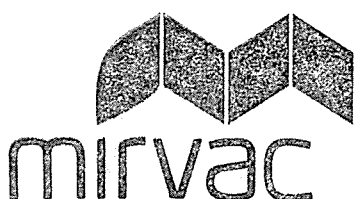


**SCHEDULE A1. – REFERENCE SCHEDULE**

(Schedule A2)

No.	Item	Details
1.	<b>WL Developer</b> <i>(Definition of WL Developer)</i>	<b>Name:</b> WL Developer Pty Ltd as trustee for the WL Developer Trust <b>ACN:</b> 637 792 888 <b>Address:</b> Level 28, 200 George Street, Sydney NSW 2000
1A.		
1B.		
2.	<b>WL Contractor</b> <i>(Definition of WL Contractor)</i>	<b>Name:</b> John Holland Pty Limited <b>ABN:</b> 11 004 282 268 <b>Address:</b> Level 5, 380 St Kilda Road, Melbourne VIC 3004
3.	<b>WL Developer Guarantor</b> <i>(Definition of WL Developer HoldCo 1 and WL Developer HoldCo 2)</i>	
4.	<b>D&amp;C Contractor</b> <i>(Definition of D&amp;C Contractor)</i>	<b>Name:</b> John Holland Pty Limited <b>ABN:</b> 11 004 282 268 <b>Address:</b> Level 5, 380 St Kilda Road, Melbourne VIC 3004 <b>Contractor Licence No.:</b> 10412
5.		<b>Name:</b> [REDACTED] <b>ABN:</b> [REDACTED] <b>Address:</b> [REDACTED]

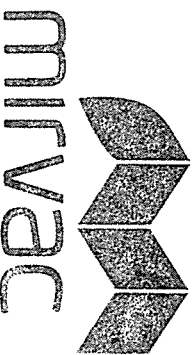
No.	Item	Details
6.	<b>Principal's Representative</b> <i>(Definition of Principal's Representative)</i>	<b>Name:</b> [REDACTED] <b>Email:</b> [REDACTED] <b>Phone:</b> [REDACTED]
7.	<b>WL Developer's Representative</b> <i>(Definition of WL Developer's Representative)</i>	<b>Name:</b> [REDACTED] <b>Email:</b> [REDACTED] <b>Phone:</b> [REDACTED]
8.	<b>Principal's Executive Negotiator</b> <i>(Definition of Executive Negotiator)</i>	The person holding the title of "Project Director, Sydney Metro City & Southwest"
9.	<b>WL Developer's Executive Negotiator</b> <i>(Definition of Executive Negotiator)</i>	[REDACTED]
10.	<b>Principal's notice details</b> <i>(Clause 39(d)(i)(E))</i>	<b>Address:</b> [REDACTED] <b>Email:</b> [REDACTED] <b>Attention:</b> [REDACTED] and any additional person notified by the Principal in writing (any notice in relation to a Claim or a Dispute must also be addressed to the General Counsel – Sydney Metro and sent to [REDACTED])
11.	<b>WL Developer's notice details</b> <i>(Clause 39(d)(i)(E))</i>	<b>Address:</b> [REDACTED] <b>Email:</b> [REDACTED] <b>Attention:</b> [REDACTED]
12.	<b>Appointed Principal Contractor</b> <i>(Definition of Appointed Principal Contractor and clause 6.3)</i>	<b>Name:</b> John Holland Pty Limited <b>ABN:</b> 11 004 282 268 <b>Address:</b> Level 5, 380 St Kilda Road, Melbourne VIC 3004

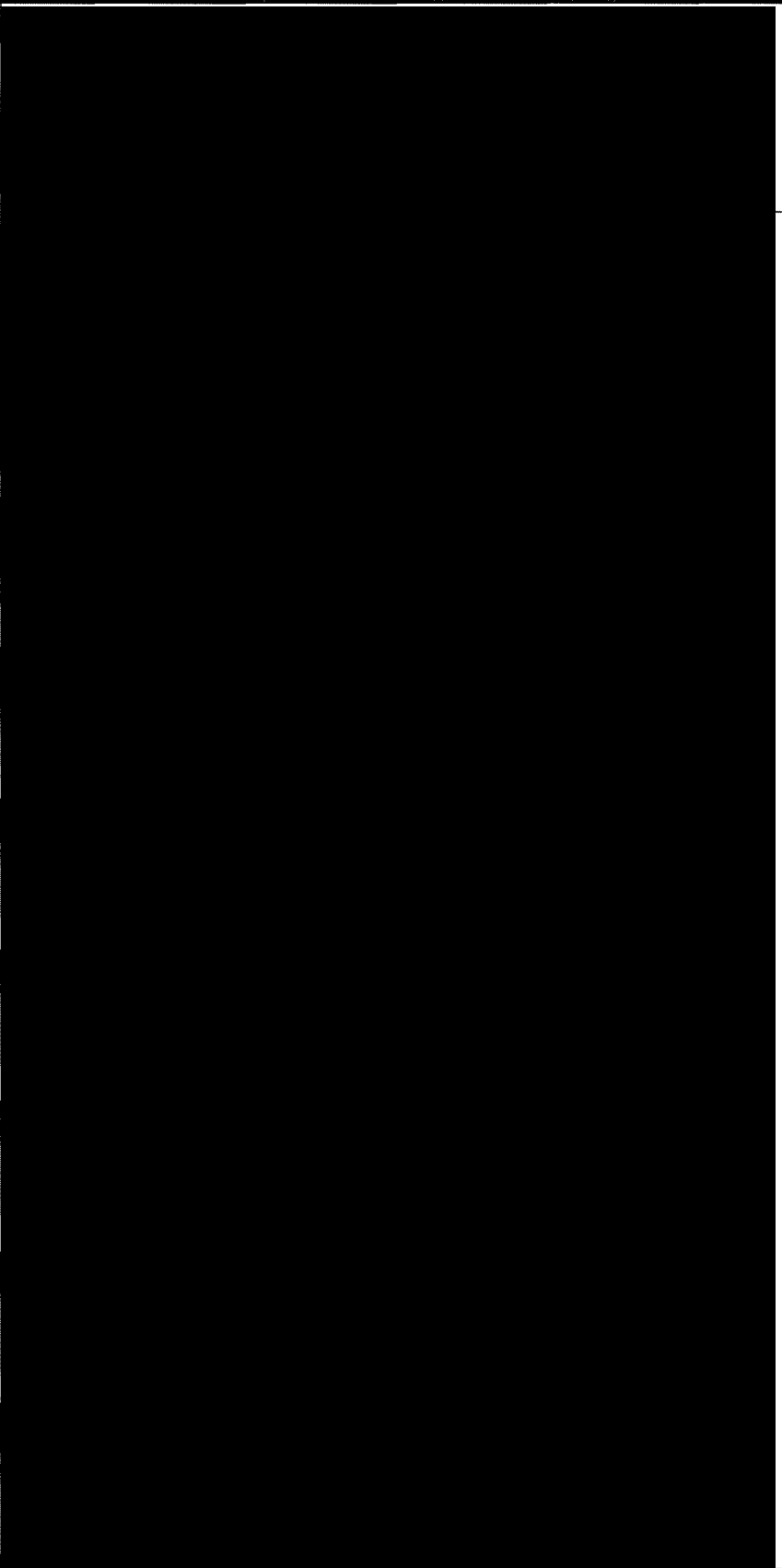


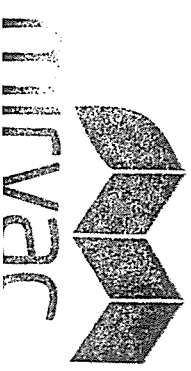


No.	Item	Details
13.	<b>Principal's Land</b> <i>(Definition of the Principal's Land)</i>	<p>The Principal's Land at the date of this deed is the following:</p> <ul style="list-style-type: none"> <li>• Lot 4 in Deposited Plan 215751, known as 134–138 Raglan Street, Waterloo</li> <li>• Lot 5 in Deposited Plan 215751, known as 59–63 Botany Road, Waterloo</li> <li>• Lot 1 in Deposited Plan 814205, known as 65 Botany Road, Waterloo</li> <li>• Lot 1 in Deposited Plan 228641, known as 67 Botany Road, Waterloo</li> <li>• Lot 2 in Deposited Plan 228641, known as 124–128 Cope Street, Waterloo</li> <li>• Lot 1 in Deposited Plan 1084919, known as 69–83 Botany Road, Waterloo</li> <li>• Lot 12 in Deposited Plan 399757, known as 130–134 Cope Street, Waterloo</li> <li>• Lot 1 in Deposited Plan 27454, known as 85 Botany Road, Waterloo</li> <li>• Lot 2 in Deposited Plan 27454, known as 87 Botany Road, Waterloo</li> <li>• Lot 1 in Deposited Plan 996765, known as 89–91 Botany Road, Waterloo</li> <li>• Lots A-E inclusive in Deposited Plan 108312 (being the land contained in Auto consol 7325-227), known as 136–144 Cope Street, Waterloo</li> <li>• Lot 31 in Deposited Plan 805384, known as 150–160 Cope Street, Waterloo</li> <li>• Lot 1 in Deposited Plan 433969 and Lot 1 in Deposited Plan 738891, known as 93–101 Botany Road, Waterloo</li> <li>• Lot 32 in Deposited Plan 805384, known as 107–115 Botany Road, Waterloo</li> <li>• Lot A in Deposited Plan 408116, known as 117 Botany Road, Waterloo</li> <li>• Lot 1 in Deposited Plan 436831 and Lot 1 in Deposited Plan 205942, known as 119 Botany Road, Waterloo</li> <li>• Lot 2 in Deposited Plan 205942, known as 170–174 Cope Street, Waterloo,</li> </ul> <p>but following consolidation, will be as set out in deposited plan DP1257150.</p>
14.	<b>Licence Fee</b> <i>(Definition of Licence Fee)</i>	<div style="background-color: black; width: 100%; height: 1.2em;"></div>

No.	Item	Details
15.	[REDACTED]	[REDACTED]
16.	[REDACTED]	[REDACTED]y.
17.	<b>Key Plant and Equipment</b> <i>(Definition of Key Plant and Equipment)</i>	[REDACTED]



No.	Item	Details
18.	<b>Key Plant and Equipment Manufacturing Countries</b> <i>(Definition of Key Plant and Equipment Manufacturing Country)</i>	



No.	Item	Details

**JOHN  
HOLLAND**



## SCHEDULE A2. – DEFINITIONS

(Clause 1.1)

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

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

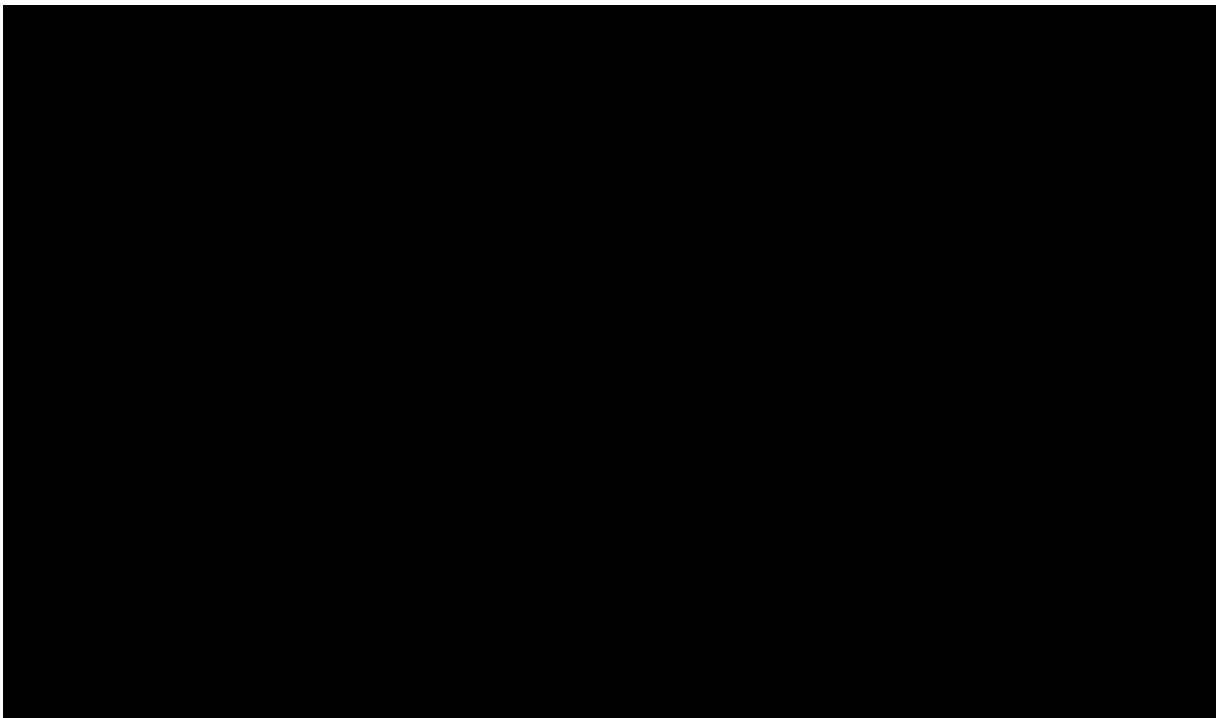
for:

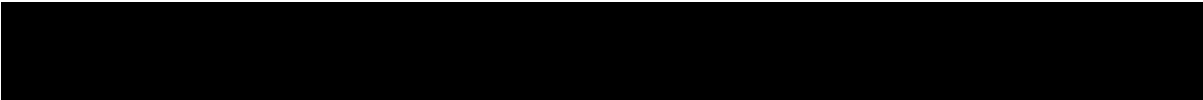
- (d) ■ consecutive Business Days; or
- (e) a total of ■ Business Days (whether consecutive or not) in any 12 month period,

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

**Acceleration Plan** has the meaning given in clause 20.11(f) (*Look ahead regime*).

**Acceptable Detailed SSD Consent** means a Detailed SSD Consent which is deemed not to include any Principal Unacceptable Consent Conditions in accordance with clause 3.5 of Schedule A5 (*Planning Applications and Approvals*).

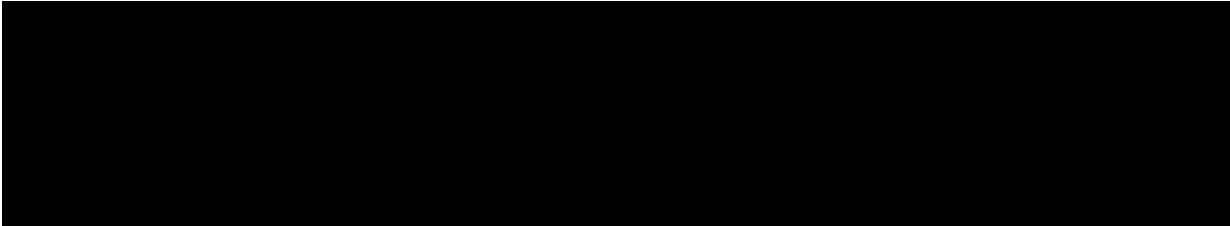
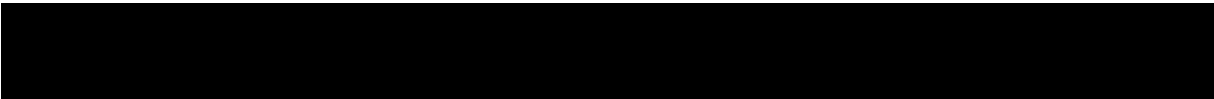




**AEO or Authorised Engineering Organisation** means an organisation providing a defined engineering service or product that has been assessed and granted authorised engineering status for Sydney Metro City & Southwest by the ASA.

**Affordable Housing** means housing for very low income households, low income households or moderate income households in accordance with the *State Environmental Planning Policy (Affordable Rental Housing) 2009 (NSW)*, as amended or replaced from time to time and, for the avoidance of doubt, does not include housing which is to be used for the purposes of student accommodation.

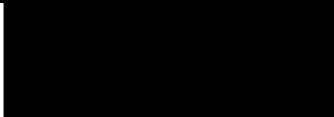
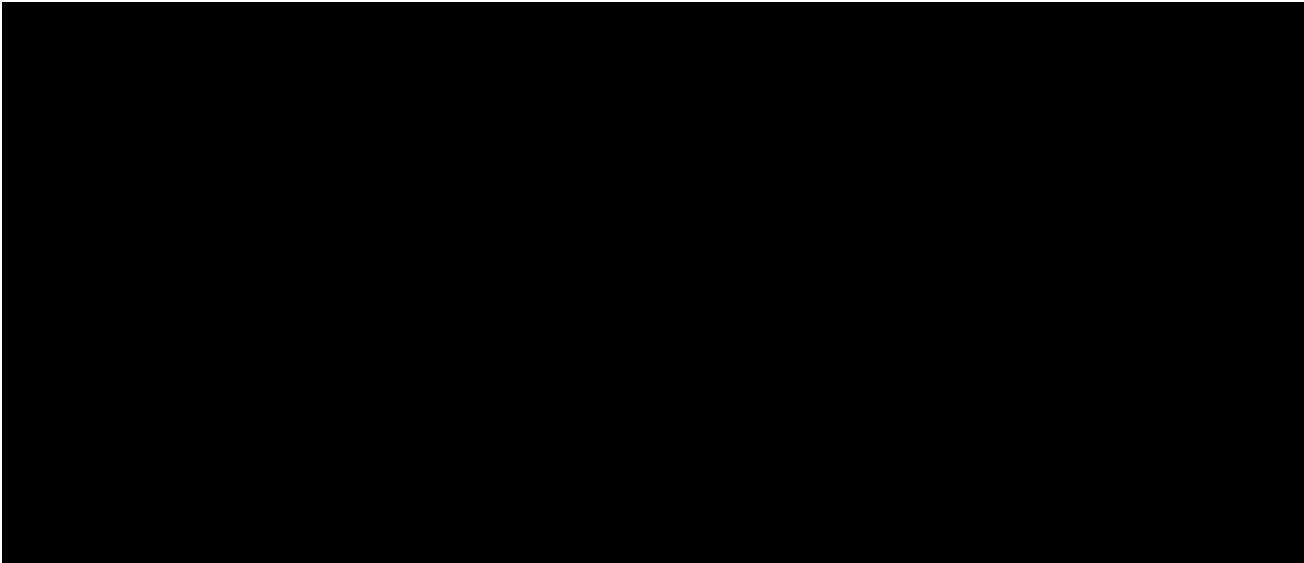
**Affordable Housing Dwellings** means the Affordable Housing dwellings to be designed and constructed [redacted] as part of Separable Portion 8 [redacted] of the MQD Project, the freehold title to which will be transferred to a CHP as contemplated in Schedule A31 (*Affordable Housing*), Schedule D3 (*Transfer of title*), or otherwise under this deed.

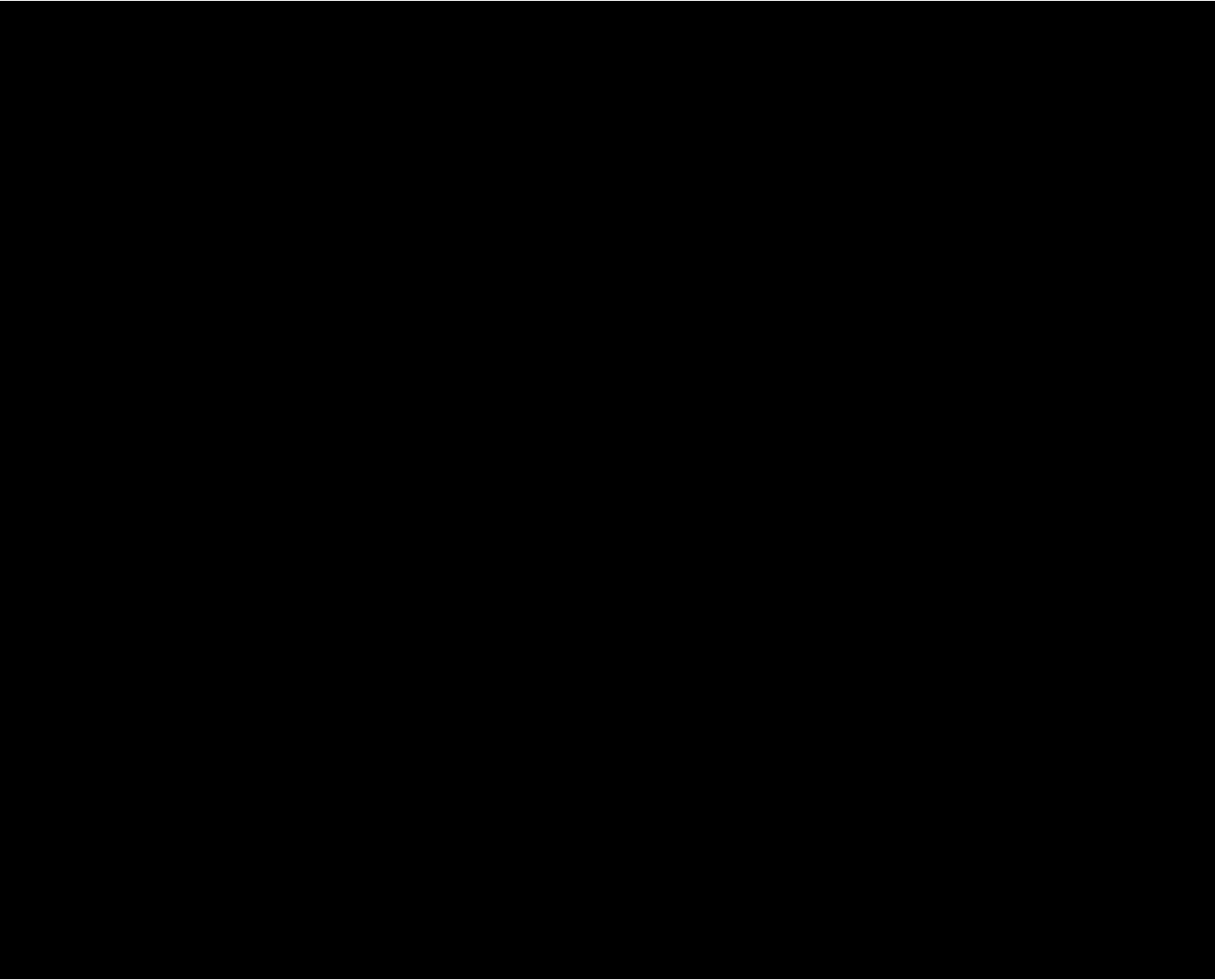


**Affordable Housing Requirements** means the requirements set out in Schedule A31 (*Affordable Housing*).

**Affordable Housing Works** means all those parts of the MQD Works that are to be procured by the WL Developer as part of the Affordable Housing Requirements.

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





**Apartment Design Guide** has the meaning given to the term "Apartment Design Guide" in clause 3(1) of the *State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development* under the EP&A Act or the term that supersedes it under the relevant Environmental Law.

**Applicable Transfer Area** means a part of the Principal's Land comprising:

- (a) the following:
  - (i) any Separable Portion or a relevant part of that Separable Portion; or
  - (ii) the Construction Site or relevant part of the Construction Site, in respect of which a Sale Contract applies; or
- (b) the Social Housing Lot.

**Applicable Transfer Date** means, in respect of an Applicable Transfer Area, the date on which:

- (a) in respect of an Applicable Transfer Area the subject of a Sale Contract, completion of the Sale Contract applying to that Applicable Transfer Area occurs;

- (b) in respect of the Social Housing Lot (excluding the Social Housing Car Parks), the date on which Completion [REDACTED] occurs; or
- (c) in respect of the Social Housing Car Parks, the date on which Completion [REDACTED] occurs.

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

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

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

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

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

**Approved Engineer's Certificate (Interim)** has the meaning given in clause 8.6(c)(iii) (*Approved Engineer*).

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

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

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

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

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

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

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



**Associate** means:

- (a) in respect of the Principal, Infrastructure NSW and LAHC, each party's Representative and any of the employees, agents, contractors or officers of them to the extent they are engaged on the MQD Project or the Sydney Metro City & Southwest, but excludes:
  - (i) the WL Developer and each person listed in paragraph (b) of this definition;
  - (ii) any Interface Contractor;
  - (iii) the Operator; and
  - (iv) the employees, agents, consultants and officers of the persons listed in paragraphs (a)(i) to (a)(iii) (inclusive) of this definition; and
- (b) in respect of the WL Developer:
  - (i) any Subcontractor (including the D&C Contractor);
  - [REDACTED]
  - (iii) the WL Developer Guarantor;
  - (iv) the WL Contractor and the WL Contractor's Associates;
  - (v) any Purchaser;
  - (vi) not used;
  - (vii) each Approved Engineer; and
  - (viii) each of the employees, agents, contractors, consultants, officers, licensees and invitees of the WL Developer and those persons listed in paragraphs (b)(i) to (b)(vii) (inclusive) of this definition (excluding any Interface Contractor and its employees, agents, consultants and officers).

**Australian Standards** means the standards published by Standards Australia.

**Authority** means:

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

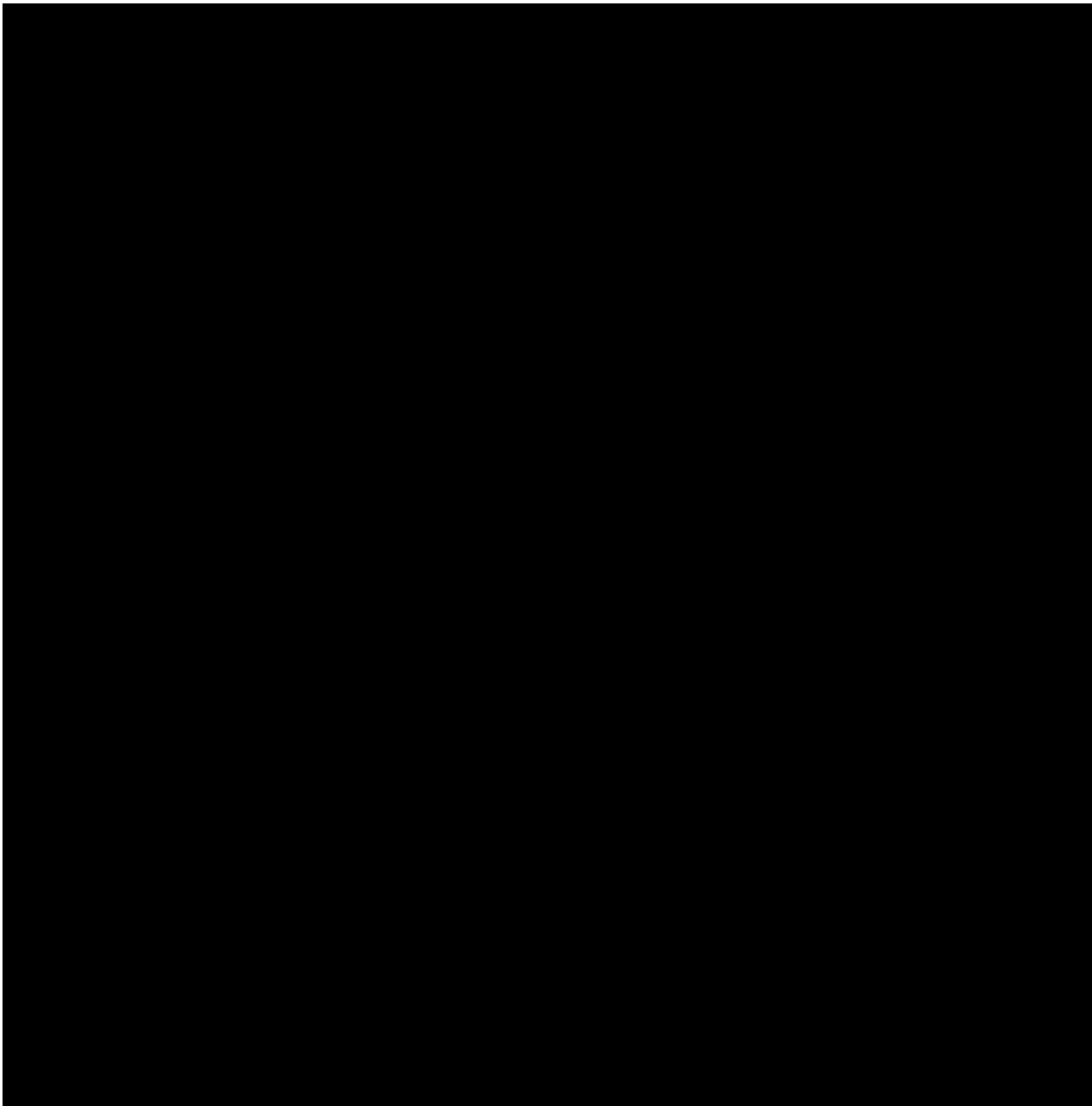
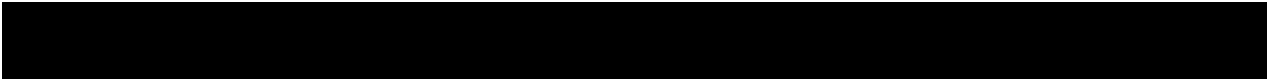
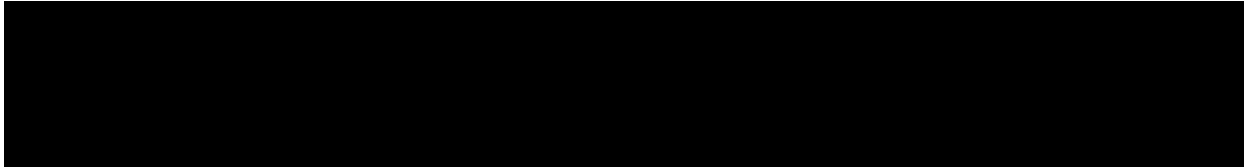
**Bank Bill** means a bill of exchange (under the *Bills of Exchange Act 1909* (Cth)) which has been accepted by any bank authorised under a Law of the Commonwealth or any State to carry on banking business.

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

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

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

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



**Building Management Statement** means a building management statement which is registered pursuant to the Station Delivery Deed or this deed and any building management statement which replaces that building management statement in accordance with the terms of the relevant statement.

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

**Call Option** means one of the following (as applicable):

- (a) an option to purchase a Residential Stratum Lot granted to the relevant Purchaser by the Principal pursuant to a Call Option Deed (Residential); or
- (b) an option to purchase a Non-Residential Stratum Lot granted to the relevant Purchaser by the Principal pursuant to a Call Option Deed (Non-Residential).

**Call Option Deed** means one of the following (as applicable):

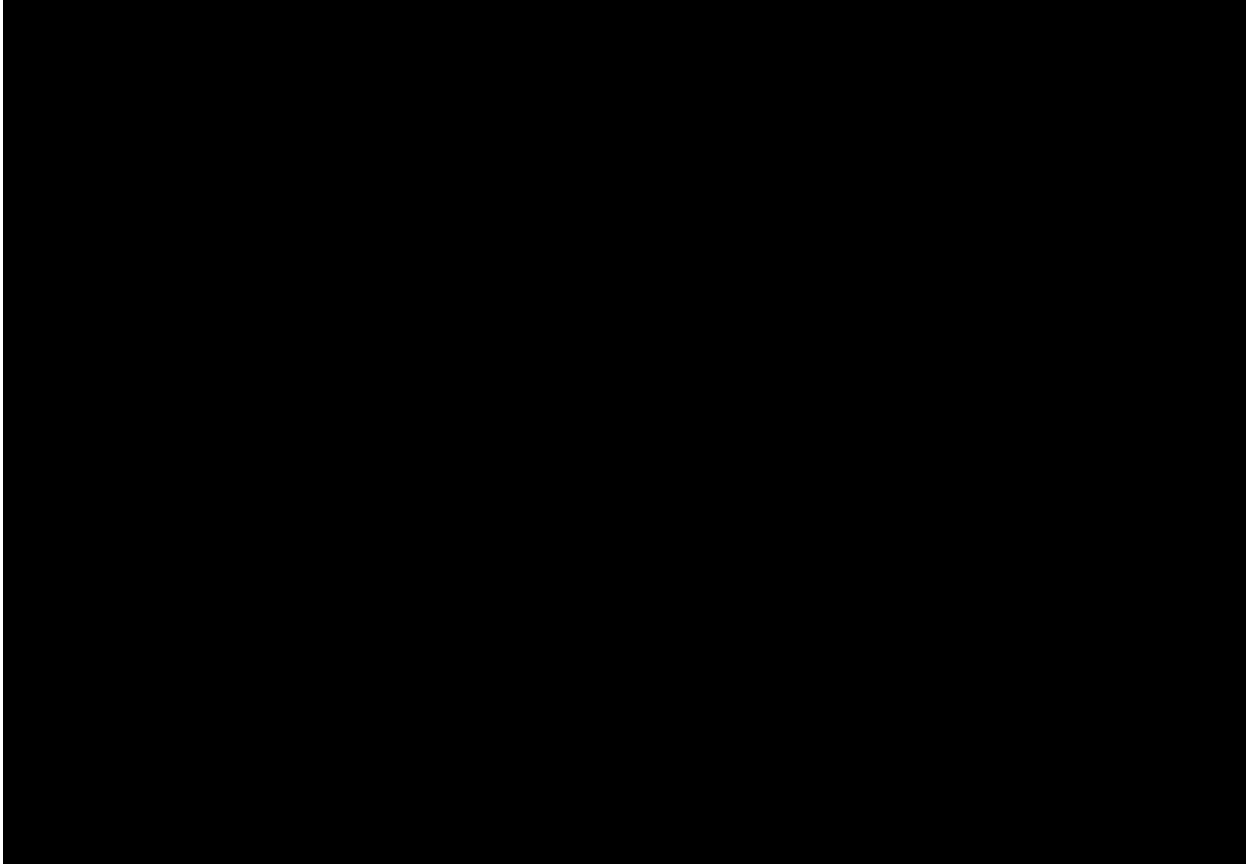
- (a) Call Option Deed (Residential); and
- (b) Call Option Deed (Non-Residential).

**Call Option Deed (Non-Residential)** means a call option deed between the Principal and a Purchaser in respect of a Non-Residential Stratum Lot, in the form of Schedule D4 (*Form of Call Option Deed (Non-Residential)*) and entered into in accordance with Schedule D3 (*Transfer of title*).

**Call Option Deed (Residential)** means a call option deed between the Principal and a Purchaser in relation to:

- (a) each Residential (WL Developer) Stratum Lot, in the form of Schedule D5 (*Form of Call Option Deed (Residential – WL Developer)*) where the Purchaser is the WL Developer;
- (b) each Residential (WL Developer) Stratum Lot, in the form of Schedule D6 (*Form of Call Option Deed (Residential – Third Party)*) where the Purchaser is not the WL Developer; and
- (c) the [REDACTED] in the form of Schedule D6 (*Form of Call Option Deed (Residential – Third Party)*),

each entered into in accordance with Schedule D3 (*Transfer of title*).



**Certificate of Completion** means, in respect of a Separable Portion, a certificate issued by the Principal's Representative under clause 22.4(b) (*Requesting Certificate of Completion*) or deemed to have been issued under clause 22.4(c)(ii) (*Requesting Certificate of Completion*).

**Certificate of Completion (Principal Project Requirements)** means, in respect of a Separable Portion, a certificate issued by the Principal's Representative under clause 22.1(b)(i) (*Requesting Certificate of Completion (Principal Project Requirements)*).

**Certificate of Completion (Social Housing)** means a certificate in the form set out in Schedule B12 (*Certificate of Completion (Social Housing)*) issued by the Independent Certifier (Social Housing) in accordance with clause 22.3A(d) (*Notice of completion of Social Housing Works*).

**Certificate of Design Compliance (Social Housing)** means a certificate in the form set out in Schedule B11 (*Certificate of Design Compliance (Social Housing)*) issued by the Independent Certifier (Social Housing) in accordance with clause 2.2A(b) of Schedule A9 (*Design Development Procedure*).

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

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

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

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

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

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

**Commonwealth** means the Commonwealth of Australia.

**Community Housing Provider or CHP** means an entity registered under the *Community Housing Providers (Adoption of National Law) Act 2012* (NSW) or the Community Housing Providers National Law that holds a Tier 1 categorisation under the National Regulatory System for Community Housing, the identity of which is notified by the WL Developer to the Principal's Representative in accordance with Schedule A31 (*Affordable Housing*).

**Completion** means, in respect of each Separable Portion, the point in time at which:

- (a) the Principal's Representative has issued the Certificate of Completion (Principal Project Requirements) for that Separable Portion;
- (b) the WL Developer has provided the Approved Engineer's Certificate (Post-Completion) for that Separable Portion;
- (c) an Occupation Certificate for all areas of the Separable Portion has been issued and is in force to enable occupation of the MQD in that Separable Portion;
- (d) the WL Developer has provided the Sustainability Certificate in respect of that Separable Portion;
- (e) in respect of each Separable Portion containing Social Housing Works other than Social Housing Works relating to the Social Housing Car Parks (including associated access), subject to manifest error on the face of the certificate, the Independent Certifier (Social Housing) has issued a Certificate of Completion (Social Housing) for the relevant Social Housing Works; and
- (f) in respect of the last Separable Portion containing Social Housing Works relating to the Social Housing Car Parks (including associated access), subject to manifest error on the face of the certificate, the Independent Certifier (Social Housing) has issued a Certificate of Completion (Social Housing) for the Social Housing Works which relate to the Social Housing Car Parks (including associated access).

**Completion (Principal Project Requirements)** means, in respect of a Separable Portion, when the WL Developer has procured that its Subcontractors have completed or installed those works comprising the elements of the Principal Project Requirements within and associated with that Separable Portion as shown on the Final Plans and Specifications for that Separable Portion as amended in accordance with this deed (irrespective of whether Completion of all of the MQD Works in the Separable Portion has been achieved).

**Completion (Social Housing)** means, subject to clause 22.3A(e) (*Notice of completion of Social Housing Works*), the point in time when, in respect of the relevant Social Housing Works:

- (a) those Social Housing Works:
  - (i) satisfy the Social Housing Requirements;
  - (ii) have been constructed in accordance with the Final Plans and Specifications for those Social Housing Works as amended in accordance with this deed;
  - (iii) comply with the requirements of all relevant Laws and Approvals; and
  - (iv) otherwise comply with the requirements of this deed;
- (b) those Social Housing Works are capable of being lawfully used and occupied for their intended purpose with the consent of all relevant Authorities and the WL Developer has provided the Principal's Representative with copies of all certificates and subcontractor guarantees and warranties that are required under the Building Code of Australia, under any applicable Law or by any relevant Authority to enable the Social Housing Works to be lawfully occupied and used (including a final occupation certificate and compliance certificates under the EP&A Act);
- (c) not used;
- (d) the WL Developer has provided the Principal's Representative with:
  - (i) the original executed LAHC Deed Poll in accordance with clause 3 of Schedule A32 (*Social Housing*);
  - (ii) the subcontractor guarantees and warranties required by clauses 5.7(c)(i)(C) and 5.7(c)(vi) (*Home Building Act*) and clause 6 of Schedule A32 (*Social Housing*);
  - (iii) draft O&M Manuals in accordance with the requirements of clause 7(a) of Schedule A32 (*Social Housing*); and
  - (iv) draft as-built drawings, plans and specifications and a certificate from the responsible design consultant in accordance with the requirements of clause 8(a) of Schedule A32 (*Social Housing*);
- (e) the WL Developer has provided LAHC with the subcontractor guarantees and warranties required by clauses 1(b)(iii) and 1(g) of the LAHC Deed Poll;
- (f) all rubbish, surplus material, temporary works, plant, equipment and hoarding has been removed from the Habitable Social Housing Works so as to leave the relevant part of the Habitable Social Housing Works in a clean and tidy condition;
- (g) the Habitable Social Housing Works have been professionally cleaned to a standard to allow them to be occupied without further cleaning;
- (h) all plant and equipment forming part of the Social Housing Works has been installed, commissioned and tested (and such relevant tests passed);
- (i) all appliances and fittings (where applicable) have been installed, commissioned and tested and are fully operational;
- (j) all keys, electronic access mechanisms and security codings and the like have been handed to the Principal's Representative (including a key schedule and tagged keys for each individual apartment and any other relevant lot, premises, common area or service area forming part of the Social Housing Works identifying their use);

- (k) in respect of:
  - (i) the Social Housing Works relating to the Social Housing Car Parks (including associated access):
    - (A) the Social Housing Car Parks have been consolidated into and form part of the Social Housing Lot in accordance with the Subdivision Principles; and
    - (B) easement rights (or such other rights as approved by the Principal in writing) for access between entry and access points of the basement car park and the Social Housing Car Parks and between the Social Housing Dwellings and the Social Housing Car Parks have been created in accordance with the Subdivision Requirements and the Subdivision Principles; and
  - (ii) all other Social Housing Works, the Social Housing Lot has been created in accordance with the Subdivision Requirements and the Subdivision Principles; and
- (l) to the extent that the relevant Social Housing Works comprise Shared Facilities (Social Housing), those Shared Facilities (Social Housing) are accessible, functional and safe.

**Concept SSD** means the concept design for determining the envelope for the MQD in a Separable Portion and defining the permitted use of that MQD.

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

**Concept SSD Design Documentation** means the design documentation referred to and approved as part of the Original Concept SSD Consent to the extent prepared by and on behalf of the Principal.

**Condition and Dilapidation Survey** means the Project Plan of that name.

[REDACTED]

**Congregational Church** means the registered proprietor from time to time of the Congregational Church Land.

**Congregational Church Land** means Lot 30 in Deposited Plan 668991 located at 103 Botany Road, Waterloo.

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

**Consequential Loss** means any:

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

whether present or future, fixed or unascertained, actual or contingent. [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED],

[REDACTED]

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

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

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

- (a) the S1 Construction Site, the date on which access is first given to the WL Developer for that part of the S1 Construction Site; and
- (b) the S2 Construction Site, the date referred to as the "Site Access Date" for that part of the S2 Construction Site set out in Site Access Schedule.

**Construction Licence Sunset Date** means, in respect of each Construction Site, the applicable date specified as the "Construction Licence Sunset Date" in the Site Access Schedule.

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

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

**Construction Site** means:

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

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

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

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

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

**Control** means:

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



of an entity.

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

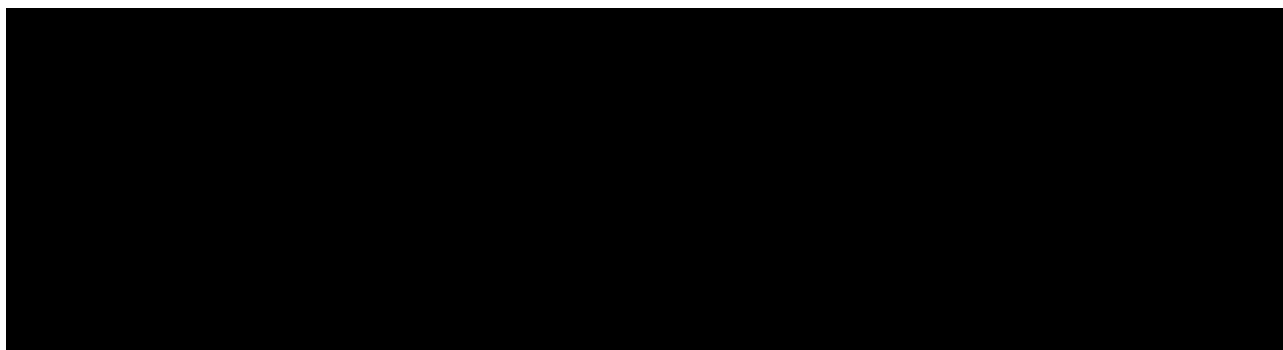
- (a) each Interface Contractor Cooperation and Integration Deed; and
- (b) the Operator Cooperation and Integration Deed.

**Cope Street Plaza** has the meaning given in clause 1 of Schedule C1 (*MQD Design Parameters (Metro)*).

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

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

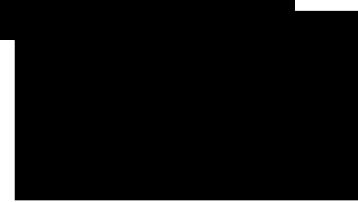
**Course of Action** means:

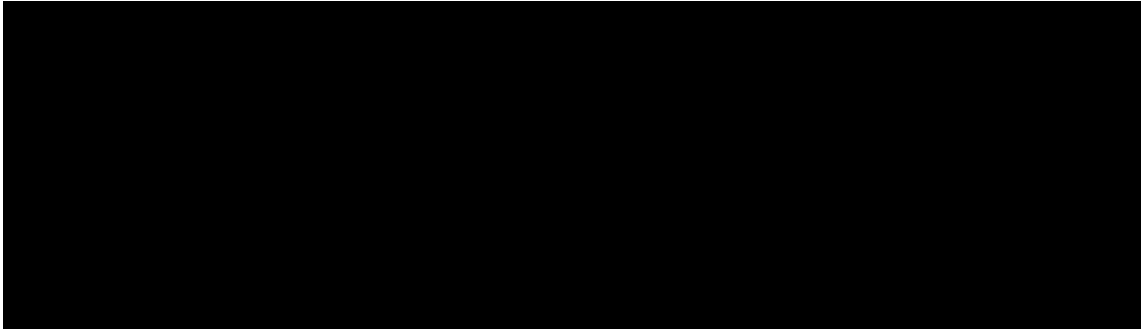


- (b) in respect of a Principal Unacceptable Consent Condition in a Modified Concept SSD Consent, the Principal:
  - (i) appealing to the NSW Land and Environment Court;
  - (ii) lodging an Application for a modification to the Concept SSD Consent with the Consent Authority;

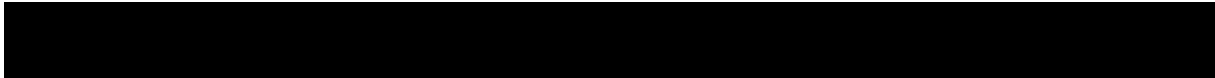


- (iv) waiving the WL Developer's obligations to comply with or procure compliance with the relevant Principal Project Requirement; or
  - (v) by giving written notice to the WL Developer, terminating this deed;
- (c) in respect of a Principal Unacceptable Consent Condition in an Approval obtained by the WL Developer, any course of action which the Principal's Representative requires the WL Developer to pursue which may include the WL Developer at its own Cost:
  - (i) applying to the Consent Authority to modify the relevant Principal Unacceptable Consent Condition;
  - (ii) appealing to the NSW Land and Environment Court; or
  - (iii) proposing a Modification in accordance with clause 3 of Schedule A7 (*Modification Procedure*); or

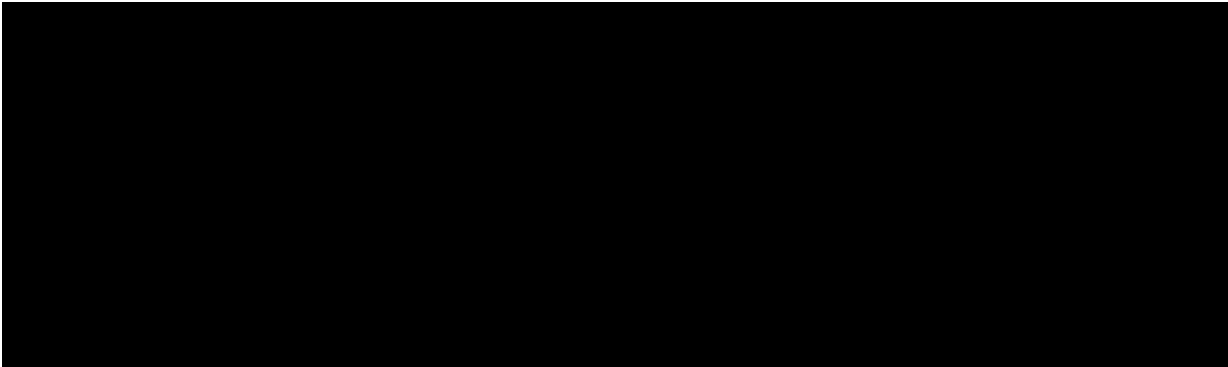
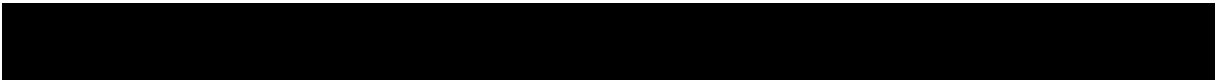




**Court** means the Land and Environment Court of NSW or any court with appeal jurisdiction.



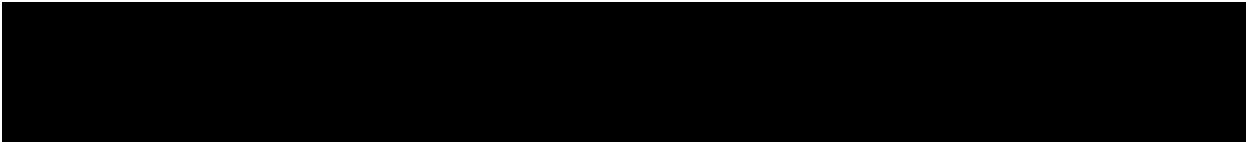
**CSSI Approval** has the meaning given to the term "Project Planning Approval (Chatswood to Sydenham)" in the Station Delivery Deed.



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

**D&C Contract** means the deed between the WL Developer and the D&C Contractor to be entered into in relation to the design, construction, commissioning, supervision and completion of the MQD Works by the D&C Contractor, on terms in accordance with clause 16.3 (*Provisions to be included in Subcontracts*) and clause 16.4 (*D&C Contract*).

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



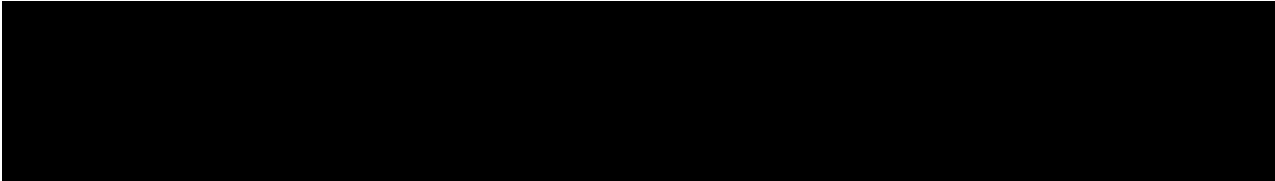
**D&C Contractor Replacement Plan** means a draft plan describing the actions and measures which the WL Developer will diligently pursue to enable the MQD Works to proceed, including its plan to diligently procure a replacement of the D&C Contractor.

**D&C Side Deed** means the deed between the Principal, the WL Developer, the D&C Contractor [REDACTED] to be entered into in the form of Schedule A19 (*D&C Side Deed*).

**D&C Subcontract** means the design and construct contract between the D&C Contractor and the D&C Subcontractor in relation to the design, construction, commissioning, supervision and completion of a portion of the MQD Works.

**D&C Subcontractor** means Mirvac Constructions Pty Ltd.

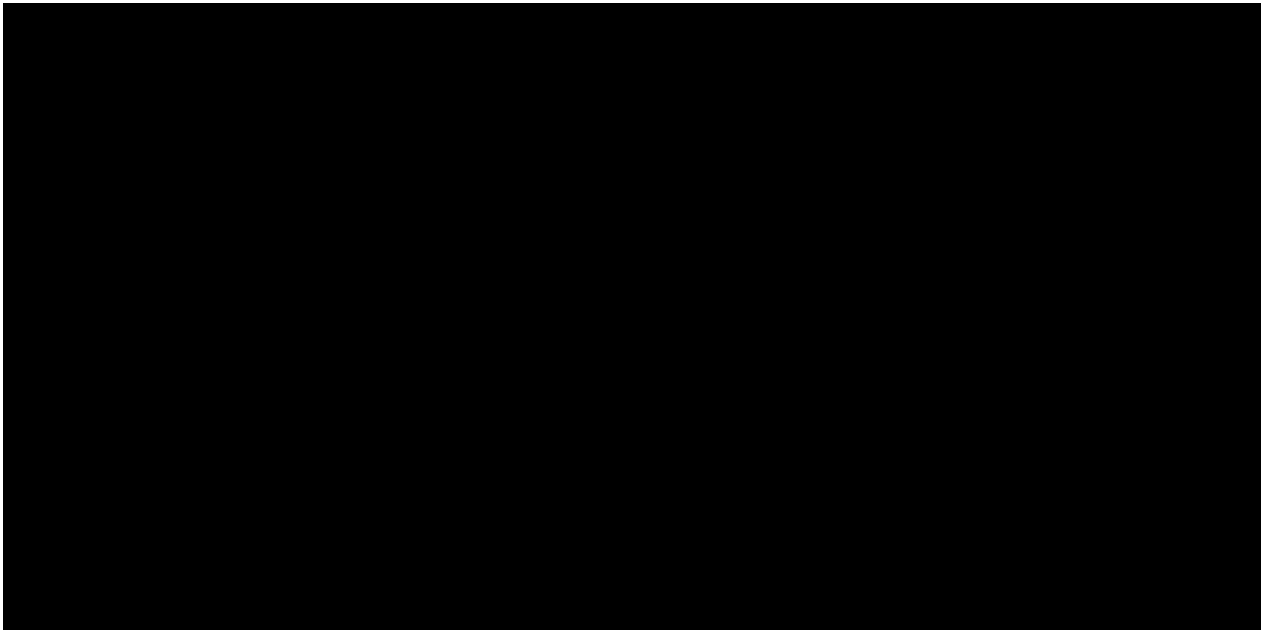
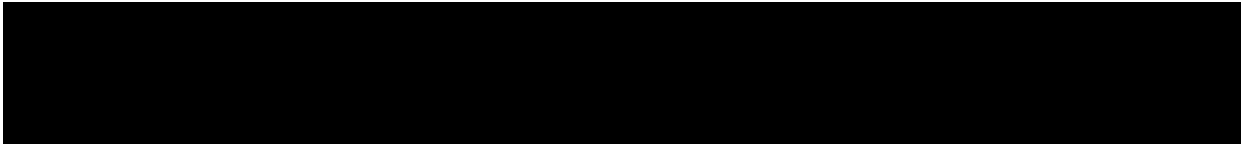
**D&C Term Sheet** means the term sheet set out in Schedule A37 (*D&C Term Sheet*).



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

**Date for Completion** means, in respect of a Separable Portion, the date set out in Item 3 of the Agreed MQD Program Dates Schedule for that Separable Portion, as extended in accordance with this deed.

**Date for Detailed SSD Application Lodgement** means, in respect of a Separable Portion, the relevant date set out in Item 4 of the Agreed MQD Program Dates Schedule, as extended in accordance with this deed.



**Date for Substantial Commencement** means, in respect of a Separable Portion, the date set out in Item 2 of the Agreed MQD Program Dates Schedule for that Separable Portion, as extended in accordance with this deed.

**Date of Completion** means, in respect of a Separable Portion:

- (a) the date certified in a Certificate of Completion in respect of the Separable Portion as the date that Completion was achieved;
- (b) where clause 22.4(c) (*Requesting Certificate of Completion*) applies, 5 Business Days after receipt of the notice issued by the WL Developer pursuant to clause 22.4(c)(i) (*Requesting Certificate of Completion*) if the Principal's Representative has failed to issue the Certificate of Completion within that period; or
- (c) where another date is determined under the Dispute Procedure as the date on which Completion for that Separable Portion was achieved, that date.

**Date of Substantial Commencement** has the meaning given in clause 5.3(d) (*Notice of commencement of a Separable Portion*).

[REDACTED]

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

**Defect** means:

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

- [REDACTED]
- (d) any HBA Defect,

but does not include any damage caused to the MQD or the MQD Works in a Separable Portion after the Date of Completion of that Separable Portion other than damage to the extent that it is caused by or contributed to by the WL Developer or its Associates.

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

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

**Defects Liability Period (Social Housing)** has the meaning given in clause 2(a) of the LAHC Deed Poll.

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

**Delay Costs** means, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

**Design Documentation** means all:

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

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

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

**Detailed SSD** means the detailed design resolution for the MQD Works in a Separable Portion and to authorise the construction of those MQD Works.

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

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

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

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

(a) Concept SSD Consent;

(b)

(c) Detailed SSD Consent.

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

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

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

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

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

**Draft BMS** has the meaning given in the Station Delivery Deed.

**Draft Section 88B Instrument** has the meaning given in the Station Delivery Deed.

**Draft Stratum Subdivision Plan** means the draft plan set out in Schedule D7 (*Draft Stratum Subdivision Plan*).

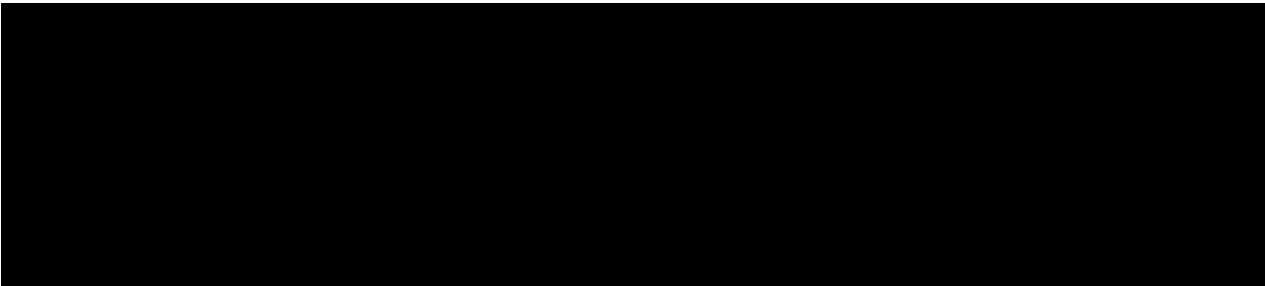
**Draft Subdivision Plan** has the meaning given in the Station Delivery Deed.

**Draft Subsequent Section 88B Instrument** means the instrument which is attached to this deed as Schedule D10 (*Draft Subsequent Section 88B Instrument*).

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

**Early Occupation Licence (Cope Street Plaza)** means the early occupation licence set out in Schedule D11 (*Early Occupation Licence (Cope Street Plaza)*).

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



**Engineering Discipline** means each discipline of engineering described in Column A of Table 1 in Schedule A14 (*Requirements of Approved Engineer*).

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

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

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

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

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

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

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

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

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

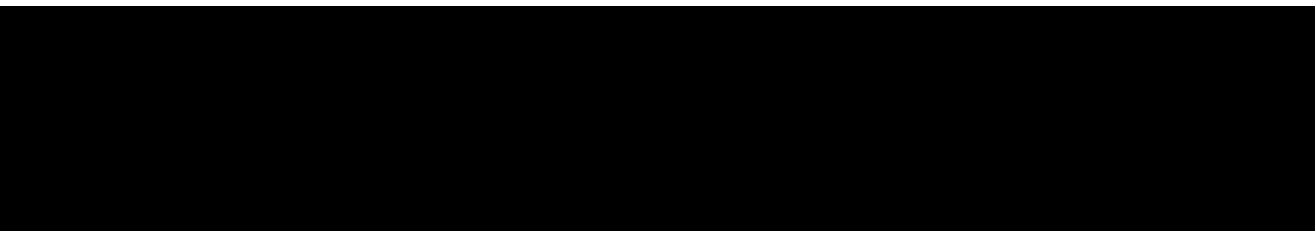
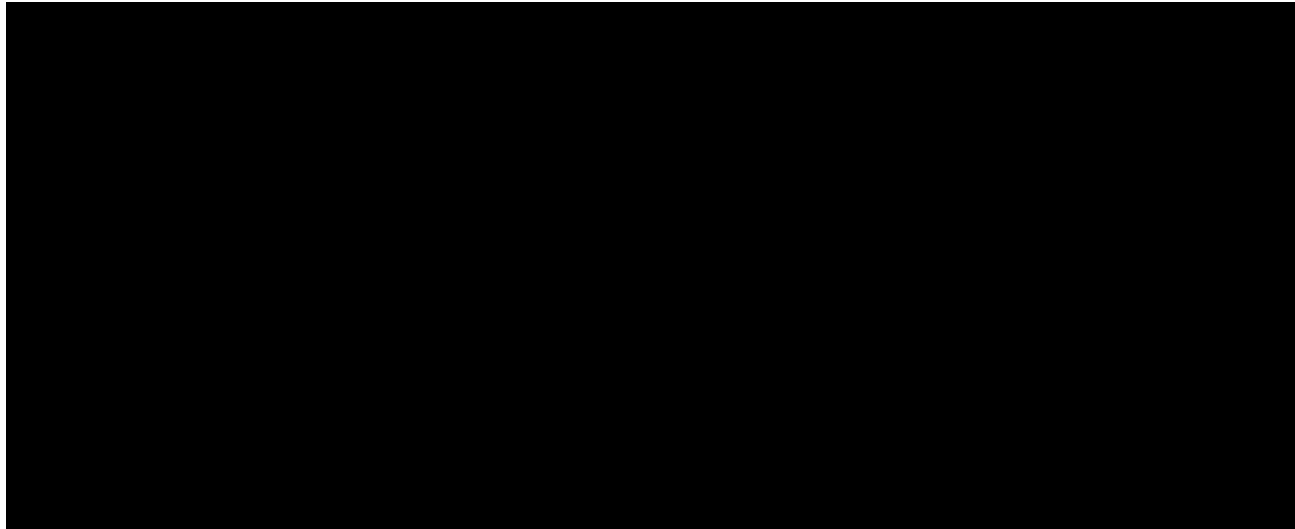
**Environment Protection Licence** or **EPL** means an environment protection licence issued under the *Protection of the Environment Operations Act 1997* (NSW).

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

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

**ESD Consultant Certificate** means a certificate issued by the WL Developer's ESD Consultant confirming that the MQD Works have been designed and constructed so as to be capable of satisfying the relevant Sustainability Requirement.

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



**Executive Negotiator** means:



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

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

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

**Existing Operations** means:

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

**Existing Operator** means:

- (a) Ausgrid, being the statutory State owned corporation of that name established under the *Energy Services Corporations Act 1995 (NSW)*;
- (b) Jemena Limited ABN 95 052 167 405;
- (c) Sydney Water Corporation ABN 49 776 225 038;
- (d) State Transit Authority, being the operating agency of Transport for NSW responsible for, amongst other things, buses in the Sydney CBD;
- (e) Roads and Maritime Services, being the NSW Government agency constituted by section 56 of the Transport Administration Act;
- (f) the Council of the City of Sydney;
- (g) Telstra Corporation Limited ABN 33 051 775 556 and other telecommunication operators;
- (h) NSW Electricity Networks Operations Pty Ltd ACN 609 169 959 as trustee for the NSW Electricity Networks Operations Trust ABN 70 250 995 390 whose registered office is at Level 1, 180 Thomas Street, Sydney NSW 2000 (TransGrid);
- (i) owners and occupiers of adjoining properties; or
- (j) any other person:
  - (i) who owns, operates or controls any infrastructure (including existing infrastructure, but in respect of infrastructure that is under construction, is limited to infrastructure that is under construction as at the date of this deed), and the Utility Services, which does not form part of any Interface Work or infrastructure that is

the subject of a Project Cooperation and Integration Deed (as that term is defined in the Station Delivery Deed); or

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

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

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

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

- (a) the D&C Contractor Replacement Plan submitted by the WL Developer under clause 20.4(c)(ii) (*Progressing the MQD Works*) if such plan is not amended under clause 20.4(c)(iii) (*Progressing the MQD Works*); or
- (b) if applicable, the amended D&C Contractor Replacement Plan submitted by the WL Developer under clause 20.4(c)(iii) (*Progressing the MQD Works*).

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

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

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

**Financier's Side Deed** means a deed to be entered into between the Principal, the WL Developer and the Financiers substantially in the form of Schedule E5 (*Form of Financier's Side Deed*).

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

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

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

which:

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

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

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

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

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

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

**Habitable Social Housing Works** means those parts of the Social Housing Works which are to be occupied by social housing tenants, including internal common areas but excluding any shared facilities.

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

**HBA Defect** means:

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

the Residential MQD Works arising out of or in any way in connection with a breach of any of the warranties in clause 5.7(c)(iv) and clause 5.7(c)(v) (*Home Building Act*).

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

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

**Home Building Work** means residential building works or specialist works for the purposes of the Home Building Act, and includes any works relating to student accommodation, Social Housing and Affordable Housing.

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

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

**Impacted Areas** means that part of the Principal's Land that will be or is Subdivided to create the Residential Stratum Lots and/or the Non-Residential Stratum Lots, excluding any areas that comprise or will comprise the Social Housing Lot or the [REDACTED].

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

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

**Independent Certifier** means a certifier selected in accordance with clause 20.11 (*Look ahead regime*).

**Independent Certifier Deed Poll** means a deed poll in the form of Schedule A34 (*Independent Certifier Deed Poll*).

**Independent Certifier (Social Housing)** means the person engaged by the Principal, the Developer and LAHC in accordance with clause 8.12 (*Independent Certifier (Social Housing)*) to perform the role and functions of the Independent Certifier (Social Housing) under this deed or any replacement of that person that may be engaged in accordance with clause 14.4 of the Independent Certifier Deed (Social Housing).

**Independent Certifier Deed (Social Housing)** means the deed to be entered into by the Principal, the Developer, LAHC and the Independent Certifier (*Social Housing*) substantially in the form contained in Schedule A36 (*Independent Certifier Deed (Social Housing)*).

**Independent Valuer** means an independent valuer jointly appointed by the parties [REDACTED]

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

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

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

**Infrastructure NSW** means the body corporate constituted by section 5 of the *Infrastructure NSW Act 2011* (NSW).

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

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

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

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

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

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

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

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

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

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

**Interim Stage Design Documentation** means the Design Documentation [REDACTED] at an interim level of design development prior to it being Final Stage Design Documentation.

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

**ISD Operations Principles** has the meaning given in the Station Delivery Deed.

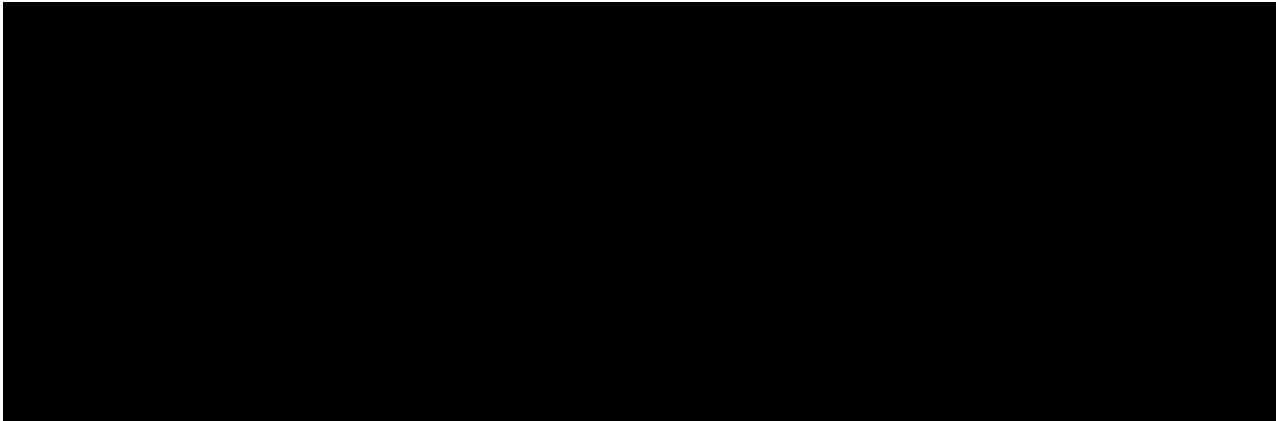
**ISD Subdivision Documents** means the Subdivision Requirements, the Subdivision Principles, the Draft Subsequent Section 88B Instrument, the Draft Stratum Subdivision Plan, the Draft Subdivision Plan, the Principal Project Requirements, Schedule D12 (*Subdivision Requirements*) of the Station Delivery Deed, Schedule D13 (*Subdivision Principles*) of the Station Delivery Deed, Schedule D14 (*Draft Other Subdivision Documents*) of the Station Delivery Deed, Schedule D15 (*ISD Operations Principles*) of the Station Delivery Deed and Schedule D16 (*Draft Section 88B Instrument*) of the Station Delivery Deed.

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

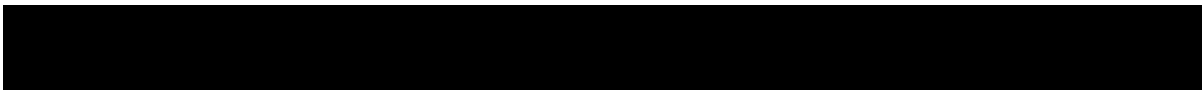
**Key Plant and Equipment Manufacturing Country** means those countries referred to in Item 18 of the Reference Schedule, being the principal countries where the WL Developer or its Associates is manufacturing the Key Plant and Equipment.

**LAHC** has the meaning given in Schedule A32 (*Social Housing*).

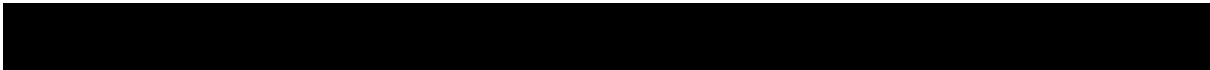
**LAHC Deed Poll** has the meaning given in Schedule A32 (*Social Housing*).



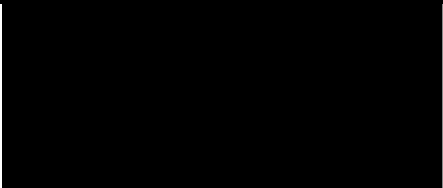
**Last Date for Completion** means the last occurring Date for Completion.



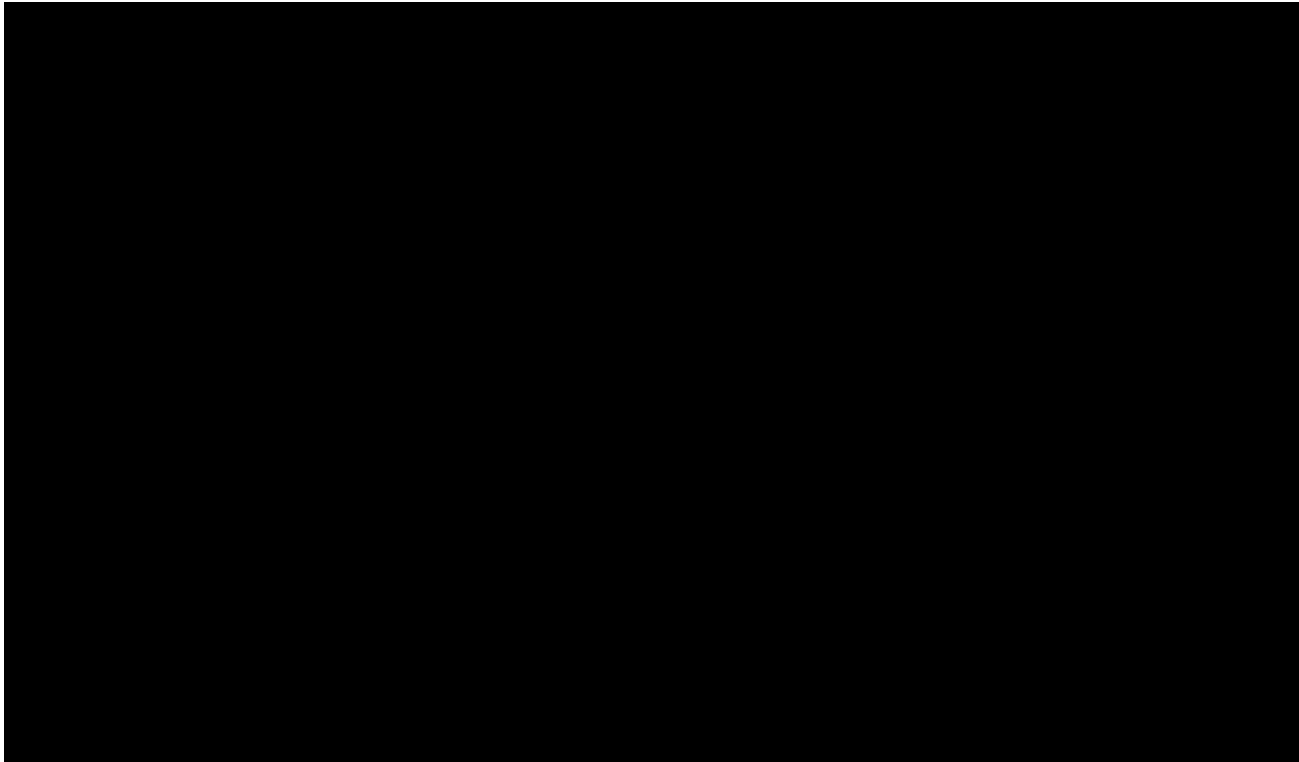
**Last Date of Completion** means the Date of Completion of the last Separable Portion to achieve Completion.



**Law** means:



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



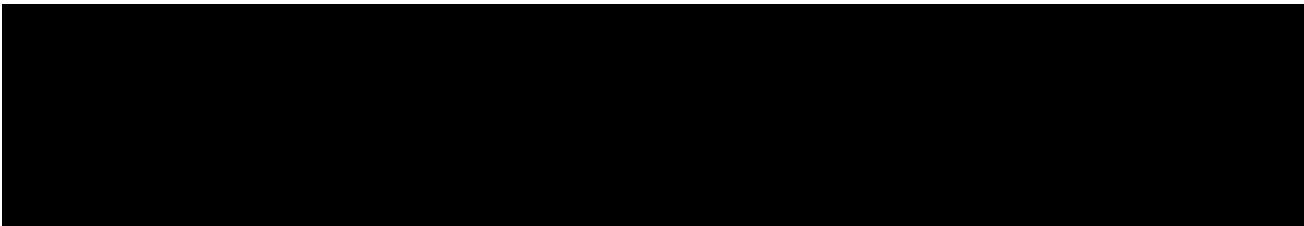
**Liability** includes any liability of any kind whether for debt, cost (including legal costs, deductibles or increased premiums), expense, loss, damage, compensation or charge and includes any claim relating to Delay Costs, for payment of money, for an extension of time, or for a reduction of the WL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

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

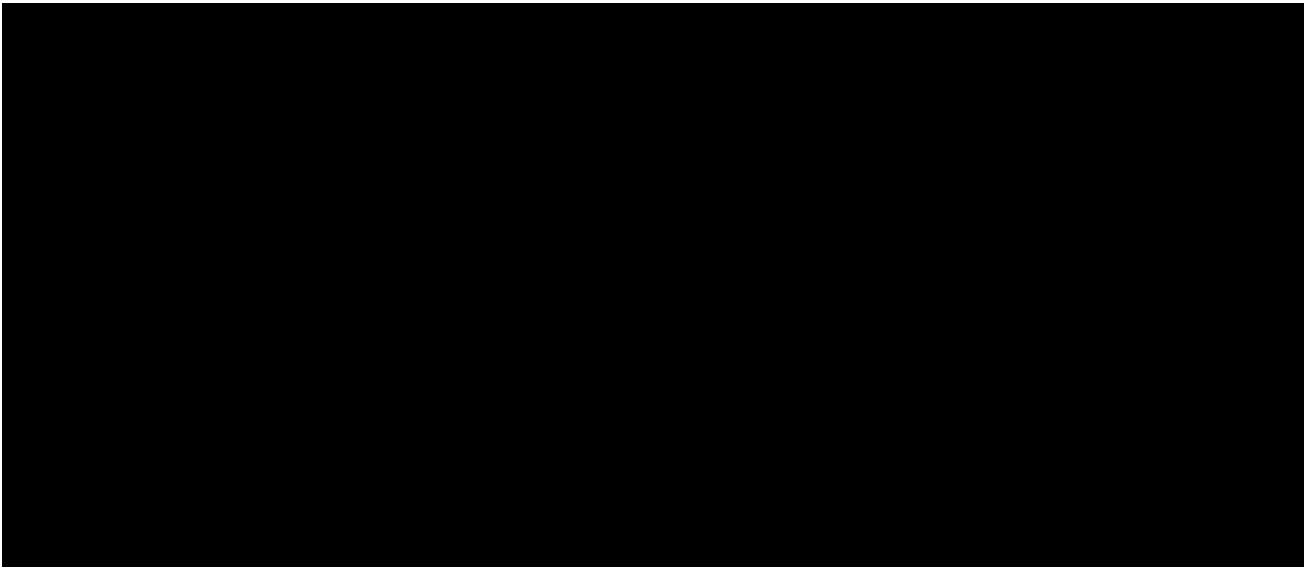


- (i) by statute;
- (ii) in tort for negligence or otherwise, including negligent misrepresentation; and
- (iii) for restitution (as a result of unjust enrichment or otherwise).

**Licence Fee** means the amount set out in Item 14 of the Reference Schedule, reduced proportionately, calculated by reference to the site area of the relevant area as a proportion of the anticipated site area of the MQD.



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



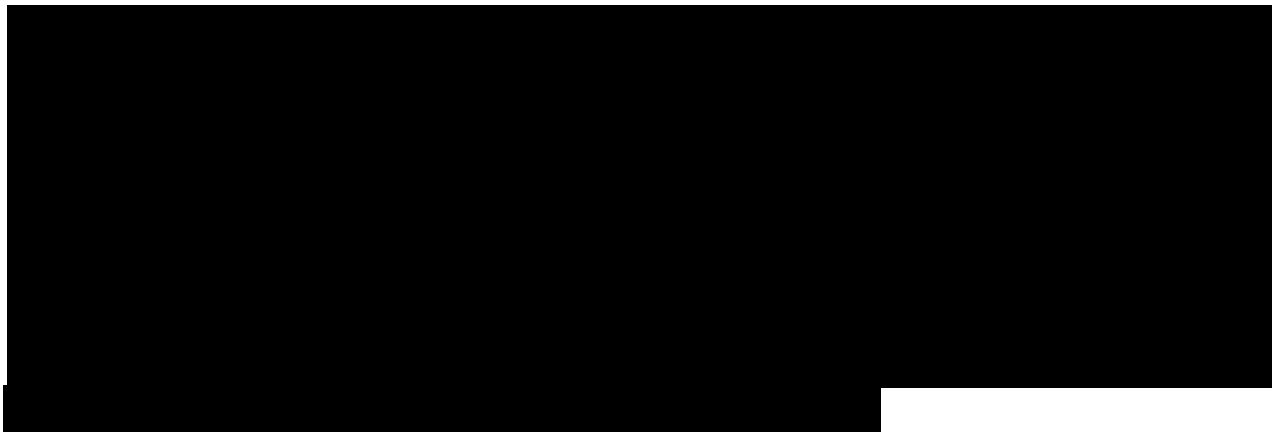
**LRS** means Land Registry Services.

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

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

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



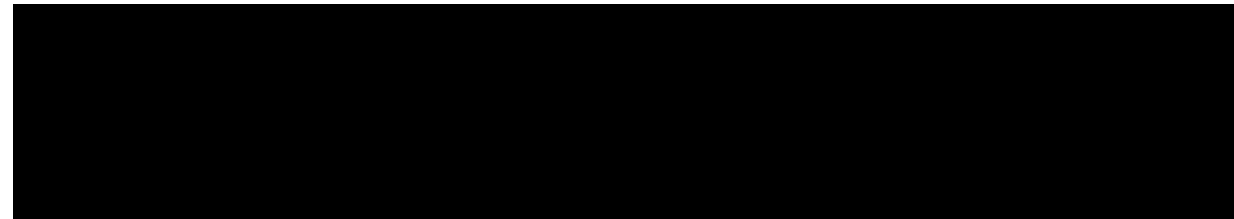


**Master Interface Protocols Deed Poll** has the meaning given in the Station Delivery Deed.

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

**Member Benefitted** has the meaning given in the Draft BMS.

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



**Milestone** means a milestone specified in Schedule A30 (*Milestones*).

**Milestone Date** means each of the dates referred to in Schedule A30 (*Milestones*).

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

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


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

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

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

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

**Modified Concept SSD Consent** means the Concept SSD Consent containing the Modified Concept SSD Consent Conditions and which results from a severance of or a modification to the conditions of the Original Concept SSD Consent as a result of a Third Party Legal Challenge.

**Modified Concept SSD Consent Condition** means any condition of the Original Concept SSD Consent which is severed or modified as a result of a Third Party Legal Challenge, and specifically excludes a modification arising from an 

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

**MQD** or **Metro Quarter Development** means the development of the MQD Lot, to be procured in accordance with this deed.

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

**MQD Design Parameters (Metro)** means, in respect of a Separable Portion, the elements of the WL Developer's Tender Design and other matters in respect of that Separable Portion as set out in or described in Schedule C1 (*MQD Design Parameters (Metro)*).

**MQD Enabling Works** has the meaning given in the Station Delivery Deed.

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

**MQD Objectives** means the objectives set out in clause 2 of Schedule A3 (*Objectives*).

**MQD Project** means:

- (a) the investigation, financing, planning, design, construction and completion of each MQD by or procured by the WL Developer; and
- (b) the performance, carrying out, exercise or provision of the obligations and rights of the WL Developer under and in accordance with the WL MQD Contract Documents.

**MQD Requirements (Design)** means, in relation to the MQD Works shown in a set of Final Stage Design Documentation, the objective, measurable requirements of the built form of the MQD Works shown in that Final Stage Design Documentation which achieve (or reflect the achievement of) the requirements of the Basis of Design and which will be deemed to form part of the MQD Requirements (Precinct).

**MQD Requirements (Design) Proposal** means, in respect of a set of Final Stage Design Documentation, a schedule prepared by the WL Developer setting out the MQD Requirements (Design) which the WL Developer proposes to be incorporated into the MQD Requirements (Precinct).

**MQD Requirements (Precinct)** means, in respect of a Separable Portion, the matters set out in Schedule A28 (*MQD Requirements (Precinct)*) and relevant to that Separable Portion.

**MQD Value** has the meaning given in Schedule E2 (*Termination Payment Schedule*).

**MQD Works** means all works and activities required to be performed or carried out by the WL Developer or procured by the WL Developer to complete each MQD and associated works as required by this deed, including the works as described in the MQD Works Schedule.

**MQD Works Schedule** means Schedule A29 (*MQD Works Schedule*).

**National Construction Code** means the "National Construction Code 2019" published by the Australian Building Codes Board.

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

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

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

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

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

**Non-Residential Sale Contract** means a contract for the sale of a Non-Residential Stratum Lot between the Principal as vendor and a Purchaser entered into pursuant to a Call Option Deed (Non-Residential), in the form required pursuant to Schedule D3 (*Transfer of title*) and annexed to the Call Option Deed (Non-Residential).

**Non-Residential Stratum Lot** means each of:

[REDACTED]

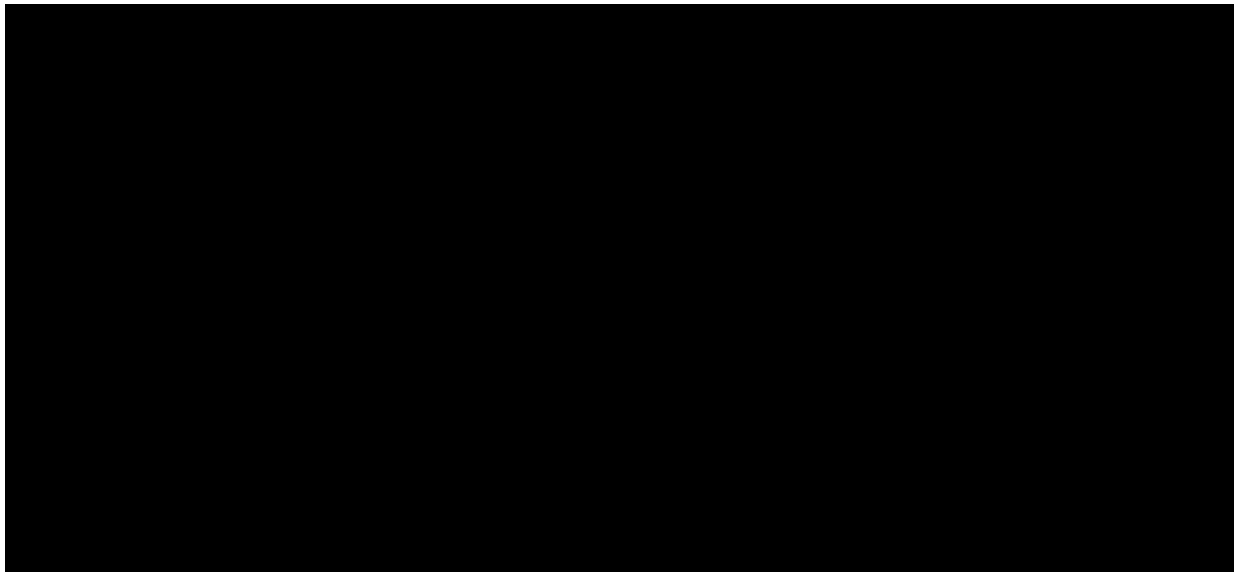
**No Reasonable Likelihood** means the WL Developer will not reasonably be able to achieve Completion of the MQD Works by the Sunset Date.

[REDACTED]

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

[REDACTED]

[REDACTED]



**NSW Affordable Housing Ministerial Guidelines** means the document issued by NSW Family & Community Services titled "NSW Affordable Housing Ministerial Guidelines 2018-19".

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

**O&M Land Interests** means the rights and interests referred to in clause 2.4(e) of the Subdivision Principles.

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

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

**Operator** means:

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

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

**Original Concept SSD Consent** means the development consent to development application number SSD\_9393 granted on 10 December 2019 in respect of the Concept SSD in accordance with Part 4 of the EP&A Act.

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

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

- (a) Rates, Taxes and other charges imposed by any Authority;

- (b) Costs for Utility Services and upgrading those Utility Services to comply with any Law; and
- (c) any other Costs necessarily incurred because of ownership of land.

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

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

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

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

**Placemaking Agreement** has the meaning given in Schedule D4 (*Form of Call Option Deed (Non-Residential)*).

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

**Portion** has the meaning given in the Station Delivery Deed.

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

**Primary Plaza** has the meaning given in the SWTC.

**Principal Approvals** means the Original Concept SSD Consent and the CSSI Approval, but excludes the WL Developer Approvals.

**Principal Project Requirements** means:

- (a) the MQD Design Parameters (Metro);
- (b) the MQD Requirements (Precinct);
- (c) the Social Housing Requirements; and
- (d) the Affordable Housing Requirements.

**Principal PUCC Notice** has the meaning given in clause 3.3(b) of Schedule A5 (*Planning Applications and Approvals*).

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

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

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

**Principal's Statements of Business Ethics** means the statement of business ethics available at [www.transport.nsw.gov.au](http://www.transport.nsw.gov.au) from time to time.

**Principal's Vision Statement** means the statement set out in clause 2.2 of Schedule A3 (*Objectives*).

**Principal Unacceptable Consent Condition** means a condition of any Approval which would result in:

(a) the WL Developer being unable to comply with the Principal Project Requirements; and/or

**Principal WL MQD Contract Documents** means those WL MQD Contract Documents to which the Principal is a party.

**Progress Report** means each progress report to be submitted by the WL Developer under clause 8.10(a) (*Reports on progress and information*).

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

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

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

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

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

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

**Purchaser** means any person or entity notified by the WL Developer as the grantee under either the Call Option Deed (Residential) or the Call Option Deed (Non-Residential) (as applicable) in accordance with clause 1.1(a) of Schedule D3 (*Transfer of title*).

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

**Rail Infrastructure** means all railway track, railway stations, civil works, associated track structures, over track structures, signalling systems, train control systems, communication systems, equipment, nodes, conduits, ducting, cable, cable support structures and other plant, equipment, buildings or facilities owned, leased or used by the Principal in respect of Sydney Metro City & Southwest.

**Rail Safety National Law** means the *Rail Safety National Law* (NSW), as defined in the *Rail Safety (Adoption of National Law) Act 2012* (NSW), and any associated regulations.

**Rail Safety Regulations** means the regulations made under the Rail Safety National Law or the *Rail Safety (Adoption of National Law) Act 2012* (NSW).

**Railway Operations** has the meaning given to that term in the Rail Safety National Law.

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

**Record** has the meaning given in clause 15.1(a) (*Records*).

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

**Related Entity** of a corporation means:

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

**Relevant Plans and Specifications** means, in respect of a Separable Portion, at any relevant time:

- (a) the Final Plans and Specifications for that Separable Portion;
- (b) if the Final Plans and Specifications for that Separable Portion are yet to be finalised pursuant to clause 2 of Schedule A9 (*Design Development Procedure*), the latest Interim Stage Design Documentation for that Separable Portion which have been finalised pursuant to the process in clause 3 of Schedule A9 (*Design Development Procedure*);
- (c) if the Final Plans and Specifications and Interim Stage Design Documentation are yet to be finalised pursuant to the processes in clause 2 and clause 3 of Schedule A9 (*Design Development Procedure*), the Detailed SSD Application Design Documentation approved as part of the Detailed SSD Consent for that Separable Portion;
- (d) if the Final Plans and Specifications and the Detailed SSD Application Design Documentation for that Separable Portion are yet to be finalised pursuant to the processes in clause 1 and clause 2 of Schedule A9 (*Design Development Procedure*) and the WL Developer has obtained [REDACTED] or [REDACTED];
- (e) if the Final Plans and Specifications, Detailed SSD Application Design Documentation [REDACTED] for that Separable Portion are yet to be finalised pursuant to the processes in clause 1 and clause 2 of Schedule A9 (*Design Development Procedure*), the WL Developer's Tender Design for that Separable Portion.

**Relevant Separable Portion** means:



- (a) each Separable Portion affected by the Delay Event, Modification or the acceleration (as relevant);

[REDACTED]

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

**Required Rating** means [REDACTED]  
[REDACTED]  
[REDACTED]

**Residential MQD Works** means any part of the MQD Works which are Home Building Works.

**Residential MQD Works Requirements** means the requirements set out in Schedule A27 (*Residential MQD Works Requirements*).

**Residential Sale Contract** means a contract for the sale of a Residential Stratum Lot entered into between the Principal as vendor and the relevant Purchaser in the form required pursuant to Schedule D3 (*Transfer of title*) and annexed to the Call Option Deed (Residential).

**Residential Stratum Lot** means each of:

[REDACTED]

**Residential (WL Developer) Stratum Lot** means each of:

[REDACTED]

[REDACTED]

[REDACTED]

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

**Resolution Institute** means the Resolution Institute Australia.

**Restricted MQD Areas** has the meaning given in the Draft BMS.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Revenue NSW** means the division of that name within the New South Wales Department of Finance, Services and Innovation.

**S1 Construction Licence Commencement Date** has the meaning given in clause 9.3(a) (*Period and terms of Construction Licence*).

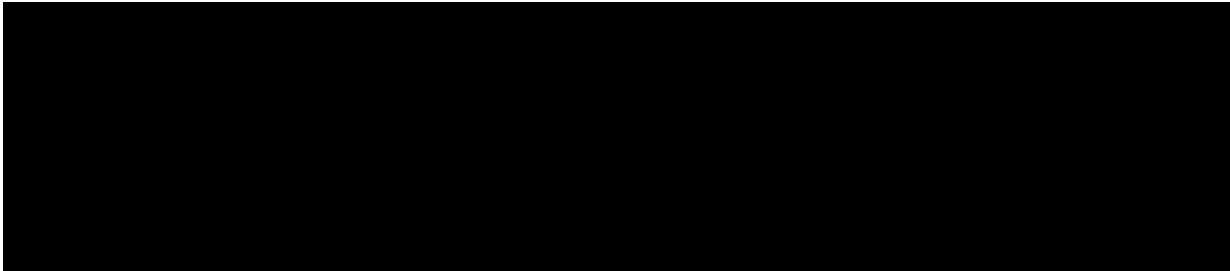
**S1 Construction Site** means the land and other places identified in section 3 of the Site Access Schedule.

**S2 Construction Licence Commencement Date** means, in respect of a S2 Construction Site, the date referred to as the "Site Access Date" for that S2 Construction Site set out in the table in section 4 of the Site Access Schedule.

**S2 Construction Site** means the land and other places identified in section 4 of the Site Access Schedule.

[REDACTED]

[REDACTED]

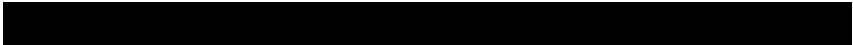


**SDD Incident** has the meaning given to the term "Incident" in the Station Delivery Deed.

**Secondary Plaza** has the meaning given in the SWTC.

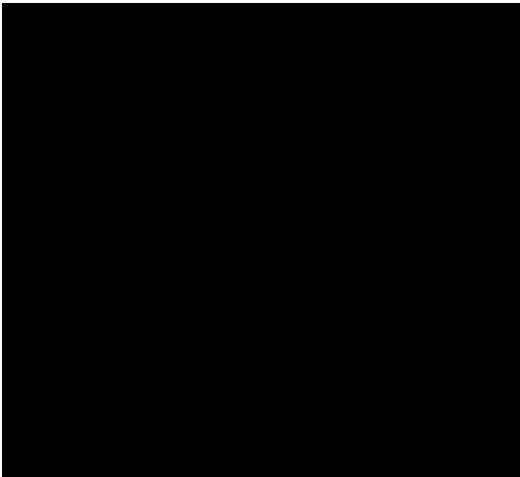
**Section 88B Instrument** means an instrument created pursuant to section 88B of the *Conveyancing Act 1919* (NSW) in a form which complies with the Subdivision Principles and the Subdivision Requirements.

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



**Separable Portion** means:

- (a) Separable Portion 1
- (b) Separable Portion 2
- (c) Separable Portion 3
- (d) Separable Portion 4
- (e) Separable Portion 5
- (f) Separable Portion 6
- (g) Separable Portion 7
- (h) Separable Portion 8



as the context requires, and **Separable Portions** includes all of them.

**Separable Portion 1**  means the MQD Works described in Part A1 of the MQD Works Schedule.

**Separable Portion 2** [REDACTED] means the MQD Works described in Part A2 of the MQD Works Schedule.

**Separable Portion 3** [REDACTED] means the MQD Works described in Part B1 of the MQD Works Schedule.

**Separable Portion 4** [REDACTED] means the MQD Works described in Part B2 of the MQD Works Schedule.

**Separable Portion 5** [REDACTED] means the MQD Works described in Part B3 of the MQD Works Schedule.

**Separable Portion 6** [REDACTED] means the MQD Works described in Part B4 of the MQD Works Schedule.

**Separable Portion 7** [REDACTED] means the MQD Works described in Part B5 of the MQD Works Schedule.

**Separable Portion 8** [REDACTED] means the MQD Works described in Part B6 of the MQD Works Schedule.

**Shared Facilities Schedule** has the meaning given in the Draft BMS.

**Shared Facilities (Social Housing)** has the meaning given in the Social Housing Requirements.

**Shared Loading Dock** has the meaning given in clause 3 of Schedule A28 (*MQD Requirements (Precinct)*).

**Significant Subcontract** means each of the following:

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

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

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

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

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

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

- (a) Artefacts and any other natural and artificial conditions;
- (b) physical and structural conditions, including old footings, underground structures, buildings, improvements, partially completed structures and in-ground works;
- (c) the MQD Enabling Works and the Primary Plaza and Secondary Plaza;

- (d) all improvements, including any artificial things, foundations, retaining walls and other structures installed by or on behalf of the Principal or others;
- (e) surface water, ground water, ground water hydrology and the effects of any dewatering;
- (f) any Contamination, Hazardous Chemical or other spoil or waste;
- (g) topography of the Construction Site, ground surface conditions and geology, including rock and sub-surface conditions or other materials encountered at the Construction Site;
- (h) geological, geotechnical and subsurface conditions or characteristics;
- (i) any underground strata;
- (j) all Utility Services, systems and facilities, above or below ground level and all facilities with which such Utility Services and systems are connected;
- (k) the Environment, water, weather or climatic conditions, or the effects of the Environment, water, weather or climatic conditions, including rain, surface water runoff and drainage, water seepage, wind-blown dust and sand, seasons and physical conditions that are a consequence of weather or climatic conditions;
- (l) any adjoining property; and
- (m) any latent conditions.

**Social Housing** has the meaning given in the Social Housing Requirements.

**Social Housing Car Parks** has the meaning given in the Social Housing Requirements.

**Social Housing Dwellings** has the meaning given in the Social Housing Requirements.

**Social Housing Lot** means [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

**Social Housing Requirements** means the requirements set out in Schedule A32 (*Social Housing*).

**Social Housing Works** means all those parts of the MQD Works that are to be procured by the WL Developer as part of the Social Housing Requirements.

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

**State Indemnified Party** means:

- (a) the Principal;

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

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

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

**Station Delivery Deed** means the deed titled "Waterloo Integrated Station Development - Station Delivery Deed (Contract No: 503)" between the Principal and the WL Contractor dated 4 November 2019.

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

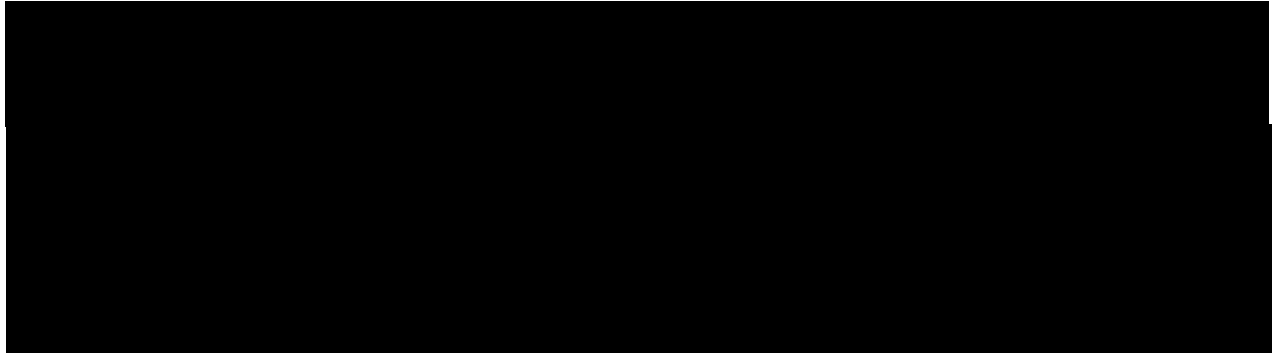
**Station Project Works** has the meaning given to the term "Project Works" in the Station Delivery Deed.

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

**Step-in Event** means each of the following:

- (a) a WL Developer Termination Event; or
- (b) an event or circumstance which arises out of or in connection with the MQD Works that poses a serious threat to, or causes or will cause material damage or material disruption to:
  - (i) the health or safety of persons;

- (ii) the Environment;
- (iii) any property; or
- (iv) the safe and secure performance of the MQD Works.



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

**Subcontractor** means:

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

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

**Subdivision Documents** has the meaning given in Schedule D8 (*Subdivision Requirements*).

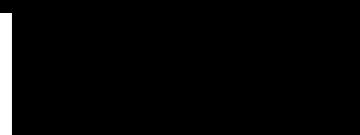
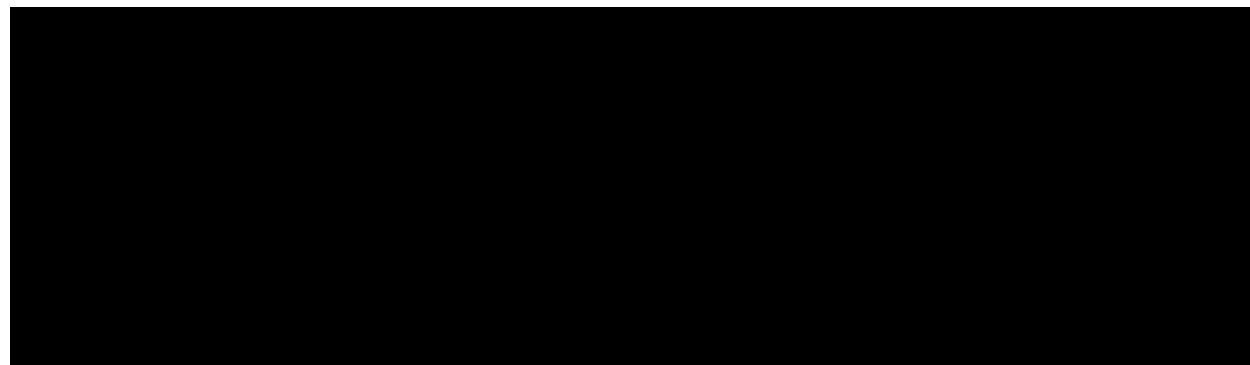
**Subdivision Principles** means the principles set out in Schedule D9 (*Subdivision Principles*).

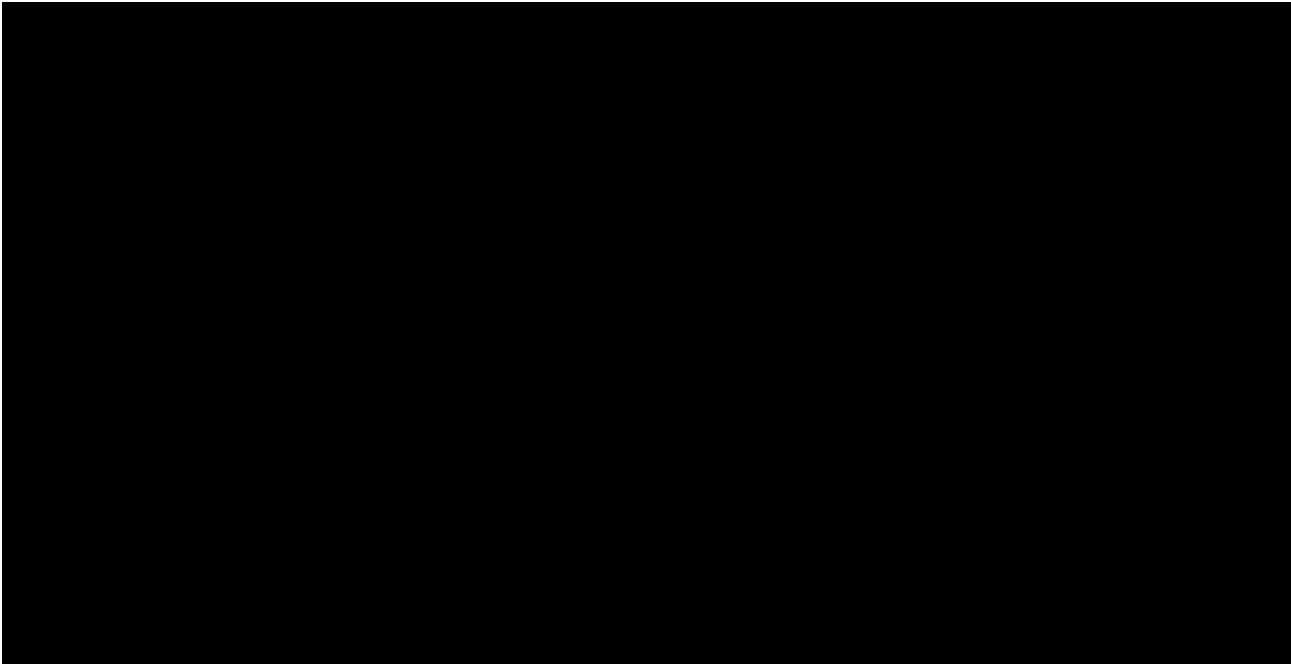
**Subdivision Proposal** has the meaning given to Stratum Subdivision Proposal in Schedule D8 (*Subdivision Requirements*).

**Subdivision Requirements** means the requirements set out in Schedule D8 (*Subdivision Requirements*).



**Substantial Commencement** or **Substantially Commence** means:





**Sunset Date** means the date set out in Item 5 of the Agreed MQD Program Dates Schedule.

**Surveyor** means a surveyor who is a member of the Association of Consulting Surveyors NSW Inc having at least 5 years' experience in surveying premises of the same type as the relevant MQD.

**Sustainability Certificate** means:

- (a) in respect of the Sustainability Requirement for One Planet Living, an ESD Consultant Certificate; and
- (b) in respect of each other Sustainability Requirement, those certificates set out in Schedule A15 (*Sustainability Requirements*).

**Sustainability Requirements** means the requirements set out in Columns "A" and "B" of the table in Schedule A15 (*Sustainability Requirements*), to be complied with for each of the relevant lots within the MQD in Column "C" of that table.

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

**Sydney Metro** means Sydney Metro, a NSW government agency constituted by section 38 of the Transport Administration Act.

**Sydney Metro City & Southwest** means the construction, maintenance and operation of the railway line from Chatswood to Bankstown, including:

- (a) the upgrade and conversion of the existing Bankstown line to metro standard, the stabling yard and maintenance depot at Marrickville, stations, tunnels, viaduct, bridges, earthworks, landscaping, equipment, systems, trackwork and support structures, rolling stock and ancillary infrastructure; and
- (b) the integration of Sydney Metro Northwest to form a single end to end metro system from Cudgegong Road to Bankstown.

**Sydney Metro City & Southwest Strategic Objectives** means the objectives set out in clause 1.1 of Schedule A3 (*Objectives*).



**Sydney Metro Northwest** means the railway line from Chatswood to Cudgegong Road, including the stabling yard and maintenance depot at Tallawong Road, the stations, tunnels, viaducts, bridges, earthworks, landscaping, equipment, systems, trackwork and support structures, rolling stock and ancillary infrastructure.

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

**Sydney Trains** means the corporation by that name constituted by section 36(1) of the Transport Administration Act.

**Taxes** means taxes, levies, imposts, deductions, charges and duties (including stamp and transaction duties) together with any related interest, penalties, fines and expenses in connection with them.

**Tender** means the WL Developer's response to the request for tenders titled "Request for tender for the delivery of the Waterloo Integrated Station Development Contract Number: 503" [REDACTED], as amended.

**Termination Date** has the meaning given in the Termination Payment Schedule.

**Termination Payment** means an amount payable under and calculated in accordance with Schedule E2 (*Termination Payment Schedule*).

**Termination Payment Schedule** means Schedule E2 (*Termination Payment Schedule*).

**Third Party Legal Challenge** means legal proceedings that have been commenced pursuant to section 9.45 of the EP&A Act (previously section 123 of the EP&A Act), and within the three month period provided by sections 3.27 and 4.59 (previously sections 35 and 101) of the EP&A Act by a person other than the Principal, the WL Developer or the WL Developer's Associates in relation to the granting of the Concept SSD Consent and/or the Waterloo Metro Quarter SSP.

**Third Party Legal Challenge Action** means:

- (a) lodge a new Application for development in accordance with Part 4 of the EP&A Act; or
- (b) take whatever action necessary to respond to the Third Party Legal Challenge.

**Threatened Species** means a threatened species, population or ecological community or the habitat of a threatened species, population or ecological community as regulated by the *Threatened Species Conservation Act 1995* (NSW), the *National Parks and Wildlife Act 1974* (NSW) or the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

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

**Transport Administration Act** means the *Transport Administration Act 1988* (NSW).

**Transport Assets** has the meaning assigned to it in the ASA Charter.

**Transport for NSW** or **TfNSW** means Transport for NSW, a NSW government agency constituted by section 3C of the Transport Administration Act.

**Trigger Period** means the period of 20 Business Days:

- (a) commencing 20 Business Days before the date which is 18 months prior to the Sunset Date; and

(b) expiring on the date which is 18 months prior to the Sunset Date.

**Trust Deed** means the trust deed dated 2 December 2019 signed by WL Developer Pty Ltd ACN 637 792 888.

**TSE Contractor** means:

- (a) John Holland Pty Ltd (ABN 11 004 282 268);
- (b) CPB Contractors Pty Ltd (ABN 98 000 893 667); and
- (c) Ghella Pty Ltd (ABN 85 142 392 461).

**TSOM Contract** means a contract between the Principal and the TSOM Contractor for the provision of the TSOM Works and, if required by the Principal, the operation and maintenance of Sydney Metro City & Southwest.

**TSOM Contractor** means any entity that is engaged by the Principal to carry out the TSOM Works and, if required by the Principal, the operation and maintenance of Sydney Metro City & Southwest.

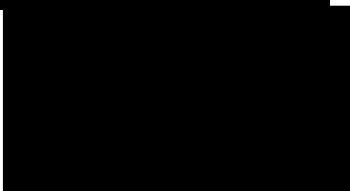
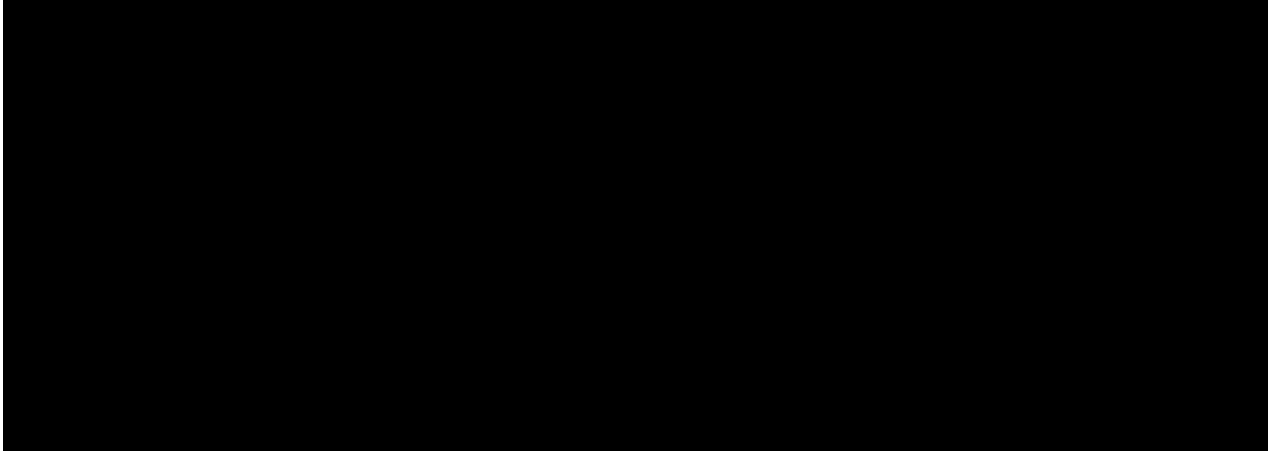
**TSOM Works** means all things, works and materials (including all systems and software incorporated in, or necessary to enable their operation) that the TSOM Contractor must, in accordance with the TSOM Contract, design, construct, manufacture, install, test and commission for the purposes of completing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

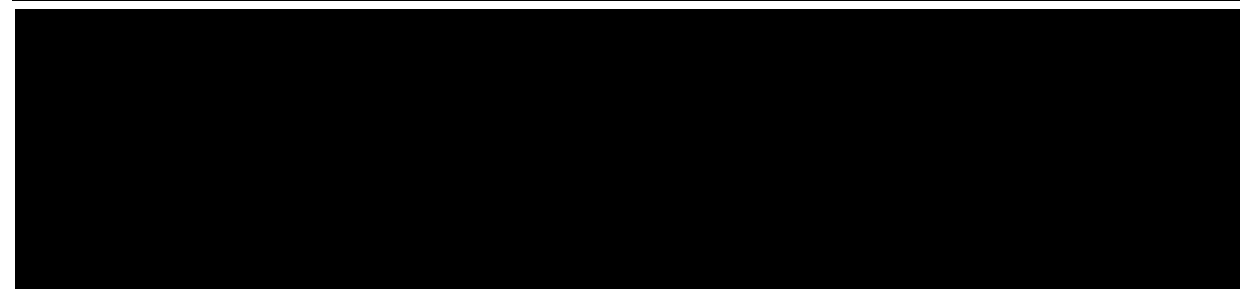
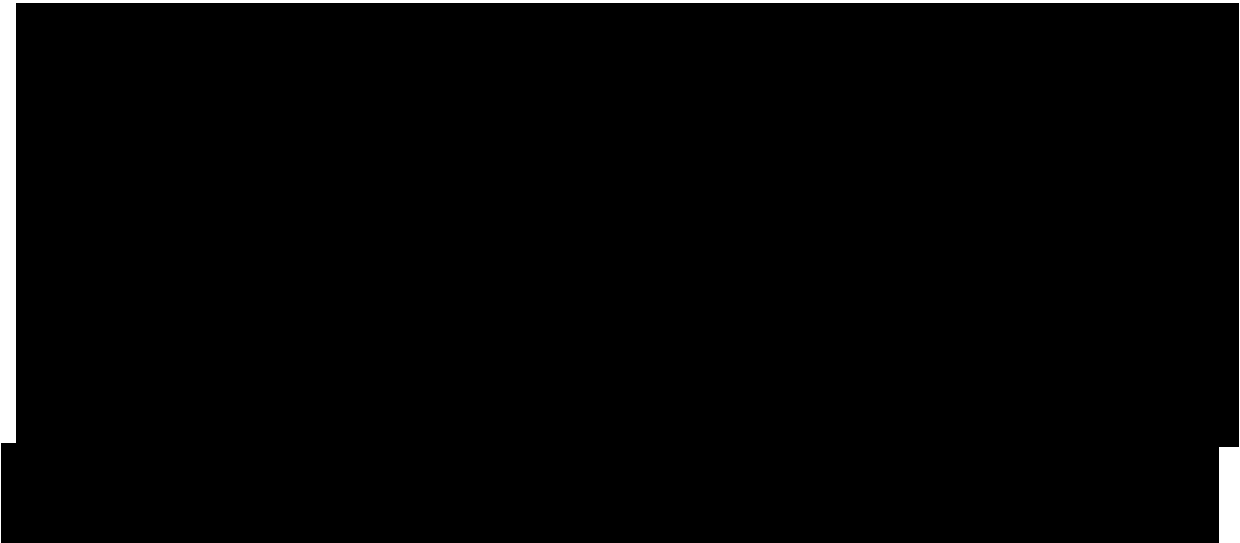
**Unrestricted Modification** has the meaning given in clause 3.2 of Schedule A7 (*Modification Procedure*).

**Updated WL Developer's Program** means an updated version of the WL Developer's Program which complies with the requirements in clause 3.2 of Schedule A11 (*Progress Reports*).

**Utility Service** means any service utility, service facility or item of public or private infrastructure, including for the provision or measurement of water, electricity, gas, fuel, telephone, drainage, stormwater, sewerage, industrial waste disposal and electronic communications service (including power, electricity, gas, water, sewerage and telecommunications and all pipes, wires, cables, ducts and other conduits in connection with them).

**Utility Service Works** means the construction, modification, or relocation of Utility Services to be procured by the WL Developer and handed over to an Authority or any other person.





**Waterloo Metro Quarter SSP** means the area bounded by Botany Road, Cope Street, Raglan Street and Wellington Street in the suburb of Waterloo, Sydney above and around the proposed Waterloo Station, the planning controls for which are to be enacted under a new Part to Schedule 3 of the *State Environmental Planning Policy (State Significant Precincts) 2005* (NSW).



**Waterloo Station** has the meaning given in the Station Delivery Deed.

**WHS Legislation** means:

- (a) the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW); and
- (b) any legislation in other states and territories of Australia addressing work health and safety which applies to the MQD Works.

**Wilful Misconduct** means an act or failure to act by a party or its Associates that was intended to cause, or was in reckless disregard of or wanton indifference to, harmful consequences, excluding any innocent act, omission, mistake or error of judgement.

**Witness Point** means a point in a work process for which the WL Developer must give prior notice to the Principal's Representative and the Independent Certifier (Social Housing) to allow the Principal's Representative and the Independent Certifier (Social Housing) to attend and witness the point in the work process should either of them choose to do so. For the avoidance of doubt, if the

Principal's Representative and the Independent Certifier (Social Housing) do not attend at the time notified by the WL Developer, the WL Developer may proceed with the relevant MQD Works.

**WL Contractor** means the entity referred to in Item 2 of the Reference Schedule.

**WL Contractor's Activities** has the meaning given in the Station Delivery Deed.

**WL Contractor's Associates** means each person referred to in paragraph (b) of the definition of "Associates" in the Station Delivery Deed.

**WL Developer Application** means:

- (a) [REDACTED]
- (b) a Detailed SSD Application.

**WL Developer Application Design Documentation** means:

- (a) each [REDACTED]
- (b) each Detailed SSD Application Design Documentation.

**WL Developer Approval** means each consent granted in respect of a WL Developer Application in accordance with Part 4 of the EP&A Act, and any modification to it.

**WL Developer Costs (Delay)** means that component of the Delay Costs which the WL Developer is entitled to claim as described in paragraph (b) of the definition of Delay Costs.

**WL Developer Guarantor** means each of WL Developer HoldCo 1 and WL Developer HoldCo 2, as applicable.

**WL Developer HoldCo 1** means the entity referred to in paragraph (a) of Item 3 of the Reference Schedule.

**WL Developer HoldCo 2** means the entity referred to in paragraph (b) of Item 3 of the Reference Schedule.

**WL Developer Payments** means the:

- (a) [REDACTED]
- (b) [REDACTED]

[REDACTED]

**WL Developer's ESD Consultant** means a suitably qualified consultant appointed by the WL Developer who:

- (a) is accredited by the relevant ratings agency; and
- (b) has no less than 5 years of relevant experience,

for the purposes of providing a certification under clause 6.9 (*Sustainability requirements*).

**WL Developer's Fitout Works** means fitout works to be carried out by the WL Developer's Associates on the MQD [REDACTED]

[REDACTED]

**WL Developer's Initial Program** means the initial detailed program for the design and construction of each Separable Portion as contained in Schedule A12 (*WL Developer's Initial Program*).

**WL Developer's Program** means the detailed program for the design and construction of the MQD Works, as updated from time to time in accordance with Schedule A11 (*Progress Reports*).

**WL Developer's Representative** means the person referred to in Item 7 of the Reference Schedule or any person appointed by the WL Developer as a replacement representative from time to time, as notified by the WL Developer to the Principal's Representative in writing.

**WL Developer Submissions** has the meaning given in clause 1.8(a)(i) (*Principal's rights do not affect risk allocations*).

**WL Developer's Tender Design** means the design prepared by the WL Developer and its Associates as part of its Tender and set out in Schedule C3 (*WL Developer's Tender Design*).

**WL Developer Termination Event** means any event specified in clause 31.4 (*WL Developer Termination Events*).

**WL Developer Trust** means the trust established by the Trust Deed.

**WL MQD Contract Documents** means:

- (a) this deed;
- (b) each Parent Company Guarantee;
- (c) the D&C Contract;
- (d) the D&C Side Deed;
- (e) any Significant Subcontractor Direct Deed;
- (f) the Financier's Side Deed;
- (g) each Cooperation and Integration Deed;
- (h) the Master Interface Protocols Deed Poll;
- (i) the IDAR Panel Agreement;
- (j) each Non-Residential Sale Contract;
- (k) each Residential Sale Contract;
- (l) each Call Option Deed (Residential);
- (m) each Call Option Deed (Non-Residential);
- (n) any deed appointing an Approved Engineer;
- (o) any deed appointing the Independent Certifier (Social Housing);
- (p) the Early Occupation Licence (Cope Street Plaza);
- (q) the LAHC Deed Poll; and

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**mifvac**  
Schedule A2 (Definitions)

(r) any document which the Principal and the WL Developer acknowledge in writing to be a WL MQD Contract Document,

but does not include the WL Station Contract Documents.

**WL Station Contract Documents** has the meaning given in the Station Delivery Deed.



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## **SCHEDULE A3. – OBJECTIVES**

(Clause 2.1 and Schedule A2)

### **1. STRATEGIC OBJECTIVES**

#### **1.1 Sydney Metro City & Southwest Strategic Objectives**

The parties acknowledge that Waterloo Station will form part of Sydney Metro City & Southwest and that the Sydney Metro City & Southwest Strategic Objectives are to:

- (a) improve the quality of the transport experience for Customers;
- (b) serve and stimulate urban development;
- (c) implement a feasible solution recognising impacts, constraints and delivery risk; and
- (d) deliver an enduring and sustainable legacy for Sydney.

### **2. MQD OBJECTIVES**

#### **2.1 Principal's MQD Objectives**

The Principal's MQD Objectives are to:

- (a) deliver an integrated station development and public domain that demonstrates design excellence and contributes to Sydney's identity as a global city by showcasing inspiring, ambitious and distinctive architecture and designs that are globally and locally relevant;
- (b) provide a development and services that complement the masterplan for the proposed renewal of Waterloo and the community, including delivery of 70 social housing units, minimum of 5 percent of the gross floor area used for the purposes of residential accommodation as part of the Metro Quarter Development used for the purposes of affordable housing, and a varied and curated retail offering;
- (c) create a resilient, high quality, curated and activated ground plane and public domain that is fully integrated with the established Congregational Church, with a high level of amenity to support transport customers, residents and the wider community including community facilities;
- (d) provide an appropriate risk sharing approach;
- (e) deliver a fully integrated development that is efficient and provides value for money on a whole-of-life basis;
- (f) implement a strategy for achieving placemaking, precinct activation and urban renewal outcomes relevant to the Metro Quarter Development; and
- (g) minimise adverse impacts on the broader community, environment and deliver best practice environmental and social sustainability outcomes.

#### **2.2 Principal's Vision Statement**

The Principal's Vision Statement is "Transforming Sydney with a World Class Metro".

**SCHEDULE A4. – AGREED MQD PROGRAM DATES SCHEDULE**

(Schedule A2)

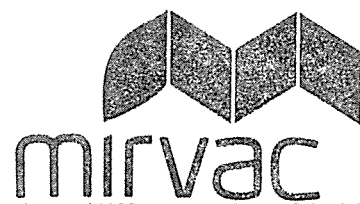
Item	Defined key date	Date
1.	[REDACTED]	[REDACTED]
2.	<b>Date for Substantial Commencement</b>	[REDACTED]
3.	<b>Date for Completion</b>	[REDACTED]
4.	<b>Date for Detailed SSD Application Lodgement</b>	[REDACTED]
5.	<b>Sunset Date</b>	[REDACTED]
6.	[REDACTED]	[REDACTED]



Item	Defined key date	Date
7.		
8.	Not Used	
9.	Not Used	
10.		
11.		
12.		
13.		
14.		
15.		

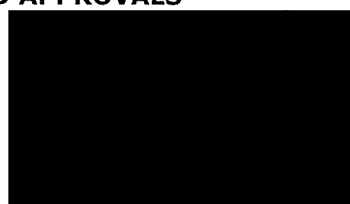
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**SCHEDULE A5. – PLANNING APPLICATIONS AND APPROVALS**

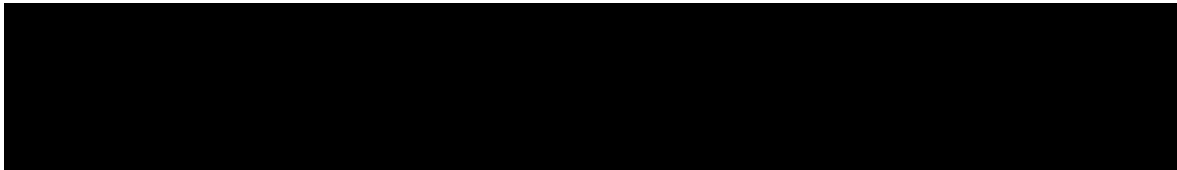
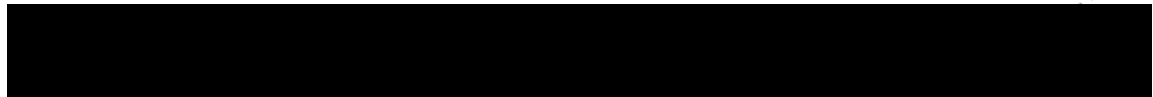
(Clauses [redacted] and 7.6)



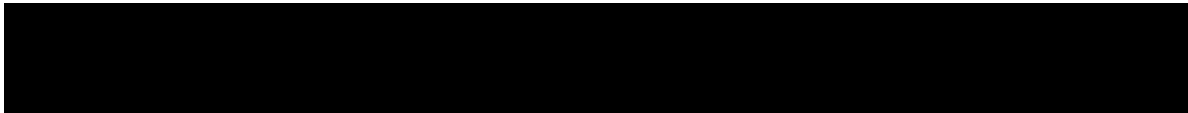
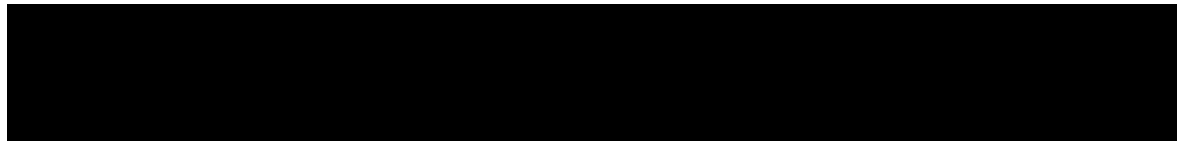
1. **DEFINITIONS**

1.1 **Definitions**

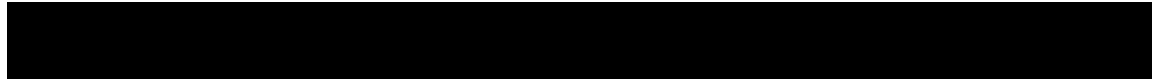
In this Schedule A5:



**Concept SSD Consent Cure Plan** means a plan describing the actions and measures which the Principal will diligently pursue to enable a New Concept SSD Consent to be issued by the Consent Authority.

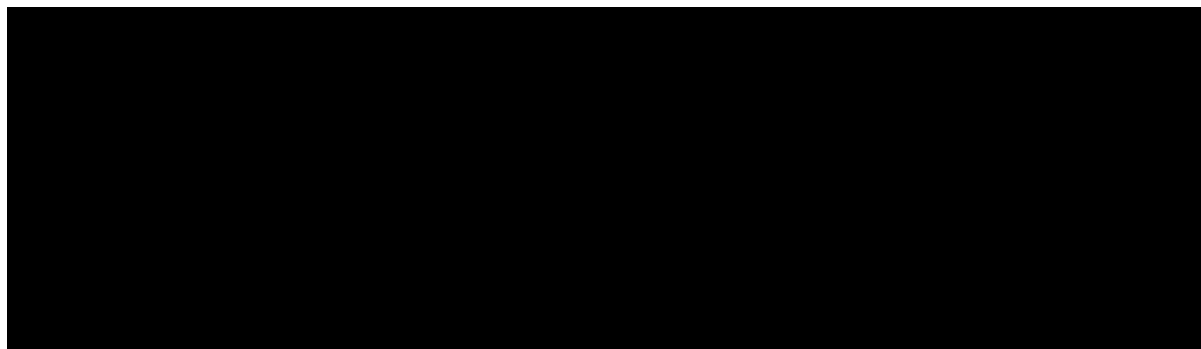


**GFA** means the "gross floor area" (as that term is defined in the *Sydney Local Environmental Plan 2012*) of the MQD (excluding any gross floor area of the Social Housing Dwellings, Affordable Housing Dwellings and associated areas).

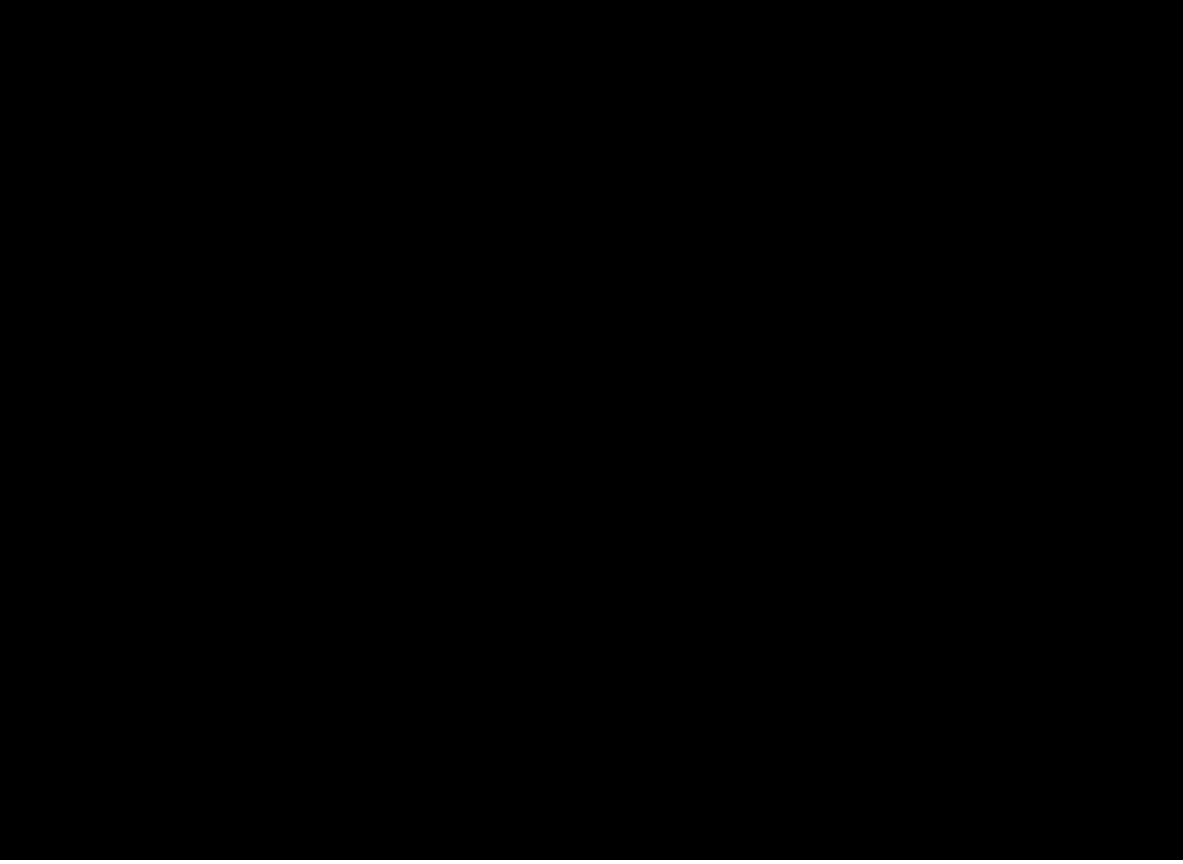
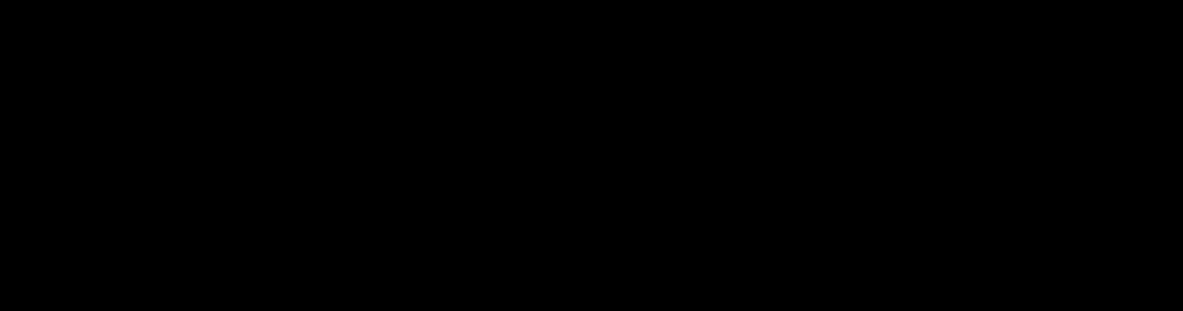
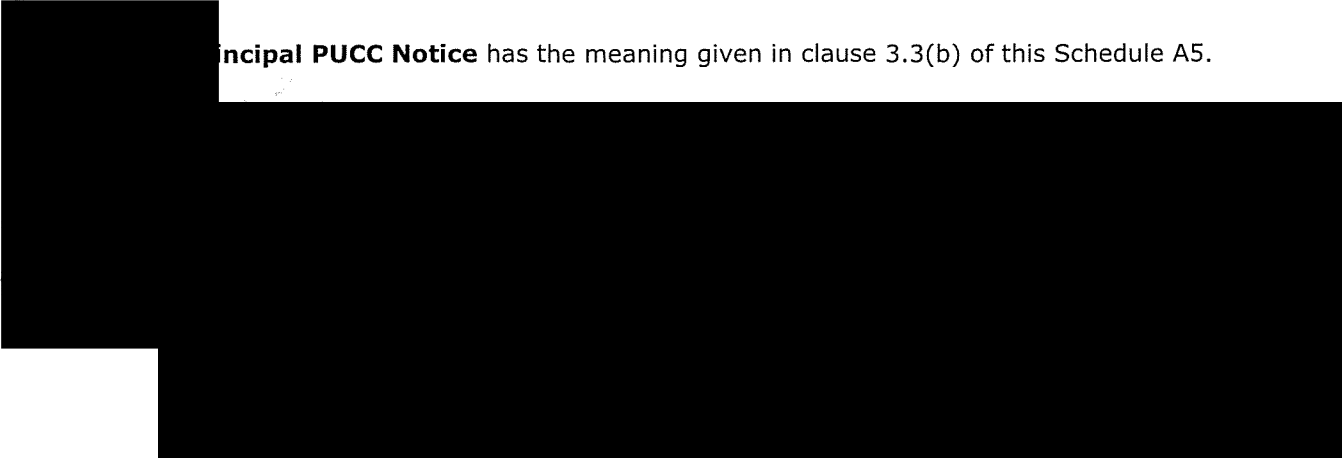


**Negotiation Period** means [redacted]  
[redacted]  
[redacted]  
[redacted]

**New Concept SSD Consent** means a new development consent in respect of the Concept SSD.

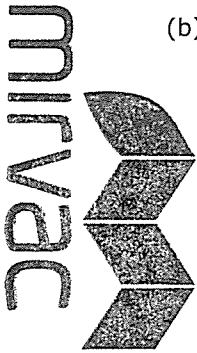


**Principal PUCN Notice** has the meaning given in clause 3.3(b) of this Schedule A5.



**WL Developer UCC Notice** means, for the purposes of:





- (b) clause 3.3 of this Schedule A5, a notice setting out:
  - (i) whether or not the WL Developer considers that the Approval contains any Principal Unacceptable Consent Conditions (other than Principal Unacceptable Consent Conditions relating to a condition which would result in the WL Developer being unable to comply with the Social Housing Requirements) and, if so, the details of those Principal Unacceptable Consent Conditions; and
  - (ii) the WL Developer's proposed course of action to address the Principal Unacceptable Consent Conditions (including any Principal Unacceptable Consent Conditions relating to a condition which would result in the WL Developer being unable to comply with the Social Housing Requirements as identified in the notice given by the Independent Certifier (Social Housing) pursuant to clause 3.3(a1)(ii) of this Schedule A5).

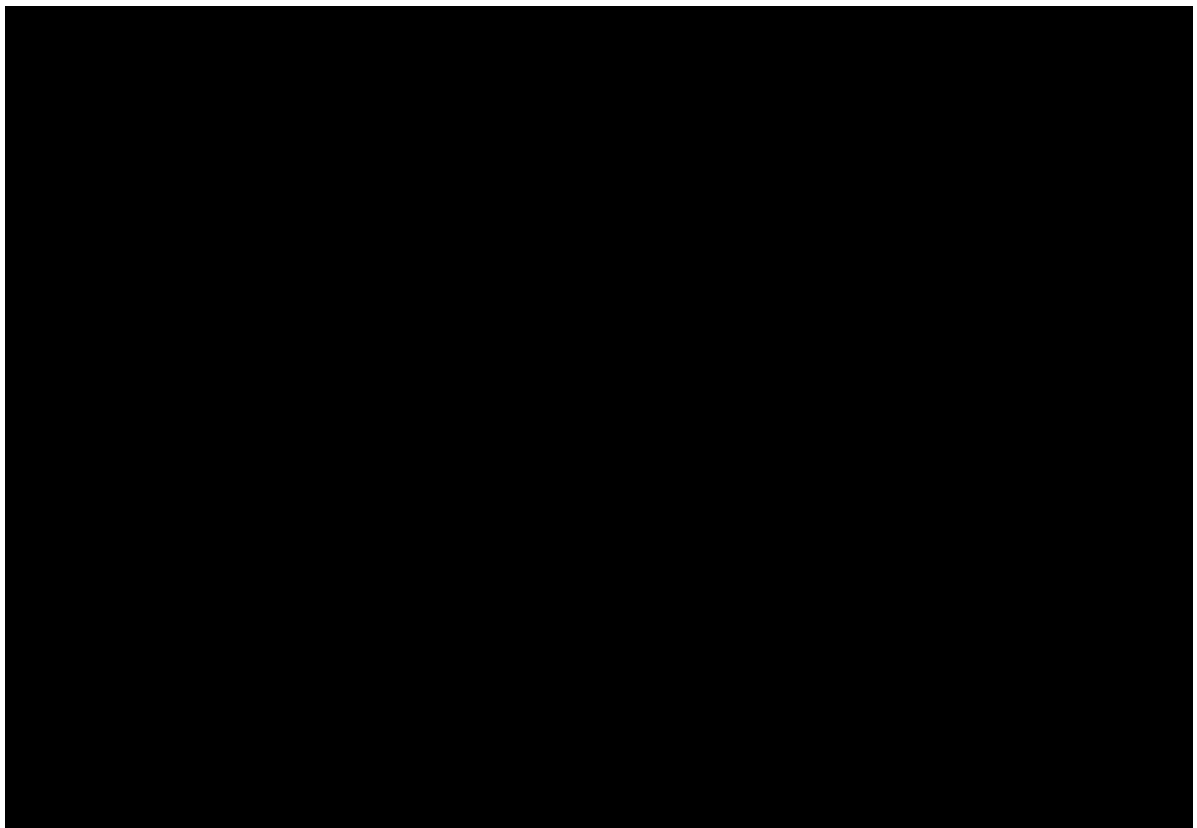
**WL Developer Unacceptable Consent Condition** means any Modified Concept SSD Consent Condition which results in a Substantial Change, but provided that any condition requiring compliance with any Law, regulation, standard, code, policy or approving Authority requirement which reflects or establishes standard industry practice will not at any time constitute a WL Developer Unacceptable Consent Condition.

2. **MODIFIED CONCEPT SSD CONSENTS**

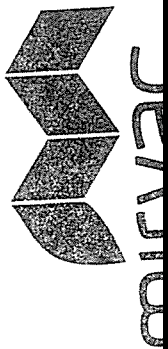
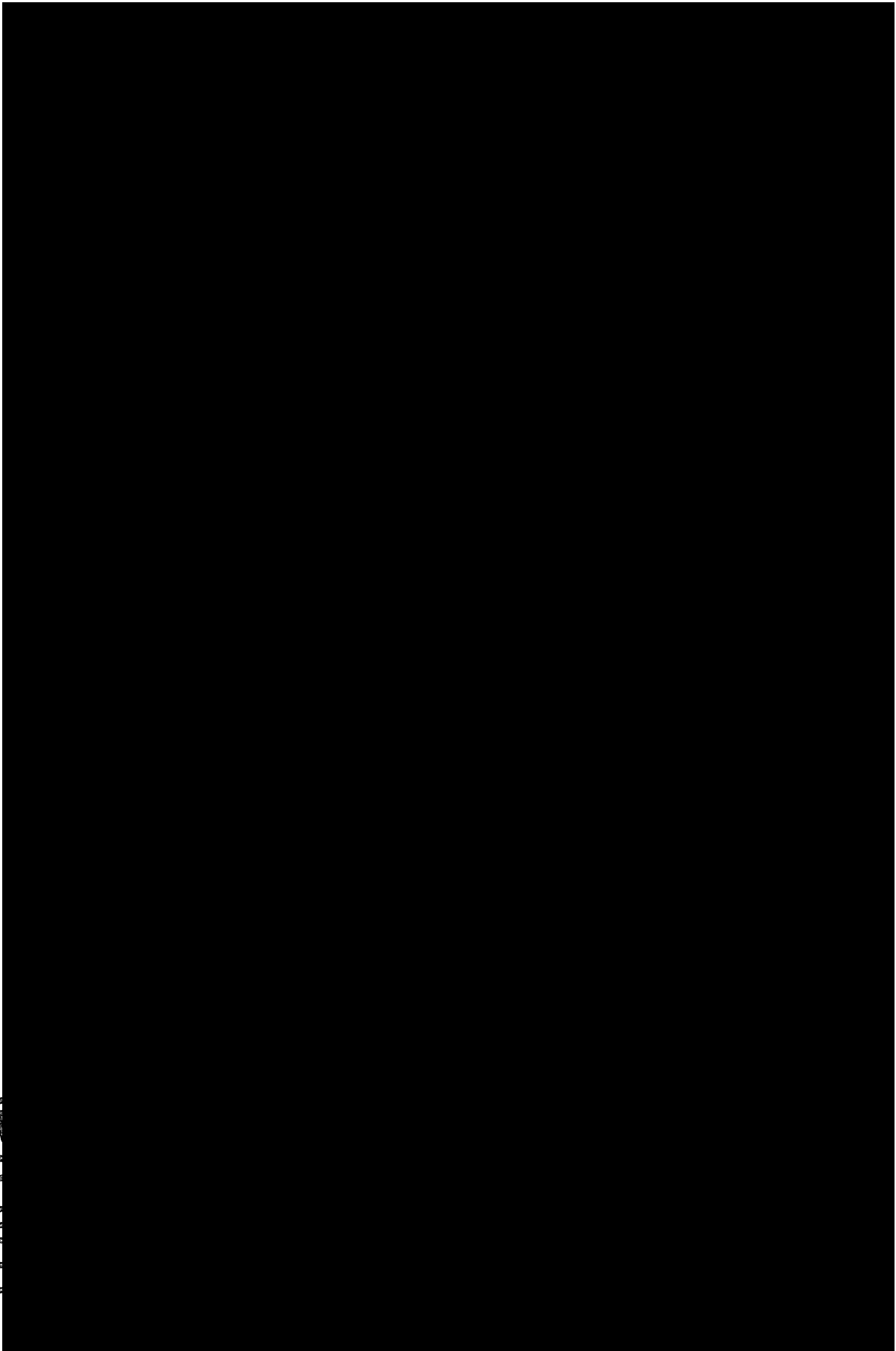
2.1 **Principal's Representative to provide**

Within 10 Business Days after receiving a Modified Concept SSD Consent, the Principal's Representative must provide a copy of the Modified Concept SSD Consent to the WL Developer.

2.2 **Existence of certain conditions**

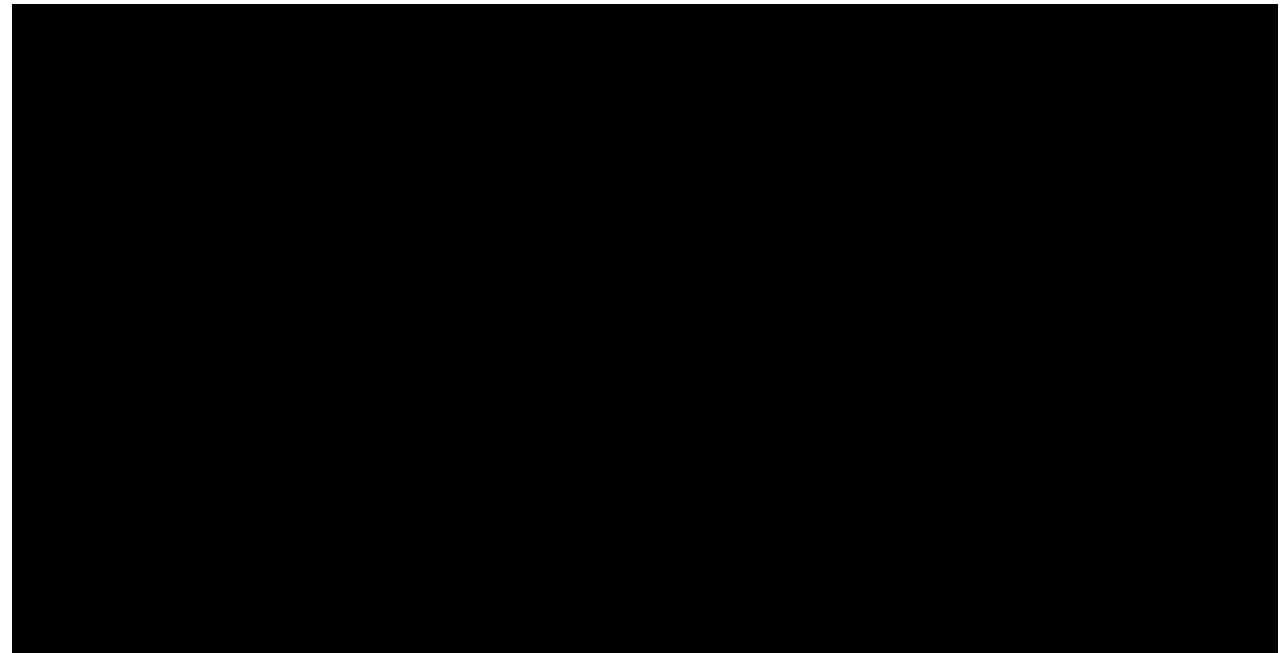


2.3



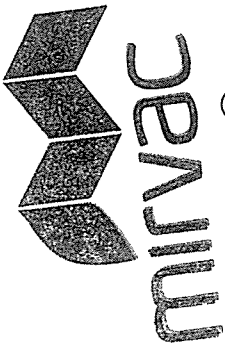
## 2.4 Addressing Principal Unacceptable Consent Conditions

- (a) **(Course of Action)** The Principal must:
- (i) elect to pursue a Course of Action to address that Principal Unacceptable Consent Condition (although the Course of Action it selects is in its absolute discretion); and
  - (ii) if the Principal elects to appeal to the NSW Land and Environment Court or lodge an Application for a modification to the Concept SSD Consent, notify the WL Developer of the outcome of the Course of Action as soon as practicable.
- (b) **(WL Developer to notify)** The WL Developer may, within 20 Business Days after receipt of a notice under clause 2.4(a)(ii) of this Schedule A5, notify the Principal's Representative if it considers that the Principal Unacceptable Consent Condition still exists.
- (c) **(Principal's Representative to respond)** Within 20 Business Days after receipt of a notice under clause 2.4(b) of this Schedule A5, the Principal's Representative must notify the WL Developer whether it agrees or disagrees with that notice.
- (d) **(WL Developer does not agree with response)** If the WL Developer does not agree with the Principal's Representative's notice under clause 2.4(c) of this Schedule A5, the WL Developer may refer the matter for dispute resolution in accordance with the Dispute Procedure.
- (e) **(Either party may terminate)** If, in the notice under clause 2.4(c) of this Schedule A5, the Principal's Representative agrees, or it is determined through the Dispute Procedure, that the Principal Unacceptable Consent Condition still exists, either party may give the other party a notice terminating this deed.



## 2.5 Invalid Concept SSD Consent

- (a) **(Prepare Concept SSD Consent Cure Plan)** If a Third Party Legal Challenge results in the Concept SSD Consent being declared invalid, the parties must meet and, acting in good faith, prepare a Concept SSD Consent Cure Plan.
- (b) **(Comply with Concept SSD Consent Cure Plan)** The Principal must comply with and diligently implement the Concept SSD Consent Cure Plan in the form as agreed between the parties and the Principal's Representative must regularly update the WL Developer in relation to the progress in implementing the Concept SSD Consent Cure Plan.
- (c) **(Process to apply if New Concept SSD Consent granted)** If, as part of the Concept SSD Consent Cure Plan, the Principal seeks a New Concept SSD Consent, and the New Concept SSD Consent is granted, clauses 2.1 to 2.5 of this Schedule A5 (inclusive) will apply as if a reference to the "Modified Concept SSD Consent" in clauses 2.1 to 2.4A (inclusive) and/or a reference to "Concept SSD Consent" in this clause 2.5 (as relevant) is a reference to the "New Concept SSD Consent" and a reference to a "Modified Concept SSD Consent Condition" is a reference to a condition of the New Concept SSD Consent which is different to the conditions of the Original Concept SSD Consent.
- (d) **(Either party may terminate)** If the parties are unable to agree on the Concept SSD Consent Cure Plan within 20 Business Days after it being determined that the Concept SSD Consent is invalid, either party may, by giving written notice to the other party, terminate this deed.

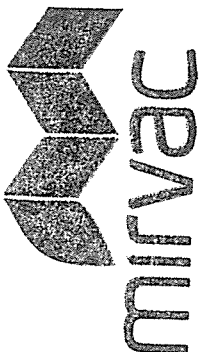


## 3. APPLICATIONS MADE BY THE WL DEVELOPER

### 3.1 Process for procuring consent to Applications

- (a) **(Comply)** The WL Developer must, in preparing Applications:
- (i) comply with the requirements of this deed;
  - (ii) comply with, give effect to and satisfy the conditions and requirements of any Law and any planning and development controls which apply to the MQD Project and the Construction Site;

- (iii) comply with:
  - (A) the CSSI Approval (where relevant); and
  - (B) subject to clause 3.1(a)(iii)(C) of this Schedule A5, the Concept SSD Consent; or
  - (C) if the WL Developer Application seeks to modify the Concept SSD Consent, the Approved Tender Design Elements; and
- (iv) ensure that the WL Developer Applications and all documents comprising or required to be submitted with the WL Developer Applications:
  - (A) are consistent with:
    - (aa) the CSSI Approval (where relevant); and
    - (bb) subject to clause 3.1(a)(iv)(cc) of this Schedule A5, the Concept SSD Consent; or
    - (cc) if the WL Developer Application seeks to modify the Concept SSD Consent, the Approved Tender Design Elements; and
  - (B) comply with the Principal Project Requirements.
- (b) **(Submission to Principal's Representative)** The WL Developer must provide to the Principal's Representative and, in relation to any Social Housing Works, to the Independent Certifier (Social Housing), a full copy of each of its Applications (including the [REDACTED] or Detailed SSD Application Design Documentation (as relevant)) in the form that it is proposed to be lodged with the Consent Authority.
- (b1) **(Review by the Independent Certifier (Social Housing))** The Independent Certifier (Social Housing) must, as soon as reasonably practicable (but not later than 15 Business Days) after receiving a full and complete copy of the proposed Application:
  - (i) **(review)** review the proposed Application; and
  - (ii) **(notification of compliance or non-compliance)** notify the Principal, WL Developer and LAHC in writing whether or not the Independent Certifier (Social Housing) considers that the proposed Application complies with the Social Housing Requirements or the relevant part of the MQD Works will, when completed, comply with the Social Housing Requirements, together with details of any non-compliance.
- (b2) **(Social Housing non-compliance)** The Independent Certifier (Social Housing) must not give a notice of a non-compliance under clause 3.1(b1) of this Schedule A5 in respect of any WL Developer Application Design Documentation included in the Application where:
  - (i) the process in clause 1 of Schedule A9 (*Design Development Procedure*) has been complied with; and
  - (ii) no notice of non-compliance was given pursuant to clause 1.2A of Schedule A9 (*Design Development Procedure*).



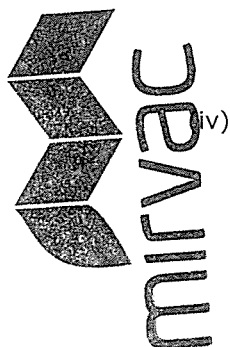


- (c) **(Principal's Representative's consent)** The Principal's Representative must:
- (i) provide the Principal's Representative's consent in writing (together with landowner's consent signed by the registered proprietor of the Principal's Land) to the lodgement of the proposed Application; or
  - (ii) notify the WL Developer in writing that it is withholding consent to the proposed Application in which case the Principal's Representative must provide the grounds on which it is withholding such consent and provide any comments and recommendations in respect of amendments to the Application,

as soon as reasonably practicable, but not later than the later of:

- (iii) 20 Business Days after receiving a full and complete copy of the proposed Application; and
  - (iv) where the Application concerns Social Housing Works, 5 Business Days after a notice given by the Independent Certifier (Social Housing) pursuant to clause 3.1(b1)(ii) of this Schedule A5 that the Application complies with the Social Housing Requirements and the relevant part of the MQD Works will, when completed, comply with the Social Housing Requirements.
- (d) **(Right to withhold consent)** The Principal's Representative may only withhold consent under clause 3.1(c)(ii) of this Schedule A5 if:

- (i) the Principal's Representative determines that the proposed Application is inconsistent with:
  - (A) the CSSI Approval (where relevant); or
  - (B) the Concept SSD Consent, or if the WL Developer Application seeks to modify the Concept SSD Consent, the Approved Tender Design Elements;
- (ii) the Principal's Representative determines that the proposed Application reflects a design for the MQD Works which in the reasonable opinion of the Principal's Representative, will or will likely, [REDACTED]
- (iii) the Principal's Representative determines that the proposed Application does not comply with the Principal Project Requirements (other than the Social Housing Requirements) or the MQD Works will not, when completed, comply with the Principal Project Requirements (other than the Social Housing Requirements);



- (iv) the Principal's Representative determines that the proposed Application reflects a use or a GFA mix of the MQD Project which is inconsistent with the use and GFA mix of the MQD Project contemplated under this deed as at the date of this deed, except to the extent that the Principal's Representative has agreed in writing to such change in use or GFA mix. The Principal's Representative must act reasonably in giving or refusing such consent, provided that the Principal's Representative may refuse or withhold consent if any rights of the Principal, including in terms of the quantum and/or timing for receipt of the WL Developer Payments, is reduced or delayed from that which was contemplated under this deed as at the date of this deed;
- (v) the Principal's Representative determines that the proposed Application includes design documentation in respect of which the process in clause 1 of

Schedule A9 (*Design Development Procedure*) has not been complied with or the Application otherwise does not comply with this deed; or

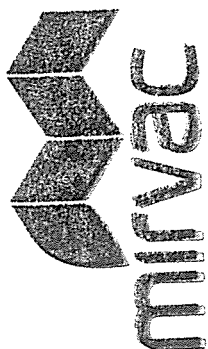
- (vi) in relation to a proposed Application which includes Social Housing Works, the Independent Certifier (Social Housing) has not given a notice pursuant to clause 3.1(b1)(ii) that the proposed Application complies with the Social Housing Requirements or the relevant part of the MQD Works will, when completed, comply with the Social Housing Requirements.
- (e) **(WL Developer to amend)** If:
  - (i) the Independent Certifier (Social Housing) gives a notice pursuant to clause 3.1(b1)(ii) of this Schedule A5 that the Application does not comply with the Social Housing Requirements or the relevant part of the MQD Works will not, when completed, comply with the Social Housing Requirements; or
  - (ii) the Principal's Representative withholds consent to a proposed Application or requires amendments to a proposed WL Developer Application under clause 3.1(c)(ii) of this Schedule A5,

the WL Developer must amend the proposed Application to address the non-compliance and/or take into account the requirements of the Principal's Representative and re-submit the proposed Application for review by the Principal's Representative and the Independent Certifier (Social Housing) (as applicable), and the provisions of this clause 3.1 of this Schedule A5 will re-apply.

