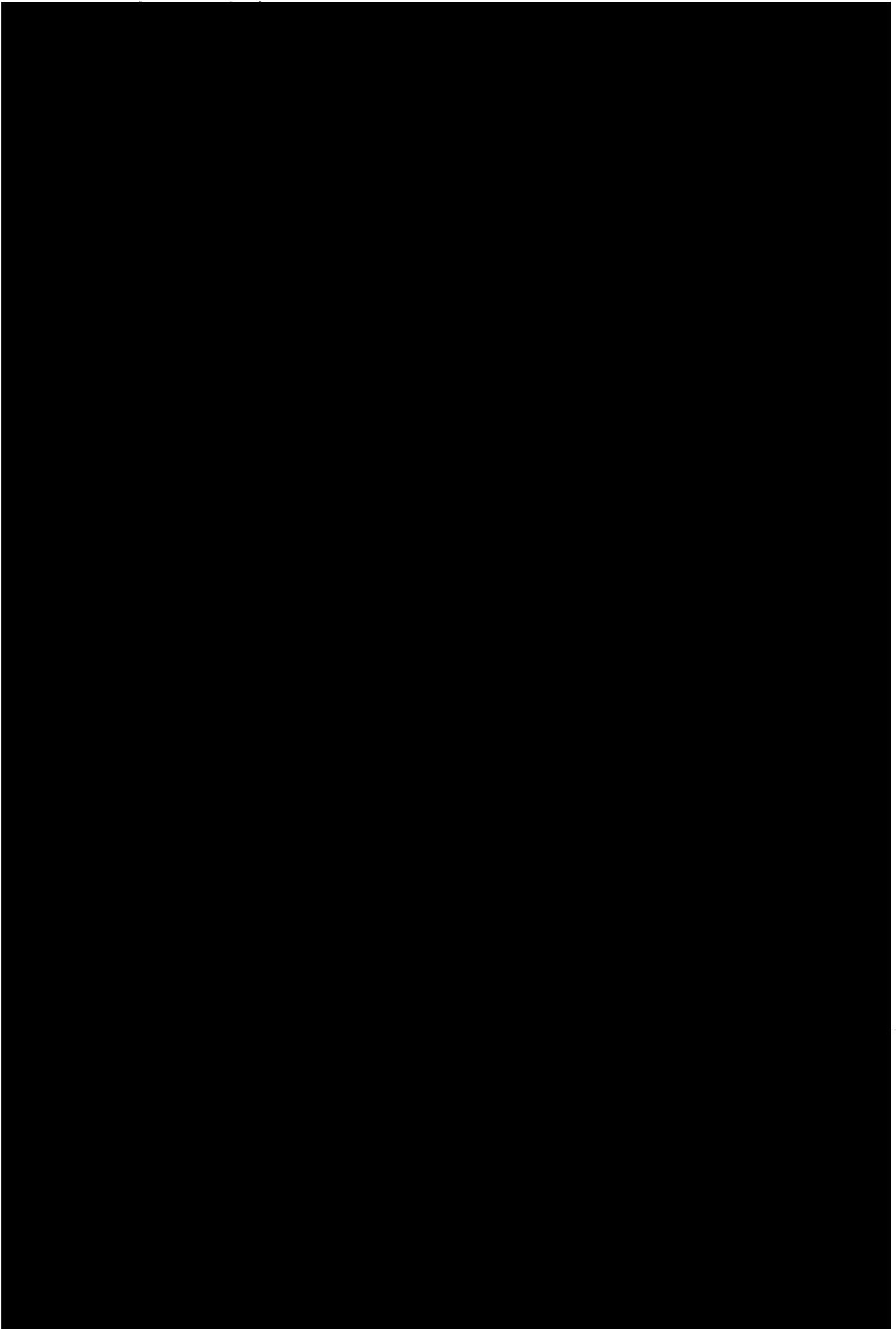


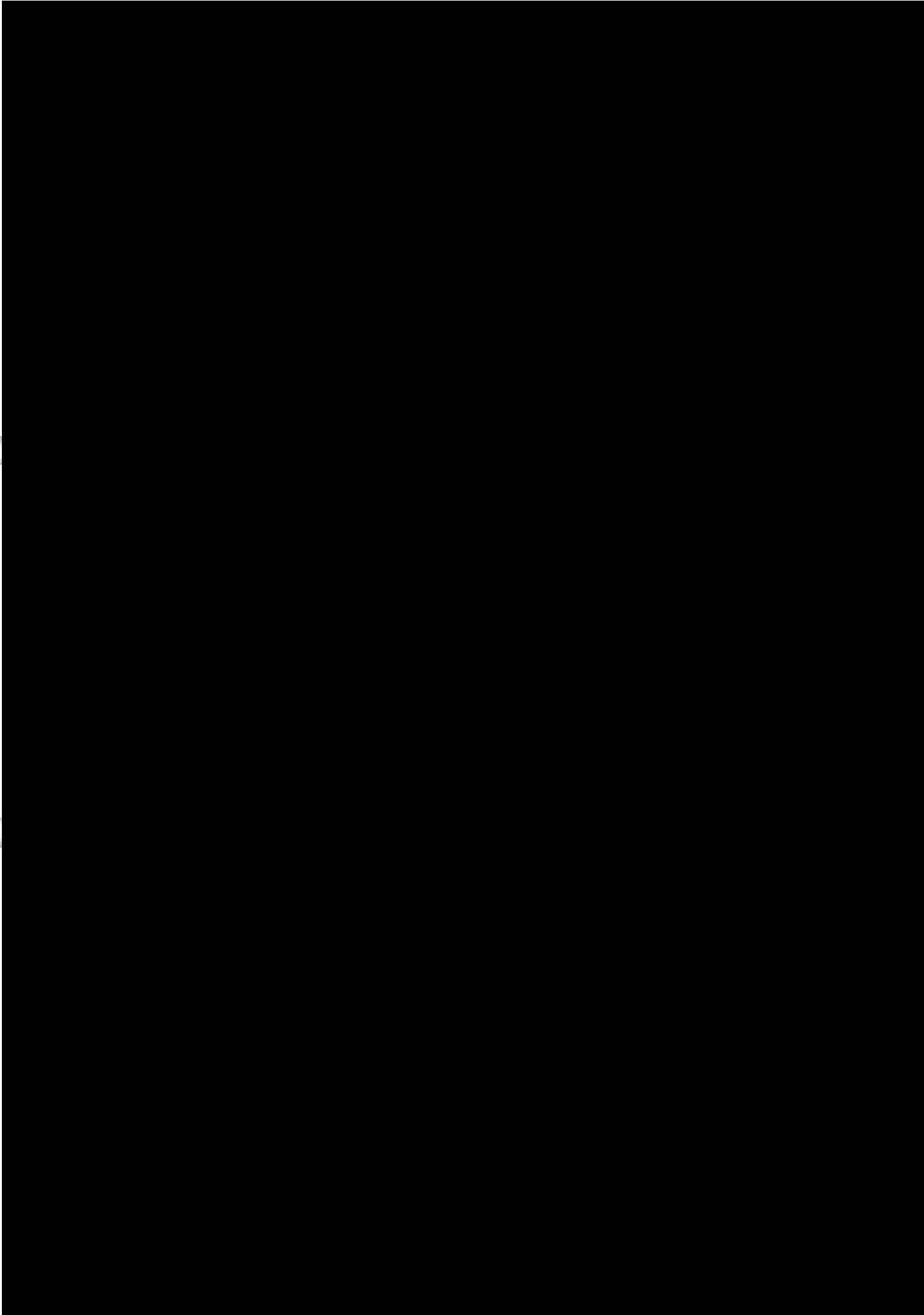


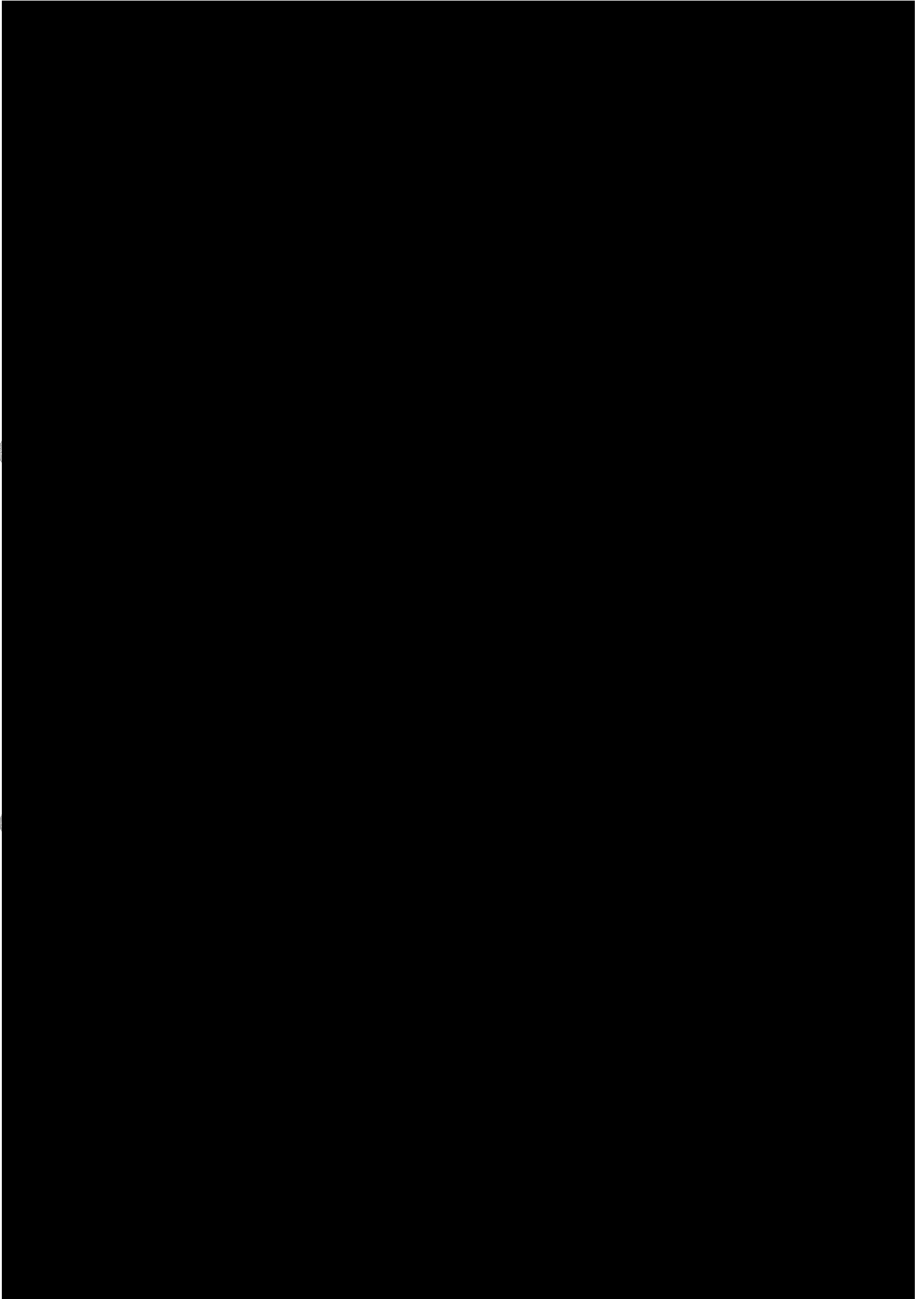


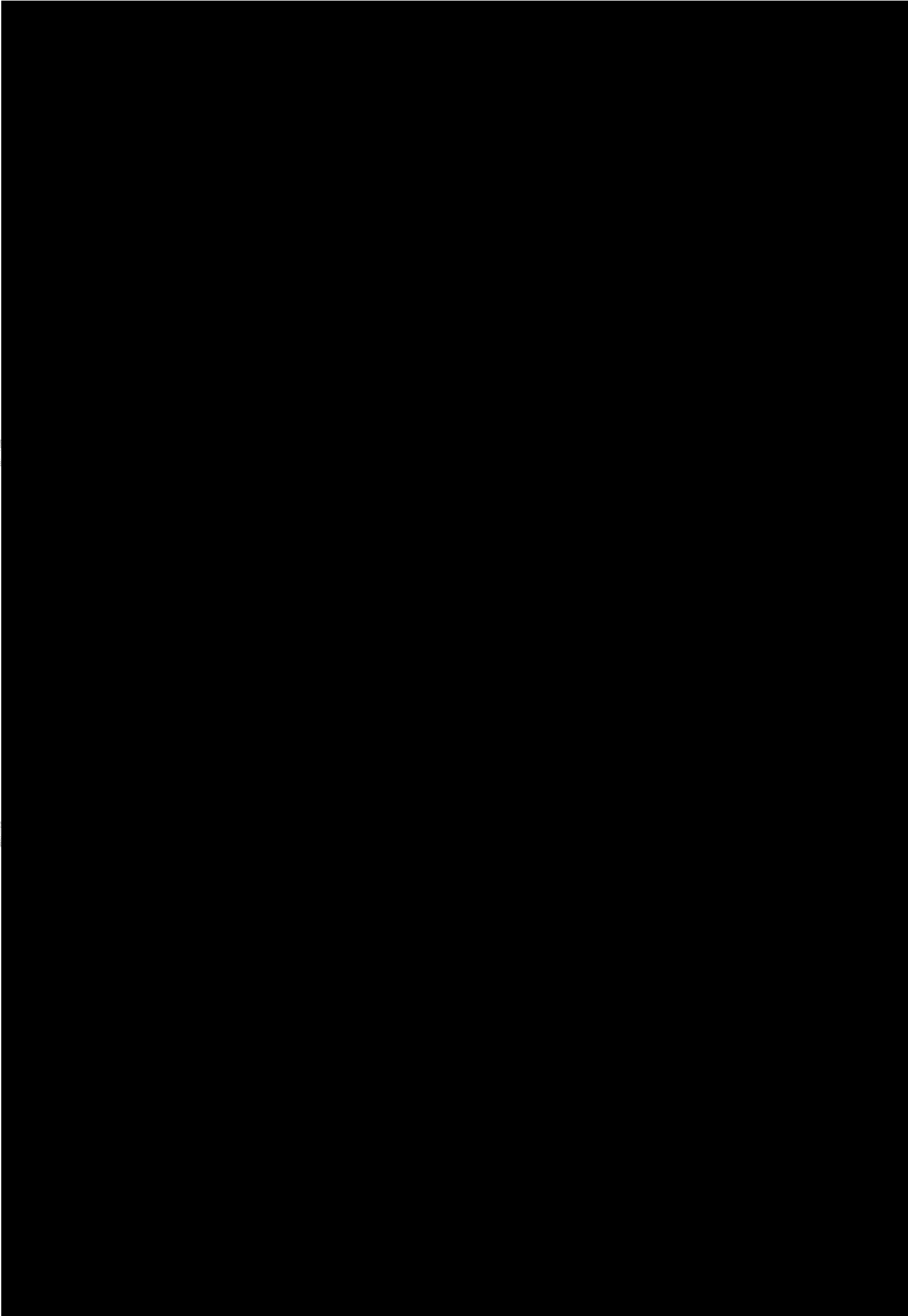


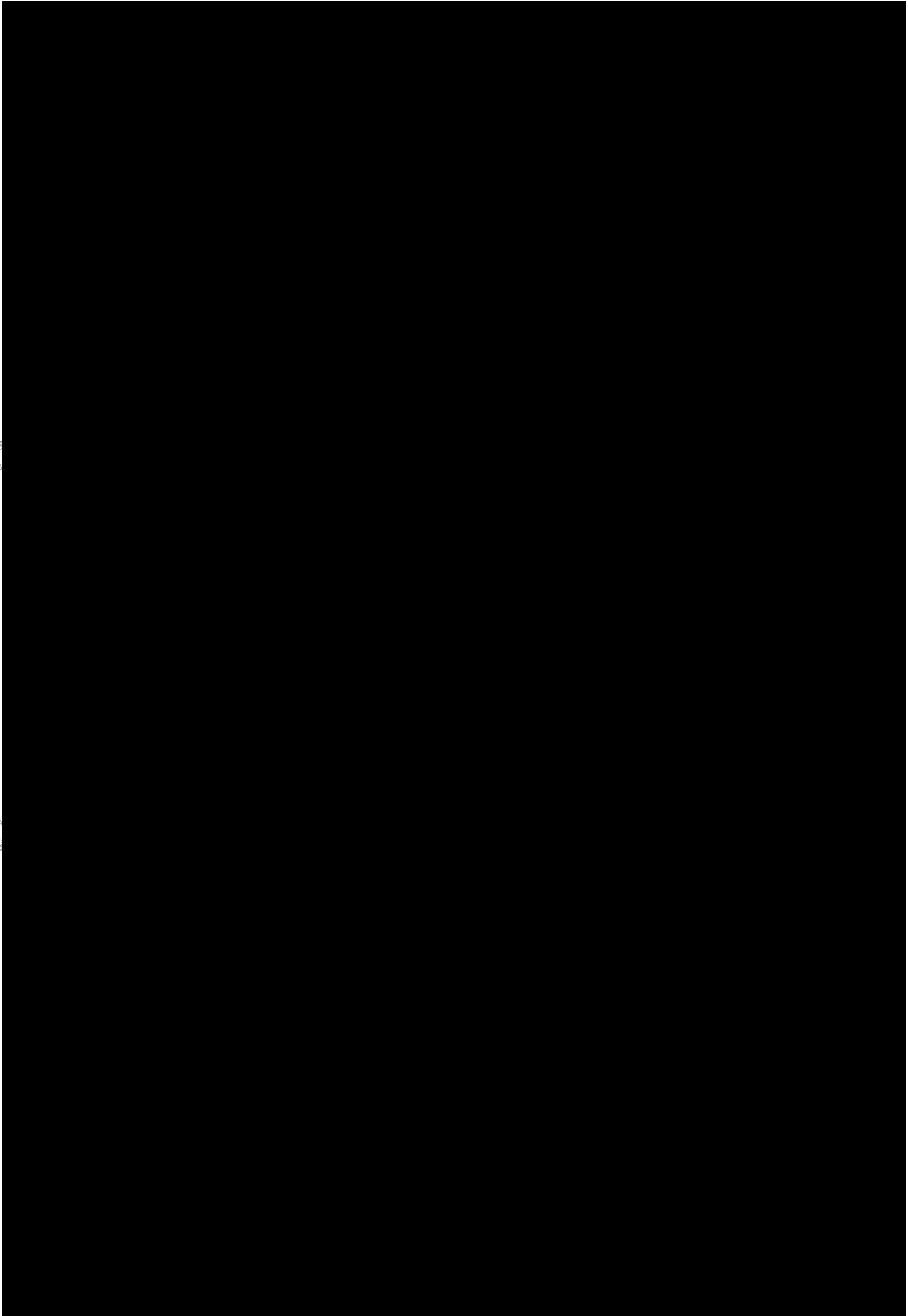


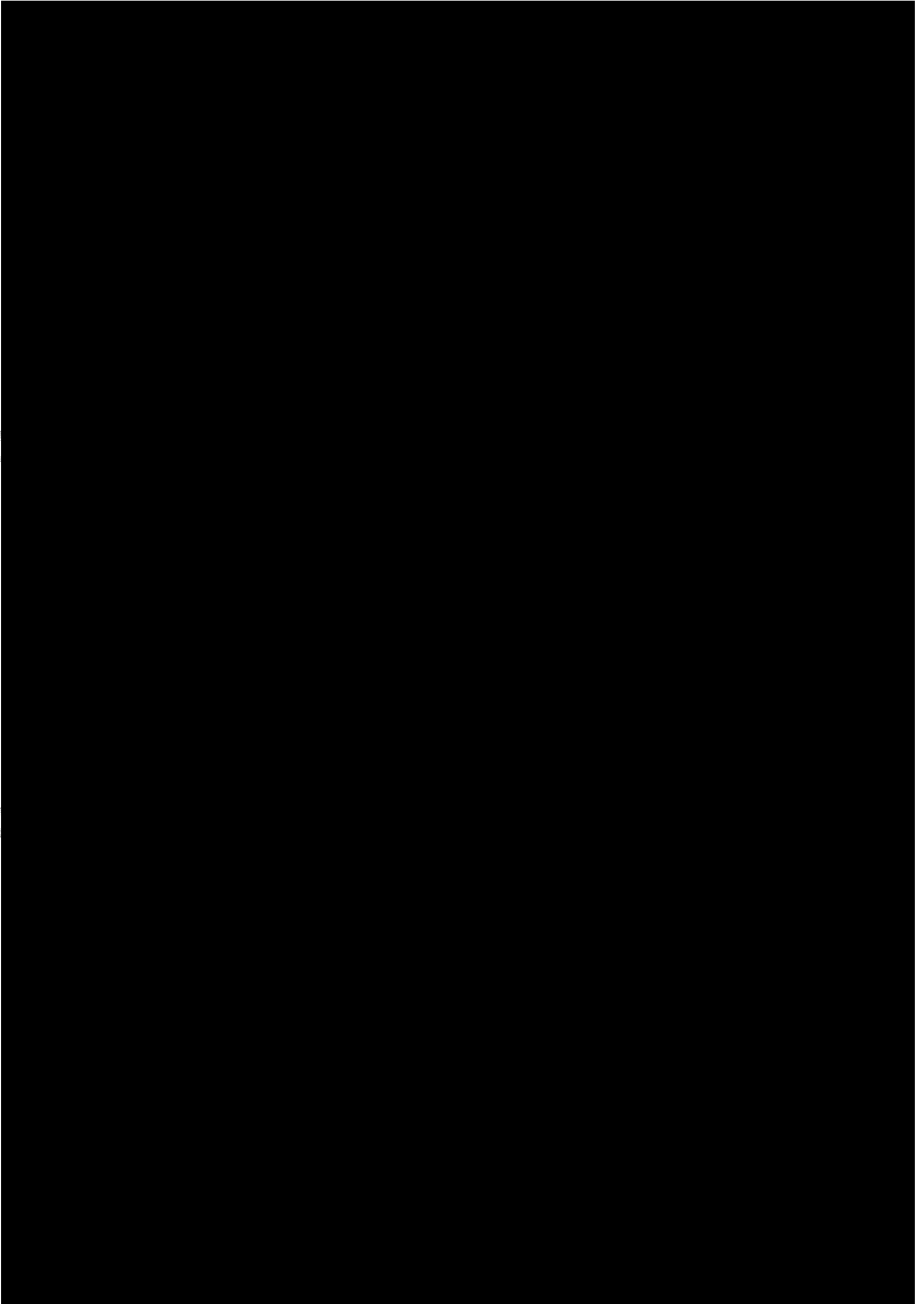


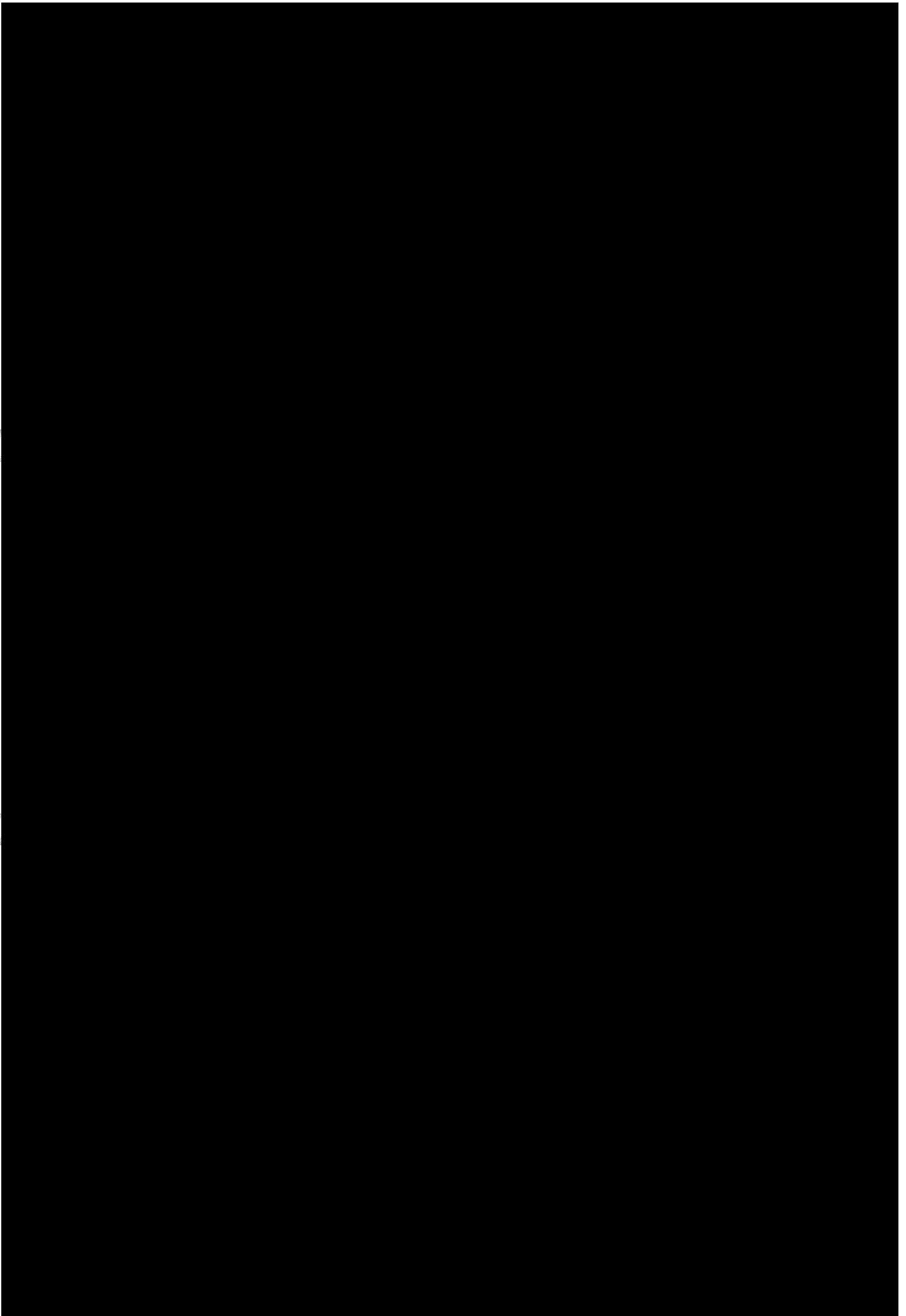








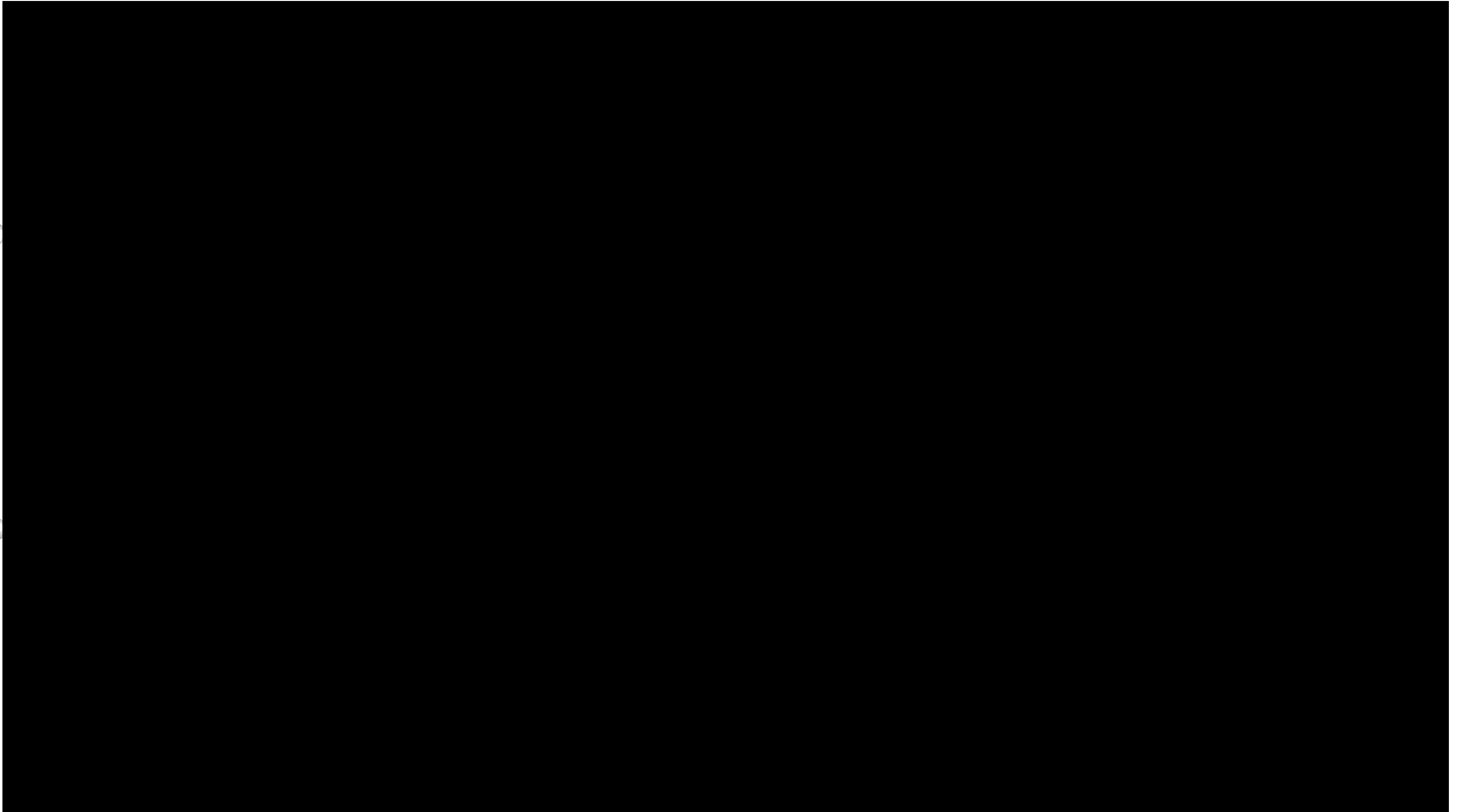


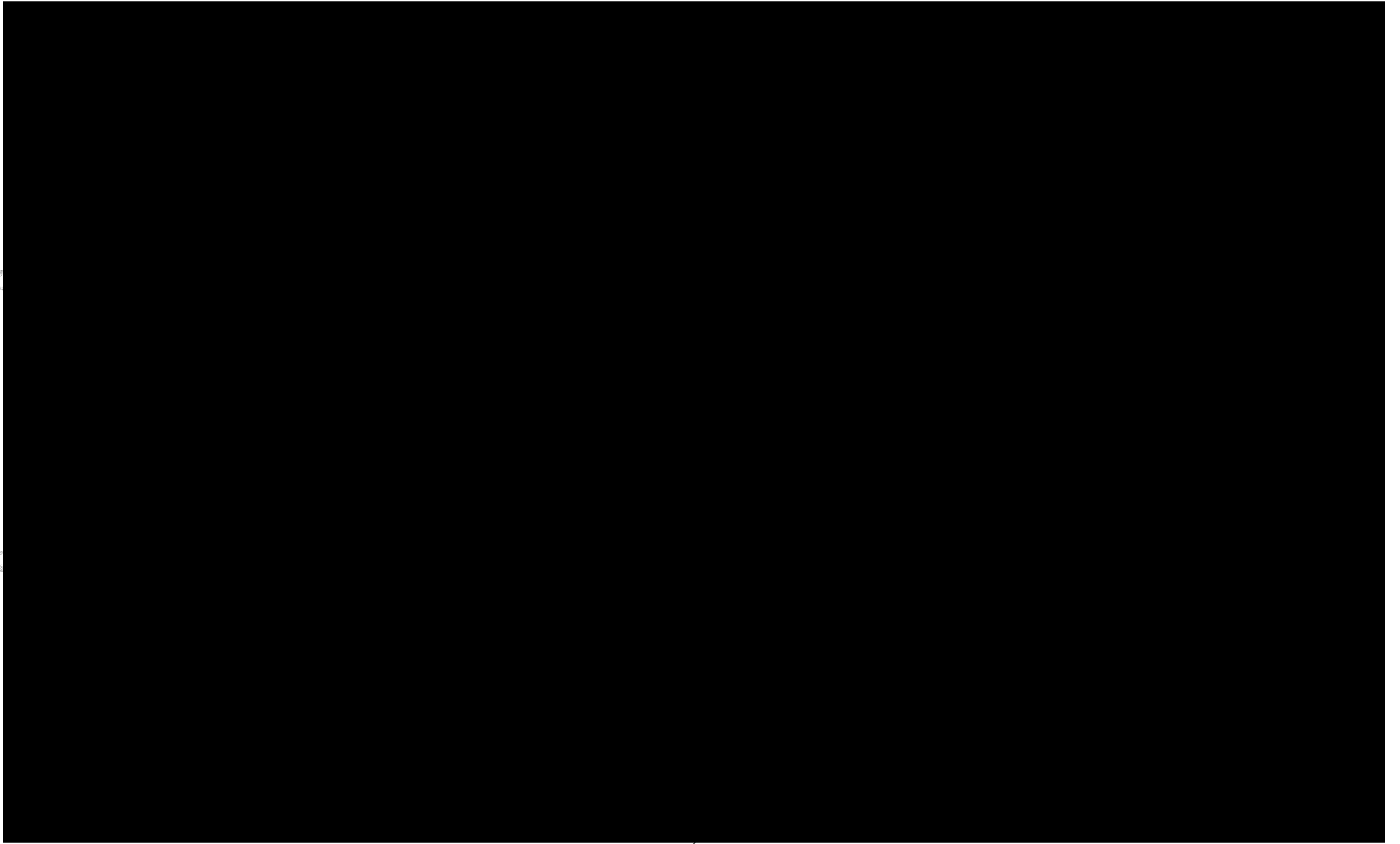


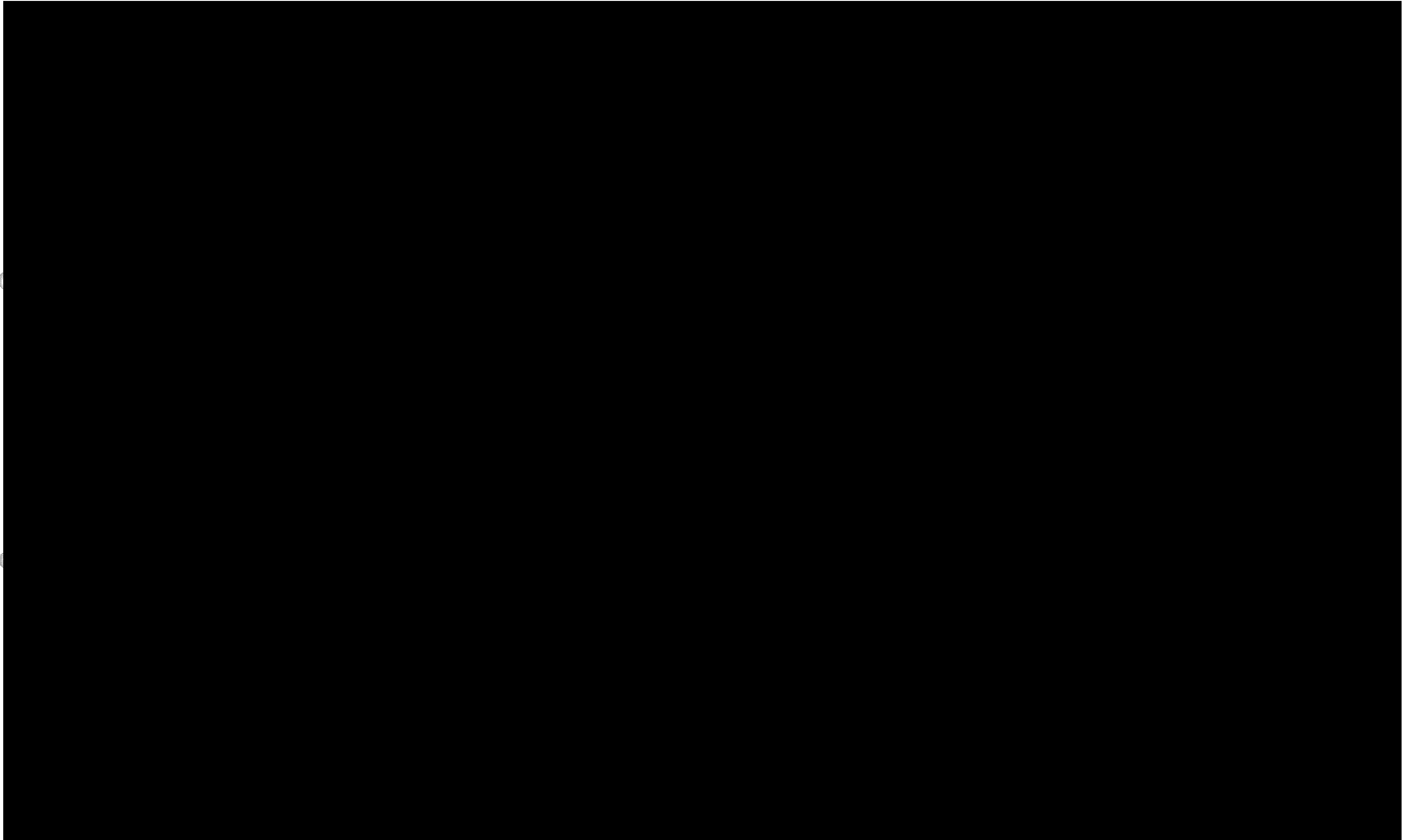
SCHEDULE A24
Information Documents

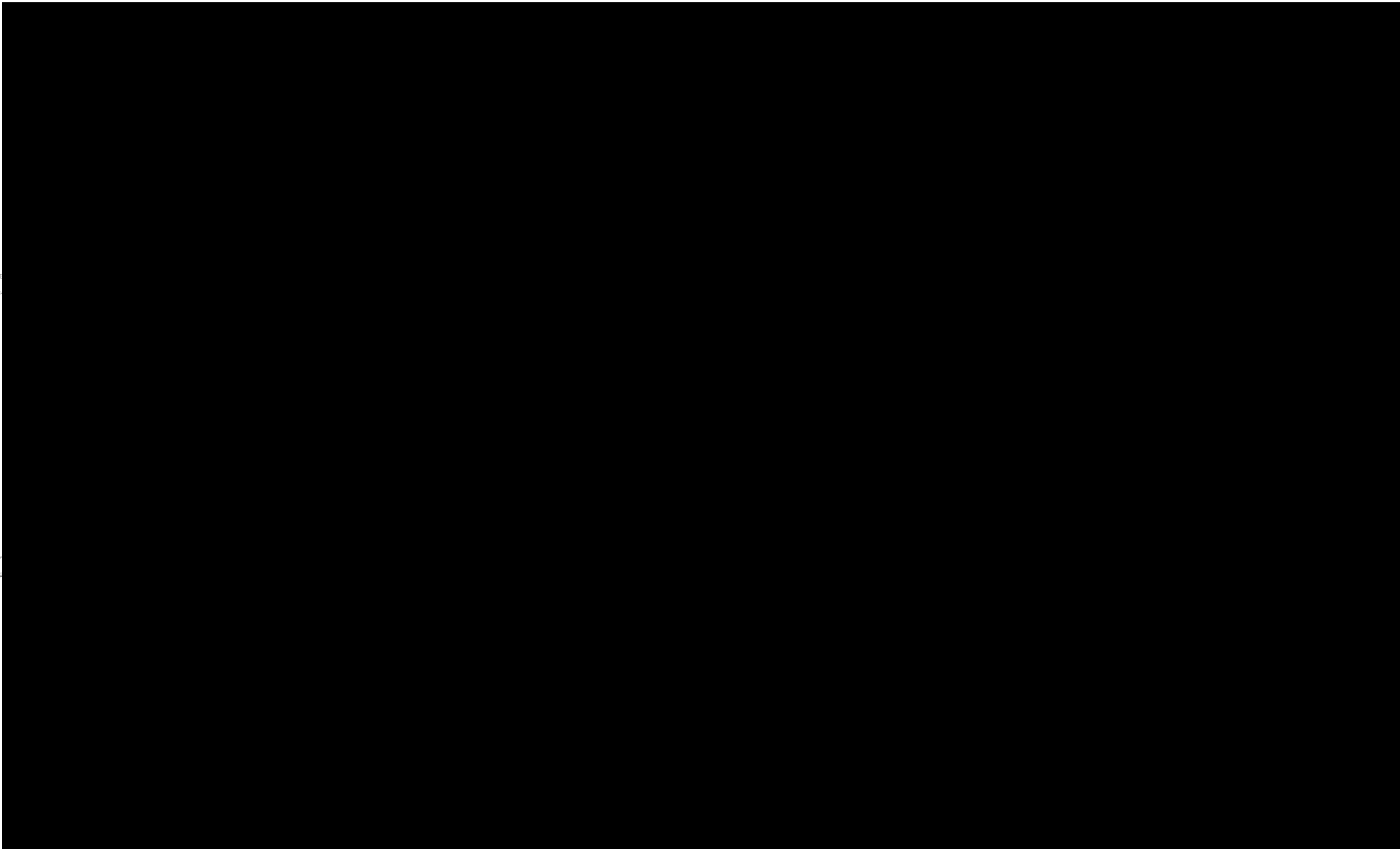
(Schedule A2)

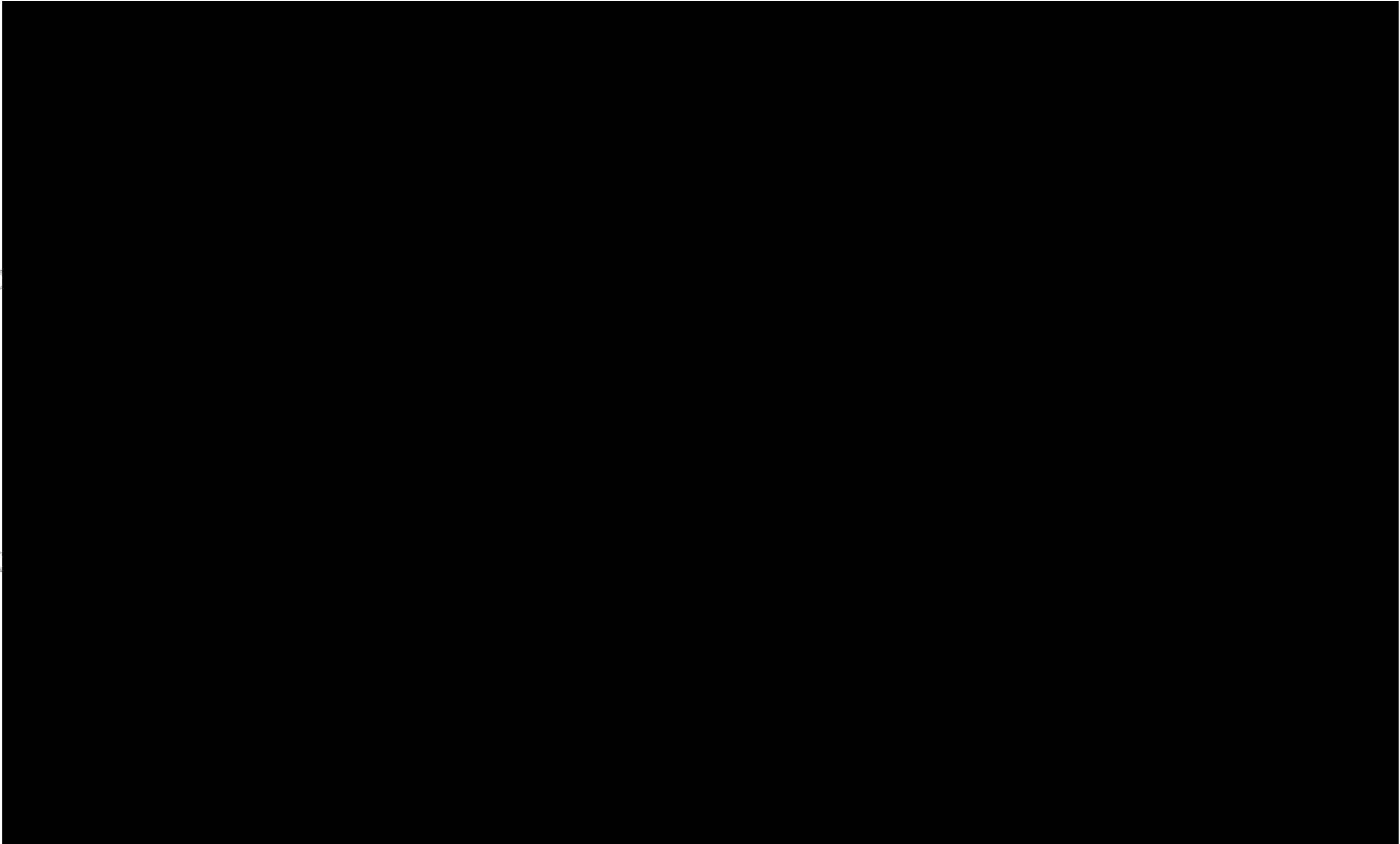
Victoria Cross Integrated Station Development
Information Document Register



