



Crows Nest Station Development Over Station Development

Project Delivery Agreement (Development Lot A) –
Schedules

Part B (Administration and Certificates)

Contract No: 505A

Sydney Metro

ABN 12 354 063 515

and

Thirdi Crows Nest Lot A Pty Ltd

ACN 663 888 220

SCHEDULE B1

Governance Groups

(Clauses 1.1 and 7.7)

1. PROJECT CONTROL GROUP

- (a) **(Establishment)** A Project Control Group must be established consisting of:
- (i) the Principal's Representative;
 - (ii) the Developer's Representative;
 - (iii) 2 persons from each of the Principal and the 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 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) 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; and
 - (iii) 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 as and when either the Principal or the Developer requests or as otherwise required to assist in the resolution of Disputes referred to the Project Control Group pursuant to the Dispute Procedure.
- (e) **(Administration)** The Principal's Representative will convene the meetings of the Project Control Group. The meetings will be chaired by the most senior attendee from the Principal.
- (f) **(Principal may require certain representatives to attend)** At the Principal's request, the Developer must procure the attendance of representatives of any Subcontractor or Financier (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, the Development Lot B Developer, any other Interface Contractor, the State or any Authority to attend any meeting of the Project Control Group.

SCHEDULE B2

Notice of Completion

(Clause 22.2(a))

[ON 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
Crows Nest Station Development - Over Station Development Project Delivery
Agreement (Development Lot A)
OSD Works

This notice is given in accordance with the "Crows Nest Station Development - Over Station Development Project Delivery Agreement (Development Lot A) (Contract No: 505A)" dated [insert] (**OSD PDA**). Words defined in the OSD PDA have the same meaning in this notice.

In accordance with clause 22.2(a) of the OSD PDA, the Developer considers that Completion has been achieved. The Date of Completion is [insert date].

Yours sincerely

.....

[Insert name]

for and on behalf of the Developer

SCHEDULE B3

Certificate of Completion

(Clauses 1.1 and 22.2(d))

To: The Developer

From: The Principal's Representative

This certificate is given in accordance with the "Crows Nest Station Development - Over Station Development Project Delivery Agreement (Development Lot A) (Contract No: 505A)" dated *[insert]* (**OSD PDA**). Words defined in the OSD PDA have the same meaning in this certificate.

In accordance with the terms of clause 22.2(d) of the OSD PDA, the Principal's Representative hereby certifies that Completion has been achieved on *[insert]*.

.....

[Insert name]

for and on behalf of the Principal's Representative

SCHEDULE B4

Approved Engineer's Certificate (Pre-Commencement)

(Clauses 1.1 and 7.6(c)(i))

To: The Principal's Representative

Cc: [insert]

From: [Insert name of Approved Engineer] ABN []

This certificate is given in accordance with the "Crows Nest Station Development - Over Station Development Project Delivery Agreement (Development Lot A) (Contract No: 505A)" dated [insert] (**OSD PDA**). Words defined in the OSD PDA have the same meaning in this certificate.

In accordance with the terms of clause 7.6(c)(i) of the OSD PDA, we hereby certify that:

- (a) the OSD Works as shown in the Final Plans and Specifications will not cause the OSD (during construction and on Completion) to have a [redacted] with respect to the following elements of the definition of [redacted]; and



- (b) [**Drafting note: This certificate to be given by the consultant performing the role of structural engineer**] the following considerations and strategies are in place to the Approved Engineer's satisfaction:
 - (i) induced movement and any cracking caused by the OSD and the OSD Works is considered in the design and structural monitoring strategy for the Crows Nest Station; and
 - (ii) the adverse effects of stray currents and electrolysis caused by the OSD and the OSD Works is considered in the design and electrolysis mitigation and monitoring strategy for the Crows Nest Station.

.....
Signed for and on behalf of
[Insert name of Approved Engineer]

SCHEDULE B5

Approved Engineer's Certificate (Post-Completion)

(Clauses 1.1 and 7.6(c)(ii))

To: The Principal's Representative

Cc: [insert]

From: [Insert name of Approved Engineer] ABN []

This certificate is given in accordance with the "Crows Nest Station Development - Over Station Development Project Delivery Agreement (Development Lot A) (Contract No: 505A)" dated [insert] (**OSD PDA**). Words defined in the OSD PDA have the same meaning in this certificate.

In accordance with the terms of clause 7.6(c)(ii) of the OSD PDA, we hereby certify that:

- (a) the OSD, as constructed, will not have a [redacted] as assessed against the following elements contained in the definition of [redacted]; and [redacted]
[redacted]
[redacted]
- (b) [**Drafting note: This certification to be given by the consultant performing the role of structural engineer**] all the strategies referred to in the Approved Engineer's Certificate (Pre-Commencement) have been fully implemented and that the required documented evidence is in place to satisfy this.

.....
Signed for and on behalf of
[Insert name of Approved Engineer]



Crows Nest Station Development Over Station Development

Project Delivery Agreement (Development Lot A) –
Schedules

Part C (Technical)

Contract No: 505A

Sydney Metro

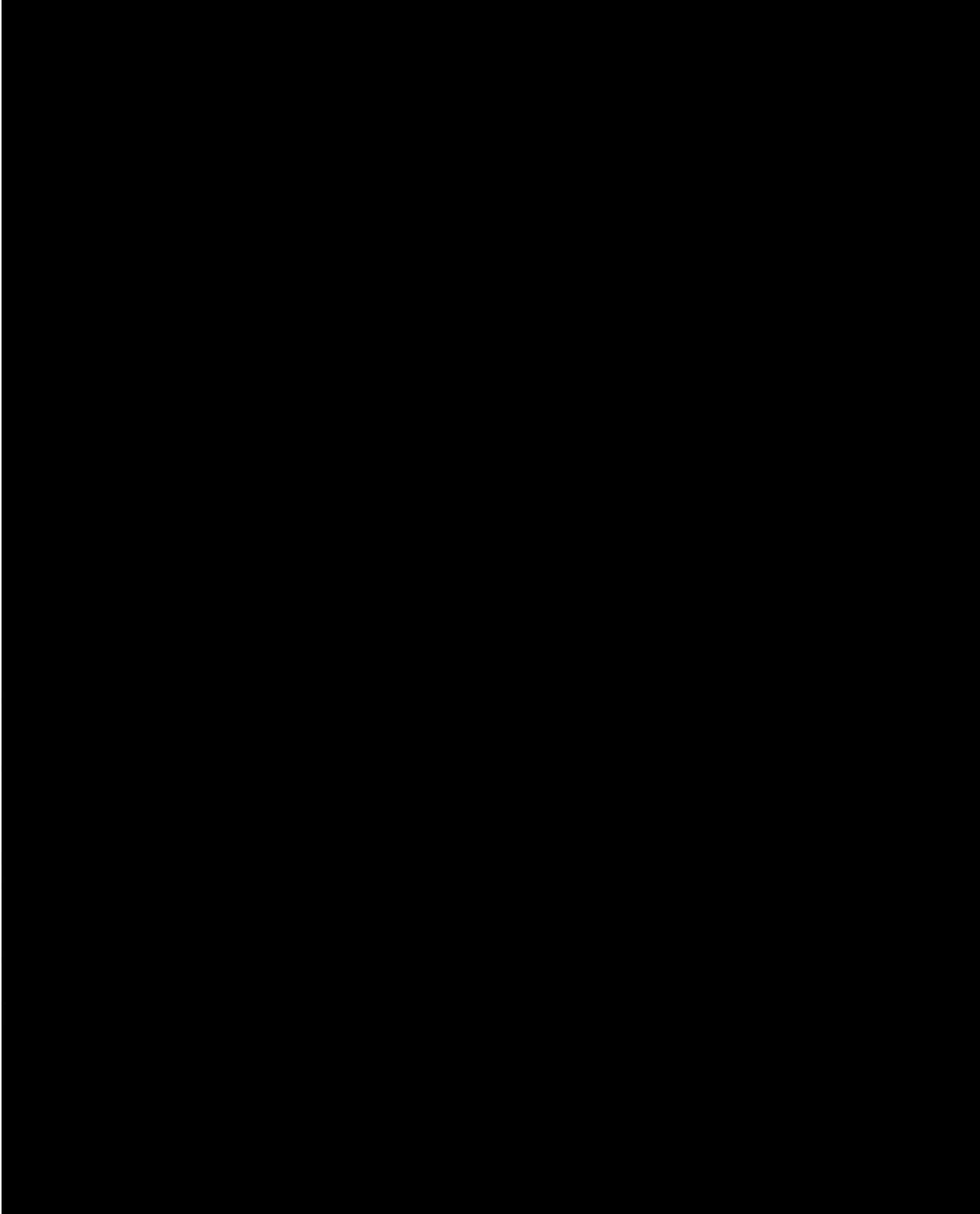
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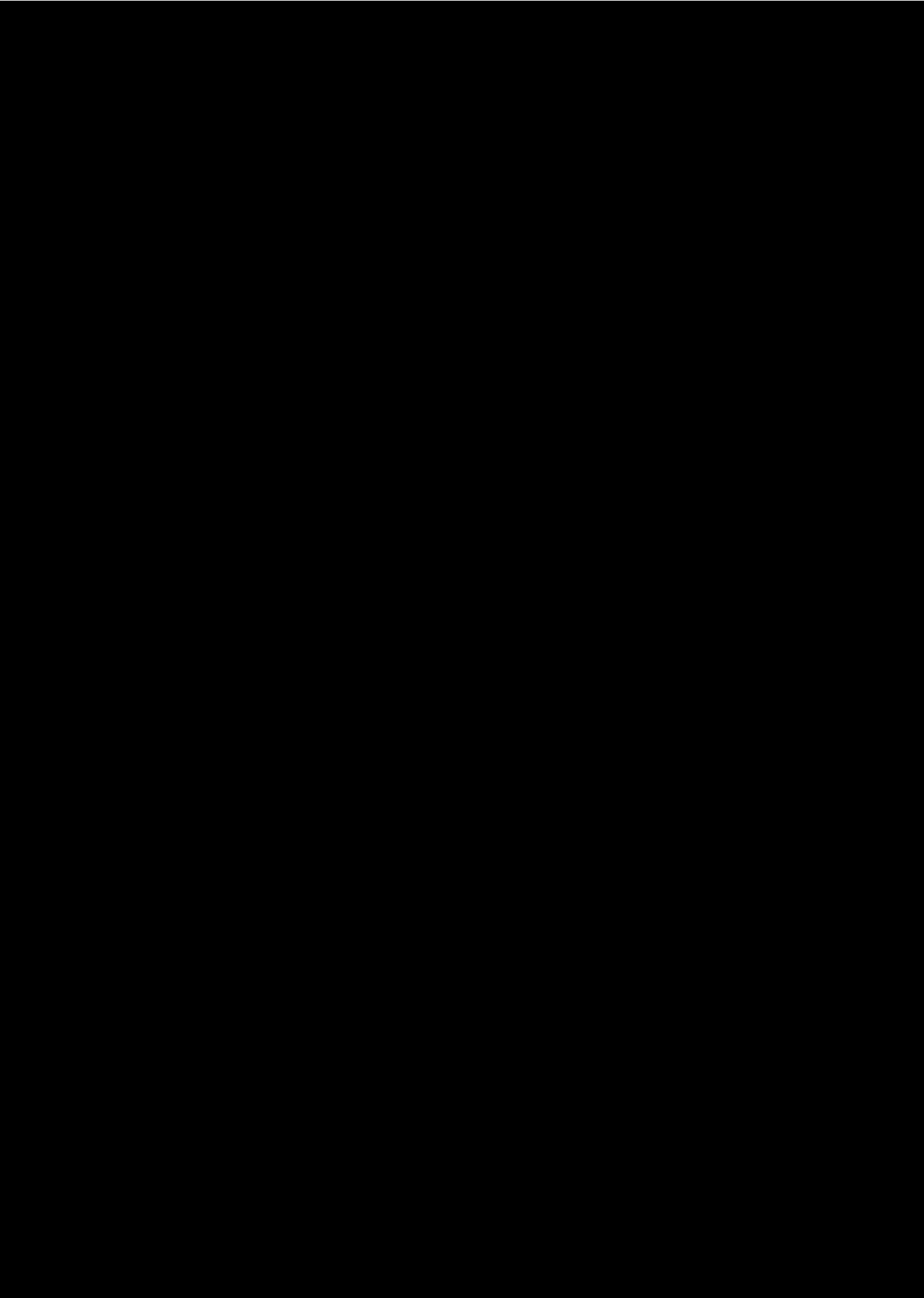
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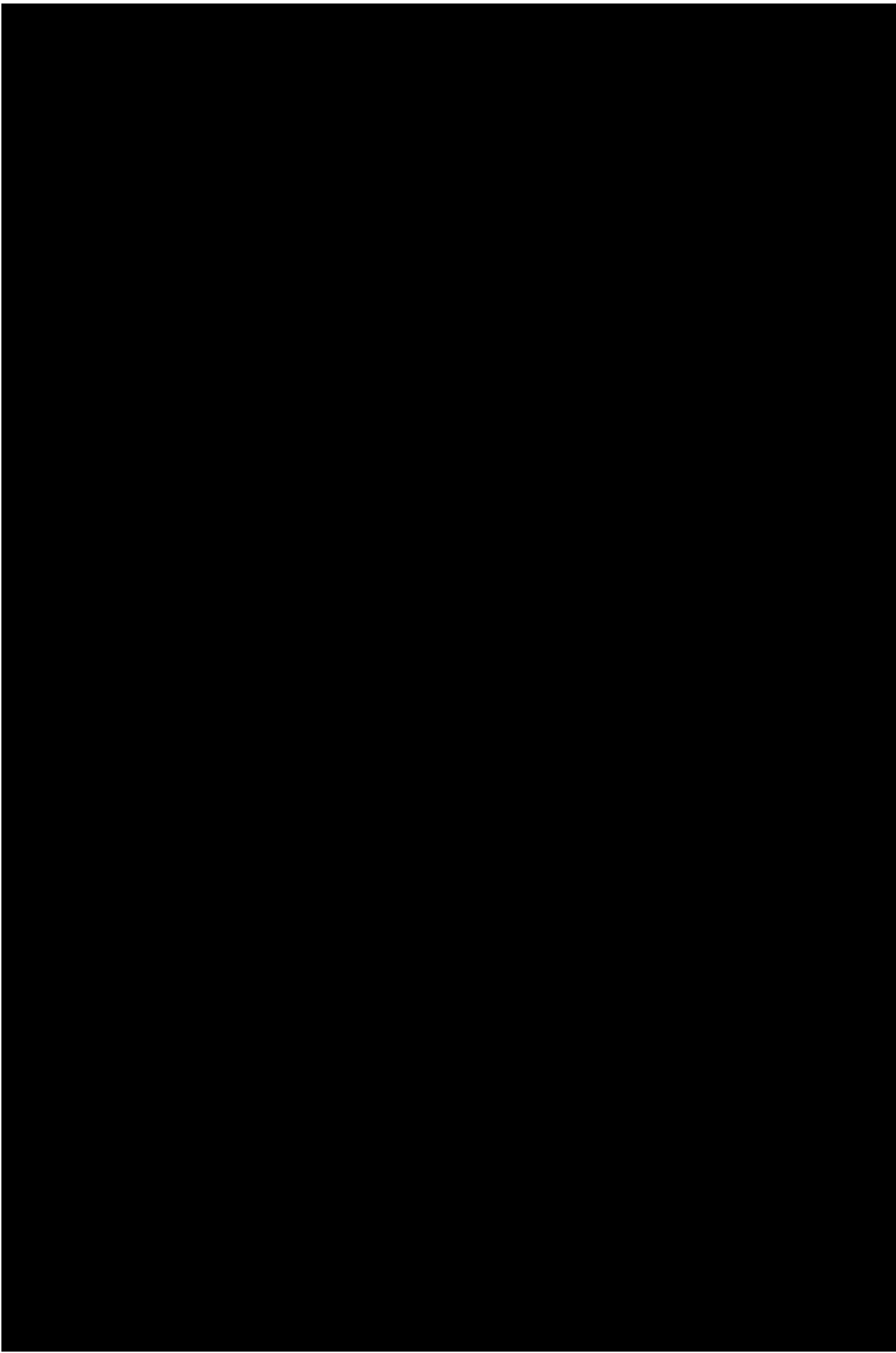
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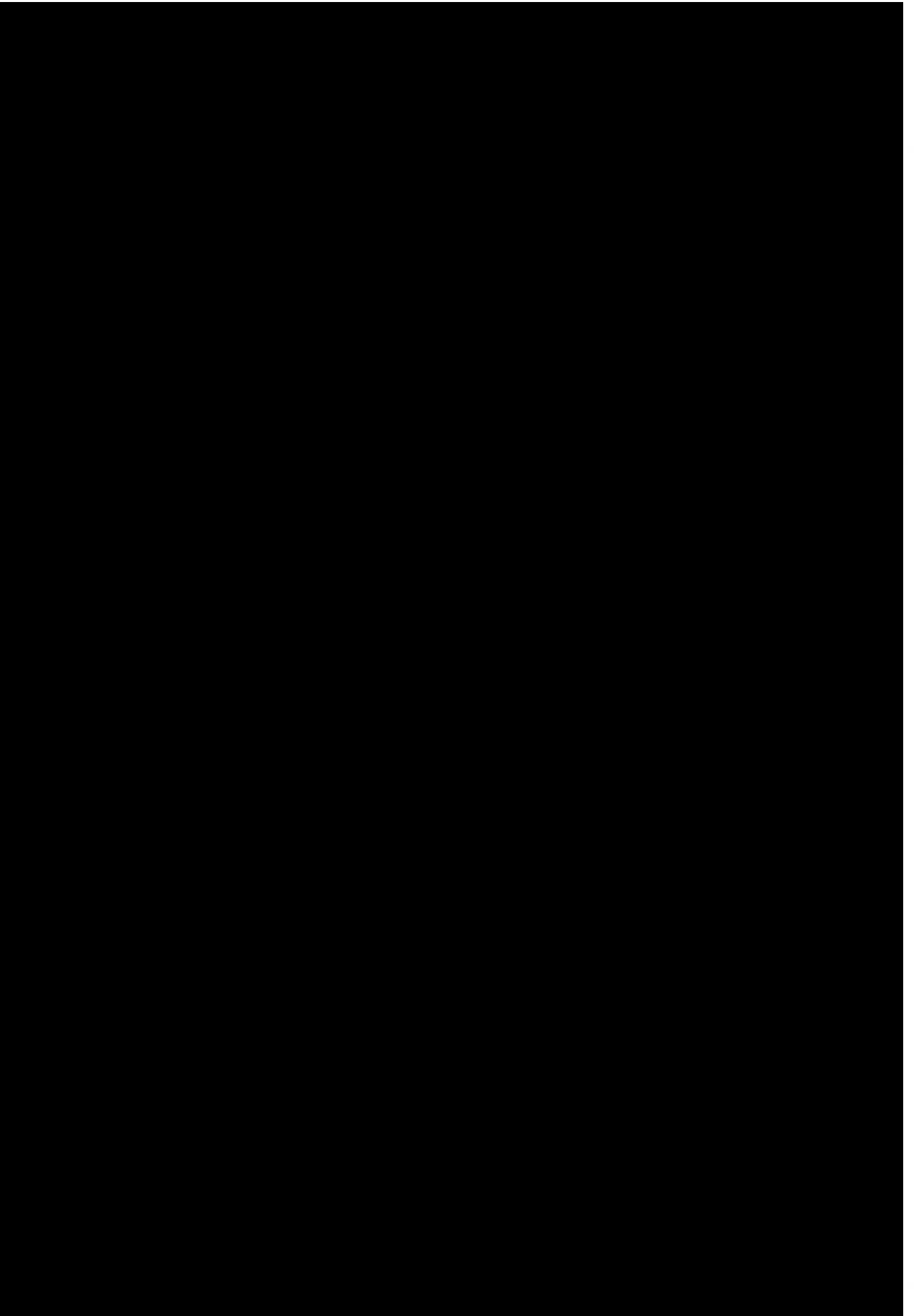
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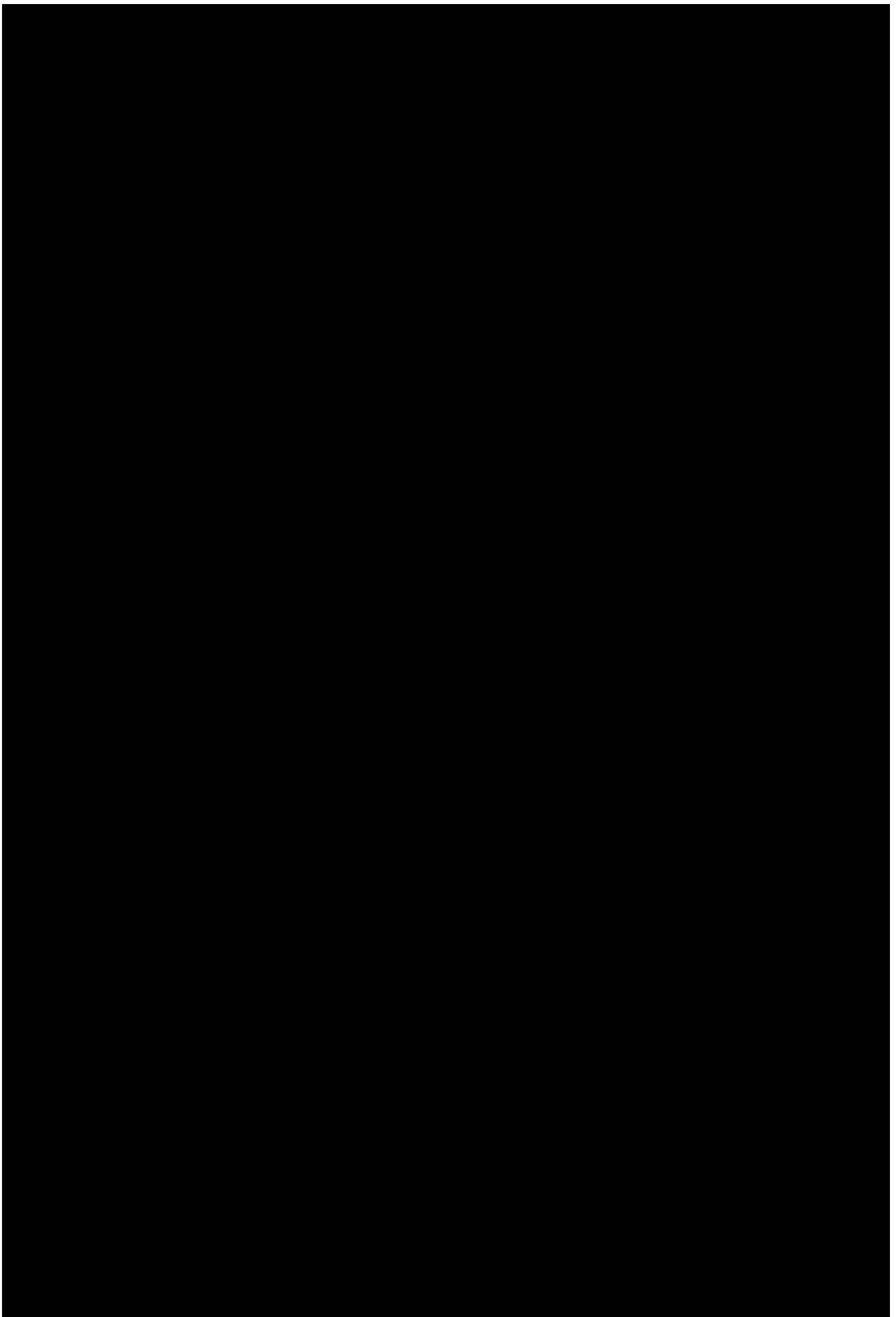
SCHEDULE C1
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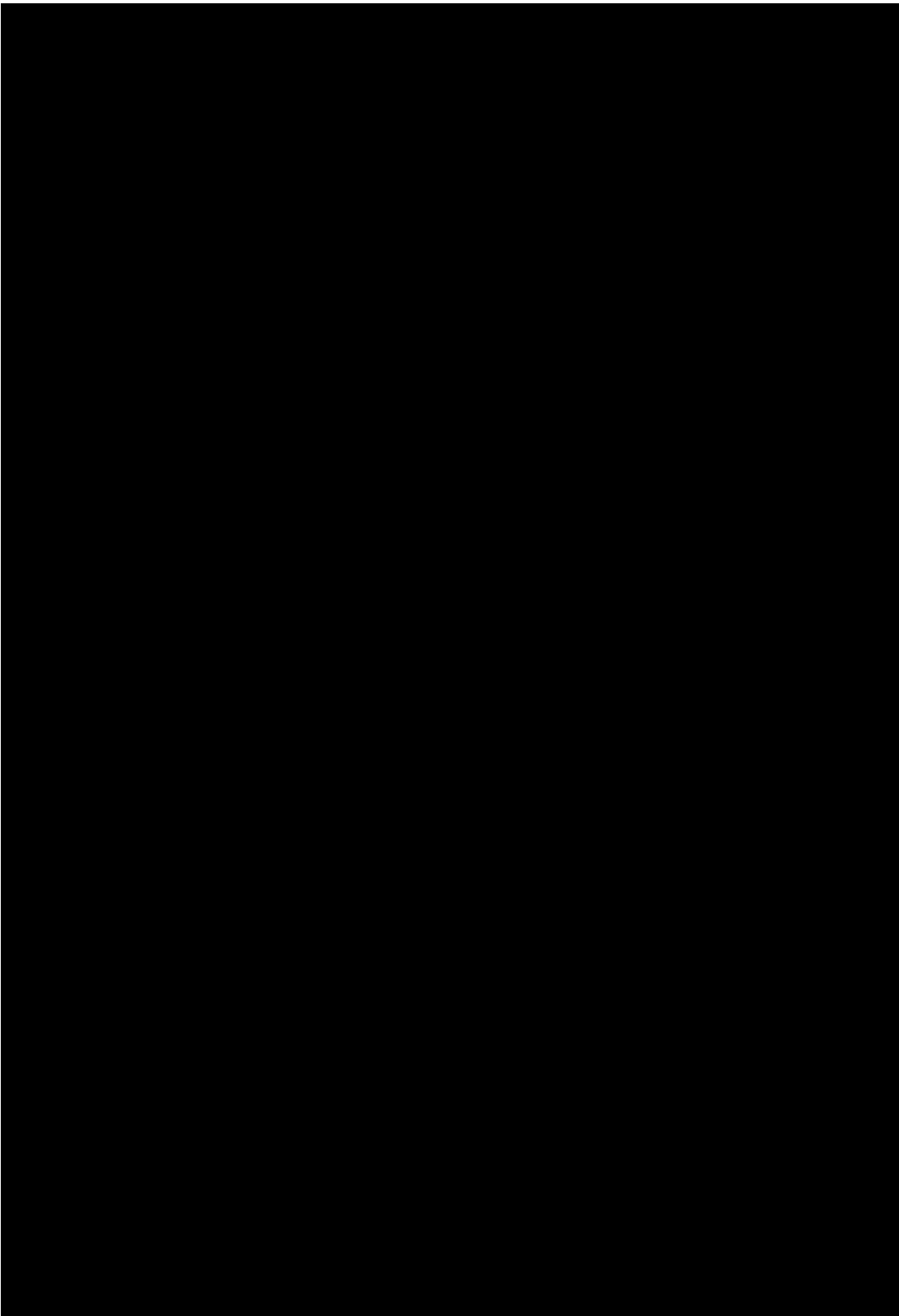


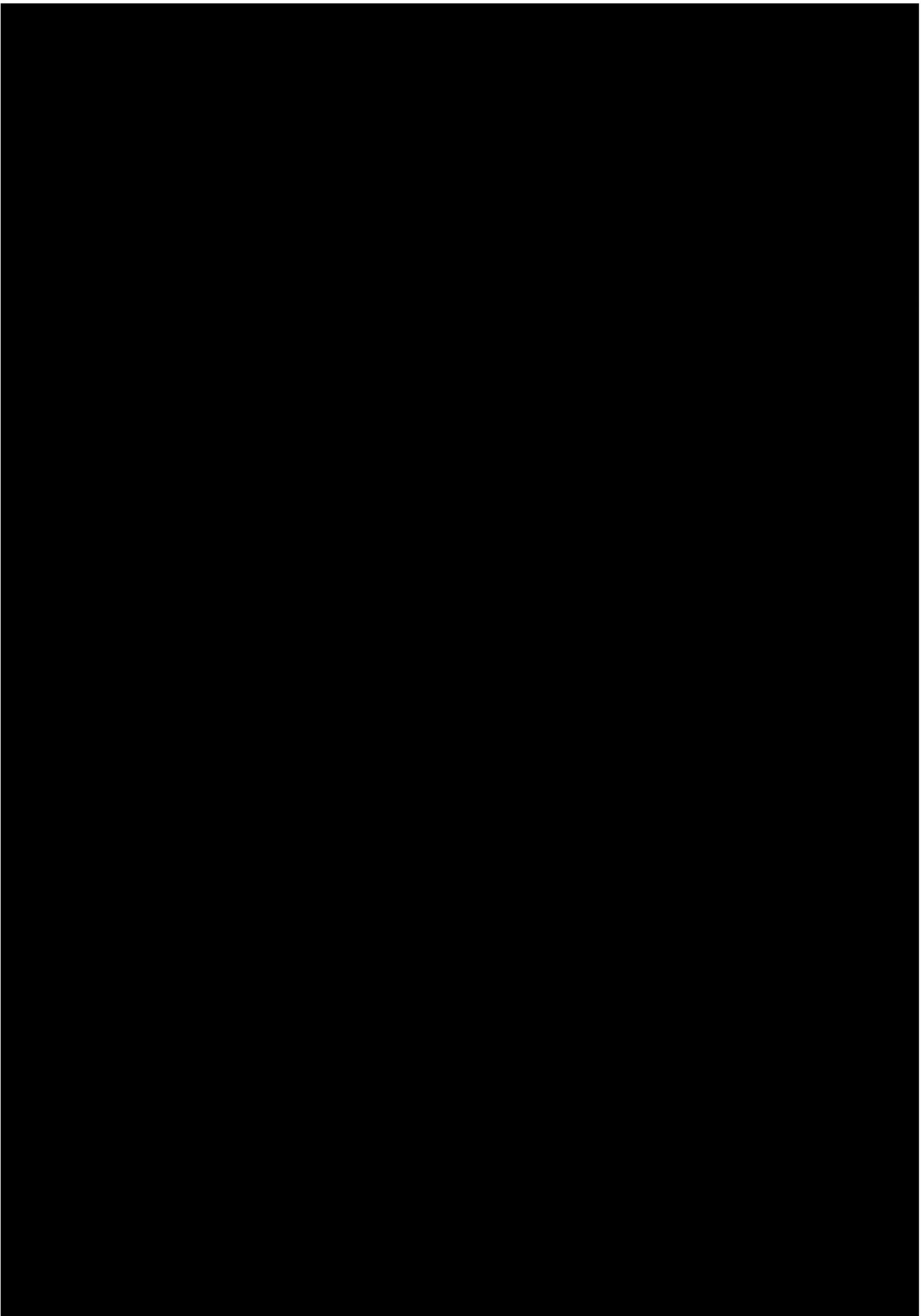


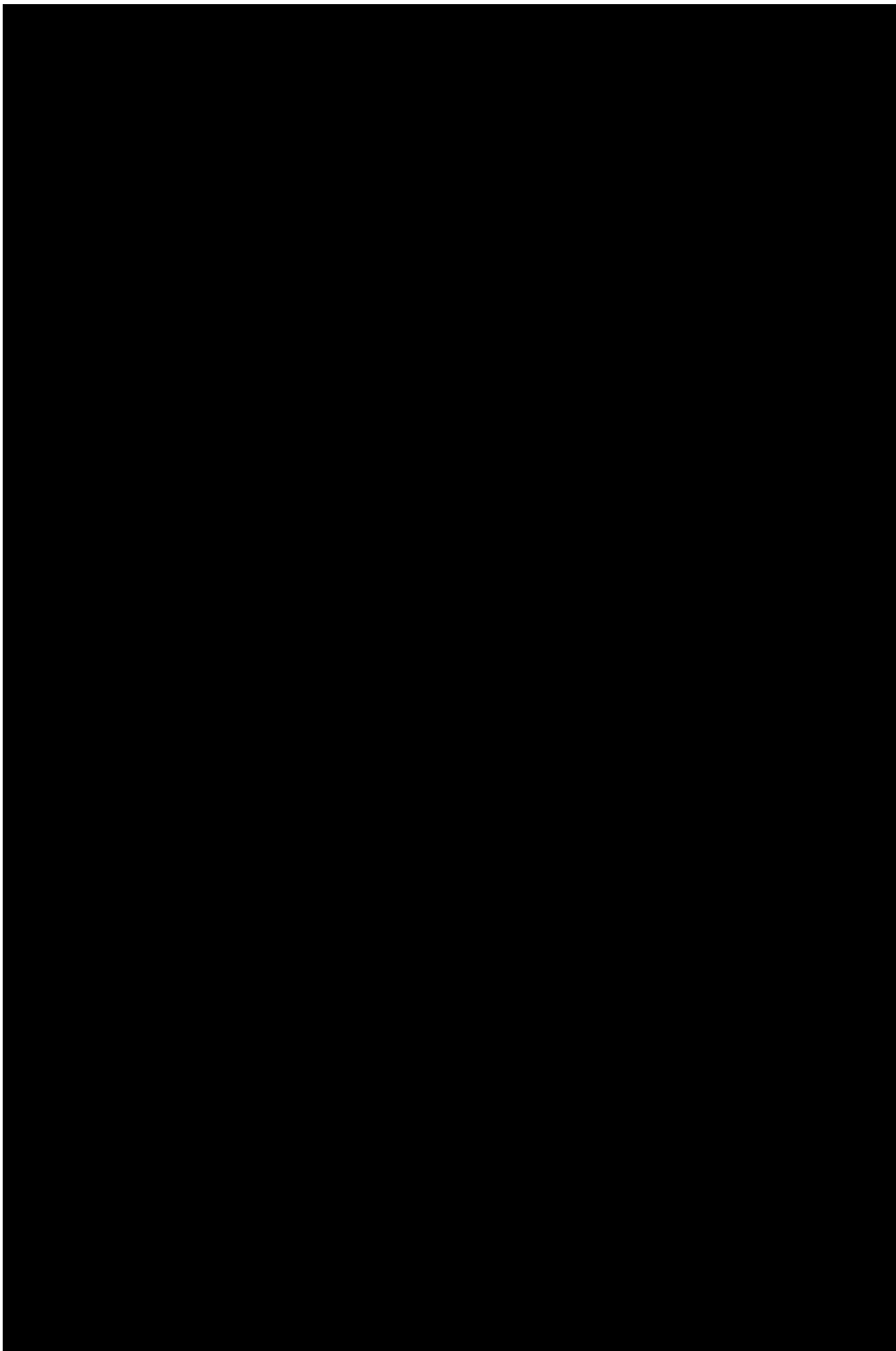


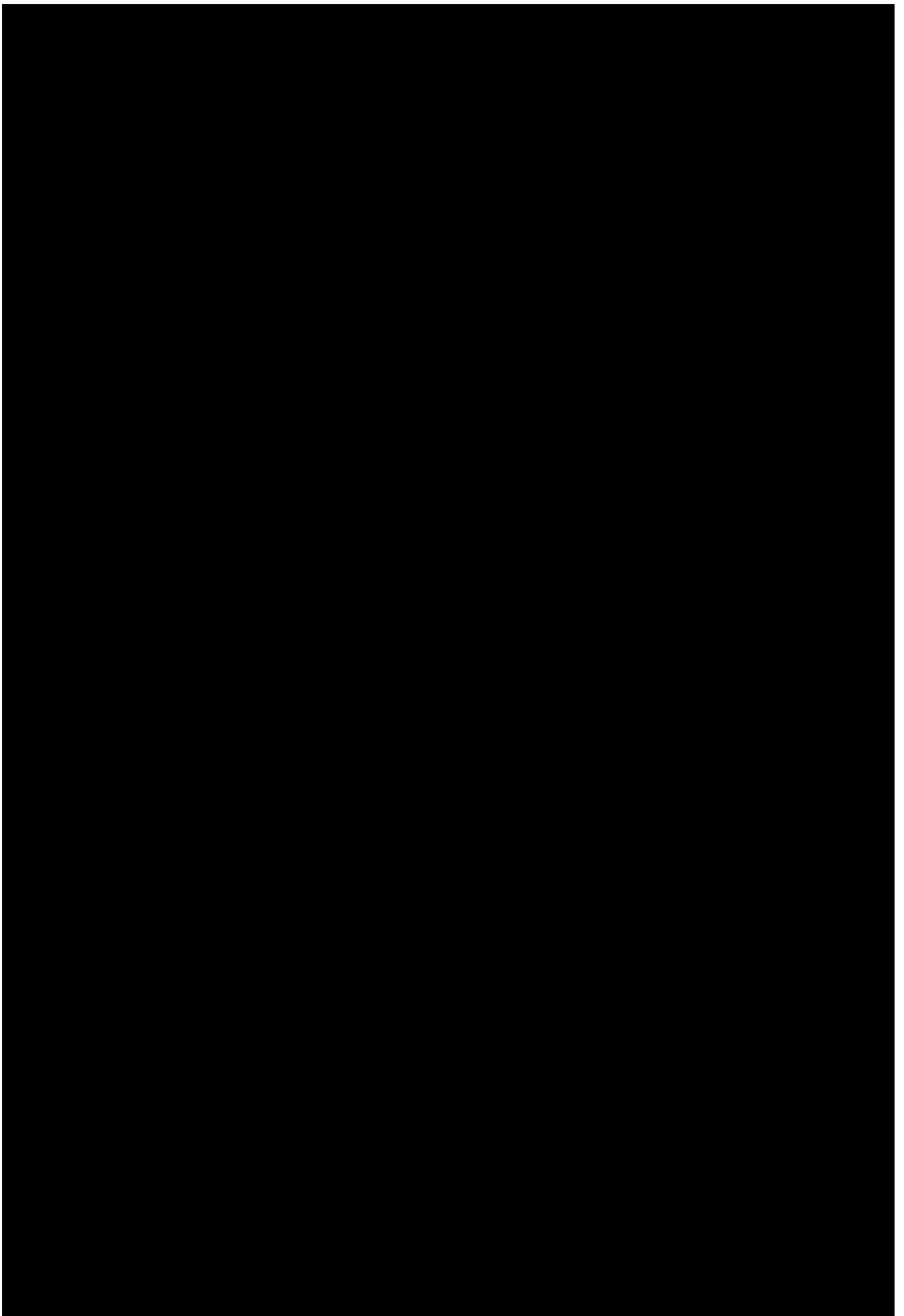






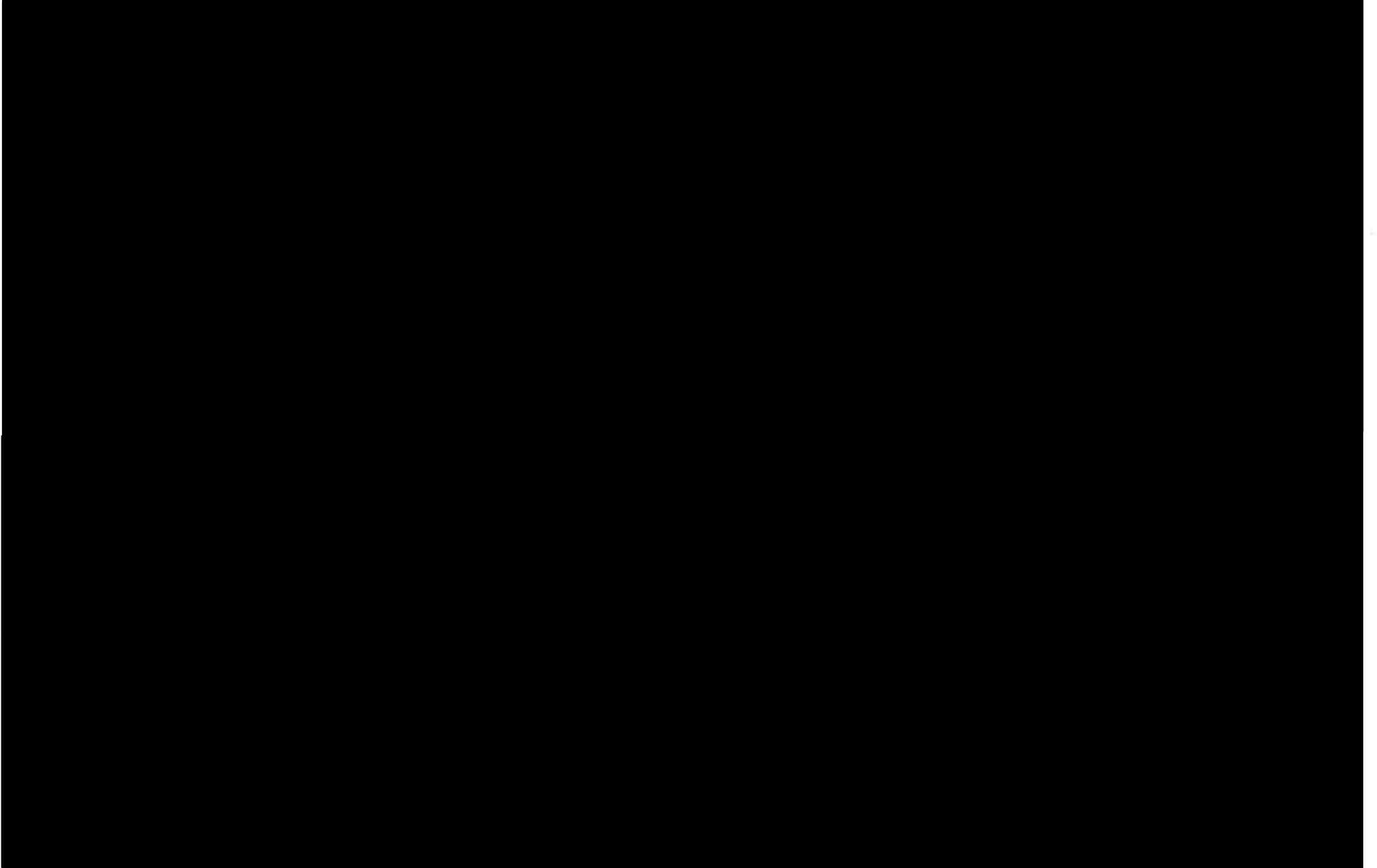




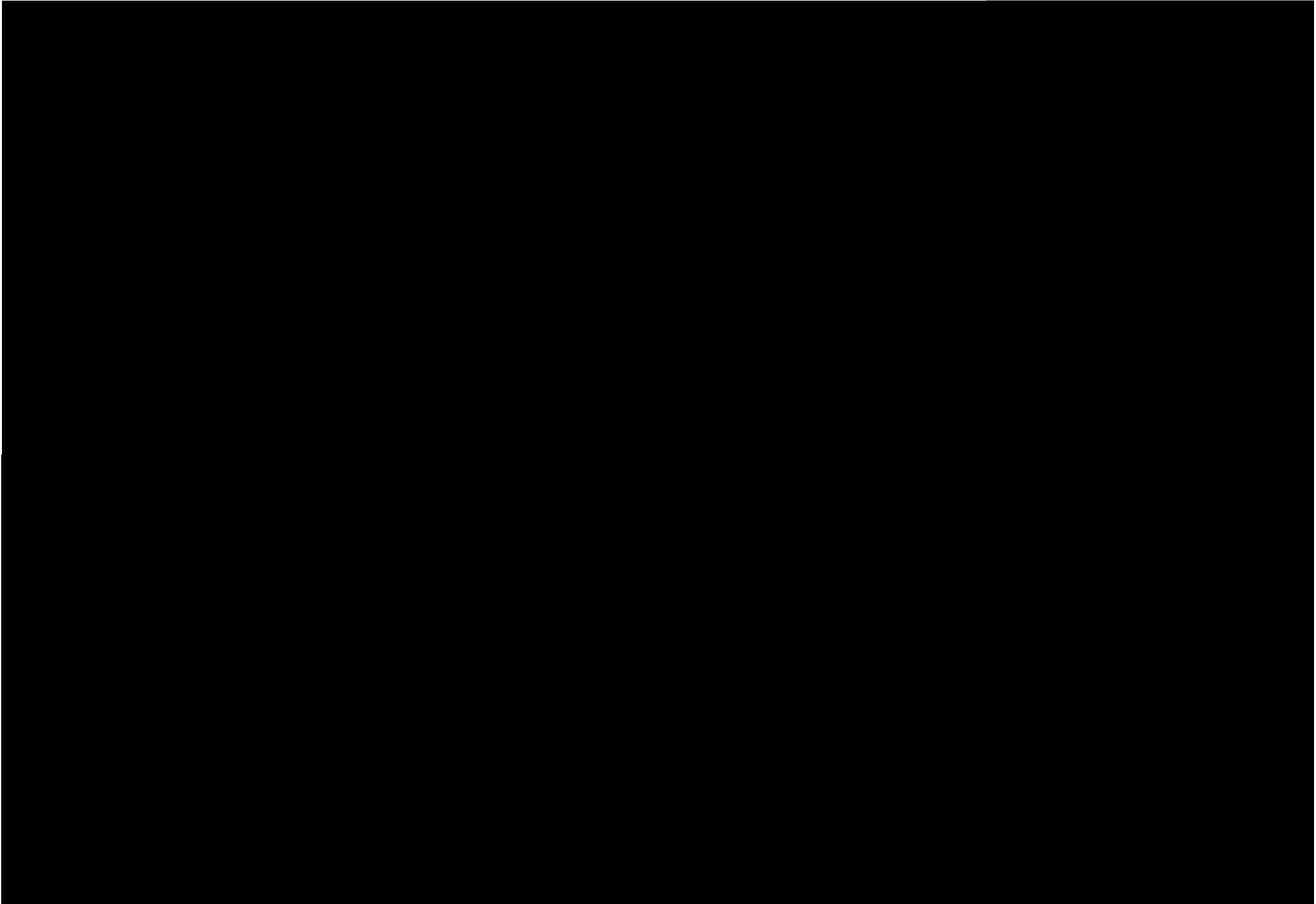


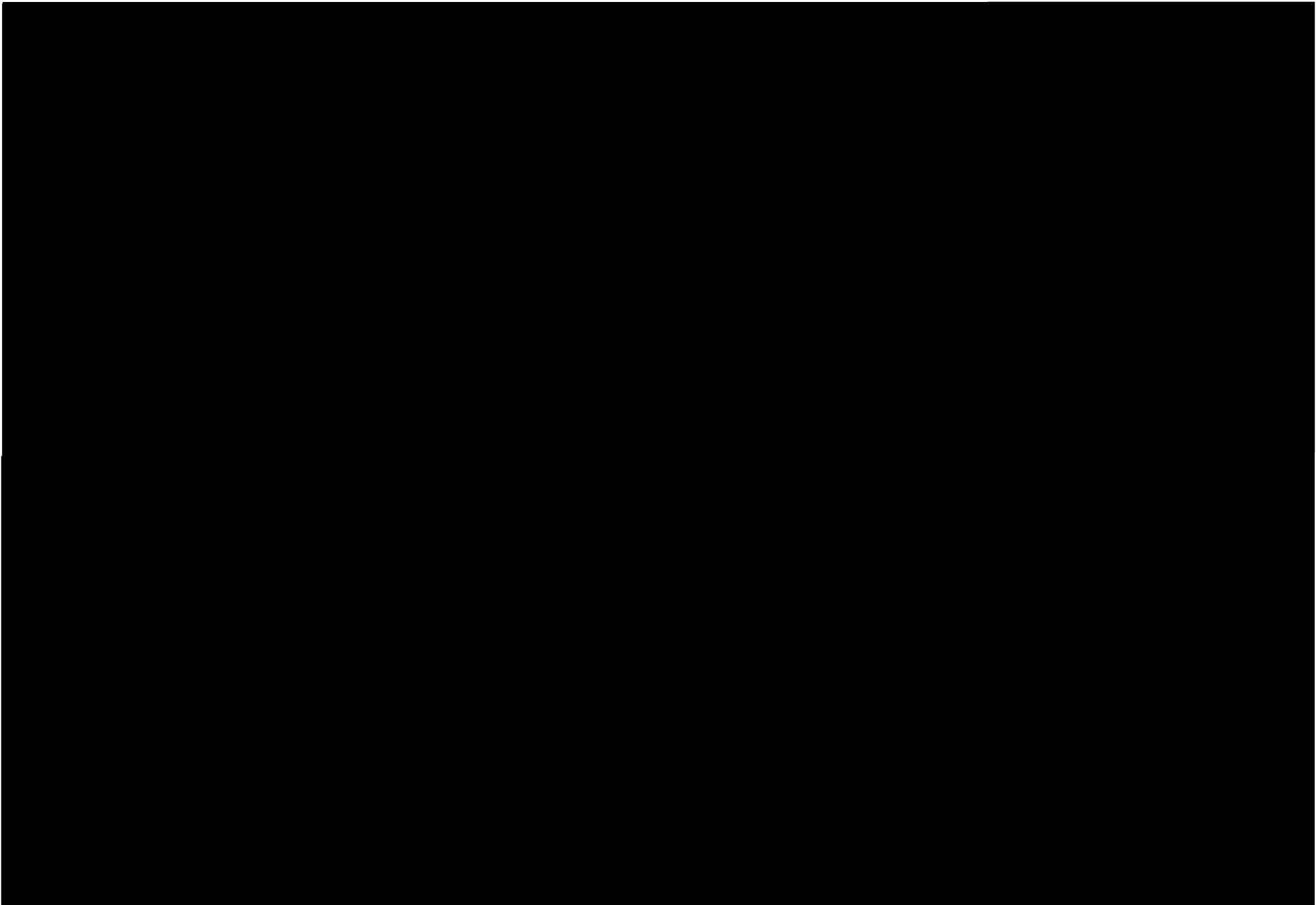
SCHEDULE C2

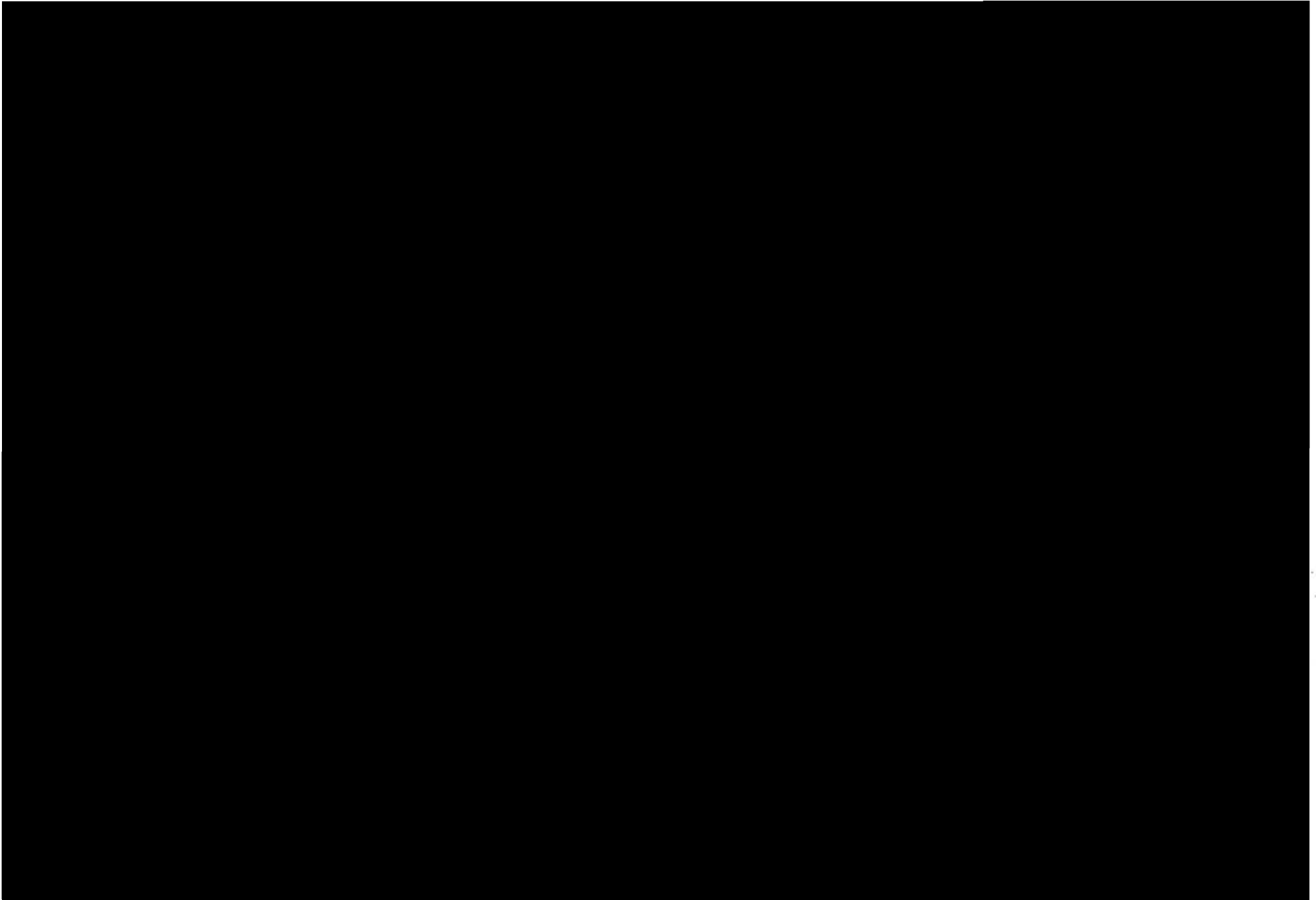
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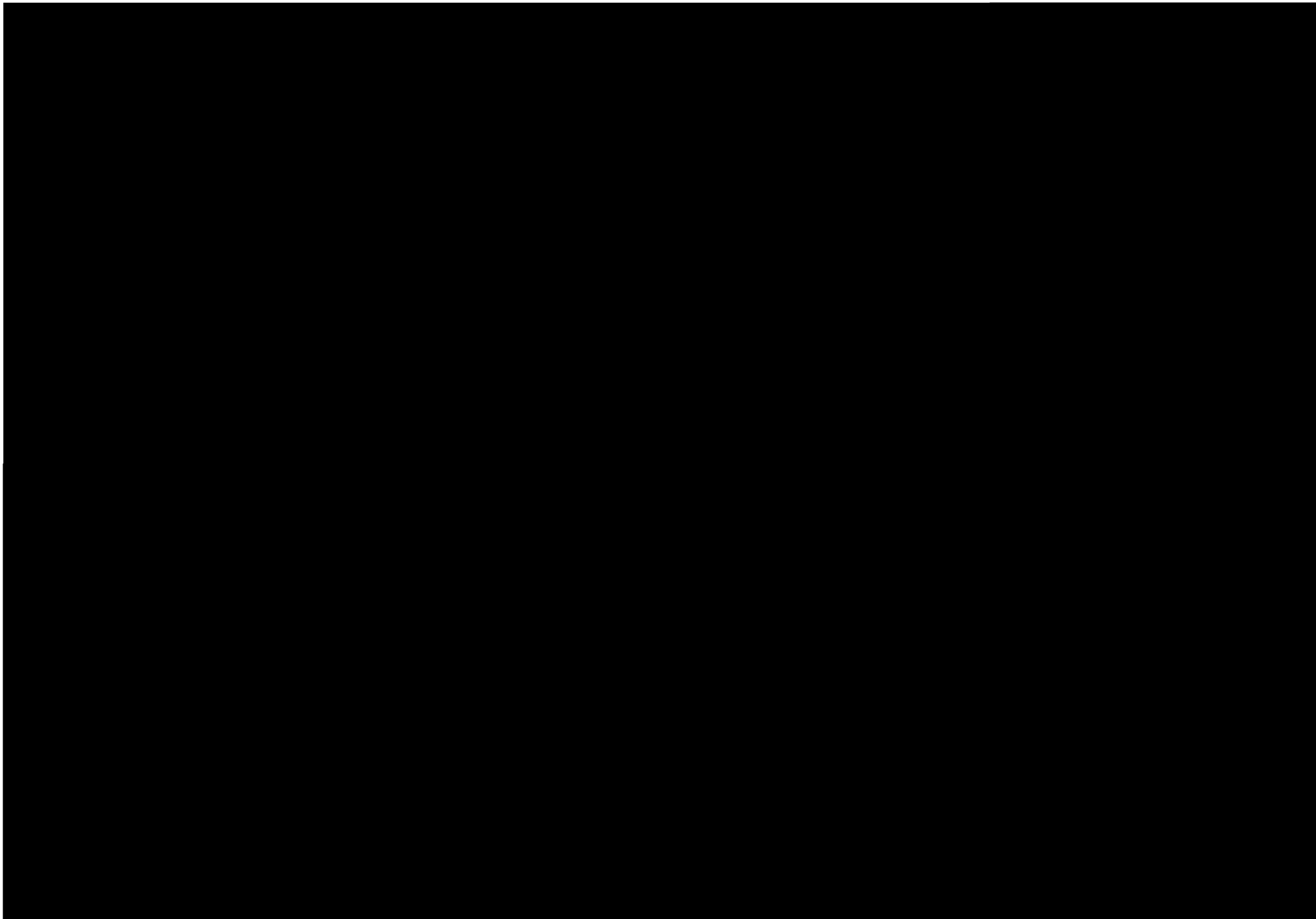


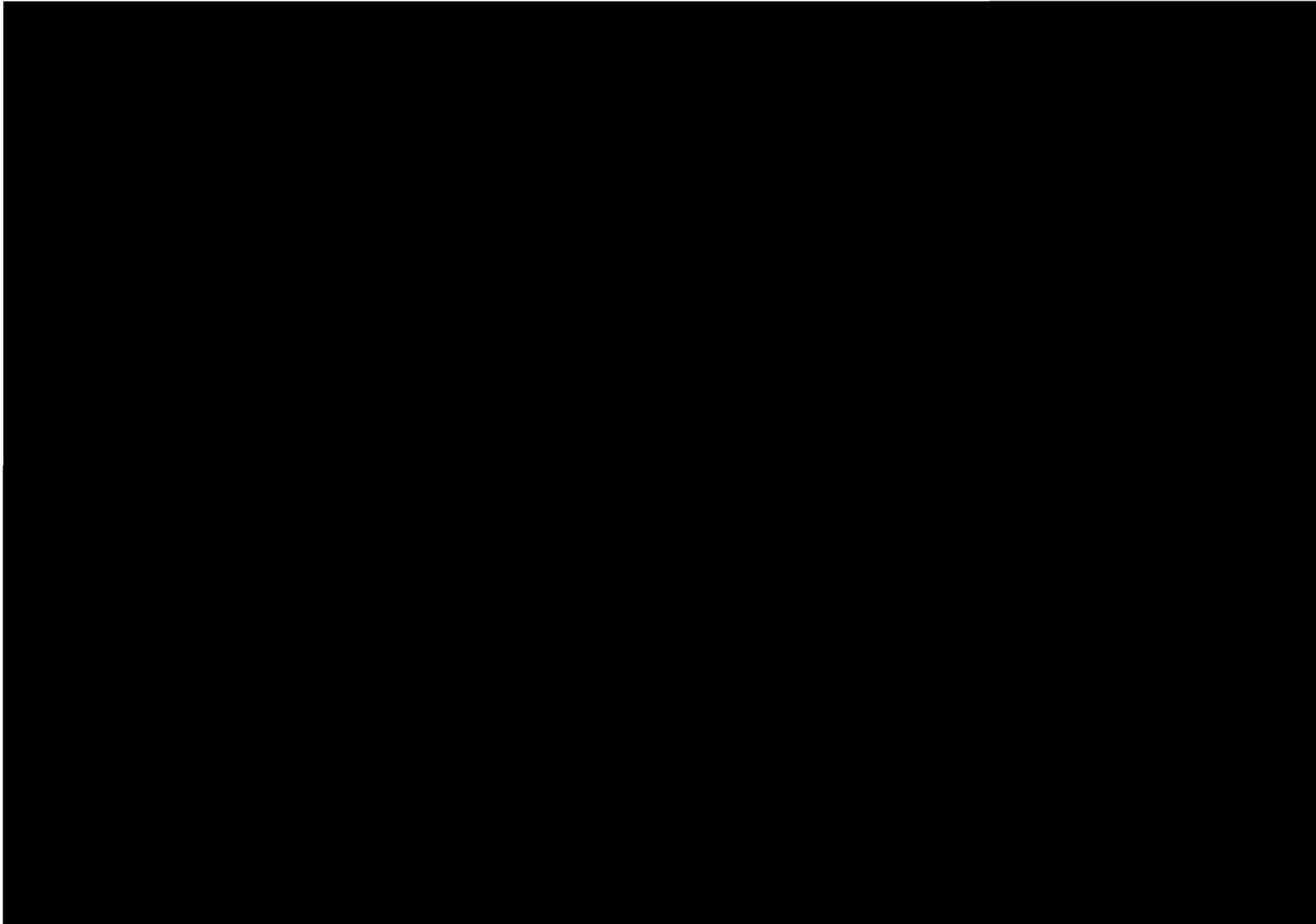


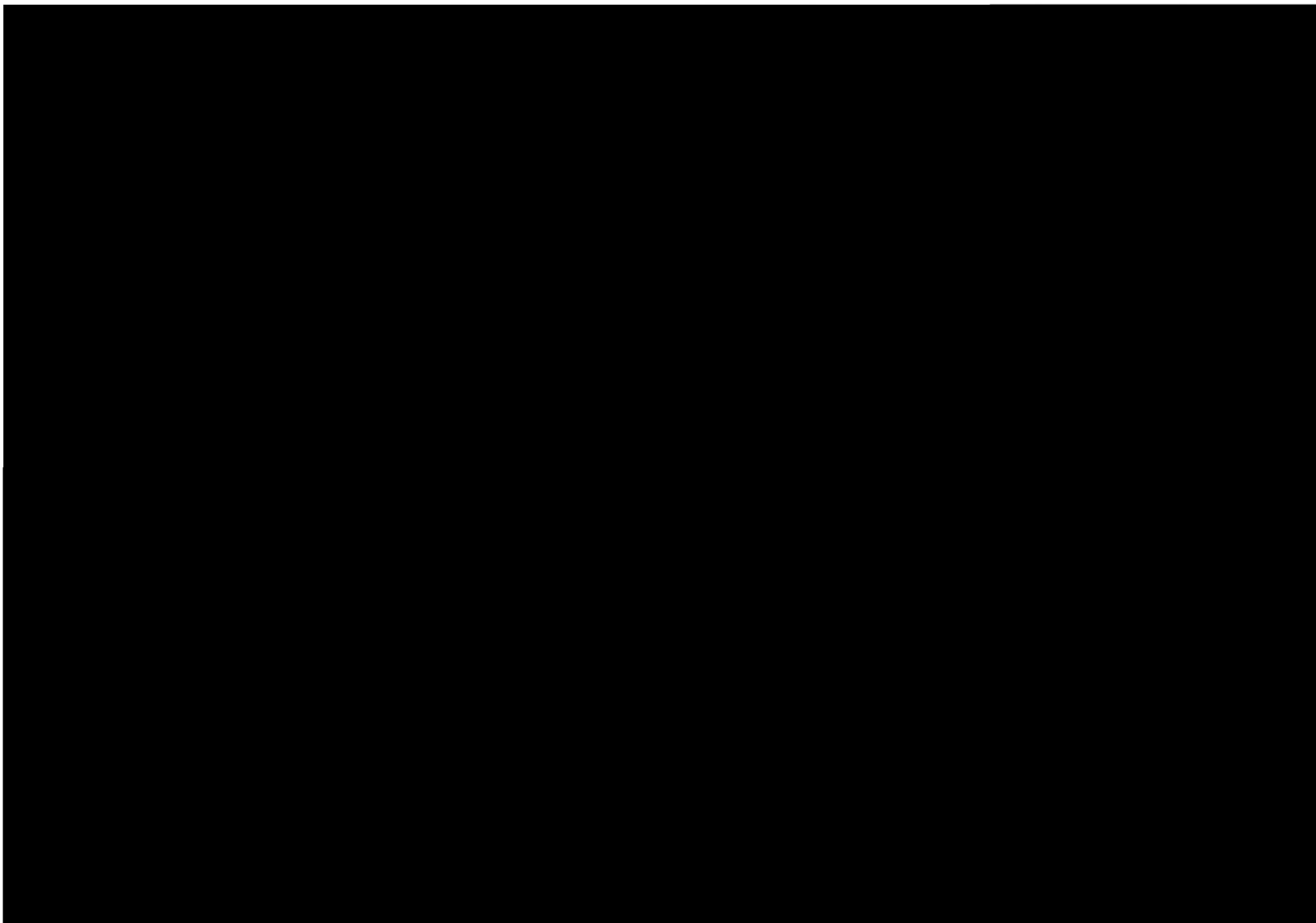


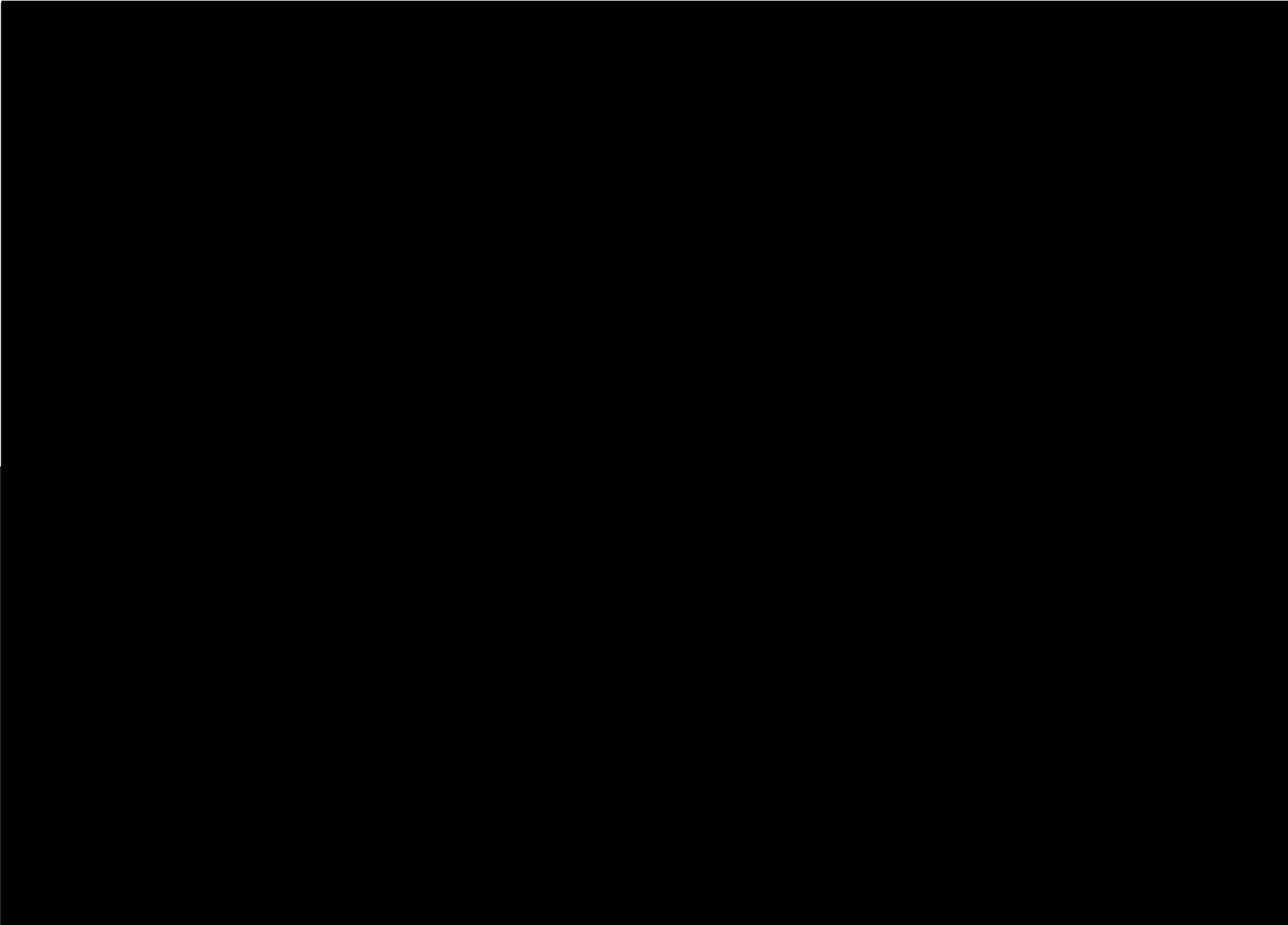


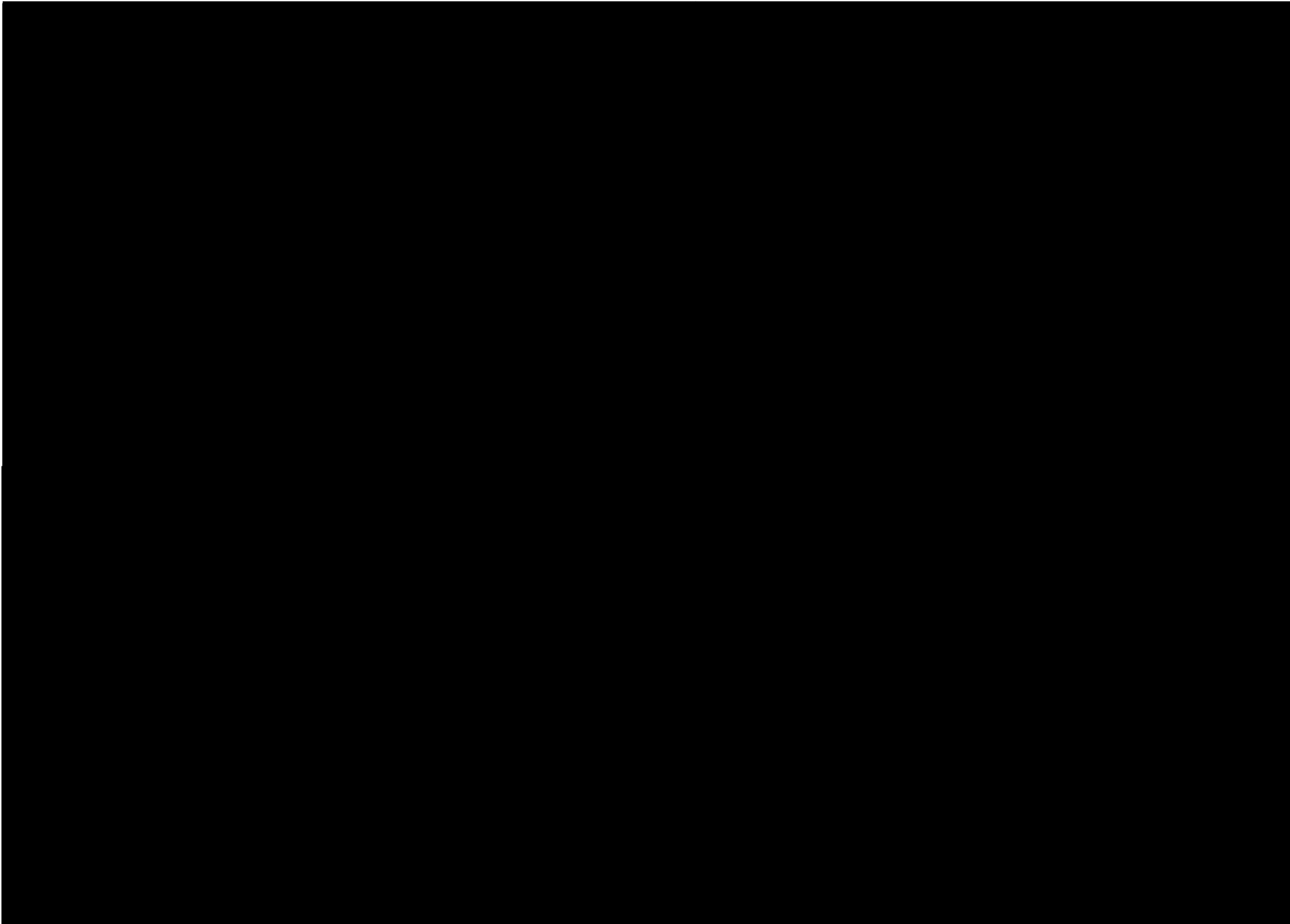


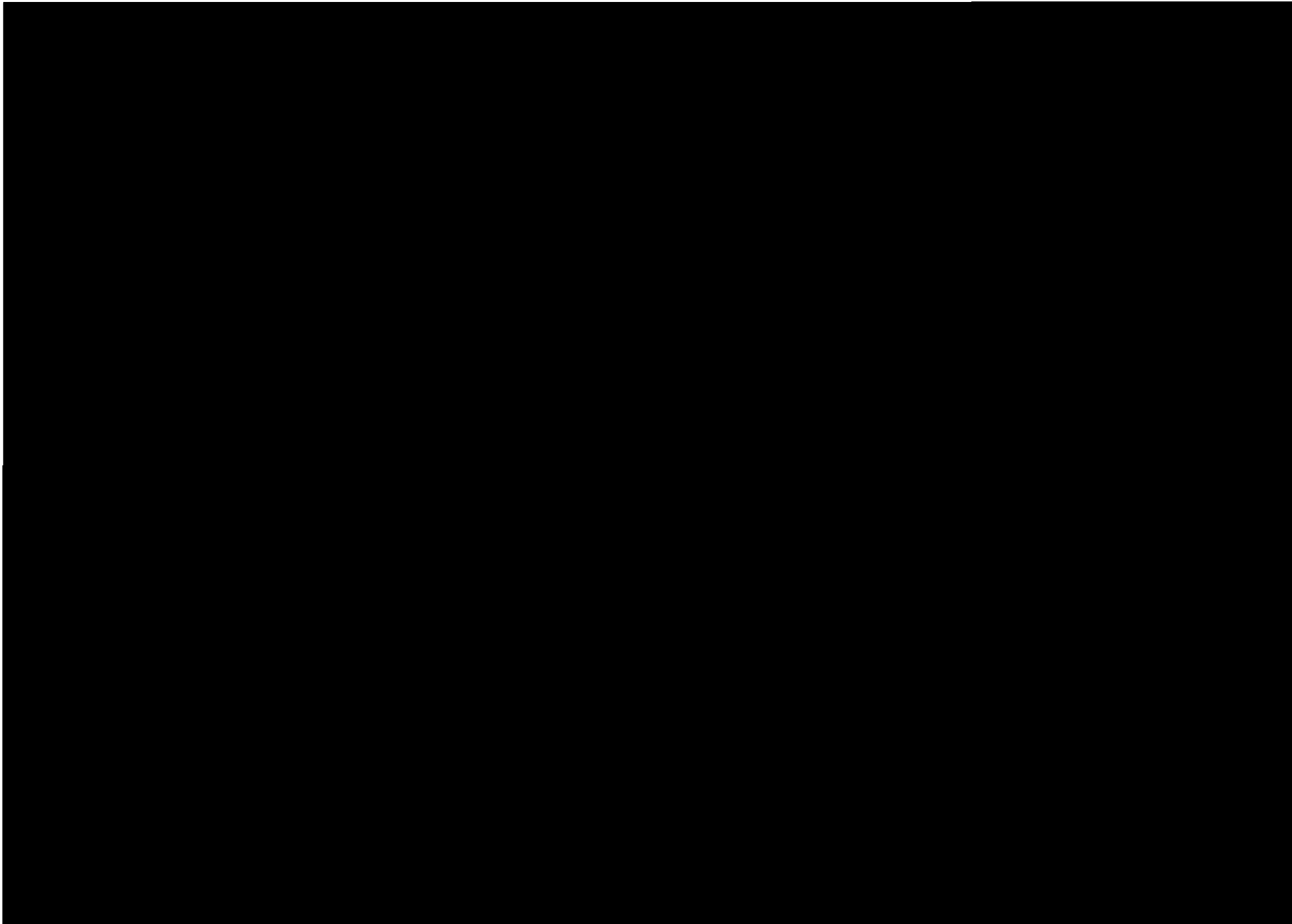


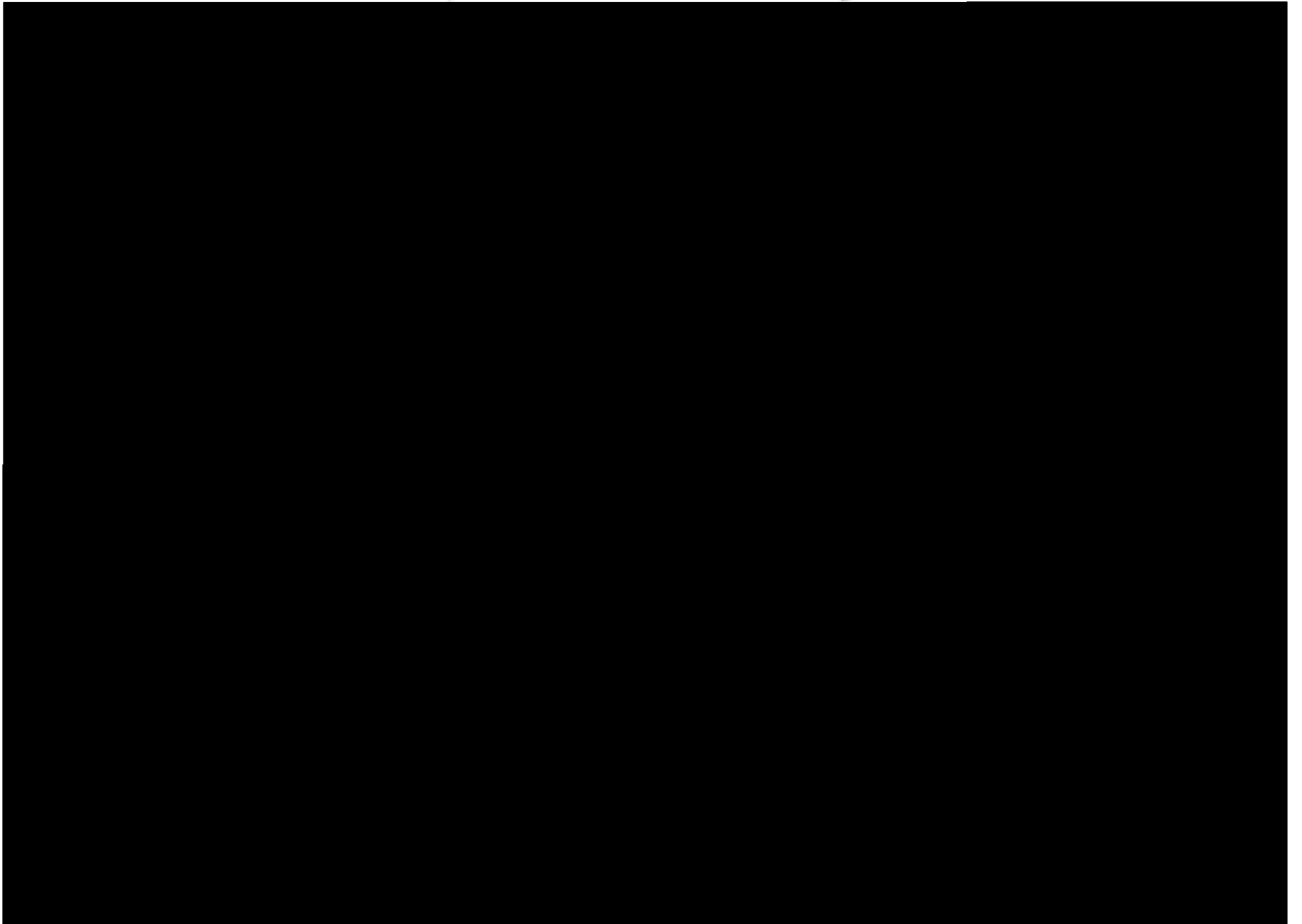


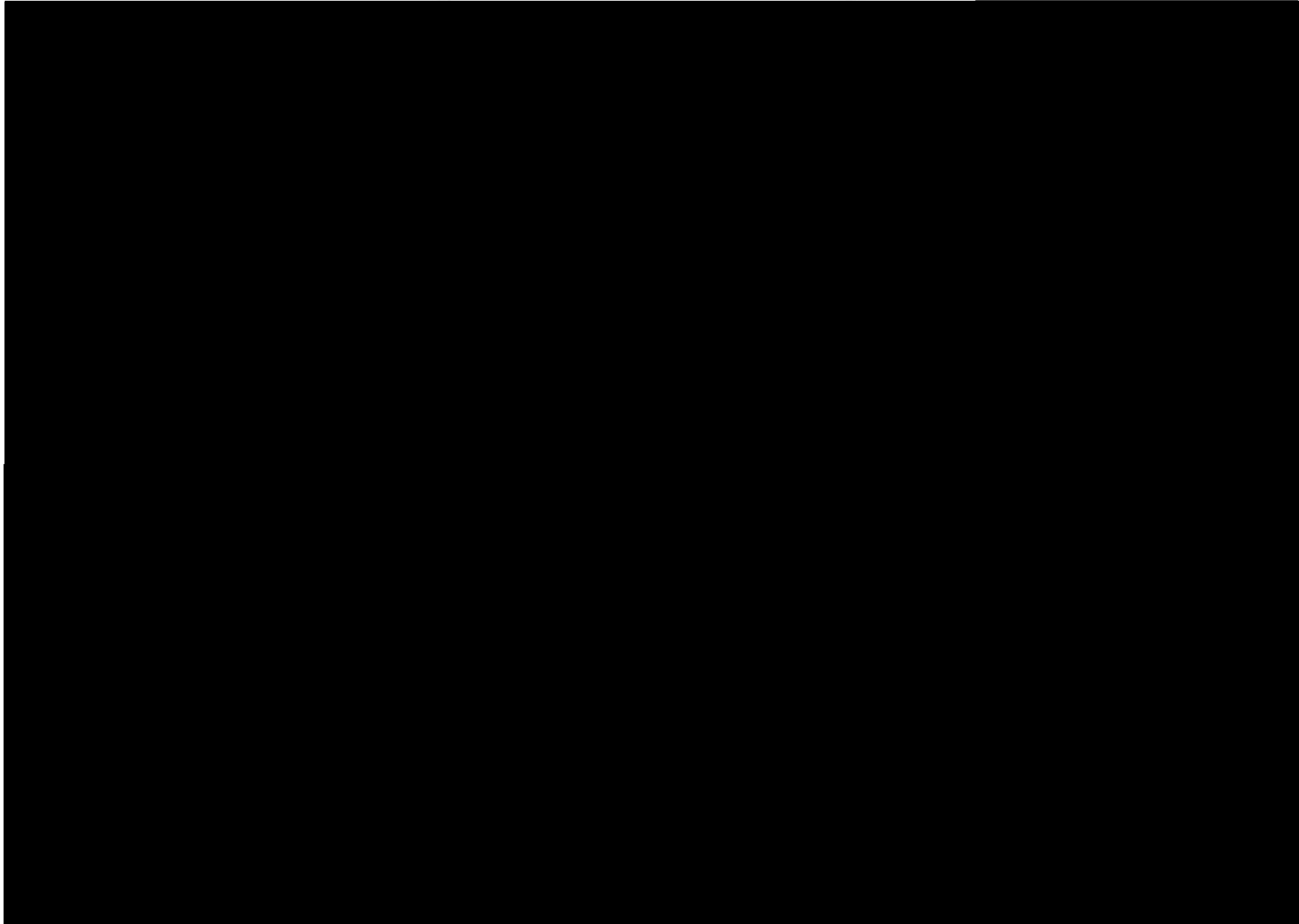


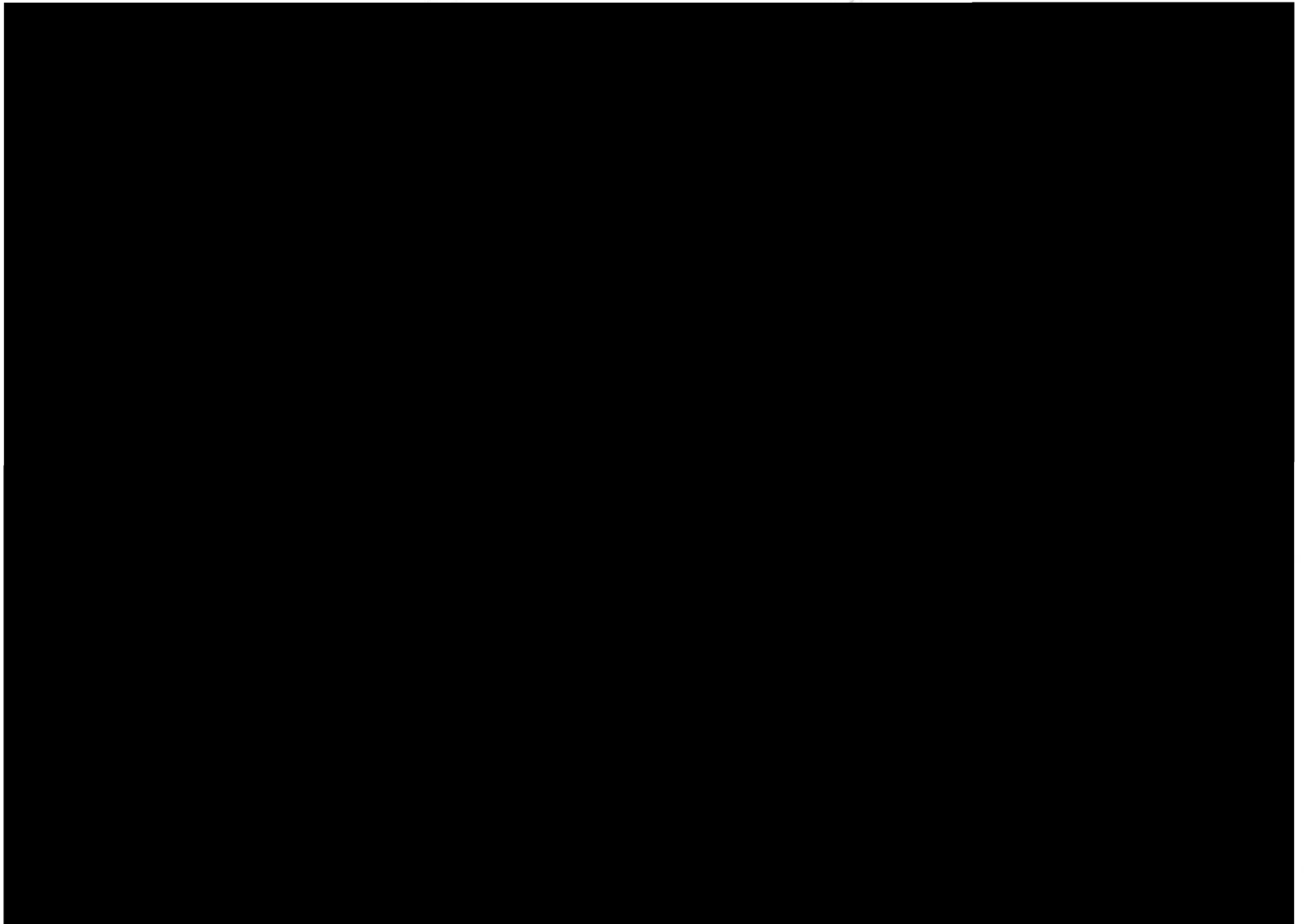


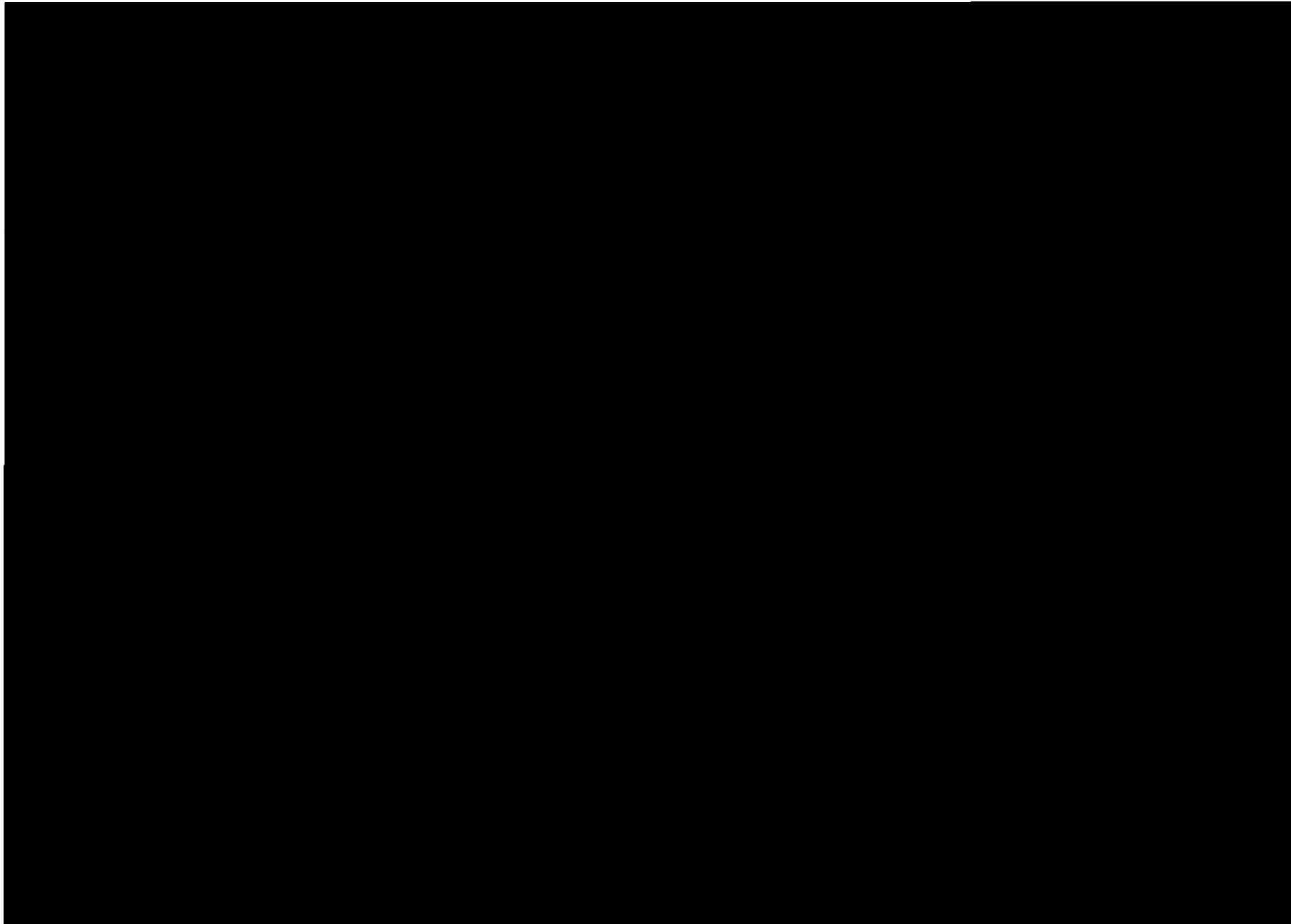


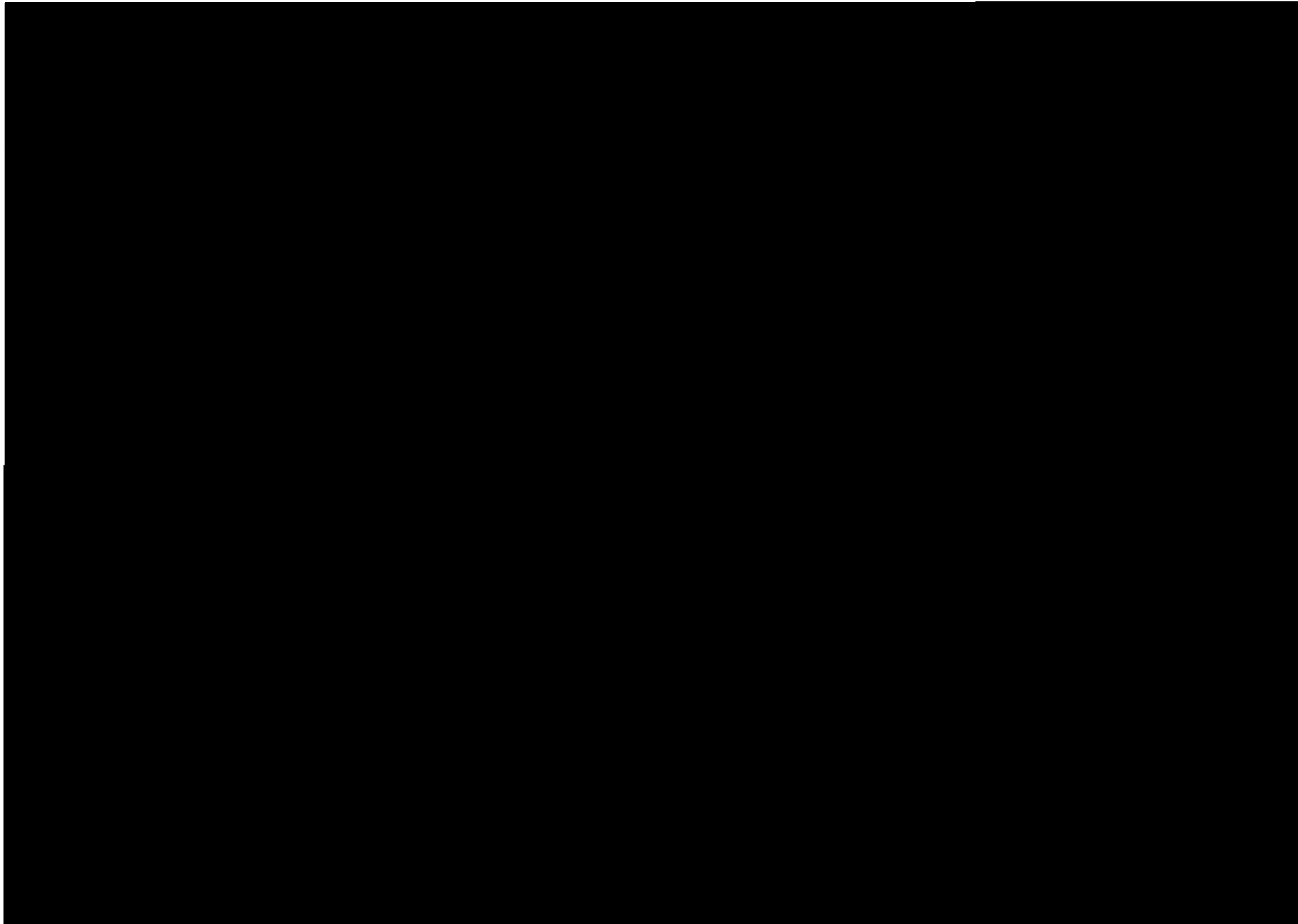


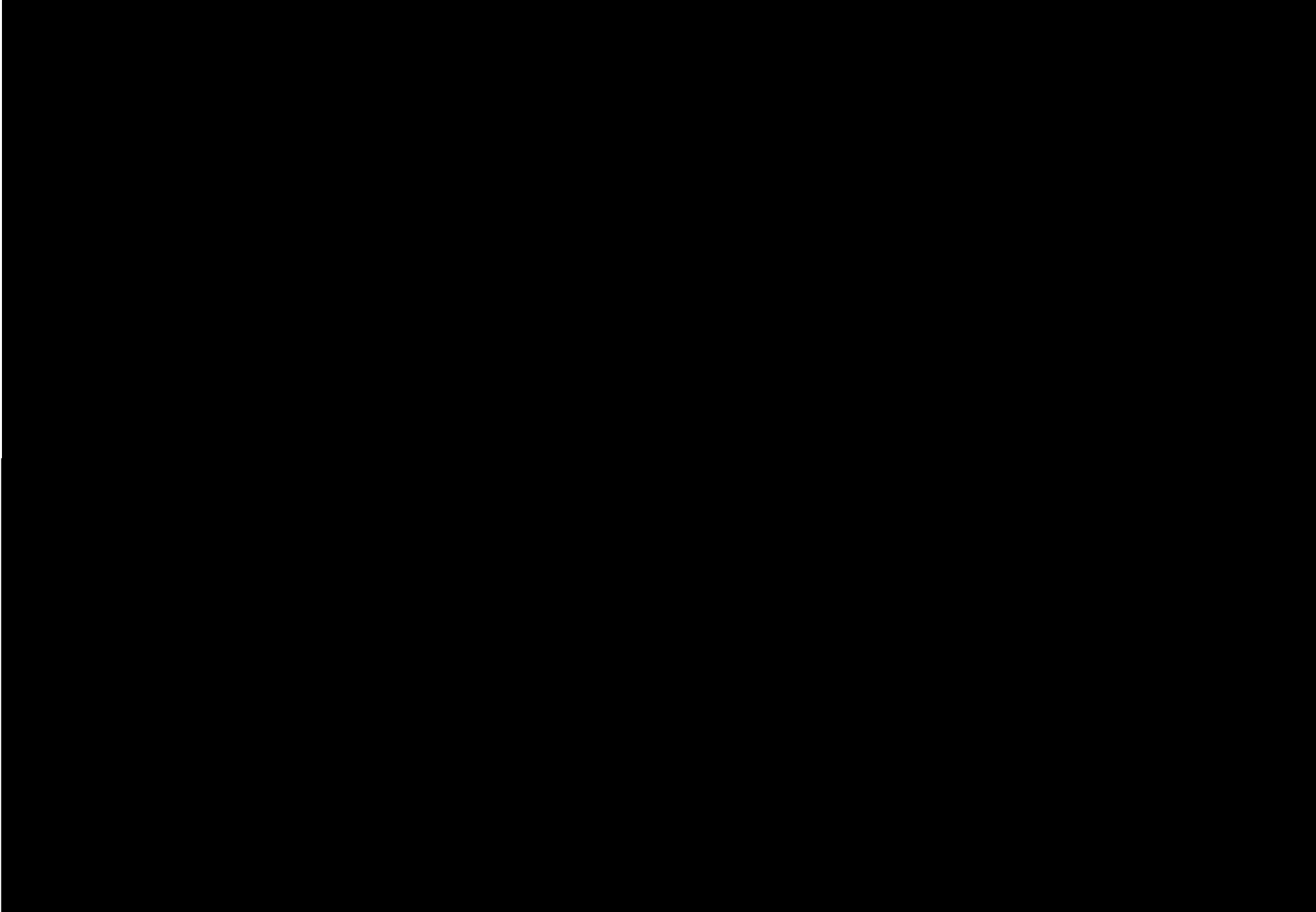


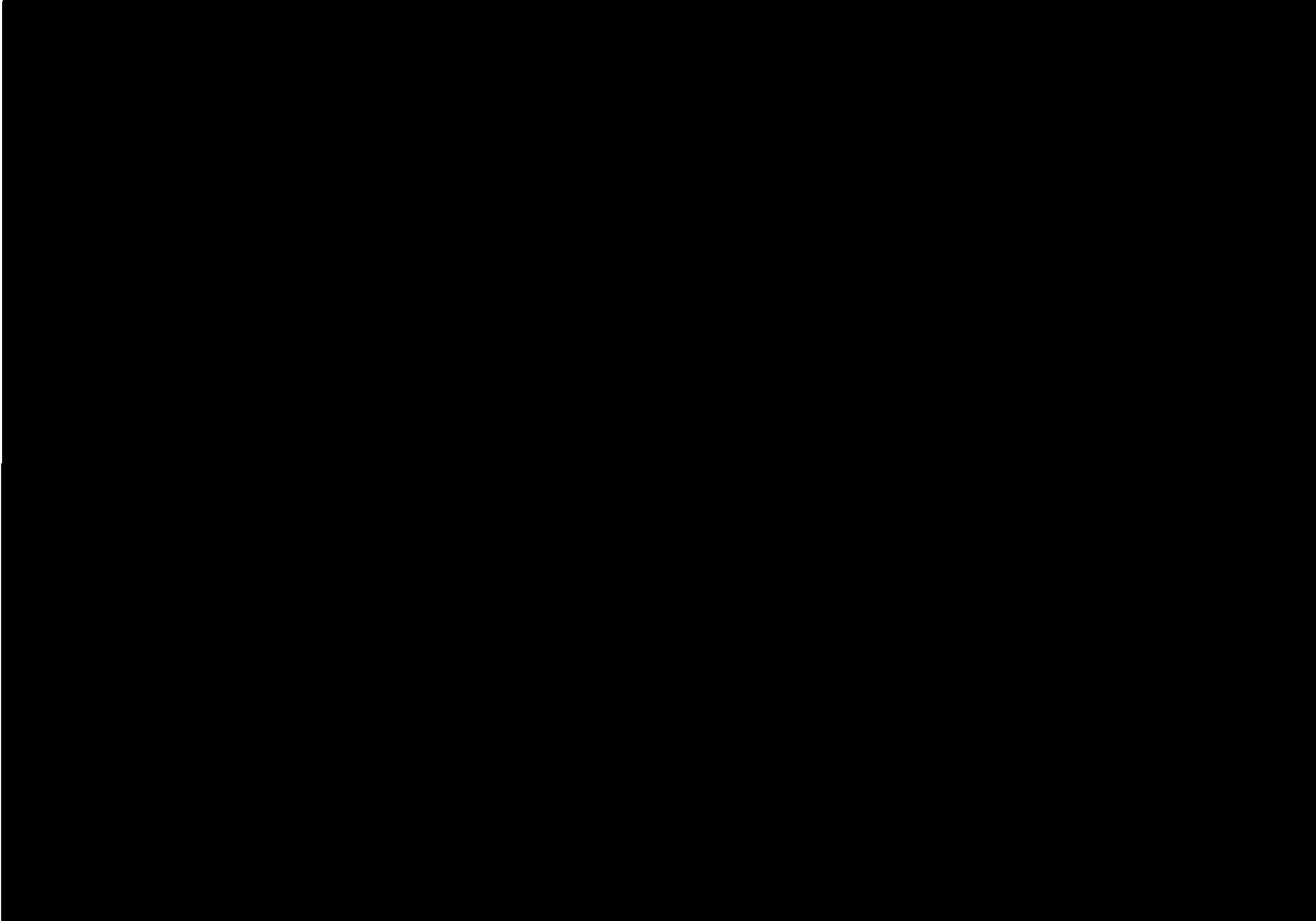


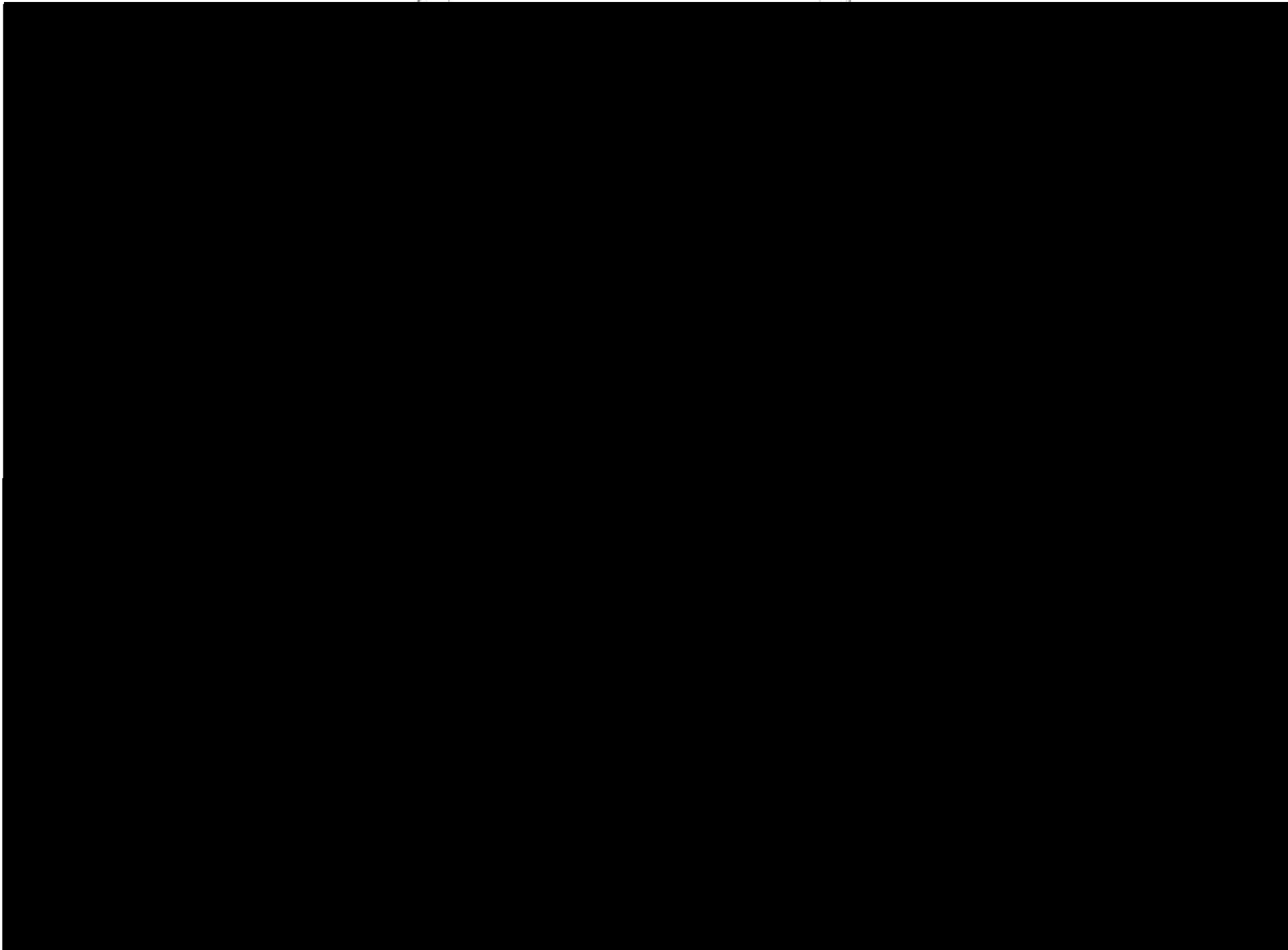




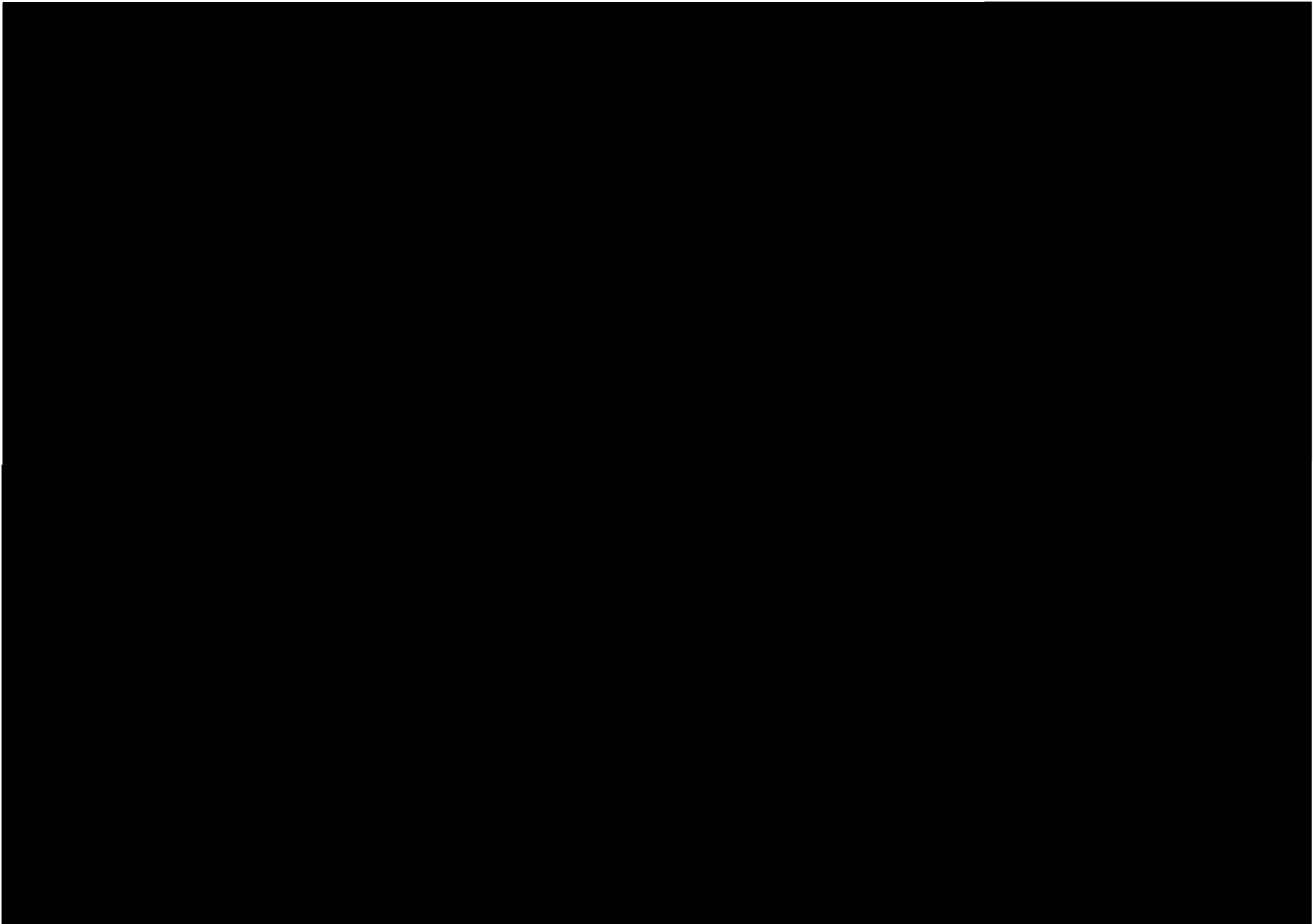


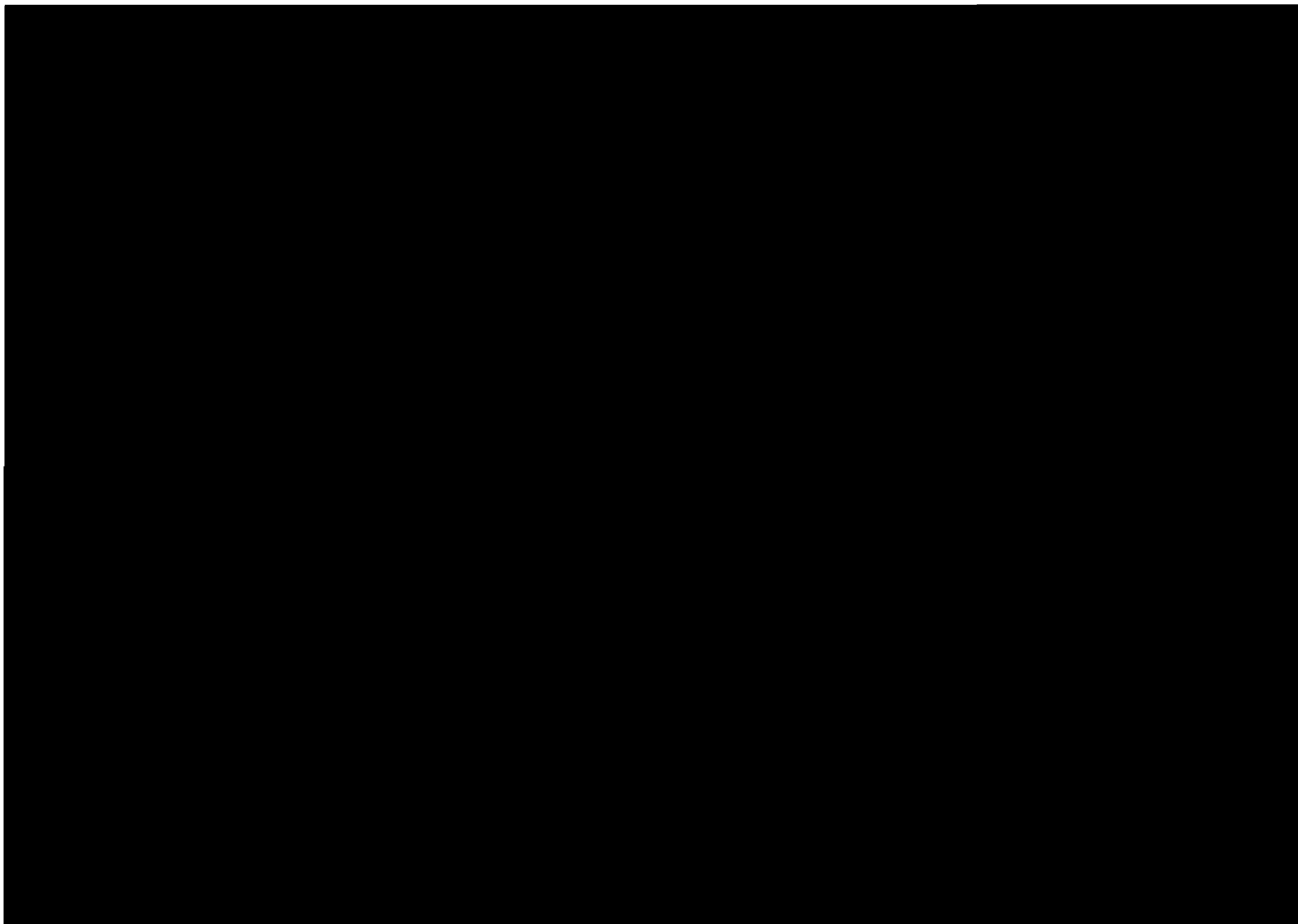


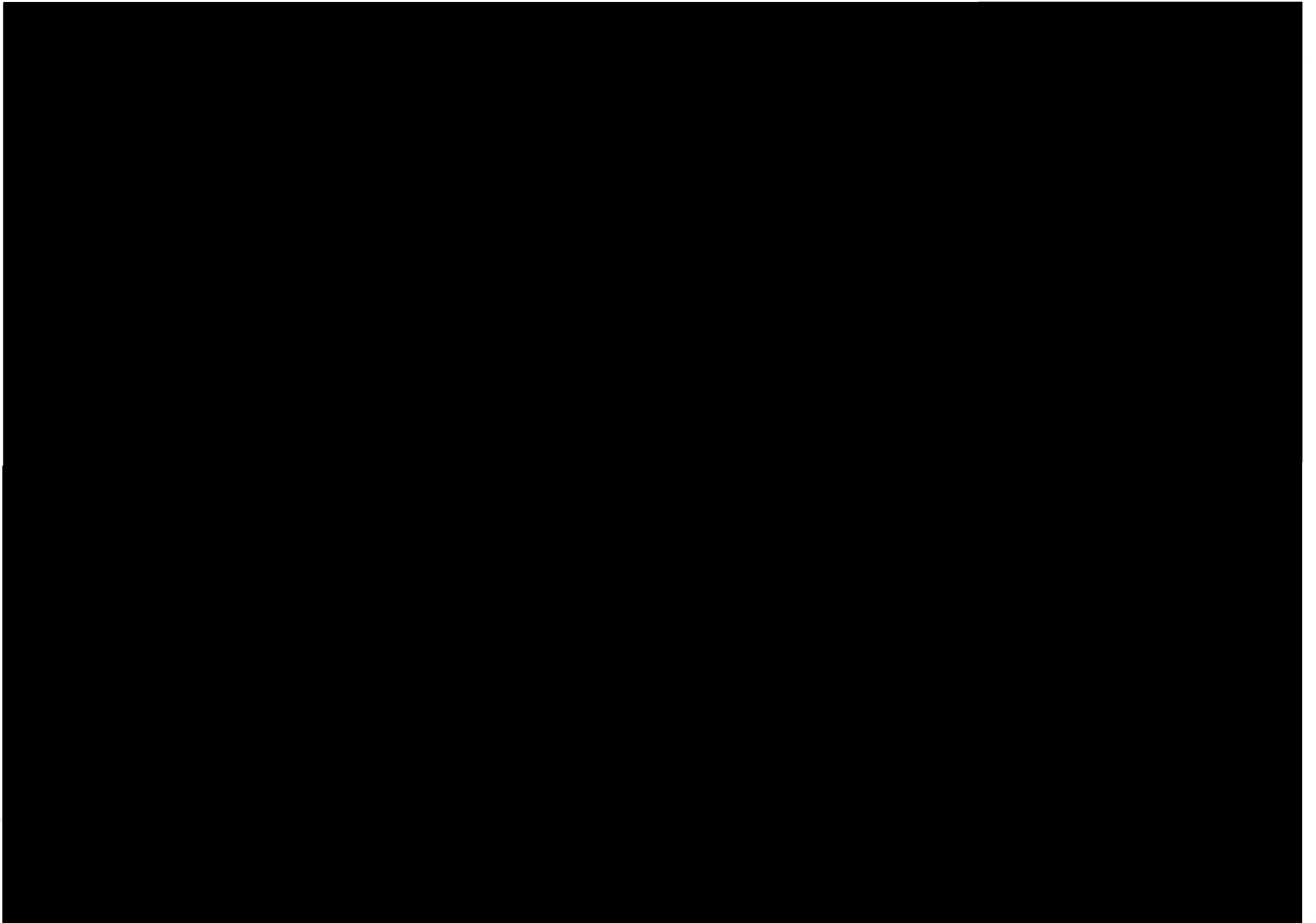


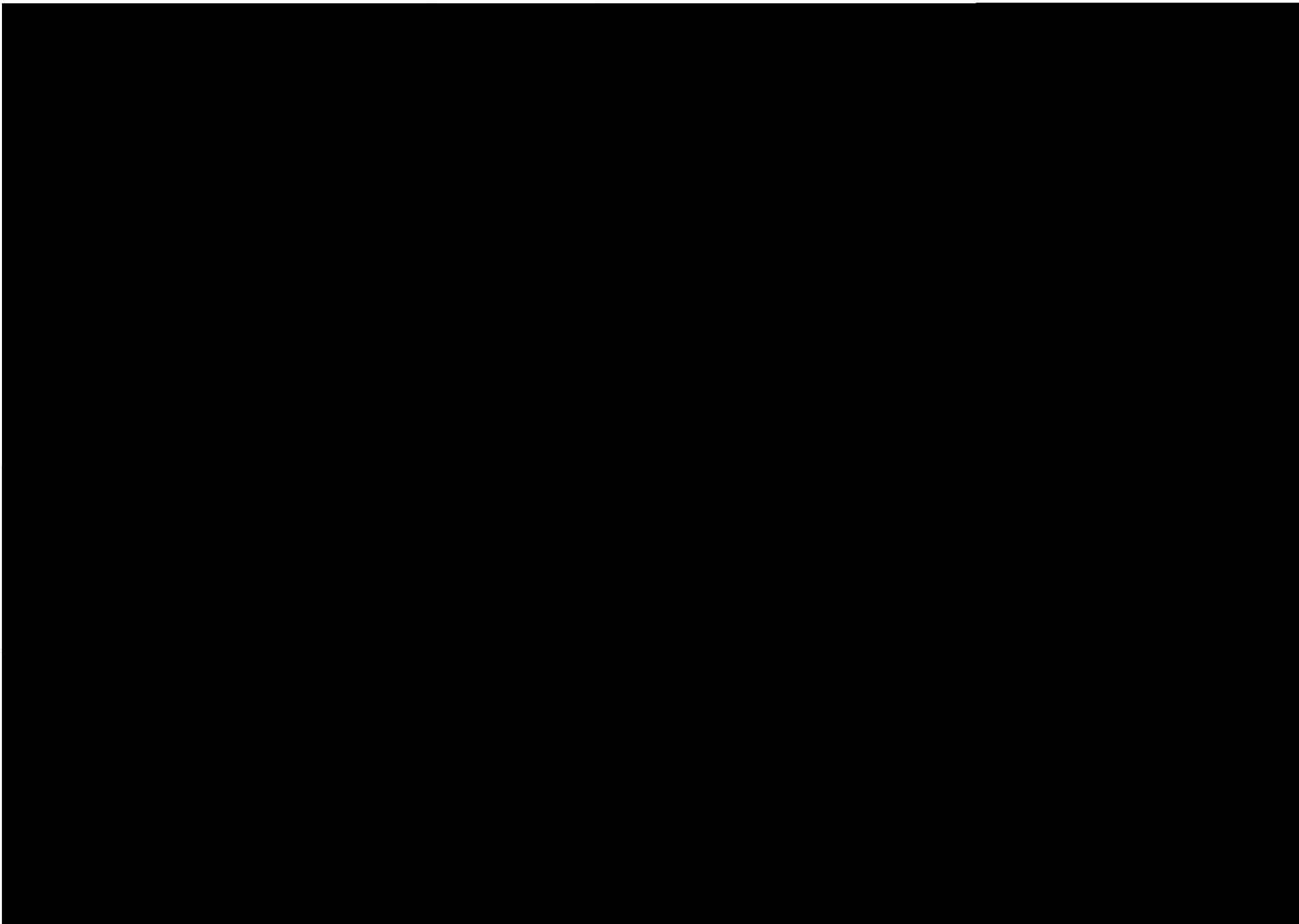


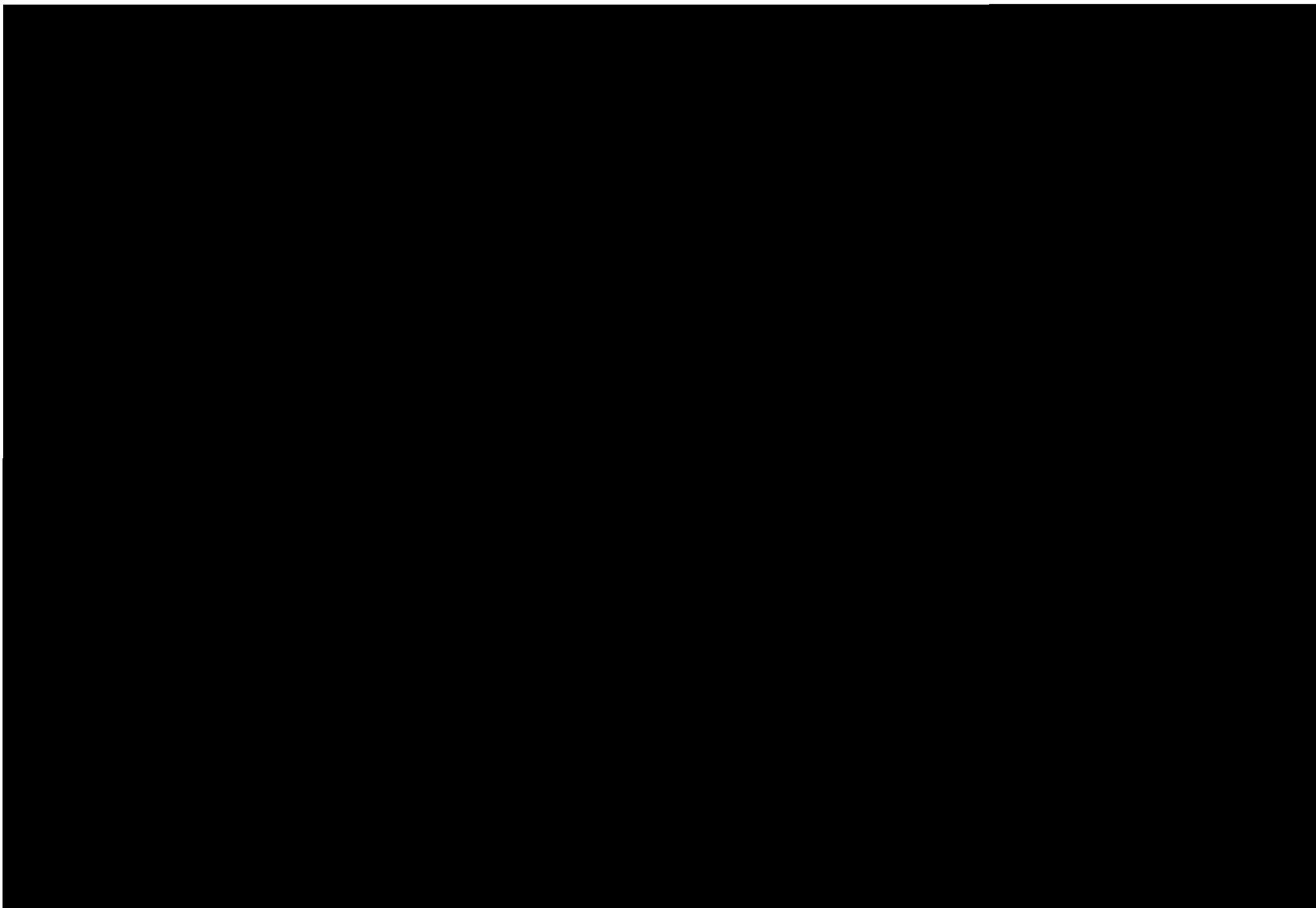


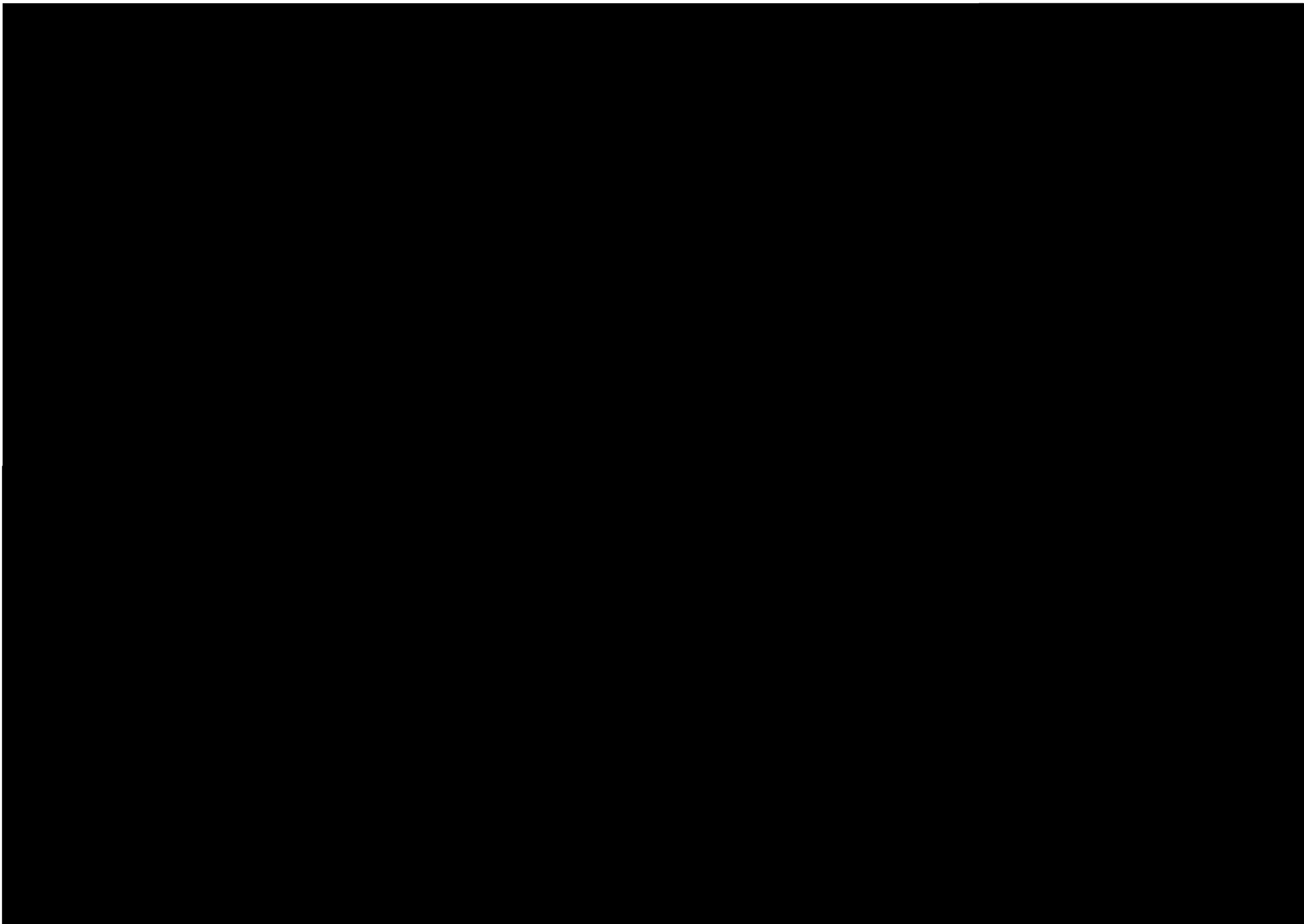


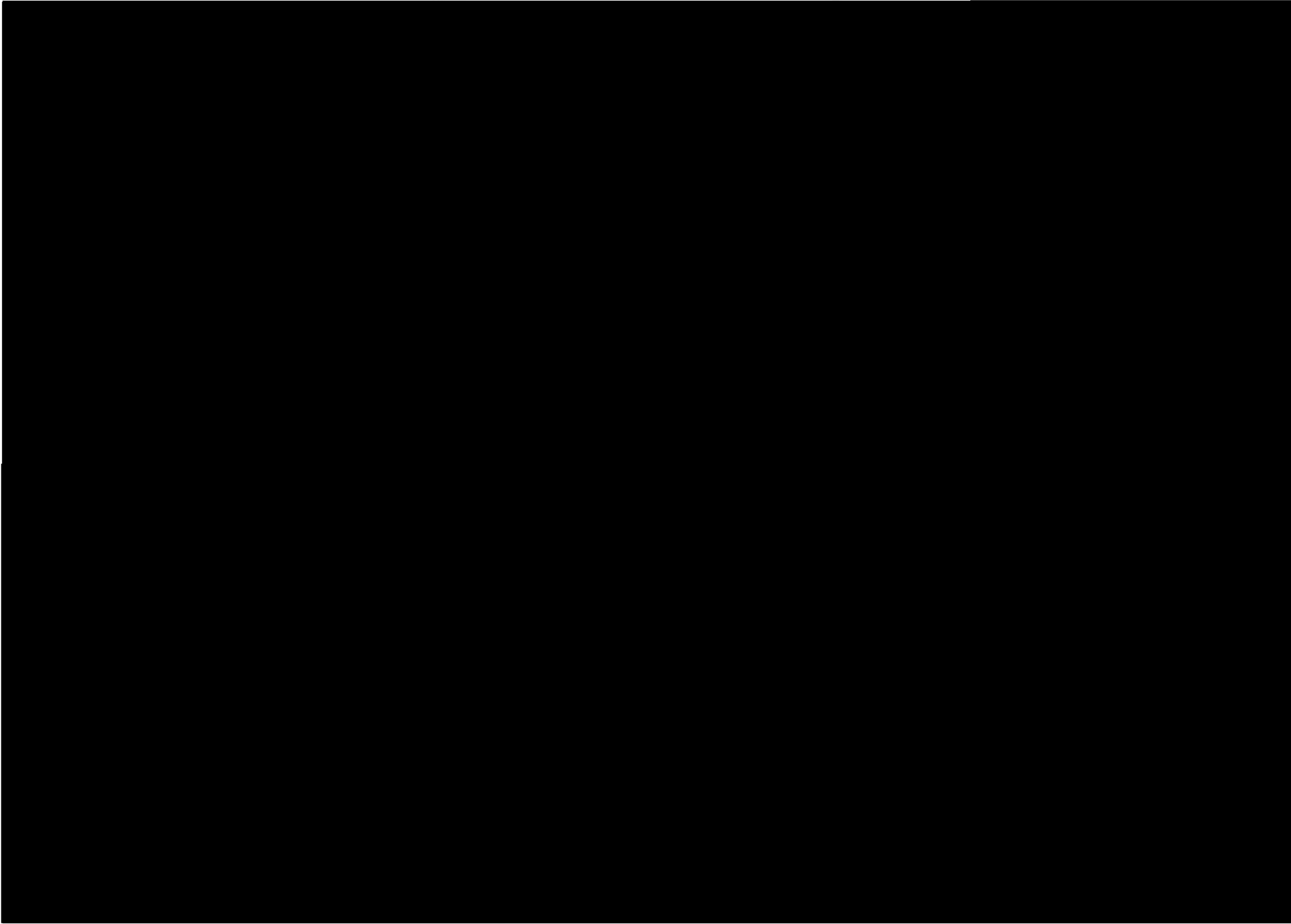




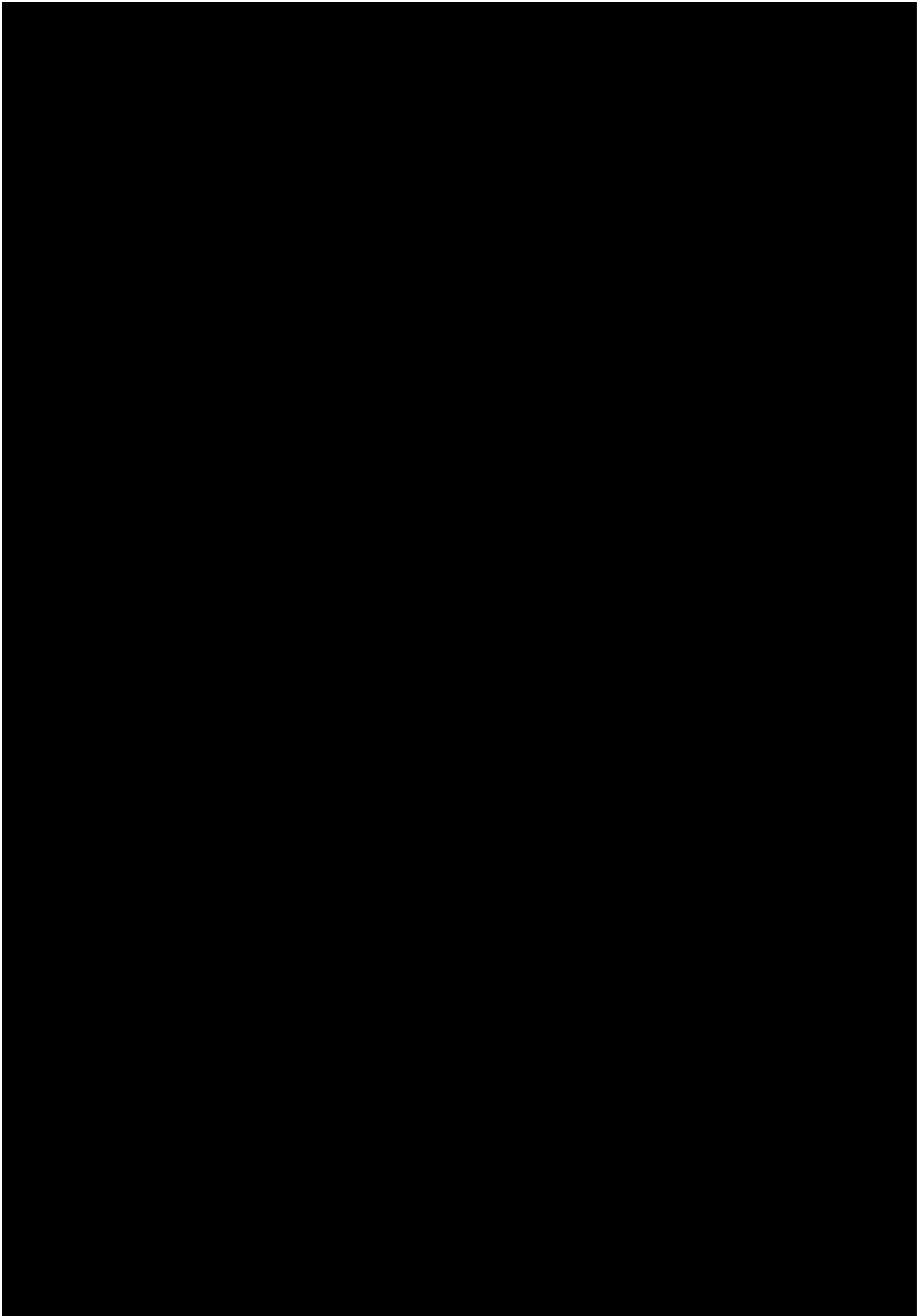


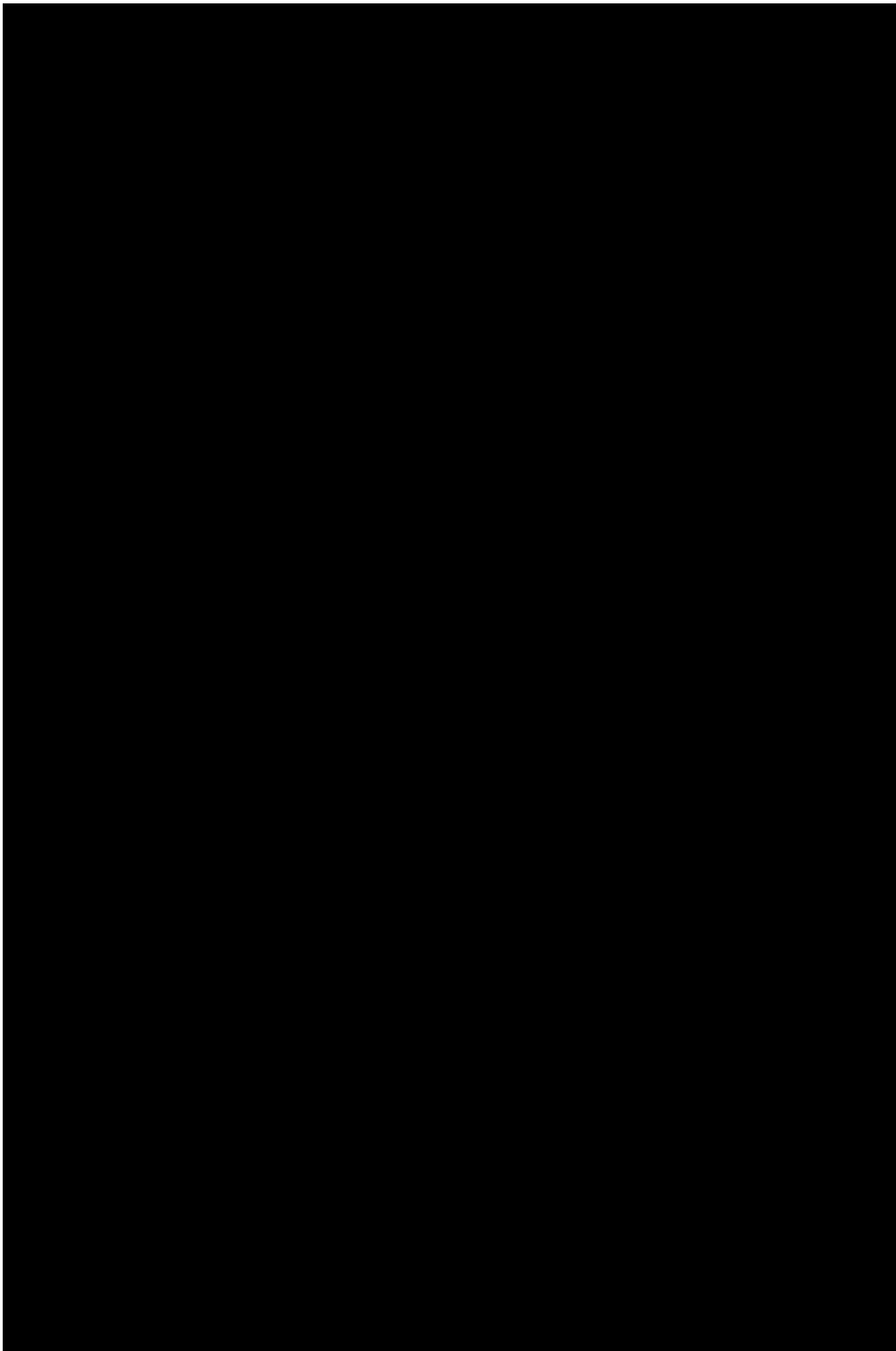






SCHEDULE C3







Crows Nest Station Development Over Station Development

Project Delivery Agreement (Development Lot A) –
Schedules

Part D (Access, Land and Property)

Contract No: 505A

Sydney Metro

ABN 12 354 063 515

and

Thirdi Crows Nest Lot A Pty Ltd

ACN 663 888 220

SCHEDULE D1

Site Access Schedule

(Clauses 1.1 and 8)

1. OVERVIEW AND SCOPE

1.1 General

- (a) This Schedule D1 identifies:
- (i) the Construction Site;
 - (ii) the Early Site Access Date for each part of the Construction Site;
 - (iii) the Site Access Date for each part of the Construction Site;
 - (iv) the Construction Licence Sunset Date for each part of the Construction Site (if applicable); and
 - (v) the restrictions on access, possession and use that will apply to access to or use of each part of the Construction Site by the Developer and its Associates.
- (b) This Schedule D1 is subject to the requirements of:
- (i) this deed; and
 - (ii) any other document or condition referred to in this Schedule D1 (including in the "Restrictions on access, possession and use" column of the table contained in section 3 of this Schedule D1).

1.2 References

In this Schedule D1:

- (a) an **Area** is a reference to an area of land depicted in the Construction Site Drawings with an individual Area reference (e.g. Area 'A1'); and
- (b) **Construction Site Drawings** is a reference to the drawings described in Table 1 of section 2.1 of this Schedule D1.

2. CONSTRUCTION SITE – DRAWINGS

2.1 Construction Site Drawings

- (a) This Schedule D1 contains the drawings identified in Table 1 of this section 2.1 which are included in Schedule F1 (*Electronic Files*) as electronic files.

Table 1 Drawings

Drawing Number	Revision	Drawing title	Electronic file reference
SK-OSD-10	00	OSD -SITE ACCESS	SMCSWSCN-SMC-SCN-AT-DWG-SK-OSD-10-00
SK-OSD-11	00	OSD -SITE ACCESS	SMCSWSCN-SMC-SCN-AT-DWG-SK-OSD-11-00

Drawing Number	Revision	Drawing title	Electronic file reference
SK-OSD-12	00	OSD -SITE ACCESS	SMCSWSCN-SMC-SCN-AT-DWG-SK-OSD-12-00
SK-OSD-13	00	OSD -SITE ACCESS	SMCSWSCN-SMC-SCN-AT-DWG-SK-OSD-13-00
SMCSWSCN-SMC-SCN-AT-DWG-110000	00	ARCHITECTURE BUILDING SET OUT	SMCSWSCN-SMC-SCN-AT-DWG-110000.00.AFC.00.01

2.2 Explanation of section 3

The table in section 3 of this Schedule D1 comprises five columns as follows:

- (a) "Area of the Construction Site" specifies the specific area within the Construction Site;
- (b) "Early Site Access Date" is the earliest date on which, if the Principal's Representative gives the Developer a notice under clause 8.2(b) (*Early access to the Construction Site*), the Construction Licence in respect of the land referred to in the corresponding "Area of the Construction Site" column may commence, and must be read in conjunction with the "Restrictions upon access, possession and use" columns;
- (c) "Site Access Date" is the date on which the Principal must give the Developer access to the land referred to in the corresponding "Area of the Construction Site" column, and must be read in conjunction with the corresponding "Restrictions on access, possession and use" columns;
- (d) "Construction Licence Sunset Date" is the date on which, if the Principal has not provided the Developer with access to the land referred to in the corresponding "Area of the Construction Site" column, the Principal may give the Developer notice pursuant to clause 30.6 (*Access termination event*) requesting the Executive Negotiators to meet; and
- (e) "Restrictions on access, possession and use" either:
 - (i) contains a cross reference to a document or clause; or
 - (ii) specifies terms and conditions,

with which the Developer must comply in accessing or occupying the land referred to in the corresponding "Area of the Construction Site" column.

2.3 General terms and restrictions upon access

The "Restrictions on access, possession and use" column of section 3 in this Schedule D1 does not limit the Developer's obligations to comply with this deed or the Project Plans.

2.4 Boundaries

- (a) Subject to section 2.4(b) of this Schedule D1, each Area in the Construction Site Drawings contains the land enclosed by the plan area represented for that Area in the Construction Site Drawings.
- (b) Areas in the Construction Site Drawings are unrestricted in height and depth above and below the plan area represented in the Construction Site Drawings, unless a limit is specified in the Construction Site Drawings or this Schedule D1.