- (f) **(Lodgement of Application)** The WL Developer must lodge the relevant Application with the Consent Authority in the same form as the one to which the Principal's Representative has provided consent.

### 3.2 Progress of Applications

- (a) **(Requirement to progress)** The WL Developer must:
  - (i) diligently and expeditiously pursue the Application to procure the relevant Approval;
  - (ii) deal with the Consent Authority and make all submissions reasonably necessary to procure each Approval;
  - (iii) use all reasonable endeavours to identify and keep the Principal's Representative and, where the Application relates to any Social Housing Works, the Independent Certifier (Social Housing), regularly informed of the progress and expected timeframe for obtaining the relevant Approval;
  - (iv) give the Principal's Representative and, in relation to any Social Housing Works, to the Independent Certifier (Social Housing), any other information reasonably requested by the Principal's Representative in connection with any Approval or any Application for any Approval; and
  - (v) unless otherwise agreed between the parties, give the Principal's Representative at least 3 Business Days' notice of any proposed meeting with the Consent Authority, or other relevant Authority, for the purpose of discussing any Application or any Approval and permit a representative of the Principal to attend any such meeting.
- (b) **(Copy of Approvals)** The WL Developer must, within 5 Business Days after receipt of any Approvals obtained by it, give the Principal's Representative and, where the



Approval is in relation to any Social Housing Works, the Independent Certifier (Social Housing), a full copy of the Approvals.

### 3.3 Principal Unacceptable Consent Conditions

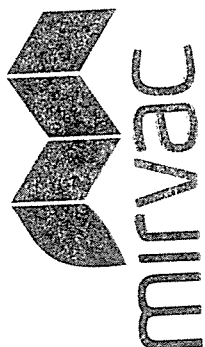
- (a) **(WL Developer to notify)** Within 20 Business Days after receiving an Approval and, if relevant, a notice given by the Independent Certifier (Social Housing) pursuant to clause 3.3(a1)(ii) of this Schedule A5, the WL Developer must give the Principal's Representative a WL Developer UCC Notice.
- (a1) **(Independent Certifier (Social Housing) to review)** The Independent Certifier (Social Housing) must, within 20 Business Days after receiving a full copy of an Approval:
  - (i) **(review)** review the Approval; and
  - (ii) **(notification of compliance or non-compliance)** notify the Principal, the WL Developer and LAHC in writing whether or not the Independent Certifier (Social Housing) considers that the Approval contains a Principal Unacceptable Consent Condition relating to a condition which would result in the WL Developer being unable to comply with the Social Housing Requirements.
- (b) **(Principal's Representative may notify)** Within:
  - (i) 20 Business Days after receipt of the WL Developer UCC Notice; or
  - (ii) if the WL Developer has not given a WL Developer UCC Notice, the later of:
    - (A) 30 Business Days after receiving a copy of the relevant Approval; and
    - (B) if relevant, 10 Business Days after receiving the notice given by the Independent Certifier (Social Housing) pursuant to clause 3.3(a1)(ii) of this Schedule A5,

the Principal's Representative may give the WL Developer a notice:

- (iii) if a WL Developer UCC Notice has been given, confirming whether the Principal's Representative agrees or disagrees with the WL Developer's opinion as to the Principal Unacceptable Consent Conditions (other than Principal Unacceptable Consent Conditions relating to a condition which would result in the WL Developer being unable to comply with the Social Housing Requirements) contained in the Approval and proposed course of action; and
- (iv) setting out any Course of Action which the Principal's Representative requires the WL Developer to pursue in respect of any Principal Unacceptable Consent Condition (including any Principal Unacceptable Consent Conditions relating to a condition which would result in the WL Developer being unable to comply with the Social Housing Requirements as identified in the notice given by the Independent Certifier (Social Housing) pursuant to clause 3.3(a1)(ii) of this Schedule A5) that the Principal's Representative considers to be contained in the Approval,

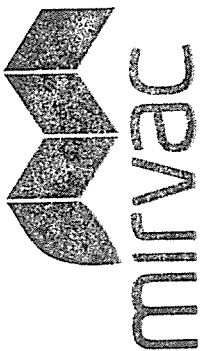
(a **Principal PUCN Notice**).

- (c) **(WL Developer does not agree with Principal PUCN Notice)** If the WL Developer does not agree with the Principal's Representative's opinion as to the existence of Principal Unacceptable Consent Conditions (other than Principal



Unacceptable Consent Conditions relating to a condition which would result in the WL Developer being unable to comply with the Social Housing Requirements) in the Principal PUCG Notice, the WL Developer may refer the matter for dispute resolution in accordance with the Dispute Procedure.

- (d) **(Principal Unacceptable Consent Conditions)** Clause 3.4 of this Schedule A5 applies if:
- (i) in a WL Developer UCC Notice, the WL Developer considers that there are Principal Unacceptable Consent Conditions (other than Principal Unacceptable Consent Conditions relating to a condition which would result in the WL Developer being unable to comply with the Social Housing Requirements) and the Principal's Representative does not give a Principal PUCG Notice;
  - (ii) if, in a Principal PUCG Notice, the Principal's Representative considers that there are Principal Unacceptable Consent Conditions (other than Principal Unacceptable Consent Conditions relating to a condition which would result in the WL Developer being unable to comply with the Social Housing Requirements) and the WL Developer does not refer the matter for dispute resolution under clause 3.3(c) of this Schedule A5;
  - (iii) if it is determined through the Dispute Procedure that a Principal Unacceptable Consent Condition (other than a Principal Unacceptable Consent Condition relating to a condition which would result in the WL Developer being unable to comply with the Social Housing Requirements) exists; or
  - (iv) in the notice given by the Independent Certifier (Social Housing) pursuant to clause 3.3(a1)(ii) of this Schedule A5, the Independent Certifier (Social Housing) considers that the Approval contains a Principal Unacceptable Consent Condition relating to a condition which would result in the WL Developer being unable to comply with the Social Housing Requirements.
- (e) **(Principal's Representative to respond)** The Principal's Representative must, within 20 Business Days after receipt of the WL Developer's notice under clause 3.4(b) of this Schedule A5, notify the WL Developer whether or not it considers that the relevant Approval still contains the Principal Unacceptable Consent Condition (other than Principal Unacceptable Consent Conditions relating to a condition which would result in the WL Developer being unable to comply with the Social Housing Requirements).
- (e1) **(Independent Certifier (Social Housing) to respond)** The Independent Certifier (Social Housing) must, within 20 Business Days after receipt of the WL Developer's notice under clause 3.4(b) of this Schedule A5, notify the Principal, the WL Developer and LAHC whether or not the Independent Certifier (Social Housing) considers that the relevant Approval still contains the Principal Unacceptable Consent Condition relating to the Social Housing Requirements.
- (f) **(Dispute)** If the WL Developer does not agree with the Principal's Representative's notice under clause 3.3(e) of this Schedule A5, the WL Developer may refer the matter for dispute resolution in accordance with the Dispute Procedure.
- (g) **(Outcome)** If the effect of the notices under clauses 3.3(d), 3.3(e) and 3.3(e1) of this Schedule A5 is, or it is determined through the Dispute Procedure, that the relevant Approval still contains the Principal Unacceptable Consent Condition, the Principal may give the WL Developer a notice terminating this deed.

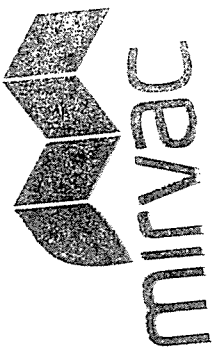


### 3.4 Procedure for addressing Principal Unacceptable Consent Conditions

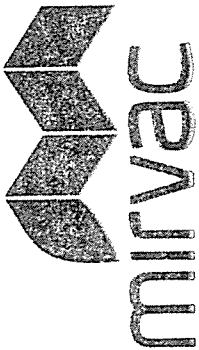
- (a) **(WL Developer to pursue Course of Action)** The WL Developer must pursue a Course of Action to address a Principal Unacceptable Consent Condition in accordance with:
- (i) a Principal PUCC Notice; or
  - (ii) if the Principal's Representative has not given a Principal PUCC Notice but the WL Developer has given a WL Developer UCC Notice, the WL Developer UCC Notice.
- (b) **(WL Developer to notify outcome)** The WL Developer must, as soon as practicable, notify the Principal's Representative and, where the Application relates to any Social Housing Works, the Independent Certifier (Social Housing), of the outcome of the Course of Action it was required to undertake pursuant to clause 3.4(a) of this Schedule A5.

### 3.5 Acceptable Detailed SSD Consent

- (a) **(Acceptable Detailed SSD Consent)** For the purposes of clause 5.2(f) (*Commencement of construction*), a Detailed SSD Consent is deemed to be an Acceptable Detailed SSD Consent on the date on which it is deemed that it does not contain any Principal Unacceptable Consent Conditions, in accordance with clause 3.5(c) of this Schedule A5.
- (b) **(No reduction of WL Developer's responsibilities)** The deeming of a Detailed SSD Consent to be an Acceptable Detailed SSD Consent is not intended to:
- (i) relieve the WL Developer from, or alter or affect, the WL Developer's Liabilities, obligations, warranties or responsibilities, including the WL Developer's obligations under clause 2.2 (*Design and construction of MQD Works*); or
  - (ii) prejudice or limit the rights of the Principal, [REDACTED]
- under this deed or otherwise according to Law.
- (c) **(No Principal Unacceptable Consent Conditions)** A Detailed SSD Consent is deemed not to include any Principal Unacceptable Consent Conditions for the purposes of the definition of Acceptable Detailed SSD Consent on the later of:
- (i) where the Detailed SSD Consent relates to Social Housing Works, the relevant date as follows:
    - (A) the date that the Independent Certifier (Social Housing) has given a notice pursuant to clause 3.3(a1)(ii) or clause 3.3(e1) (as relevant) of this Schedule A5 to the effect that the Detailed SSD Consent does not contain a Principal Unacceptable Consent Condition relating to a condition which would result in the WL Developer being unable to comply with the Social Housing Requirements; or



- (ii) the relevant date as follows:
- (A) if, in a WL Developer UCC Notice, the WL Developer considers that there are no Principal Unacceptable Consent Conditions (other than Principal Unacceptable Consent Conditions relating to a condition which would result in the WL Developer being unable to comply with the Social Housing Requirements) and the Principal's Representative does not give a Principal PUCC Notice, on the date of expiry of the period in clause 3.3(b)(i) of this Schedule A5;
  - (B) if, in a Principal PUCC Notice, the Principal's Representative considers that there are no Principal Unacceptable Consent Conditions (other than Principal Unacceptable Consent Conditions relating to a condition which would result in the WL Developer being unable to comply with the Social Housing Requirements) and the WL Developer does not refer the matter for dispute resolution under clause 3.3(c) of this Schedule A5, on the date of expiry of the period in which the WL Developer can refer the matter for dispute under the Dispute Procedure;
  - (C) if, in a notice given under clause 3.3(e) of this Schedule A5, the Principal's Representative considers that the Detailed SSD Consent no longer contains the identified Principal Unacceptable Consent Condition (other than Principal Unacceptable Consent Conditions relating to a condition which would result in the WL Developer being unable to comply with the Social Housing Requirements), and the WL Developer does not refer the matter for dispute resolution under clause 3.3(f) of this Schedule A5, on the date of expiry of the period in which the WL Developer can refer the matter for dispute resolution under the Dispute Procedure;
  - (D) if the matter has been referred for dispute resolution under clause 3.3(c) or clause 3.3(f) of this Schedule A5 (as applicable) and it has been determined that the Detailed SSD Consent does not include any Principal Unacceptable Consent Conditions (other than Principal Unacceptable Consent Conditions relating to a condition which would result in the WL Developer being unable to comply with the Social Housing Requirements) or the Principal Unacceptable Consent Conditions (other than Principal Unacceptable Consent Conditions relating to a condition which would result in the WL Developer being unable to comply with the Social Housing Requirements) have been addressed (as applicable), on the date of that determination; or
  - (E) if the Principal does not exercise its right to terminate under clause 3.3(g) of this Schedule A5 within 20 Business Days after the date of the Principal's Representative's notice under clause 3.3(g) of this Schedule A5, on the date of expiry of that period.



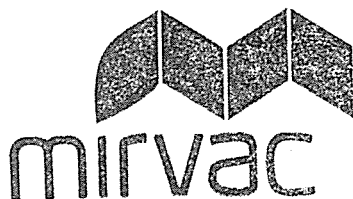
#### 4. DISPUTE RESOLUTION

If the WL Developer or the Principal does not agree with a notice or decision of the Independent Certifier (Social Housing) under this Schedule A5, the WL Developer or the Principal may refer the matter for dispute resolution in accordance with clause 13 of the Independent Certifier Deed (Social Housing) provided that such a disagreement referred to in this clause 4 of this Schedule A5 constitutes a Dispute (as defined under the Independent Certifier Deed (Social Housing)).

**SCHEDULE A6. – SUBCONTRACT REQUIREMENTS**

(Clauses 16.3 and 16.4)

Item	Requirement
<b>Part A - Subcontracts and Significant Subcontracts</b>	
1.	Each Subcontract that the WL Developer or the D&C Contractor enters into must contain a term that (to the extent permitted by Law) excludes the application of Part 4 of the <i>Civil Liability Act 2002</i> (NSW) in relation to all and any rights, obligations or Liabilities of either party under each Subcontract whether these rights, obligations or Liabilities are sought to be enforced by a Claim in contract, tort or otherwise.
2.	Each Subcontract that the WL Developer or the D&C Contractor enters into must contain a requirement that in any further contract that a Subcontractor enters into with a third party for the performance of any obligation or right of the WL Developer under this deed, contains a term that (to the extent permitted by Law) excludes the application of Part 4 of the <i>Civil Liability Act 2002</i> (NSW) in relation to all and any rights, obligations or Liabilities of either party under each further agreement whether such rights, obligations or Liabilities are sought to be enforced by a Claim in contract, tort or otherwise.
3.	Each Subcontract that the WL Developer or the D&C Contractor enters into must include provisions expressly requiring the Subcontractor to comply with the Chain of Responsibility Provisions and each further Subcontract that a Subcontractor enters into must also contain a clause to the same effect which is binding on the Subcontractor.
<b>Part B - Significant Subcontracts</b>	
1.	Each Significant Subcontract must contain provisions equivalent to clause 6.2 ( <i>Work health and safety</i> ) and requiring Significant Subcontractors to prepare a safety management plan in accordance with the requirements of Schedule A13 ( <i>Project Plan Requirements</i> ).
2.	Each Significant Subcontract must contain provisions recognising the Principal's rights under clause 9.6 ( <i>Principal's right of entry to Construction Site</i> ) [REDACTED].
3.	Each Significant Subcontract must contain provisions which are consistent with the Principal's rights under clause 23.4(a) ( <i>Licence to the Principal</i> ).



**JOHN  
HOLLAND**

**SCHEDULE A7. – MODIFICATION PROCEDURE**

(Clauses [REDACTED], 19 and 38.1(a)(i) and Schedule A2)

1. **GENERAL**

1.1 **Definitions**

In this Schedule A7:

[REDACTED]

**Corresponding Modification** has the meaning given in clause 2.A1 of this Schedule A7.

**D&C Contractor Margin** means [REDACTED].

[REDACTED]

**Interface Works Change** means any change or variation to any Interface Works following the date of this deed including any addition, reduction, increase, decrease, omission, deletion, demolition or removal to or from them.

**Modification** means any change to the requirements of the deed in respect of the MQD Works in a Separable Portion, including:

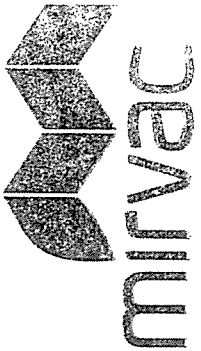
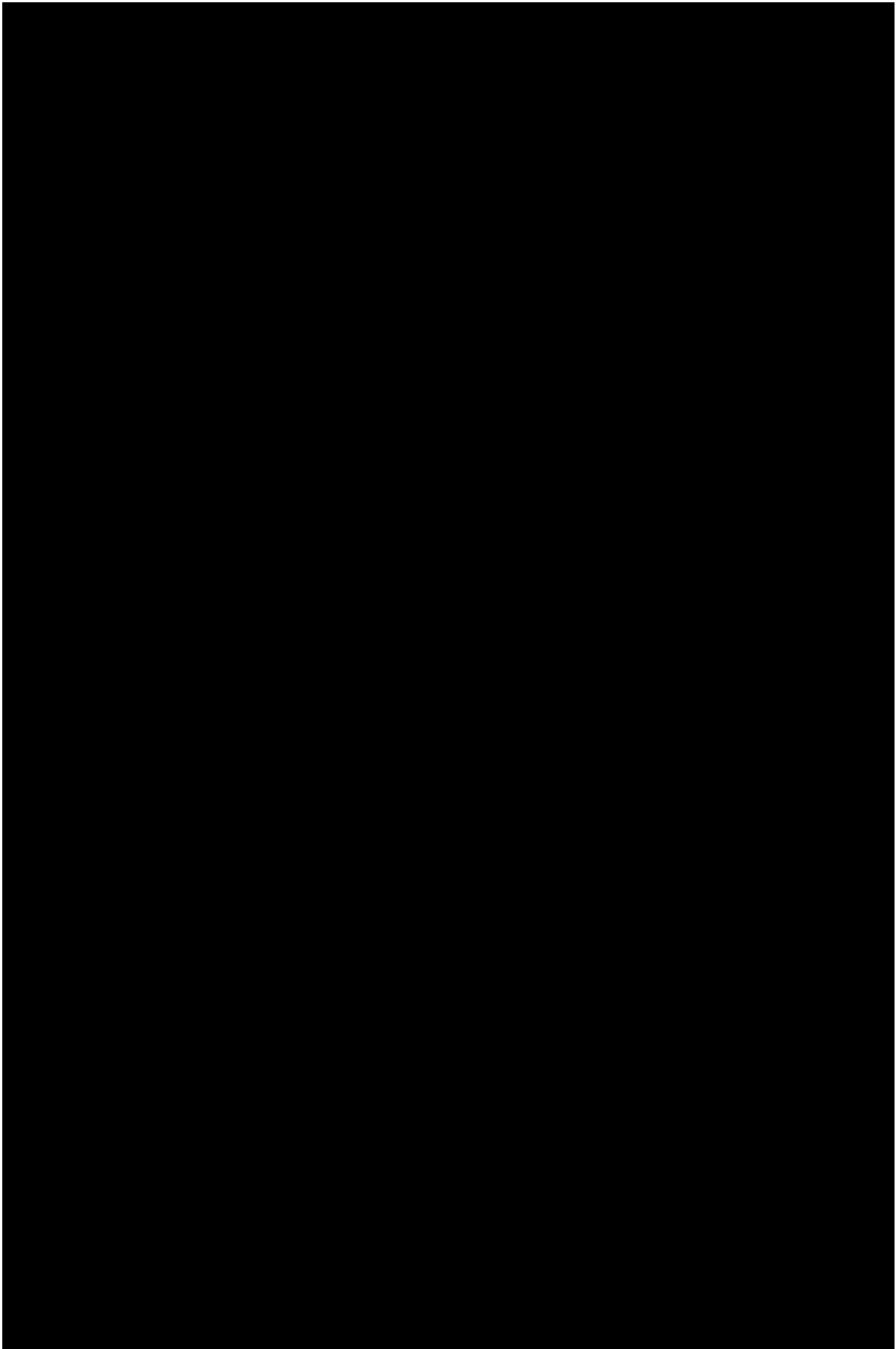
- (a) any addition, reduction, increase to or decrease to or omission or deletion from the MQD Works in that Separable Portion;
- (b) any change to the character or quality, or demolition or removal, of any material or work;
- (c) any change to the levels, lines, positions or dimensions of any part of the MQD Works in that Separable Portion;
- (d) changes to the Construction Site in respect of that Separable Portion; or
- (e) any design works, surveys or site investigations in respect of a potential or proposed change referred to in paragraphs (a), (b), (c) or (d) of this definition.

**Modification Approval** means a notice titled "Modification Approval" issued by the Principal's Representative under clause 3.1(d)(i) of this Schedule A7.

**Modification Costs** means [REDACTED]

[REDACTED]





**Modification Order** means a notice titled "Modification Order" issued by the Principal's Representative under clauses 2.2(a), 2.2(b), 2.2(b1), 2.2(b3) and 2.2(b4) of this Schedule A7 which directs the WL Developer to implement a Modification and which:

- (a) details the Modification that is required to be implemented by the WL Developer;
- (b) states the Modification Costs [REDACTED] of the proposed Modification; and
- (c) states the extent to which the WL Developer will be relieved of any of its obligations under this deed,

as set out in the WL Developer's Modification Proposal (if any) or as otherwise determined by the Principal's Representative (acting reasonably), [REDACTED], states whether or not the Principal will pay those costs progressively on a monthly basis from the time the relevant costs are first paid by the WL Developer or by way of a deferred lump sum payment.

**Modification Proposal** means a proposal submitted by the WL Developer under clause 2.1(c) of this Schedule A7.

**Modification Proposal Request** means a notice titled "Modification Proposal Request" issued by the Principal's Representative under clause 2.1(a), clause 2.1(b), clause 2.1(b1), clause 2.1(b2) or clause 2.1(b3) of this Schedule A7.

**Modification Savings** means:

- (a) the savings in the cost of the carrying out of the Separable Portion and arising out of or in connection with a Modification (including any savings in relation to construction costs and associated on-site overheads);
- (b) the applicable D&C Contractor Margin on the amounts referred to in paragraph (a) of this definition to the extent the savings are savings of the D&C Contractor; and
- (c) the applicable WL Developer Margin on the amounts referred to in paragraph (a) of this definition to the extent the savings are savings of the WL Developer.

**Open Book Basis** means the provision of any pricing, costing and other information on an open book basis to enable an assessment of actual costs and margins, being a breakdown sufficient to separately identify all relevant preliminaries, insurances, labour, equipment, materials, subcontract price, indexation adjustments for inflation, currency components and the WL Developer Margin and the D&C Contractor Margin, in a clear and transparent manner.

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

**Social Housing Modification** has the meaning given in clause 2.1(b3) of this Schedule A7.

**Station Dispute Procedure** has the meaning given to the term "Dispute Procedure" in the Station Delivery Deed.

**WL Developer Margin** means [REDACTED]

## 1.2 Purpose

Each party acknowledges and agrees that:

- (a) throughout the term of this deed, a number of changes to the requirements of this deed may be required;
- (b) the purpose of this Schedule A7 is to facilitate and efficiently give effect to such changes by incorporating a number of processes for the implementation of change and structuring each process to minimise transaction time and cost; and
- (c) it must seek to give effect to the purpose stated in clause 1.2(b) of this Schedule A7 in complying with its obligations under this Schedule A7.

## 1.3 Open Book

All documentation and information provided by the WL Developer under this Schedule A7 (including any documentation or information prepared by the D&C Contractor) must be provided on an Open Book Basis.

## 1.4 Consultation with Interface Contractors

Without limiting clause 11.4 (*Disputes between the WL Developer and Interface Contractors*), if the WL Developer becomes aware that a Modification will, or is likely to, impact on any Interface Works or necessitate an Interface Works Change, then prior to:

- (a) submitting a Modification Proposal in accordance with clause 2.1(c) of this Schedule A7; or
- (b) proposing a Modification in accordance with clause 3.1(b) of this Schedule A7,

the WL Developer must (or must procure that its Subcontractors):

- (c) notify the relevant Interface Contractor(s) of the proposed Modification; and
- (d) work closely and iteratively with the relevant Interface Contractor(s) in good faith regarding the scope and design of the proposed Modification (and, where applicable, the corresponding Interface Works Change) in order to reduce the overall cost to the Principal of implementing the Modification.

## 1.5 No Liability unless Modification Order

Subject to clause 2.4(b) of this Schedule A7, the Principal will have no Liability to the WL Developer arising out of, or in any way in connection with, any Modification, except where the WL Developer is directed to implement a Modification pursuant to a Modification Order.

## 1.6 Modifications review

- (a) (**Review of Modifications regime**) If requested by the Principal's Representative, 3 months prior to each anniversary of the date of execution of this deed, the Principal's Representative and the WL Developer must meet to review the Modifications regime (**Modifications Review**).
- (b) (**Purpose**) Factors that may be addressed in a Modifications Review include:
  - (i) measures to improve the Modifications process set out in this Schedule A7;
  - and

- (ii) any other factors that the Principal's Representative or the WL Developer consider relevant.

2. **PRINCIPAL INITIATED MODIFICATIONS**

2.A1 **SDD Modification**

If the WL Contractor has given a notice to the Principal in accordance with clause 2.1(b) of Schedule A8 (*Modification Procedure*) of the Station Delivery Deed that a Modification will be required to enable the SDD Modification or as a consequence of the SDD Modification (**Corresponding Modification**), then the Principal's Representative must, within 20 Business Days after receipt of the WL Contractor's notice, notify the WL Developer in writing that the Principal:

- (a) agrees that a Corresponding Modification is required; or
- (b) does not agree that a Corresponding Modification is required, with reasons.

2.1 **Proposed Modifications**

[REDACTED]

[REDACTED]

- (b1) (**Corresponding Modification**) If the Principal agrees (or it is determined through the Dispute Procedure) that a Corresponding Modification is required, the Principal must, within 20 Business Days after receipt of the WL Contractor's notice in accordance with clause 2.1(b) of Schedule A8 (*Modification Procedure*) of the Station Delivery Deed (or determination of the Dispute), issue a Modification Proposal Request to the WL Developer for that Corresponding Modification.

[REDACTED]

- (b3) (**Social Housing Modification**) If the Principal's Representative considers that a Modification is or may be required to the Social Housing Works other than a Modification which would impact on the Waterloo Station or the external structure [REDACTED] or would be inconsistent with the requirements of the Waterloo Metro Quarter SSP or the Concept SSD Consent (**Social Housing Modification**), the Principal's Representative may issue a Modification Proposal Request to the WL Developer for that Social Housing Modification.

- (c) (**Modification Proposal**) As soon as practicable, and in any event within 20 Business Days for a Modification [REDACTED] (or such longer period as is agreed by the Principal's Representative (acting reasonably, having regard to the

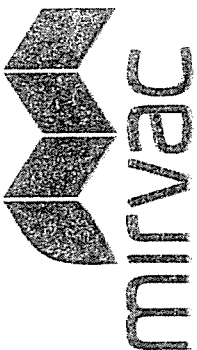
size and complexity of the proposed Modification), after receiving a Modification Proposal Request, the WL Developer must provide the Principal's Representative with a Modification Proposal setting out:

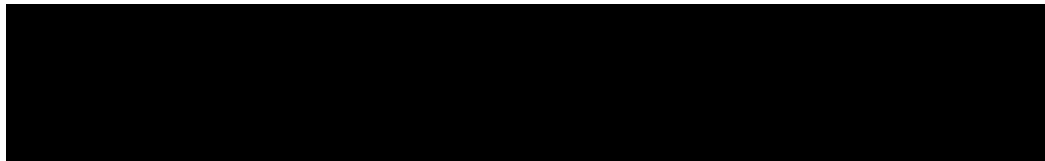
- (i) the Modification Costs [REDACTED] of the proposed Modification;

[REDACTED]

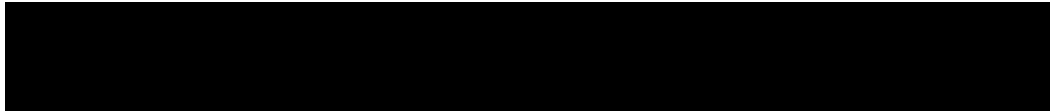
- (ii) the effect (if any) that the proposed Modification will have on the WL Developer's Program (including any extension of time required to a Milestone Date and the measures the WL Developer proposes to take to avoid, mitigate or minimise the effect of the proposed Modification on the WL Developer's Program);
- (iii) any Approvals required to implement the proposed Modification, and the effect of the proposed Modification on any existing Approvals or the WL Developer's ability to comply with those Approvals (and, in respect of a Social Housing Modification, any assumptions relevant to the parties' obligations in respect of Approvals arising from the implementation of the Social Housing Modification);
- (iv) the effect (if any) which the proposed Modification will have on the WL Developer's ability to satisfy its obligations under this deed (including any warranties given by the WL Developer under this deed) or exercise its rights under this deed;

[REDACTED]





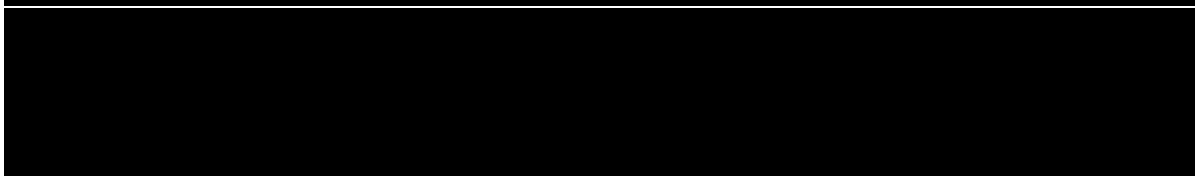
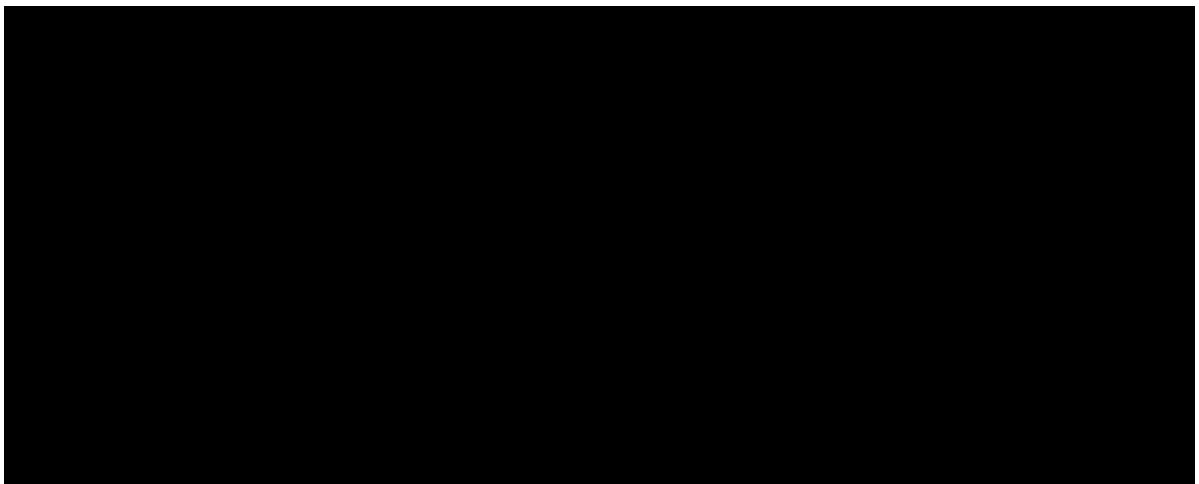
(vii) any other information requested by the Principal's Representative in the Modification Proposal Request;



(ix) where the proposed Modification is a Social Housing Modification, the WL Developer's preliminary view of actions required by the Principal or others to implement the Social Housing Modification, or as a consequence of, the Social Housing Modification.

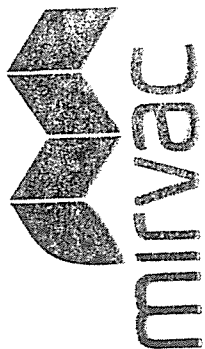
(d) **(No obligation to proceed)** Subject to clauses [redacted] and 2.2(b1)(i) of this Schedule A7, the Principal's Representative will not be obliged to proceed with any proposed Modification that is the subject of a Modification Proposal Request.

2.2 **Modification Orders**



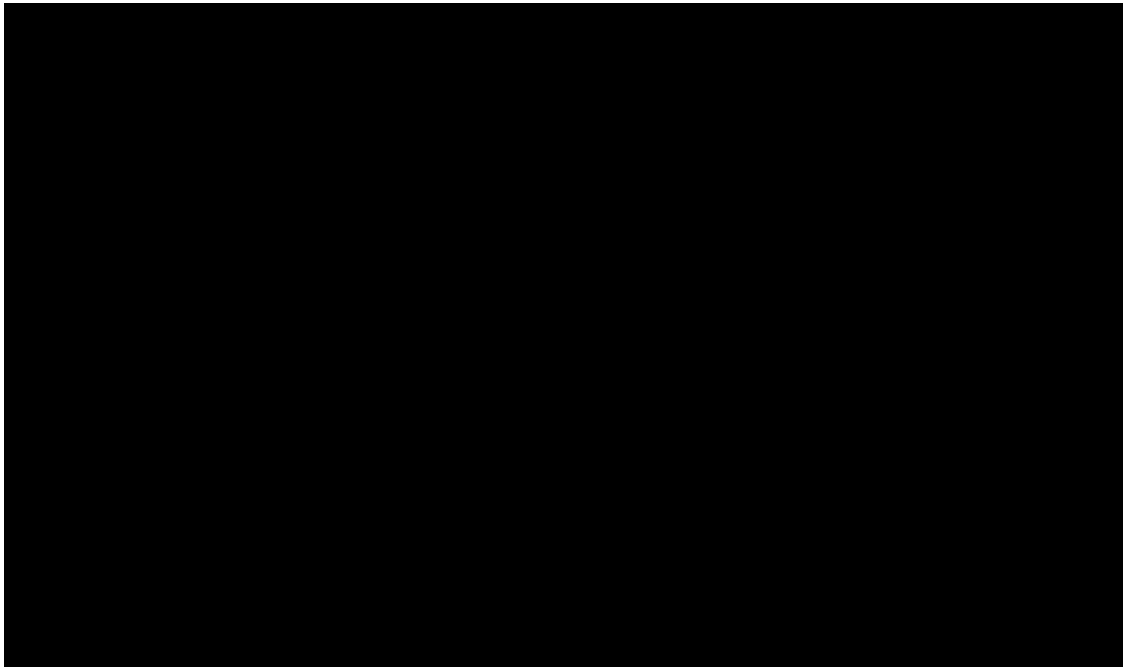
(b1) **(Corresponding Modification)** In the case of a Corresponding Modification, where the Principal issues a Modification Order (as that term is defined in Schedule A8 (*Modification Procedure*) of the Station Delivery Deed) for the SDD Modification which relates to or gave rise to the Corresponding Modification, the Principal's Representative:

- (i) must issue a Modification Order if the Principal agrees with (or it is determined through the Dispute Procedure) the details set out in the Modification Proposal provided under clause 2.1(c) of this Schedule A7; and
- (ii) whether or not the Principal has issued a Modification Proposal Request under clause 2.1(b1) of this Schedule A7, may issue a Modification Order at



any time prior to the Defects Correction Period (as that term is defined in the Station Delivery Deed).

- (b2) **(Corresponding Modification – withdrawal)** The Principal must withdraw its Modification Proposal Request relating to a Corresponding Modification if, under the Station Delivery Deed, the Principal elects not to proceed with the SDD Modification which relates to or gave rise to the Corresponding Modification.

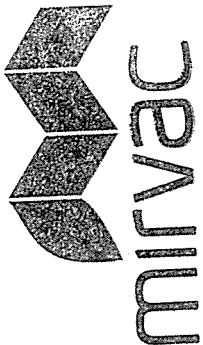


- (b4) **(Social Housing Modification)** Whether or not the Principal has issued a Modification Proposal Request under clause 2.1(b3) of this Schedule A7, the Principal's Representative may in respect of a Separable Portion, at any time prior to the Date of Completion of that Separable Portion, issue a Modification Order in respect of the Social Housing Modification.

- (c) **(No limitation on Principal's power)** Except as expressly set out in clause 2.2 of this Schedule A7, there is no limitation on the power of the Principal's Representative to direct a Corresponding Modification, [REDACTED] or Social Housing Modification, and no Modification or direction to implement such Modifications will invalidate this deed.

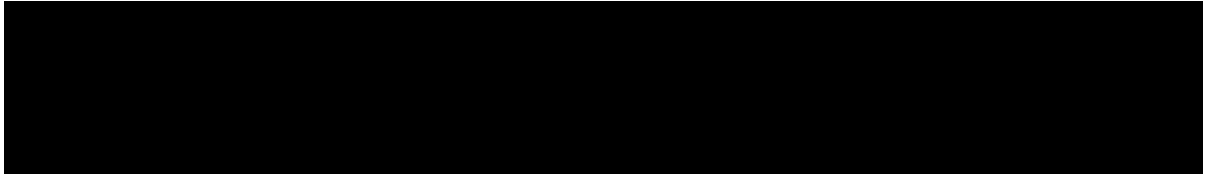
- (d) **(Implementation of Modification Order)** If the Principal's Representative directs the WL Developer to implement the Modification by issuing a Modification Order:

- (i) the WL Developer must promptly implement the Modification on the basis of the Modification Order irrespective of:
- (A) the nature, extent or value of the work the subject of the Modification;
  - (B) the location or timing (including the impact on a Milestone Date) of the work involved in the Modification; or
  - (C) any Dispute related to the Modification;
- (ii) the WL Developer will be relieved of its obligations under this deed to the extent specified in the Modification Order; and



(iii) the Principal must pay the WL Developer the Modification Costs of the Modification in accordance with clause 4.2 of this Schedule A7.

(e) **(Entitlement)** The WL Developer's entitlement (if any) to:



(f) **(Notice)** Where the Principal's Representative directs a Modification Order but has not issued a Modification Proposal Request, the WL Developer may, at its own cost and within 10 Business Days of receipt of the Modification Order (or such longer period as the Principal may agree) provide the Principal with a notice setting out the details specified in clause 2.1(c) of this Schedule A7. Without limiting the parties' rights under Schedule A8 (*Dispute Procedure*), the Principal is not required to take any action with respect to the WL Developer's notice provided under this clause 2.2(f) of this Schedule A7.

### 2.3 Disputes

If the WL Developer disagrees with a matter determined by the Principal's Representative under this Schedule A7, the WL Developer may refer the matter for dispute resolution:

- (a) **(Dispute Procedure)** in accordance with the Dispute Procedure under this deed; or
- (b) **(Station Dispute Procedure)** in the case of a Corresponding Modification, where the Principal or the WL Contractor has referred the SDD Modification for dispute resolution under the Station Delivery Deed, in accordance with the Station Dispute Procedure in which case the parties acknowledge and agree that:
  - (i) they will be bound by the Station Dispute Procedure; and
  - (ii) the determination under the Station Dispute Procedure is final and binding on the parties.

### 2.4 Cost of preparing Modification Proposals

(a) **(Minimise Costs)** The WL Developer must use reasonable endeavours to minimise the third party Costs incurred by the WL Developer in the preparation of Modification Proposals.





3. **DEVELOPER INITIATED MODIFICATIONS**

3.1 **Modifications proposed by the WL Developer – Principal's Representative consent required**

(a) **(Application of schedule)** This clause 3.1 of this Schedule A7 only applies to a Modification proposed by the WL Developer which will:

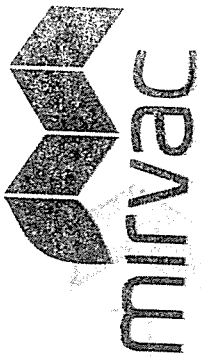
- (i) [REDACTED]
- (ii) result in the MQD Works not complying with the Principal Project Requirements; or
- (iii) will result in the MQD Works to be delivered as part of Separable Portion 1 ([REDACTED]) being inconsistent with Part A1 of the MQD Works Schedule.

(b) **(Modification proposal)** The WL Developer may propose a Modification referred to in clause 3.1(a) of this Schedule A7 by giving written notice to the Principal's Representative:

- (i) setting out details of:
  - (A) the proposed Modification;
  - (B) the reason for the proposed Modification;
  - (C) the time within, and the manner in which, the WL Developer proposes to implement the proposed Modification;
  - (D) the effect (if any) that the proposed Modification will have on:
    - (aa) the Station Project Works, the WL Contractor's Activities or the Waterloo Station;
    - (bb) the MQD Works complying with the Principal Project Requirements; and/or
    - (cc) any Interface Works, including whether an Interface Works Change will, or is likely to, be required to enable the proposed Modification to be implemented, or as a consequence of the proposed Modification; and/or
    - (dd) the MQD Works to be delivered as part of Separable Portion 1 ([REDACTED]) being consistent with Part A1 of the MQD Works Schedule; and

(ii) if the Modification is required to enable a modification proposed by the WL Contractor under clause 4 of Schedule A8 (*Modification Procedure*) of the Station Delivery Deed to be implemented, details of that modification and the impact upon that modification if the Modification proposed by the WL Developer under this clause 3.1 of this Schedule A7 is not implemented.

(c) **(Further information)** On receiving a notice under clause 3.1(b) of this Schedule A7, the Principal's Representative may give written notice to the WL Developer requesting any other information and supporting documentation the Principal's Representative reasonably requires. The WL Developer must provide the requested information or documentation to the Principal's Representative within 10 Business Days of receiving the request.



- (d) **(Principal may approve or reject)** Within 20 Business Days after the date on which the WL Developer gives the Principal's Representative a notice under clause 3.1(b) of this Schedule A7 and provides the details required by clause 3.1(c) of this Schedule A7 (if applicable), the Principal's Representative must give a written notice to the WL Developer either (in its absolute discretion):
  - (i) approving (with or without conditions) the proposed Modification (**Modification Approval**) to the WL Developer; or
  - (ii) rejecting the proposed Modification.
- (e) **(Ability to reject)** The Principal's Representative may only reject the proposed Modification if the proposed Modification does not comply with the Principal Project Requirements, [REDACTED] or will result in the MQD Works to be delivered as part of Separable Portion 1 ([REDACTED] being inconsistent with Part A1 of the MQD Works Schedule.
- (f) **(Modification Approval)** If the Principal's Representative issues a Modification Approval:
  - (i) without conditions, the WL Developer may perform its obligations under this deed in accordance with the approved Modification; and
  - (ii) with conditions, the WL Developer may either:
    - (A) proceed to implement the Modification on the basis set out in the Principal's Representative's notice; or
    - (B) withdraw the proposed Modification if the WL Developer, acting reasonably, does not accept any of the conditions attached to the approval of the proposed Modification.

**3.2 Modifications proposed by the WL Developer – no Principal's Representative consent required**

The WL Developer may, in its absolute discretion, procure any Modification to the MQD Works to which clause 3.1 of this Schedule A7 does not apply (**Unrestricted Modification**).

**3.3 WL Developer to bear risks and cost**

The WL Developer will, unless otherwise agreed in writing by the Principal's Representative:

- (a) **(costs)** bear all costs:
  - (i) associated with proposing a Modification under clause 3.1(b) or clause 3.2 of this Schedule A7 and providing any information and supporting documentation requested under clause 3.1(c) of this Schedule A7; or
  - (ii) reasonably incurred by the Principal, any Interface Contractor or the Operator in assessing a proposed Modification under clause 3.1(b) or clause 3.2 of this Schedule A7 (such costs to be a debt due from the WL Developer to the Principal);
- (b) **(risks)** bear all risks and costs associated with implementing a Modification proposed by the WL Developer, including any amounts that are payable by the WL Developer or the Principal to any Interface Contractor(s) under any Cooperation

and Integration Deed or any other contracts entered into between the Principal and an Interface Contractor;

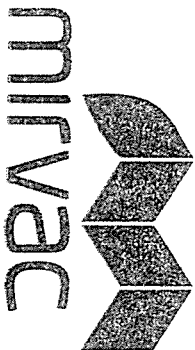
- (c) **(management of Modifications)** be responsible for procuring the management of a Modification proposed by the WL Developer, including procuring that its Subcontractors manage the Modification with the Interface Contractors where the Modification impacts on the Interface Contractors; and
- (d) **(no Claims)** not be entitled to make any Claim against the Principal arising out of, or in any way in connection with, a Modification proposed by the WL Developer and the Principal will have no Liability to the WL Developer in relation to or arising out of a Modification proposed by the WL Developer,

including where the Principal's Representative issues a Modification Approval in relation to such Modification.

#### 4. MODIFICATION COSTS

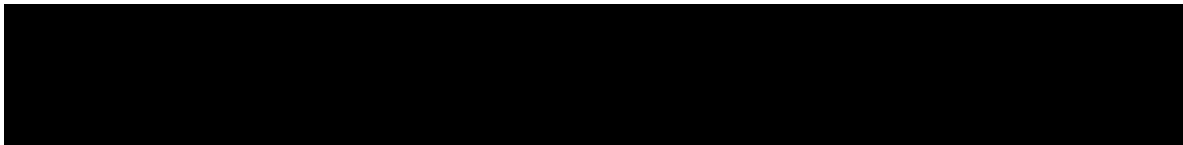
##### 4.1 Principles for calculating Modification Costs

- (a) **(Incremental costs only)** Modification Costs are to be determined on an incremental basis where only costs that would not be incurred but for the Modification Order are taken into account.
- (b) **(Fair and reasonable, arm's length arrangements)** All increases or decreases in costs included in the calculation of Modification Costs must:
  - (i) be reasonably incurred by the WL Developer; and
  - (ii) reflect commercial arm's length arrangements.
- (c) **(Subcontractors)** When calculating the Modification Costs, the WL Developer must:
  - (i) ensure that all Subcontractors minimise any increase in costs and maximise any reduction in costs which would have been incurred or derived as a result of the Modification Order; and
  - (ii) ensure that:
    - (A) Subcontractors provide all information required to enable an assessment of the Modification Costs on an Open Book Basis; and
    - (B) the calculation of the Modification Costs applicable to each Subcontractor is calculated in accordance with the principles set out in this clause 4.1 of this Schedule A7.
- (d) **(No double counting)** Any Modification Costs must be calculated without double counting of any amounts (including, where Modification Costs are payable in connection with a Delay Event, any double counting of any amounts attributable to delay).
- (e) **(No unnecessary contracting layers)** No entity which is a Related Entity of the WL Developer or the D&C Contractor may perform work arising out of a Modification Order as a subcontractor to the WL Developer or the D&C Contractor or to any other contractor further down the contracting chain without the Principal's Representative's prior written consent. The Principal's Representative will not withhold its consent in relation to John Holland Group Pty Ltd carrying out the work



as D&C Contractor or Mirvac Constructions Pty Ltd carrying out the work as D&C Subcontractor.

- (f) **(Maximum margin)** In respect of any Modification Order, the aggregate of the margins charged by the WL Developer and the D&C Contractor must not exceed [REDACTED] of the applicable amounts referred to in paragraphs (a) and (b) of the definition of "Modification Cost", unless otherwise agreed by the Principal's Representative in writing. The WL Developer will use its best endeavours to ensure that the Subcontractors' margins are reasonable.
- (g) **(No WL Contractor costs)** Any Modification Costs must not include any amount in respect of any increase or decrease in the cost to the WL Contractor of carrying out the WL Contractor's Activities or otherwise performing its obligations under the Station Delivery Deed, with any such increase or decrease in cost to be determined under the Station Delivery Deed.



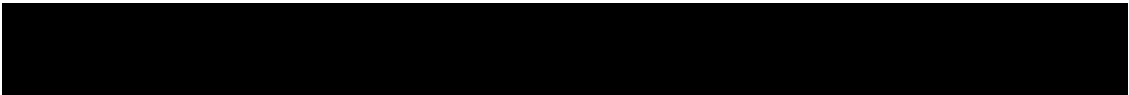
#### 4.2 Modification Costs

If a Modification directed by the Principal's Representative under clause 2 of this Schedule A7 results in Modification Costs then the Principal must pay the WL Developer its Modification Costs:

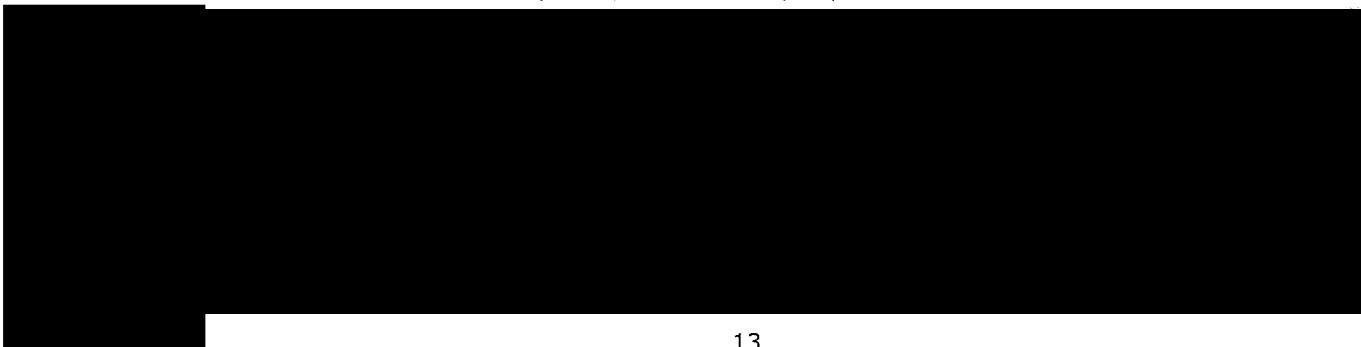
- (a) **(as agreed)** if agreed between the parties, as agreed;
- (b) **(pending agreement)** pending agreement between the parties or determination of the Modification Costs in accordance with the Dispute Procedure under this deed or the Station Dispute Procedure (as applicable), as reasonably determined by the Principal's Representative; and
- (c) **(following agreement)** following determination or agreement between the parties, as so determined or agreed,

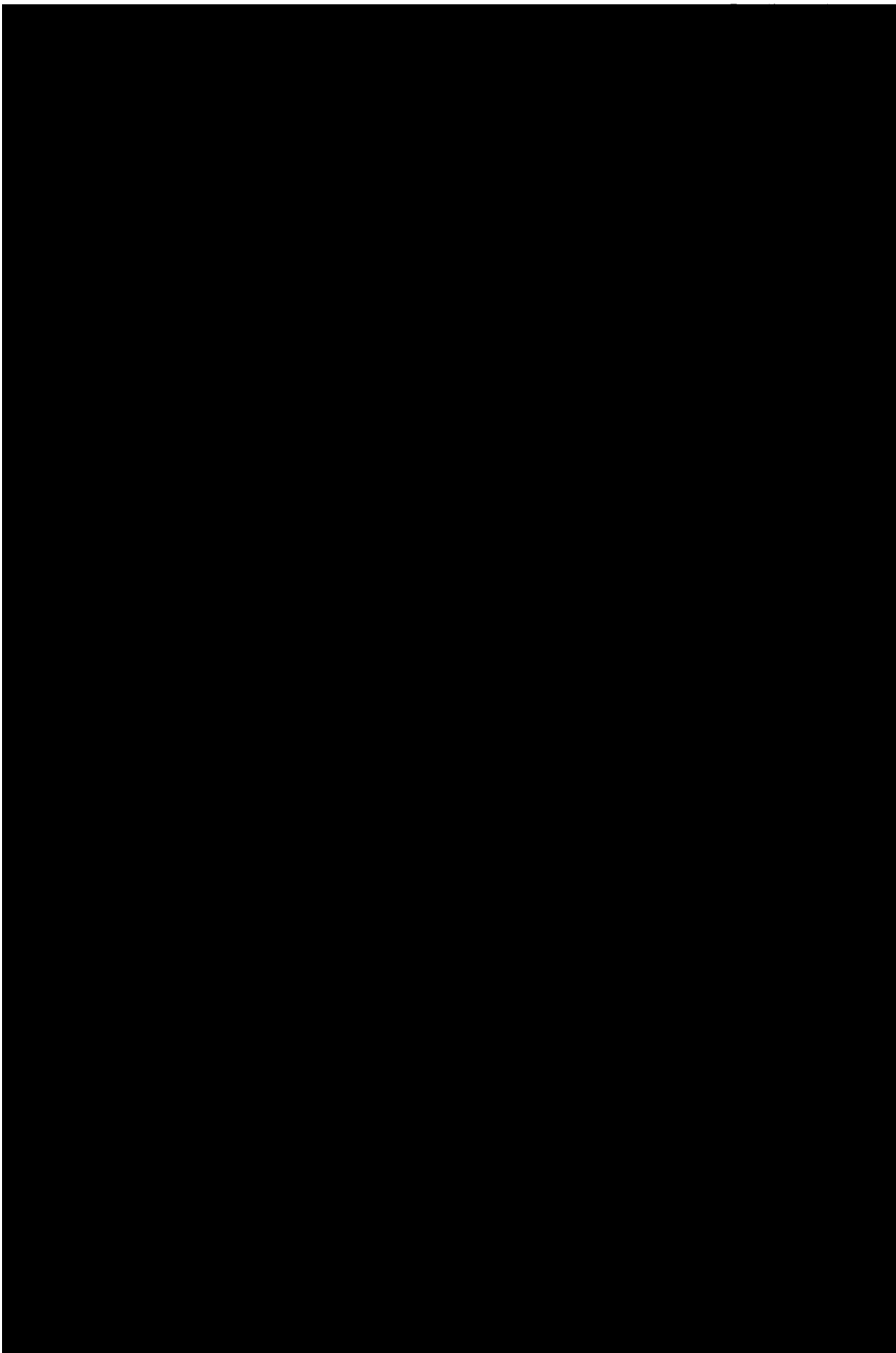
in relation to:

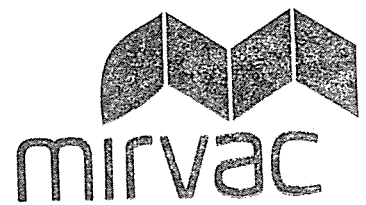
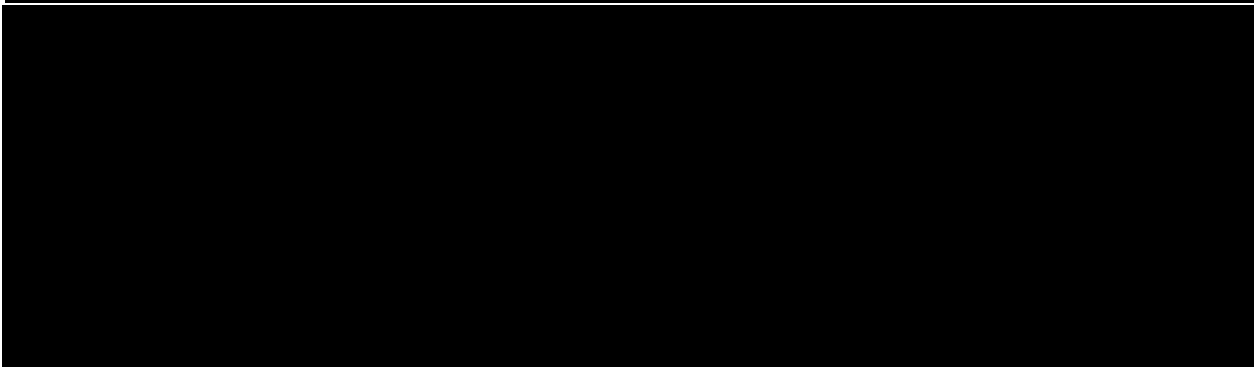
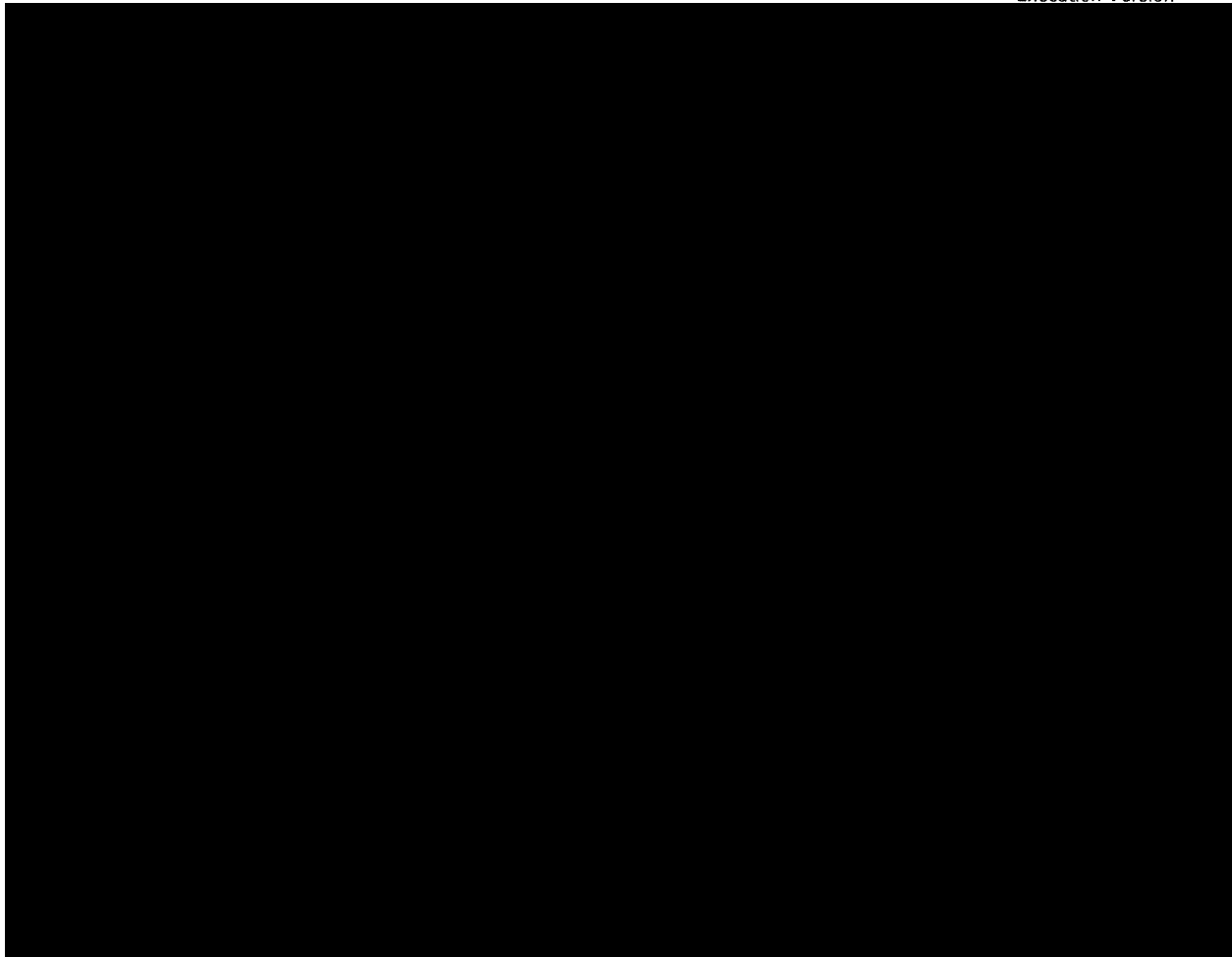
- (d) all Modification Costs, [REDACTED] progressively in accordance with clause 38.2 (*WL Developer claims*); and



provided that if the Modification Costs paid under this clause 4.2 of this Schedule A7 are more or less than the relevant Modification Costs as subsequently determined or agreed, the difference must be paid by the relevant party to the other.







## SCHEDULE A8. – DISPUTE PROCEDURE

(Clause 36)

### PART A – PROCEDURE FOR DISPUTES ARISING PRIOR TO THE STATION DATE OF COMPLETION

#### 1. DEFINITIONS

In this part A of Schedule A8:

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

**Consultation** has the meaning given in clause 2.2(e) of part A of this Schedule A8.

**Expert** means the person appointed to determine a Dispute pursuant to clause 2.4 of part A of this Schedule A8.

**IDAR Panel** means the Independent Dispute Avoidance and Resolution Panel constituted under the IDAR Panel Agreement, referred to in part A of this Schedule A8.

**Nominated Member** has the meaning given in clause 2.2(b) of part A of this Schedule A8.

**Notice of Dispute** means a notice given under clause 2.3 of part A of this Schedule A8.

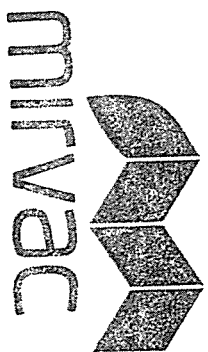
**Notice of Issue** means a notice given under clause 2.2 of part A of this Schedule A8.

**Recommendation** has the meaning given in clause 2.3(a) of part A of this Schedule A8.

#### 2. DISPUTE PROCEDURE

##### 2.1 Independent Dispute Avoidance and Resolution Panel

- (a) (**Establishment**) The IDAR Panel has been constituted under the IDAR Panel Agreement.
- (b) (**Accession by WL Developer**) The WL Developer must, within 5 Business Days of receipt of a request from the Principal's Representative, execute the IDAR Panel Agreement Accession Deed Poll.
- (c) (**Attendance and assistance**) Each party must:
  - (i) following execution of the IDAR Panel Agreement Accession Deed Poll (if applicable), at all times comply with the terms of the IDAR Panel Agreement;
  - (ii) attend meetings with the IDAR Panel as required pursuant to the IDAR Panel Agreement or this deed; and
  - (iii) provide all reasonable assistance to the IDAR Panel in fulfilling its function(s) in respect of the carrying out or procuring of the MQD Works including providing all information it reasonably requests.



**JOHN  
HOLLAND**

## 2.2 Consultation

- (a) **(Notice of Issue)** Where a dissatisfied party (**Party A**) considers that a dispute has arisen:
- (i) Party A must notify the other party (**Party B**) in writing within 20 Business Days of forming the view that a Dispute has arisen; and
  - (ii) the Dispute must be notified to the IDAR Panel by written notice of the issues in Dispute (**Notice of Issue**) from **Party A** to the IDAR Panel and Party B. The Notice of Issue must:
    - (A) provide brief particulars of the issues in Dispute; and
    - (B) be issued within 10 Business Days after the date that Party A notifies Party B that the Dispute has arisen pursuant to clause 2.2(a)(i) of part A of this Schedule A8.
- (b) **(Selection of Nominated Member)** Within 2 Business Days of the Notice of Issue, the parties must agree upon a member of the IDAR Panel (**Nominated Member**) to review the Dispute. If:
- (i) the parties fail to reach such agreement within 2 Business Days; or
  - (ii) the Nominated Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,
- the Chair must nominate a replacement Nominated Member within a further 2 Business Days.
- (c) **(Replacement of Nominated Member)** If a replacement Nominated Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the Chair must nominate a further replacement Nominated Member within a further 2 Business Days. The Chair cannot nominate itself as the Nominated Member.
- (d) **(Appointment by Resolution Institute)** If a further replacement Nominated Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the process in clause 2.2(c) of part A of this Schedule A8 will be reapplied until there are no IDAR Panel members to accept the appointment, in which case the Chair must request the Resolution Institute to appoint a replacement member. This appointment will be final and conclusive.
- (e) **(Parties to consult)** Within 3 Business Days of the appointment of the Nominated Member, the Nominated Member must convene at least one meeting (**Consultation**) to facilitate genuine and good faith negotiations with a view to:
- (i) resolving the Dispute; and
  - (ii) clarifying and narrowing the issues in Dispute, in the event that the Dispute is not resolved.
- (f) **(Attendees)** Each Consultation will be attended by:
- (i) the Nominated Member;
  - (ii) the Principal's Representative;
  - (iii) the WL Developer's Representative; and



other persons as agreed between the Principal's Representative and the WL Developer's Representative.

- (g) **(Conclusion of Consultation)** The Consultation process must conclude within 15 Business Days of the first Consultation, or such other period as the parties may agree in writing.
- (h) **(Failure to notify in time is breach)** A failure to comply with clause 2.2(a)(ii) of part A of this Schedule A8 will be treated as a breach of this deed by the relevant party.

### 2.3 Recommendation

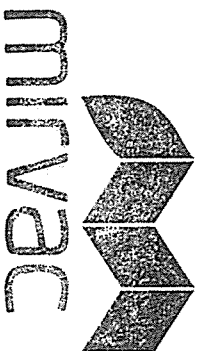
- (a) **(Notification of Recommendation)** Within 5 Business Days of the conclusion of Consultation, the Nominated Member must notify the parties in writing of its non-binding recommendation as to:
  - (i) the formulation of the issues in Dispute;
  - (ii) the most appropriate Expert(s) to be appointed to determine the Dispute pursuant to clause 2.4 of part A of this Schedule A8; and
  - (iii) whether the Dispute is not suitable for expert determination and should be determined by litigation pursuant to court proceedings,

**(Recommendation).**

- (b) **(Referral to expert determination)** Subject to clause 2.3(d) of part A of this Schedule A8, if the Dispute is not resolved within the later of:
  - (i) 5 Business Days of the Recommendation; and
  - (ii) 15 Business Days of the Notice of Issue,

Party A must refer those parts of the Dispute that remain unresolved to expert determination by notice to Party B (with a copy to the IDAR Panel) within 20 Business Days after the later of (i) and (ii) above or such other period of time as agreed between the parties in writing **(Notice of Dispute)**.

- (c) **(Requirements of Notice)** The Notice of Dispute must:
  - (i) be in writing;
  - (ii) state that it is a Notice of Dispute under clause 2.3(b) of part A of this Schedule A8; and
  - (iii) include or be accompanied by reasonable particulars of those parts of the Dispute including:
    - (A) references to any:
      - (aa) provisions of this deed; and
      - (bb) acts or omissions of any person, relevant to the Dispute;
    - (B) the relief sought and the basis for claiming the relief sought; and



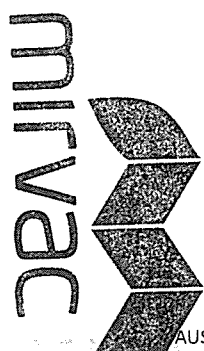
- (C) copies of, or relevant extracts from, any documents in support of the claim.
- (d) **(Parties may accept Recommendations)** If the Nominated Member makes a Recommendation:
  - (i) under clause 2.3(a)(ii) of part A of this Schedule A8, the parties may accept the recommendation or clause 2.4(a) of part A of this Schedule A8 will apply; or
  - (ii) under clause 2.3(a)(iii) of part A of this Schedule A8, that the Dispute is not suitable for expert determination, the parties may agree to have the Dispute determined by litigation pursuant to court proceedings, however if the parties have not so agreed within 5 Business Days of the Recommendation, clause 2.4 of part A of this Schedule A8 will apply.

#### 2.4 Expert determination

- (a) **(Expert determination in accordance with Rules)** Any Dispute which is referred to expert determination by a Notice of Dispute will be conducted in accordance with the Resolution Institute's Expert Determination Rules, as modified by Annexure 1 of this Schedule A8.
- (b) **(Provision of information)** Both parties must promptly make available to the Expert all such additional information, access to the Construction Site and other relevant places and all appropriate facilities, as the Expert may require for the purposes of making a determination on the Dispute.
- (c) **(Exclusion of proportionate liability regime)** The parties agree that, to the extent permitted by law:
  - (i) the powers conferred and restrictions imposed on a court by Part 4 of the *Civil Liability Act 2002* (NSW) are not conferred on the Expert; and
  - (ii) the Expert has no power to make a binding or non-binding determination or any award in respect of a Dispute by applying or considering the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provisions in any other state or territory) which might, in the absence of this provision, have applied to any Dispute referred to expert determination.
- (d) **(Expert to give determination)** Within 50 Business Days after the Expert has been appointed, or within such other period as may be proposed by the Expert and approved by both parties, the Expert must give its determination in writing, which must be reasoned and must state that it is given under this clause 2.4 of part A of this Schedule A8. The determination will be immediately binding on both parties, who must give effect to it unless and until it is revised, overturned or otherwise changed by written agreement between the parties or a court judgment pursuant to part A of this Schedule A8.

#### 2.5 Notice of dissatisfaction

- (a) **(Notice of Dissatisfaction)** If:
  - (i) either party is dissatisfied with a determination made by an Expert under clause 2.4 of part A of this Schedule A8, then either party may, within 10 Business Days after receiving the determination, give notice to the other party of its dissatisfaction; or



- (ii) an Expert fails to give its determination within a period of 50 Business Days after the Expert has been appointed by the parties (or within such other period as may be proposed by the Expert and approved by both parties), then either party may, within 10 Business Days after this period has expired, give a notice to the other party of its dissatisfaction,

**(Notice of Dissatisfaction).**

- (b) **(Requirements of Notice)** A Notice of Dissatisfaction issued under clause 2.5 of part A of this Schedule A8 must:
  - (i) state that it is given under clause 2.5 of part A of this Schedule A8; and
  - (ii) set out the matter in Dispute and the reason(s) for dissatisfaction.
- (c) **(Restriction on commencement of proceedings)** Except as stated in clause 2.3(d)(ii) of part A of this Schedule A8, neither party will be entitled to commence court proceedings in respect of the Dispute unless a Notice of Dissatisfaction has been given in accordance with this clause 2.5 of part A of this Schedule A8.

**2.6 Final and binding decision**

- (a) **(Determination to become binding)** If an Expert has made a determination as to a Dispute and no Notice of Dissatisfaction has been given by either party under clause 2.5 of part A of this Schedule A8, within 10 Business Days after it received the Expert's determination, then the determination will become final and binding upon both parties.
- (b) **(No challenge of binding determination)** Once a determination of an Expert has become final and binding under clause 2.6(a) of part A of this Schedule A8, neither party will be entitled to challenge the determination on any basis.

**2.7 Not used**

**2.8 Not used**

**2.9 Not used**

**2.10 Payments**

The Principal may withhold payment of that part of any amount which is the subject of a Dispute.

**2.11 WL Developer to continue performing obligations**

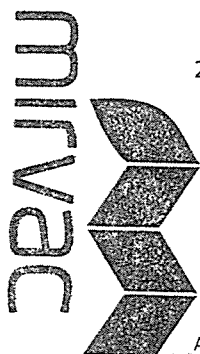
Despite the existence of any Dispute, the WL Developer must:

- (a) continue to procure the MQD Works; and
- (b) perform its other obligations under this deed.

**2.12 Urgent relief**

Nothing in this clause 2 of part A of this Schedule A8 will prejudice:

- (a) the right of a party to seek urgent injunctive or declaratory relief from a court; or



- (b) the Principal from making an application to the court pursuant to sections 415E, 434K and 451F of the Corporations Act, when enacted, or an equivalent provision under any Law.

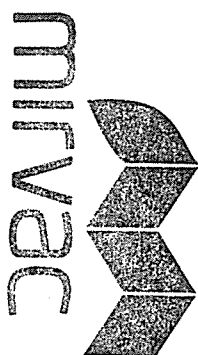
**2.13 Dispute under related contracts**

The parties acknowledge and agree that:

- (a) the provisions of part A of this Schedule A8 will not apply to any dispute, difference, controversy or claim between:
  - (i) the parties which is to be resolved under a Cooperation and Integration Deed; or
  - (ii) one or both of the parties and the Independent Certifier (Social Housing) which is to be resolved under the provisions of the Independent Certifier Deed (Social Housing); and
- (b) the parties will be bound by the outcome of any dispute, difference, controversy or claim between the parties which is resolved pursuant to a Cooperation and Integration Deed.

**2.14 Survive termination**

This part A of this Schedule A8 will survive termination of this deed.



**PART B – PROCEDURE FOR DISPUTES ARISING AFTER THE STATION DATE OF COMPLETION**

**1. DEFINITIONS**

In this part B of Schedule A8:

**Consultation** has the meaning given in clause 2.1(b) of part B of this Schedule A8.

**Notice of Dispute** means a notice given under clause 2.2(b) of part B of this Schedule A8.

**Notice of Issue** means a notice given under clause 2.1(a) of part B of this Schedule A8.

**2. DISPUTE PROCEDURE**

**2.1 Consultation – Project Control Group**

(a) **(Notice of Issue)** Where a dissatisfied party (**Party A**) considers that a dispute has arisen:

(i) Party A must notify the other party (**Party B**) in writing within 20 Business Days of forming the view that a Dispute has arisen; and

(ii) the Dispute must be notified to the Project Control Group by written notice of the issues in Dispute (**Notice of Issue**) from Party A to Party B and each other member of the Project Control Group. The Notice of Issue must:

(A) provide brief particulars of the issues in Dispute; and

(B) be issued within 5 Business Days after the date that Party A notifies Party B that the Dispute has arisen pursuant to clause 2.1(a)(i) of part B of this Schedule A8

(b) **(Parties to consult)** Within 10 Business Days after the date of the Notice of Issue, the Project Control Group must meet (**Consultation**) to undertake genuine and good faith negotiations with a view to:

(i) resolving the Dispute; or

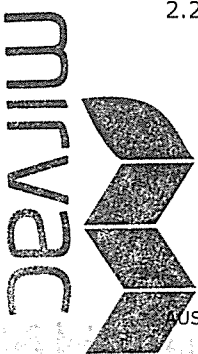
(ii) clarifying and narrowing the issues in Dispute in the event that the Dispute is not resolved.

(c) **(Failure to comply is a breach)** A failure to comply with clause 2.1(a)(ii) of part B of this Schedule A8 will be treated as a breach of this deed by the relevant party.

(d) **(Referral to executive negotiation)** If the Dispute is not resolved within 15 Business Days of the Notice of Issue, either party must refer those parts of the Dispute that remain unresolved to executive negotiation in accordance with clause 2.2 of part B of this Schedule A8 by notice to the other party.

**2.2 Executive negotiation**

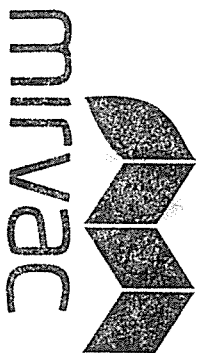
(a) **(Referral to executive negotiation)** If the Dispute is not resolved by Consultation, the Dispute must be referred to the Executive Negotiators and the Executive Negotiators must, within 20 Business Days after the date on which the Notice of Issue was given, meet and undertake genuine and good faith negotiations with a view to:



- (i) resolving the Dispute; and
  - (ii) agreeing on a procedure to resolve the Dispute in the event that it is not resolved.
- (b) **(Referral to expert determination)** If the Executive Negotiators:
- (i) have not resolved the Dispute; and
  - (ii) have not reached agreement on a procedure to resolve the Dispute,
- within 20 Business Days after the date on which the Notice of Issue was given (or such longer period of time as the parties agree in writing) then, whether or not the Executive Negotiators have met and undertaken negotiations, Party A must refer those parts of the Dispute that remain unresolved to expert determination by notice to Party B (**Notice of Dispute**).
- (c) **(Requirements of Notice)** The Notice of Dispute must:
- (i) be in writing;
  - (ii) state that it is a Notice of Dispute under clause 2.2(b) of part B of this Schedule A8; and
  - (iii) include or be accompanied by reasonable particulars of those parts of the Dispute including:
    - (A) references to any:
      - (aa) provisions of this deed; and
      - (bb) acts or omissions of any person, relevant to the Dispute;
    - (B) the relief sought and the basis for claiming the relief sought; and
    - (C) include copies of, or relevant extracts from, any documents in support of the claim.

2.3 **Expert determination**

- (a) **(Expert determination in accordance with Rules)** Any Dispute which is referred to expert determination under clause 2.2(b) of part B of this Schedule A8 will be conducted in accordance with the Resolution Institute's Expert Determination Rules, as modified by Annexure 1 of this Schedule A8.
- (b) **(Provision of information)** Both parties must promptly make available to the Expert all such additional information, access to the Construction Site and other relevant places and all appropriate facilities, as the Expert may require for the purposes of making a determination on the Dispute.
- (c) **(Exclusion of Proportionate liability regime)** The parties agree that, to the extent permitted by law:
  - (i) the powers conferred and restrictions imposed on a court by Part 4 of the *Civil Liability Act 2002* (NSW) are not conferred on the Expert; and



- (ii) the Expert has no power to make a binding or non-binding determination or any award in respect of a Dispute by applying or considering the provisions of Part 4 of the *Civil Liability Act 2002 (NSW)* (and any equivalent statutory provisions in any other state or territory) which might, in the absence of this provision, have applied to any Dispute referred to expert determination.
- (d) **(Expert to give determination)** Within 50 Business Days after the Expert has been appointed, or within such other period as may be proposed by the Expert and approved by both parties, the Expert must give its determination in writing, which must be reasoned and must state that it is given under this clause 2.3 of part B of this Schedule A8. The determination will be immediately binding on both parties, who must give effect to it unless and until it is revised, overturned or otherwise changed in an amicable settlement or a court judgment or an arbitral award made in court proceedings or an arbitration pursuant to part B of this Schedule A8.

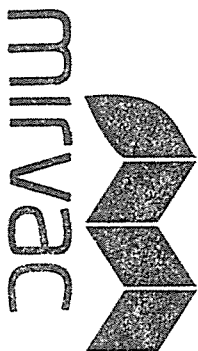
#### 2.4 Notice of dissatisfaction

- (a) **(Notice of Dissatisfaction)** If:
  - (i) either party is dissatisfied with a determination made by an Expert under clause 2.3 of part B of this Schedule A8, then either party may, within 10 Business Days after receiving the determination, give notice to the other party of its dissatisfaction; or
  - (ii) an Expert fails to give its determination within a period of 50 Business Days after the Expert has been appointed by the parties (or within such other period as may be proposed by the Expert and approved by both parties), then either party may, within 10 Business Days after this period has expired, give a notice to the other party of its dissatisfaction,

**(Notice of Dissatisfaction).**
- (b) **(Requirements of Notice)** A Notice of Dissatisfaction issued under clause 2.4 of part B of this Schedule A8 must:
  - (i) state that it is given under clause 2.4 of part B of this Schedule A8; and
  - (ii) set out the matter in Dispute and the reason(s) for dissatisfaction.
- (c) **(Restriction on commencement of proceedings)** Neither party will be entitled to commence court proceedings or arbitration in respect of the Dispute unless a Notice of Dissatisfaction has been given in accordance with this clause 2.4 of part B of this Schedule A8.

#### 2.5 Final and binding decision

- (a) **(Determination to become binding)** If an Expert has made a determination as to a Dispute, and no Notice of Dissatisfaction has been given by either party under clause 2.4 of part B of this Schedule A8, within 10 Business Days after it received the Expert's determination, the determination will become final and binding upon both parties.
- (b) **(No challenge of binding determination)** Once a determination of an Expert has become final and binding under clause 2.5(a) of part B of this Schedule A8, neither party will be entitled to challenge the determination on any basis.

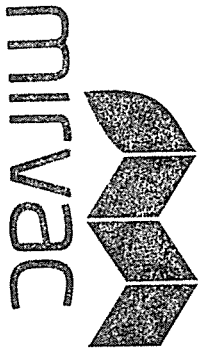


## 2.6 Litigation or arbitration

- (a) **(Principal's Representative's discretion)** The Principal's Representative (in its absolute discretion) may within 5 Business Days after issuing or receiving a Notice of Dissatisfaction issue a notice to the WL Developer stating that the Dispute is to be determined by litigation pursuant to court proceedings.
- (b) **(Failure to issue notice)** If the Principal's Representative does not issue such a notice within the 5 Business Day period, the Dispute will be referred to arbitration.

## 2.7 Arbitration rules

- (a) **(ACICA Arbitration Rules)** Any arbitration conducted in relation to a Dispute will be conducted in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration known as the ACICA Arbitration Rules.
- (b) **(Seat in Sydney)** The seat of the arbitration will be Sydney, Australia.
- (c) **(Arbitration in English)** The language of the arbitration will be English.
- (d) **(Purpose and conduct)** The parties agree that:
  - (i) they have chosen arbitration for the purposes of achieving a just, quick and cost-effective resolution of any Dispute;
  - (ii) any arbitration conducted pursuant to this clause will not necessarily mimic court proceedings and the practices of those courts will not regulate the conduct of the proceedings before the arbitral tribunal; and
  - (iii) in conducting the arbitration, the arbitral tribunal must take into account the matters set out above, particularly in deciding issues such as:
    - (A) the number of written submissions that will be permitted;
    - (B) where appropriate, the length of written submissions;
    - (C) the extent of document discovery permitted, if any;
    - (D) the consolidation of proceedings, when requested;
    - (E) the joinder of parties, when requested;
    - (F) the length of any hearing, if any; and
    - (G) the number of experts, if any, each party is permitted to appoint.
- (e) **(Arbitrator's powers)** The parties agree that:
  - (i) subject to clause 2.8 of part B of this Schedule A8, the arbitral tribunal will have the power to grant all legal, equitable and statutory remedies, except punitive damages; and
  - (ii) section 24 of the *International Arbitration Act 1974* (Cth) will apply in an international arbitration context.
- (f) **(Joinder)** The arbitral tribunal has the power, on the application of any party to this arbitration agreement, to allow a third party who the arbitral tribunal considers has a sufficient interest in the outcome of the arbitration to be joined in the arbitration as a party. Each party hereby consents to such joinder. In the event of





such joinder of parties in the arbitration, the arbitral tribunal has the power to make a single final award, or separate awards, in respect of all parties so joined in the arbitration.

- (g) **(Award is final and binding)** Any award of the arbitral tribunal will be final and binding upon the parties.
- (h) **(Governing law)** This arbitration agreement will be governed by and must be construed according to the laws applying in New South Wales.

**2.8 Exclusion from determination or award**

- (a) **(Exclusion of proportionate liability regime)** The powers conferred and restrictions imposed on a court by Part 4 of the *Civil Liability Act 2002* (NSW) are not conferred on an arbitral tribunal appointed in accordance with part B of this Schedule A8.
- (b) **(Arbitral tribunal may not apply Part 4)** The arbitral tribunal has no power to make a binding or non-binding determination or any award in respect of a claim by applying or considering the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provisions in any other state or territory) which might, in the absence of this provision, have applied to any Dispute referred to the arbitral tribunal.

**2.9 Payments**

The Principal may withhold payment of that part of any amount which is the subject of a Dispute.

**2.10 WL Developer to continue performing obligations**

Despite the existence of any Dispute, the WL Developer must:

- (a) continue to procure the MQD Works; and
- (b) perform its other obligations under this deed.

**2.11 Urgent relief**

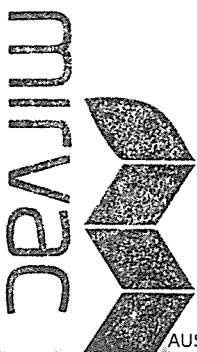
Nothing in this clause 2 of part B of this Schedule A8 will prejudice:

- (a) the right of a party to seek urgent injunctive or declaratory relief from a court; or
- (b) the Principal from making an application to the court pursuant to sections 415E, 434K and 451F of the Corporations Act, when enacted, or an equivalent provision under any Law.

**2.12 Dispute under related contracts**

The parties acknowledge and agree that:

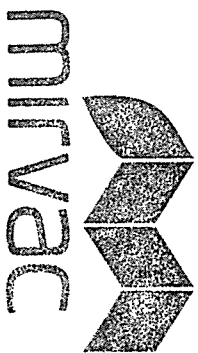
- (a) the provisions of part B of this Schedule A8 will not apply to any dispute, difference, controversy or claim between:
  - (i) the parties which is to be resolved under a Cooperation and Integration Deed; or



- (ii) one or both of the parties and the Independent Certifier (Social Housing) which is to be resolved under the provisions of the Independent Certifier Deed (Social Housing); and
- (b) the parties will be bound by the outcome of any dispute, difference, controversy or claim between the parties which is resolved pursuant to a Cooperation and Integration Deed.

**2.13 Survive termination**

This part B of this Schedule A8 will survive termination of this deed.



**ANNEXURE 1: Modification to the Expert Determination Rules**

Pursuant to Rule 4(2)(b) of the Resolution Institute Expert Determination Rules (**Rules**), the parties agree to modify the application of the Rules as follows:

Modifications are underlined or struck out.

**RULE 1 Definitions**

'Business Days' means any day in New South Wales other than a Saturday, Sunday or public holiday or 27, 28, 29, 30 or 31 December.

'IDAR Panel Agreement' means the agreement titled "Independent Dispute Avoidance and Resolution Panel Agreement" between the Principal, the Members, the WL Developer, and any other party that accedes to the agreement from time to time.

'Member' has the meaning given in the IDAR Panel Agreement.

'Relevant Proportionate Liability Legislation' means:

- (a) Part IV of the Civil Liability Act 2002 (NSW);
- (b) Part IVAA of the Wrongs Act 1958 (Vic);
- (c) Chapter 2, Part 2 of the Civil Liability Act 2003 (Qld);
- (d) Part 1F of the Civil Liability Act 2002 (WA);
- (e) the Proportionate Liability Act 2005 (NT);
- (f) Chapter 7A of the Civil Law (Wrongs) Act 2002 (ACT);
- (g) Part 3 of the Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001 (SA);
- (h) Part 9A of the Civil Liability Act 2002 (Tas); and
- (i) any Regulations enacted pursuant to the Acts listed in (a)-(h) above.

"Relevant Security of Payment Legislation" means:

- (a) the Building and Construction Industry Security of Payment Act 1999 (NSW);
- (b) the Building and Construction Industry Security of Payment Act 2002 (Vic);
- (c) the Building and Construction Industry Payments Act 2004 (Qld);
- (d) the Construction Contracts Act 2004 (WA);
- (e) the Construction Contracts (Security of Payment) Act 2004 (NT);
- (f) the Building and Construction Industry (Security of Payment) Act 2009 (ACT);
- (g) the Building and Construction Industry Security of Payment Act 2009 (SA);
- (h) the Building and Construction Industry Security of Payment Act 2009 (Tas); and
- (i) any Regulations enacted pursuant to the Acts listed in (a)-(h) above.

'Subject-Matter Expert' means those persons listed in Schedule 3 to the IDAR Panel Agreement.

'MOD PDA' means the deed titled "Waterloo Integrated Station Development - Metro Quarter Development Project Delivery Agreement (Contract No: 503)" between the Principal and the WL Developer dated [insert].

**RULE 2 Appointment of the Expert**

1. Unless otherwise agreed in writing by the parties, the Process shall be conducted:
  - a. if the Notice of Dispute is given before the Station Date of Completion:
    - i. by a Member or a Subject-Matter Expert ~~person~~ agreed between the parties; or
    - ii. if the parties are unable to agree on the identity of the person to be appointed within 3 Business Days of Party A giving Party B a Notice of Dispute, by a Member or a Subject Matter Expert ~~person~~ nominated by ~~Resolution Institute~~ the Australian Centre for International Commercial Arbitration (ACICA),  
who accepts appointment as Expert.
  - b. if the Notice of Dispute is given after the Station Date of Completion:
    - i. by a person agreed between the parties; or
    - ii. if the parties are unable to agree on the identity of the person to be appointed within 3 Business Days of Party A giving Party B a Notice of Dispute, by a person nominated by ACICA, [Note: "Notice of Dispute" is defined in Rule A1(2) of the Expert Determination Rules.]  
who accepts appointment as Expert.

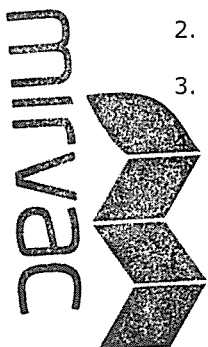
2. Rule 2.2 is deleted in its entirety.
3. [no modification]
4. [no modification]
5. [no modification]

**RULE 3 Agreement to be bound**

1. [no modification]
2. Rule 3.2 is deleted in its entirety.

**RULE 5 Role of the Expert**

1. The Expert shall determine the Dispute as an expert in accordance with these Rules, the MOD PDA, the requirements of procedural fairness and according to law.
2. [no modification]
3. [no modification]
- a. The Expert shall be independent of, and act fairly and impartially as between the parties, giving each party a reasonable opportunity of putting its case and dealing with that of any opposing party, and a reasonable opportunity to make submissions on the conduct of the Process.



- b. The Expert must take all reasonable steps to avoid any conflict of interest, potential conflict of interest or other circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly and impartially in relation to the Dispute.
- c. If at any time during the Process, the Expert becomes aware of any circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly or impartially in relation to the Dispute, the Expert must inform the parties immediately.
- d. The Expert's mandate will be terminated 7 days after the notice is provided by the Expert under Rule 5.4(c), unless the parties agree otherwise.

**5. [NO MODIFICATION]**

**RULE 9 Conduct of the Process**

- 1. [no modification]
- 2. [no modification]
- 3. ~~If the parties agree in writing (in the Agreement or otherwise), that the procedure in Schedule B shall~~ will apply.
- 4. The rules of evidence do not apply to the Process.

**RULE 10 The Expert's Determination**

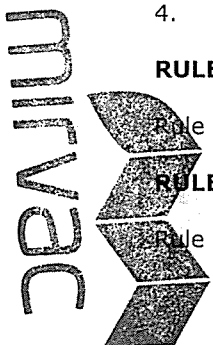
- 1. ~~As soon as reasonably practicable after receiving the submissions and evidentiary material from the parties pursuant to Rule 9, the Expert shall determine the Dispute between the parties and notify such determination in writing to the parties~~ within the time period specified in the MOD PDA.
- 2. [no modification]
- 3. ~~Subject to any rule of law or equity or written agreement of the parties to the contrary, Unless otherwise agreed by the parties, the Expert's determination;~~
  - a. may include for the payment of interest on any monetary sum determined, in such amount as the Expert considers reasonable;
  - b. must allow for any amount already paid to a party under or for the purposes of any Relevant Security of Payment Legislation;
  - c. may make such orders as he or she considers appropriate for the restitution of any amount so paid, and such other orders as he or she considers appropriate; and
  - d. to the extent permitted by law, will not apply or have regard to the provisions of any Relevant Proportionate Liability Legislation.
- 4. [no modification]

**RULE 12 Waiver of Right to Object**

~~Rule 12 is deleted in its entirety.~~

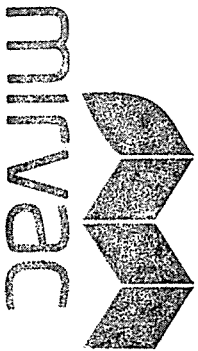
**RULE 14 Extension of Limitation Period**

~~Rule 14 is deleted in its entirety.~~



**SCHEDULE B**

1. The reference to "twenty one (21) days" is replaced by "ten Business Days".
2. The reference to "twenty one (21) days" is replaced by "twenty Business Days".
3. The reference to "twenty one (21) days" is replaced by "five Business Days".
4. [no modification]
5. [no modification]
6. [no modification]
7. [no modification]
8. [no modification]



**SCHEDULE A9. – DESIGN DEVELOPMENT PROCEDURE**

(Clause 4)

**1. WL DEVELOPER APPLICATION DESIGN DOCUMENTATION****1.1 Submission**

The WL Developer must submit to the Principal's Representative and, in relation to any Social Housing Works, the Independent Certifier (Social Housing), each of the WL Developer Application Design Documentation packages at least [REDACTED] before the date that the WL Developer intends to lodge the relevant WL Developer Application with the Consent Authority.

**1.2 Principal's right to review**

The Principal's Representative may, within [REDACTED] after receiving the WL Developer Application Design Documentation submitted pursuant to clause 1.1 of this Schedule A9:

- (a) **(Principal's Representative may review)** review the WL Developer Application Design Documentation; and
- (b) **(notification of non-compliance)** notify the WL Developer in writing if it considers that the WL Developer Application Design Documentation does not comply with the Principal Project Requirements (other than the Social Housing Requirements), together with details of the non-compliance.

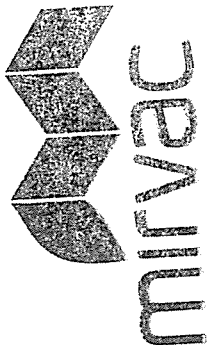
**1.2A Review by the Independent Certifier (Social Housing)**

The Independent Certifier (Social Housing) must, within [REDACTED] of receipt of the WL Developer Application Design Documentation for the Social Housing Works submitted pursuant to clause 1.1 of this Schedule A9:

- (a) **(review)** review the WL Developer Application Design Documentation; and
- (b) **(notification of non-compliance)** notify the Principal, the WL Developer and LAHC in writing if it considers that the WL Developer Application Design Documentation does not comply with the Social Housing Requirements, together with details of the non-compliance.

**1.3 Non-compliance of WL Developer Application Design Documentation**

- (a) **(WL Developer to amend or respond)** If the Principal's Representative notifies the WL Developer under clause 1.2(b) of this Schedule A9 that the WL Developer Application Design Documentation does not comply with the Principal Project Requirements or the Independent Certifier (Social Housing) notifies the Principal, the WL Developer and LAHC under clause 1.2A(b) that the WL Developer Application Design Documentation for the Social Housing Works does not comply with the Social Housing Requirements, the WL Developer must:
  - (i) promptly amend the WL Developer Application Design Documentation to address the non-compliance with the Principal Project Requirements and resubmit it to the Principal's Representative and, where applicable, the Independent Certifier (Social Housing), in which case the process in clause 1 of this Schedule A9 will re-apply to the amended elements of the WL Developer Application Design Documentation, save that the [REDACTED]



■■■■ review period referred to in clause 1.2 or clause 1.2A (as relevant) of this Schedule A9 will be:

(A) ■■■■ if the WL Developer has taken ■■■■ or less to re-submit the Design Documentation; or

(B) ■■■■, if the WL Developer has taken more than ■■■■ to re-submit the Design Documentation; or

(ii) provide the Principal's Representative and, where applicable, the Independent Certifier (Social Housing), with a notice setting out its objection to the Principal's Representative's notice provided under clause 1.2(b) of this Schedule A9 or the Independent Certifier (Social Housing)'s notice provided under clause 1.2A(b) of this Schedule A9, together with its reasons.

(b) **(Parties must meet)** If the WL Developer issues a notice to the Principal's Representative or the Independent Certifier (Social Housing) under clause 1.3(a)(ii) of this Schedule A9, the parties must meet to seek to resolve the disagreement.

2. **FINAL STAGE DESIGN DOCUMENTATION**

2.1 **Submission**

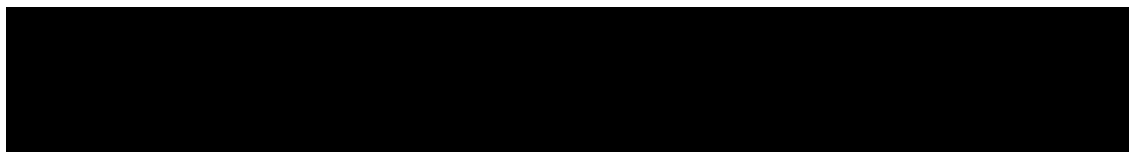
(a) **(Submission)** The WL Developer must submit the relevant Final Stage Design Documentation in respect of a Separable Portion to:

(i) the Principal's Representative; or

(ii) where the relevant Final Stage Design Documentation is for Social Housing Works, the Principal's Representative and the Independent Certifier (Social Housing),

after the Acceptable Detailed SSD Consent has been issued and at least ■■■■ before the WL Developer intends for construction of the relevant MQD Works in that Separable Portion to commence.

(b) **(Progressive submission)** The Final Stage Design Documentation may be prepared by the WL Developer and submitted to the Principal's Representative and, where applicable, the Independent Certifier (Social Housing) pursuant to clause 2.1(a) of this Schedule A9 progressively. The provisions of this clause 2 of this Schedule A9 apply separately to each package of the Final Stage Design Documentation submitted by the WL Developer pursuant to clause 2.1(a) of this Schedule A9.



2.2 **Principal's right to review**

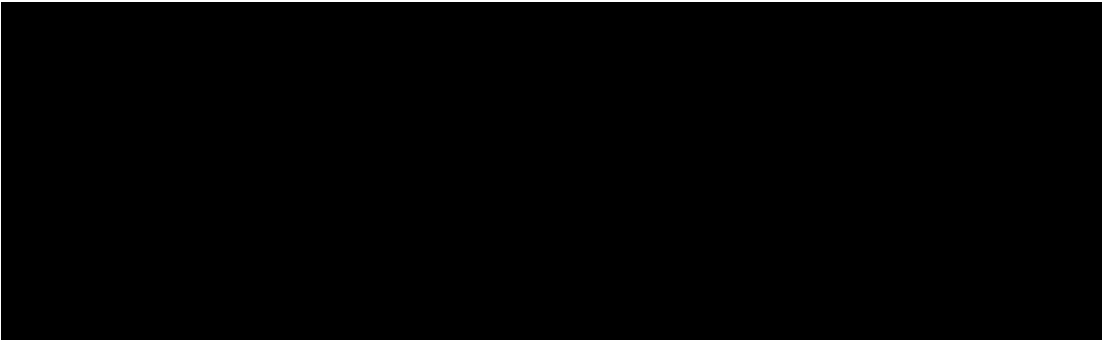
The Principal's Representative may, within 20 Business Days of receipt of the Final Stage Design Documentation ■■■■ submitted pursuant to clause 2.1 of this Schedule A9:

(a) **(Principal may review)** review the Final Stage Design Documentation ■■■■





- (b) **(Principal may reject or not reject Final Stage Design Documentation)** by notice to the WL Developer, either:
  - (i) reject the Final Stage Design Documentation (with detailed reasons) if it considers that the Final Stage Design Documentation:
    - (A) does not comply with the Principal Project Requirements (other than the Social Housing Requirements); or
    - (B) [REDACTED]
  - (ii) confirm that the Final Stage Design Documentation is not rejected; and



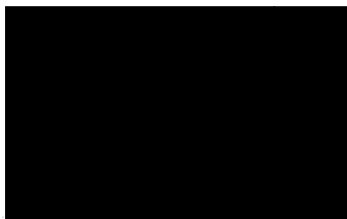
2.2A **Review by the Independent Certifier (Social Housing)**

The Independent Certifier (Social Housing) must, within 20 Business Days of receipt of the Final Stage Design Documentation for the Social Housing Works submitted pursuant to clause 2.1 of this Schedule A9 review such Final Stage Design Documentation and either:

- (a) **(Rejection)** reject the Final Stage Design Documentation for the Social Housing Works by giving written notice to the Principal, the WL Developer and LAHC if the Independent Certifier (Social Housing) considers that the relevant Final Stage Design Documentation does not comply with the Social Housing Requirements (with detailed reasons); or
- (b) **(Certification)** issue a Certificate of Design Compliance (Social Housing) in the form set out in Schedule B11 (*Certificate of Design Compliance (Social Housing)*) if the Independent Certifier (Social Housing) considers that the relevant Final Stage Design Documentation complies with the Social Housing Requirements.

2.3 **Rejection of Final Stage Design Documentation**

- (a) **(WL Developer to amend or respond)** If the Principal's Representative gives the WL Developer a notice under clause 2.2(b)(i) or clause 2.2(c)(i) of this Schedule A9, the WL Developer must:
  - (i) promptly amend the Final Stage Design Documentation [REDACTED] [REDACTED] to address the non-compliance with the Principal Project Requirements and resubmit it to the Principal's Representative, in which case the process in this clause 2 of this Schedule A9 will re-apply to the amended elements of the Final Stage Design Documentation [REDACTED] [REDACTED] save that the [REDACTED] review period referred to in clause 2.2 of this Schedule A9 will be:



[REDACTED], if the WL Developer has taken 5 Business Days or less to re-submit the Design Documentation; or

- (B) [REDACTED], if the WL Developer has taken more than 5 Business Days to re-submit the Design Documentation; or
  - (ii) provide the Principal's Representative with a notice setting out its objection to the Principal's Representative's notice under clause 2.2(b)(i) or clause 2.2(c)(i) of this Schedule A9, together with its reasons.
- (b) **(Parties must meet)** If the WL Developer issues a notice to the Principal's Representative under clause 2.3(a)(ii) of this Schedule A9, the parties must meet to seek to resolve the disagreement.

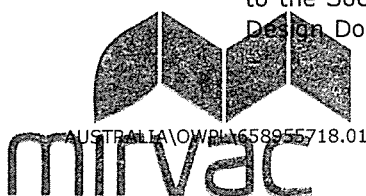
2.4 **Rejection of Final Stage Design Documentation by the Independent Certifier (Social Housing)**

- (a) **(WL Developer to amend or respond)** If the Independent Certifier (Social Housing) gives the Principal, the WL Developer and LAHC a notice under clause 2.2A(a) of this Schedule A9, the WL Developer must:
- (i) promptly amend the Final Stage Design Documentation to address the non-compliance with the Social Housing Requirements and resubmit it to the Principal's Representative and the Independent Certifier (Social Housing), in which case the process in this clause 2 of this Schedule A9 will re-apply to the amended elements of the Final Stage Design Documentation, save that the [REDACTED] review period referred to in clause 2.2A will be:
    - (A) [REDACTED] if the WL Developer has taken 5 Business Days or less to re-submit the Design Documentation; or
    - (B) [REDACTED] if the WL Developer has taken more than 5 Business Days to re-submit the Design Documentation; or
  - (ii) provide the Principal's Representative, LAHC and the Independent Certifier (Social Housing) with a notice setting out its objection to the Independent Certifier (Social Housing)'s notice under clause 2.2A(a) of this Schedule A9, together with its reasons.
- (b) **(Parties must meet)** If the WL Developer issues a notice to the Principal's Representative, LAHC and the Independent Certifier (Social Housing) under clause 2.4(a)(ii) of this Schedule A9, the parties, LAHC and the Independent Certifier (Social Housing) must meet to seek to resolve the disagreement.

3. **OTHER LEVELS OF MQD DESIGN DOCUMENTATION**

3.1 **Submission**

- (a) **(WL Developer to submit)** The Principal's Representative may, pursuant to clause 4.4(a) (*Submission of MQD Design Documentation*), request that the WL Developer submit to the Principal's Representative and, in relation to the Social Housing Works, the Independent Certifier (Social Housing), the Interim Stage Design Documentation in respect of each Separable Portion when such documentation is at the 50% level of completed design and at the 75% level of completed design.
- (b) **(WL Developer may submit)** If the Principal's Representative does not issue a request pursuant to clause 4.4(a) (*Submission of MQD Design Documentation*), the WL Developer may elect to submit to the Principal's Representative and, in relation to the Social Housing Works, the Independent Certifier (Social Housing), the MQD Design Documentation but only when the Interim Stage Design Documentation for



each Separable Portion is at least at the 50% level of completed design and the 75% level of completed design.

- (c) **(Progressive submission)** The MQD Design Documentation referred to in clause 3.1(a) of this Schedule A9 may be prepared by the WL Developer and submitted to the Principal's Representative and, where applicable, the Independent Certifier (Social Housing), pursuant to clause 3.1(a) or clause 3.1(b) of this Schedule A9 (as applicable) progressively.
- (d) **(Separate application)** The provisions of this clause 3 of this Schedule A9 apply separately to each package of the MQD Design Documentation submitted by the WL Developer pursuant to clause 3.1(a) or clause 3.1(b) of this Schedule A9.

### 3.2 Principal's right to review

The Principal's Representative may, within [REDACTED] after receipt of the relevant level of Interim Stage Design Documentation submitted pursuant to clause 3.1 of this Schedule A9:

- (a) **(Principal's Representative may review)** review the Final Stage Design Documentation; and
- (b) **(notification of non-compliance)** notify the WL Developer in writing if it considers that the Interim Stage Design Documentation does not comply with the Principal Project Requirements (other than the Social Housing Requirements), together with details of the non-compliance.

### 3.2A Review by the Independent Certifier (Social Housing)

The Independent Certifier (Social Housing) must, within [REDACTED] of receipt of the relevant level of Interim Stage Design Documentation for the Social Housing Works submitted pursuant to clause 3.1 of this Schedule A9:

- (a) **(review)** review the Interim Stage Design Documentation; and
- (b) **(notification of non-compliance)** notify the Principal, the WL Developer and LAHC in writing if it considers that the Interim Stage Design Documentation does not comply with the Social Housing Requirements, together with details of the non-compliance.

### 3.3 Non-compliance of Interim Stage Design Documentation

If the Principal's Representative notifies the WL Developer under clause 3.2(b) of this Schedule A9 that the relevant Interim Stage Design Documentation does not comply with the Principal Project Requirements or the Independent Certifier (Social Housing) notifies the Principal, the WL Developer and LAHC under clause 3.2A(b) that the relevant Interim Stage Design Documentation for the Social Housing Works does not comply with the Social Housing Requirements:

- (a) **(WL Developer to respond)** the WL Developer:
  - (i) must within [REDACTED] after receiving such notice, give the Principal's Representative a written response:
    - (A) which explains how the WL Developer will address the non-compliance with the Principal Project Requirements in sufficient detail to satisfy the Principal's Representative and, where applicable, the Independent Certifier (Social Housing), that compliance with the Principal Project Requirements will be achieved prior to submitting

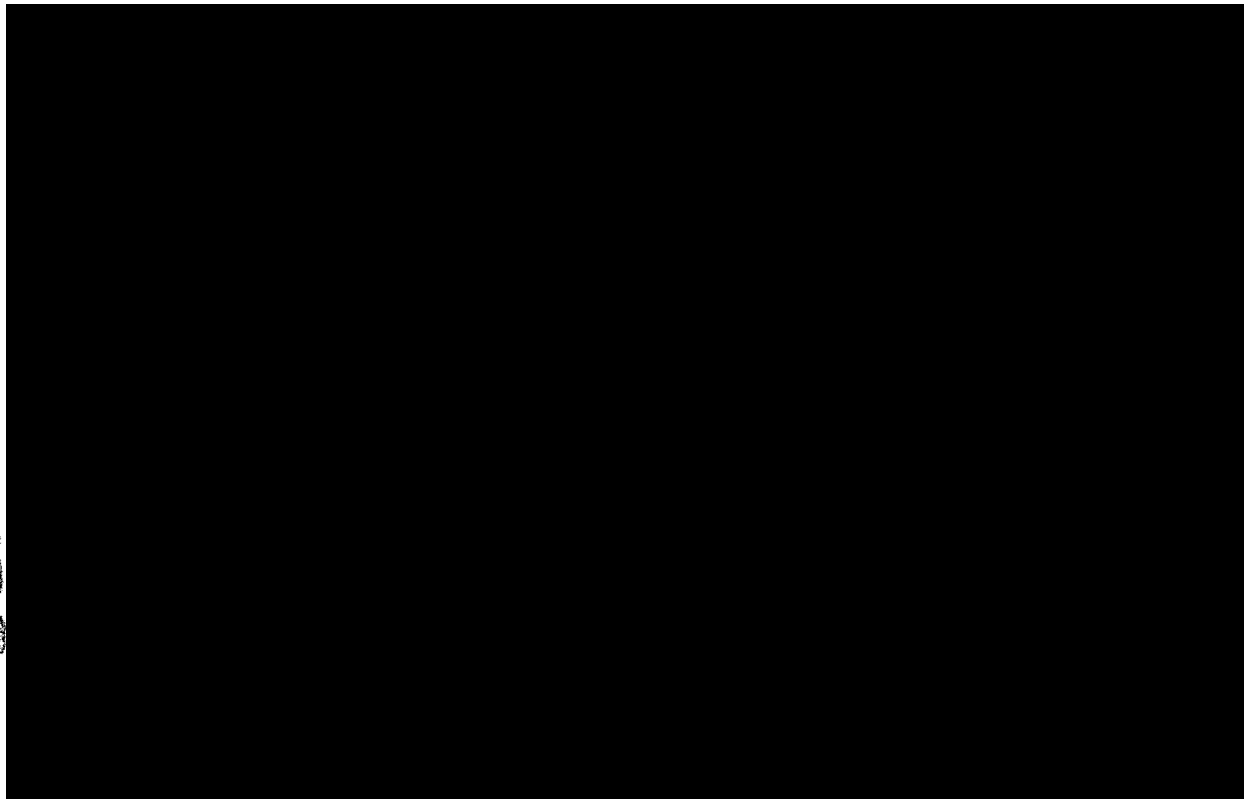
the Final Stage Design Documentation under clause 2.1 of this Schedule A9; or

- (B) provide the Principal's Representative and, where applicable, the Independent Certifier (Social Housing), with a notice setting out its objection to the Principal's Representative's notice under clause 3.2(b) of this Schedule A9 or the Independent Certifier (Social Housing)'s notice under clause 3.2A(b) of this Schedule A9, together with its reasons; and
- (ii) must prior to or when it submits the Final Stage Design Documentation under clause 2.1 of this Schedule A9, give the Principal's Representative and, where applicable, the Independent Certifier (Social Housing), a written statement which explains how the Principal Project Requirements non-compliance has been or, if the statement is submitted prior to the Final Stage Design Documentation, will be addressed; and
- (b) (**parties must meet**) if the WL Developer issues a notice under clause 3.3(a)(i)(B) of this Schedule A9, the relevant parties must meet to seek to resolve the disagreement.

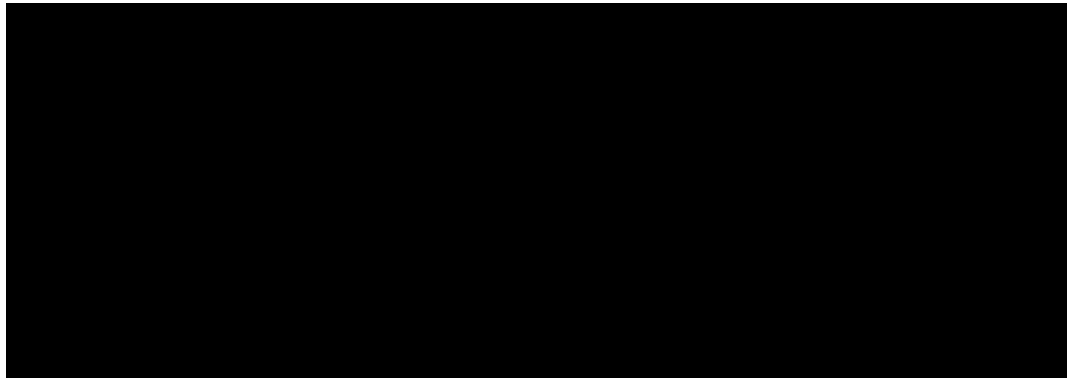
4. **GENERAL**

4.1 **Commencement of review period**

The review periods in clause 1.2, clause 1.2A, clause 2.2, clause 2.2A, clause 3.2 and clause 3.2A of this Schedule A9 do not commence until such time as the WL Developer has provided the Principal's Representative and, where applicable, the Independent Certifier (Social Housing) with a full and complete copy of the relevant package of MQD Design Documentation such that it contains sufficient information to allow the Principal's Representative and, where applicable, the Independent Certifier (Social Housing), to review the MQD Design Documentation in accordance with this deed.



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(c) **(Resubmission of Design Documentation [REDACTED])**  
If:

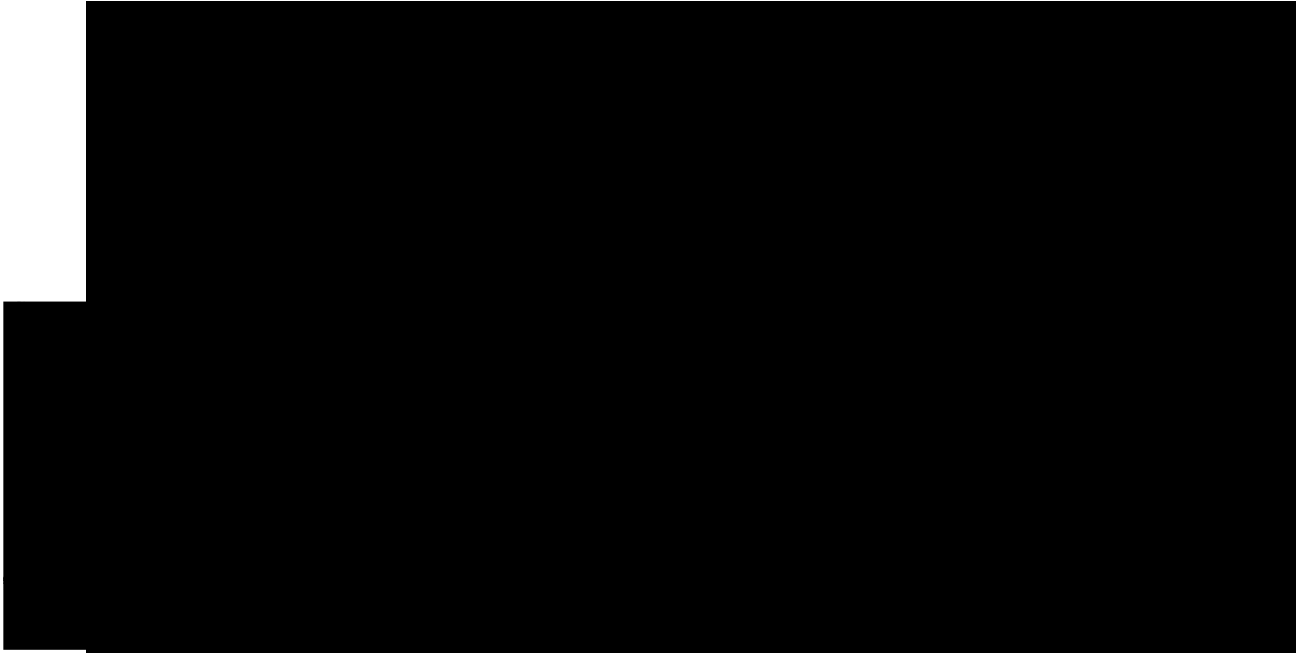
(i) the relevant parties reach resolution under clause 1.3(b), clause 2.3(b) or clause 2.4(b) of this Schedule A9 and the WL Developer is required to resubmit any MQD Design Documentation [REDACTED]; or

(ii) it is finally determined in accordance with the Dispute Procedure that the WL Developer is required to resubmit any MQD Design Documentation or the [REDACTED],

then:

(iii) the WL Developer must promptly amend and re-submit the relevant non-compliant element of the MQD Design Documentation [REDACTED] to the Principal's Representative in accordance with clause 4.4 (*MQD Design Documentation*); and

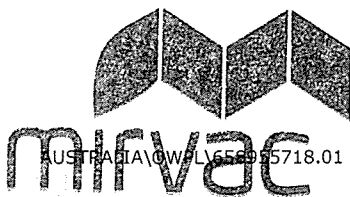
(iv) the process in clause 1.3(a)(i), clause 2.3(a)(i) or clause 2.4(a)(i) (as the case may be) of this Schedule A9 will re-apply to the amended element of the MQD Design Documentation [REDACTED].





6. **DISPUTE RESOLUTION**

If the WL Developer or the Principal does not agree with a notice or decision of the Independent Certifier (Social Housing) under this Schedule A9, the WL Developer or the Principal may refer the matter for dispute resolution in accordance with clause 13 of the Independent Certifier Deed (Social Housing) provided that such a disagreement referred to in this clause 6 of this Schedule A9 constitutes a Dispute (as defined under the Independent Certifier Deed (Social Housing)).



**SCHEDULE A10. – NGER LEGISLATION**

(Clause 6.8)

**1. NGER LEGISLATION****1.1 Definitions**

In this Schedule A10:

**Emissions and Energy Data** means any other data, information, records and reports:

- (a) of the type that a registered corporation or any other person is required by the NGER Legislation to keep or to provide to the Clean Energy Regulator concerning greenhouse gas emissions, energy production or energy consumption;
- (b) of the type that a registered corporation or any other person is entitled to provide to the Clean Energy Regulator under the NGER Legislation concerning reduction of greenhouse gas emissions, removal of greenhouse gases or offsets of greenhouse gas emissions from any greenhouse gas project; and
- (c) concerning environmental emissions or energy production, use, consumption or efficiency of the type that any person is required by any other Law to keep or to provide to any Authority.

**1.2 Compliance with NGER Legislation**

The WL Developer acknowledges and agrees that:

- (a) if the MQD Works constitute a "facility" within the meaning of the NGER Legislation, then for the purposes of the NGER Legislation, it has operational control of that facility or facilities and will comply with any obligations arising in respect of the MQD Works under the NGER Legislation;
- (b) if, for the purpose of the NGER Legislation, the WL Developer is not taken to have operational control of the facility or facilities referred to in clause 1.2(a) of this Schedule A10:
  - (i) the WL Developer must comply with any obligations arising under the NGER Legislation in respect of the MQD Works as if it was the person with operational control of such facility or facilities; and
  - (ii) where section 11B(1) of the NGER Legislation applies, the WL Developer agrees that on written request by the Principal's Representative, the parties will, for the purposes of the NGER Legislation, jointly nominate the WL Developer as the person with operational control of such facility or facilities (with such nomination continuing until the completion of the MQD Works) and will do all things reasonably necessary to give effect to such nomination (including providing all relevant information and completing and executing all relevant documents and forms);
- (c) if, despite the operation of clause 1.2(a) and clause 1.2(b) of this Schedule A10, the Principal incurs, or but for this clause would incur, a liability under or in connection with the NGER Legislation as a result of or in connection with the MQD Works, and the NGER Legislation provides:
  - (i) that such liability can be transferred by the Principal to the WL Developer; or

- (ii) for a declaration or other mechanism by which the WL Developer can become the person with such liability under the NGER Legislation,

the WL Developer must, on written request by the Principal's Representative, do all things reasonably necessary to achieve such outcome (including providing all relevant information and completing and executing all relevant documents and forms);

- (d) the WL Developer must provide the WL Developer's Emissions and Energy Data to the Principal's Representative:

- (i) at such times as may be agreed by the Principal's Representative and the WL Developer, or, if no such agreement is reached, within 10 Business Days after receiving written notice from the Principal's Representative indicating that it requires the WL Developer's Emissions and Energy Data to be provided; and

- (ii) on each occasion that the WL Developer is required to provide the WL Developer's Emissions and Energy Data to an Authority under the NGER Legislation or any other applicable Law;

- (e) the Principal may use the WL Developer's Emissions and Energy Data for any purpose as it sees fit;

- (f) if, despite the operation of clause 1.2(c) of this Schedule A10, the Principal incurs a liability under or in connection with the NGER Legislation as a result of or in connection with the MQD Works:

- (i) the WL Developer must assist the Principal to comply with the NGER Legislation in relation to any aspect of the MQD Works;

- (ii) if the Principal's Representative notifies the WL Developer in writing that the WL Developer is required to provide the WL Developer's Emissions and Energy Data to the Principal's Representative, then the WL Developer must:

- (A) provide the WL Developer's Emissions and Energy Data to the Principal in the same manner, form and level of detail, based on the same methods and at the same times:

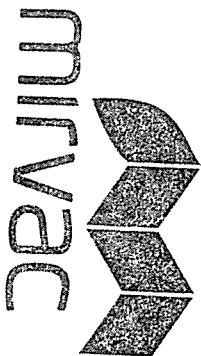
- (aa) as if the WL Developer were obliged under the NGER Legislation or any other applicable Law to provide Emissions and Energy Data to an Authority and the Principal was that Authority;

- (bb) in accordance with the requirements or approvals of any Authority and any Directions given by the Principal's Representative; and

- (cc) without limiting clause 1.2(f)(ii)(A)(aa) or clause 1.2(f)(ii)(A)(bb) of this Schedule A10, as required to enable the Principal:

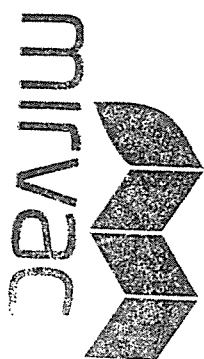
- (a) to discharge, as and when they fall due, any obligations that it may have to provide the WL Developer's Emissions and Energy Data to any Authority; and

- (b) to provide to any Authority any of the WL Developer's Emissions and Energy Data concerning any greenhouse gas project;





- (B) keep all such WL Developer's Emissions and Energy Data required to enable it to discharge its obligations under clause 1.2(f)(ii)(A) of this Schedule A10;
  - (C) retain records of its activities that are the basis of the WL Developer's Emissions and Energy Data for any financial year, for a period of not less than 7 years from the end of the year in which the relevant activities take place; and
  - (D) permit the WL Developer's Emissions and Energy Data to be examined, monitored, measured, copied, audited and verified by any persons appointed or authorised for that purpose by the Principal or any Authority, and co-operate with and provide all reasonable assistance to any such persons, including giving access to premises, plant and equipment, producing and giving access to documents (including any records kept and retained under clause 1.2(f)(ii)(B) and clause 1.2(f)(ii)(C)) of this Schedule A10 and answering questions; and
- (iii) the following applies:
- (A) the WL Developer's Emissions and Energy Data is provided to the Principal's Representative:
    - (aa) to discharge any obligations that the Principal may have to provide such Emissions and Energy Data to an Authority; and
    - (bb) so that the Principal may provide to any Authority any of the WL Developer's Emissions and Energy Data concerning any greenhouse gas project;
  - (B) the Principal may provide or otherwise disclose the WL Developer's Emissions and Energy Data to any Authority; and
  - (C) nothing in this Schedule A10 is to be taken as meaning that the Principal has agreed to perform on behalf of the WL Developer, any obligation that the WL Developer itself may have under any legislative requirement regarding the provision of Emissions and Energy Data to any Authority (including any obligation under the NGER Legislation).



**SCHEDULE A11. – PROGRESS REPORTS**

(Clauses 8.10, 20.3 and 20.6)

**1. GENERAL**

- (a) During the carrying out of the MQD Works, the WL Developer must provide regular Progress Reports and Updated WL Developer's Program to the Principal's Representative in accordance with this Schedule A11 and this deed.
- (b) Each report must be submitted electronically using the PDCS in accordance with this deed and this Schedule A11.
- (c) Where information is provided to the Principal's Representative, including for the purposes of decision making, justification or information, the WL Developer must include all associated and relevant information pertaining to the particular matter and any other information as reasonably requested by the Principal's Representative.

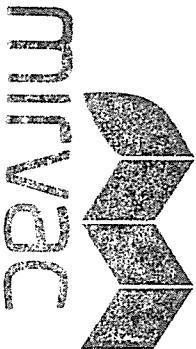
**2. PROGRESS REPORTS**

**2.1 Progress Reports - Prior to the Station Date of Completion**

- (a) Prior to the Station Date of Completion, the WL Developer must provide a monthly Progress Report to the Principal's Representative by the first Business Day of each calendar month including progress information to the 25th day of the preceding calendar month and in a dashboard format or as required by the Principal's Representative.
- (b) The Progress Report must include, address and detail the following, relevant to the MQD Works:
  - (i) each of the sections detailed in Section 4, Appendix F2 of the SWTC, excluding the following:
    - (A) Design;
    - (B) Quality;
    - (C) Risk Management;
    - (D) Environmental Management;
    - (E) not used;
    - (F) Sustainability Report;
    - (G) Program;
    - (H) Systems Engineering and Safety Assurance; and
    - (I) Workforce Development and Industry Participation.

- (ii) [REDACTED] Principal Project Requirements

A section describing, any aspect of the Design Documentation or the MQD Works, which in the opinion of the WL Developer, may give rise to a [REDACTED] [REDACTED] non-compliance with the Principal Project Requirements, including



to the extent possible, any amendment or proposal to remove the [REDACTED] or non-compliance with the Principal Project Requirements.

(iii) Design

A section covering general progress in design covering key design issues for the period of the report and for the next period.

(iv) Approvals

A section describing the status of each Approval required and key action steps for the next period.

(v) Program

A section summarising the status of the program, key changes since the previous report and key issues for the period ahead. [REDACTED]

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

(vi) Summary of delays and extensions of time

A section summarising the approved and yet to be approved extensions of time and the corresponding adjusted Milestone Dates.

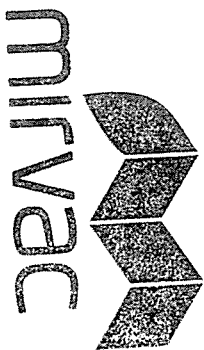
(vii) Modifications and other Delay Events entitling the WL Developer to Delay Costs

A section summarising the approved and yet to be approved Delay Costs arising from Modifications and Delay Events.

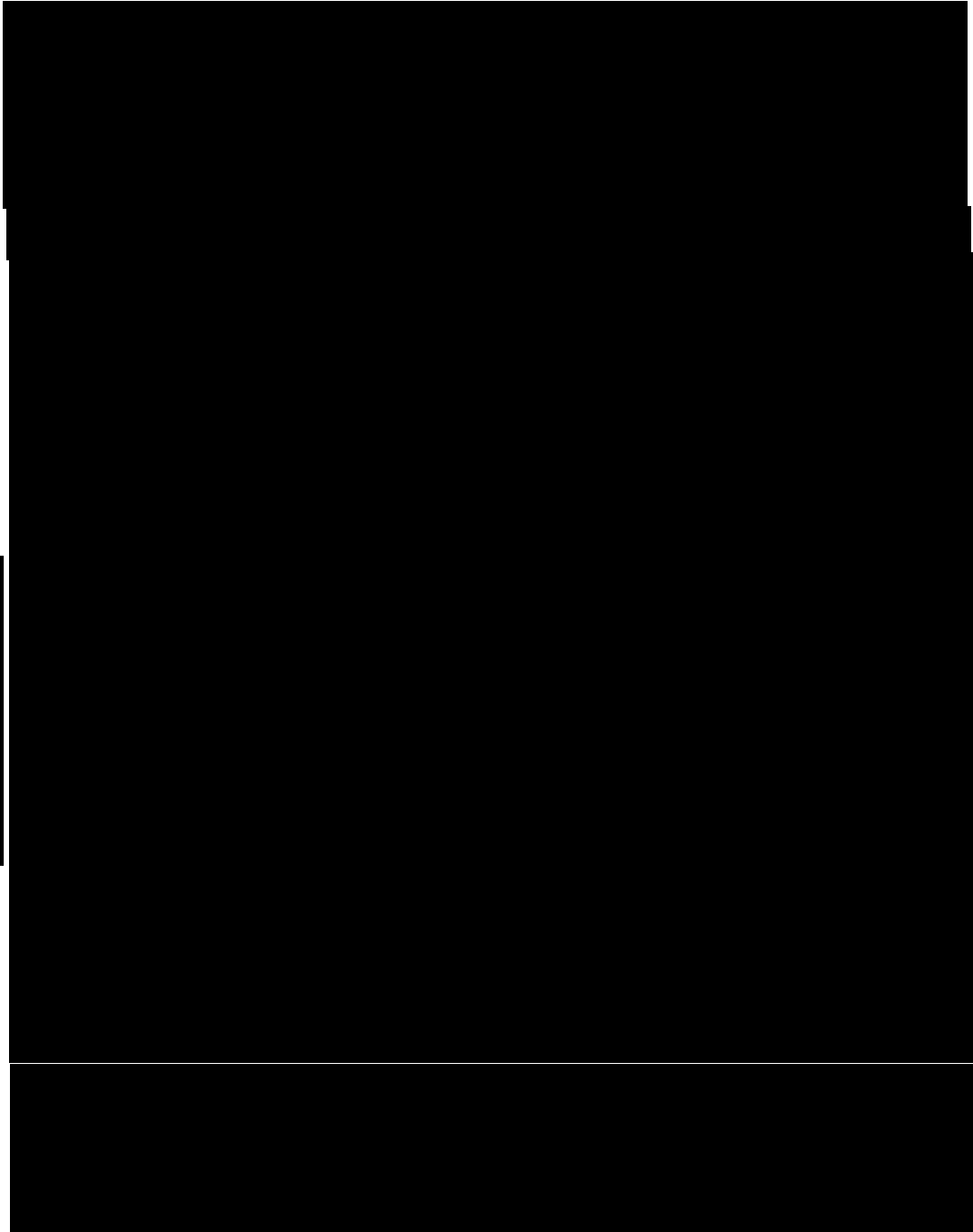
(viii) Subdivision

A section summarising the WL Developer's activities in the period of the report and for the next period to ensure compliance with:

- (A) the Subdivision Requirements under Schedule D12 (*Subdivision Requirements*) of the Station Delivery Deed and Schedule D8 (*Subdivision Requirements*) of this deed;
- (B) the Subdivision Principles under Schedule D13 (*Subdivision Principles*) of the Station Delivery Deed and Schedule D9 (*Subdivision Principles*) of this deed; and



- (C) the ISD Operations Principles under Schedule D15 (*ISD Operations Principles*) of the Station Delivery Deed.



- (c) The content for the MQD Works in a Separable Portion must be detailed out separately, but can be contained in a single Progress Report with the progress report for the Station Project Works provided by the WL Contractor under the Station Delivery Deed.

**2.2 Progress Reports – After the Station Date of Completion**

- (a) After the Station Date of Completion, the WL Developer must provide a monthly Progress Report to the Principal's Representative by the first Business Day of each calendar month including progress information to the 25th day of the preceding

calendar month and in a dashboard format or as required by the Principal's Representative.

(b) The Progress Report must include, address and detail the following, relevant to the MQD Works:

(i) Executive summary

The executive summary must summarise the key elements of each of the sections listed below in this clause 2.2 of this Schedule A11.

(ii) [REDACTED] Principal Project Requirements

A section describing any aspect of the Design Documentation or the MQD Works, which in the opinion of the WL Developer, may give rise to [REDACTED] a non-compliance with the Principal Project Requirements, including to the extent possible, any amendment or proposal to remove the [REDACTED] non-compliance with the Principal Project Requirements.

(iii) Program

A program section describing:

(A) a current four week look-ahead program in Microsoft excel format (.xlsx) and native format identifying current and upcoming MQD Works;



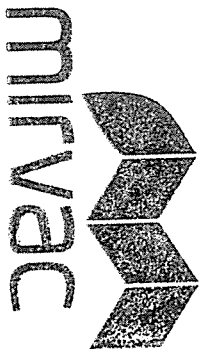
(C) any act, matter, thing or issue which has or is likely to have a material adverse effect on the progress and completion of the MQD Works, together with detailed particulars on how the WL Developer is dealing with any such issue.

(iv) Environment, health and safety

Details of any:

(A) accidents or incidents within the Construction Site;

(B) industrial action;



(C) traffic accidents recorded at the Construction Site, or any other locations affected by the MQD Works; and

(D) matters relating to the Environment which impact on or may impact on health and safety, such as noise and dust, including details evidencing compliance with all relevant Approvals and any applicable Environment Protection Licence.

(v) Stakeholder and community involvement

Post Waterloo Station operational commencement, describe and report on crisis/incident management.

(vi) Design

A section covering general progress in design covering key design issues for the period of the report and for the next period.

(vii) Approvals

A section describing the status of each Approval required and key action steps for the next period.

(viii) Summary of delays and extensions of time

A section summarising the approved and yet to be approved extensions of time and the corresponding adjusted Milestone Dates.

(ix) Modifications and other Delay Events entitling the WL Developer to Delay Costs

A section summarising the approved and yet to be approved Delay Costs arising from Modifications and Delay Events.

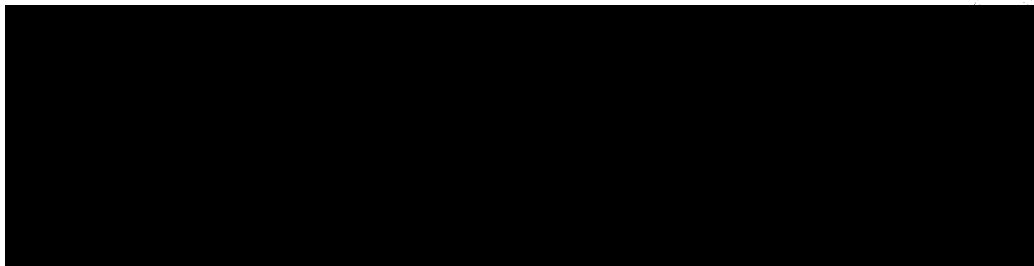
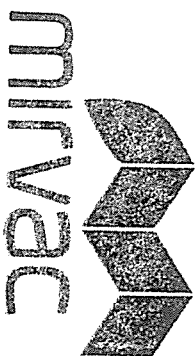
(x) Subdivision

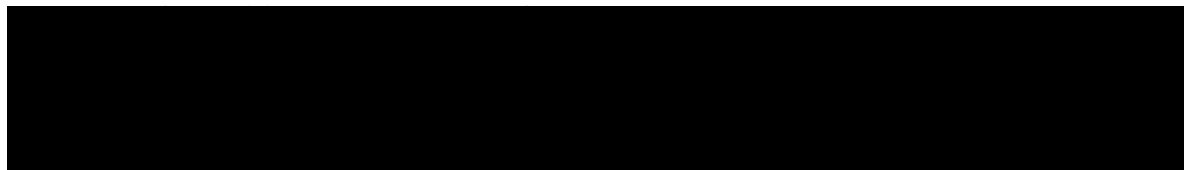
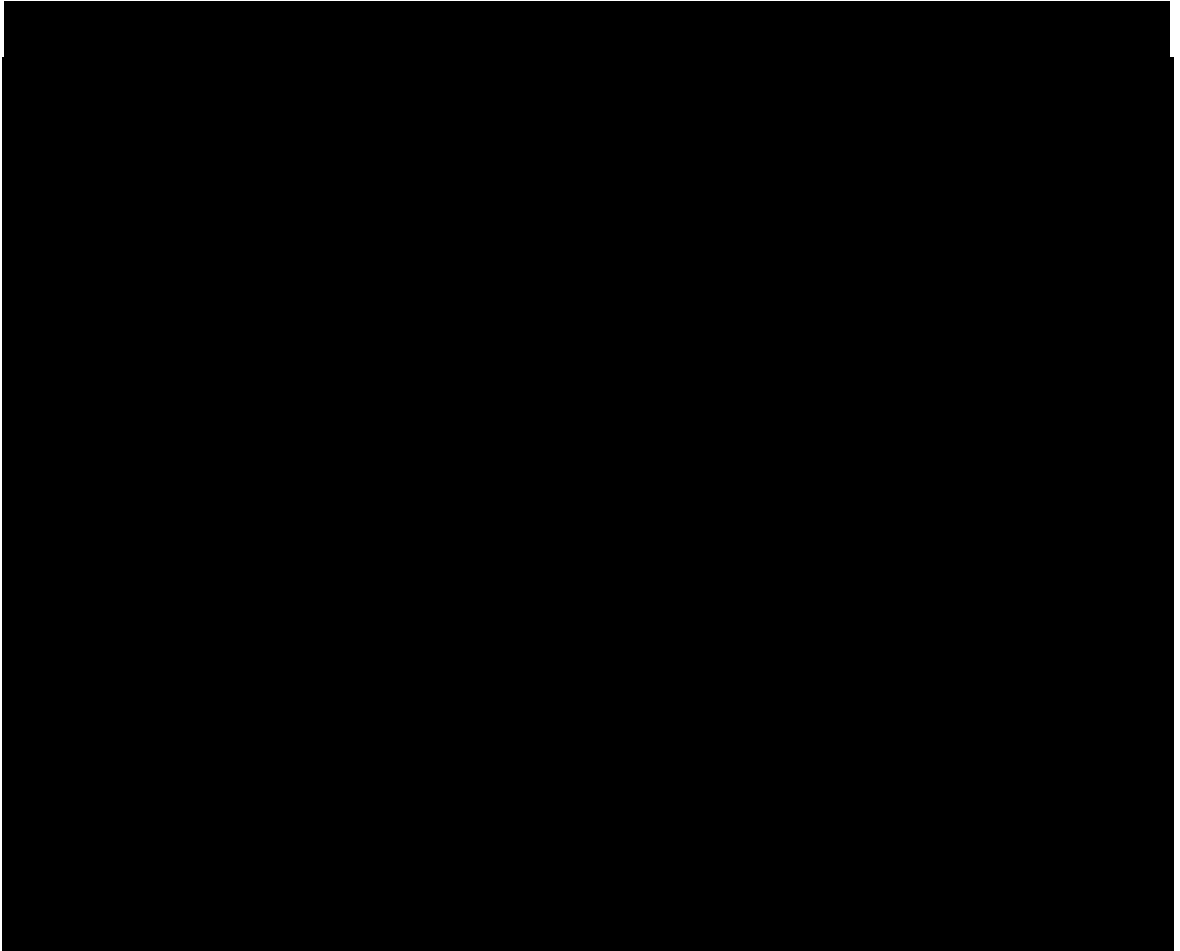
A section summarising the WL Developer's activities in the period of the report and for the next period to ensure compliance with:

(A) the Subdivision Requirements under Schedule D12 (*Subdivision Requirements*) of the Station Delivery Deed and Schedule D8 (*Subdivision Requirements*) of this deed;

(B) the Subdivision Principles under Schedule D13 (*Subdivision Principles*) of the Station Delivery Deed and Schedule D9 (*Subdivision Principles*) of this deed; and

(C) the ISD Operations Principles under Schedule D15 (*ISD Operations Principles*) of the Station Delivery Deed.

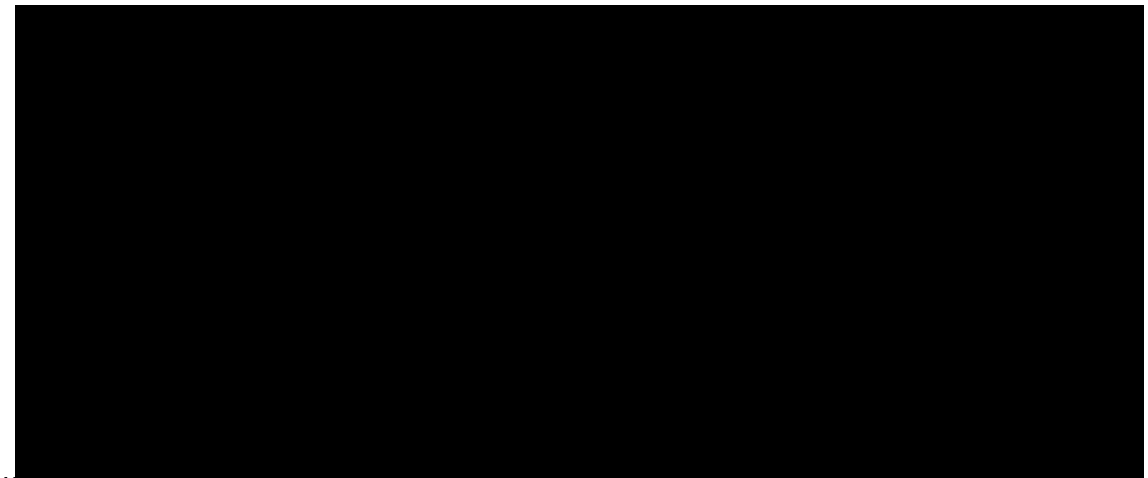
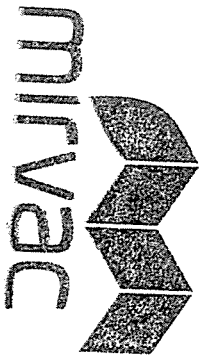


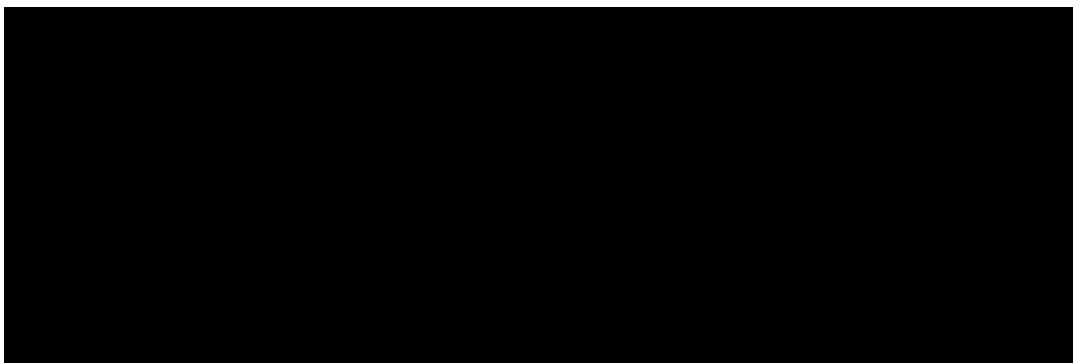


3. **WL DEVELOPER'S PROGRAM**

3.1 **Program submissions, reviews and updates**

- (a) The WL Developer's Program and updates, including the WL Developer's program section of the Progress Reports, must be submitted to the Principal's Representative for review in accordance with this deed.



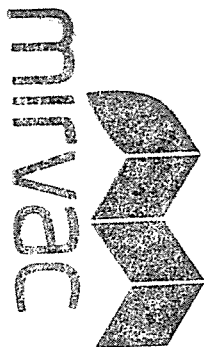


- (c) The WL Developer's Program must comply with the requirements of clause 3.2 of this Schedule A11.
- (d) The WL Developer's Program must include an accompanying written "basis of schedule" narrative which clearly describes how the WL Developer's Program has been developed which must comply with the requirements of clause 3.3 of this Schedule A11.

### 3.2 Program Requirements

The WL Developer's Program and all its subsequent submissions must meet the following requirements:

- (a) be based upon the WL Developer's Initial Program;
- (b) is a baseline program stateded appropriately or as required by the Principal's Representative;
- (c) be prepared using Oracle Primavera P6 Professional Release 8.3 or its subsequent upgraded version if permitted by the Principal's Representative;
- (d) represent the contractors plans realistically;
- (e) be practicable;
- (f) shows work activities, data and connectors including pre-construction activities that must occur ahead of Substantial Commencement;
- (g) identify the full scope of the MQD Works, including in respect of each Separable Portion, staged works and including items such as traffic management, mobilisation, site establishment, interface management, review periods etc.;
- (h) clearly identify access requirements and activities, including Construction Site access, service outages, public domain access requirements;
- (i) identify all dates in the Agreed MQD Program Dates Schedule, the award of all significant contracts and Subcontracts related to the MQD Works and the anticipated date on which Southern Station Box Handover Date and Northern Station Box Handover Date will be achieved;
- (j) identify all significant external events and activities that have a bearing on time required to commence and to complete the MQD Works and the anticipated date on which the Southern Station Box Handover Date and Northern Station Box Handover Date will be achieved, including dependencies on the Station Project Works delivered under the Station Delivery Deed;



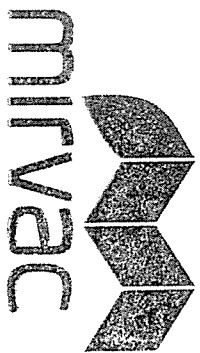


- (k) be based on a time-scaled calendar in units of one week and identify working days, non-working days, shifts, statutory holidays, rostered days off, Christmas shutdown and any other shutdowns;
- (l) contain activities, each having an activity ID, activity description, original duration, start date, finish date and dependencies;
- (m) break down all activities into periods of no greater than four weeks with sufficient details to allow accurate monitoring of the progress of the MQD Works;
- (n) identify the critical path and near critical path(s) for the dates as set out in the Agreed MQD Program Dates Schedule and the anticipated date on which Southern Station Box Handover Date and Northern Station Box Handover Date will be achieved including assumptions and logic links; and
- (o) the WL Developer's Program must be submitted in electronic format which must include:
  - (i) electronic format for publishing in Adobe Acrobat .pdf files;
  - (ii) native format (.xer); and
  - (iii) layout and filter files (.plf) together with the native format (.xer) files; and
  - (iv) allow interrogation by the Principal's Representative.

### 3.3 Program narrative requirements

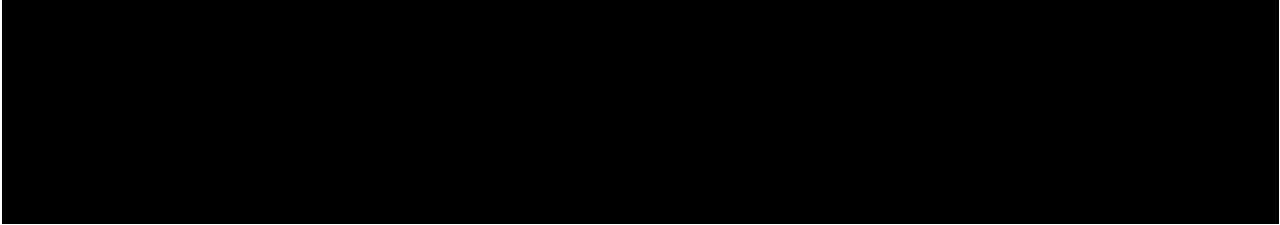
The program narrative required must be provided at the same time as the WL Developer's Program and Updated WL Developer's Program in accordance with clause 3.1(b) of this Schedule A11. The program narrative must also be in sufficient detail to enable the durations, leads and lags in the logic diagram to be assessed and to explain any constraints that may exist within the program network logic, and must include the following:

- (a) an overview of the delivery strategy as reflected in the WL Developer's Program;
- (b) executive summary program that is a maximum of two pages;
- (c) staging diagrams for the MQD Works;
- (d) fundamental assumptions;
- (e) key indicators of program progress, performance, and trends;
- (f) long lead items, approvals and permits;
- (g) critical path including dependencies on any Station Project Works delivered under the Station Delivery Deed;
- (h) construction staging and major work front configuration;
- (i) approach and frequency for updating the program; and
- (j) mitigation measures that could be implemented in the case of delay.