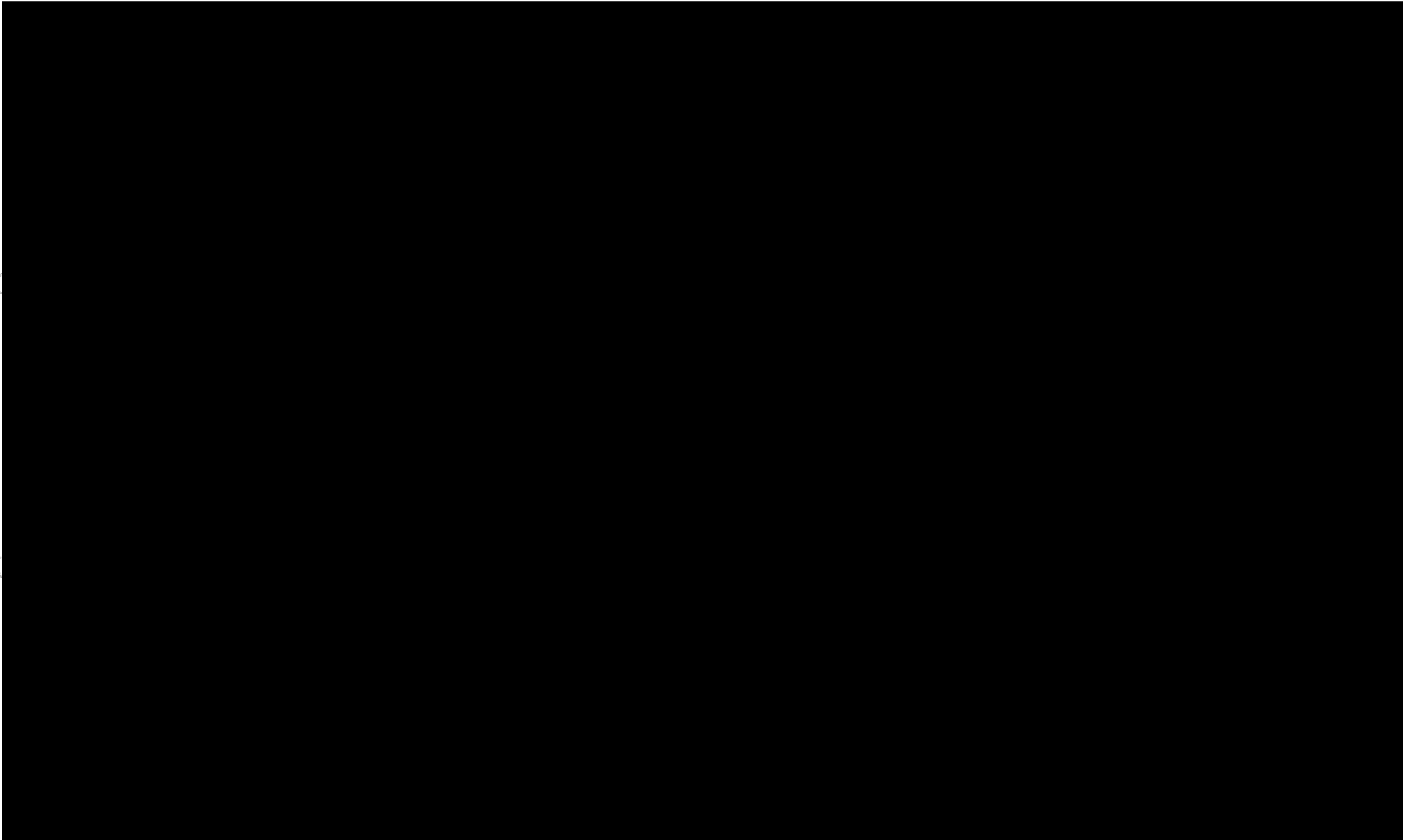


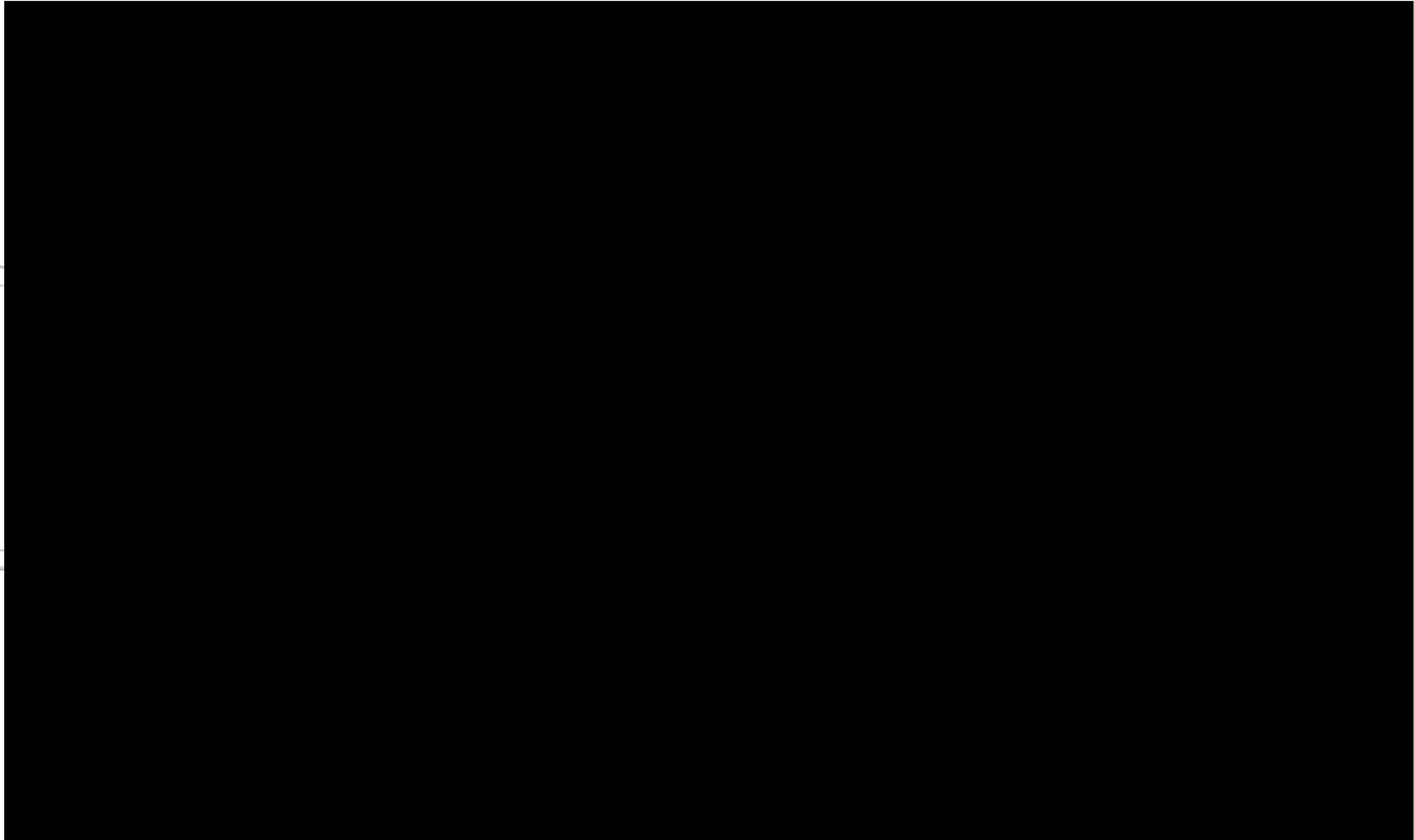


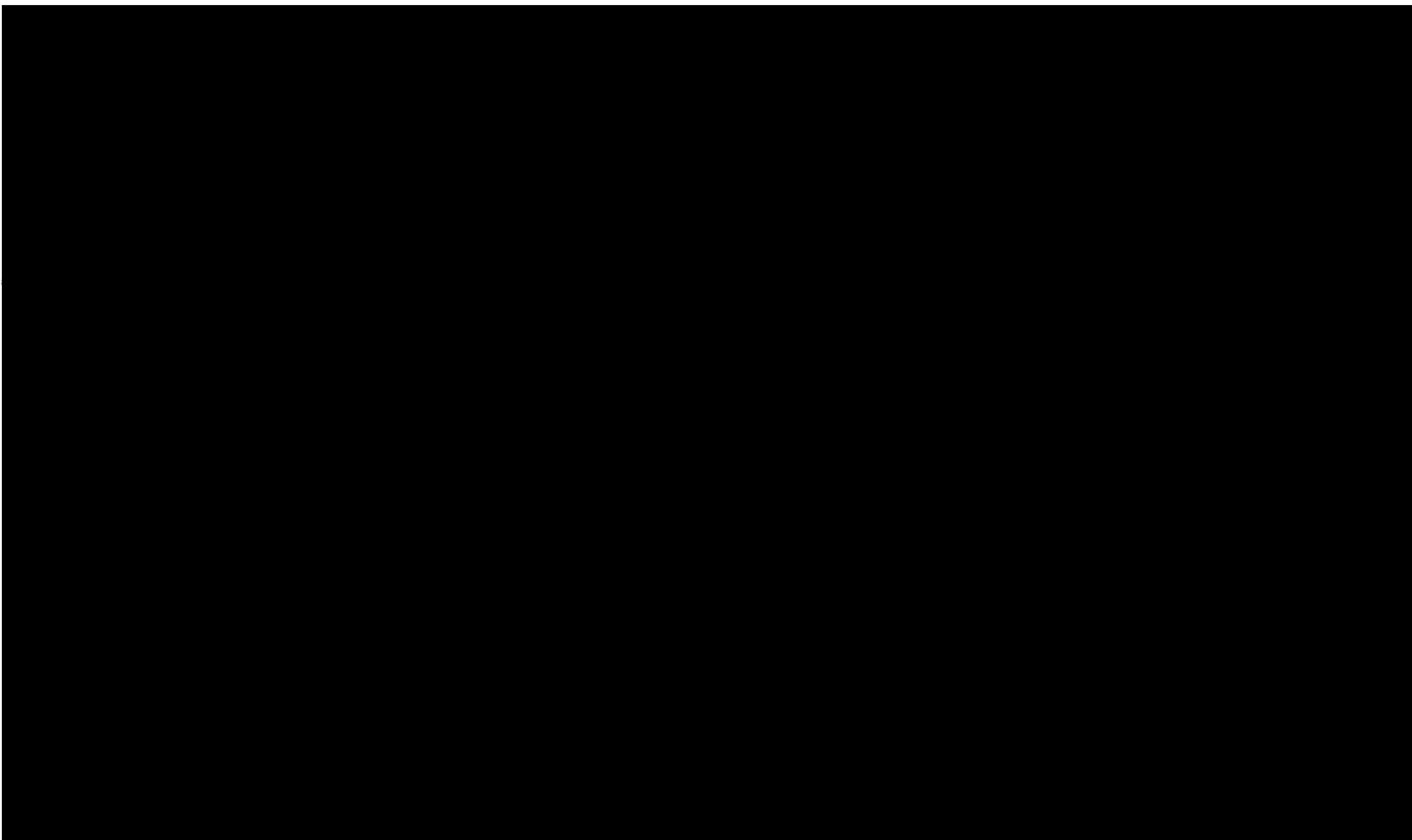


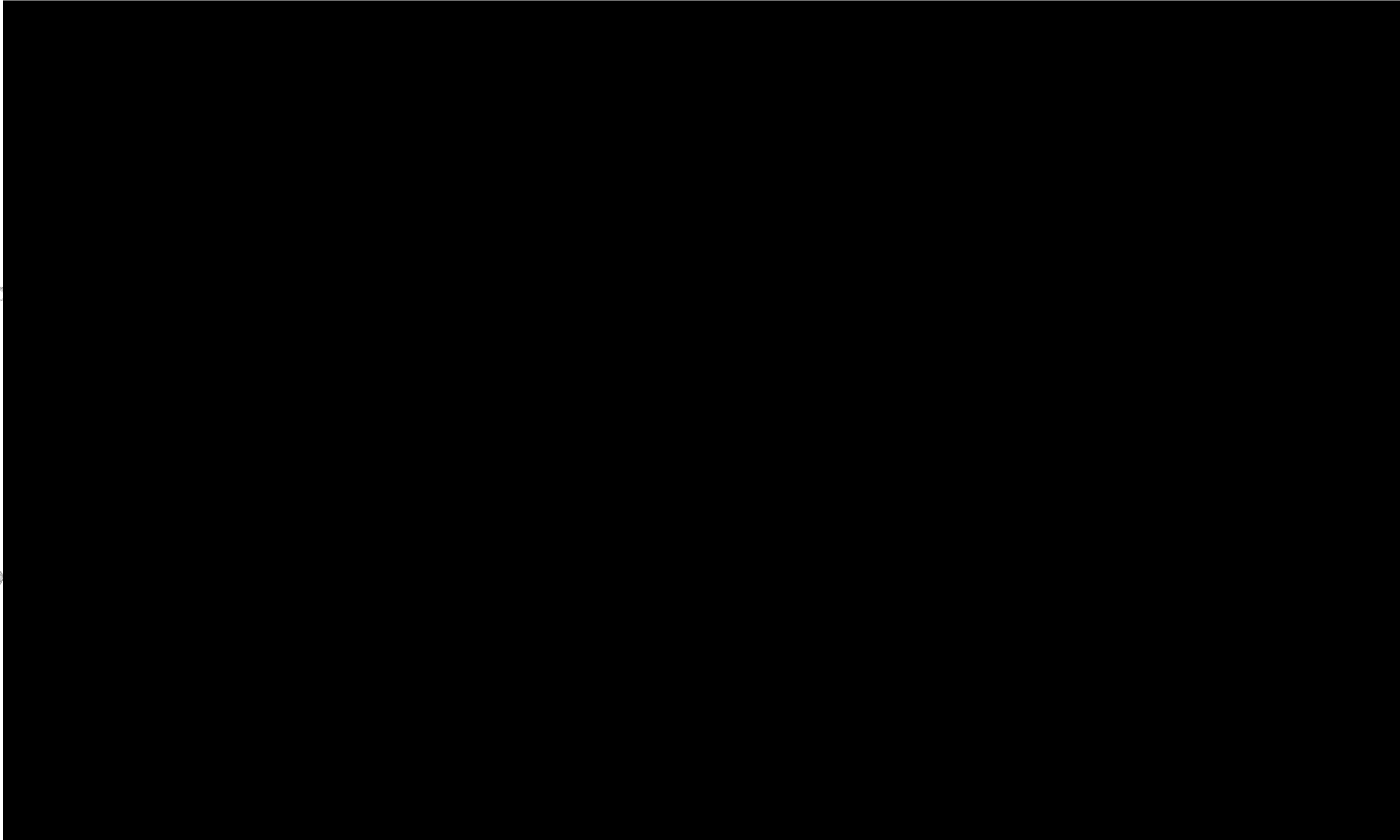


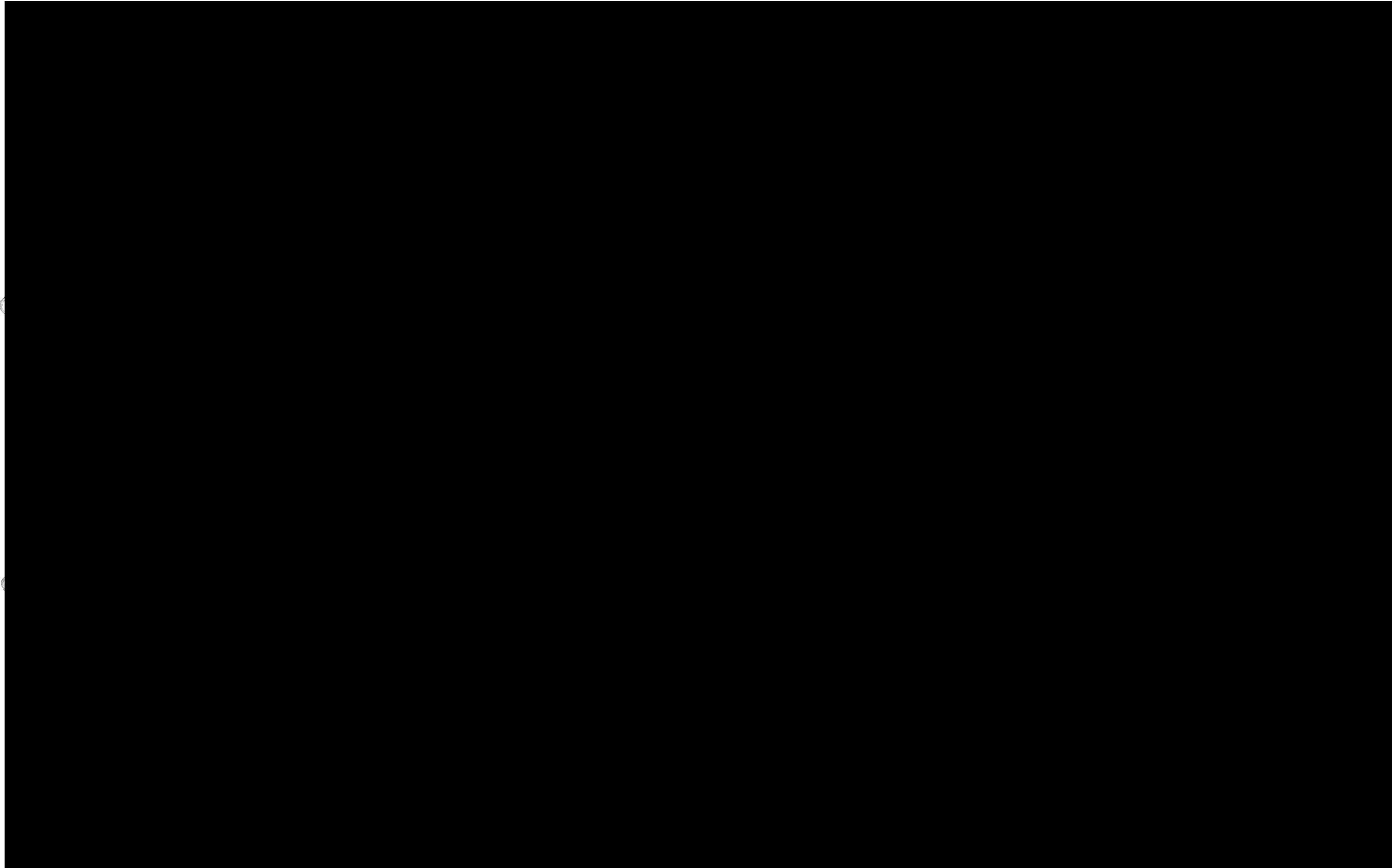


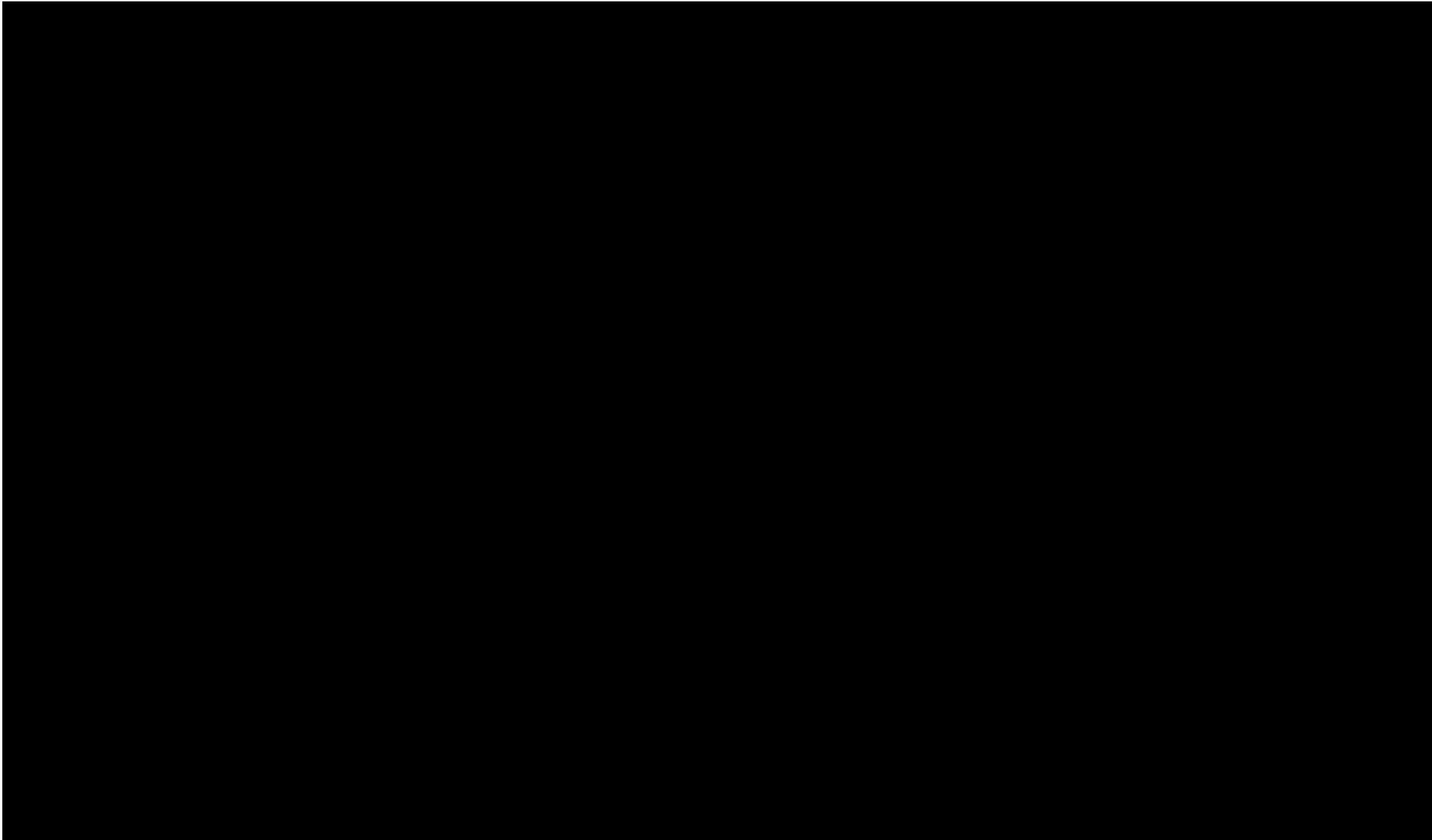


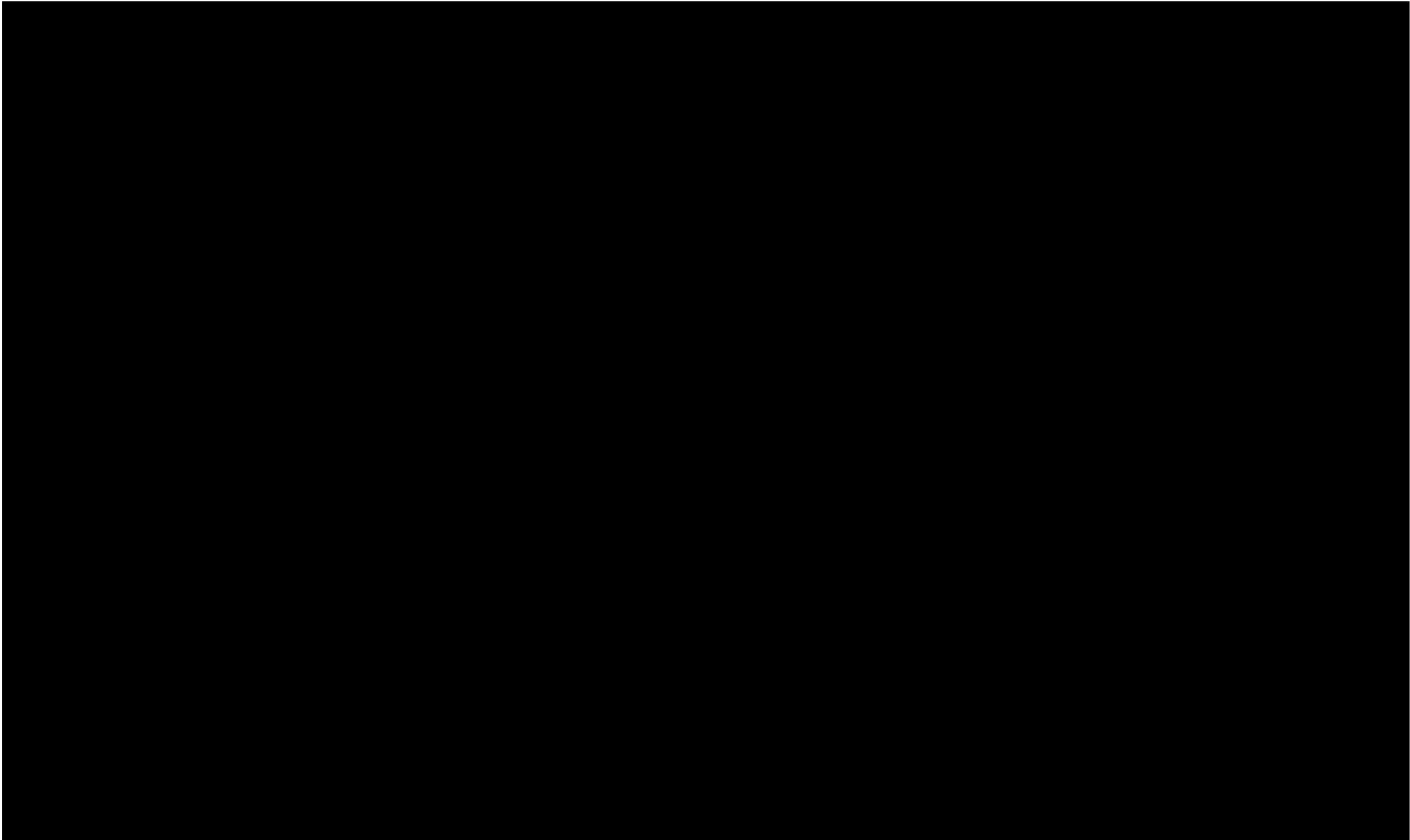


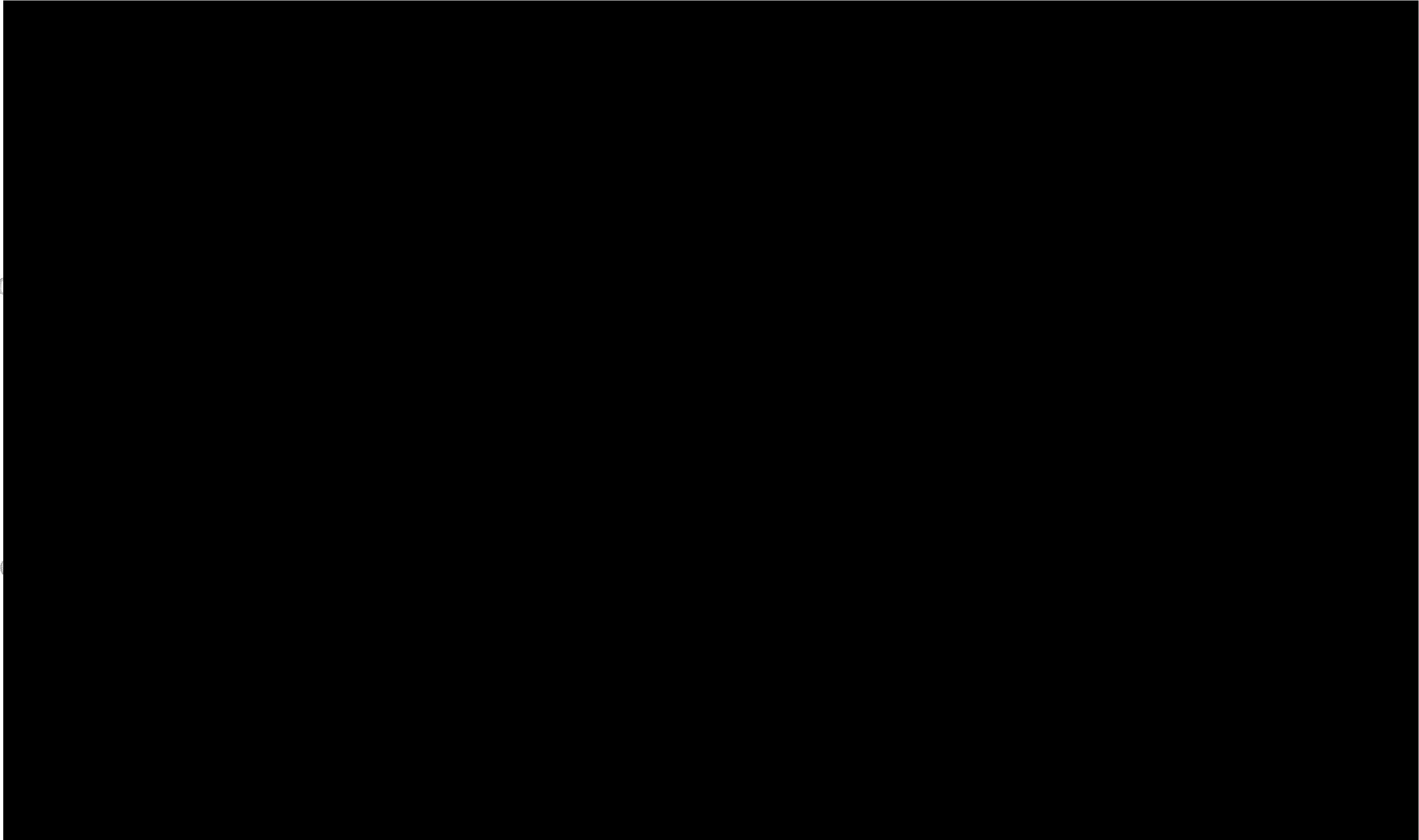


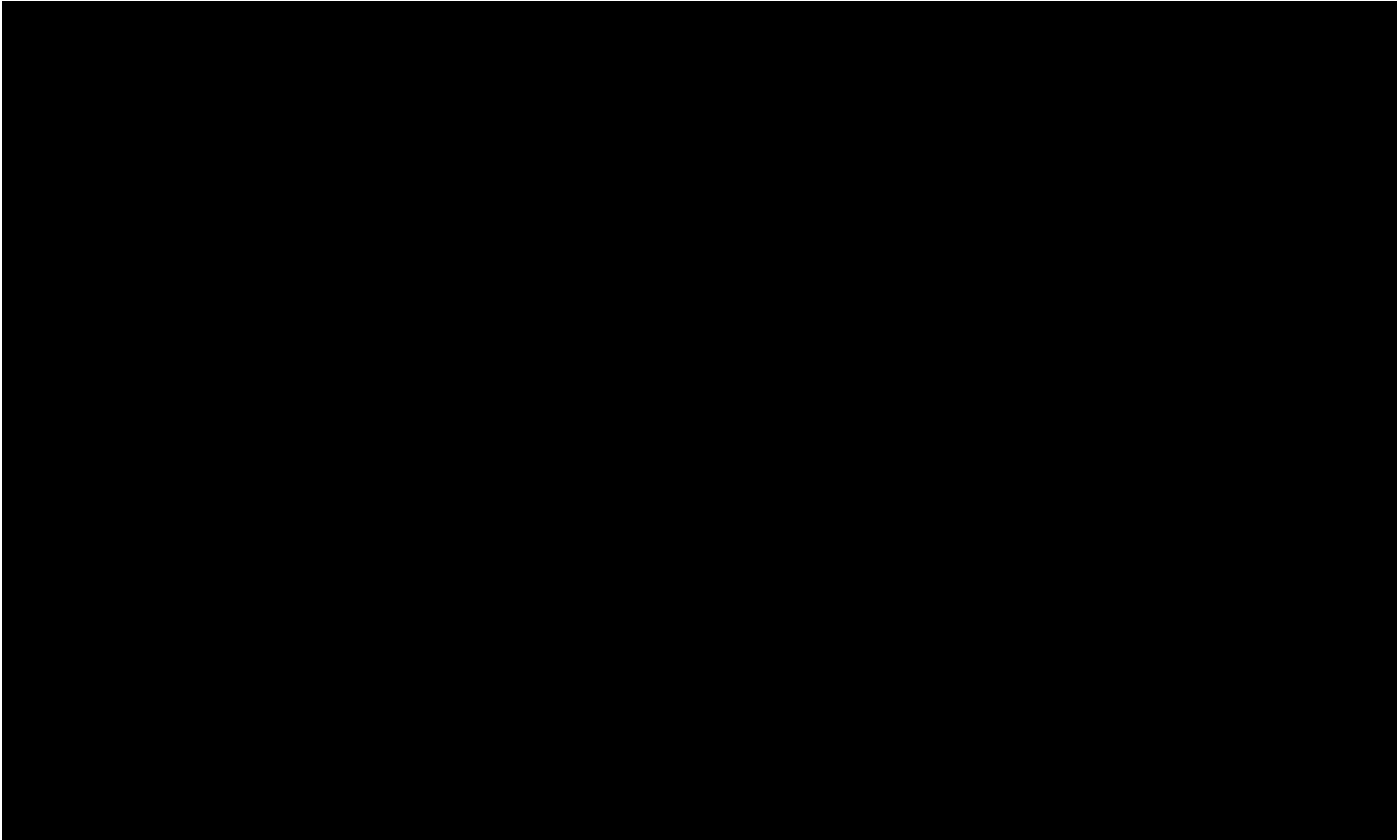




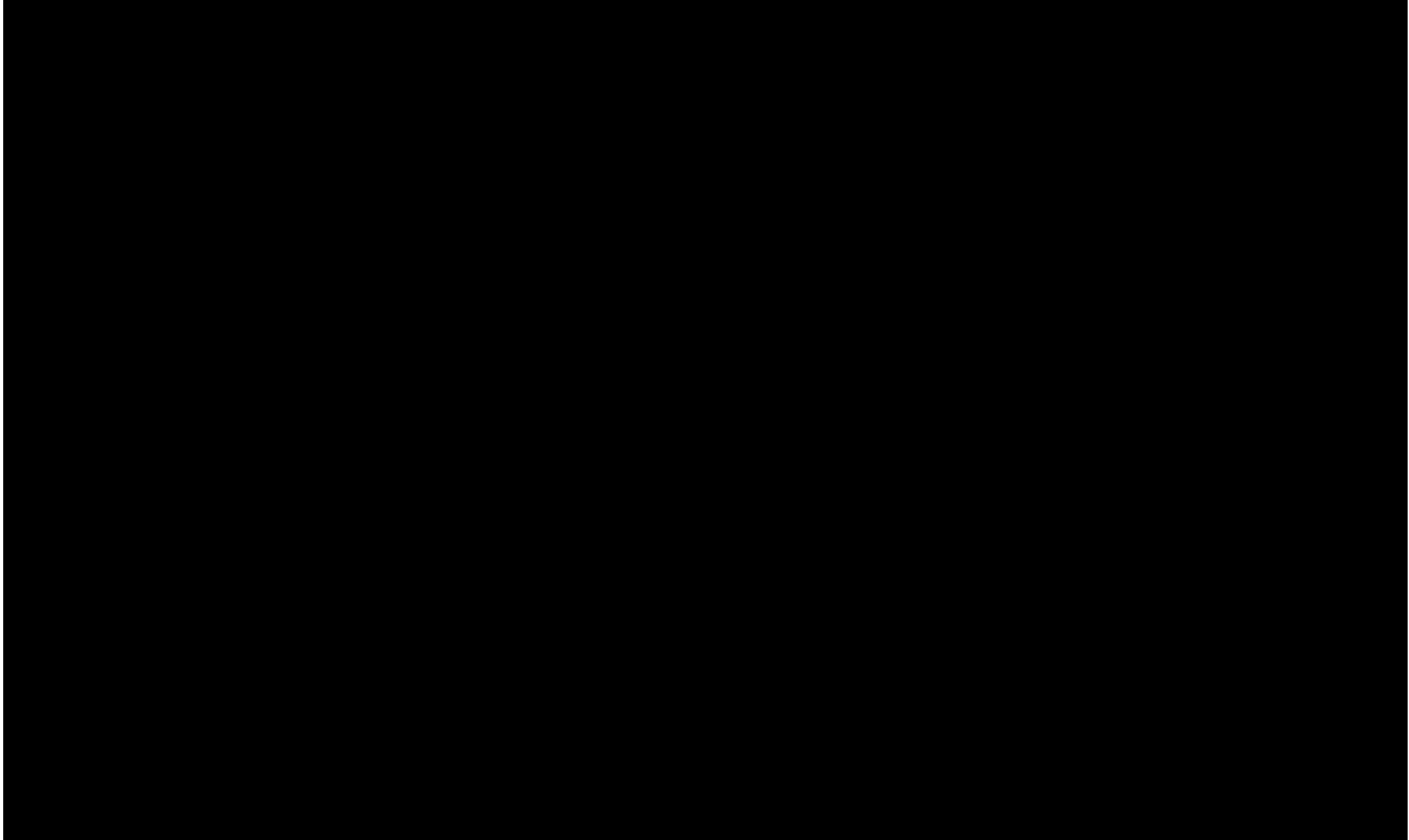


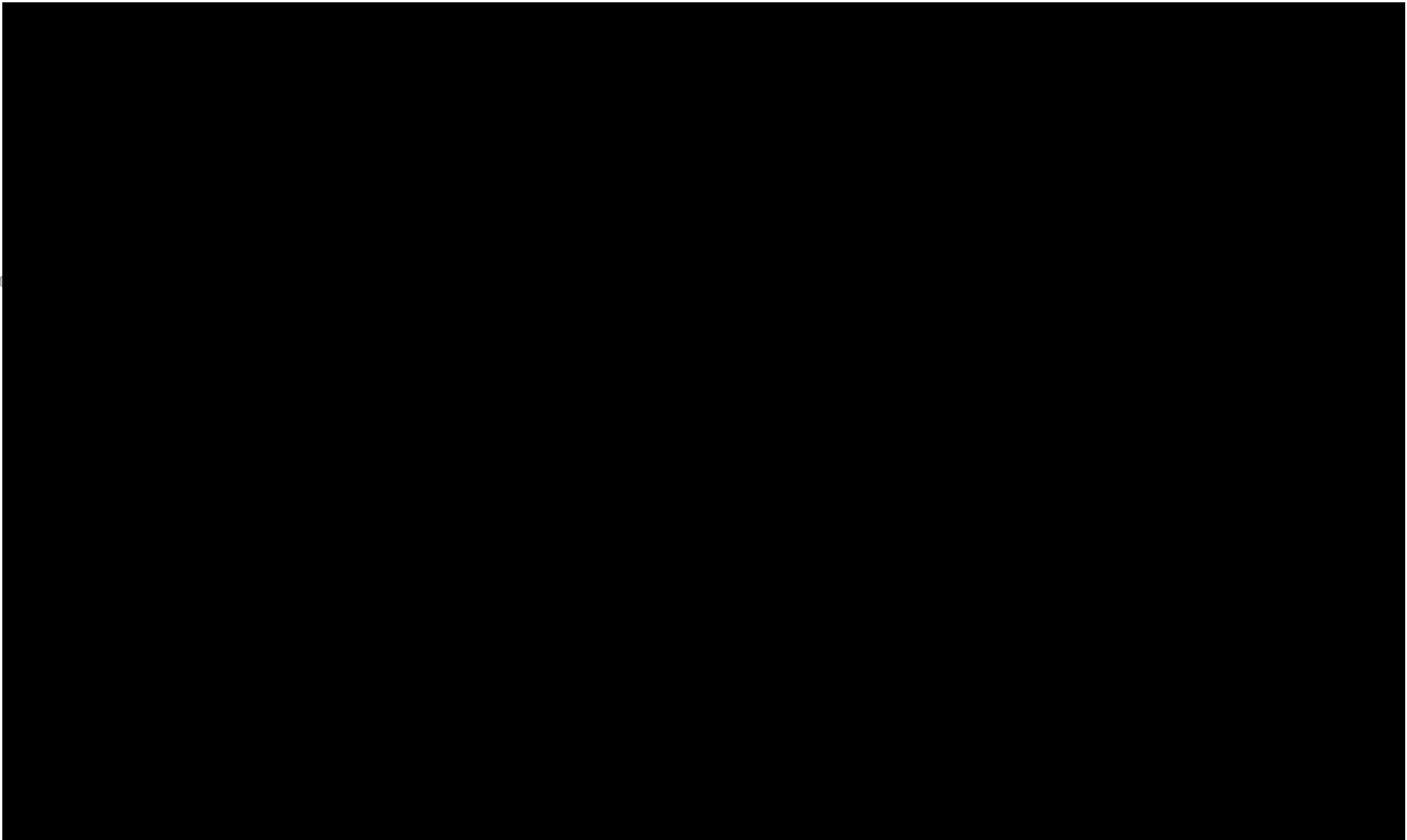


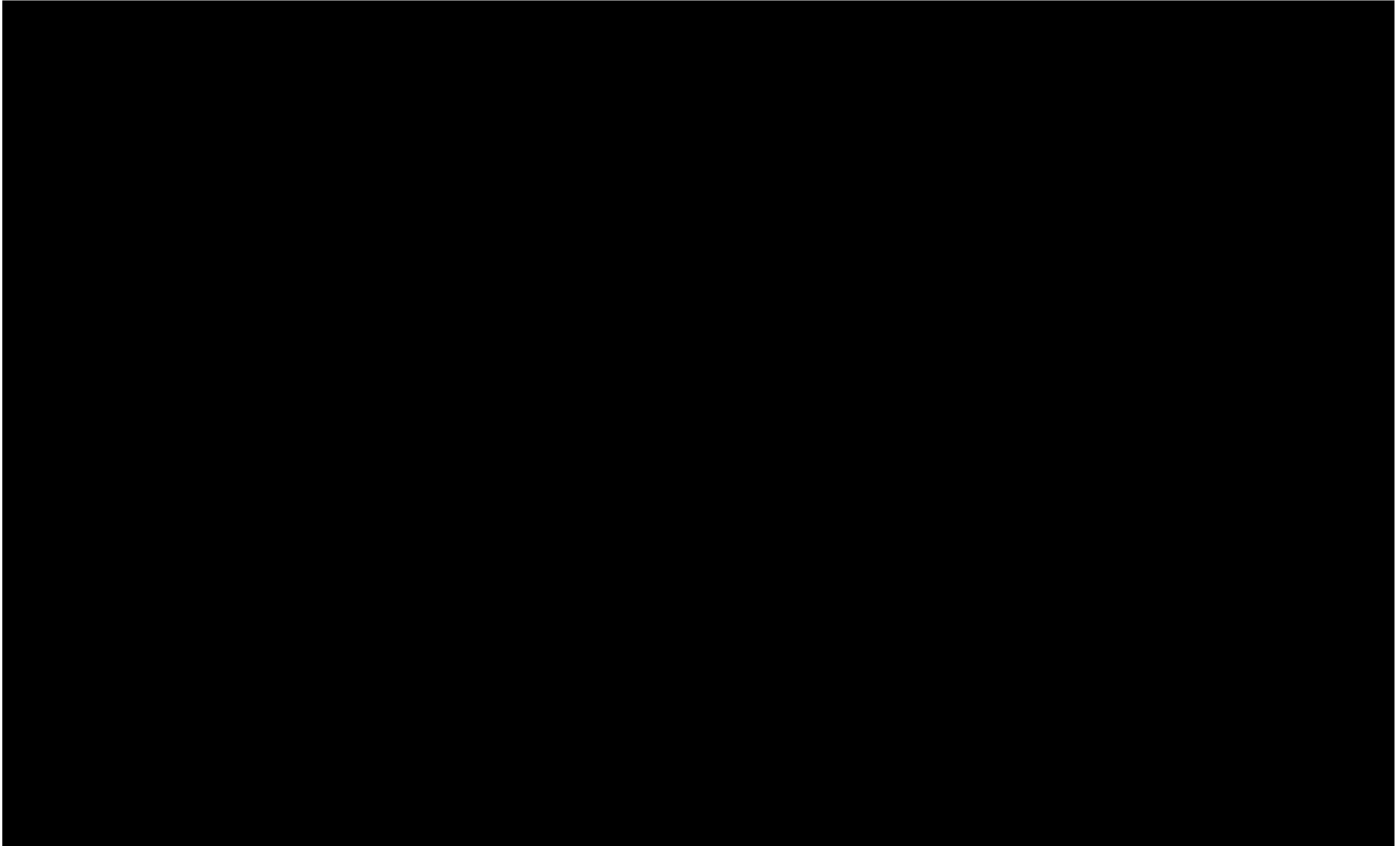


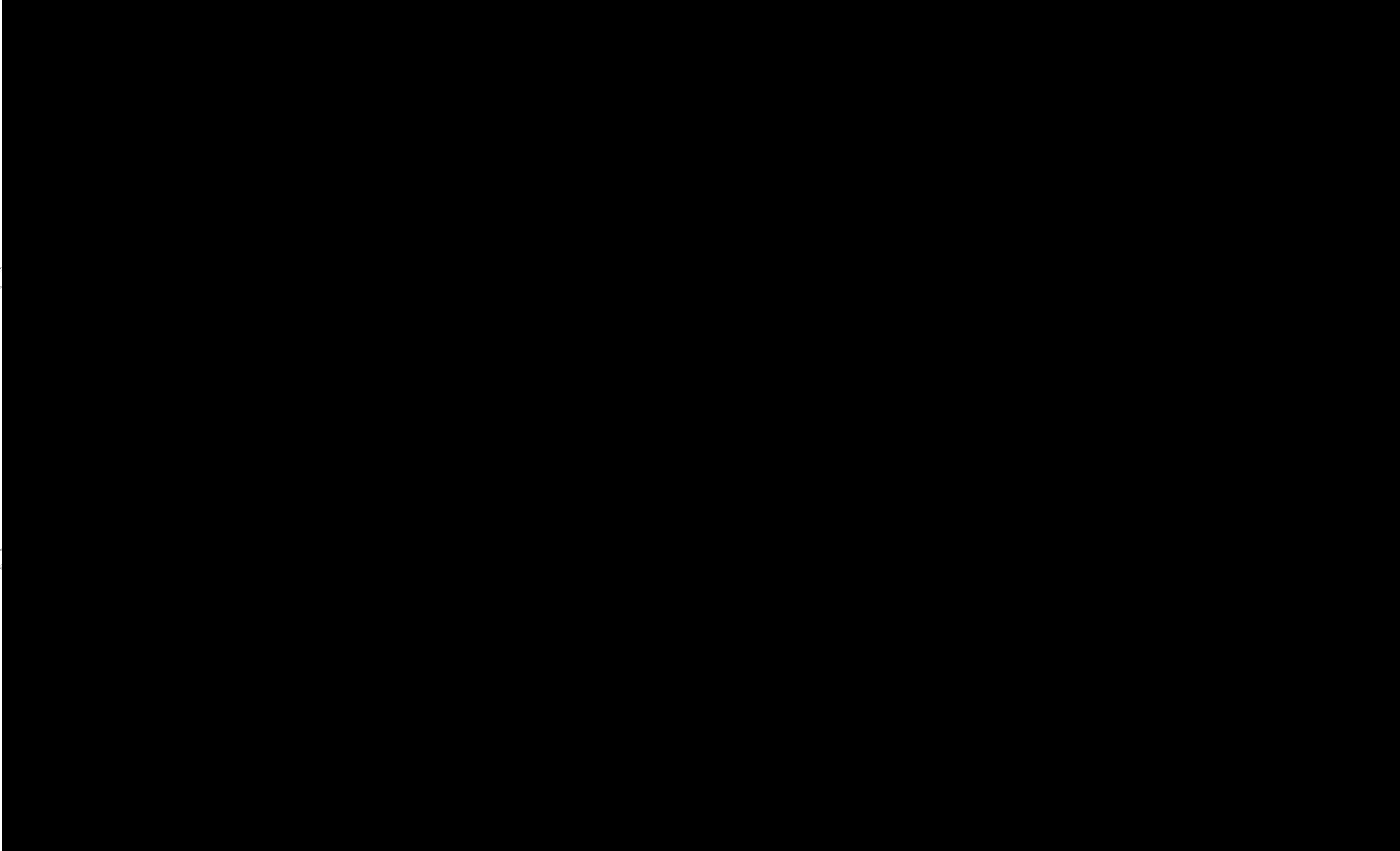


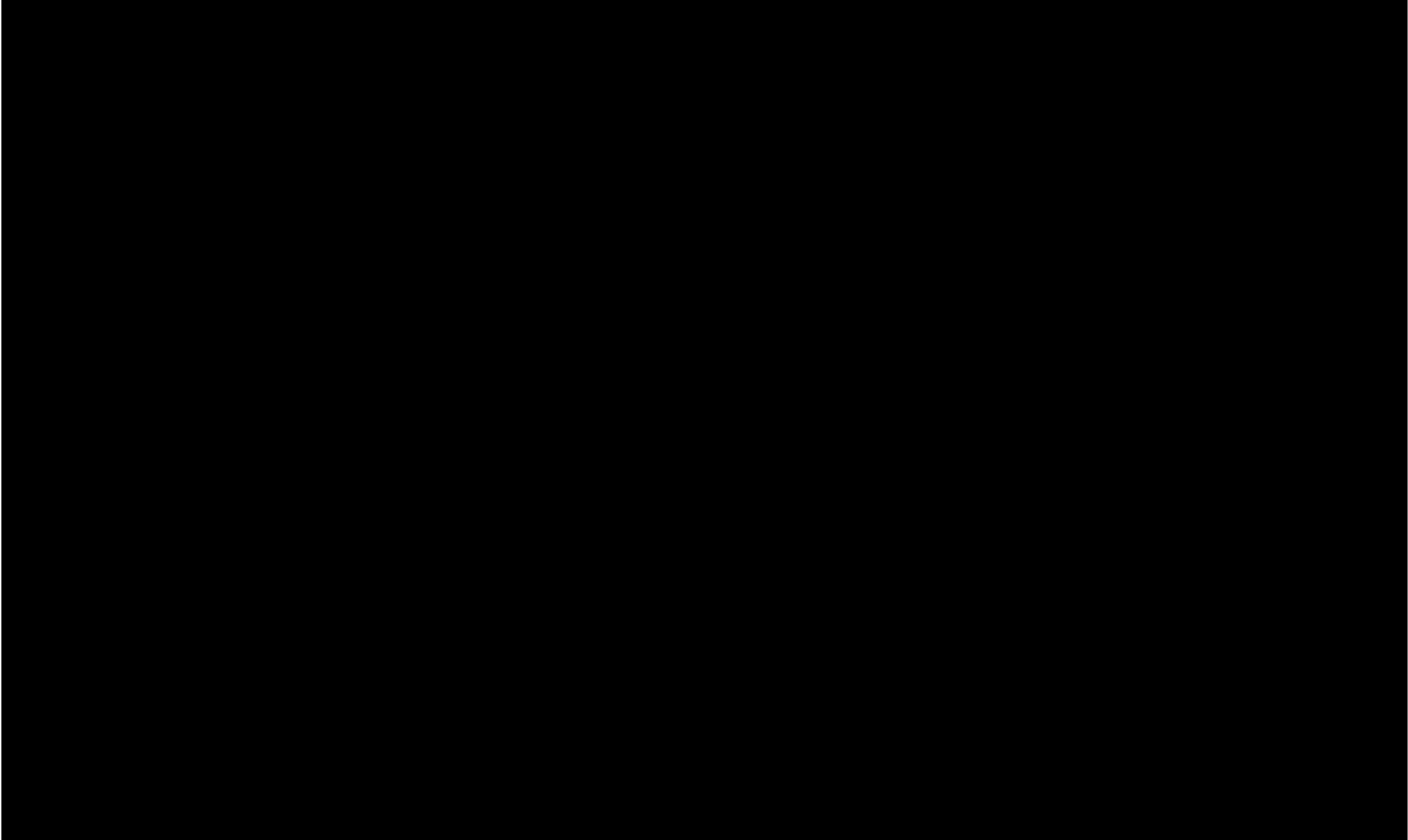


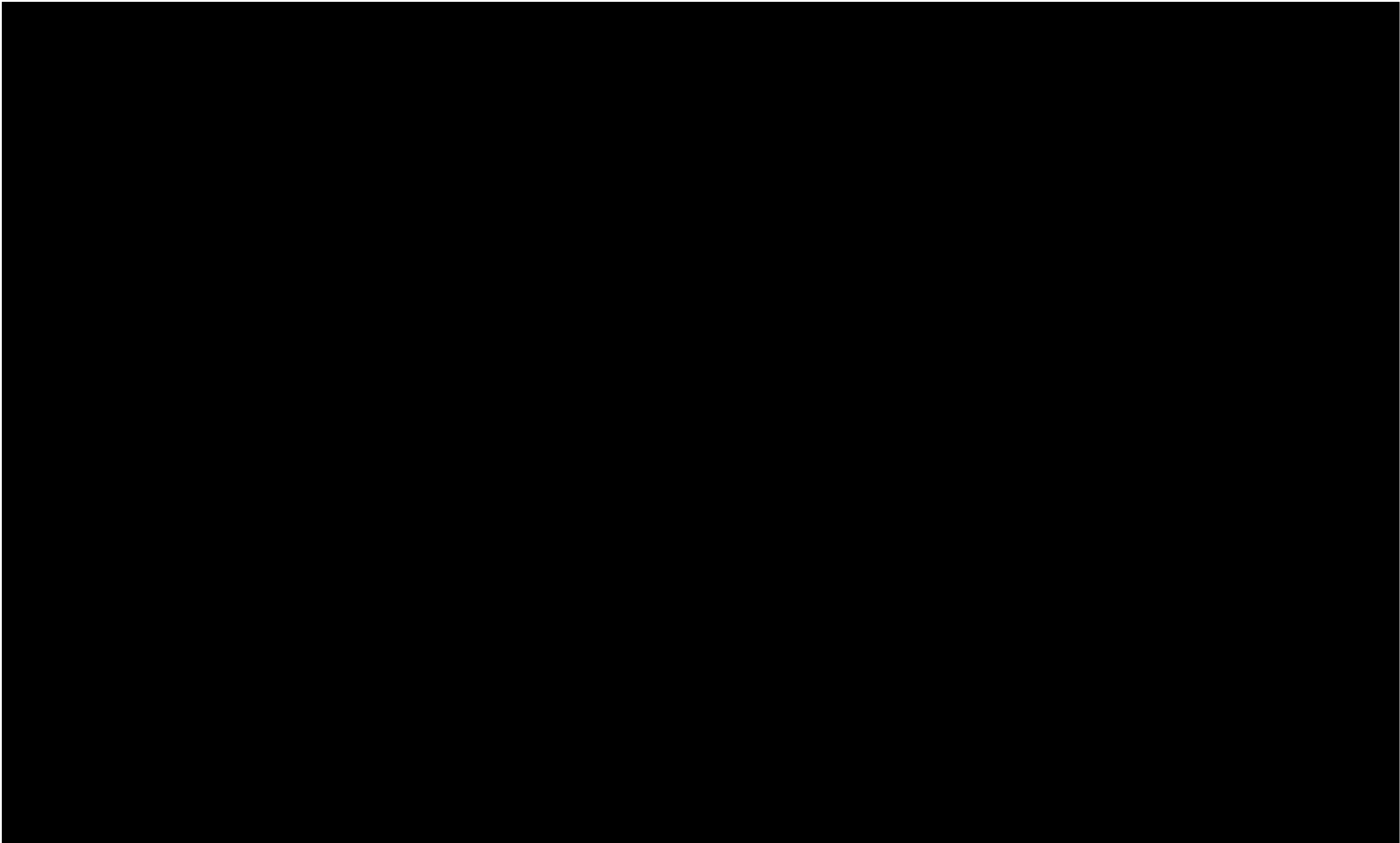


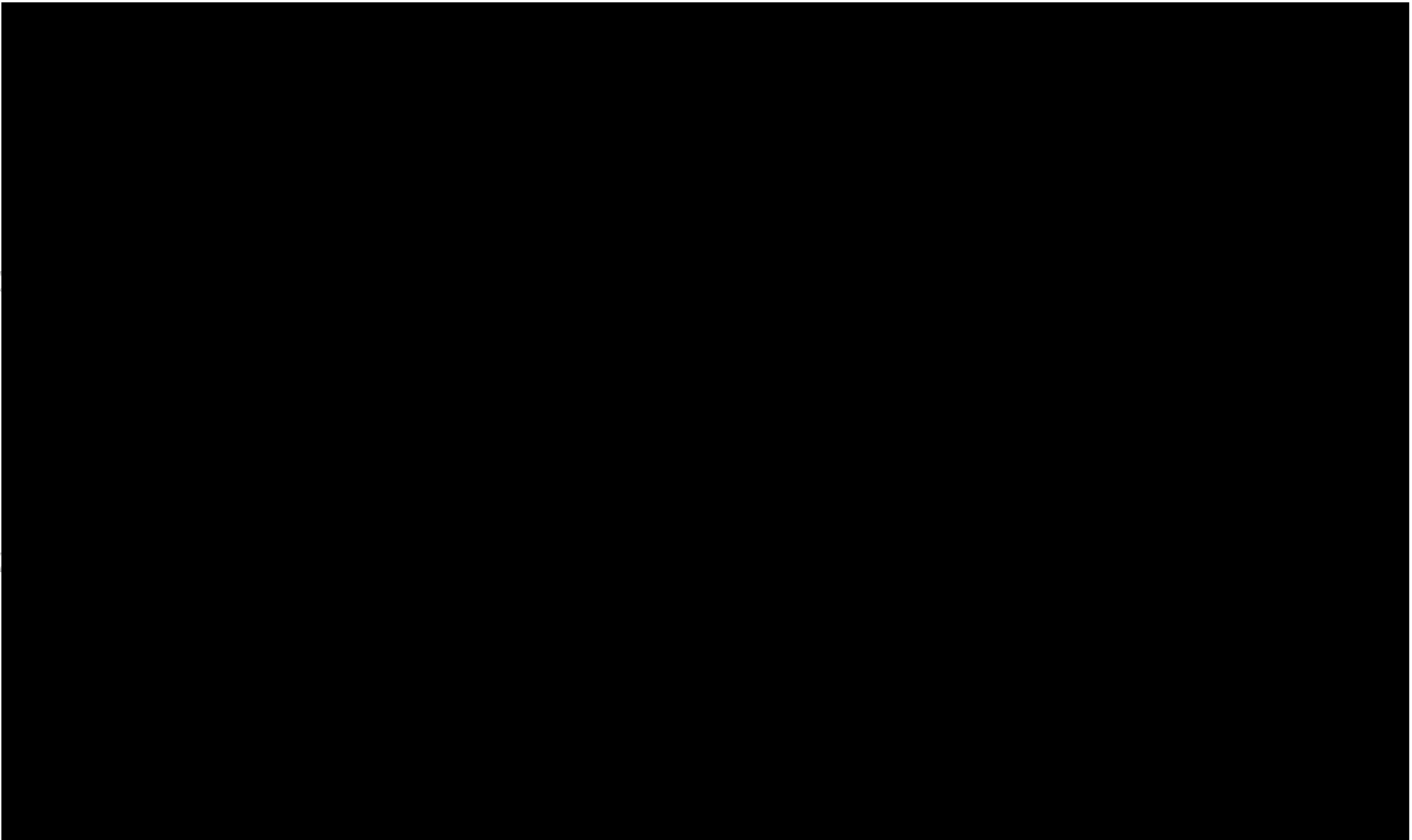


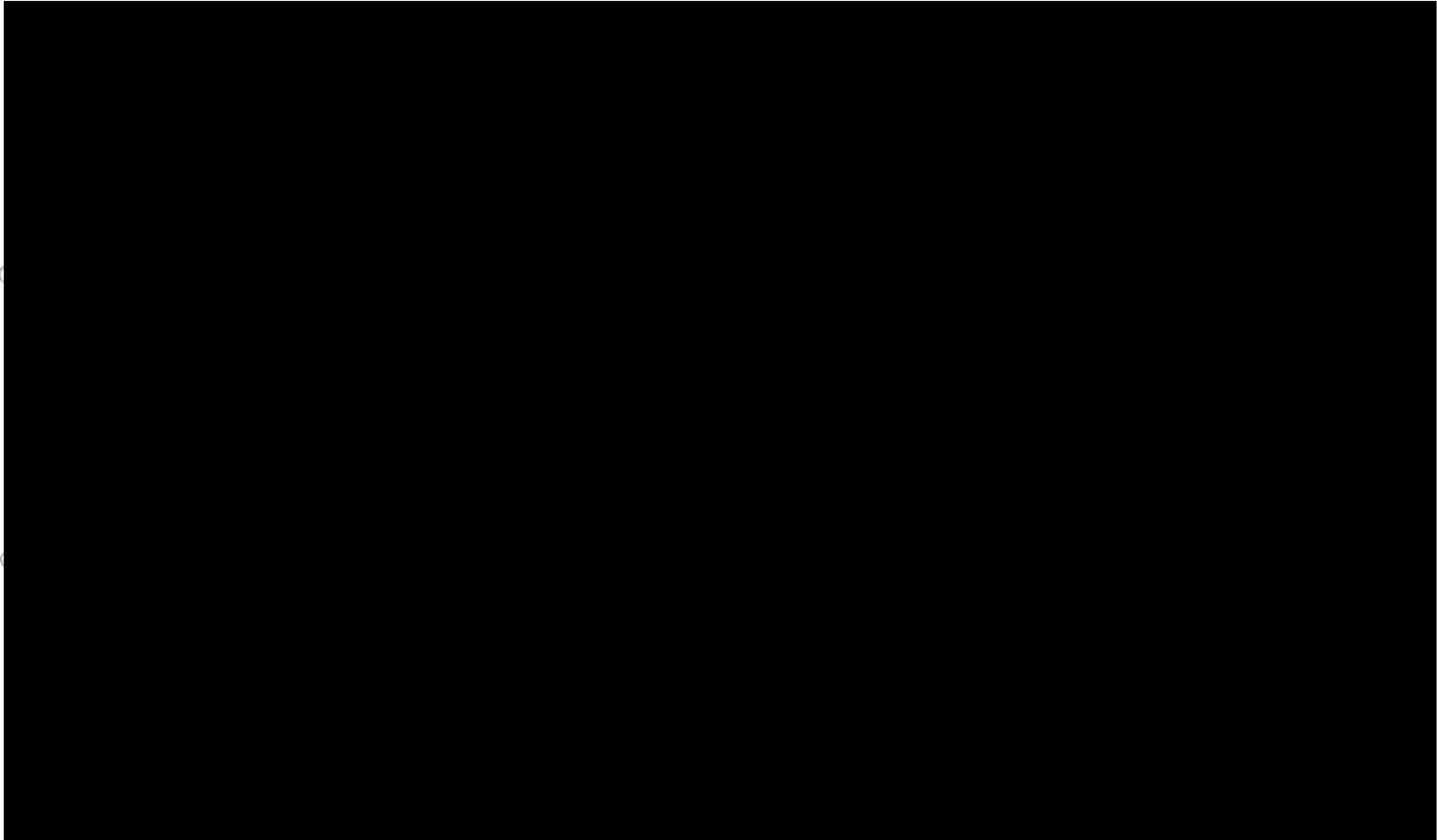


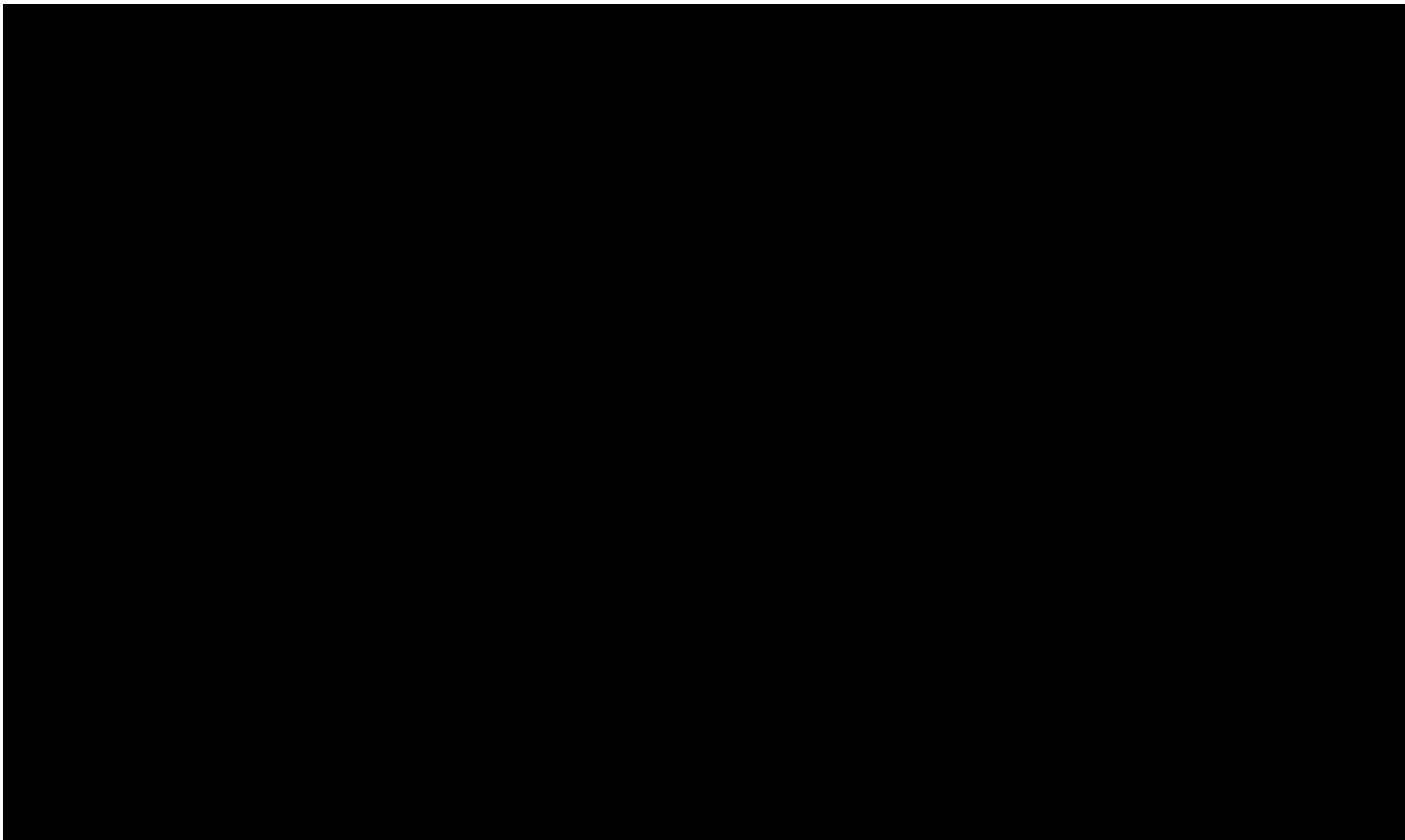


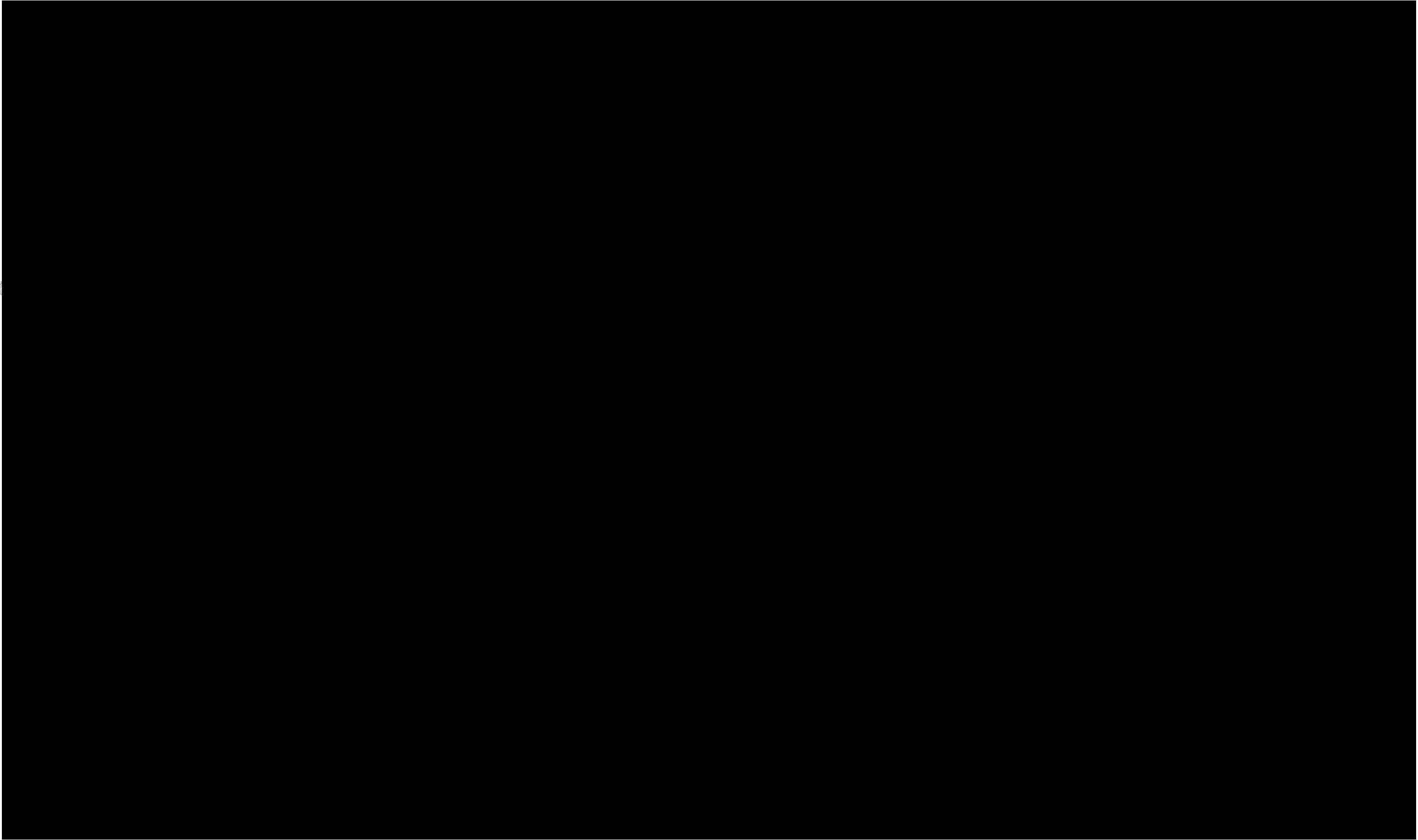


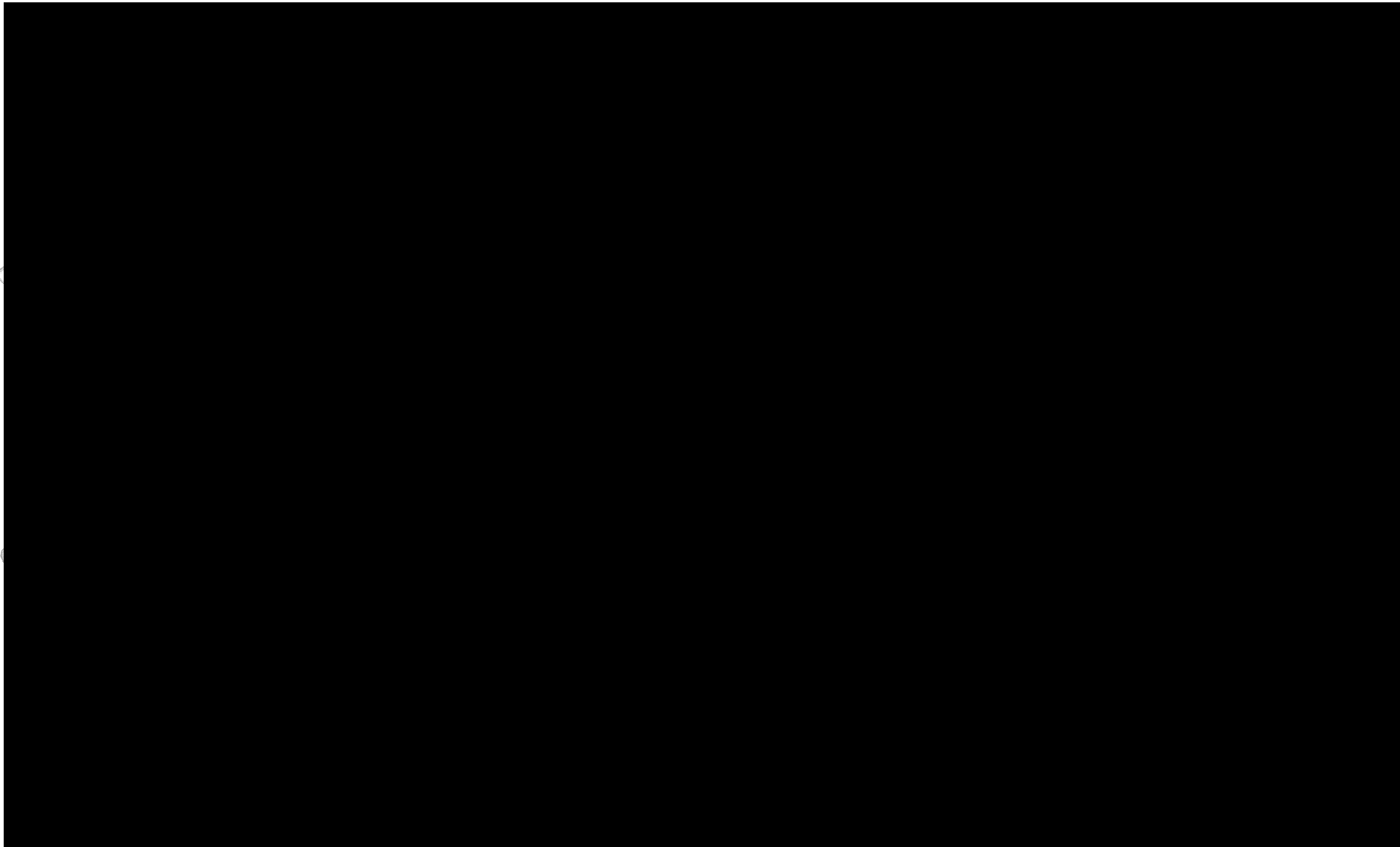


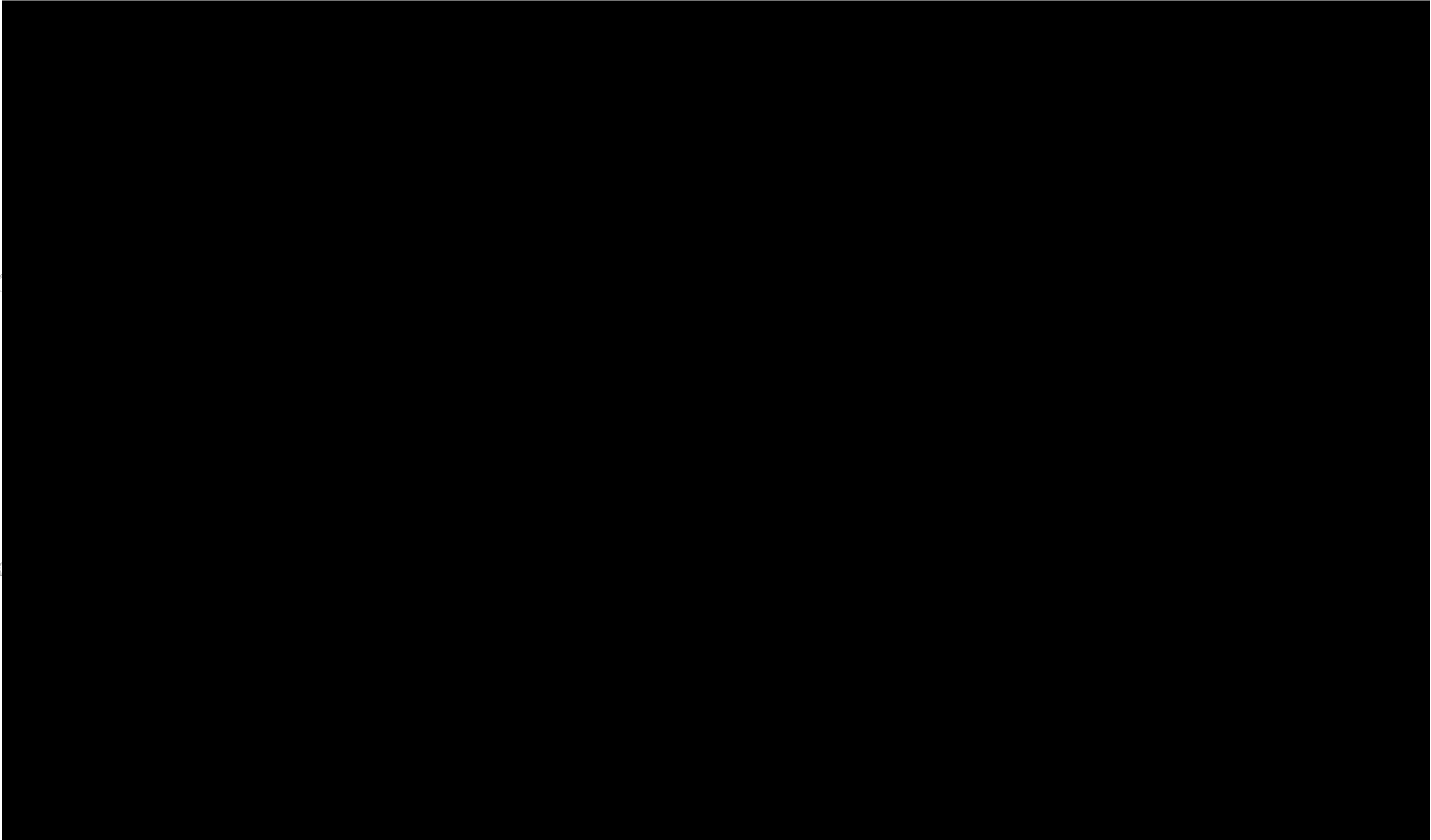


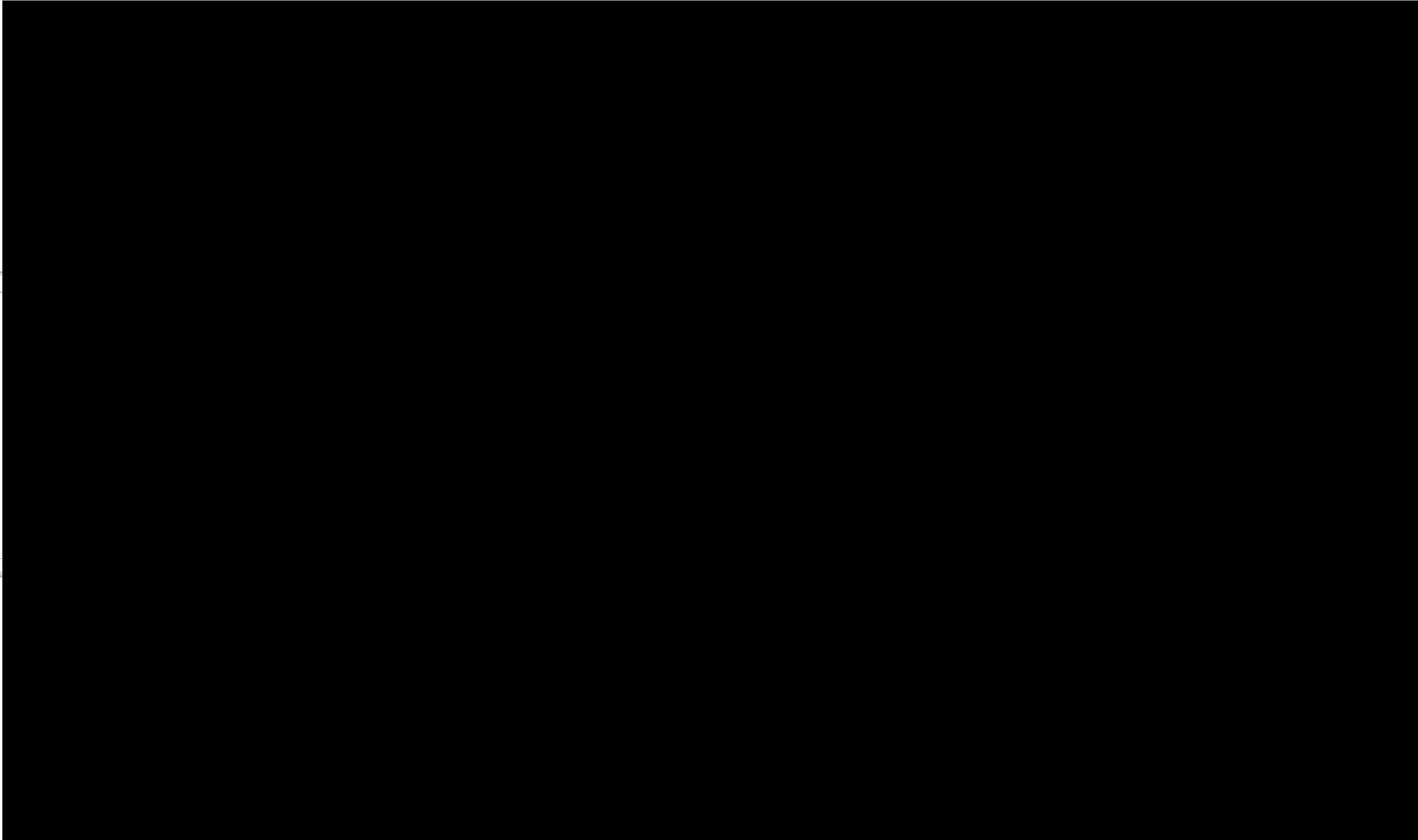




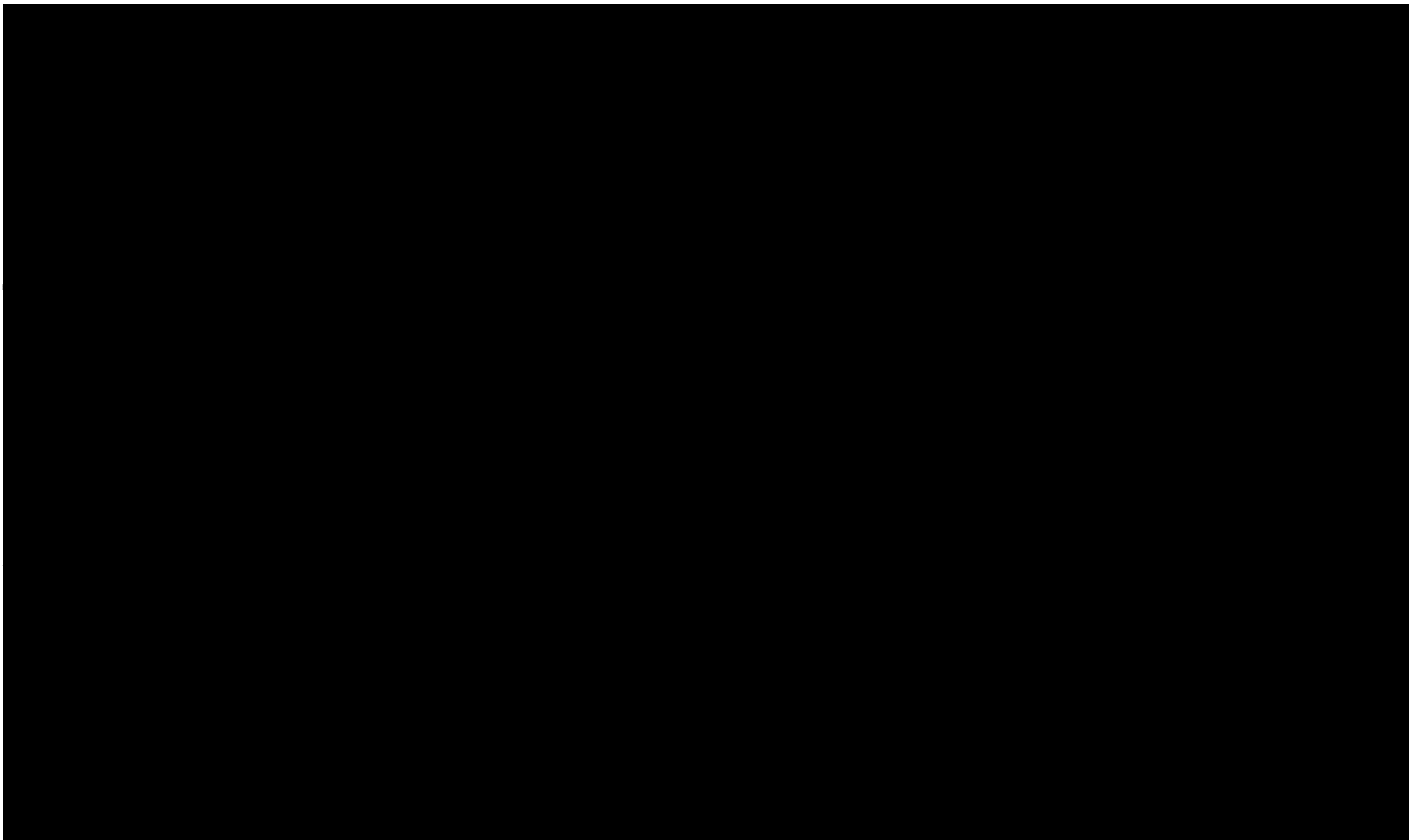


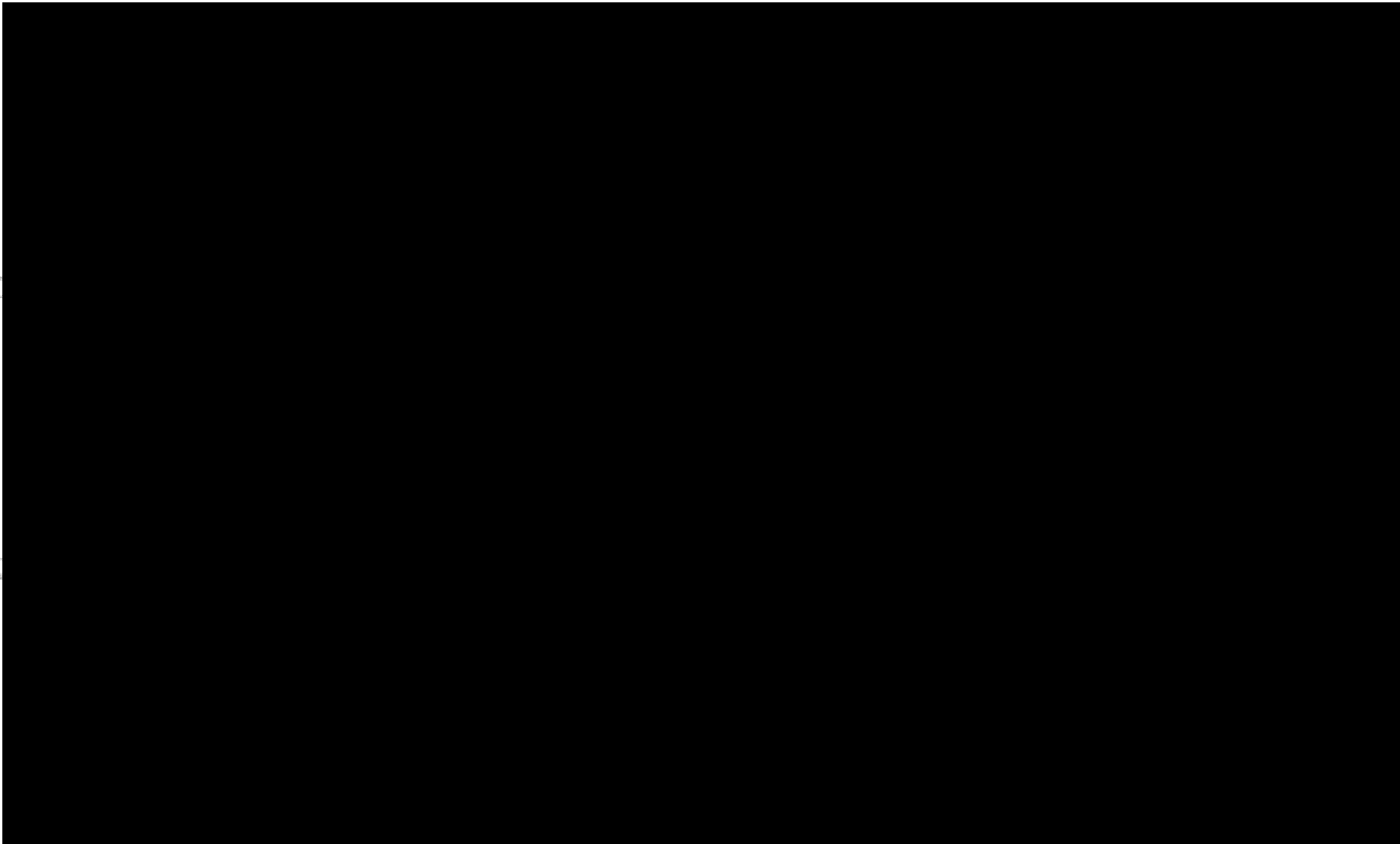


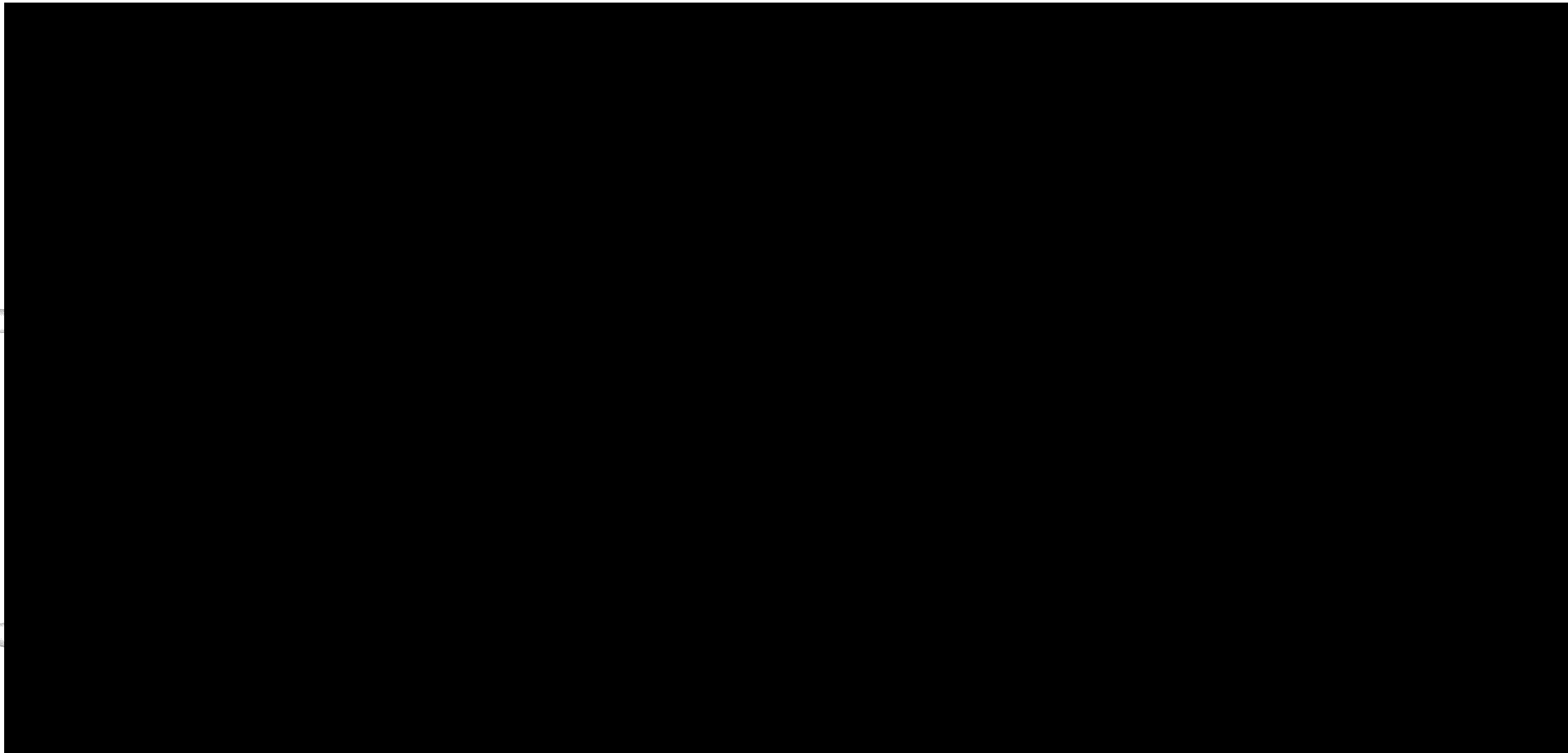






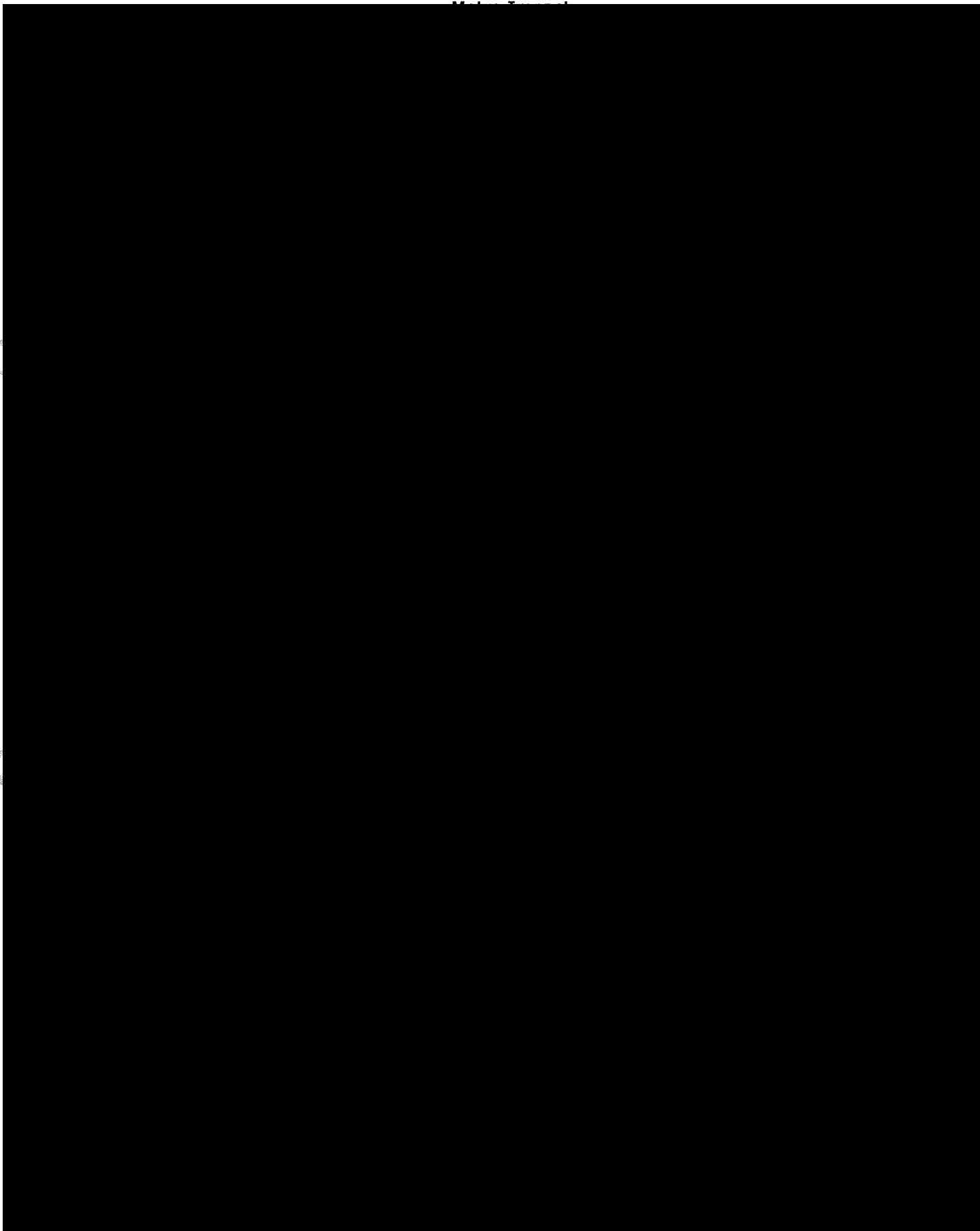


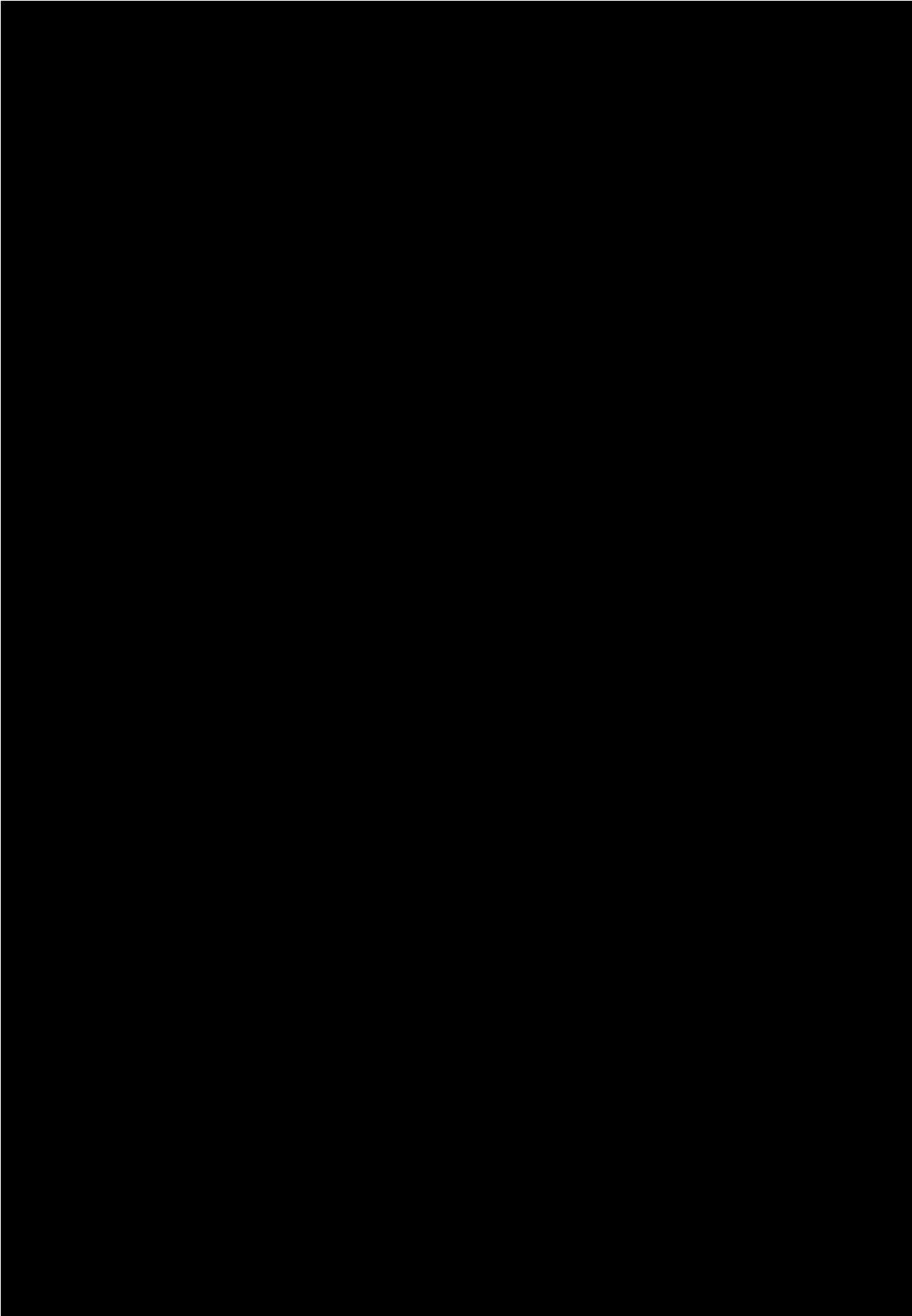


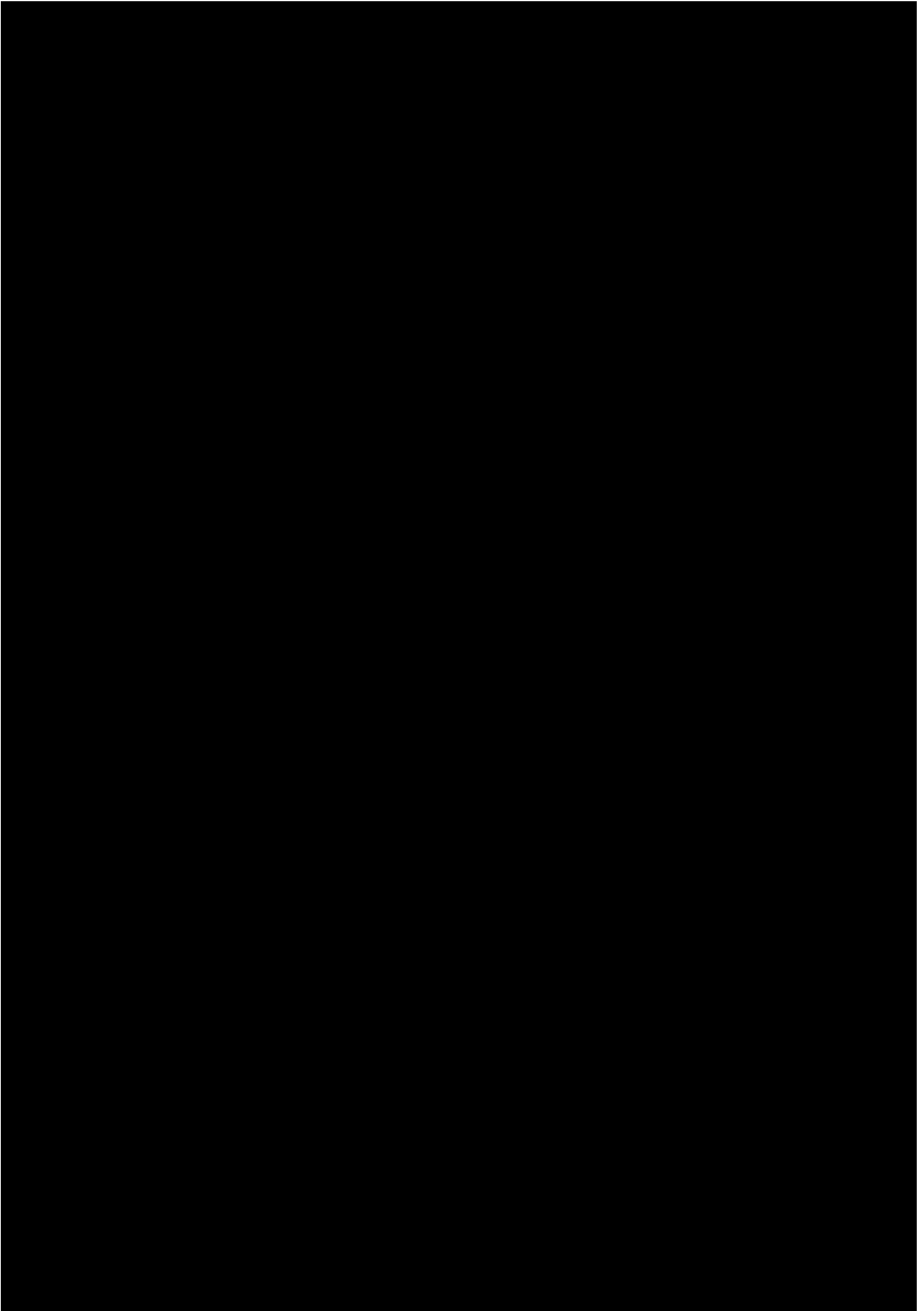


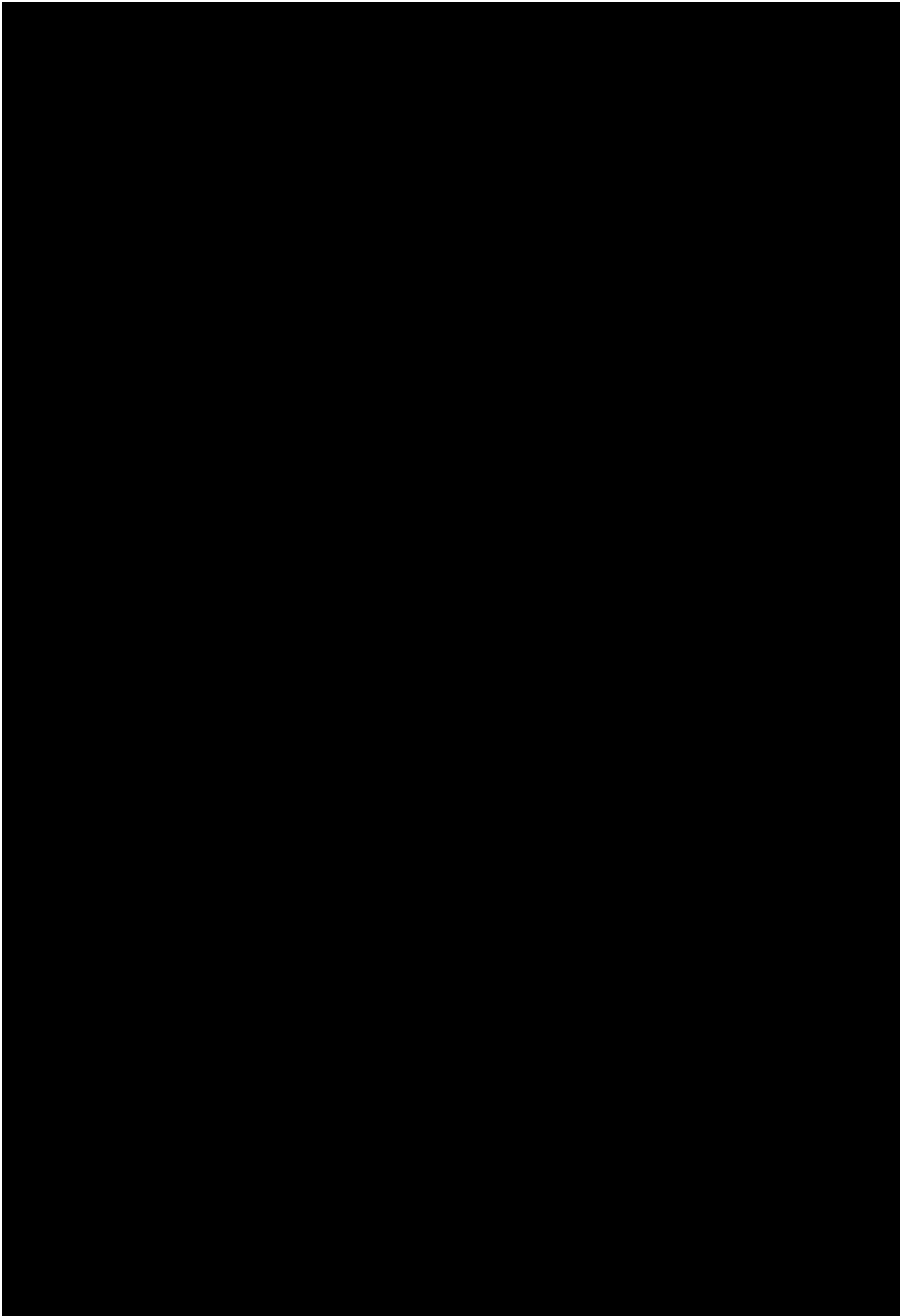
SCHEDULE A25

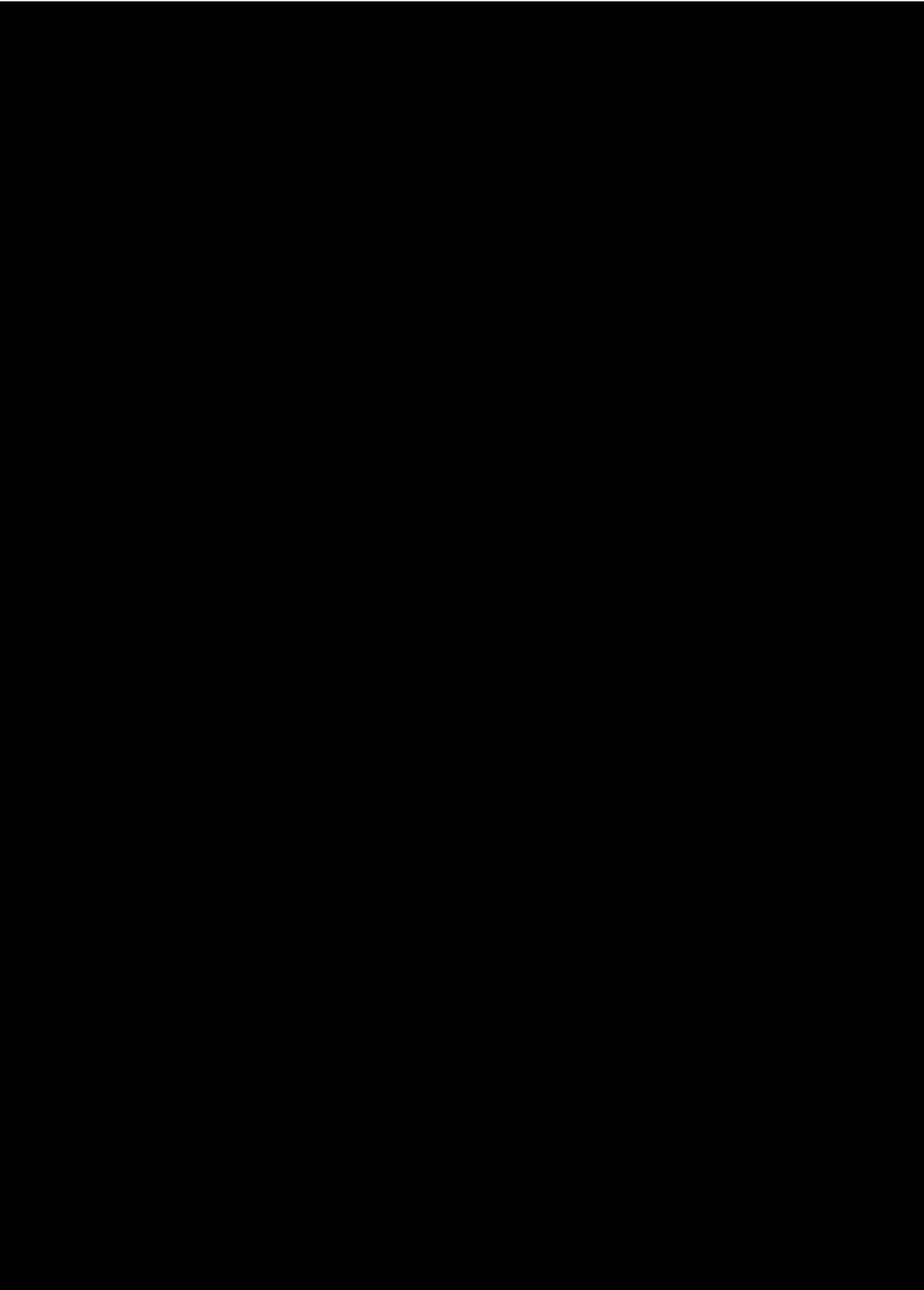
Material Transport

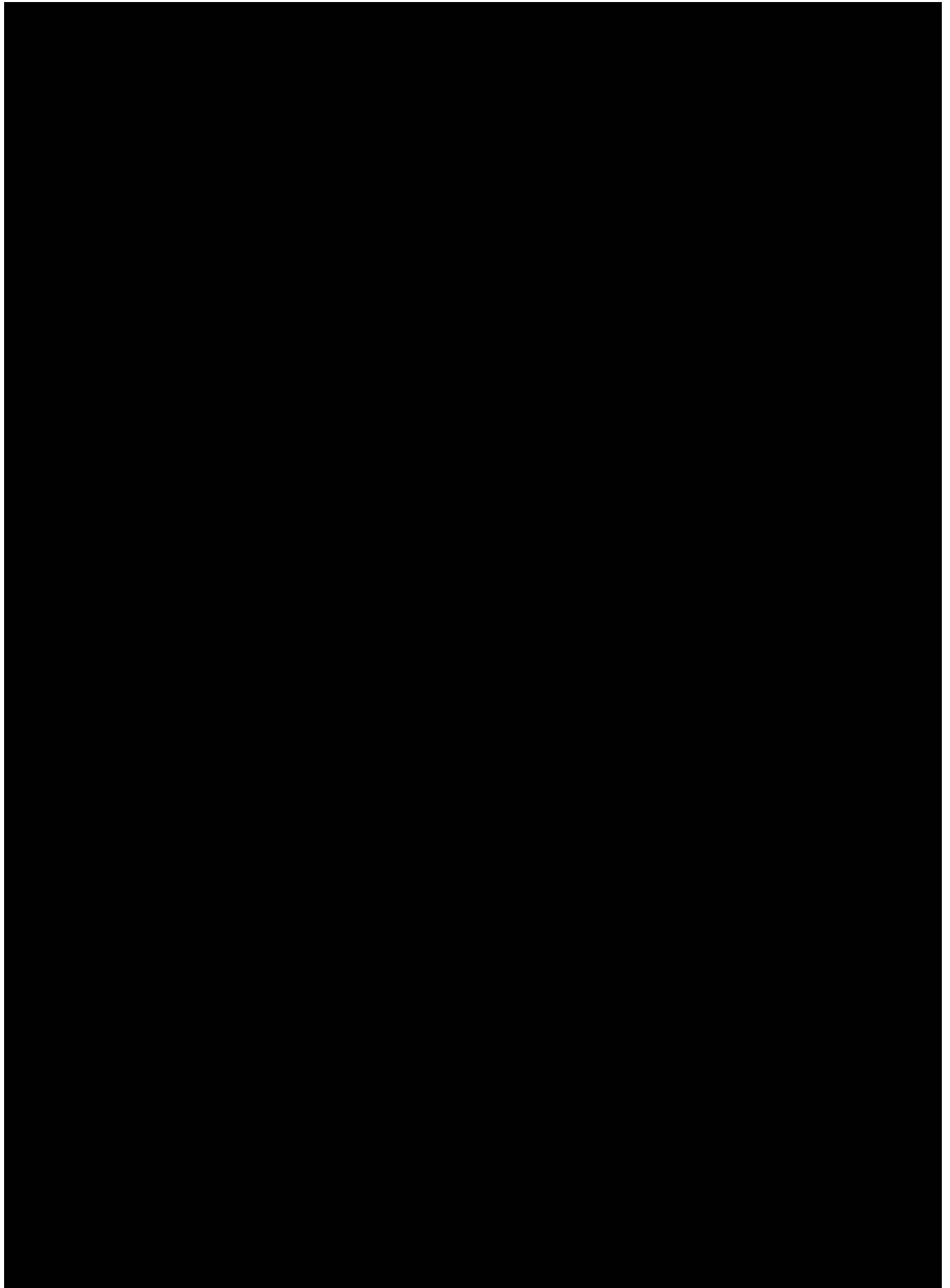


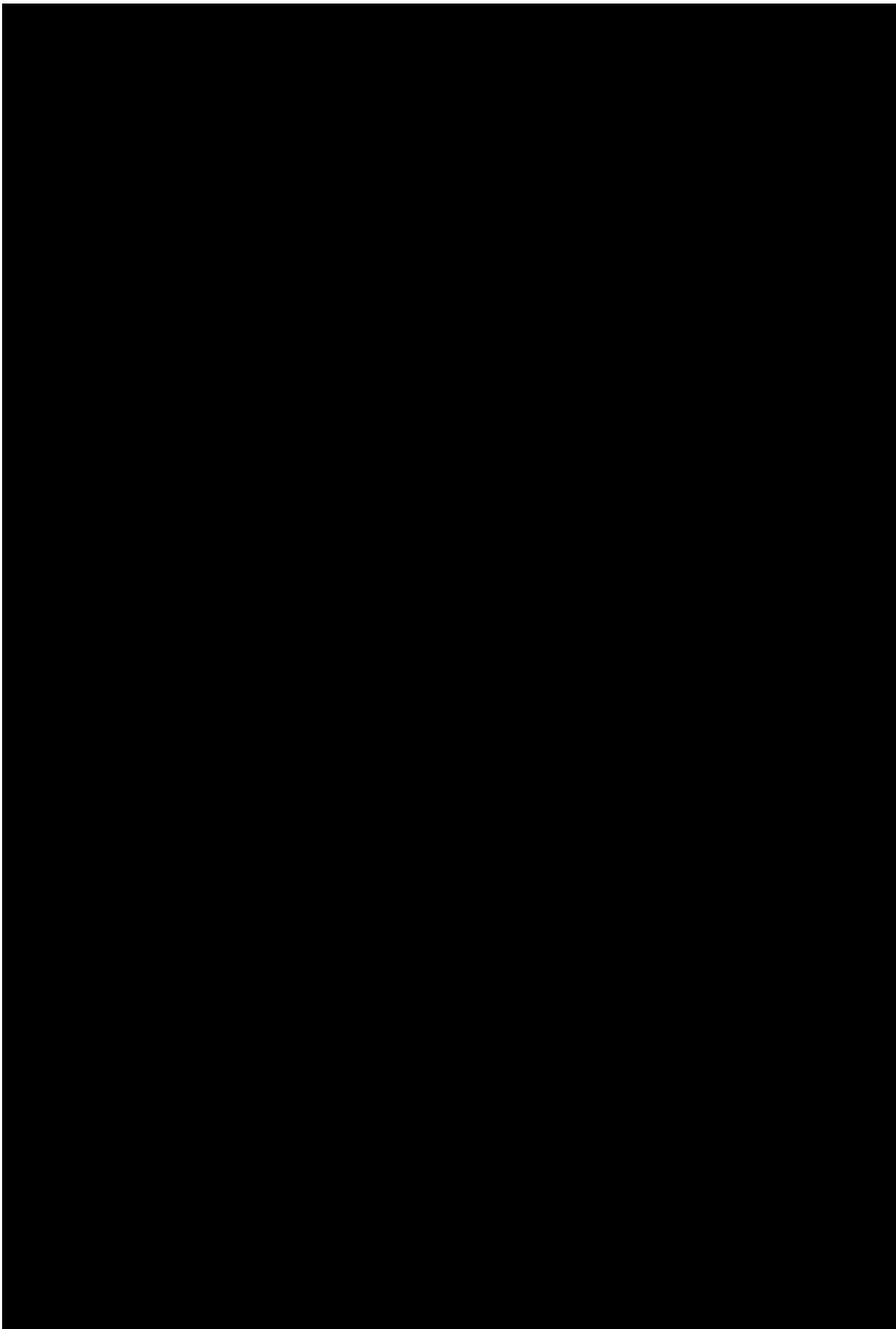


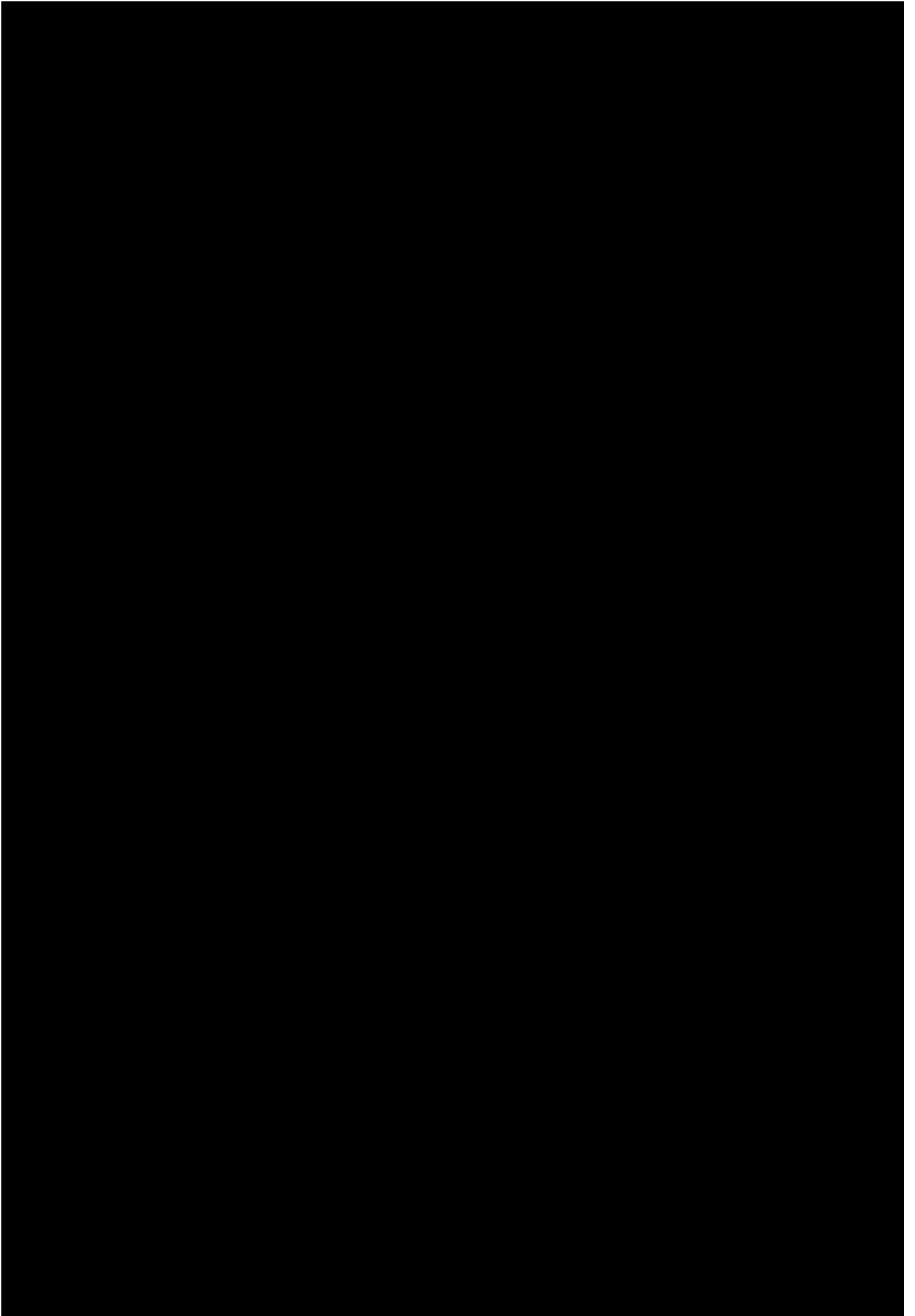


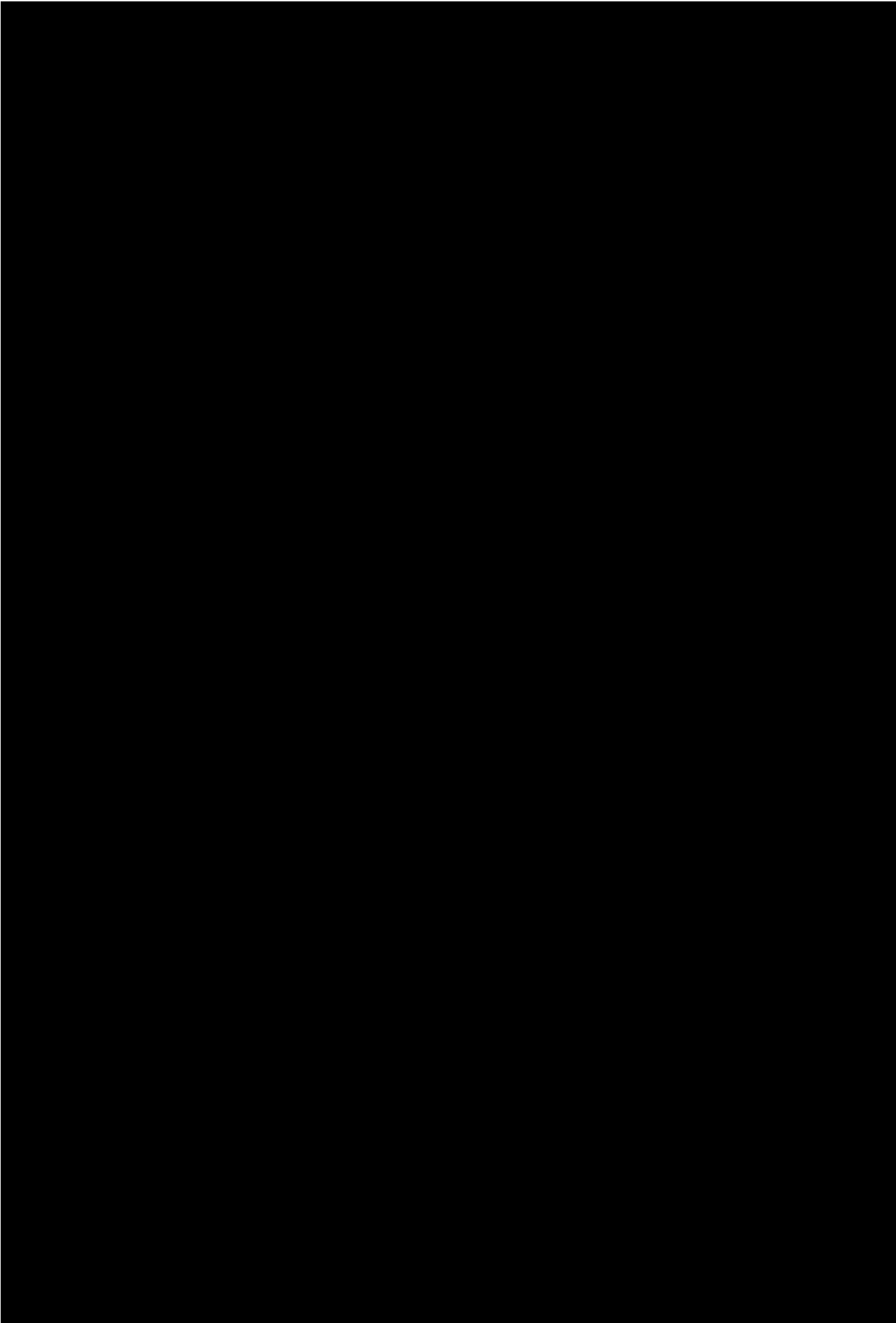


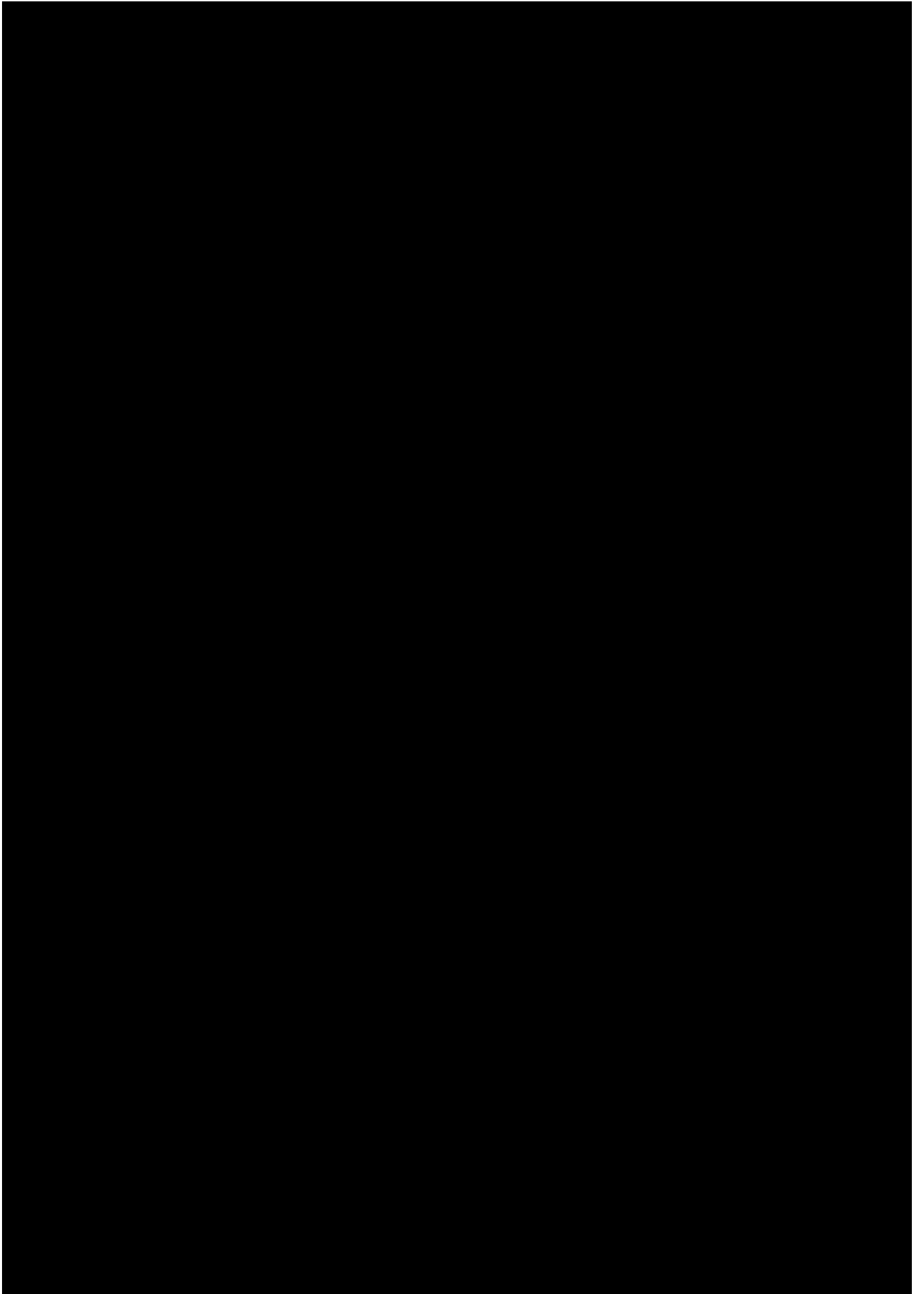


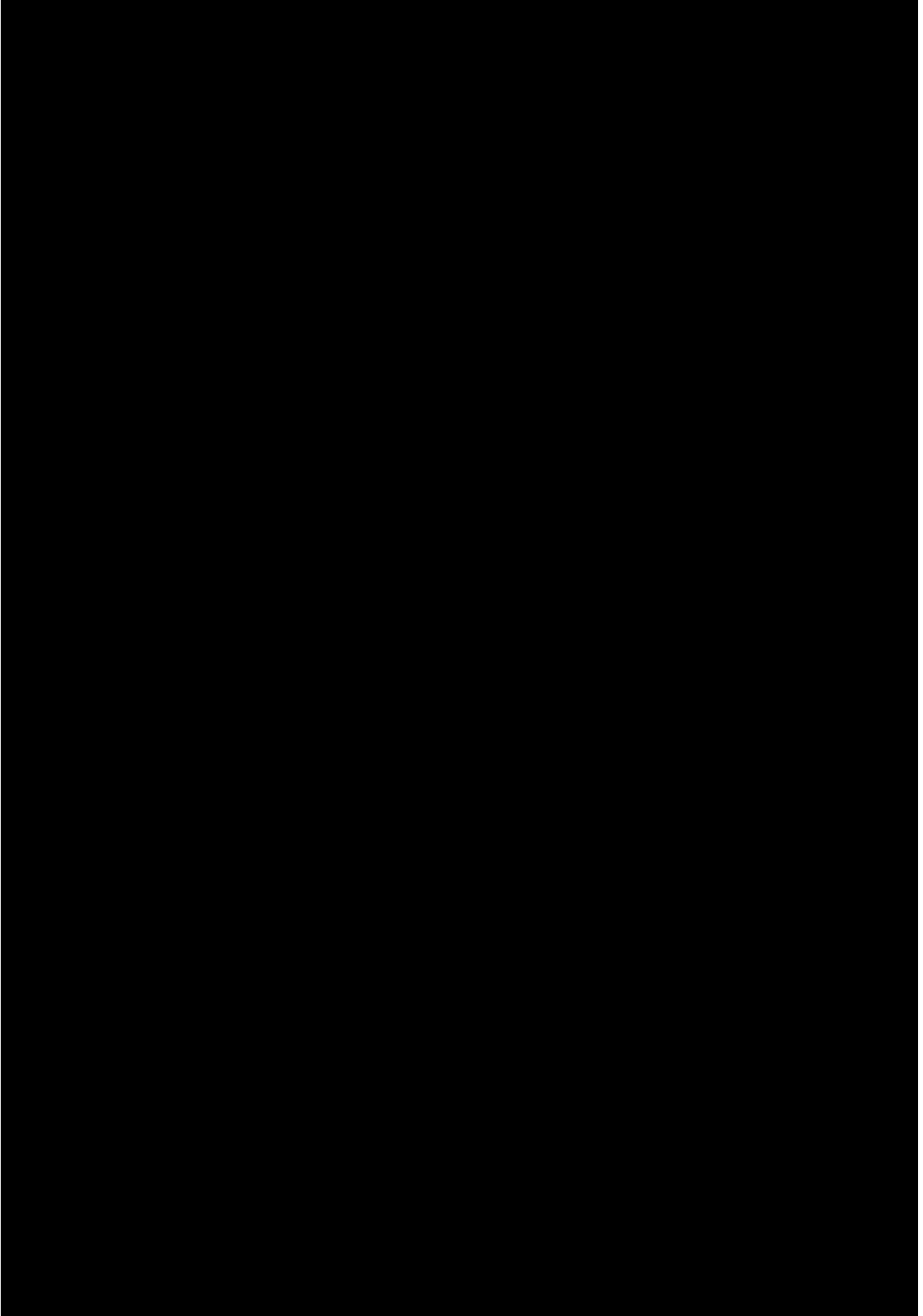


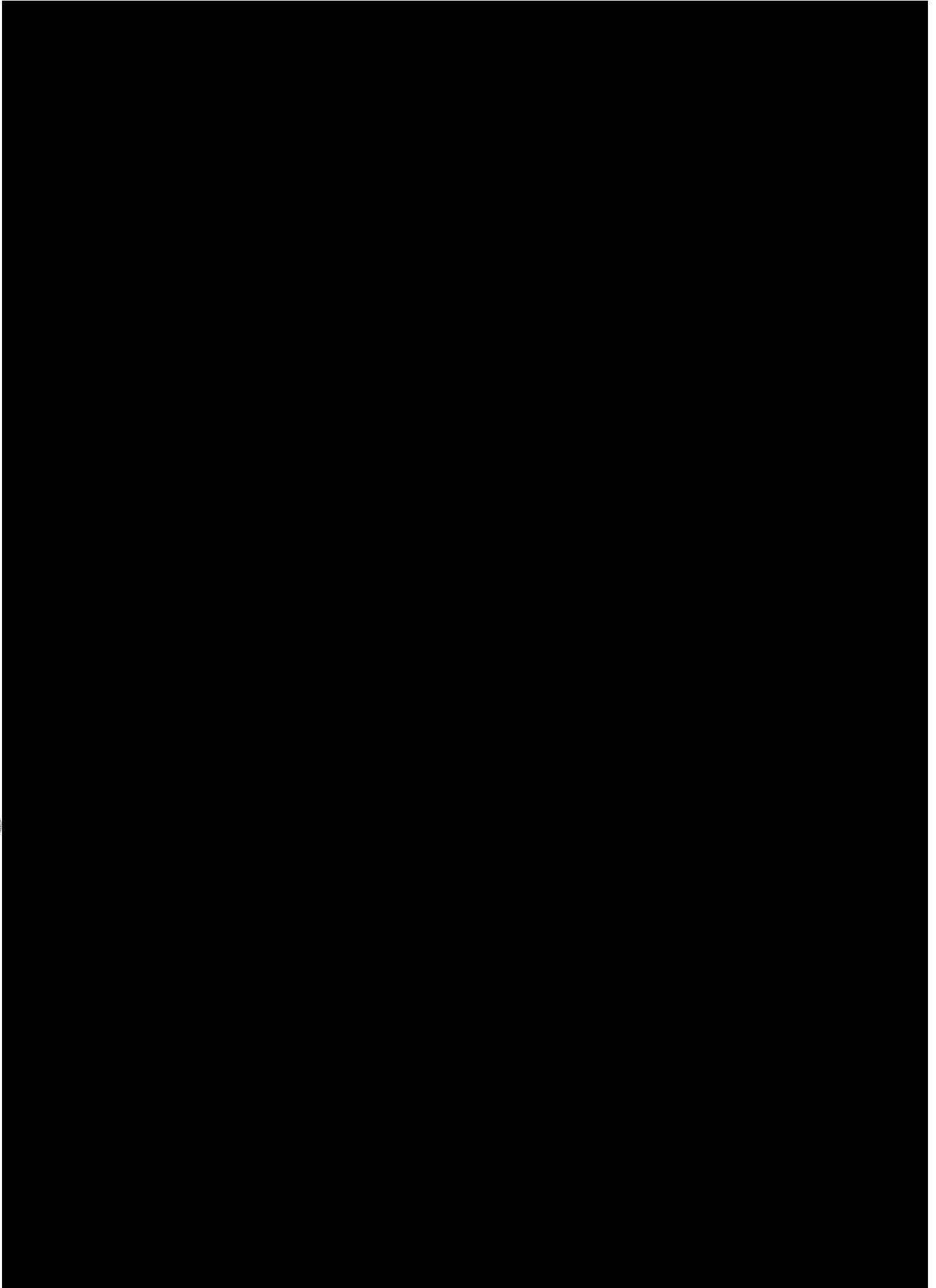


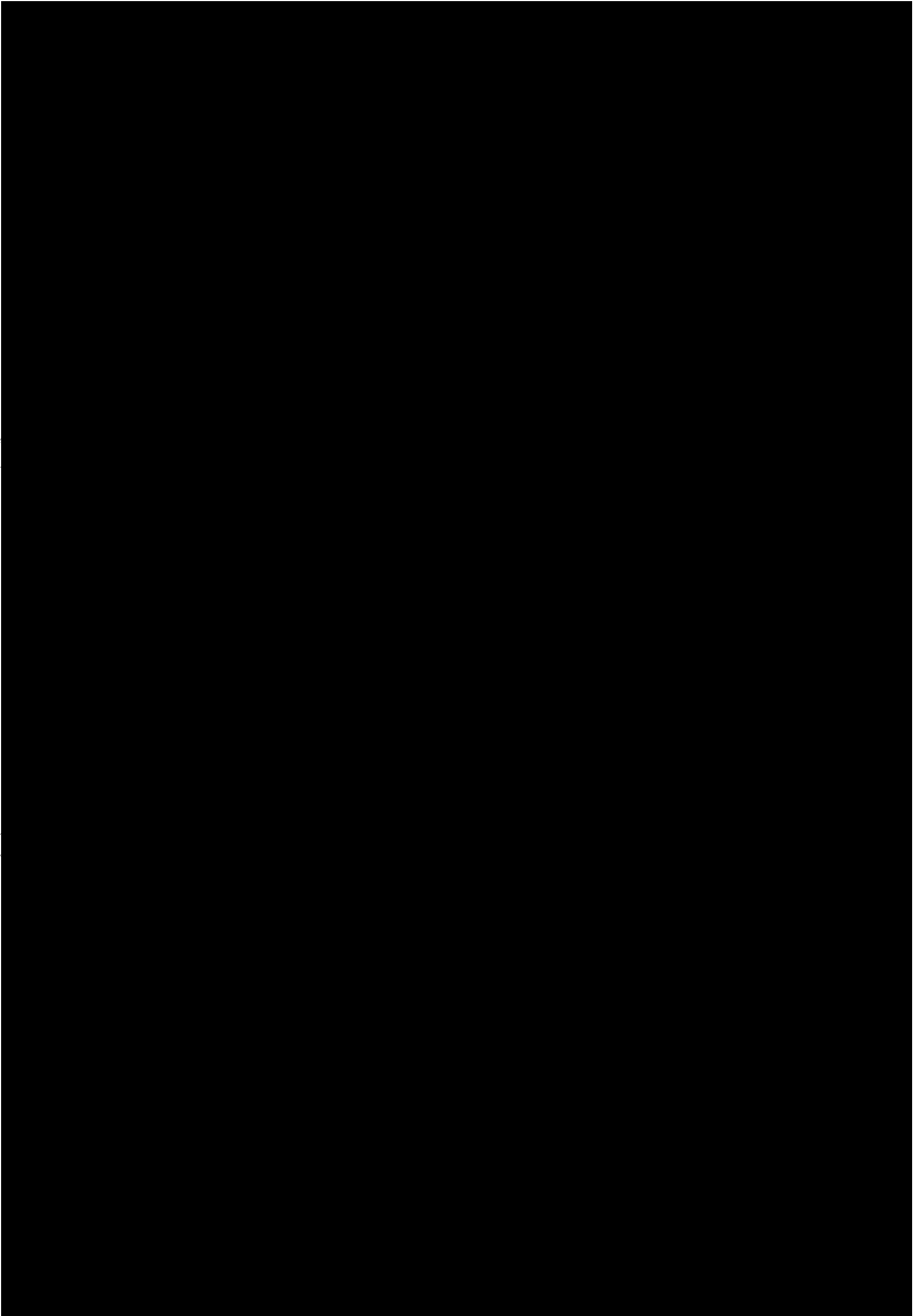


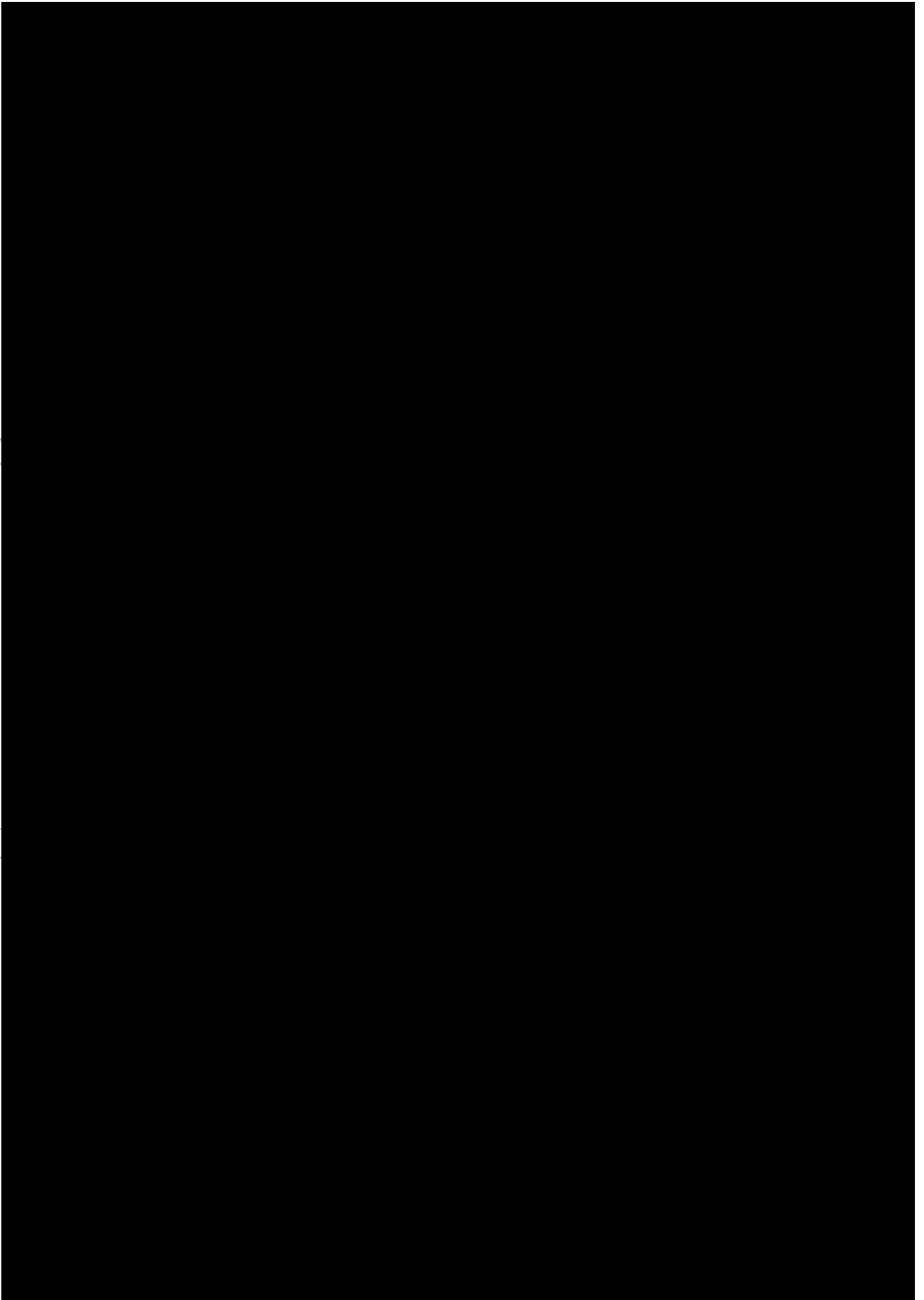












3

3

**SCHEDULE A27
D&C Term Sheet**

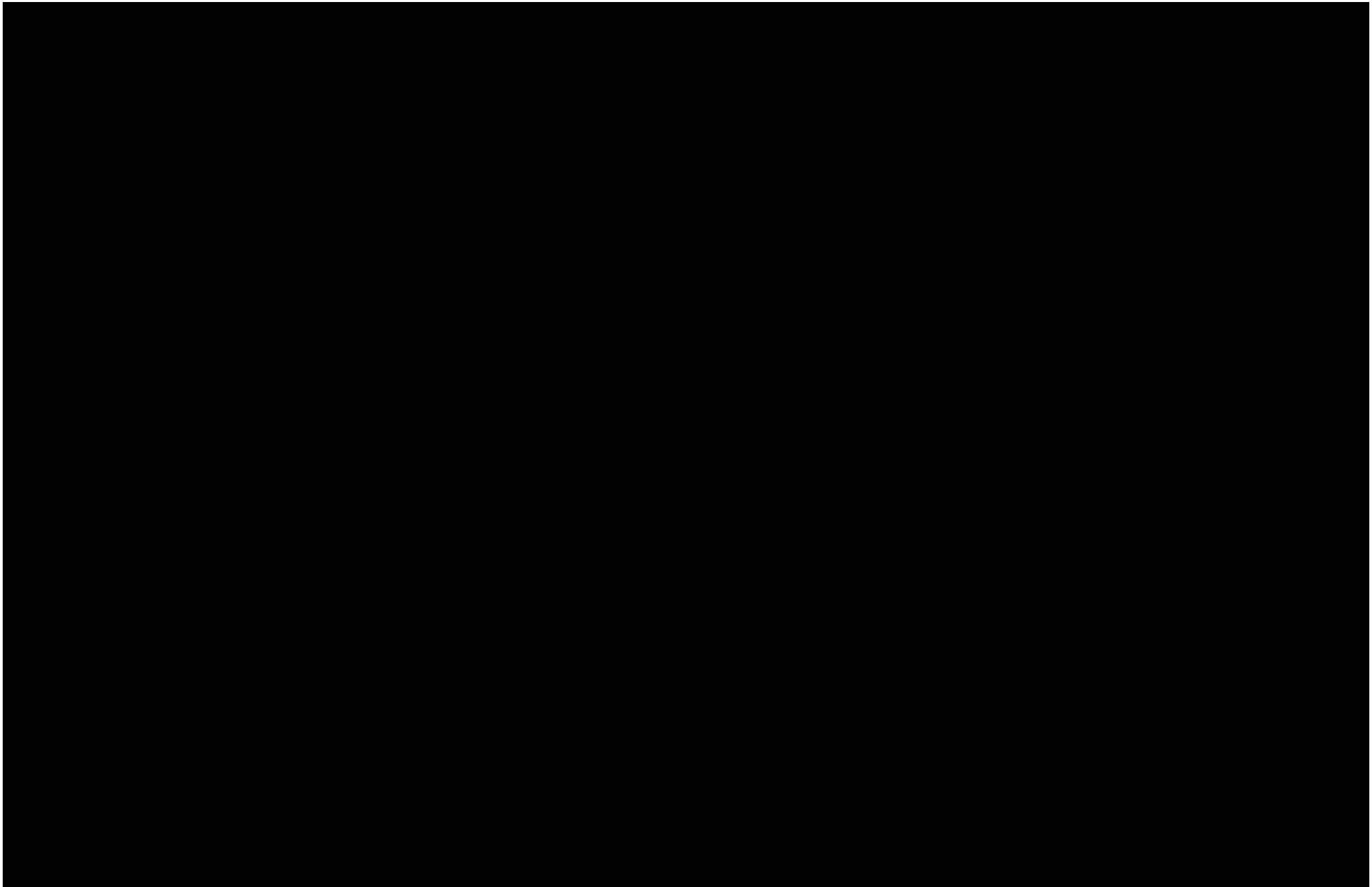
(Clause 16.4)





**VICTORIA CROSS INTEGRATED STATION DEVELOPMENT
D&C CONTRACT TERM SHEET**

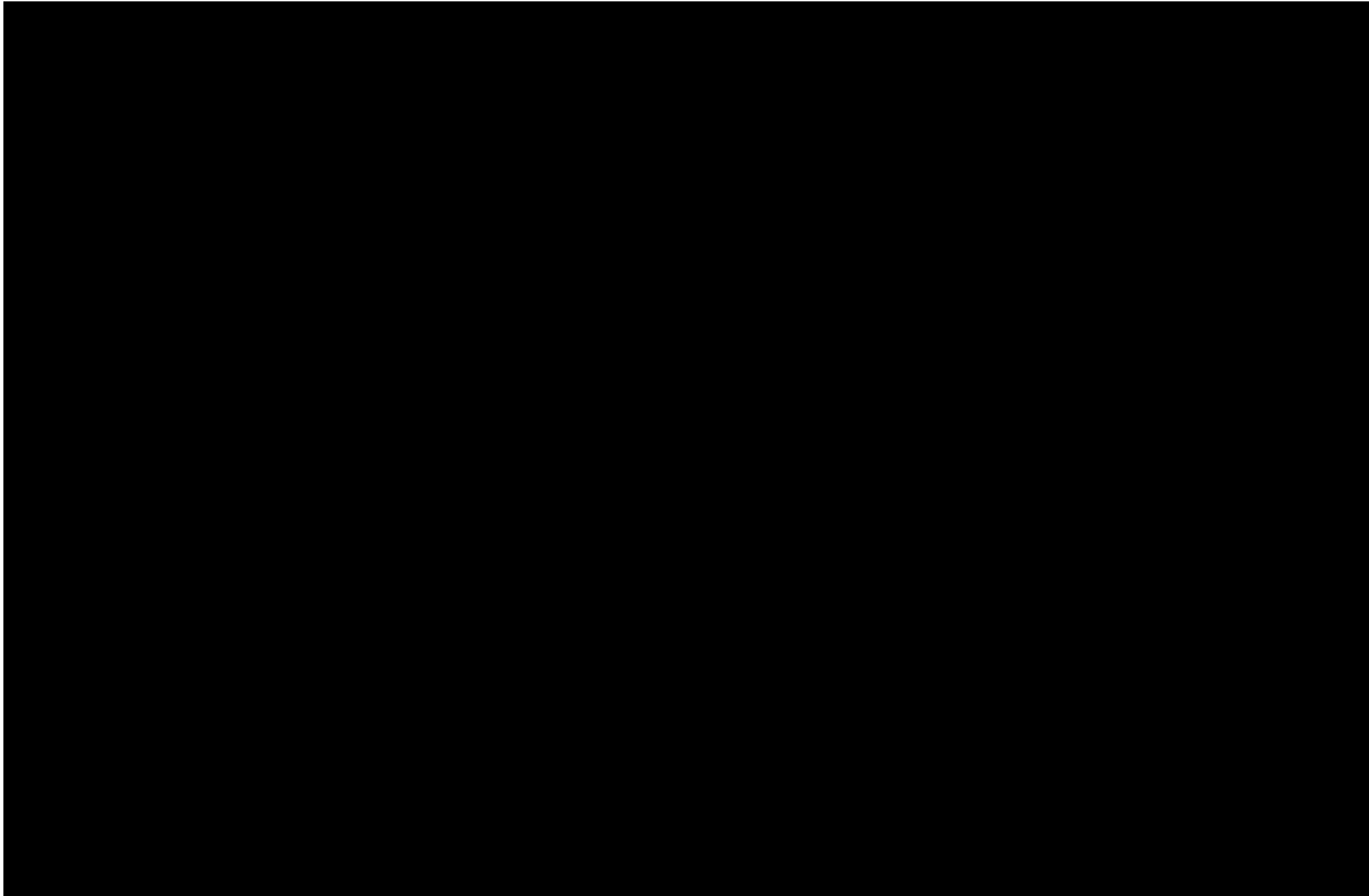
Execution version





**VICTORIA CROSS INTEGRATED STATION DEVELOPMENT
D&C CONTRACT TERM SHEET**

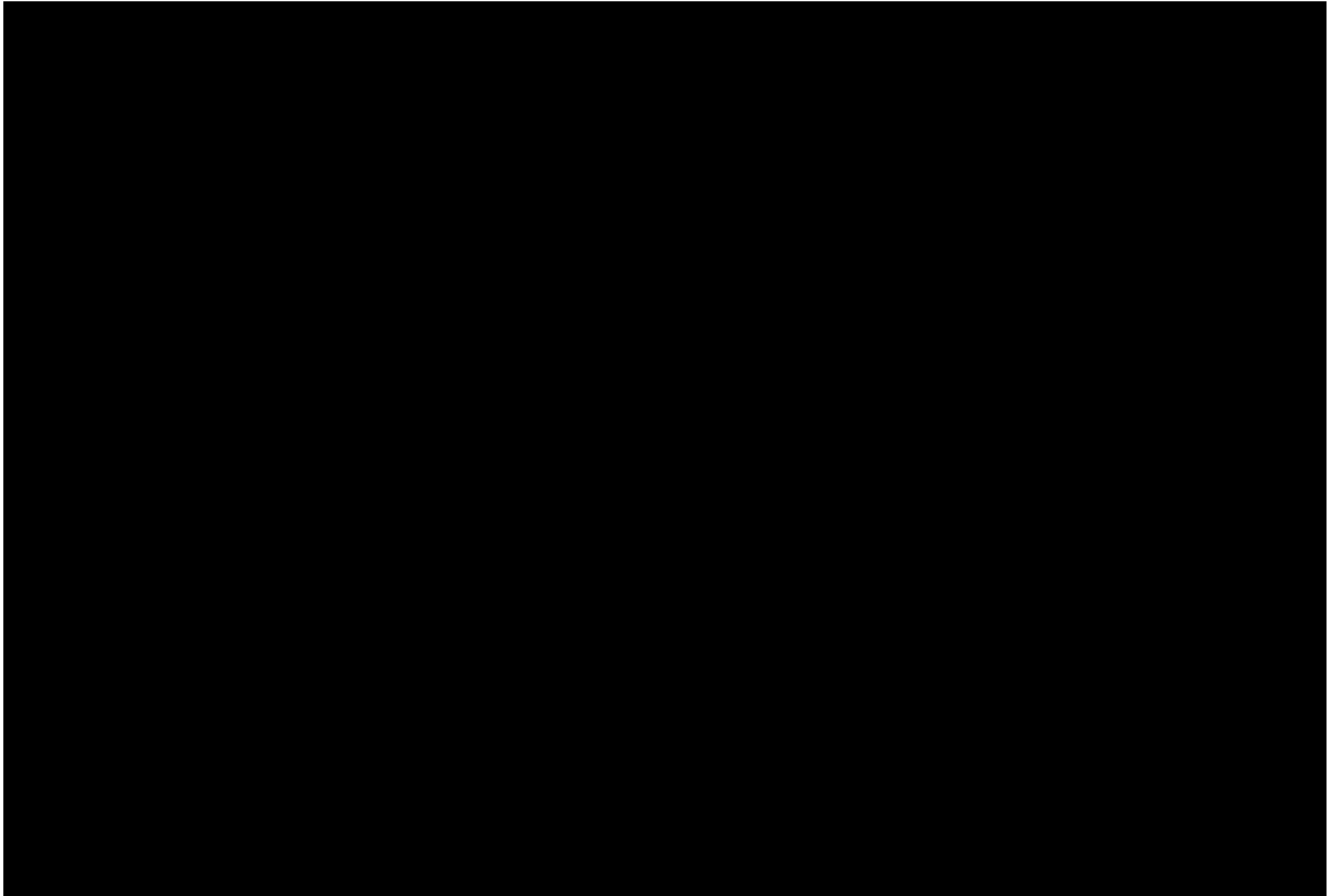
Execution version





**VICTORIA CROSS INTEGRATED STATION DEVELOPMENT
D&C CONTRACT TERM SHEET**

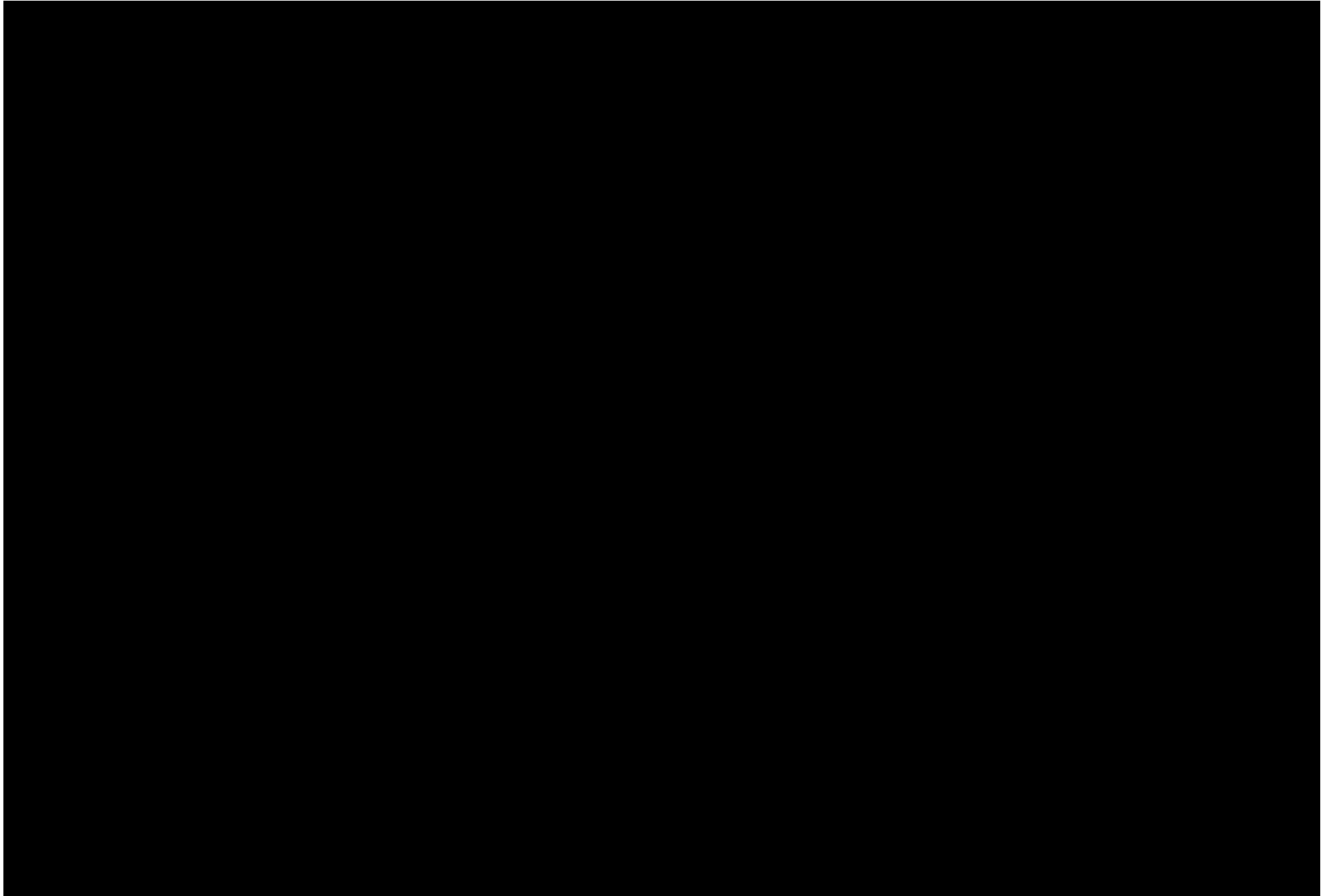
Execution version





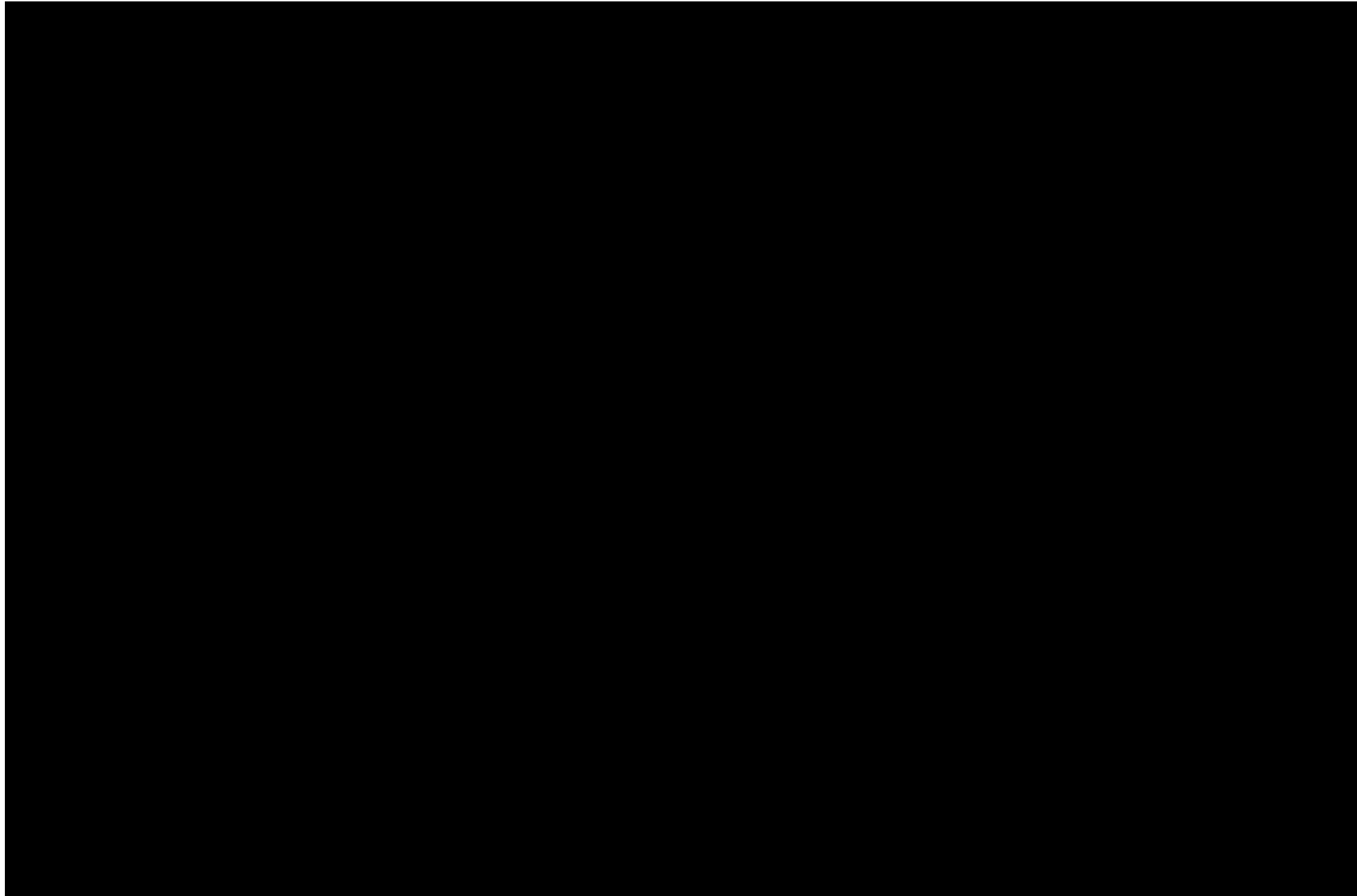
**VICTORIA CROSS INTEGRATED STATION DEVELOPMENT
D&C CONTRACT TERM SHEET**

Execution version



**VICTORIA CROSS INTEGRATED STATION DEVELOPMENT
D&C CONTRACT TERM SHEET**

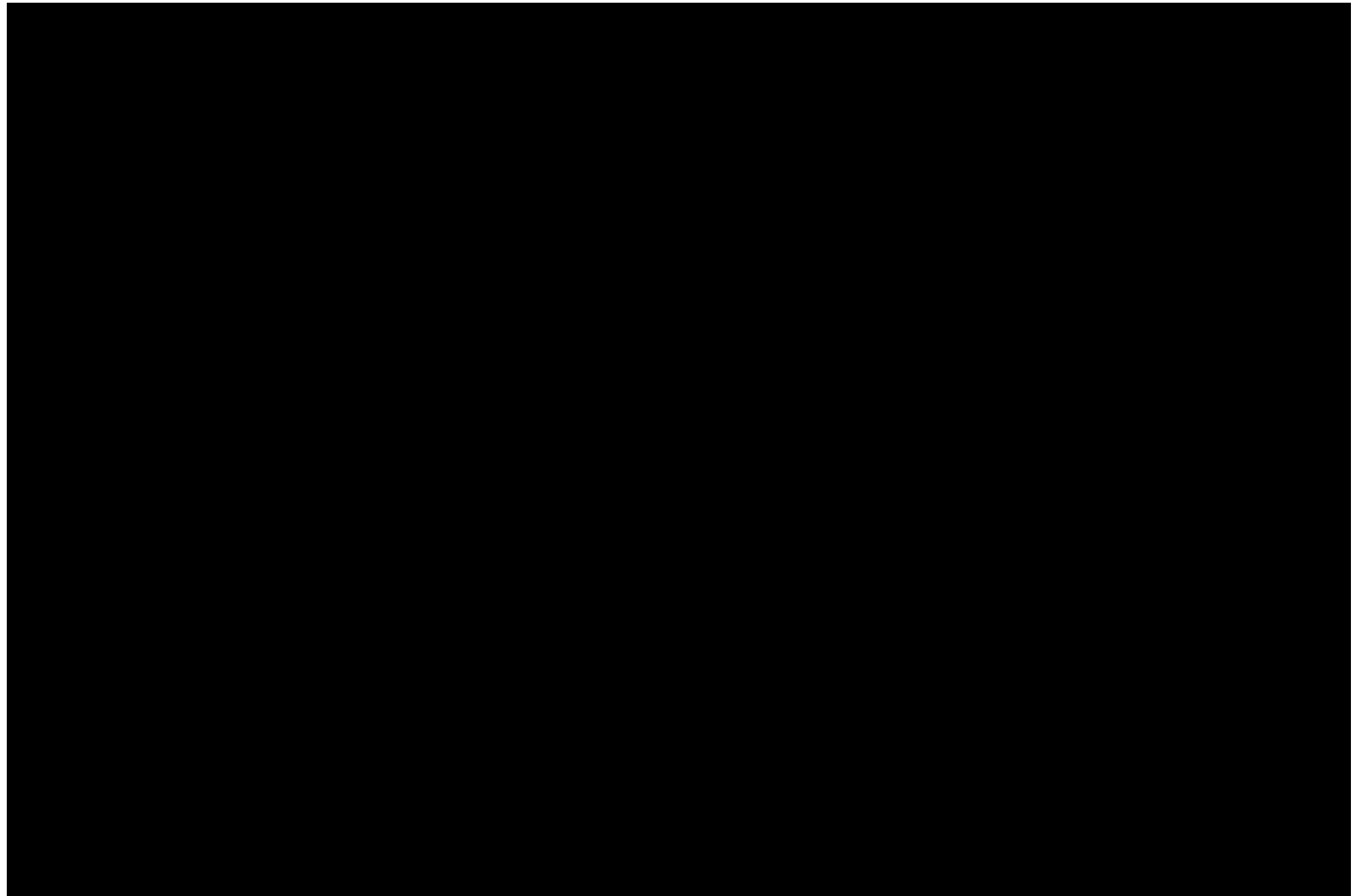
Execution version





**VICTORIA CROSS INTEGRATED STATION DEVELOPMENT
D&C CONTRACT TERM SHEET**

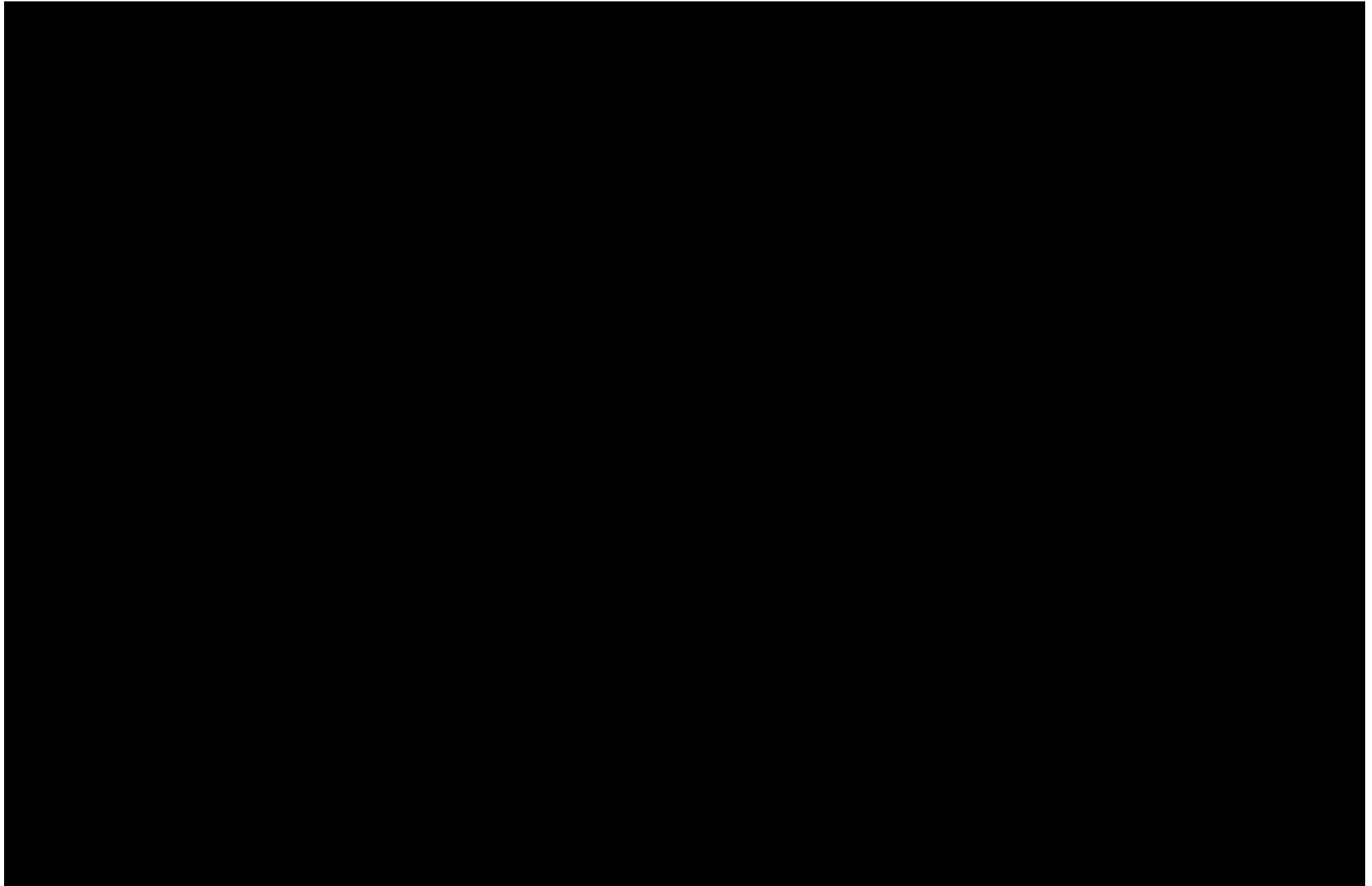
Execution version





**VICTORIA CROSS INTEGRATED STATION DEVELOPMENT
D&C CONTRACT TERM SHEET**

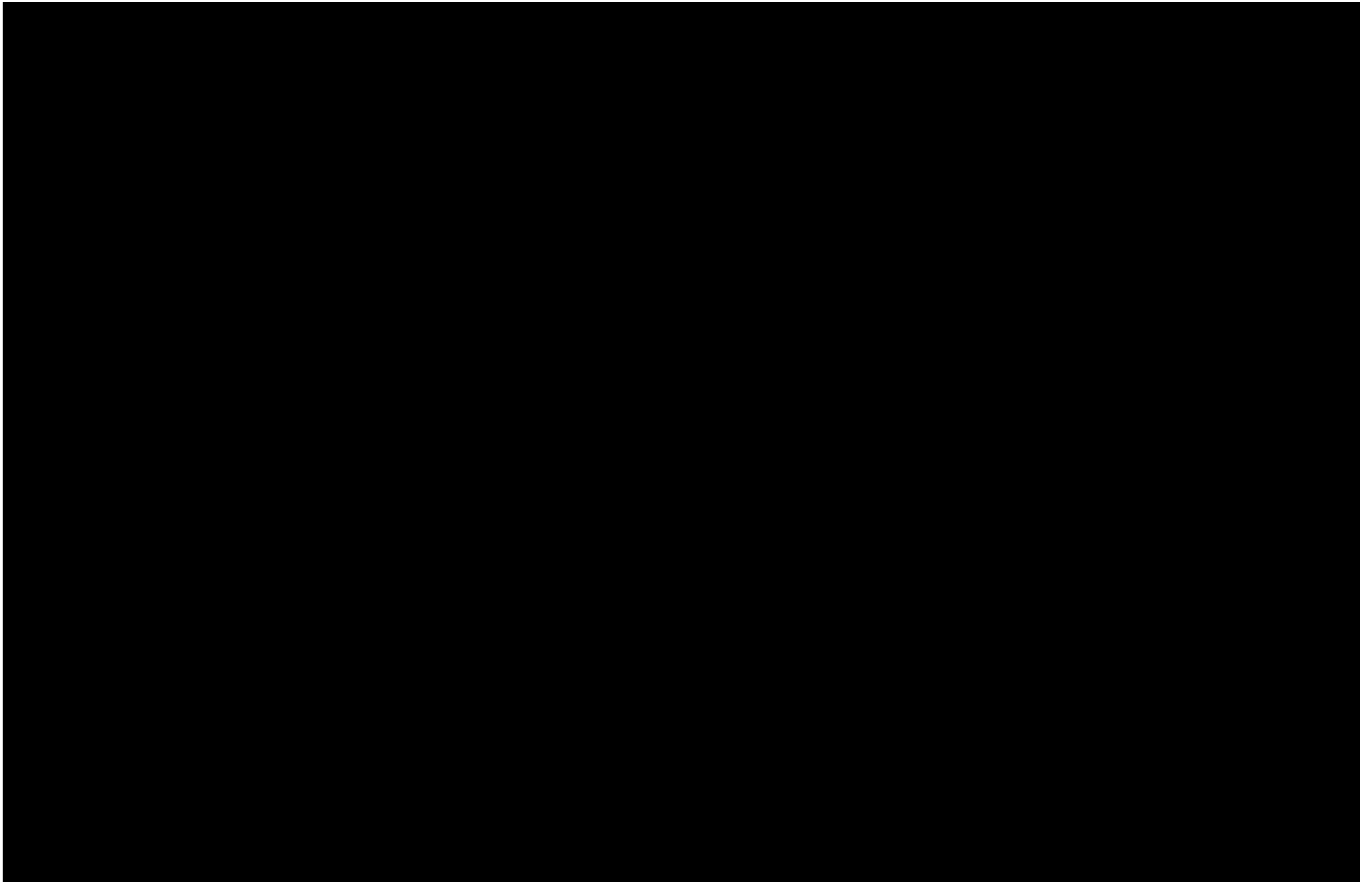
Execution version





**VICTORIA CROSS INTEGRATED STATION DEVELOPMENT
D&C CONTRACT TERM SHEET**

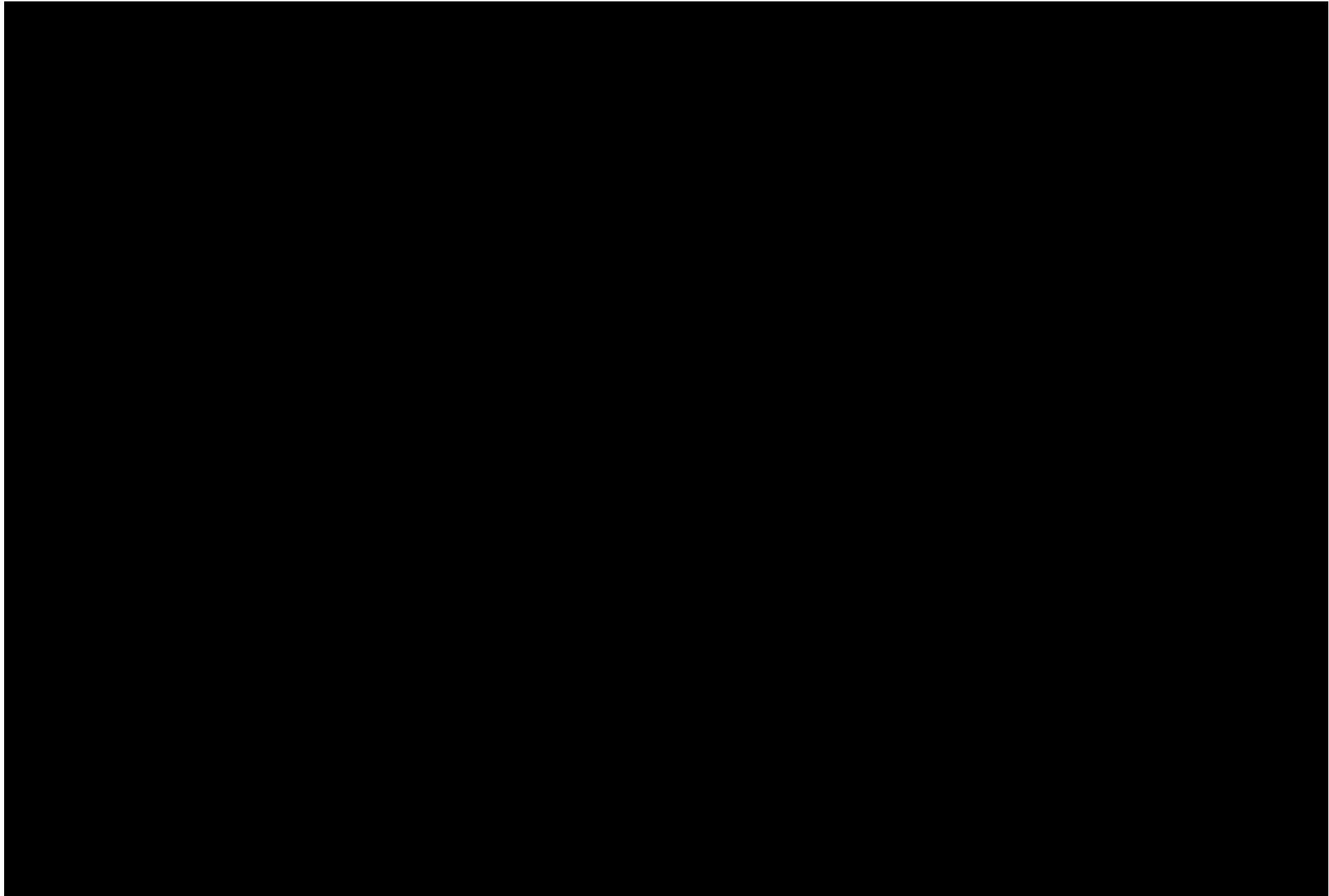
Execution version





**VICTORIA CROSS INTEGRATED STATION DEVELOPMENT
D&C CONTRACT TERM SHEET**

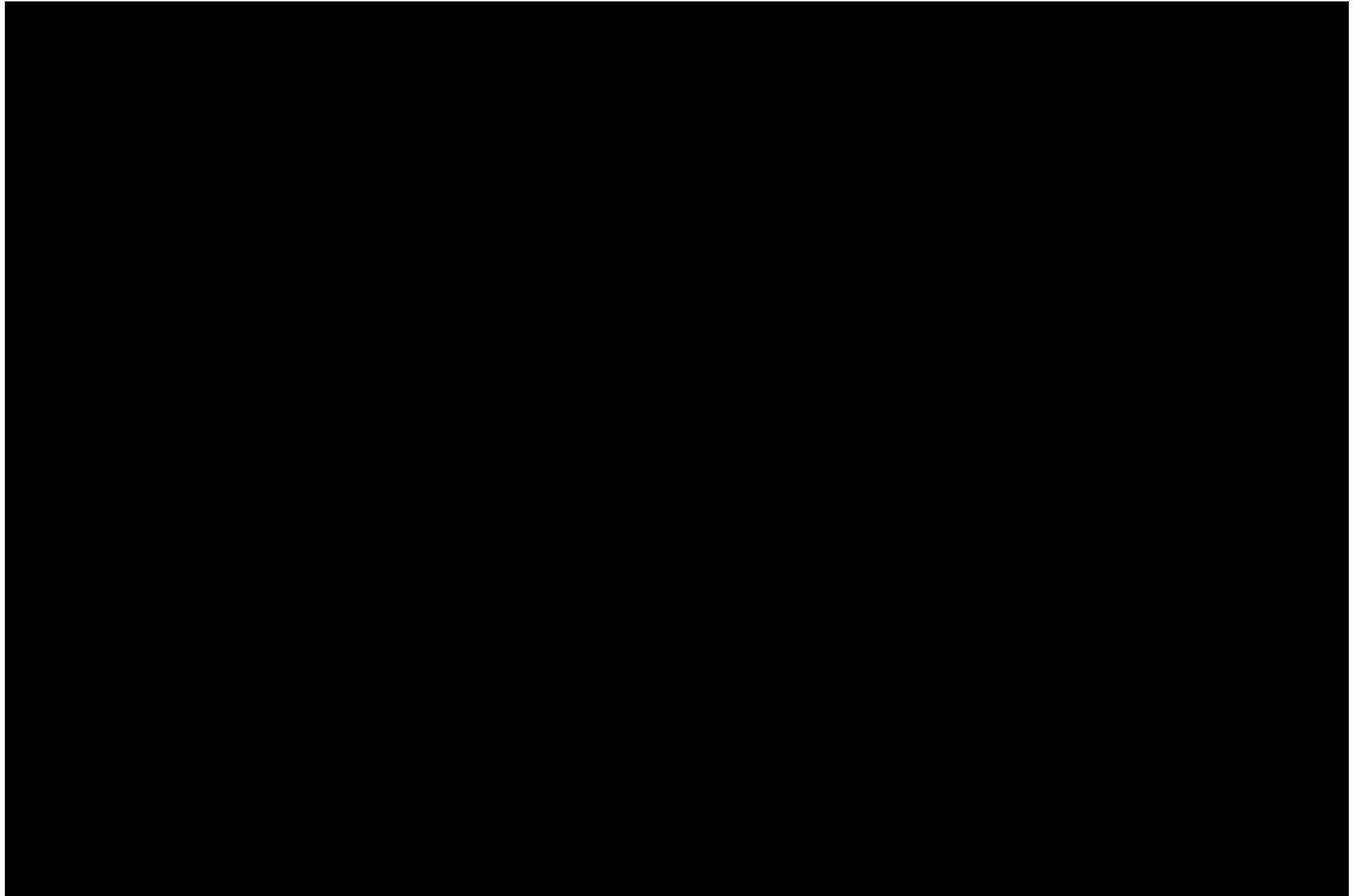
Execution version





**VICTORIA CROSS INTEGRATED STATION DEVELOPMENT
D&C CONTRACT TERM SHEET**

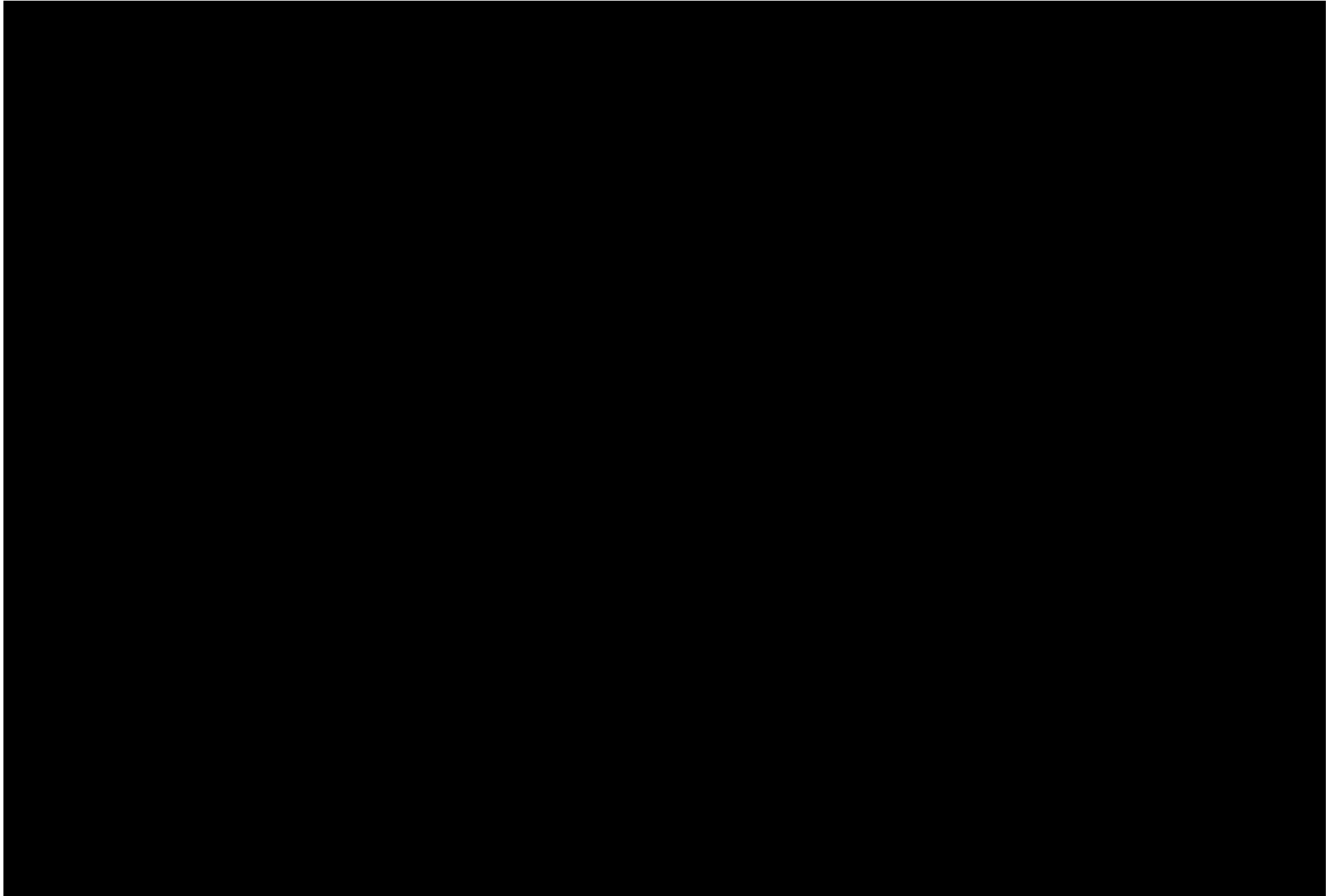
Execution version





**VICTORIA CROSS INTEGRATED STATION DEVELOPMENT
D&C CONTRACT TERM SHEET**

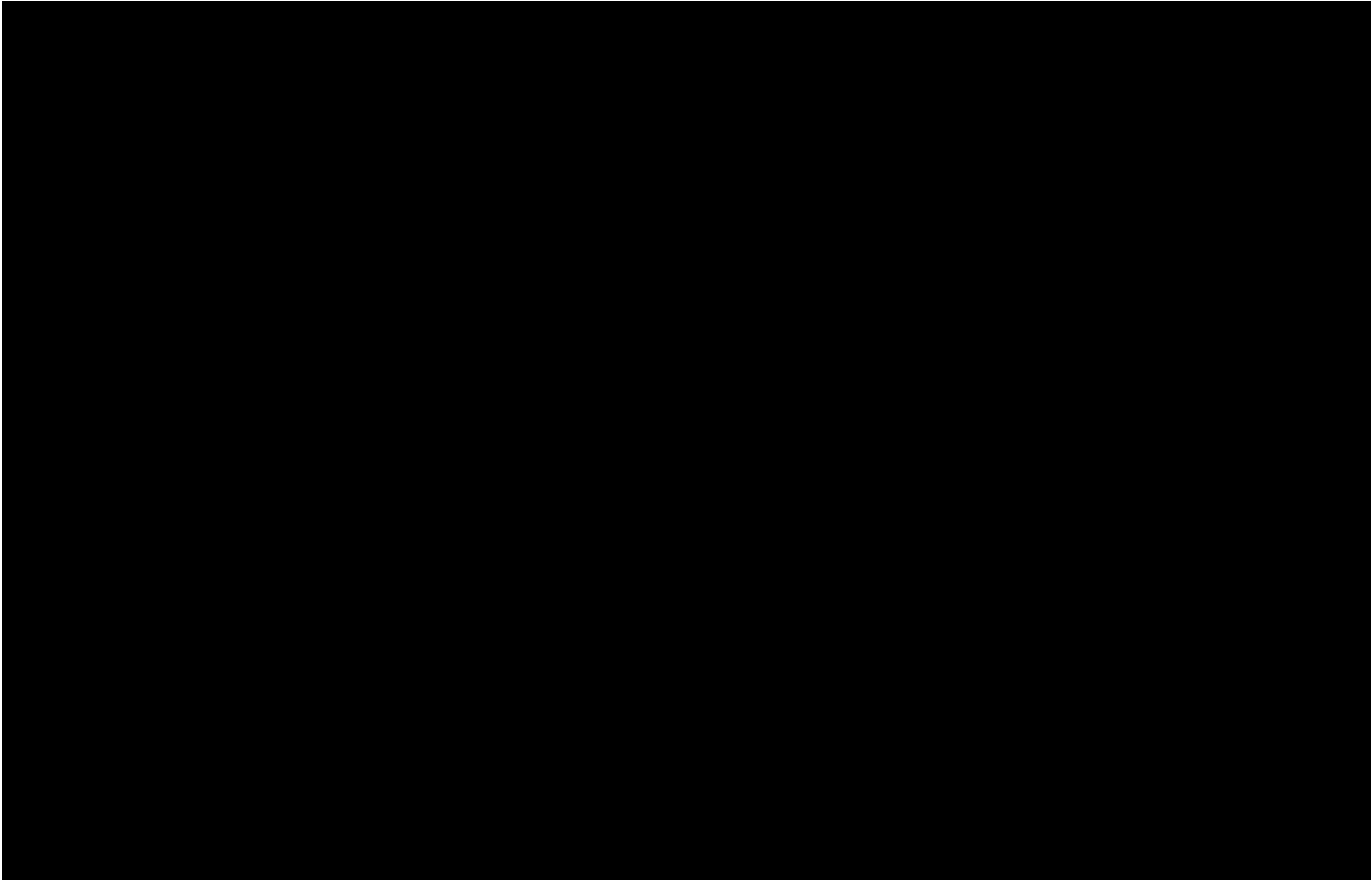
Execution version





**VICTORIA CROSS INTEGRATED STATION DEVELOPMENT
D&C CONTRACT TERM SHEET**

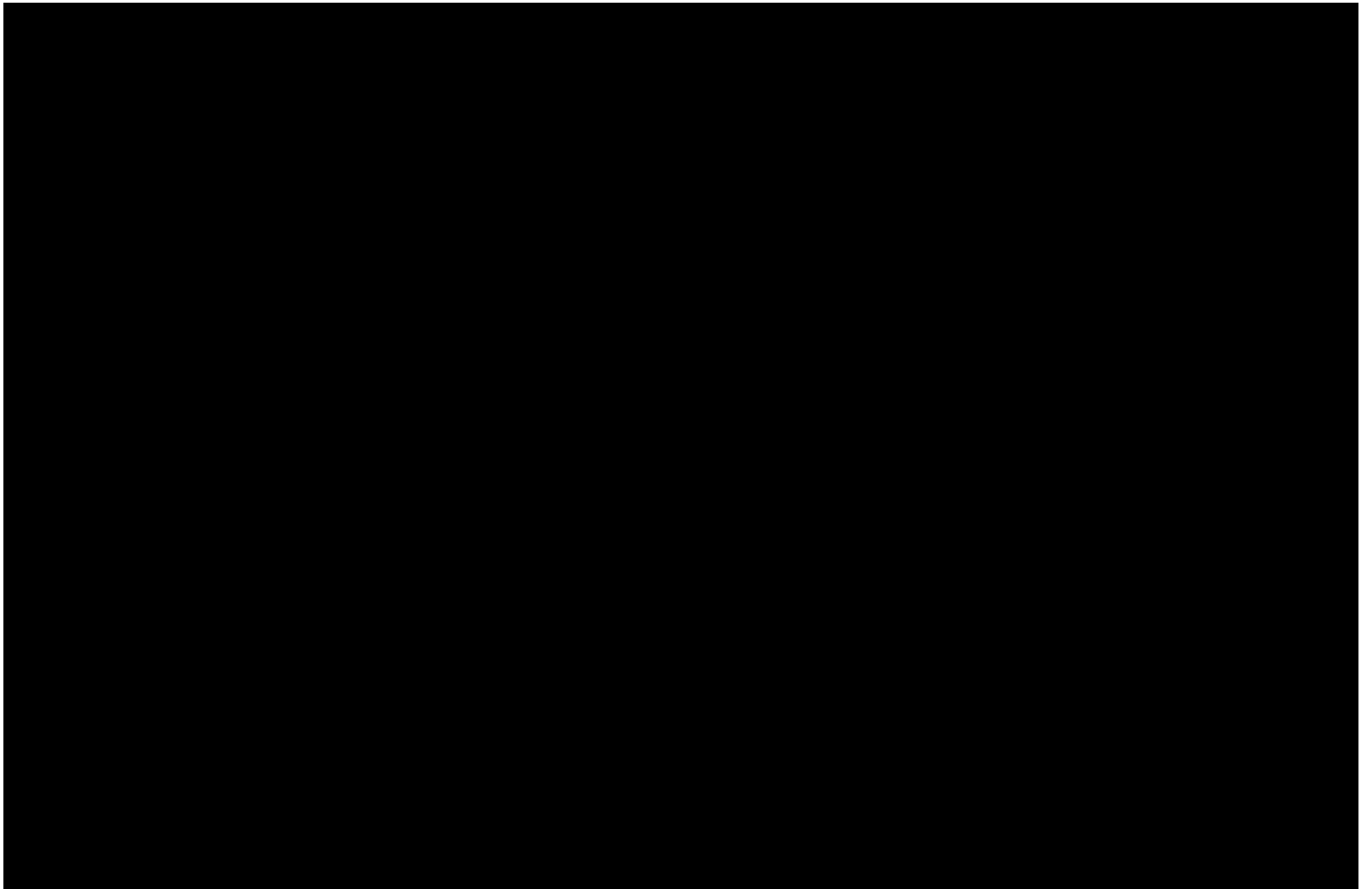
Execution version





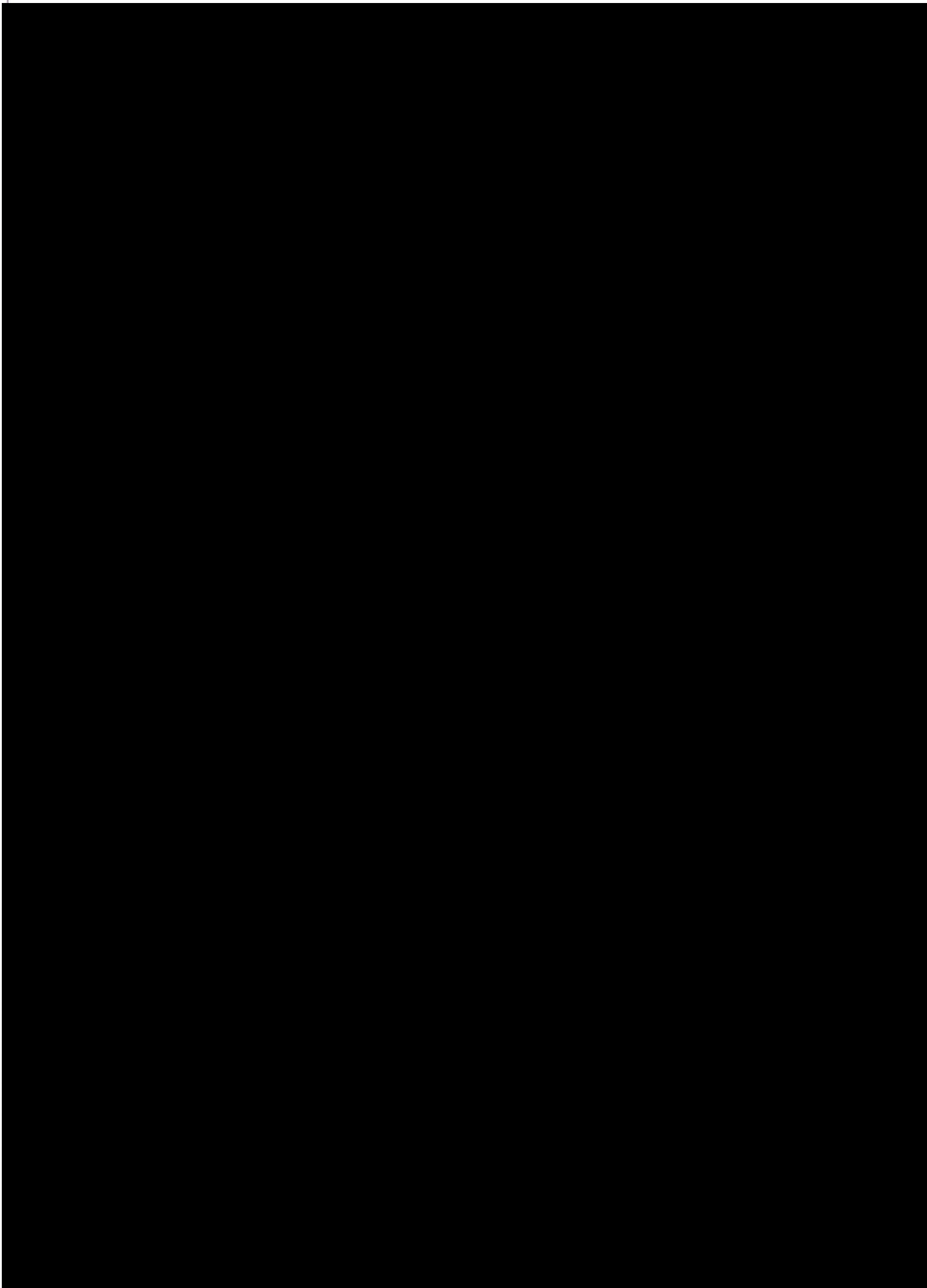
**VICTORIA CROSS INTEGRATED STATION DEVELOPMENT
D&C CONTRACT TERM SHEET**

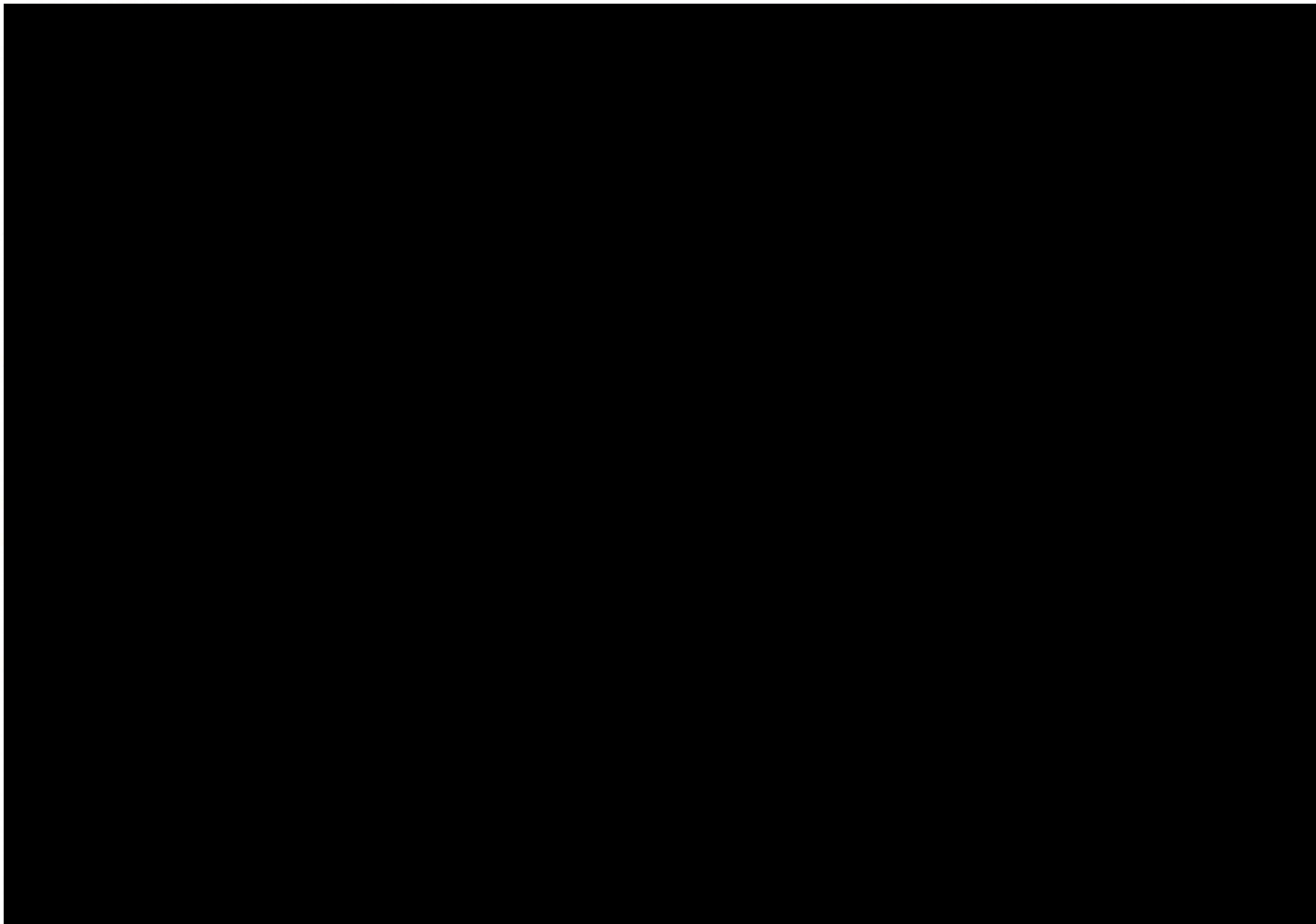
Execution version



**SCHEDULE A28
Minimum Commitment**







**SCHEDULE B1
Governance Groups**

(Clause 8.7 and Schedule A2)

1. **PROJECT CONTROL GROUP**

- (a) **(Establishment)** A Project Control Group must be established consisting of:
 - (i) the Principal's Representative;
 - (ii) the VC Developer's Representative;
 - (iii) 2 persons from each of the Principal and the VC Developer holding positions more senior than the persons referred to in clauses 1(a)(i) and 1(a)(ii) of this Schedule B1 (as applicable to the relevant party);
 - (iv) if required by the Principal's Representative, a nominated representative from the D&C Contractor; and
 - (v) such other persons as the Principal and the VC Developer agree.
- (b) **(Delegates)** The persons referred to in clause 1(a)(i) and clause 1(a)(ii) of this Schedule B1 may appoint delegates (of an equivalent level of seniority or experience) to attend Project Control Group meetings in their absence.
- (c) **(Objectives)** The objectives of the Project Control Group are to:
 - (i) facilitate the development of a collaborative working relationship between the parties;
 - (ii) monitor the overall progress of the performance of the obligations of the VC Developer under this deed;
 - (iii) assist with the resolution of any matters or Disputes referred to the Project Control Group by a party, including issues arising out of the subject of the Cooperation and Integration Deeds;
 - (iv) review each Progress Report provided by the VC Developer;
 - (v) [REDACTED];
 - (vi) if requested by the VC Developer, the Principal will make due enquiries and will advise the VC Developer of any Modifications that the Principal is currently considering if it is reasonably likely that those Modifications will be directed;
 - (vii) [REDACTED];
 - (viii) review and consider such other matters relating to the OSD Project as are agreed between the parties from time to time.
- (d) **(Frequency of meetings)** The Project Control Group will meet monthly prior to the Date of Completion unless the parties agree otherwise.

- (e) **(Administration)** The Principal's Representative will convene the meetings of the Project Control Group. The meetings will be chaired by the most senior attendee from the Principal.
- (f) **(Principal may require certain representatives to attend)** If the VC Developer agrees (acting reasonably) at the Principal's request, the VC Developer must procure the attendance of representatives of any Subcontractor, Financier or Investor (if applicable) at meetings of the Project Control Group.
- (g) **(Principal may bring certain representatives)** The Principal may invite representatives of the Operator, the TSOM Contractor, any other Interface Contractor, the State or any Authority to attend any meeting of the Project Control Group.
- (h) **(Members of IDAR Panel)** Prior to the Station Date of Completion, the members of the IDAR Panel may, by invitation of either party, attend a Project Control Group meeting but will not be members of the Project Control Group.

**SCHEDULE B2
VC Developer's Certificate – OSD Design Documentation**

(Clause 4.5)

To: The Principal's Representative

From: Lendlease (Victoria Cross) Pty Limited ACN 630 332 268 as trustee for Lendlease Victoria Cross Trust ABN 26 397 448 085

This certificate is given in accordance with the "Victoria Cross Integrated Station Development - Over Station Development Project Delivery Agreement" (Contract No: 504) dated [insert] (**Victoria Cross OSD PDA**). Words defined in the Victoria Cross OSD PDA have the same meaning in this certificate.

In accordance with the terms of clause 4.5 of the Victoria Cross OSD PDA, the VC Developer certifies that the attached [insert relevant OSD Design Documentation]:

- (a) complies with the OSD Design Parameters; and
- (b) [REDACTED].

Signed for and on behalf of the VC Developer by:

| | |
|------------|--|
| Signature: | |
| Name: | |
| Position: | |
| Date: | |

**SCHEDULE B3
Notice of Completion (OSD Design Parameters)**

(Clause 22.1(a))

[ON VC DEVELOPER'S LETTERHEAD]

[insert date]

Sydney Metro
Level 43
680 George Street
Sydney NSW 2000

Dear [insert name]

**NOTICE OF COMPLETION (OSD DESIGN PARAMETERS)
Victoria Cross Integrated Station Development - Over Station Development Project Delivery Agreement
OSD Design Parameters**

This notice is given in accordance with the "Victoria Cross Integrated Station Development - Over Station Development Project Delivery Agreement" (Contract No: 504) dated [insert] (**Victoria Cross OSD PDA**). Words defined in the Victoria Cross OSD PDA have the same meaning in this notice.

In accordance with clause 22.1(a) of the Victoria Cross OSD PDA, the VC Developer confirms that Completion (OSD Design Parameters) has been achieved. The Date of Completion (OSD Design Parameters) is [insert date].

Yours sincerely

.....
[Insert name]
for and on behalf of the VC Developer

**SCHEDULE B4
Notice of Completion**

(Clause 22.3(a))

[ON VC DEVELOPER'S LETTERHEAD]

[insert date]

Sydney Metro
Level 43
680 George Street
Sydney NSW 2000

Dear [insert name]

**NOTICE OF COMPLETION
Sydney Metro City & Southwest
Victoria Cross Integrated Station Development - Over Station Development Project Delivery
Agreement
OSD Works**

This notice is given in accordance with the "Victoria Cross Integrated Station Development - Over Station Development Project Delivery Agreement" (Contract No: 504) dated [insert] (**Victoria Cross OSD PDA**). Words defined in the Victoria Cross OSD PDA have the same meaning in this notice.

In accordance with clause 22.3(a) of the Victoria Cross OSD PDA, the VC Developer confirms that Completion has been achieved. The Date of Completion is [insert date].

Yours sincerely

.....
[Insert name]
for and on behalf of the VC Developer

**SCHEDULE B5
Certificate of Completion (OSD Design Parameters)**

(Clause 22.1(b)(i) and Schedule A2)

To: The VC Developer

From: The Principal's Representative

This certificate is given in accordance with the "Victoria Cross Integrated Station Development - Over Station Development Project Delivery Agreement" (Contract No: 504) dated *[insert]* (**Victoria Cross OSD PDA**). Words defined in the Victoria Cross OSD PDA have the same meaning in this certificate.

In accordance with the terms of clause 22.1(b)(i) of the Victoria Cross OSD PDA, the Principal's Representative hereby certifies that Completion (OSD Design Parameters) has been achieved by the VC Developer on *[insert]* in accordance with the terms and conditions of the Victoria Cross OSD PDA.

.....
[Insert name]
for and on behalf of the Principal's Representative

**SCHEDULE B6
Certificate of Completion**

(Clause 22.3(b) and Schedule A2)

To: The VC Developer

From: The Principal's Representative

This certificate is given in accordance with the "Victoria Cross Integrated Station Development - Over Station Development Project Delivery Agreement" (Contract No: 504) dated *[insert]* (**Victoria Cross OSD PDA**). Words defined in the Victoria Cross OSD PDA have the same meaning in this certificate.

In accordance with the terms of clause 22.3(b) of the Victoria Cross OSD PDA, the Principal's Representative hereby certifies that Completion has been achieved by the VC Developer on *[insert]* in accordance with the terms and conditions of the Victoria Cross OSD PDA.

.....
[Insert name]
for and on behalf of the Principal's Representative

**SCHEDULE B7
Approved Engineer's Certificate (Pre Commencement)**

(Clause 8.6(c)(i))

Approved Engineer's Certificate

To: The Principal's Representative
Cc: [insert]
From: [Insert name of Approved Engineer] ABN []

This certificate is given in accordance with the "Victoria Cross Integrated Station Development - Over Station Development Project Delivery Agreement" (Contract No: 504) dated [insert] (**Victoria Cross OSD PDA**). Words defined in the Victoria Cross OSD PDA have the same meaning in this certificate.

In accordance with the terms of clause 8.6(c)(i) of the Victoria Cross OSD PDA, we hereby certify that:

(a) the OSD as shown in the Final Plans and Specifications [redacted]
[redacted]:
[redacted]

and

(b) **[Drafting note: This certification to be given by the relevant Approved Engineer]** the following considerations and strategies are in place to the Approved Engineer's satisfaction:

- (i) induced movement caused by the OSD and the OSD Works is considered in the design and structural monitoring strategy for the Station Project Works and the Victoria Cross Station; and
- (ii) the stray currents and electrolysis caused by the OSD and the OSD Works is considered in the design and electrolysis mitigation and monitoring strategy for the Station Project Works and the Victoria Cross Station.

.....
Signed for and on behalf of
[Insert name of Approved Engineer]

SCHEDULE B8
Approved Engineer's Certificate (Post Completion)

(Clause 8.6(c)(ii))

Approved Engineer's Certificate

To: The Principal's Representative

Cc: [insert]

From: [Insert name of Approved Engineer] ABN []

This certificate is given in accordance with the "Victoria Cross Integrated Station Development - Over Station Development Project Delivery Agreement" (Contract No: 504) dated [insert] (**Victoria Cross OSD PDA**). Words defined in the Victoria Cross OSD PDA have the same meaning in this certificate.

In accordance with the terms of clause 8.6(c)(ii) of the Victoria Cross OSD PDA, we hereby certify that the OSD, as constructed, [redacted] [redacted] [redacted]:

[redacted]

.....
Signed for and on behalf of
[Insert name of Approved Engineer]

**SCHEDULE B9
Certificate of Early Occupation Area Completion**

(Clause 22.5(d)(ii) and Schedule A2)

To: The Principal's Representative

From: Lendlease (Victoria Cross) Pty Limited ACN 630 332 268 as trustee for Lendlease Victoria Cross Trust ABN 26 397 448 085

This certificate is given in accordance with the "Victoria Cross Integrated Station Development - Over Station Development Project Delivery Agreement" (Contract No: 504) dated [insert] (**Victoria Cross OSD PDA**). Words defined in the Victoria Cross OSD PDA have the same meaning in this certificate.

In accordance with the terms of clause 22.5 of the Victoria Cross OSD PDA, the VC Developer certifies that Early Occupation Area Completion has been achieved by the VC Developer on [insert] in respect of the Early Occupation Area notified by the VC Developer to the Principal under clause 22.5(b)(iii) of the Victoria Cross OSD PDA on [insert date] in accordance with the terms and conditions of the Victoria Cross OSD PDA.

In accordance with clause 4.3 of the Early Occupation Licence set out in Schedule D8 (*Early Occupation Licence*), a copy of the VC Developer's certificate of currency for insurances is enclosed.

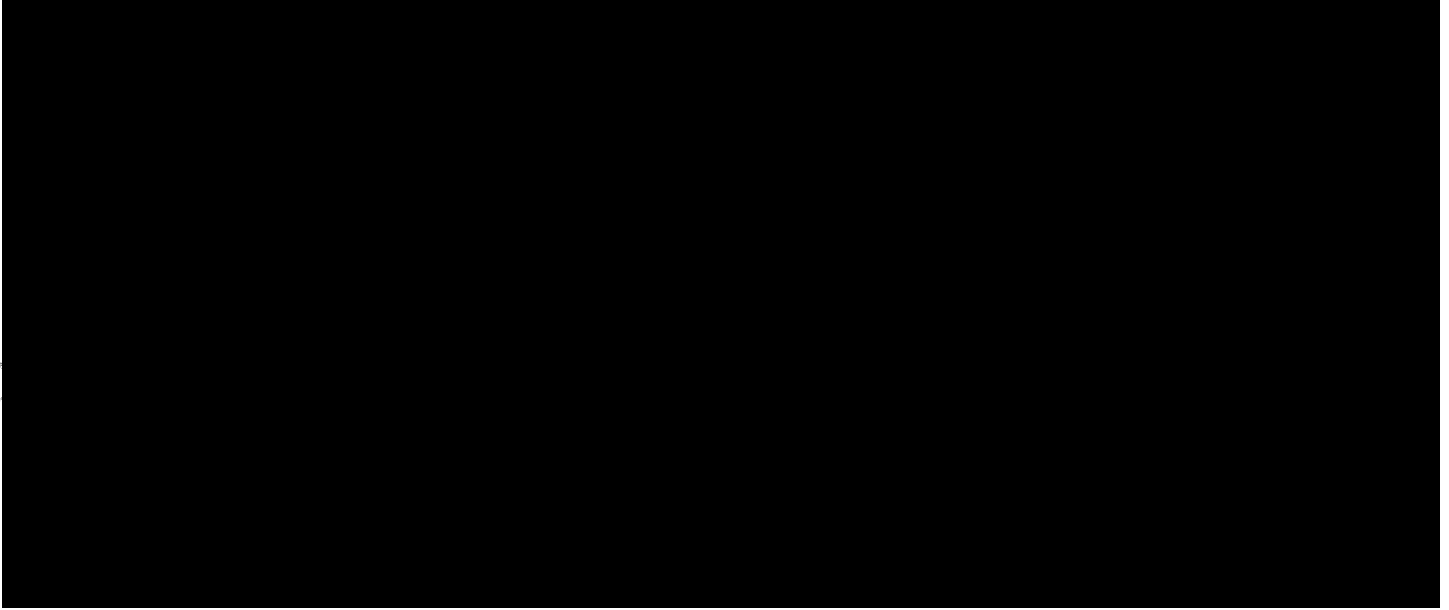
Signed for and on behalf of the VC Developer by:

| | |
|------------|--|
| Signature: | |
| Name: | |
| Position: | |
| Date: | |

**SCHEDULE C1
OSD Design Parameters**

(Schedule A2)

The OSD Design Parameters comprise the following elements as shown in the VC Developer's Tender Design:



SCHEDULE C2
Concept SSD Design Documentation

(Clause 4.2)

For the purposes of clause 4.2 of the OSD PDA, this Schedule C2 contains the Concept SSD Documentation which is included in Schedule F1 as an electronic file.



**SCHEDULE C3
VC Developer's Tender Design**

(Clause 4.3)

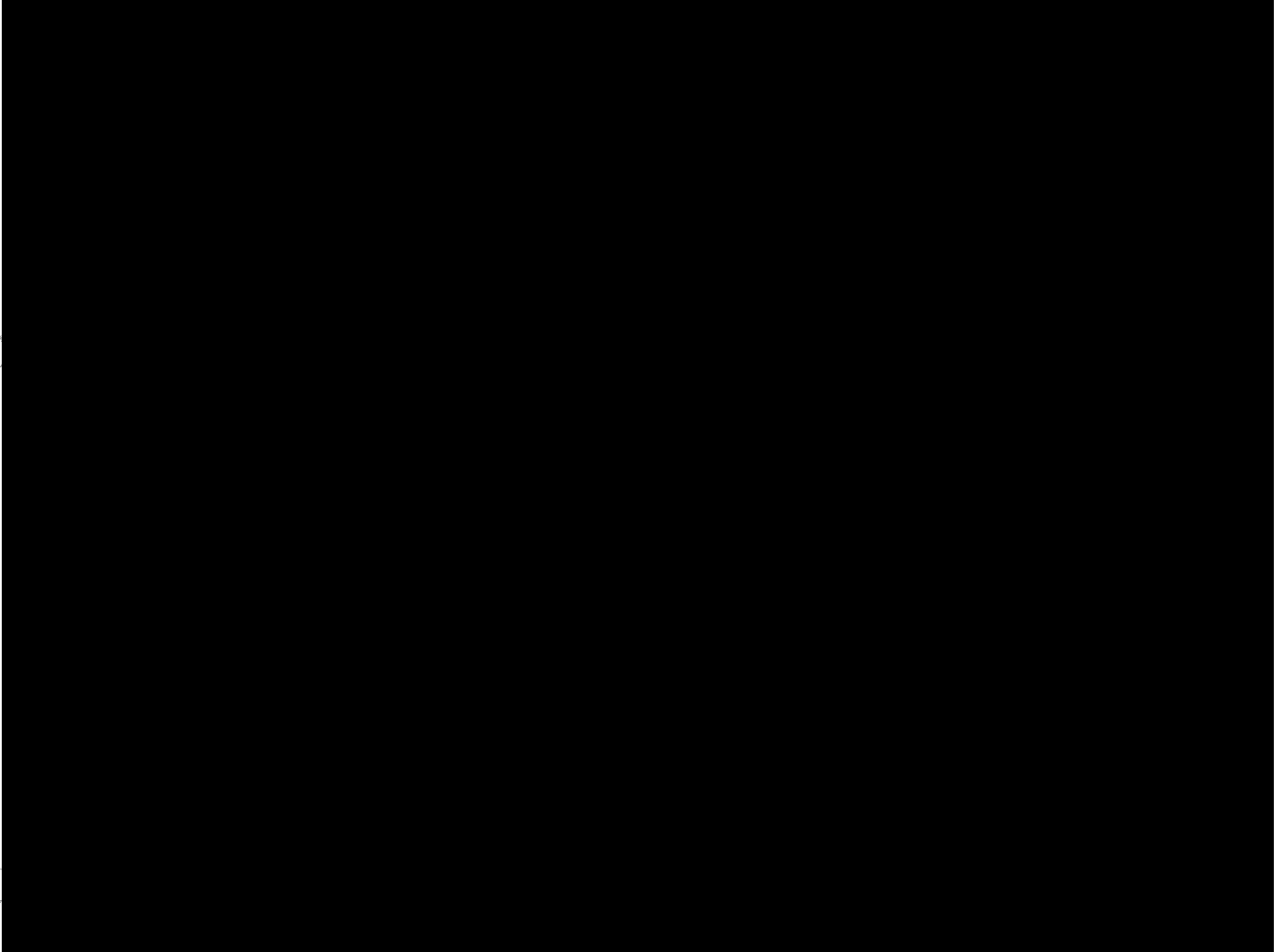
For the purposes of clause 4.3 of the OSD PDA, this Schedule C3 contains the VC Developer's Tender Design which is included in Schedule F1 as an electronic file.



SCHEDULE C4
Approved Tender Design Elements

(Schedule A2)

The Approved Tender Design Elements comprise the following aspects or elements of the VC Developer's Tender Design:



**EXHIBIT 1
Building Envelope**









SCHEDULE D1
Site Access Schedule

(Clause 9 and Schedule A2)

1. OVERVIEW AND SCOPE

1.1 General

- (a) This Schedule D1 identifies:
- (i) the Site Access Date and Construction Licence Sunset Date for each part of the S1 Construction Site;
 - (ii) the Site Access Date for each part of the S2 Construction Site;
 - (iii) the restrictions upon access, possession and use that will apply to the VC Developer's access to or use of each part of the Construction Site; and
 - (iv) the restrictions on the type of OSD Works that may be constructed on each part of the Construction Site.
- (b) This Schedule D1 is subject to the requirements of:
- (i) this deed; and
 - (ii) any other document or condition referred to in this Schedule D1 (including in the "Restrictions upon access, possession and use" column of the tables contained in sections 2 and 3 of this Schedule D1).

1.2 References

In this Schedule D1, a reference to **Lot [No.] DP [No.]** are references to land contained in the lots and deposited plans (DPs) registered with LRS as at the date of this deed under the *Real Property Act 1900* (NSW).

1.3 Explanation of section 2 and section 3

- (a) The table in section 2 in this Schedule D1 comprises 5 columns as follows:
- (i) "Area of the S1 Construction Site" specifies the specific parcel of land within the S1 Construction Site;
 - (ii) "Site Access Date" is the date on which the Principal must give the VC Developer access to the land referred to in the corresponding "Area of the S1 Construction Site" column, and must be read in conjunction with the corresponding "Restrictions upon access, possession and use" columns;
 - (iii) "Construction Licence Sunset Date" is the date on which, if the Principal has not provided the VC Developer with access to the land referred to in the corresponding "Area of the S1 Construction Site" column, the Principal may give the VC Developer notice of its intention to terminate this deed pursuant to clause 31.6 (*Access termination event*);
 - (iv) "Restrictions upon access, possession and use" either:
 - (A) contains a cross reference to a document; or
 - (B) specifies terms and conditions,

with which the VC Developer must comply in accessing or occupying the land referred to in the corresponding "Area of the S1 Construction Site" column; and

(v) "Restrictions on type of work" are the restrictions on the type of work that may be carried out by the VC Developer on the land referred to in the corresponding "Area of the S1 Construction Site" column.

(b) The table in section 3 in this Schedule D1 comprises 4 columns as follows:

(i) "Area of the S2 Construction Site" specifies the specific parcel of land within the S2 Construction Site;

(ii) "Site Access Date" is the date on which the Principal must give the VC Developer access to the land referred to in the corresponding "Area of the S2 Construction Site" column, and must be read in conjunction with the corresponding "Restrictions upon access, possession and use" columns;

(iii) "Restrictions upon access, possession and use" either:

(A) contains a cross reference to a document; or

(B) specifies terms and conditions,

with which the VC Developer must comply in accessing or occupying the land referred to in the corresponding "Area of the S2 Construction Site" column; and

(iv) "Restrictions on type of work" are the restrictions on the type of work that may be carried out by the VC Developer on the land referred to in the corresponding "Area of the S2 Construction Site" column.

1.4 **General terms and restrictions upon access**

The "Restrictions upon access, possession and use" columns of sections 2 and 3 in this Schedule D1 do not limit the VC Developer's obligations to comply with this deed or the Project Plans.

2. LAND FORMING PART OF THE S1 CONSTRUCTION SITE

| No | Area of the S1 Construction Site | Site Access Date | Construction Licence Sunset Date | Restrictions upon access, possession and use | Restrictions on type of work |
|----|--|-------------------|----------------------------------|--|------------------------------|
| 1. | <p>The part of each of:</p> <p>(a) all lots comprising Strata Plan 35644, known as "Tower Square", 155-167 Miller Street (which incorporates lots 40 and 41 of Strata Plan 81092 and lots 37, 38 and 39 of Strata Plan 79612);</p> <p>(b) Lot 1 in Deposited Plan 1230458, known as part of 65 Berry Street;</p> <p>(c) Lot 1 in Deposited Plan 633088, known as 189 Miller Street;</p> <p>(d) Lot A in Deposited Plan 160018, known as 187 Miller Street; and</p> <p>(e) Lot 15 in Deposited Plan 69345, Lot 10 in Deposited Plan 70667 and Lots 1 and 2 in Deposited Plan 123056 (being the land contained in Auto Consol 13209-142), known as 181 Miller Street,</p> <p>that are above RL81.6</p> | <p>[REDACTED]</p> | <p>[REDACTED]</p> | <p>[REDACTED]</p> | <p>[REDACTED]</p> |

3. **LAND FORMING PART OF THE S2 CONSTRUCTION SITE**

| No | Area of the S2 Construction Site | Site Access Date | Restrictions upon access, possession and use | Restrictions on type of work |
|----|---|------------------|--|------------------------------|
| 1. | Development Lot 1, Development Lot 2, Concourse Lot, Retail Lot and Airspace Lot or any part of the Stage 1 Residual Lot which comprises the areas intended to be Development Lot 1 and Airspace Lot. | [REDACTED] | [REDACTED] | [REDACTED] |

**SCHEDULE D2
Existing Encumbrances**

(Clause 9.9 and Schedule A2)

| Item | Registered dealing number (if applicable) | Information |
|-------------|--|---|
| 1. | Book 620 No 315 | Easement for sewer and drainage |
| 2. | H198525 | Easement for stormwater drainage variable width |
| 3. | AN59971 | Caveat |

SCHEDULE D3
Transfer of Freehold Title and Grant of Concourse Lease

(Clauses 25.1 and 25.2)

1. TRANSFER OF FREEHOLD TITLE TO OSD COMMERCIAL LOTS

1.1 Preparation of the OSD Commercial Lots Call Option Deed

- (a) The VC Developer must notify the Principal of the details of the OSD Commercial Lots Purchaser by:
 - (i) preparing two execution versions of the OSD Commercial Lots Call Option Deed and completing or amending the following details in the OSD Commercial Lots Call Option Deed:
 - (A) the grantee's details with the OSD Commercial Lots Purchaser's details and notice details;
 - (B) the execution page – OSD Commercial Lots Purchaser's execution clause;
 - (C) in clause 1.1 – the date of the OSD PDA and the Station Delivery Deed; and
 - (ii) delivering one original execution version of the OSD Commercial Lots Call Option Deed to the Principal.
- (b) The Principal and the VC Developer will then procure execution of the OSD Commercial Lots Call Option Deed as follows:
 - (i) the Principal must execute the OSD Commercial Lots Call Option Deed within 20 Business Days of the VC Developer providing the OSD Commercial Lots Call Option Deed to the Principal;
 - (ii) the VC Developer must arrange for the OSD Commercial Lots Call Option Deed to be executed by the OSD Commercial Lots Purchaser; and
 - (iii) the Principal and the OSD Commercial Lots Purchaser will exchange the OSD Commercial Lots Call Option Deed on a date nominated by the VC Developer which must be no earlier than the date which is 20 Business Days after the VC Developer provides the original OSD Commercial Lots Call Option Deed to the Principal in accordance with clause 1.1(a)(ii) of this Schedule D3.

1.2 VC Developer's obligations

- (a) The VC Developer:
 - (i) must procure that the OSD Commercial Lots Purchaser complies with clause 1 of this Schedule D3; and
 - (ii) must not, and must ensure that the OSD Commercial Lots Purchaser does not, lodge a caveat or a priority notice on the title to the OSD Commercial Lots prior to the date on which the freehold title to the OSD Commercial Lots is transferred to the OSD Commercial Lots Purchaser pursuant to the OSD Commercial Lots Sale Contract and must use reasonable endeavours to ensure that no other person lodges a caveat or a priority notice on the title to the OSD Commercial Lots, or any part of the OSD Commercial Lots before completion of the OSD Commercial Lots Sale Contract.

2. **TRANSFER OF FREEHOLD TITLE TO RETAIL LOT**

2.1 **Approval of Retail Lot Purchaser**

- (a) **(Nomination/replacement of Retail Lot Purchaser)** The VC Developer must not nominate a Retail Lot Purchaser or a replacement Retail Lot Purchaser without the prior written consent of the Principal.
- (b) **(Principal's consent)** The Principal must provide its consent under clause 2.1(a) of this Schedule D3 if the Principal's Representative (acting reasonably) determines that the proposed Retail Lot Purchaser:

■ [REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

2.2 **Preparation of the Retail Lot Call Option Deed**

- (a) The VC Developer must:
 - (i) prepare two execution versions of the Retail Lot Call Option Deed and complete the following details in the Retail Lot Call Option Deed:
 - (A) the grantee's details with the Retail Lot Purchaser's details and notice details;
 - (B) the execution page – Retail Lot Purchaser's execution clause;
 - (C) in clause 1.1 – the date of the OSD PDA and the Station Delivery Deed; and
 - (ii) delivering one original execution version of the Retail Lot Call Option Deed to the Principal.
- (b) The Principal and the VC Developer will then procure execution of the Retail Lot Call Option Deed as follows:
 - (i) the Principal must execute the Retail Lot Call Option Deed within 20 Business Days of the VC Developer providing the Retail Lot Call Option Deed to the Principal;
 - (ii) the VC Developer must arrange for the Retail Lot Call Option Deed to be executed by the Retail Lot Purchaser; and
 - (iii) the Principal and the Retail Lot Purchaser will exchange the Retail Lot Call Option Deed on a date nominated by the VC Developer which must be no earlier than the date which is 20 Business Days after the VC Developer provides the original Retail Lot Call Option Deed to the Principal in accordance with clause 2.2(a)(ii) of this Schedule D3.

2.3 **VC Developer's obligations**

The VC Developer:

- (a) must procure that the Retail Lot Purchaser complies with clause 2.2 of this Schedule D3; and
- (b) must not, and must ensure that the Retail Lot Purchaser does not, lodge a caveat or a priority notice on the title to the Retail Lot prior to the date on which the freehold title to the Retail Lot is transferred to the Retail Lot Purchaser pursuant to the Retail Lot Sale Contract and must use reasonable endeavours to ensure that no other person lodges a caveat or a priority notice on the title to the Retail Lot, or any part of the Retail Lot before completion of the Retail Lot Sale Contract.

3. **PREPARATION OF CONCOURSE LEASE CALL OPTION DEED**

3.1 **Approval of Concourse Lessee**

- (a) **(Nomination/replacement of Concourse Lessee)** The VC Developer must not nominate a Concourse Lessee or a replacement Concourse Lessee without the prior written consent of the Principal.
- (b) **(Principal's consent)** The Principal must provide its consent under clause 3.1(a) of this Schedule D3 if the Principal's Representative (acting reasonably) determines that the proposed Concourse Lessee:

- [REDACTED]
- [REDACTED]
- [REDACTED]

3.2 **Preparation of the Concourse Lease Call Option Deed**

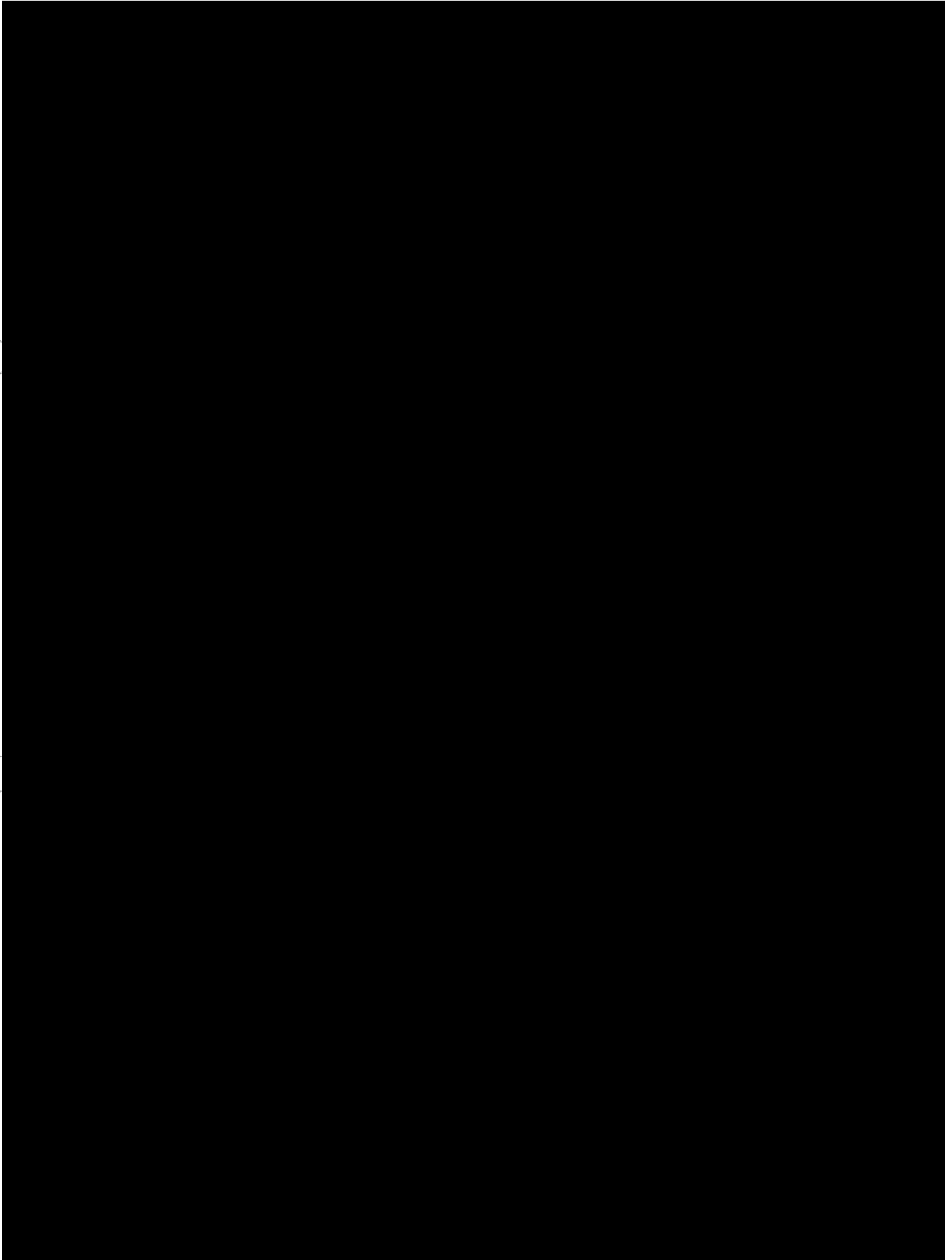
- (a) The VC Developer must:
 - (i) prepare two execution versions of the Concourse Lease Call Option Deed and complete the following details in the Concourse Lease Call Option Deed:
 - (A) the grantee's details with the Concourse Lessee's details and notice details;
 - (B) the execution page – Concourse Lessee's execution clause;
 - (C) in clause 1.1 – the date of the OSD PDA and the Station Delivery Deed; and
 - (ii) delivering one original execution version of the Concourse Lease Call Option Deed to the Principal.
- (b) The Principal and the VC Developer will then procure execution of the Concourse Lease Call Option Deed as follows:

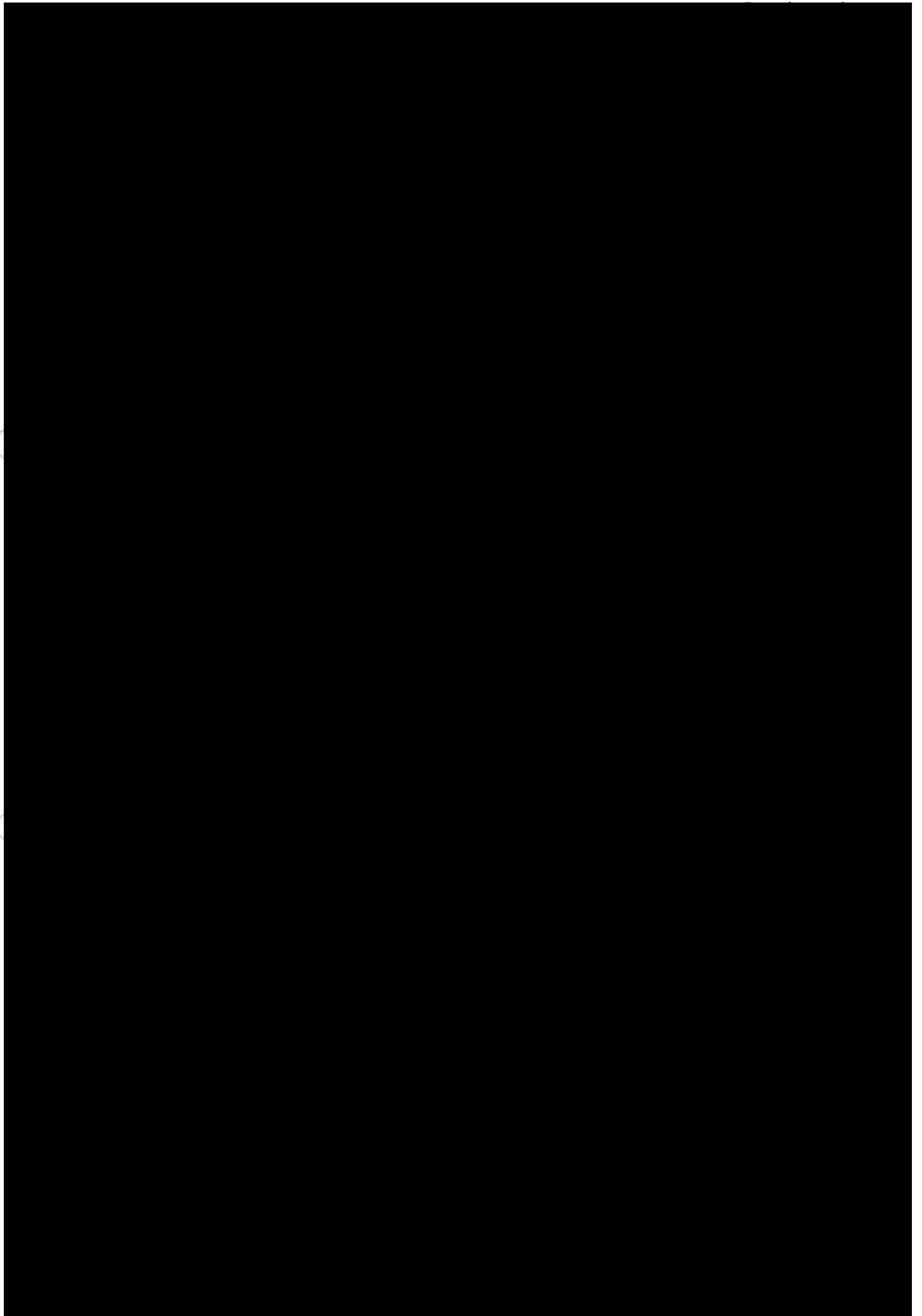
- (i) the Principal must execute the Concourse Lease Call Option Deed within 20 Business Days of the VC Developer providing the Concourse Lease Call Option Deed to the Principal;
- (ii) the VC Developer must arrange for the Concourse Lease Call Option Deed to be executed by the Concourse Lessee; and
- (iii) the Principal and the Concourse Lessee will exchange the Concourse Lease Call Option Deed on a date nominated by the VC Developer which must be no earlier than the date which is 20 Business Days after the VC Developer provides the original Concourse Lease Call Option Deed to the Principal in accordance with clause 3.2(a)(ii) of this Schedule D3.