3. **LAND FORMING PART OF THE CONSTRUCTION SITE**

No	Area of the Construction Site	Early Site Access Date	Site Access Date	Construction Licence Sunset Date	Restrictions on access, possession and use
1.	Area A1 as shown on Construction Site Drawings SK-OSD-11, SK-OSD-12 and SK-OSD-13	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2.	Area A2.1 as shown on Construction Site Drawings SK-OSD-11 and SK-OSD-13	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3.	Area A2.2 as shown on Construction Site Drawings SK-OSD-11 and SK-OSD-13	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4.	Area A2.3 as shown on Construction Site Drawings SK-OSD-11 and SK-OSD-13	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
5.	Area A3 as shown on Construction Site Drawings SK-OSD-11 and SK-OSD-13	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6.	Area A4 as shown on Construction Site Drawings SK-OSD-12 and SK-OSD-13	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SCHEDULE D2

Existing Encumbrances

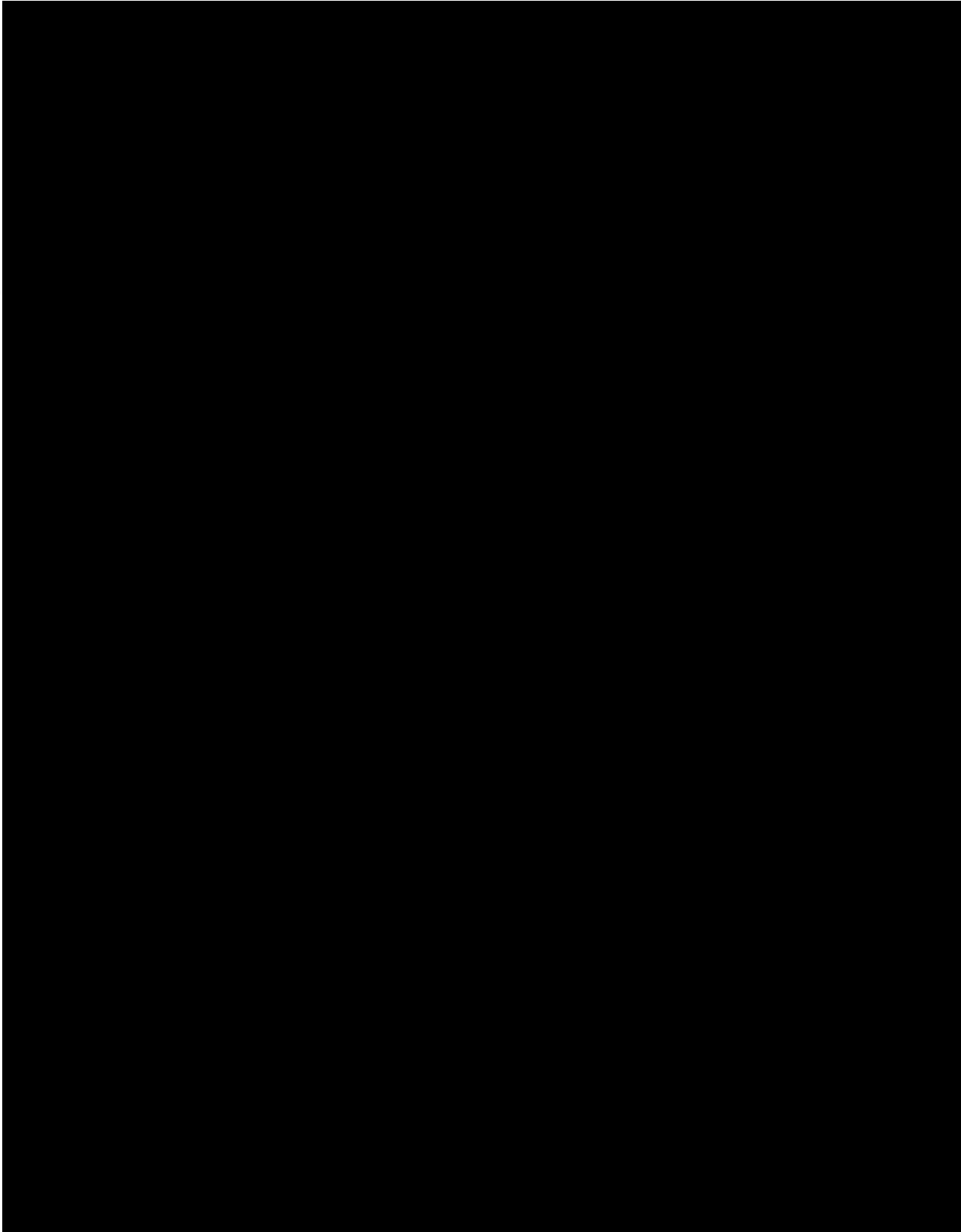
(Clauses 1.1 and 8.10(a))

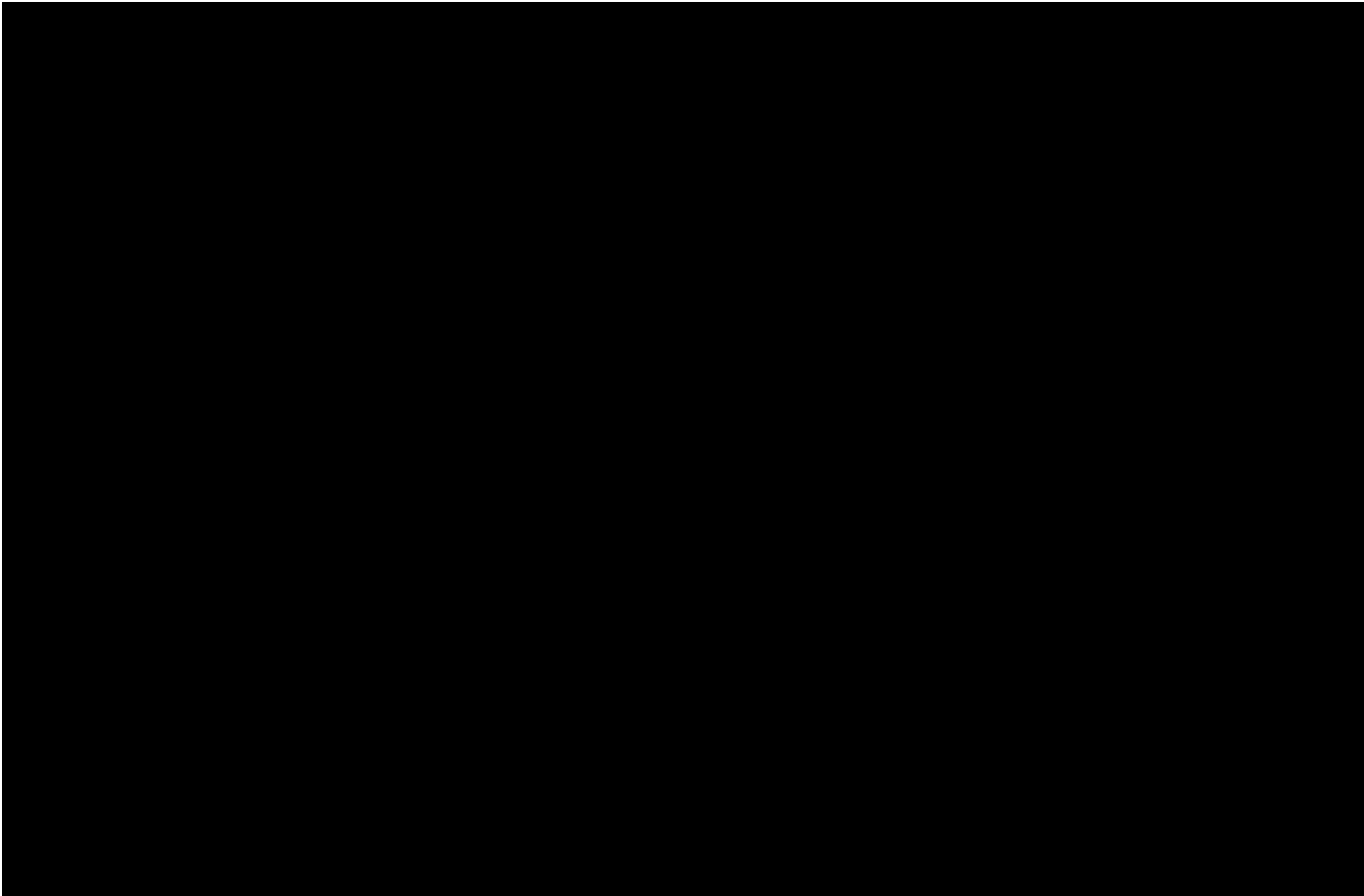
Item	Registered dealing number (if applicable)	Information
1.	N/A (unregistered)	Substation lease to Alpha Distribution Ministerial Holding Corporation together with relevant easements – site yet to be determined
2.	N/A (unregistered)	Substation lease to Alpha Distribution Ministerial Holding Corporation together with relevant easements – site yet to be determined

SCHEDULE D3

Transfer of Title

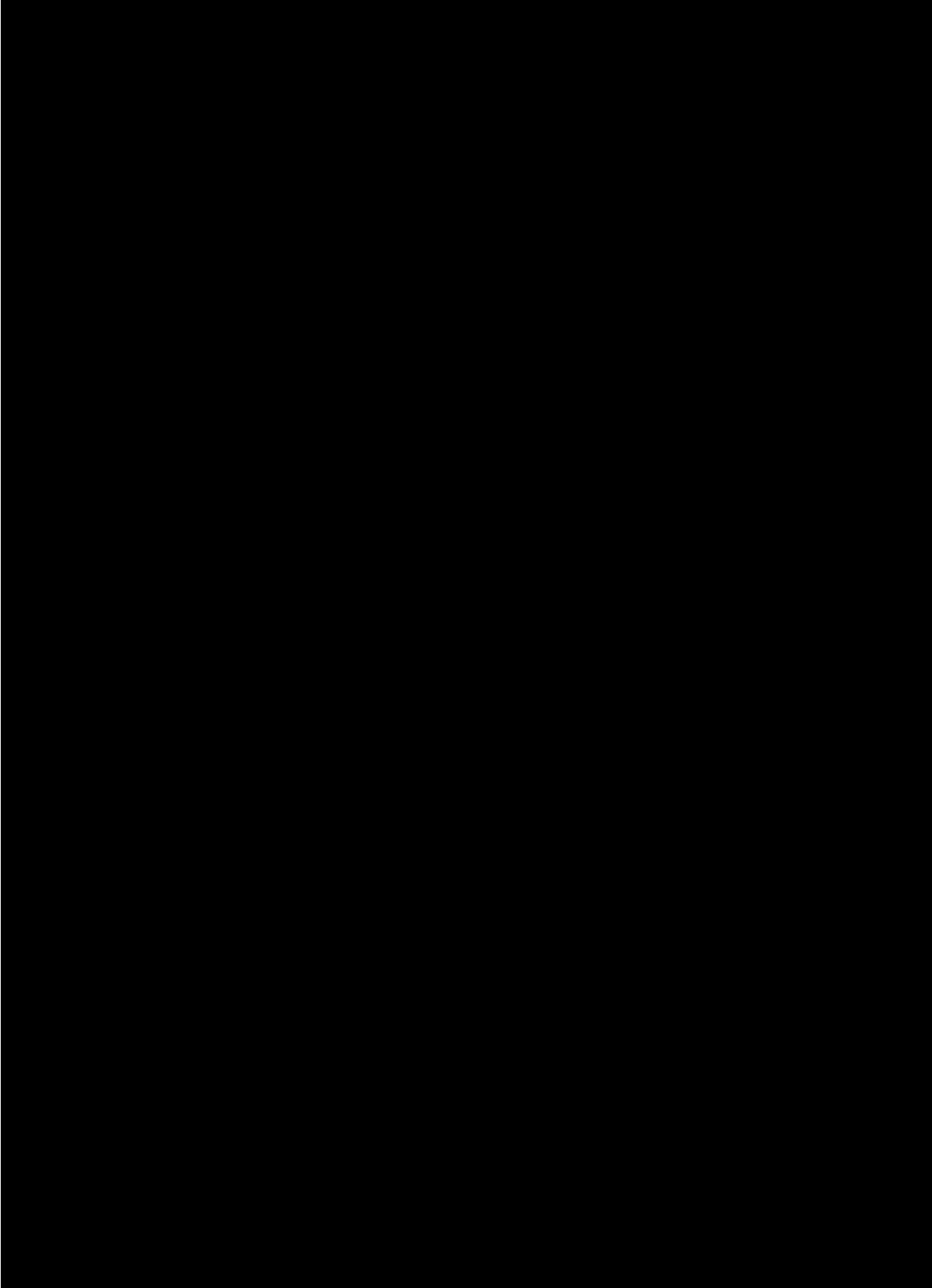
(Clause 25.2)

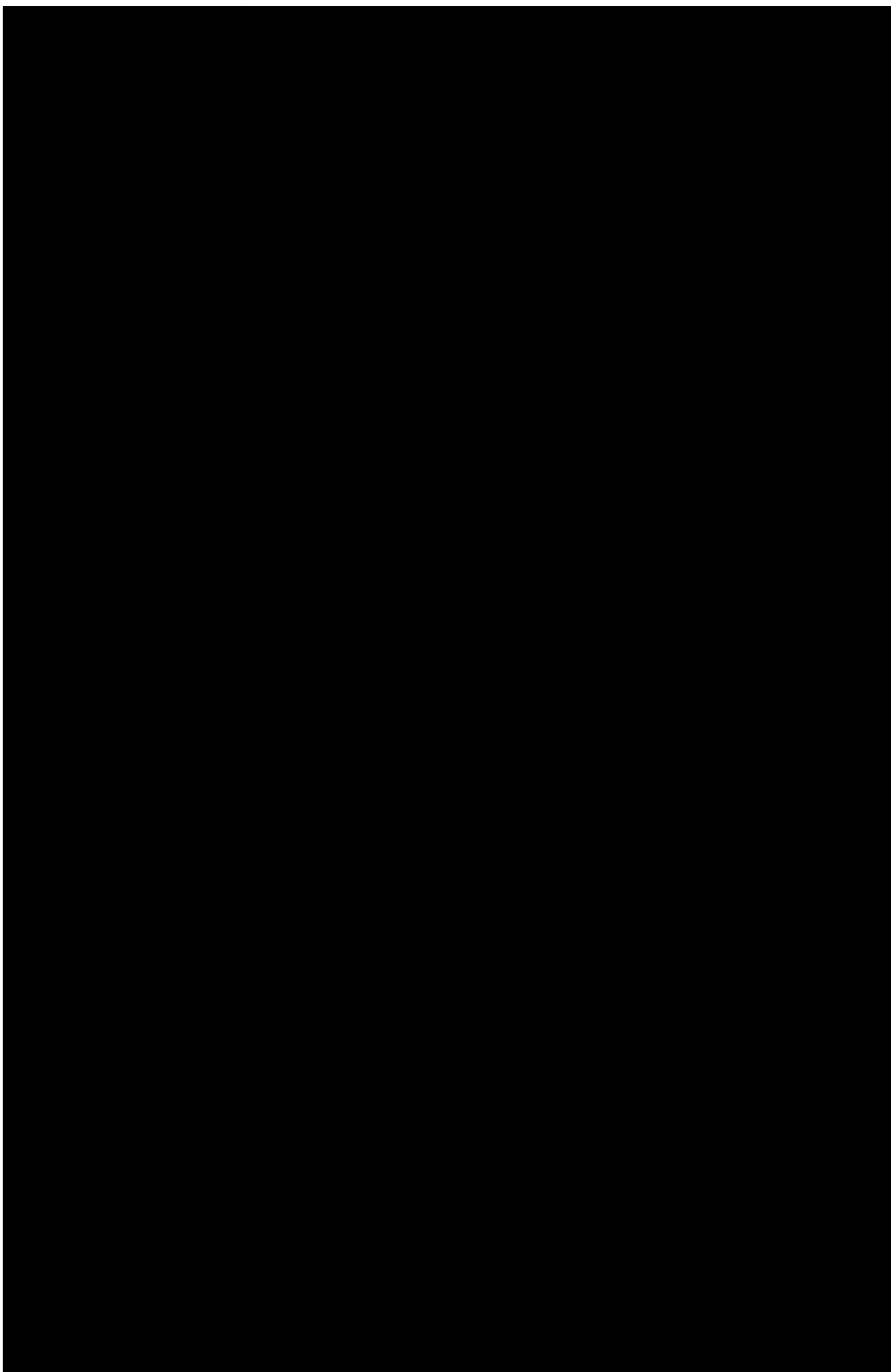


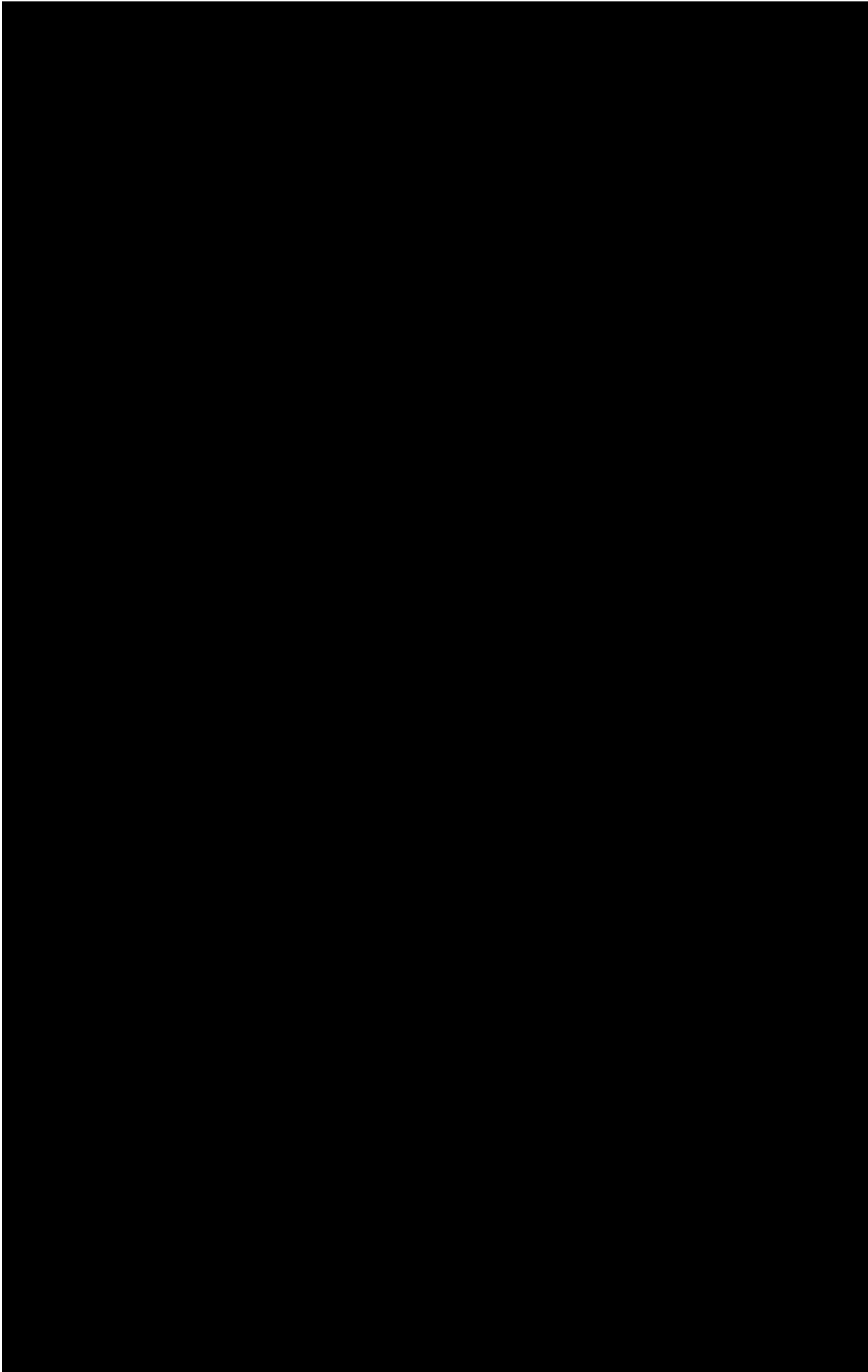


SCHEDULE D4

Form of Call Option Deed

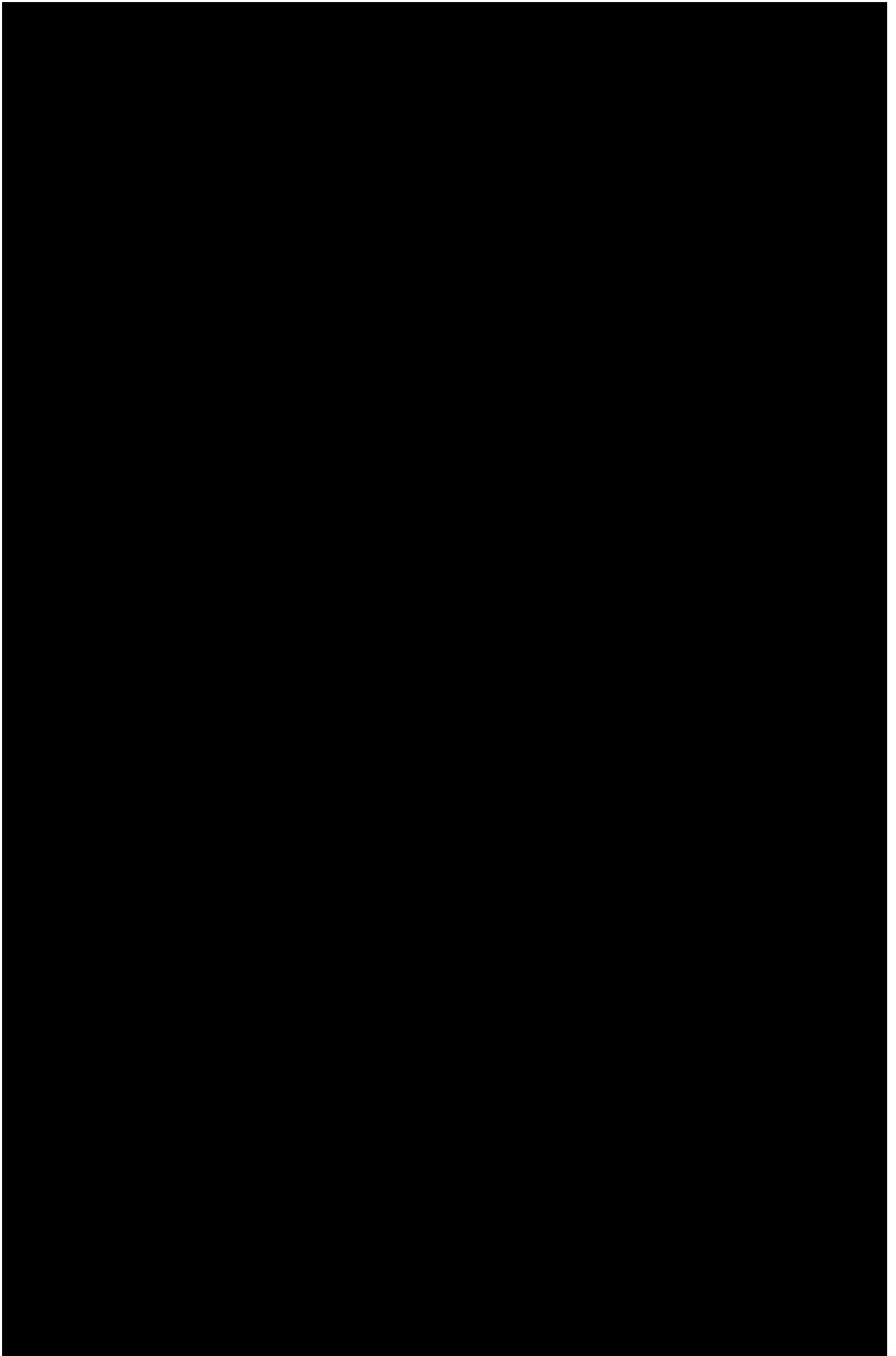






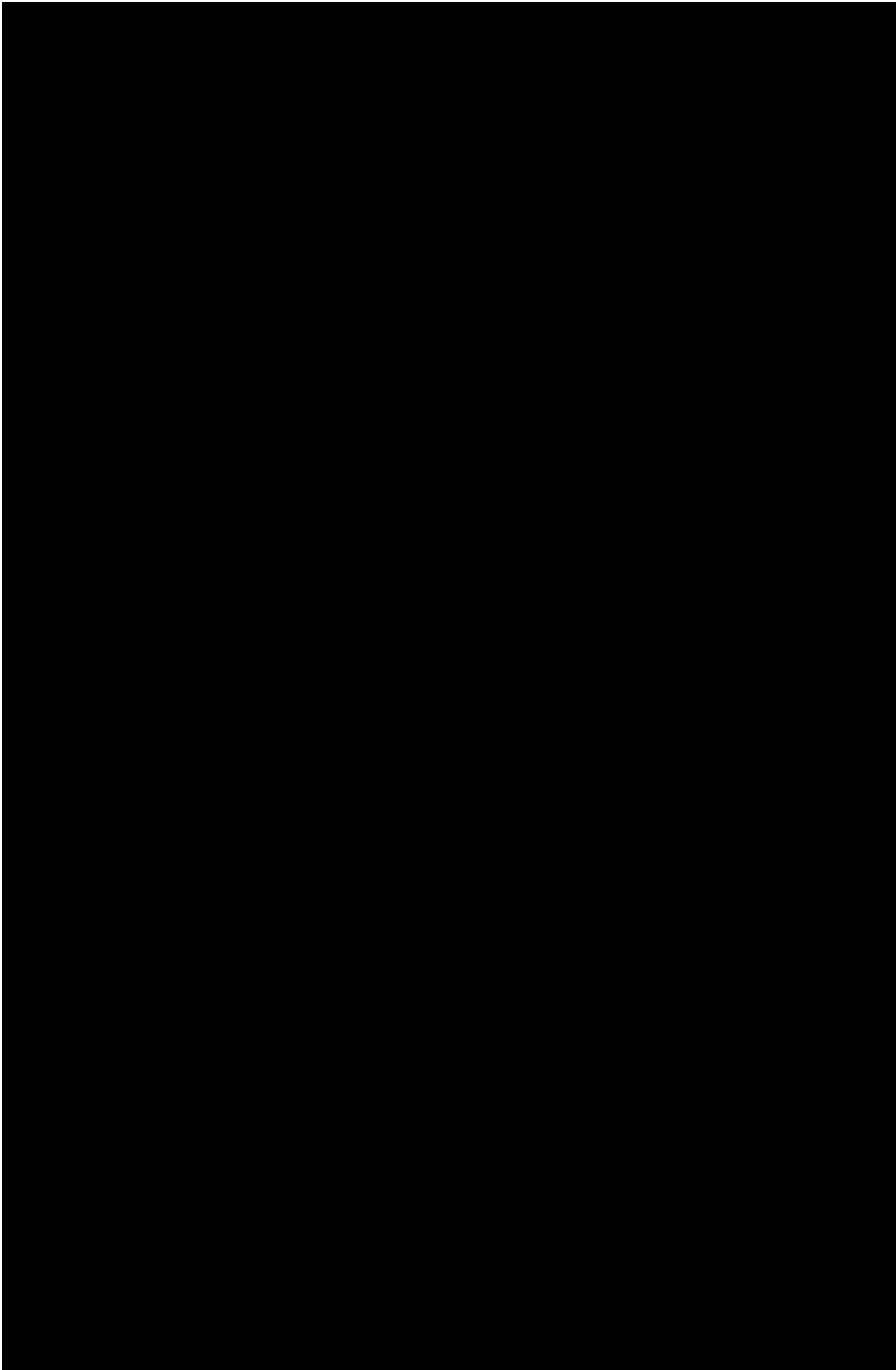
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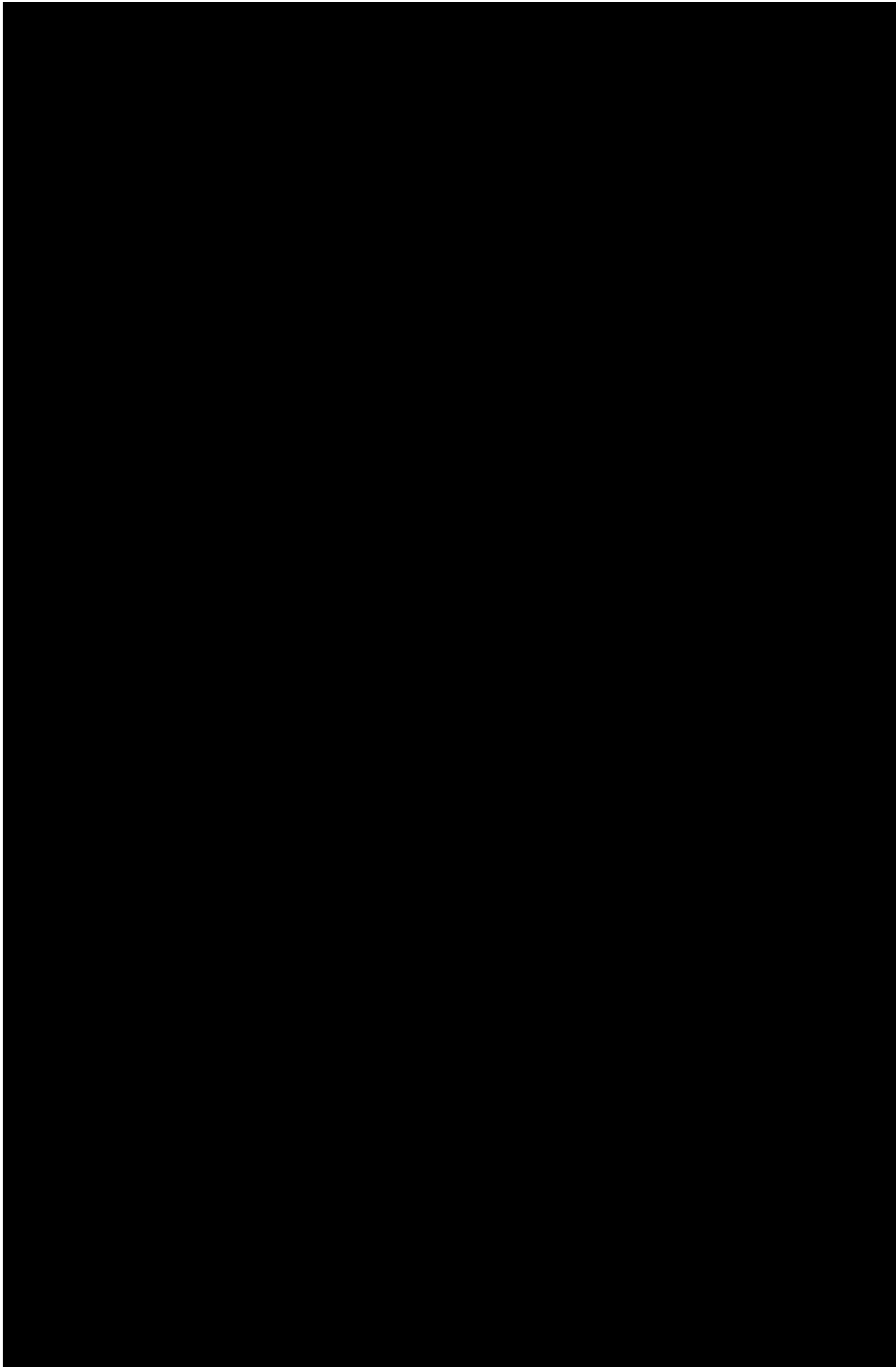
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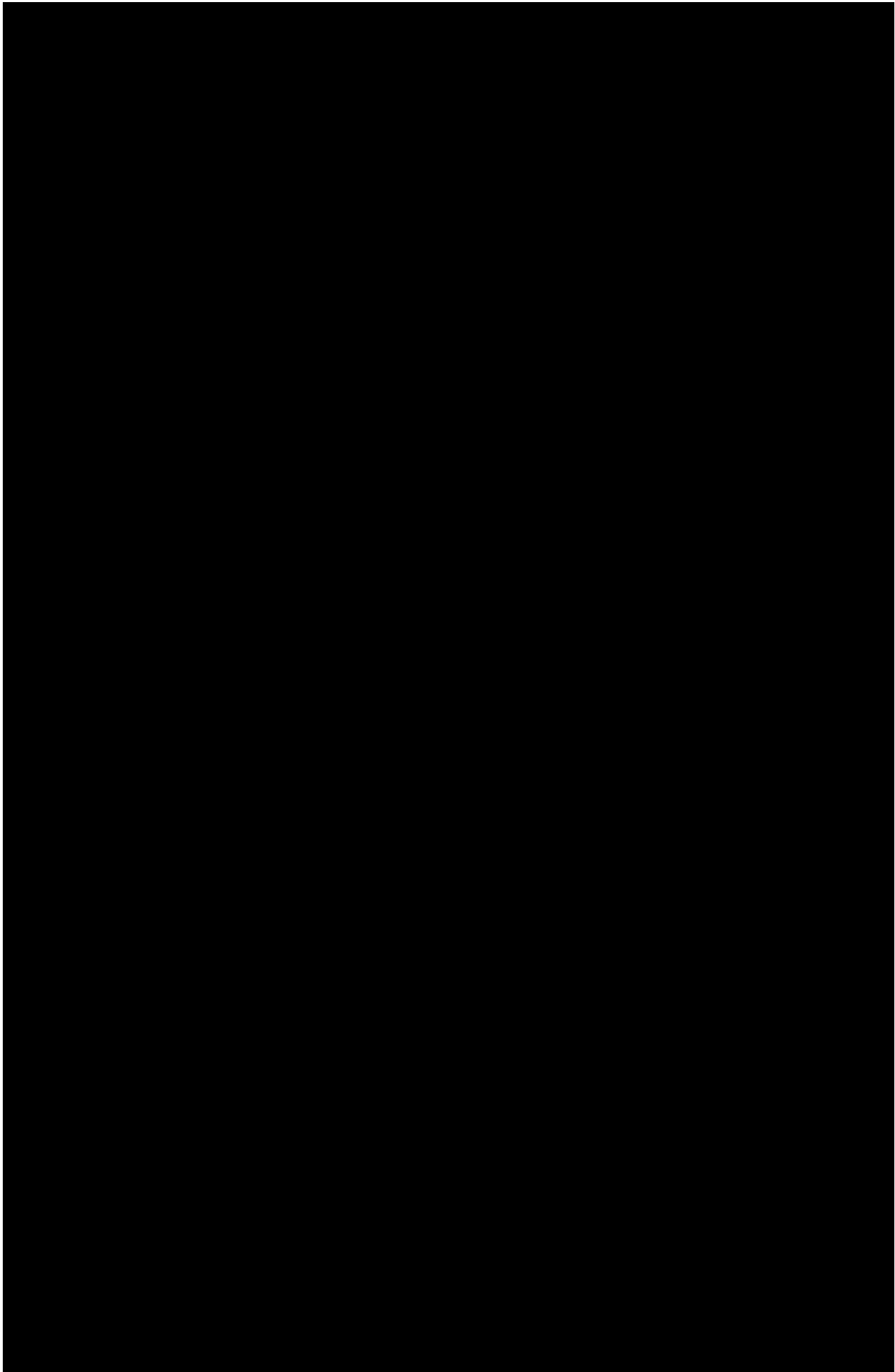


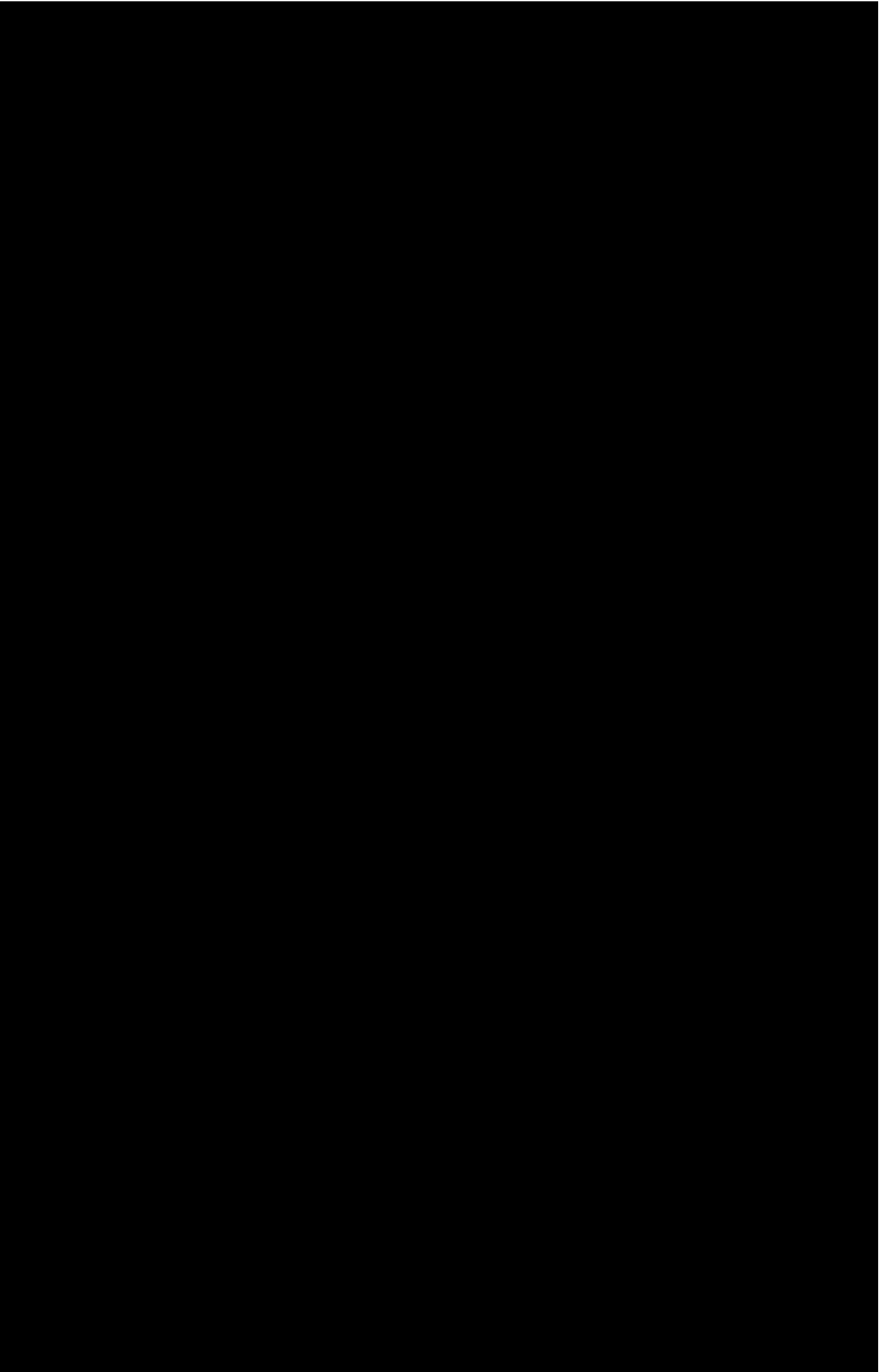
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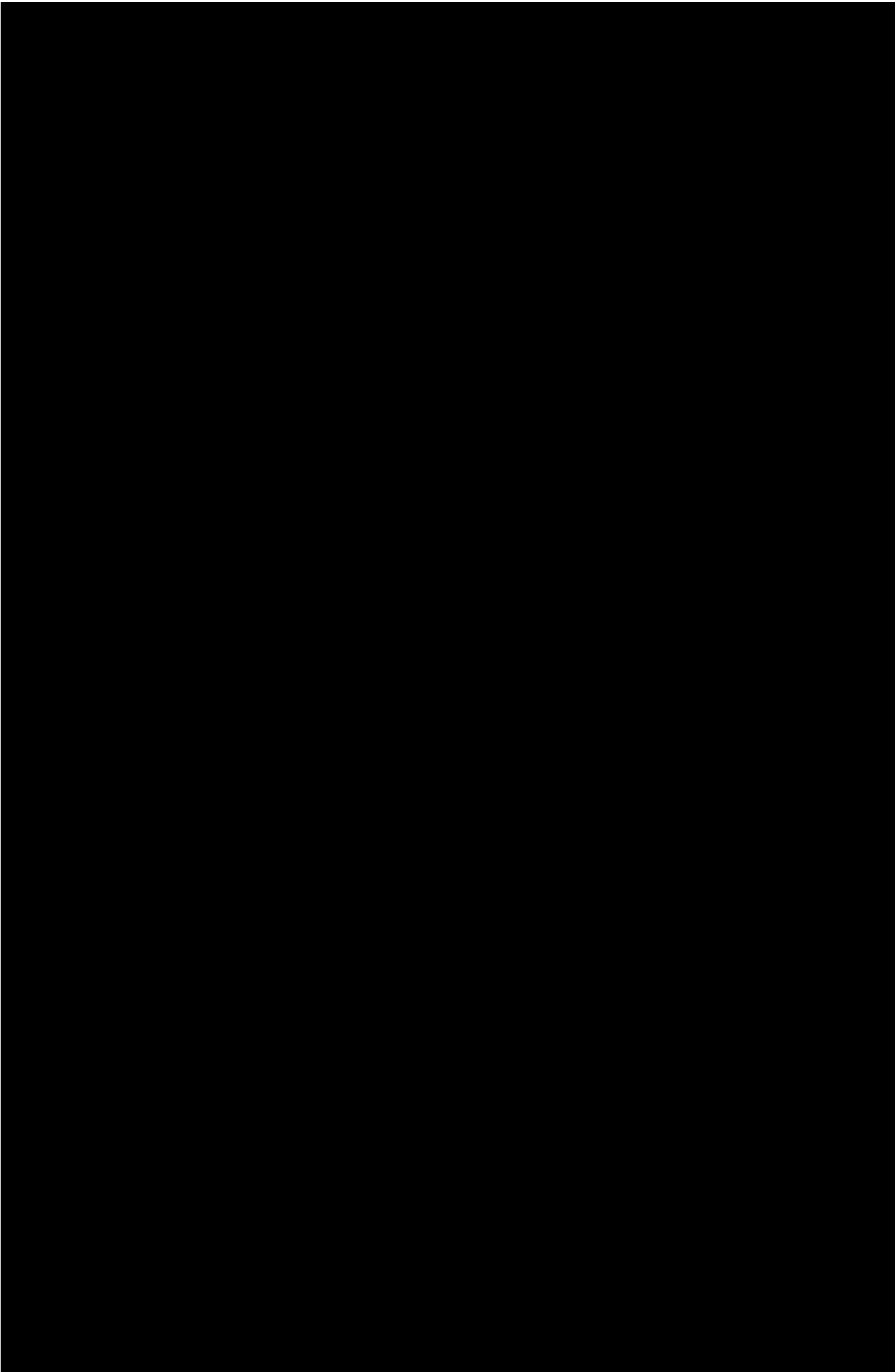


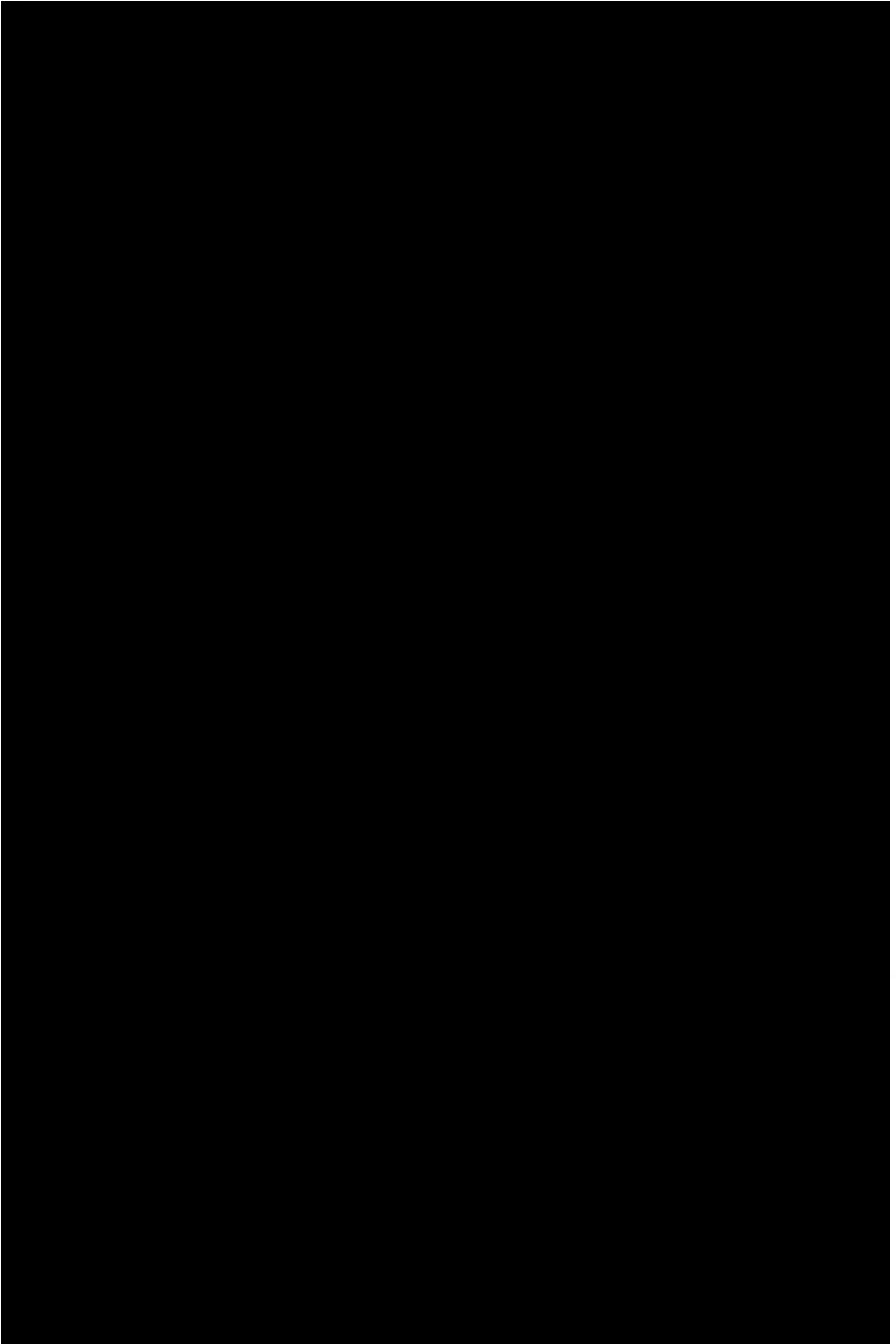


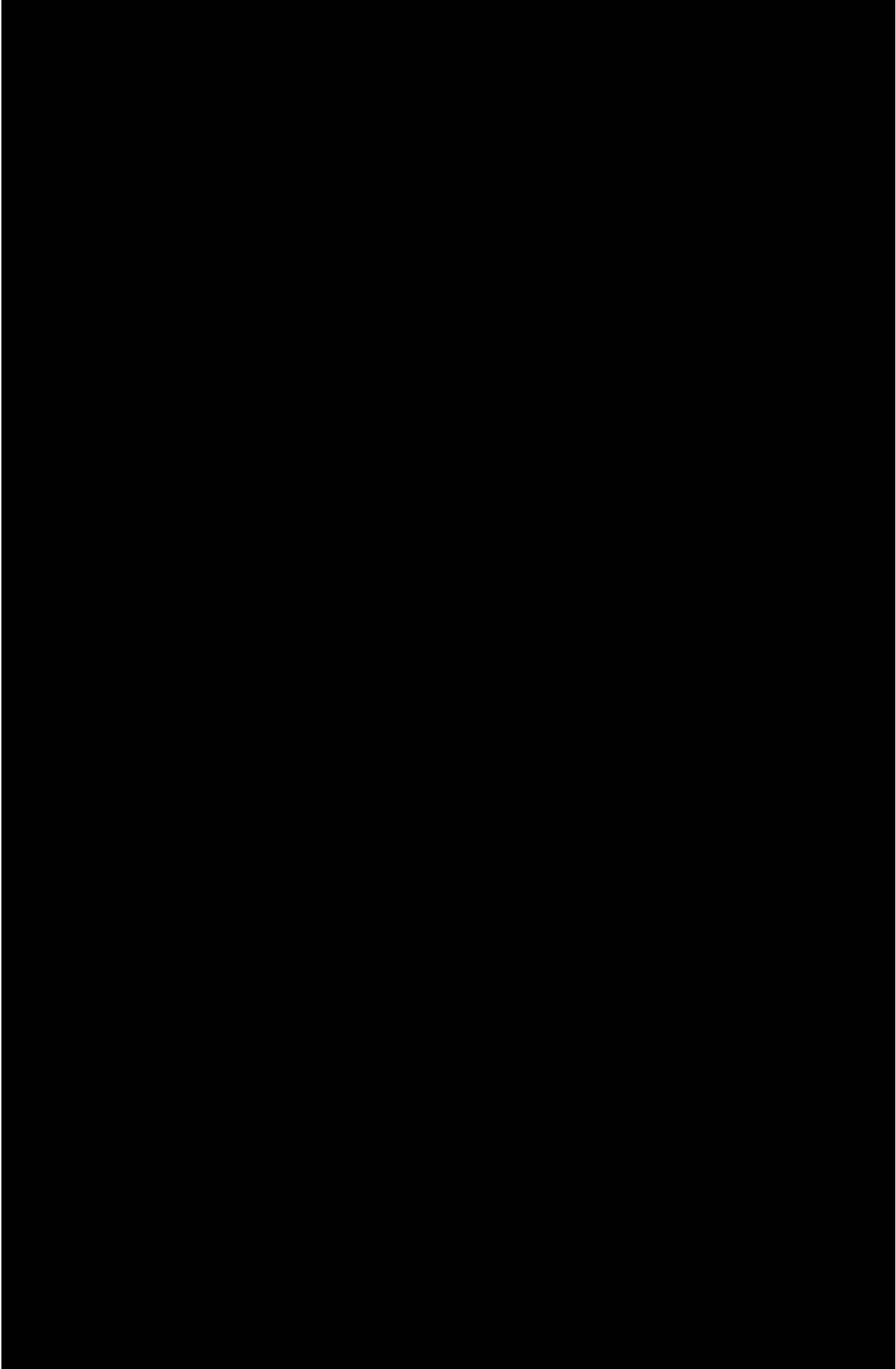


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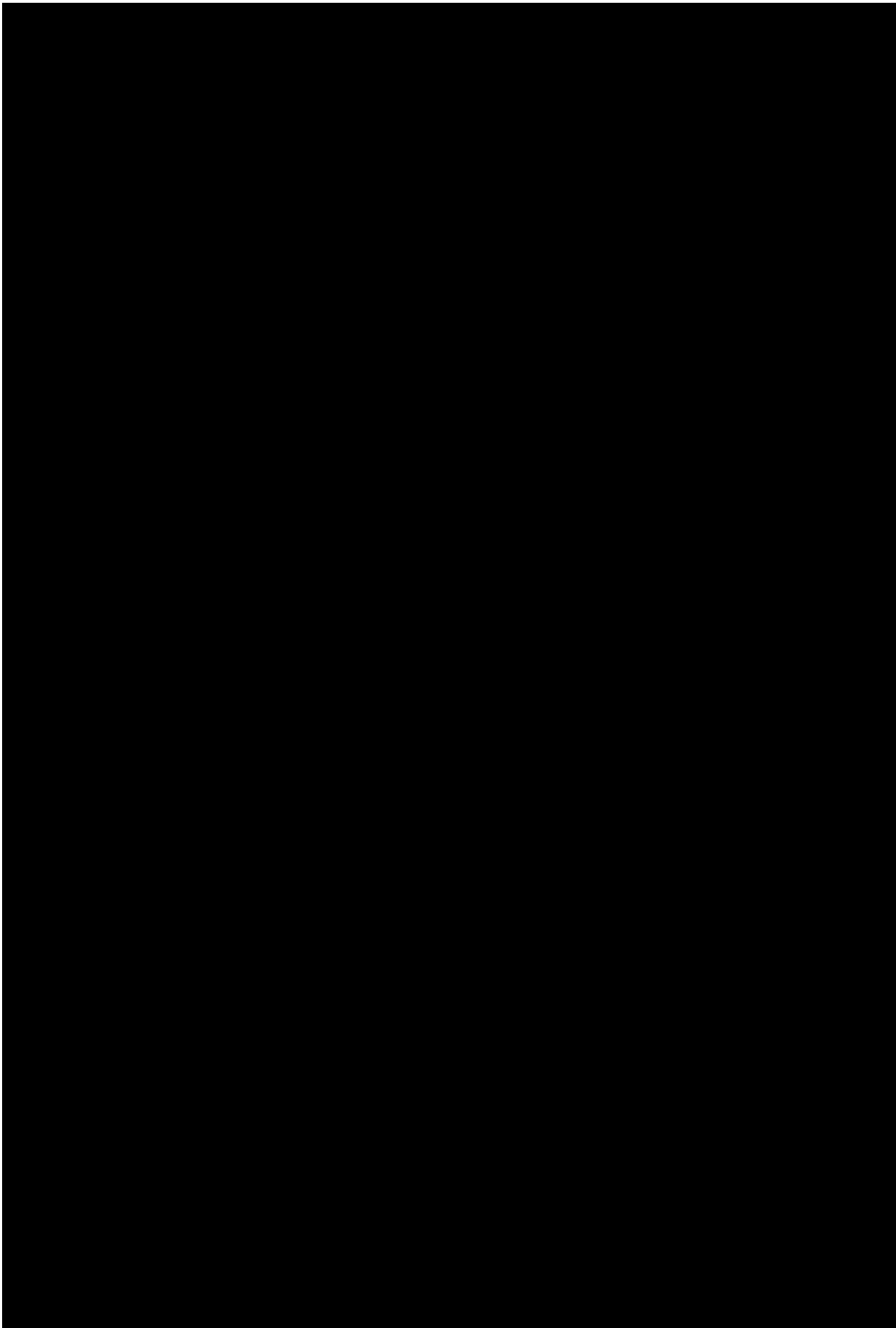


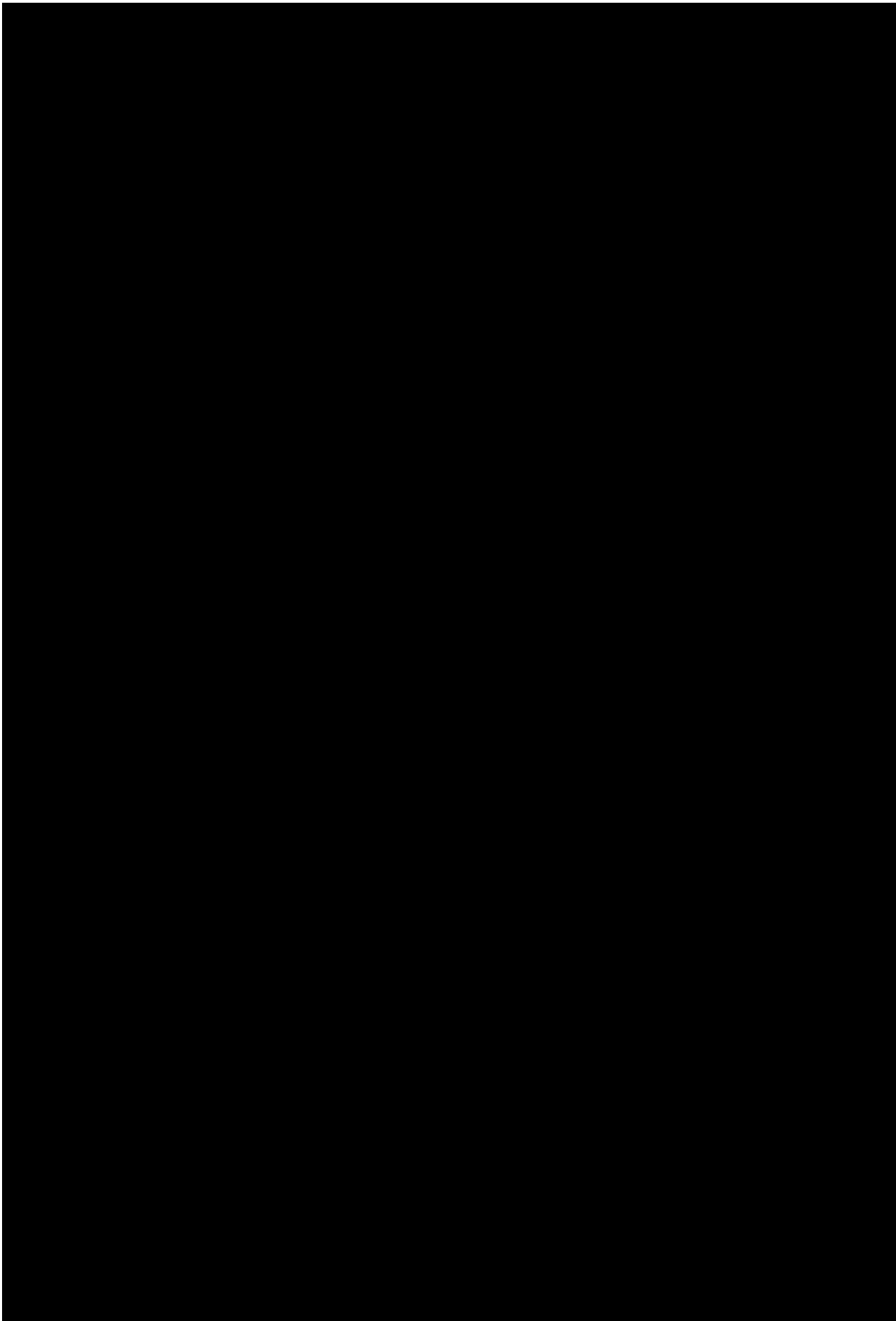






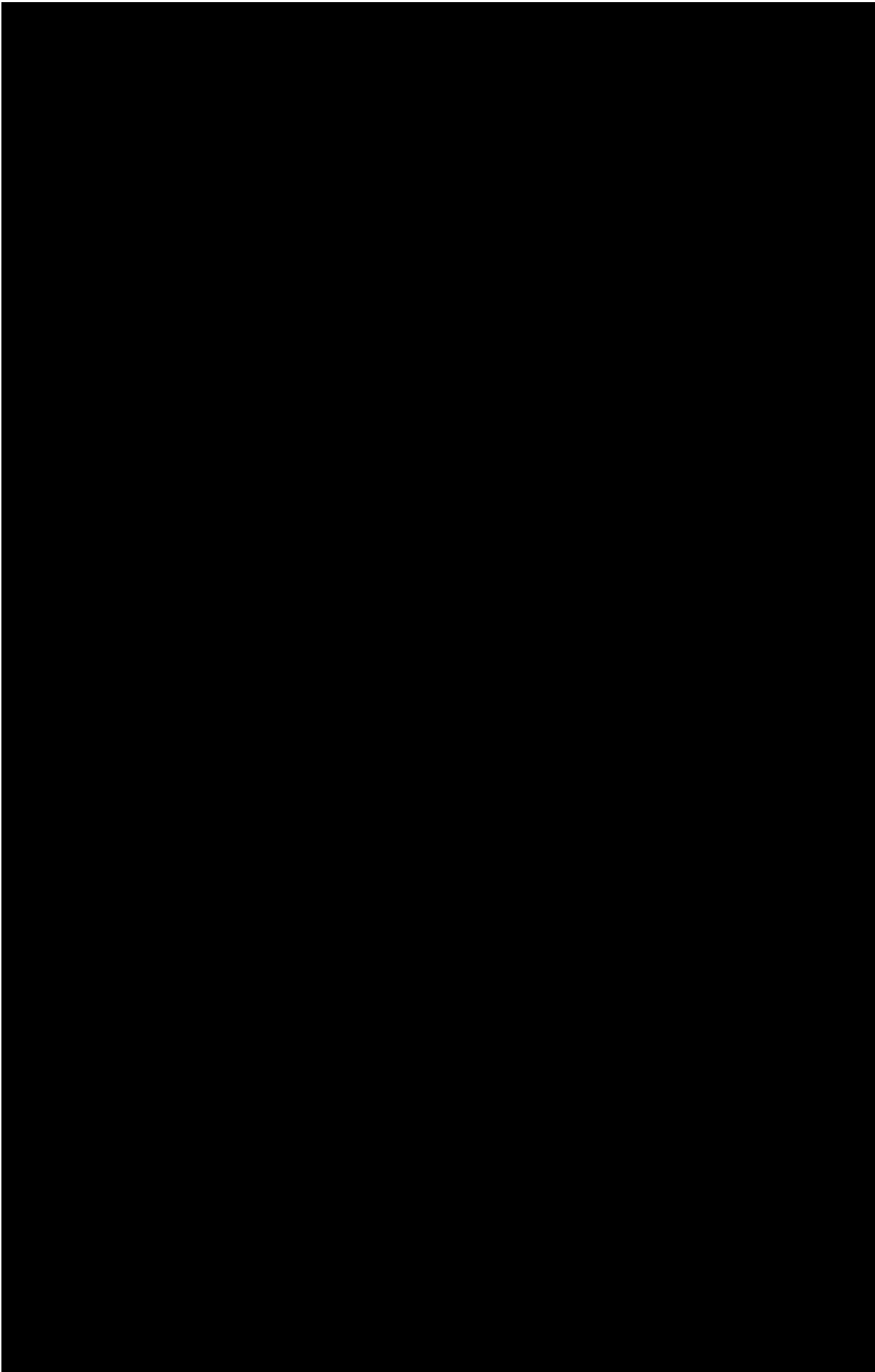






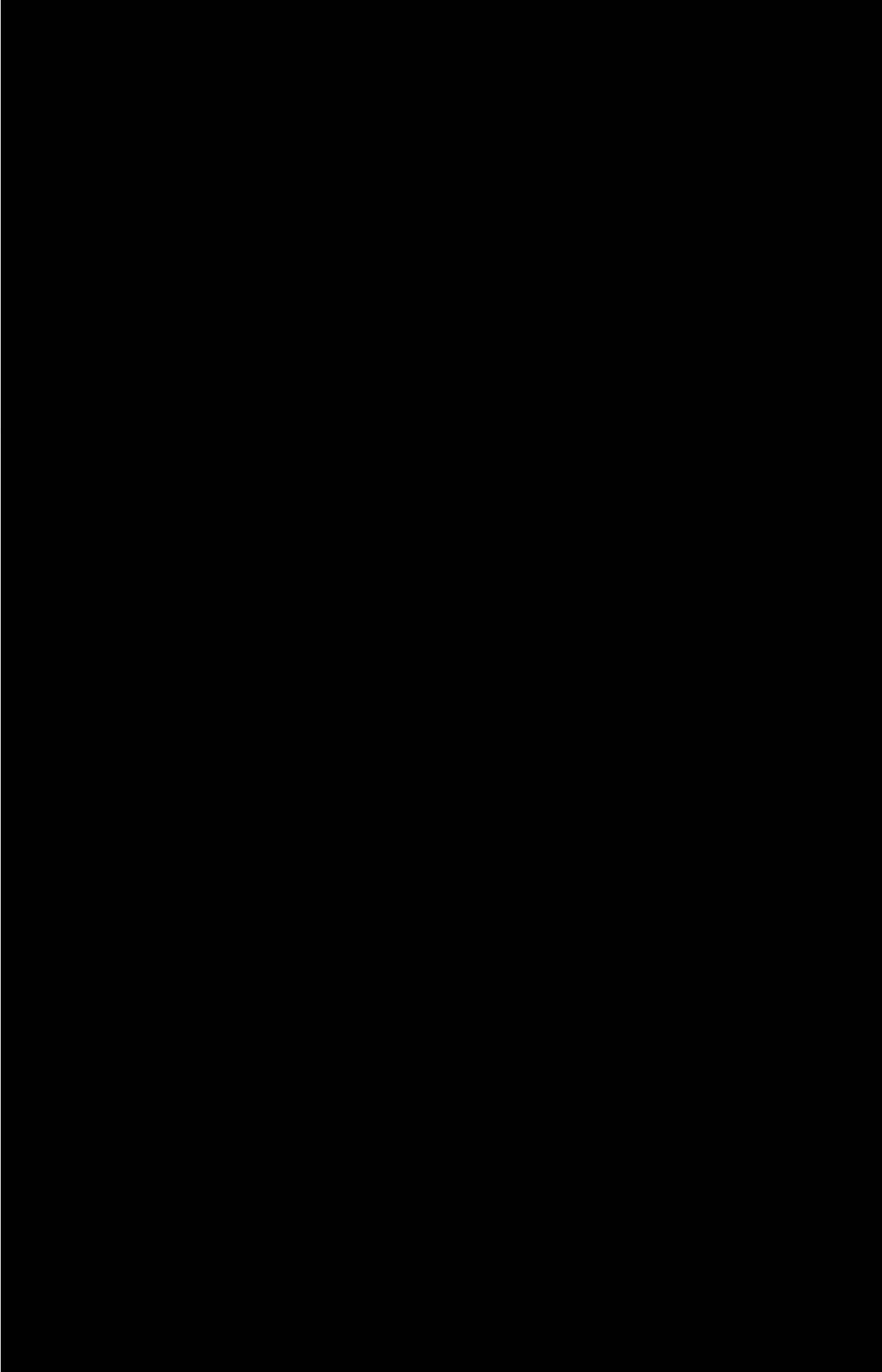
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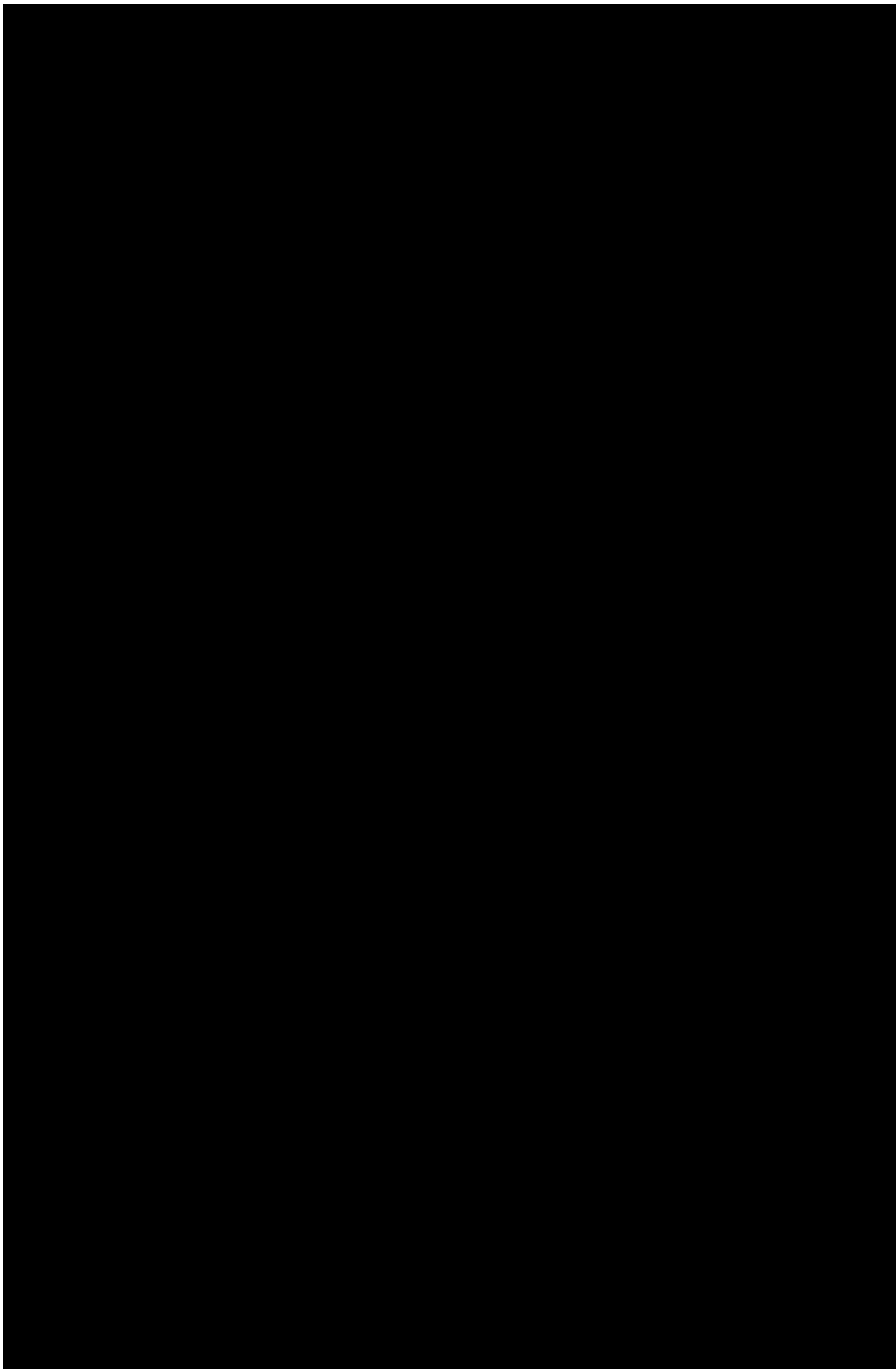
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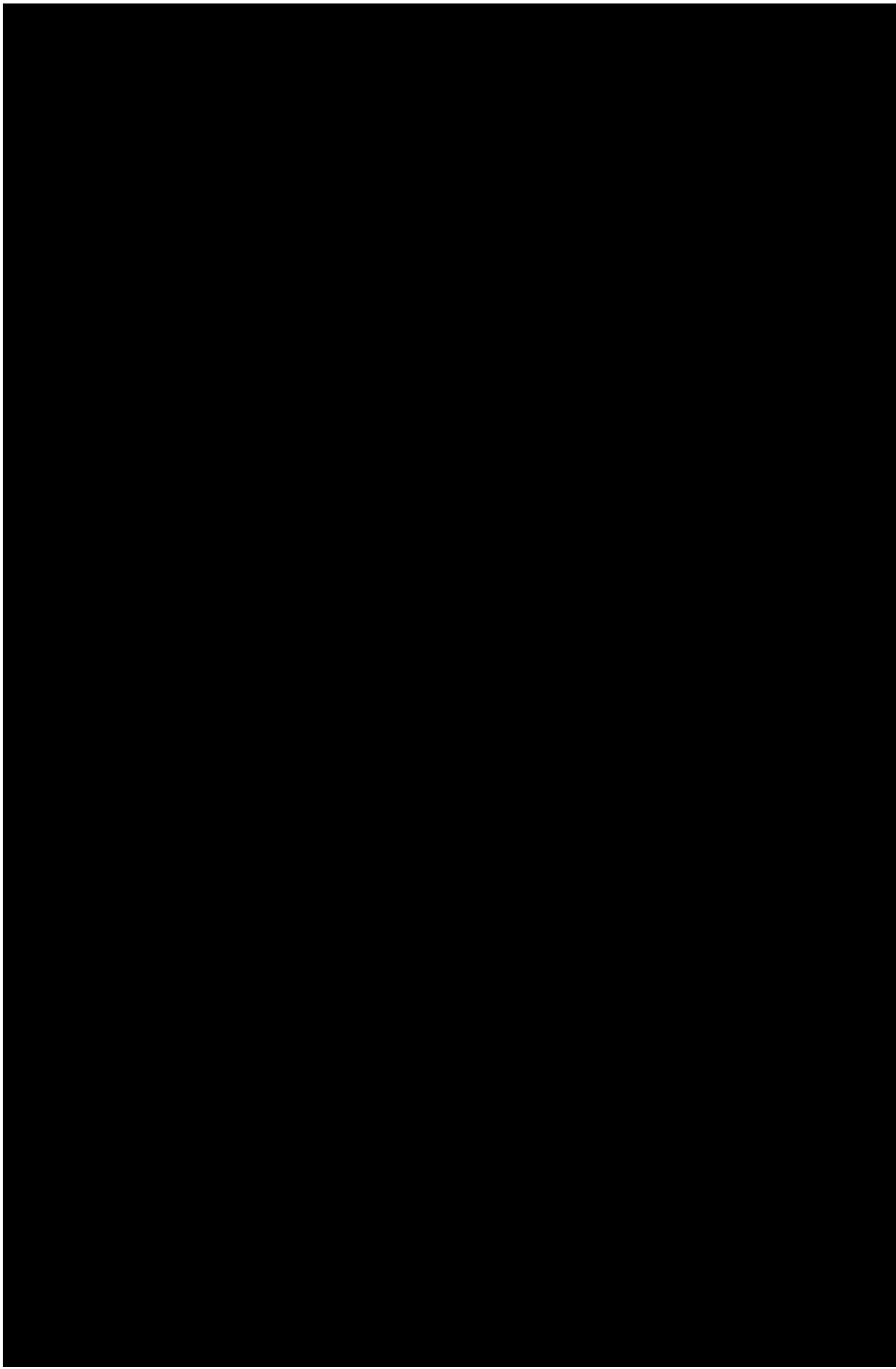


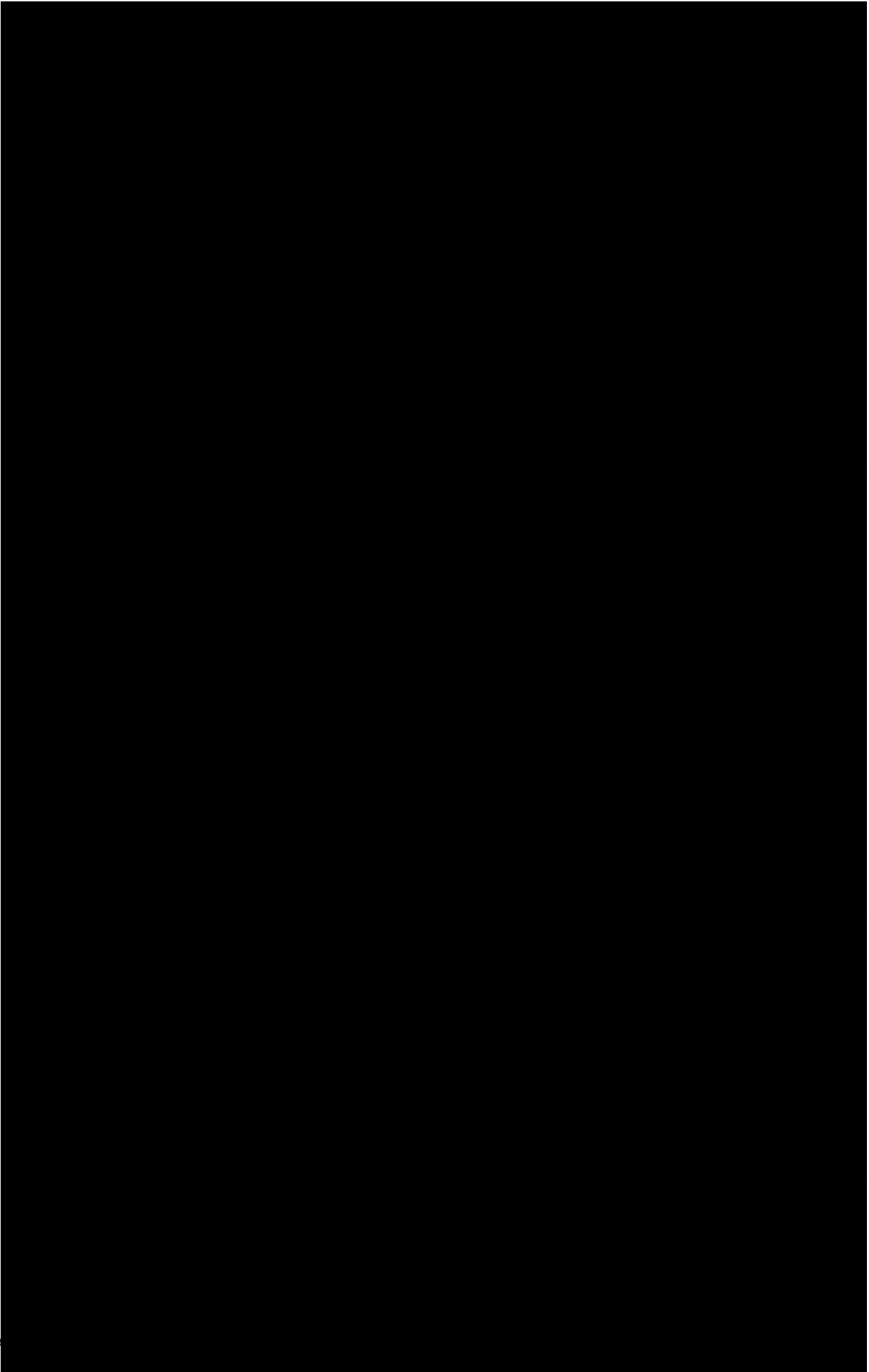
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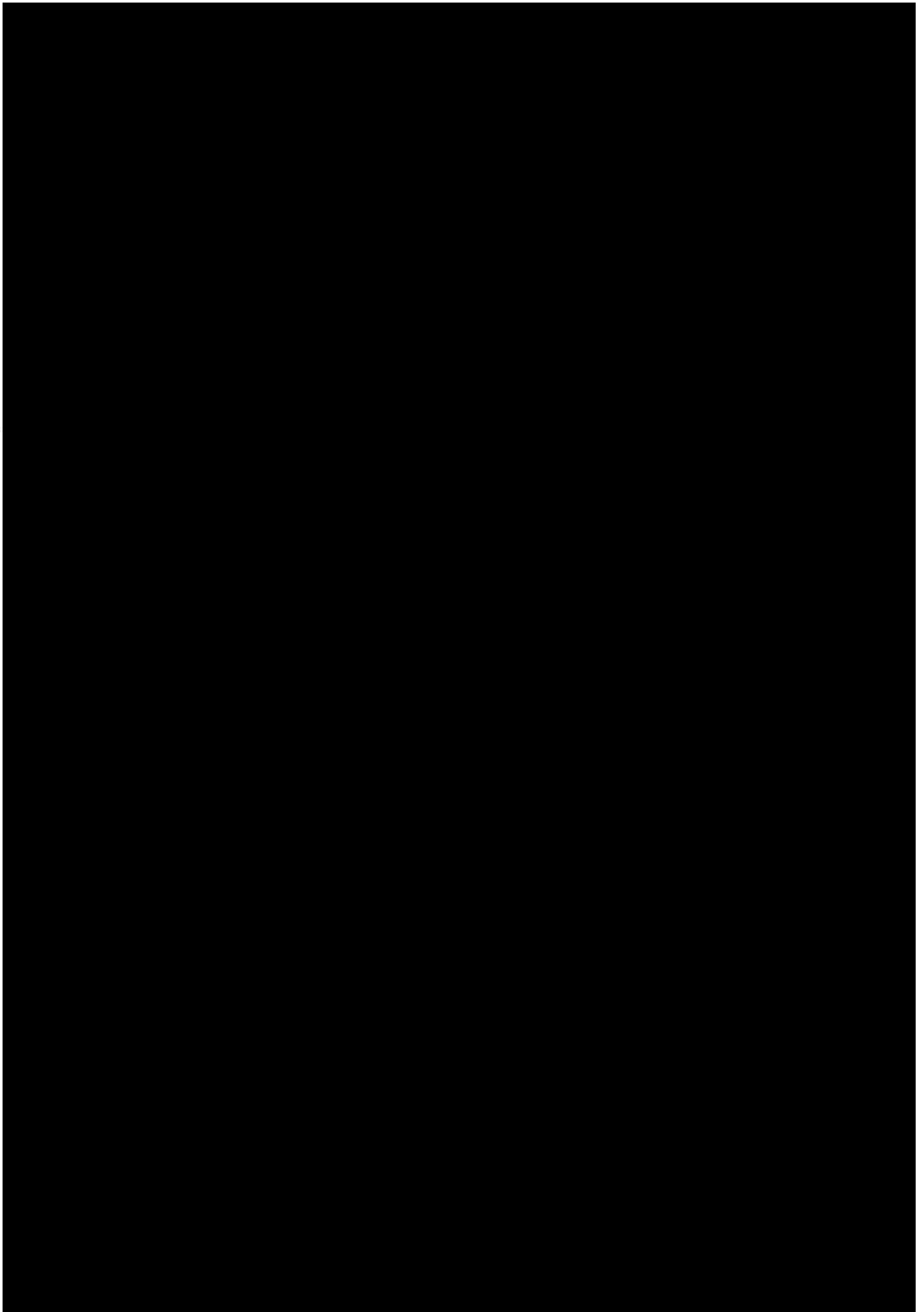
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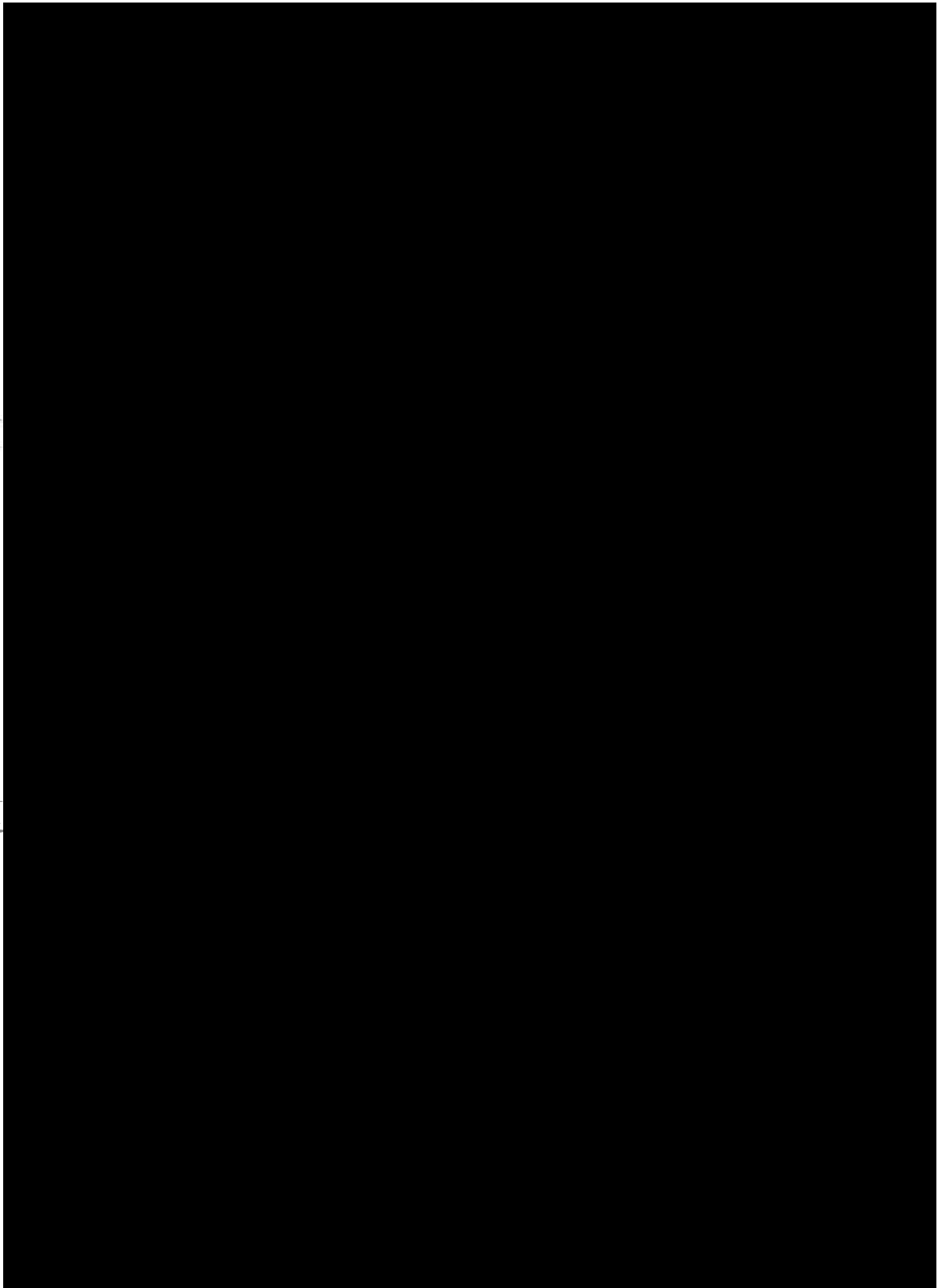






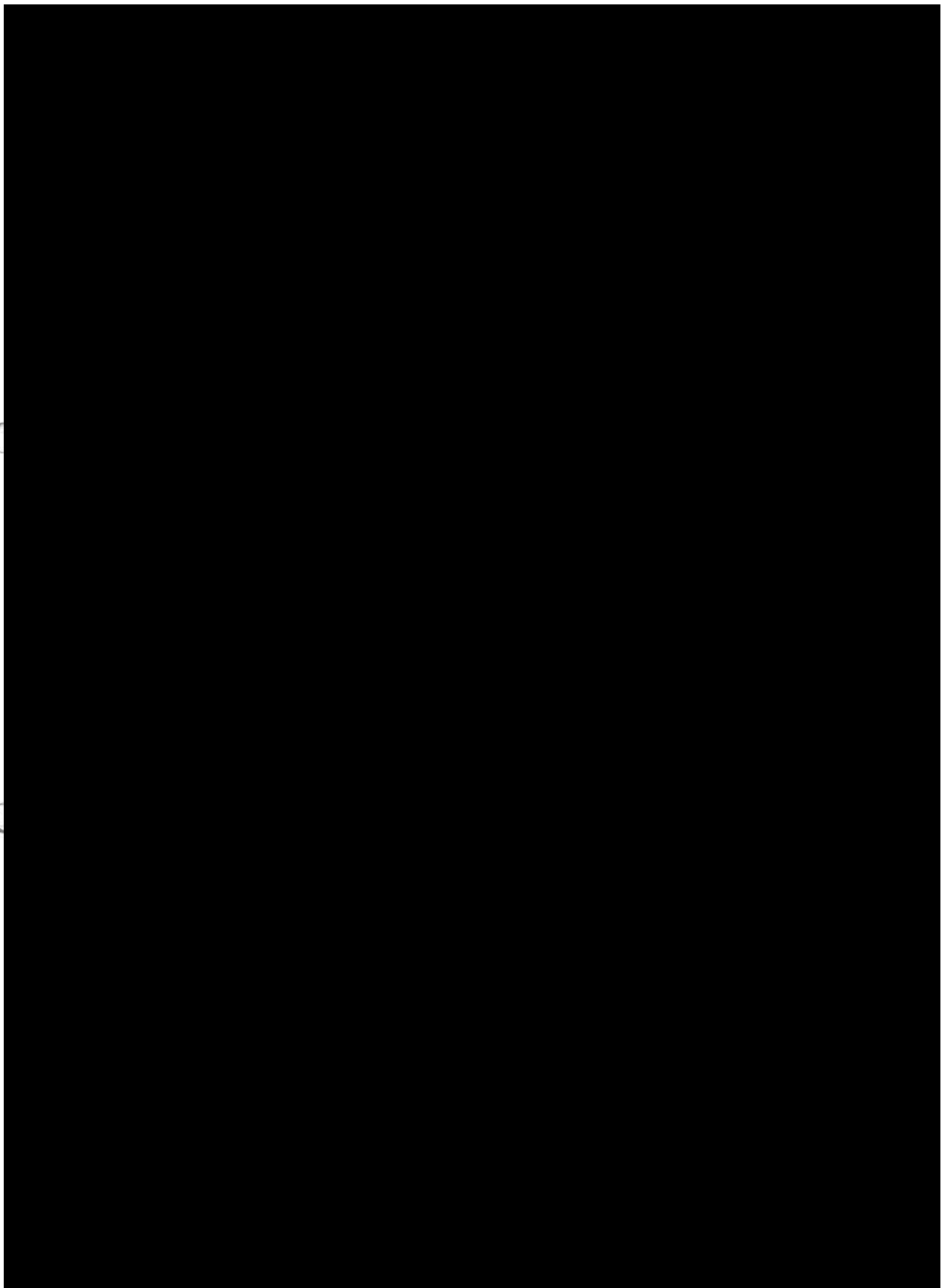


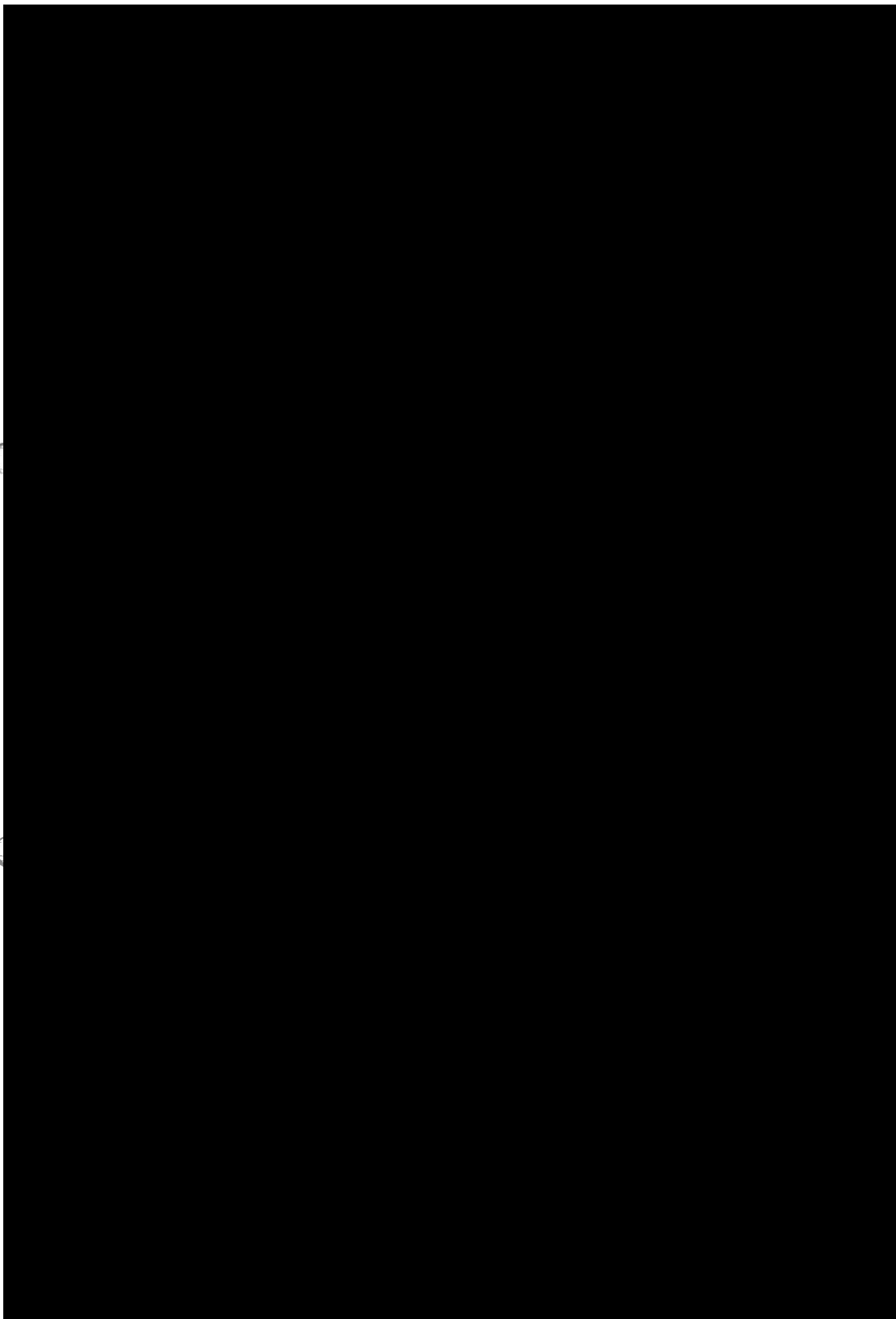




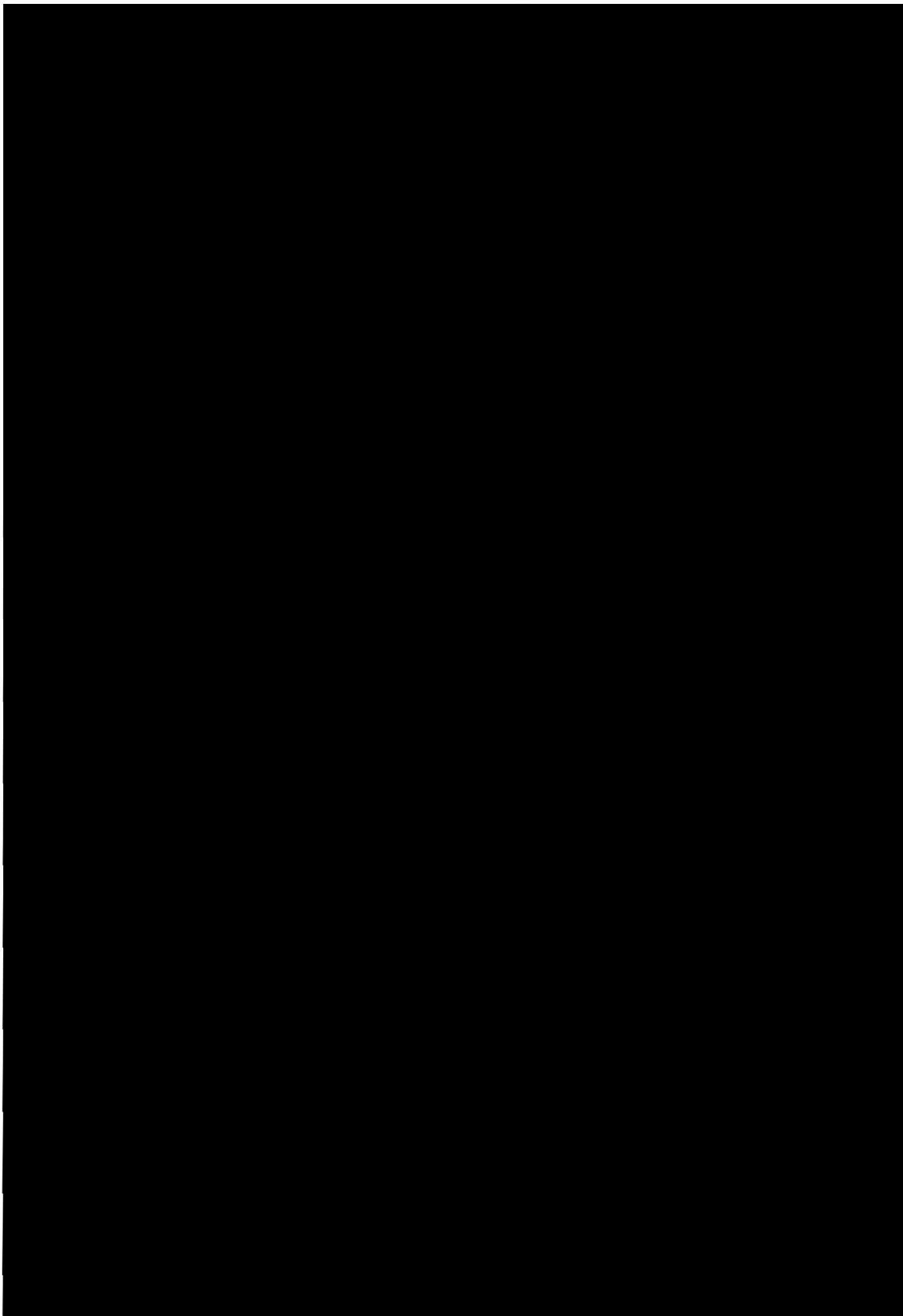
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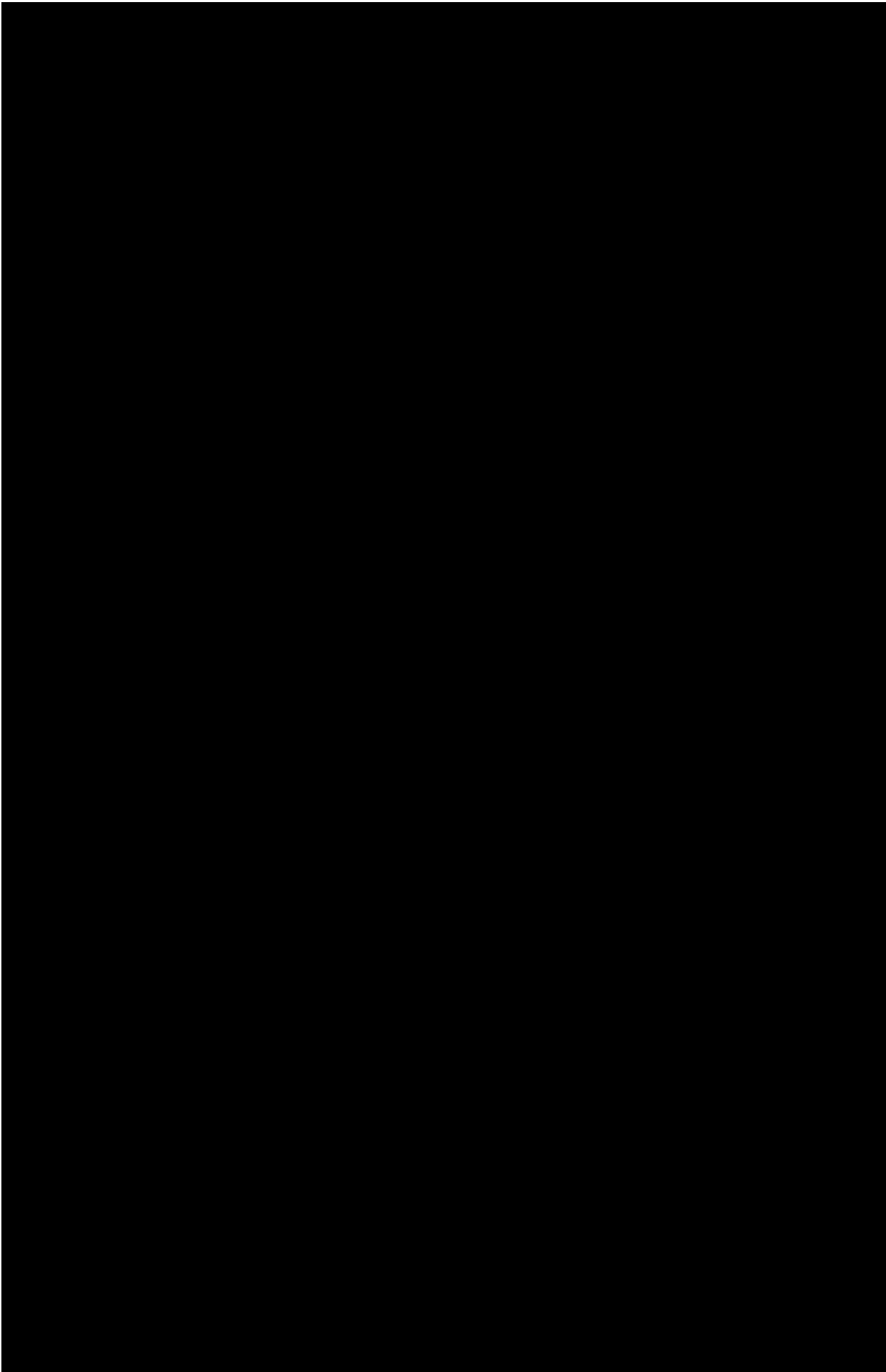
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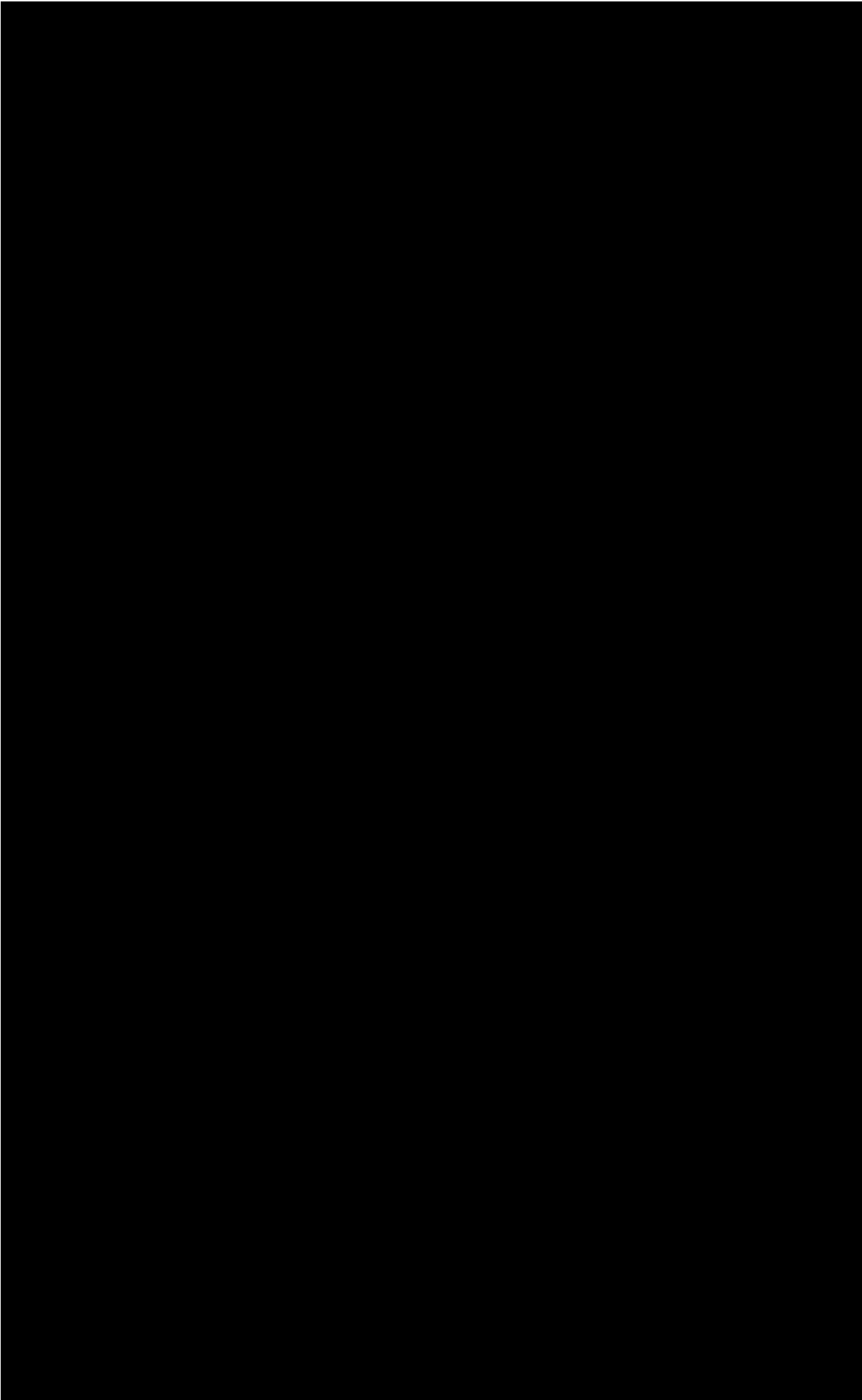


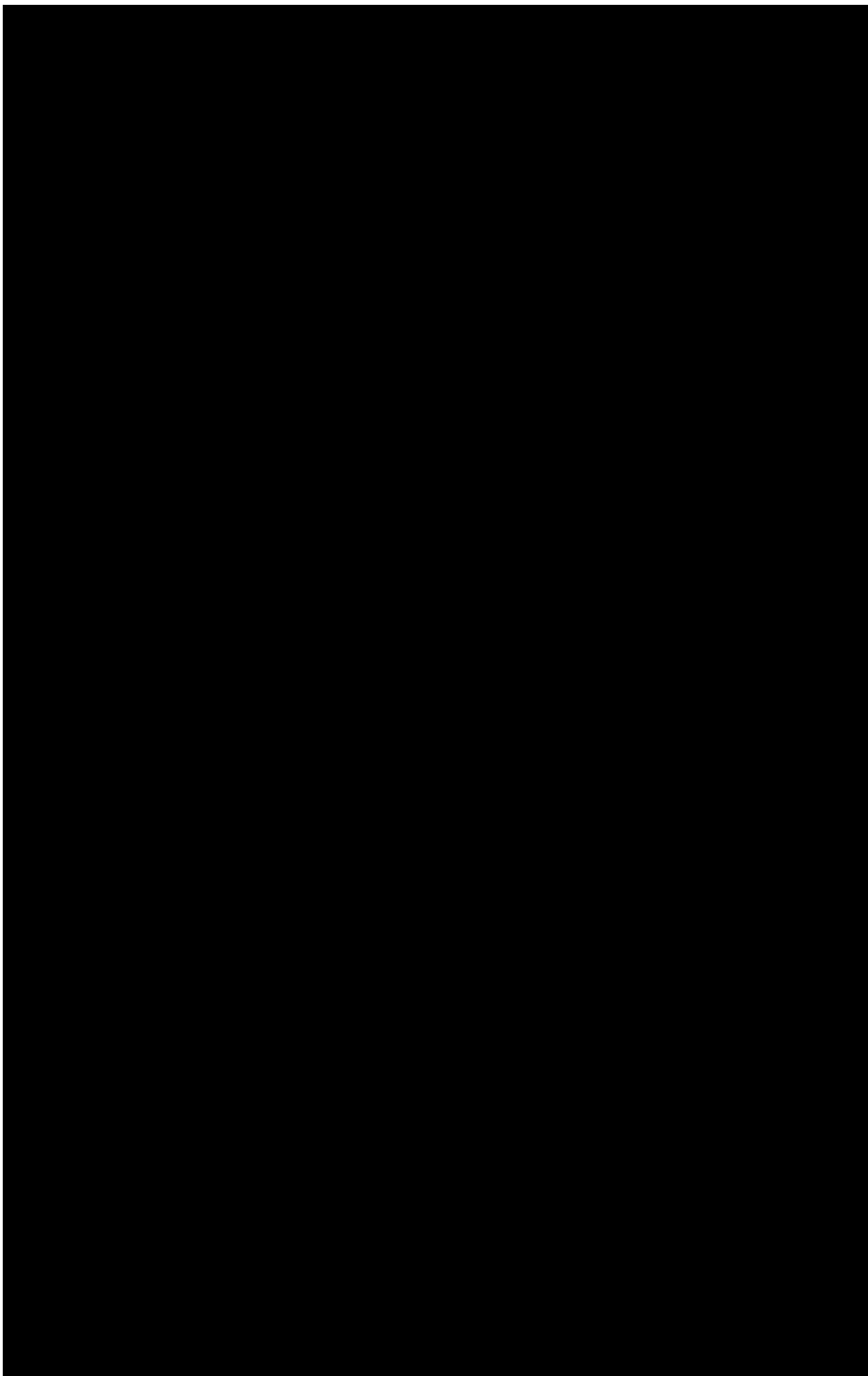


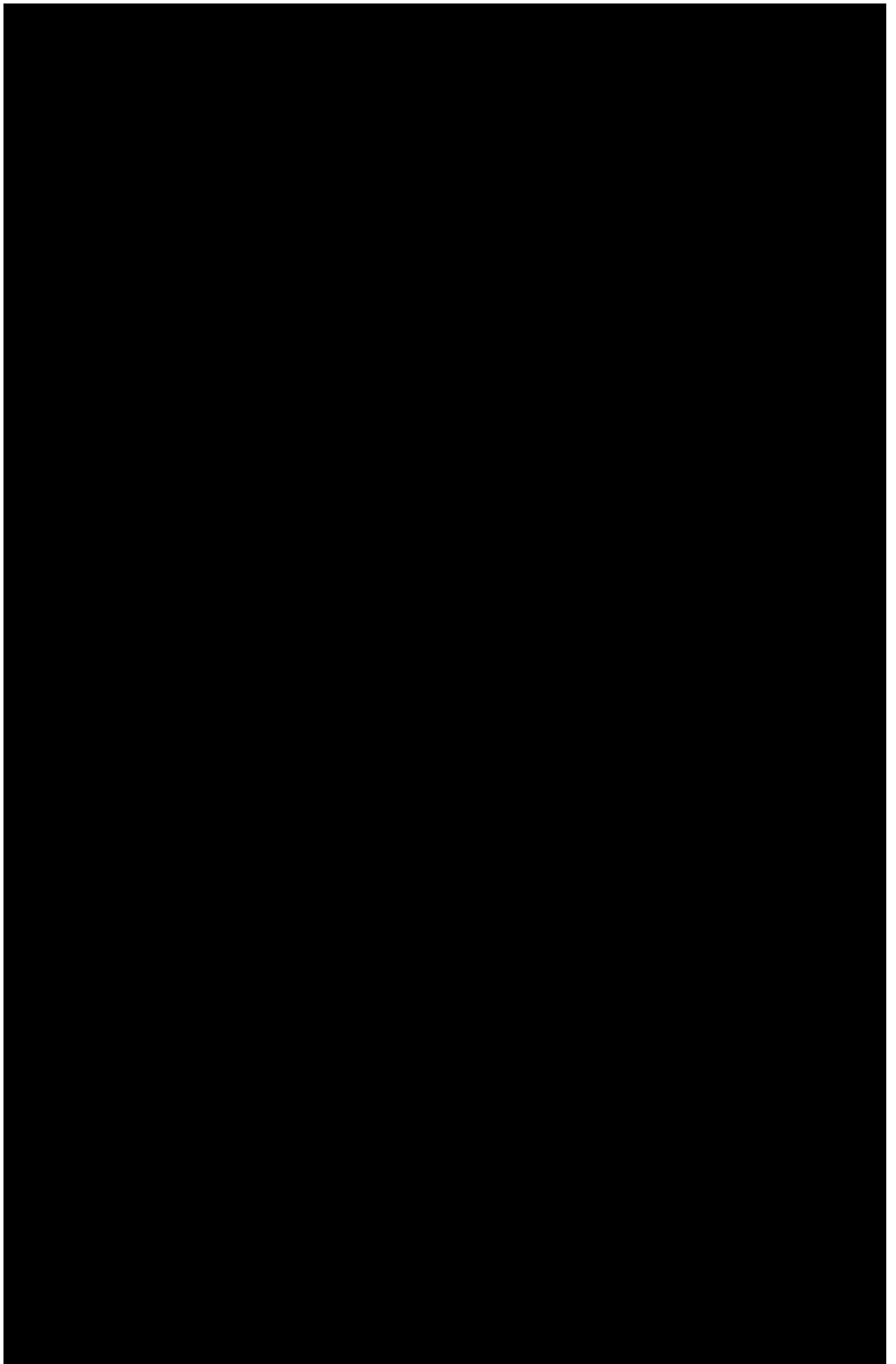


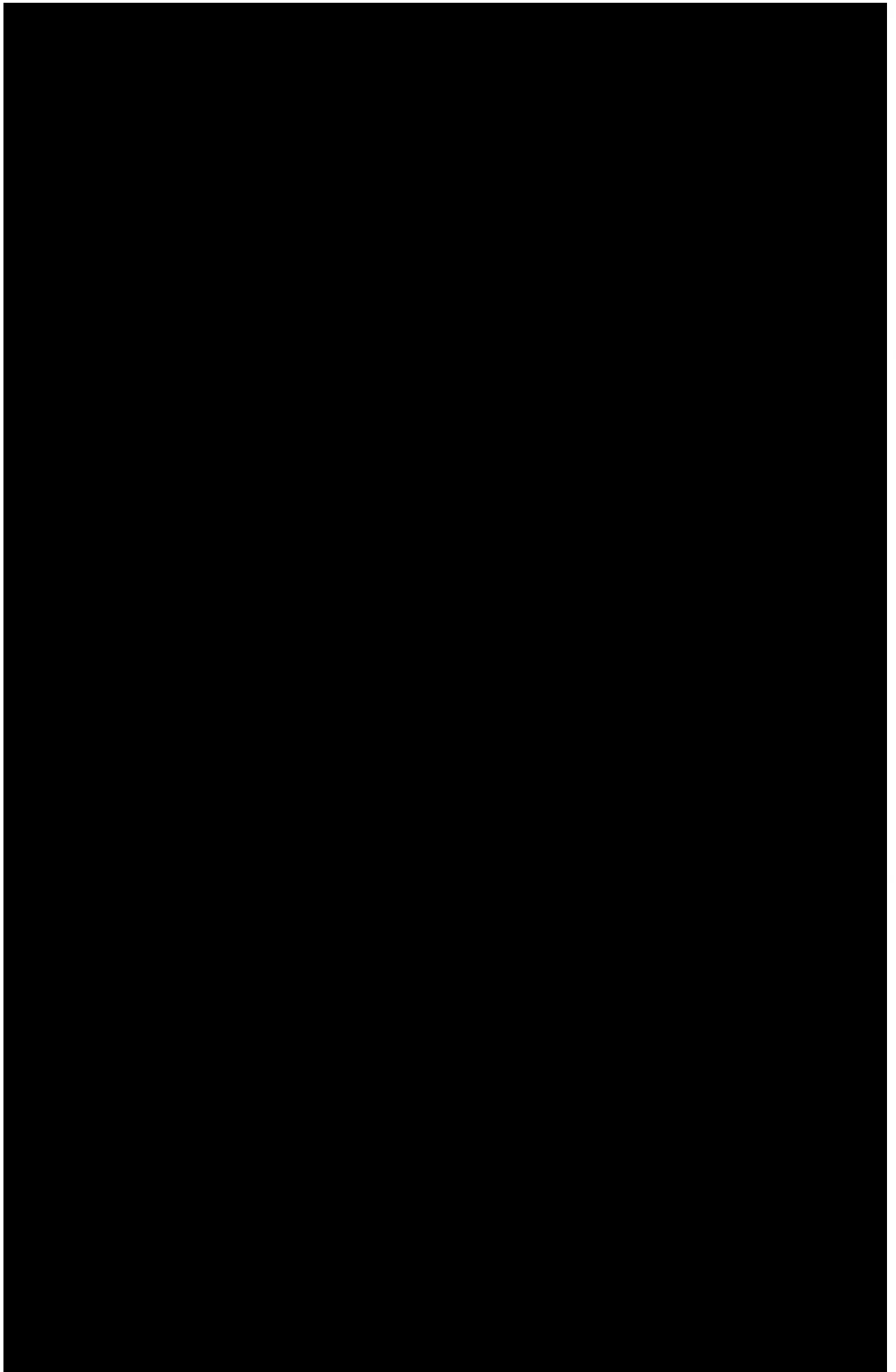
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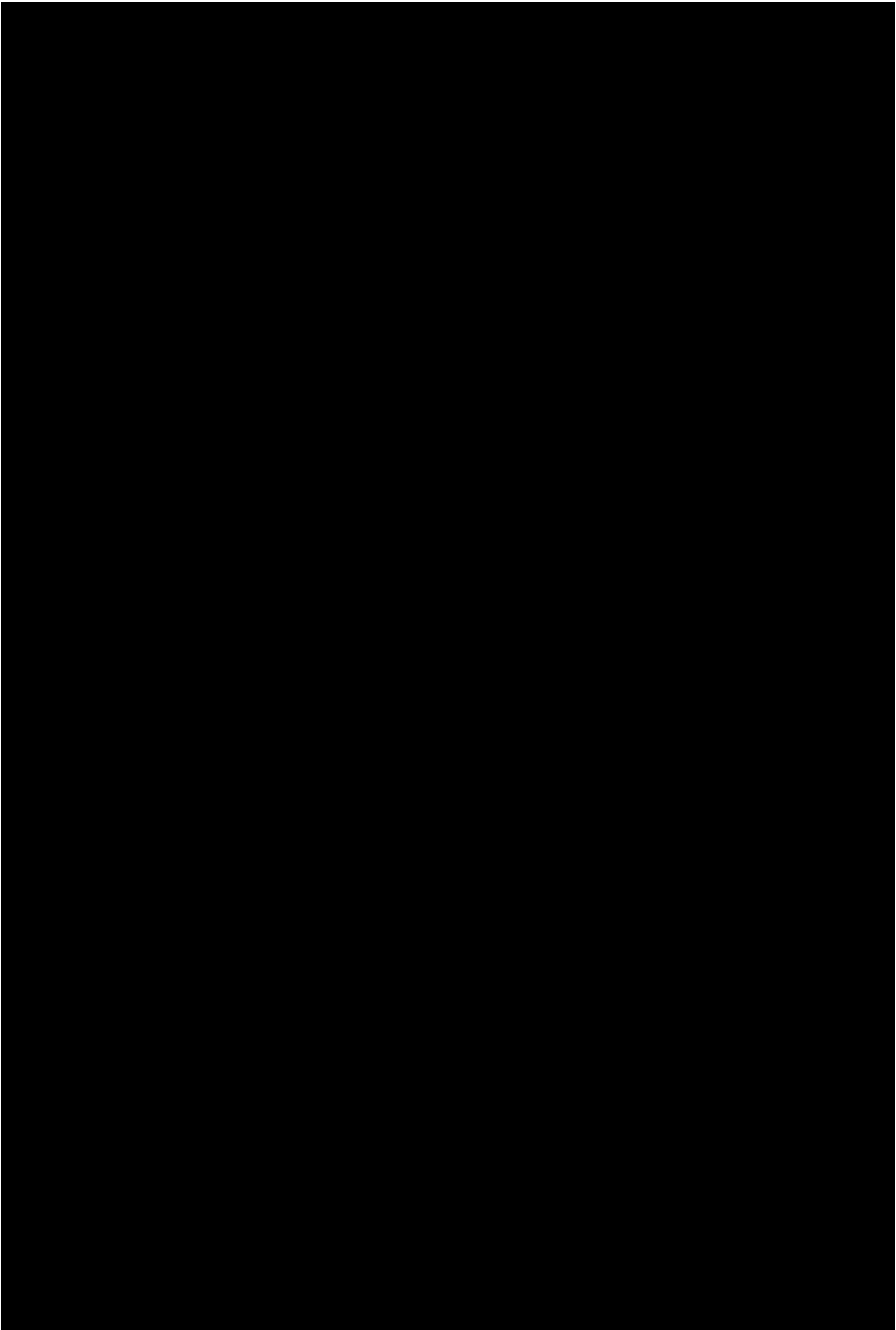
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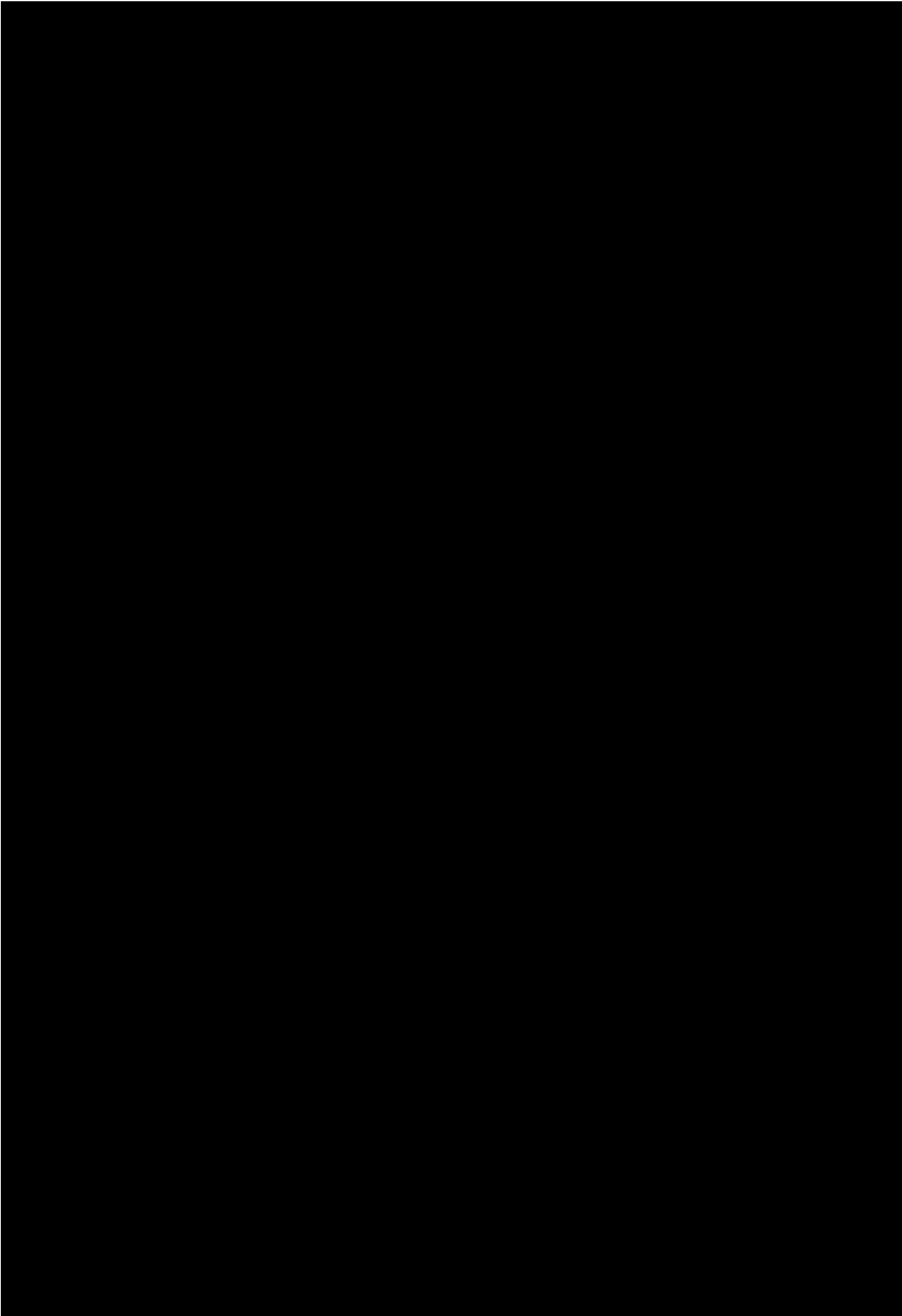


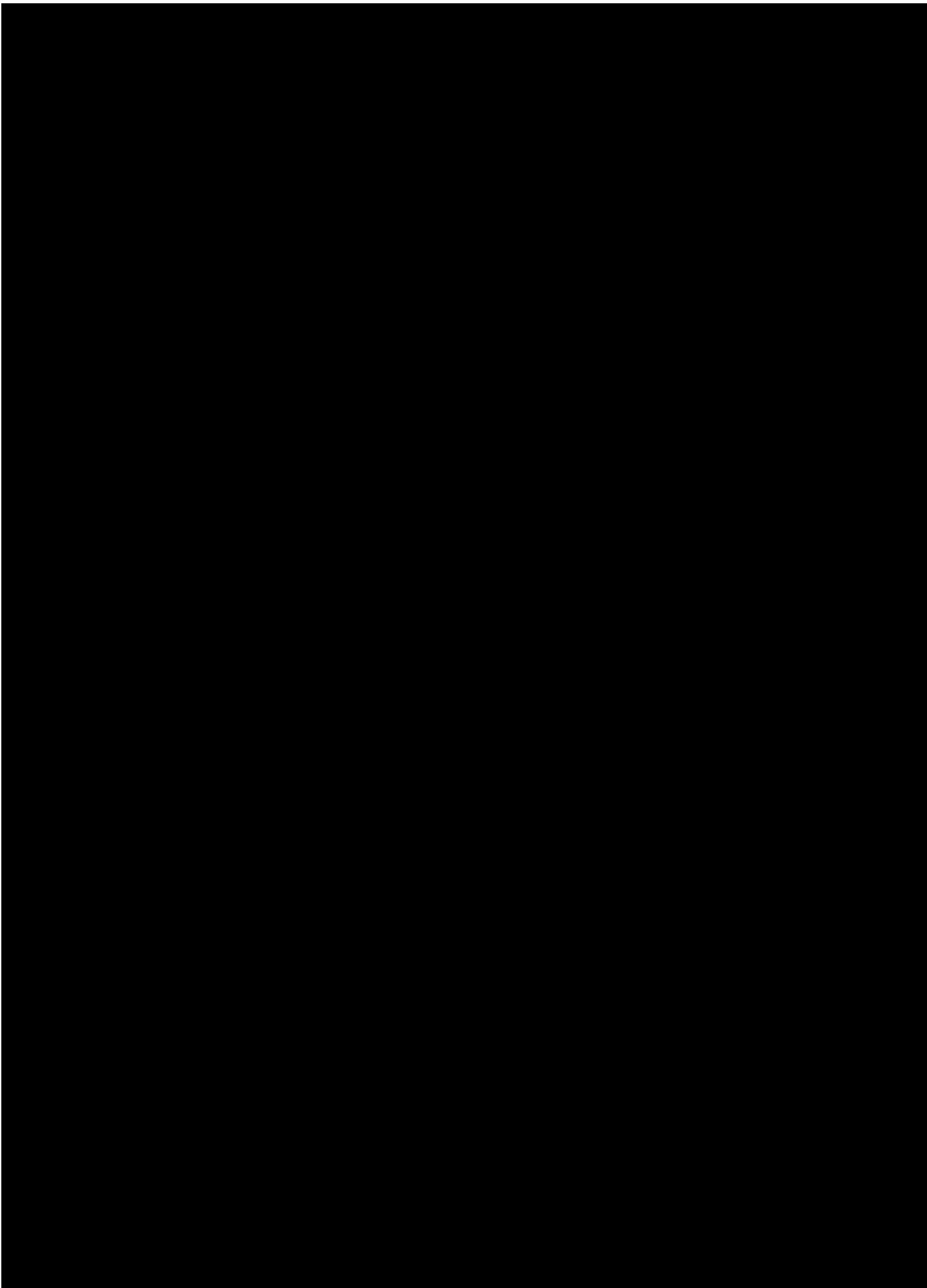


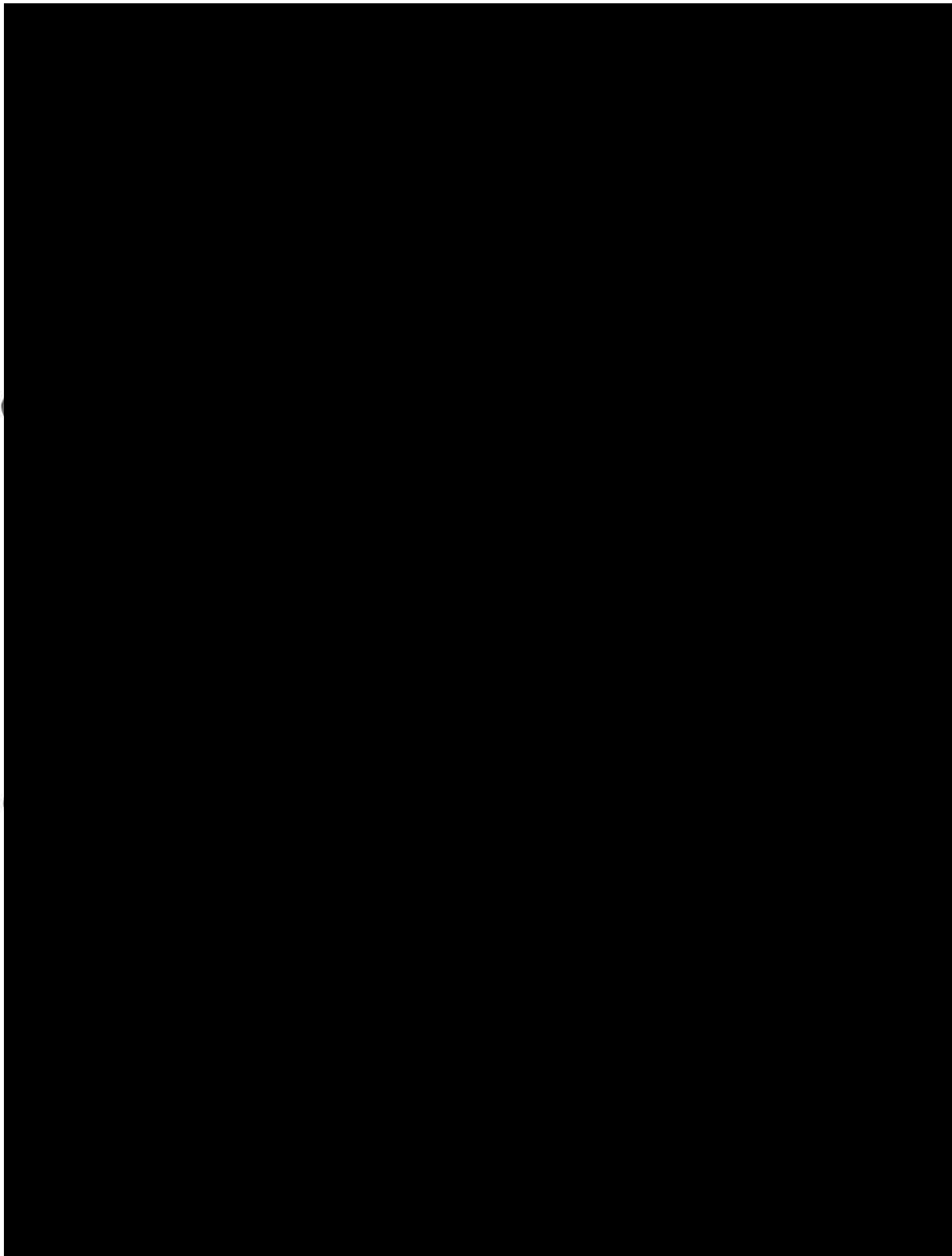


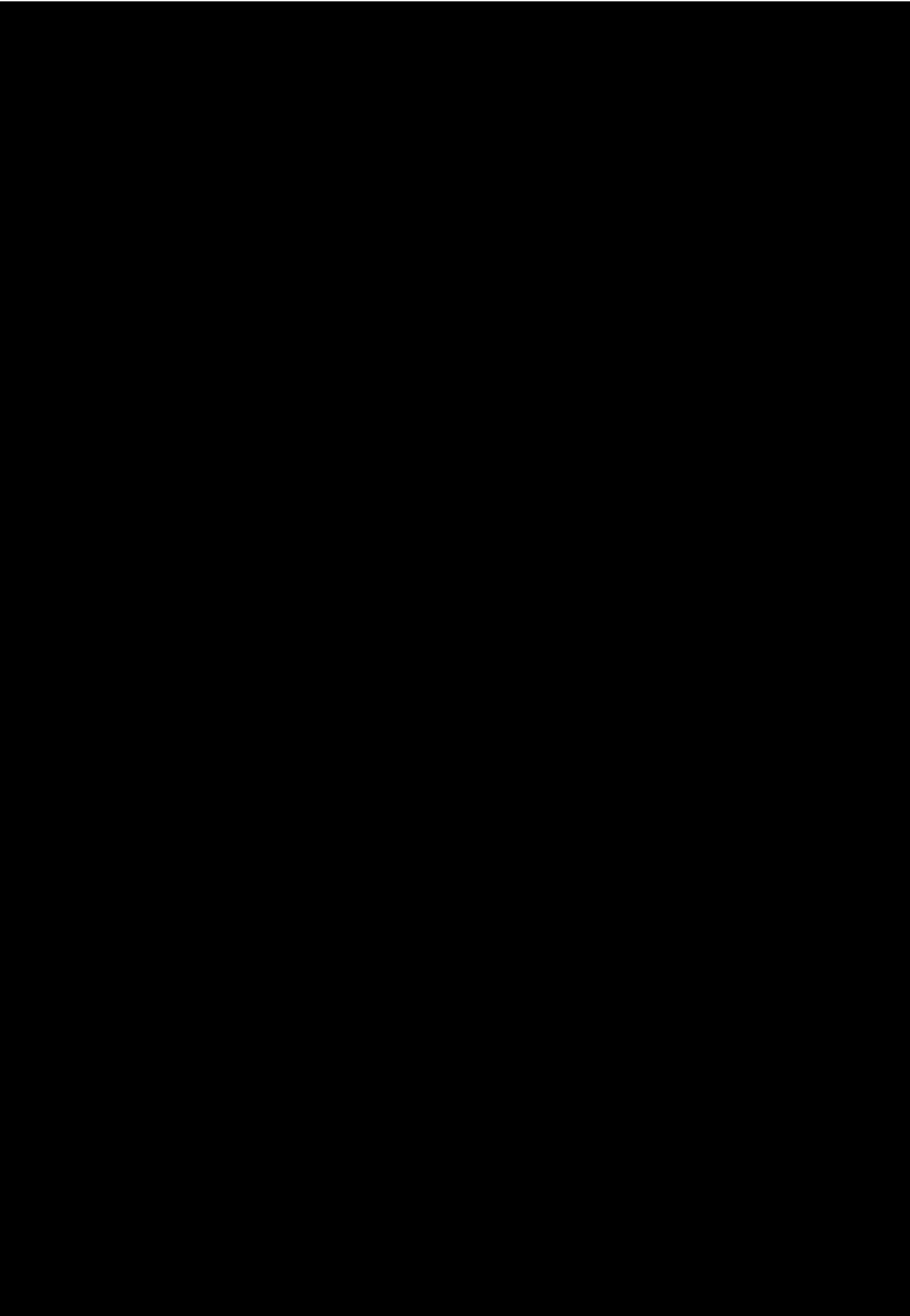


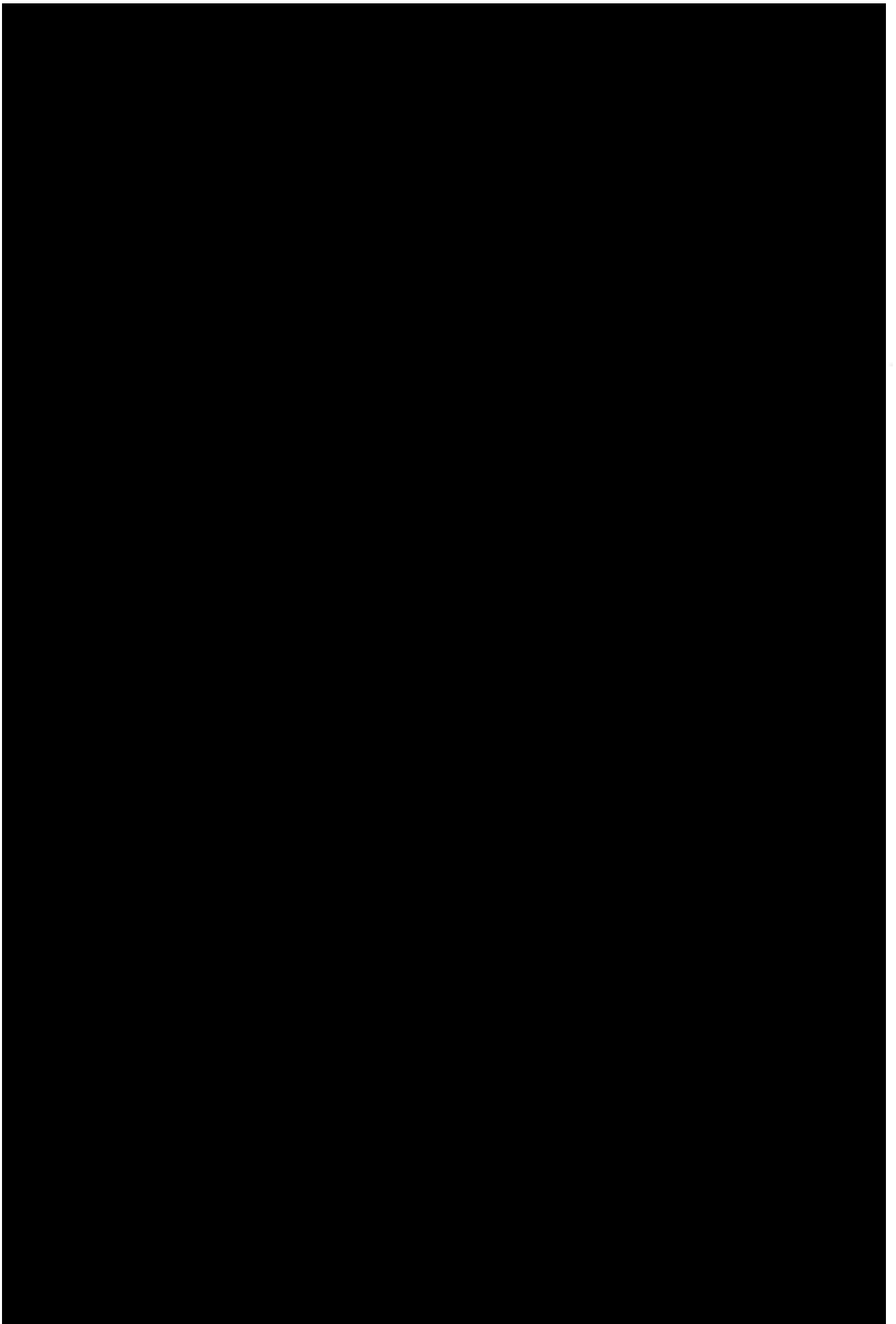


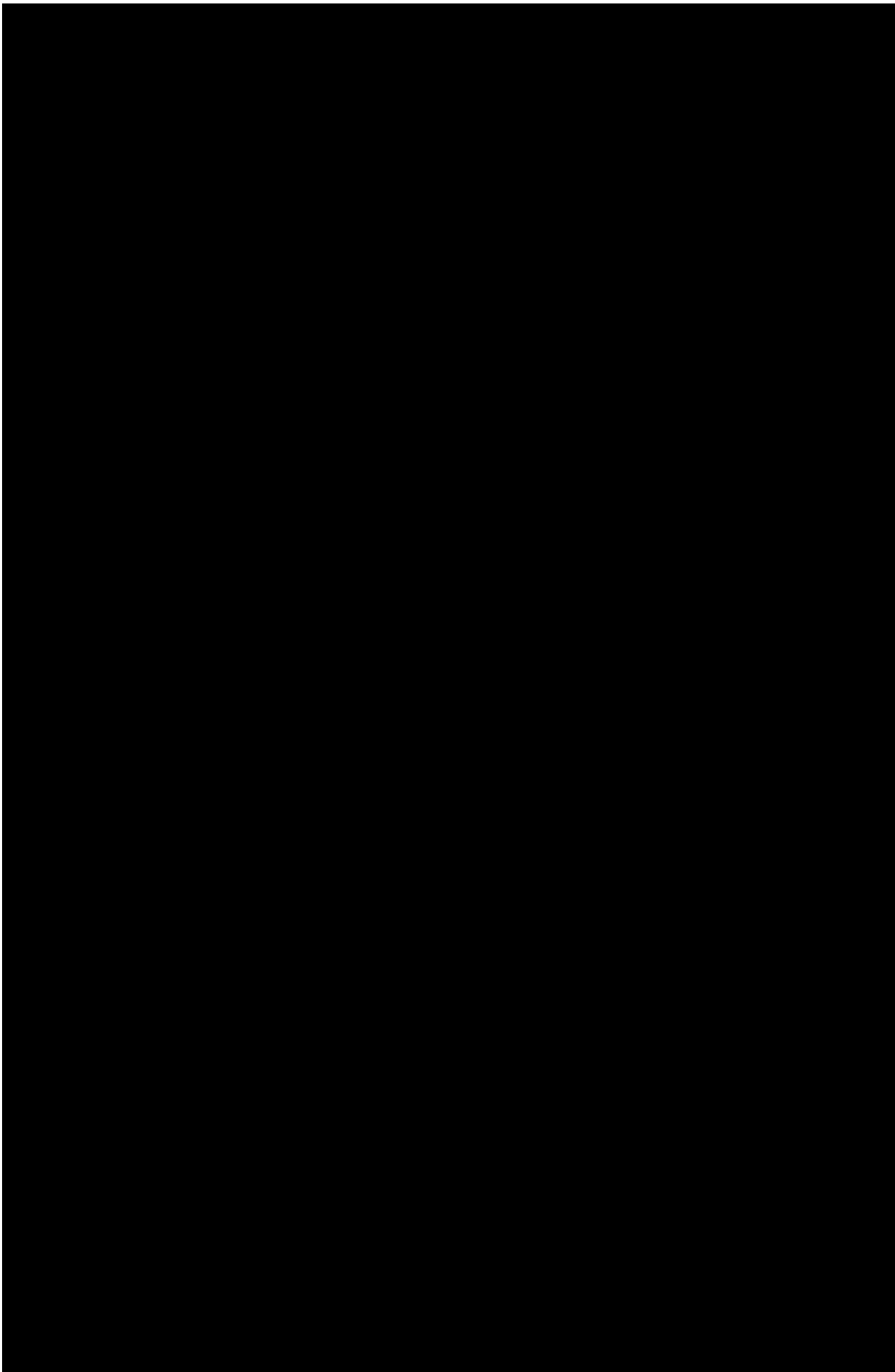












SCHEDULE D5

Subdivision Requirements

(Clauses 1.1 and 25.1)

1. DEFINITIONS

In this Schedule D5:

Date for Subdivision means the Date of Completion.

Draft Subdivision Package means a package of proposed final versions of the Subdivision Documents prepared by the Principal in accordance with [REDACTED] of this Schedule D5.

Metro has the meaning given in the Management Statement.

2. PRINCIPAL TO PROCURE SUBDIVISION

(a) The Principal will:

(i) take reasonable steps to procure Subdivision of the Land as soon as reasonably practicable after the date of this deed, having regard to the timing of completion of the Crows Nest Station; and

(ii) must, on or before the Date for Subdivision, procure the Subdivision of the Land,

in accordance with these Subdivision Requirements.

(b) The Principal will cause the Subdivision Documents to be prepared, updated, amended and finalised in accordance with the CSSI Approval and the Subdivision Principles.

(c) The Subdivision Plan, the Management Statement and the Section 88B Instrument represent the parties' intentions at the date of this deed for the proposed Subdivision of the Land, to the extent that relevant information was available to the parties as at the date of this deed.

(d) The Subdivision Plan shows the approximate intended boundaries of the various elements of the Land, including each of the following:

(i) Development Lot B;

(ii) the Development Lot;

(iii) Development Lot C; and

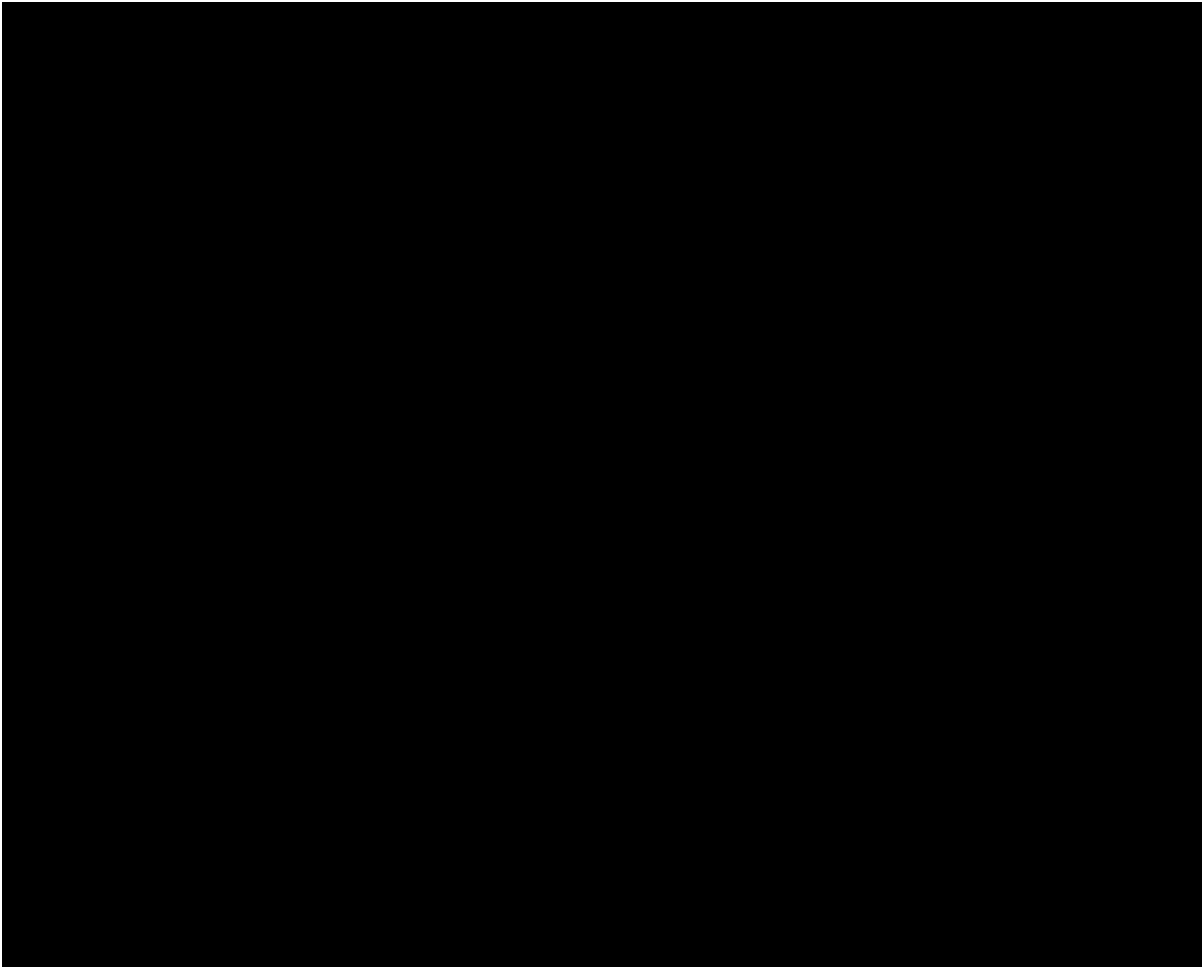
(iv) the Station Lot,

and also the intended boundaries of the easements, covenants and restrictions on use being created pursuant to the Section 88B Instrument.

(e) The Section 88B Instrument contains the easements and other interests in land and their draft terms that will need to be created in conjunction with the Subdivision Plan and represents the agreement of the Principal and the Developer at the date of this

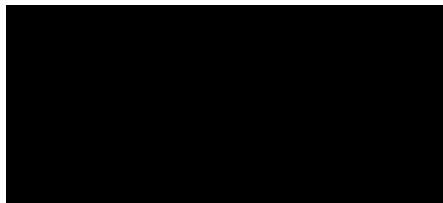
deed to those easements and other interests in land and their draft terms, to the extent that relevant information was available to the parties as at the date of this deed.

- (f) The Management Statement represents the parties' negotiated and agreed terms and position at the date of this deed, to the extent that relevant information was available to the parties as at the date of this deed. The Developer acknowledges and agrees that:
 - (i) the Management Statement may take the form of a building management statement or a strata management statement and the Principal may amend the form of the Management Statement set out in Schedule D9 (*Management Statement*) to reflect any such changes, including appropriate terms and conditions to ensure consistency with applicable strata legislation and to reflect the intent that a waiver from the Registrar General under section 99(2) of the *Strata Schemes Development Act 2015* (NSW) may be sought; and
 - (ii) the Management Statement may be registered together with the Subdivision Plan and the Section 88B Instrument or may be registered at a later date (in the Principal's discretion), provided that the Management Statement is registered on or before the Date for Subdivision.
- (g) The Subdivision Plan, the Section 88B Instrument and the Management Statement may require amendment up to the date of lodgement for registration at LRS, such amendment to be made in accordance with the Subdivision Principles and the provisions set out in these Subdivision Requirements.



4. **SUBMISSION OF DRAFT SUBDIVISION PACKAGE**

- (a) **(Developer to provide notice of expected Date of Completion)** The Developer must provide the Principal with notice of the date on which it expects to reach Completion at each of:



prior to that date, unless the Principal has notified the Developer in writing that such notices are not required.

- (b) **(Provision of Draft Subdivision Package)** The Principal will provide the Draft Subdivision Package to the Developer at least [REDACTED] prior to the date on which the Principal expects to finalise and register the Subdivision Documents.

- (c) **(Developer may provide comment)** Within [REDACTED] after the date on which the Principal submits the Draft Subdivision Package to the Developer under clause 4(b) of this Schedule D5, the Developer may by notice to the Principal provide comments on the Draft Subdivision Package to the extent that the Developer believes (acting reasonably) that the Draft Subdivision Package:

(i) is not consistent with the express provisions of the Subdivision Principles or these Subdivision Requirements or with Law; or

(ii) gives rise to a material adverse impact on the Developer. The Developer acknowledges and agrees that an amendment to the Subdivision Documents will not give rise to a material adverse impact on the Developer if it is an amendment that:

(A) is contemplated under [REDACTED] of this Schedule D5; and/or

(B) does not touch or concern the Development Lot or, in respect of the Management Statement, any Shared Facilities on or for the benefit of the Development Lot,

together with details of any amendments required to the Draft Subdivision Package to deal with the inconsistency or material adverse impact.

- (d) **(If Principal agrees with Developer's comments)** If and to the extent that the Principal agrees with any of the Developer's comments given under clause 4(c) of this Schedule D5, the Principal may amend the Subdivision Documents to rectify the

inconsistency or remove, reduce or avoid the material adverse impact raised by the Developer.

- (e) **(If Principal does not agree with Developer's comments or does not amend Subdivision Documents)** If the Principal:
- (i) does not agree with any of the Developer's comments given under and in accordance with clause 4(c) of this Schedule D5 or does not amend the Subdivision Documents to address the comments of the Developer under clause 4(c) of this Schedule D5, either party may refer the matter to dispute resolution under clause 34 (*Dispute resolution*); and
 - (ii) has not yet lodged for registration the Subdivision Documents and any intended lodgement by the Principal for registration of the Subdivision Documents will not be delayed, the Principal will amend the Subdivision Documents to reflect the outcome of the resolution under clause 34 (*Dispute resolution*).
- (f) **(Principal may proceed with registration)** Whether or not the Developer has provided comments under clause 4(c) of this Schedule D5, the Principal has amended the Subdivision Documents to take into account any comments of the Developer under clause 4(c) of this Schedule D5 or a matter has been referred to dispute resolution under clause 4(e) of this Schedule D5 and has not yet been resolved, the Principal is entitled, in its discretion, to lodge the Subdivision Documents with the LRS for registration.
- (g) **(Alterations)** The Principal may, at any time, alter the Subdivision Documents to the extent necessary to comply with any Law, the requirements of any Authority or the requirements of the LRS.

5. DEVELOPER BOUND BY ENCUMBRANCES

The Developer agrees that:

- (a) on registration of all Encumbrances to be created under the Subdivision Documents, it is, or will be, bound by such Encumbrances and must not cause a breach of such Encumbrances; and
- (b) any lease, licence or other right of occupation granted by the Developer in respect of the Development Lot must contain an acknowledgment from any tenant, licensee or occupier that it is bound by and must not cause a breach of the terms of those Encumbrances even if they are registered after the date the Developer enters into its arrangements with the relevant tenant, licensee or occupier.

6. NOTICE OF CREATION OF DEVELOPMENT LOT

The Principal must, within [REDACTED] after it becomes aware that the Development Lot has been created by way of registration of the Subdivision Documents, notify the Developer in writing of such registration.

7. DEVELOPER MAY PROCURE SUBDIVISION OF DEVELOPMENT LOT

- (a) **(Subdivision of Development Lot)** After the Principal has procured Subdivision of the Land and created the Development Lot as contemplated in this Schedule D5, the Developer may in, in its discretion, on or before the Date of Completion, procure the subdivision of the Development Lot in accordance with this clause 7.

(b) **(Prepare DL Subdivision Documents)** If the Developer wishes to subdivide the Development Lot as contemplated under clause 7(a) of this Schedule D5:

(i) the Developer will cause a plan of subdivision for such subdivision of the Development Lot to be prepared in accordance with all relevant Approvals, all applicable Laws and this clause 7, provided that such plan of subdivision:

(A) may only create from the Development Lot (and no other land) an OSD Commercial Stratum Lot and one or more OSD Retail Stratum Lots;

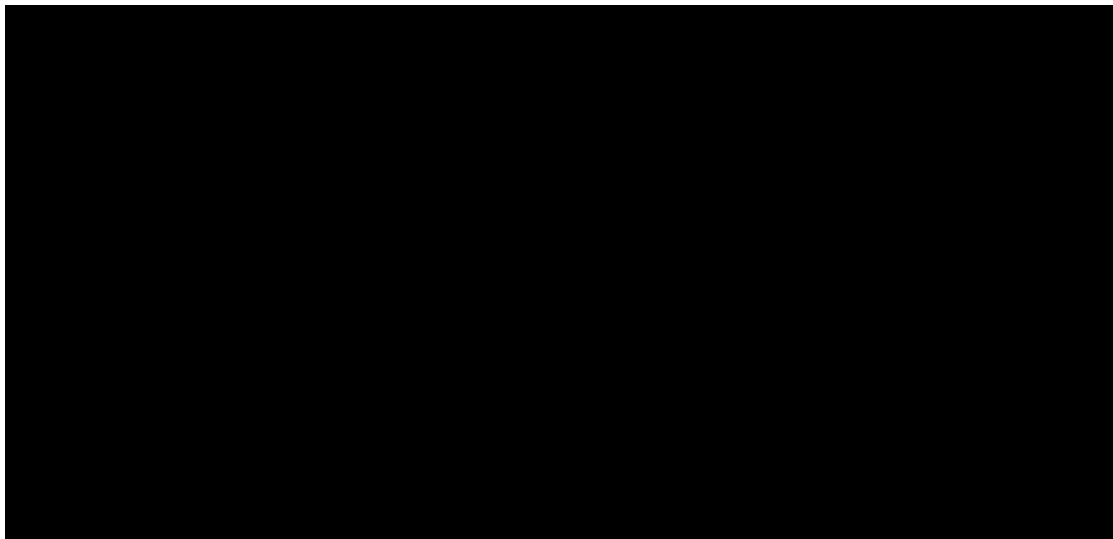
(B) must not relate to or affect any land other than the Development Lot or affect any rights or obligations of the Principal or its Associates or the owner of Development Lot C or create any additional risk or liability to the Principal or its Associates or the owner of Development Lot C without the consent in writing of the Principal (which consent may be given or withheld in its absolute discretion);

(C) must not comprise a strata subdivision of any part of the Development Lot and/or purport to create any strata lots or convert the Management Statement so that it becomes a strata management statement;

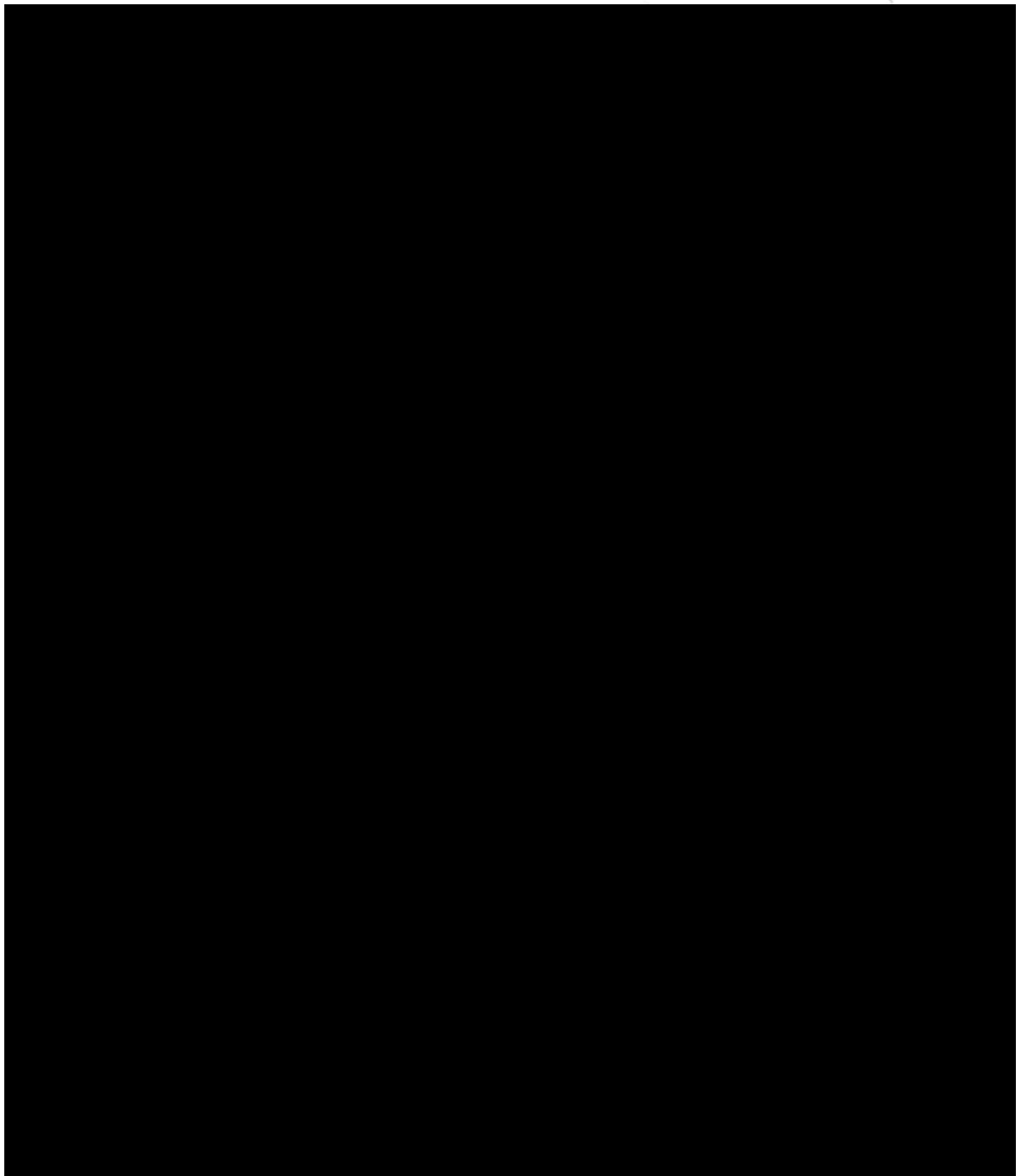
(D) must comply with the Management Statement and, without limiting clause 7(b)(i)(C) of this Schedule D5, must not have the effect of amending the Management Statement in any way without the consent in writing of the Principal (which consent may be given or withheld in its absolute discretion); and

(E) if any Encumbrances are proposed to be created pursuant to a section 88B instrument that accompanies the plan of subdivision or otherwise, such Encumbrances must not burden or benefit the Station Lot or Development Lot C, the Principal (in gross) or any other land owned by the Principal or amend any existing Encumbrance which burdens or benefits the Principal or land owned by the Principal or Development Lot C, without the consent in writing of the Principal (in its absolute discretion); and

(ii) the Developer must, as soon as practicable in the circumstances and at least [REDACTED] before the Date for Completion, provide to the Principal its proposal to achieve Subdivision of the Development Lot in accordance with this clause 7(b) (**DL Subdivision Proposal**).



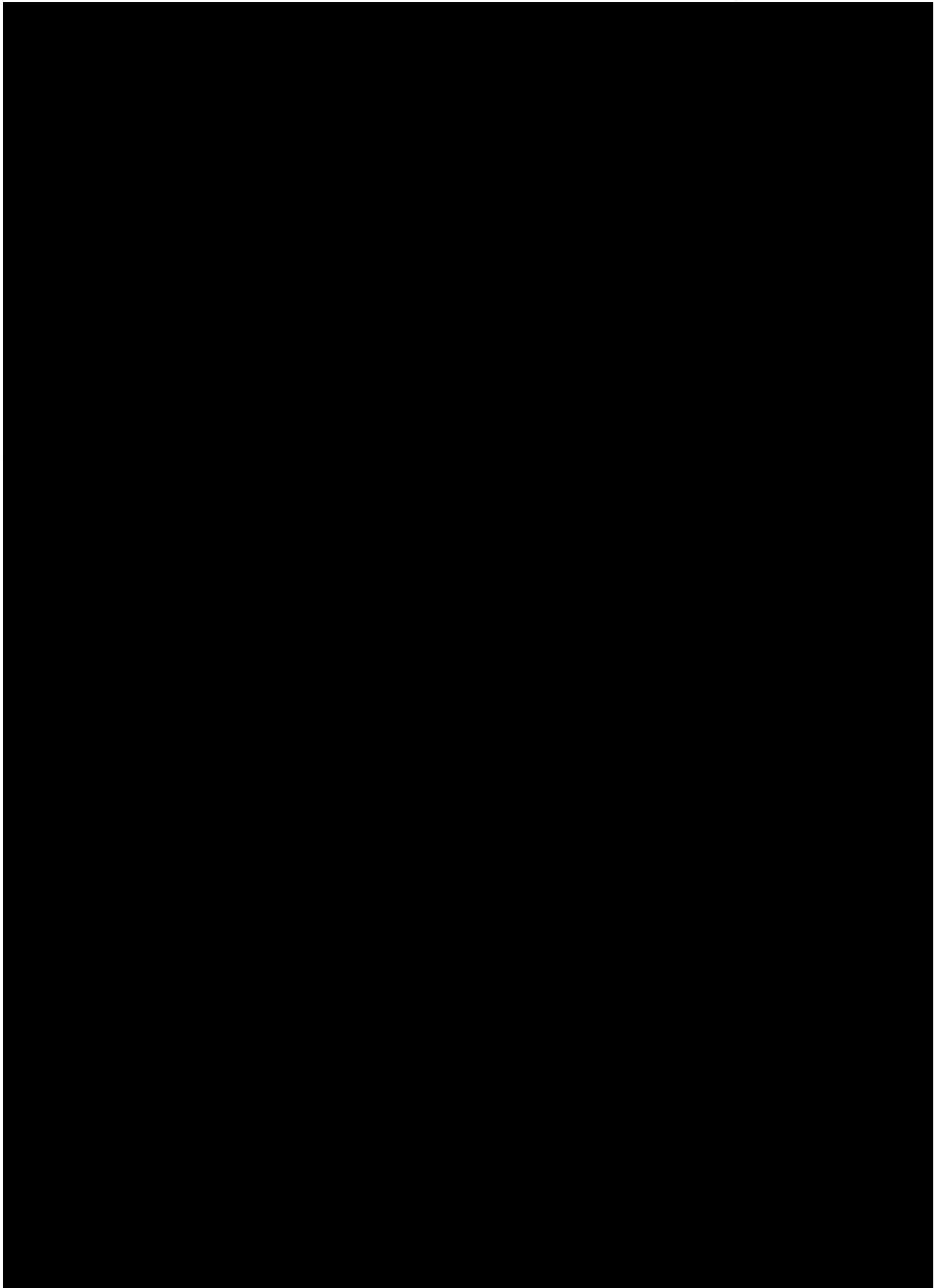
- (d) **(Co-operation)** The Developer must consult in good faith and co-operate with the Principal to develop the DL Subdivision Proposal. If requested to do so by the Principal, the Developer must, as soon as reasonably practicable:
- (i) meet with the Principal to discuss the DL Subdivision Proposal;
 - (ii) make available the surveyor who prepared the DL Subdivision Documents for the purpose of such discussion; and
 - (iii) do all things reasonably requested by the Principal, including providing additional information, to assist in the review of the DL Subdivision Proposal by the Principal.