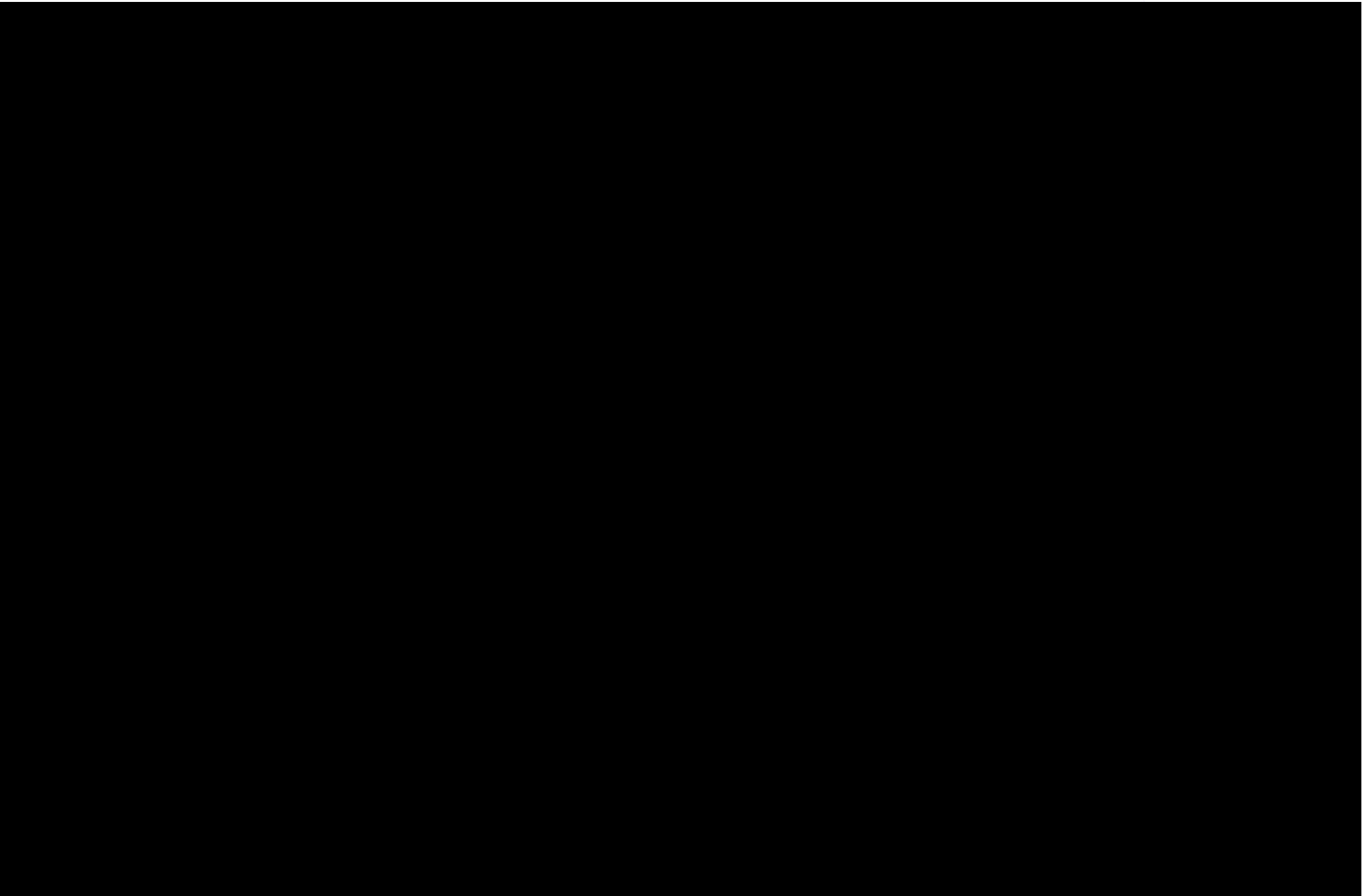
**SCHEDULE A12. – WL DEVELOPER'S INITIAL PROGRAM**

(Clause 20.3)



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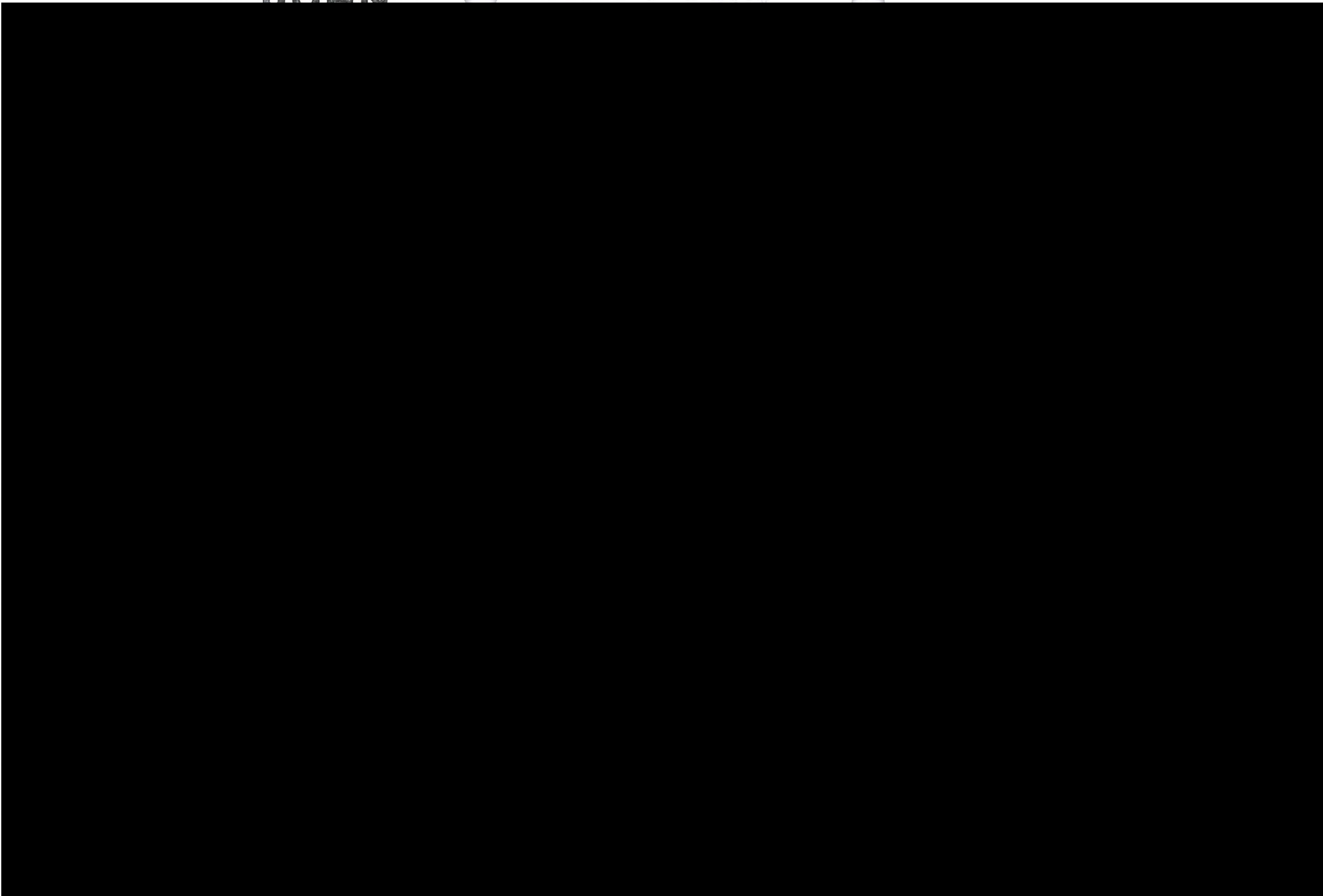


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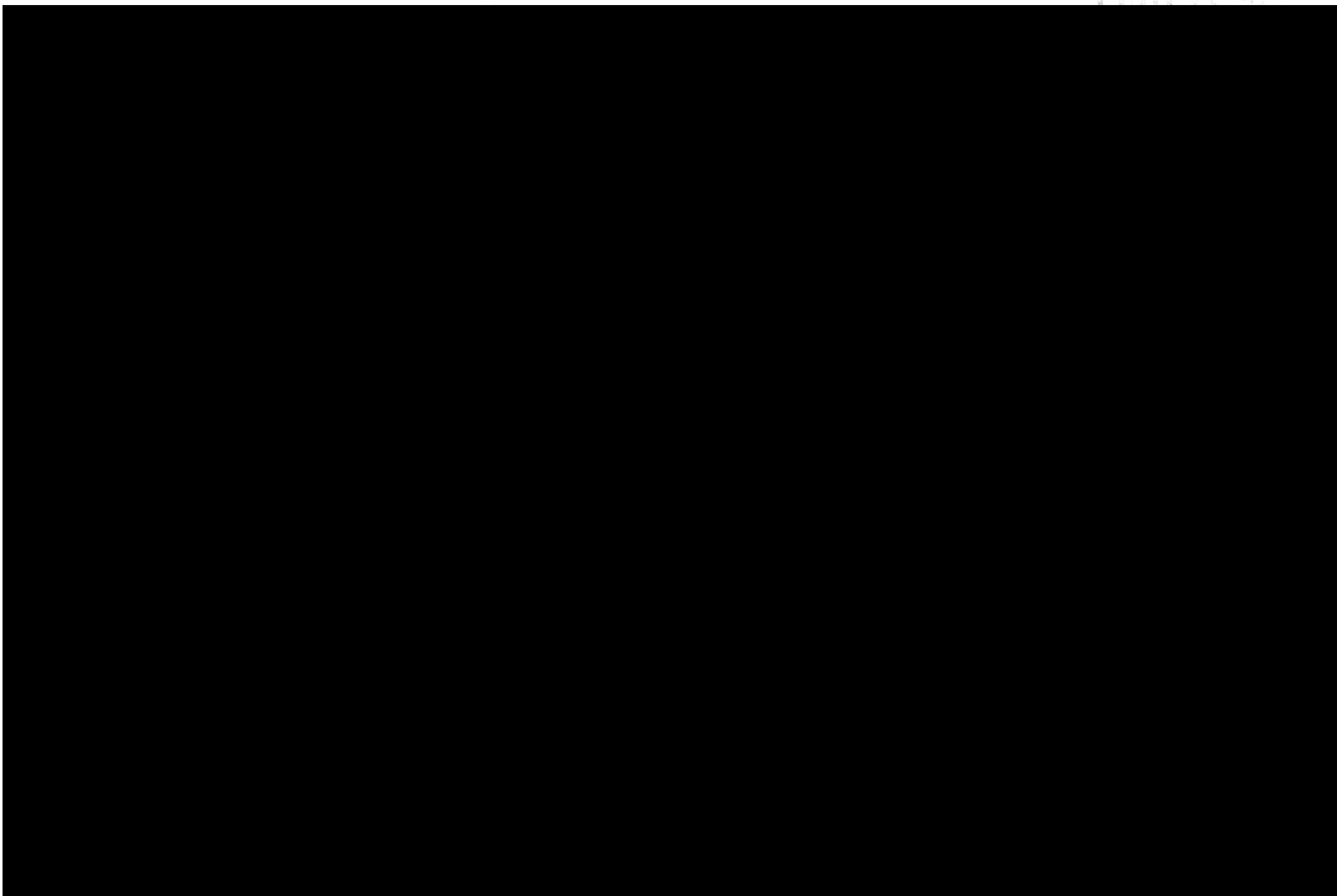
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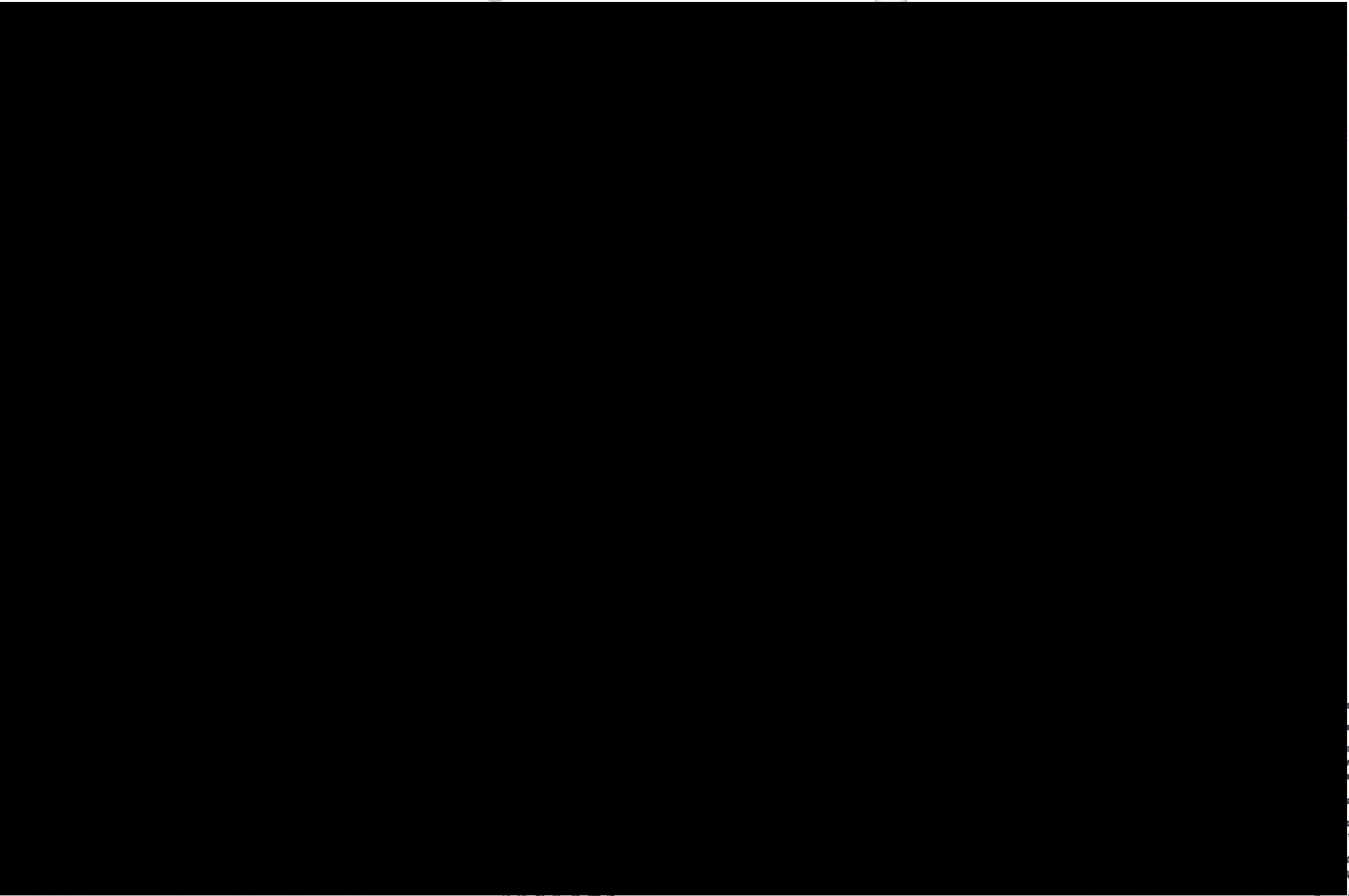


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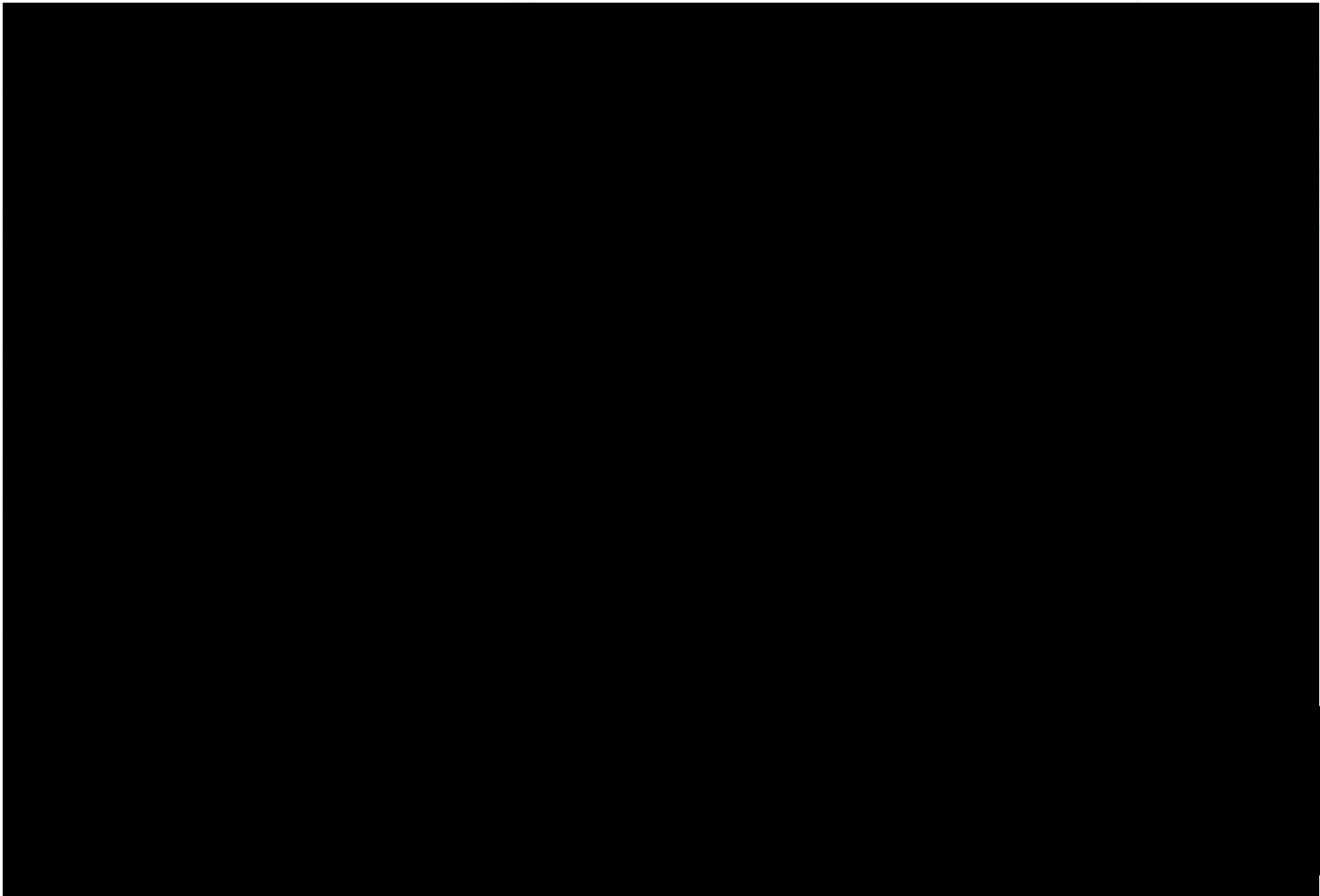


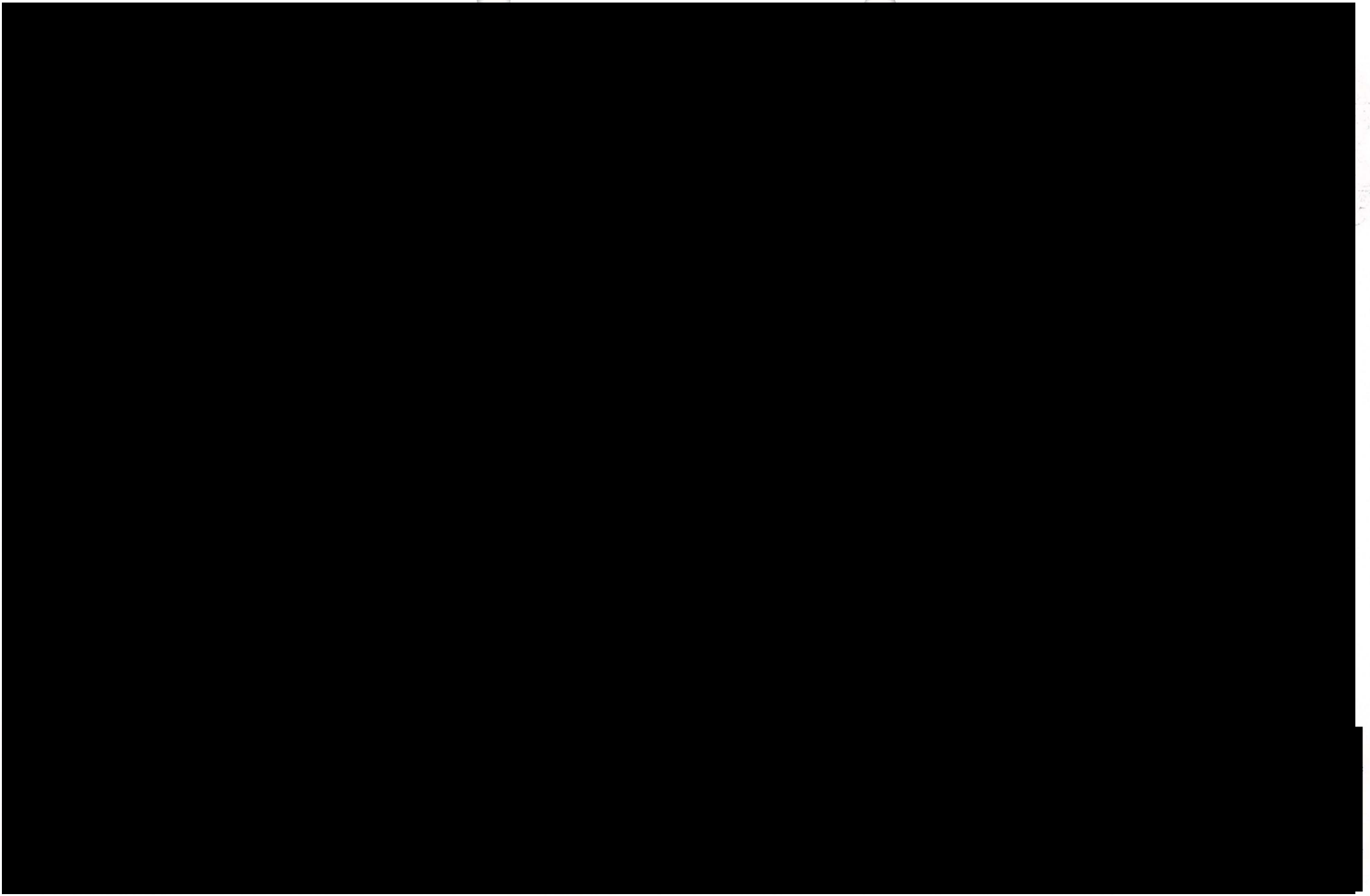


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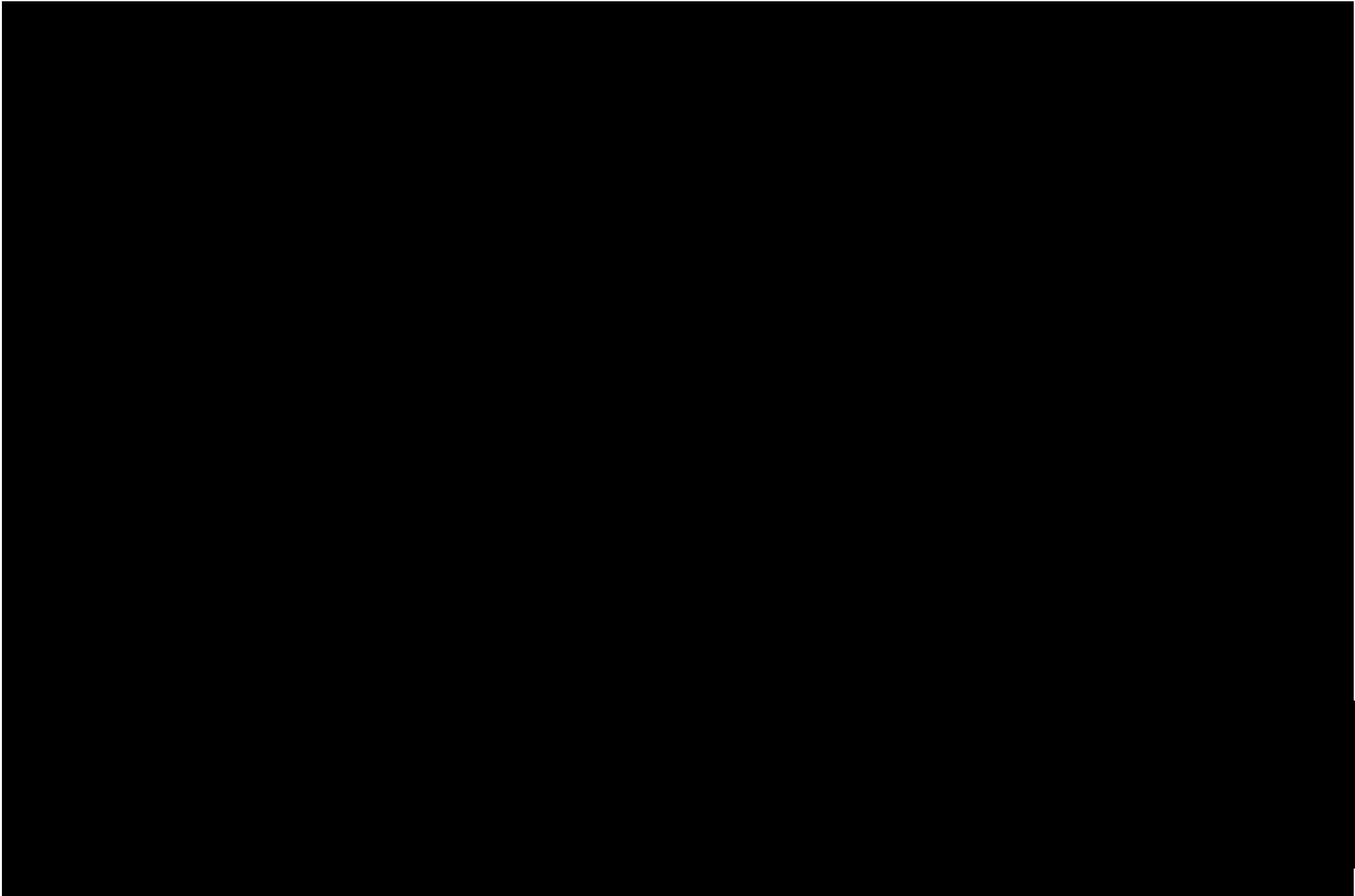


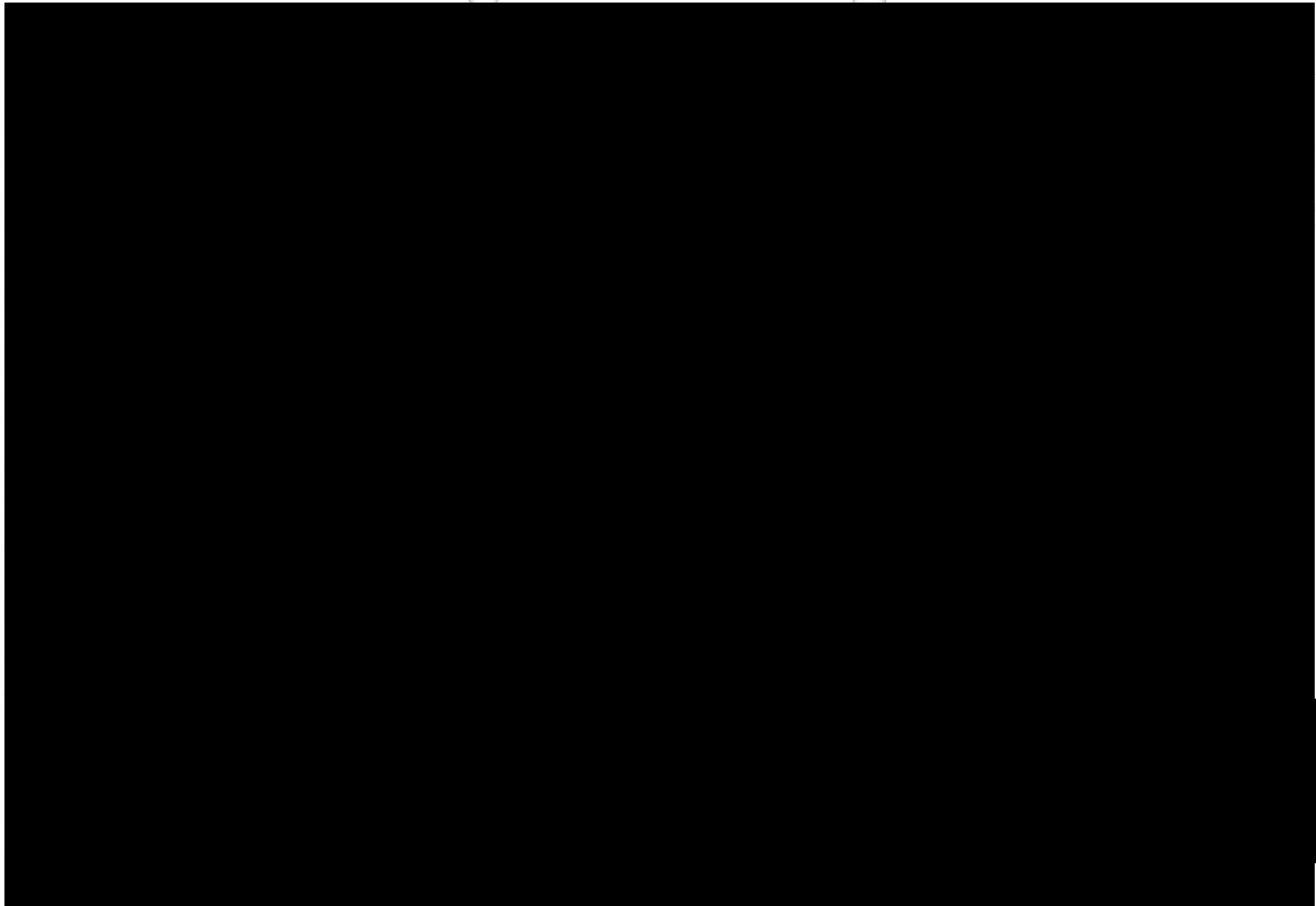
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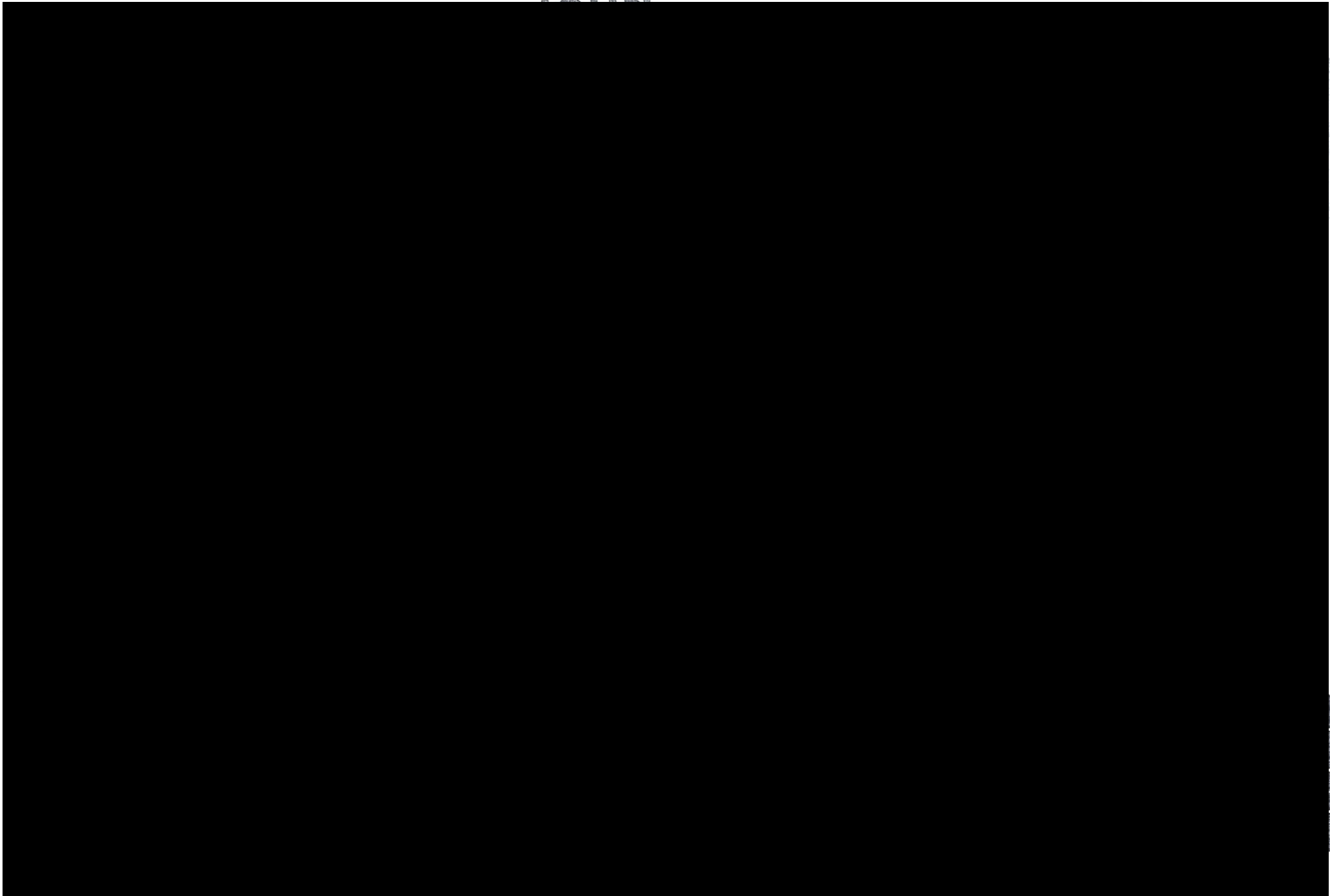






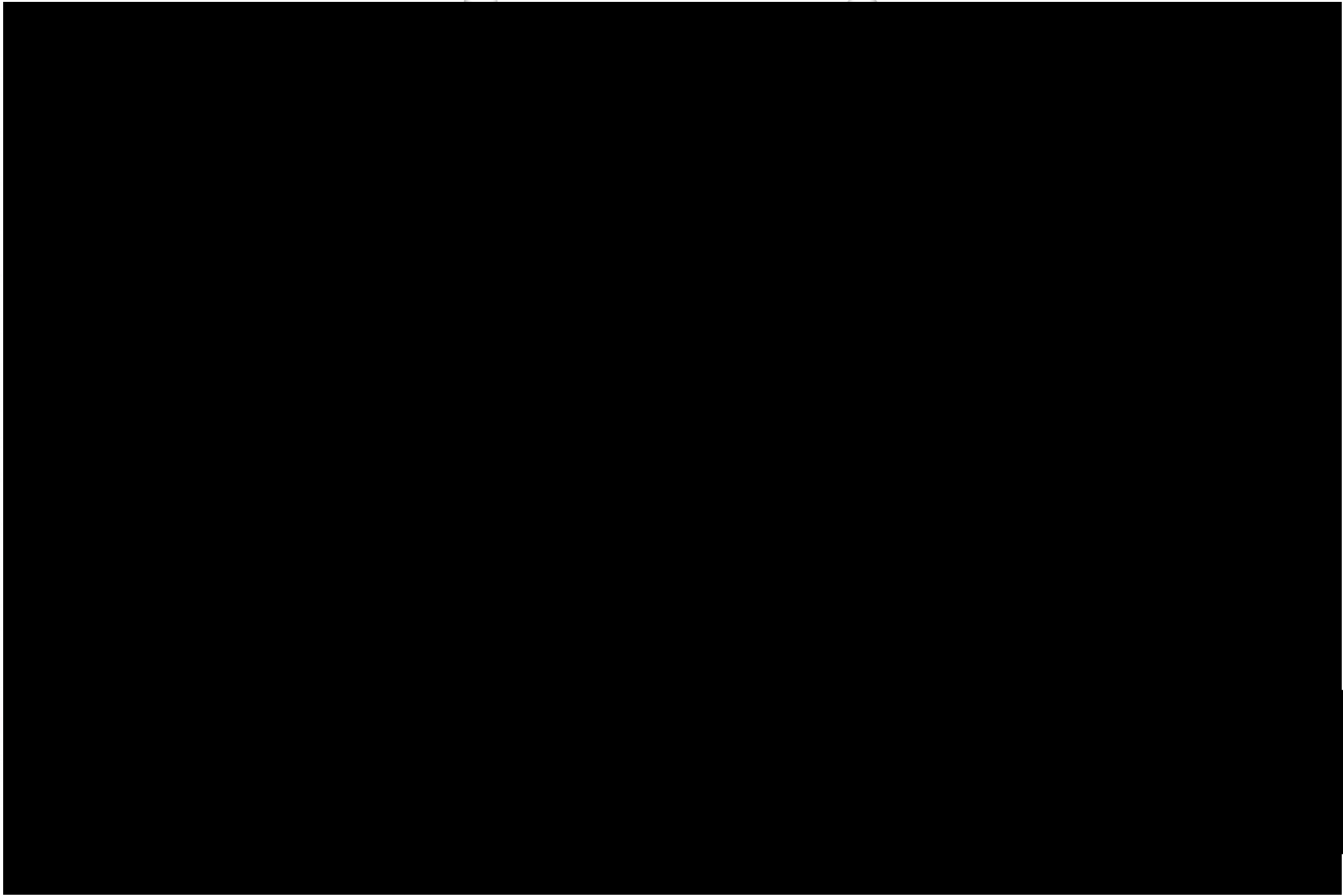
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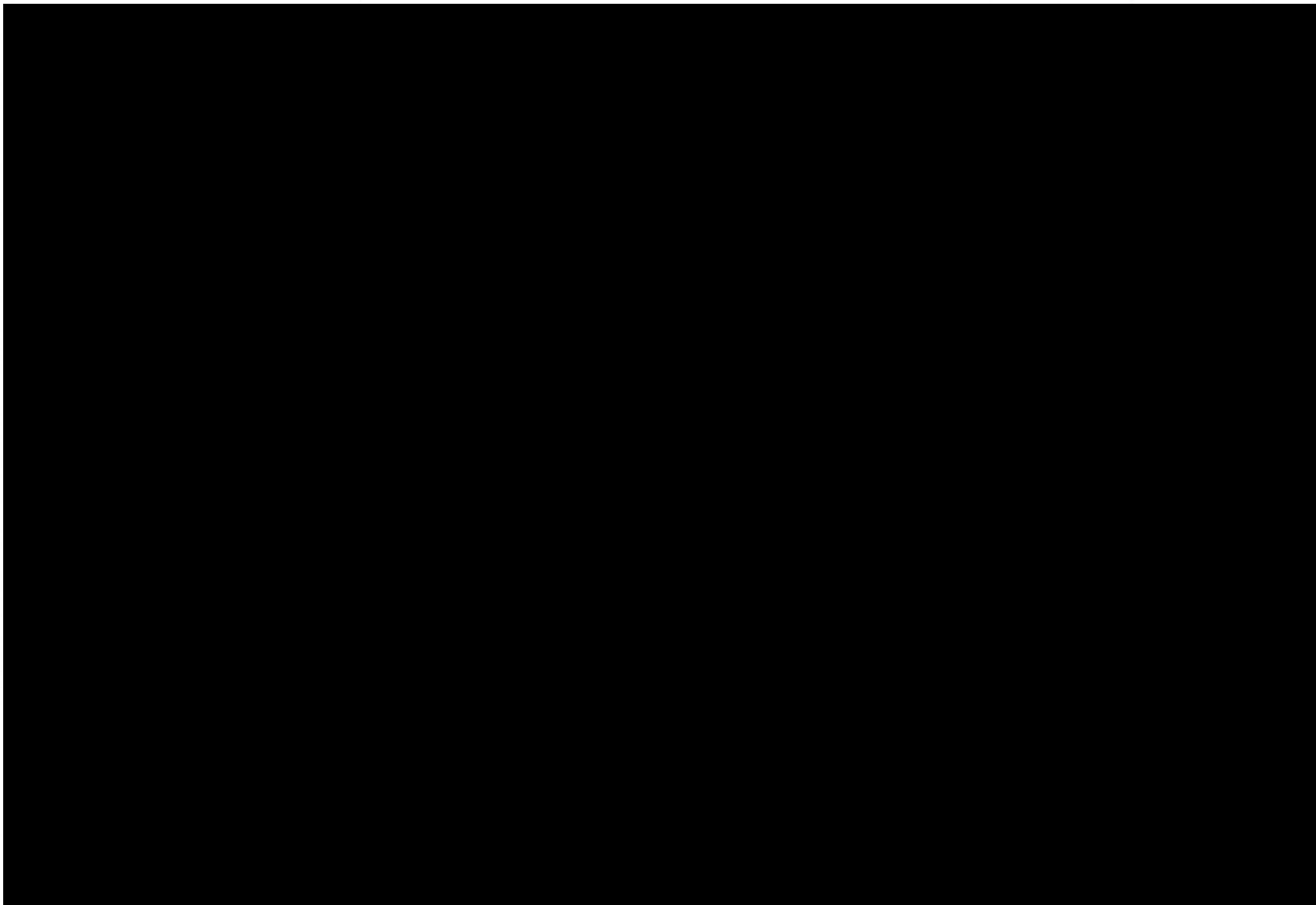
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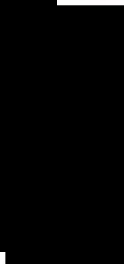




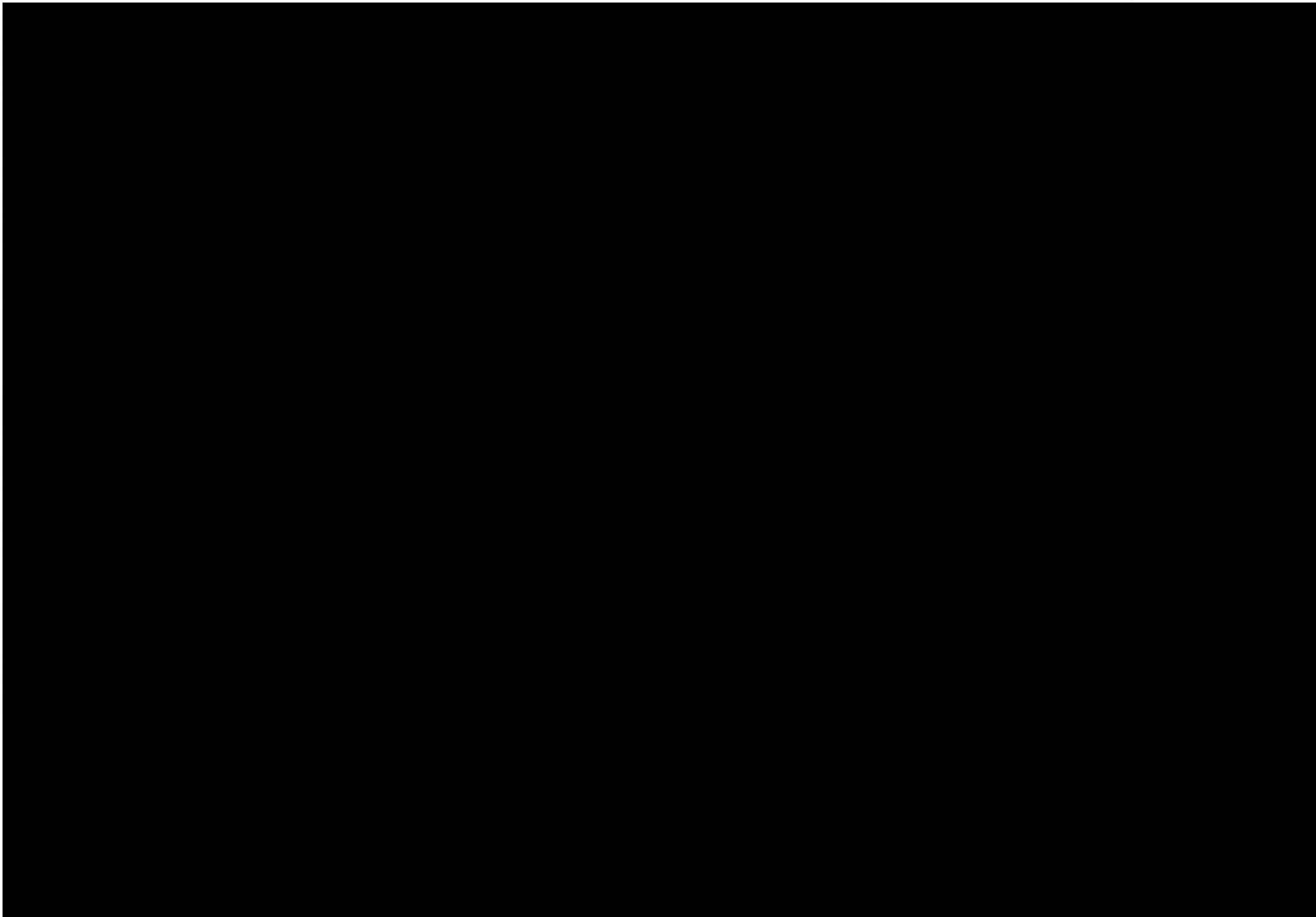
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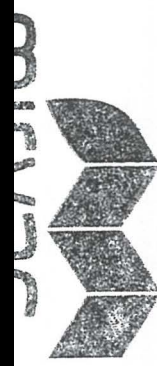
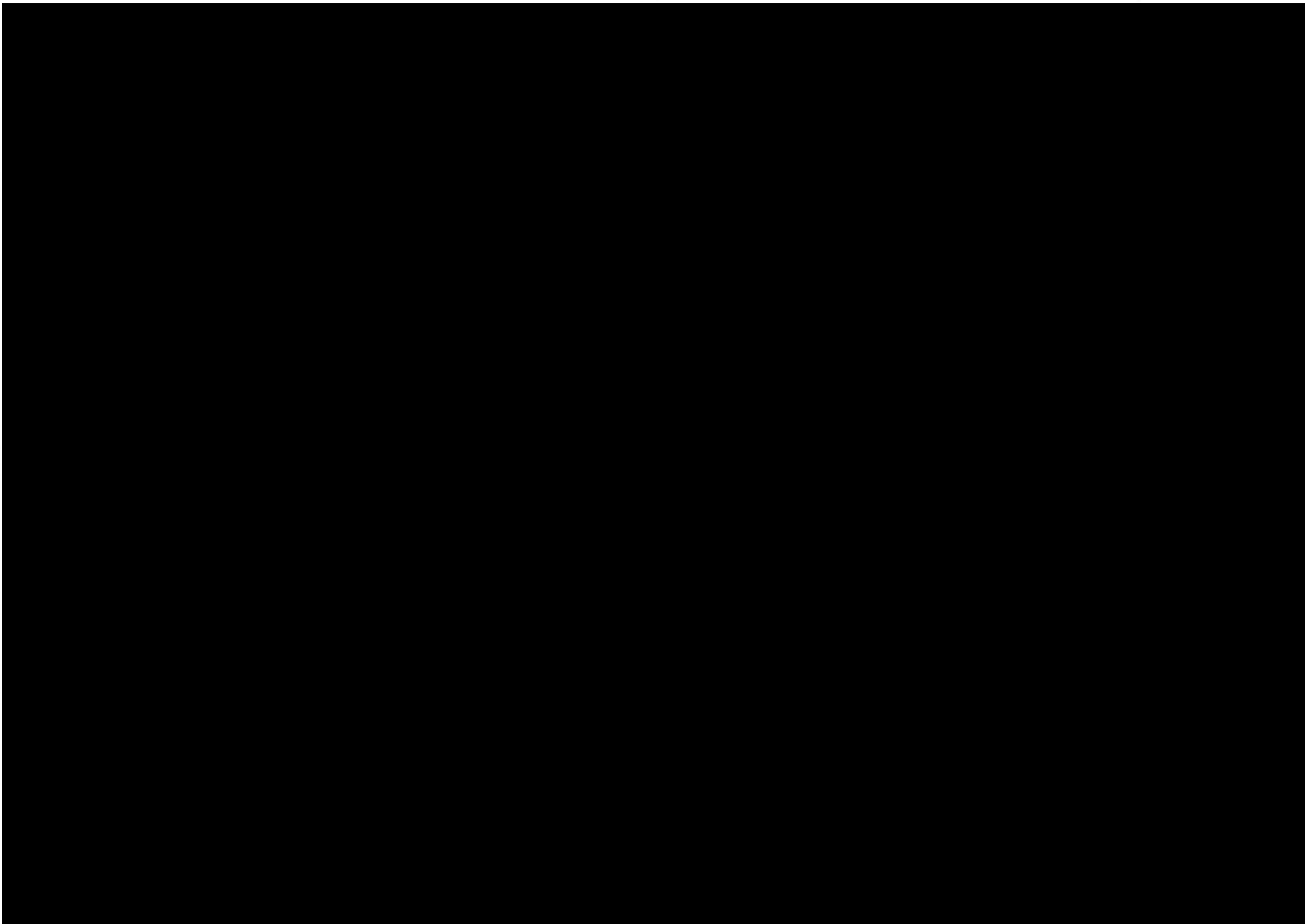


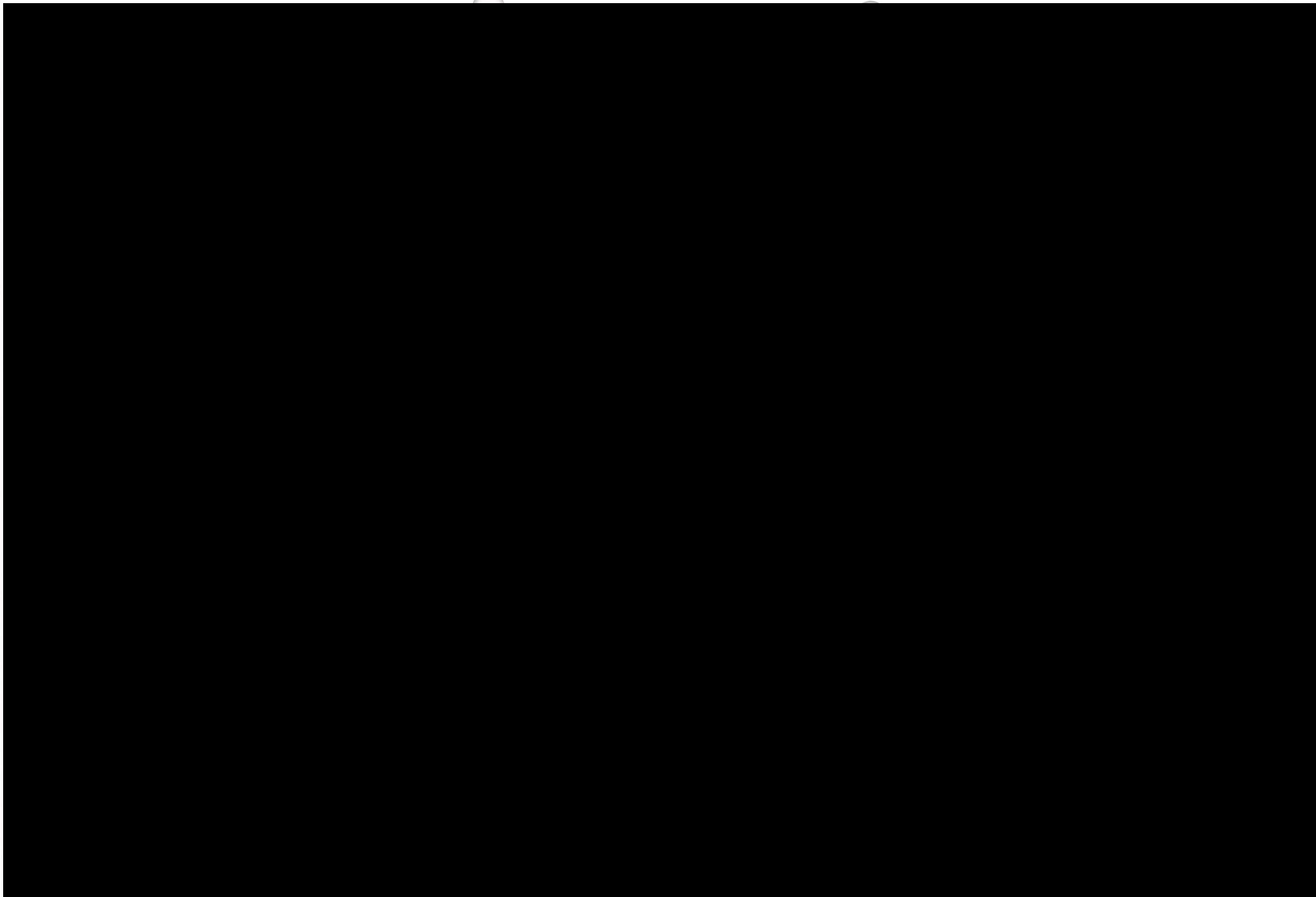
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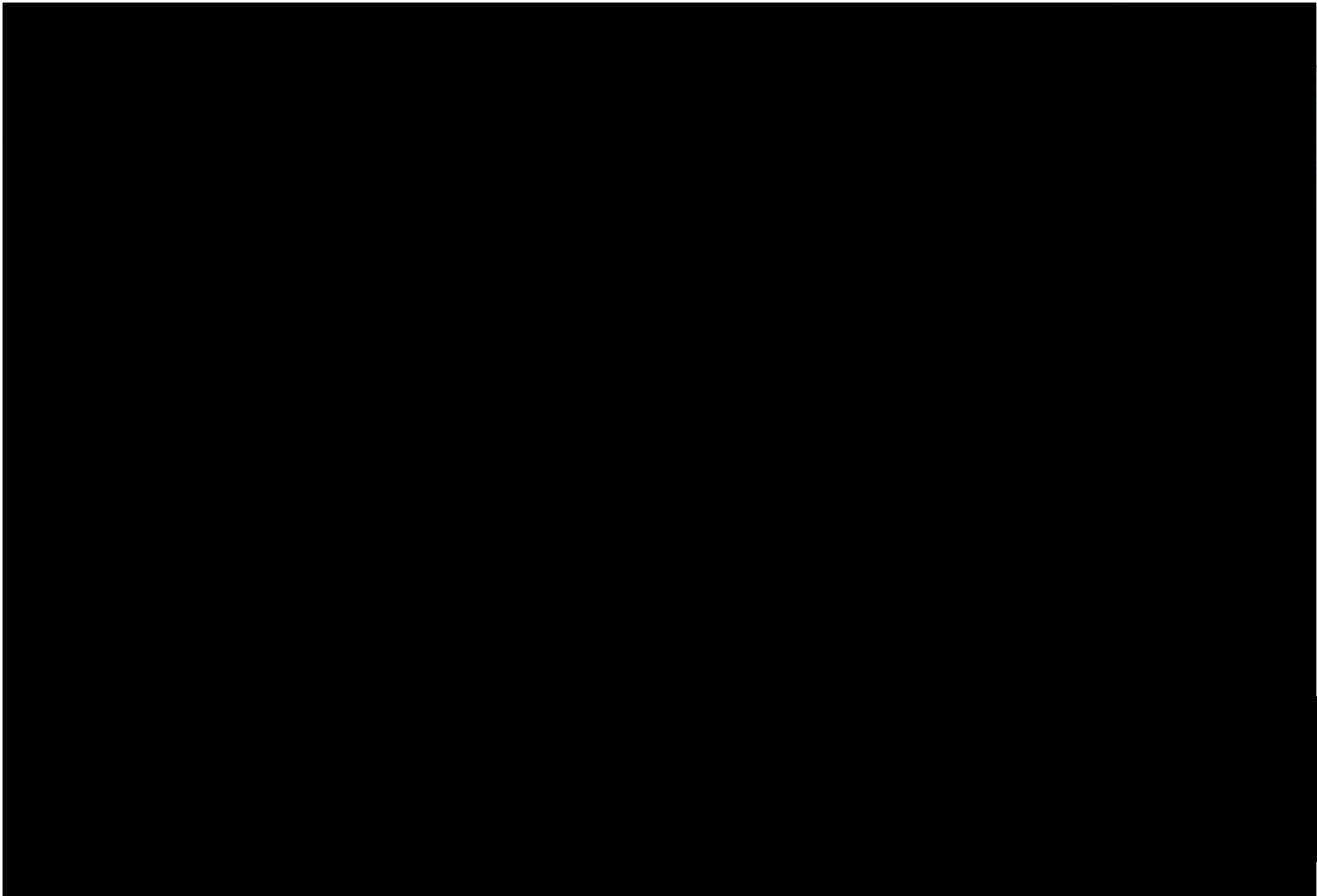


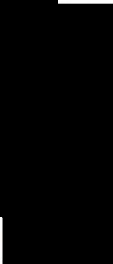
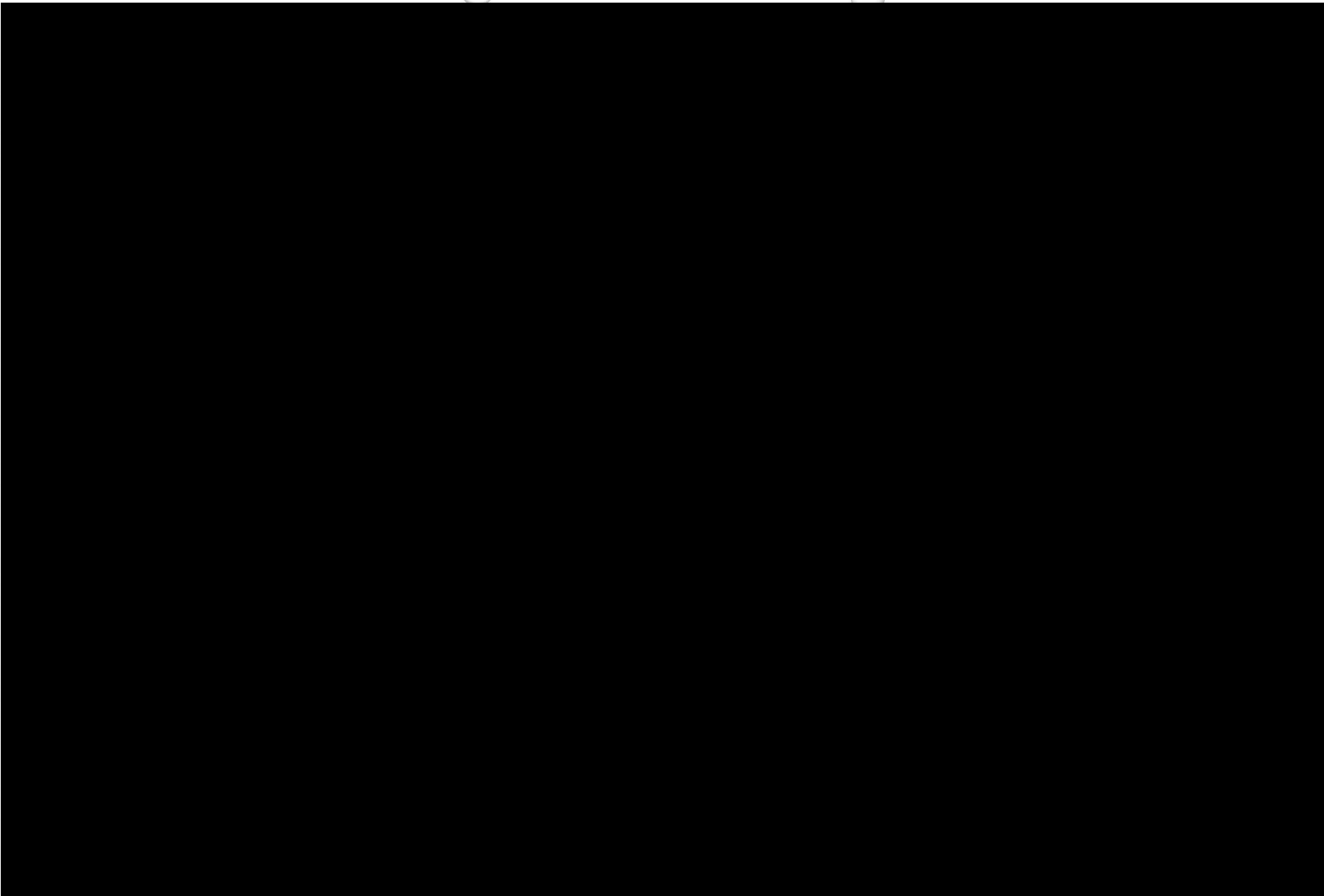
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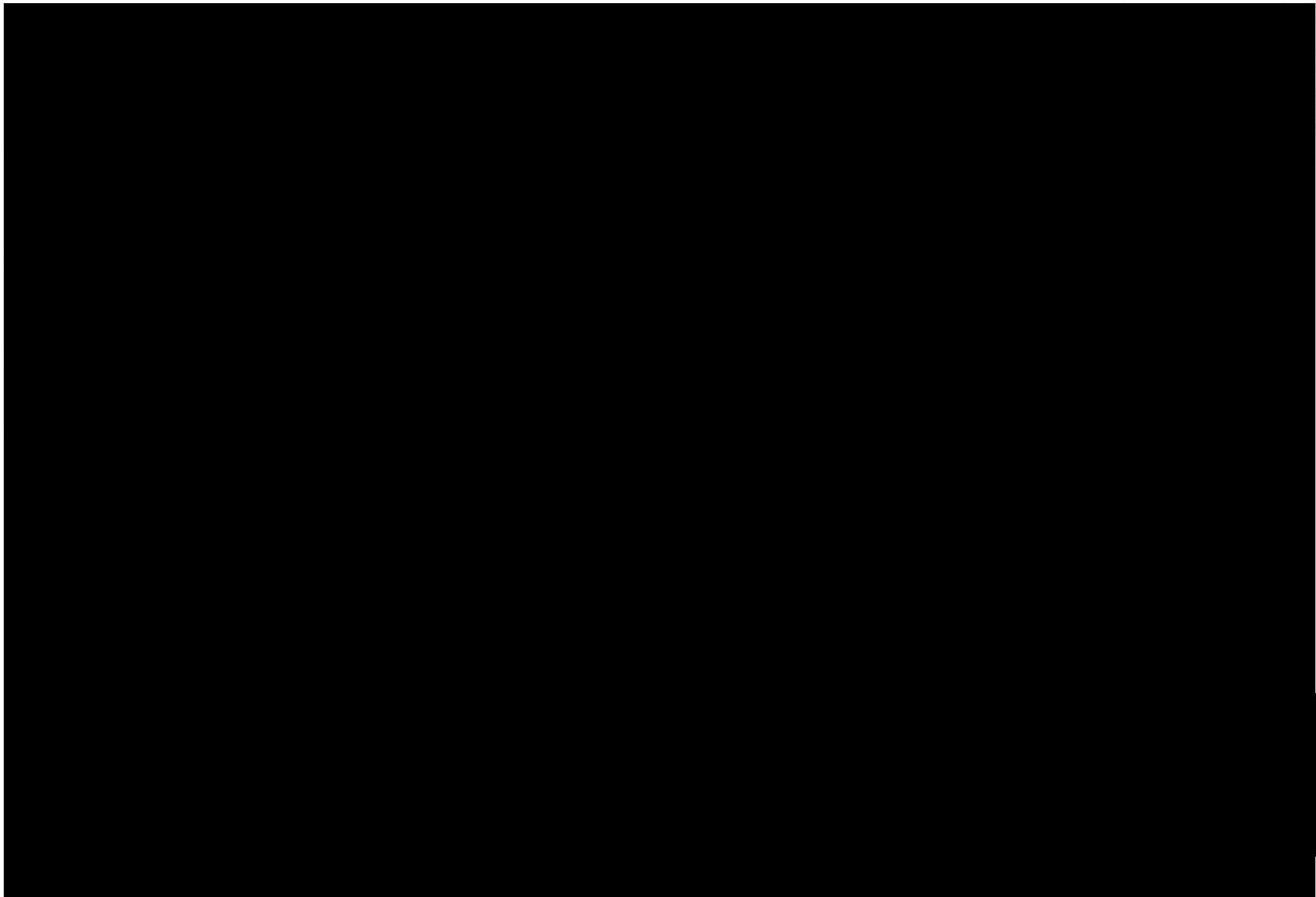






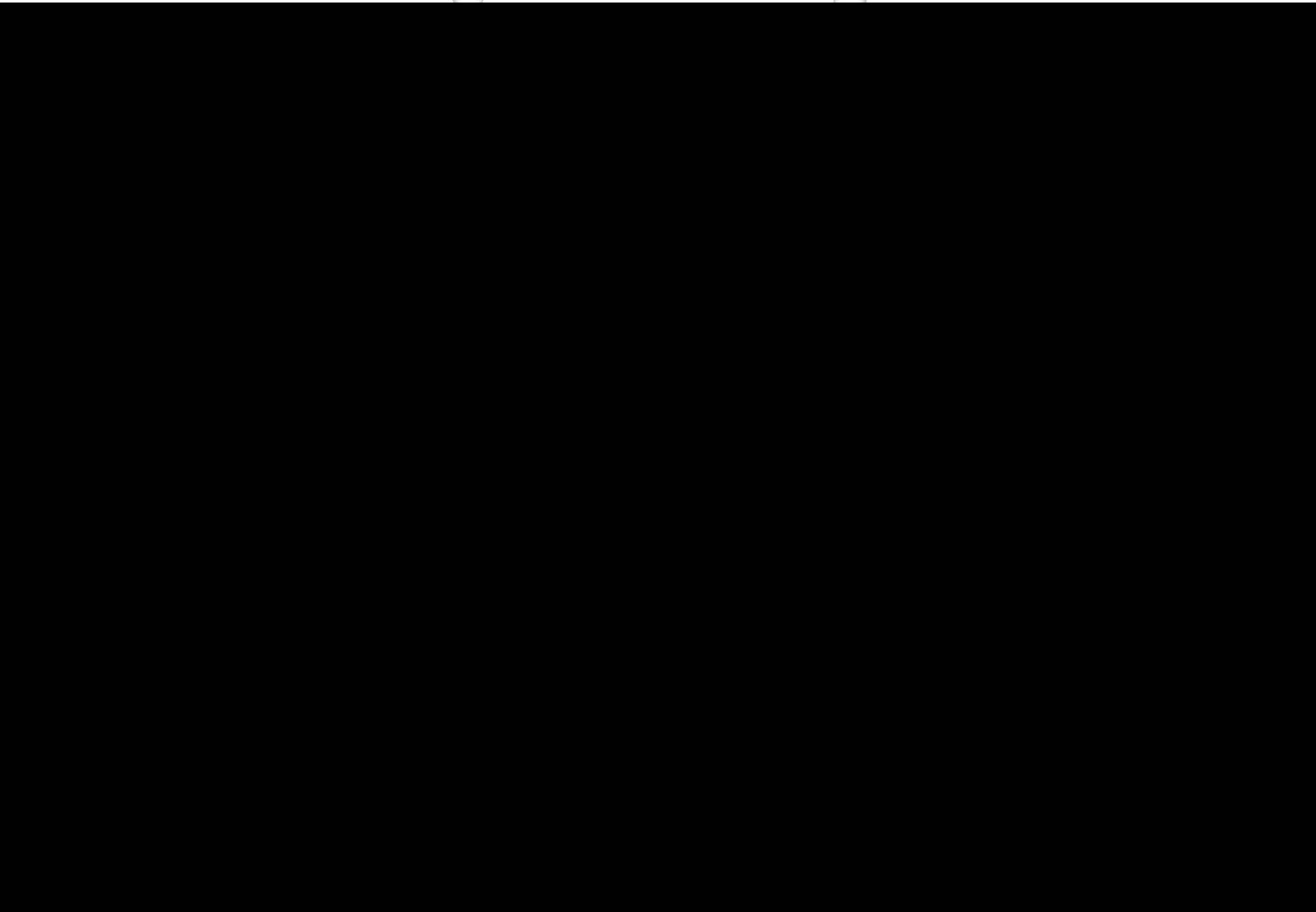


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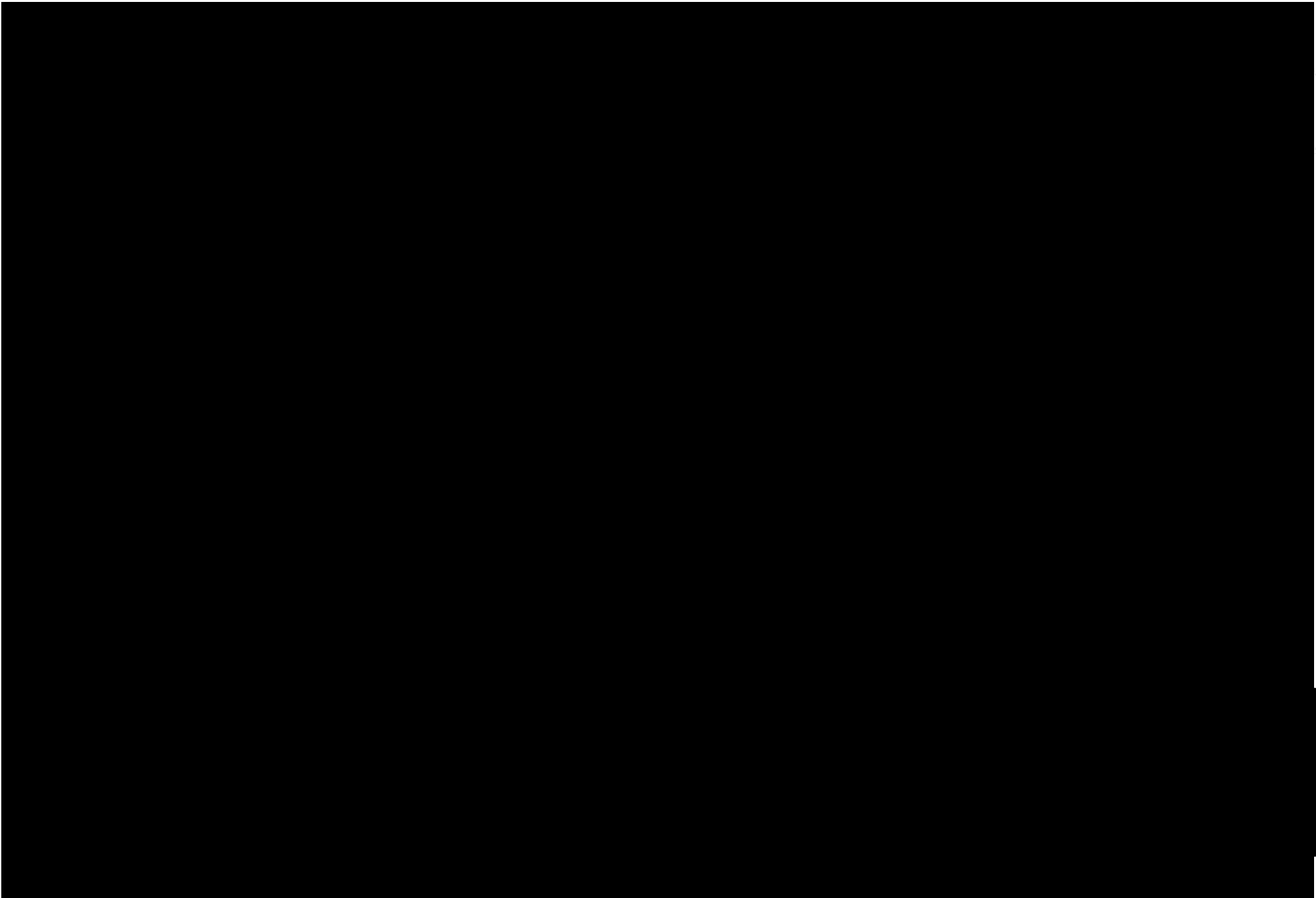


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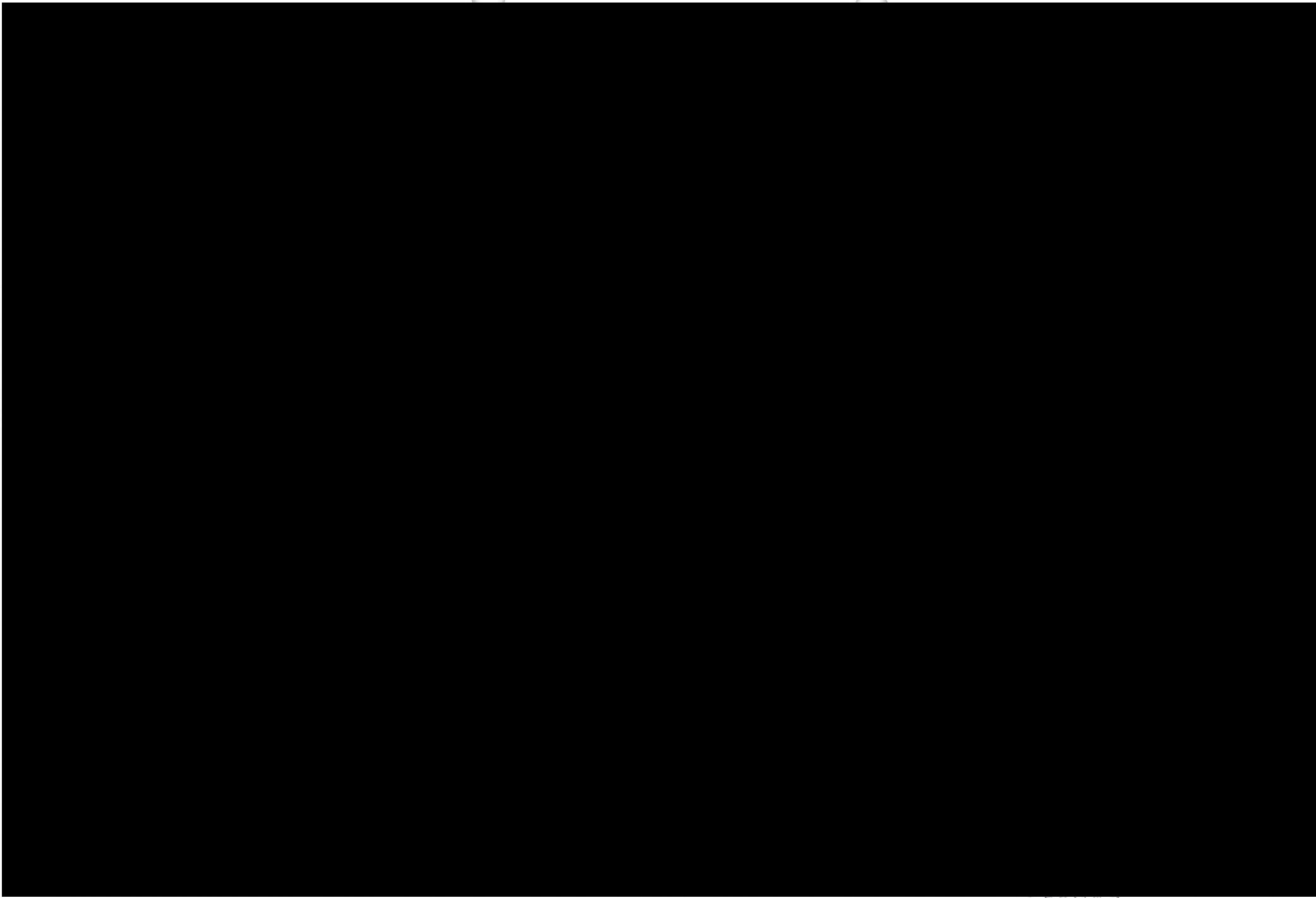


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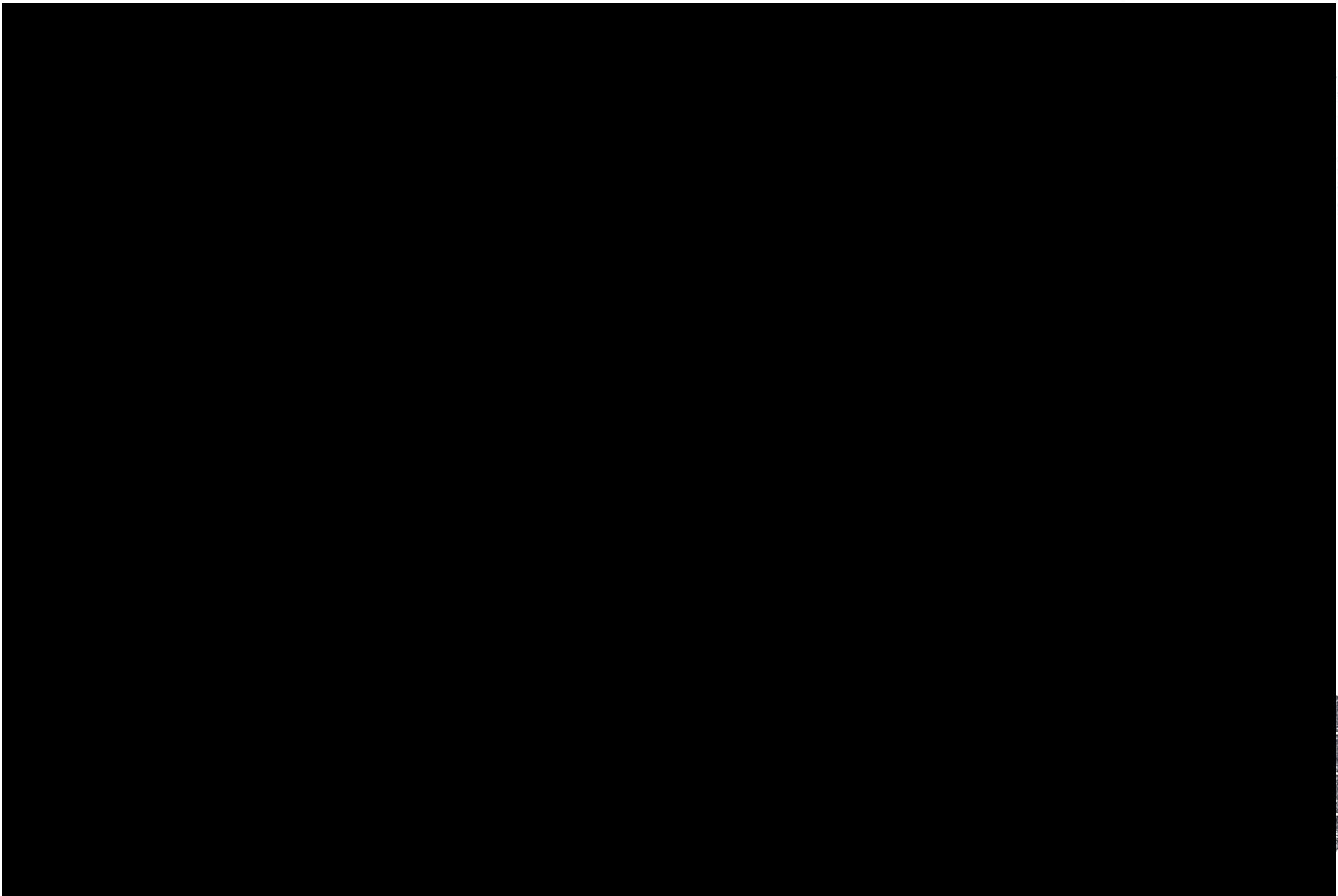


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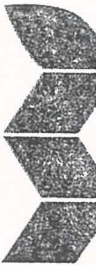
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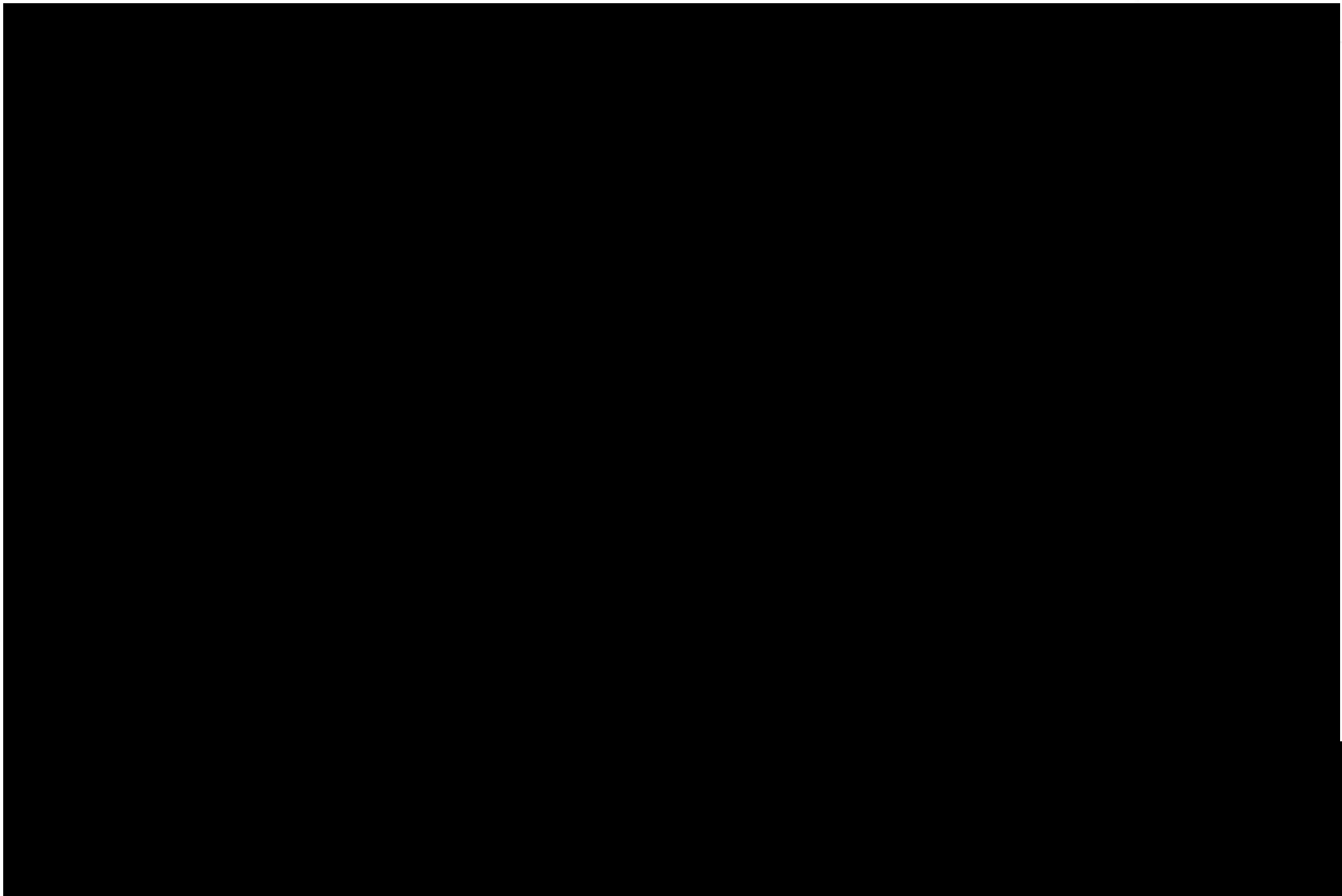
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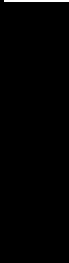
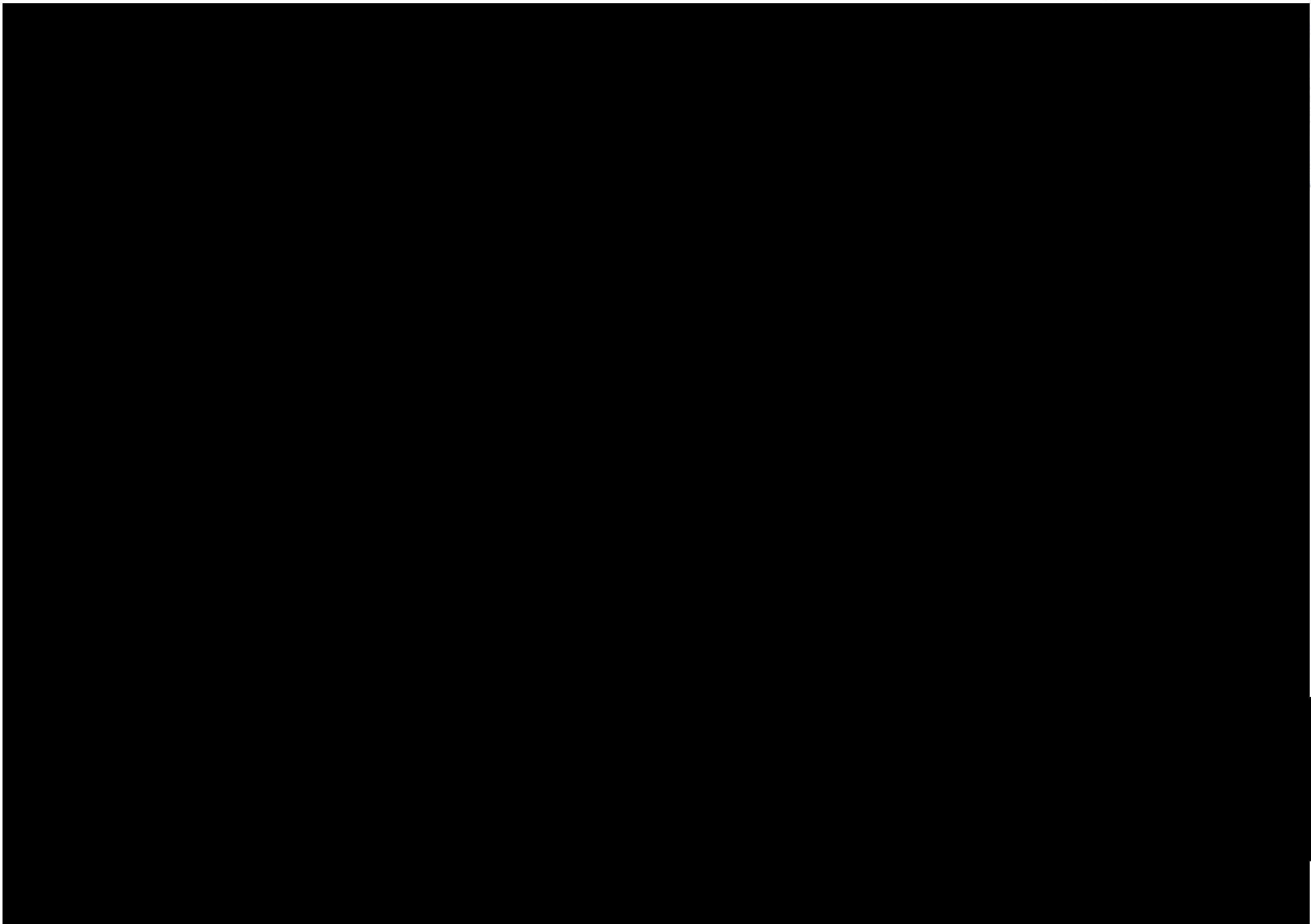


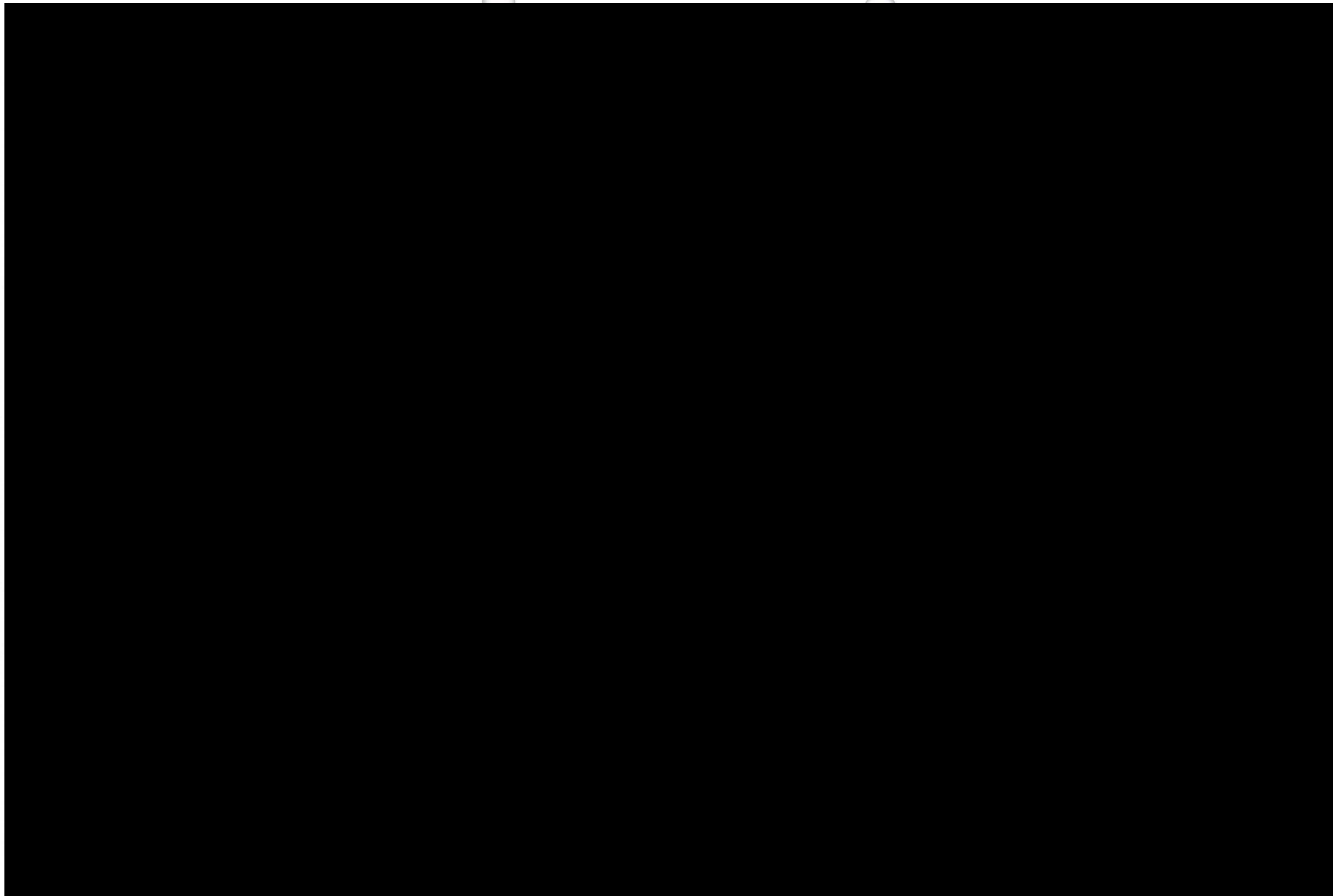
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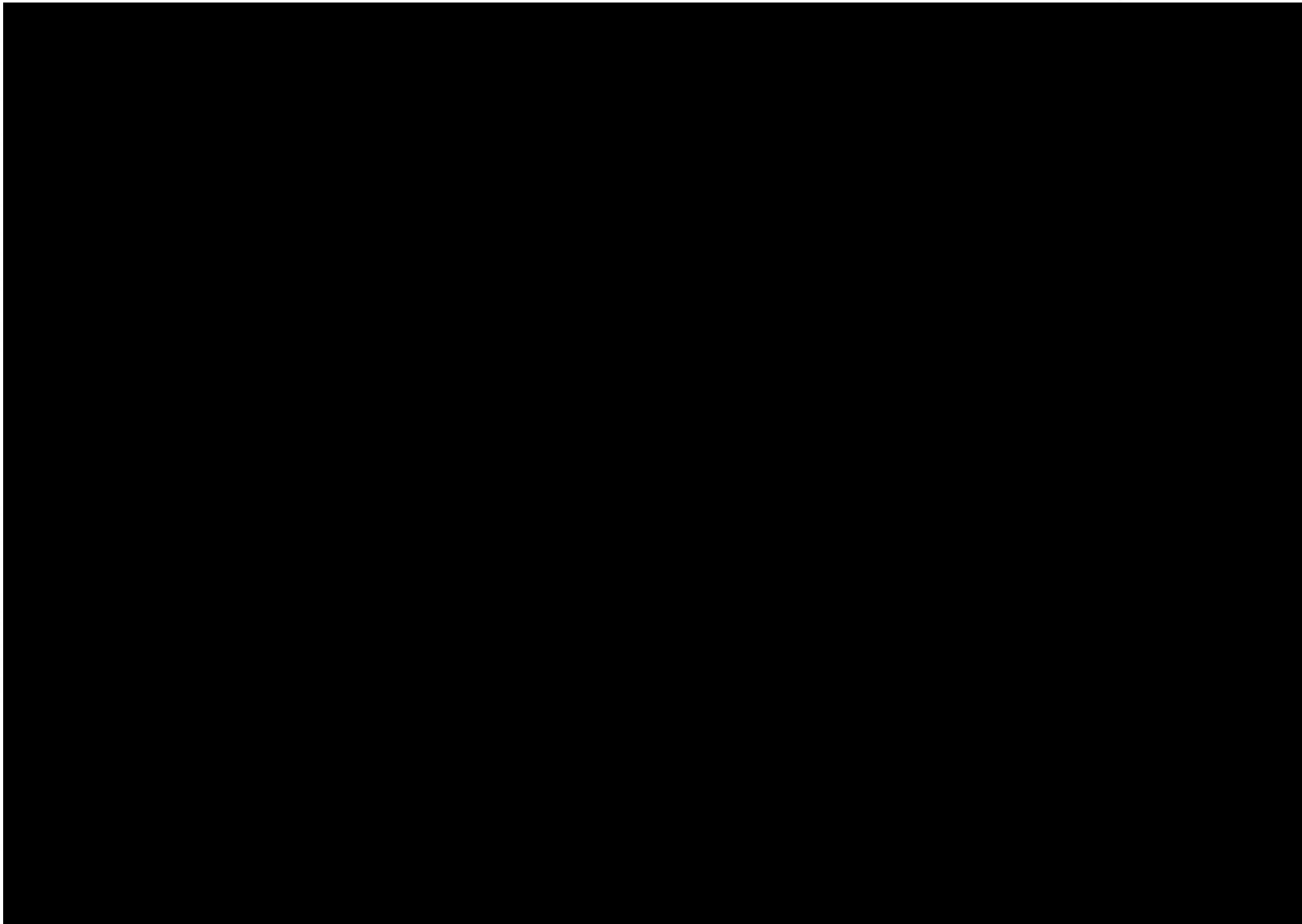


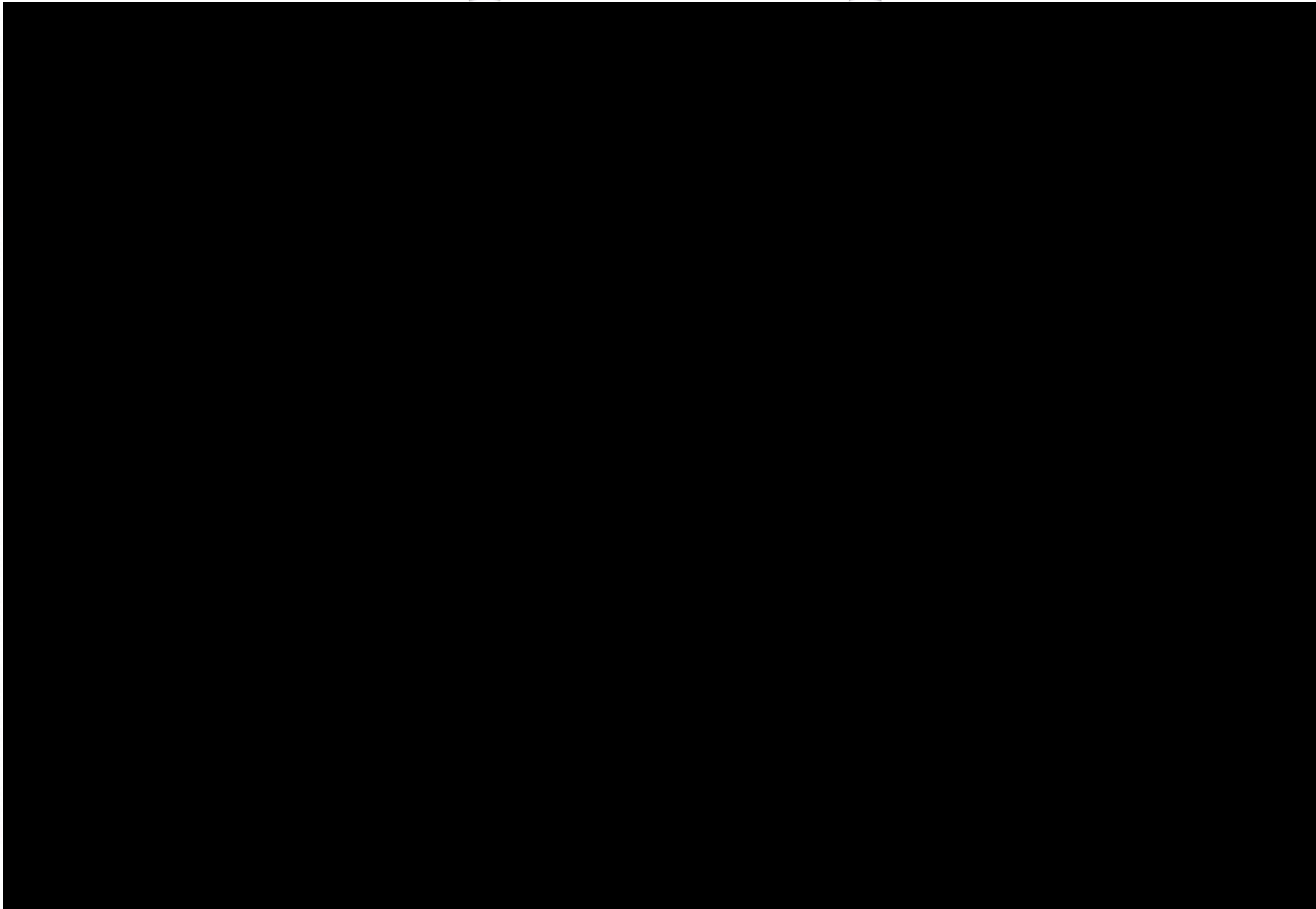




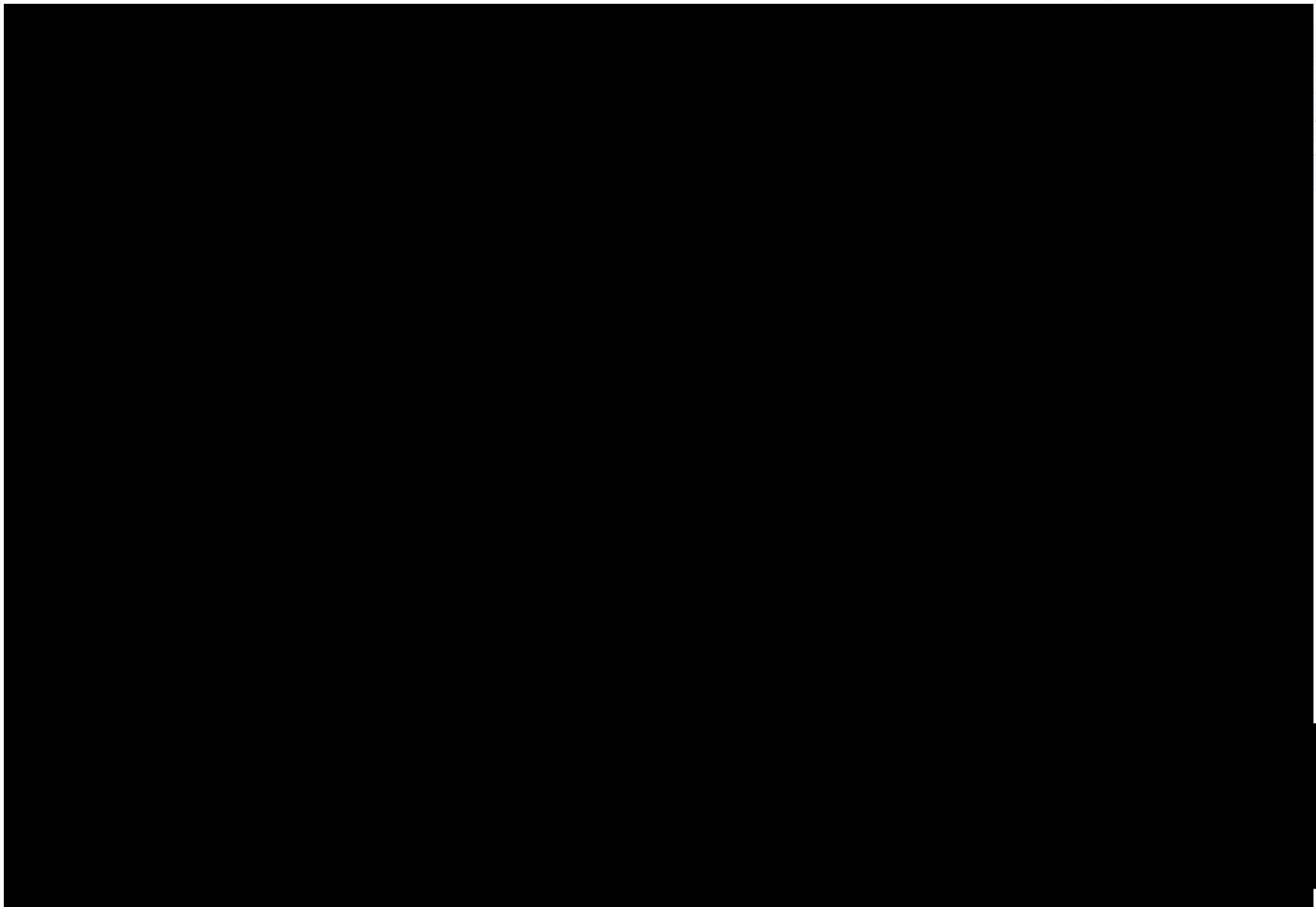








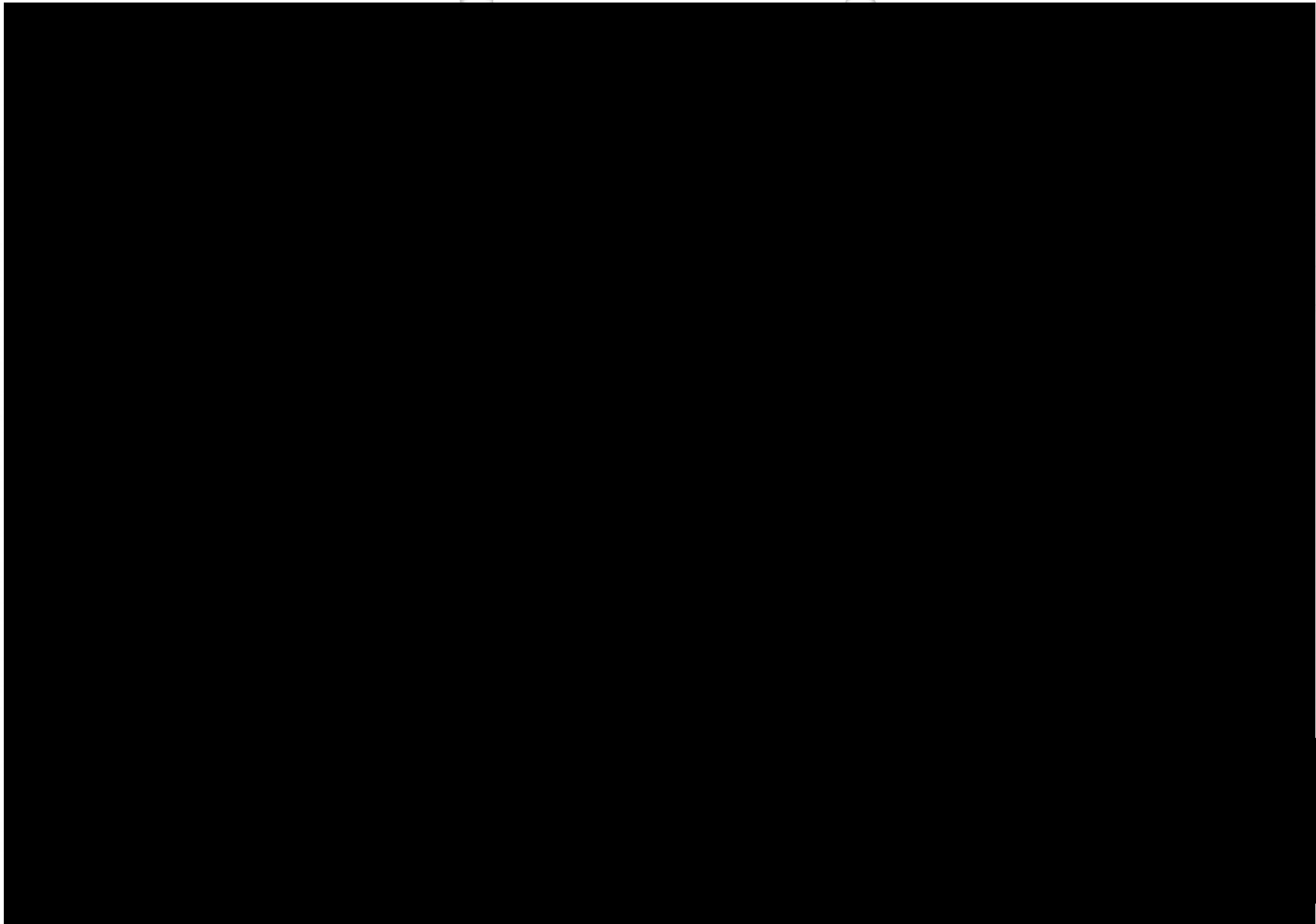


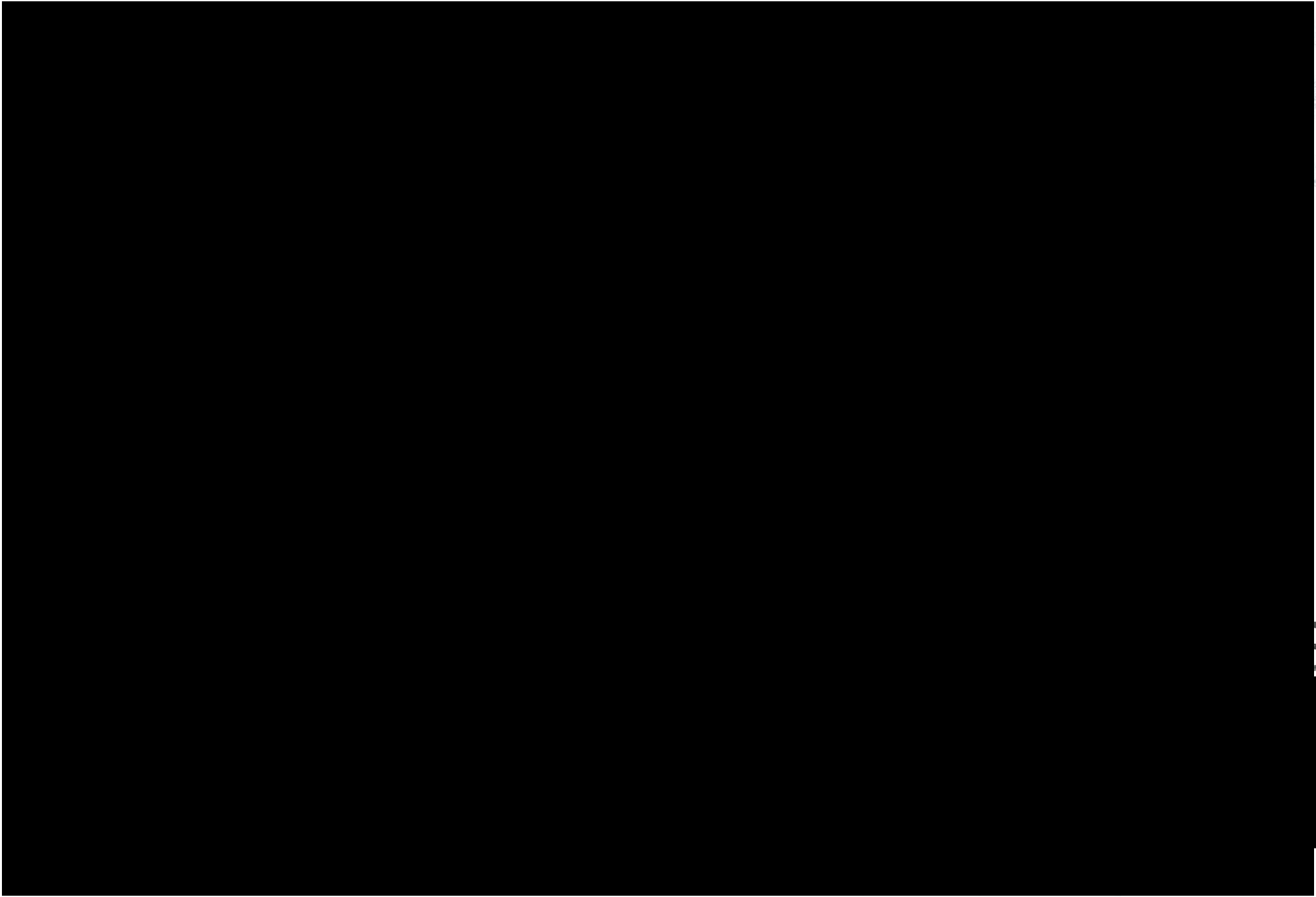


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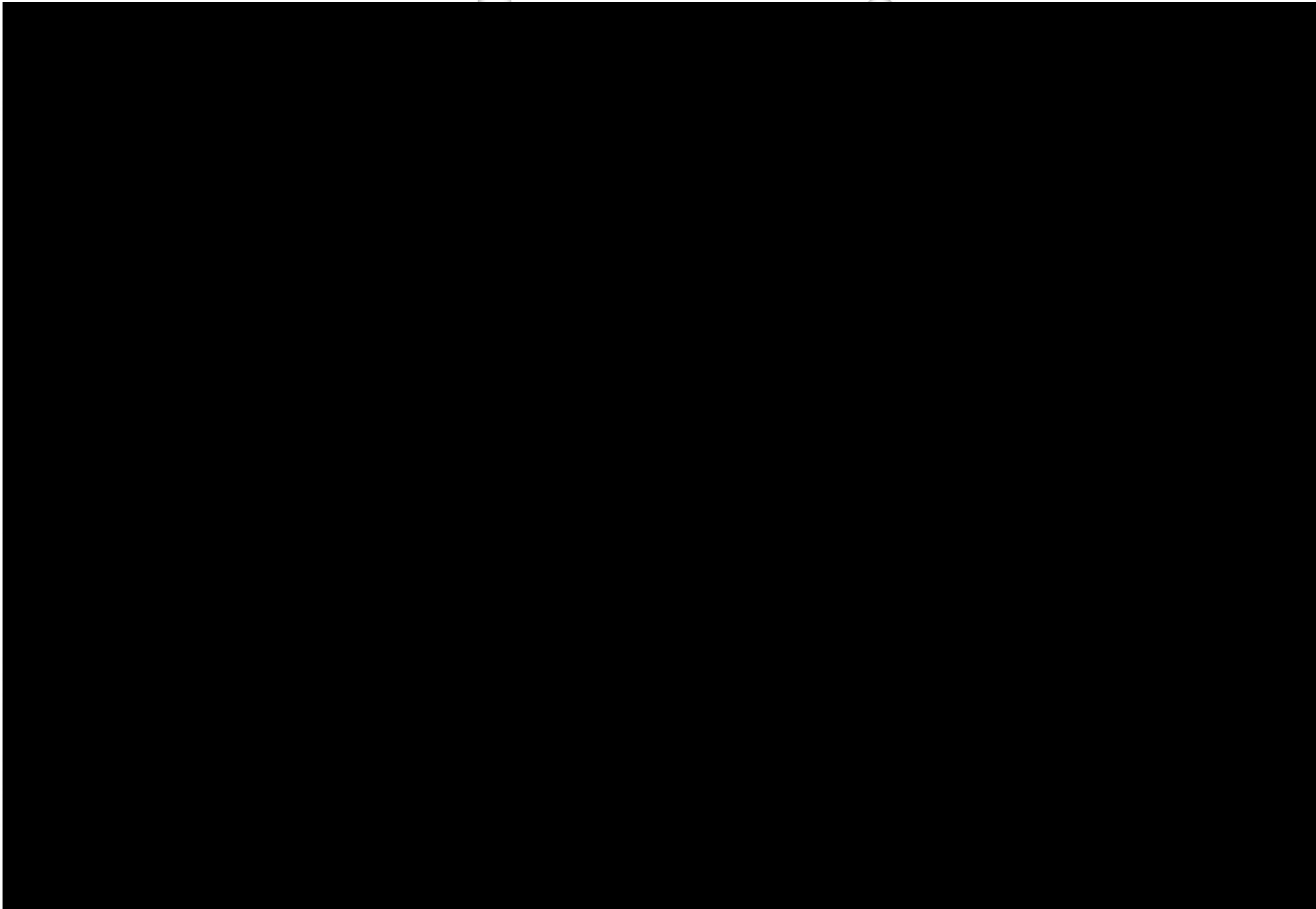


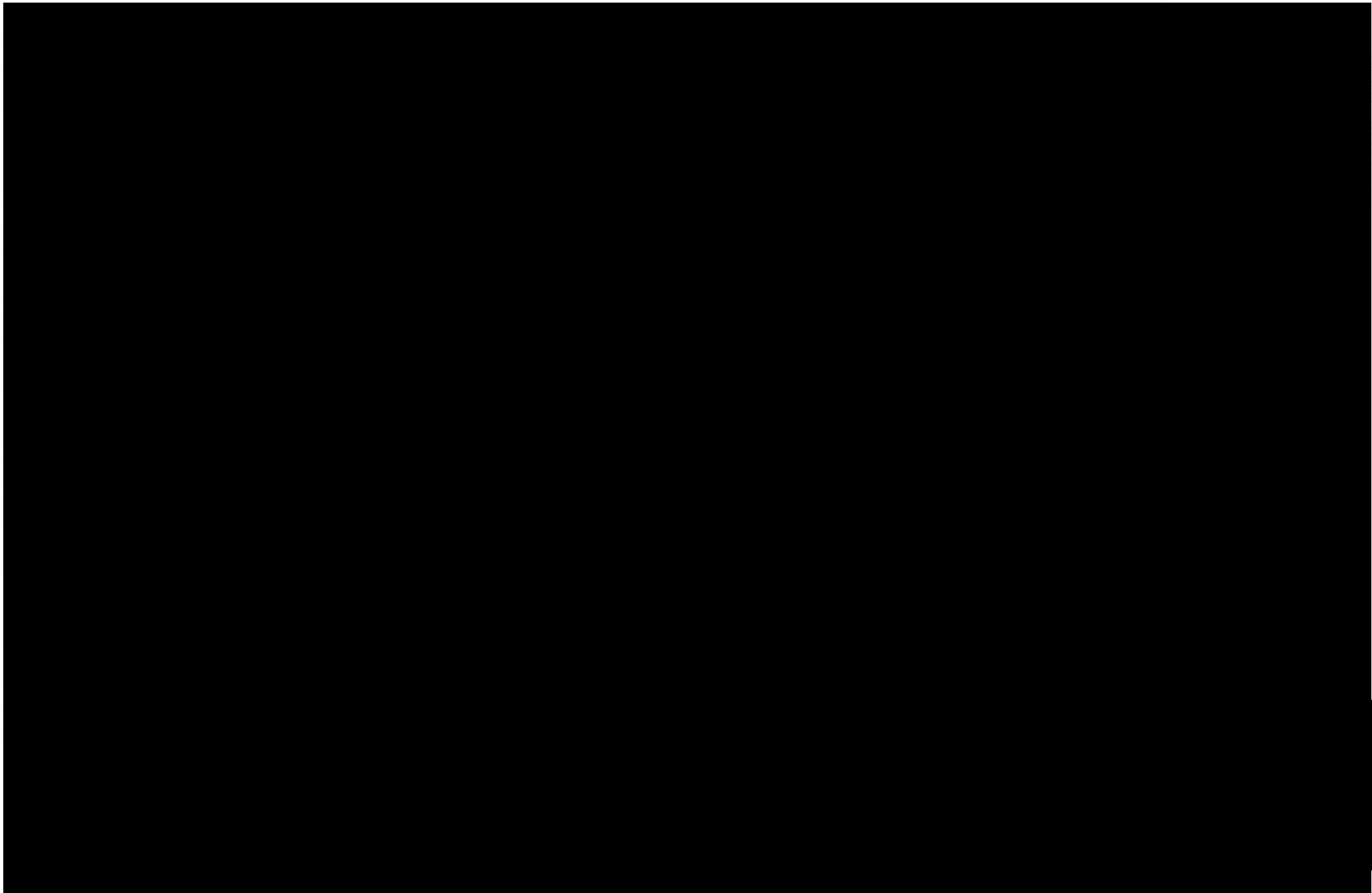


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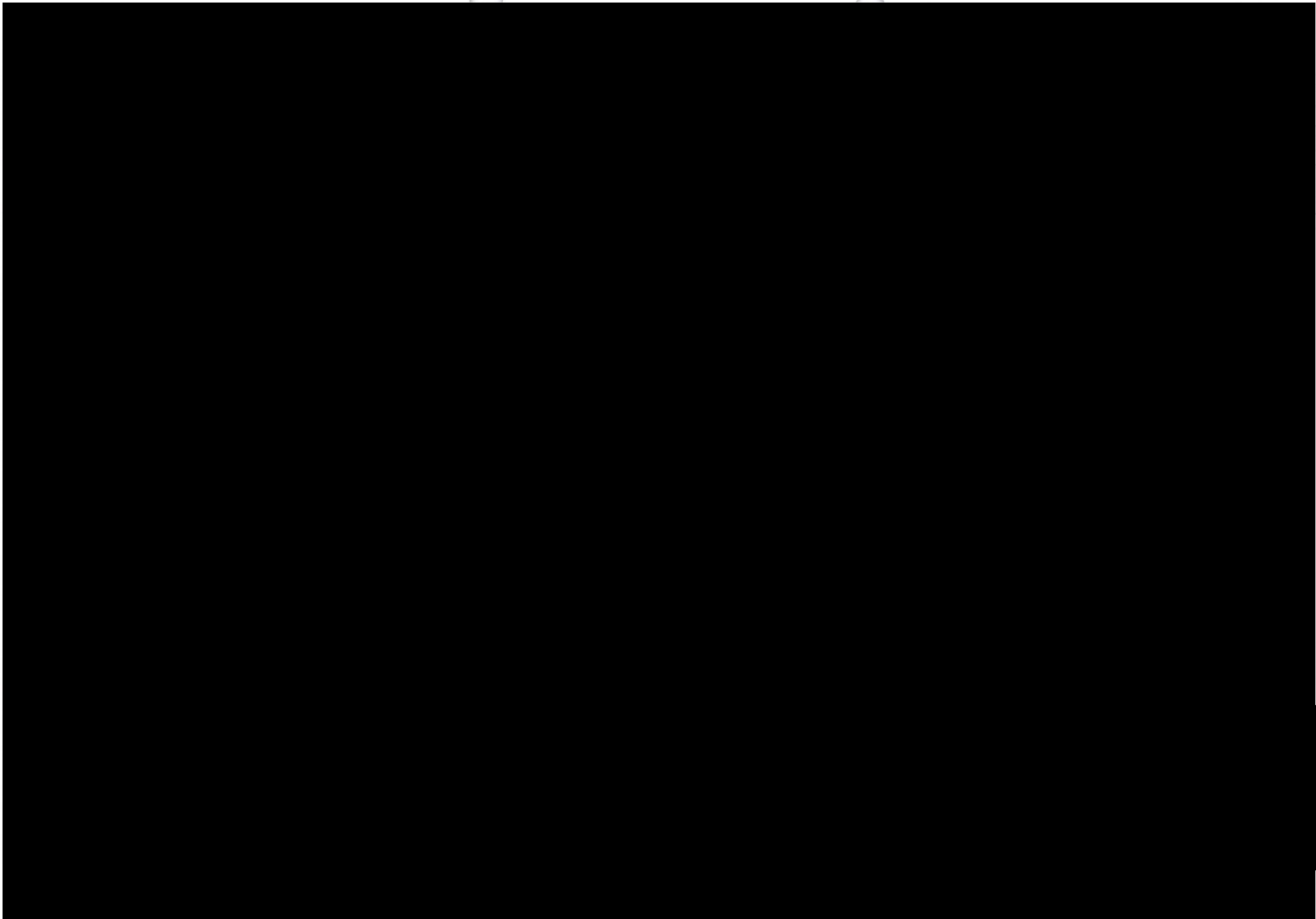


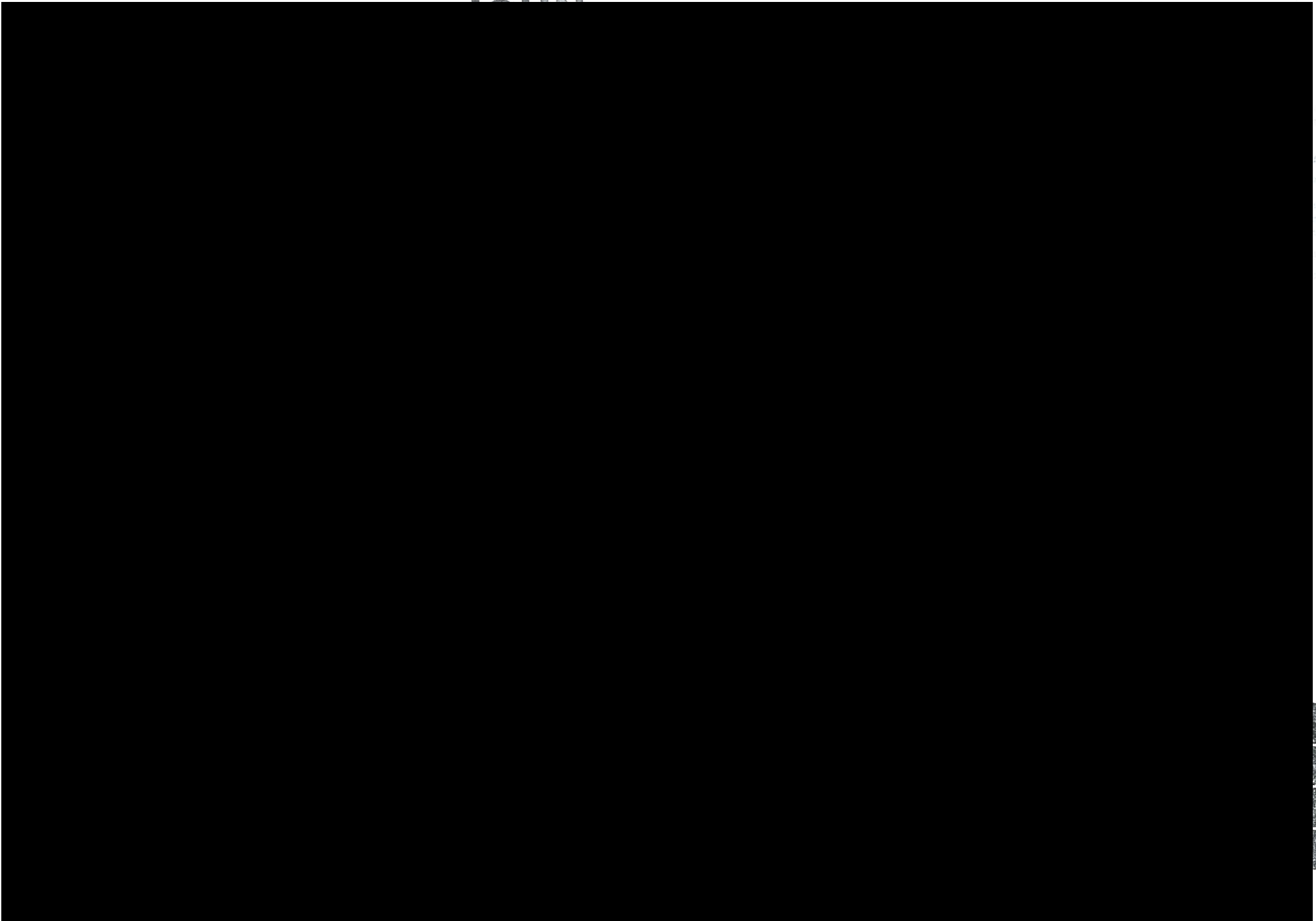


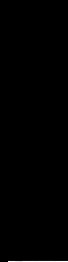
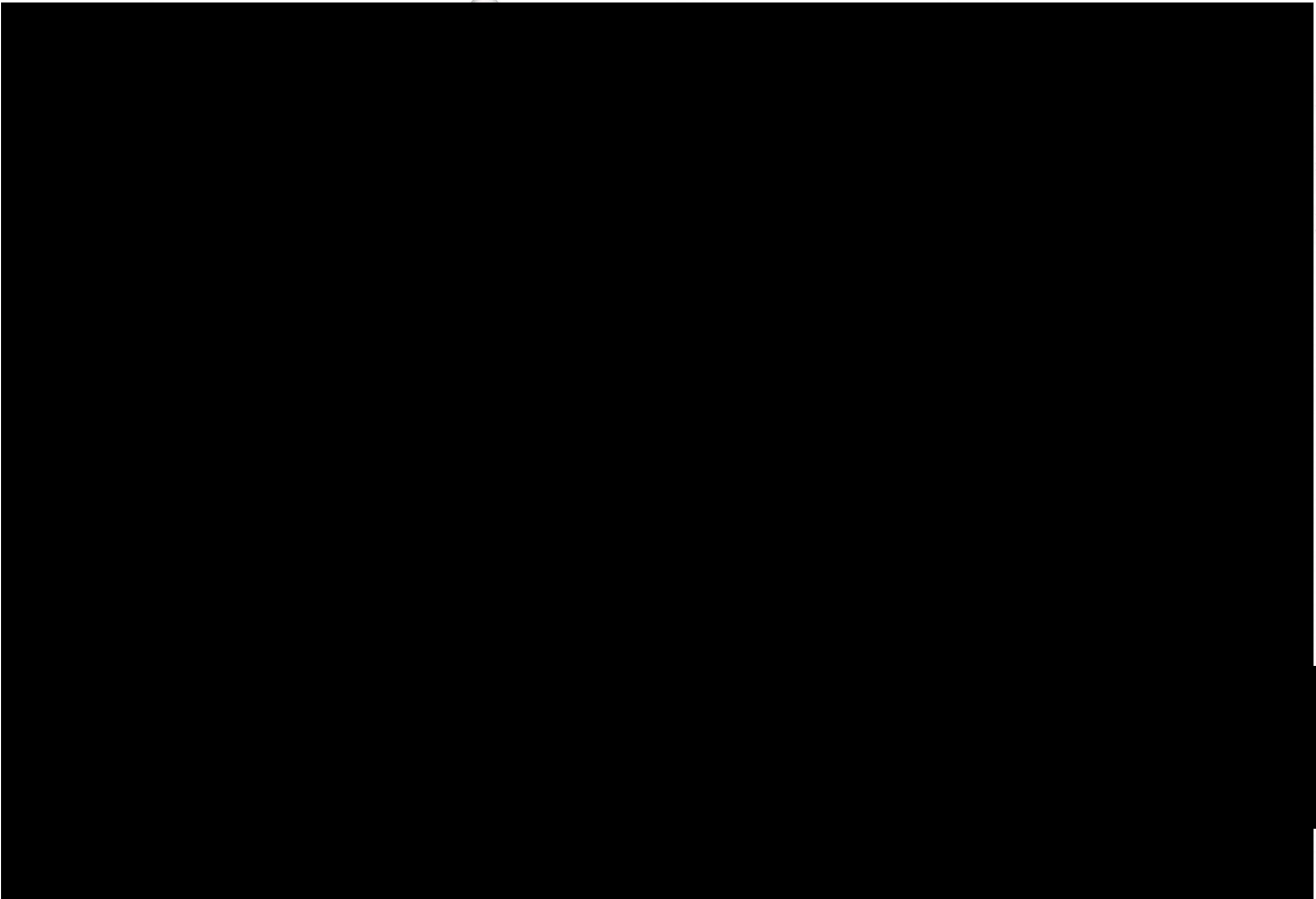


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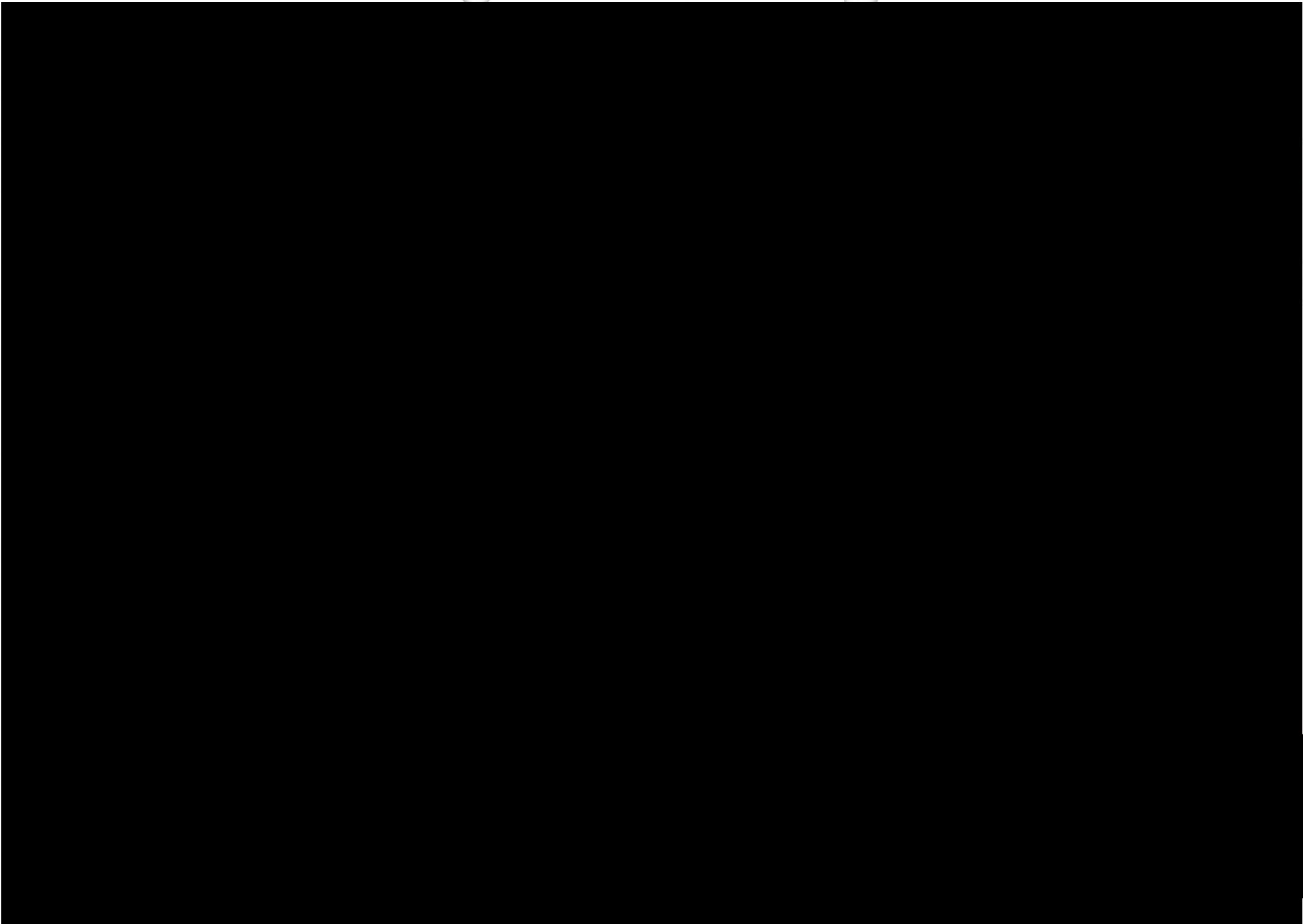




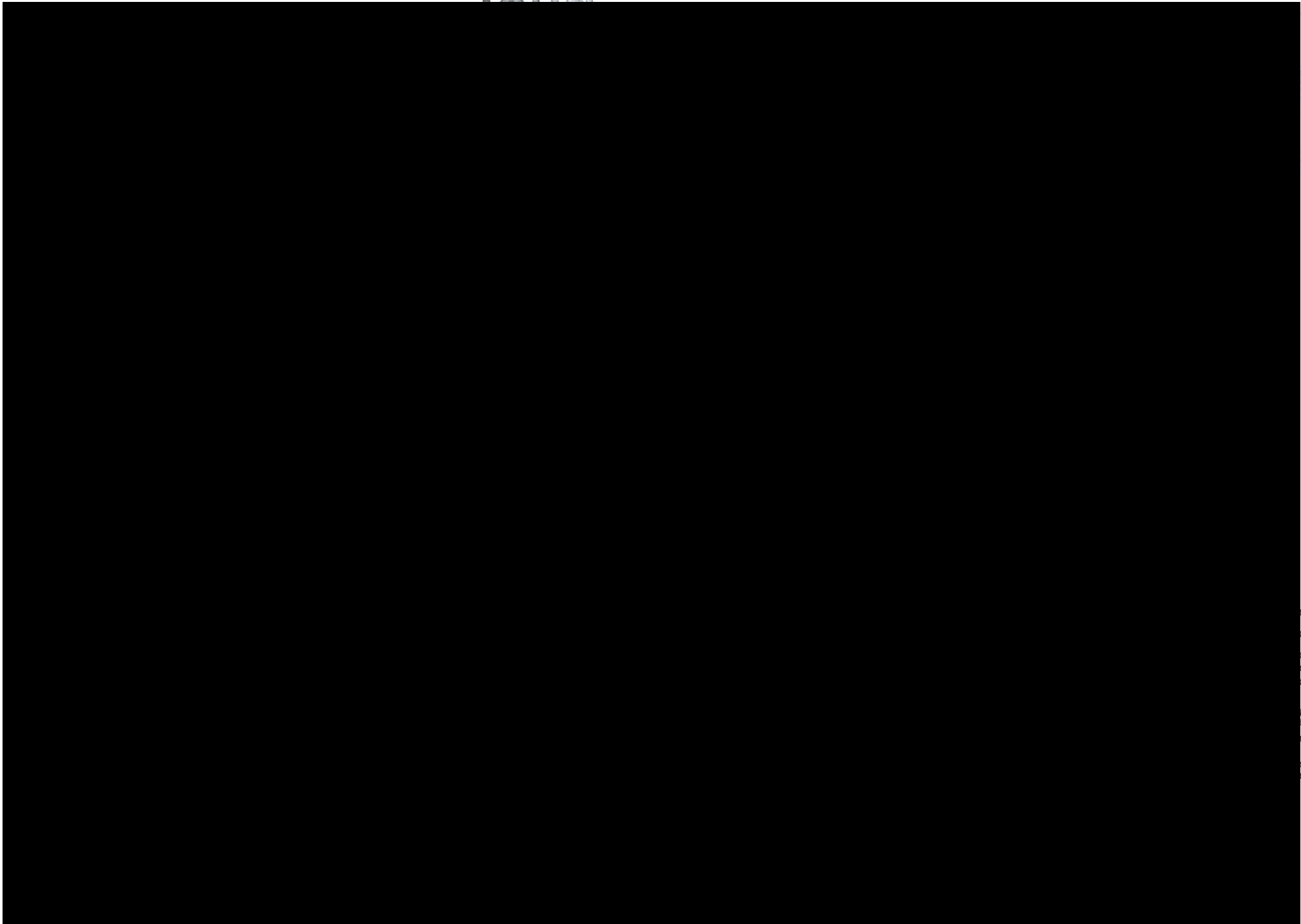


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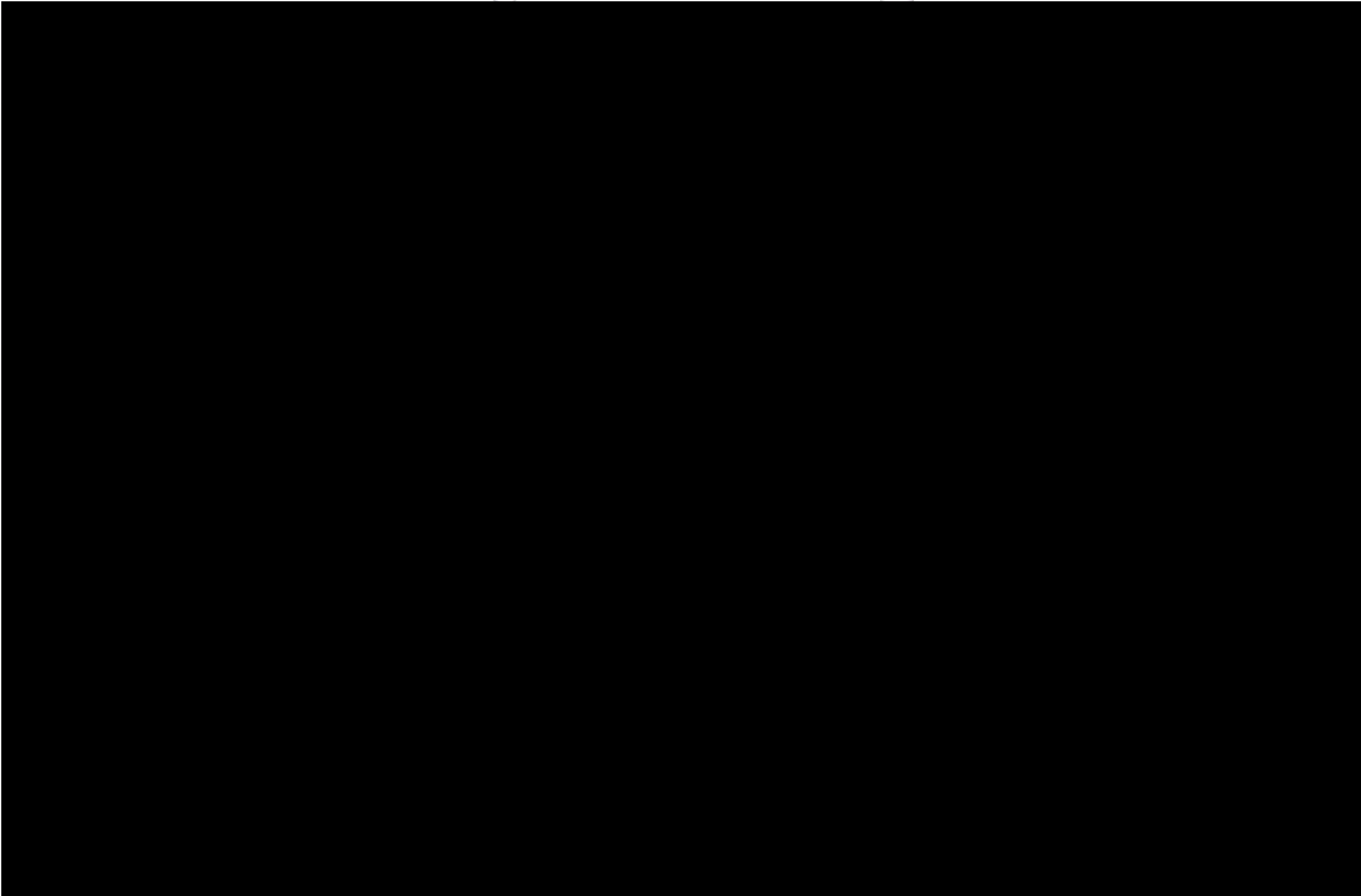


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## SCHEDULE A13. – PROJECT PLAN REQUIREMENTS

(Clauses 5.2, ■, 17 and Schedule A2)

### 1. GENERAL

#### 1.1 Definitions

**Aboriginal People** has the meaning given in Appendix A1 of the SWTC.

**Codes and Standards** means the codes, standards, specifications and guidelines referred to in section 4.2 of the SWTC.

**Community Consultation Personnel** has the meaning given in Annexure E to this Schedule A13.

**Group Training Organisation** has the meaning given in Appendix A1 of the SWTC.

**Local** has the meaning given in Appendix A1 of the SWTC.

**Local Sustainable Jobs** has the meaning given in Appendix A1 of the SWTC.

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

(a) which:

(i) does not:

(A) prevent the MQD Works from being fit for their intended purpose; or

(B) affect the safety and operation of the Sydney Metro City & Southwest; and

(ii) the Principal's Representative determines (acting reasonably) that the WL Developer has reasonable grounds for not promptly procuring correction of; or

(b) which the parties agree in writing is a Minor Non-Compliance.

**Non Traditional Trade** has the meaning given in Appendix A1 of the SWTC.

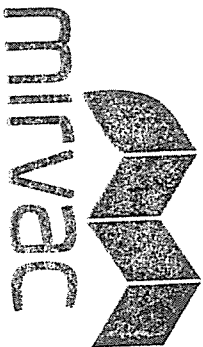
**Recognised Aboriginal Business** has the meaning given in Appendix A1 of the SWTC.

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

**Supply Chain** means the network of contracted suppliers, participating in the delivery and operation of Sydney Metro City & Southwest, and includes but is not limited to the WL Developer, its Subcontractors and other entities engaged by them for the MQD.

**Sydney Metro Overarching Community Communications Strategy** means the document of that name which is included in electronic form in Schedule F1 (*Electronic Files*).

**Trade Workforce** means any person who is required to hold a contractor licence for the trade in which they are engaged or a tradesperson on or in respect of the MQD. This



includes any person who has qualified, or qualifies by service as an apprentice, for employment as a tradesperson.

**Trainee** means an employee registered as a trainee, holding a formal training contract with their employer, who is directly employed by the WL Developer or its Subcontractors in the Supply Chain or hosted via a Group Training Organisation and who has been employed by that employer in relation to the MQD for a period not less than 26 weeks.

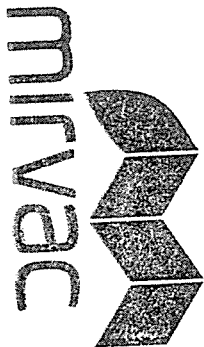
**Work Experience Placements** has the meaning given in Appendix A1 of the SWTC.

**Workforce** means all workers employed directly or contracted by the WL Developer, Subcontractors and the broader Supply Chain inclusive of management and professional, technical and trade.

**Workforce Skills Development** has the meaning given in Appendix A1 of the SWTC.

## 1.2 General requirements

- (a) Each Project Plan must contain, as a minimum, the contents specified in the relevant sections of this Schedule A13.
- (b) Where content requirements overlap between Project Plans, the WL Developer may avoid duplication by cross referencing.
- (c) Where this Schedule A13 requires the same Project Plan to be produced as a Development Consent or other relevant Approval does, a single Project Plan is to be provided which complies with all requirements.
- (d) All Project Plans must describe their interface with other Project Plans.
- (e) The Construction and Site Management Plan must be produced separately. Otherwise Project Plans may be combined for convenience.
- (f) The Principal's Representative may review each Project Plan and, within 10 Business Days following submission of the Project Plan to the Principal's Representative, determine whether the Project Plan complies with the requirements of this Schedule A13 and, if the Project Plan does not comply with the requirements of this Schedule A13 (Minor Non-Compliances excepted), notify the WL Developer of the non-compliances with detailed reasons.
- (g) If any Project Plan does not comply with the requirements of this Schedule A13 or the WL Developer has not updated any Project Plan in accordance with the requirements of this Schedule A13 (Minor Non-Compliances excepted), the Principal's Representative may by written notice direct the WL Developer to amend or update the Project Plan specifying:
  - (i) the reasons why such amendment or update is required (or why the Project Plan does not comply with this Schedule A13); and
  - (ii) the time within which such updating must occur (which must be reasonable, having regard to the amount of work required),
 and the WL Developer must comply with such direction.
- (h) Each Project Plan that is amended or updated in accordance with this clause 1.2 of this Schedule A13 must be submitted by the WL Developer to the Principal's Representative for review in accordance with this clause 1.2 of this Schedule A13.



- (i) If the WL Developer receives a notice under clause 1.2(f) of this Schedule A13, the WL Developer must, within 10 Business Days, submit a revised Project Plan to the Principal's Representative which complies with the requirements of this Schedule A13, whereupon the provisions of this Schedule A13 will re-apply to the revised elements of Project Plan or affected plans (as applicable).
- (j) If the Principal's Representative notifies the WL Developer of any Minor Non-Compliances:
  - (i) the Principal's Representative may recommend an action that may be taken by the WL Developer to address the Minor Non-Compliances; and
  - (ii) the WL Developer must complete the recommended action, or take any other action the WL Developer deems reasonable in the circumstances to correct the Minor Non-Compliances to the extent required for that Project Plan to comply with this Schedule A13, within the timeframe (if any) specified by the Principal's Representative (as applicable).
- (k) If the Principal's Representative does not respond within the 10 Business Day period referred to in clause 1.2(f) of this Schedule A13, the WL Developer may use the Project Plan at the WL Developer's own risk.

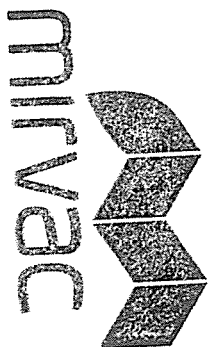
**2. PART A - PROJECT PLAN REQUIREMENTS PRIOR TO THE STATION DATE OF COMPLETION**

- (a) Until the Station Date of Completion, the following Project Plans must be prepared in accordance with the times, and comply with the requirements, set out in Section 2 of Appendix F2 of the SWTC for the Station Project Works, applicable to the MQD Works:
  - (i) Project Health and Safety Management Plan; and
  - (ii) Construction and Site Management Plan.
- (b) Until Waterloo Station operational commencement, the Community Communications Strategy must be prepared in accordance with the times, and comply with the requirements, set out in Section 2 of Appendix F2 of the SWTC for the Station Project Works, applicable to the MQD Works.
- (c) The content requirements for the MQD Works (including in respect of each Separable Portion) must be detailed out separately but can be contained in a single Project Plan with the Station Project Plan for the Station Project Works required to be prepared by the WL Contractor under the Station Delivery Deed.

**3. PART B – ON-GOING PROJECT PLAN REQUIREMENTS**

**3.1 Project Plan submission and update**

- (a) All Project Plans identified in this Schedule A13 must be submitted and updated:
  - (i) in accordance with the times set out in Table 1 of this Schedule A13;
  - (ii) where reasonably requested or required by the Principal's Representative or any Authority; and
  - (iii) when a significant change to a methodology has occurred.
- (b) The Project Plans must be progressively reviewed, monitored, amended and updated. The WL Developer's reviews of the Project Plans must regularly reassess

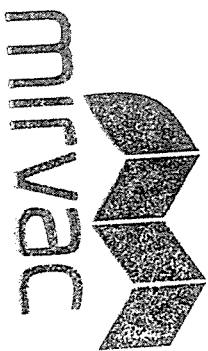


their applicability, suitability and effectiveness for procuring the management of the MQD Works taking into account:

- (i) status and progress of the MQD Works;
- (ii) changes to the MQD Works;
- (iii) lessons learnt during the design and/or delivery phases and activities;
- (iv) changes in other related Project Plans including relevant Station Project Plans under the Station Delivery Deed;
- (v) requirements and matters that are not covered by the existing Project Plans;
- (vi) changes to the Project Plans as requested by the Principal's Representative;
- (vii) changes in Law;
- (viii) the commencement of new phases or stages of design, construction, testing or commissioning;
- (ix) any direction given by the Principal's Representative under this deed; and
- (x) any breach or potential breach of the warranty under this deed.

3.2 **Table 1 - Project Plans**

Ref	Project Plan	Project Plan submission date	Update frequency
1.	<b>Project Health and Safety Management Plan for each Separable Portion</b>	In respect of each Separable Portion, 40 Business Days prior to the MQD Works in that Separable Portion Substantially Commencing	In respect of each Separable Portion, annually until Completion of that Separable Portion is achieved or following a significant change
2.	<b>Construction and Site Management Plan</b>	In respect of a Separable Portion, 40 Business Days prior to the MQD Works in that Separable Portion Substantially Commencing	Annually until Completion of the Separable Portion is achieved or following a significant change
3.	<b>Community Communications Strategy</b>	In respect of a Separable Portion, 40 Business Days prior to the MQD Works in that Separable Portion Substantially Commencing	Every six months until Completion of the Separable Portion is achieved or following a significant change

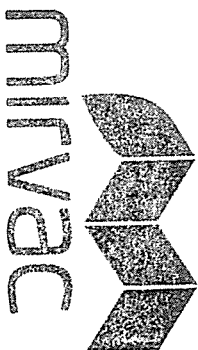




Ref	Project Plan	Project Plan submission date	Update frequency
5.	<b>Condition and Dilapidation Survey</b>	In respect of a Separable Portion, 20 Business Days prior to Completion of that Separable Portion	n/a

3.3 **Project Health and Safety Management Plan**

- (a) For each Separable Portion, the WL Developer must develop, implement and maintain a Project Health and Safety Management Plan (**PHSMP**) that complies with and demonstrates compliance with the requirements of:
  - (i) the WHS Legislation;
  - (ii) the Heavy Vehicle National Law;
  - (iii) the Rail Safety National Law;
  - (iv) other relevant Codes and Standards;
  - (v) the latest versions of the New South Wales Government Work Health & Safety Management Systems and Auditing Guidelines;
  - (vi) the latest version of the Office of the Federal Safety Commissioner’s Audit Criteria Guidelines; and
  - (vii) relevant requirements imposed on the WL Developer through this deed.
- (b) The PHSMP must also cover as a minimum the following safety-related topics:
  - (i) safety action plan;
  - (ii) risk management;
  - (iii) occupational health, hygiene and wellness;
  - (iv) chain of responsibility;
  - (v) traffic management;
  - (vi) security management;
  - (vii) interface management;
  - (viii) Subcontractor safety management; and



- (ix) emergency and crisis management.

### 3.4 Construction and Site Management Plan

The Construction and Site Management Plan must describe the procedures and processes that the WL Developer will undertake to procure the planning and execution of the MQD Works in each Separable Portion, demonstrating how the WL Developer will avoid [REDACTED] non-compliances with the Principal Project Requirements and must:

- (a) detail how the WL Developer will comply with its obligations under this deed in relation to the control, establishment, security, use and rehabilitation of each Construction Site;
- (b) determine effective construction staging and temporary works that will ensure that Waterloo Station and rail operations and the associated transport facilities' operational requirements are maintained and impact to these operations is minimised and managed accordingly during construction of the MQD Works; and
- (c) address the management of interfaces with all Authorities, Interface Contractors and other stakeholders including:
  - (i) work implications and applicable construction methodologies; and
  - (ii) outline an incident reporting procedure and crisis management procedures with reference to this deed.

### 3.5 Community Communications Strategy

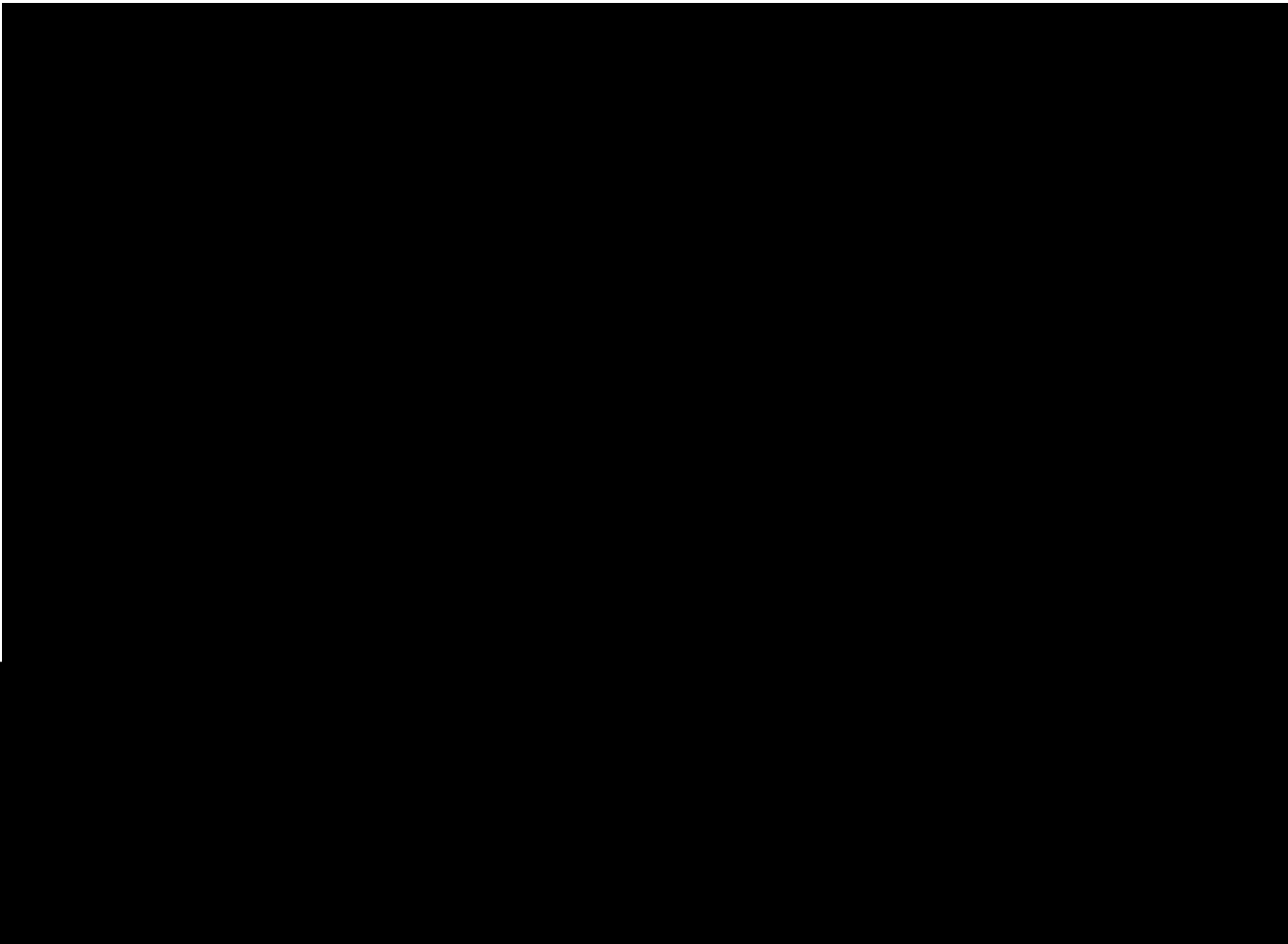
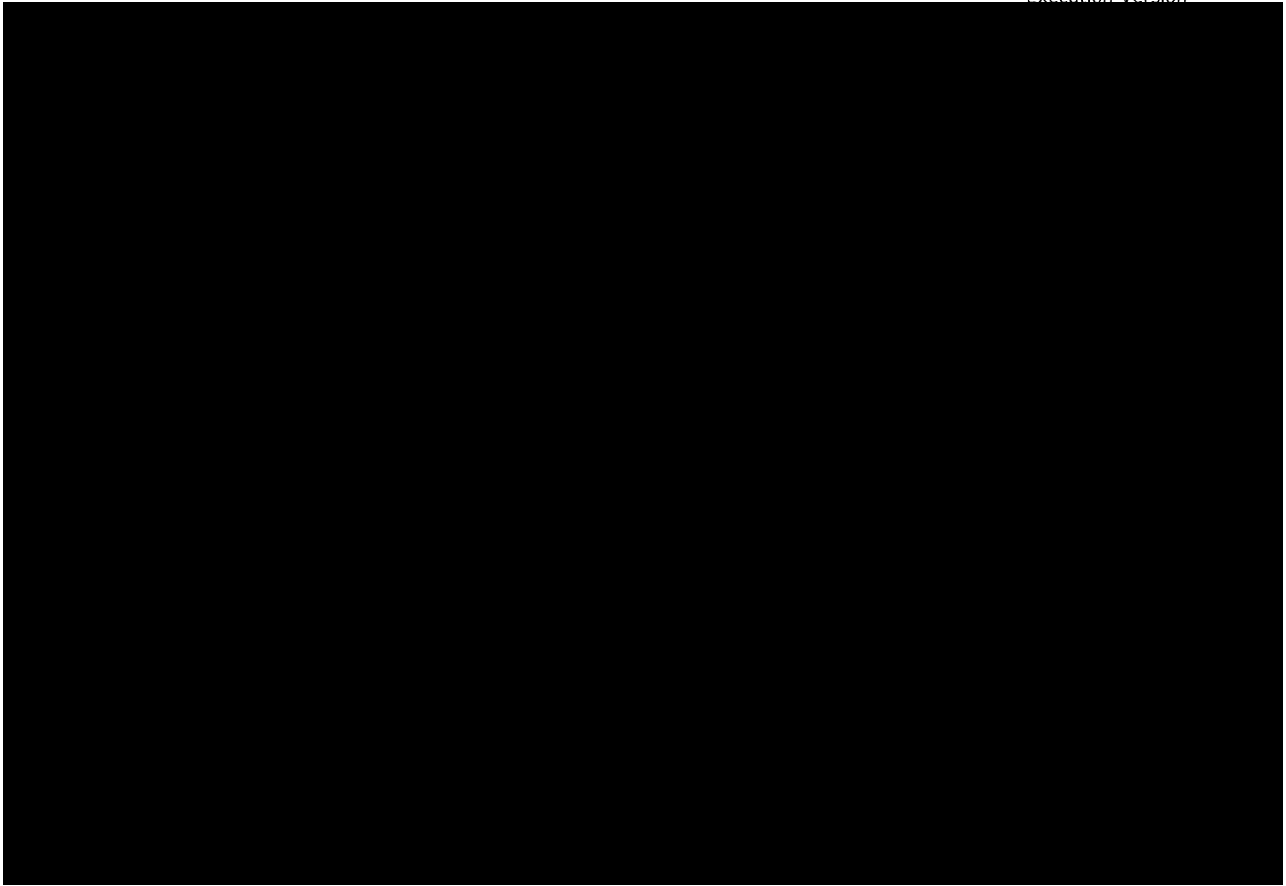
The WL Developer must develop, implement and maintain the Community Communications Strategy, which must:

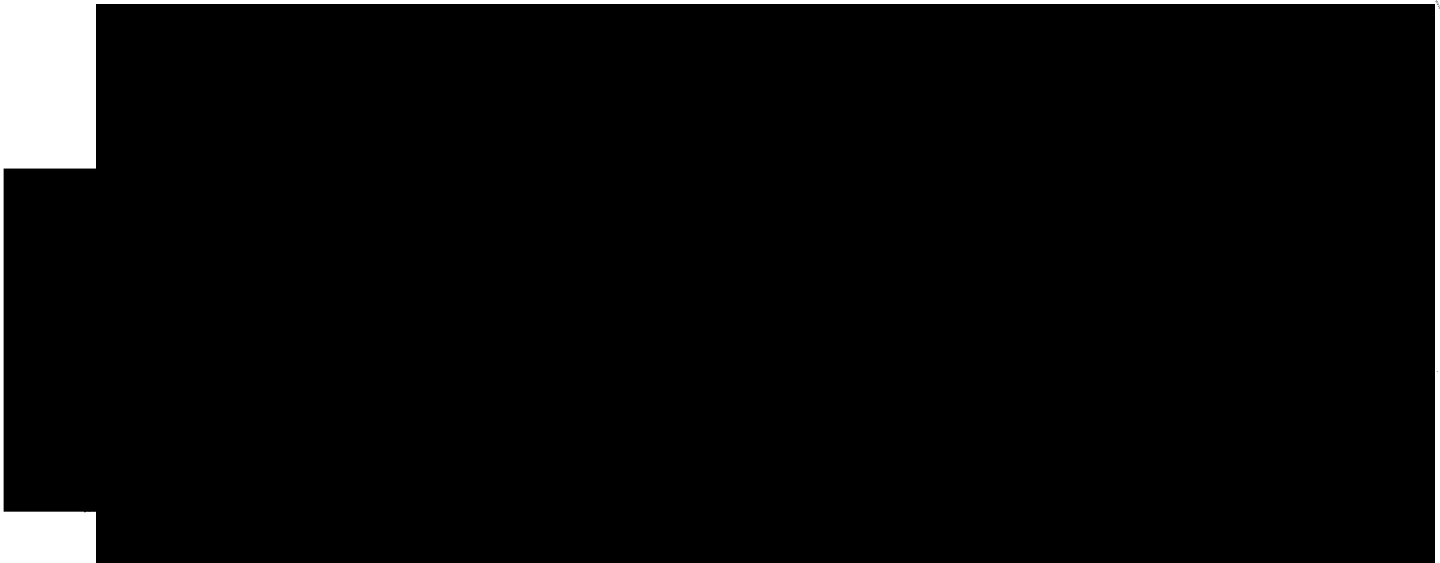
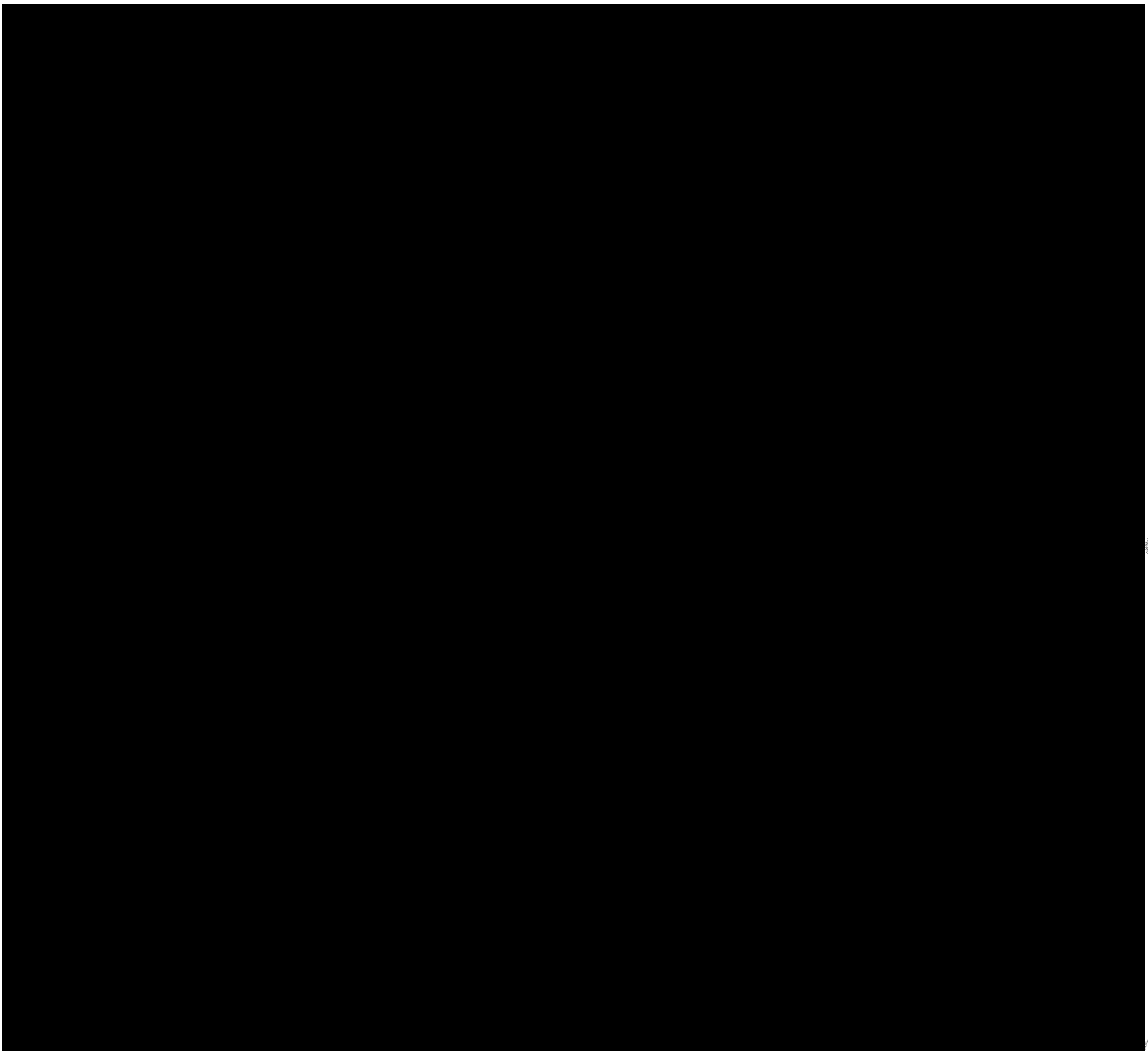
- (a) comply with and include all requirements of the Sydney Metro Overarching Community Communications Strategy and detail processes and procedures for:
  - (i) handling complaints and enquiries;
  - (ii) handling of media and government enquiries; and
  - (iii) incident and crisis communication management and reporting; and
- (b) comply with the Community Consultation Requirements.