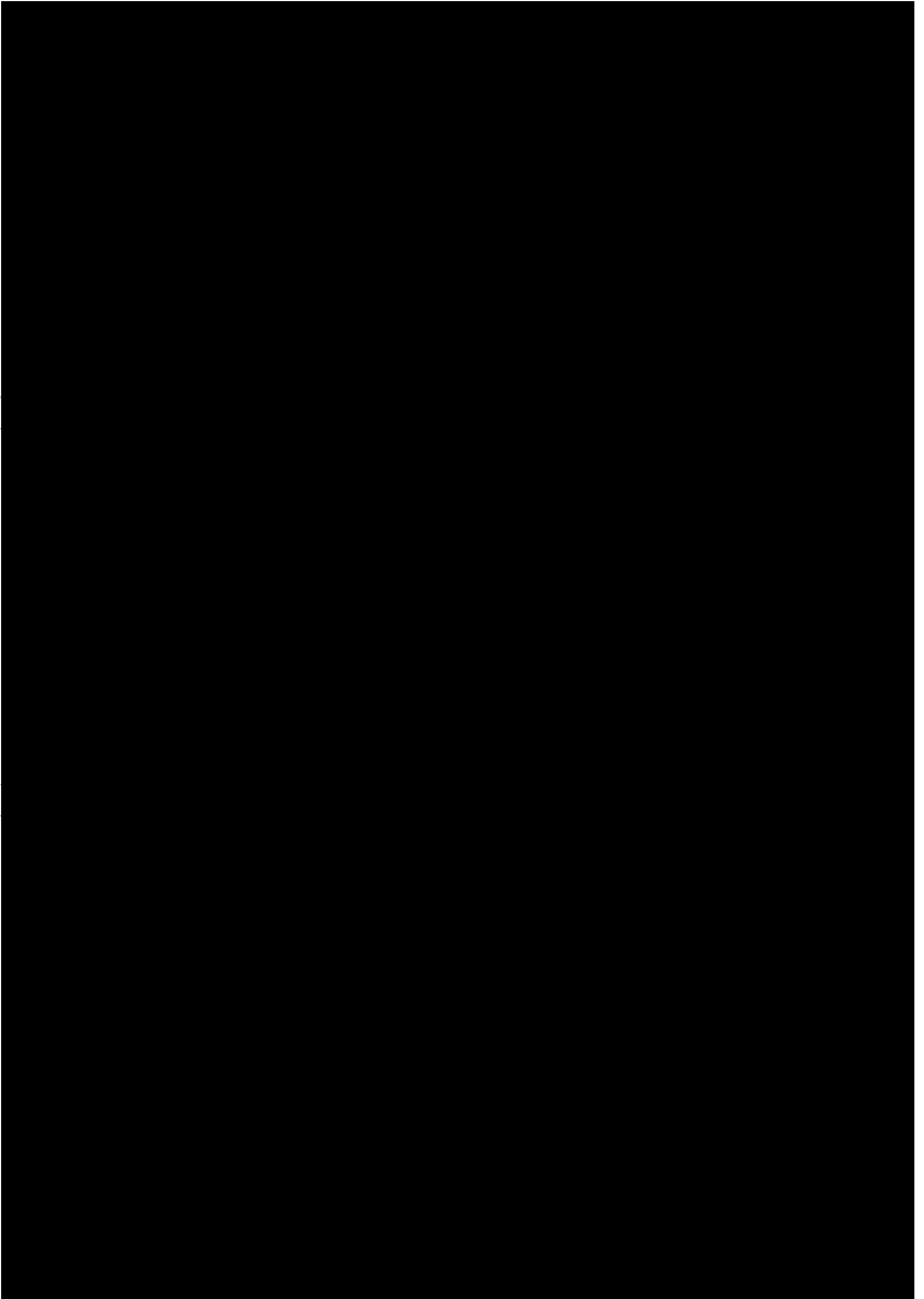
3.3 VC Developer's obligations

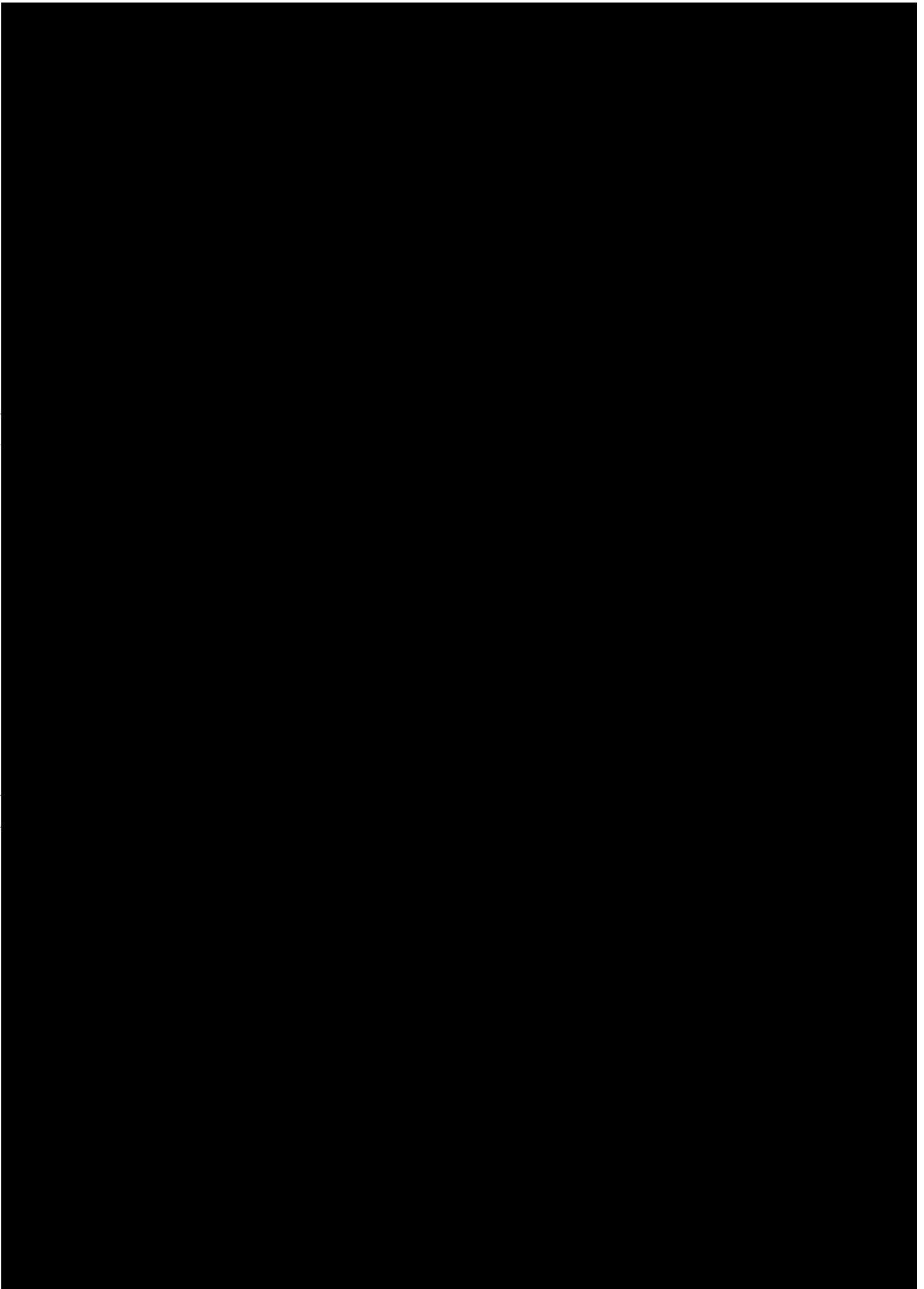
- (a) The VC Developer:
 - (i) must procure that the Concourse Lessee complies with clause 3 of this Schedule D3; and
 - (ii) must not, and must ensure that the Concourse Lessee does not, lodge a caveat or a priority notice on the title to the Concourse Lot before the grant of the Concourse Lease and must use reasonable endeavours to ensure that no other person lodges a caveat or priority notice on the title to the Concourse Lot, or any part of the Concourse Lot before the grant of the Concourse Lease.

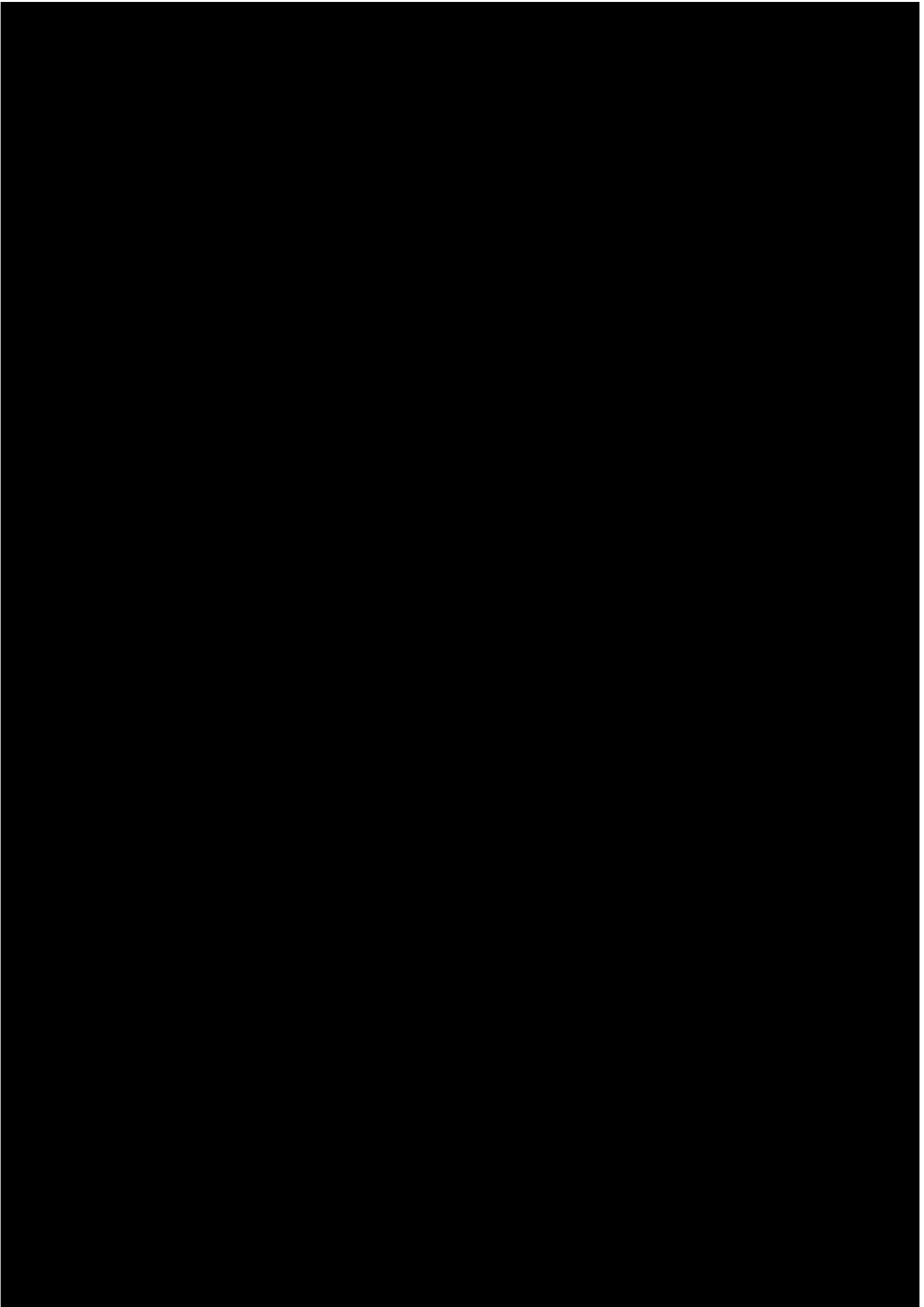
SCHEDULE D4
Form of OSD Commercial Lots Call Option Deed

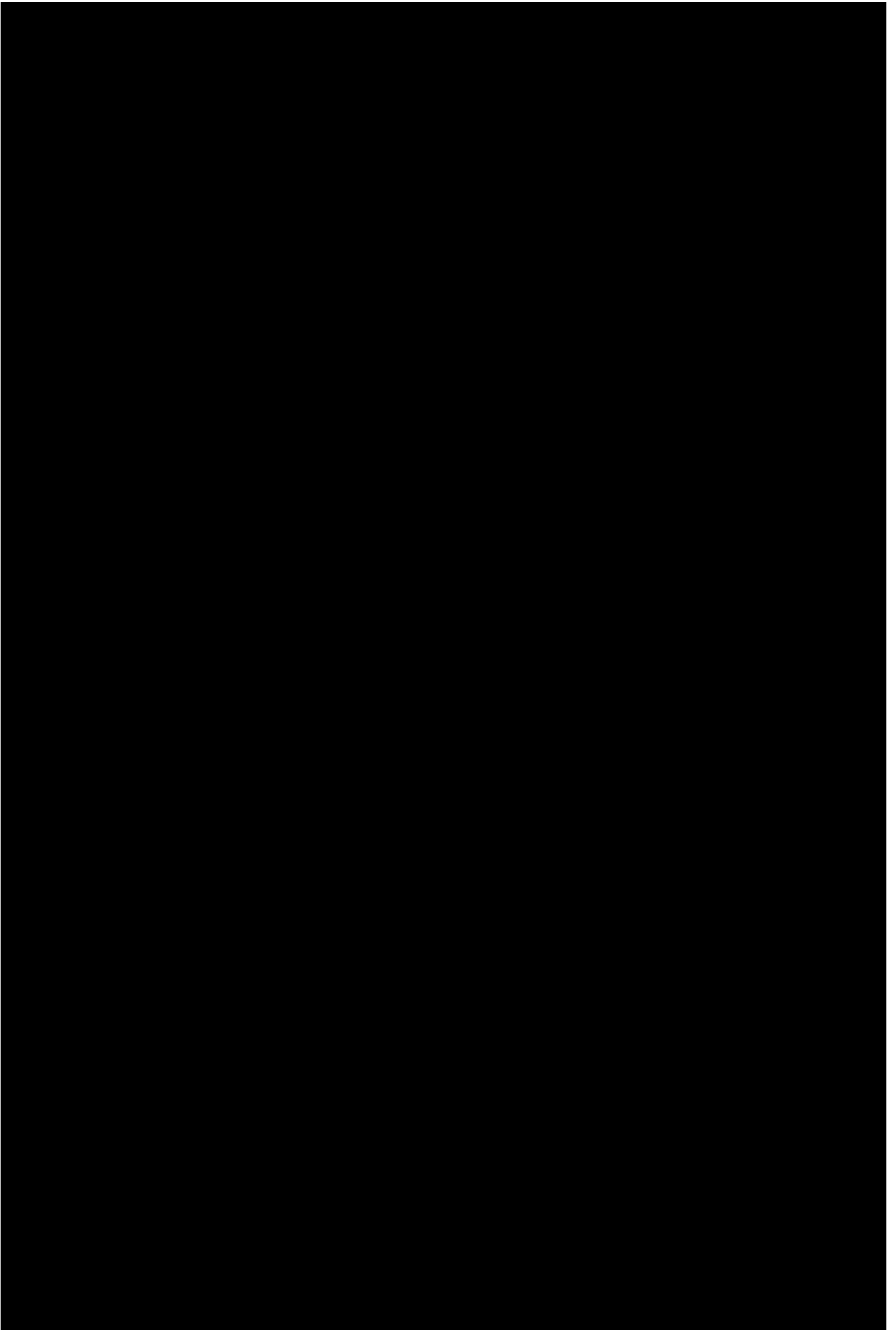


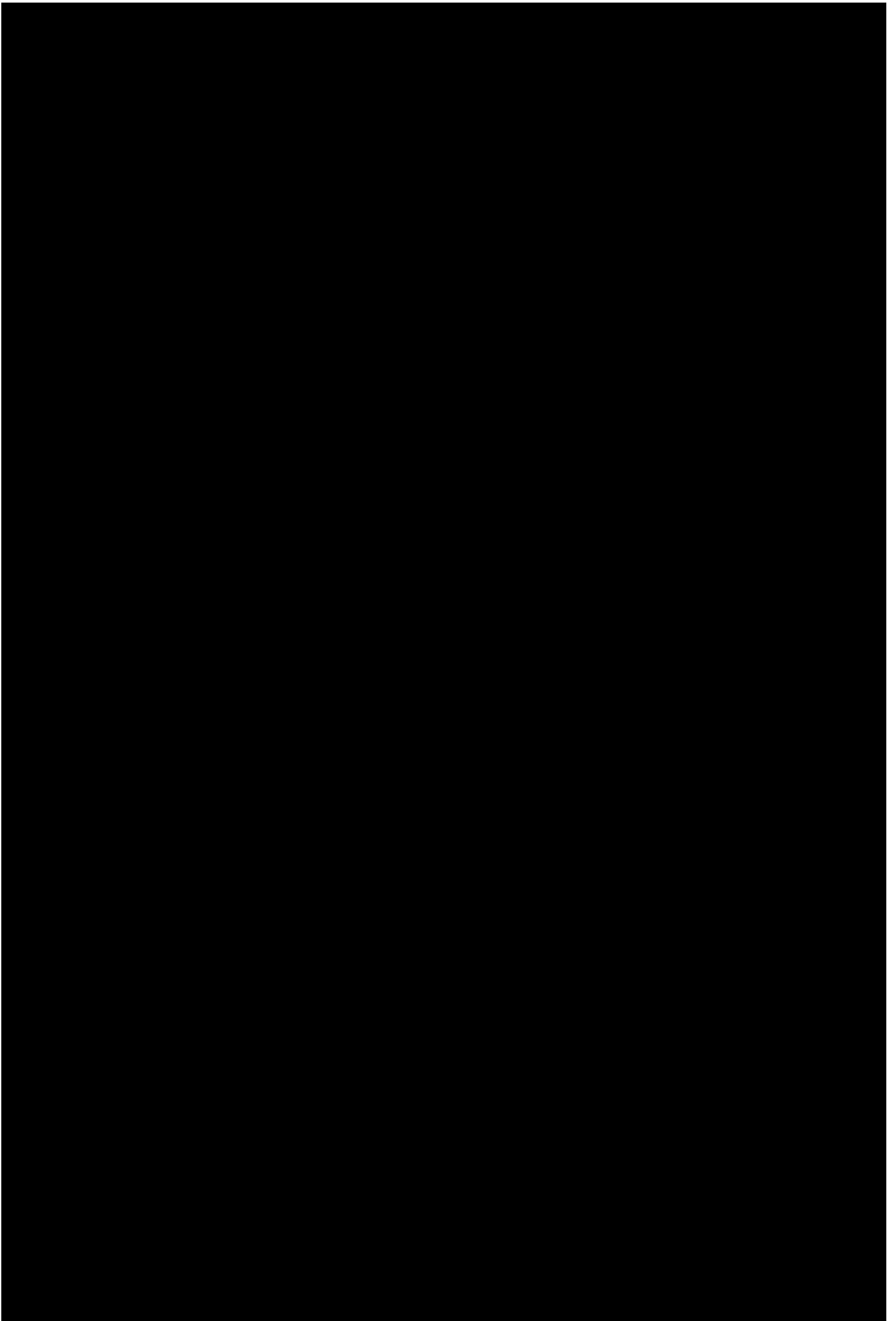


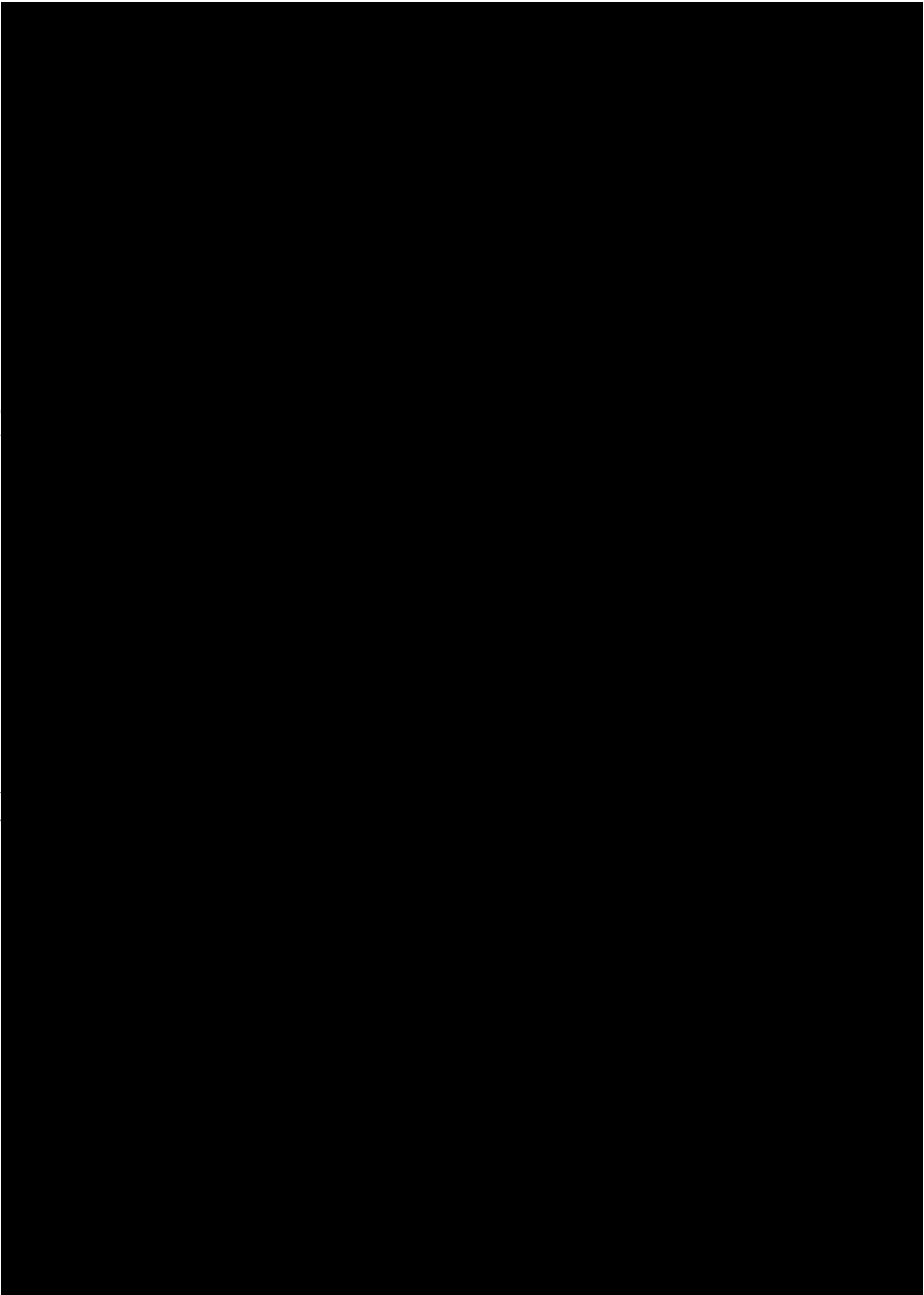


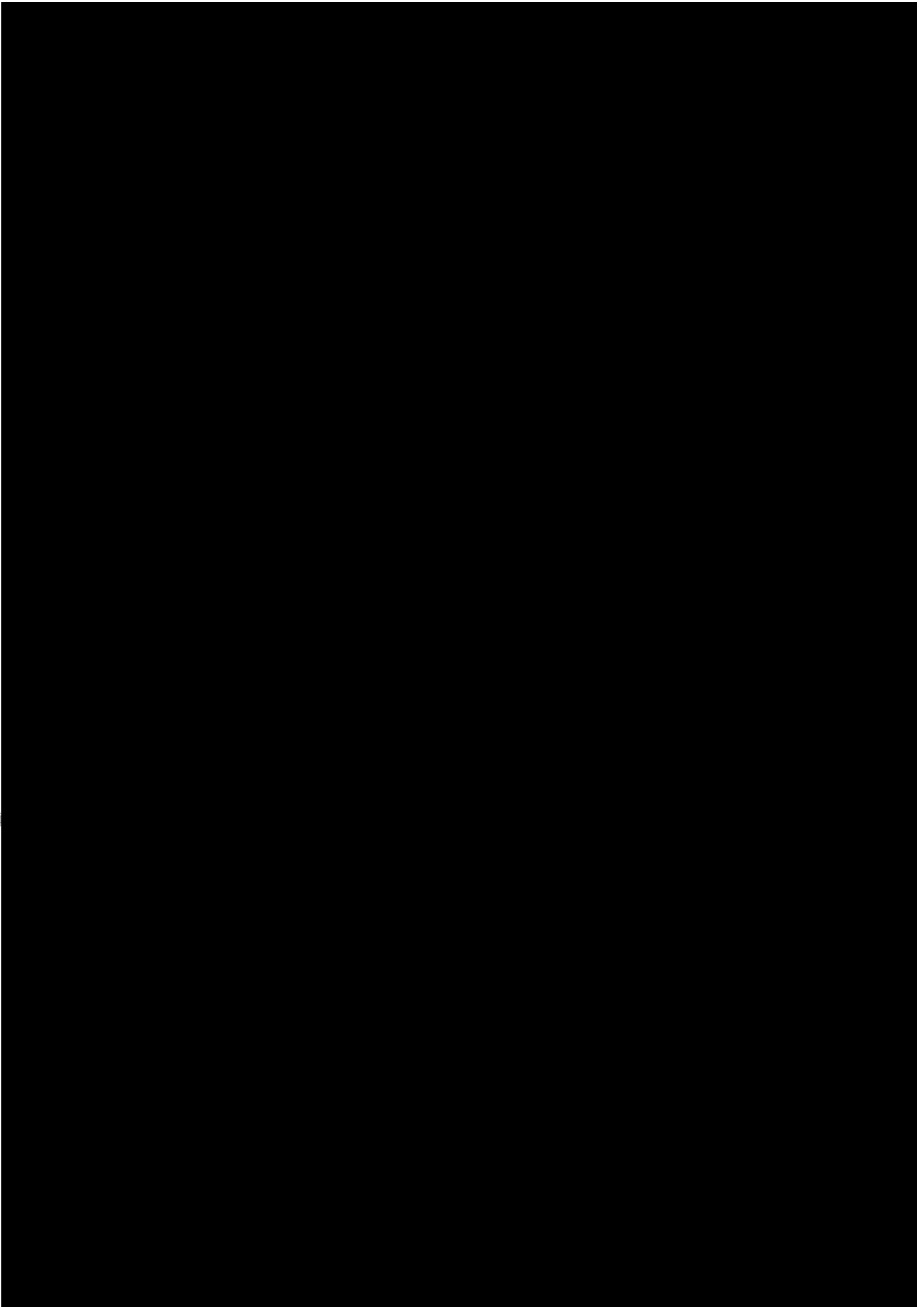


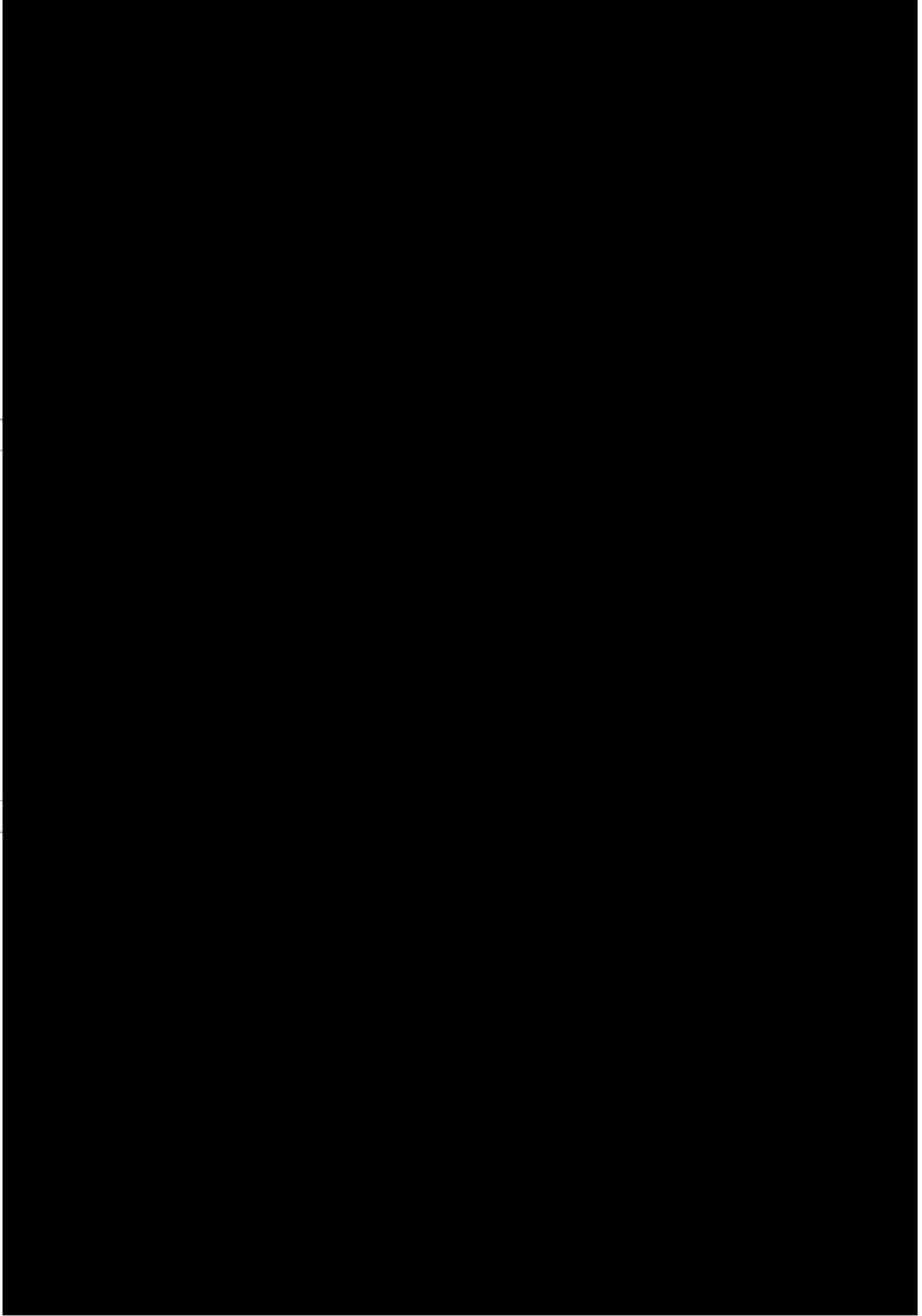


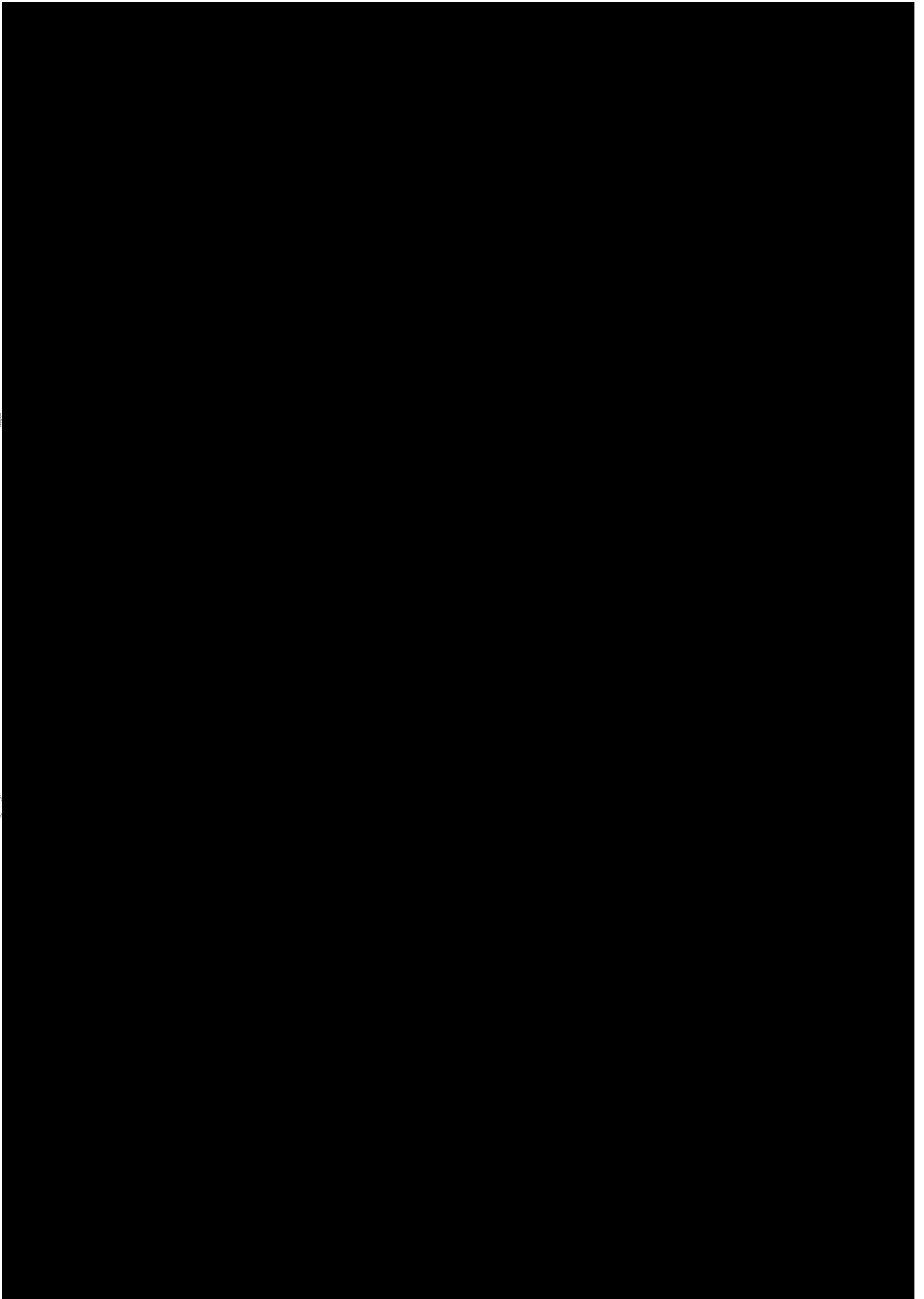


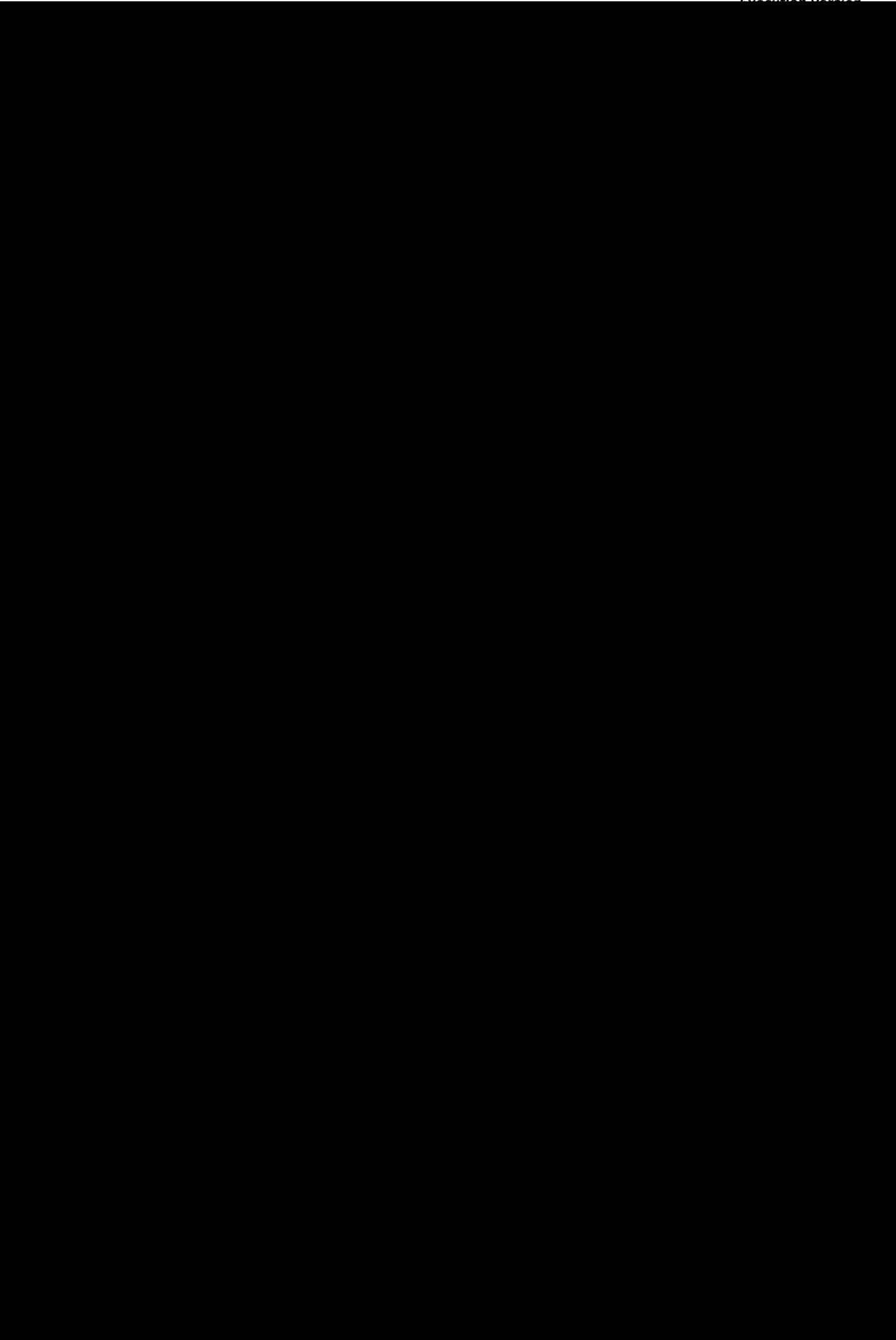


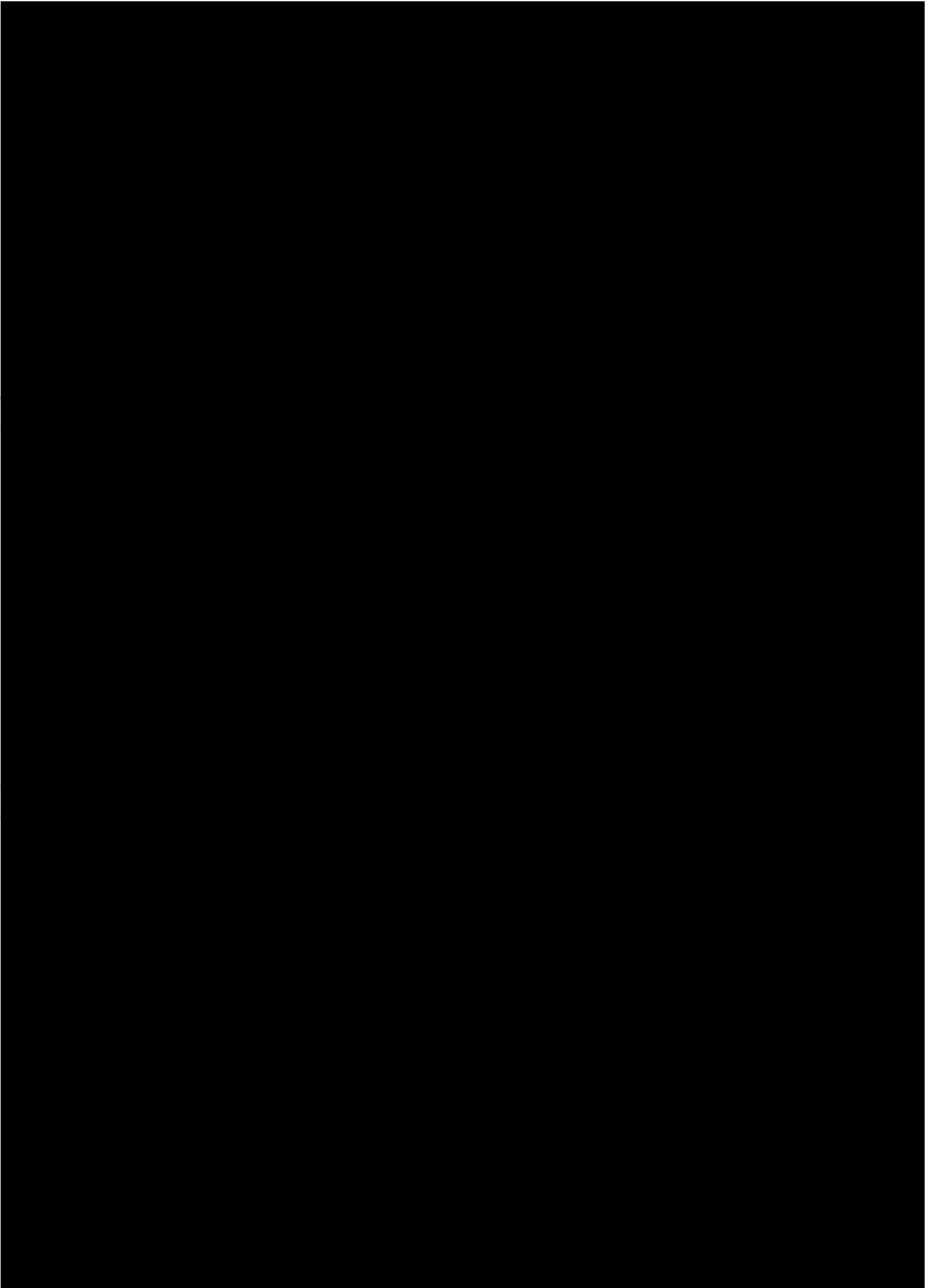


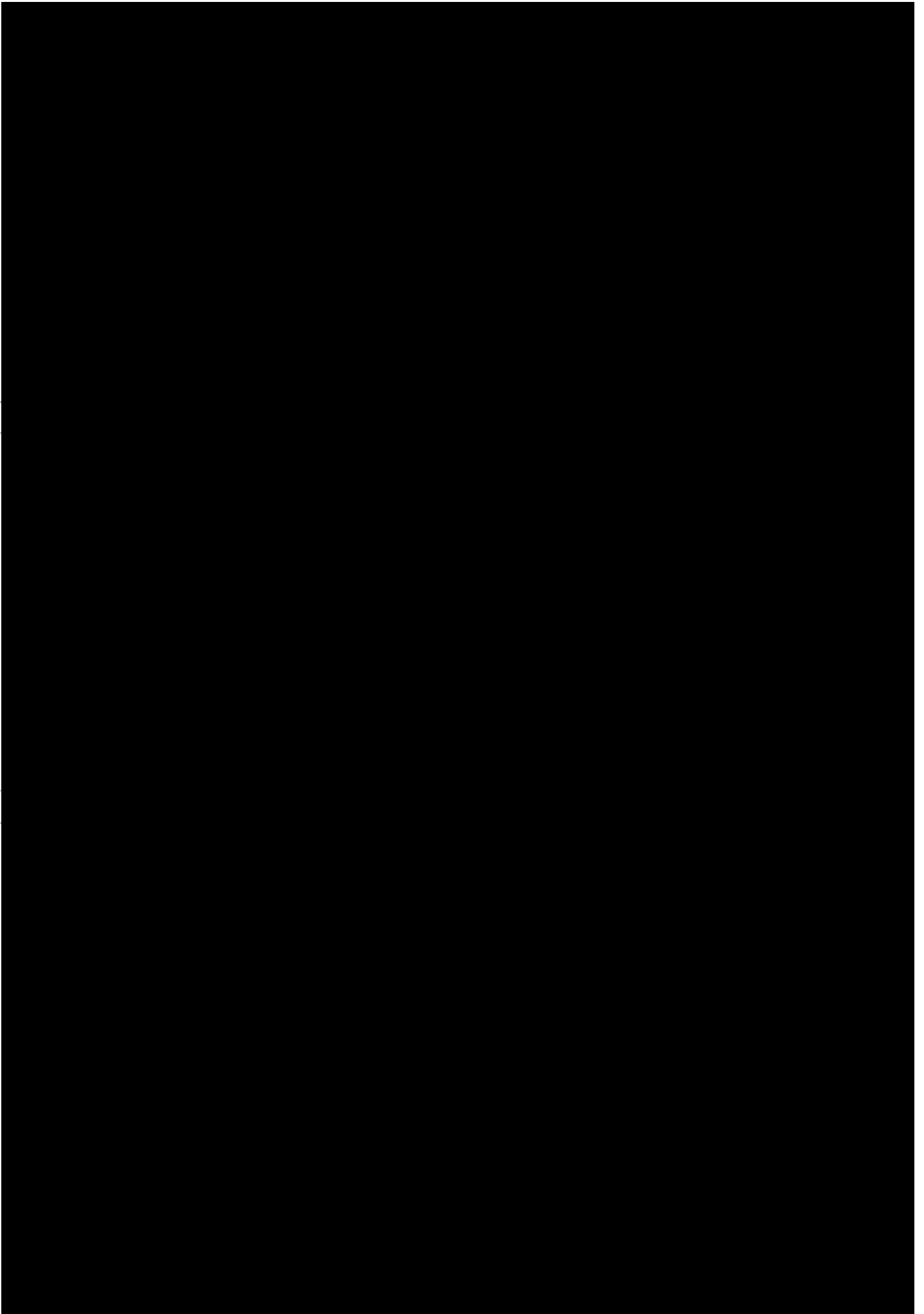


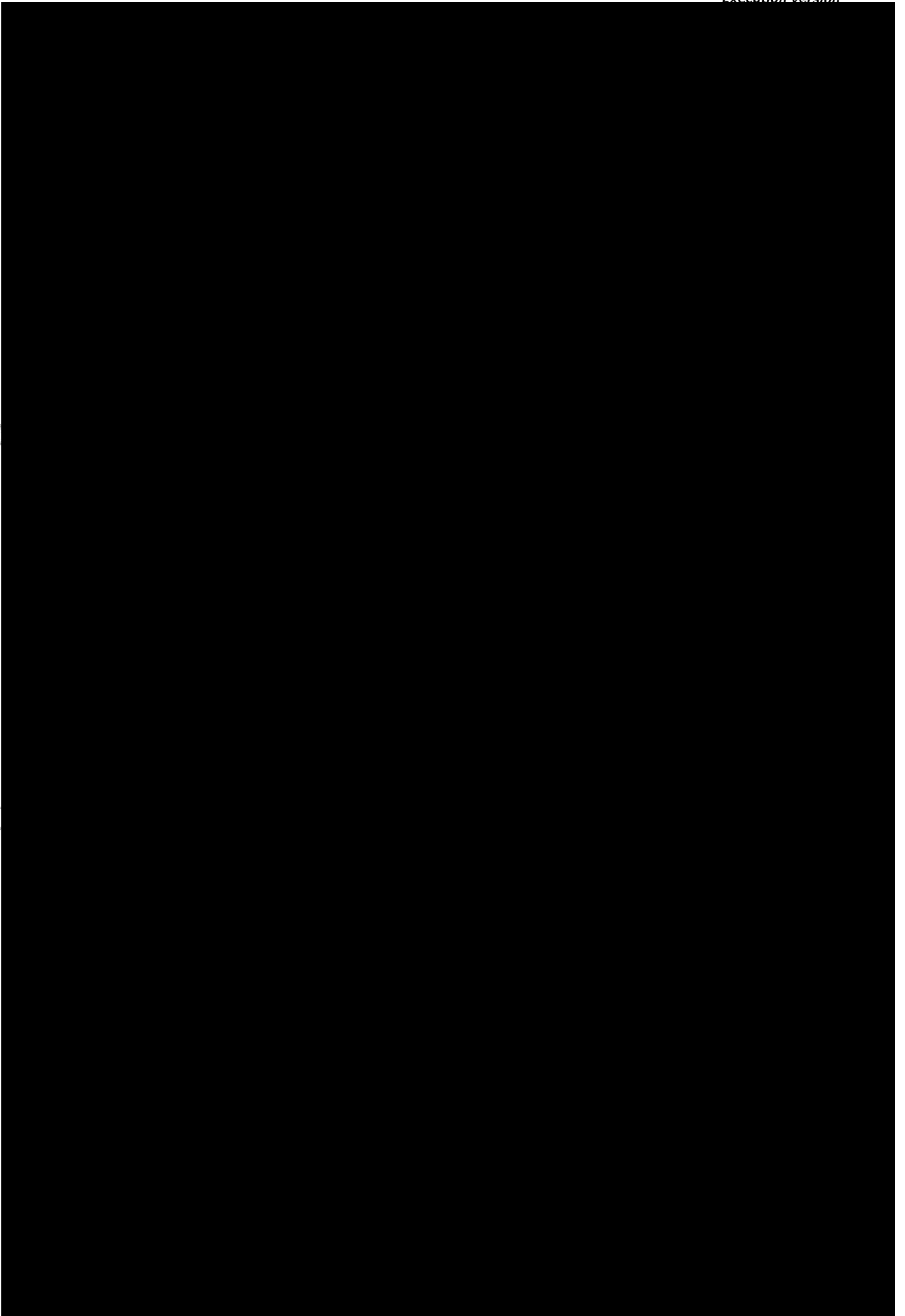


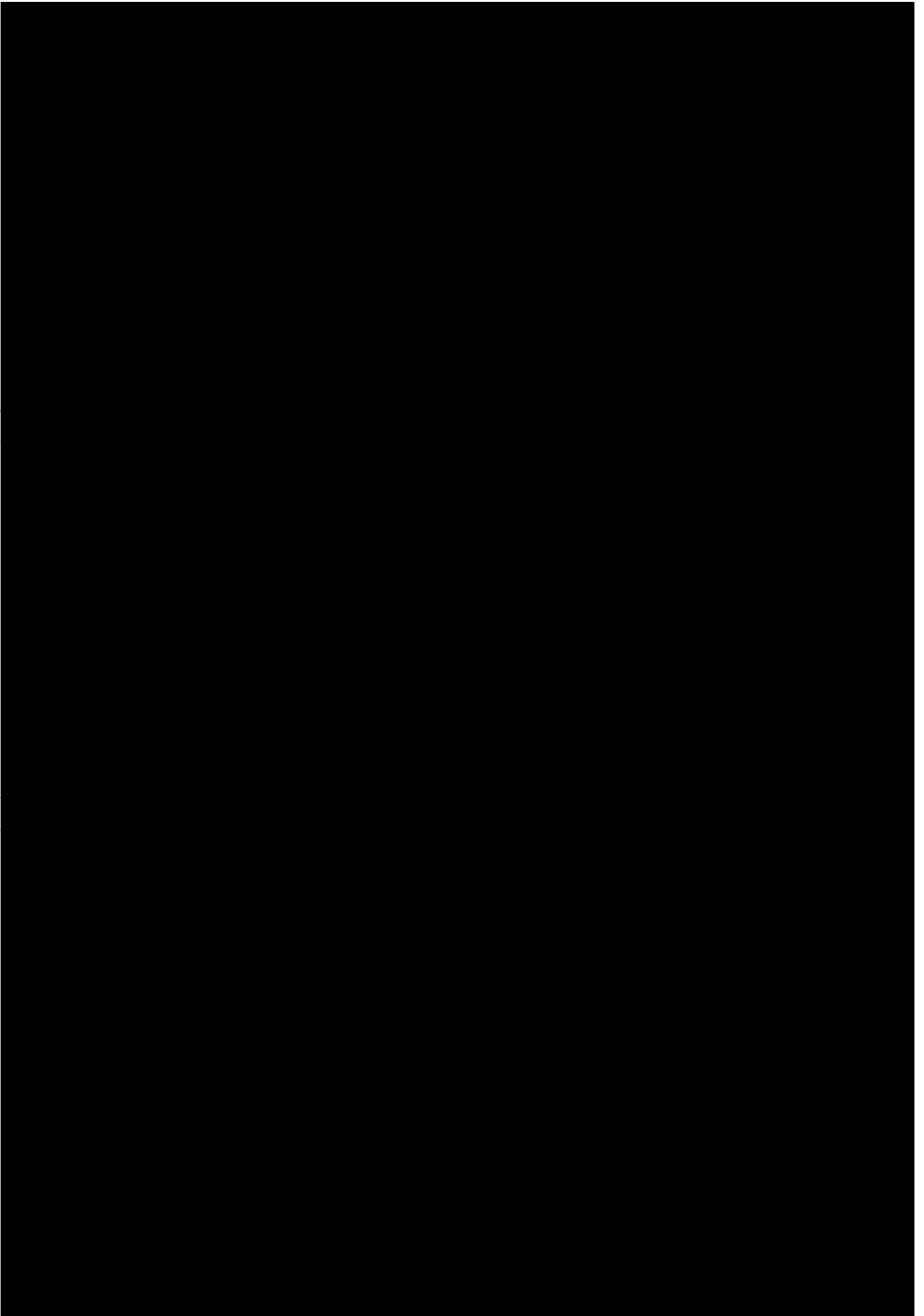


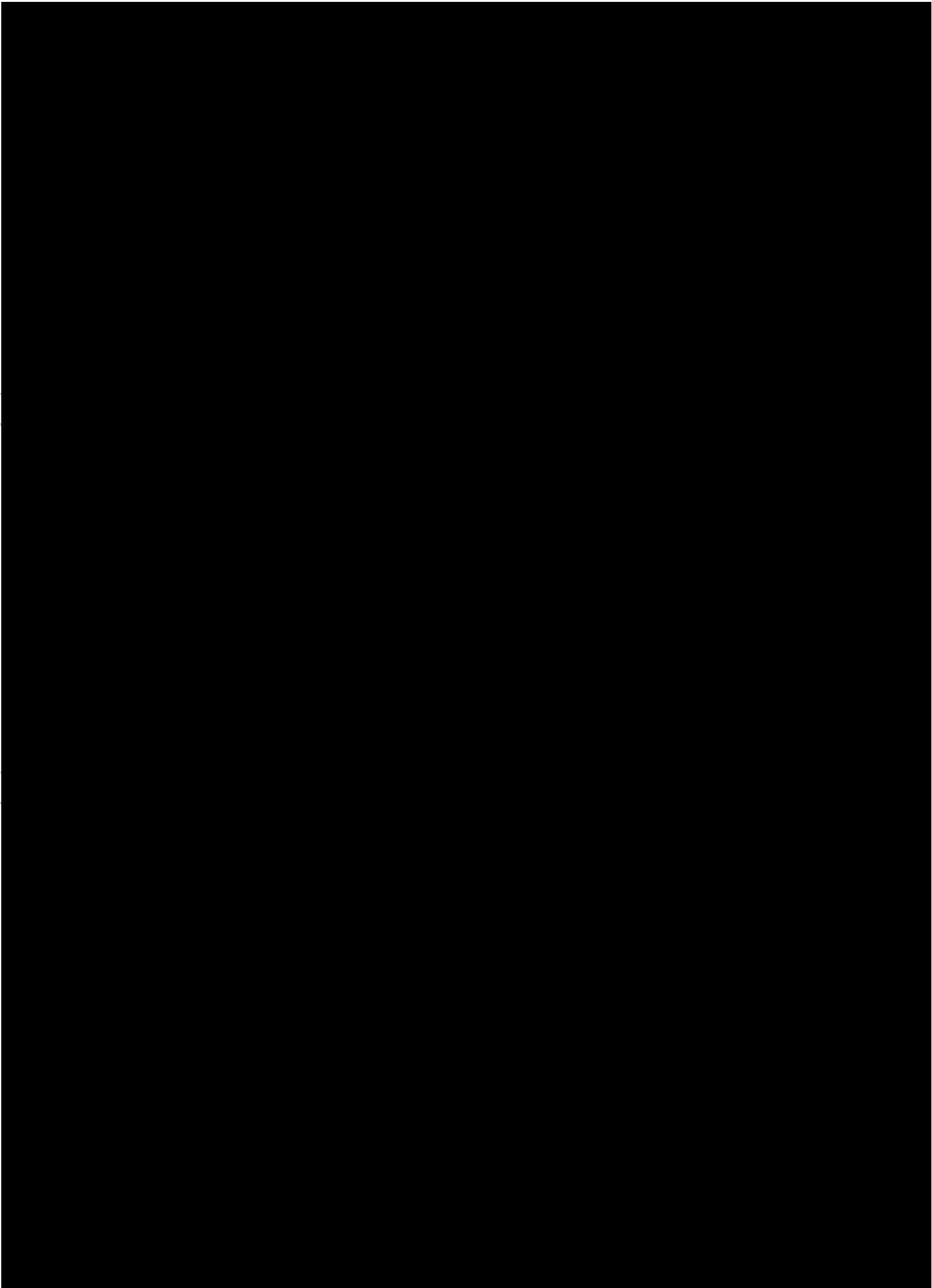


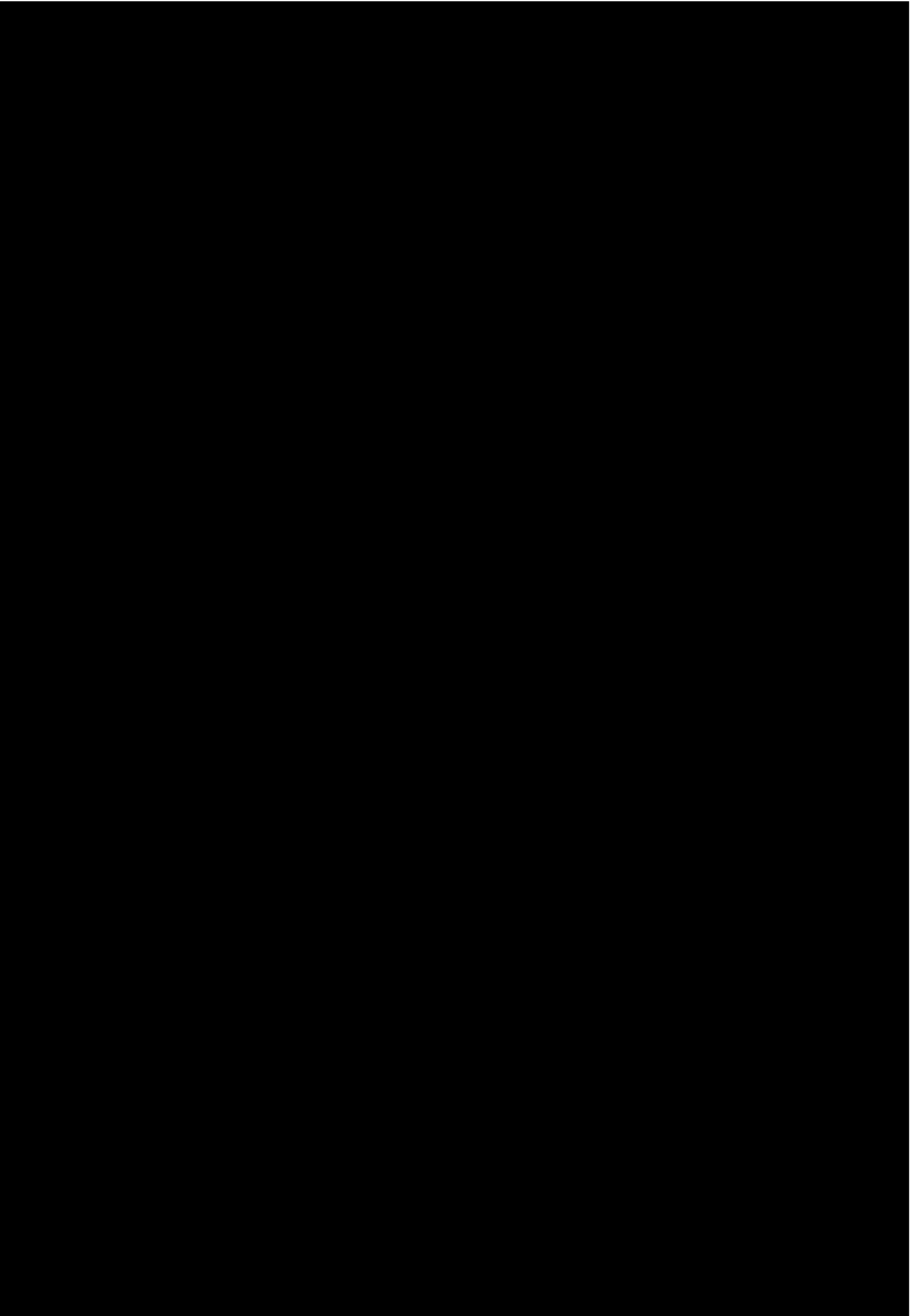


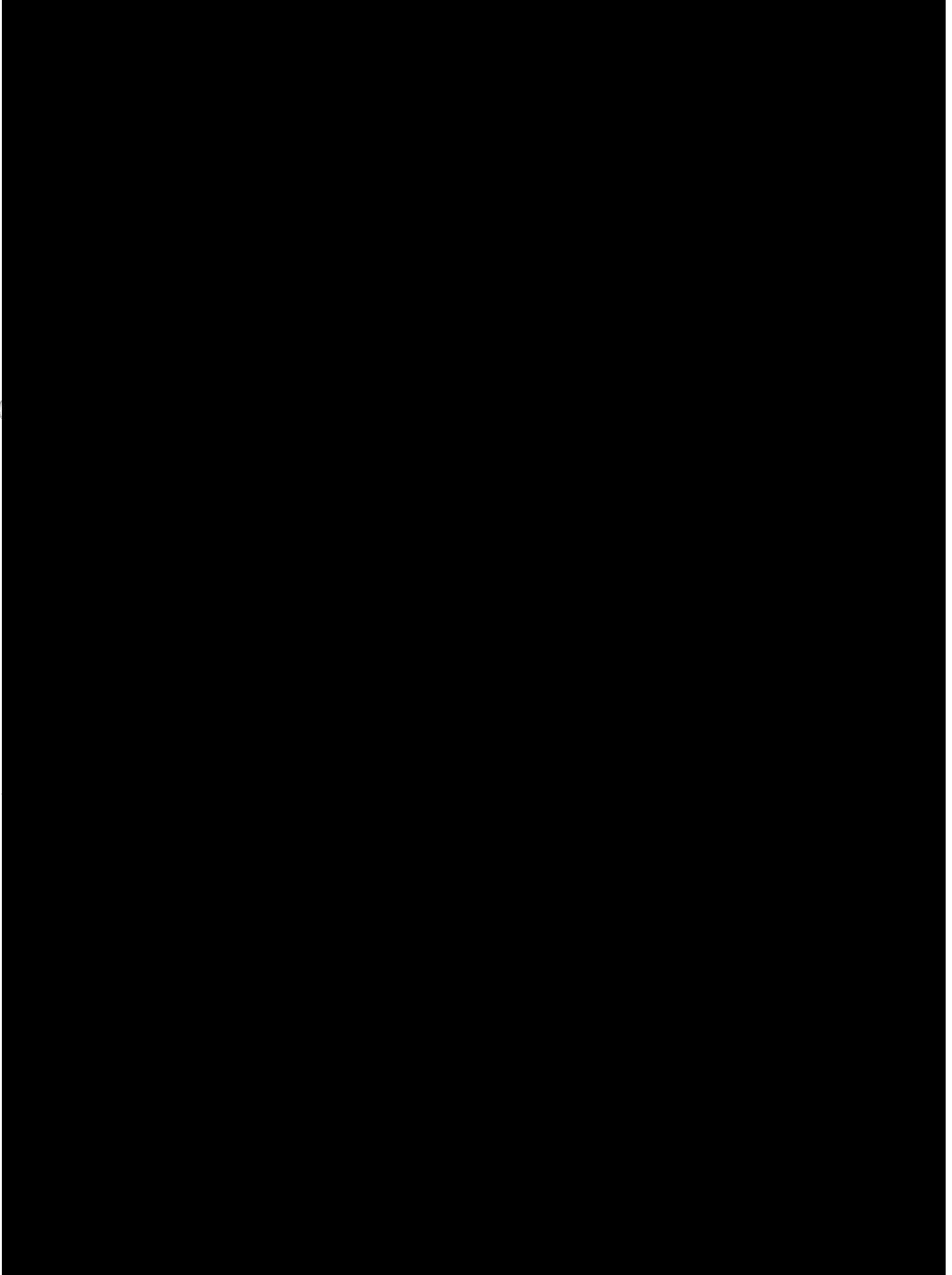


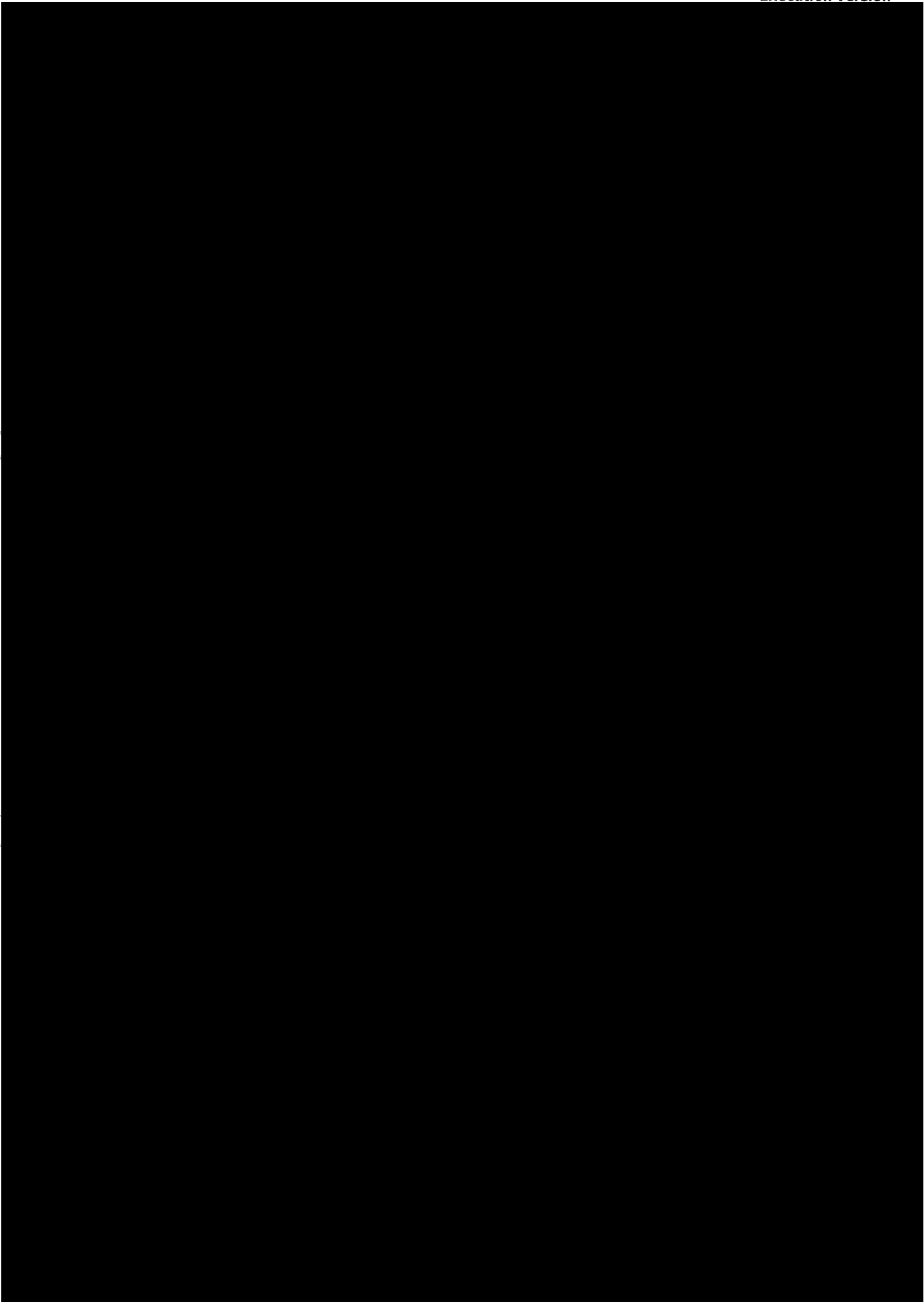


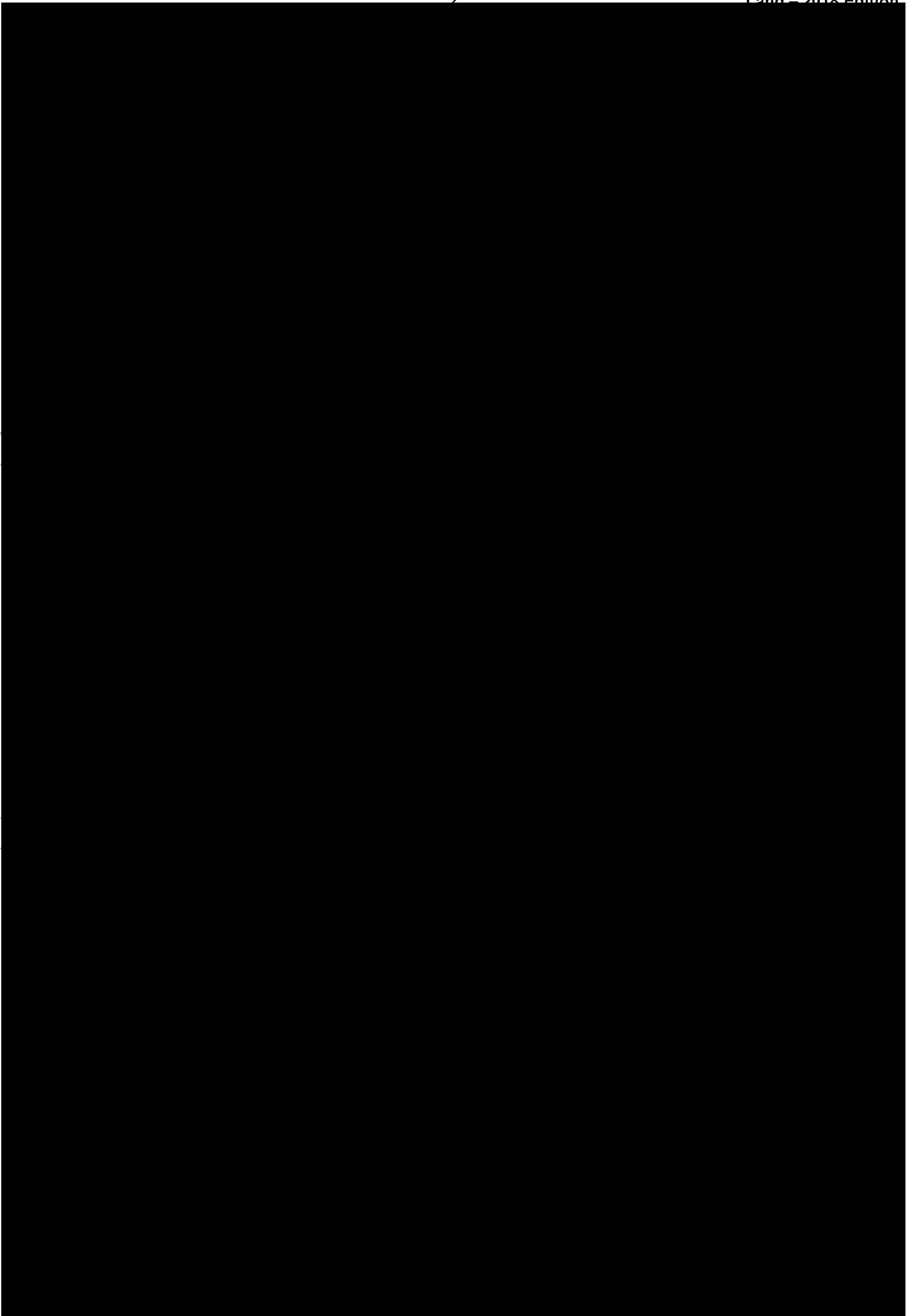


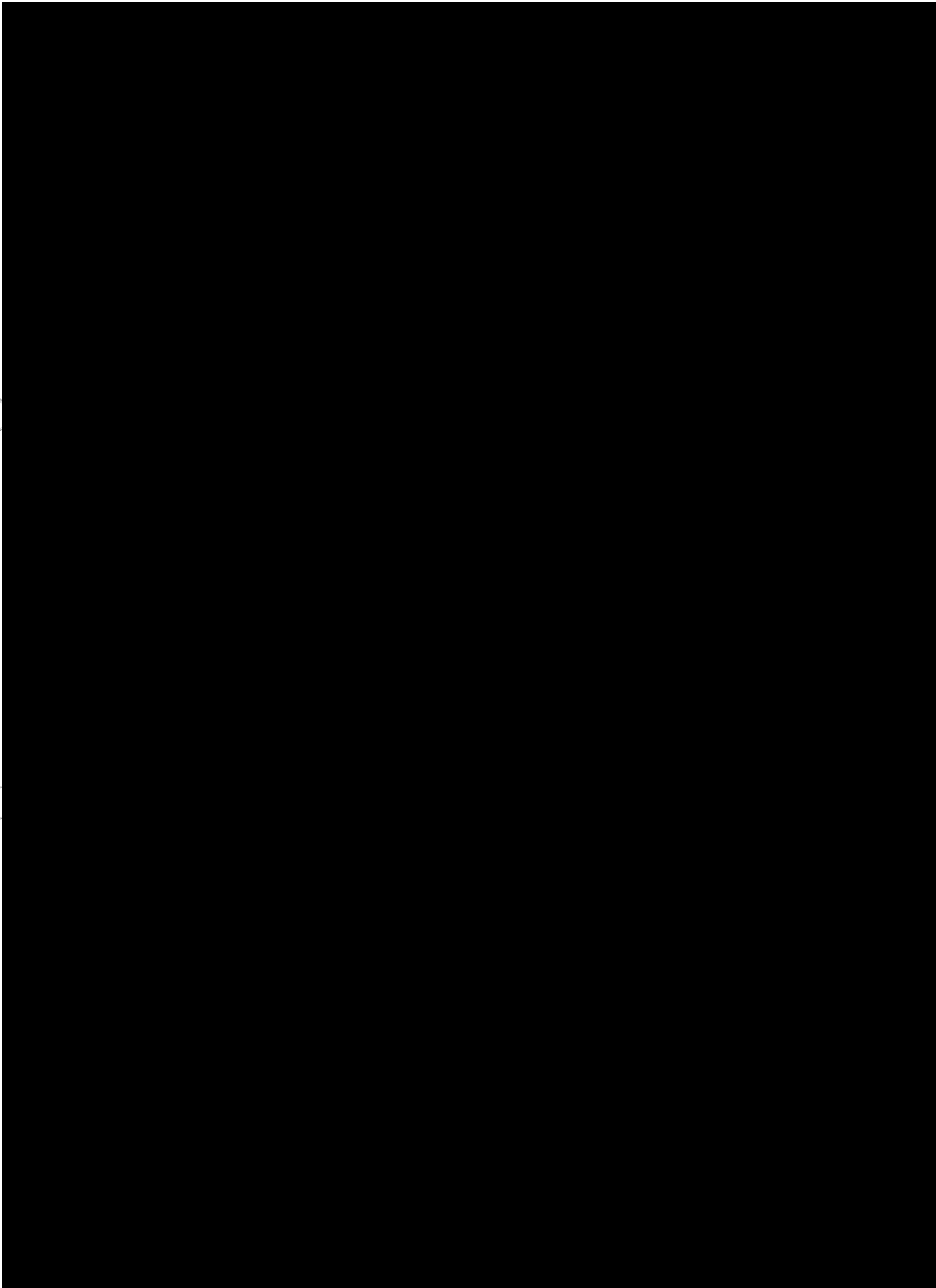


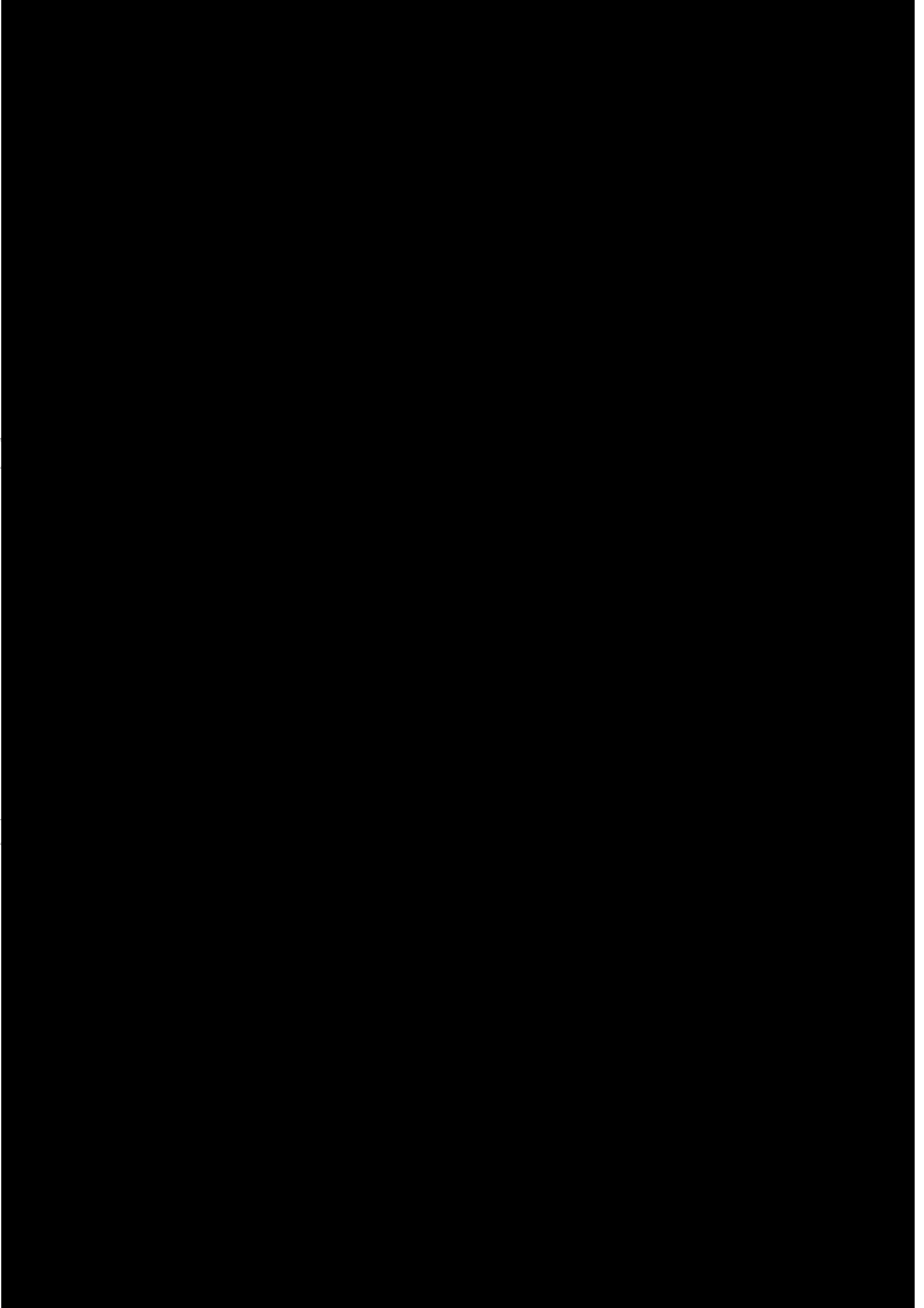


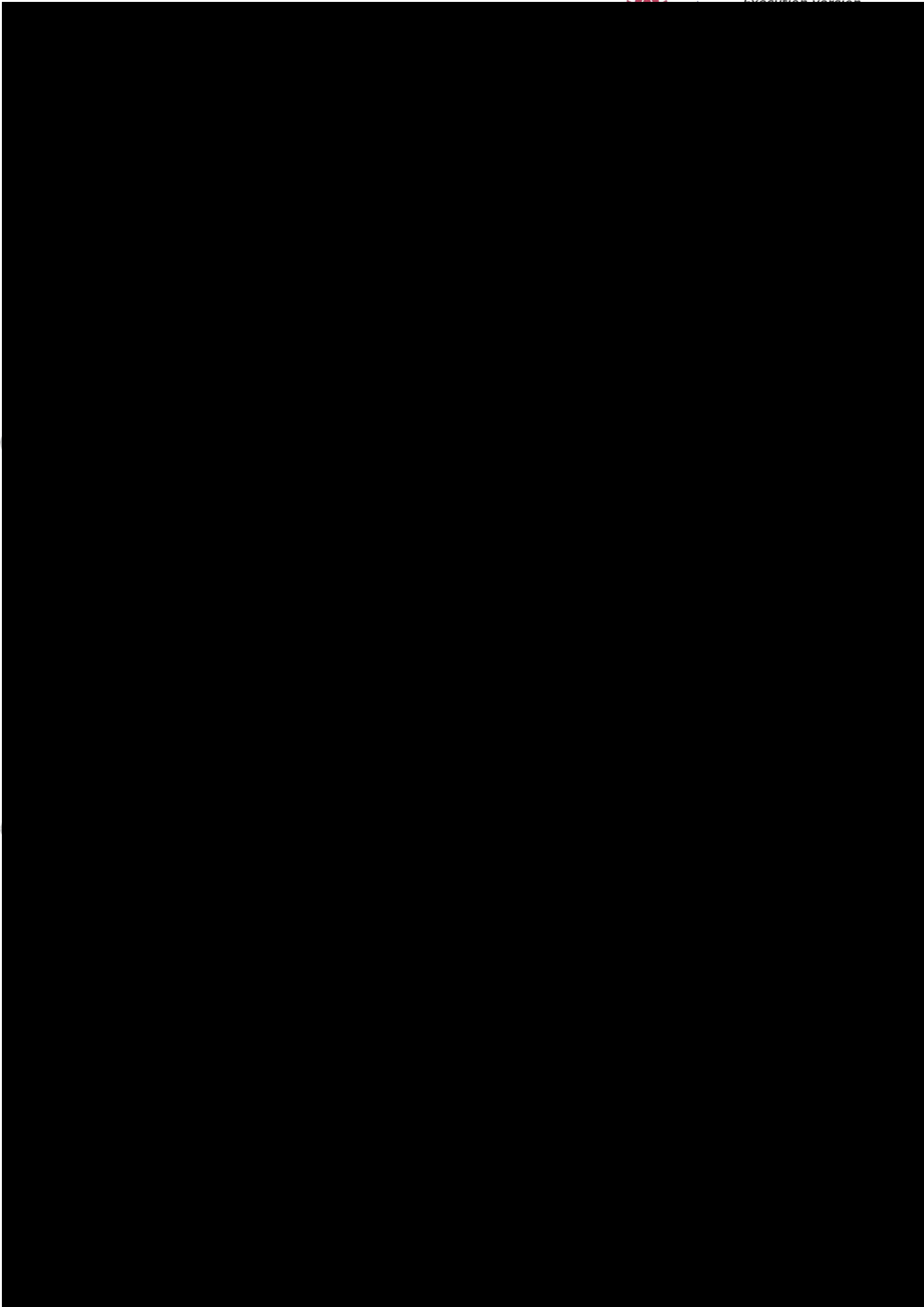


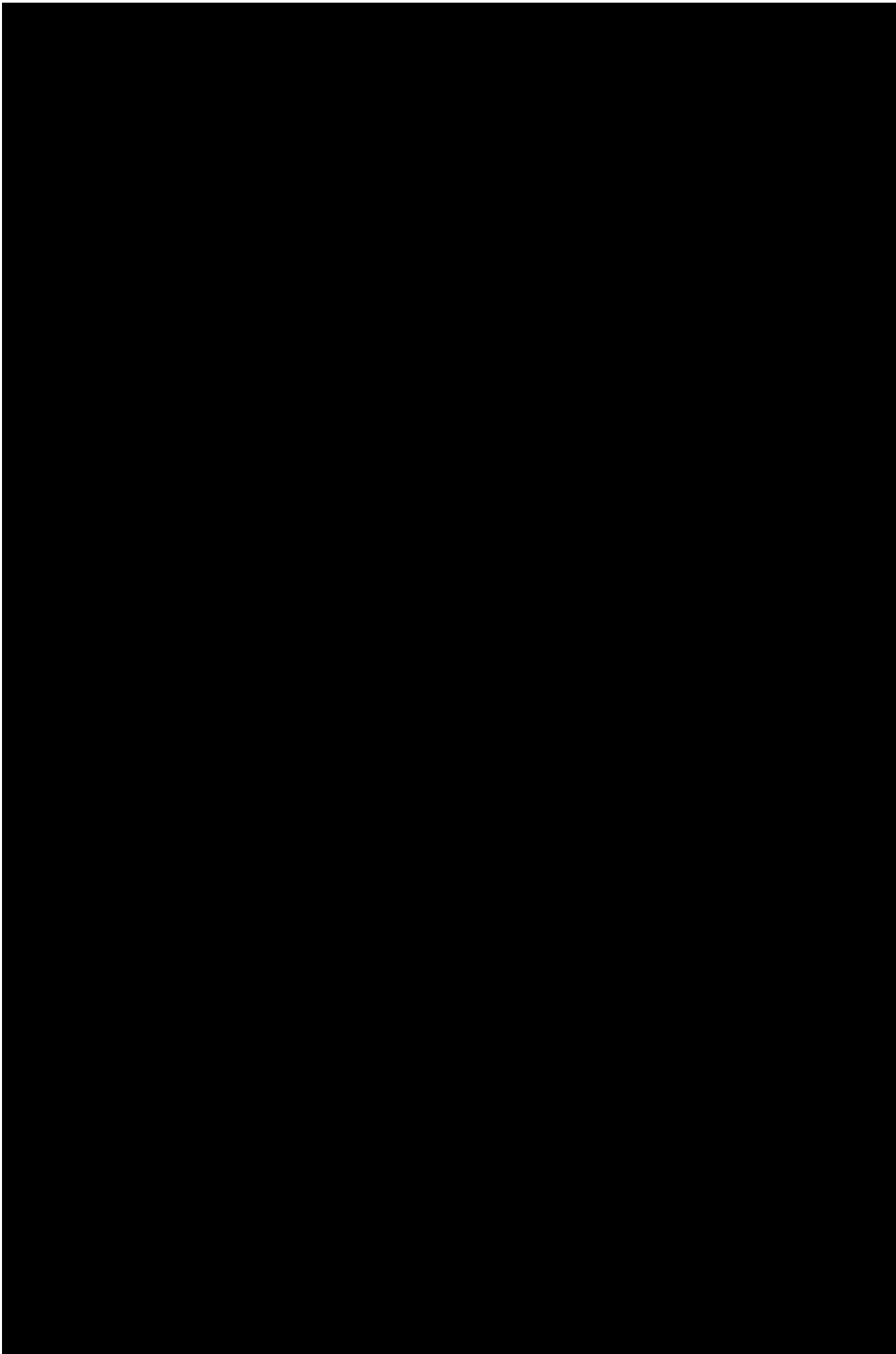


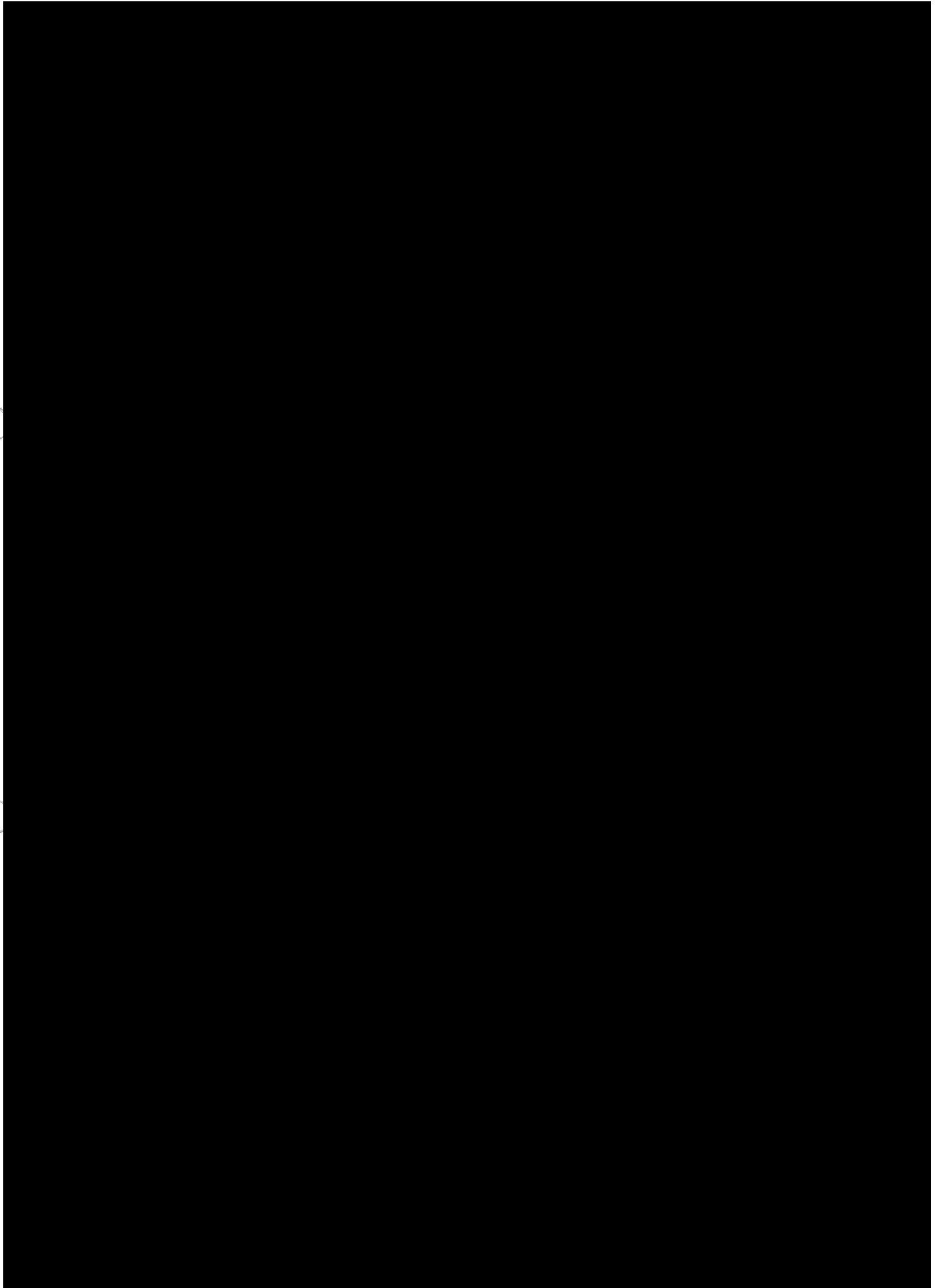


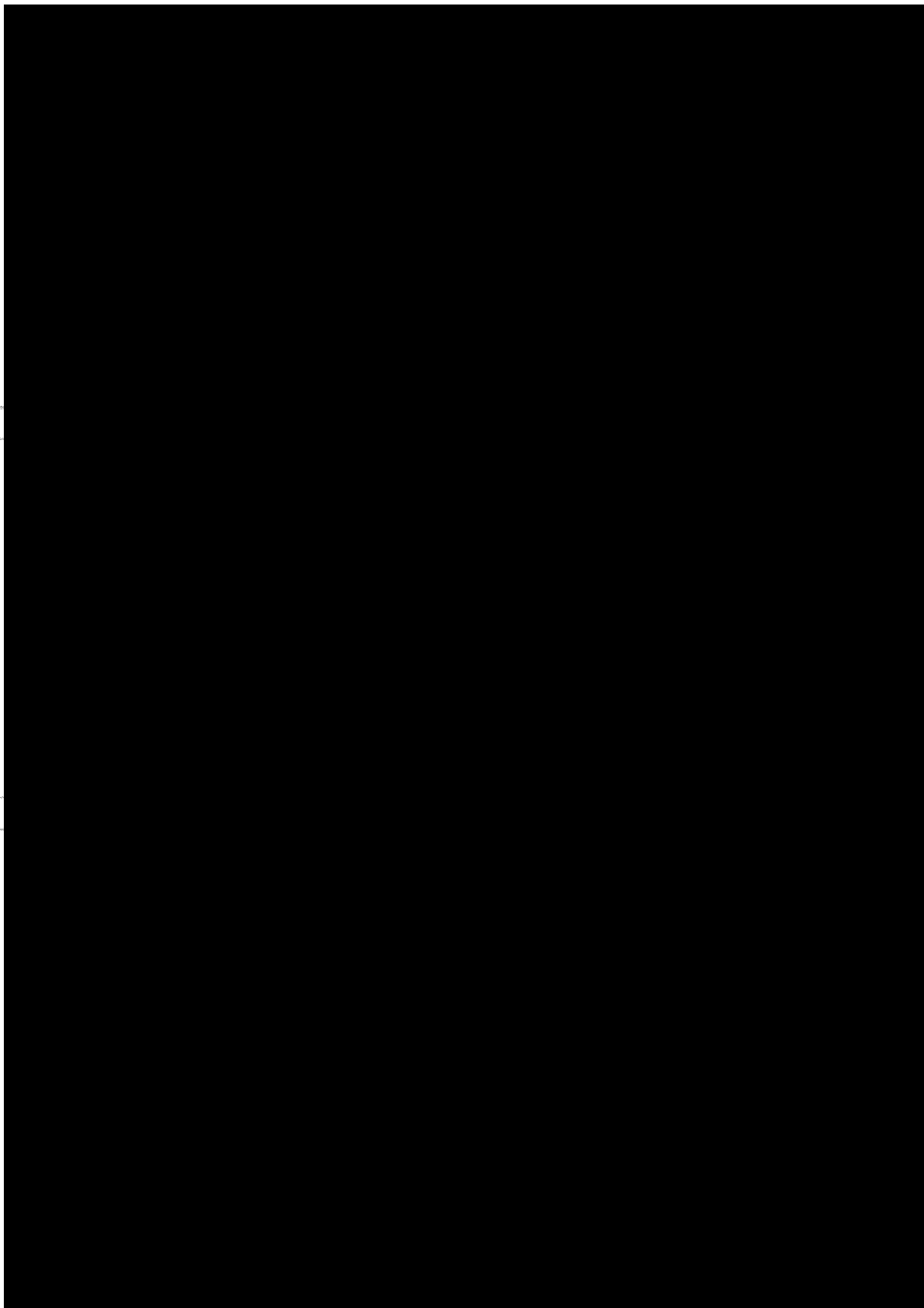


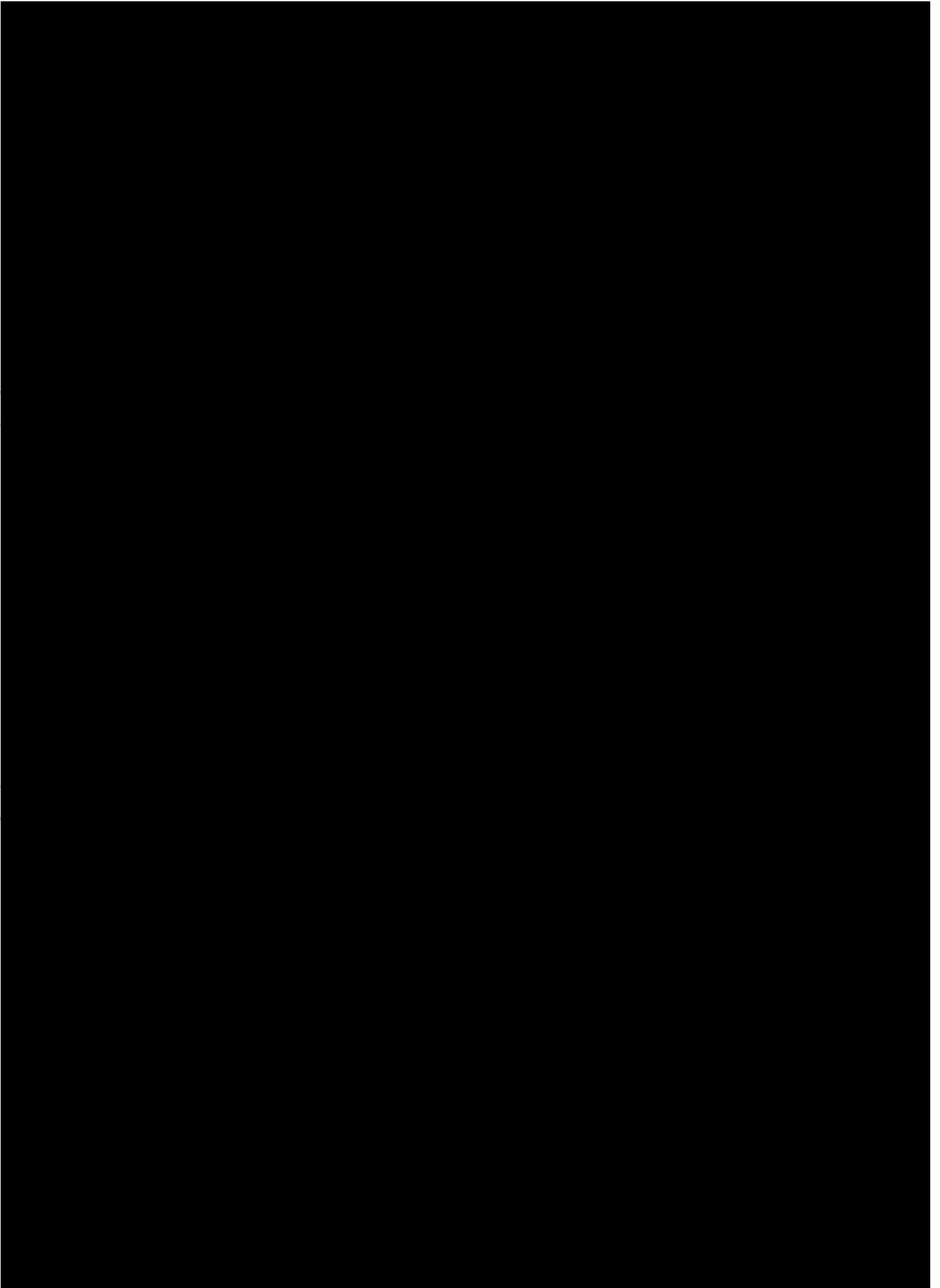


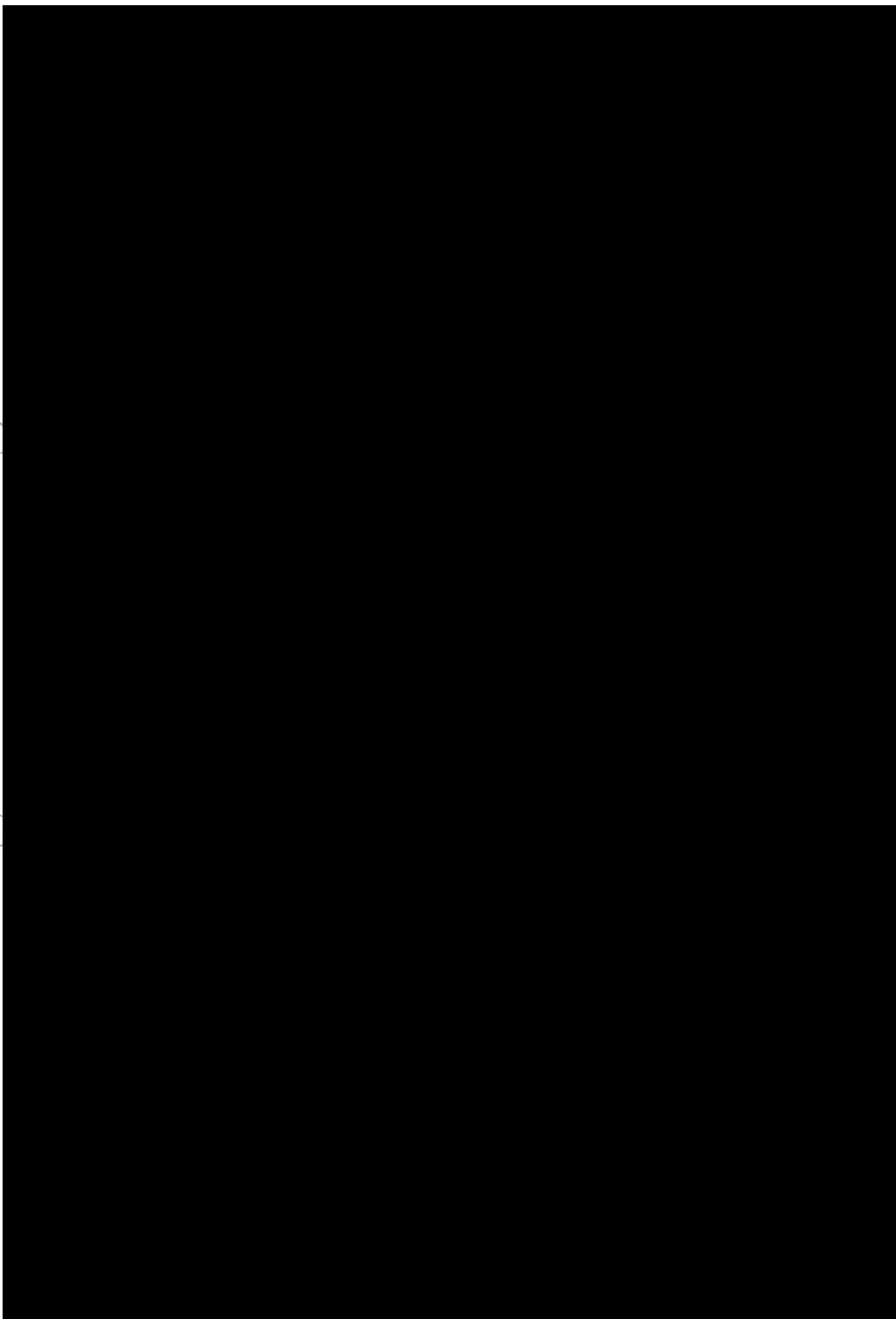


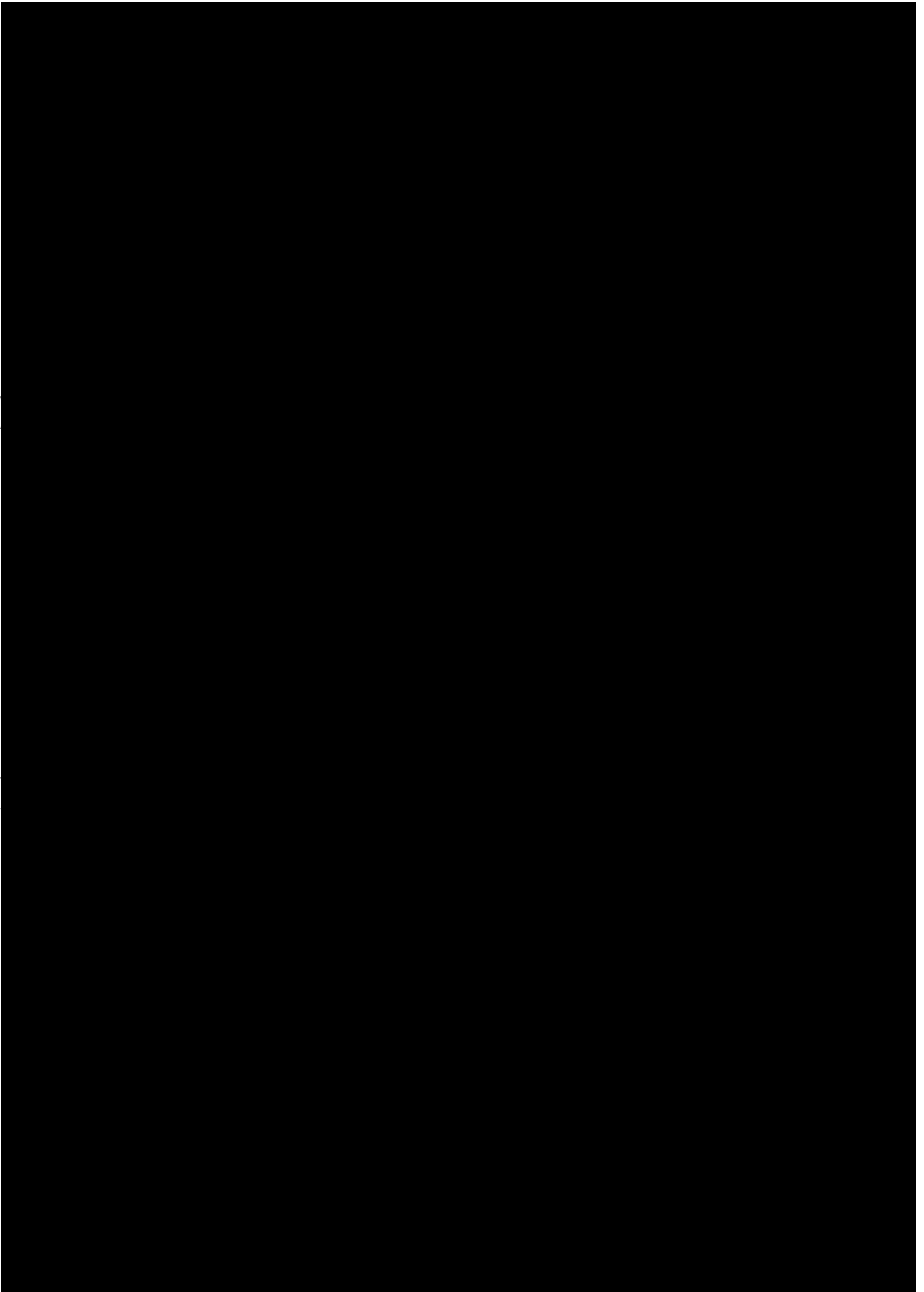


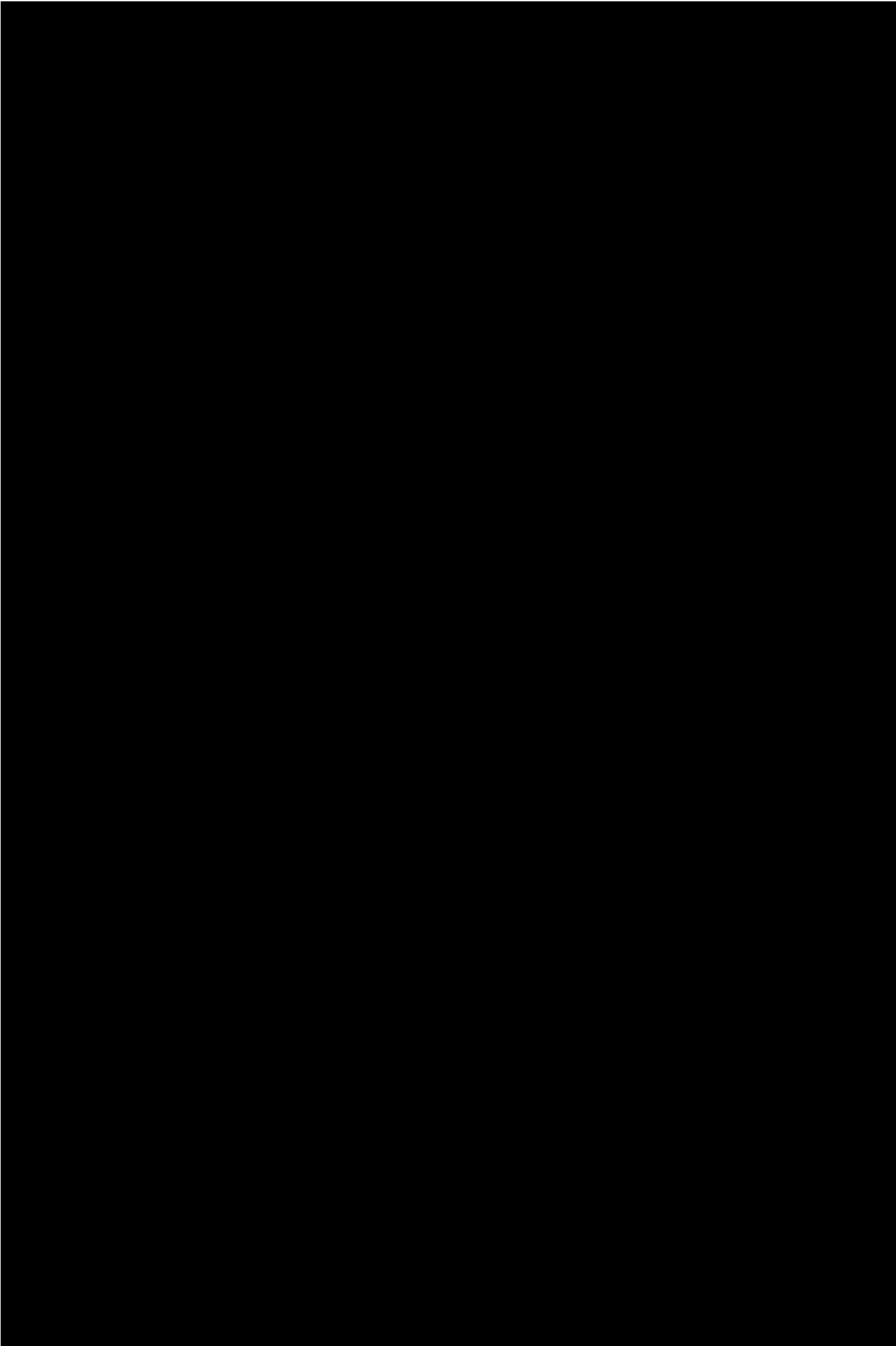


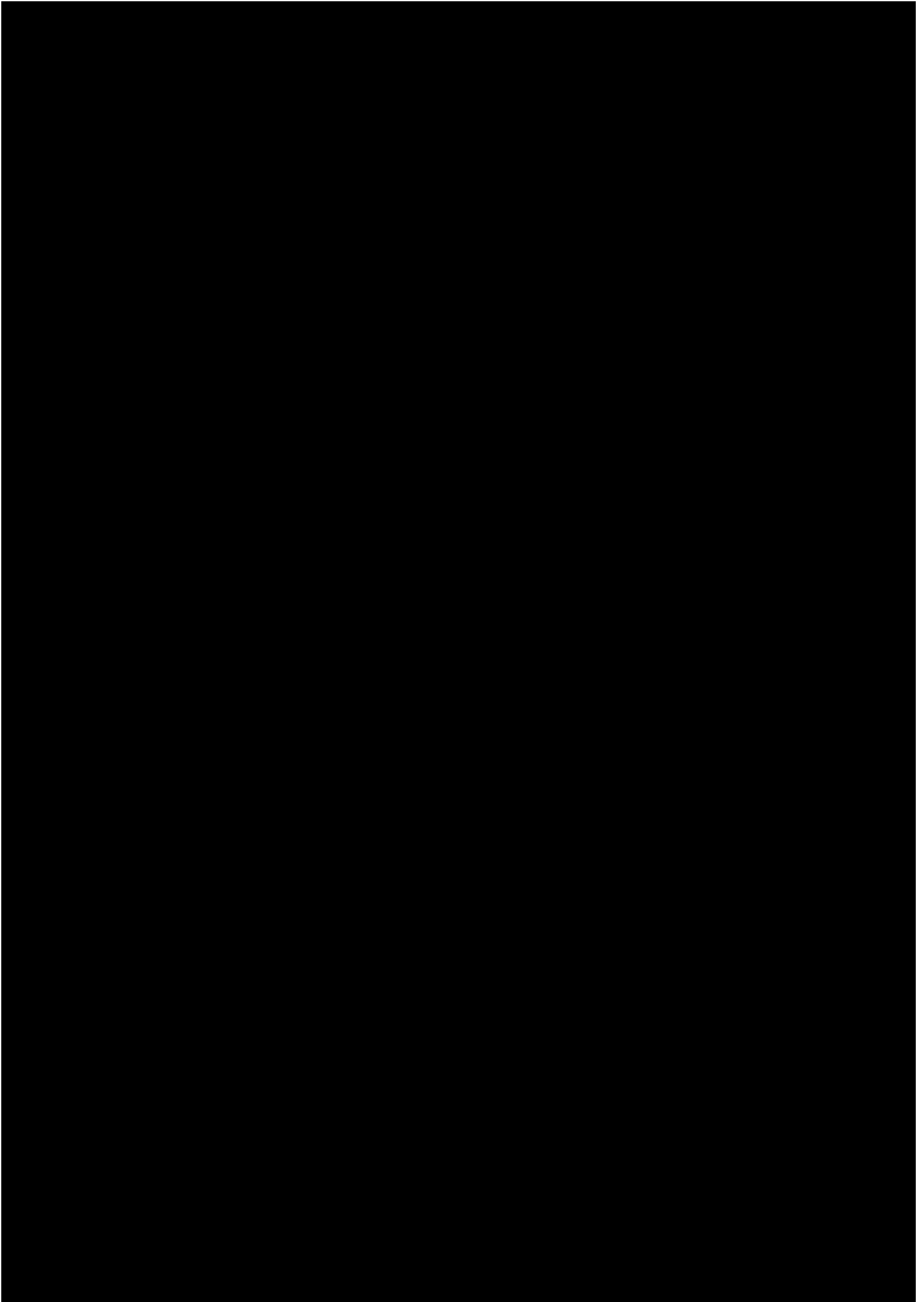


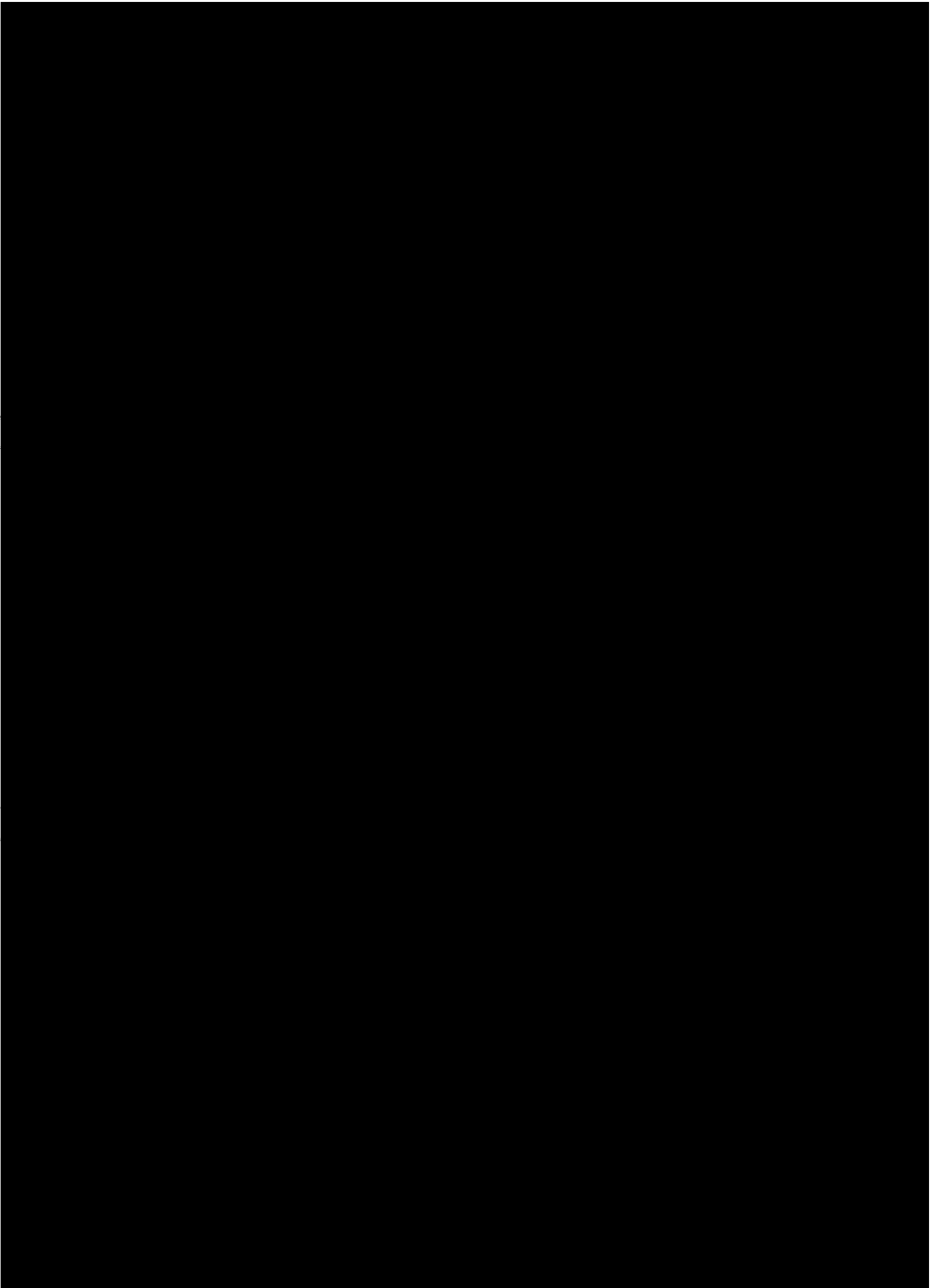


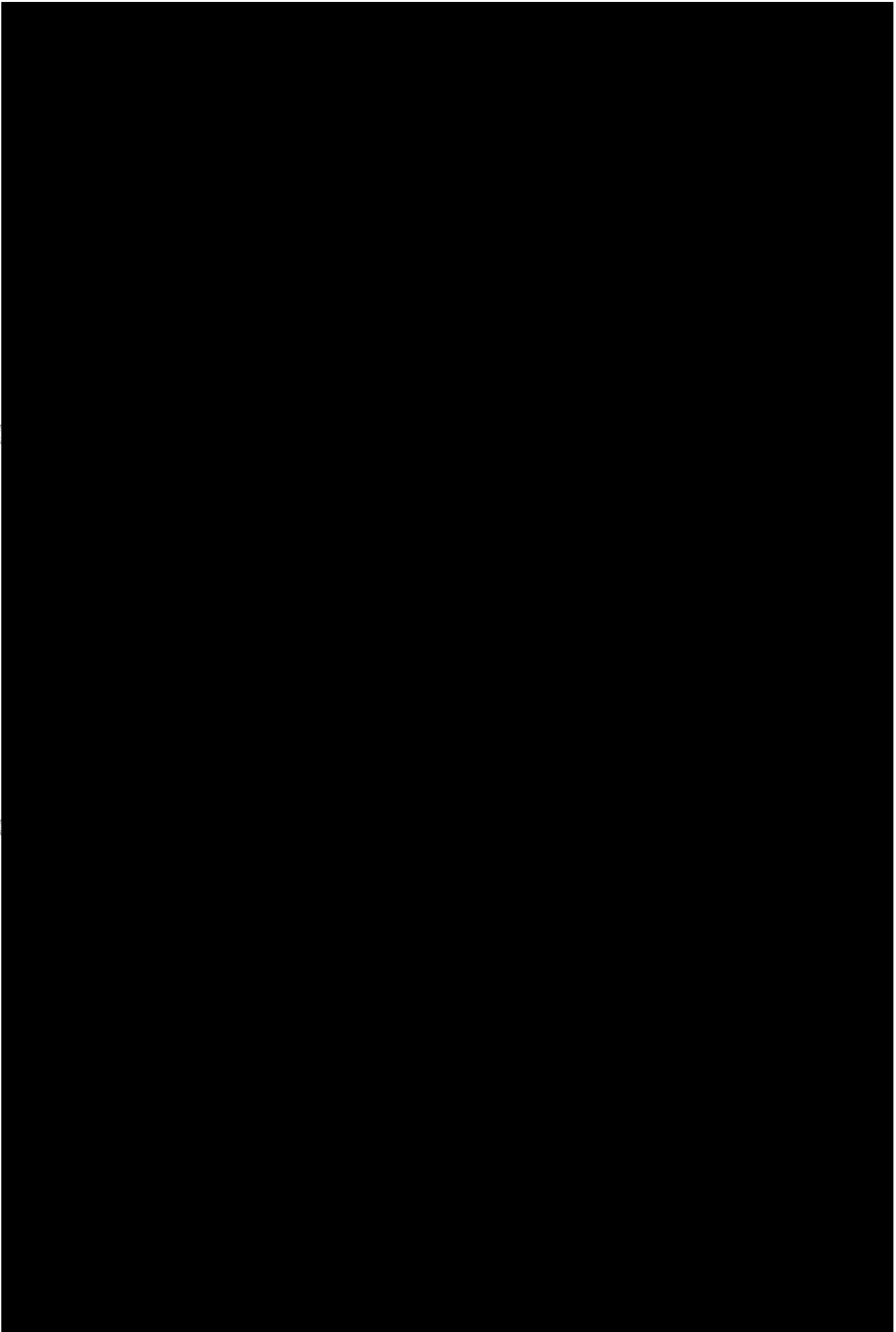


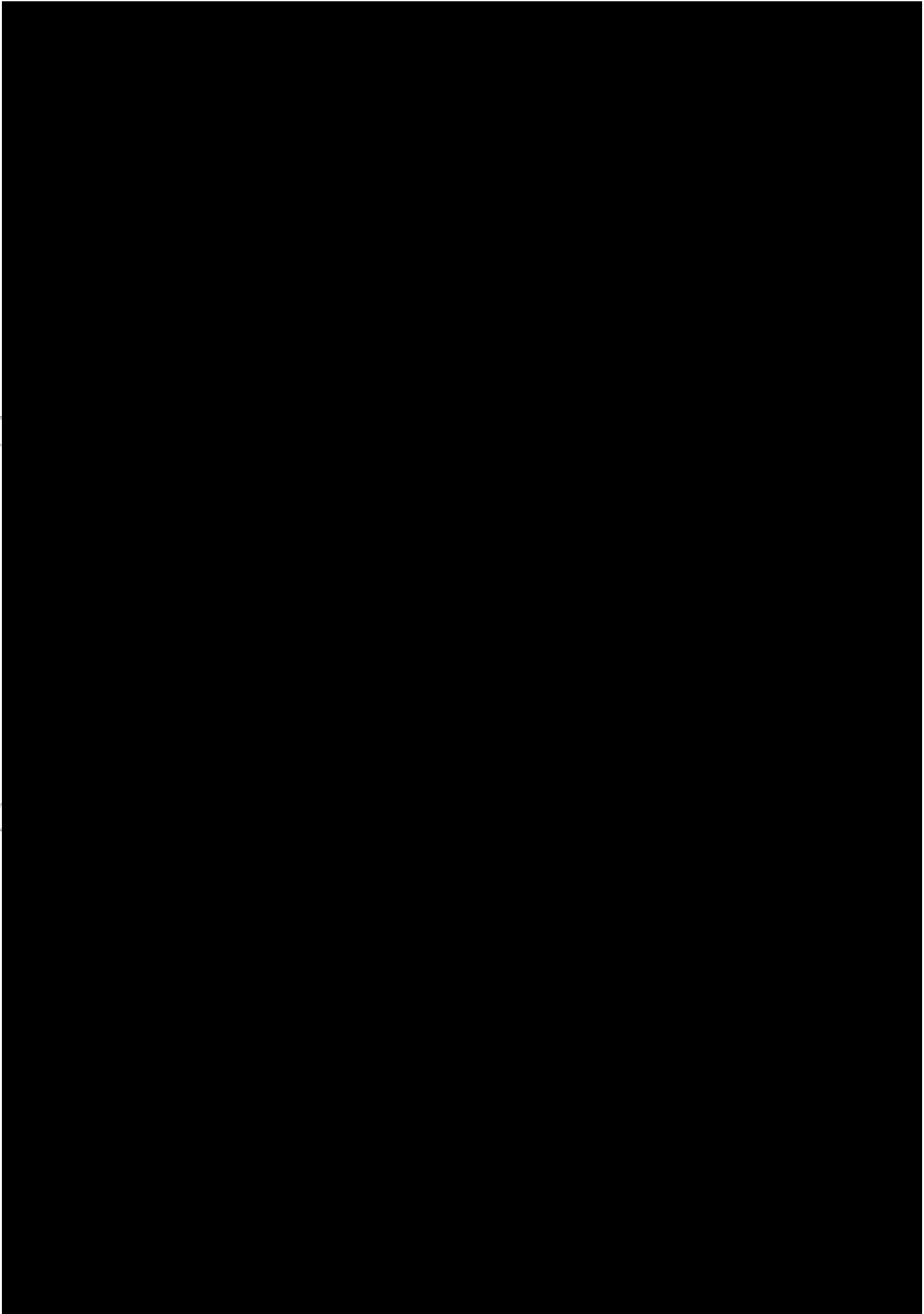


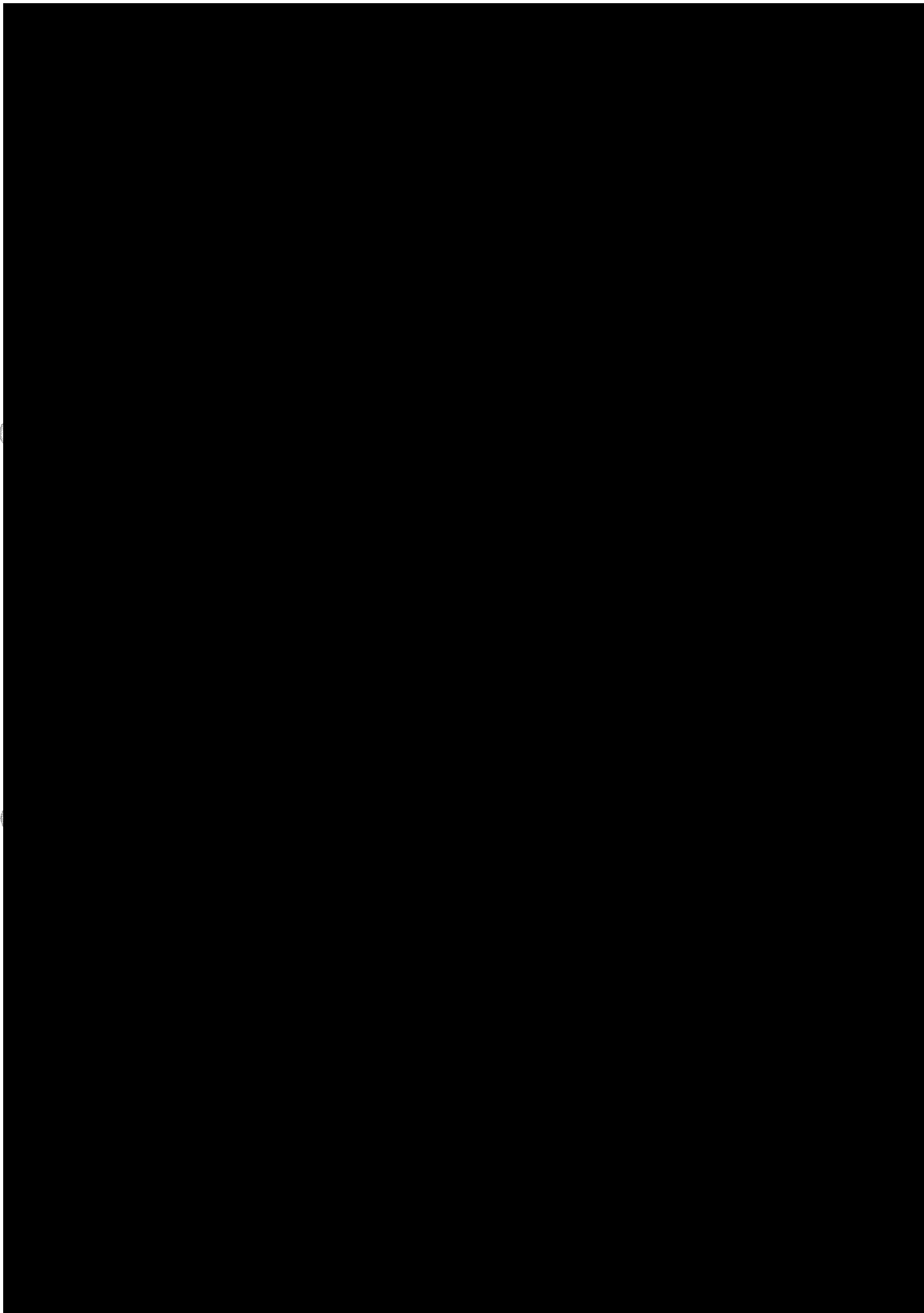


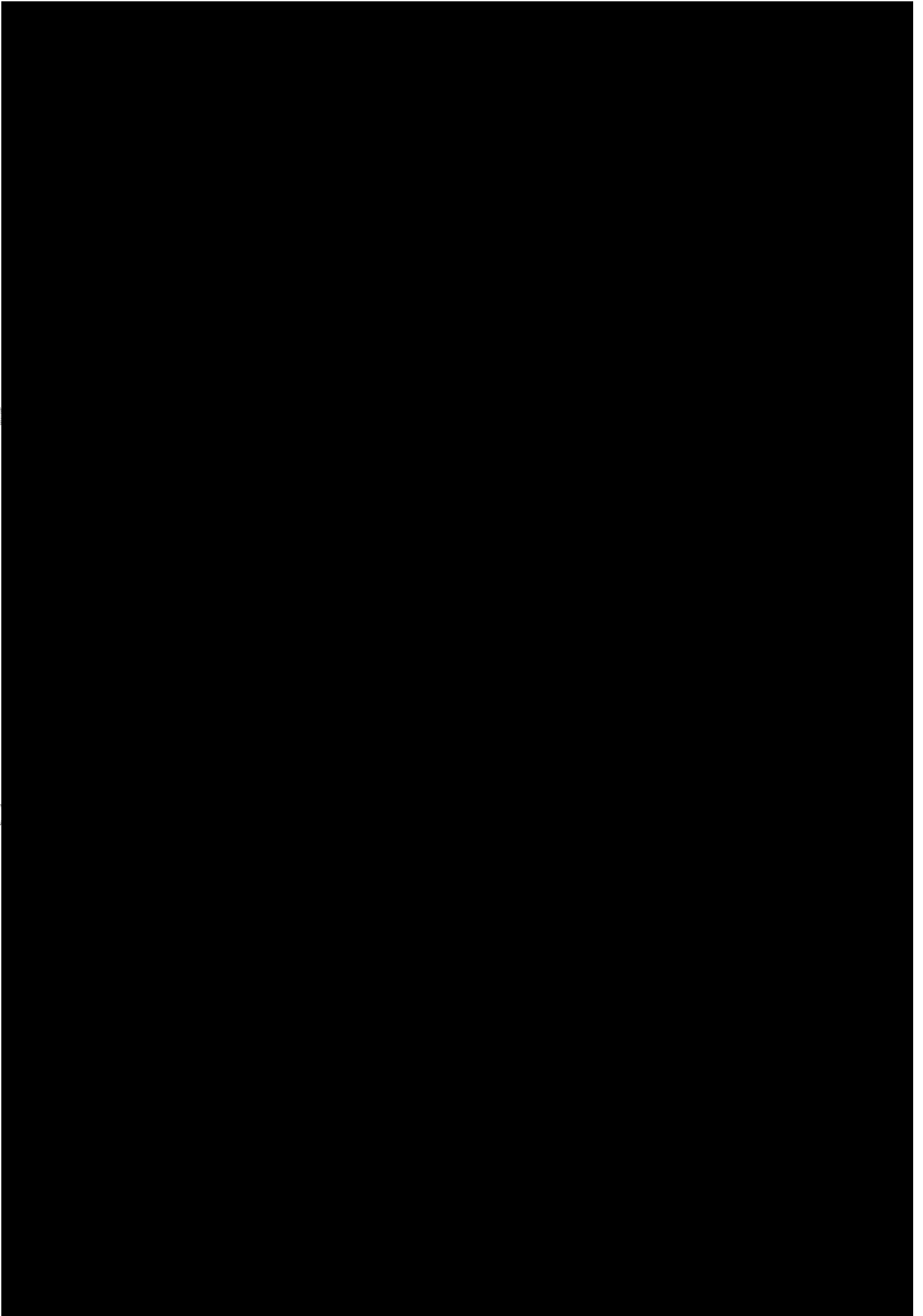




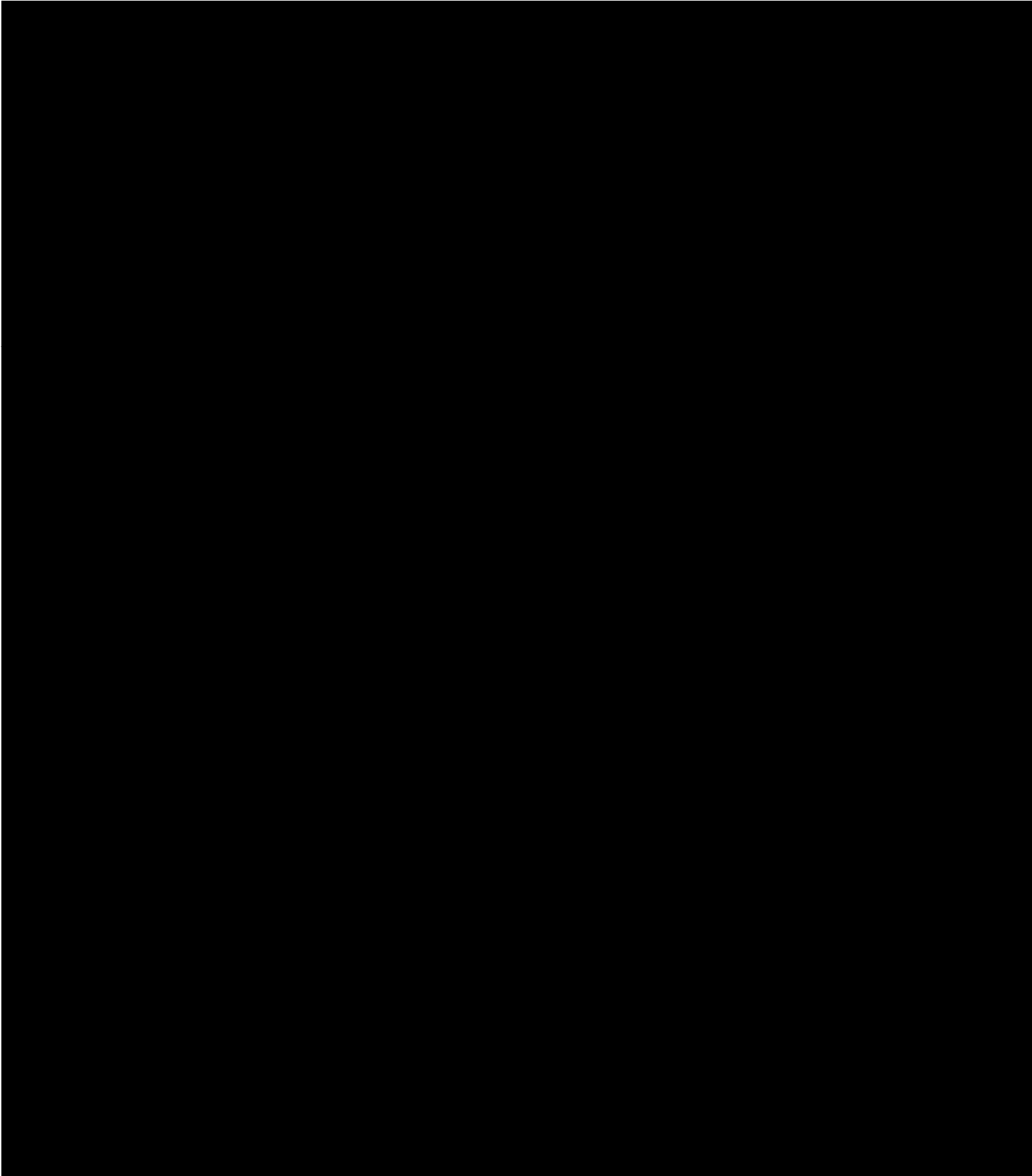


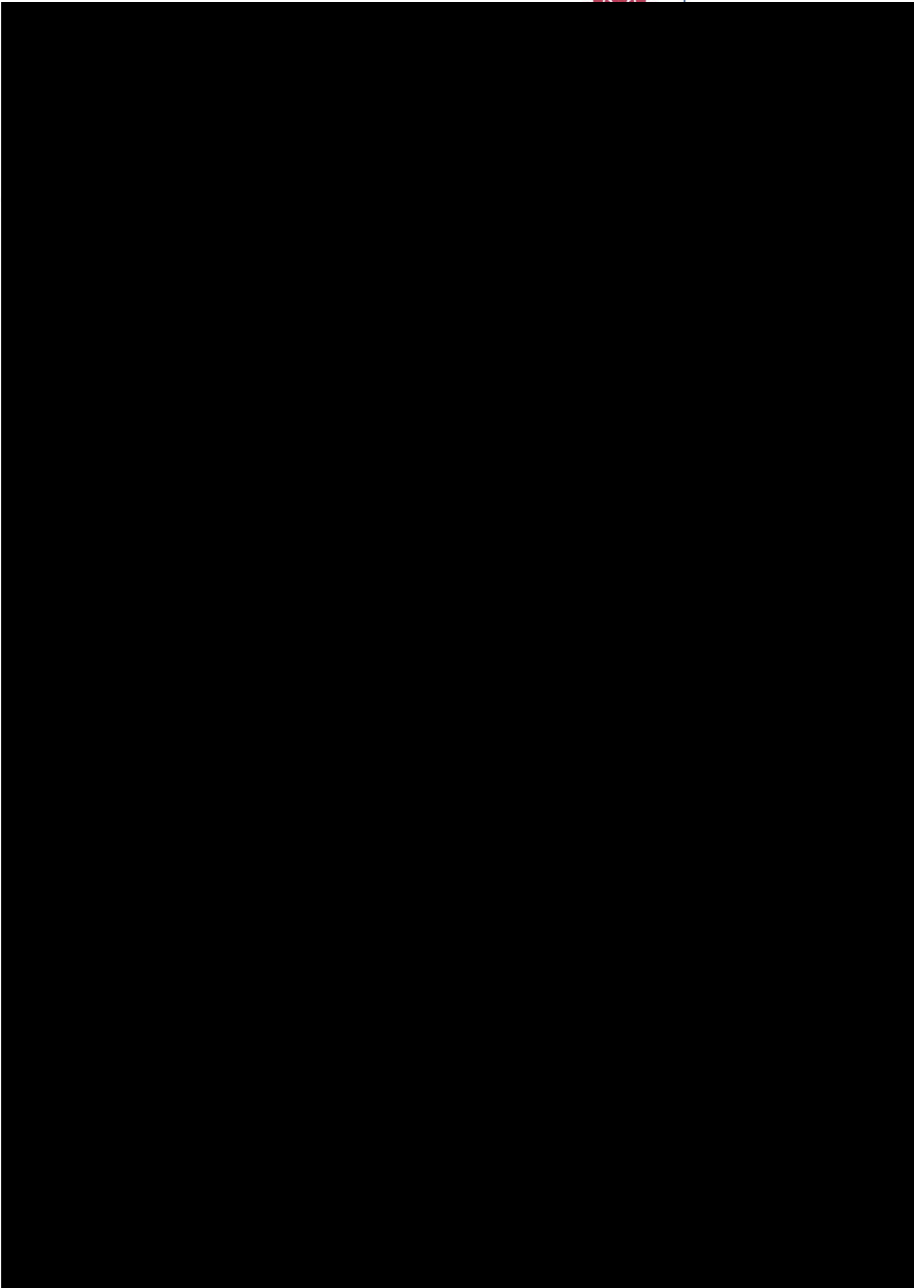


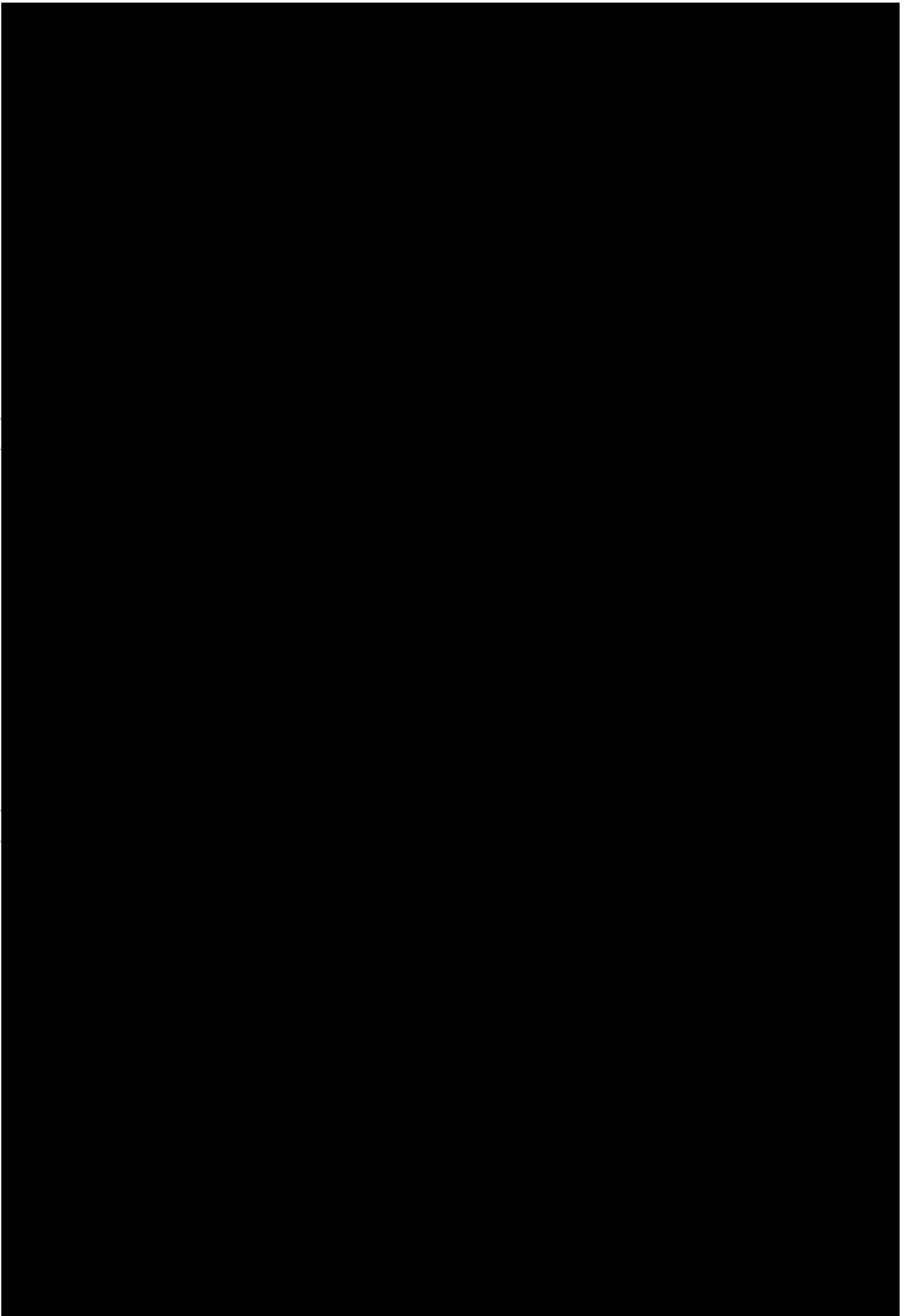


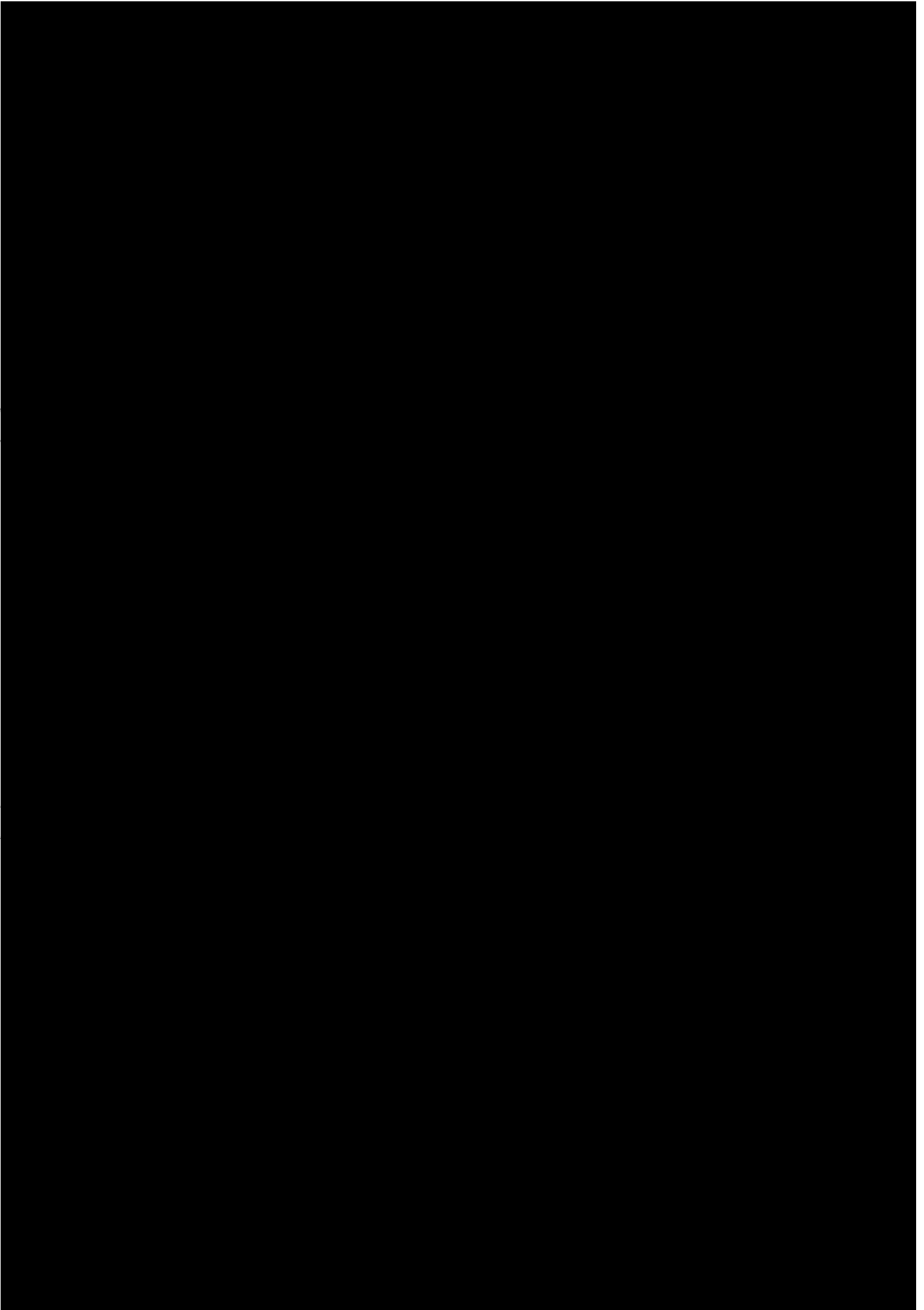


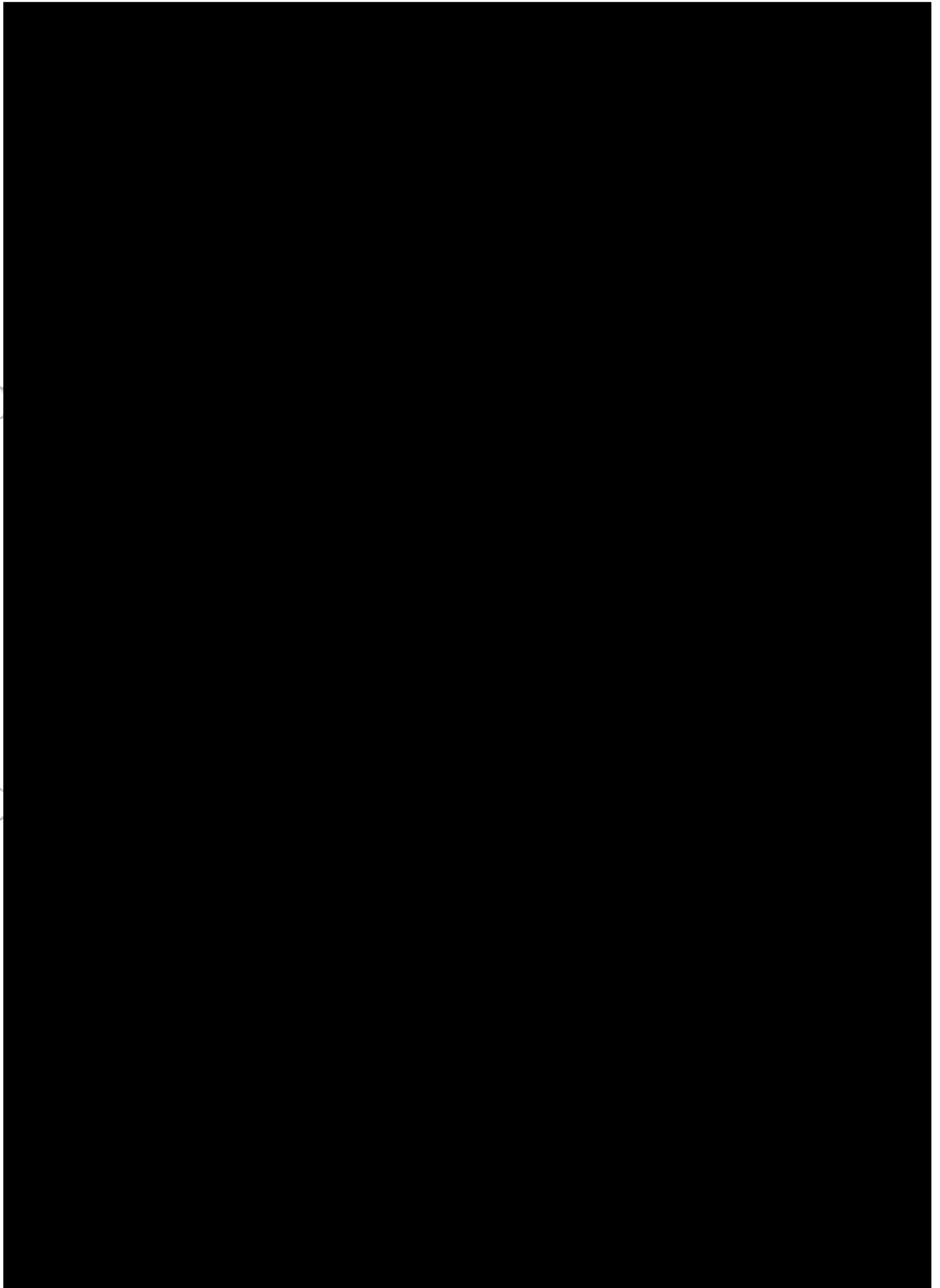
SCHEDULE D5
Form of Retail Lot Call Option Deed