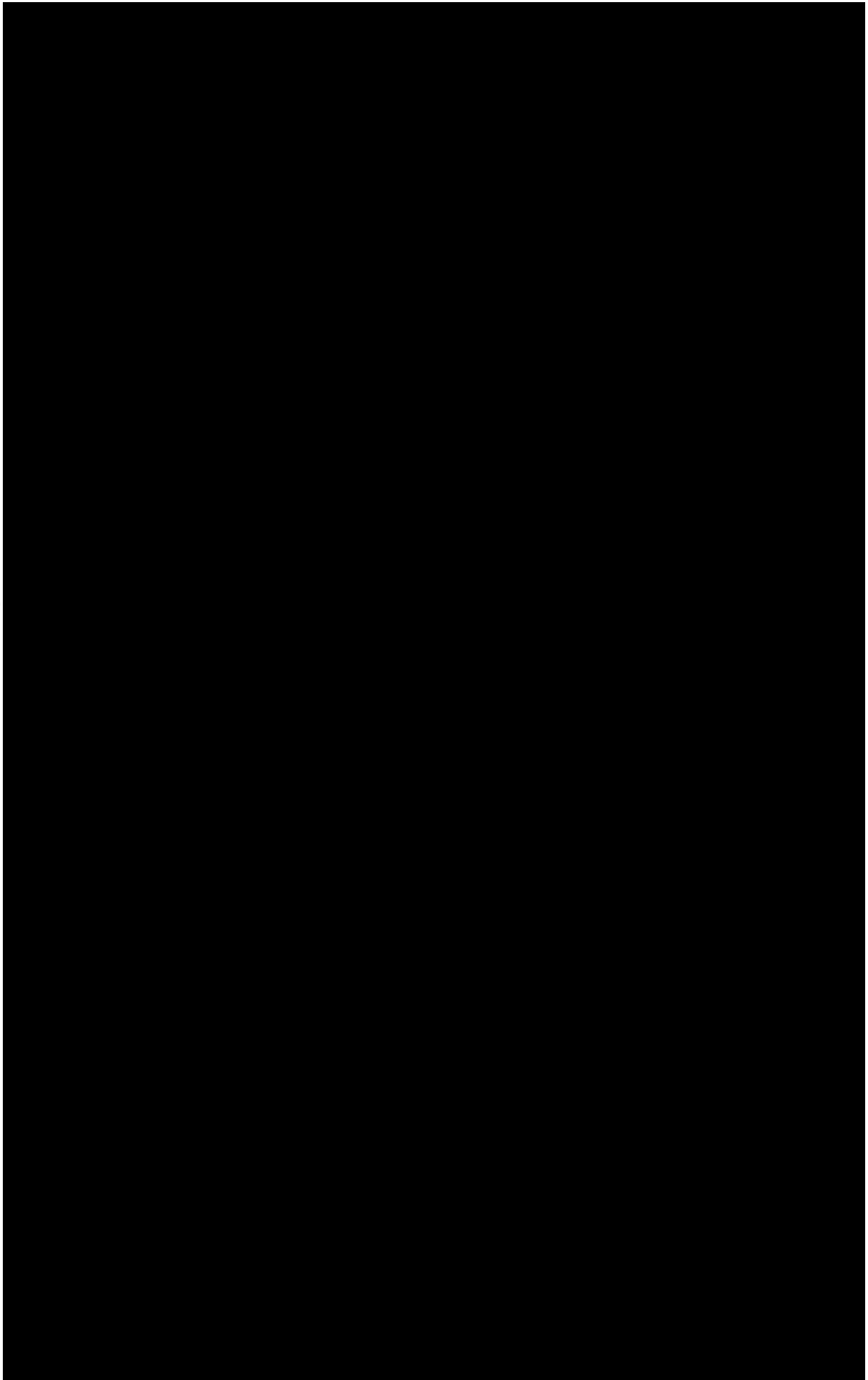


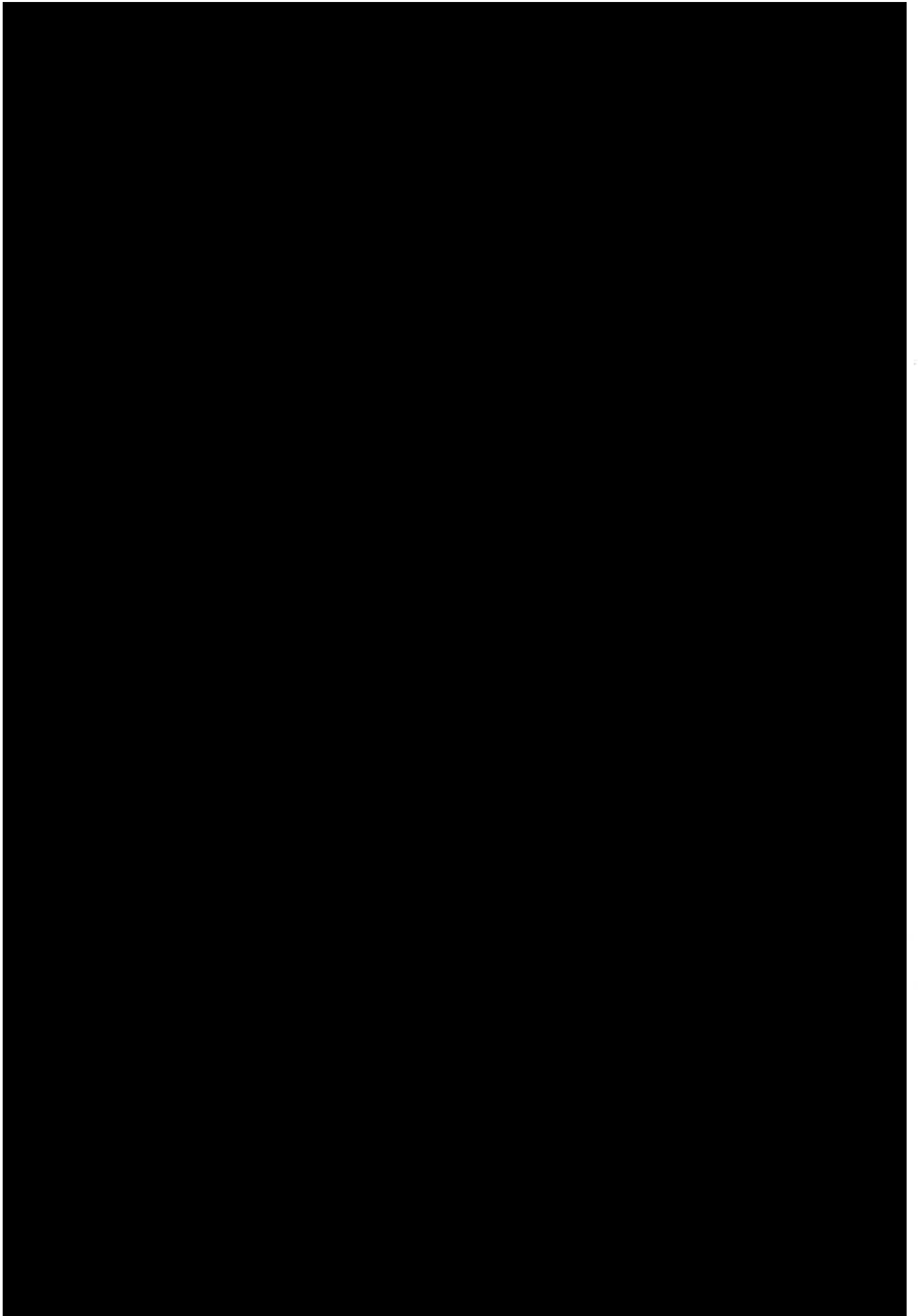


SCHEDULE D6

Subdivision Principles

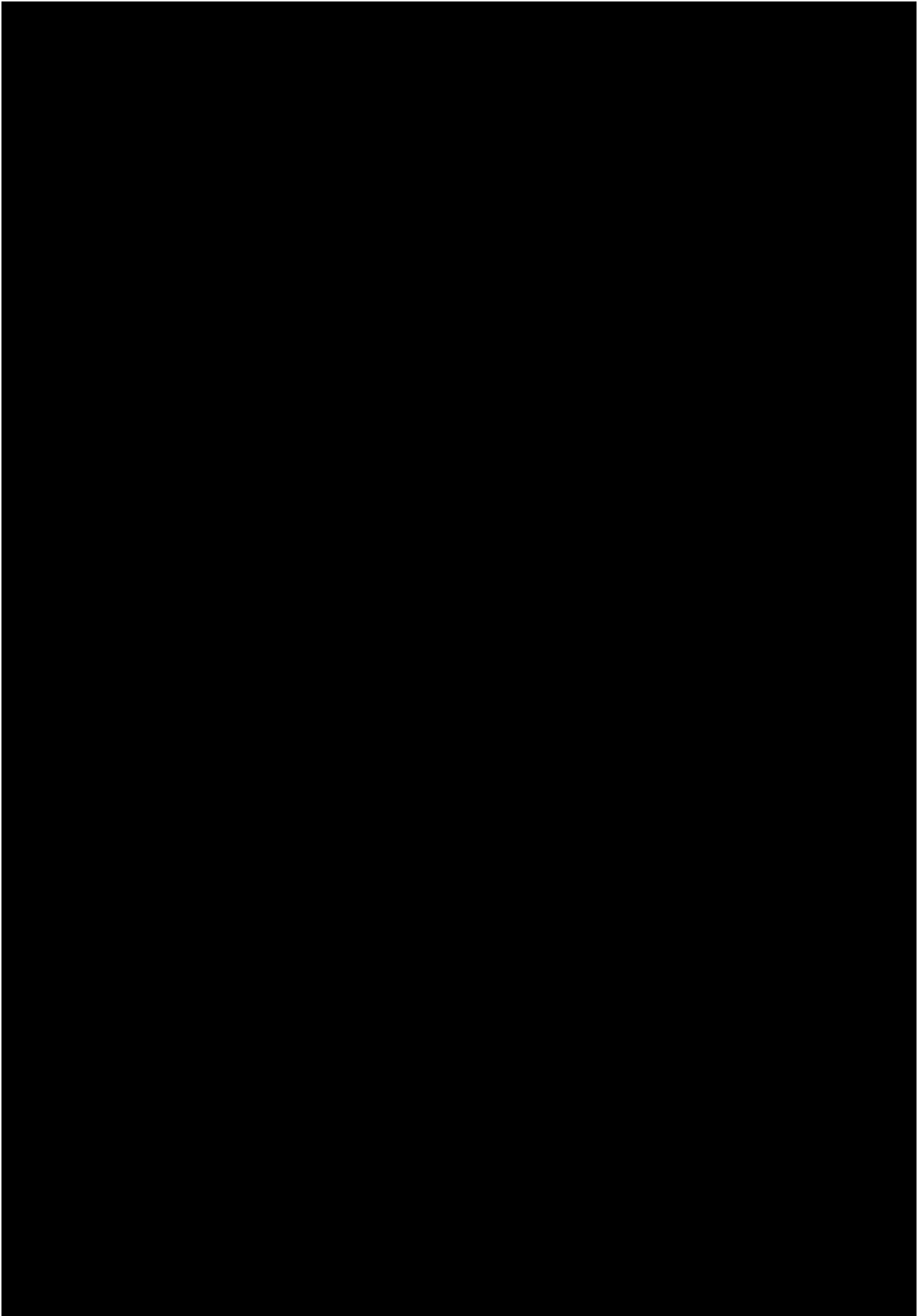






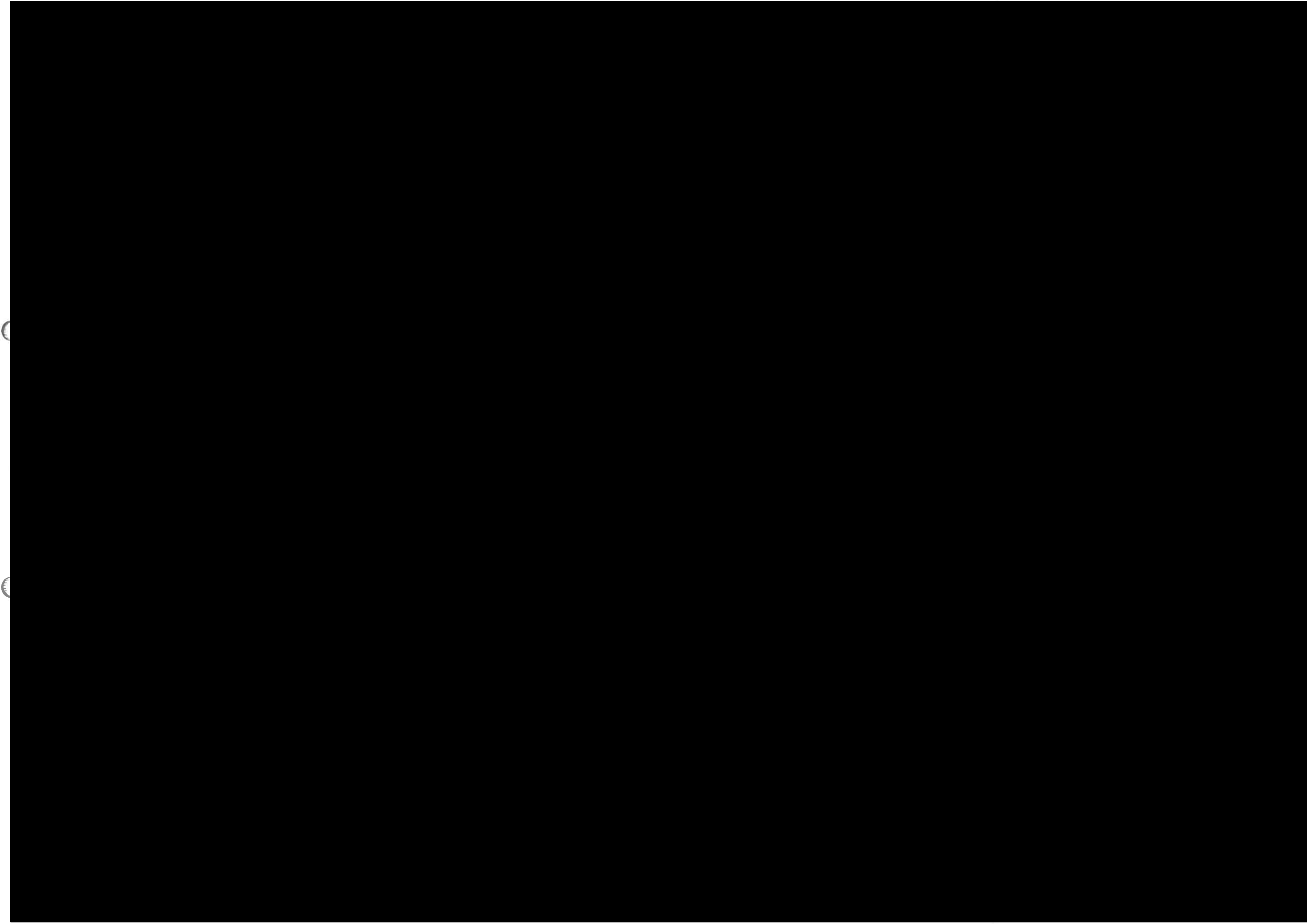
SCHEDULE D7

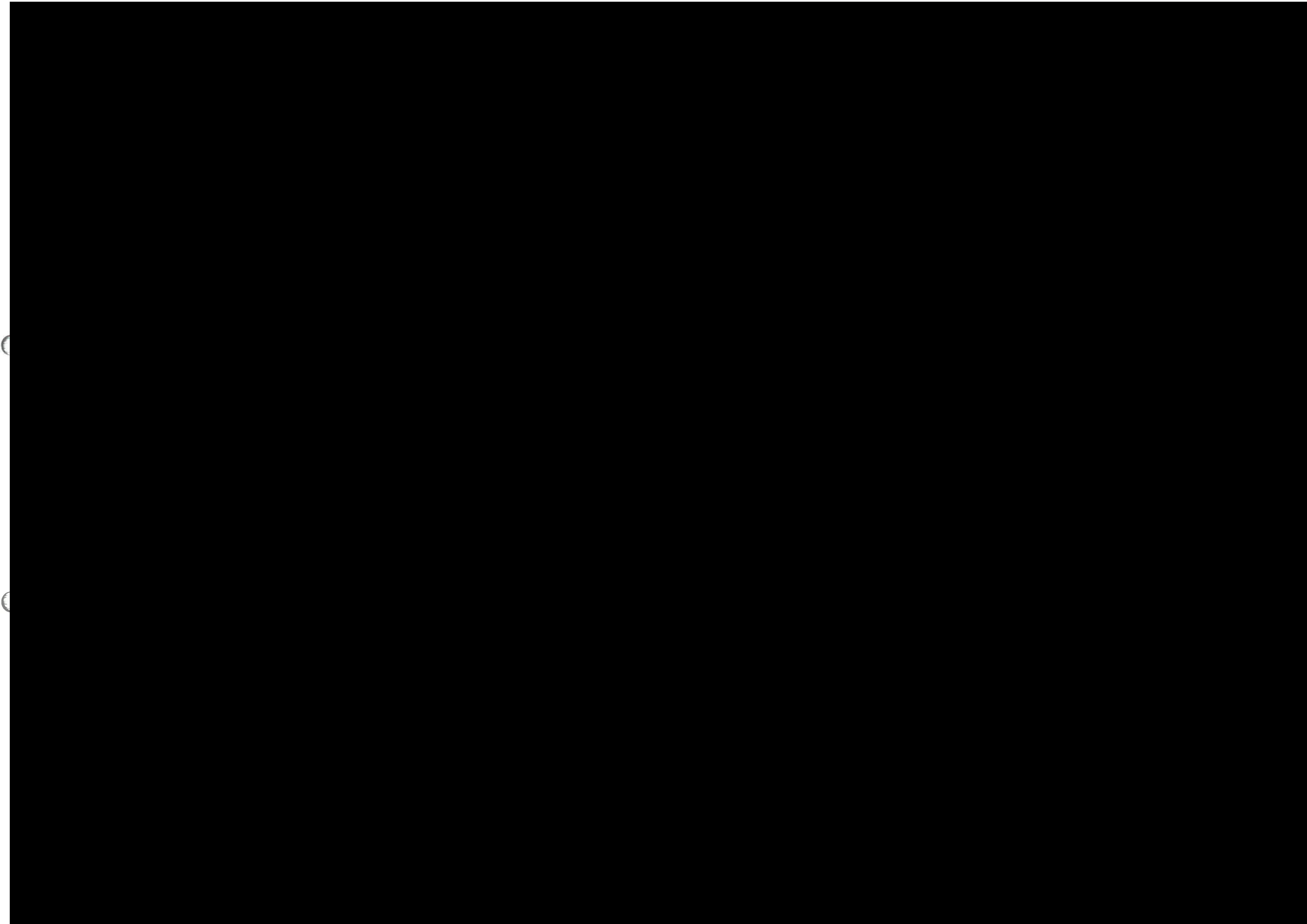
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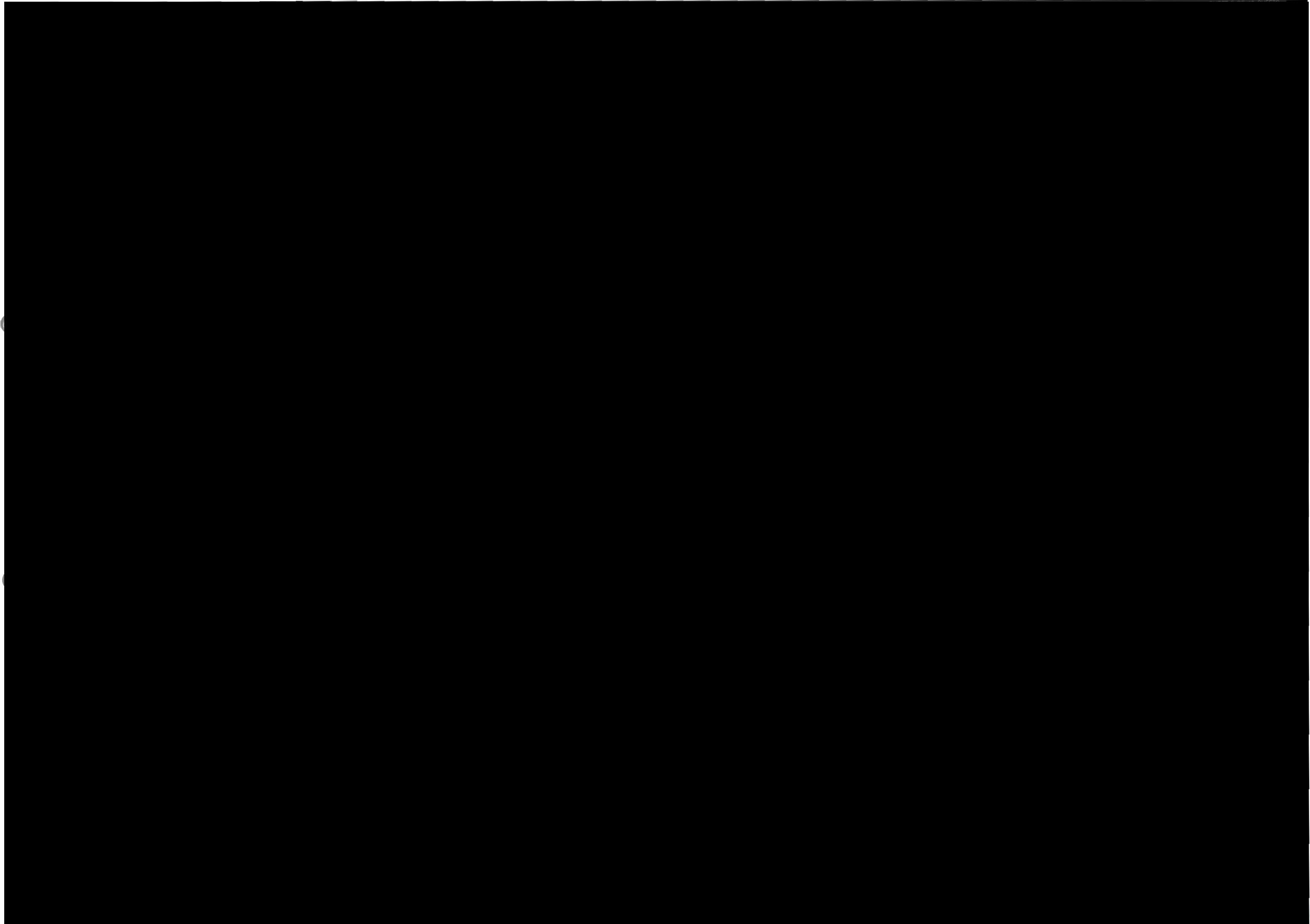


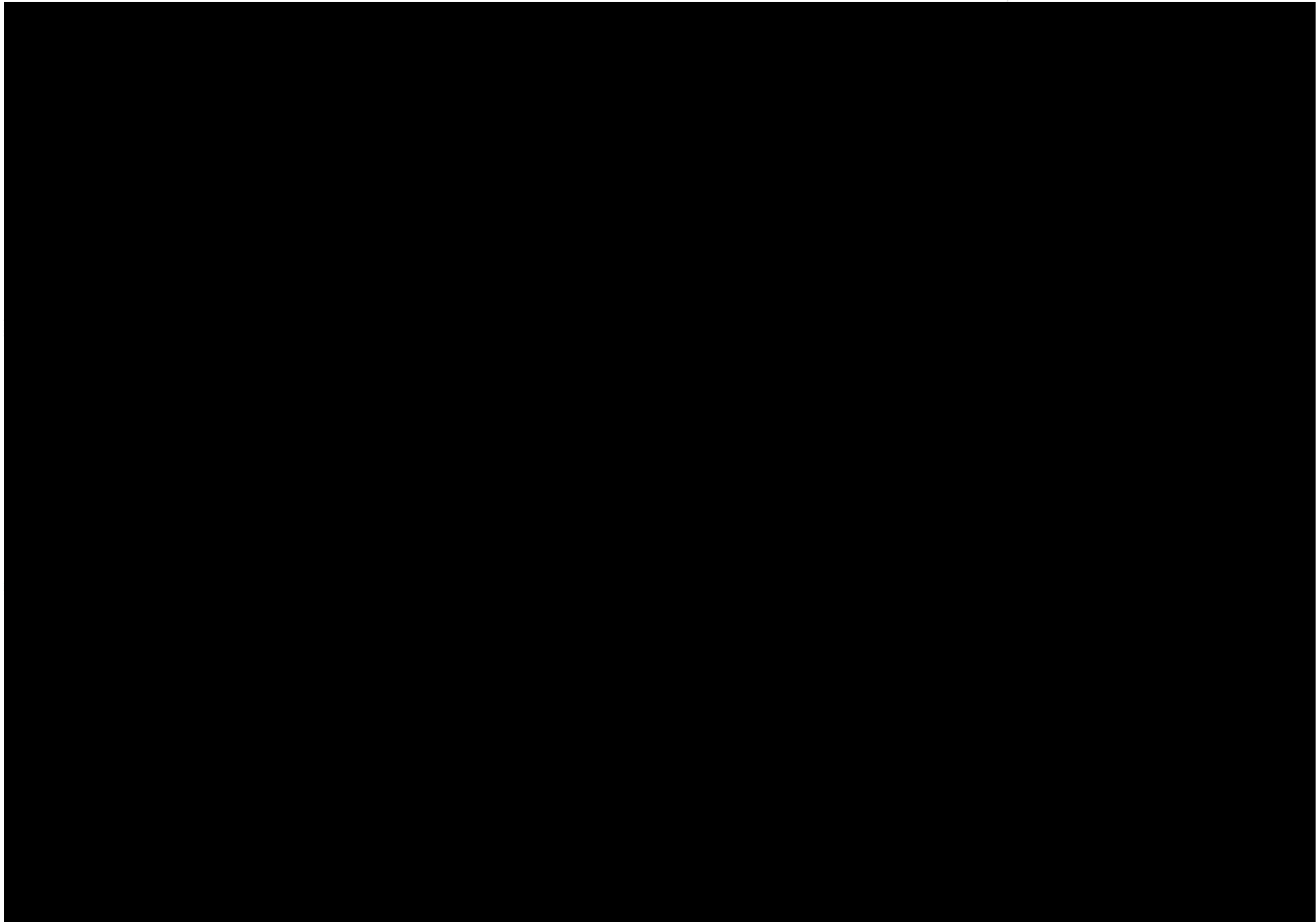


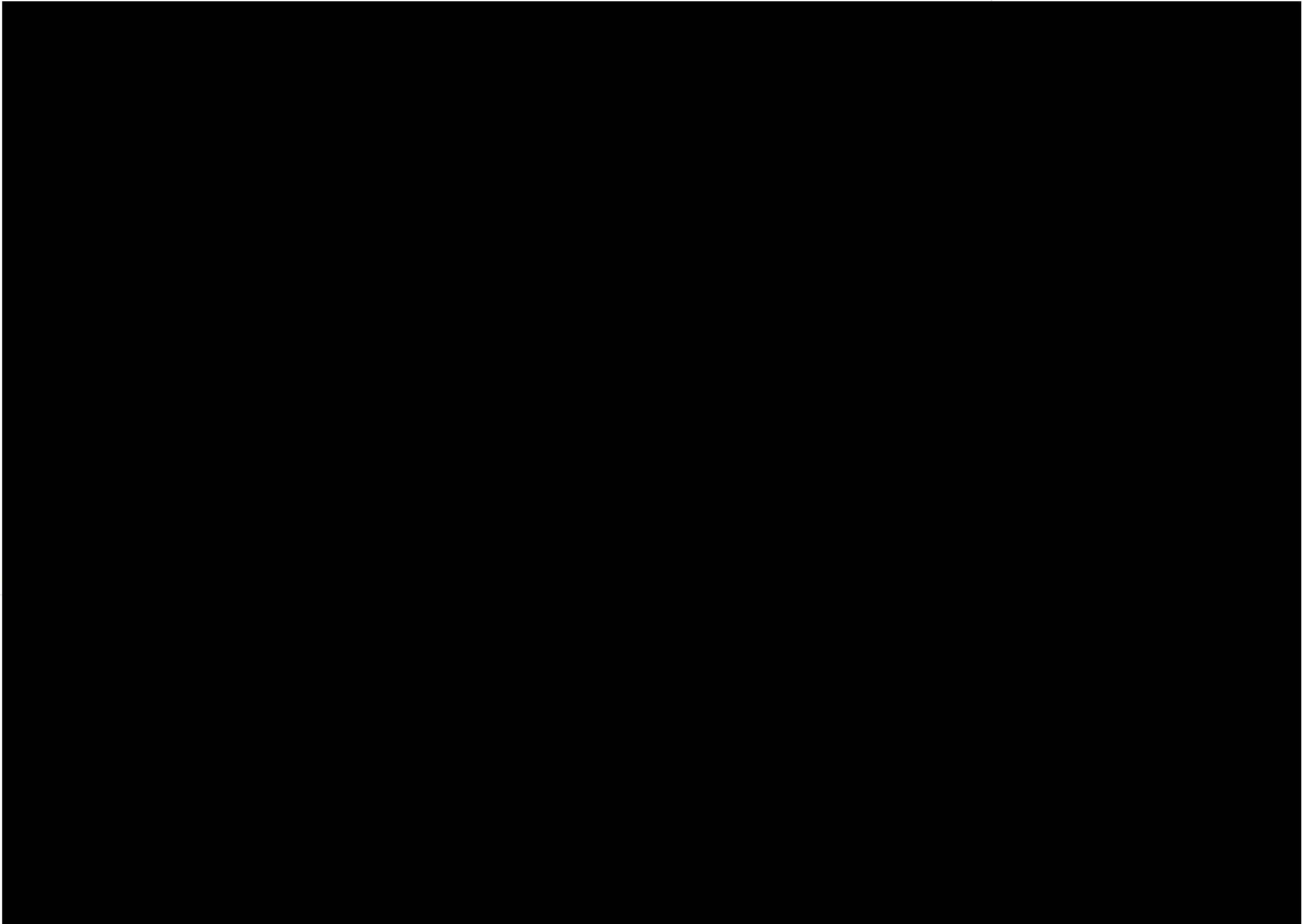


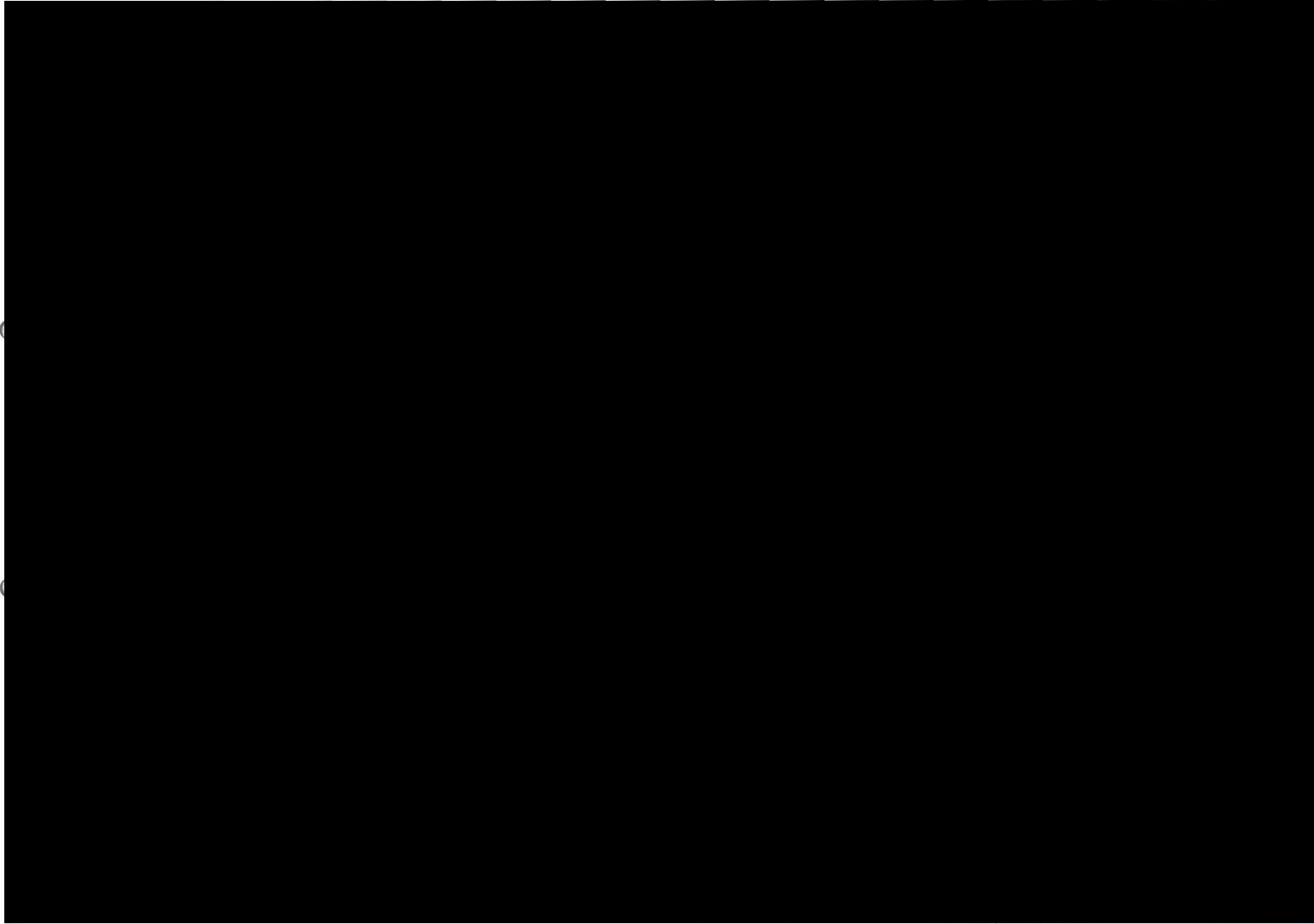


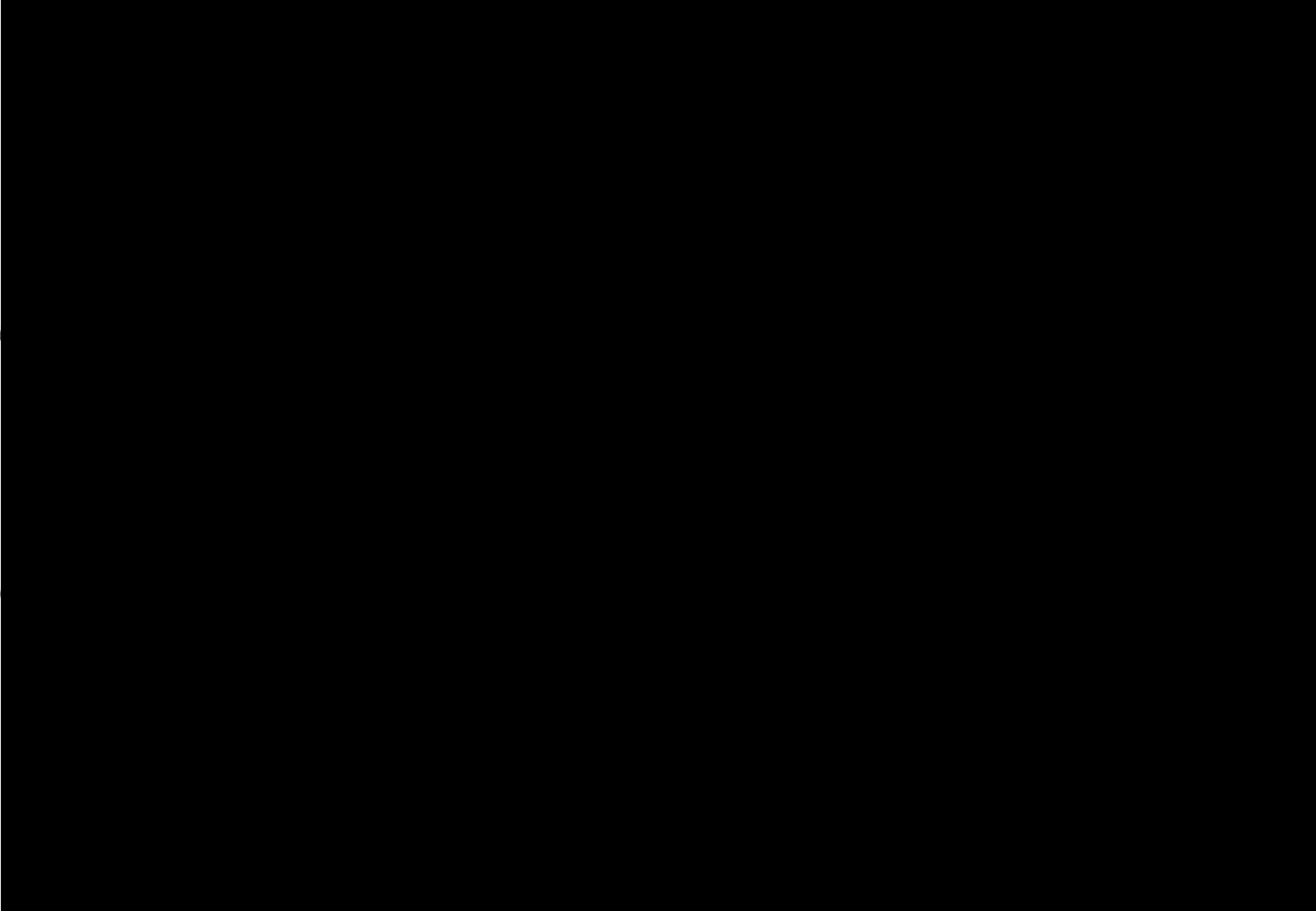


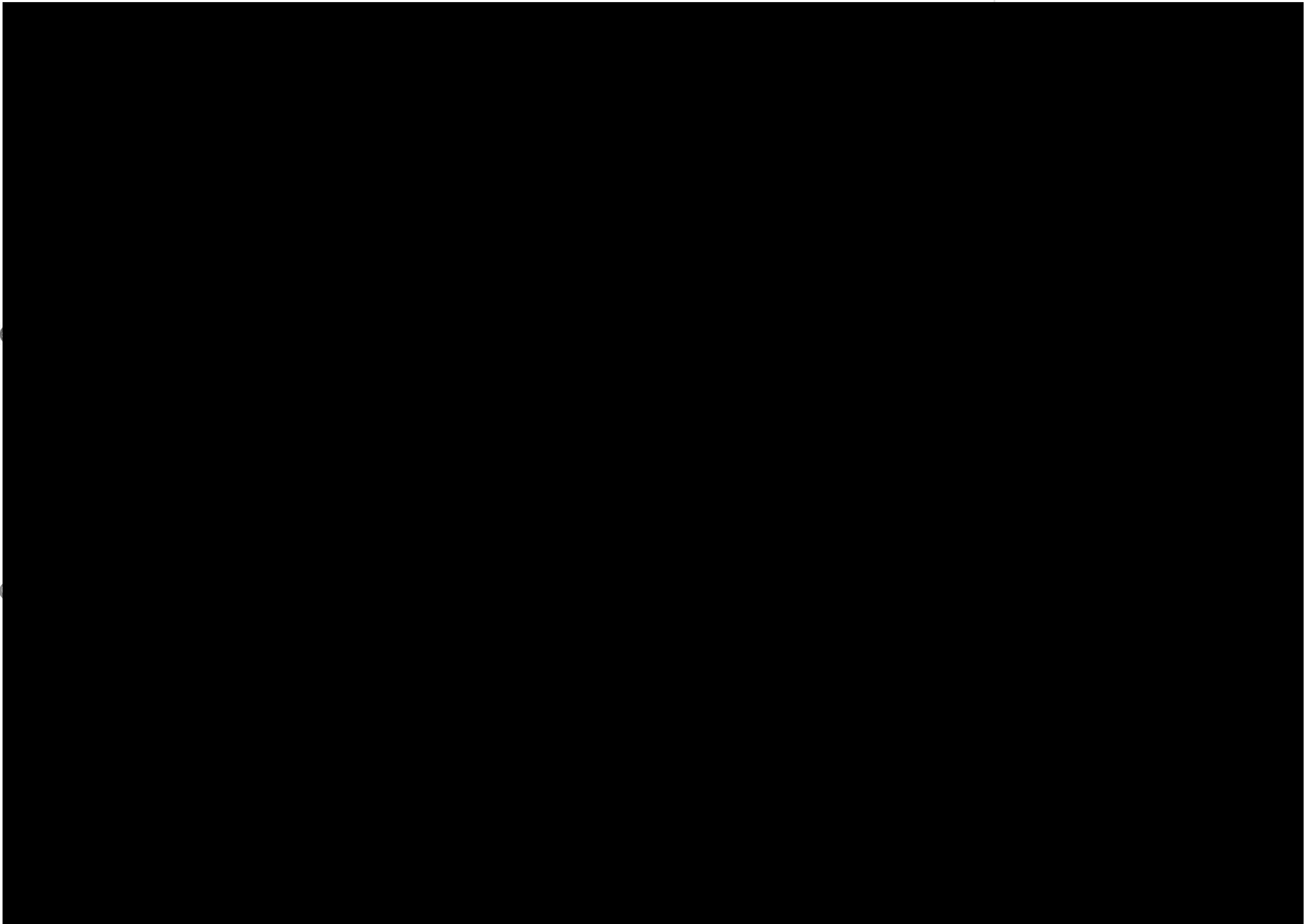






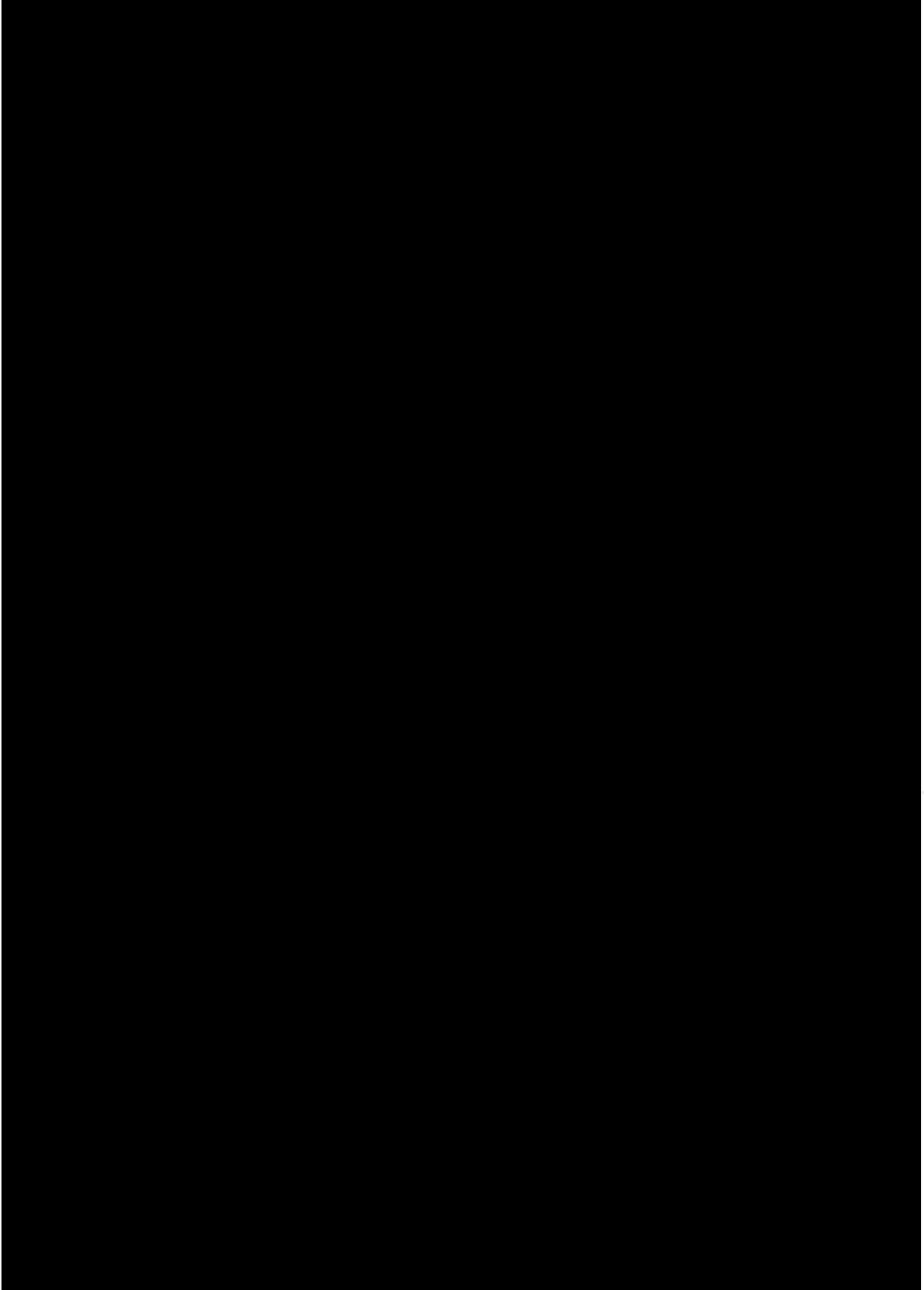


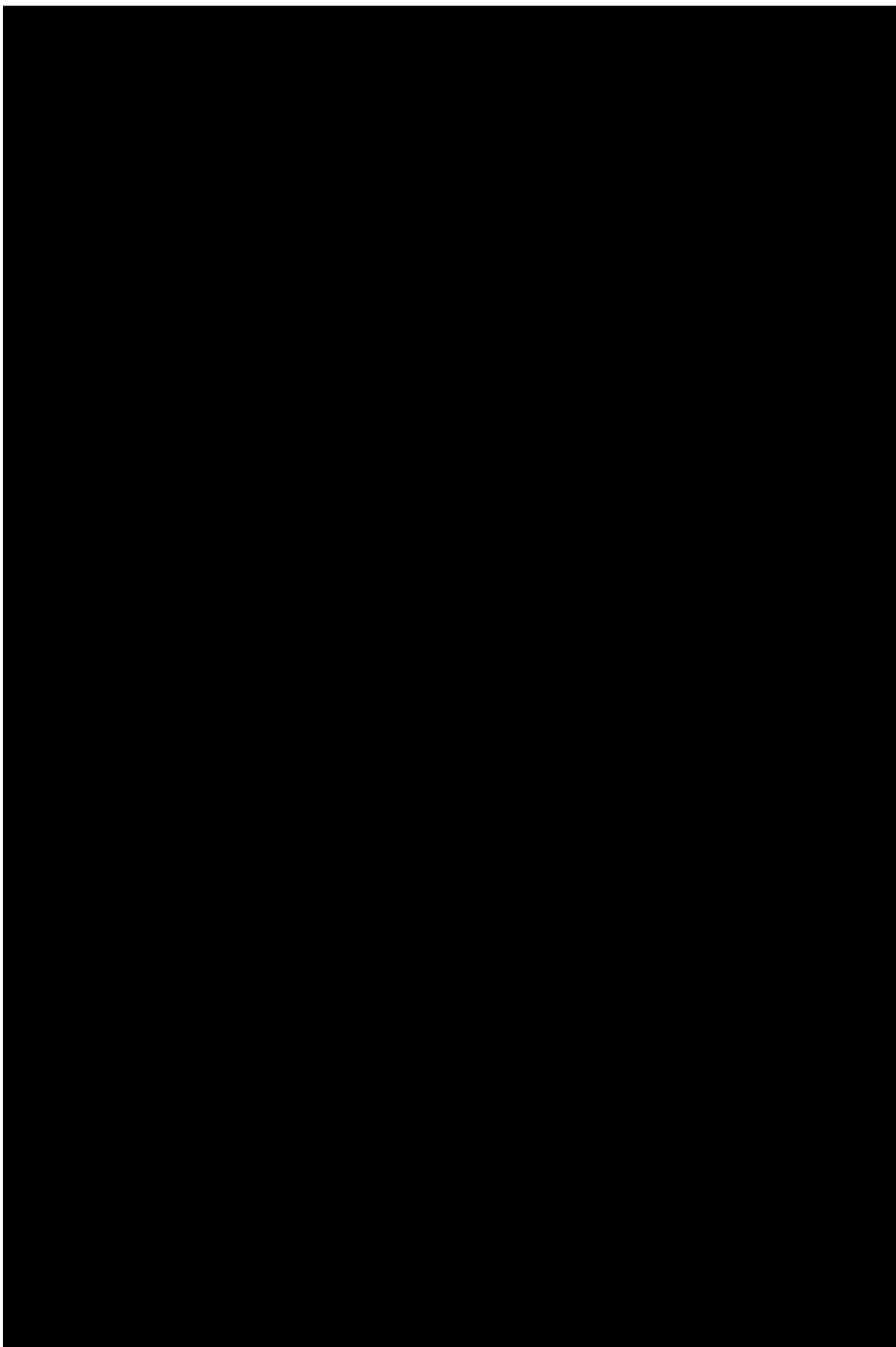


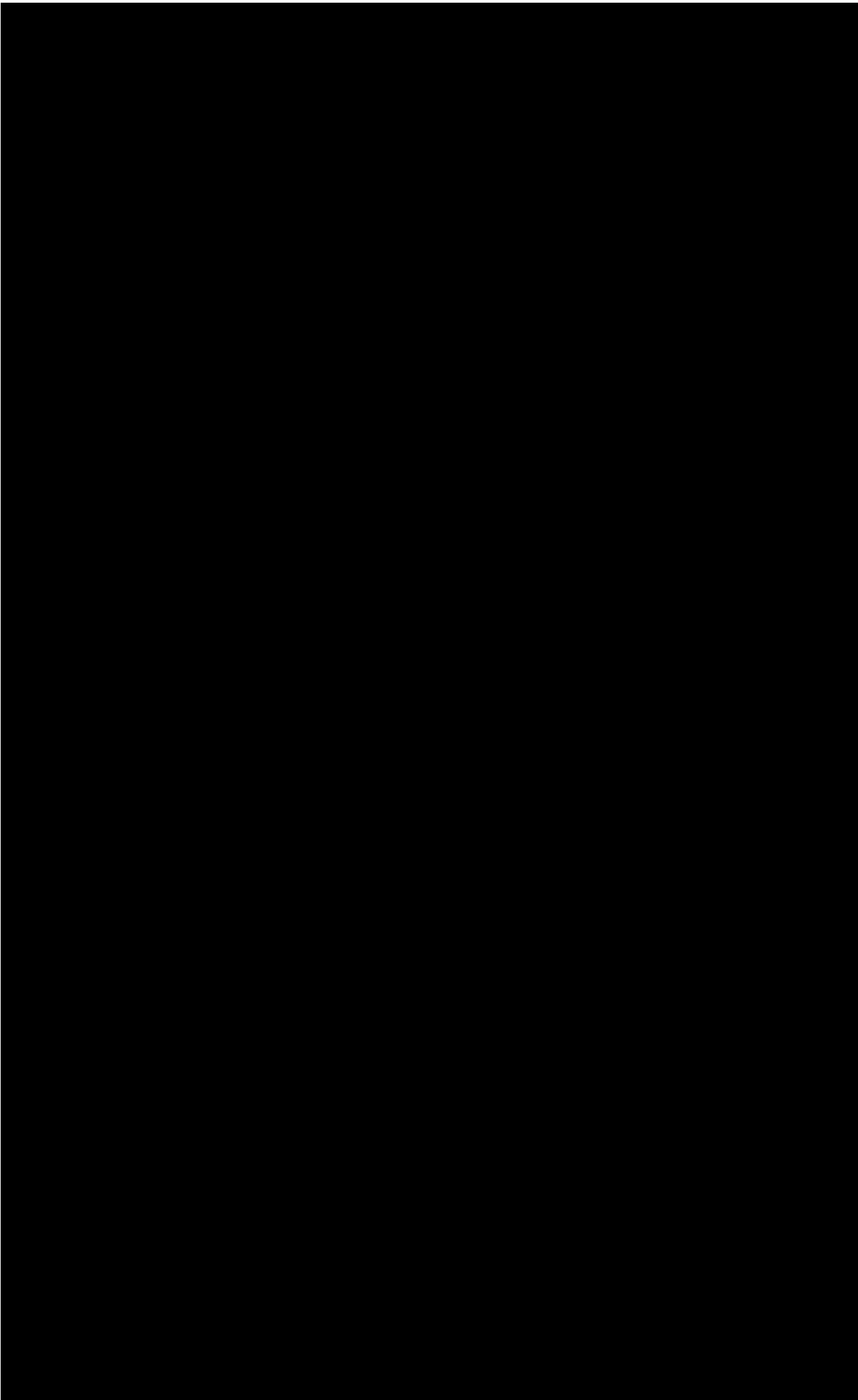


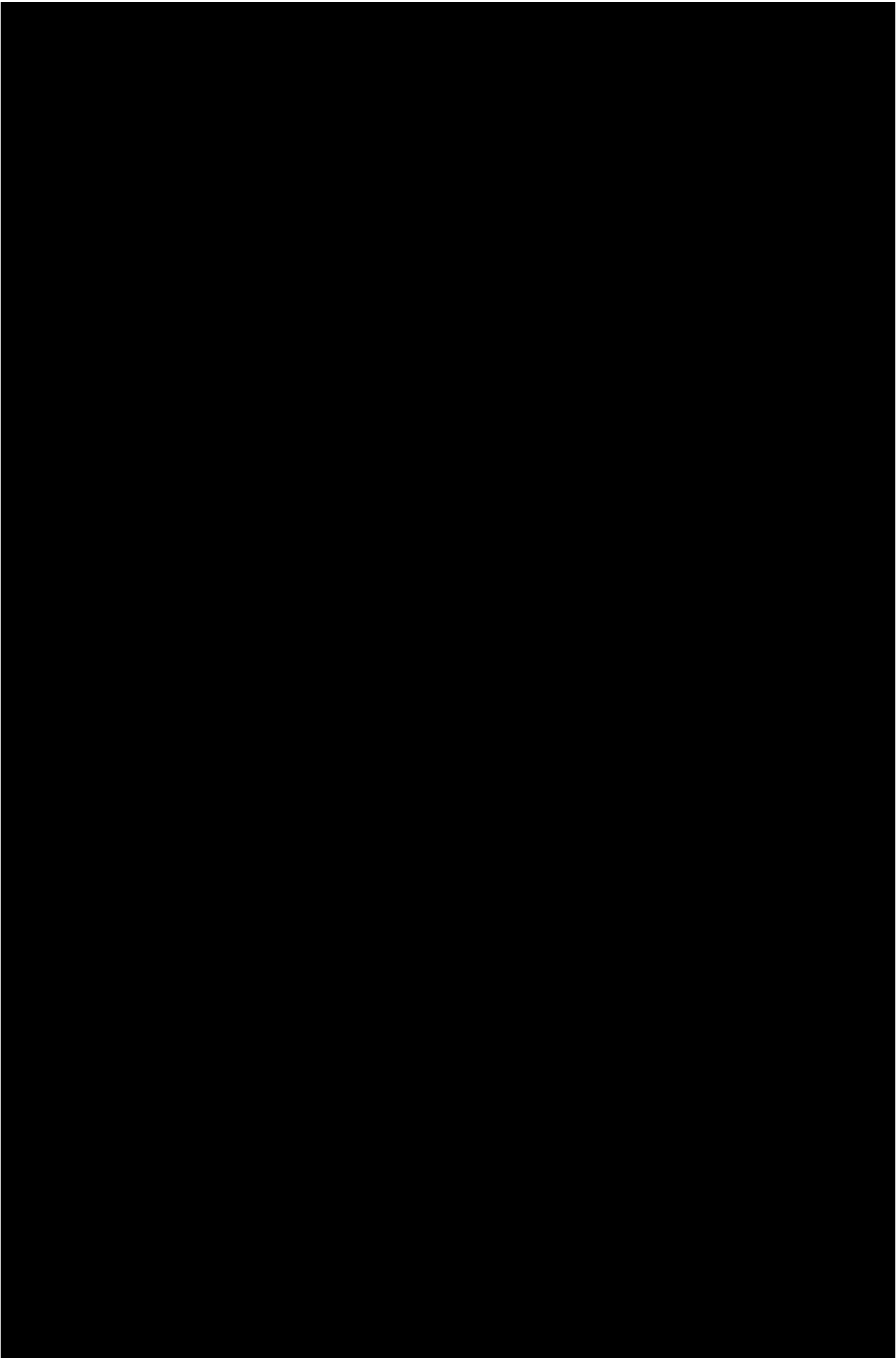
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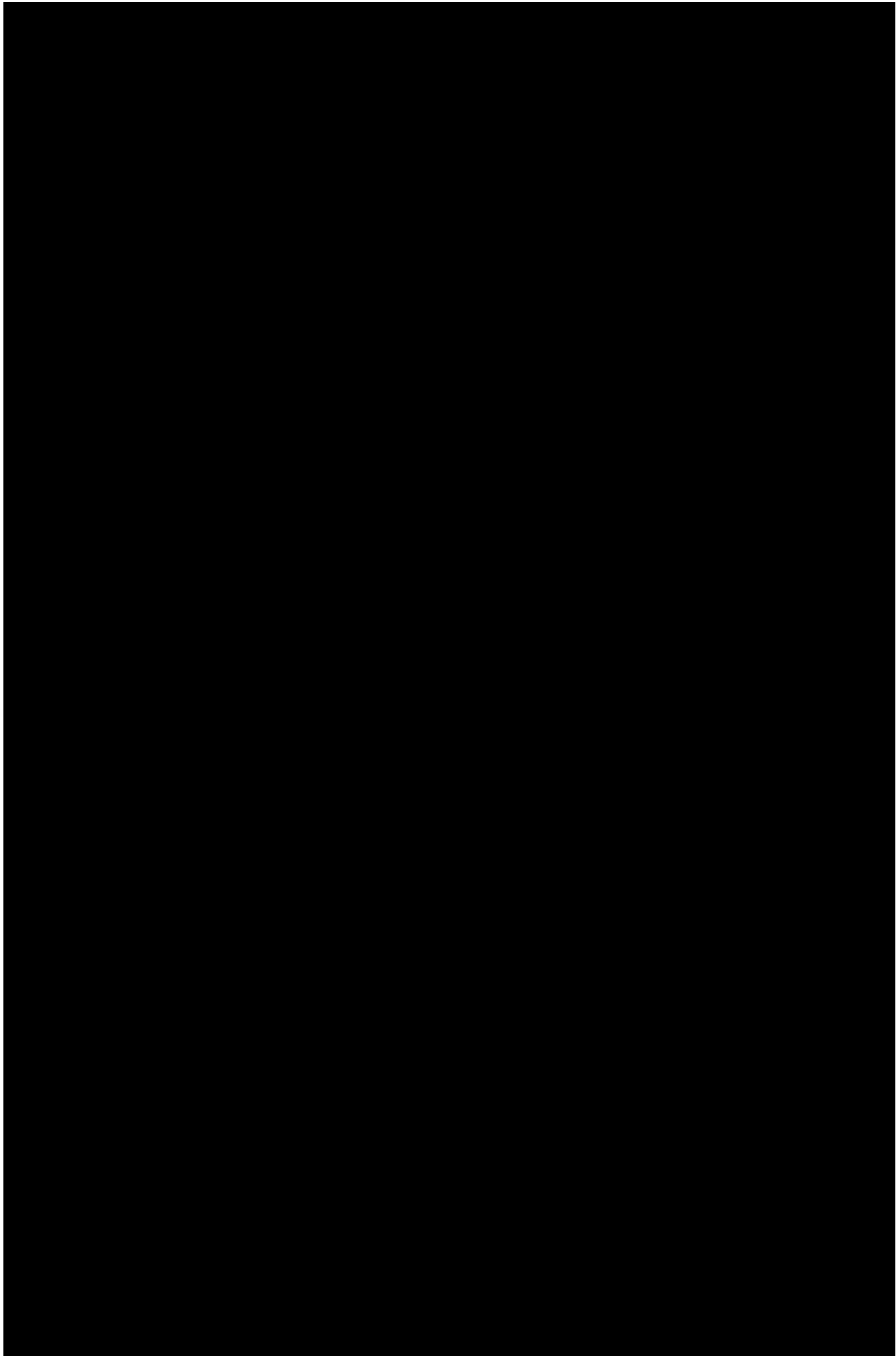
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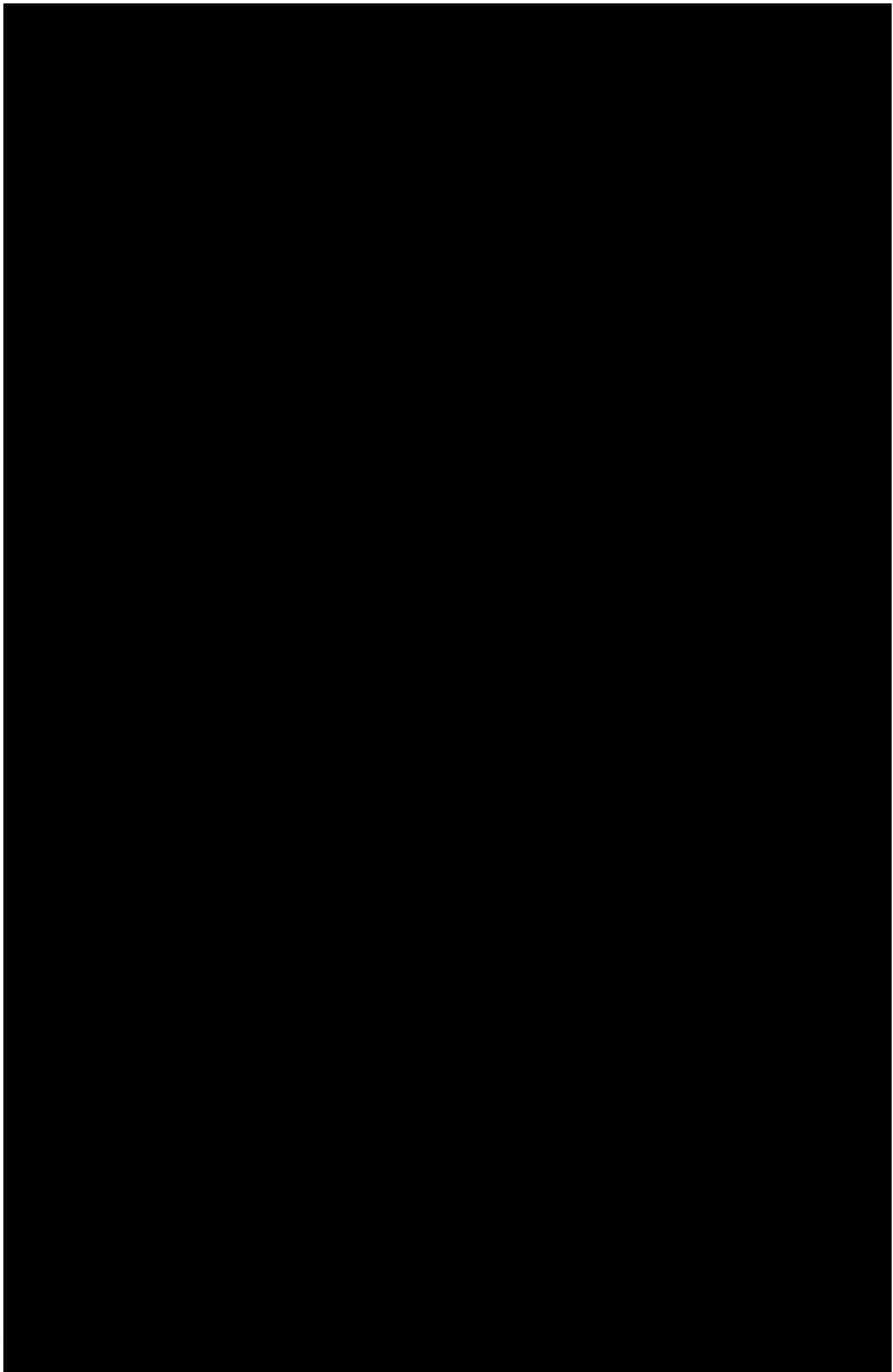










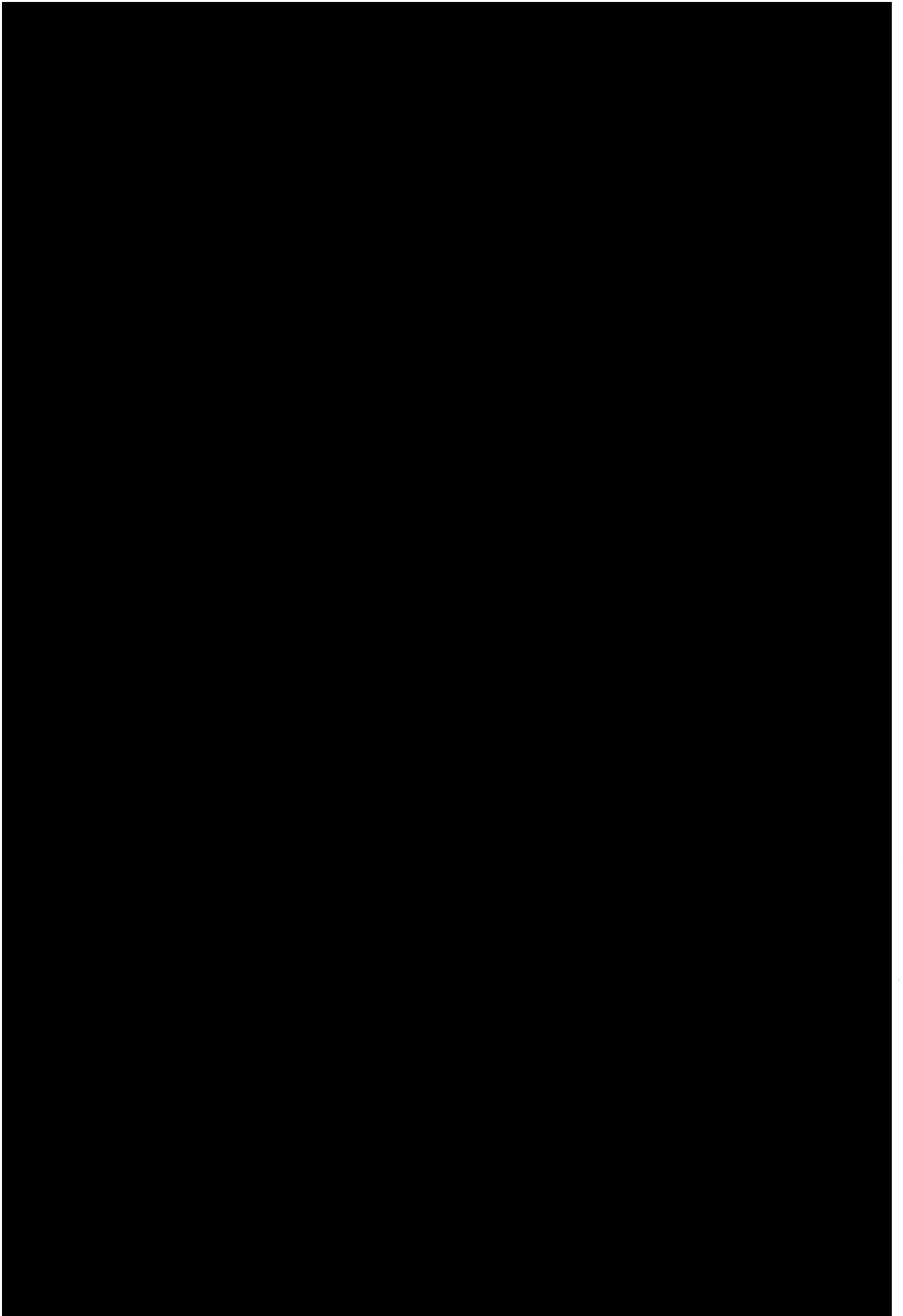


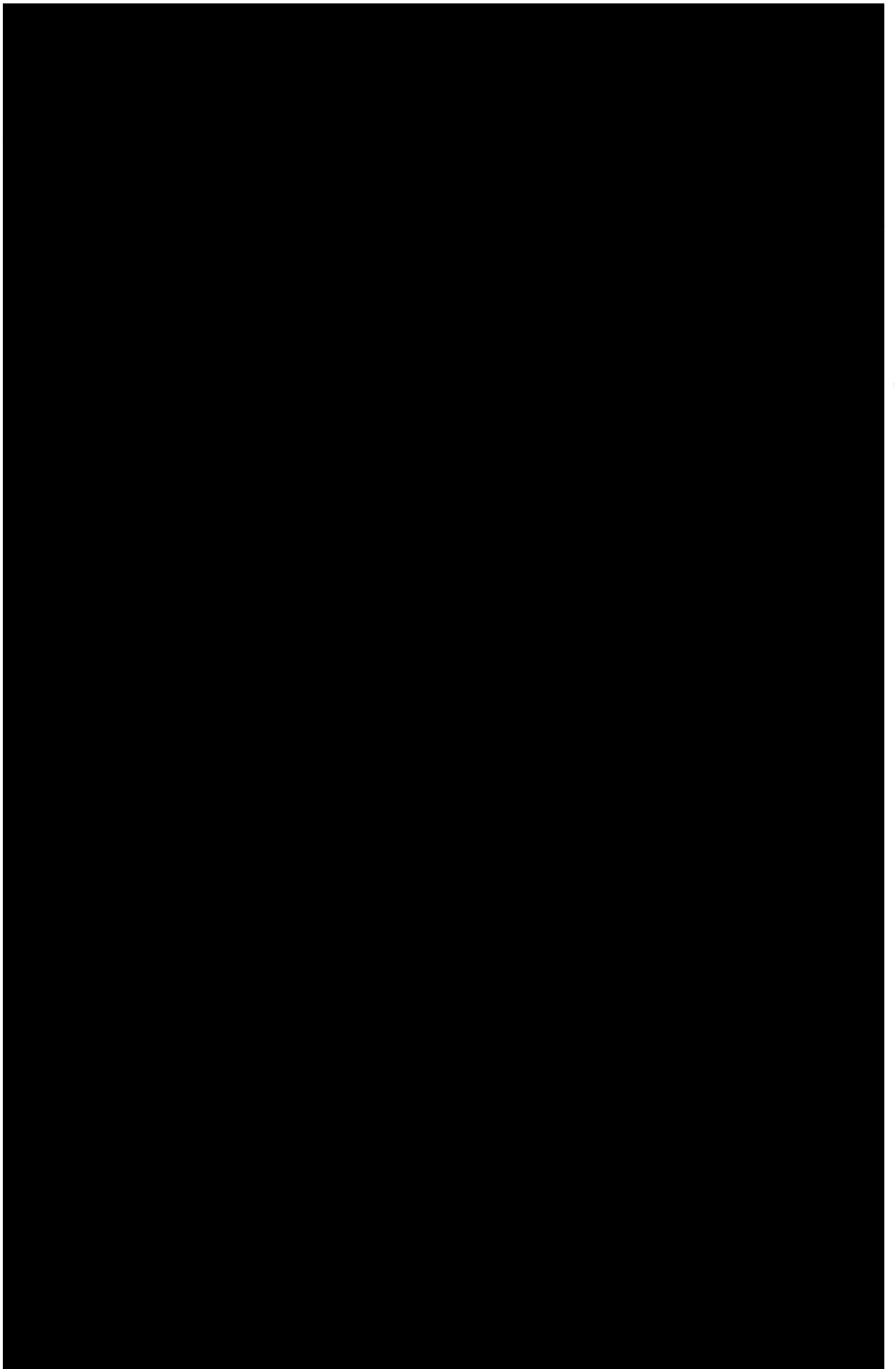
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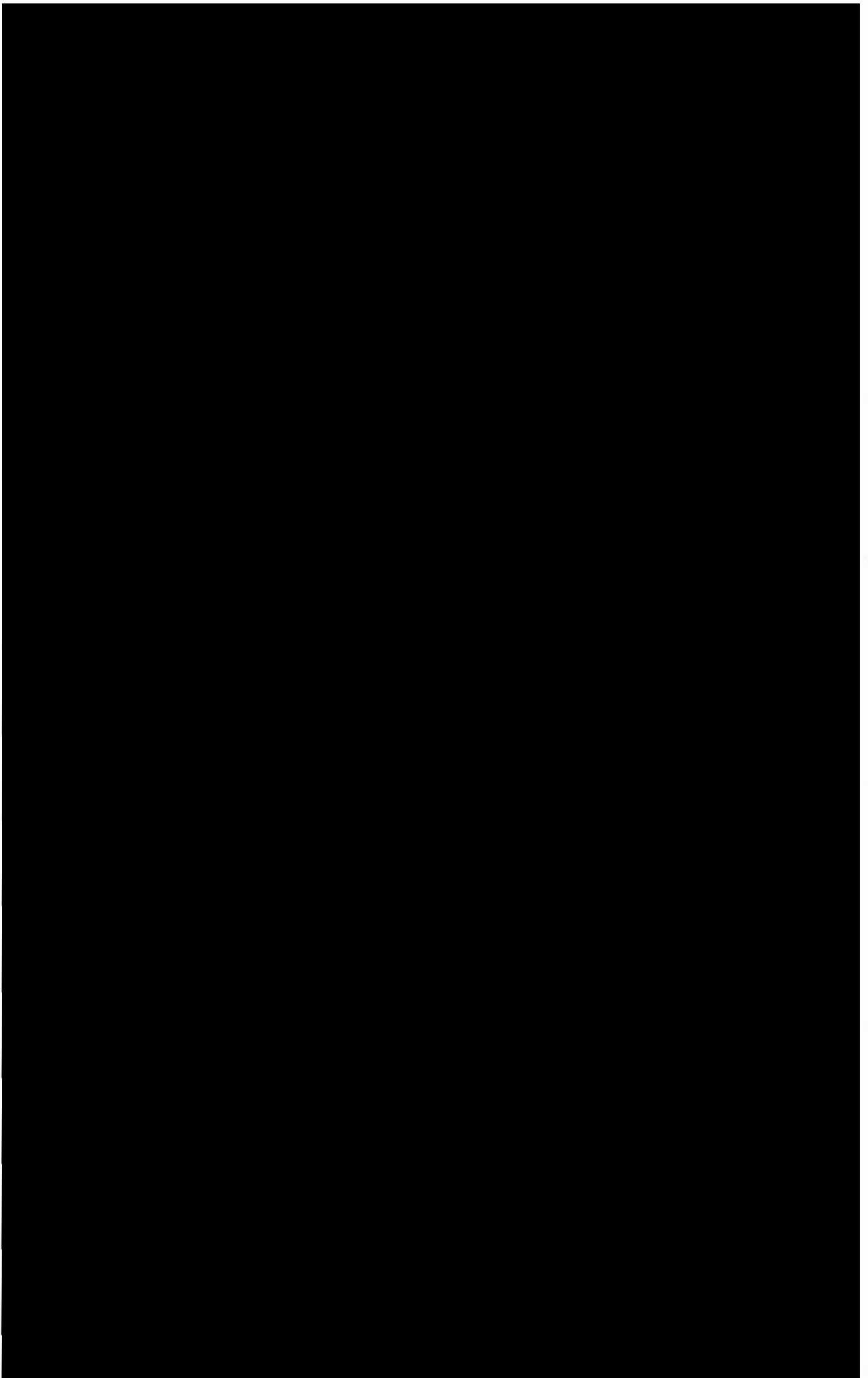
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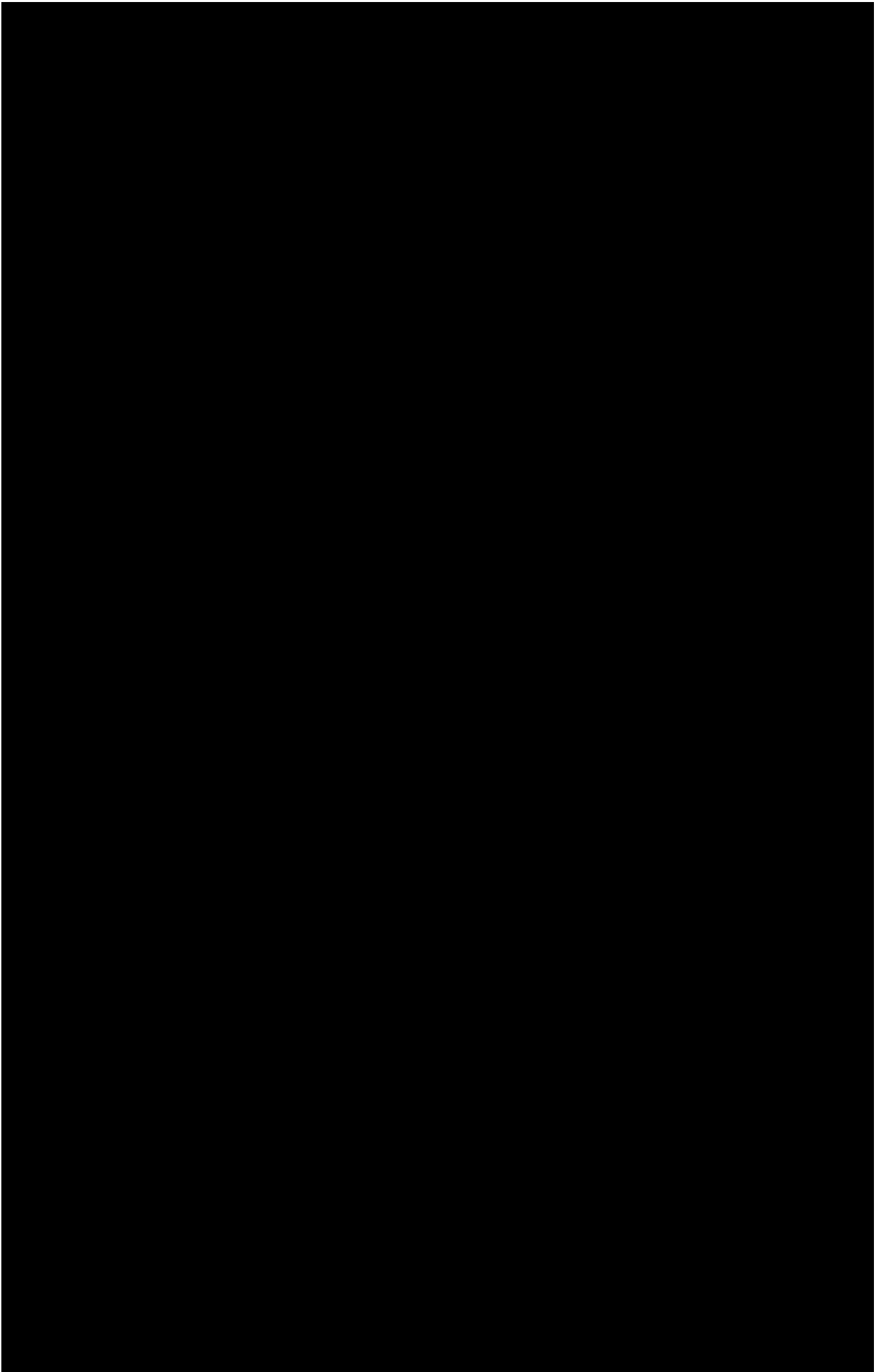
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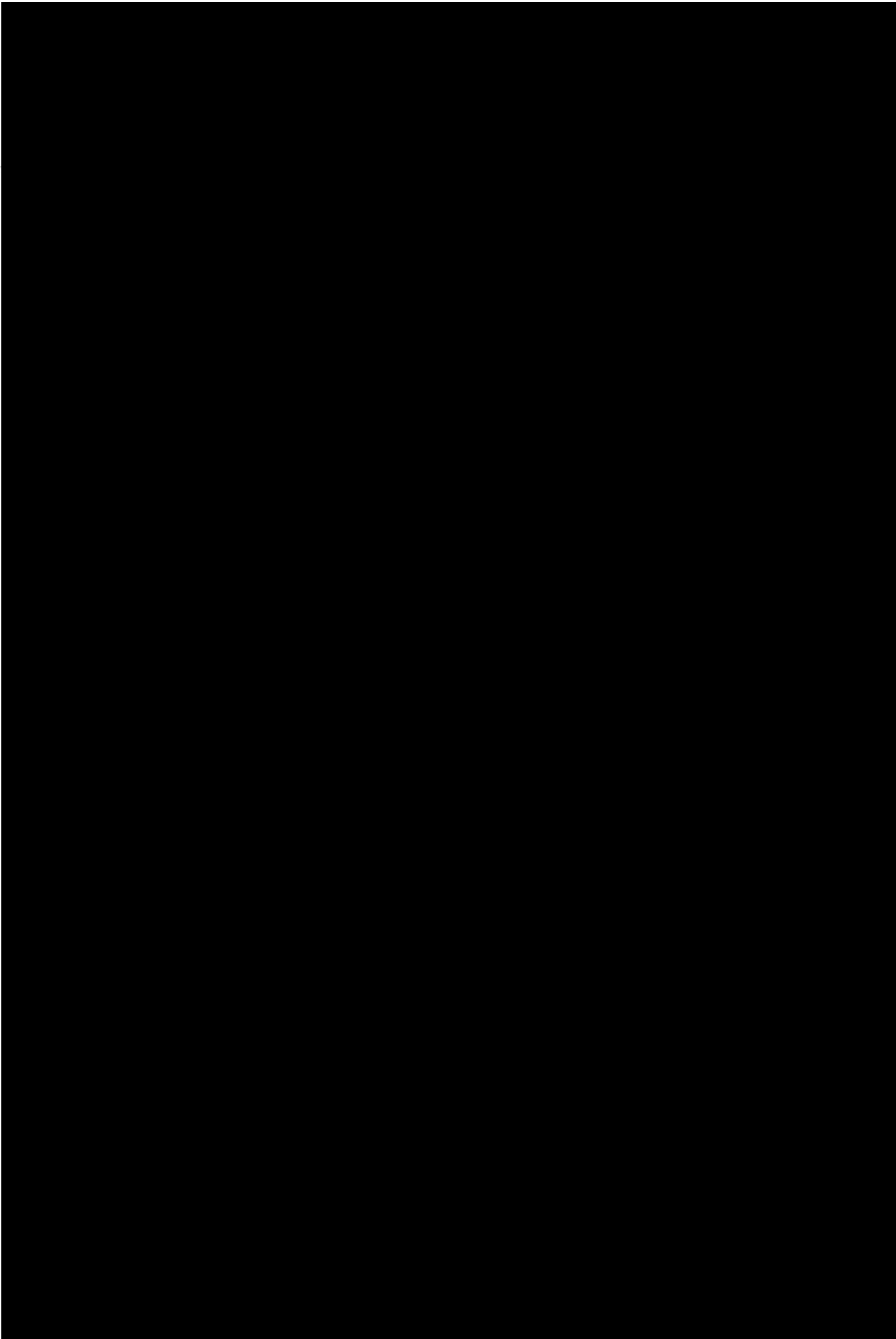
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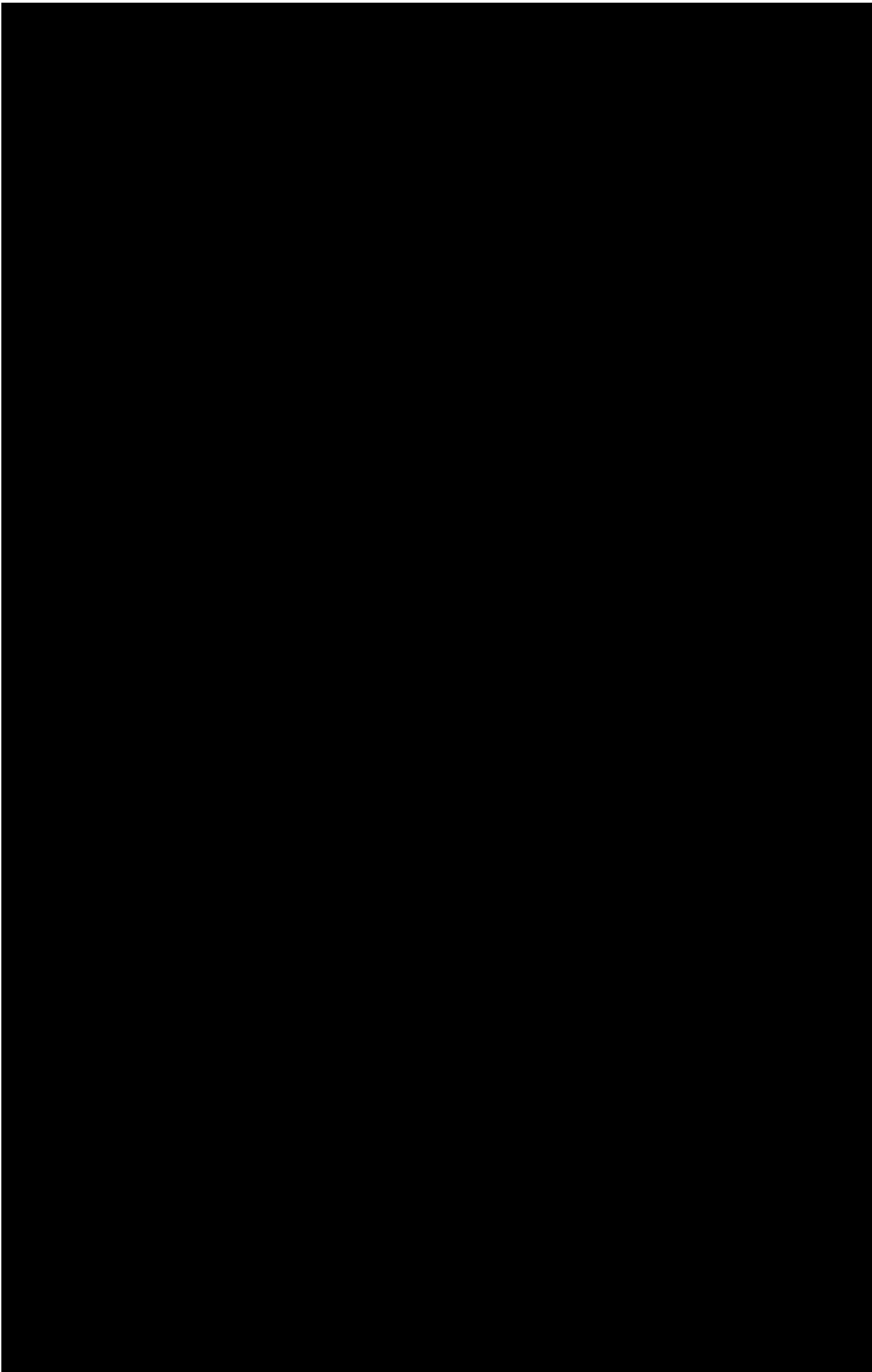


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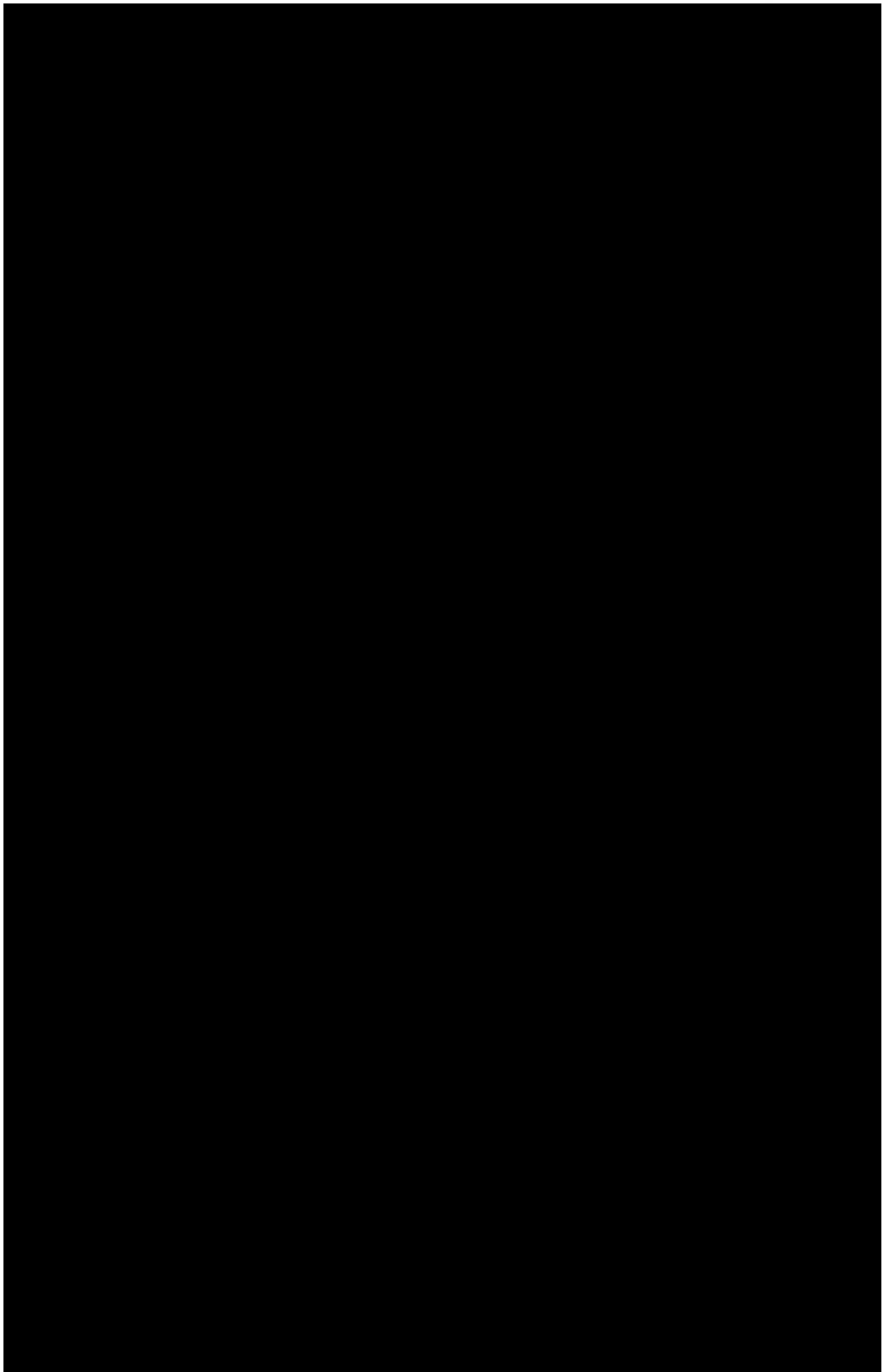


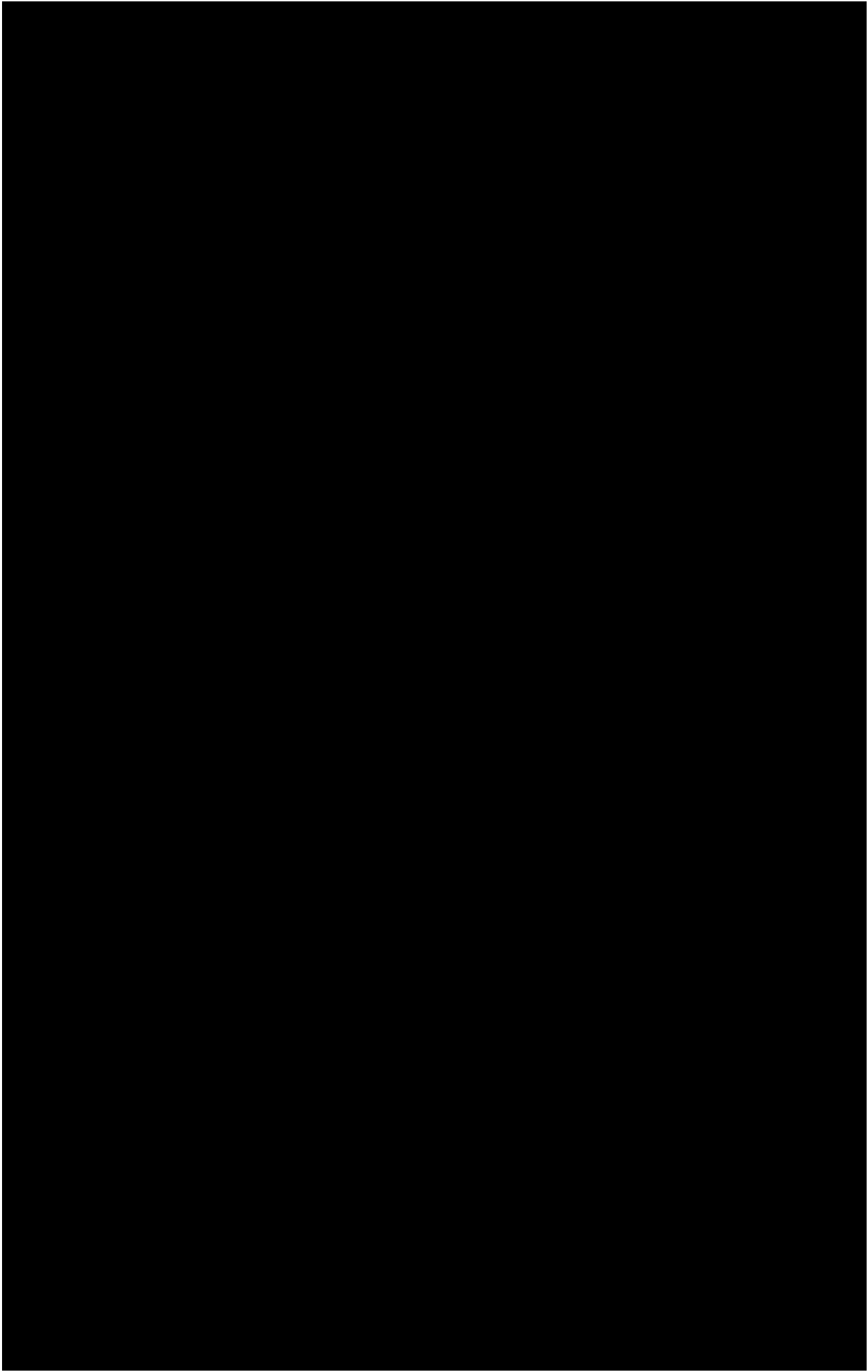




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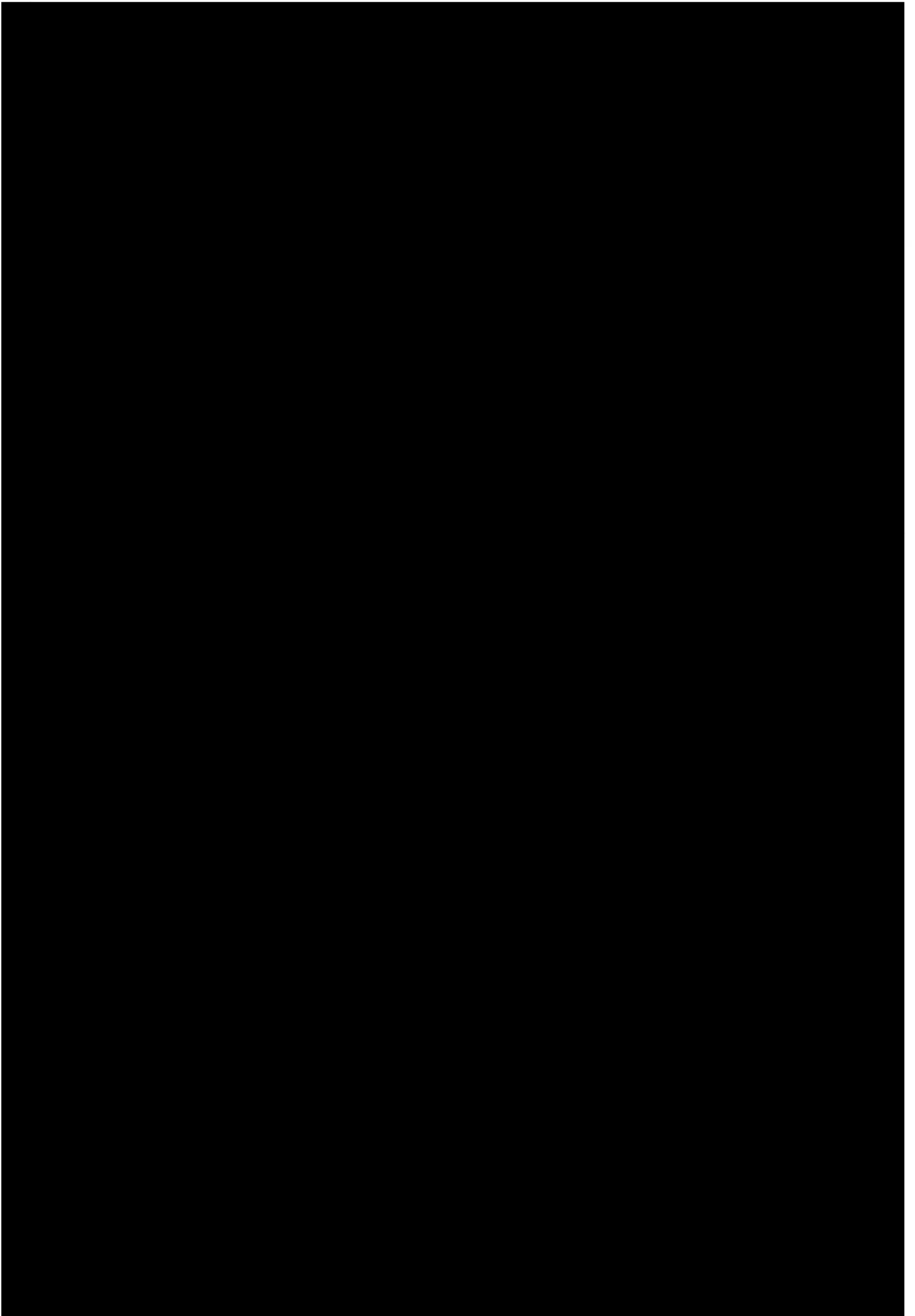


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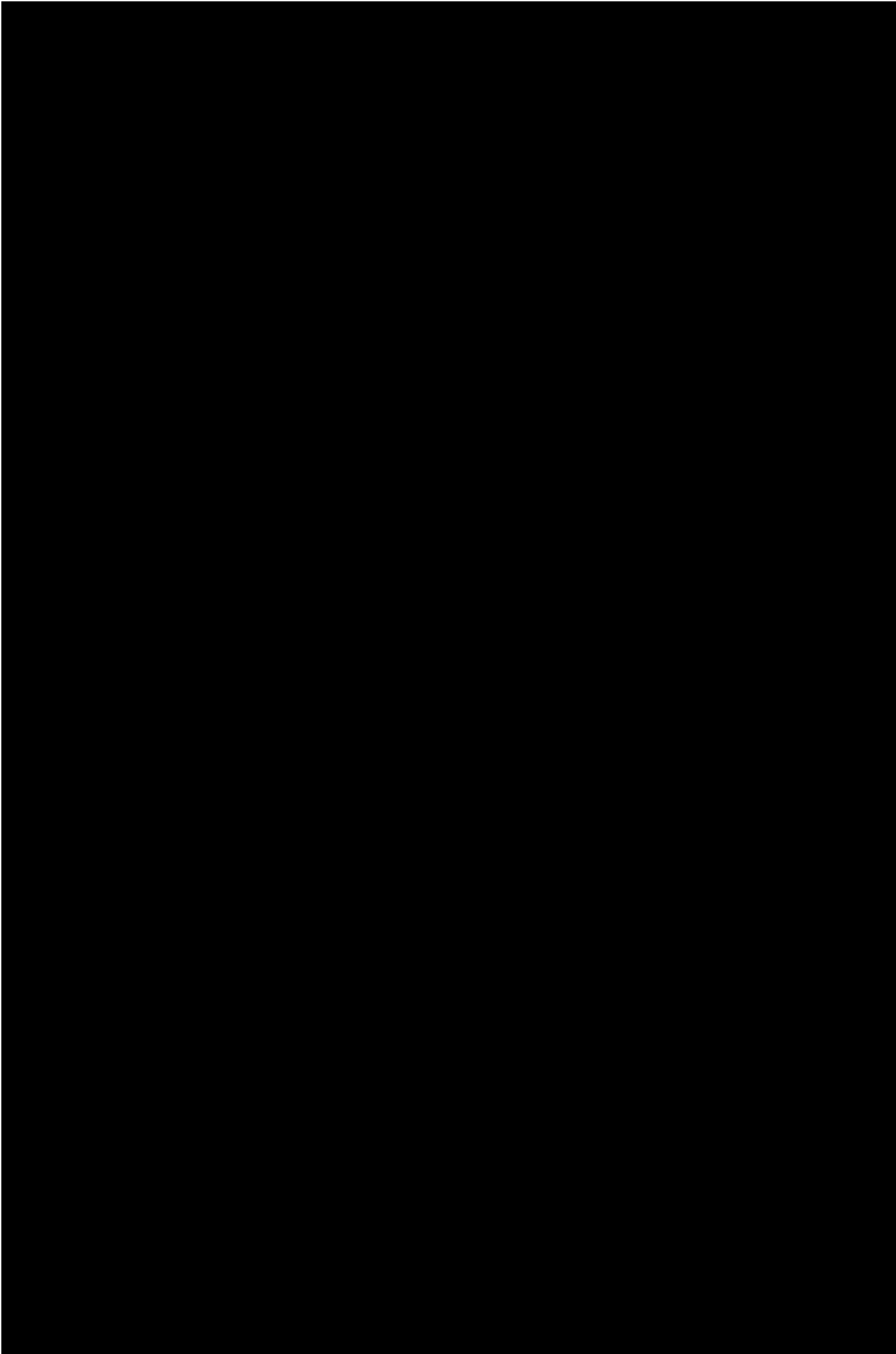
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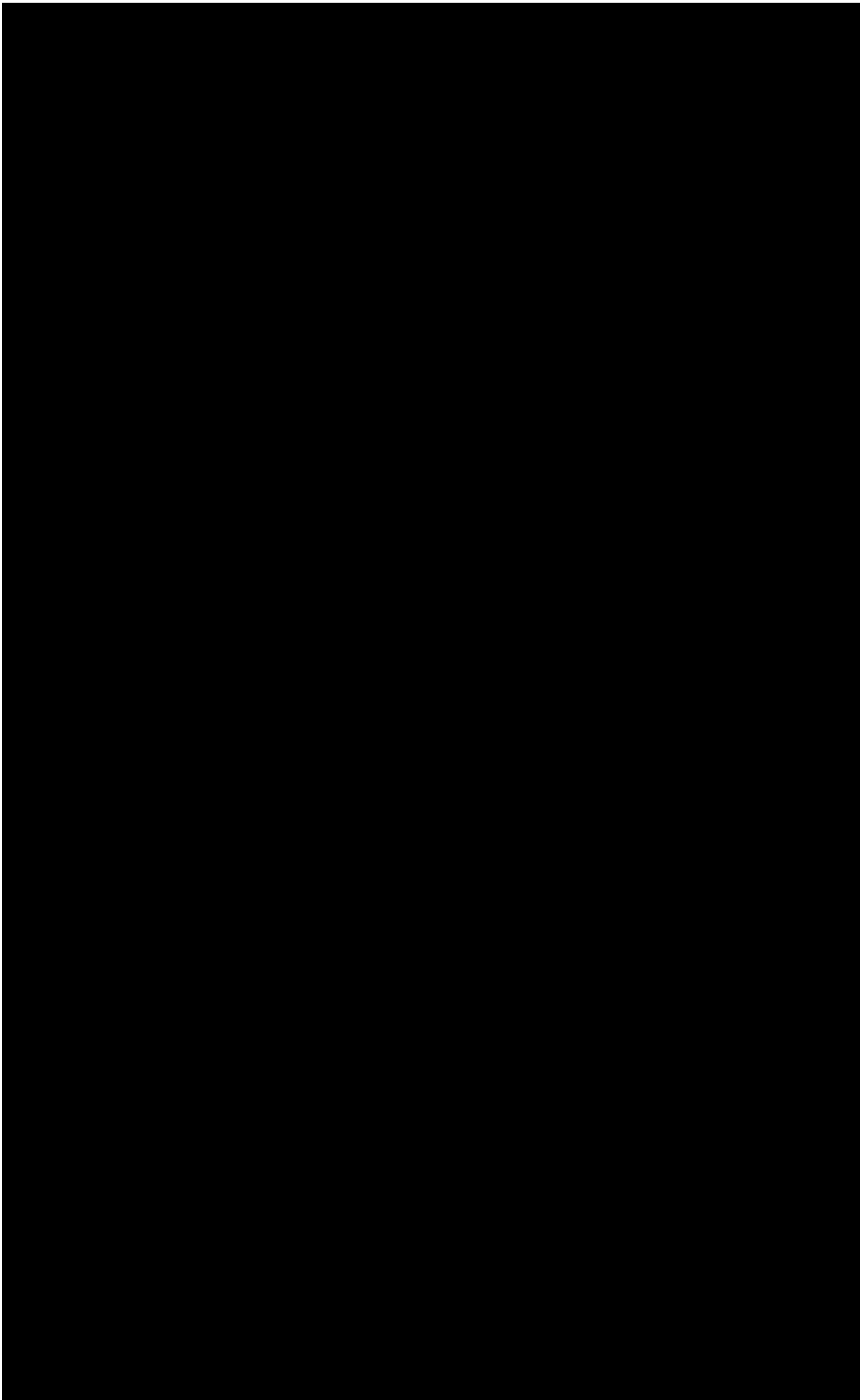
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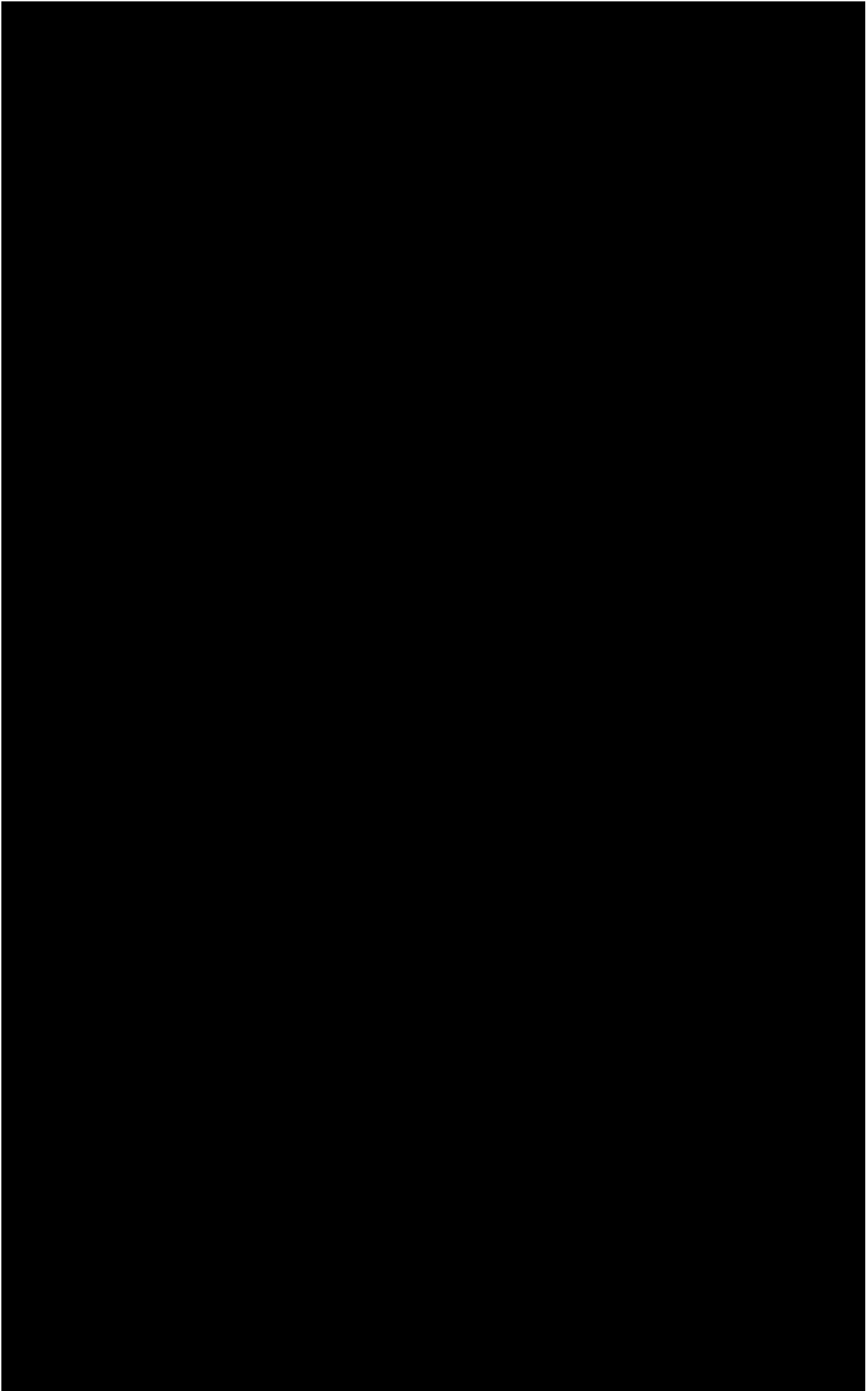






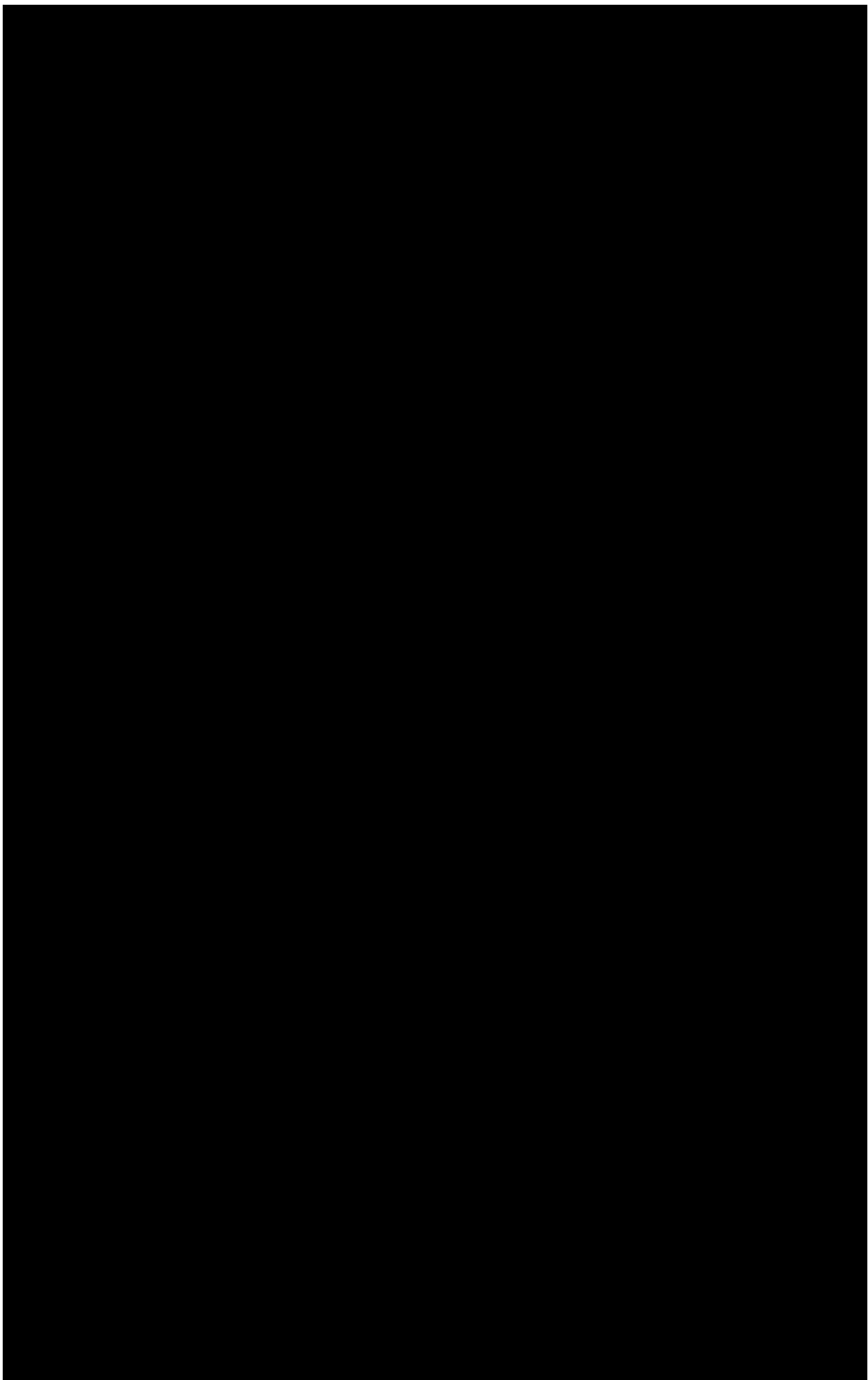
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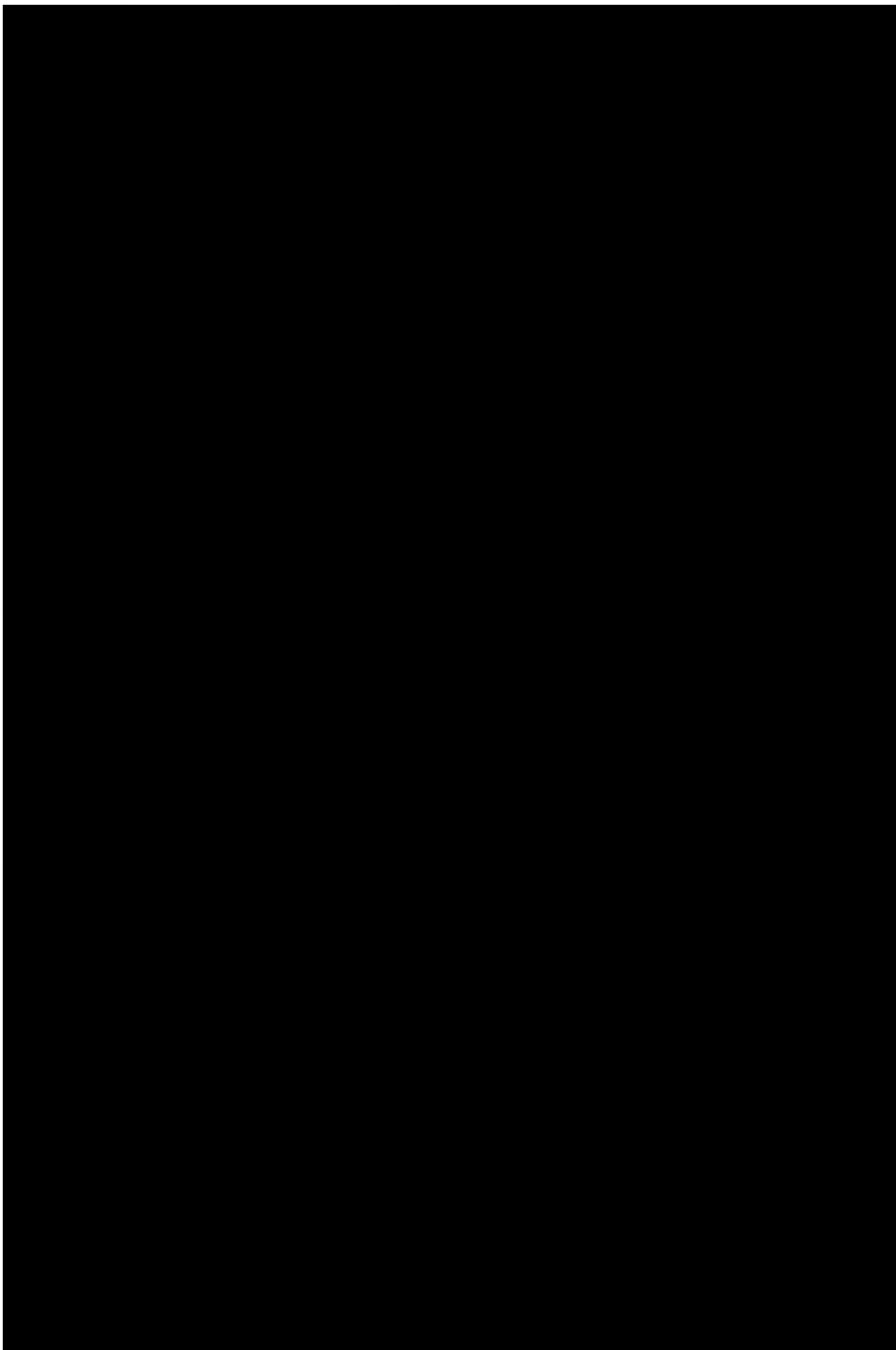
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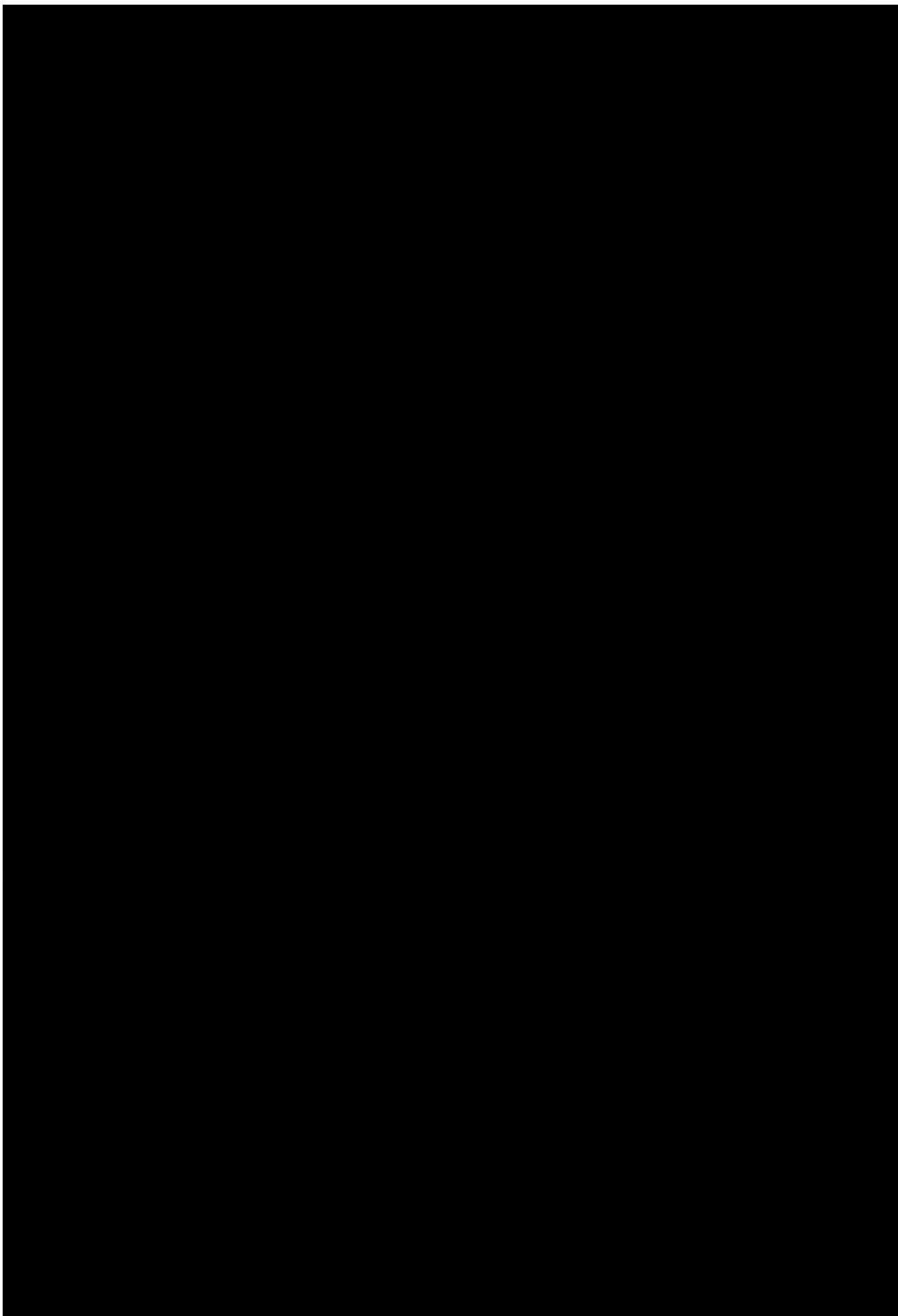


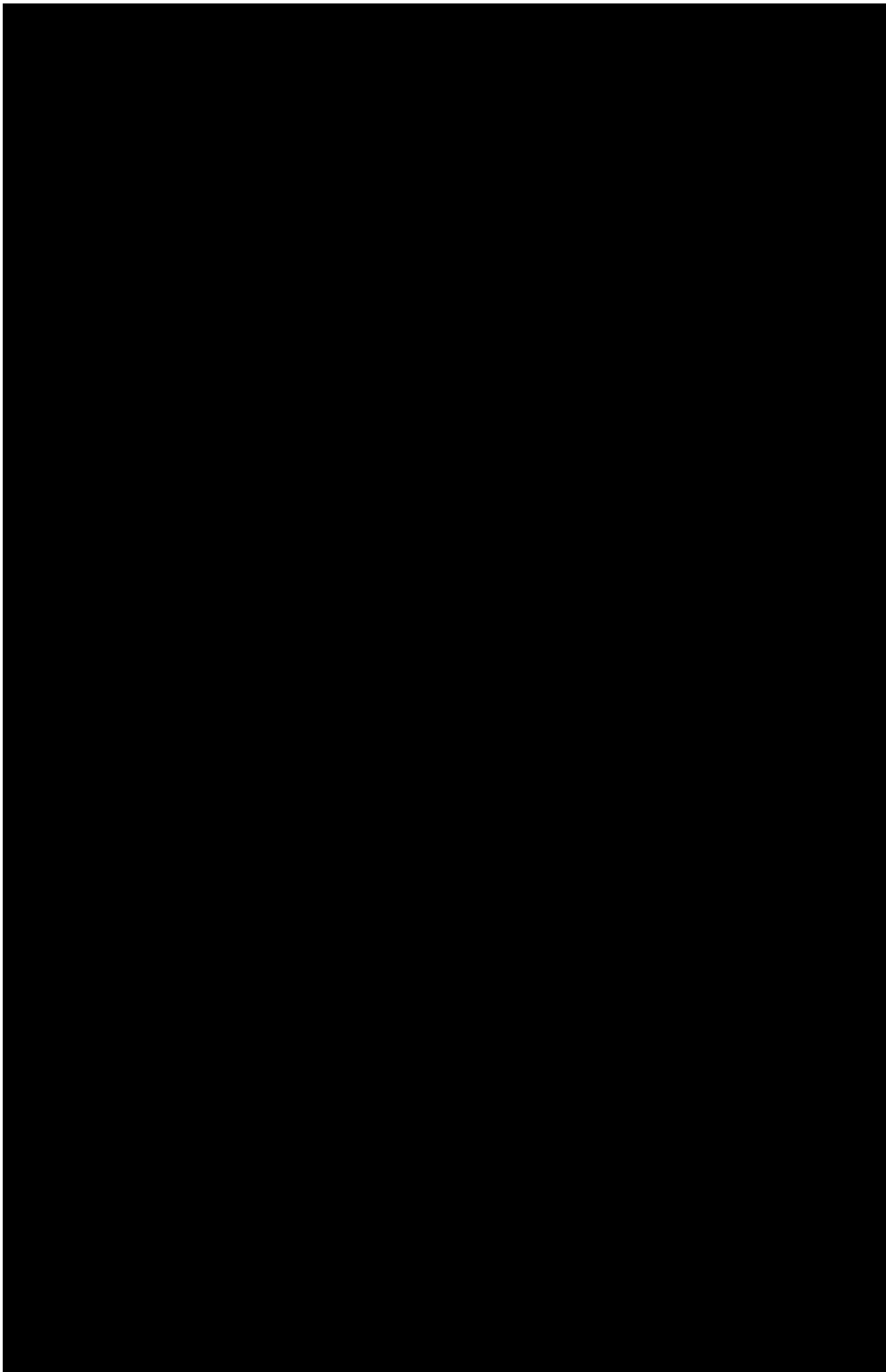
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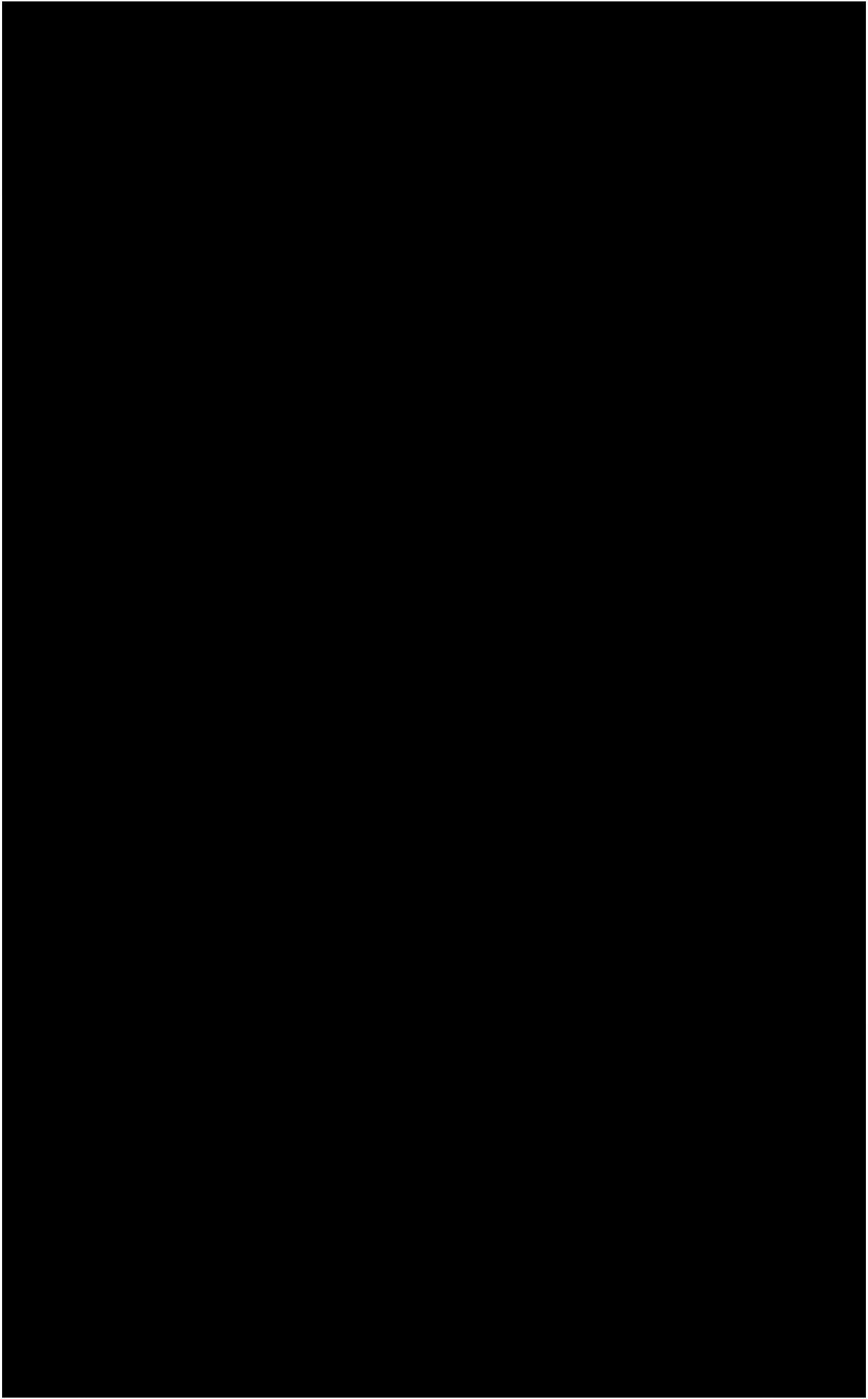
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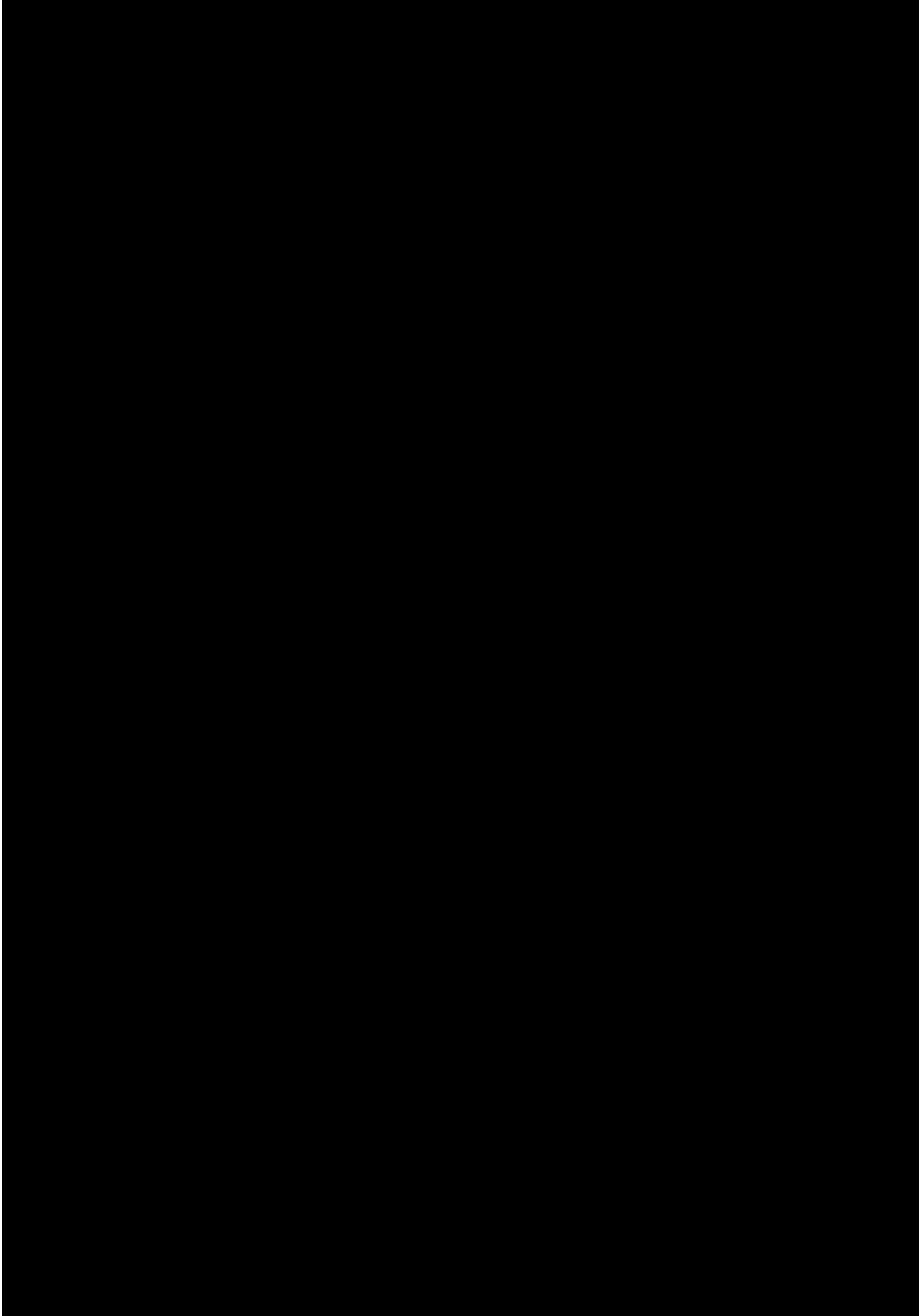


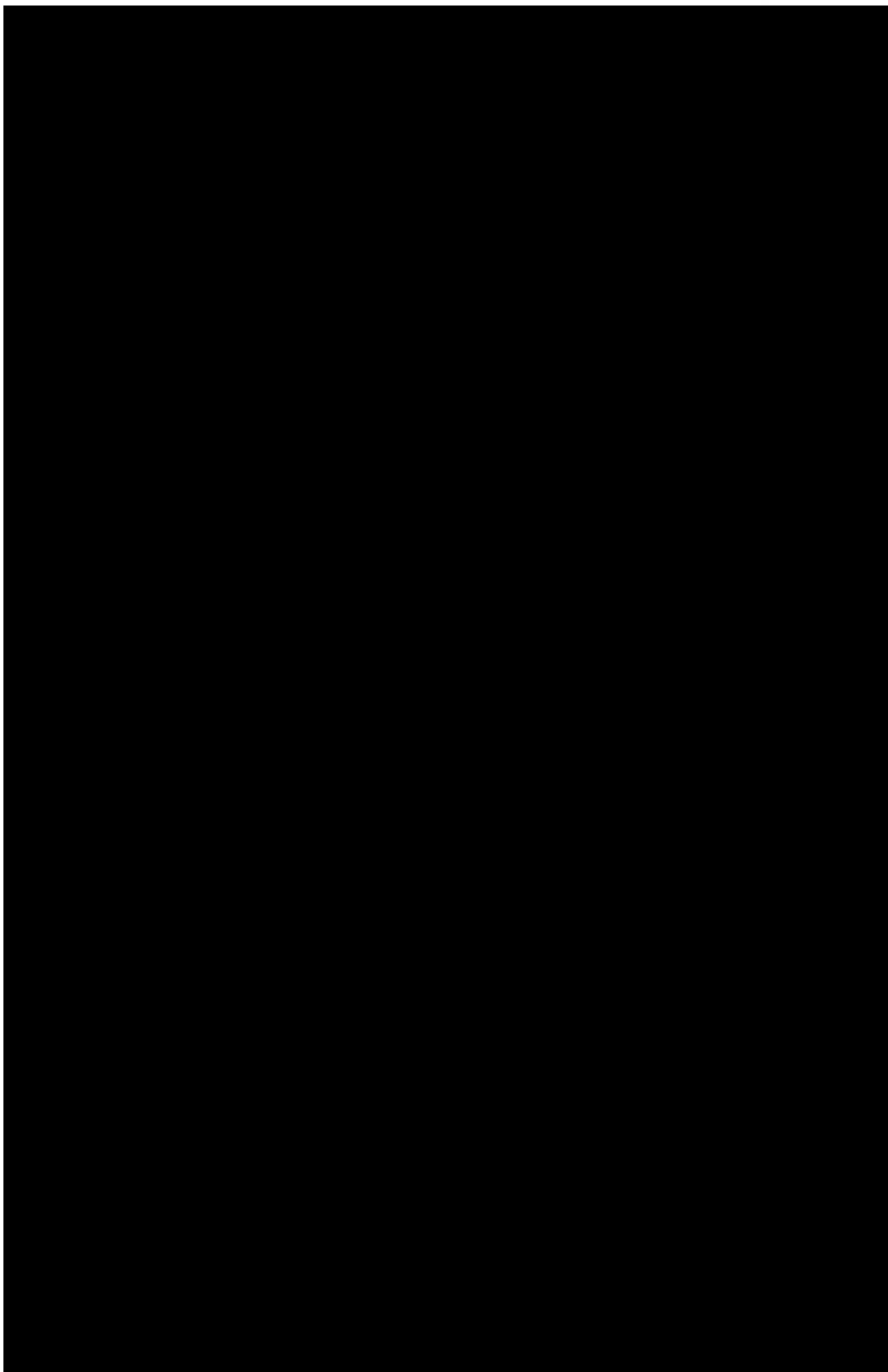




SCHEDULE D9

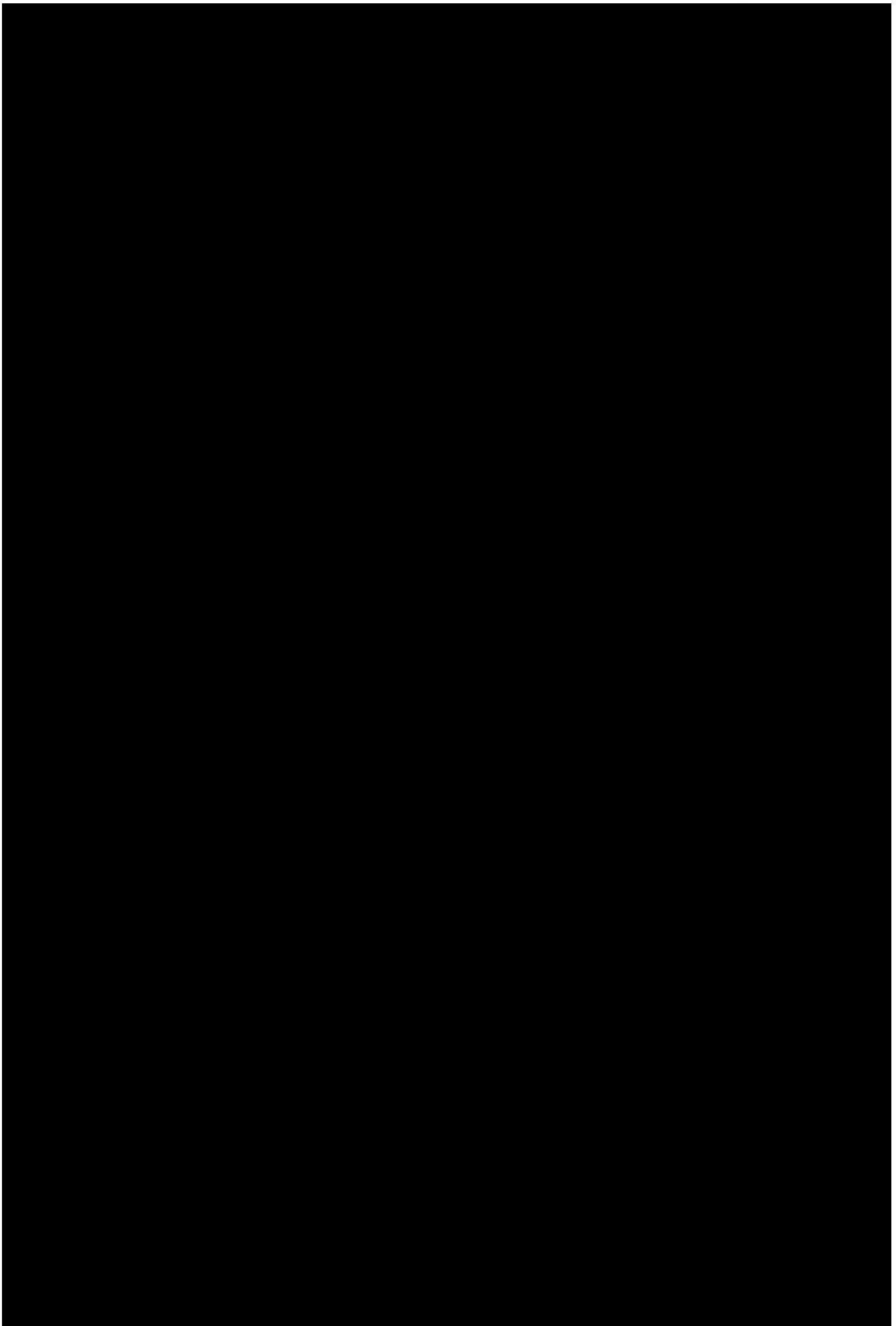
Management Statement





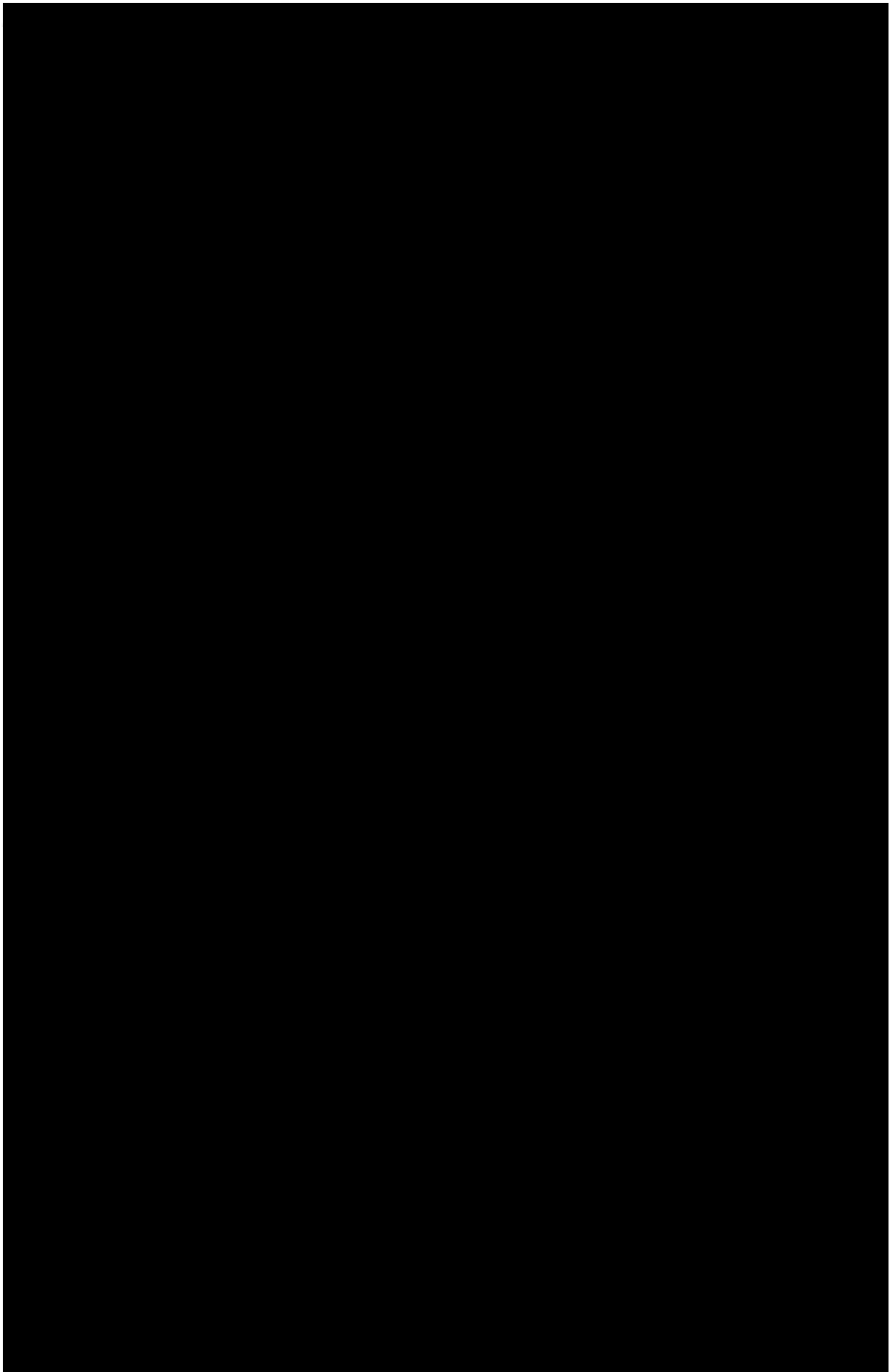
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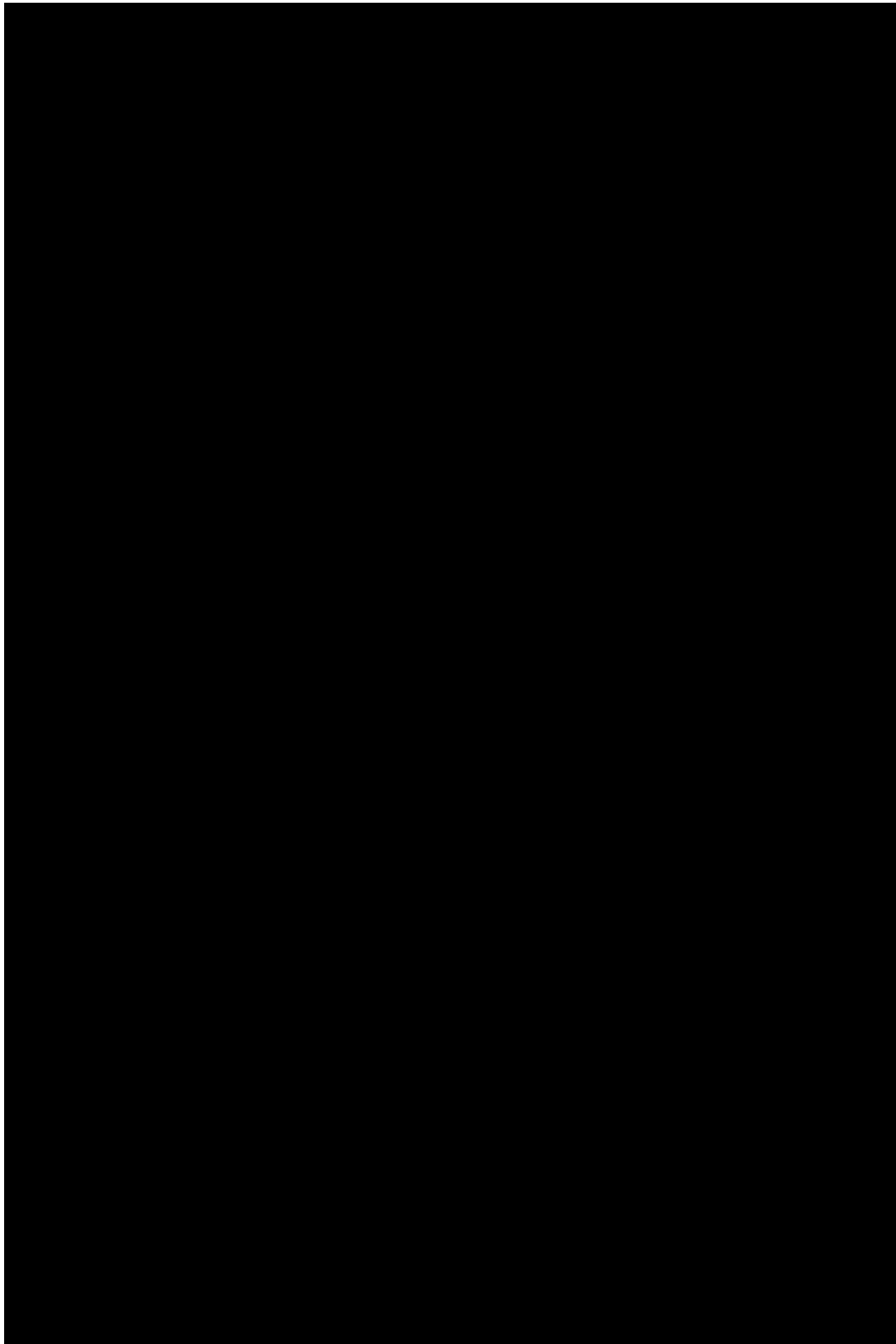
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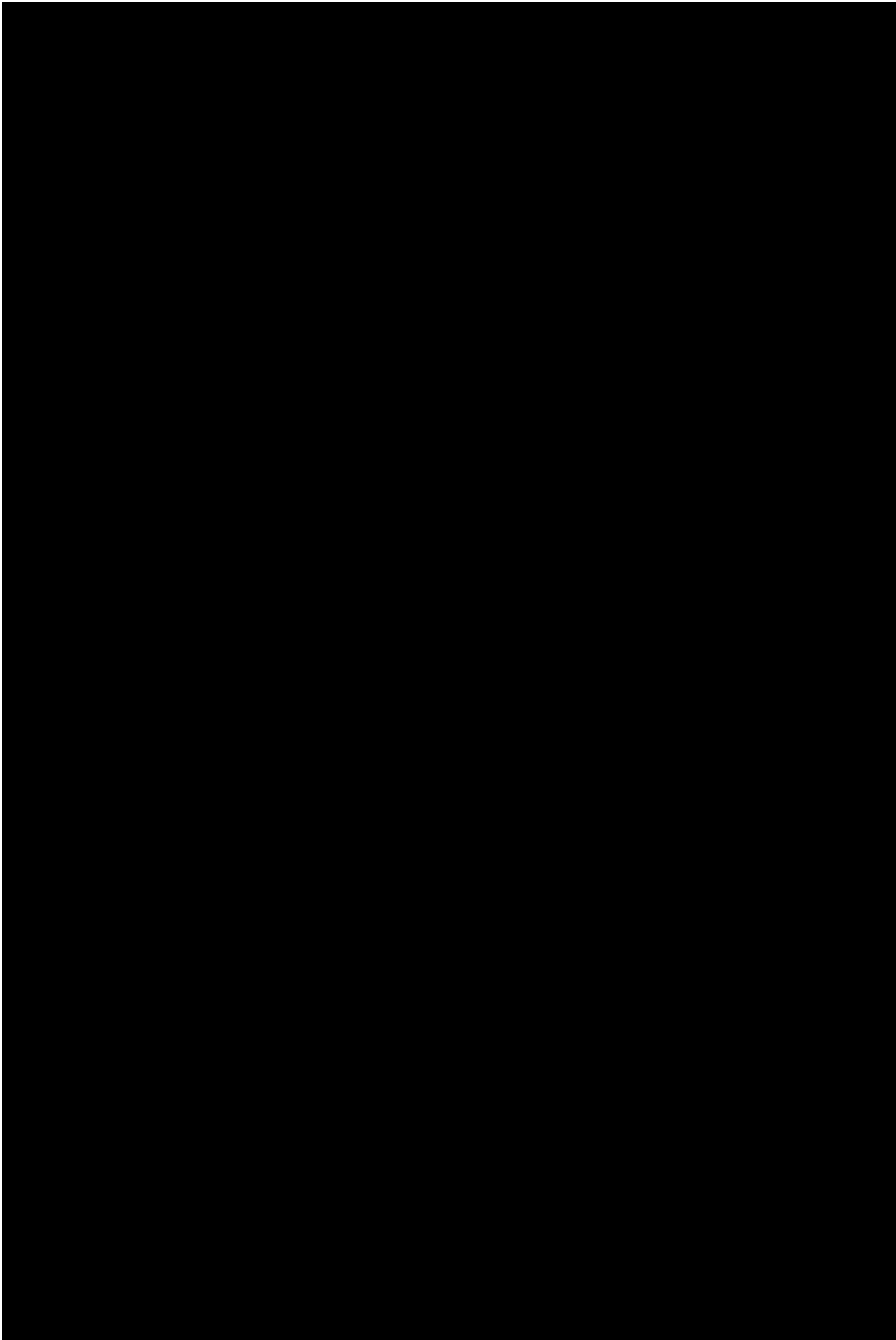
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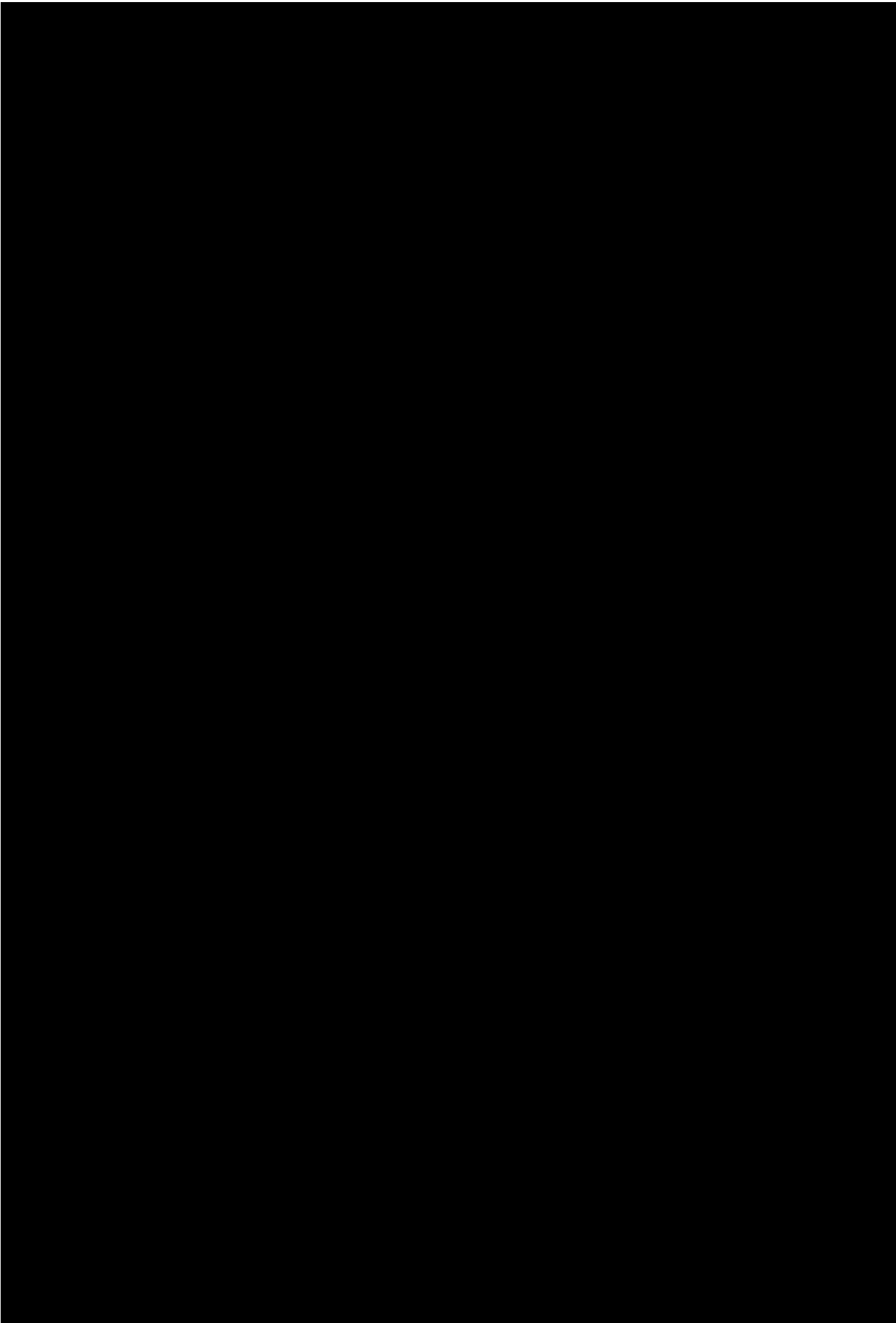


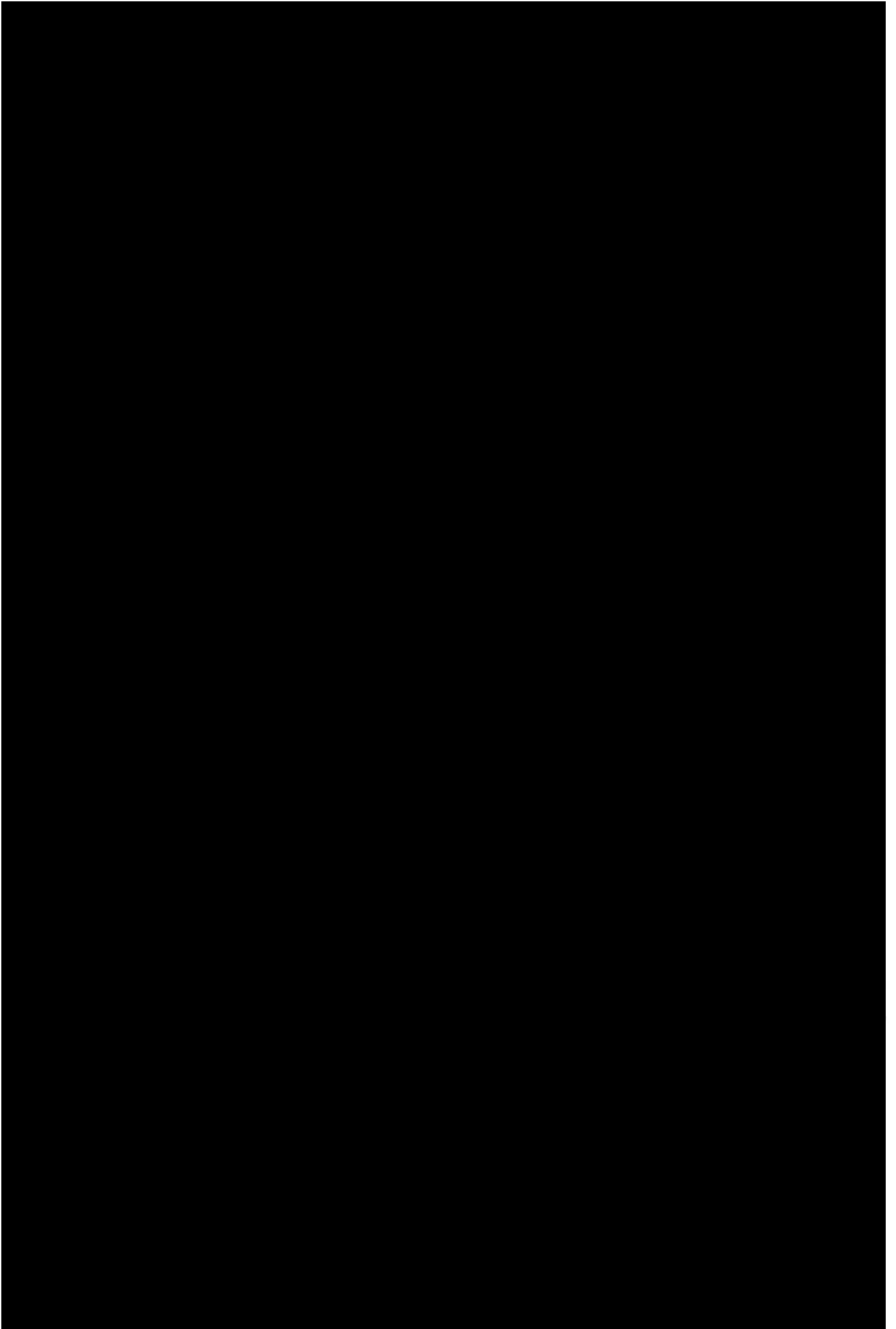


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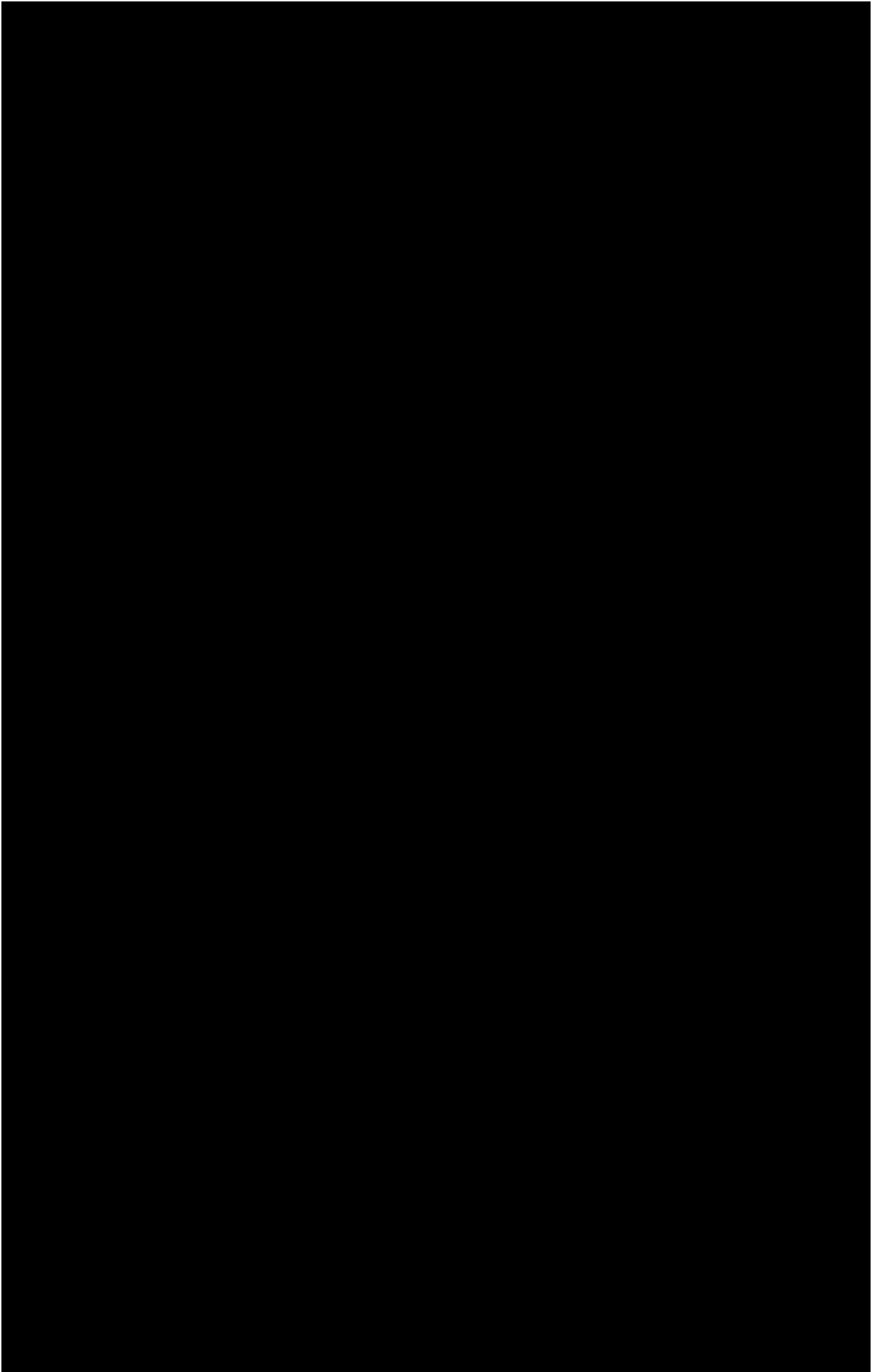