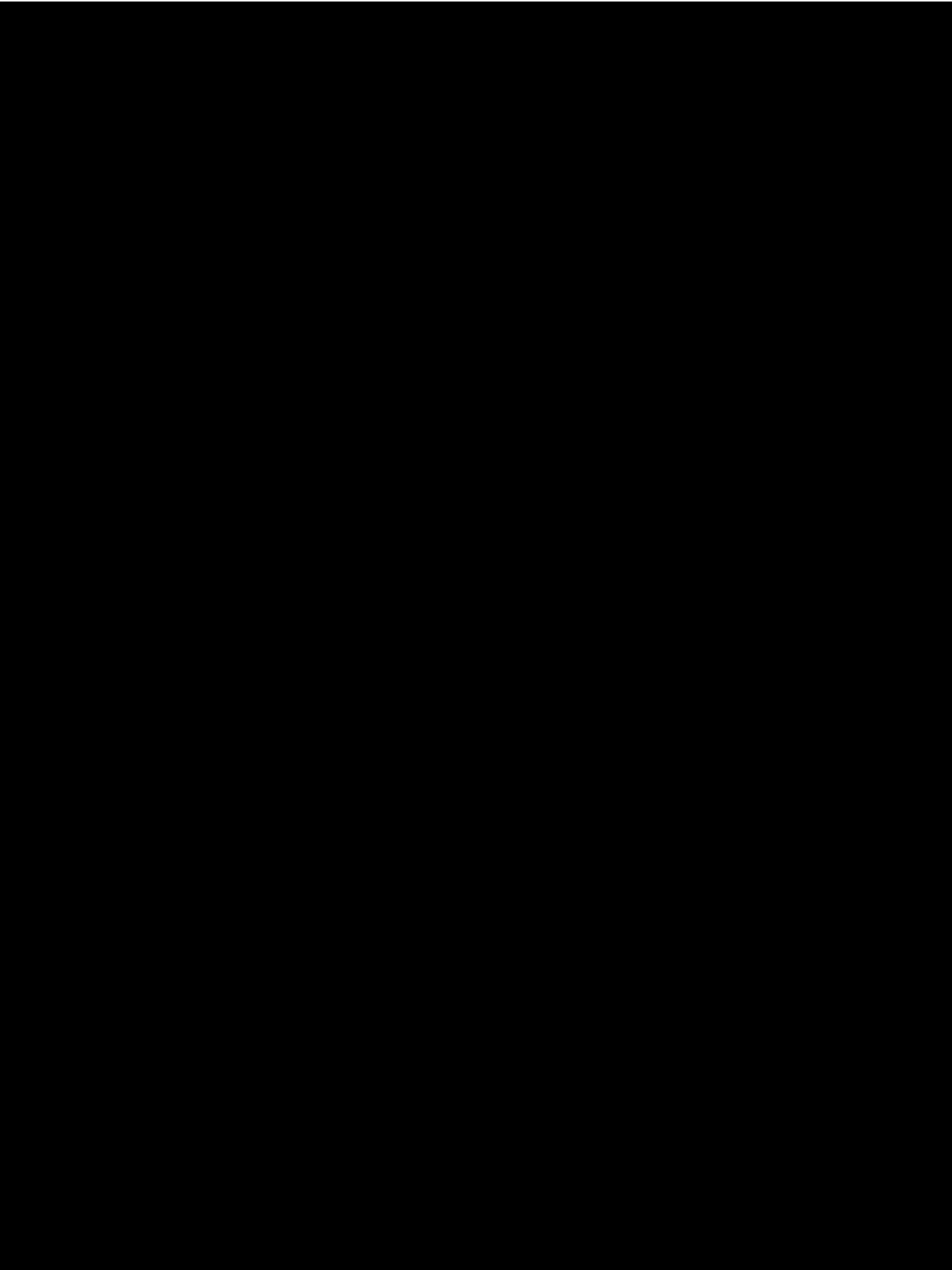
### 3.6 Condition and dilapidation survey

Prior to Completion of each Separable Portion, a condition and dilapidation survey is required in respect of that Separable Portion.

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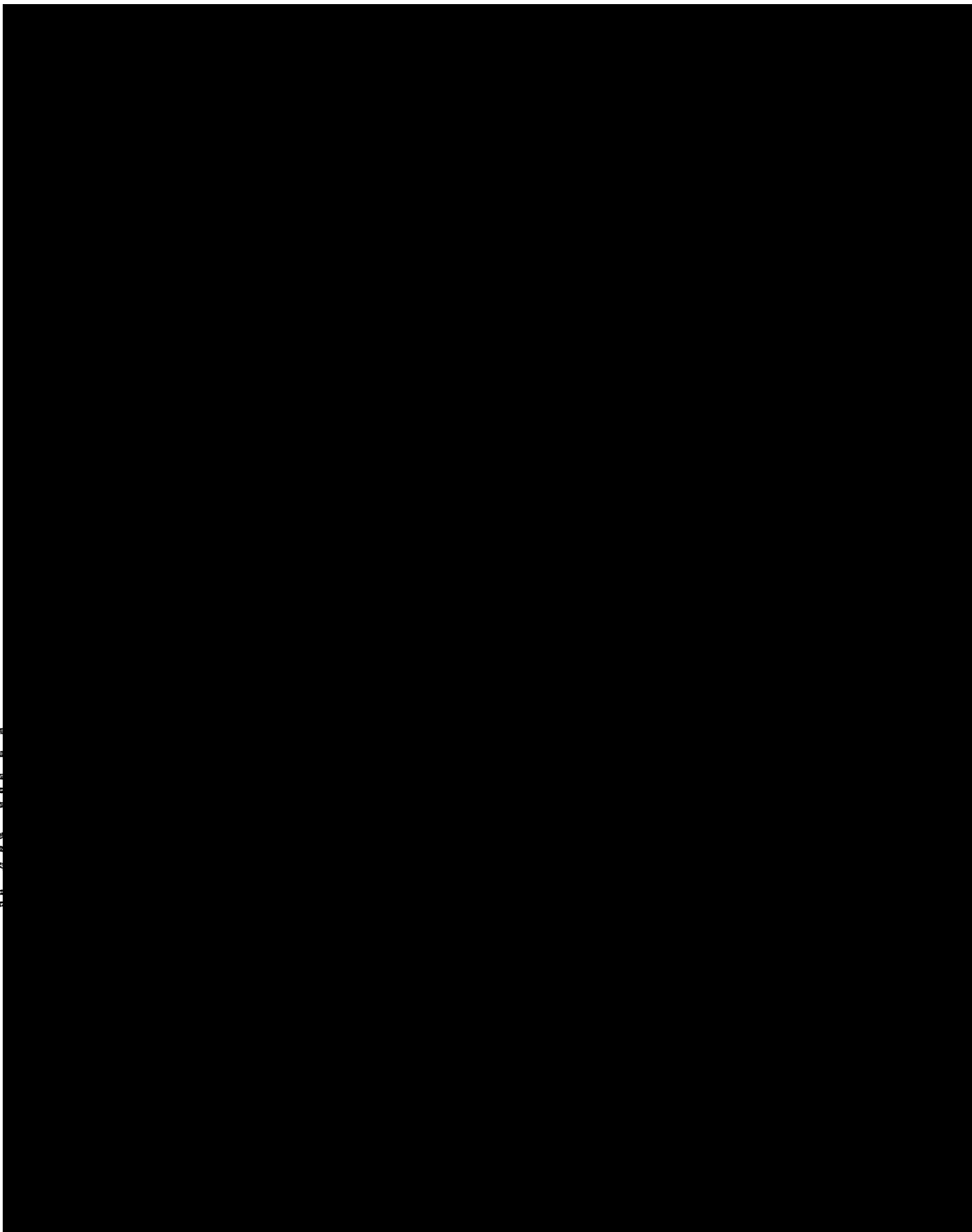




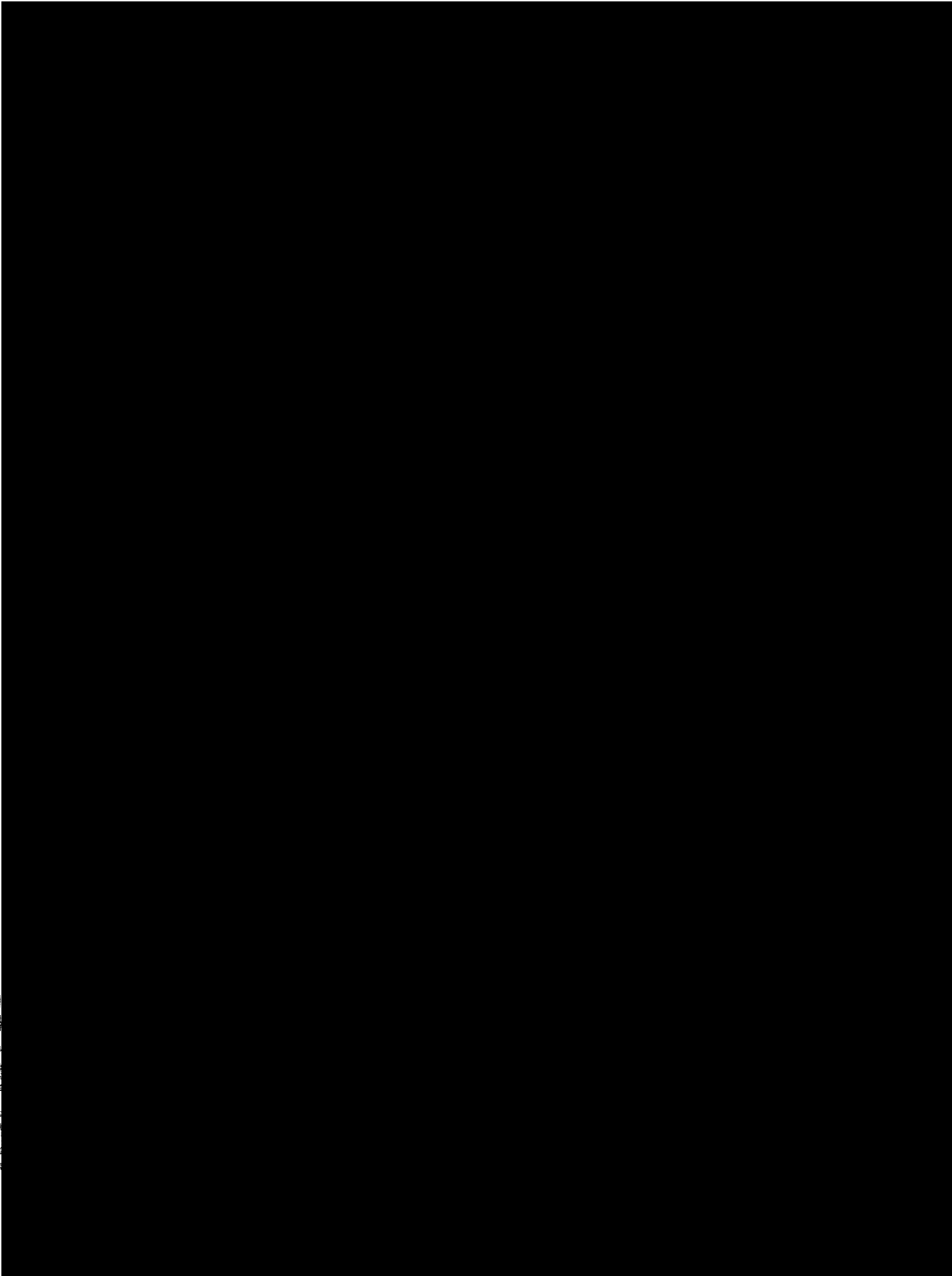


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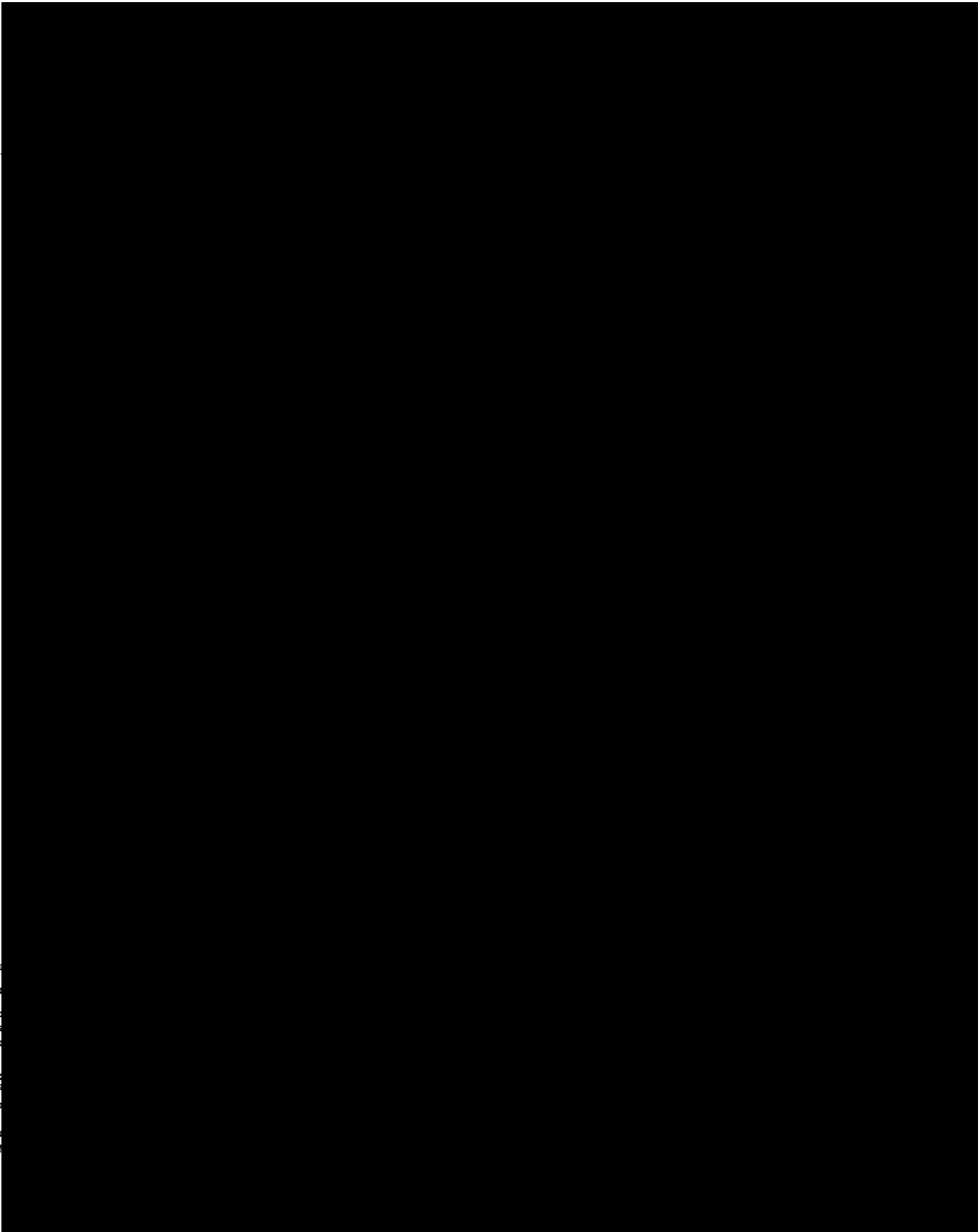




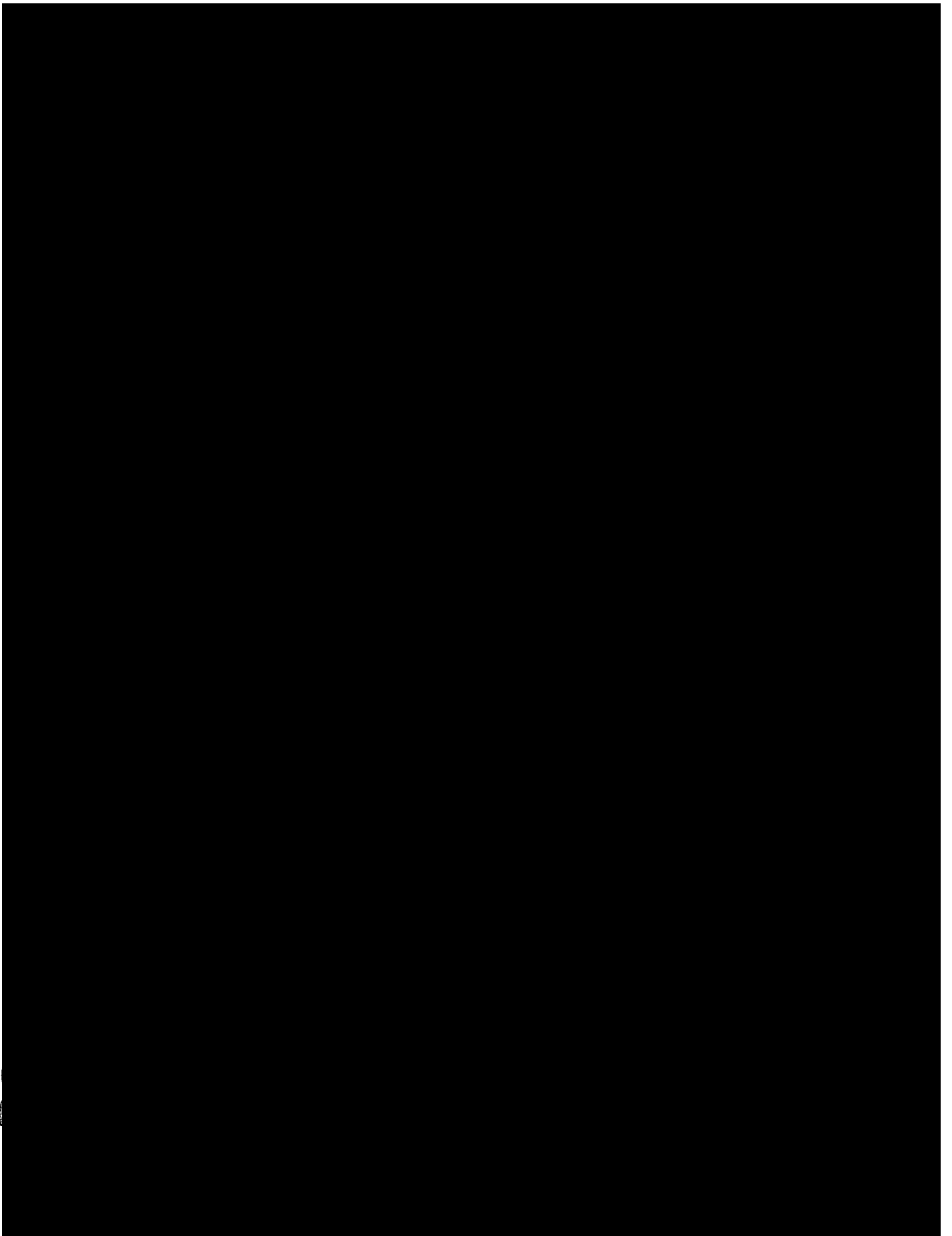
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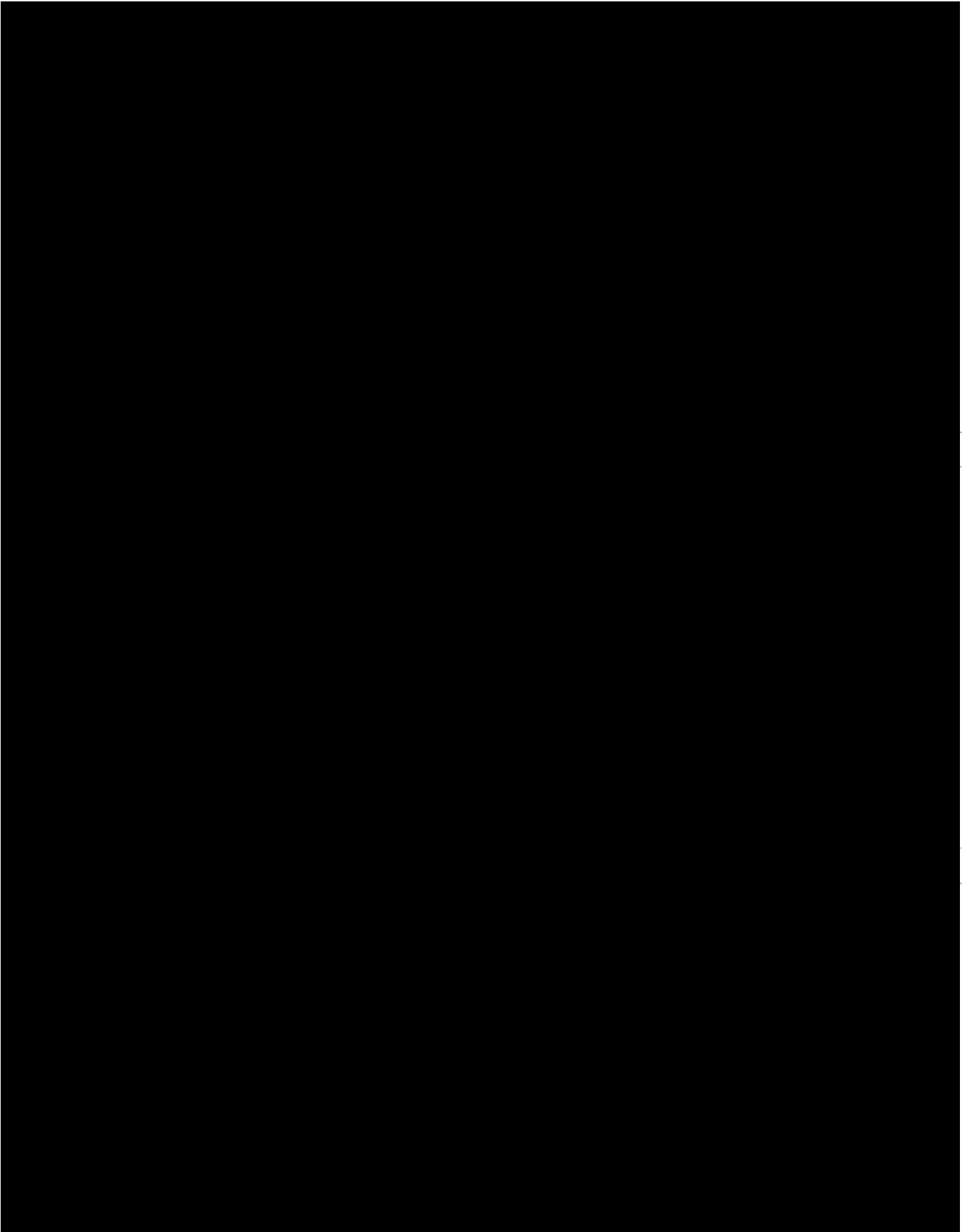


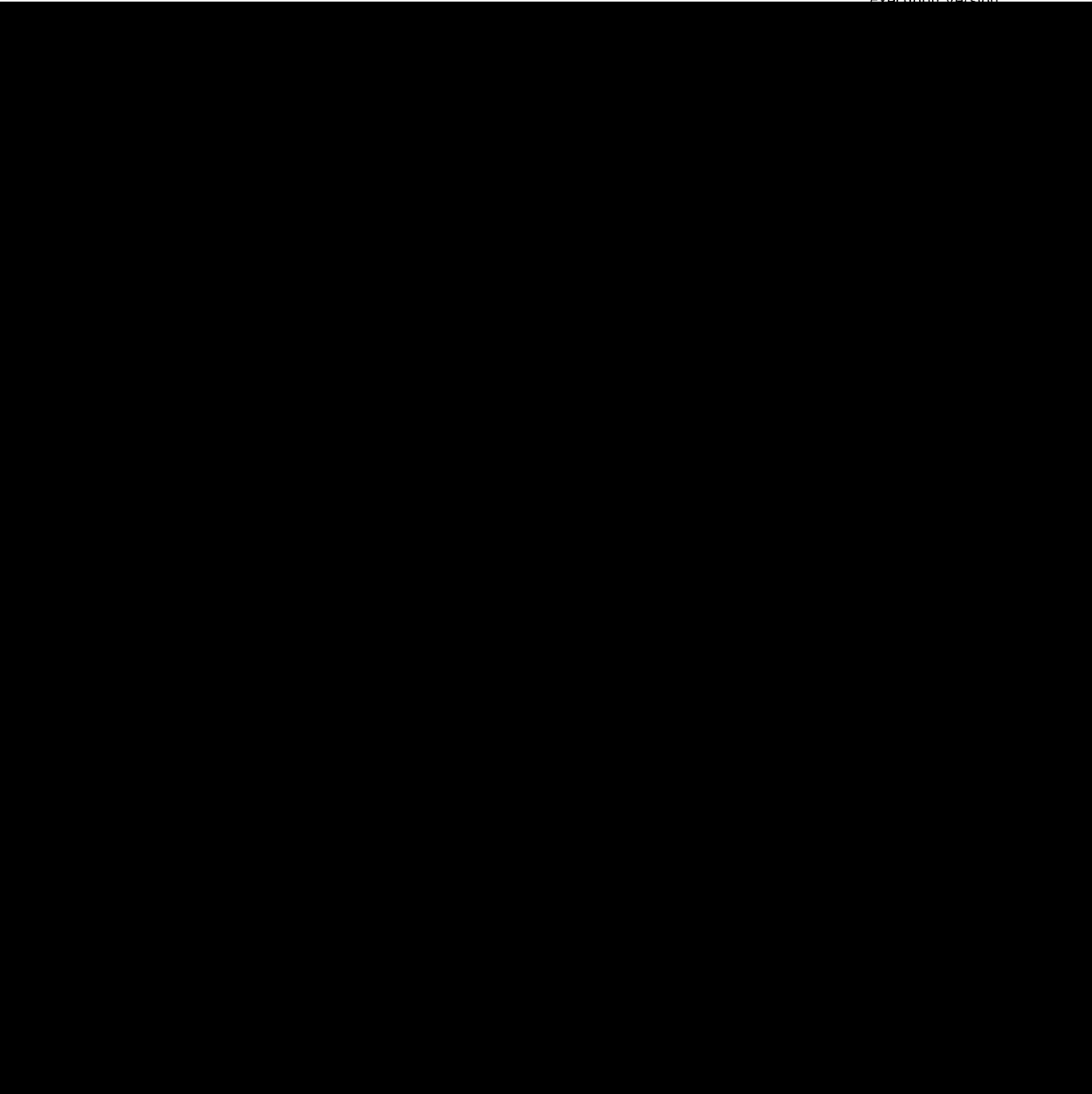
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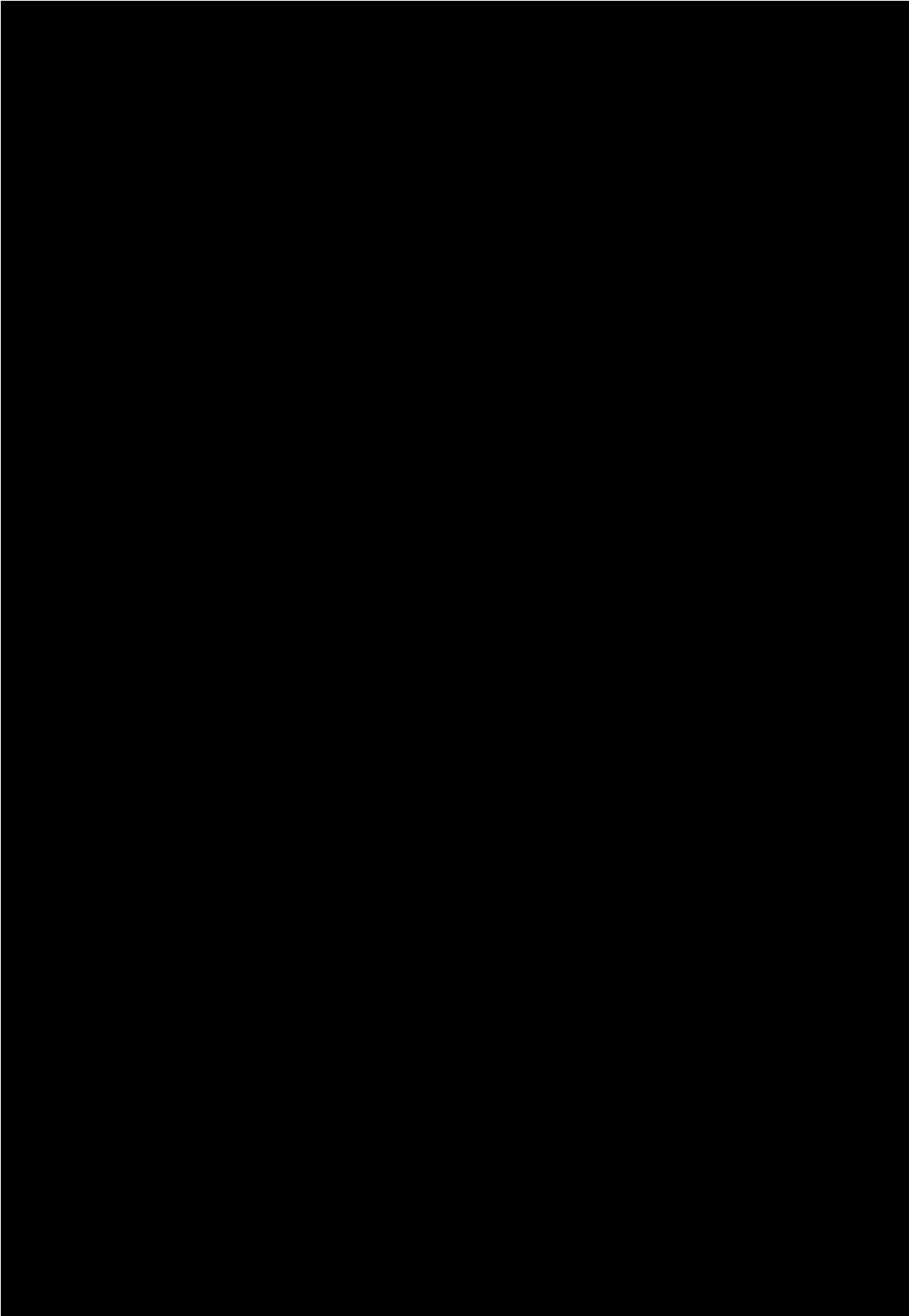


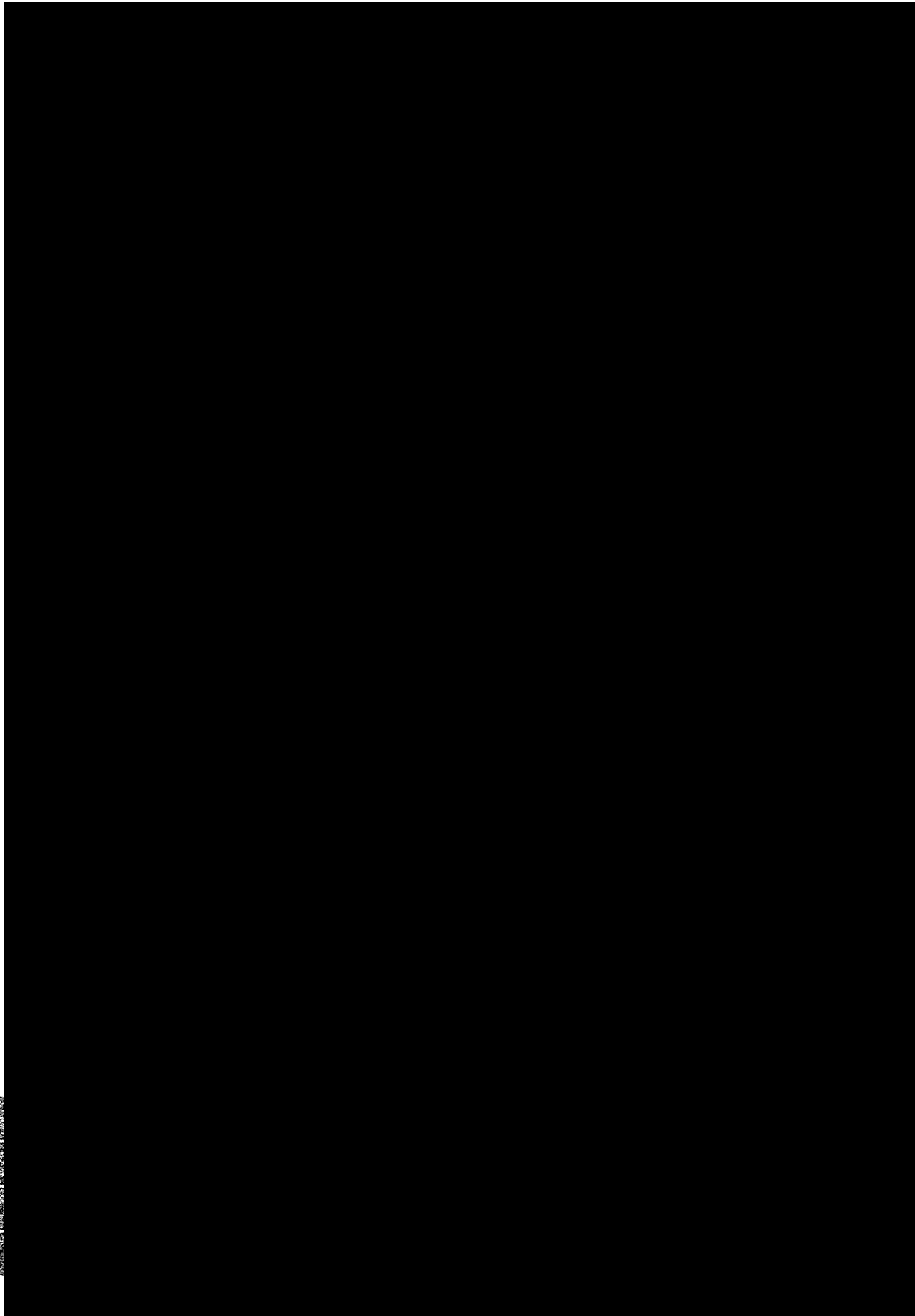


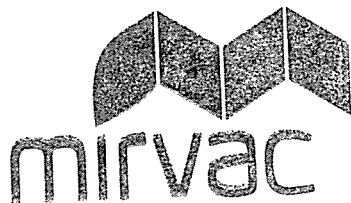














## **SCHEDULE A14. – REQUIREMENTS OF APPROVED ENGINEER**

(Clause 8.6)

### **1. DEFINITION**

For the purpose of this Schedule A14:

**Authorised Engineering Organisation** has the meaning given in the Station Delivery Deed.

### **2. REQUIREMENTS OF APPROVED ENGINEER**

#### **2.1 Requirements of Approved Engineer**

The following are the minimum required qualifications, experience and expertise that must be possessed by an Approved Engineer:

- (a) Quality Management System meeting the standards of AS/NZS ISO 9001; and
- (b) be an Authorised Engineering Organisation.

### **3. REQUIREMENTS OF APPROVED ENGINEER'S PERSONNEL**

#### **3.1 General**

The following are the minimum required qualifications, experience and expertise that must be possessed by the Approved Engineer, and any person signing the certificates to be provided in accordance with clause 8.6(c) of this deed irrespective of the Engineering Discipline:

- (a) demonstrated experience in the design of works similar to the MQD Enabling Works and the applicable Separable Portion that are required to be designed under the terms of the Station Delivery Deed and under this deed respectively; and
- (b) suitable qualifications with a recognised industry body.

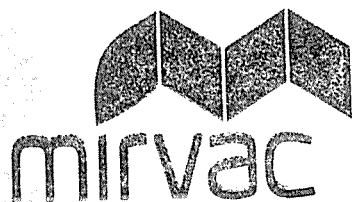
#### **3.2 Engineering Discipline**

In addition to the qualifications, experience and expertise set out in clause 3.1 in this Schedule A14, the Approved Engineer and any person signing the certificates to be provided in accordance with clause 8.6(c) of this deed, in relation to each Engineering Discipline under this deed must at a minimum possess the relevant qualifications, experience and expertise set out in Column B of table 1 of this Schedule A14.



Table 1

Column A	Column B
Engineering Discipline	Qualification
<b>Structural</b>	<ol style="list-style-type: none"> <li>1. 12 years' experience and proven ability in structural analysis and design of works similar to the Station Project Works and the Separable Portion that are required to be designed under the terms of the Station Delivery Deed and this deed respectively; and</li> <li>2. at least 5 years' experience in undertaking the checking of works design as an approved engineer, proof engineer or equivalent in the past 10 years.</li> </ol>
<b>Earthing, Bonding, Electrolysis and Electromagnetic Compatibility</b>	10 years' experience and proven ability in analysis and design of earthing, bonding and electrolysis protection systems works similar to the Station Project Works and the Separable Portion that are required to be designed under the terms of the Station Delivery Deed and this deed respectively.
<b>Noise and Vibration</b>	10 years' experience and proven ability in noise and vibration analysis and design of works similar to the Station Project Works and the Separable Portion that are required to be designed under the terms of the Station Delivery Deed and this deed respectively.



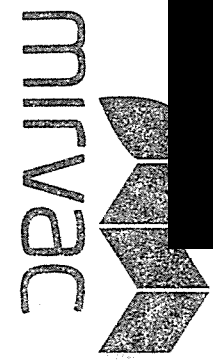
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### SCHEDULE A15. – SUSTAINABILITY REQUIREMENTS

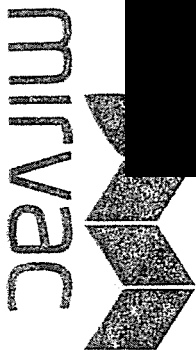
(Clause 6.9)

The WL Developer must ensure that the MQD Works achieve the following sustainability requirements or the equivalent sustainability requirements in force at the time that the MQD Works are registered with the relevant certifying body:

<b>"A"</b> Certification	<b>"B"</b> Rating to be achieved	<b>"C"</b> Part of MQD to which the rating applies	<b>"D"</b> When certificates are to be provided
[Redacted content]			



<b>"A"</b> Certification	<b>"B"</b> Rating to be achieved	<b>"C"</b> Part of MQD to which the rating applies	<b>"D"</b> When certificates are to be provided
[Redacted Content]			



**SCHEDULE A16. – WL DEVELOPER INSURANCE REQUIREMENTS**

(Clause 29)

**1. DEVELOPER'S INSURANCE OBLIGATIONS****1.1 General**

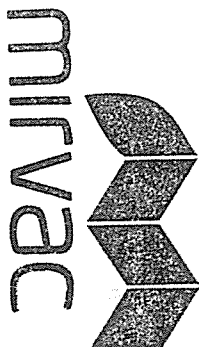
The WL Developer must:

- (a) effect and maintain, or cause to be effected and maintained, the following insurances:
- (i) workers compensation insurance as referred to in clause 1.2 of this Schedule A16;
  - (ii) professional indemnity insurance as referred to in clause 1.3 of this Schedule A16;
  - (iii) Construction Plant insurance as referred to in clause 1.4 of this Schedule A16;
  - (iv) motor vehicle insurance as referred to in clause 1.5 of this Schedule A16;
  - (v) if the Date for Commencement of a Separable Portion is after the Date of Completion of Portion 2 (as that term is defined in the Station Delivery Deed) [REDACTED], contract works (material damage) insurance as referred to in clause 1.6 of this Schedule A16;
  - (vi) if the Principal has given a notice to the WL Developer [REDACTED], public and products liability insurance as referred to in clause 1.7 of this Schedule A16; and
  - (vii) any other insurances it is required to maintain by Law,

on terms as required by Law, or where the terms are not required by Law, on terms that a prudent insured would effect given the terms offered by the Australian insurance market at the time the policy is incepted.

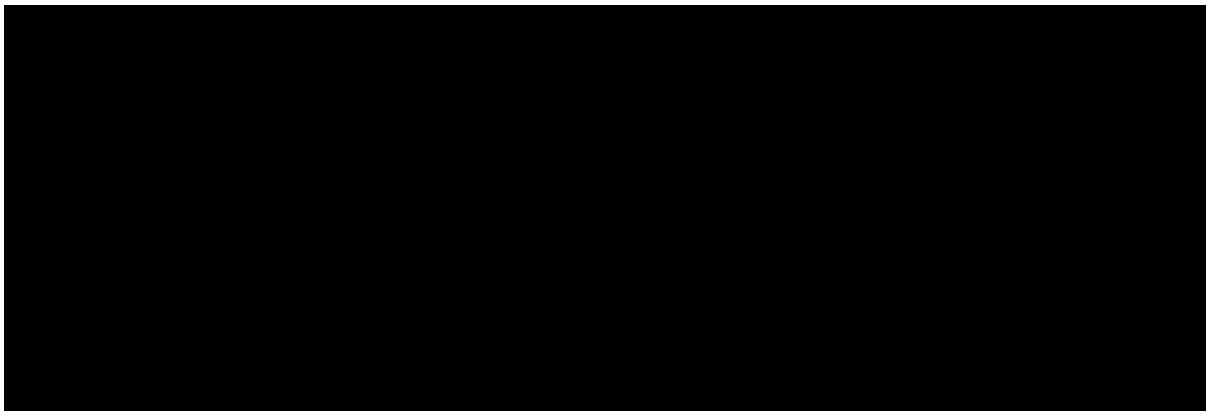
**1.2 Workers compensation insurance**

- (a) The WL Developer must effect and maintain workers compensation insurance (unless the WL Developer is a licensed self-insurer under the relevant statutory scheme) which covers workers in accordance with any statute relating to workers or accident compensation:
- (i) for the amount required by Law; and
  - (ii) in the name of the WL Developer and, where permissible under the relevant statutory scheme, extended to indemnify the Principal for its statutory liability to persons employed, or deemed to be employed, by the WL Developer.

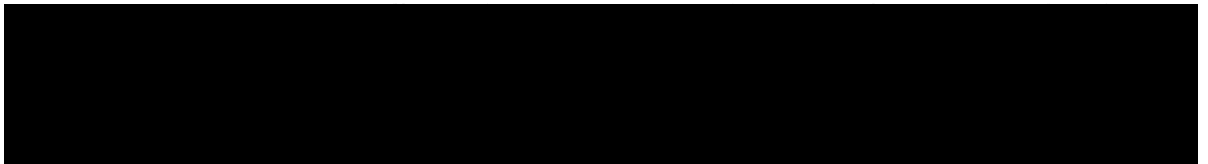


- (b) The WL Developer must ensure that each of its Subcontractors effects and maintains workers compensation insurance which covers employees in accordance with any statute relating to workers or accident compensation:
  - (i) for the amount required by Law; and
  - (ii) in the name of the Subcontractor and, where permissible under the relevant statutory scheme, extended to indemnify the Principal and the WL Developer for their statutory liability to persons employed, or deemed to be employed, by the Subcontractor.
- (c) The parties acknowledge and agree that John Holland Pty Ltd (ABN 11 004 282 268) (**John Holland**) will to the extent permitted by Law, self-insure in relation to workers compensation insurance. The WL Developer:
  - (i) warrants that John Holland is licensed to self-insure under the Comcare Scheme; and
  - (ii) must at any time, upon request by the Principal, provide the Principal with evidence of John Holland's licence to self-insure under the Comcare Scheme.

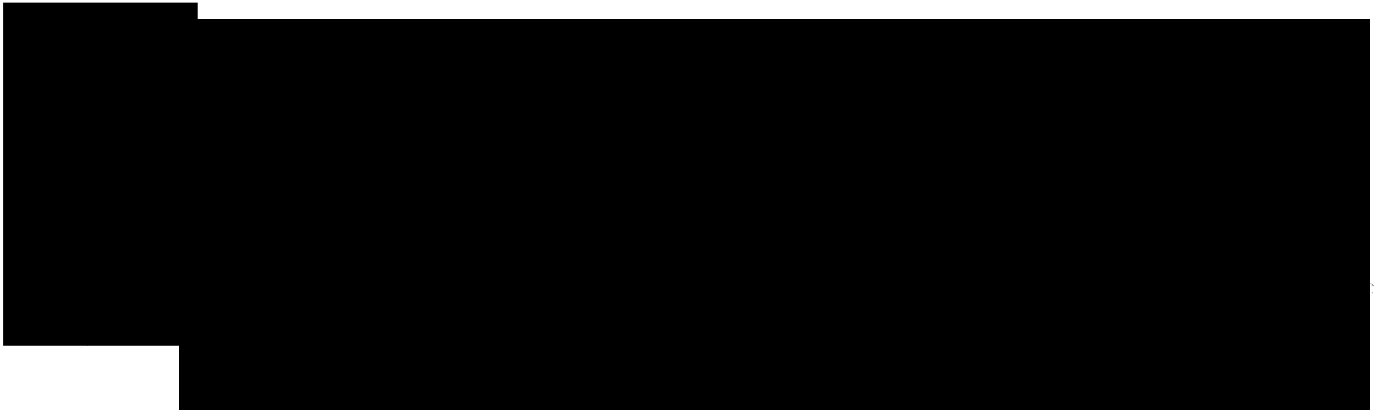
**1.3 Professional indemnity insurance**

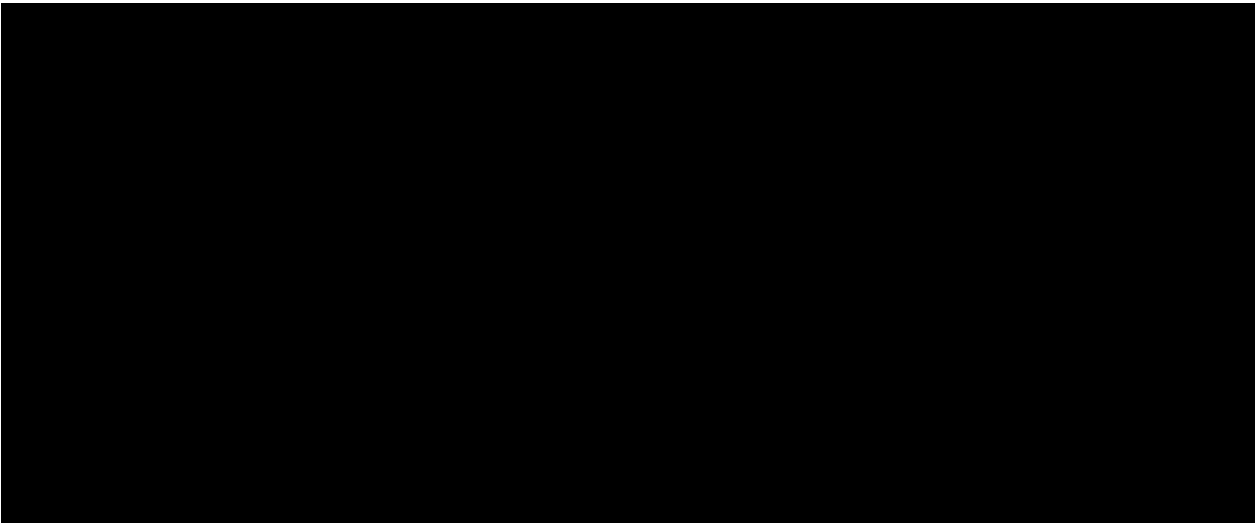


**1.4 Construction Plant insurance**



**1.5 Motor vehicle and plant insurance**



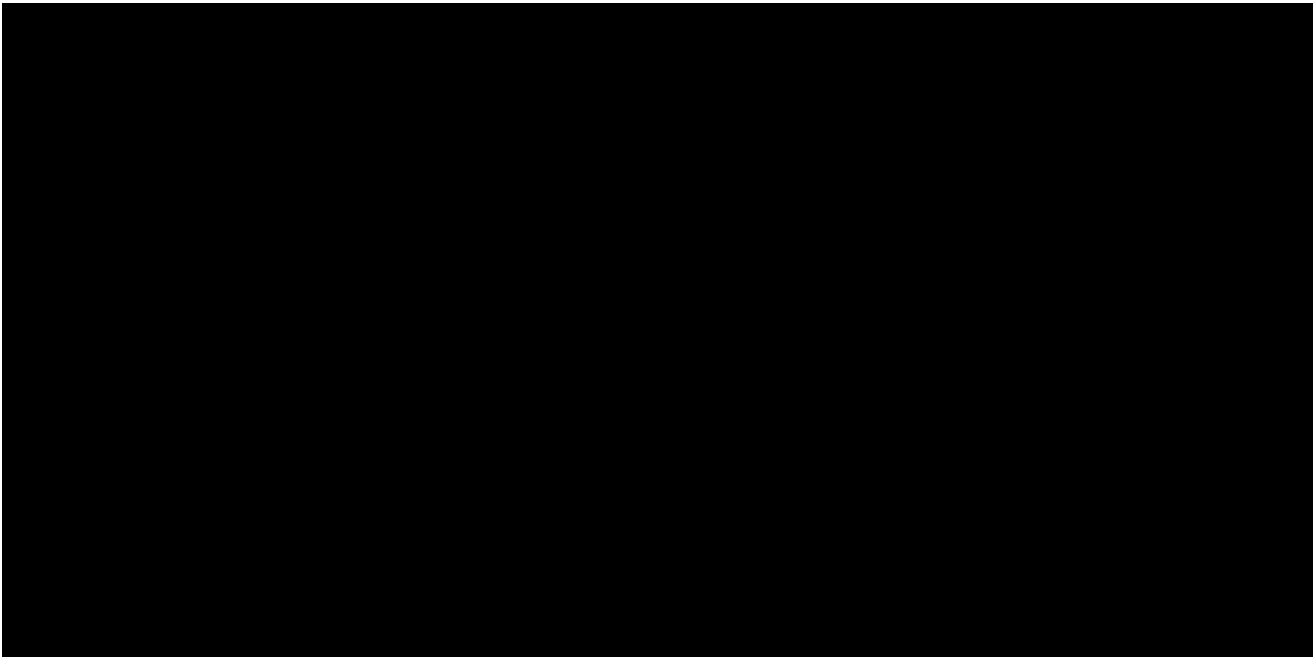


**1.6 Contract works (material damage) insurance**



**1.7 Public and products liability insurance**



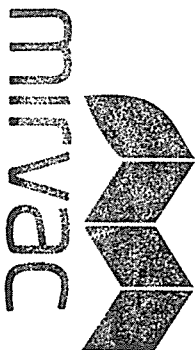


**2. DEVELOPER'S OBLIGATIONS**

**2.1 Provisions in policies**

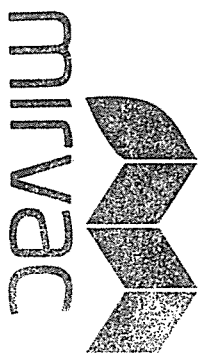
The WL Developer must ensure that:

- (a) the insurance required to be effected by the WL Developer under clause 1.6 of this Schedule A16 contains a provision approved by the Principal that requires the insurer to notify the Principal (in writing) whenever:
  - (i) it receives a notice under or in connection with the Insurance policy, including any claim; and
  - (ii) it gives any insured a notice under or in connection with the policy, which in the case of a notice of cancellation must be given to the Principal 30 days prior to the cancellation of the policy;
- (b) the insurance referred to in clause 1.7 of this Schedule A16 provides that:
  - (i) all insurance agreements and endorsements (with the exception of limits of liability) name, and operate as if there was a separate policy of insurance covering each of the insureds such that any act, error or omission or state of knowledge or intent will not be imputed to any other insured for the purposes of determining rights to indemnity;
  - (ii) failure by any insured to observe and fulfil the terms of the policy does not prejudice the insurance of any other insured;
  - (iii) any non-disclosure by one insured does not prejudice the right of any other insured to claim on the policy;
  - (iv) a notice to the insurer by one insured will be deemed to be notice by all insured parties; and
  - (v) the insurer waives all rights, remedies or relief to which it might become entitled by way of subrogation against the insureds; and





- (c) each insurance required to be effected by the WL Developer under clause 1 of this Schedule A16 (other than statutory insurances):
  - (i) is effected with insurers approved by the Principal;
  - (ii) is on terms approved by the Principal;
  - (iii) does not contain any exclusion, endorsement or alteration unless it is first approved in writing by the Principal (which approval must not be unreasonably withheld); and
  - (iv) covers any liability for GST such that the proceeds of any claim under each policy (after payment of GST) are sufficient to fully indemnify the insured who suffers the loss that is claimed (including in respect of any liability for GST).



**SCHEDULE A17. – INSURANCE POLICIES**

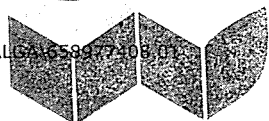
(Clause 29.2)

For the purposes of clause 29.2 of the MQD PDA, refer to the following insurance policy documents which are included as electronic files in Schedule F1 (*Electronic files*):

No.	Principal's Insurance	Relevant documents	Electronic file name
1.	Contract works (material damage) insurance		
2.	Public and products liability insurance		

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No.	Principal's Insurance	Relevant documents	Electronic file name

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HOLLAND**

**SCHEDULE A18. – SITE INTERFACE DEED POLL**

(Clauses 6.3(b), 9.7(d), 11.3(b))

**THIS DEED POLL** is made on [year]

**IN FAVOUR OF:**

- (1) [Insert name] ABN [number] of [address] (Appointed Principal Contractor); and
  - (2) Sydney Metro ABN 12 354 063 515 a New South Wales Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW) and located at Level 43, 680 George Street, Sydney NSW 2000 (Principal),
- (together, the **Beneficiaries**)

**GIVEN BY:**

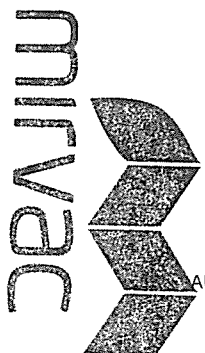
- (3) [Insert name] ABN [number] of [address] (**Accessing Contractor**)

**RECITALS:**

- (A) Pursuant to the deed titled "[insert]" between the Principal and [insert name] ABN [number] of [address] (**Site Contractor**) dated [insert] (**Contract**), the Site Contractor agreed to, among other things, procure the design and construction of certain works and carry out certain activities (**Project Works**) on the land more particularly described in the Contract (the **Construction Site**).
- (B) The Accessing Contractor has been appointed under a contract to undertake certain works and activities on the Construction Site (**Construction Site Interface Work**).
- (C) For the purposes of the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW) (together, the **WHS Legislation**), the Project Works and the Construction Site Interface Work are a 'construction project' within the meaning of the WHS Legislation.
- (D) The Appointed Principal Contractor is authorised to have management and control of the workplace for the purpose of discharging the duties imposed on a principal contractor for the construction project.
- (E) Under the provisions of the Contract, the [insert] is required to procure the provision of this deed poll from certain contractors that undertake Construction Site Interface Work.

**This deed poll witnesses that the Accessing Contractor hereby covenants, warrants and agrees with and for the benefit of the Beneficiaries as follows:**

- 1. In consideration of the Appointed Principal Contractor accepting this deed poll, the Accessing Contractor agrees that:
  - (a) the Accessing Contractor, its subcontractors and their respective personnel while they are on the Construction Site, will comply with Construction Site safety regulations, any Construction Site rules or regulations and with all directions of the Appointed Principal Contractor with respect to work health and safety;
  - (b) the Accessing Contractor, its subcontractors and their respective personnel will comply in a timely manner with directions of the Appointed Principal Contractor so

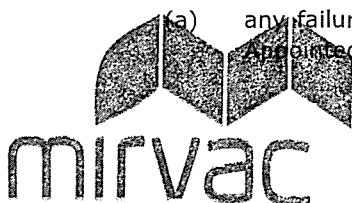


that the Appointed Principal Contractor discharges its obligations as principal contractor;

- (c) the Accessing Contractor, its subcontractors and their respective personnel will consult, cooperate and coordinate activities with the Appointed Principal Contractor, the Principal and all other persons who have a work health and safety duty in relation to the same matter;
- (d) the Accessing Contractor, its subcontractors and their respective personnel will comply with the work health and safety plan(s) prepared by the Appointed Principal Contractor while on the Construction Site;
- (e) the Appointed Principal Contractor may exclude the Accessing Contractor, any of its subcontractors and their respective personnel from the Construction Site for work health and safety reasons;
- (f) the Appointed Principal Contractor may direct the Accessing Contractor, any of its subcontractors and their respective personnel to perform or not perform certain acts for work health and safety reasons;
- (g) where high risk construction work, as reasonably determined by the Appointed Principal Contractor, is to be carried out in the performance of the Construction Site Interface Work, the Accessing Contractor must:
  - (i) prepare a safe work method statement that complies with all requirements of the WHS Legislation;
  - (ii) provide a copy of the safe work method statement to the Principal and the Appointed Principal Contractor prior to the commencement of high risk construction work;
  - (iii) review and revise the safe work method statement in accordance with the WHS Legislation;
  - (iv) ensure that the high risk construction work is carried out in compliance with the safe work method statement; and
  - (v) where so directed by the Appointed Principal Contractor, suspend the performance of any high risk construction work;
- (h) the Accessing Contractor will in carrying out the Construction Site Interface Work, comply with, and ensure that all subcontractors and personnel comply with the WHS Legislation; and
- (i) in its contracts with subcontractors, the Accessing Contractor will ensure that the subcontractor is obliged to give the same obligations and rights as required of the Accessing Contractor under this deed poll.

2. The Accessing Contractor indemnifies the Appointed Principal Contractor against any delay, damage, expense, loss, penalty or liability suffered or incurred by the Appointed Principal Contractor as a result of:

- (a) any failure by the Accessing Contractor to comply with any direction given by the Appointed Principal Contractor in accordance with this deed poll; or



- (b) any breach by the Accessing Contractor, any of its subcontractors or their respective personnel of:
  - (i) their respective contractual or legislative work health and safety obligations; or
  - (ii) the provisions of this deed poll.

3. This deed poll will be governed by and construed in accordance with the law for the time being of New South Wales.

**EXECUTED** as a deed poll.

**EXECUTED** by [Accessing Contractor] in accordance with section 127 of the *Corporations Act 2001* (Cth):

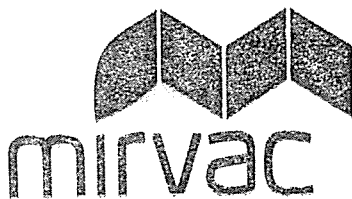
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Signature of director

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Signature of company secretary/other director

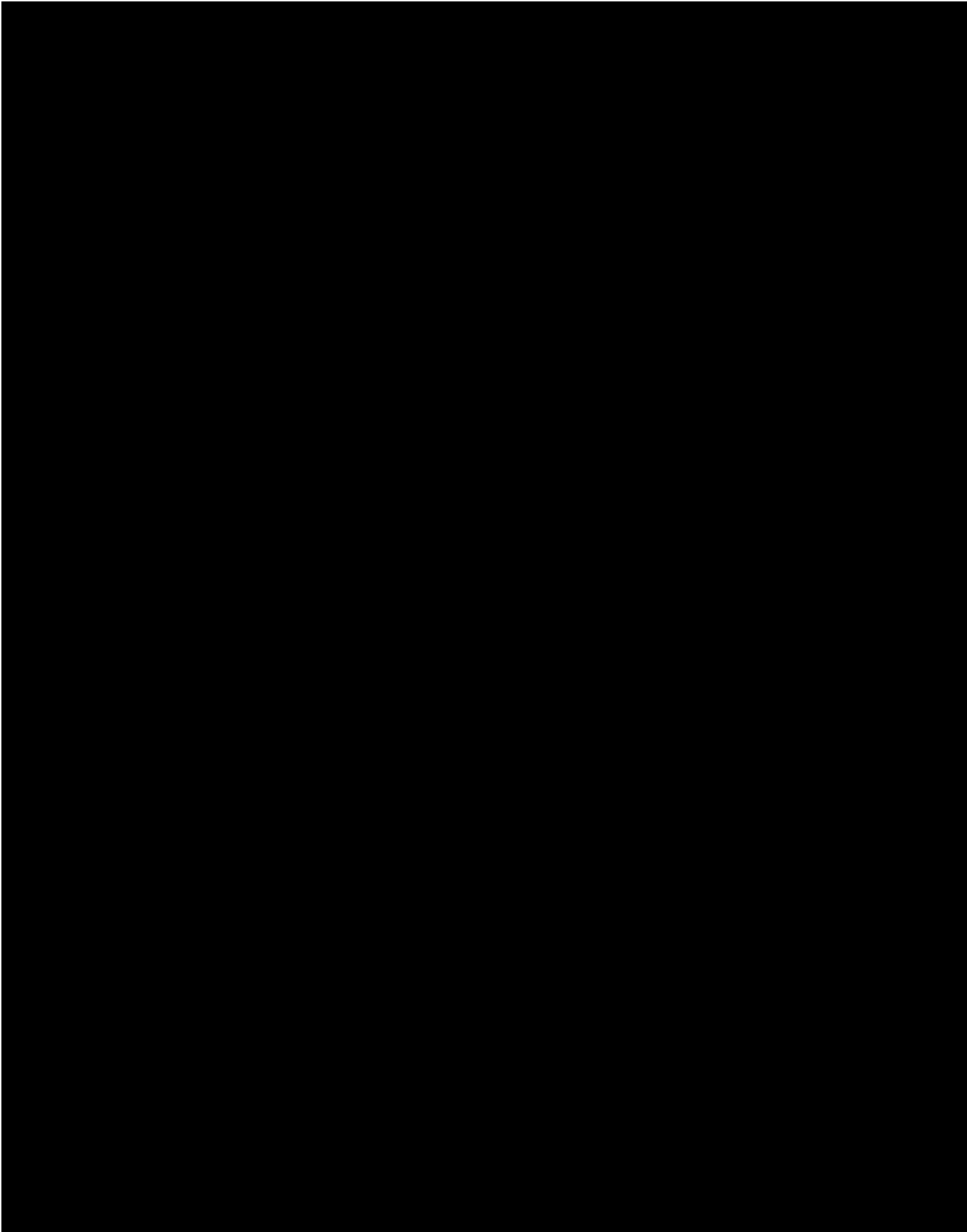
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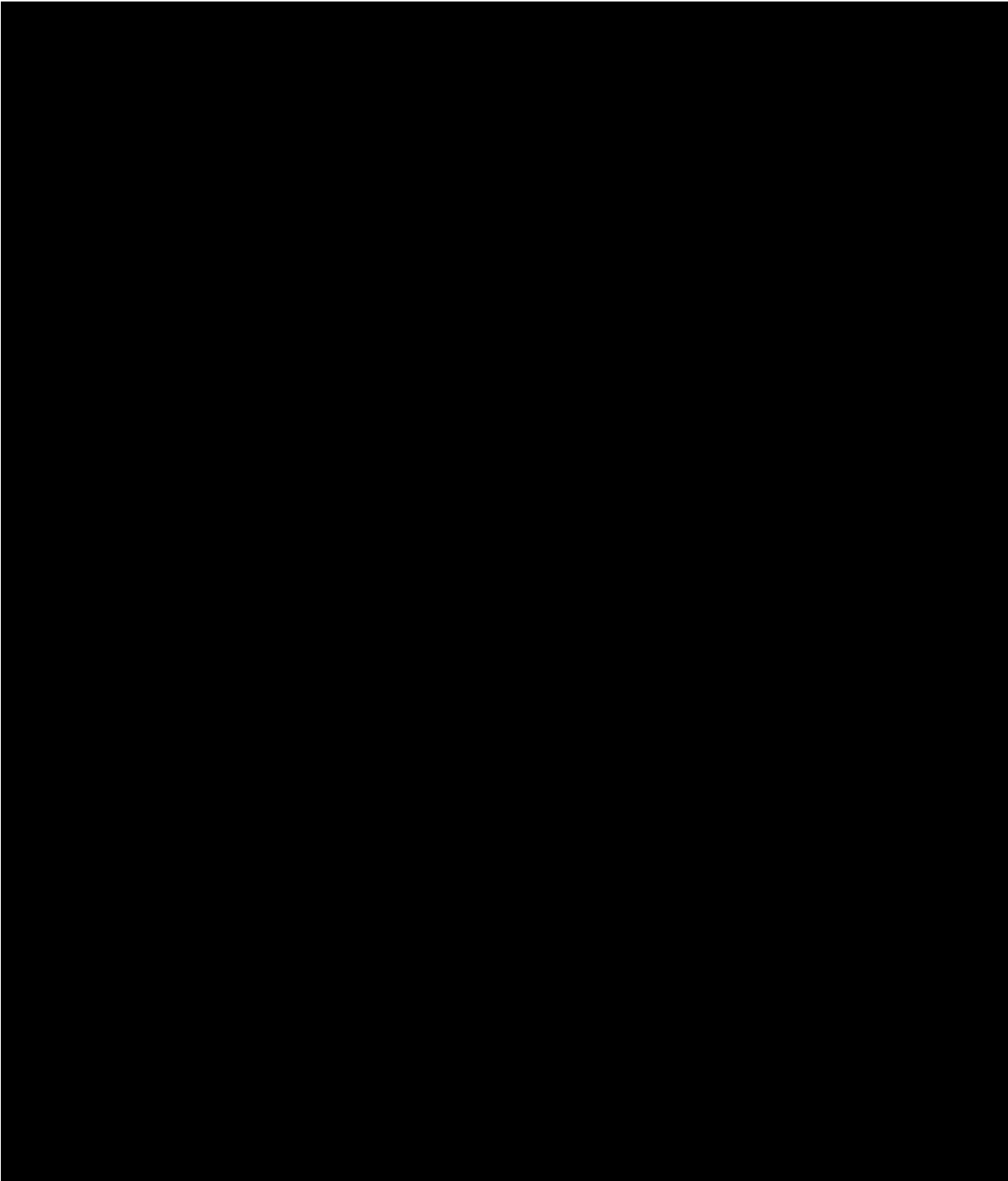
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Full name of company secretary/other director

**JOHN  
HOLLAND**

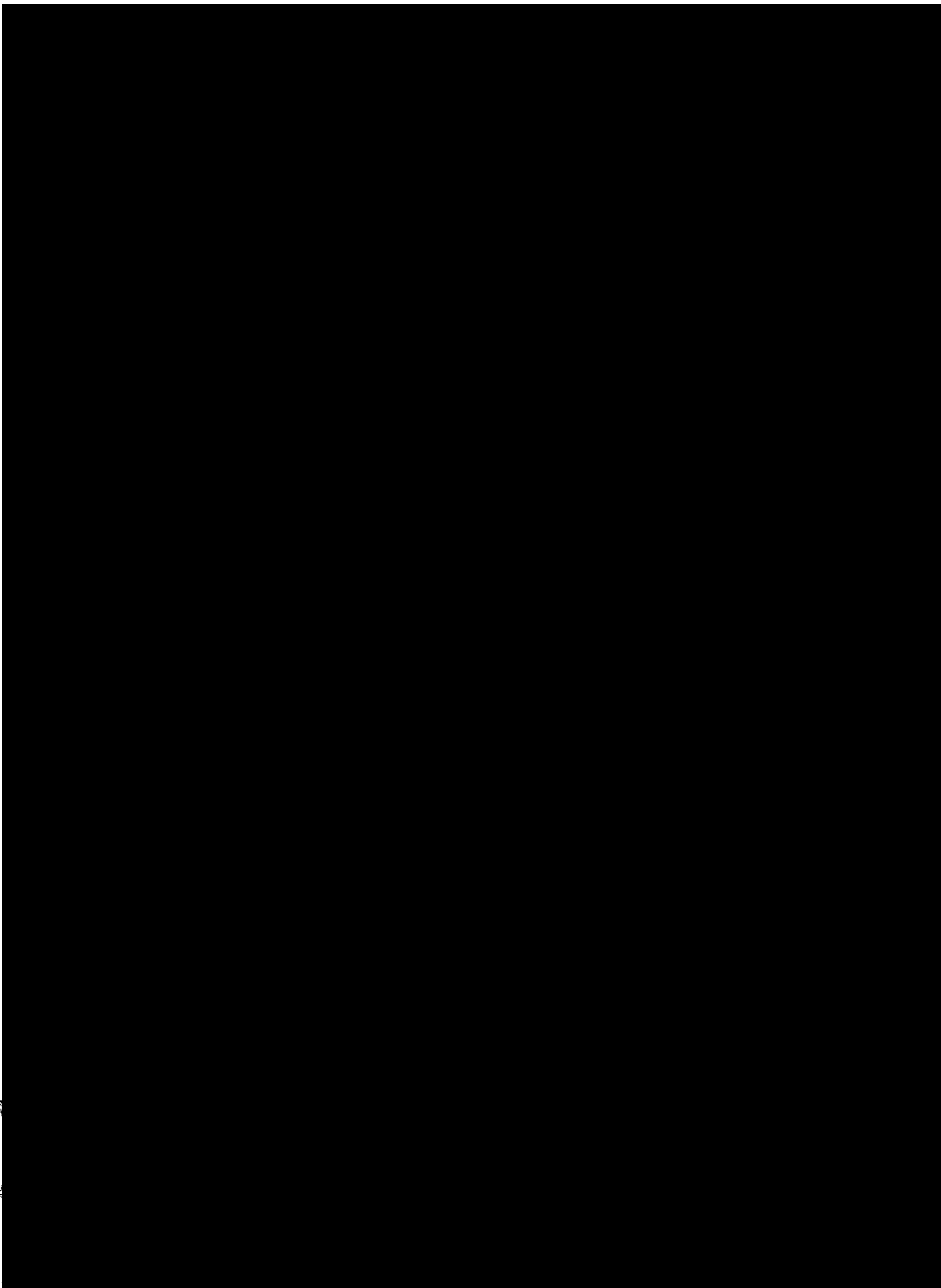


**SCHEDULE A19. – D&C SIDE DEED**



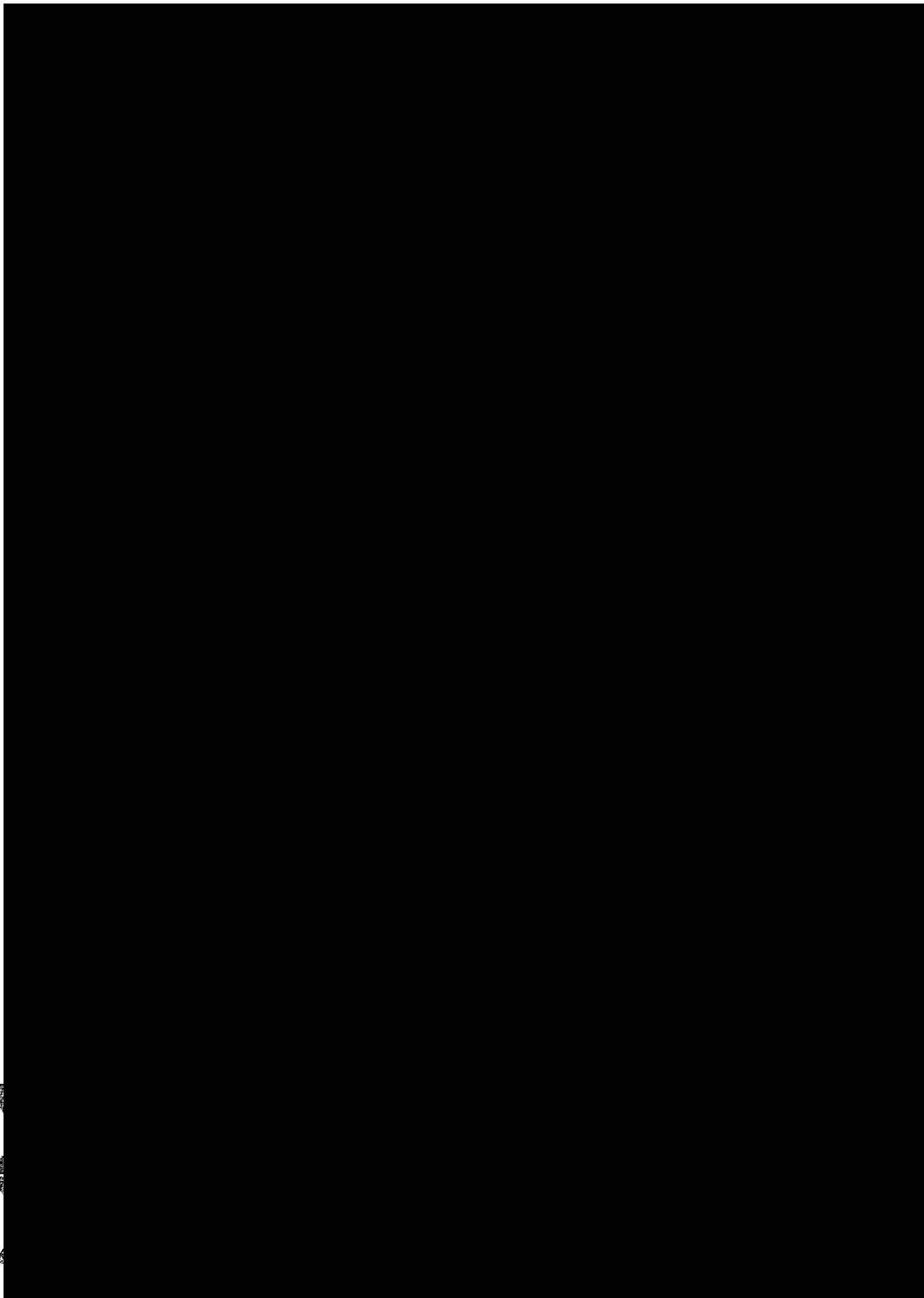




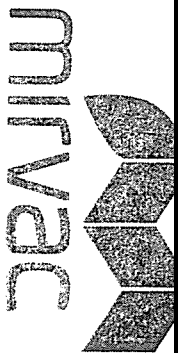
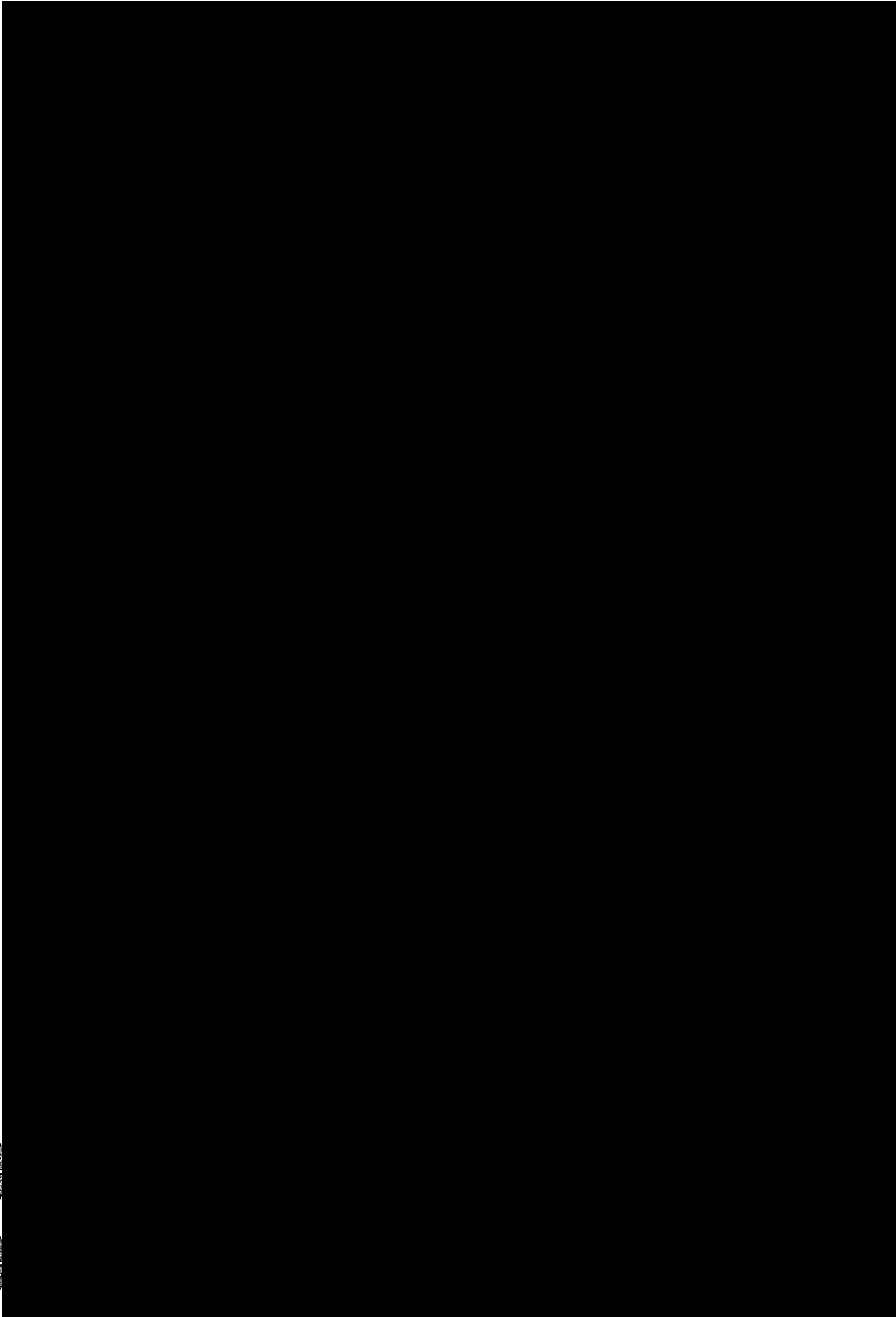


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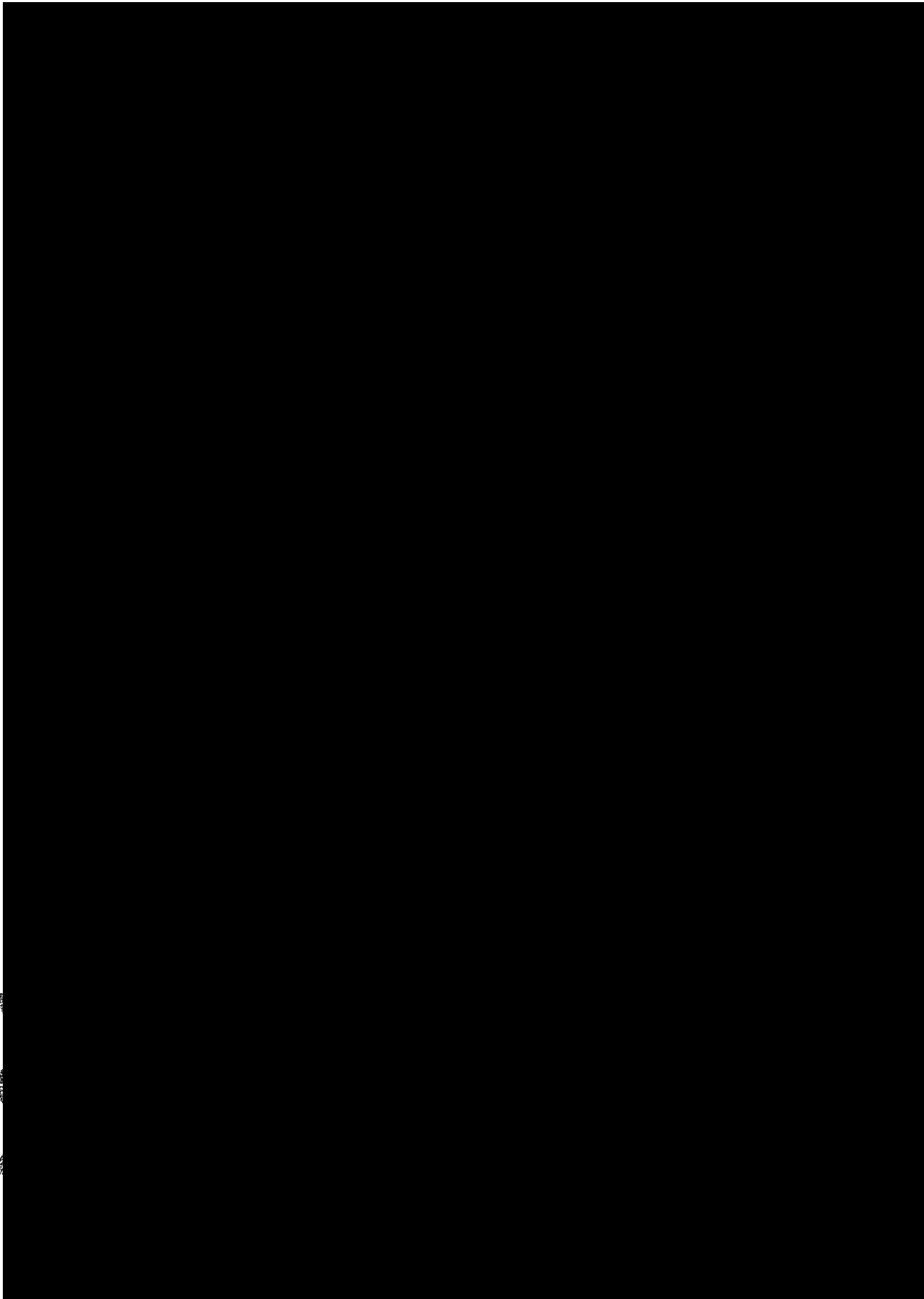
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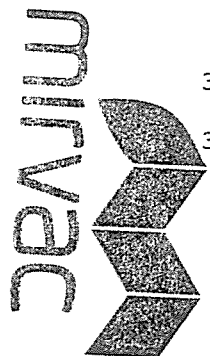
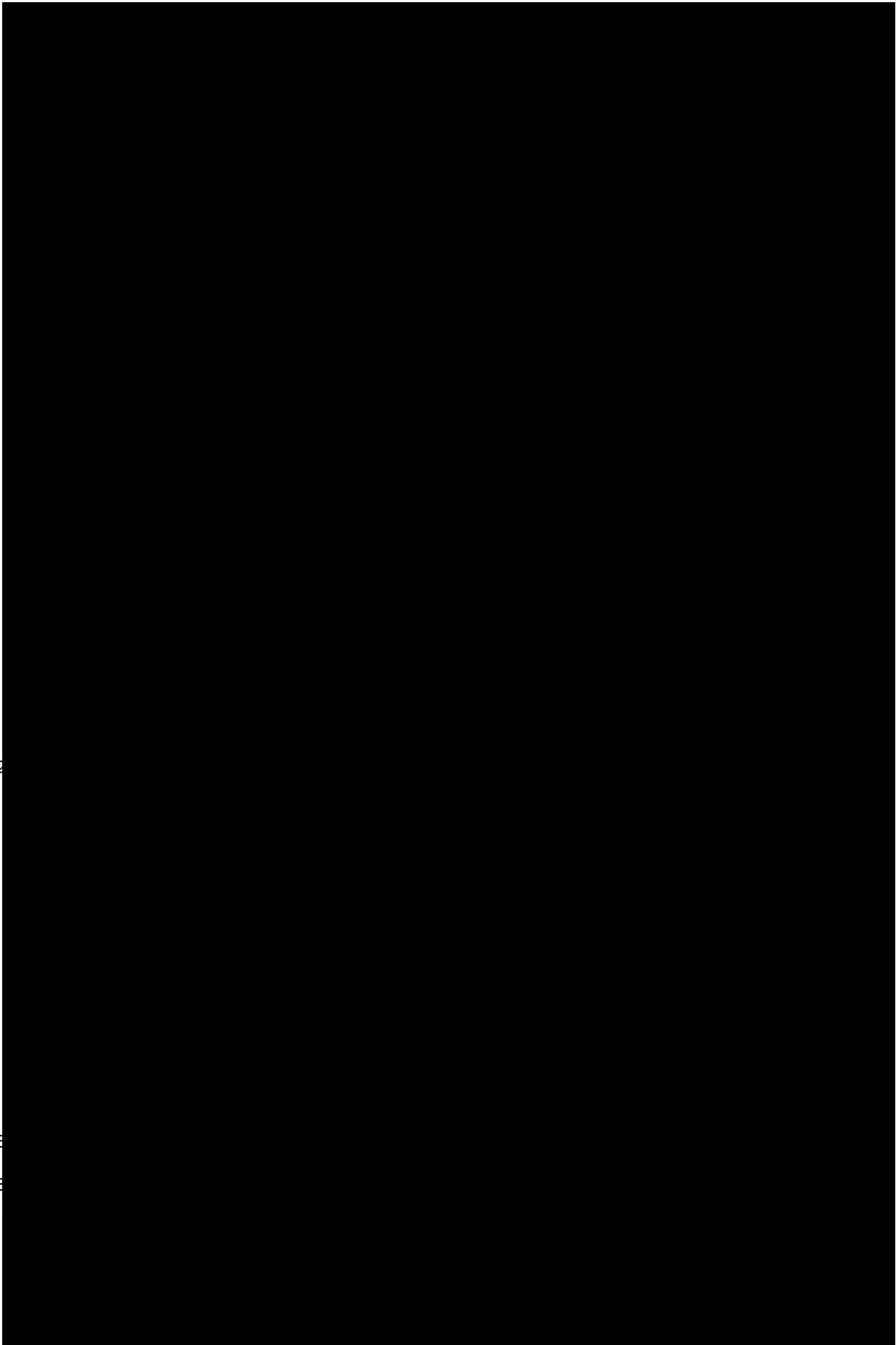


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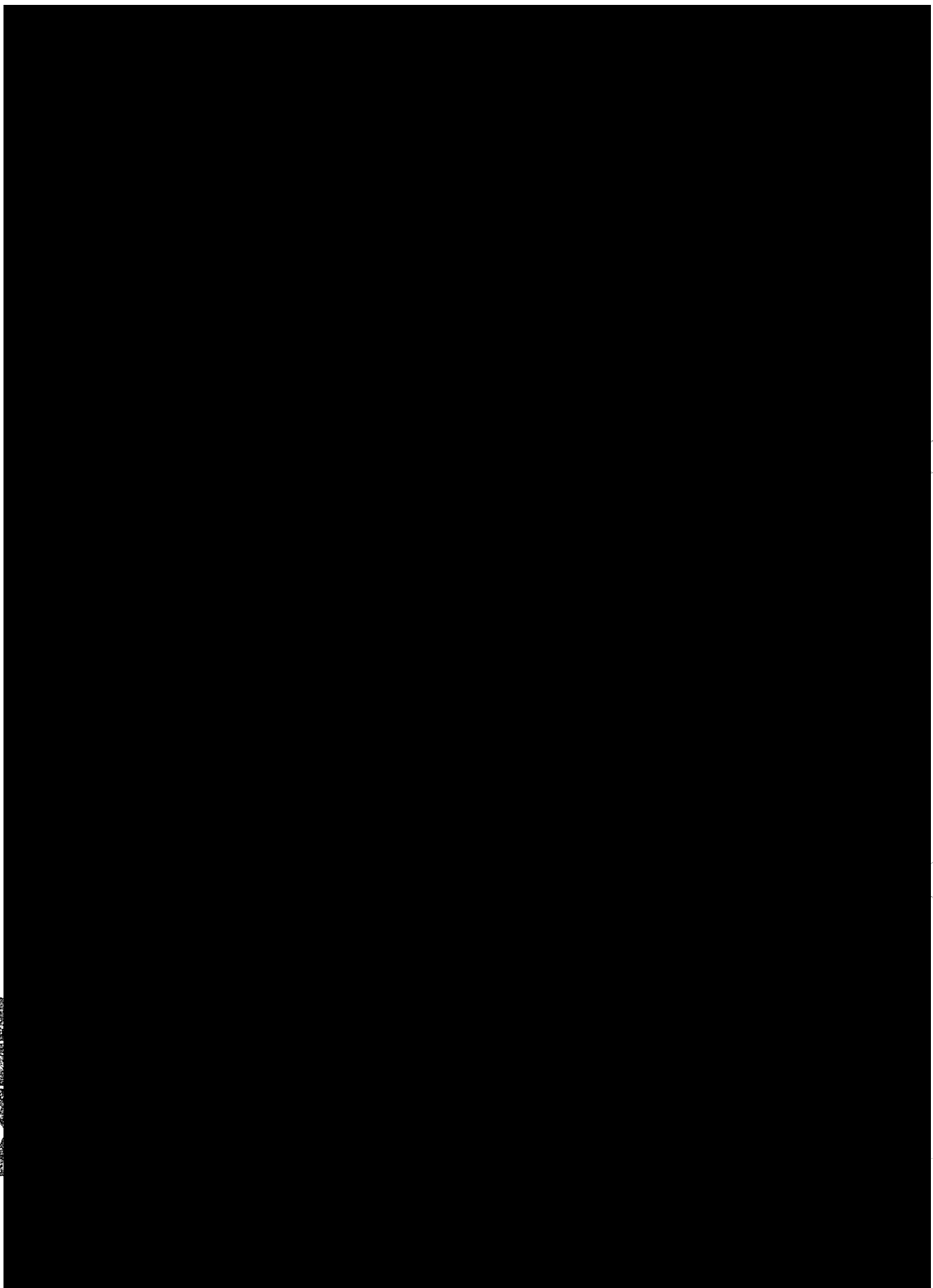


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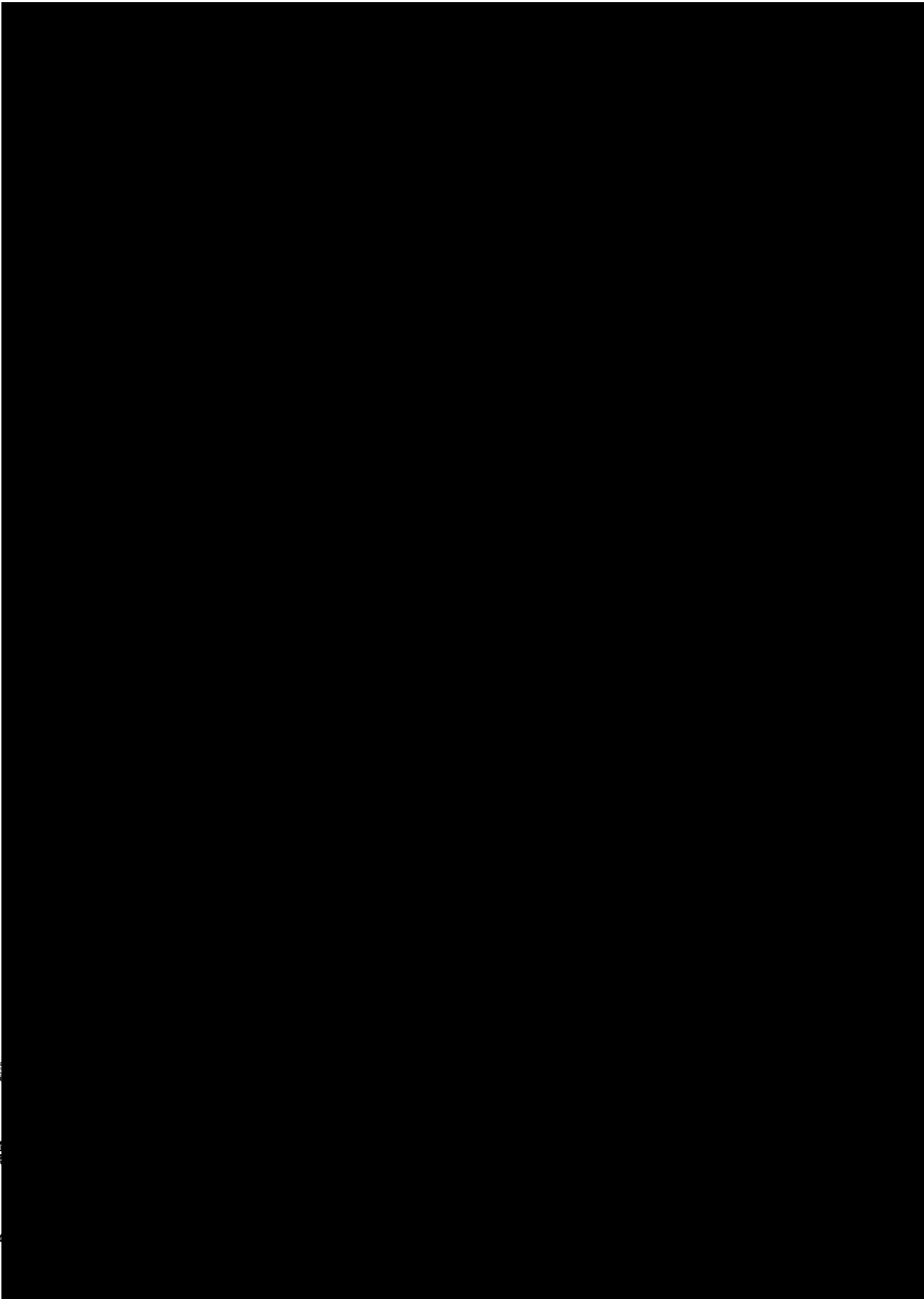




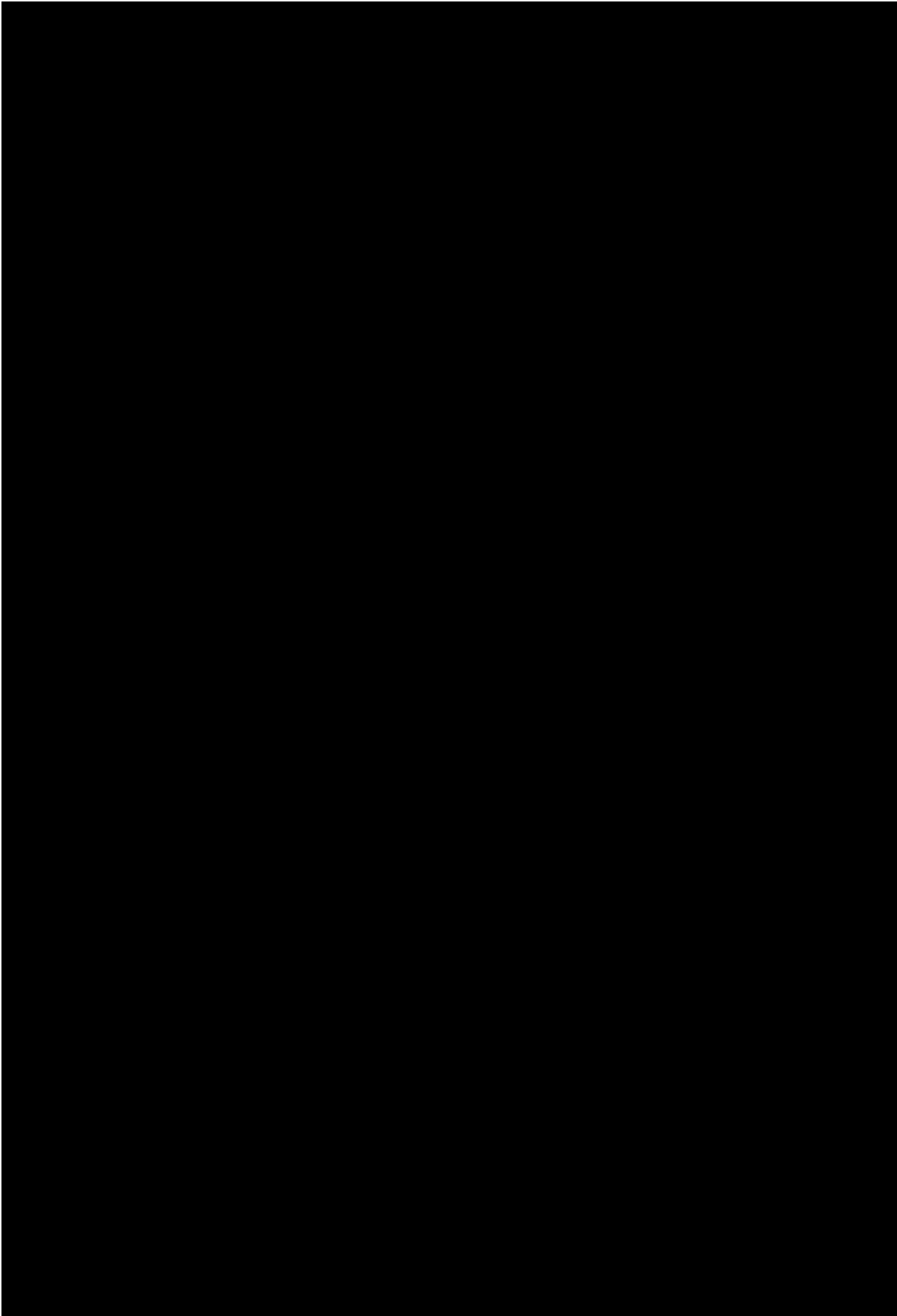
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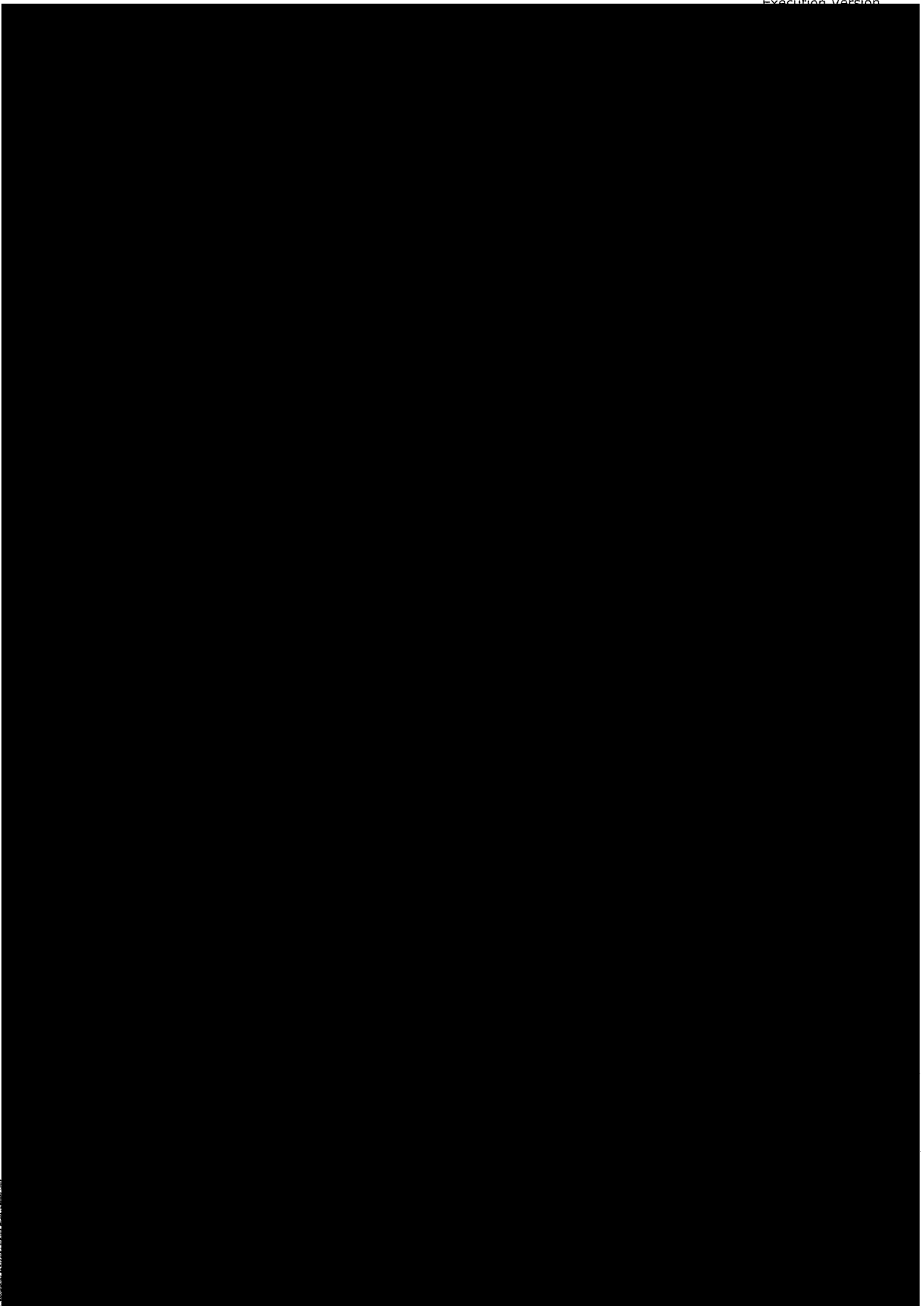
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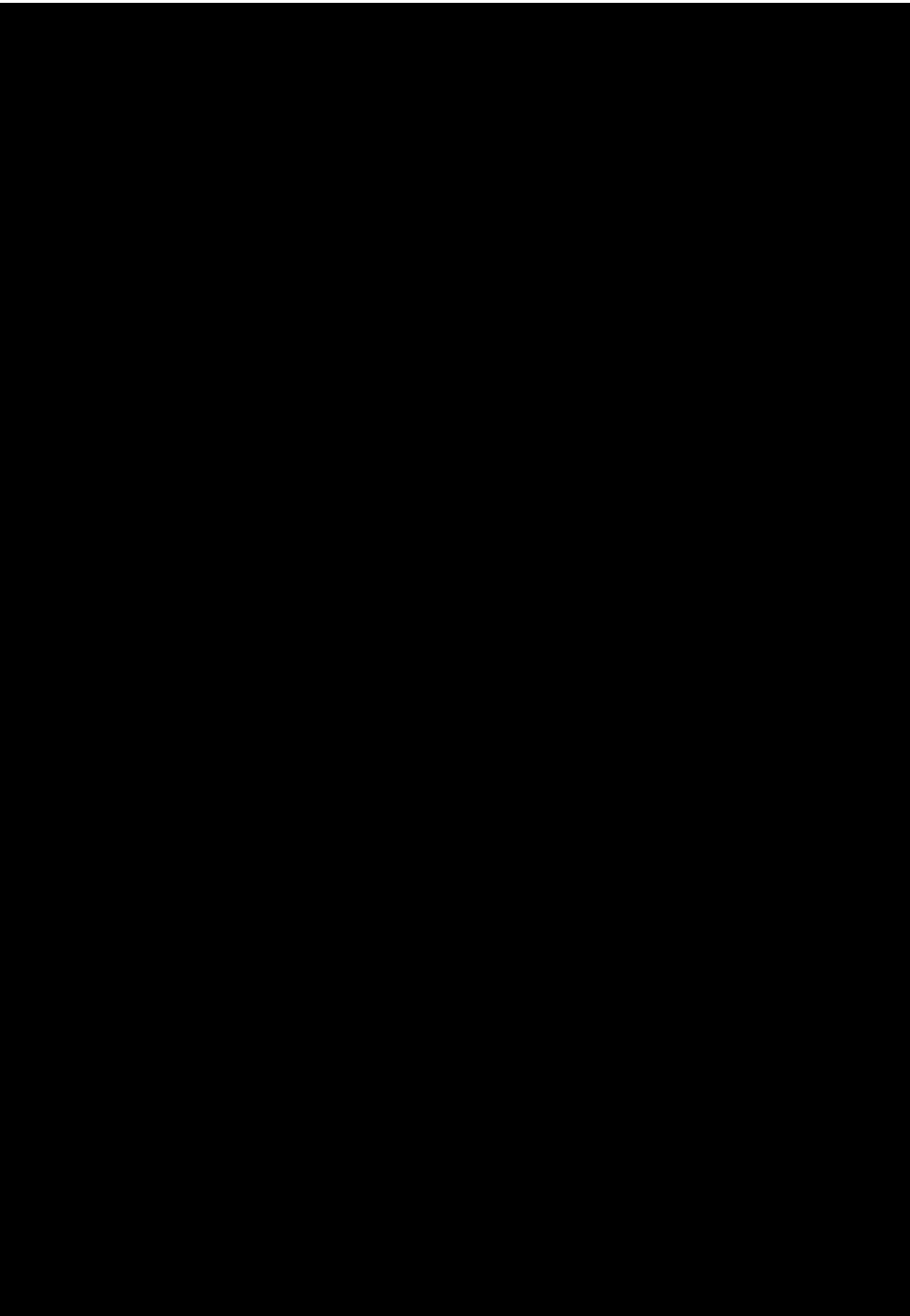




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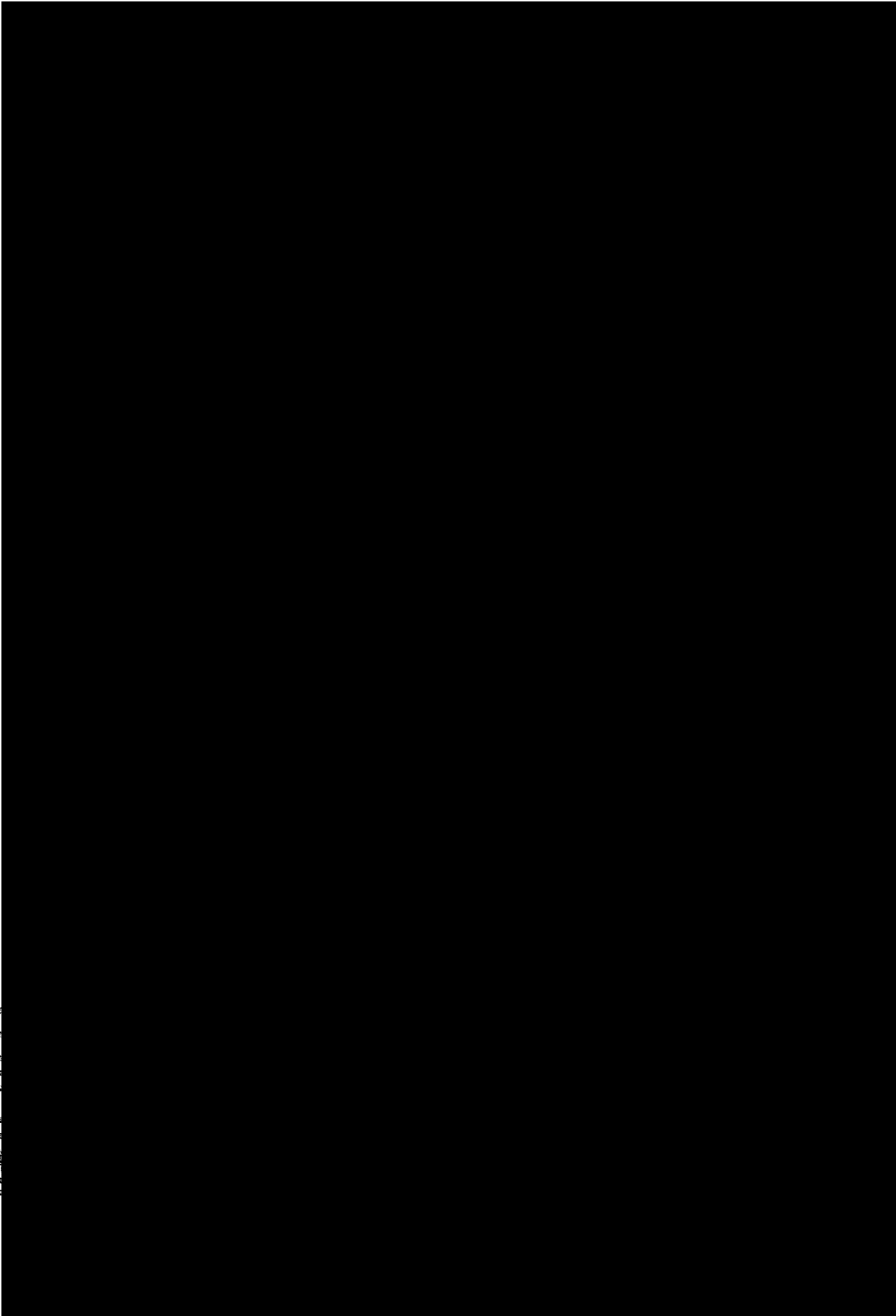
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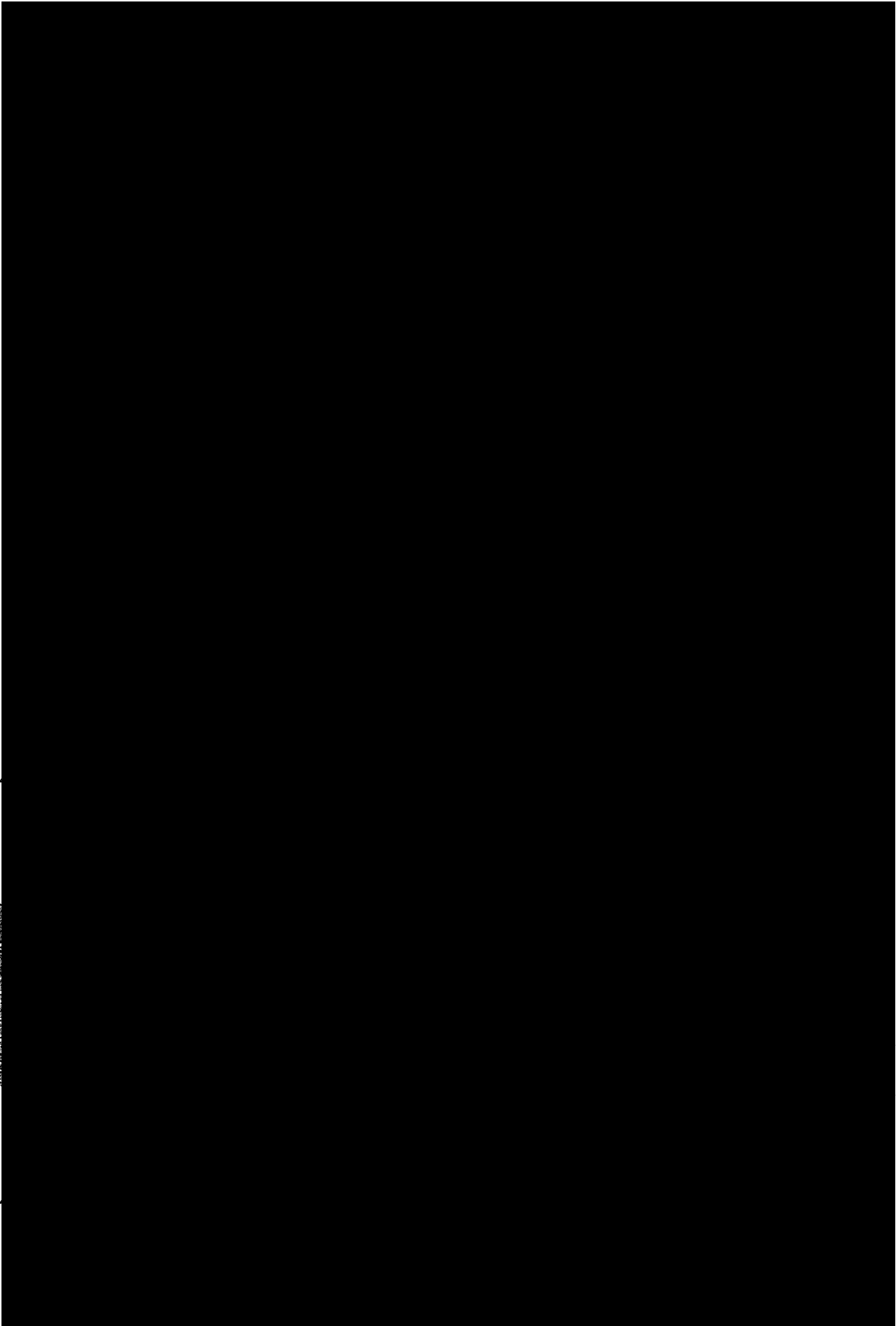


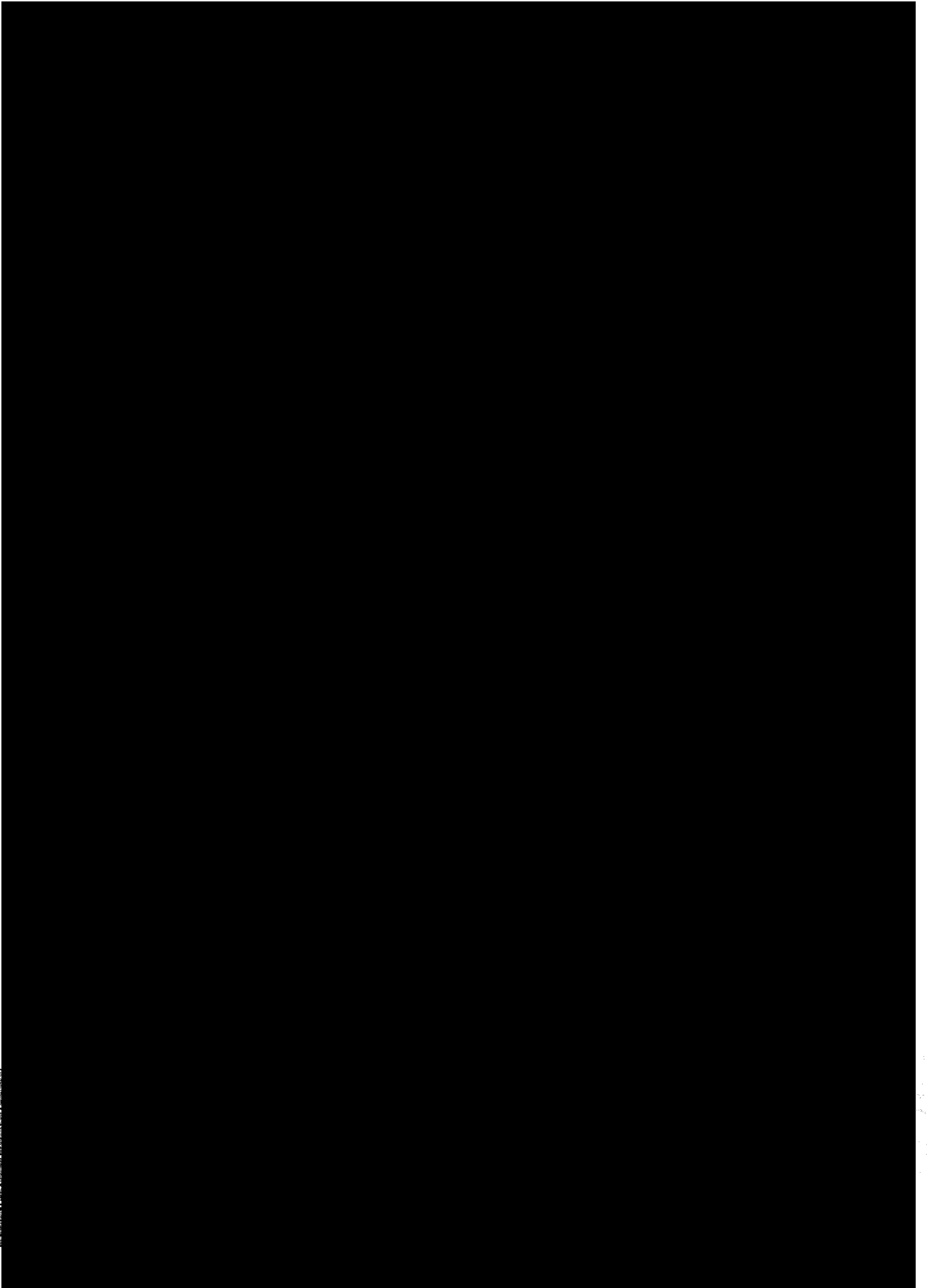
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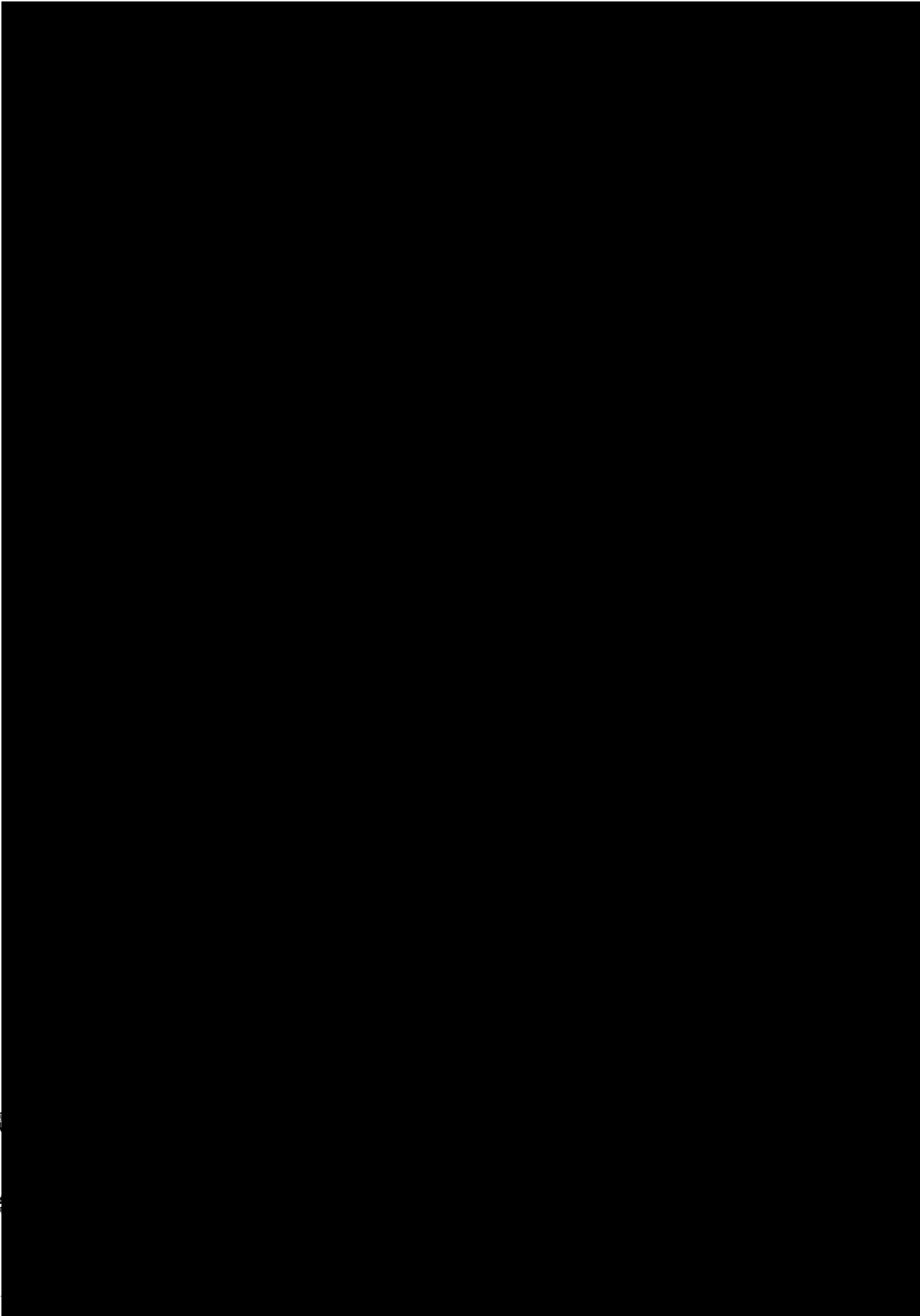
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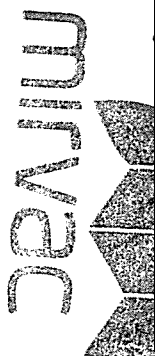
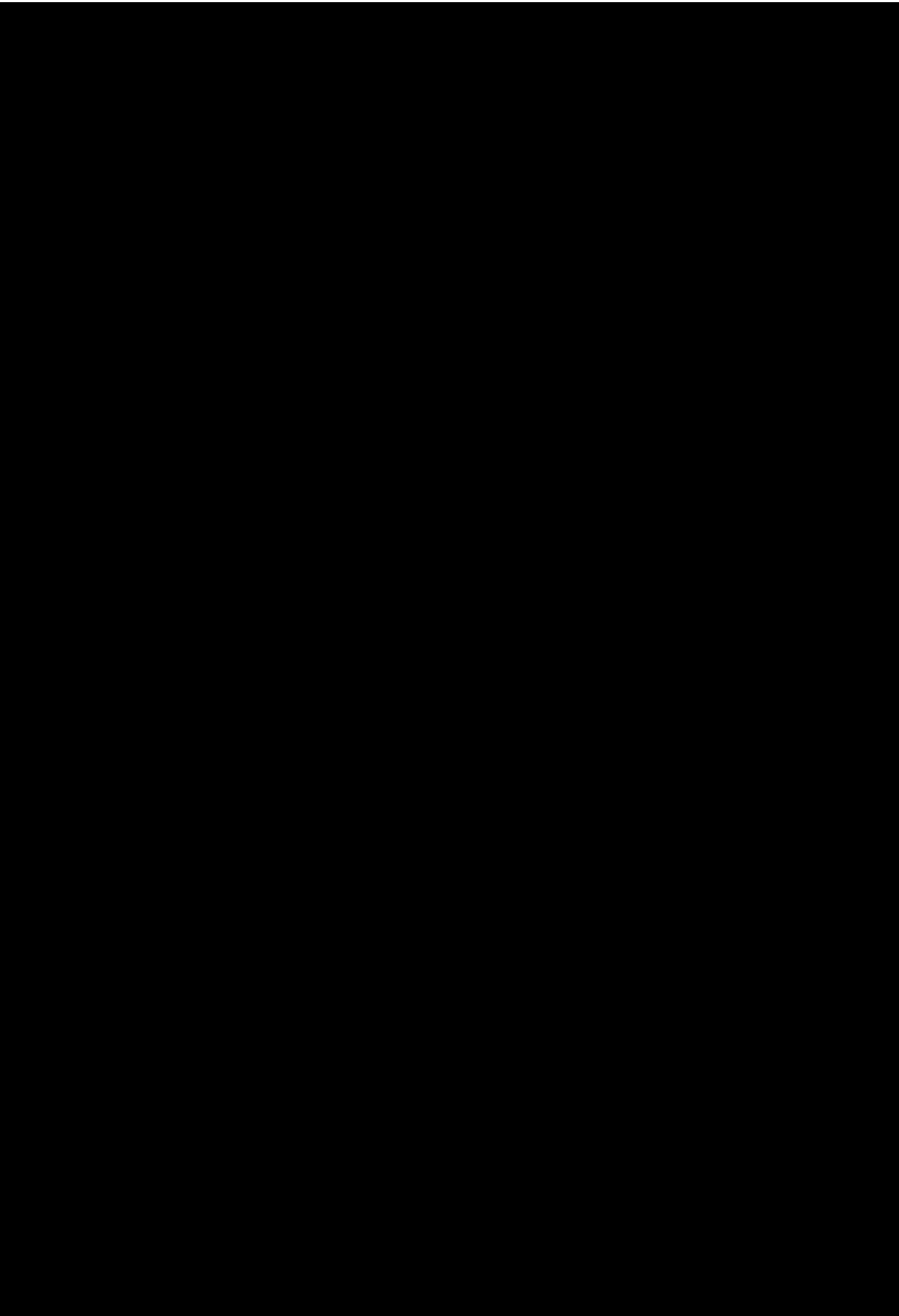


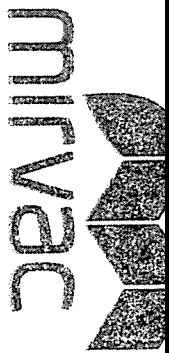
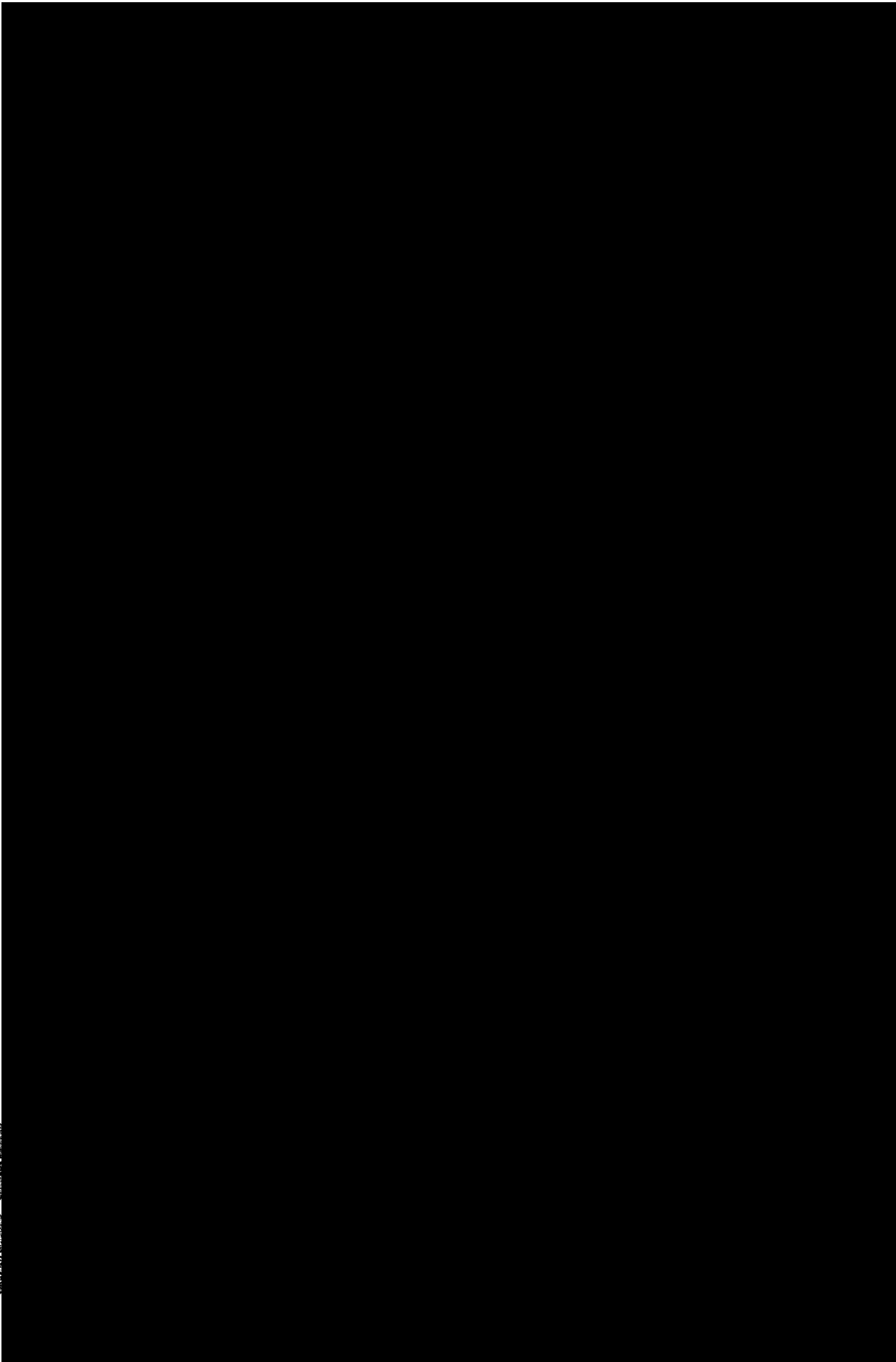


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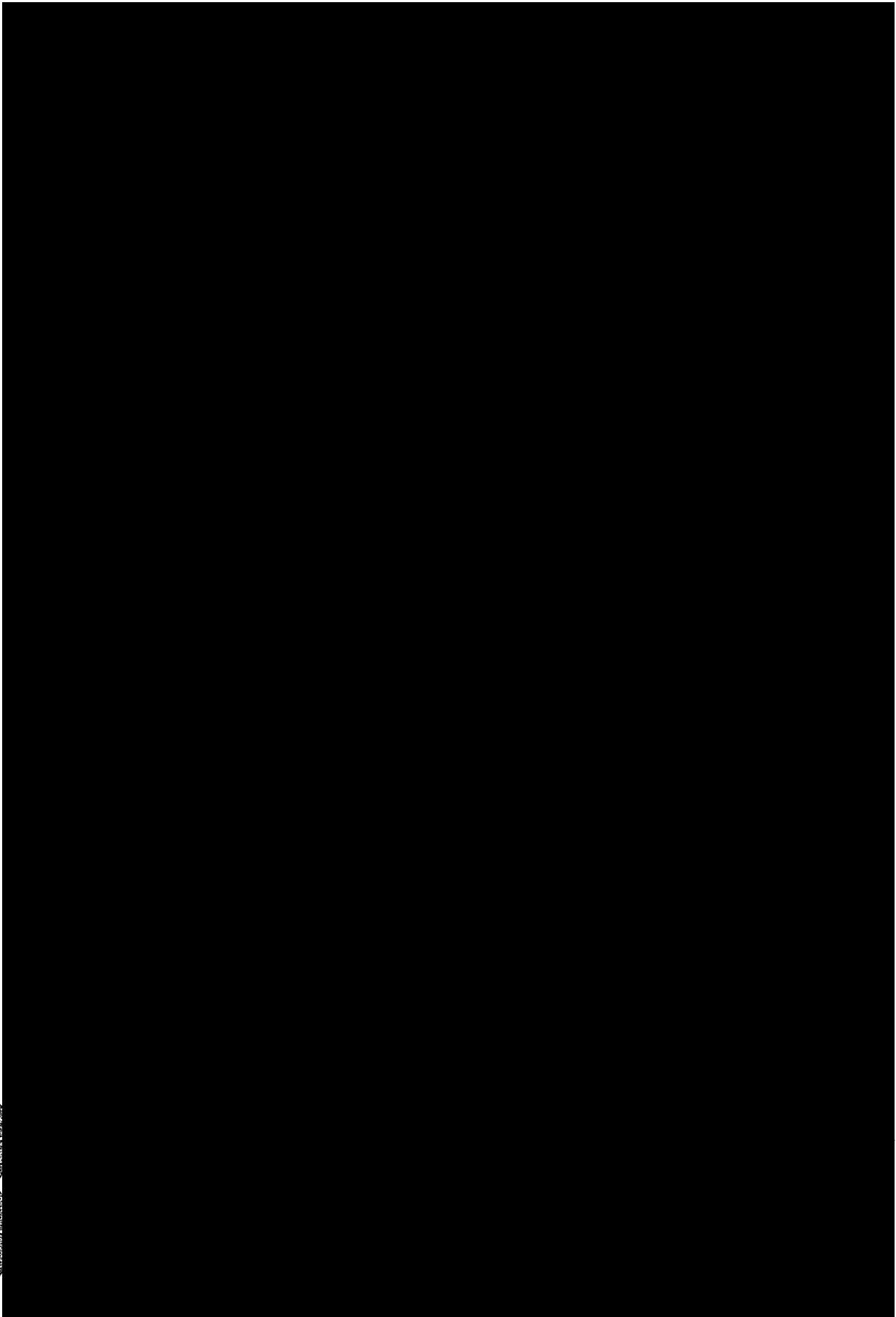


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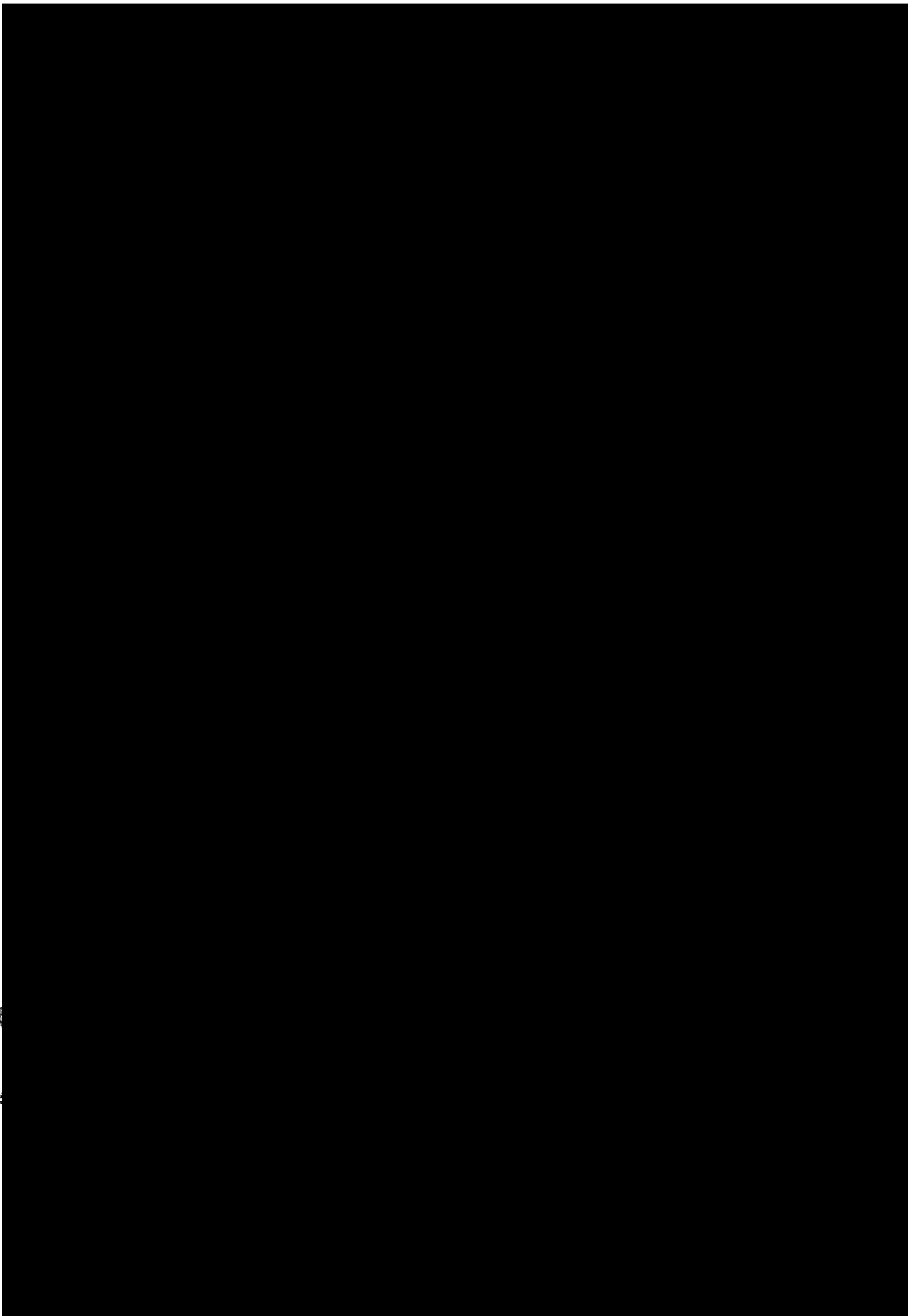






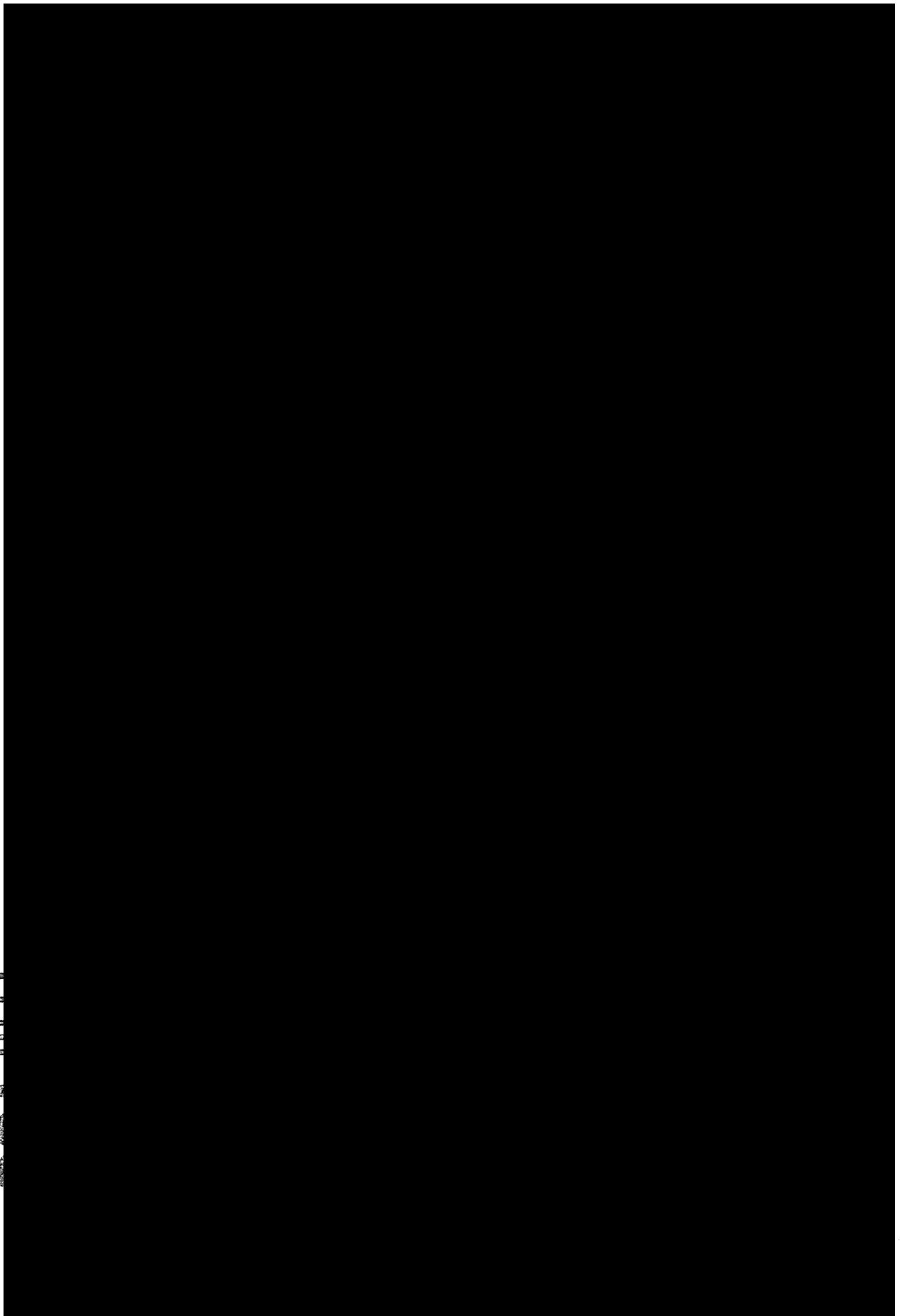


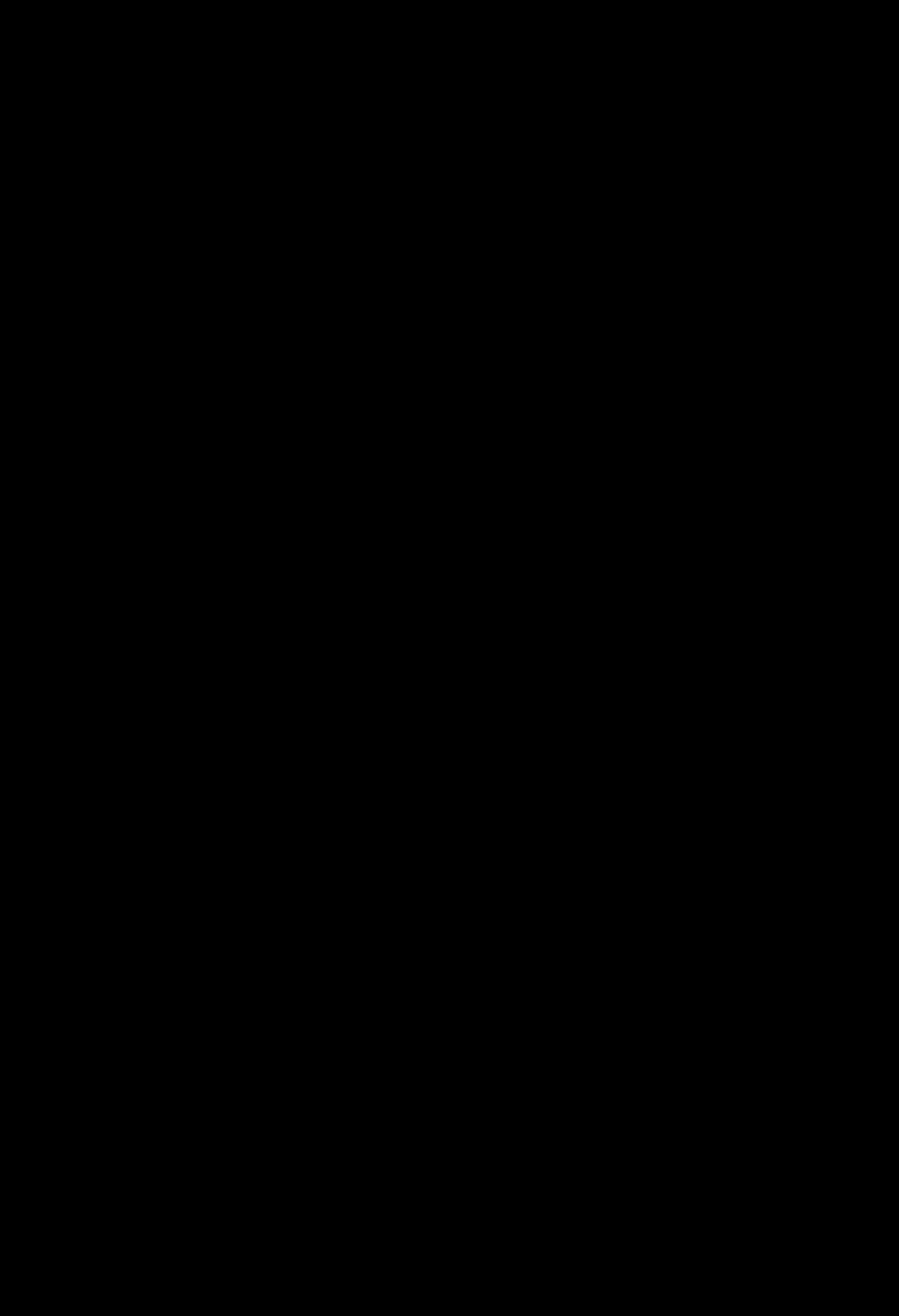
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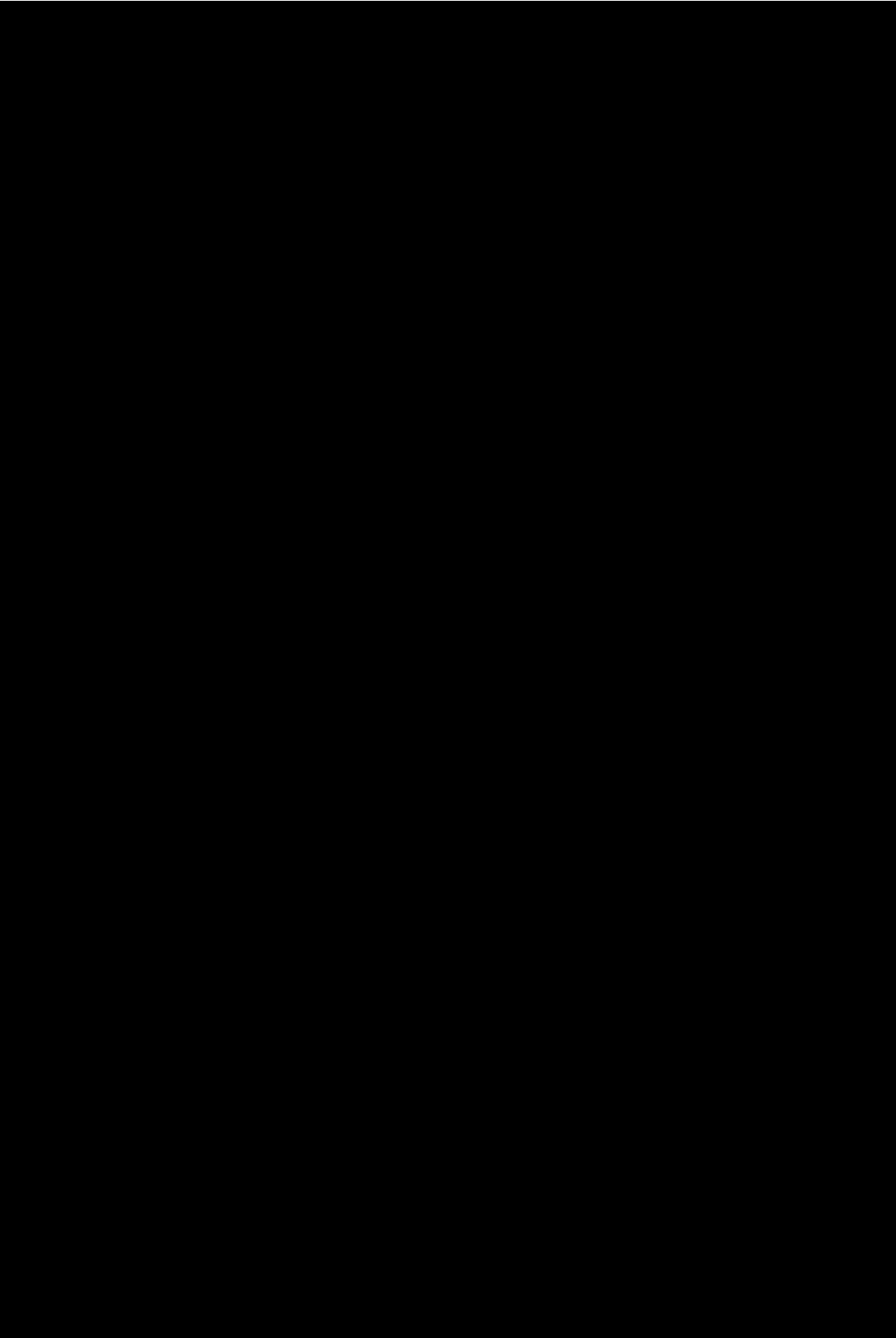
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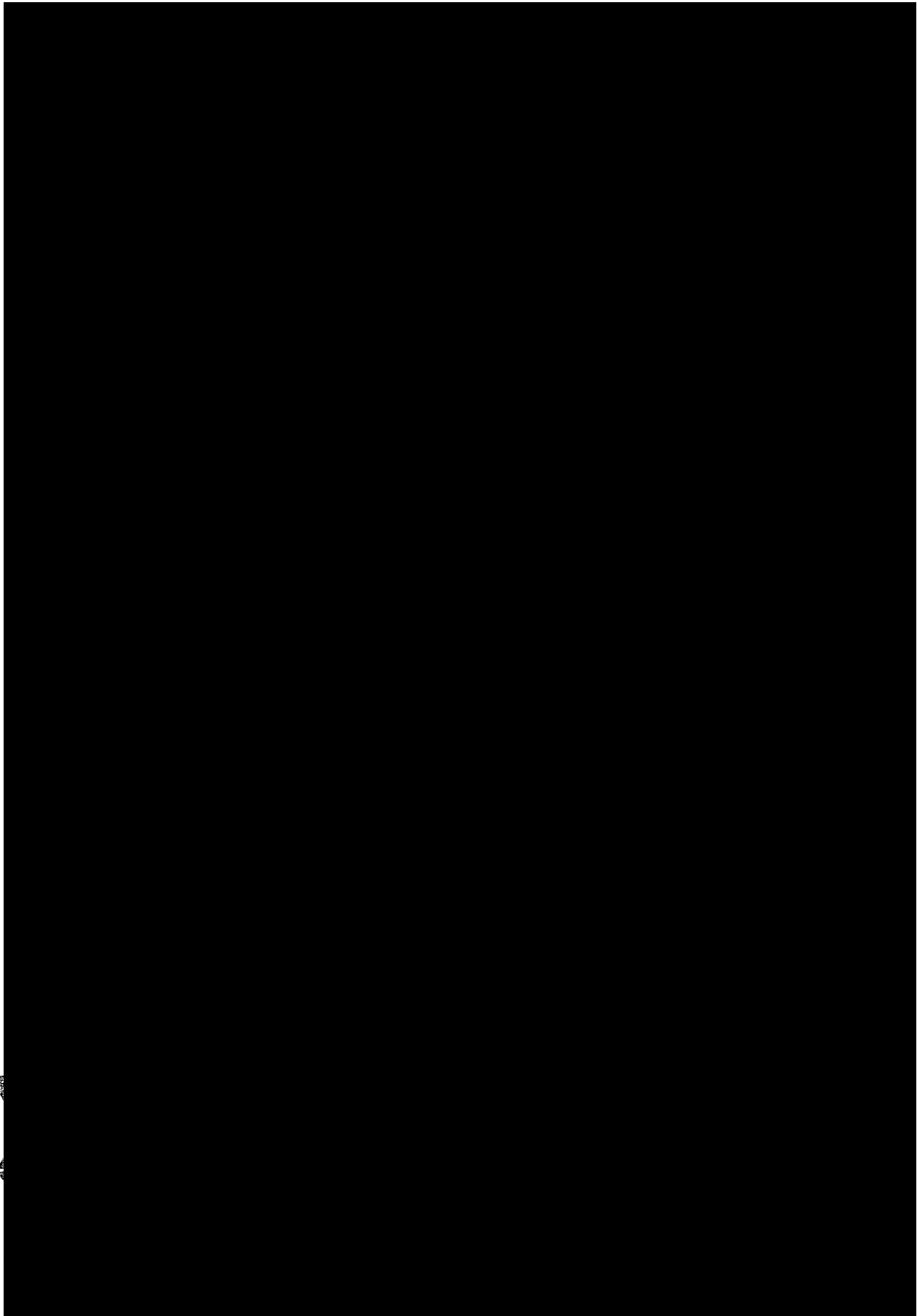
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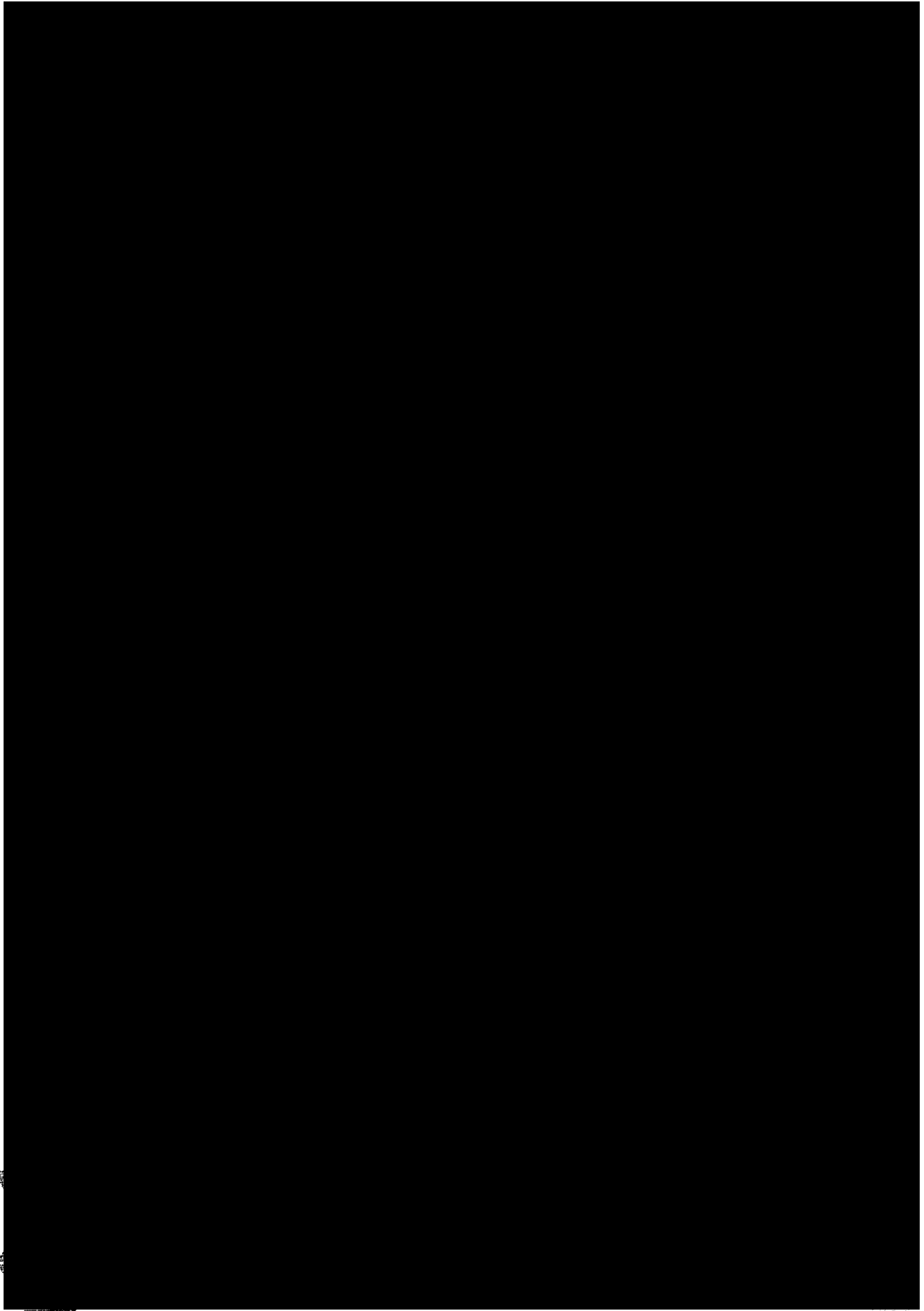
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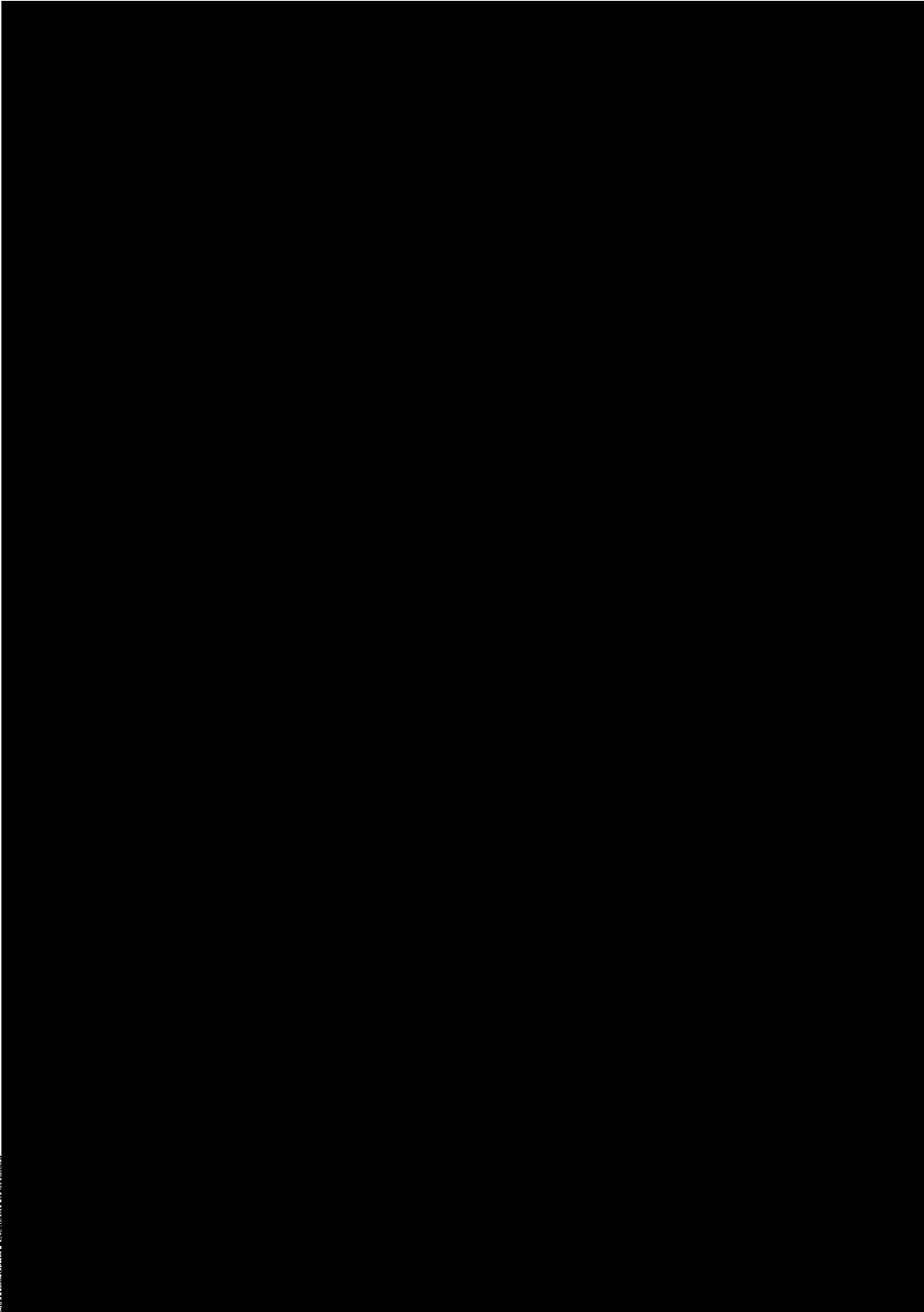


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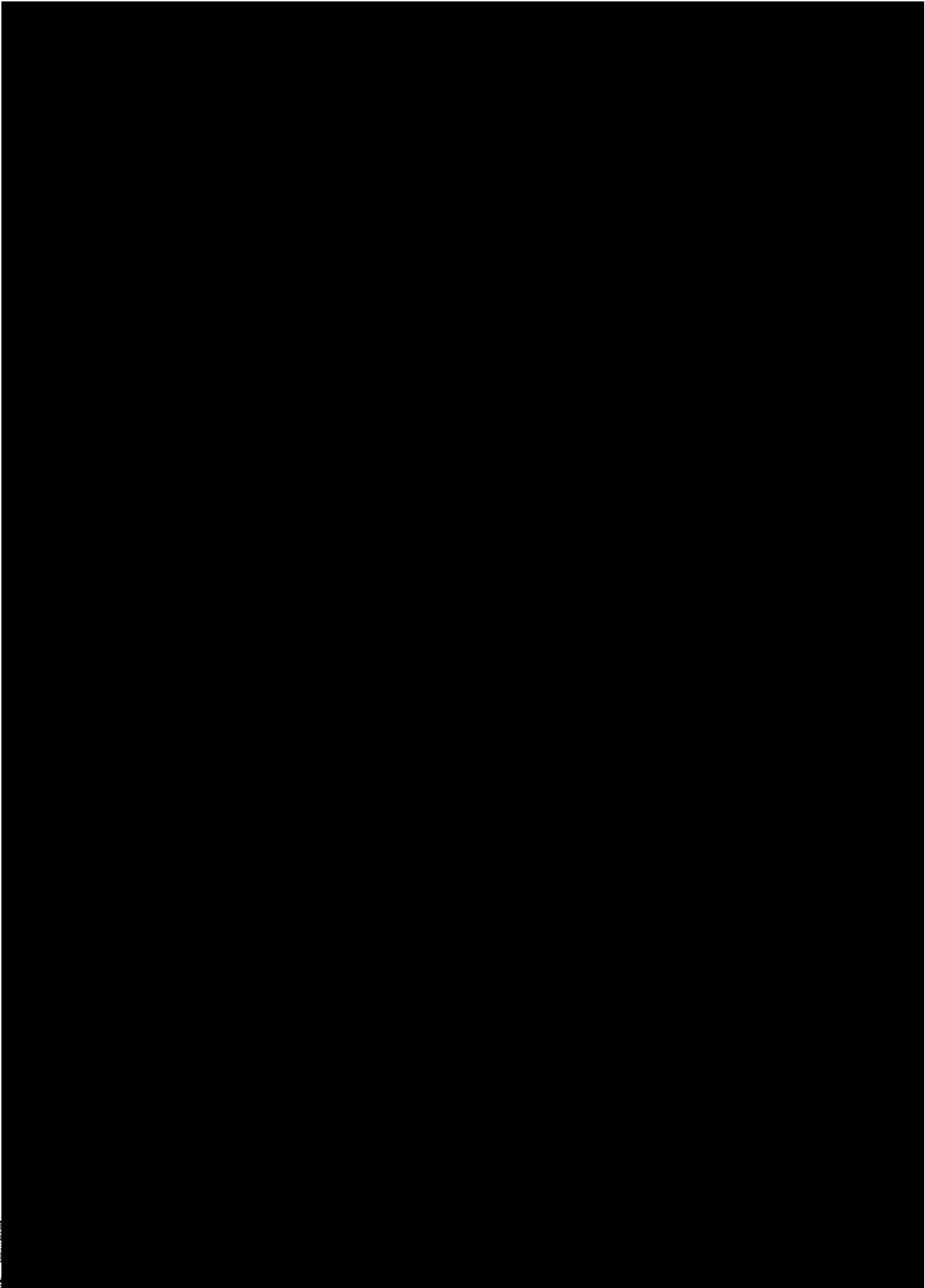
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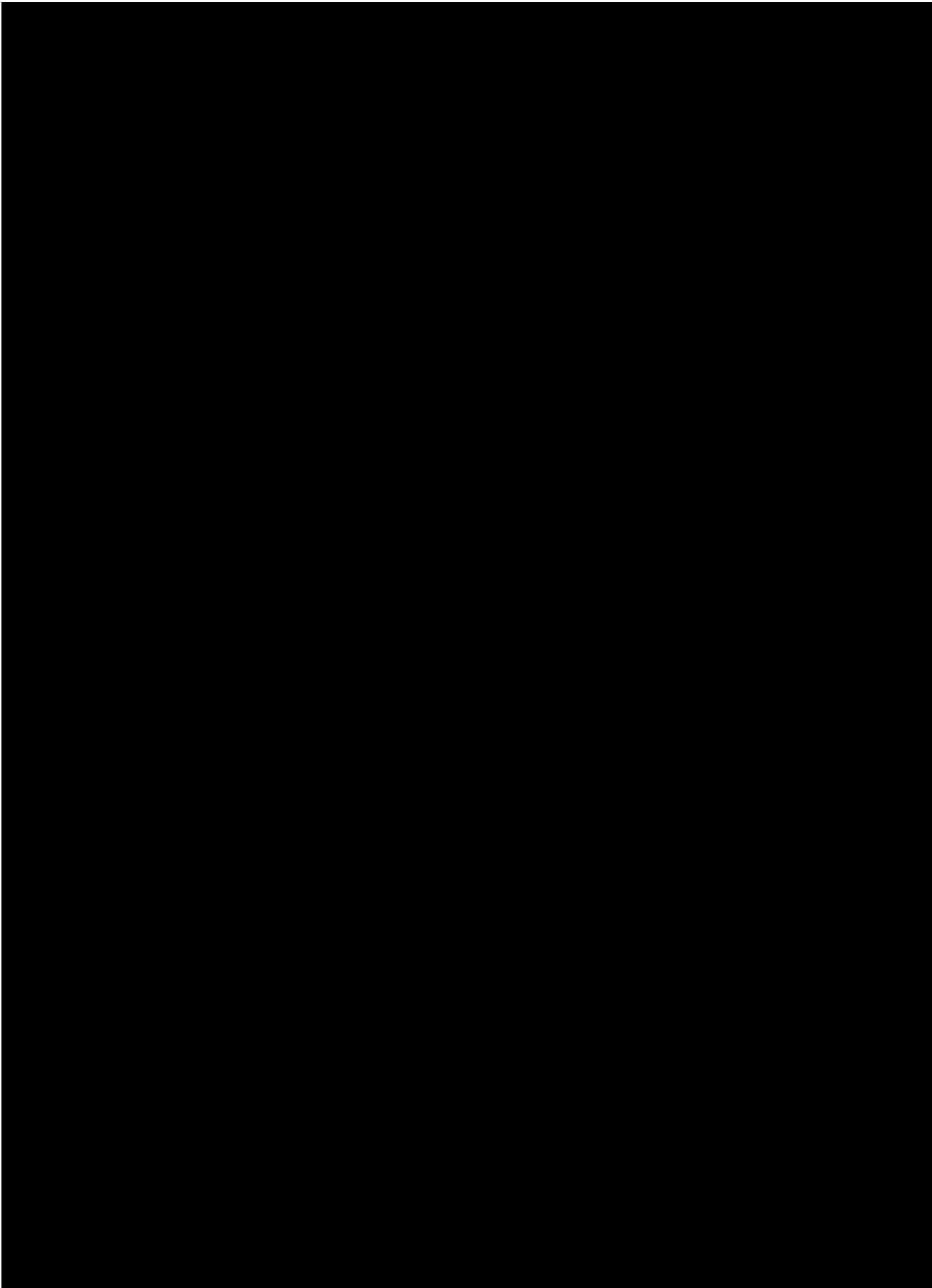


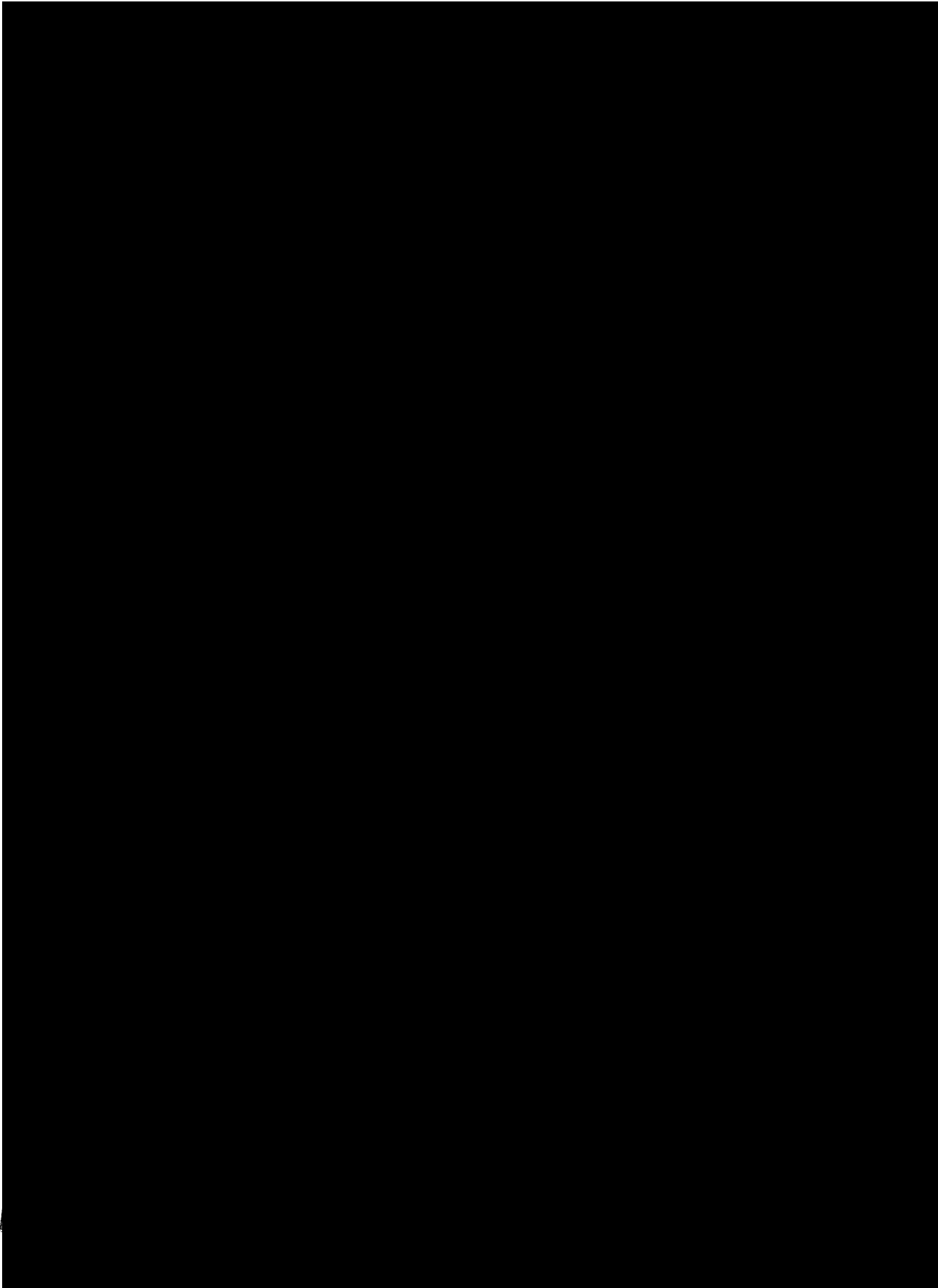
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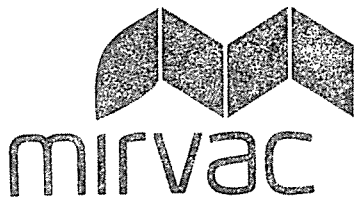






**SCHEDULE A20. – IDAR PANEL AGREEMENT**

(Schedule A2 and Schedule A8)



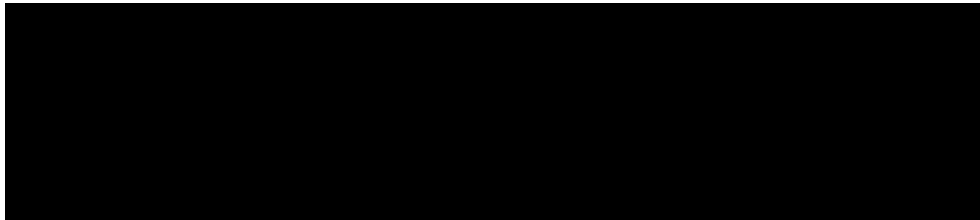
**IDAR PANEL AGREEMENT**

**This Agreement** is made at *Sydney* on the *11<sup>th</sup>* day of *February* 2019 between the following parties:

1. **Sydney Metro** ABN 12 354 063 515 a New South Wales Government agency constituted by section 38 of the Transport Administration Act 1988 (NSW) and located at Level 43, 680 George Street, Sydney NSW 2000 (**Principal**)

and

2. **Members of the IDAR Panel** (collectively **Members**), namely:



and

3. (From each Accession Date) each person who accedes to this agreement under clause 4, being the person identified as the "Acceding Party" in an Accession Deed Poll (**Project Contractor**).