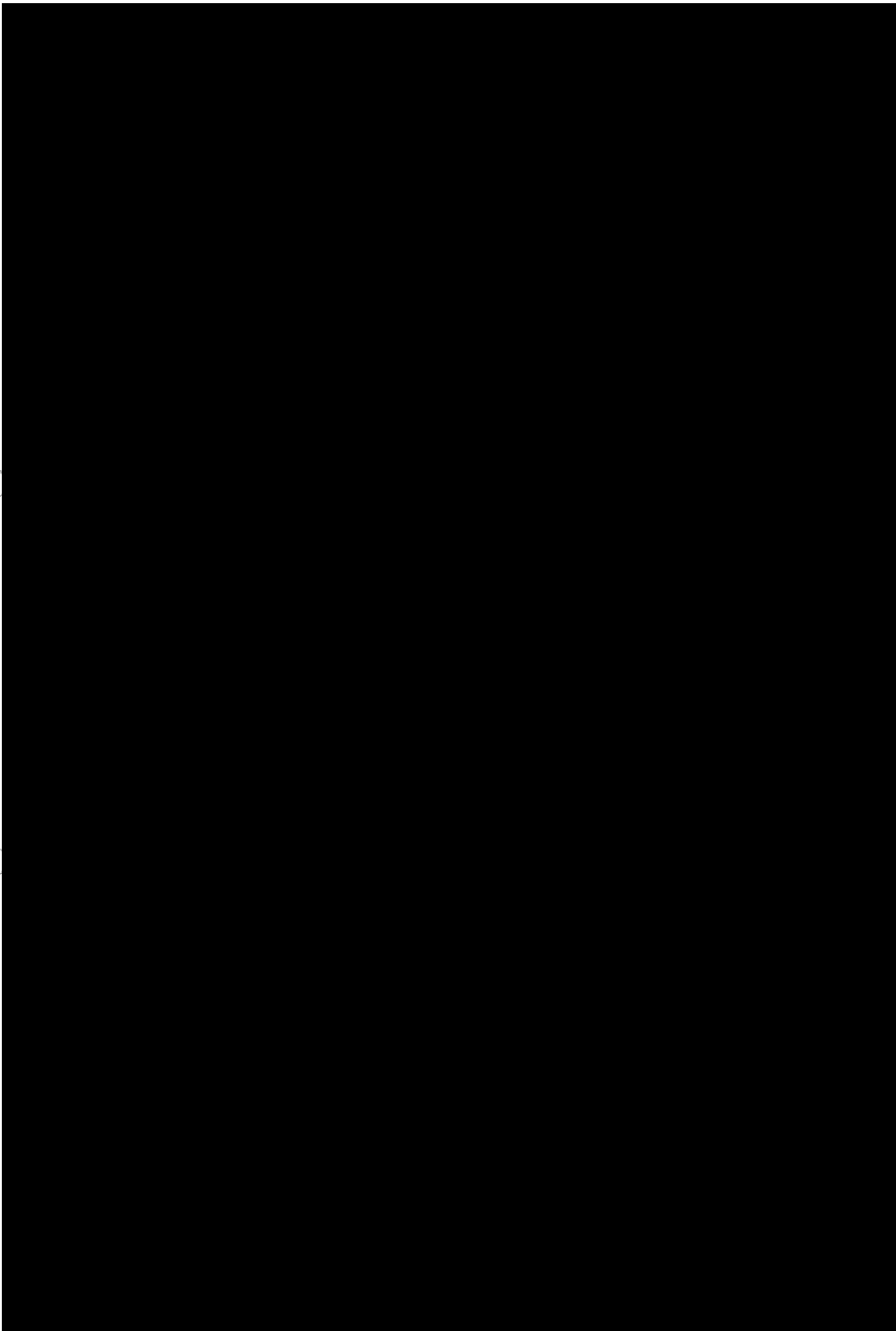


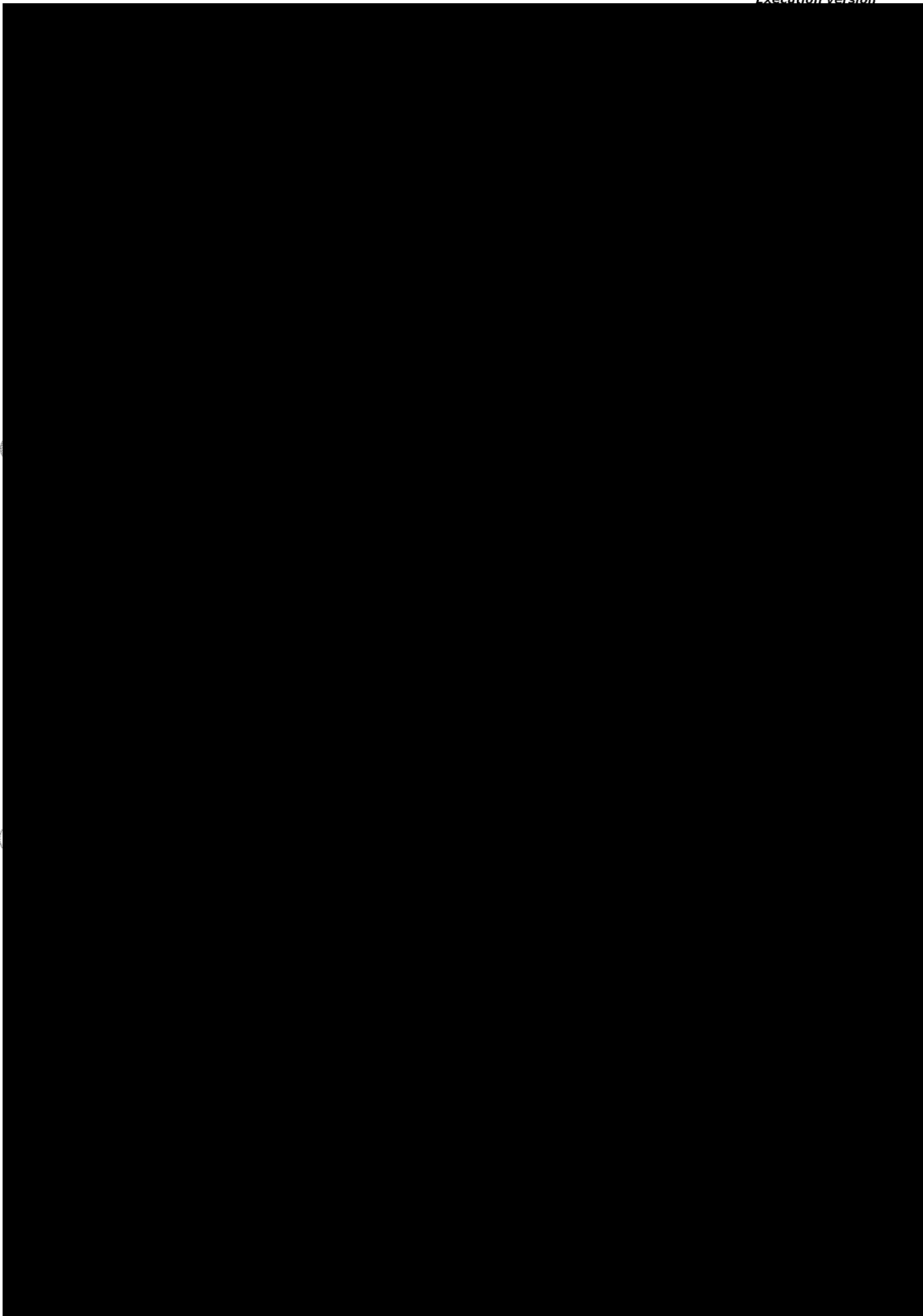


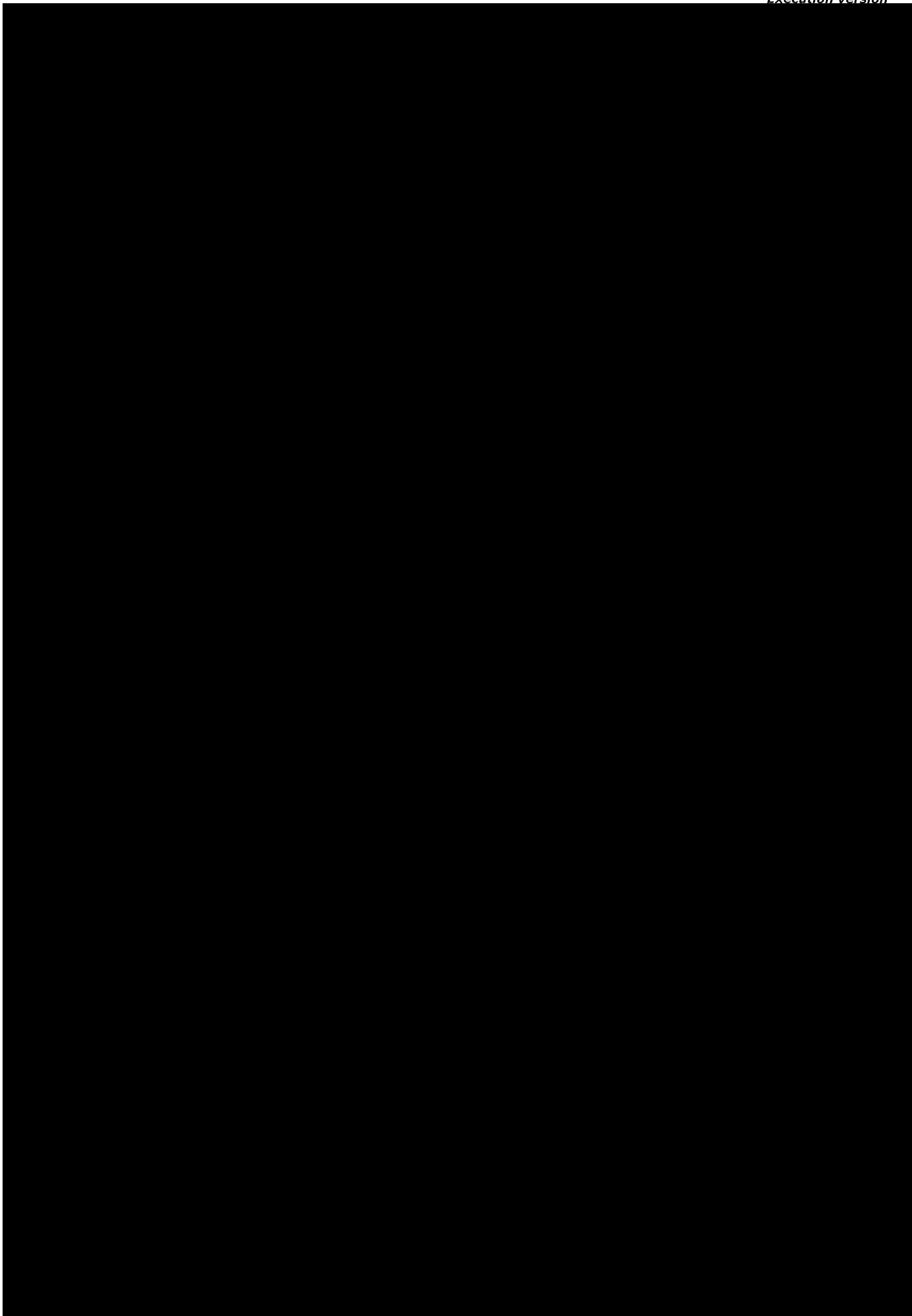


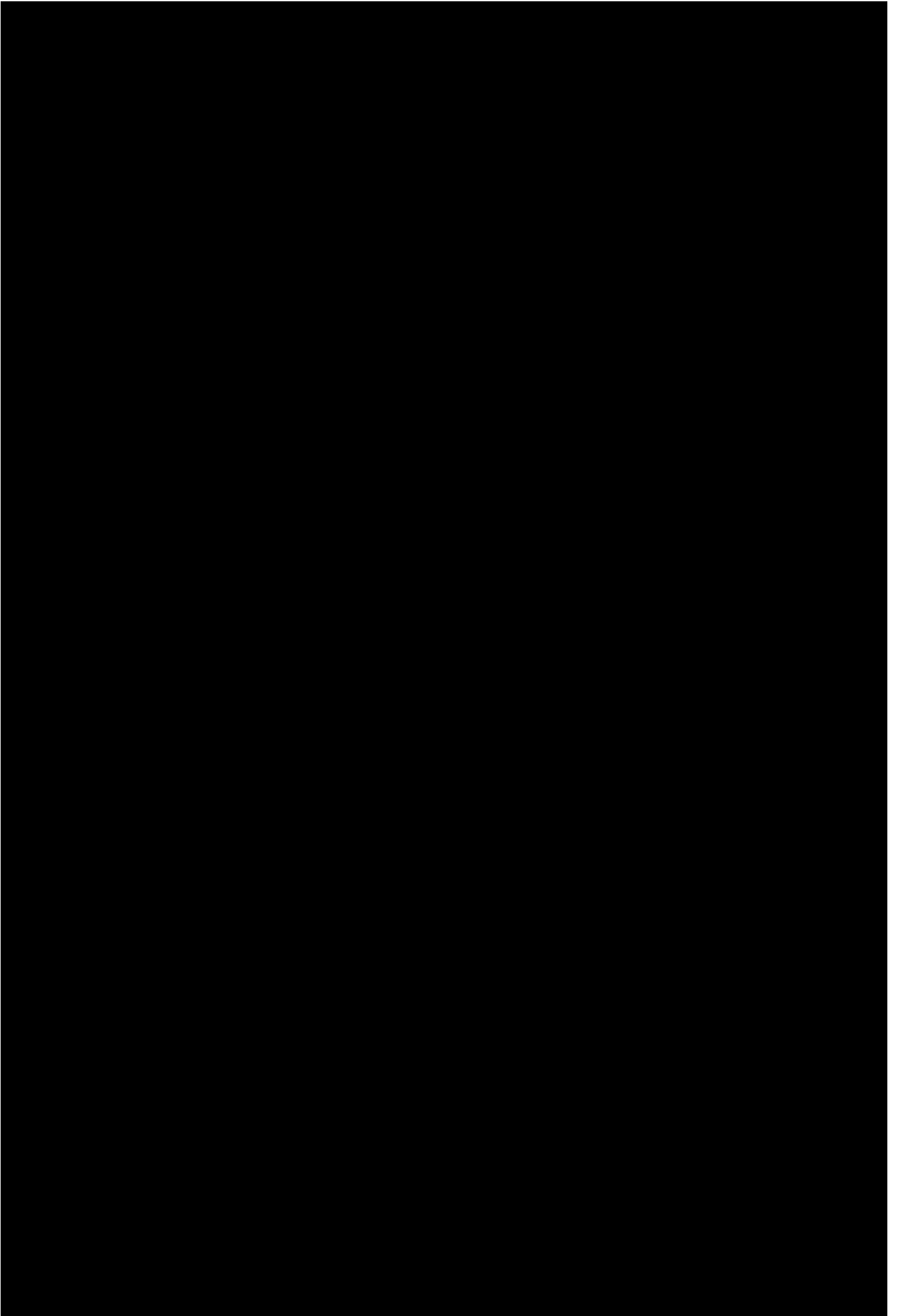


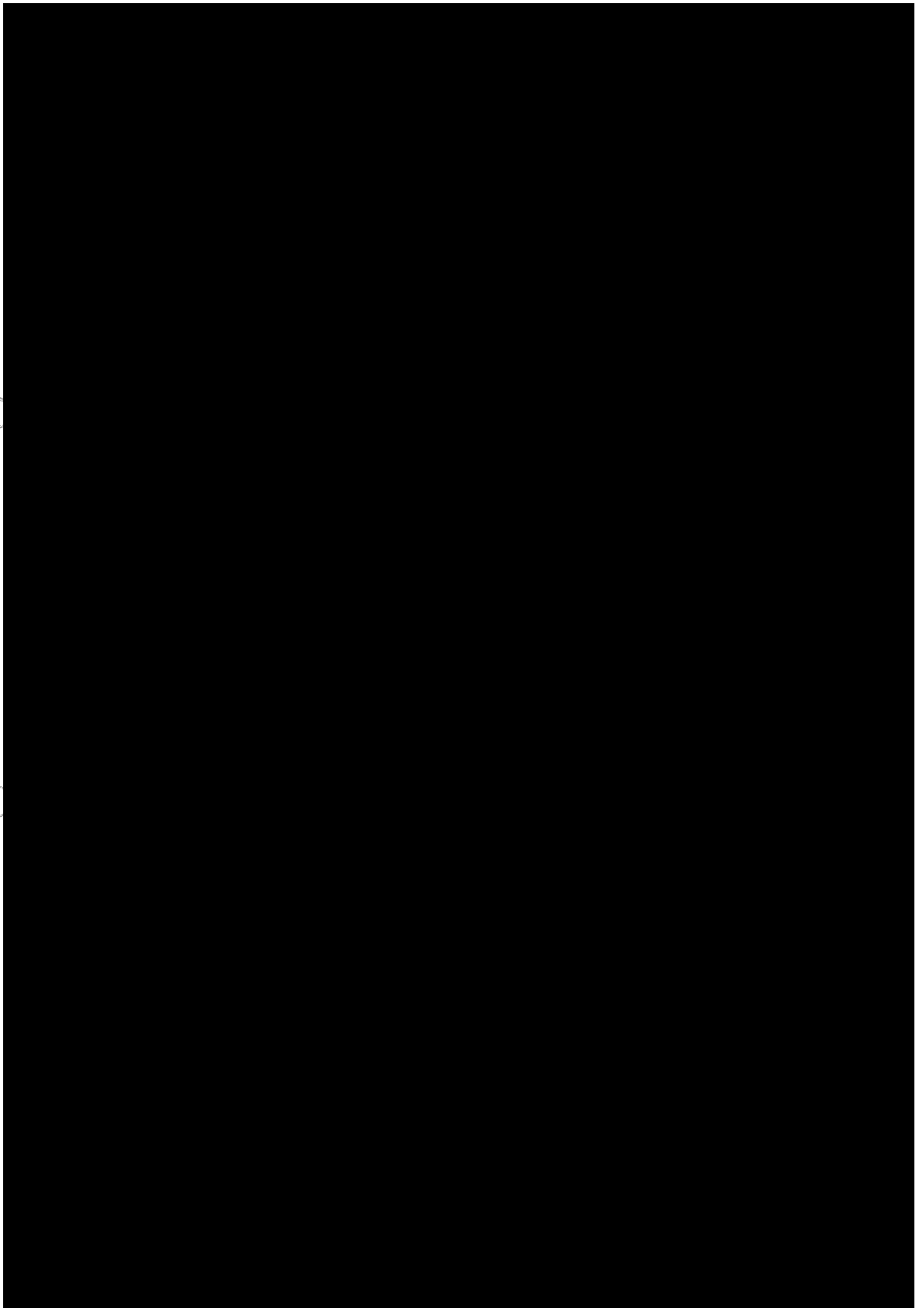


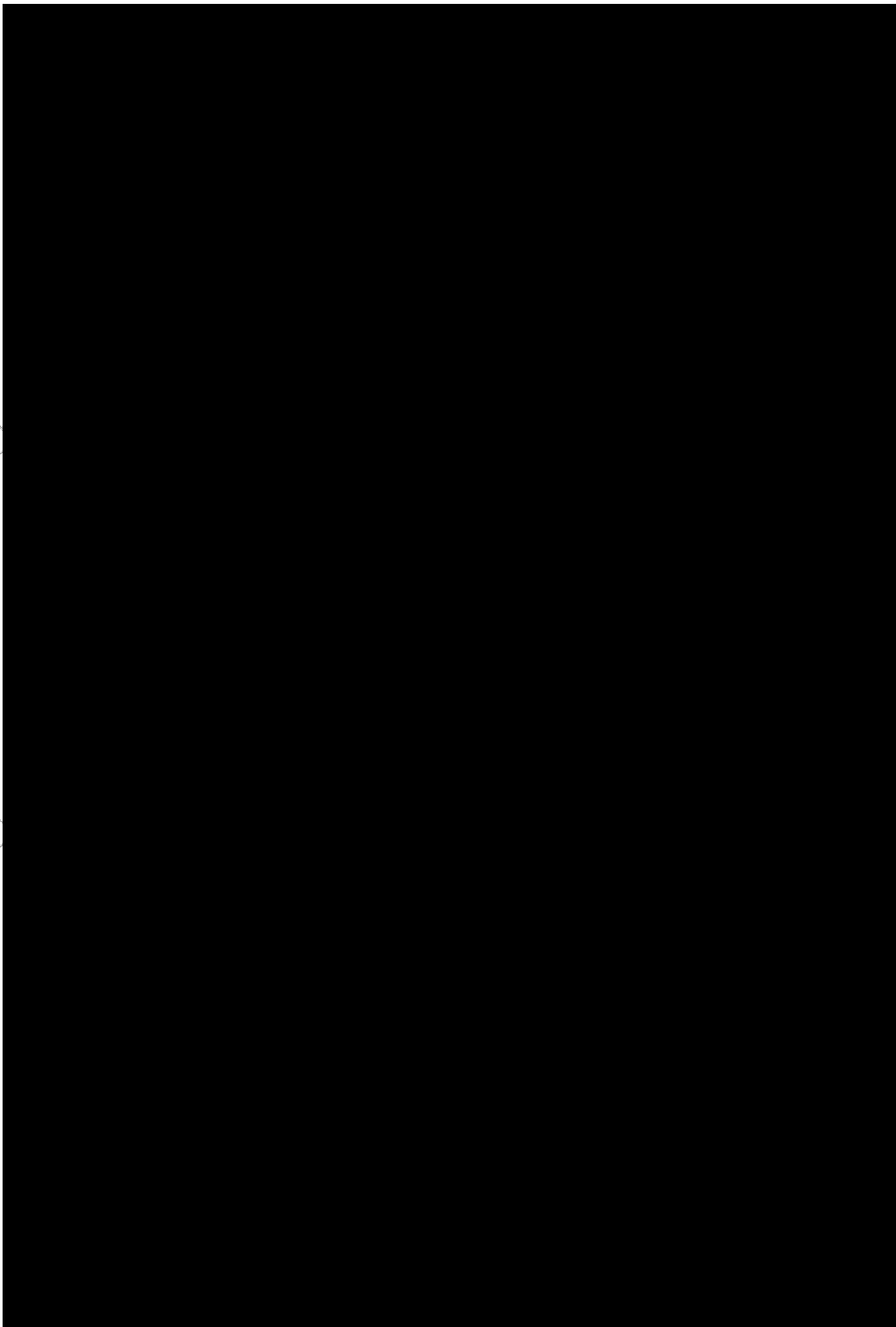


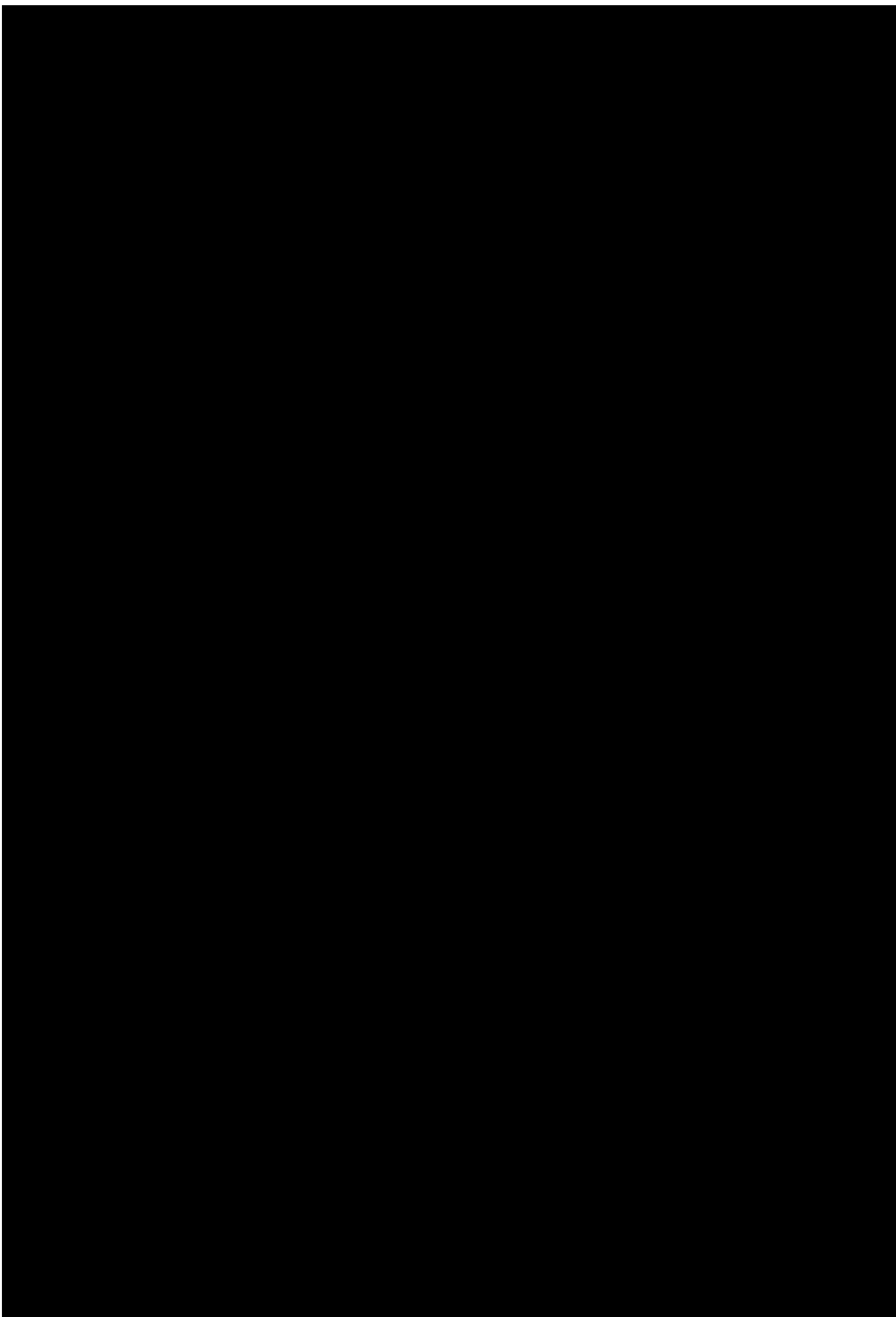


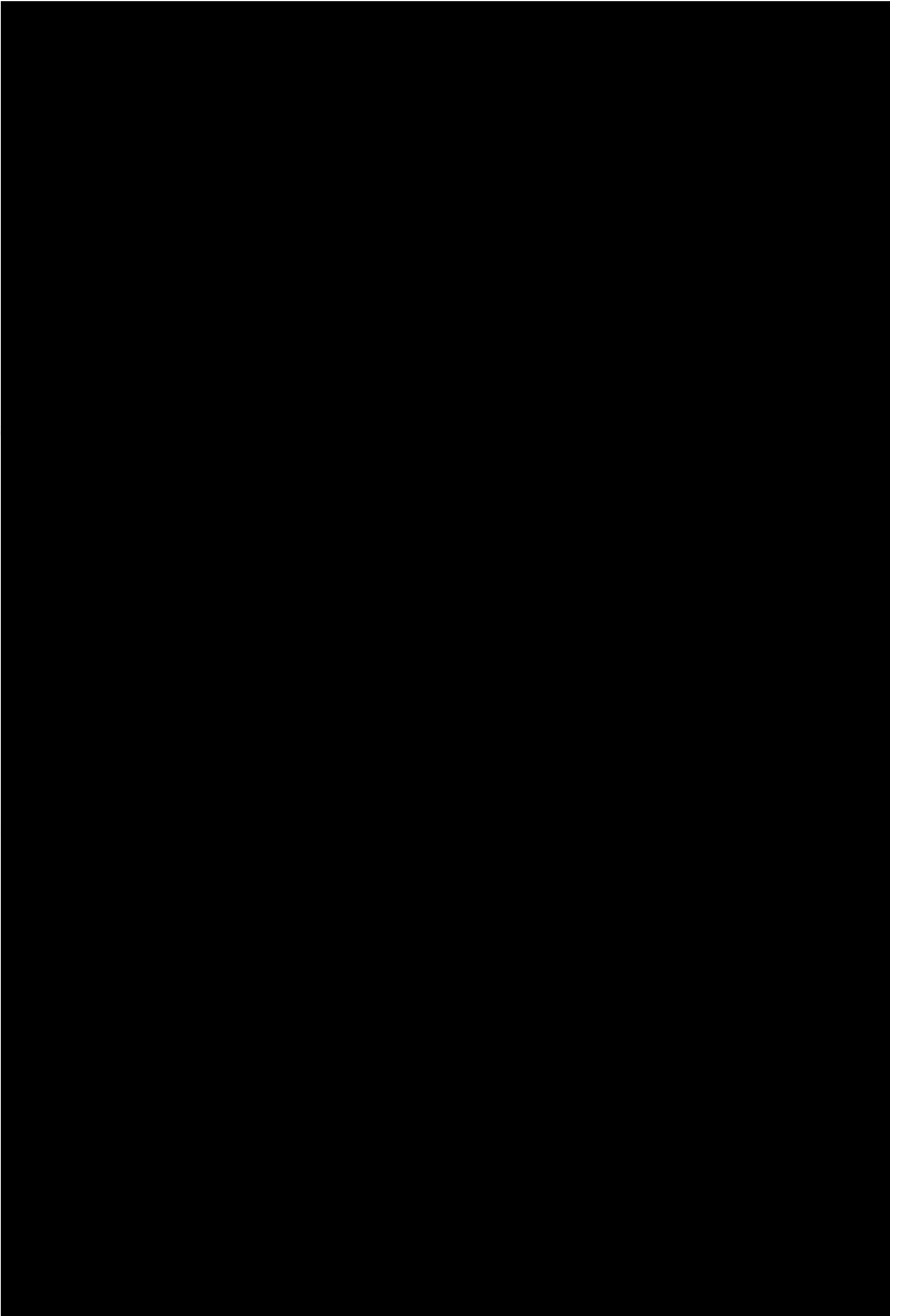


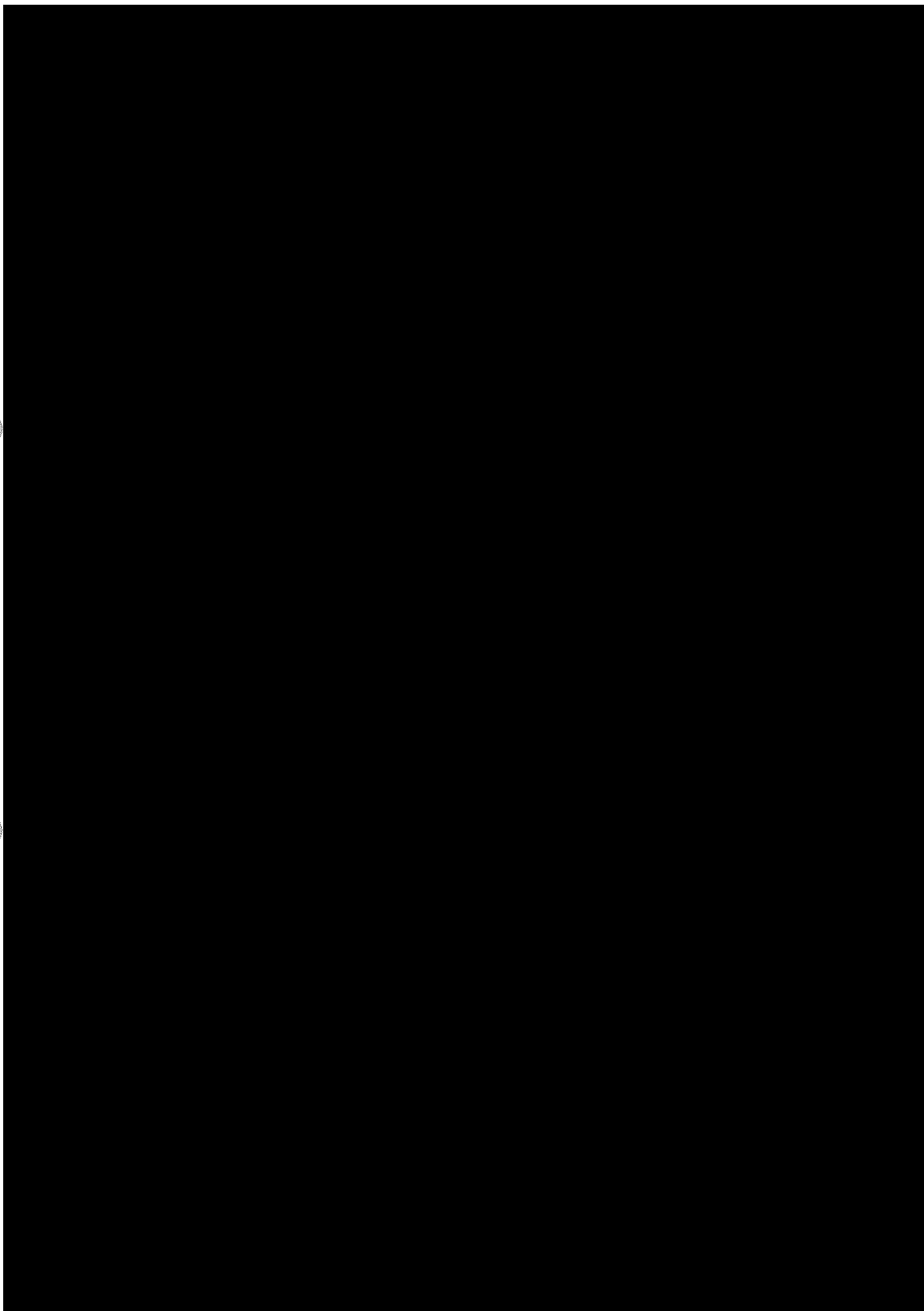


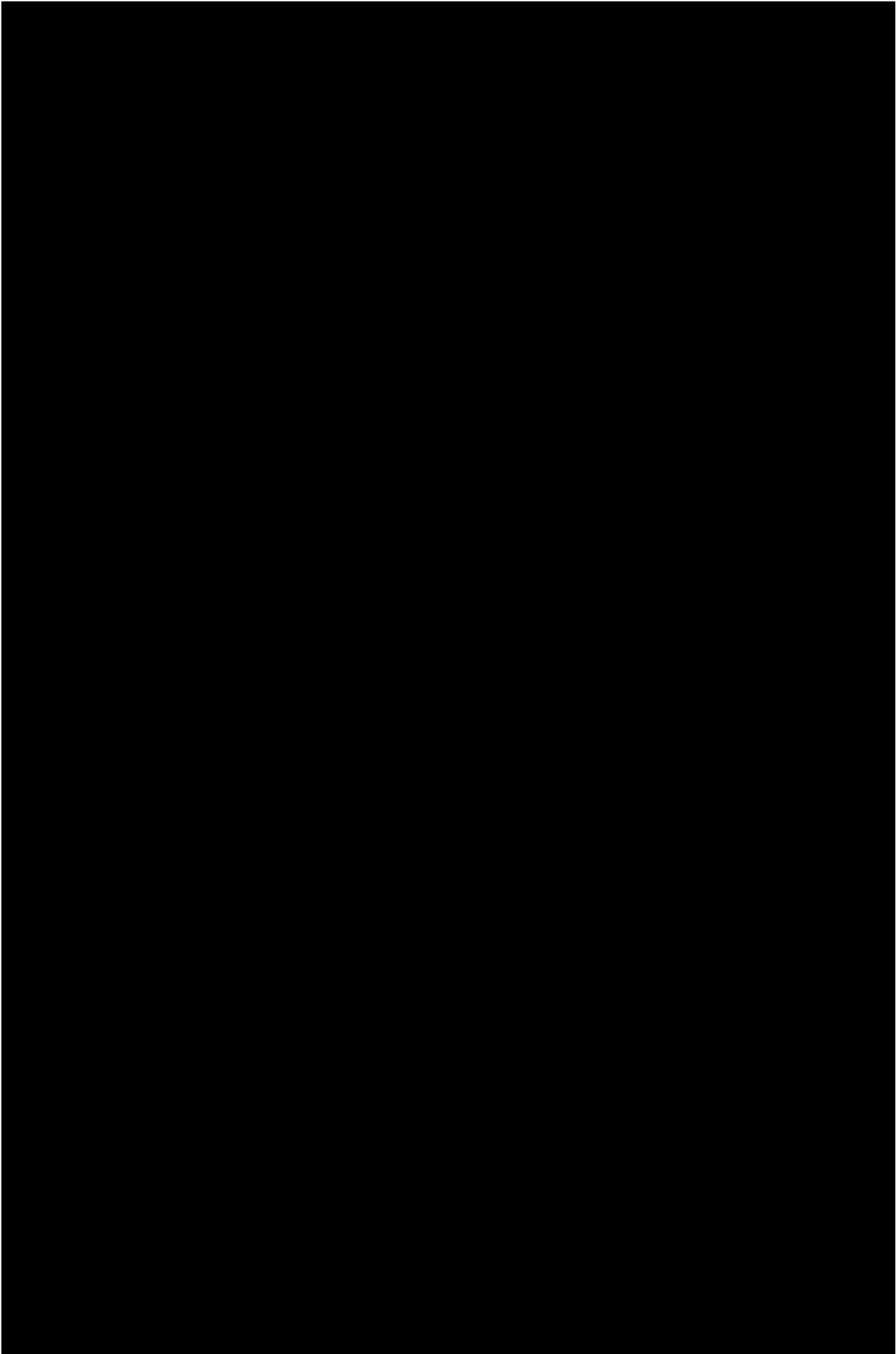


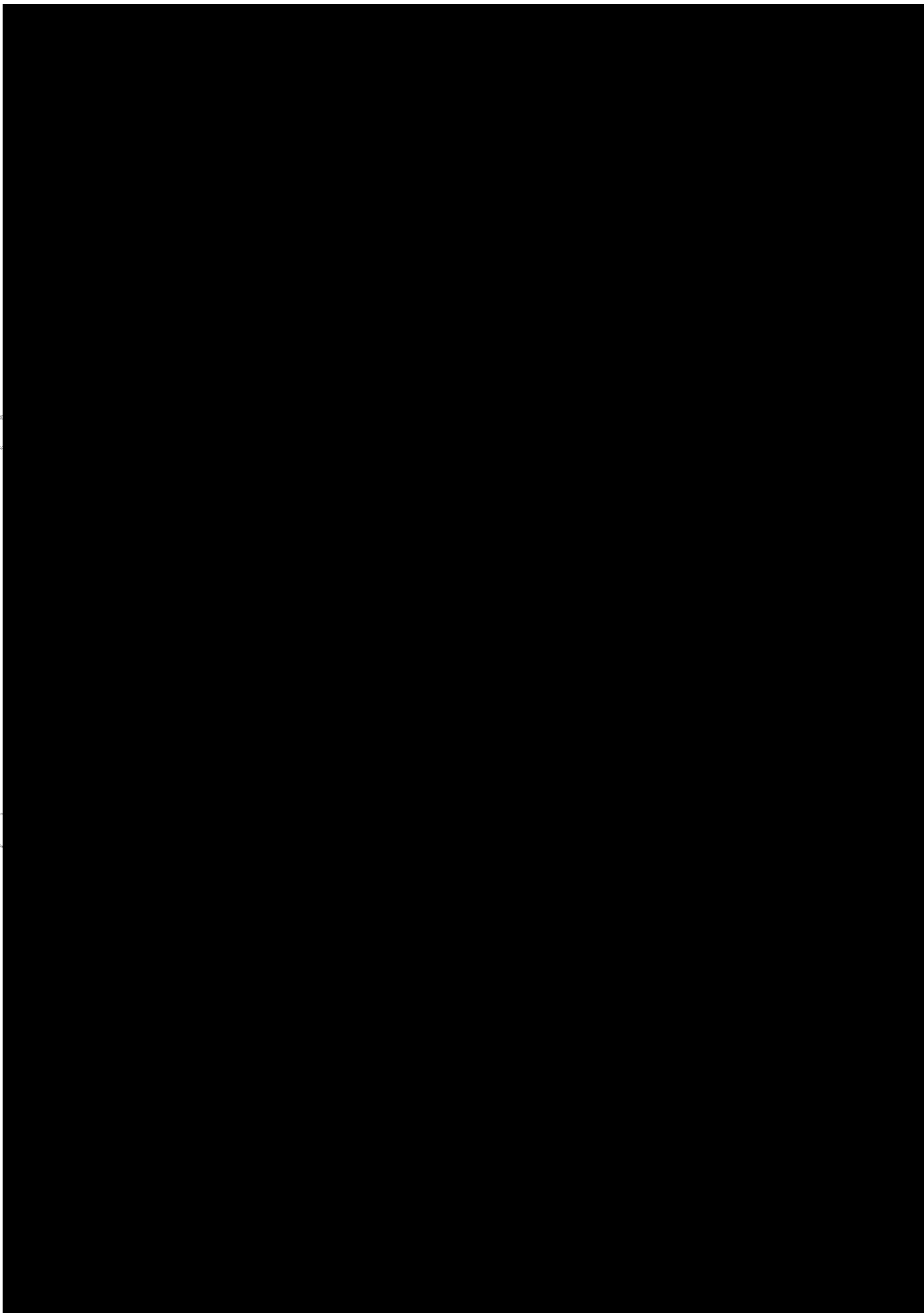


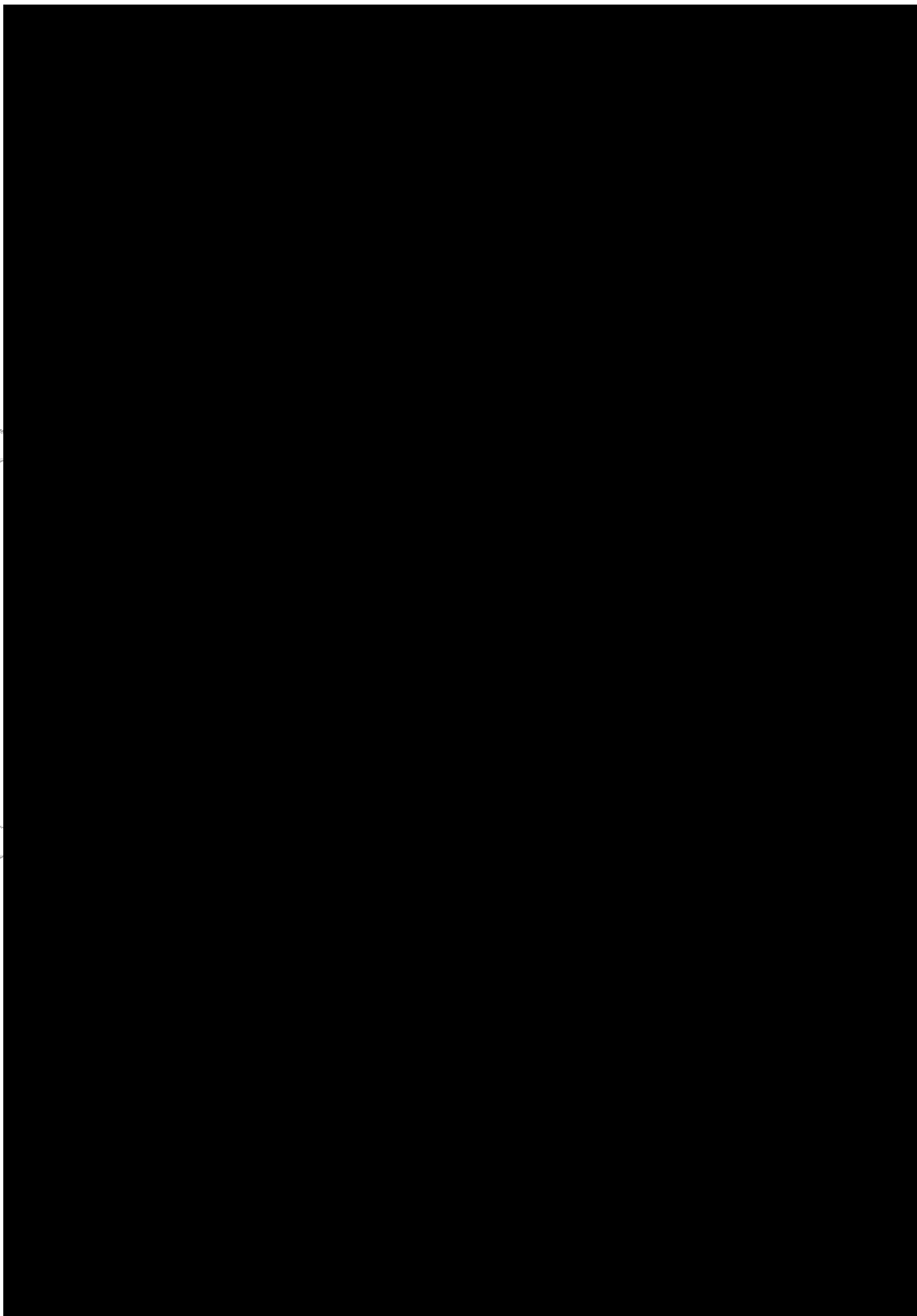


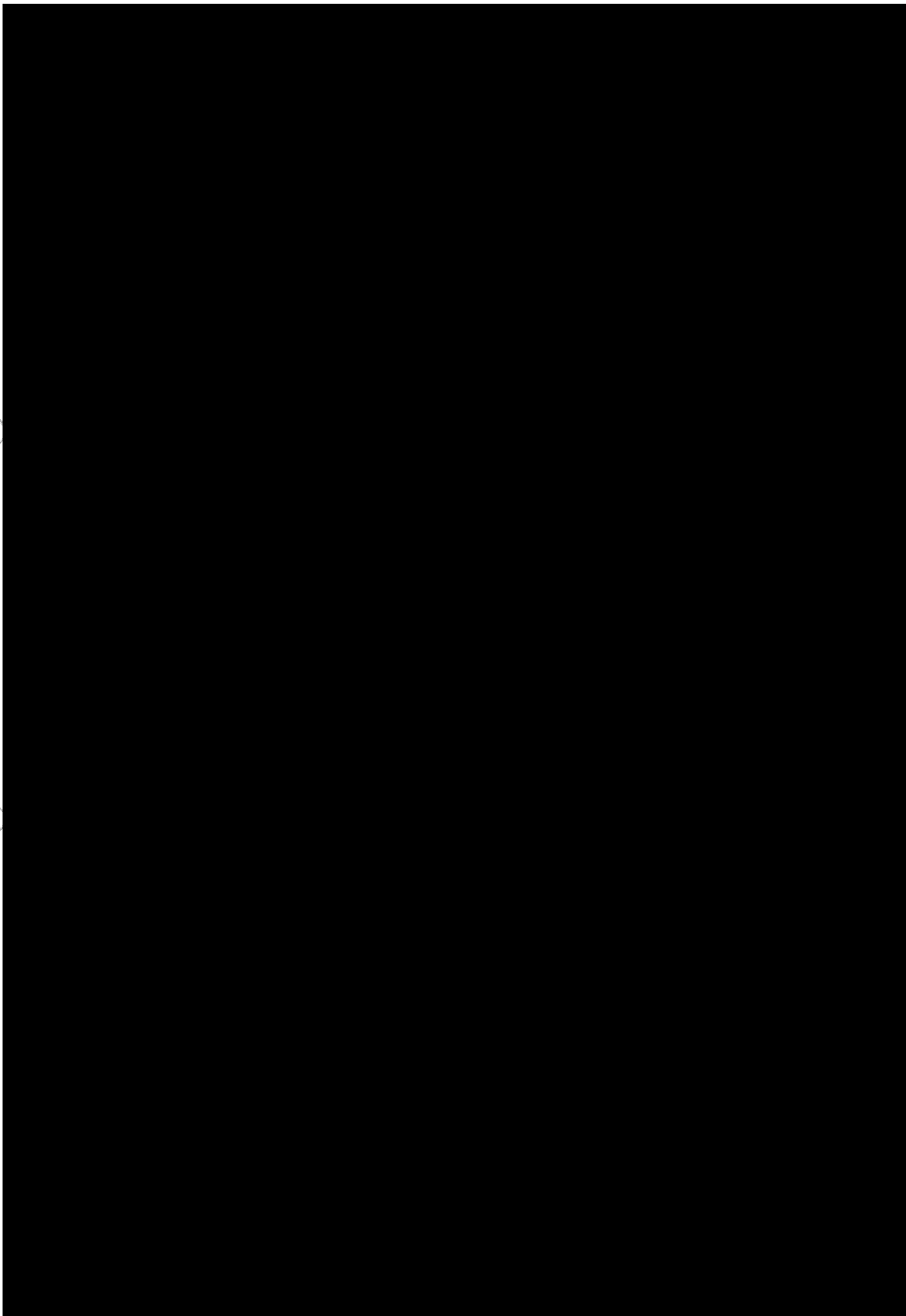


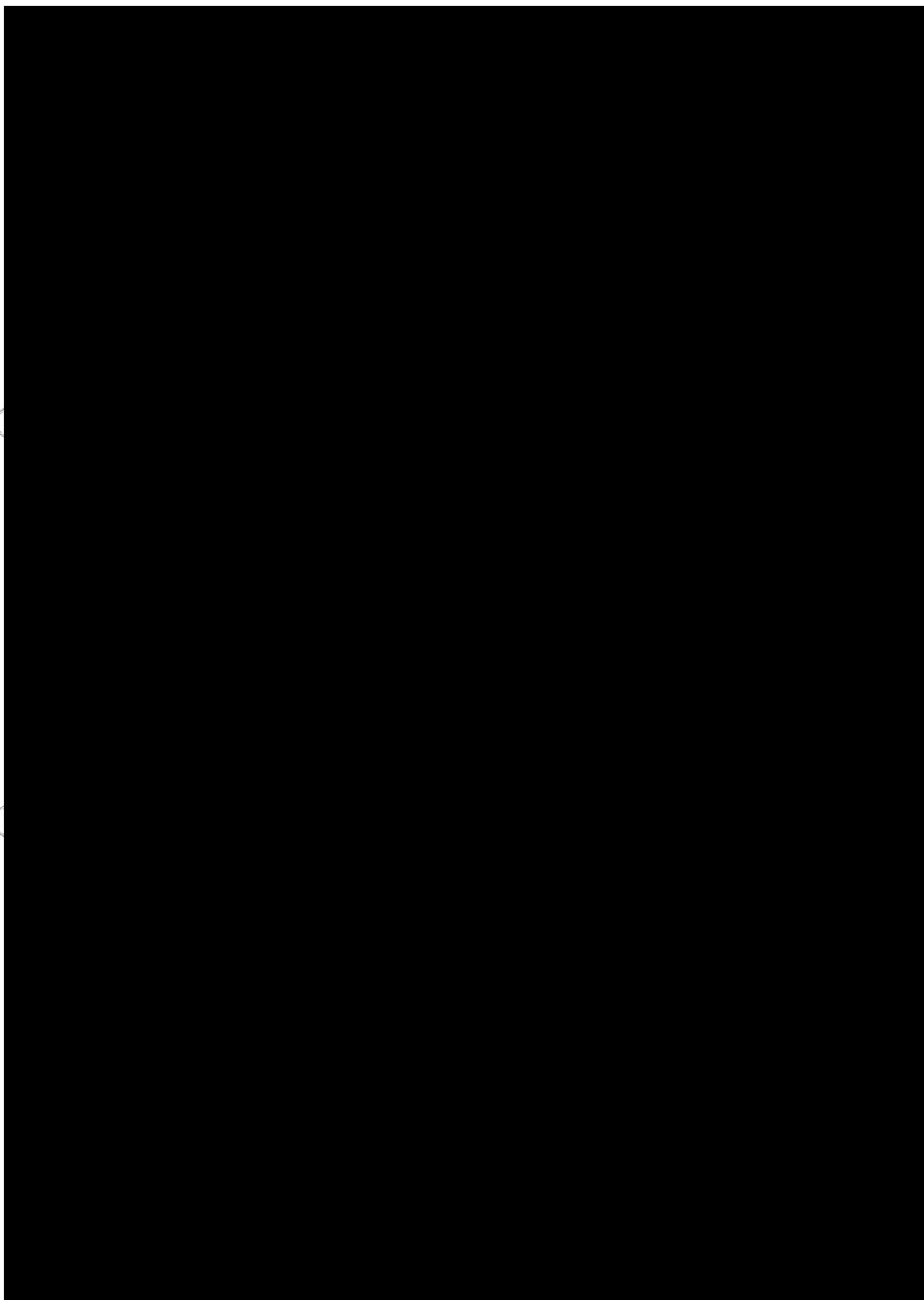


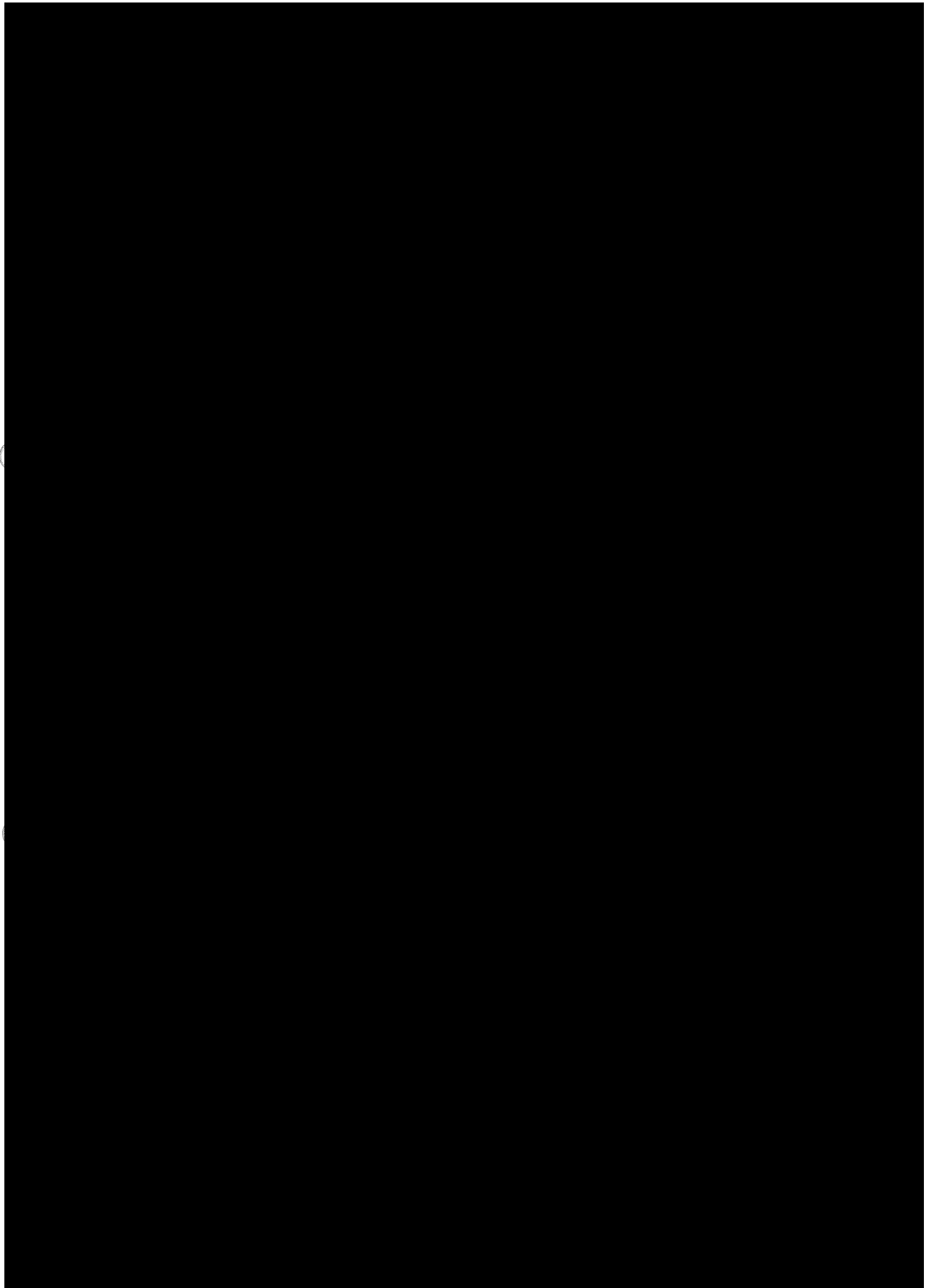


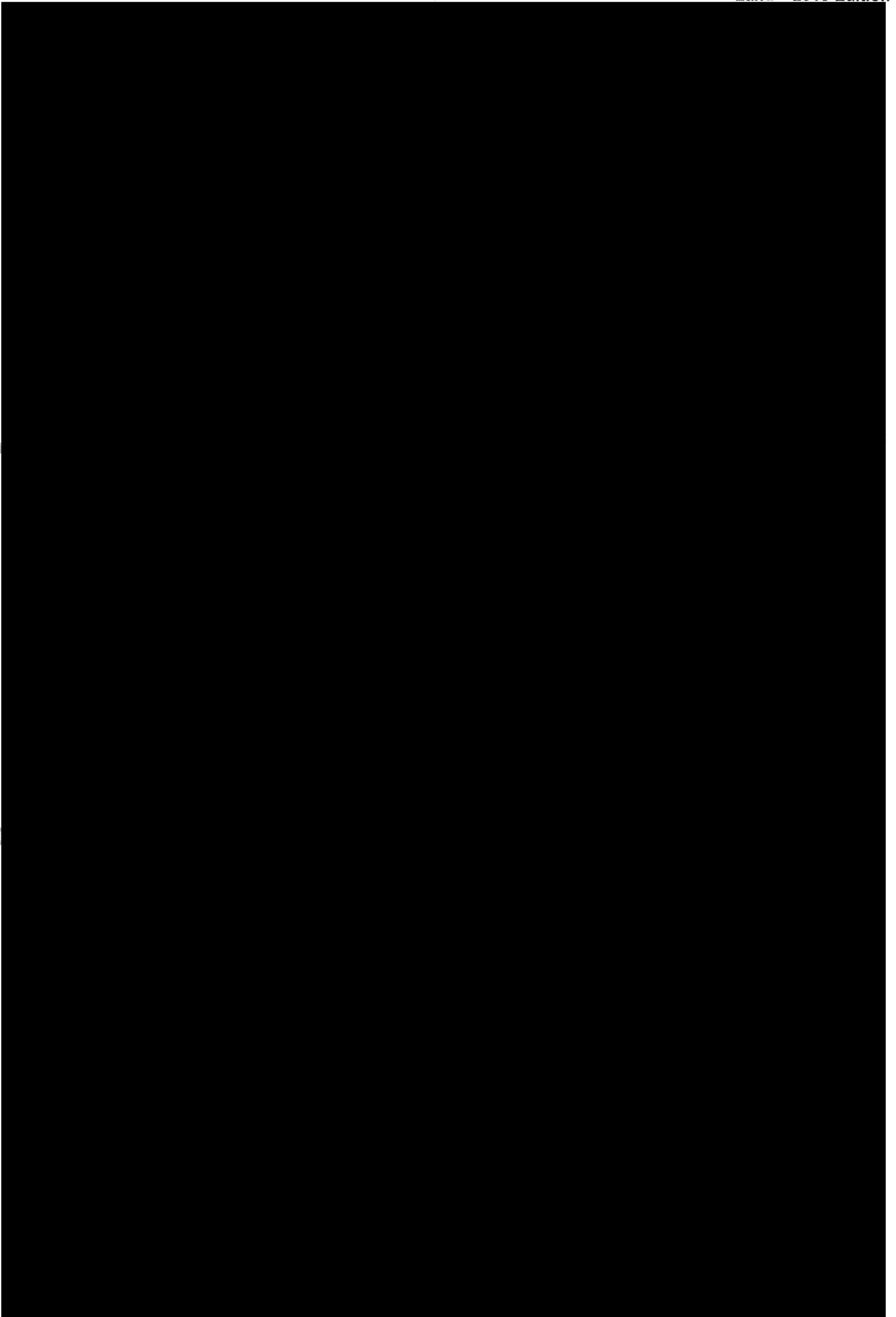


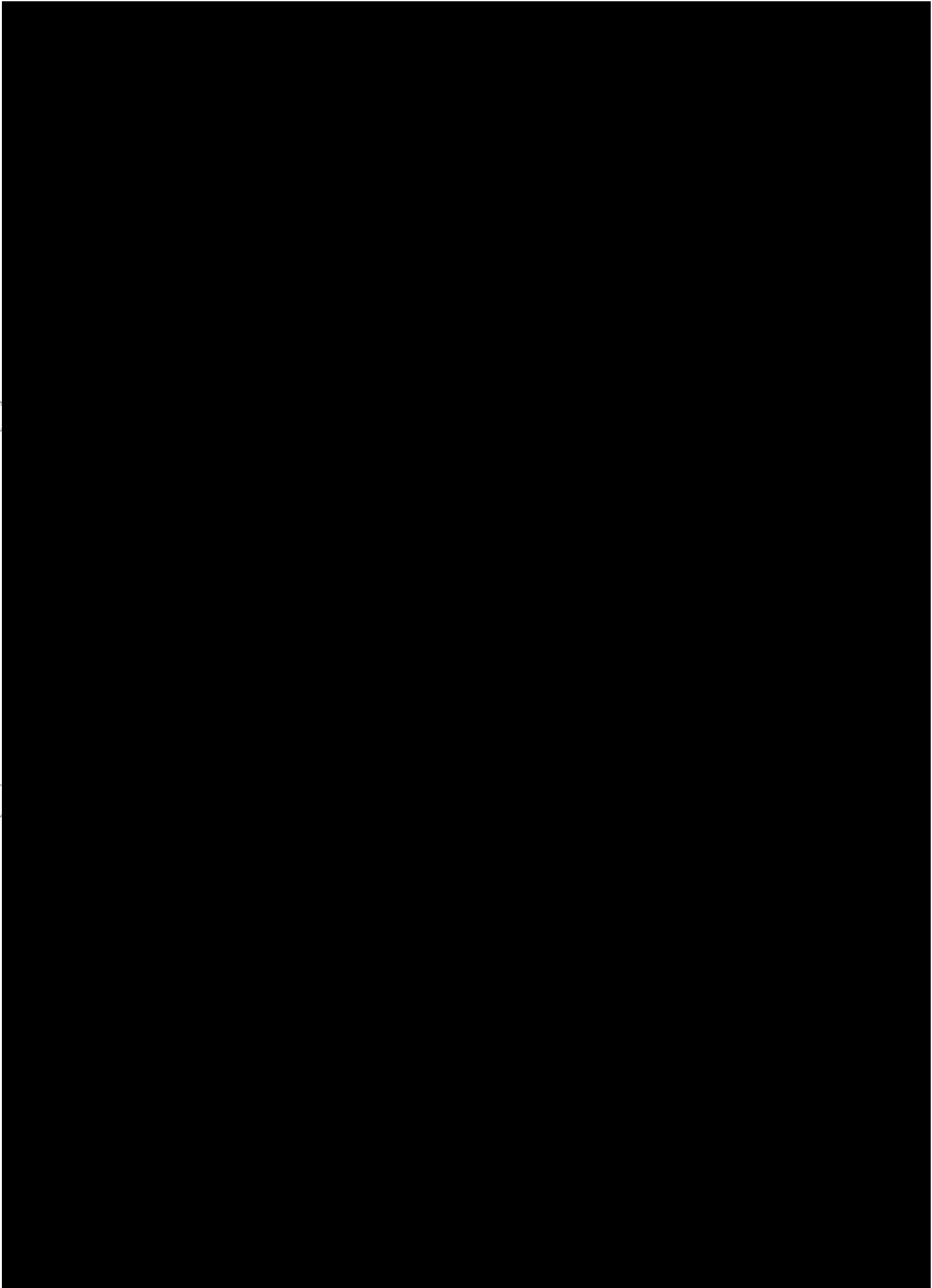


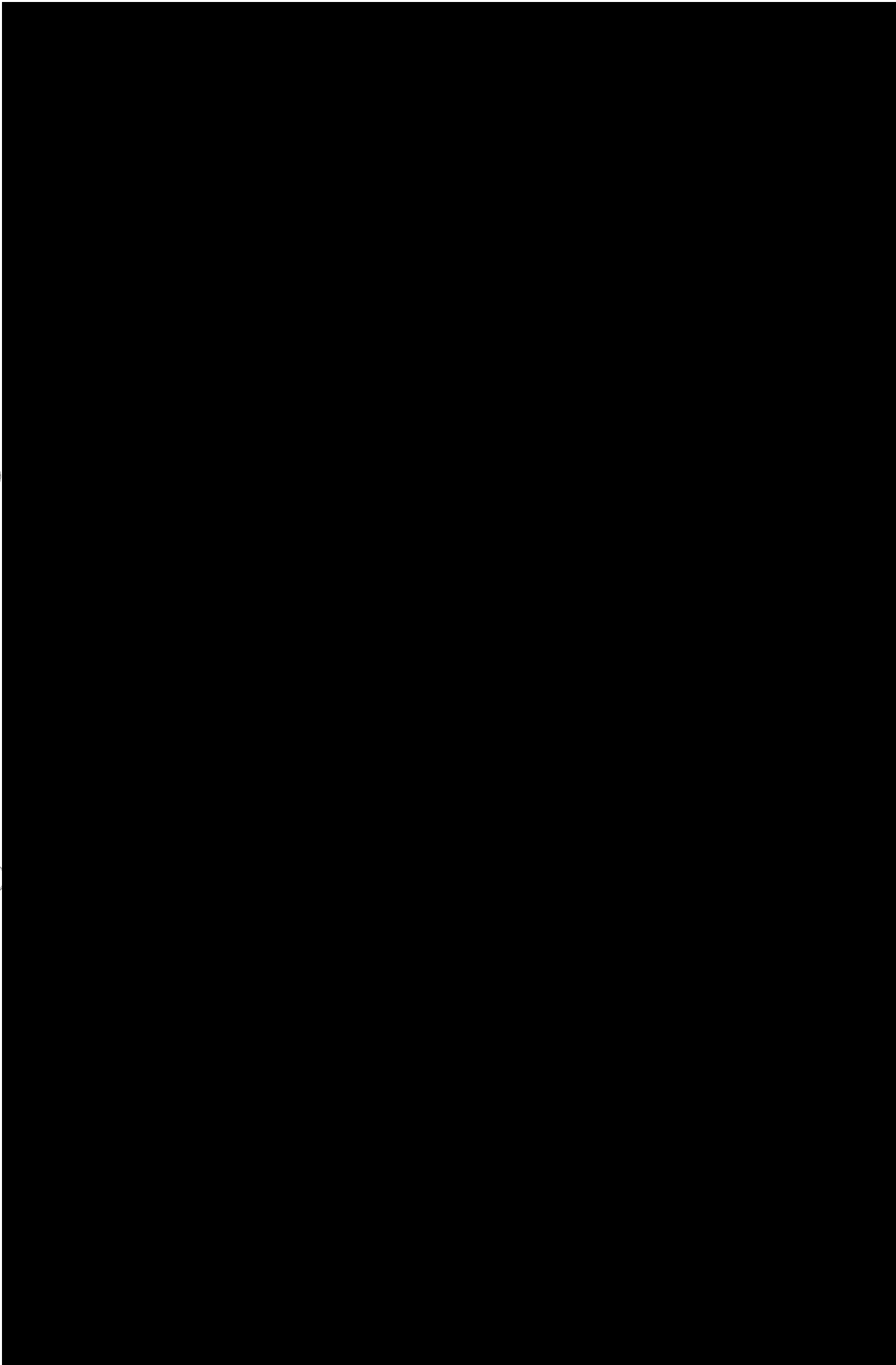


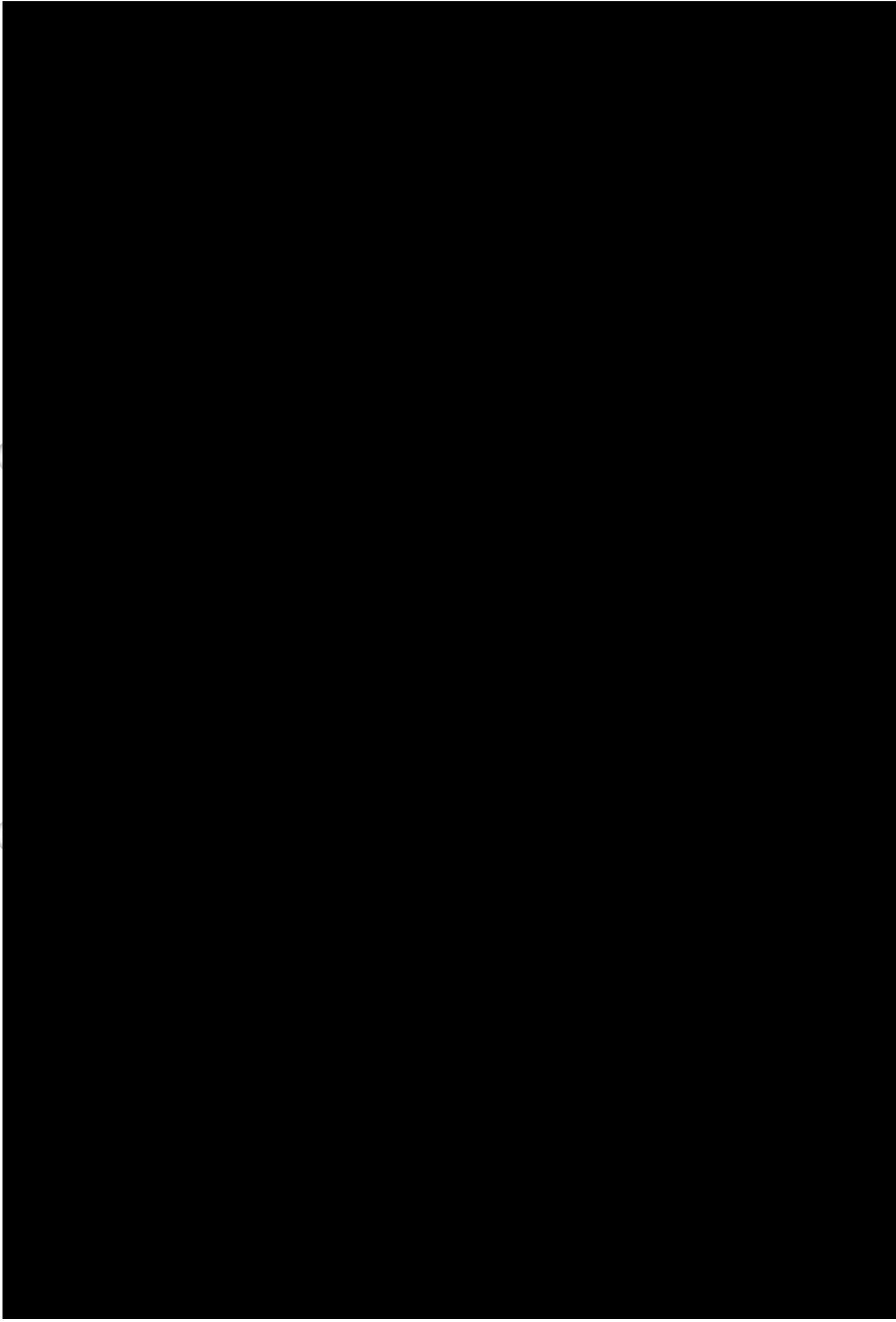


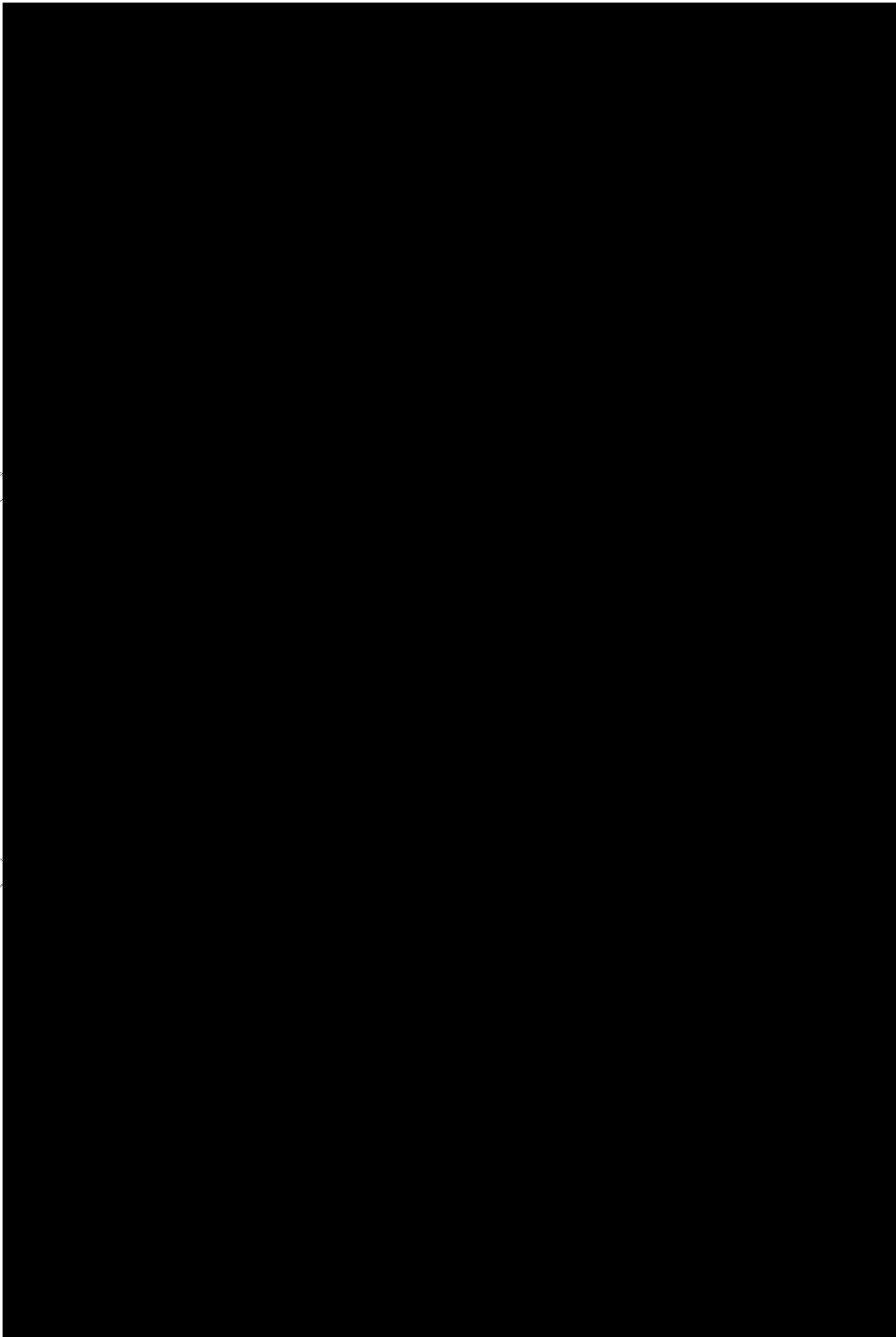


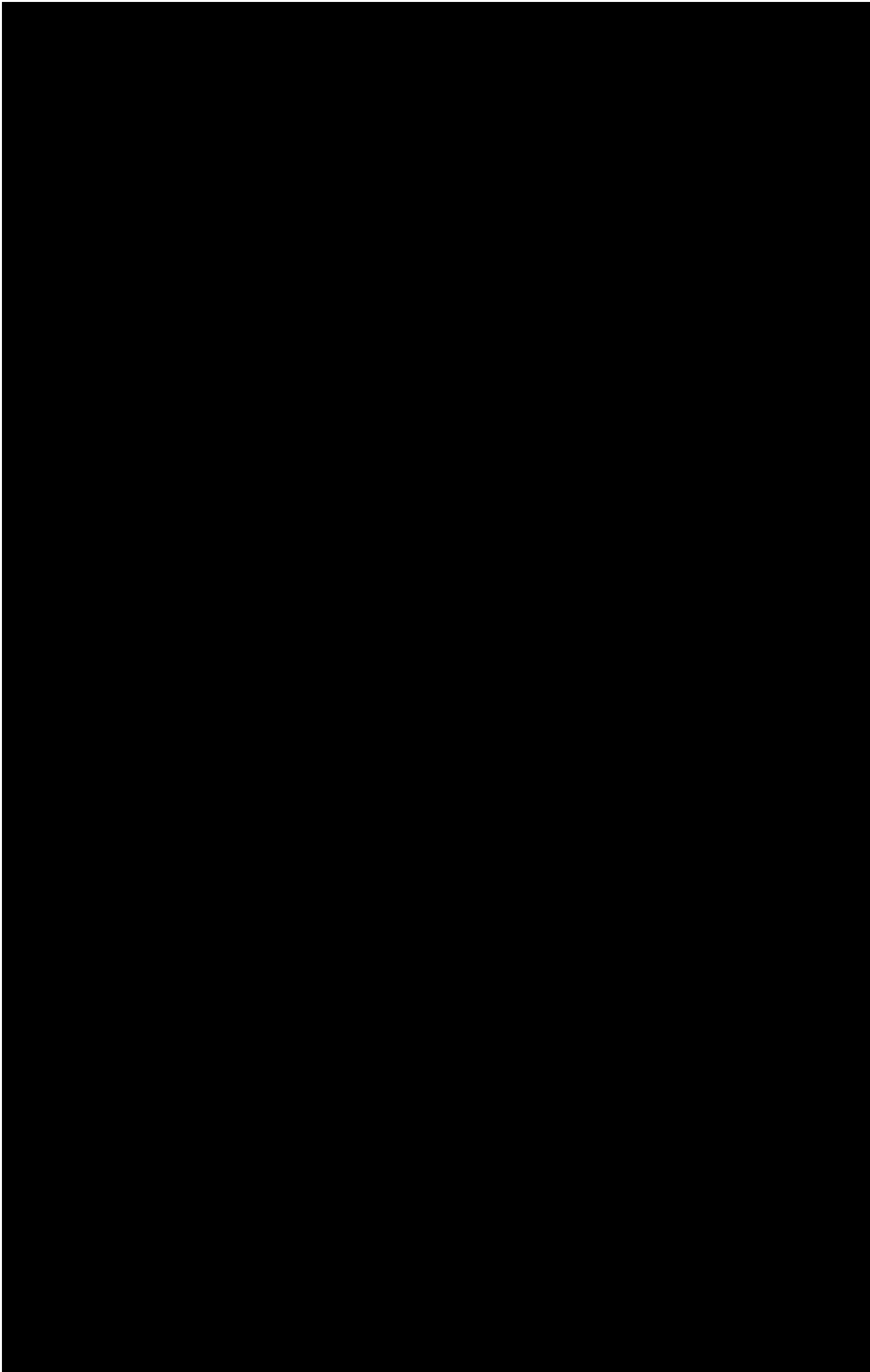


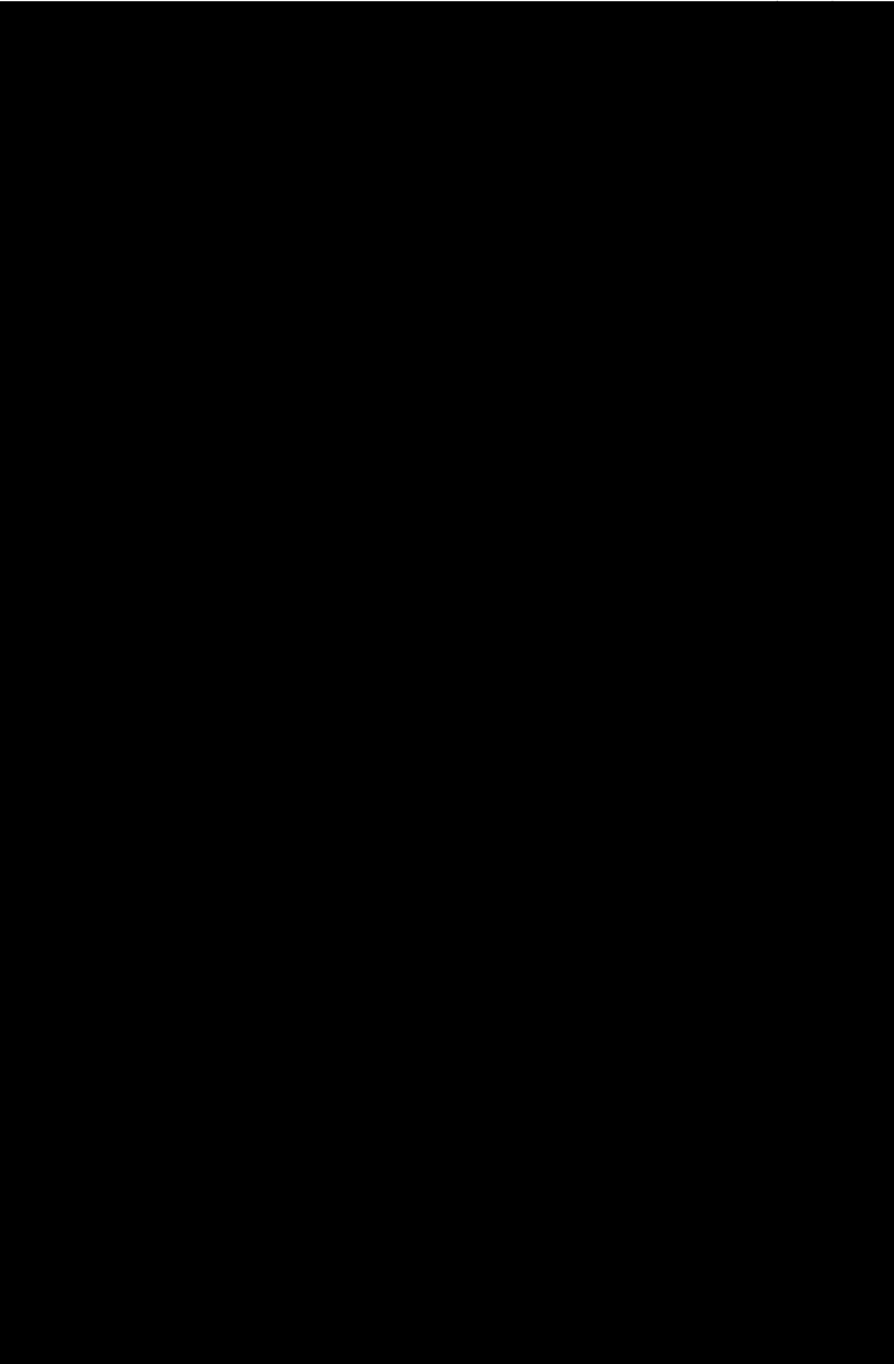






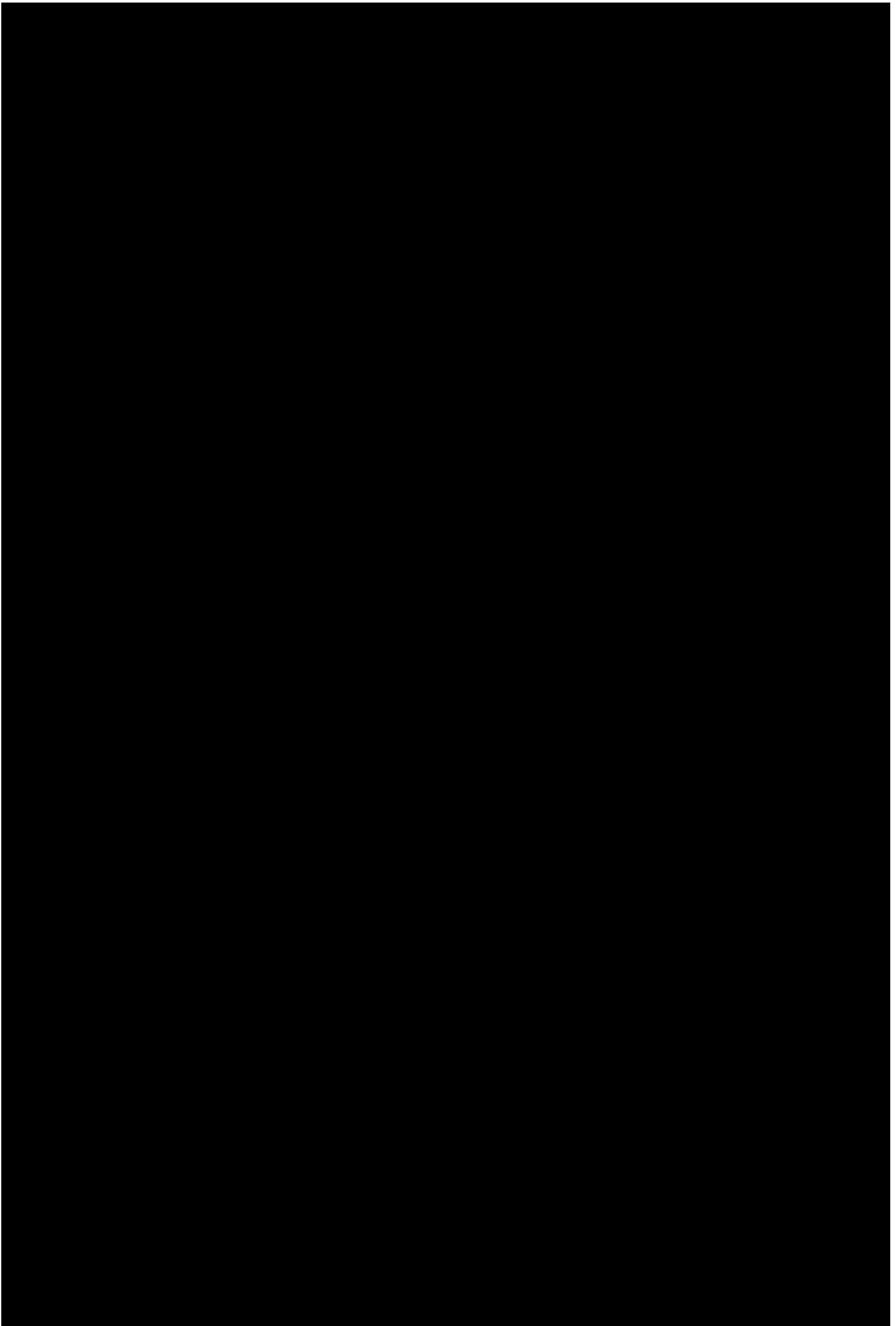


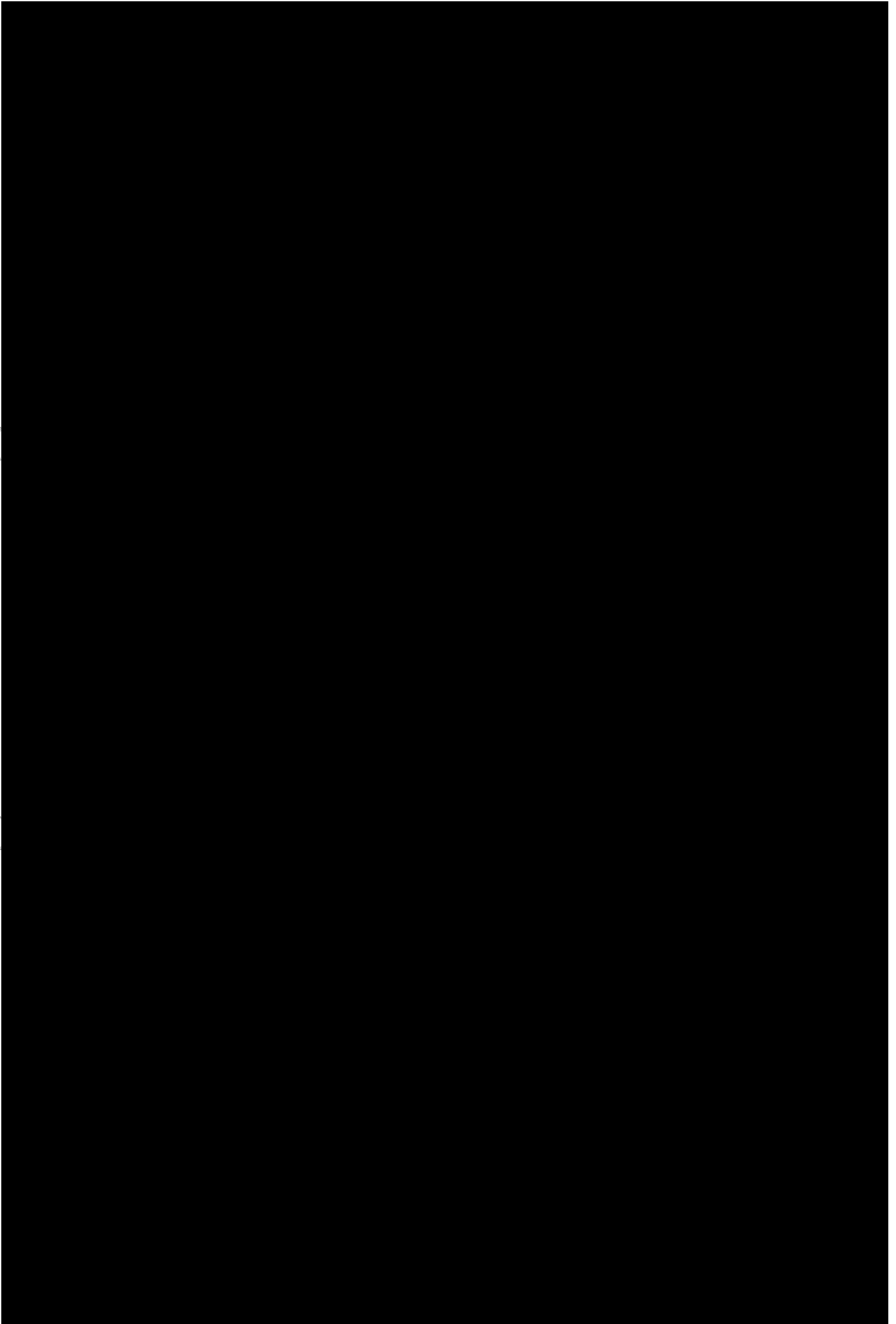


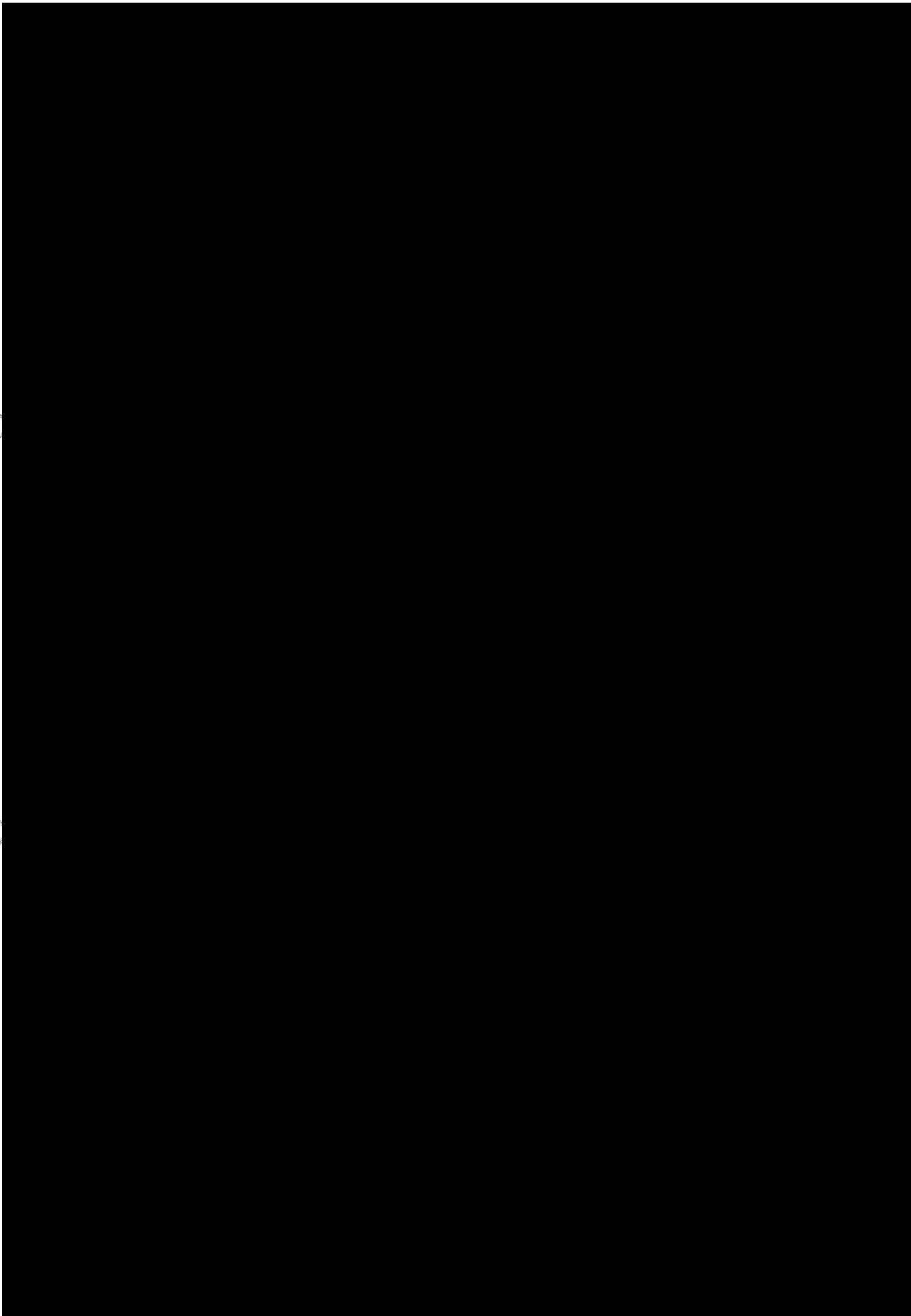


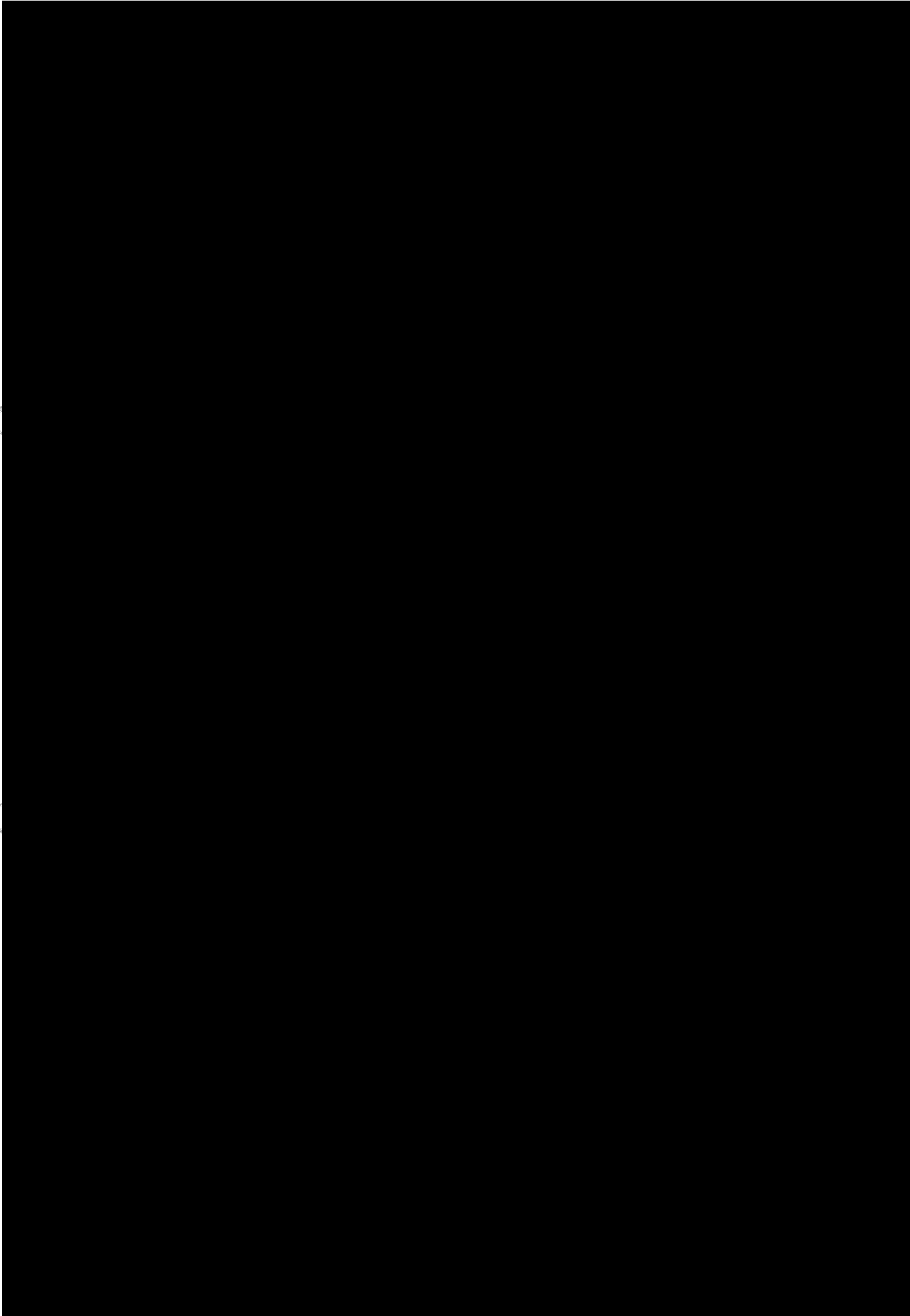


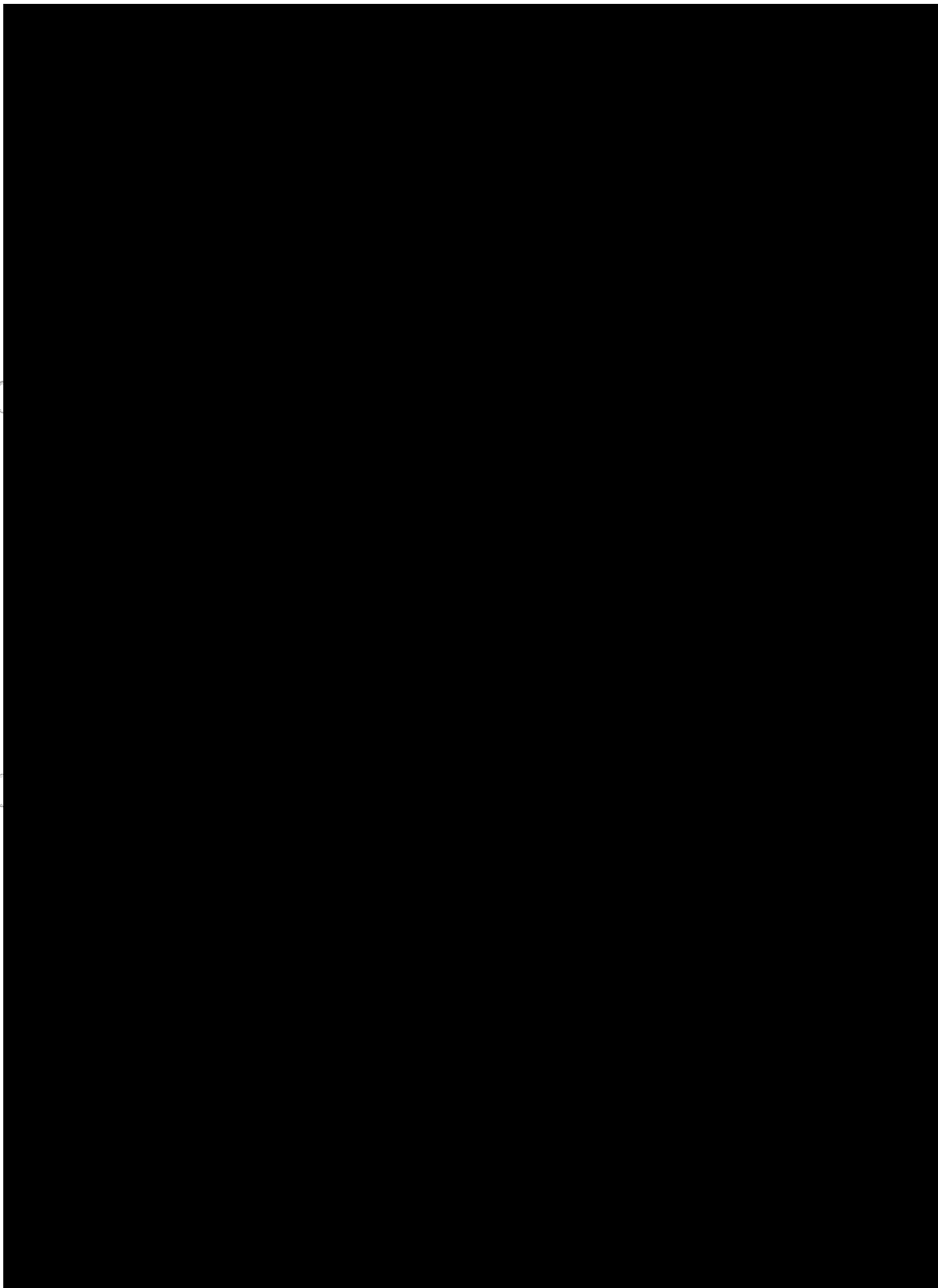


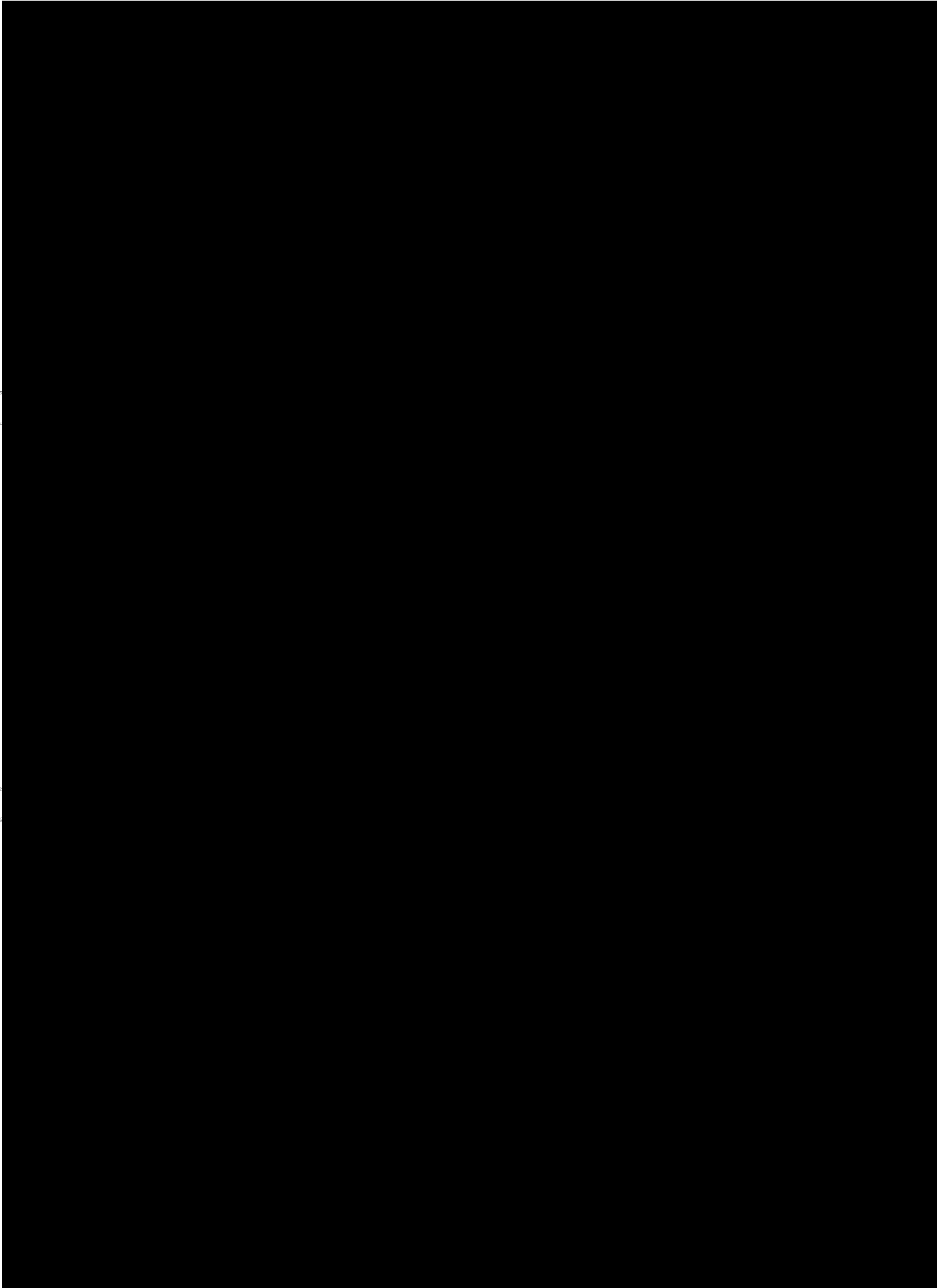


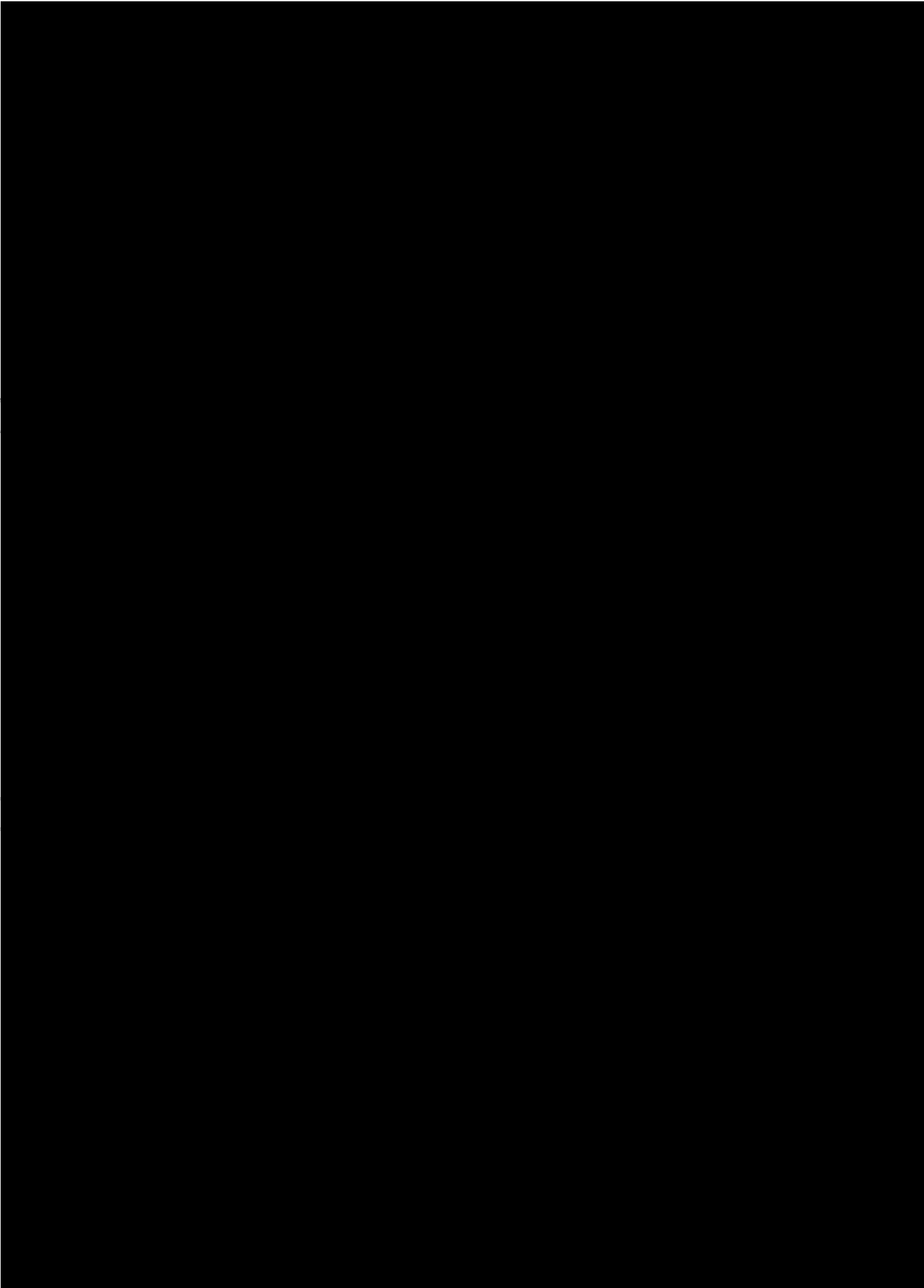


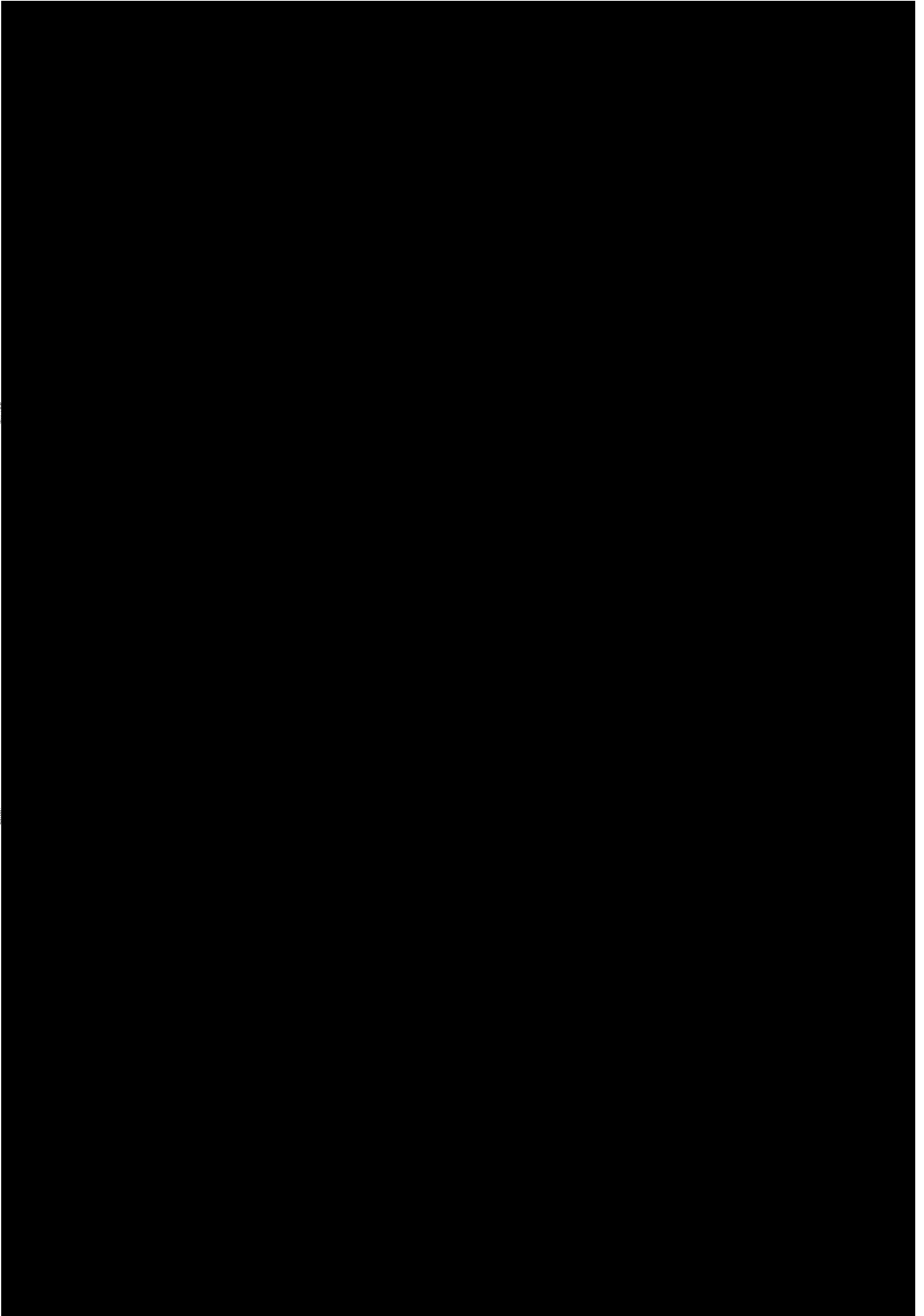


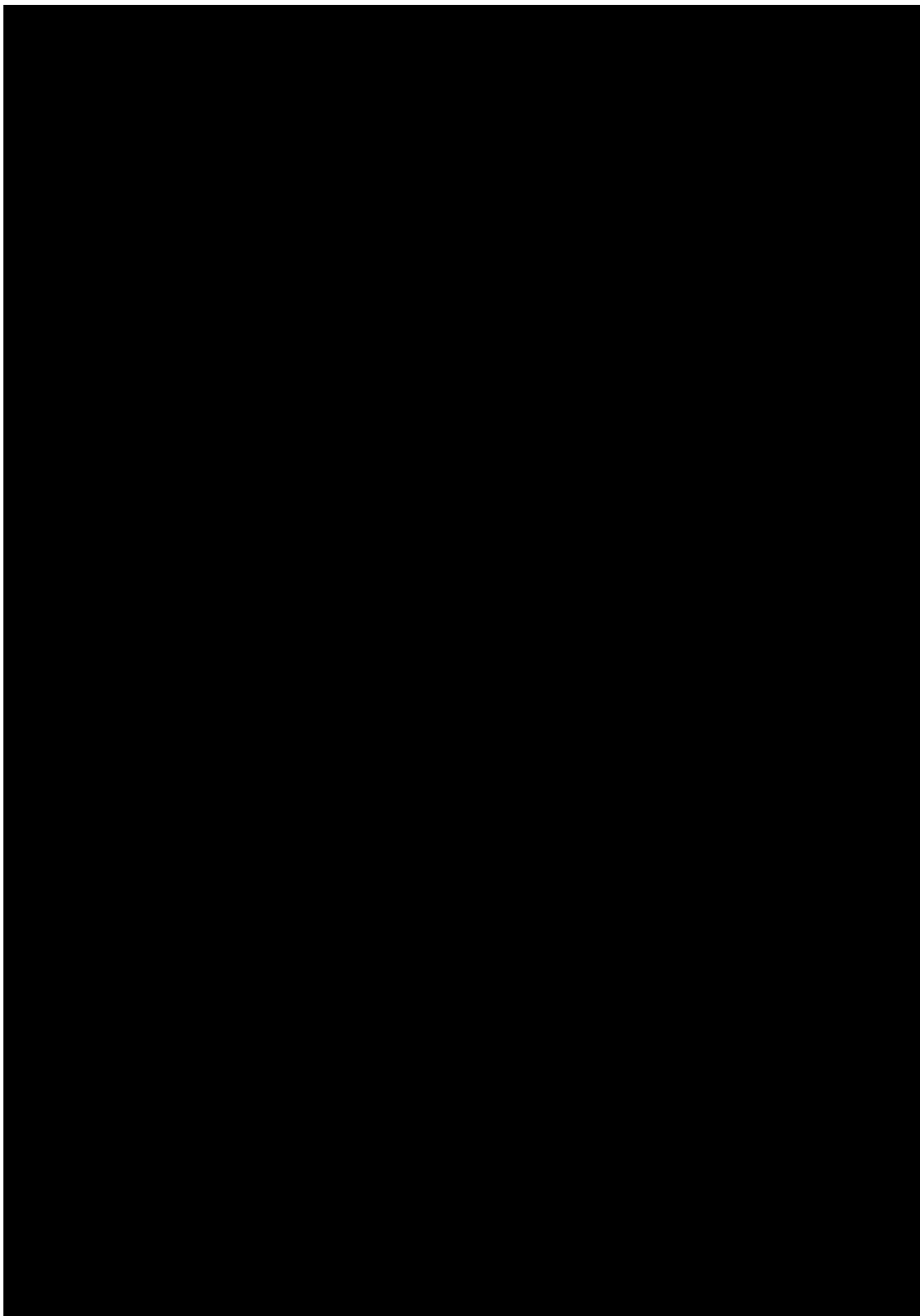






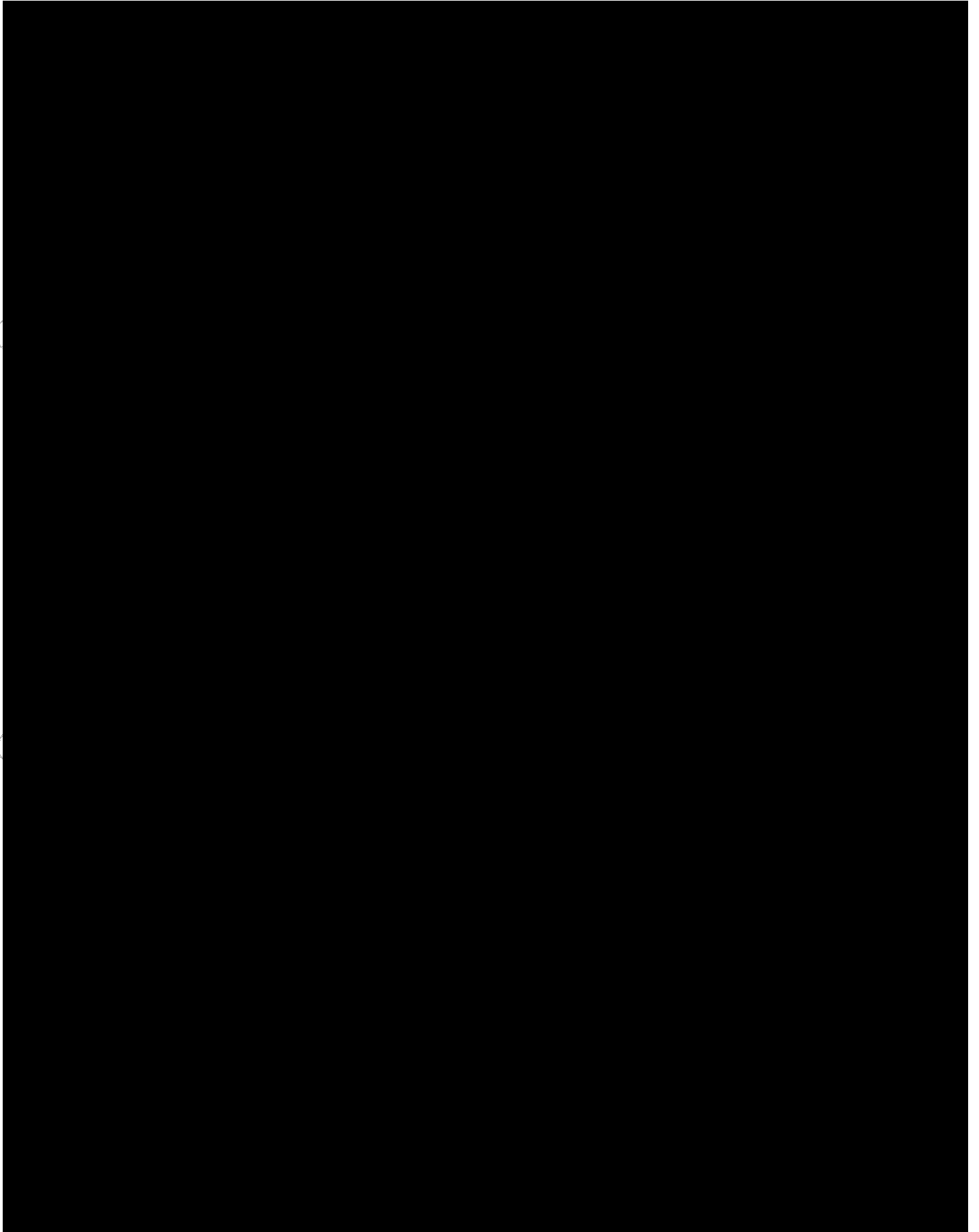


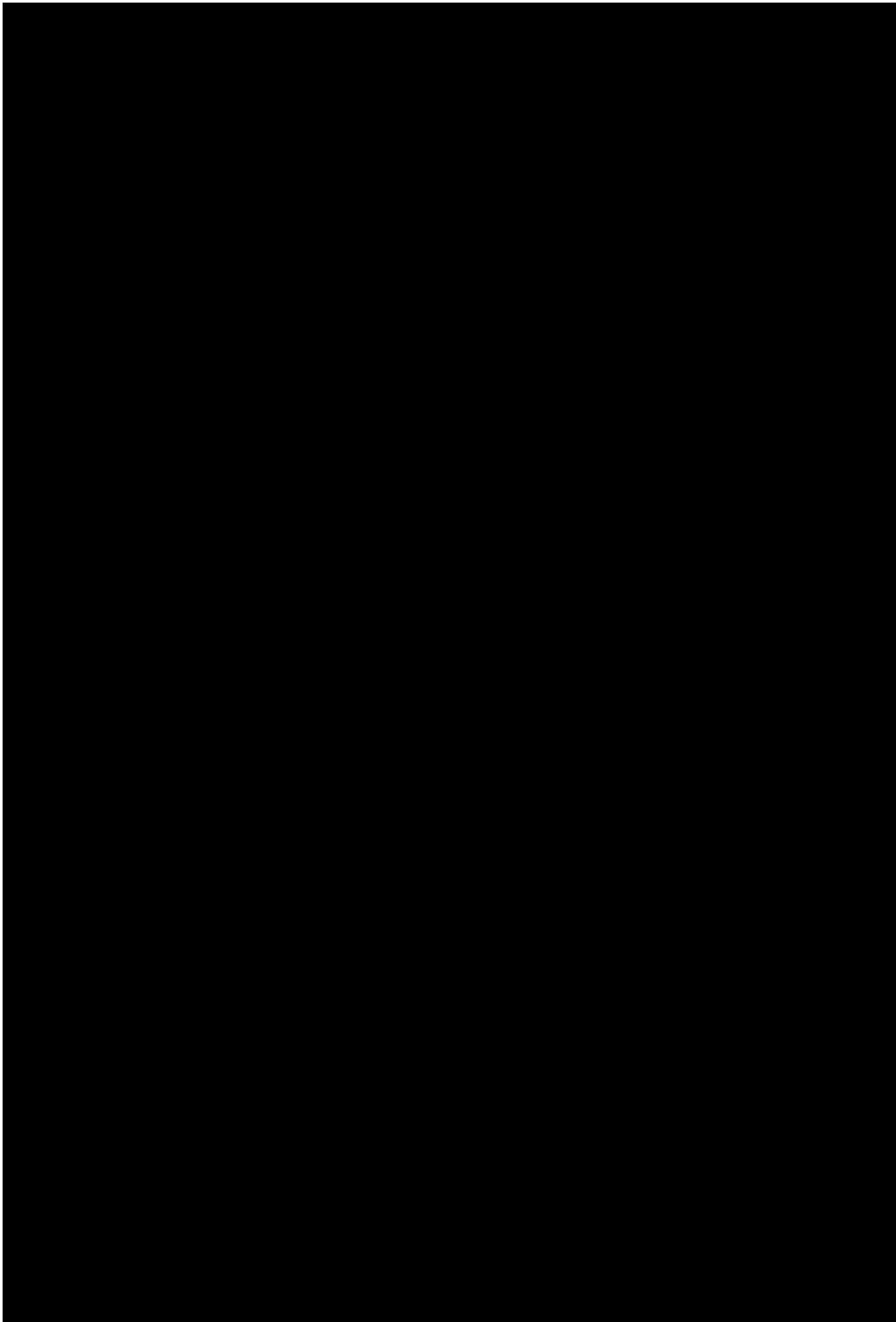


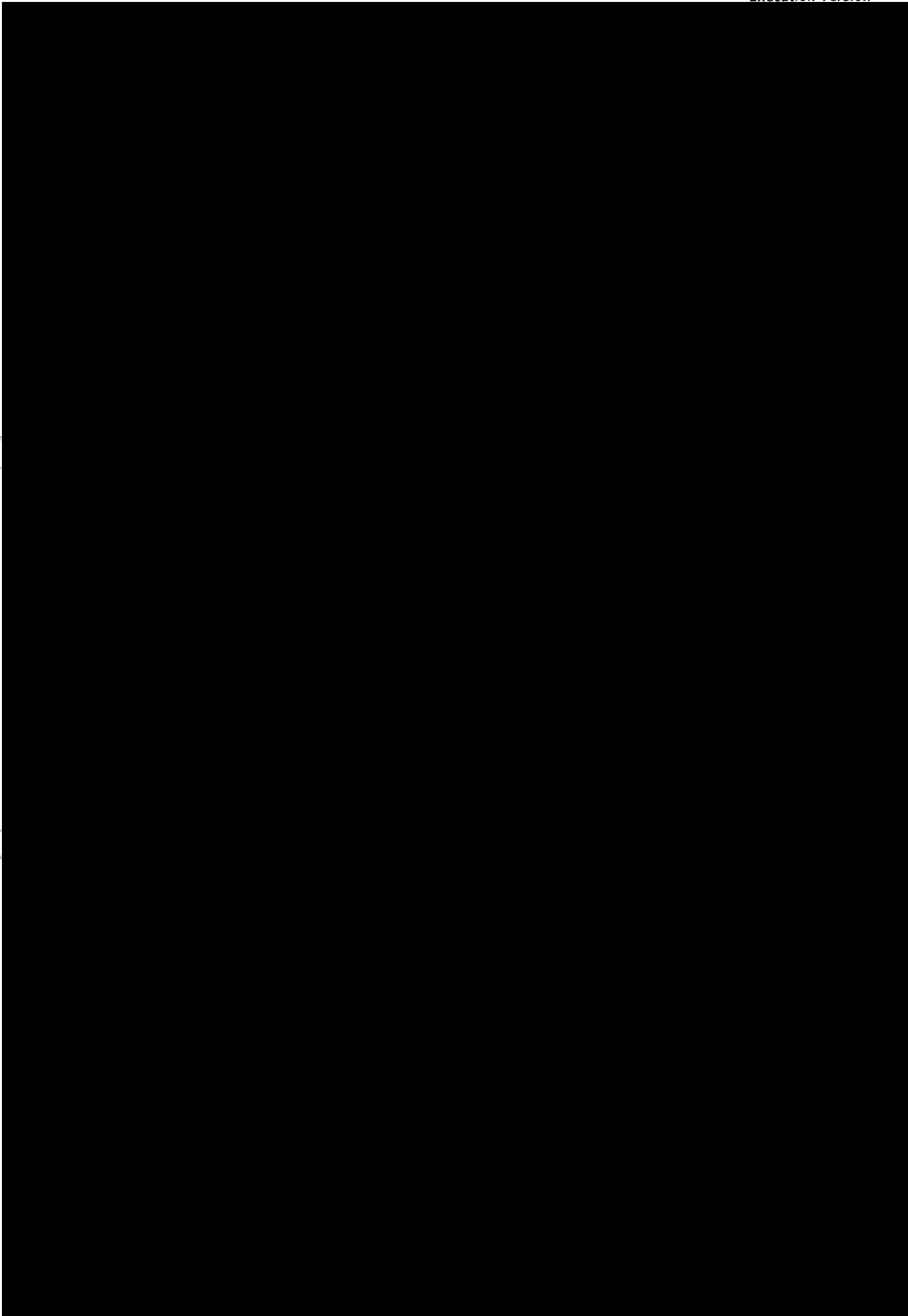


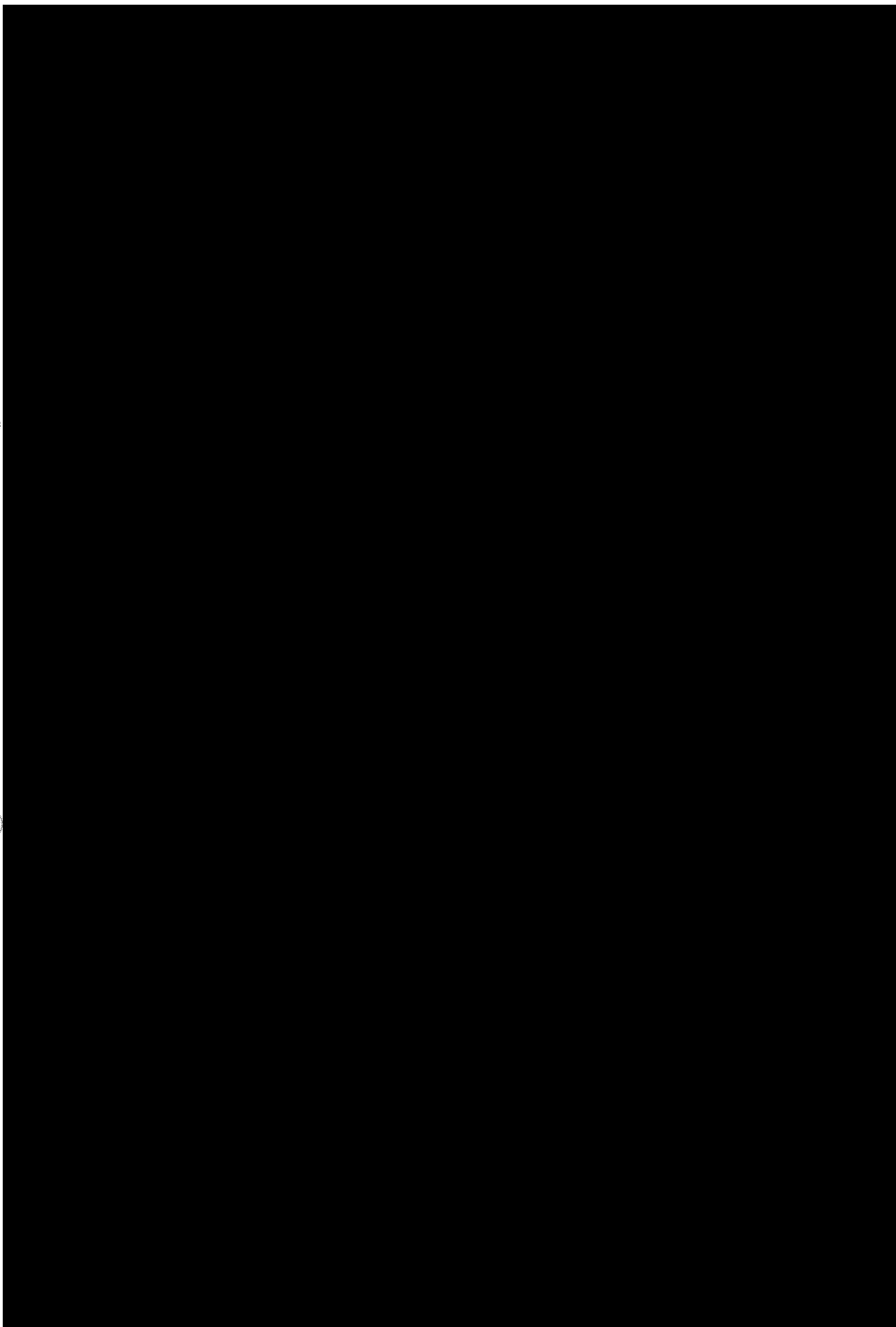
SCHEDULE D6
Not used

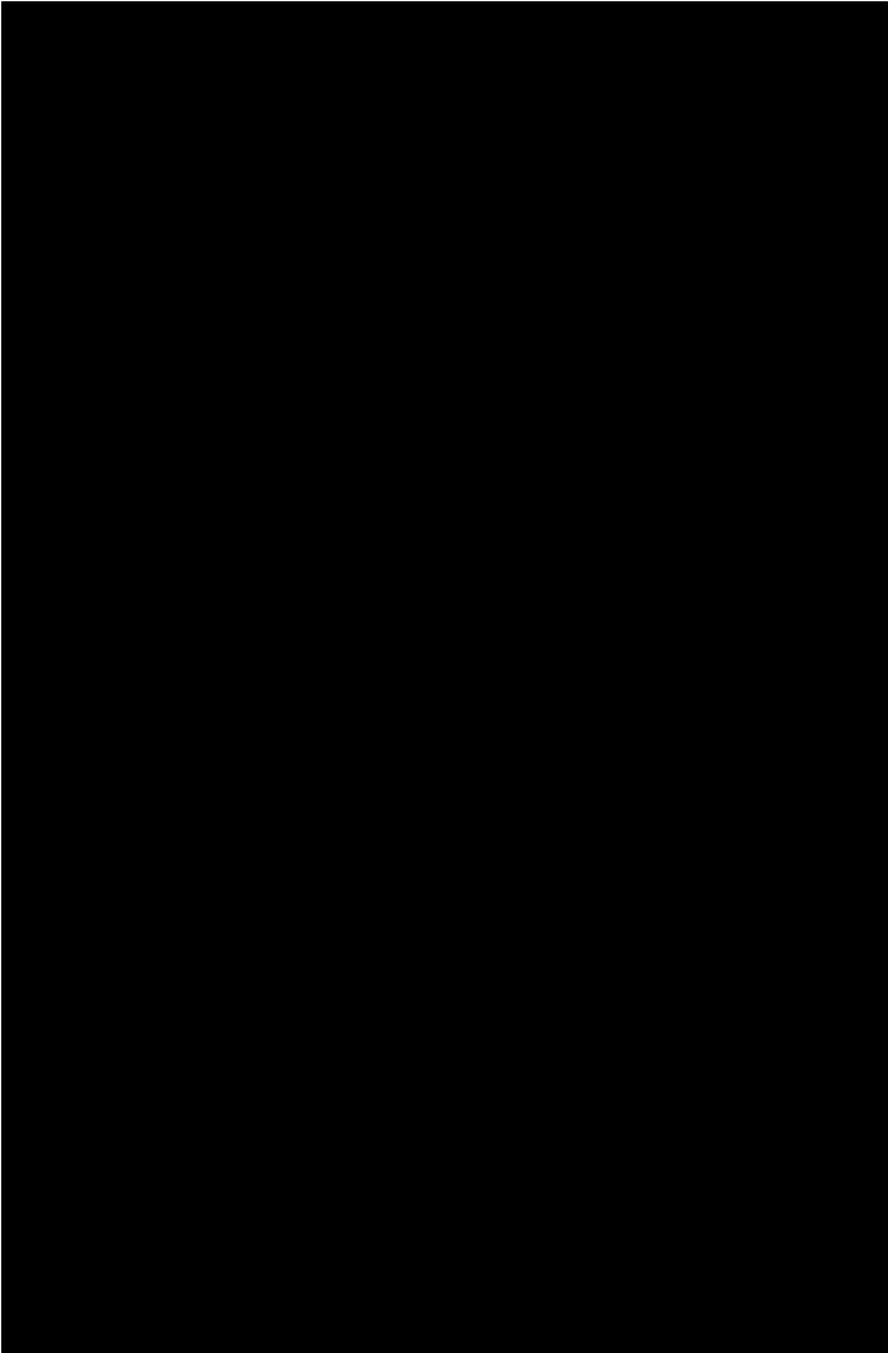
**SCHEDULE D7
Form of Concourse Lease Call Option Deed**