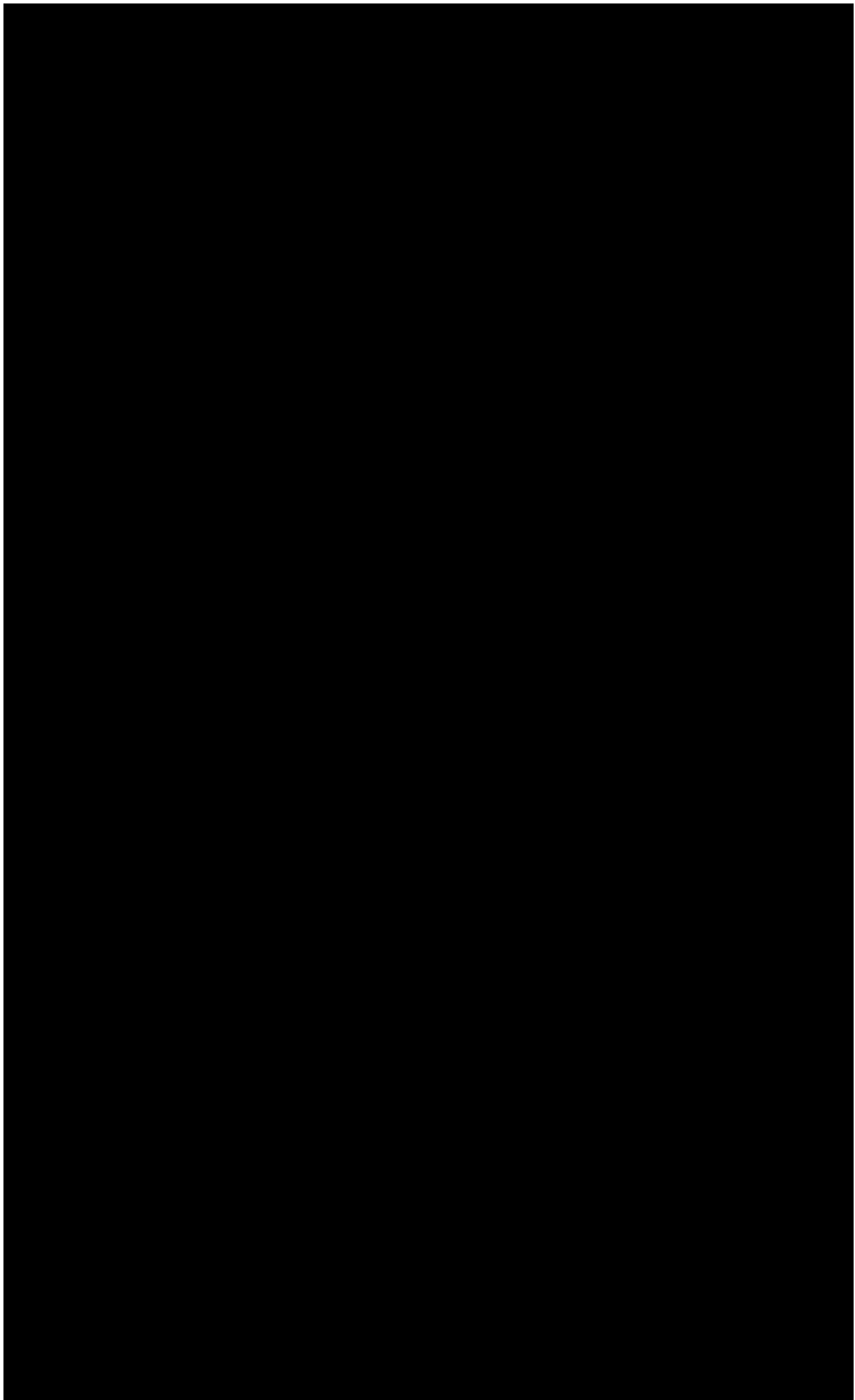


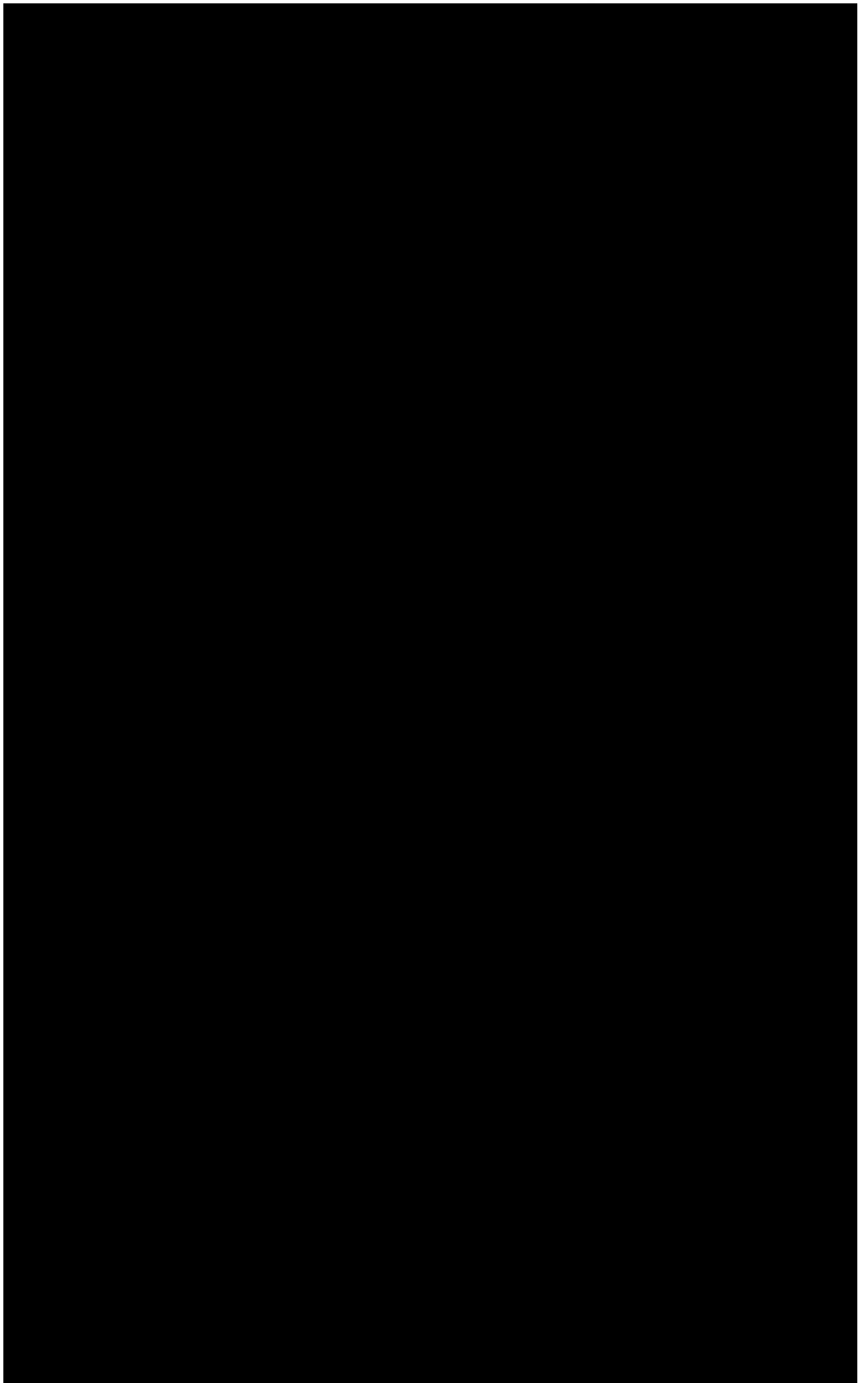


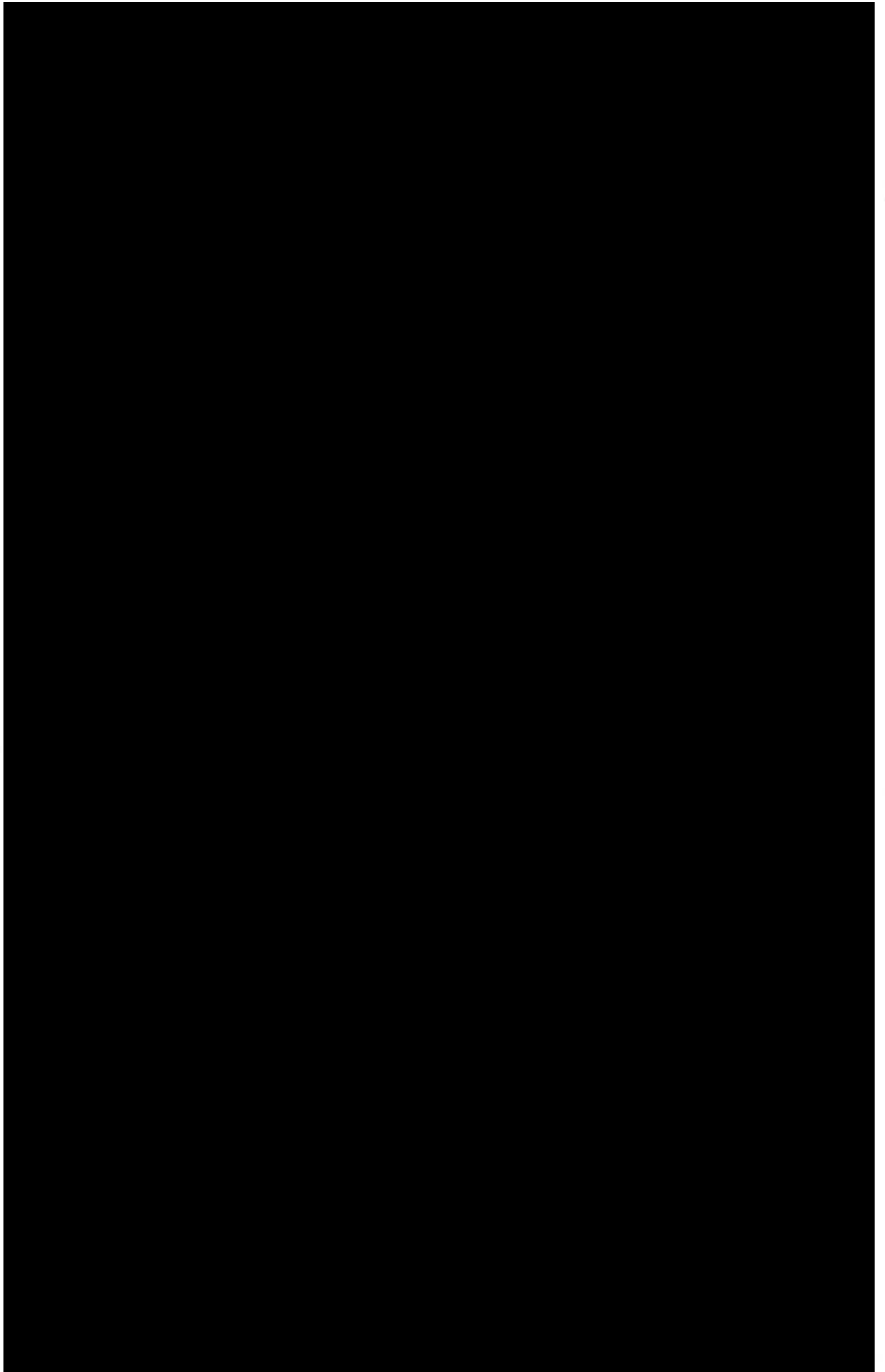
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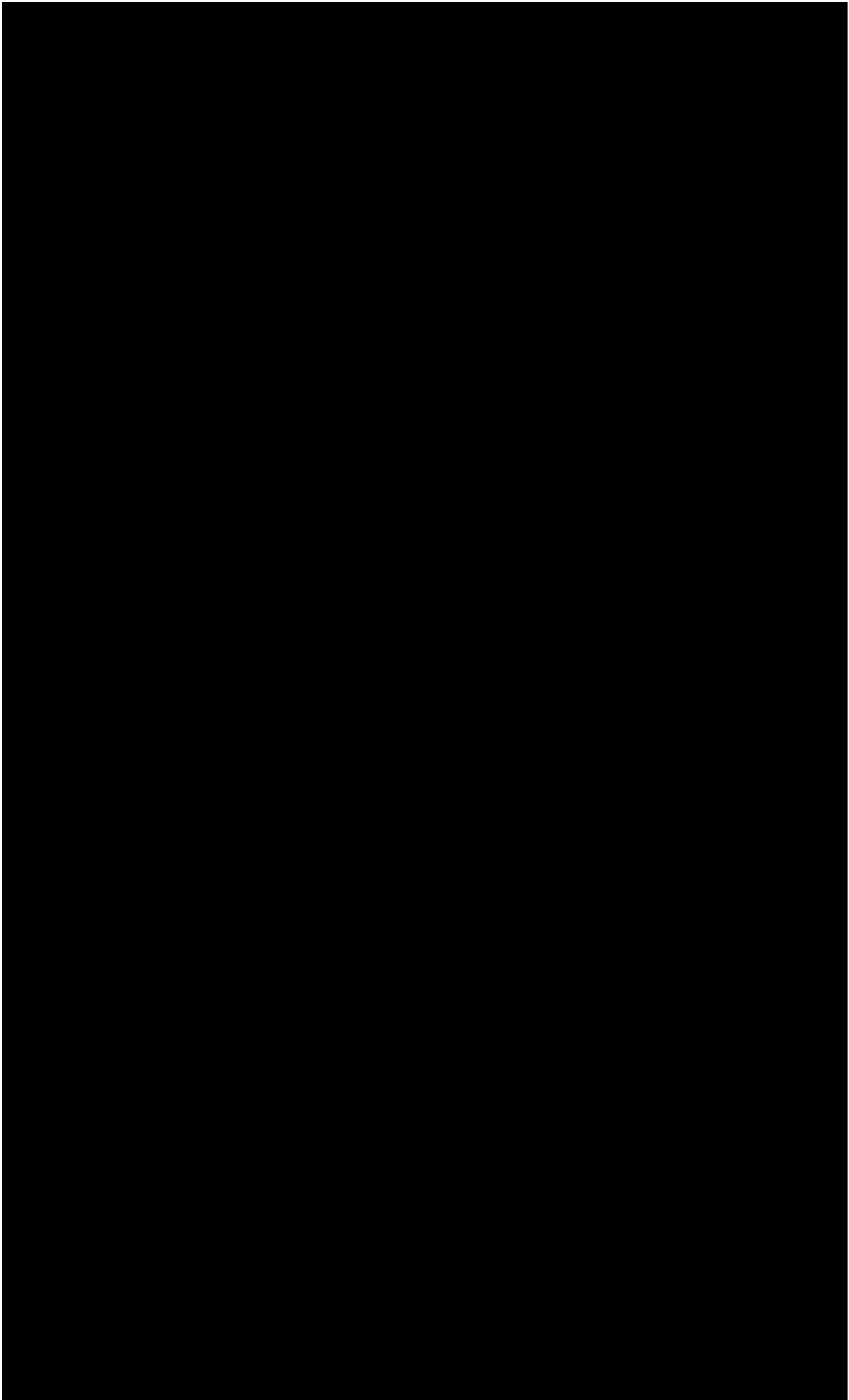
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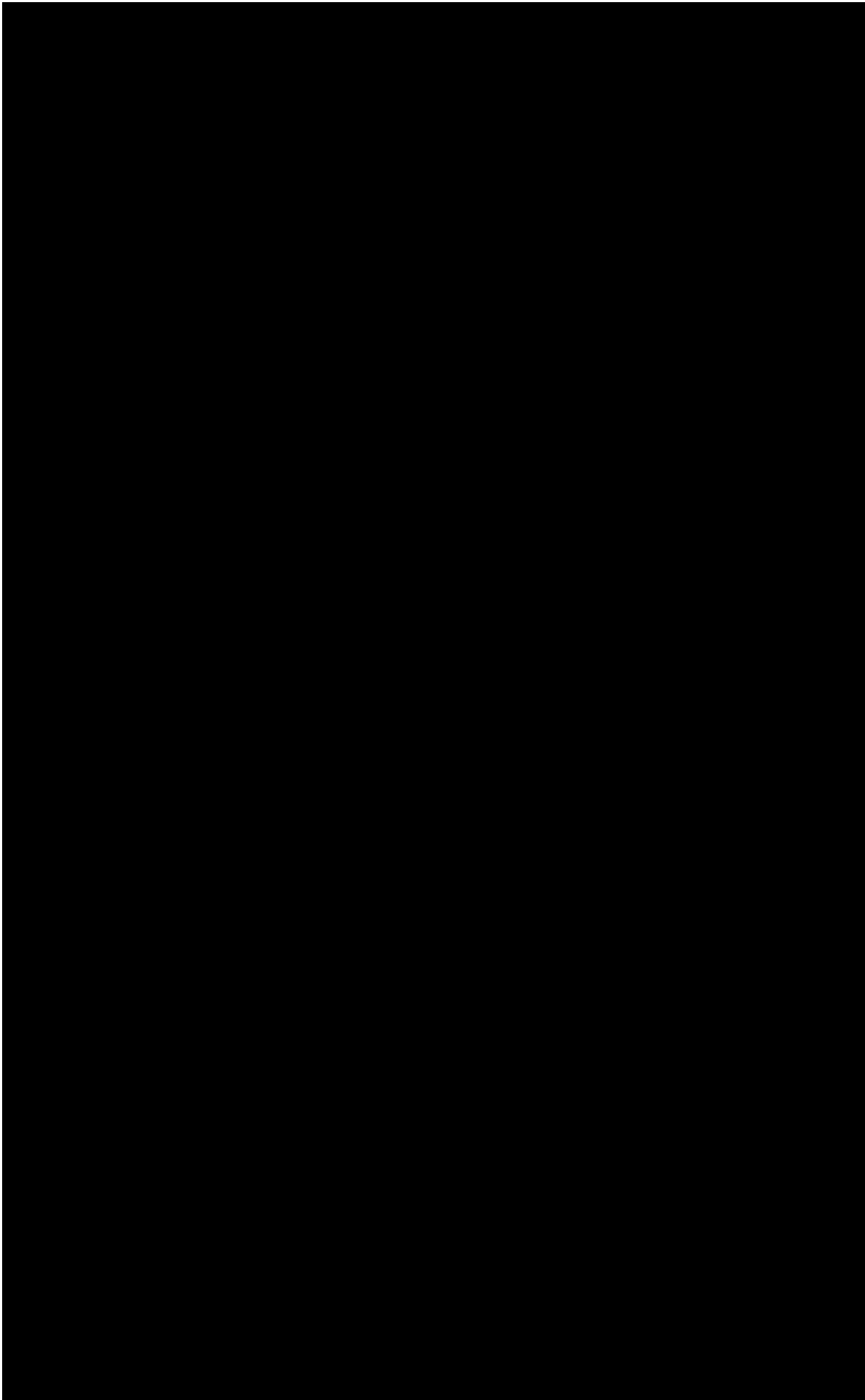


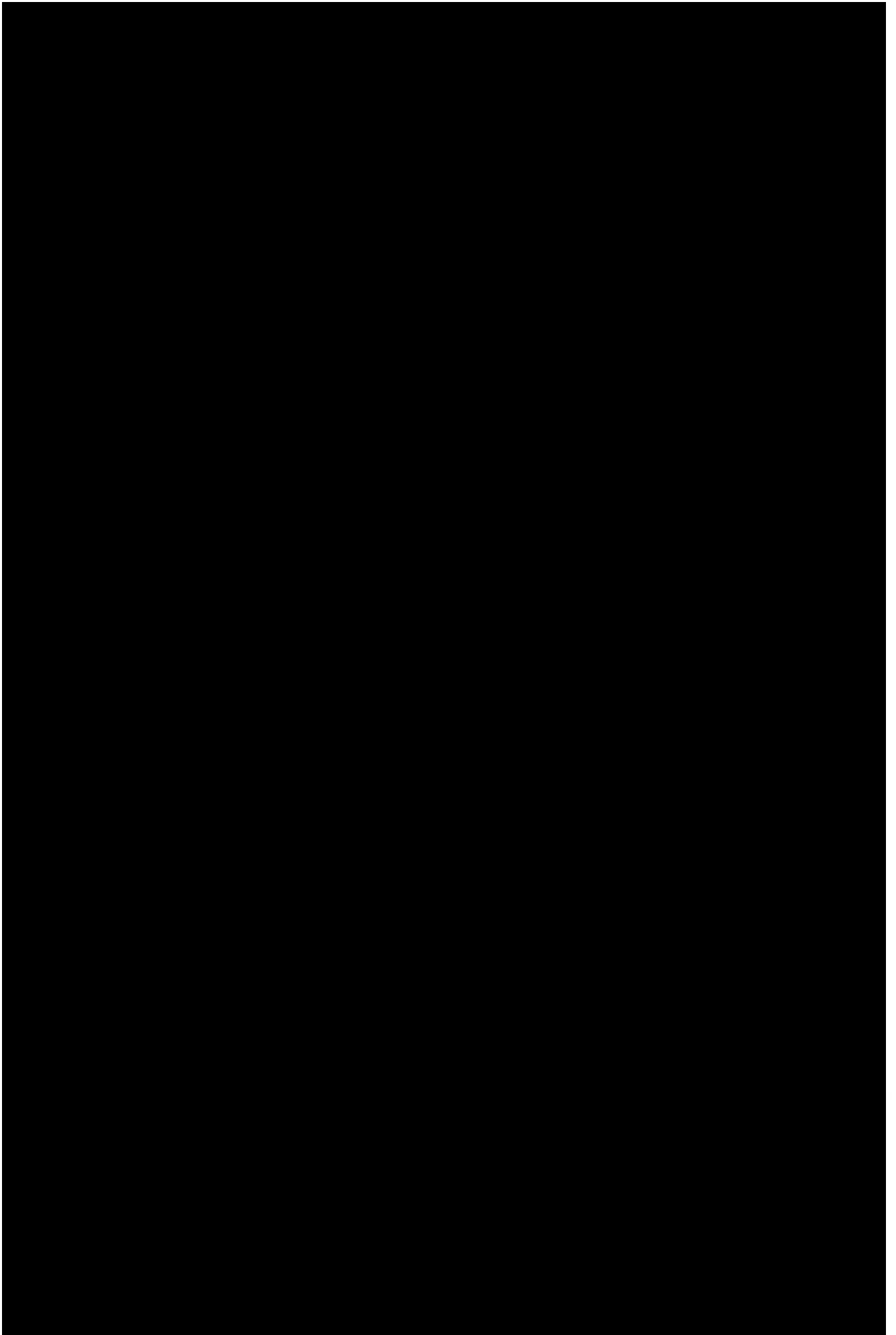


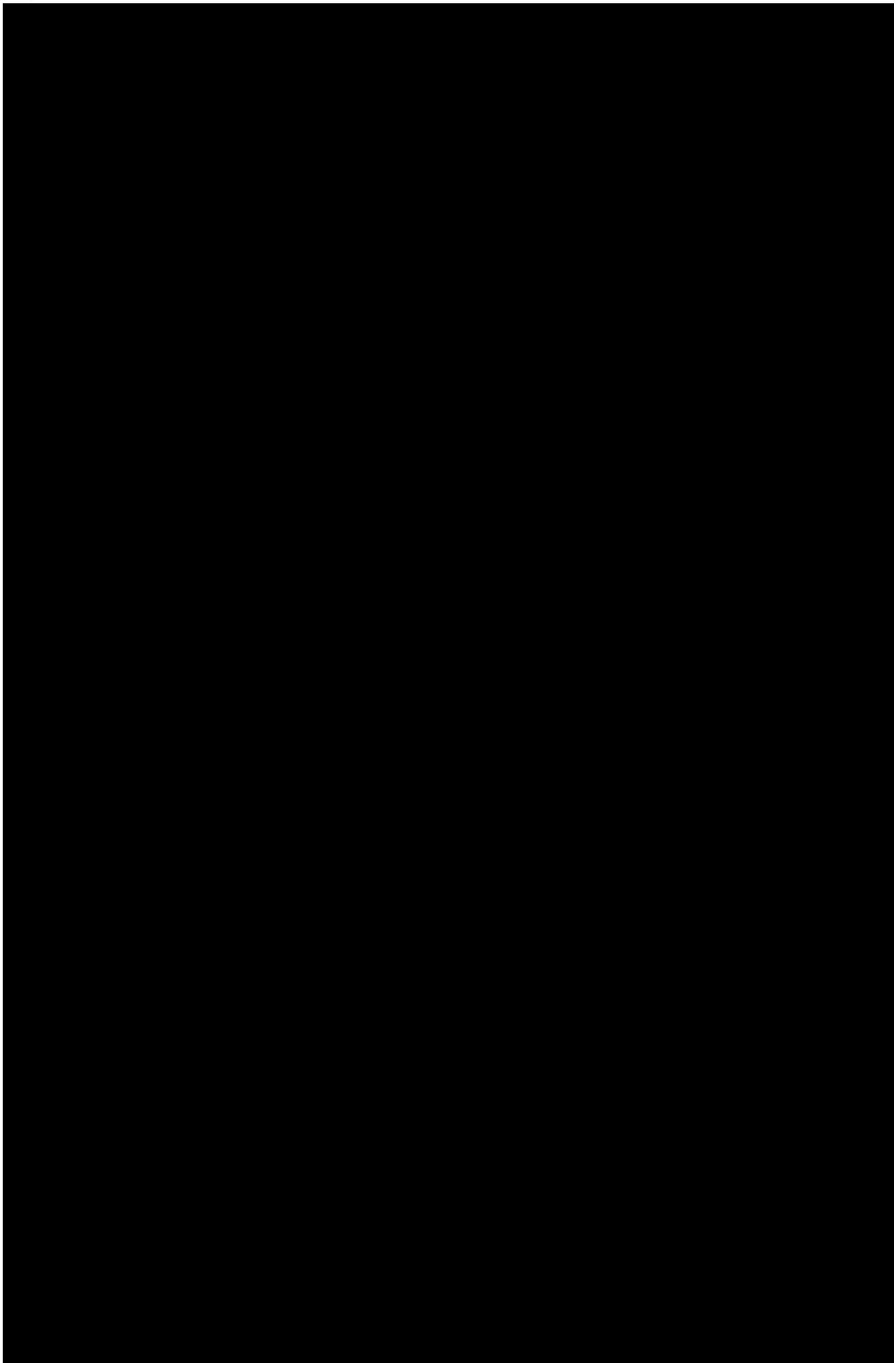






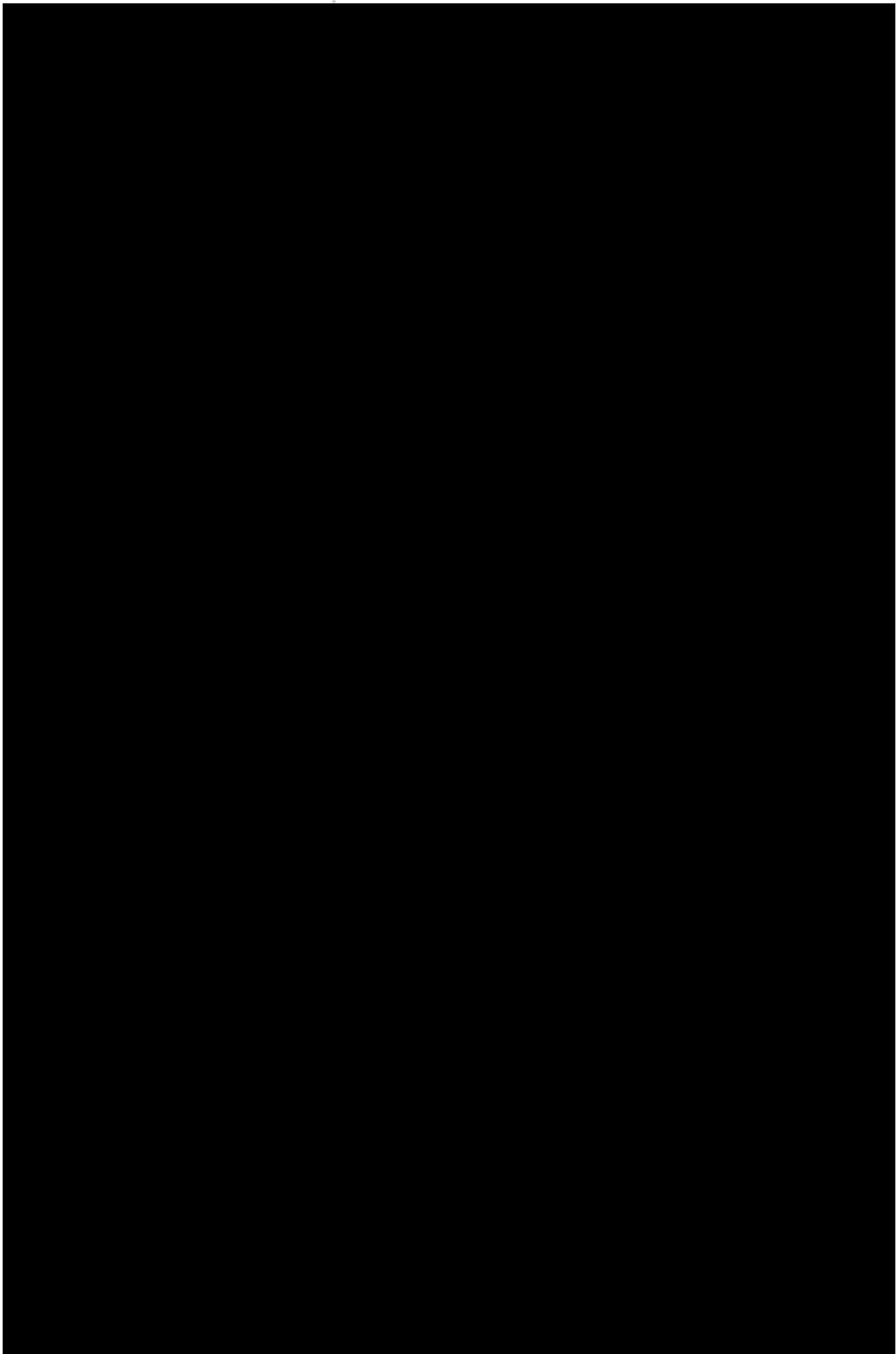






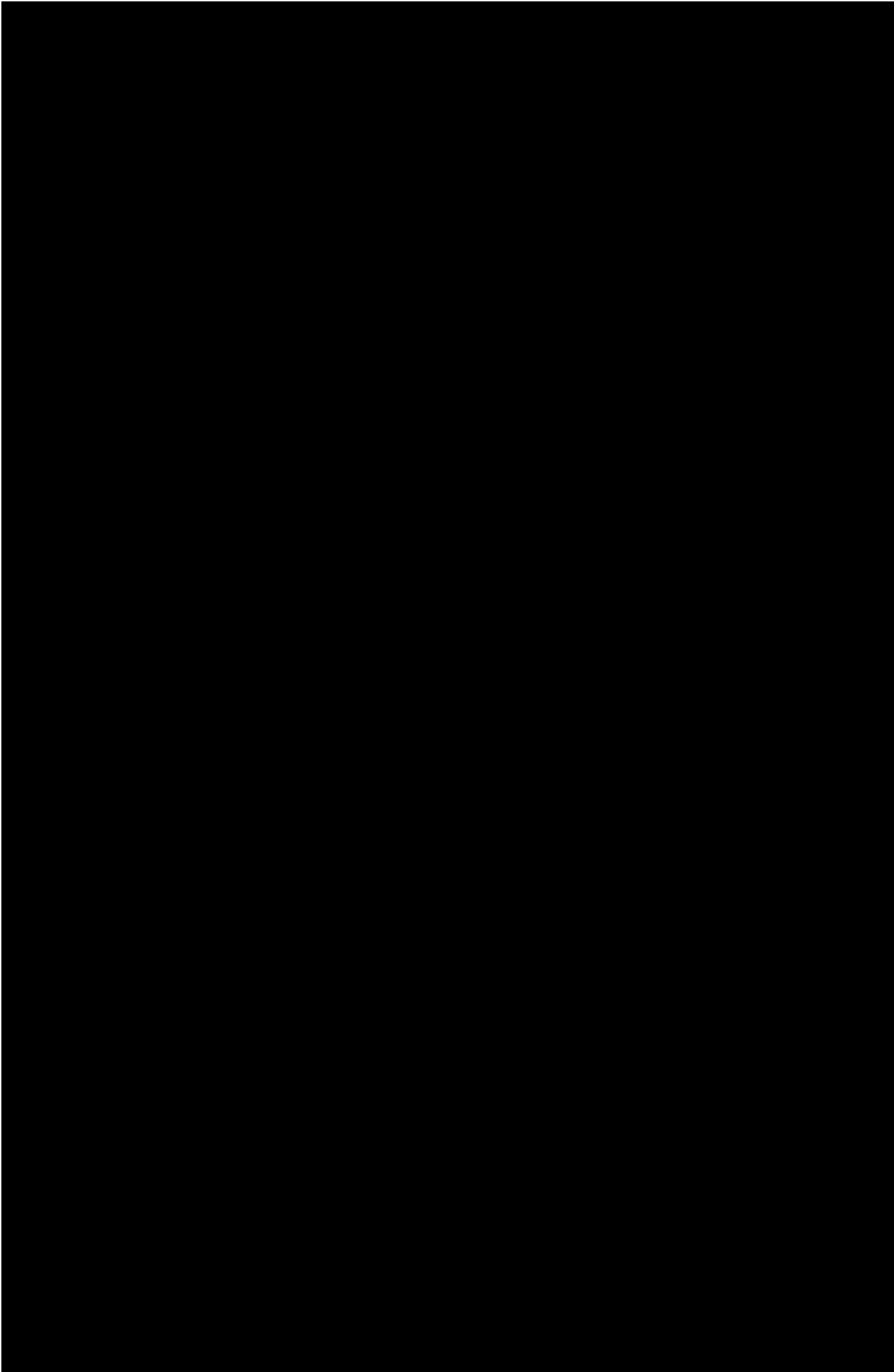
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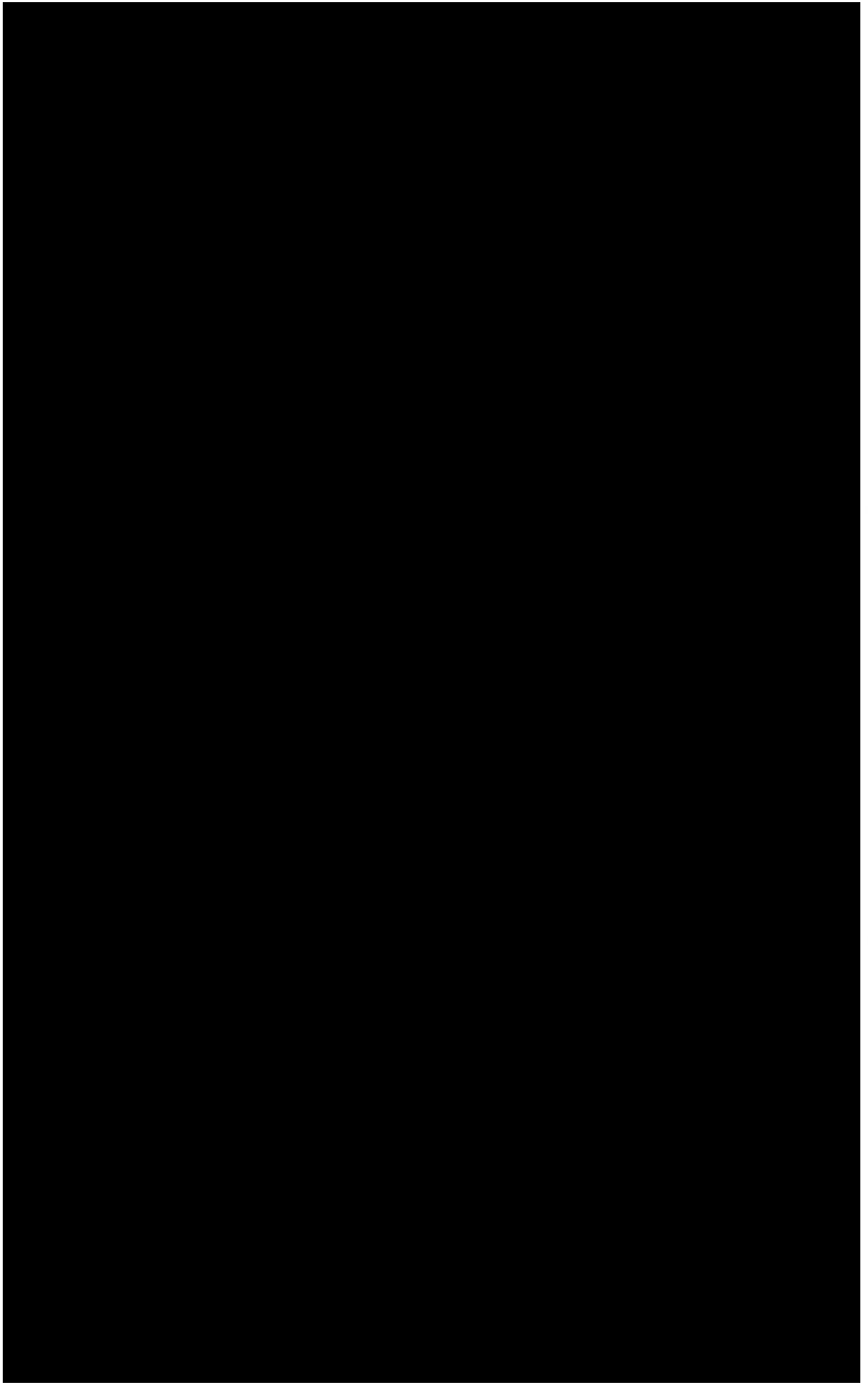
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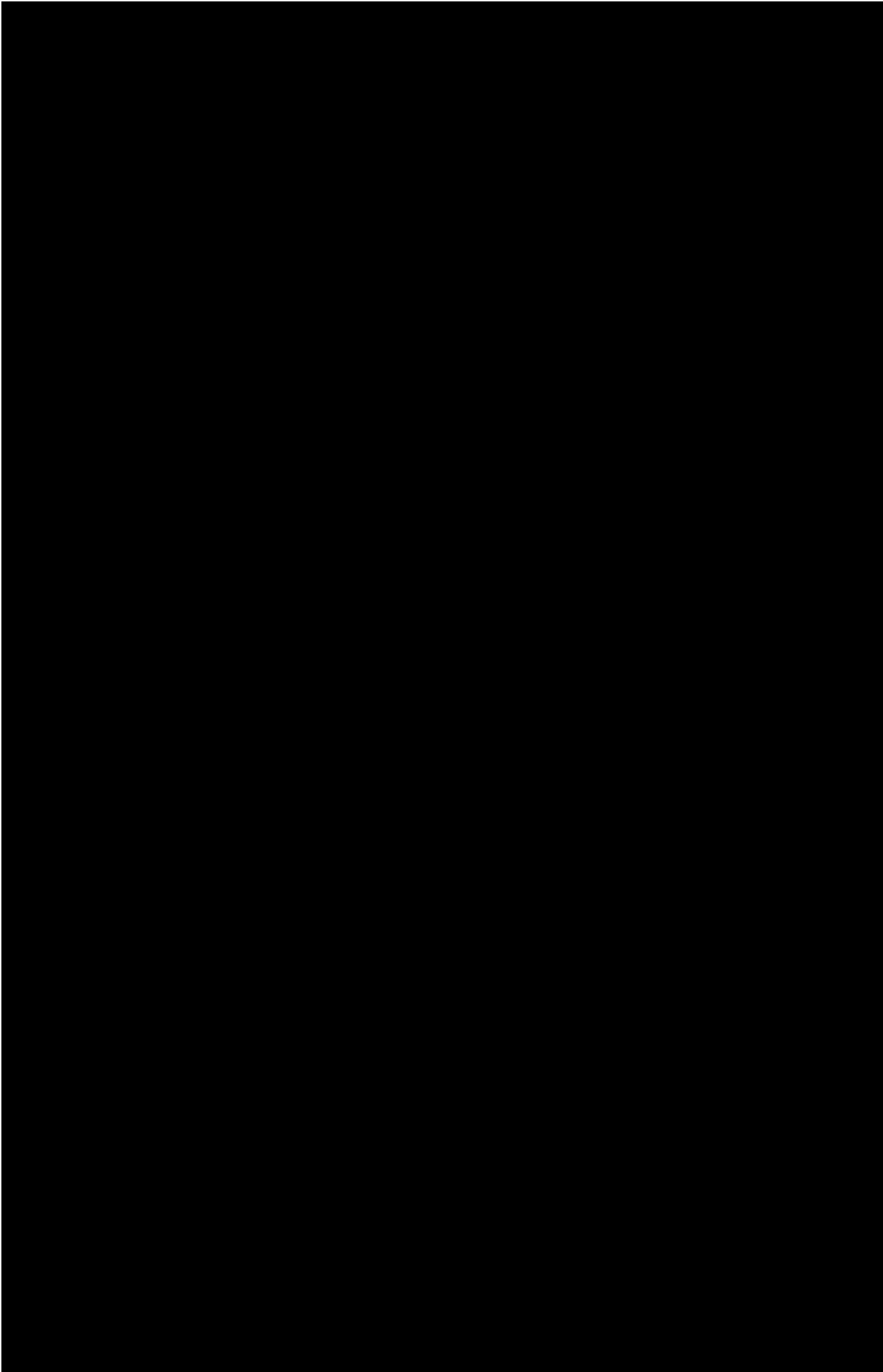


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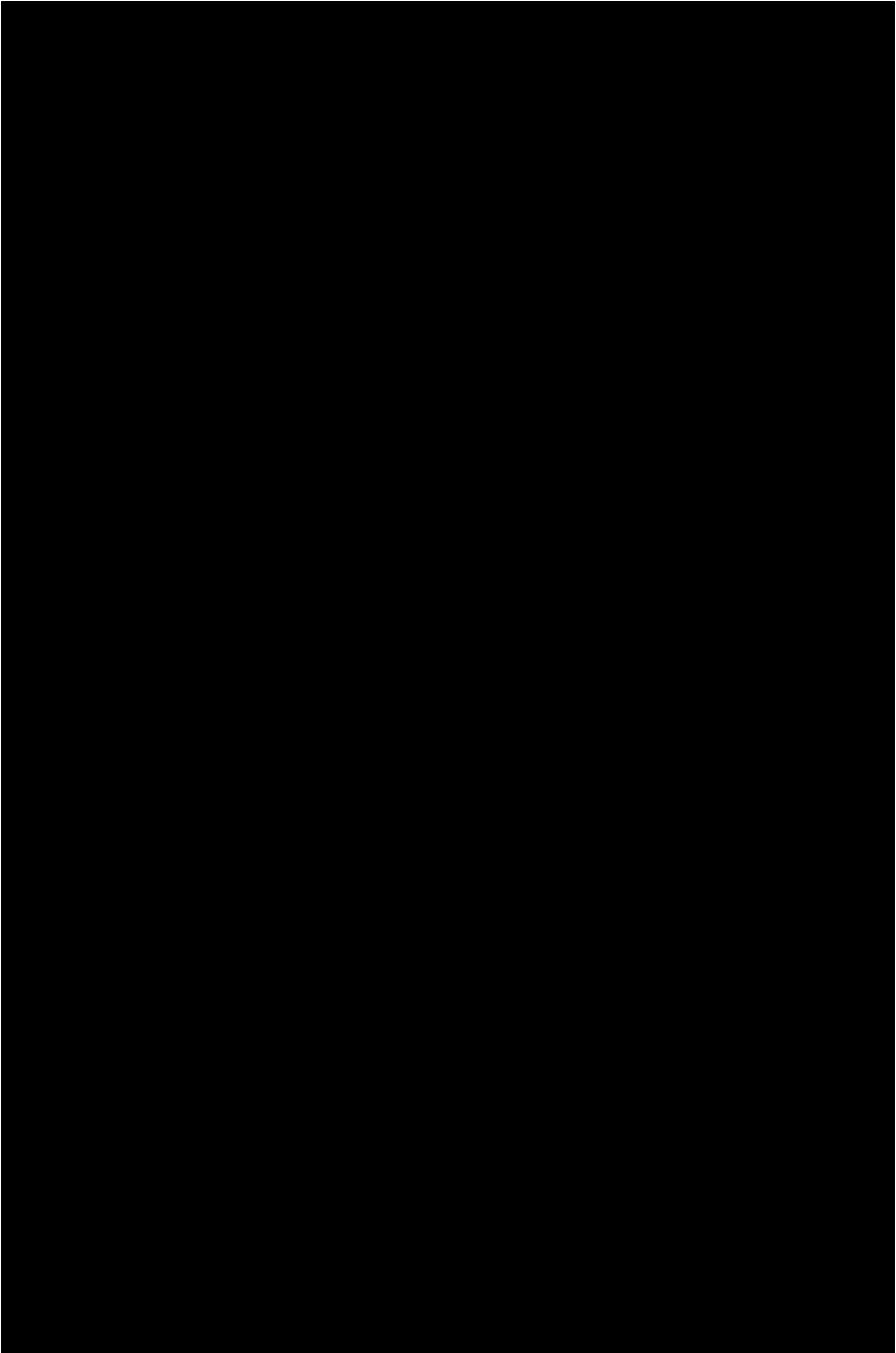


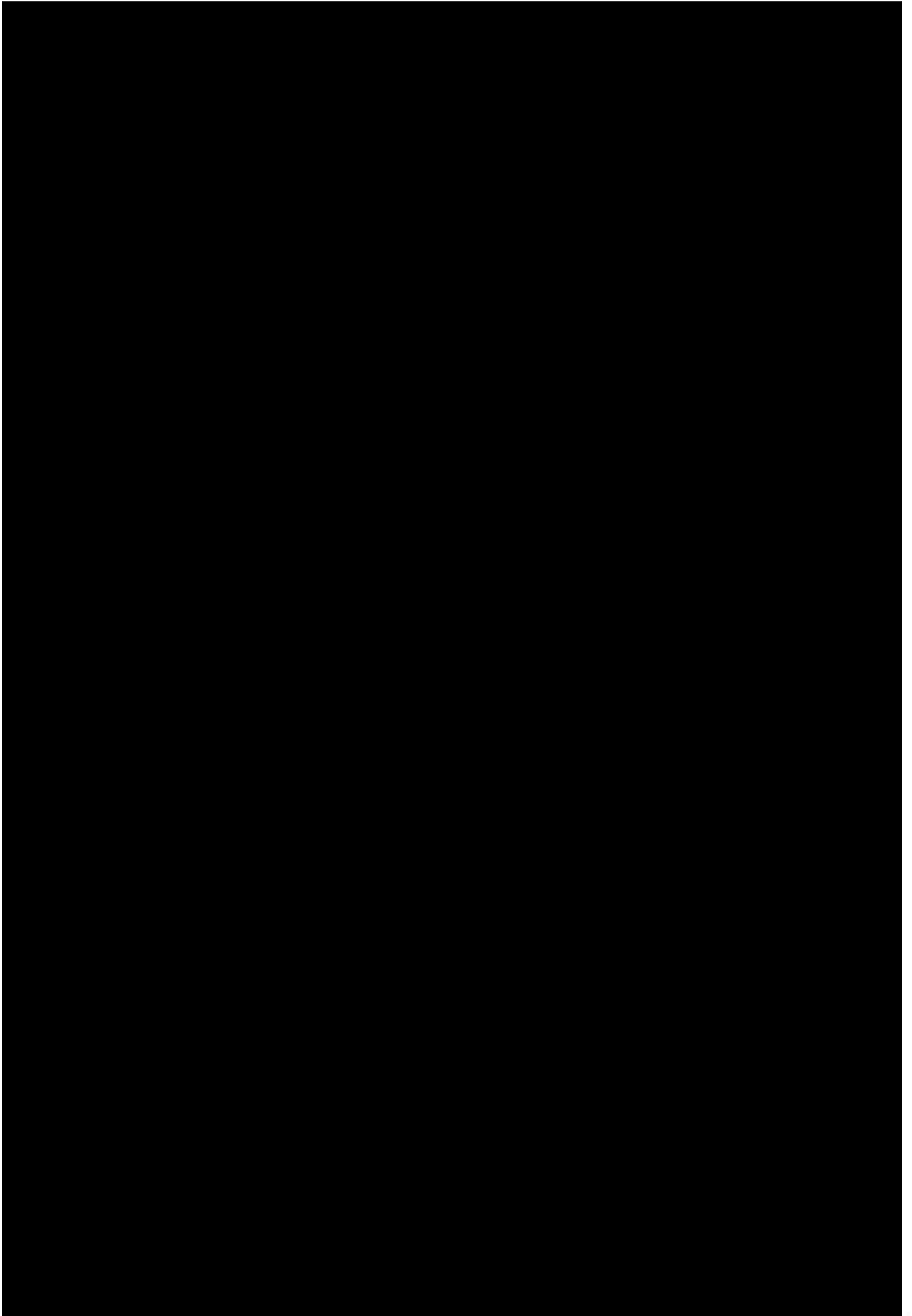


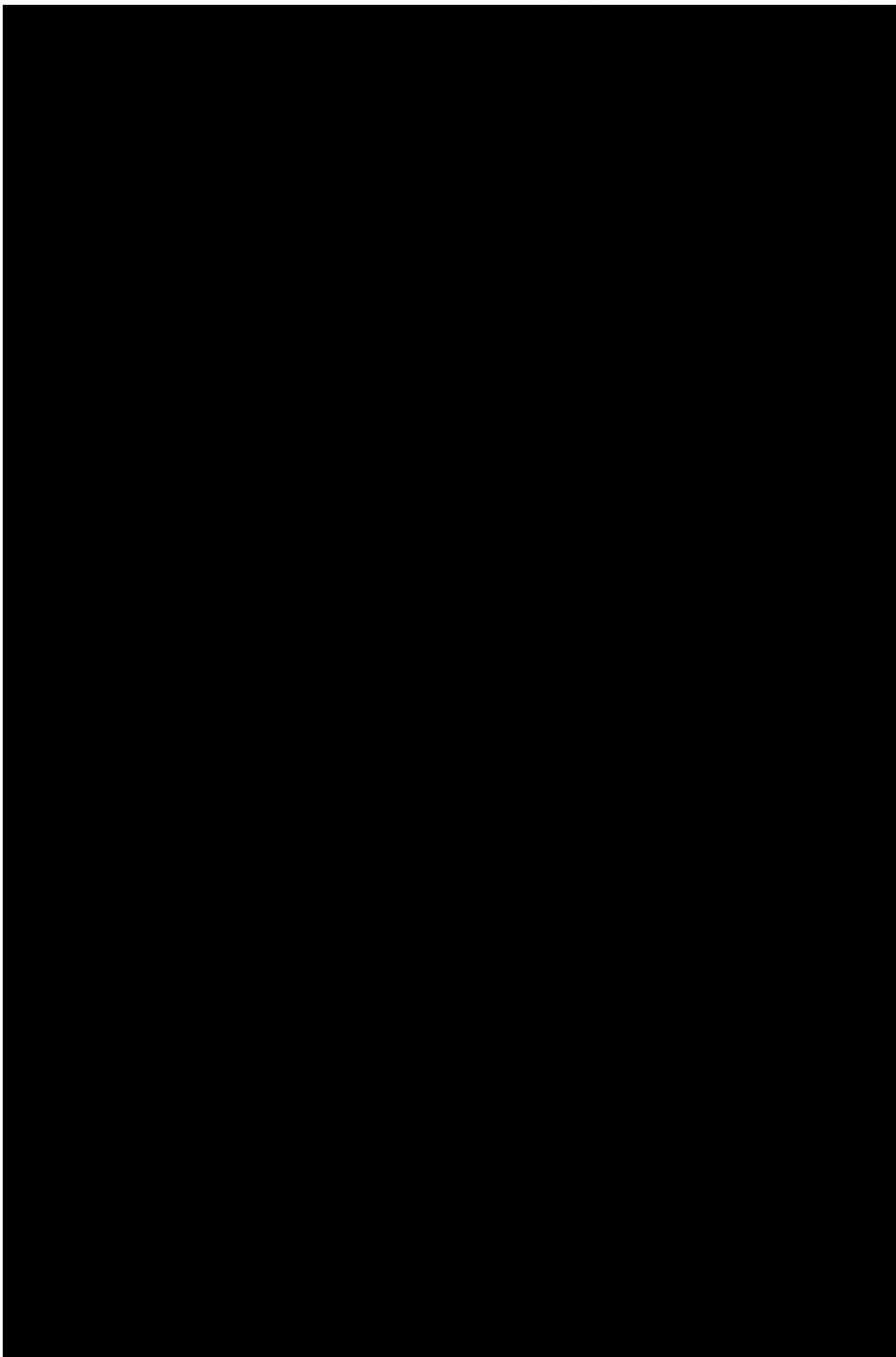


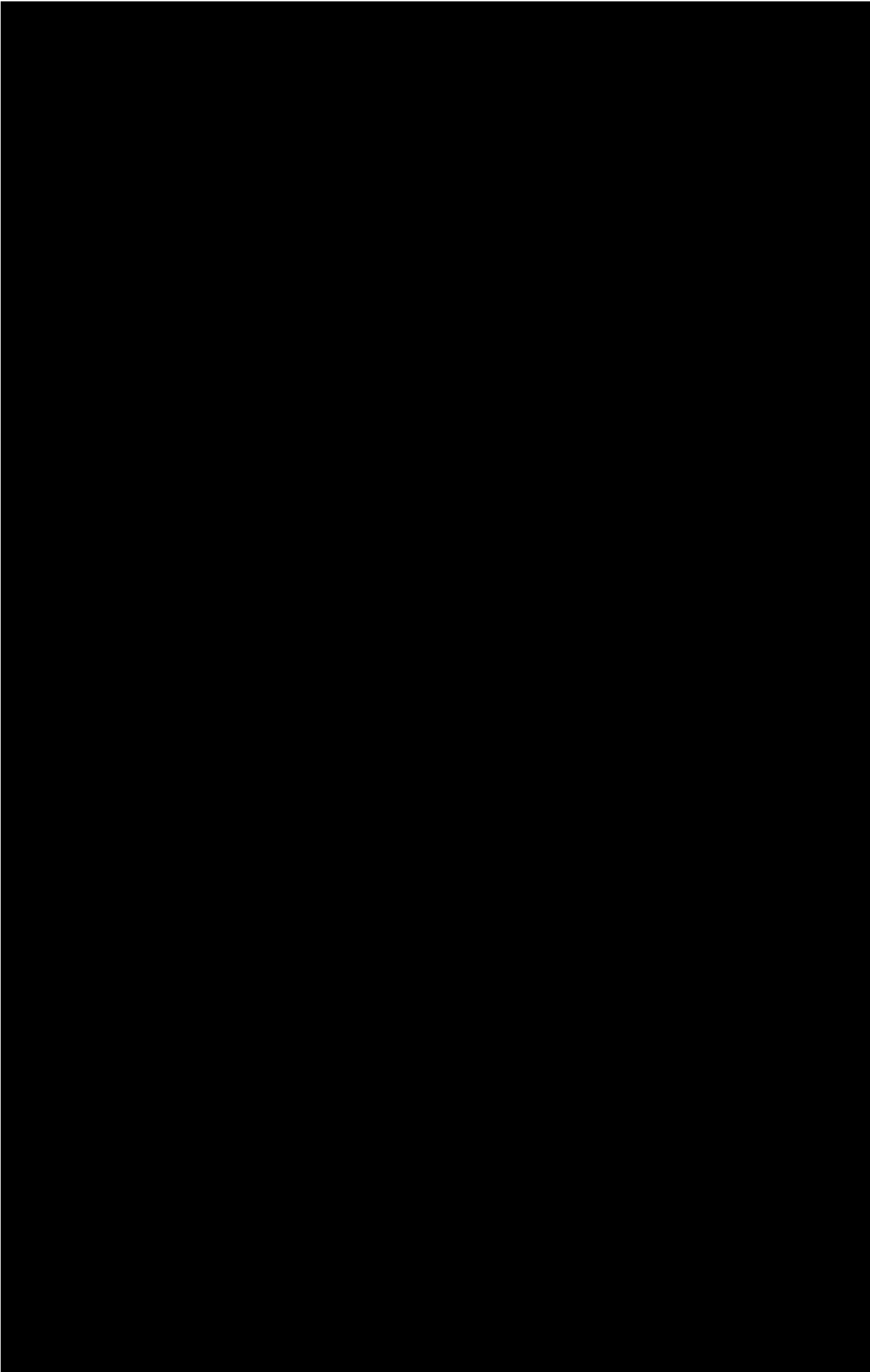
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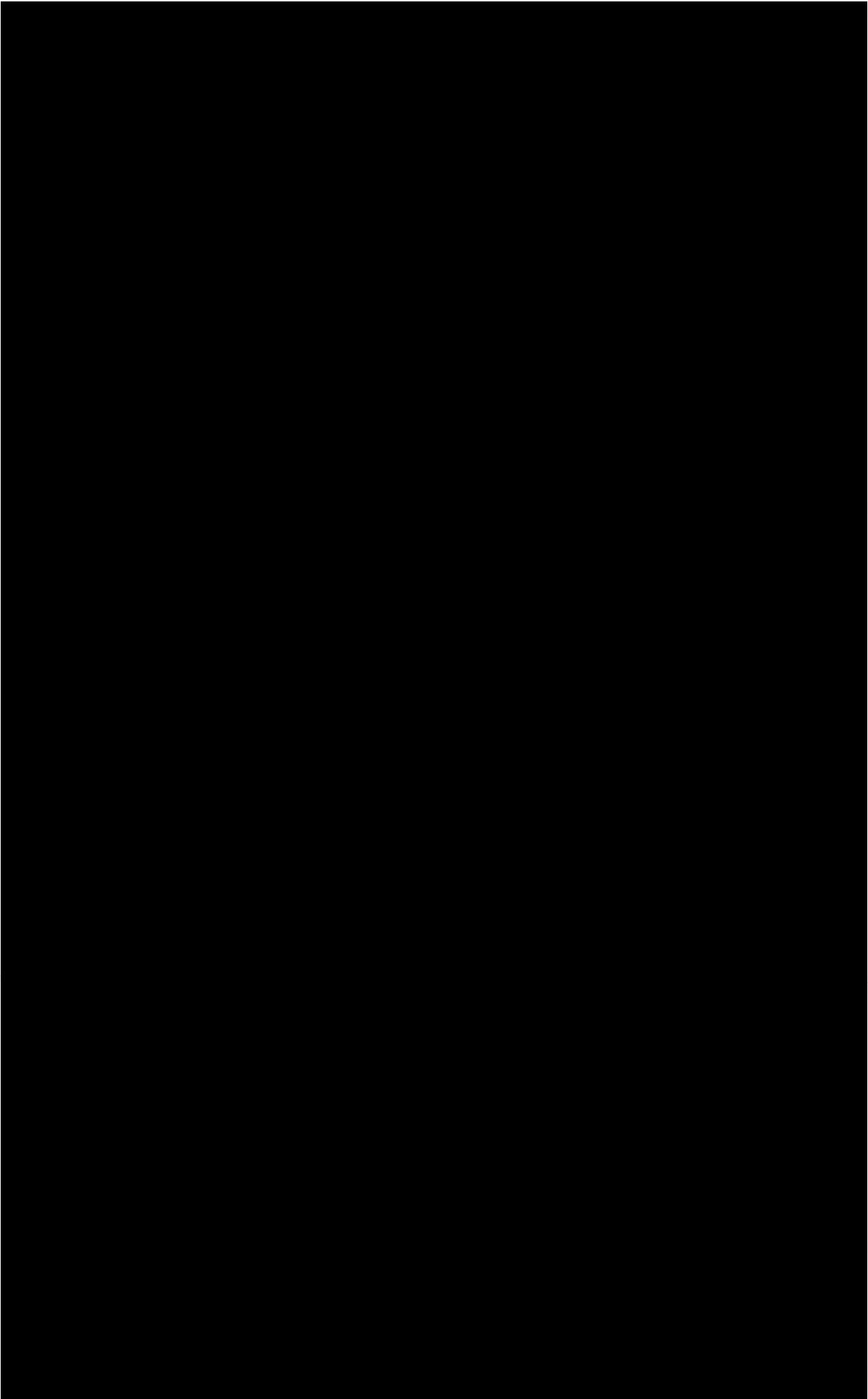


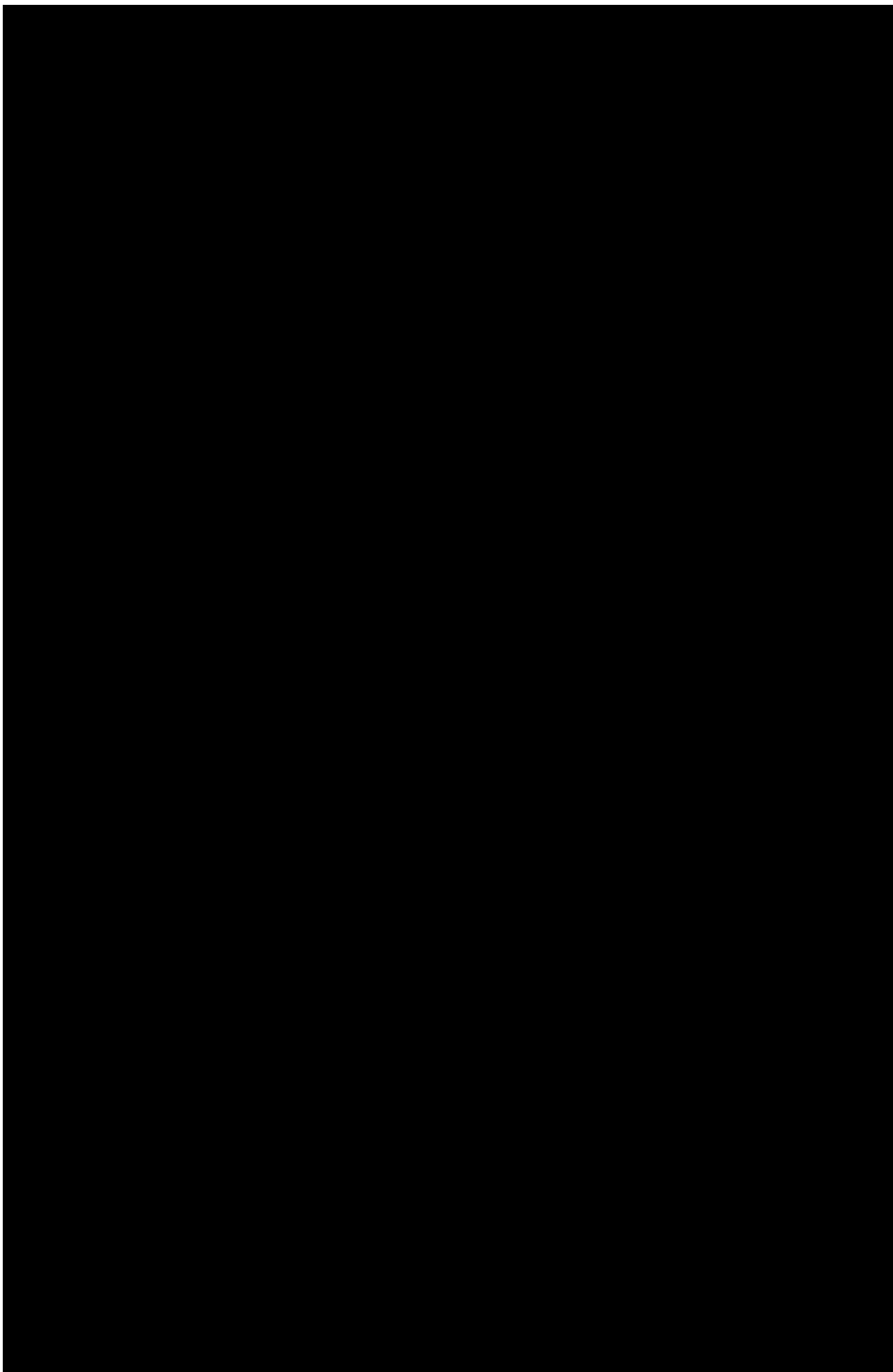


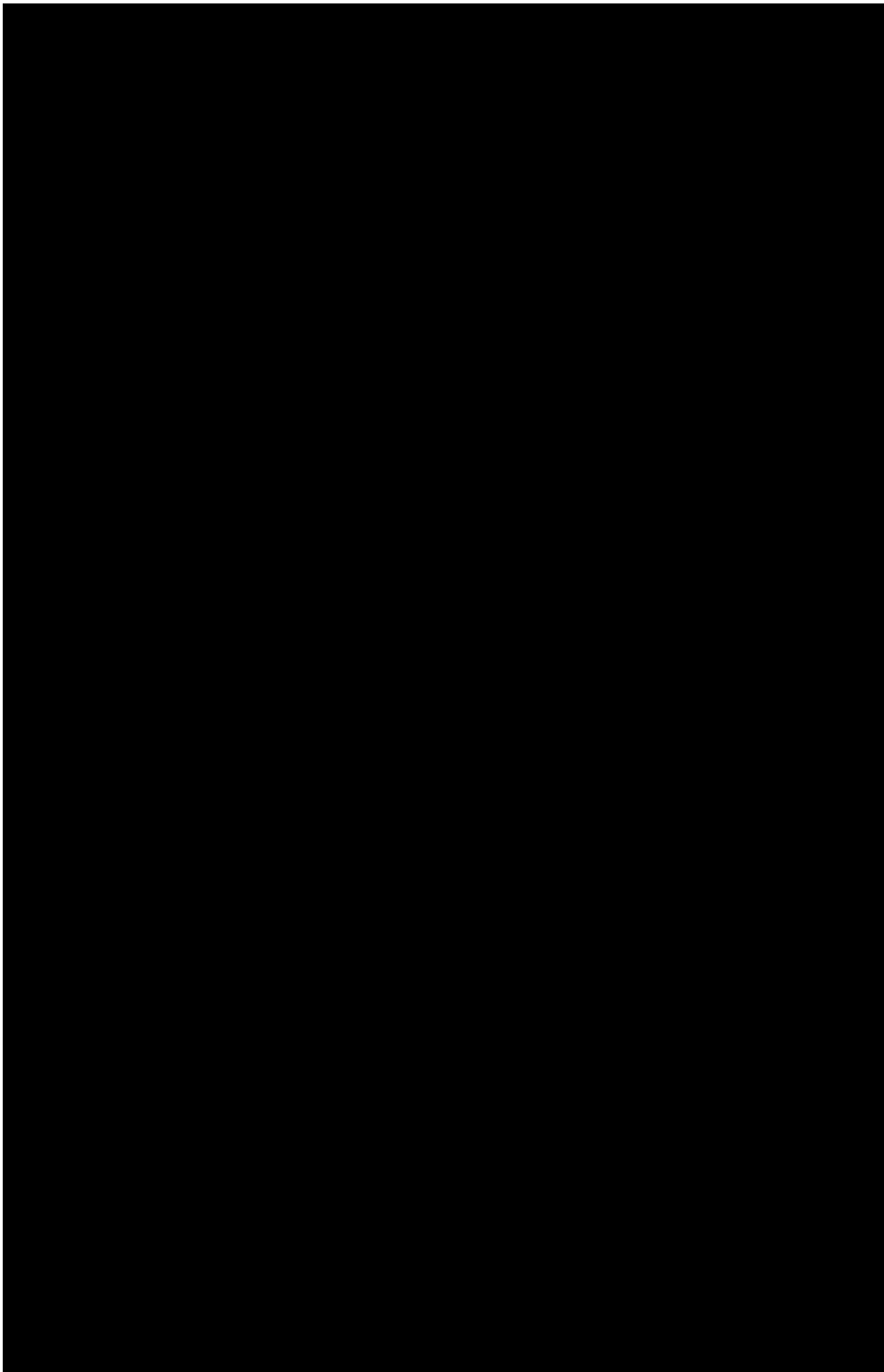


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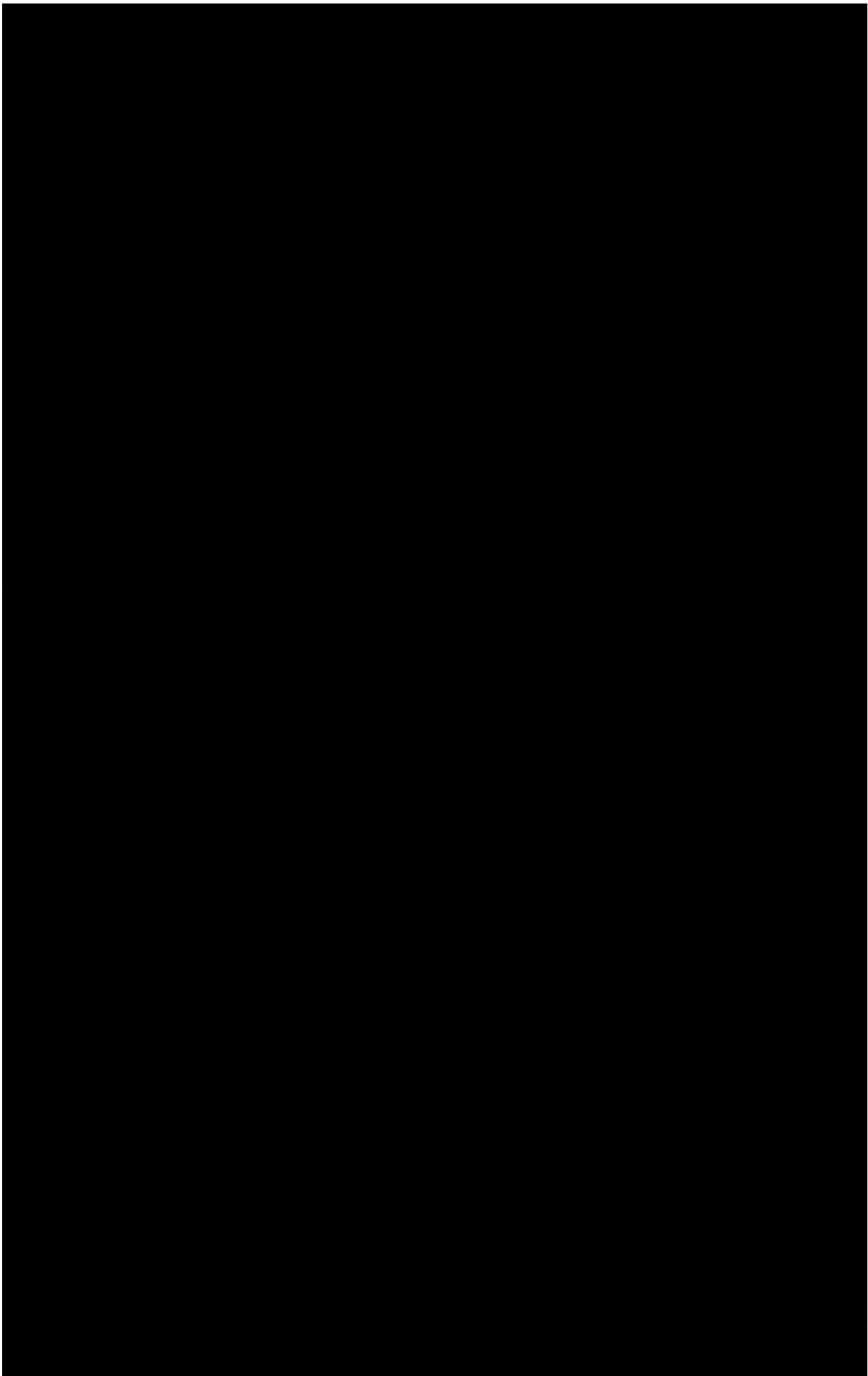


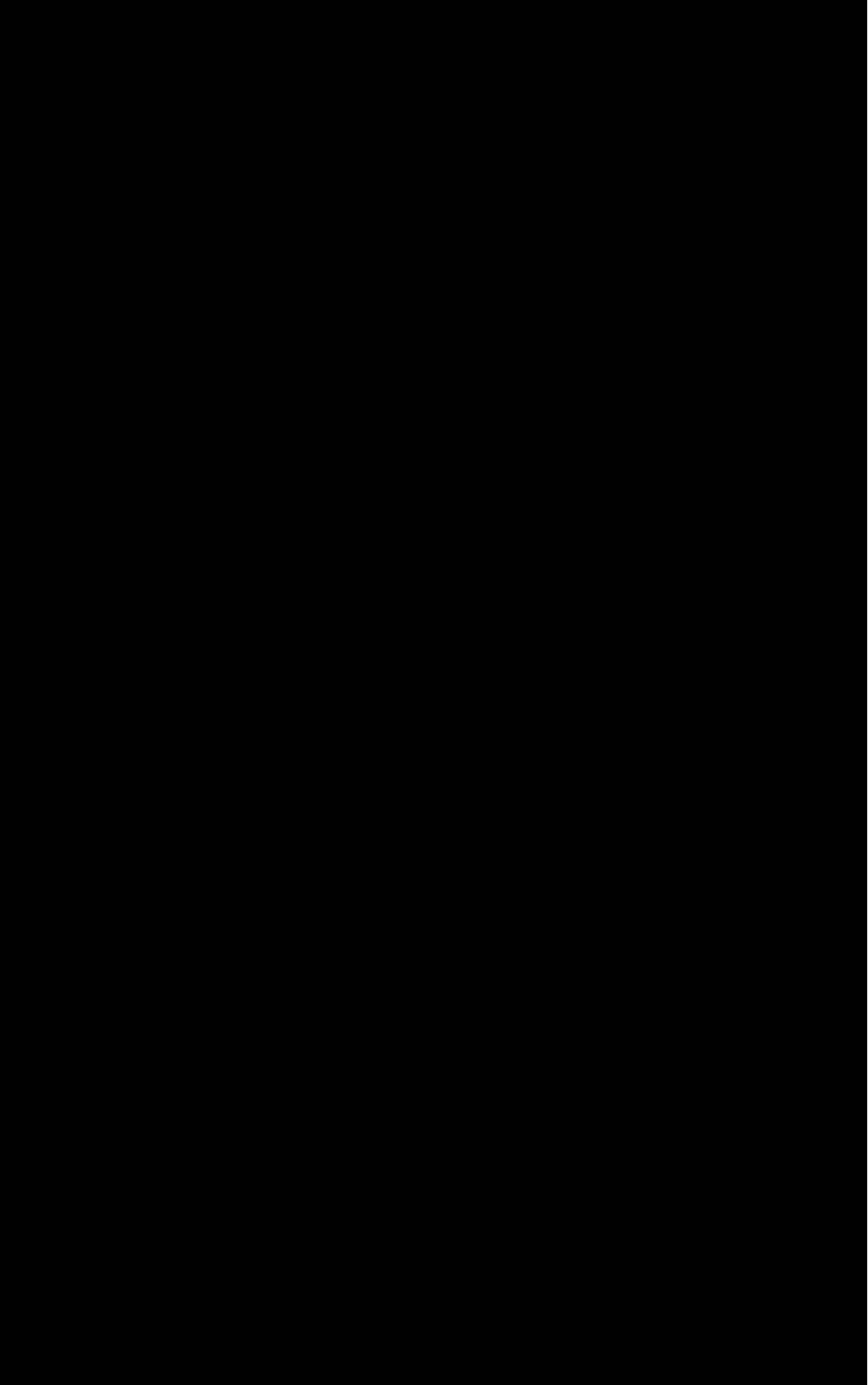




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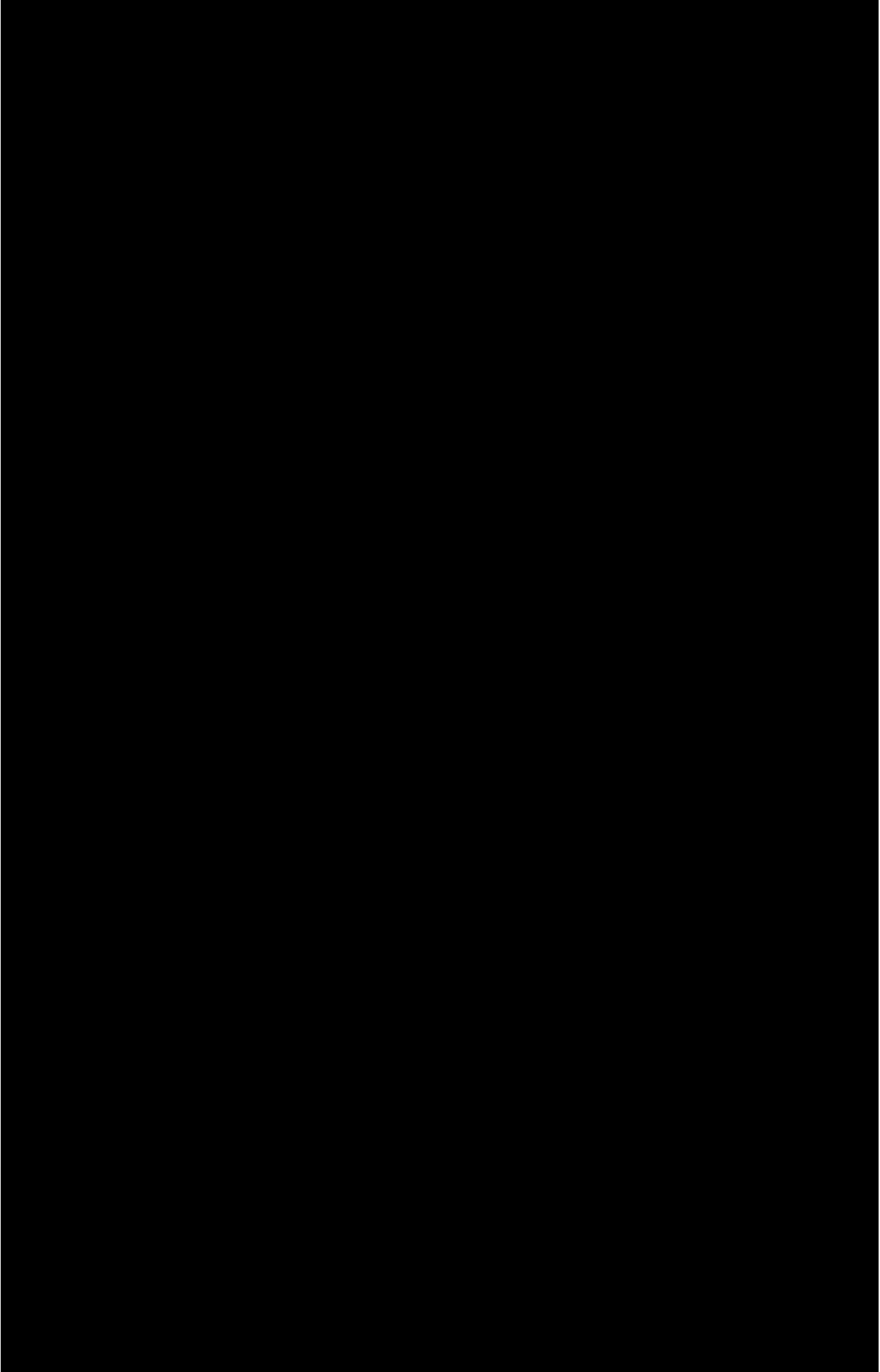
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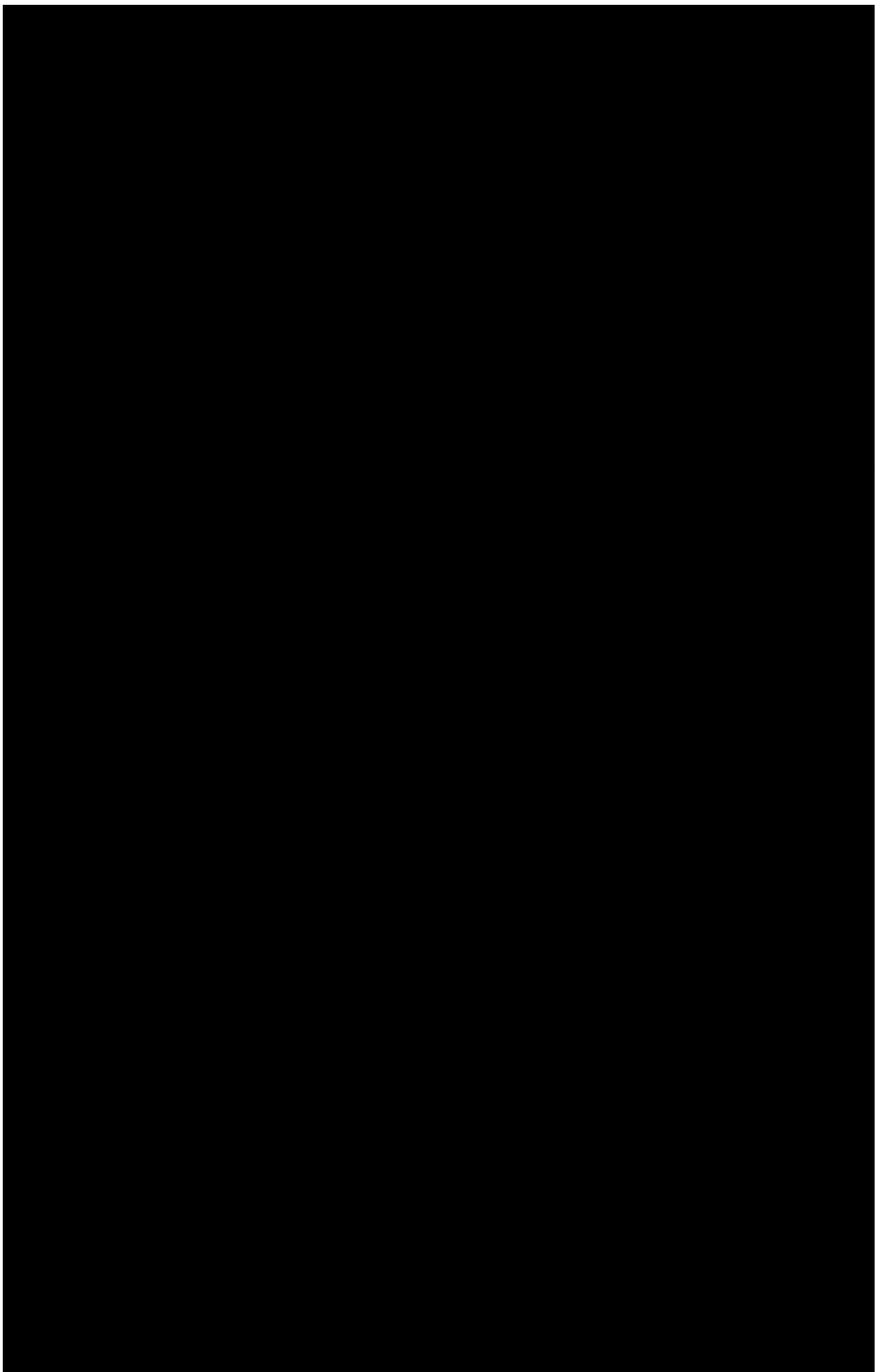


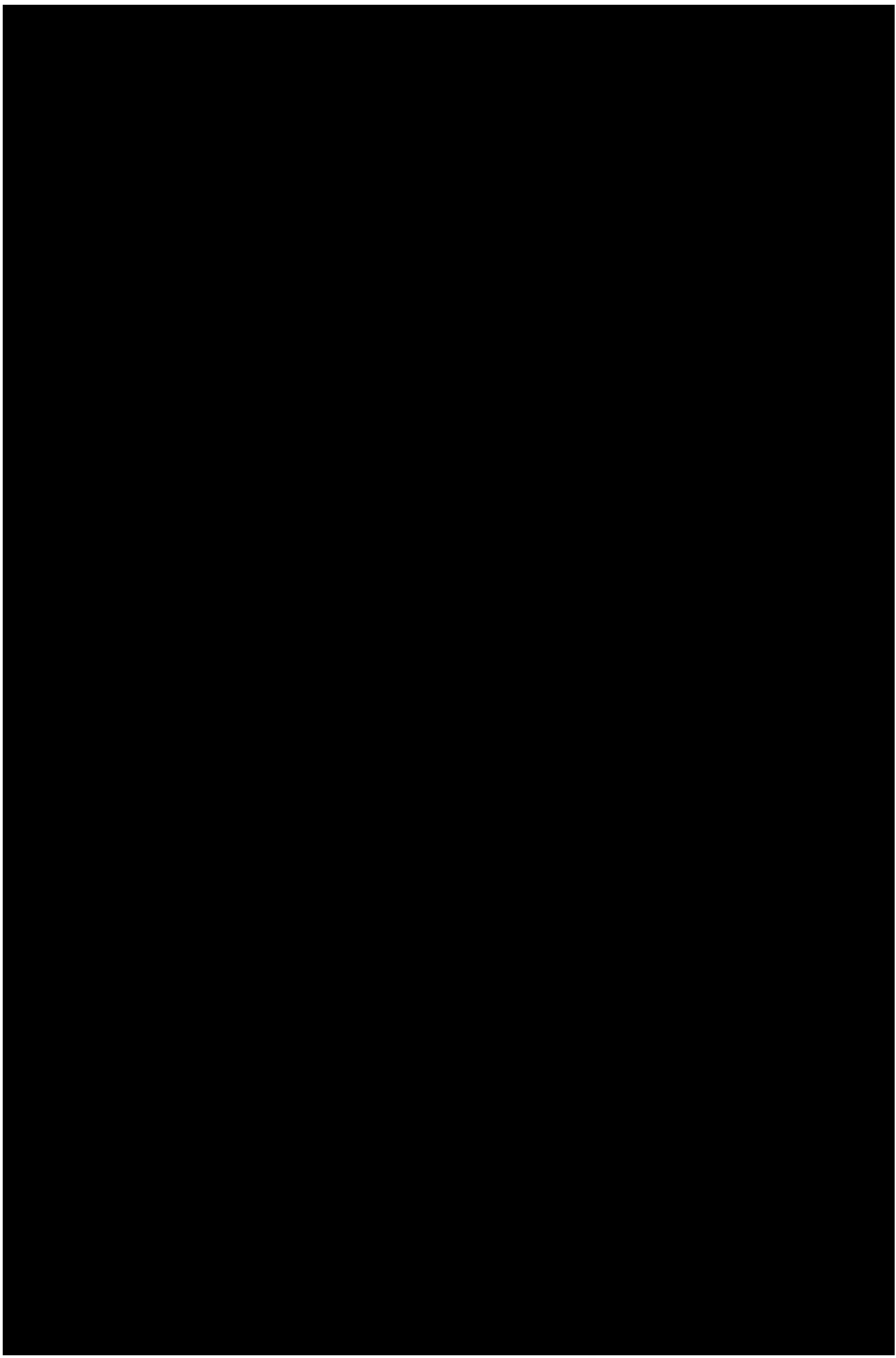


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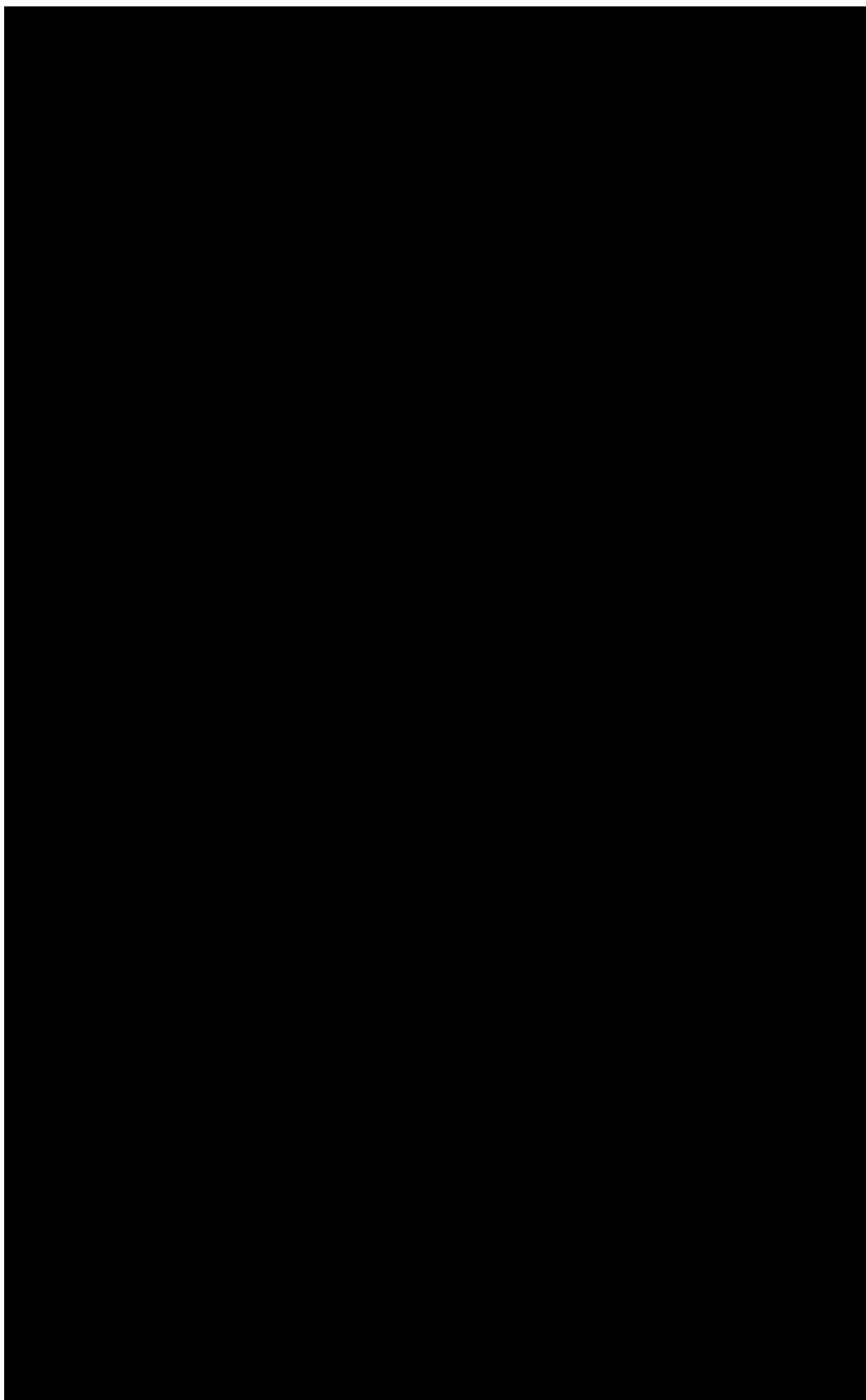


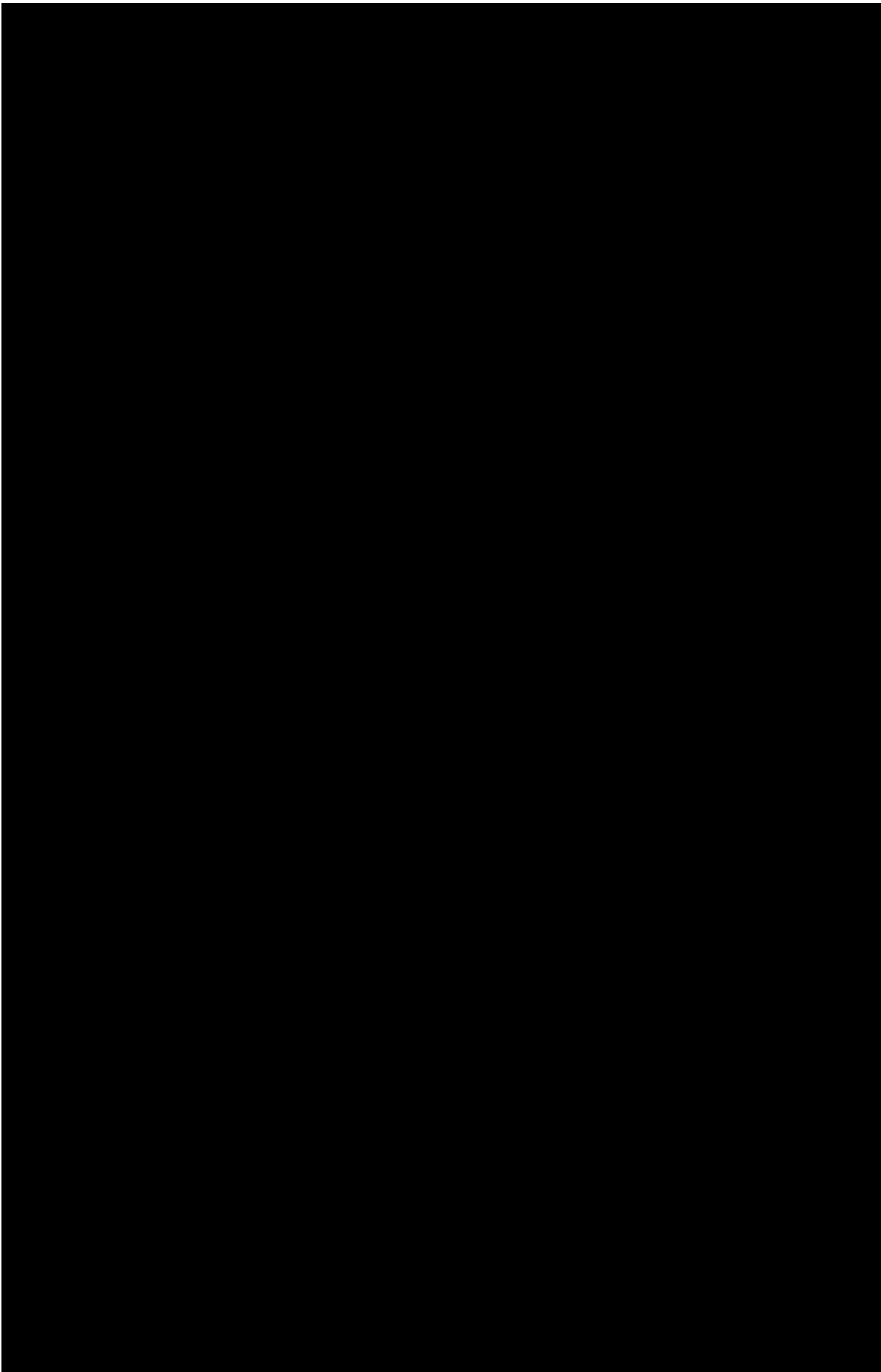


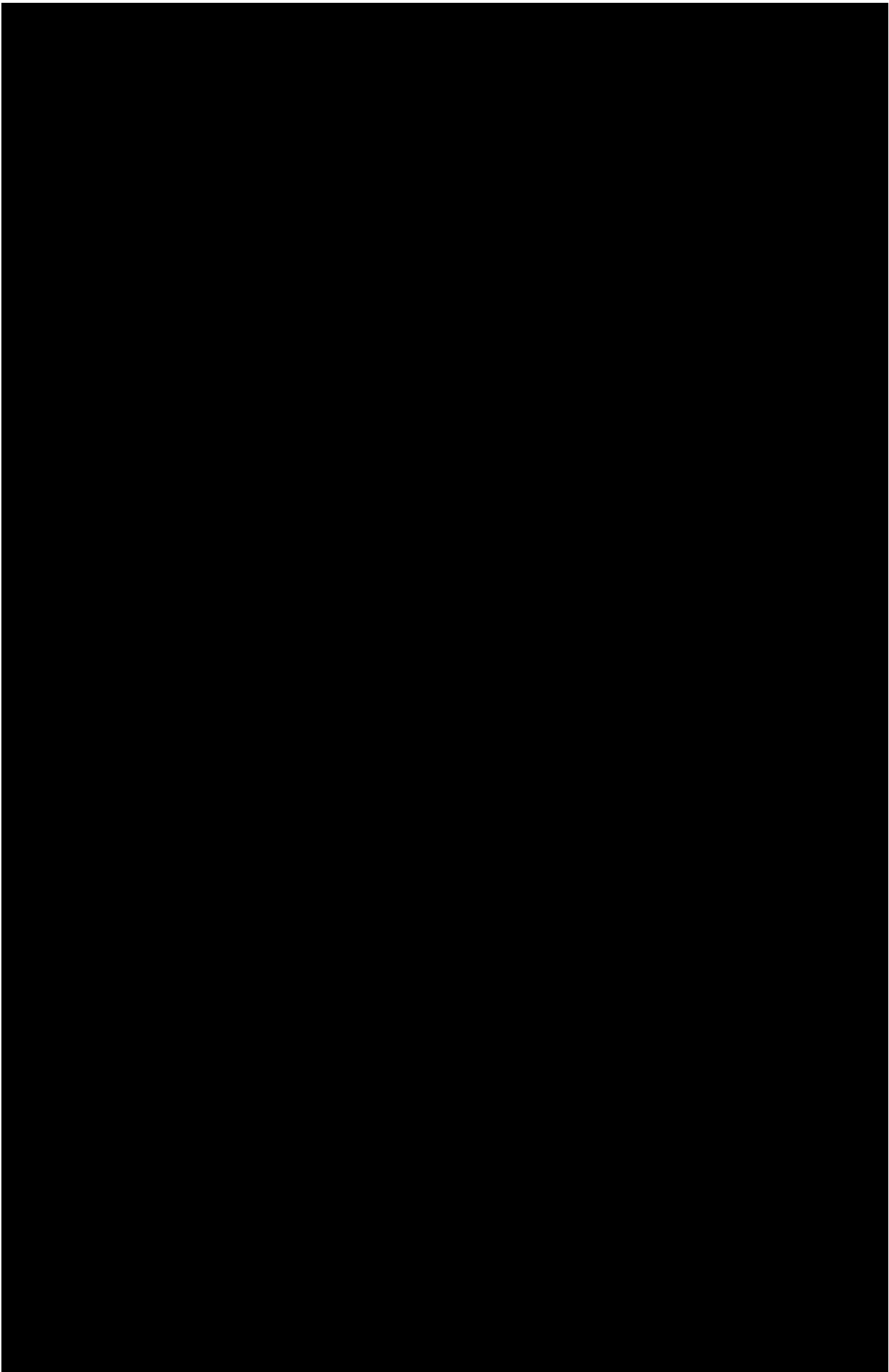


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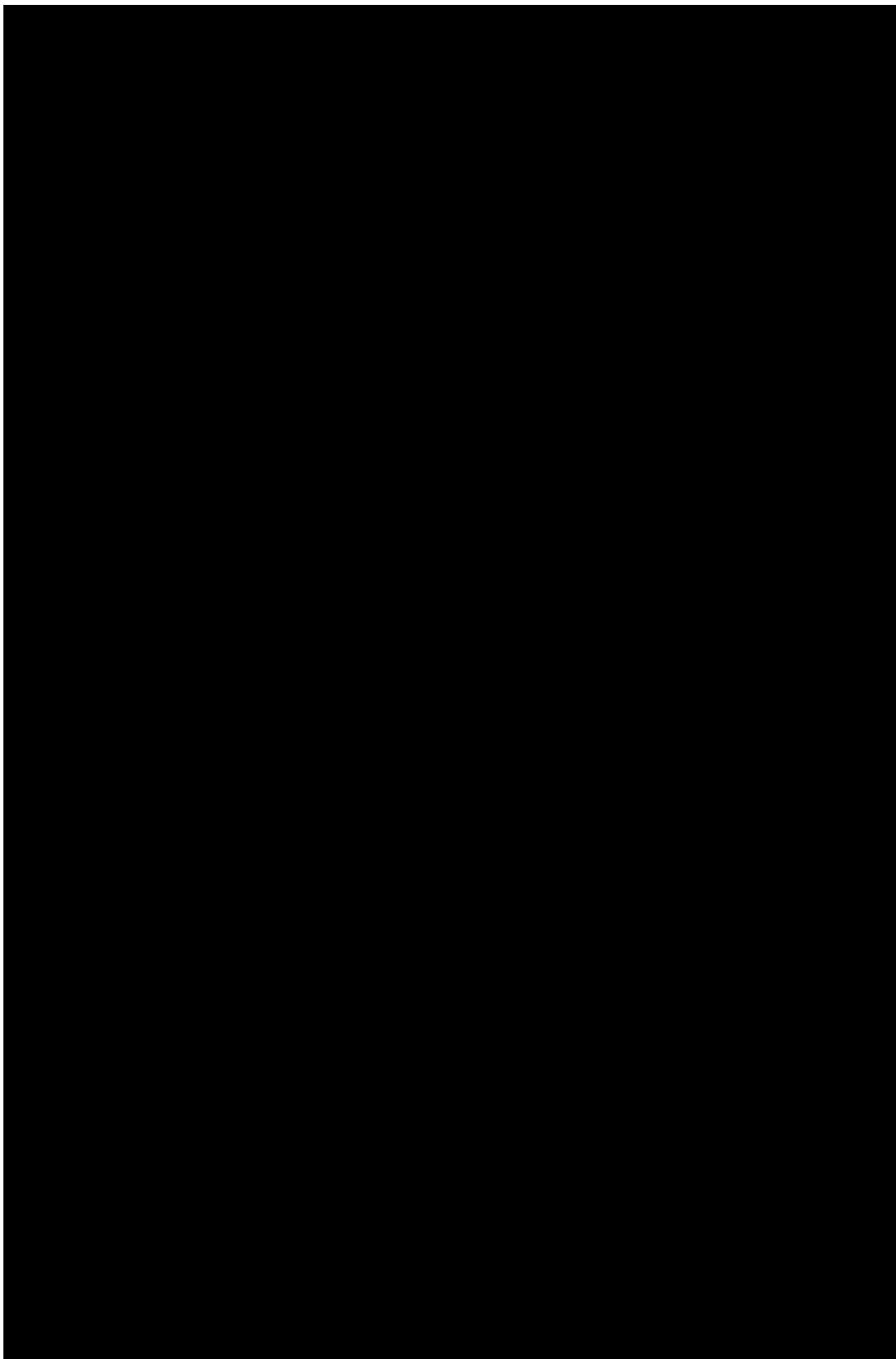


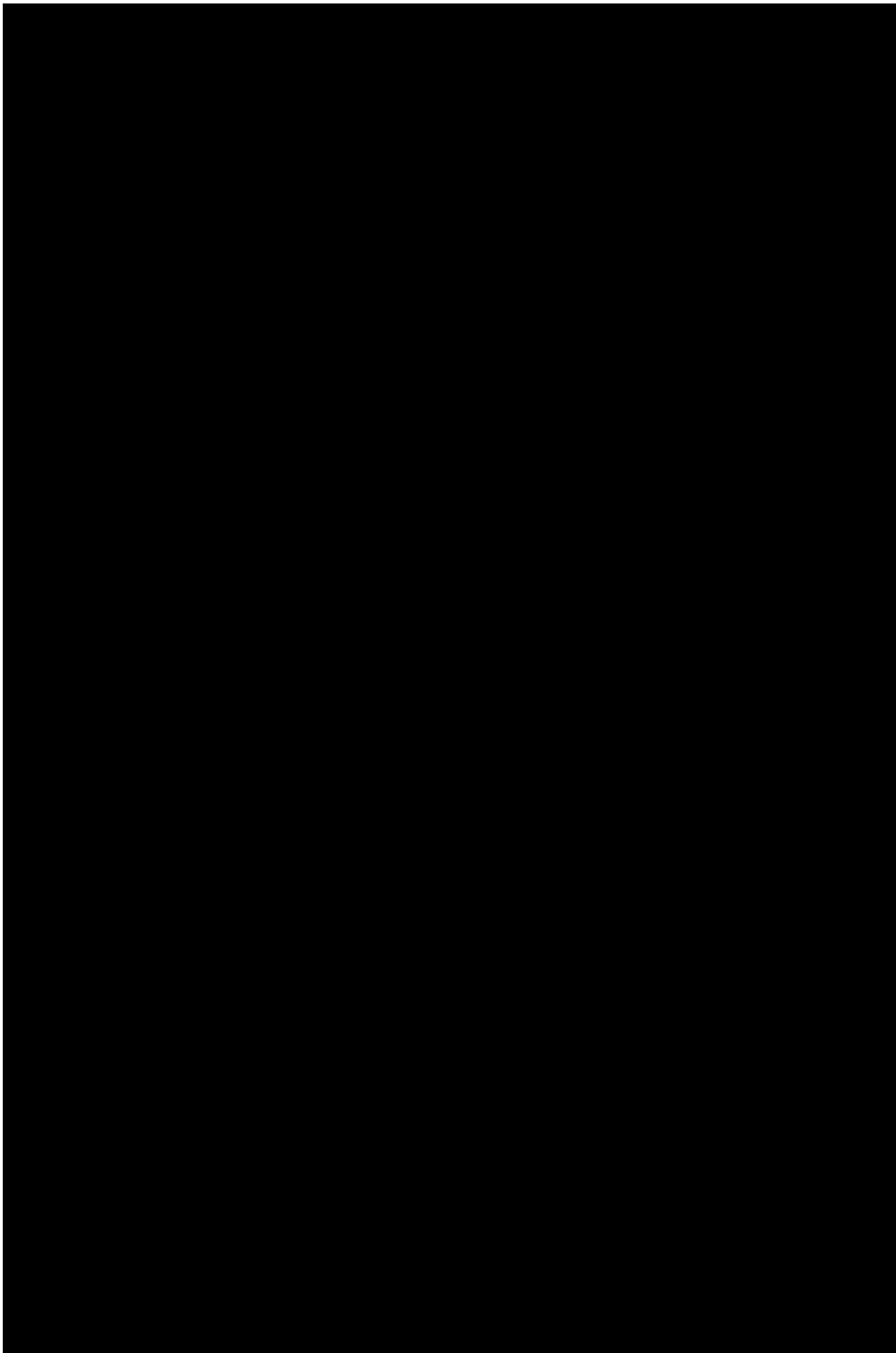


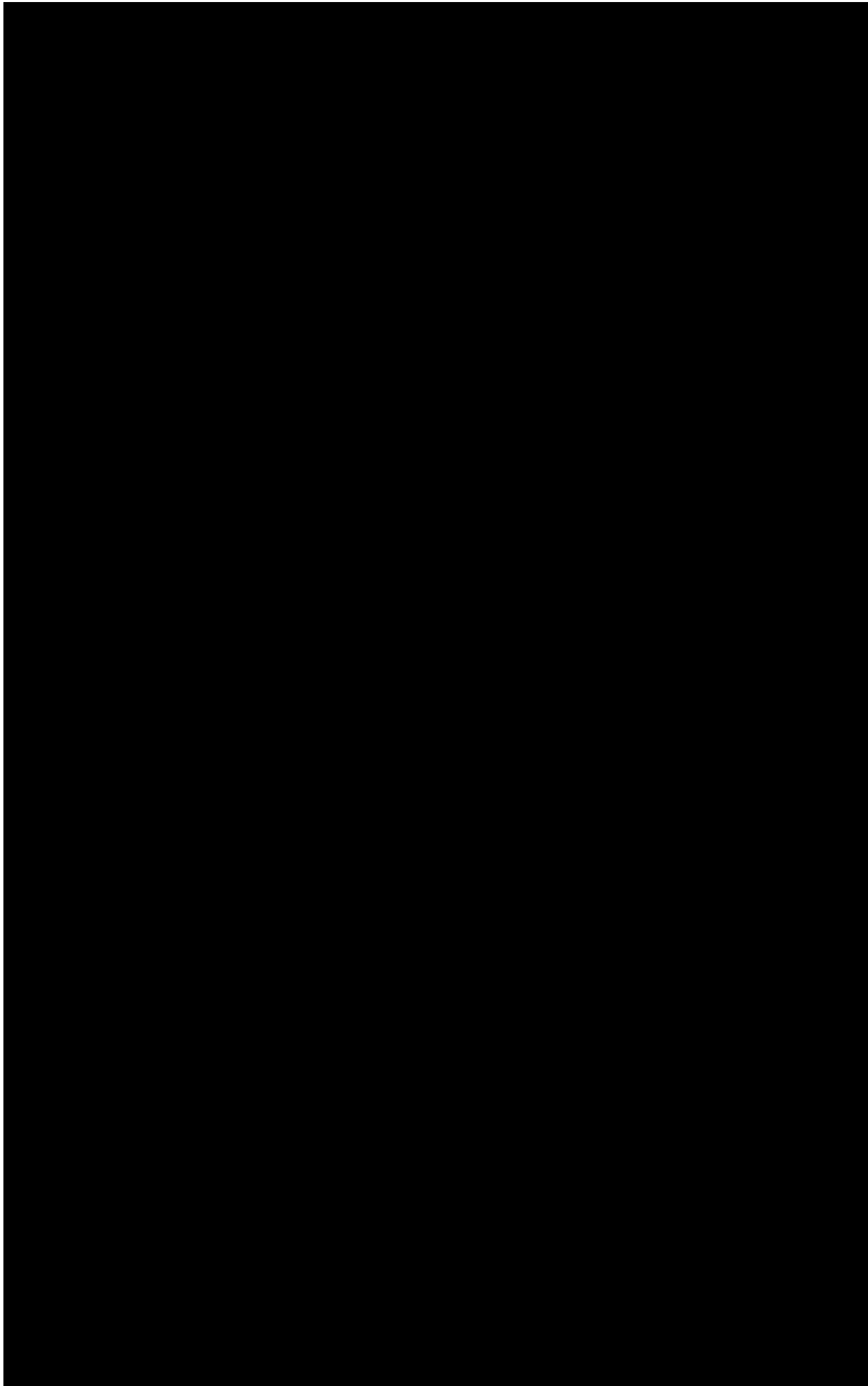


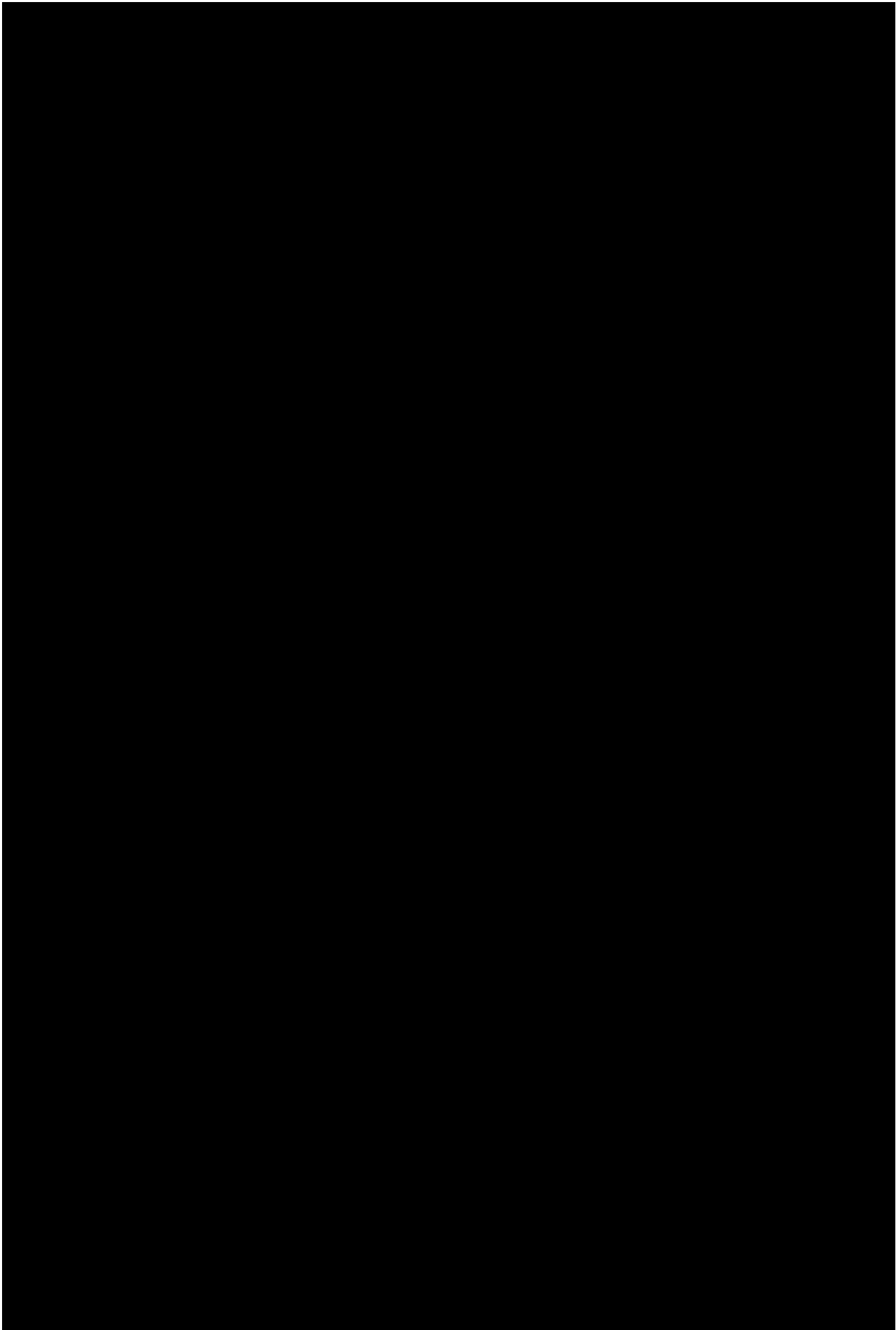
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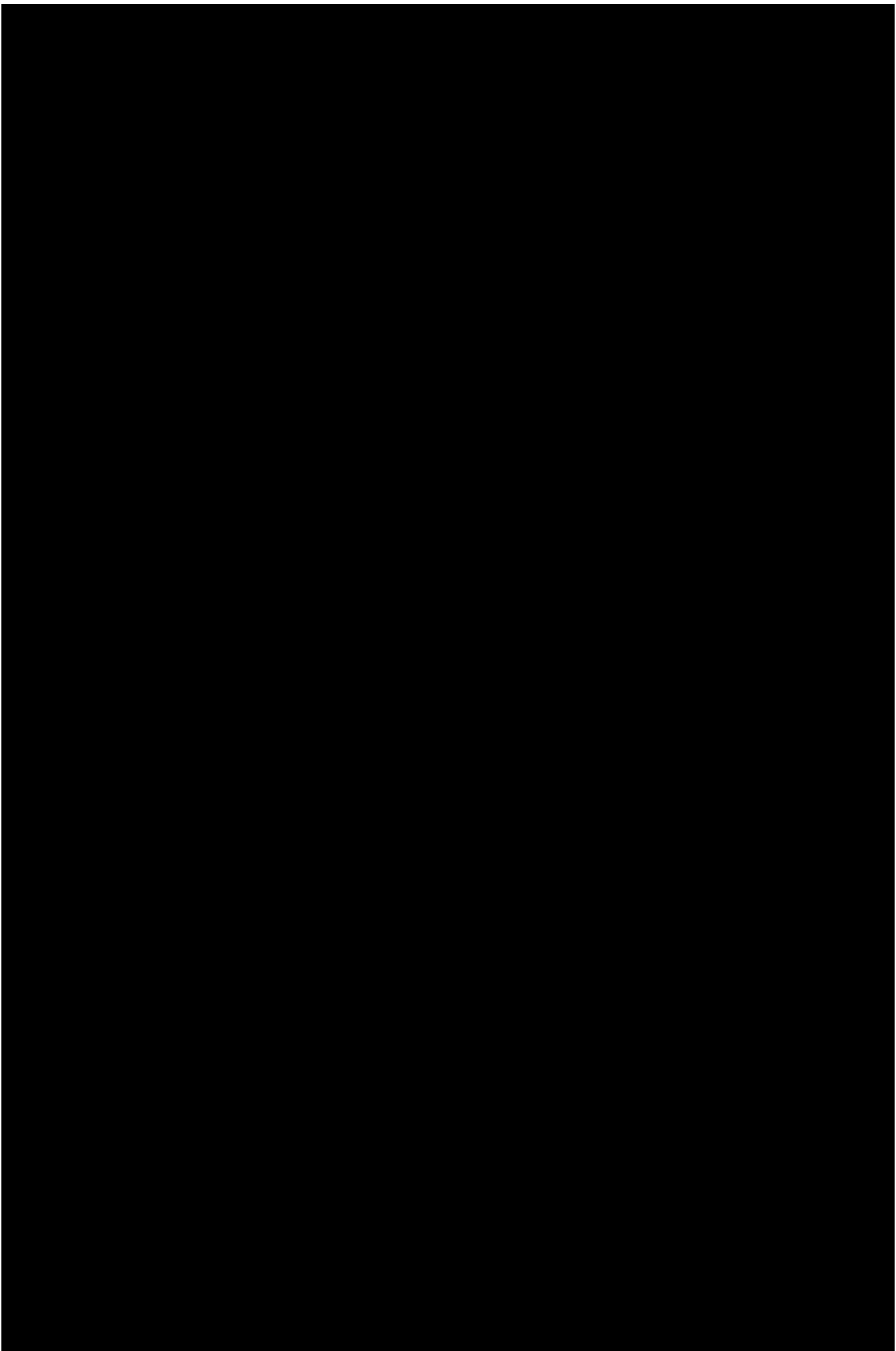


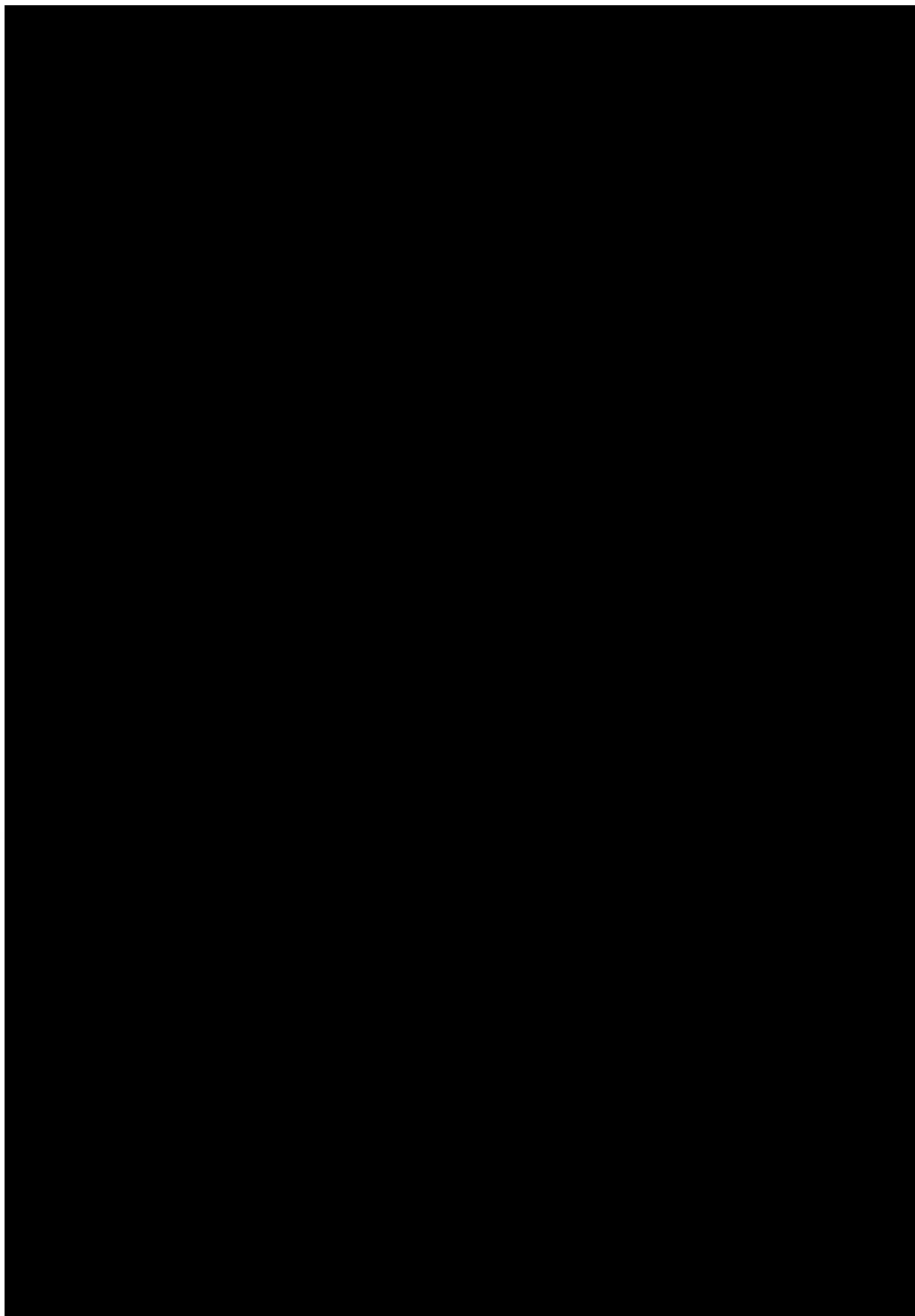


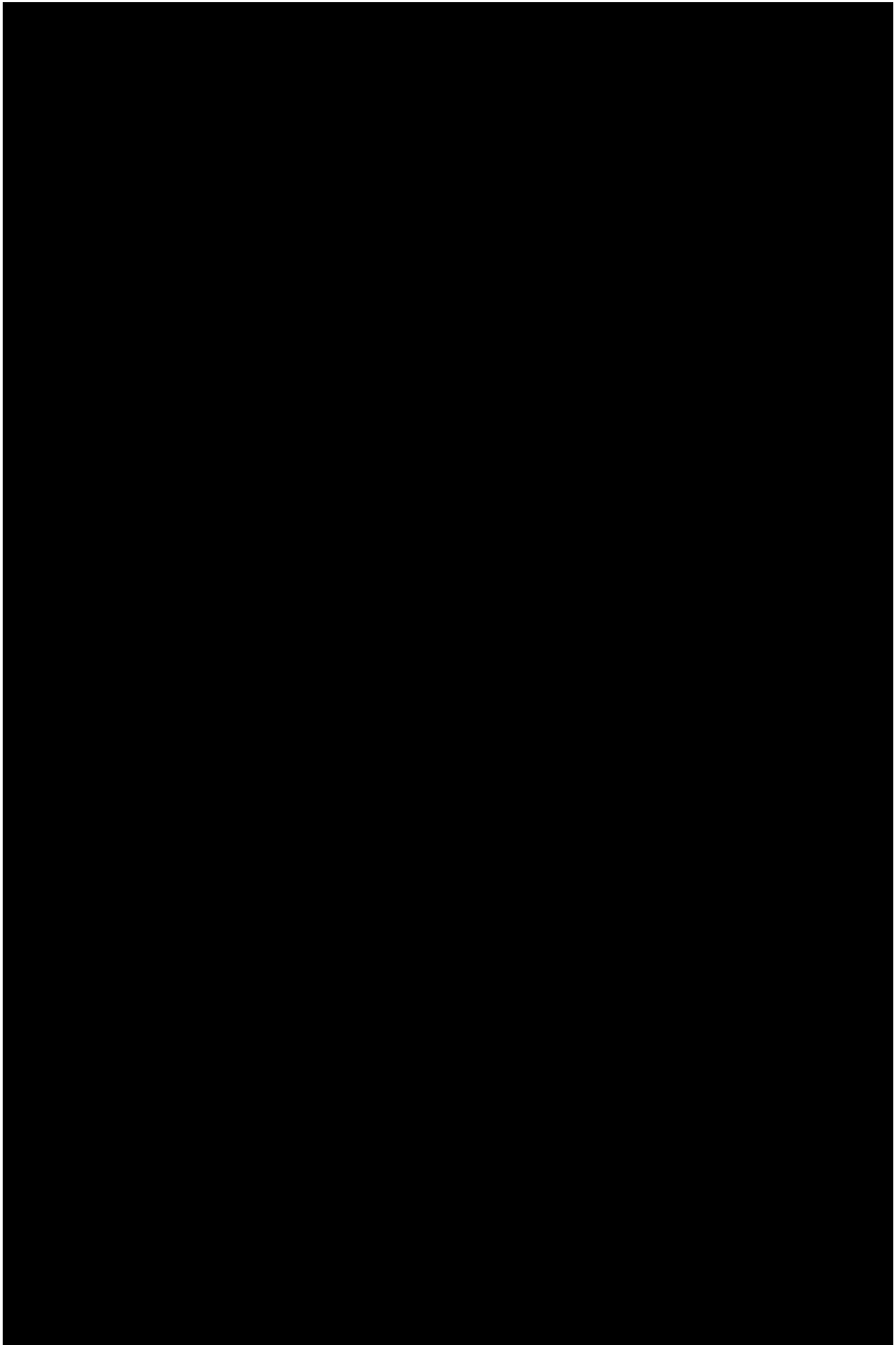


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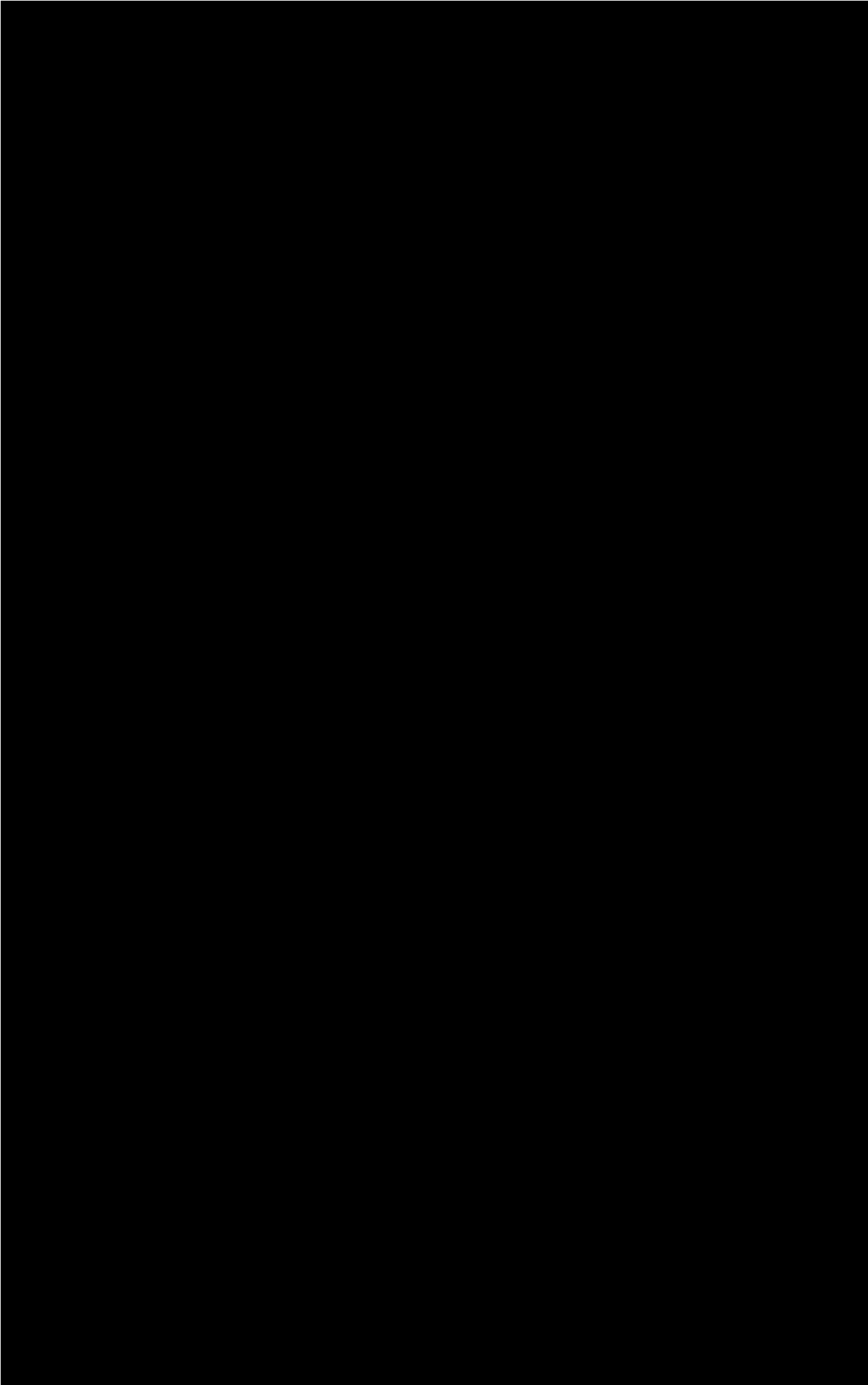


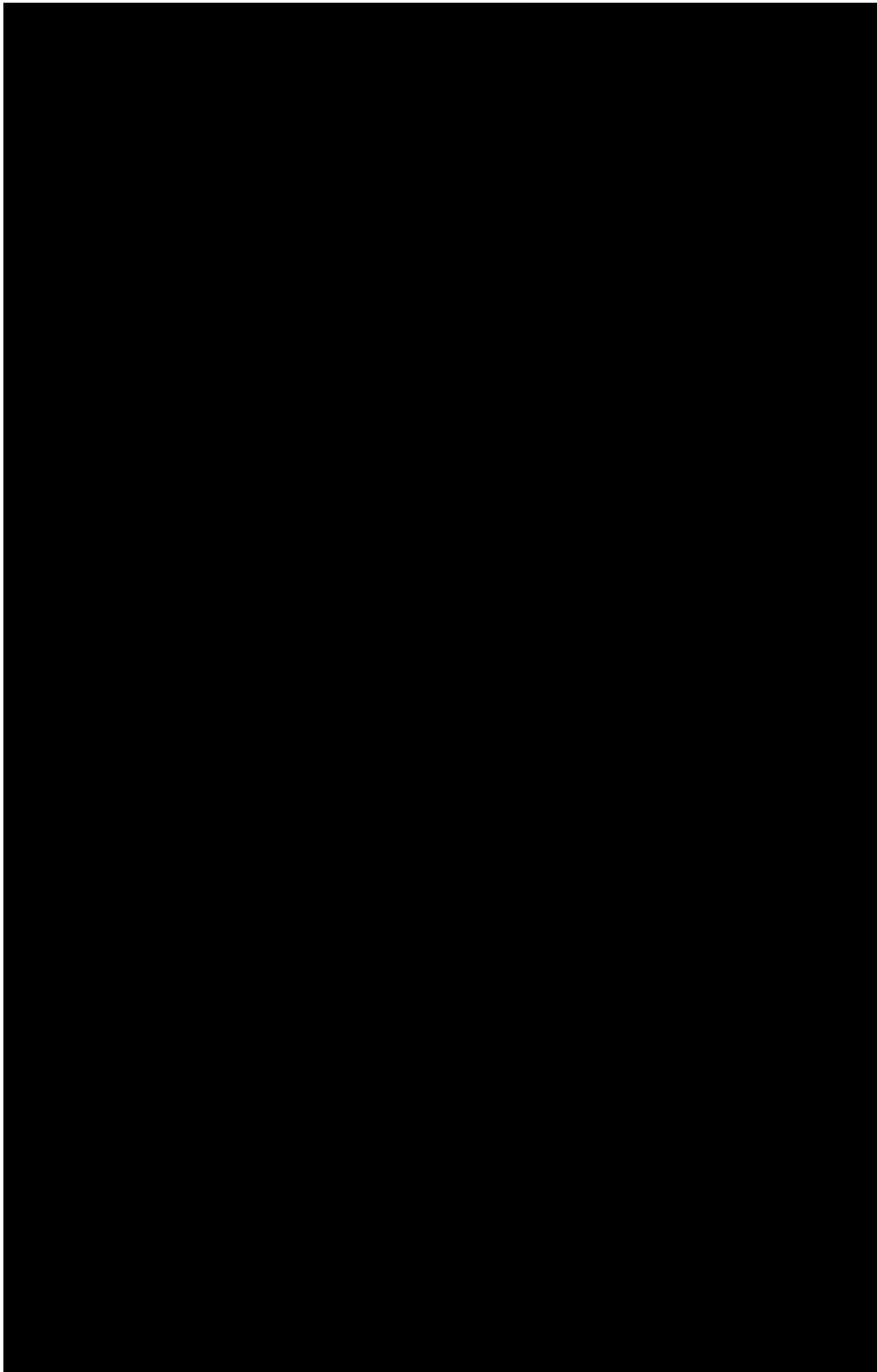


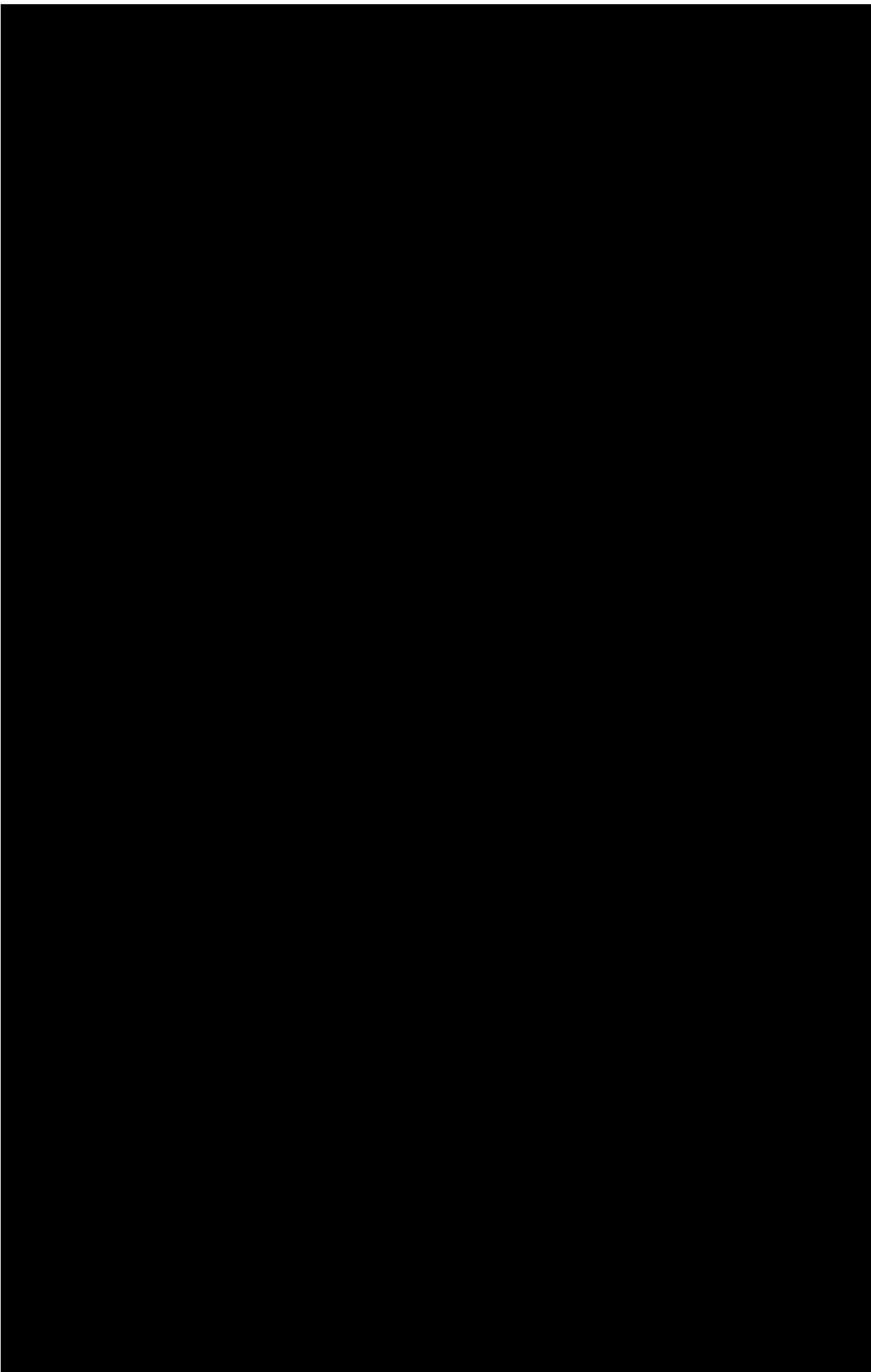


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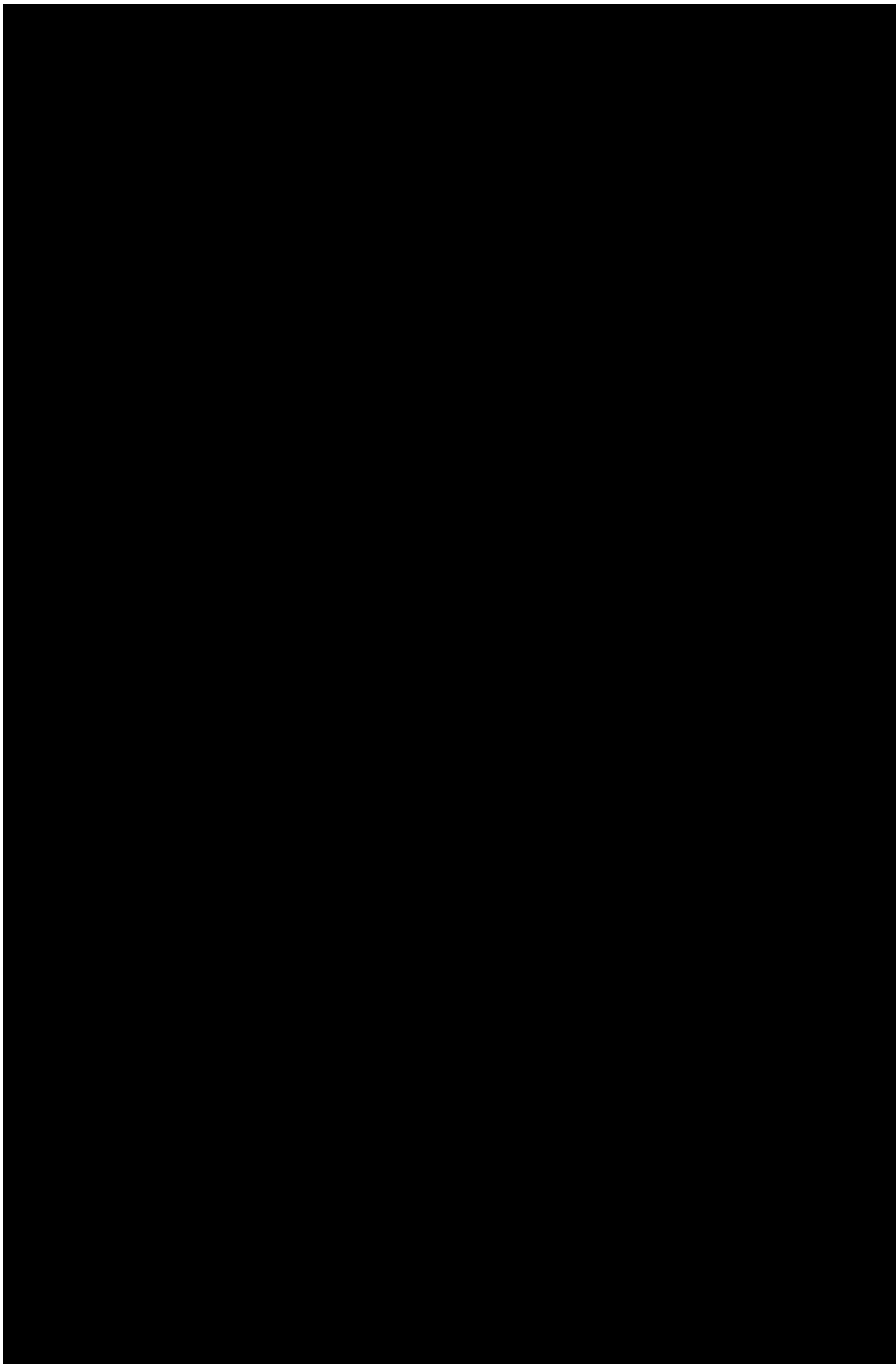


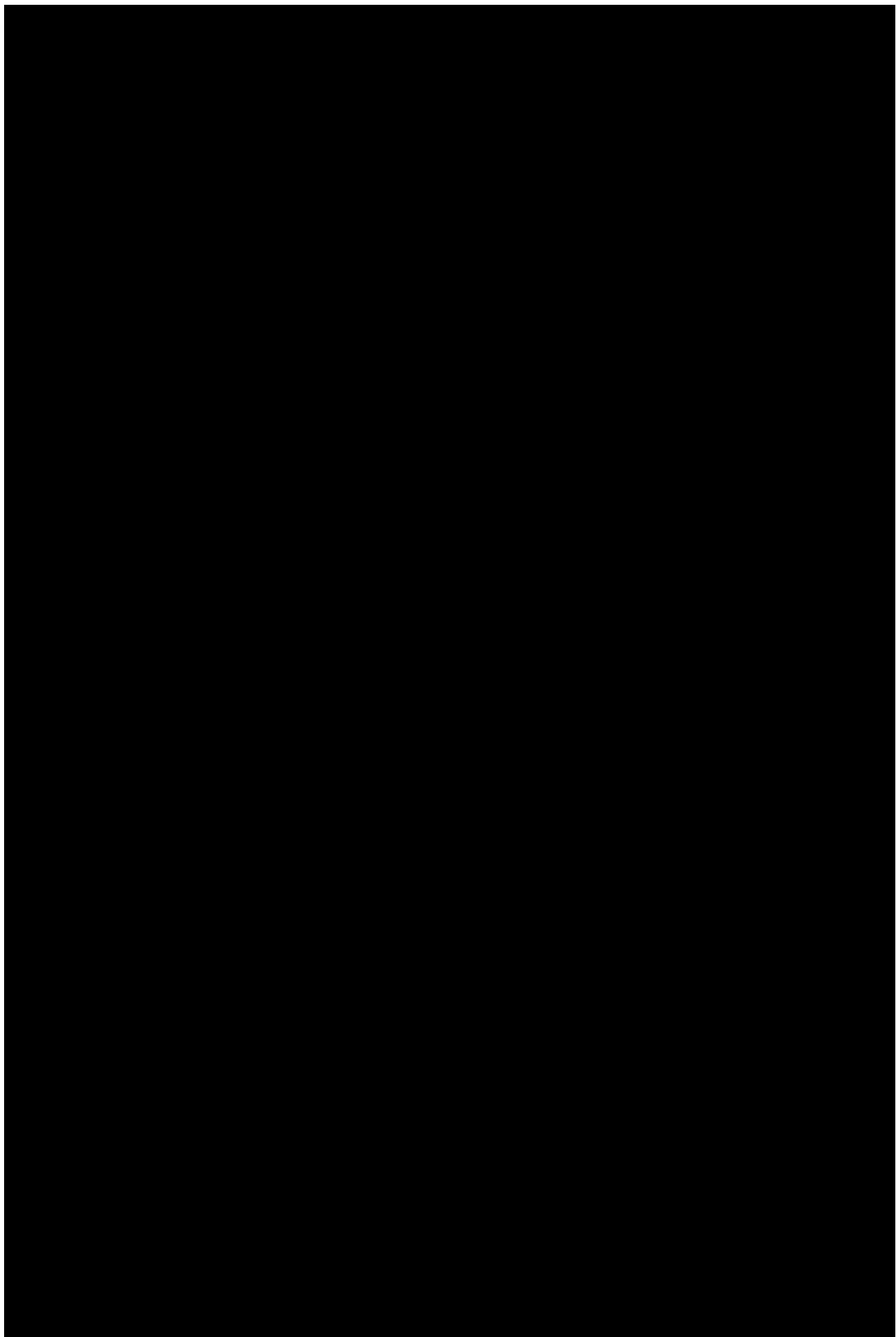




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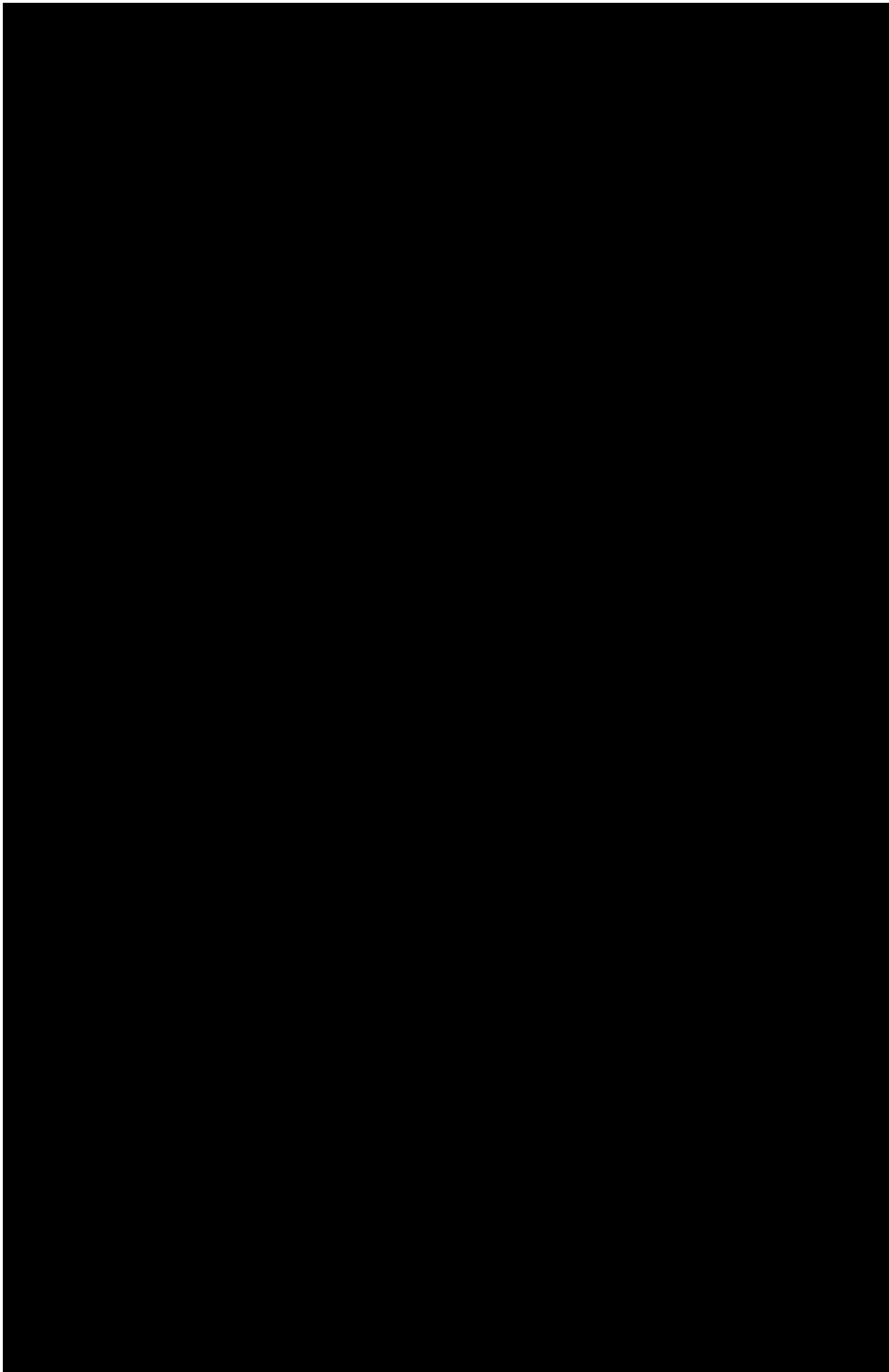
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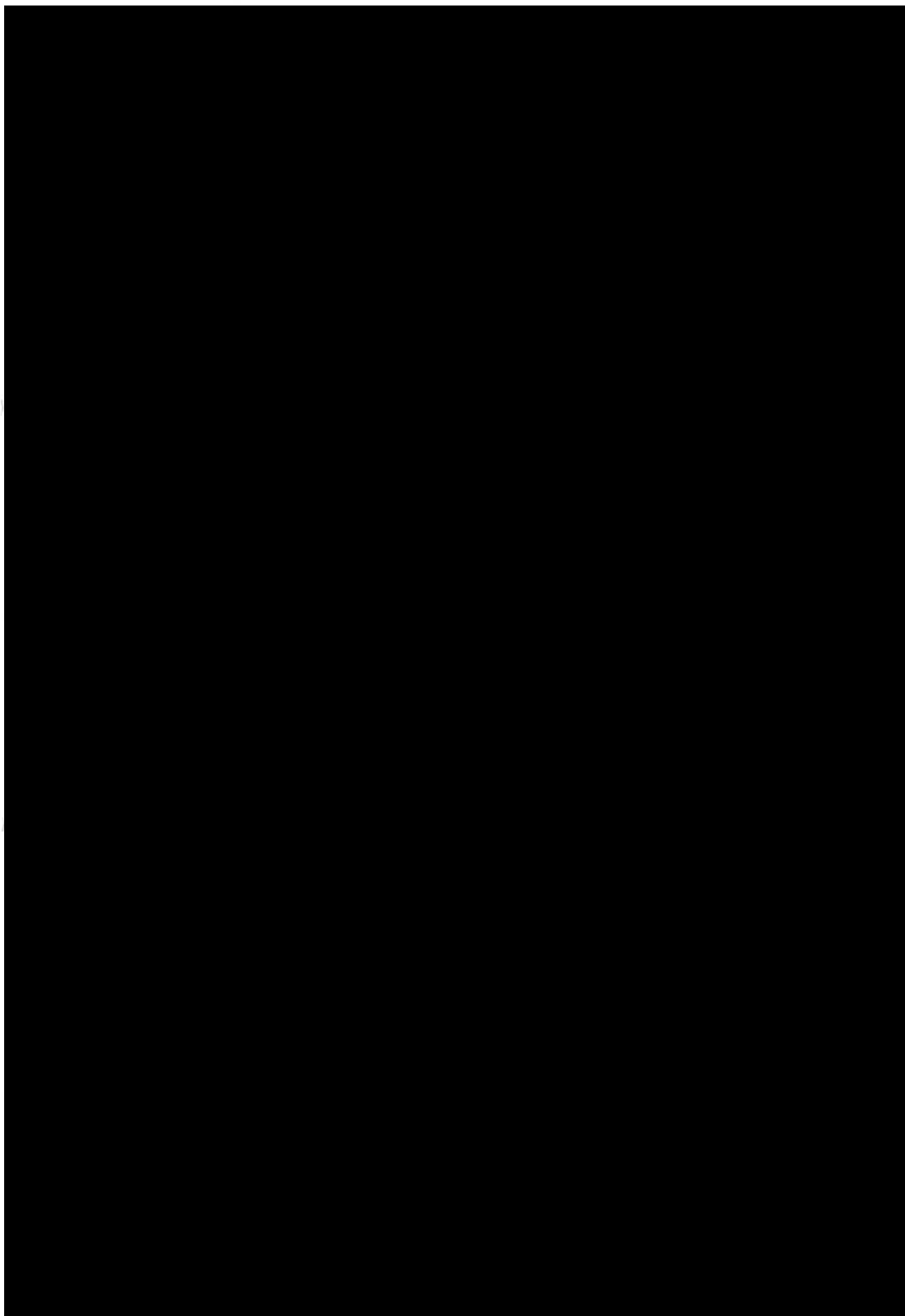