**RECITALS:**

- A. The Principal is responsible for delivering Sydney Metro City & Southwest. Sydney Metro City & Southwest involves multiple packages of works to be undertaken by contractors engaged by the Principal and by developers above or adjacent to the new Metro stations under separate contracts (**Project Contracts**).
- B. The Principal will progressively engage or enter into contracts with Project Contractors. As each Project Contract is entered into, the Project Contractor will execute an Accession Deed Poll substantially in the form set out in Schedule 1 and will thereby accede to the terms of this agreement.
- C. The Project Contracts provide for a dispute resolution process through the establishment and the operation of an IDAR Panel to assist in avoiding and resolving Disputes under the Project Contracts.
- D. The role of the IDAR Panel is to, among other things, encourage the Principal and the relevant Project Contractor to proactively resolve Disputes by providing a non-binding forum for the parties to establish their positions and narrow the issues in Dispute.
- E. The parties acknowledge the benefits of a project-wide IDAR Panel include an improvement in the quality of assessments and determinations as a result of the IDAR Panel's familiarity with complex interfaces across multiple integrated works packages.
- F. This agreement sets out the rights, obligations and duties of the Members, the Principal and (from each Accession Date) the Project Contractors in relation to the IDAR Panel and the Disputes (the **Agreement**).

**THIS AGREEMENT PROVIDES:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement:

**Accession Date** has the same meaning as given to the term "Effective Date" in the Accession Deed Poll, being the date from which each Project Contractor accedes to this Agreement.

**Accession Deed Poll** means the deed poll in substantially the same form as Schedule 1 (with relevant details duly completed) which is to be executed by each Project Contractor in accordance with clause 4.

**Continuing Parties** has the same meaning as given to the term "Continuing Parties " in the Accession Deed Poll, being those parties to the Agreement at the Accession Date, excluding the Principal.

**Fees and Disbursements Letter** means each of the following:

- (a) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and [REDACTED] dated on or about the date of this agreement;
- (b) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and [REDACTED] dated on or about the date of this agreement;
- (c) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and [REDACTED] dated on or about the date of this agreement; and
- (d) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and [REDACTED] dated on or about the date of this agreement.

**Joint Project Committee** means the committee established under the Master Interface Protocols Deed Poll.

**Members** means the four individuals appointed to the IDAR Panel in accordance with this Agreement.

**Project Briefing** has the meaning given in clause 6.

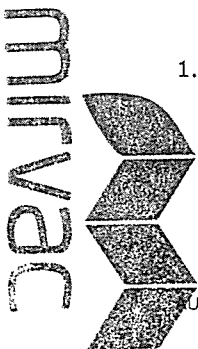
**Project Contract** has the meaning given in Recital A.

**1.2 Terms defined in the Project Contracts**

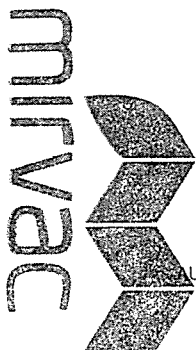
Terms used in this Agreement which are not otherwise defined will have the meaning given to them in the Project Contracts.

**1.3 Interpretation**

In this Agreement unless the context otherwise requires:



- (a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;
- (b) the words "including", "includes" and "include" will be read as if followed by the words without limitation;
- (c) a reference to any party to this Agreement includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;
- (d) a reference to any Authority, institute, association or body is:
  - (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
  - (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that Authority, institute, association or body;
- (e) a reference to this Agreement or to any other deed, agreement, document or instrument is deemed to include a reference to this Agreement or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (f) a reference to any legislation or to any section or provision of it includes:
  - (i) any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision; and
  - (ii) ordinances, by-laws, regulations of and other statutory instruments issued under that legislation, section or provision;
- (g) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;
- (h) headings are for convenience only and do not affect the interpretation of this Agreement;
- (i) a reference to:
  - (i) a party or clause is a reference to a party or clause of or to this Agreement; and
  - (ii) a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;
- (j) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (k) for all purposes (other than where designated as a Business Day), day means calendar day;
- (l) a reference to "\$" is to Australian currency;



- (m) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Agreement or any part; and
- (n) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

**2. AGREEMENT TO PREVAIL**

- (a) The parties agree that if there is any inconsistency between the terms of this Agreement and a Project Contract the terms of this Agreement will prevail to the extent of the inconsistency.
- (b) This Agreement is effective as of the date the Principal and the Members sign this document and will continue, unless terminated earlier, until it terminates in accordance with clause 16.

**3. FORMATION OF THE IDAR PANEL**

The parties acknowledge that the IDAR Panel:

- (a) has been formed;
- (b) is constituted by the Members;
- (c) will be chaired by that Member designated as Chair or such other Member as the Principal nominates, by written notice to the Members and Project Contractors, from time to time; and
- (d) must perform its obligations and functions under the Project Contracts and this Agreement.

**4. ACCESSION BY PROJECT CONTRACTORS**

- (a) The Principal will ensure that each Project Contractor who enters into a Project Contract that contemplates the involvement of the IDAR Panel in the relevant dispute resolution process accedes to this Agreement.
- (b) The Project Contractors may accede to this Agreement by execution of an Accession Deed Poll without the Continuing Parties' prior approval.
- (c) Upon accession of any Project Contractor to this Agreement as referred to in clause 4(a), the rights and liabilities of the parties to this Agreement will be as set out in this Agreement as amended in accordance with the requirements of the Accession Deed Poll.
- (d) The Principal will provide the Members with a copy of the Accession Deed Poll duly executed by the Project Contractor.

**5. ROLE OF THE IDAR PANEL**

The parties acknowledge and agree that the role of the IDAR Panel is to:

- (a) provide specialised expertise in technical and administration aspects of each Project Contract in order to assist the relevant parties in firstly, attempting to prevent, and if unable to prevent, in determining Disputes under each Project Contract in a timely manner;



- (b) function as an objective, impartial and independent body at all times; and
- (c) utilise knowledge gained from Disputes across each Project Contract in its recommendations and determinations.

6. **PROJECT BRIEFINGS**

- (a) The Principal will:
  - (i) hold meetings with the Members for the purpose of the Principal providing a Sydney Metro City & Southwest project briefing and update (**Project Briefing**); and
  - (ii) provide the Members at least 10 Business Days' notice to convene a Project Briefing.
- (b) The Members must attend the Project Briefings.
- (c) During the first Project Briefing, the IDAR Panel will establish procedures for the conduct of its routine site visits and other matters (excluding the rules governing the dispute resolution process as it relates to the IDAR Panel in each Project Contract) in accordance with the procedures included in Schedule 2 to this Agreement (unless otherwise agreed by the parties).

7. **JOINT PROJECT COMMITTEE**

- (a) The Chair must attend Joint Project Committee meetings.
- (b) The Principal will provide the Chair at least 10 Business Days' notice of each meeting of the Joint Project Committee.

8. **MEMBER'S OBLIGATIONS**

8.1 **Impartiality**

Each Member agrees to consider fairly and impartially the Disputes and other matters referred to the IDAR Panel.

8.2 **Independence**

Each Member agrees to act honestly and independently in the performance of its obligations under this Agreement (including the consideration of facts and conditions relating to a Dispute) and in accordance with clause 8 of this Agreement.

8.3 **General Duties**

Each Member agrees to carry out his or her obligations as a Member of the IDAR Panel:

- (a) with due care and diligence;
- (b) in compliance with the Project Contracts and this Agreement; and
- (c) in compliance with all applicable Laws.

9. **SELECTION OF NOMINATED MEMBER**

- (a) Where a Dispute has been notified to the IDAR Panel by Notice of Issue under the relevant provisions of the Project Contract, and:
  - (i) the parties to the Dispute are unable to agree on a Nominated Member; or

- (ii) a Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,

the Chair must nominate a Nominated Member within a further 2 Business Days.

- (b) If a Member nominated under clause 9(a) declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the Chair must nominate a further Nominated Member within a further 2 Business Days.
- (c) The Chair may not nominate itself as the Nominated Member.
- (d) If a replacement member appointed under clause 9(b) declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the process in clause 9(b) will be reapplied until there are no Members to accept the appointment, in which case the Chair must request the Resolution Institute to appoint a replacement member. This appointment will be final and conclusive.

10. **SELECTION OF EXPERT**

The parties acknowledge and agree that:

- (a) those persons listed in Schedule 3:
  - (i) have been appointed by the Principal to a panel of subject-matter experts; and
  - (ii) may be recommended to determine a Dispute referred to expert determination by a Notice of Dispute under the relevant provisions of the Project Contract; and
- (b) any Dispute which is referred to expert determination by a Notice of Dispute under the relevant provisions of the Project Contract will be conducted in accordance with the Resolution Institute's Expert Determination Rules, as modified by the relevant Project Contract.

11. **COSTS AND FEES**

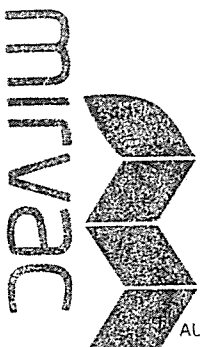
11.1 **Monthly retainer**

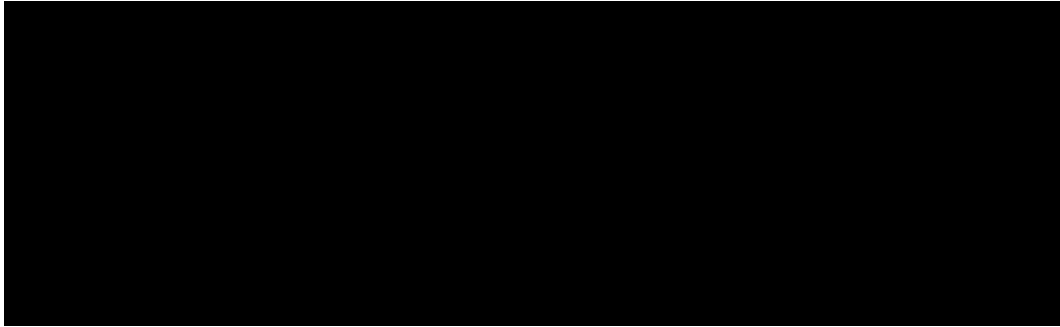
- (a) The Principal is liable for the payment of the Members' monthly retainer set out in the Fees and Disbursements Letter for each Member.
- (b) The Principal is liable for the payment of the Chair's attendance at the Joint Project Committee as set out in the Fees and Disbursements Letter for the Chair.

11.2 **Agreed rates for work and services**

With respect to each Dispute between the Principal and a Project Contractor:

- (a) the Principal and the relevant Project Contractor are jointly and severally liable for the payment of the Members' fees and disbursements (other than those in clause 11.1), calculated in accordance with the Fees and Disbursements Letter for each Member; and
- (b) the Principal and the relevant Project Contractor agree as between themselves that:
  - (i) [REDACTED]





11.3 **Payment claims**

All claims for payment by the Members must be submitted and processed in accordance with the payment procedure set out in Schedule 4.

12. **THE PARTIES' COMMITMENTS AND RESPONSIBILITIES**

The Principal and each Project Contractor acknowledges and agrees that it must:

- (a) act in good faith towards each Member and the IDAR Panel;
- (b) comply with the reasonable requests and directions of the IDAR Panel; and
- (c) except for its participation in the IDAR Panel's activities as provided in the Project Contracts and this Agreement, not solicit advice or consultation from the IDAR Panel or the Members on matters dealing with the resolution of Disputes which may compromise the IDAR Panel's integrity or compliance with this Agreement.

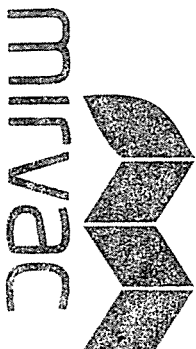
13. **CONFIDENTIALITY**

In relation to all confidential information disclosed to the IDAR Panel at any time each Member agrees:

- (a) to keep that information confidential;
- (b) not to disclose that information except if compelled by Law to do so;
- (c) not to use that information for a purpose other than the resolution of the Dispute in relation to which the confidential information was disclosed; and
- (d) to be bound by this obligation of confidentiality whether or not such confidential information is or later becomes in the public domain.

14. **CONFLICT OF INTEREST**

- (a) If a Member, during the term of appointment as a Member, becomes aware of any circumstance that might reasonably be considered to affect the Member's capacity to act independently, impartially and without bias, the Member must inform the Principal and each Project Contractor and the other Members.
- (b) The other Members will within [REDACTED] of notification under clause 14(a) confer and inform the parties and the Member, whether they believe the circumstances notified are such that the Member should be replaced. In the event that one or both of the other Members believe that the Member should be replaced, the Member will immediately resign from the IDAR Panel and a reappointment will occur pursuant to clause 17.3.



15. **LIABILITY AND INDEMNITY**

15.1 **Liability**

Each Member is not liable to either the Principal or a Project Contractor for any act or omission done in good faith and with due care and diligence.

15.2 **Indemnity**

The Principal and each Project Contractor each indemnify each Member against all claims from a person not a party to this Agreement for any act or omission done in connection with this Agreement in good faith and with due care and diligence.

15.3 **Due Care and Diligence**

For the purpose of clauses 15.1 and 15.2, the parties agree that the Member's act will have been done in good faith and with due care and diligence unless no reasonable person in the position of the Member would have so acted or made such an omission.

16. **TERMINATION OF AGREEMENT**

(a) The Principal may terminate this Agreement by written notice to the Members and each Project Contractor.

(b) Each Project Contractor's rights and obligations under this Agreement will terminate automatically upon termination of the Project Contractor's Project Contract, and the terms of this Agreement will be of no further force and effect.

17. **MEMBERS' TERMINATION**

17.1 **Resignation**

A Member may resign from the IDAR Panel by providing [REDACTED] written notice to the other Members, the Principal and each Project Contractor.

17.2 **Termination**

A Member's appointment may be terminated at any time by the Principal.

17.3 **Re-Appointment**

The parties acknowledge and agree that if:

- (a) a Member resigns under clause 14(b) or 17.1; or
- (b) the appointment of a Member is terminated by the Principal under clause 17.2;

then:

- (c) a replacement Member will be appointed by the Principal; and
- (d) the parties, the Members and any new Member must enter into a replacement agreement substantially similar to this Agreement.

18. **GOVERNING LAW**

- (a) This Agreement will be governed by and construed in accordance with the Laws of the State of New South Wales.

- (b) Each party submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Agreement, and waives any right it might have to claim that those courts are an inconvenient forum.

19. **RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement will be construed or interpreted as constituting the relationship between the Principal, the Project Contractors and the Members as that of partners, joint venturers or any other fiduciary relationship.

20. **NOTICES**

- (a) Any notices contemplated by this Agreement must be in writing and delivered to the relevant address, sent by email in the form of a .pdf file as set out below (or to any new address or email address that a party notifies to the others).

- (i) to the Principal: [REDACTED]

- (ii) to the Members: [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

- (iii) to a Project Contractor: To the address or email address set out in the relevant Accession Deed Poll.

- (b) A notice sent by post will be taken to have been received at the time when, in due course of the post, it would have been delivered at the address to which it is sent.

- (c) A notice sent by email will be taken to have been received:

- (i) if it is transmitted by 5.00 pm (Sydney time) on a Business Day - on that Business Day; or

- (ii) if it is transmitted after 5.00 pm (Sydney time) on a Business Day, or on a day that is not a Business Day - on the next Business Day.

21. **GIVING EFFECT TO THIS AGREEMENT**

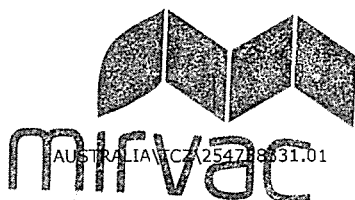
Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this Agreement.

22. **SURVIVAL OF TERMS**

The parties agree that clauses 11 and 15 and this clause 22 (and any other terms of this Agreement necessary for or incidental to the operation of the preceding terms) will survive the termination or expiry of this Agreement.

23. **WAIVER OF RIGHTS**

A right may only be waived in writing, signed by the party giving the waiver, and:



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- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

24. **OPERATION OF THIS AGREEMENT**

- (a) Except as otherwise expressly specified in this Agreement, this Agreement contains the entire agreement between the parties about its subject matter, and any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect.
- (b) Any right that a person may have under this Agreement is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

25. **AMENDMENT**

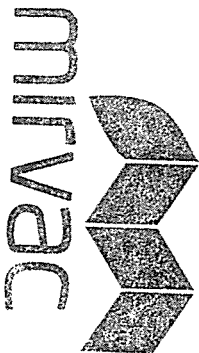
- (a) Subject to clause 25(b), this Agreement can only be amended, supplemented, replaced or novated by another document signed by the parties.
- (b) The Principal may amend Schedule 3 by written notice without the Continuing Parties' prior approval.

26. **COUNTERPARTS**

- (a) This Agreement may be executed in counterparts, which taken together constitute one instrument.
- (b) A party may execute this Agreement by executing any counterpart.

27. **ATTORNEYS**

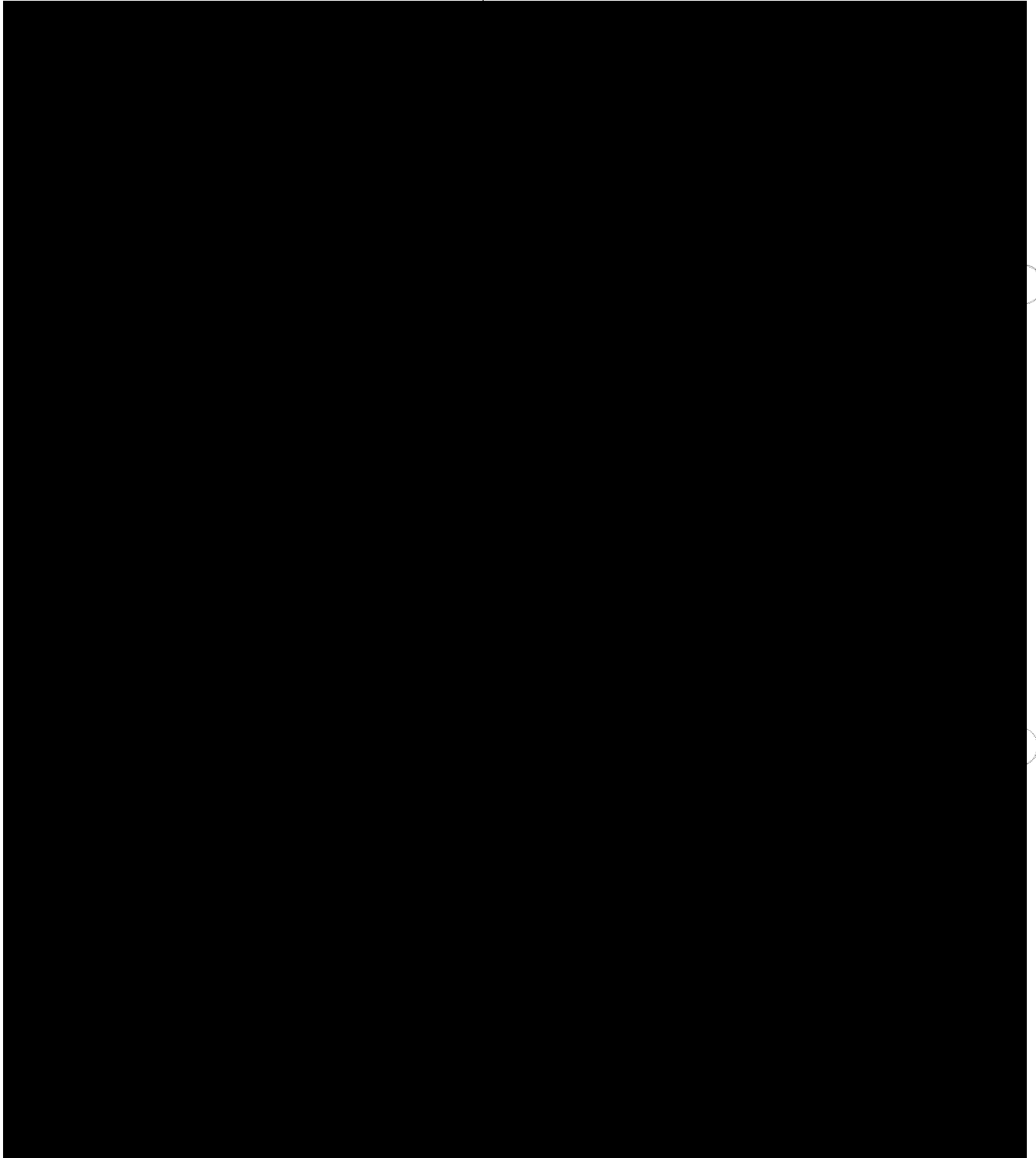
Each person who executes this Agreement on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

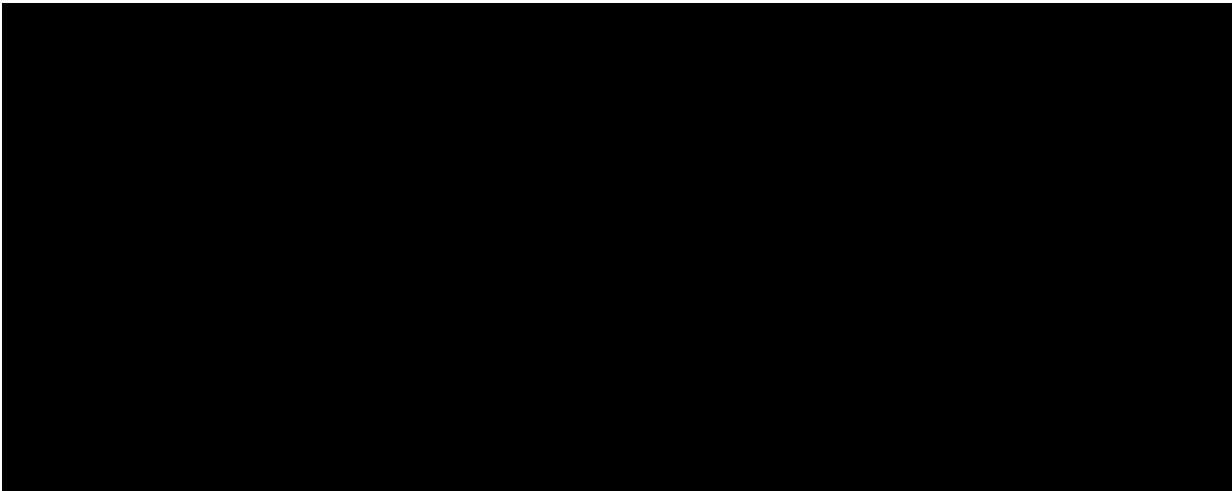


**JOHN  
HOLLAND**

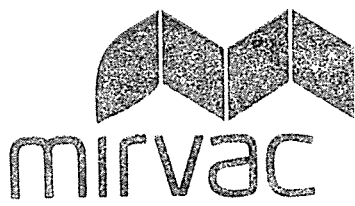
**EXECUTED** as an agreement.

Executed by **SYDNEY METRO ABN 12 354 063 515** by its authorised delegate in the presence of:





JOHN  
HOLLAND





**SCHEDULE 1**

**Form of Accession Deed Poll**

**THIS DEED POLL** is made on [2018/2019]

**BY:** [Insert name] ABN [number] whose registered office is at [address] (**Acceding Party**)

**IN FAVOUR OF:** (1) **Sydney Metro** ABN 12 354 063 515 a New South Wales Government agency of Level 43, 680 George Street, Sydney NSW 2000 (**Principal**) and

(2) **Members of the IDAR Panel** (collectively **Members**), namely:

[Redacted names of Members]

and

(3) each person who has acceded to the IDAR Panel Agreement, (together (2) and (3) being the **Continuing Parties**).

**RECITALS:**

- (A) This deed poll is supplemental to the agreement titled "IDAR Panel Agreement" between the Principal and the Continuing Parties dated [insert] as amended or acceded to from time to time (**IDAR Panel Agreement**).
- (B) The Principal and the Continuing Parties are each party to the IDAR Panel Agreement.
- (C) The Principal has entered into the [insert name of relevant Project Contract] with the Acceding Party.
- (D) Each of the Continuing Parties has acknowledged and agreed that the Acceding Party will accede to the IDAR Panel Agreement.
- (E) By this deed poll, the Acceding Party accedes to the IDAR Panel Agreement and the IDAR Panel Agreement is amended on the terms set out in this deed poll.

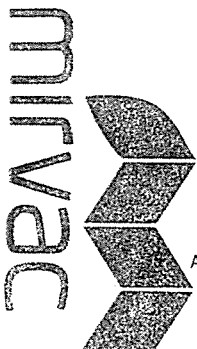
**THE ACCEDING PARTY COVENANTS AS FOLLOWS:**

**1. INTERPRETATION**

Capitalised terms used in this deed poll and not otherwise defined have the same meanings as those given in the IDAR Panel Agreement. The following definitions apply in this deed poll:

**Effective Date** means the date of execution of this deed poll.

[Insert name of relevant Project Contract] means the contract entered into between the Principal and the Acceding Party titled [insert title] and dated [insert date].



**2. PRIMARY COVENANTS**

- (e) The Acceding Party:
  - (i) confirms that it has been supplied with a copy of the IDAR Panel Agreement;  
and
  - (ii) covenants with each of the Principal and the Continuing Parties, with effect from the Effective Date, to be bound by the provisions of, and to perform all of its obligations under the IDAR Panel Agreement.
- (f) For the purposes of the IDAR Panel Agreement, the Acceding Party's representative is as set out below:

[Insert details of Acceding Party's representative]
- (g) For the purposes of clause 20 of the IDAR Panel Agreement, the Acceding Party's notice address details are as set out below:

Address:  
Email:  
For the attention of:
- (h) Clause 18 of the IDAR Panel Agreement applies to this deed poll.

**EXECUTED** as a deed poll.

*[Note: Appropriate execution block to be inserted by the Acceding Party prior to execution.]*



## SCHEDULE 2

### IDAR Panel General Operating Procedures

#### 1. General

- 1.1 Each Project Contractor will furnish to each of the Members all documents necessary for the IDAR Panel to perform its functions, including copies of all Project Contract documents plus periodic reports, such as progress reports, minutes of weekly or other project control meetings, site meetings or similar meetings and any other documents that would be helpful in informing the Members of Disputes and other matters.
- 1.2 The Members must make prompt disclosure from time to time of any new or previously undisclosed circumstance, relationship or dealing, which comes to their attention and which might give rise to a conflict of interest or apprehension of bias.
- 1.3 Communications between the parties and the IDAR Panel for the purpose of attempting to prevent or resolve Disputes are without prejudice communications and may not be adduced as evidence in any dispute resolution process under the relevant Project Contract.

#### 2. Frequency of regular meetings and site visits

- 2.1 The frequency and scheduling of meetings and site visits necessary to keep the IDAR Panel properly informed of the project circumstances will generally be agreed between the IDAR Panel and the parties to each Project Contract.
- 2.2 In the case of a failure to agree between the IDAR Panel and the parties to a Project Contract, the Principal will schedule the meetings and visits as it sees fit.

#### 3. Agenda for regular meetings

- 3.1 IDAR Panel meetings held for the purposes of briefing and updating the Members on performance and progress of the work under each Project Contract and issues or potential issues between the relevant parties will be held on an in-confidence and without prejudice basis to encourage full and frank disclosure and discussions.
- 3.2 At the conclusion of the meeting, the IDAR Panel will generally inspect the Project Works and the Construction Site in the company of representatives of both parties to the relevant Project Contract. Any areas of the Project Works or Construction Site that are or may be the subject of any potential Dispute will be pointed out by the parties to the relevant Project Contract.

#### 4. Minutes of meetings

- 4.1 The Chair will prepare minutes of the regular meetings of the IDAR Panel and these draft minutes will be circulated to the parties of the relevant Project Contract and the Members for comments, additions and corrections.
- 4.2 In accordance with clause 3.1 above, the minutes of IDAR Panel meetings held will be marked "in-confidence, without prejudice".
- 4.3 Minutes as amended will be adopted by the relevant parties and the Members at the next meeting.

#### 5. Communications

- 5.1 All communications by the parties to the IDAR Panel outside the IDAR Panel meetings should be directed in writing to the Chair and copied to the other Members and to the

other party of the relevant Project Contract. All communications by the Members to the parties should be addressed to the Principal's Representative and the relevant Project Contractor's representative.

6. **Representation**

- 6.1 The parties must each ensure they are represented at IDAR Panel meetings by at least one senior project personnel and at least one senior off-site person to whom the on-site personnel reports. The parties must inform the Chair of the names and project roles of each of their respective representatives and, if applicable, the names and roles of any alternatives.

**JOHN  
HOLLAND**



**SCHEDULE 3**

**Appointed panel of Experts**

As notified by the Principal in writing.

**JOHN  
HOLLAND**



**SCHEDULE 4****Payment procedure****1. Payment claims**

At the end of each month in which the Members perform services under this Agreement with respect to each Dispute between the Principal and a Project Contractor, each Member must submit to both the Principal and the relevant Project Contractor an account for payment on account of the Member's fees and disbursements:

- (a) setting out the value of the services performed in accordance with this Agreement during the relevant month;
- (b) calculated in accordance with the Fees and Disbursements Letter for that Member; and
- (c) in such form and with such details and supporting documentation as the Principal and the relevant Project Contractor may reasonably require (including details of the time expended by the Member in performing the services).

**2. Payment and notification of disputed amounts**

- (a) Within 20 Business Days after receipt of the account for the month (submitted in accordance with section 1 of this Schedule 4):
  - (i) the Principal must pay:
    - (A) the Member's monthly retainer set out in the Fees and Disbursements Letter for that Member; and
    - (B) the Chair's attendance at the Joint Project Committee as set out in the Fees and Disbursements Letter for the Chair; and
  - (ii) the Principal and the relevant Project Contractor must each pay each Member ■■■ of the amount claimed by each Member for services performed (other than those in (i) above) during the month which is not disputed.
- (b) If the Principal or the relevant Project Contractor disagrees with the amount included in an account submitted by a Member then, within 10 Business Days of receipt of the relevant Member's account, the Principal or the relevant Project Contractor (as applicable) must notify the relevant Member in writing of the reasons for any amount which is disputed (with a copy to the Principal and the relevant Project Contractor).
- (c) If the Principal, the relevant Project Contractor and the relevant Member do not resolve the matter within 10 Business Days after the issue of the Principal's or the relevant Project Contractor's written notice, the Principal and the relevant Project Contractor (acting reasonably) must jointly determine the dispute. Any determination by the Principal and the relevant Project Contractor in respect of the amount payable must be given effect to by the Principal, the relevant Project Contractor and the relevant Member unless and until it is reversed or overturned in any subsequent court proceedings.

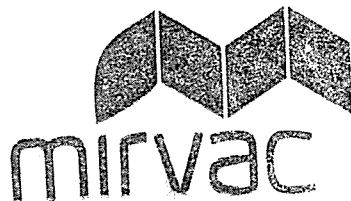
**3. Goods and services tax**

- (a) A party must pay GST on a taxable supply made to it under this Agreement, in addition to any consideration (excluding GST) that is payable for that taxable supply. The party making the taxable supply must provide a valid tax invoice to

the other party at or before the time that the other party is required to pay the GST.

- (b) Terms used in this section 3 have the meaning given to them in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**JOHN  
HOLLAND**



**FORM OF FEES AND DISBURSEMENTS LETTER**

[Date]

[Member details]

Dear [Member]

**Fees and Disbursements for IDAR Panel**

This letter (**Fees and Disbursements Letter**) forms part of the IDAR Panel Agreement between Sydney Metro, each Project Contractor and Members of the IDAR Panel dated on or about the date of this Fees and Disbursements Letter.

All defined terms used in this Fees and Disbursements Letter have the meaning given to them in the IDAR Panel Agreement.

The fees and disbursements due to [Member] in respect of his/her responsibilities as a Member of the IDAR Panel are agreed as follows:

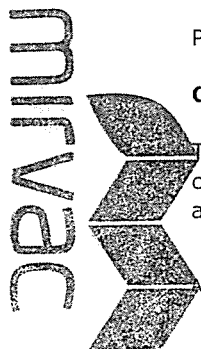
1.	Preparation for, and attendance at, one Project Briefing per month		
2.	(Chair only) Preparation for, and attendance at, Joint Project Committee meetings		
3.	All other work carried out in connection with this Agreement, other work set out in items (1) and (2)		
4.	Disbursements		
5.	Rates escalation		

**Payment terms**

Payment terms will be in accordance with Schedule 4 of the IDAR Panel Agreement.

**Counterparts**

This Fees and Disbursements Letter may be executed in counterparts, which taken together constitute one instrument. A party may execute this Fees and Disbursements Letter by executing any counterpart.





**Acceptance**

Please acknowledge your acceptance of the fees and disbursements of this letter by signing, dating and returning the enclosed copies to Sydney Metro.

Executed by **SYDNEY METRO ABN 12 354 063 515** by its authorised delegate in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Signature of [insert position]

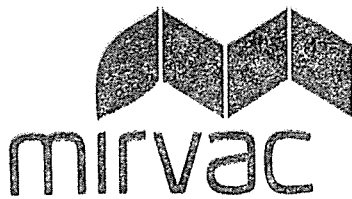
\_\_\_\_\_  
Name of [insert position]

**Signed** by [Member] in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

\_\_\_\_\_  
Signature



**JOHN  
HOLLAND**

**FEES AND DISBURSEMENTS LETTER**

11<sup>th</sup> February 2019

[Redacted]

Dear [Redacted]

**Fees and Disbursements for IDAR Panel**

This letter (**Fees and Disbursements Letter**) forms part of the IDAR Panel Agreement between Sydney Metro, each Project Contractor and Members of the IDAR Panel dated on or about the date of this Fees and Disbursements Letter.

All defined terms used in this Fees and Disbursements Letter have the meaning given to them in the IDAR Panel Agreement.

The fees and disbursements due to [Redacted] in respect of his/her responsibilities as a Member of the IDAR Panel are agreed as follows:

[Redacted]

1.	Preparation for, and attendance at, one Project Briefing per month	[Redacted]
2.	(Chair only) Preparation for, and attendance at, Joint Project Committee meetings	[Redacted]
3.	All other work carried out in connection with this Agreement, other work set out in items (1) and (2)	[Redacted]
4.	Disbursements	[Redacted]
5.	Rates escalation	[Redacted]

**Payment terms**

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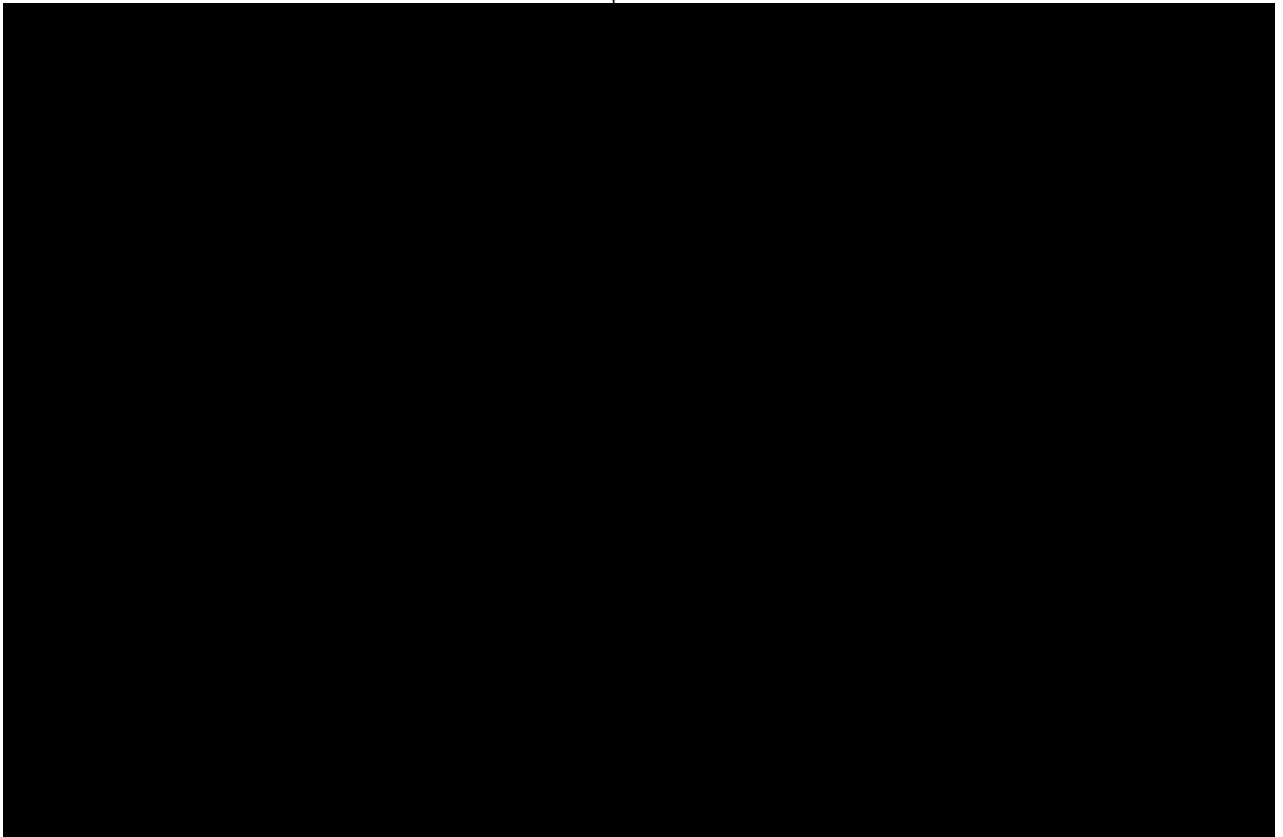
**Counterparts**

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**Acceptance**

Please acknowledge your acceptance of the fees and disbursements of this letter by signing, dating and returning the enclosed copies to Sydney Metro.

Executed by **SYDNEY METRO ABN 12 354 063 515** by its authorised delegate in the presence of:



**JOHN  
HOLLAND**

**FEES AND DISBURSEMENTS LETTER**

11<sup>th</sup> February 2019

[Redacted]

Dear [Redacted]

**Fees and Disbursements for IDAR Panel**

This letter (**Fees and Disbursements Letter**) forms part of the IDAR Panel Agreement between Sydney Metro, each Project Contractor and Members of the IDAR Panel dated on or about the date of this Fees and Disbursements Letter.

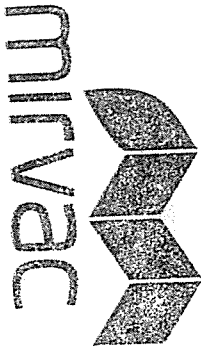
All defined terms used in this Fees and Disbursements Letter have the meaning given to them in the IDAR Panel Agreement.

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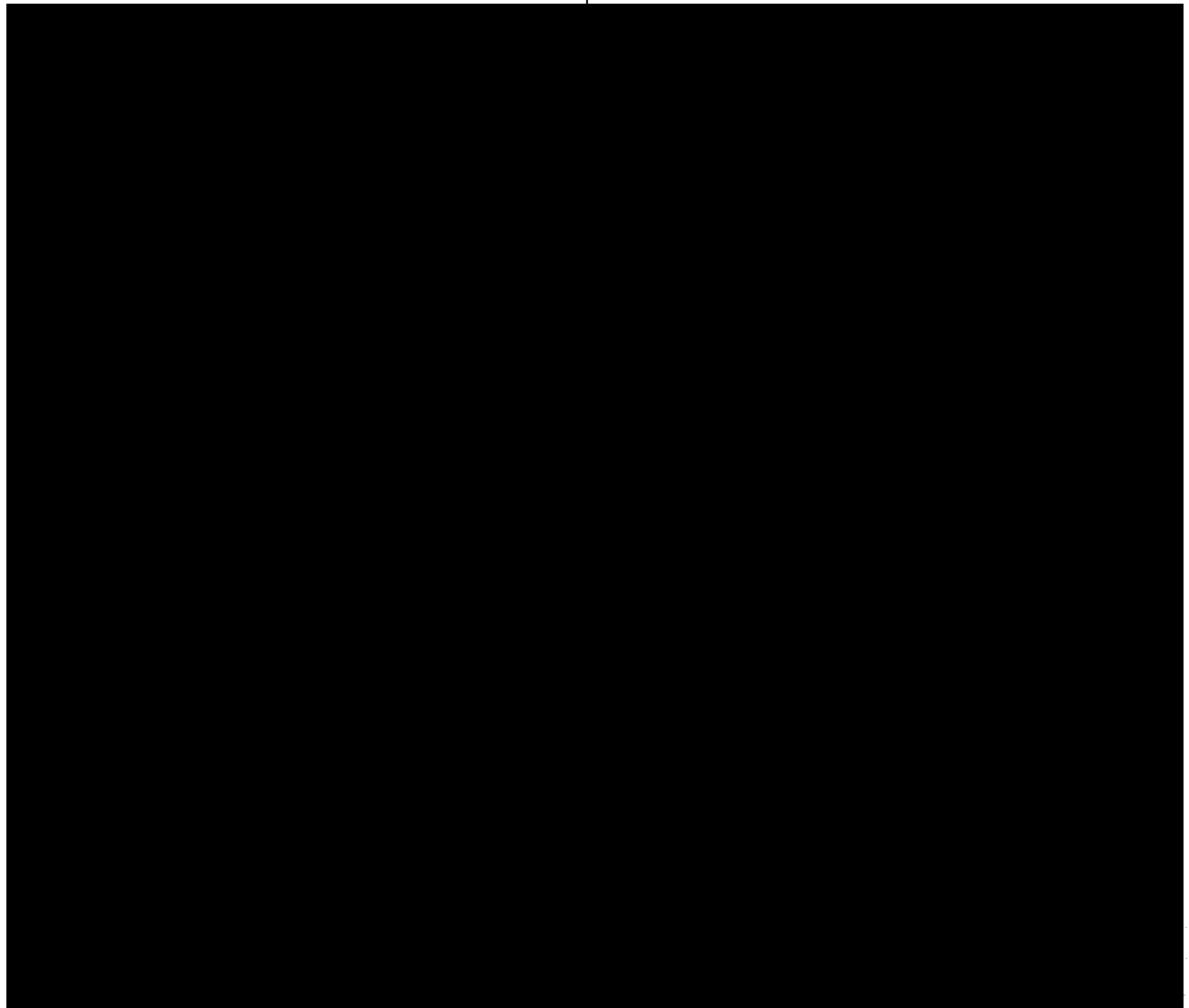
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**Acceptance**

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Executed by **SYDNEY METRO ABN 12 354 063 515** by its authorised delegate in the presence of:



**FEES AND DISBURSEMENTS LETTER**

11<sup>th</sup> February 2019

[Redacted]

Dear [Redacted]

**Fees and Disbursements for IDAR Panel**

This letter (**Fees and Disbursements Letter**) forms part of the IDAR Panel Agreement between Sydney Metro, each Project Contractor and Members of the IDAR Panel dated on or about the date of this Fees and Disbursements Letter.

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[Redacted]		
1.	Preparation for, and attendance at, one Project Briefing per month	[Redacted]
2.	(Chair only) Preparation for, and attendance at, Joint Project Committee meetings	[Redacted]
3.	All other work carried out in connection with this Agreement, other work set out in items (1) and (2)	[Redacted]
4.	Disbursements	[Redacted]
5.	Rates escalation	[Redacted]

**Payment terms**

Payment terms will be in accordance with Schedule 4 of the IDAR Panel Agreement.



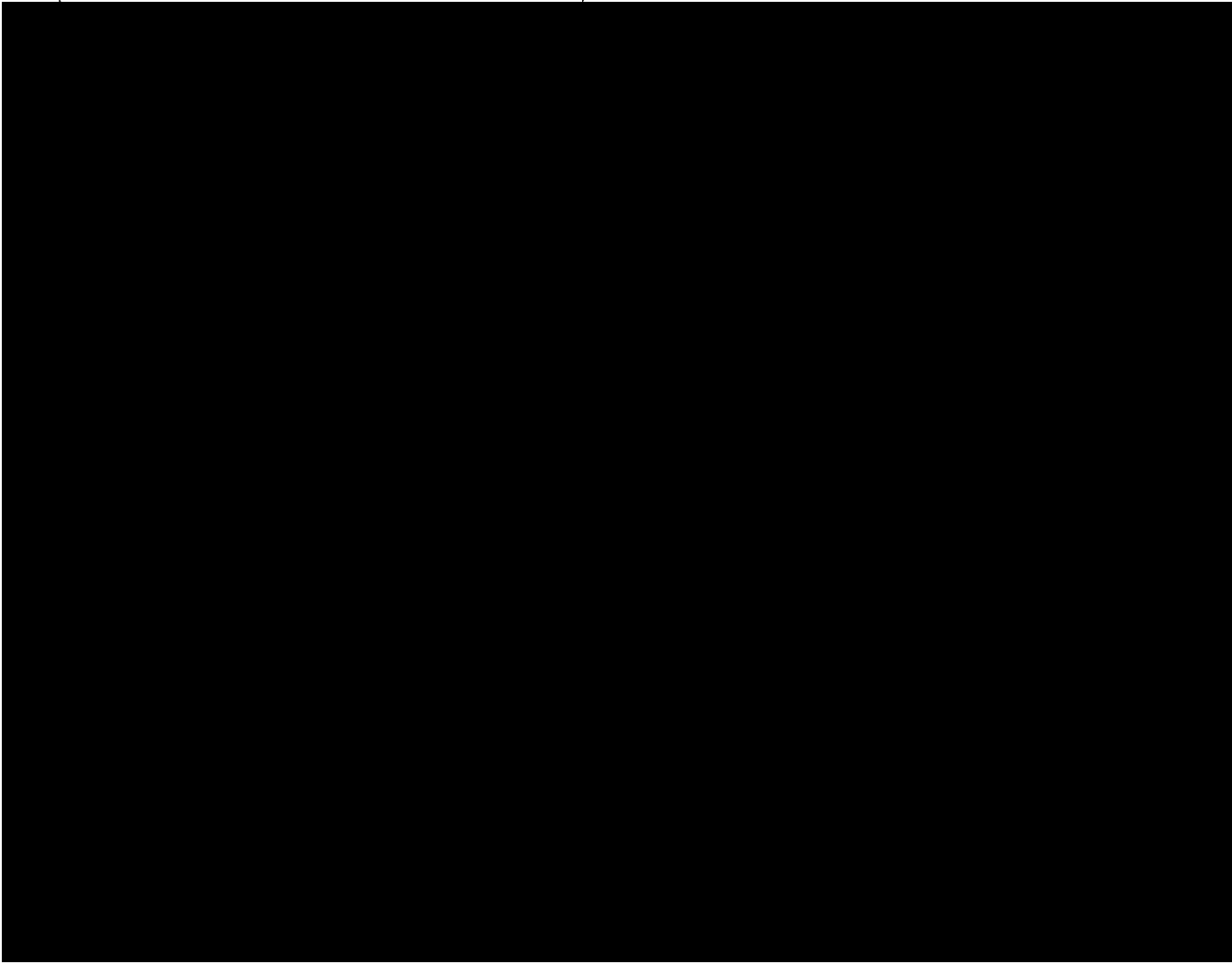
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**Acceptance**

Please acknowledge your acceptance of the fees and disbursements of this letter by signing, dating and returning the enclosed copies to Sydney Metro.

Executed by **SYDNEY METRO ABN 12 354 063 515** by its authorised delegate in the presence of:



**FEES AND DISBURSEMENTS LETTER**

11<sup>th</sup> February 2019



Dear [REDACTED]

**Fees and Disbursements for IDAR Panel**

This letter (**Fees and Disbursements Letter**) forms part of the IDAR Panel Agreement between Sydney Metro, each Project Contractor and Members of the IDAR Panel dated on or about the date of this Fees and Disbursements Letter.

All defined terms used in this Fees and Disbursements Letter have the meaning given to them in the IDAR Panel Agreement.

The fees and disbursements due to [REDACTED] in respect of his/her responsibilities as a Member of the IDAR Panel are agreed as follows:

[REDACTED]	
1.	Preparation for, and attendance at, one Project Briefing per month
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3.	All other work carried out in connection with this Agreement, other work set out in items (1) and (2)
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5.	Rates escalation

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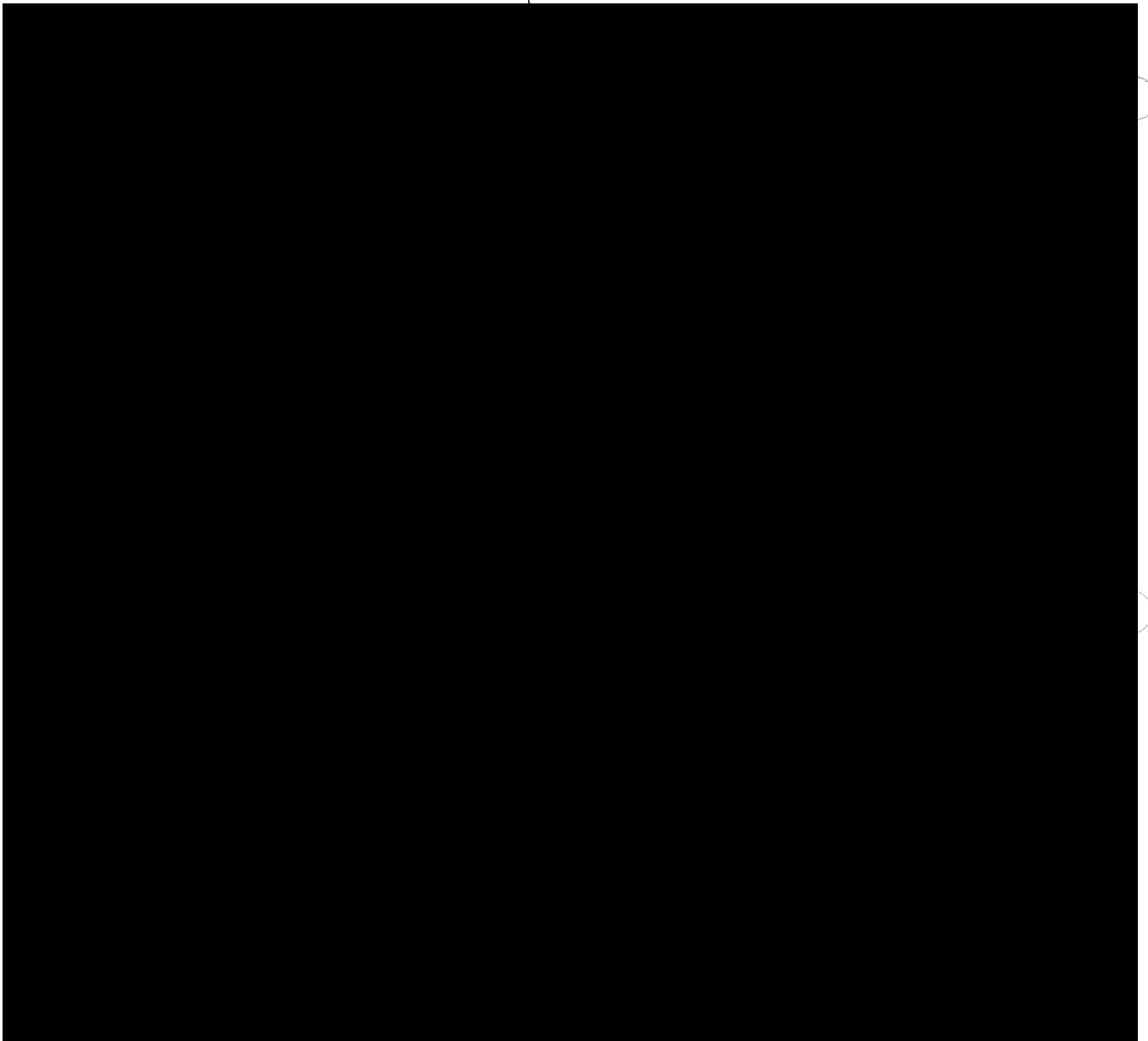
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**Acceptance**

Please acknowledge your acceptance of the fees and disbursements of this letter by signing, dating and returning the enclosed copies to Sydney Metro.

**Executed by SYDNEY METRO ABN 12 354  
063 515** by its authorised delegate in the  
presence of:



**SCHEDULE A21. – MORAL RIGHTS CONSENT**

(Clause 23.4(b))

**PART A – FORM FOR MQD WORKS OTHER THAN SOCIAL HOUSING WORKS**

In relation to any Moral Rights the [Author] (**Author**) has in respect of [specify the relevant copyright work(s) – eg. the relevant architectural plans] (**Copyright Works**), the Author hereby consents to [insert name and ABN of WL Developer] (**WL Developer**) and Sydney Metro ABN 12 354 063 515 (**Principal**), doing or authorising the doing of the following acts or making or authorising the making of the following omissions (whether occurring before or after this consent is given) anywhere in the world:

- (a) exercise any rights in relation to the Copyright Works, without identifying any person as the individual responsible for creating any particular material comprising the Copyright Works;
- (b) have the Copyright Works bear the name of [to be completed] or such other address of that property, or bear the name of the WL Developer, the Principal or any other person associated with the Waterloo Metro Quarter Development project; and
- (c) modify, alter, adapt, distort or otherwise change any of the Copyright Works as it sees fit in its absolute discretion, including:
  - (i) by adapting or translating those Copyright Works into other formats, including different dimensional representations, or media; and
  - (ii) by changing, relocating, demolishing or destroying any two or three dimensional reproduction of those Copyright Works without notice to, or consultation with, the Author.

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

The Author acknowledges that these consents are given for the benefit of the WL Developer and the Principal, their licensees, successors in title and anyone authorised by any of them to do acts comprised in the copyright of the Copyright Works.

The Author acknowledges that the WL Developer and the Principal will be relying on the consents in this document and that those consents are intended to be legally binding.

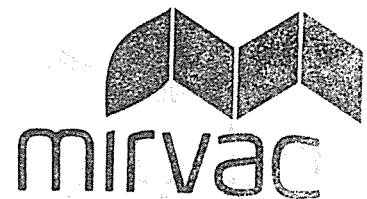
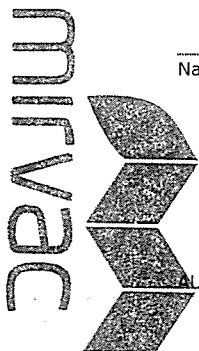
**Dated**

**SIGNED** by [INSERT NAME OF AUTHOR] in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness in full



**PART B – FORM FOR SOCIAL HOUSING WORKS**

In relation to any Moral Rights the [Author] (**Author**) has in respect of [specify the relevant copyright work(s) – eg. the relevant architectural plans] (**Copyright Works**), the Author hereby consents to [insert name and ABN of WL Developer] (**WL Developer**), Sydney Metro ABN 12 354 063 515 (**Principal**) and the New South Wales Land and Housing Corporation ABN 24 960 729 253 (**LAHC**), doing or authorising the doing of the following acts or making or authorising the making of the following omissions (whether occurring before or after this consent is given) anywhere in the world:

- (a) exercise any rights in relation to the Copyright Works, without identifying any person as the individual responsible for creating any particular material comprising the Copyright Works;
- (b) have the Copyright Works bear the name of [to be completed] or such other address of that property, or bear the name of the WL Developer, the Principal, LAHC or any other person associated with the Social Housing or any other part of the Waterloo Metro Quarter Development project; and
- (c) modify, alter, adapt, distort or otherwise change any of the Copyright Works as it sees fit in its absolute discretion, including:
  - (i) by adapting or translating those Copyright Works into other formats, including different dimensional representations, or media; and
  - (ii) by changing, relocating, demolishing or destroying any two or three dimensional reproduction of those Copyright Works without notice to, or consultation with, the Author.

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

The Author acknowledges that these consents are given for the benefit of the WL Developer, the Principal and LAHC, their licensees, successors in title and anyone authorised by any of them to do acts comprised in the copyright of the Copyright Works.

The Author acknowledges that the WL Developer, the Principal and LAHC will be relying on the consents in this document and that those consents are intended to be legally binding.

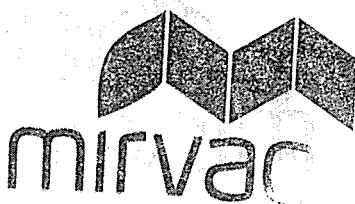
**Dated**

**SIGNED** by [INSERT NAME OF AUTHOR] in the presence of:

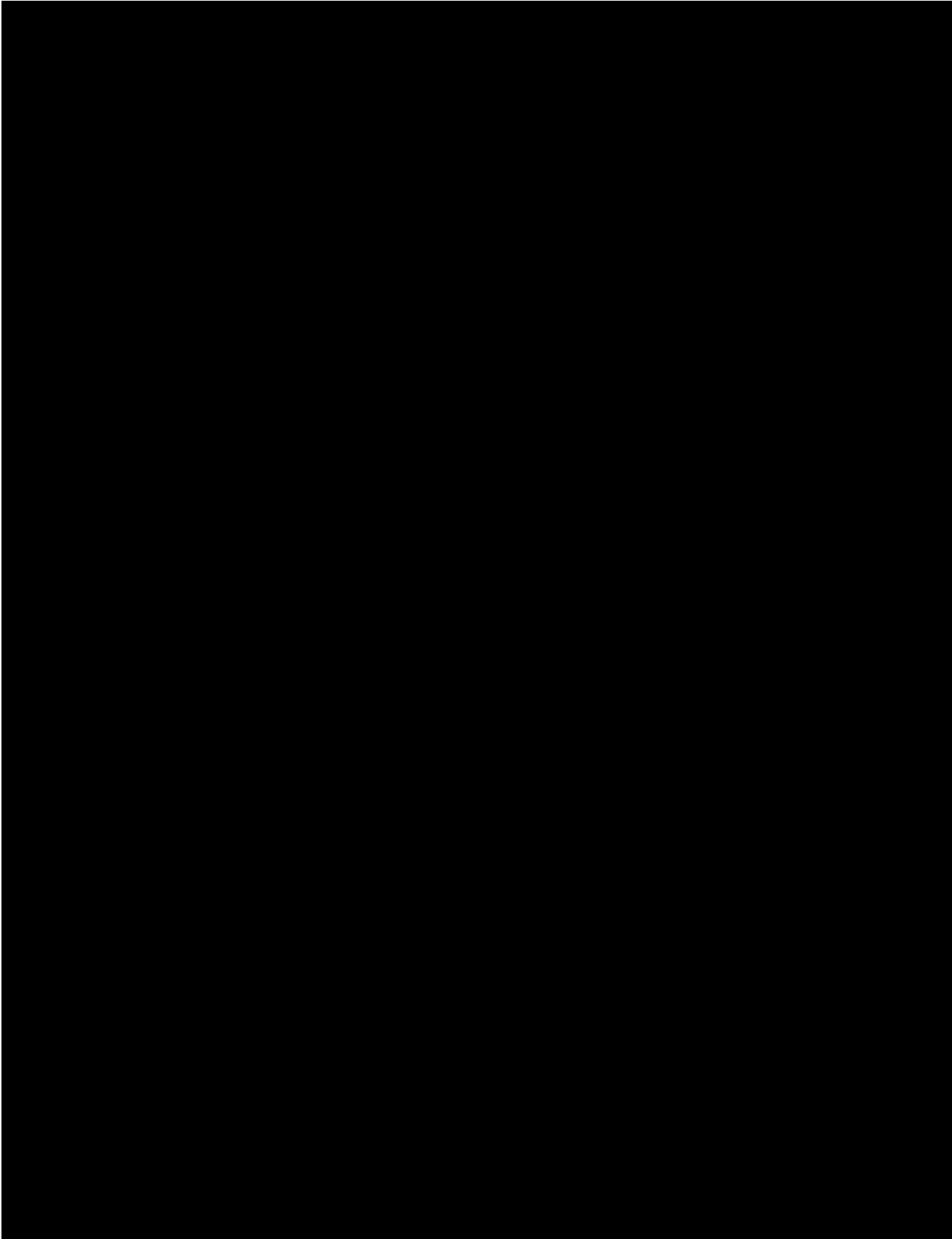
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Signature

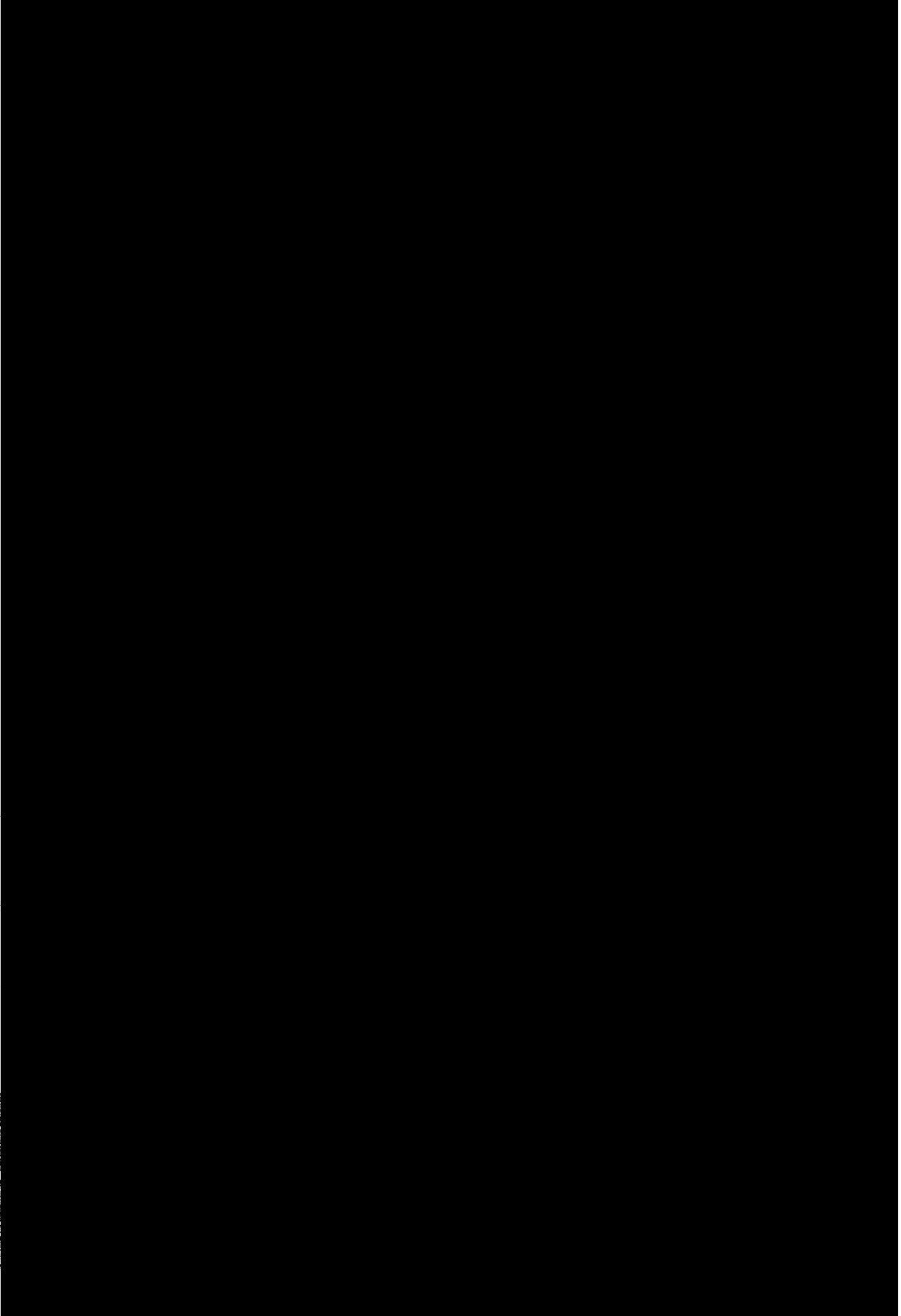
\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness in full

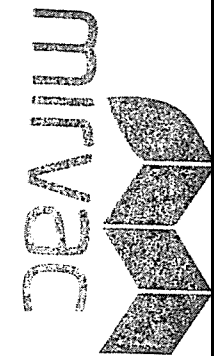
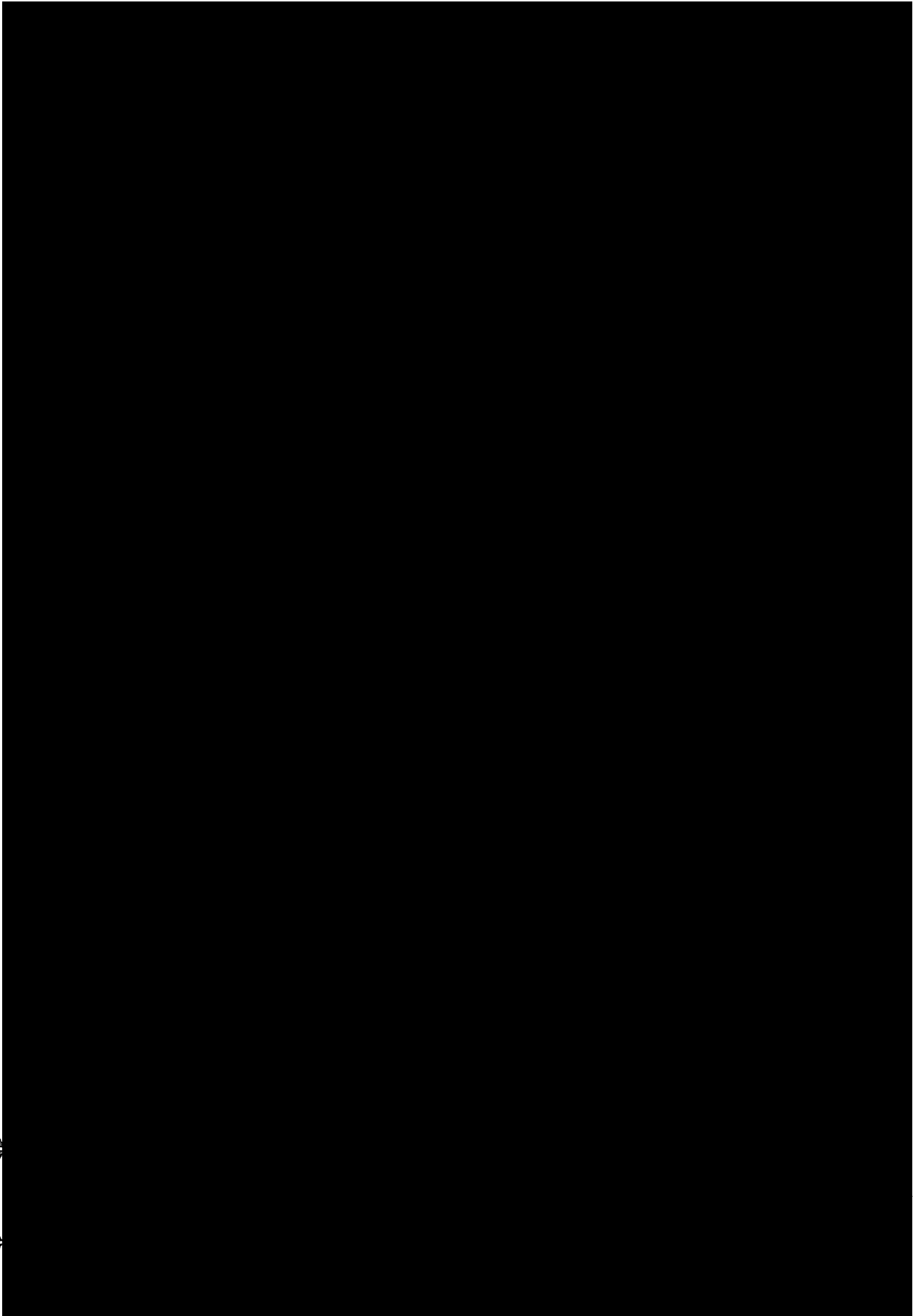


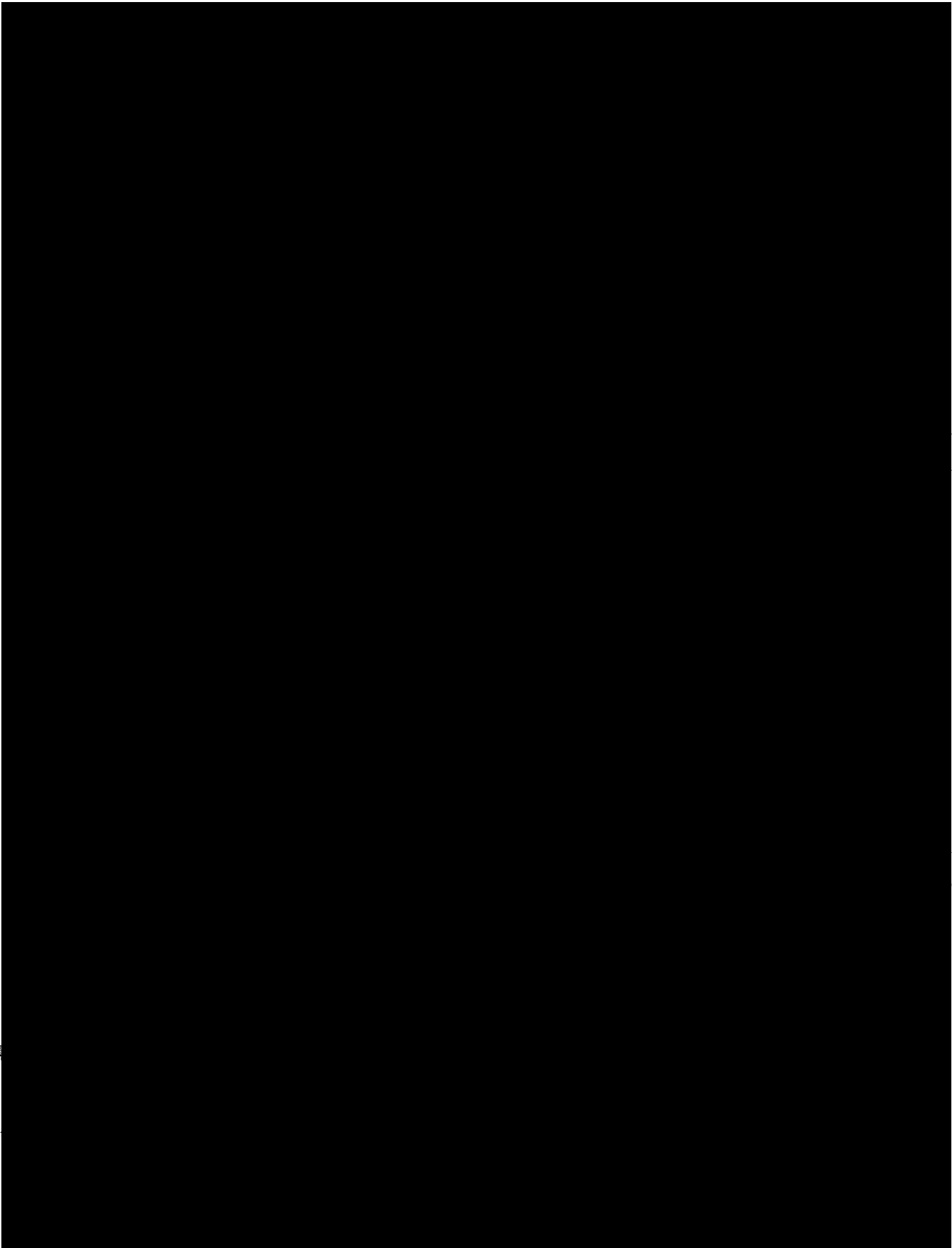
**SCHEDULE A22. – OPERATOR COOPERATION AND INTEGRATION DEED**



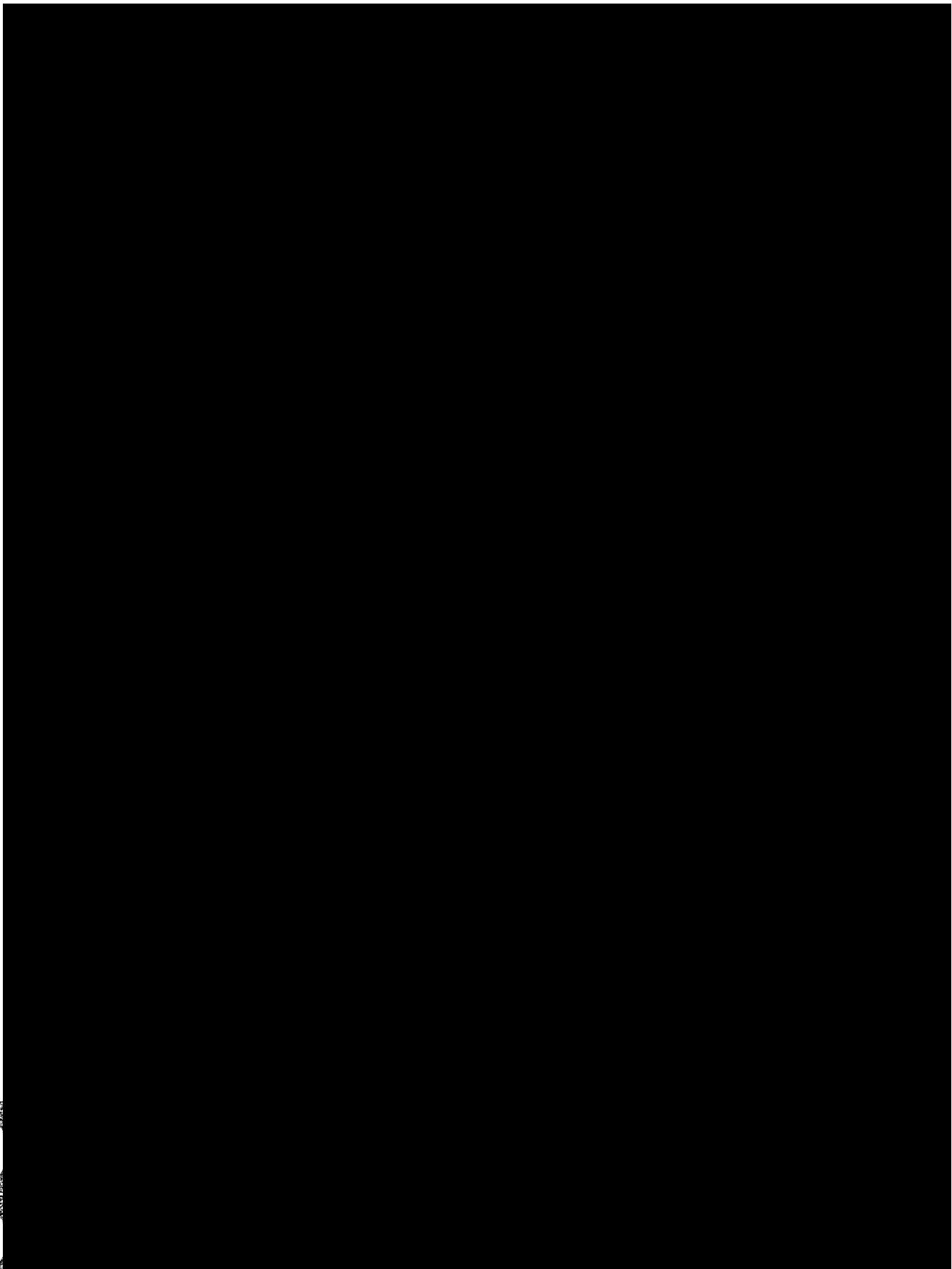


**MIRVAC**



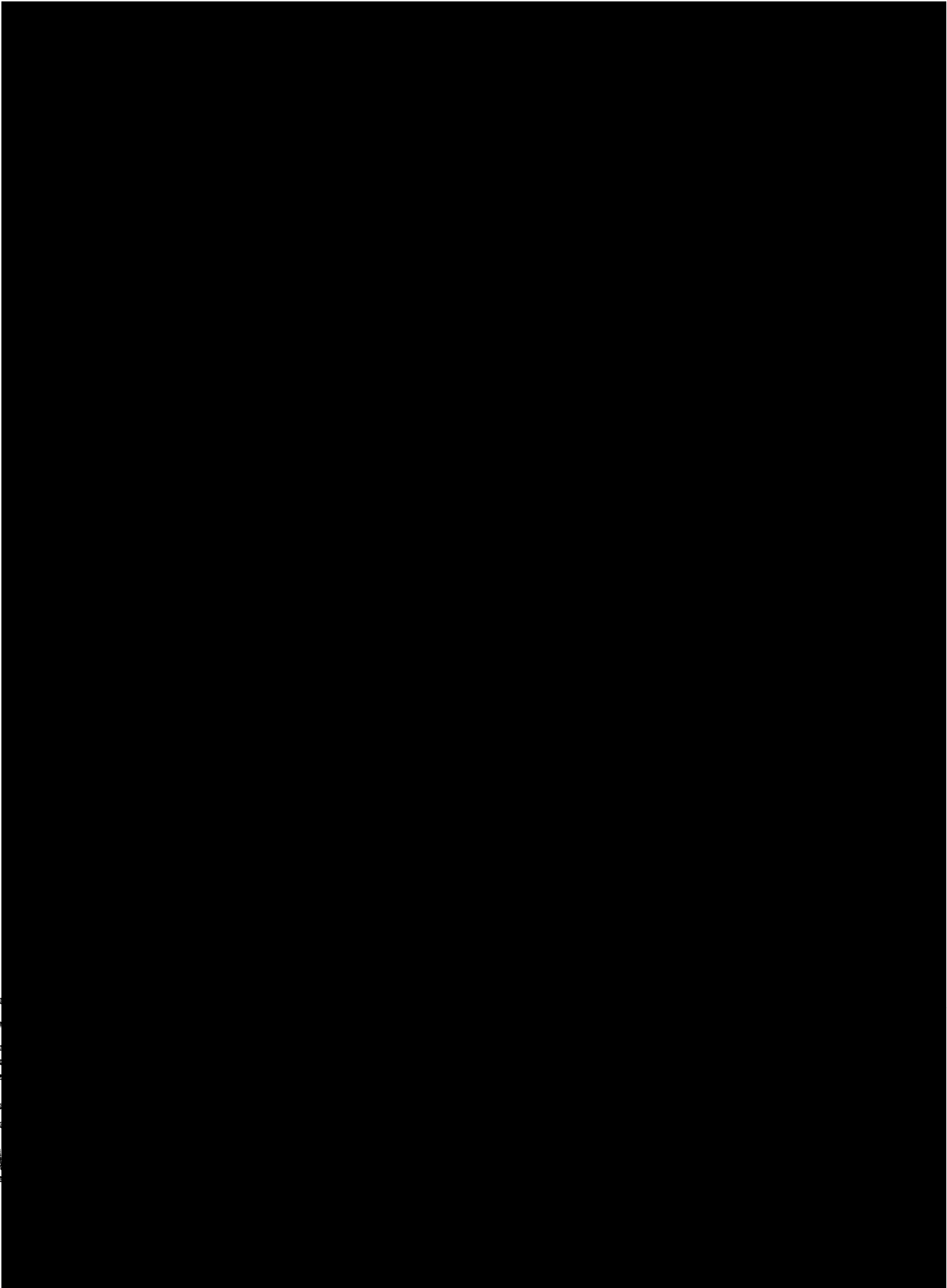


mirvac



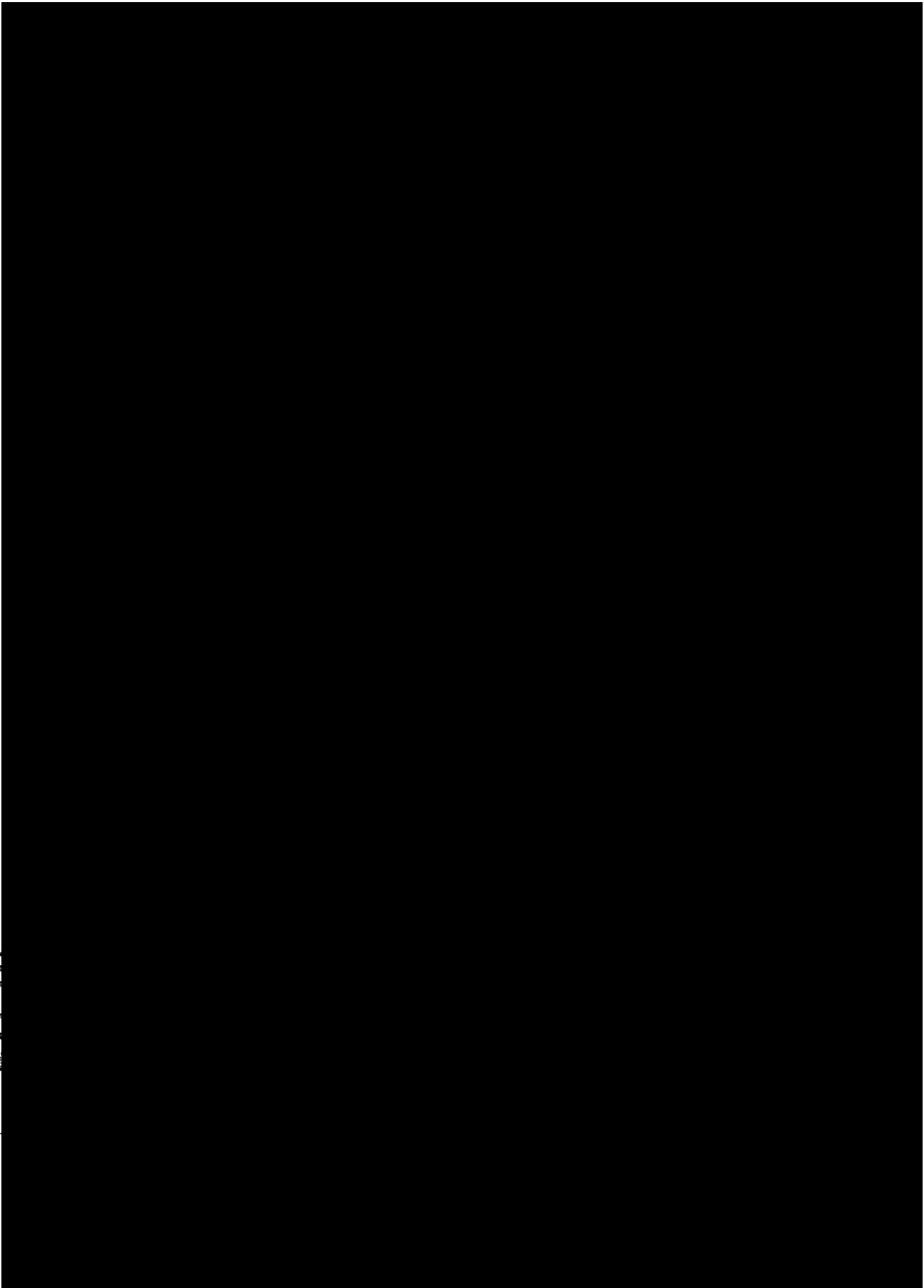
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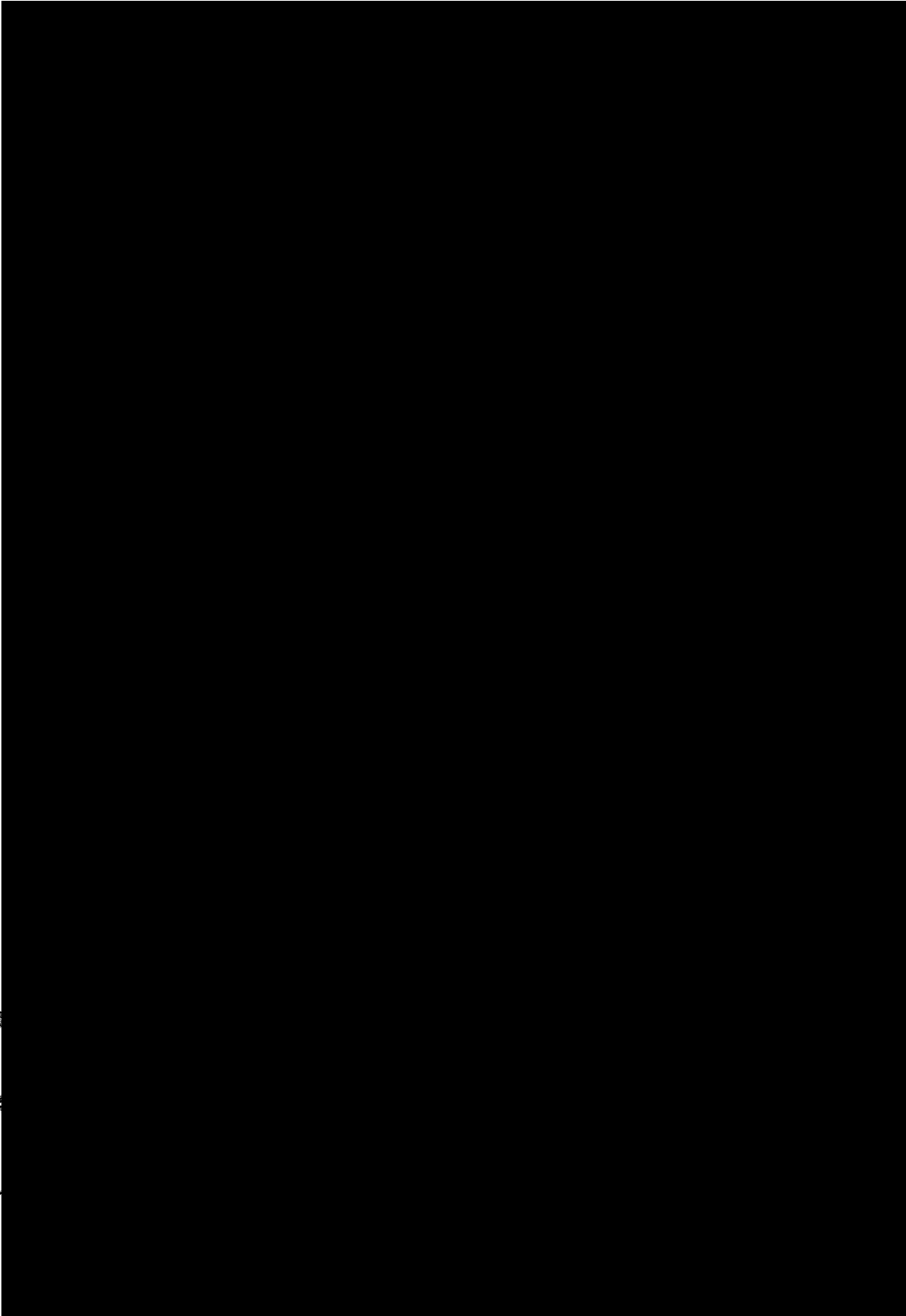




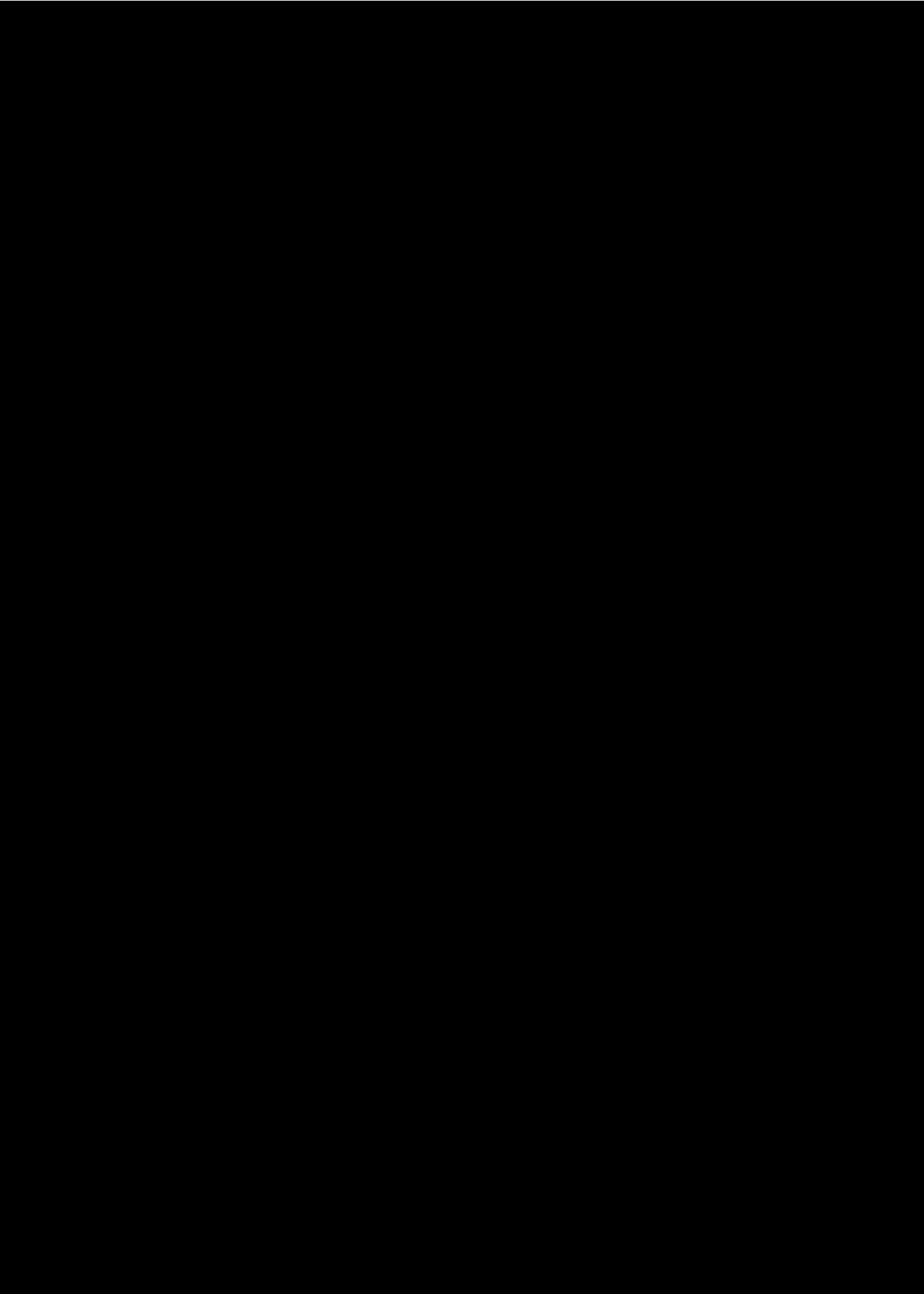
70A III

JEAN

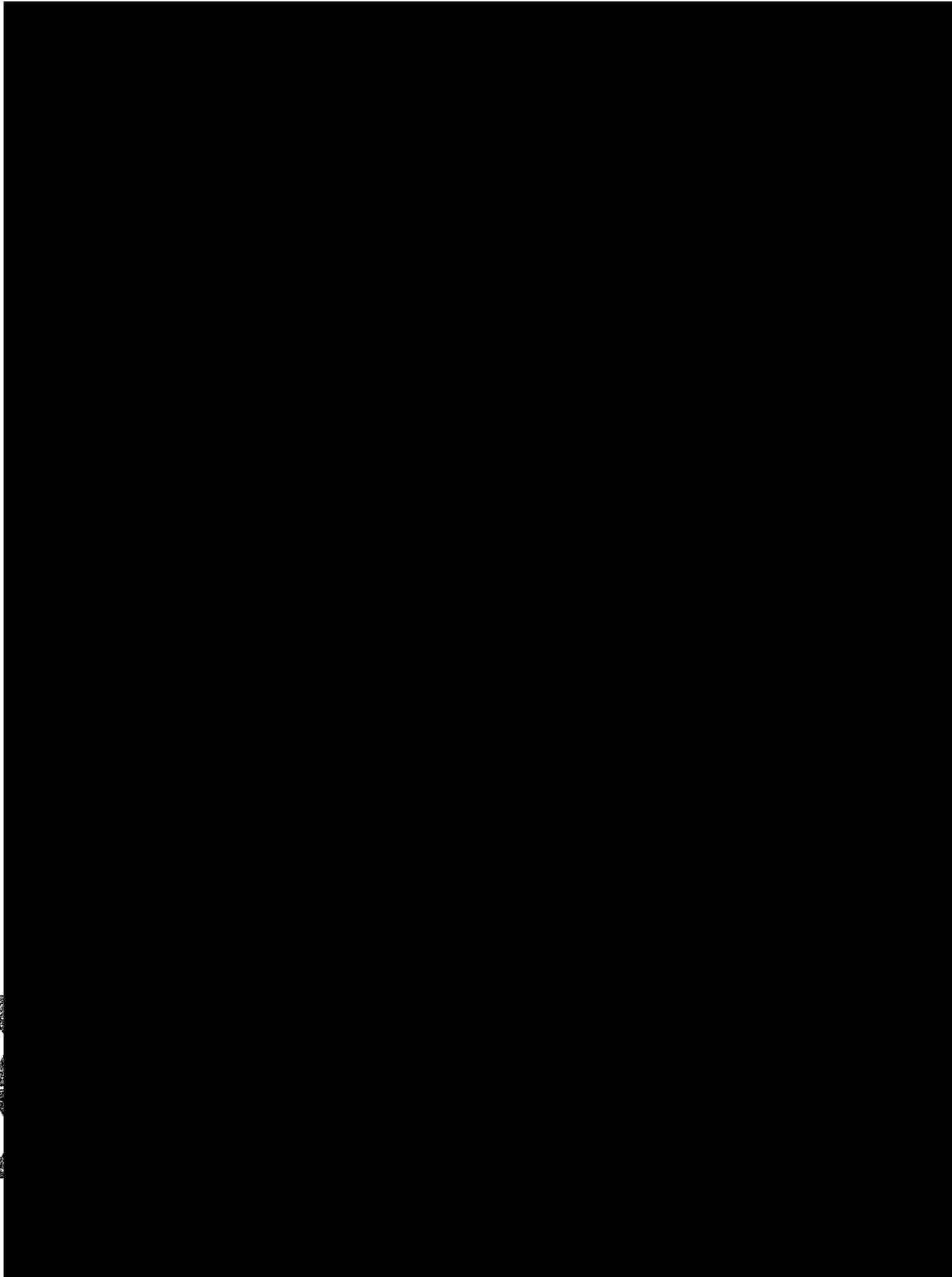




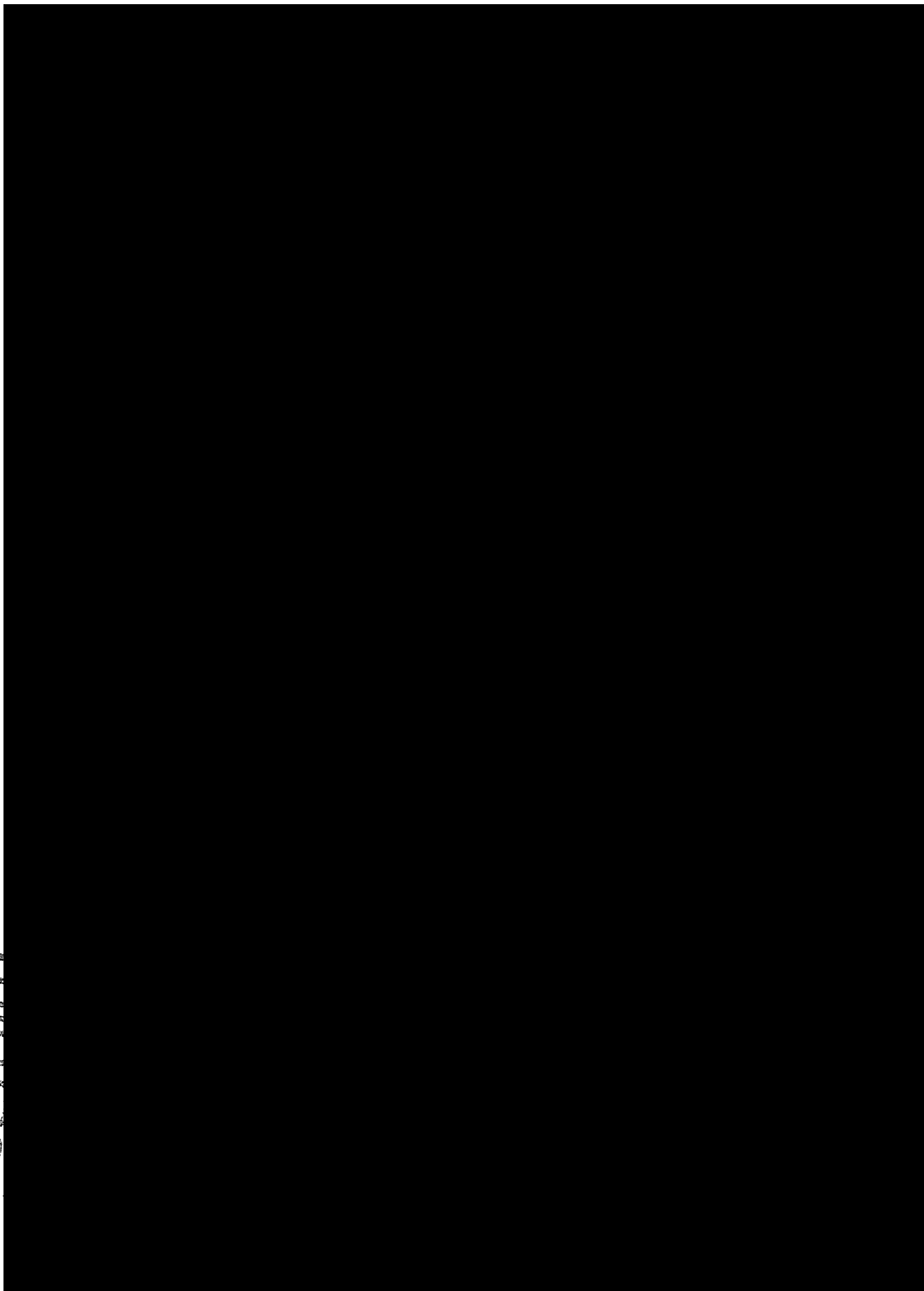
mirvac



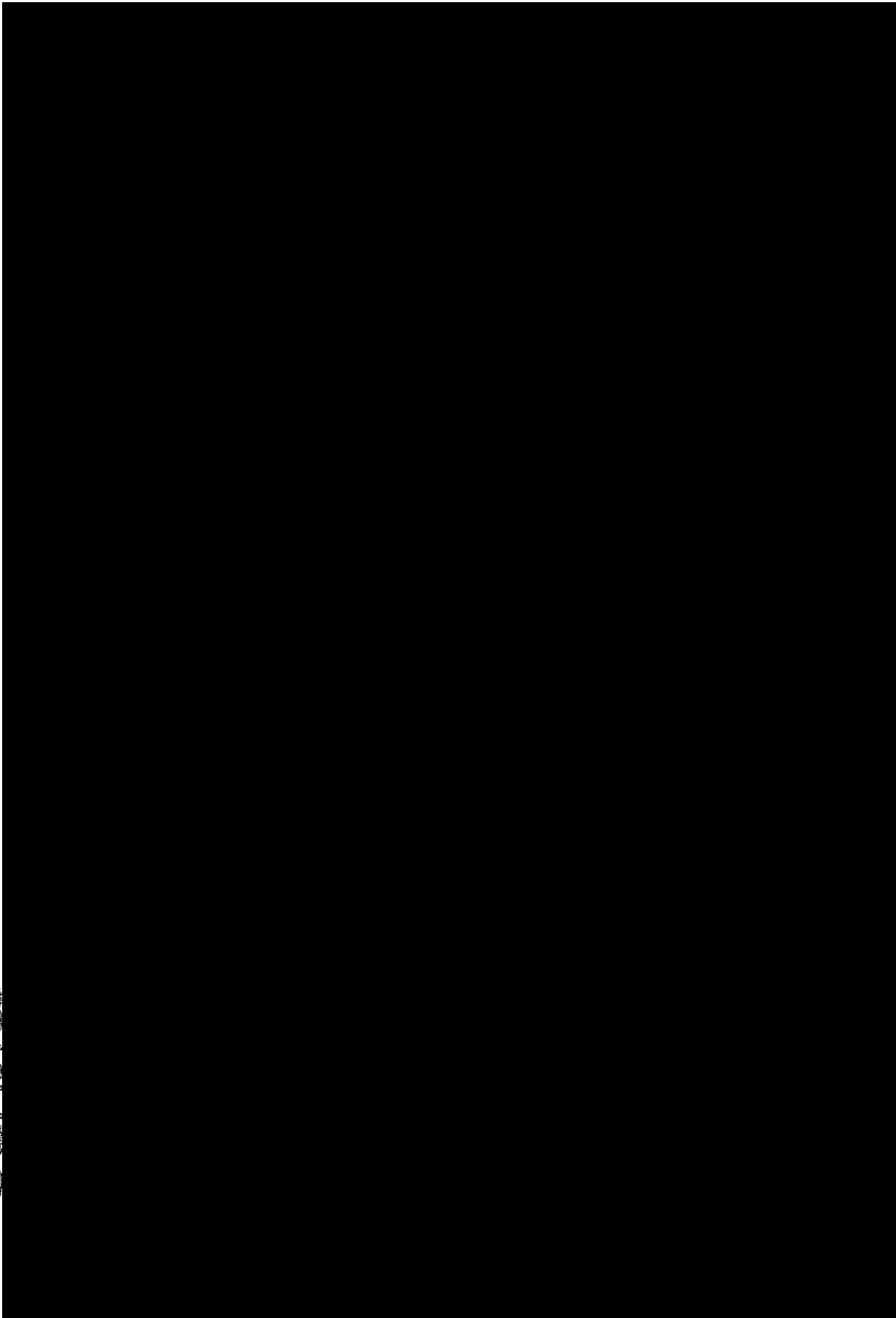
CPA



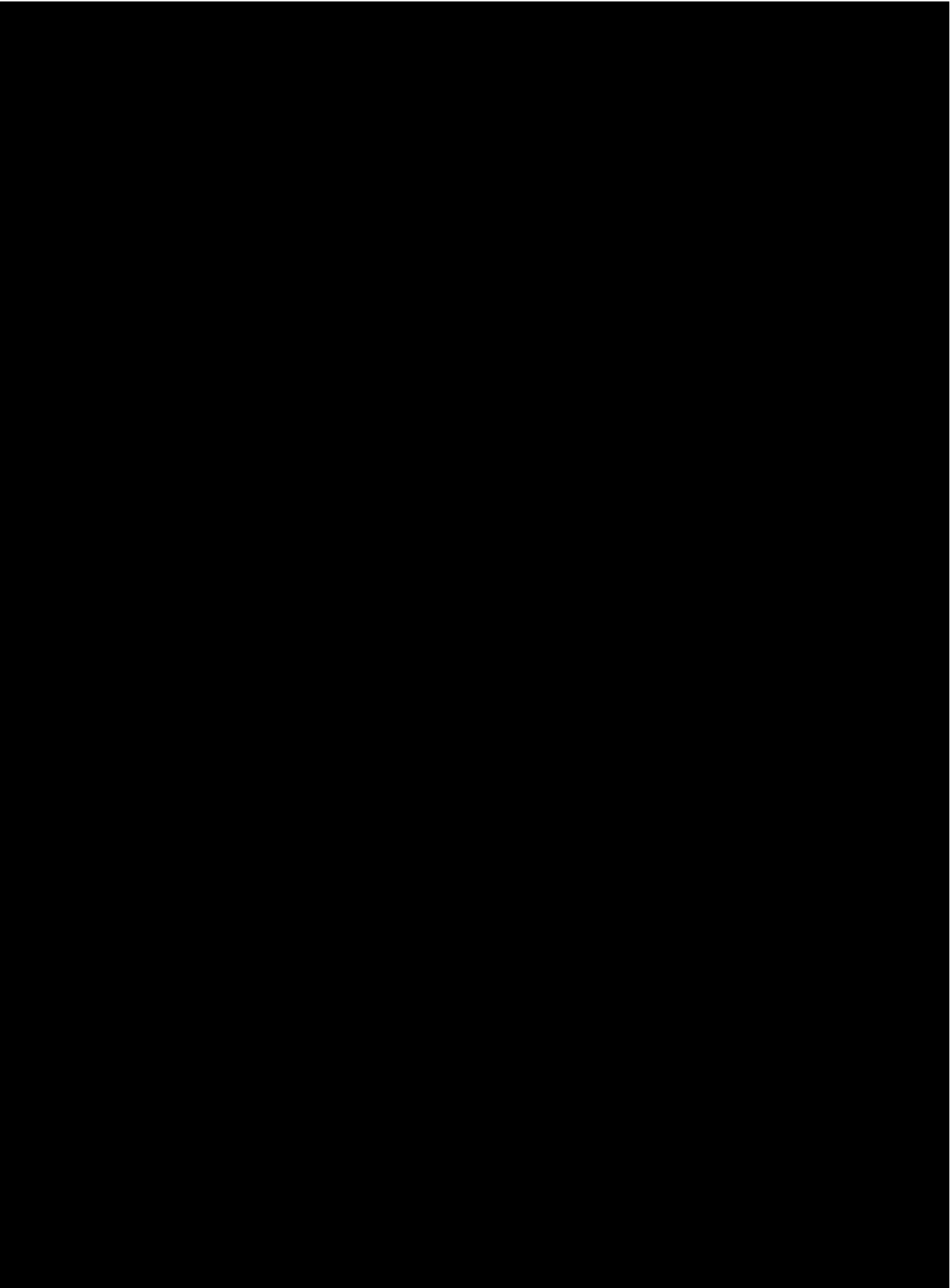
MIRVAC



JP  
VAC



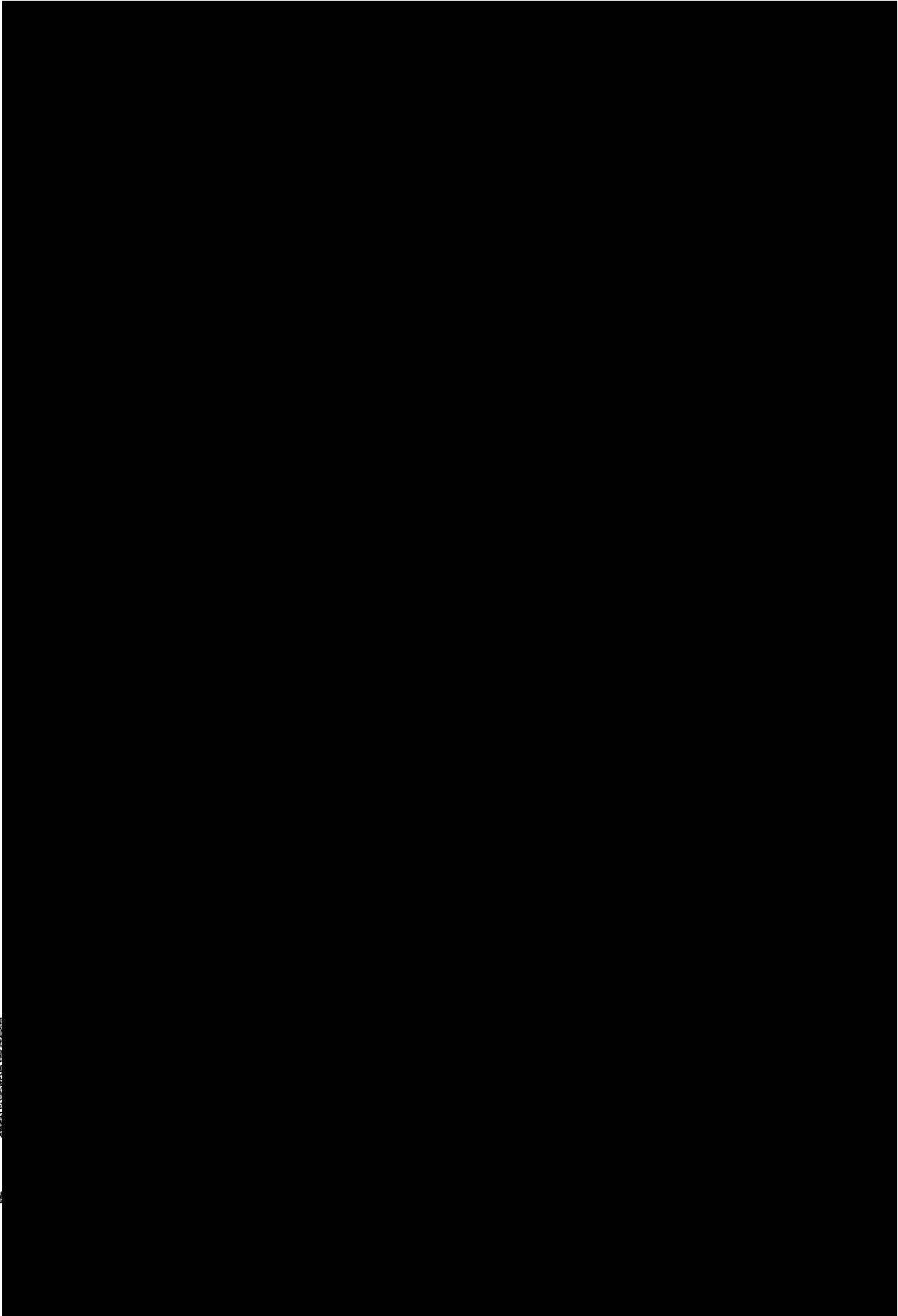
DEALING



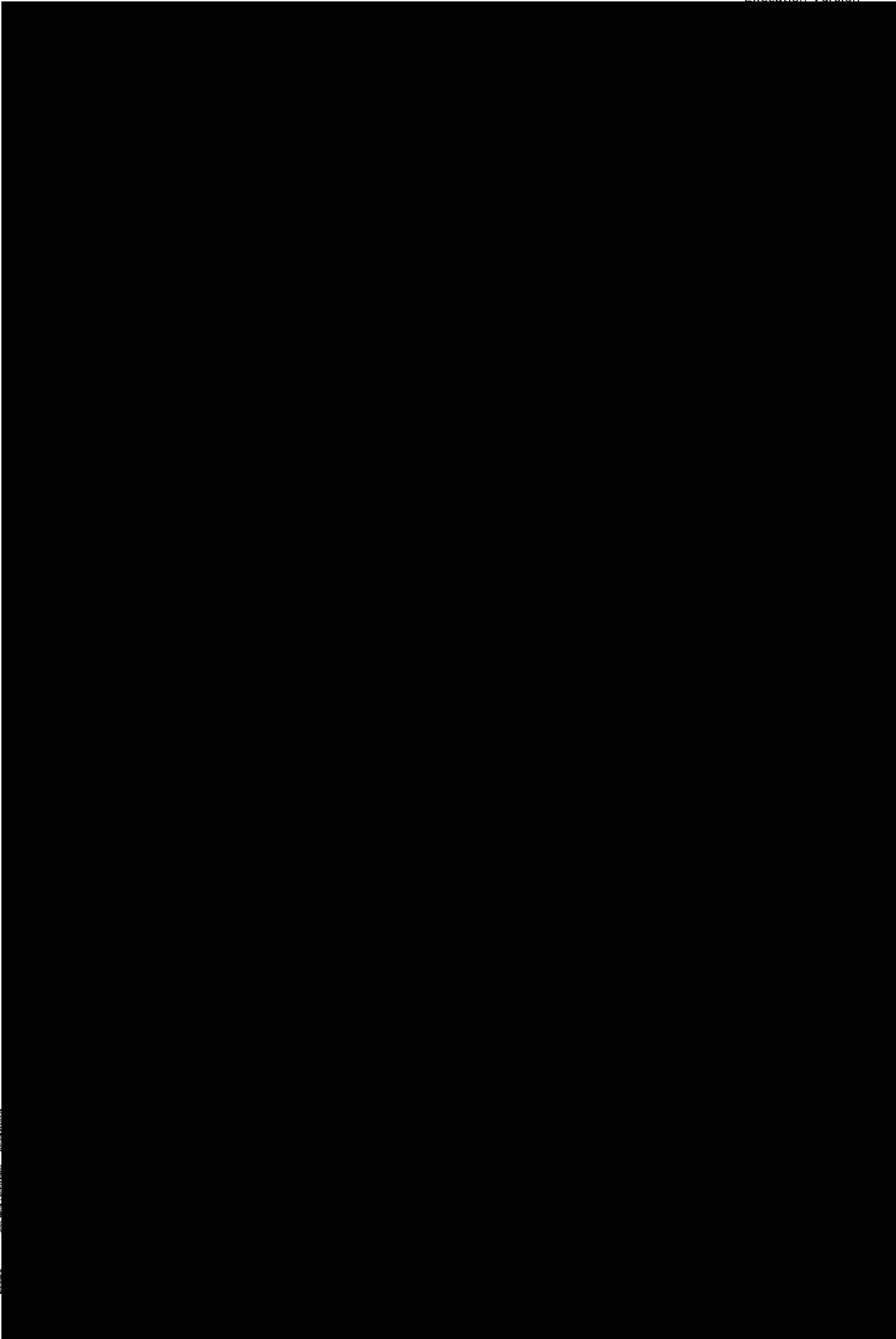
MIRVAC

**JOHN  
HOLLAND**





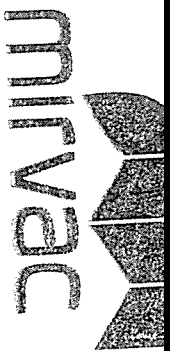
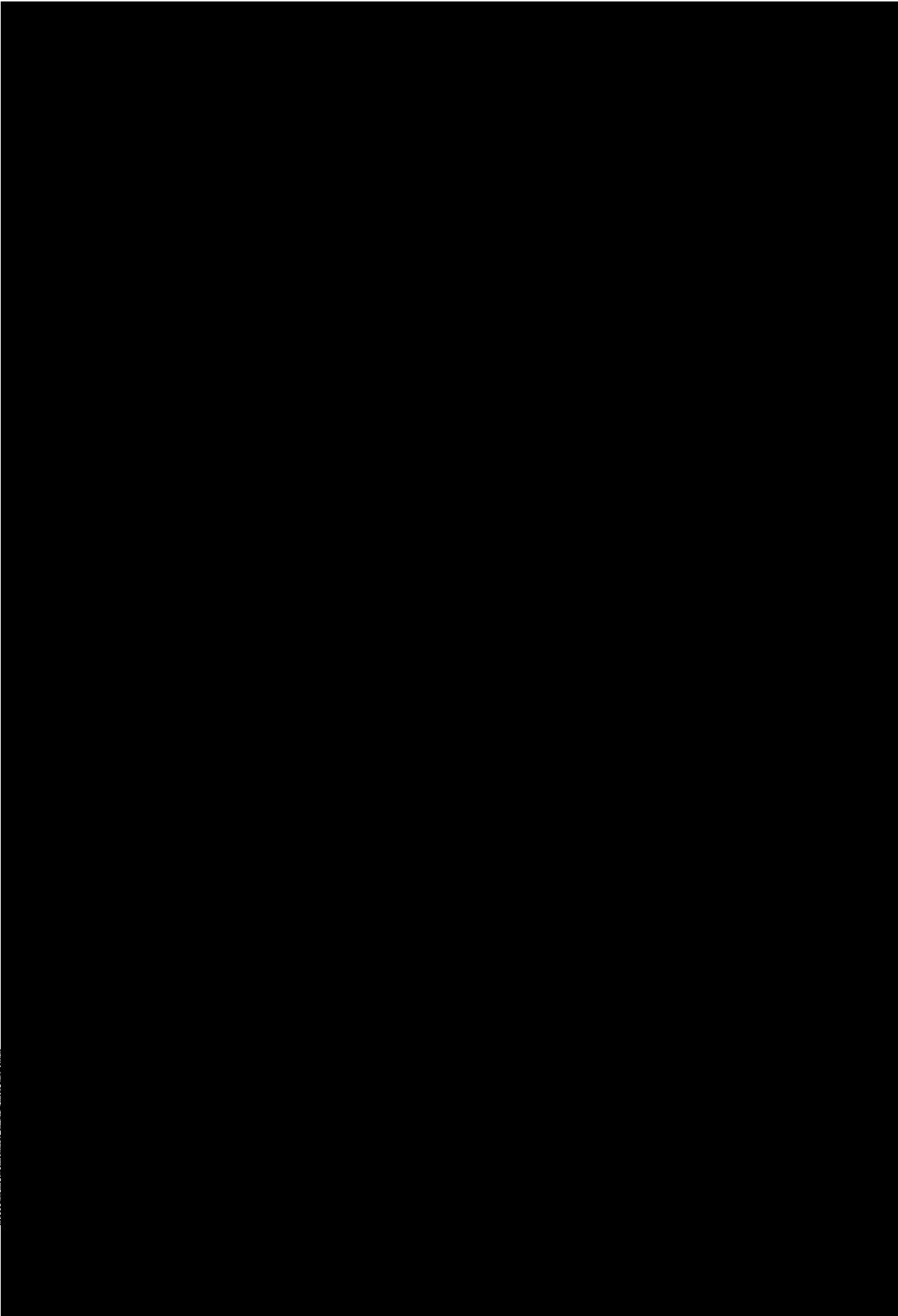
mirvac