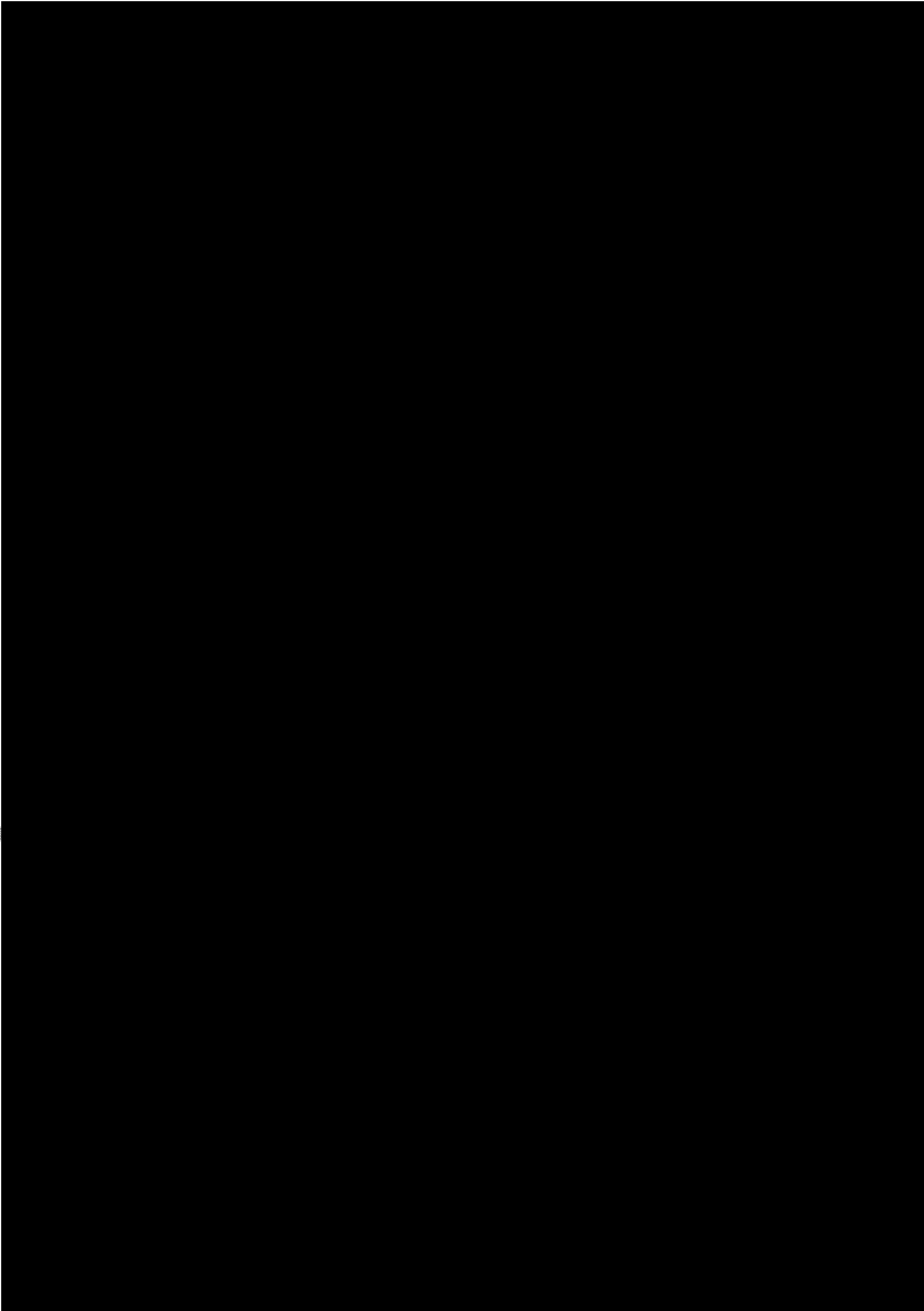


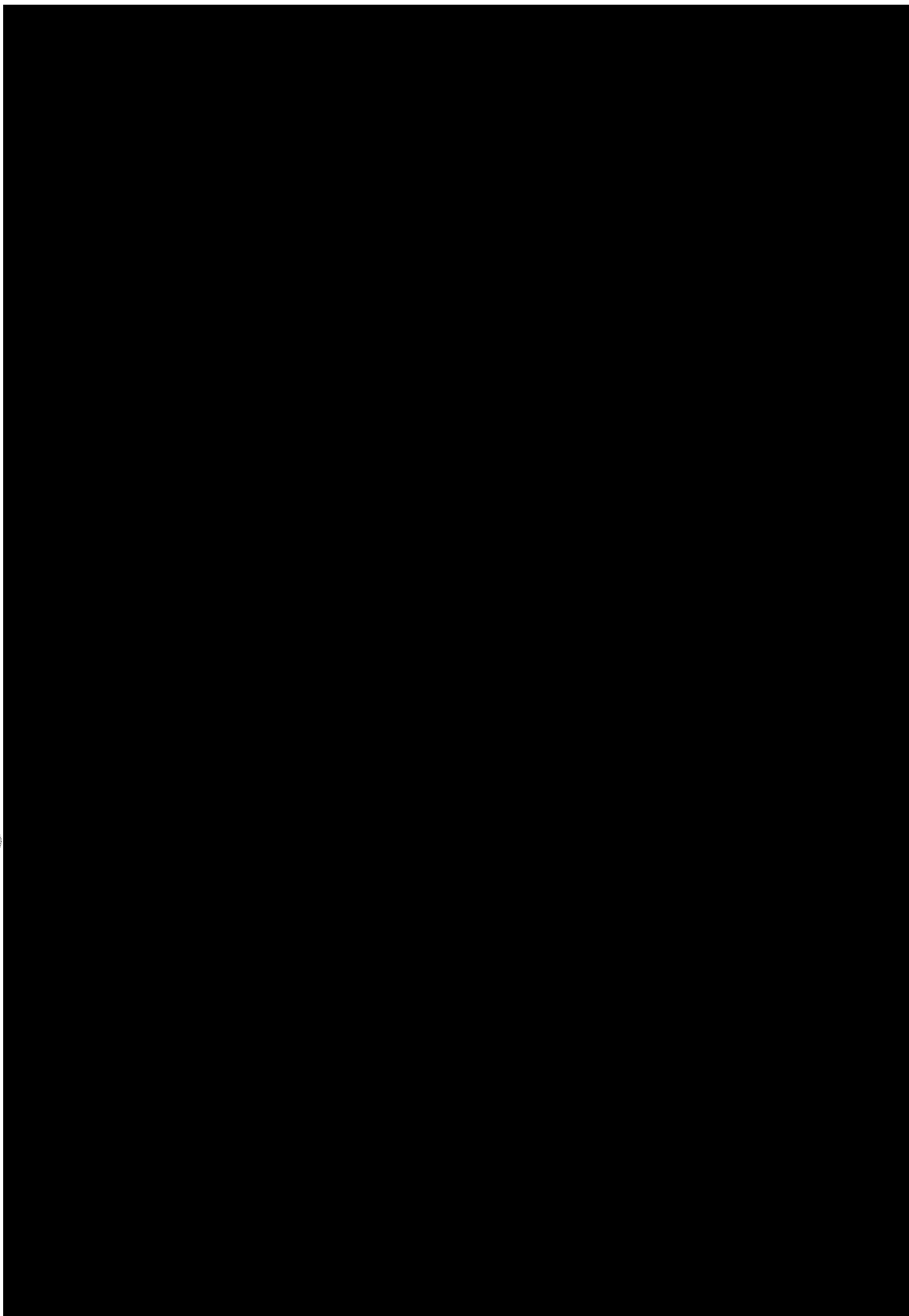


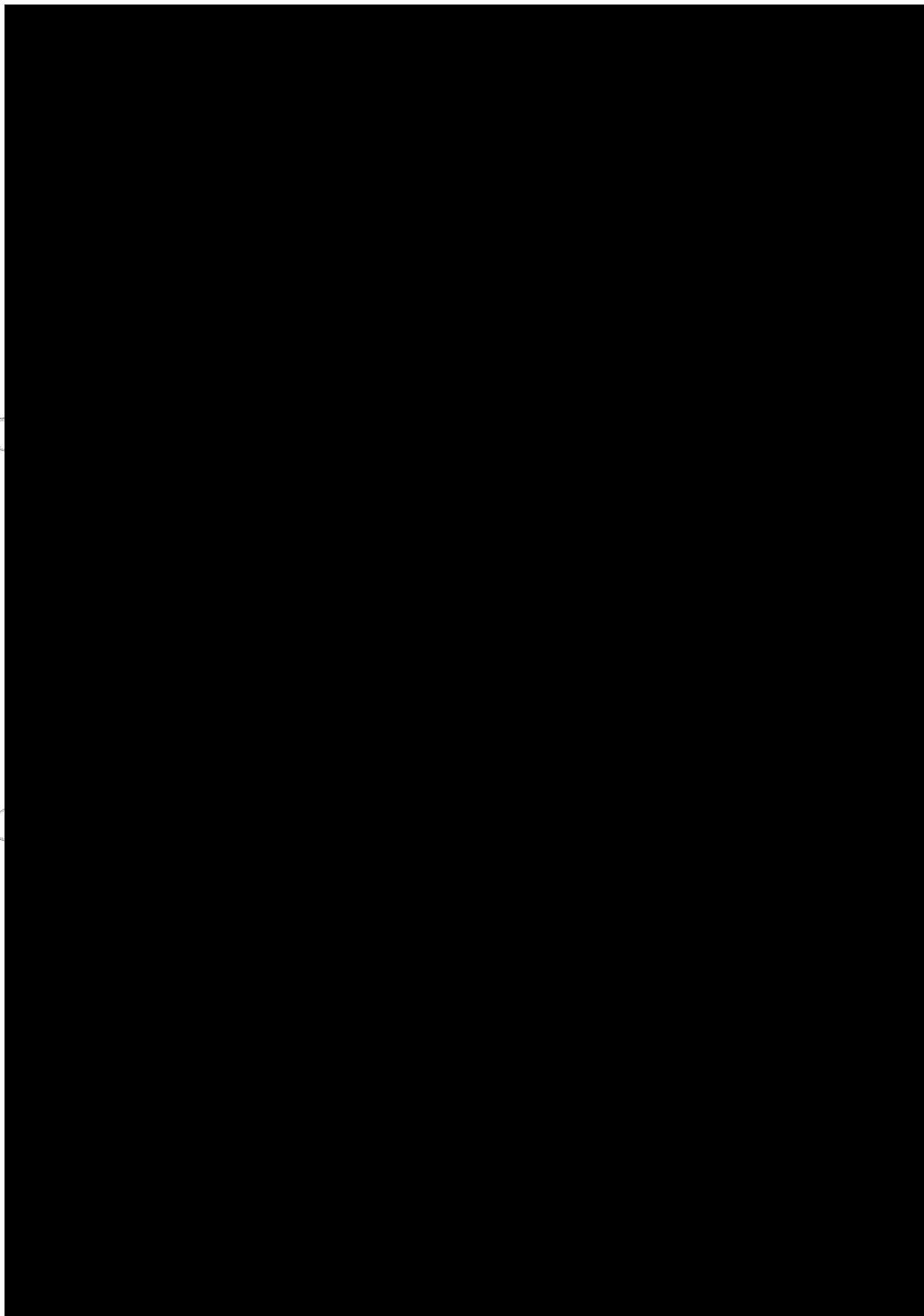


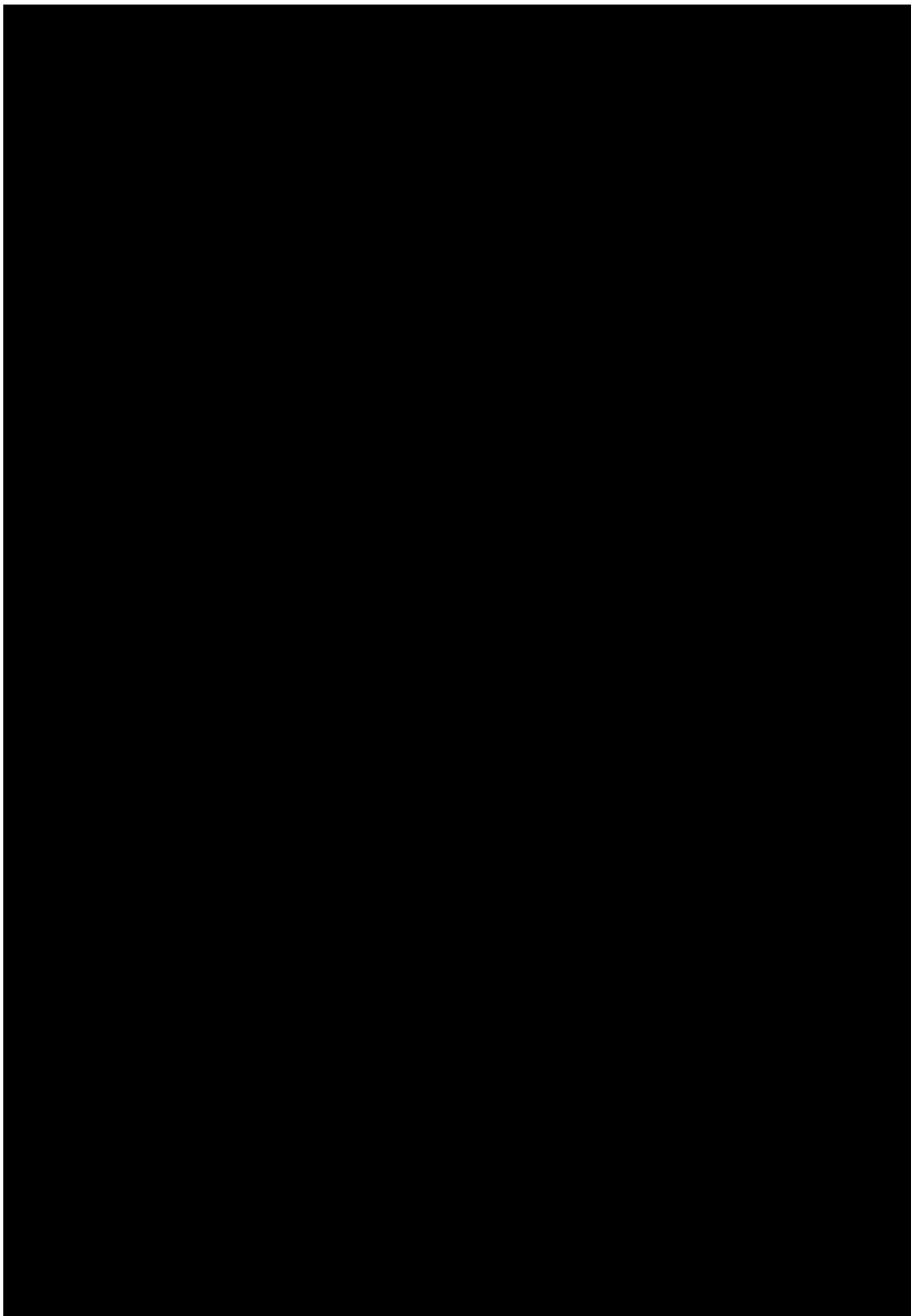


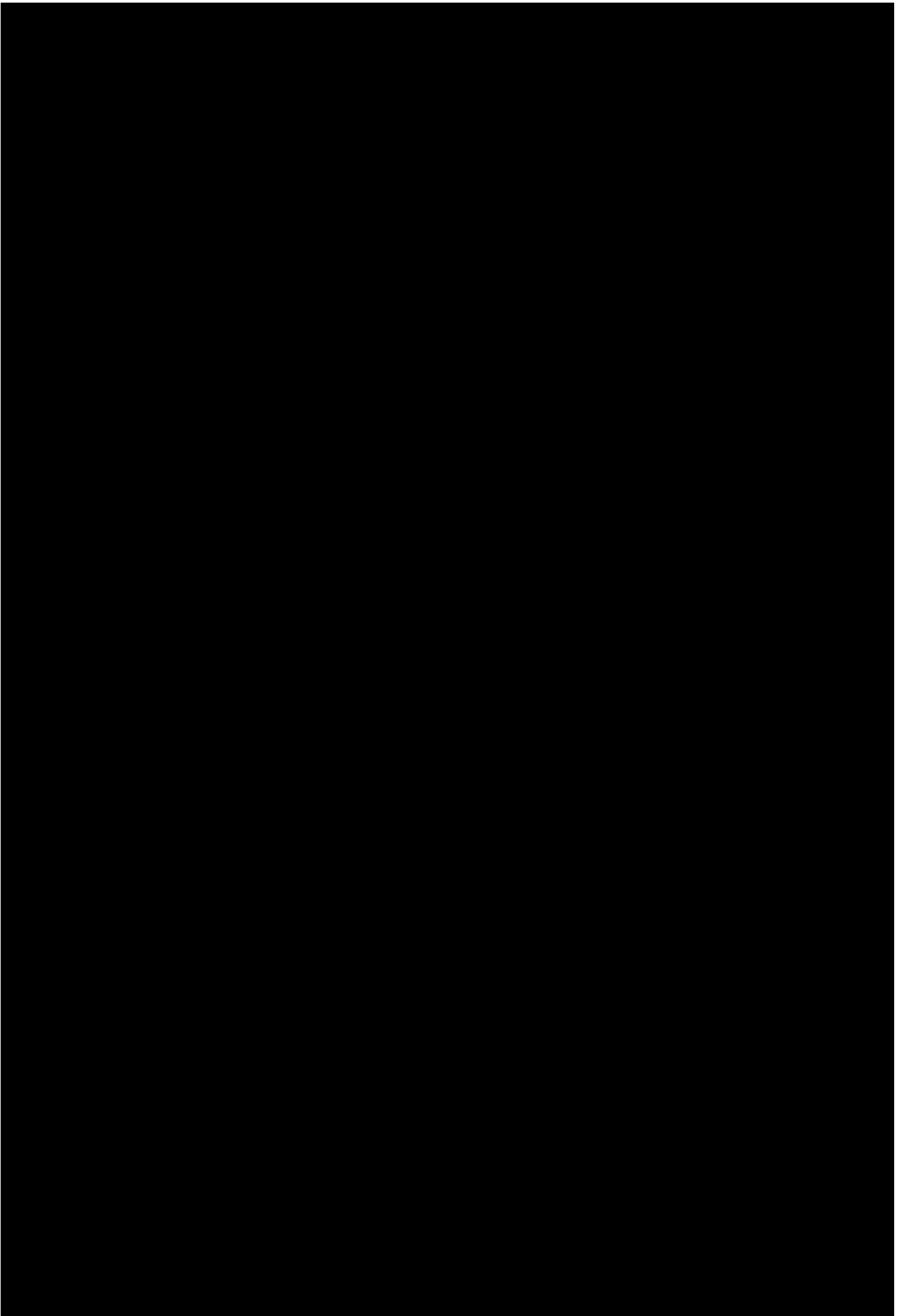


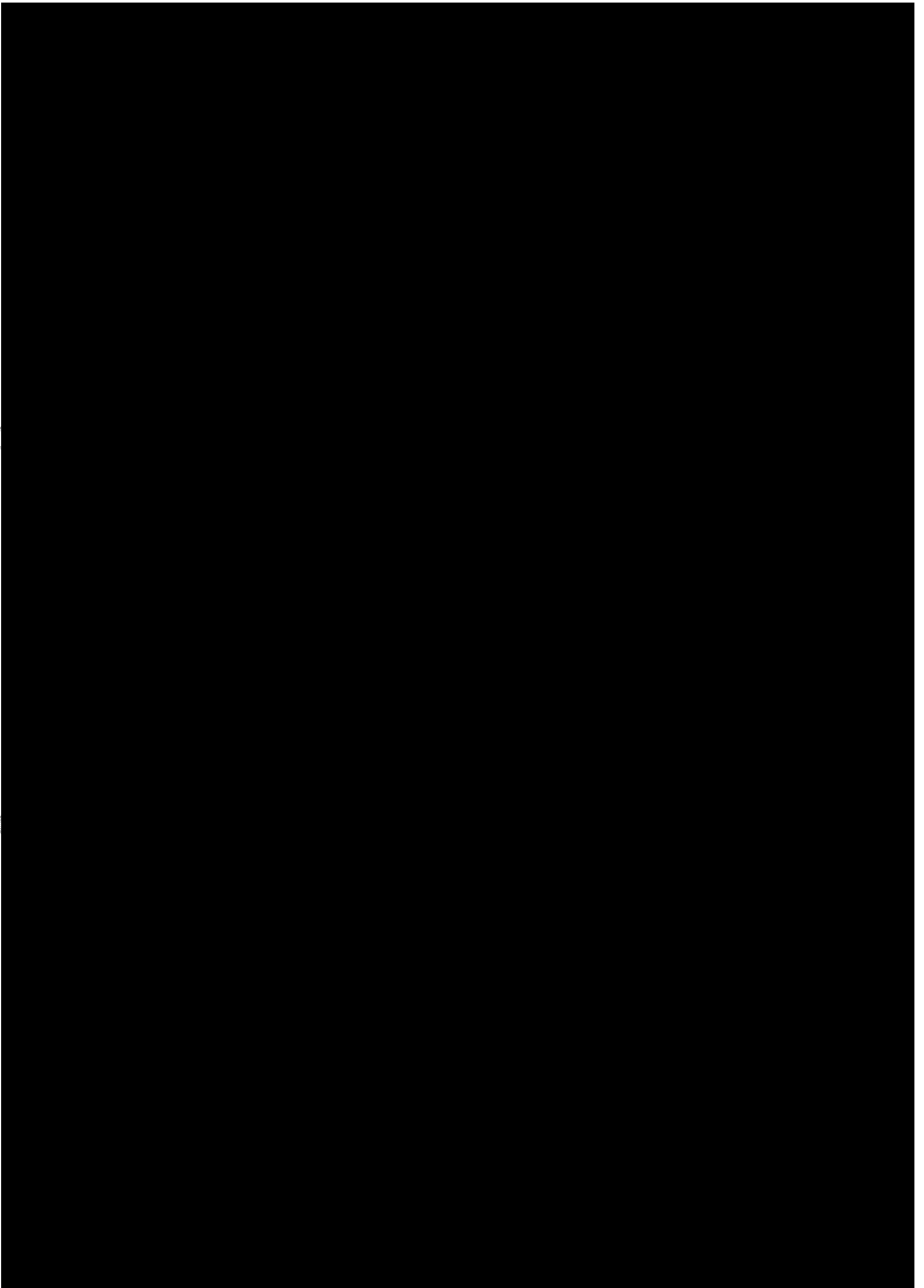


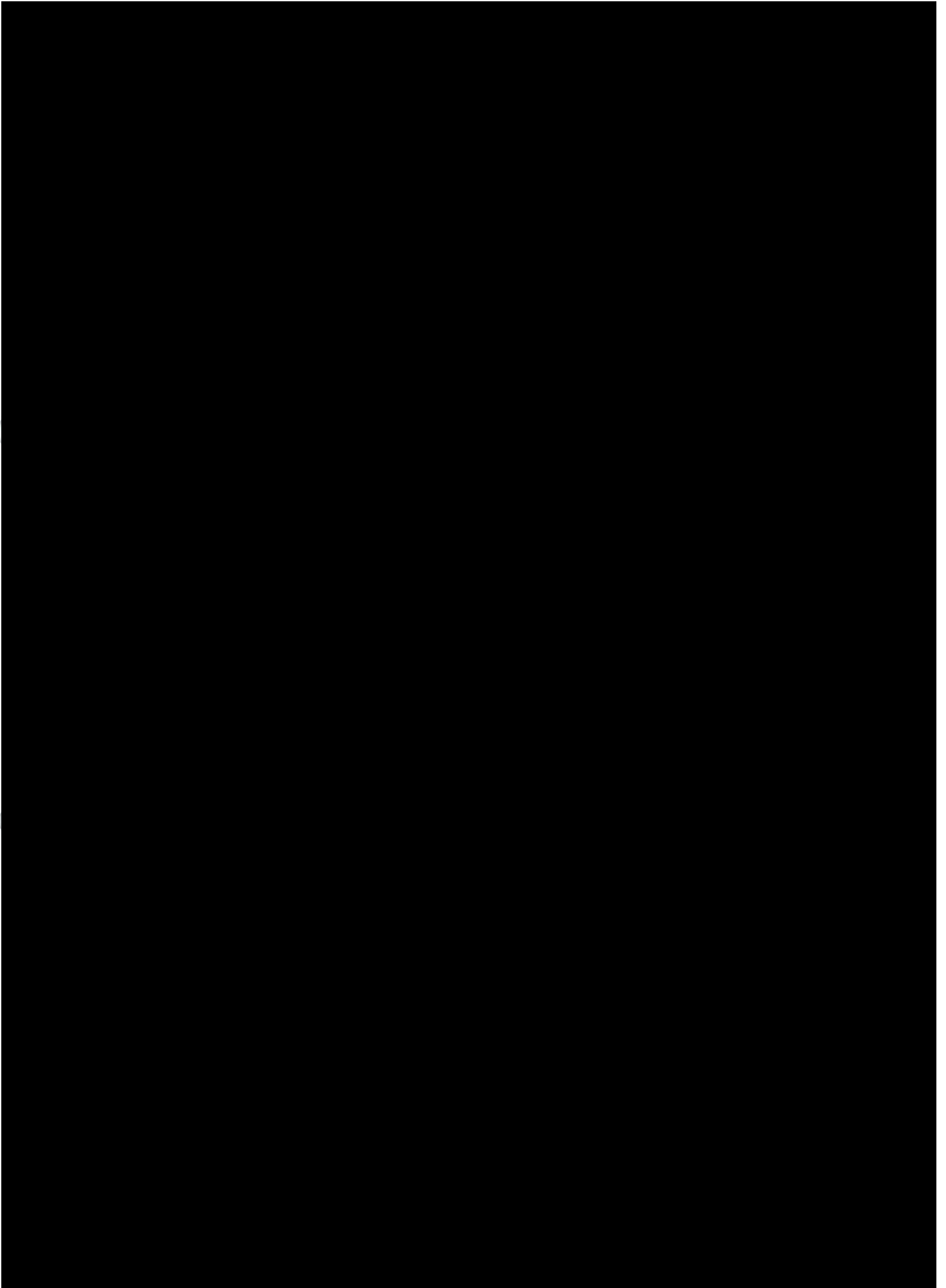


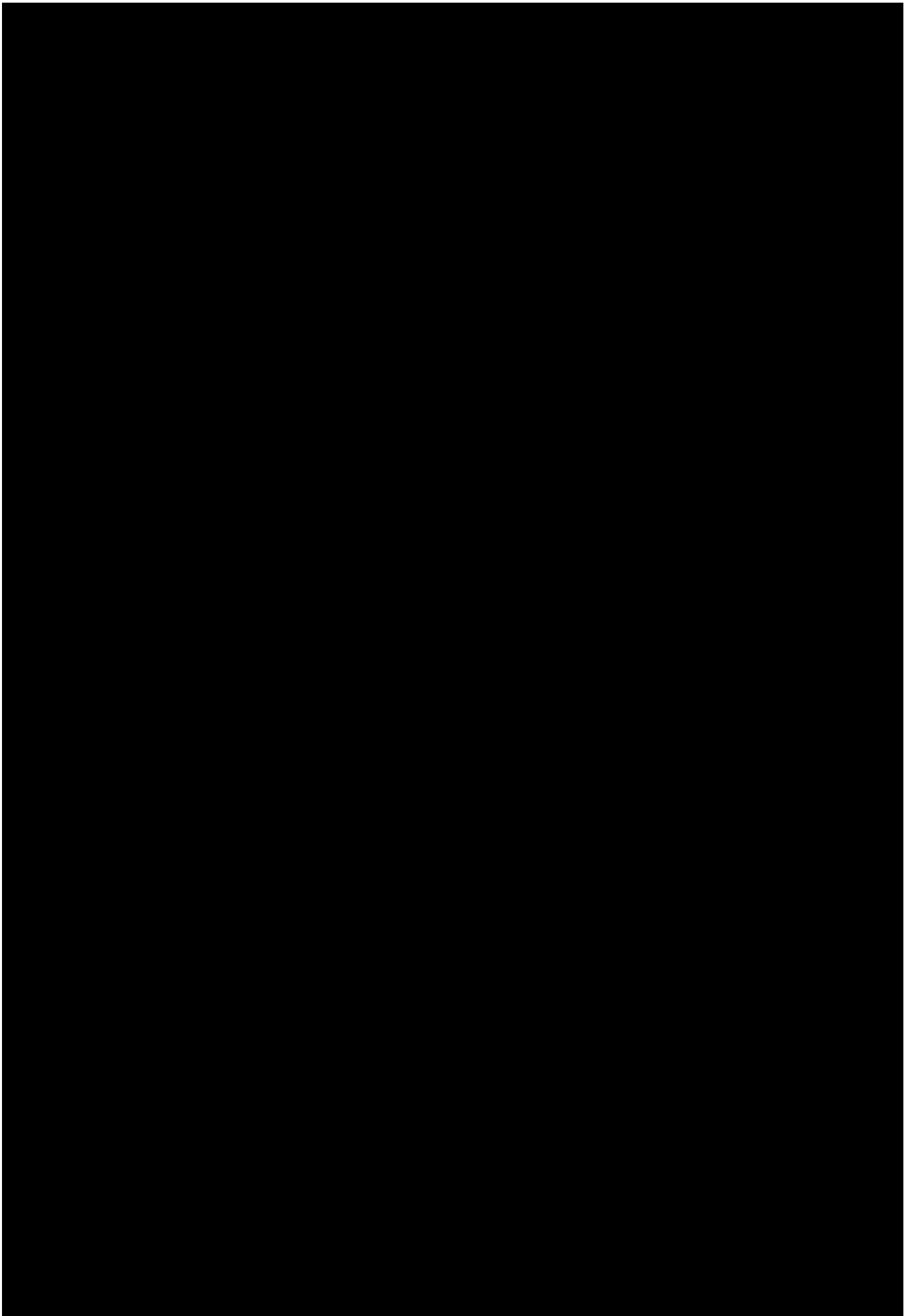


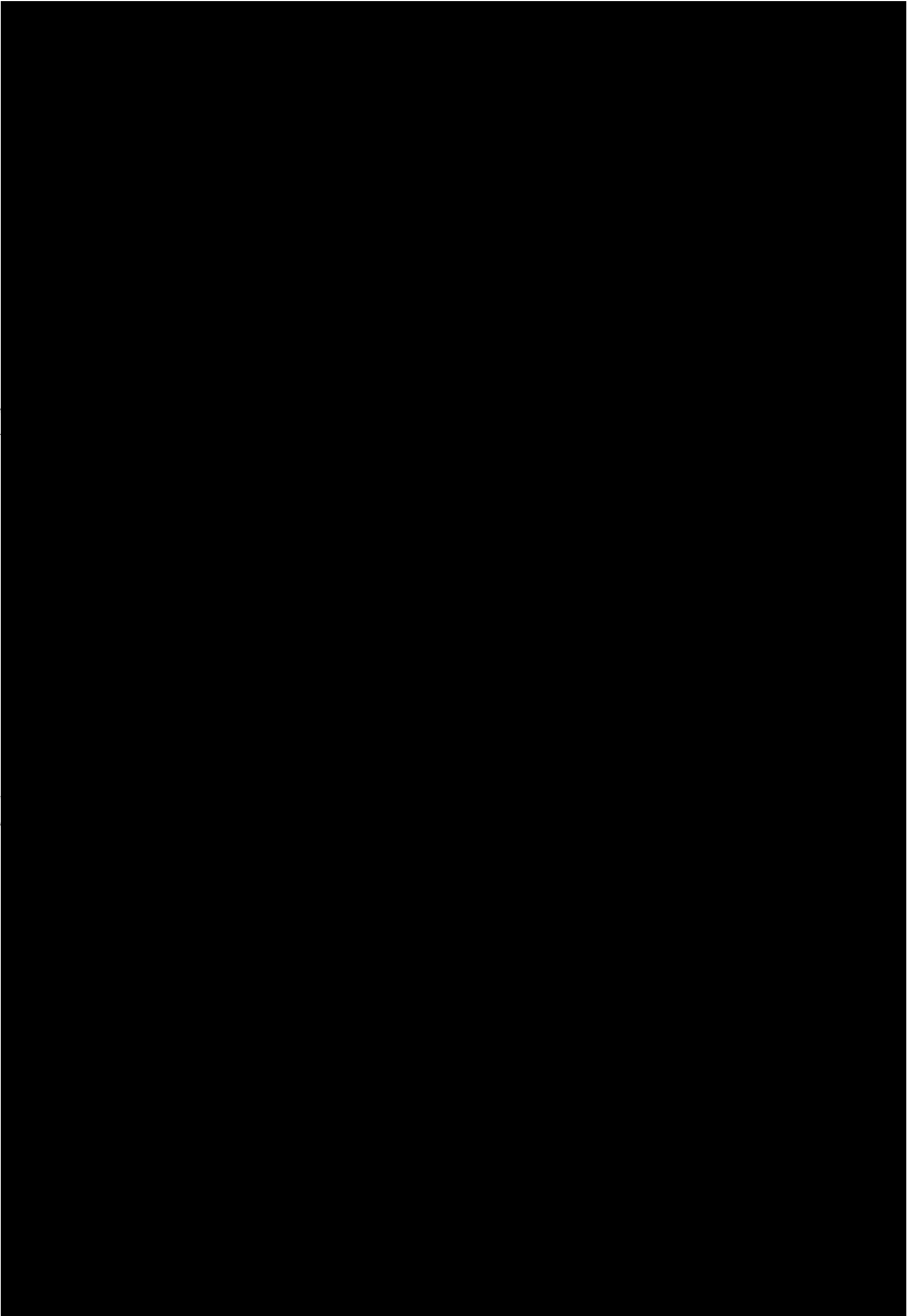


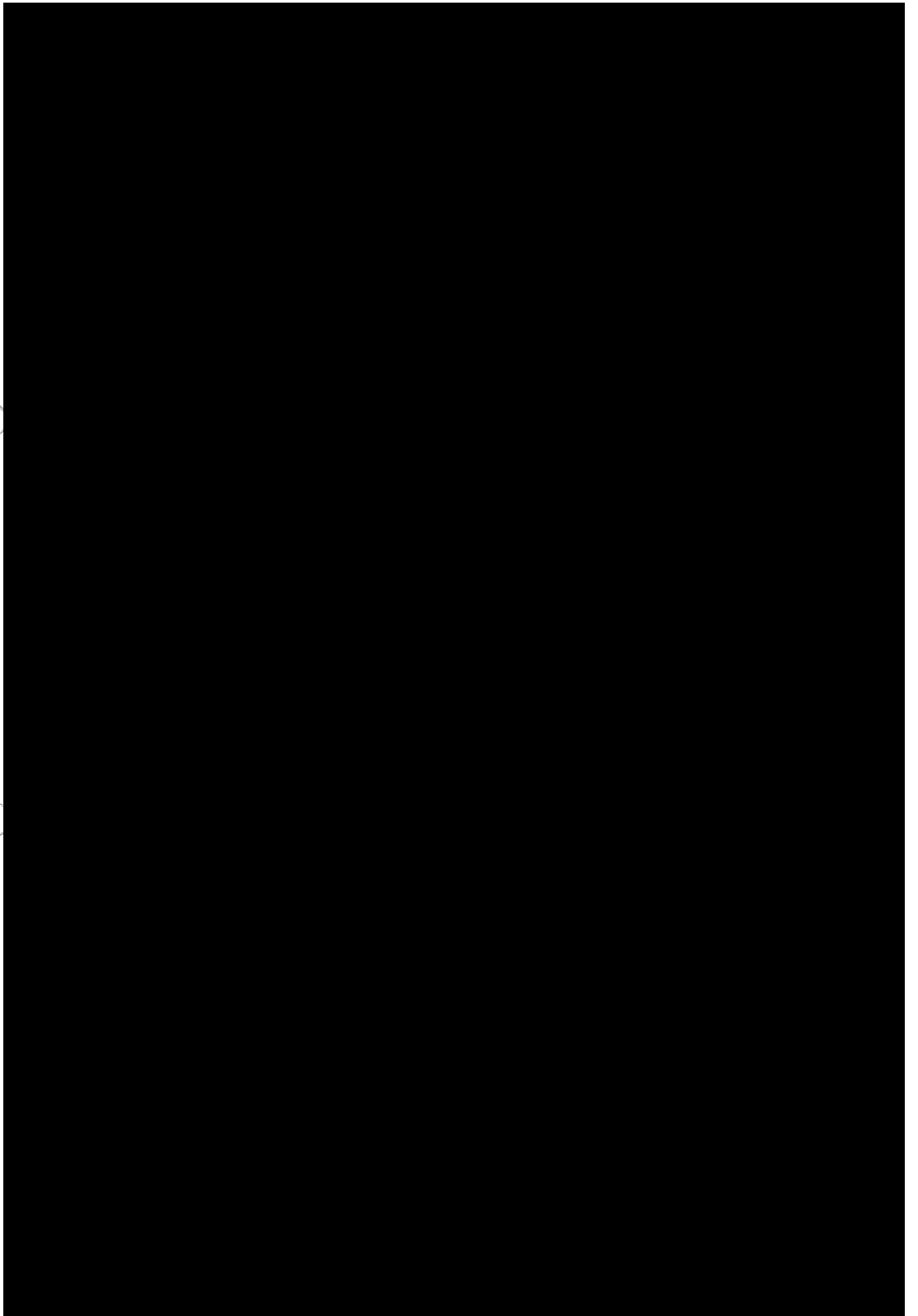


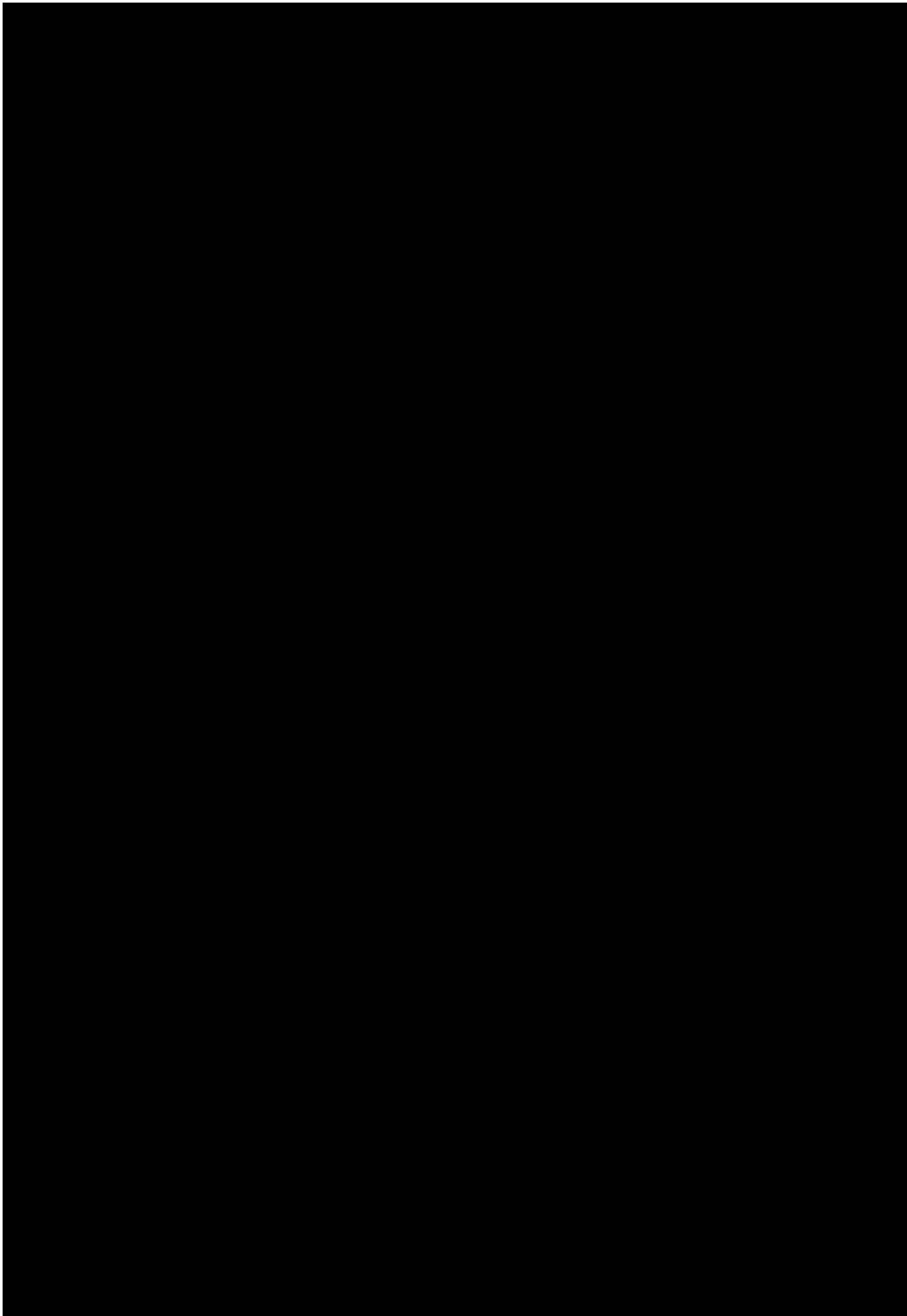


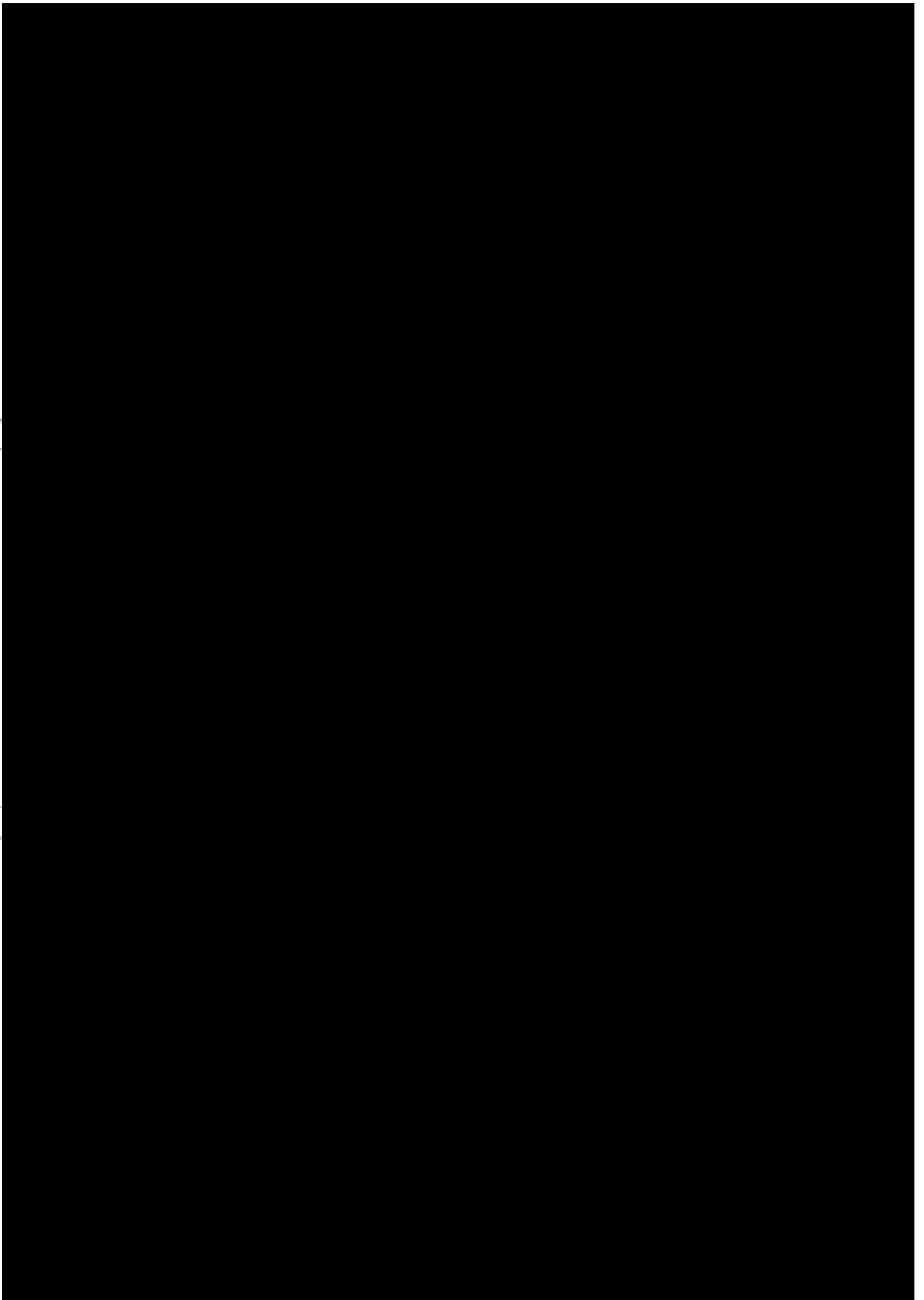


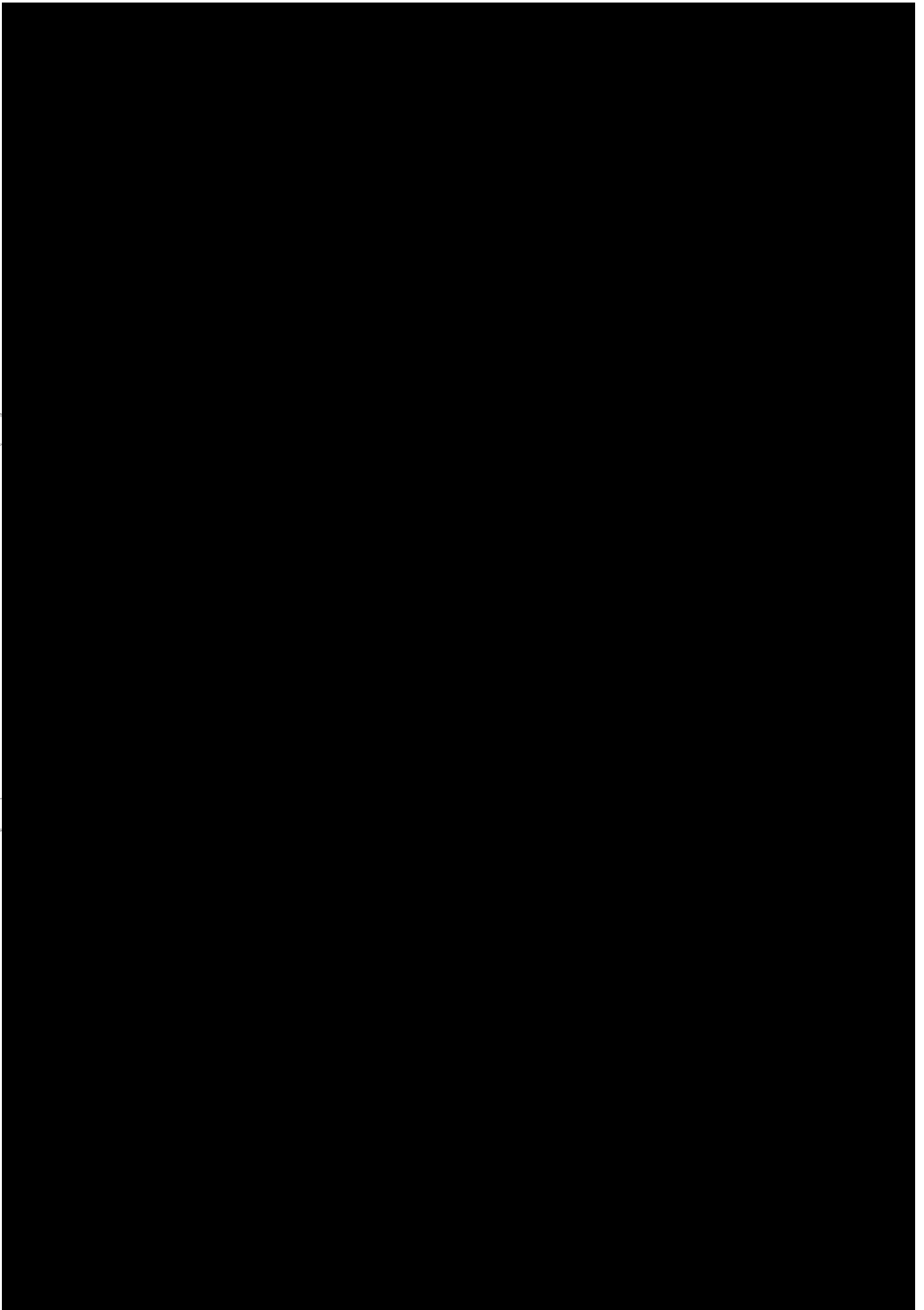


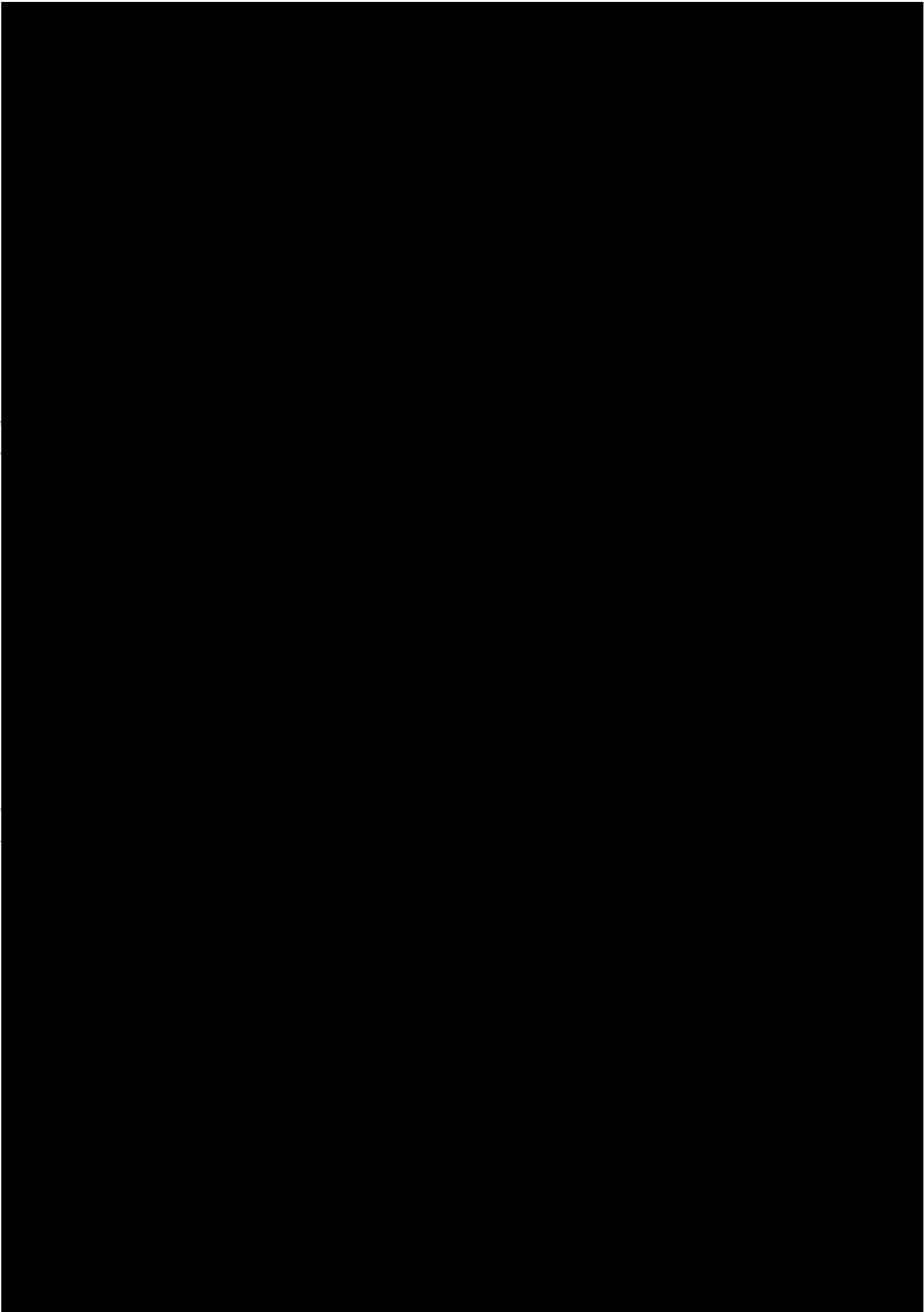


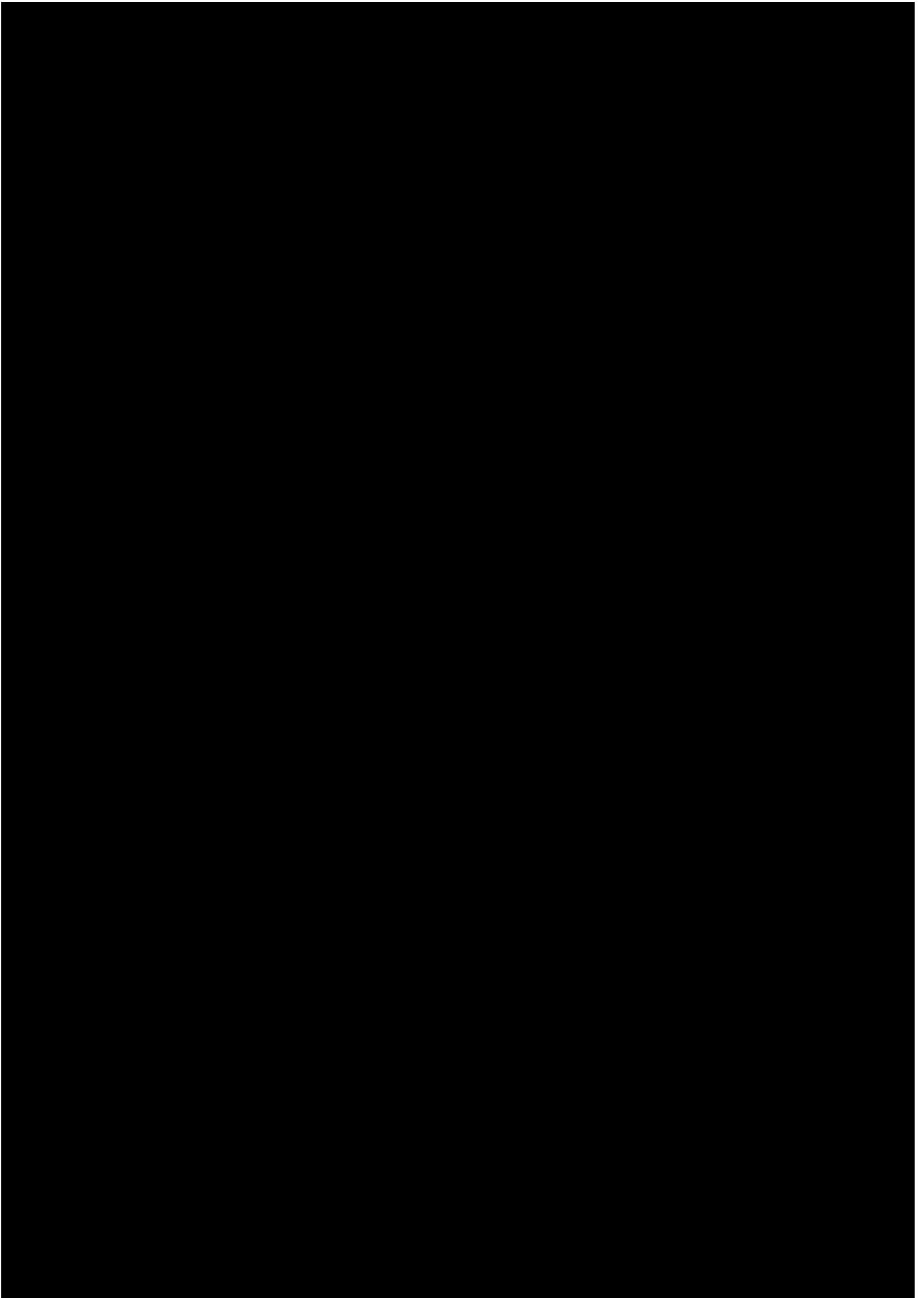


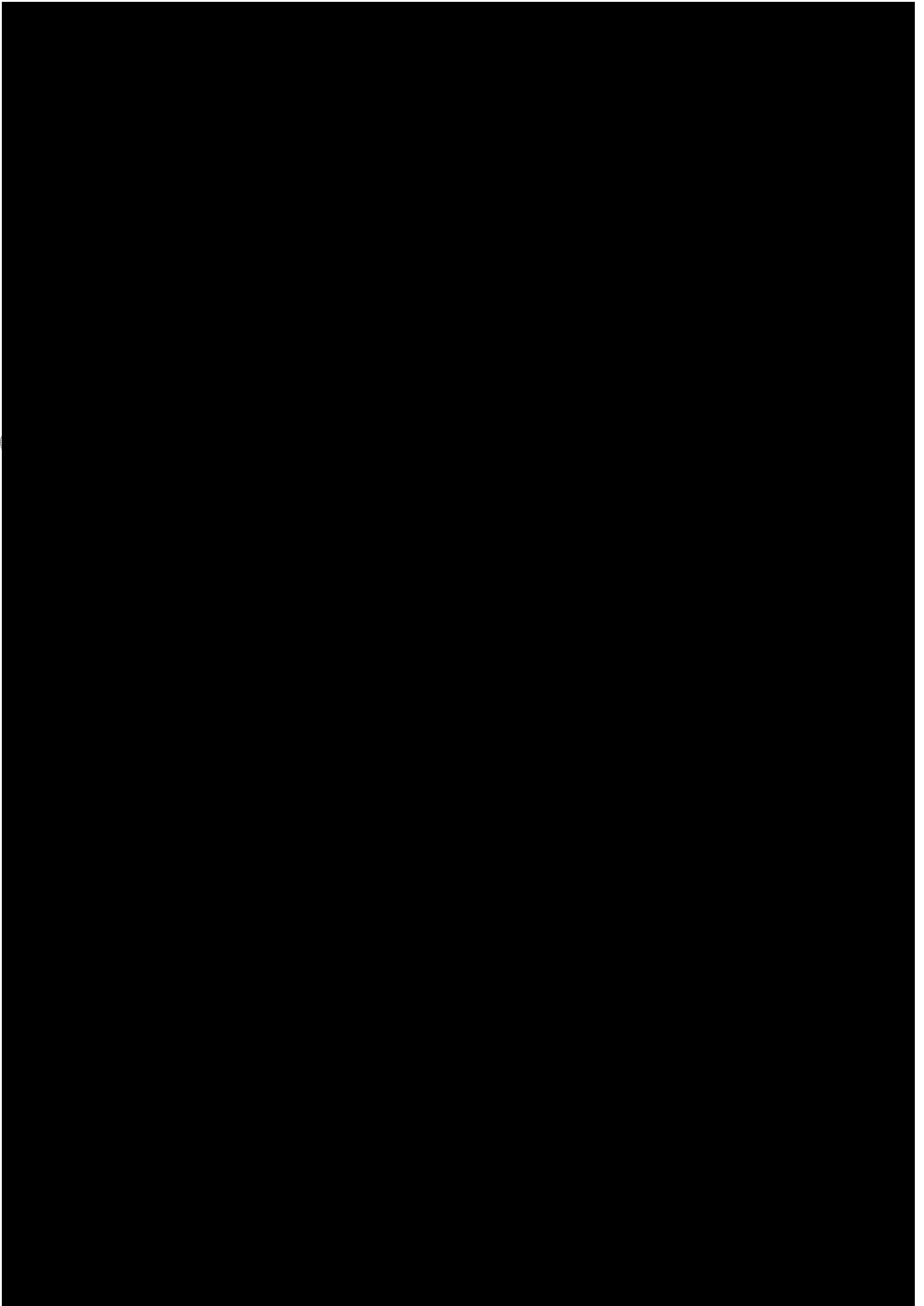


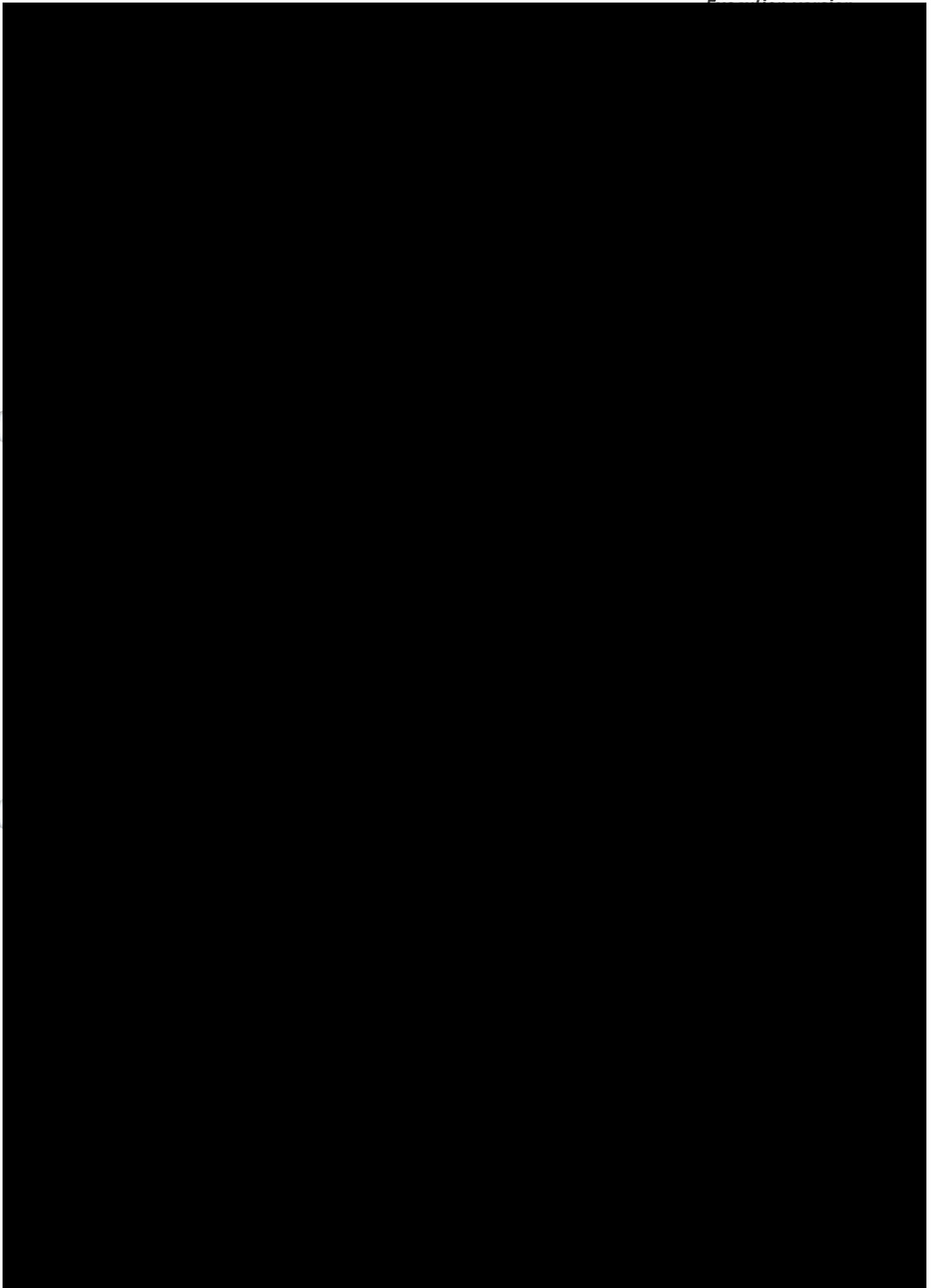


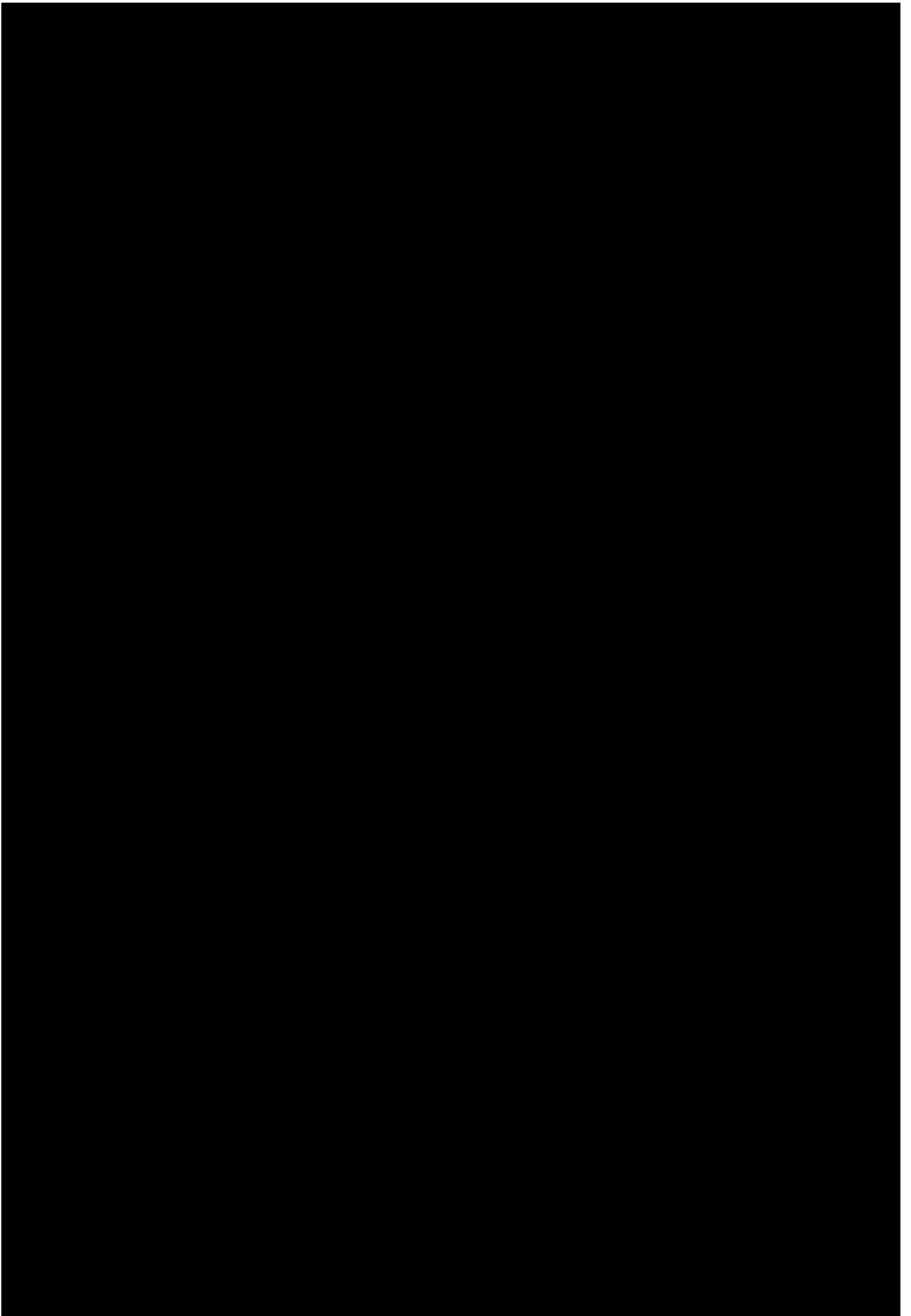


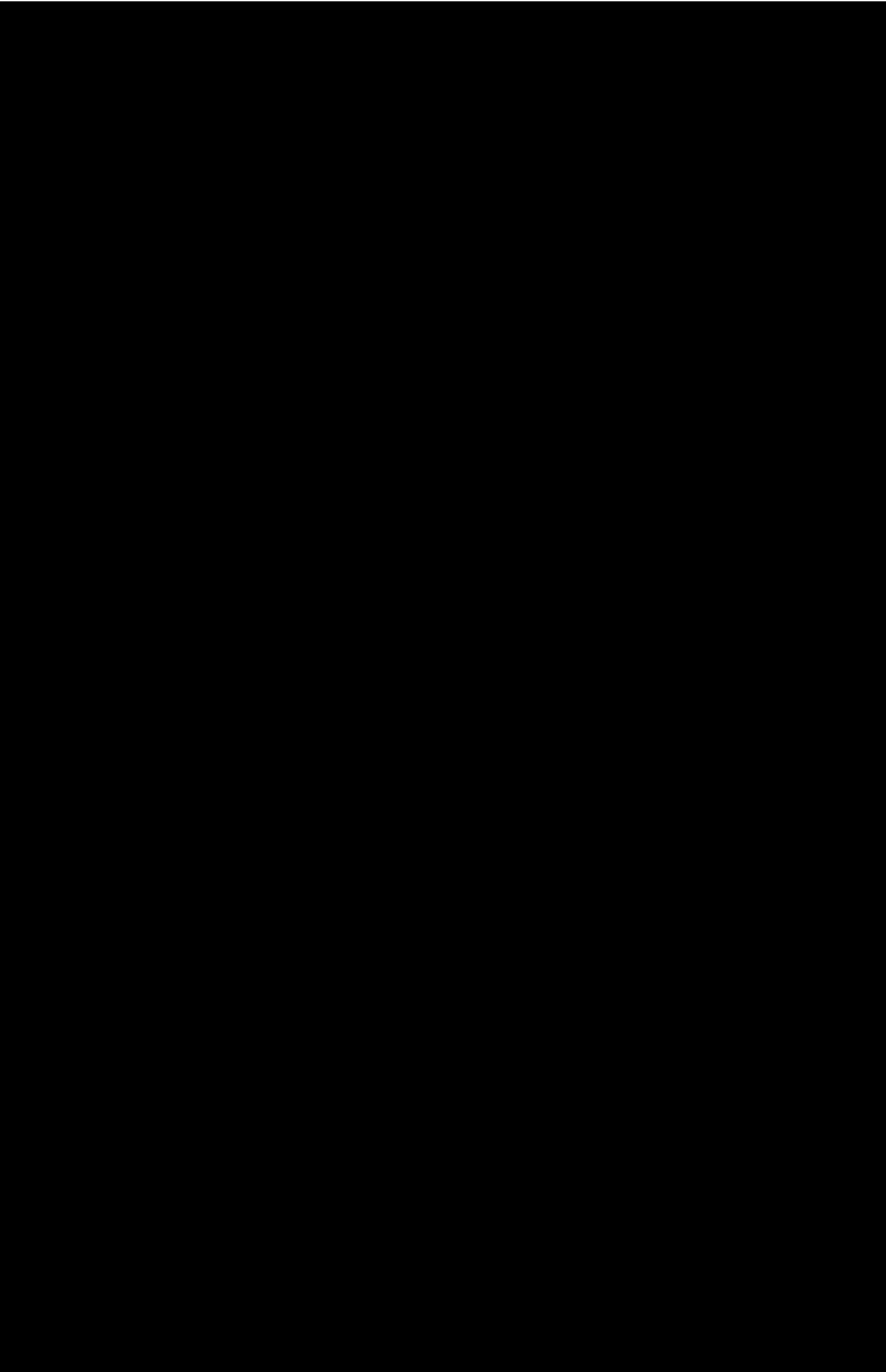


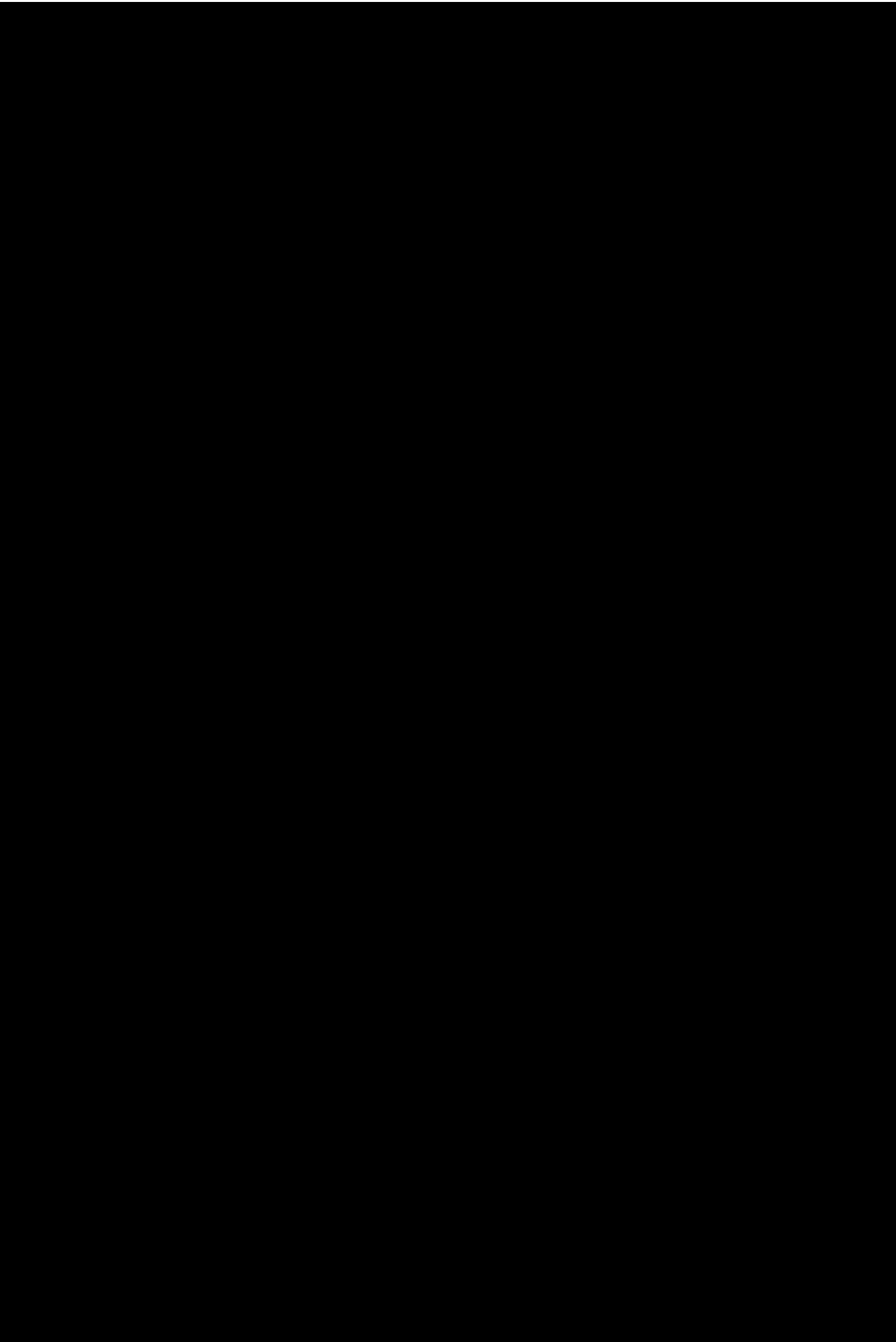


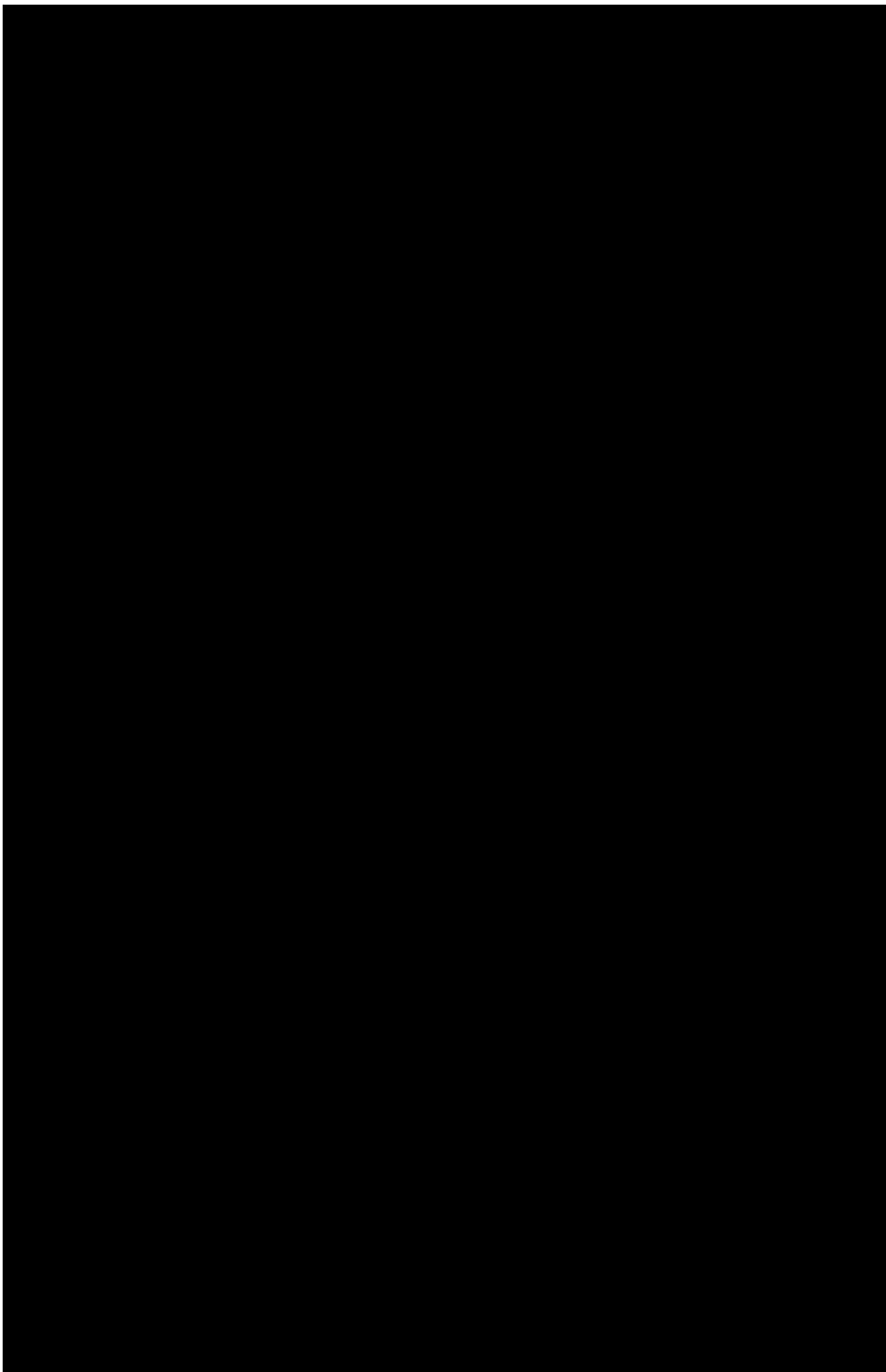


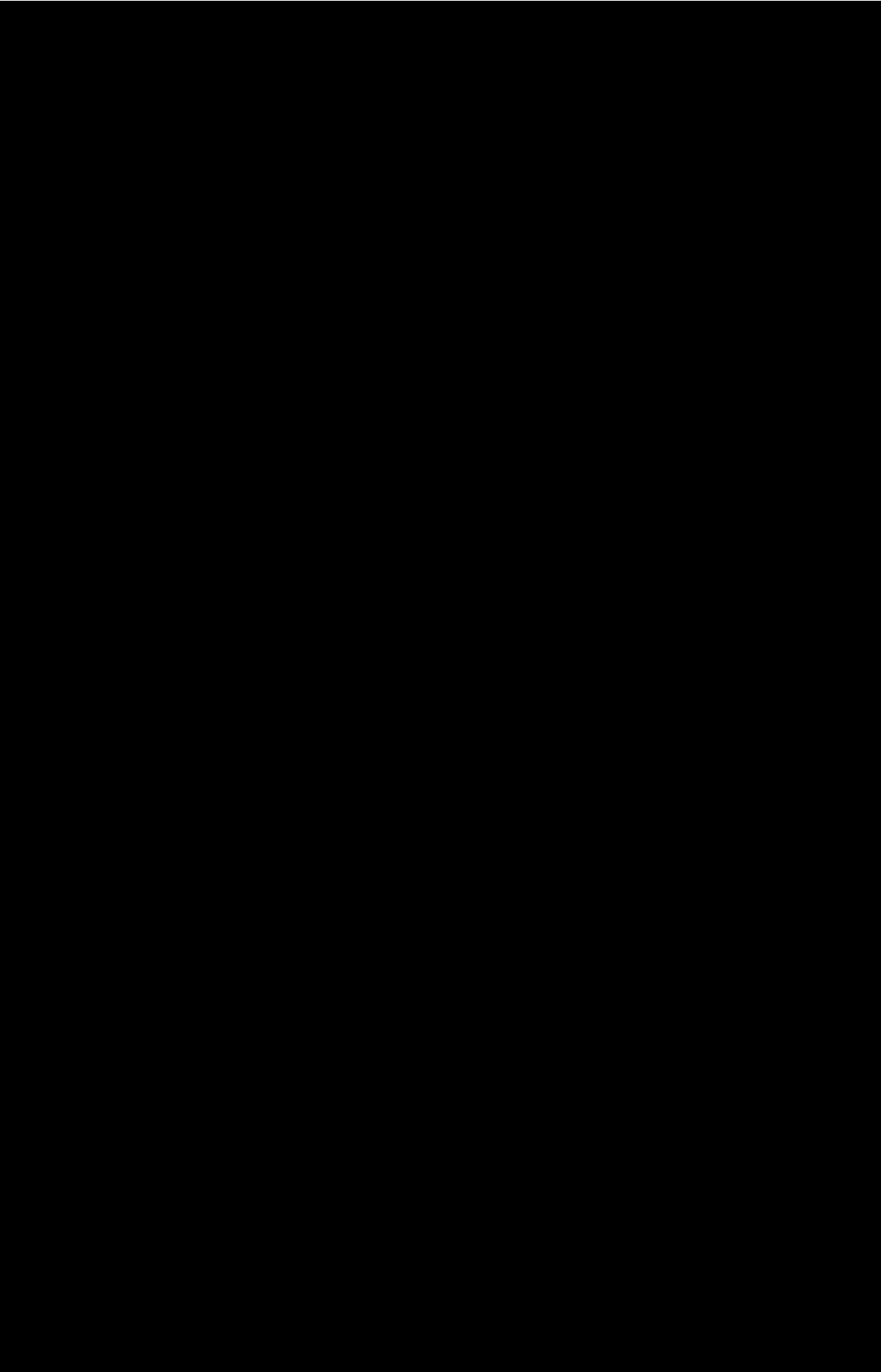


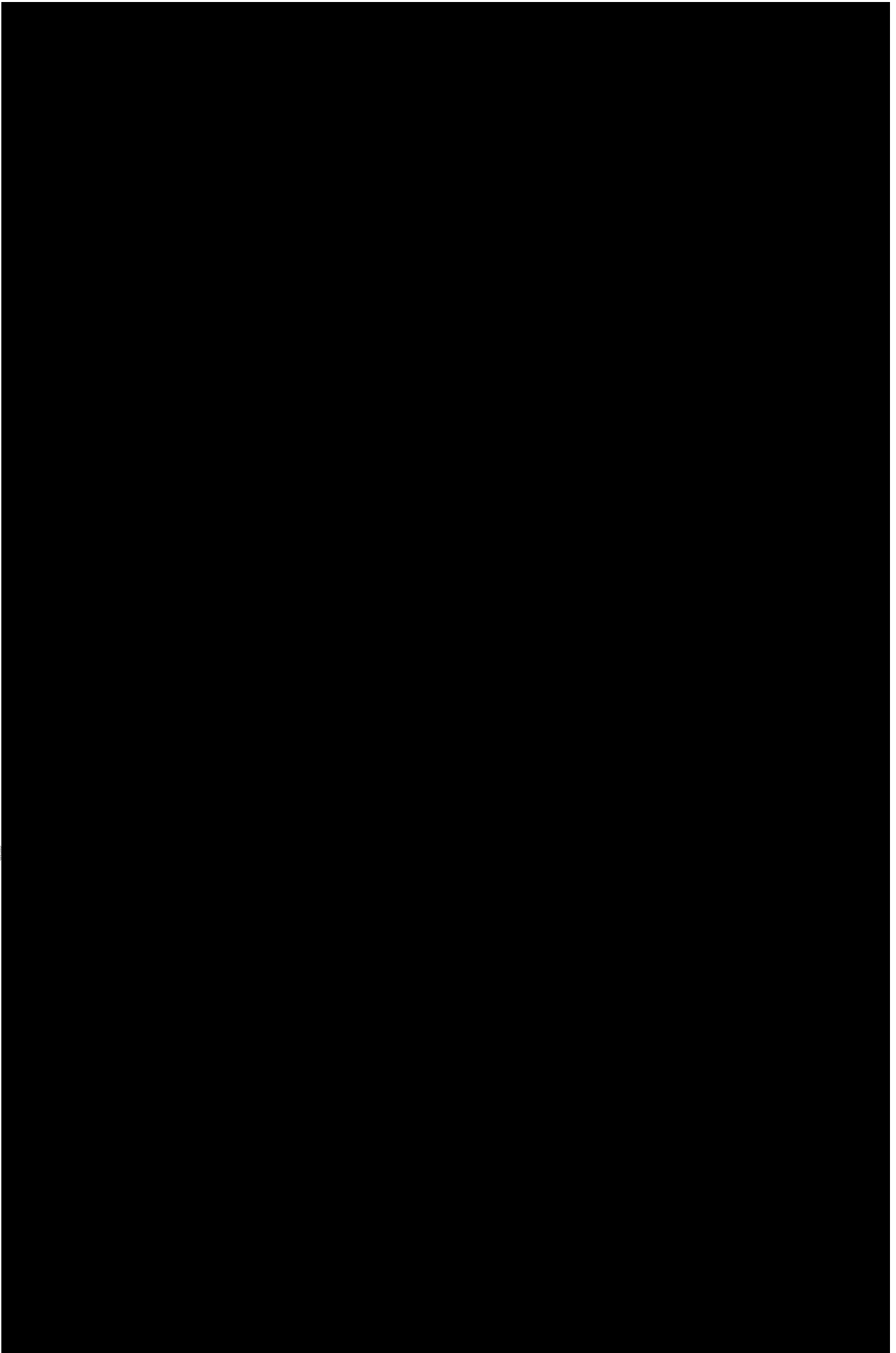


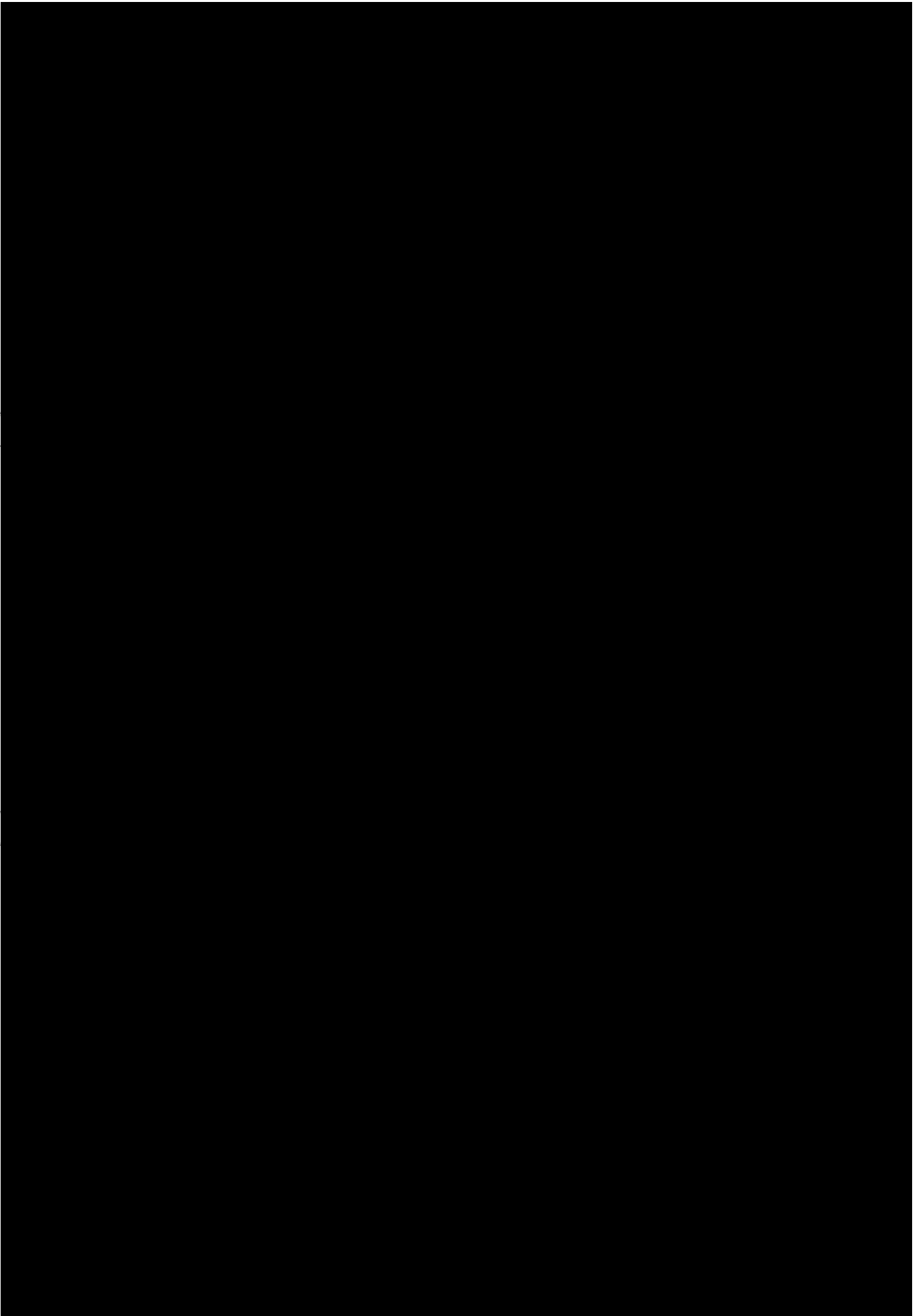


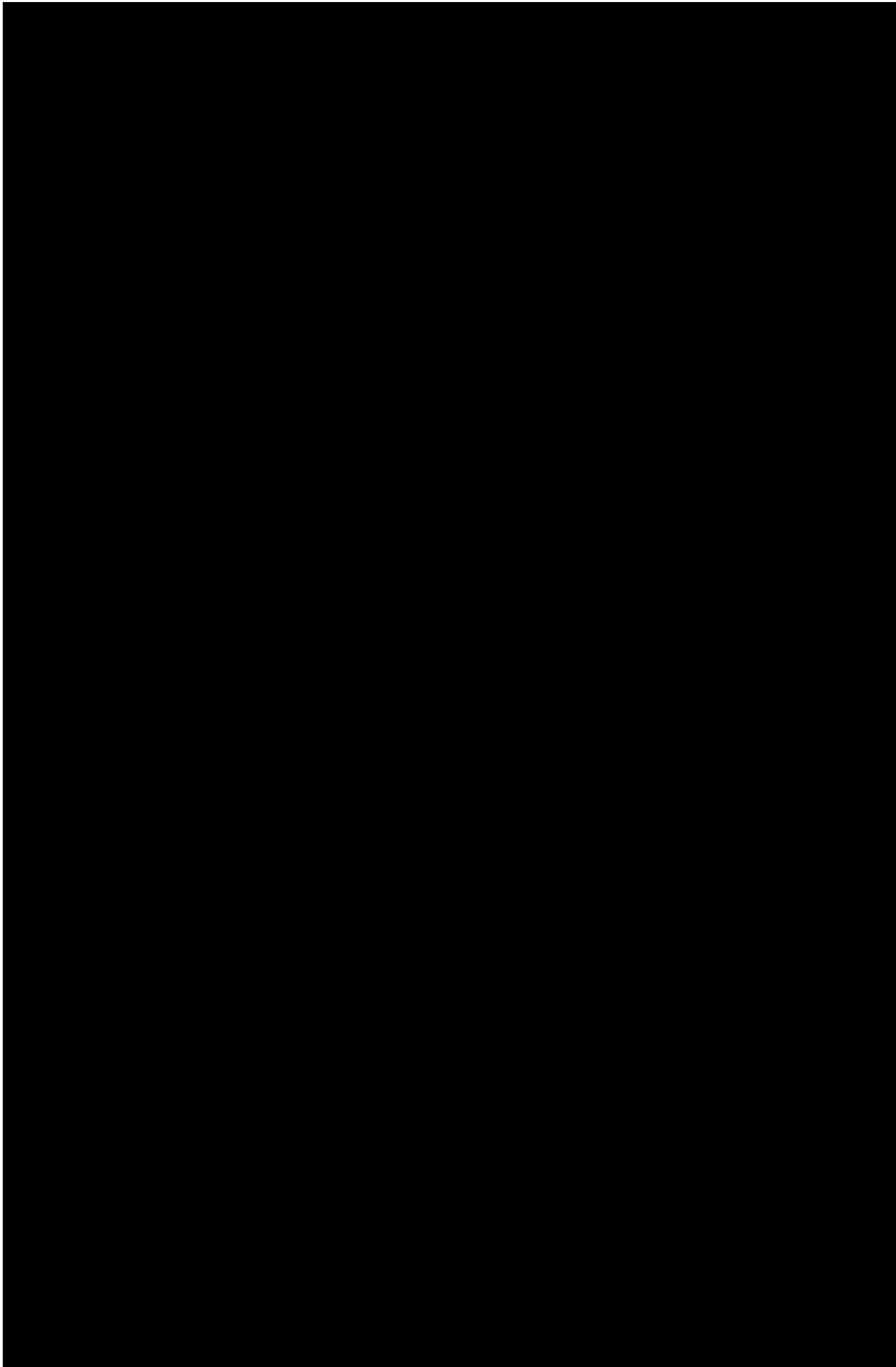


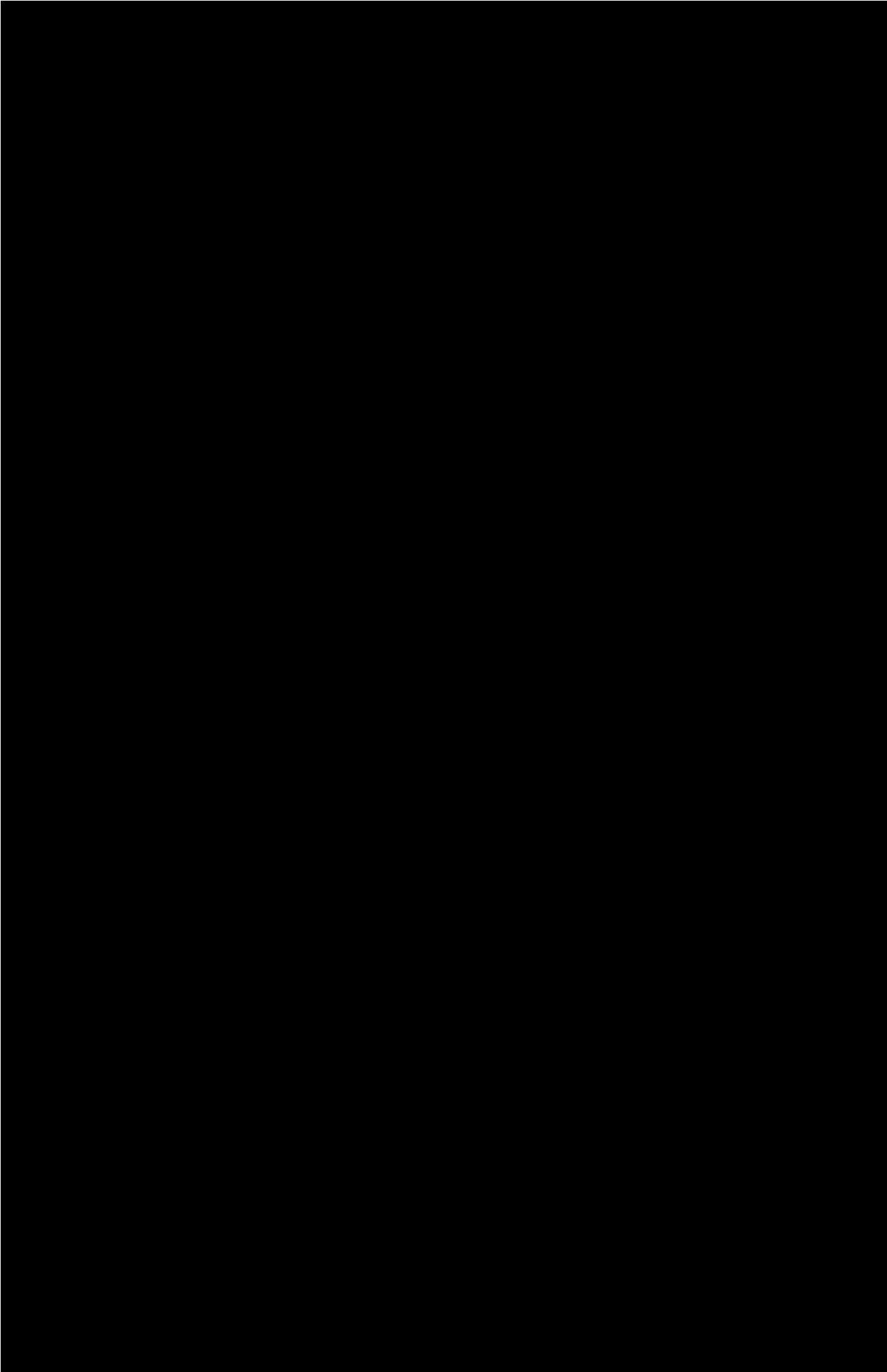


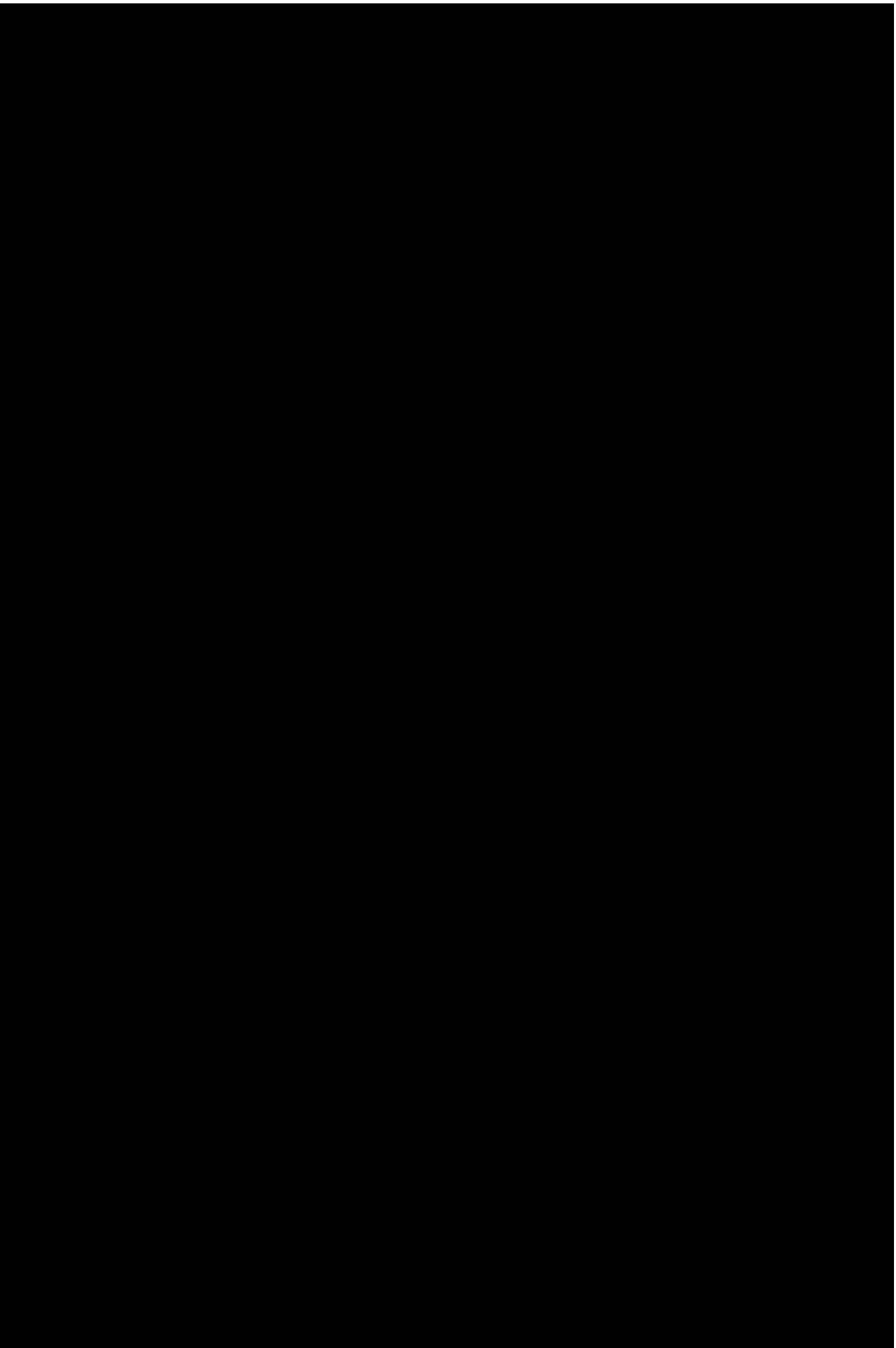


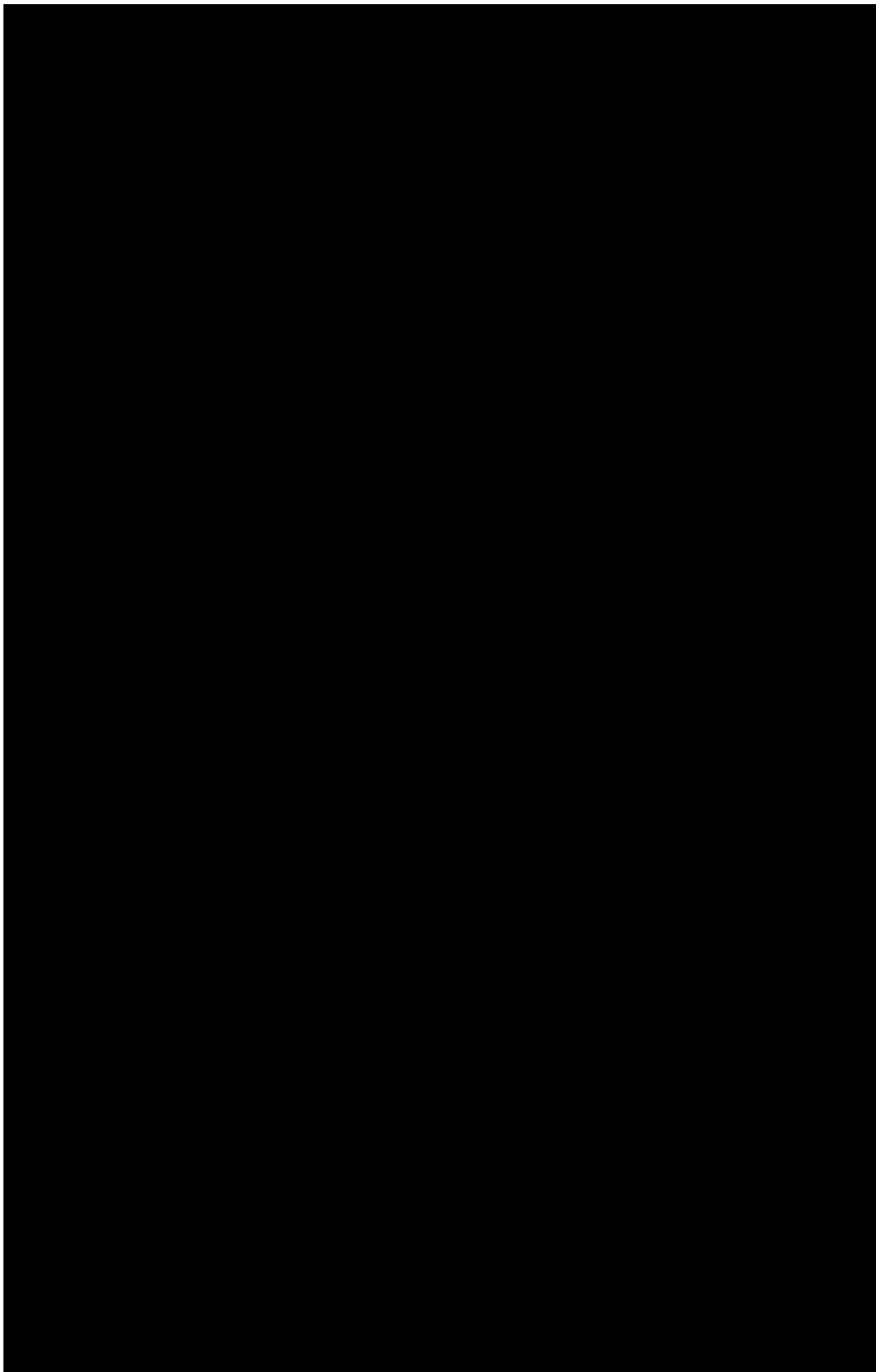


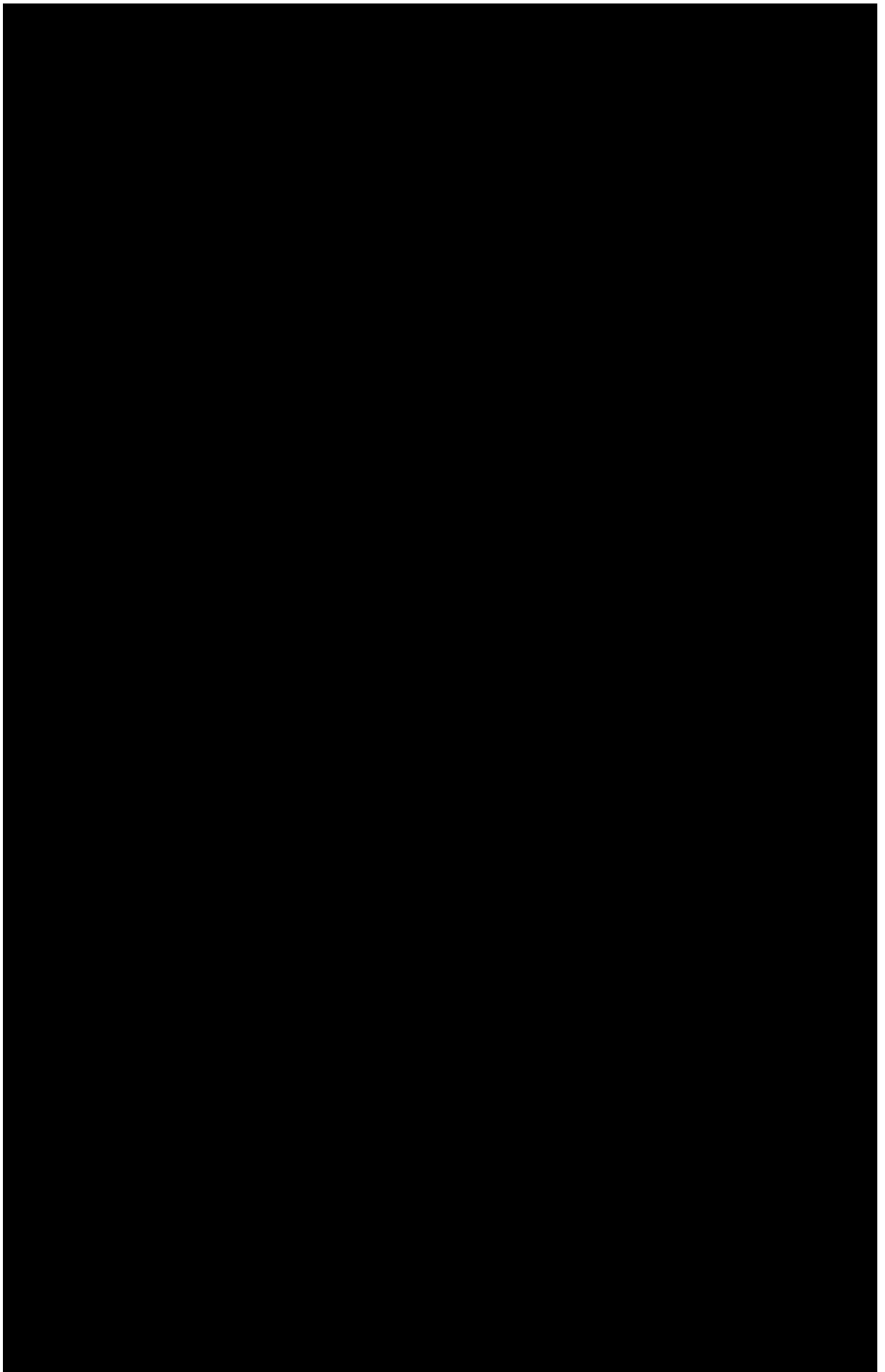


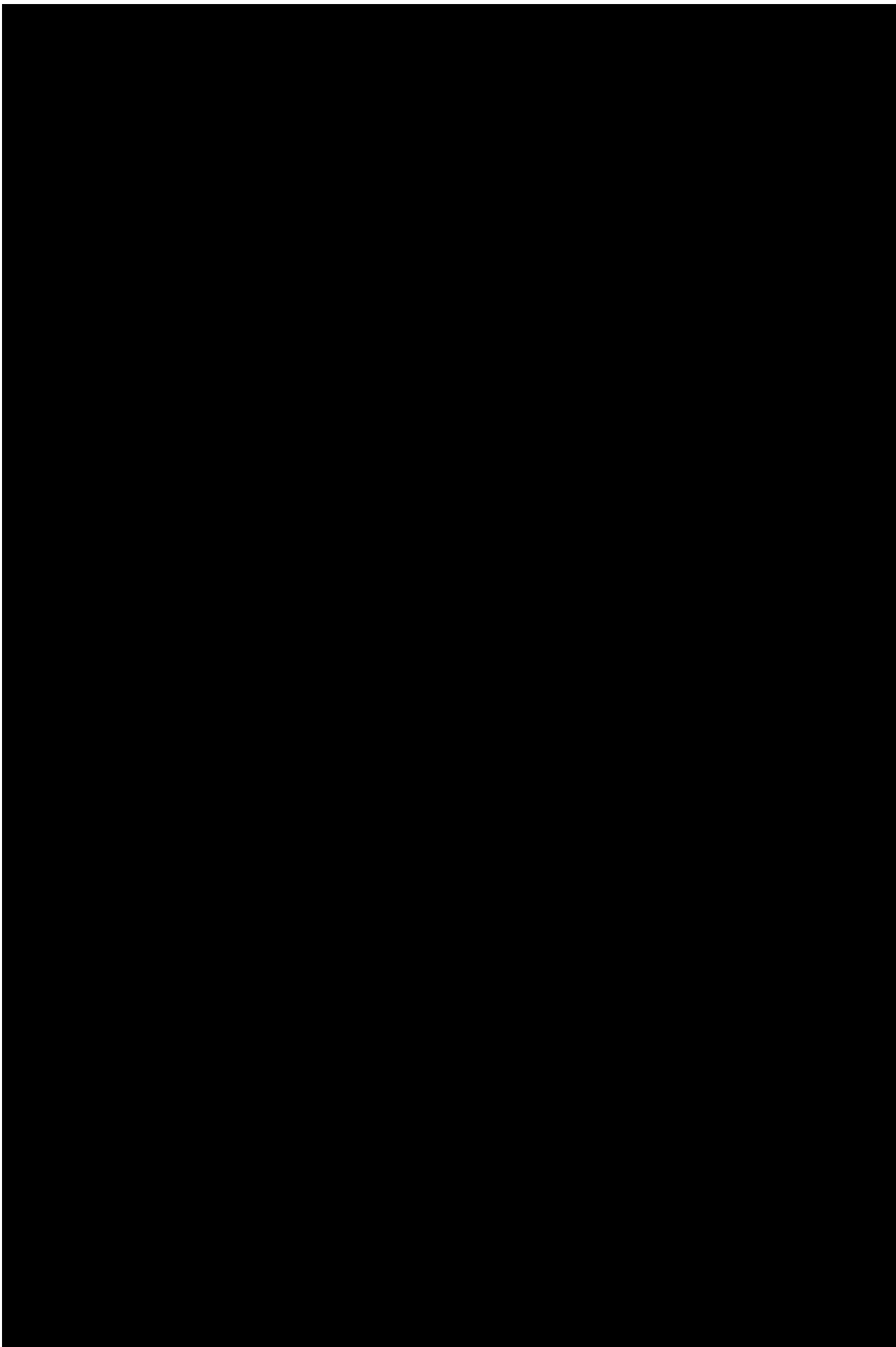


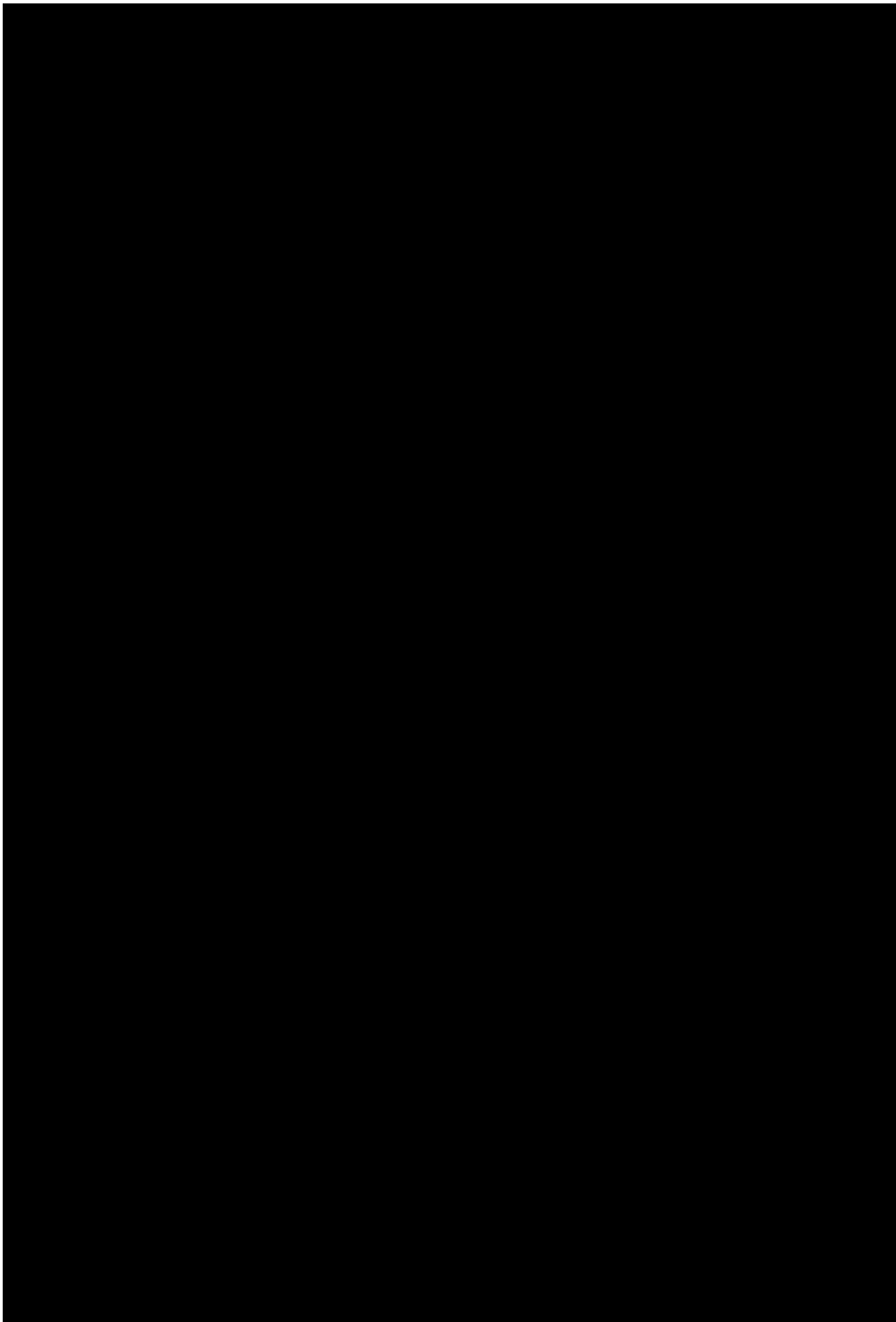


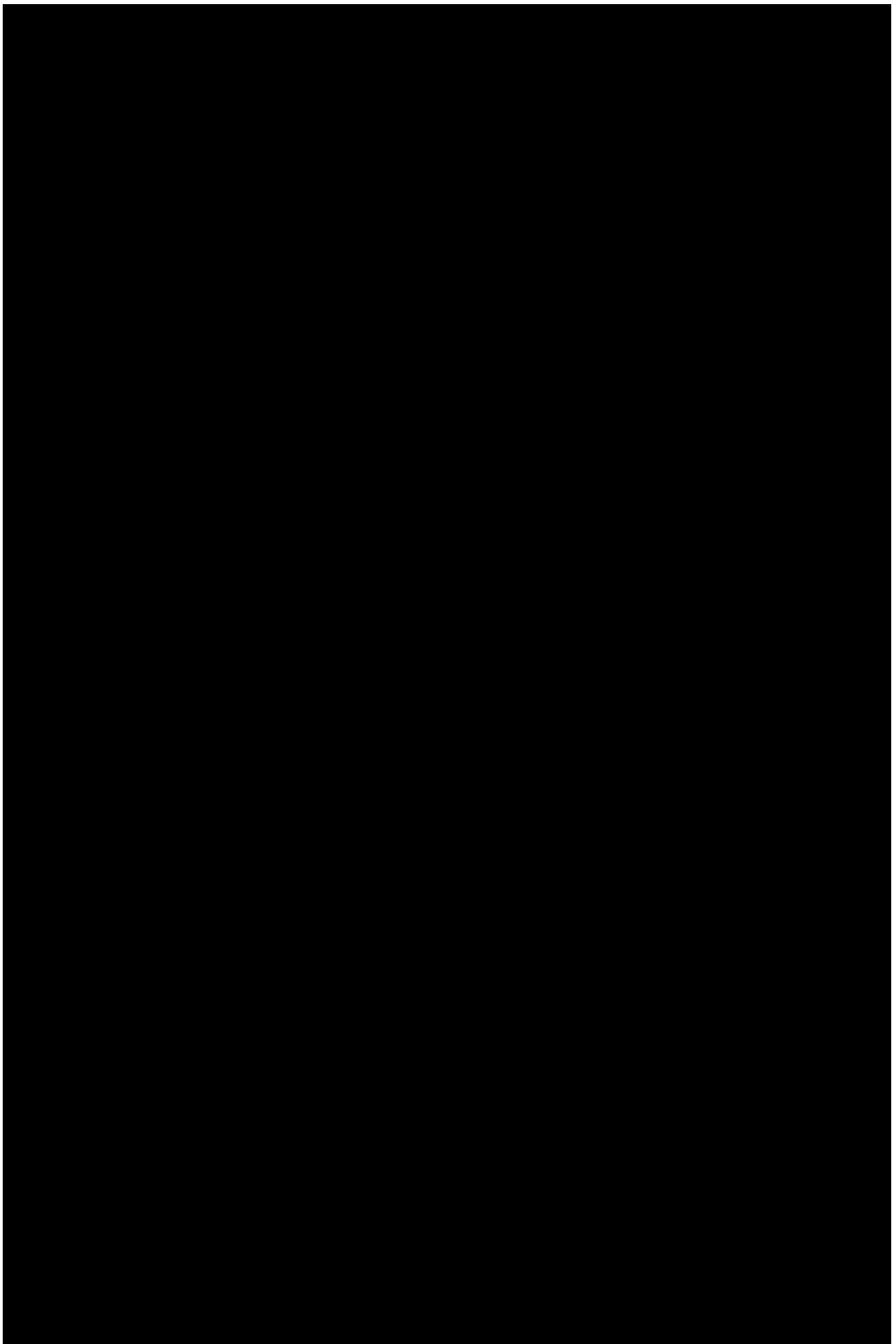


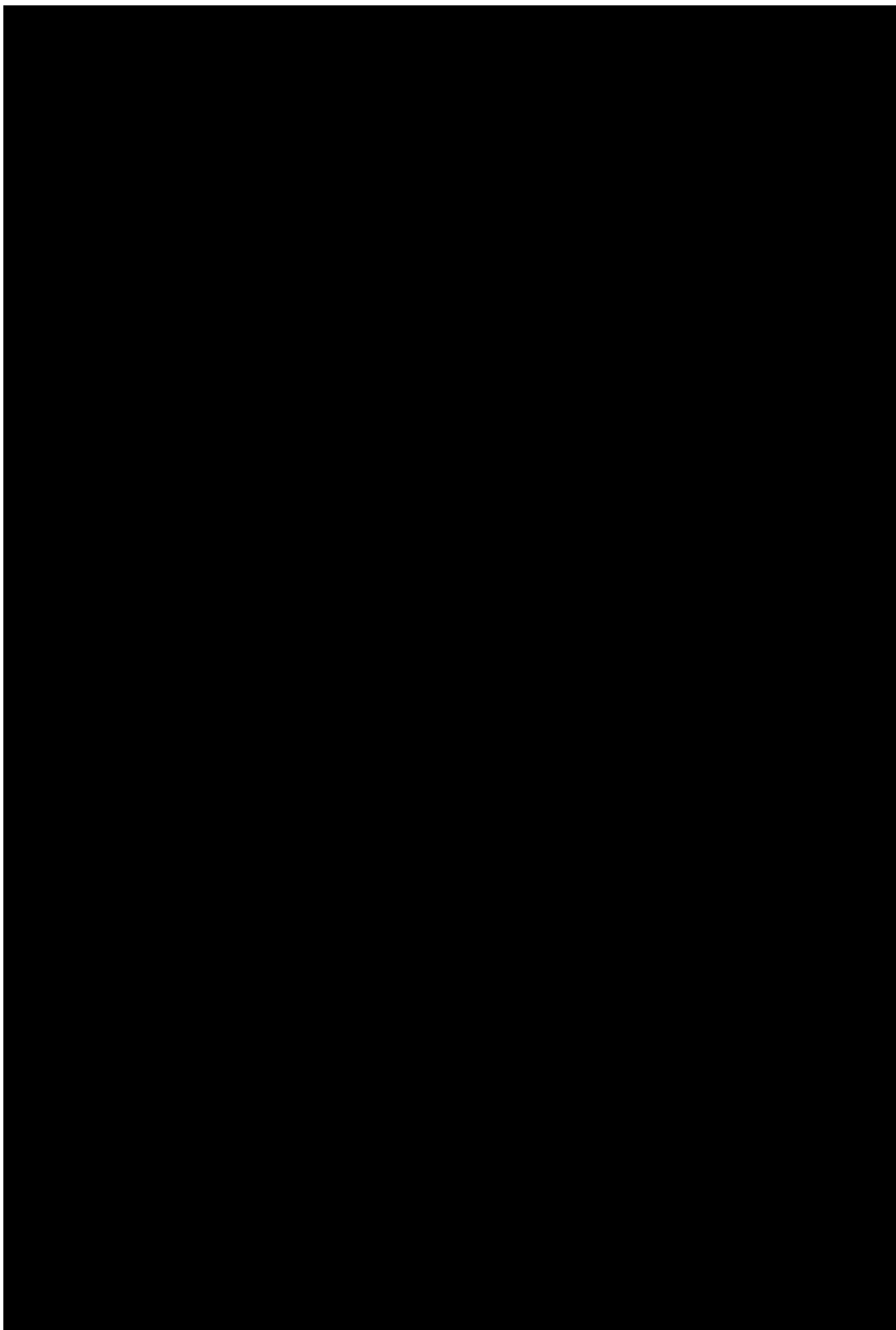


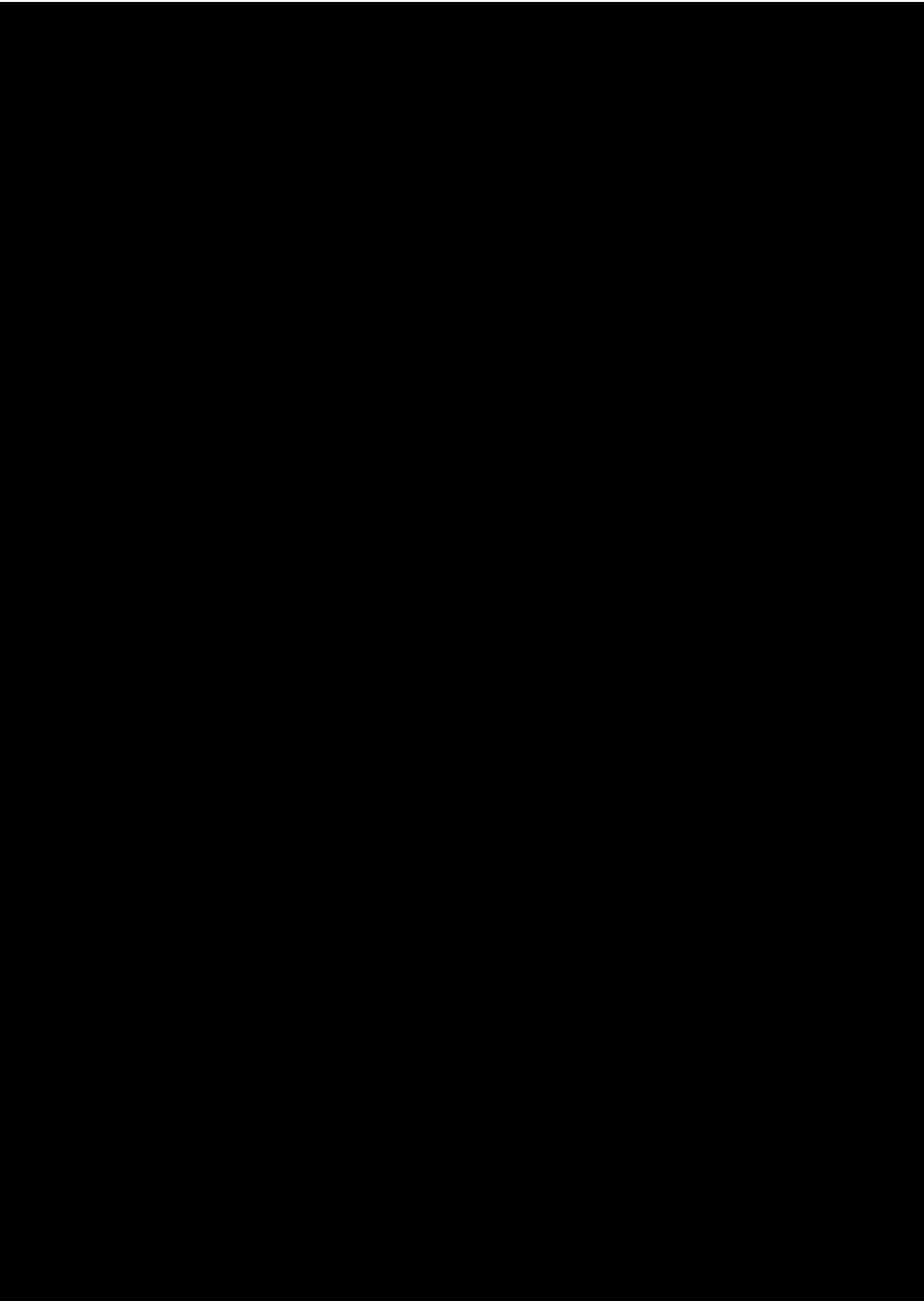


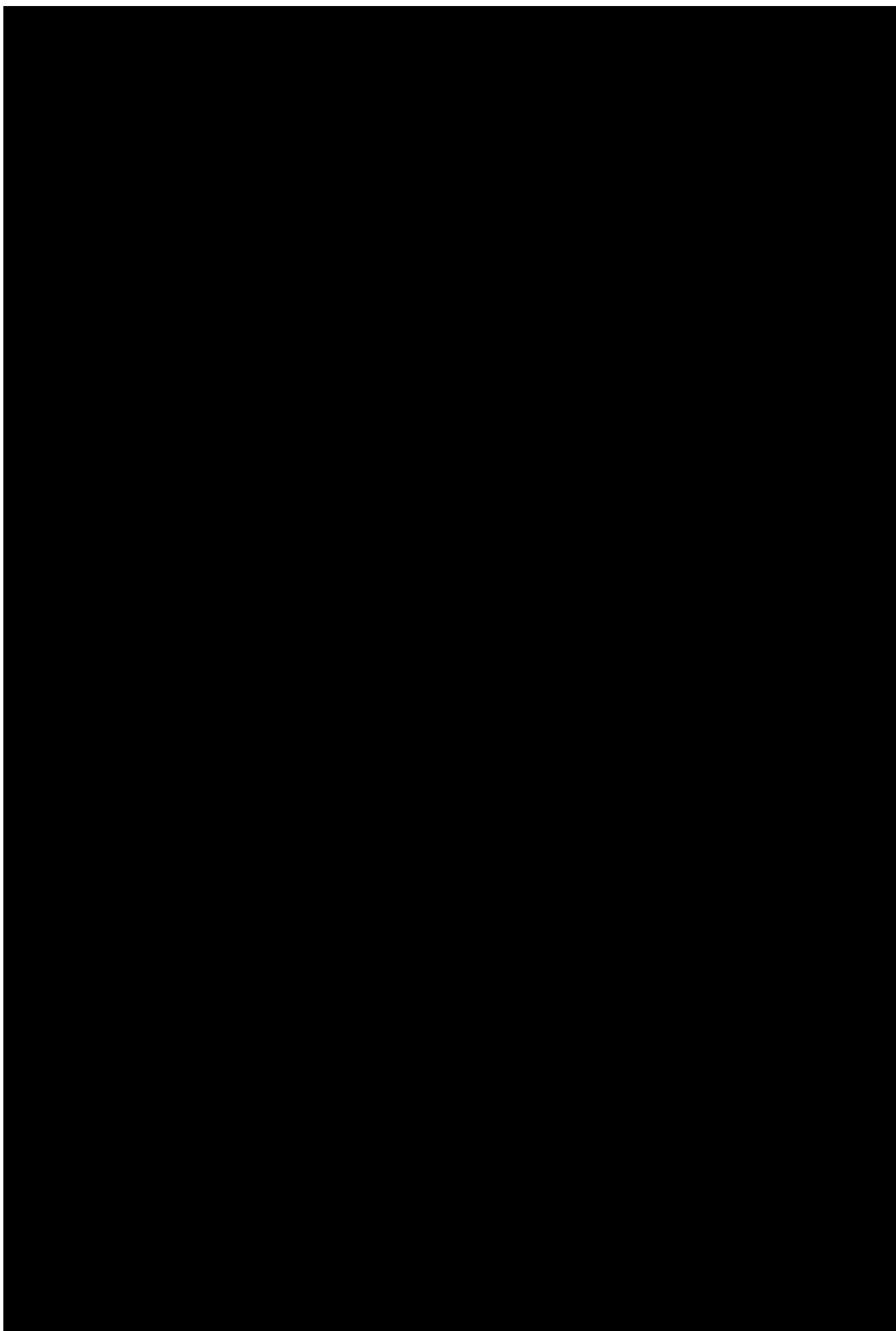


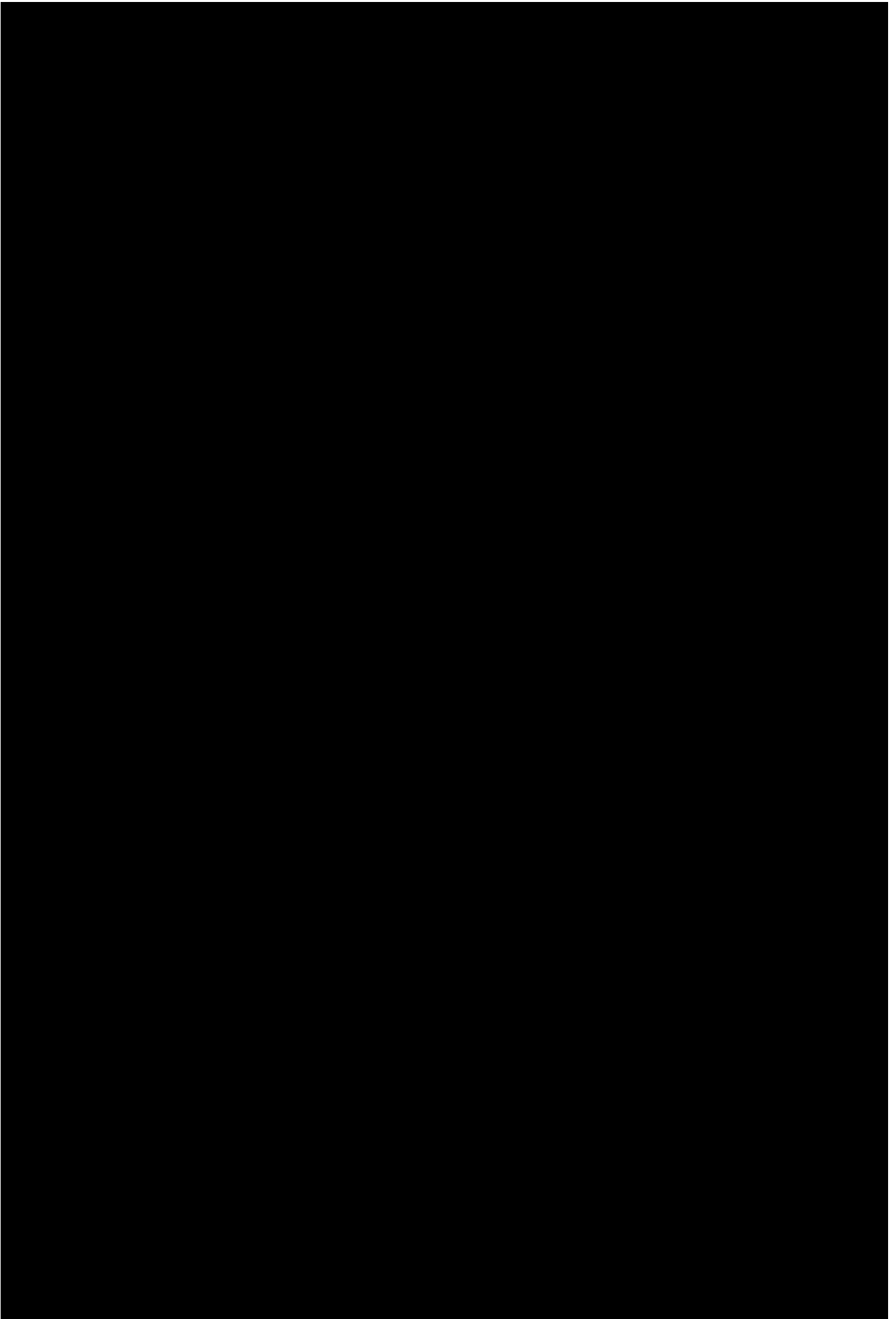


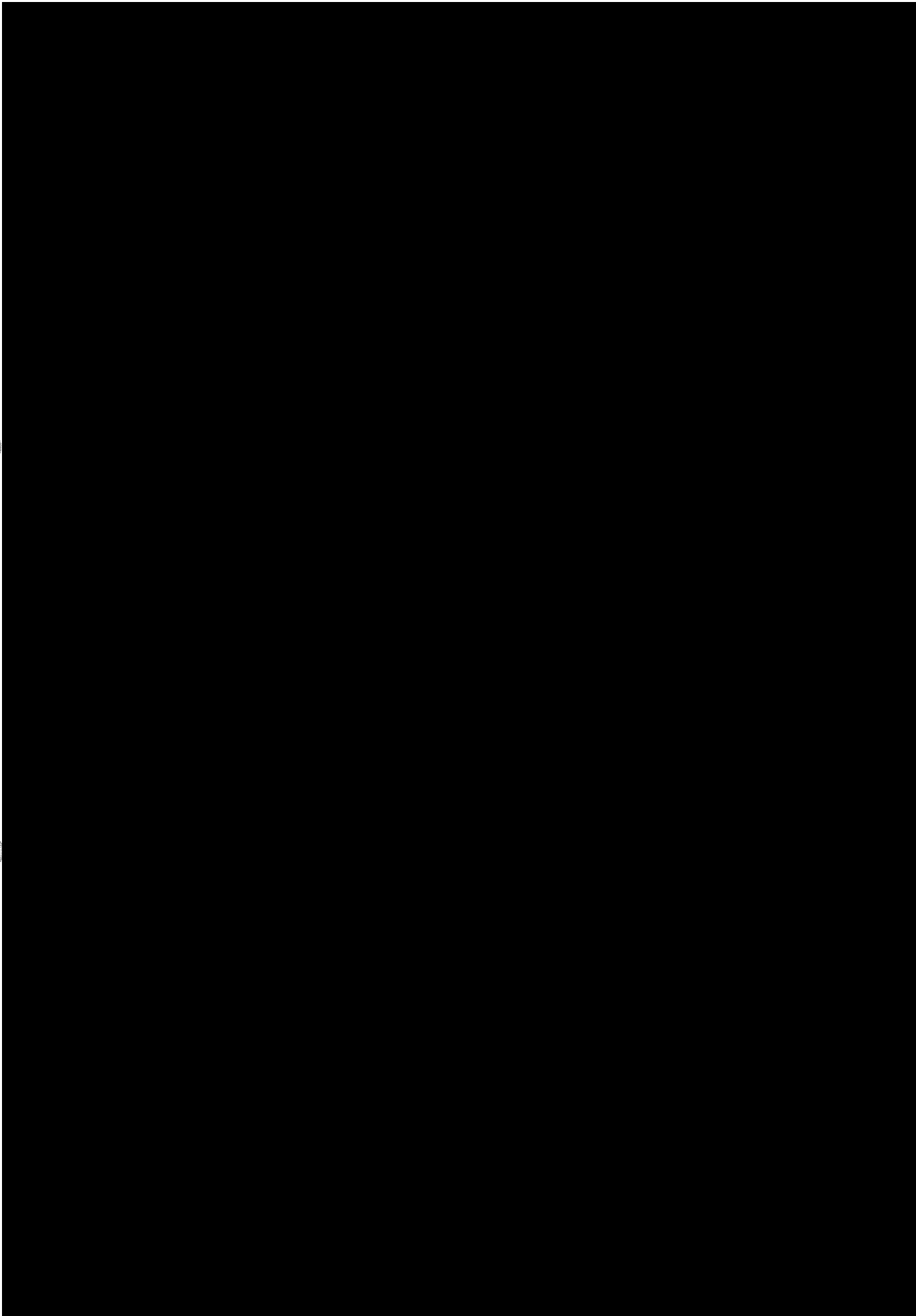


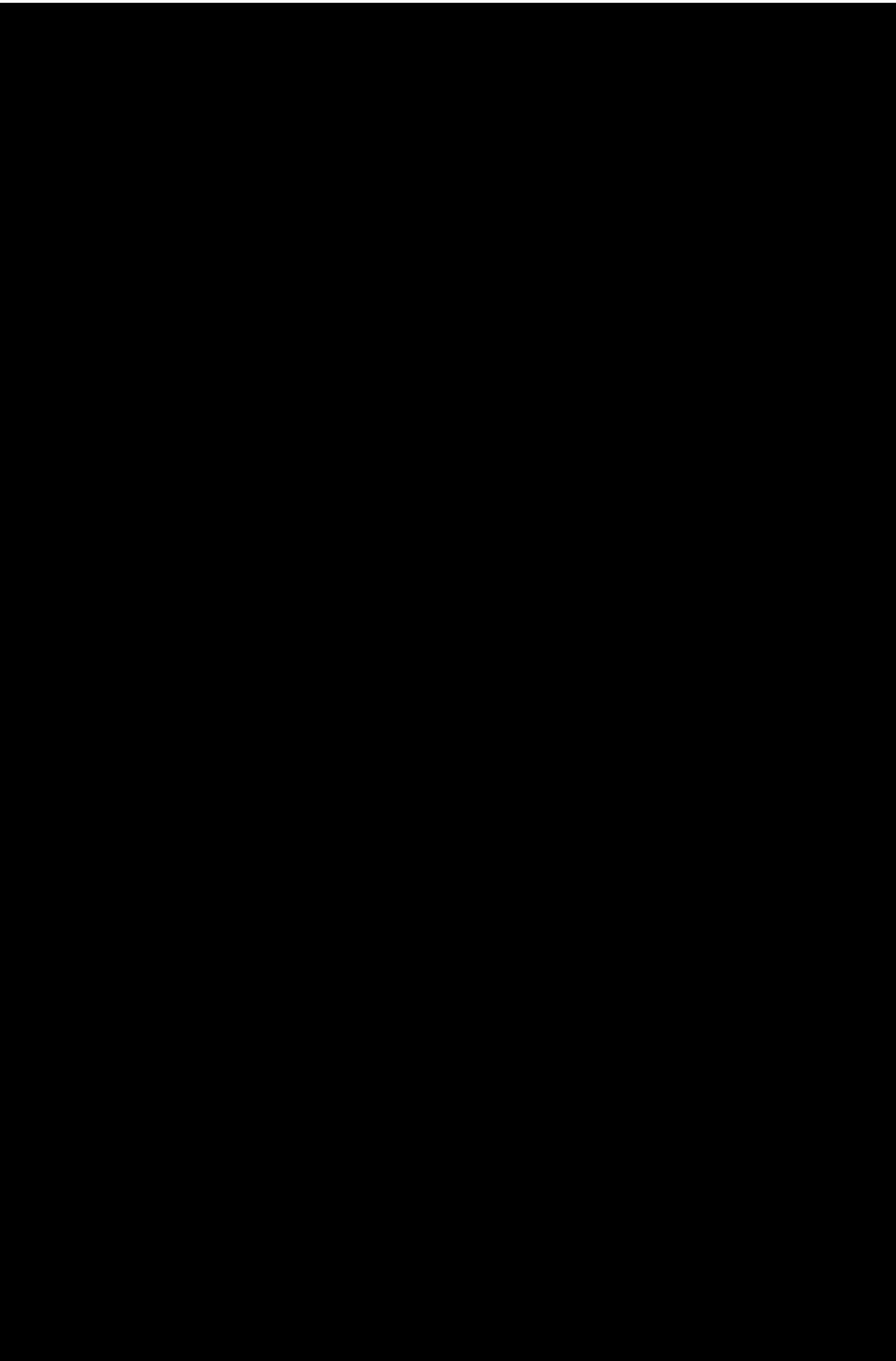


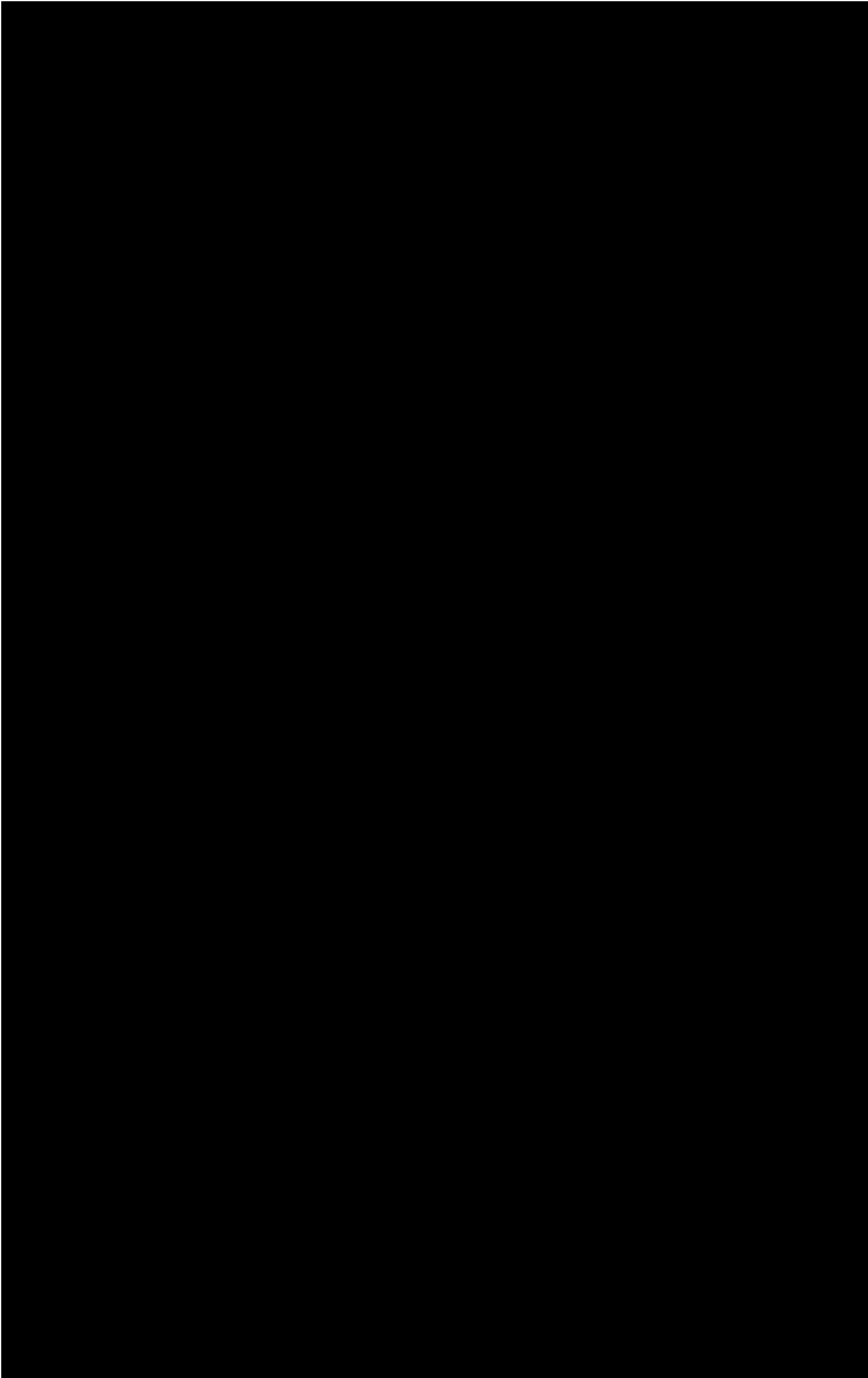


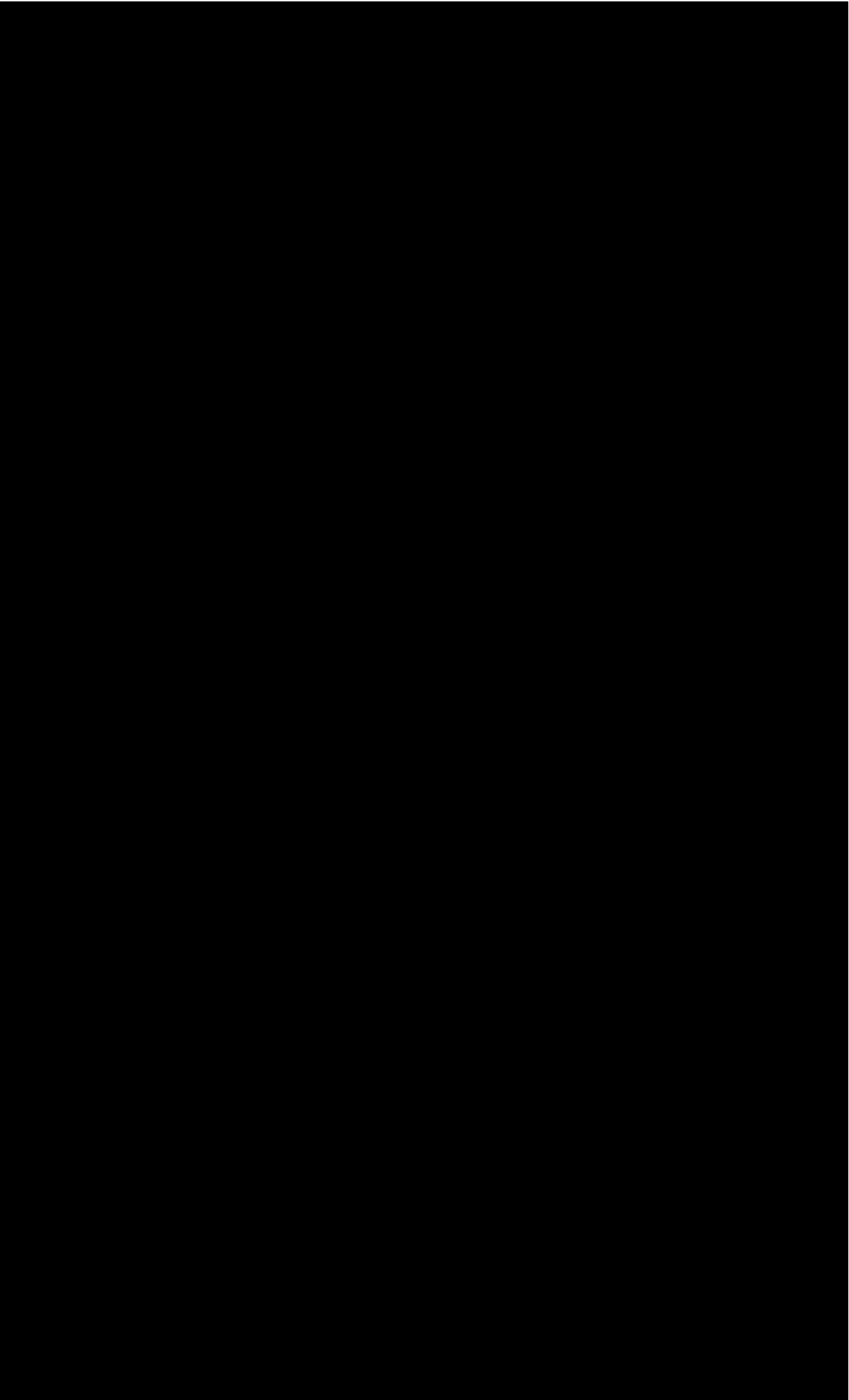


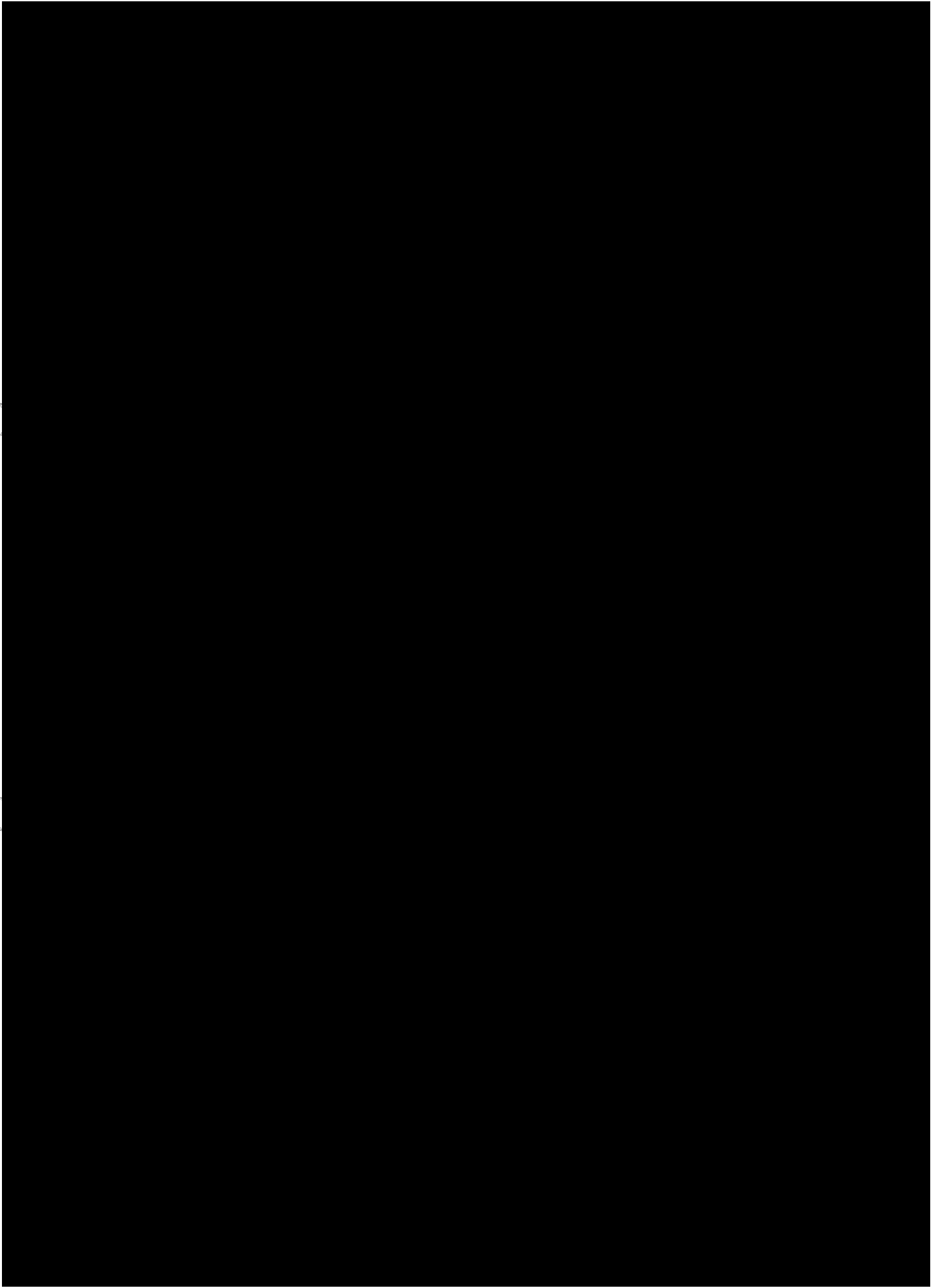


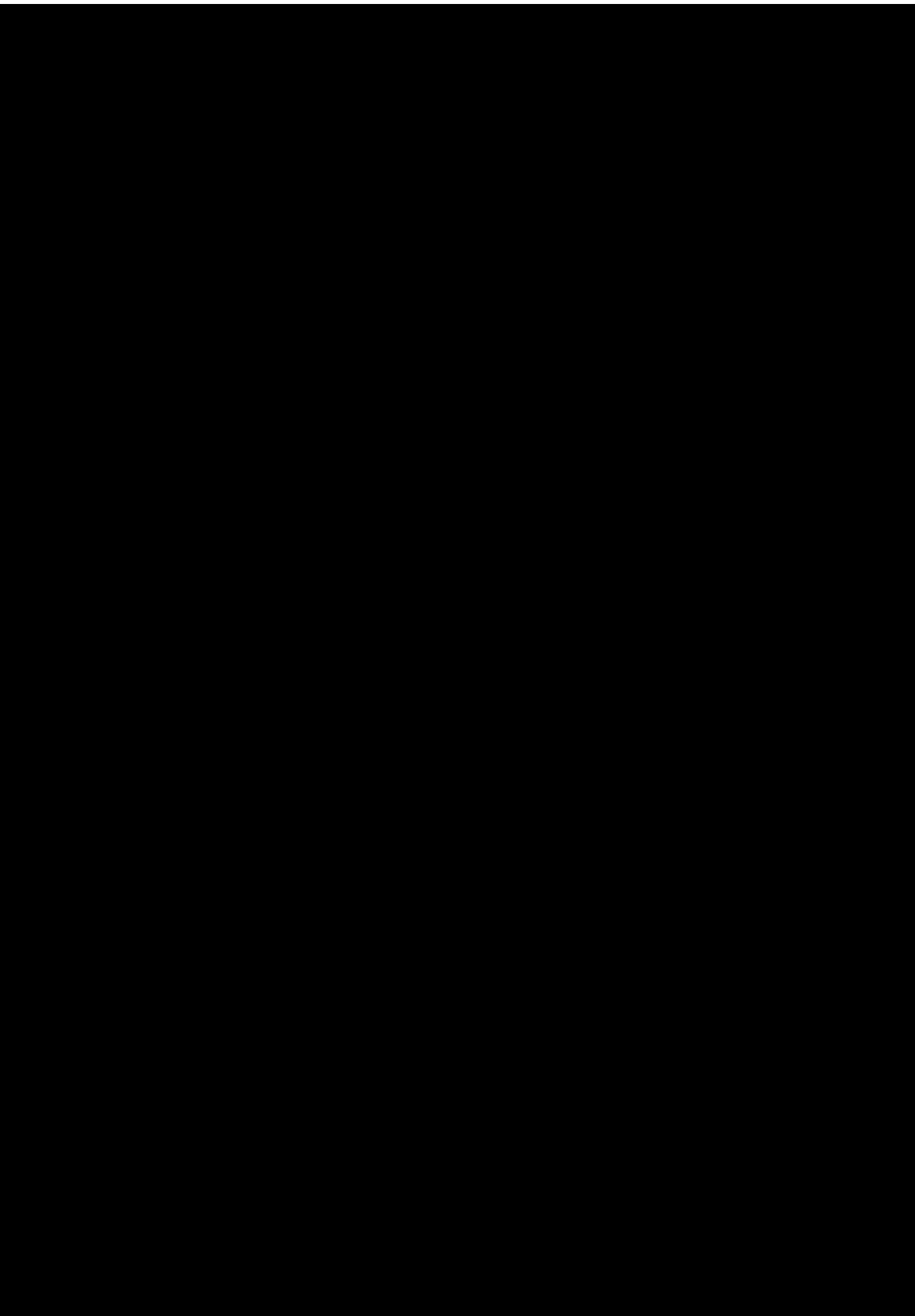


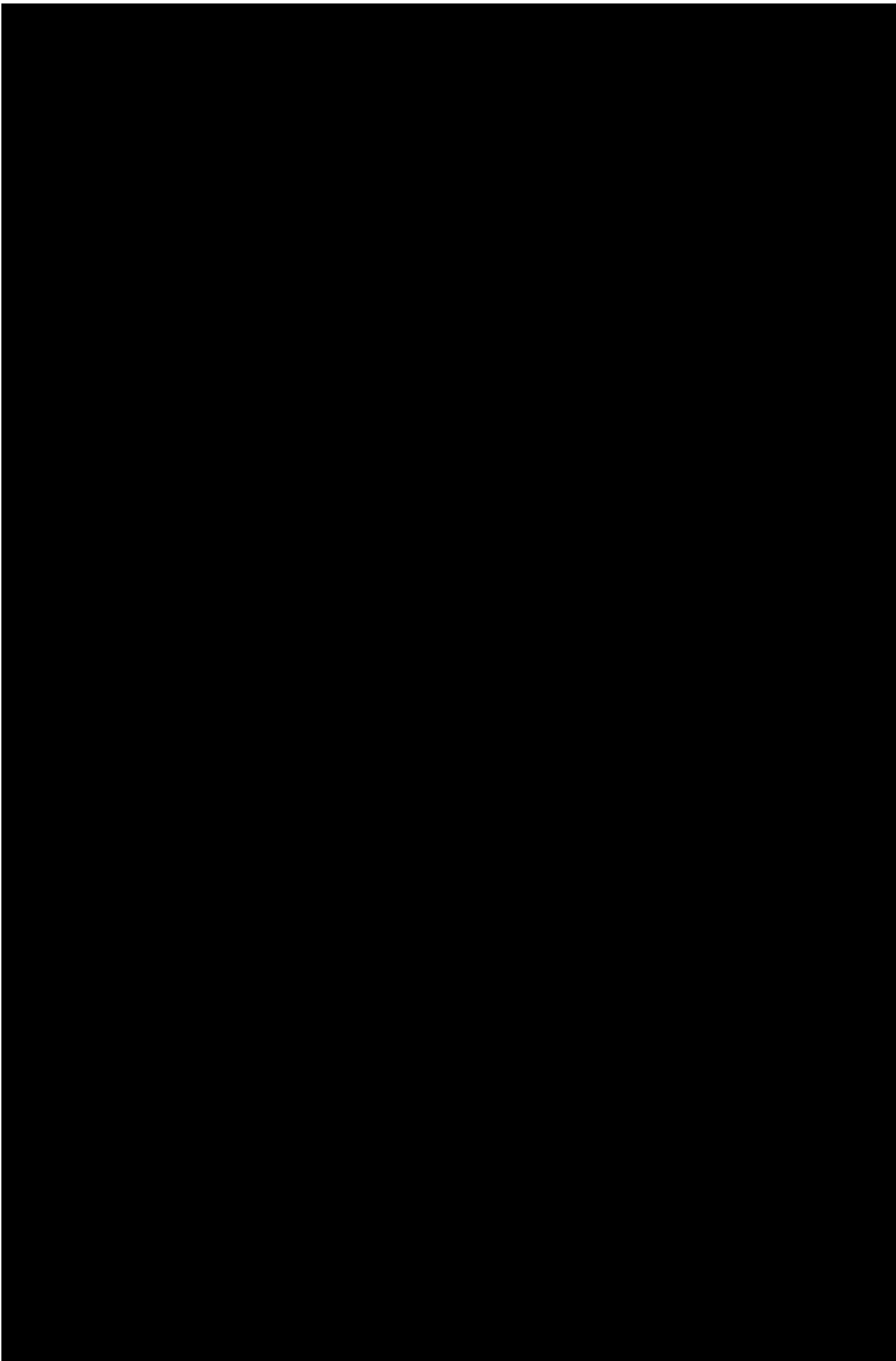


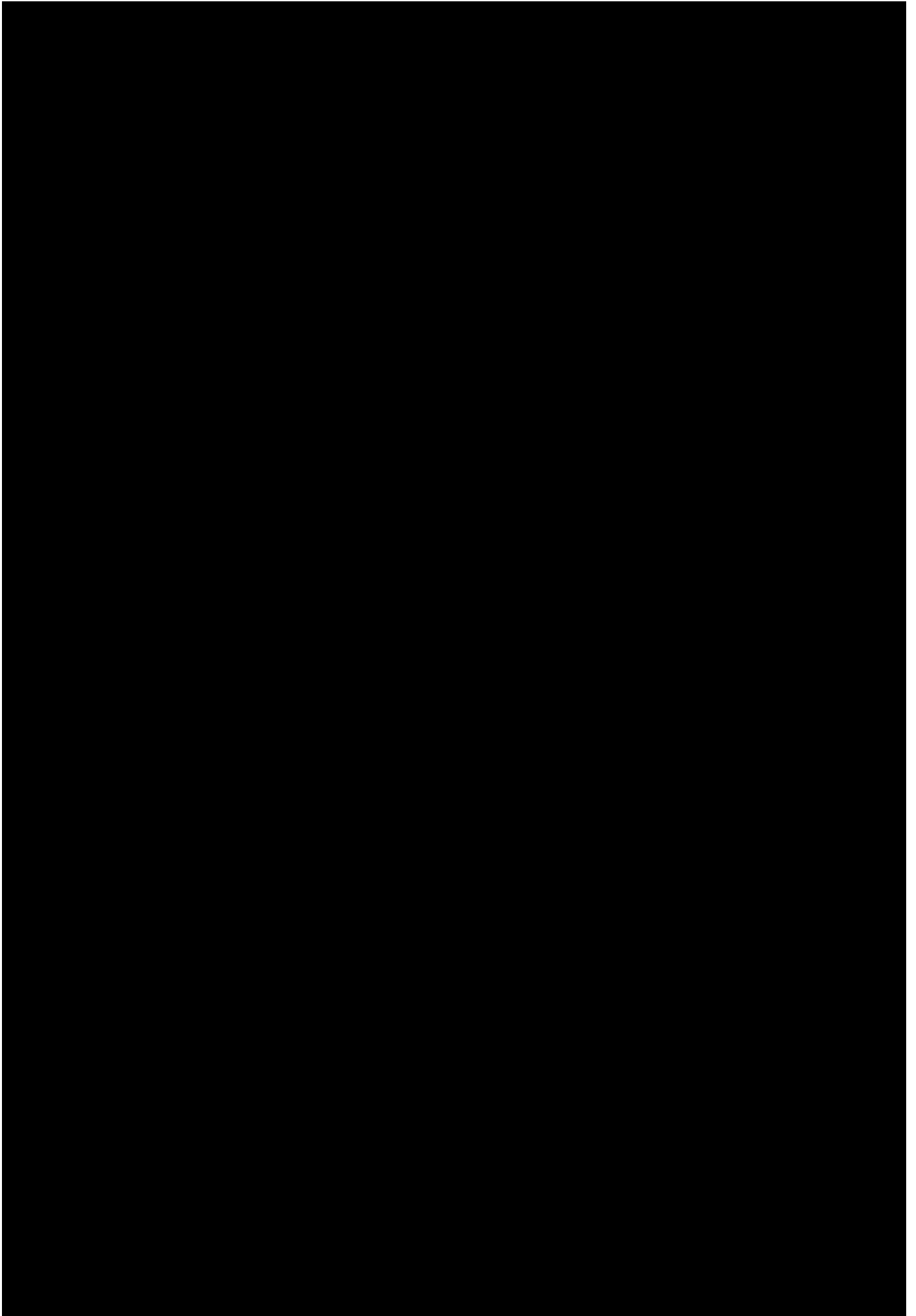


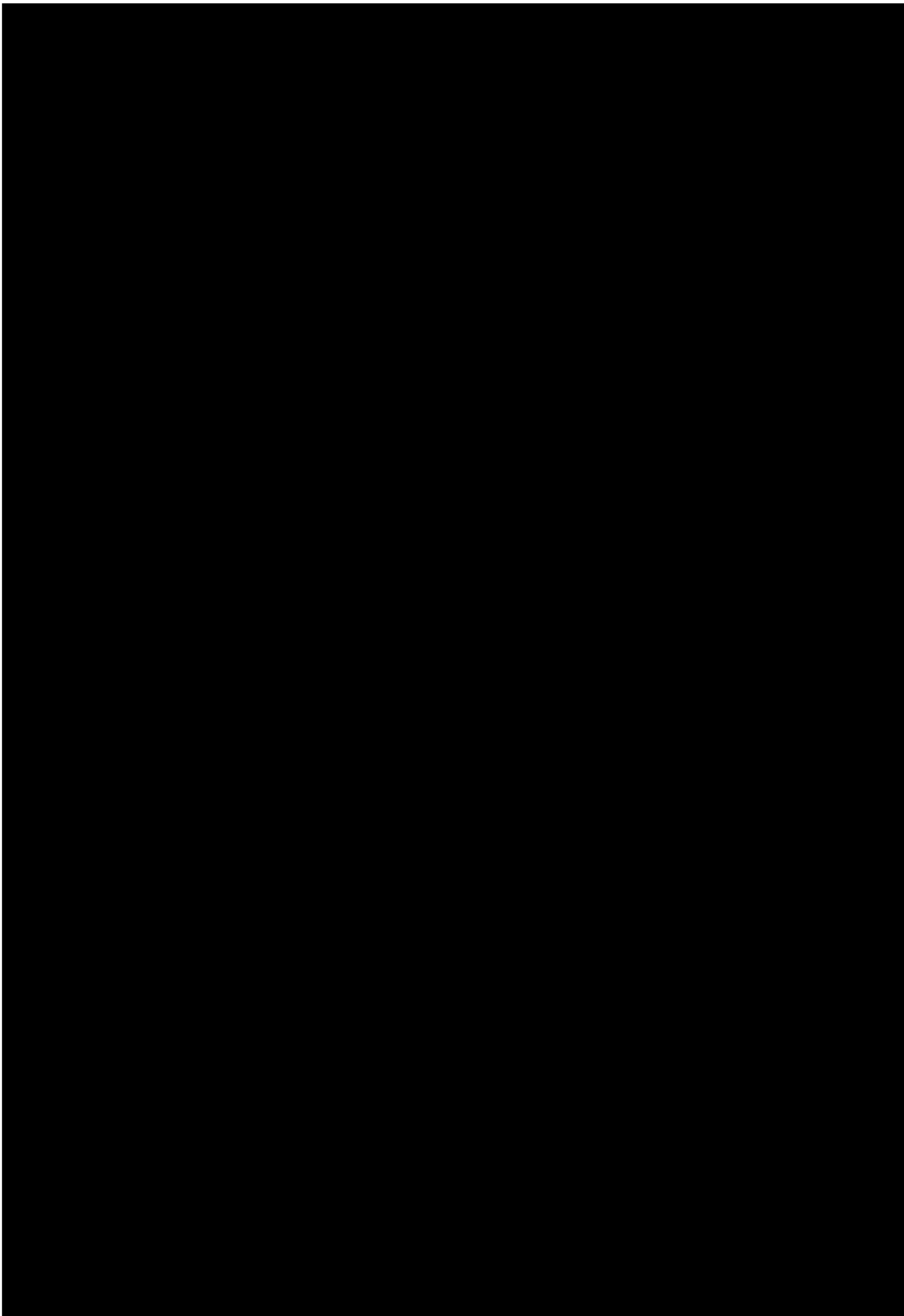


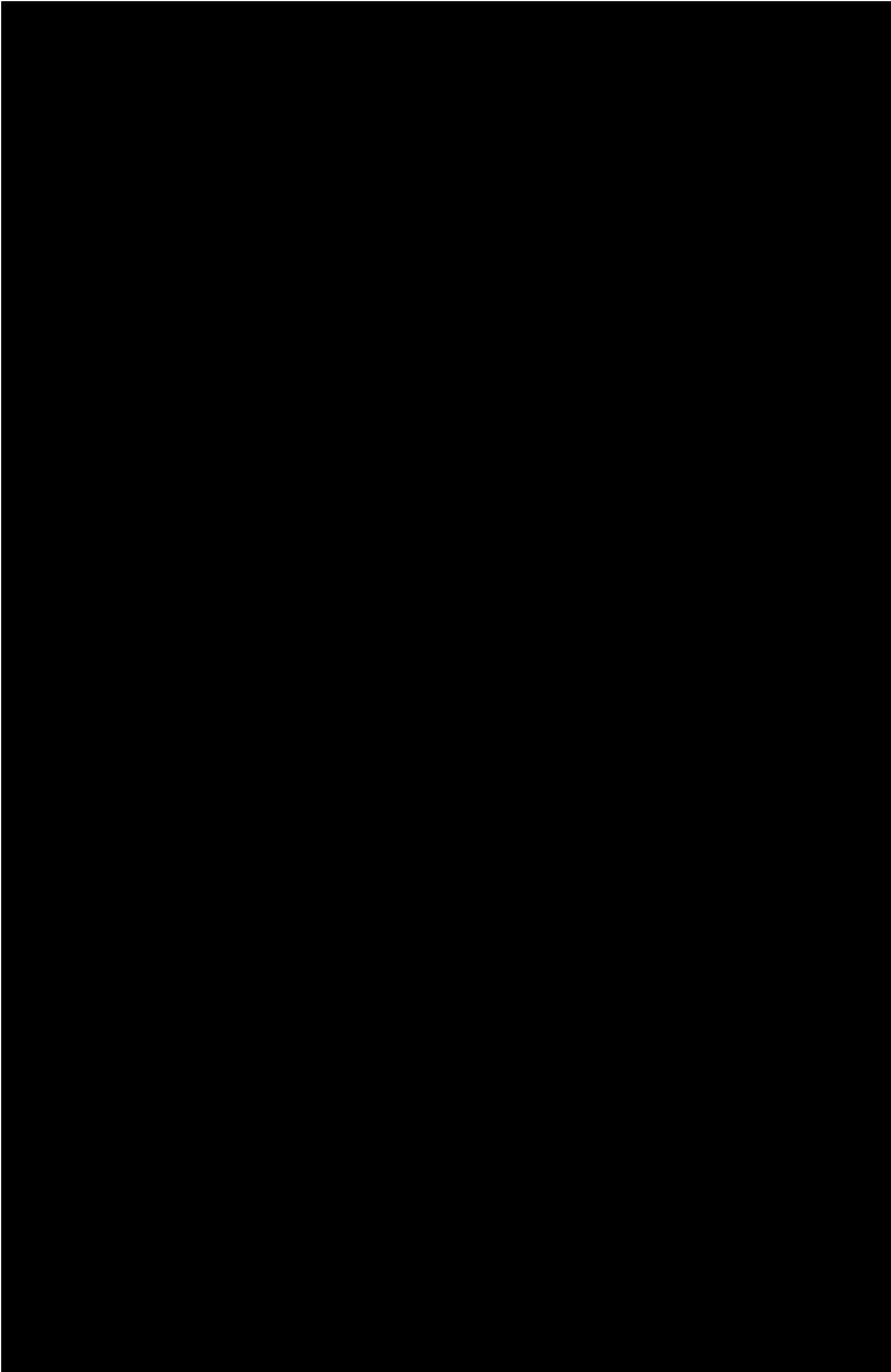


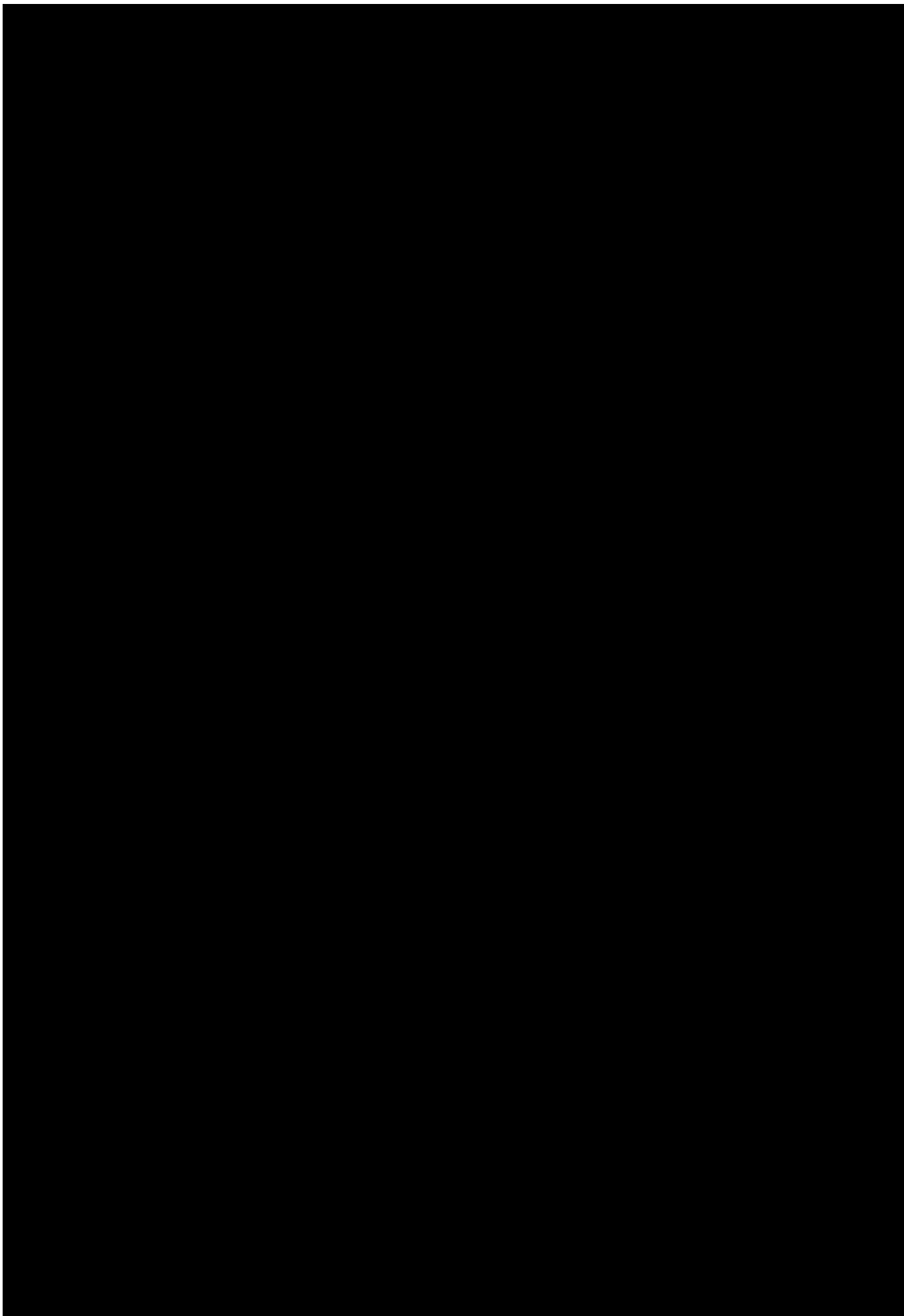


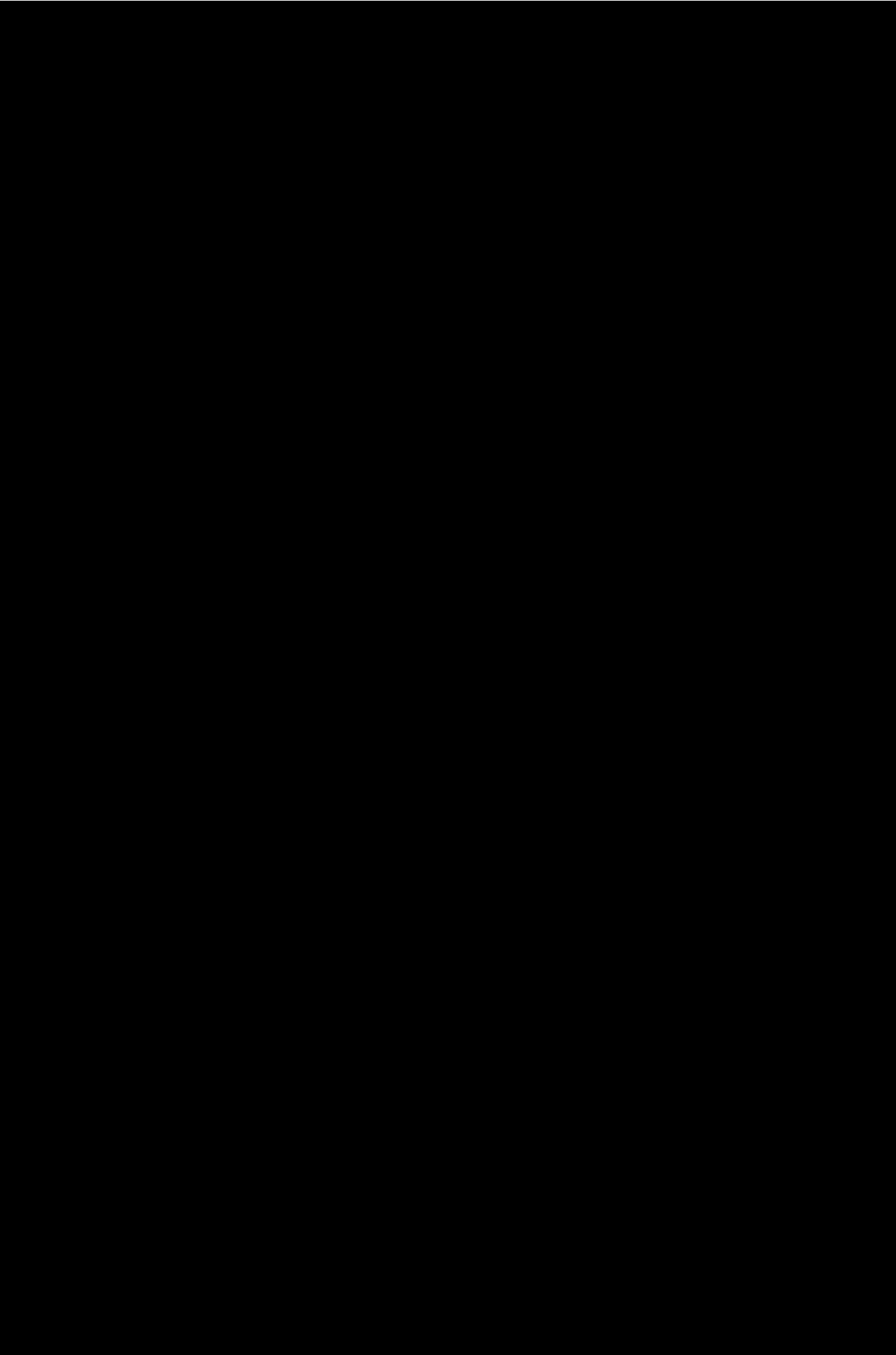


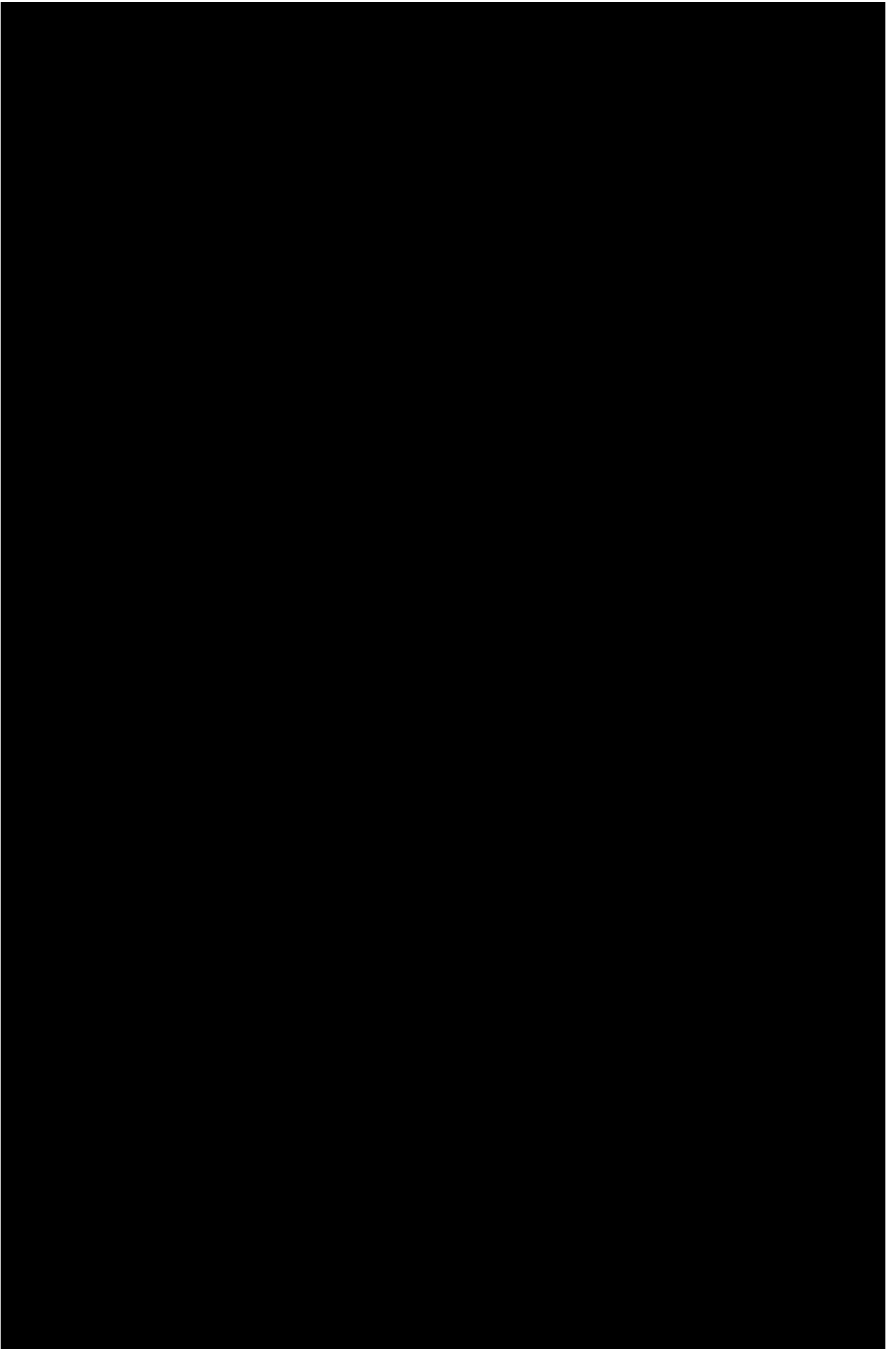


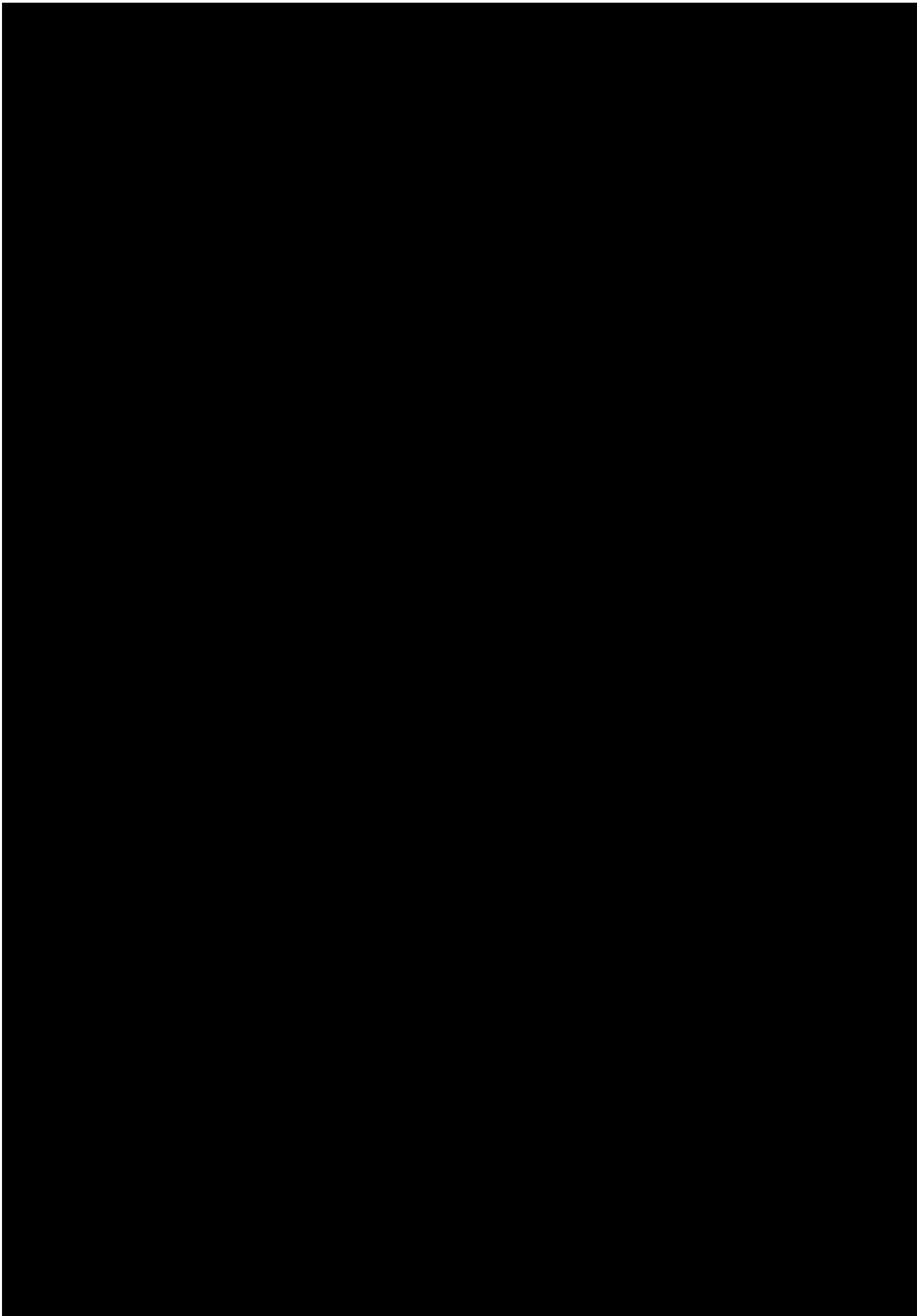


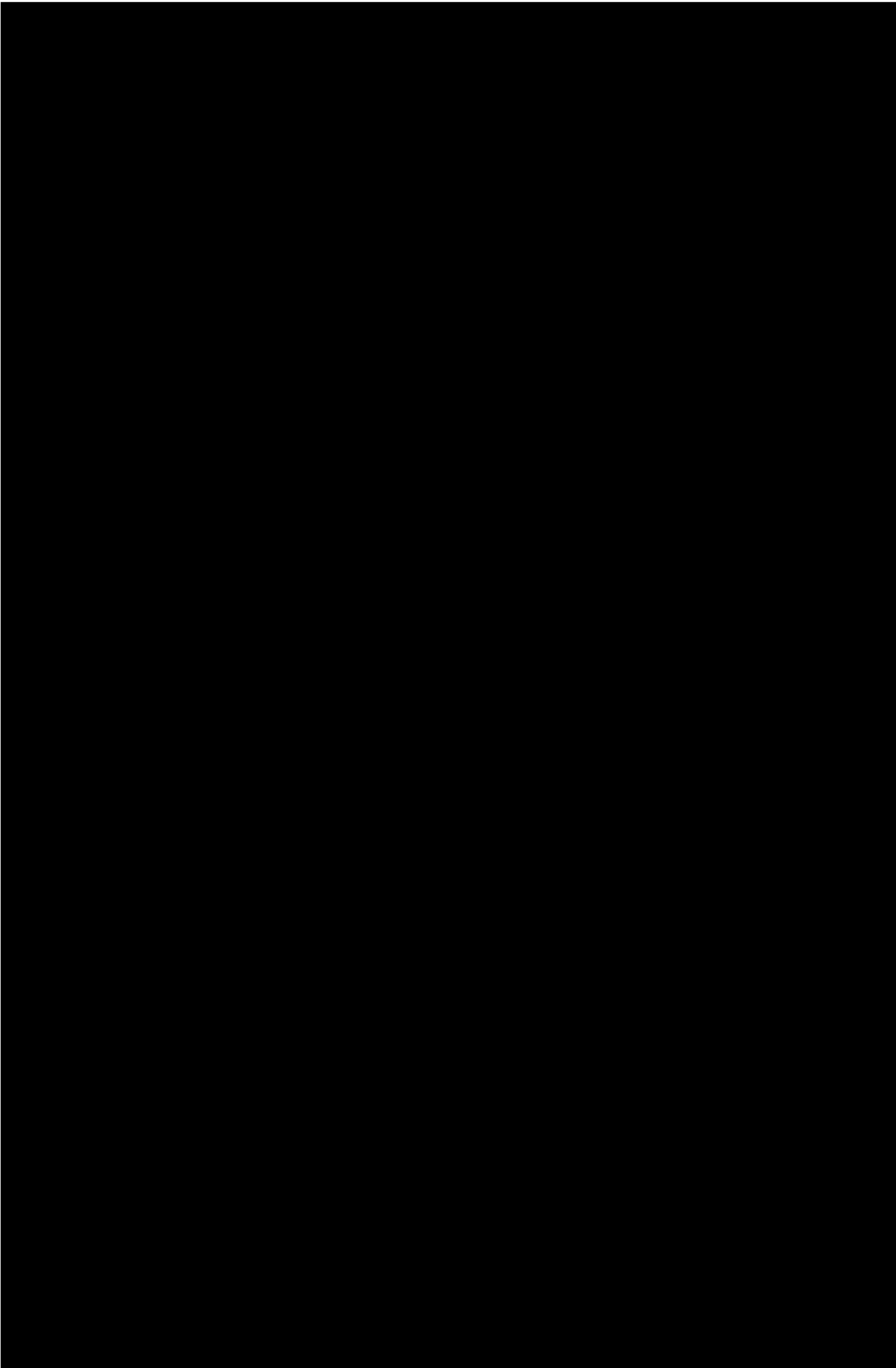


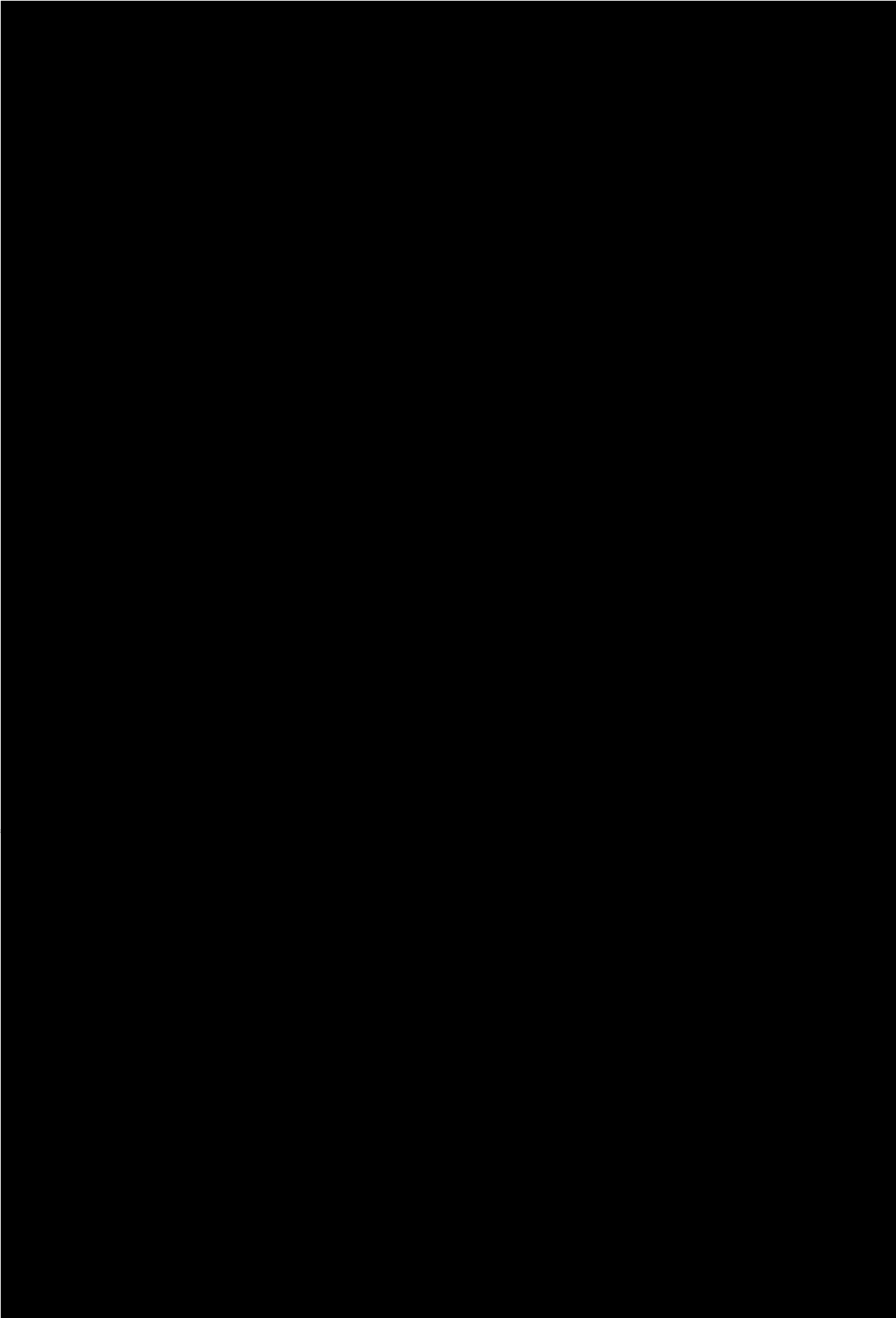


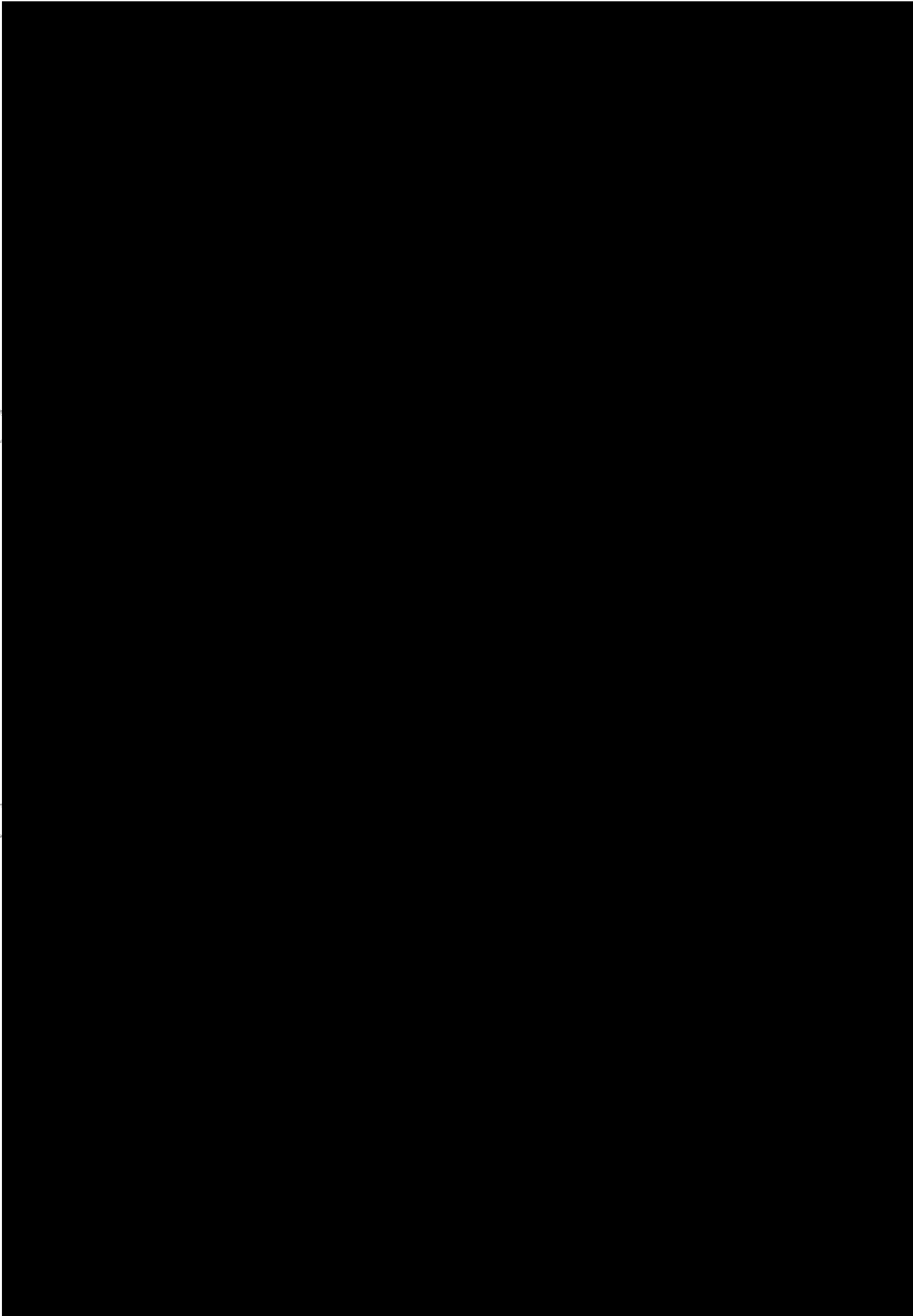


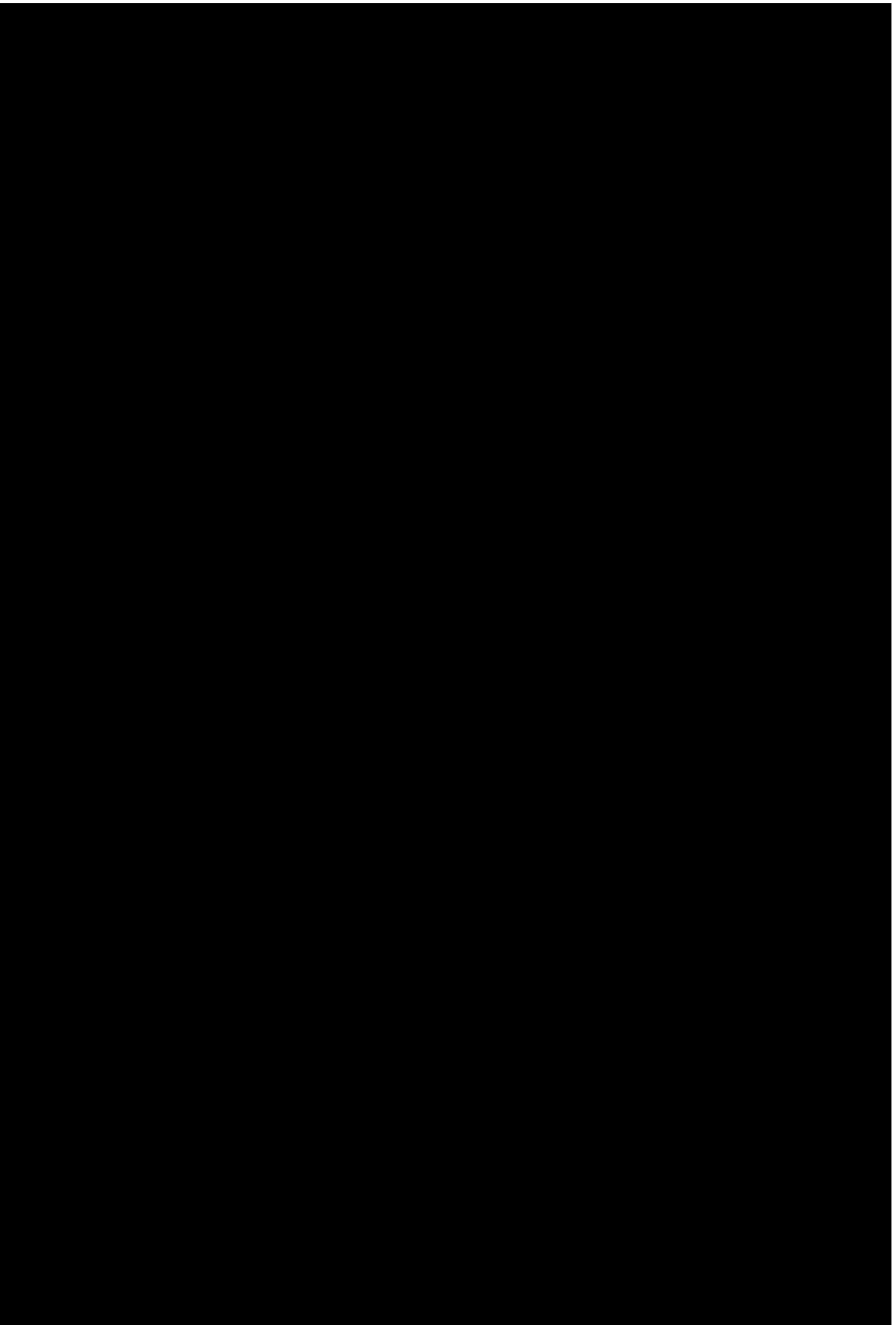


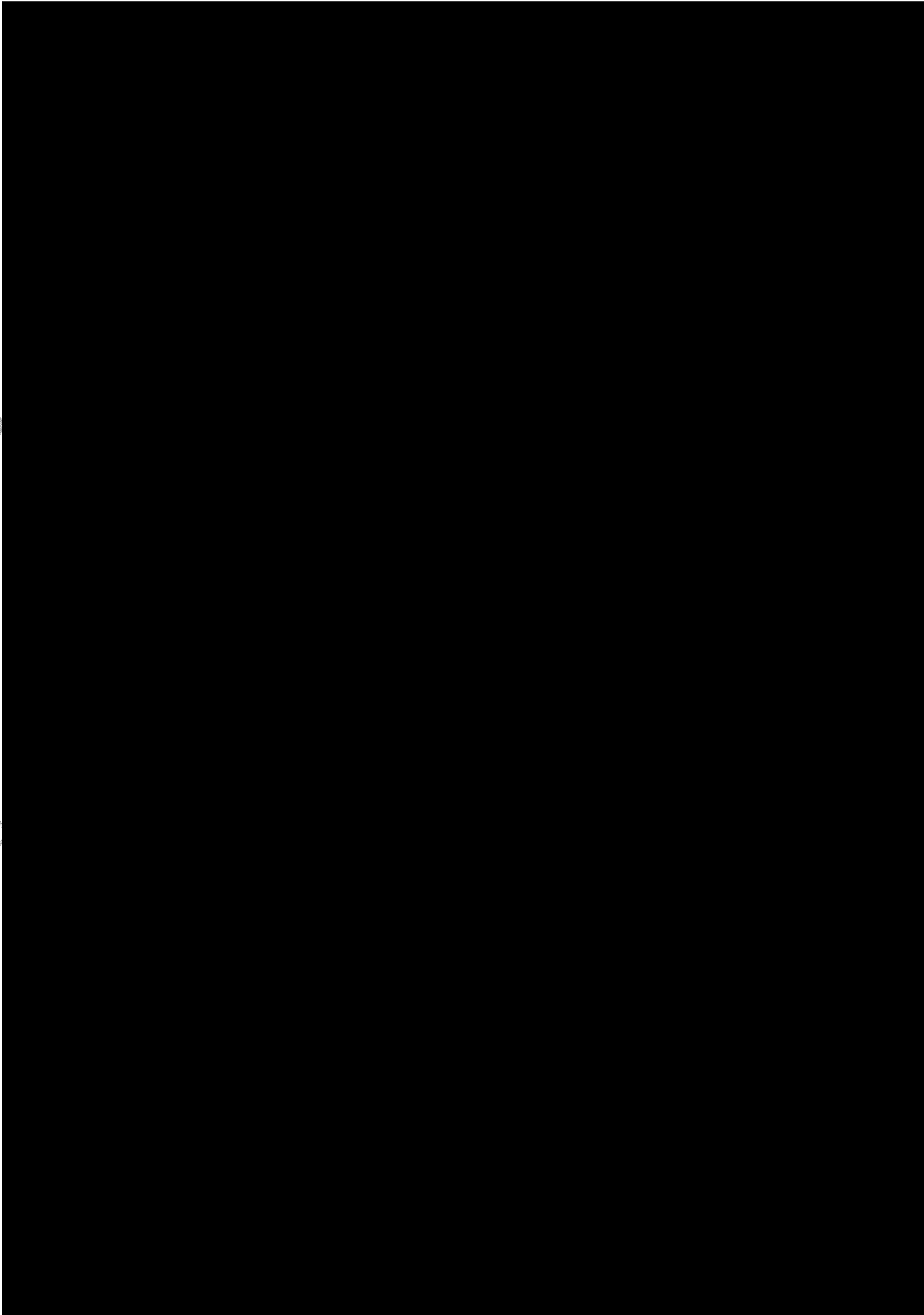


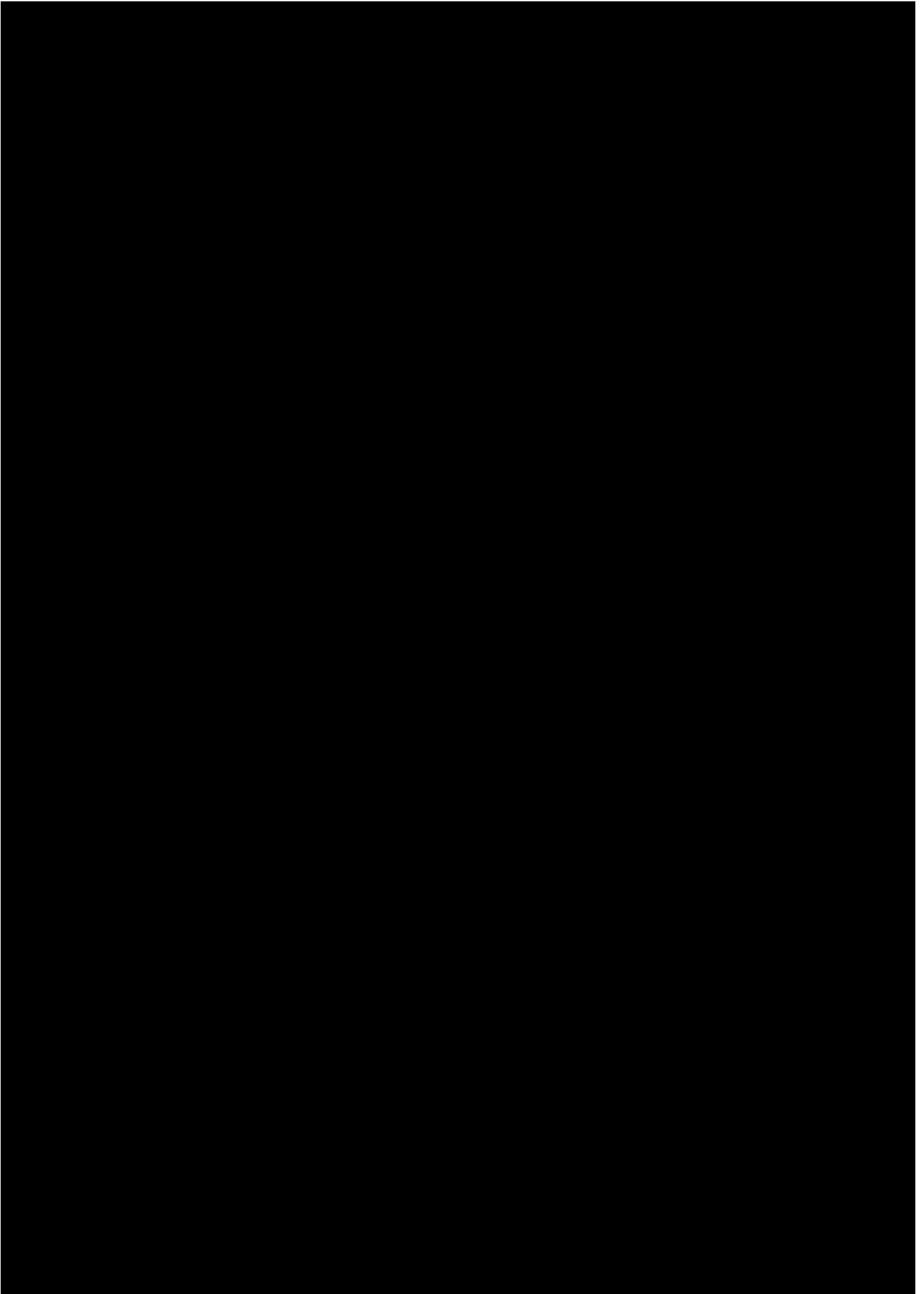


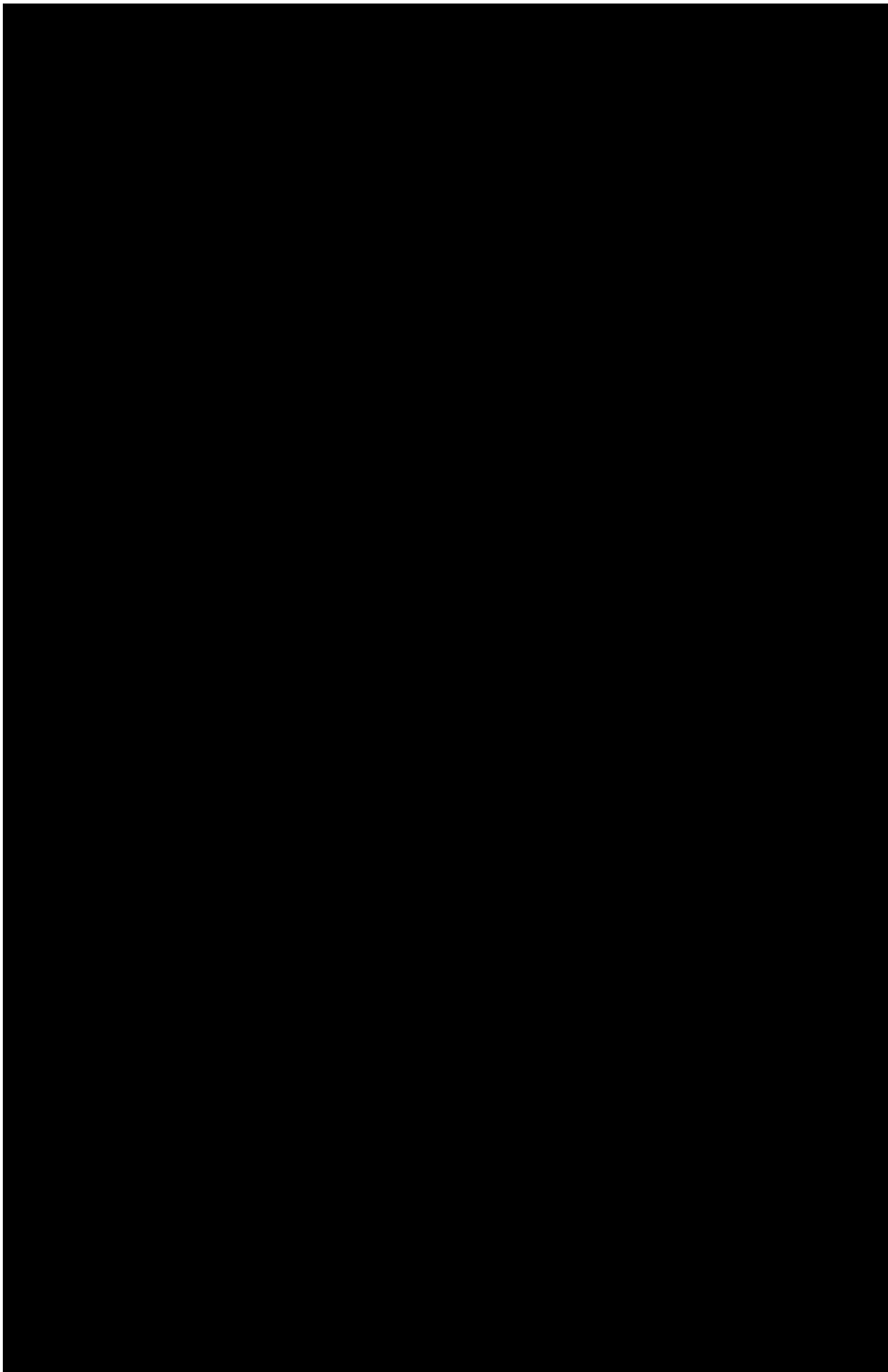


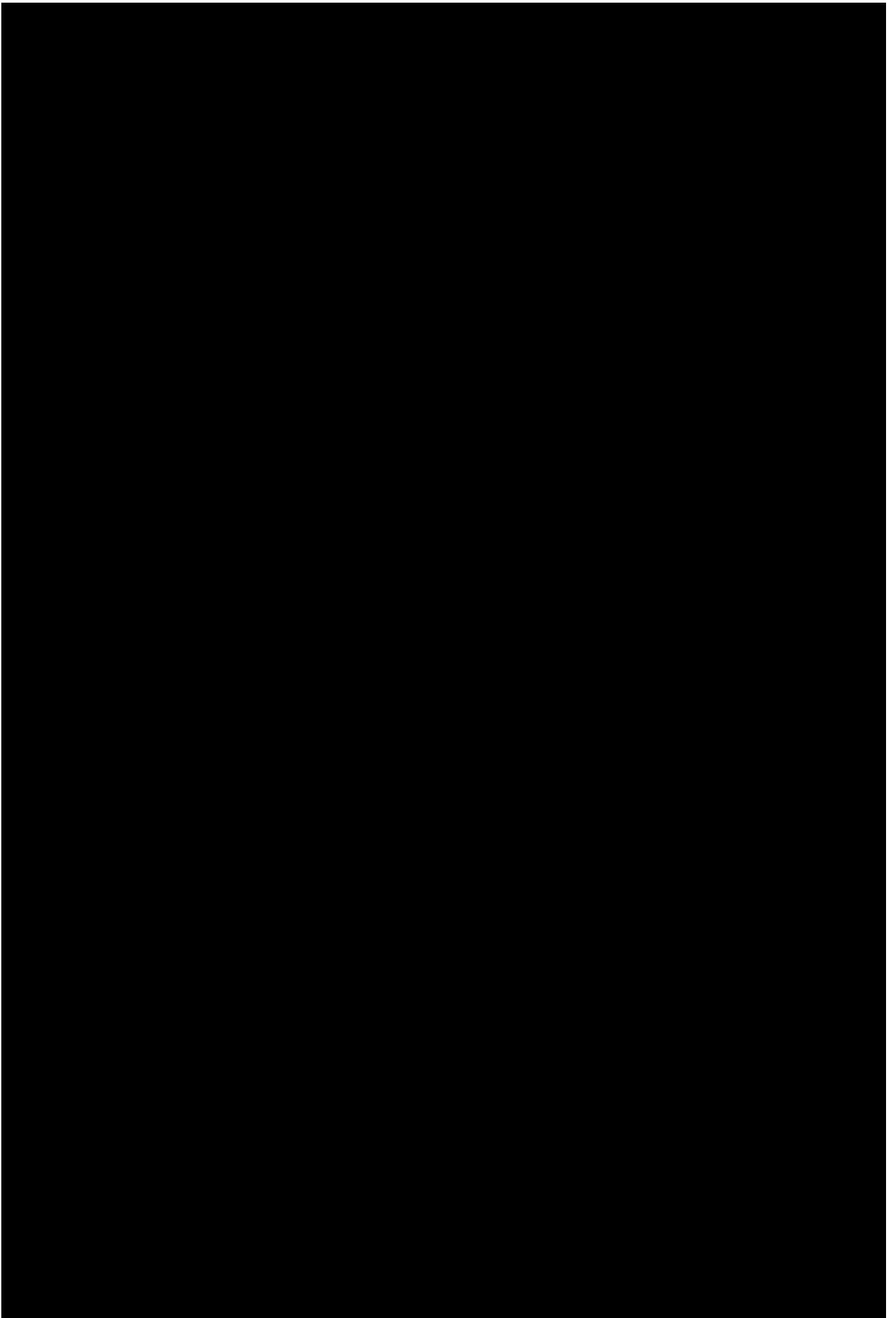


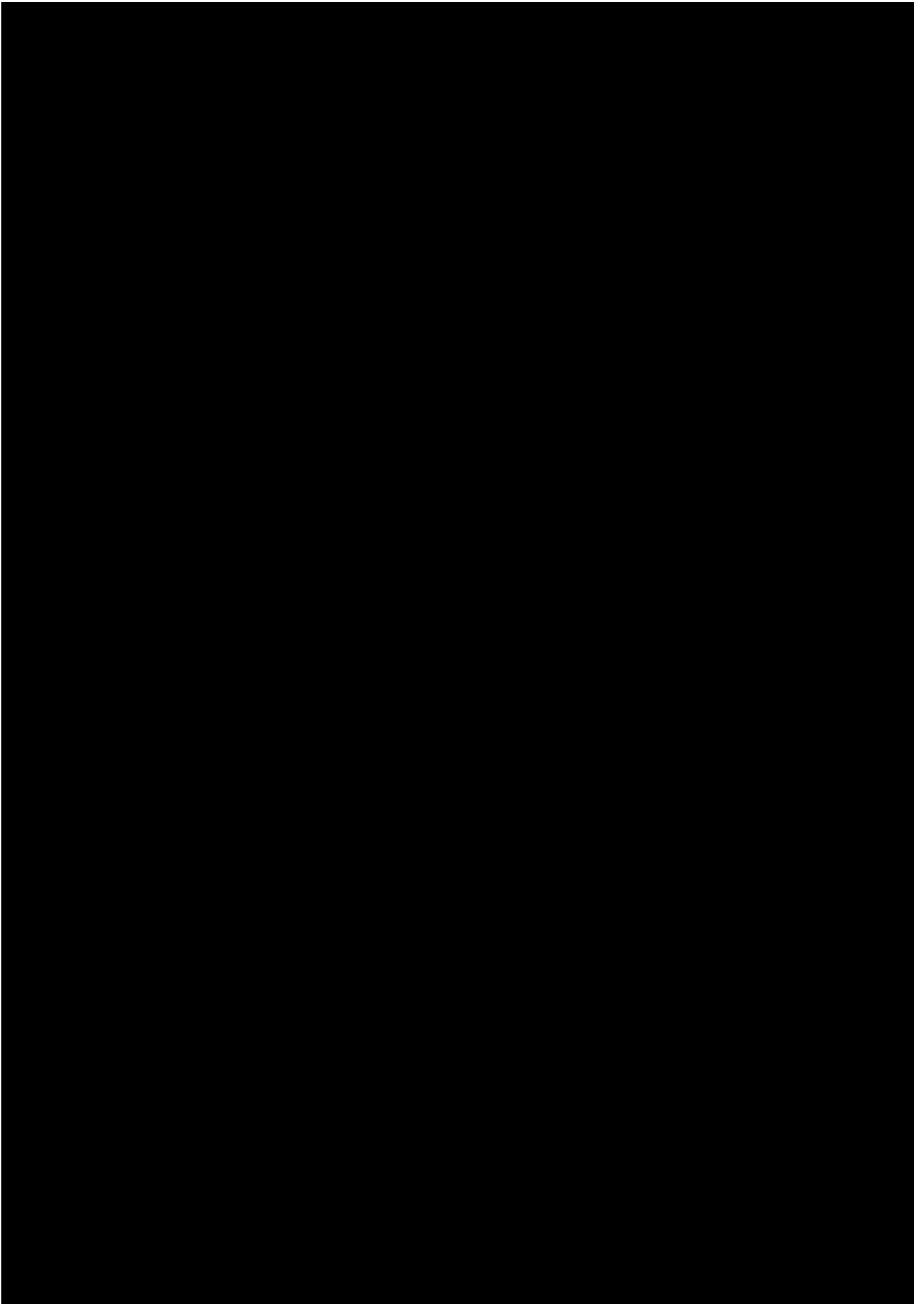




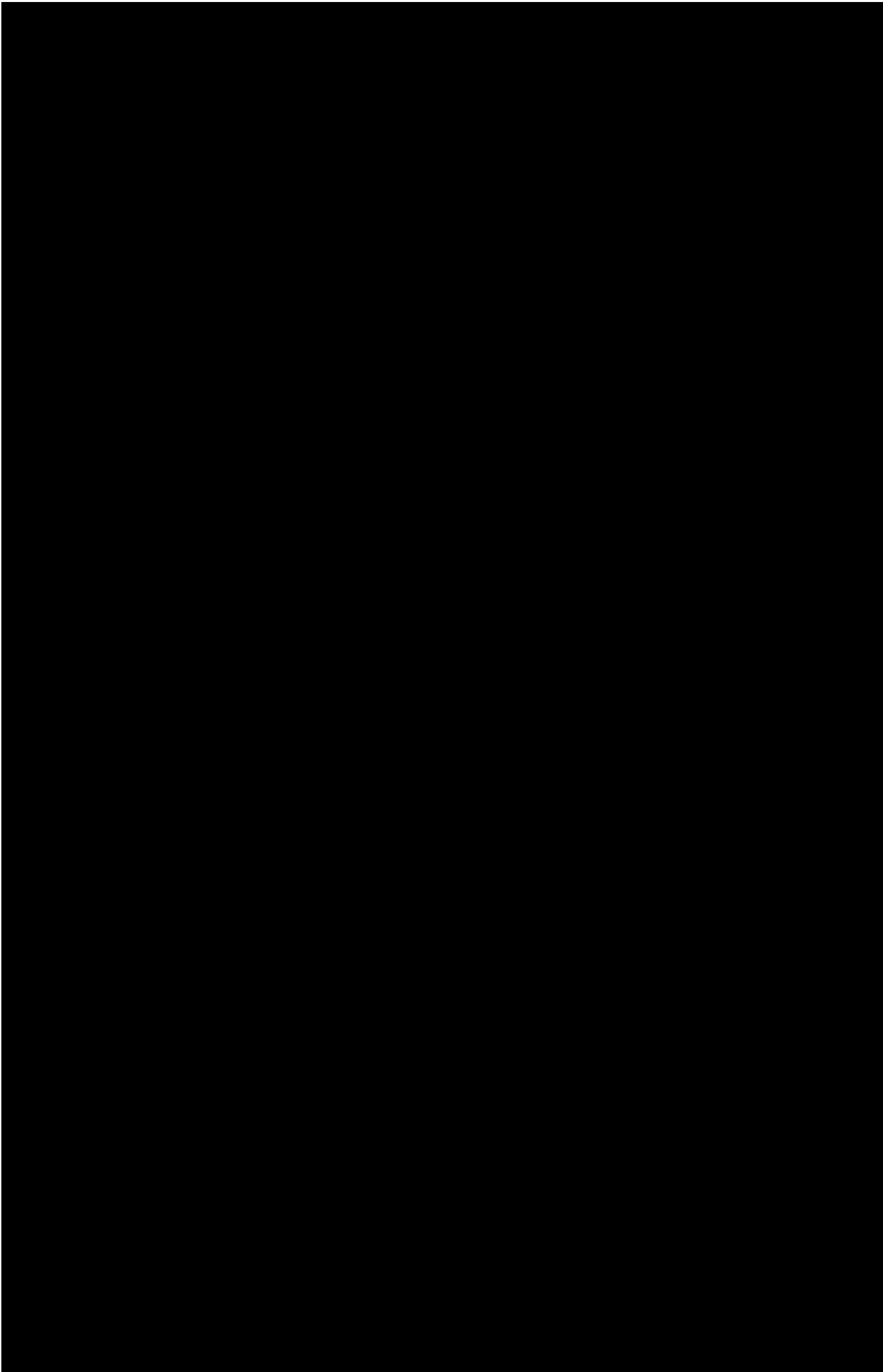


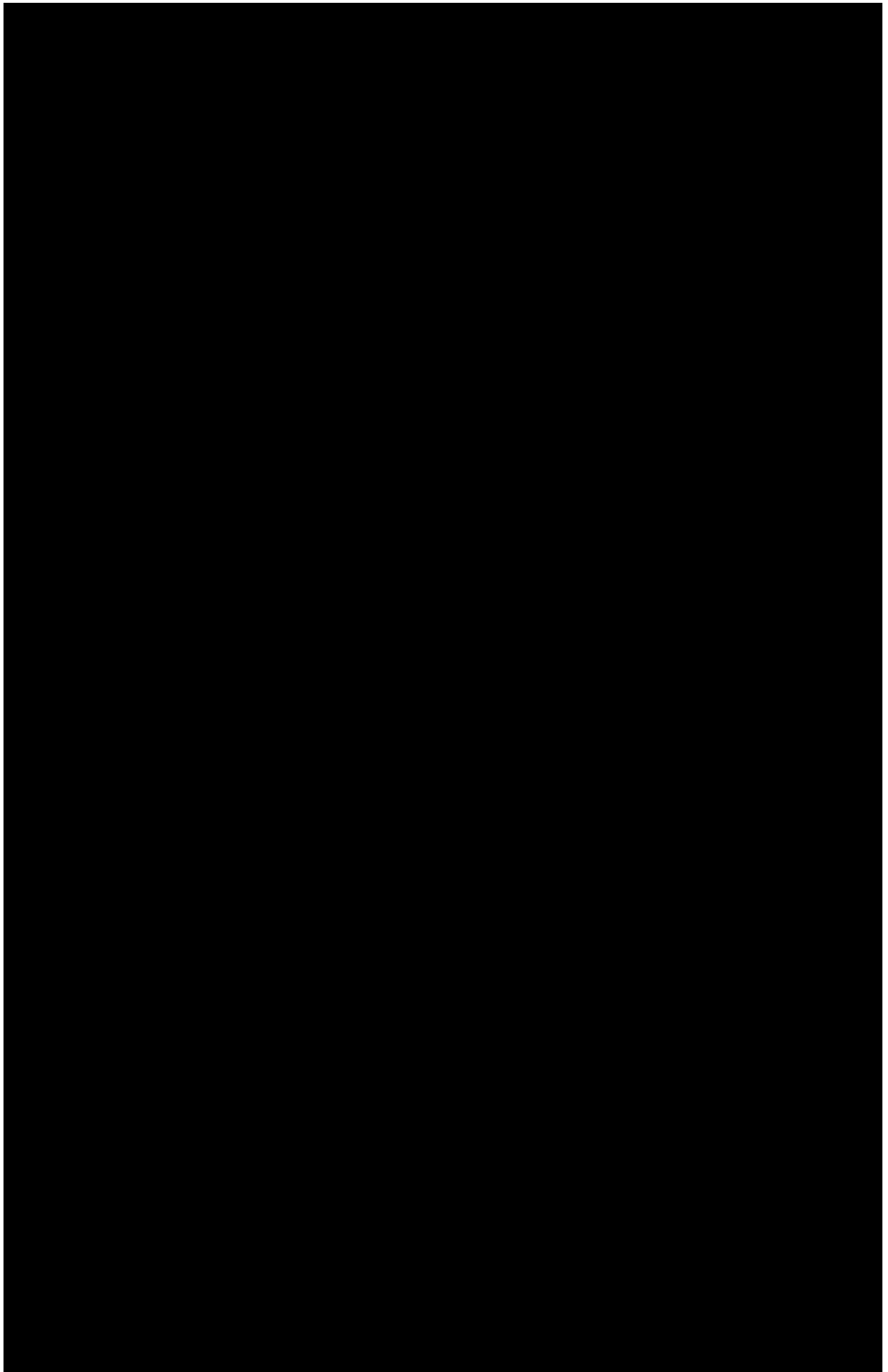


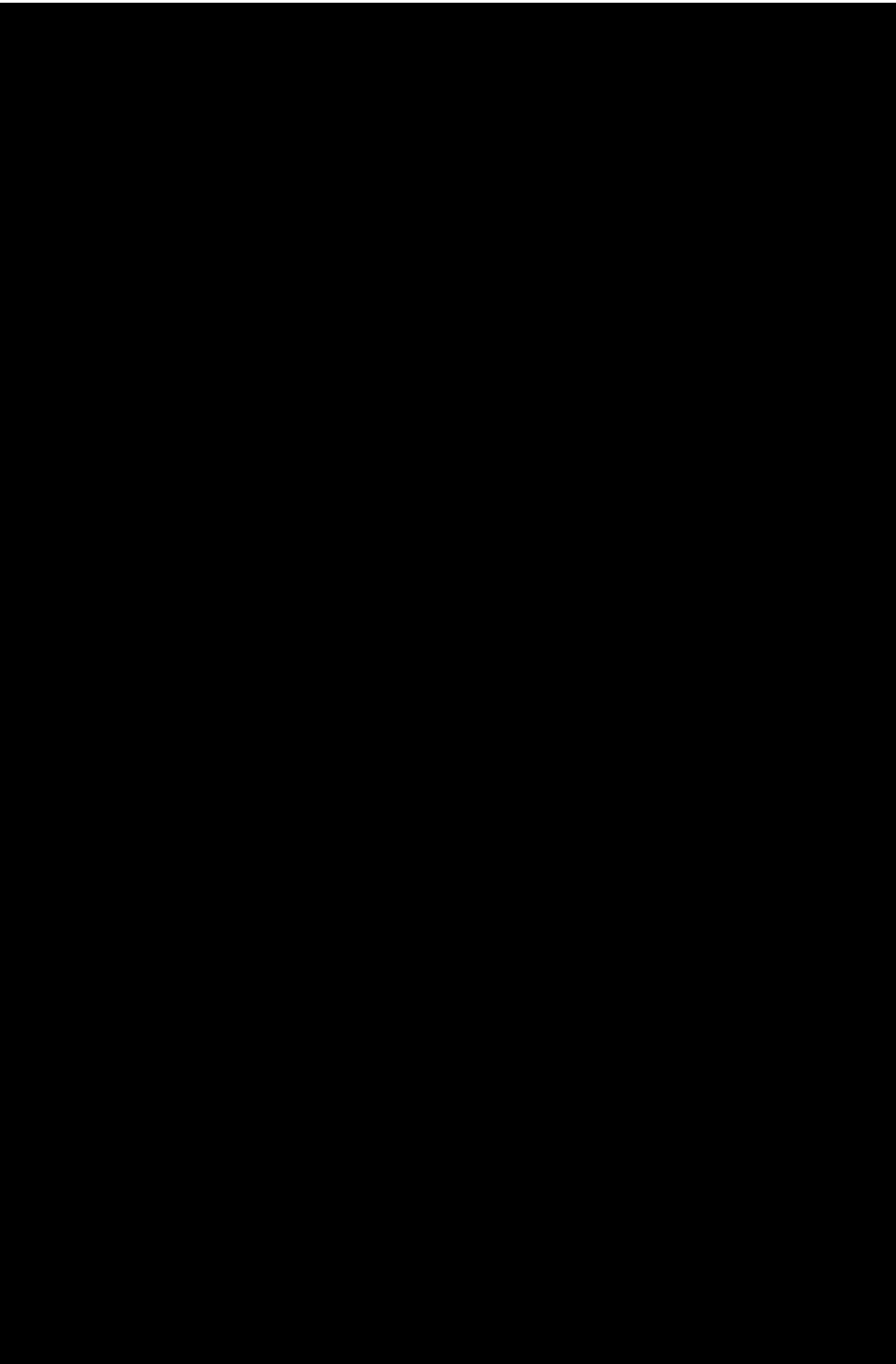


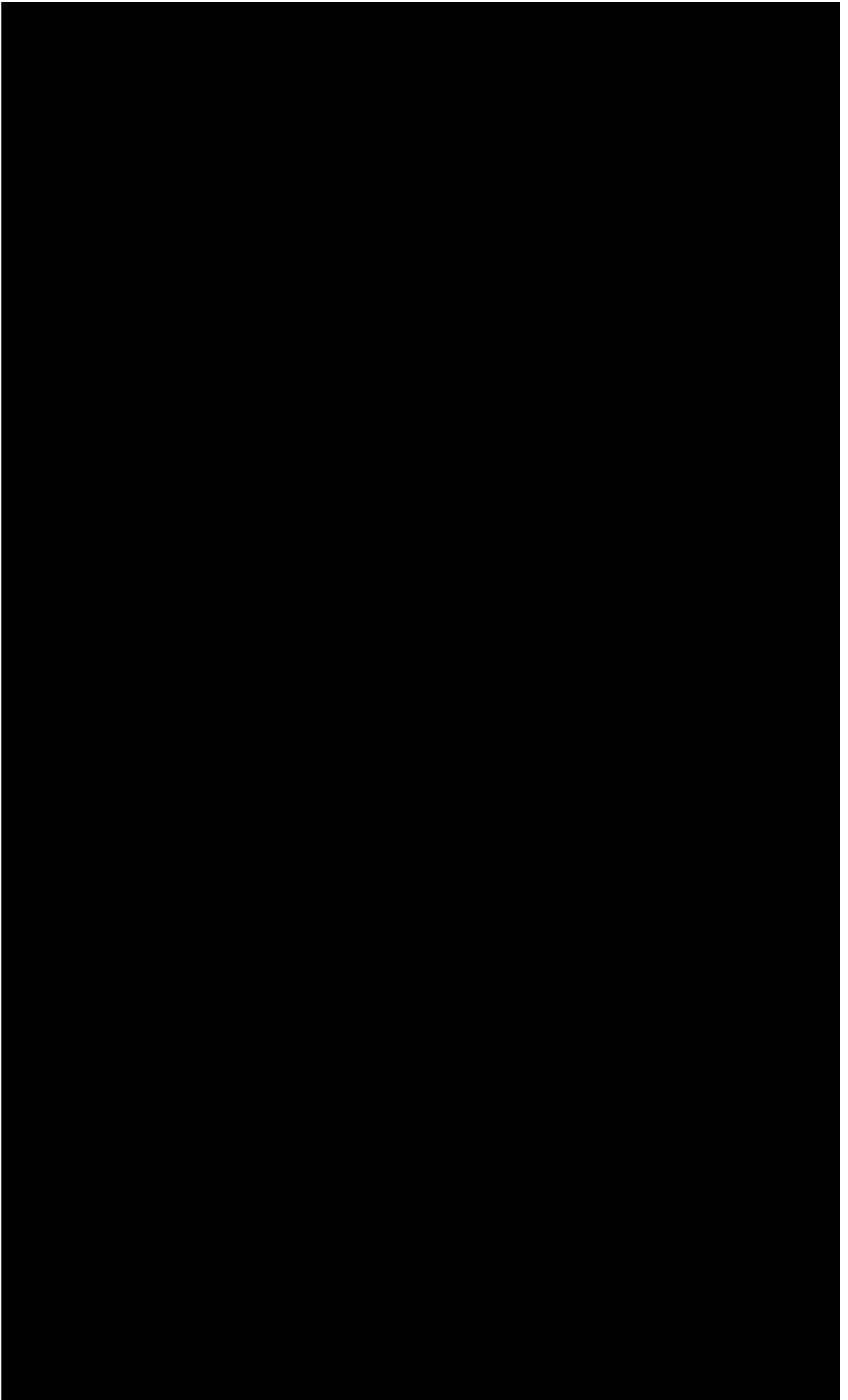


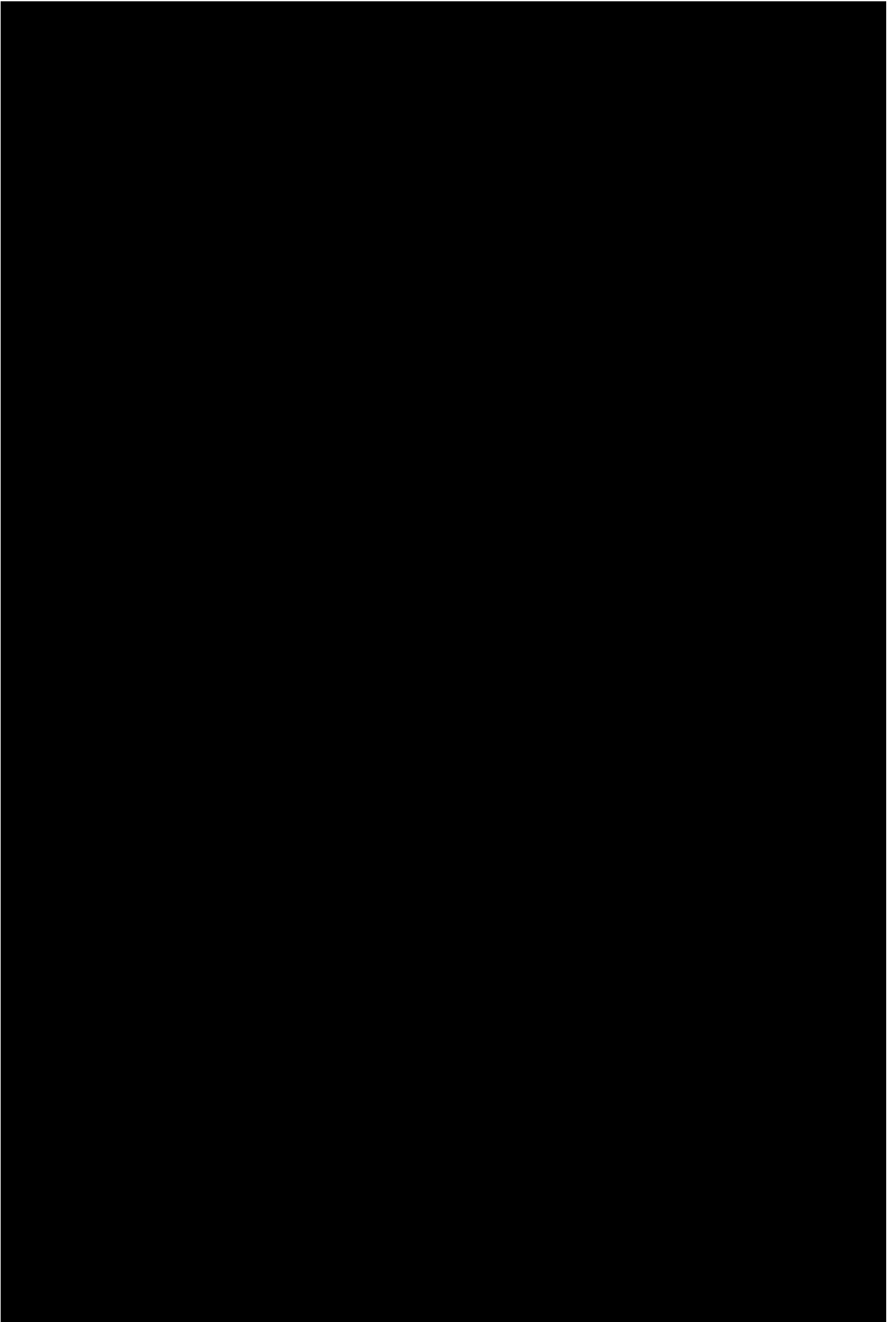












**SCHEDULE D8
Early Occupation Licence**

(Clause 22.5(d)(ii))

1. **INTERPRETATION**

1.1 **Terms defined in deed**

Unless defined in clause 1.2 of this Schedule D8, capitalised terms which are used in this Licence have the meaning set out in Schedule A2 (*Definitions*) of this deed.

1.2 **Definitions**

The following definitions apply in this Licence:

Commencing Date means the date on which the VC Developer issues the Certificate of Early Occupation Area Completion in respect of the Early Occupation Area.

Early Occupation Area means the relevant Early Occupation Area identified in the VC Developer's notice pursuant to clause 22.5(b).

Licence means the non-exclusive licence to occupy the Early Occupation Area granted by the Principal to the VC Developer under this deed on the terms set out in this Schedule D8.

Licence Fee means the amount of [REDACTED] for the Term.

Term means the term beginning on the Commencing Date and ending on the Terminating Date.

Terminating Date means the earlier of:

- (a) the date this deed is terminated;
- (b) if the Early Occupation Area is within:
 - (i) Development Lot 1 or Development Lot 2, the date of completion of the OSD Commercial Lots Sale Contract;
 - (ii) the Retail Lot, the date of the completion of the Retail Lot Sale Contract; or
 - (iii) the Concourse Lot, the date of the grant of the Concourse Lease; and
- (c) [REDACTED] months after the Commencing Date (or such later date as may be agreed between the parties in writing).

1.3 **Interpretation**

- (a) Clauses 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8 and 1.9 of this deed (with the necessary changes) apply to this Licence as if they had been set out in full in this Licence.
- (b) The parties acknowledge that references in this deed to:
 - (i) the Construction Site include the Early Occupation Area under this Licence; and
 - (ii) the deed includes this Licence.

2. **GRANT OF LICENCE**

2.1 **Licence**

The Principal grants to the VC Developer and the VC Developer accepts a non-exclusive licence to occupy the Early Occupation Area for the Term.

2.2 **Licence Fee**

- (a) The VC Developer must pay the Principal the Licence Fee when demanded.
- (b) The parties agree that the Licence Fee is not subject to any licence fee review during the Term.

2.3 **Nature of Licence**

- (a) The Licence is personal to the VC Developer.
- (b) The Principal agrees that the VC Developer may permit the VC Developer's Associates to occupy the Early Occupation Area provided they comply with the terms of this Licence.
- (c) Nothing in this Licence:
 - (i) confers on the VC Developer or any of the VC Developer's Associates any rights as a tenant of the Early Occupation Area or any interest (other than a contractual right) or entitlement in the Early Occupation Area; or
 - (ii) creates the relationship of landlord and tenant between the parties.
- (d) The VC Developer acknowledges that the Principal and the Principal's Associates will be entitled to enter the Early Occupation Area in accordance with clause 9.6 (*Principal's right of entry to the Construction Site*), clause 24.4(b) (*access for the Principal*) and clause 32.4 (*Principal's access to the Construction Site*).