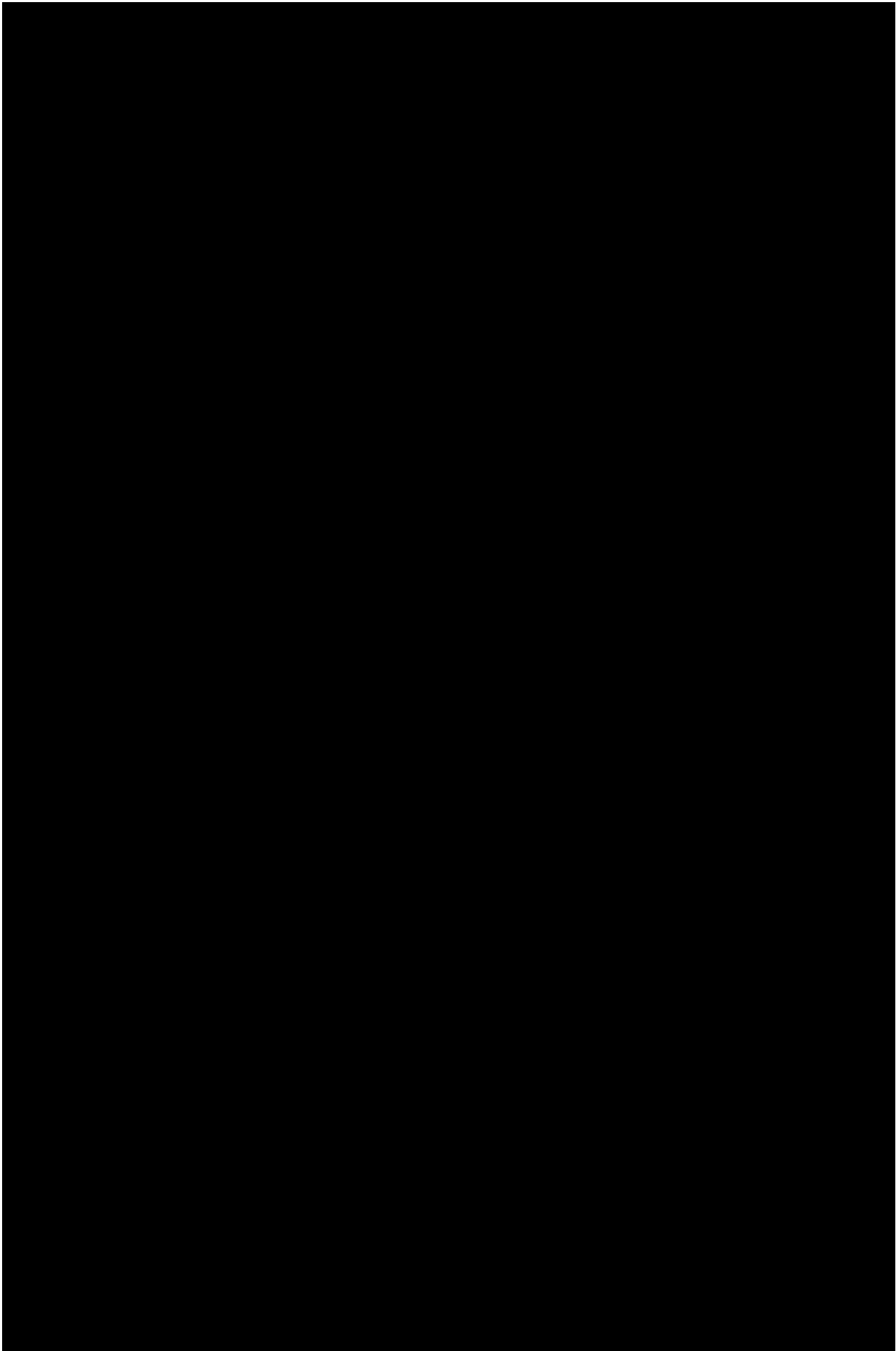


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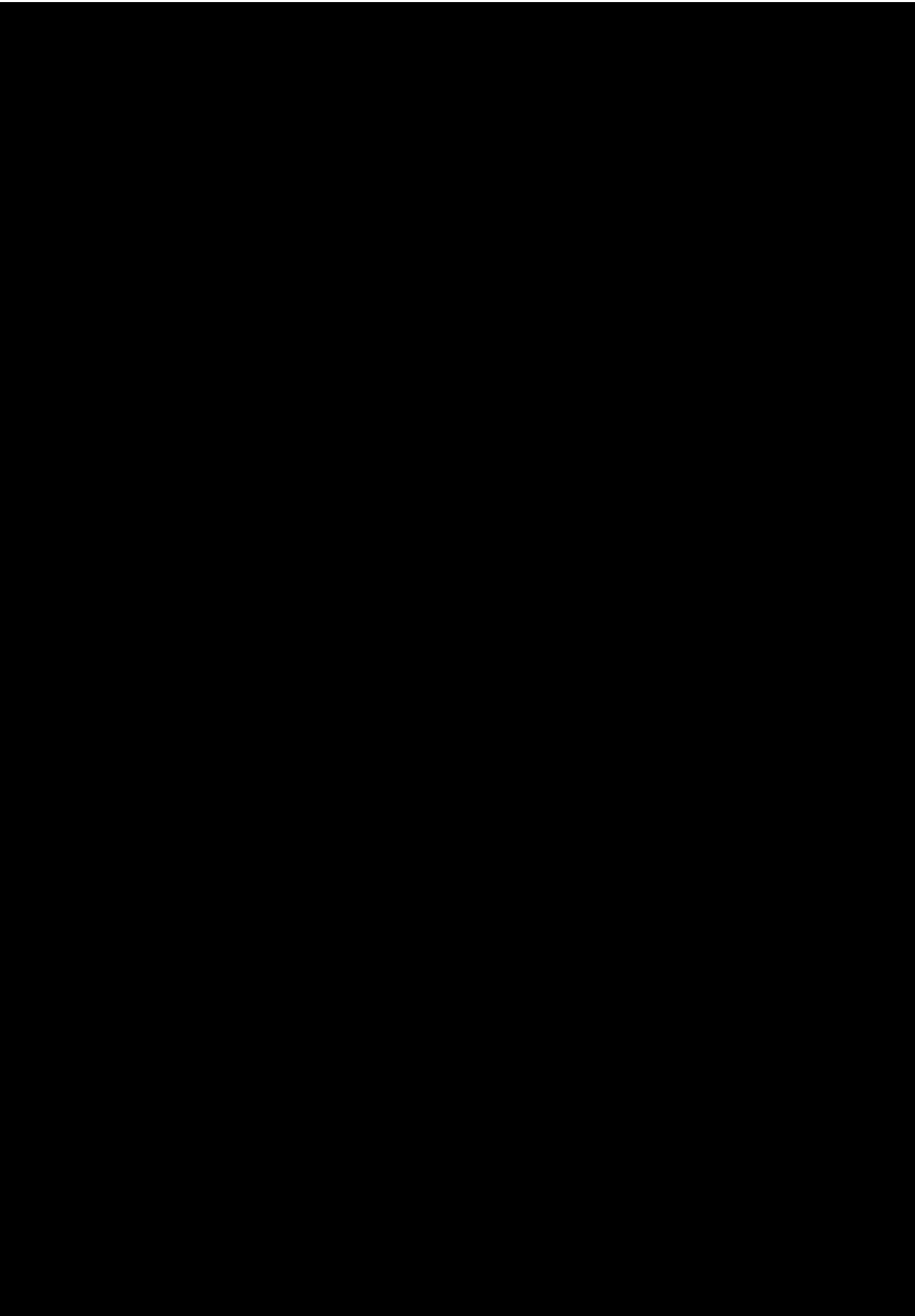


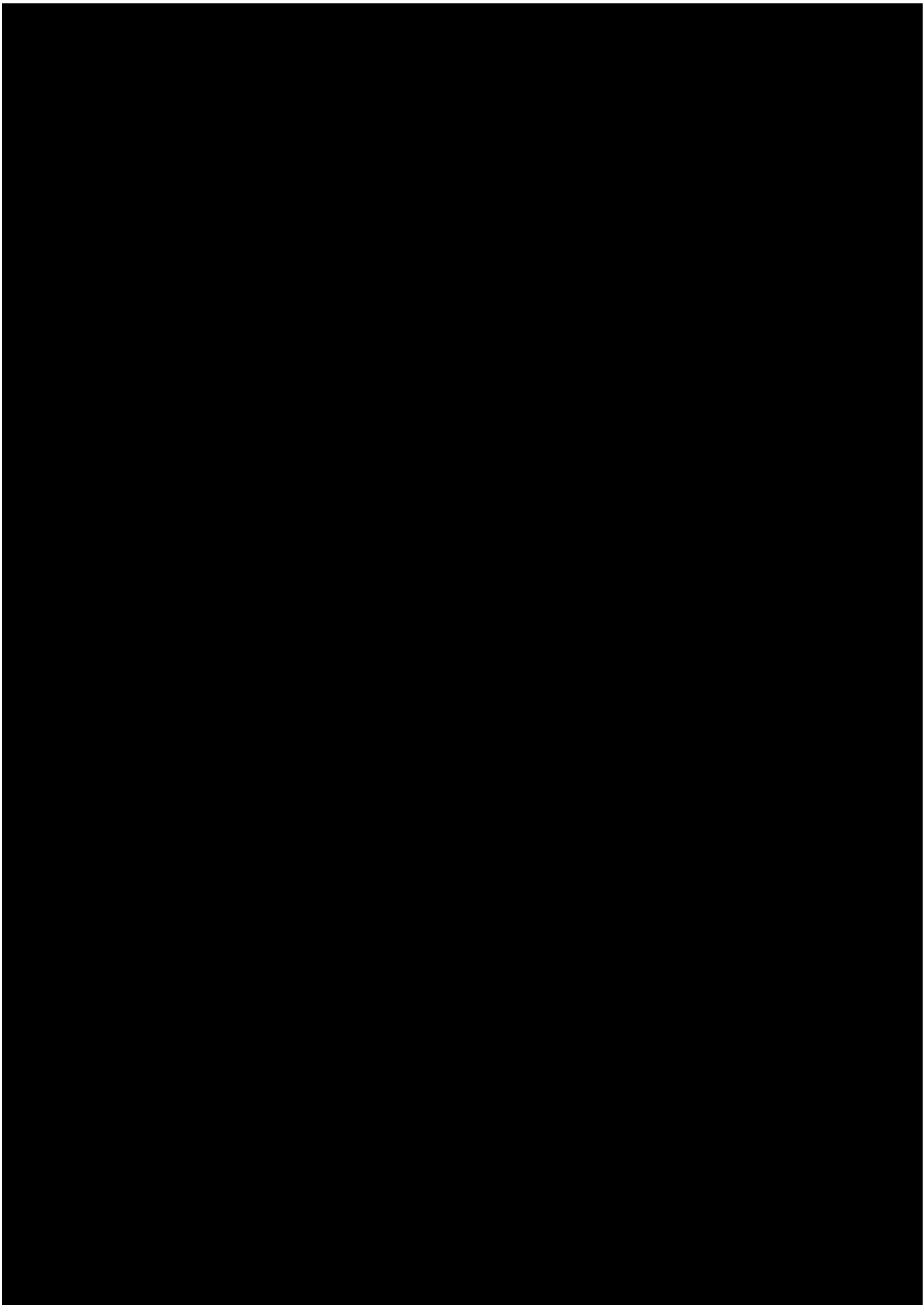




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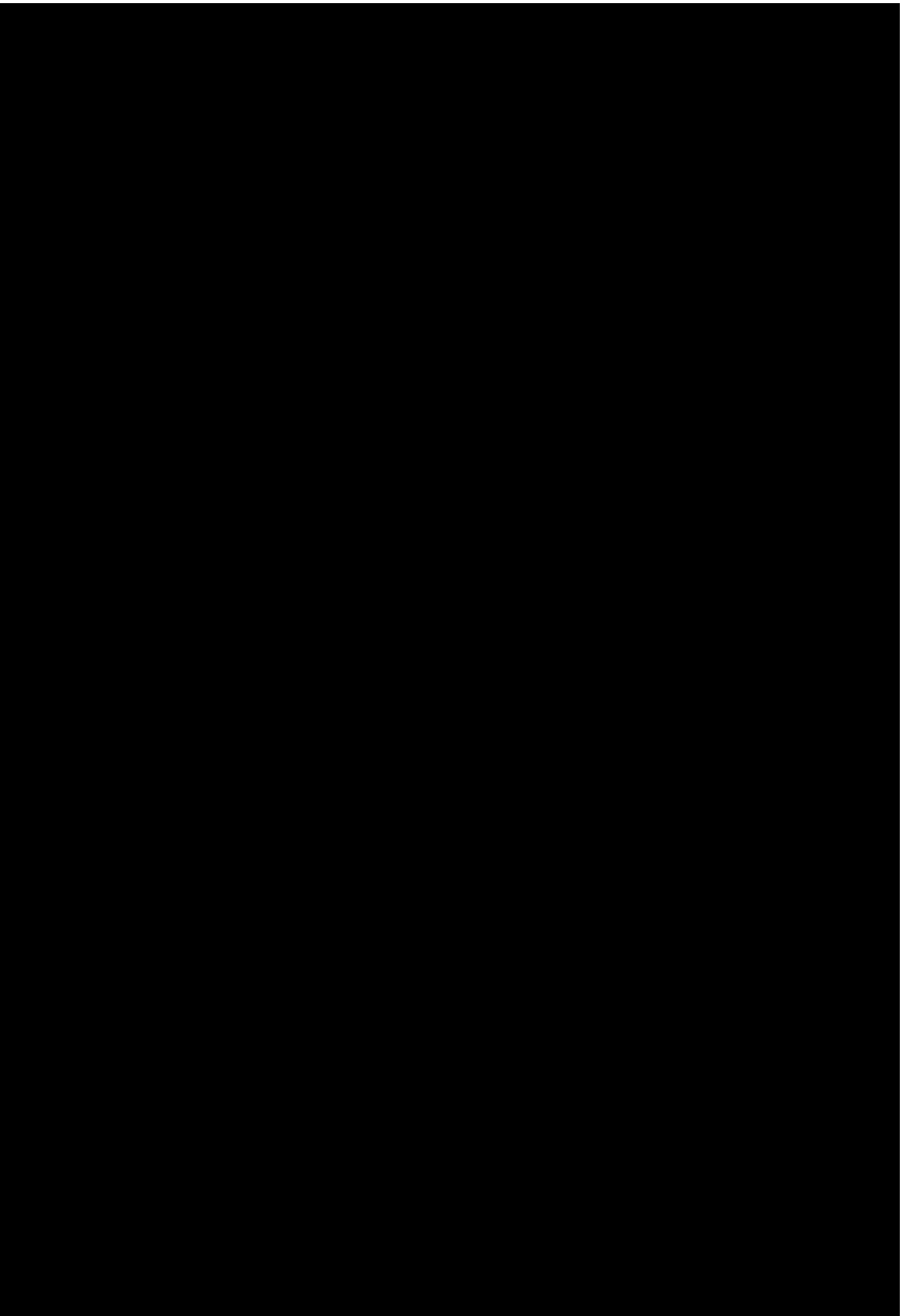
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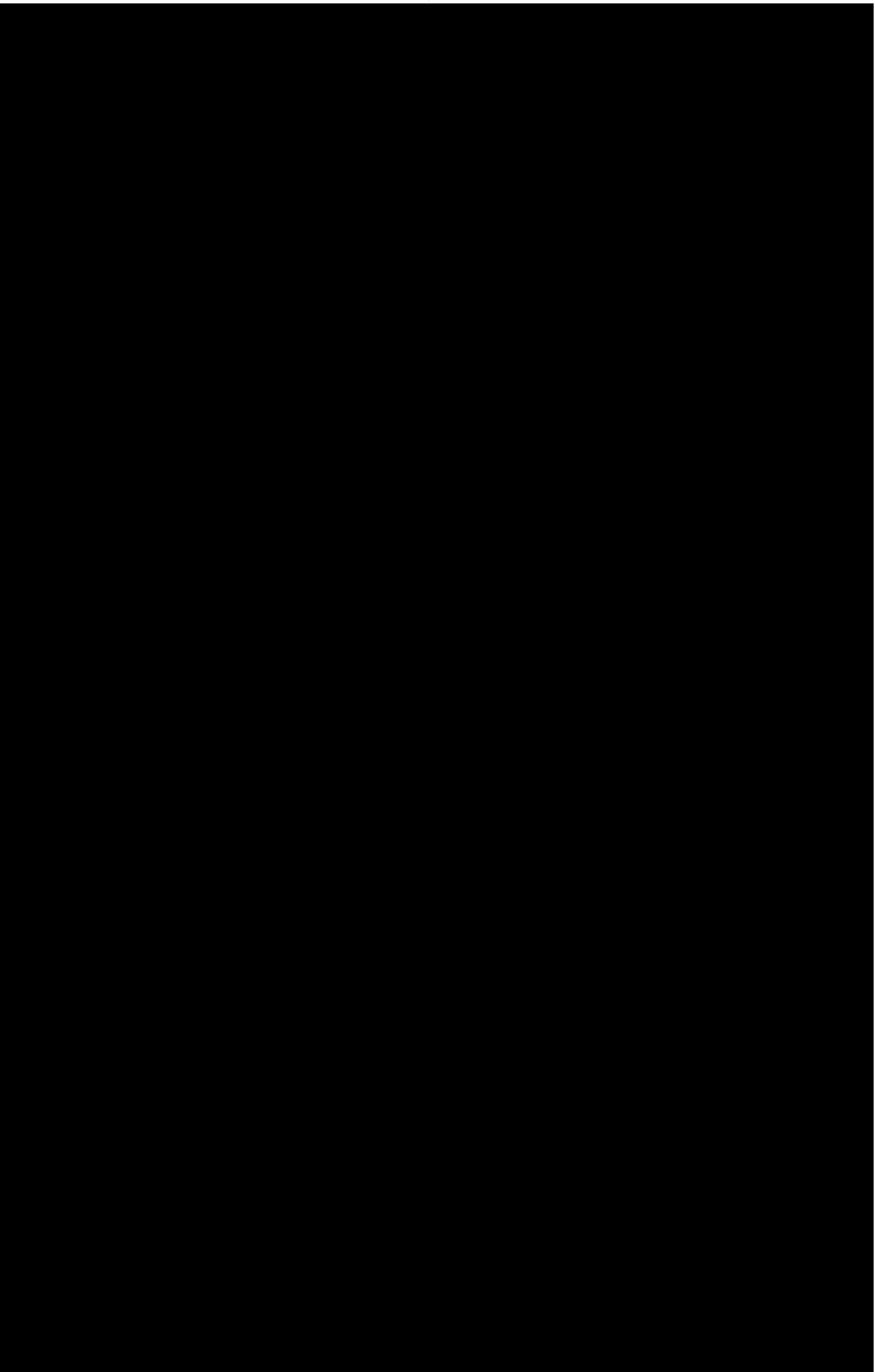
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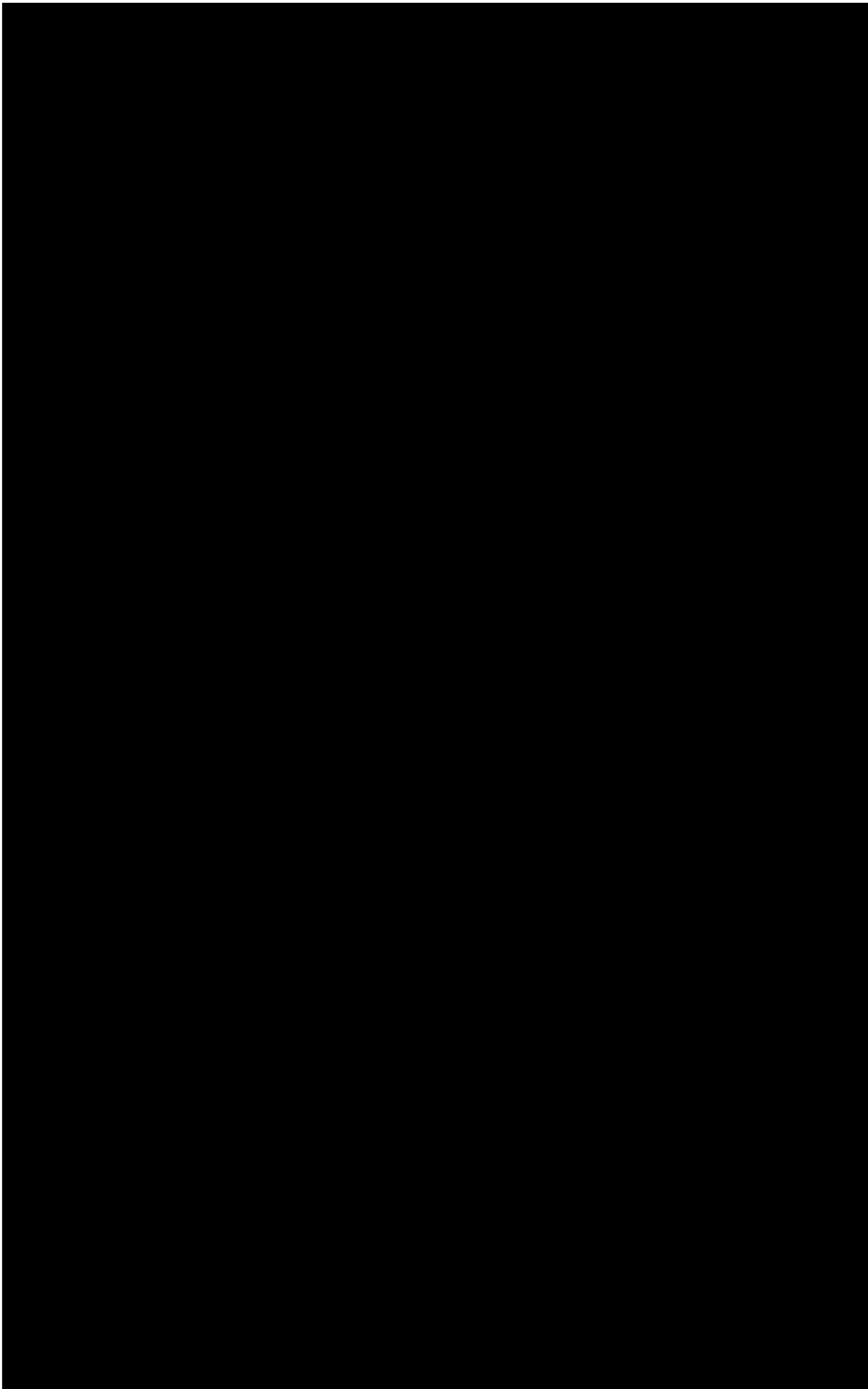
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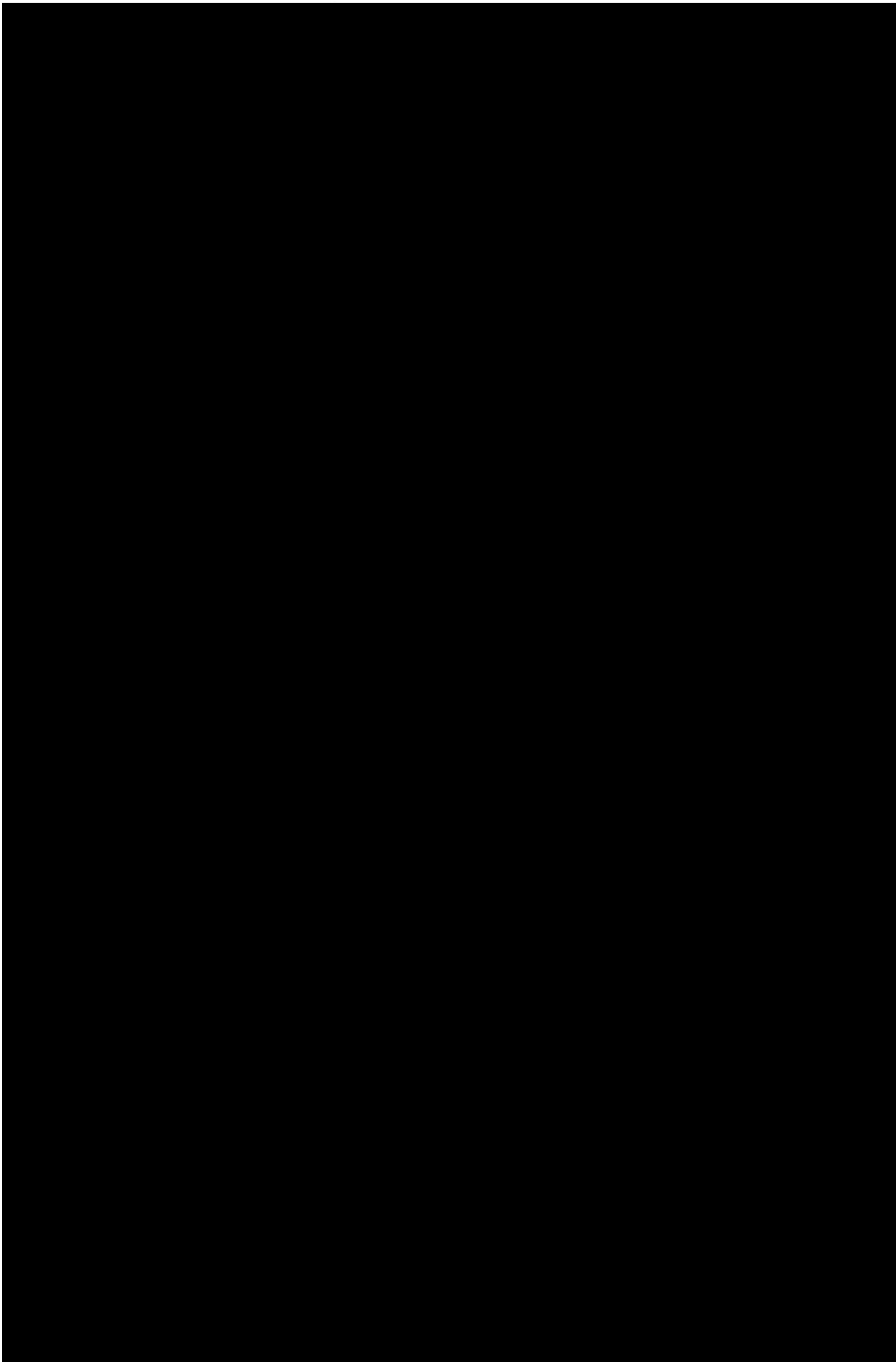
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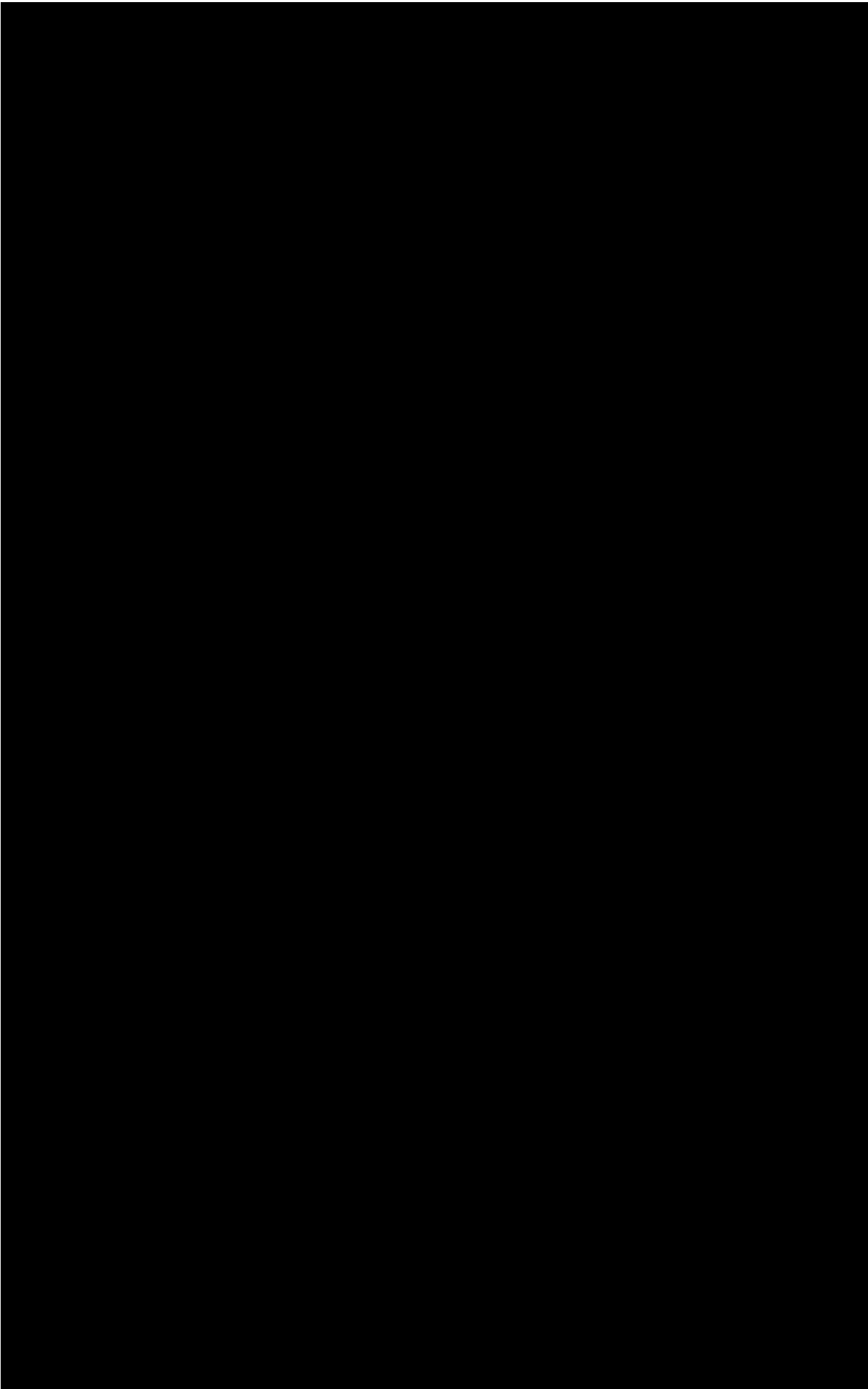
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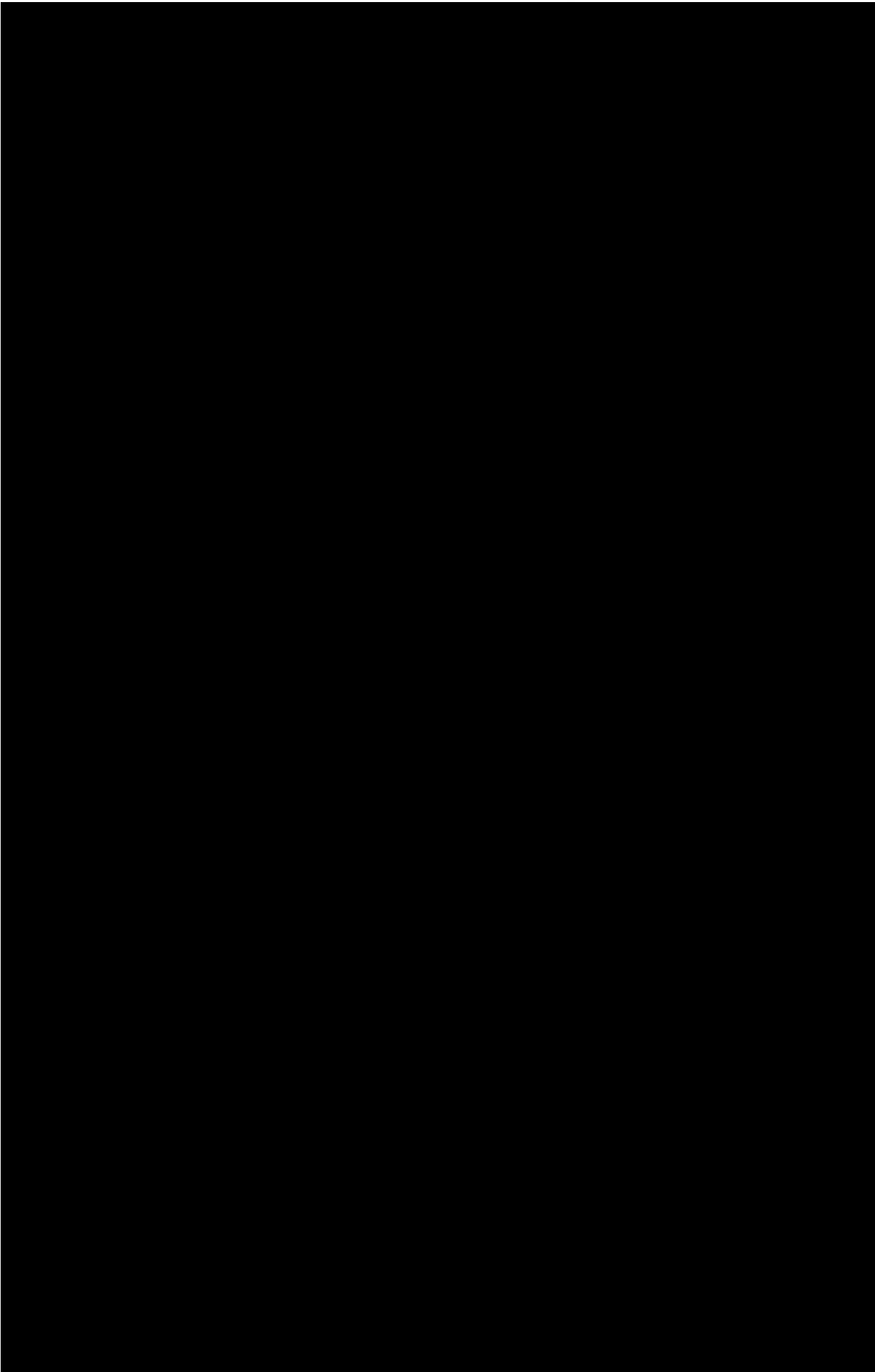
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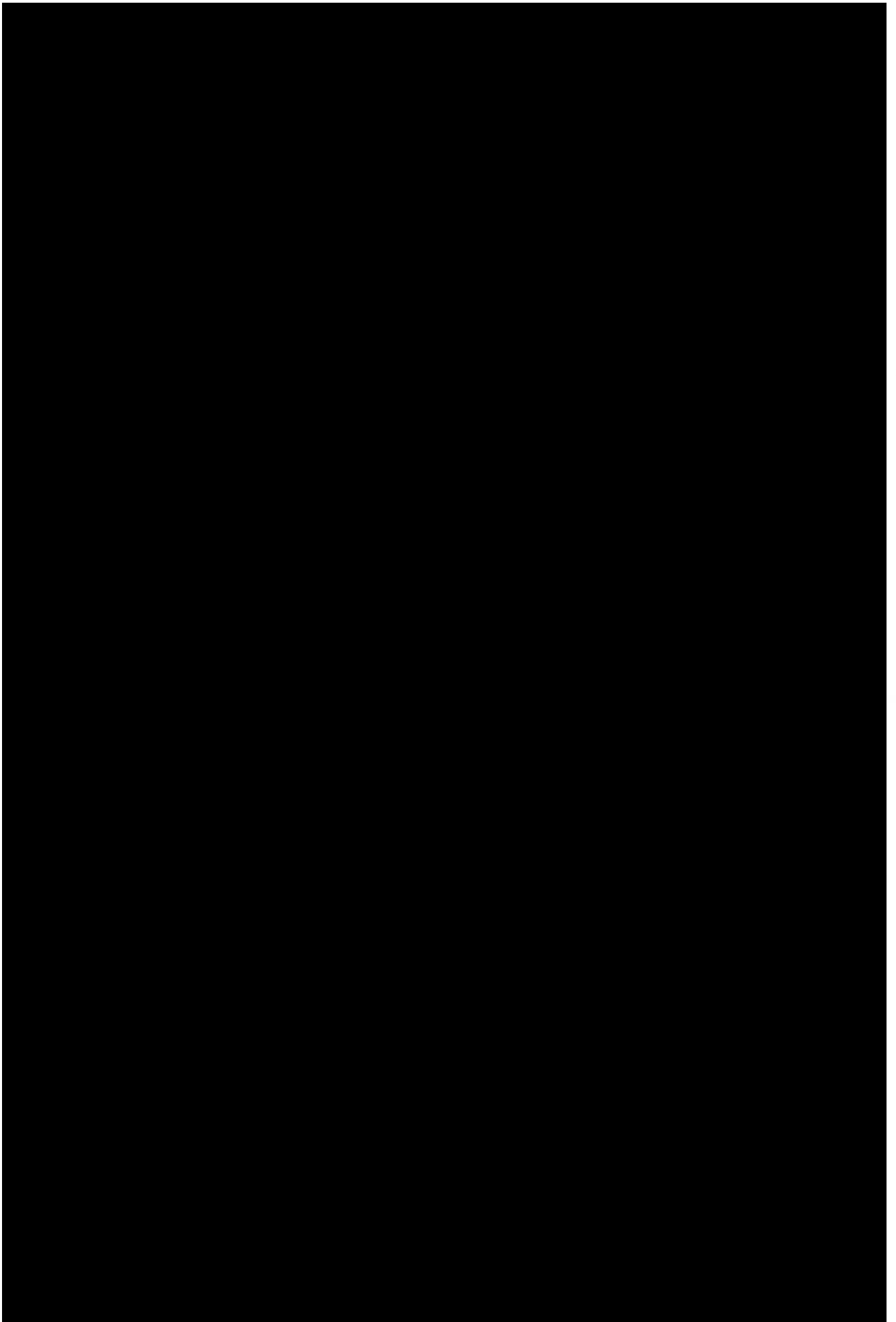
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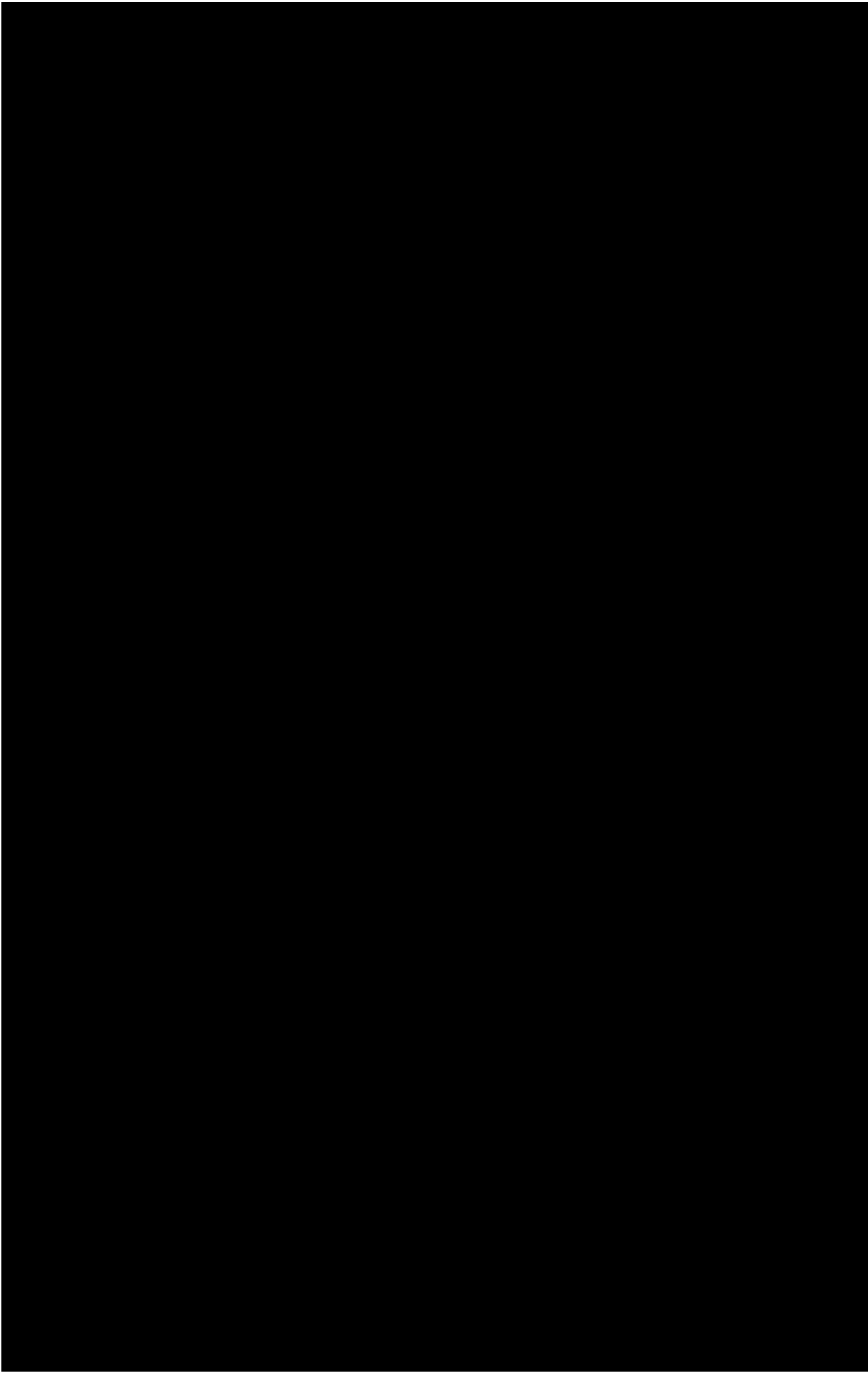


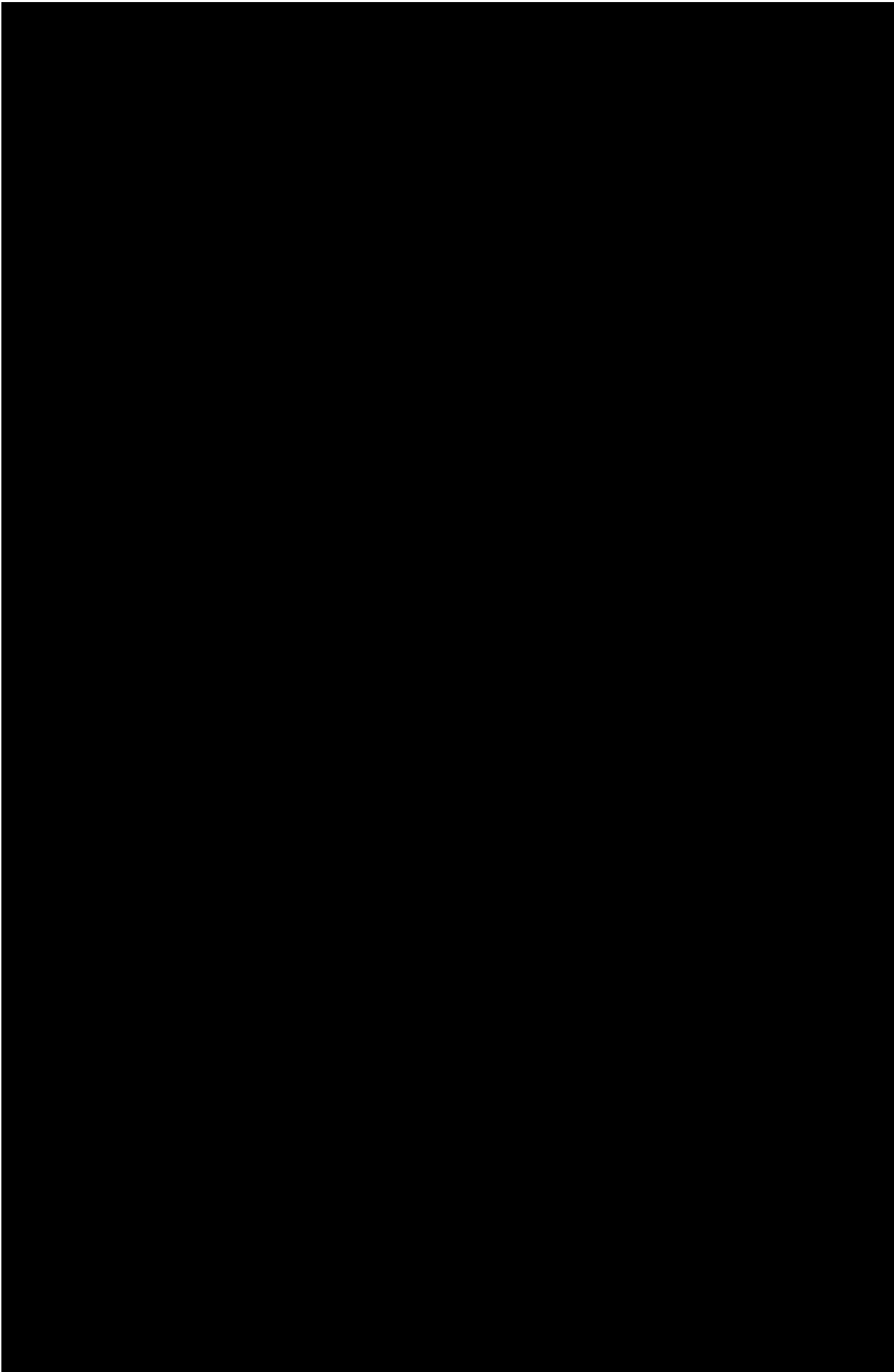


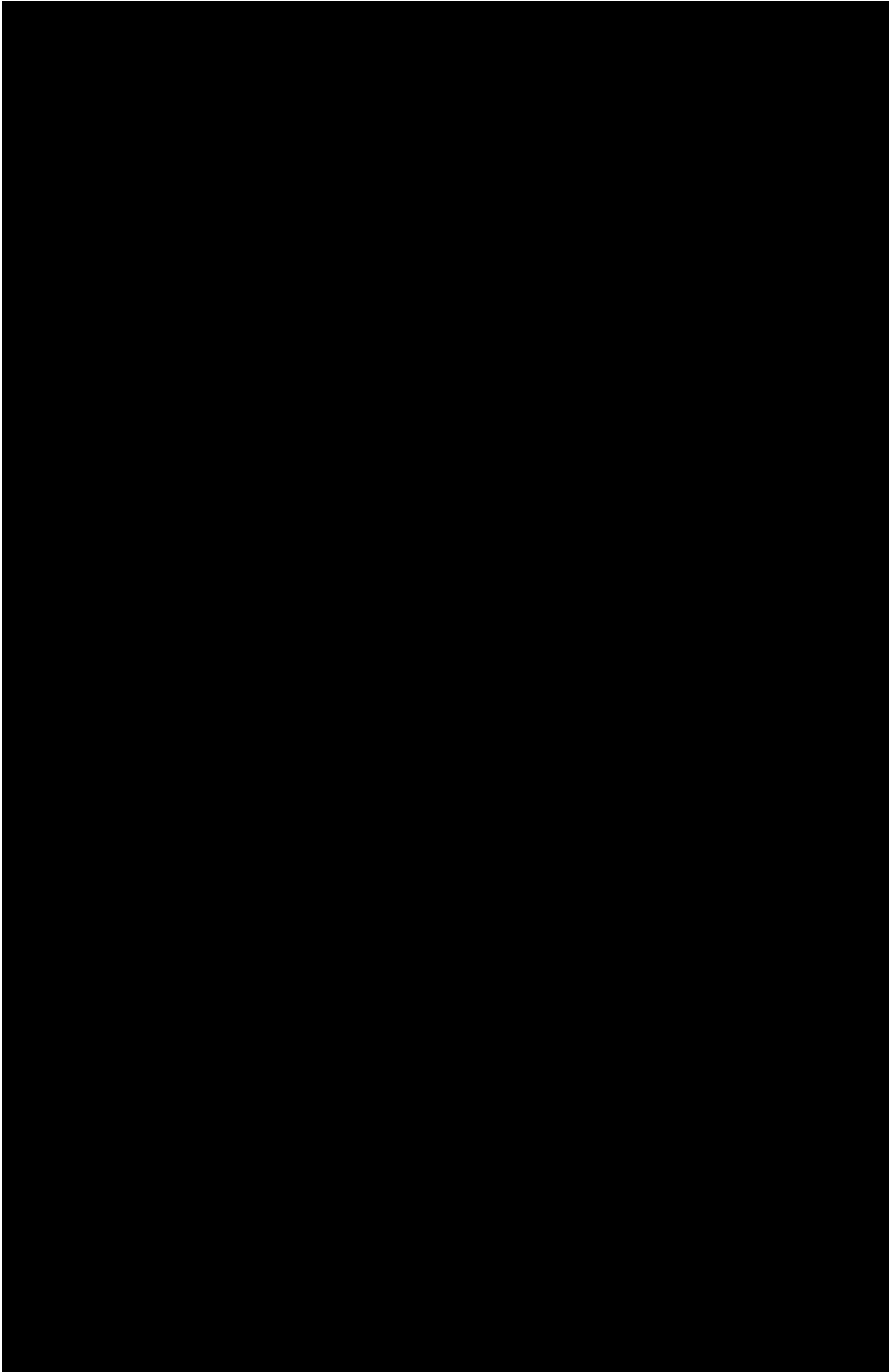
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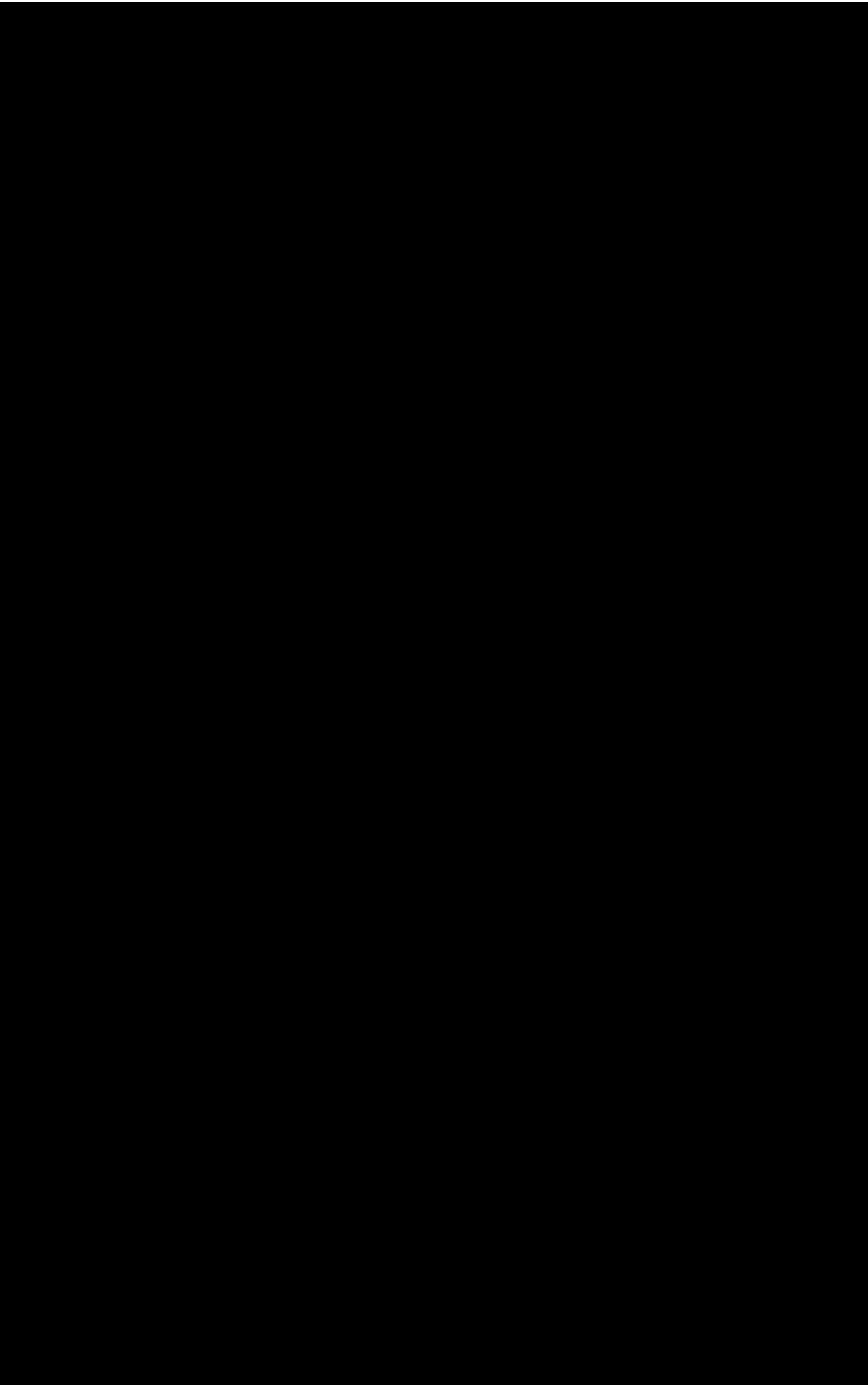


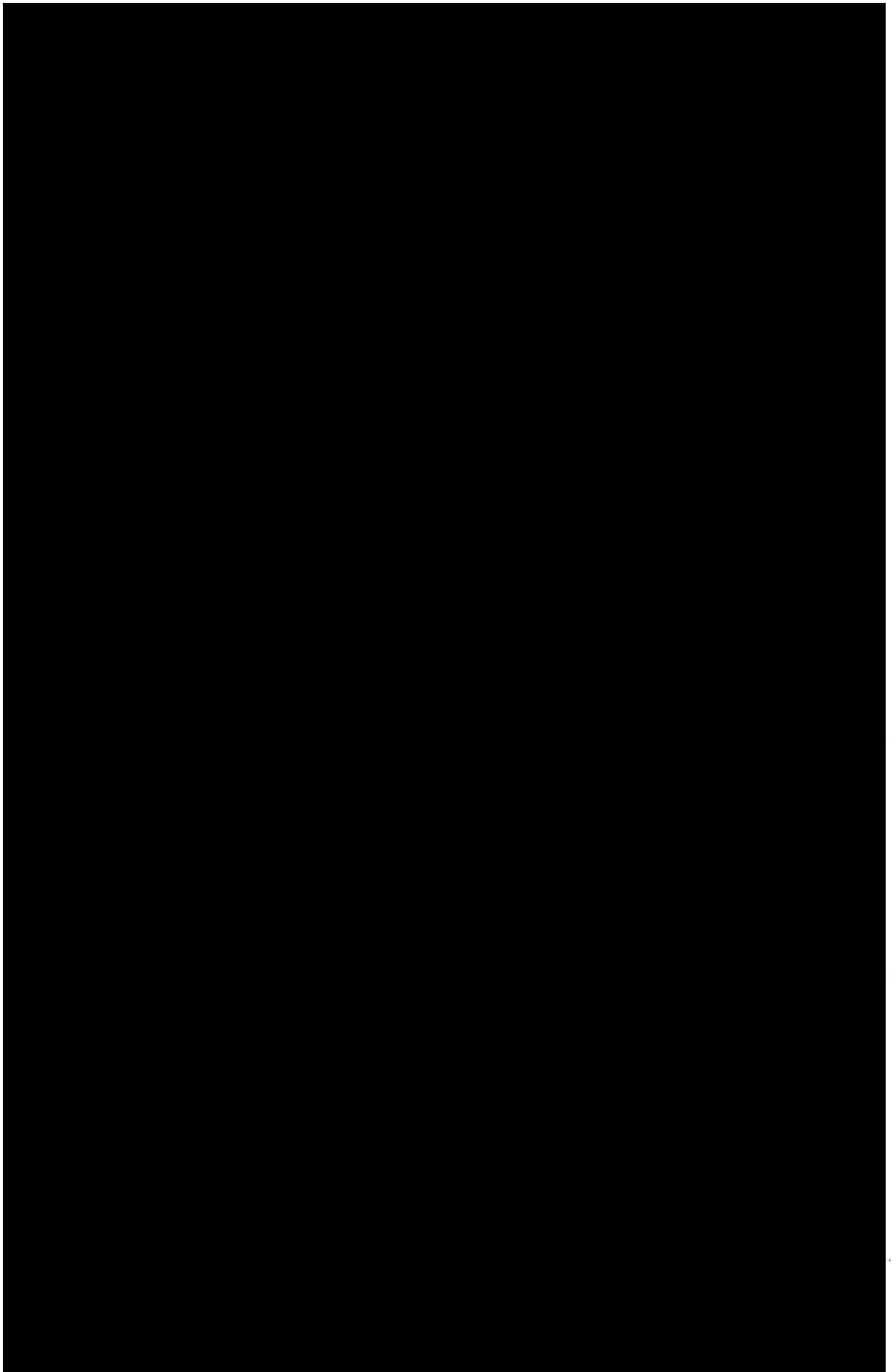


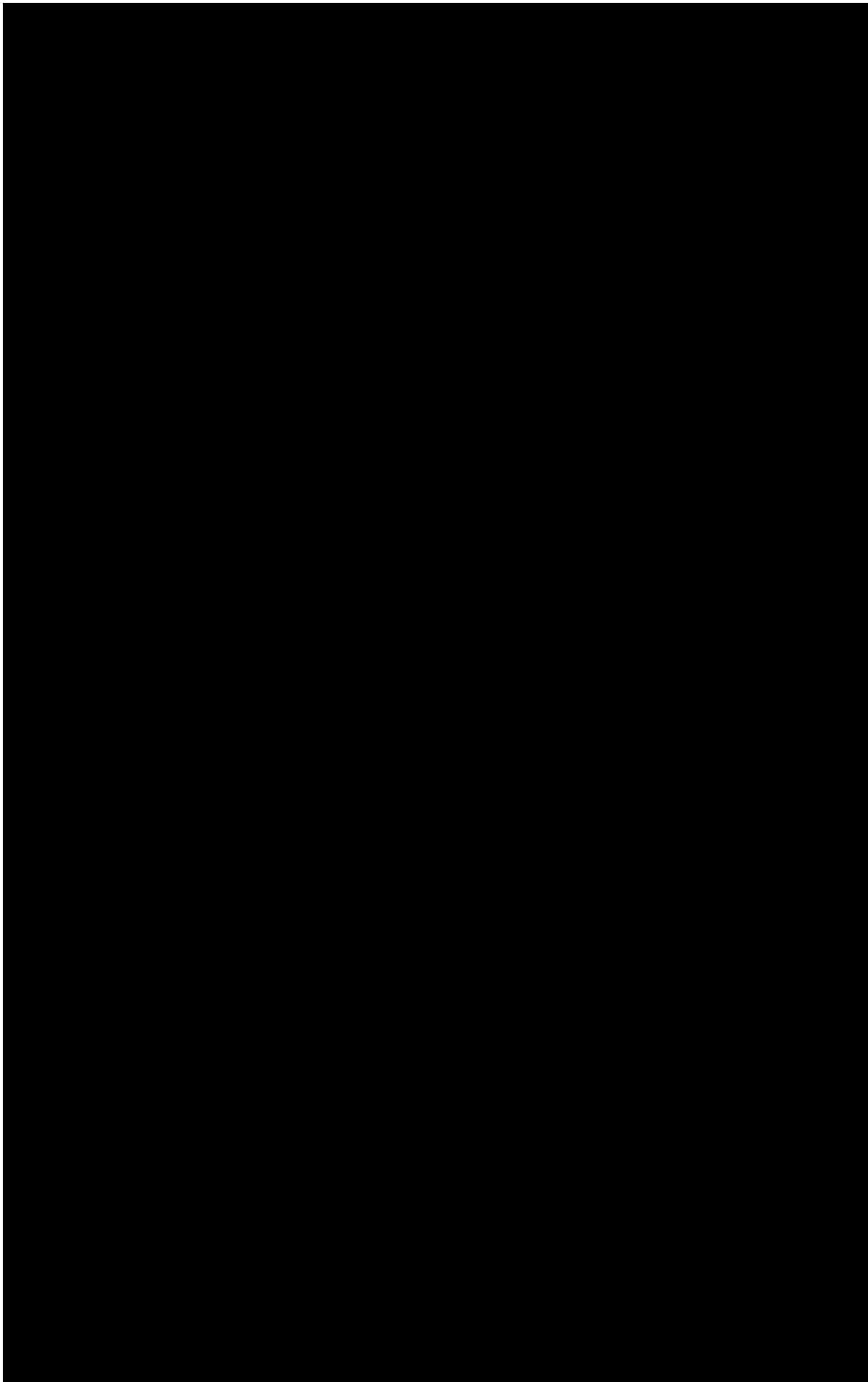


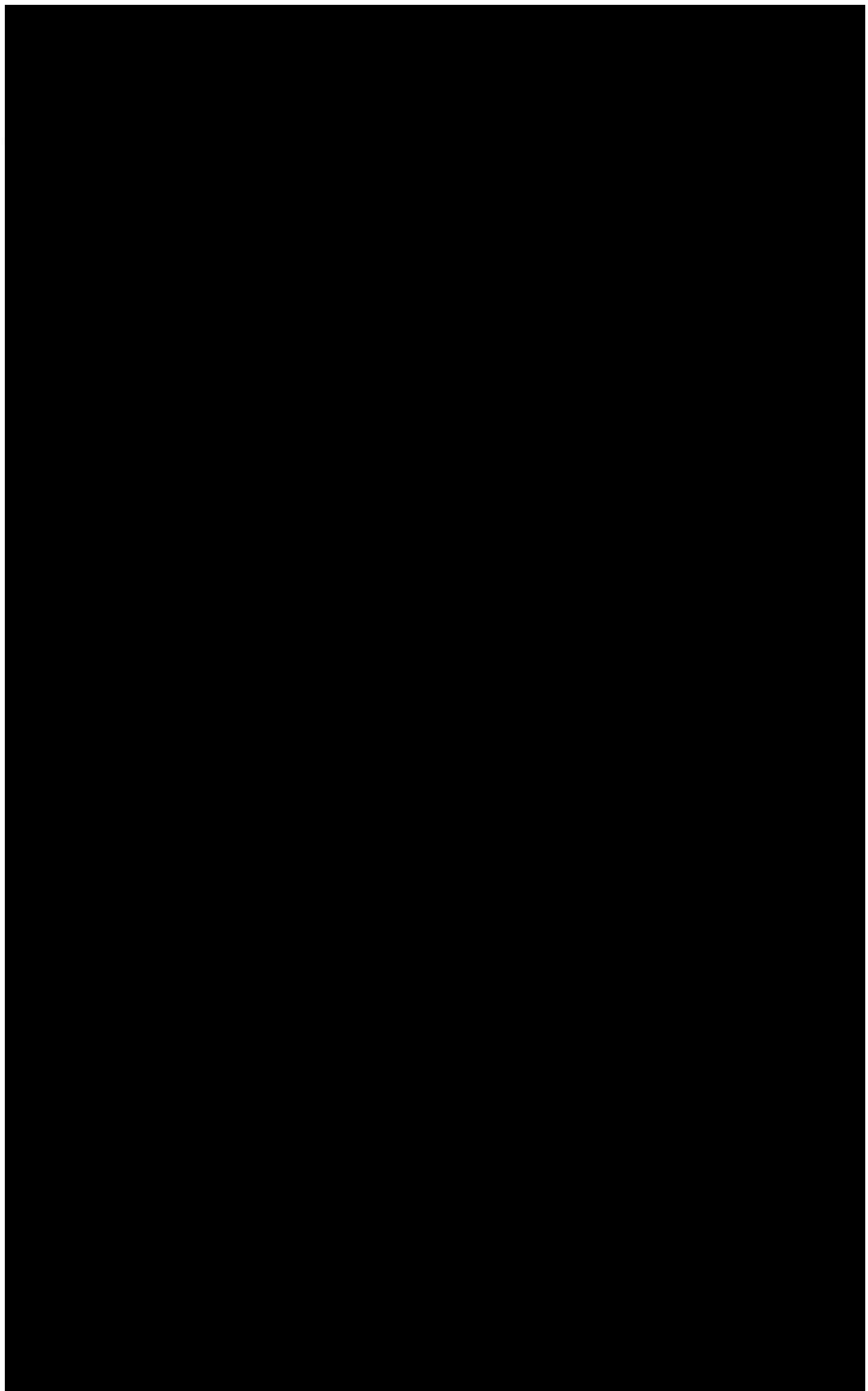
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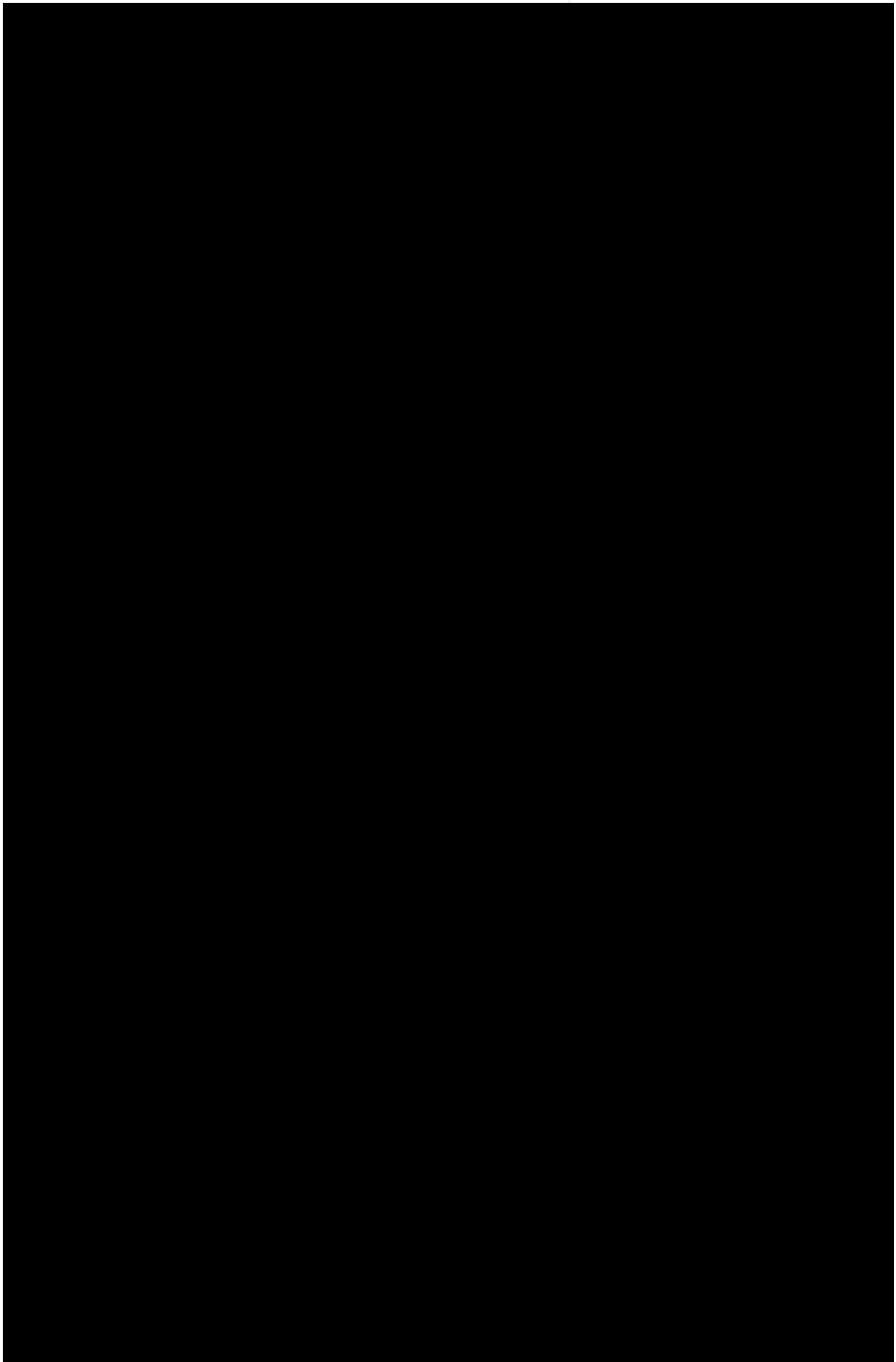
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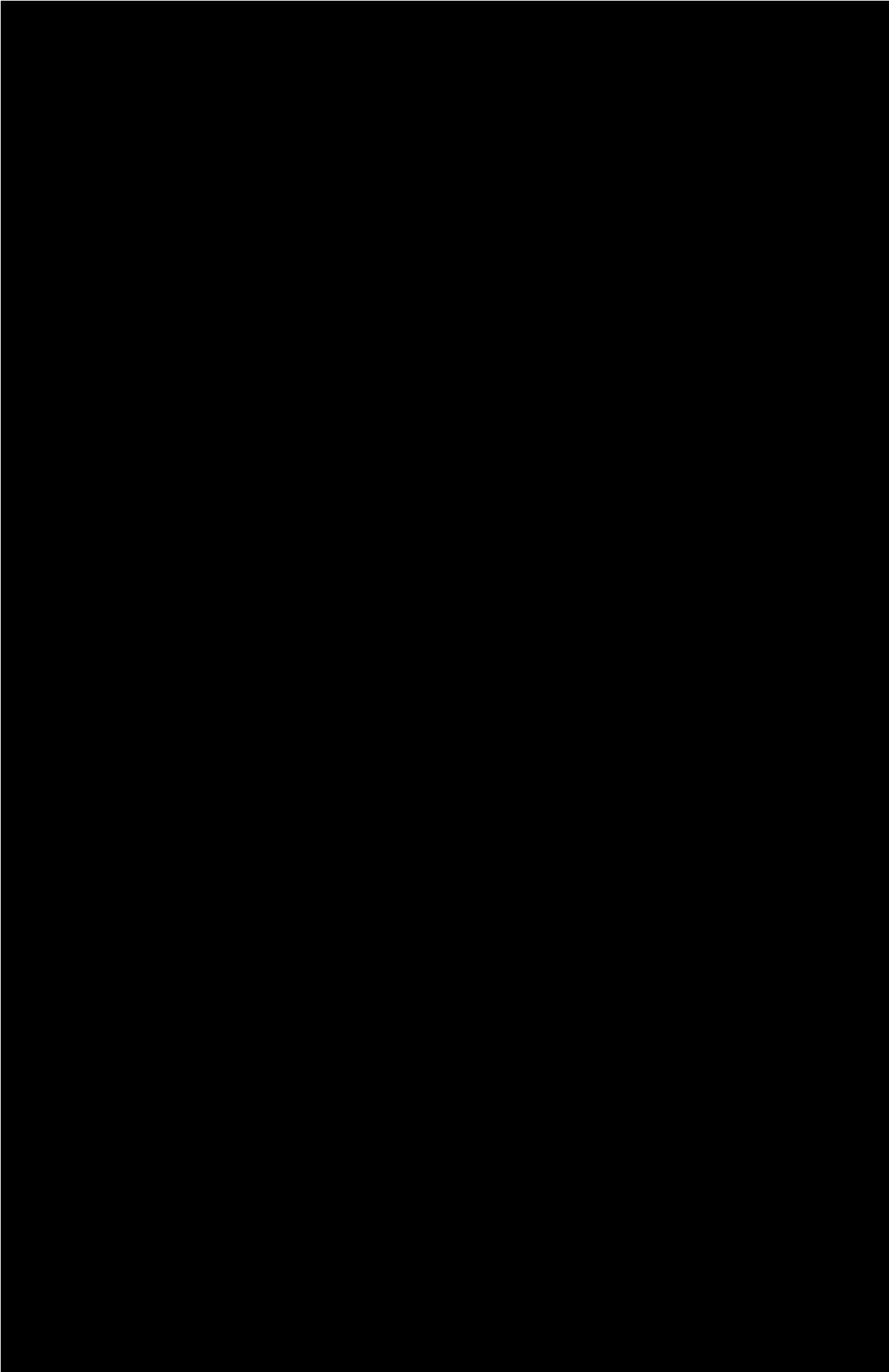


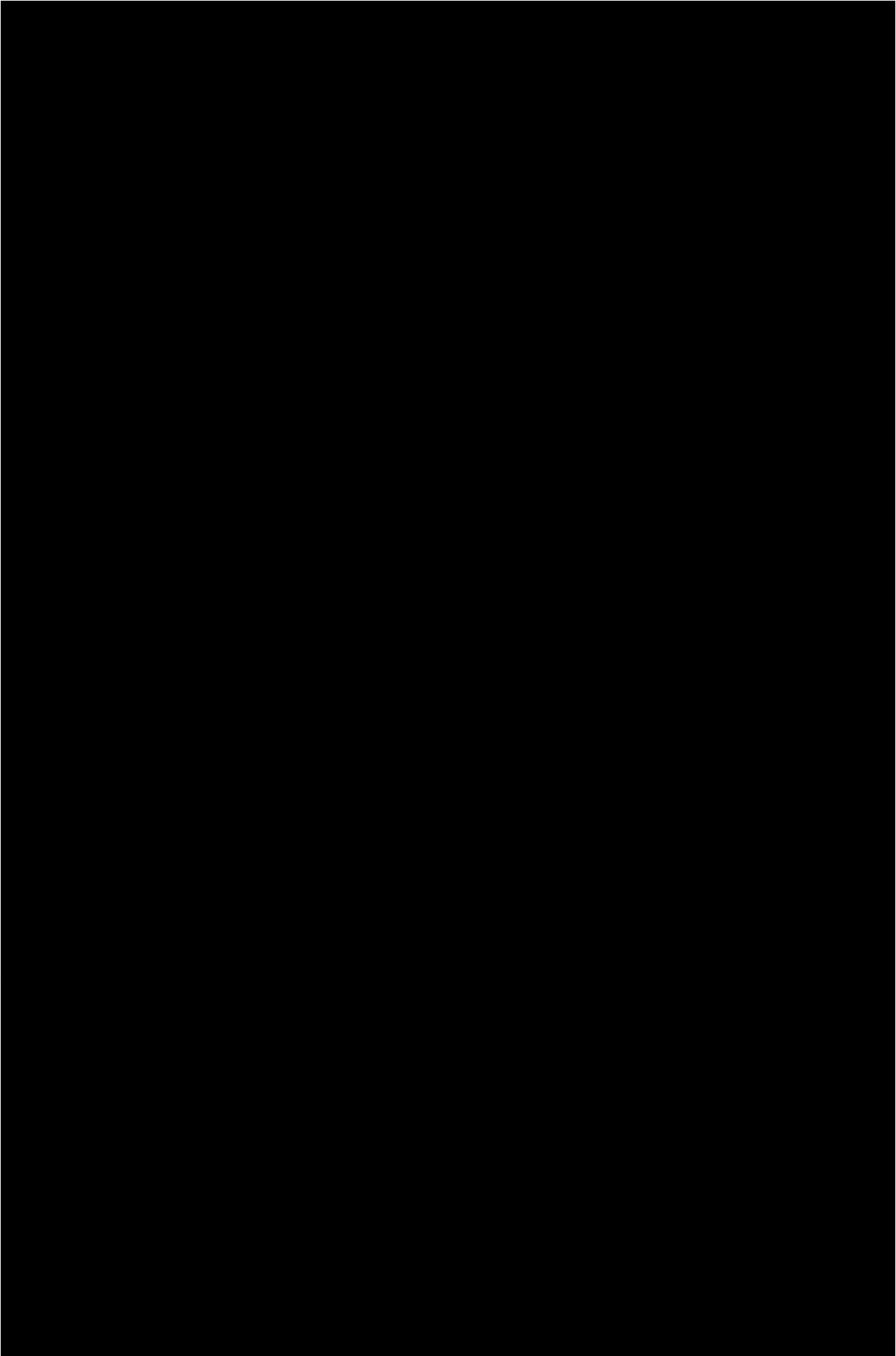




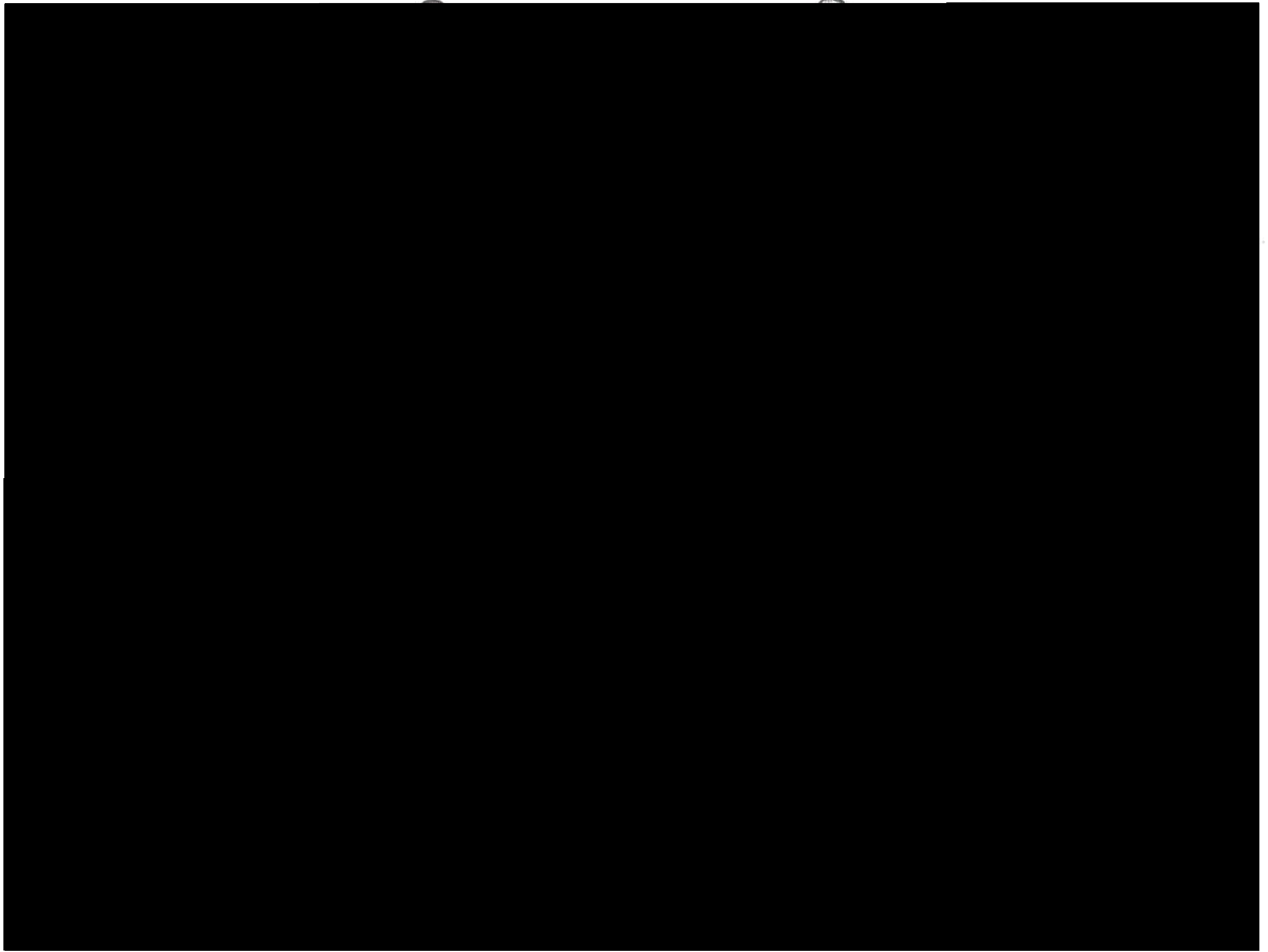


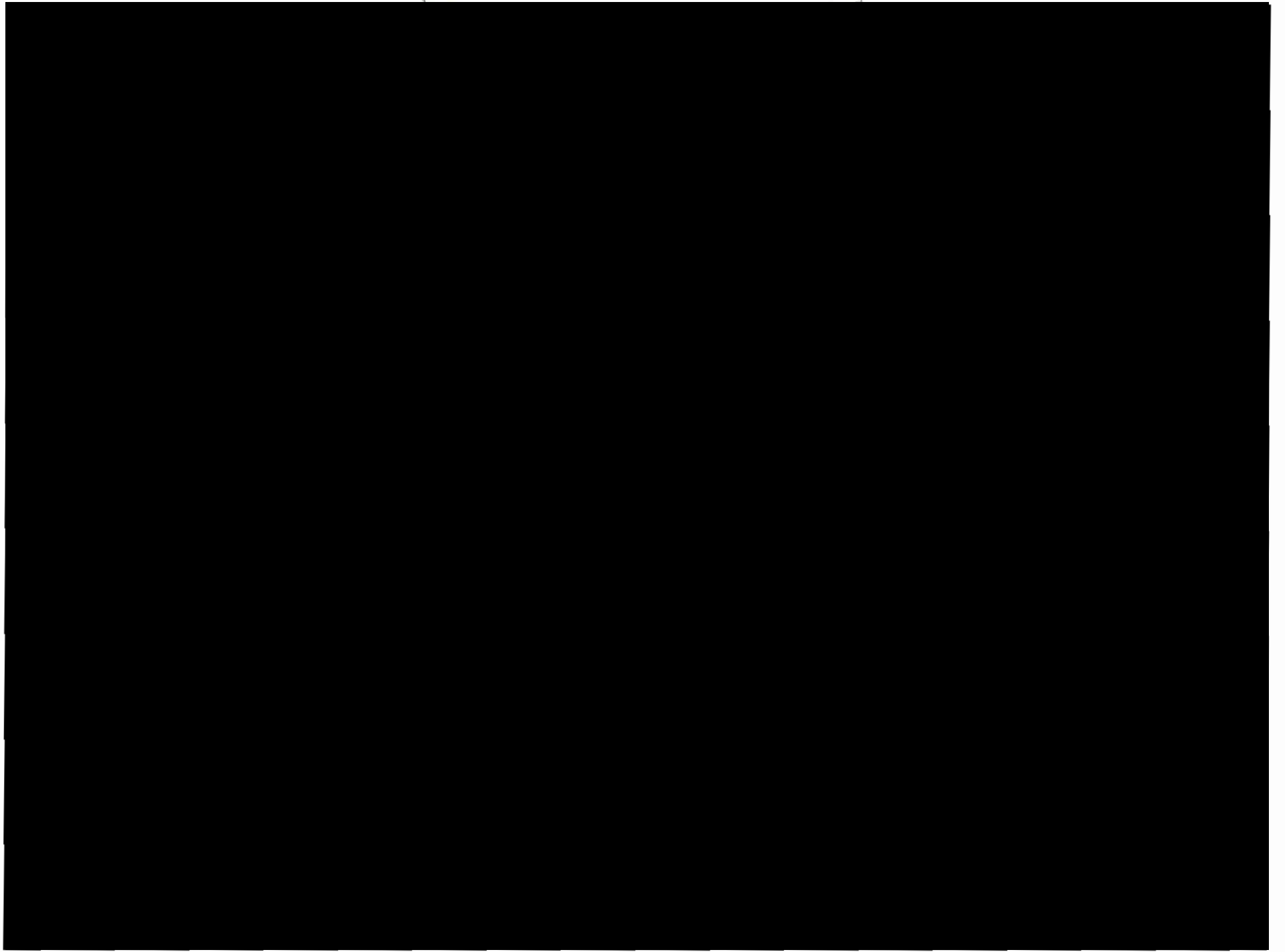


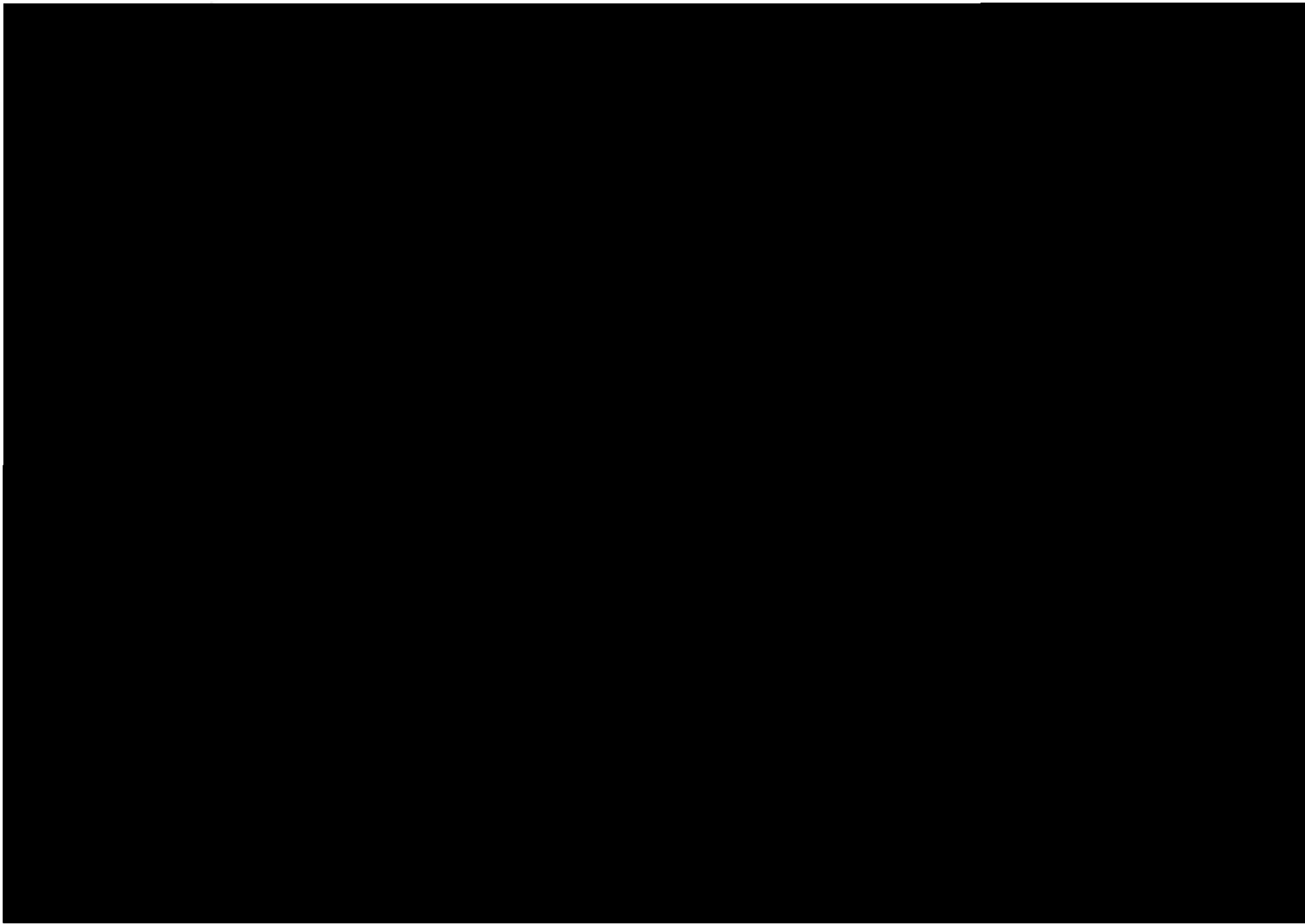


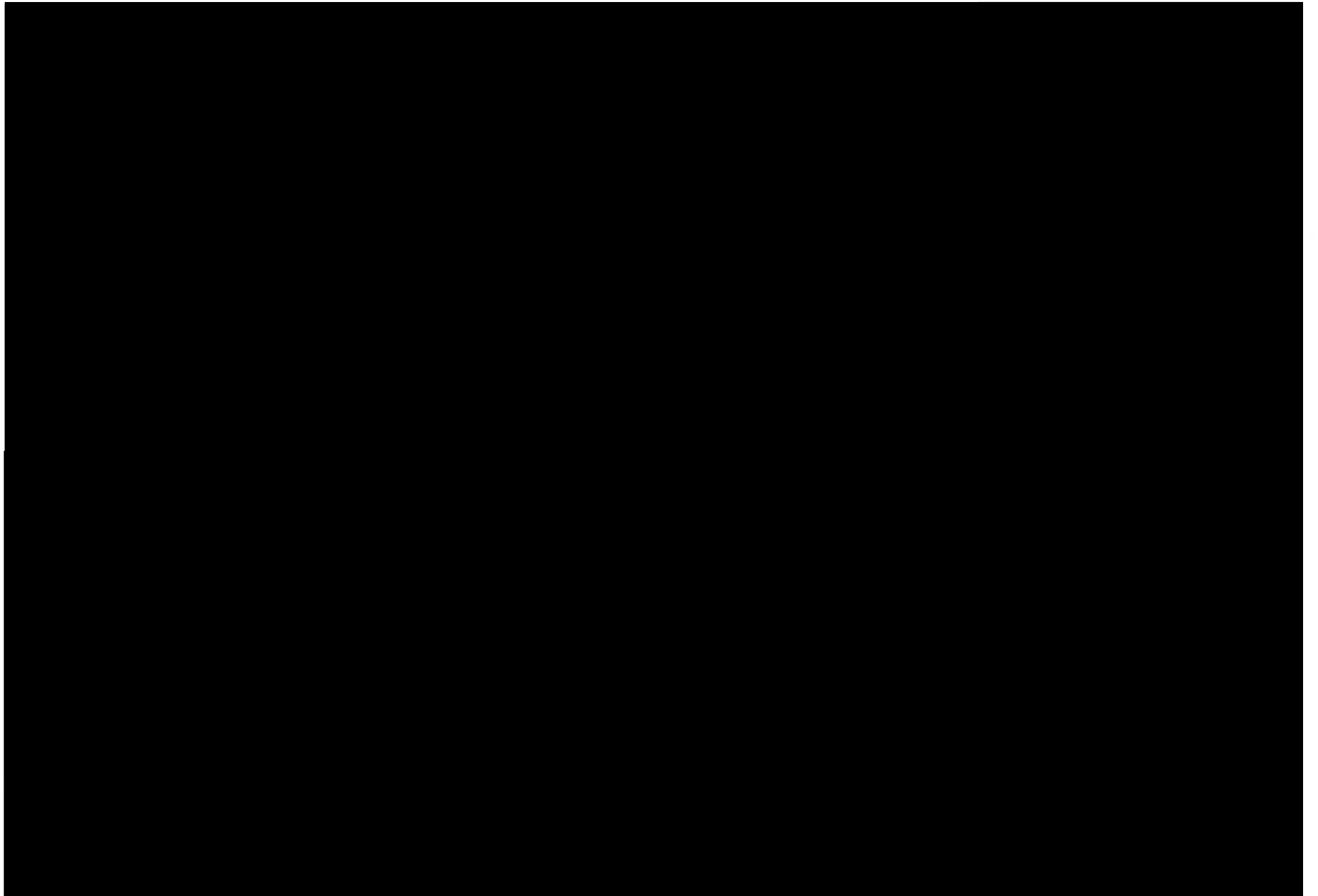


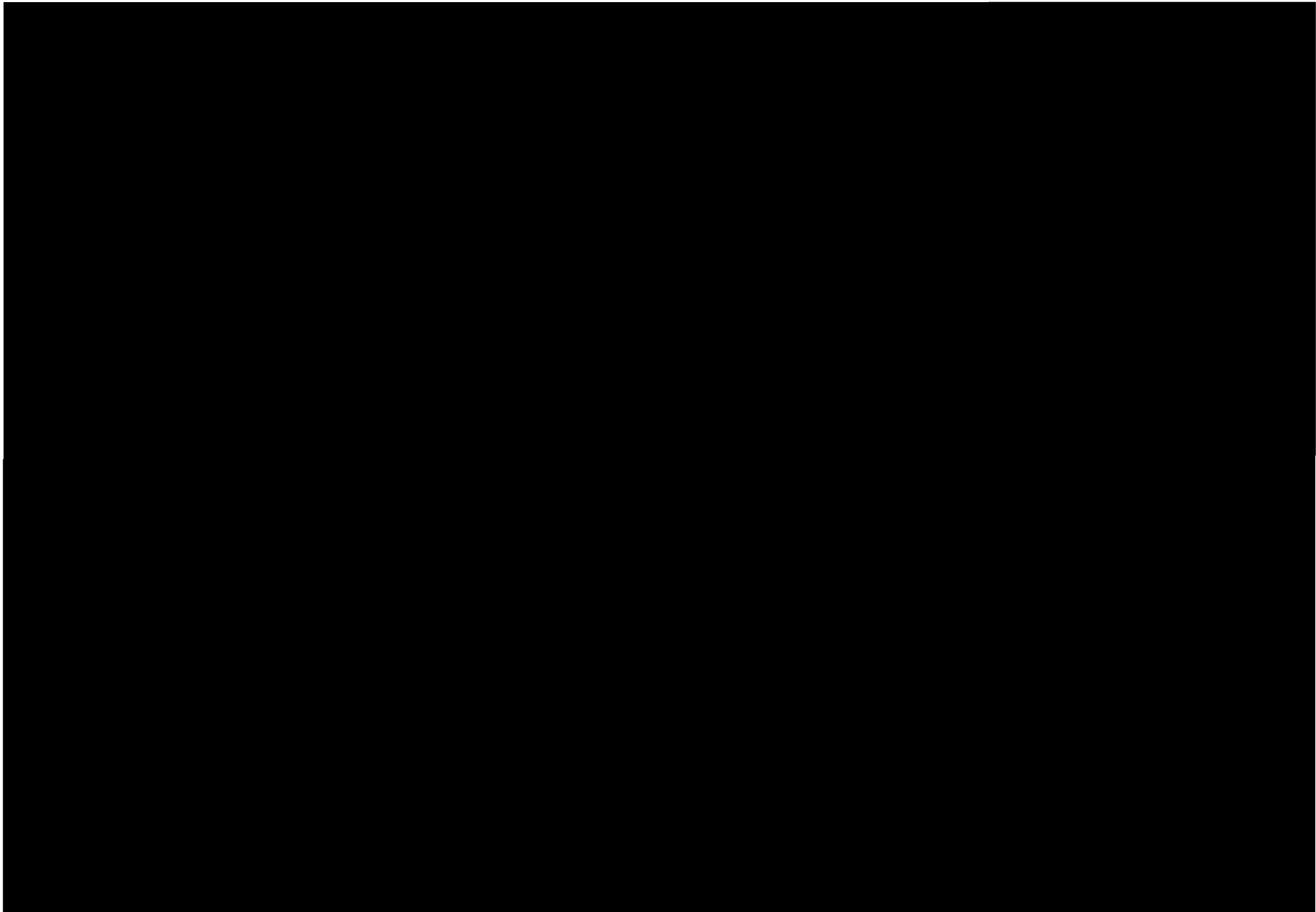


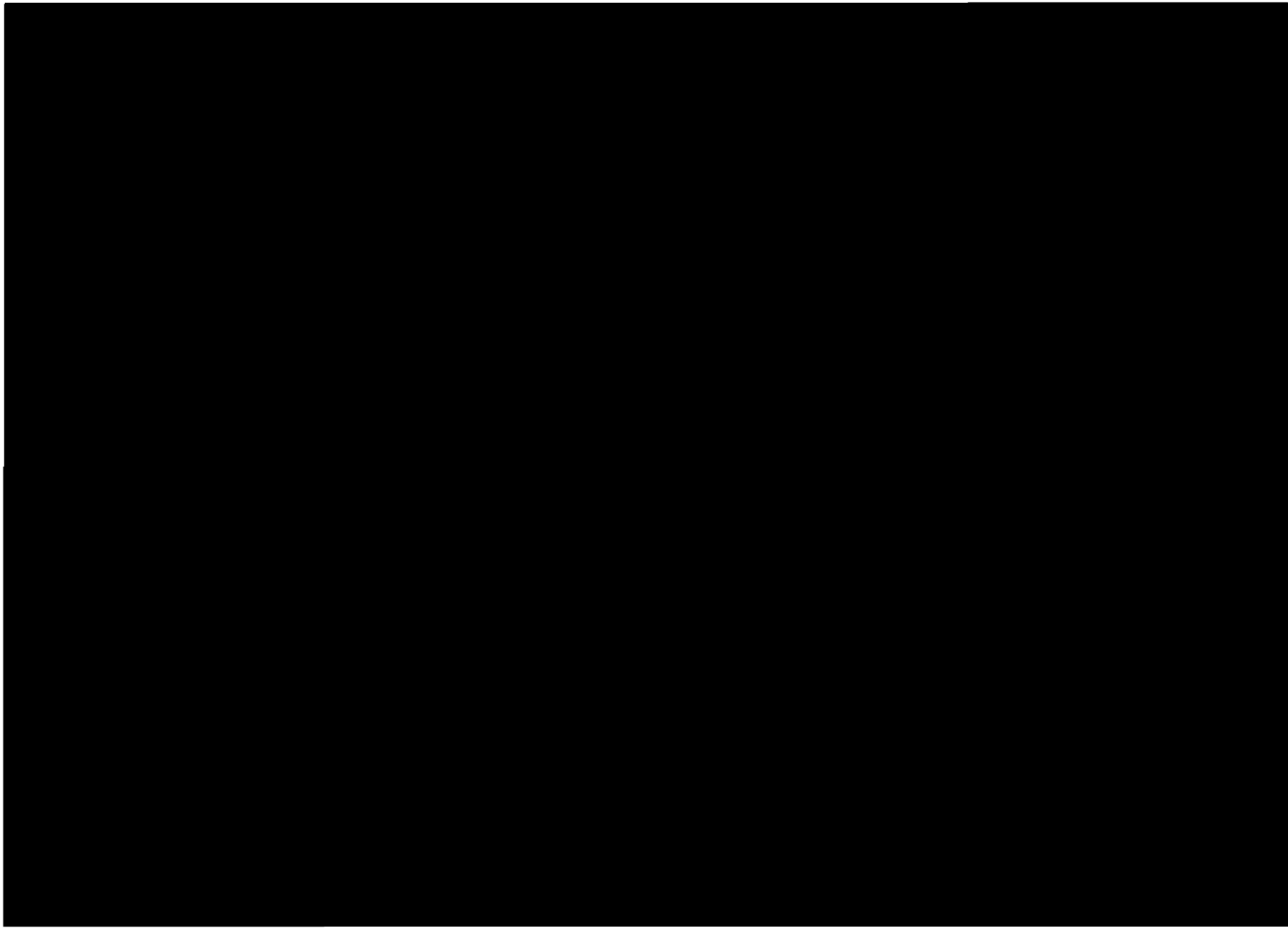


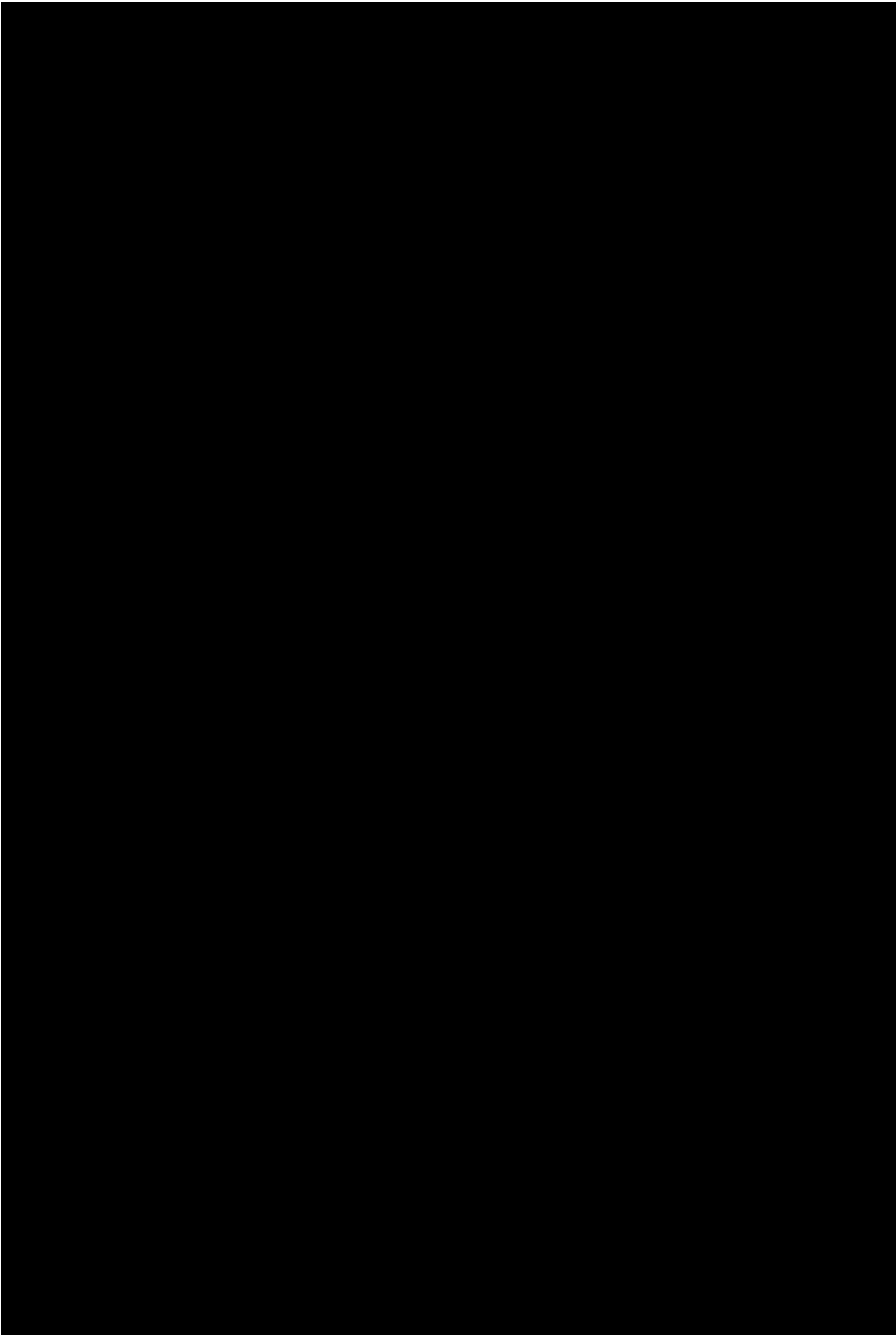






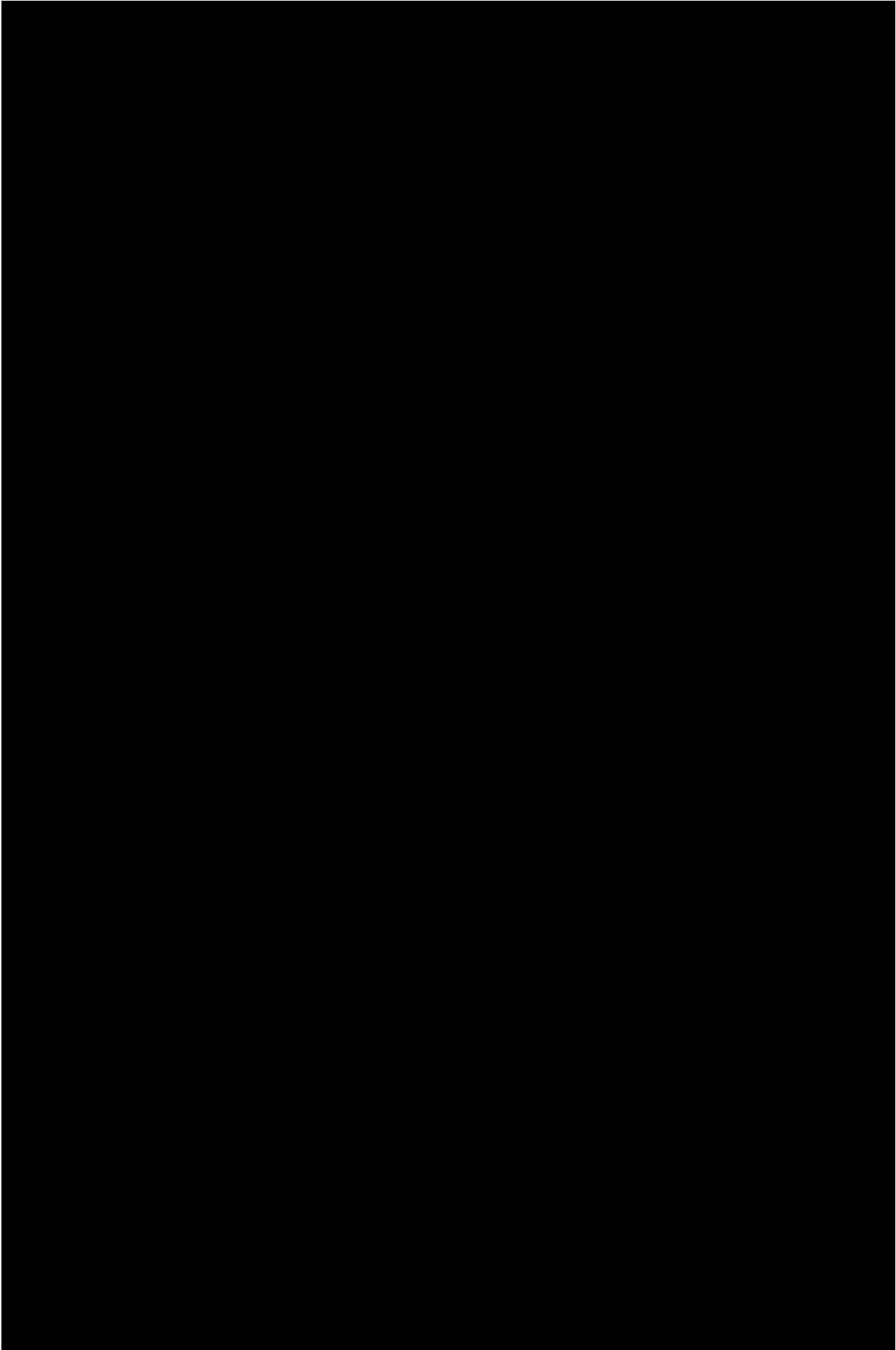


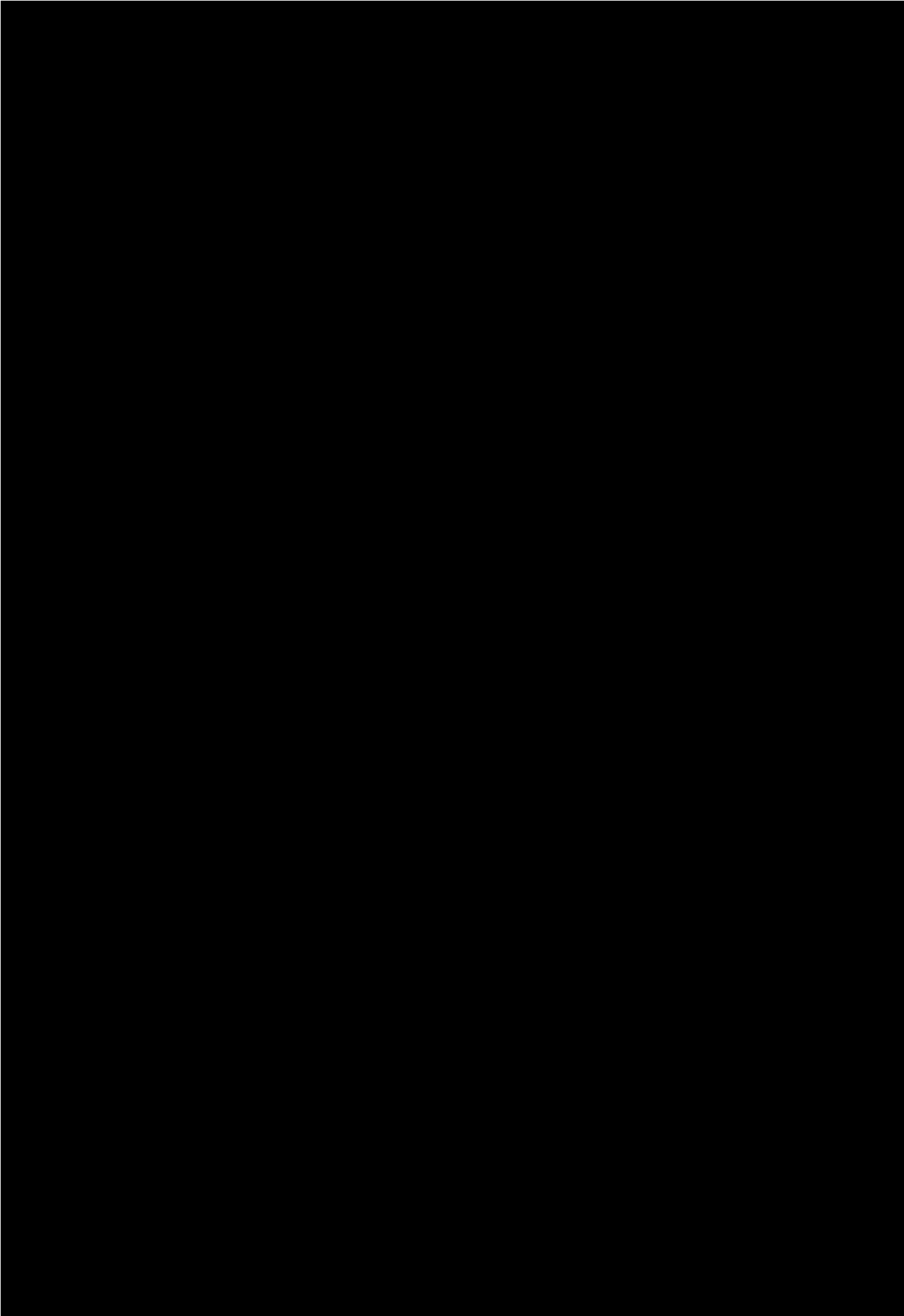


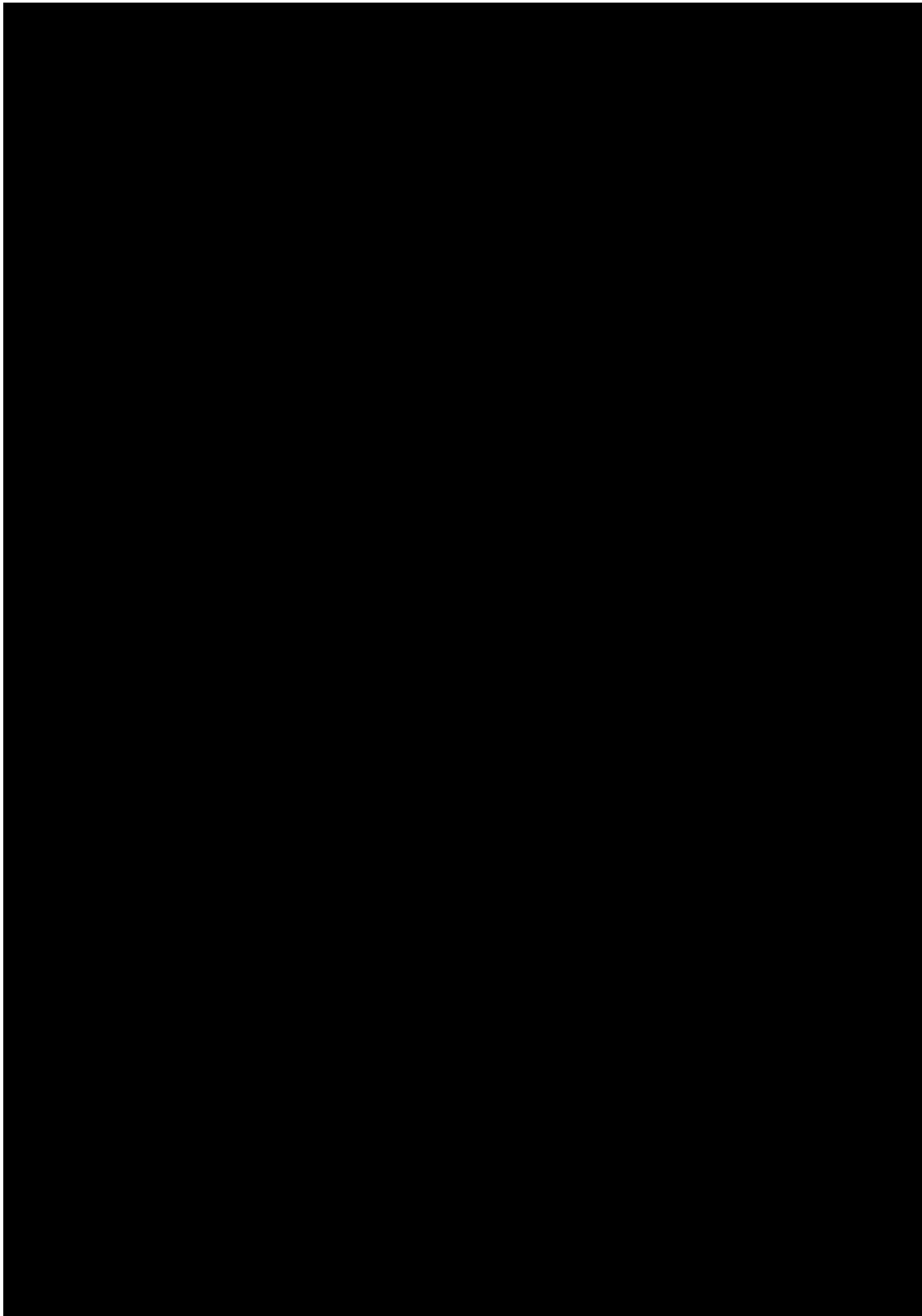


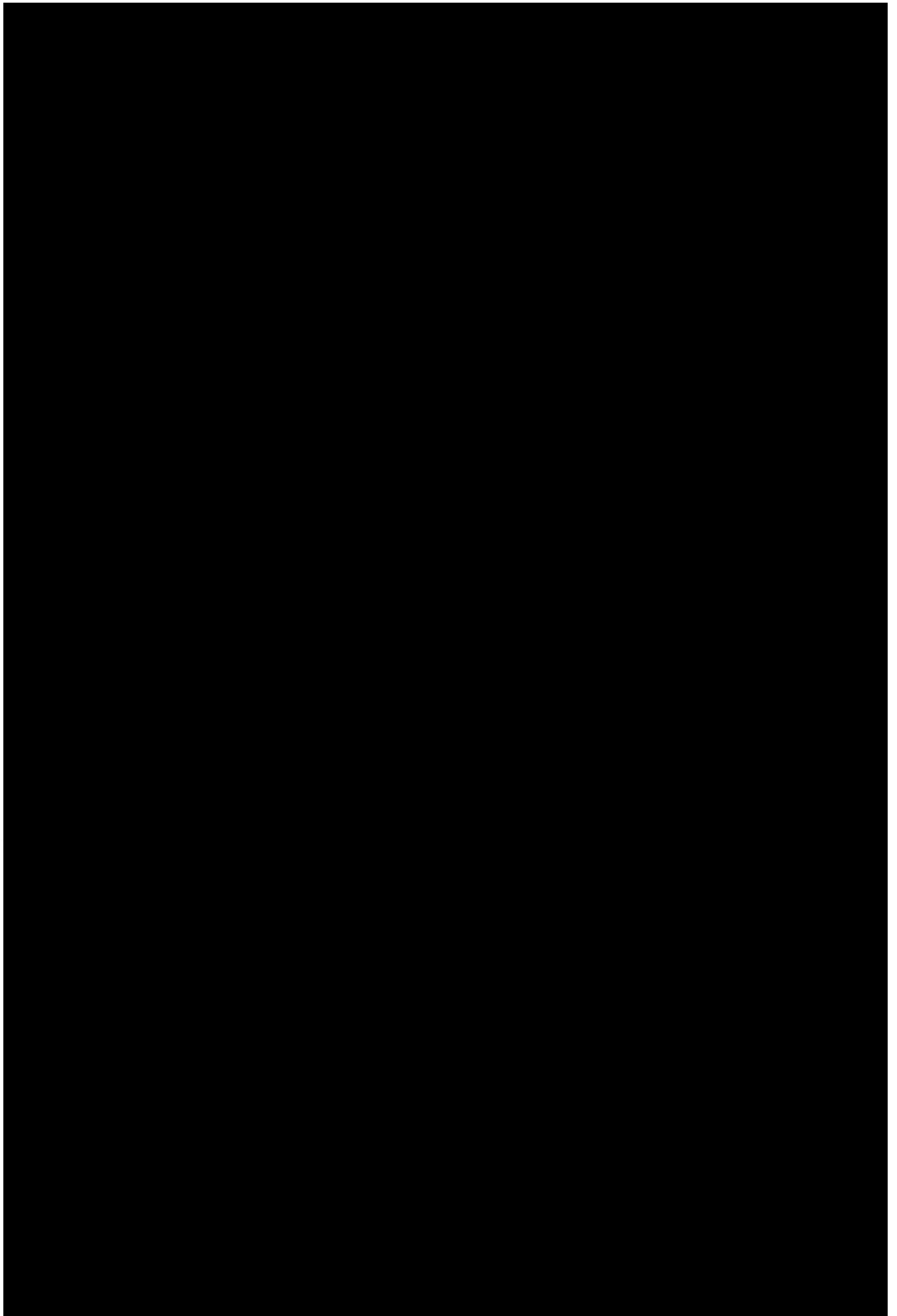
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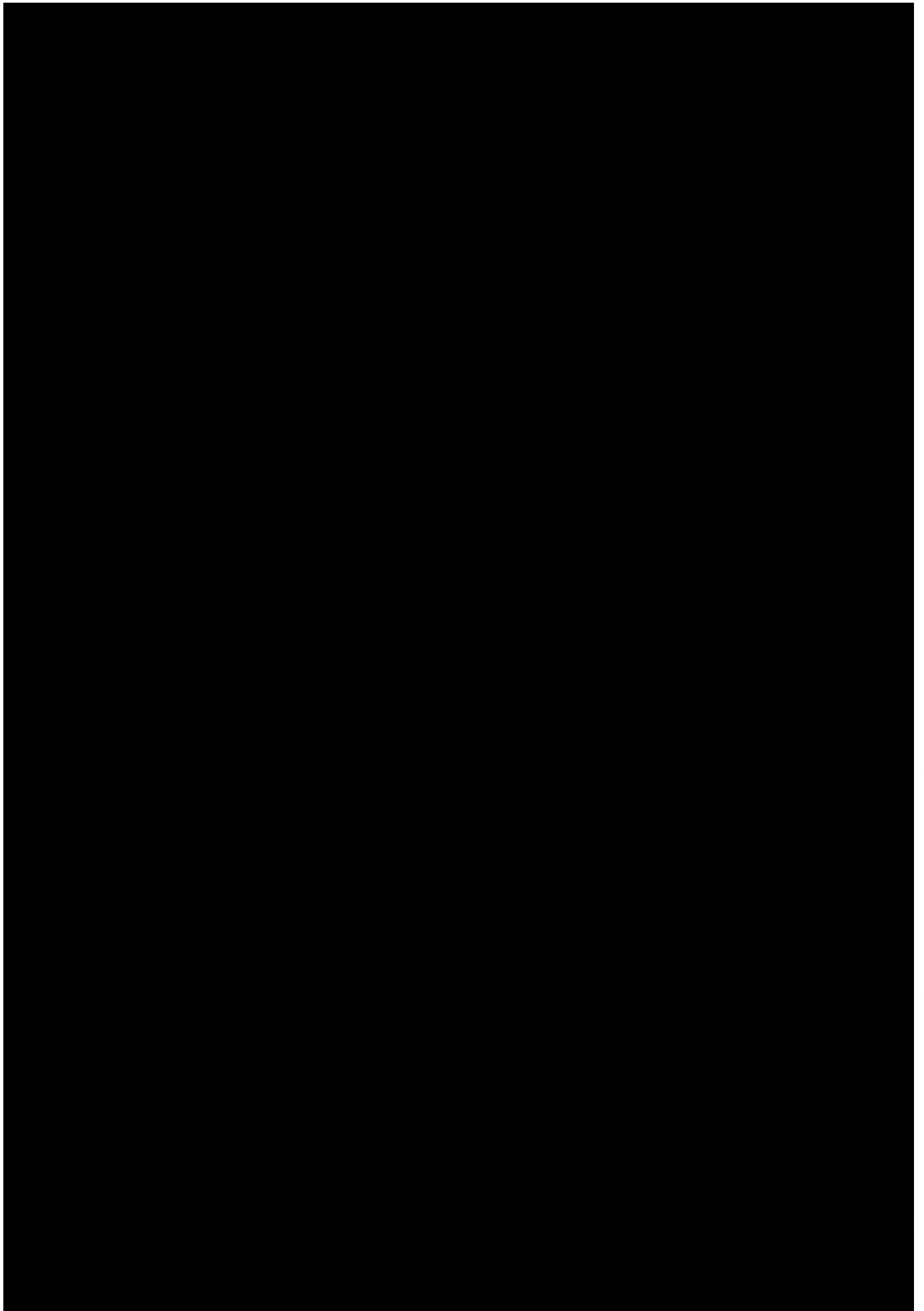
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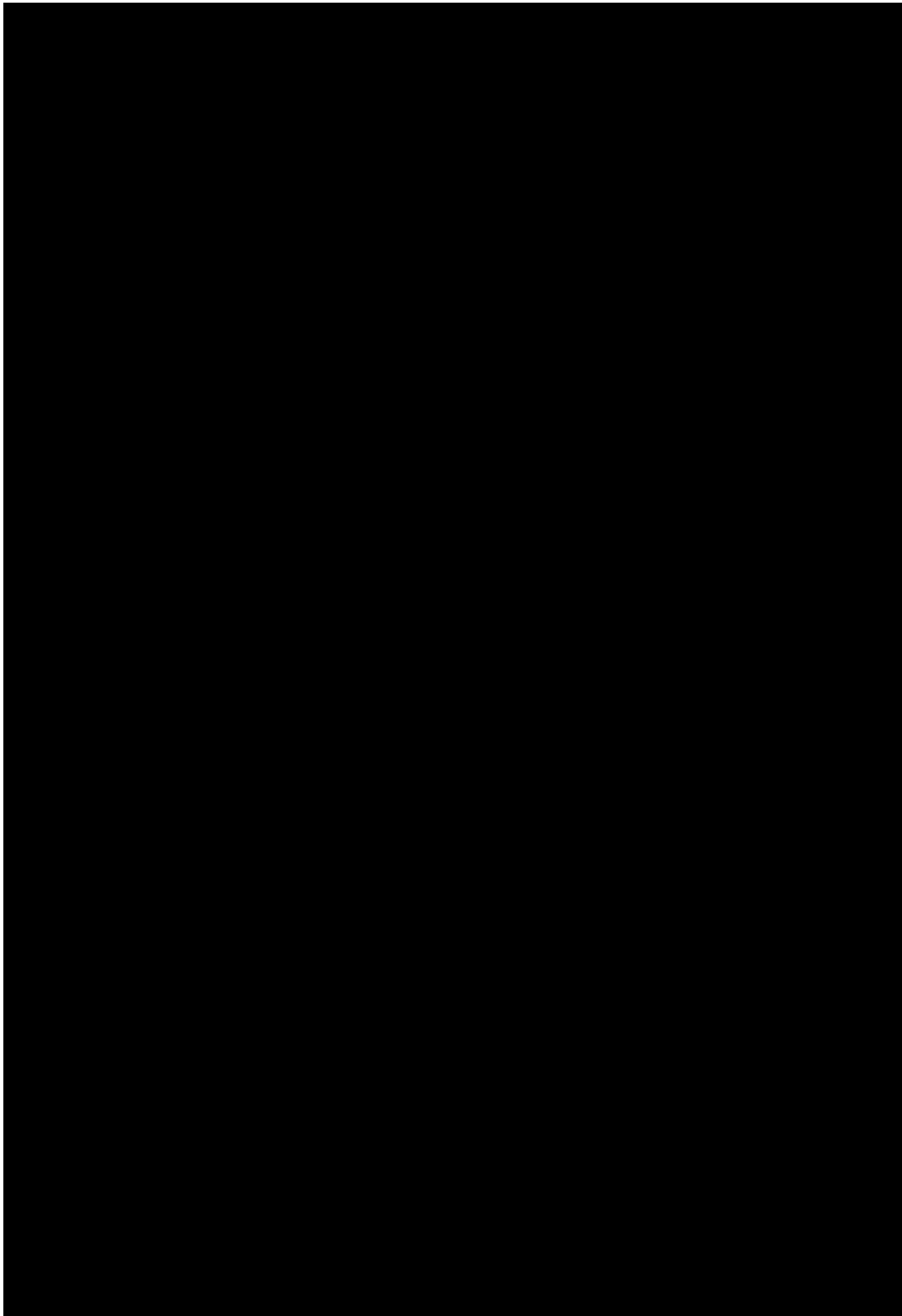


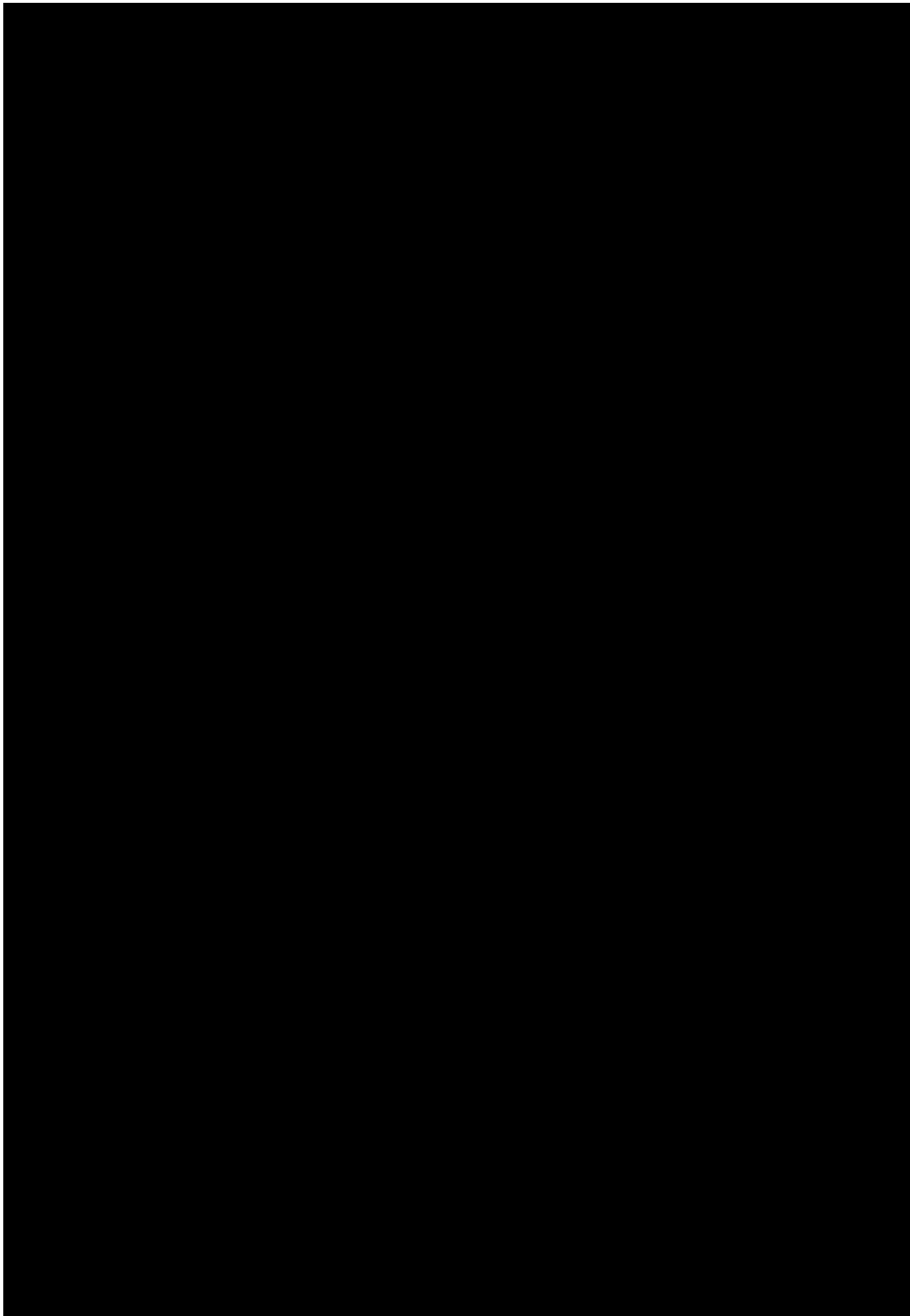


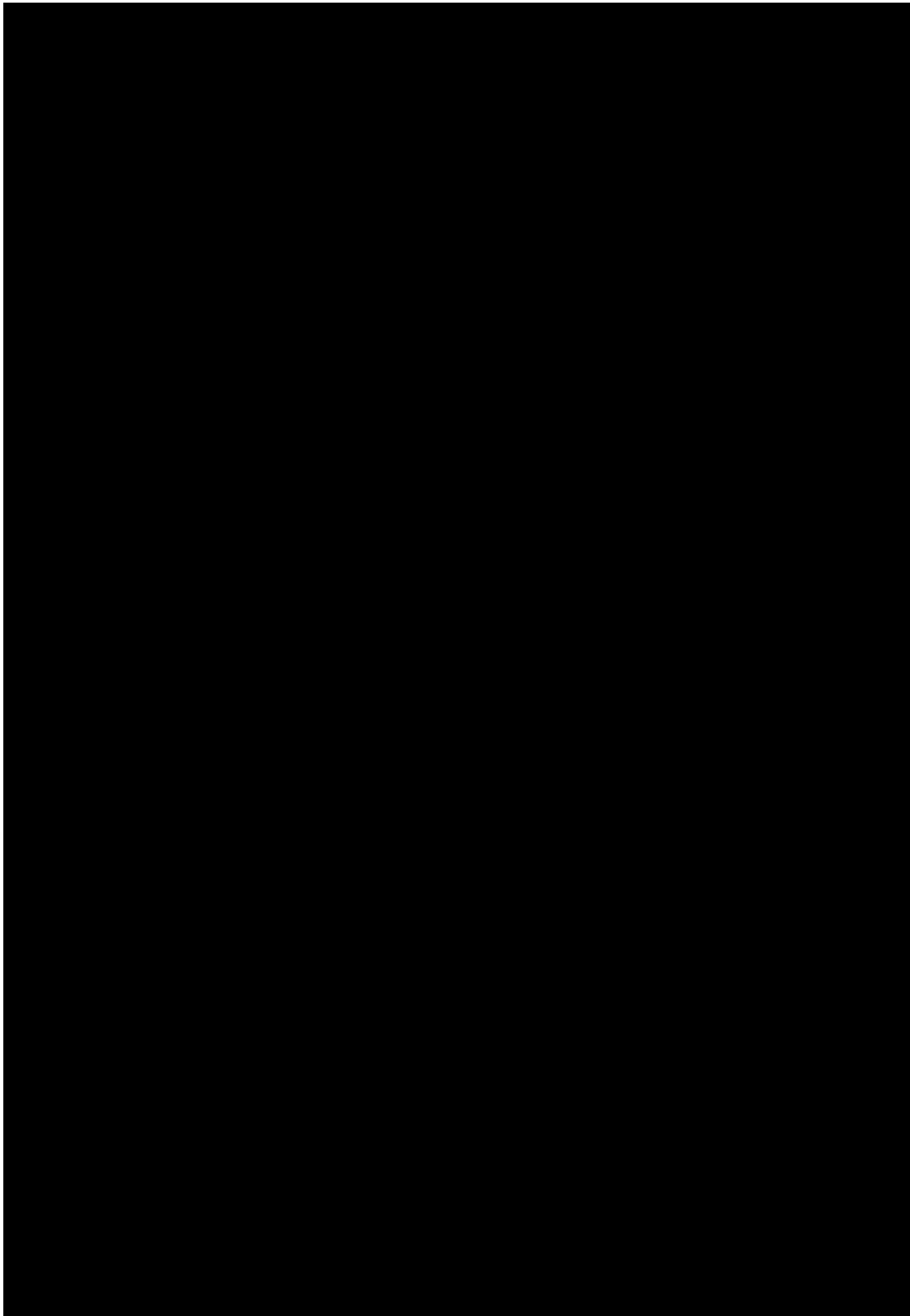






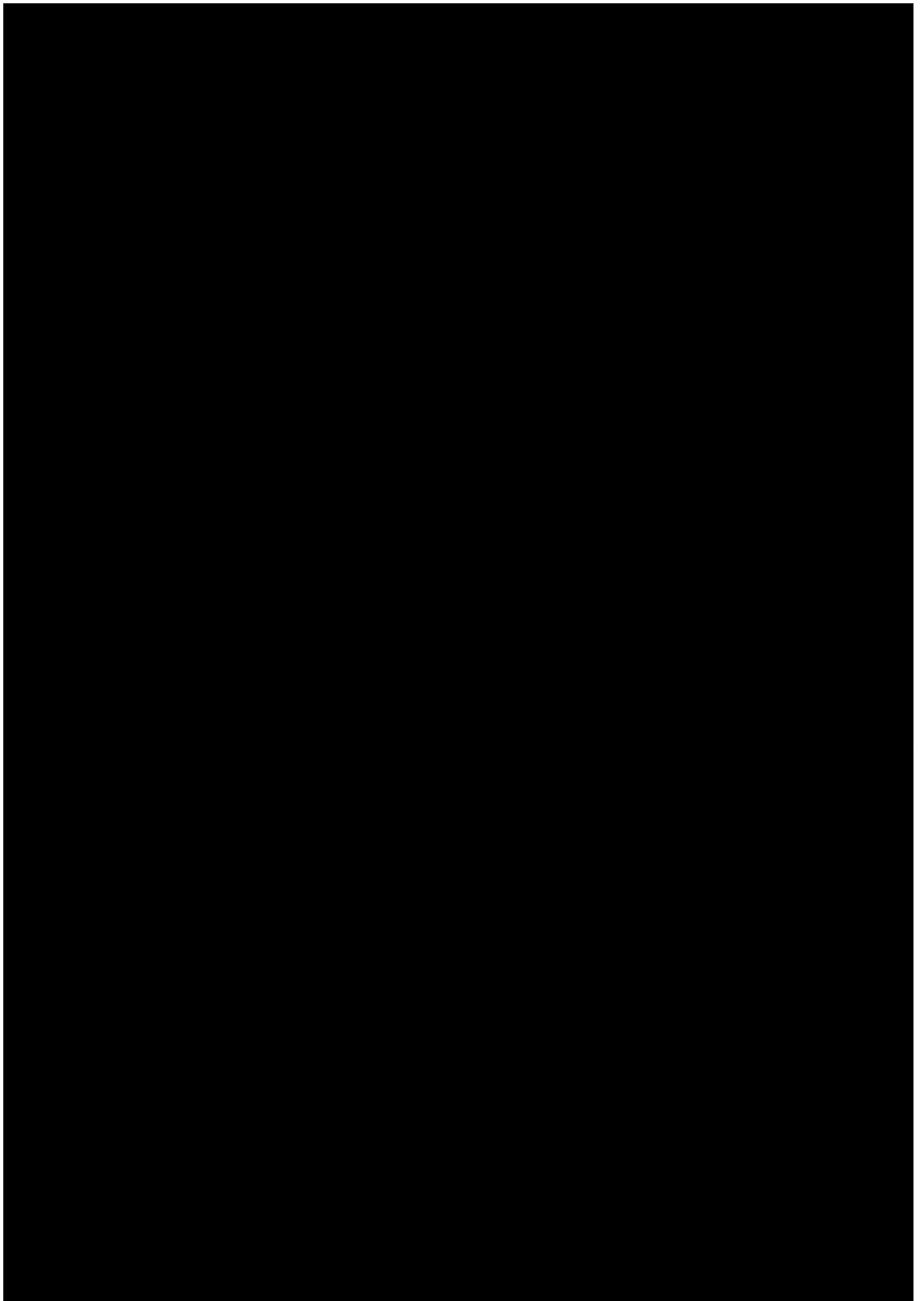


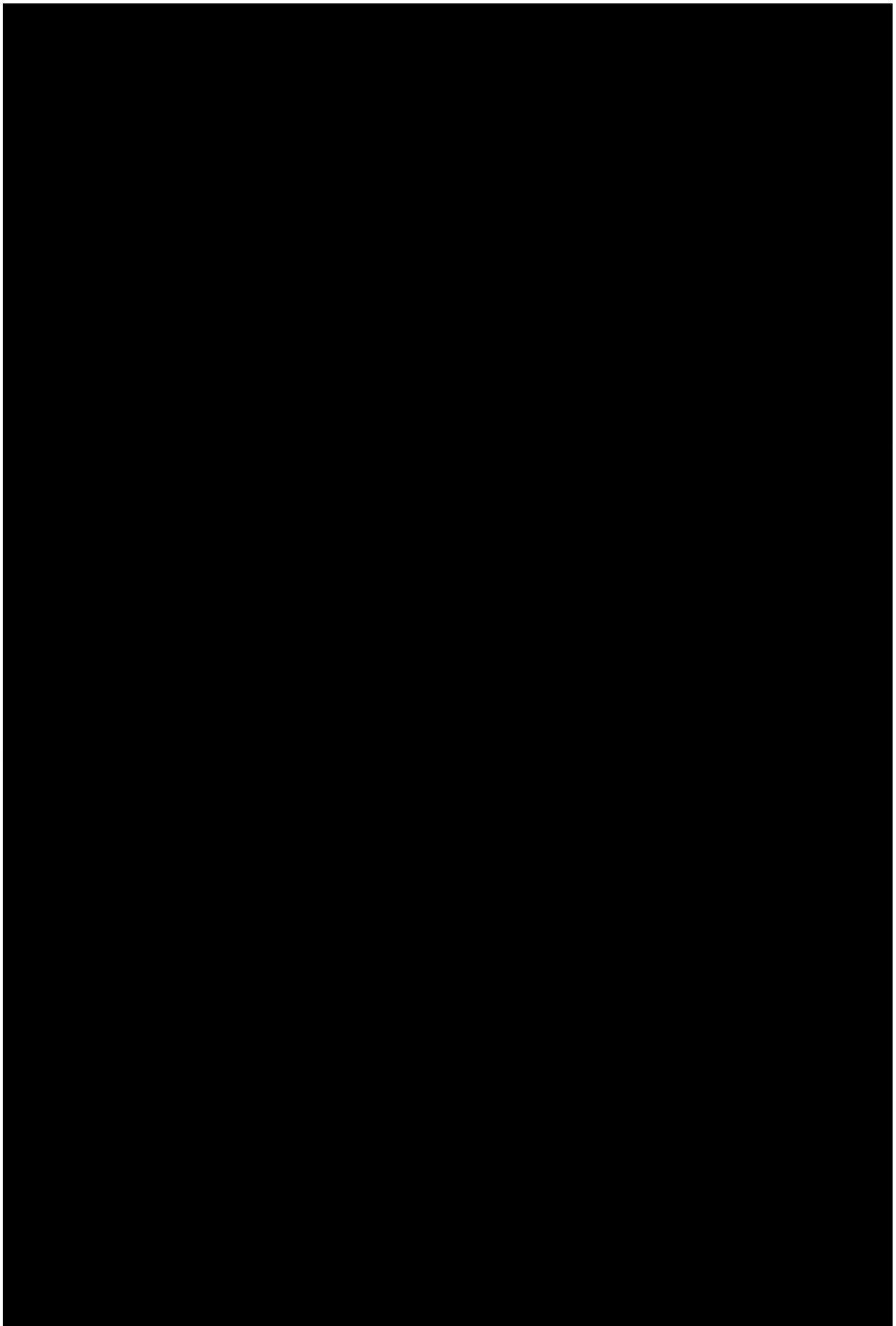


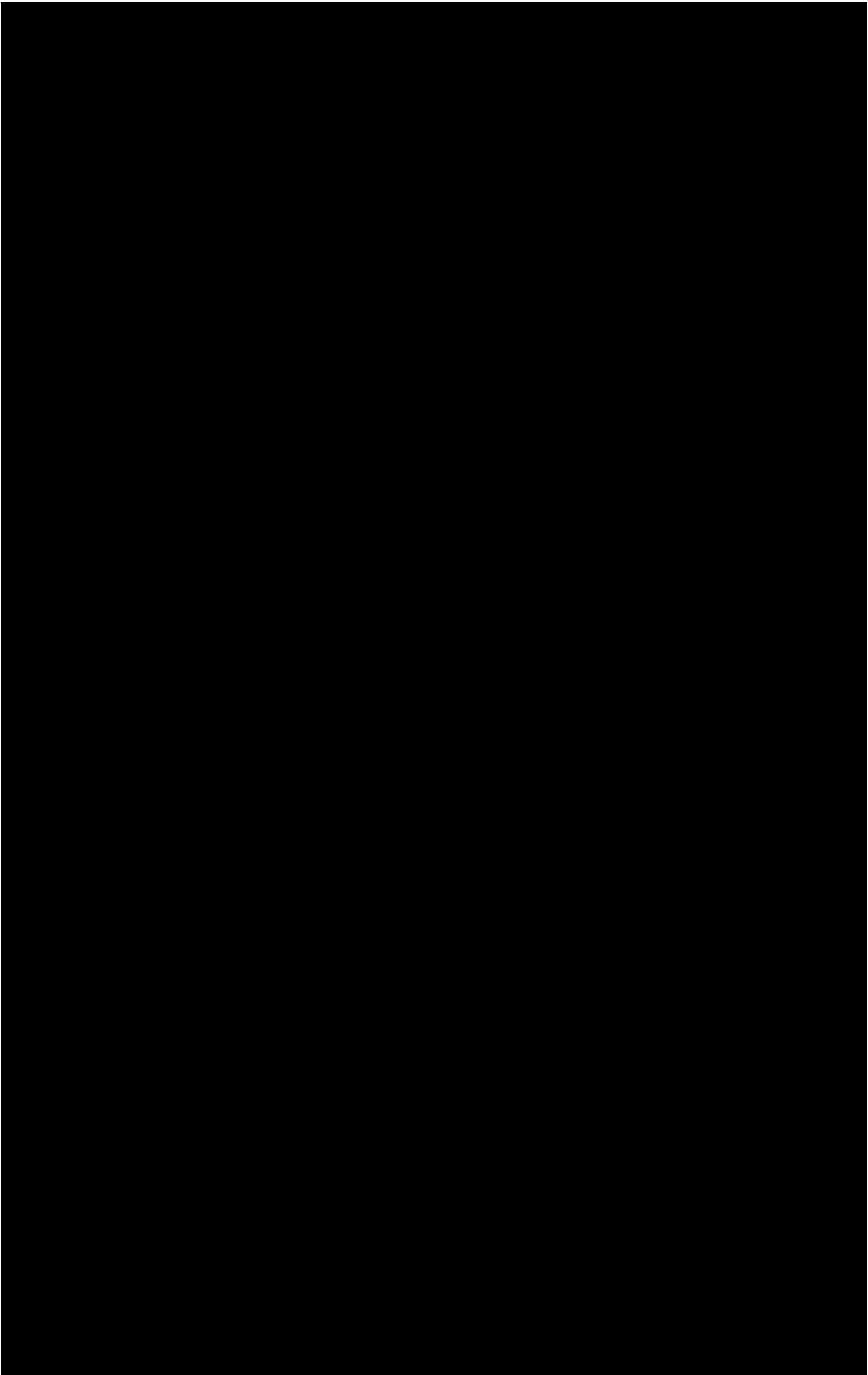


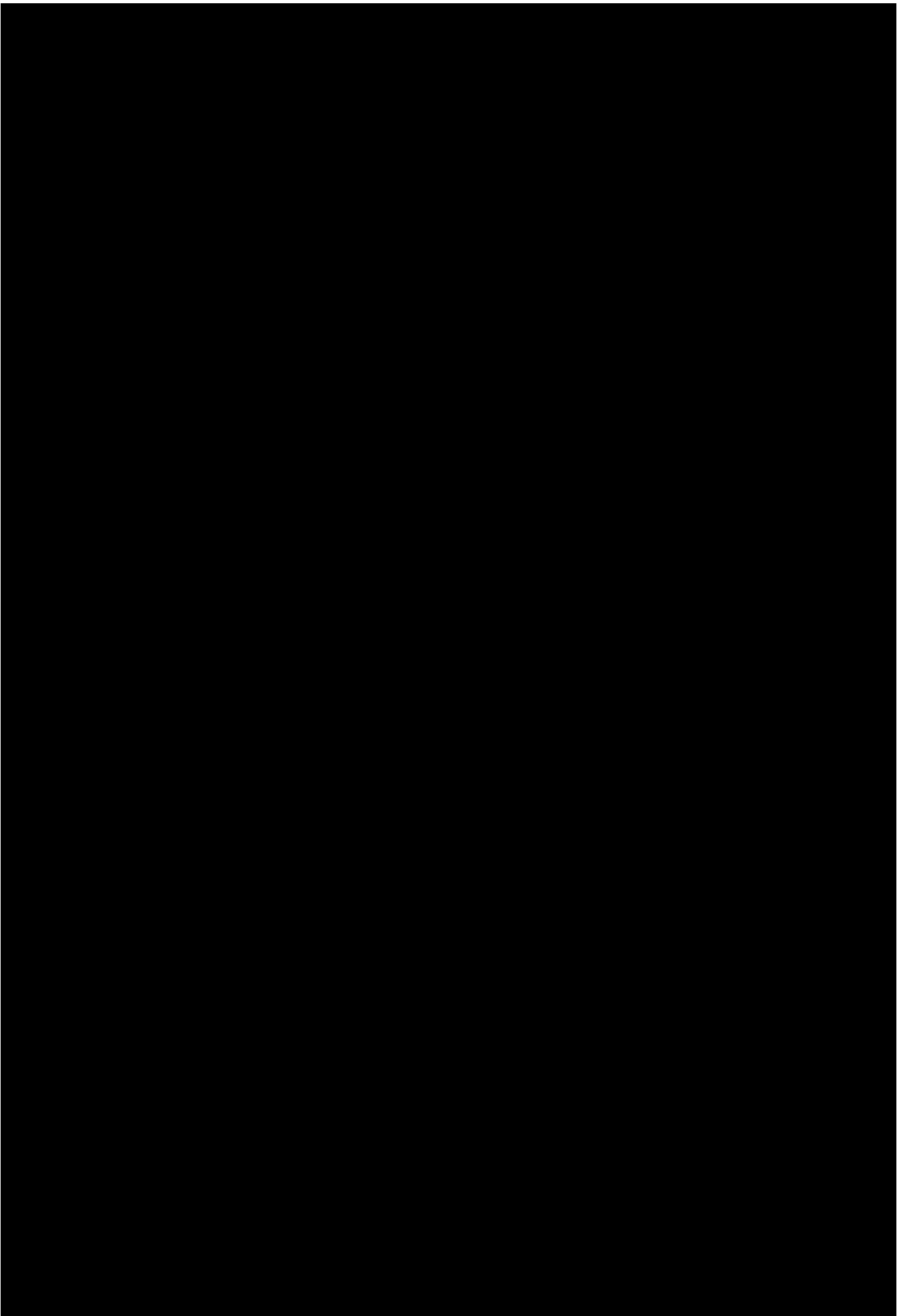
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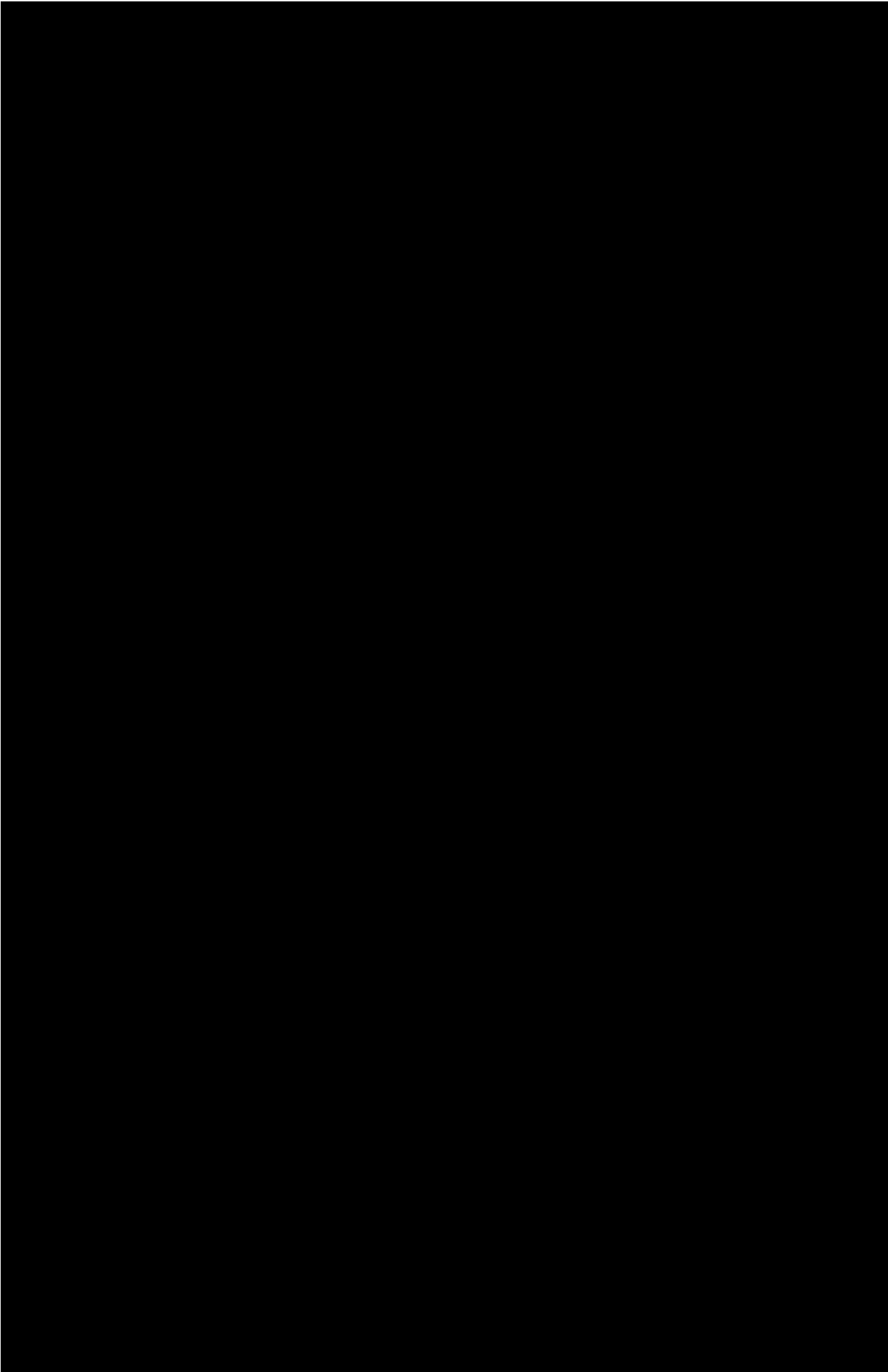
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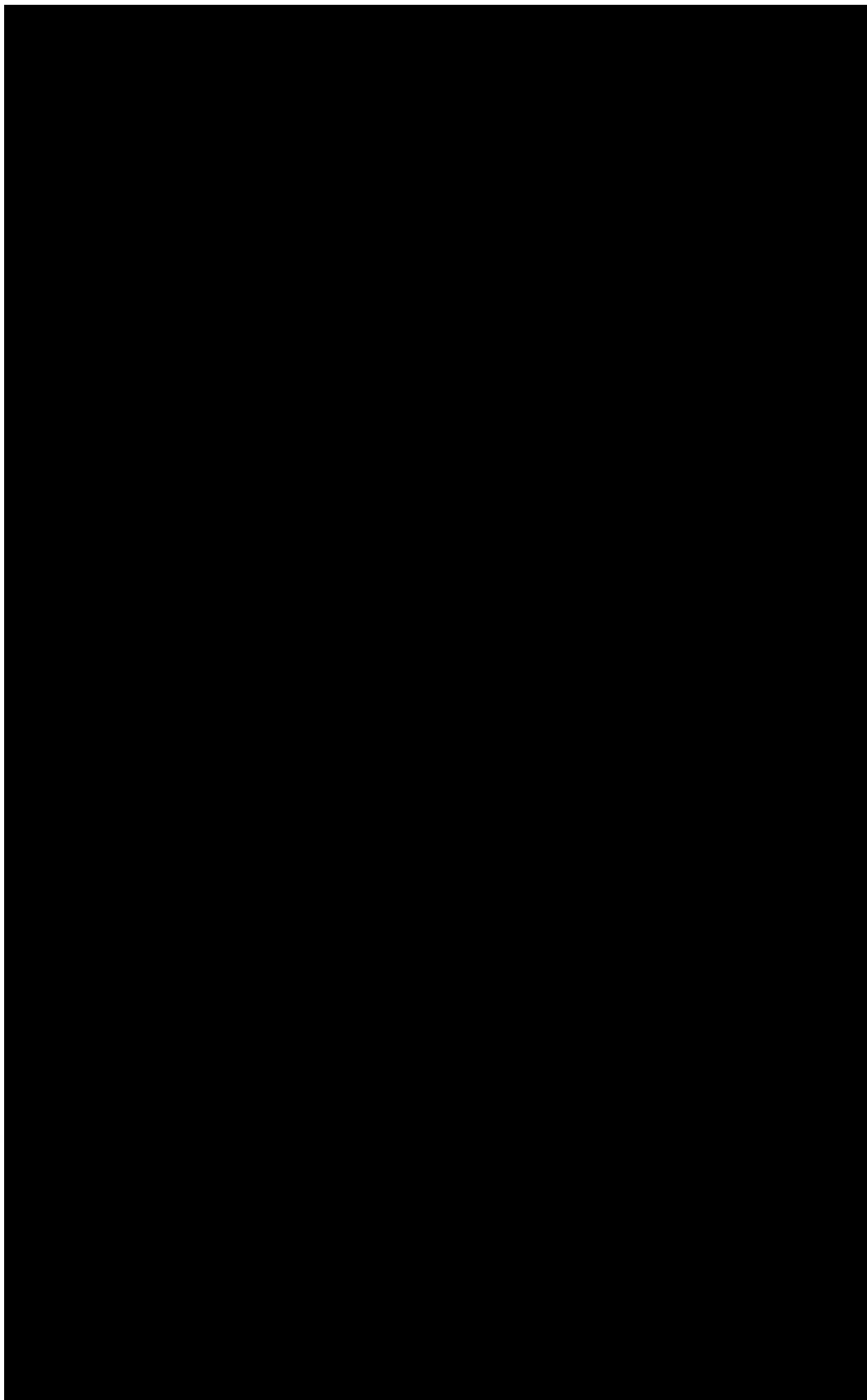