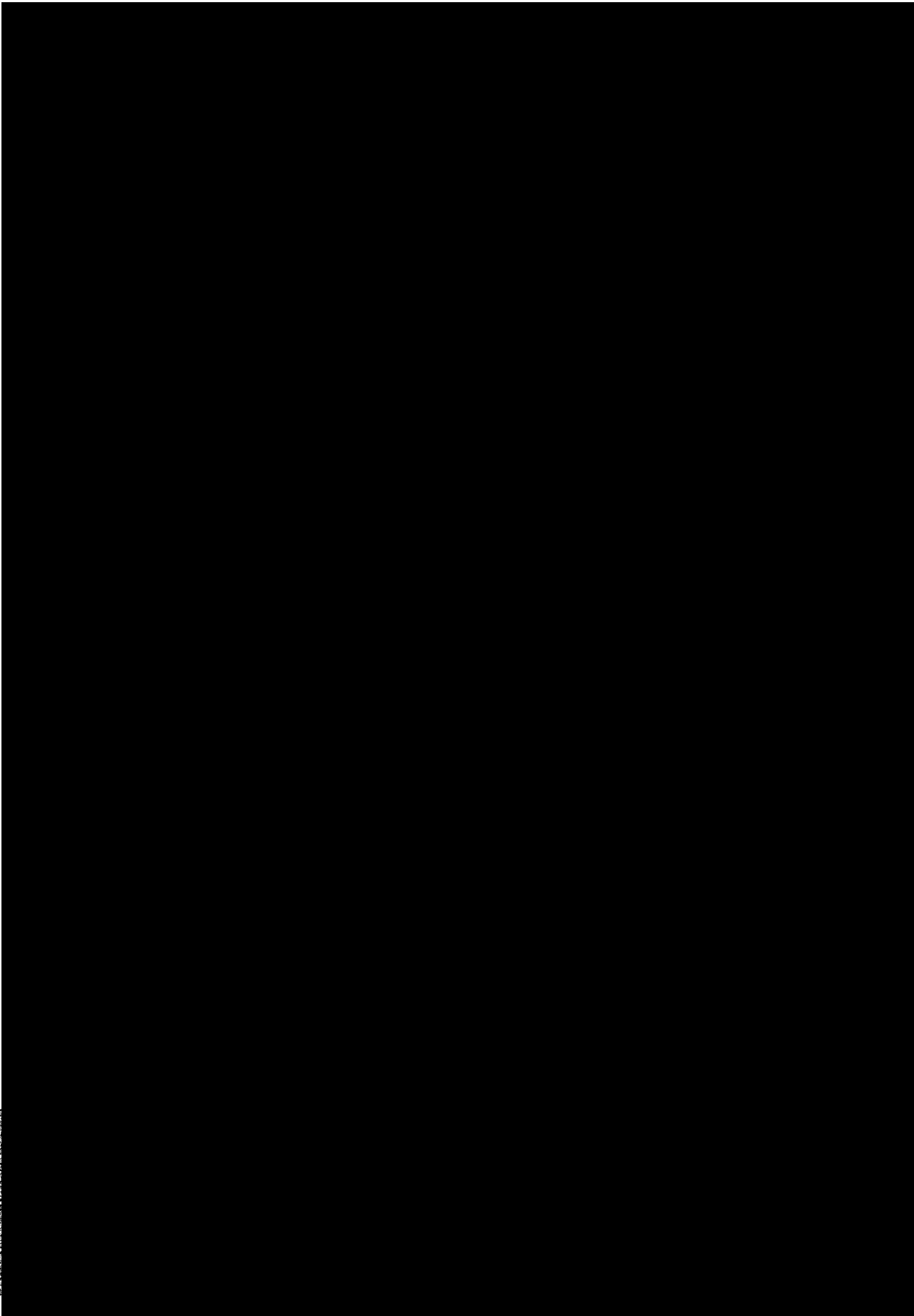


**mirvac**

*[Faint, illegible text on the right margin]*

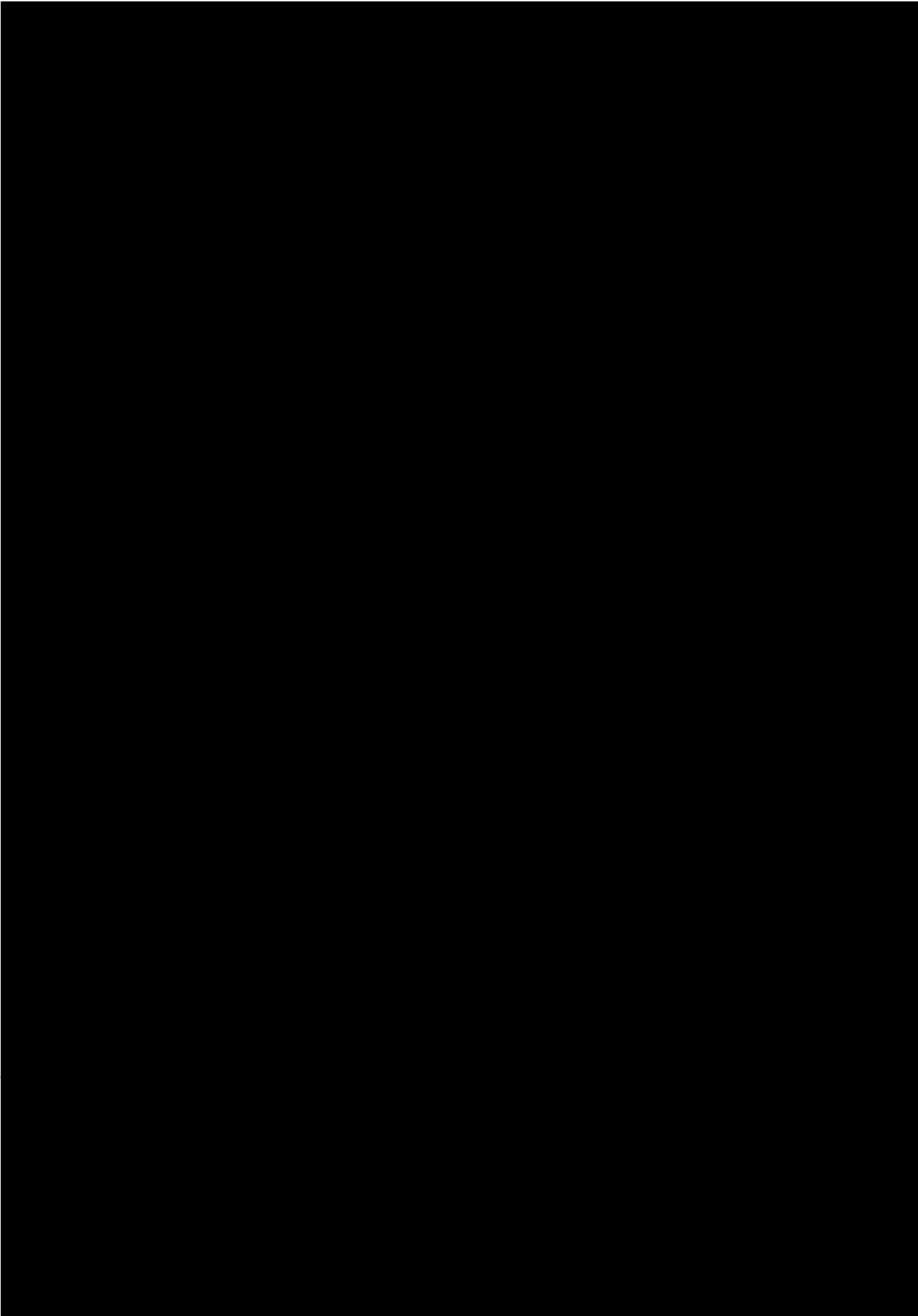
**JOHN  
HOLLAND**



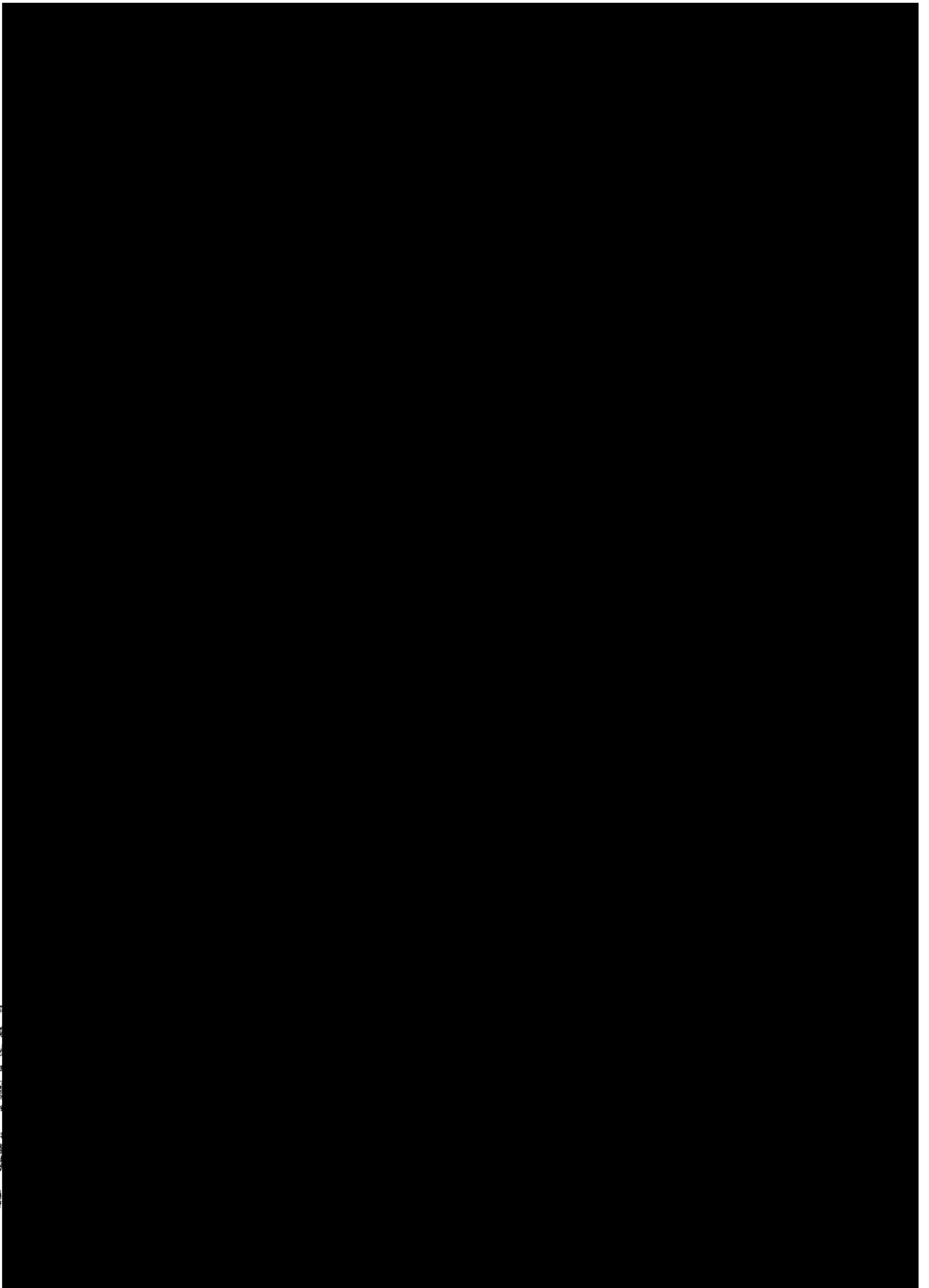


**MIRVAC**

**JOHN  
HOLLAND**

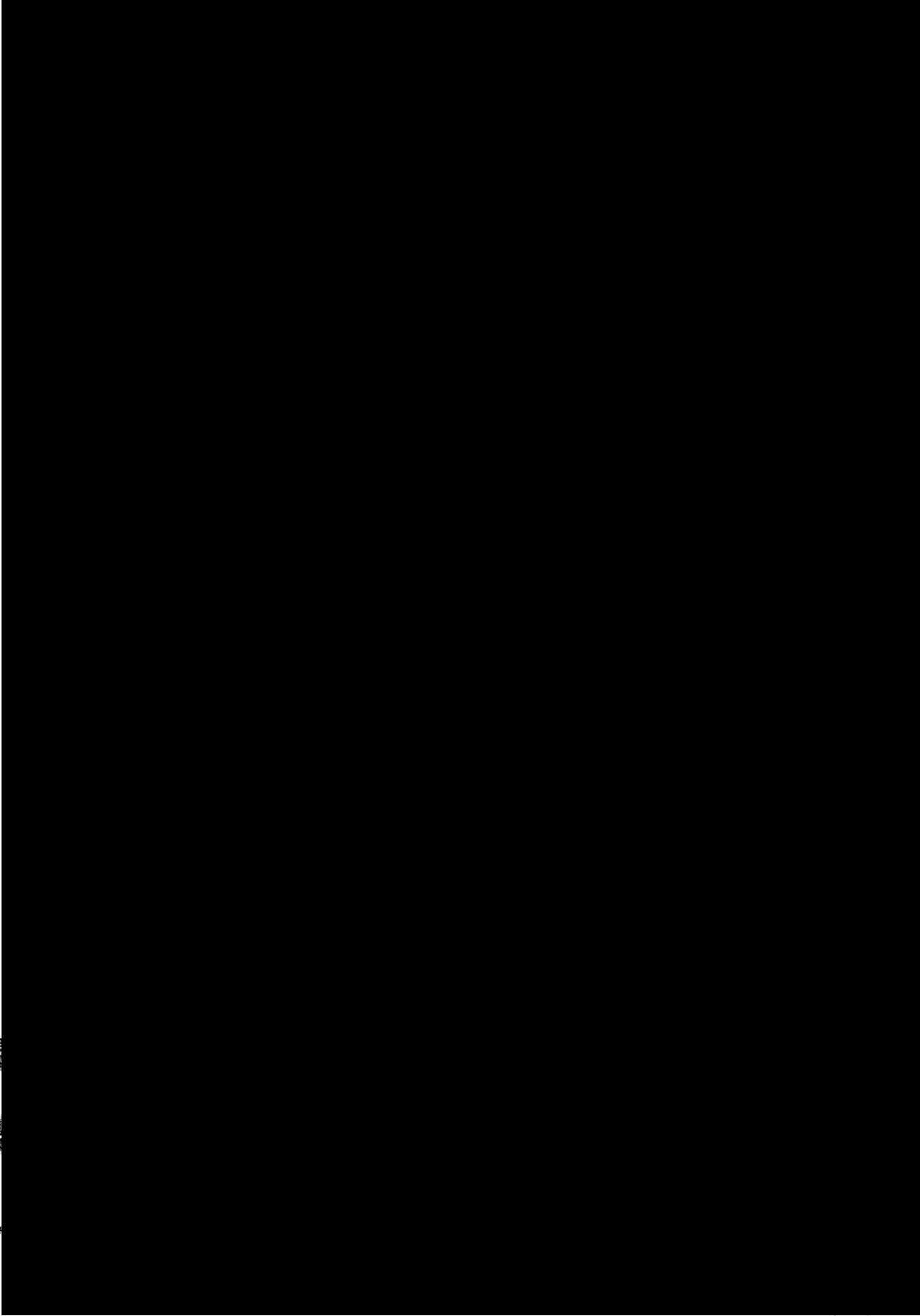


MIRVAC

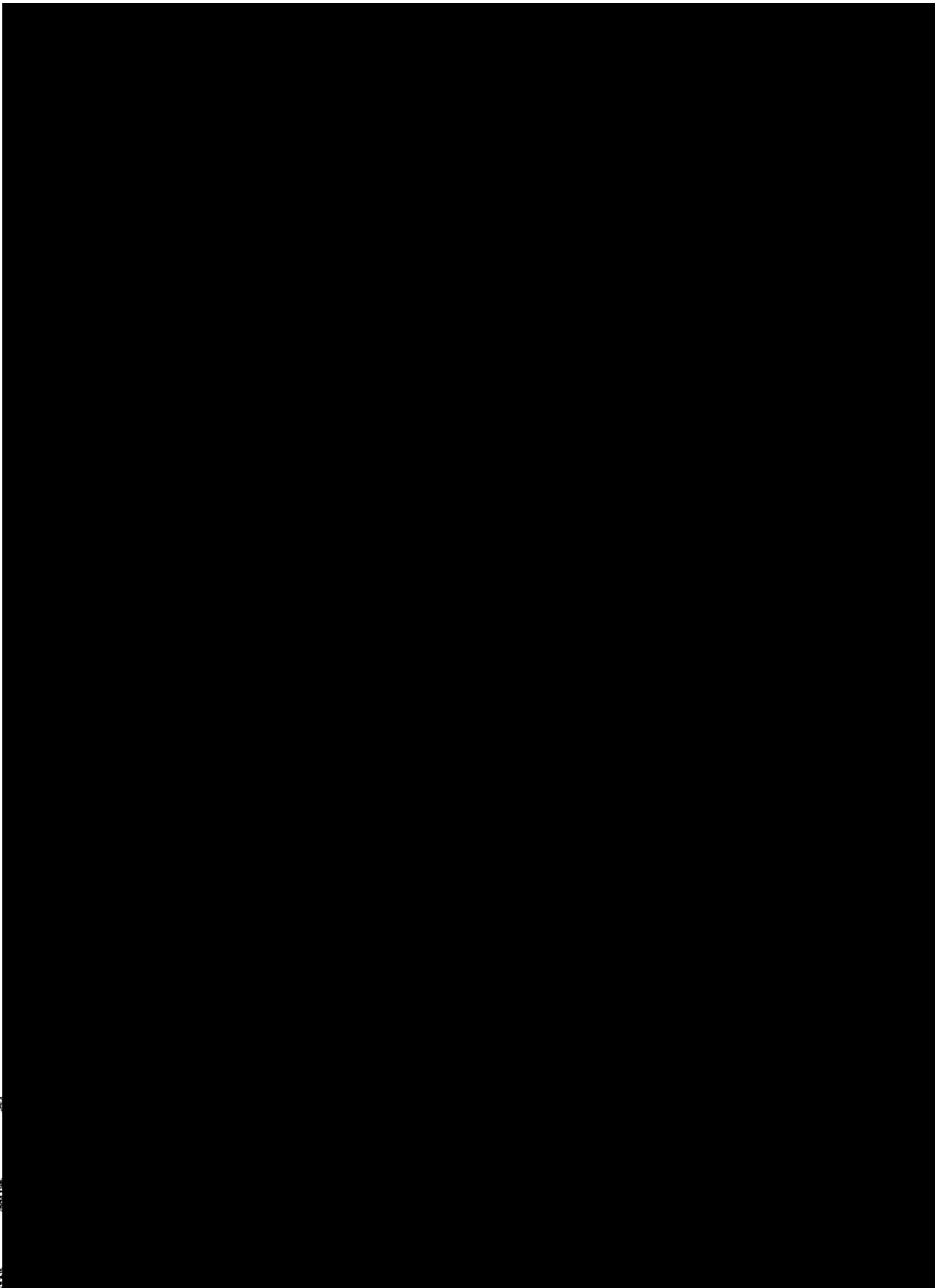


DEALING  
M/VAC  
C

**JOHN  
HOLLANE**

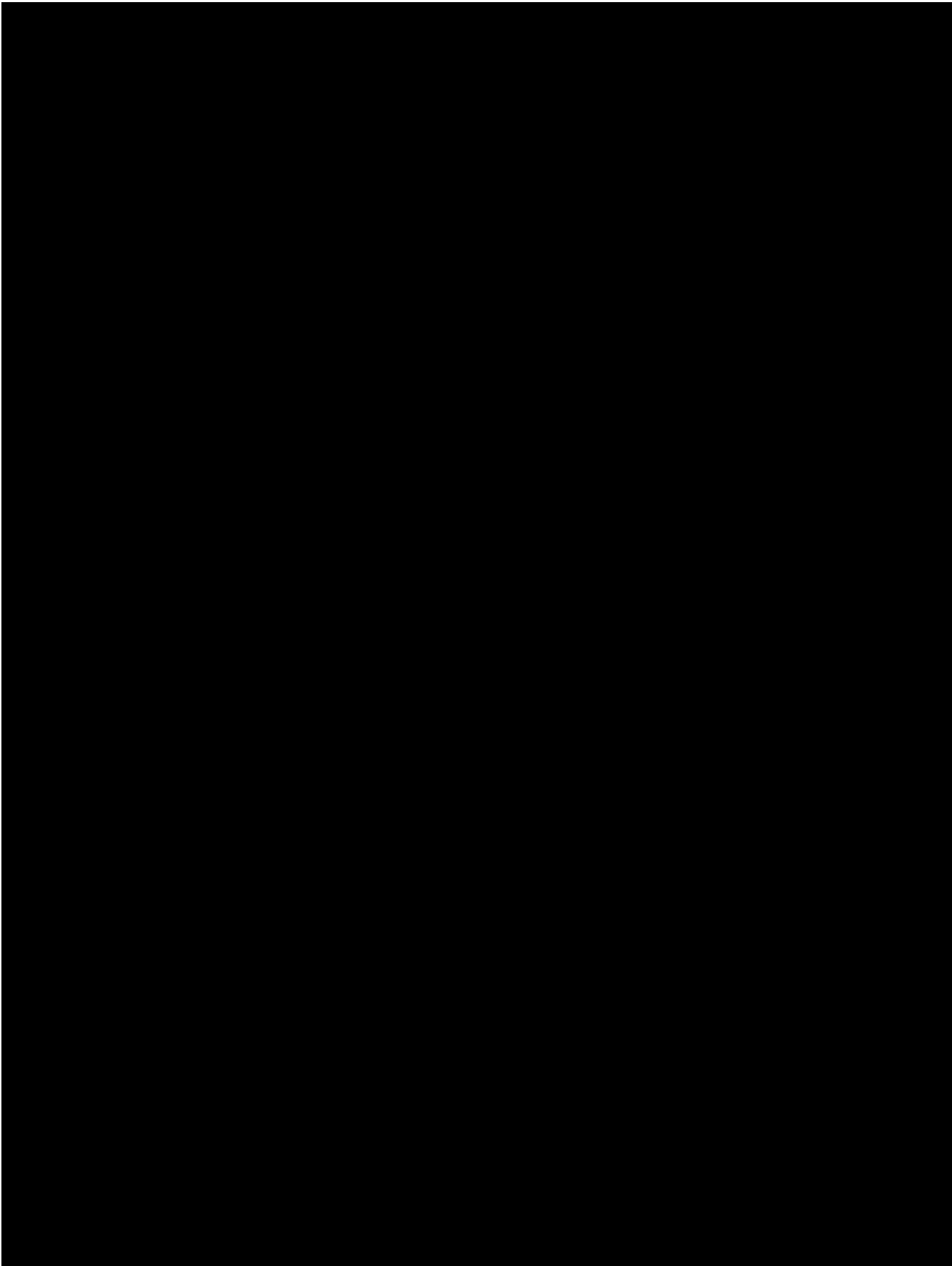


mirvac

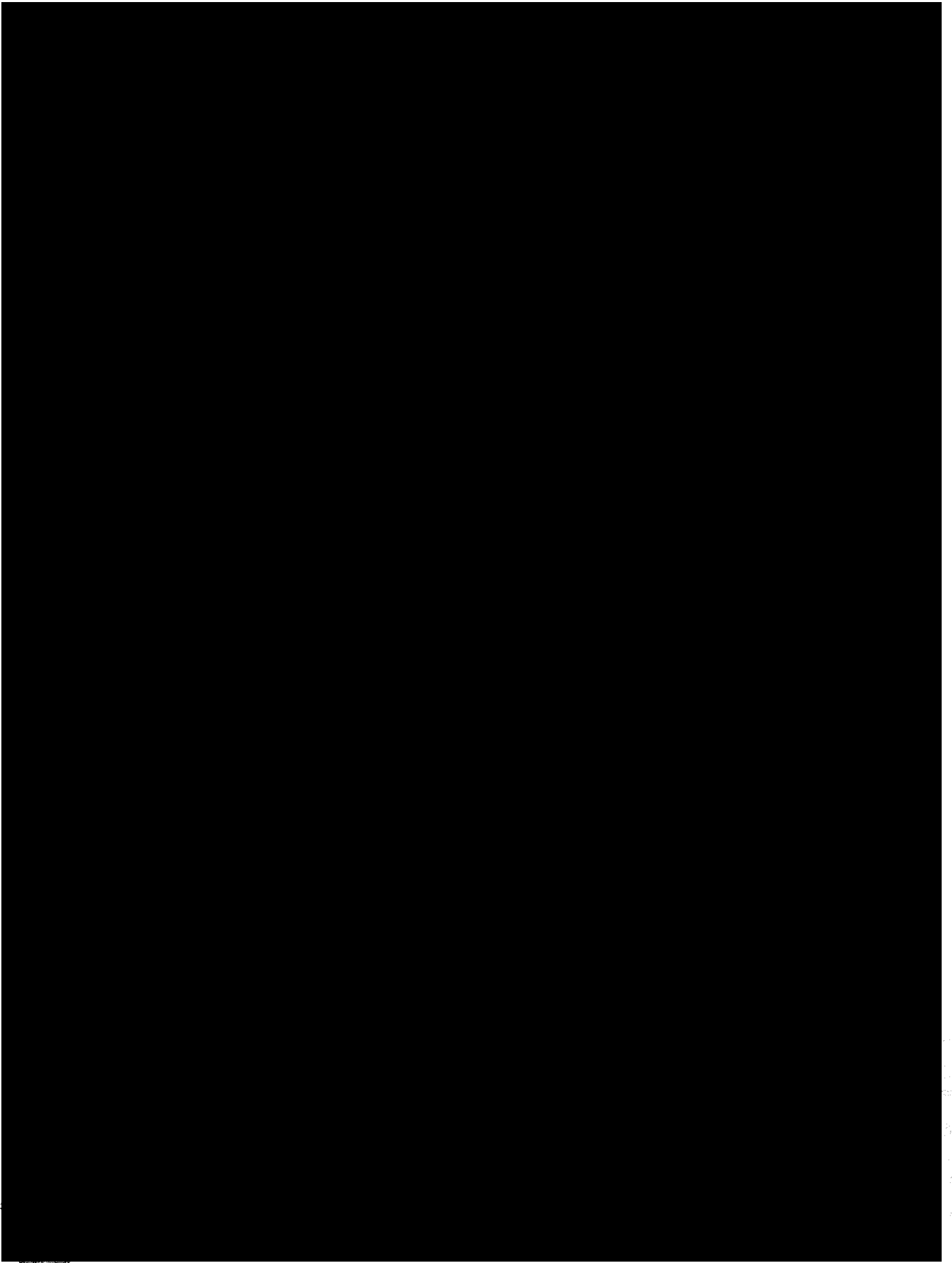


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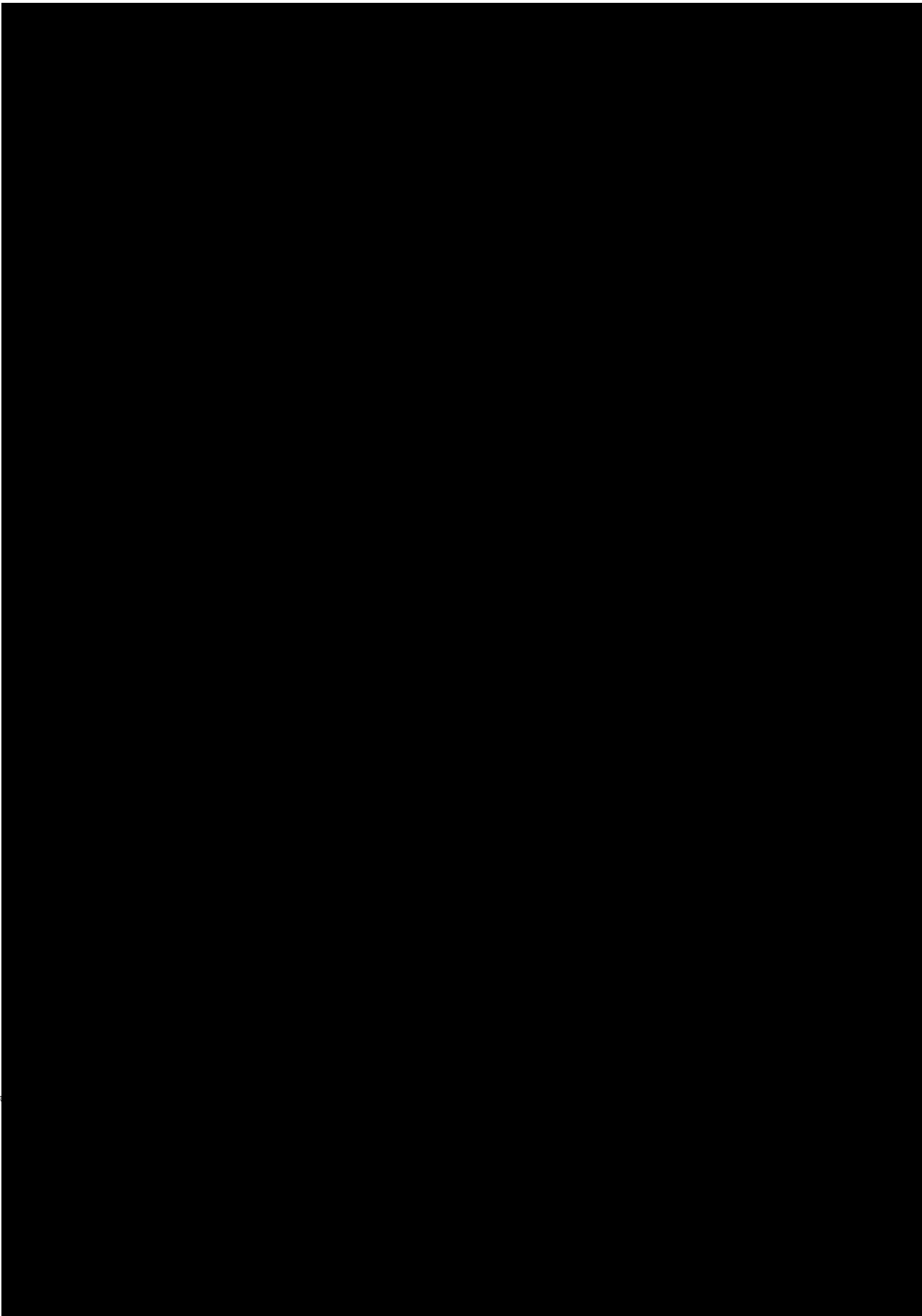




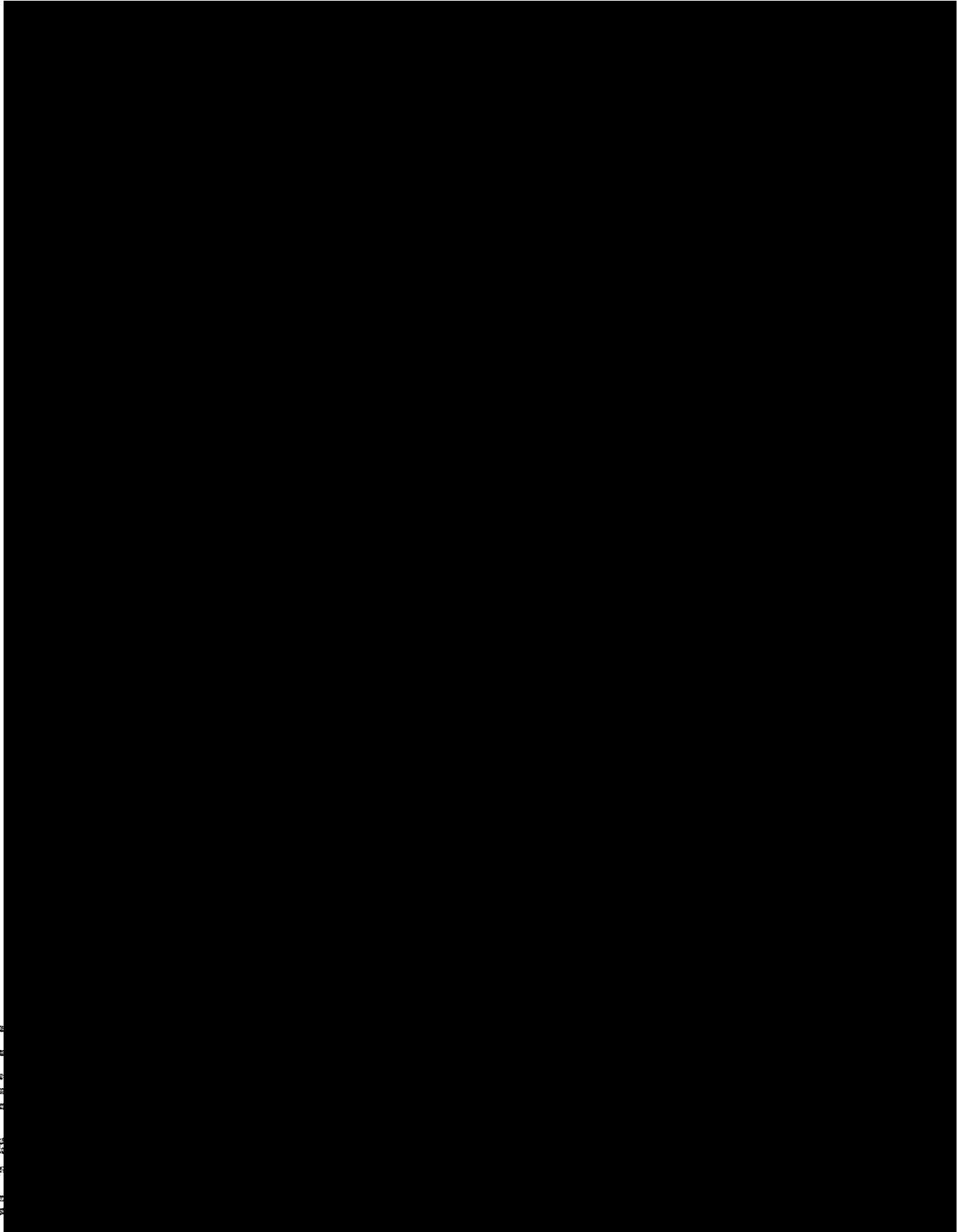
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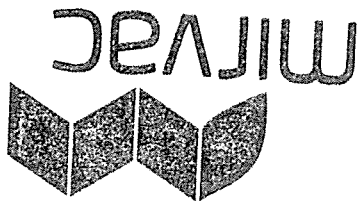
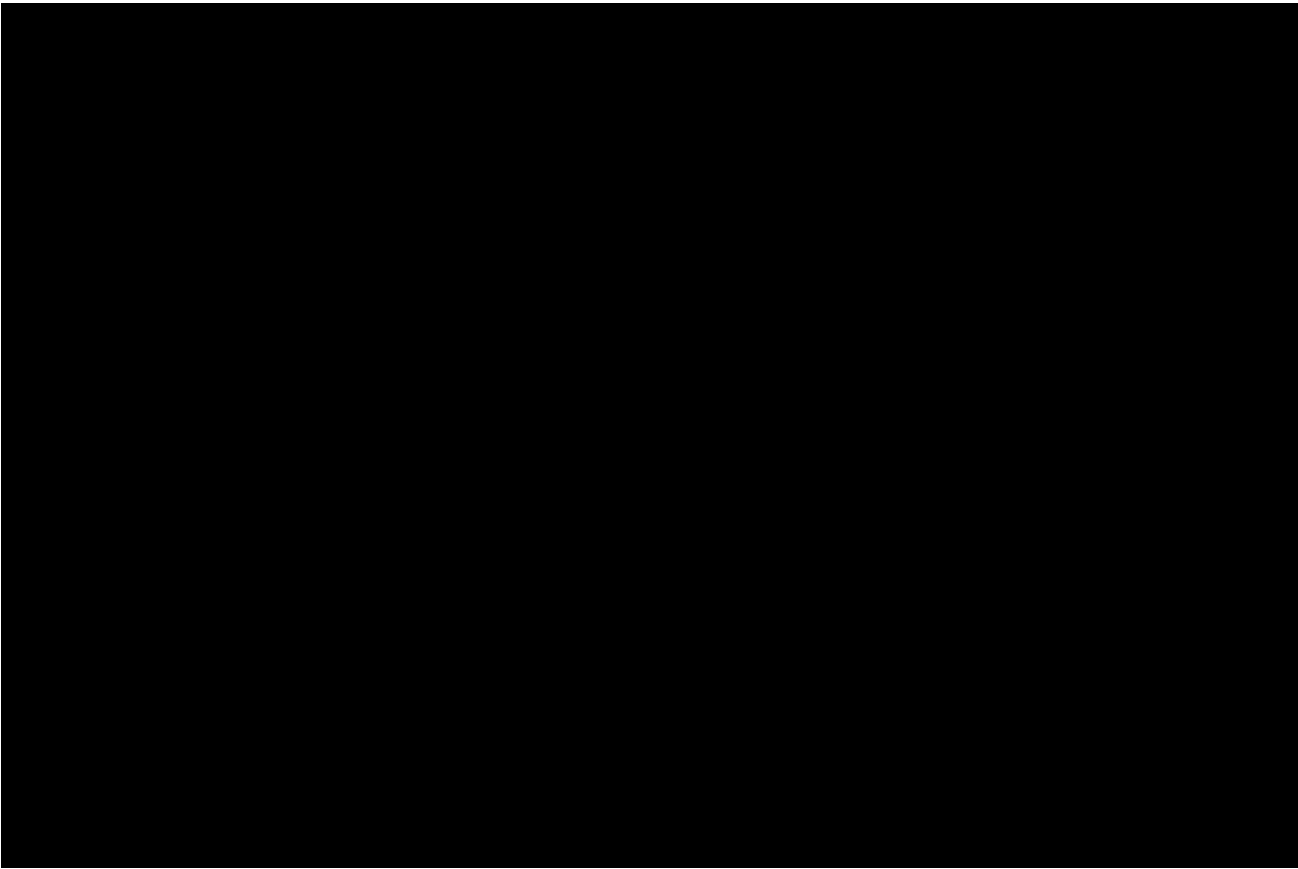


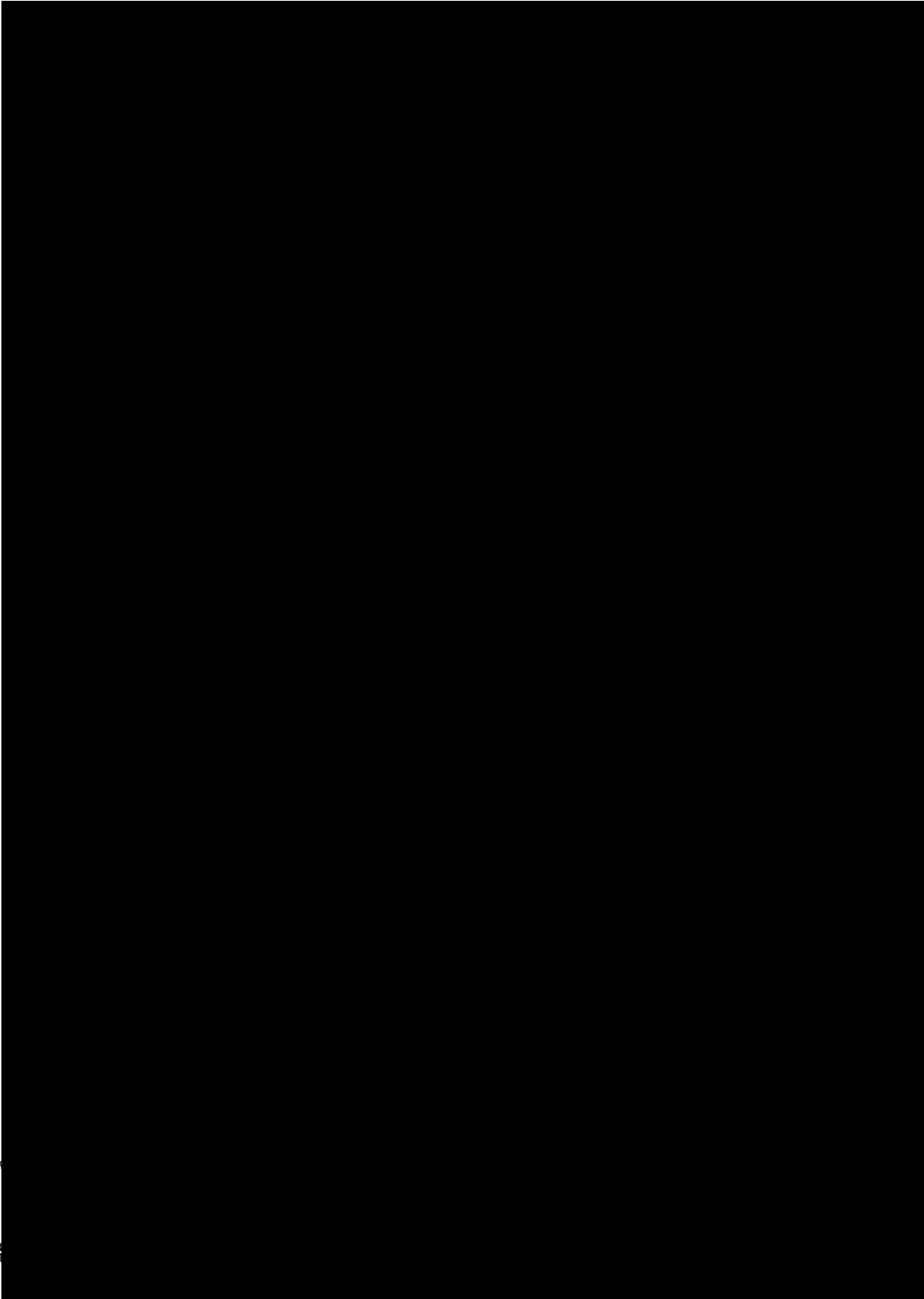
MIRVAC



MIRVAC

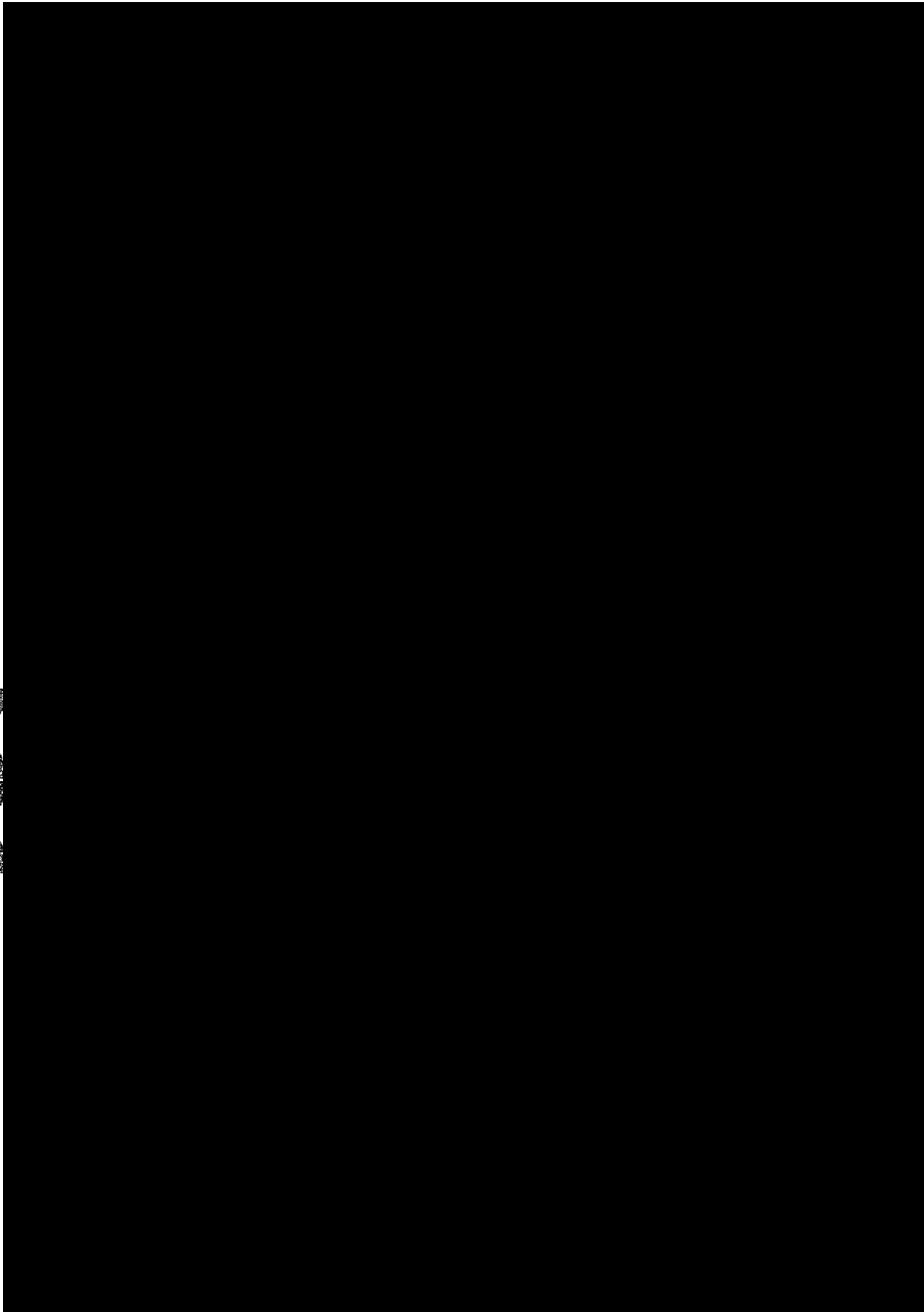


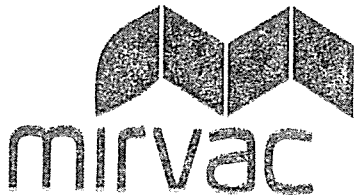
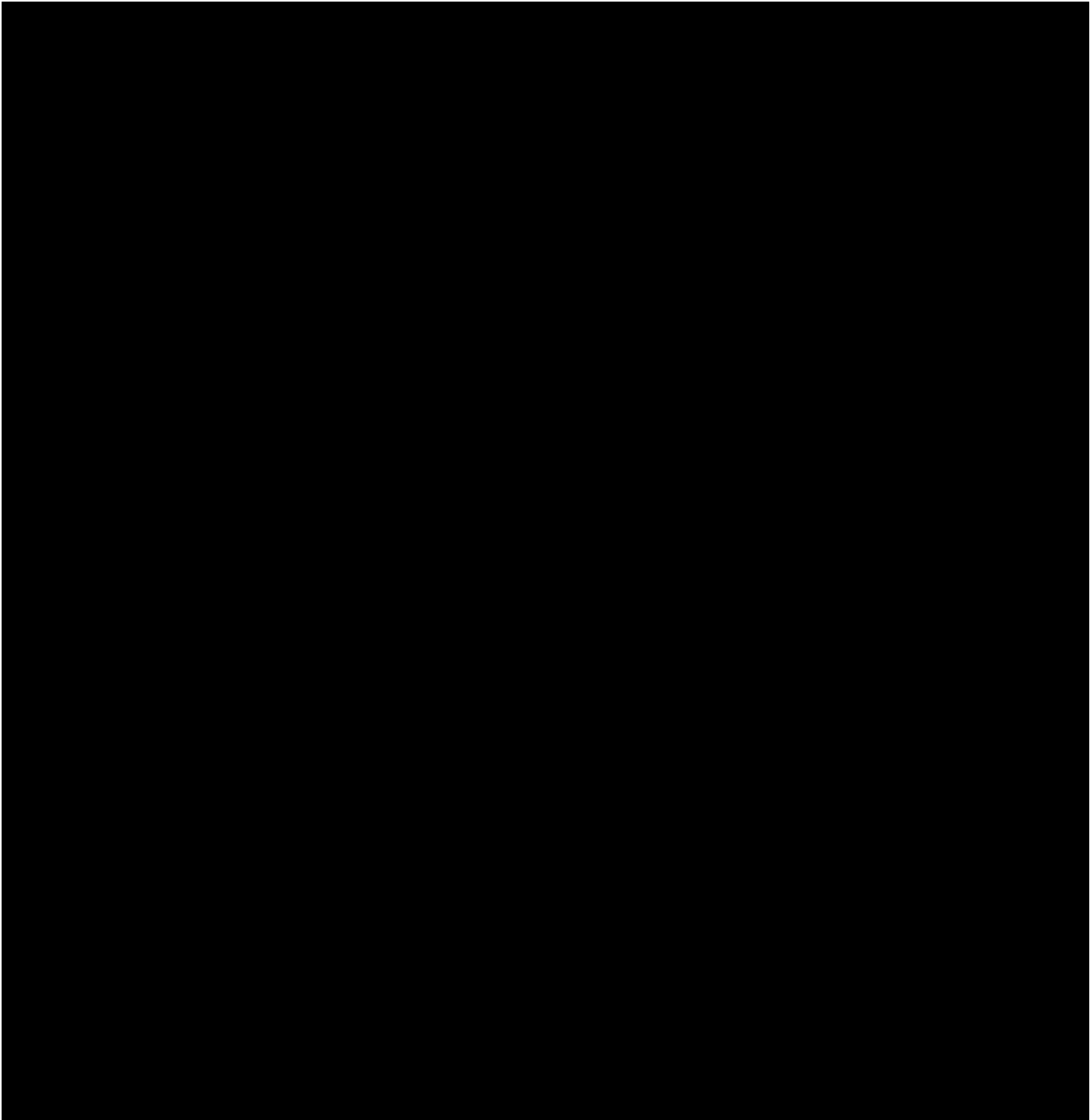




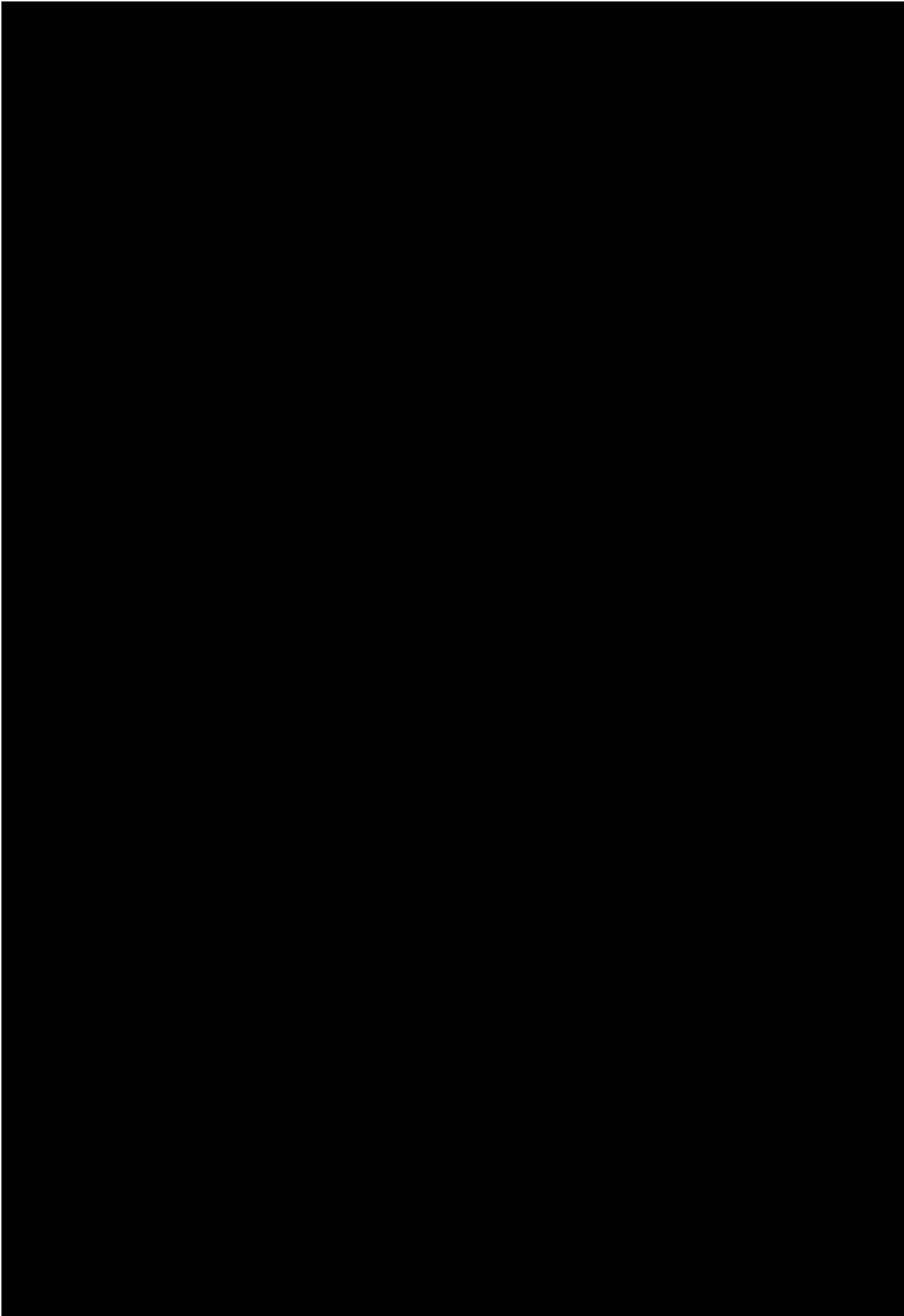
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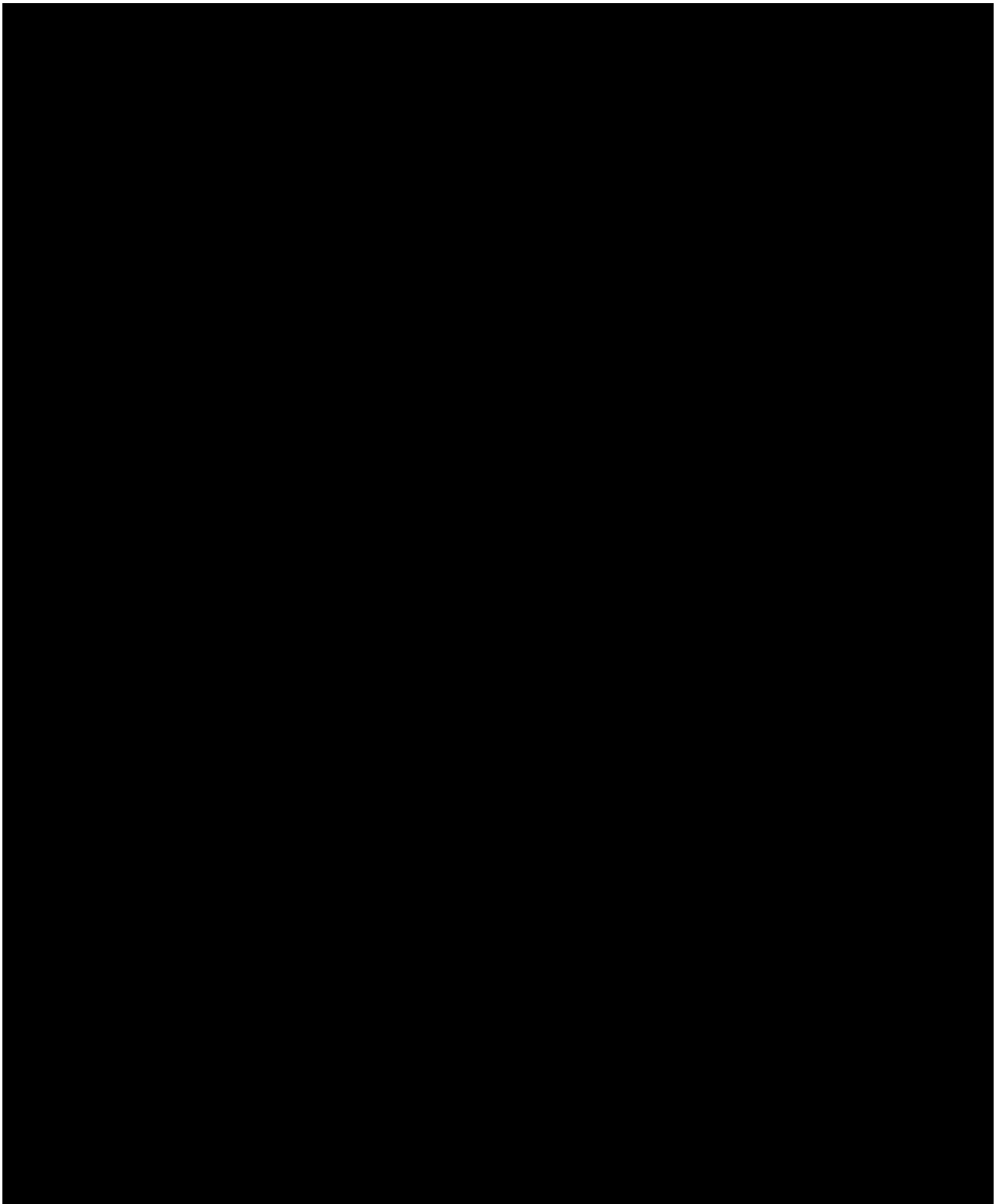




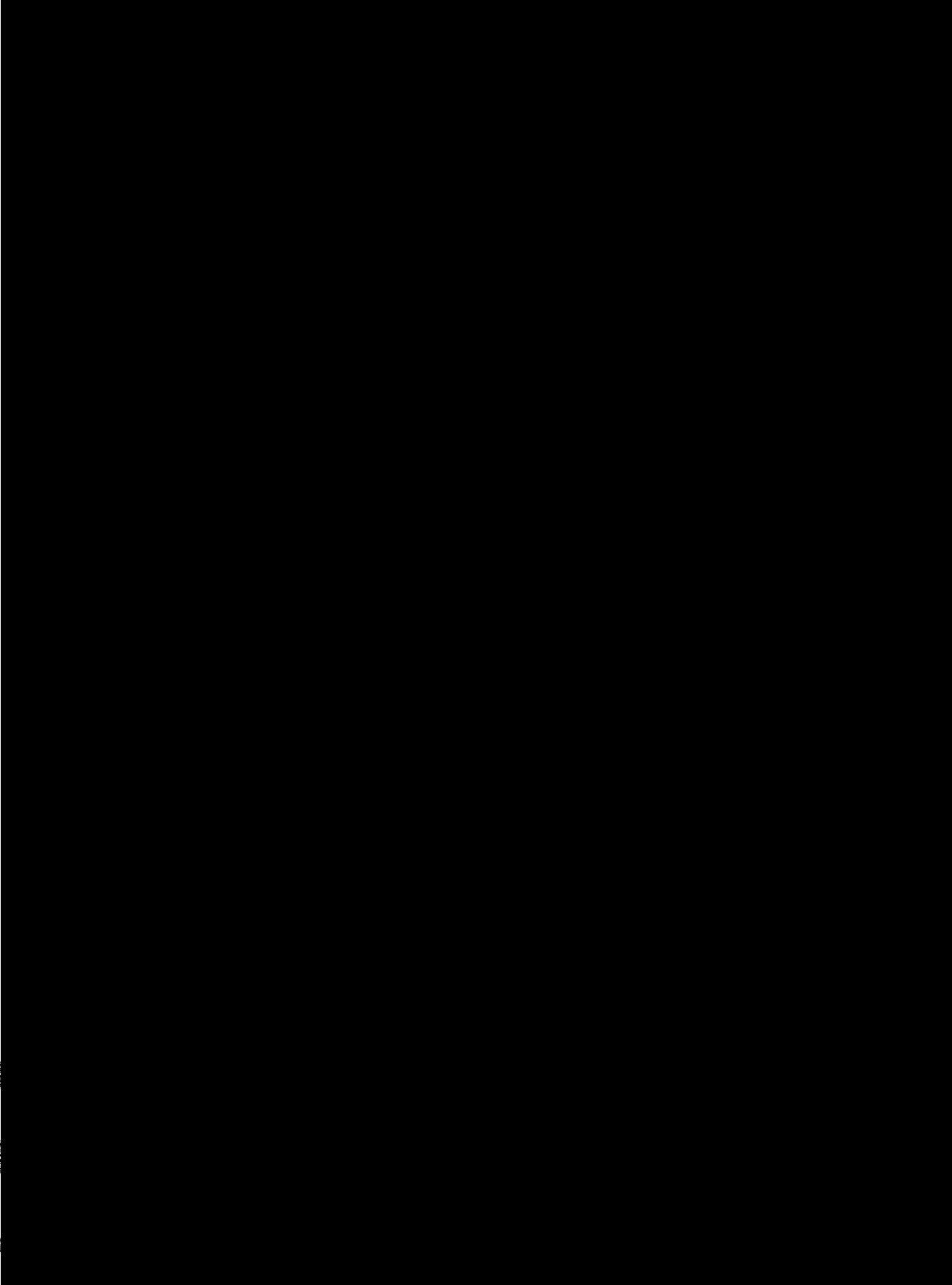




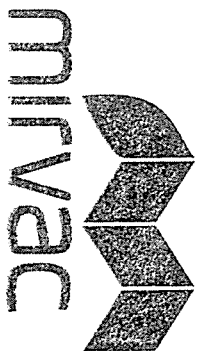
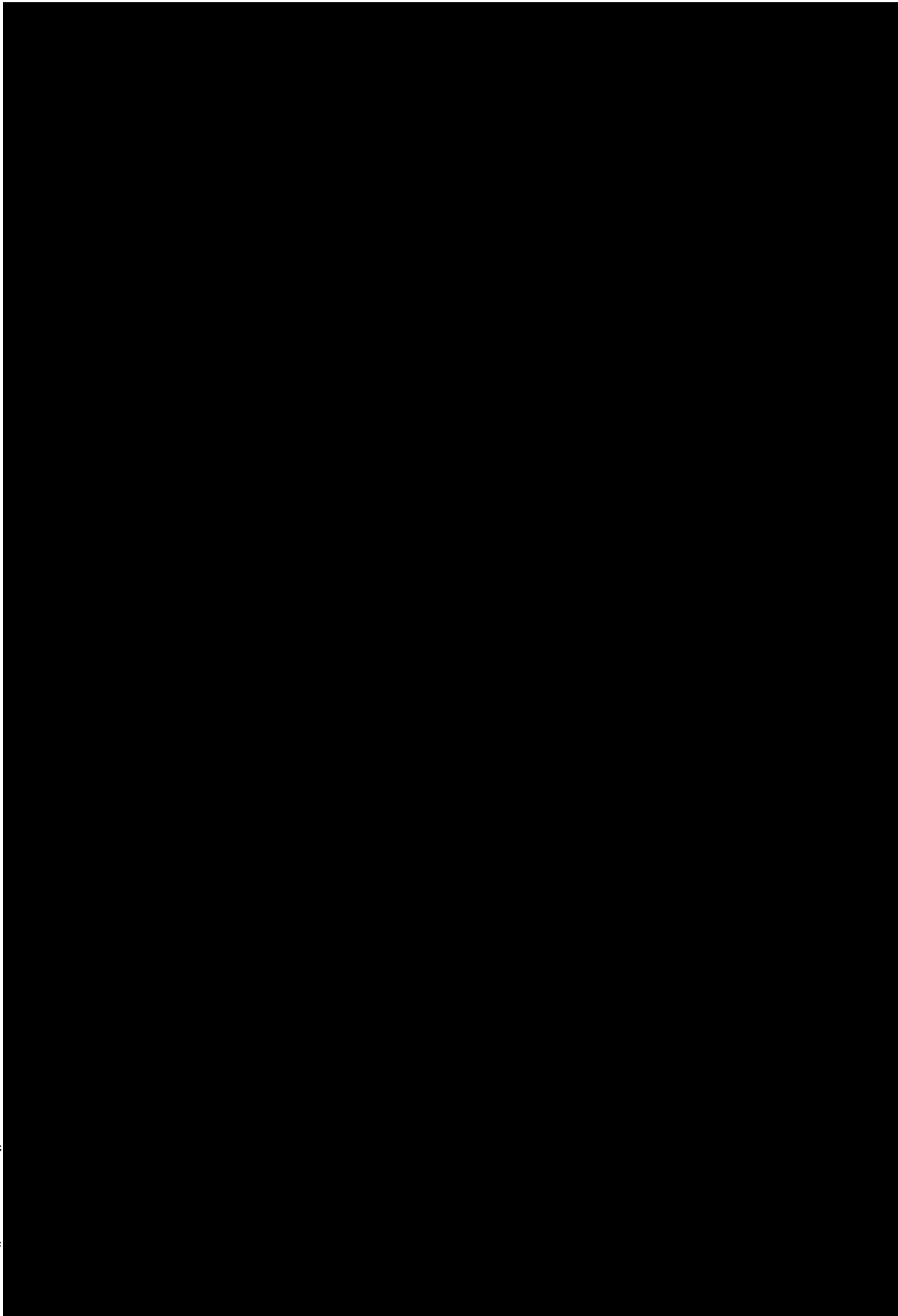


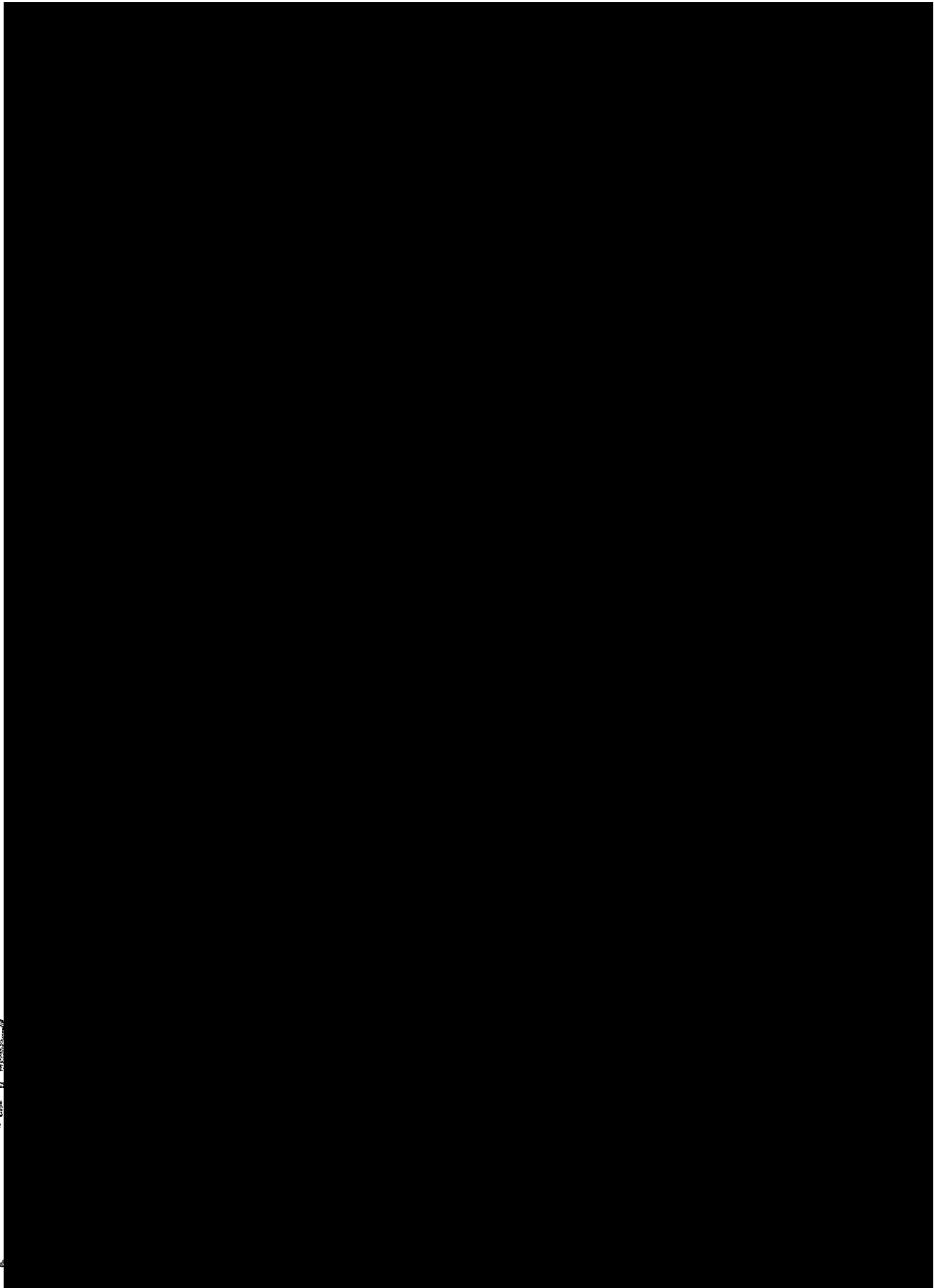


**SCHEDULE A23. – LW CONTRACTOR COOPERATION AND INTEGRATION DEED**

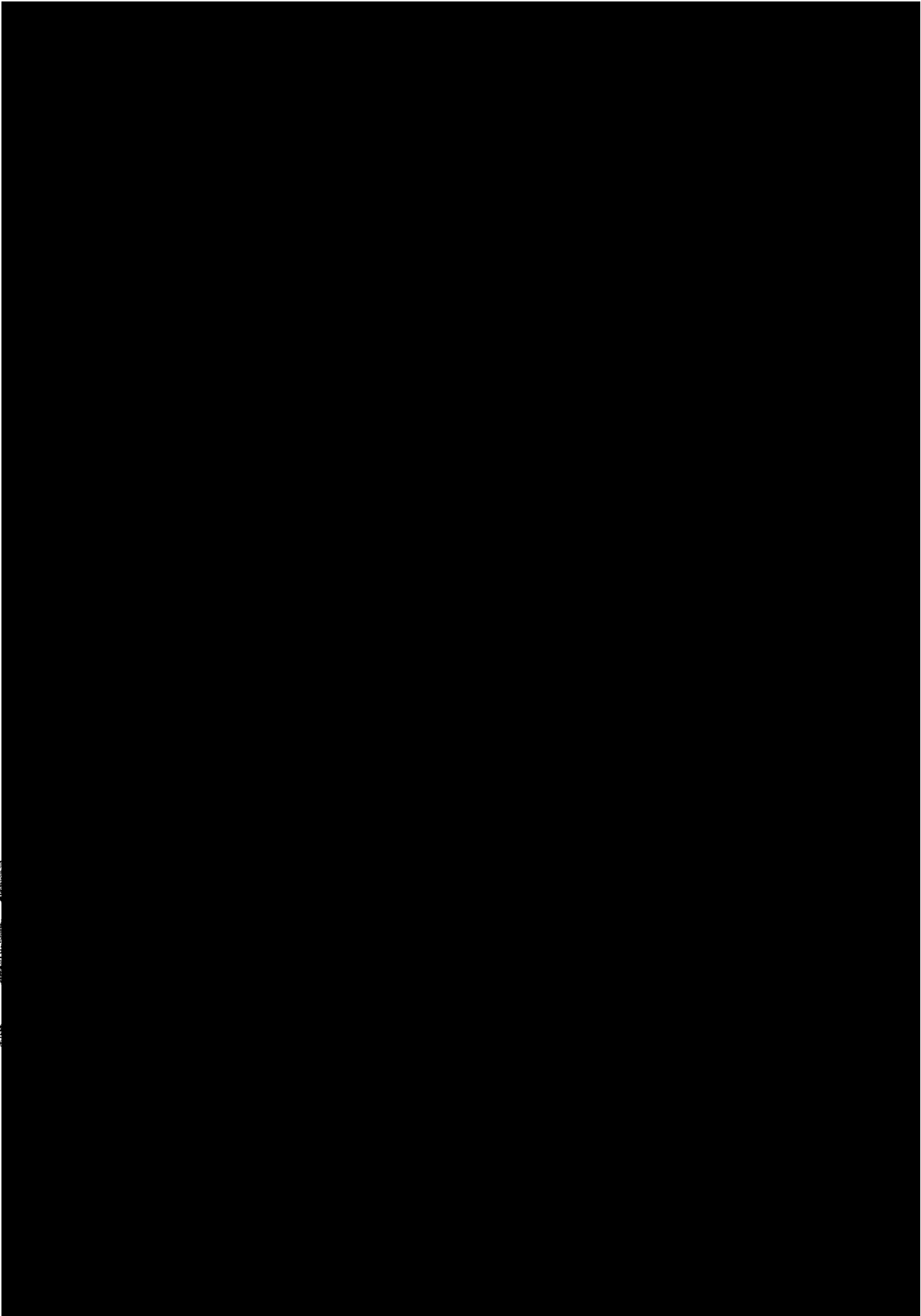


mirvac



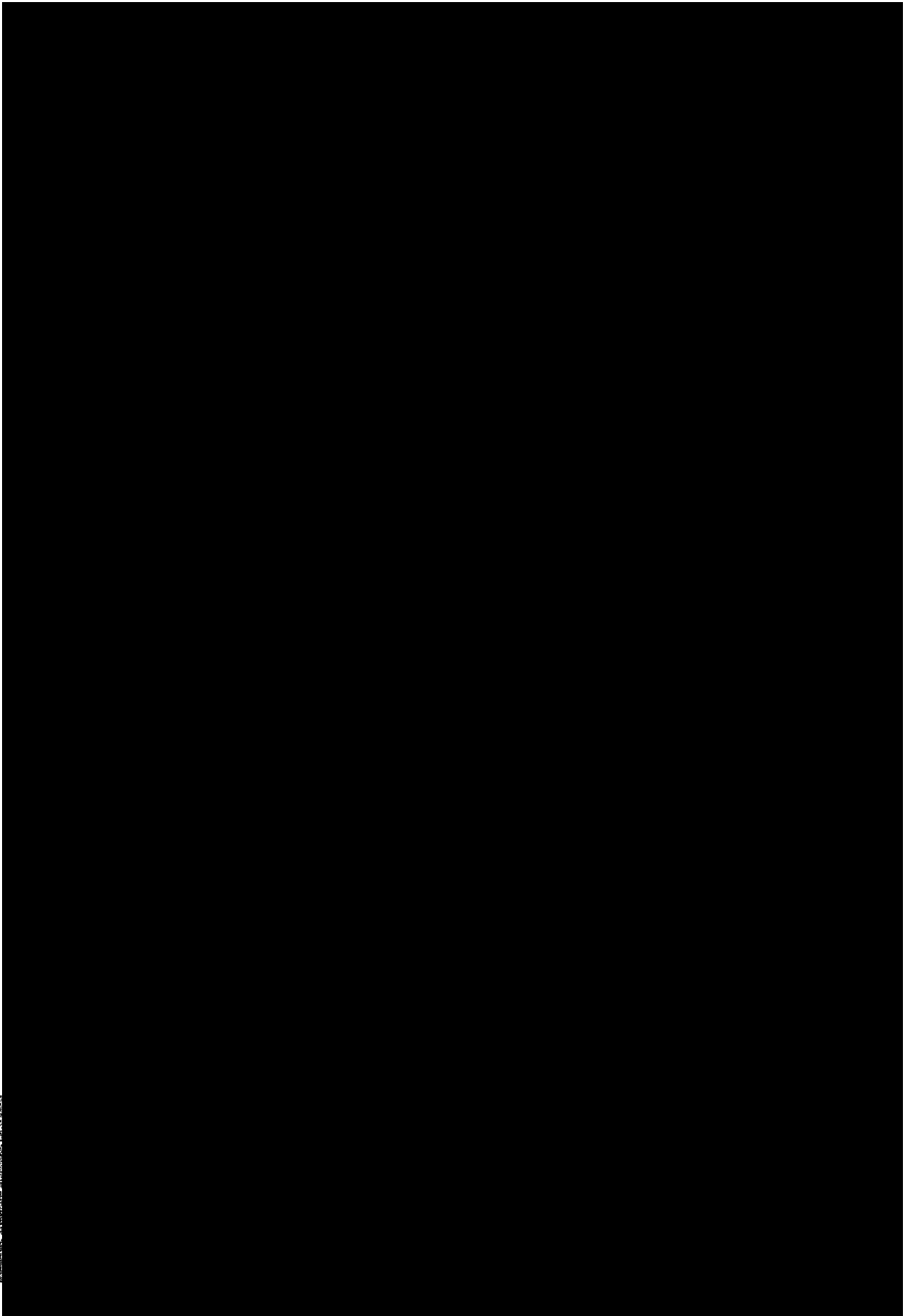


DEALING  
MIRVAC

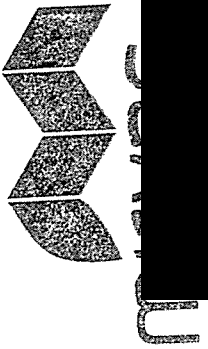
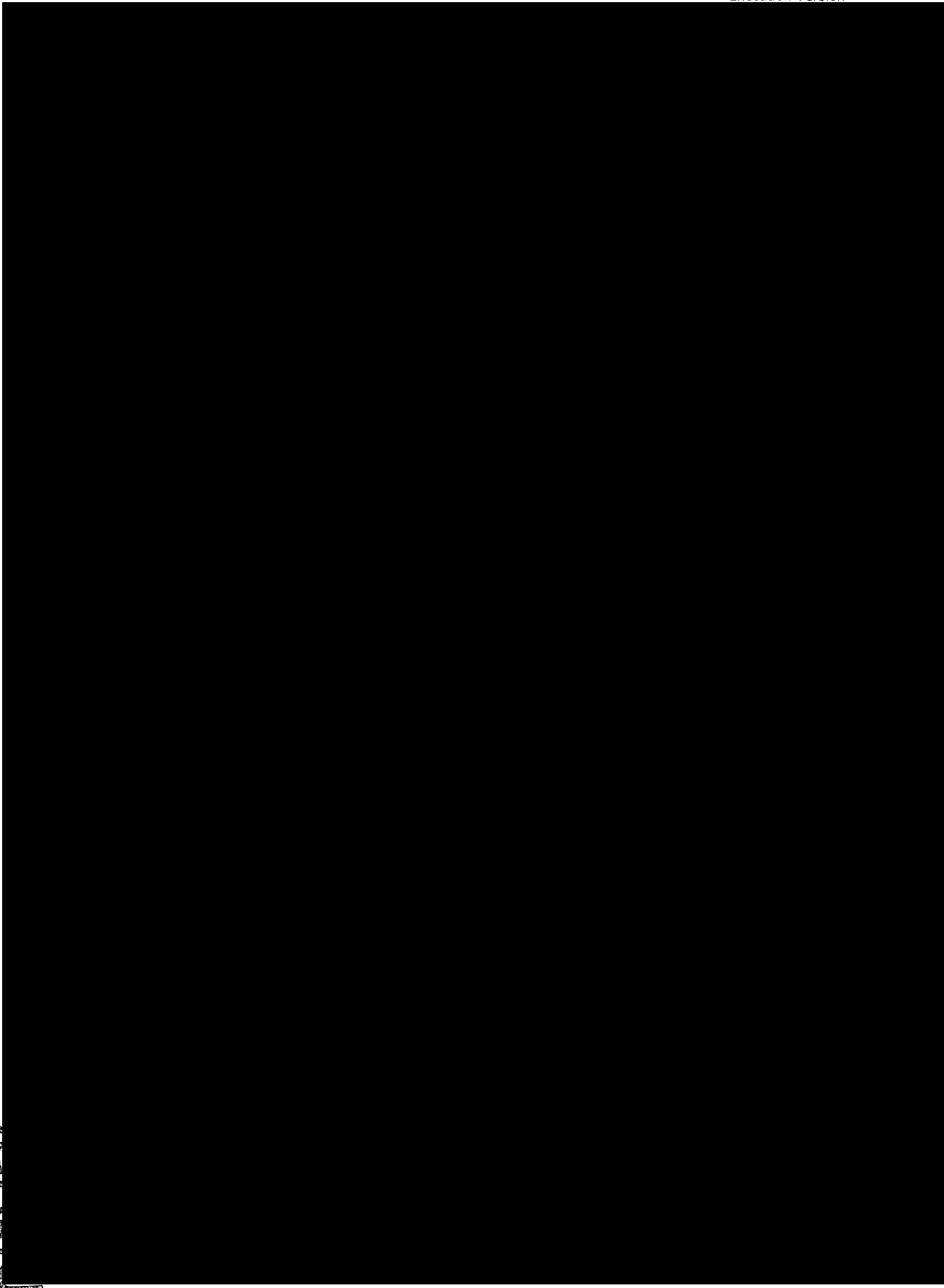


mirvac

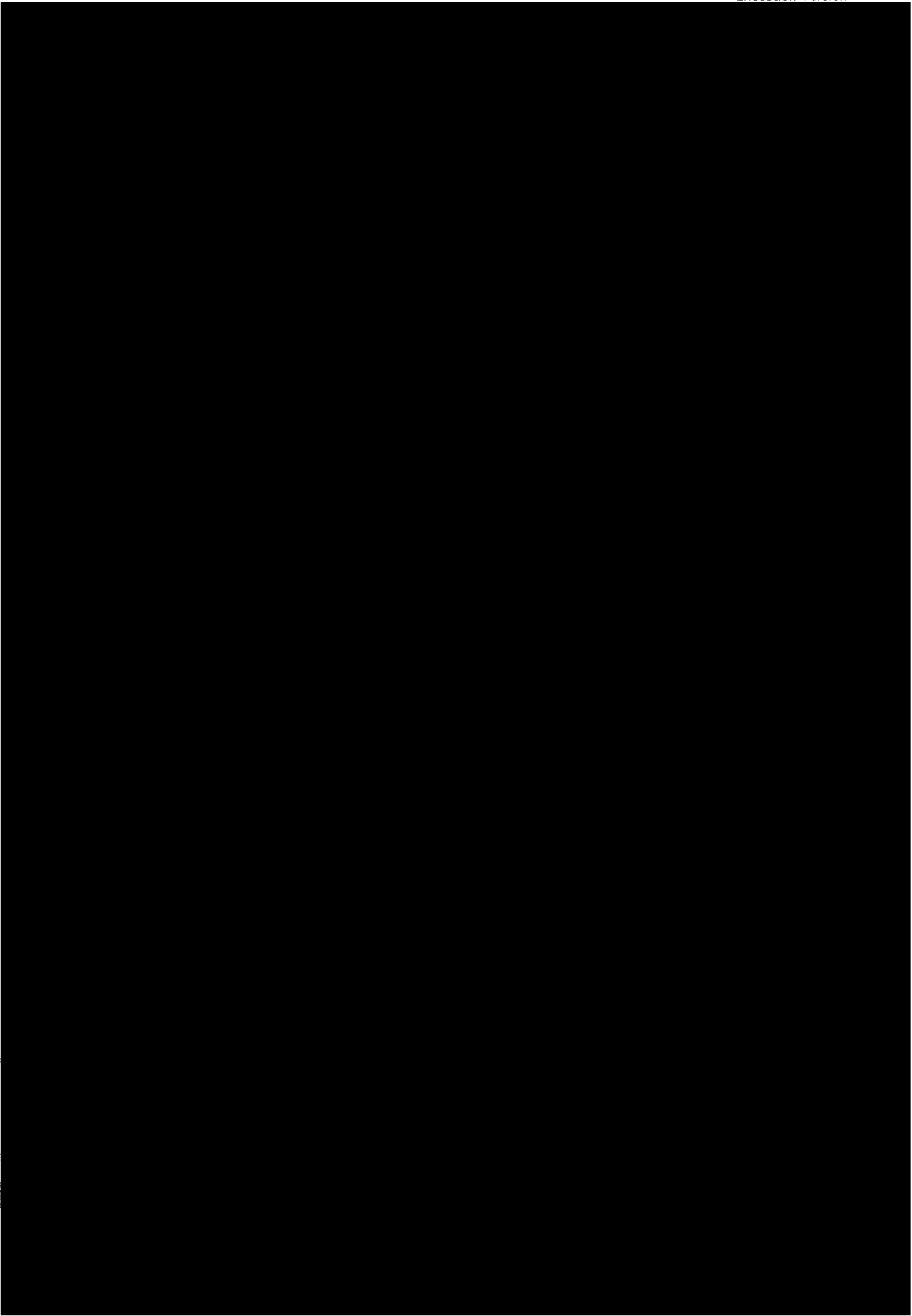




MIRVAC

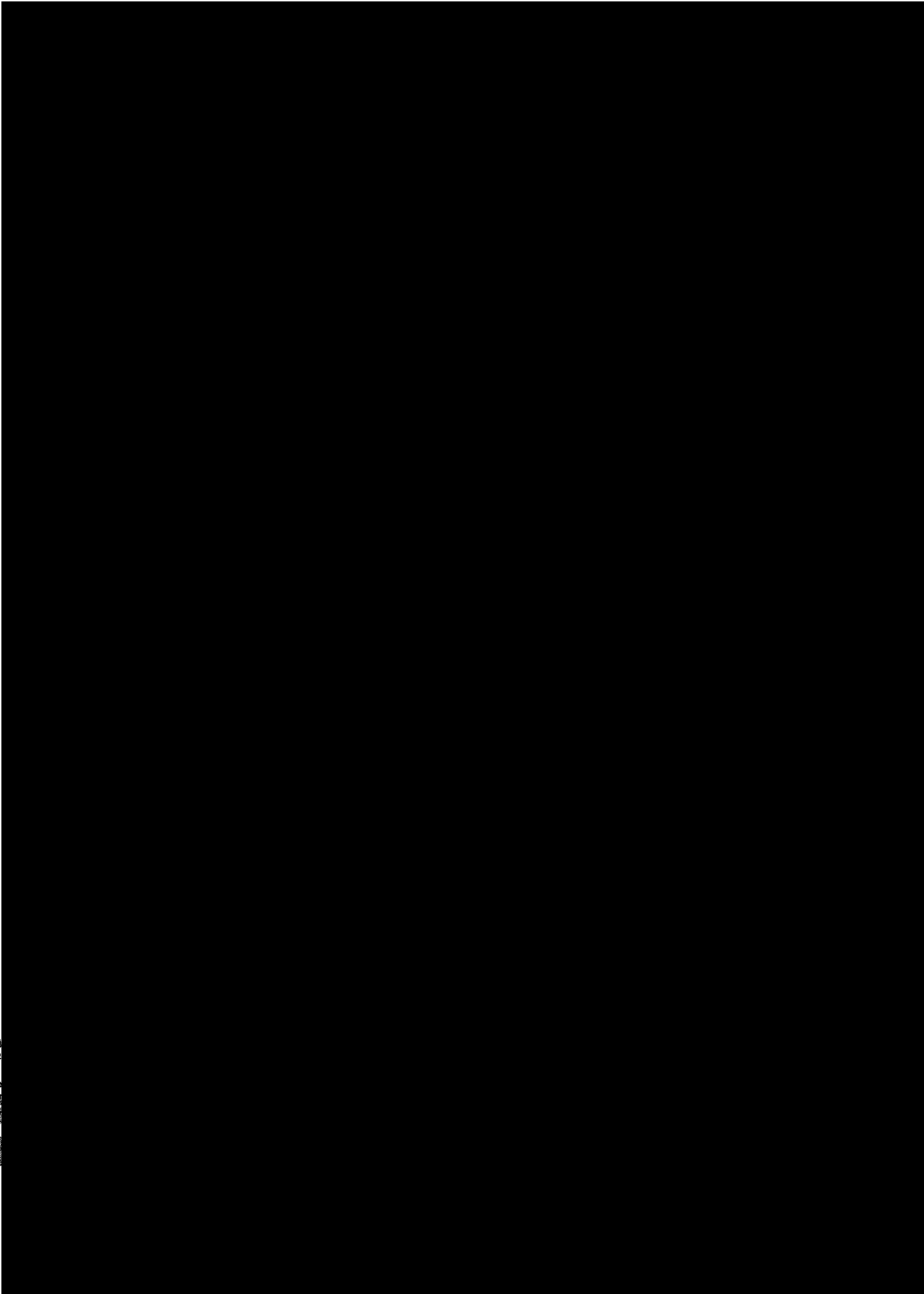






REVERSE

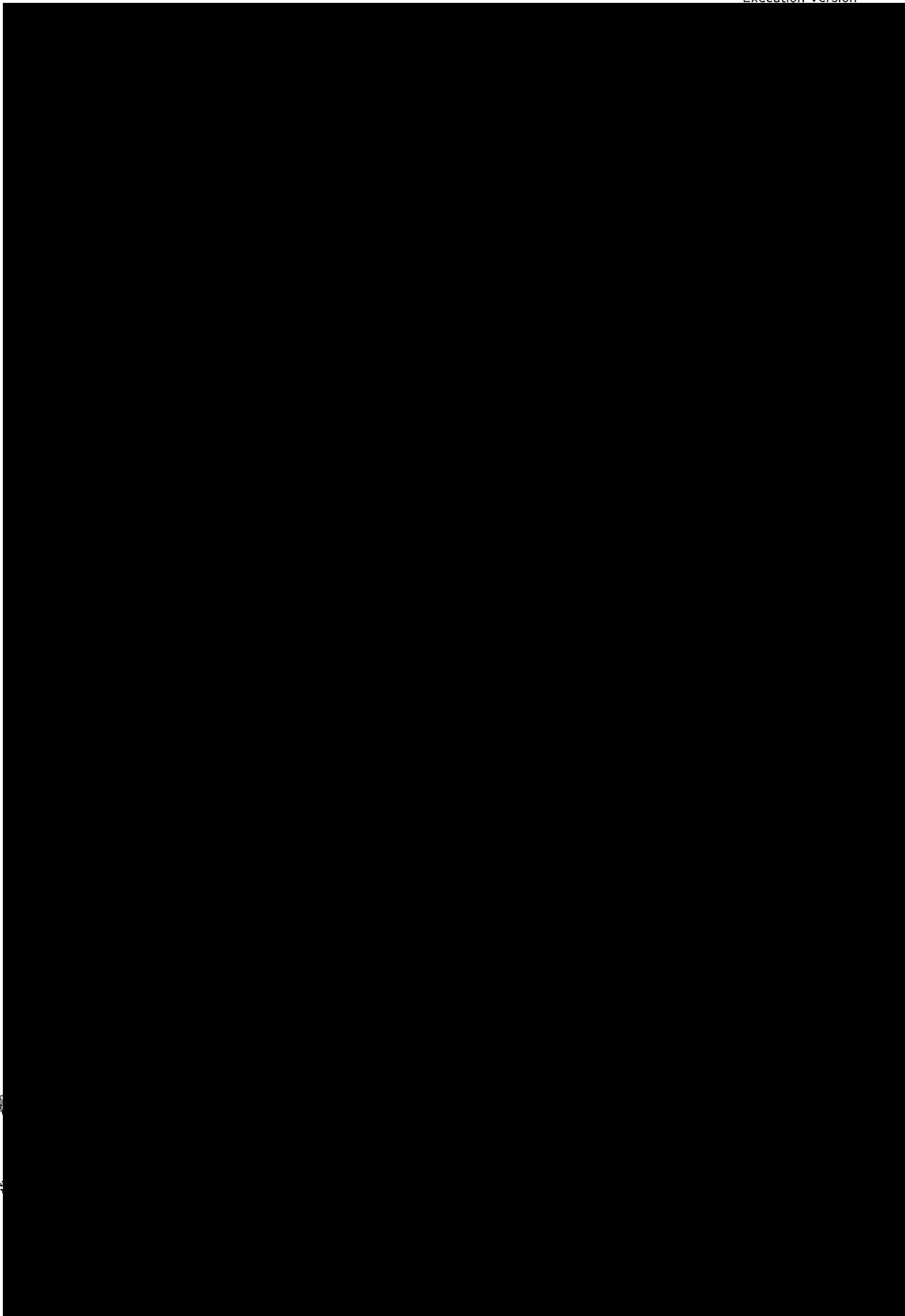
<sup>Deed</sup>  
**JOHN**  
**HOLLAND**



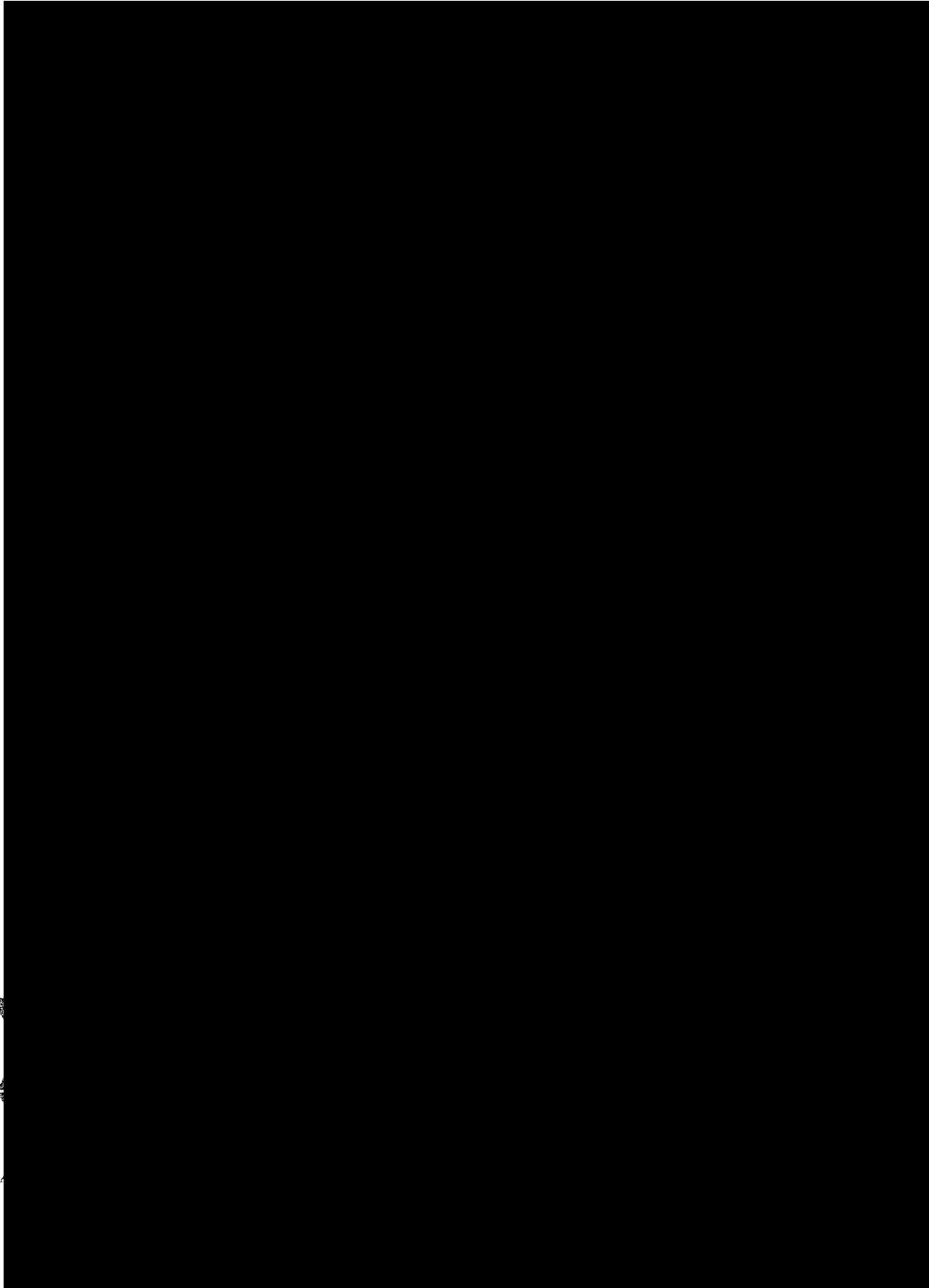
MITVAC



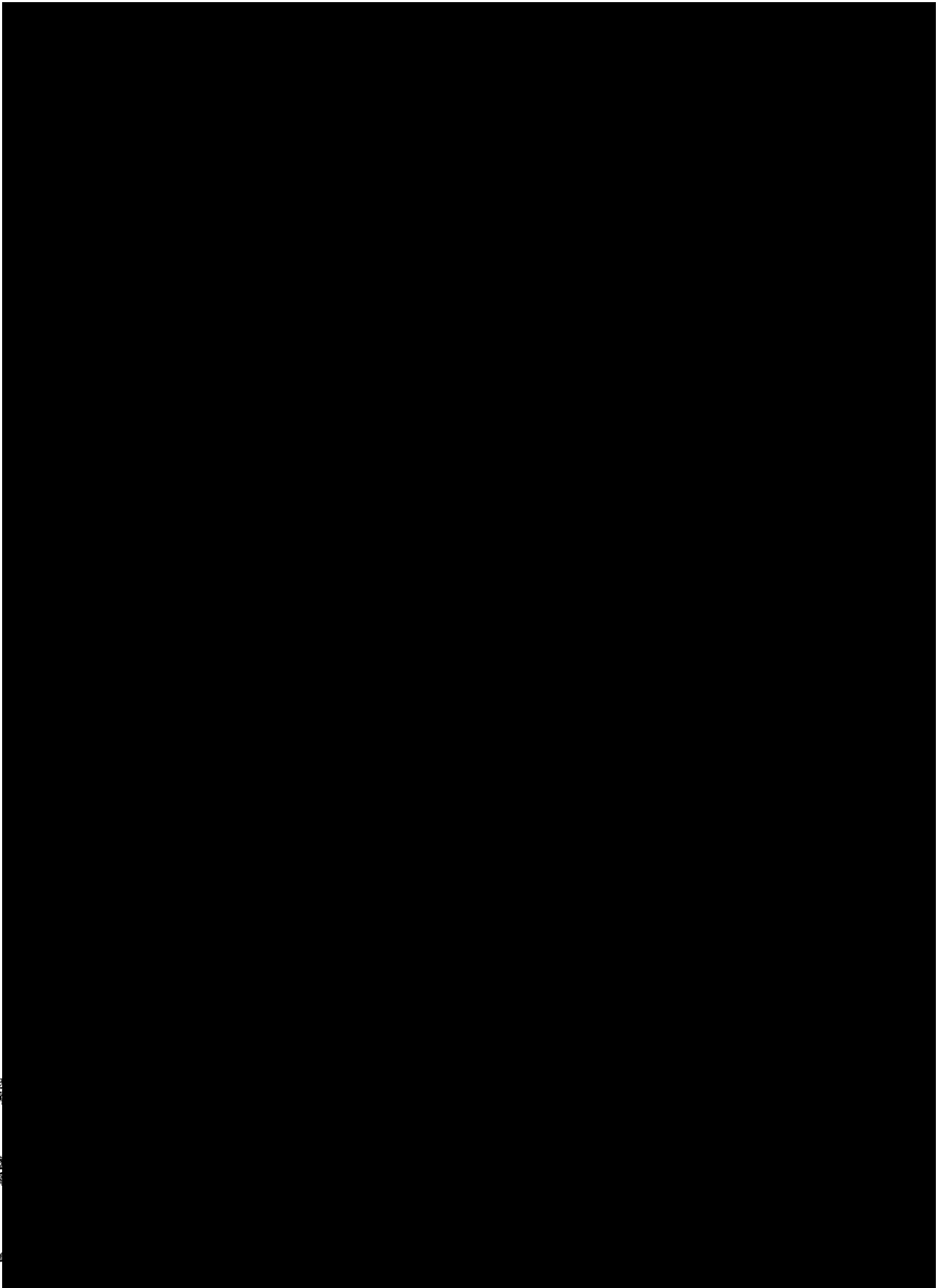
**JOHN  
HOLLAND**



mirvac

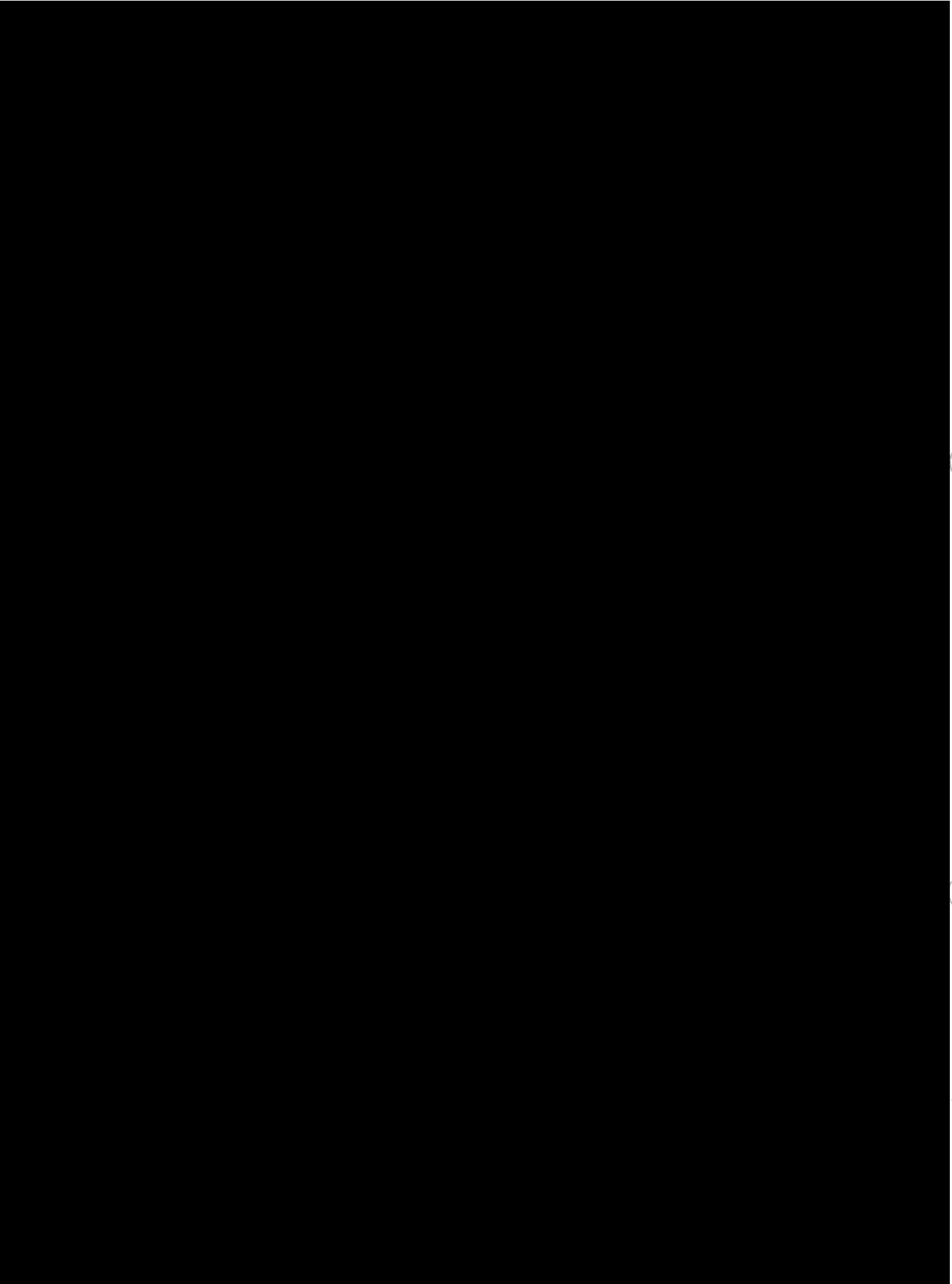


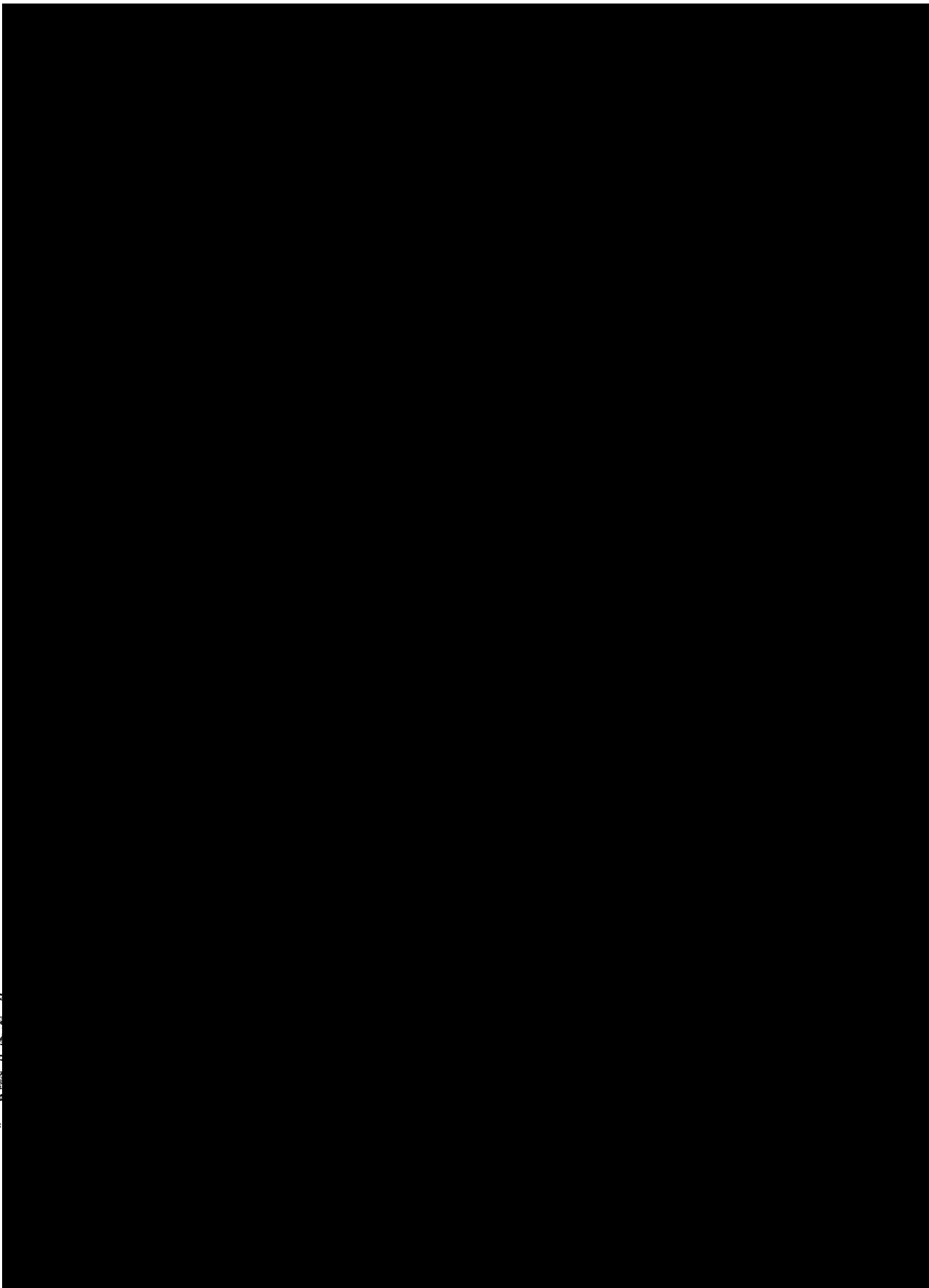
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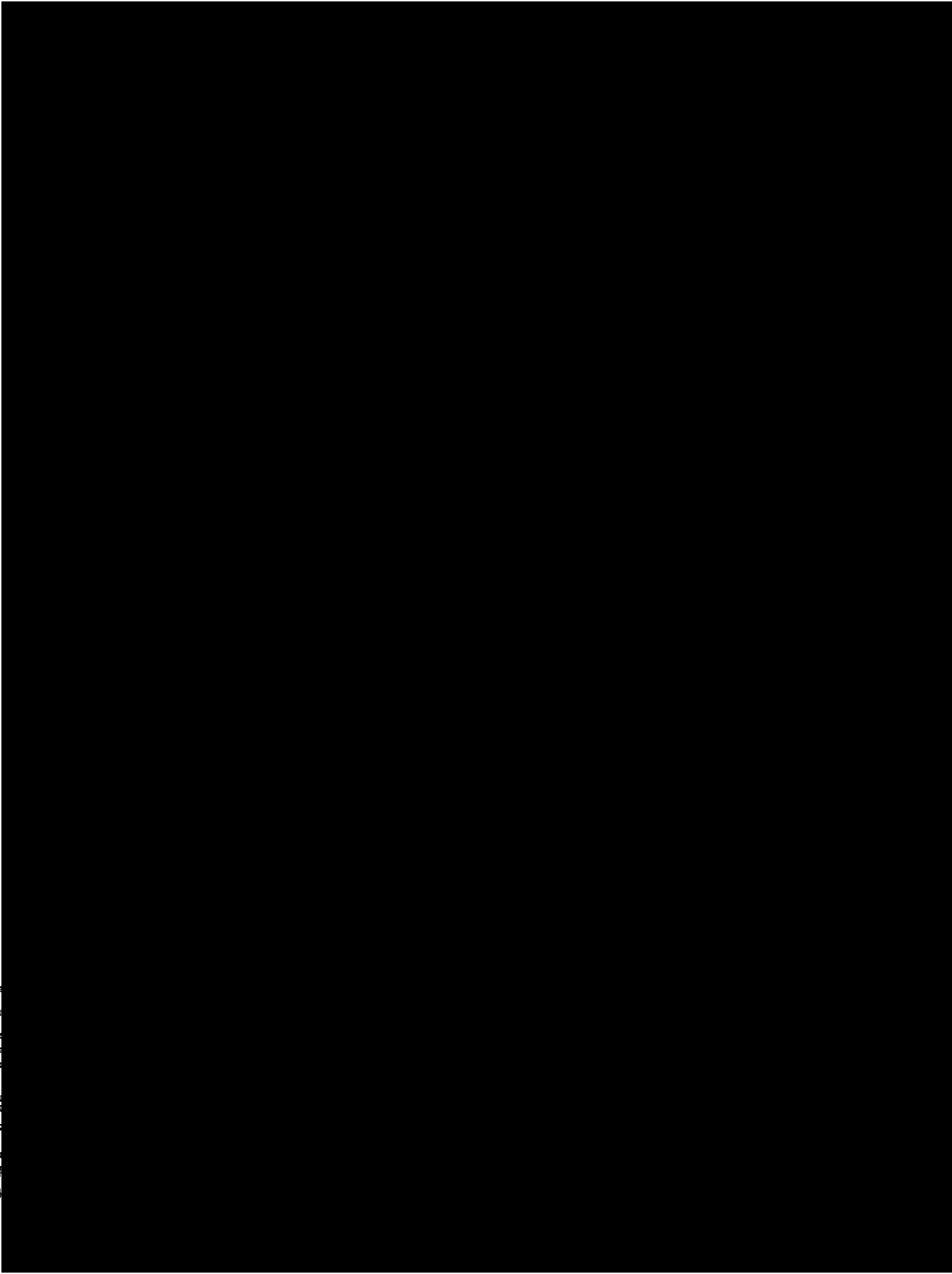
MIRVAC

mirvac

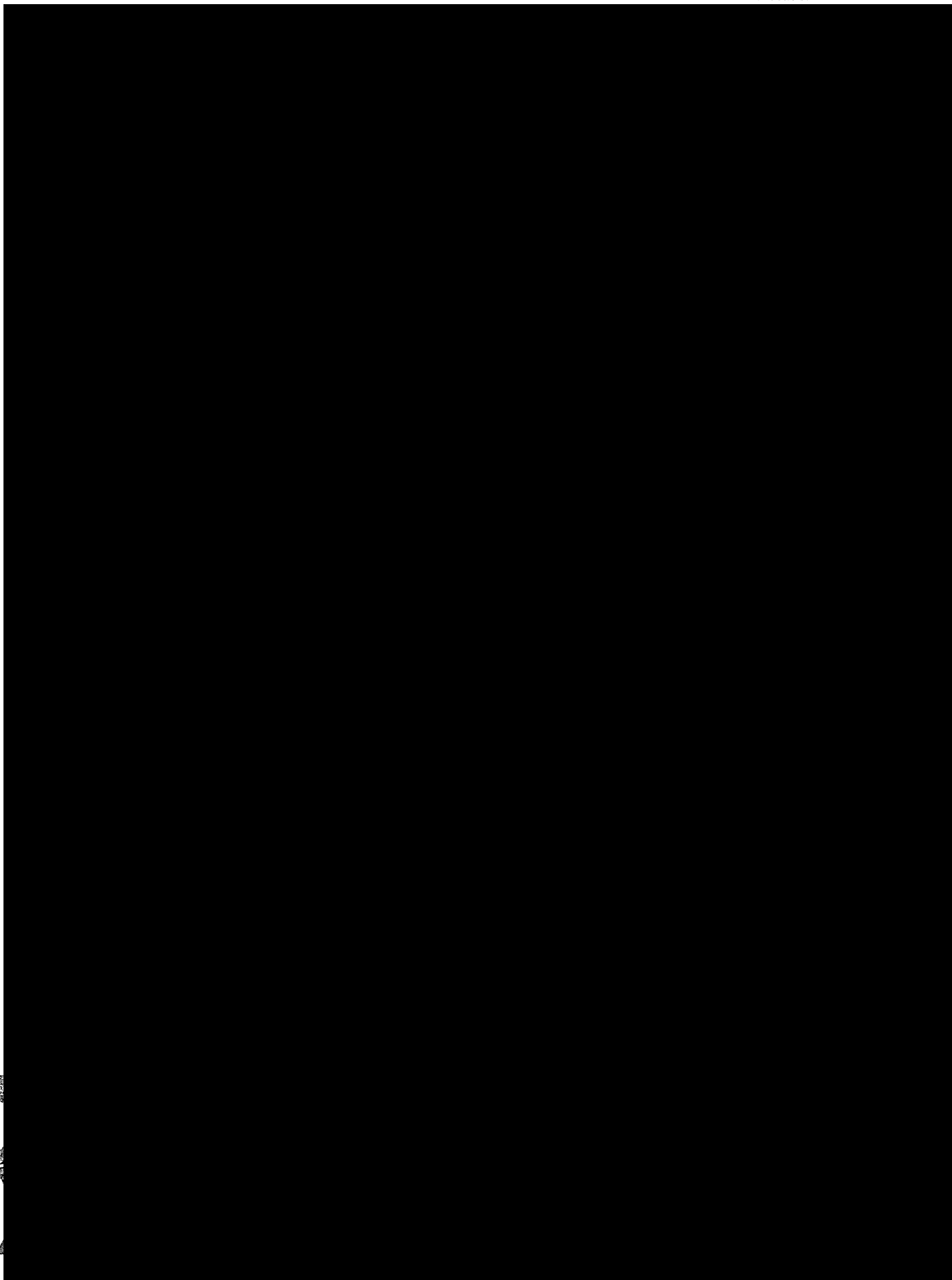




DEVI

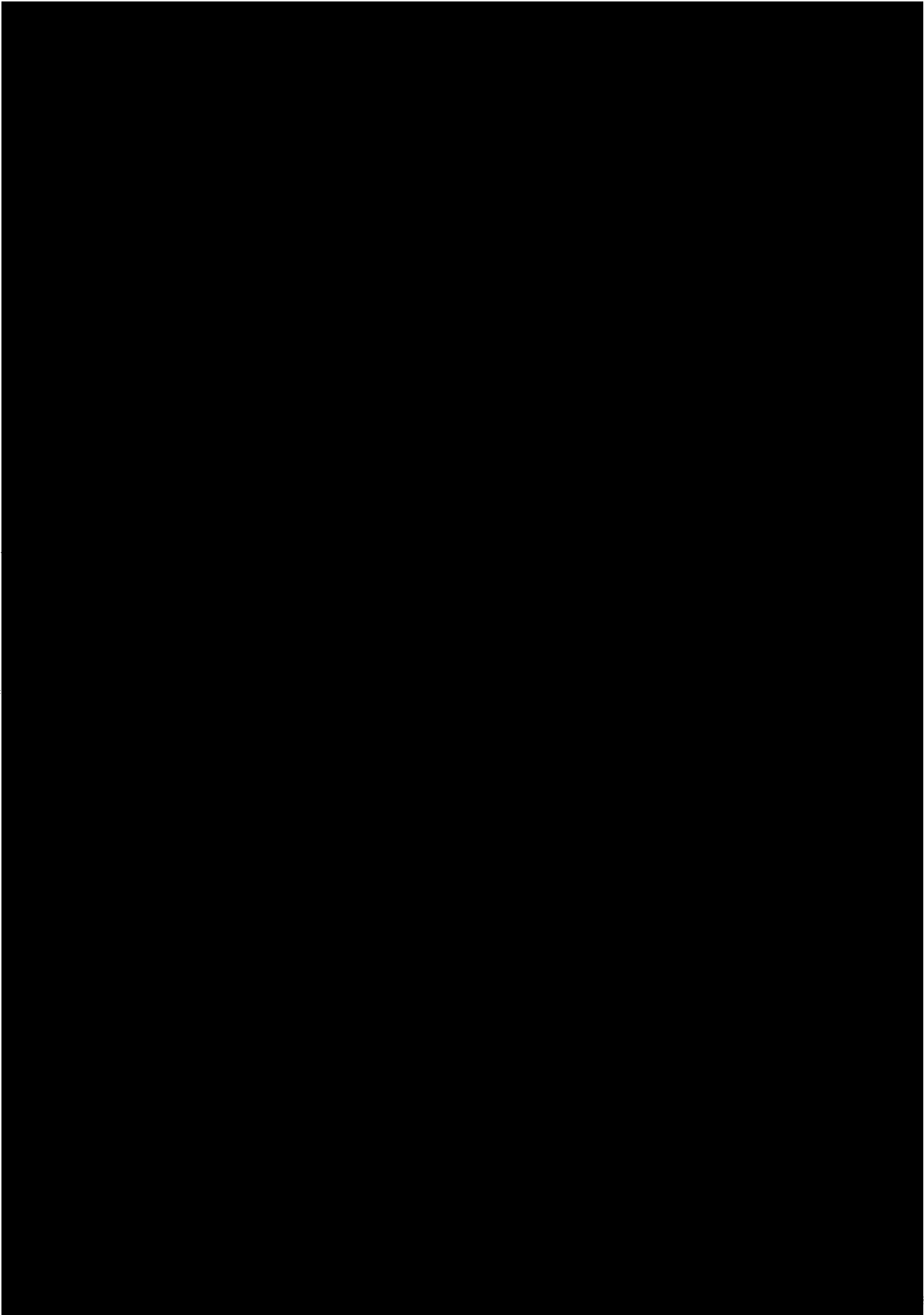


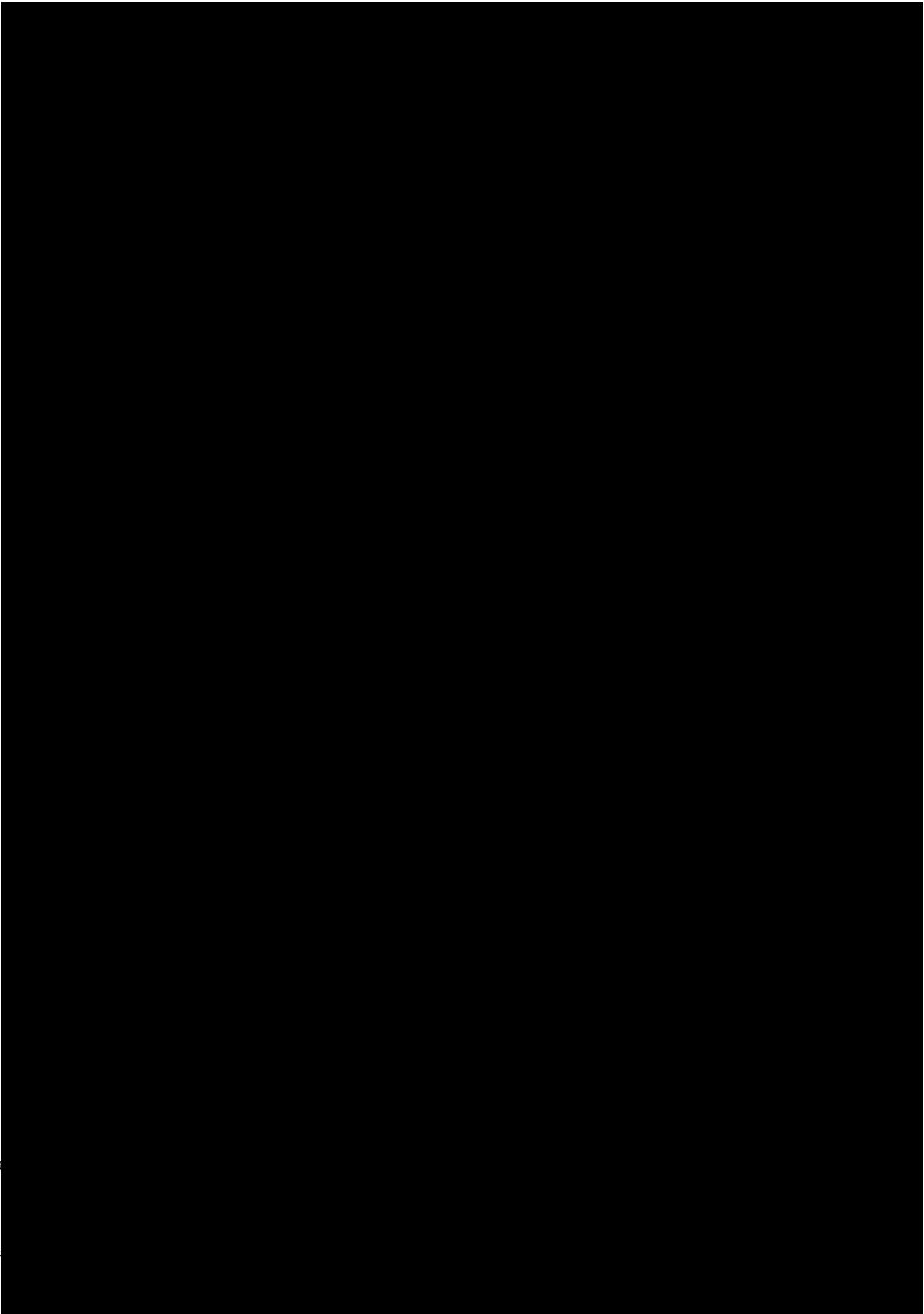




MIRVAC

mrvac

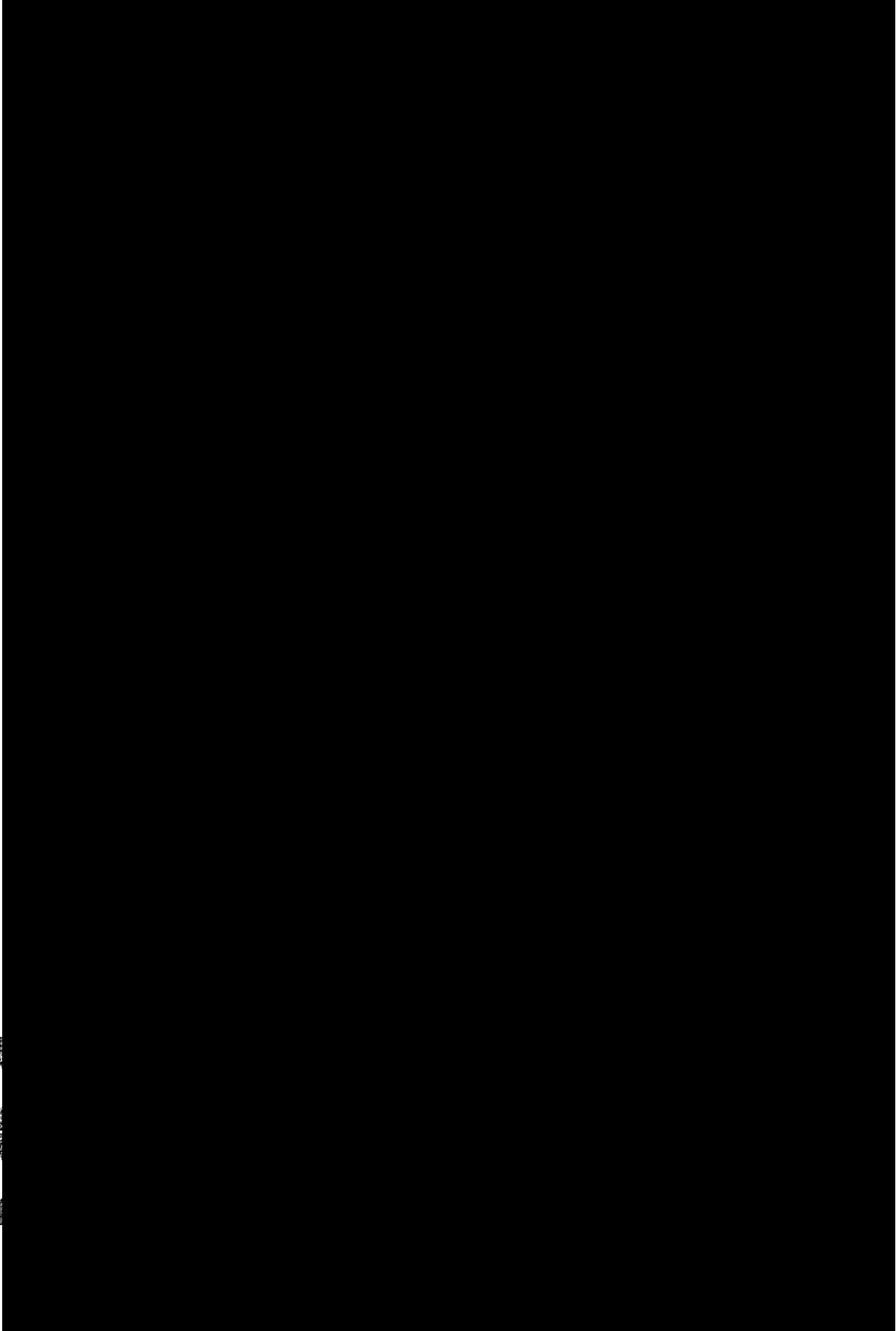




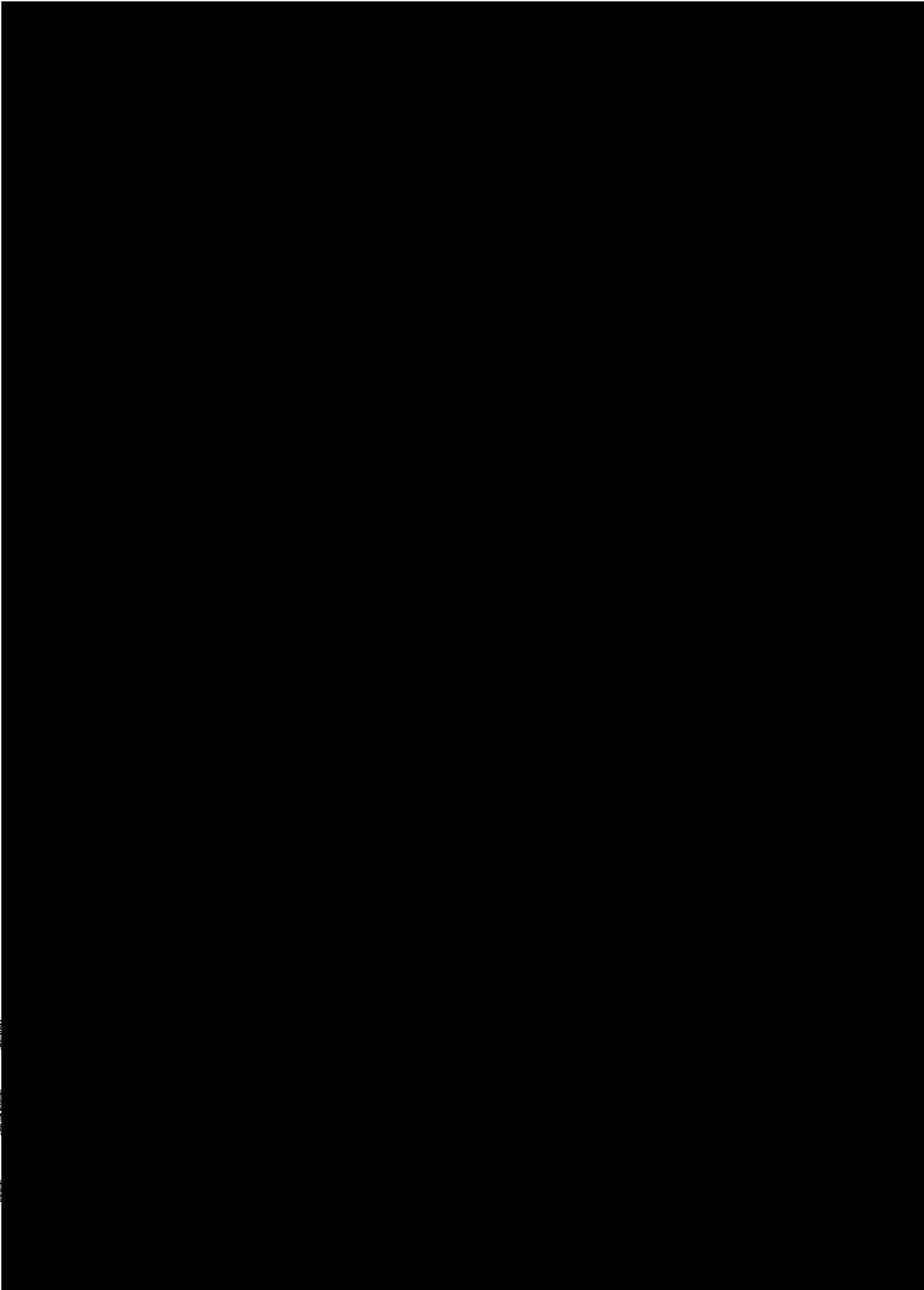
mirvac



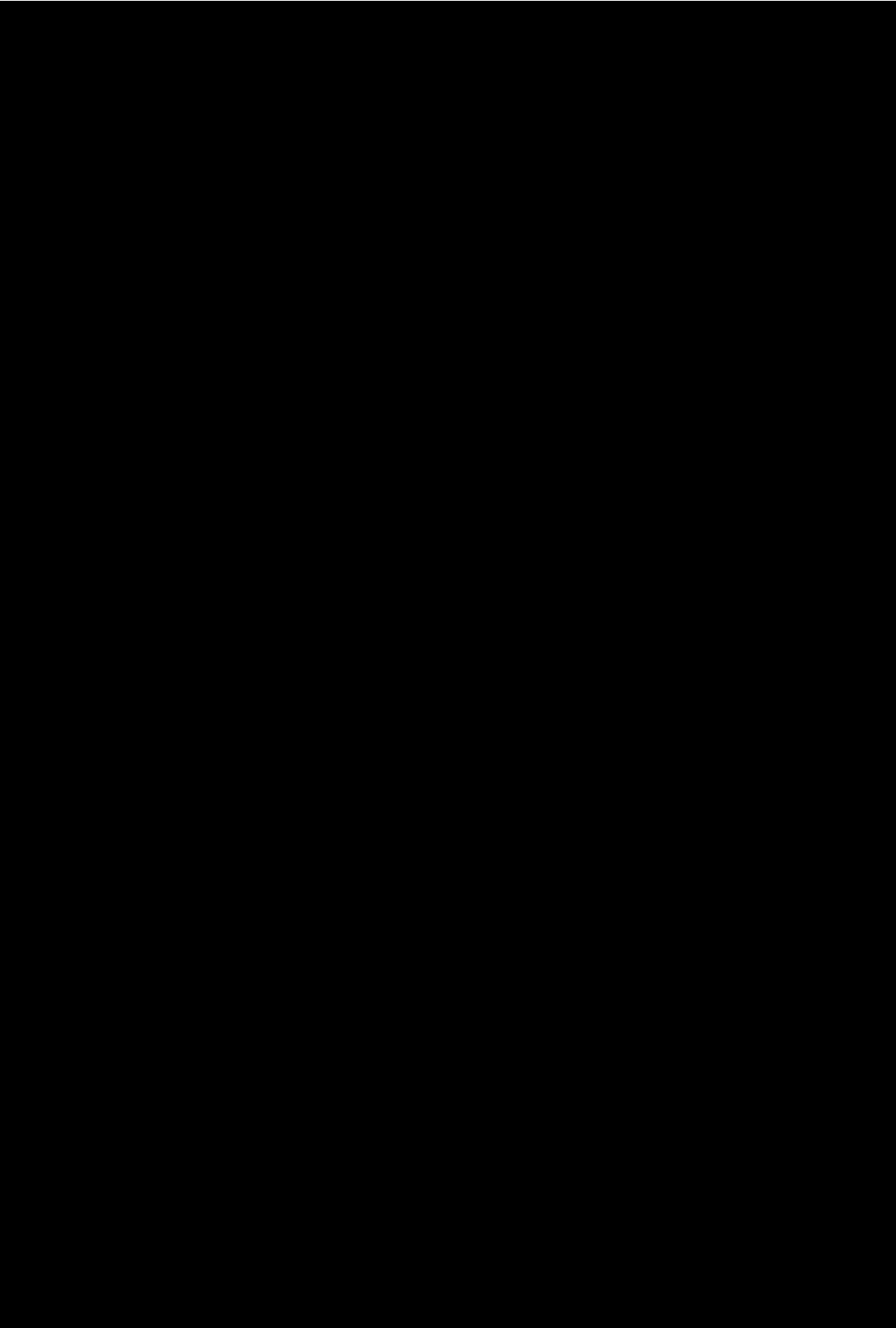




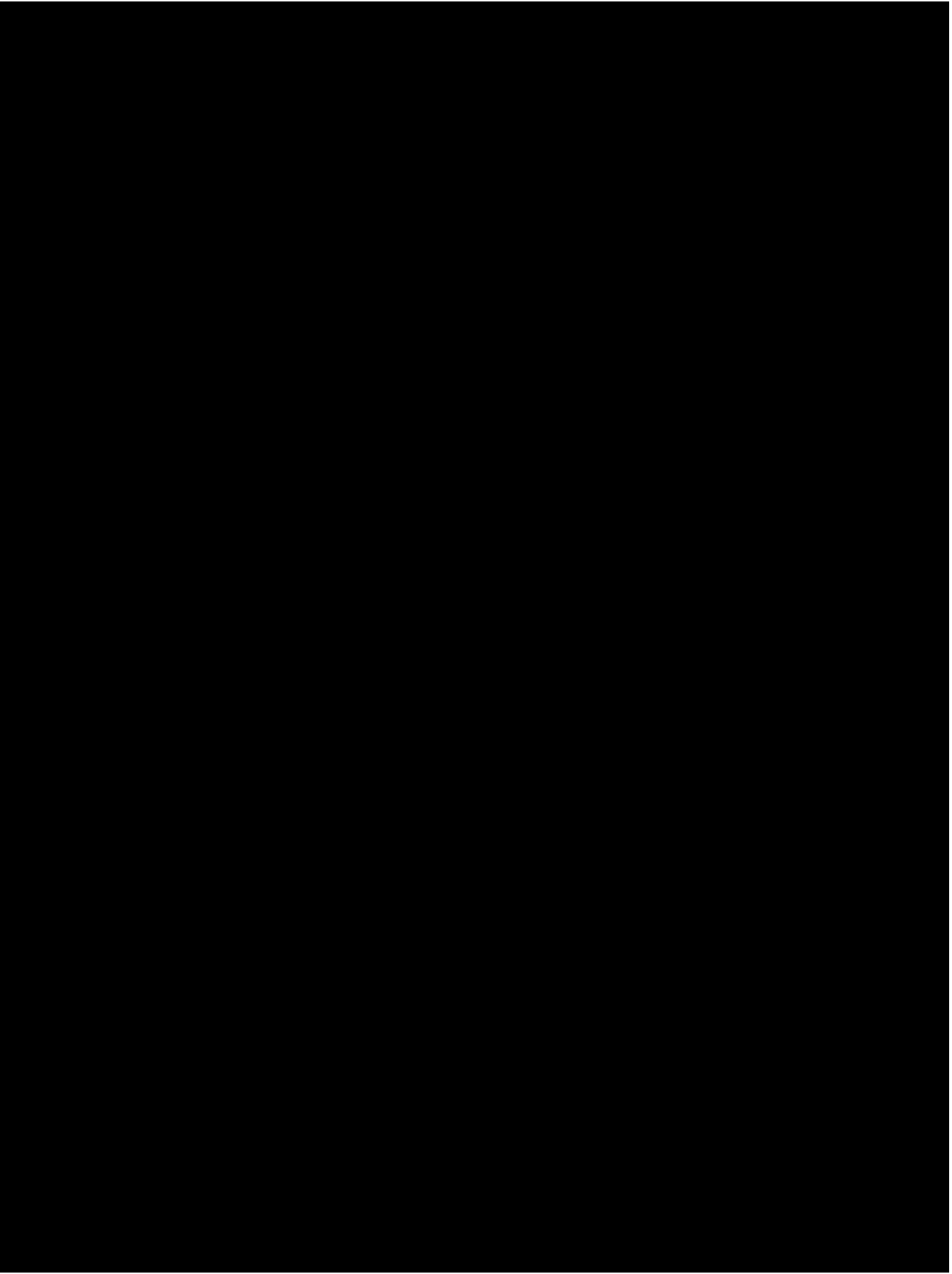
MIRVAC



mirvac



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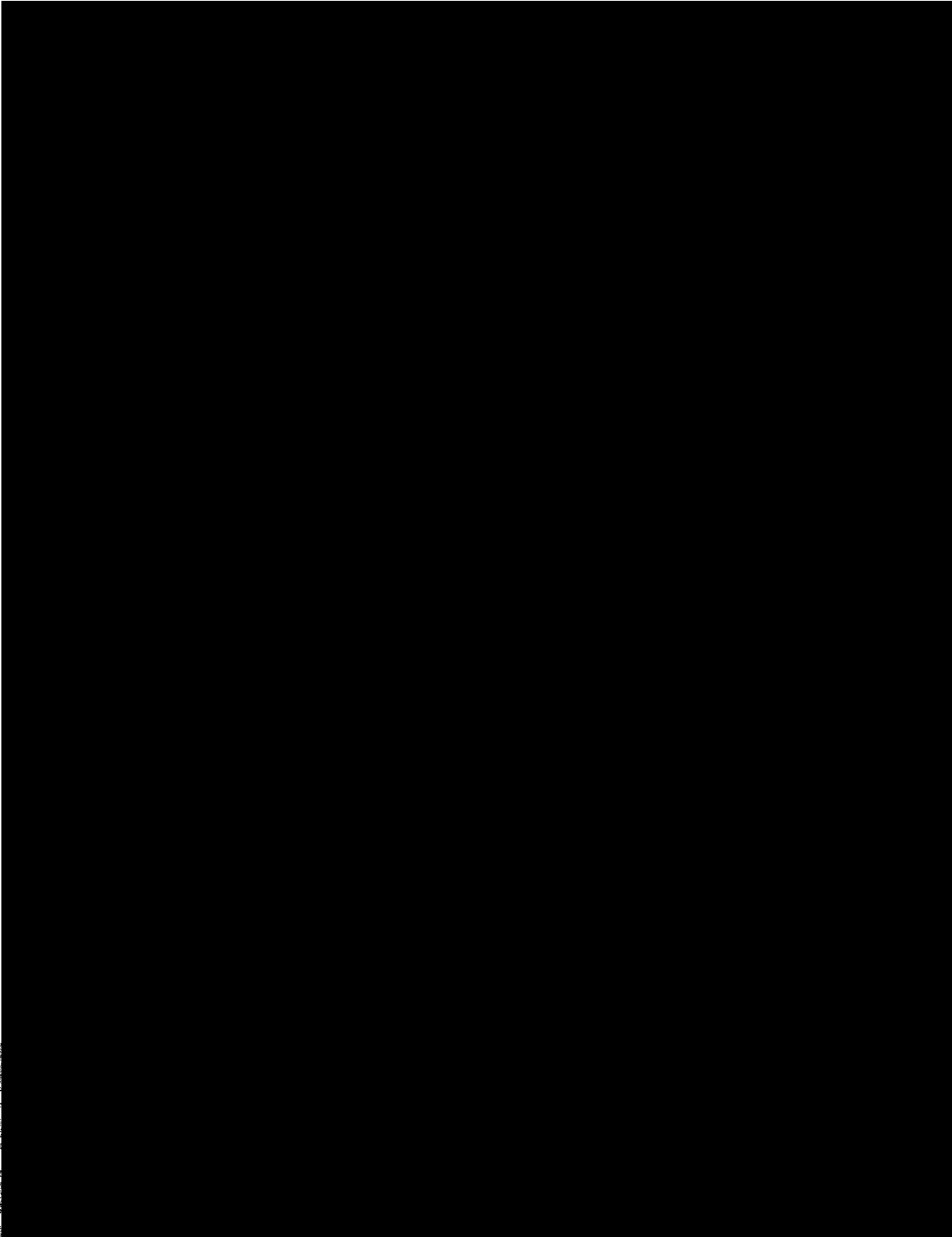


UNIVERSITY



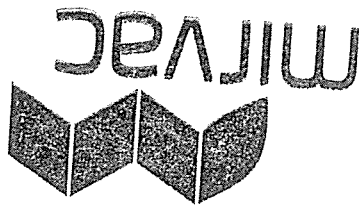
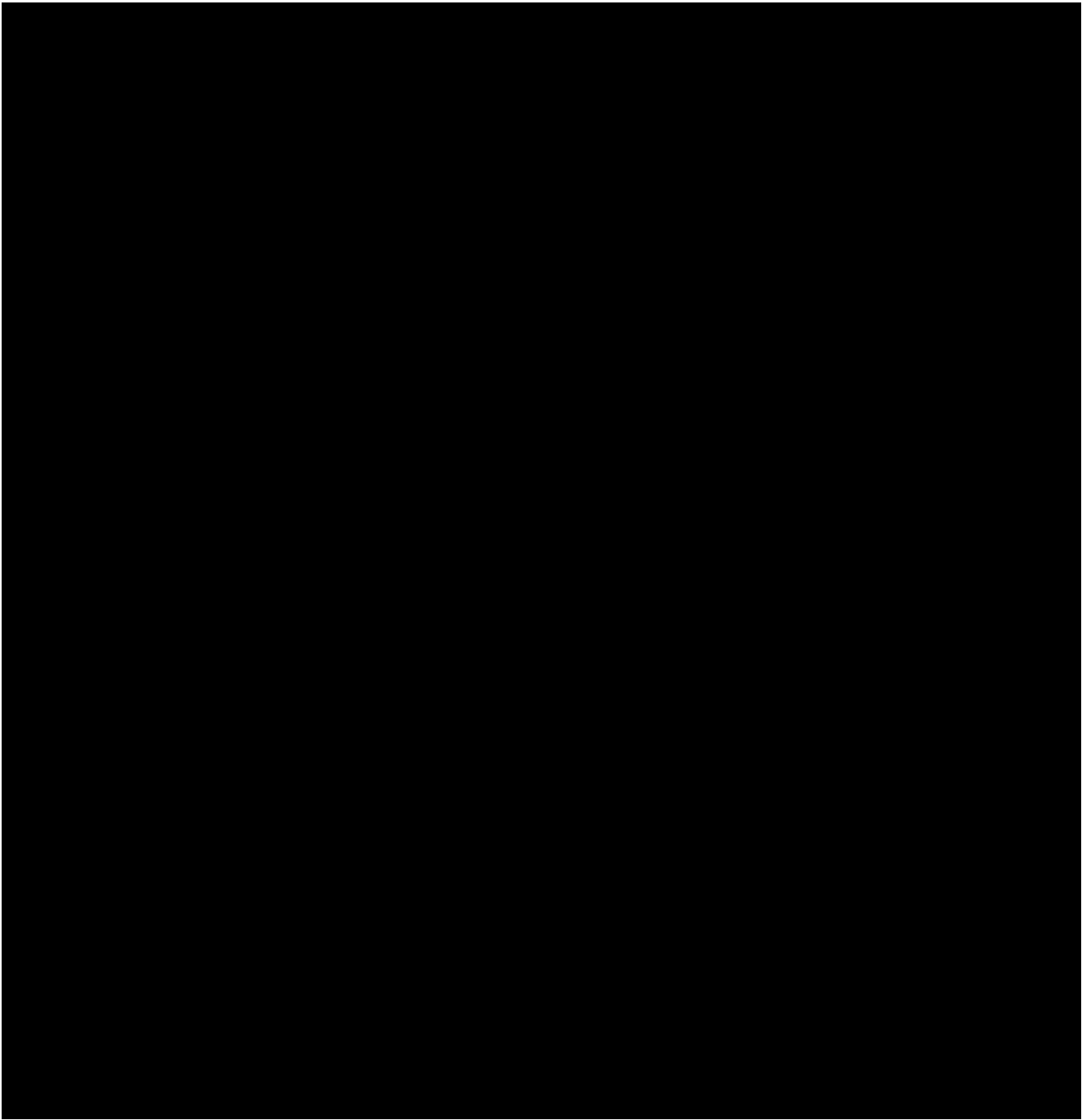
**JOHN  
HOLLAND**

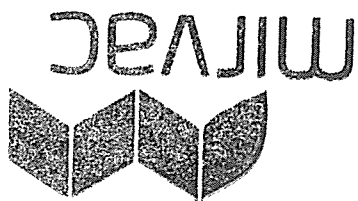
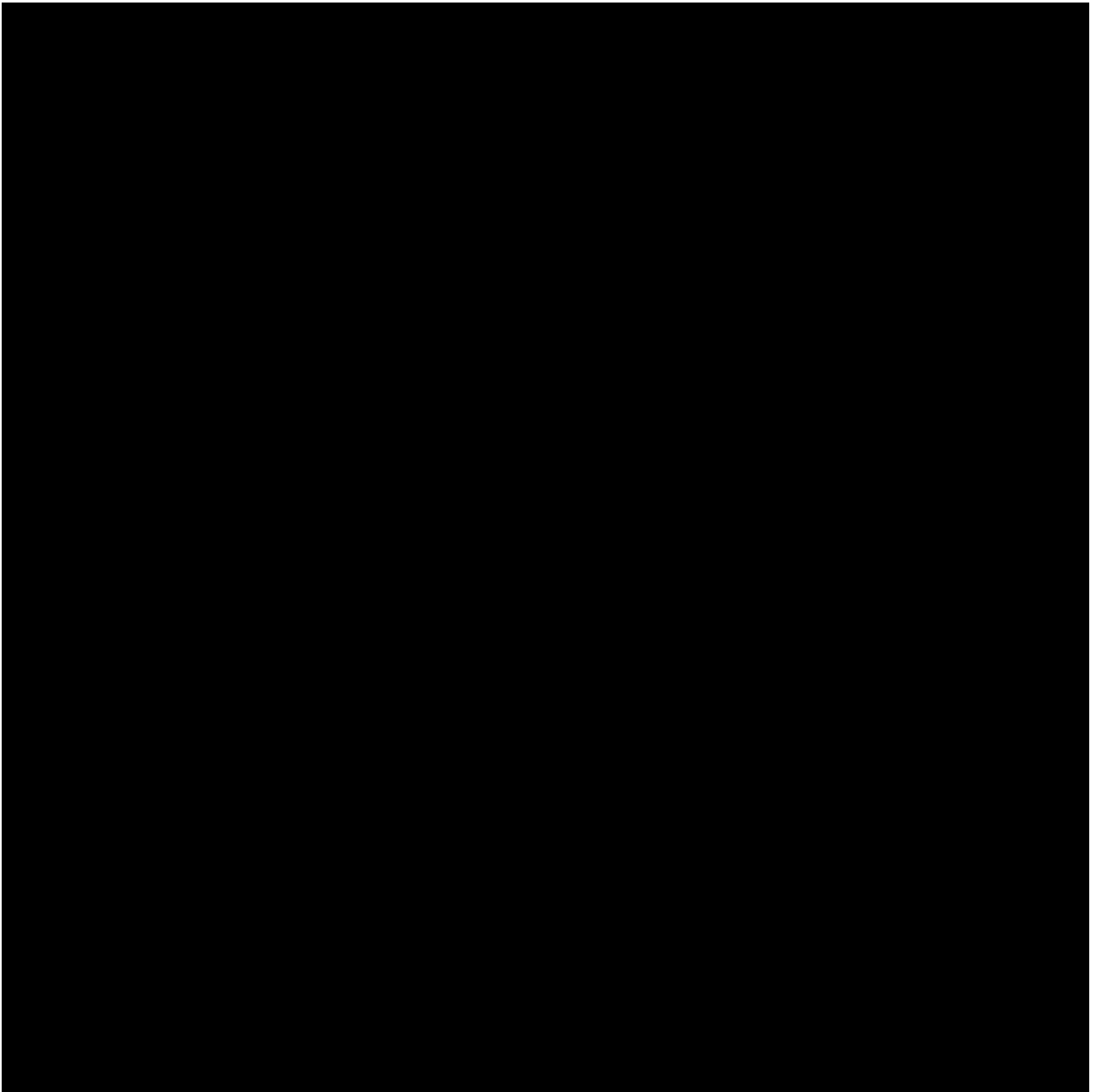


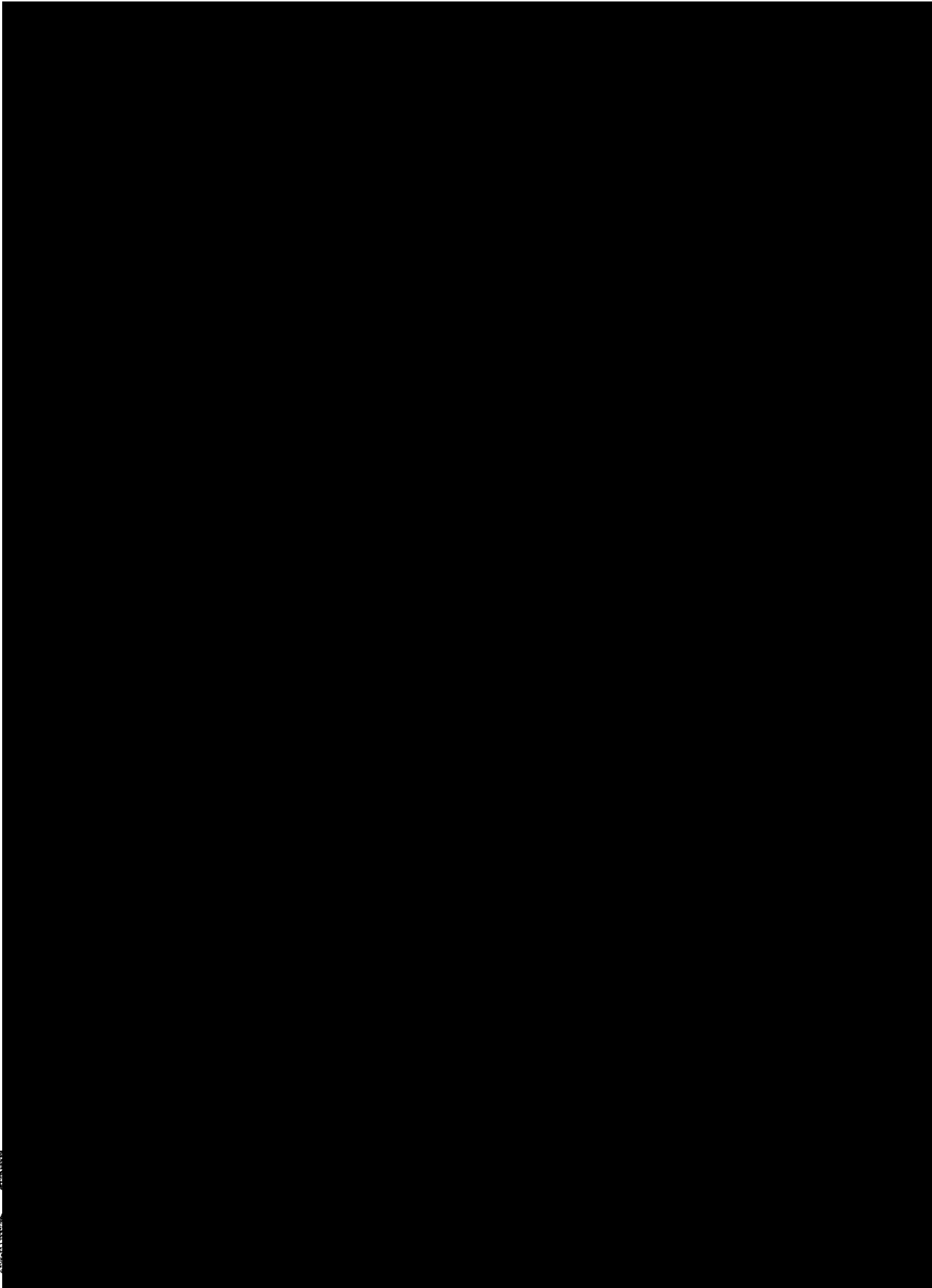


MITVAC



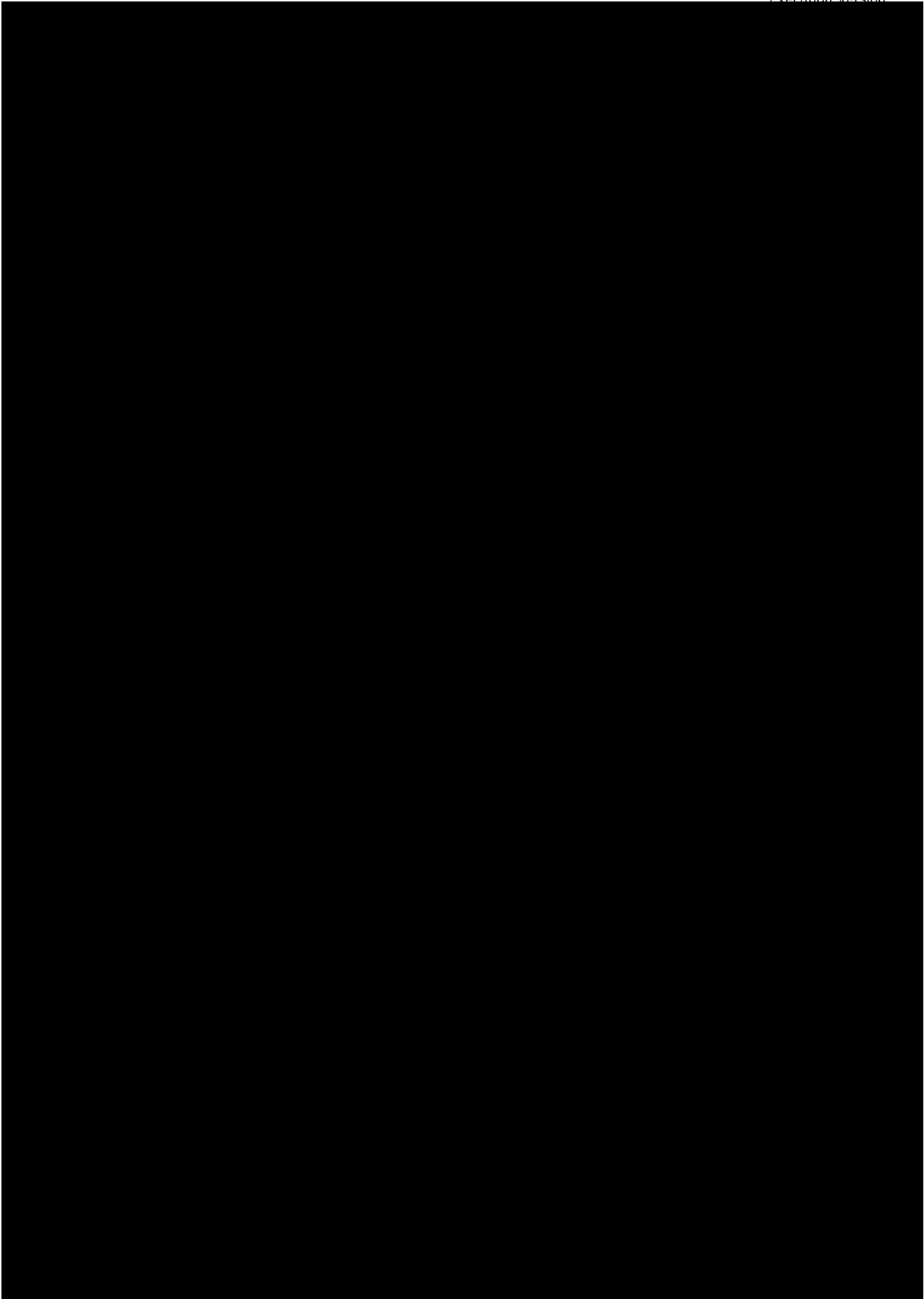


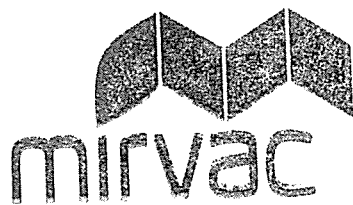
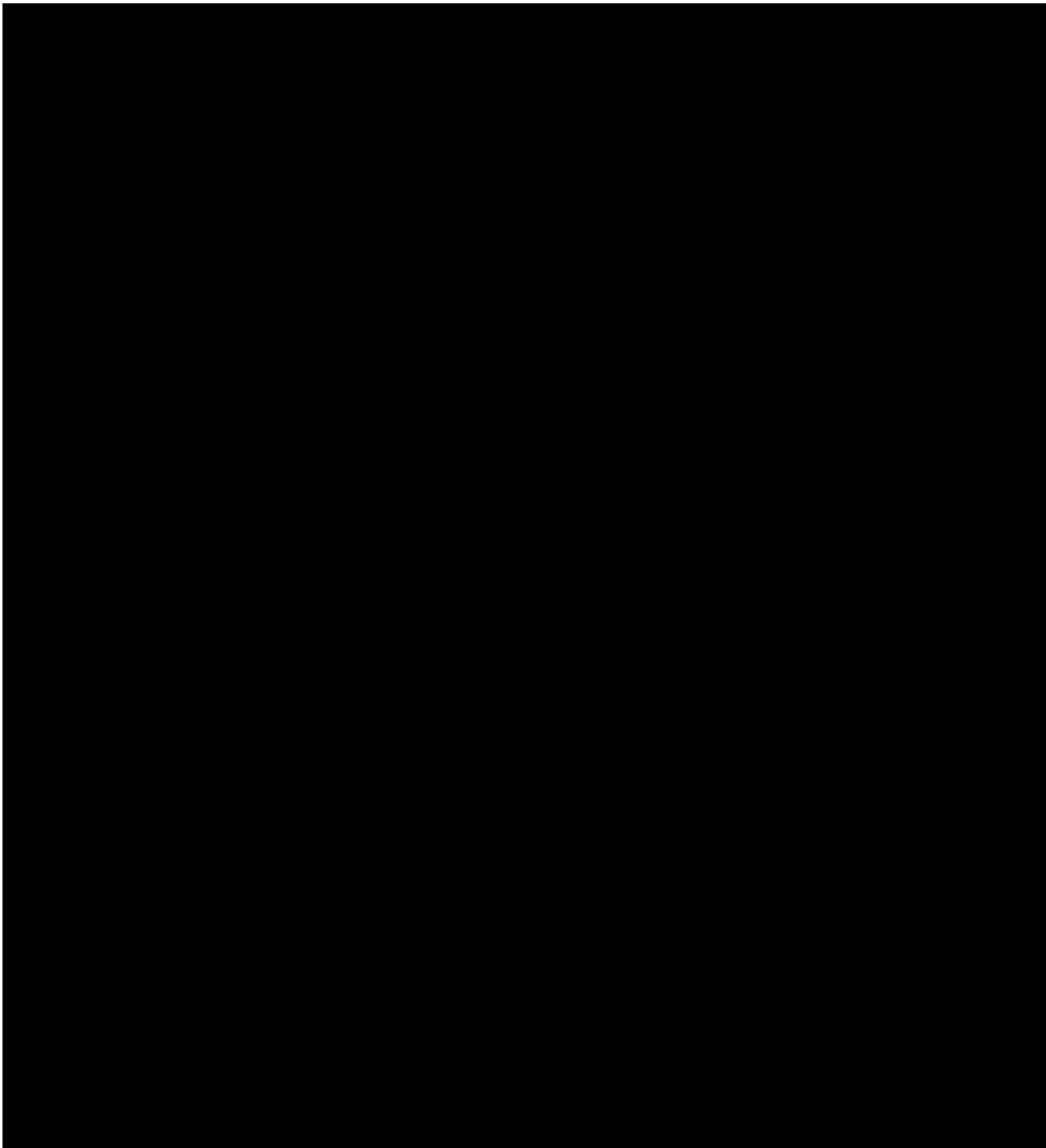