3. **LICENSEE'S OBLIGATIONS**

3.1 **General obligations**

During the Term, the VC Developer must:

- (a) not use the Early Occupation Area for any purpose other than the purposes permitted under the relevant Approvals and must comply with all laws relating to the Early Occupation Area and its use;
- (b) keep the relevant parts of the Early Occupation Area at all times in a clean, tidy and good condition and repair;
- (c) pay all costs which are required to be paid under the Building Management Statement in respect of the Early Occupation Area during the Term;
- (d) pay or reimburse to the Principal within 20 Business Days after demand all Taxes and Outgoings imposed by any Authority in connection with the Early Occupation Area;
- (e) allow the Principal or the Principal's Associates to enter and inspect the Early Occupation Area in accordance with clause 9.6 (*Principal's right of entry to the Construction Site*); and

- (f) comply with the Building Management Statement in respect of the Early Occupation Area during the Term as though it were the owner of the freehold interest in respect of the Early Occupation Area (or in the case of any early access in respect of the Concourse Lot, a long term leasehold owner).

3.2 Prohibitions on the VC Developer

The VC Developer must not until completion of the relevant Sale Contract or the grant of the Concourse Lease (as applicable):

- (a) subject to the terms of this deed, make any change or structural alteration or addition to the Early Occupation Area other than in undertaking internal fitout of the Early Occupation Area to permit the use of the Early Occupation Area as commercial offices or retail (or such other purposes as may be permitted under the relevant Approvals);
- (b) subject to clause 6.2, license, sublicense or part with the Early Occupation Area or any part of it without obtaining the Principal's prior written consent;
- (c) damage the Early Occupation Area or any thing on the Early Occupation Area or injure any person in or around the Early Occupation Area;
- (d) cause any Contamination, Pollution or Environmental damage in the Early Occupation Area; or
- (e) store any thing in the Early Occupation Area which is dangerous, explosive or could increase the risk of fire in the Early Occupation Area unless permitted pursuant to an Approval or in accordance with all relevant Laws.

4. RISK AND LIABILITY

4.1 The VC Developer's risk

The VC Developer:

- (a) uses and occupies the Early Occupation Area and carries out all work in the Early Occupation Area at its own risk; and
- (b) assumes all responsibilities in relation to persons and property, including the Principal's Associates, and otherwise as if it were the owner of the freehold interest in respect of the Early Occupation Area.

4.2 Not used

4.3 Insurance

- (a) The VC Developer must effect and maintain or cause to be effected and maintained an insurance policy covering public and products liability for not less than [REDACTED] for a single claim, other than products liability which is limited in the aggregate.
- (b) All insurances which the VC Developer is required to effect under this Licence:
 - (i) must be taken out with a reputable insurer being not less than the equivalent of a Standard and Poors A- rating or equivalent rating with another rating agency;
 - (ii) must be on terms typical for insurances of their types in the Australian insurance market;

- (iii) are to be maintained during the Term; and
 - (iv) must comply with all relevant Laws.
- (c) In respect of all insurances which the VC Developer is required to effect under this Licence, the VC Developer must:
- (i) ensure that all premiums and other amounts payable are paid on or before the due date; and
 - (ii) give the Principal a copy of the certificate of currency:
 - (A) before the Commencing Date;
 - (B) within 1 month after the renewal of the policy; and
 - (C) at any other time requested by the Principal (acting reasonably).

5. DEFAULT

5.1 The Principal may remedy breach

- (a) If the VC Developer does not comply with any term of this Licence then, without affecting any other right of the Principal, the Principal may, after providing 20 Business Days' written notice to the VC Developer, remedy the VC Developer's non-compliance at the VC Developer's cost.
- (b) The Principal will be entitled to recover its reasonable costs and expenses for any action taken pursuant to clause 5.1(a) as a debt due and payable from the VC Developer to the Principal.

6. GENERAL

6.1 Disputes

The parties agree that any Dispute in relation to this Licence will be resolved in accordance with the Dispute Procedure.

6.2 Permission to sub-licence

The Principal consents to the VC Developer entering into a sub-licence of this Licence provided that:

- (a) the sublicensee agrees not to do anything which will result in the VC Developer and the VC Developer's Associates being in breach of this Licence and this deed; and
- (b) the sub-licence terminates on the termination of this Licence.

6.3 GST

The provisions of clause 28 (*GST*) (with the necessary changes) apply to this Licence as if they had been set out in full.

6.4 Notices

The provisions of clause 39 (*Notices*) (with the necessary changes) apply to this Licence as if they had been set out in full.

6.5 General

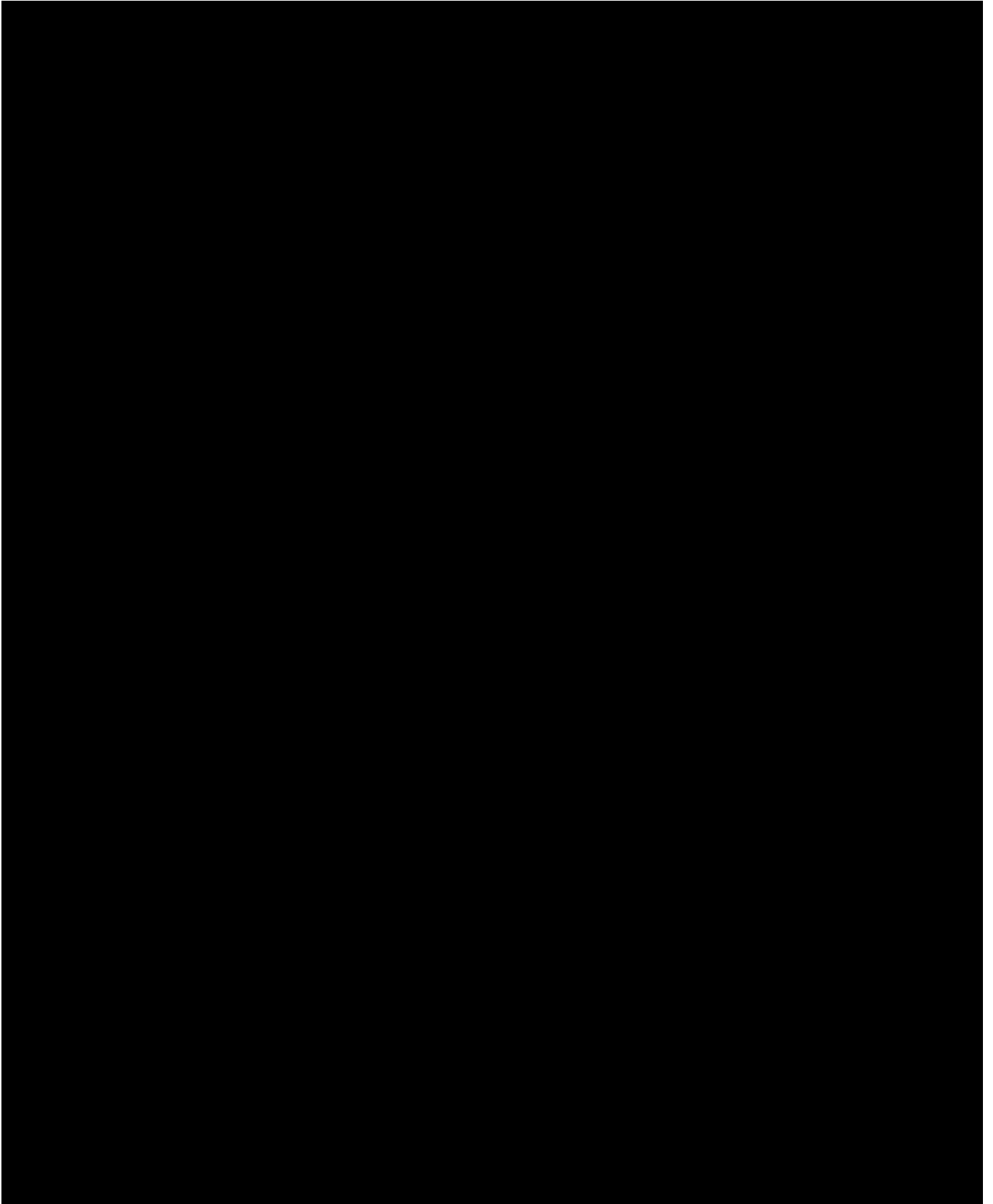
The provisions of clause 40 (*General*) (with the necessary changes) apply to this Licence as if they had been set out in full.

6.6 Interdependency

The parties acknowledge and agree that if this deed is terminated or comes to an end, this Licence will automatically terminate.

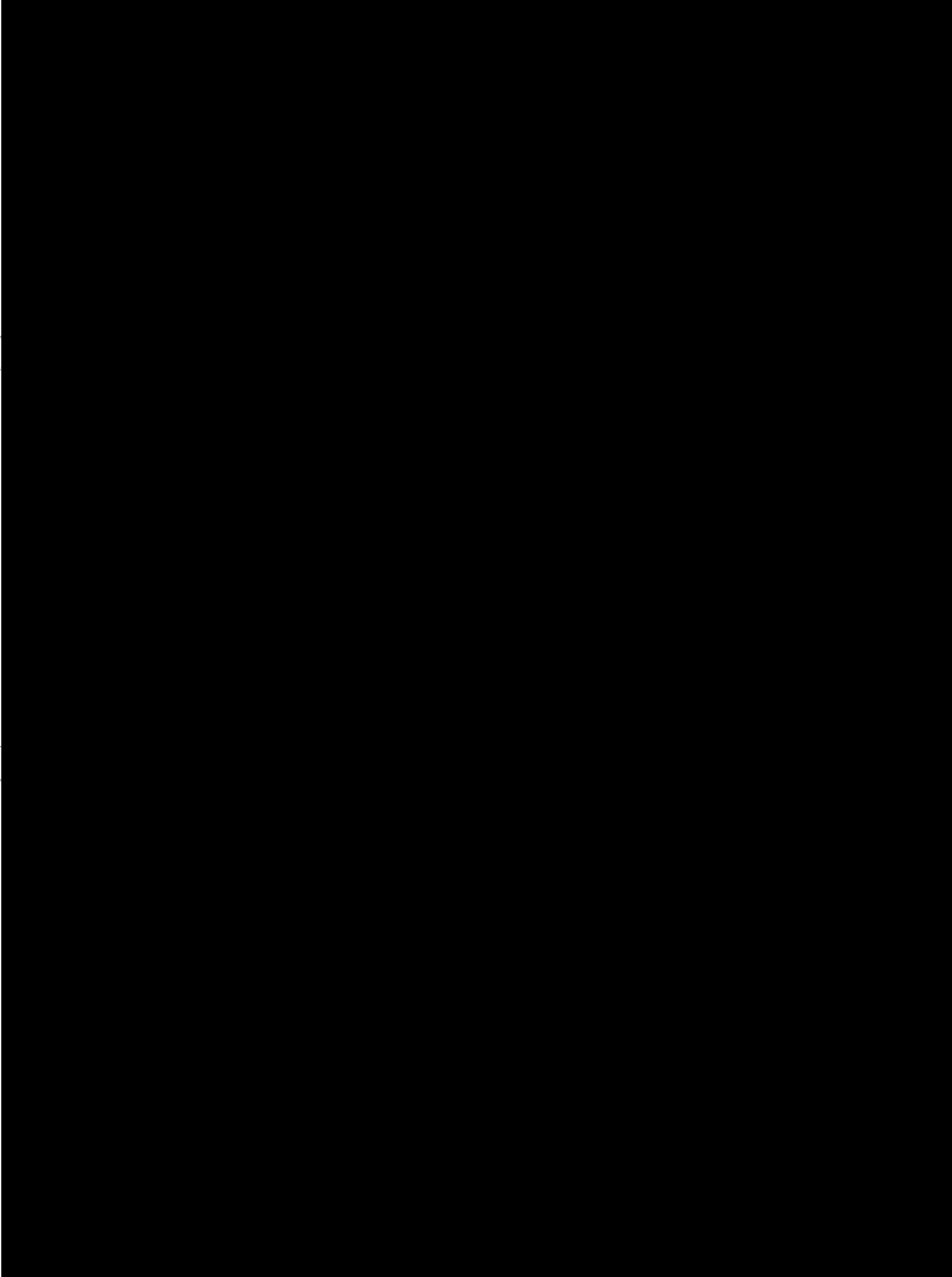


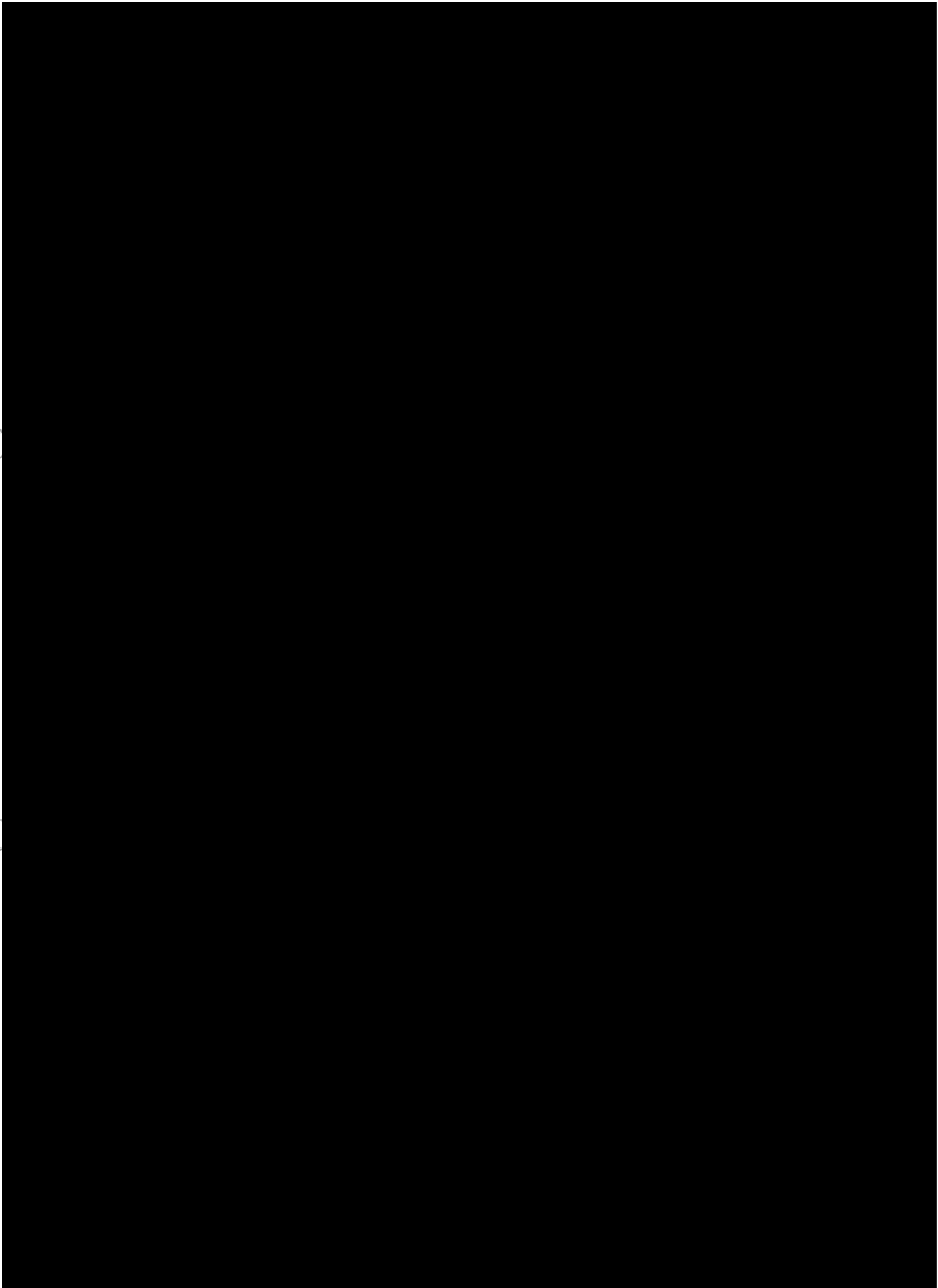
**SCHEDULE E1
Payment Schedule**

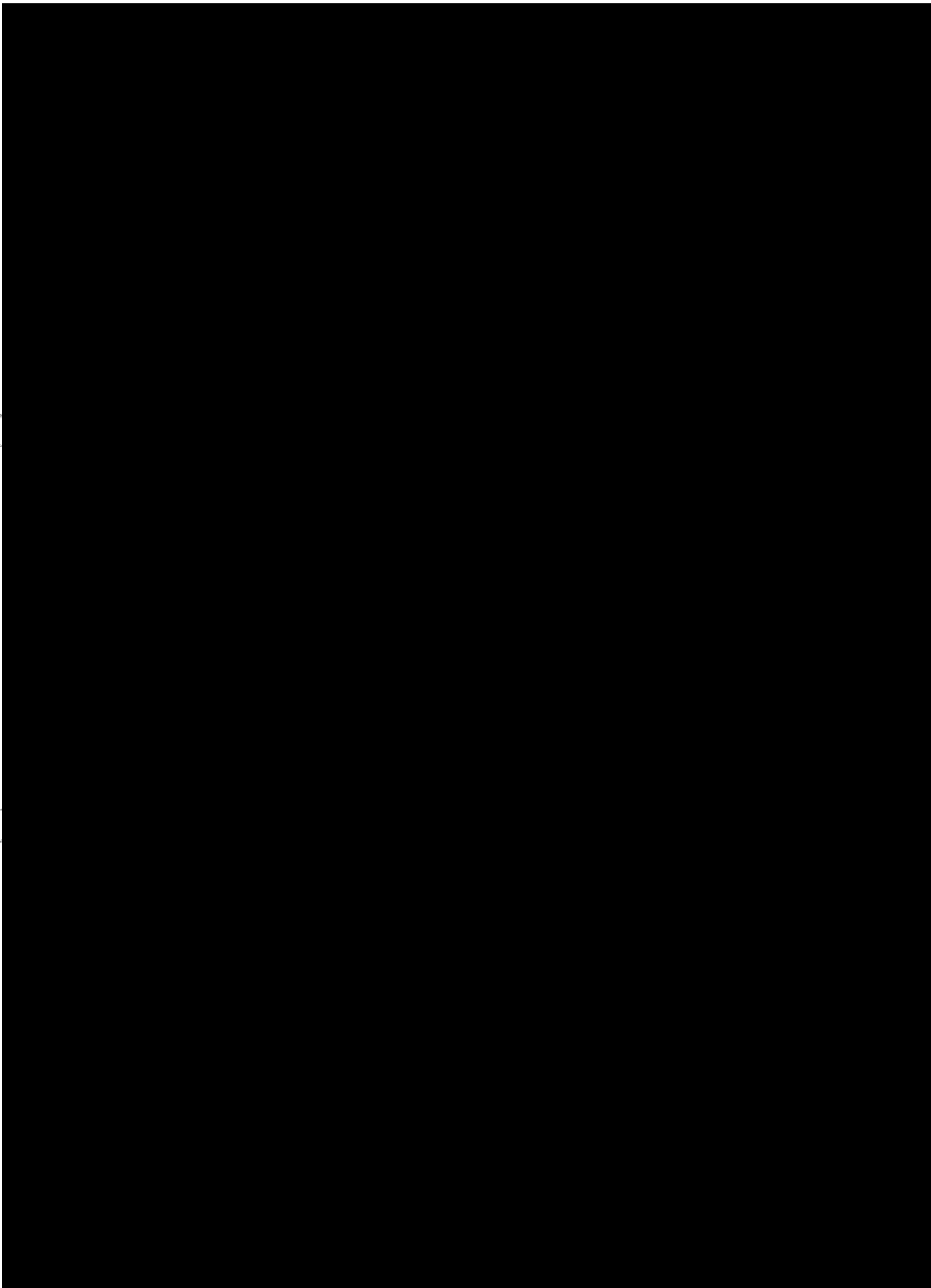


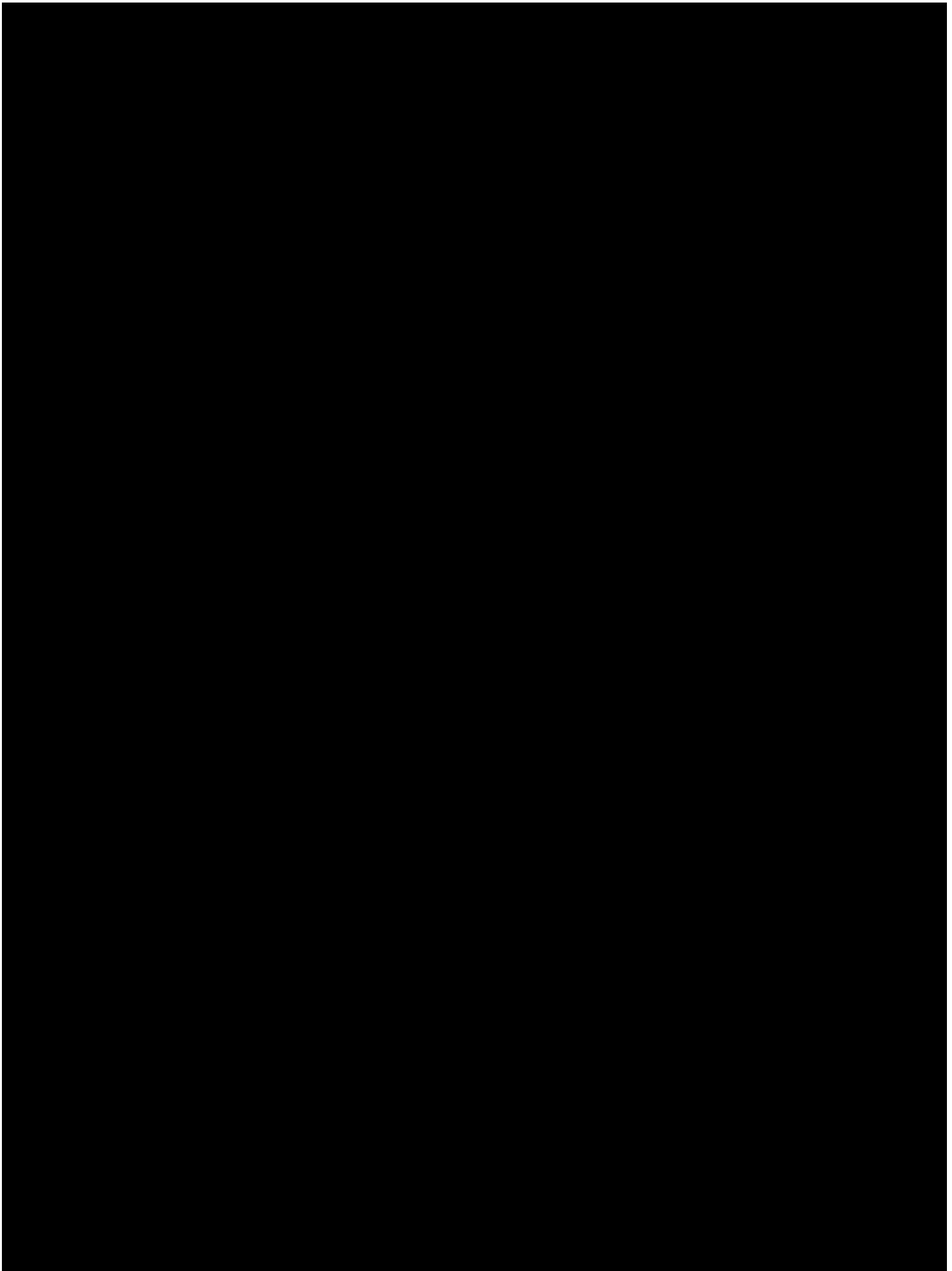


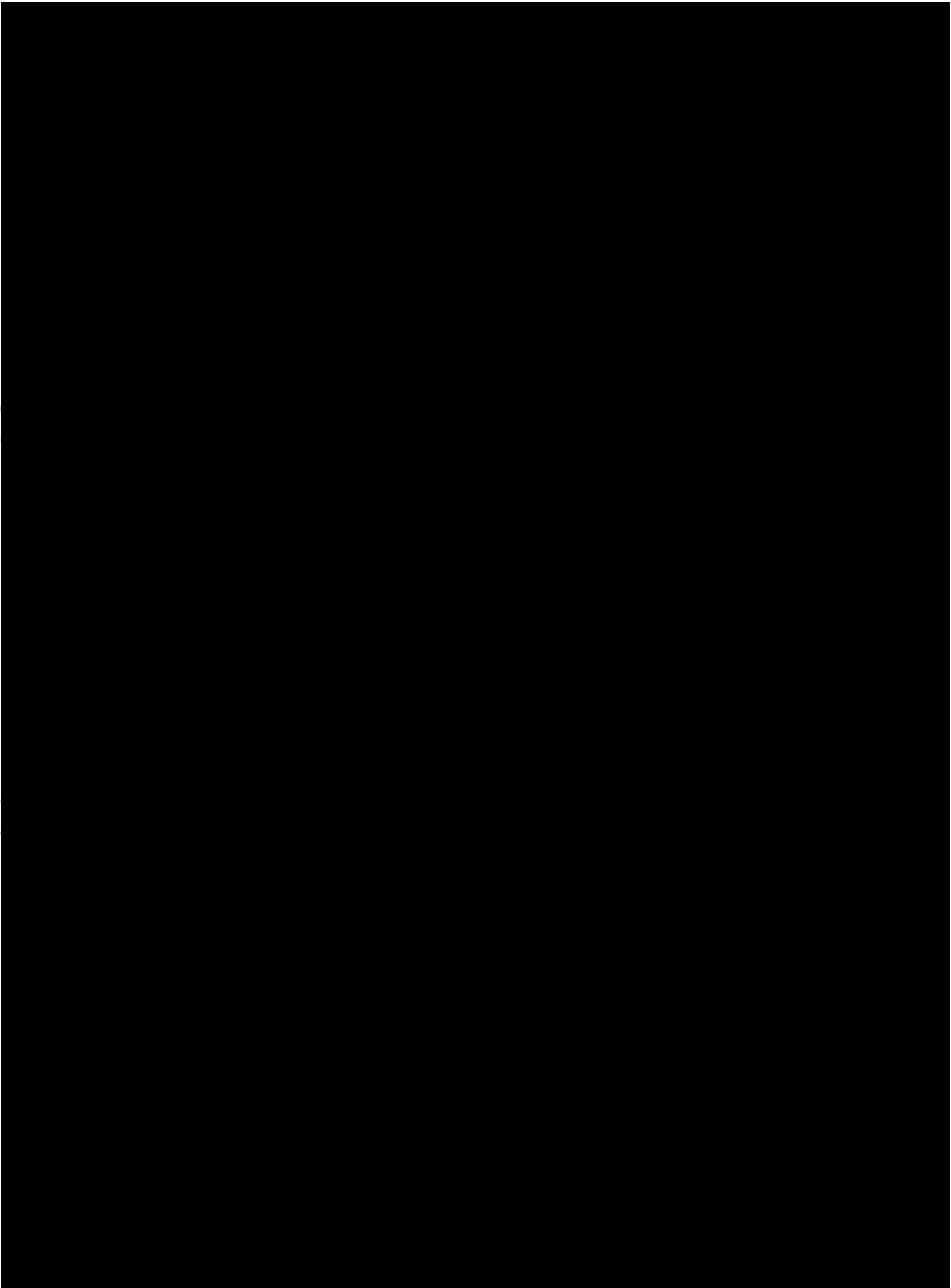
SCHEDULE E2
Termination Payment Schedule