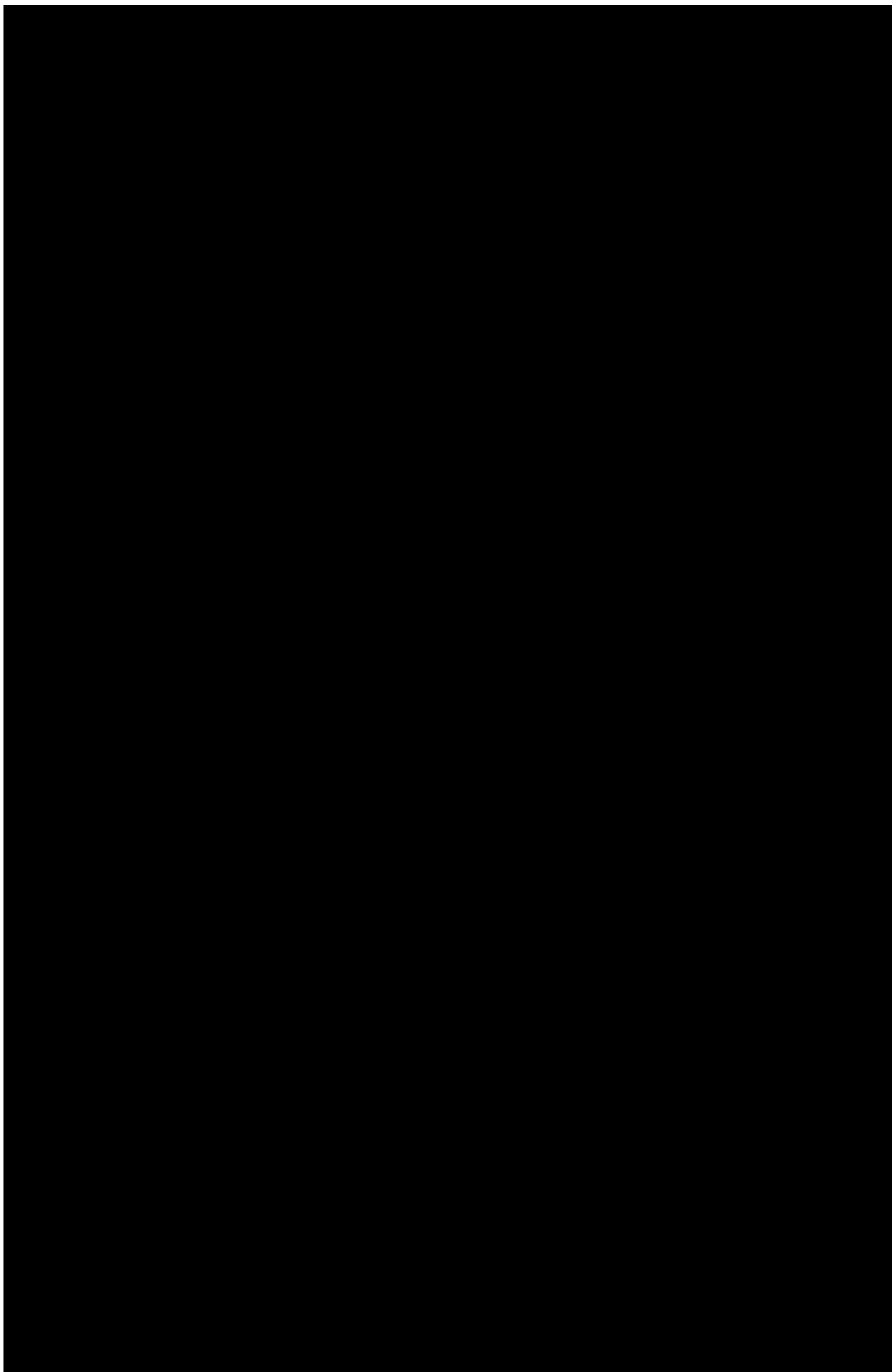
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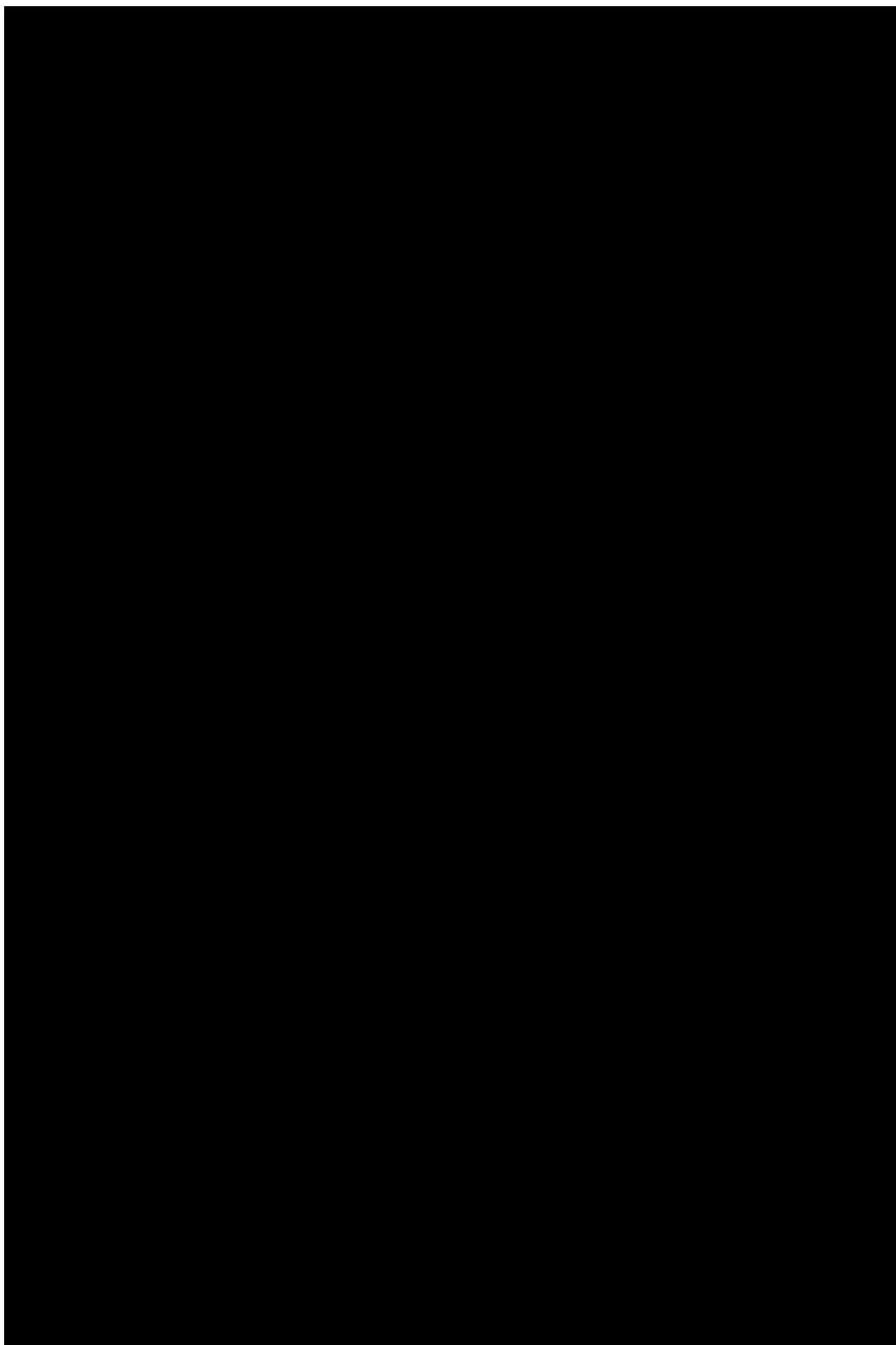
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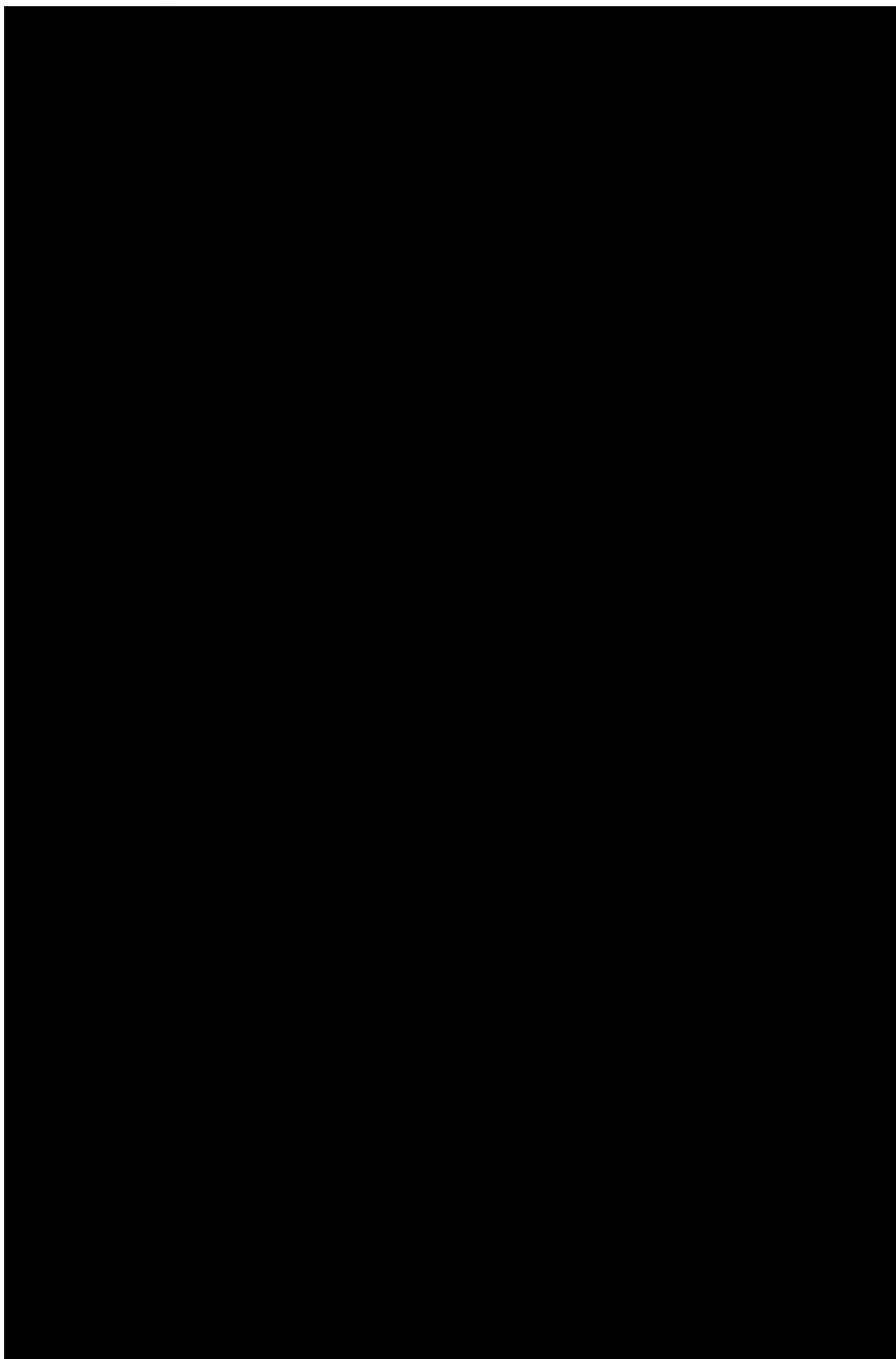
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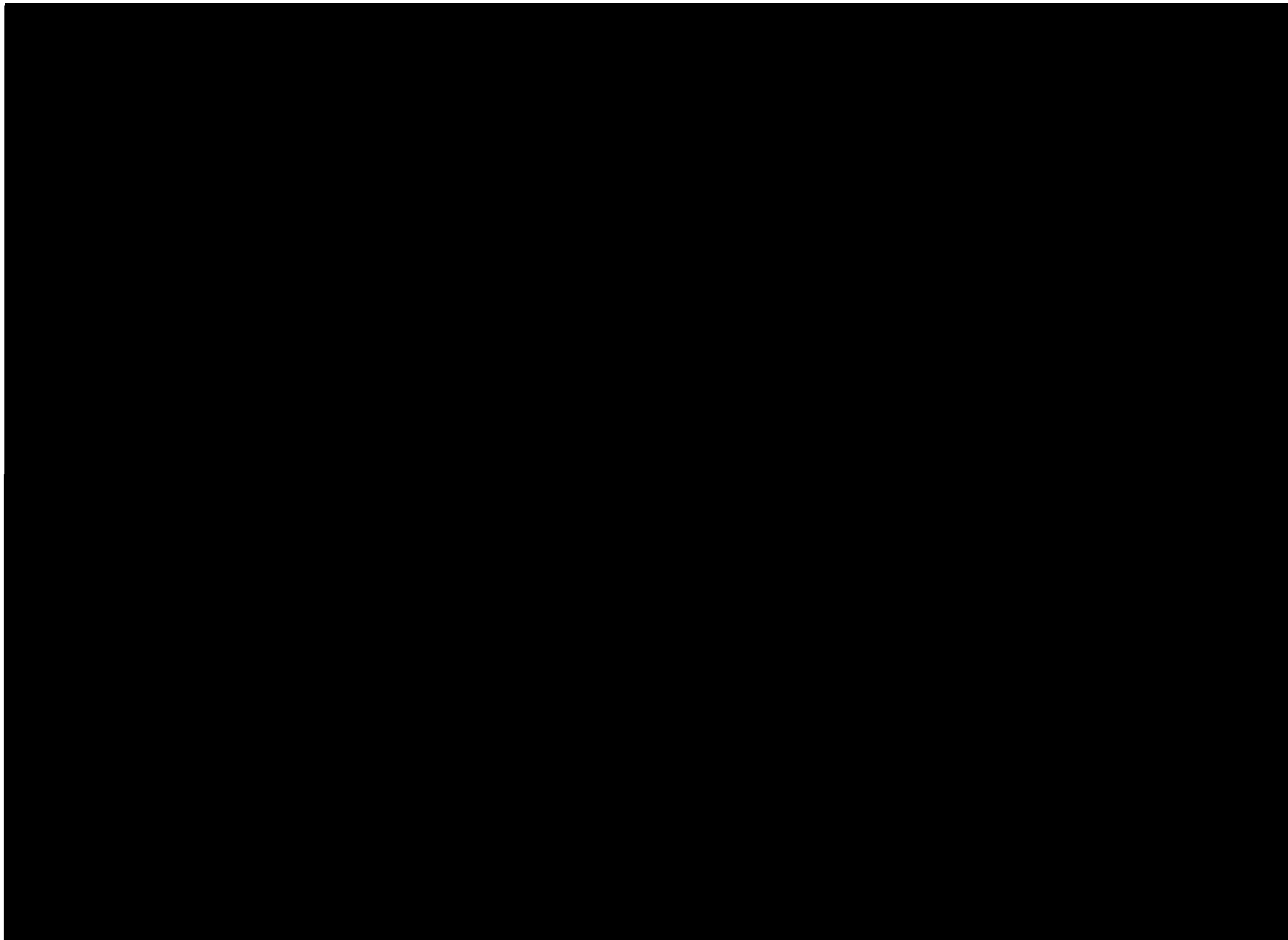


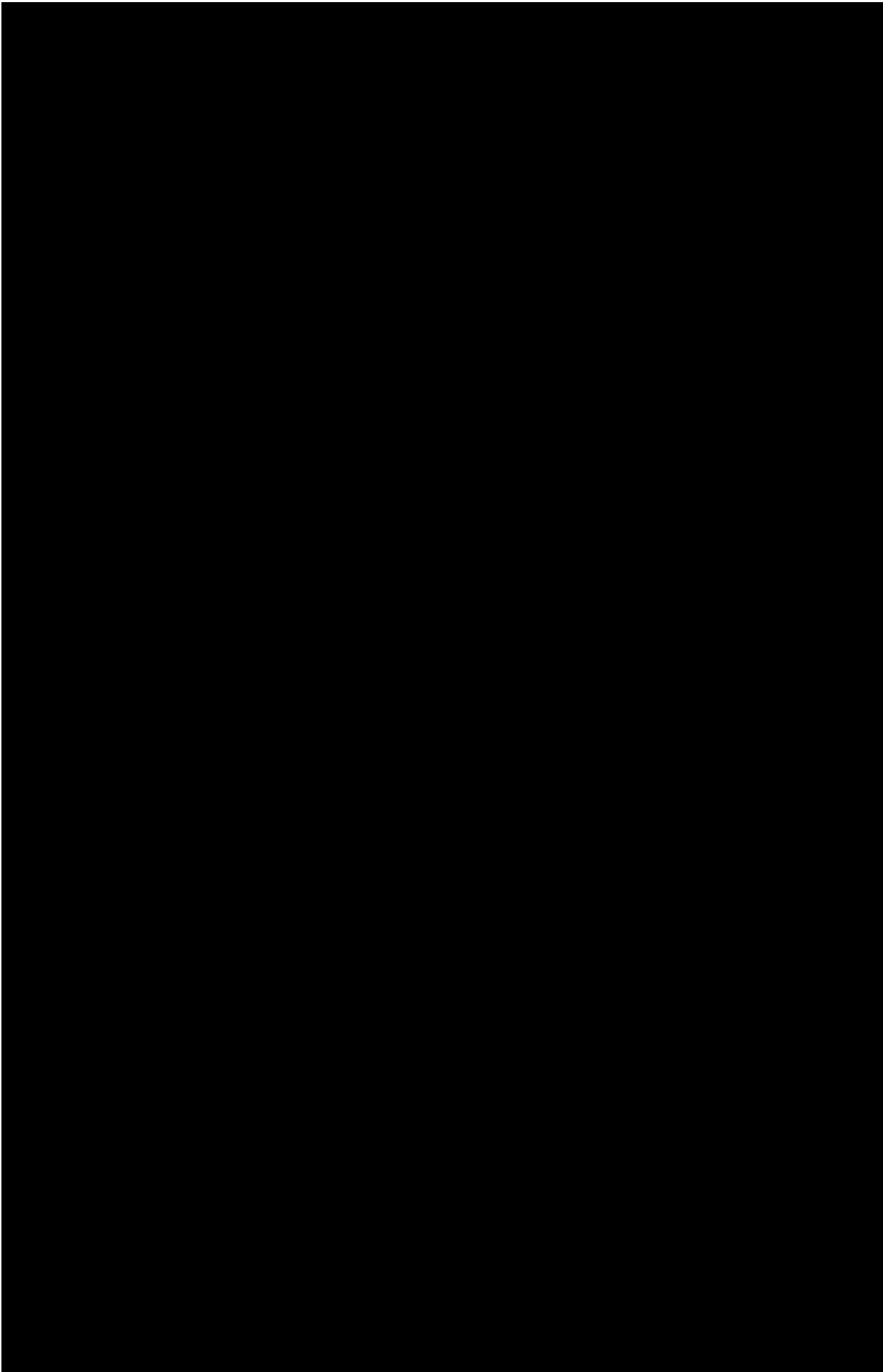
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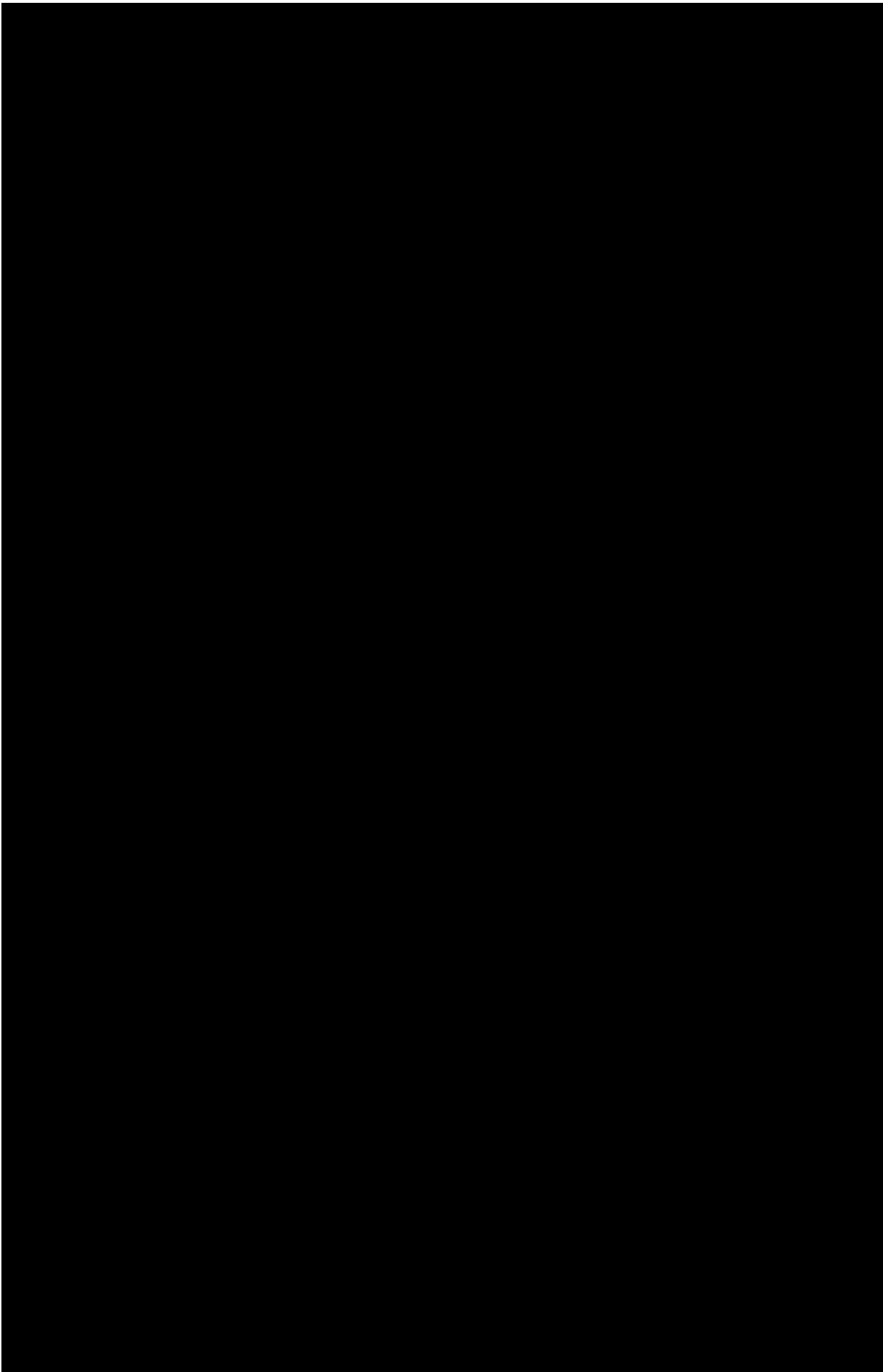
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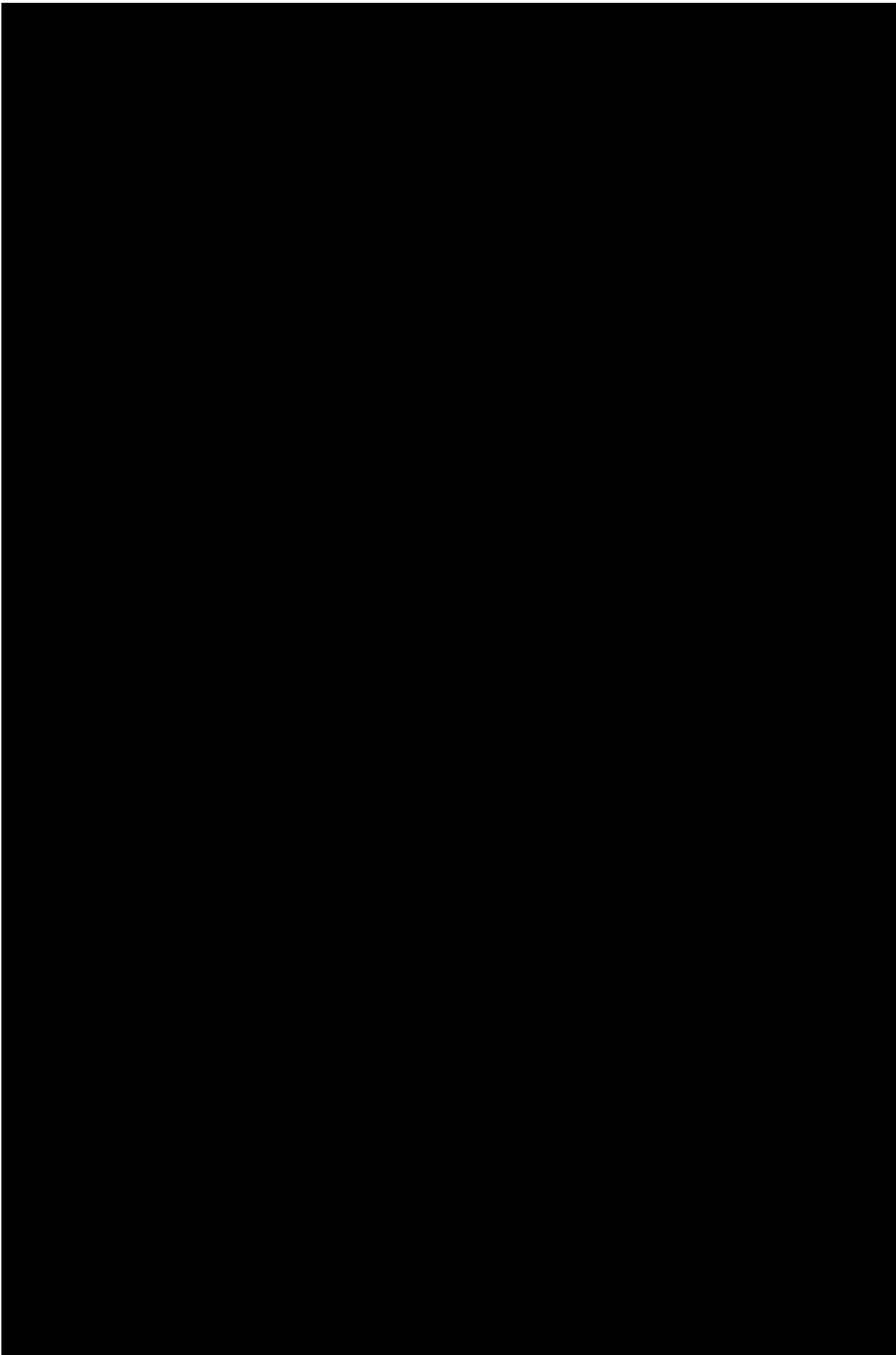






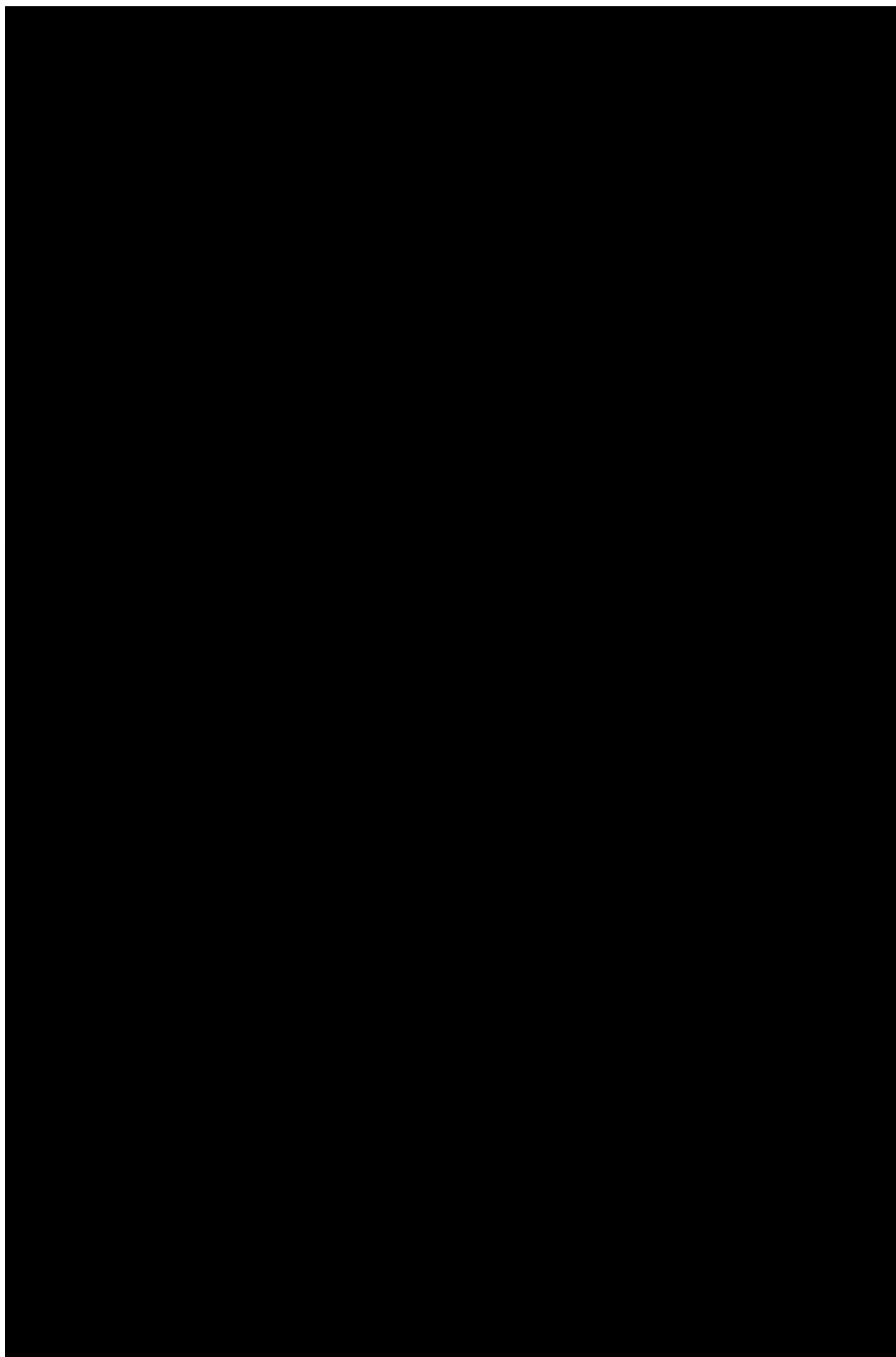


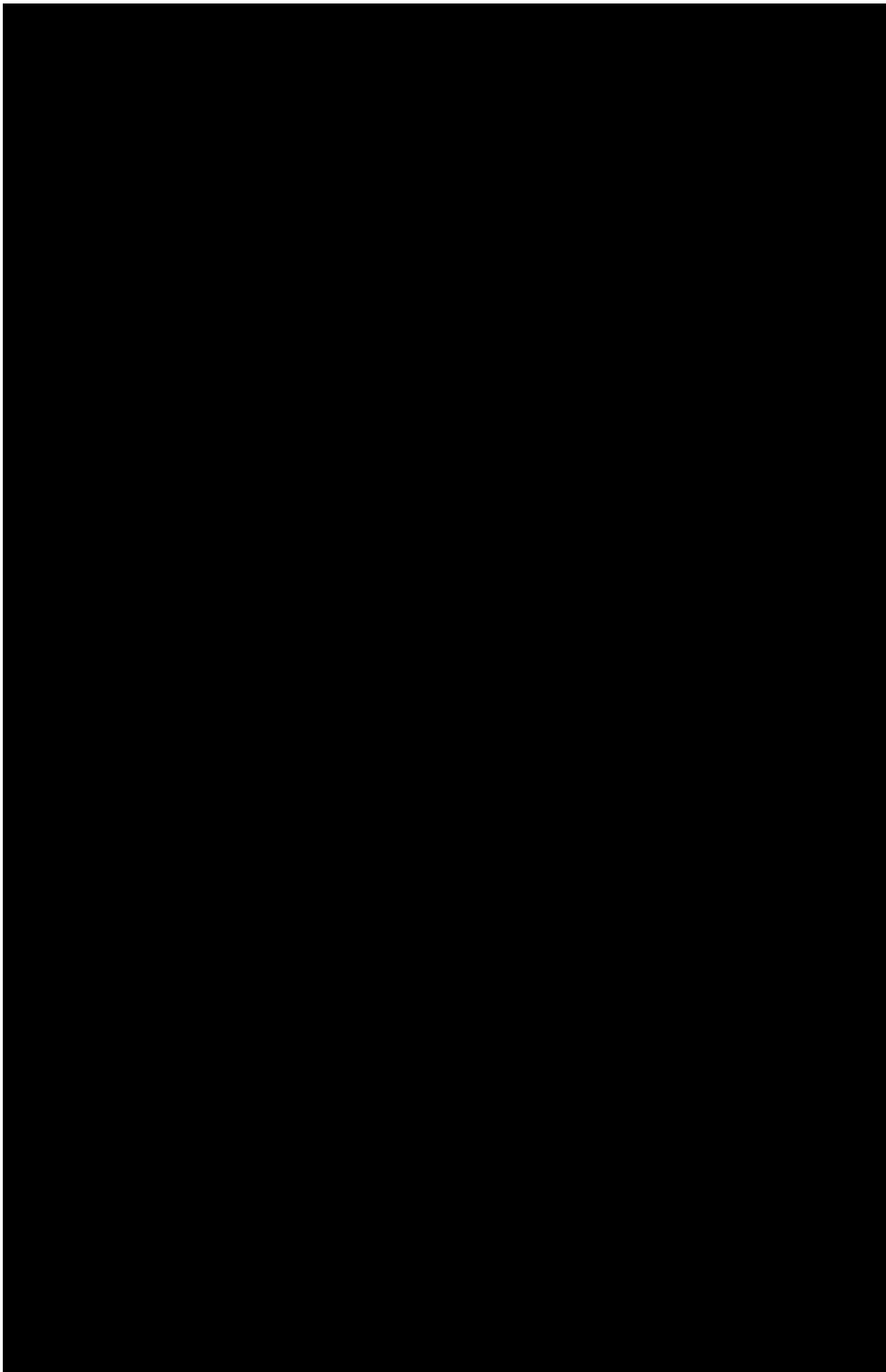


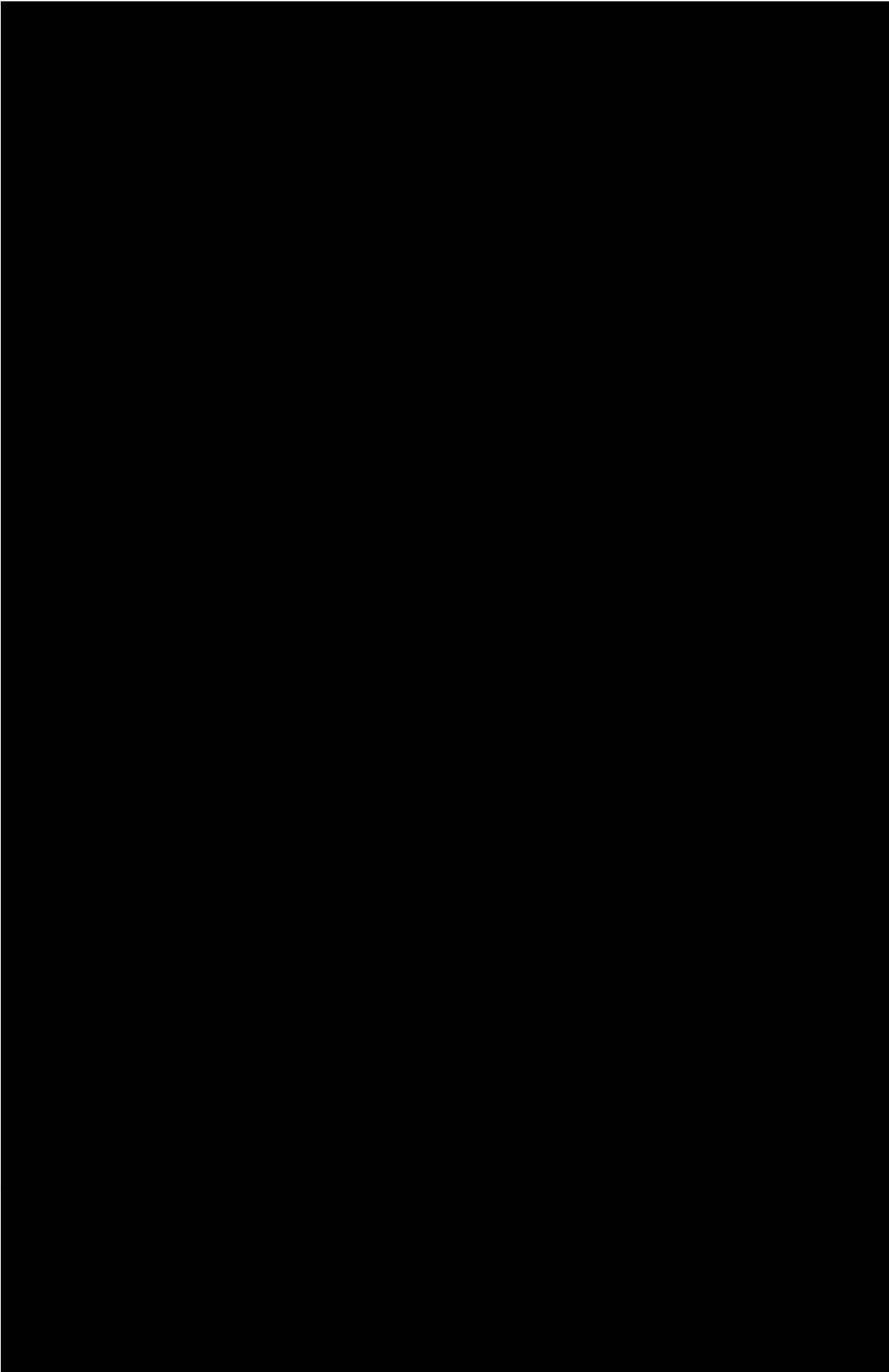


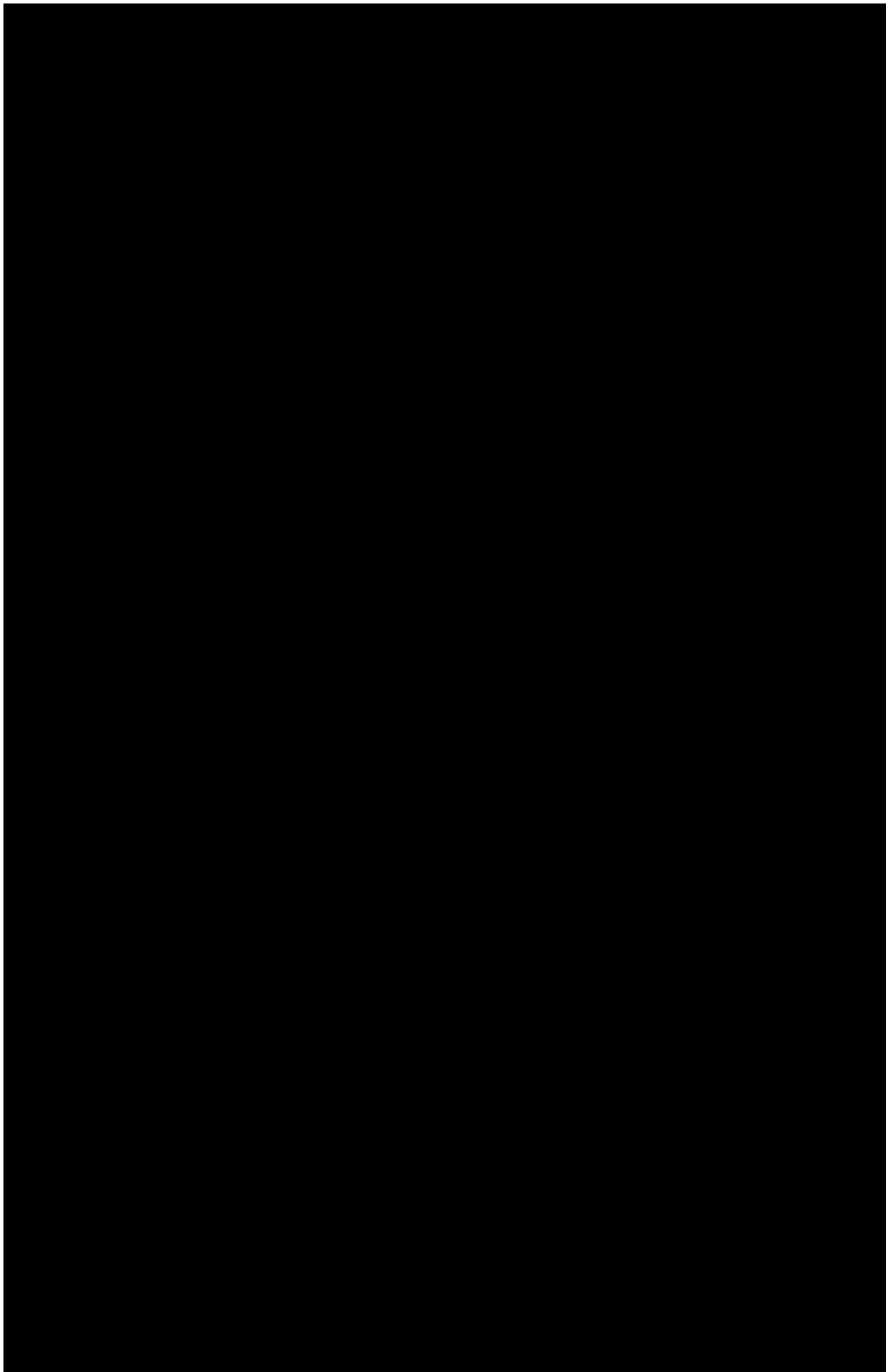
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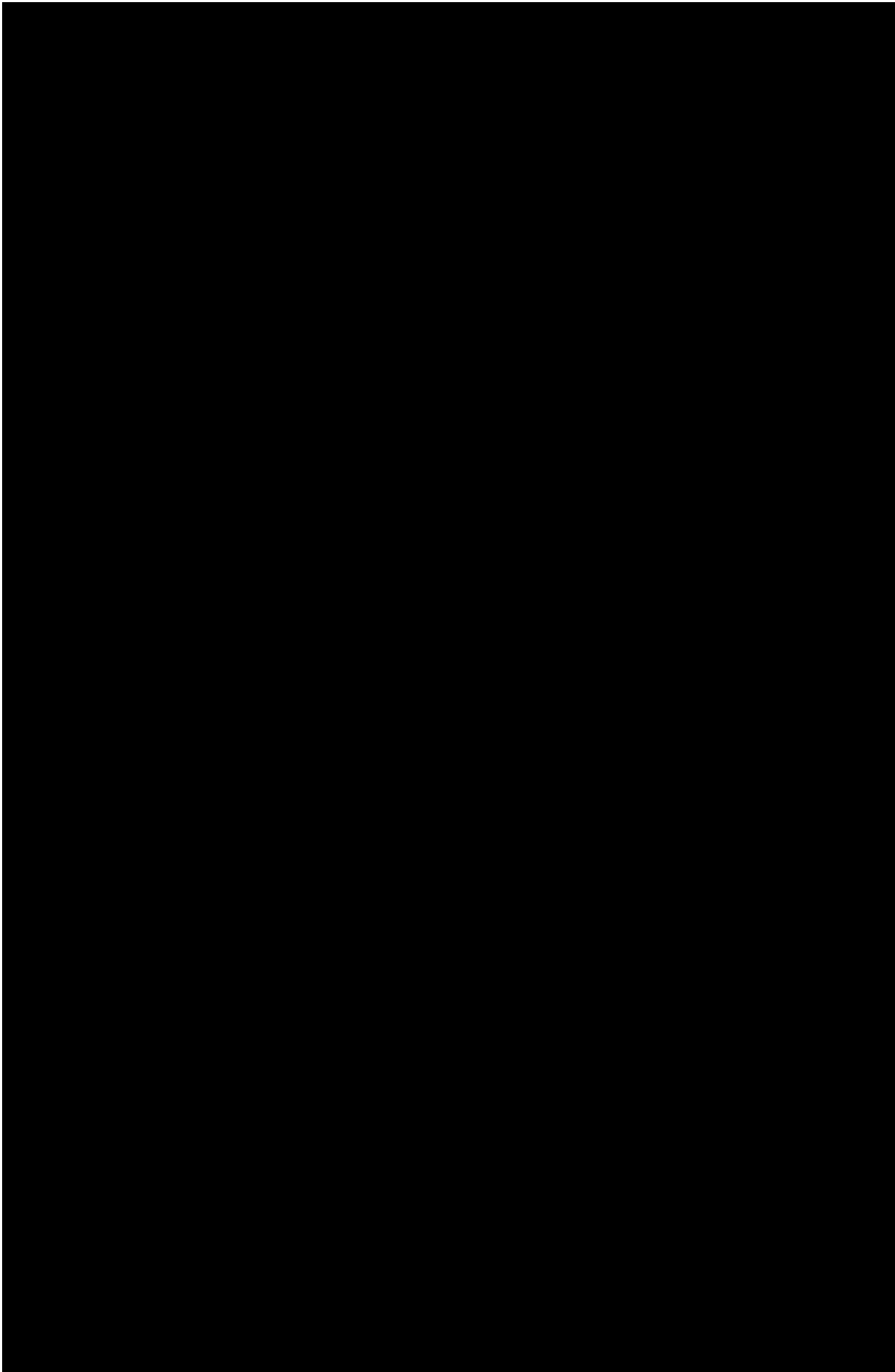


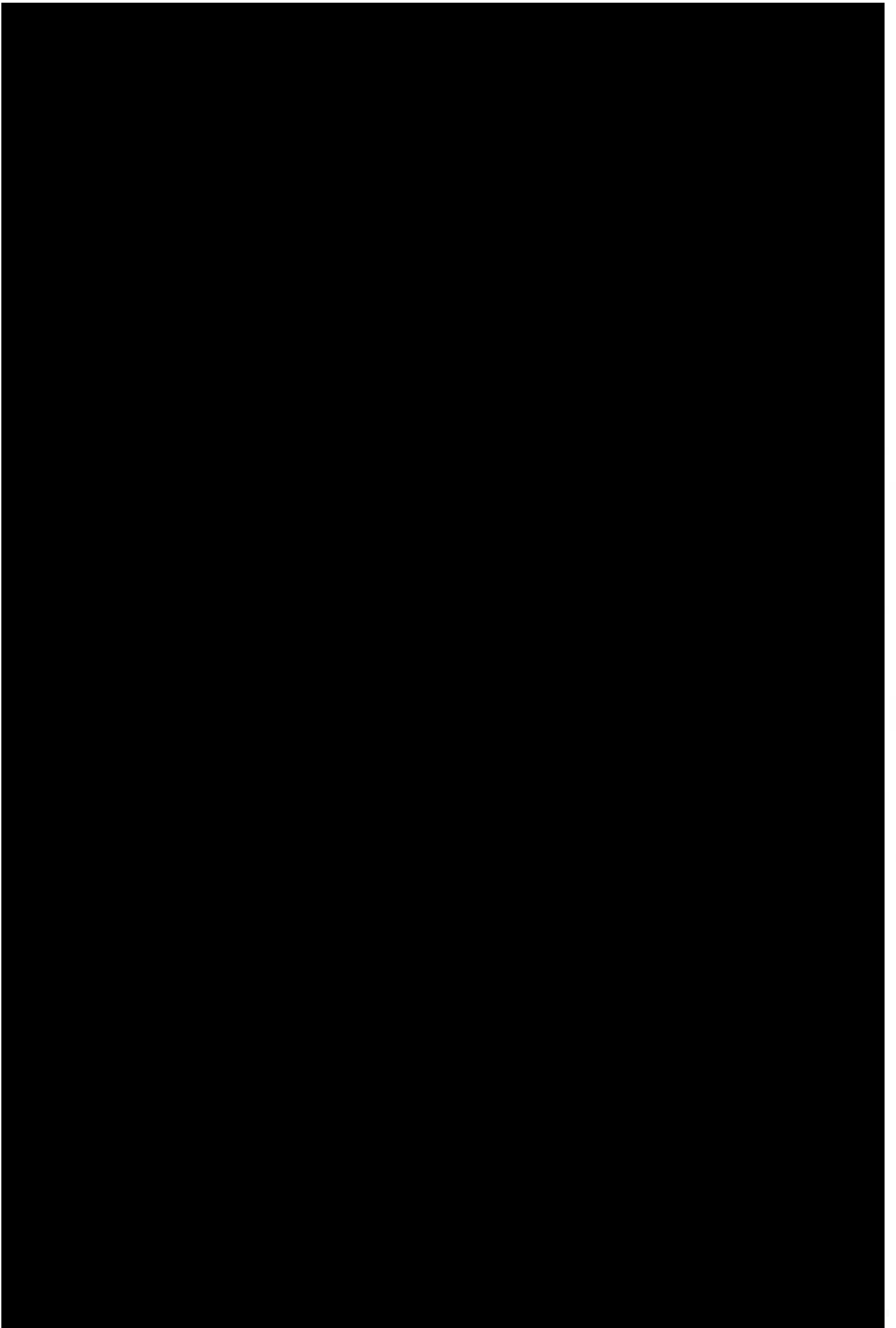




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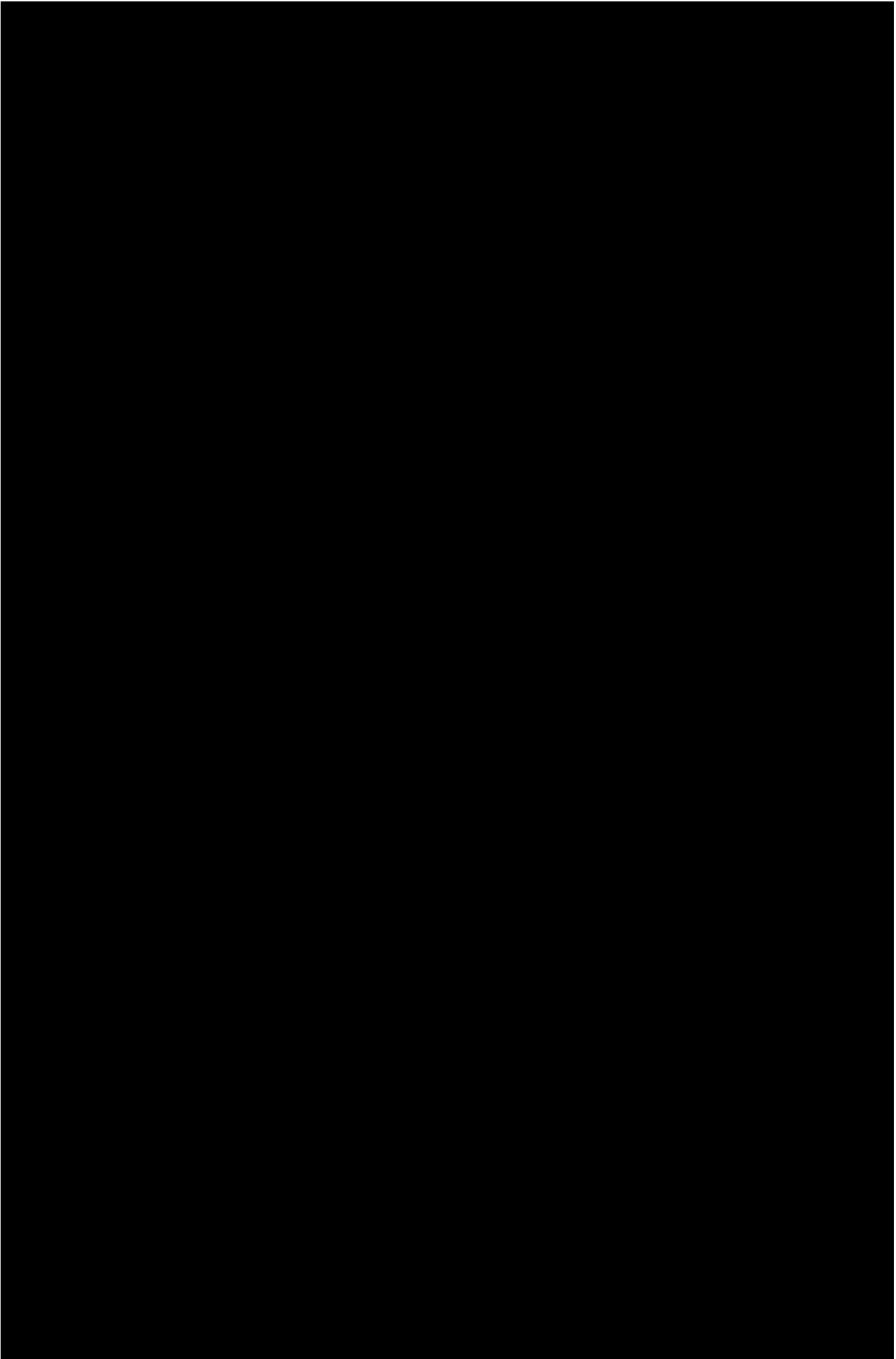


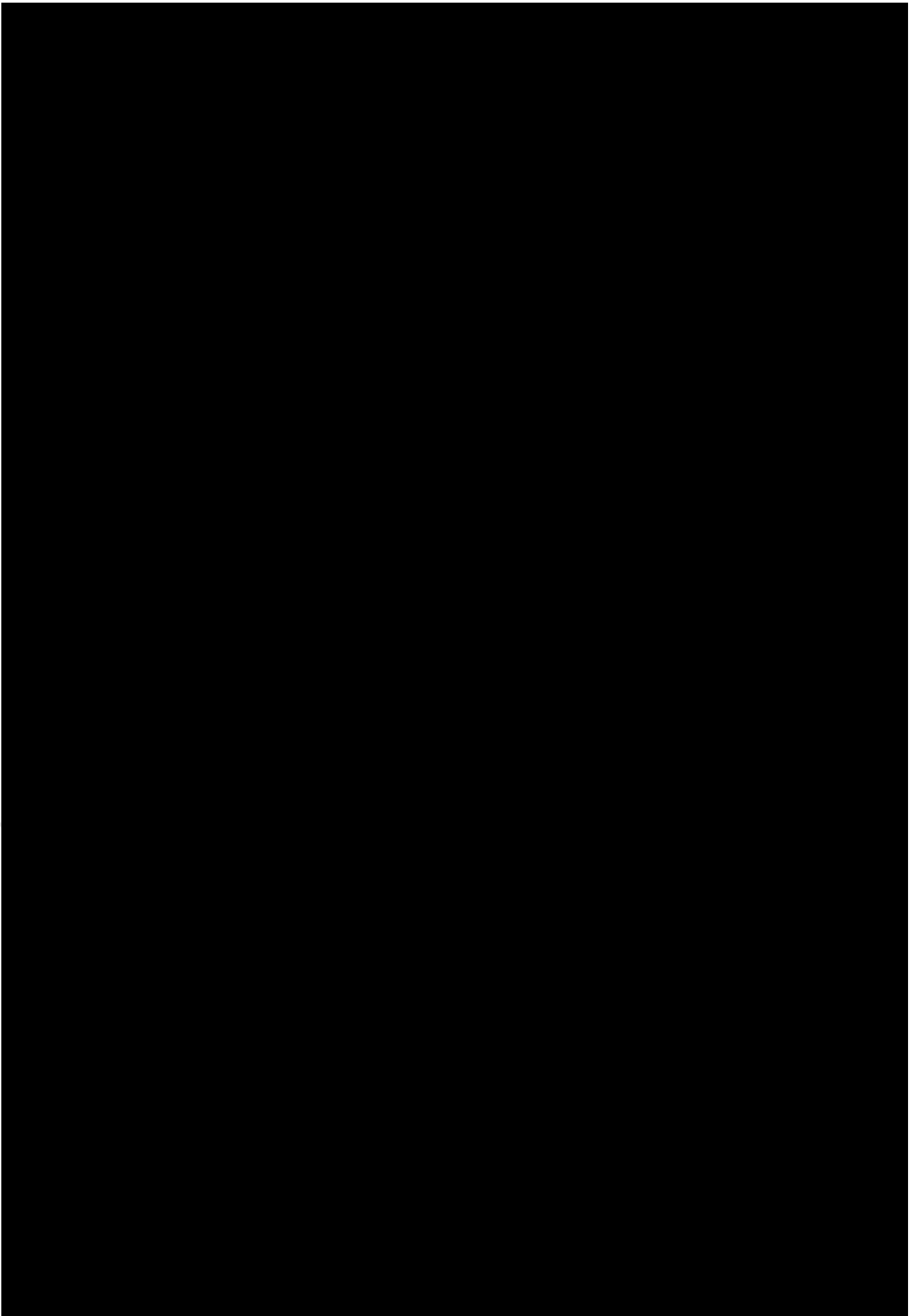
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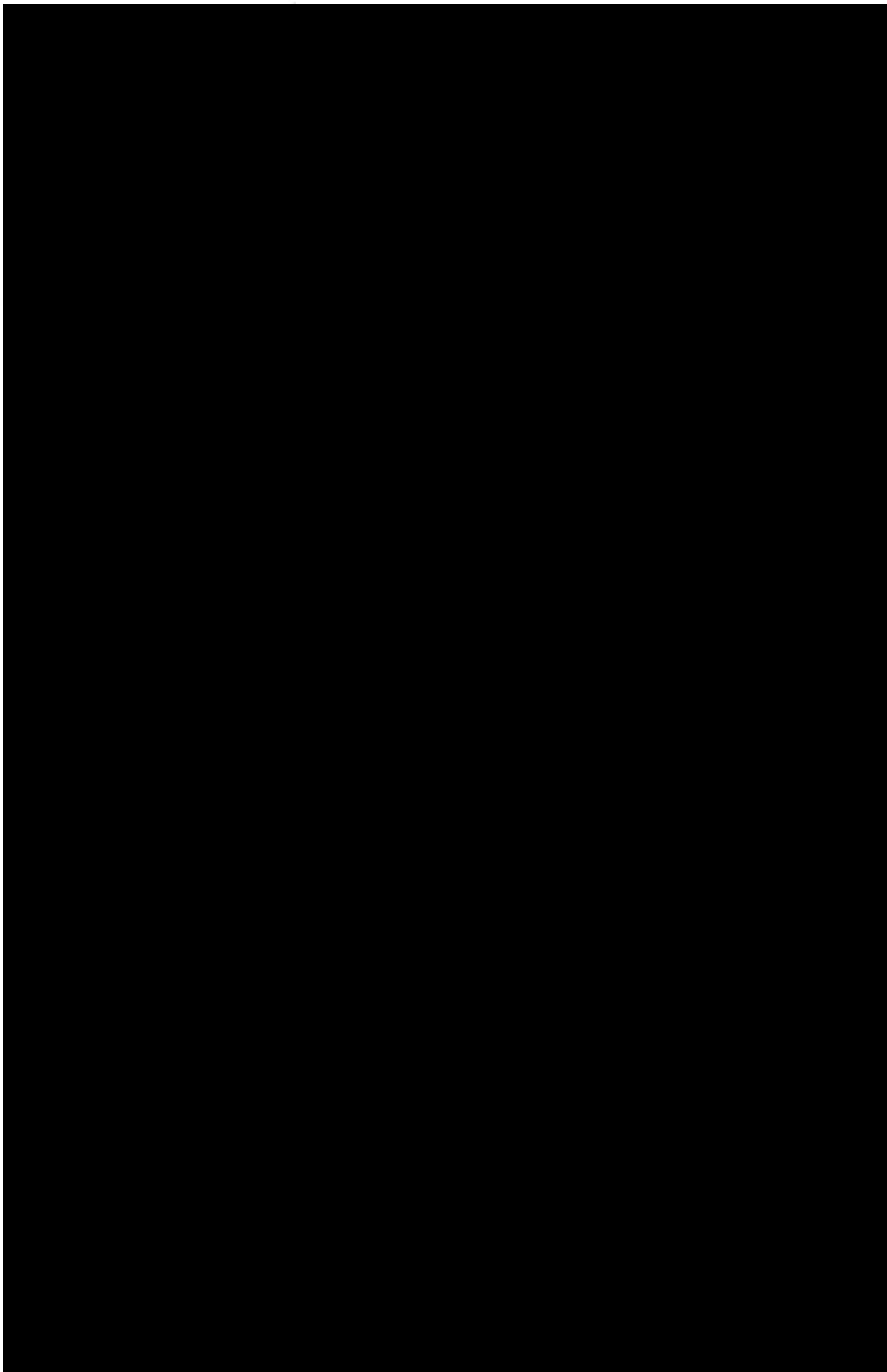
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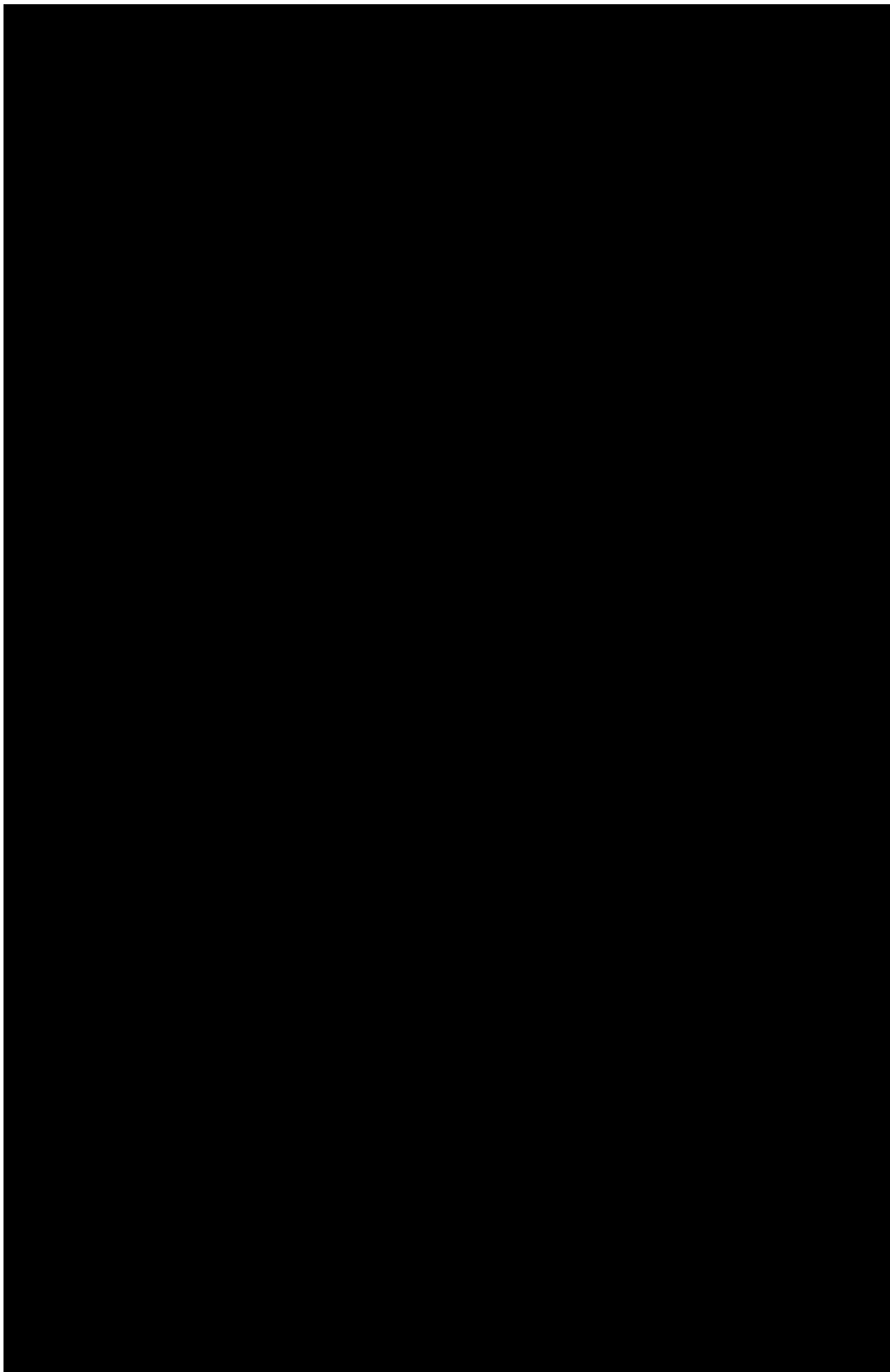
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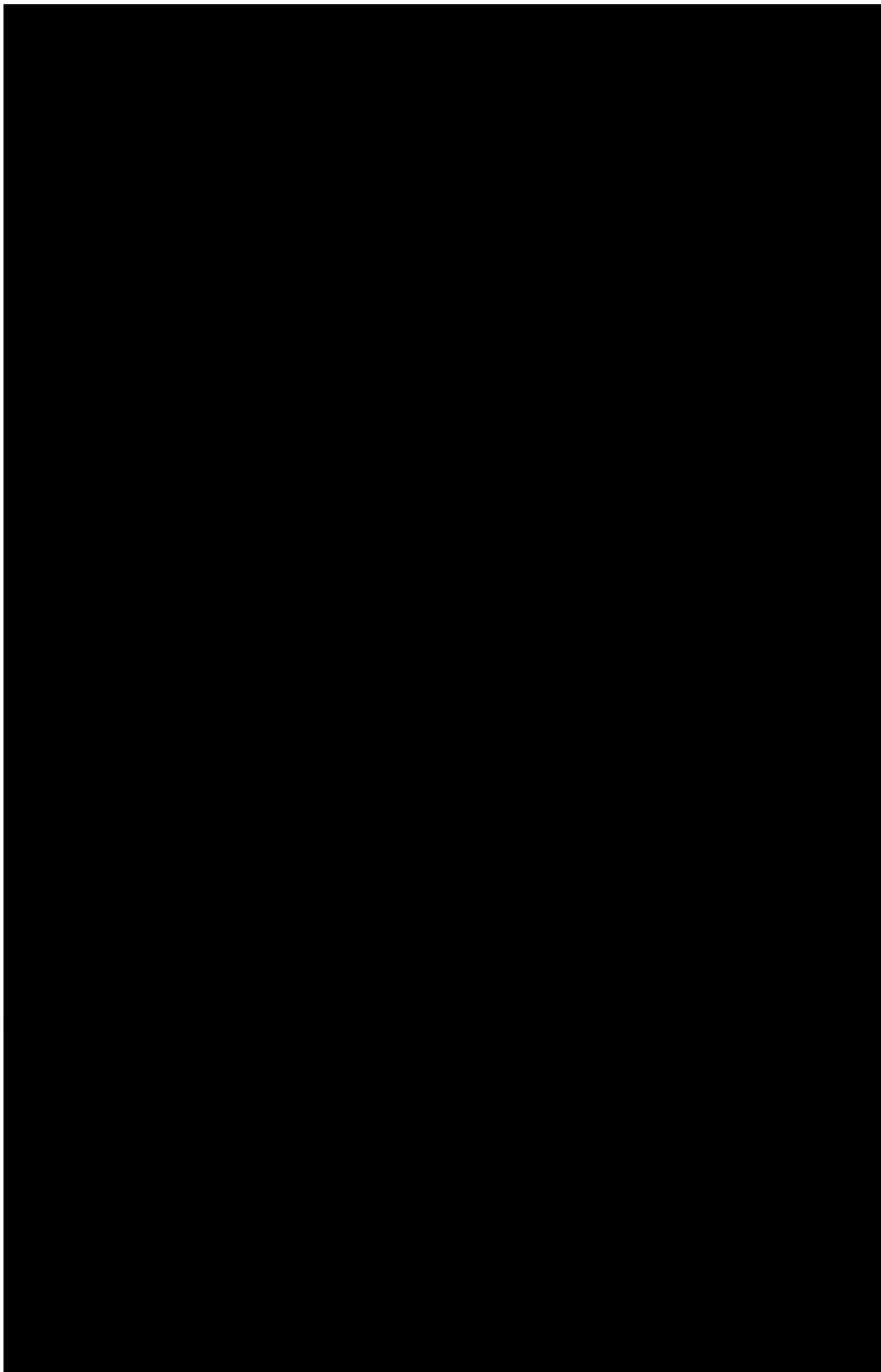
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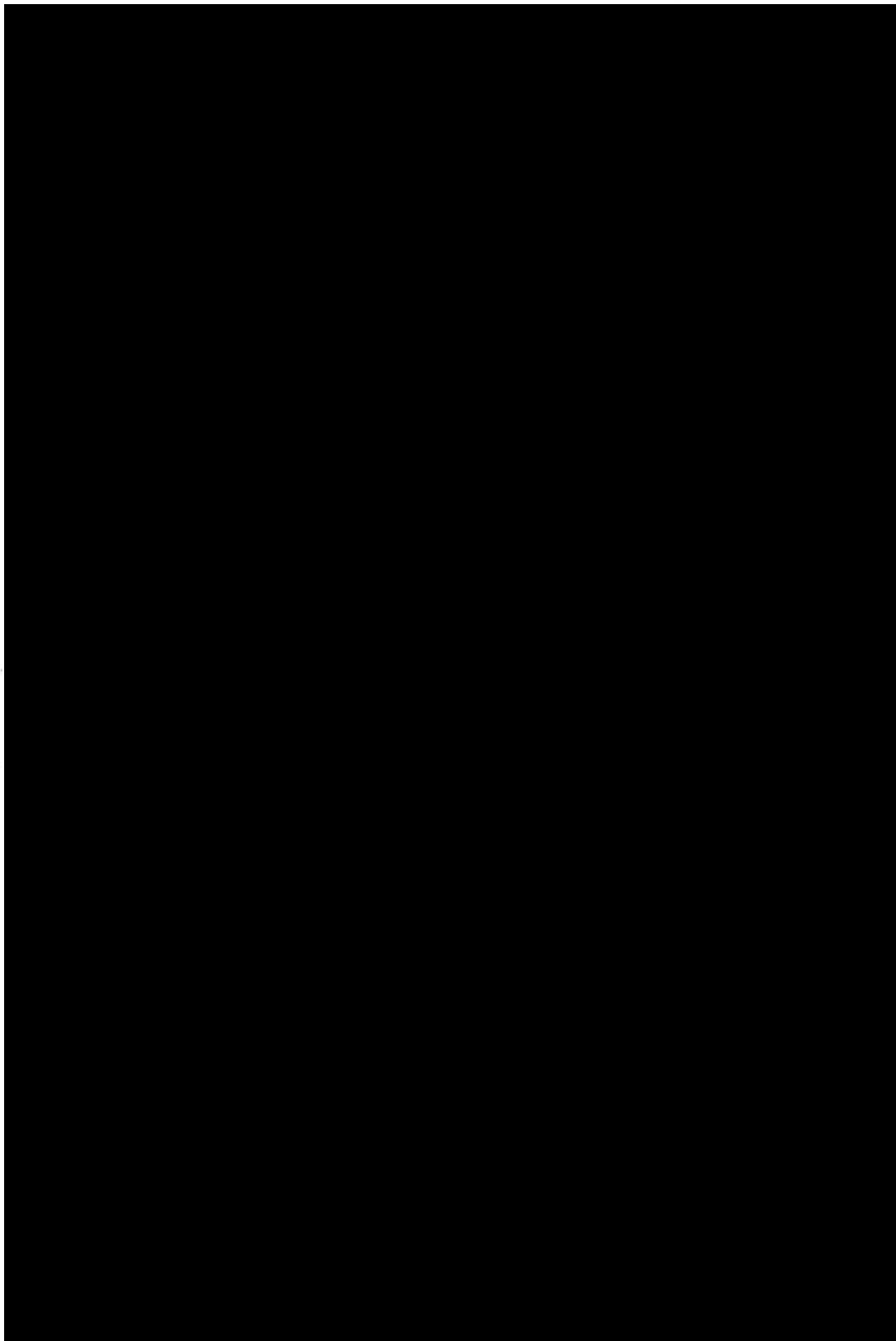


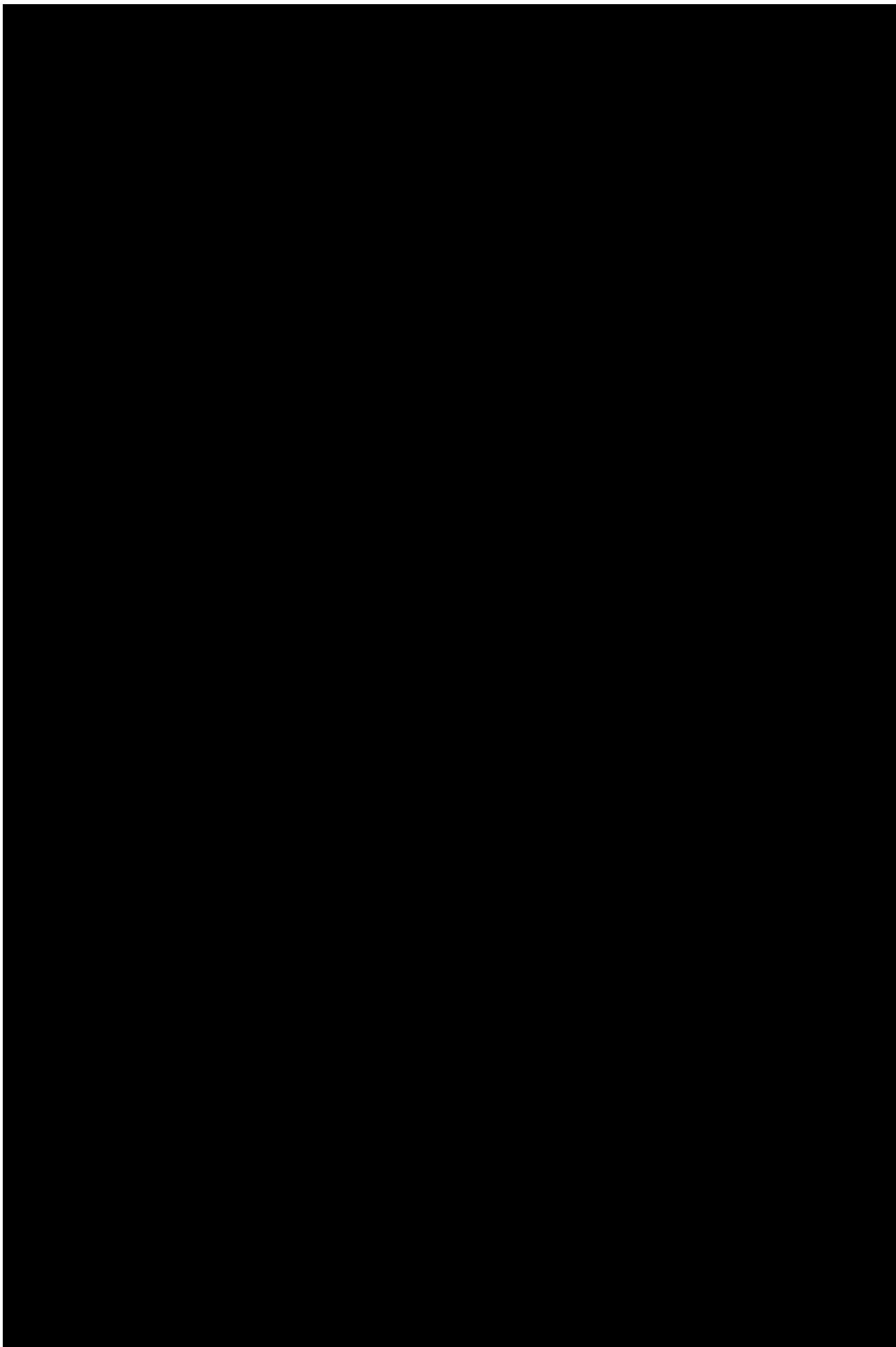


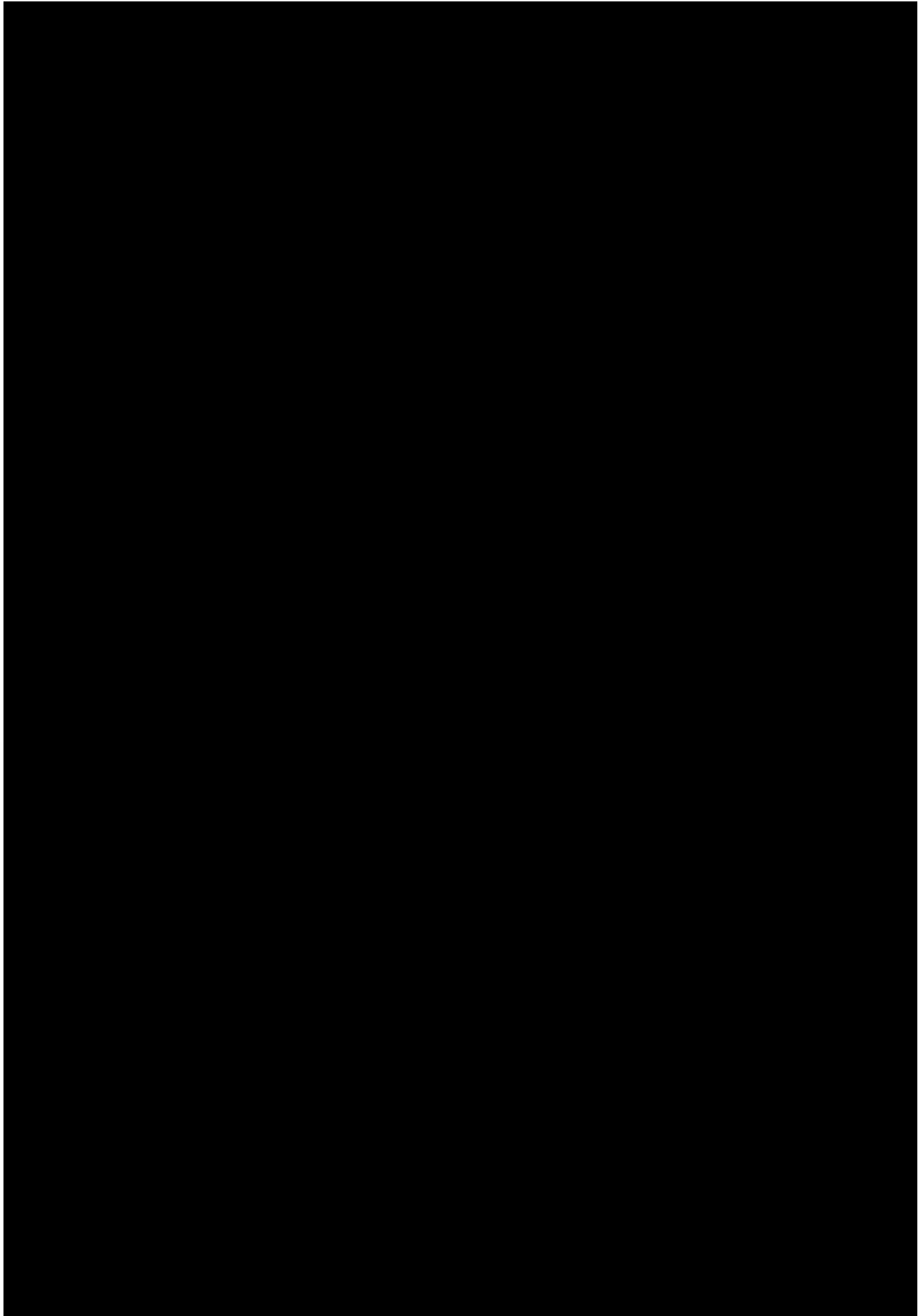


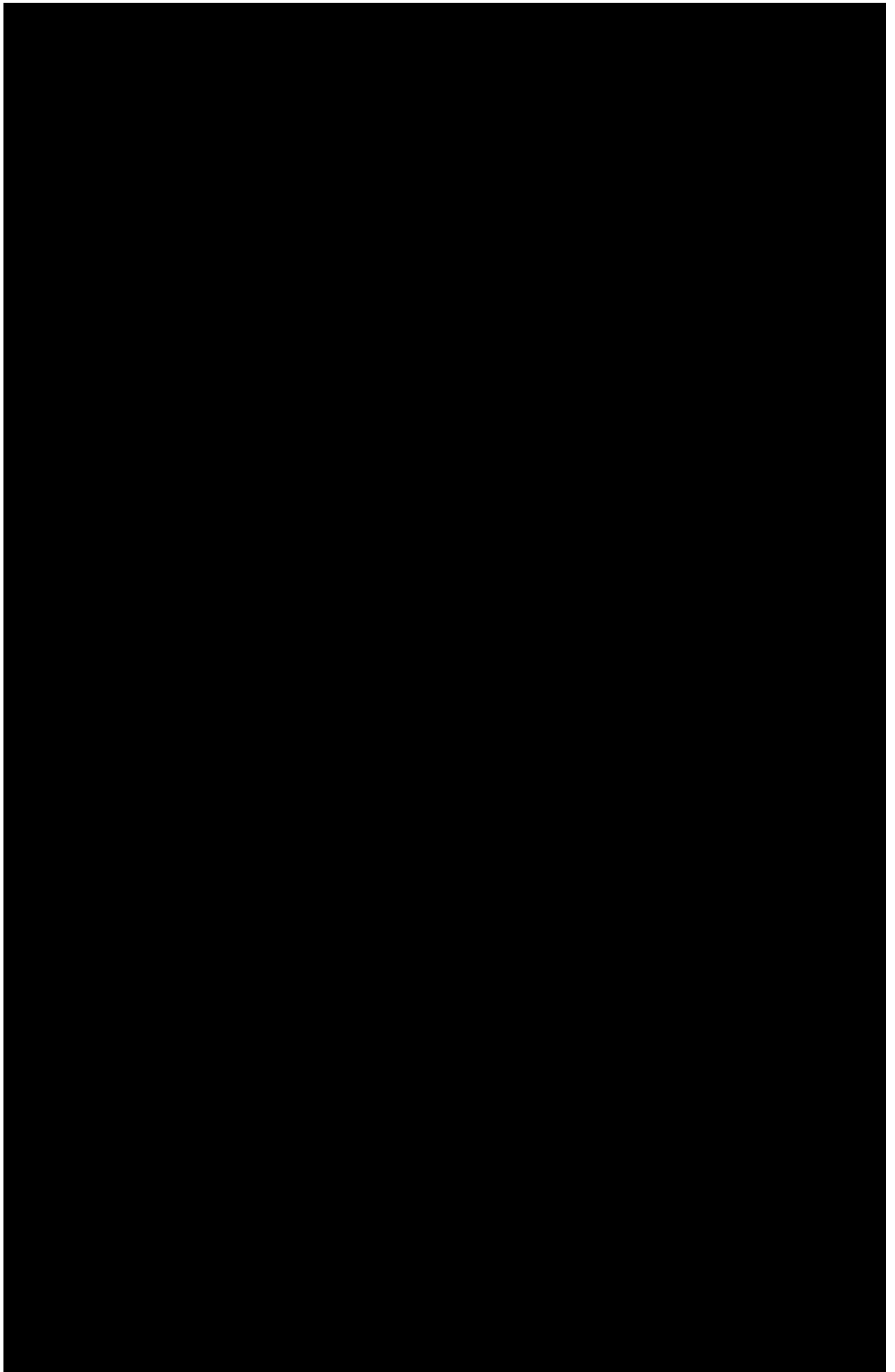


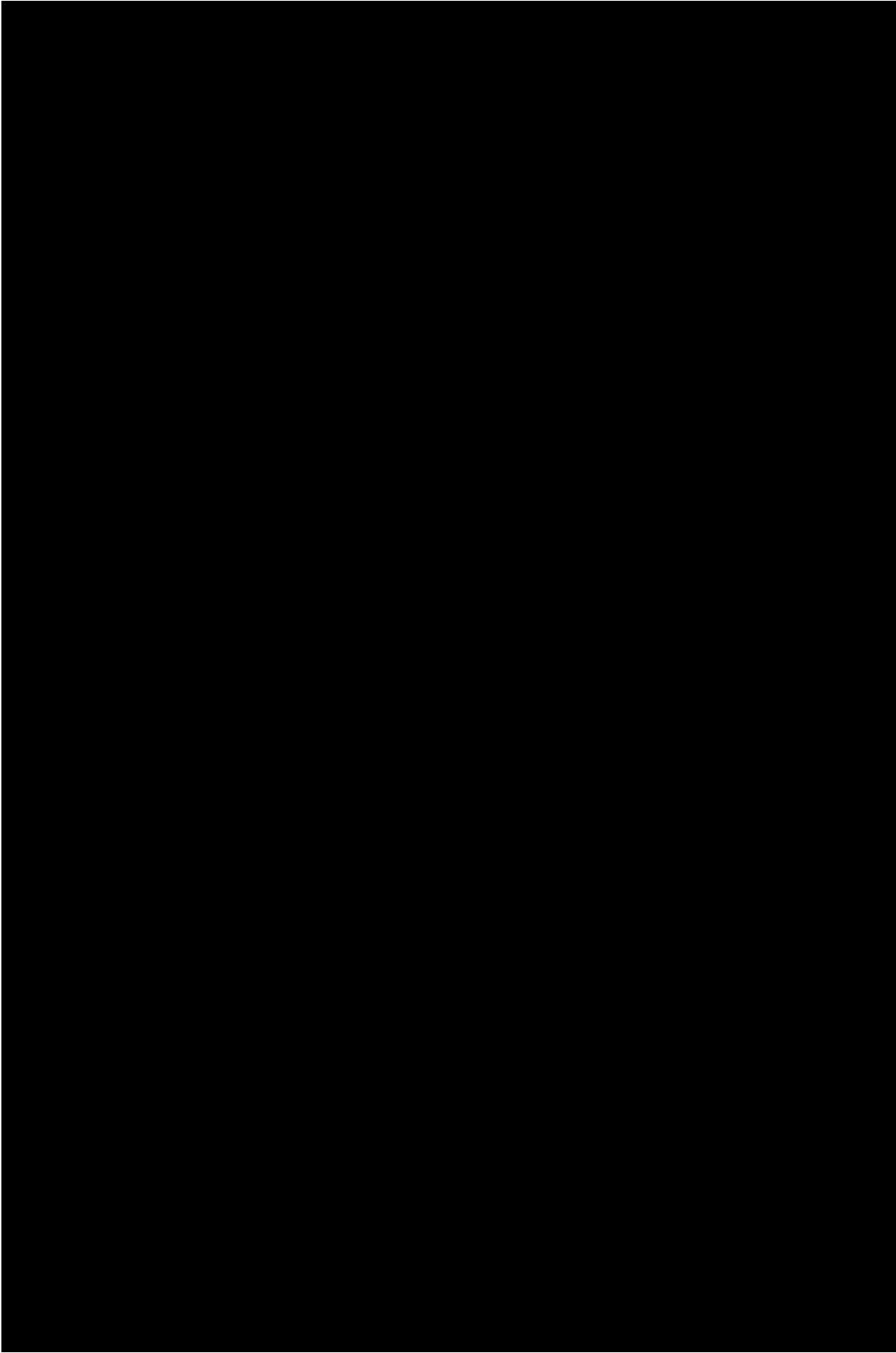


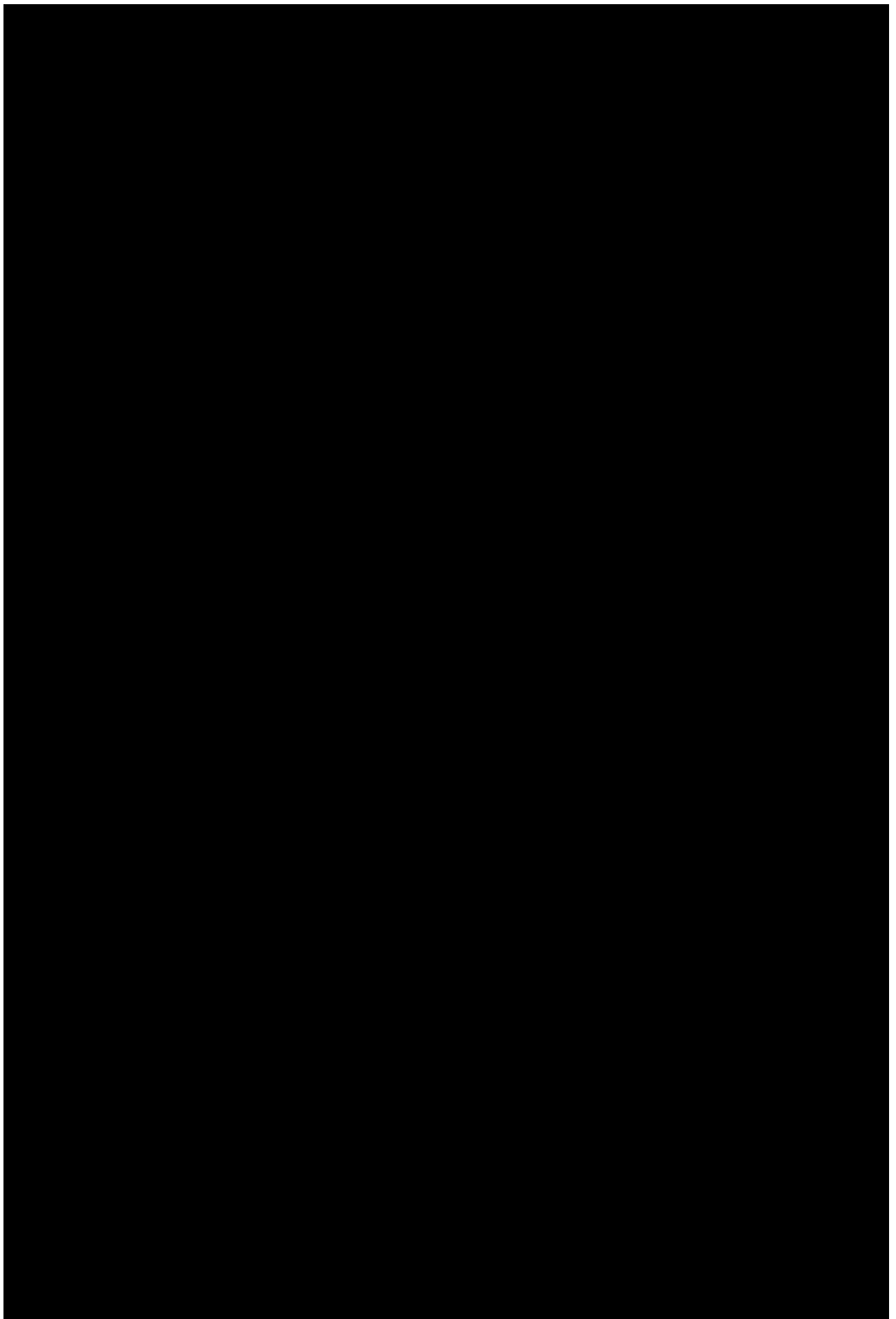












SCHEDULE D10

Early Occupation Licence

[REDACTED]

1. INTERPRETATION

1.1 Terms defined in deed

Unless defined in clause 1.2 of this Schedule D10, capitalised terms which are used in this Licence have the meaning set out in clause 1 of this deed.

1.2 Definitions

The following definitions apply in this Licence:

Commencing Date means [*insert*].

Early Occupation Area means the relevant Early Occupation Area identified in the Developer's notice pursuant to [REDACTED] of this deed.

Licence means the non-exclusive licence to occupy the Early Occupation Area granted by the Principal to the Developer under this deed on the terms set out in this Schedule D10.

Licence Fee means the amount of [REDACTED] for the Term.

Permitted Use means [*insert*].

RLA means the *Retail Leases Act 1994* (NSW).

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; and
- (b) the date of completion of the Contract for Sale applying to the Early Occupation Area.

1.3 Interpretation

- (a) Clauses 1.2 to 1.8 (inclusive) 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 Developer and the Developer accepts a non-exclusive licence to occupy the Early Occupation Area for the Term.

2.2 Licence Fee

- (a) The 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 Developer.
- (b) The Principal agrees that the Developer may permit the 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 Developer or any of the 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 Developer acknowledges that the Principal and the Principal's Associates will be entitled to enter the Early Occupation Area in accordance with clause 8.7 (*Principal's right of entry to the Construction Site*), clause 24.4(b) (*access for the Principal*) and clause 30.9 (*Principal's rights after termination*) of this deed.
- (e) The Principal must, when exercising its rights under clause 8.7 (*Principal's right of entry to the Construction Site*), clause 24.4(b) (*access for the Principal*) and clause 30.9 (*Principal's rights after termination*) of this deed, do so (and must ensure that any person authorised by the Principal does so) in a manner that does not interfere with the Developer and the Developer's Associates' use of the Early Occupation Area.

3. LICENSEE'S OBLIGATIONS

3.1 General obligations

During the Term, the Developer must:

- (a) without limiting clause 3.1(c) of this Schedule D10, only use the Early Occupation Area for the Permitted Use;
- (b) procure all Approvals required to occupy and use the Early Occupation Area for the Permitted Use;
- (c) 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;
- (d) keep the relevant parts of the Early Occupation Area at all times in a clean, tidy and good condition and repair;
- (e) pay all costs which are required to be paid under the Management Statement in respect of the Early Occupation Area during the Term;
- (f) 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;

- (g) allow the Principal or the Principal's Associates to enter and inspect the Early Occupation Area in accordance with clause 8.7 (*Principal's right of entry to the Construction Site*) of this deed; and
- (h) comply with the 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.

3.2 Utilities

The Developer is responsible for paying all costs associated with the usage and supply charges of all utility services which are provided to the Early Occupation Area during the Term.

3.3 Prohibitions on the Developer

The Developer must not until the date of completion of the Contract for Sale applying to the Early Occupation Area:

- (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 for the Permitted Use;
- (b) subject to clause 7.2 of this Schedule D10, 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 damage to the Environment in the Early Occupation Area;
- (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; or
- (f) use the Early Occupation Area for residential purposes.

4. RISK AND LIABILITY

4.1 The Developer's risk

The 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 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 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 Developer is required to effect under this Licence, the 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 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 Developer, remedy the Developer's non-compliance at the 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) of this Schedule D10 as a debt due and payable from the Developer to the Principal.

6. **THE RETAIL LEASES ACT**

- (a) The parties acknowledge and agree that the RLA **Opt**[does or does not apply] to this Licence.
- (b) If the RLA does not apply, the Developer warrants that it will not use the Premises in a way that causes or contributes to the RLA applying to this Licence.

[Drafting note: This provision to be reviewed once the Permitted Use is determined.]

7. **GENERAL**

7.1 **Disputes**

The parties agree that any Dispute in relation to this Licence will be resolved in accordance with the Dispute Procedure.

7.2 **Permission to sub-licence**

The Principal consents to the Developer entering into a sub-licence of this Licence provided that:

- (a) the sublicensee agrees not to do anything which will result in the Developer and the Developer's Associates being in breach of this Licence and this deed; and
- (b) the sub-licence terminates on the termination of this Licence.

7.3 **No Warranty as to Permitted Use**

The Principal makes no warranty or representation that the Early Occupation Area is fit or suitable for the Permitted Use.

7.4 **GST**

The provisions of clause 27 (*GST*) of this deed (with the necessary changes) apply to this Licence as if they had been set out in full.

7.5 **Notices**

The provisions of clause 37 (*Notices*) of this deed (with the necessary changes) apply to this Licence as if they had been set out in full.

7.6 **General**

The provisions of clause 38 (*General*) of this deed (with the necessary changes) apply to this Licence as if they had been set out in full.

7.7 **Interdependency**

The parties acknowledge and agree that if this deed is terminated or comes to an end, this Licence will automatically terminate.



Crows Nest Station Development Over Station Development

Project Delivery Agreement (Development Lot A) –
Schedules

Part E (Financial)

Contract No: 505A

Sydney Metro

ABN 12 354 063 515

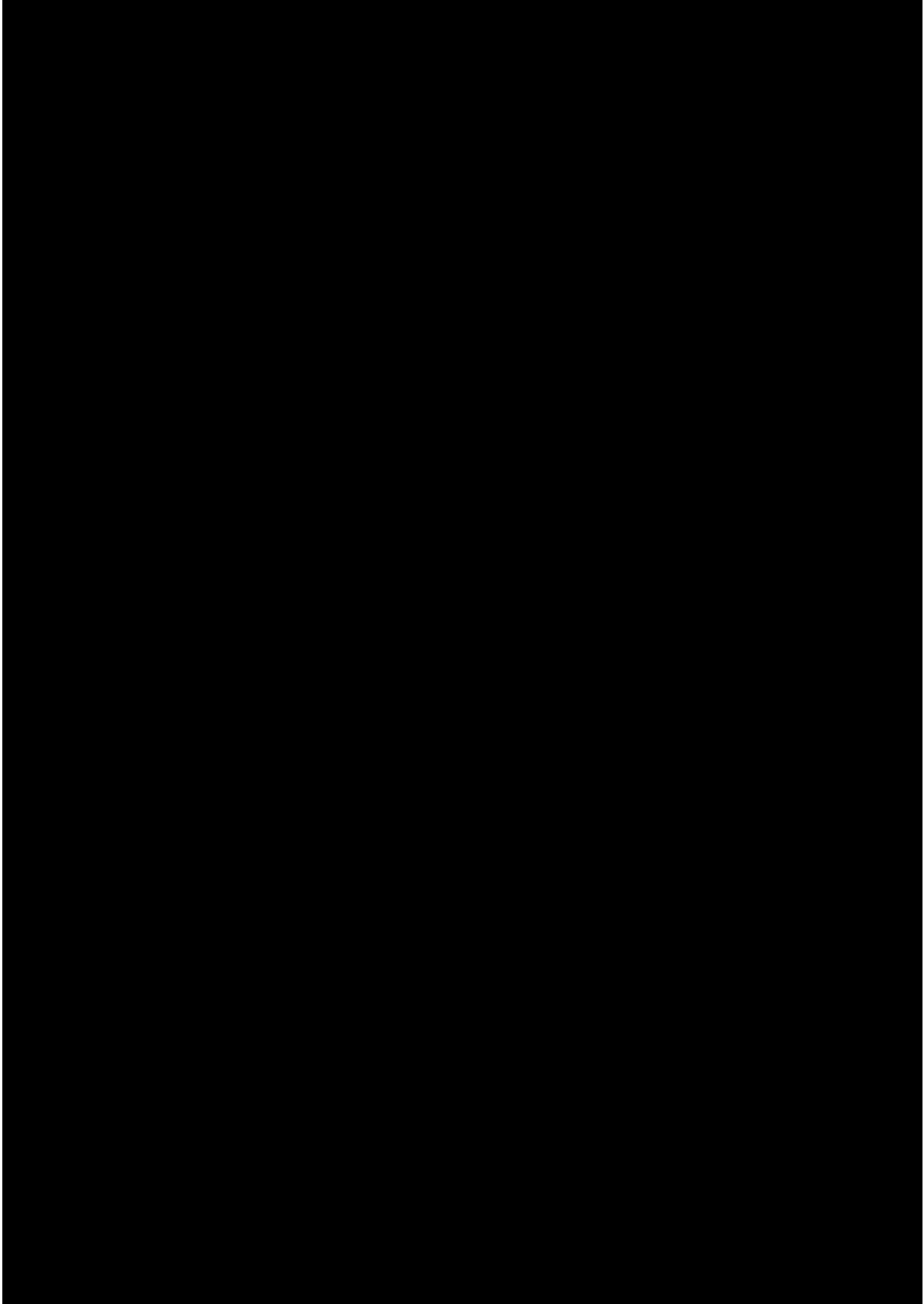
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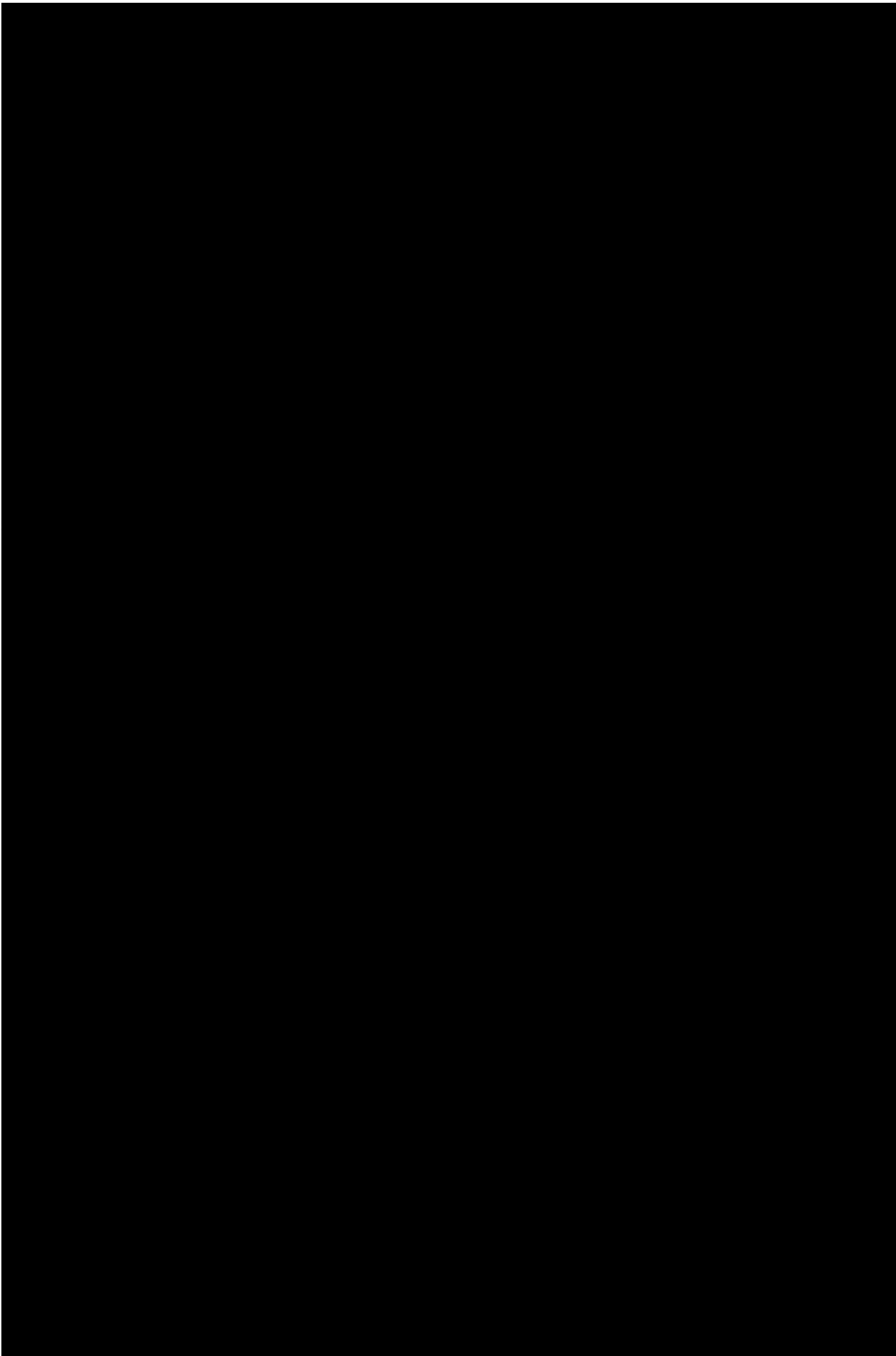
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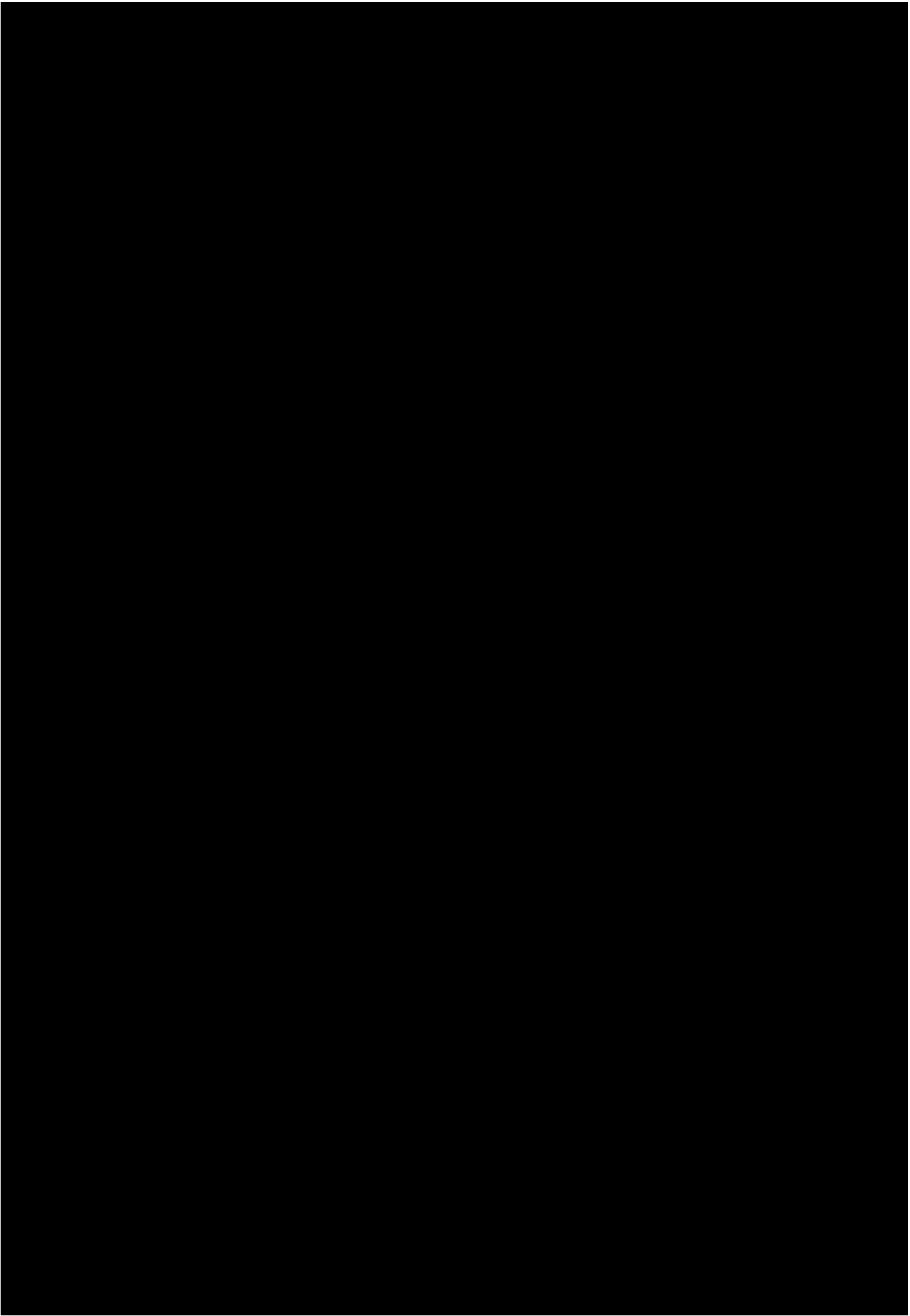
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SCHEDULE E1

Termination Payment Schedule



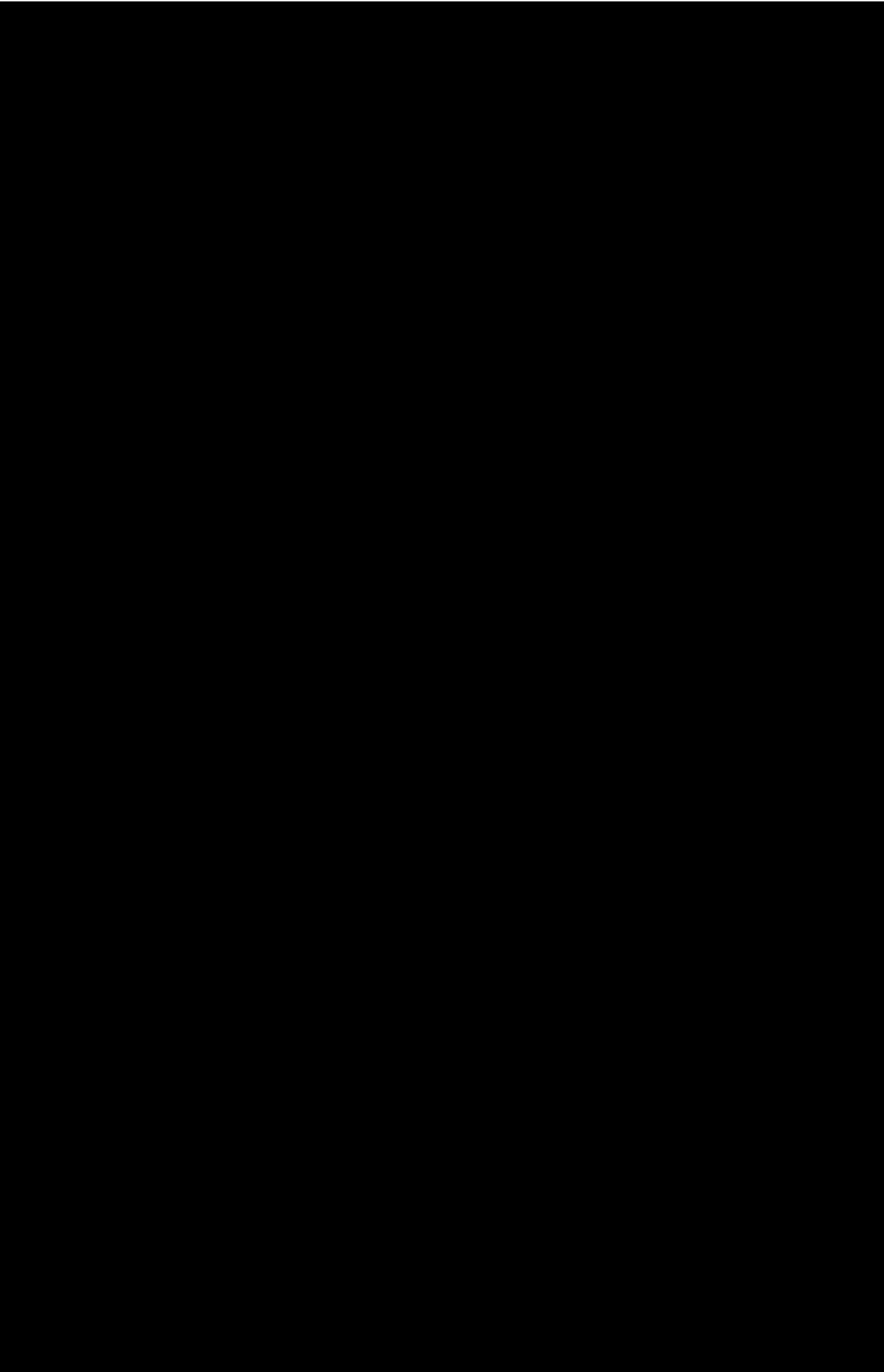




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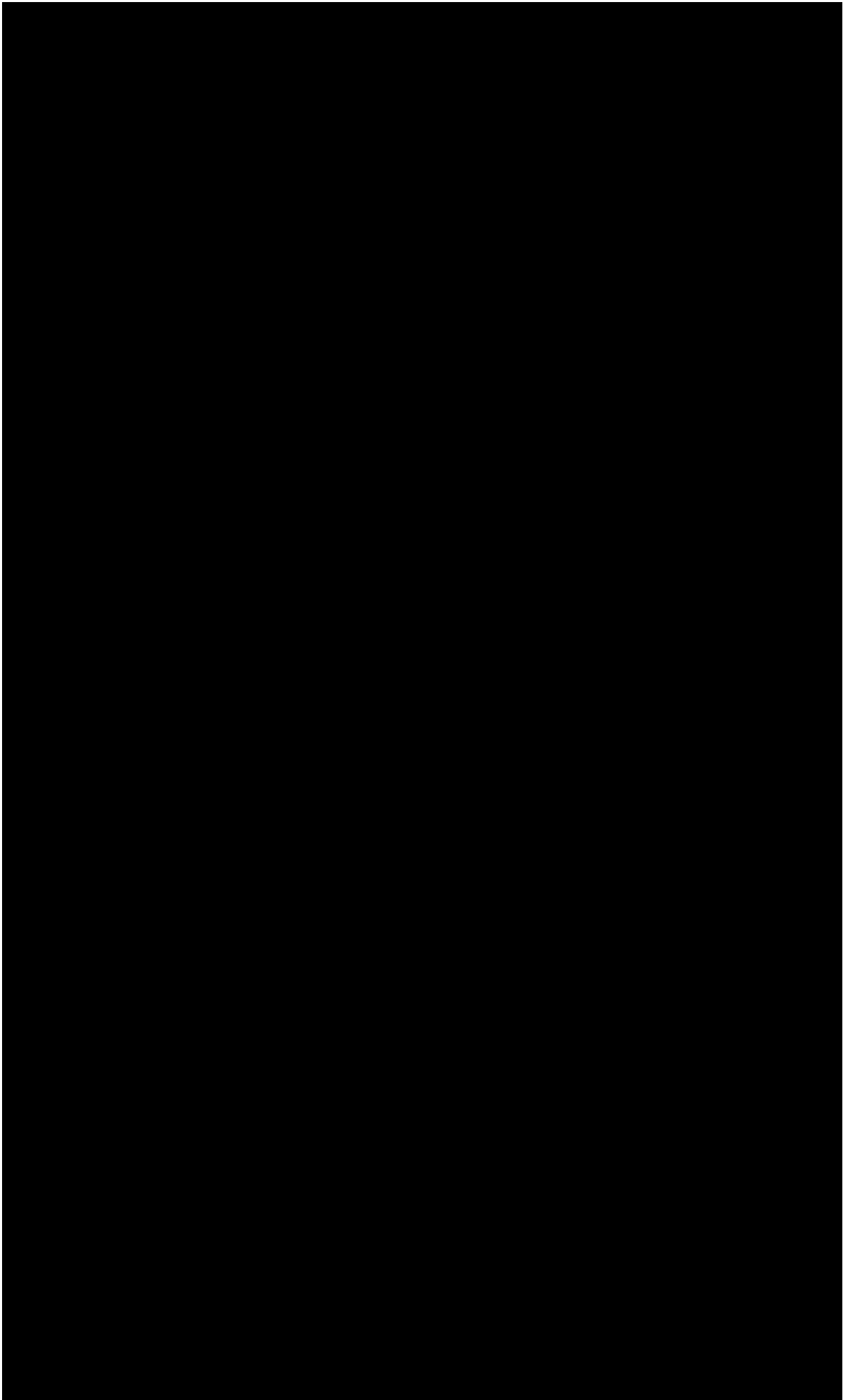
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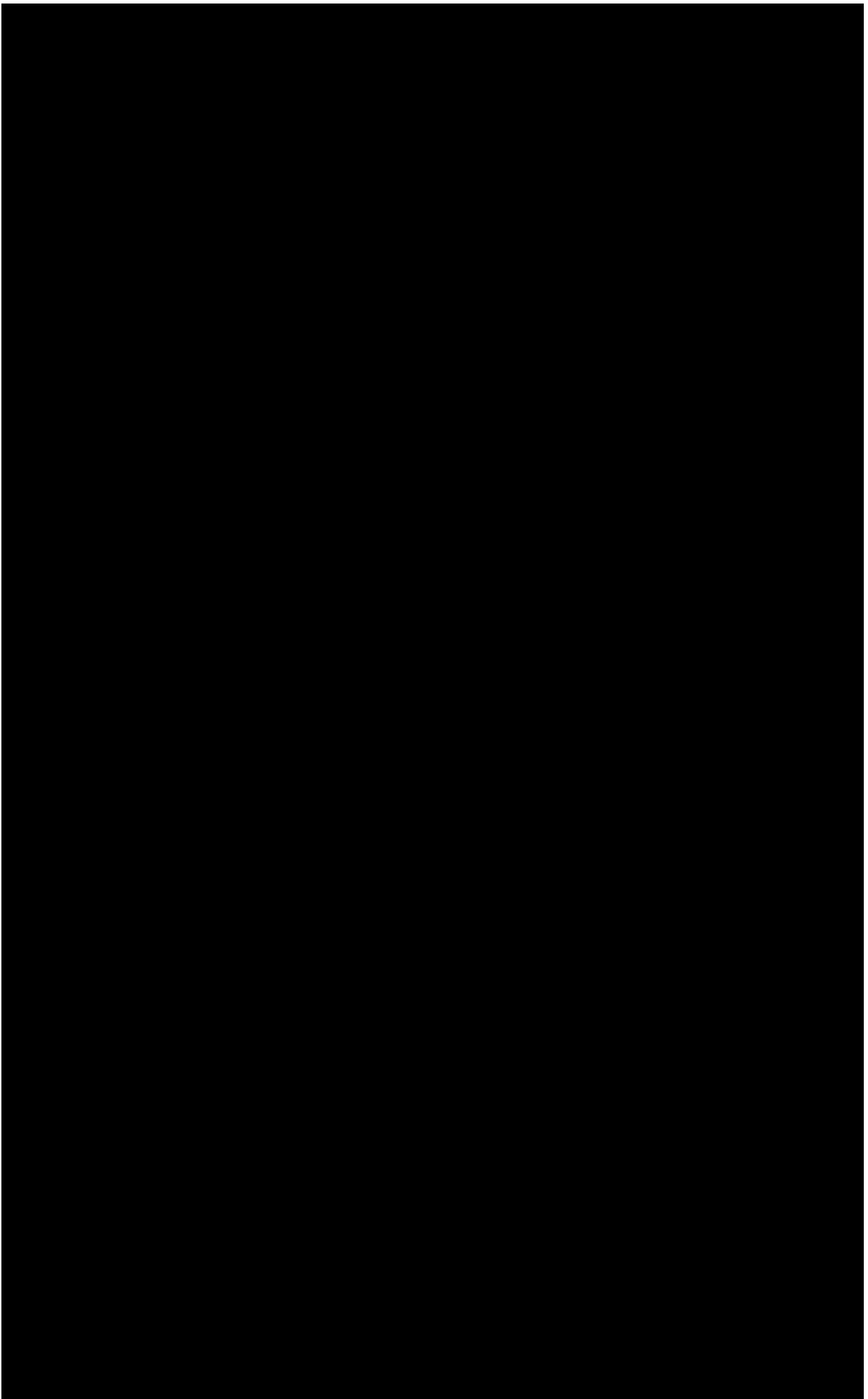


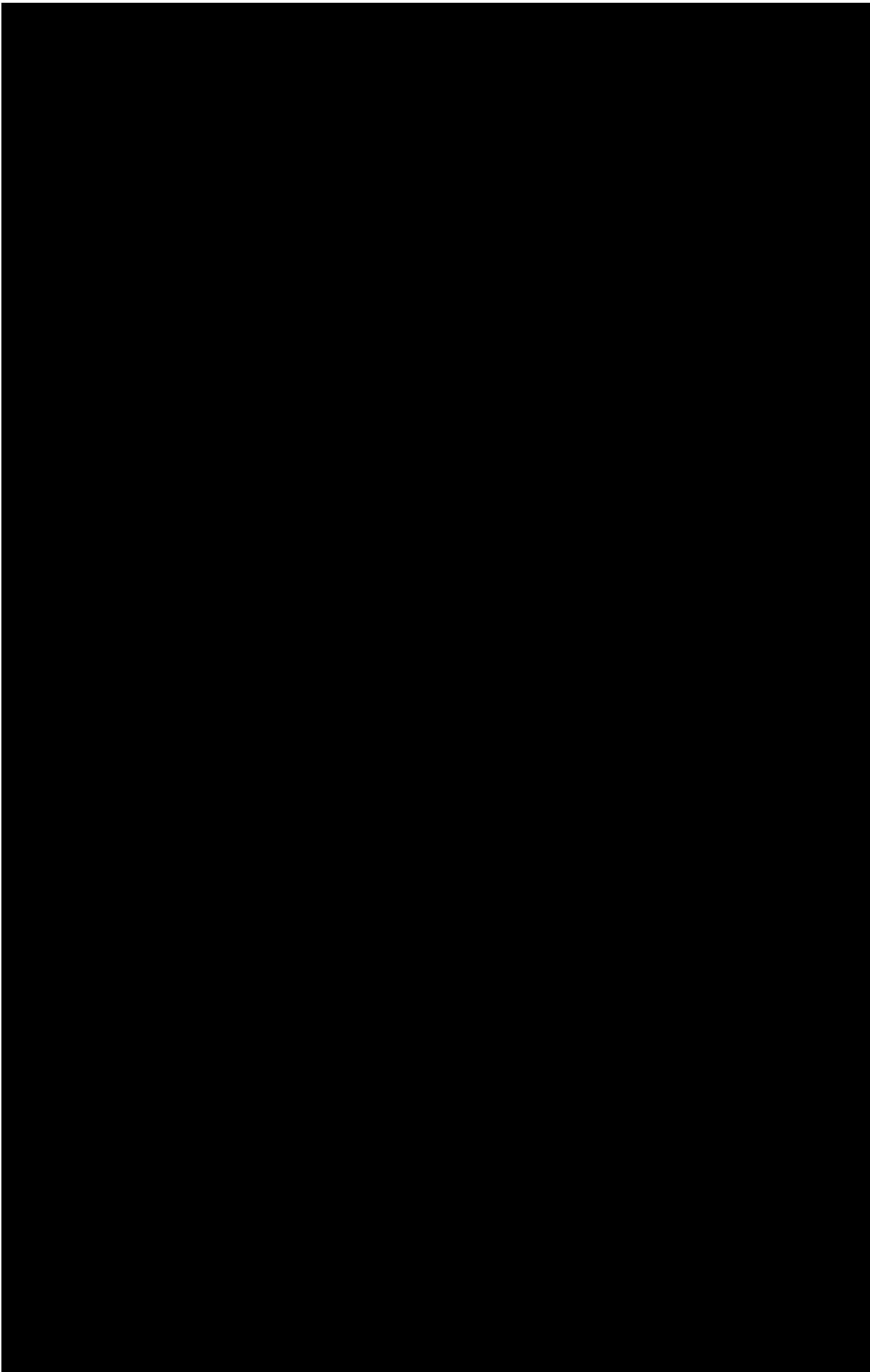


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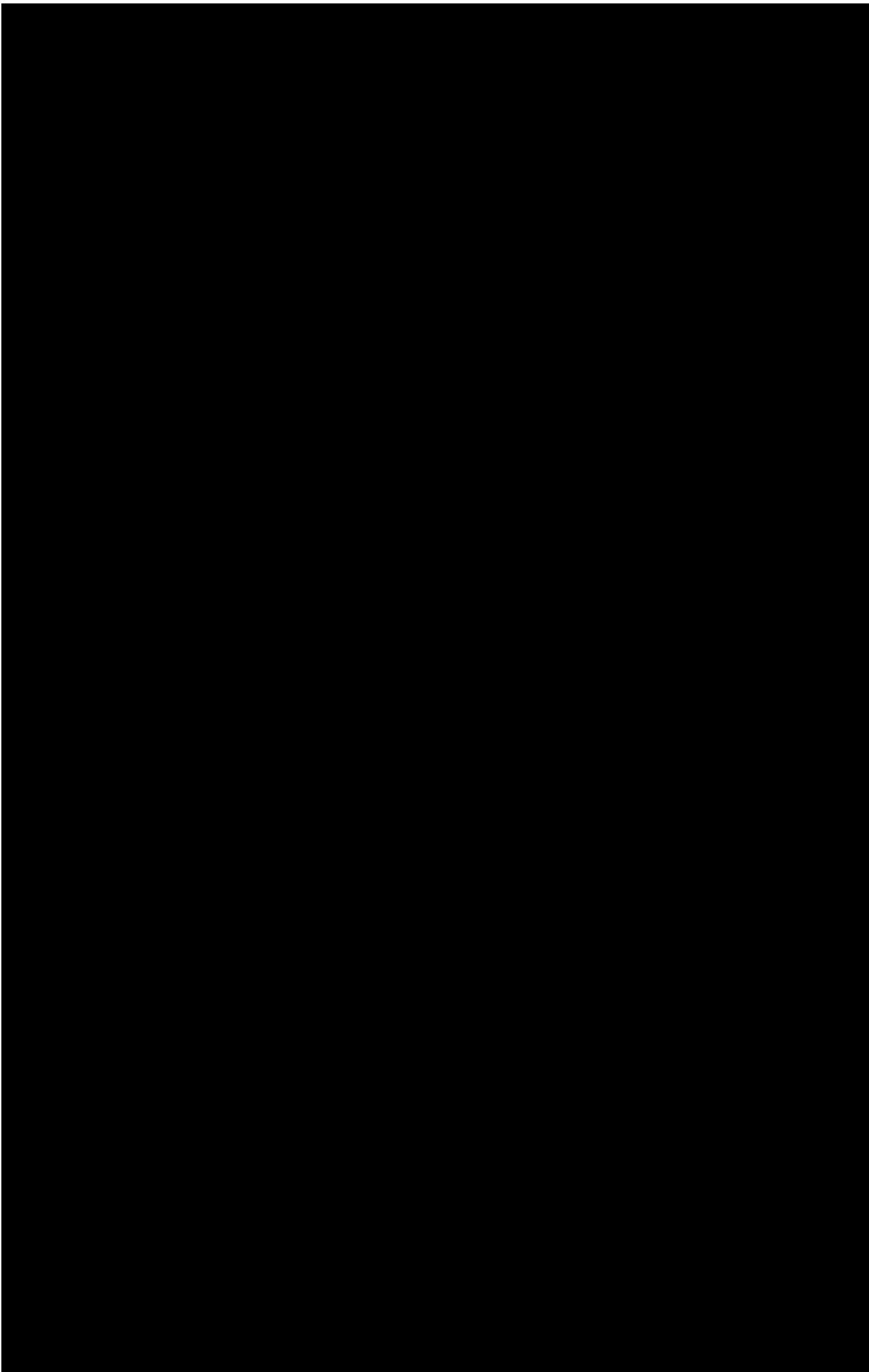






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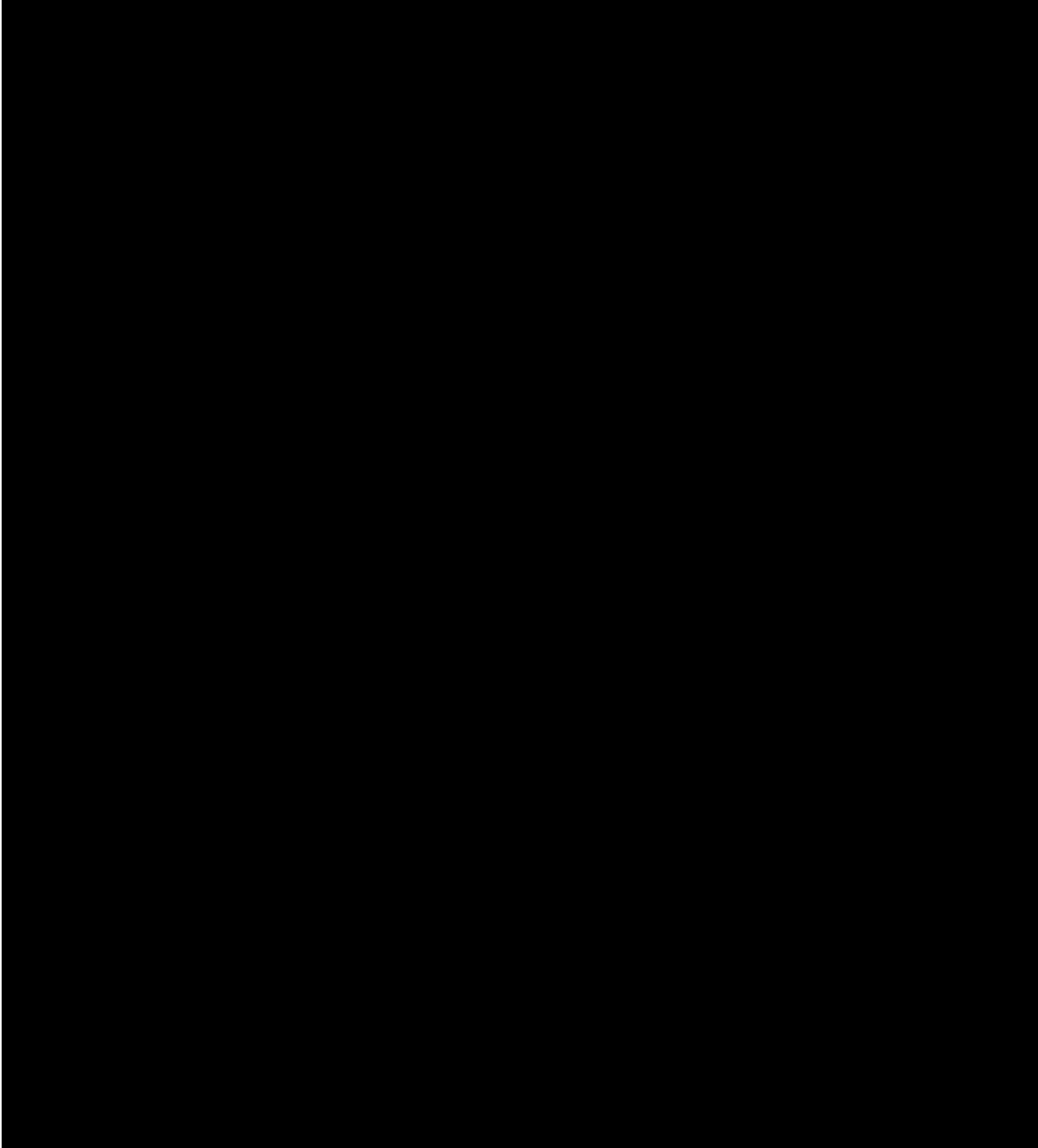


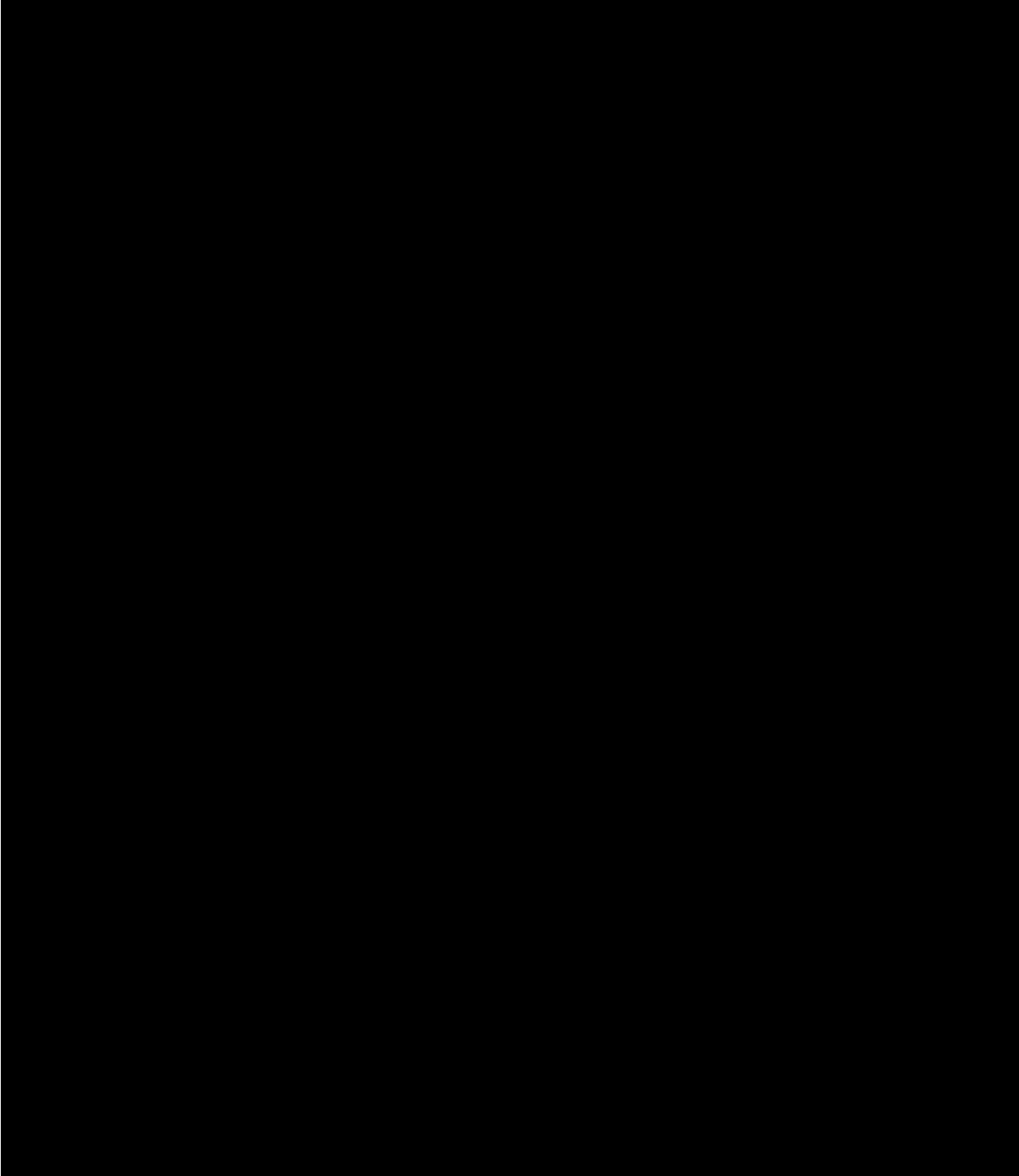
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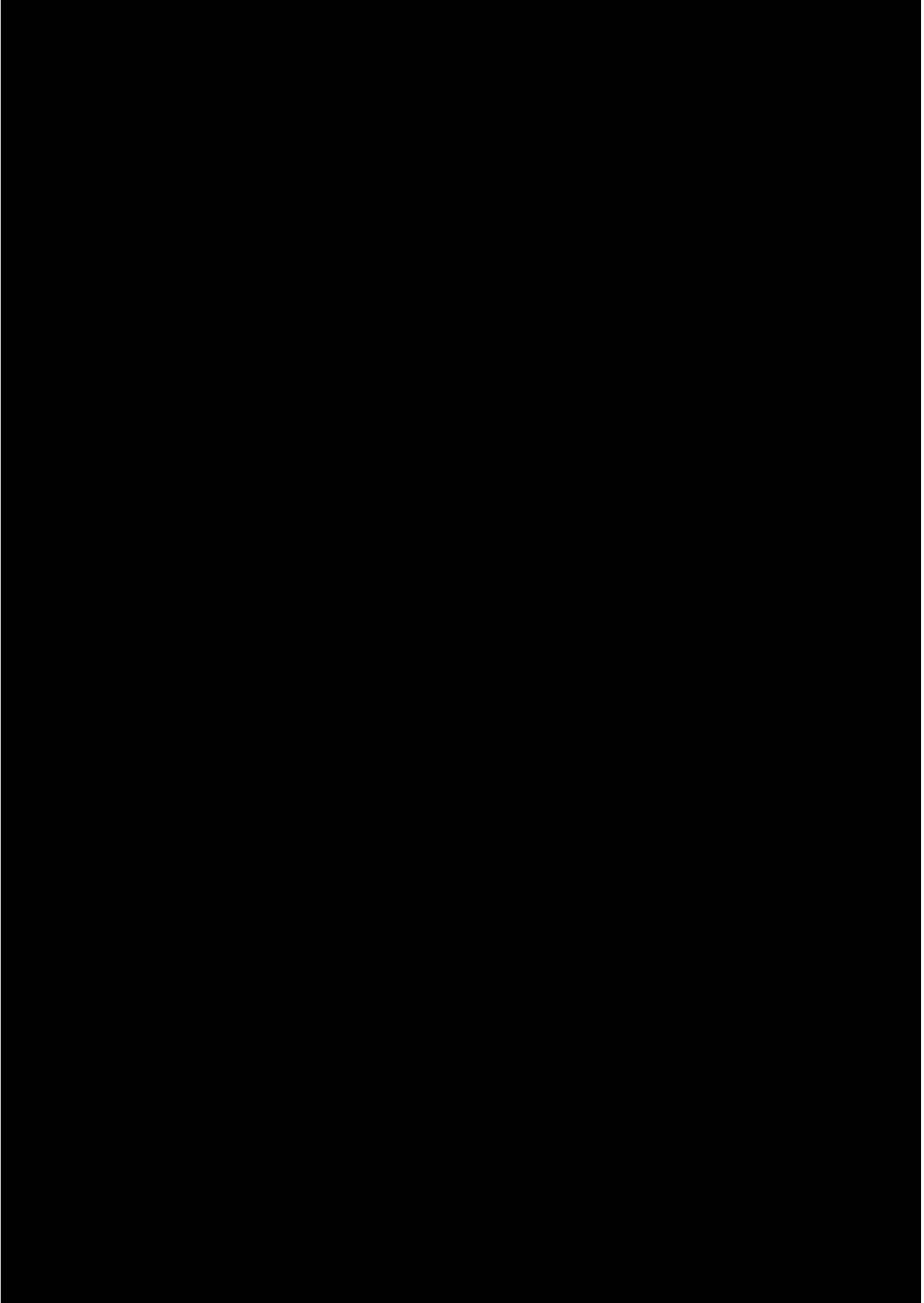
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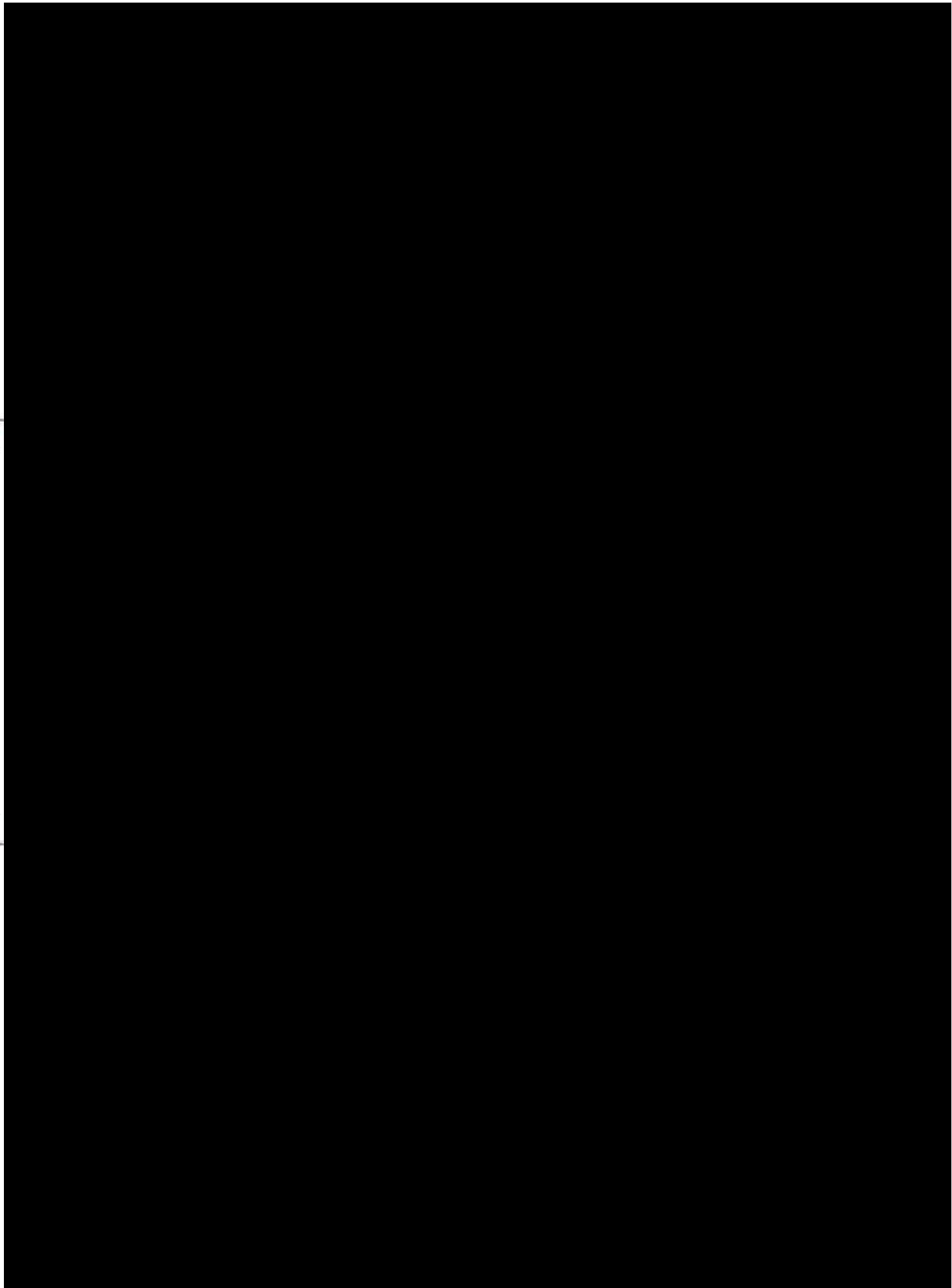


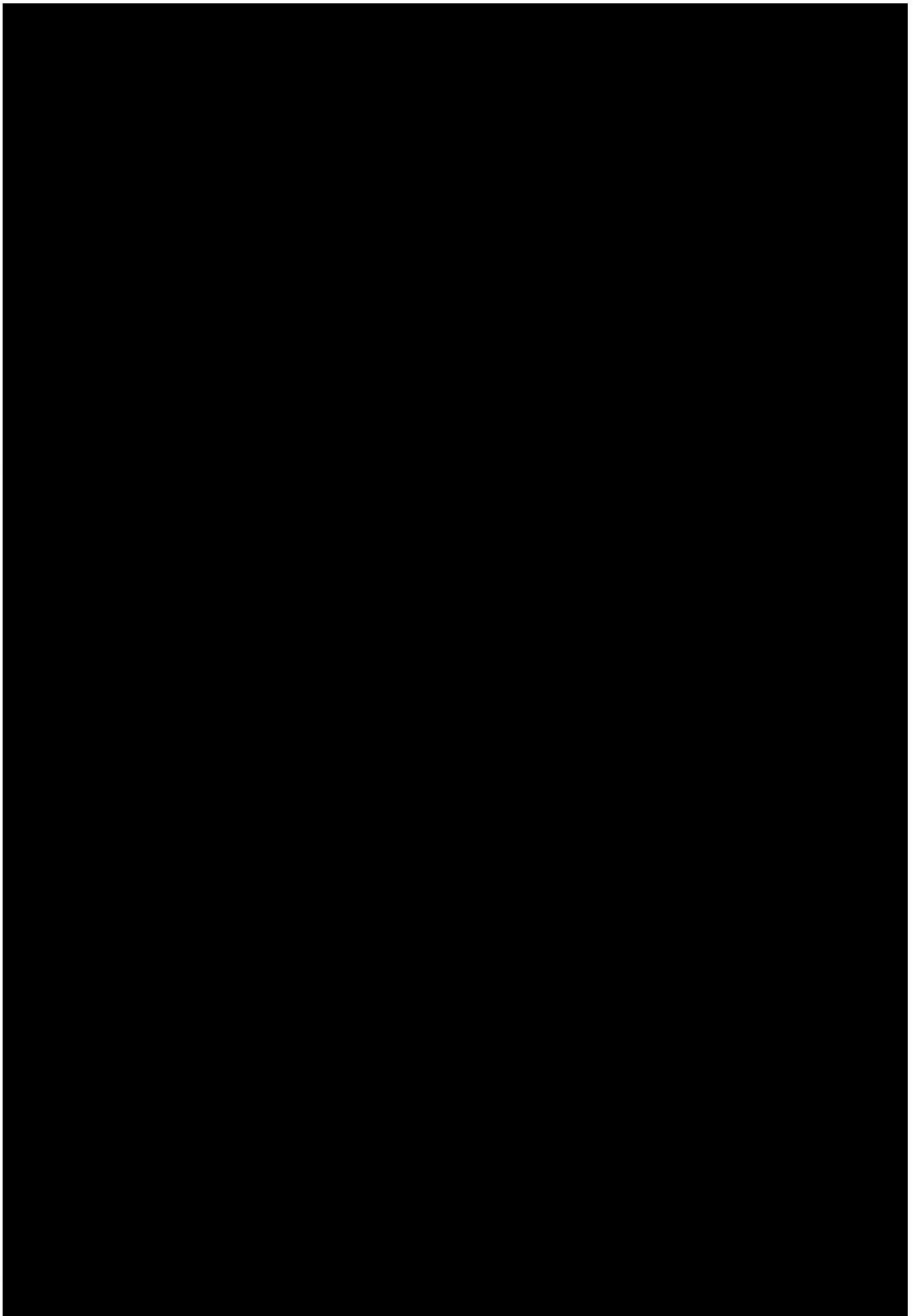


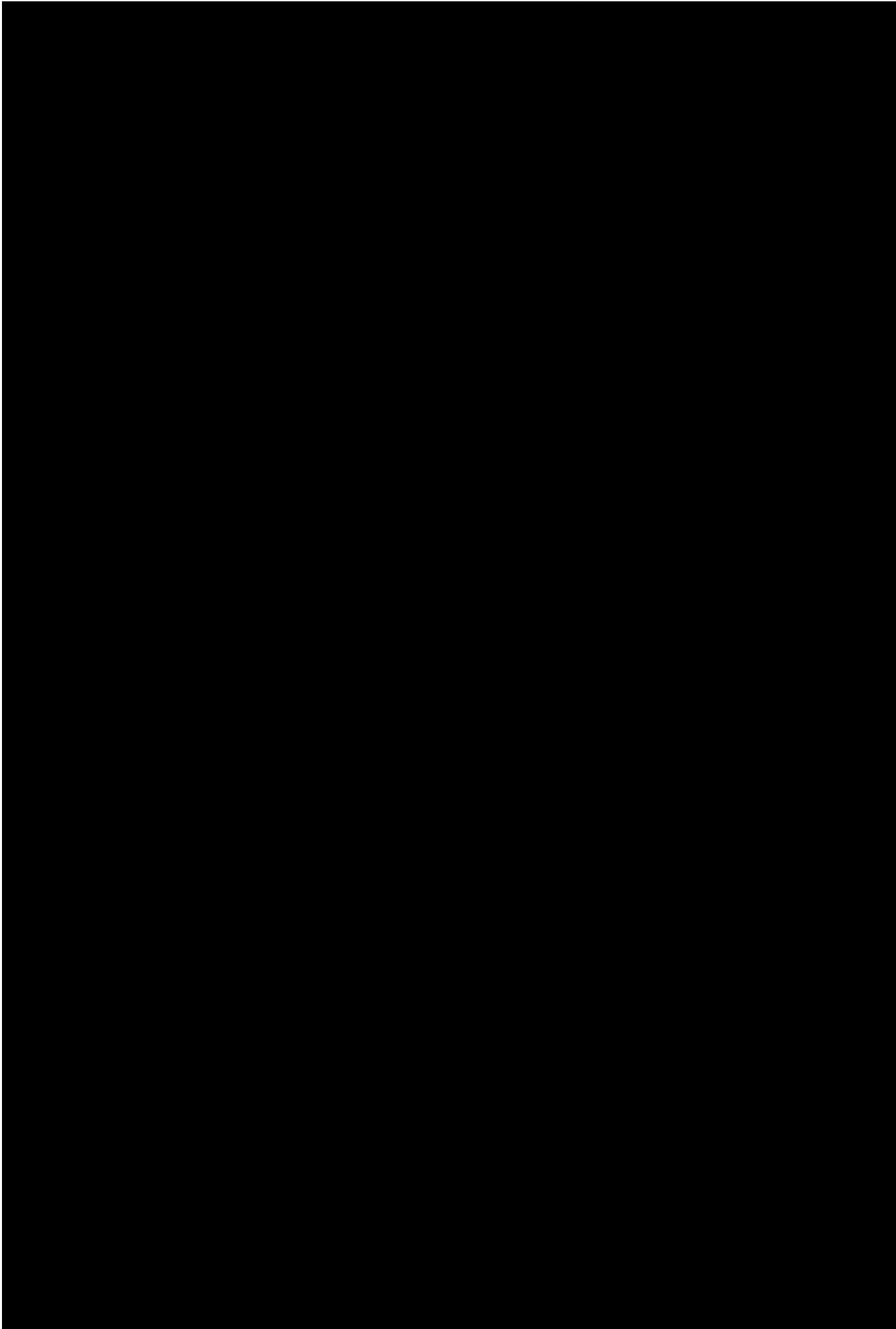
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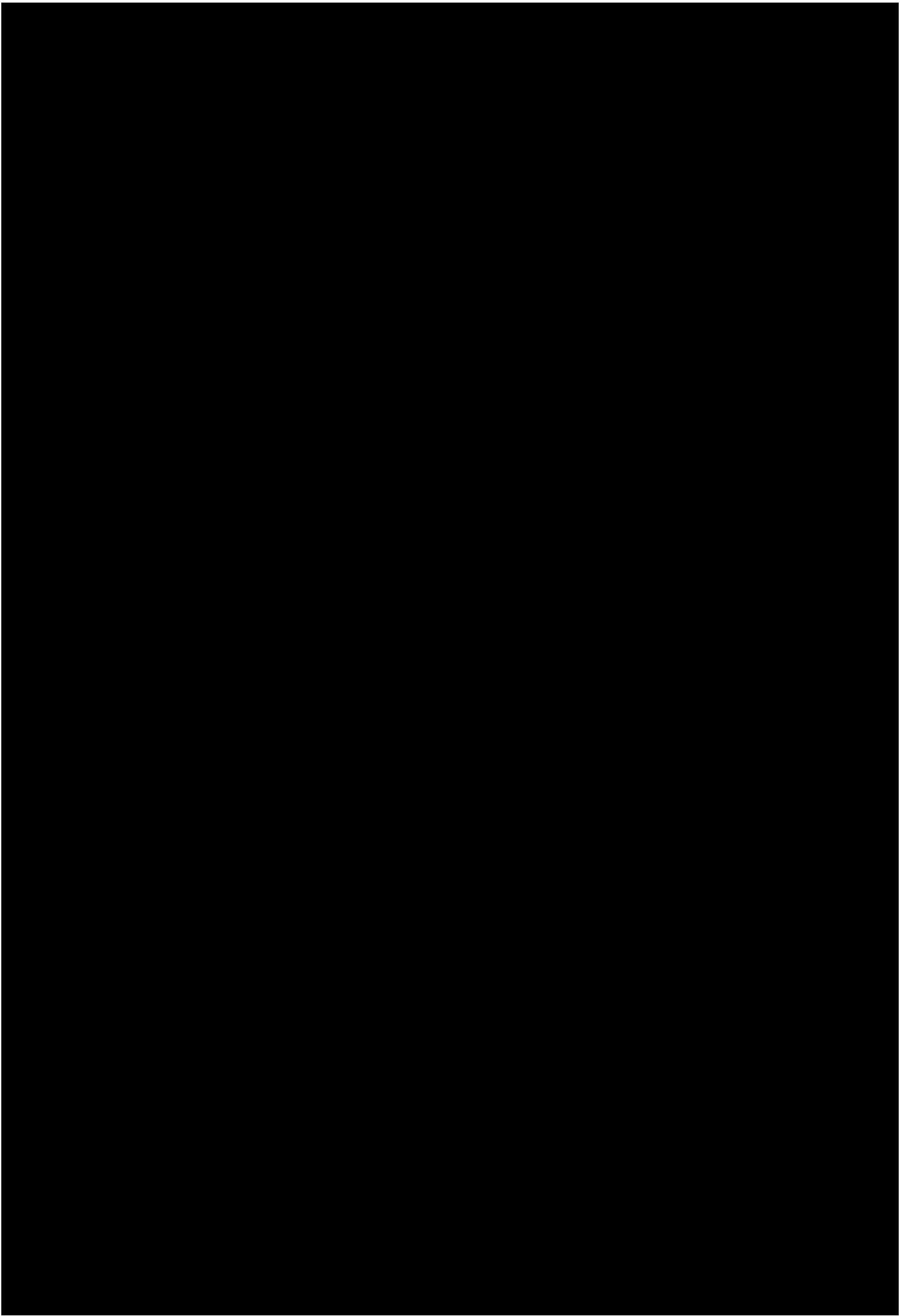
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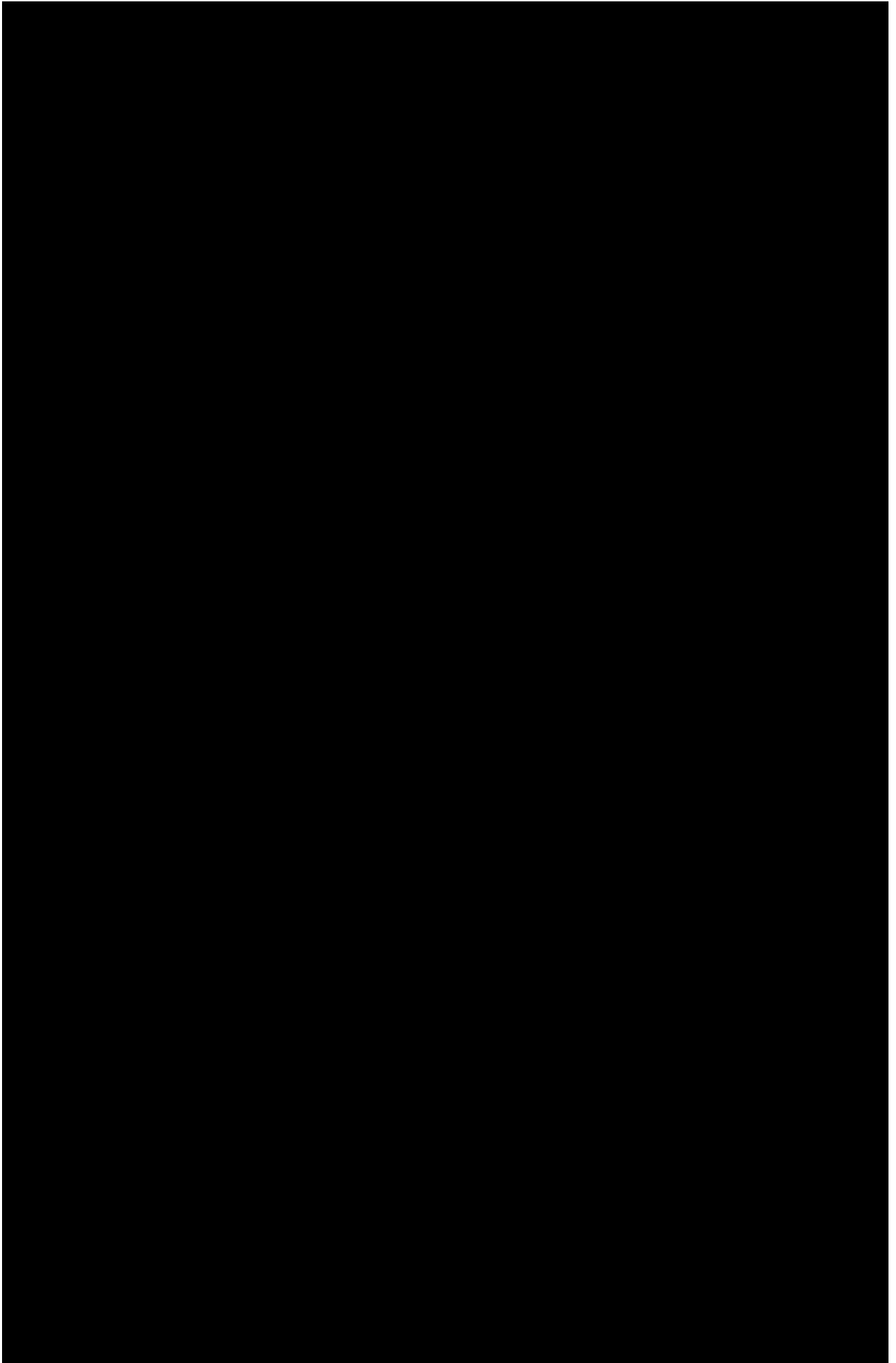