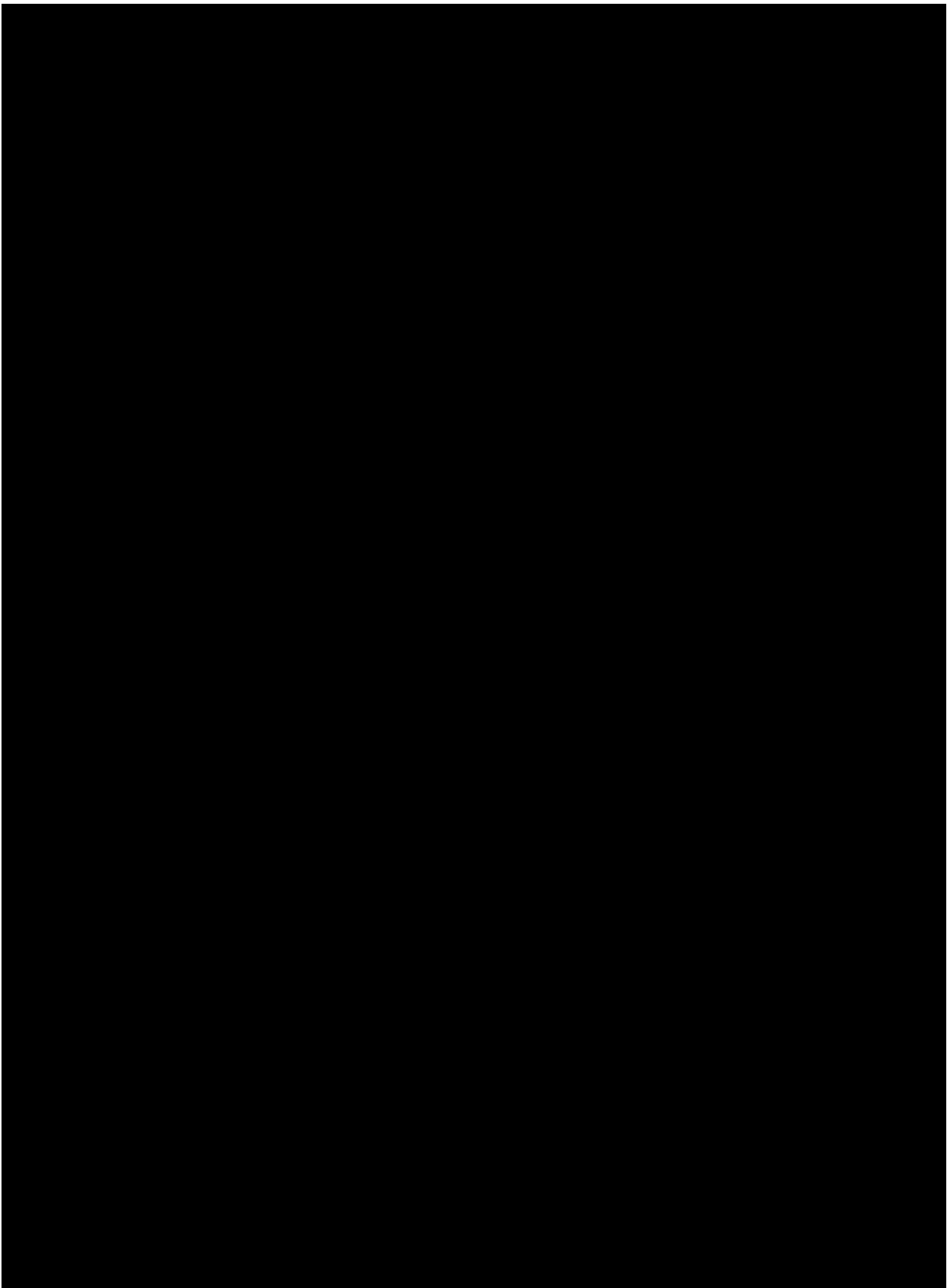


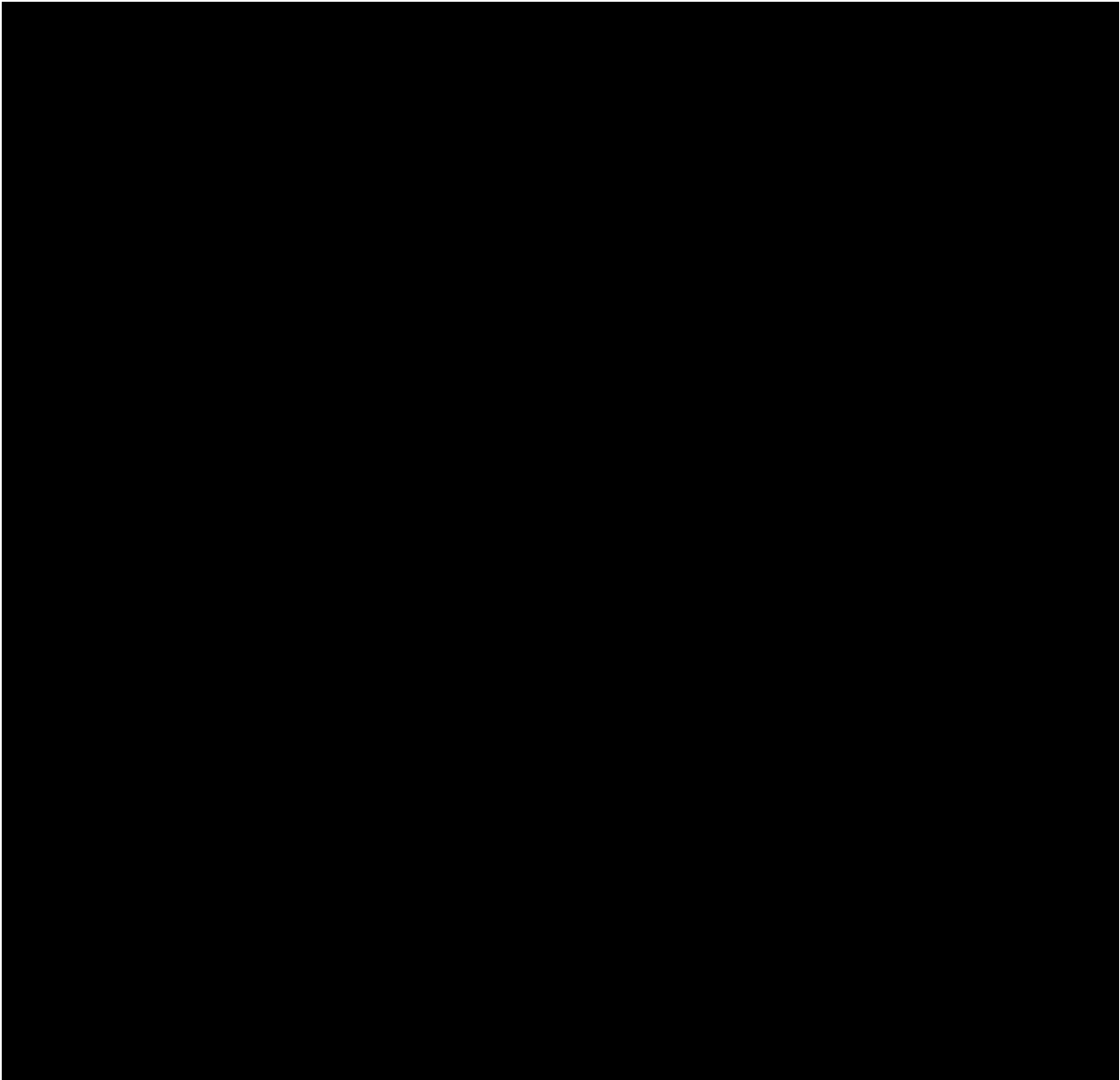
mirva

**JOHN  
HOLLAND**









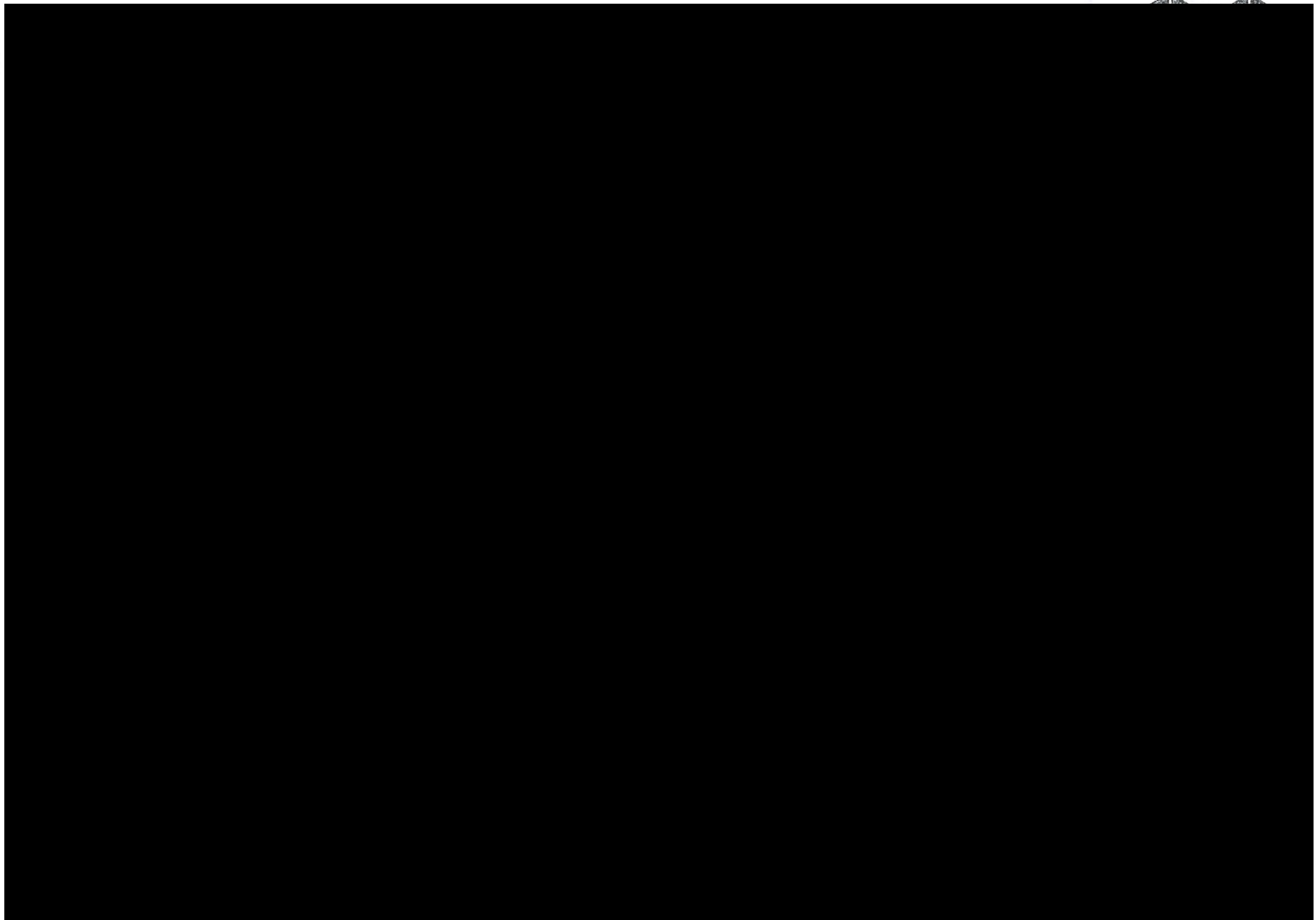


**SCHEDULE A24. – INFORMATION DOCUMENTS**

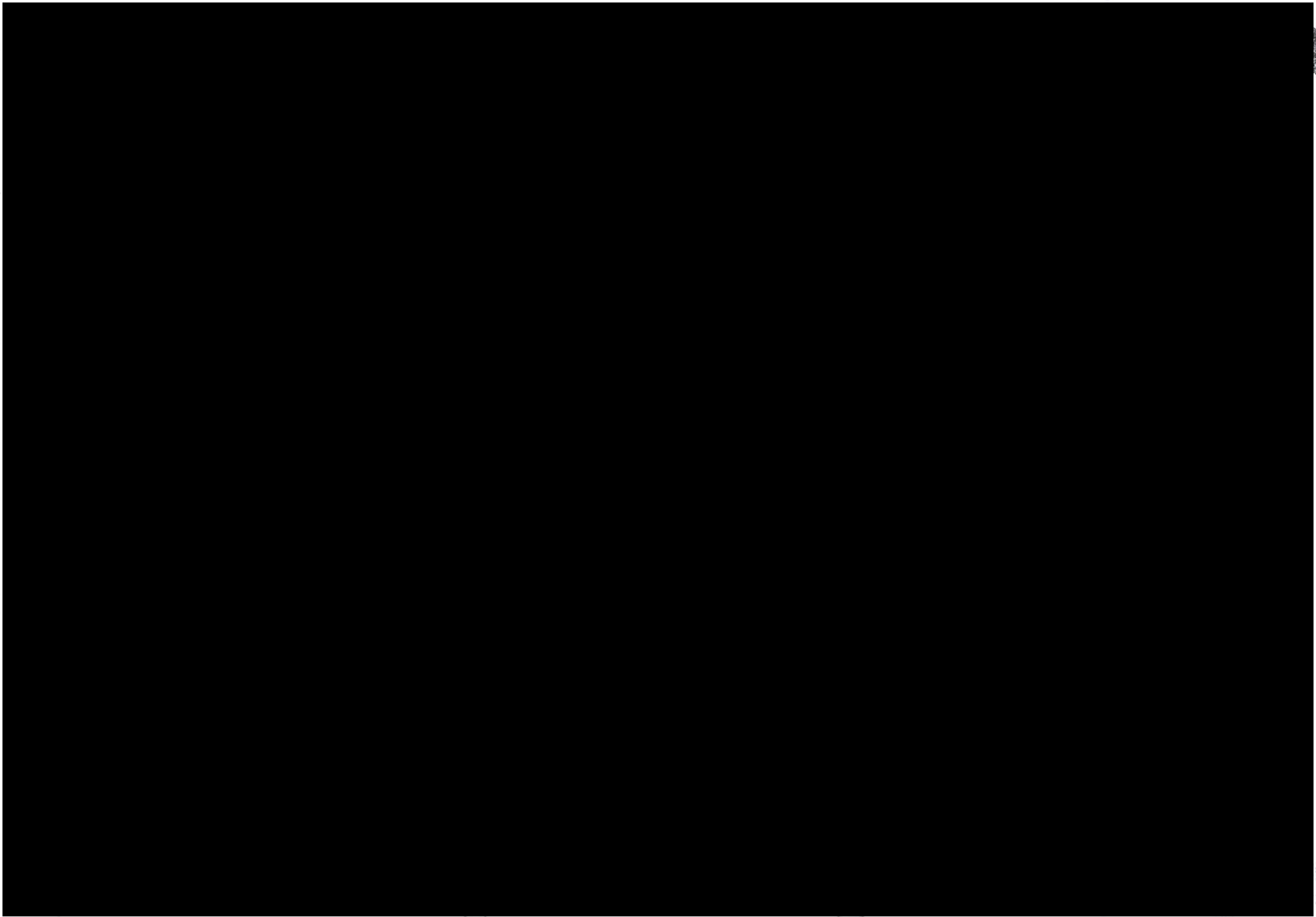


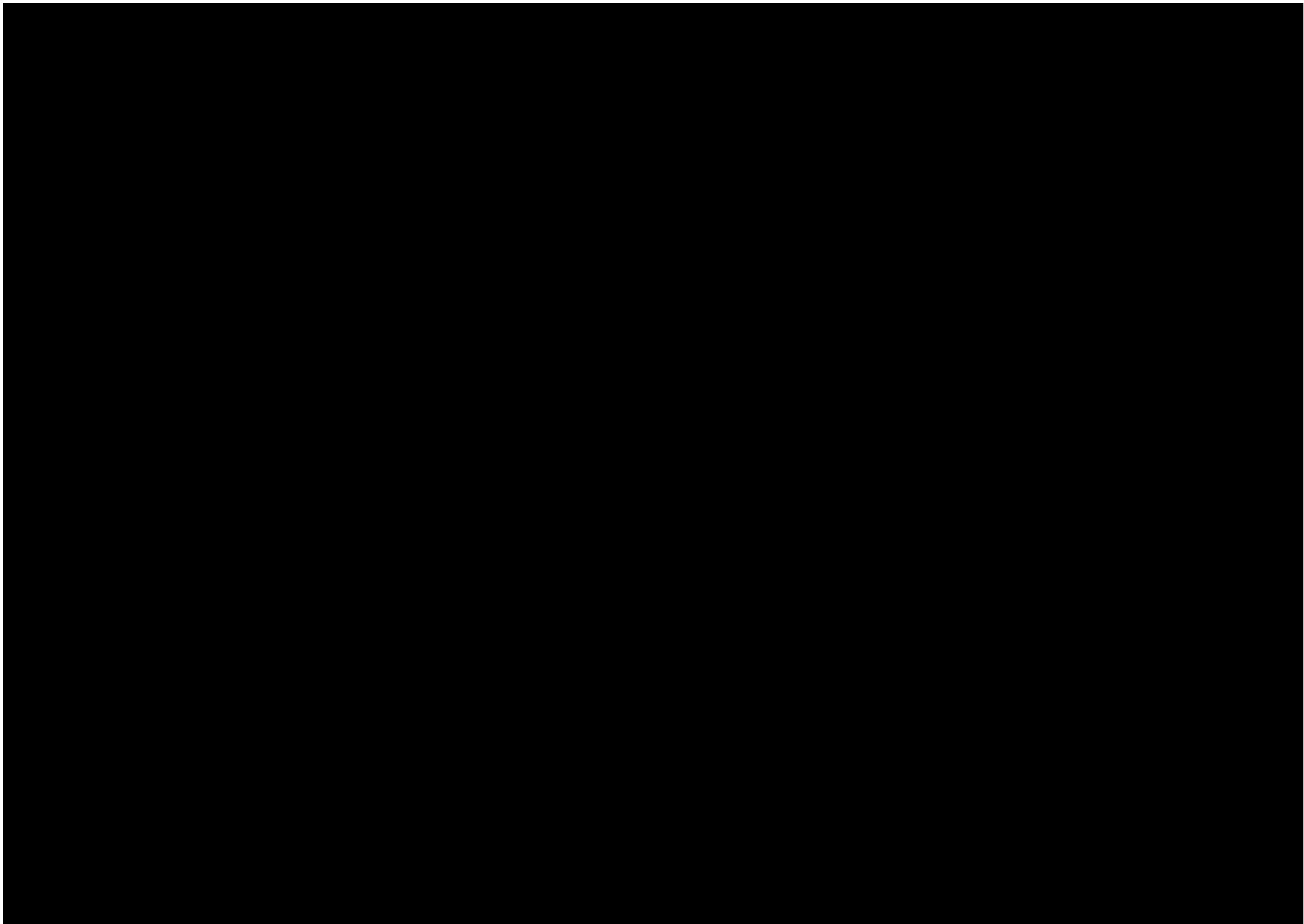
**JOHN  
HOLLAND**

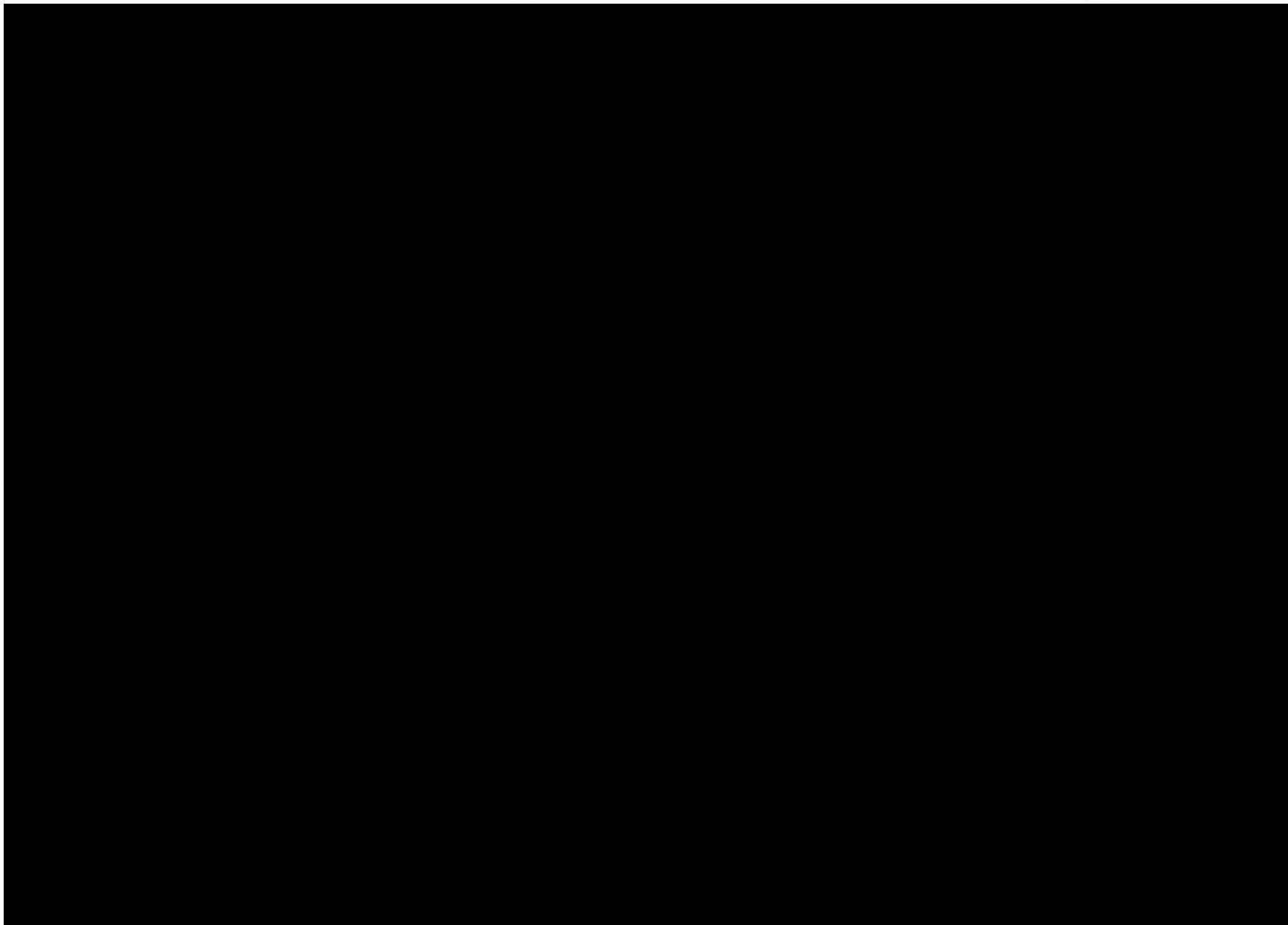


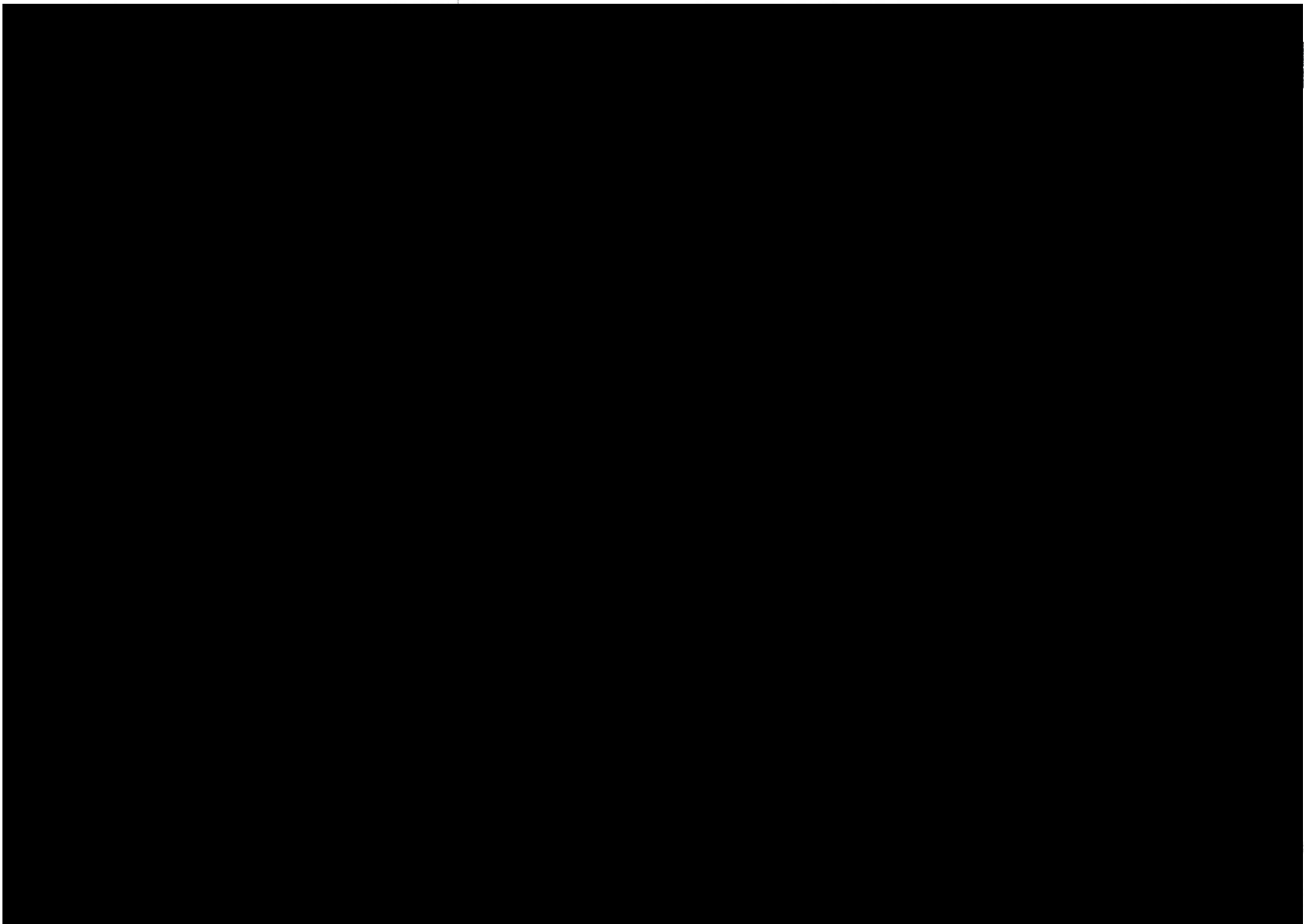


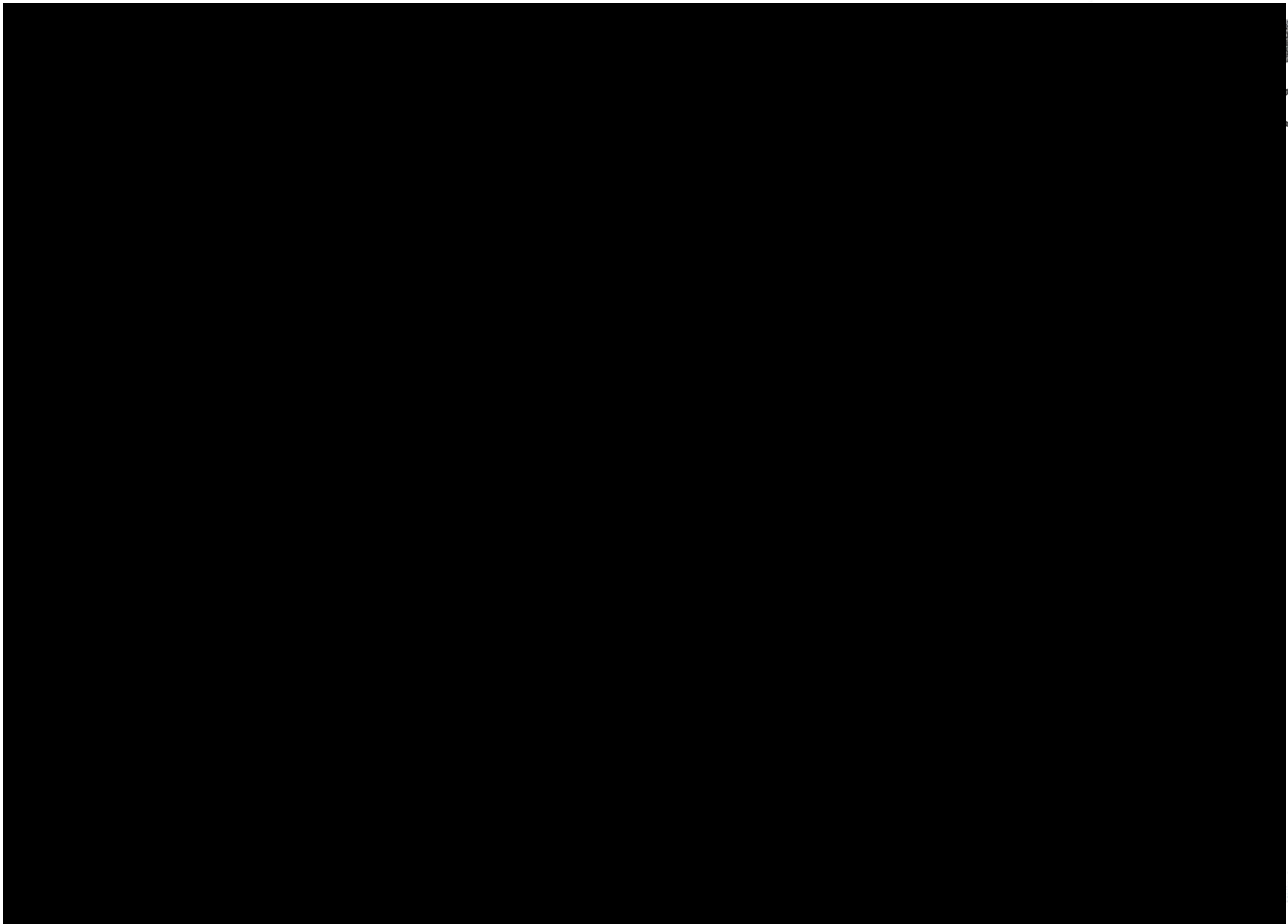






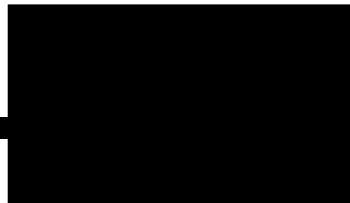
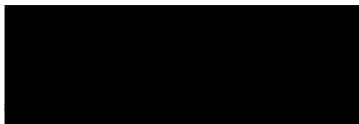
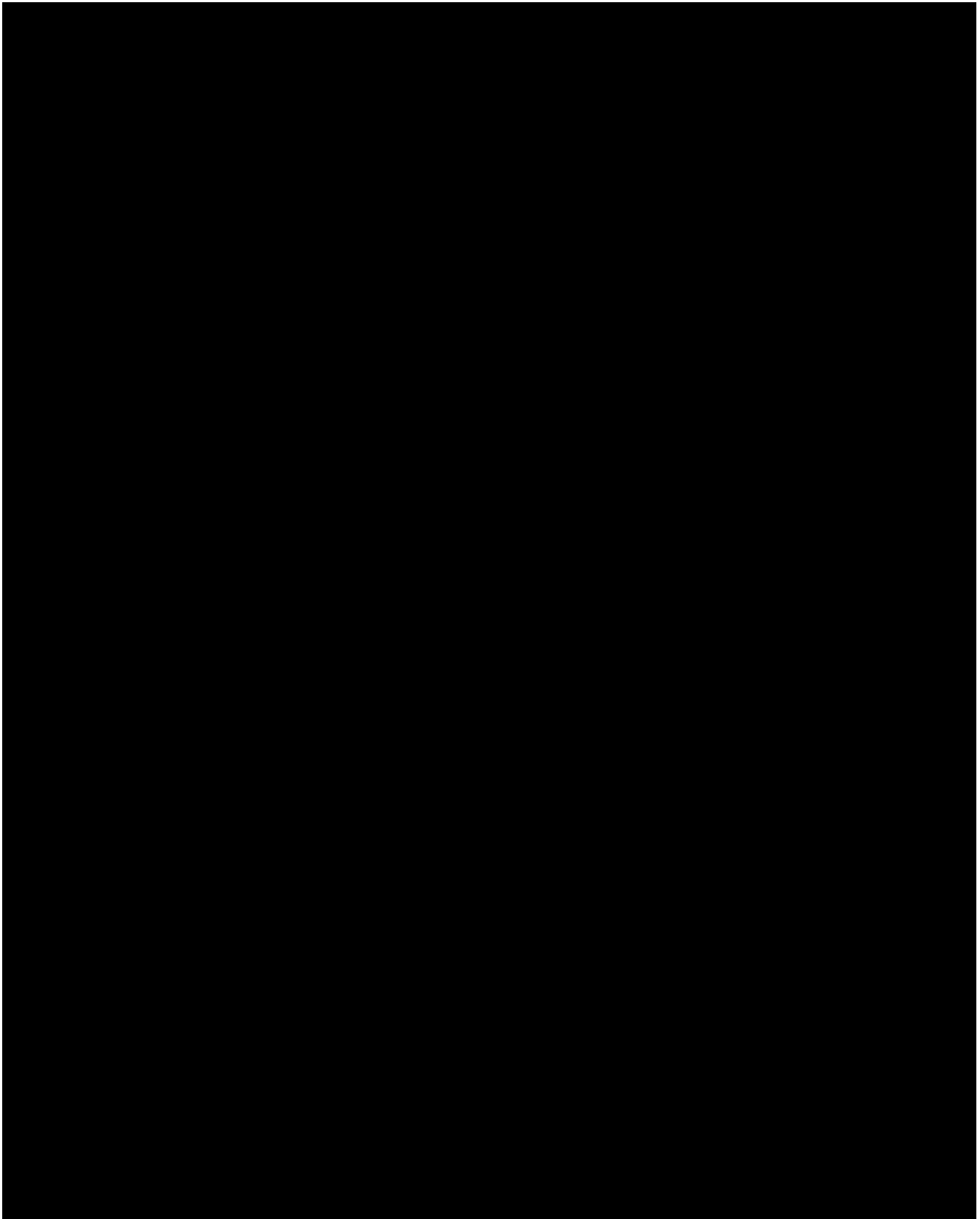


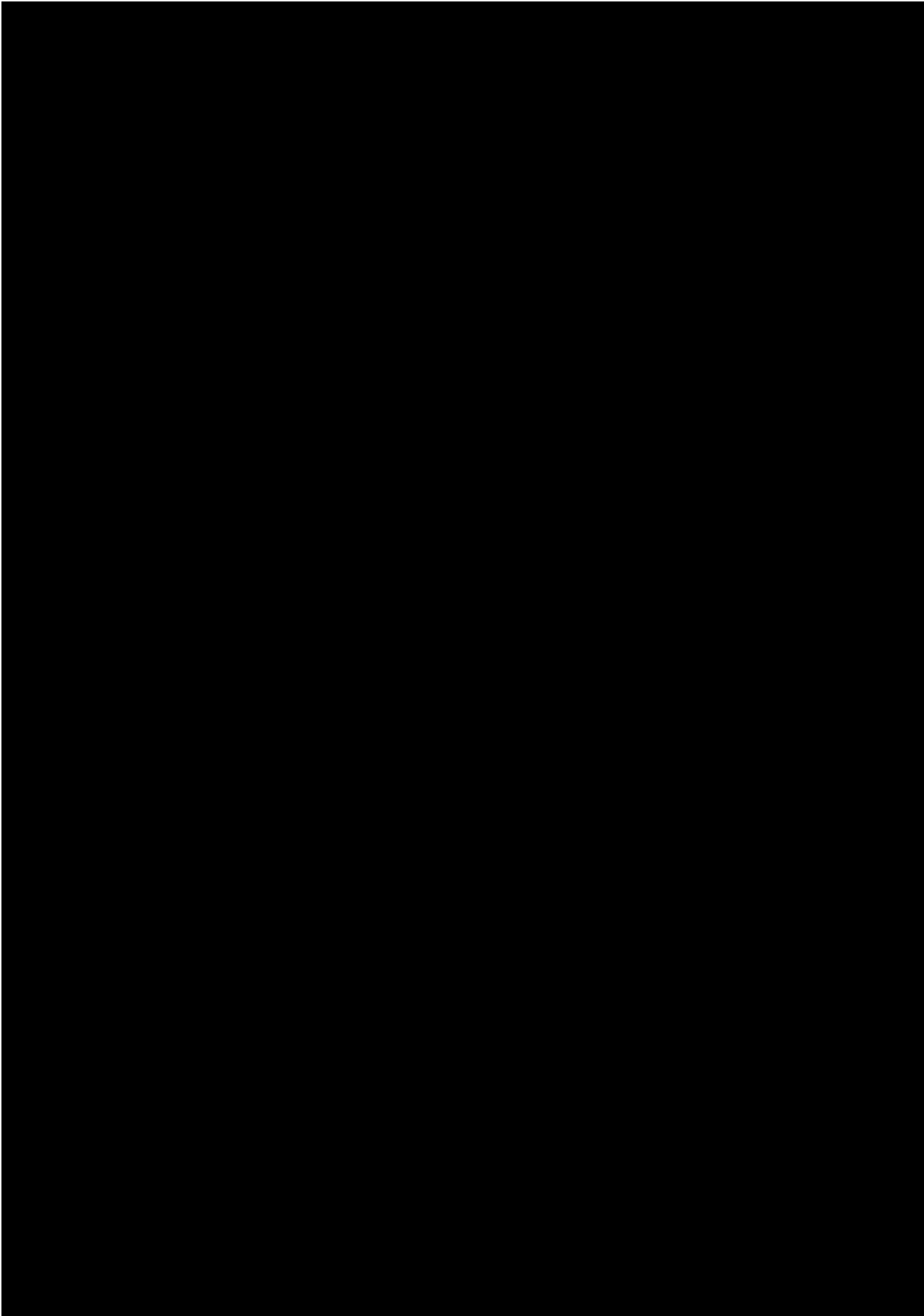


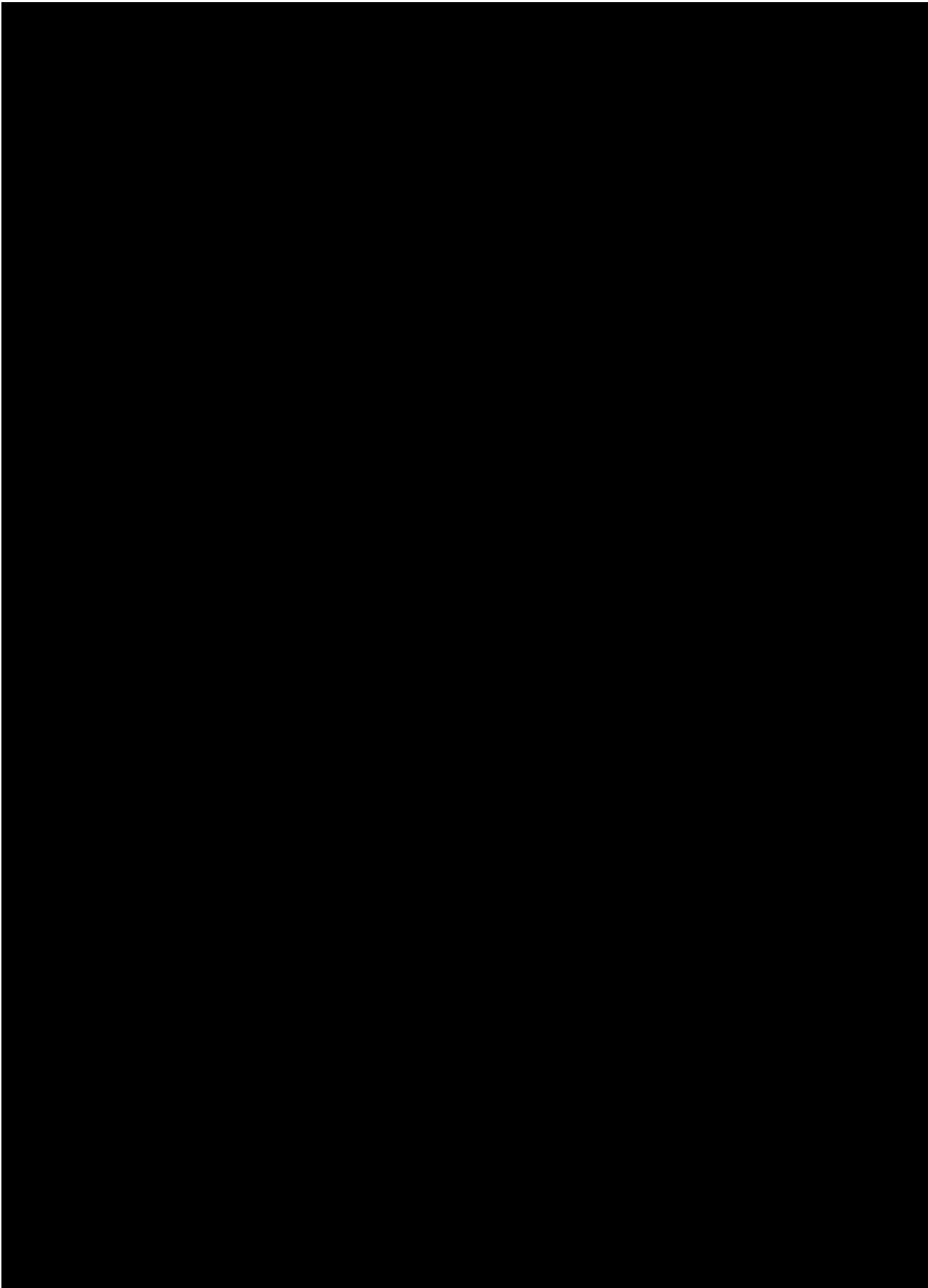




SCHEDULE A25. - [REDACTED]

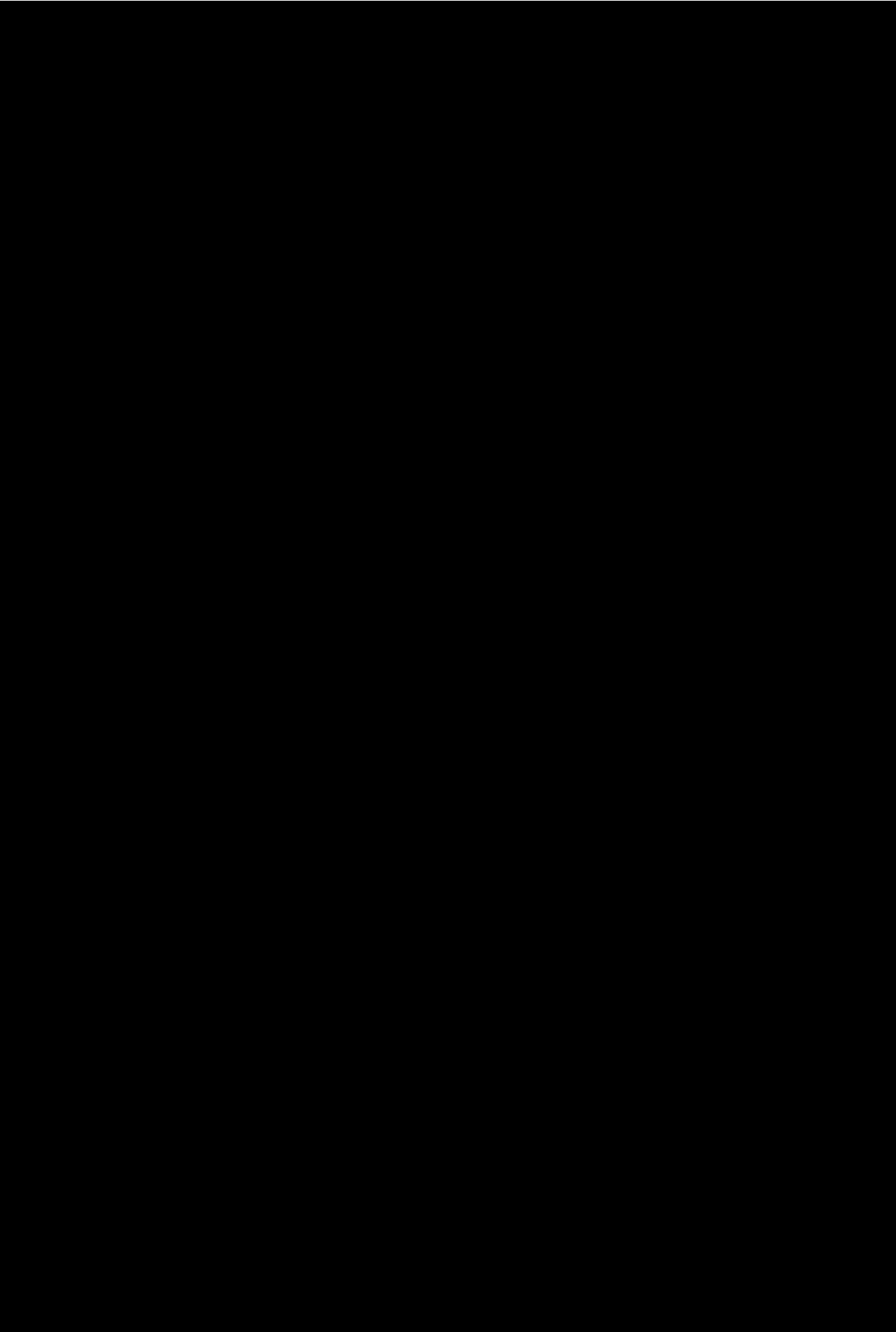


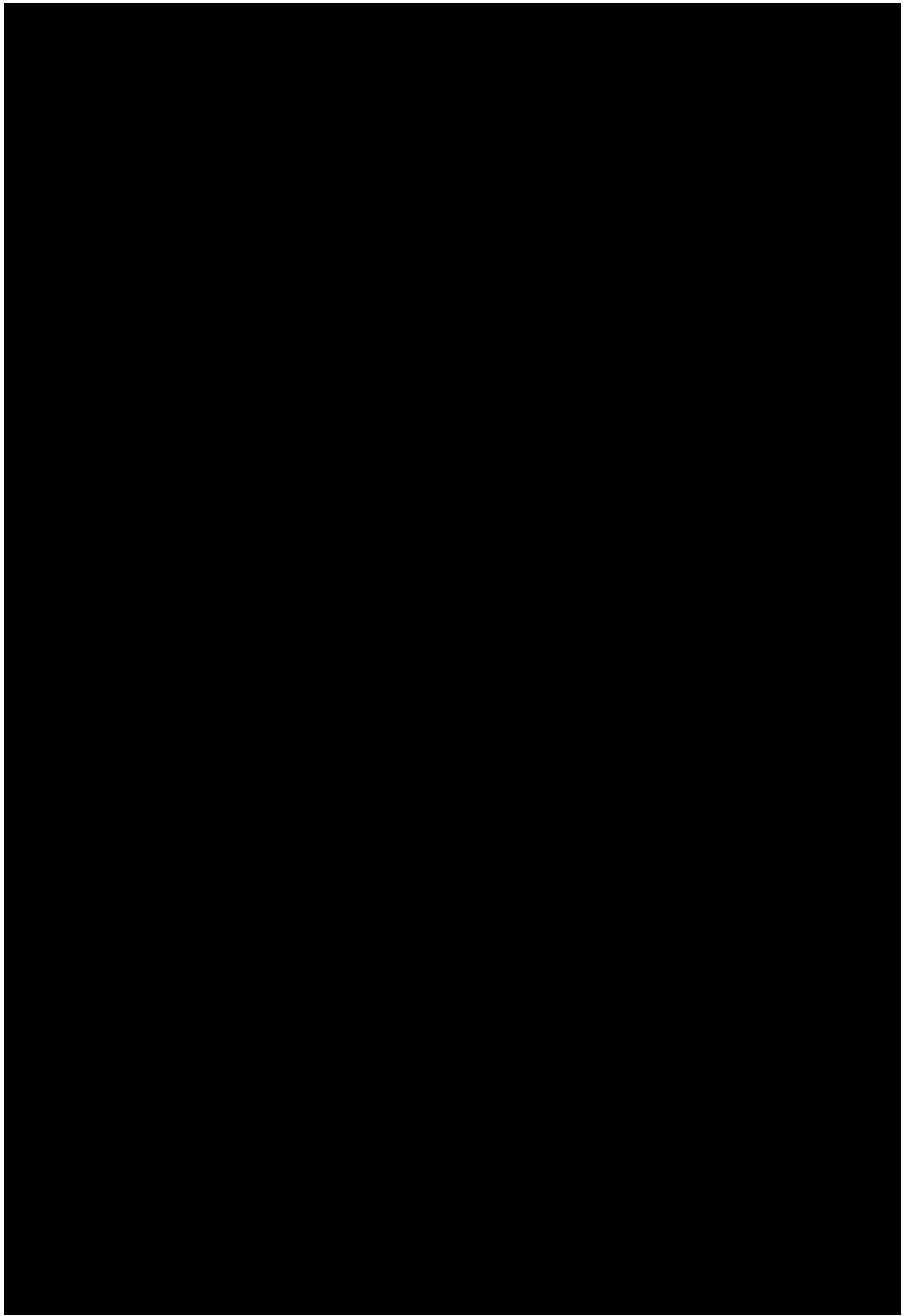


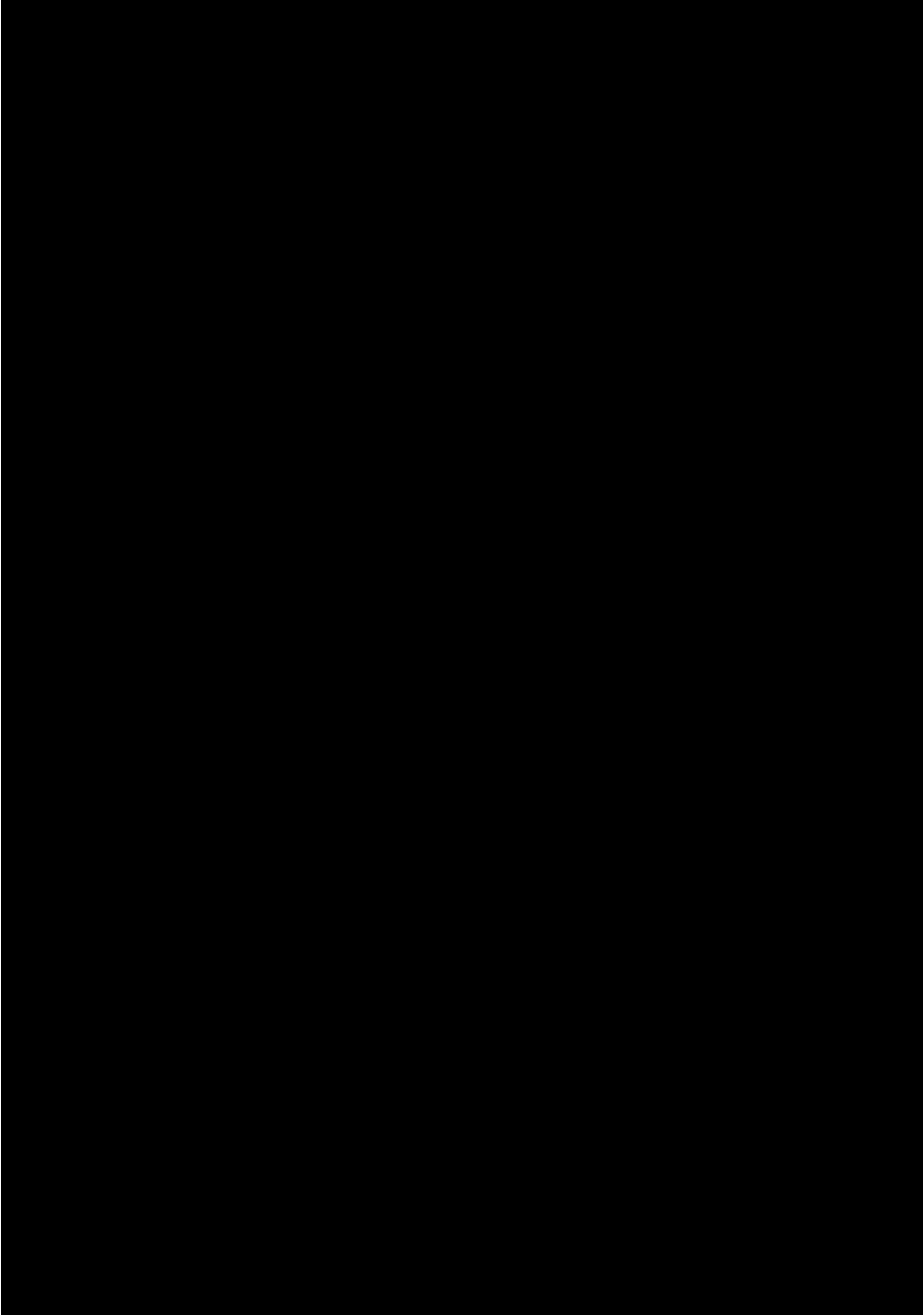


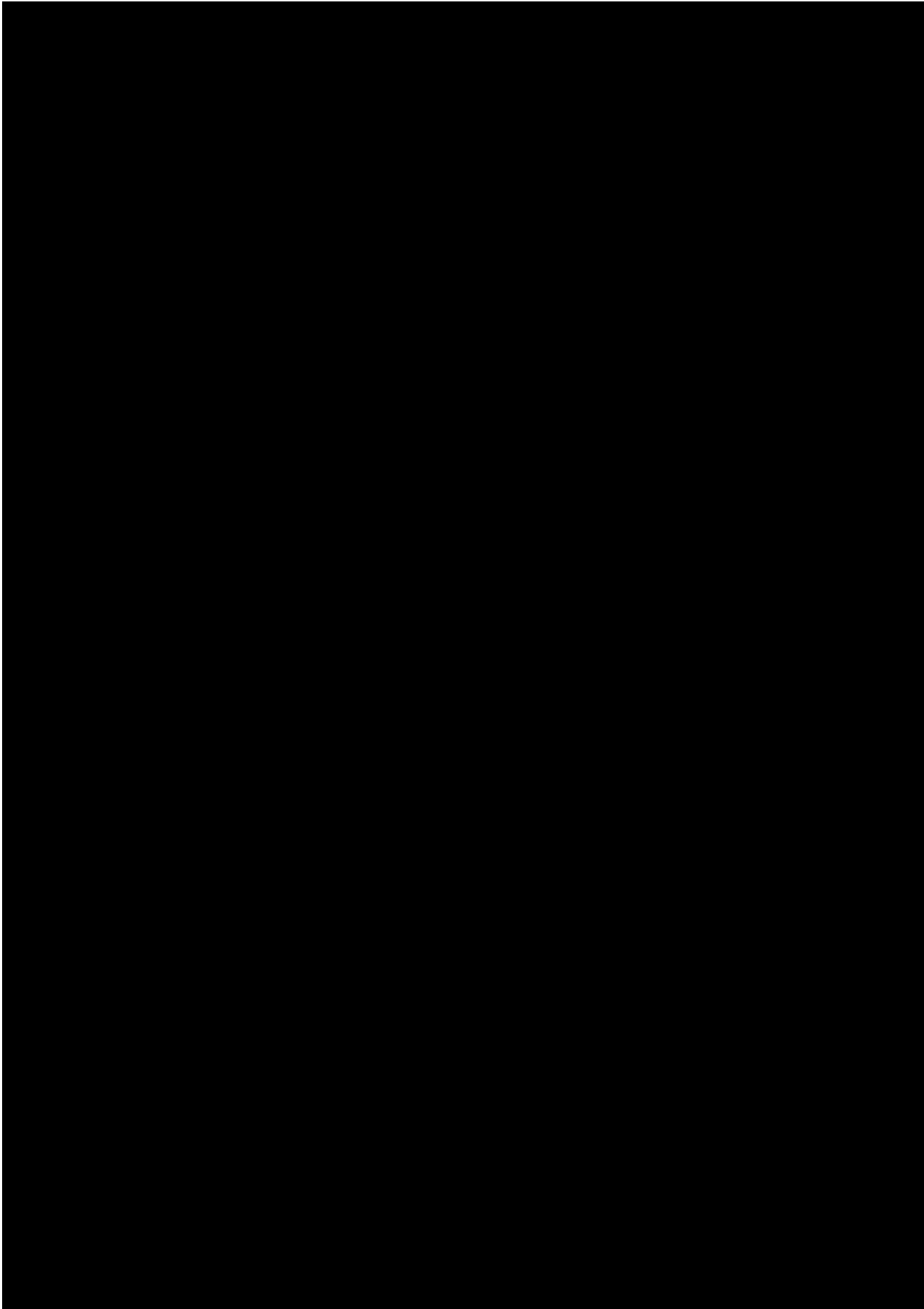
AUSTR



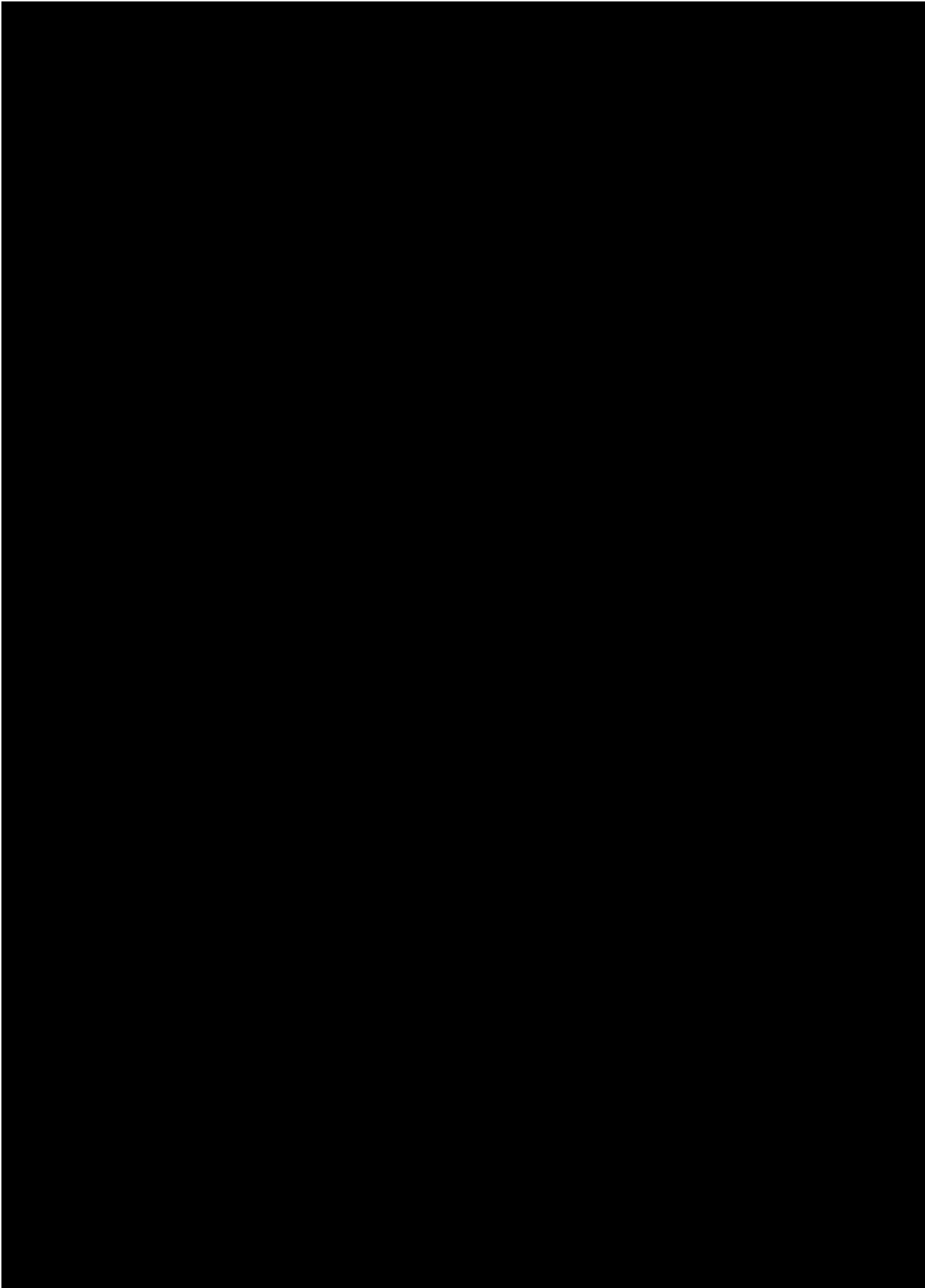






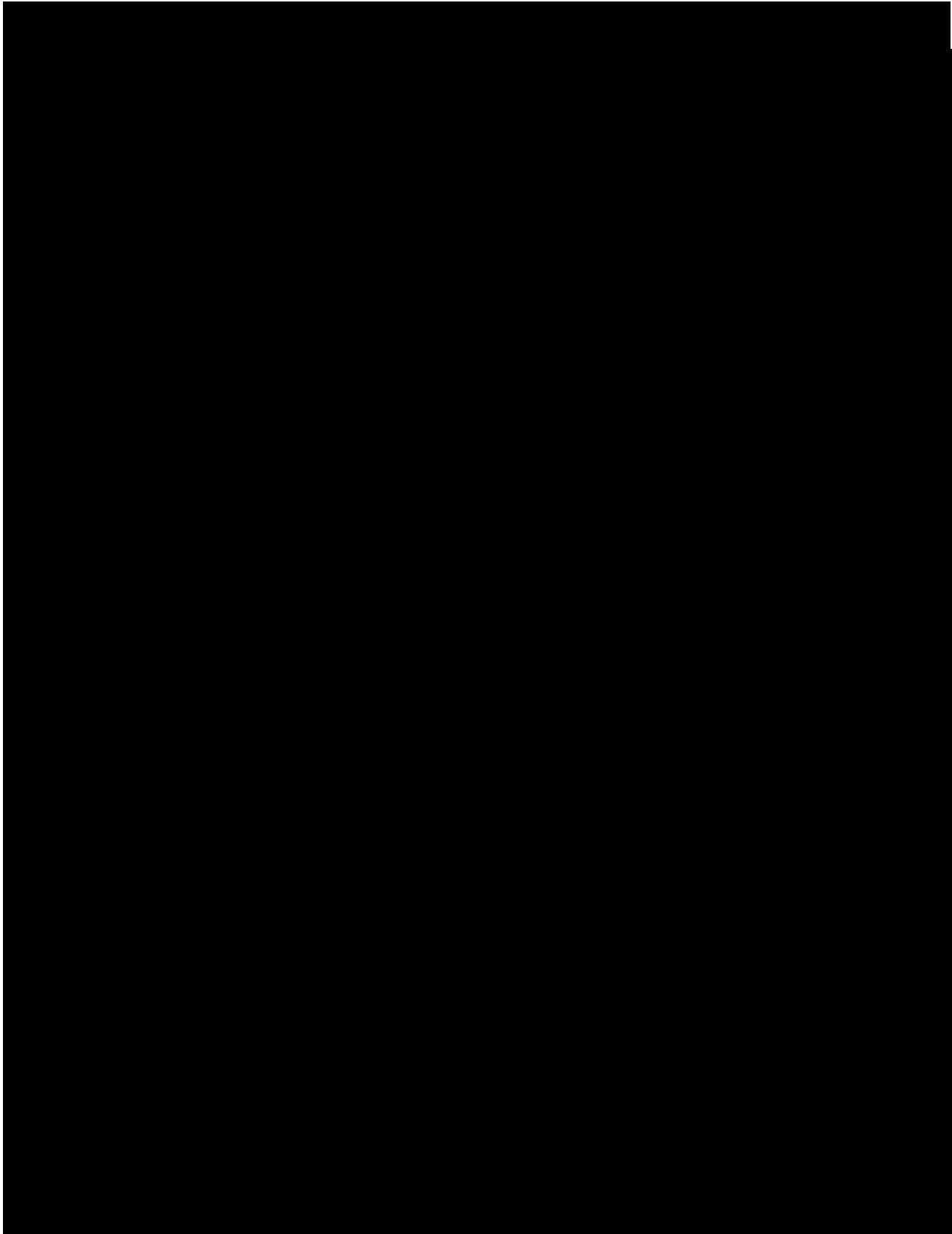


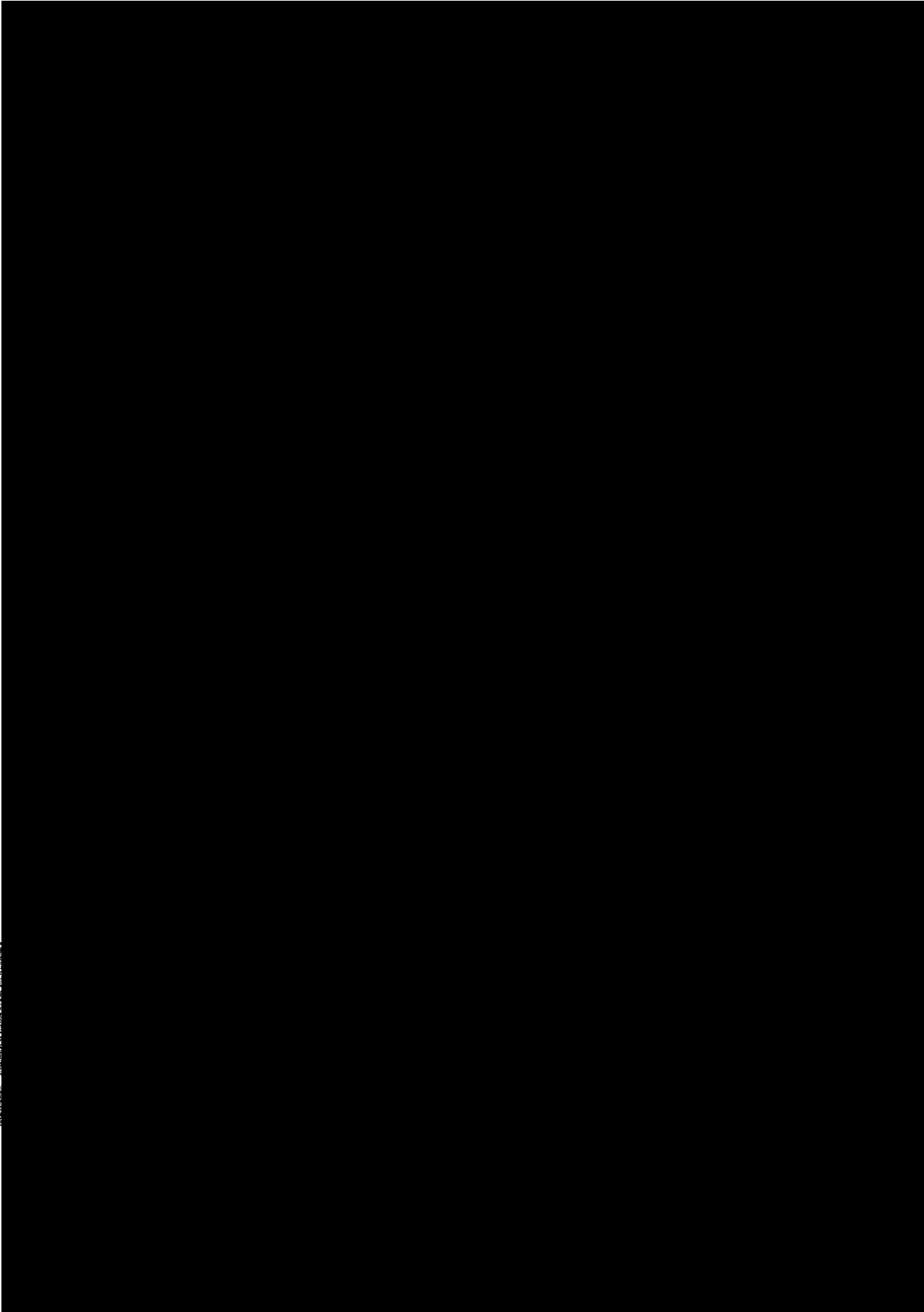
**JOHN  
HOLLAND**



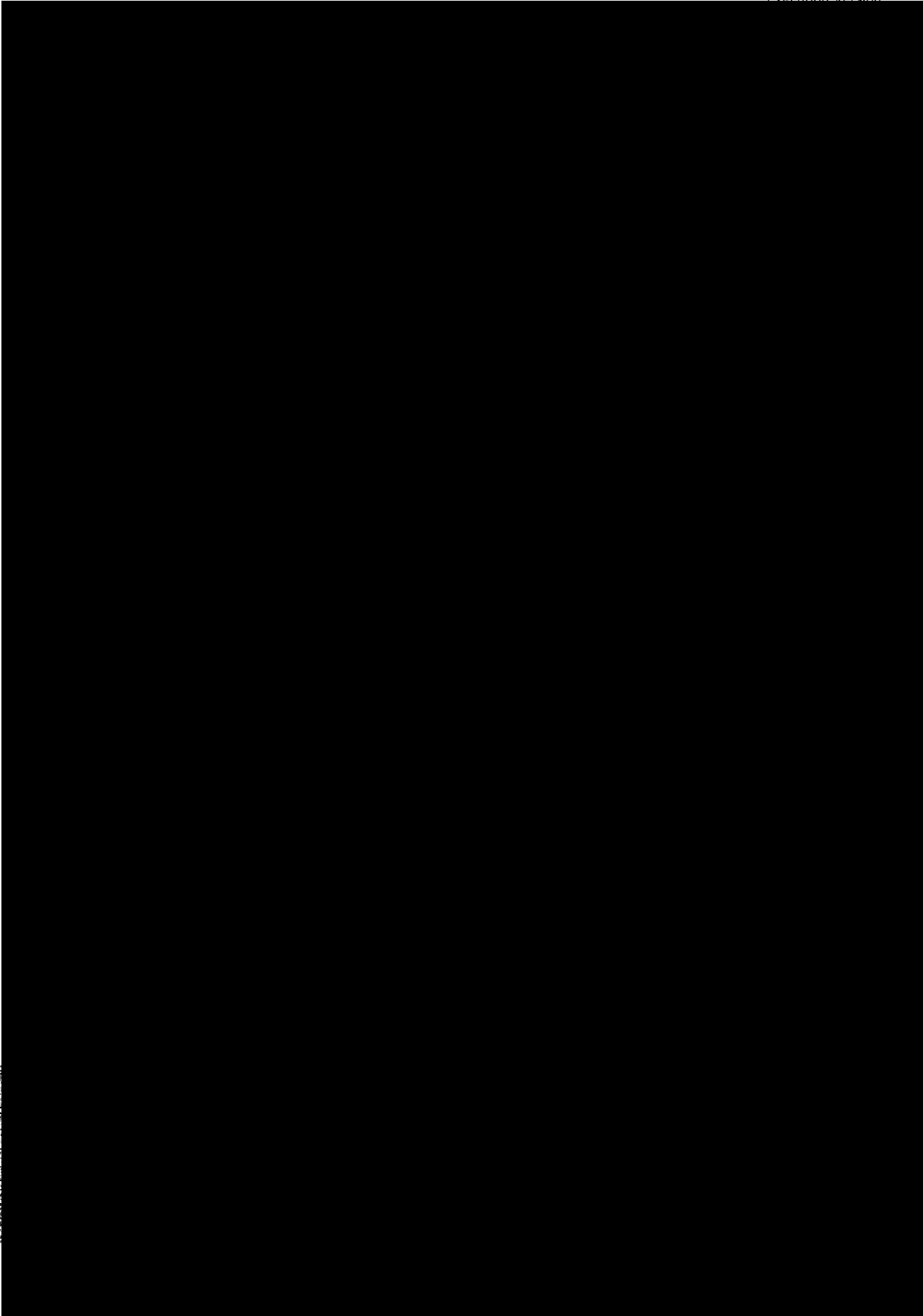


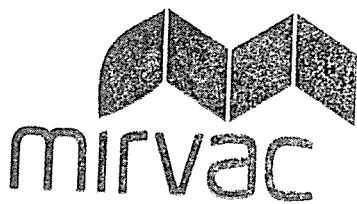
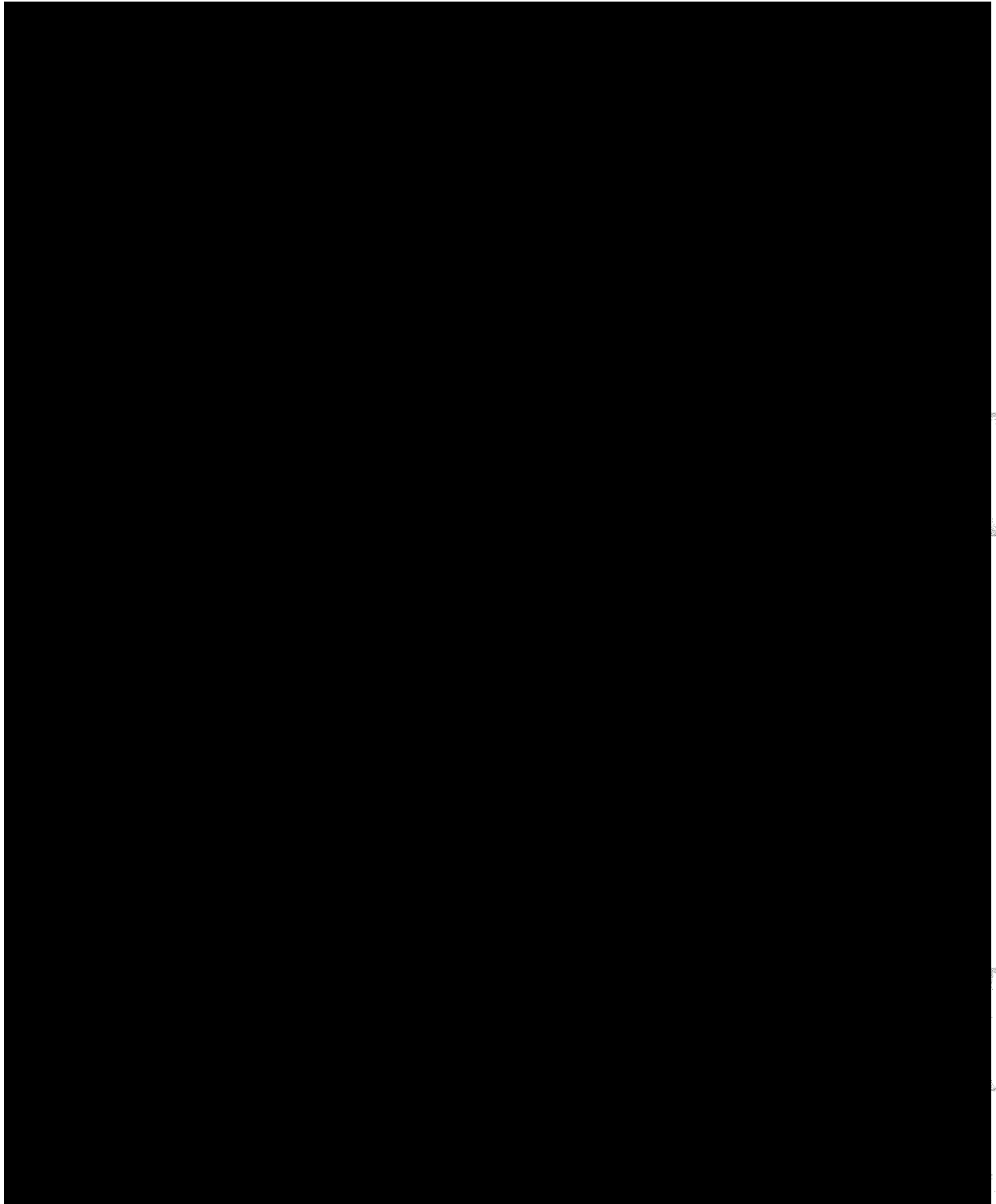
**SCHEDULE A26. – APPROVED ENGINEER DEED POLL (INSERT THE ENGINEERING DISCIPLINE)**





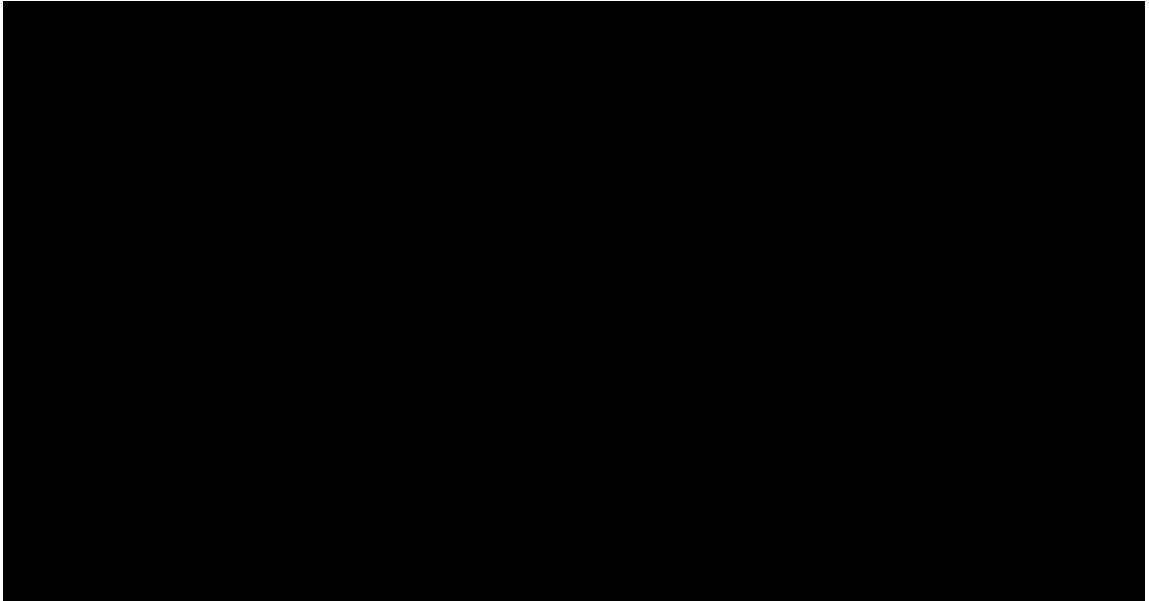
**mirvac**



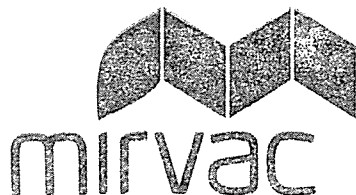


**SCHEDULE A27. – RESIDENTIAL MQD WORKS REQUIREMENTS**

(Schedule A2)

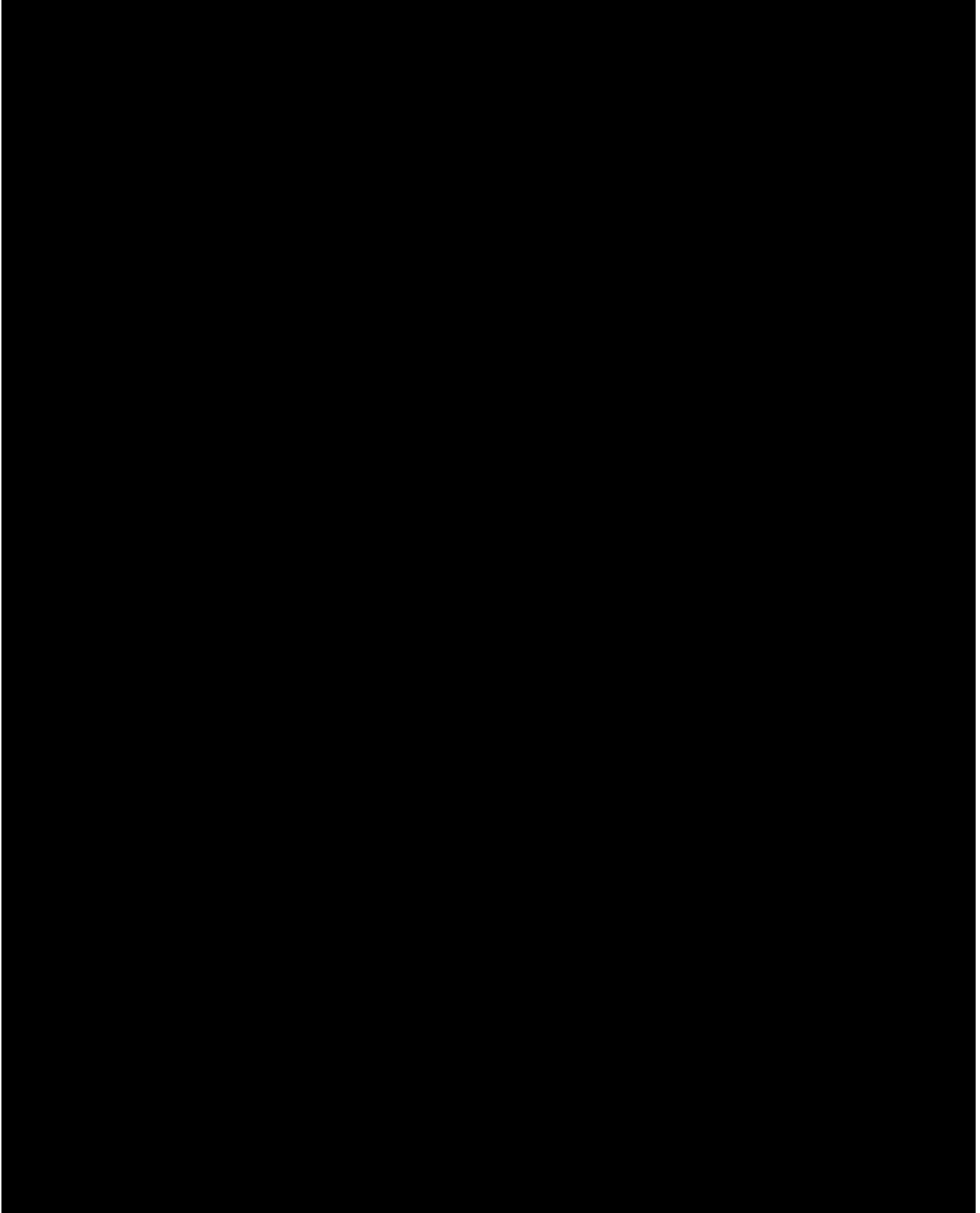


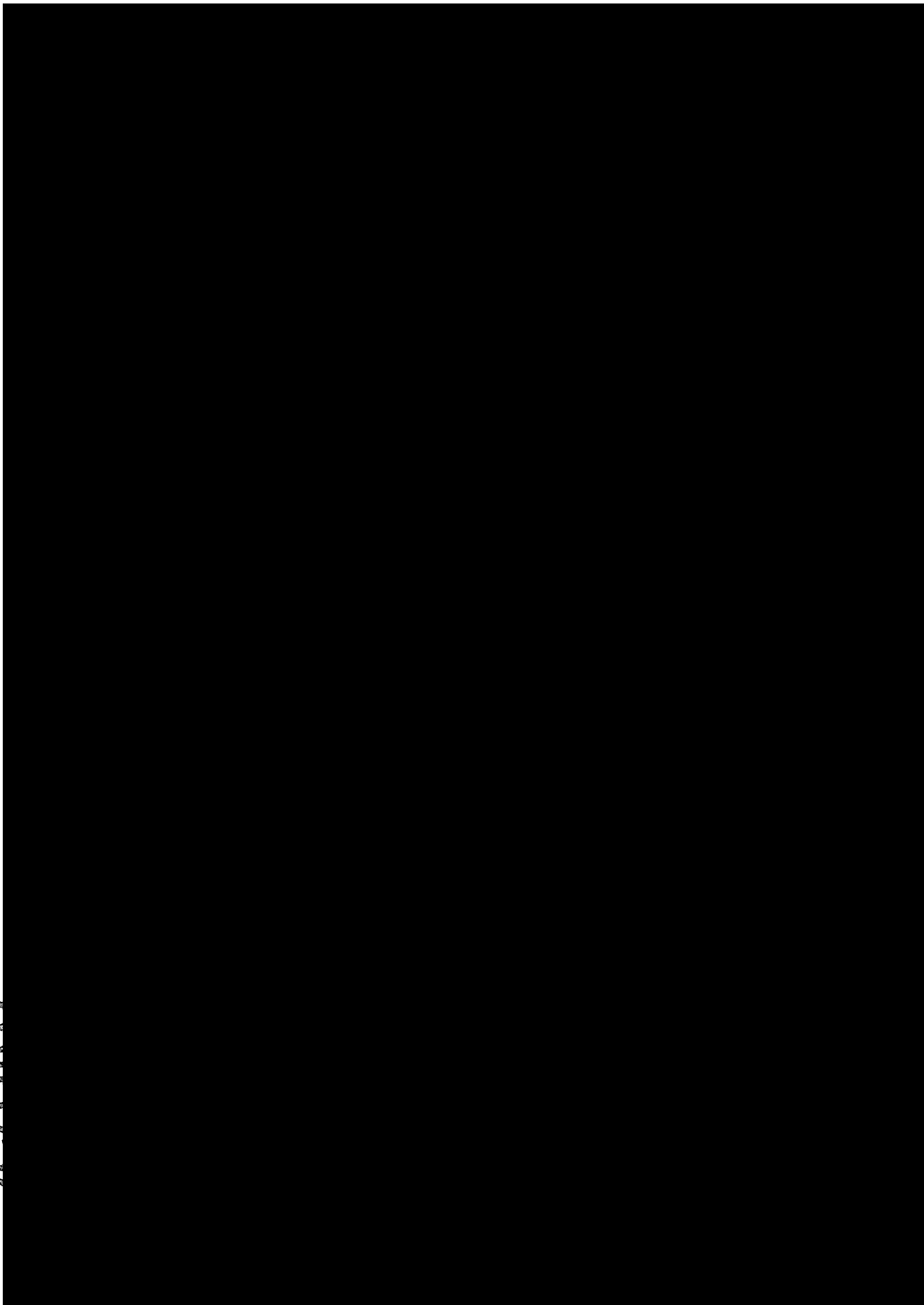
**JOHN  
HOLLAND**



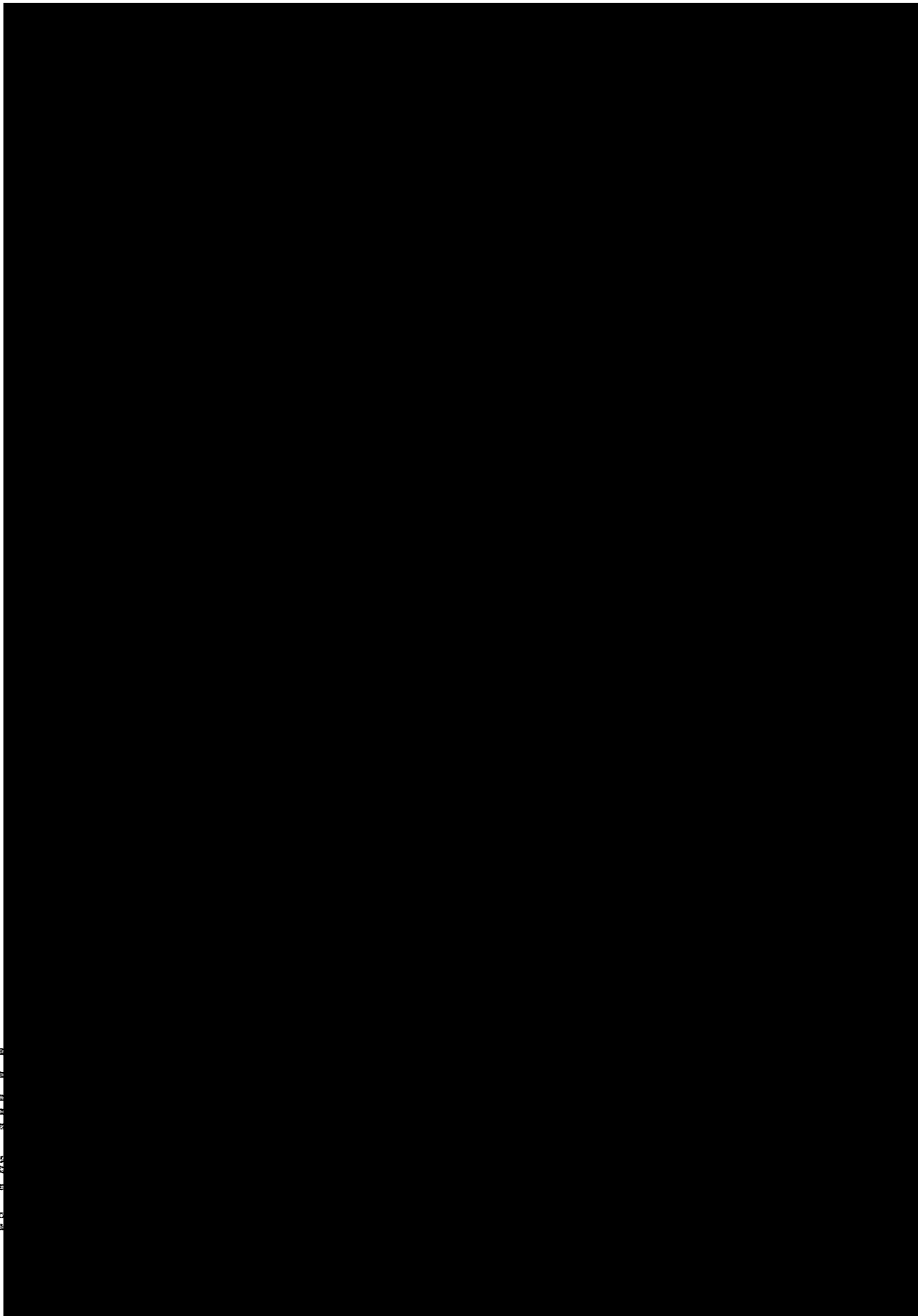
**SCHEDULE A28. – MQD REQUIREMENTS (PRECINCT)**

(Schedule A2)

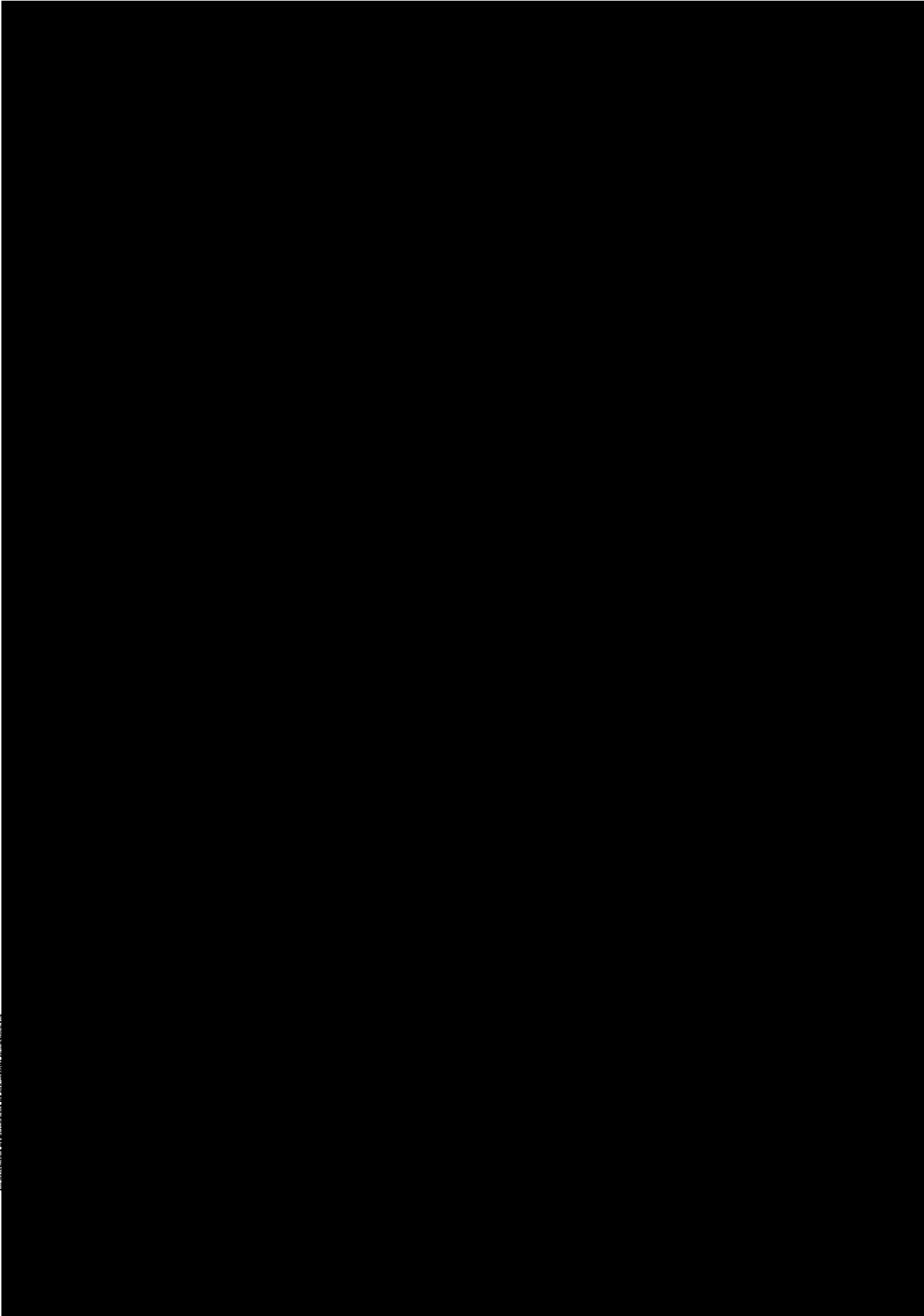


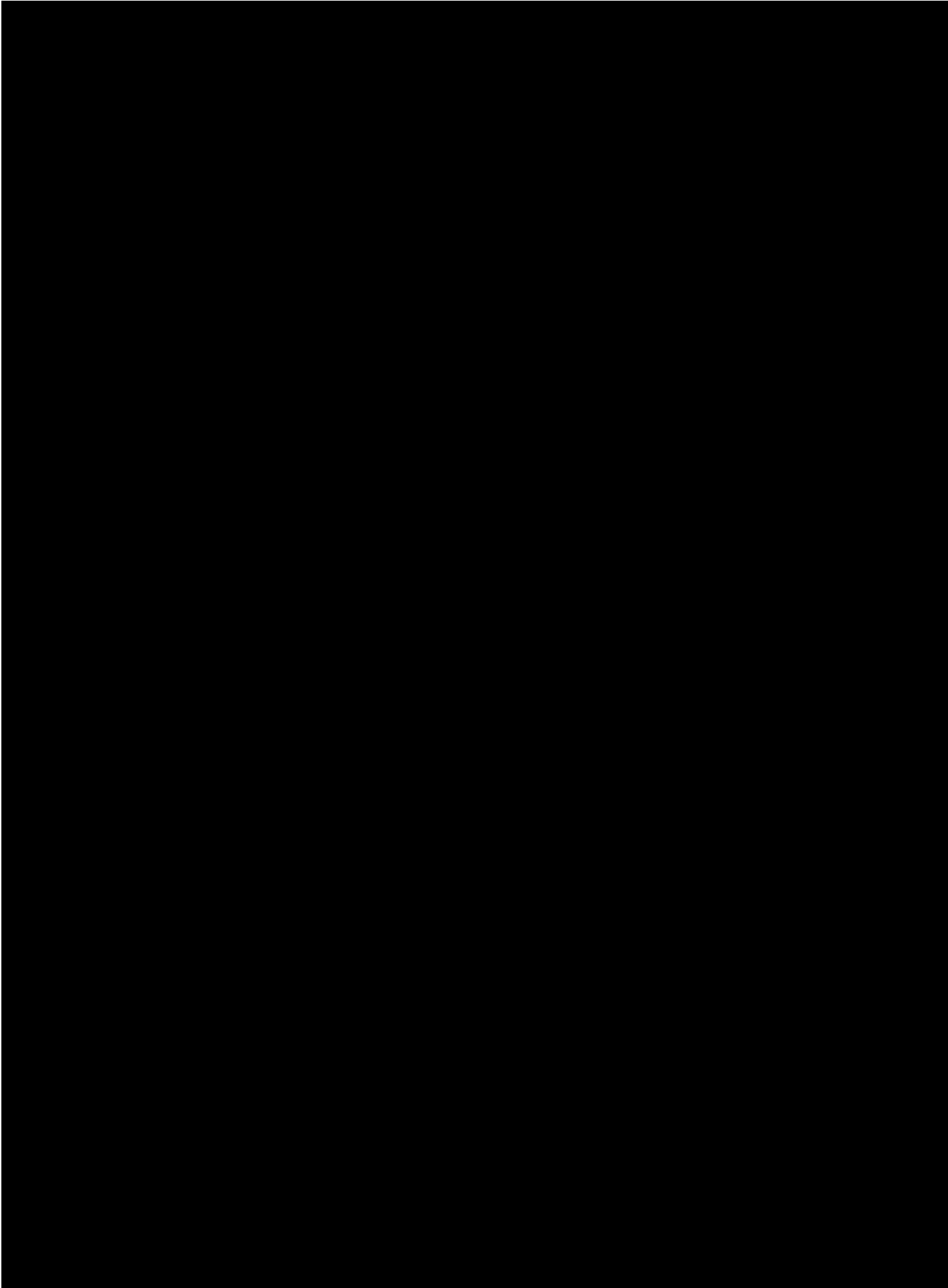


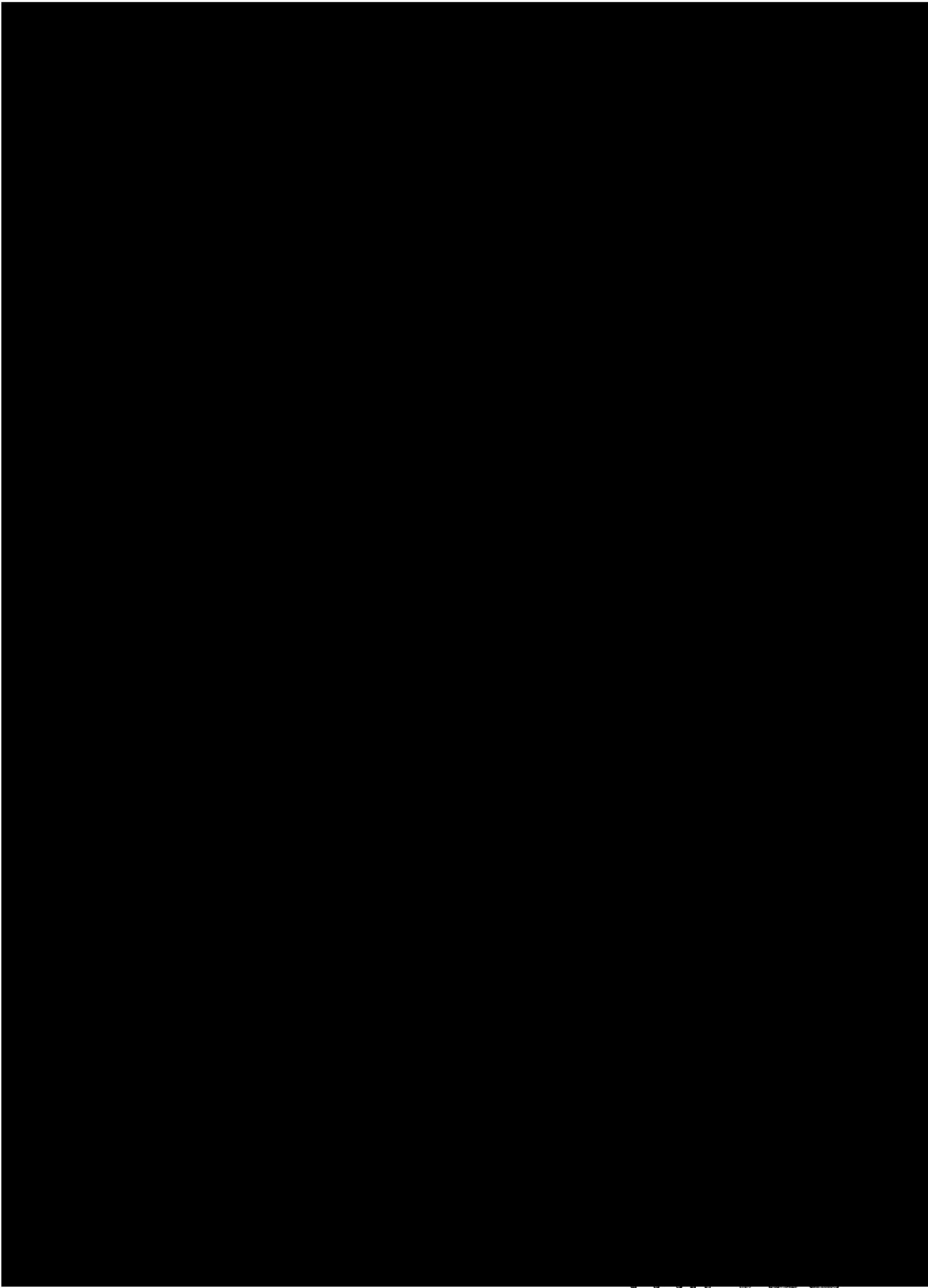
TRAVEL





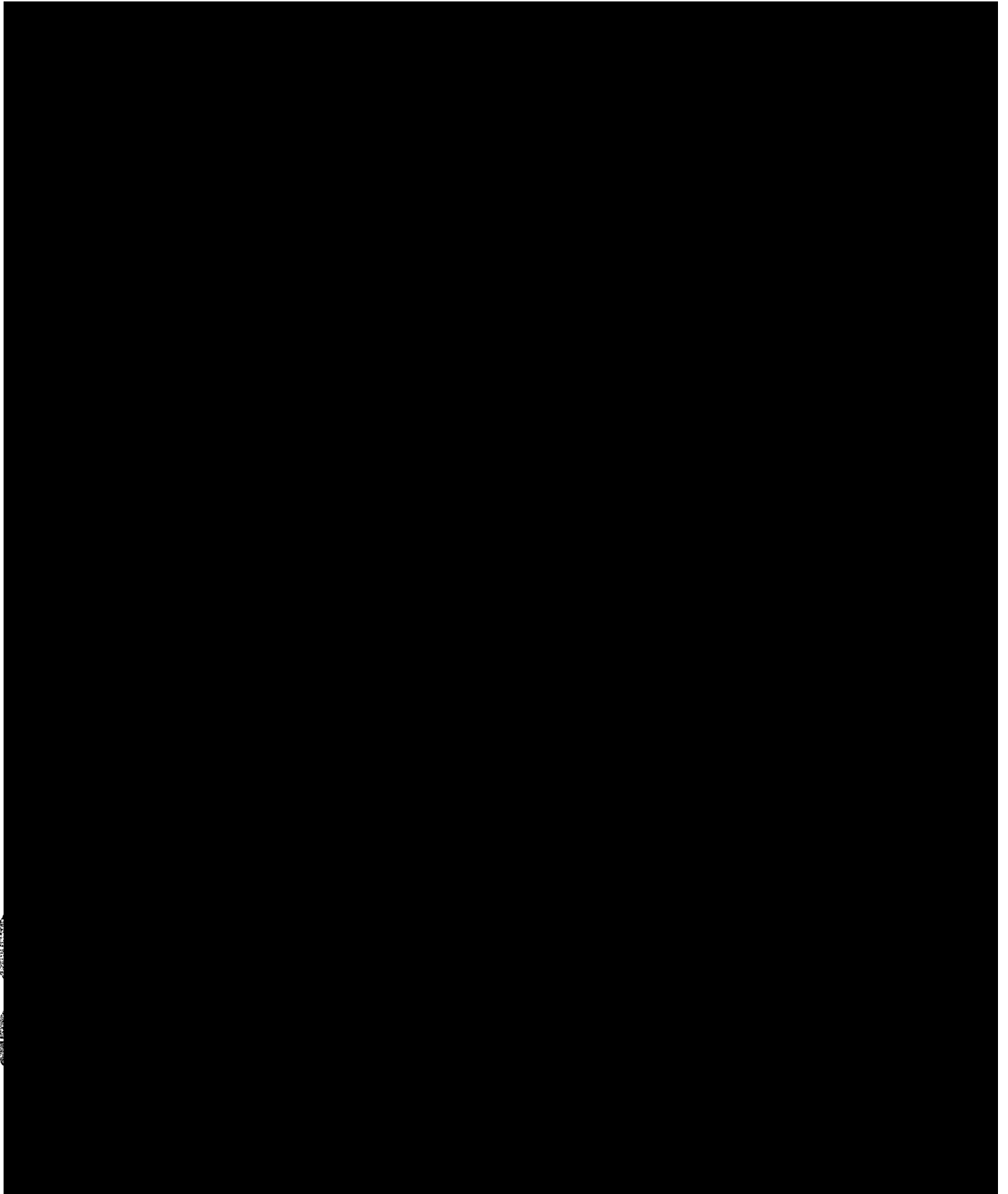


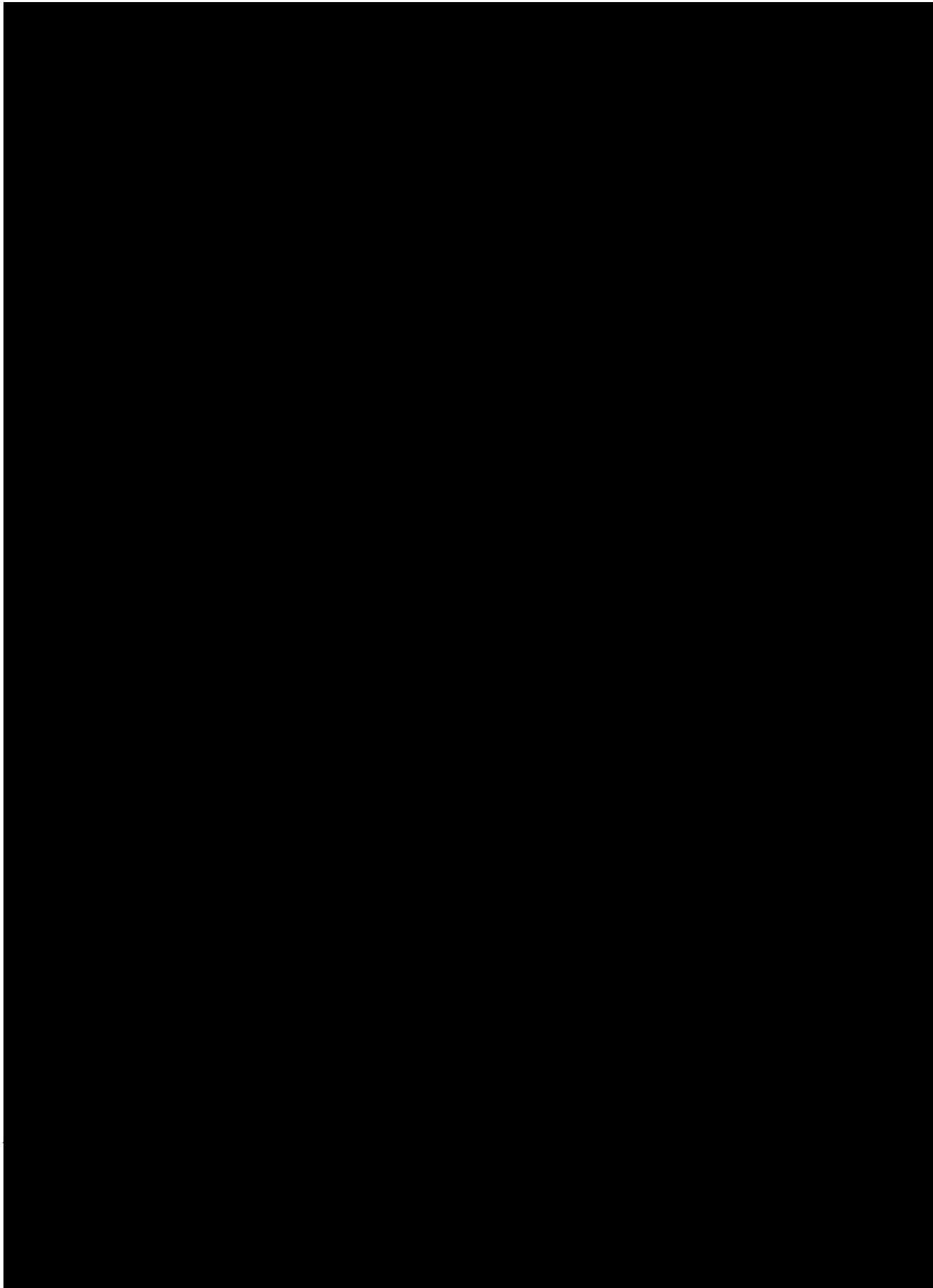


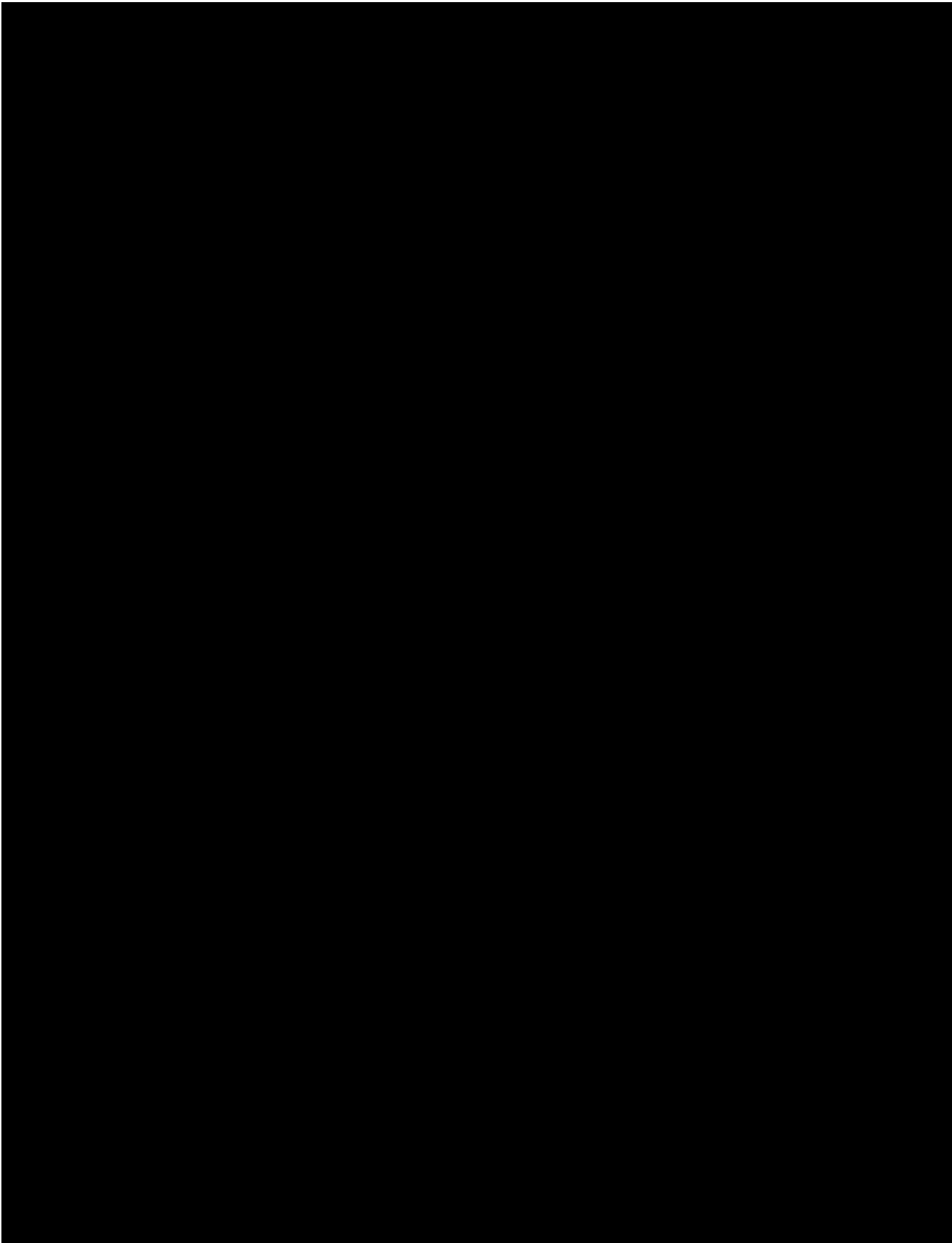


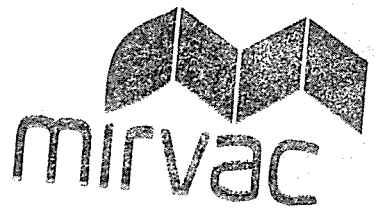
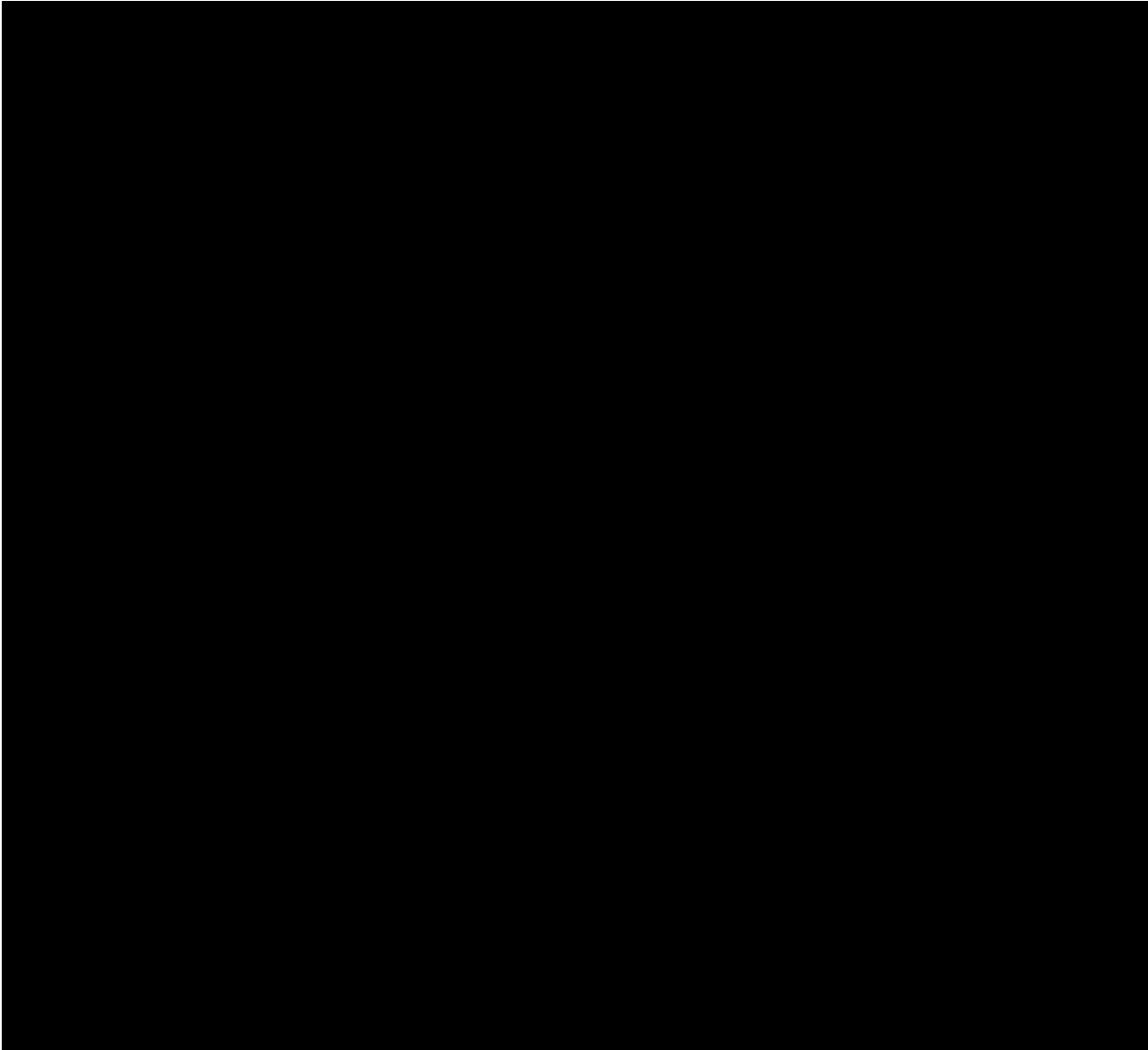
**SCHEDULE A29. – MQD WORKS SCHEDULE**

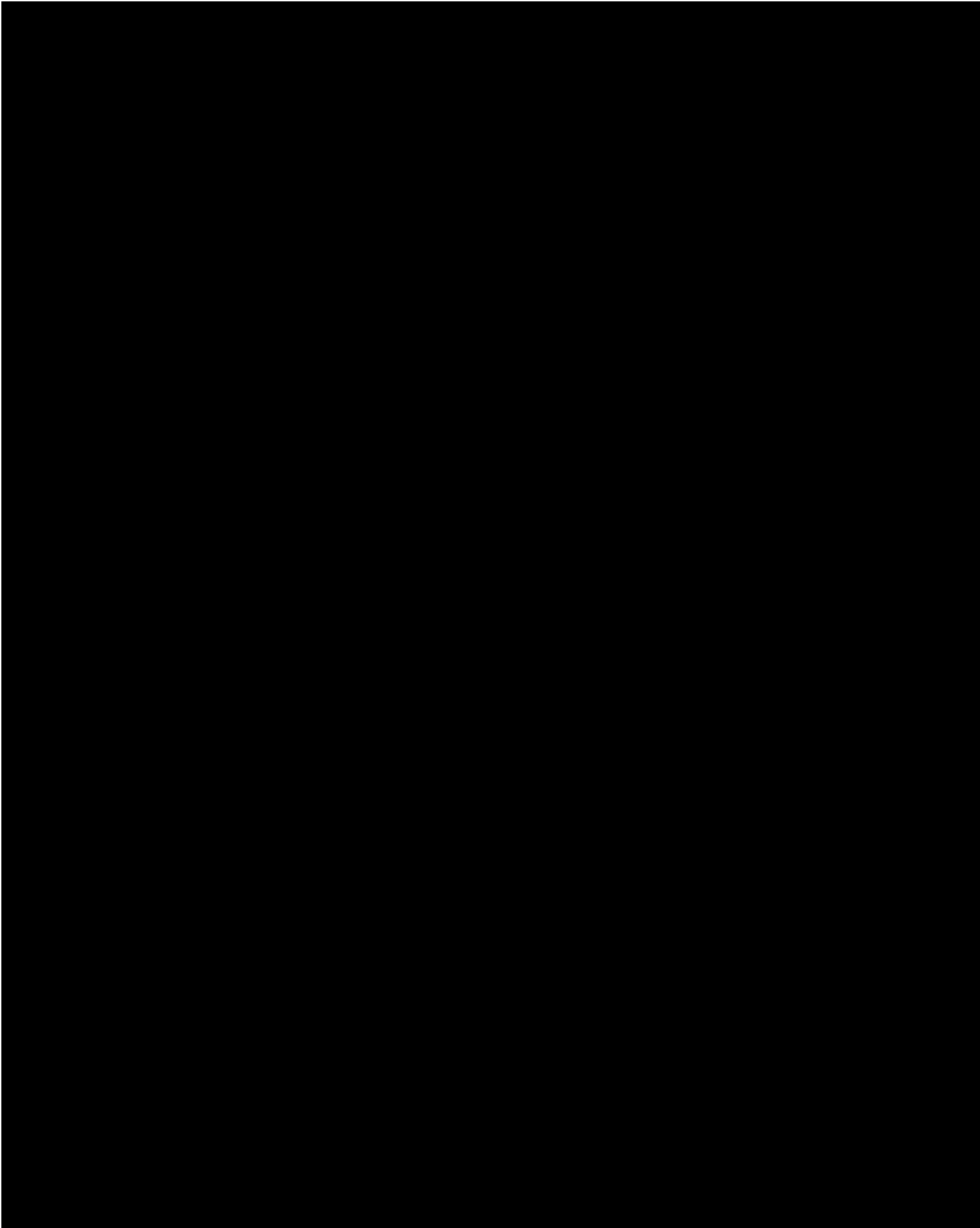
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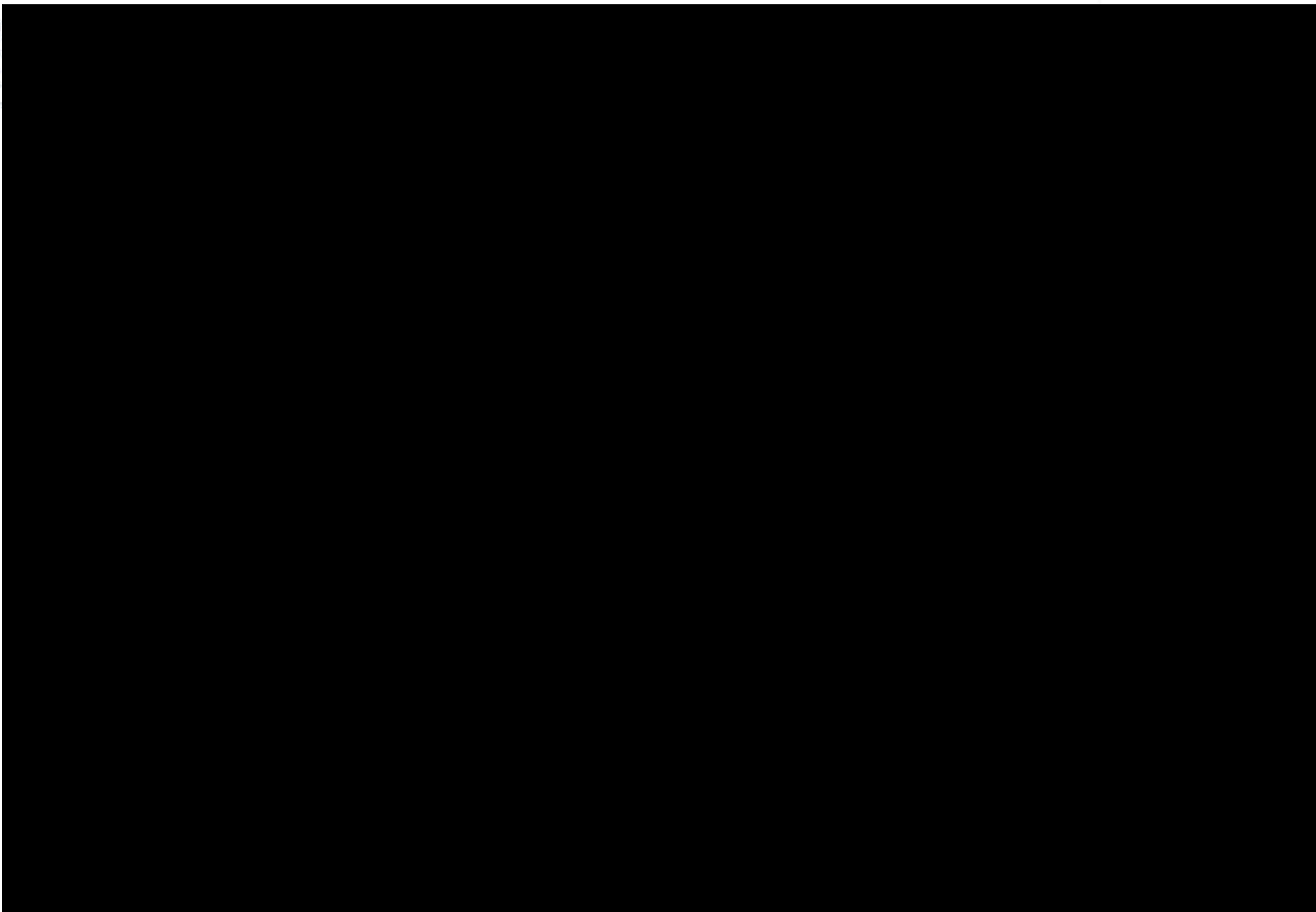


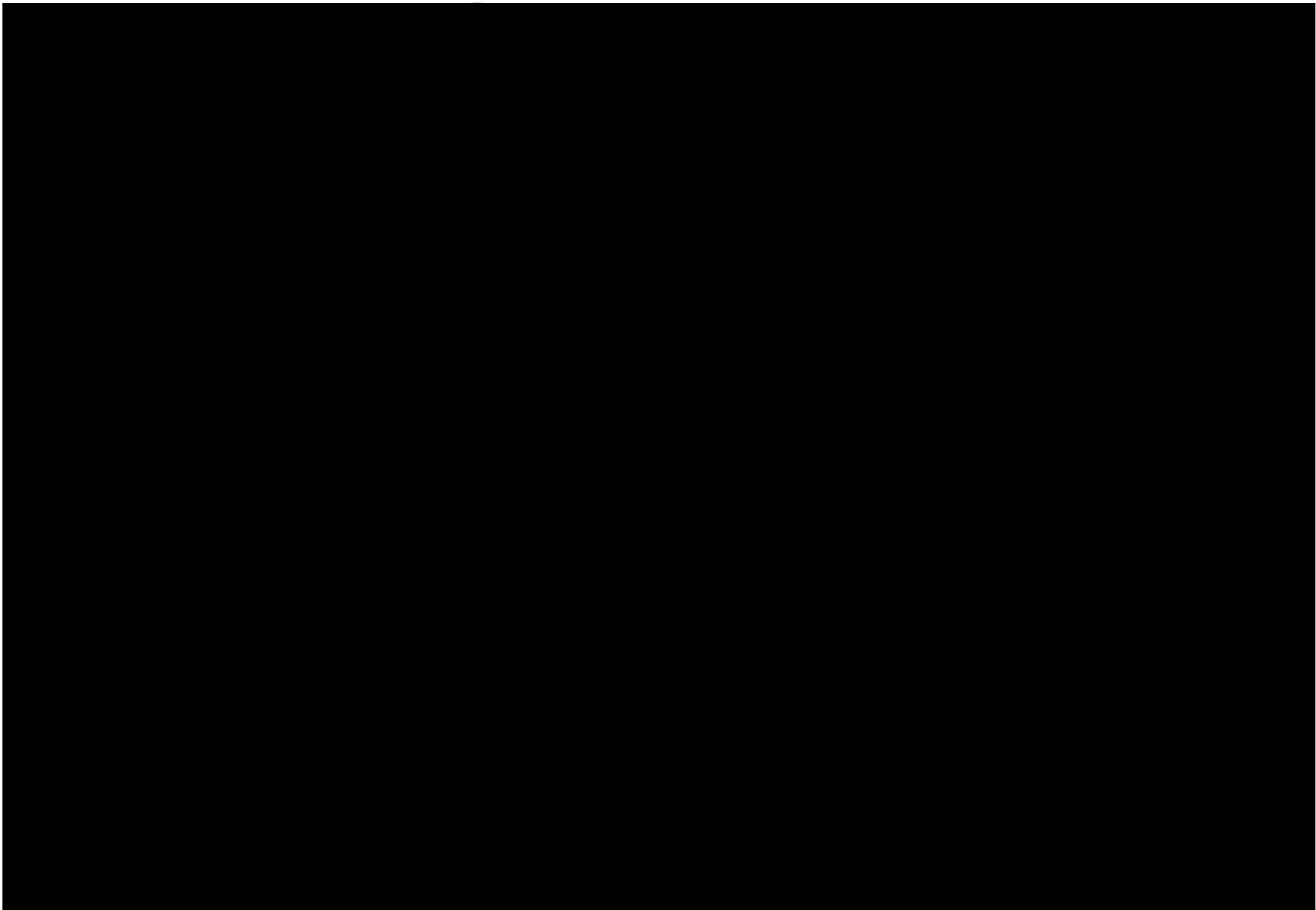


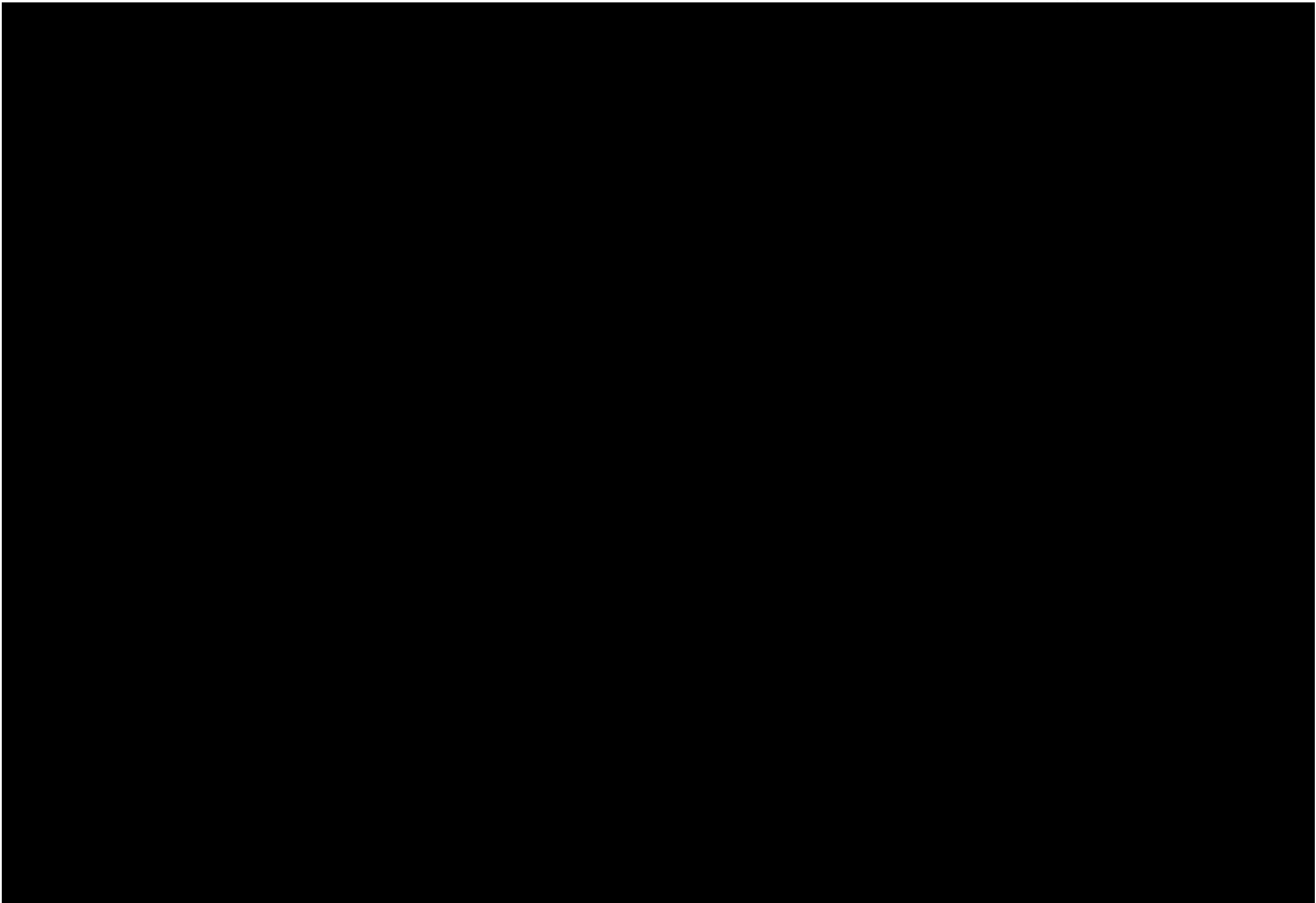


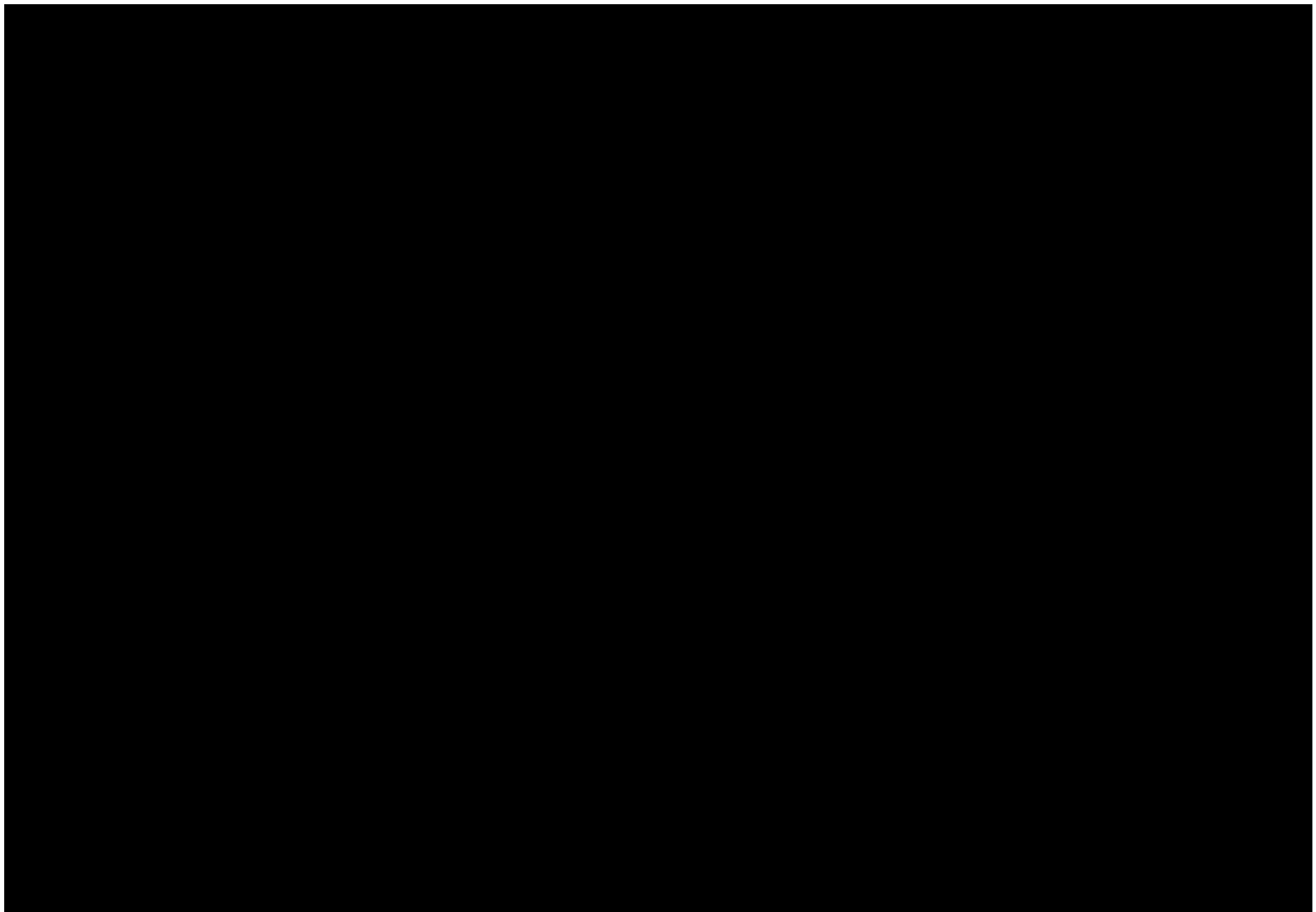




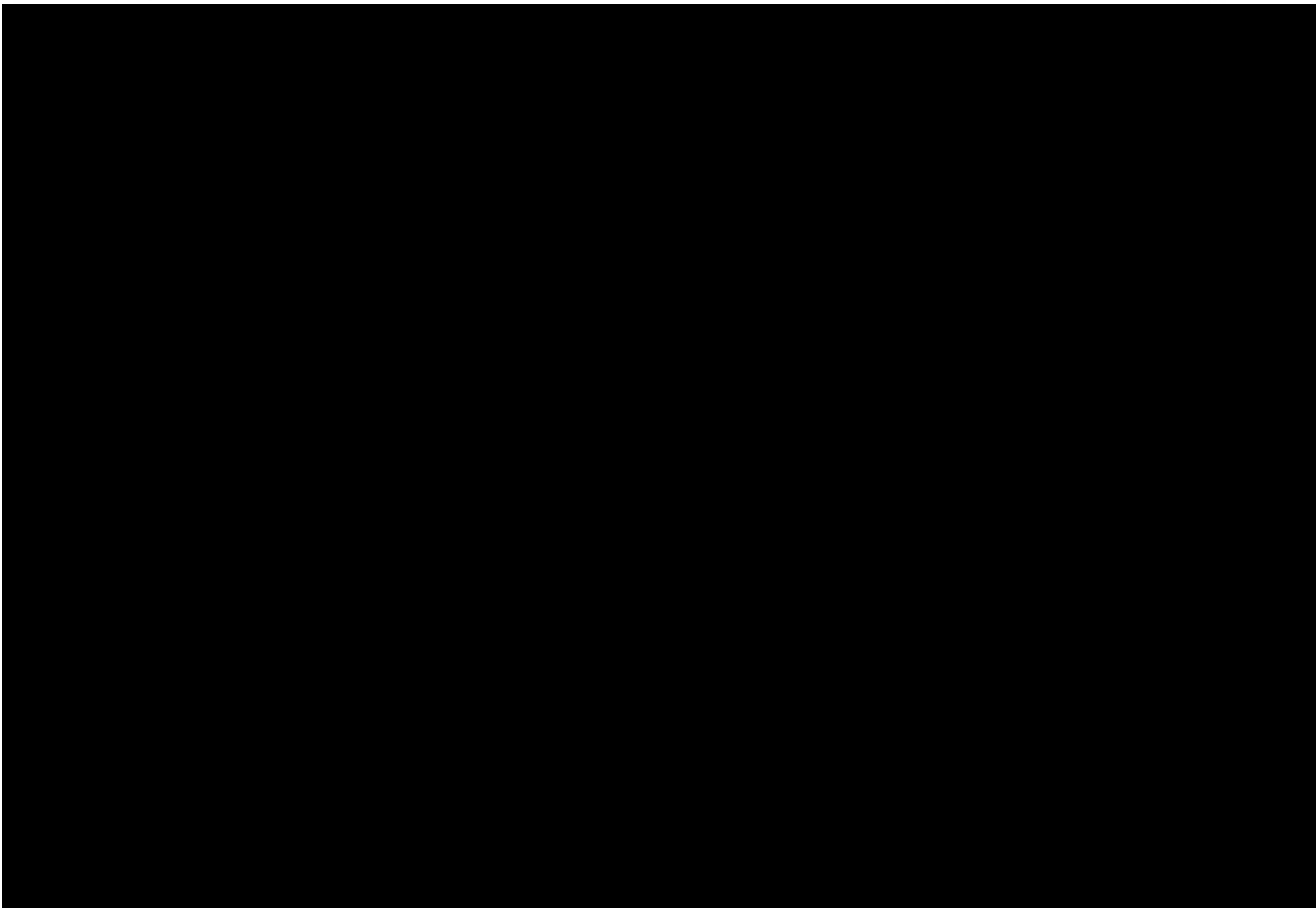


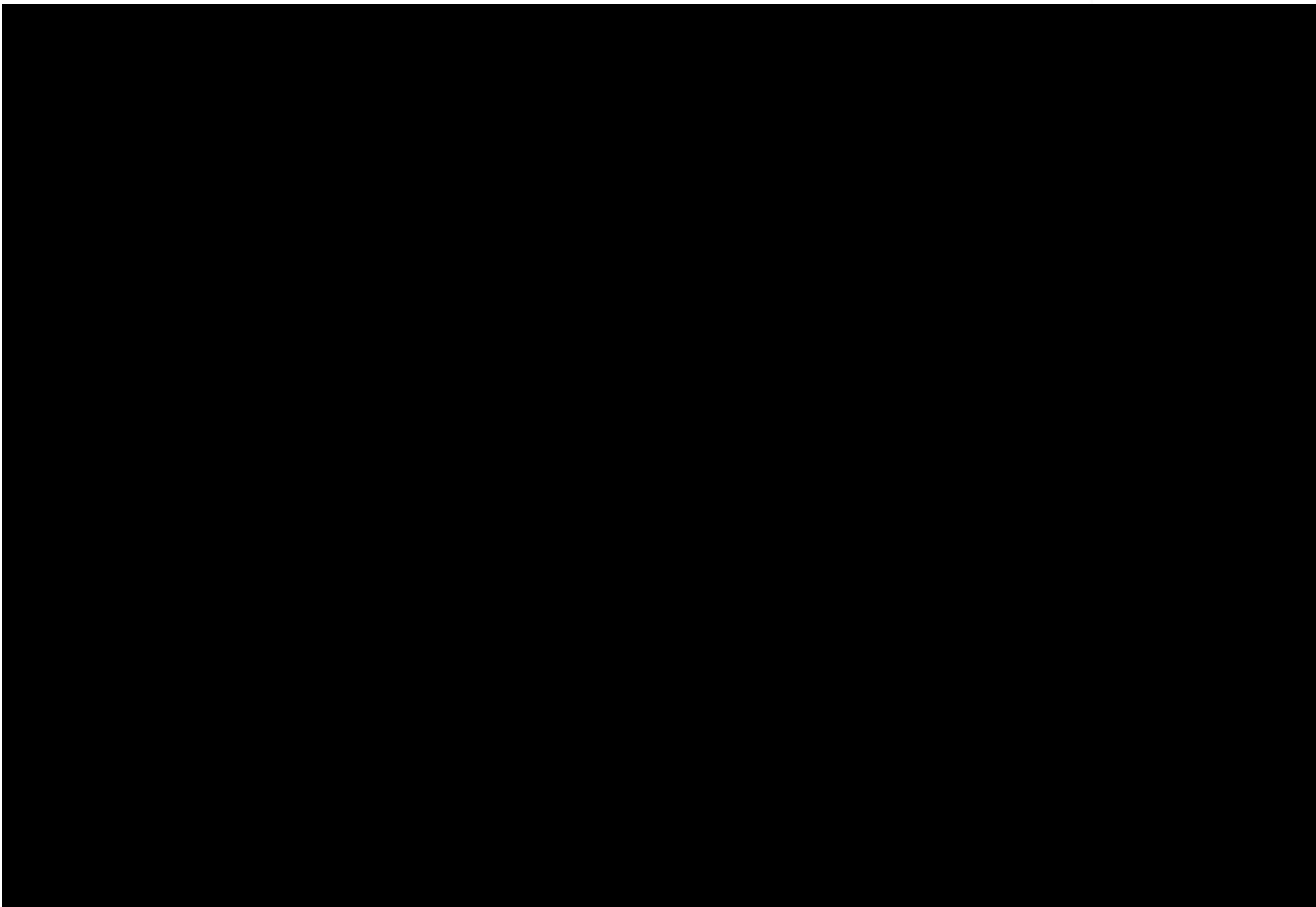


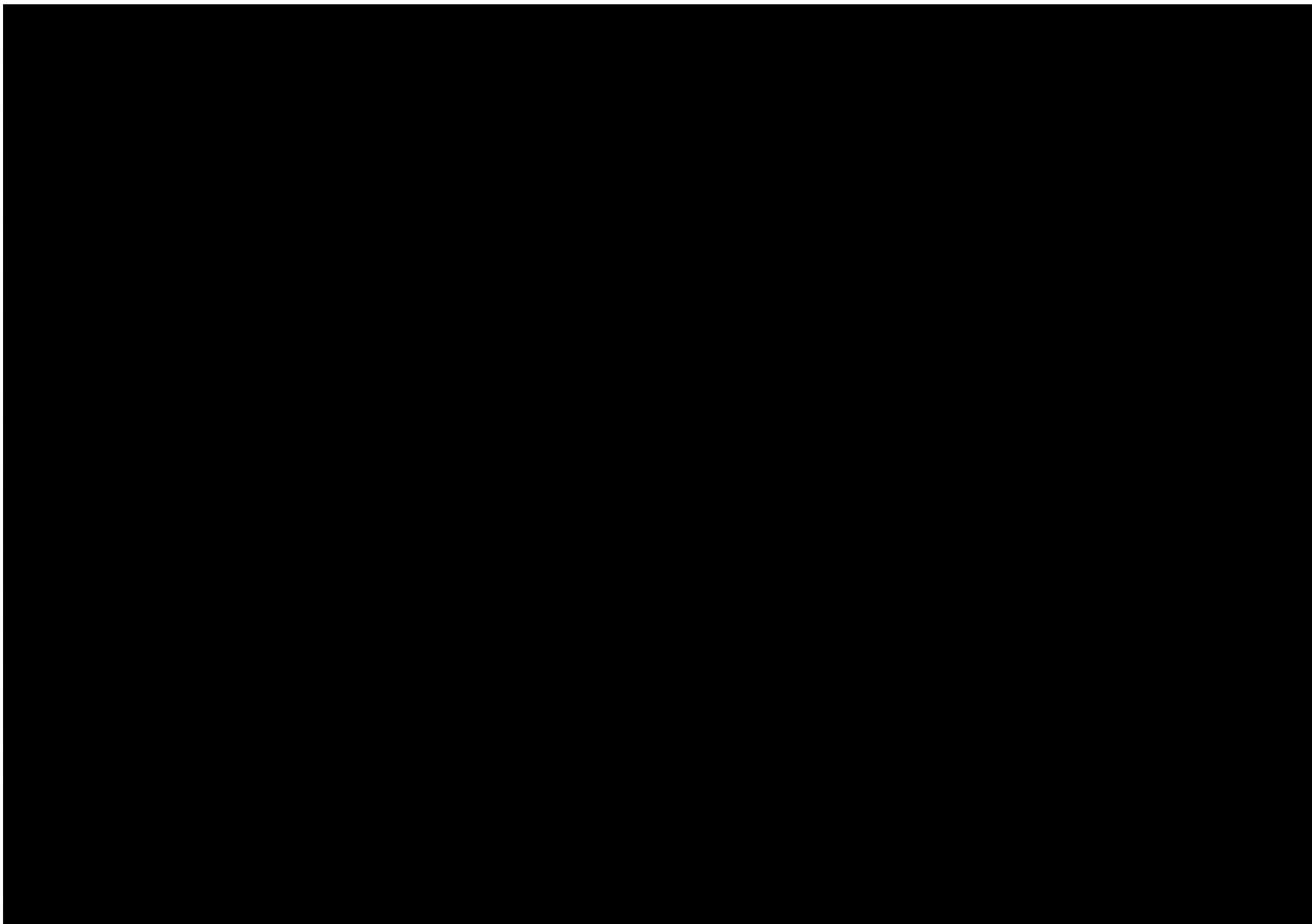




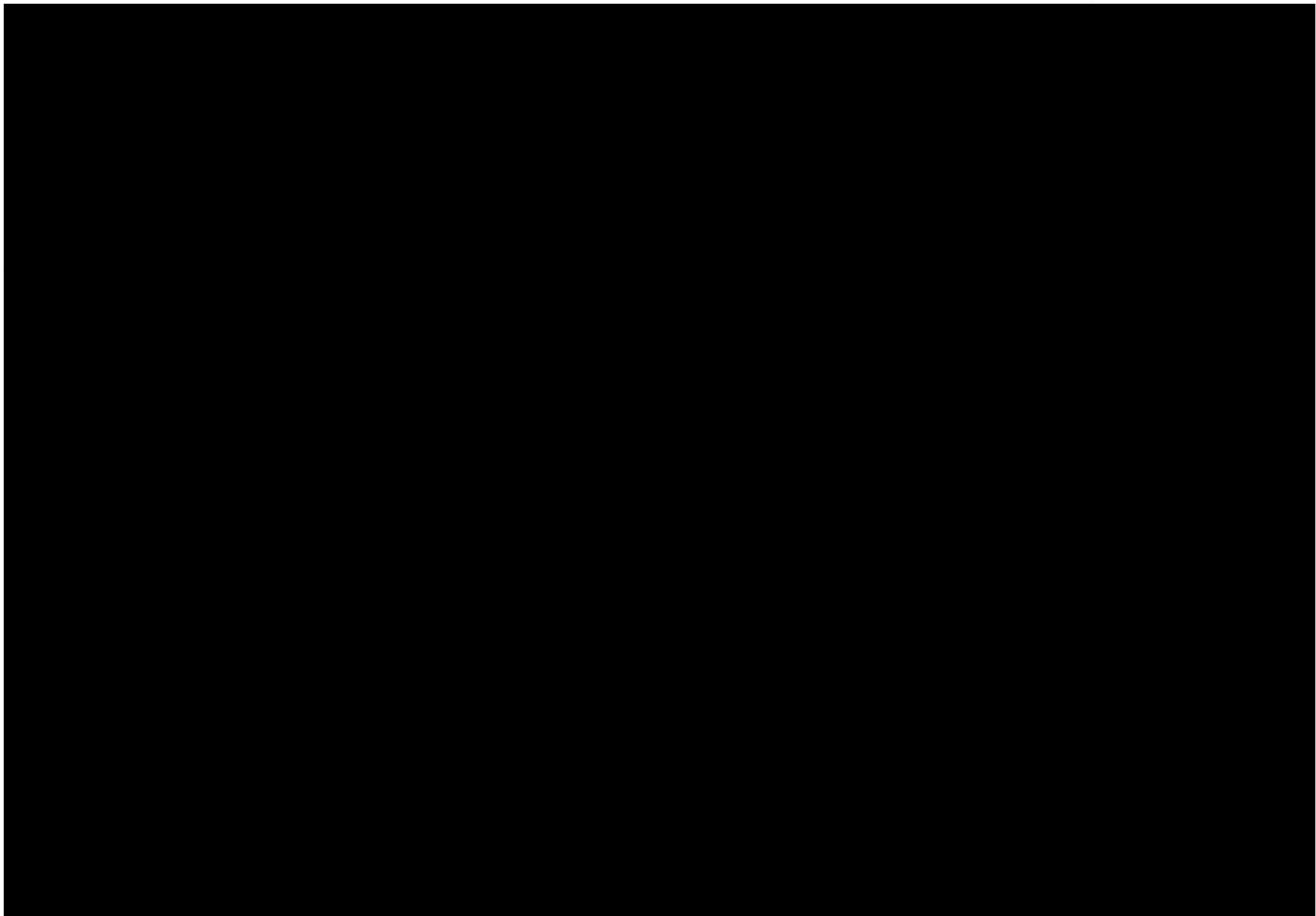


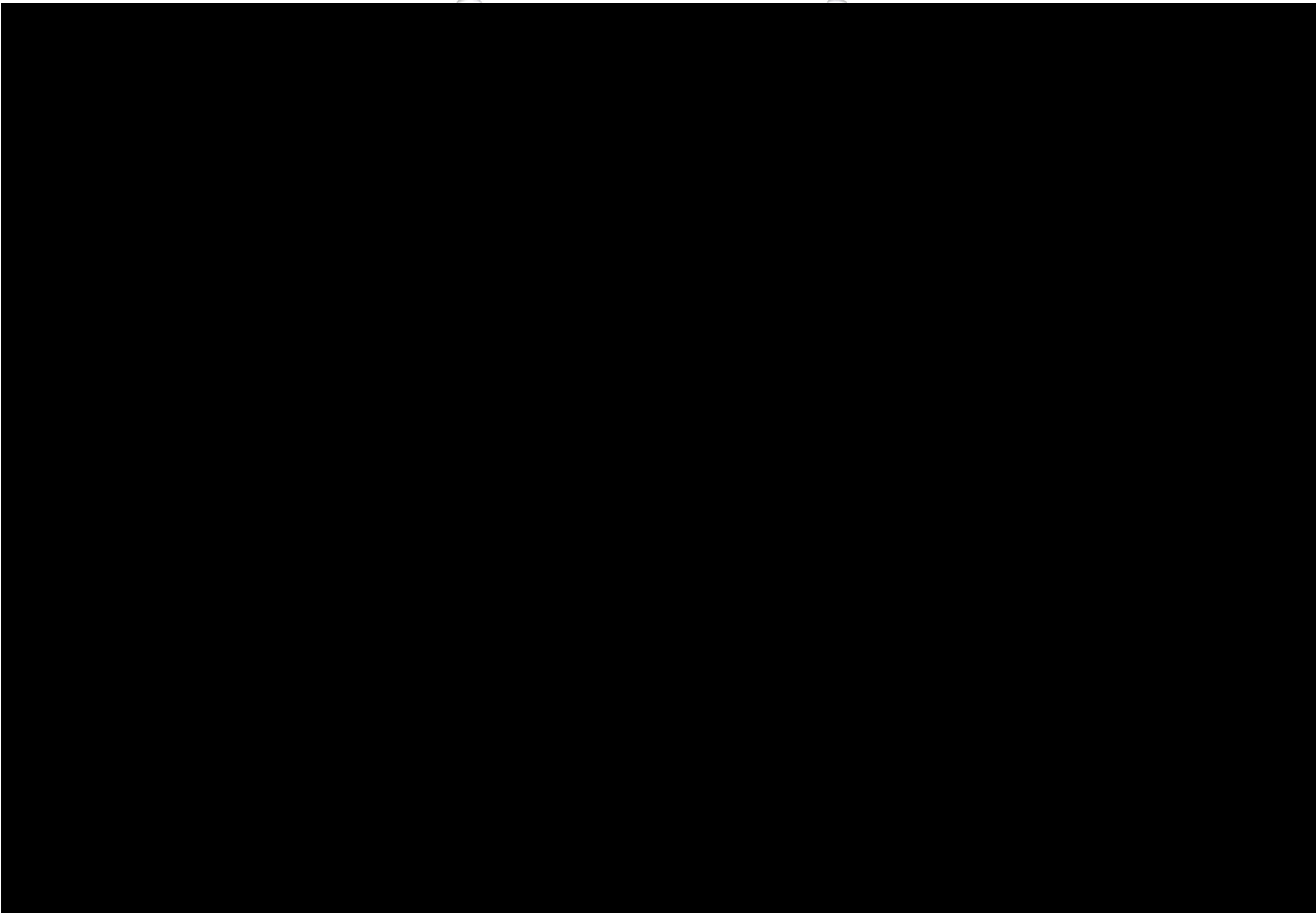












**SCHEDULE A30. – MILESTONES**

(Clause 20.5 Schedule A2)

**PART A – MILESTONES AND MILESTONE DATES**

No	Milestone	Milestone Date
1.	Lodge the Detailed SSD Application in respect of each Separable Portion as contemplated under clause 3.1(f) of Schedule A5 ( <i>Planning Applications and Approvals</i> )	
2.	Achieve Substantial Commencement of each Separable Portion	
3.	Achieve Completion of each Separable Portion	



## SCHEDULE A31. – AFFORDABLE HOUSING

(Clause 2.6)

### 1. DEFINITIONS

For the purposes of this Schedule A31:

**Affordable Housing Car Parks** means 12 under cover and secure car parking spaces to be provided as part of Separable Portion 3 [REDACTED] for the exclusive use of the residents of the Affordable Housing Dwellings inclusive of at least one accessible car space.

### 2. DELIVERY OF AFFORDABLE HOUSING AND CAR PARKS

The WL Developer must:

(a) procure delivery of, as part of the MQD Works Affordable Housing as required under the Concept SSD Consent or any Detailed SSD Consent, including:

- (i) procuring provision of the Affordable Housing Dwellings; and
- (ii) procuring provision of the Affordable Housing Car Parks and associated access to and from the [REDACTED],

in accordance with this Schedule A31; and

(b) prior to procuring the construction commencement of Separable Portion 8 ([REDACTED])

- (i) notify the Principal's Representative in writing of the CHP that will own and manage the Affordable Housing Dwellings and the Affordable Housing Car Parks; and
- (ii) provide to the Principal's Representative evidence of the nominated CHP's registration and relevant categorisation under the National Regulatory System for Community Housing.

### 3. SPECIFIC REQUIREMENTS FOR THE DESIGN AND CONSTRUCTION OF AFFORDABLE HOUSING DWELLINGS

(a) Affordable Housing Dwellings must be designed and constructed to ensure that they are suitable for their intended purpose and that they comply with State Environmental Planning Policy No 70 – Affordable Housing (Revised Schemes) (SEPP 70) and the following requirements:

- (i) Affordable Housing Dwellings are to be designed and constructed to be not readily distinguishable from market housing; and
- (ii) the amenity benchmarks established by the Apartment Design Guide are to be generally achieved to ensure the least amenable units in any development are not all selected as the Affordable Housing Dwellings.

(b) Unless otherwise agreed in writing between the WL Developer and the Principal, the WL Developer must procure that the Affordable Housing Dwellings are constructed wholly within the [REDACTED], including all services in respect of the Affordable Housing Dwellings subject to the Subdivision Principles and the Subdivision Requirements.

4. **REQUIREMENTS FOR THE PROVISION OF CAR PARKING**

Safe, convenient and under cover access must be provided and access rights granted by way of easement rights between entry and access points of the basement car park and the Affordable Housing Car Parks and between the Affordable Housing Dwellings and the Affordable Housing Car Parks.

5. **REQUIREMENT FOR REGISTERED AFFECTATION**

- (a) The WL Developer must procure that a covenant, restriction on the use of the land or other affectation, which achieves the requirements set out in clause 5(b) of this Schedule A31, is registered on the title to the [REDACTED] prior to the Applicable Transfer Date for the [REDACTED].
- (b) The requirements referred to in clause 5(a) of this Schedule A31 are as follows:
  - (i) all dwellings contained in the [REDACTED] must be used only for the purposes of Affordable Housing for a minimum period of 20 years from the Applicable Transfer Date for the Building 2 Affordable Housing Lot;
  - (ii) only a community housing provider registered under the *Community Housing Providers (Adoption of National Law) Act 2012* (NSW) or the Community Housing Providers National Law must manage the Affordable Housing during the period referred to in clause 5(b)(i) of this Schedule A31; and
  - (iii) the authority benefited will be as specified by the Principal.



**SCHEDULE A32. – SOCIAL HOUSING**

(Clause 2.7)

**1. DEFINITIONS**

For the purposes of this Schedule A32:

**LAHC** means the New South Wales Land and Housing Corporation ABN 24 960 729 253, a public trading enterprise established under the *Housing Act 2001* (NSW).

**LAHC Deed Poll** means the deed poll which is Annexure B to this Schedule A32.

**MQD Project Social Housing Objectives** means:

- (a) an integrated community of private housing, Affordable Housing and Social Housing Dwellings;
- (b) the Social Housing Dwellings being not readily distinguishable from market housing and located in a way that promotes integration within the MQD Project and the broader urban context; and
- (c) sustainability built form outcomes for Social Housing residents in the MQD.

**NSW Government Family & Community Services NSW Community Housing Eligibility Policy** means the policy entitled "NSW Community Housing Eligibility Policy" issued by NSW Family & Community Services on 22 October 2018 and available at <https://www.facs.nsw.gov.au/housing/community-housing-policies/eligibility>, including any update or amendment to, or any replacement of, that policy from time to time.

**O&M Manuals** means all operation and maintenance manuals (including wiring diagrams) and other documents reasonably required for the operation and maintenance of the Social Housing Works or any items of plant or equipment incorporated into the Social Housing Works (including air conditioning, heating, sprinklers, emergency lighting, data, communications, appliances, pumps, motors, fans, ceilings and floors) to be provided by the WL Developer to the Principal under clause 7 of this Schedule A32.

**Shared Facilities (Social Housing)** means the following facilities which are shared with other lots:

- (a) loading dock and waste management facilities in the [REDACTED];
- (b) plant rooms providing utilities supply and usage meters located in the [REDACTED];
- (c) one passenger lift and stairway providing access to the Social Housing Car Parks in the [REDACTED] and
- (d) any other facilities required by the WL Developer and approved by the Principal in writing.

**Social Housing** has the meaning given in the NSW Government Family & Community Services NSW Community Housing Eligibility Policy and related documents, as updated, amended or replaced from time to time.

**Social Housing Car Parks** means 8 under cover and secure car parking spaces to be provided as part of Separable Portion 3 [REDACTED] and to be consolidated into the Social Housing Lot as contemplated under the Subdivision Principles for the exclusive use of the residents of the Social Housing Dwellings inclusive of two accessible car parking spaces.

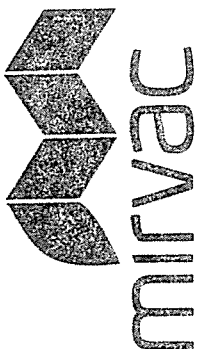


**Social Housing Dwellings** means the Social Housing dwellings to be designed and constructed on the Social Housing Lot as part of the MQD Project and transferred to LAHC as contemplated in this Schedule A32 or otherwise under this deed.