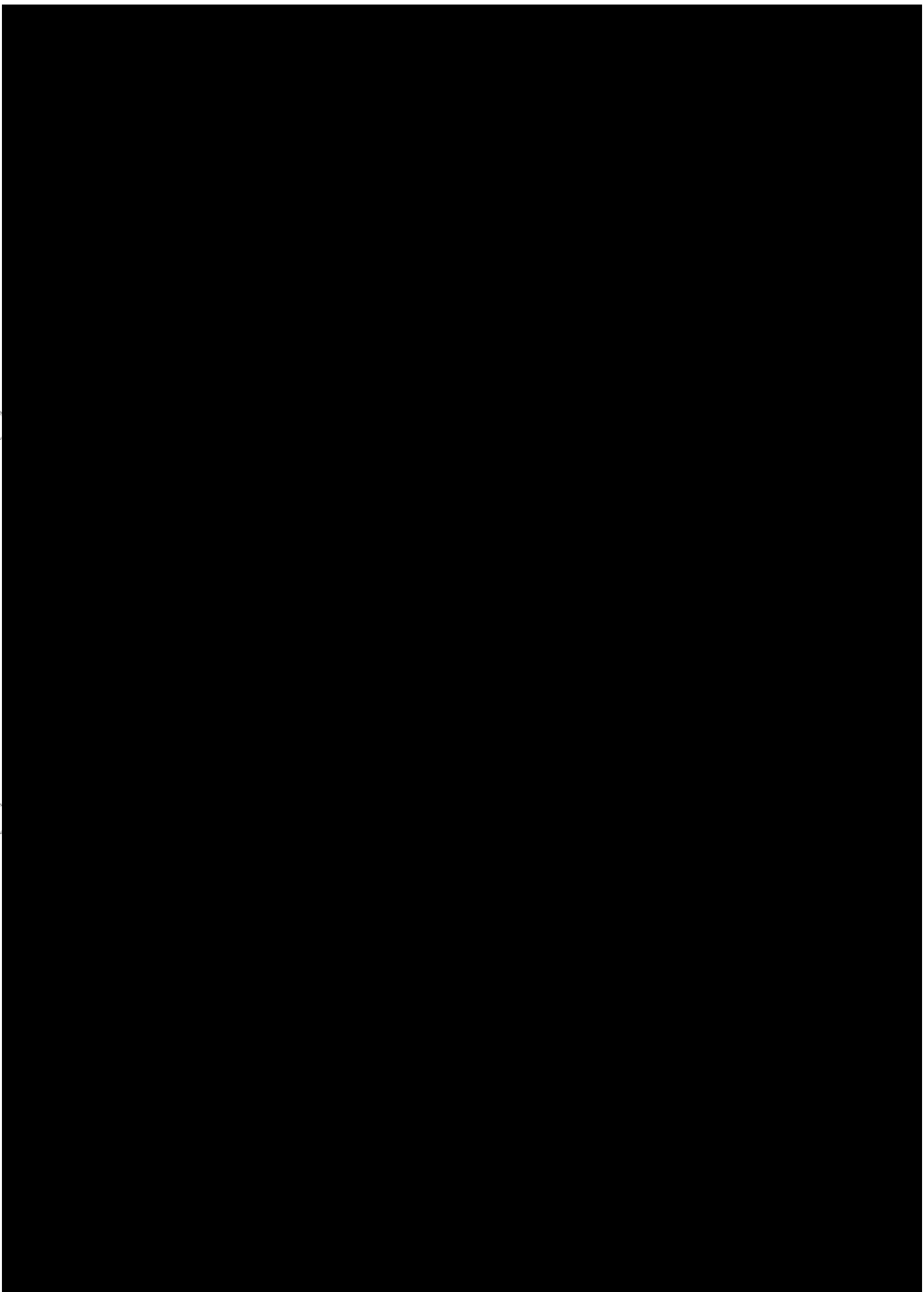


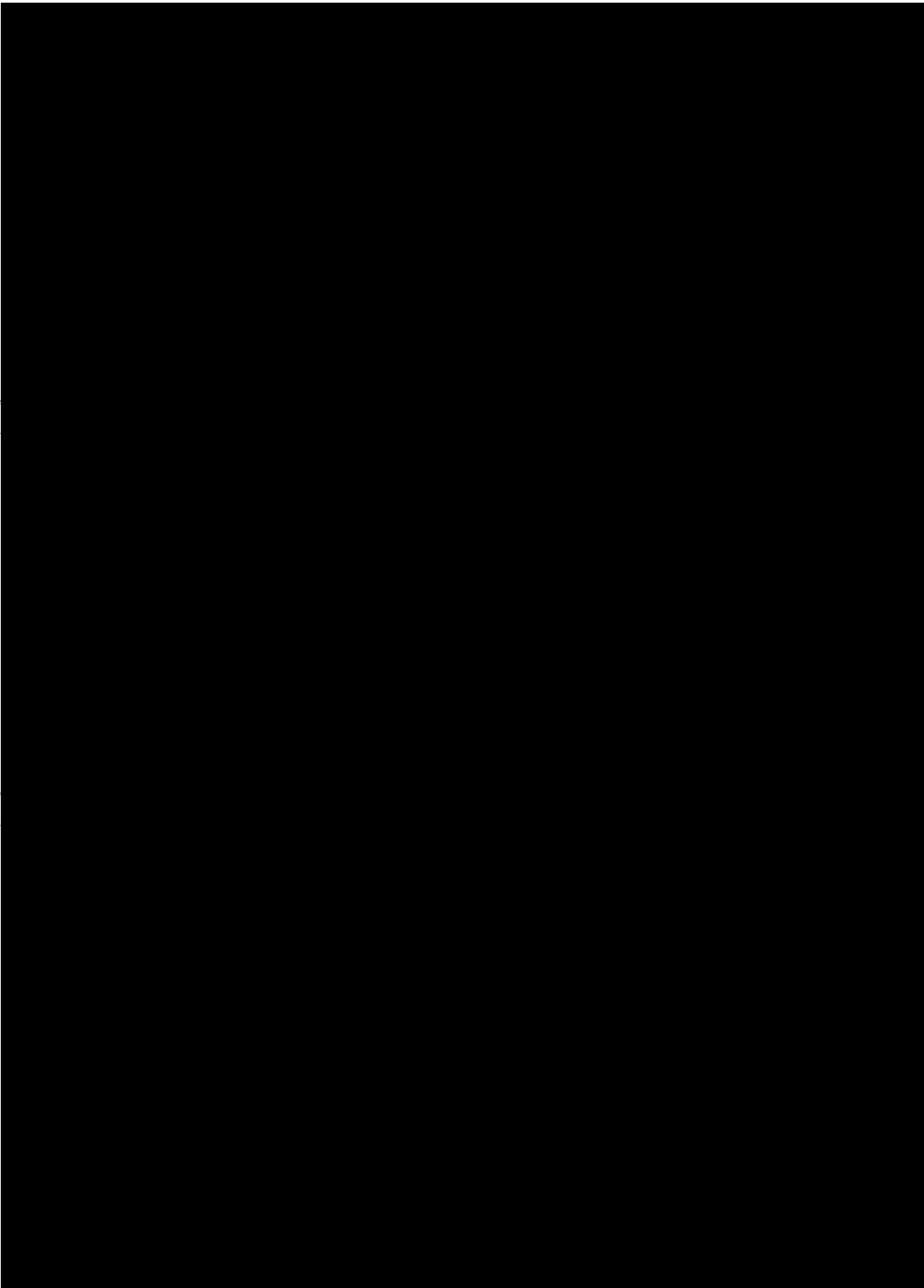


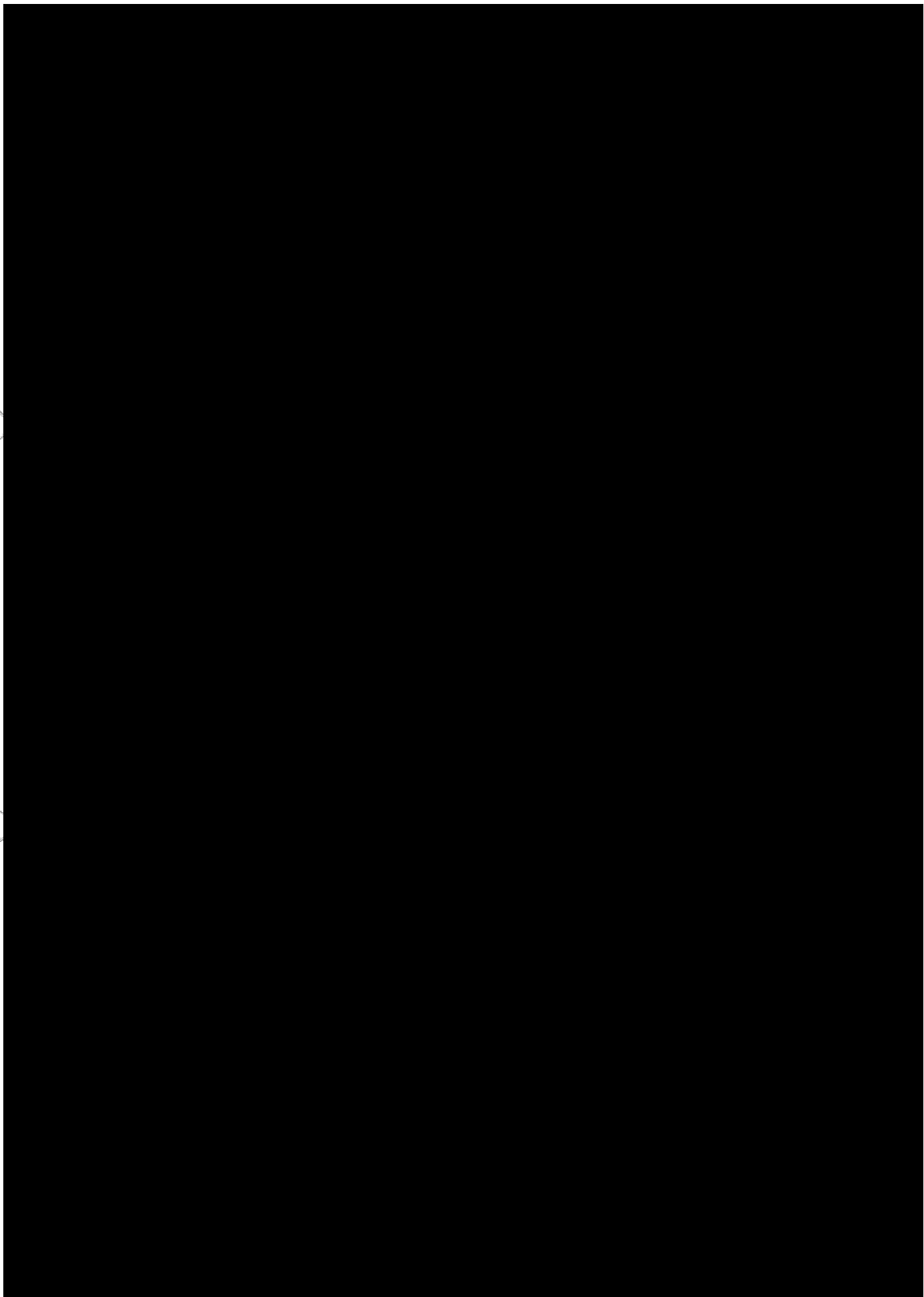




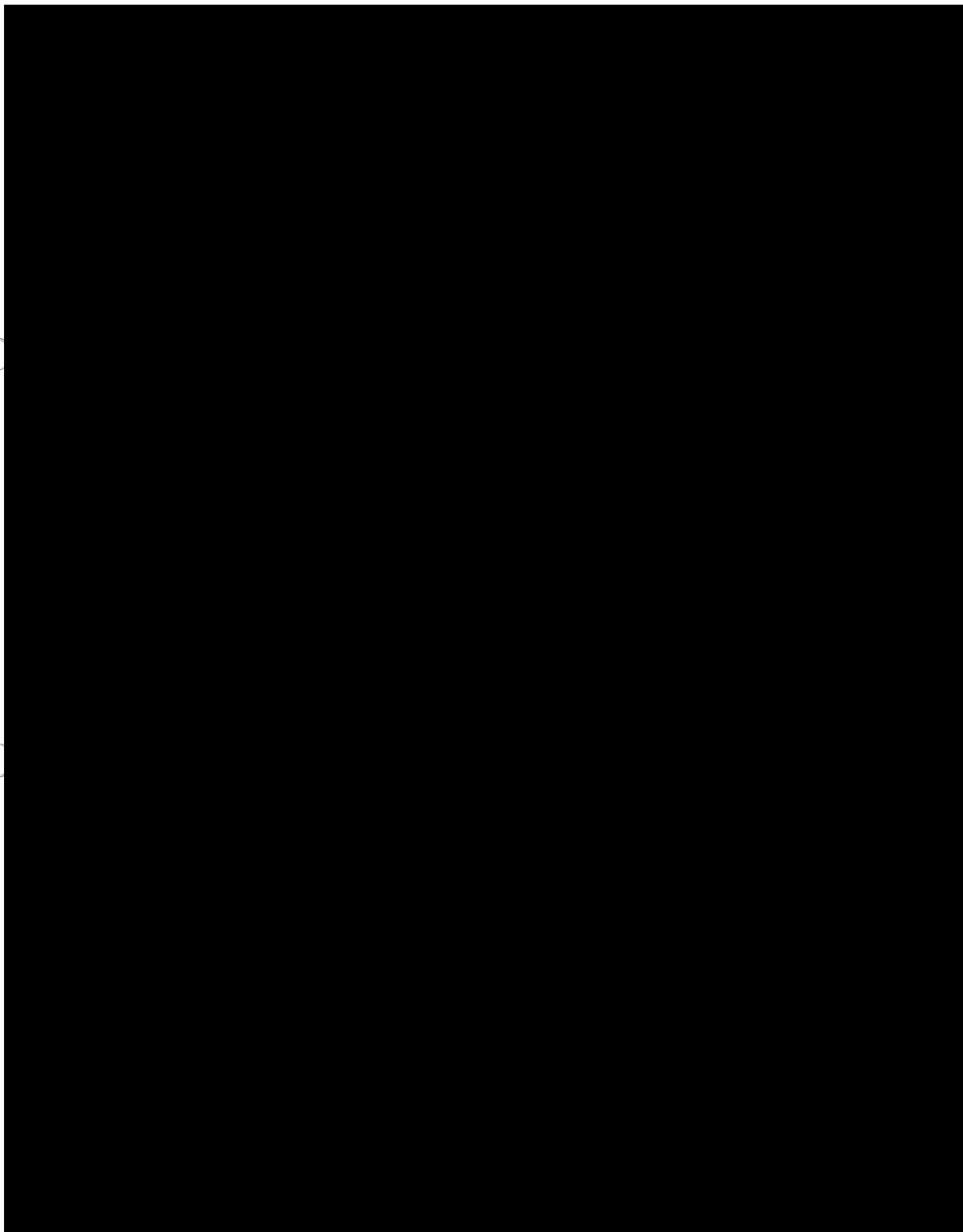


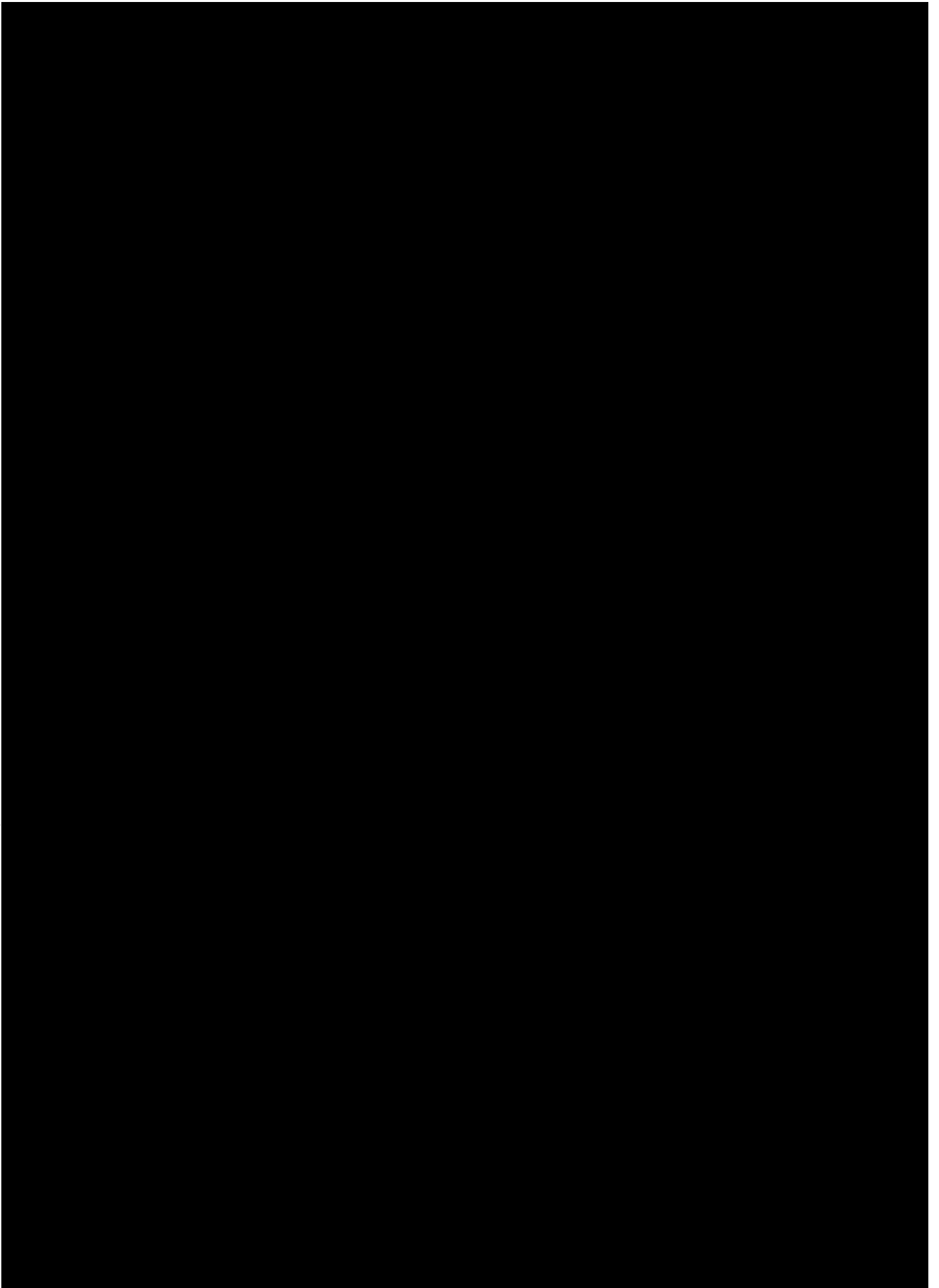


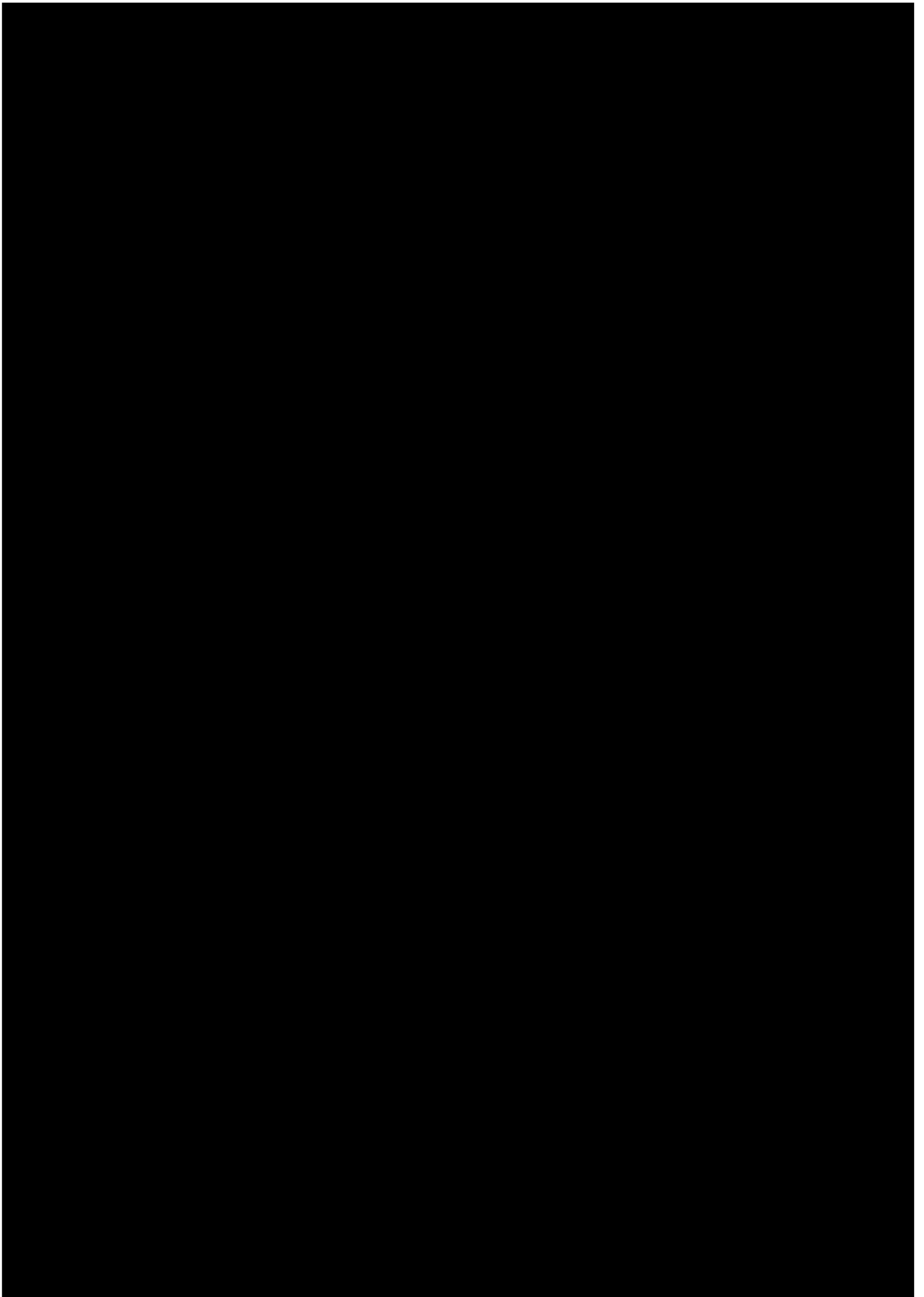




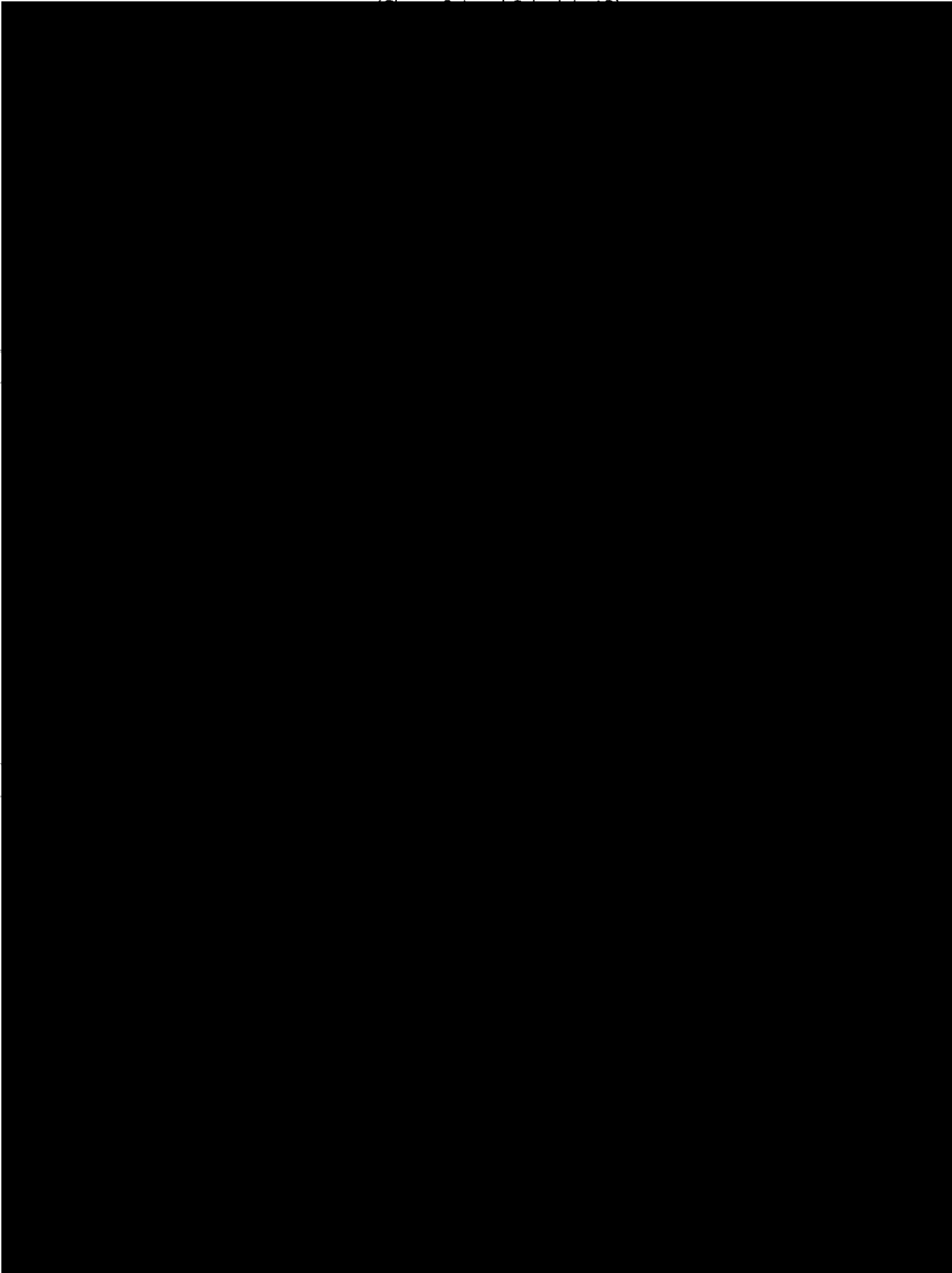
**SCHEDULE E3
Delay Costs**



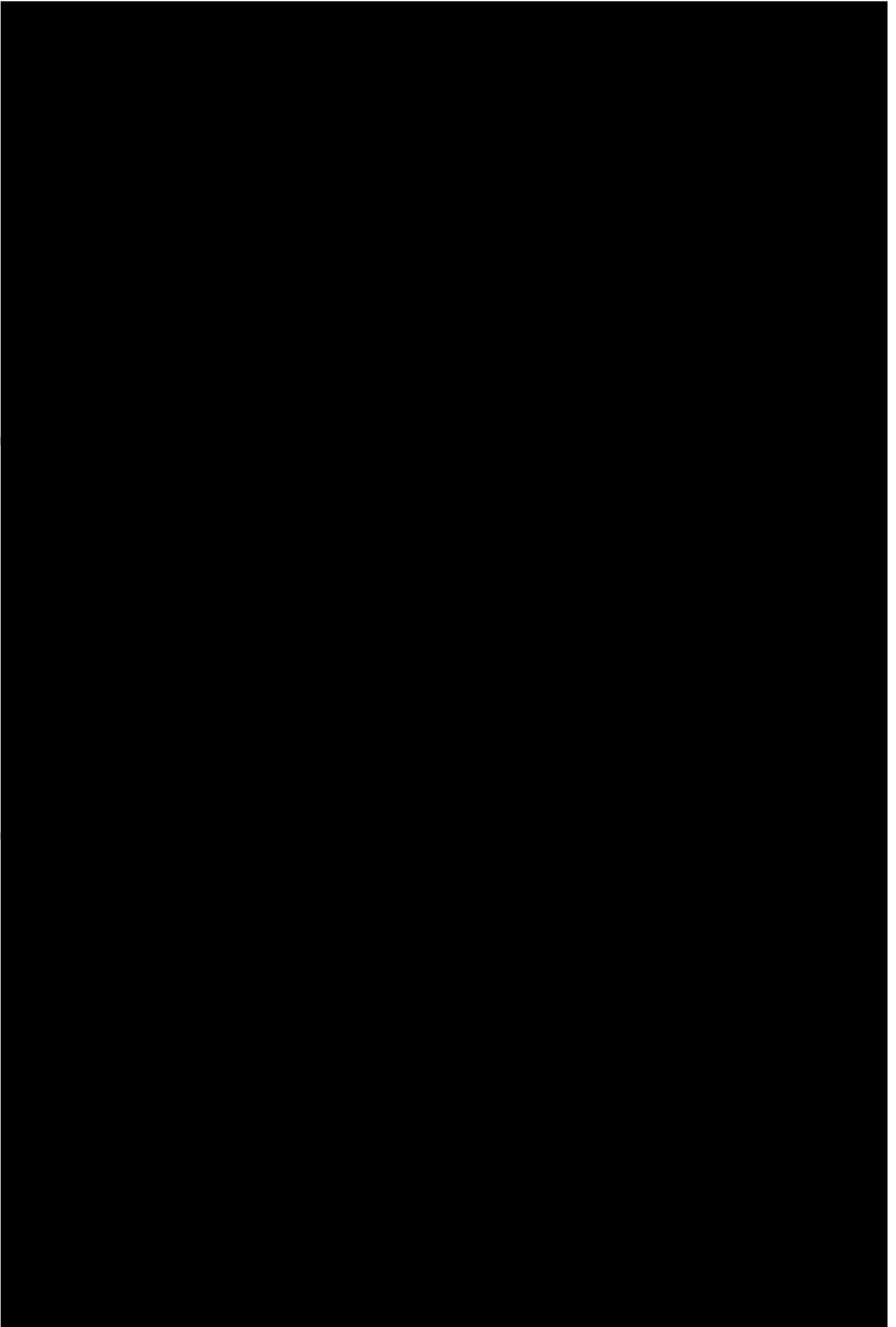


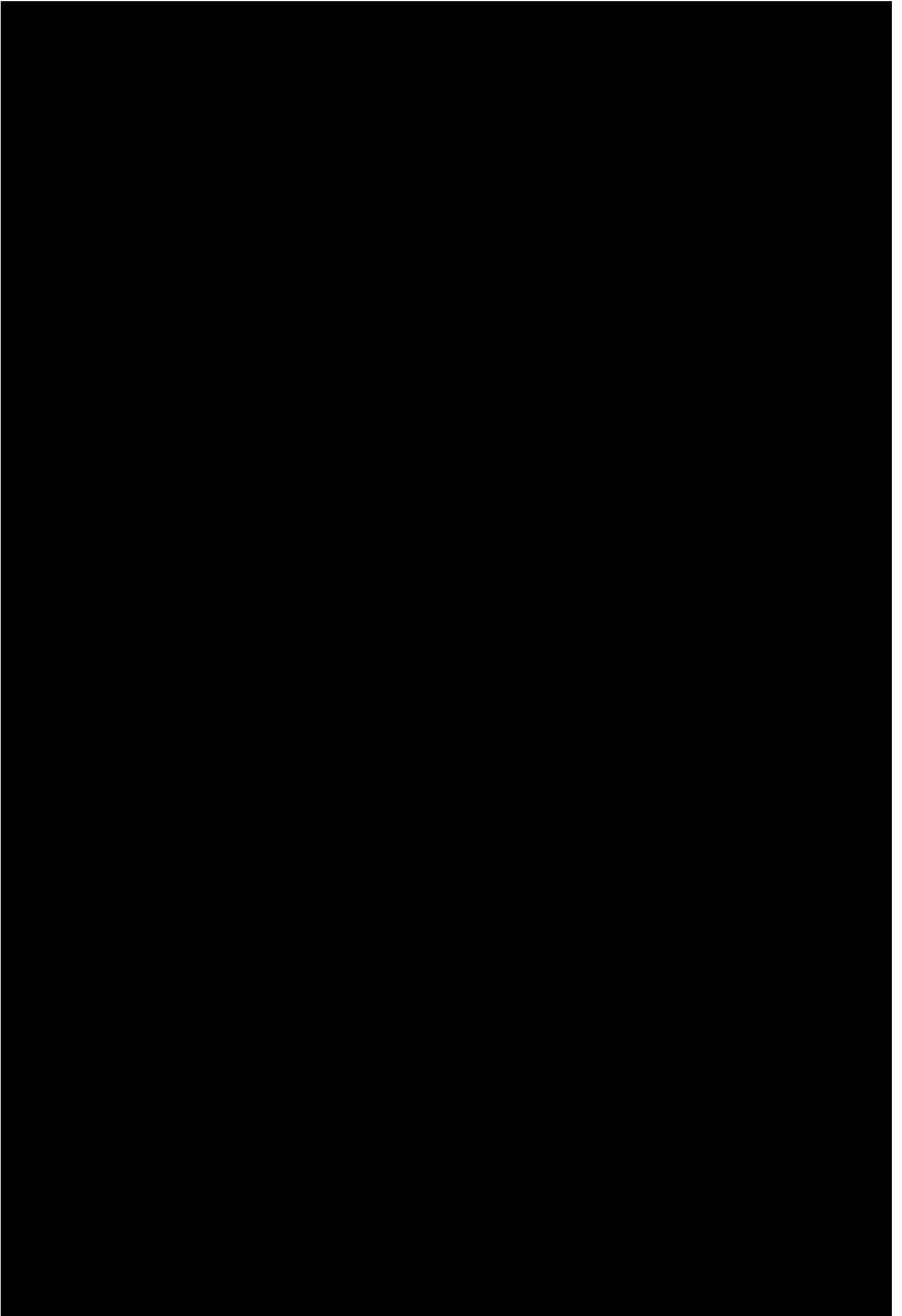


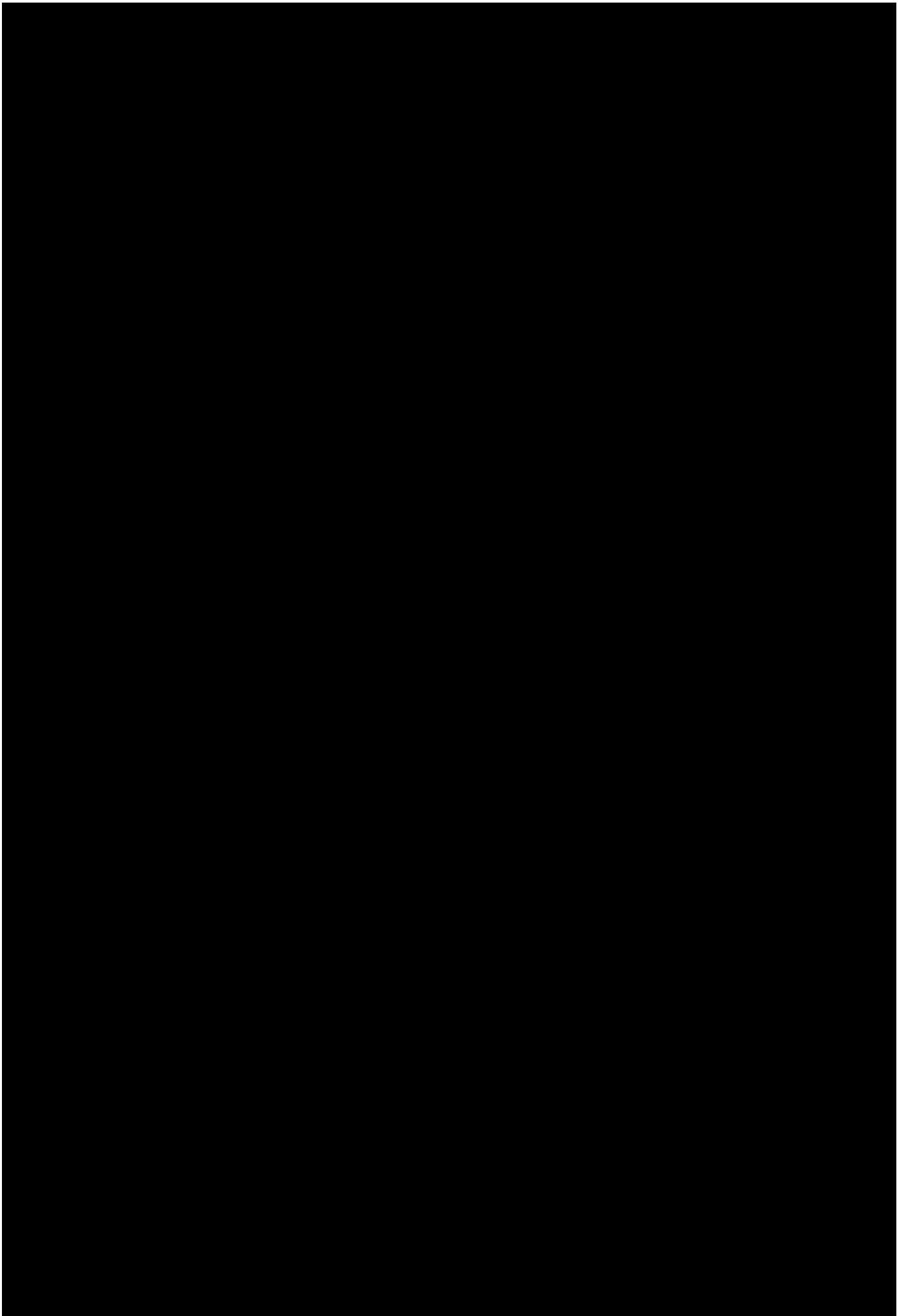
**SCHEDULE E4
Form of Parent Company Guarantee**

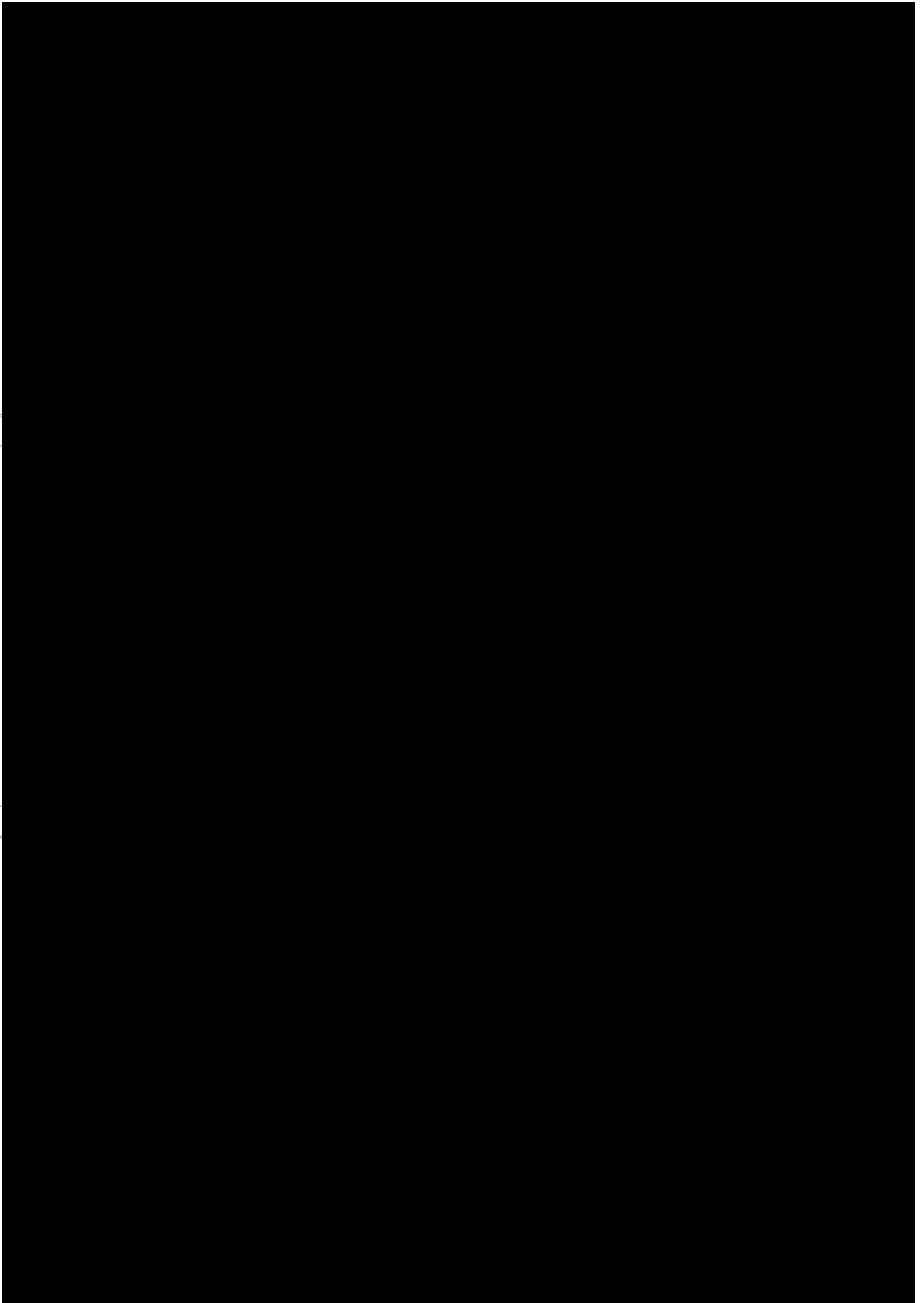


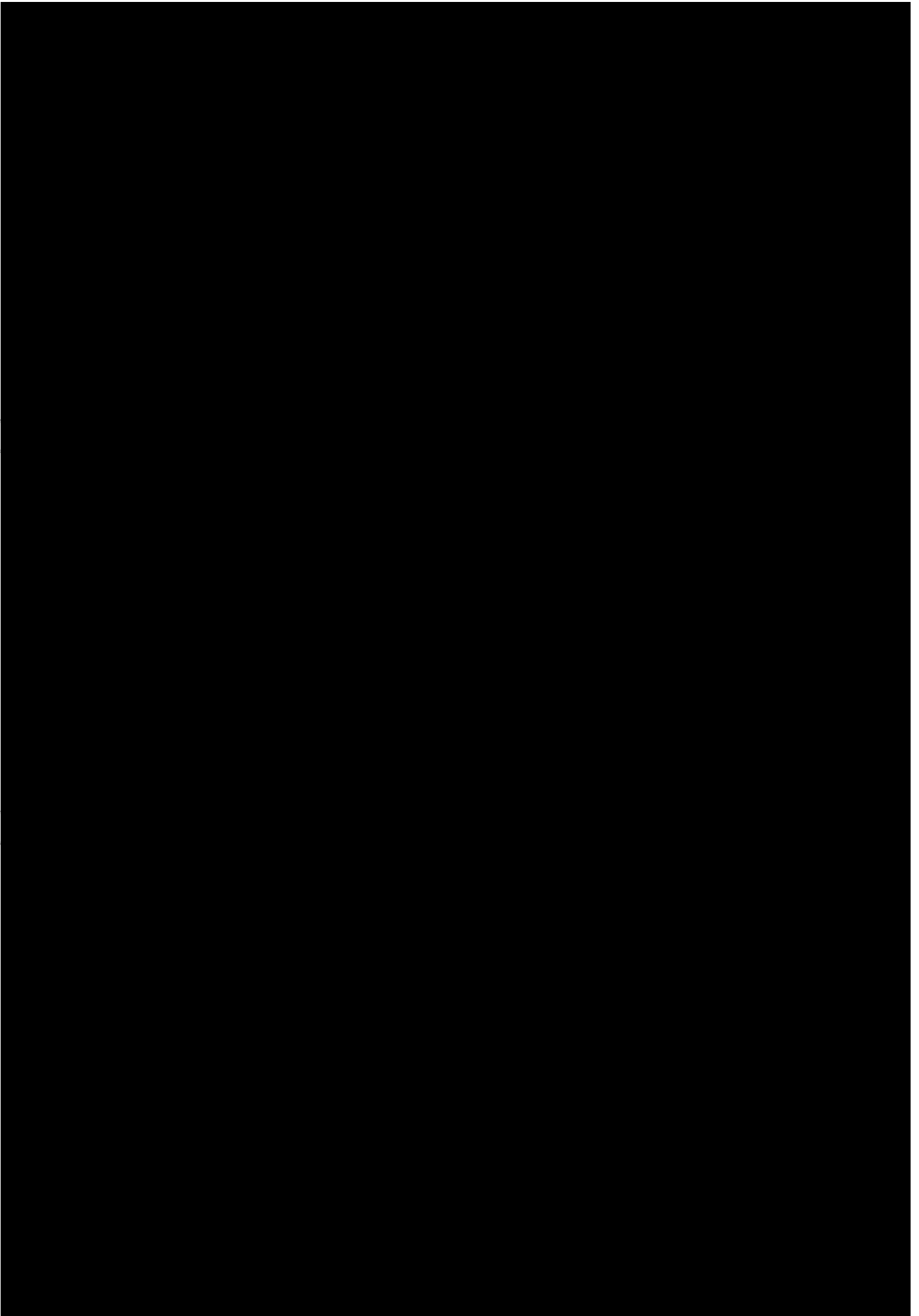


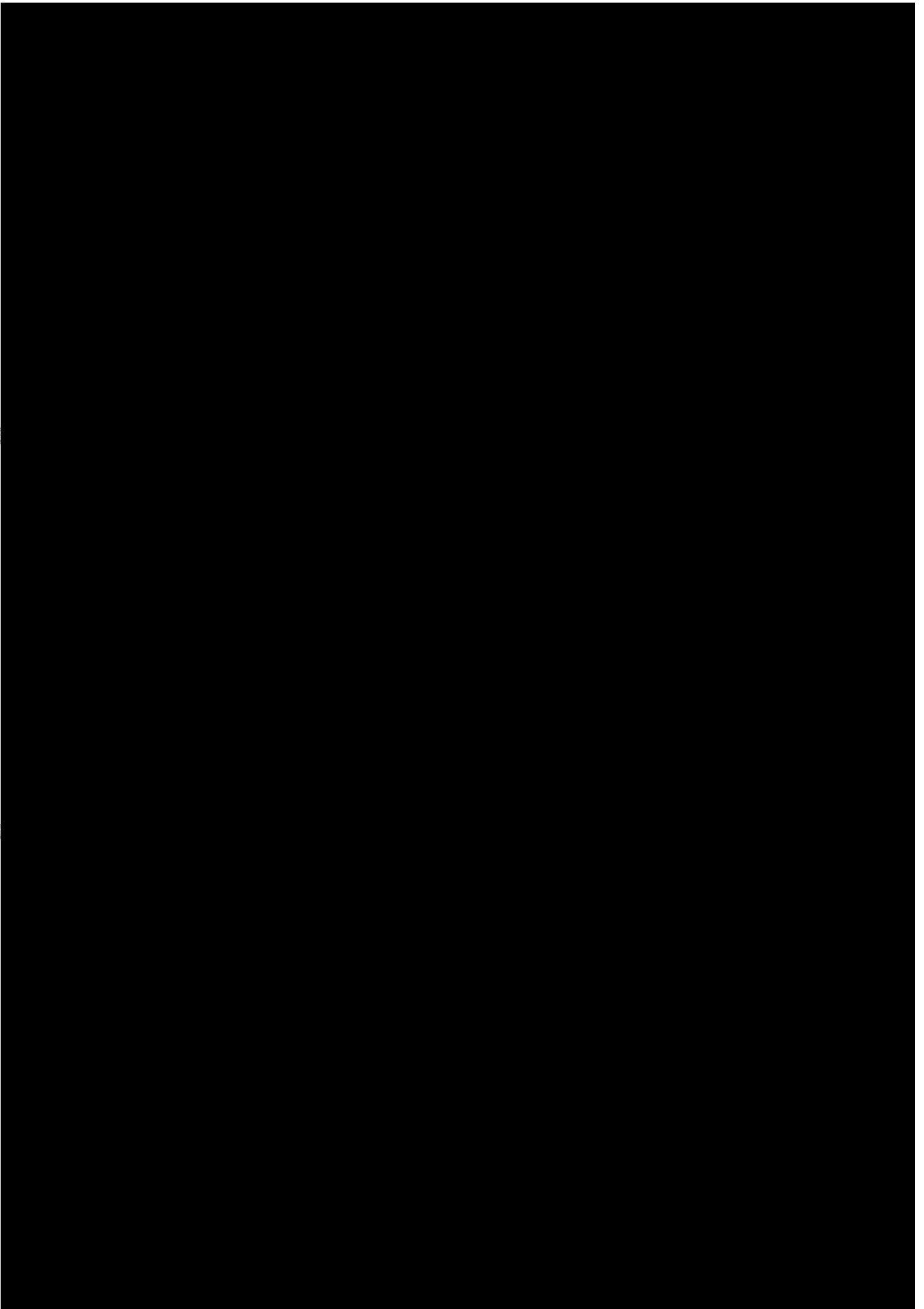


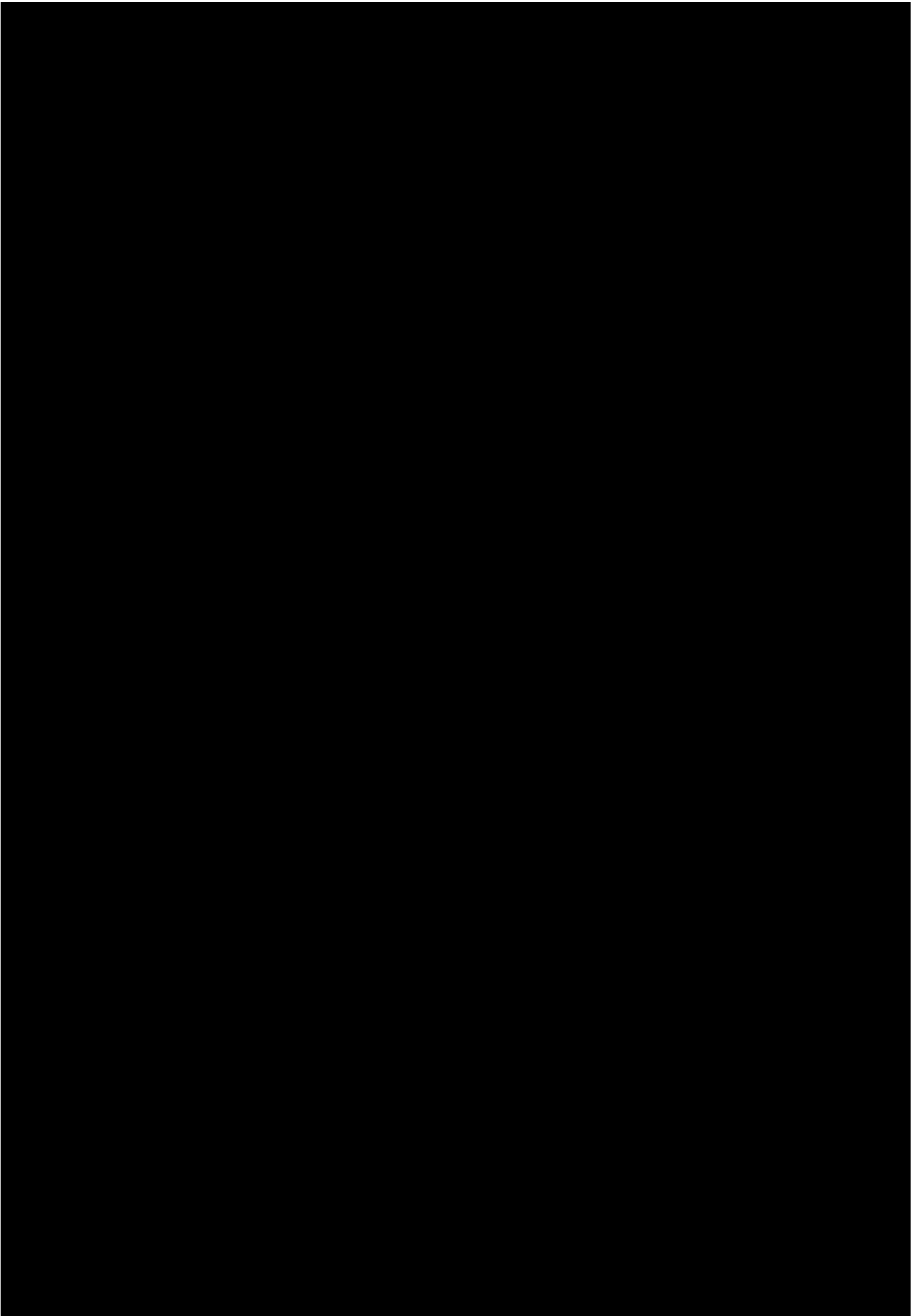


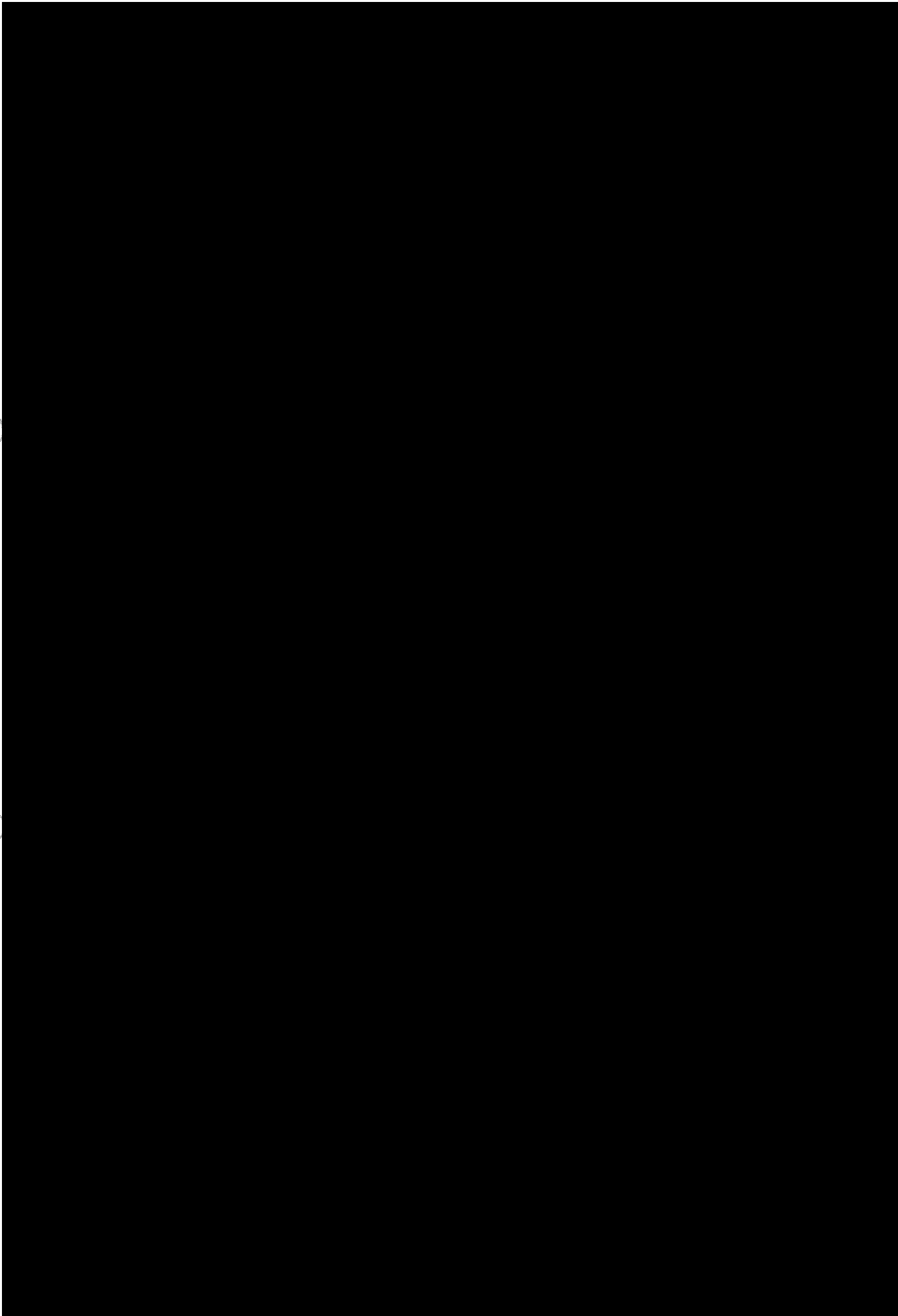


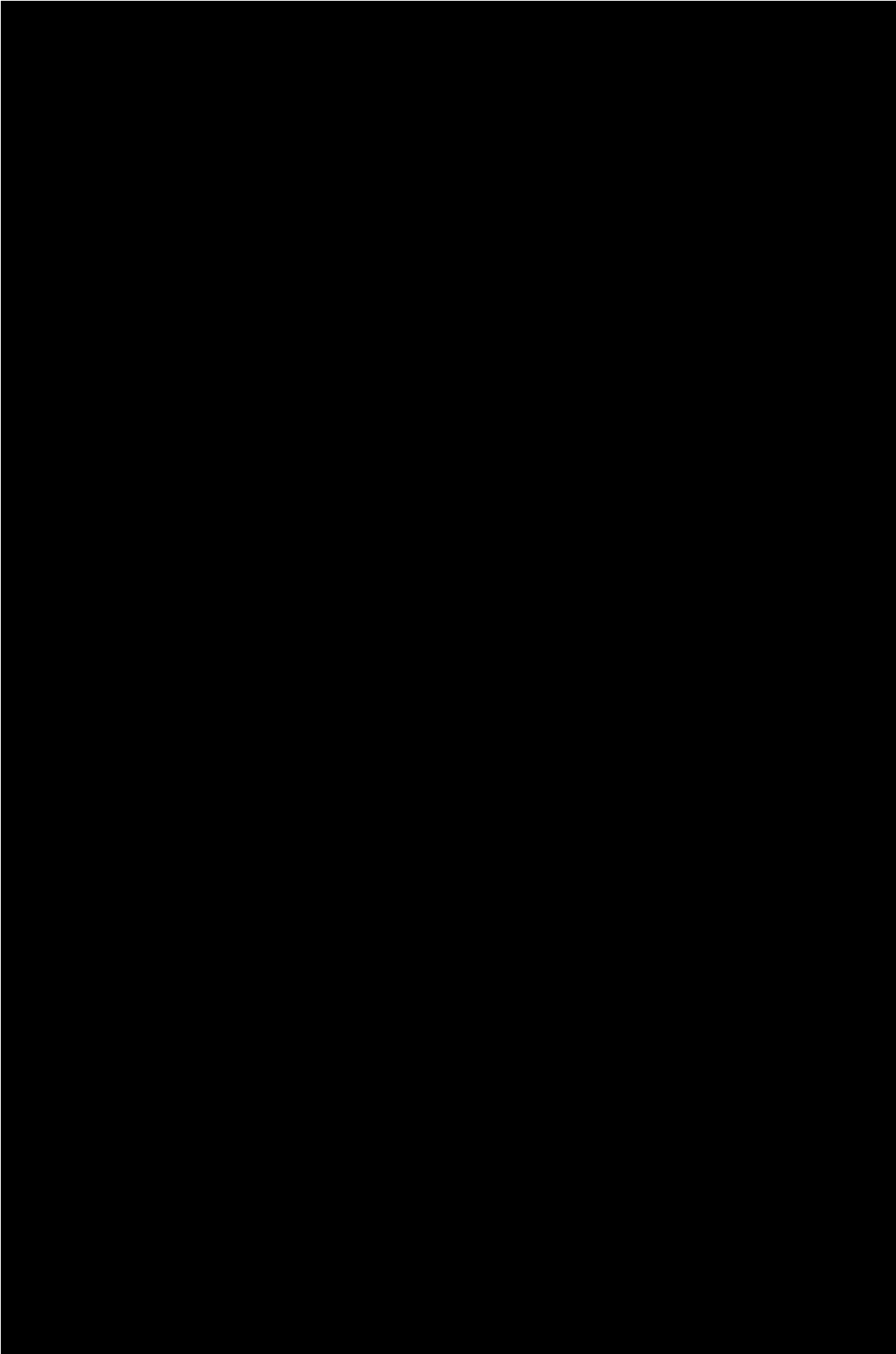


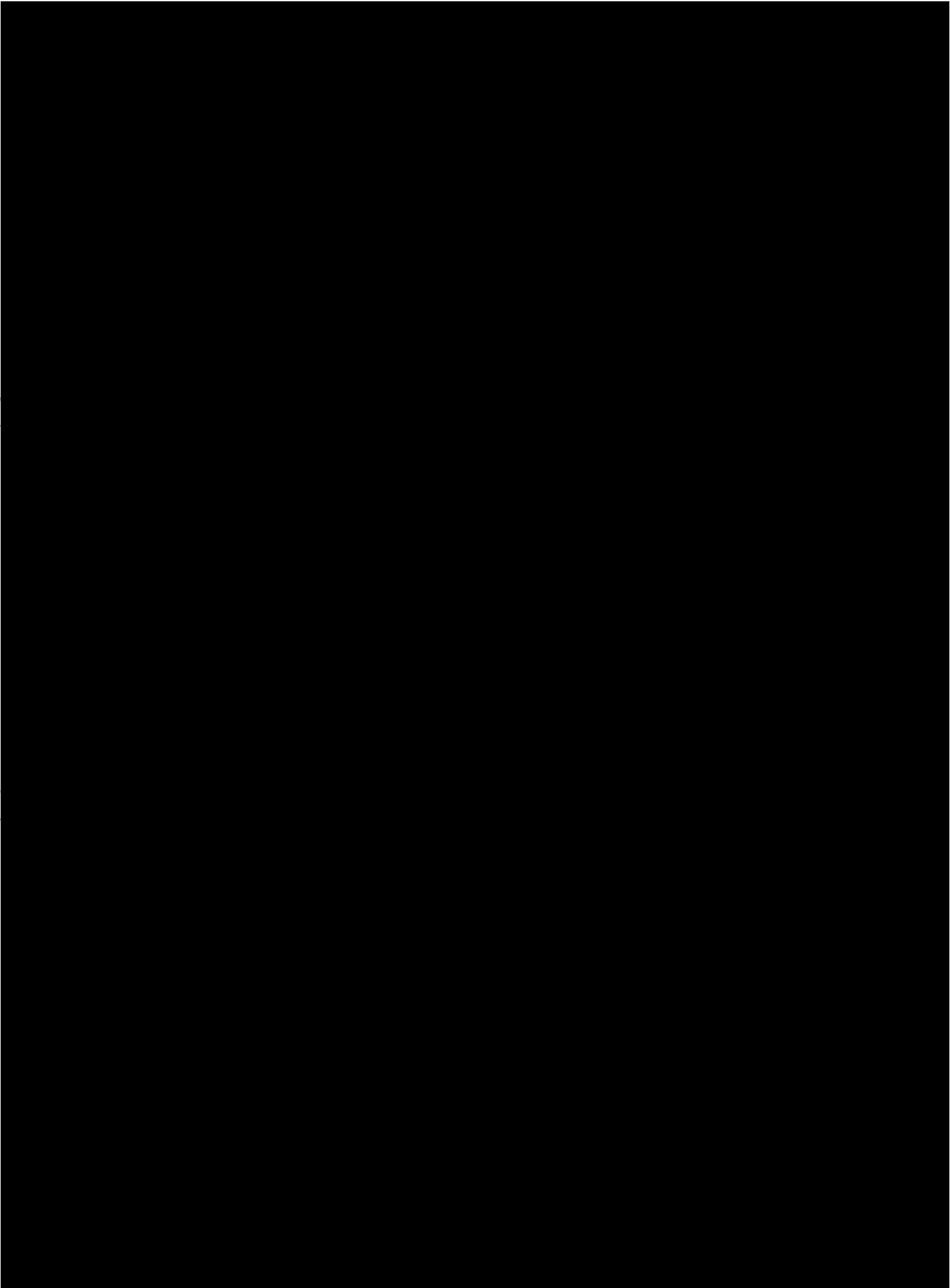


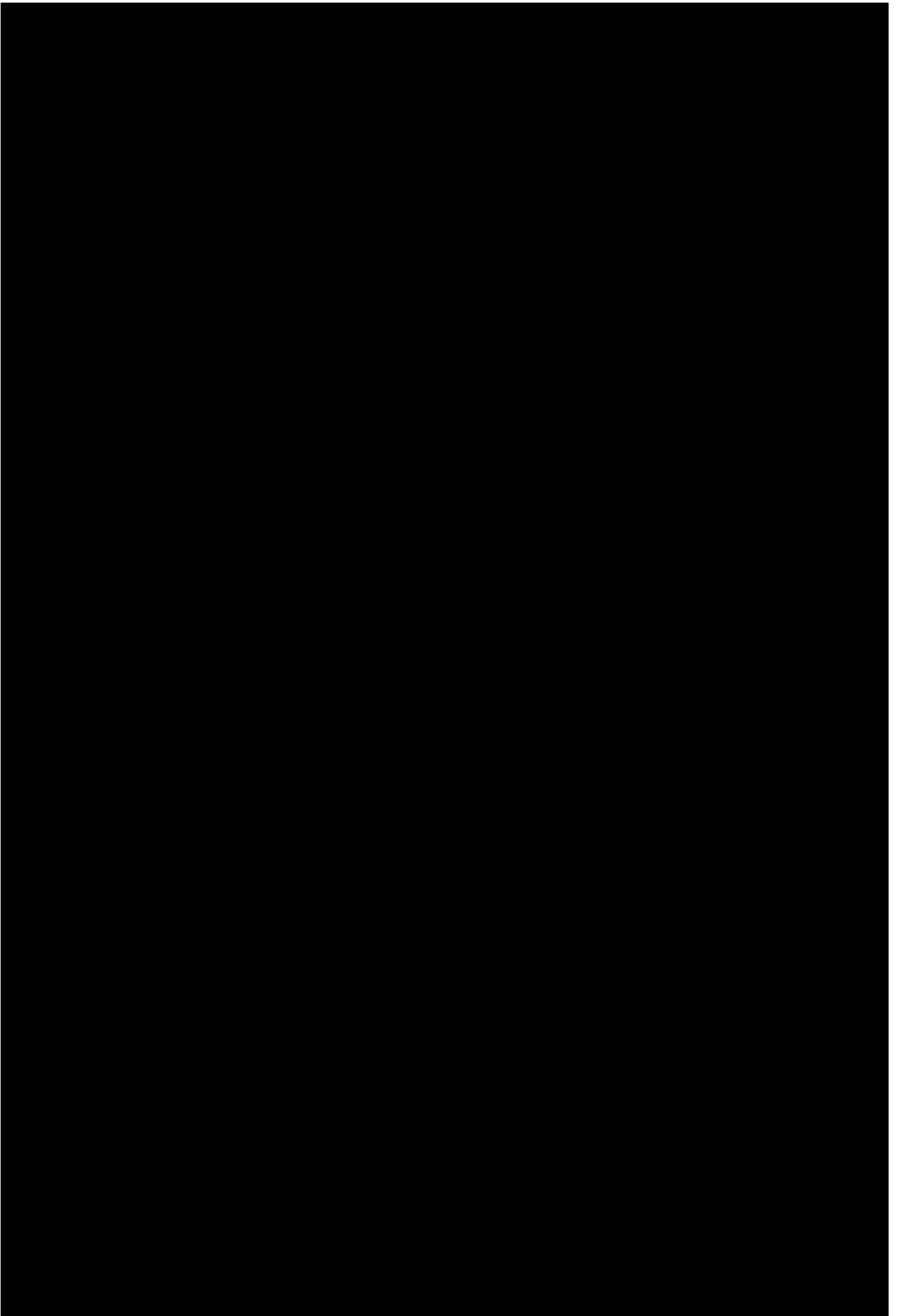


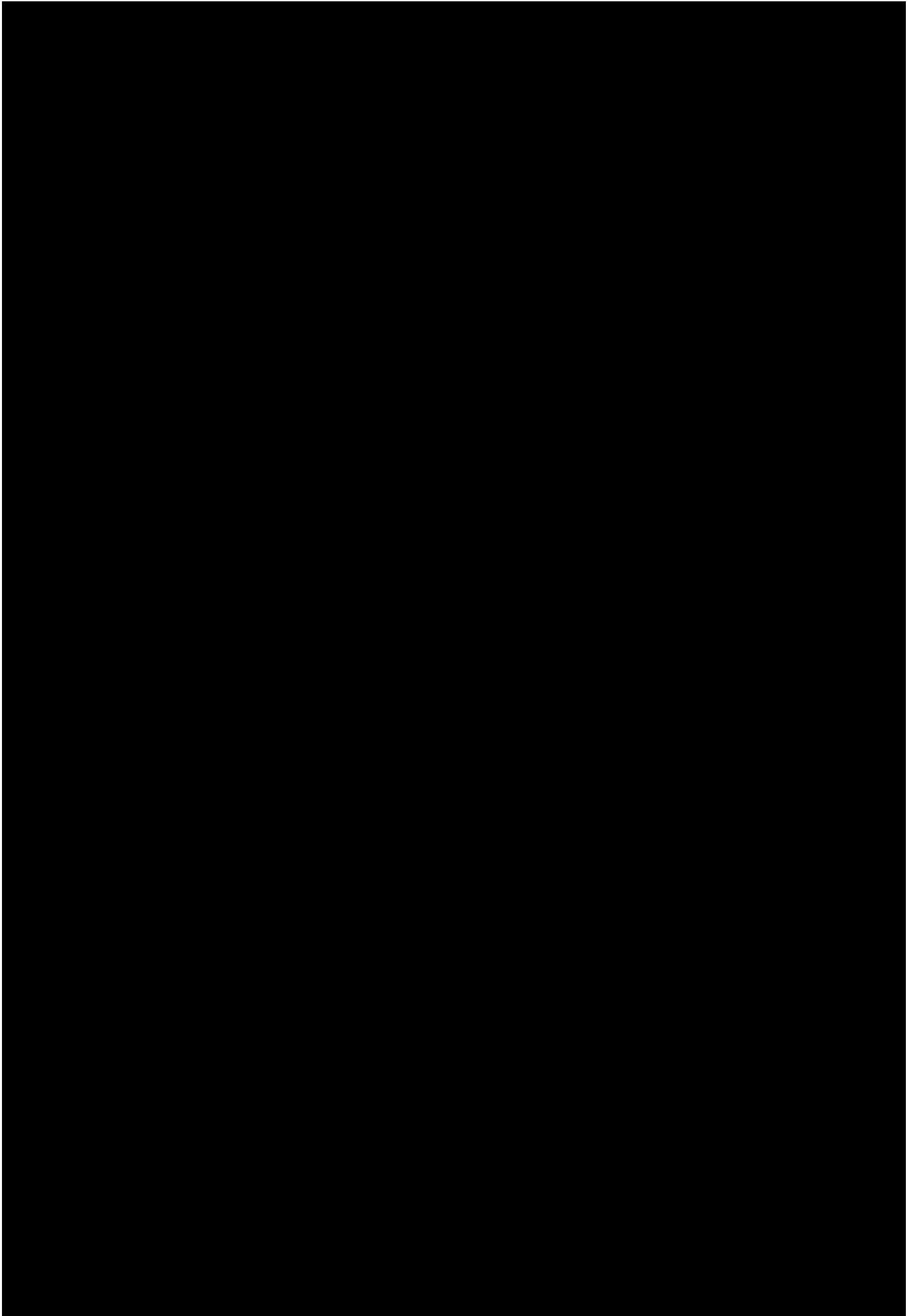


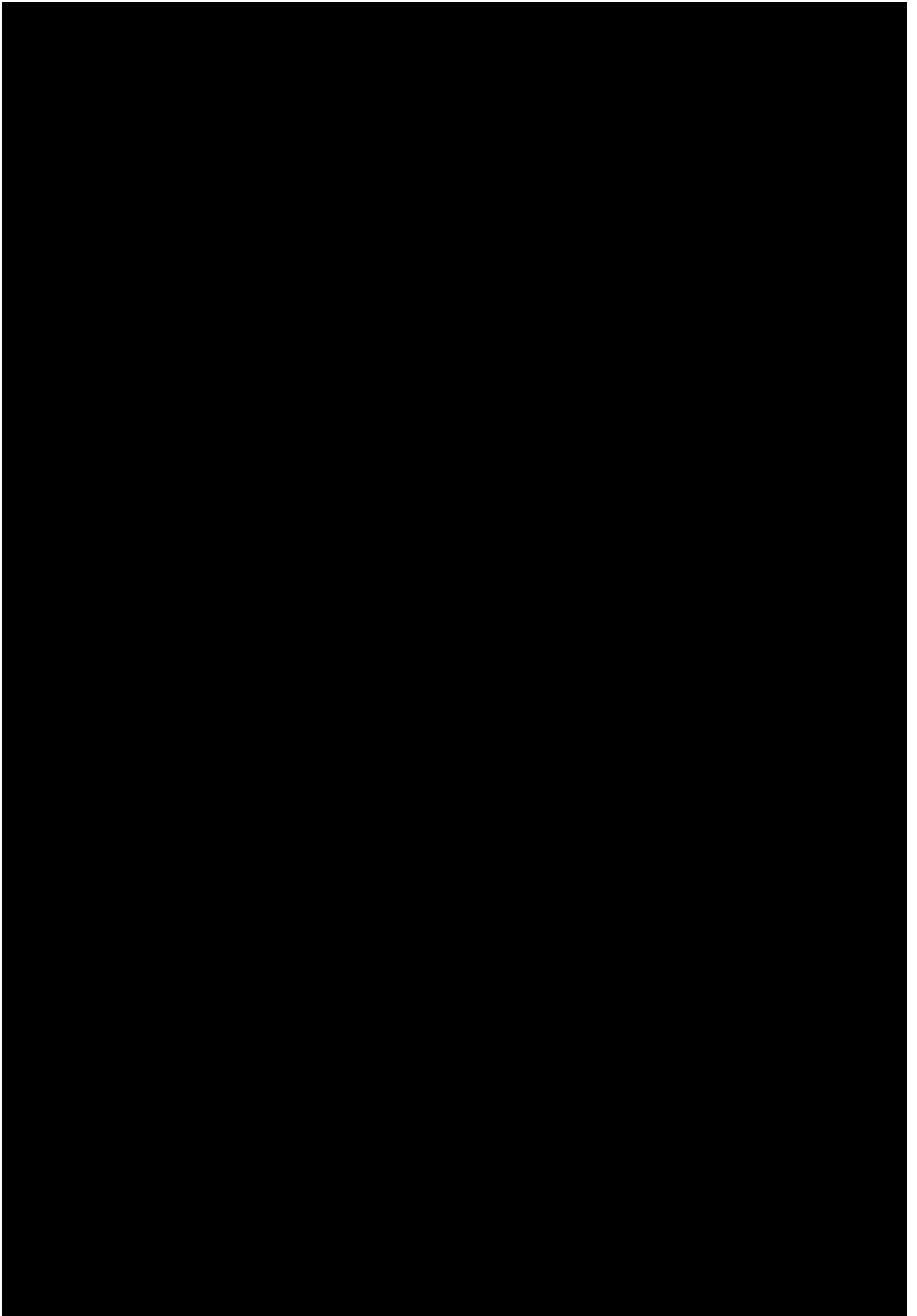


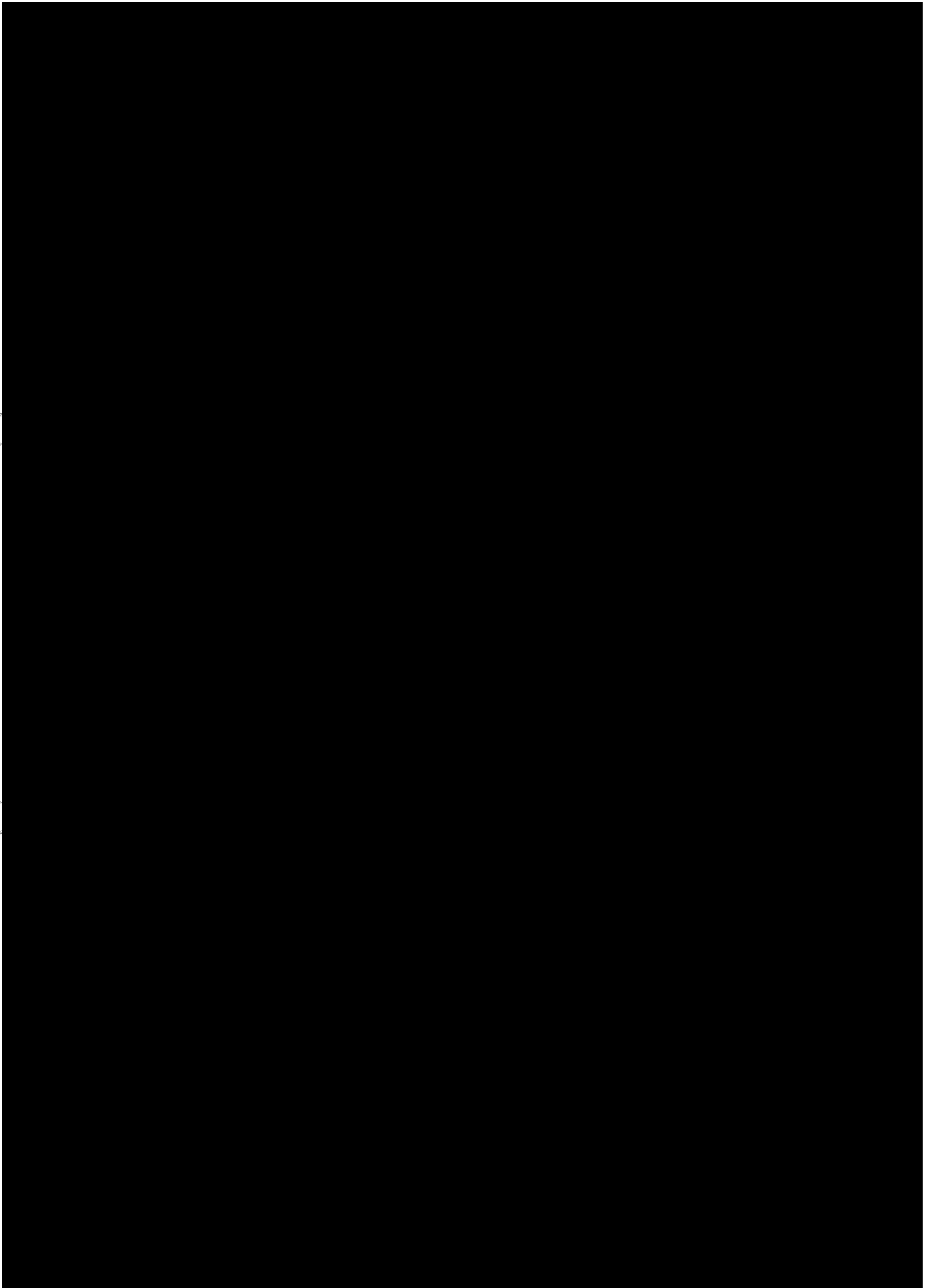


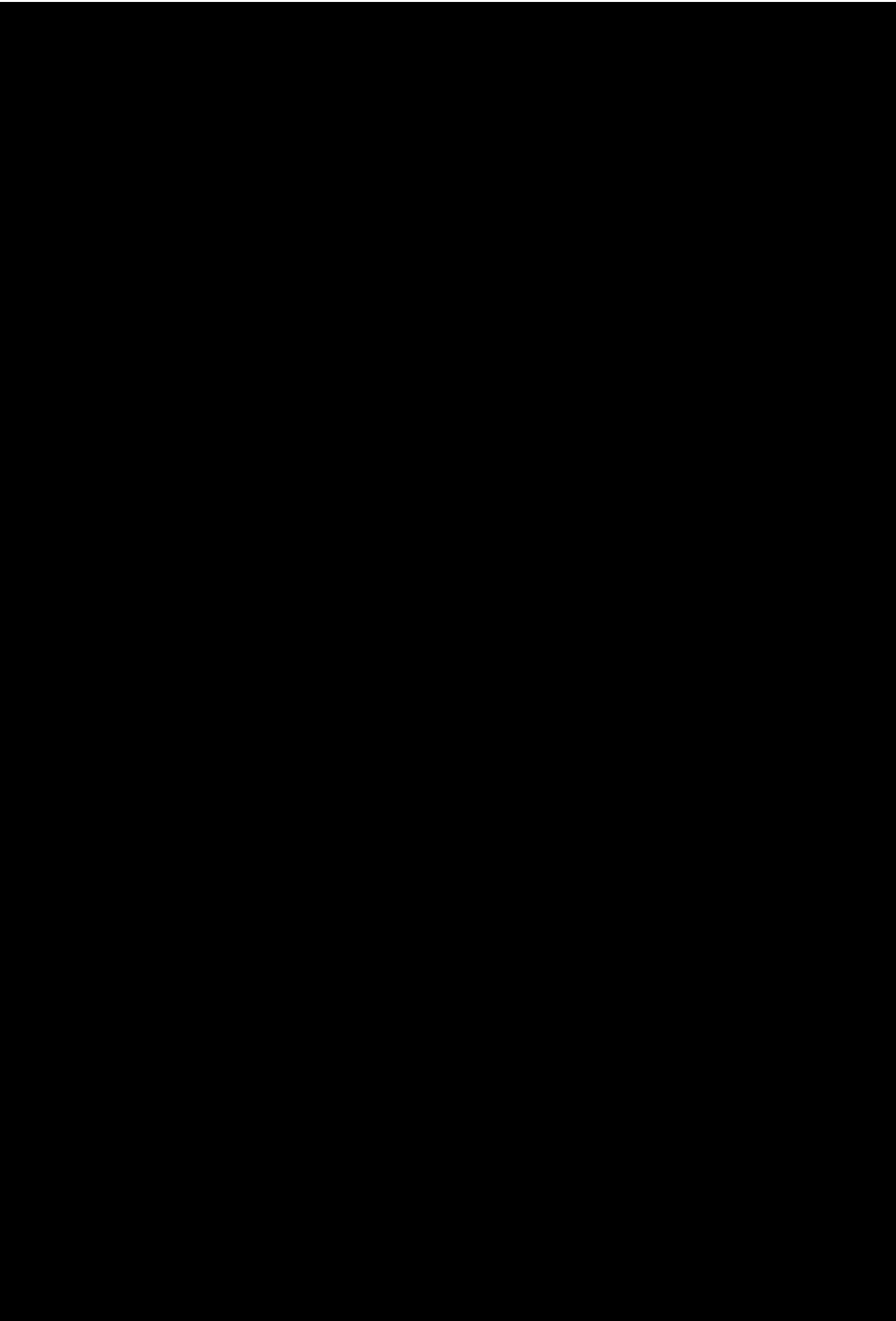








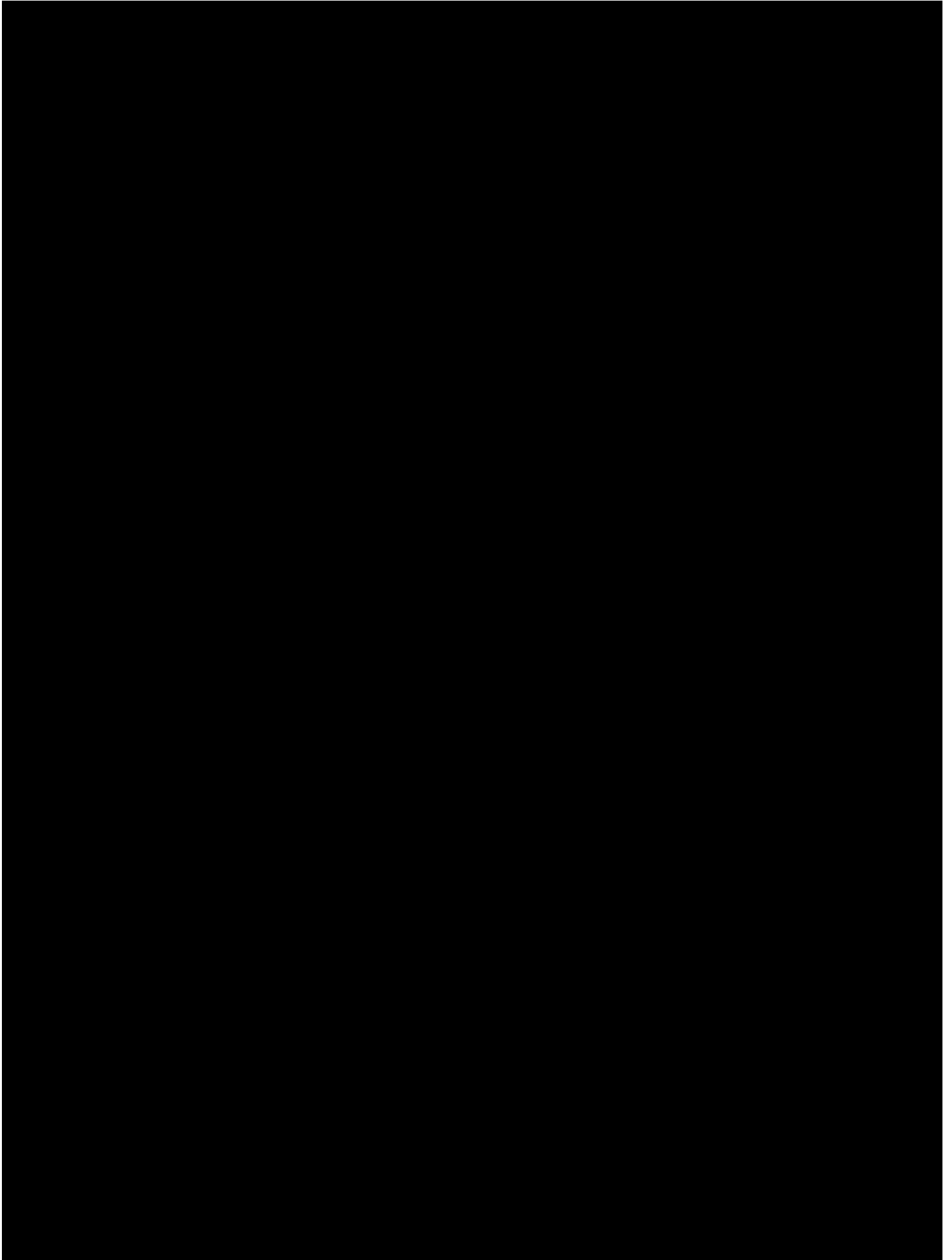


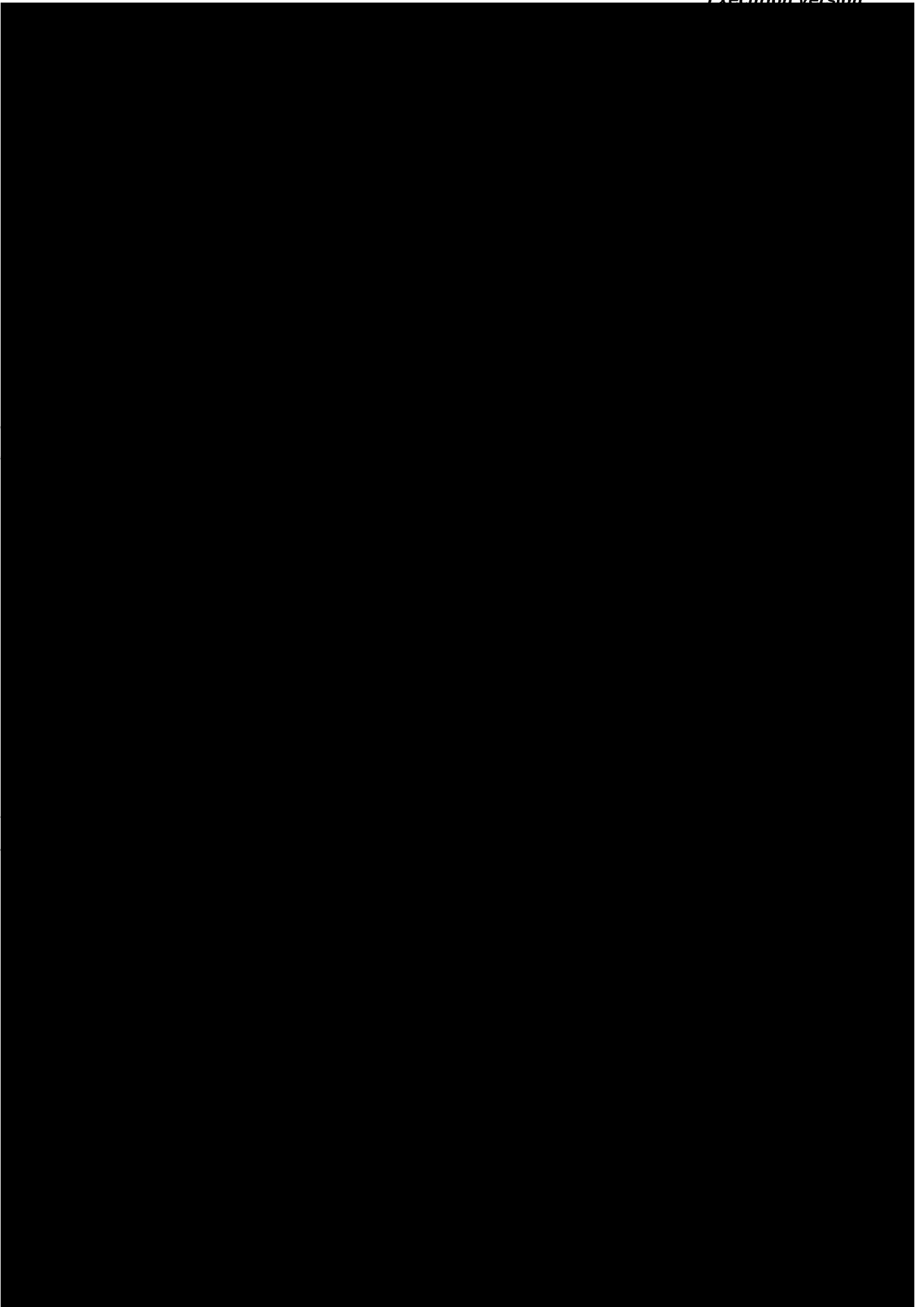


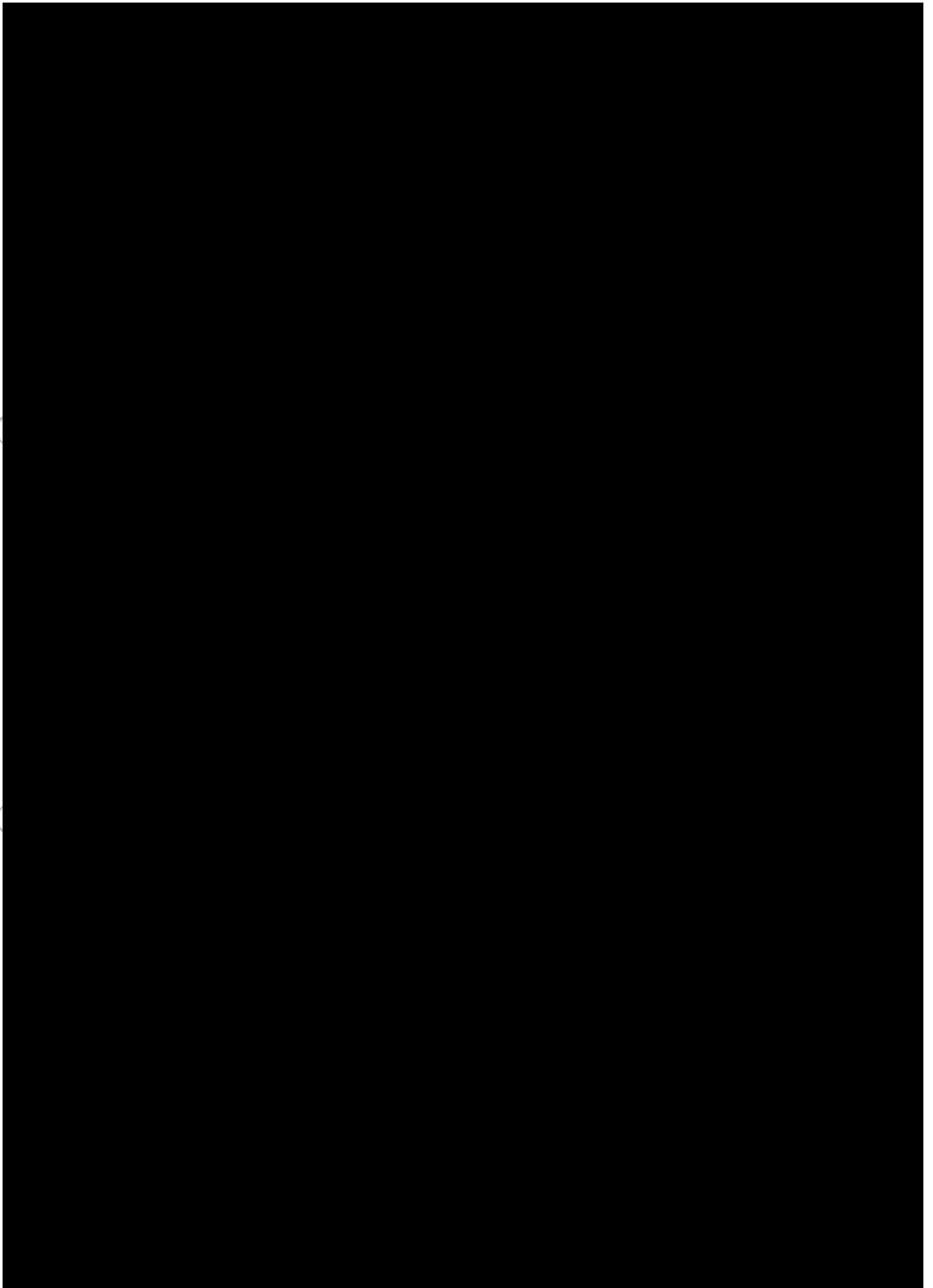
**SCHEDULE E5
Form of Financier's Side Deed**

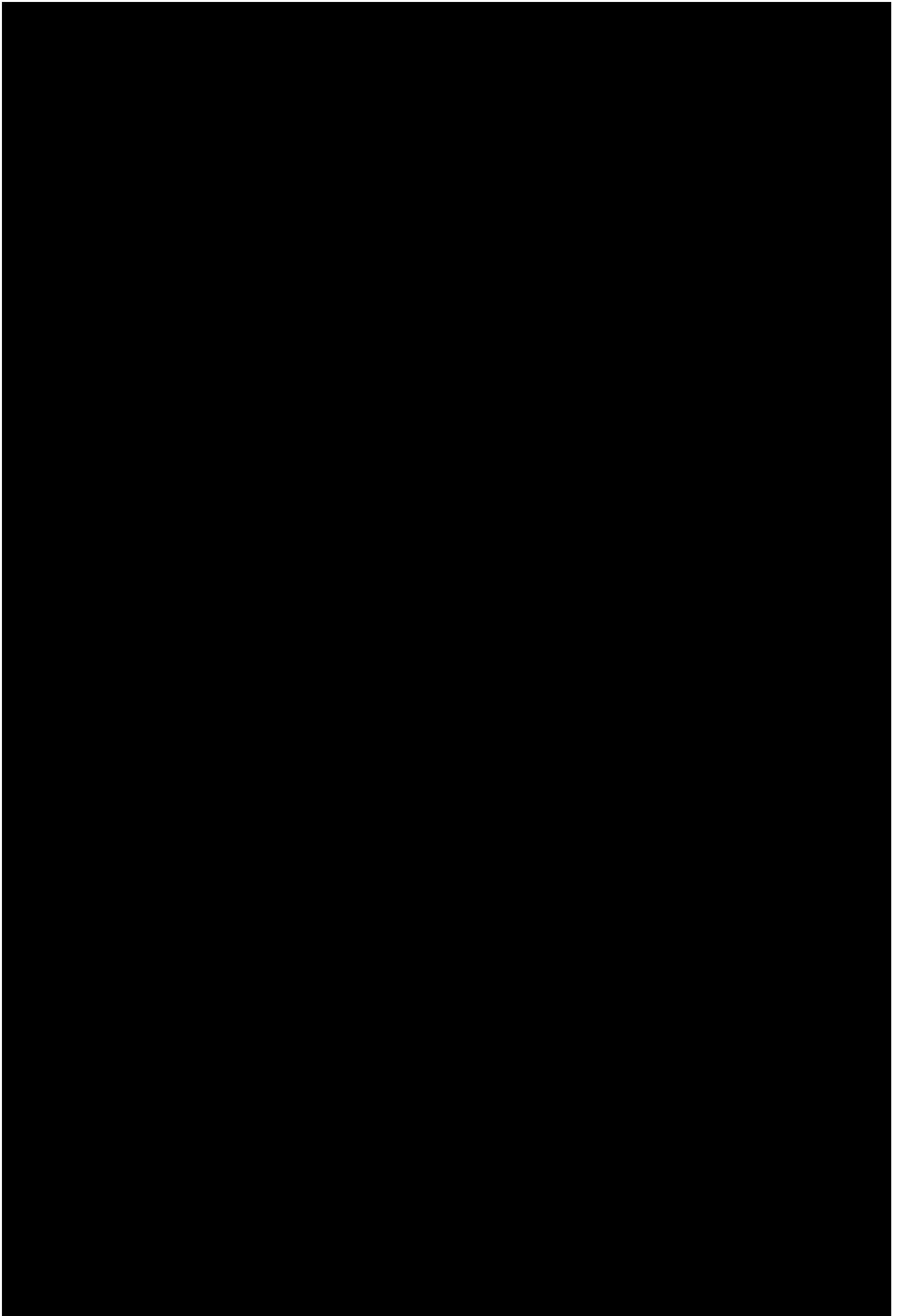
(Clause 35 and Schedule A2)