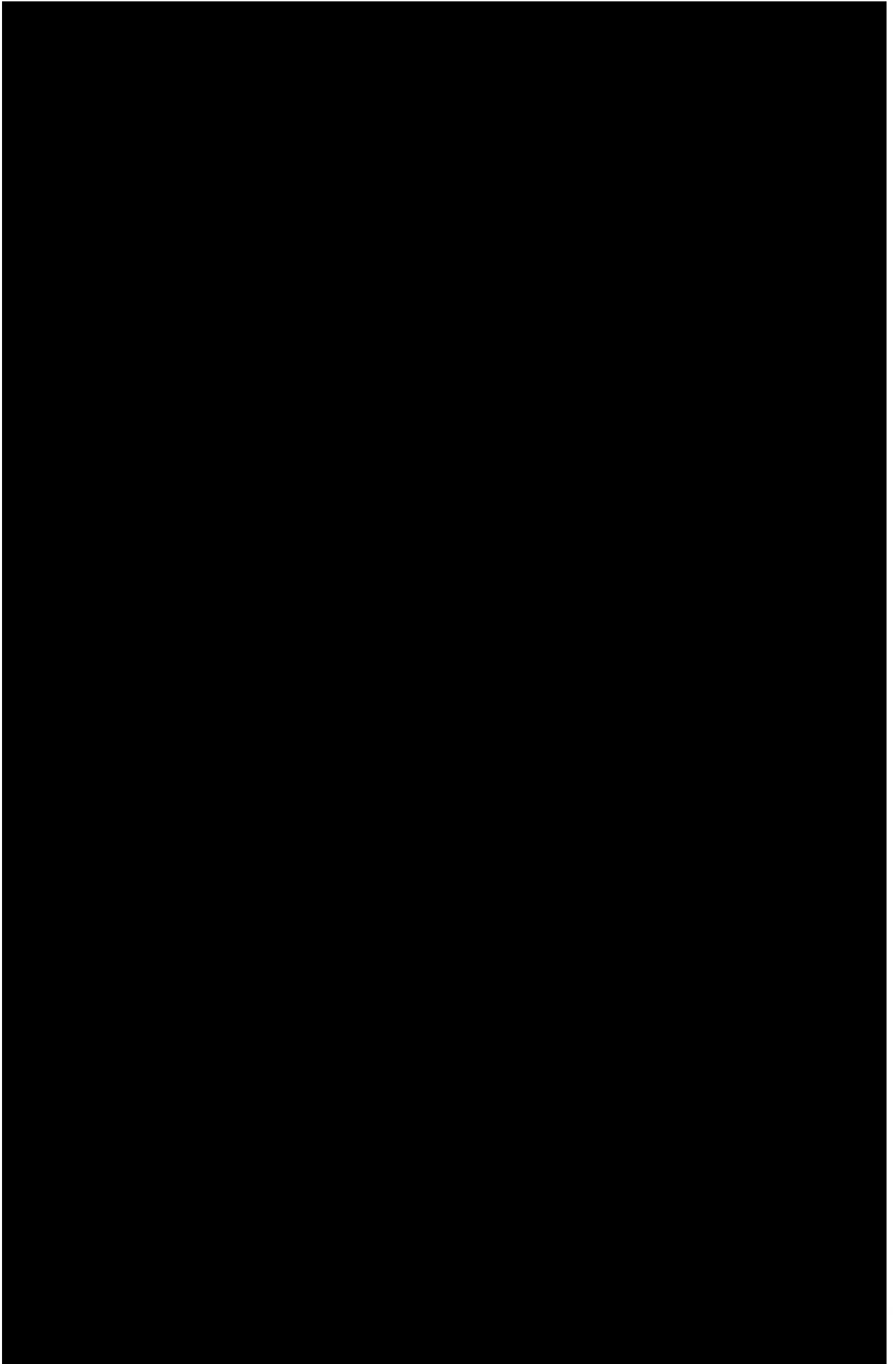


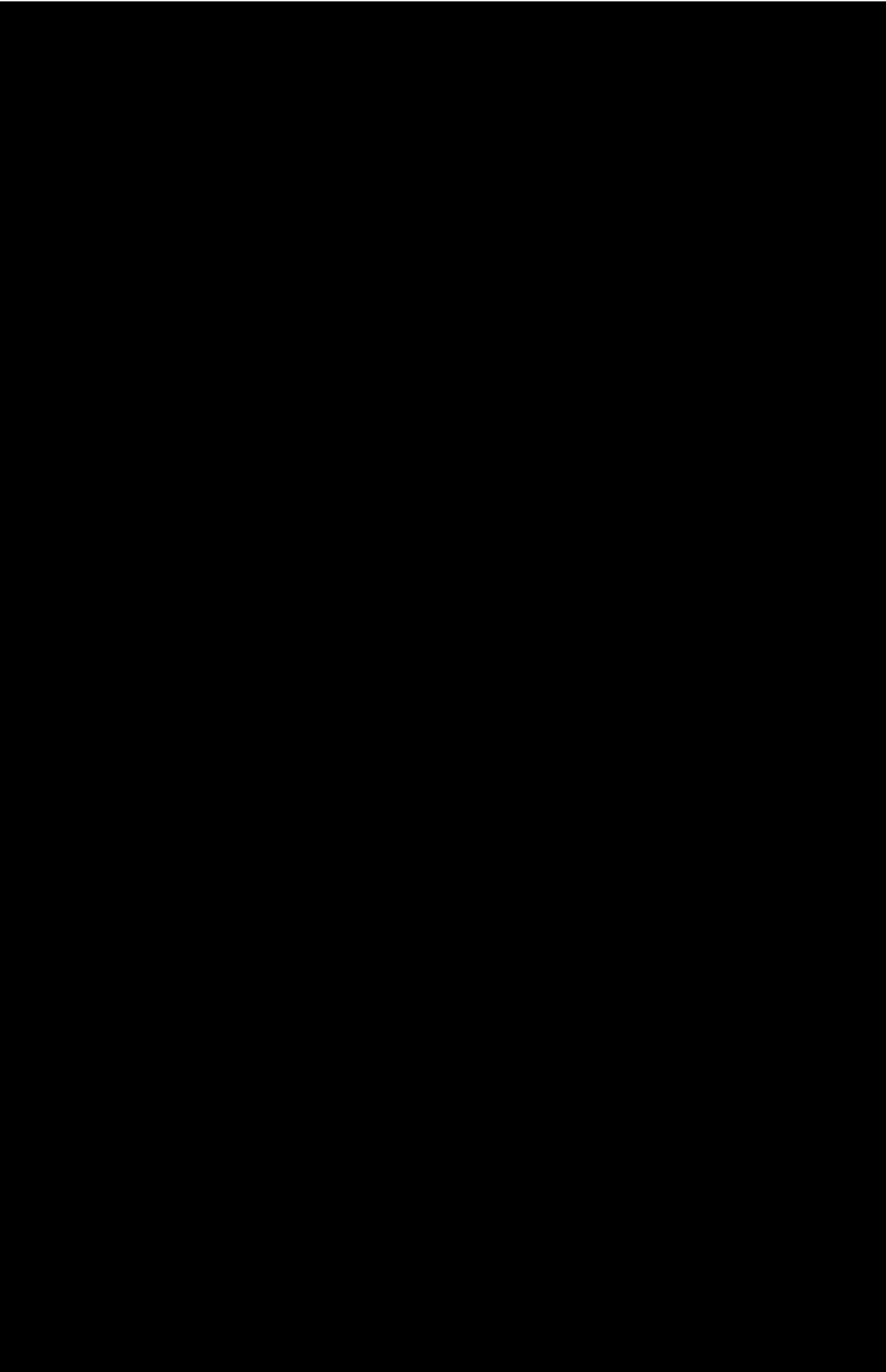






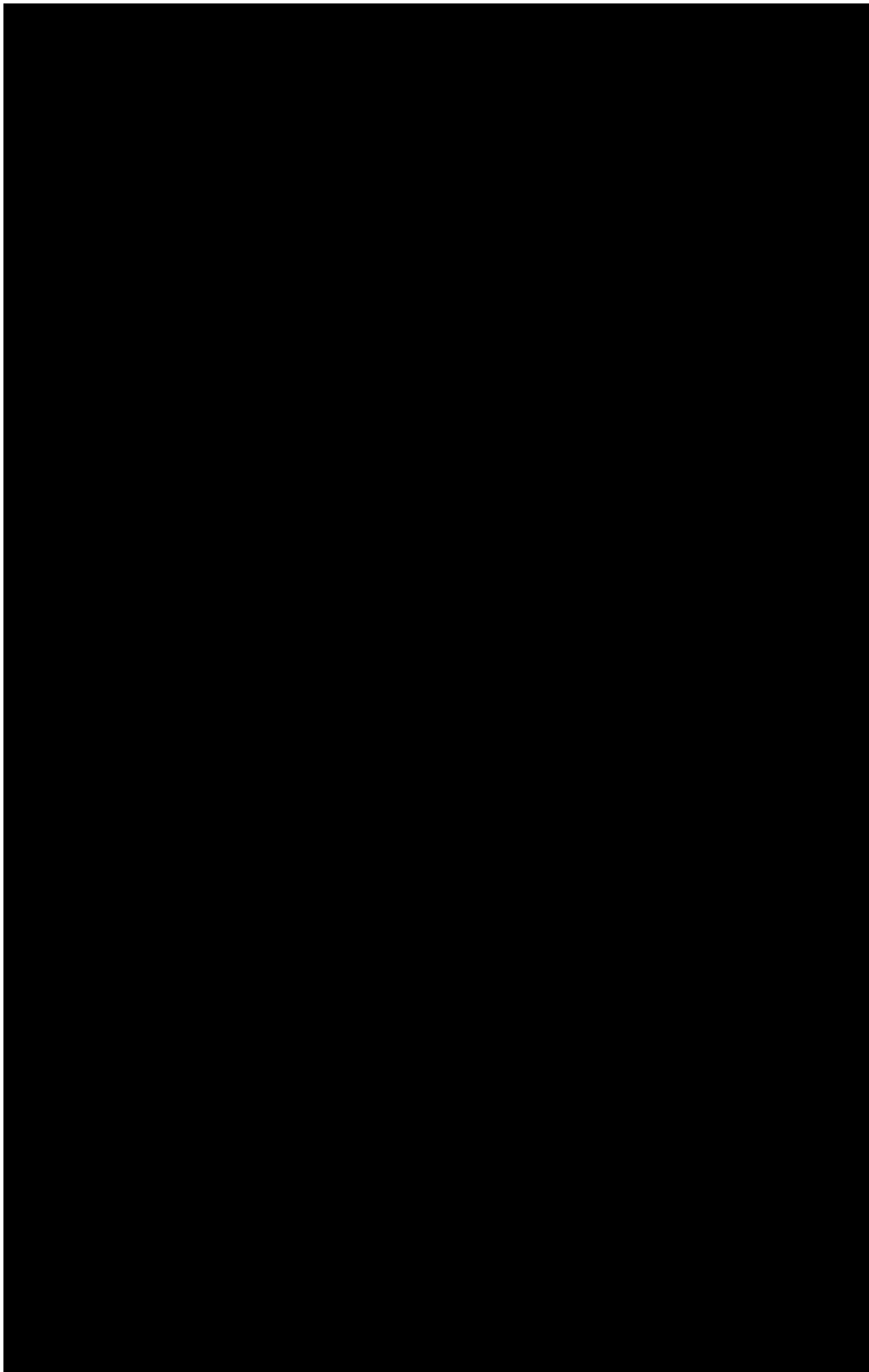






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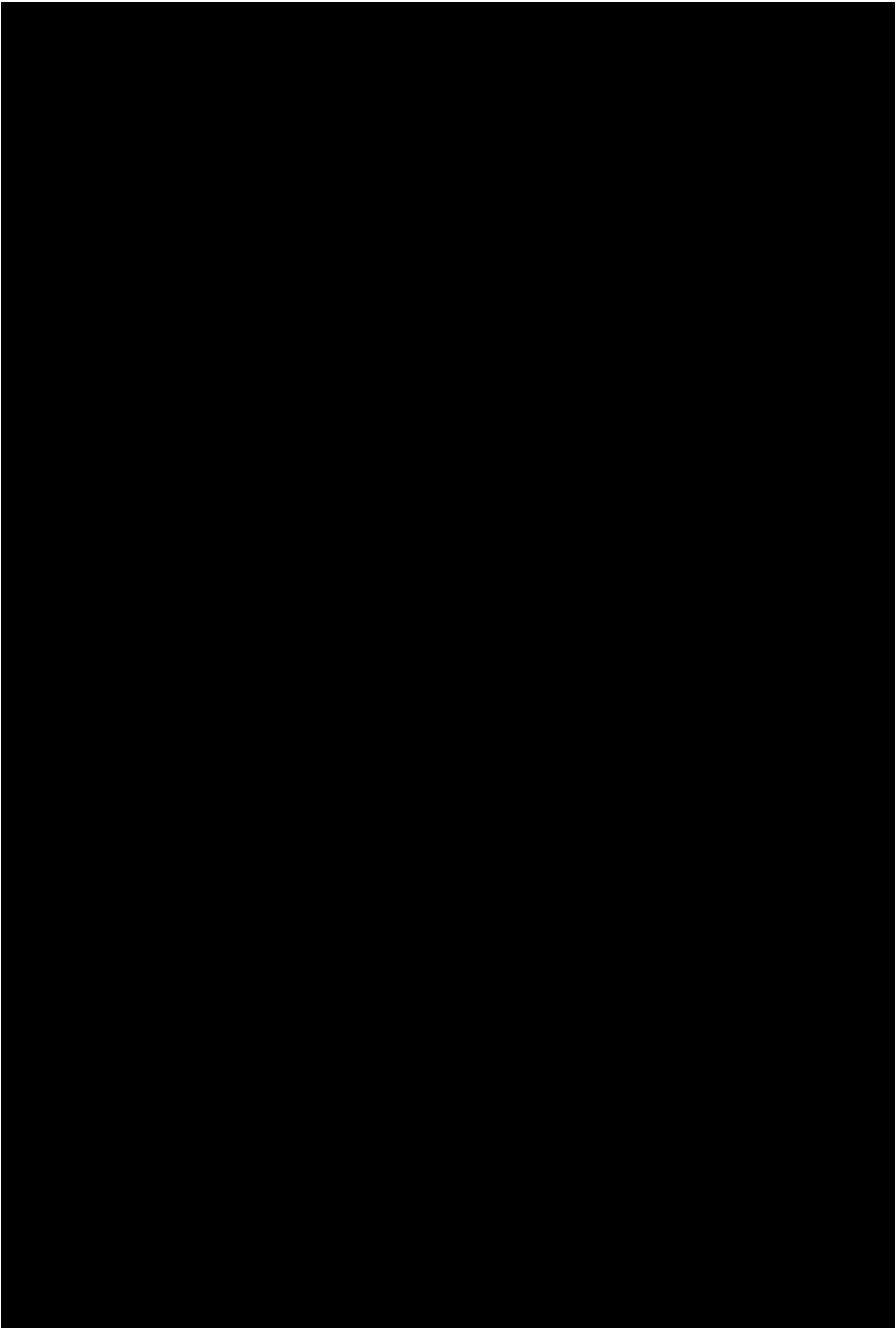
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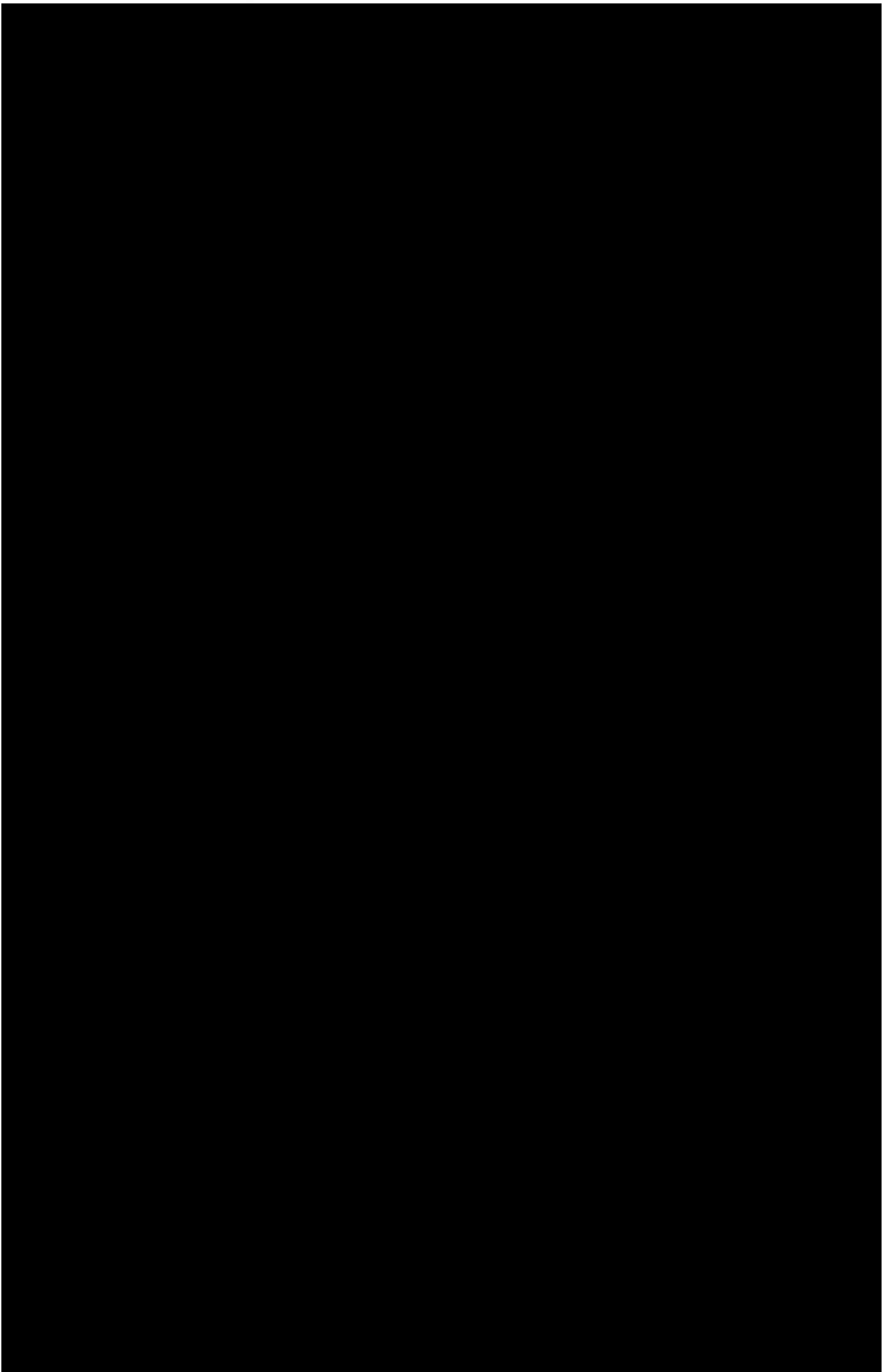


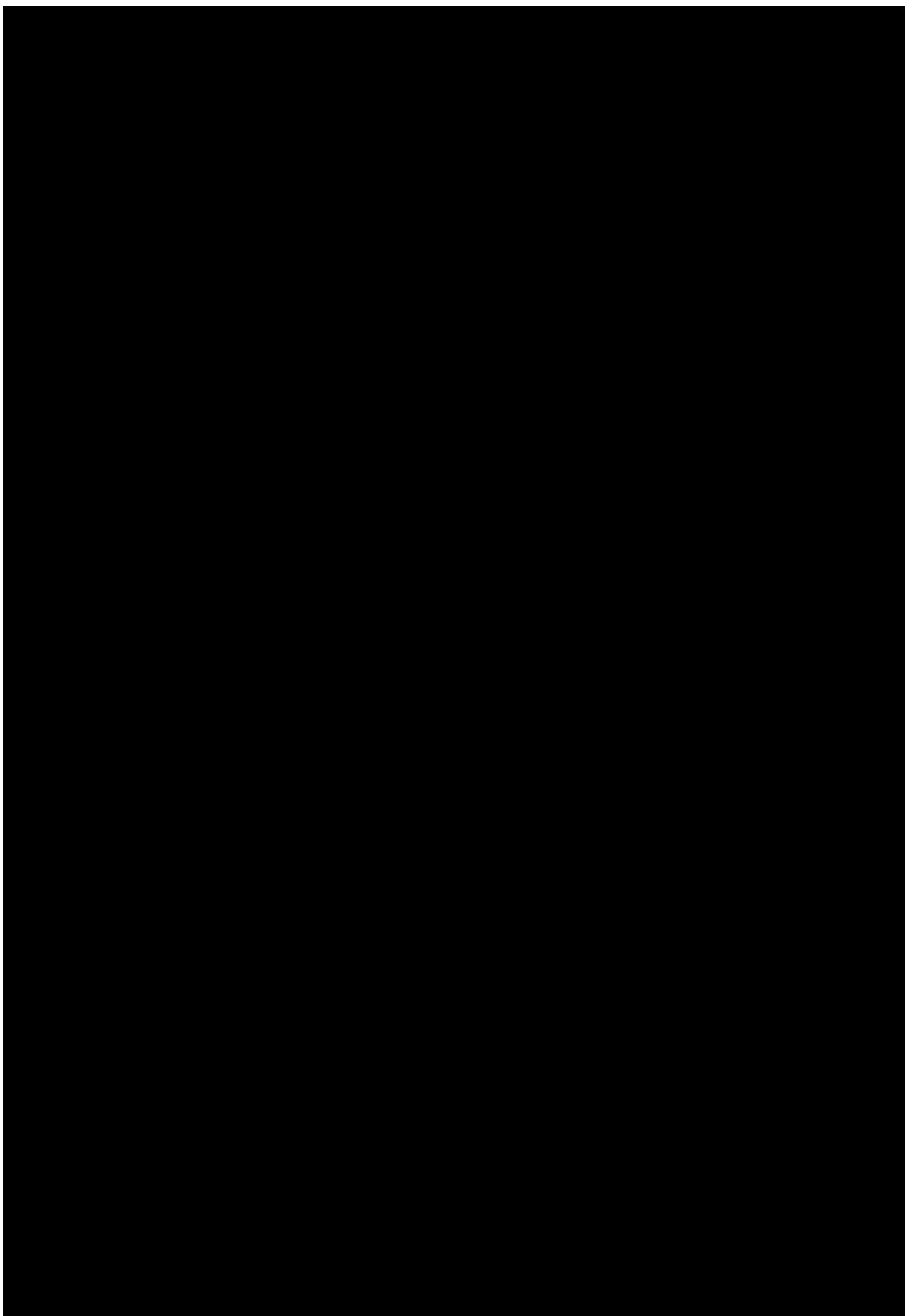
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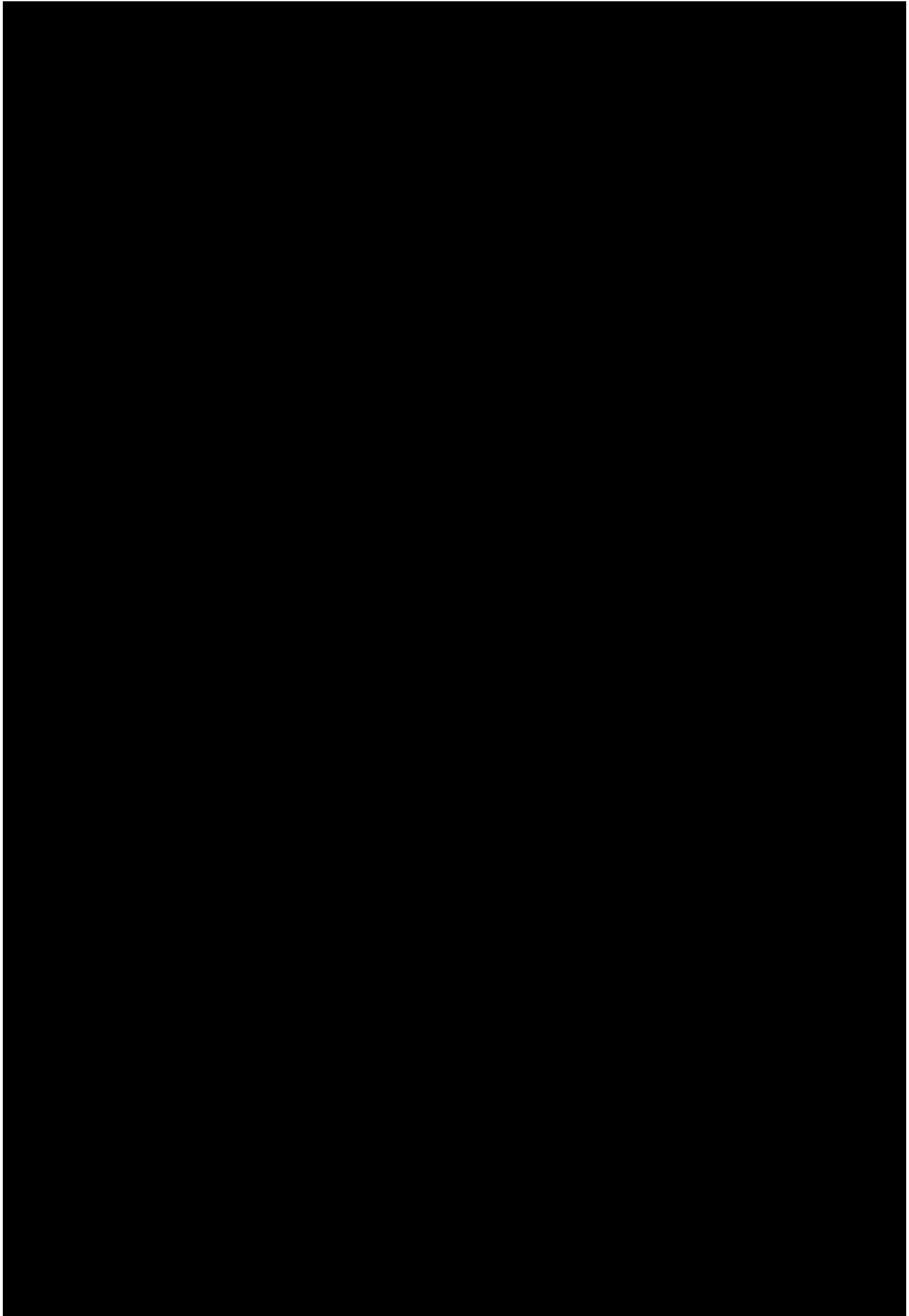


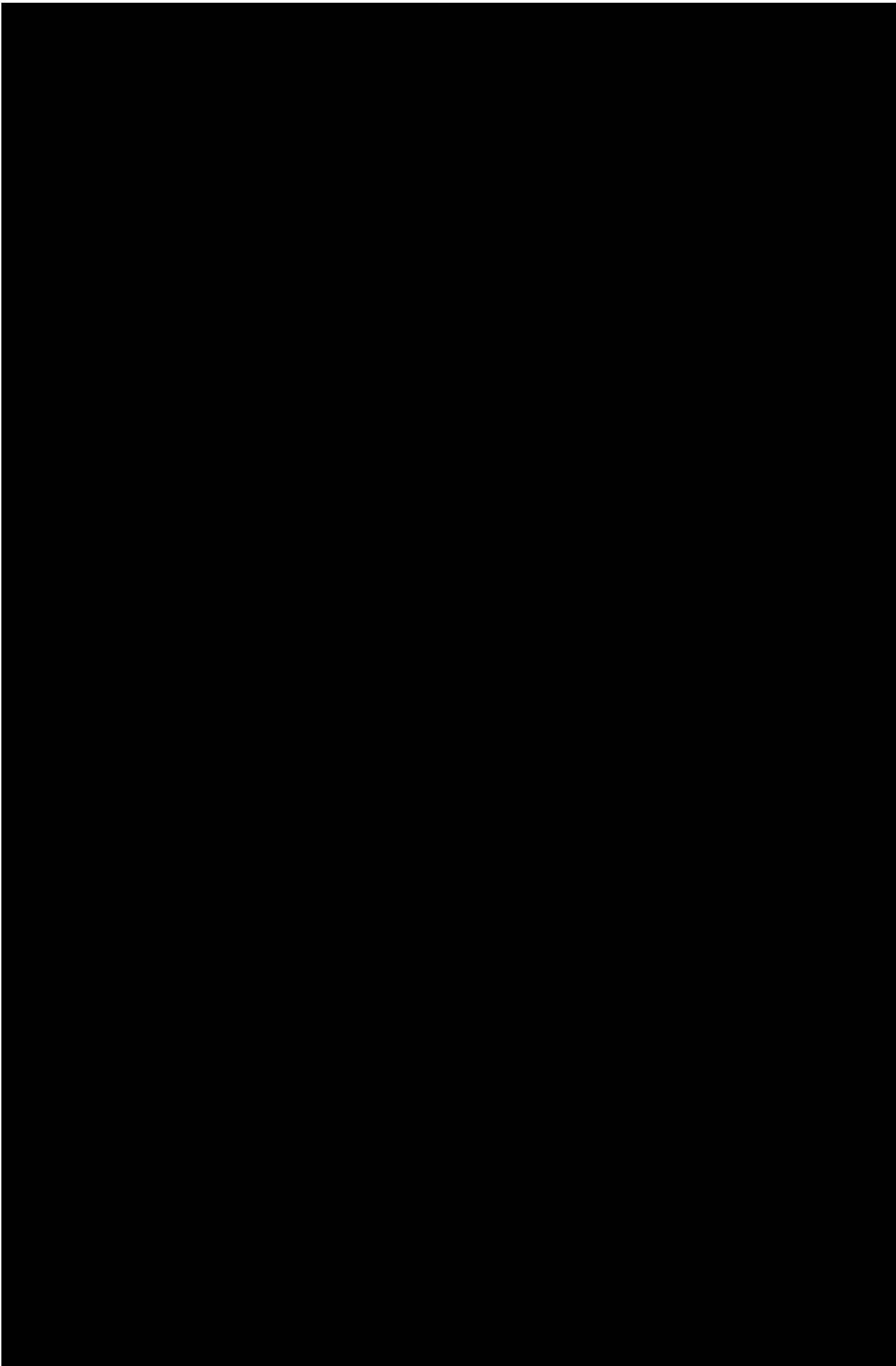
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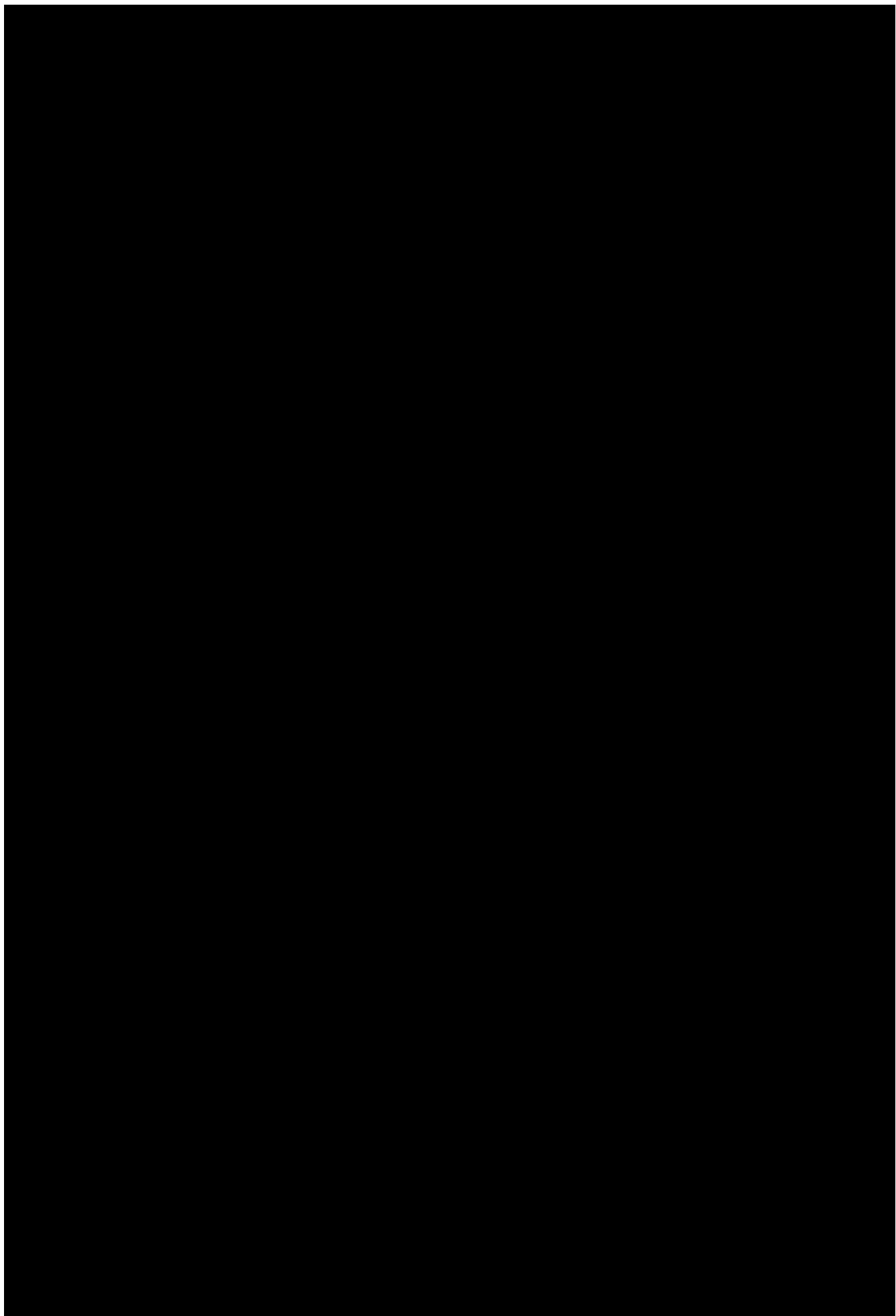
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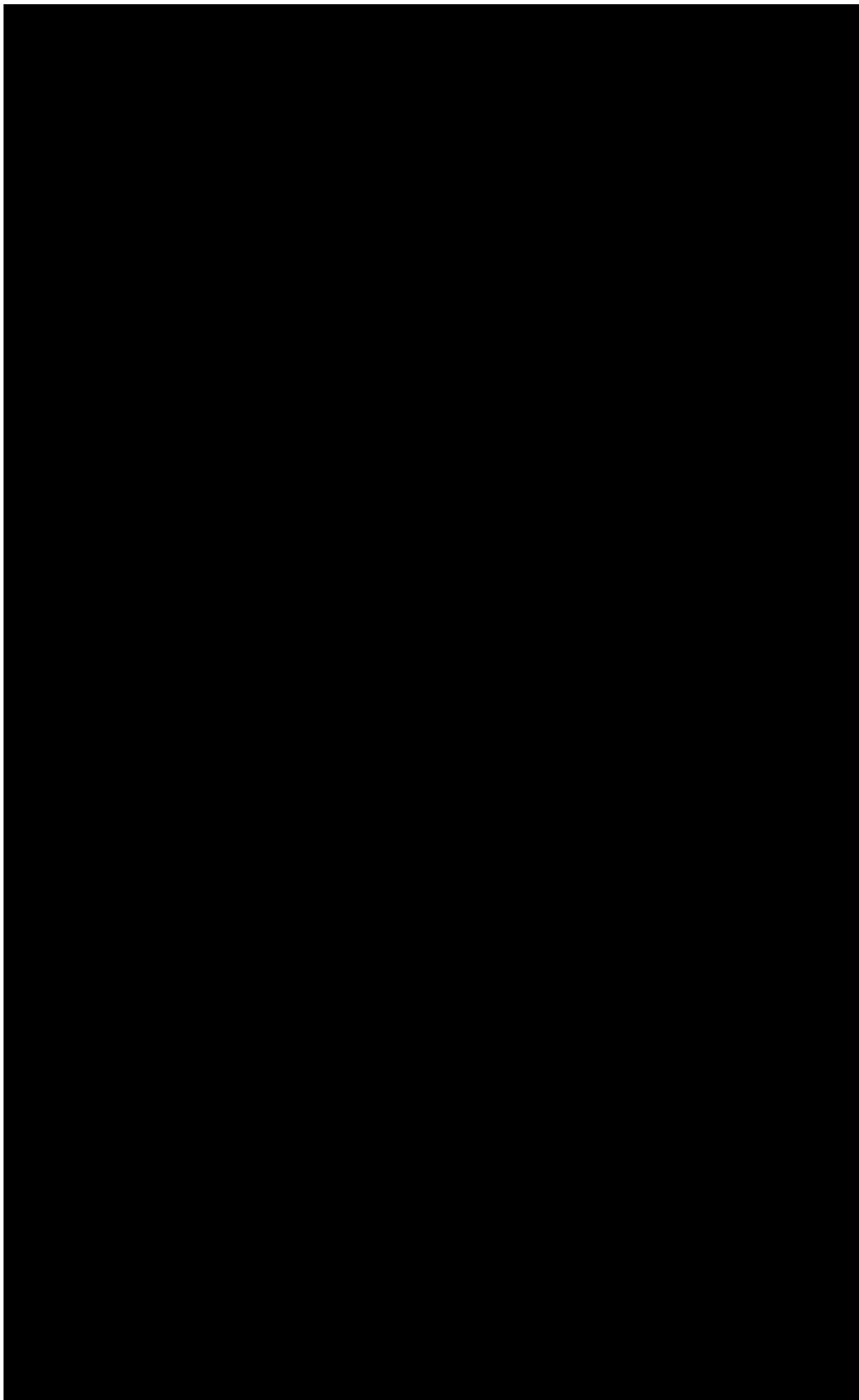


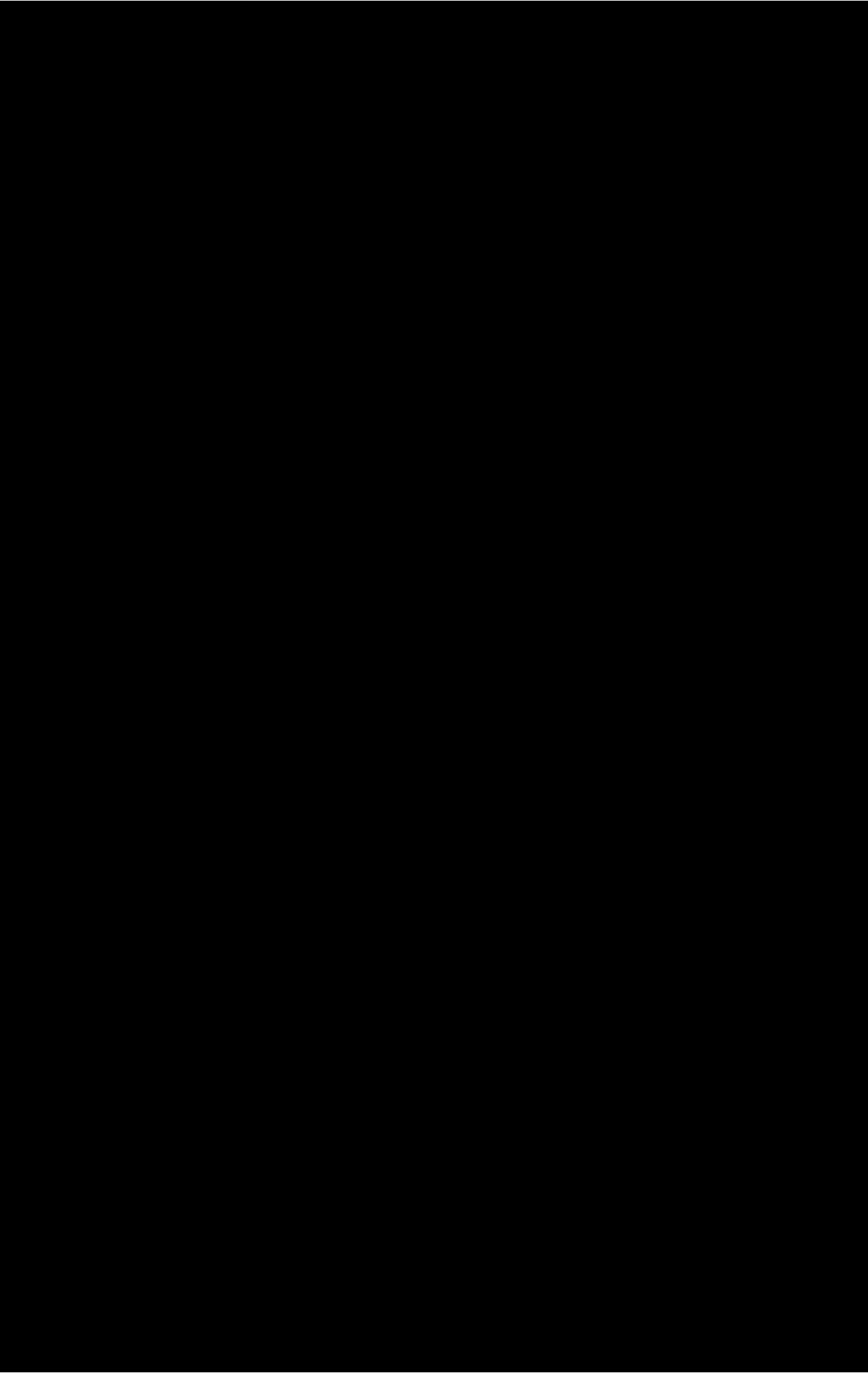


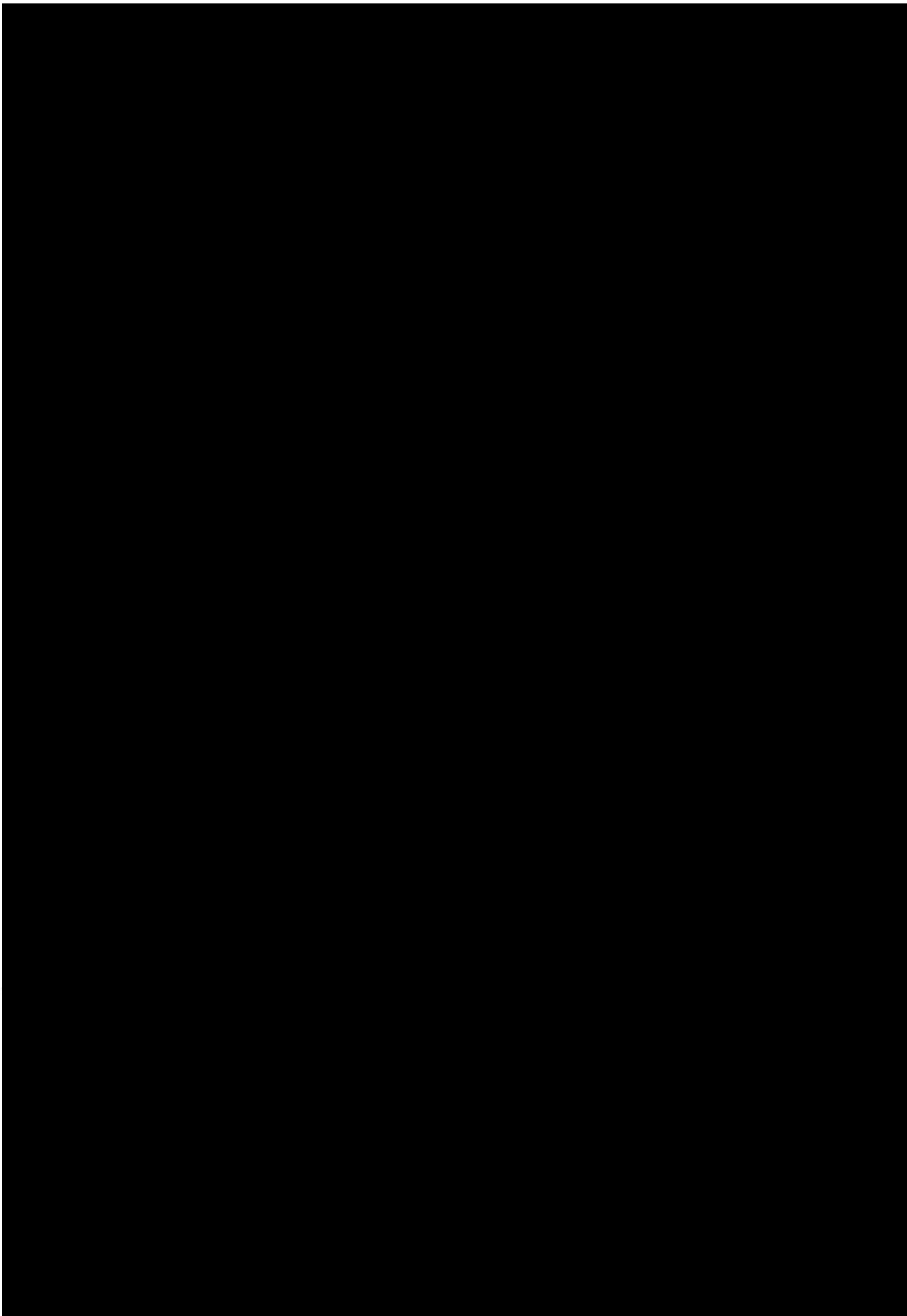


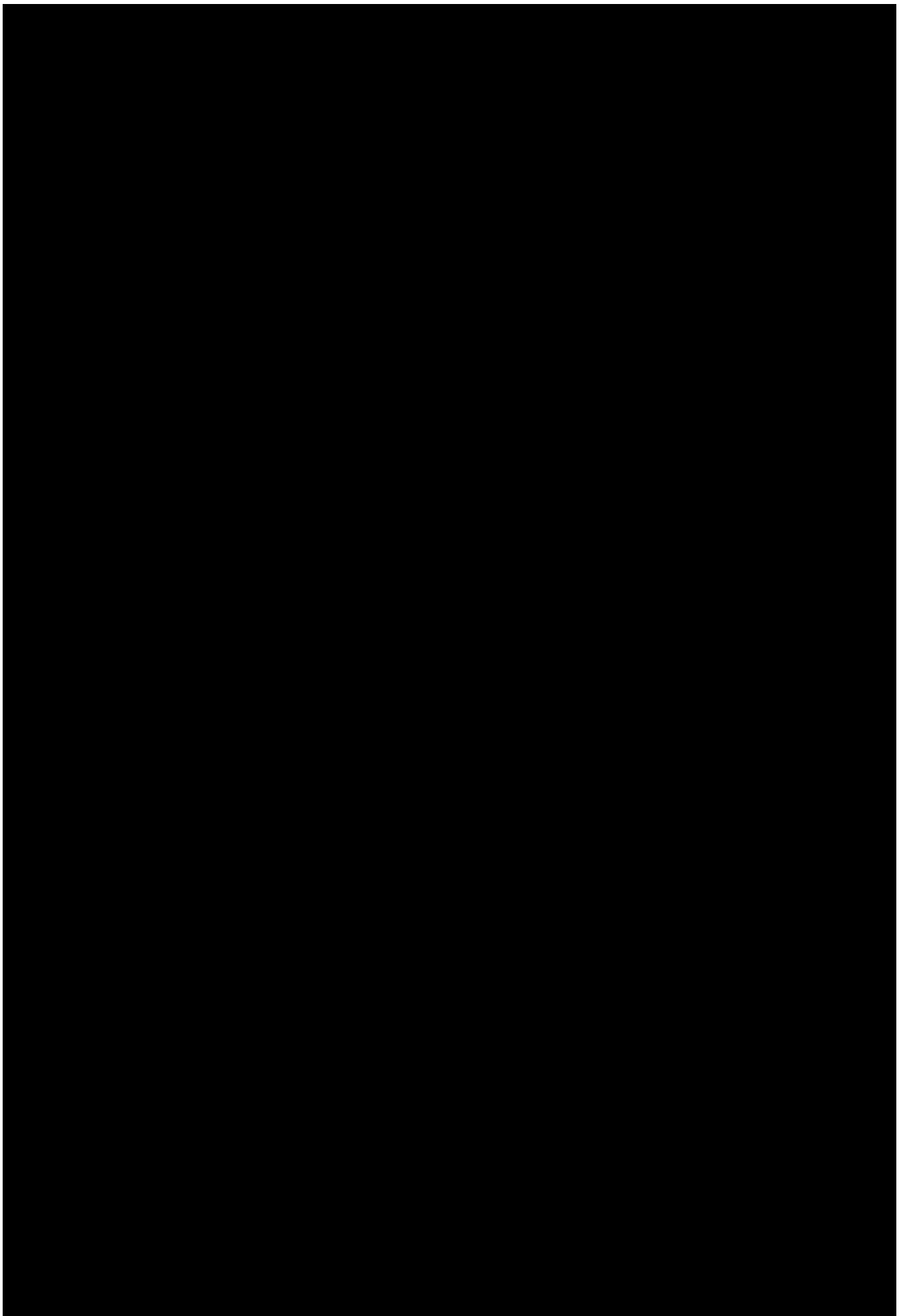






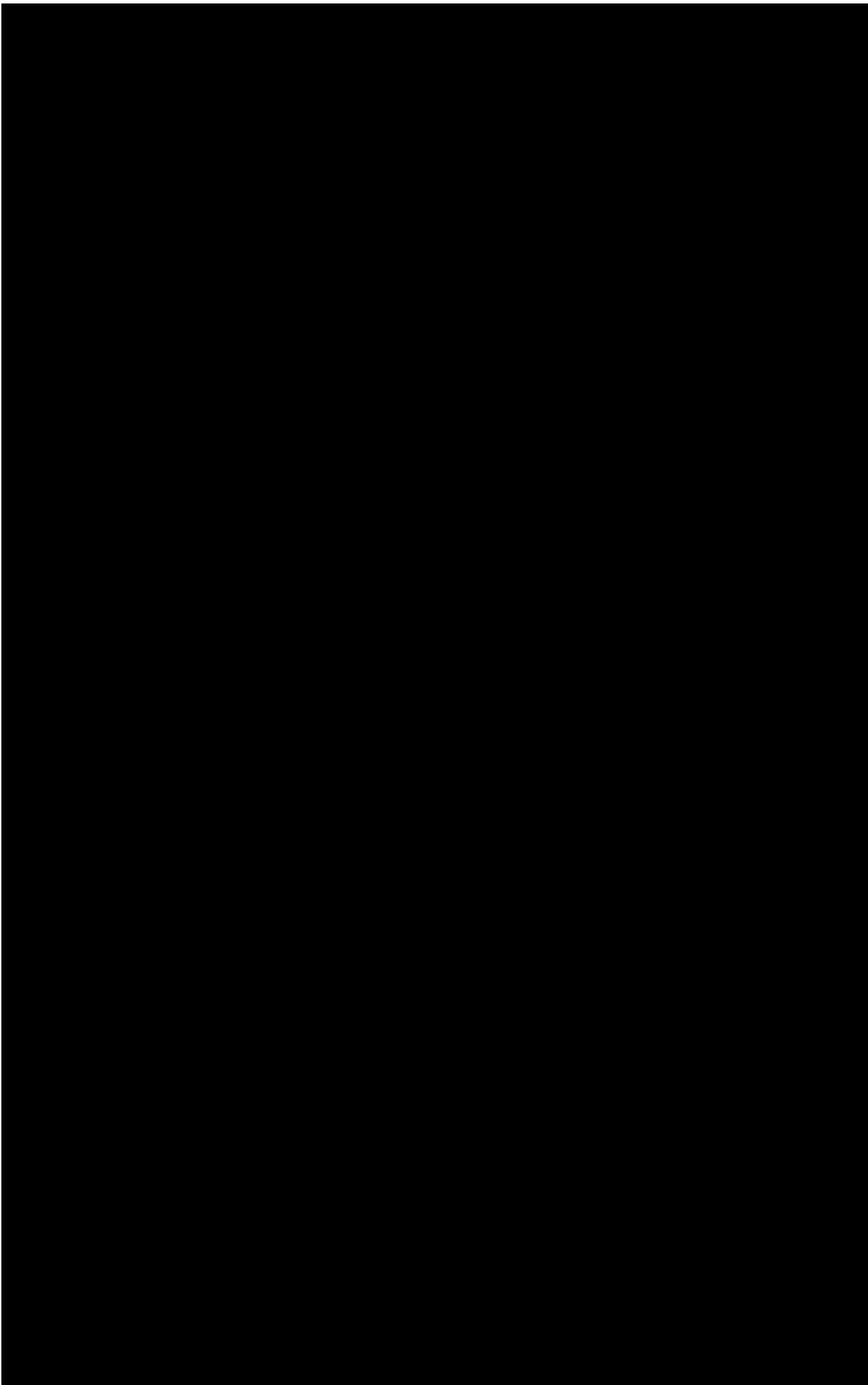


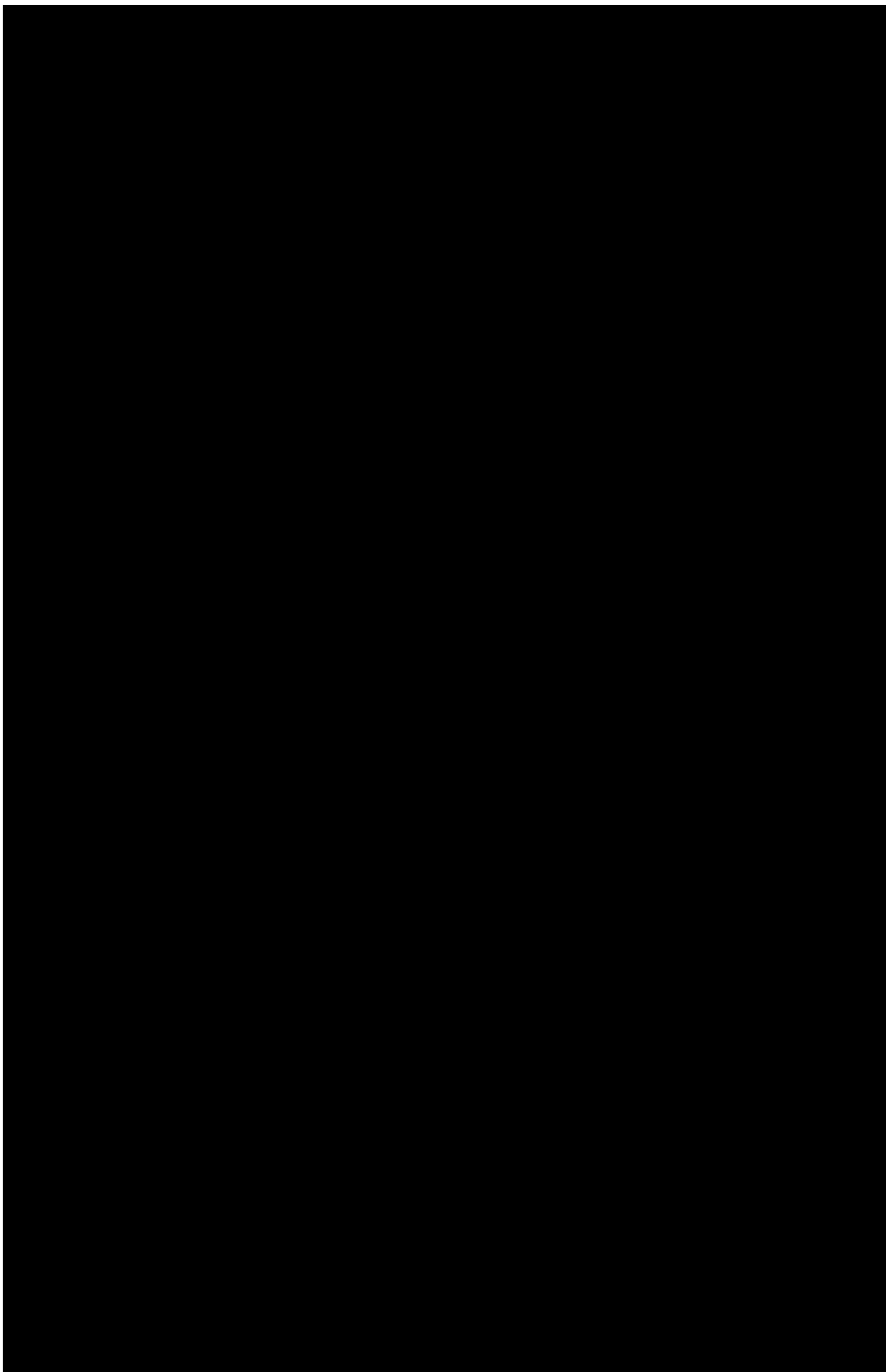


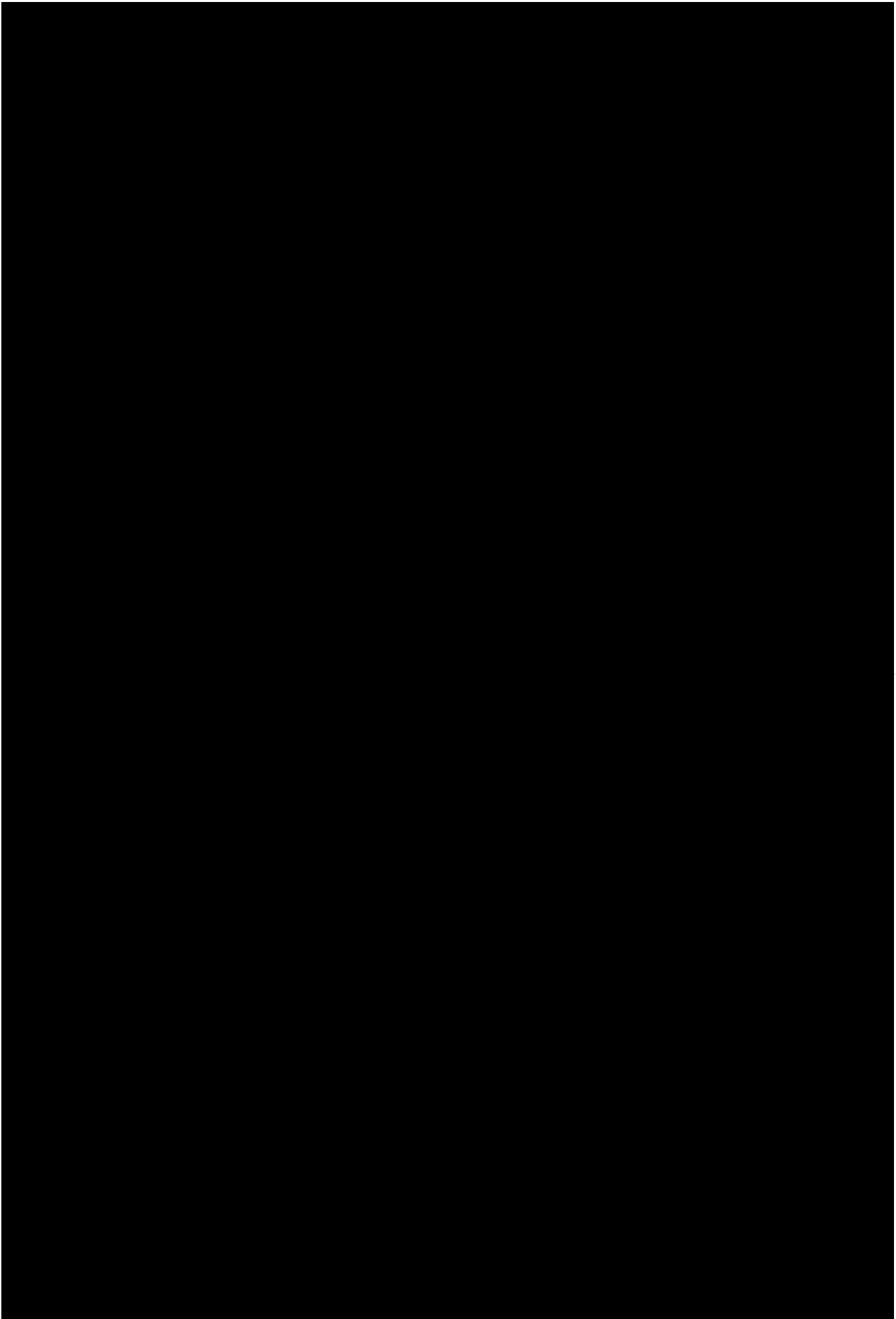


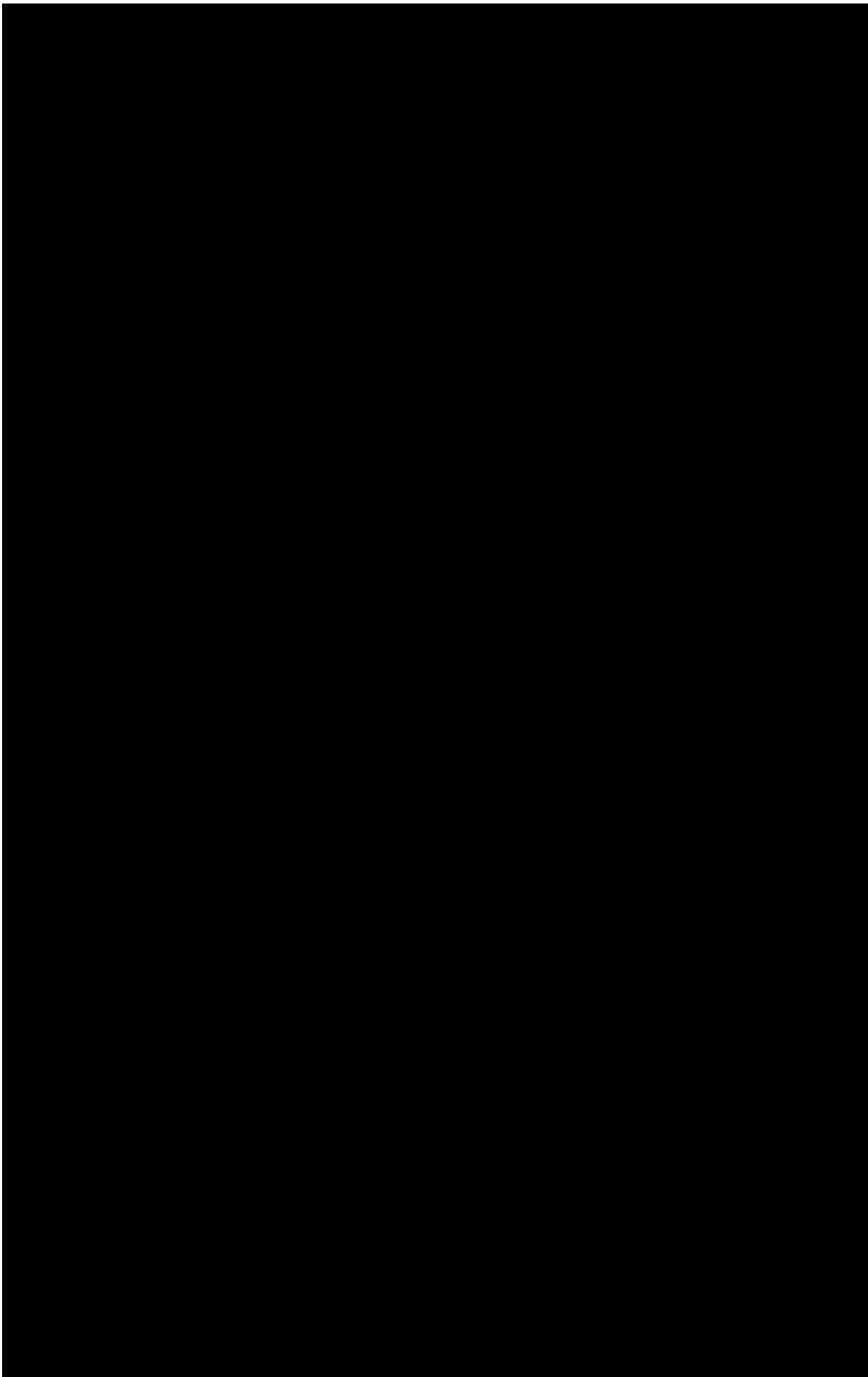
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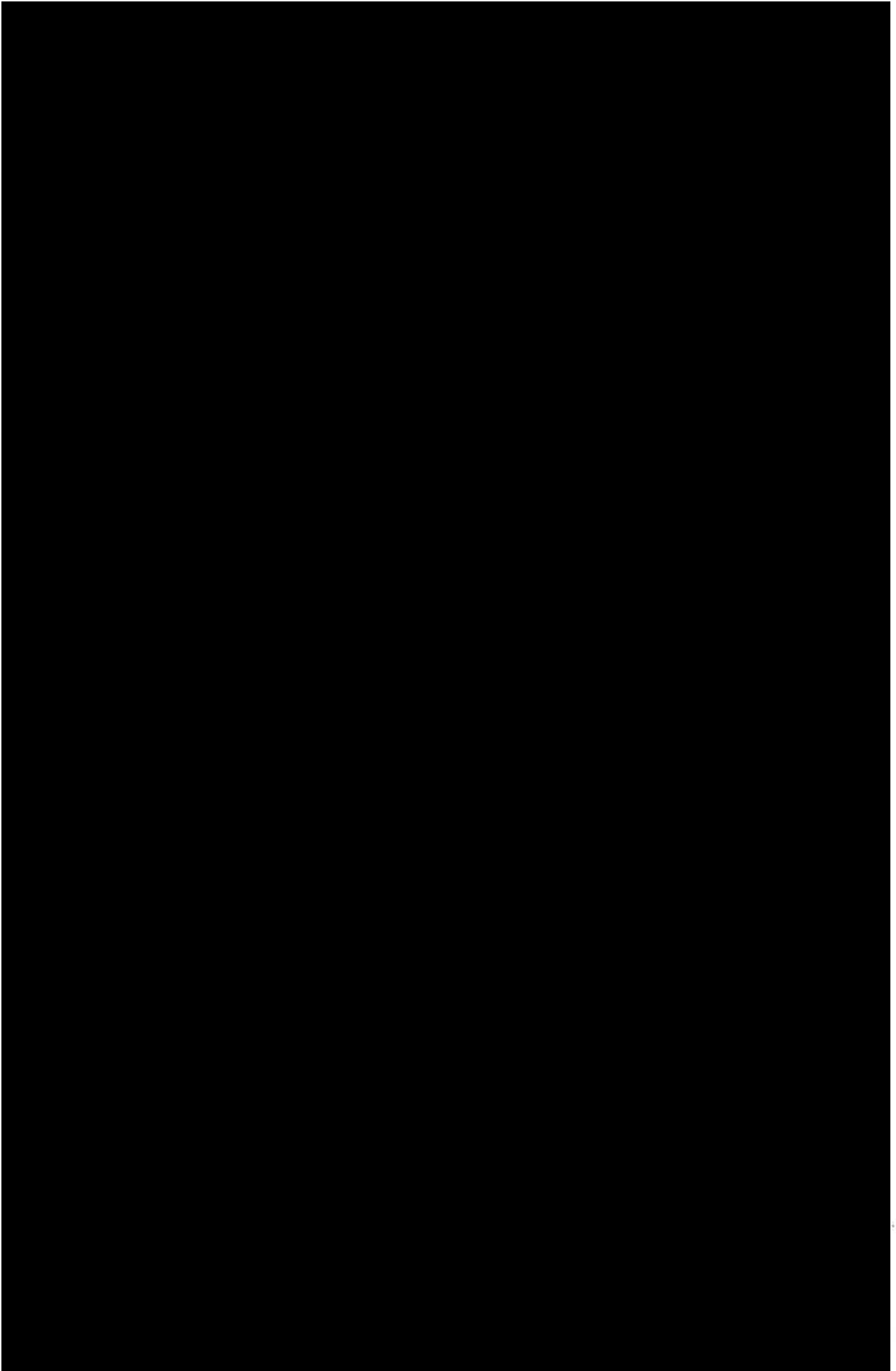
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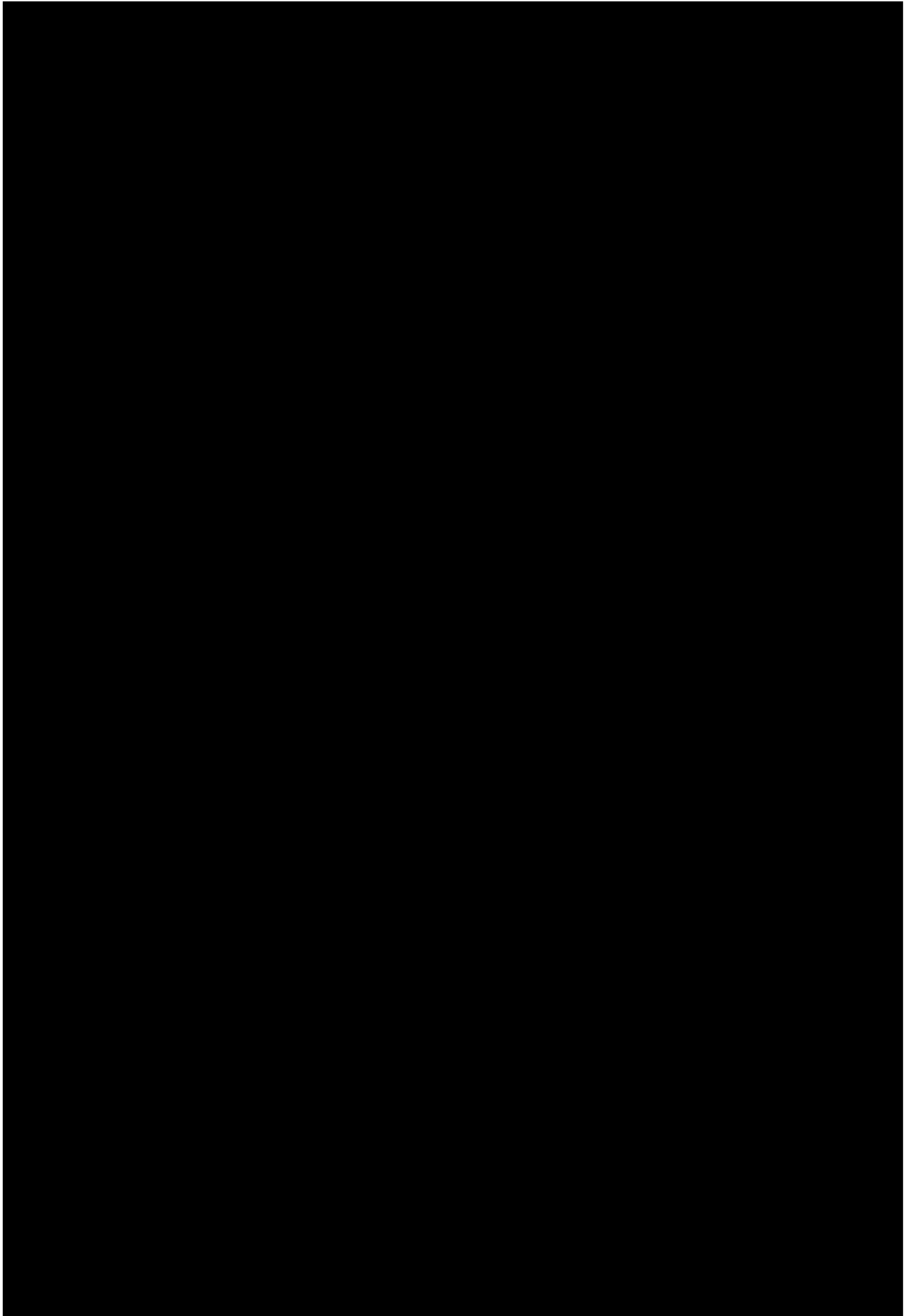


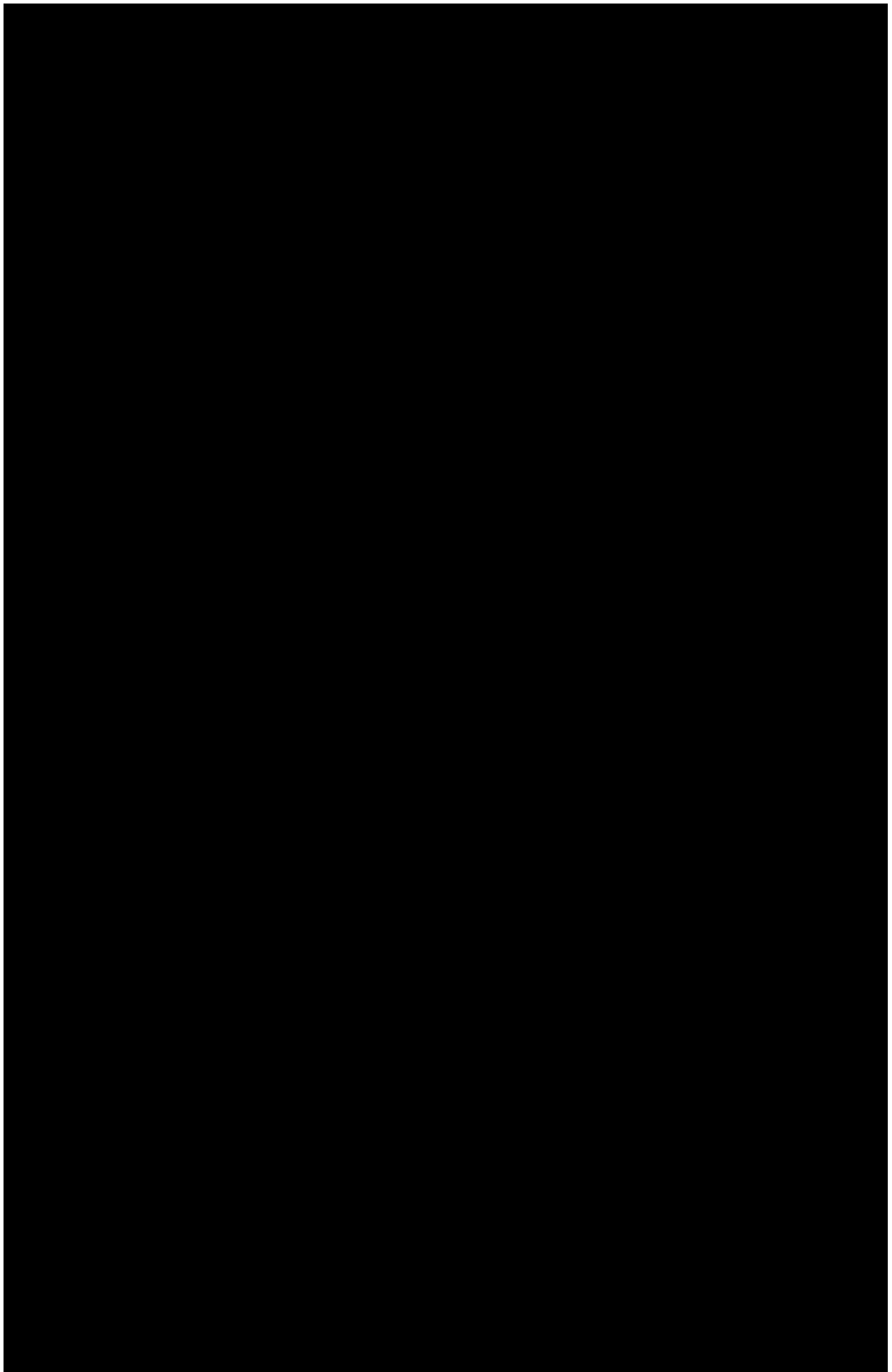


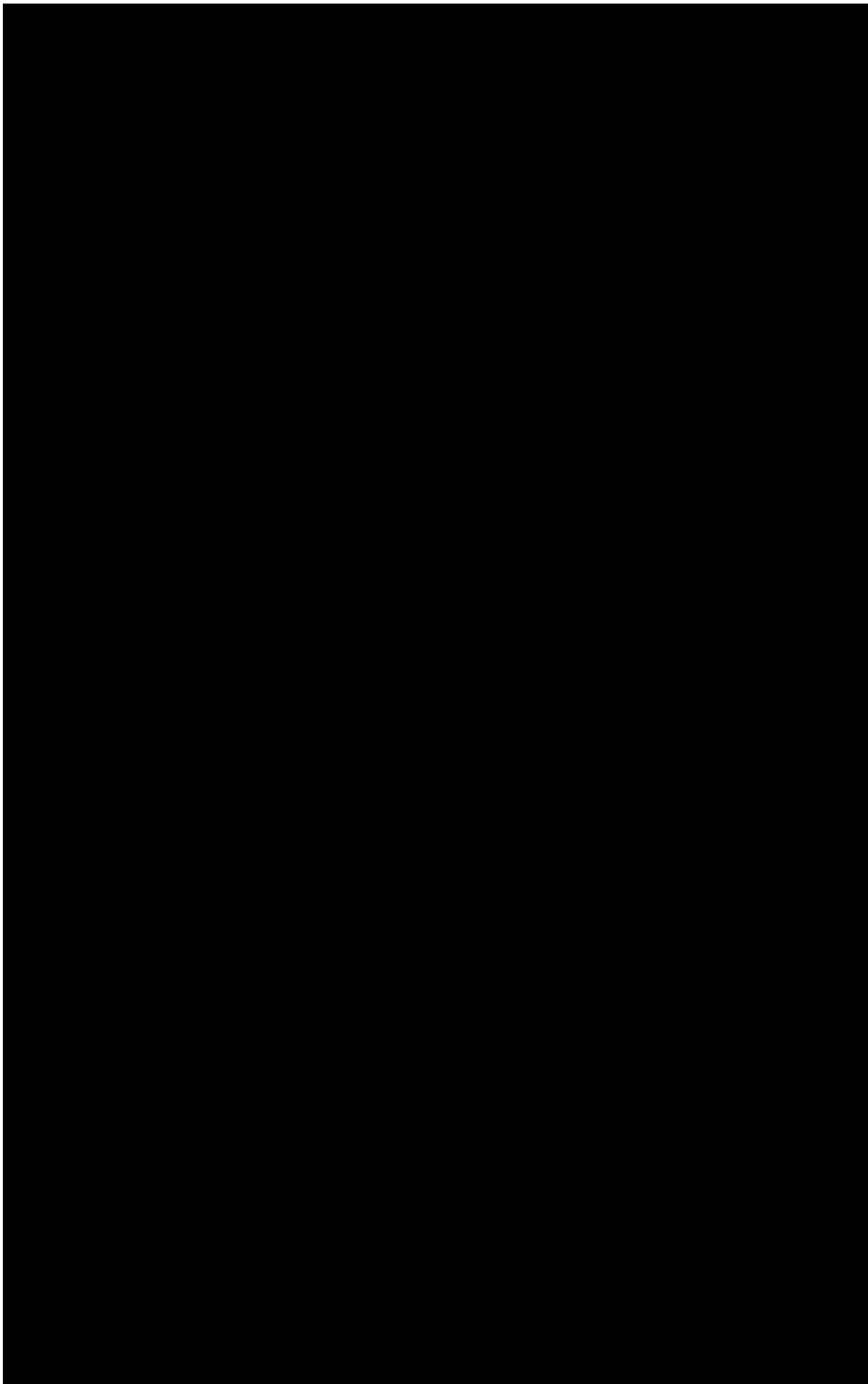






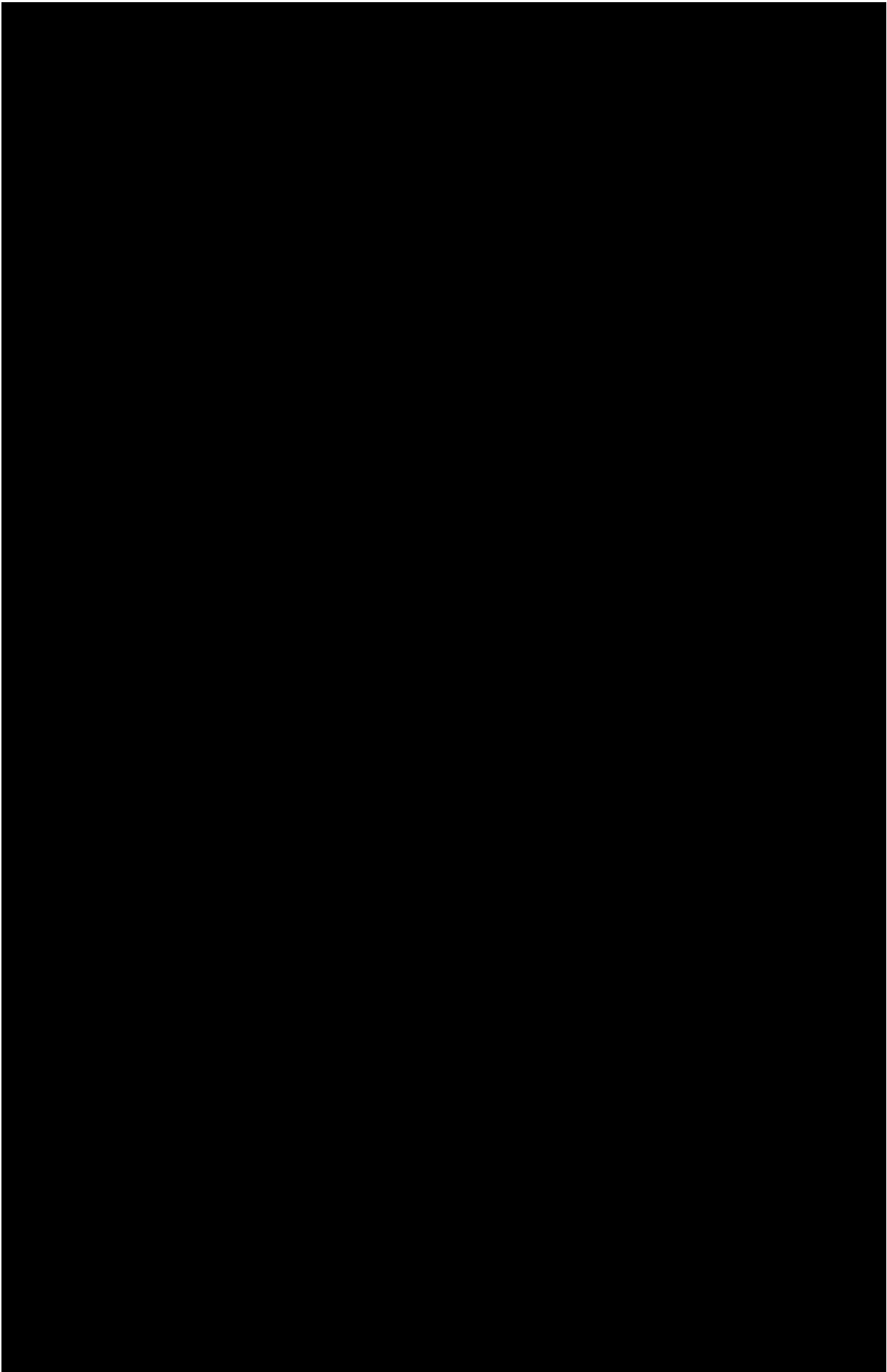


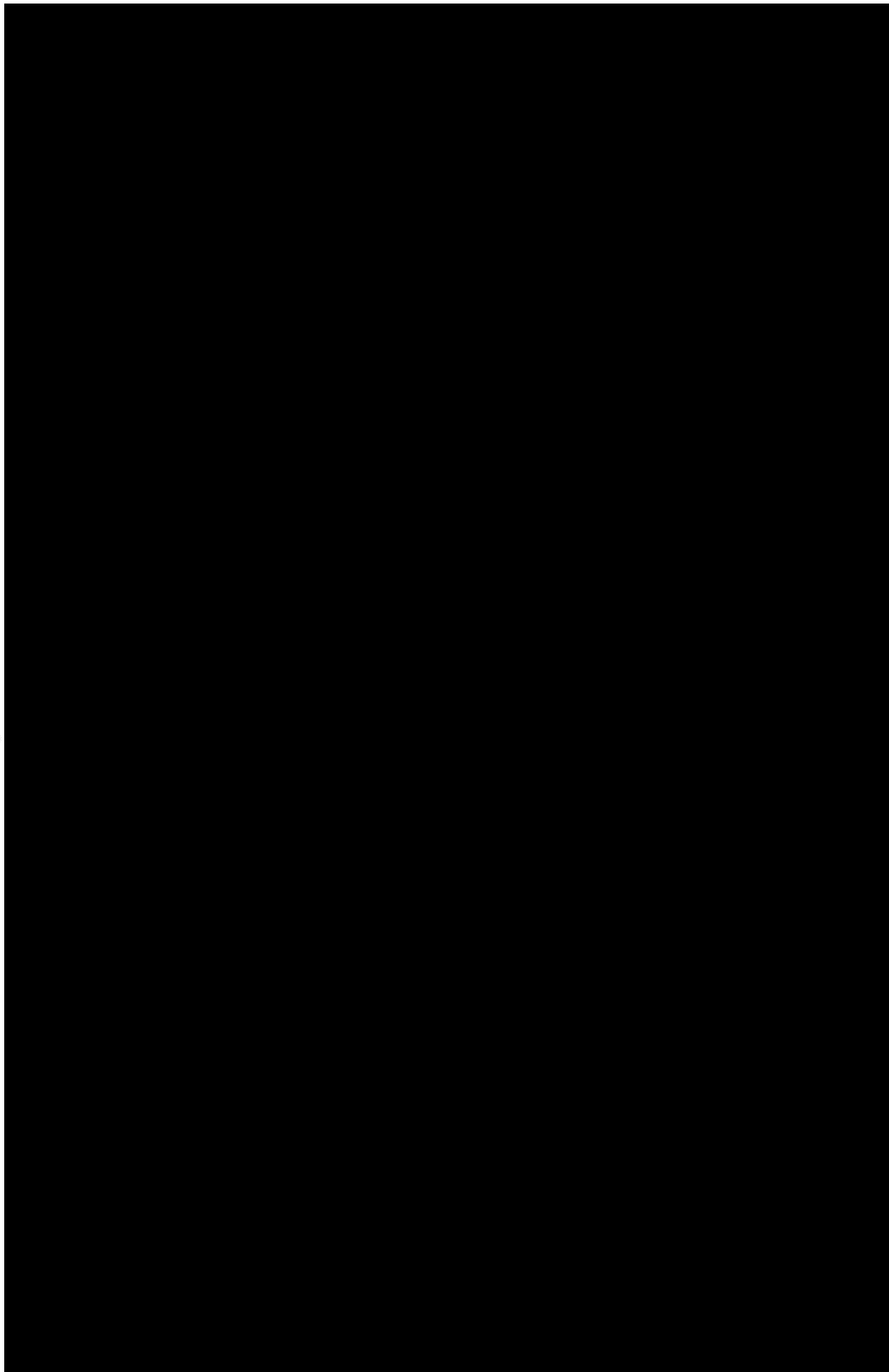


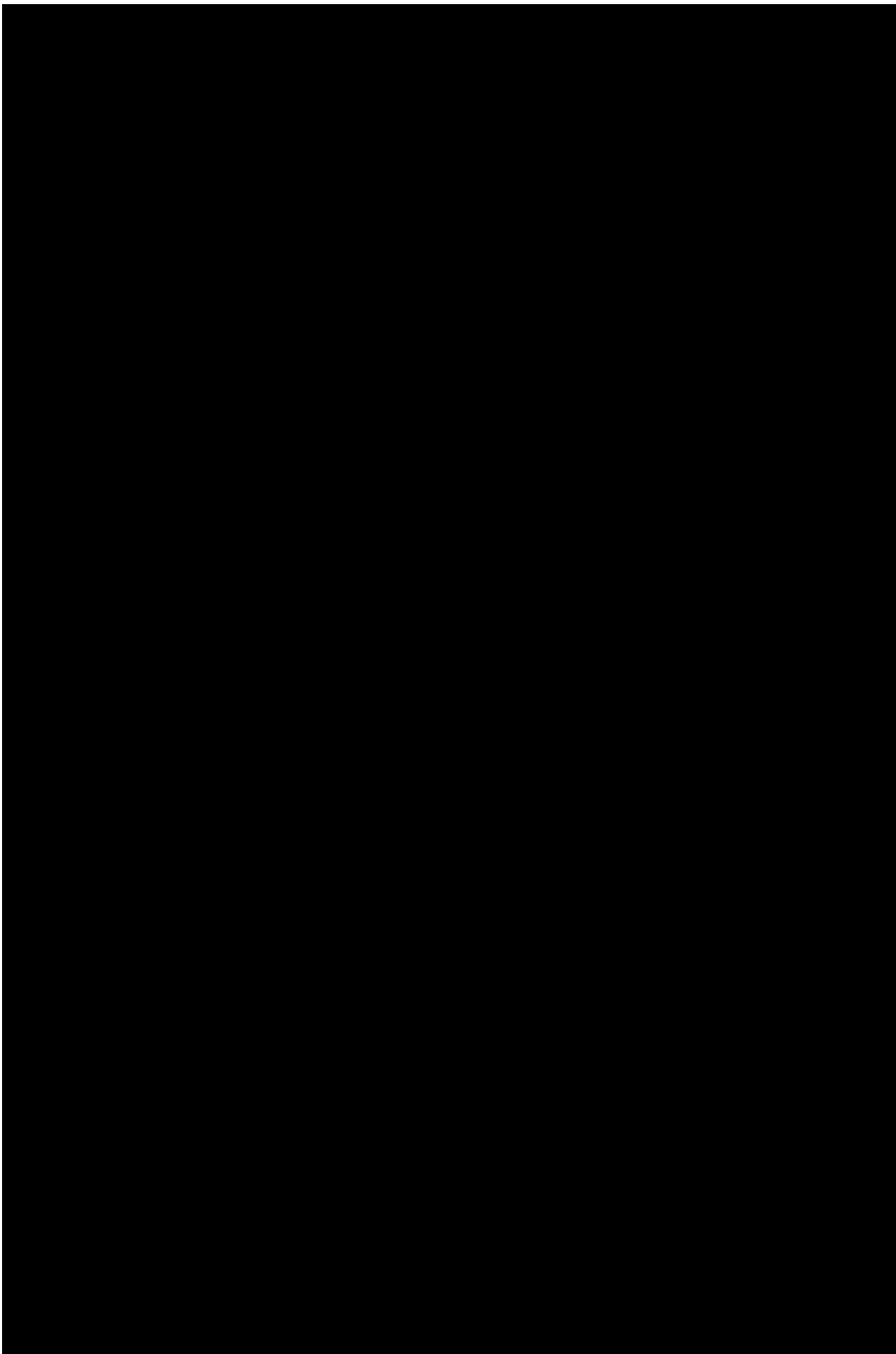


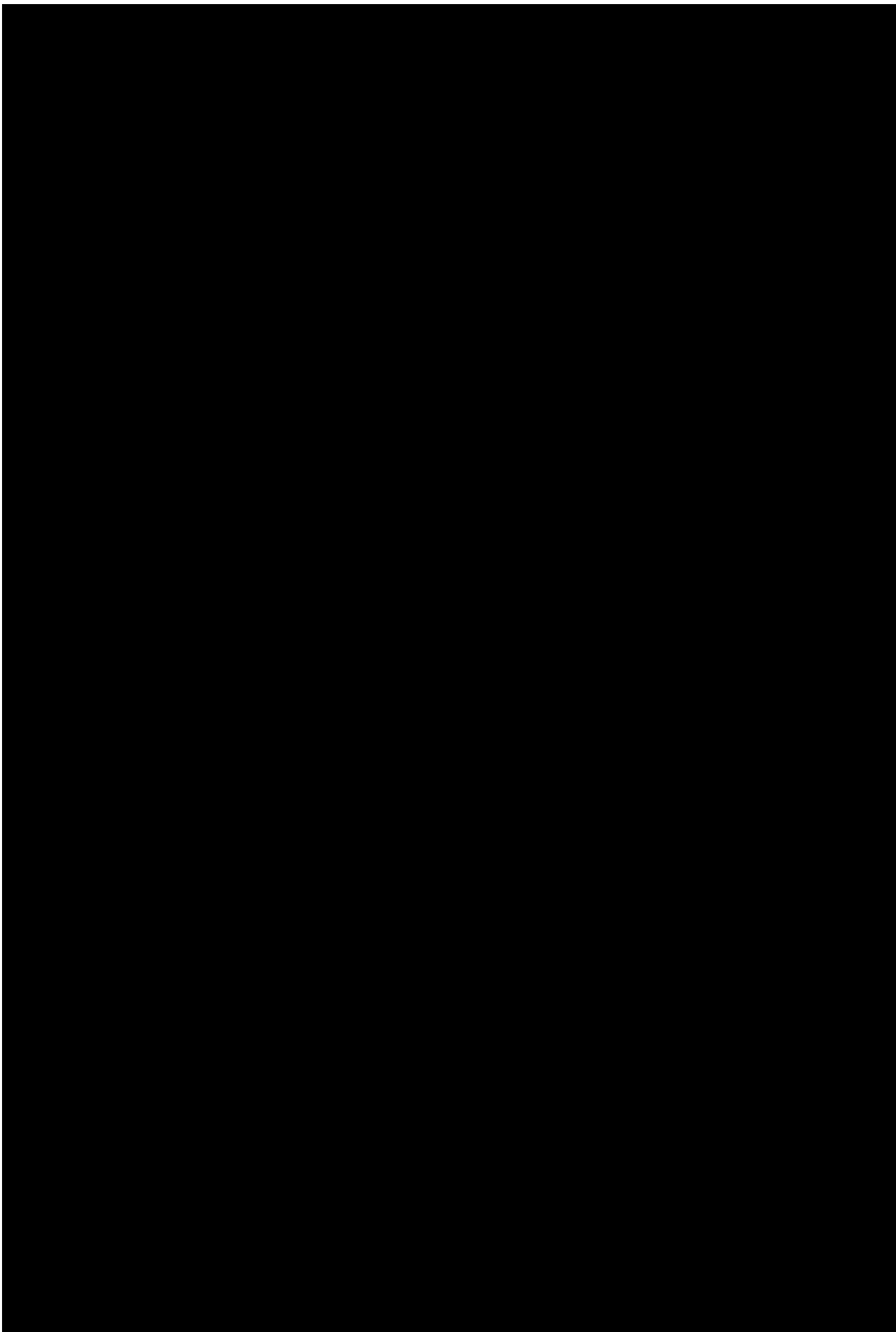
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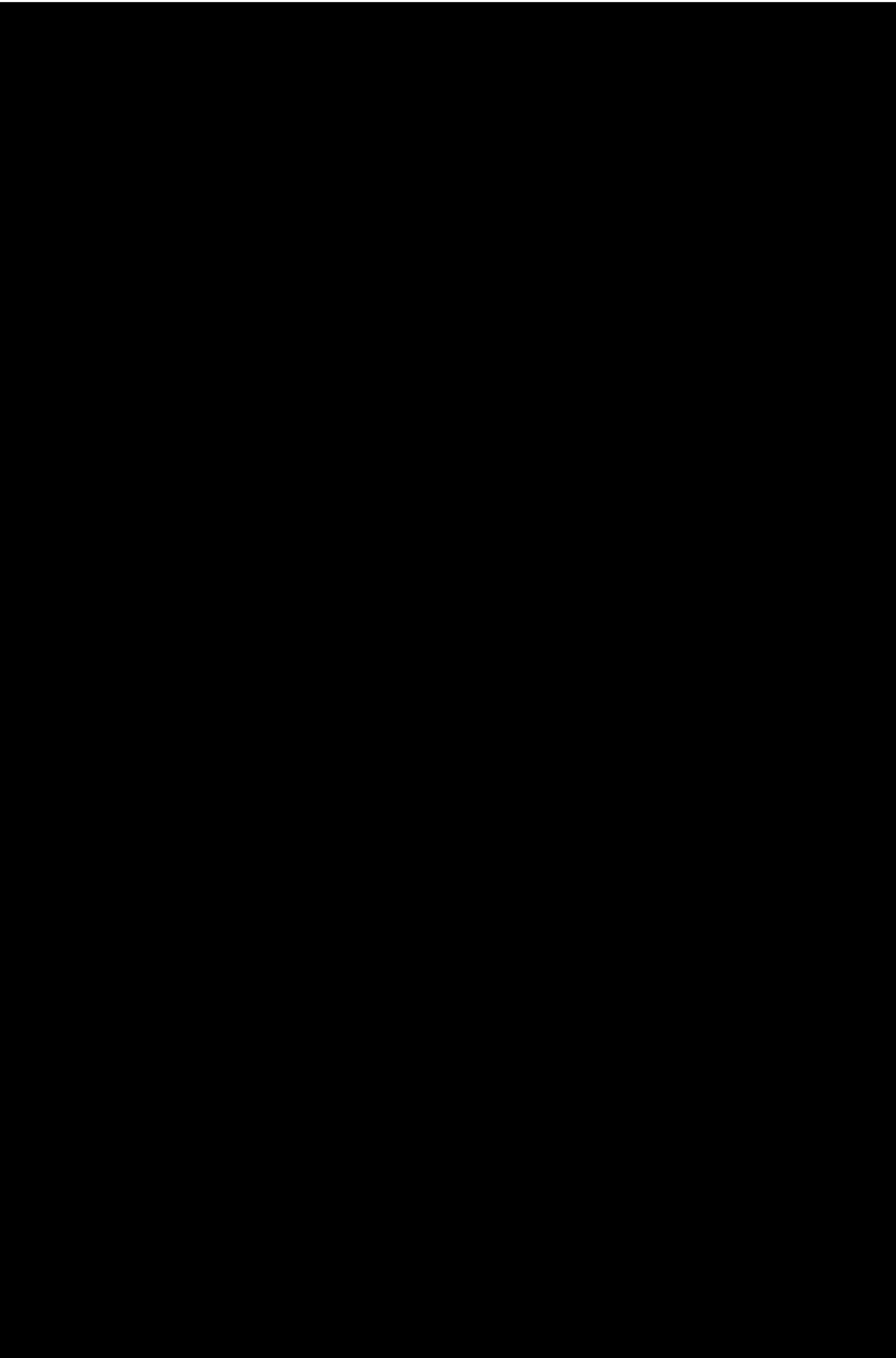


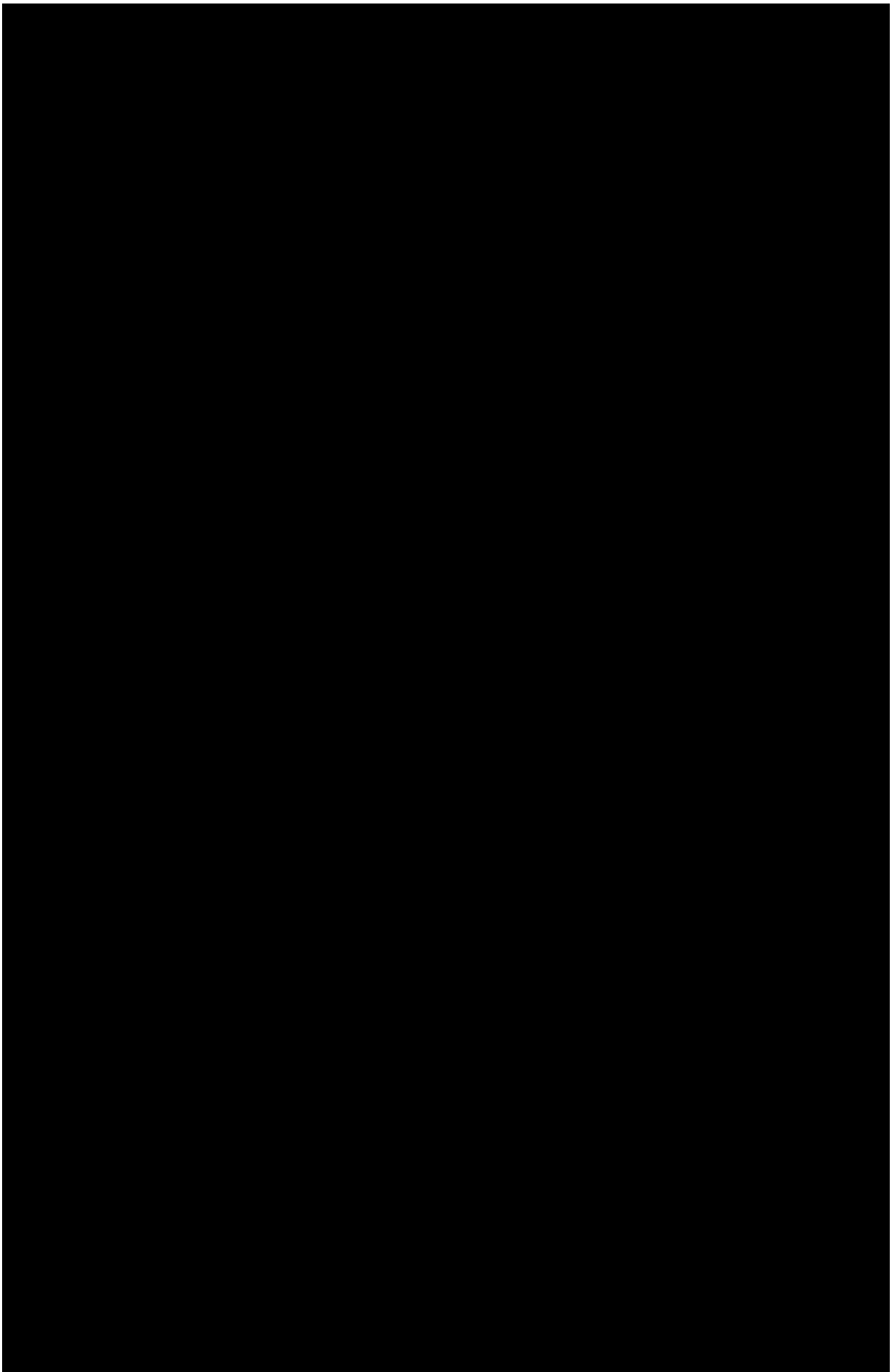


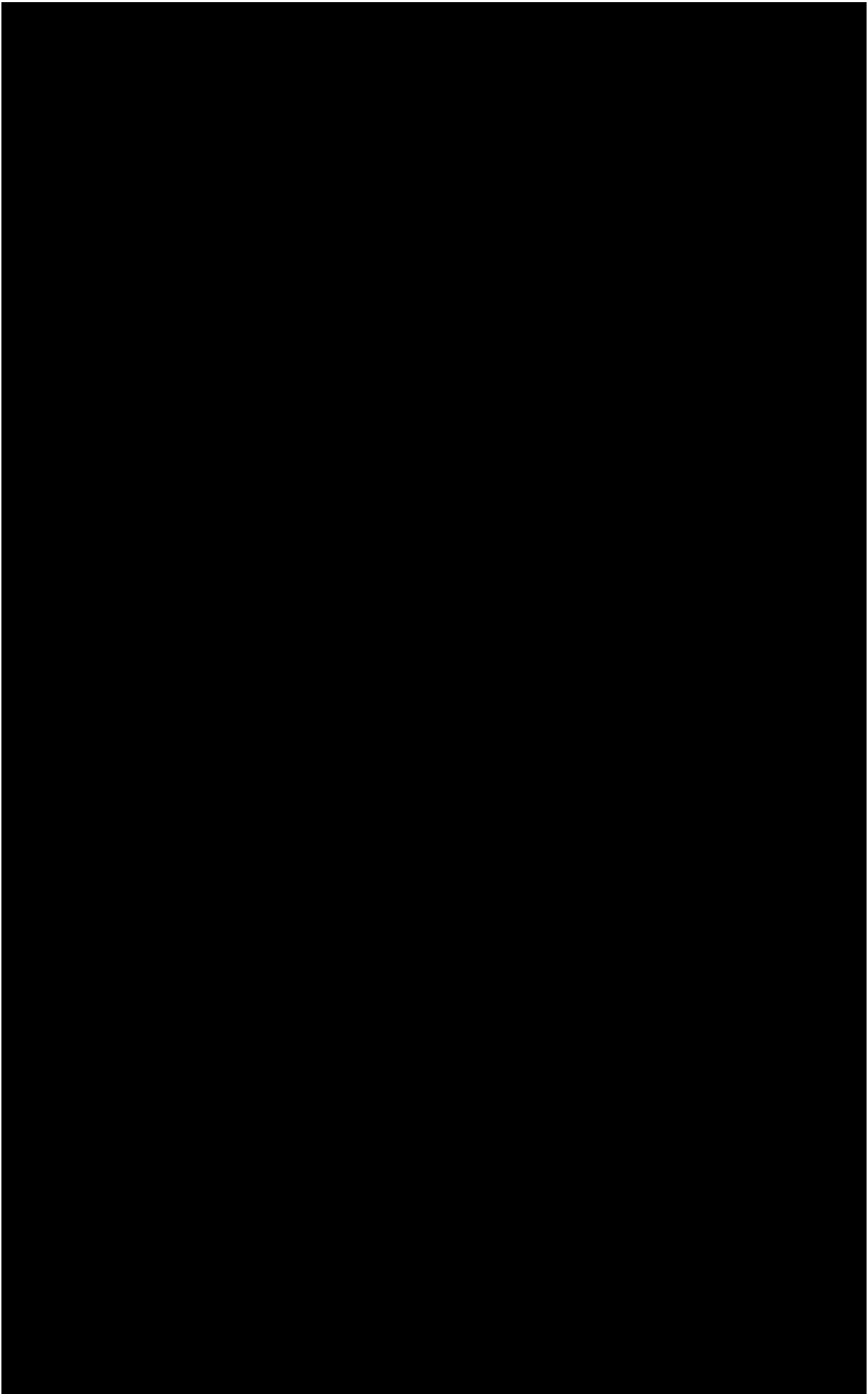


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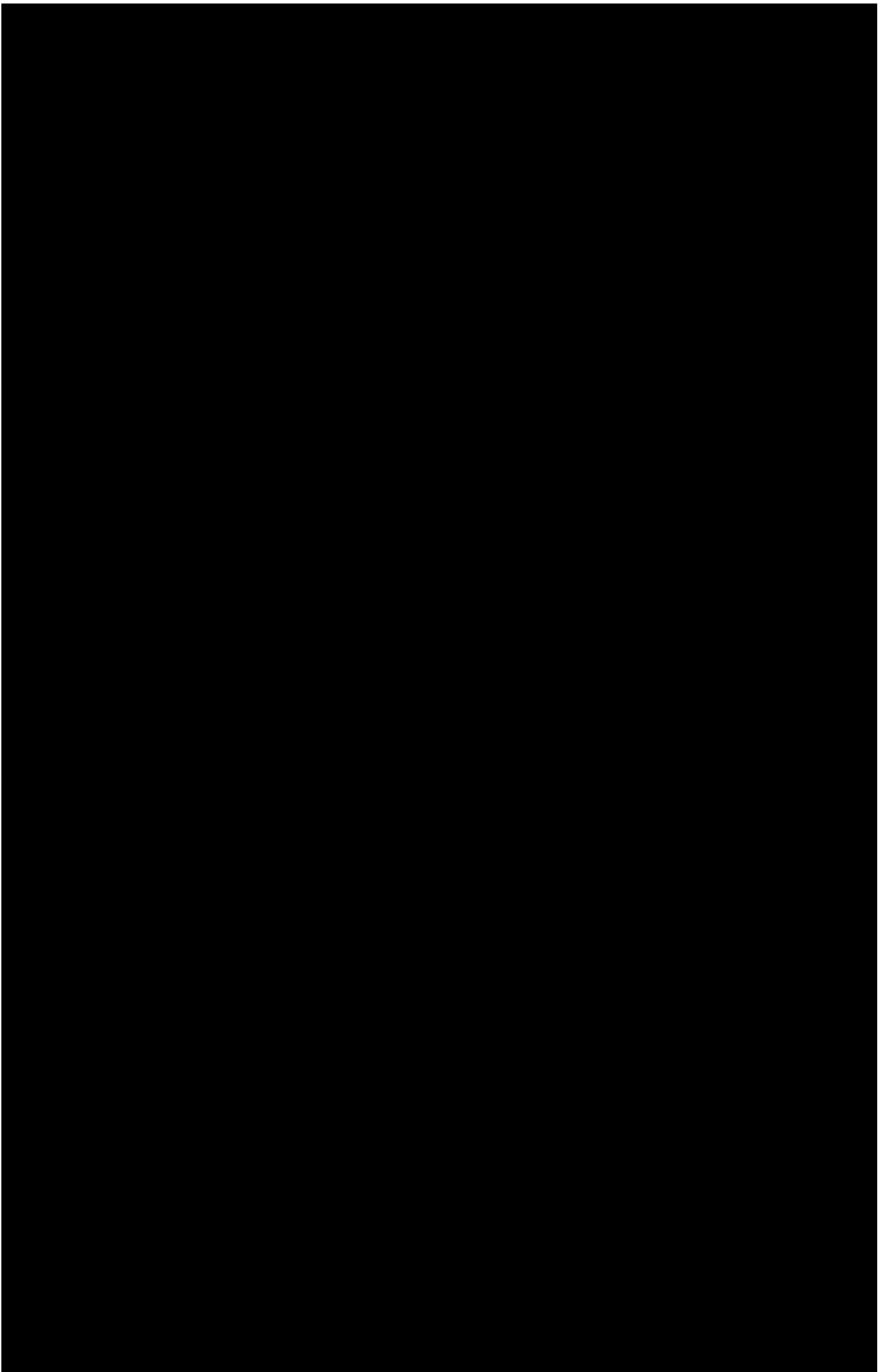


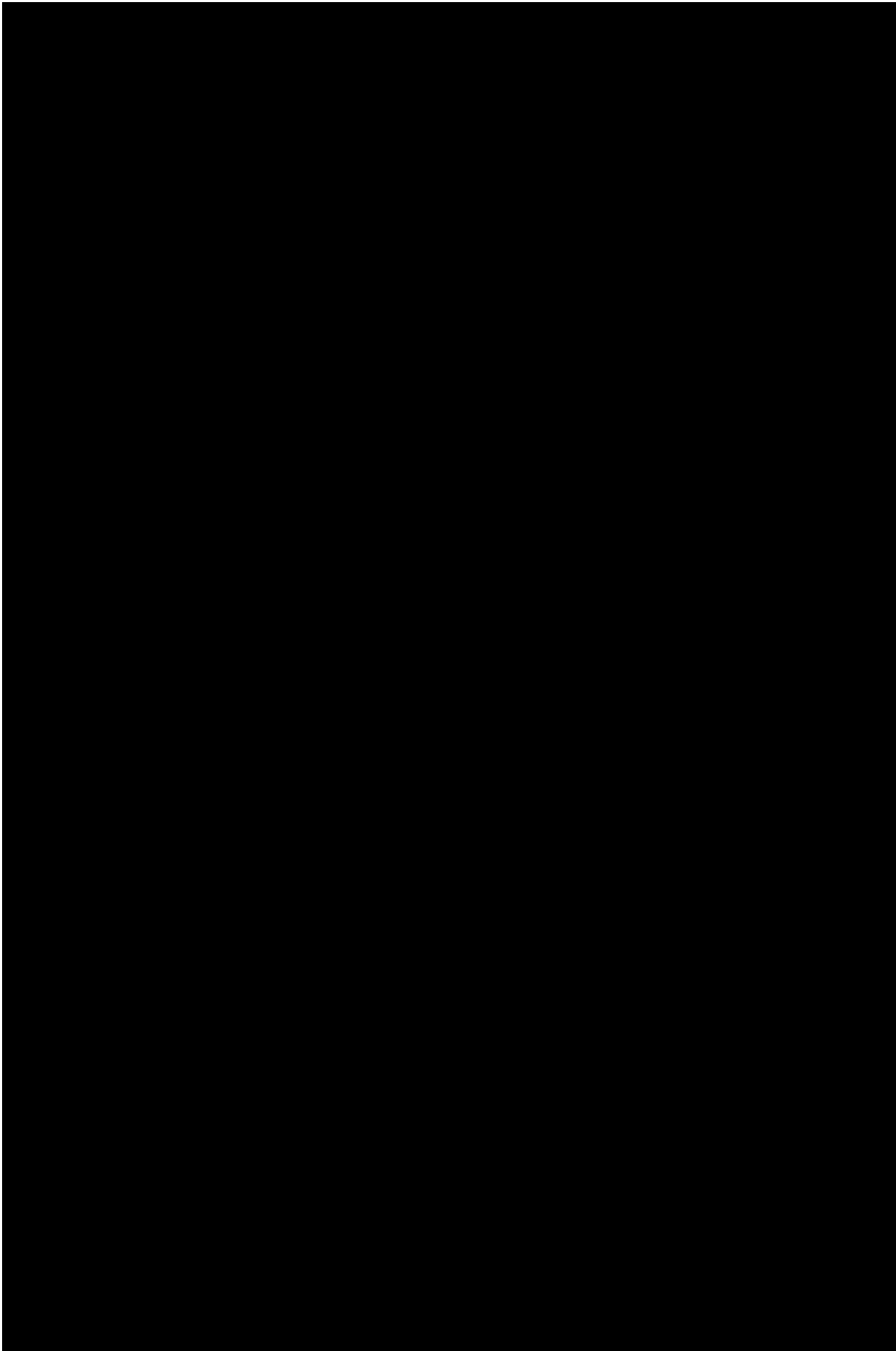


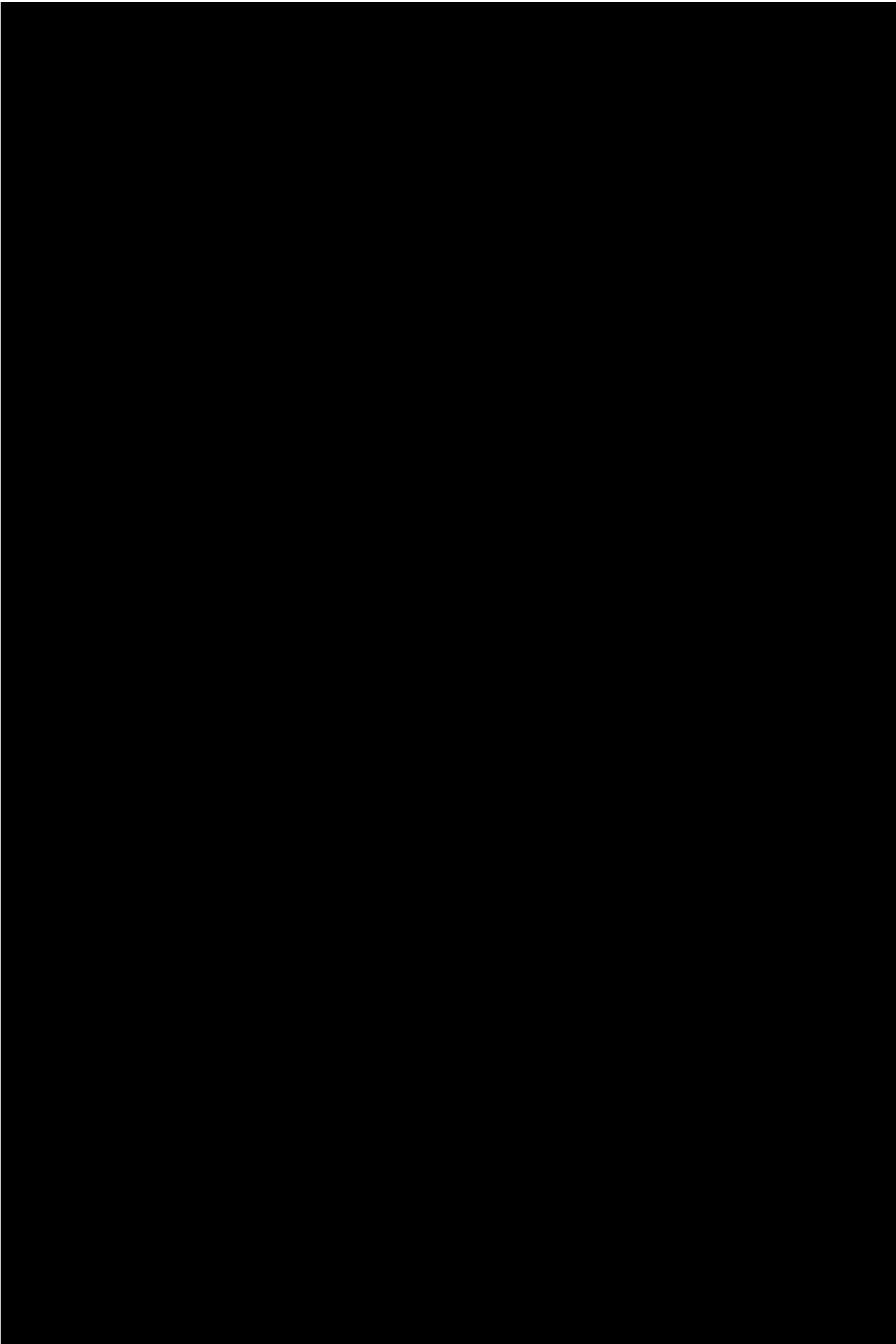


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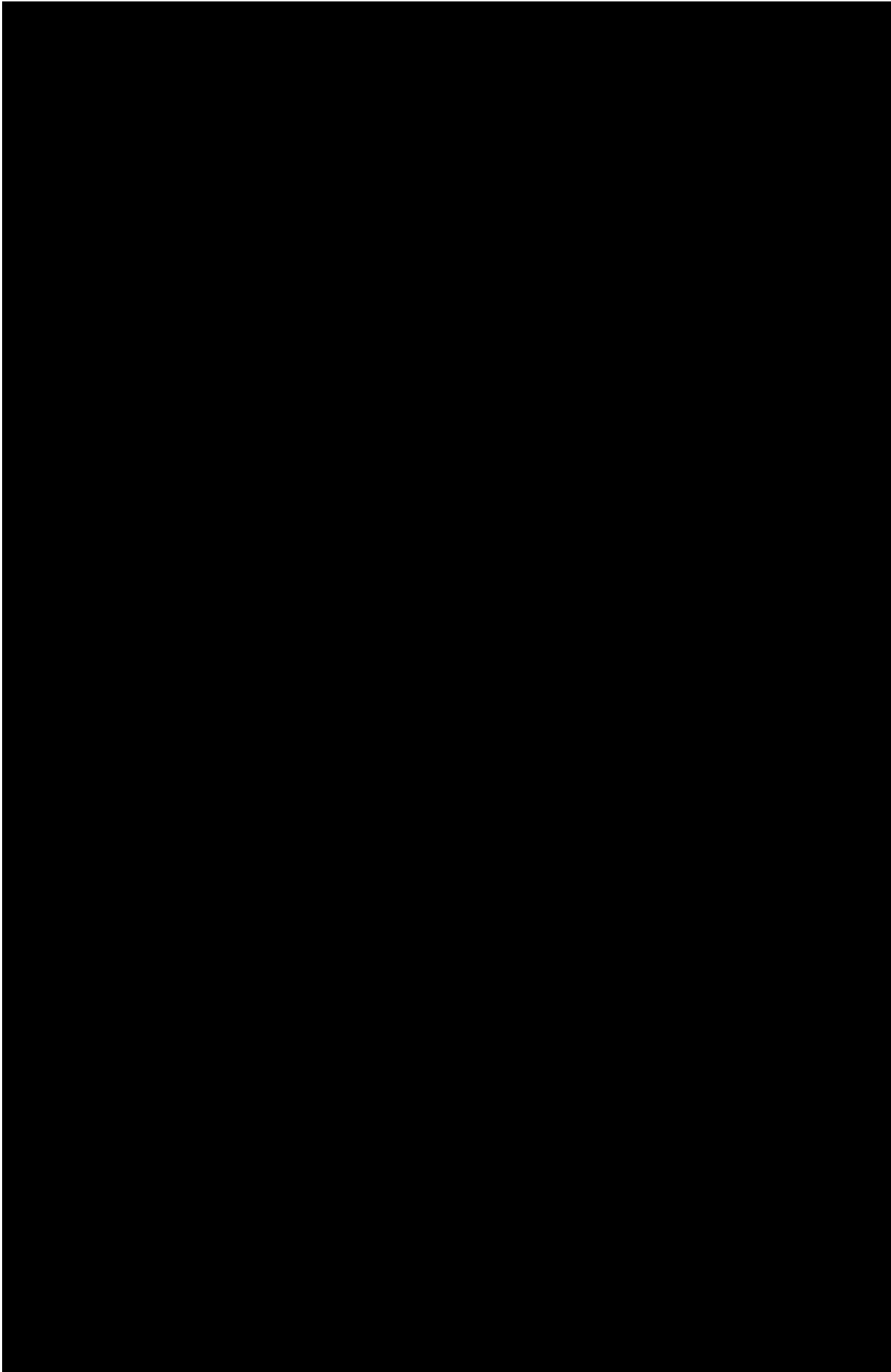






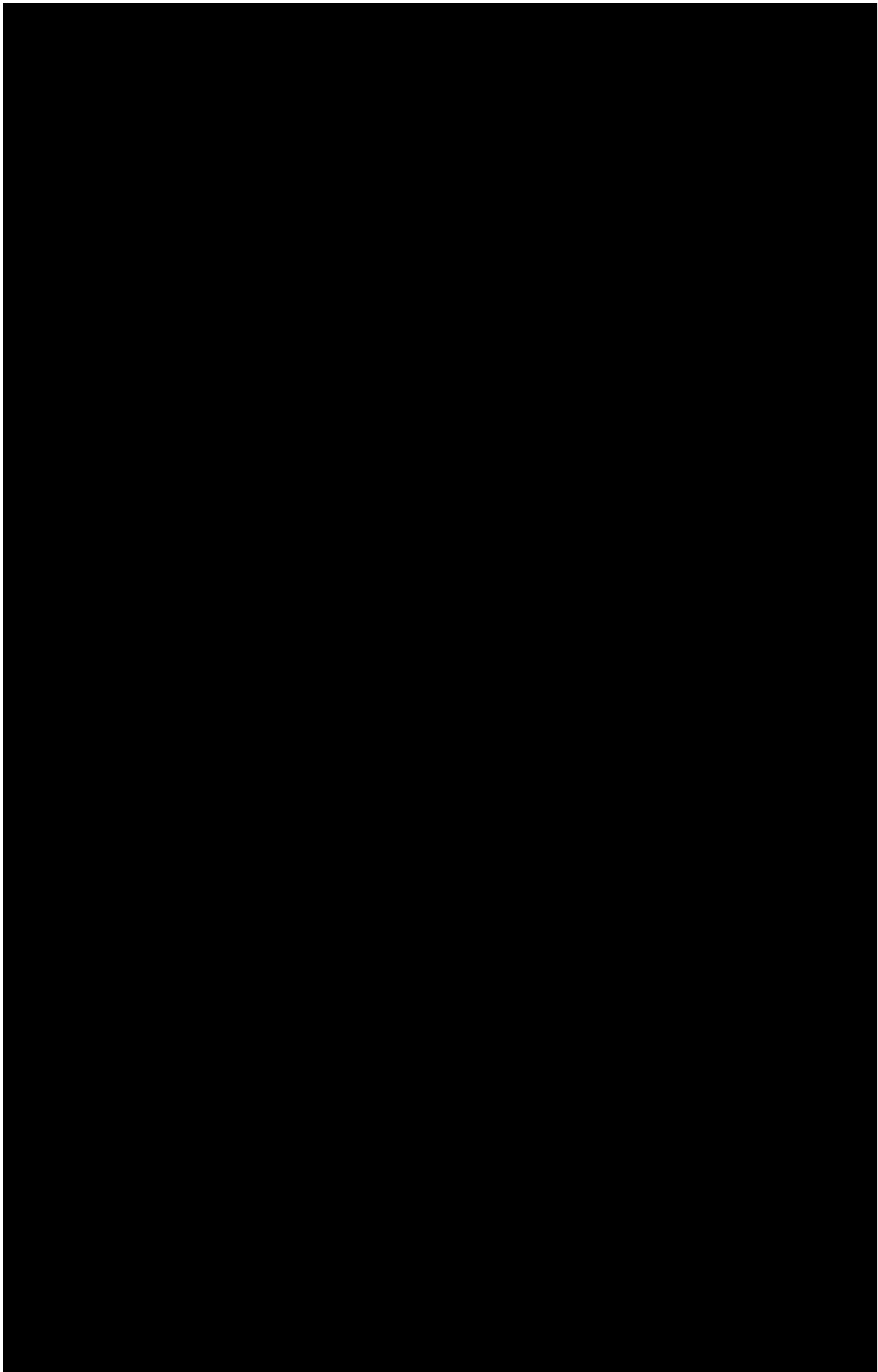
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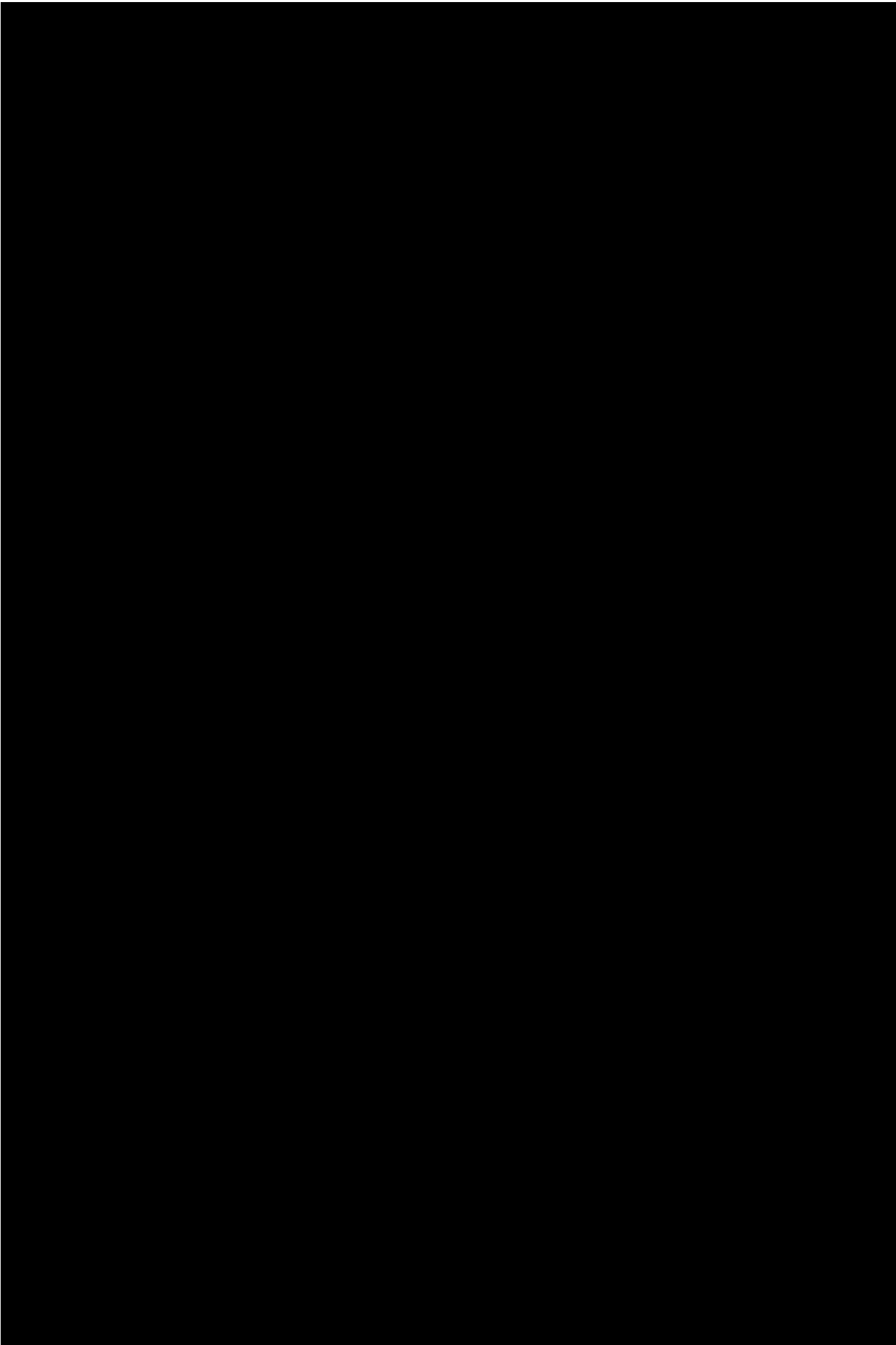
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SCHEDULE E4

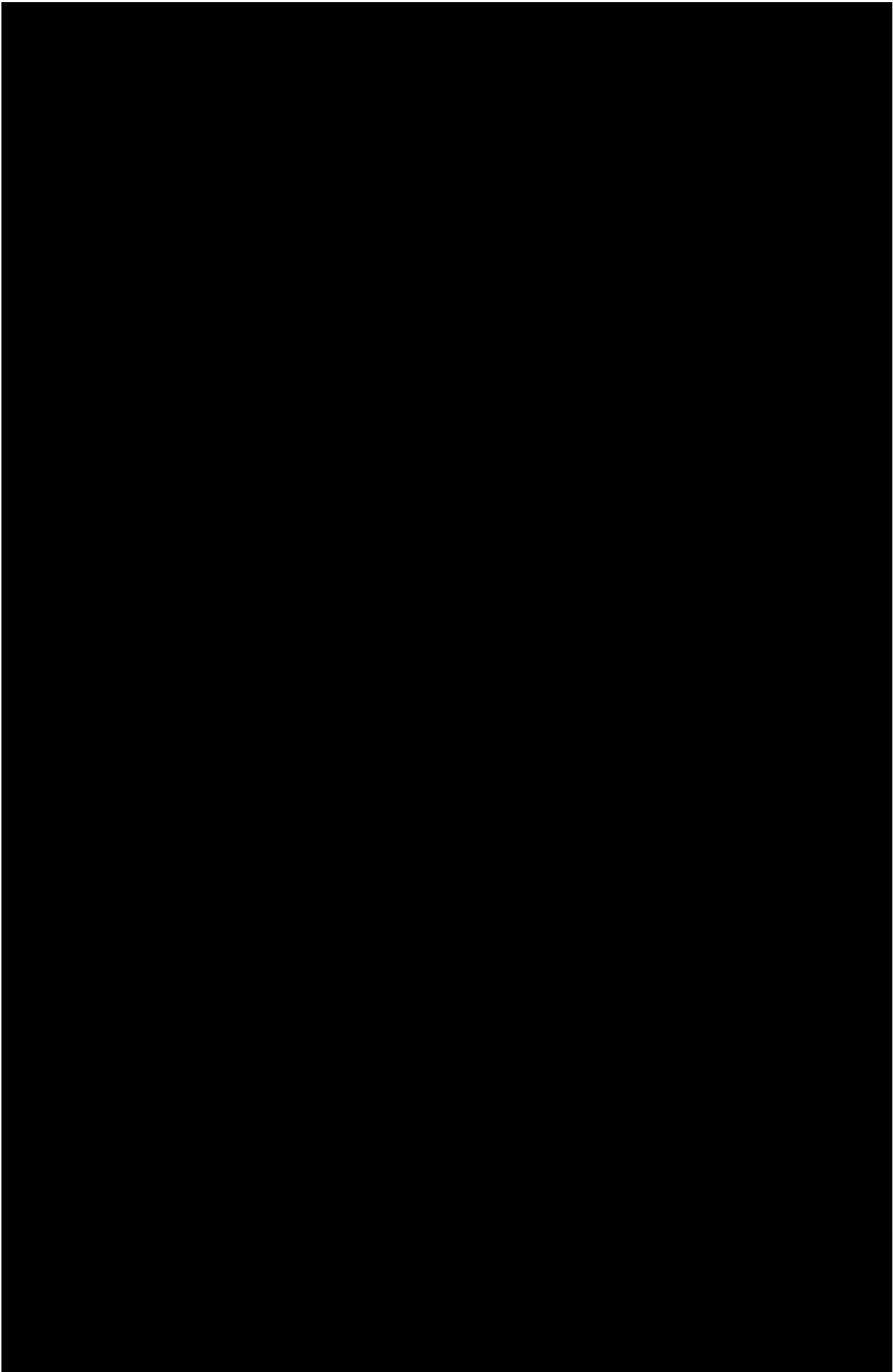
Form of Financier's Side Deed

(Clauses 1.1 and 33)



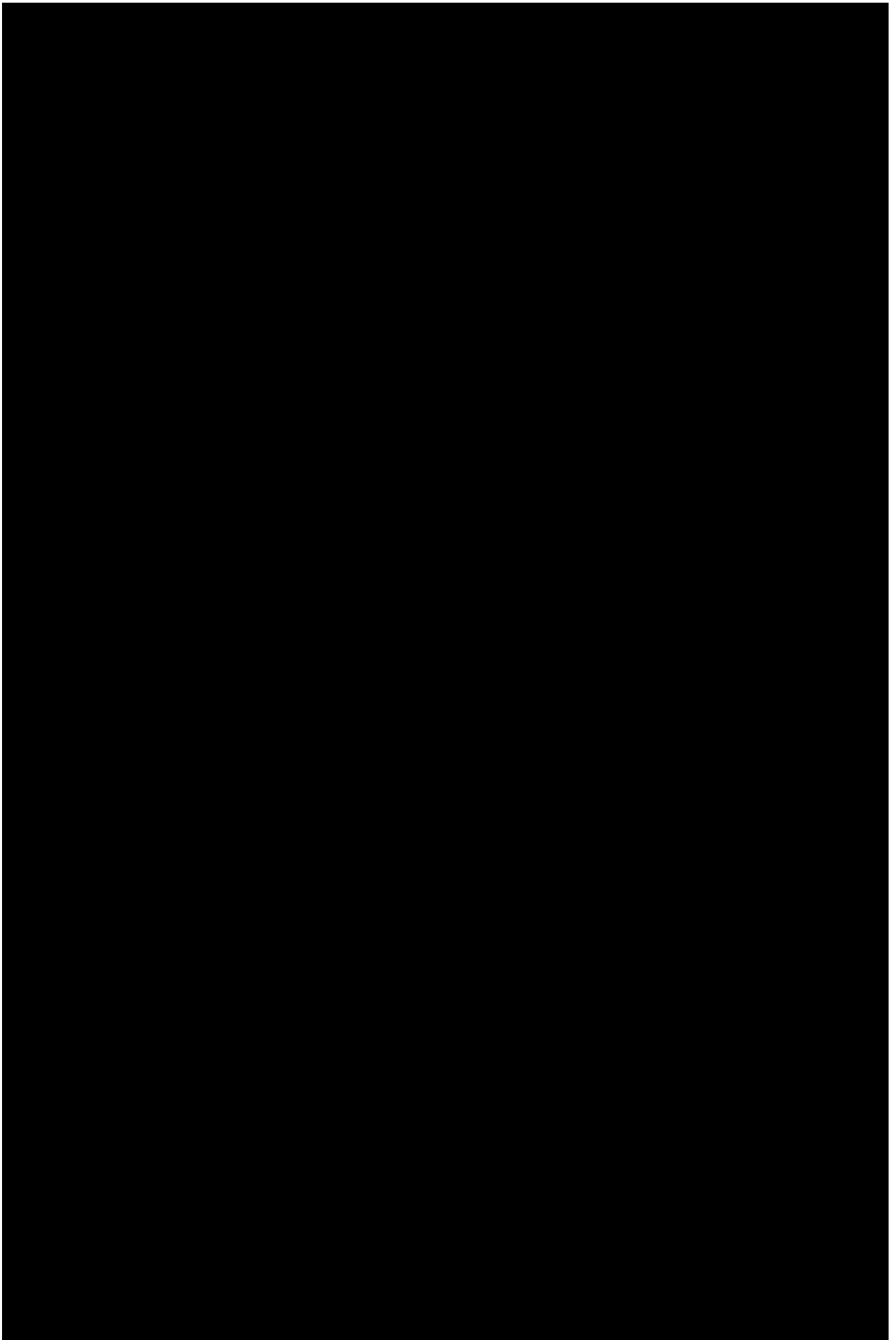
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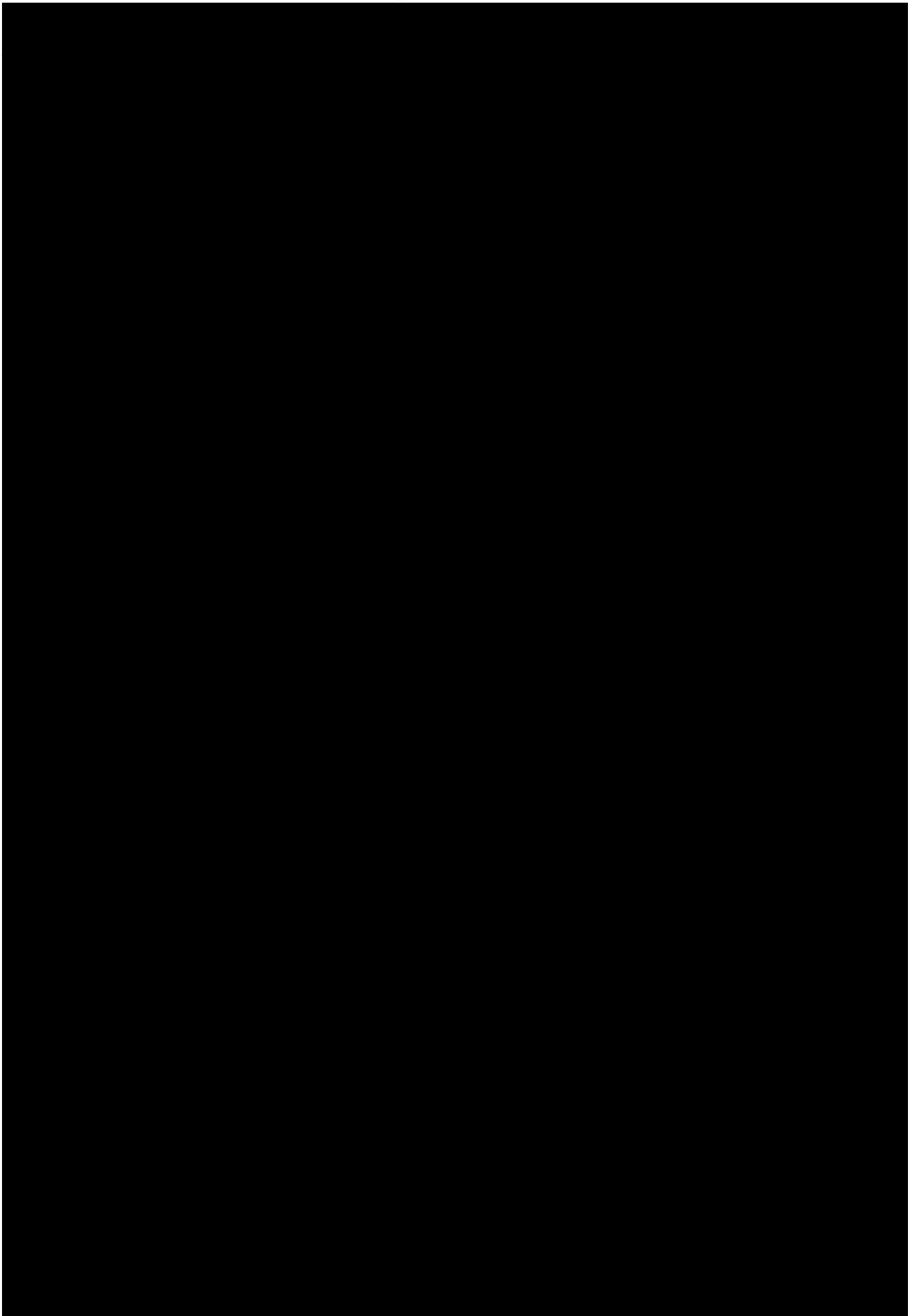
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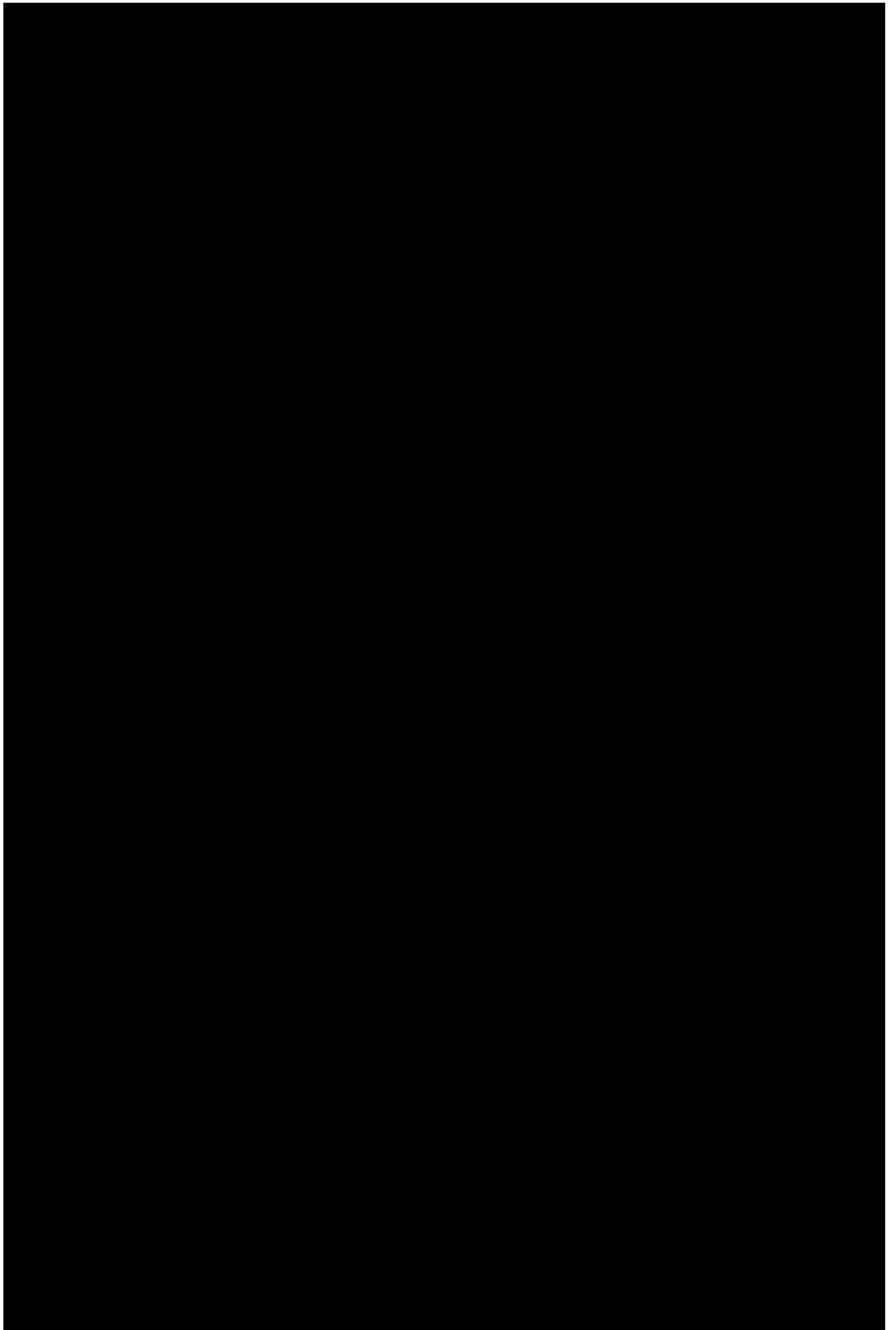
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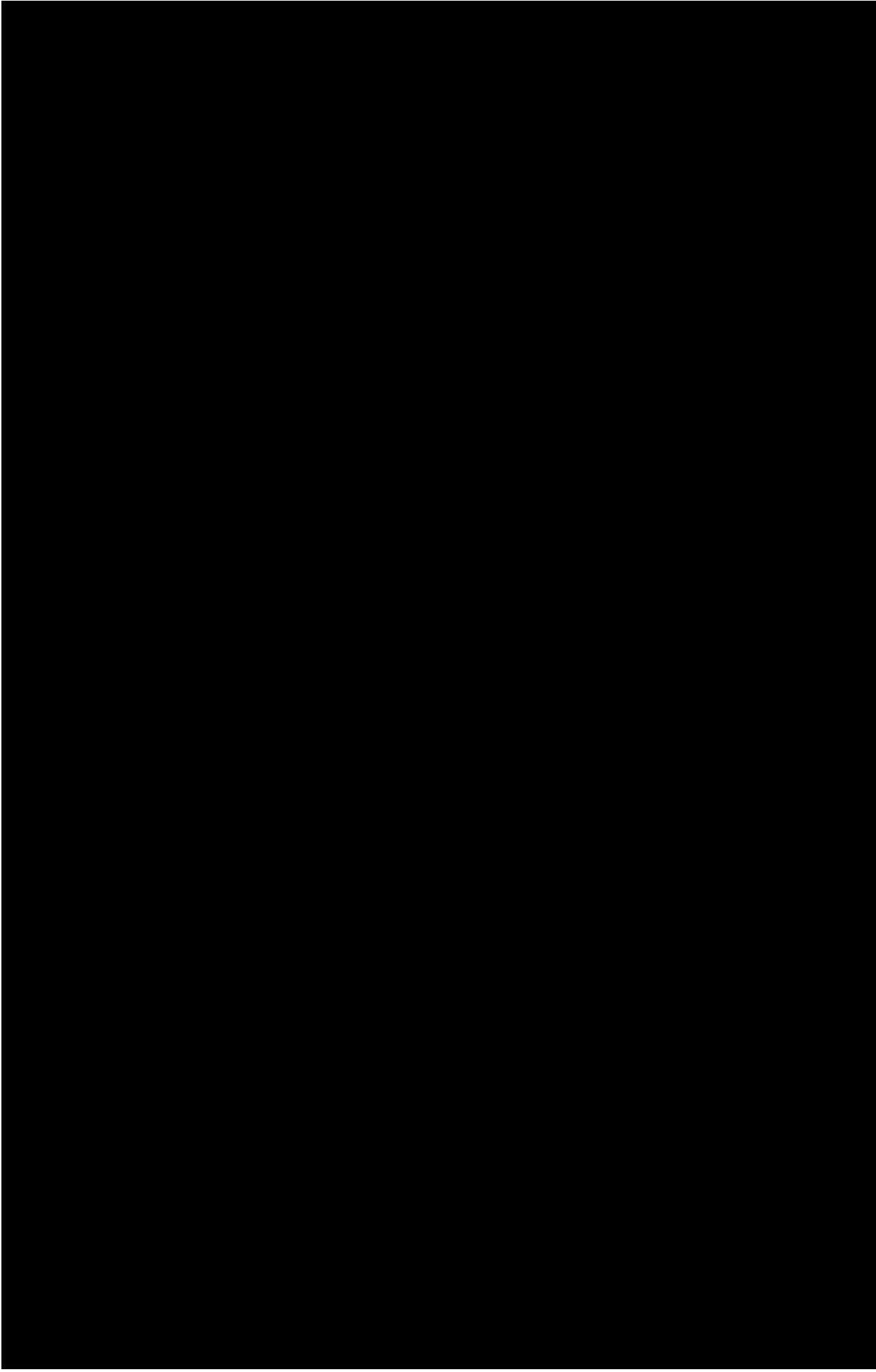


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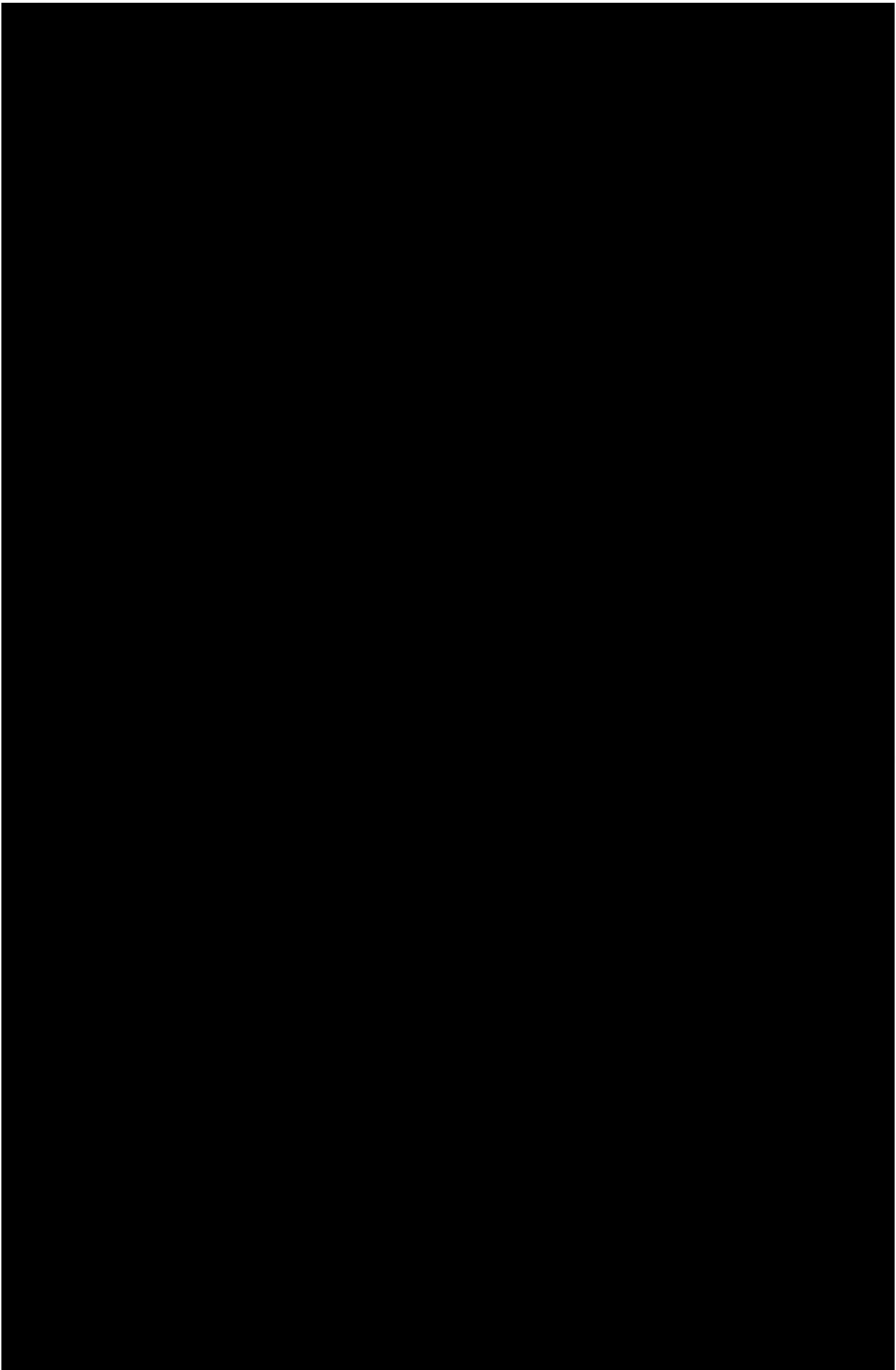


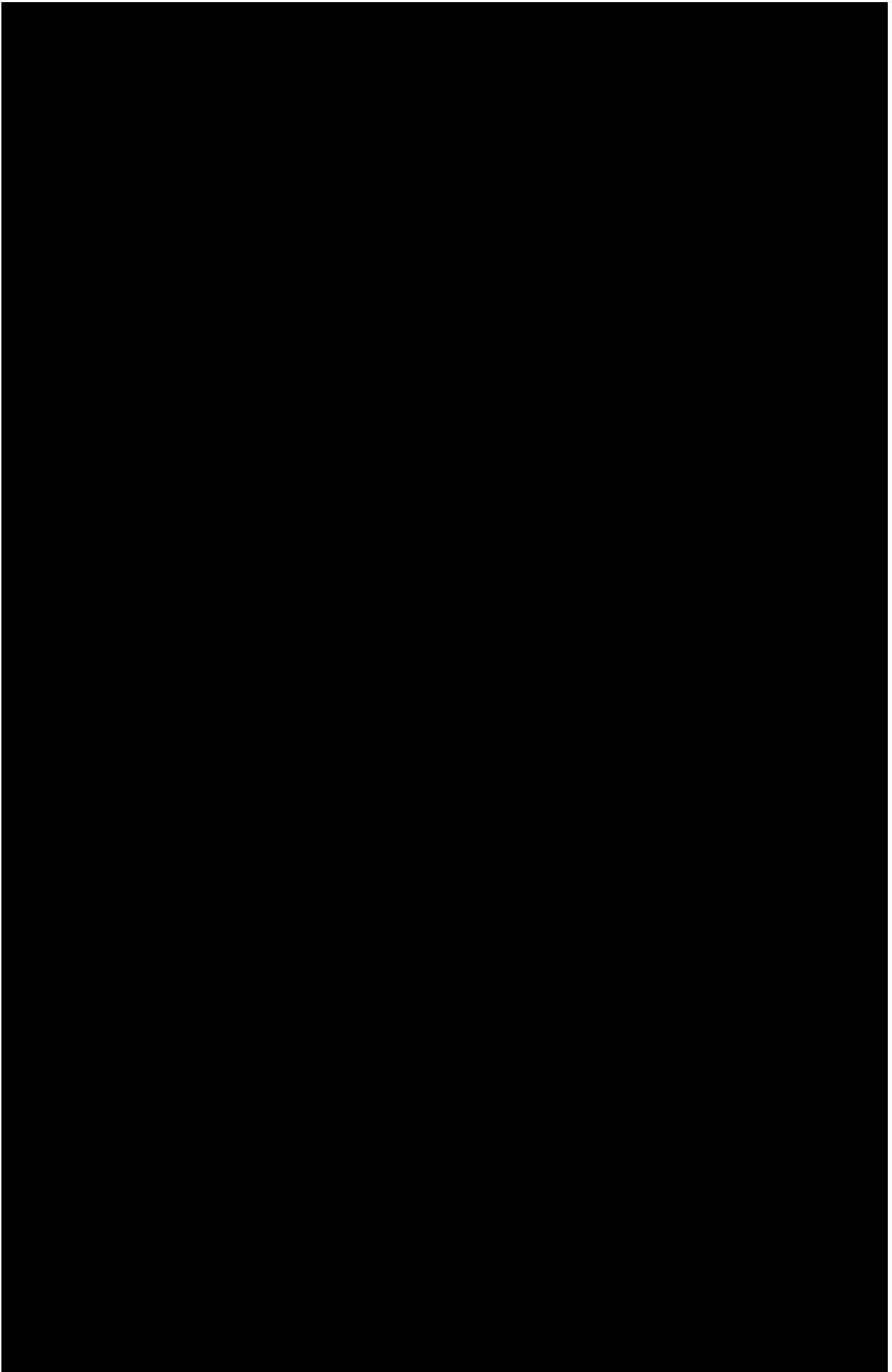


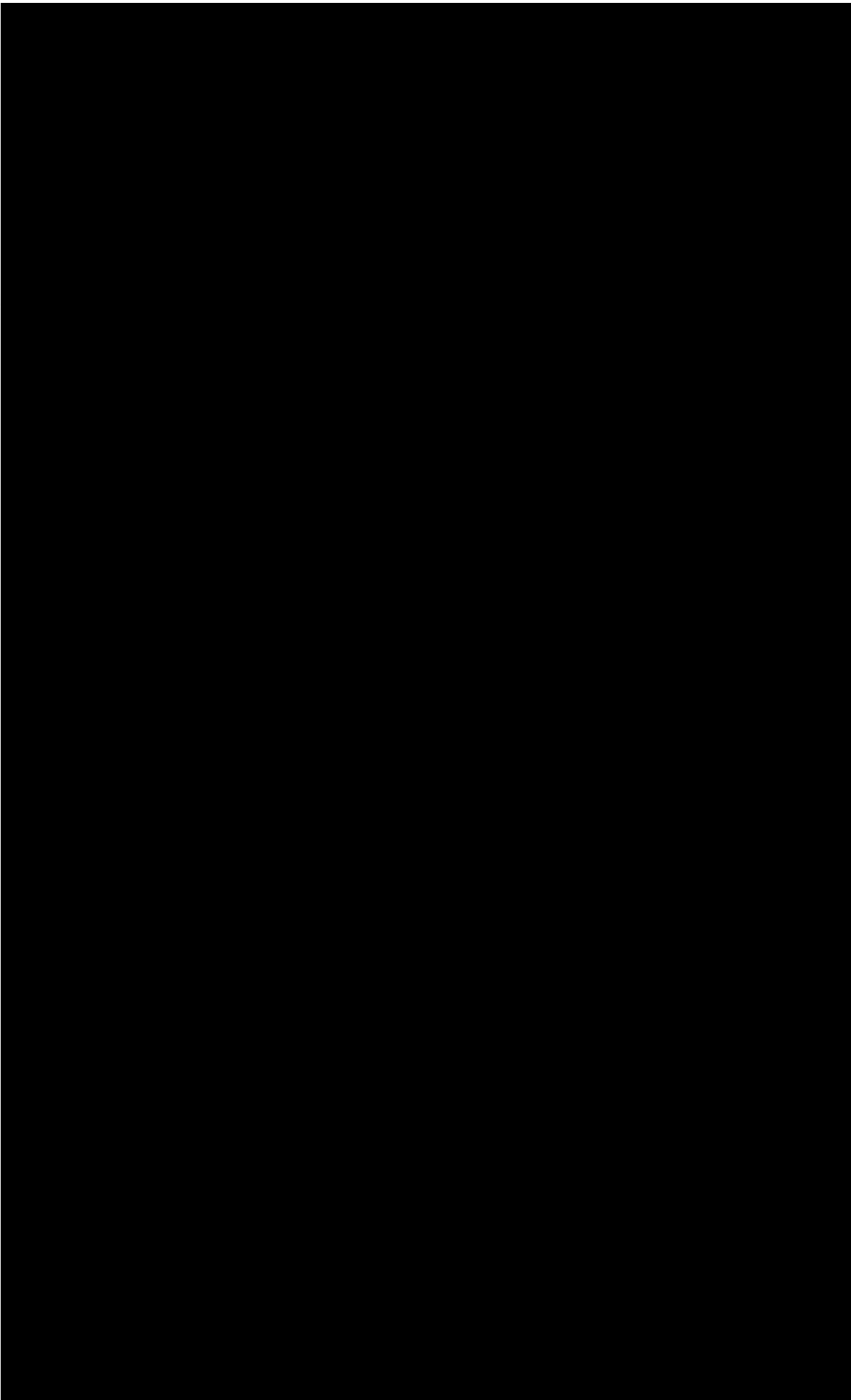


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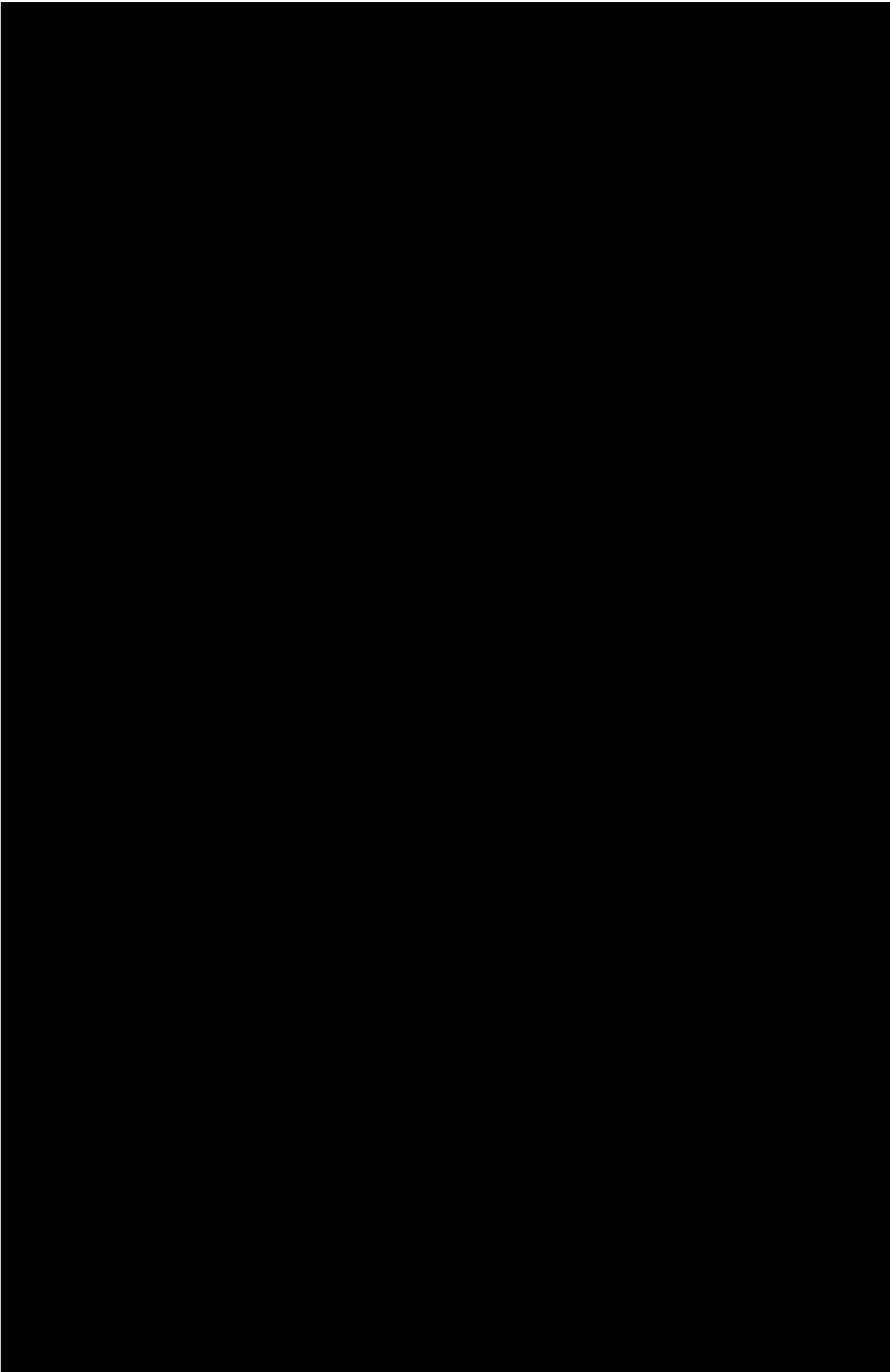






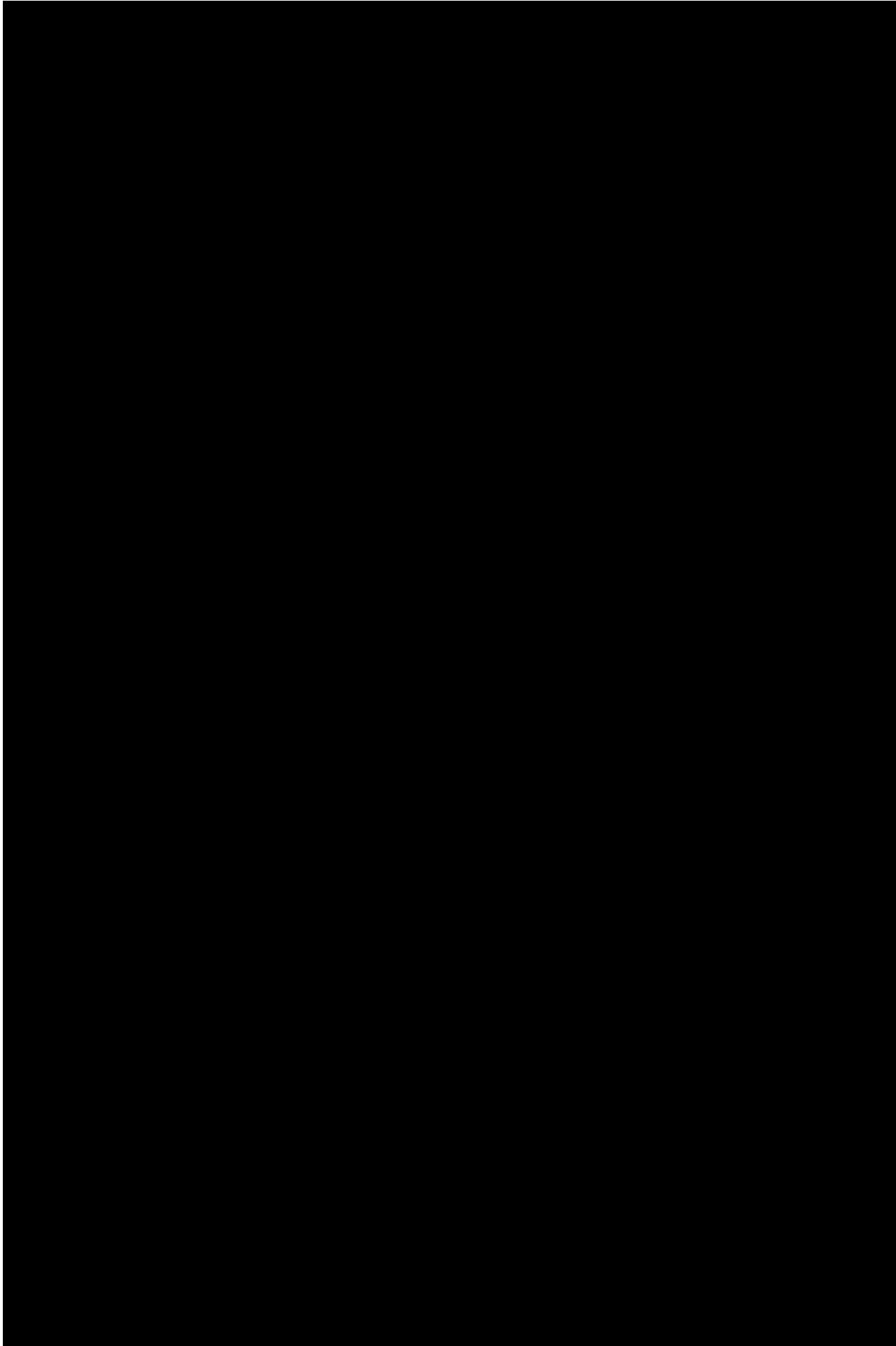
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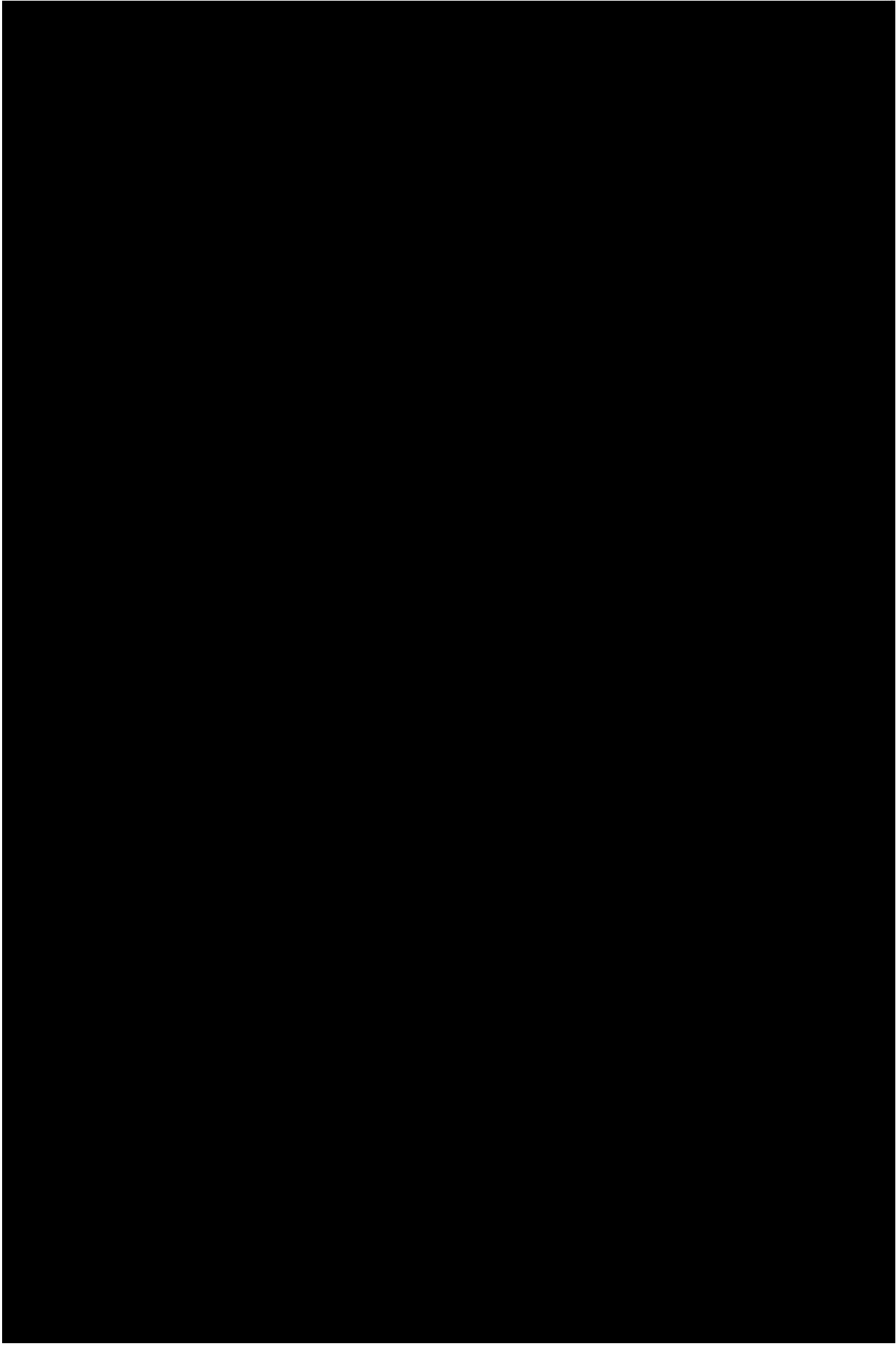
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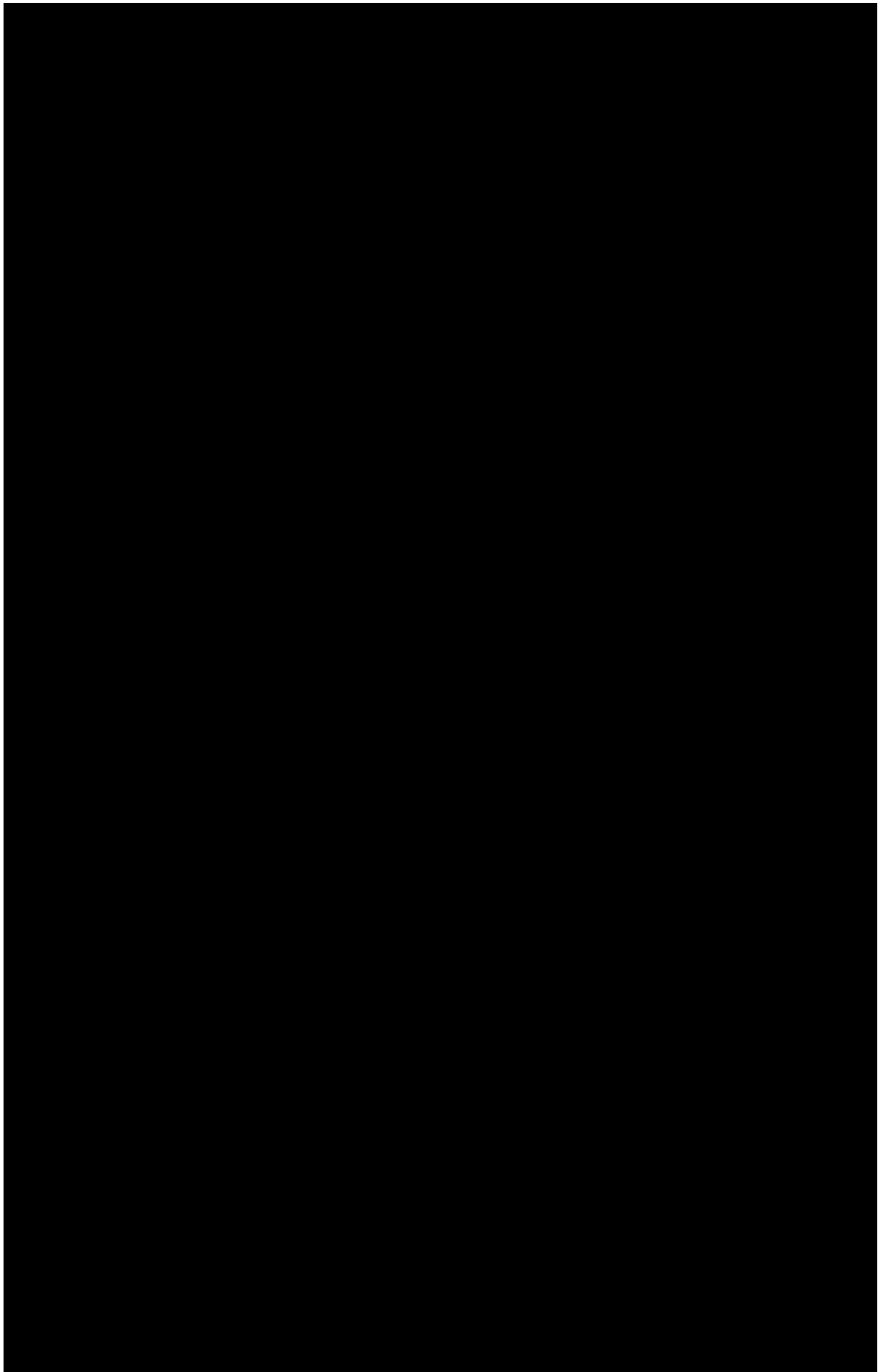


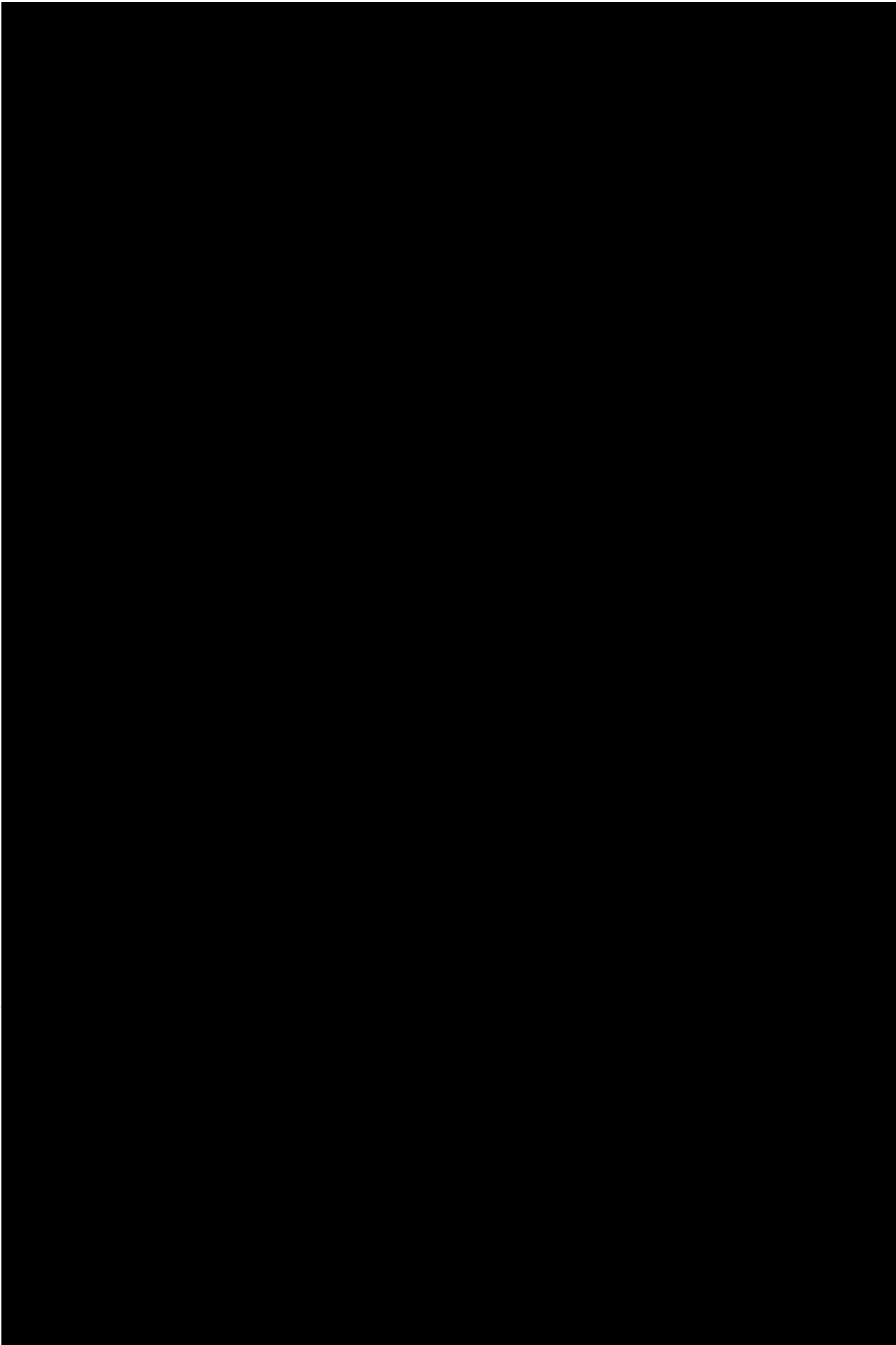
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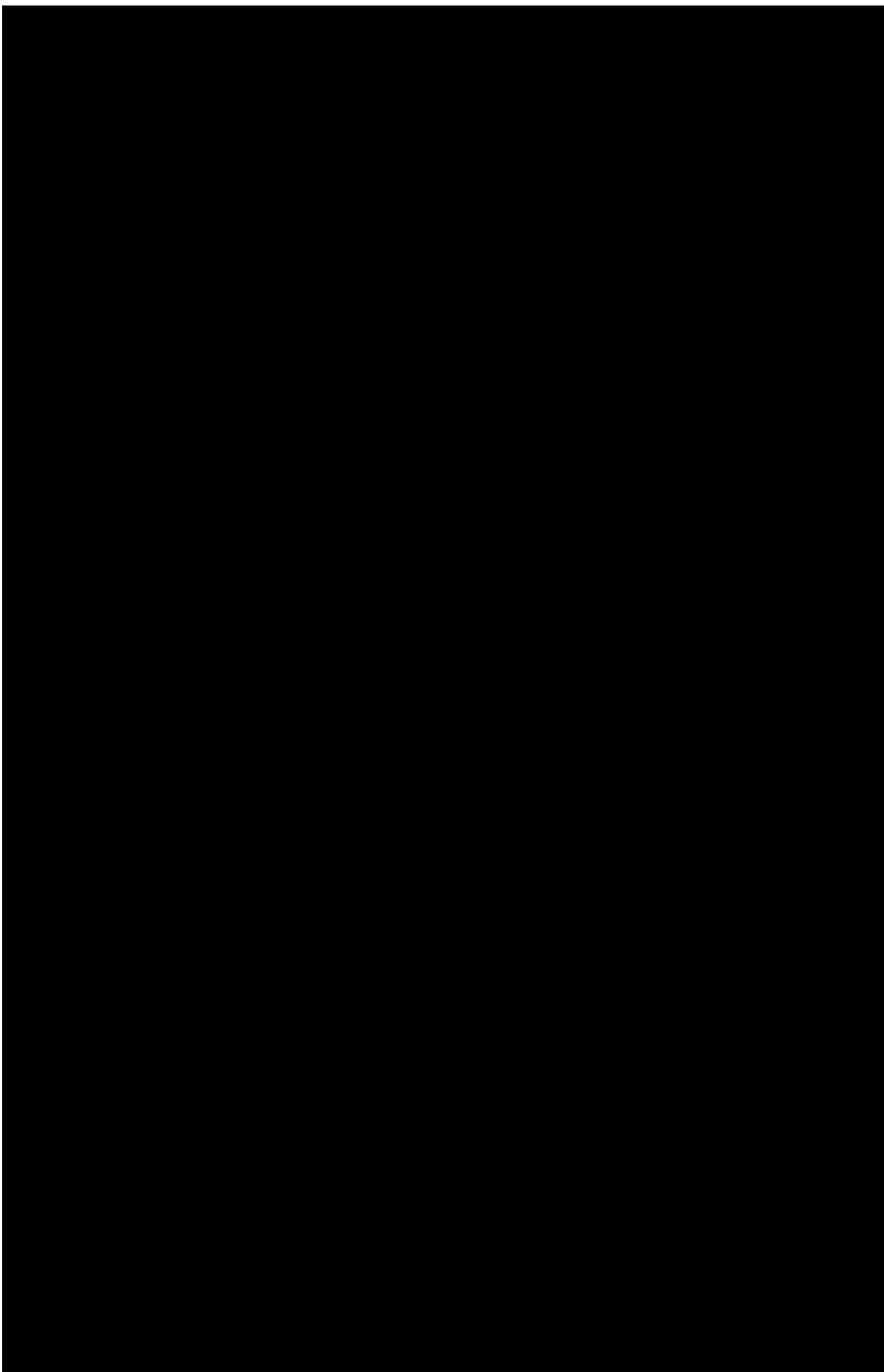
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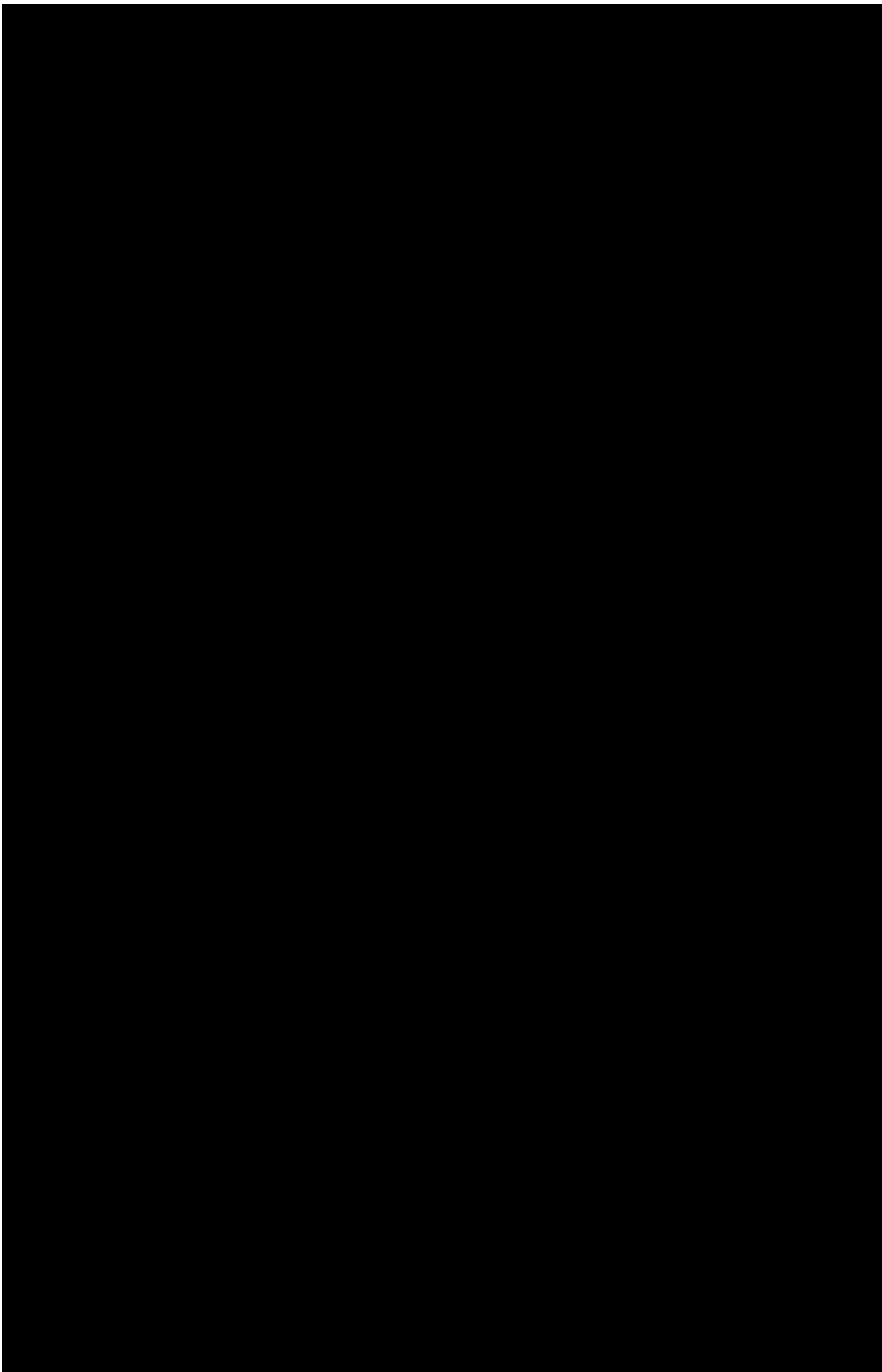


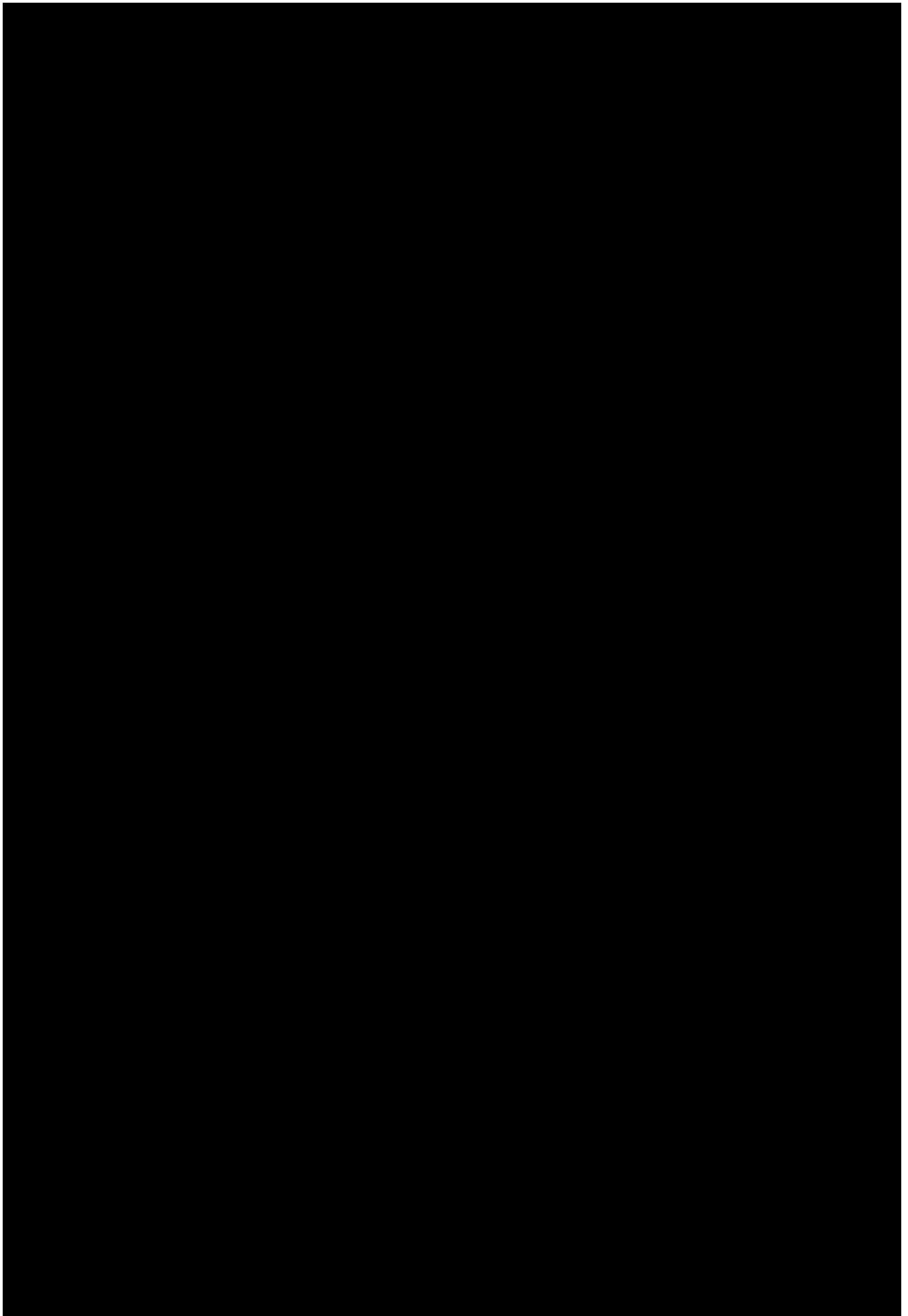




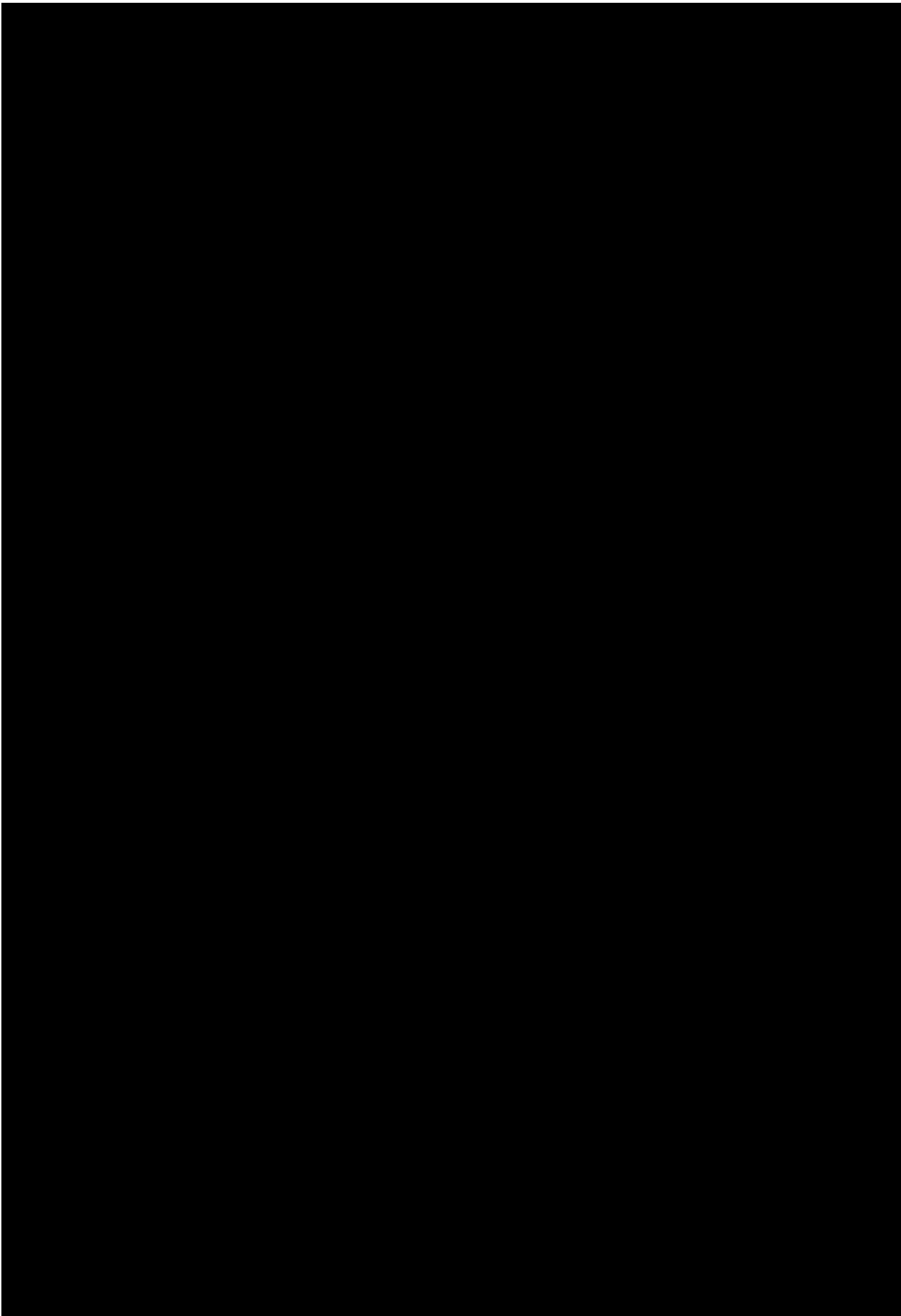


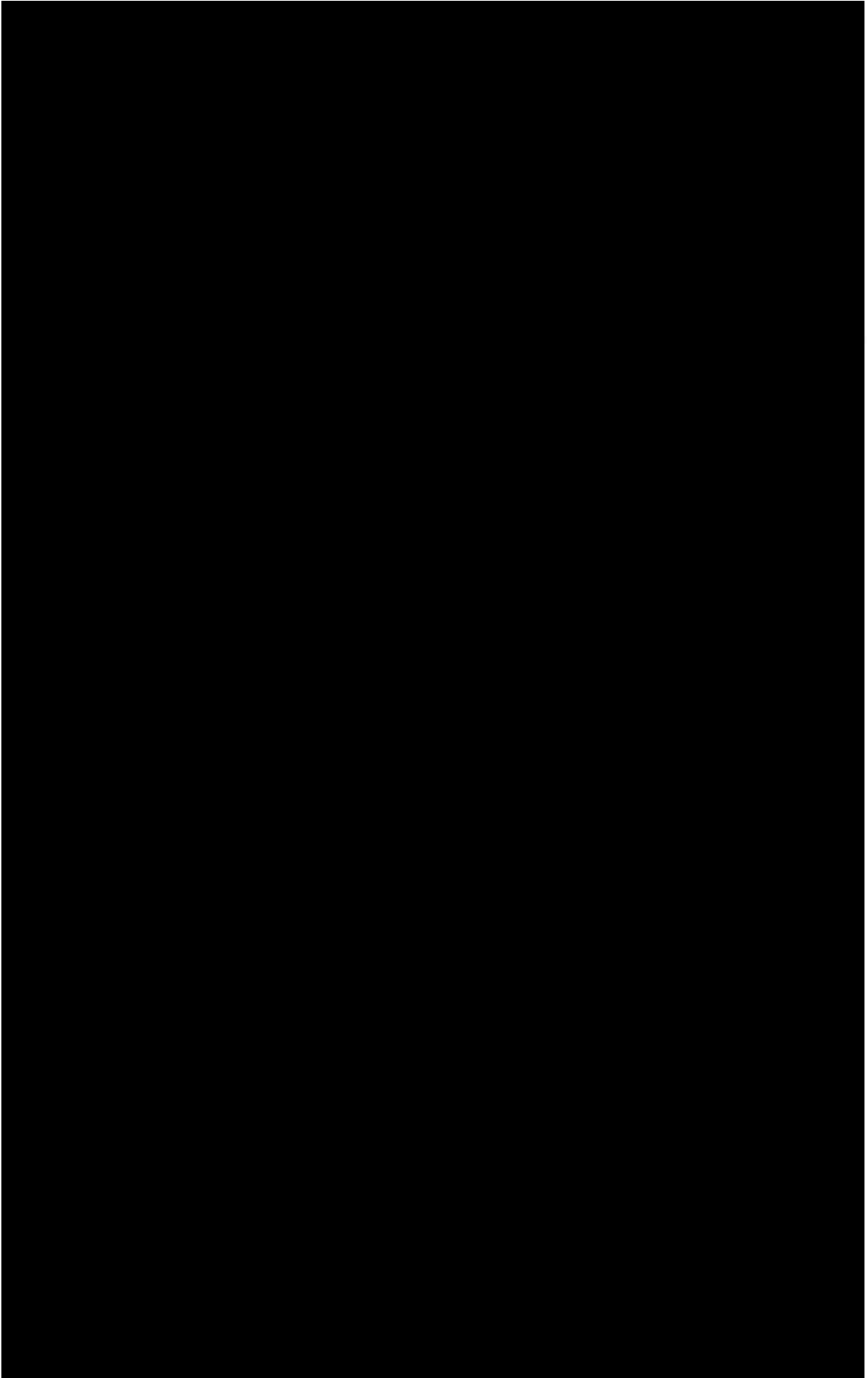


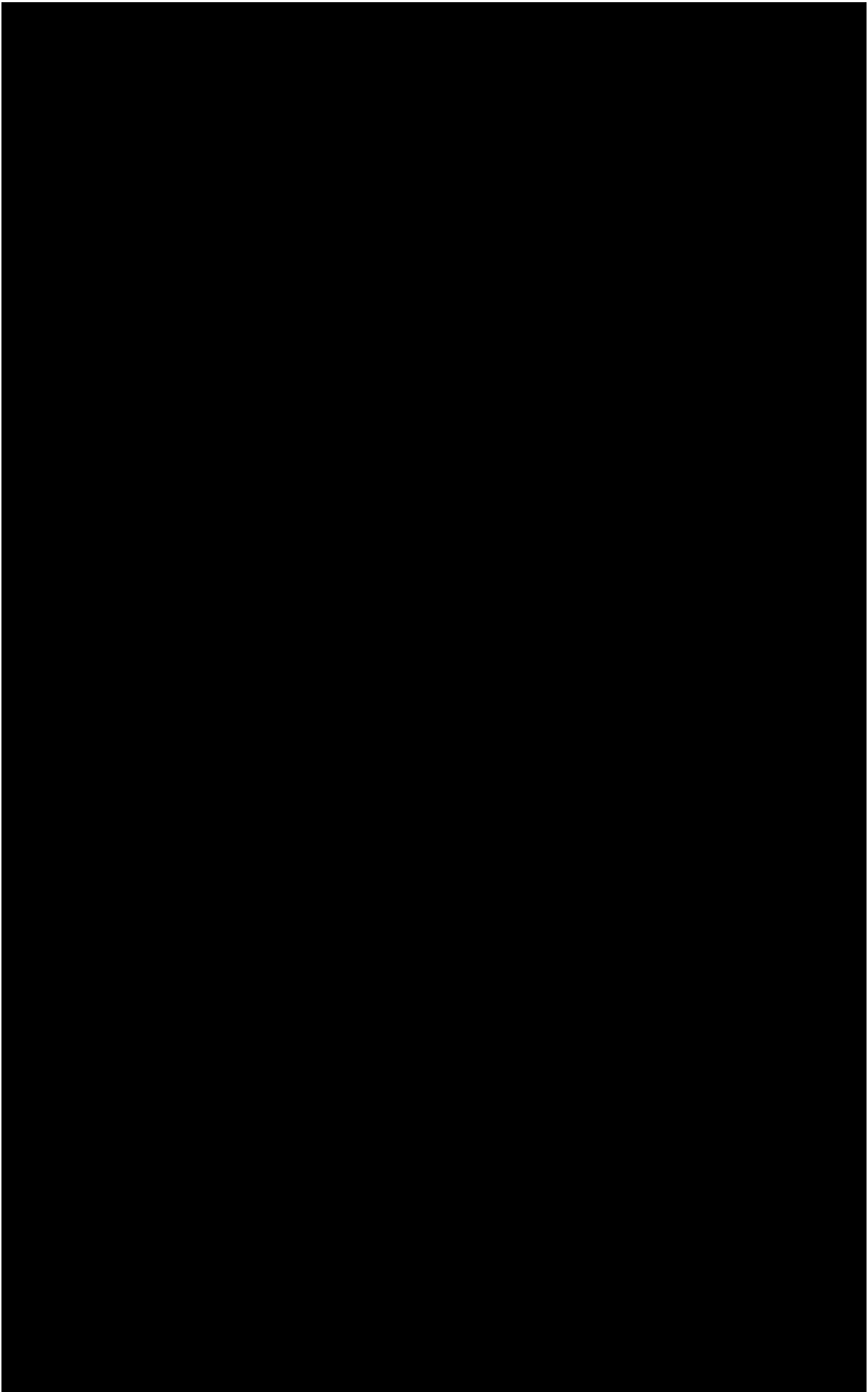






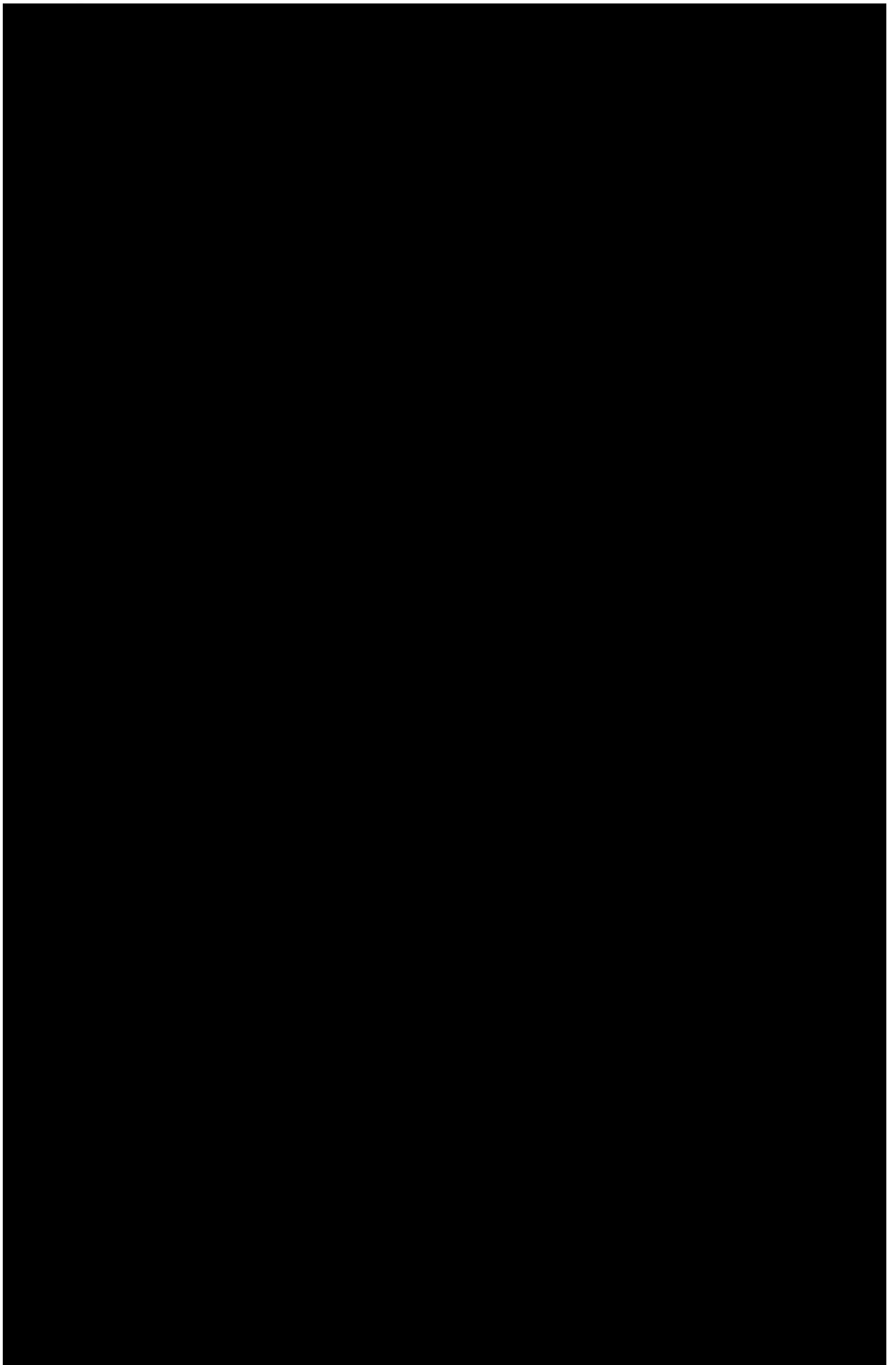


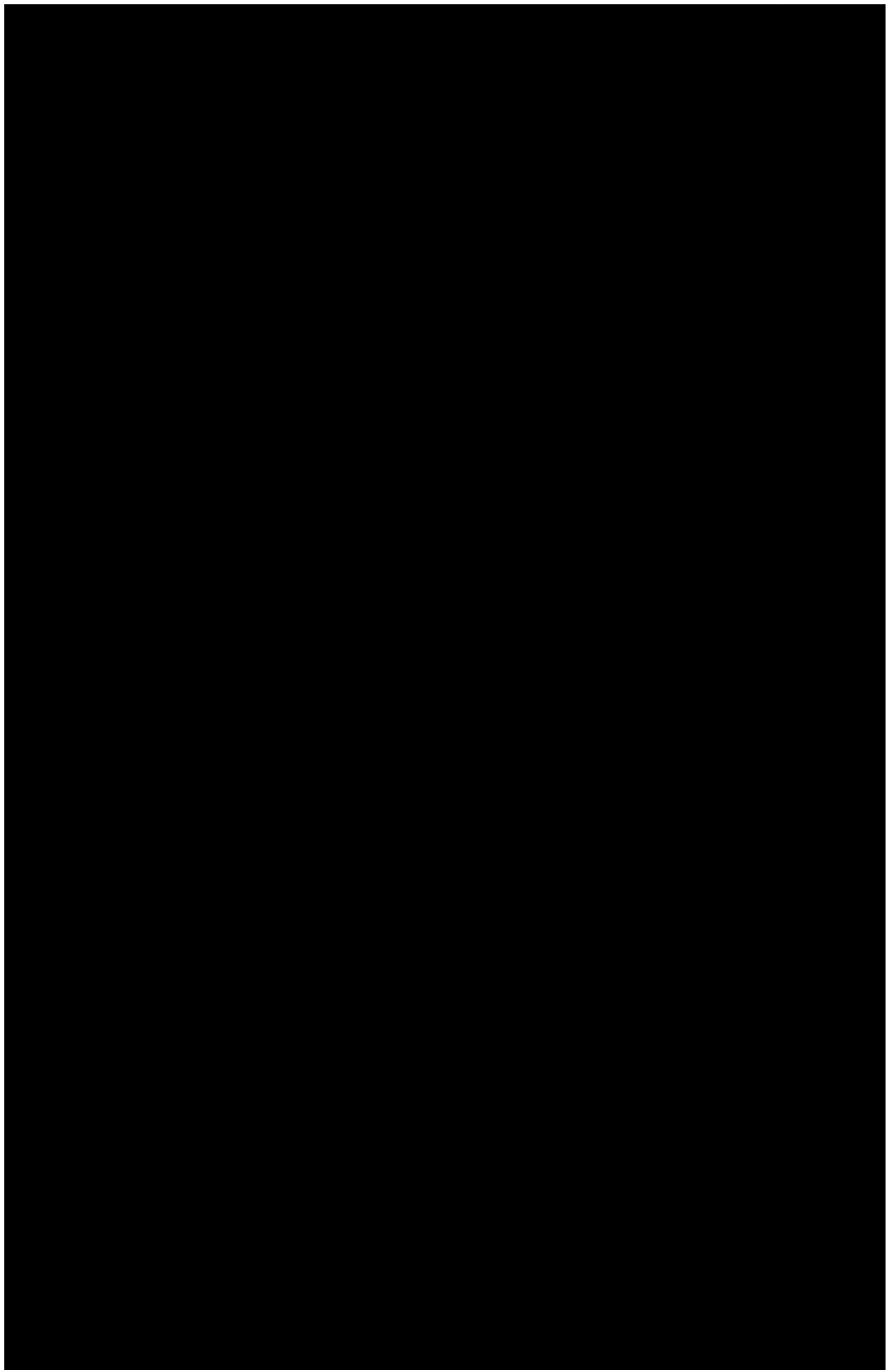


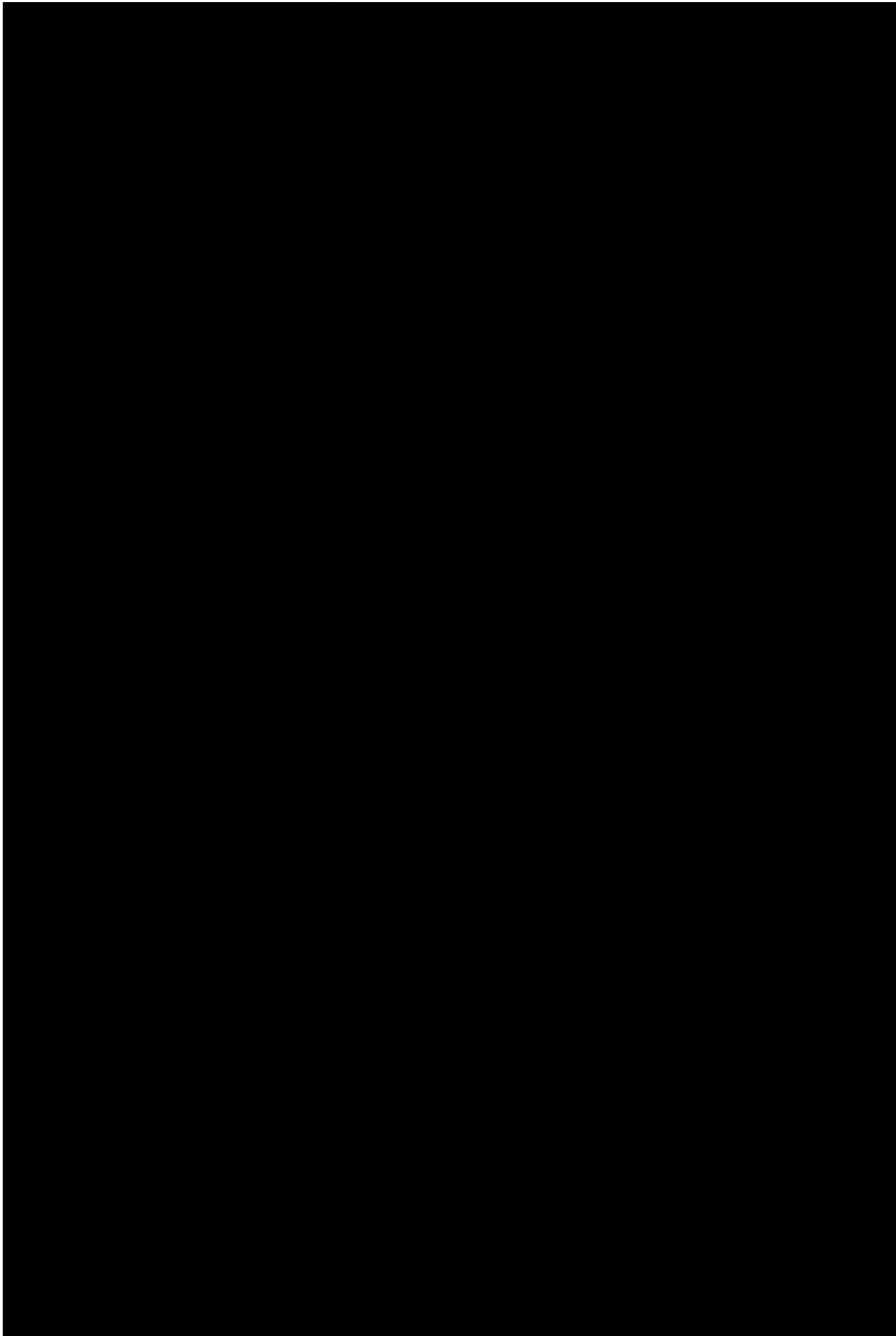


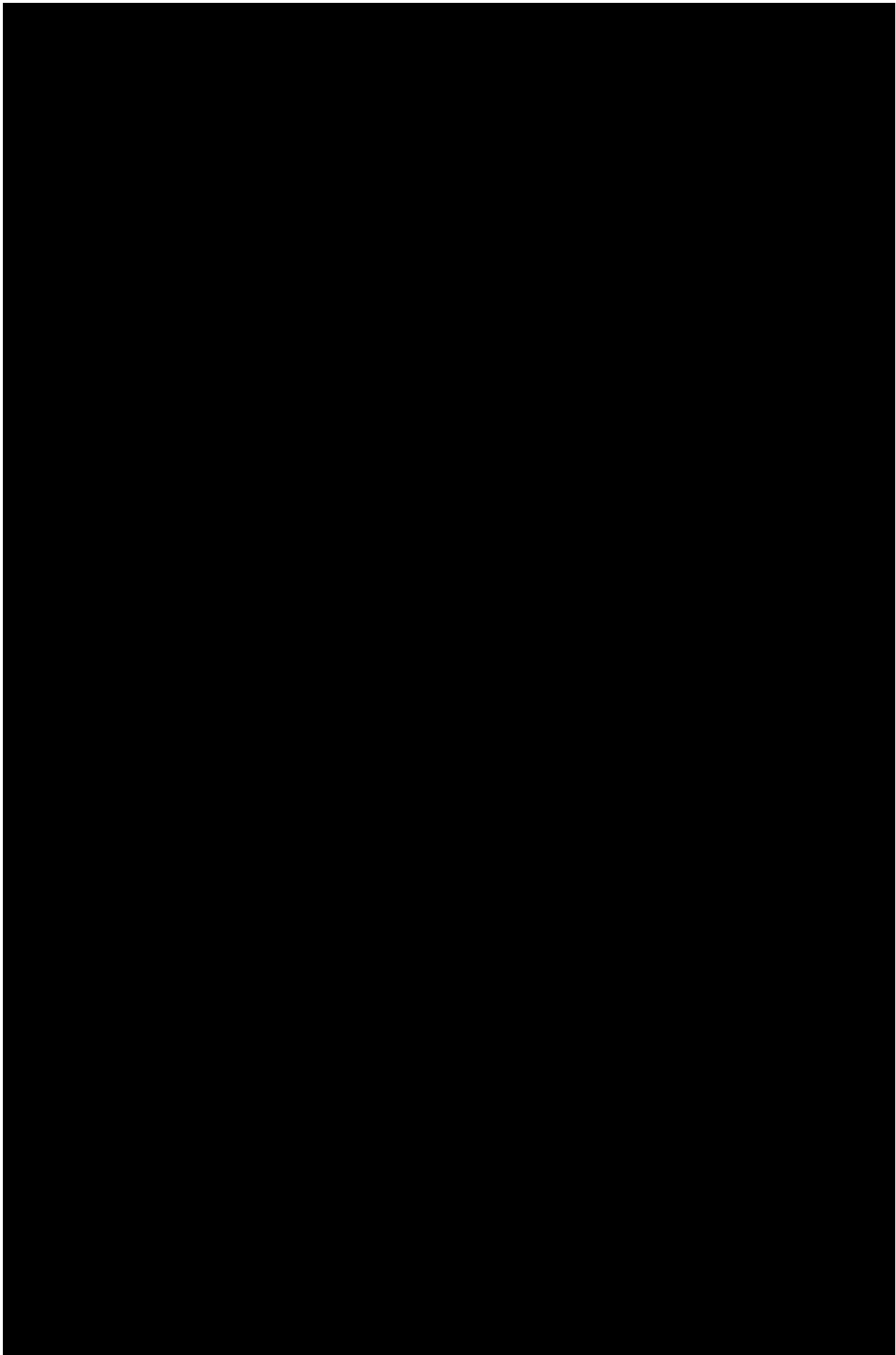
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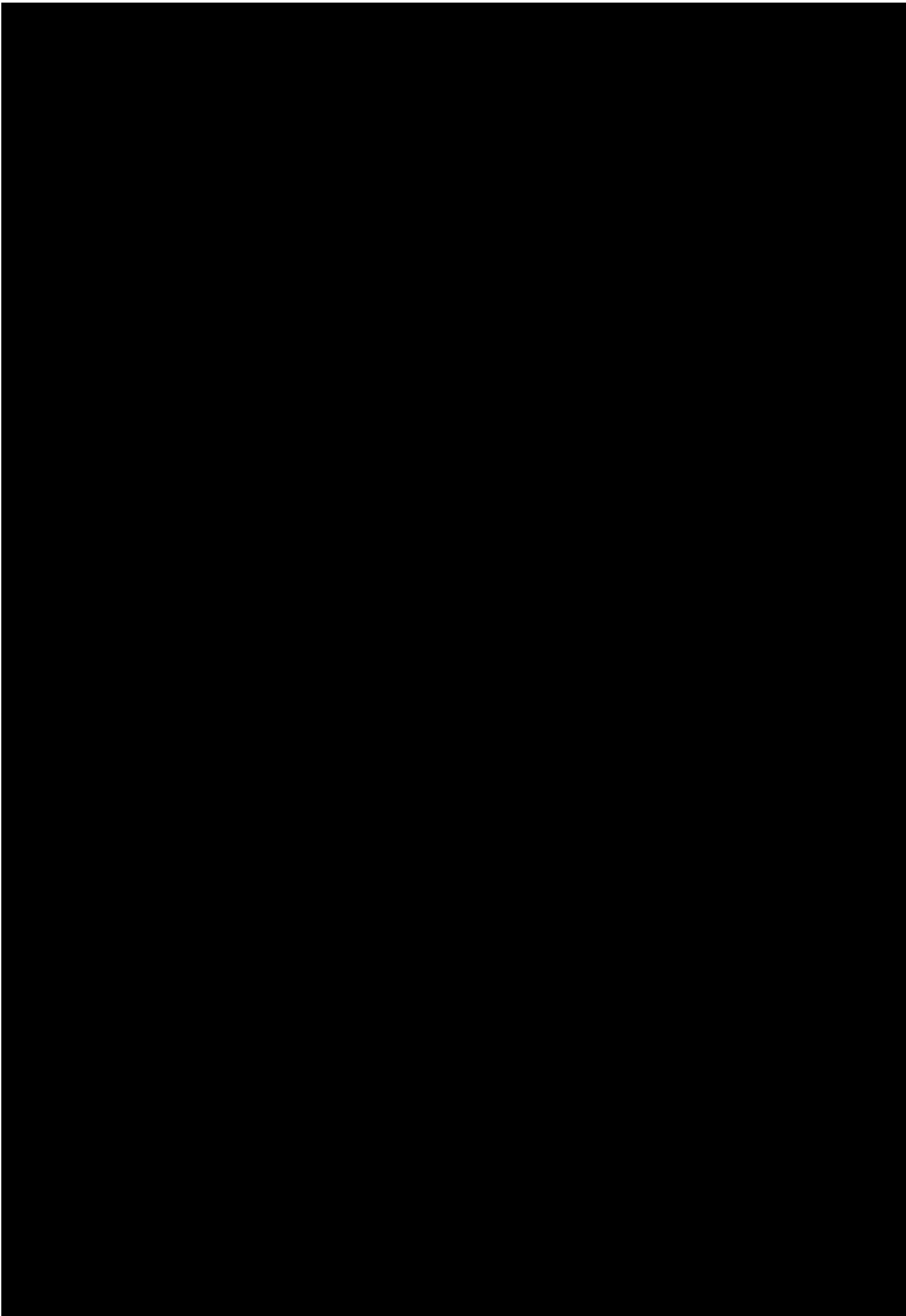


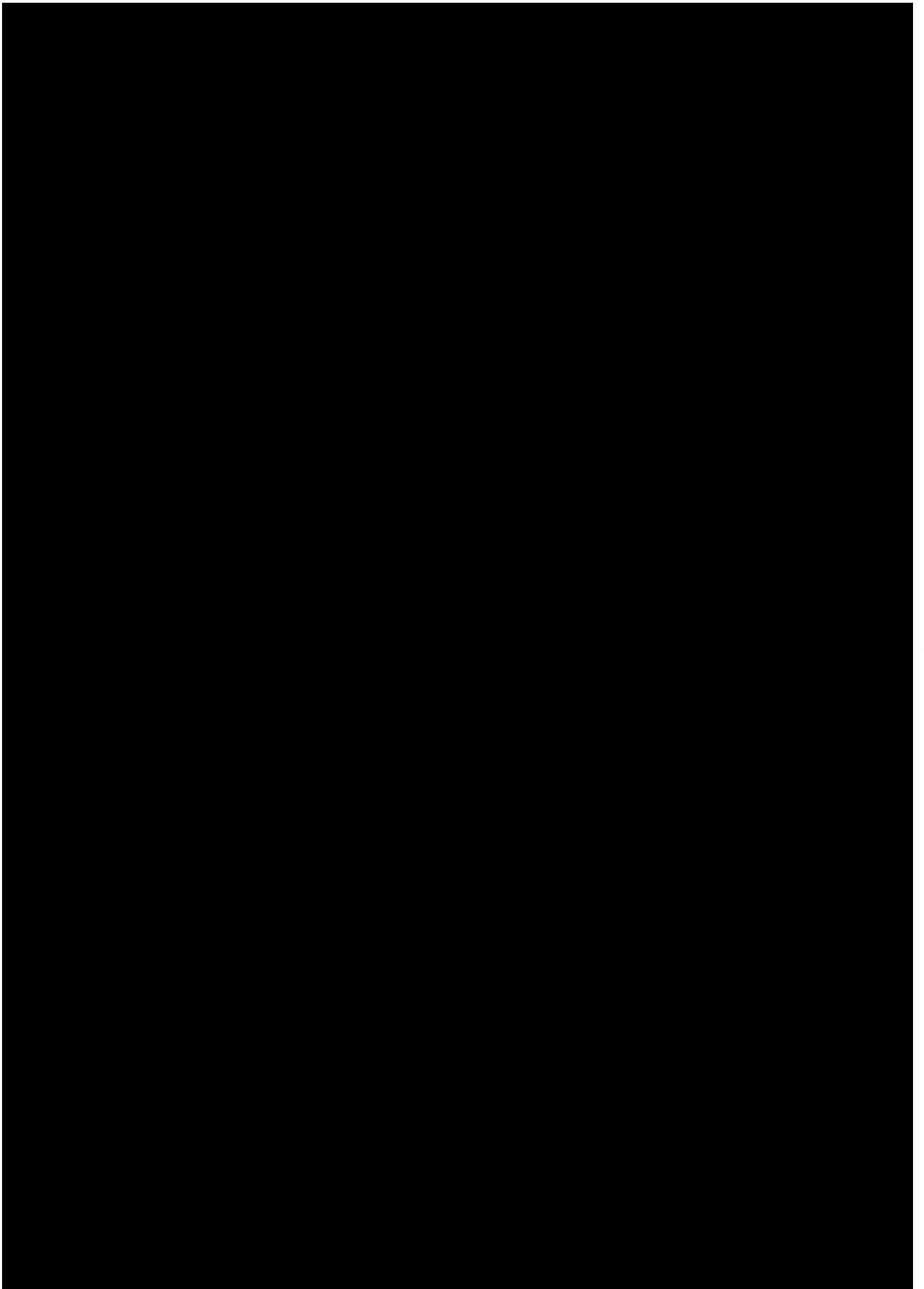












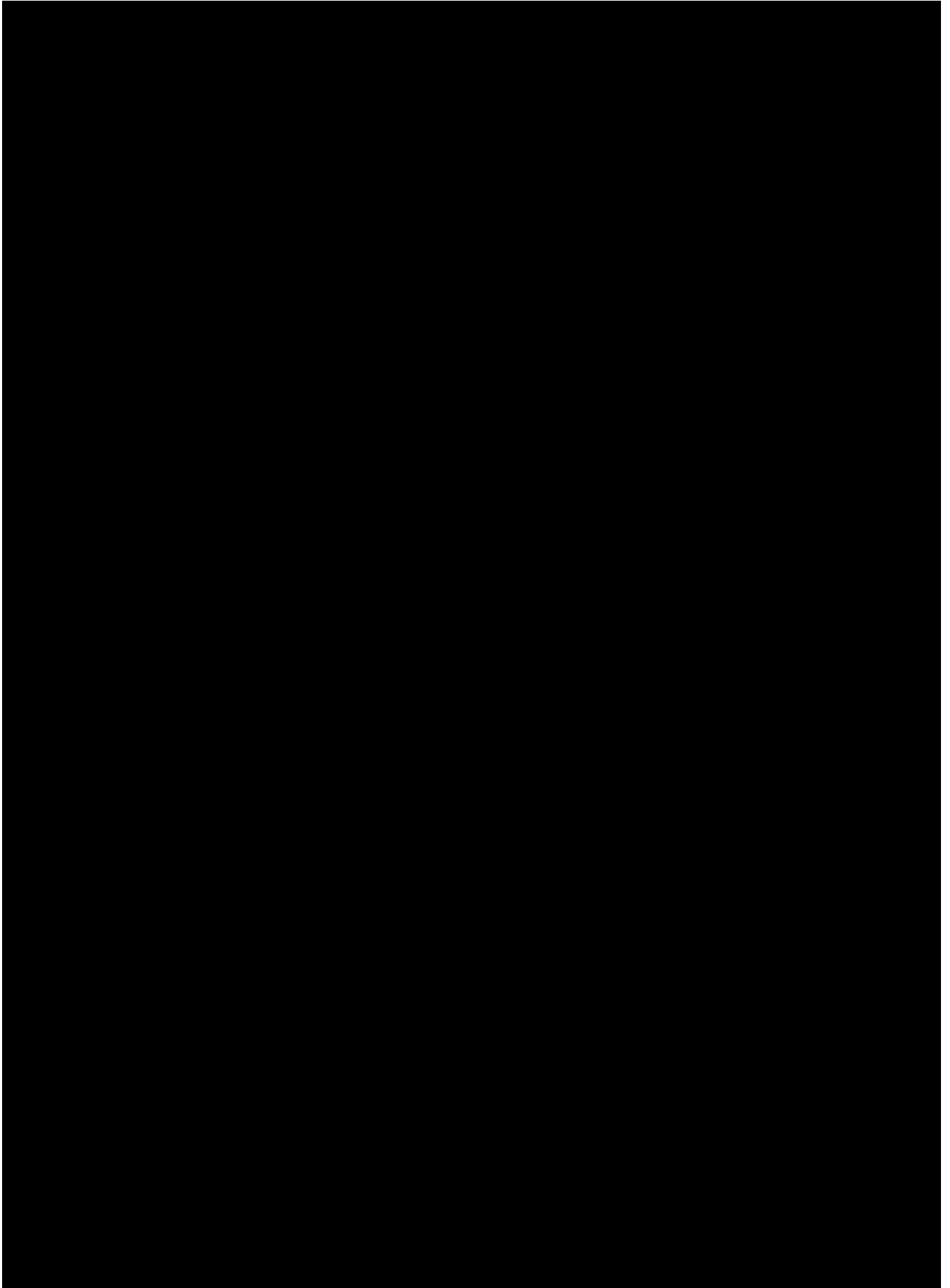
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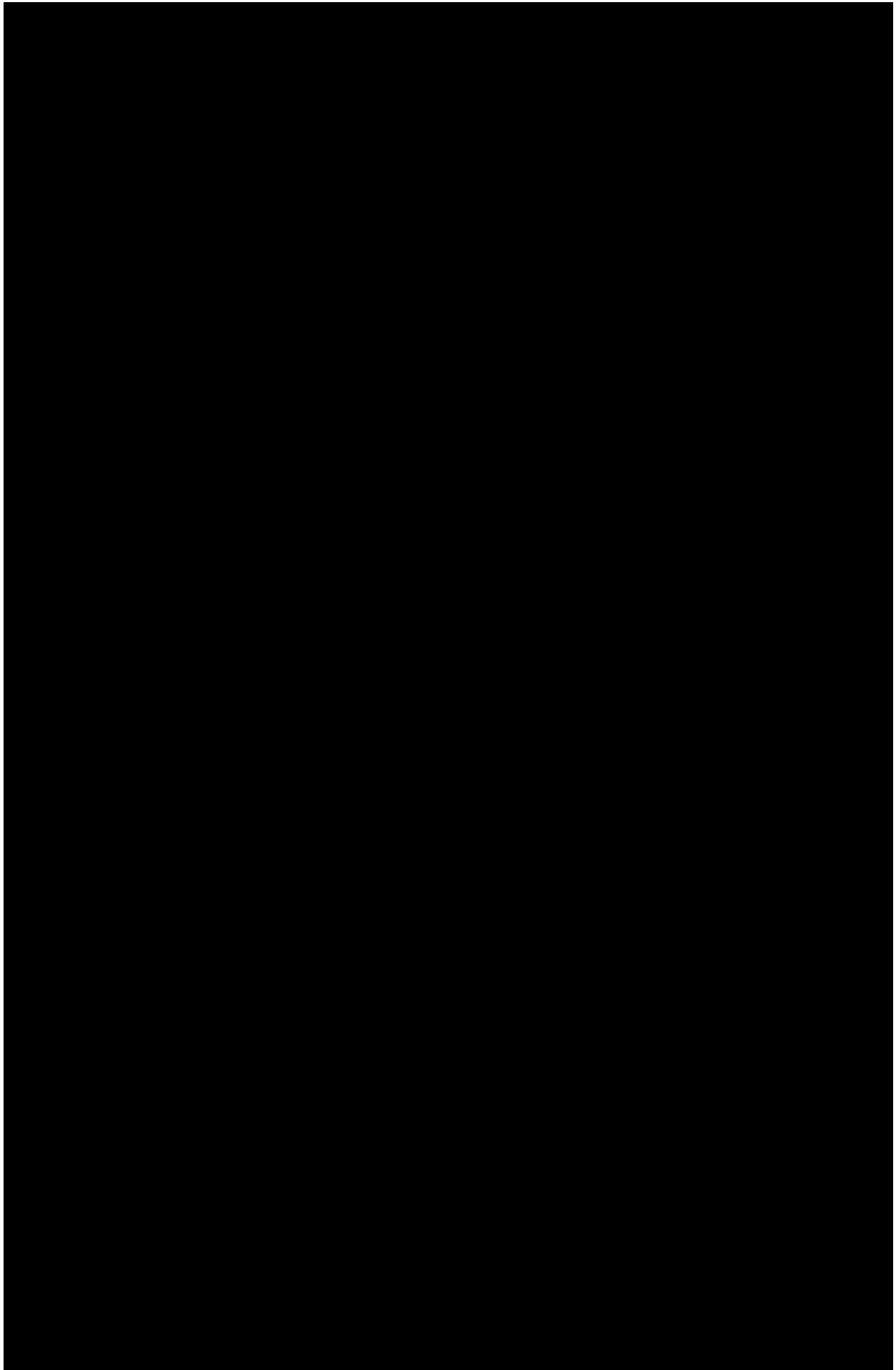
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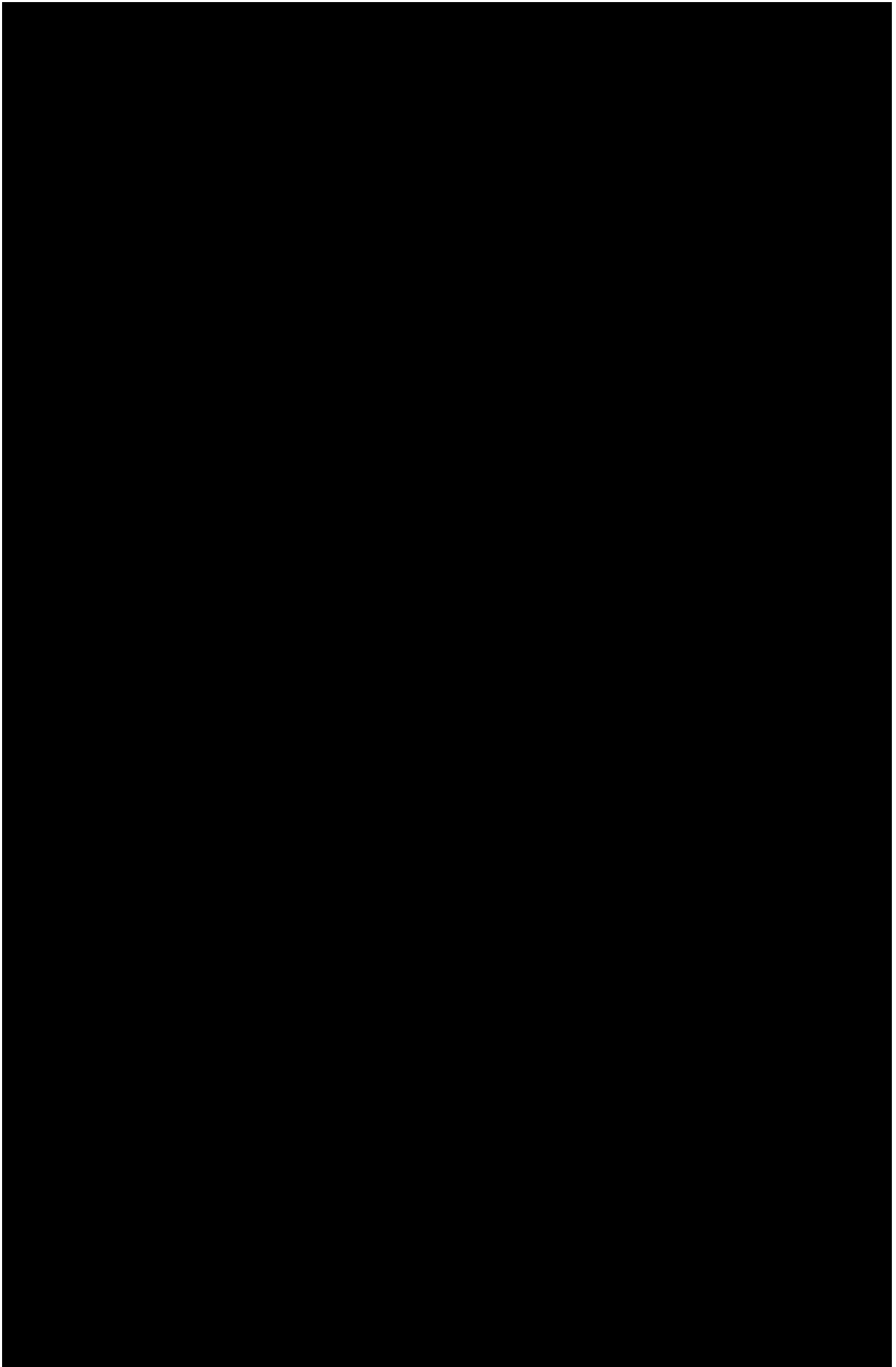
SCHEDULE E5

Not used

SCHEDULE E6

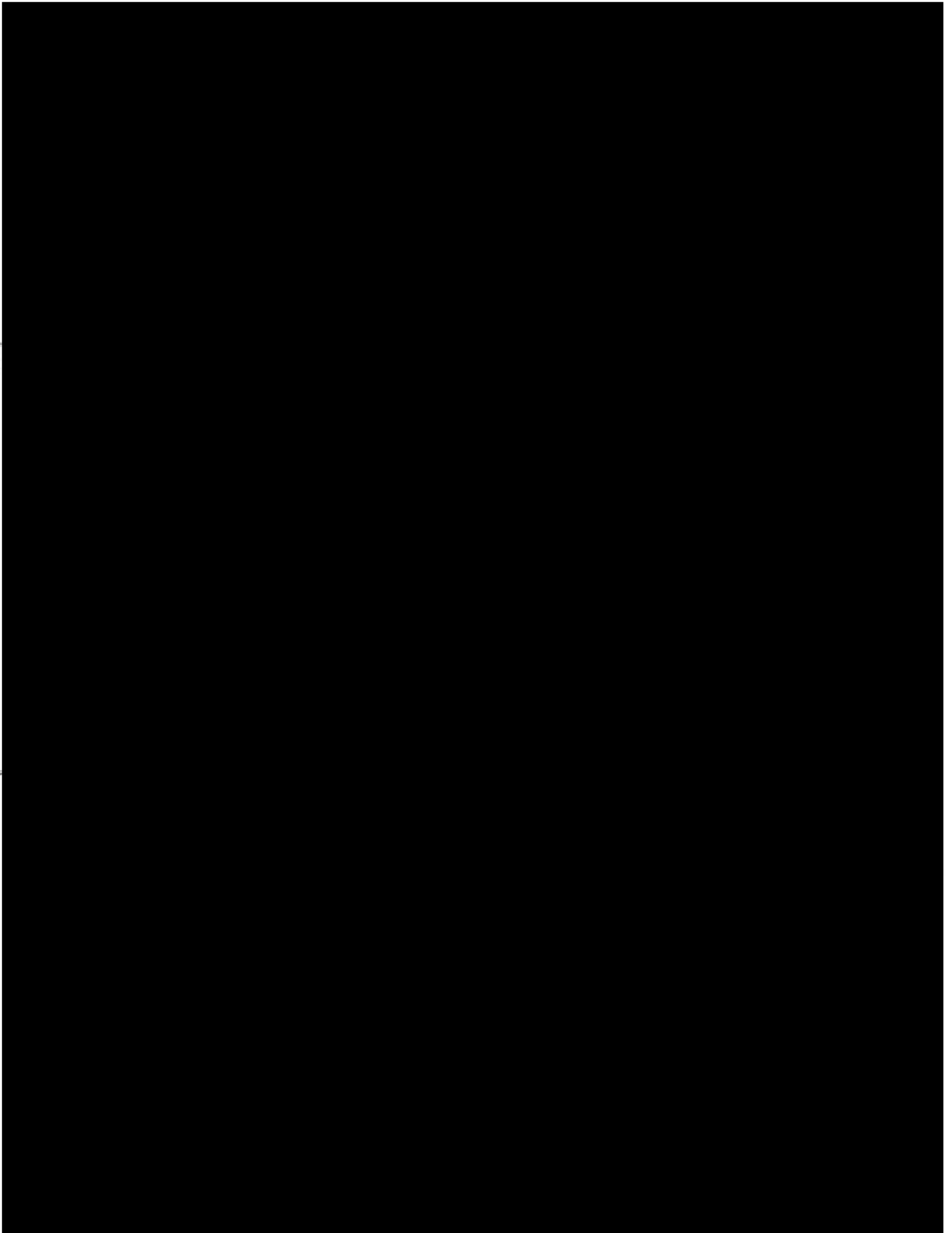


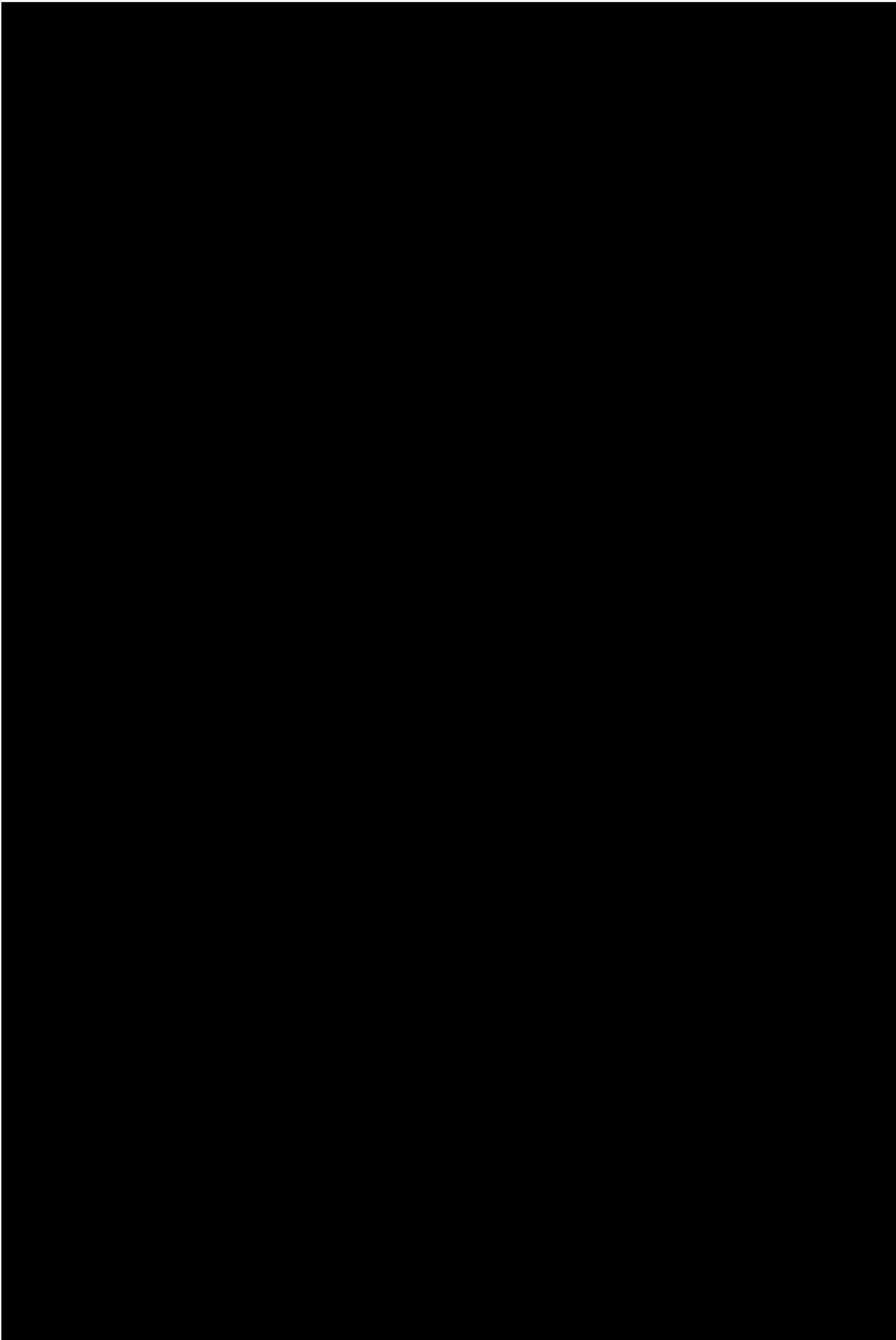


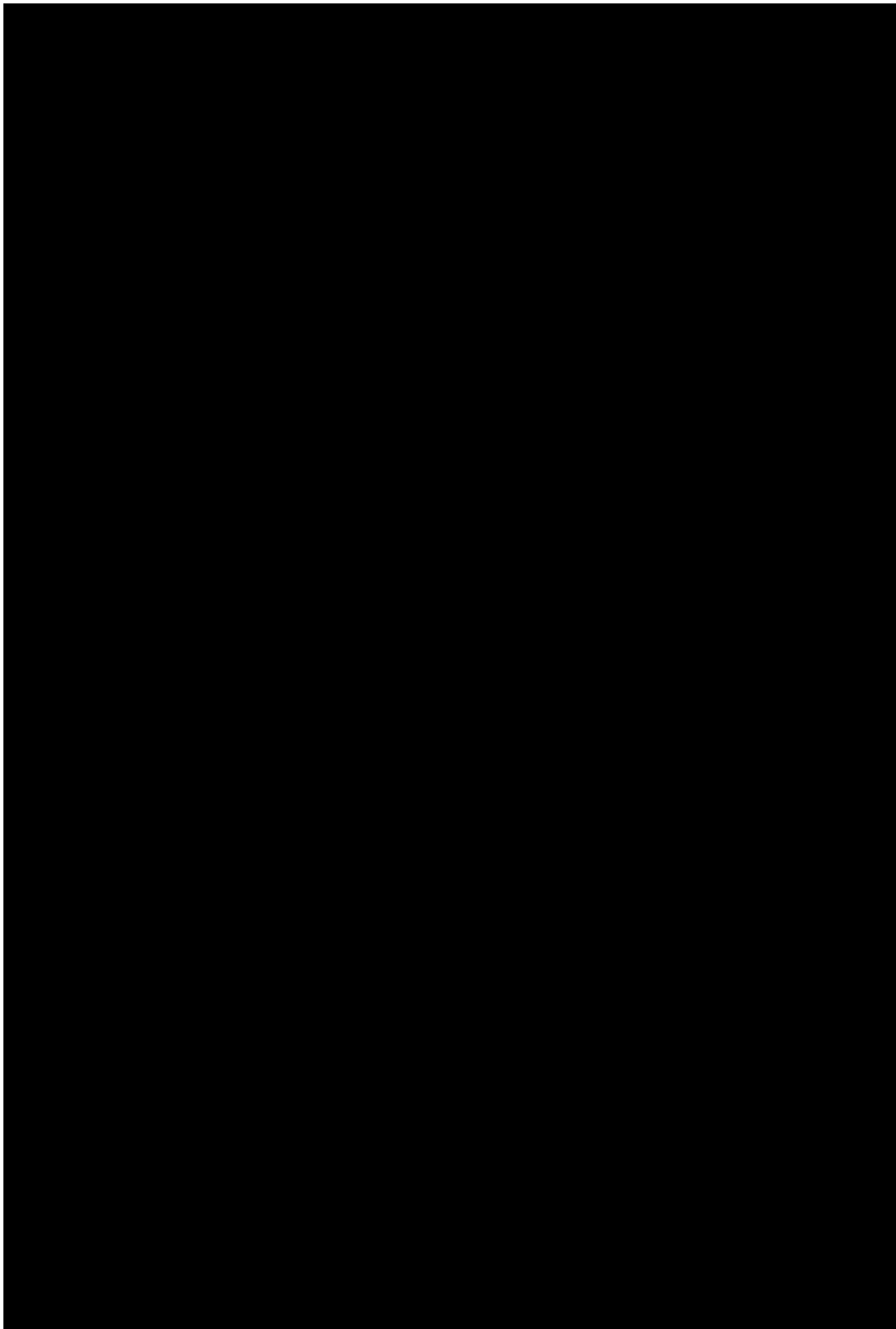


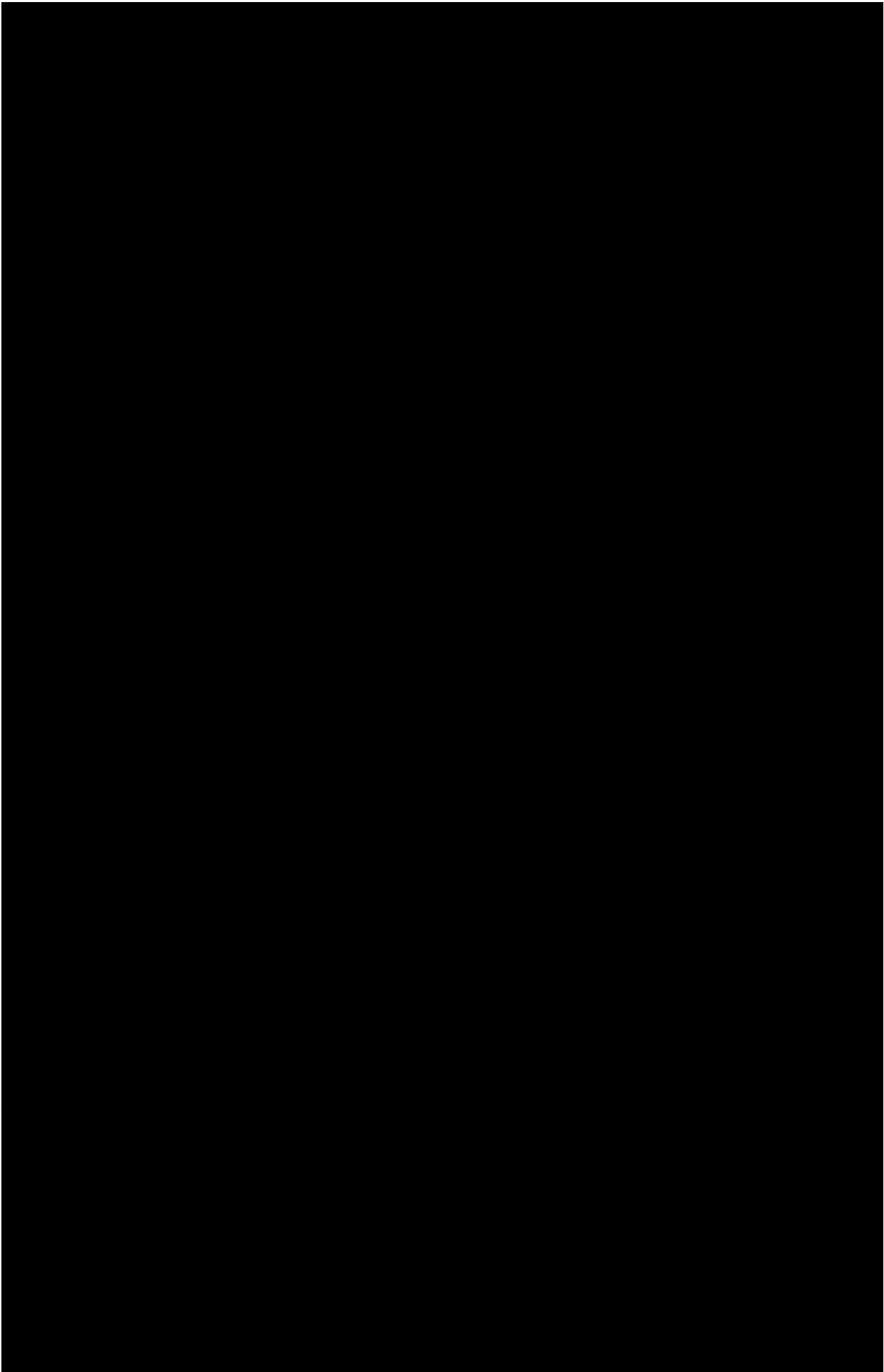


SCHEDULE E7



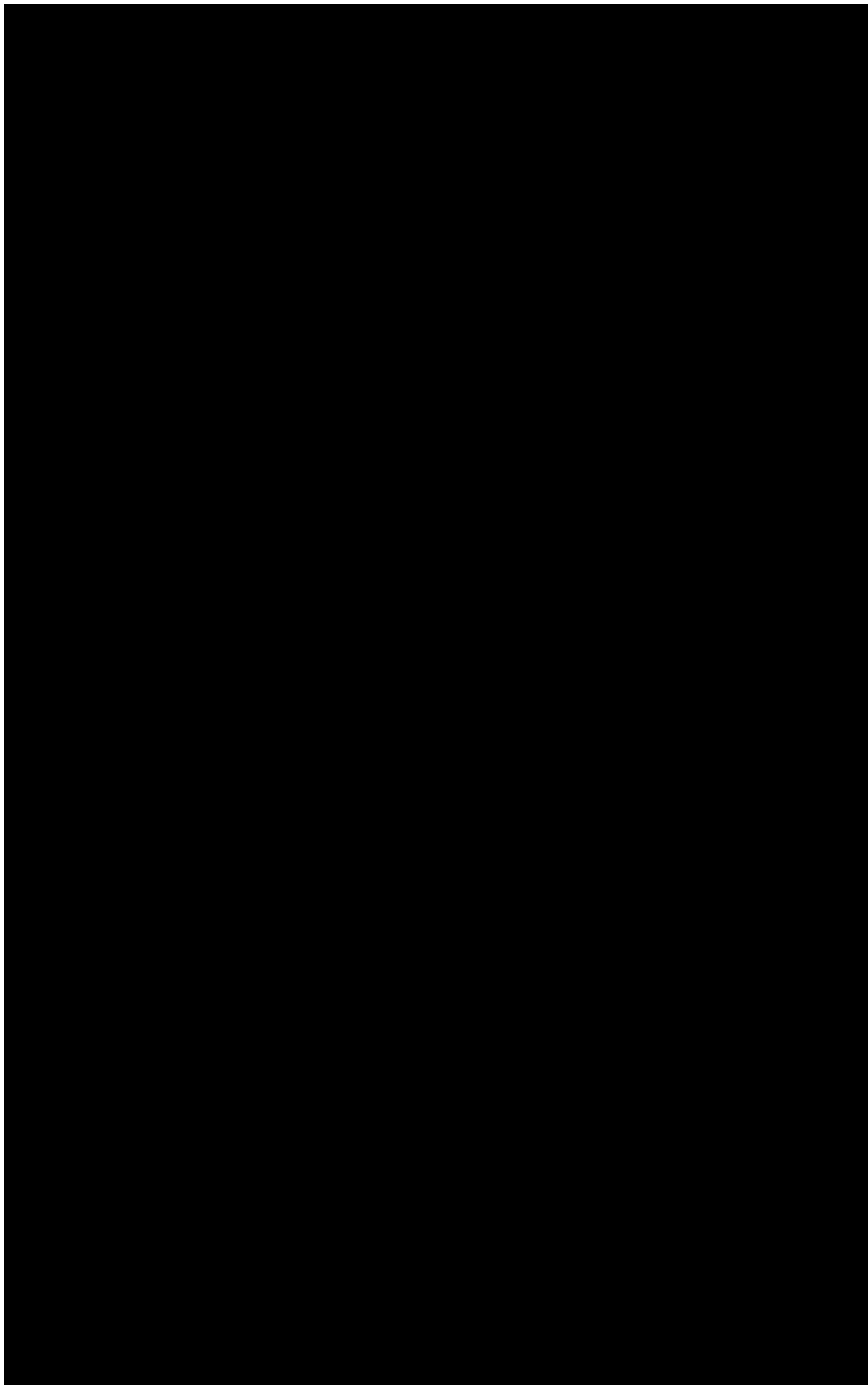


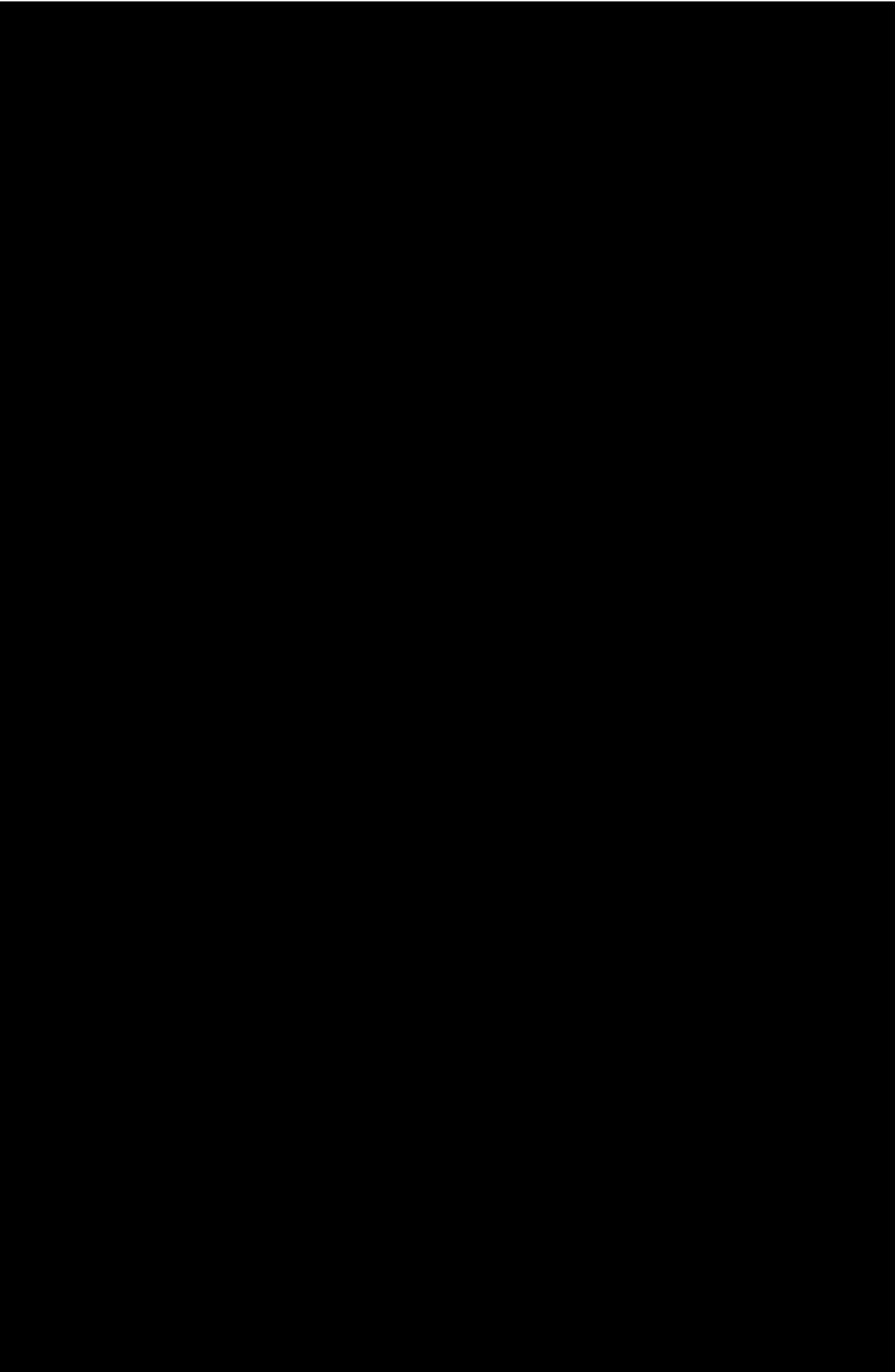




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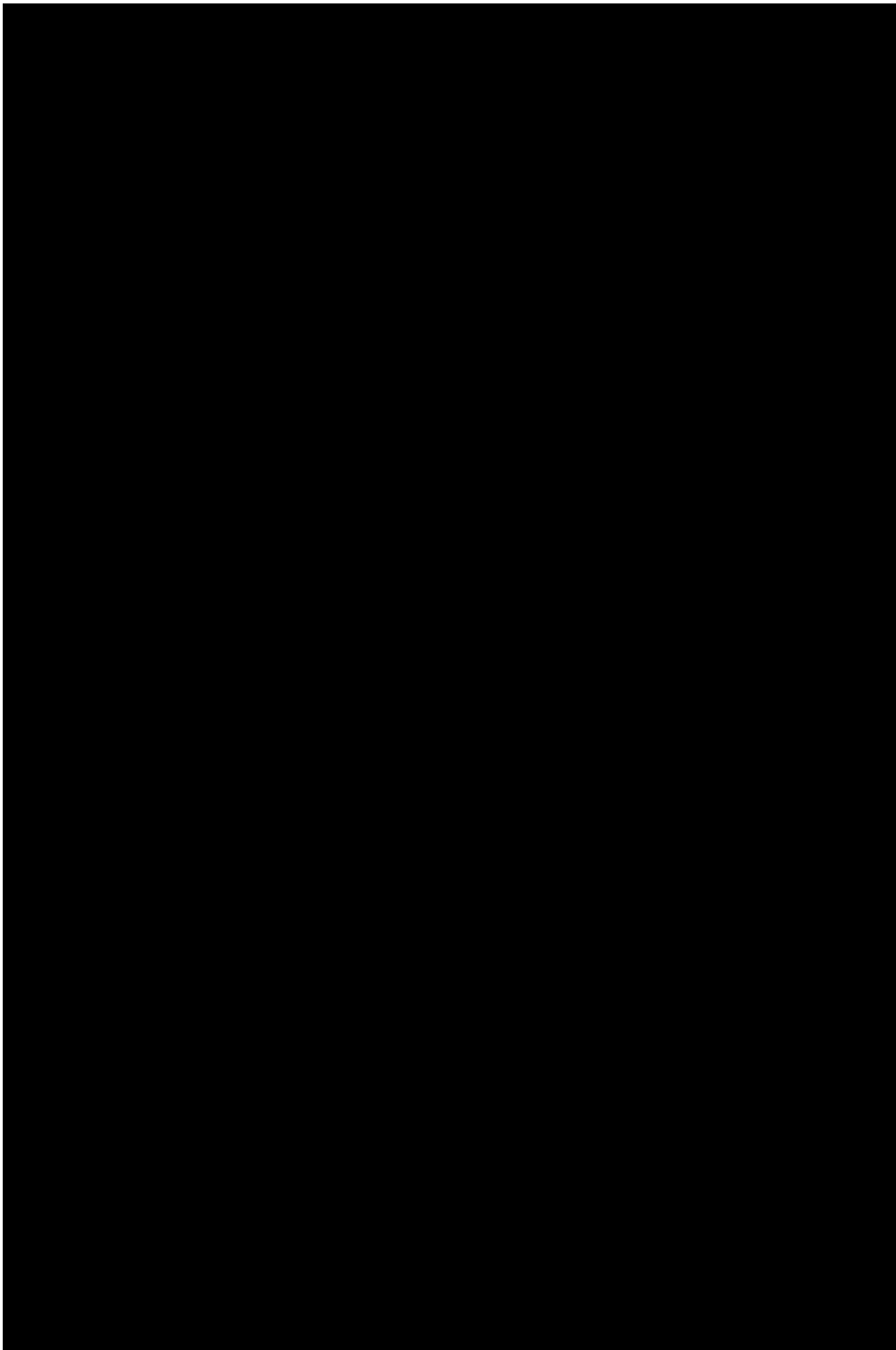


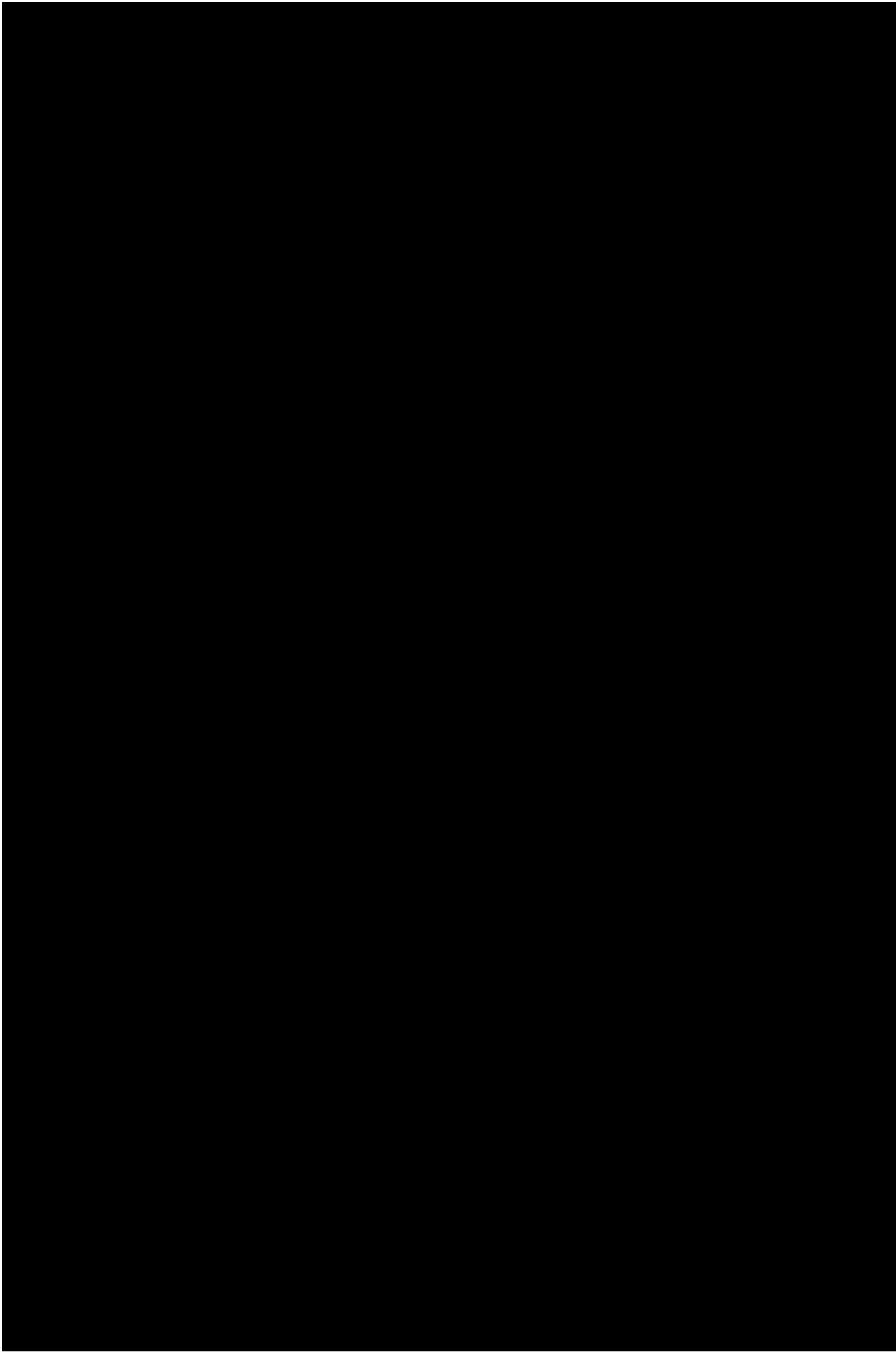
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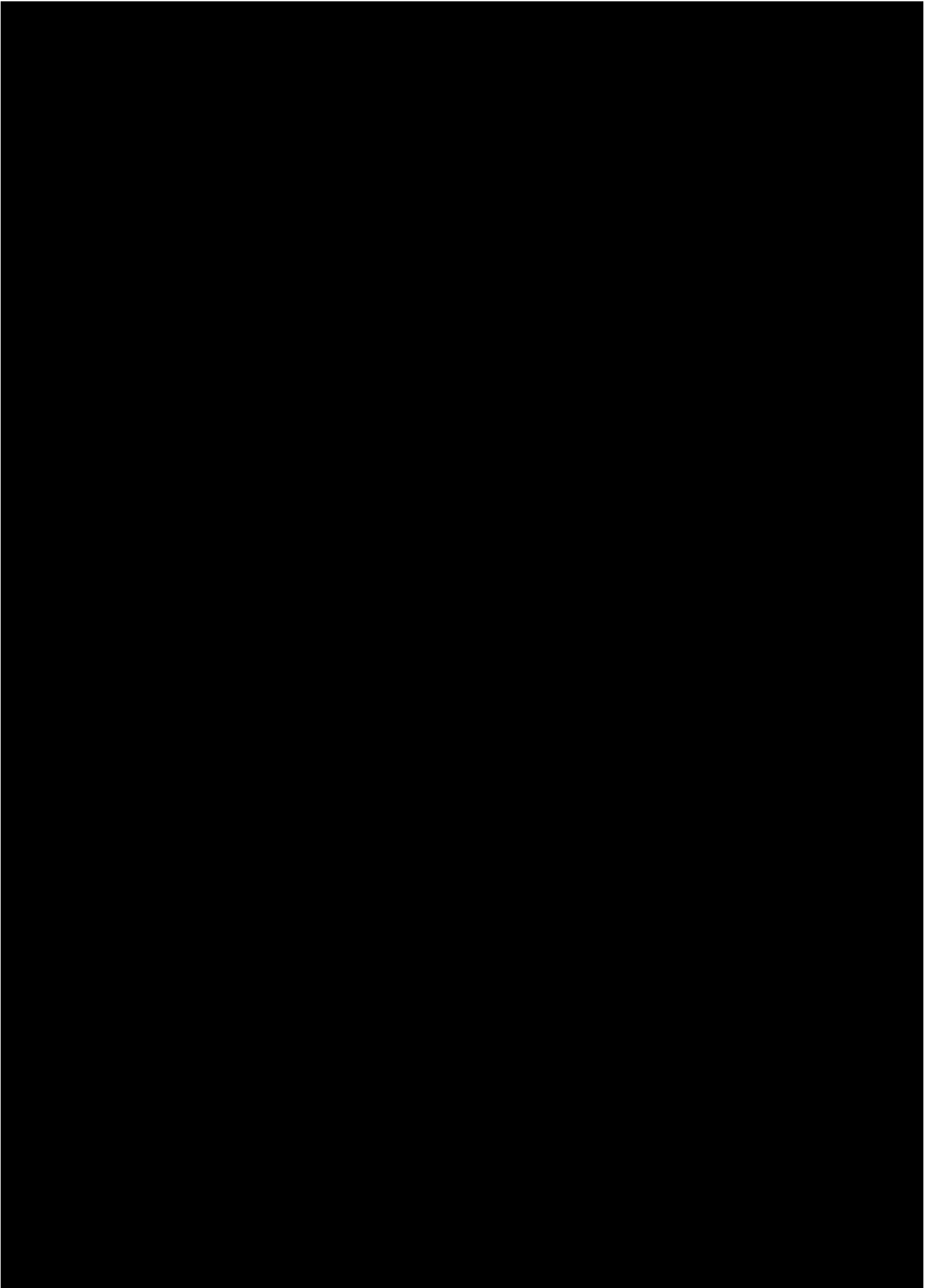
















Crows Nest Station Development Over Station Development

Project Delivery Agreement (Development Lot A) –
Schedules

Part F (Electronic Files)

Contract No: 505A

Sydney Metro

ABN 12 354 063 515

and

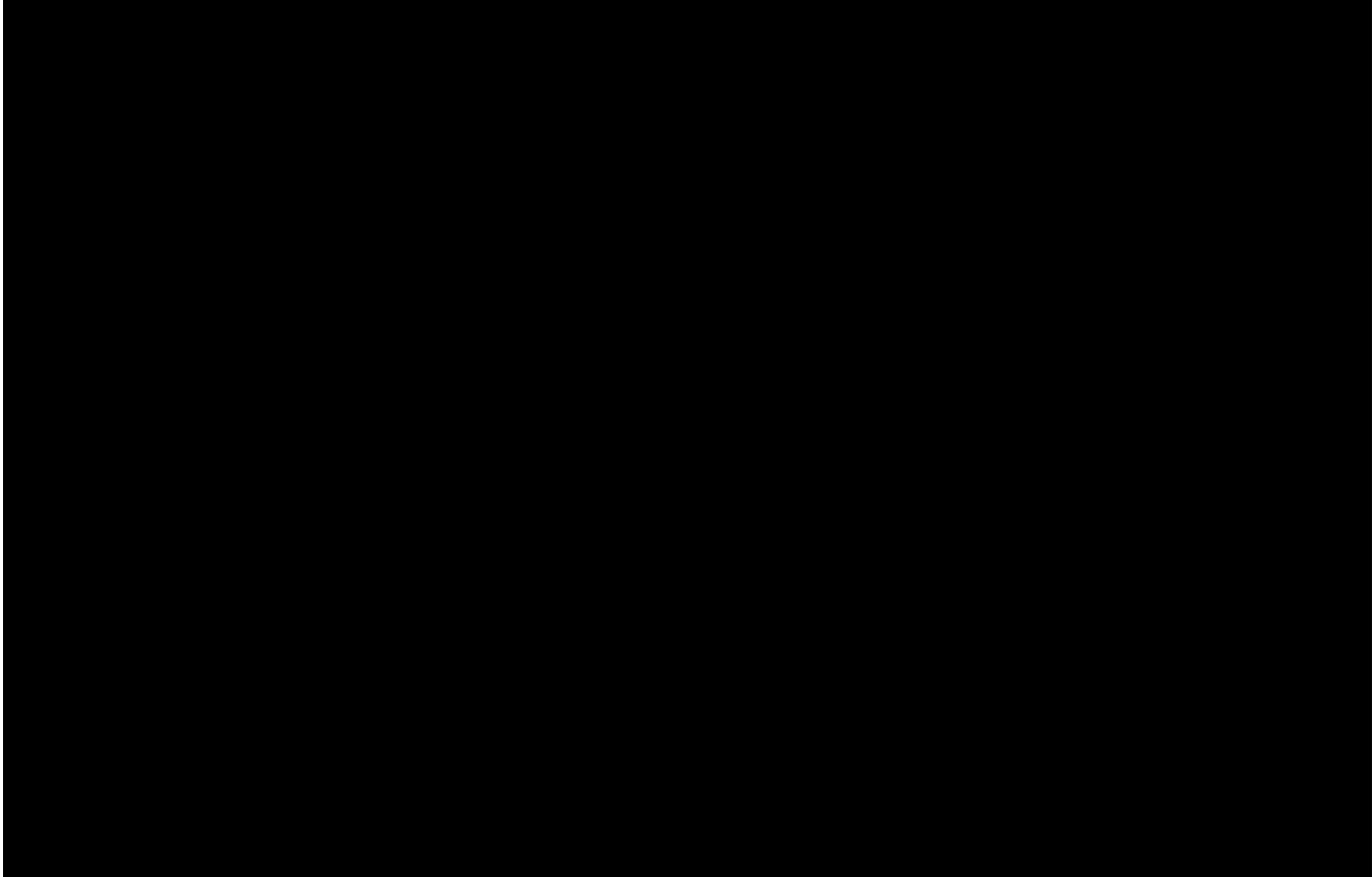
Thirdi Crows Nest Lot A Pty Ltd

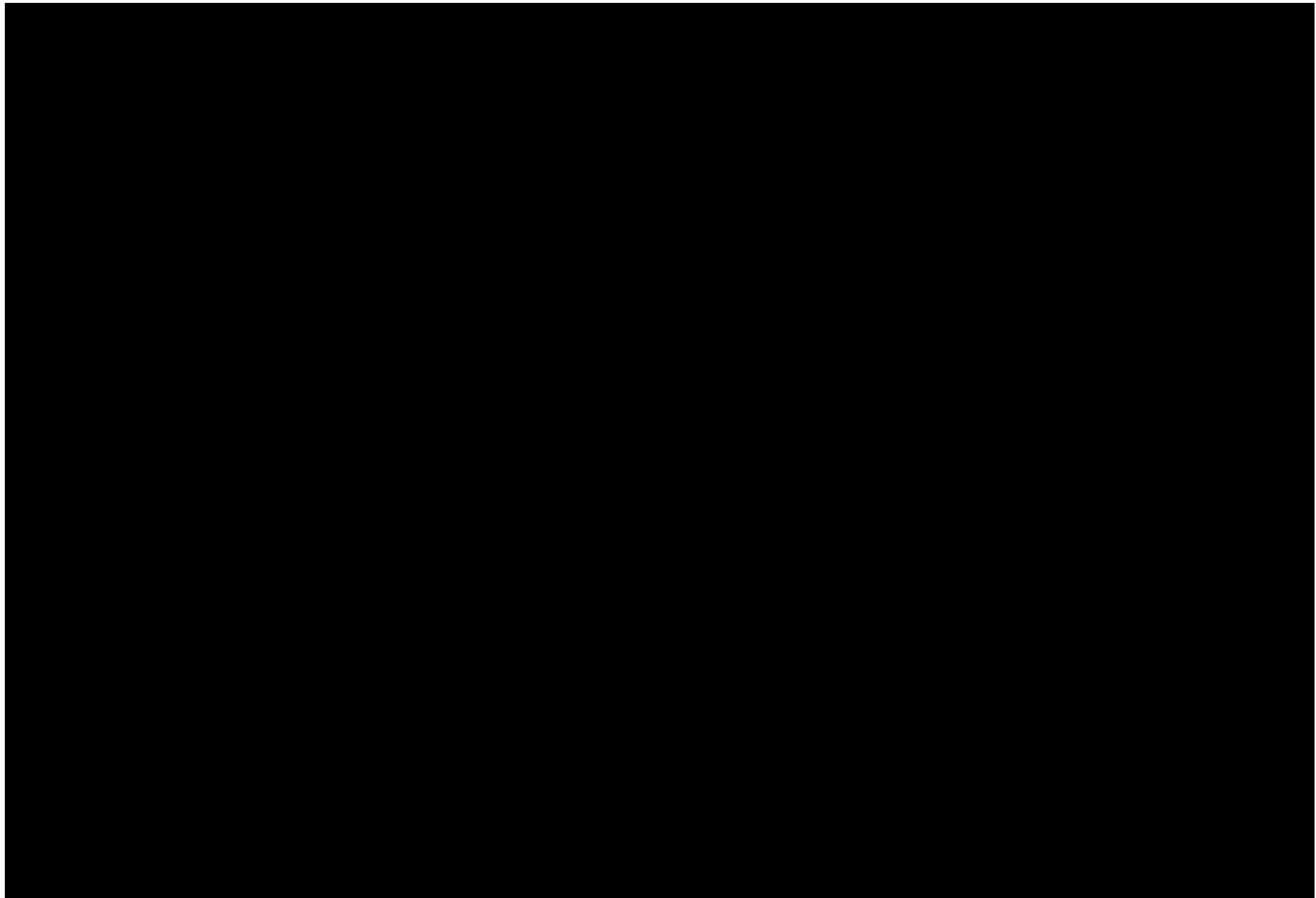
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SCHEDULE F1

Electronic Files

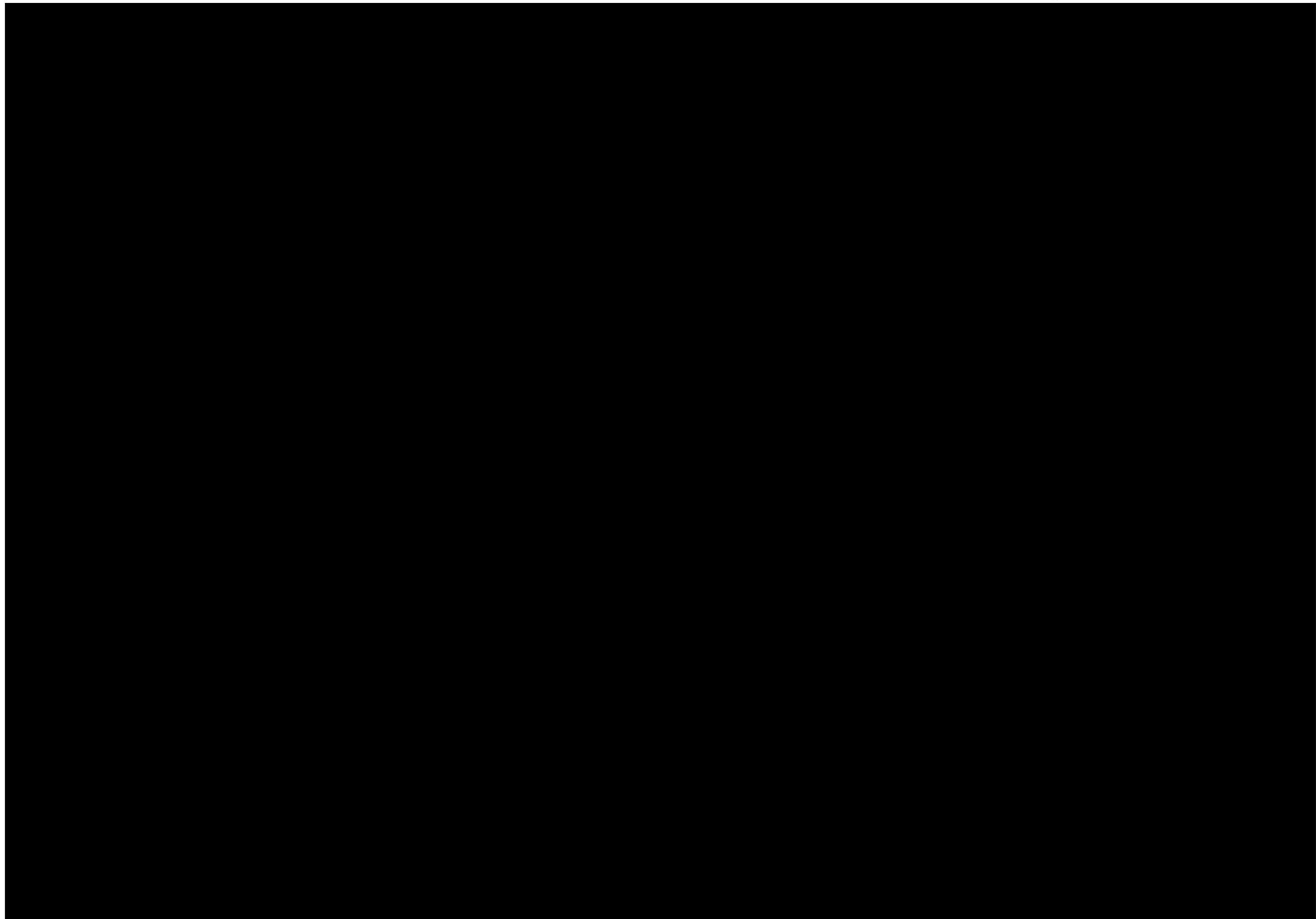
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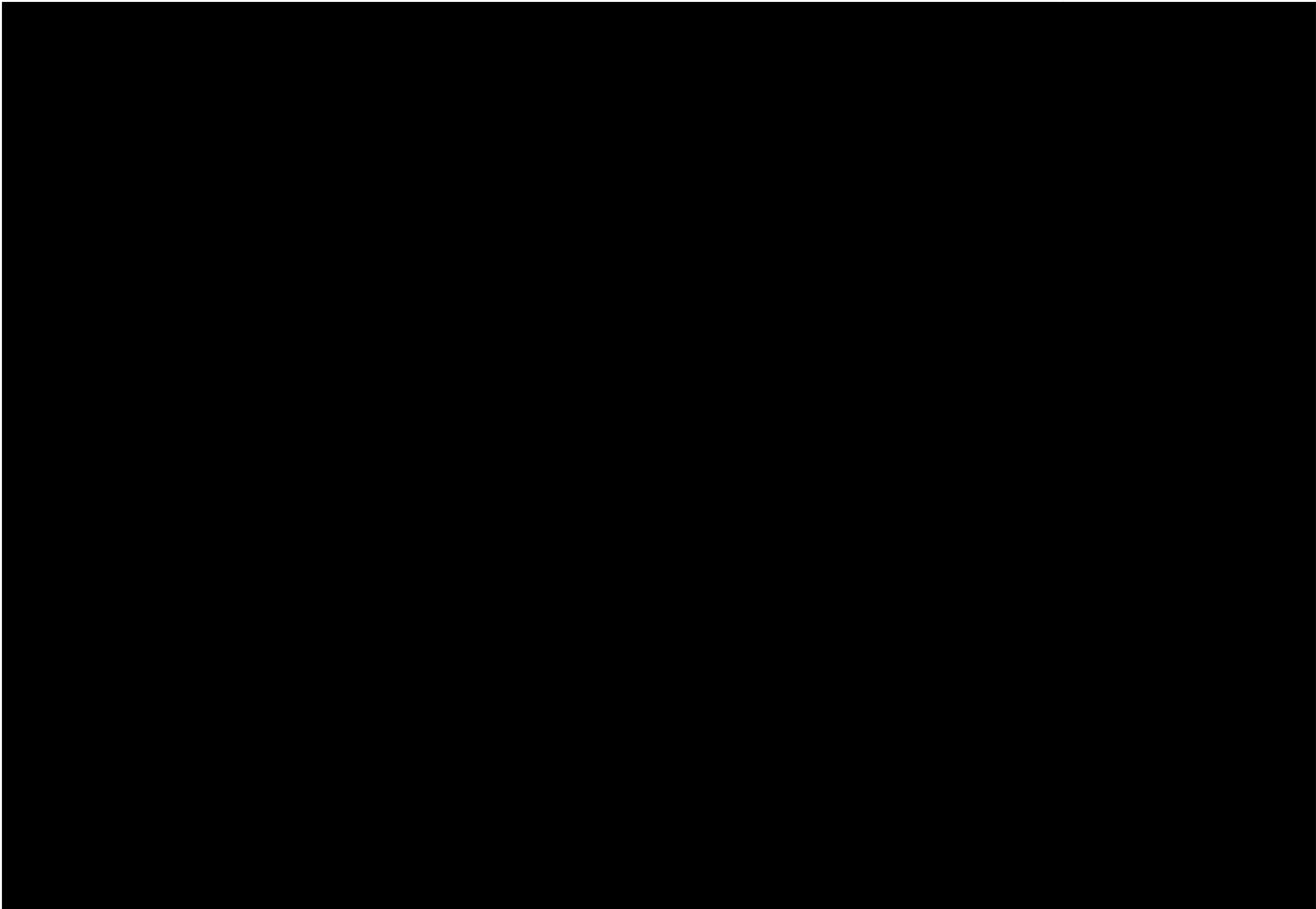
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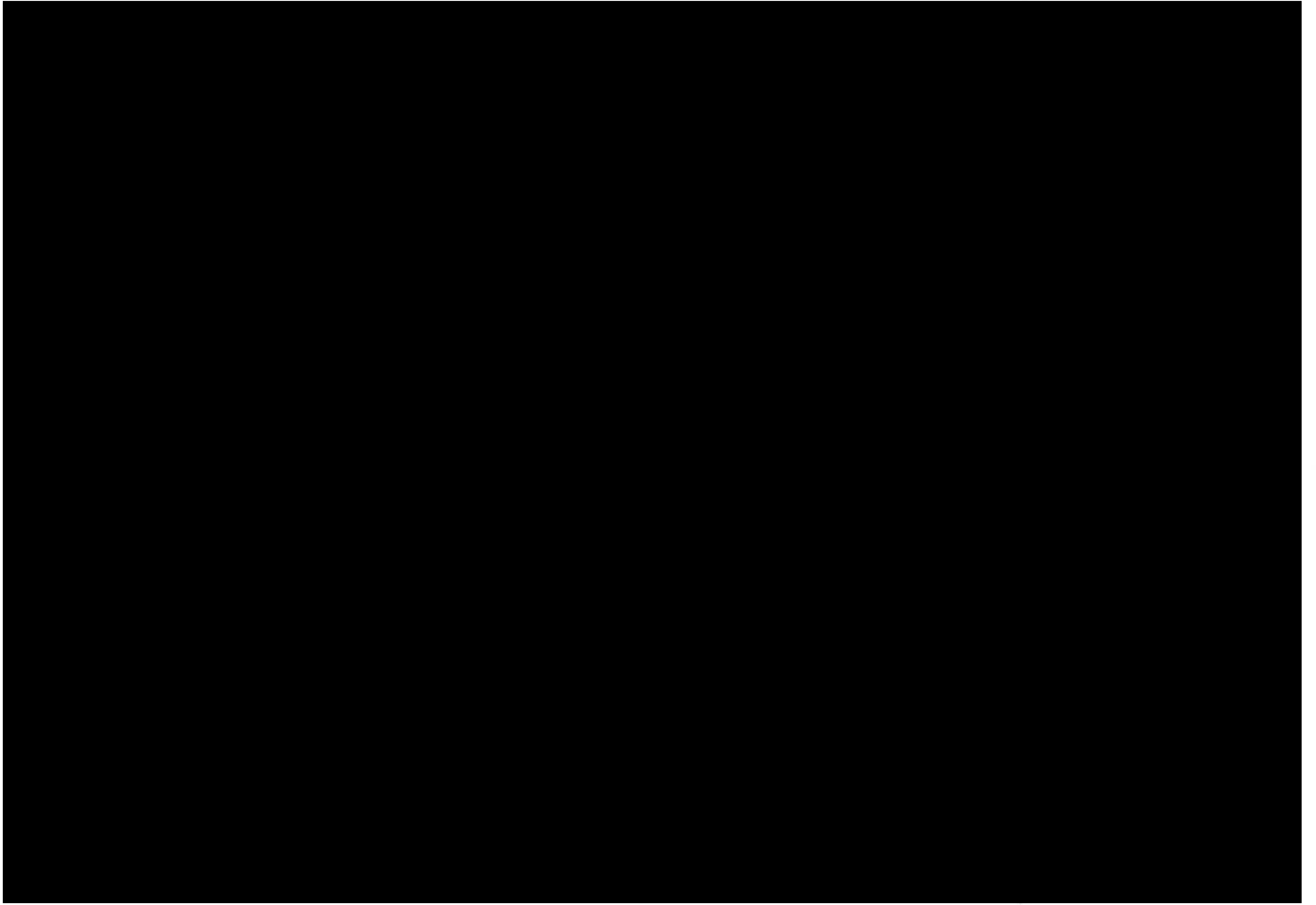
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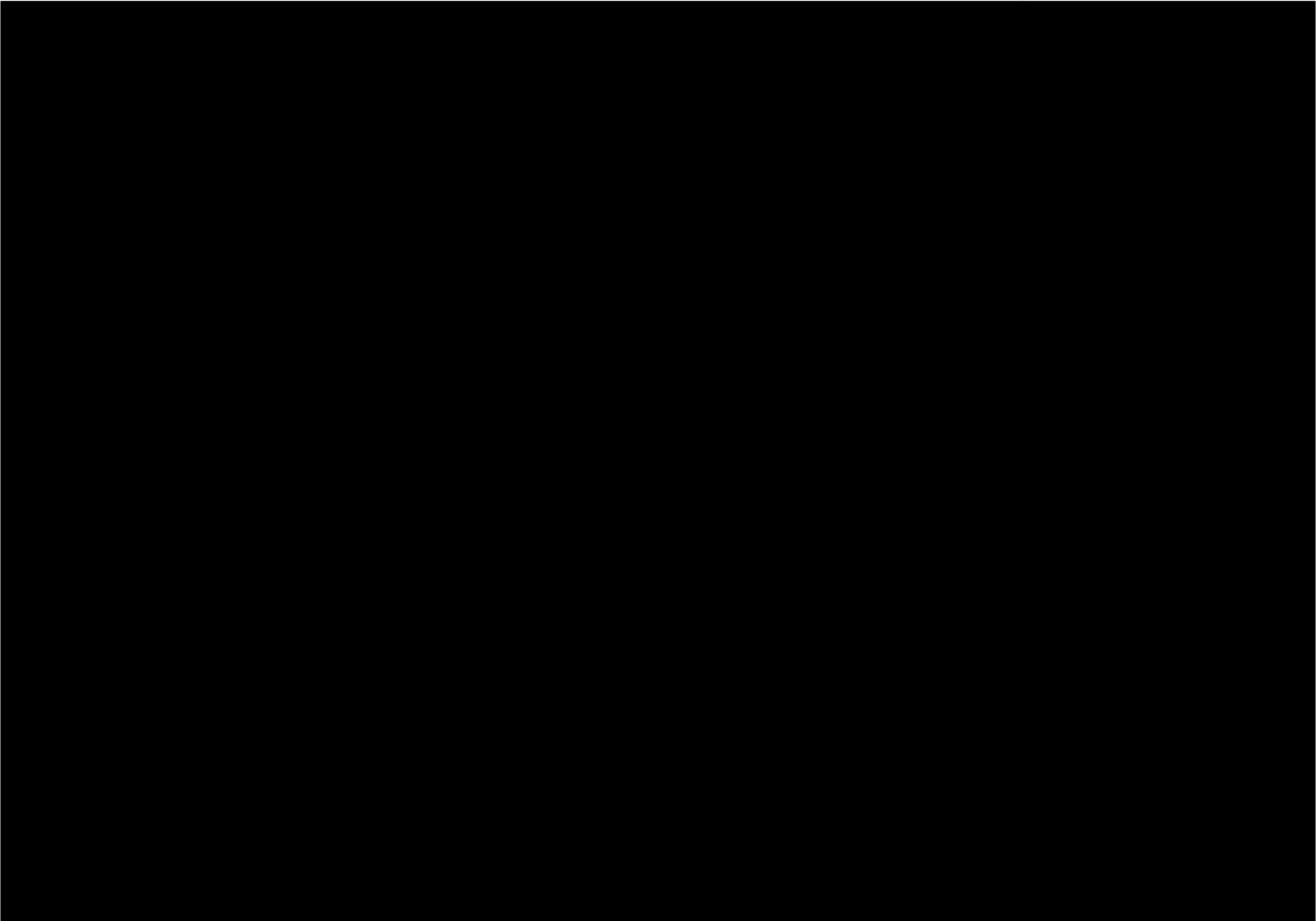
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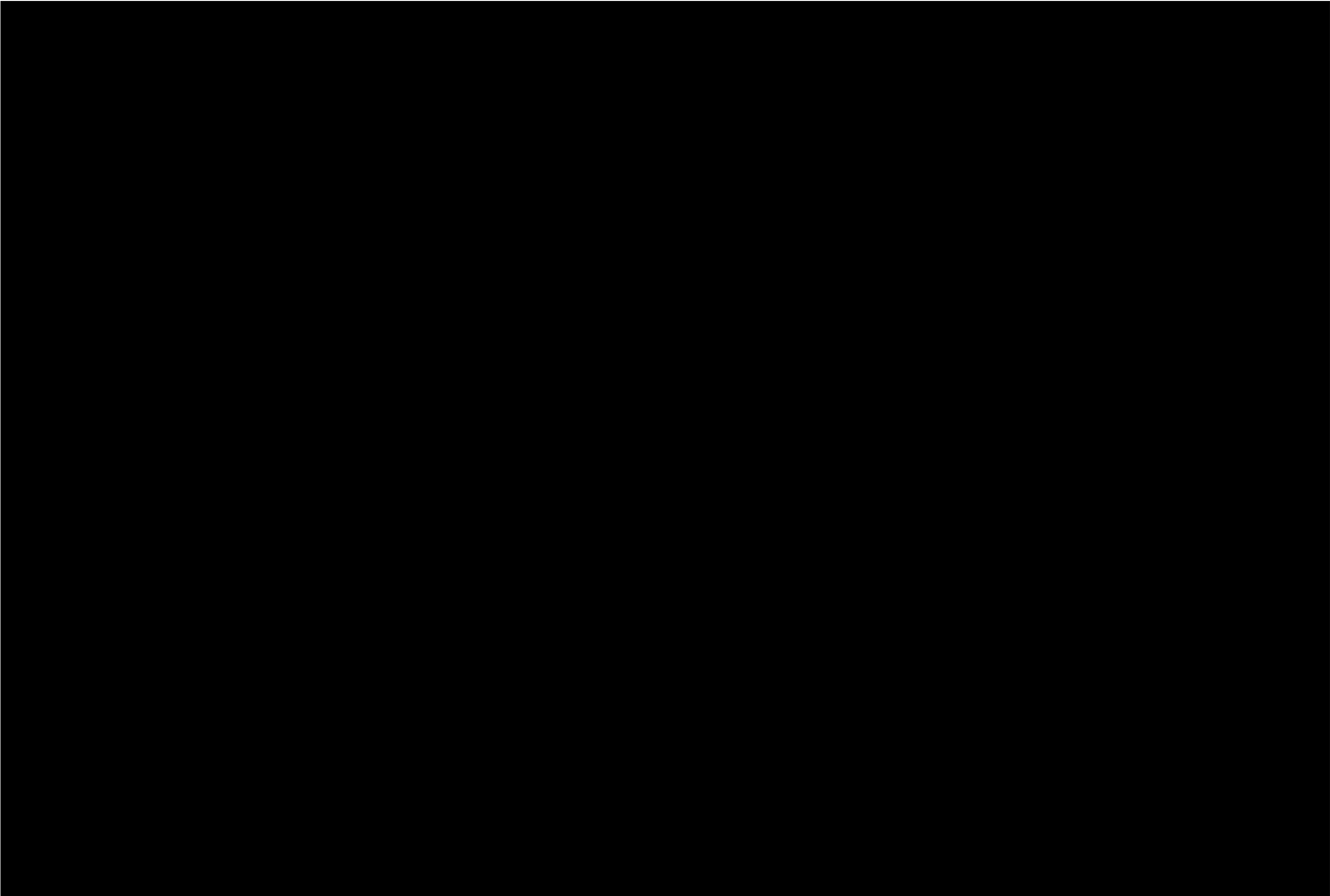
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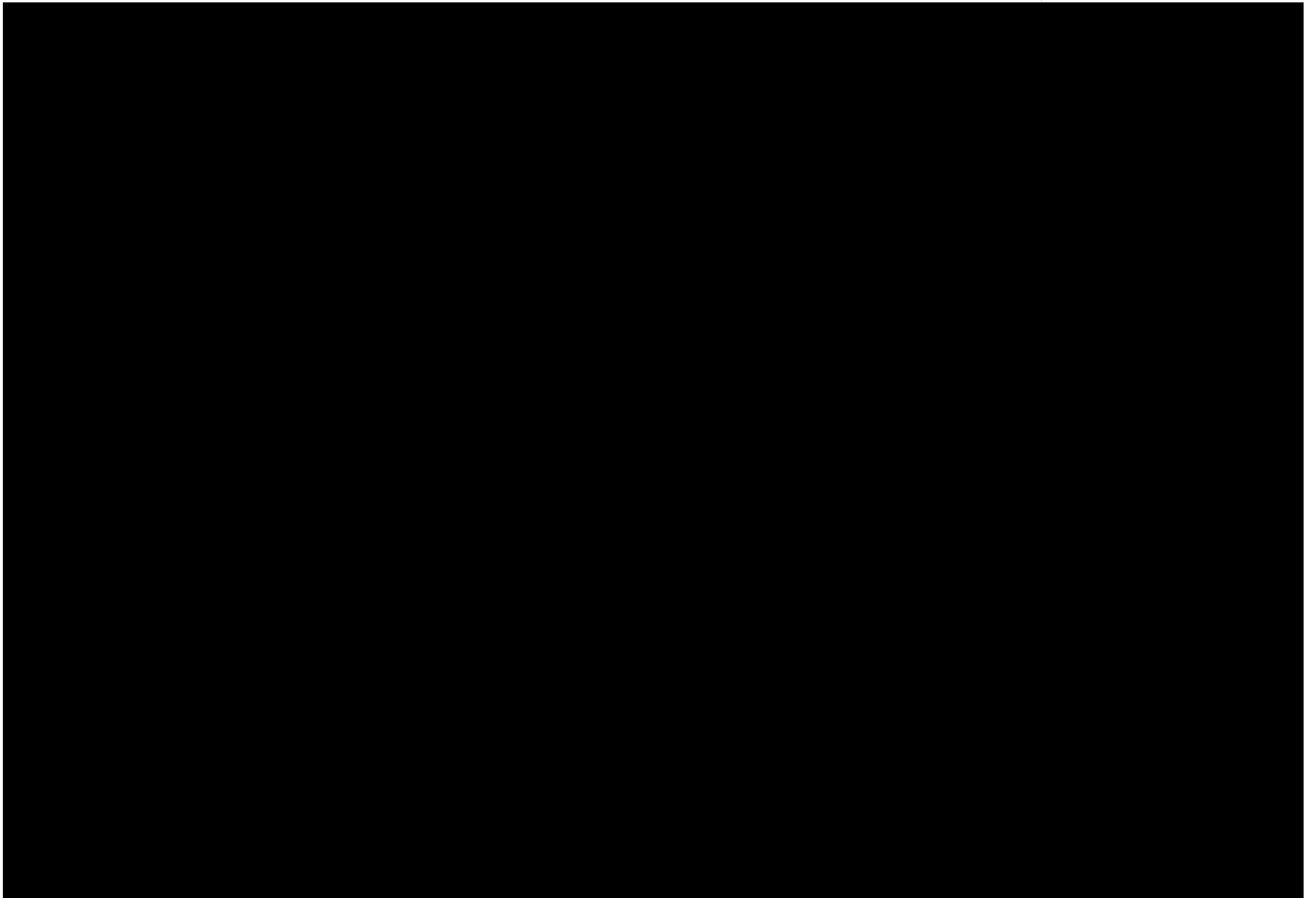




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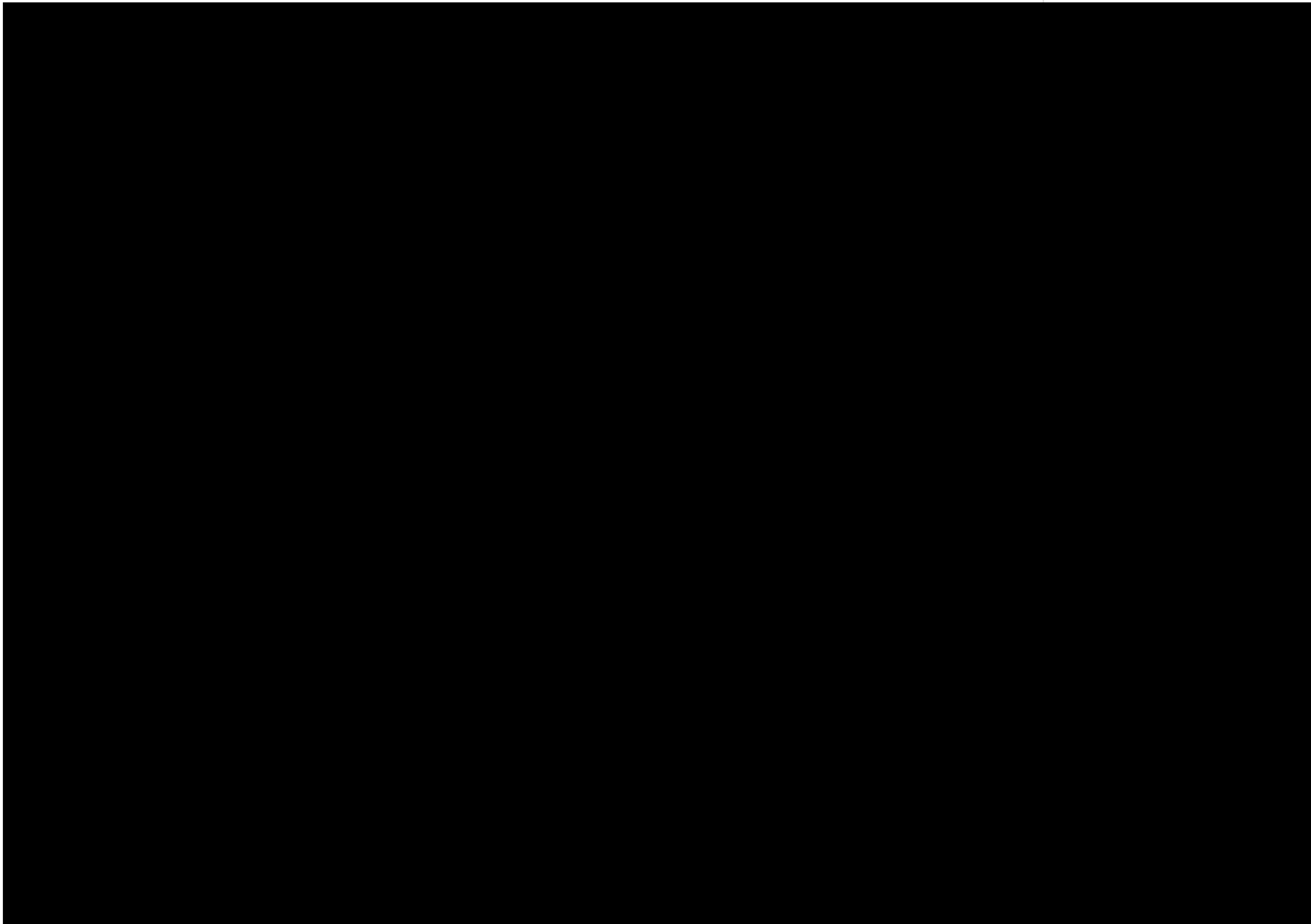
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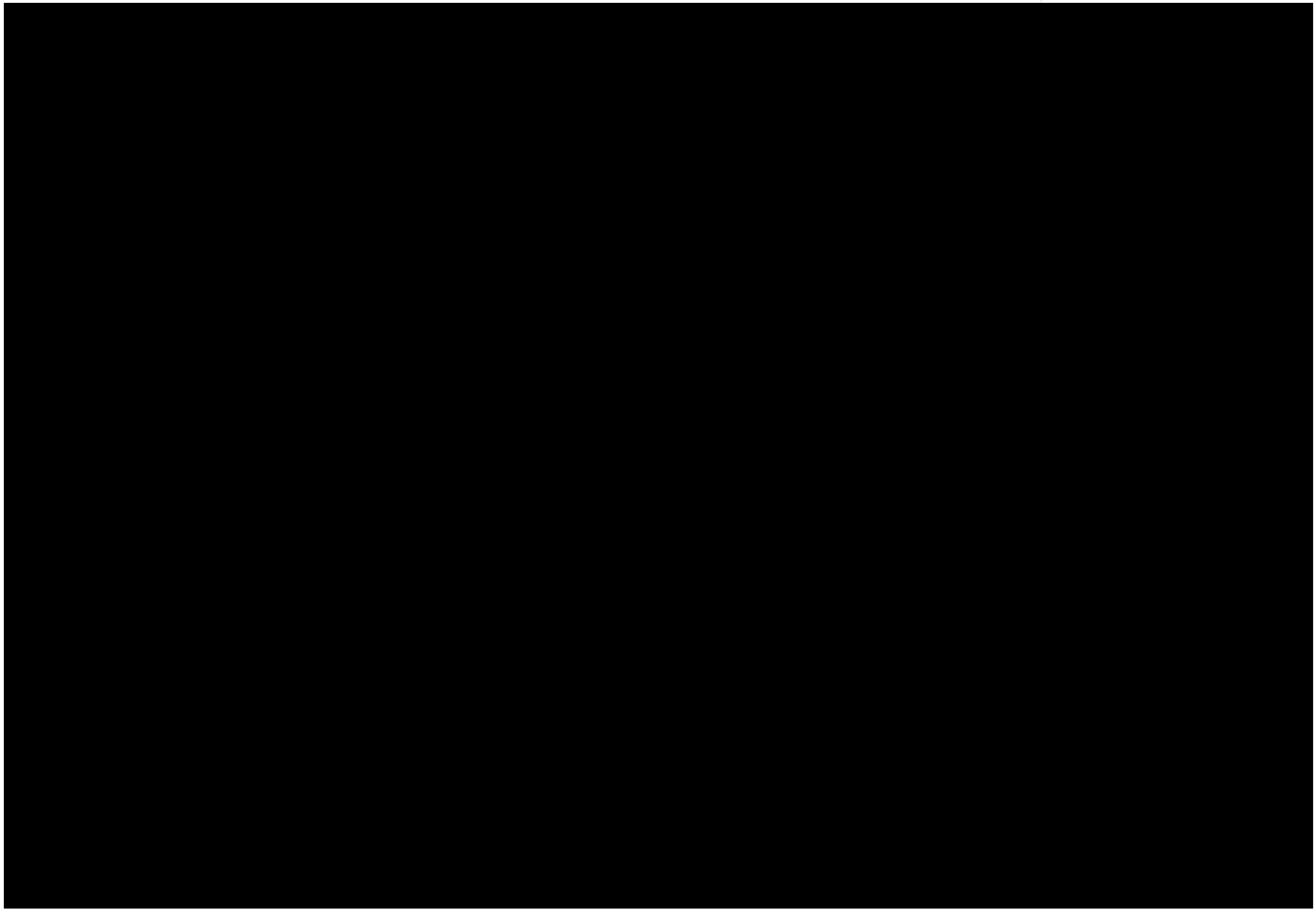
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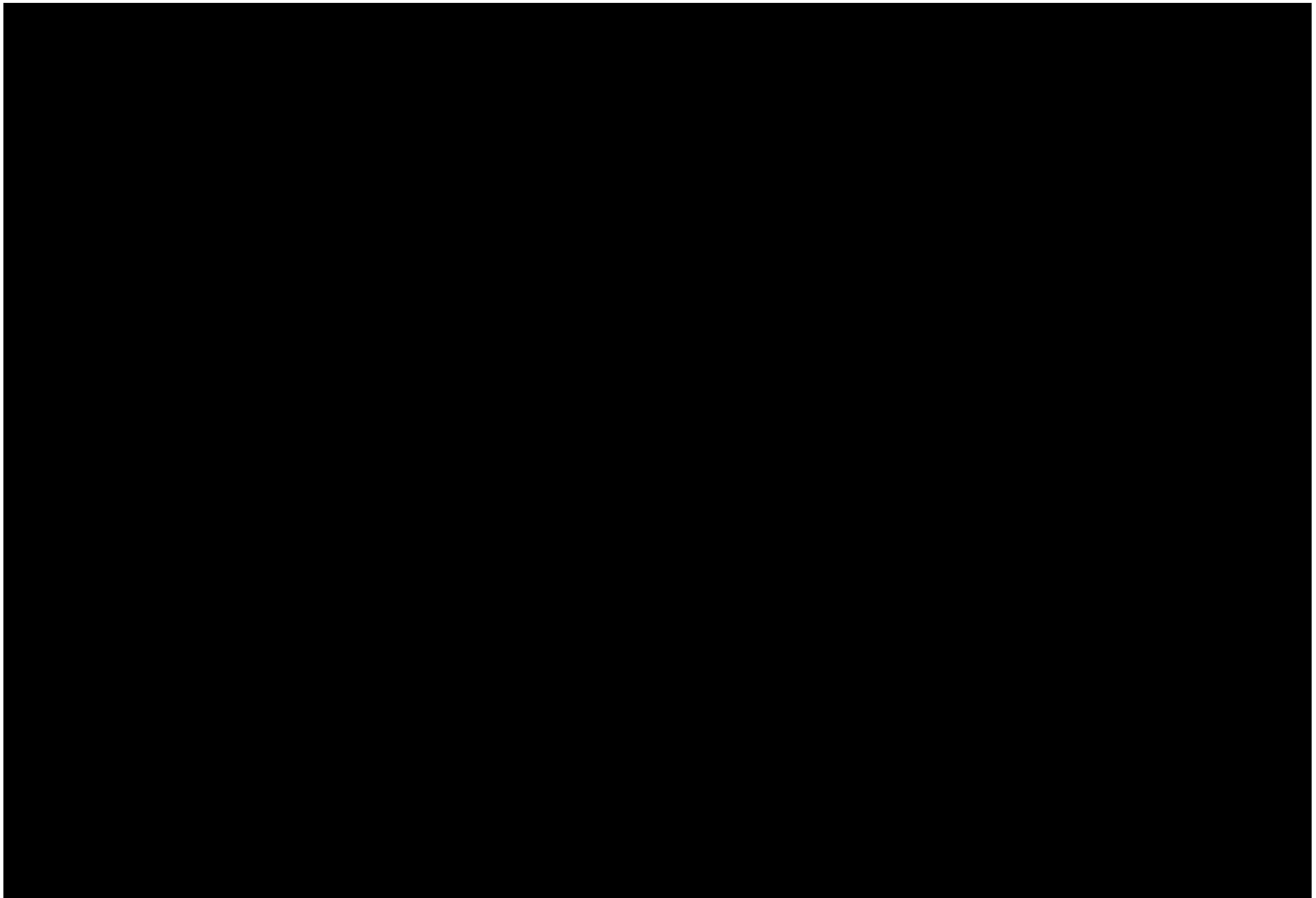
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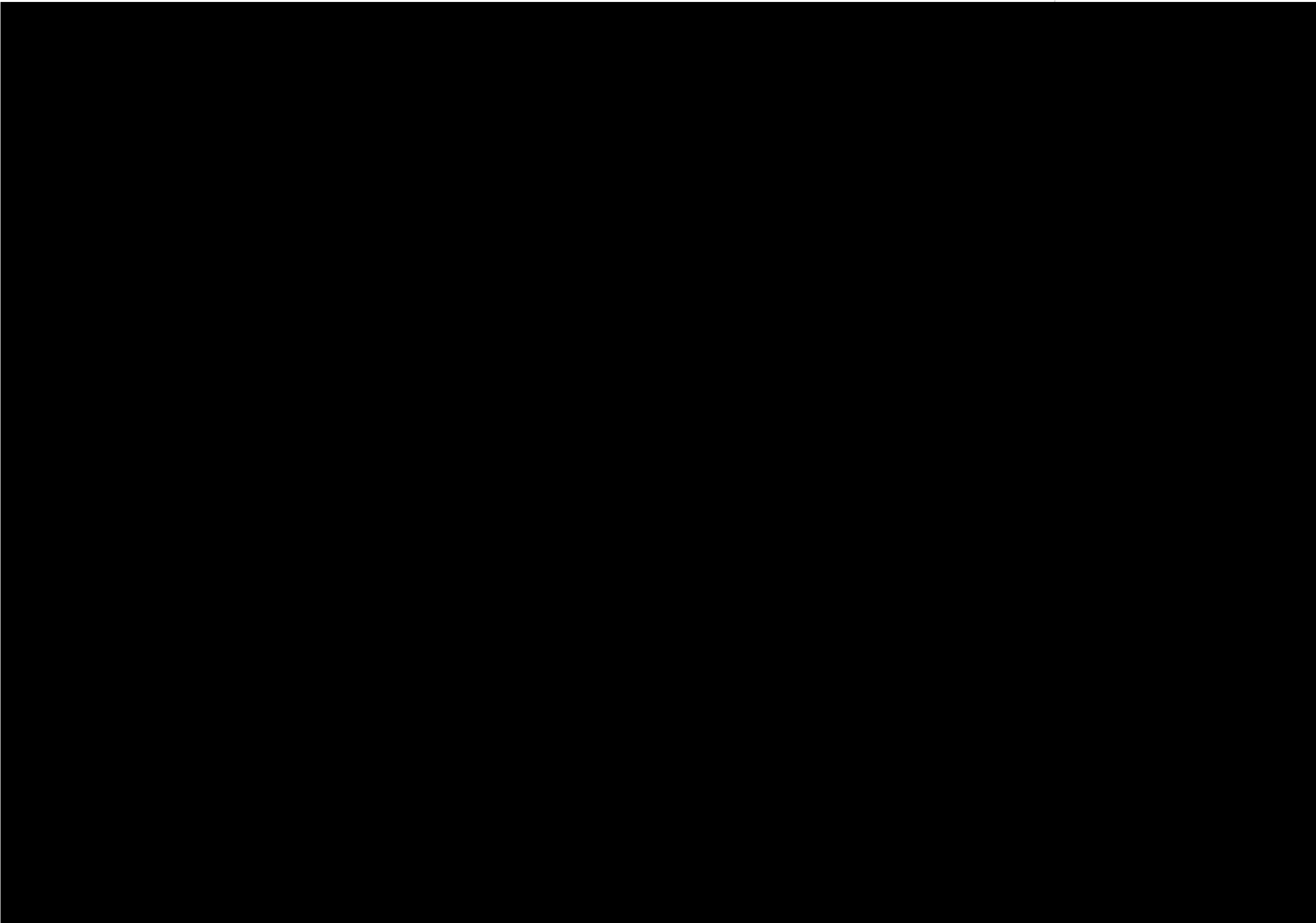


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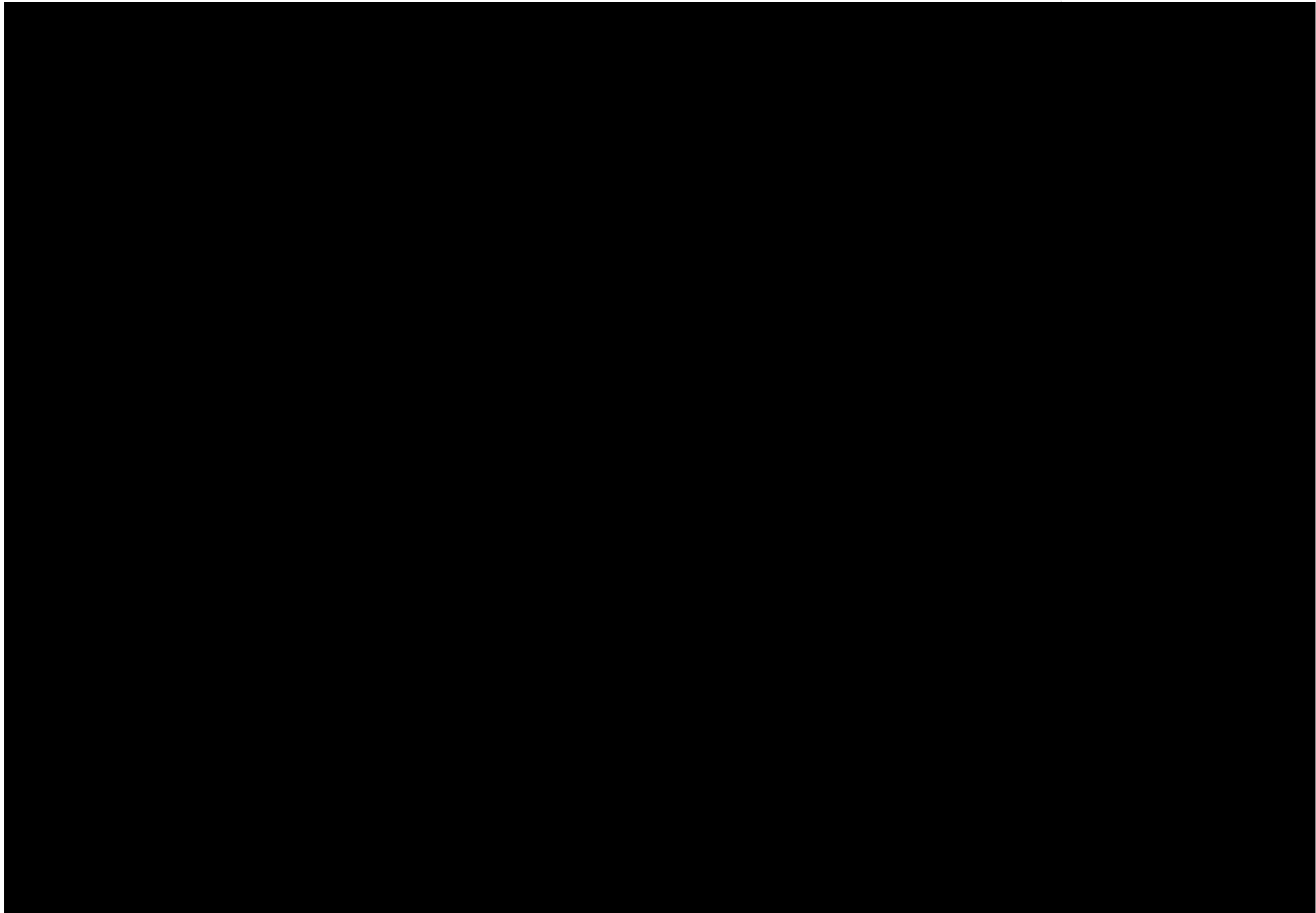






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