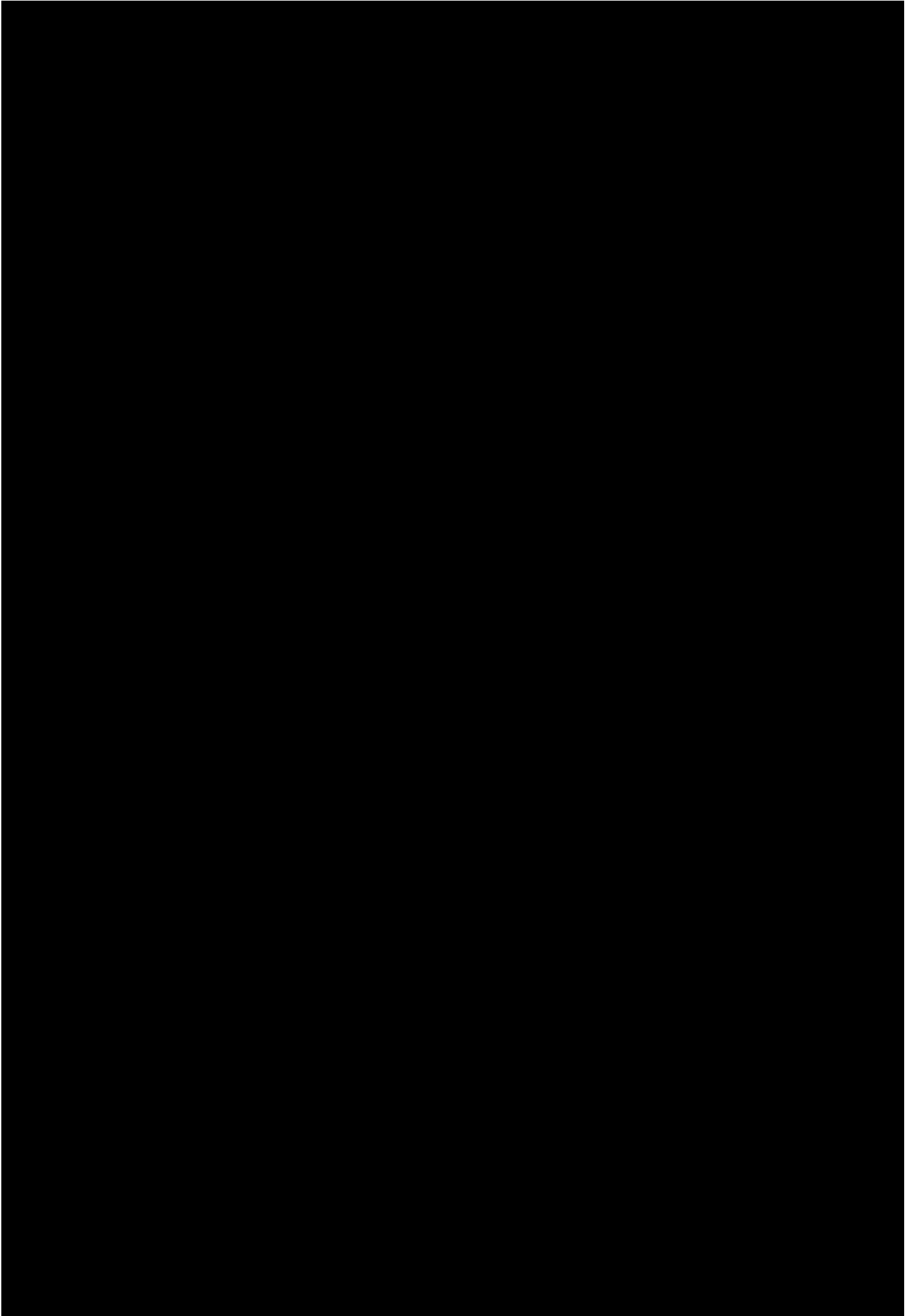


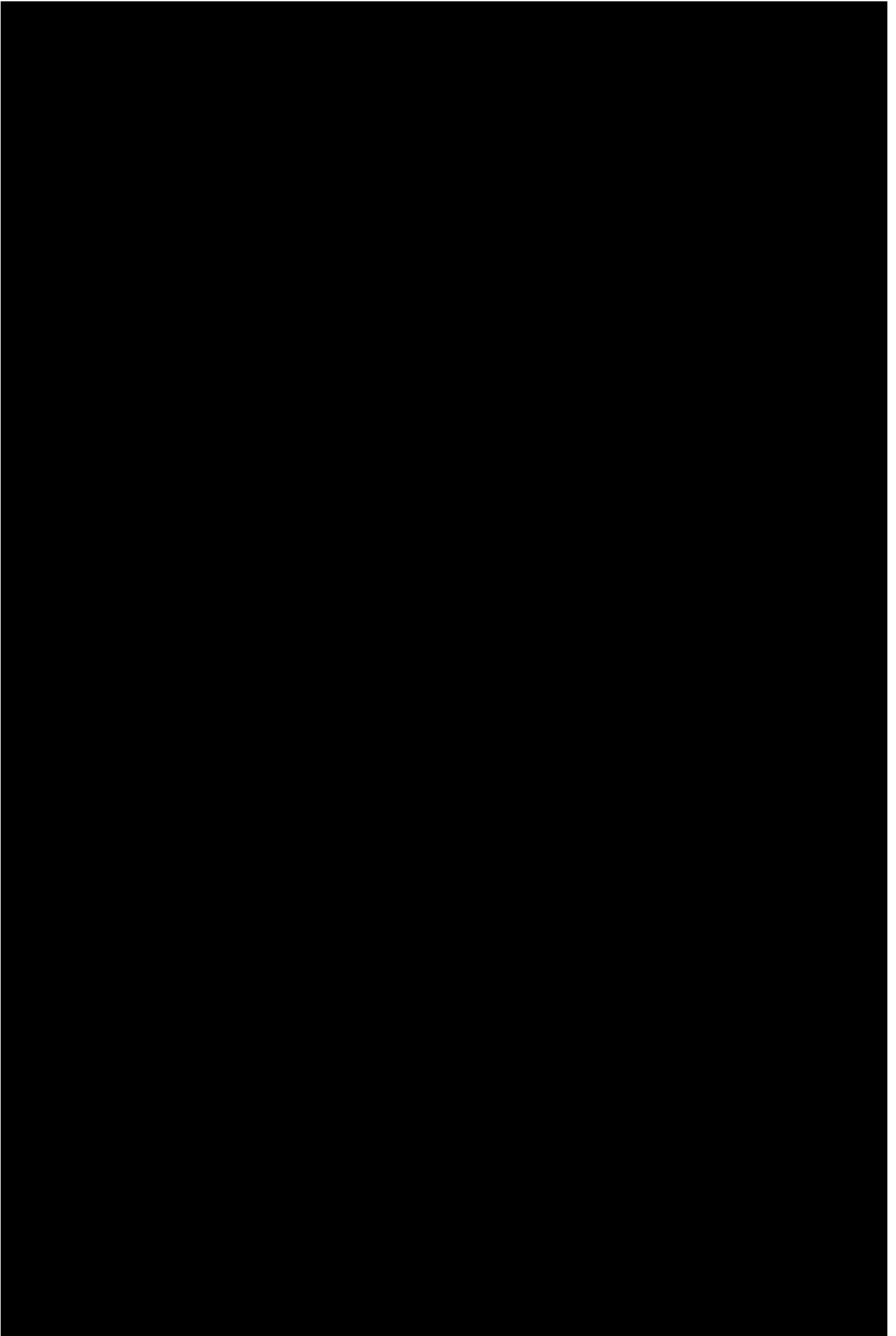


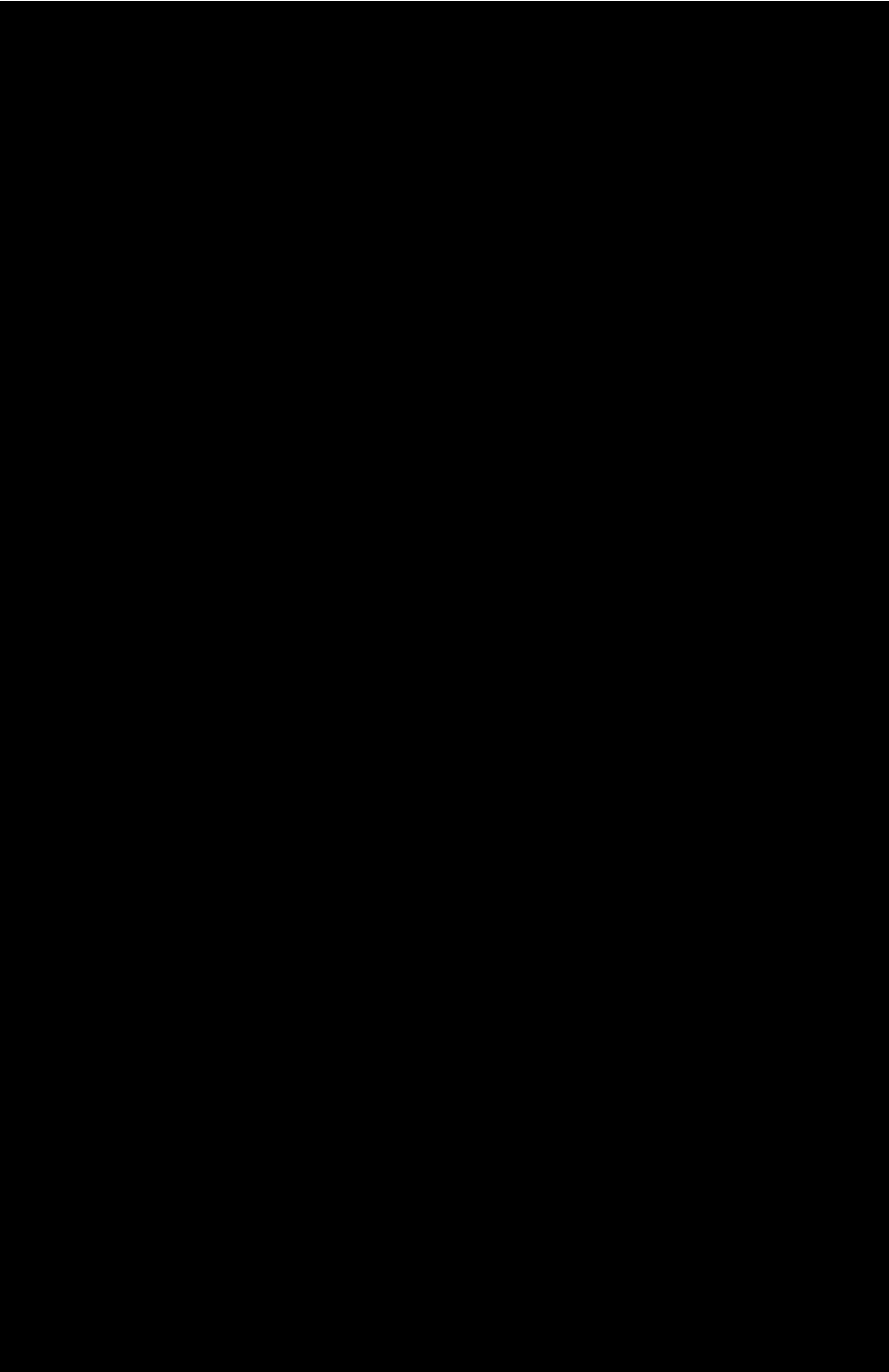


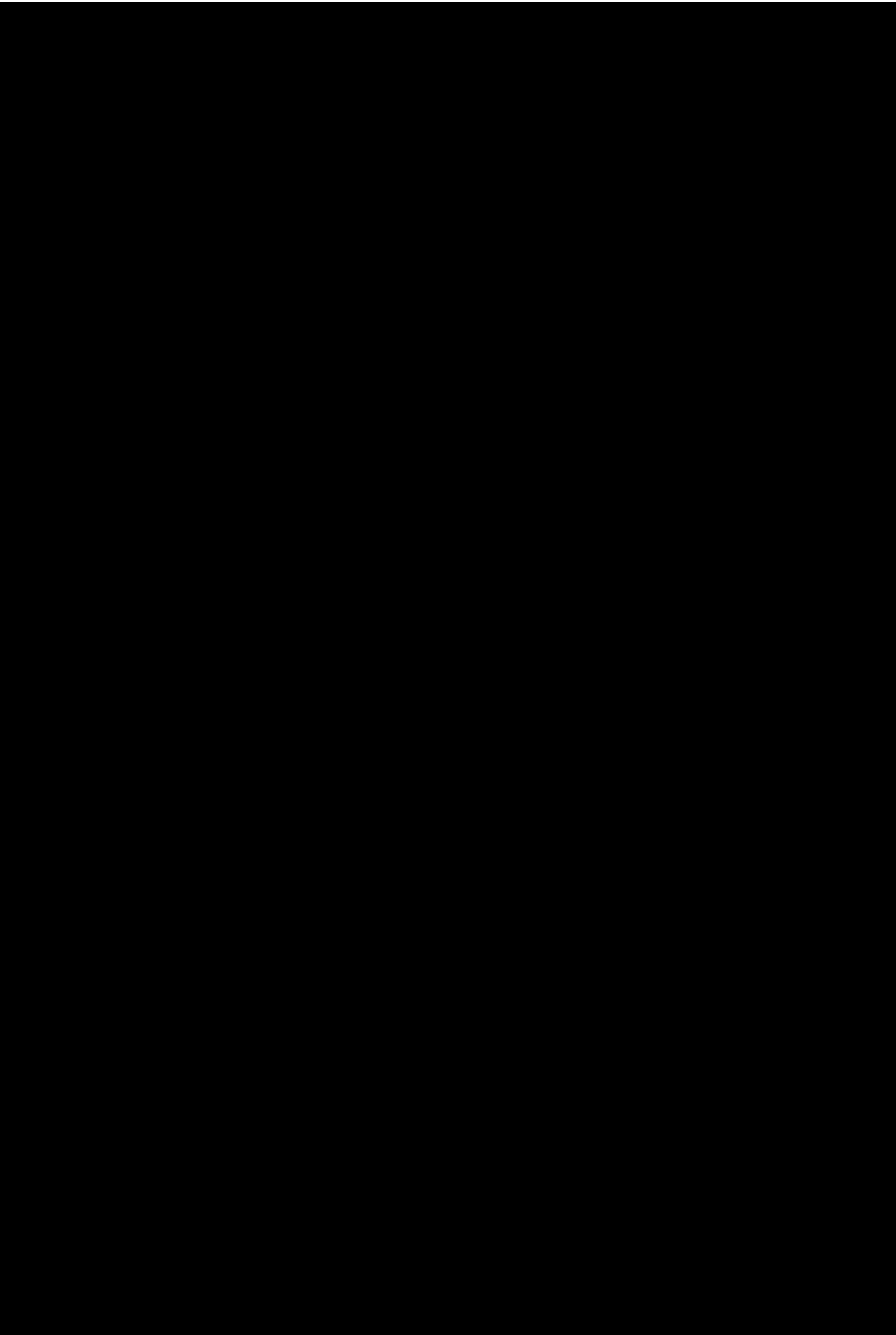


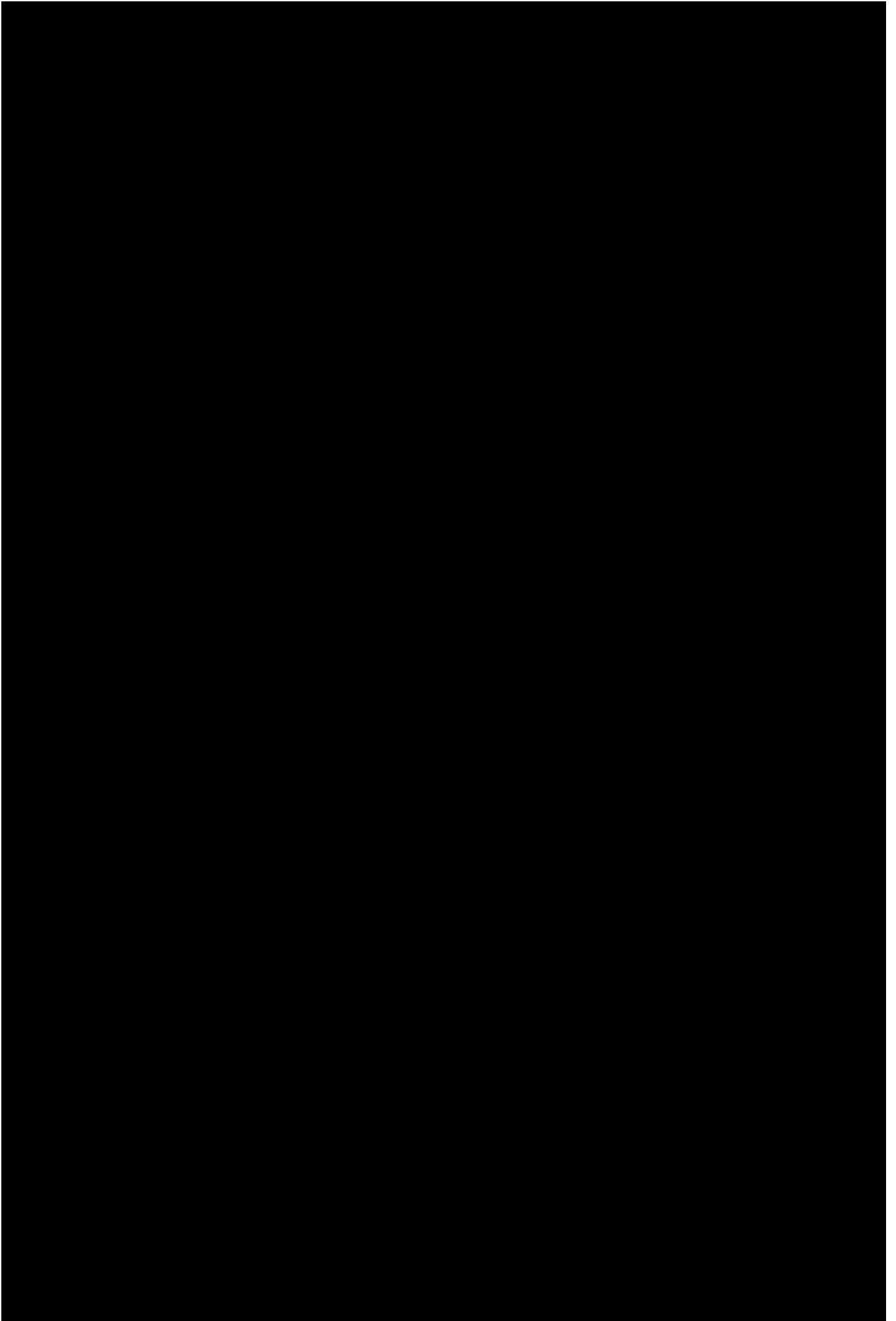


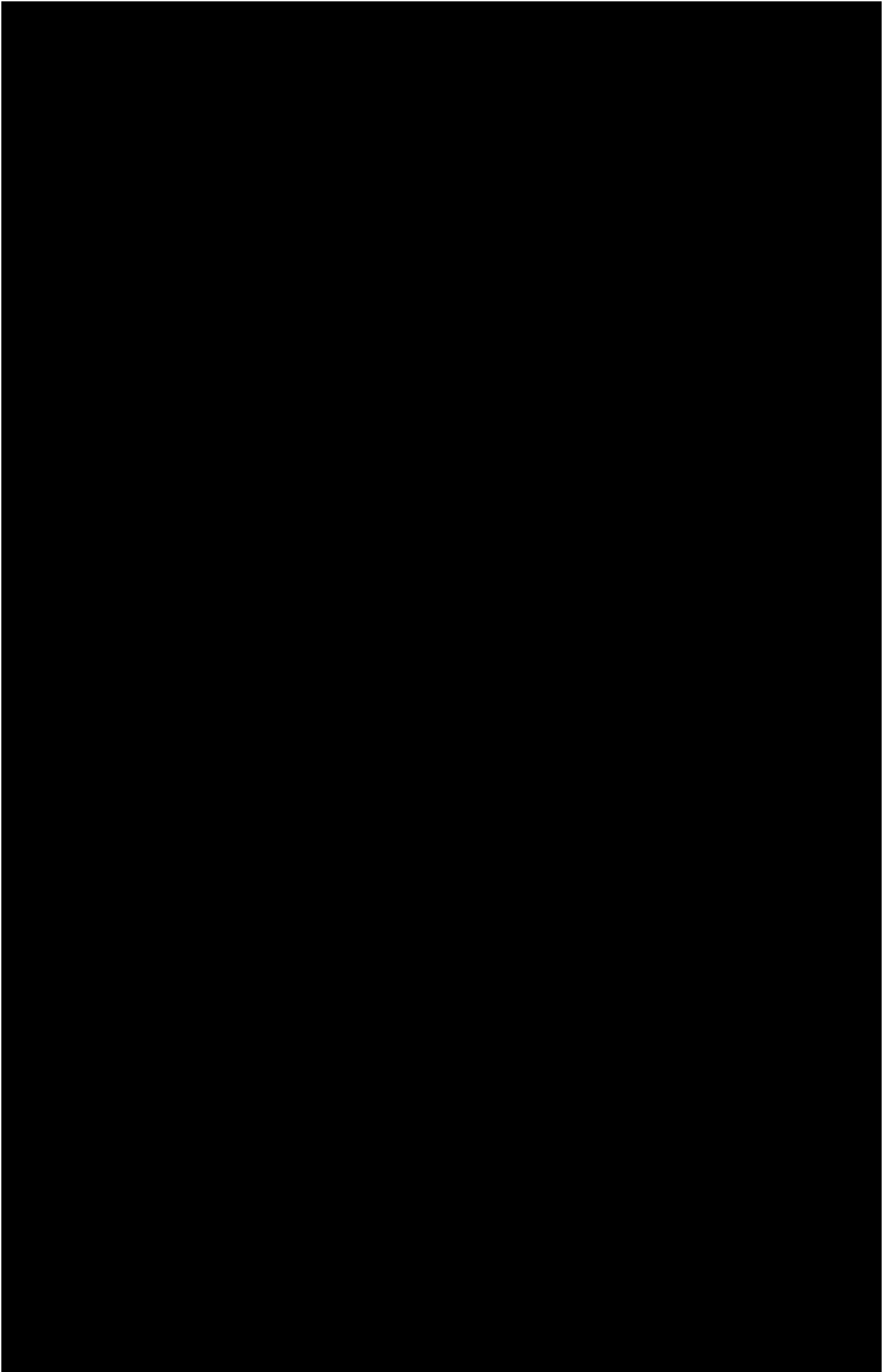


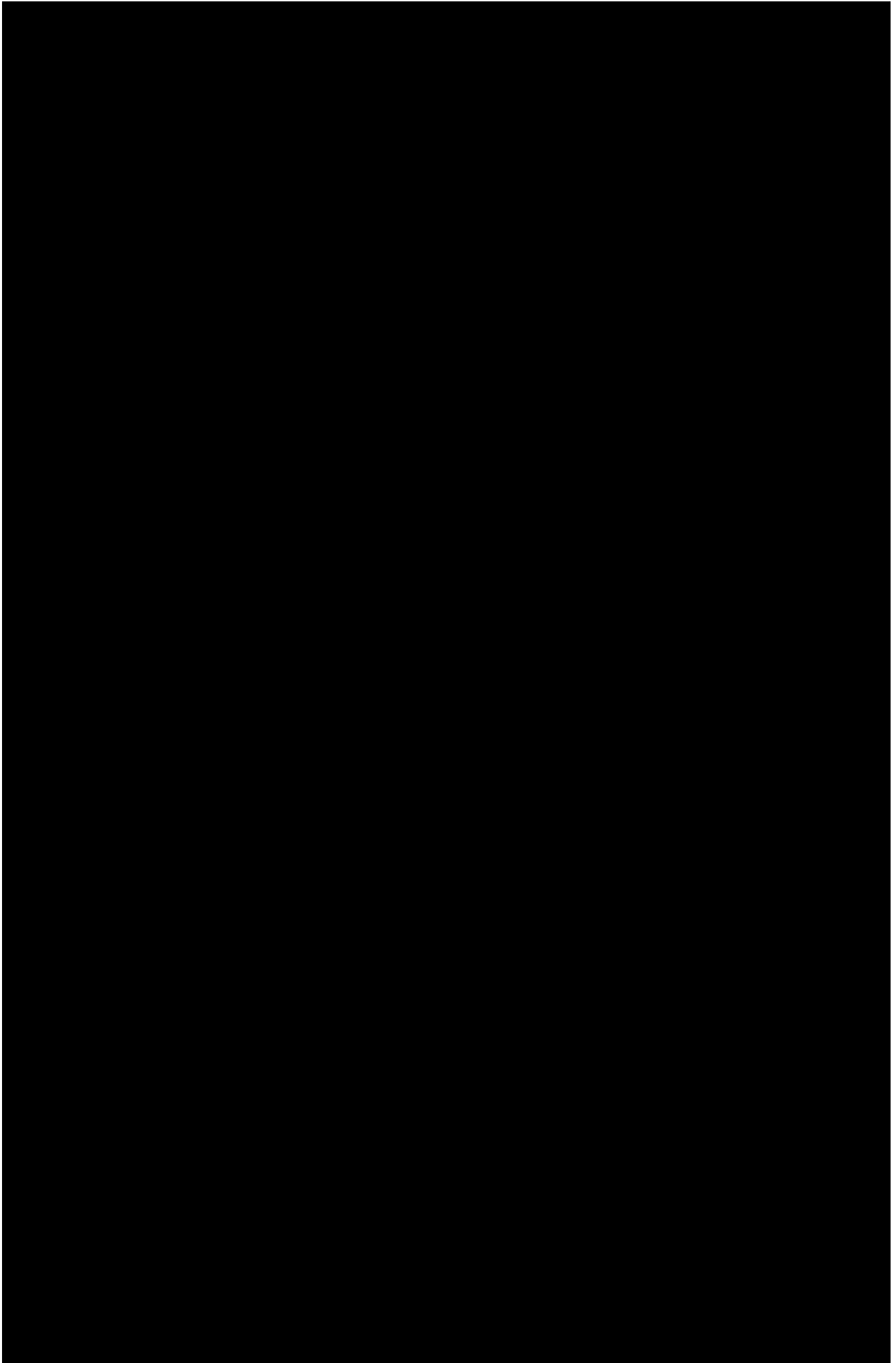


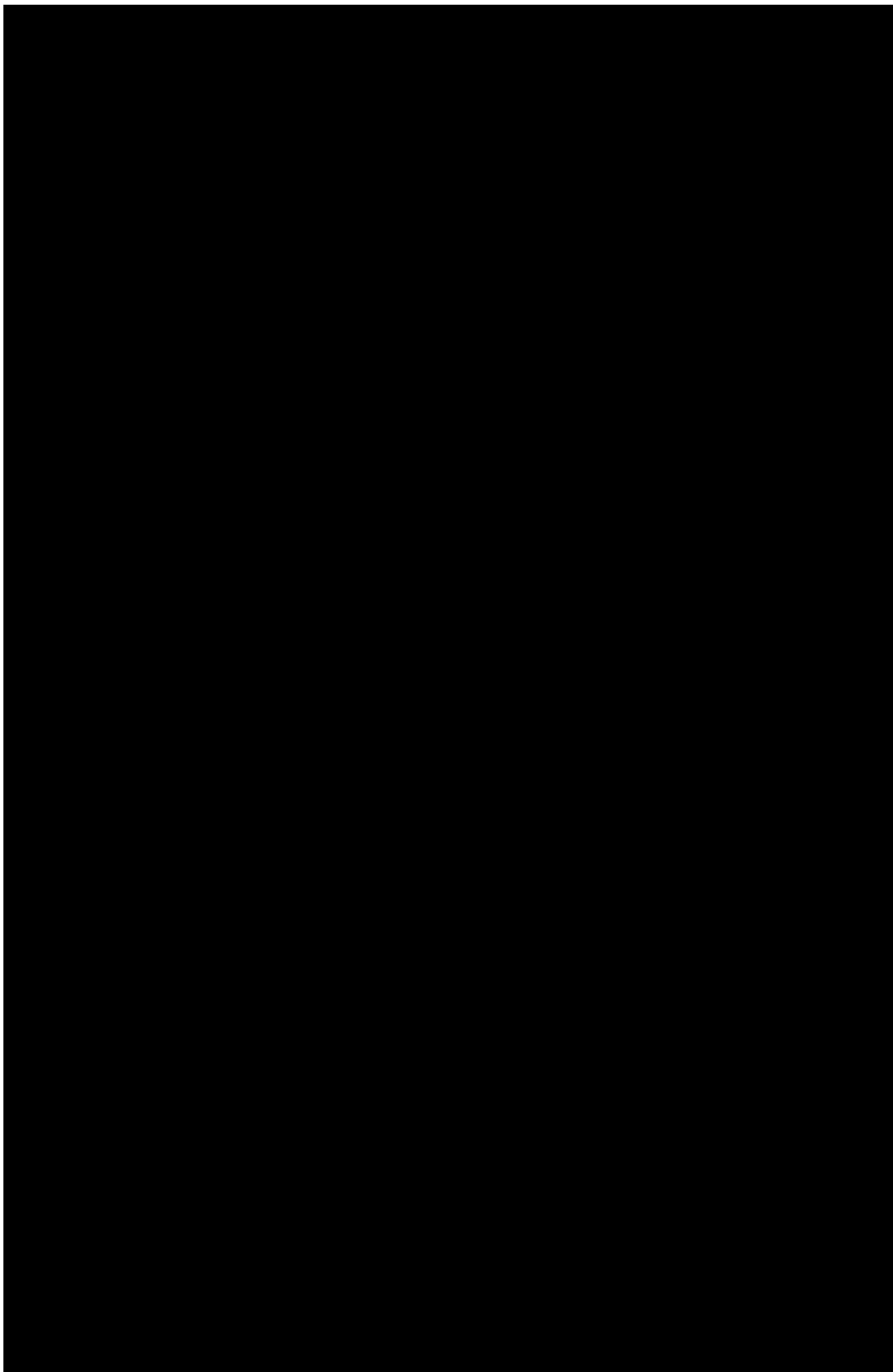


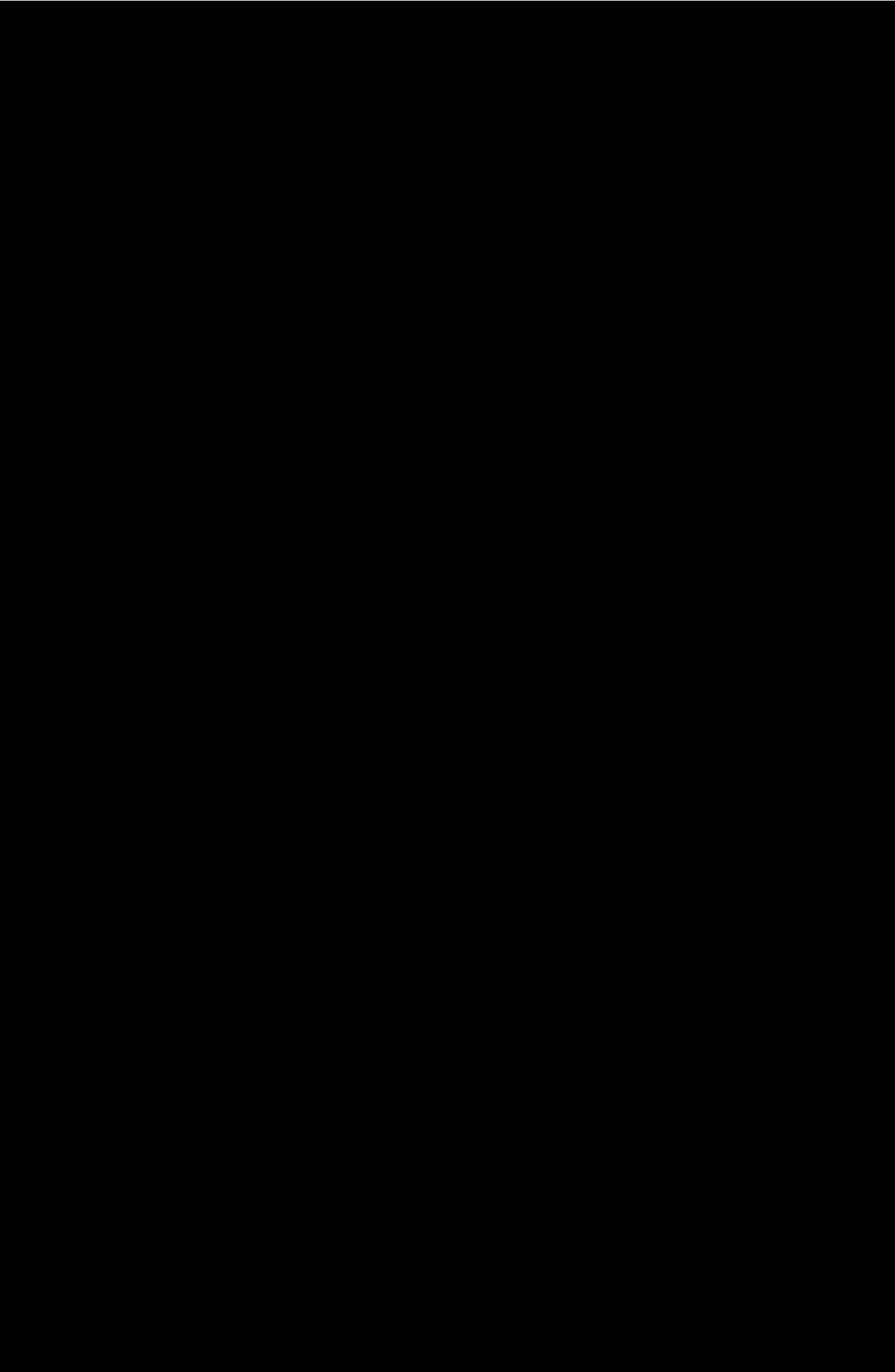


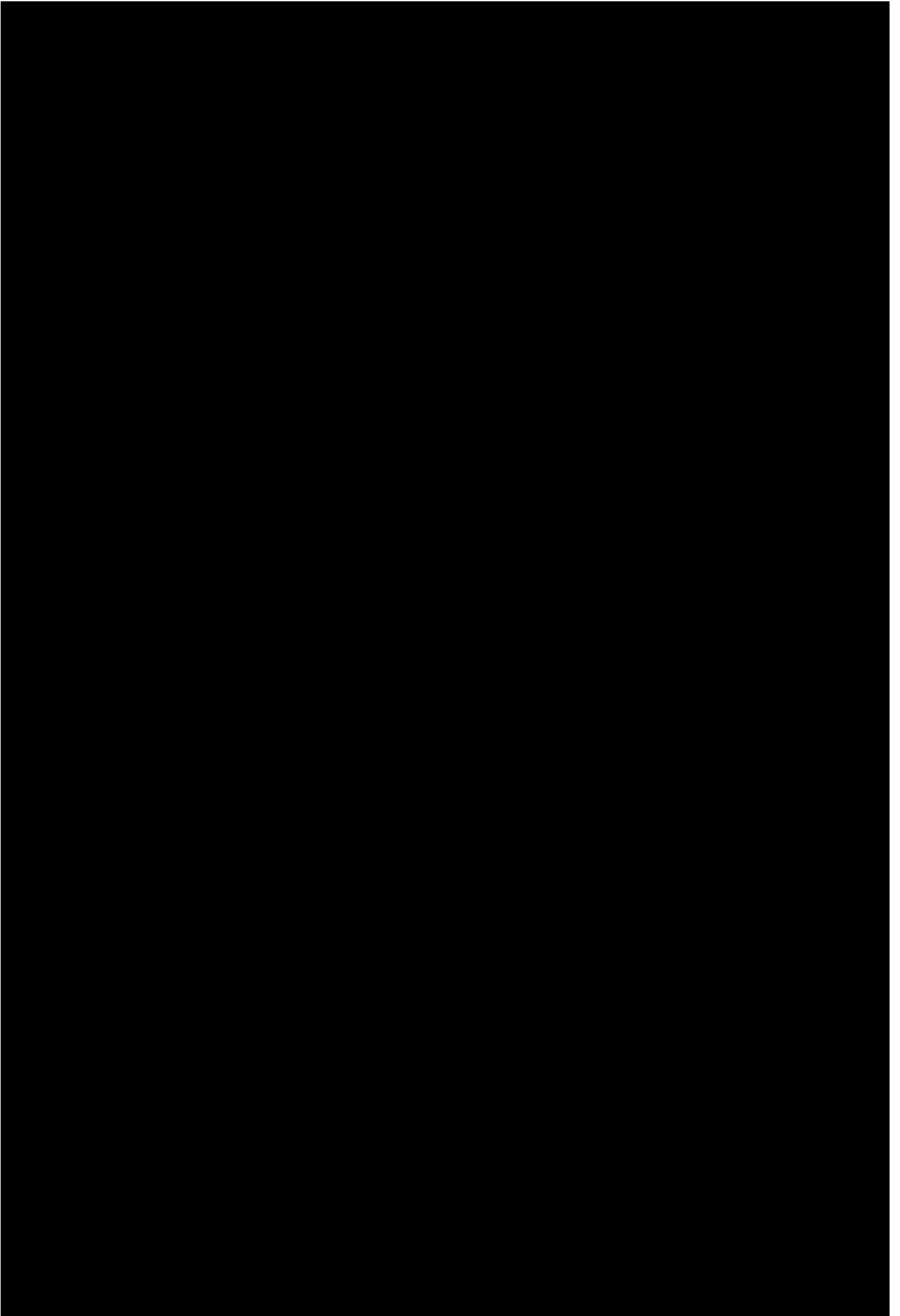


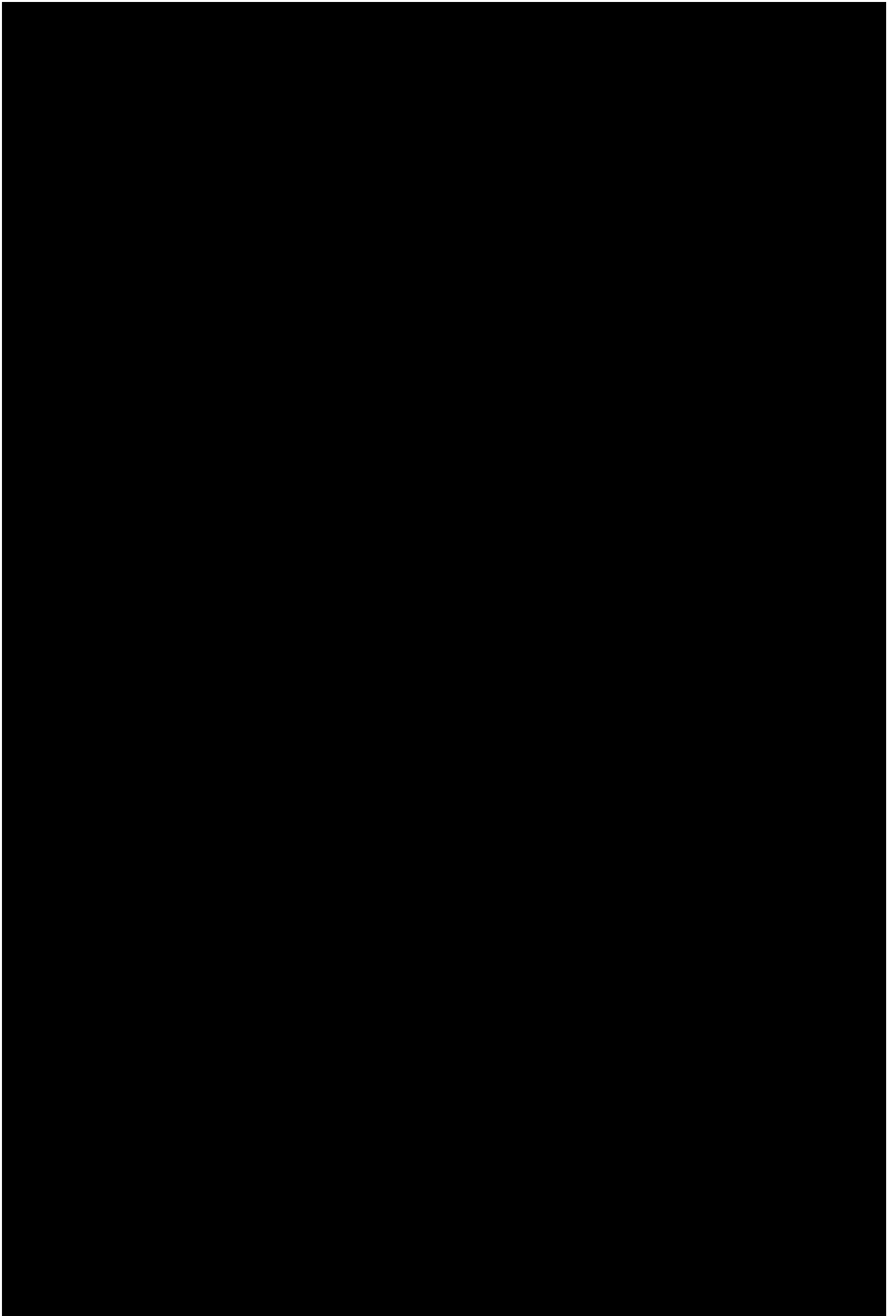


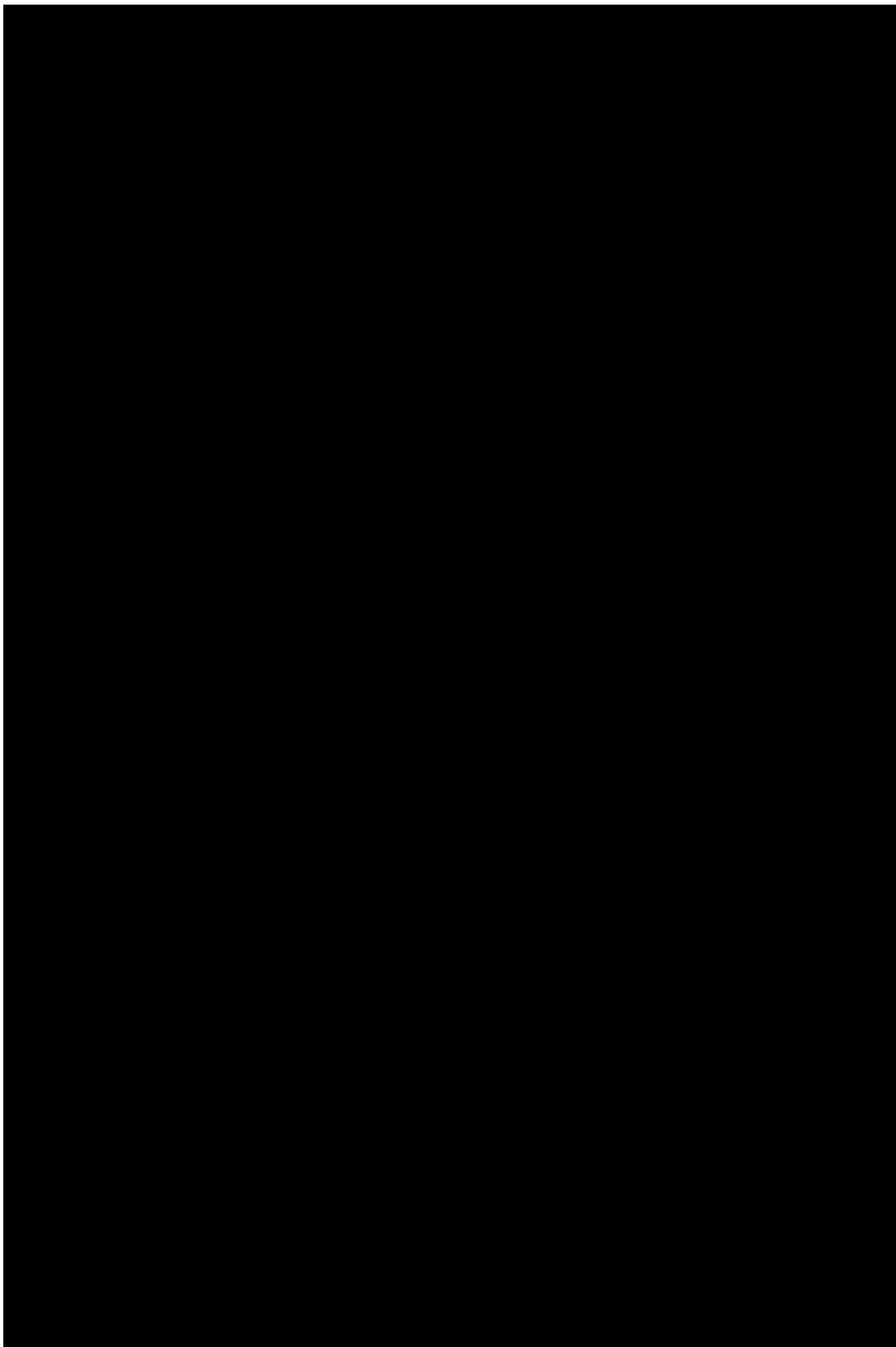


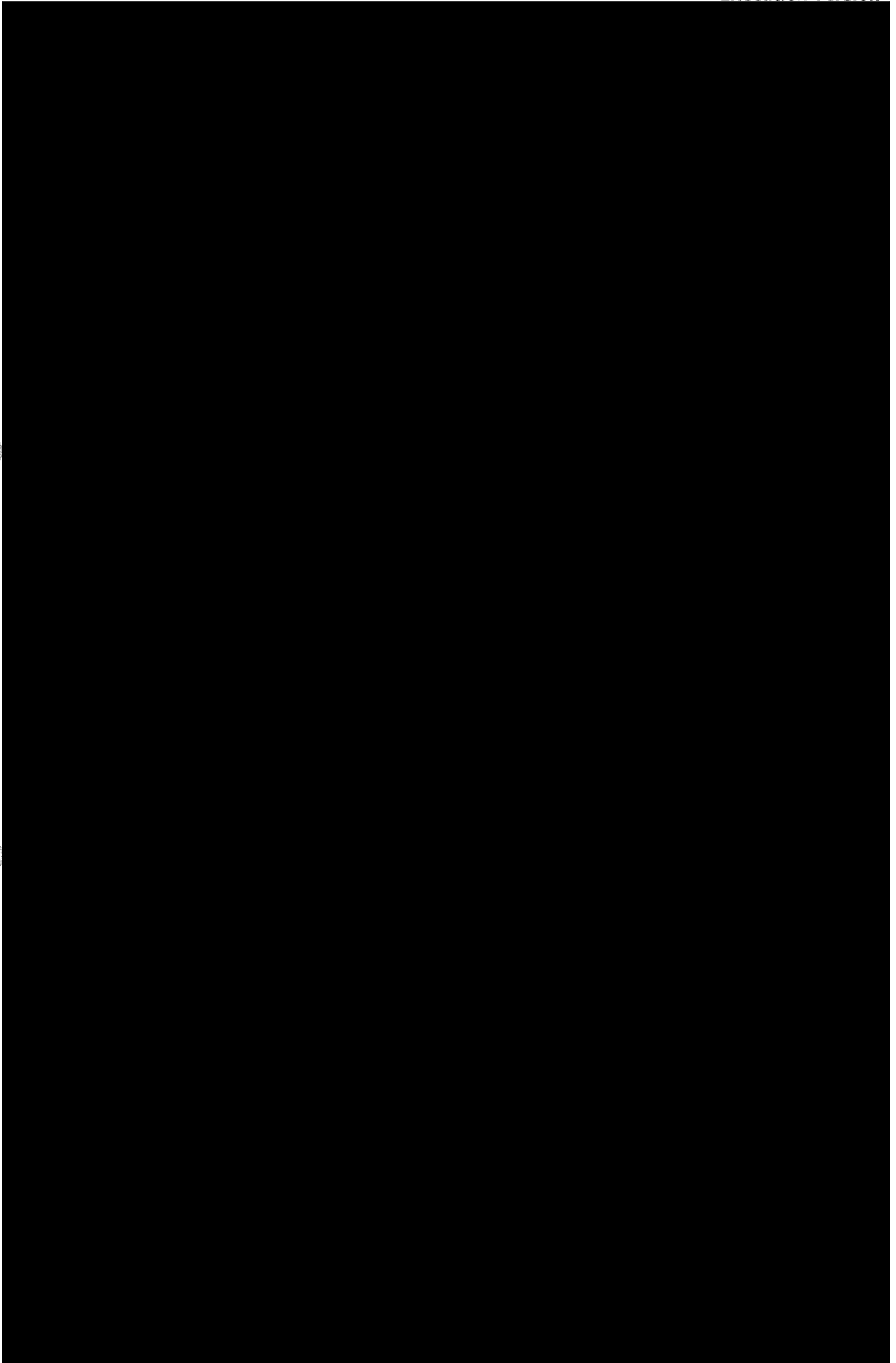


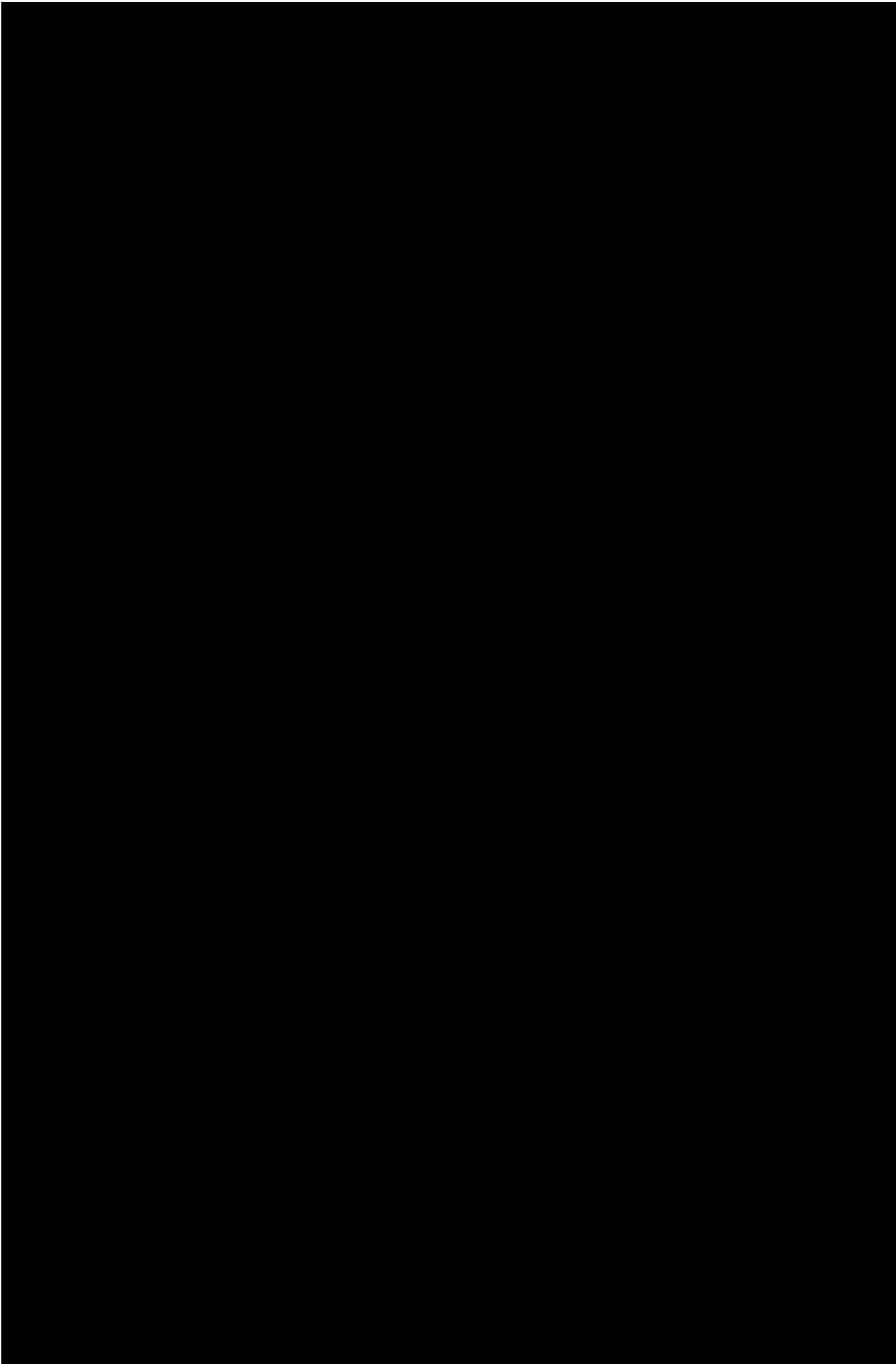


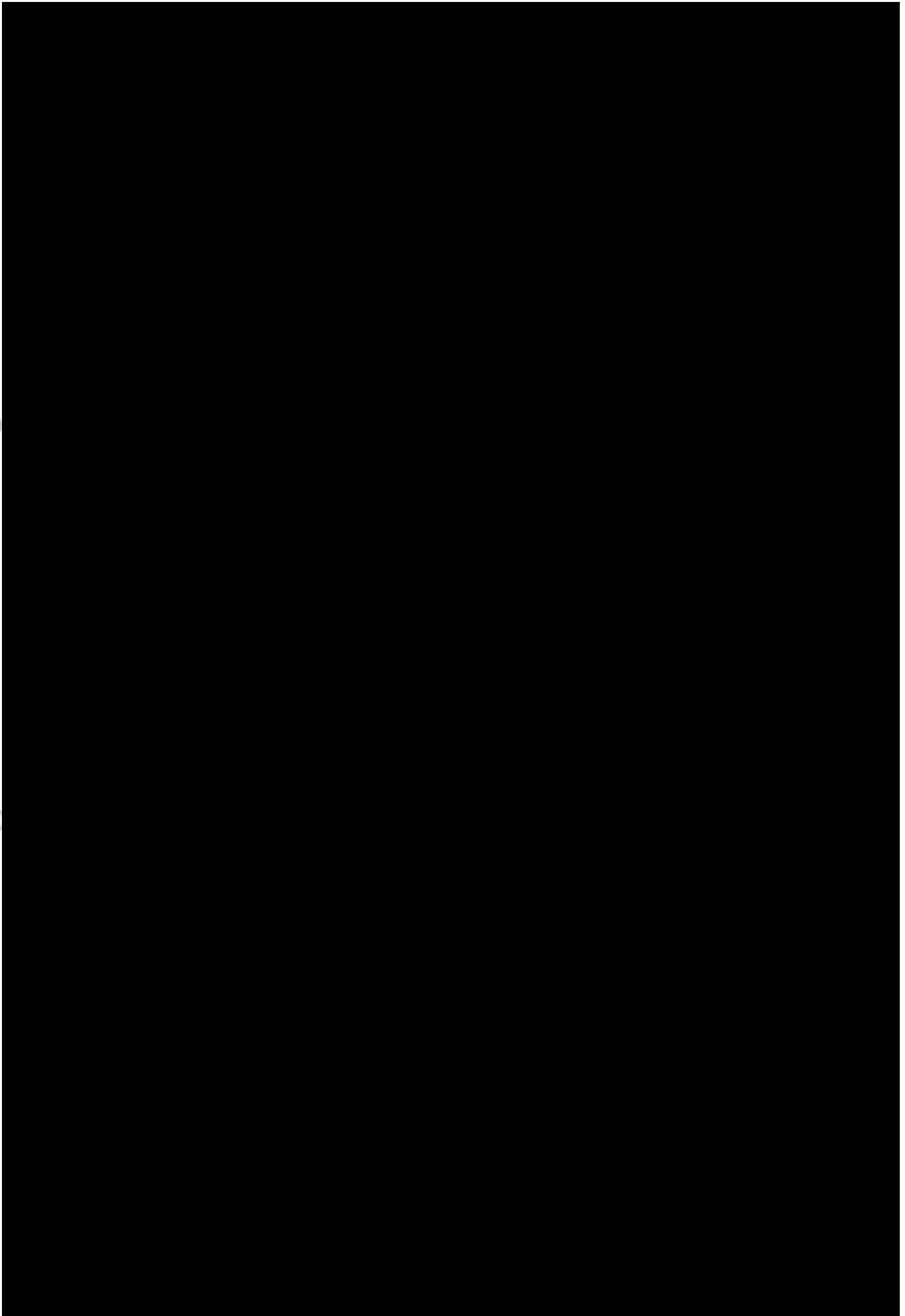


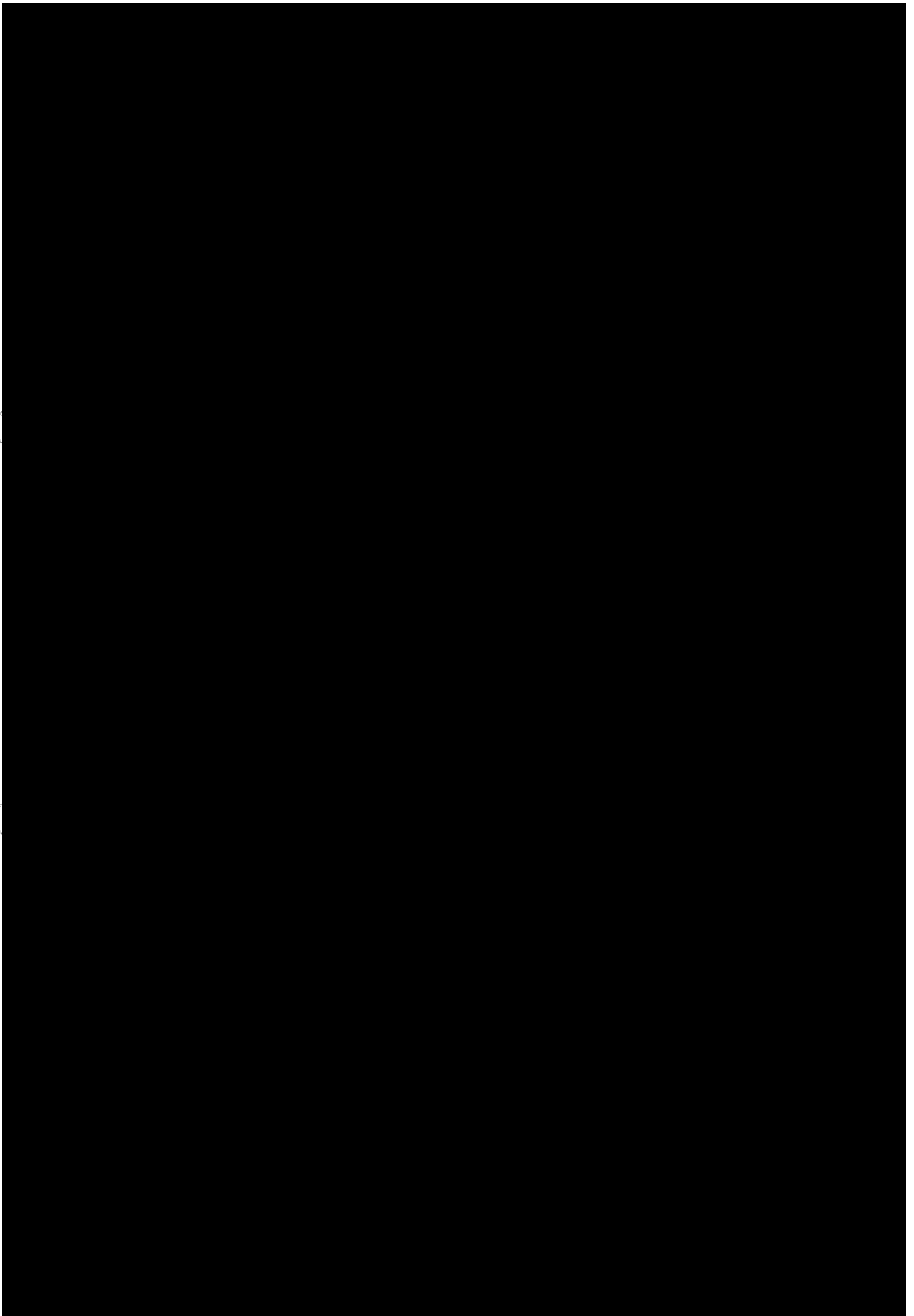


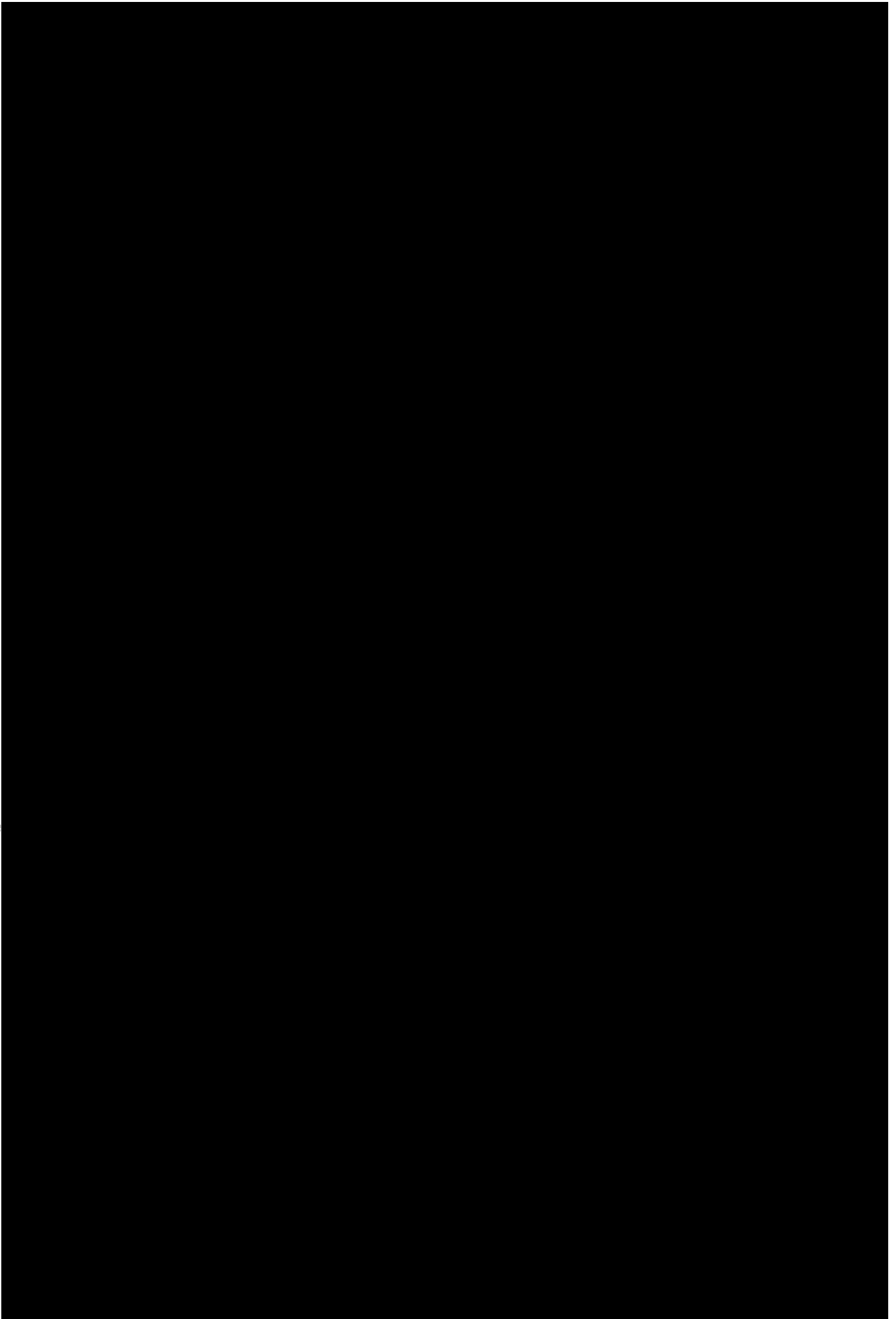


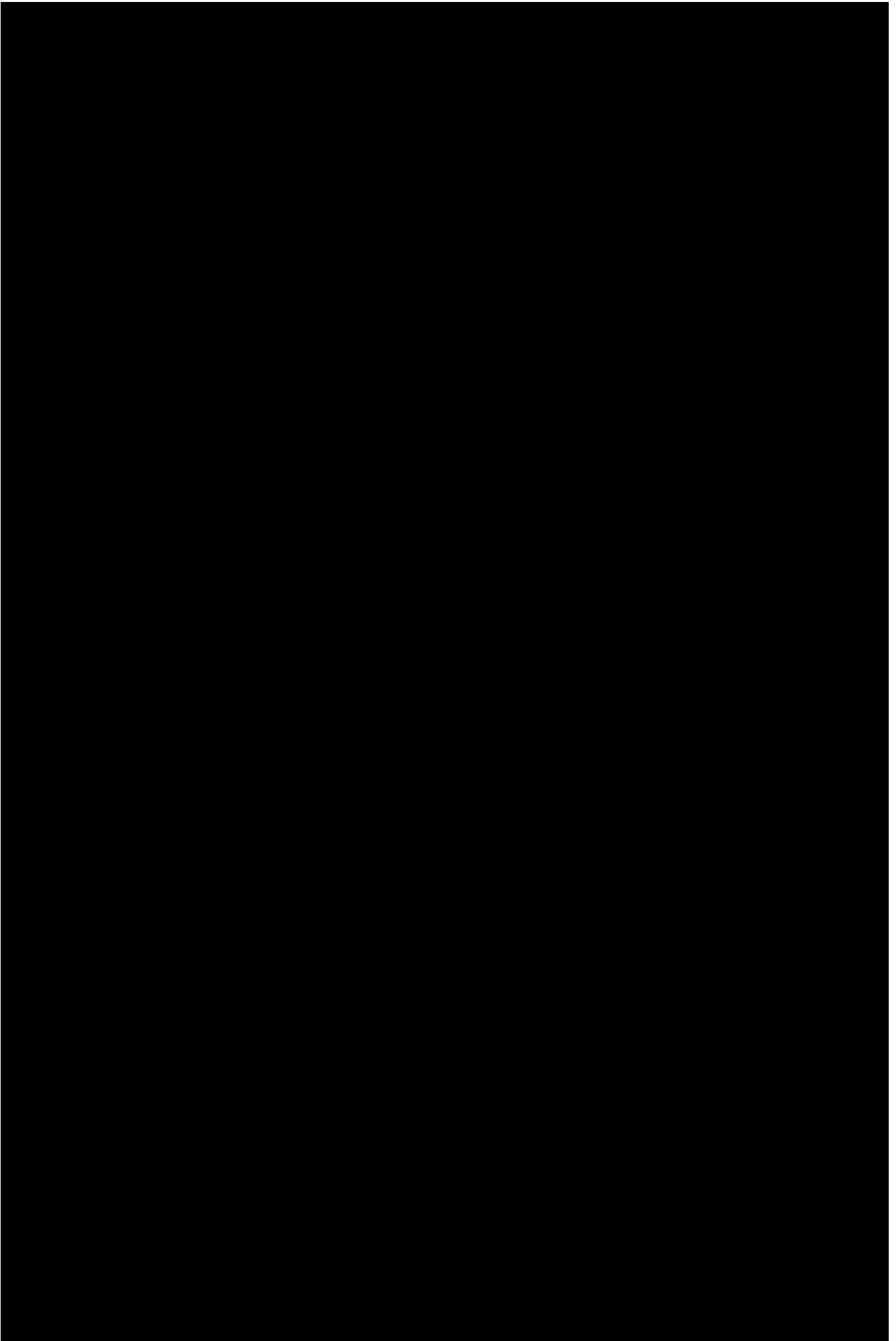


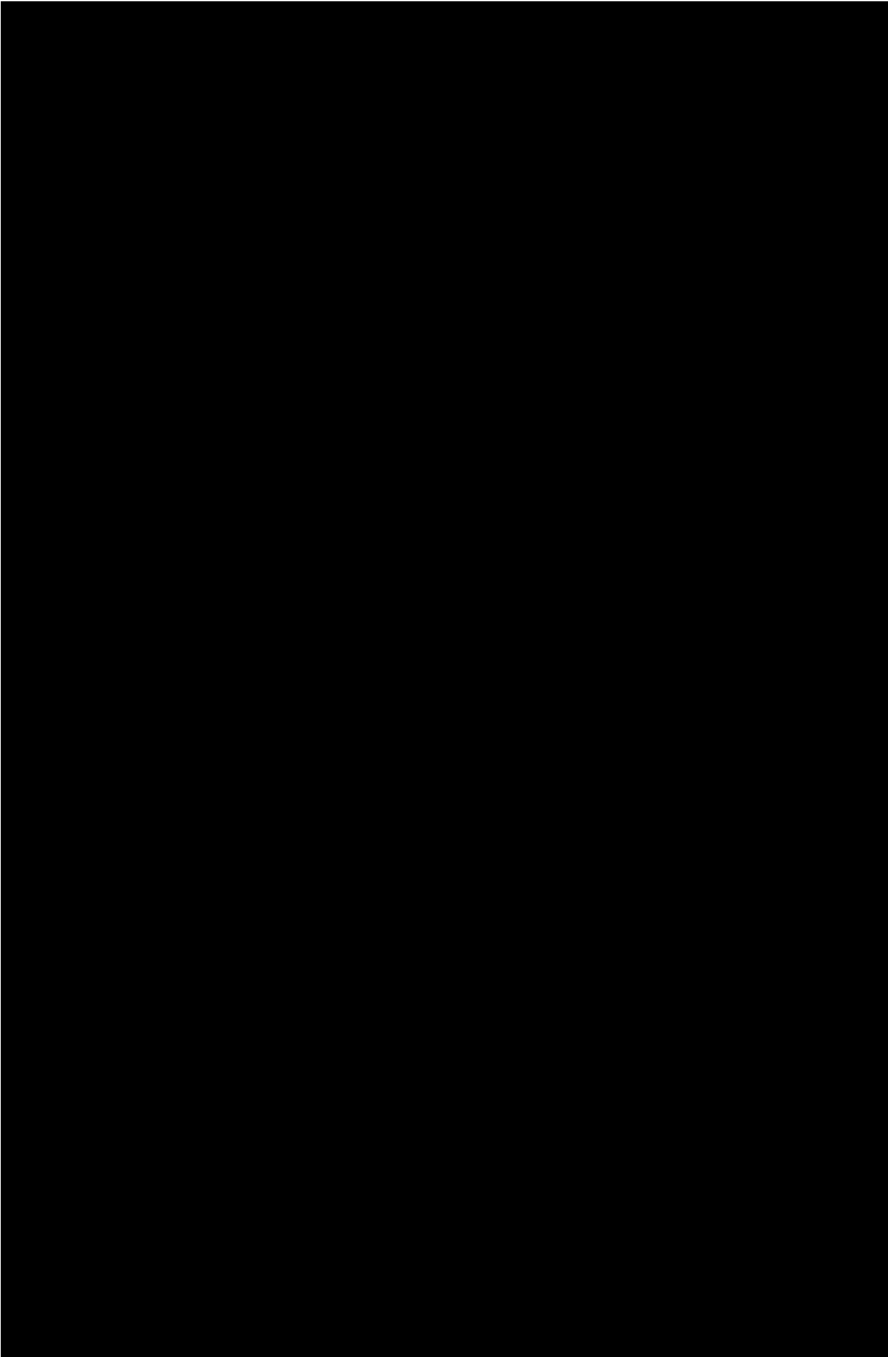


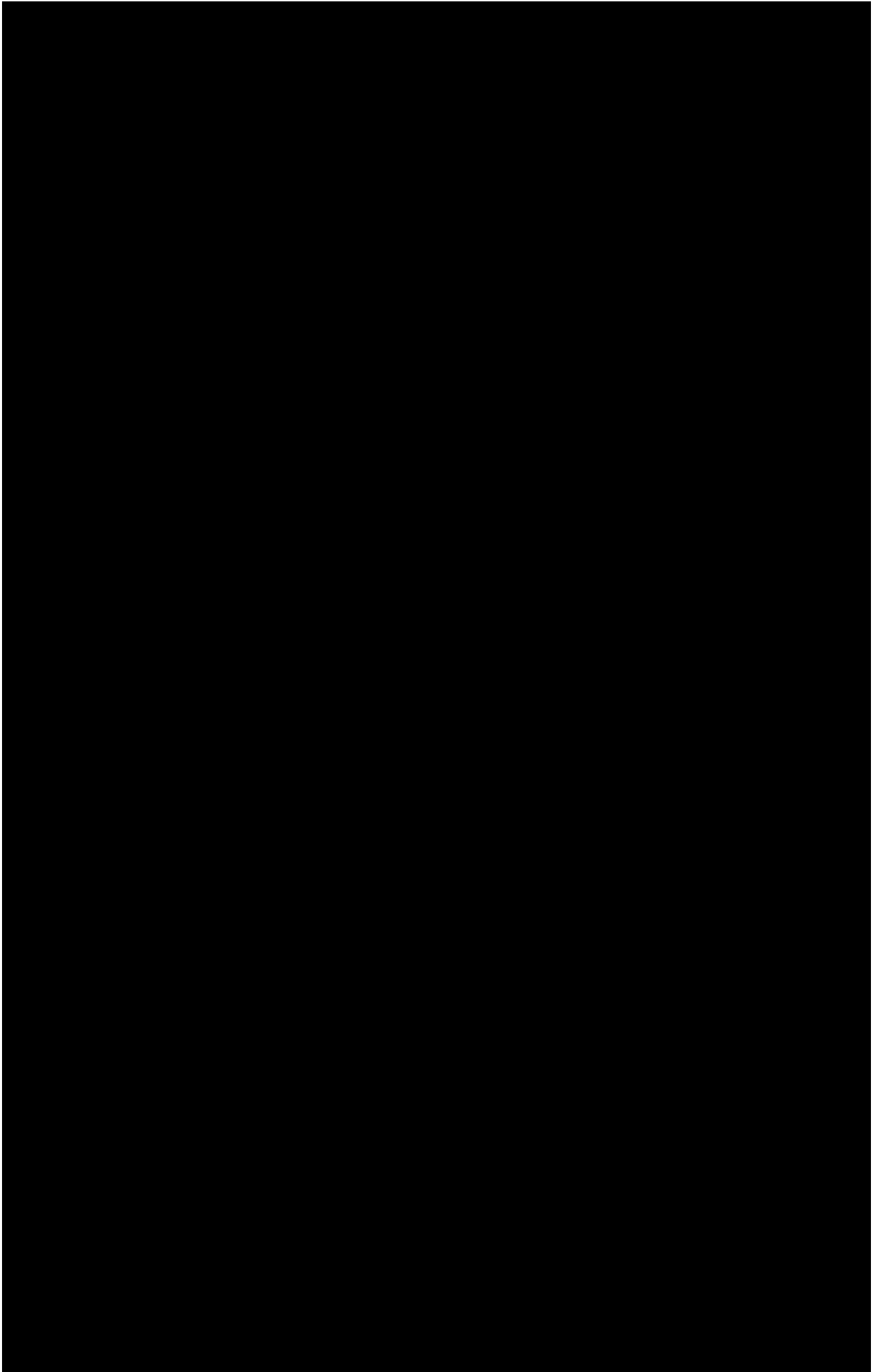


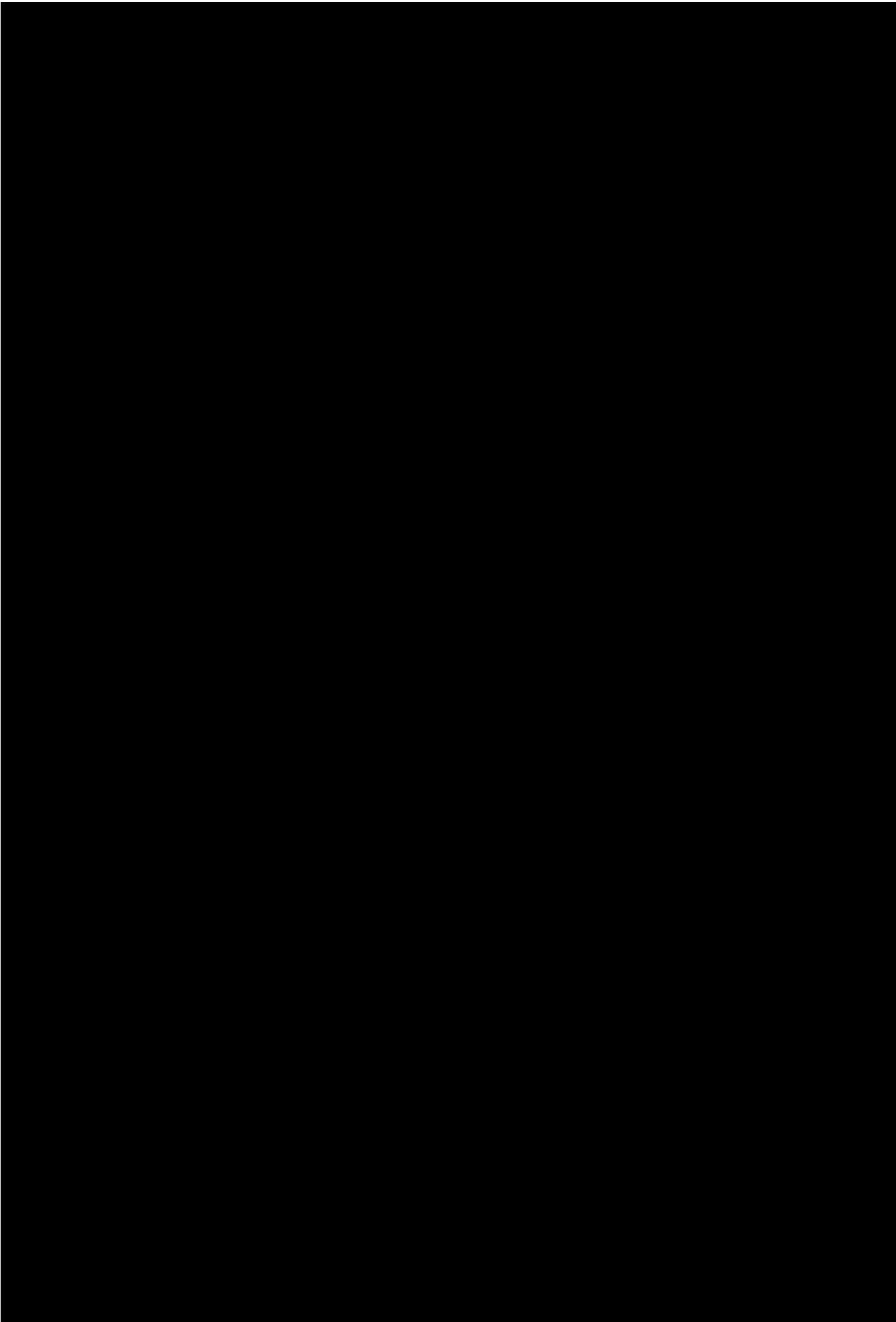


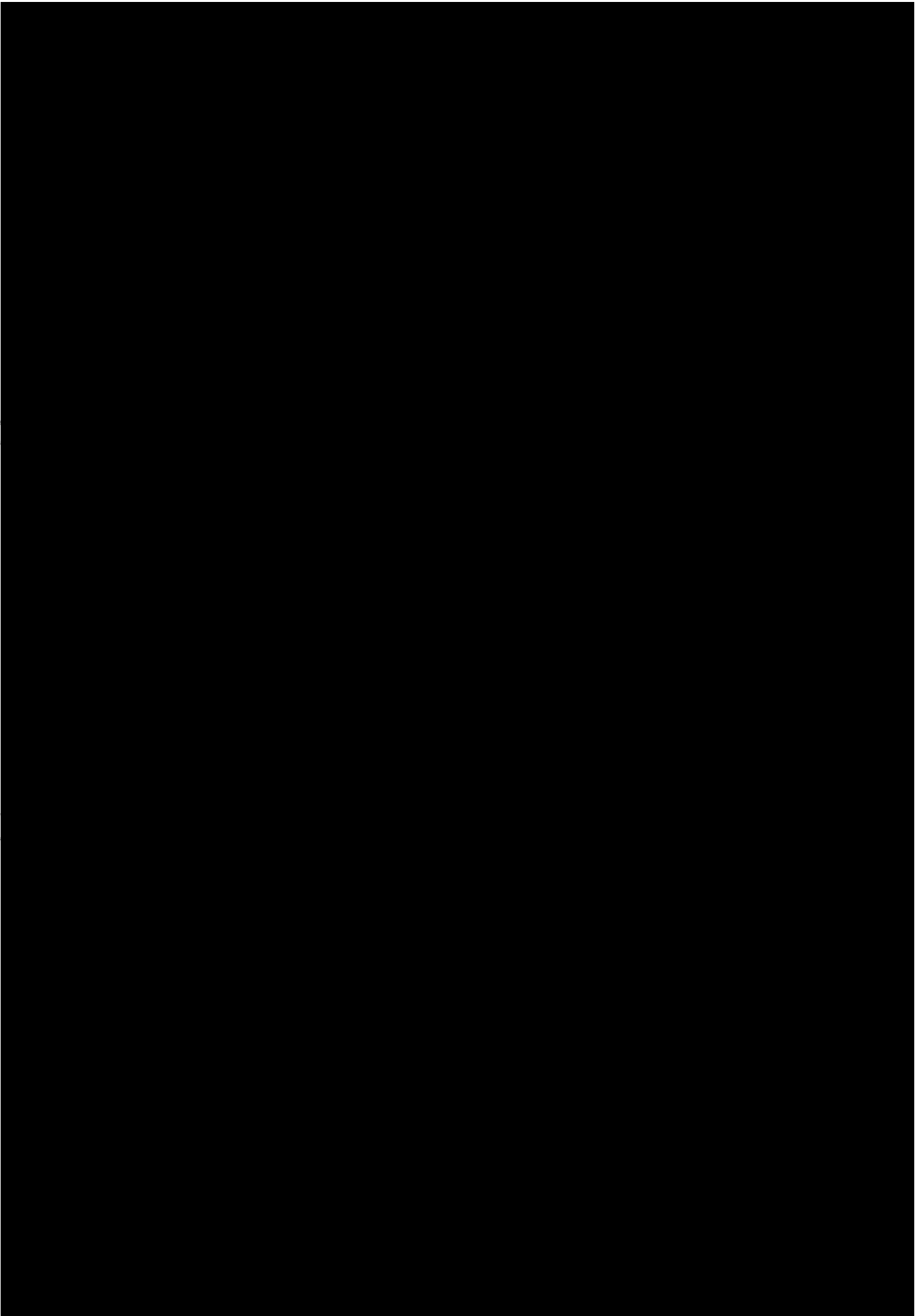




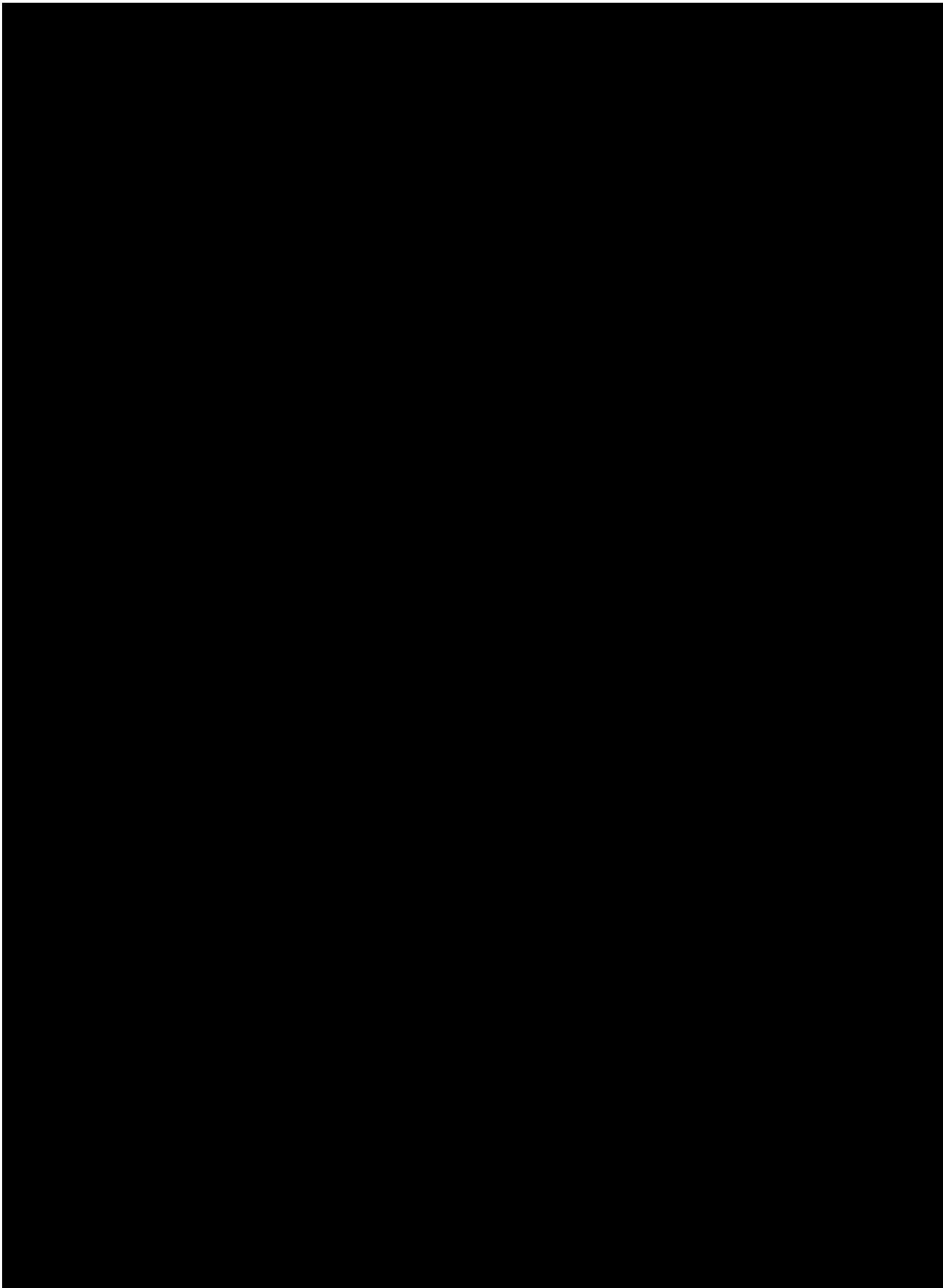


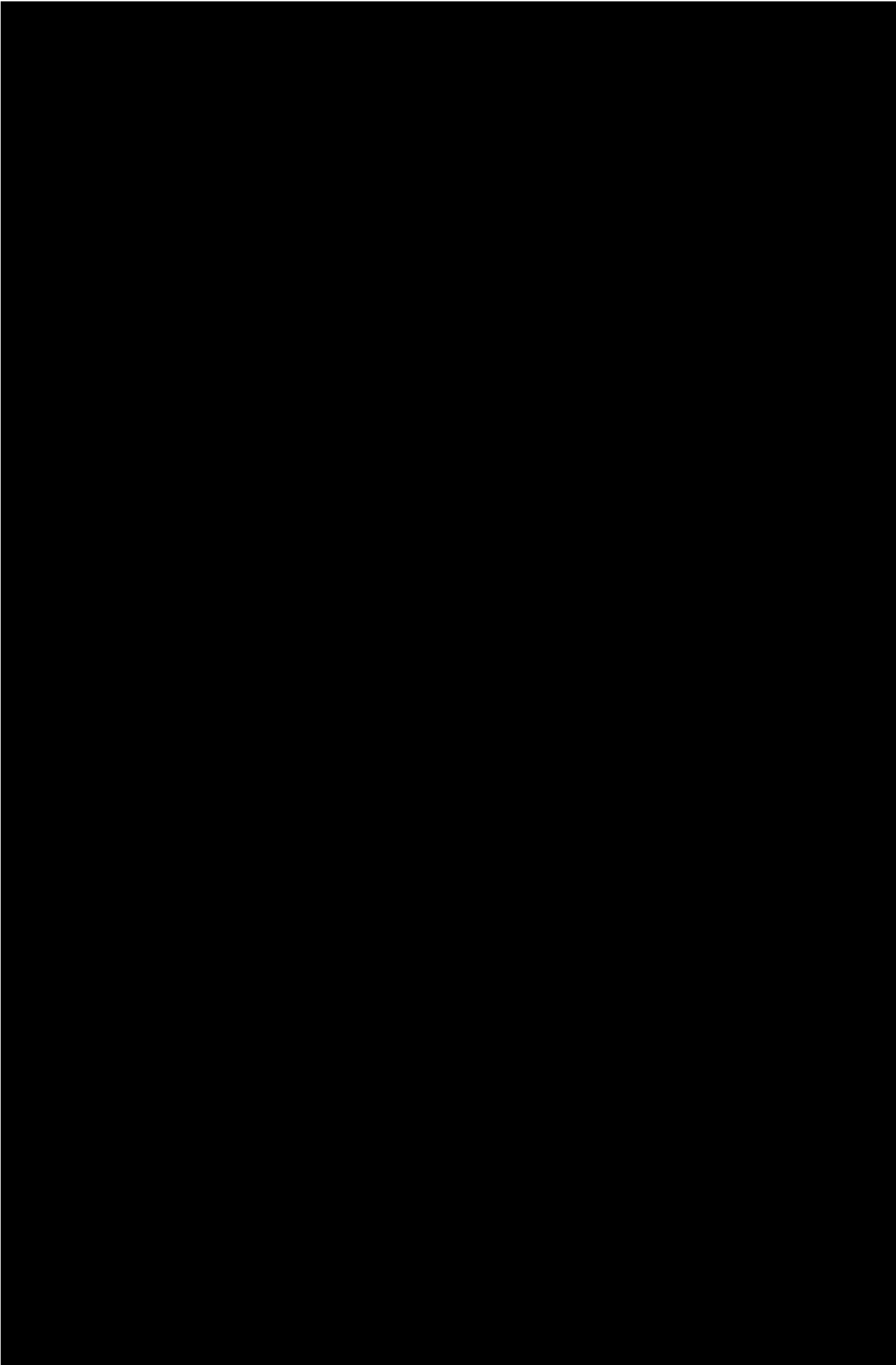


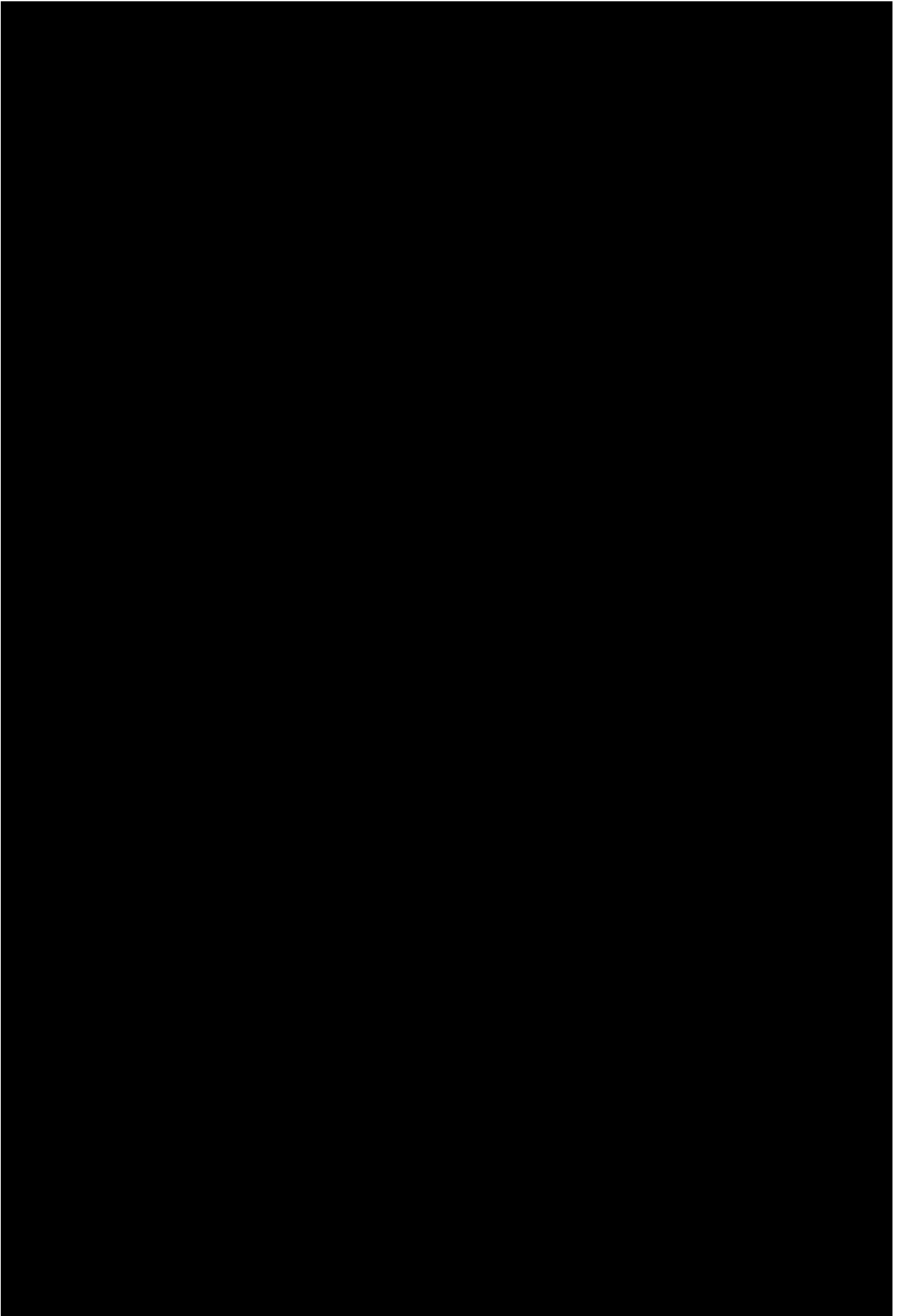


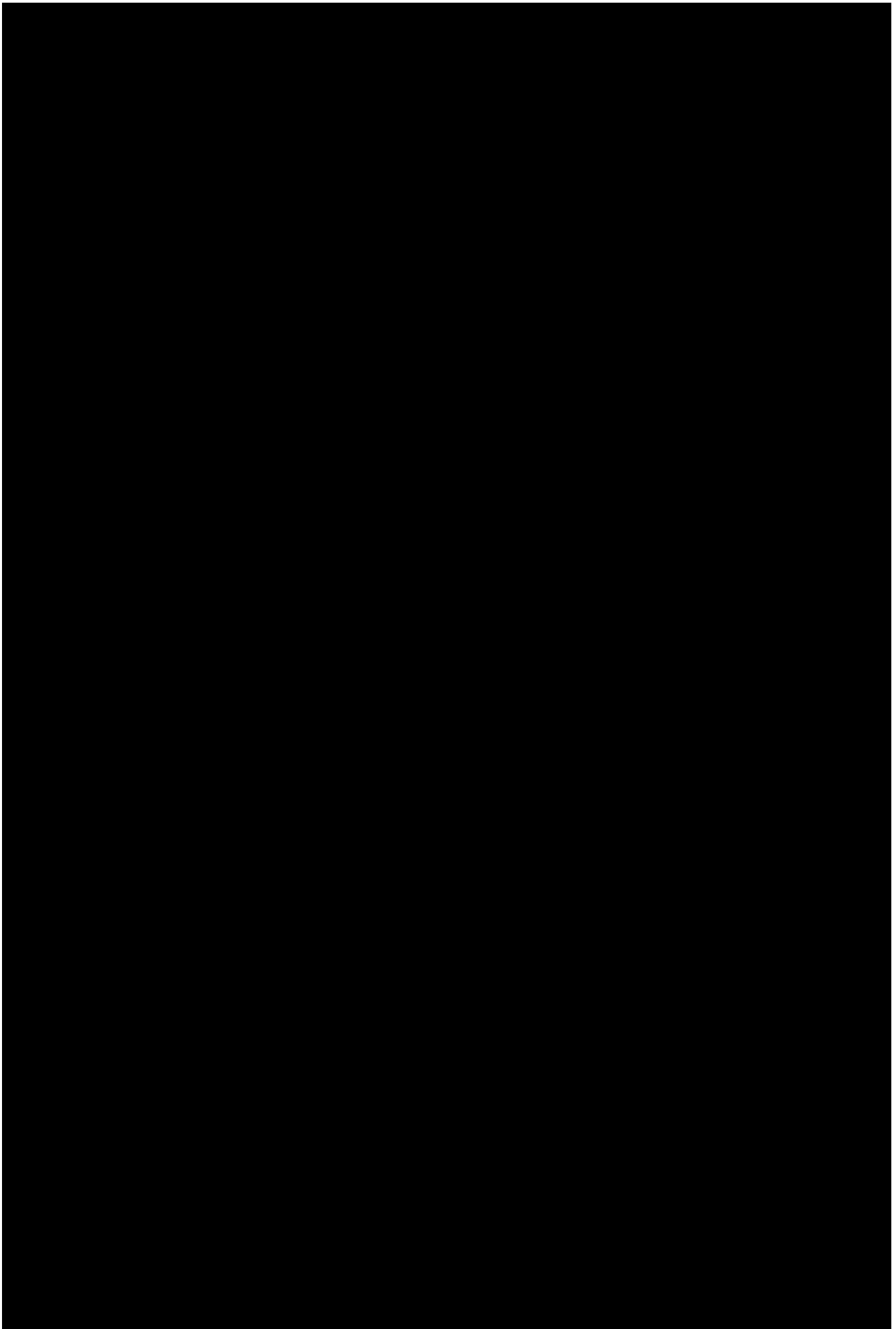


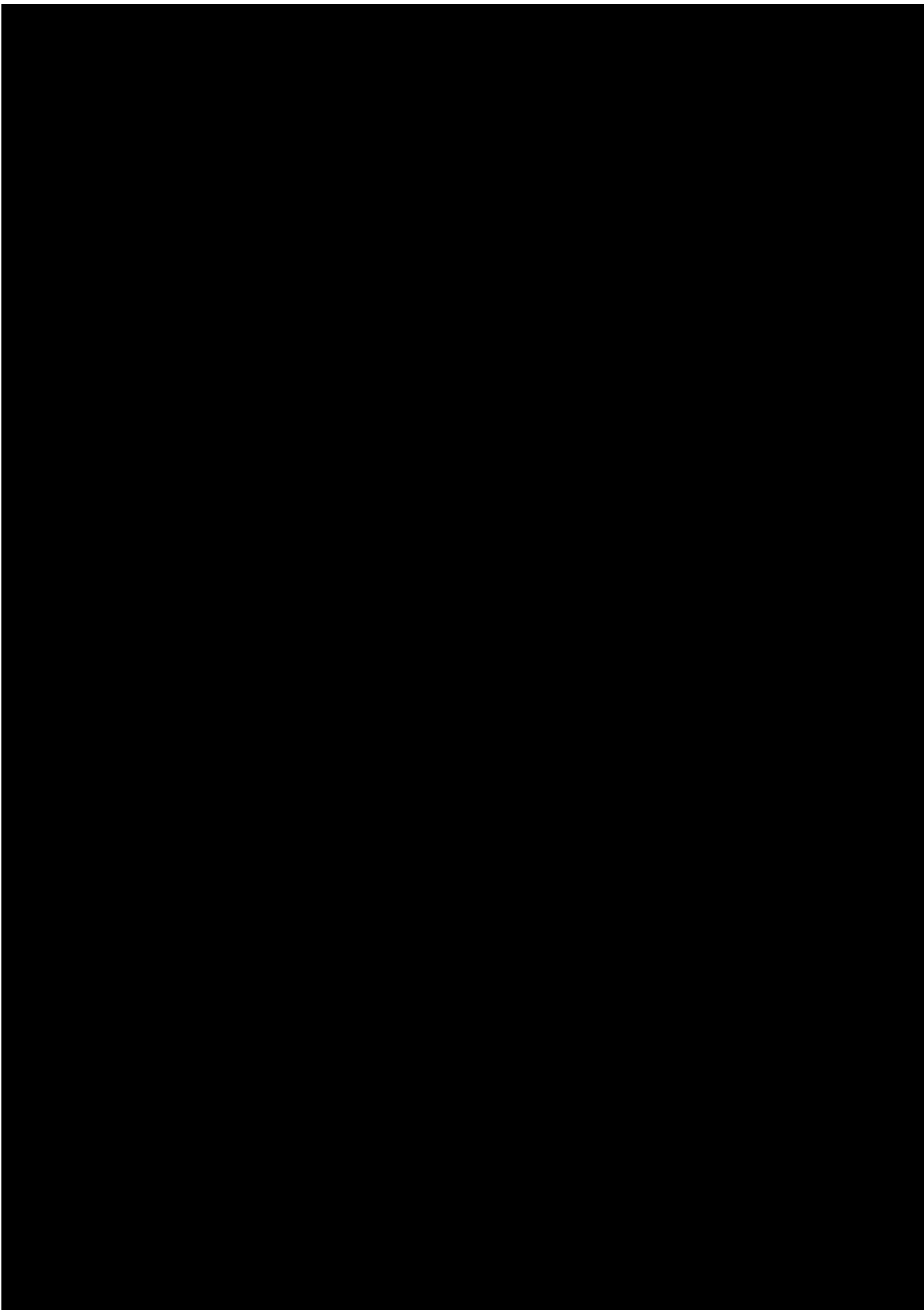
SCHEDULE E6



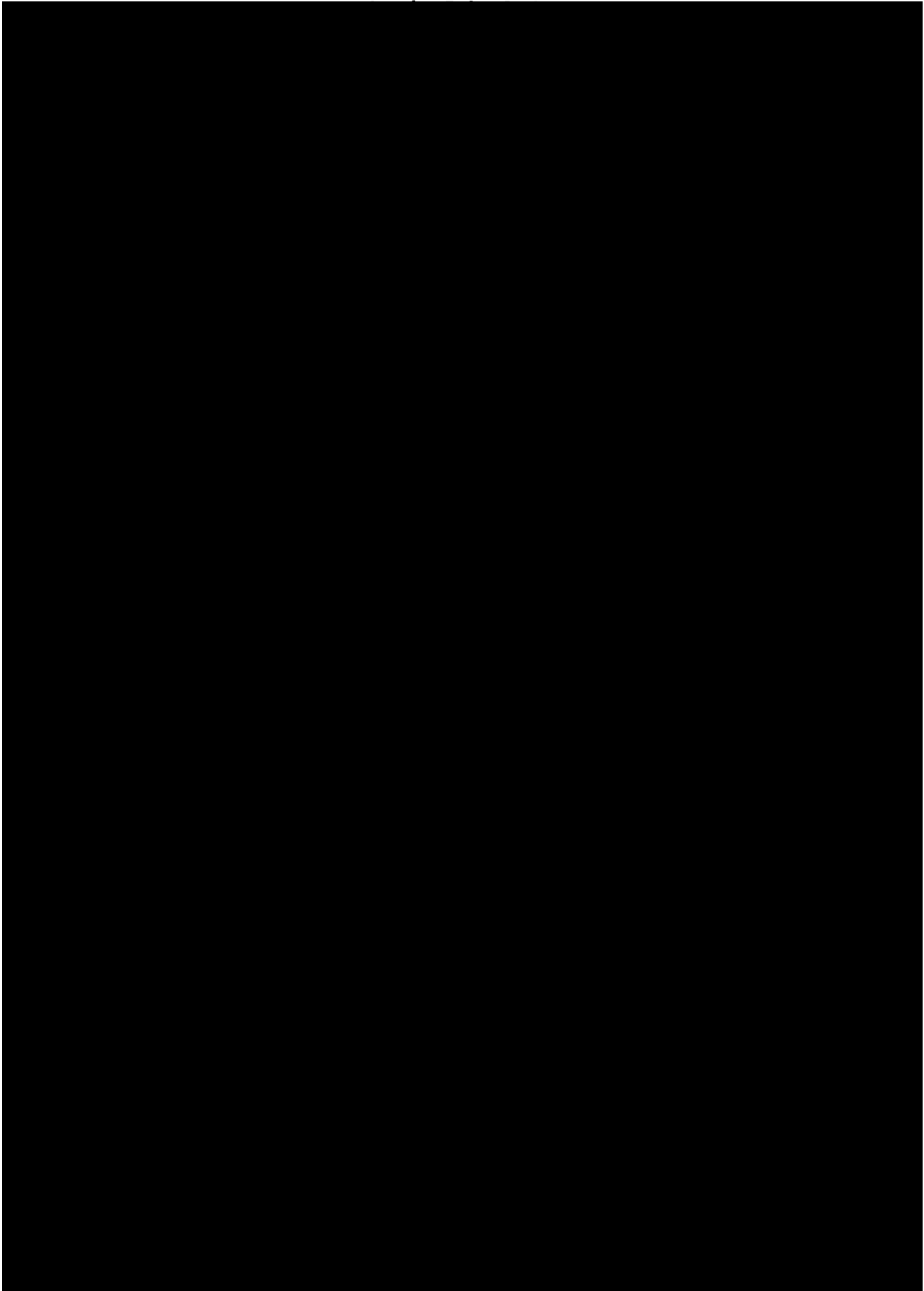


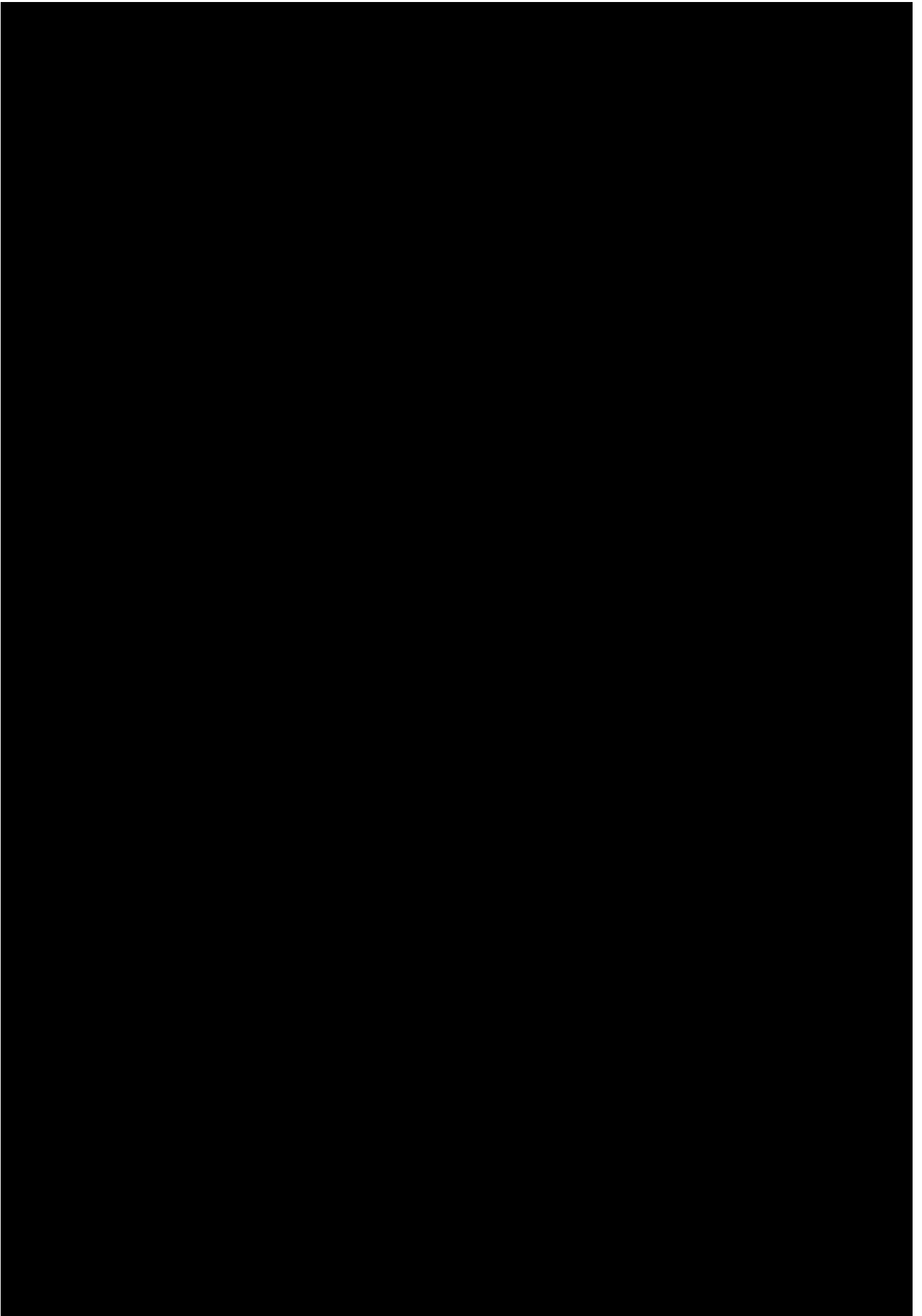


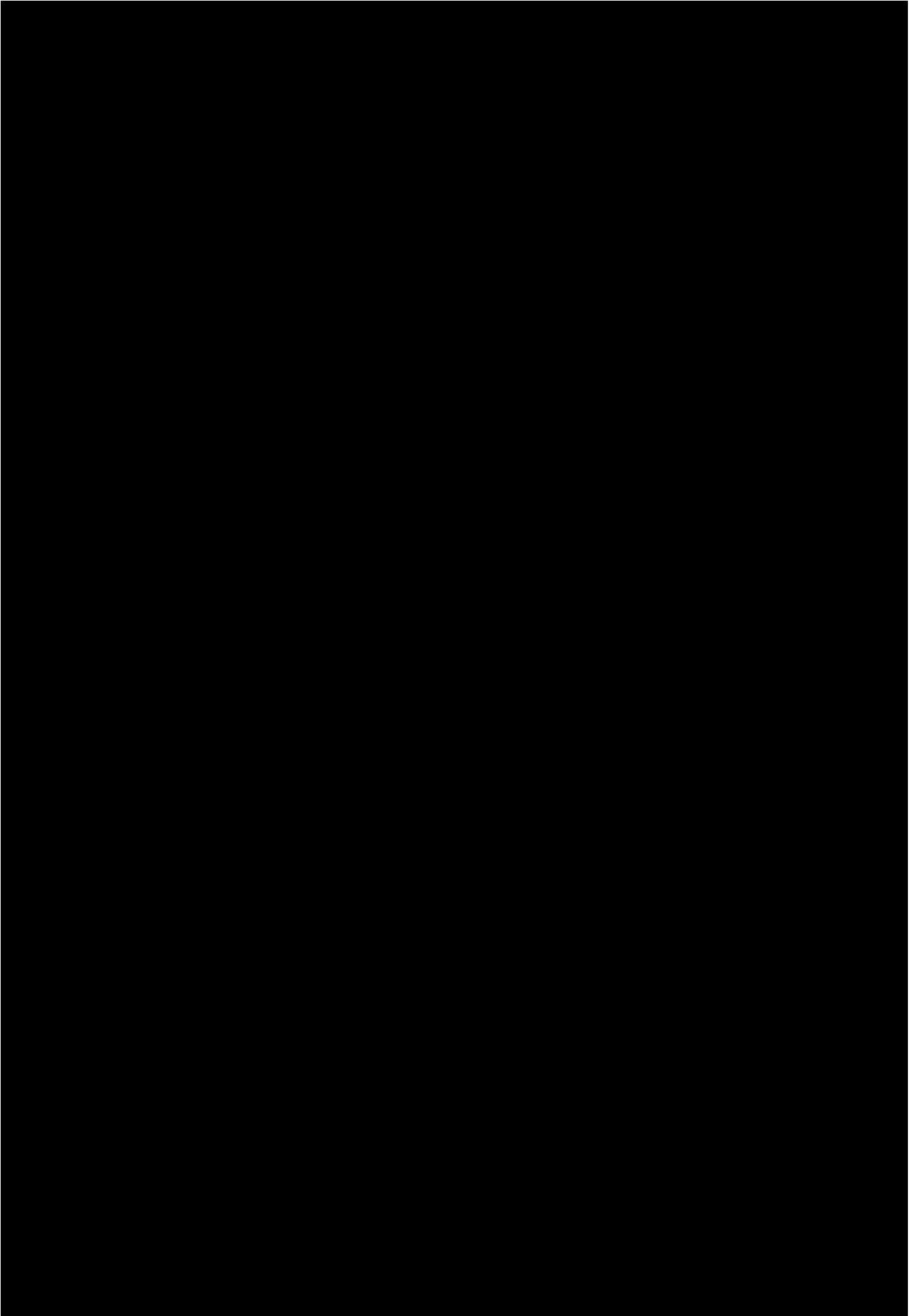


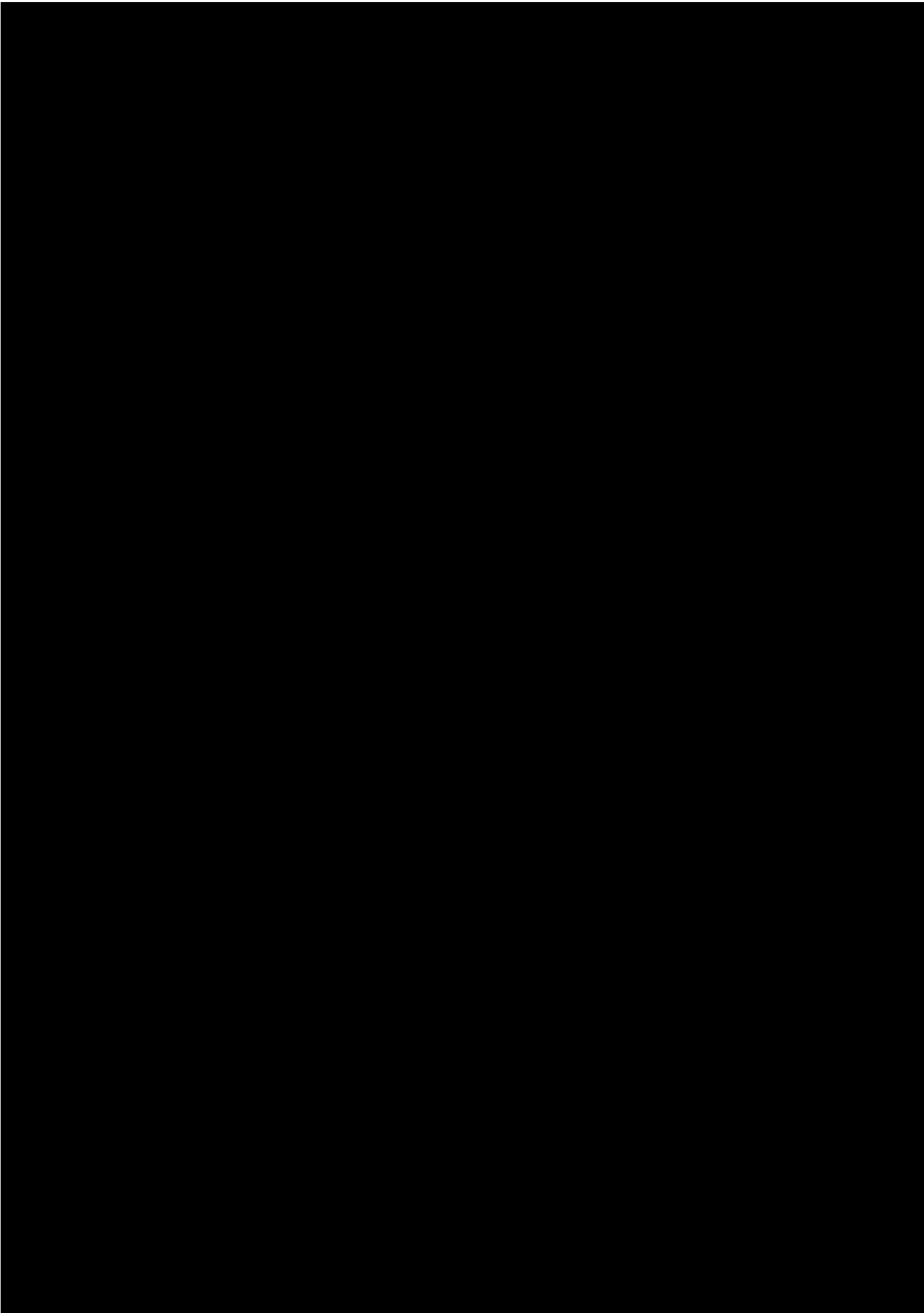


SCHEDULE E7

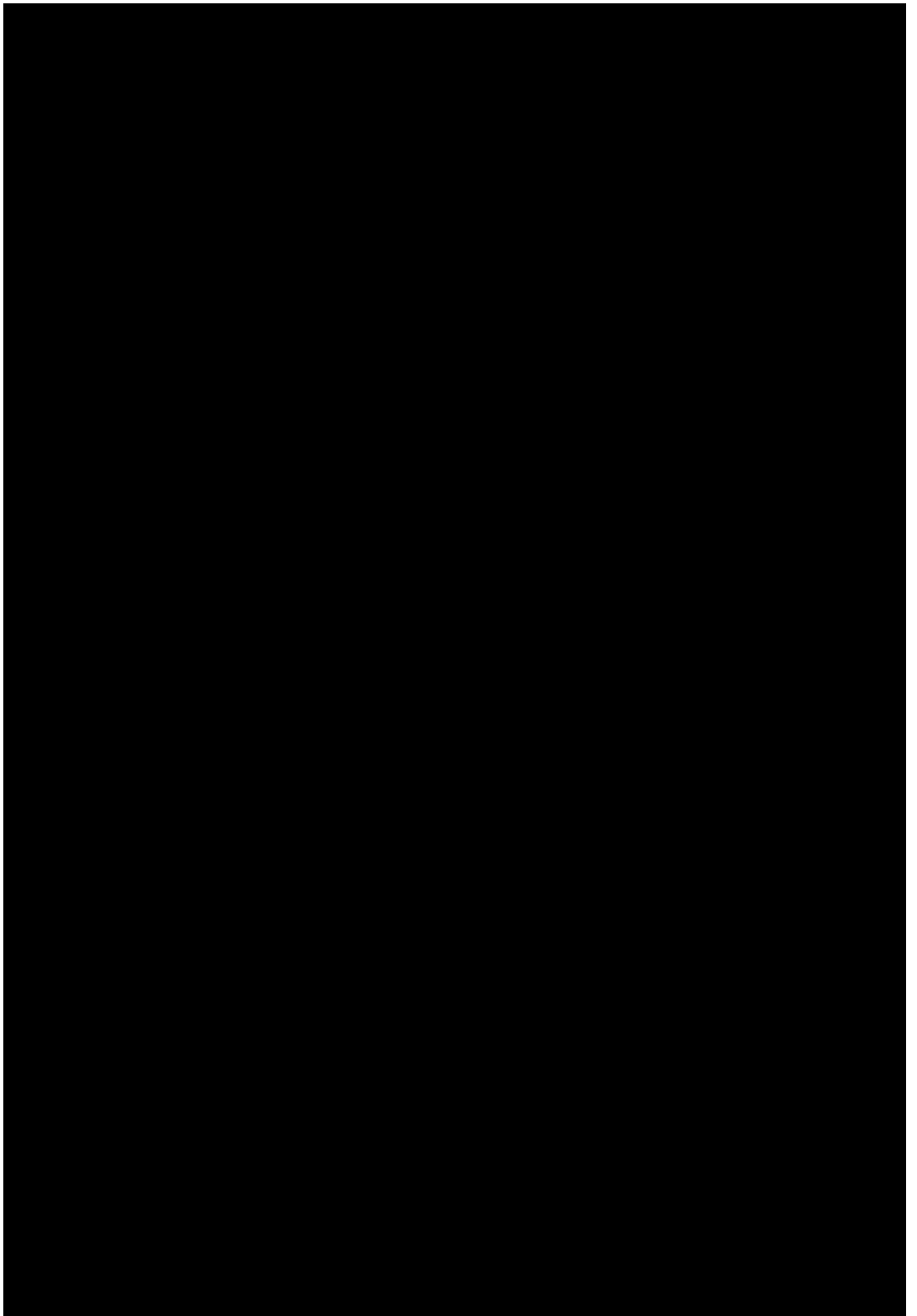


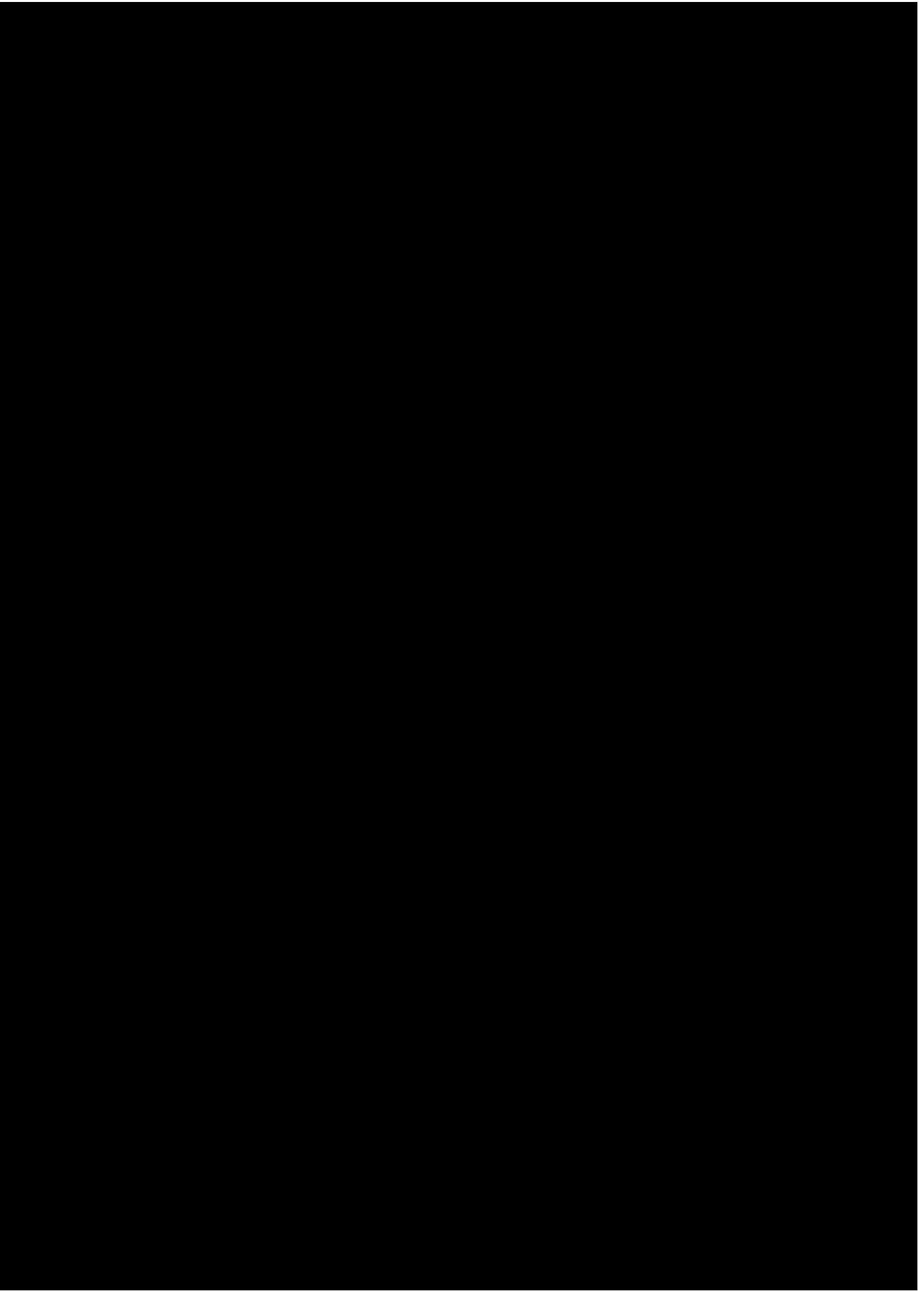


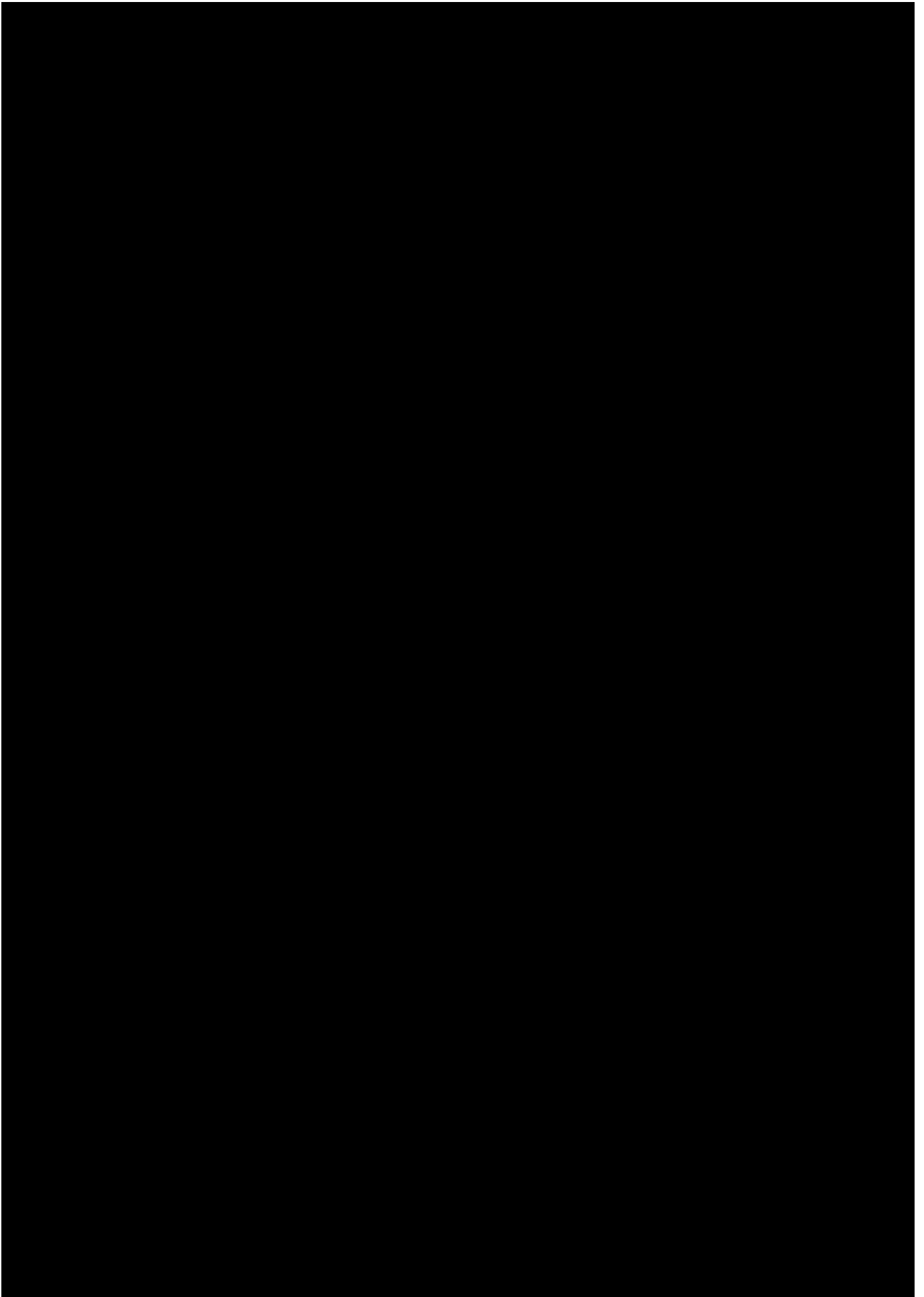


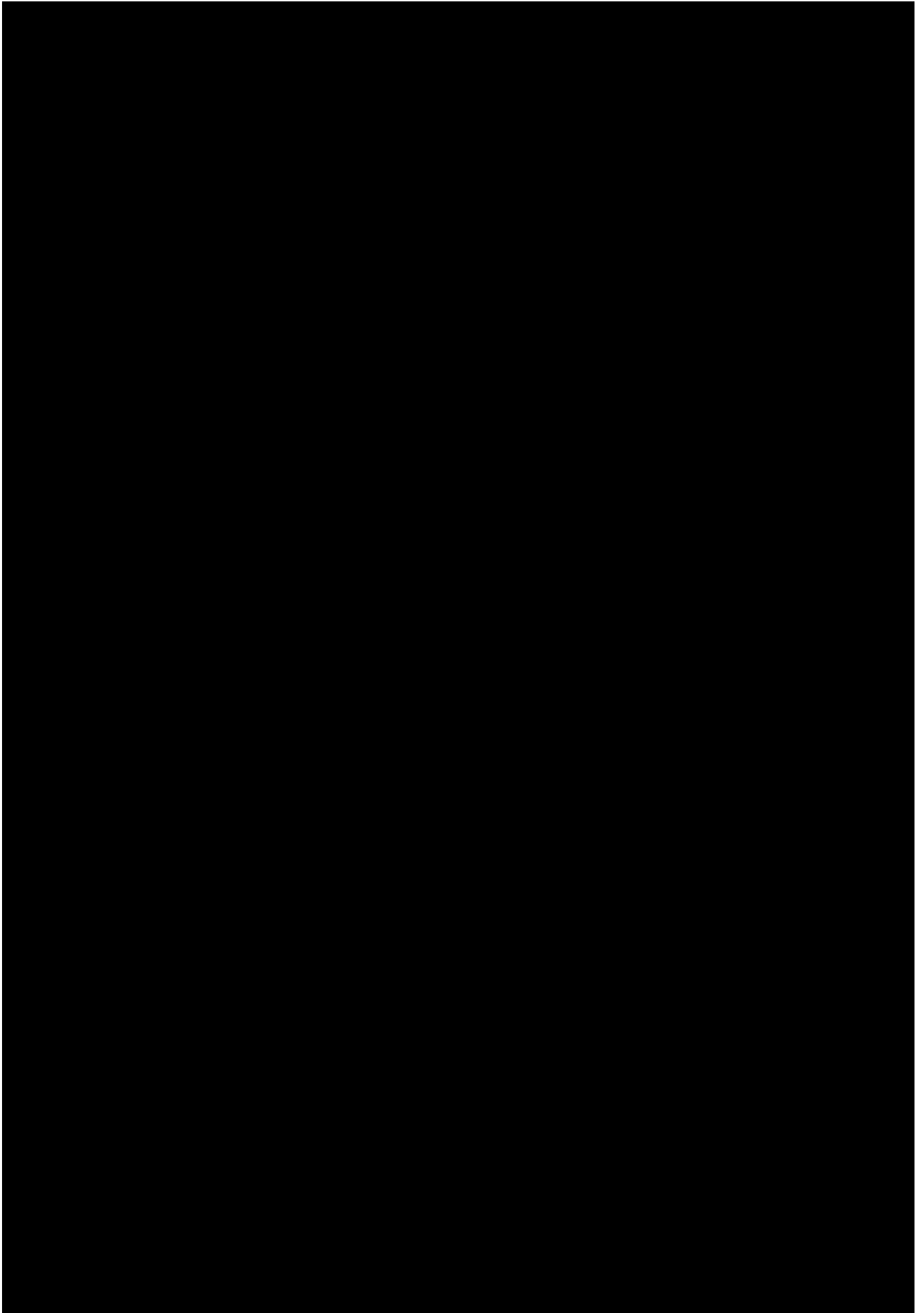


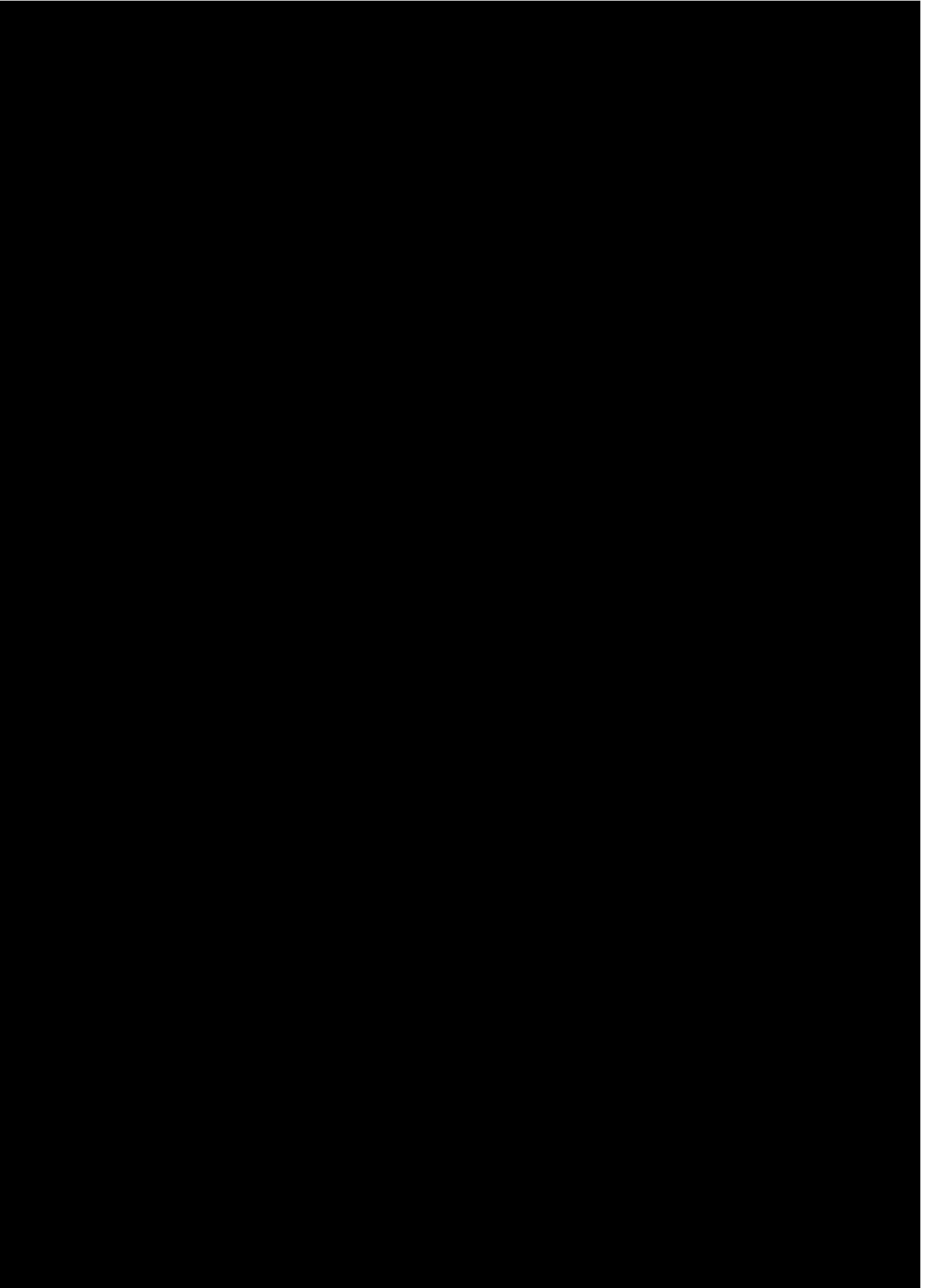


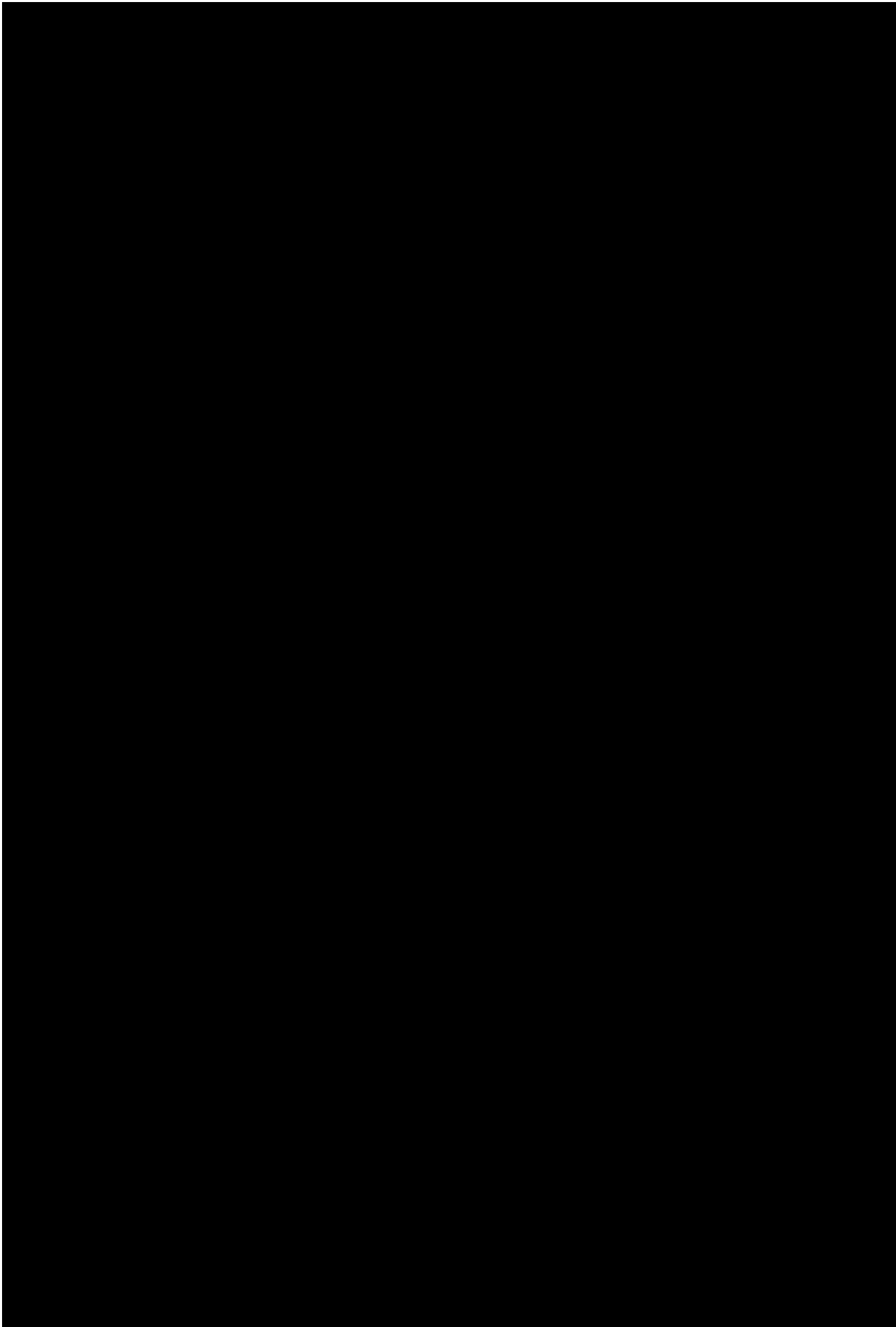


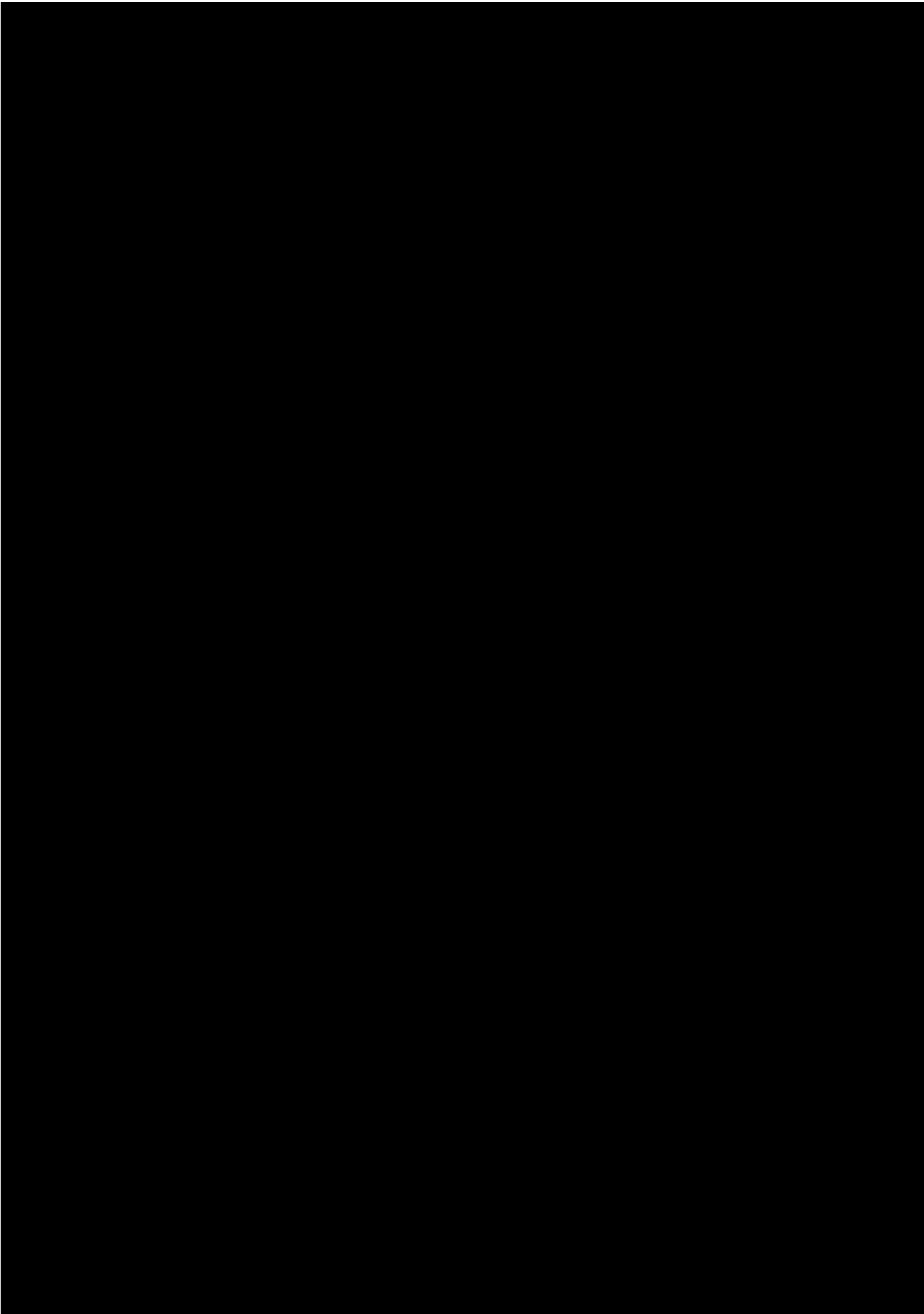


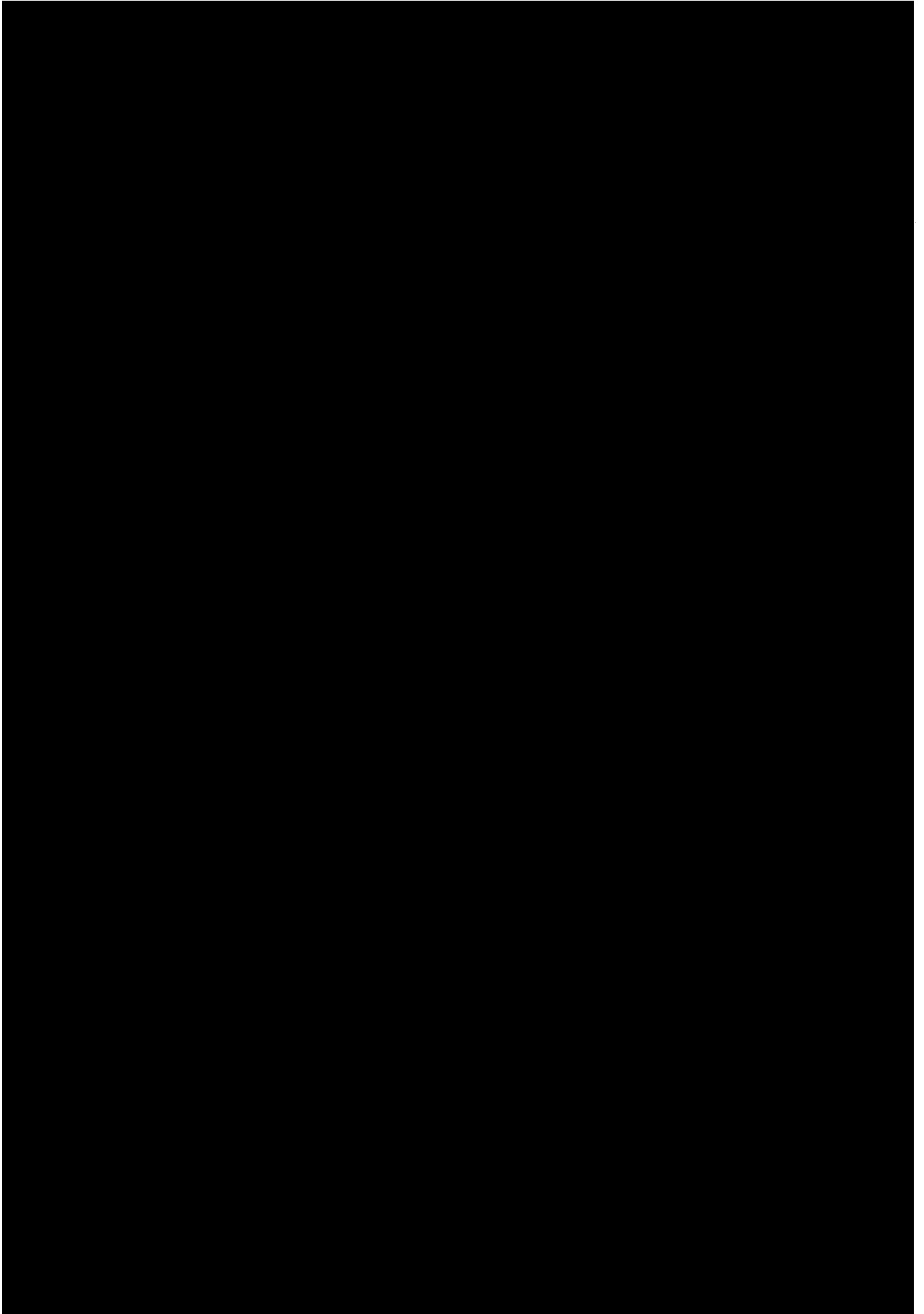




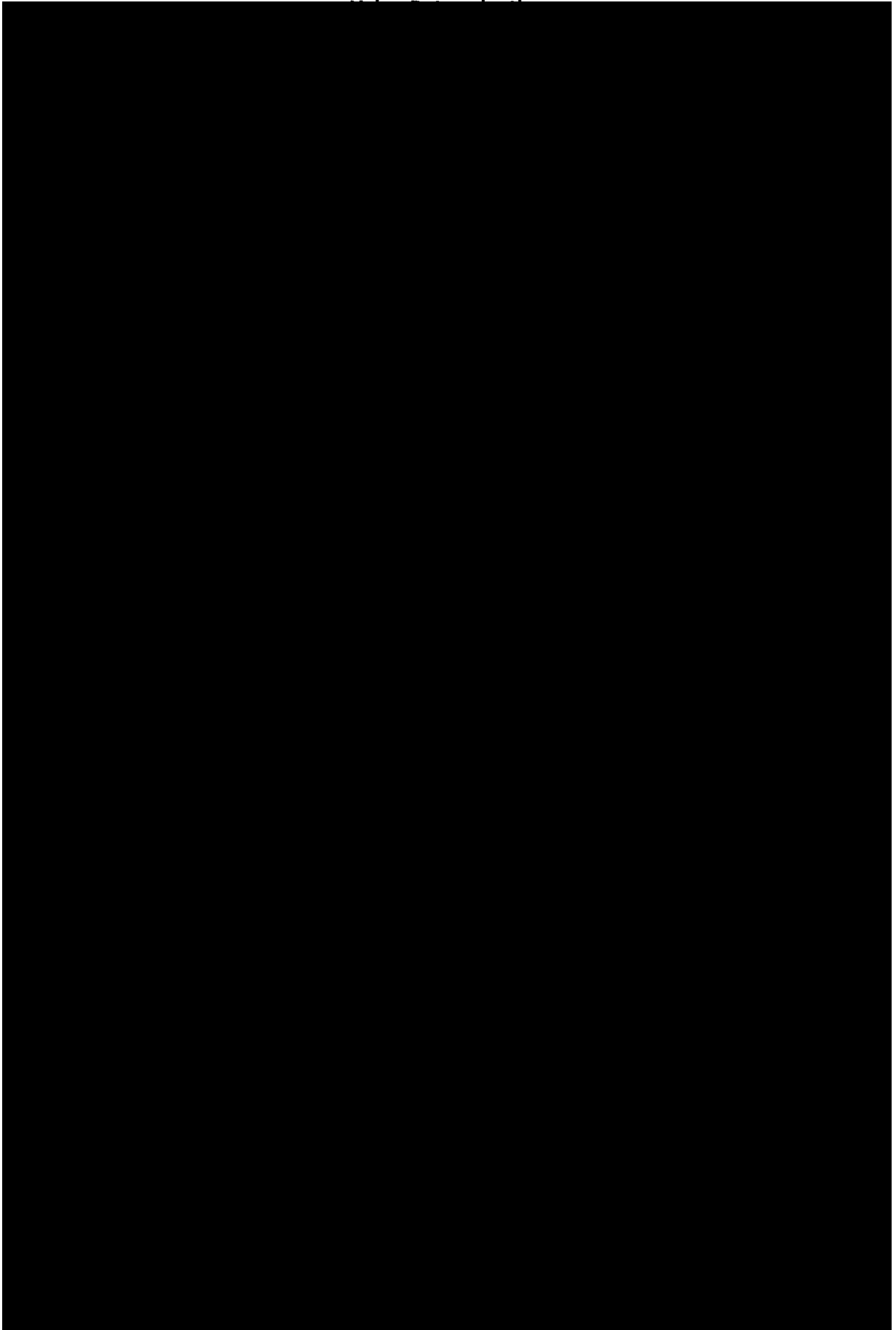


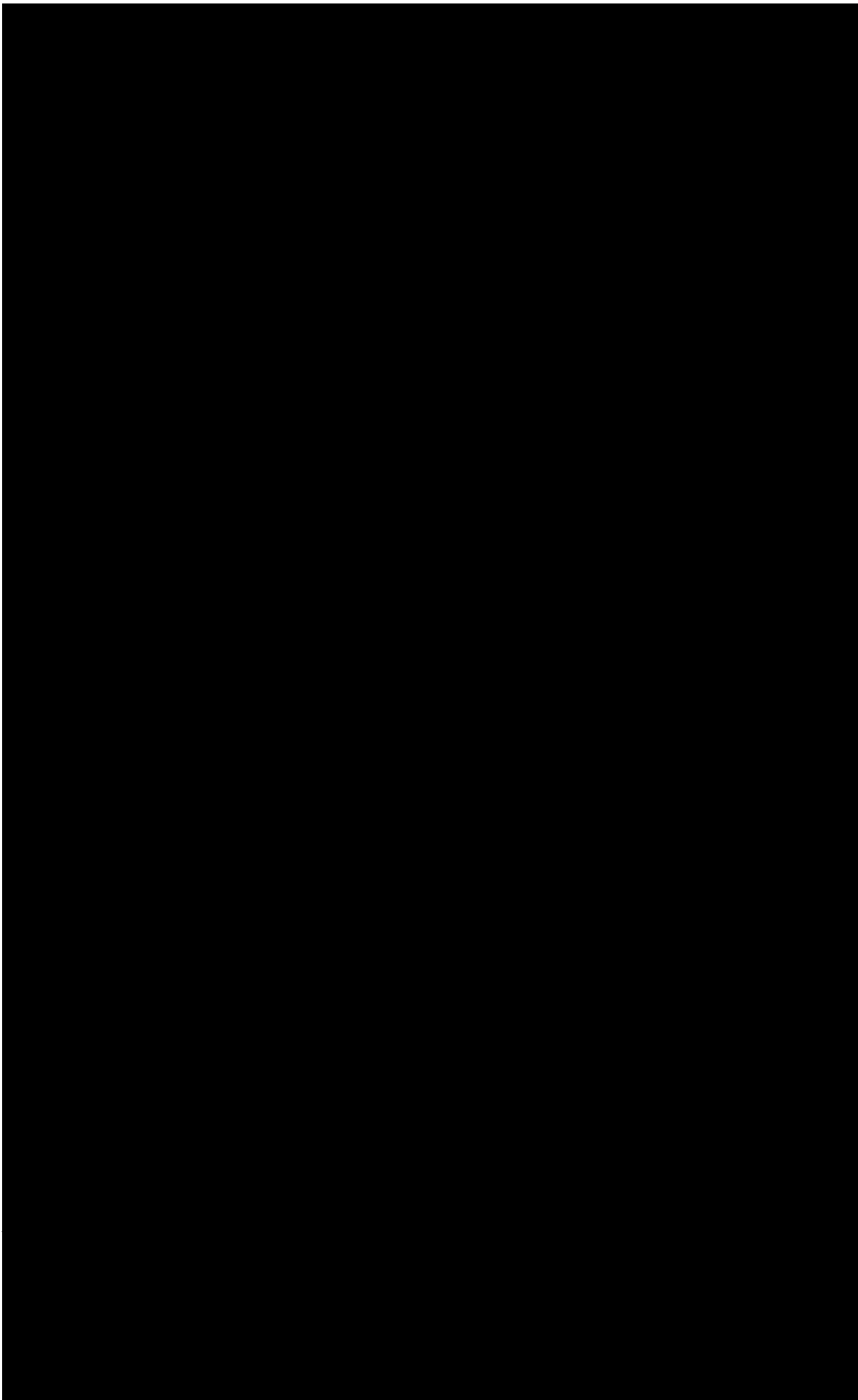


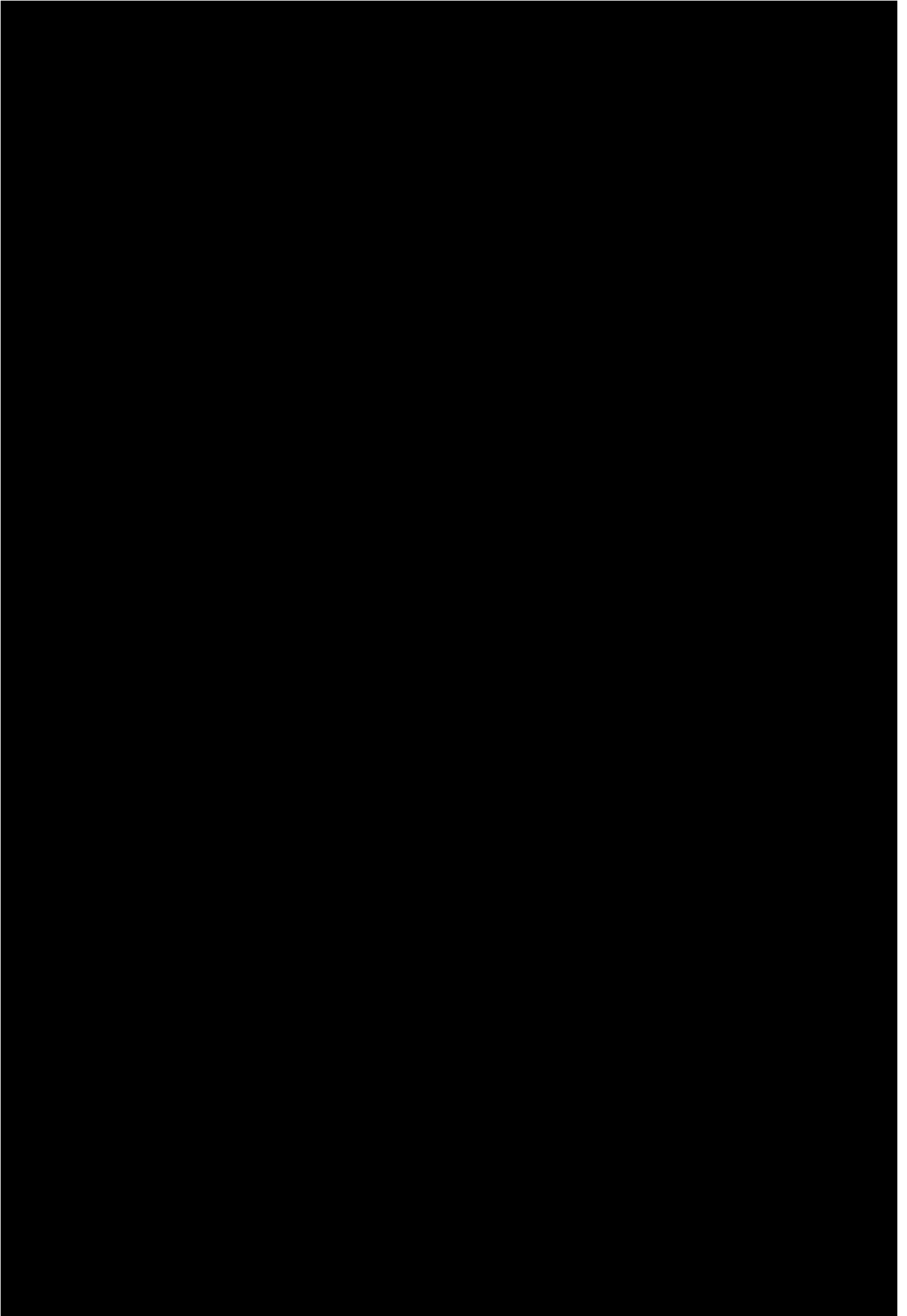


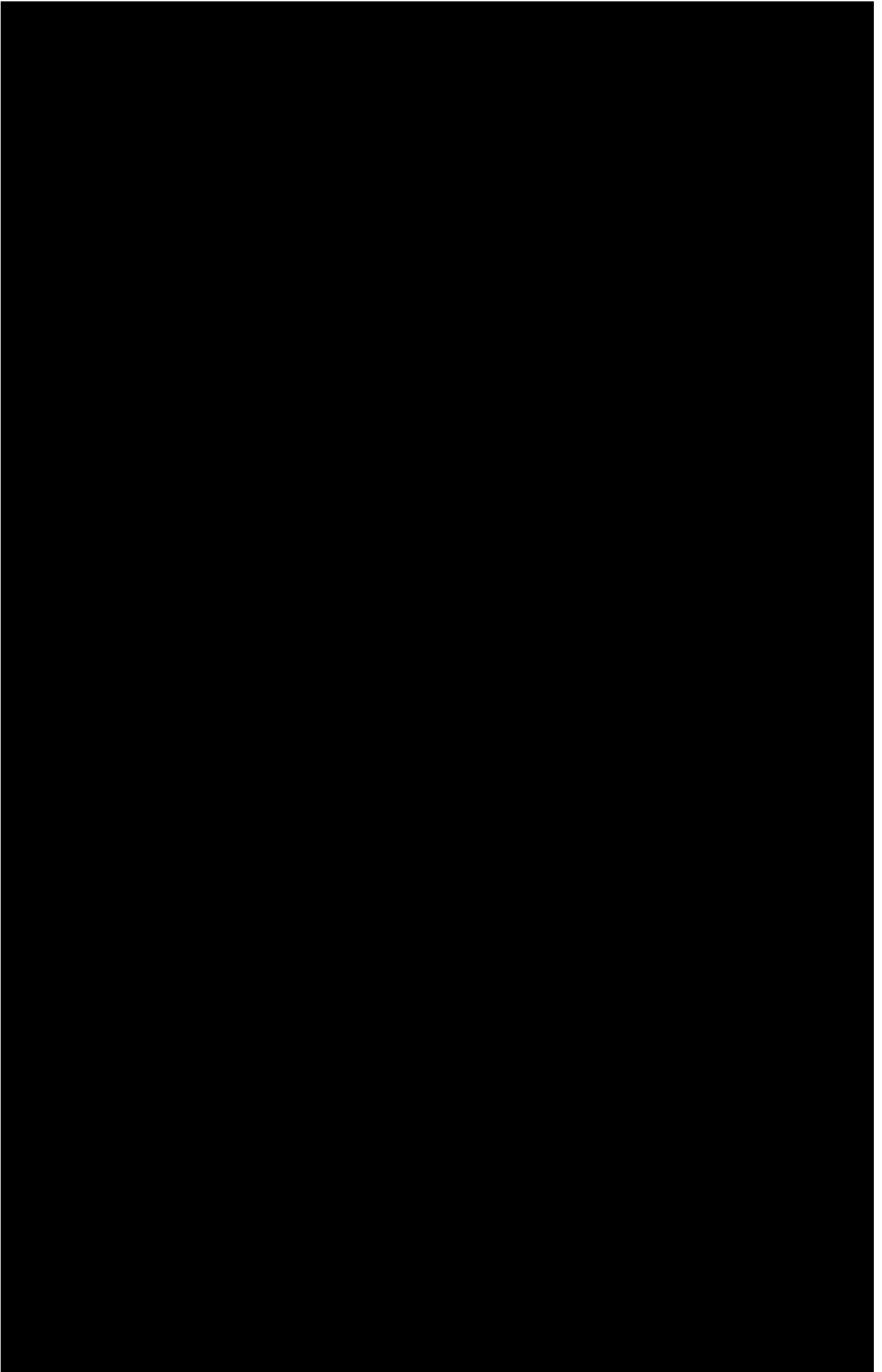


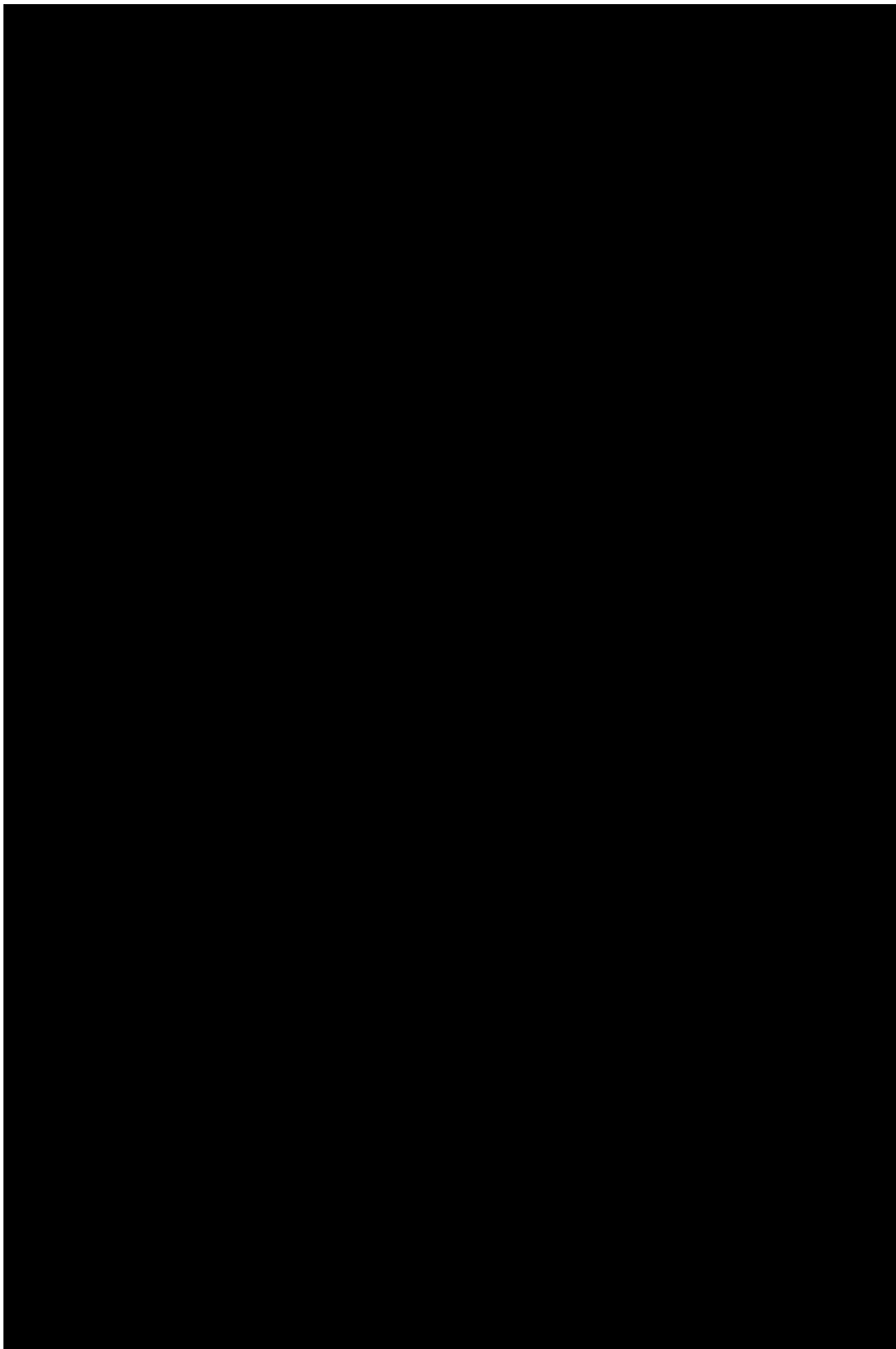
SCHEDULE E8

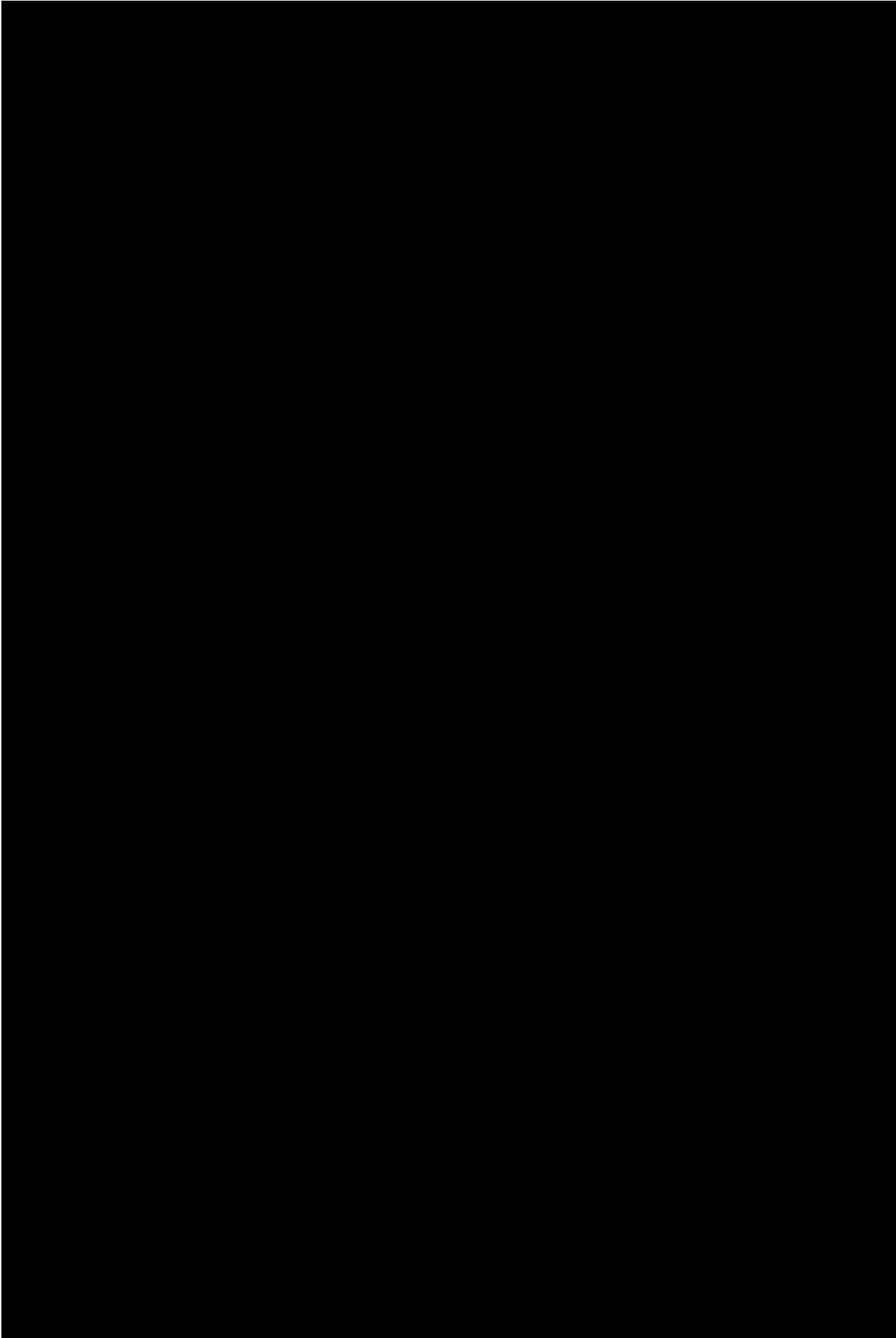


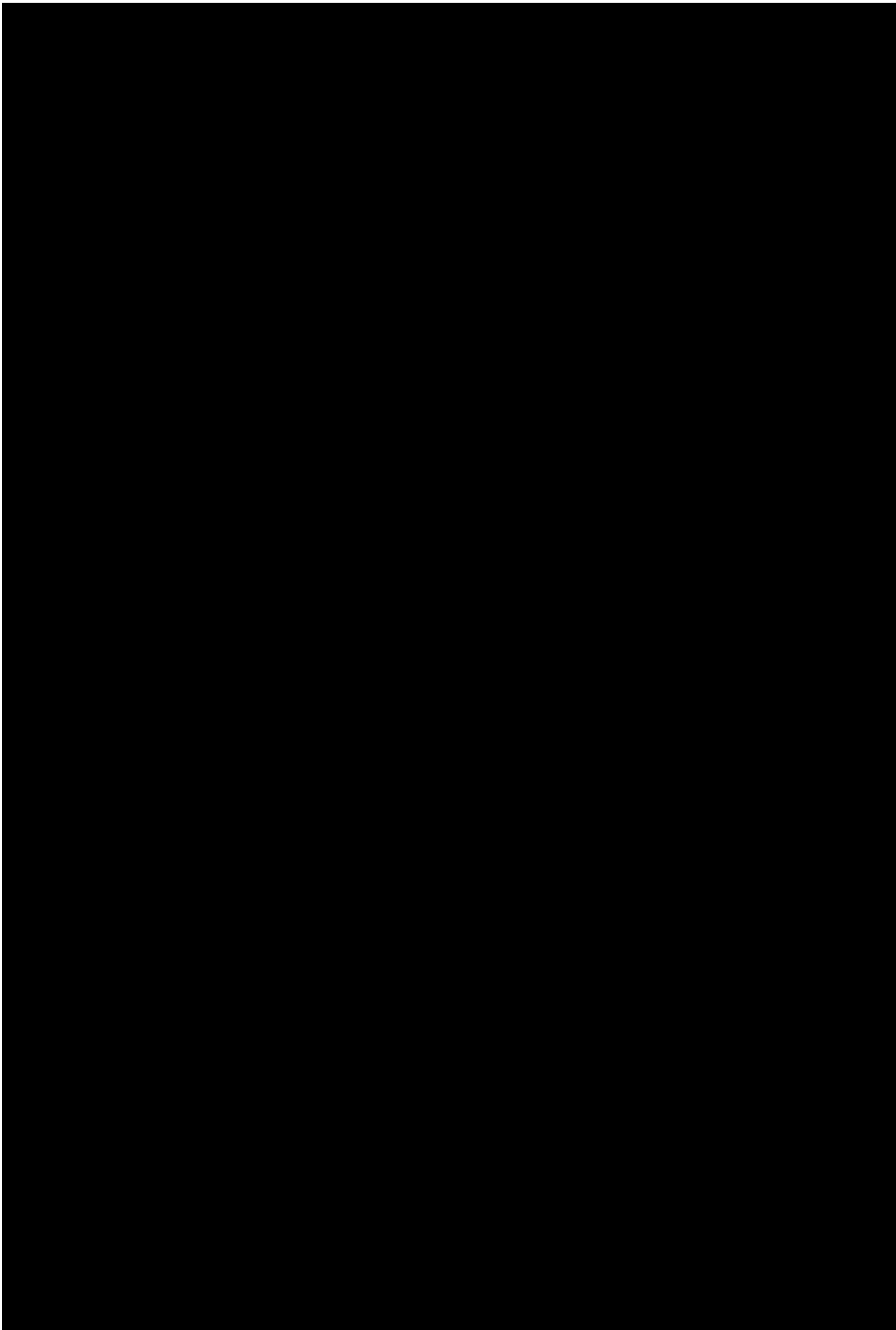


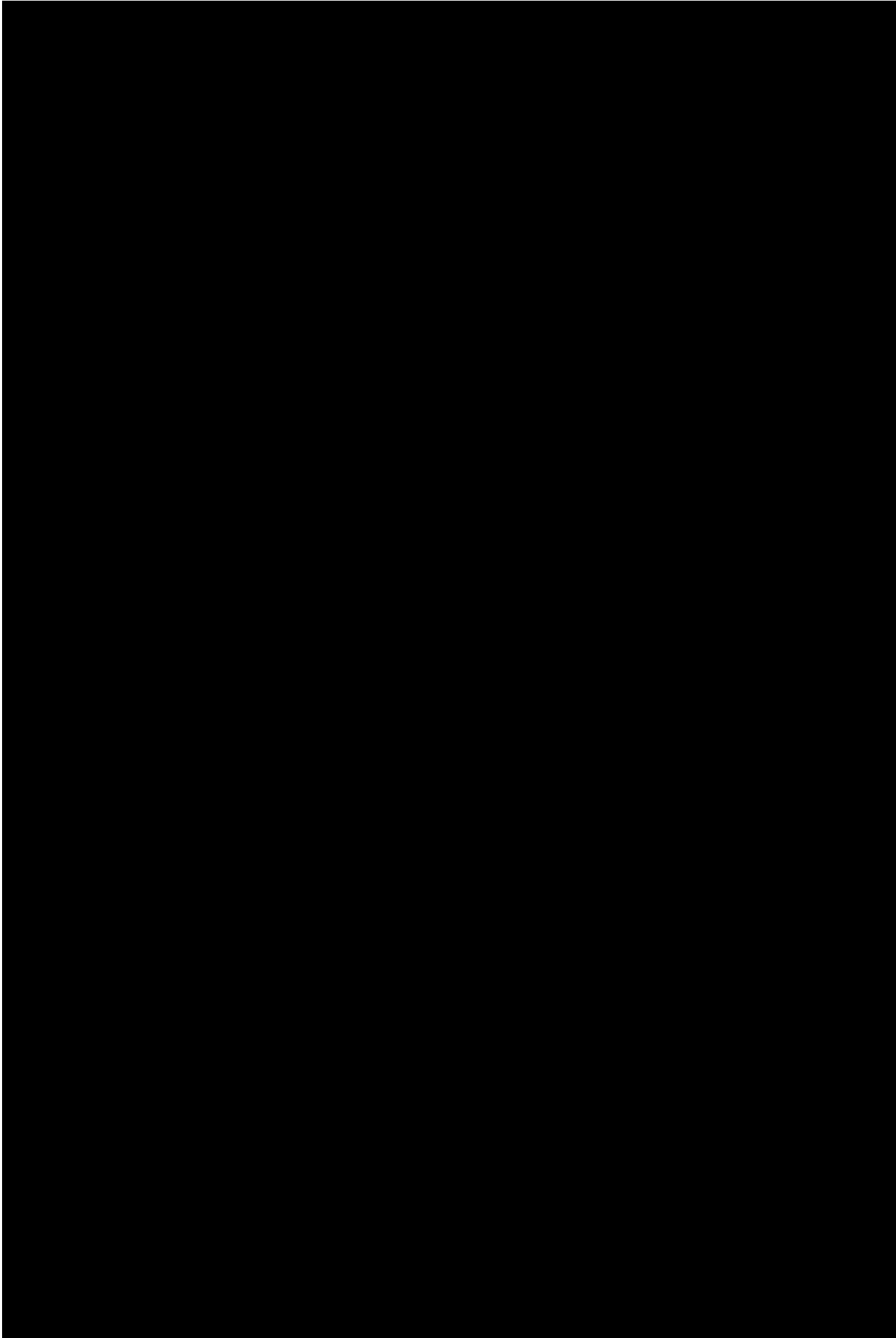




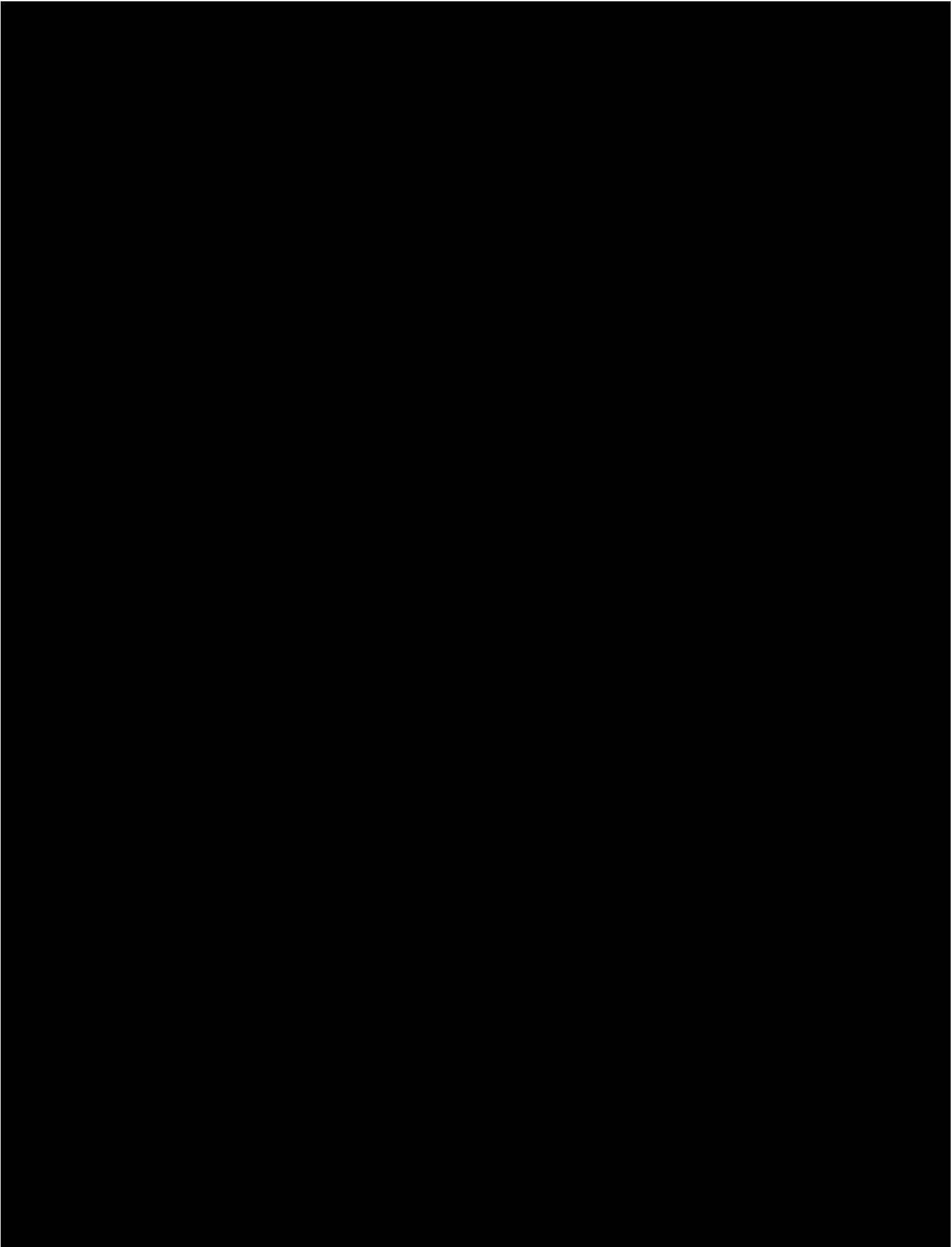


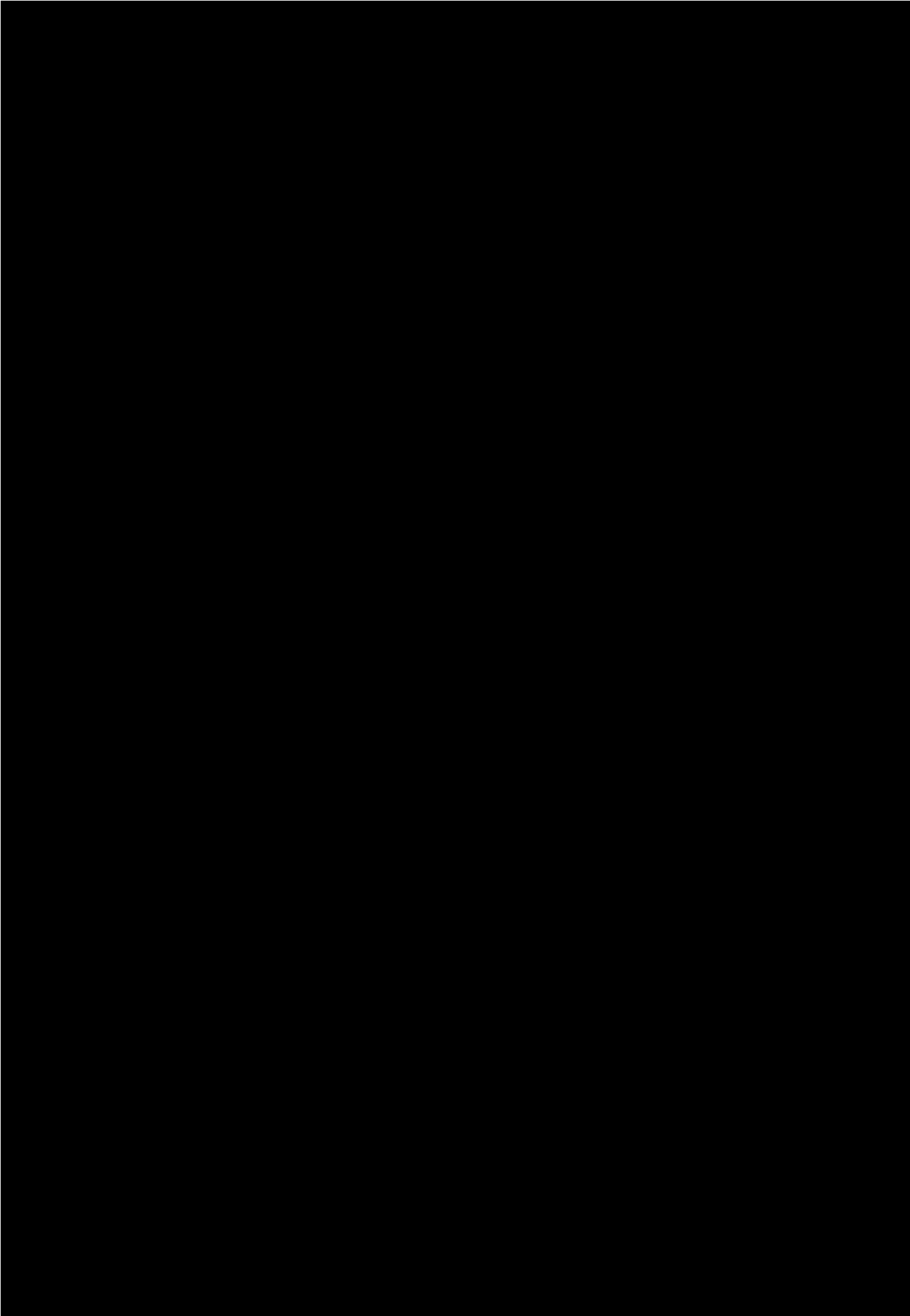


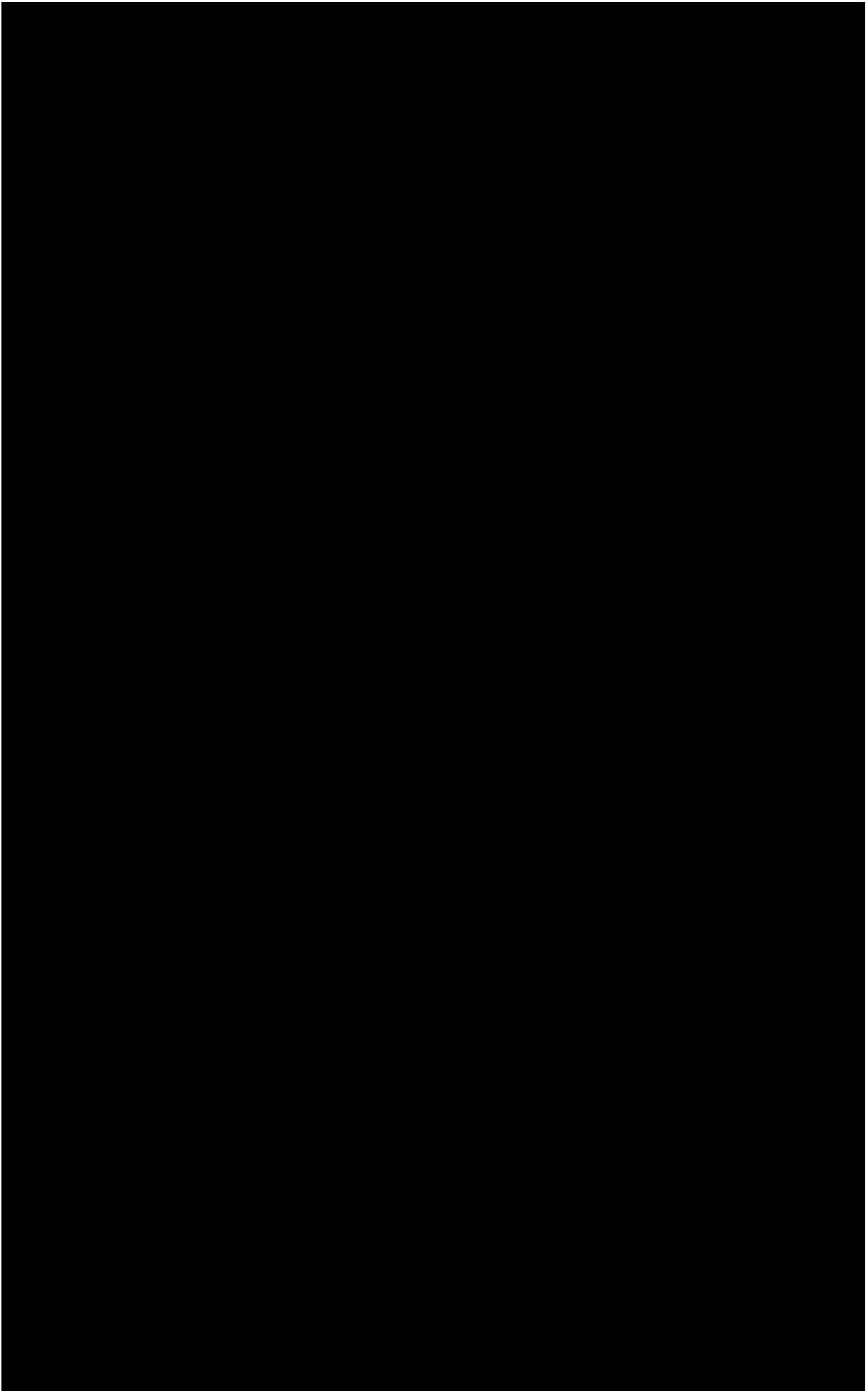


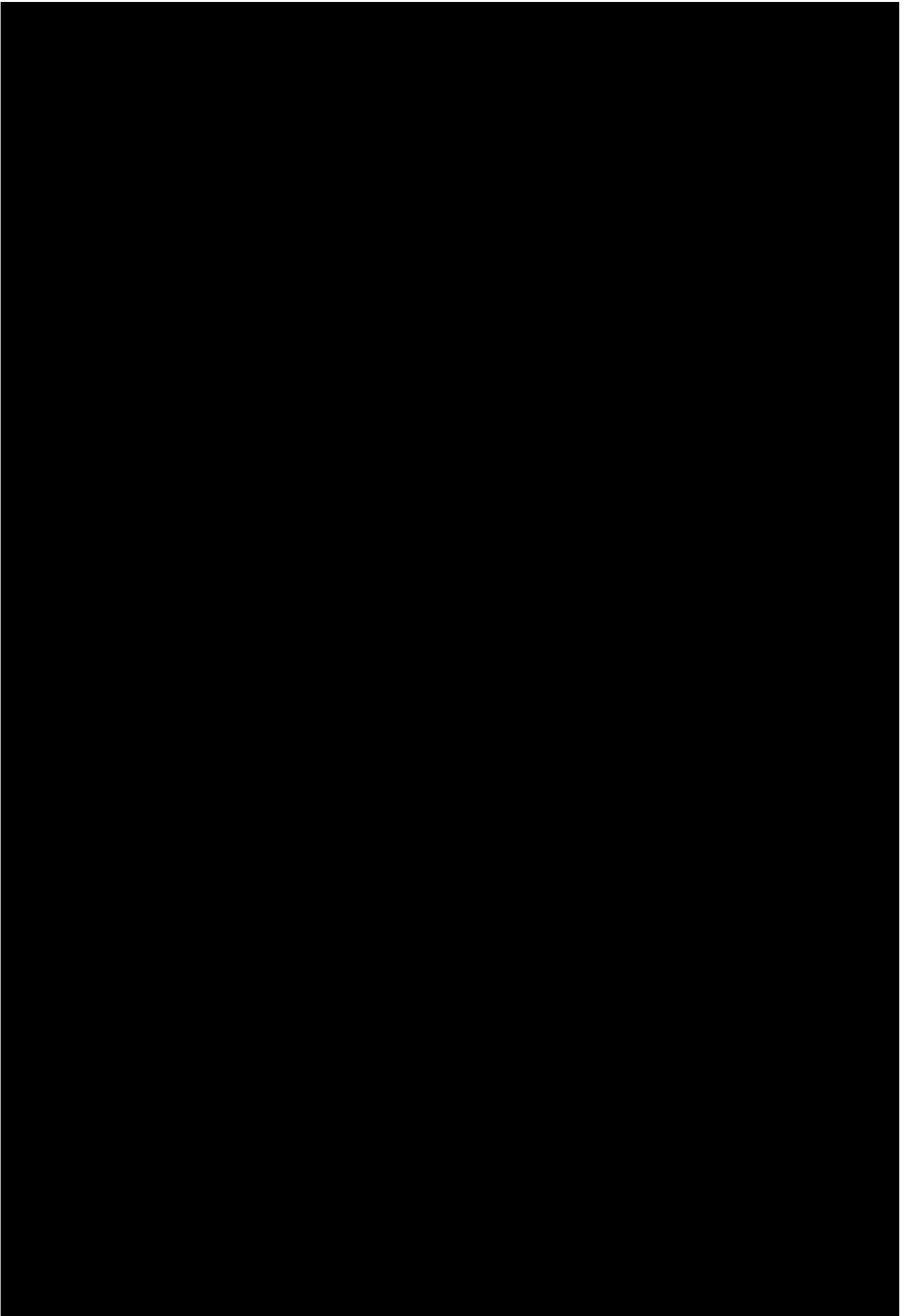


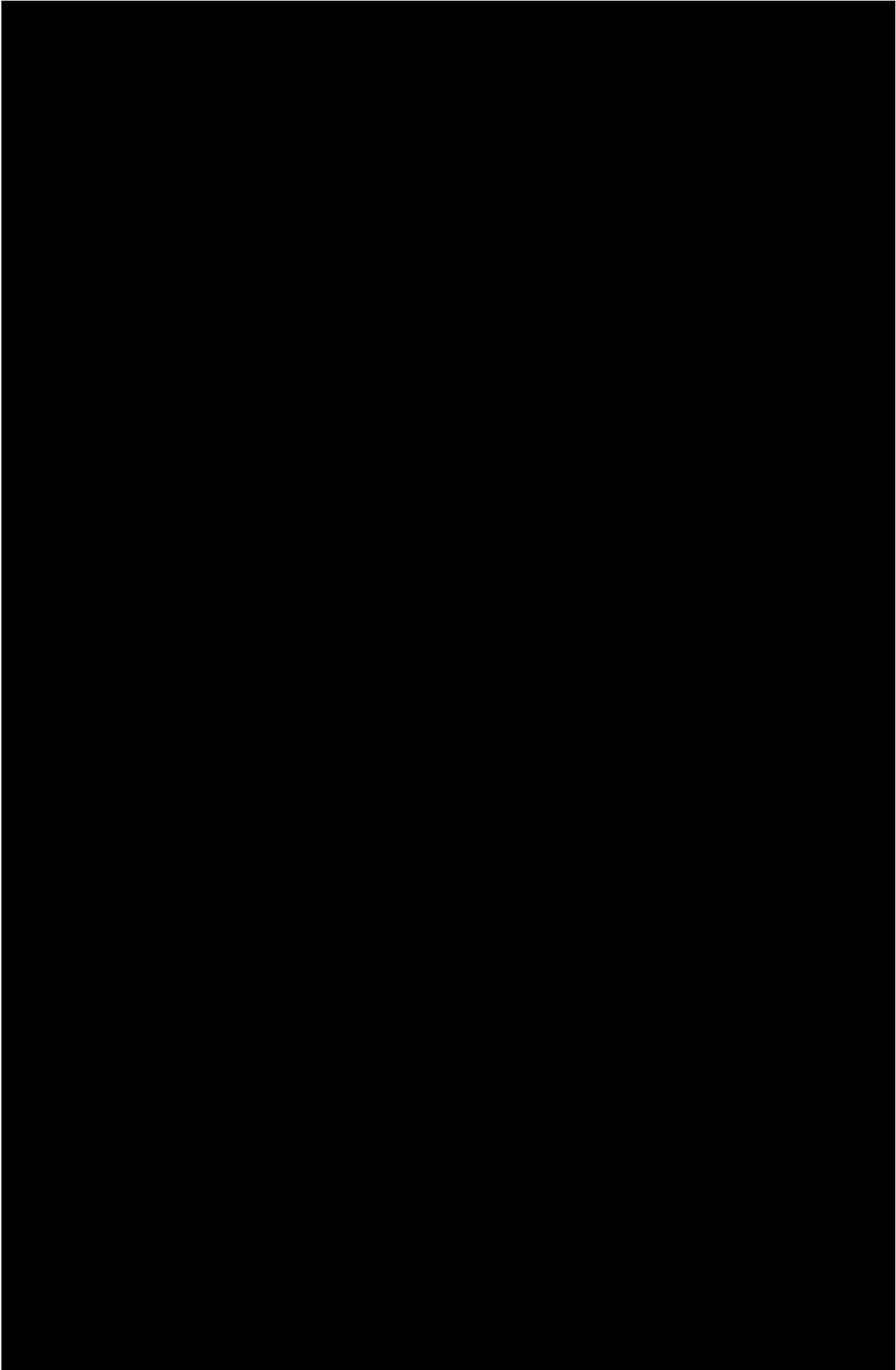
SCHEDULE E9

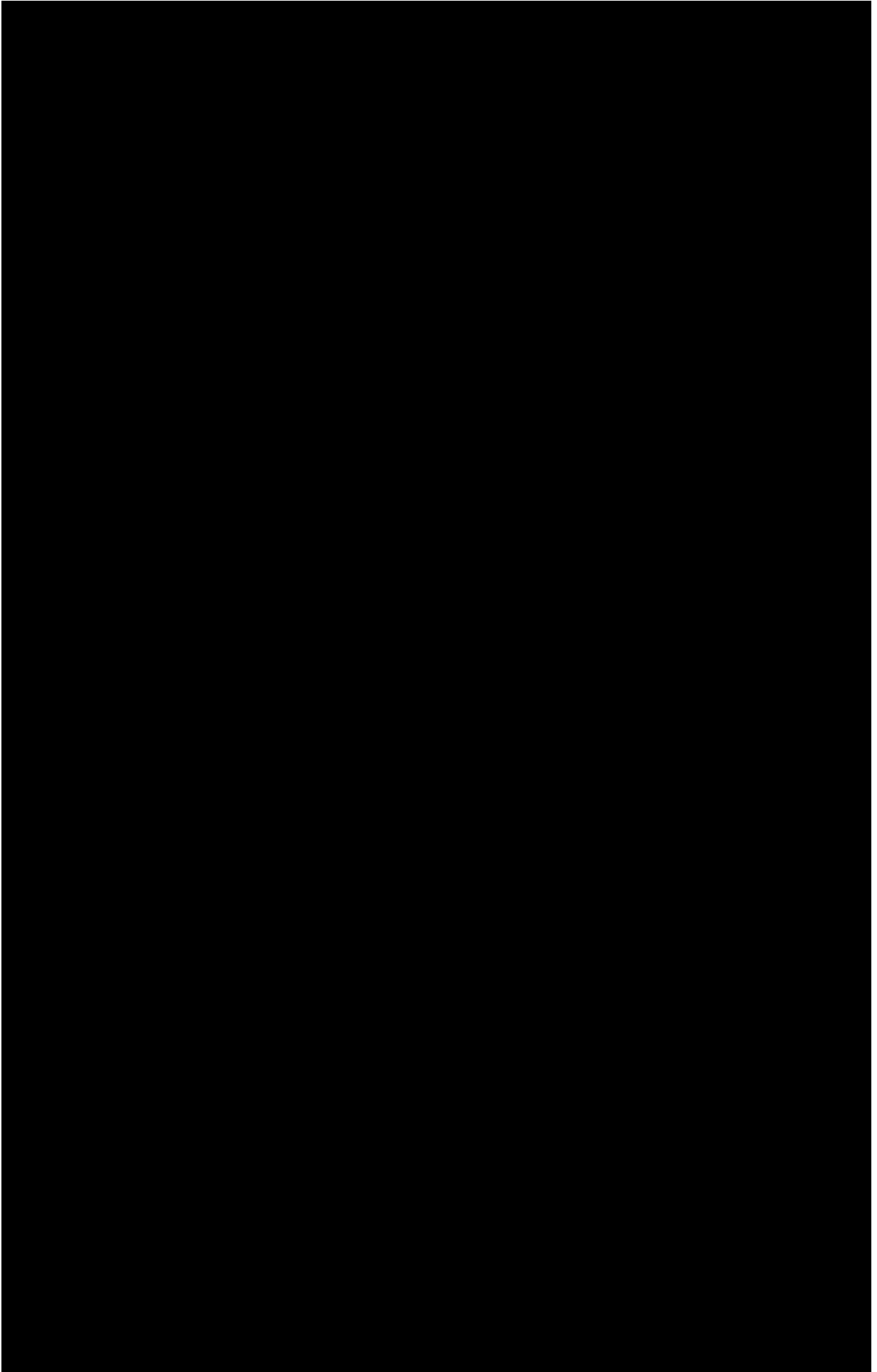


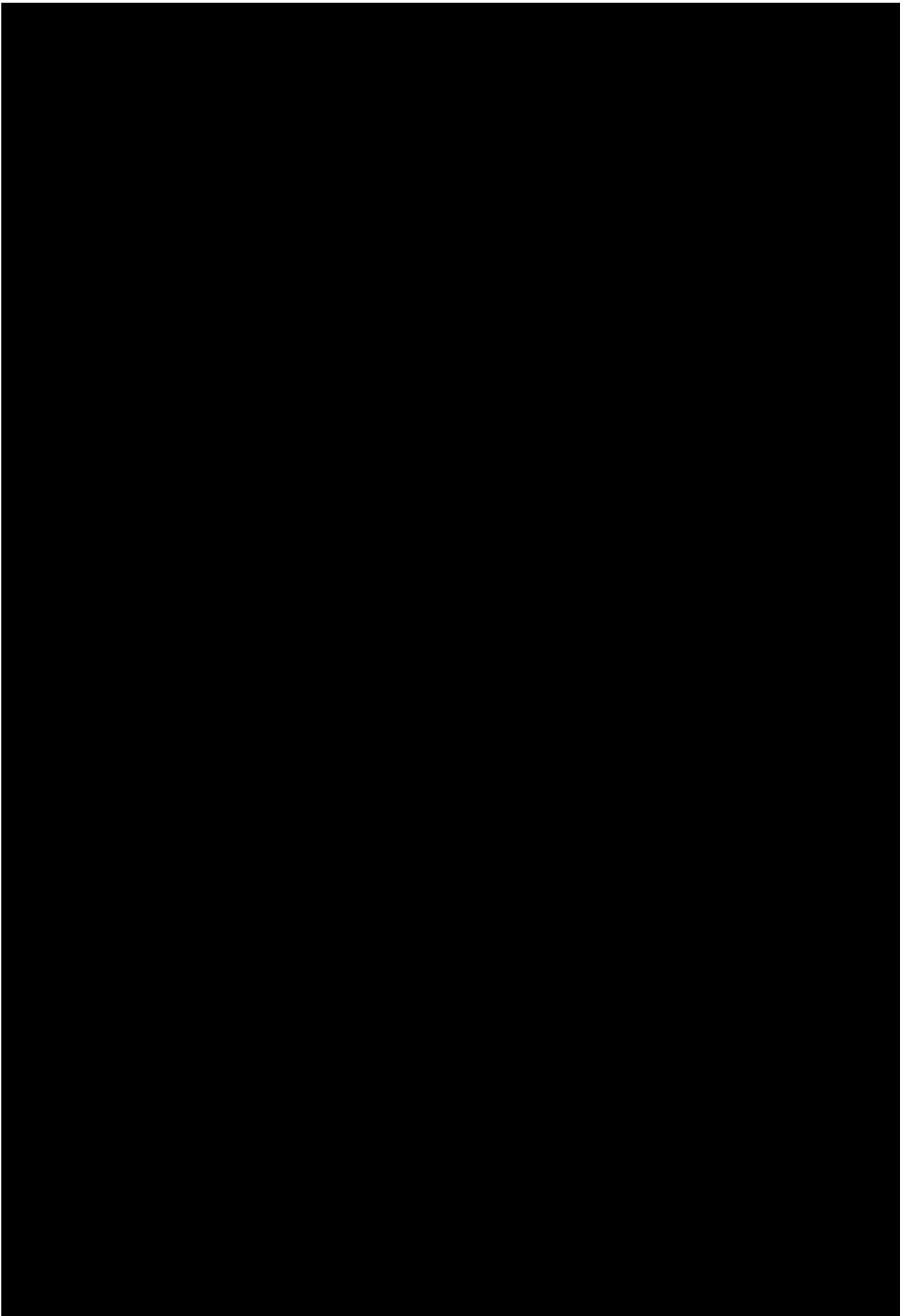


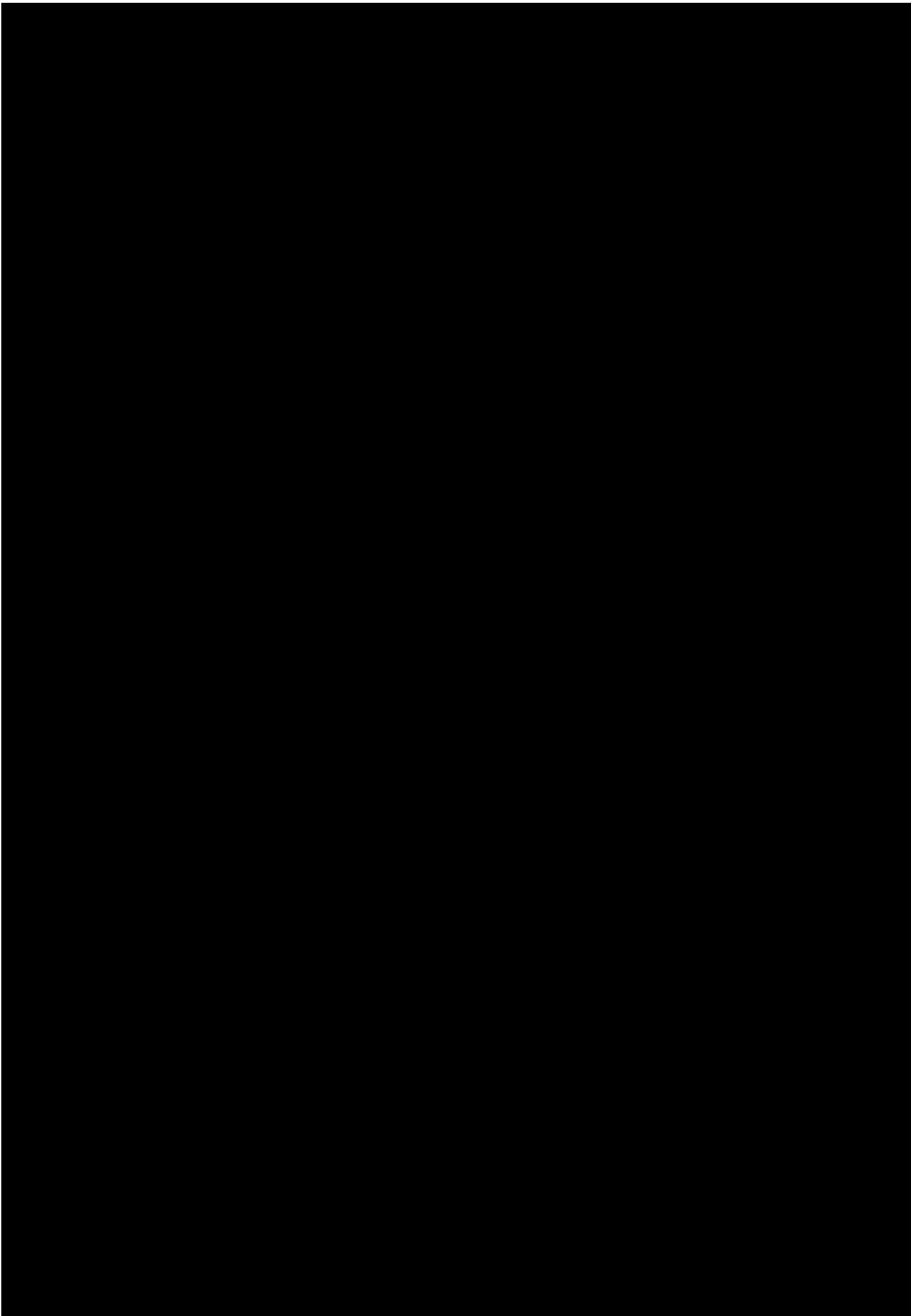












**SCHEDULE E10
Investor Side Deed**

(Clause 35.3)