2. **DELIVERY OF SOCIAL HOUSING AND CAR PARKS**

The WL Developer must procure that:

- (a) the Social Housing Dwellings are designed and constructed:
  - (i) as part of Separable Portion 2 [REDACTED];
  - (ii) wholly within the Social Housing Lot;
  - (iii) in order to:
    - (A) comply with the dwelling mix and specifications in Annexure A to this Schedule A32;
    - (B) satisfy the MQD Project Social Housing Objectives and to deliver value for money;
    - (C) satisfy the requirements of a Silver Level standard of the *Liveable Housing Australia Design Guidelines* (4th Edition, 2017);
    - (D) be functionally independent of any other lot within the MQD, other than the use of Shared Facilities (Social Housing);
    - (E) comply with the Apartment Design Guide;
    - (F) be tenure blind (being not readily distinguishable from market housing including in respect of integration with the public domain and associated community facilities); and
    - (G) be capable of being further subdivided in a strata scheme comprising 70 strata lots, plus common property;
- (b) the Social Housing Car Parks are designed and constructed:
  - (i) as part of Separable Portion 3 [REDACTED]
  - (ii) in the location shown on drawing [REDACTED]  
[REDACTED]  
[REDACTED]  
or such other location as agreed by the Principal; and
  - (iii) to satisfy the requirements of a Silver Level standard of the *Liveable Housing Australia Design Guidelines* (4th Edition, 2017) in relation to finish and gradient of the car spaces only but without the requirement for minimum dimensions.
- (c) the Shared Facilities (Social Housing) are constructed as part of Separable Portion 3 [REDACTED], Separable Portion 4 [REDACTED] and Separable Portion 5 ([REDACTED]);
- (d) safe and convenient access must be provided and access rights granted by way of easement rights or such other rights as approved by the Principal in writing between entry and access points of the basement car park and the Social Housing



Car Parks and between the Social Housing Dwellings and the Social Housing Car Parks;

- (e) not used;
- (f) compliance with all of the obligations set out in Annexure A to Schedule A32 is achieved.

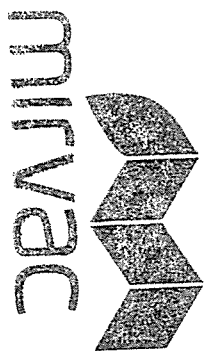
The Principal acknowledges that the proposed location of the Social Housing Works as shown in the WL Developer's Tender Design promotes integration within the MQD Project and the broader urban context.

3. **LAHC DEED POLL**

On or before the Date of Completion of the first Separable Portion containing Social Housing Works, the WL Developer must execute the LAHC Deed Poll and deliver the original executed LAHC Deed Poll to the Principal's Representative.

4. **TESTING AND COMMISSIONING OF THE SOCIAL HOUSING WORKS**

- (a) **(General)** The WL Developer must procure the testing and commissioning of the Social Housing Works in accordance with the requirements of this deed.
- (b) **(Direction)** At any time prior to the relevant Date of Completion, the Principal's Representative may direct that any materials and work forming any part of the Social Housing Works must be tested. On receipt of such direction, the WL Developer must promptly procure the testing of the material or work specified in such direction.
- (c) **(Witness Points)** In respect of any Witness Point the WL Developer must:
  - (i) provide the Principal's Representative and the Independent Certifier (Social Housing) with 48 hours prior written notice when the relevant Social Housing Works will reach the Witness Point so that the Principal's Representative and/or the Independent Certifier (Social Housing) may attend and witness the relevant Social Housing Works at the Witness Point; and
  - (ii) if the notice has been given in accordance with clause 4(c)(i), the relevant Social Housing Work may nevertheless proceed even if the Principal or the Independent Certifier (Social Housing) does not attend.
- (d) Not used
- (e) **(Notice of test)** Before conducting a test, the WL Developer must give reasonable written notice to the Principal's Representative, the Approved Engineer and the Independent Certifier (Social Housing) of the time, date and place of the test. If the notice has been given the test may nevertheless proceed even if the Principal, the Approved Engineer or the Independent Certifier (Social Housing) does not attend.
- (f) **(Results of tests)** Results of tests must be made available promptly by the WL Developer to the Principal. [REDACTED]





- (ii) the Principal will have no Liability to the WL Developer in relation to or arising out of the test.



5. **NOT USED**

6. **SUBCONTRACTOR DIRECT WARRANTIES**

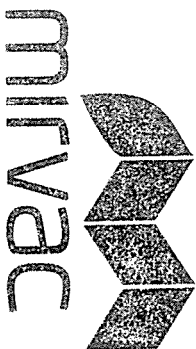
- (a) Without limiting the WL Developer's obligations under clause 5.7(c)(i)(C) and clause 5.7(c)(vi) of this deed and under clauses 1(b)(iii) and 1(g) of the LAHC Deed Poll, as a precondition to Completion of Separable Portion 2 [REDACTED], the WL Developer must procure a duly executed deed in the form in Annexure D to this Schedule A32 in favour of the relevant beneficiaries in Annexure D to this Schedule A32 from each of the subcontractors engaged by the D&C Contractor to the extent that provision of a warranty of that type is standard practice in the market.
- (b) Provision of a warranty pursuant to clause 6(a) of this Schedule A32 does not impact or derogate from the rights of the Principal against the WL Developer.

7. **O&M MANUALS**

- (a) The WL Developer must deliver to the Principal's Representative and the Independent Certifier (Social Housing), no later than the Date of Completion for Separable Portion 2 ([REDACTED]) draft O&M Manuals as may be required by this deed.
- (b) The WL Developer shall make any reasonable amendments to the documents provided under clause 7(a) of this Schedule A32 that are requested by the Principal's Representative or the Independent Certifier (Social Housing).
- (c) Within 90 days of the Date of Completion for Separable Portion 2 ([REDACTED]), the WL Developer shall provide the Principal's Representative and the Independent Certifier (Social Housing) the final O&M Manuals (as amended to address any matters notified by the Principal's Representative to the WL Developer under clause 7(b) of this Schedule A32).

8. **AS-BUILT DRAWINGS**

- (a) The WL Developer must deliver to the Principal's Representative and the Independent Certifier (Social Housing) no later than the Date of Completion for Separable Portion 2 [REDACTED]:
  - (i) draft as-built drawings, plans and specifications (including services drawings and all drawings/schedules/calculations defining the structural loads imposed by the Social Housing Works on the MQD Enabling Works) for all parts of the Social Housing Works as may be necessary for the use, operation and maintenance of the Social Housing Works by the Principal or its successors in title; and

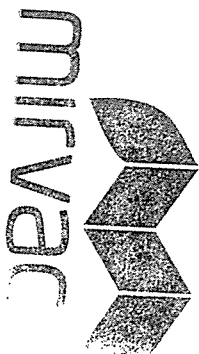


- (ii) a certificate from the responsible design consultant confirming that such as-built drawings, plans and specifications are a complete and accurate description of the Social Housing Works.
- (b) The WL Developer shall make any reasonable amendments to the documents provided under clause 8(a)(i) of this Schedule A32 that are requested by the Principal's Representative or the Independent Certifier (Social Housing).
- (c) Within 90 days of the Date of Completion for Separable Portion 2 [REDACTED] the WL Developer shall provide the Principal's Representative and the Independent Certifier (Social Housing) with the final as-built drawings, plans and specifications (as amended to address any matters notified by the Principal's Representative or the Independent Certifier (Social Housing) to the WL Developer under clause 8(b) of this Schedule A32).

9. **TRAINING**

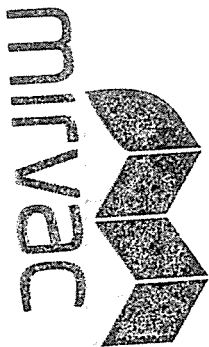
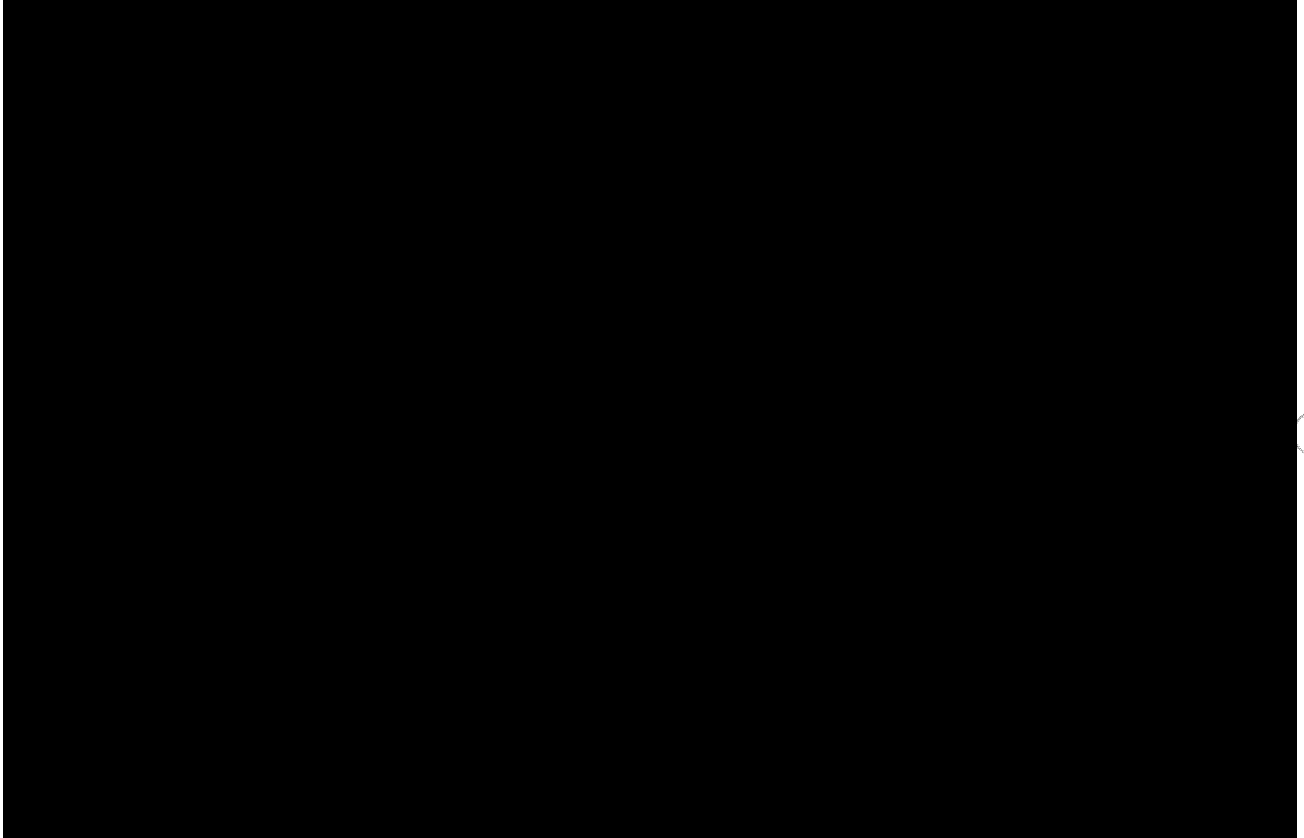
During the testing and commissioning of any plant and equipment forming part of the Social Housing Works, the WL Developer must if requested by the Principal's Representative:

- (a) permit the nominees of the Principal's Representative (which may include personnel from LAHC or its contractors) to witness the relevant testing and commissioning activities; and
- (b) provide adequate and suitable instruction to such nominees with regard to the operation and use of the relevant plant and equipment.



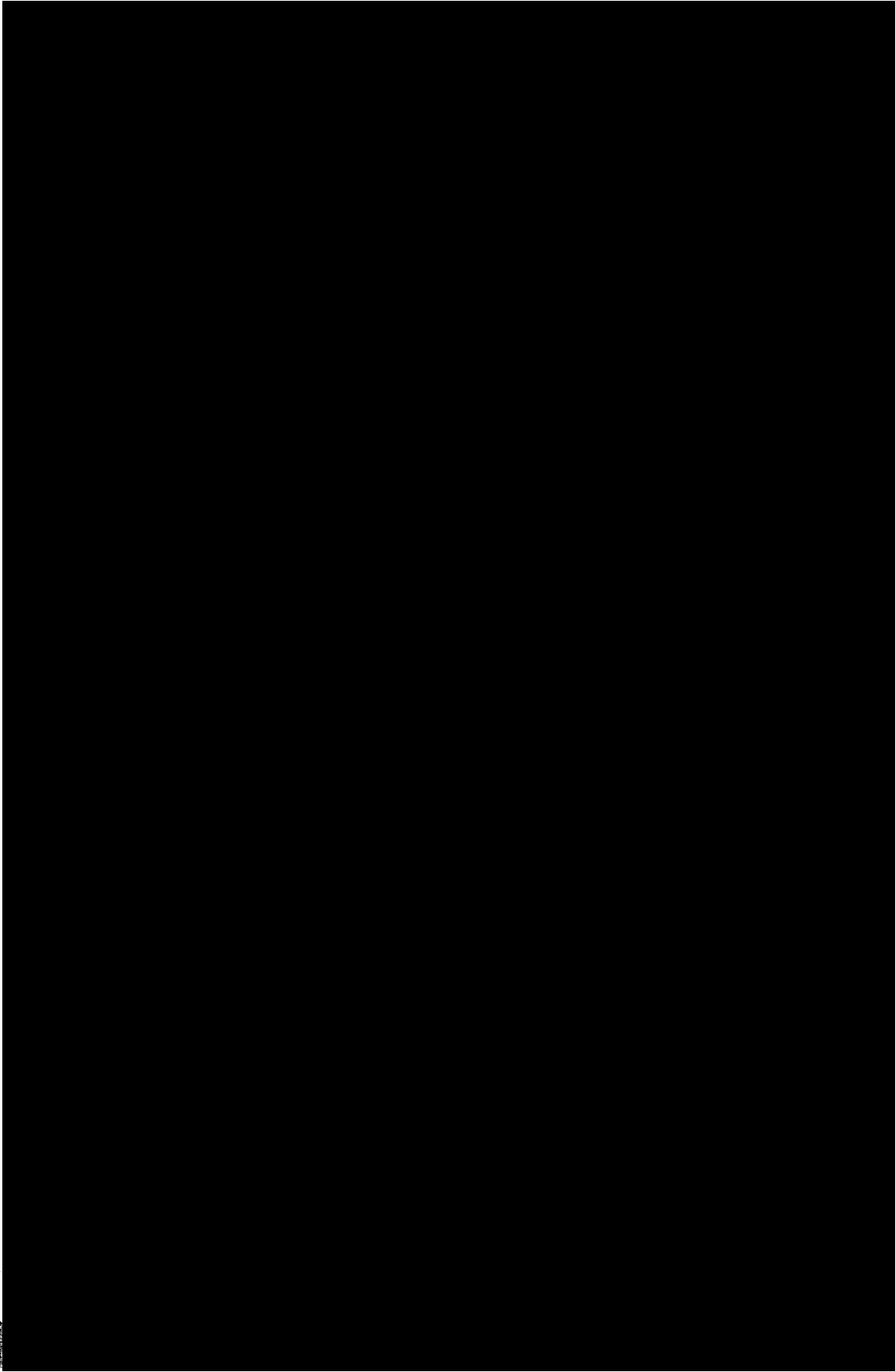
**Annexure A to Schedule A32 – Social Housing Specification**

The Social Housing Dwellings must be designed and constructed to meet the minimum requirements and specifications outlined in this schedule.

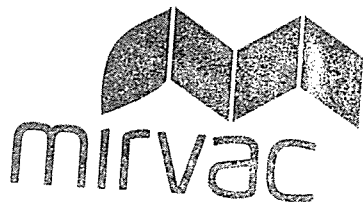


**Proposed Finishes Schedule**





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**Annexure B to Schedule A32 – LAHC Deed Poll**

**THIS DEED POLL** is made on 20

**IN FAVOUR OF:**

New South Wales Land and Housing Corporation ABN 24 960 729 253 (**LAHC**)

**GIVEN BY:**

[Insert name] ABN [number] of [address] (**WL Developer**)

**RECITALS:**

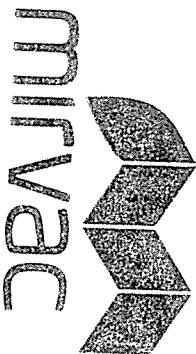
- (A) Pursuant to the deed titled "Waterloo Integrated Station Development Metro Quarter Development Project Delivery Agreement (Contract No: 503)" between Sydney Metro ABN 12 354 063 515 and the WL Developer dated [insert], as amended (**PDA**), the WL Developer agrees to, among other things, procure the design and construction of the Social Housing Works on the Social Housing Lot.
- (B) Under the provisions of the PDA, the WL Developer is required to enter into this deed poll in favour of LAHC.

**THIS DEED POLL WITNESSES THAT THE WL DEVELOPER HEREBY COVENANTS, WARRANTS AND AGREES WITH AND FOR THE BENEFIT OF LAHC AS FOLLOWS:**

**1. WARRANTIES IN RELATION TO THE SOCIAL HOUSING WORKS**

In consideration of the rights and obligations under the PDA and accepting this deed poll, the WL Developer:

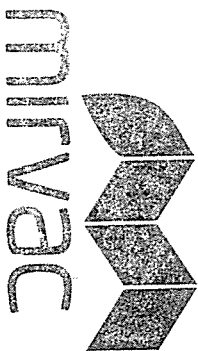
- (a) warrants to LAHC that the Social Housing Works will:
  - (i) be to the quality and standard stipulated by the PDA;
  - (ii) comply with the requirements of the PDA; and
  - (iii) comply with the requirements of all relevant Laws and Approvals.
- (b) must:
  - (i) procure the carrying out of the Social Housing Works in accordance with the Home Building Act and by Subcontractors who hold appropriate Contractor Licences under the Home Building Act;
  - (ii) in procuring the Social Housing Works, not breach, and ensure that its Subcontractors do not breach, the Home Building Act;
  - (iii) procure from suppliers and manufacturers of all goods, plant, machinery and equipment forming part of the Social Housing Works market standard guarantees and warranties in respect of all such goods, plant, machinery and equipment and, without limiting the Subcontractor's obligations under its contract, use its best endeavours to procure that the relevant Subcontractor assigns the right to enforce those guarantees and warranties to the WL Developer, the Principal and LAHC (exercisable at the discretion of the WL Developer, the Principal or LAHC (as applicable)); and



- (iv) procure that any insurances required under the Home Building Act are effected;
- (c) warrants to LAHC that any Subcontract it has entered into or will enter into for the carrying out of Social Housing Works will require that those works be done in accordance with, and will comply with, the Home Building Act;
- (d) must ensure that all warranties required to be given by a Subcontractor carrying out Social Housing Works will apply for the benefit of LAHC;
- (e) in addition to any other warranties required under the Home Building Act from time to time, must procure that and warrants for the benefit of LAHC that:
  - (i) the Social Housing Works will be done with due care and skill and in accordance with the Final Plans and Specifications as amended in accordance with the PDA;
  - (ii) all materials used in the Social Housing Works will be good and suitable for the purpose for which they are used and that those materials will be new;
  - (iii) the Social Housing Works will be done in accordance with, and will comply with, the Home Building Act and any other Law;
  - (iv) the Social Housing Works will be done with due diligence and within the time stipulated in any contract relating to the works, or if no time is stipulated, within a reasonable time;
  - (v) to the extent the Social Housing Works consist of a dwelling, the Social Housing Works will result in a dwelling that is reasonably fit for occupation as a dwelling; and
  - (vi) the Social Housing Works and any materials used in doing the Social Housing Works will be reasonably fit for any specified purpose where a person for whom the work is done has made known the particular purpose for which the work is required or the result the work is to achieve,

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

- (f) must, to the extent that the Home Building Act, or any other Law, implies a warranty or requires an owner or developer to provide a warranty, in relation to the Social Housing Works, provide the same warranty to LAHC; and
- (g) must, prior to completion of the Social Housing Works, provide to LAHC a copy of each of the guarantees and warranties referred to in clause 1(b)(iii) and, to the extent that it is within the WL Developer's ability to do so, allow LAHC to enforce the guarantees and warranties directly if LAHC notifies the WL Developer of such enforcement. All reasonable Costs incurred by LAHC in enforcing such guarantees and warranties will be a debt due and payable by the WL Developer to LAHC.

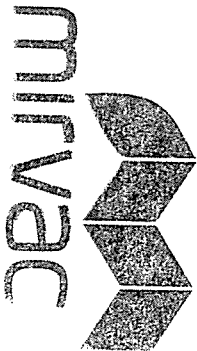




## 2. DEFECTS LIABILITY PERIOD

In consideration of the rights and obligations under the PDA and accepting this deed poll, the WL Developer agrees that:

- (a) a defects liability period of ■ months will apply to the Social Housing Works in the MQD Project on and from the Date of Completion of the relevant works (**Defects Liability Period (Social Housing)**);
- (b) at any time during the Defects Liability Period (Social Housing), LAHC may give the WL Developer a notice or notices of all Defects which, in LAHC's opinion, are required to be made good (**Defects Notice**);
- (c) as soon as possible after LAHC gives the WL Developer each Defects Notice, the WL Developer must at its own cost and risk procure that all Defects specified in the Defects Notice are made good and give notice to LAHC when, in the WL Developer's reasonable opinion, those Defects have been made good;
- (d) for the purposes of this deed poll, **Defects** means any:
  - (i) defect, shrinkage, movement, error, omission, deficiency or other imperfection in the Social Housing Works in respect of, or arising from, any cause including design, materials or workmanship;
  - (ii) aspect of the Social Housing Works which is not in accordance with the PDA; or
  - (iii) physical damage to the Social Housing Works resulting from any of the matters referred to in clauses 2(d)(i) or 2(d)(ii);
- (e) the WL Developer will procure the carrying out of rectification of all Defects at times and in a manner causing as little inconvenience to the occupants or users of the Social Housing Works and the MQD more generally as is reasonably possible;
- (f) without limiting clause 2(b), the WL Developer will:
  - (i) within 30 days of receipt of the Certificate of Completion (Social Housing) use reasonable endeavours to rectify Defects which were identified in the Social Housing Works at the time that the Social Housing Works achieved Completion (Social Housing);
  - (ii) within 90 days of receipt of the Certificate of Completion (Social Housing) rectify Defects which were identified in the Social Housing Works at the time that the Social Housing Works achieved Completion (Social Housing); and
  - (iii) procure the rectification of all Defects during the Defects Liability Period (Social Housing); and
- (g) the WL Developer indemnifies LAHC against any delay, damage, expense, loss, penalty or liability suffered or incurred by LAHC as a result of any breach by the WL Developer of this clause 2; and
- (h) neither LAHC's rights nor the WL Developer's liability, whether under this deed poll or otherwise according to Law in respect of any Defects and defects (generally) and whether before, on or after the expiration of the Defects Liability Periods, will be in any way affected or limited by:
  - (i) the rights conferred upon LAHC by this deed poll; and



- (ii) the exercise of, or the failure by LAHC to exercise, any rights.

### 3. INTELLECTUAL PROPERTY

- (a) (**Licence**) The WL Developer grants, and will procure from any applicable third party the grant of, an irrevocable, perpetual, non-exclusive, royalty free, fully assignable licence (including the right to sub-license) in favour of LAHC to use (and permit others to use) all IPRs in:

- (i) the Design Documentation for the Social Housing Works; and
- (ii) all other documentation and other materials submitted or required to be submitted by the WL Developer pursuant to the PDA which are in any way connected with the Social Housing Works,

(collectively called the **Social Housing Documentation and Materials**) for the purpose of using, operating, maintaining, repairing, upgrading, altering, further developing, demolishing or otherwise dealing with the whole or any part of the Social Housing Works which licence is effective immediately and will survive termination of this deed poll on any basis.

- (b) (**LAHC's rights**) For the purposes of clause 3(a), LAHC's use of the Social Housing Documentation and Materials includes LAHC's right to reproduce, publish, copy, adapt, communicate to the public, materially distort, destroy, mutilate or in any way change the Social Housing Documentation and Materials or part of the Social Housing Works to which the Social Housing Documentation and Materials relates:

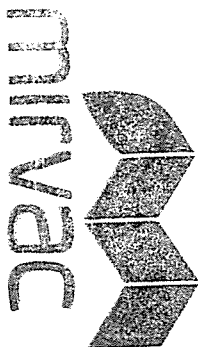
- (i) with or without attribution of authorship;
- (ii) in any medium; and
- (iii) in any context and in any way it sees fit.

- (c) (**No infringement of third party rights**) The WL Developer represents and warrants that:

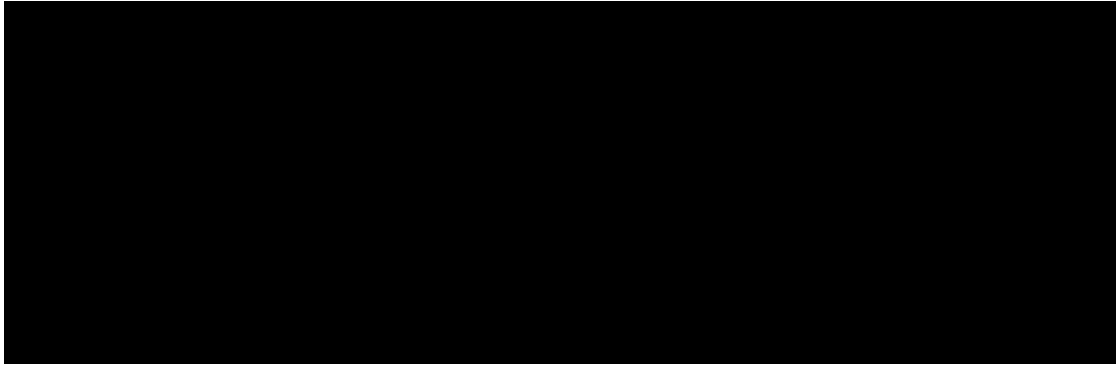
- (i) the use and exercise by LAHC and its assignees, licensees, sub-licensees and authorised users (each an **Authorised User**) of the IPRs that are licensed to LAHC under this deed poll will not infringe any IPRs or other rights of any person or give rise to any liability to make any royalty or other payments to any person; and
- (ii) the IPRs licensed to LAHC under this deed poll are complete and they are the only IPRs necessary or desirable to enable LAHC and its Authorised Users to fully enjoy and exercise all rights granted to it under this deed poll.

- (d) (**Impairment of rights**) Without limiting clause 3(c), where an IPR Claim is made against LAHC or any of its Authorised Users, the WL Developer must at its own expense and at LAHC's option:

- (i) procure for the benefit of LAHC and its Authorised Users the right to continue to use and exercise the rights granted to LAHC under this deed poll in accordance with this deed poll; or
- (ii) modify or replace any relevant Social Housing Documentation and Materials so that the IPR Claim can no longer be made.



4.



5. **GENERAL**

- (a) Defined terms in the PDA have the same meaning in this deed poll, except to the extent specified otherwise.
- (b) This deed poll is governed by and must be construed in accordance with the laws of New South Wales.
- (c) This deed poll is entered into and made by the WL Developer in favour of and for the benefit of, and may be relied on and is enforceable by, LAHC from time to time, even though LAHC is not a party to this deed poll.

**EXECUTED** as a deed poll.

**EXECUTED** by **[INSERT NAME AND ABN OF WL DEVELOPER]** in accordance with section 127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of company secretary/other director

\_\_\_\_\_  
Full name of director

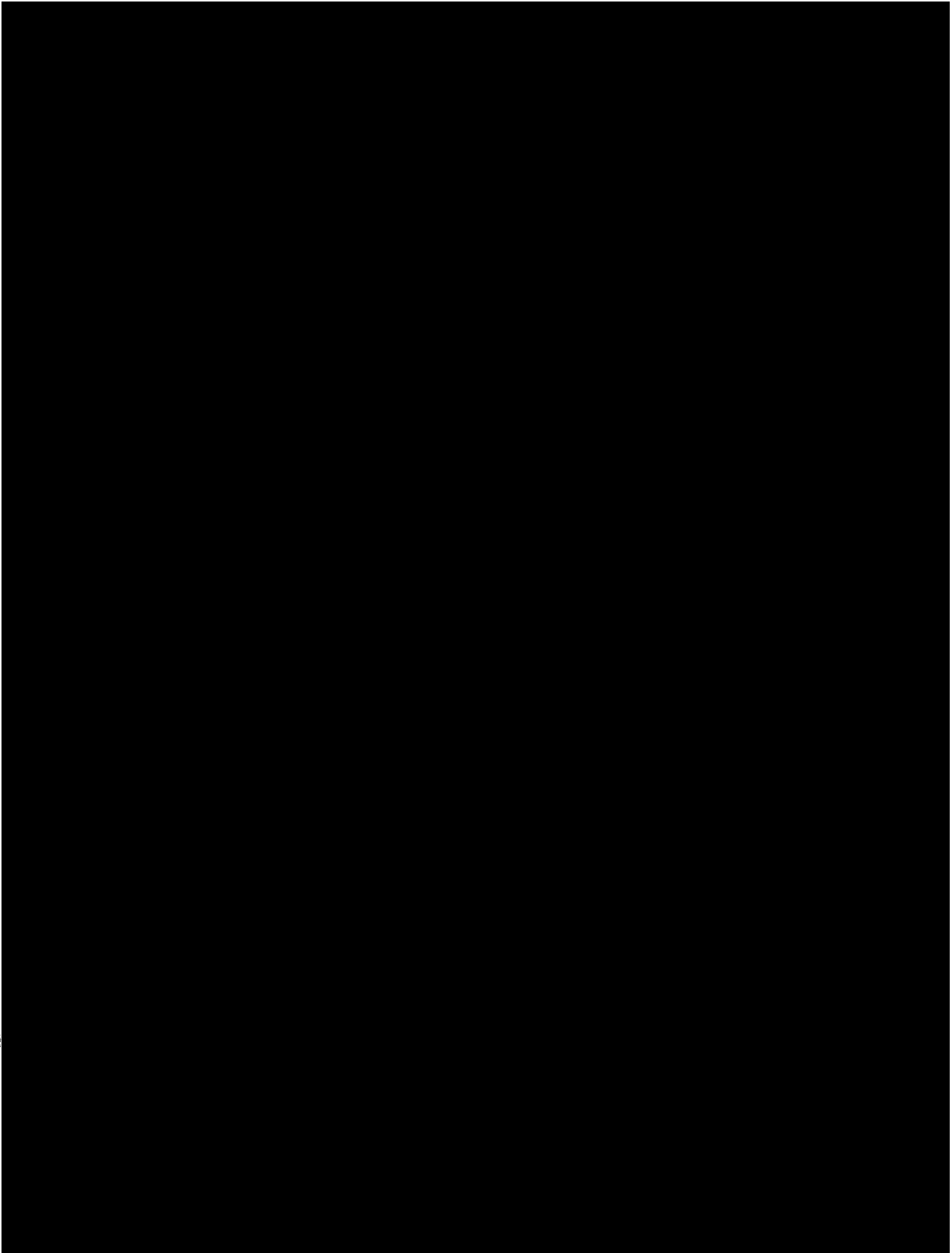
\_\_\_\_\_  
Full name of company secretary/other director



**Annexure C to Schedule A32 – Not used**

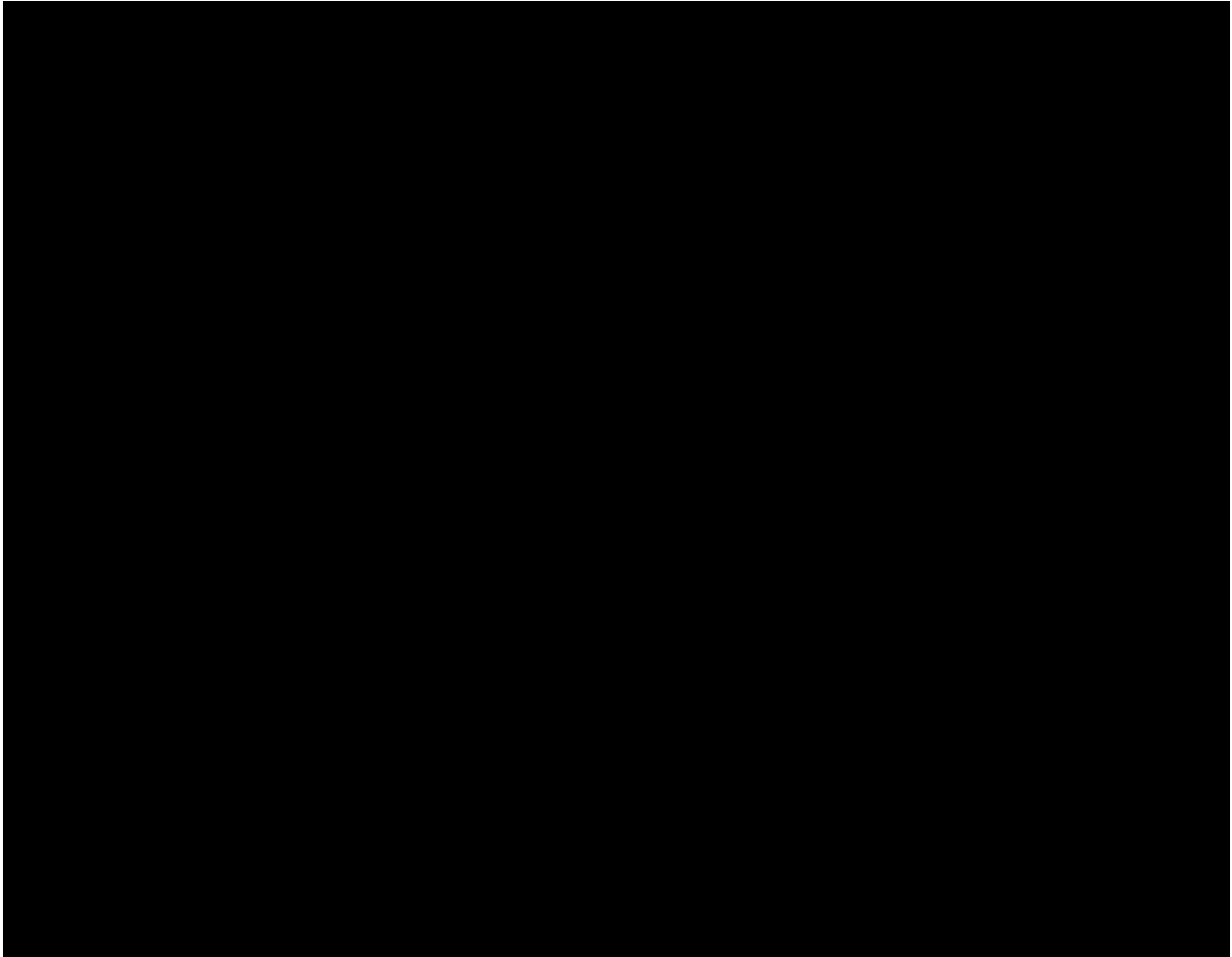


**Annexure D to Schedule A32 – Form of subcontractor warranty**

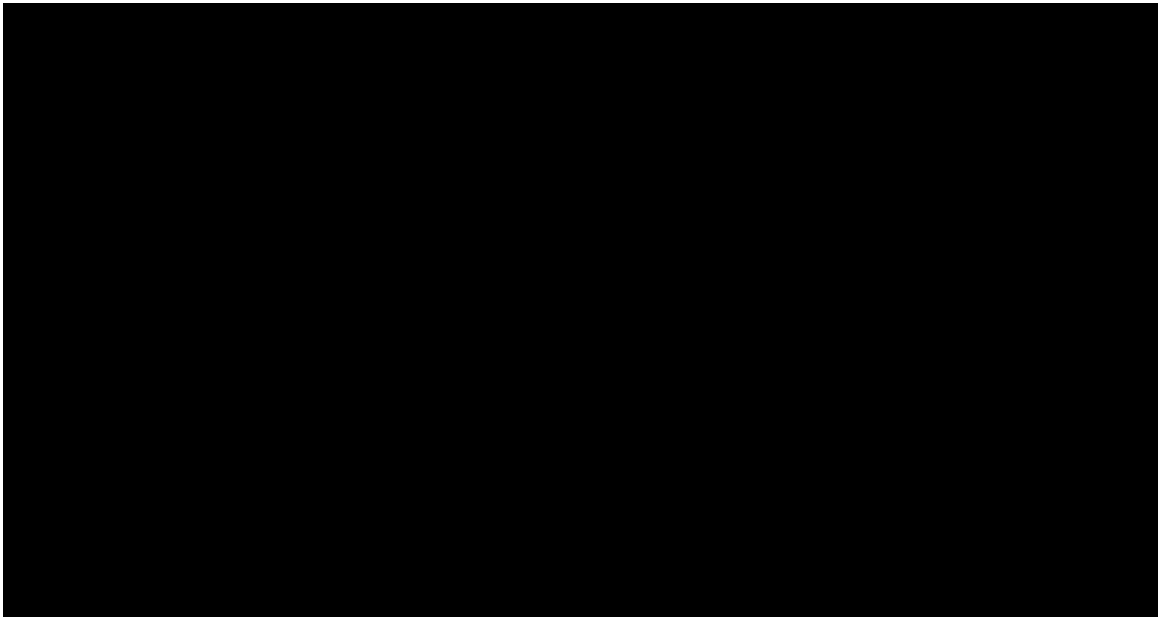


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**SCHEDULE**



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**Executed** as a deed poll.

**Executed** by [*name of Warrantor*] in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised signatory

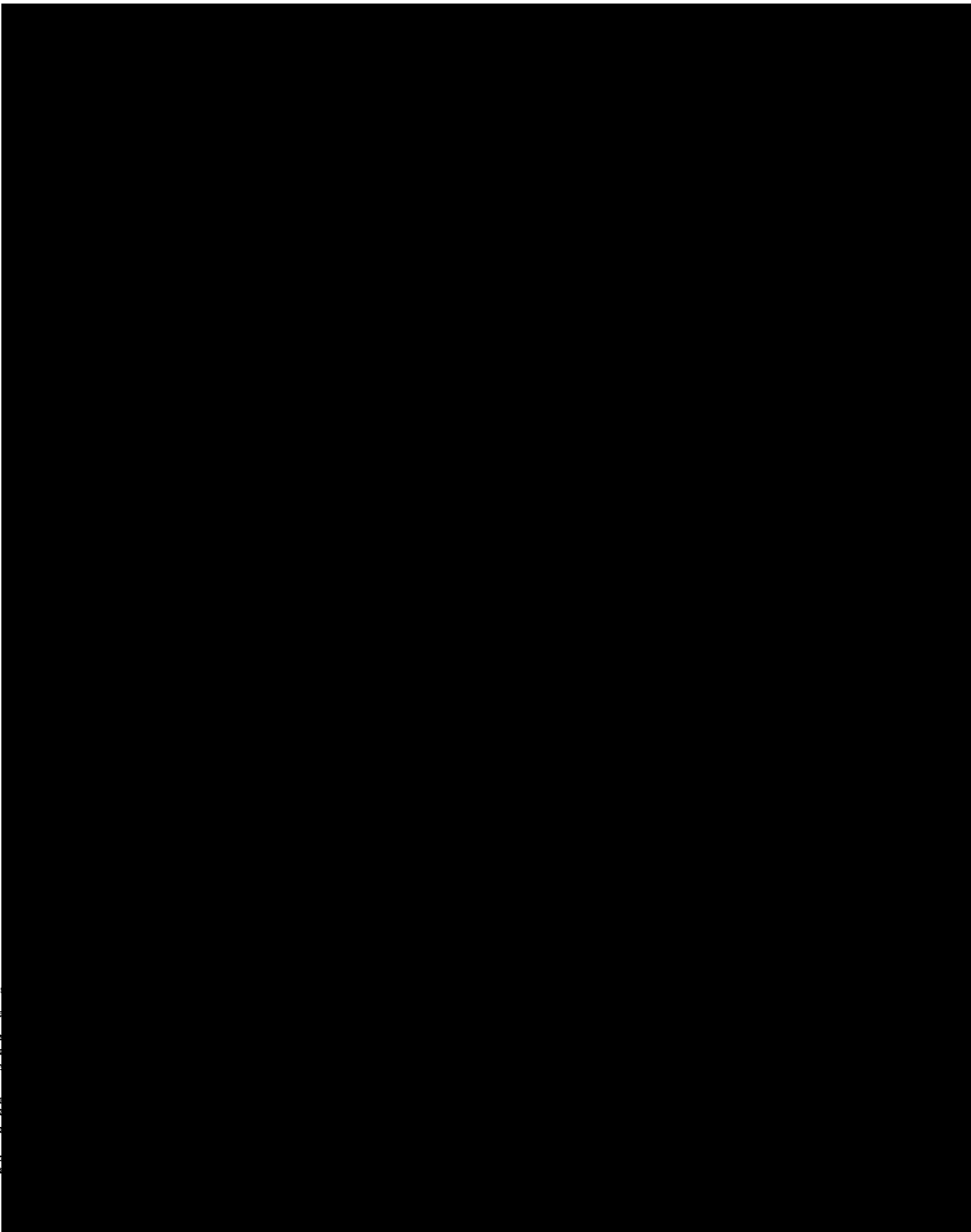
\_\_\_\_\_  
Name of witness in full

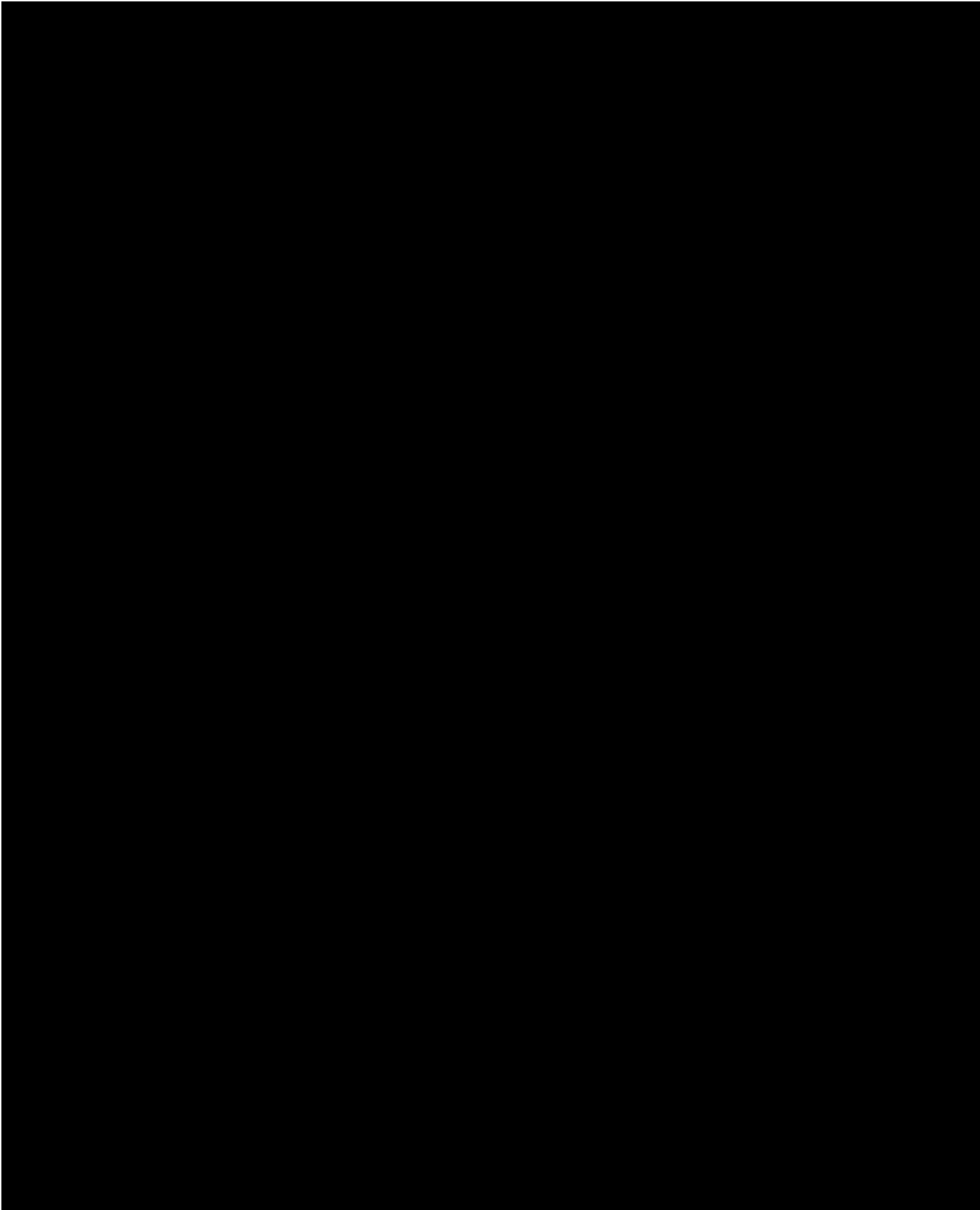
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Name of authorised signatory in full



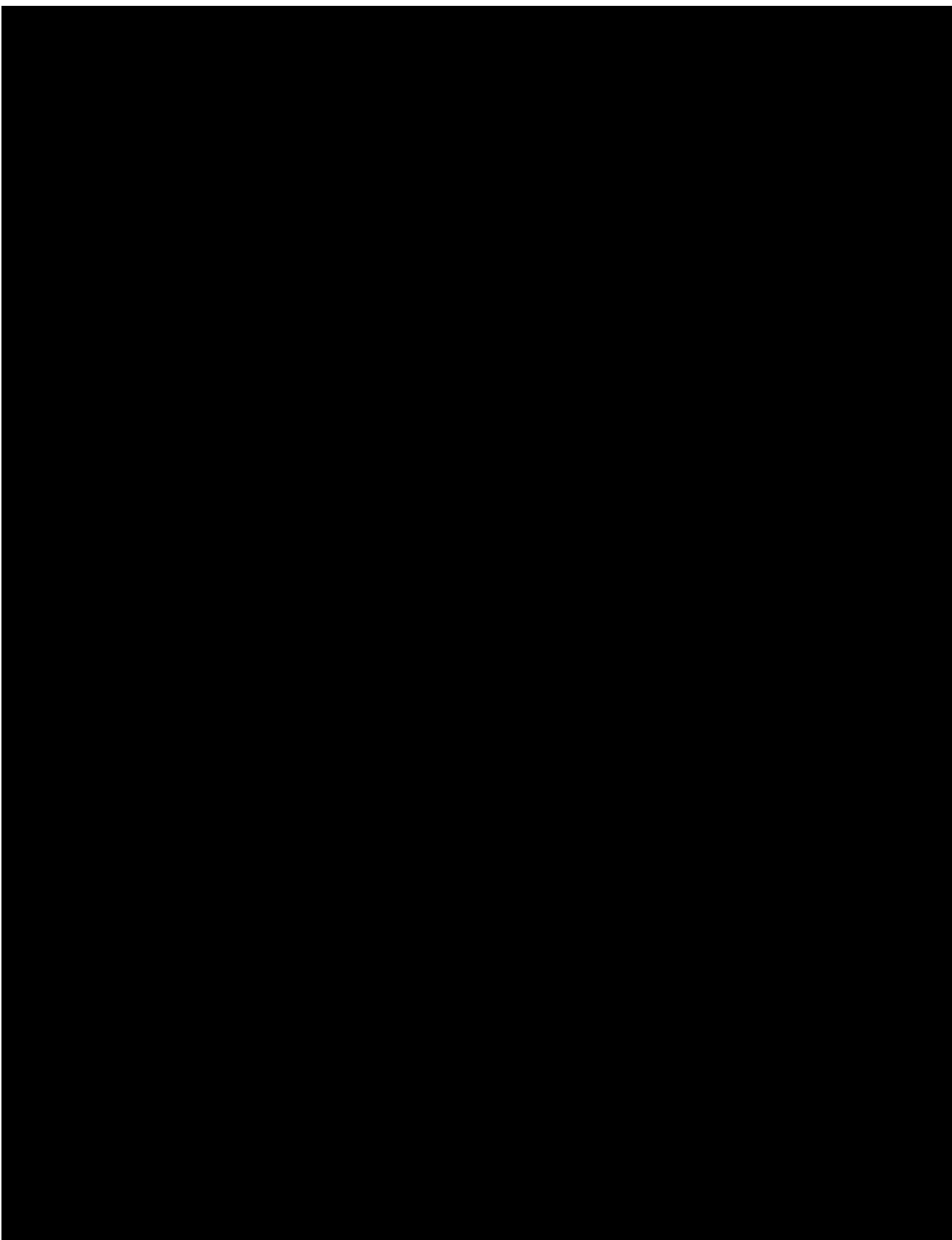


**SCHEDULE A33. – SALES ACTIVITIES AND OBLIGATIONS**





**SCHEDULE A34. – INDEPENDENT CERTIFIER DEED POLL**



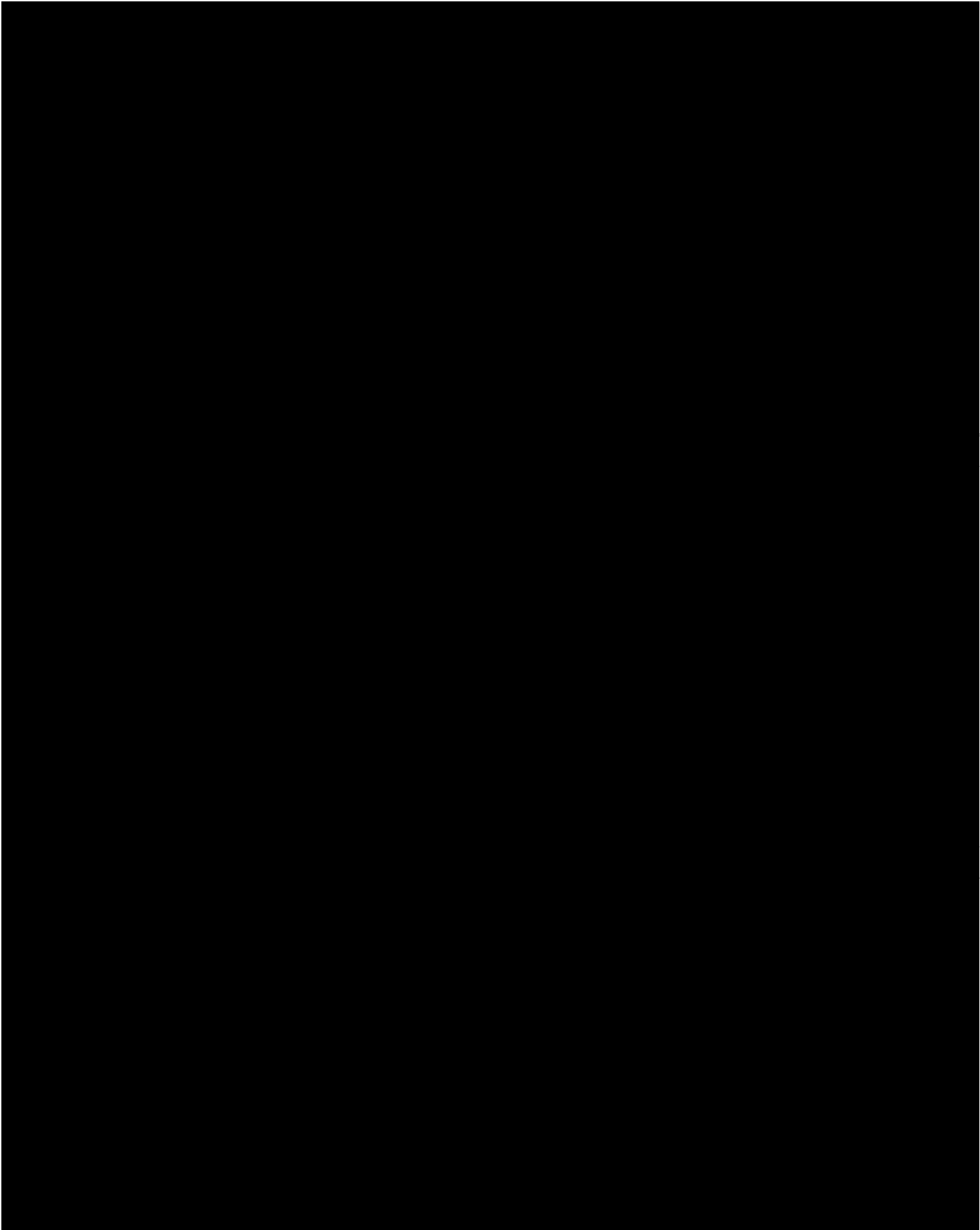
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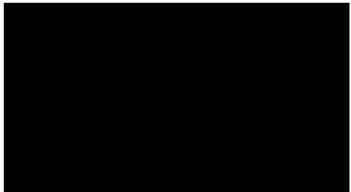
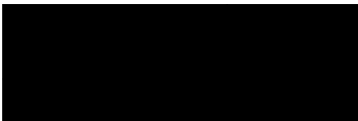
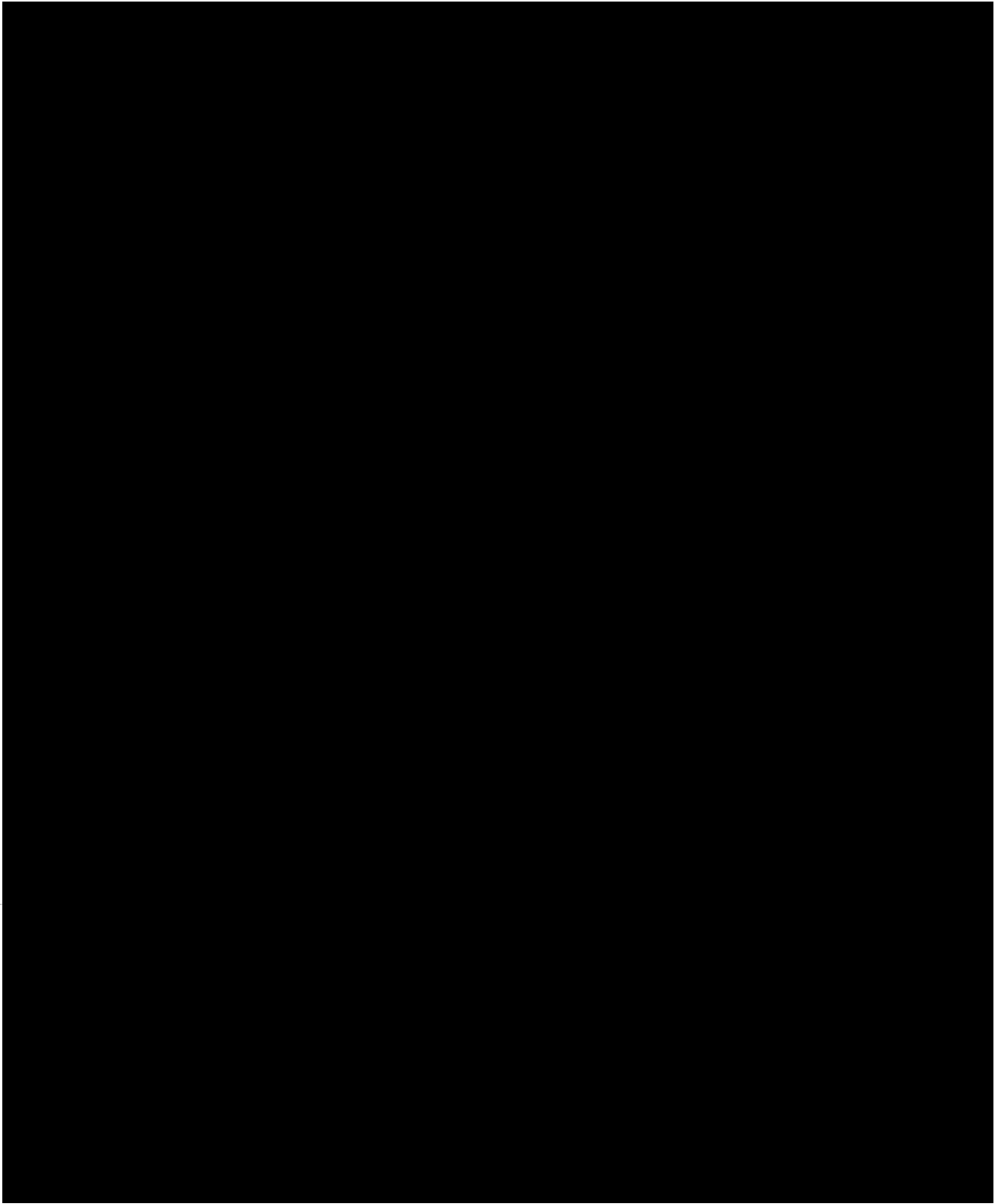
**mirvac**

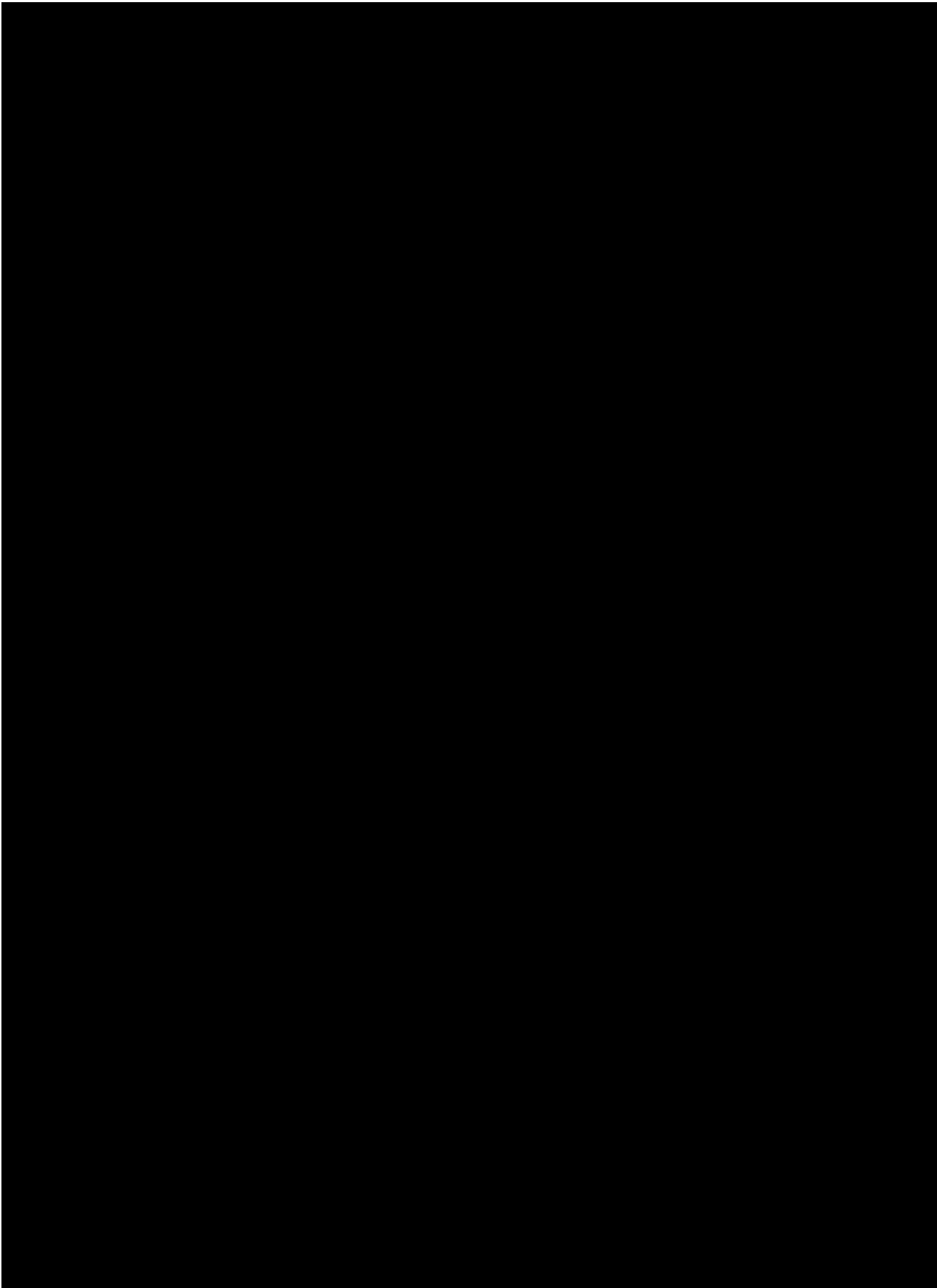
Schedule A34 (Independent Certifier Deed Poll)

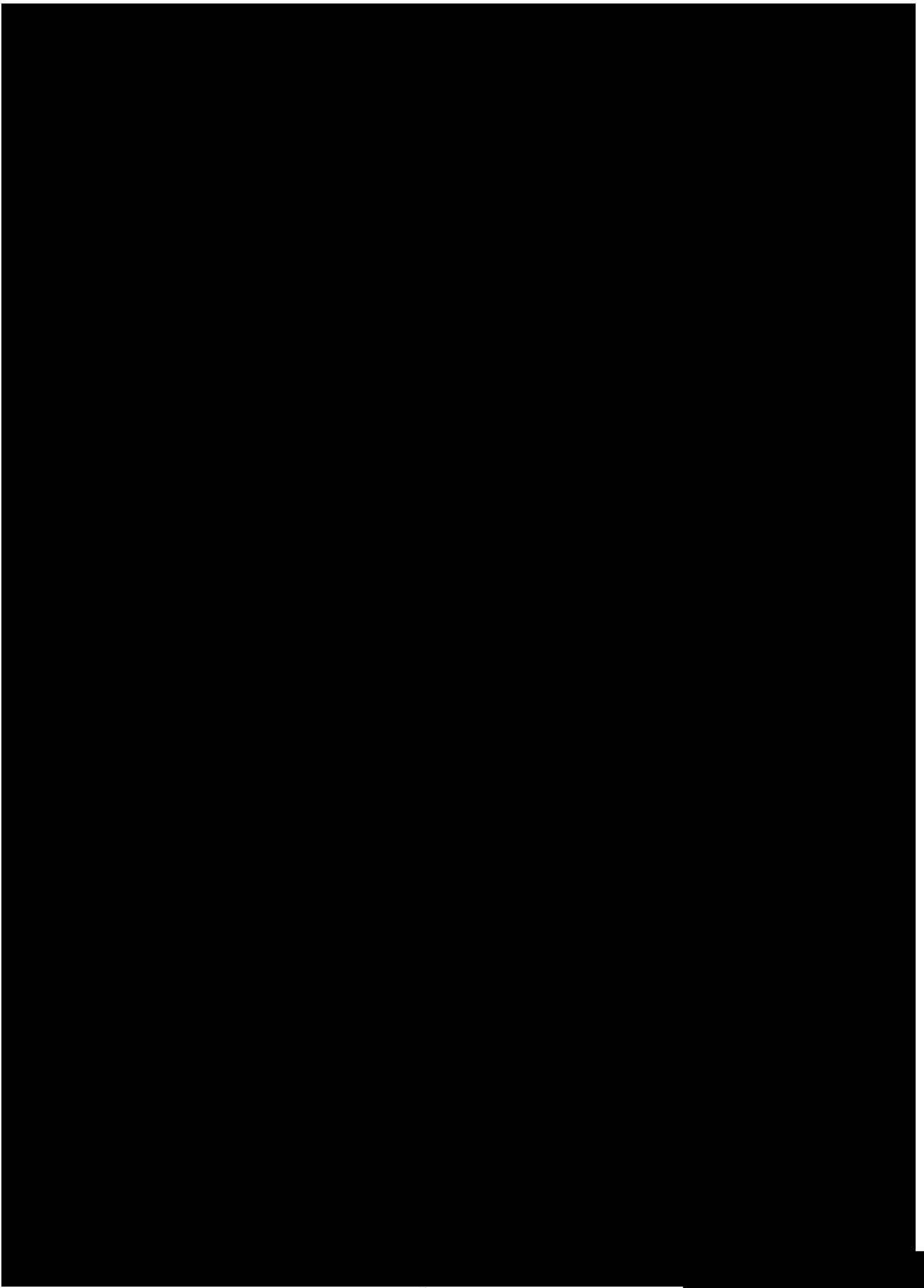
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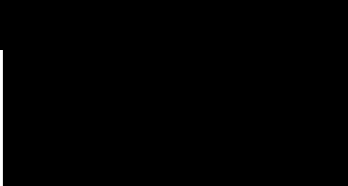
SCHEDULE A35 [REDACTED]

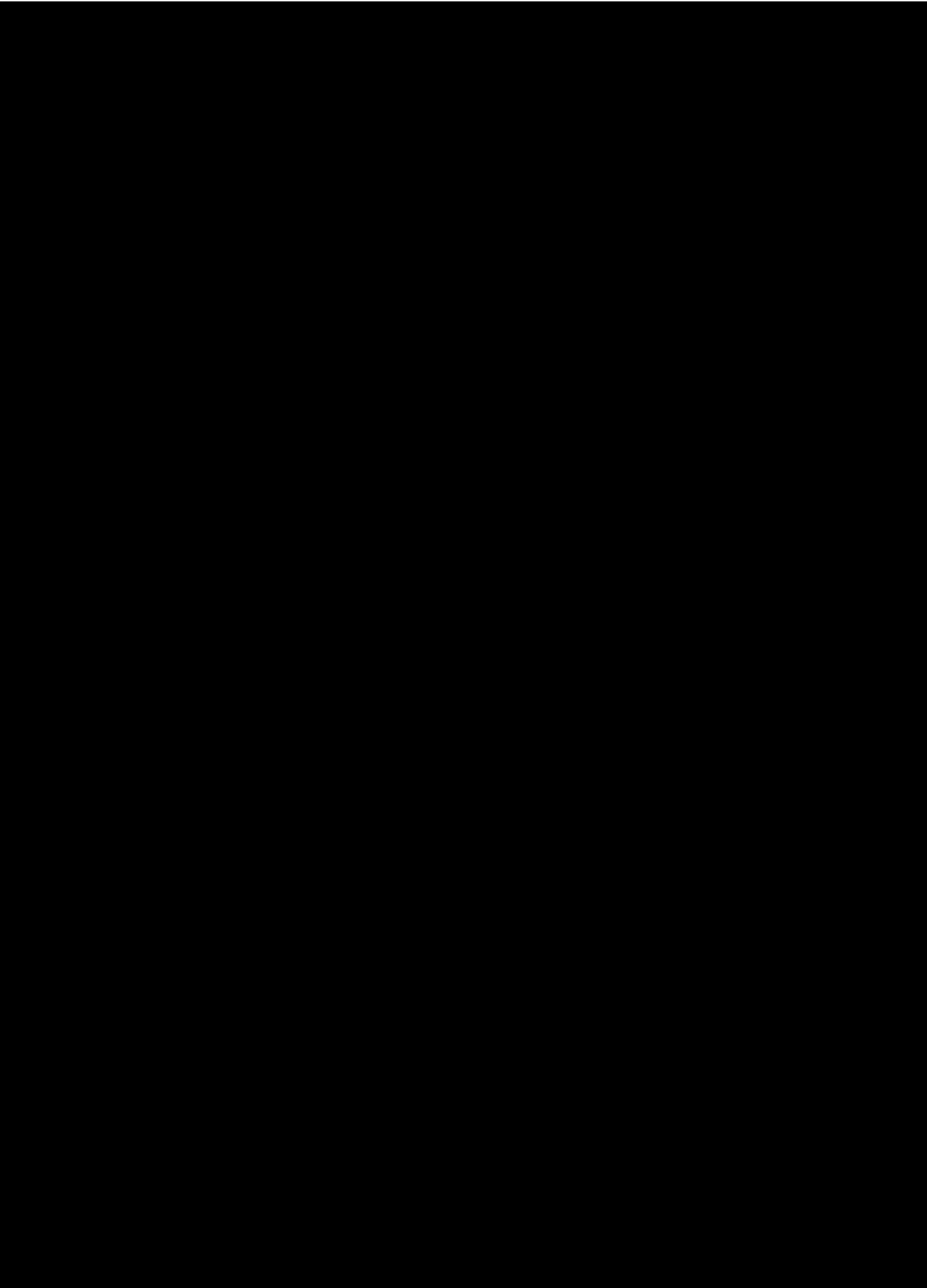




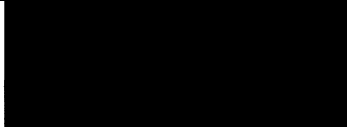
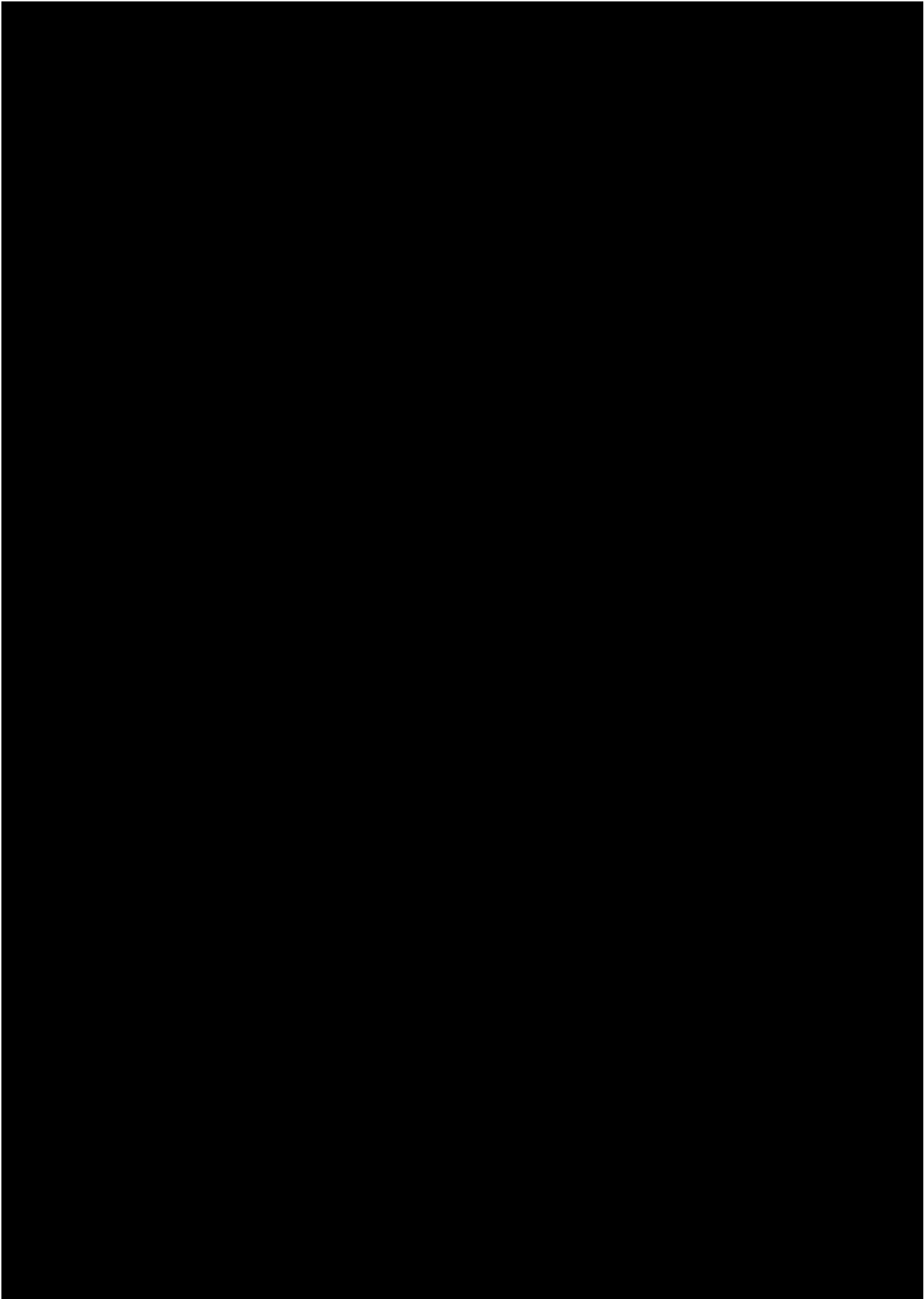


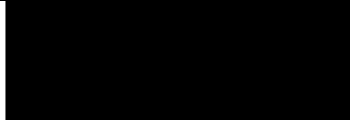
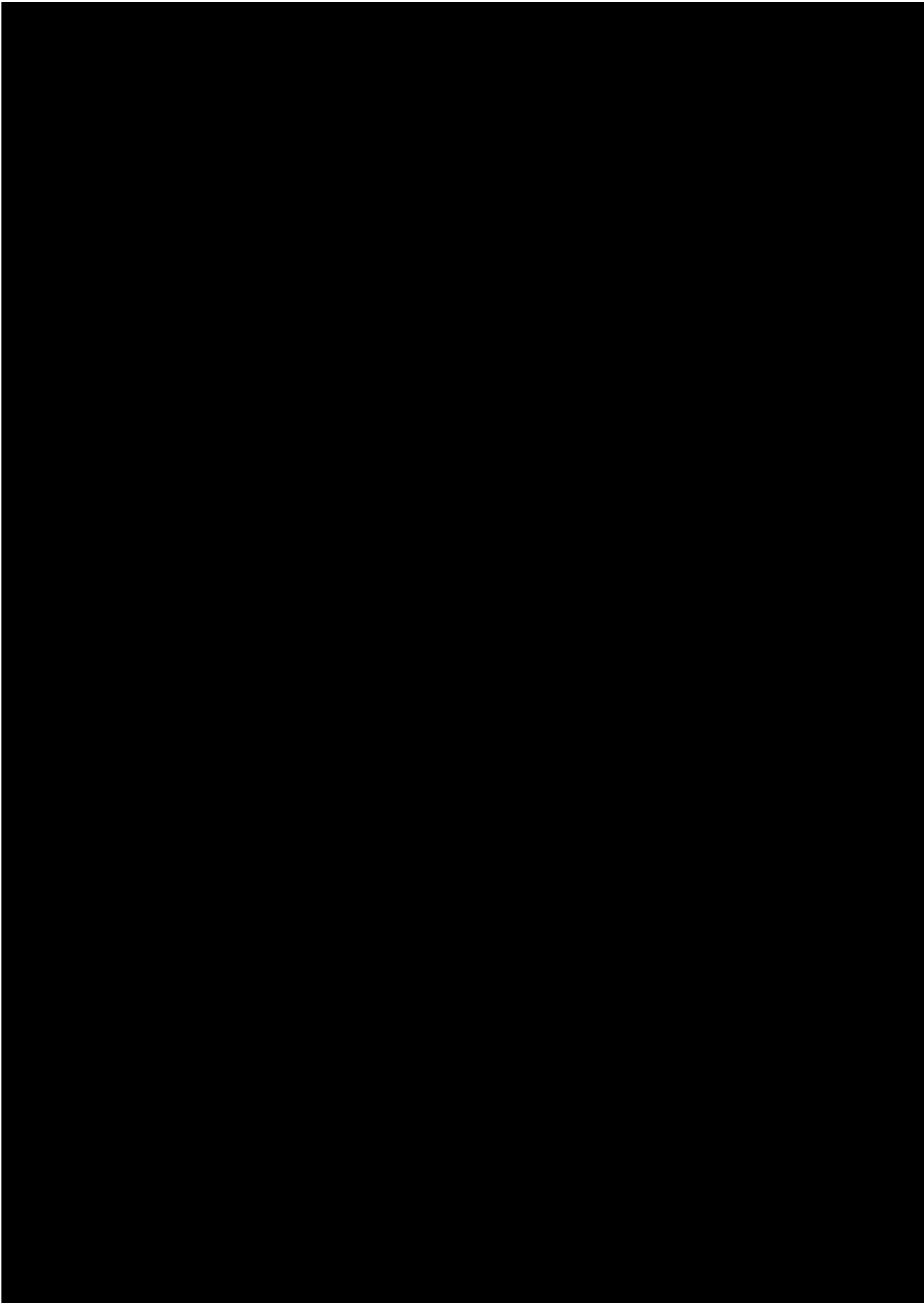
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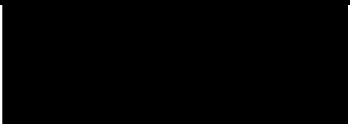
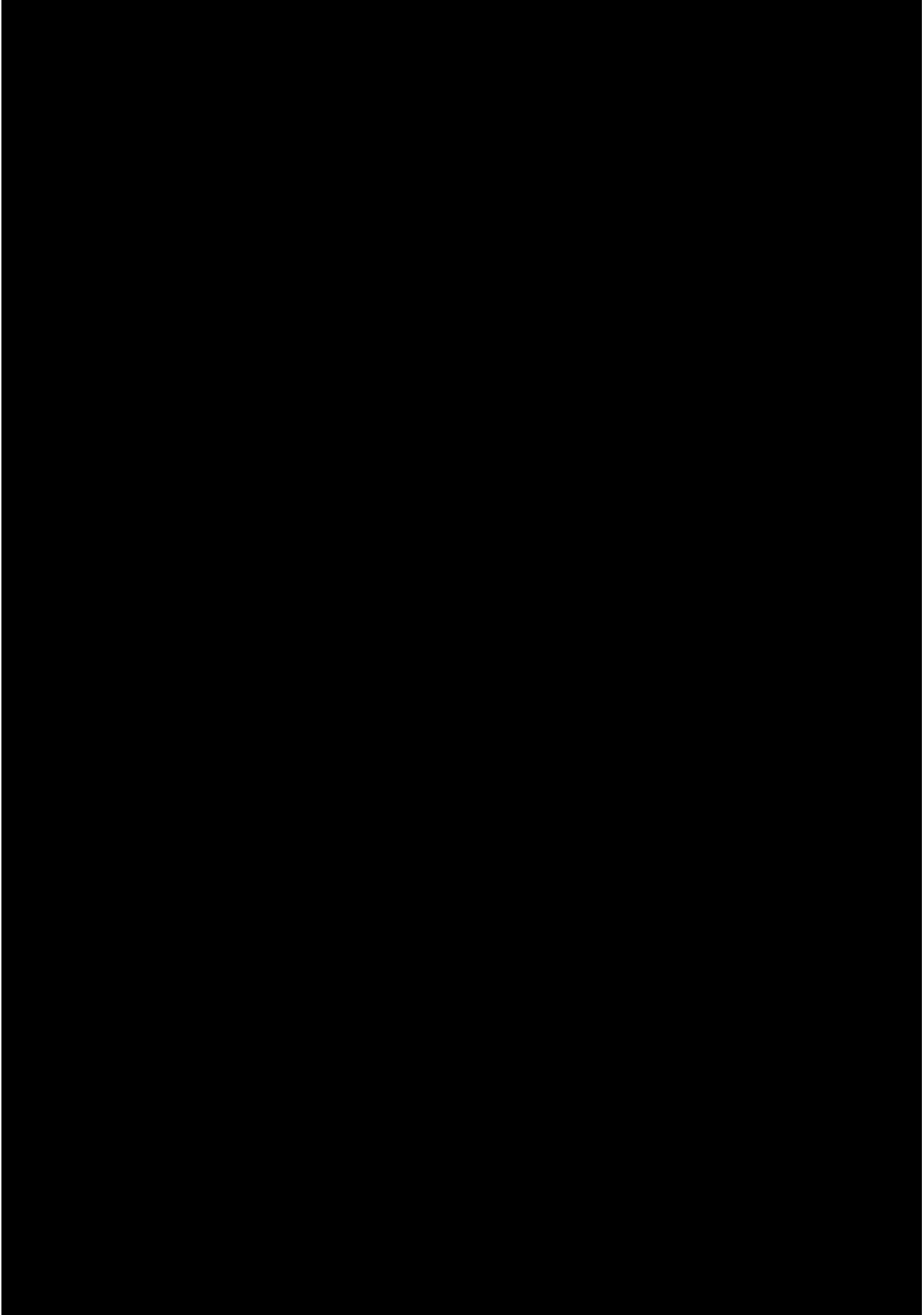


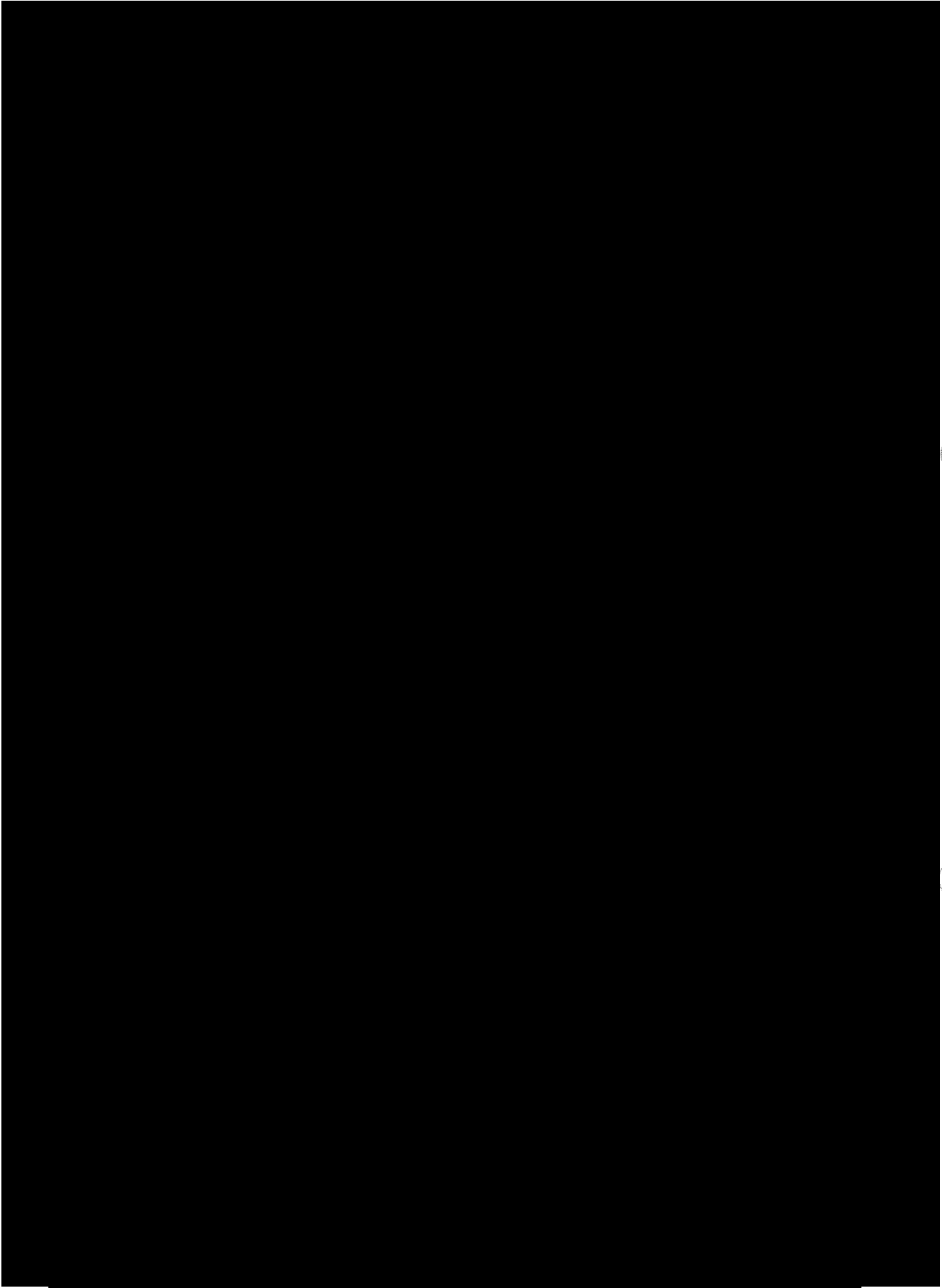


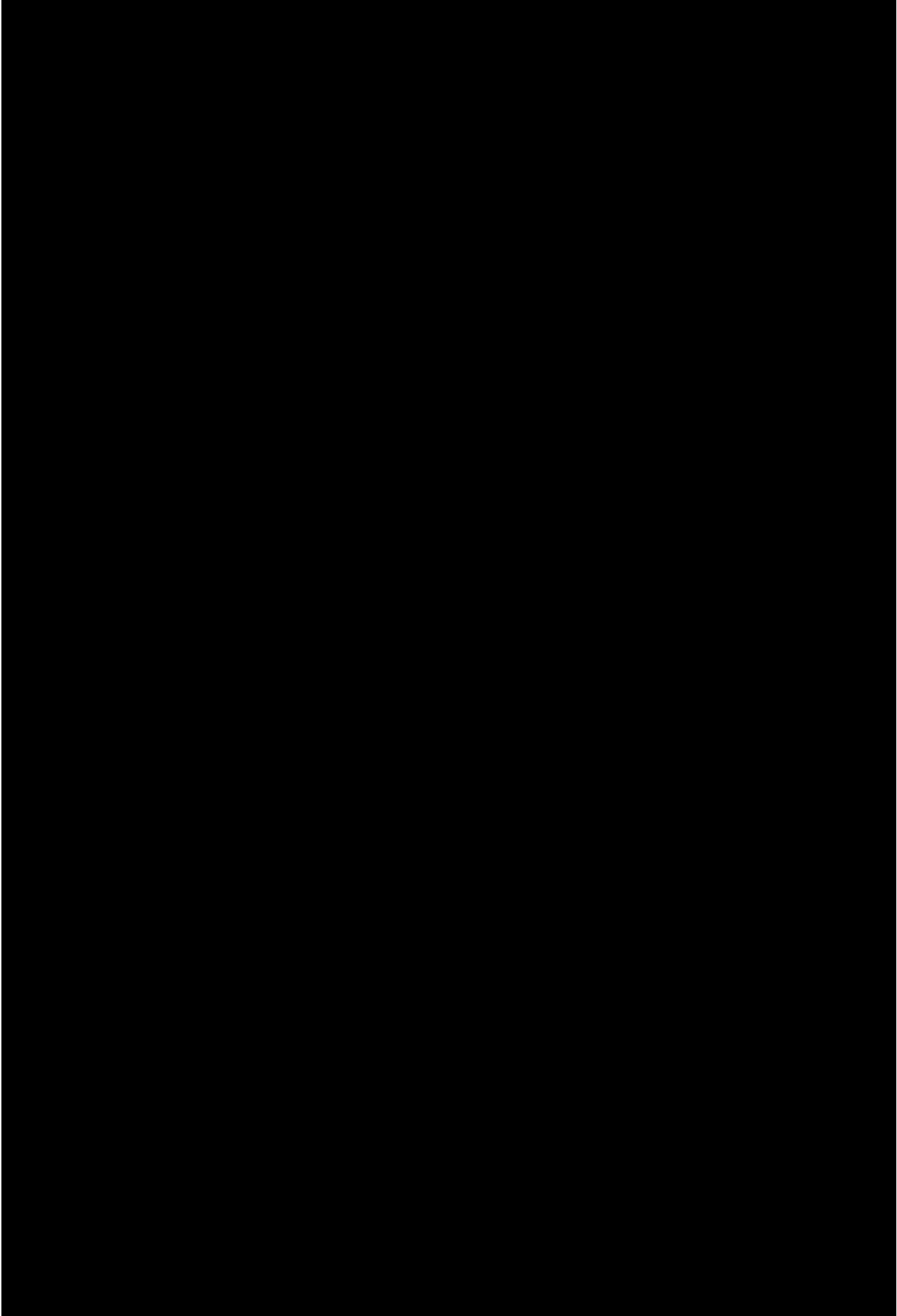


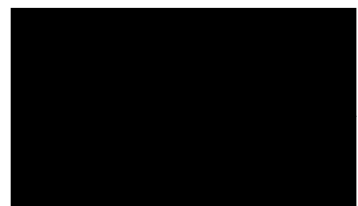
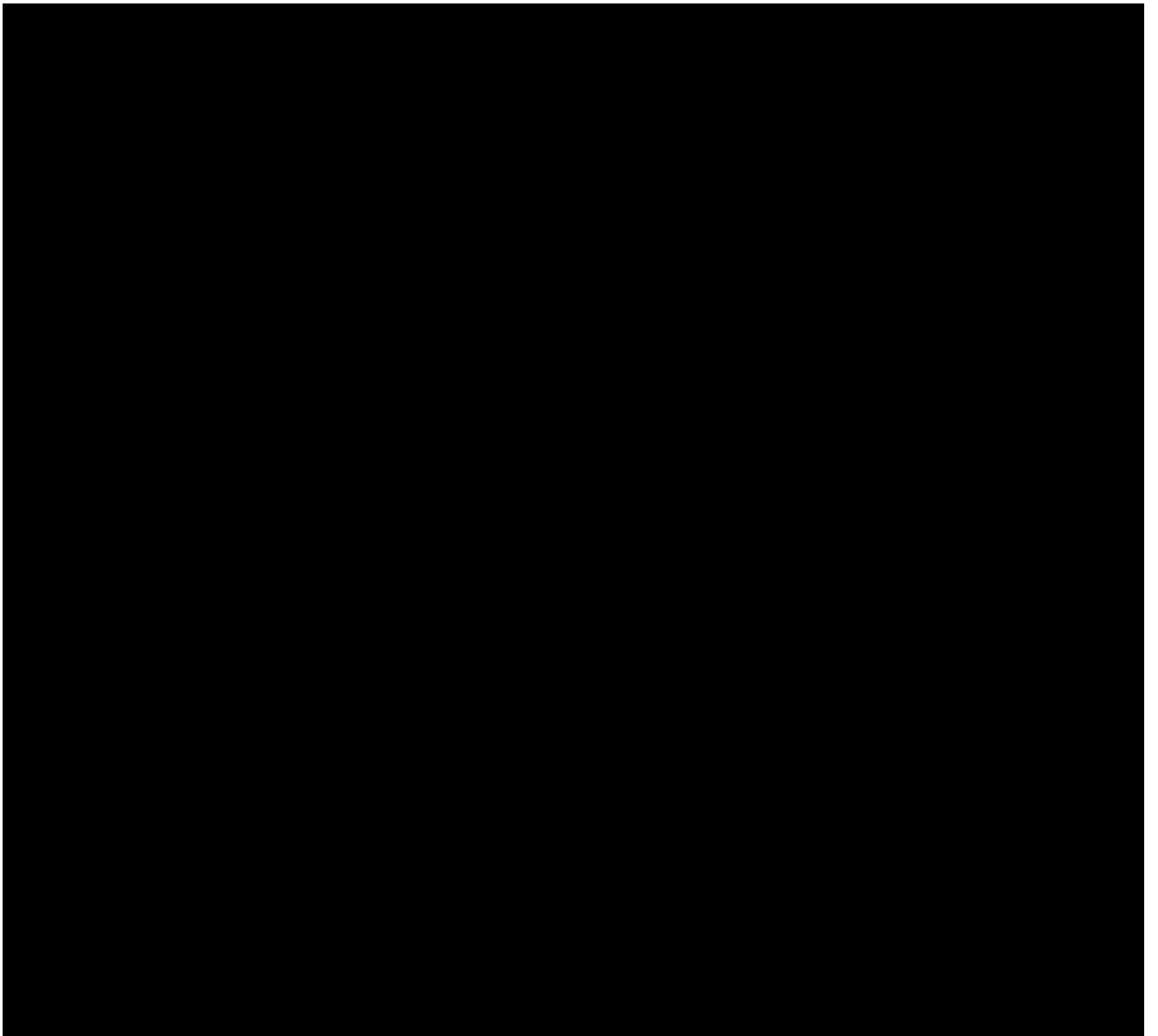


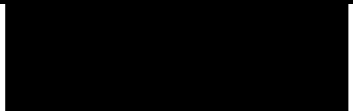
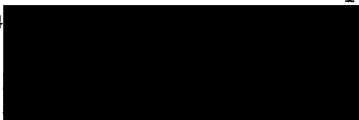
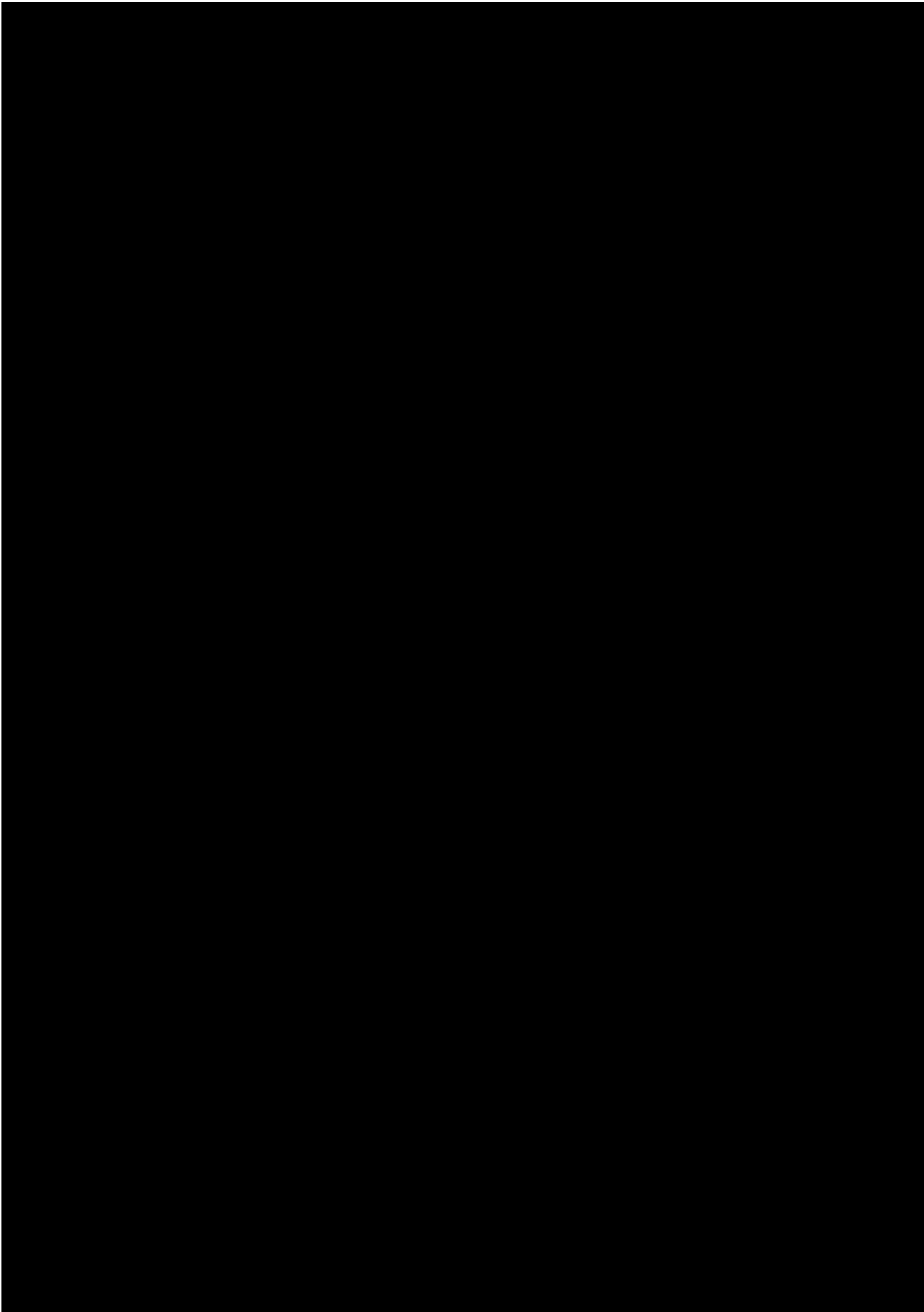


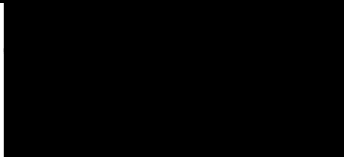
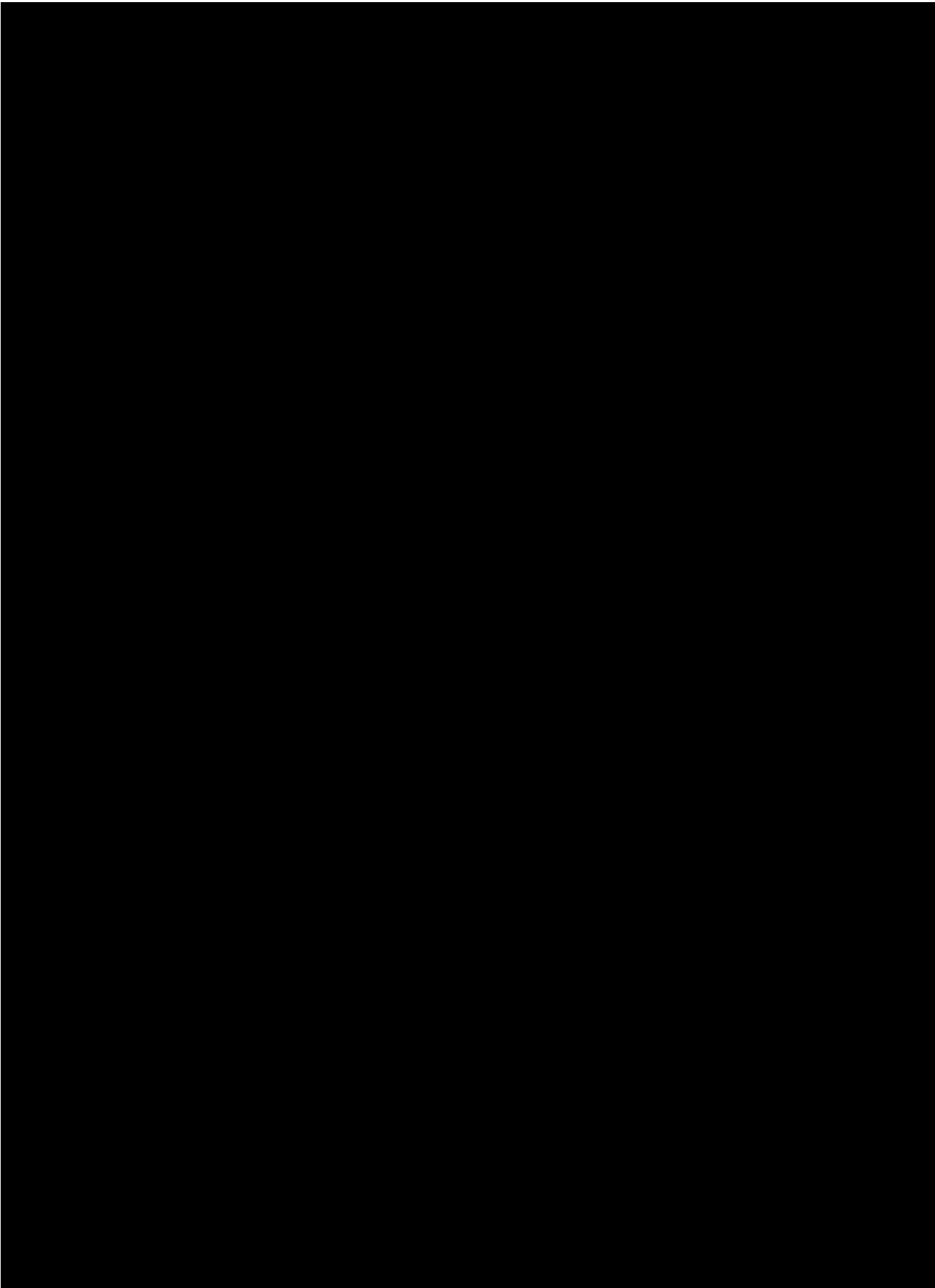




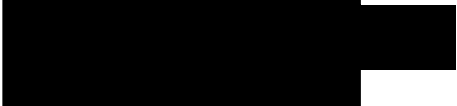
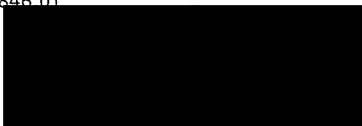
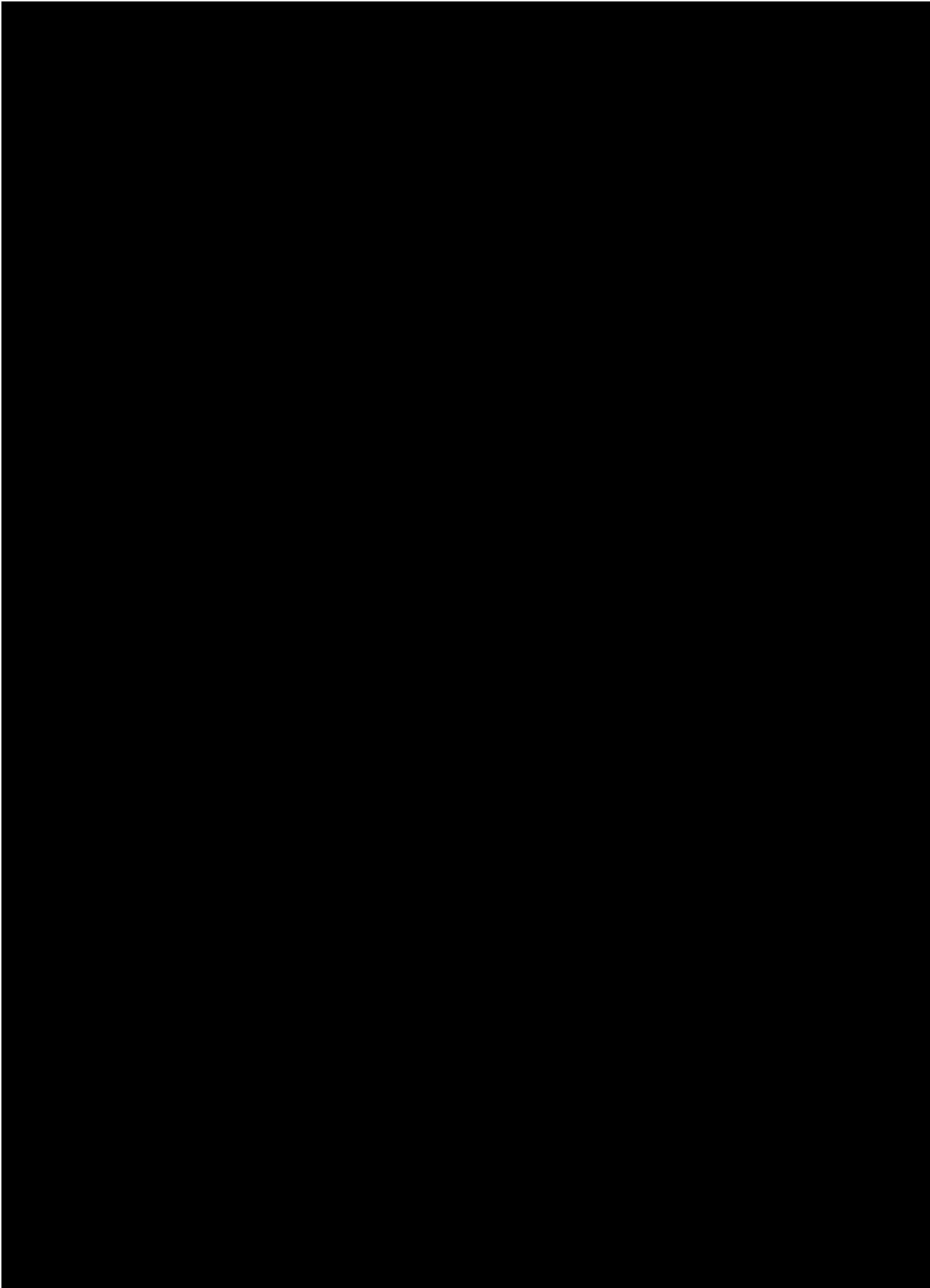


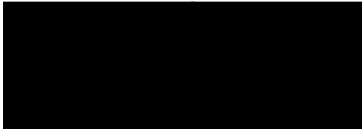
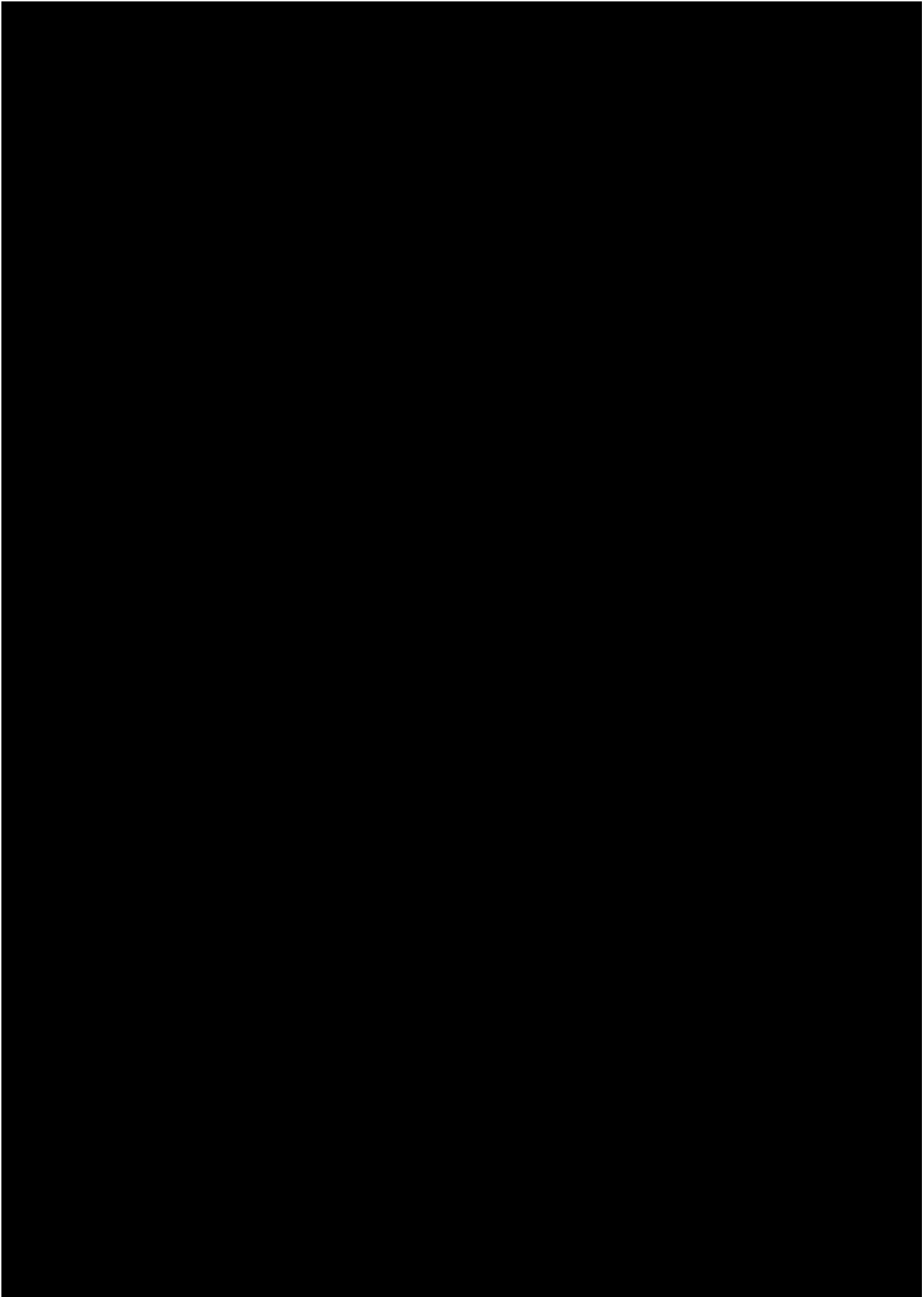


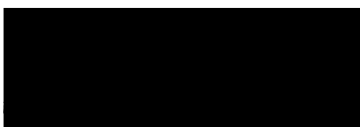
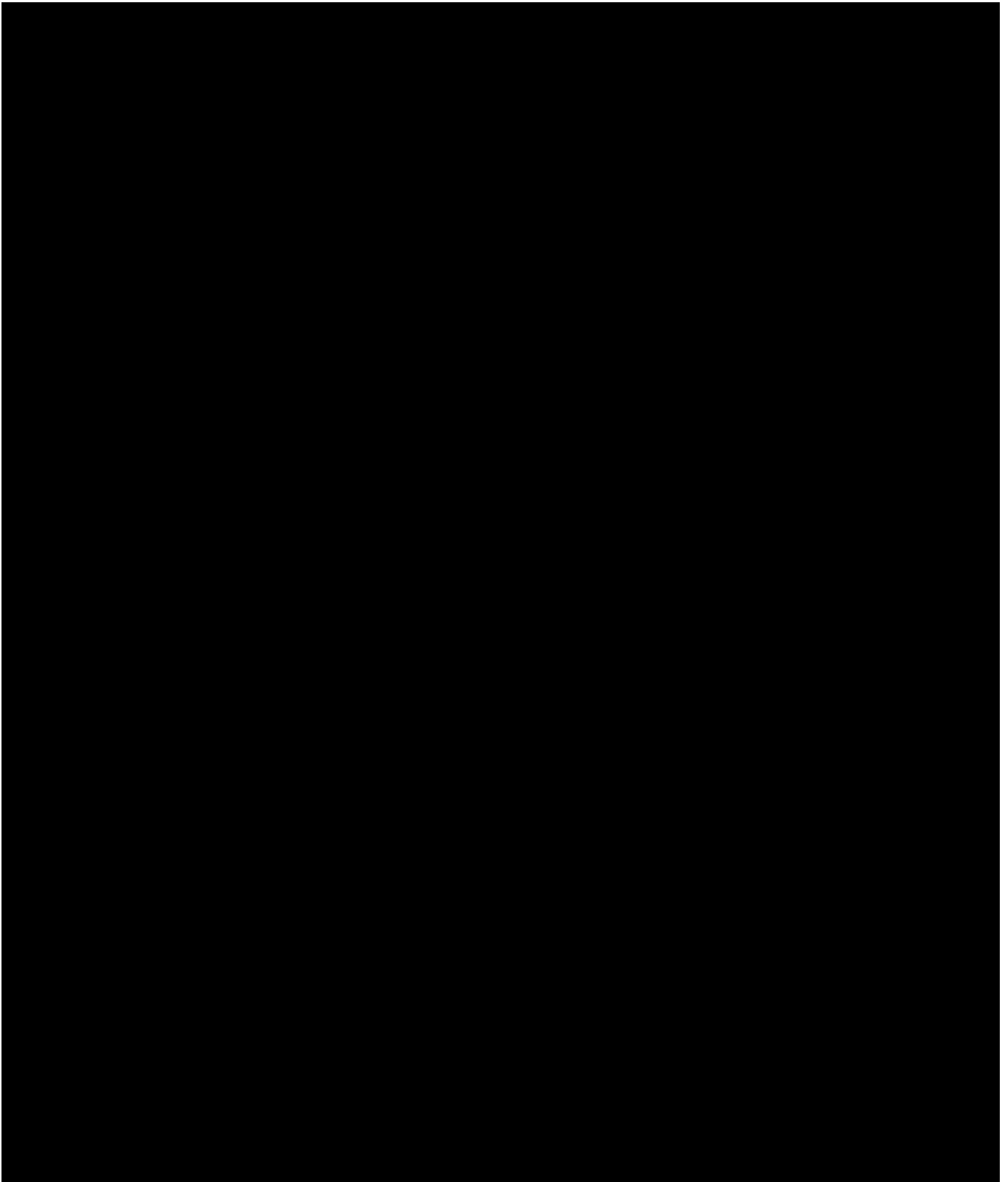






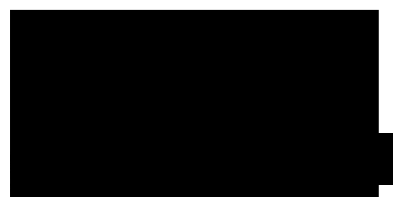






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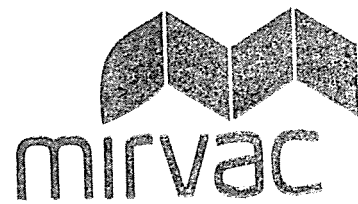
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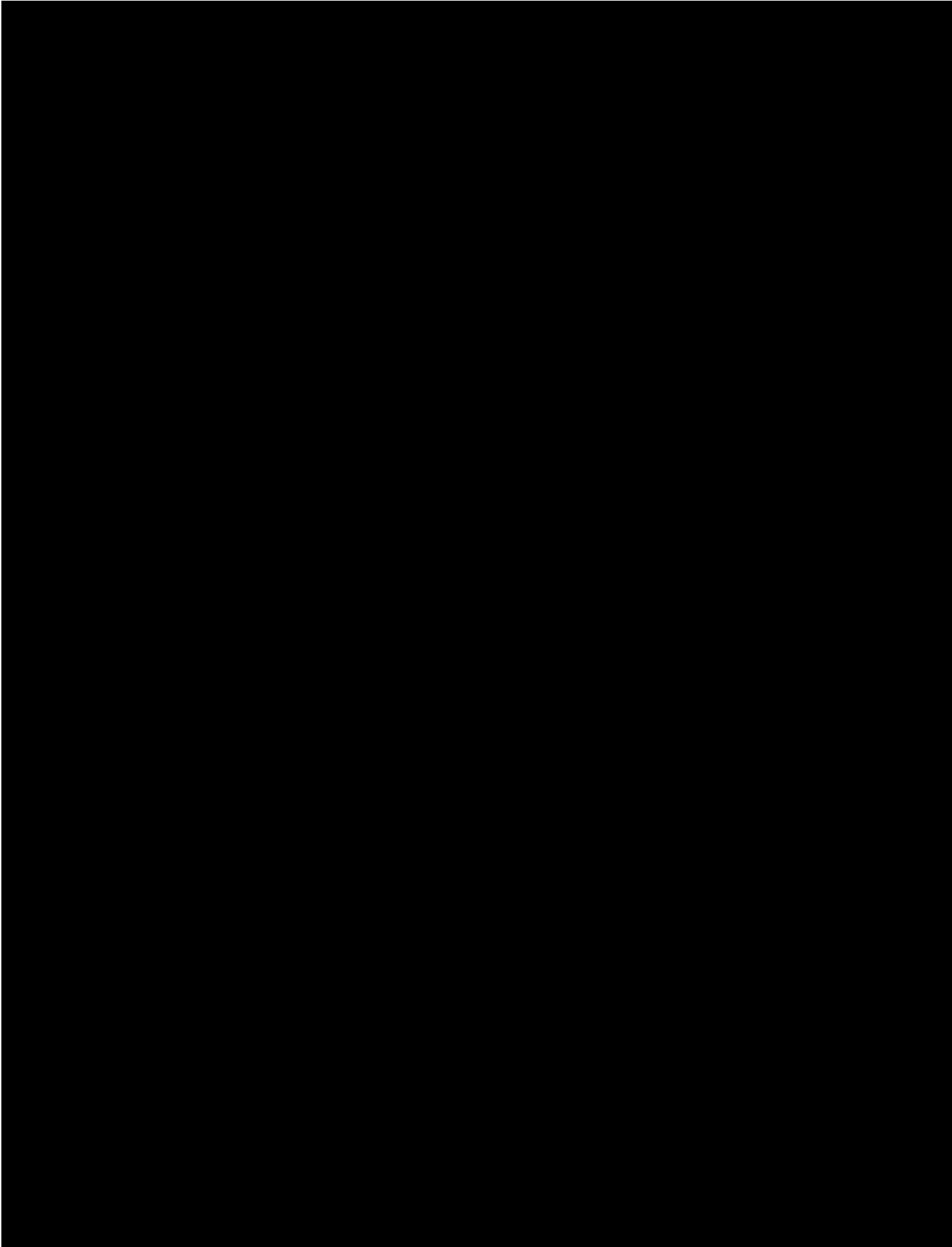


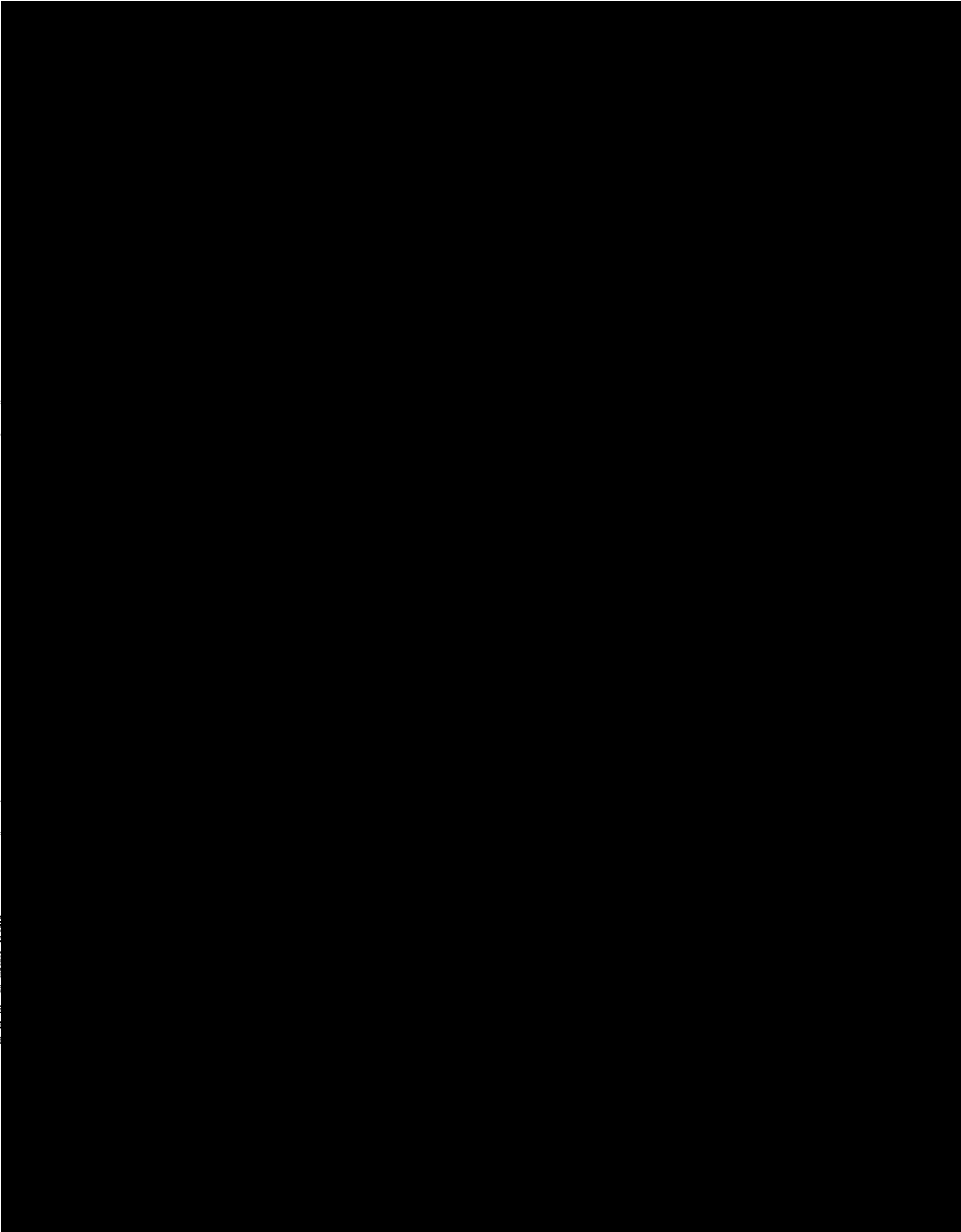
**SCHEDULE A36. –INDEPENDENT CERTIFIER DEED (SOCIAL HOUSING)**

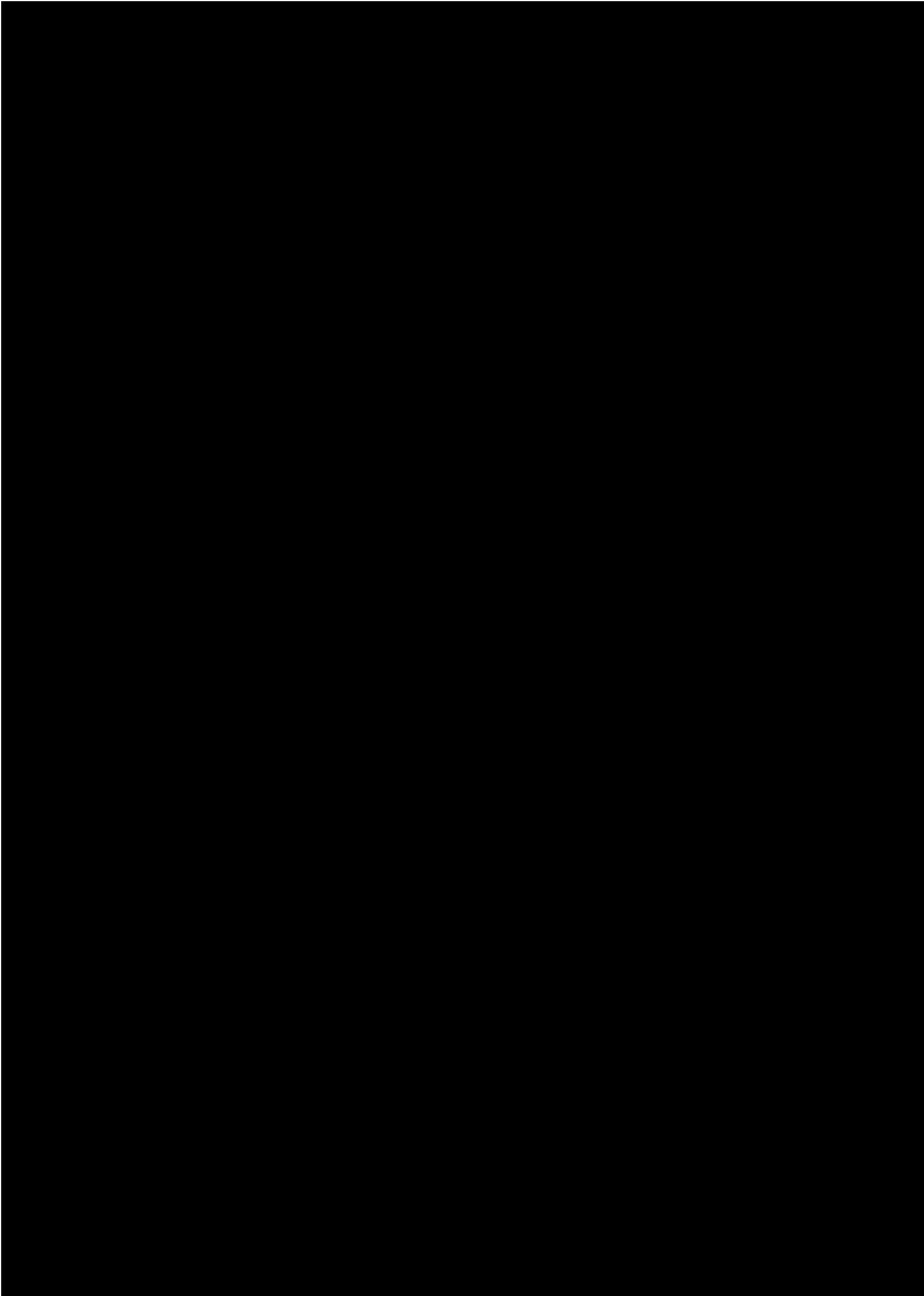


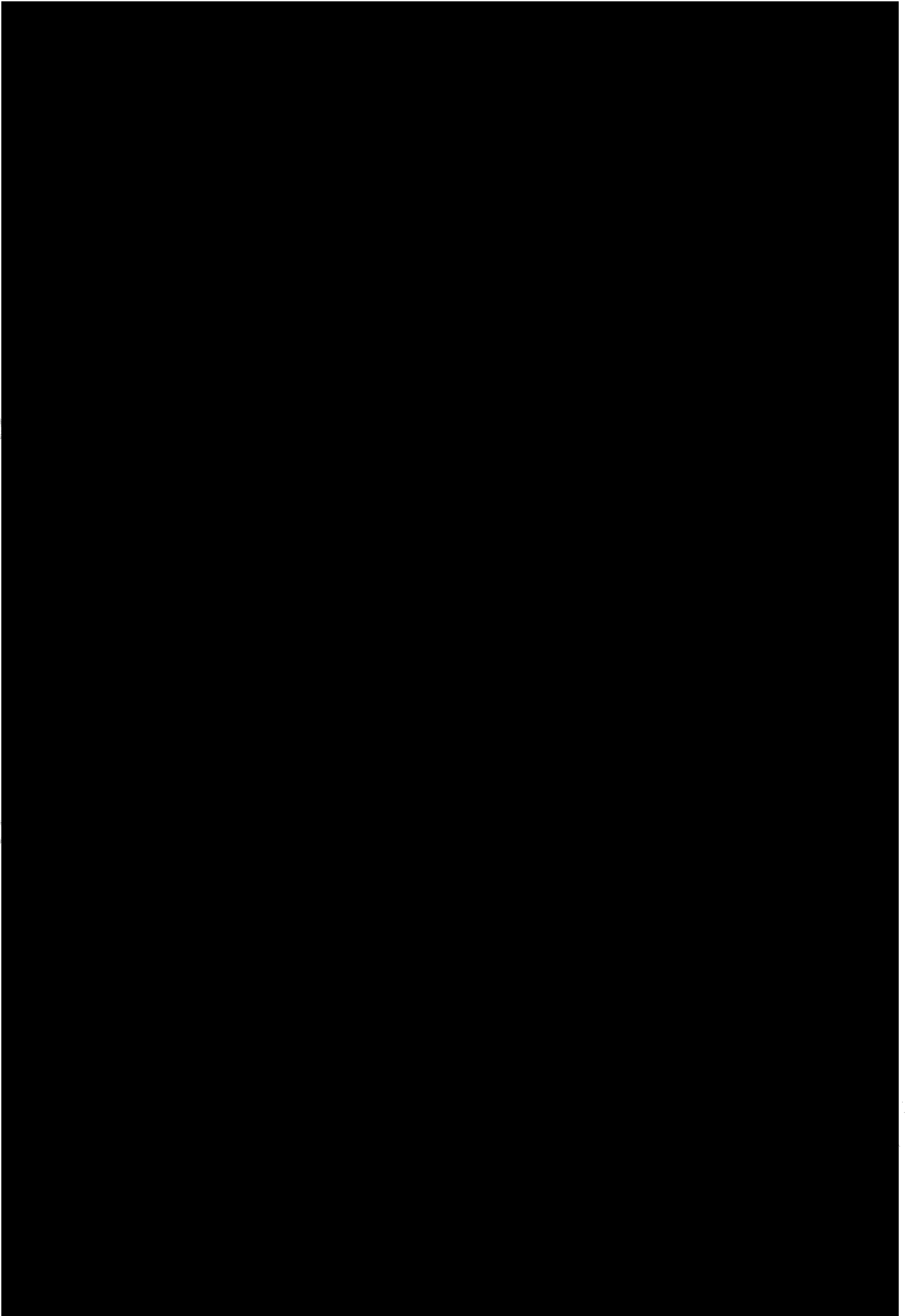
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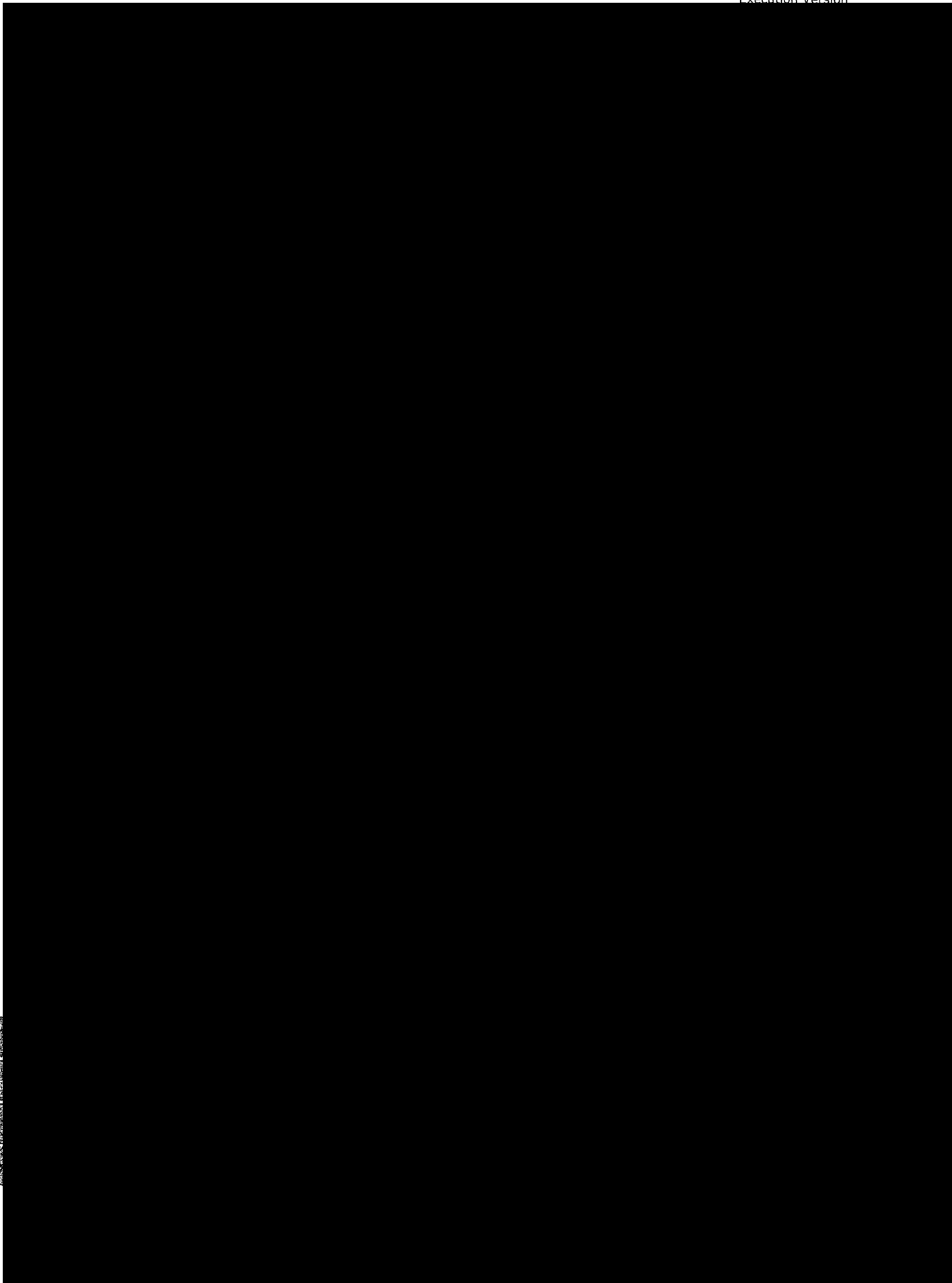


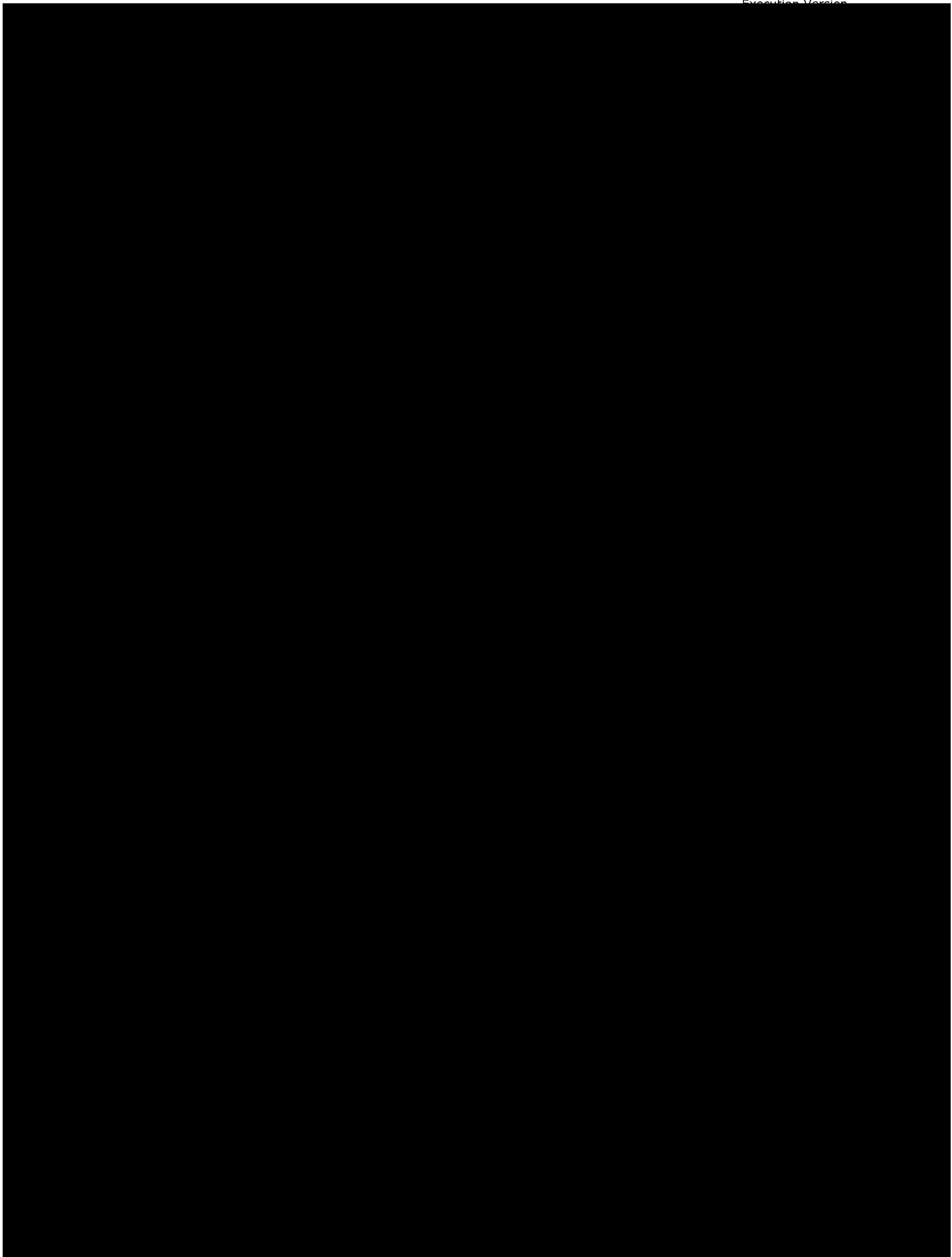


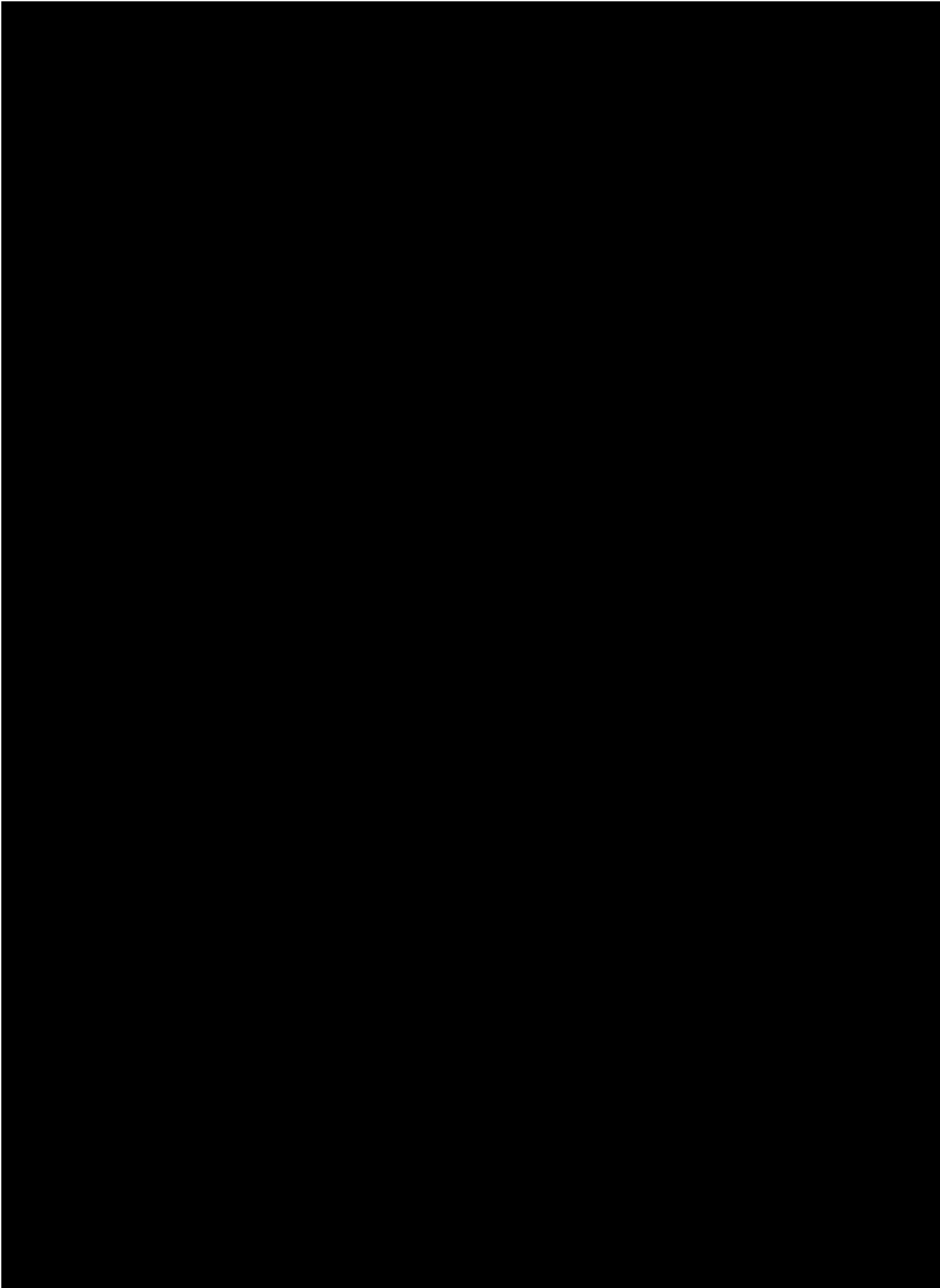


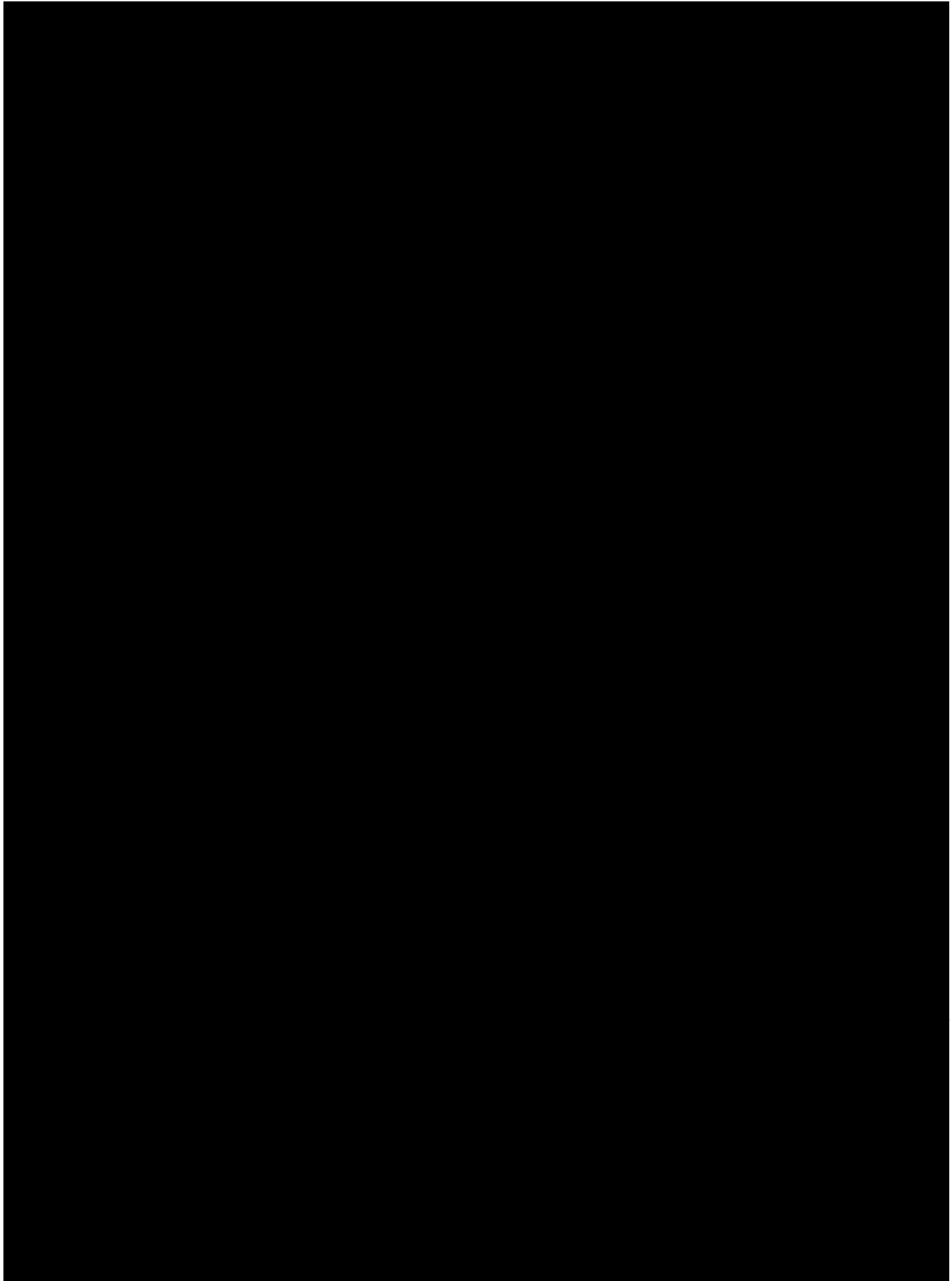




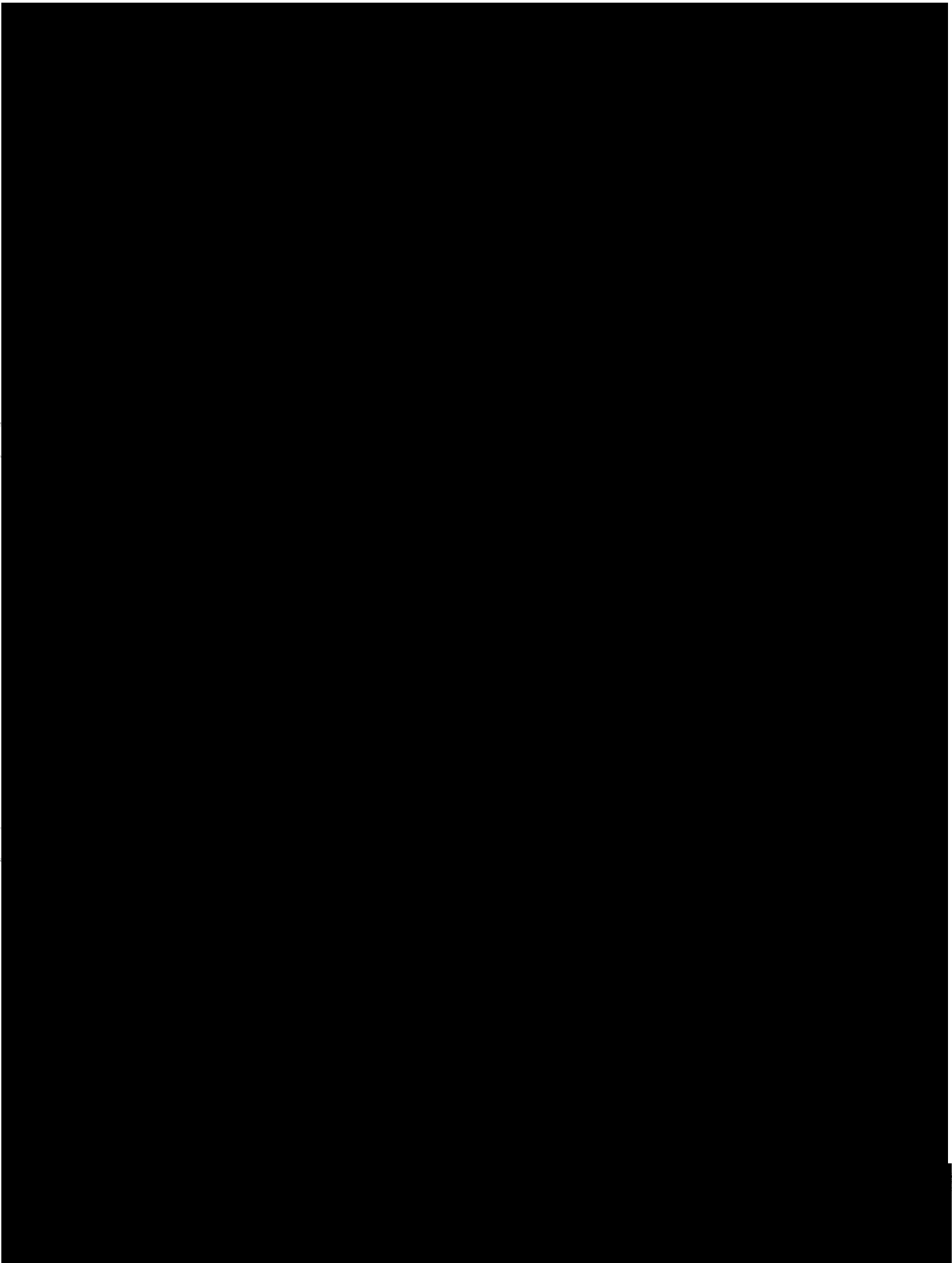




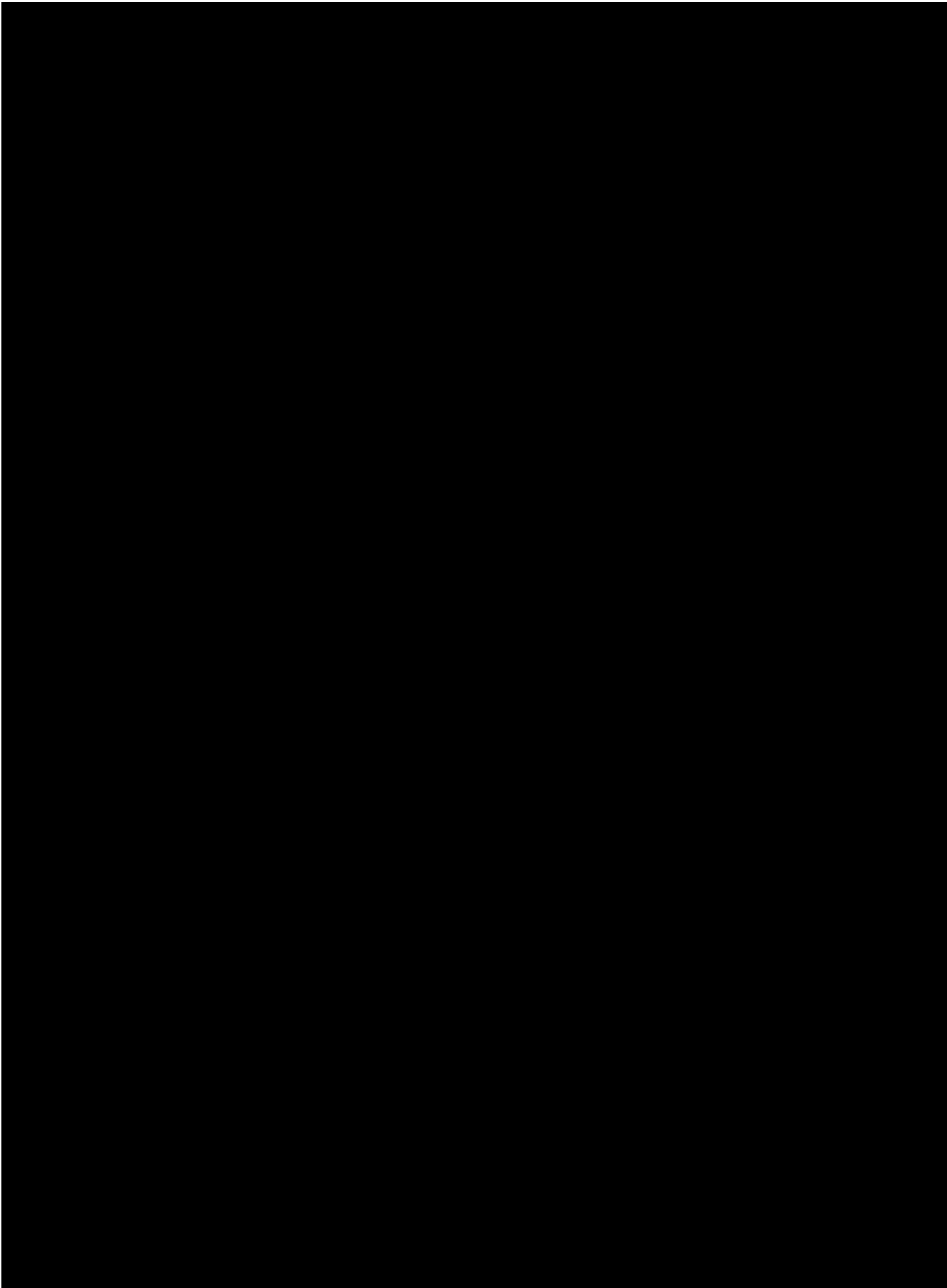


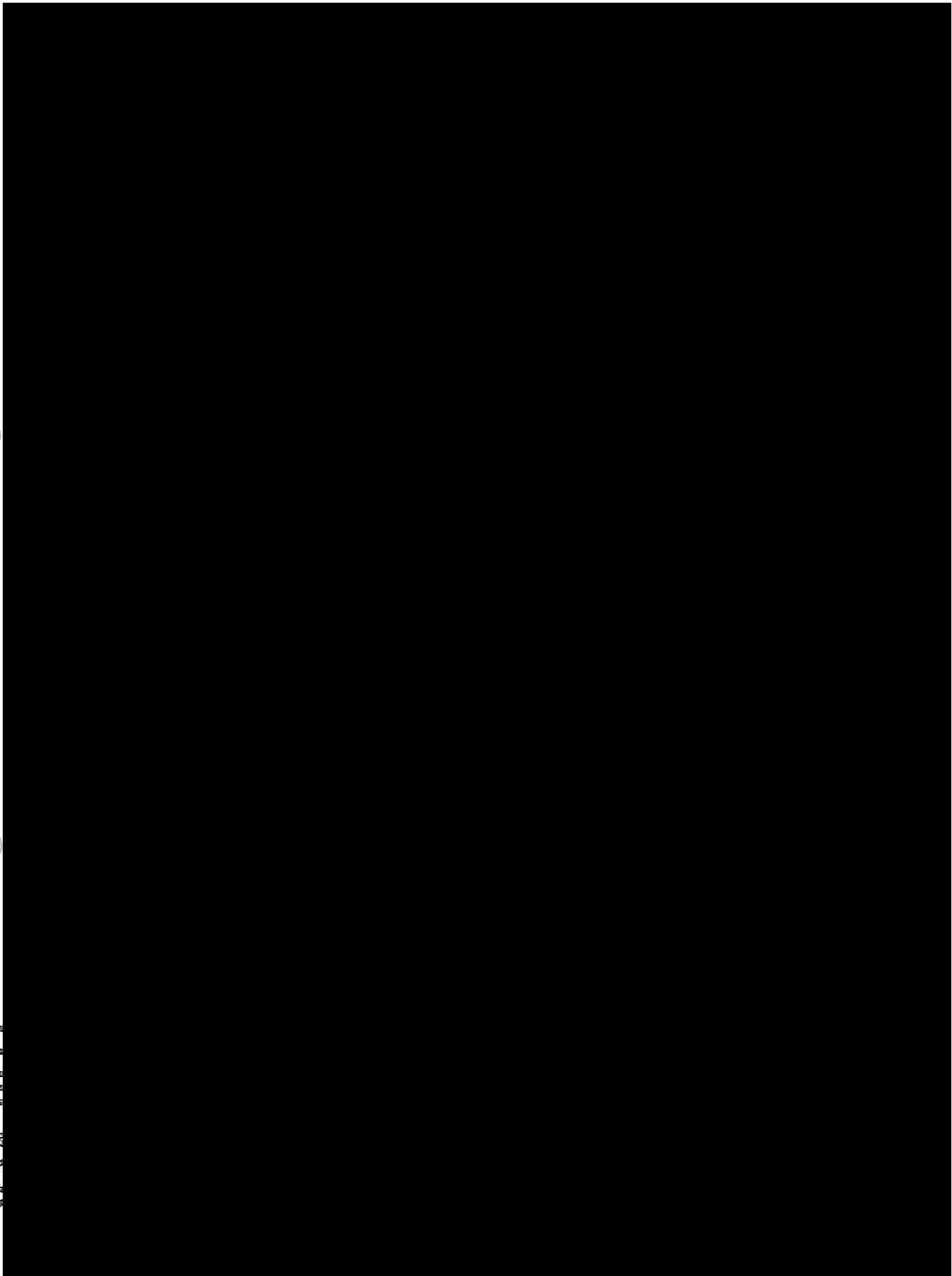




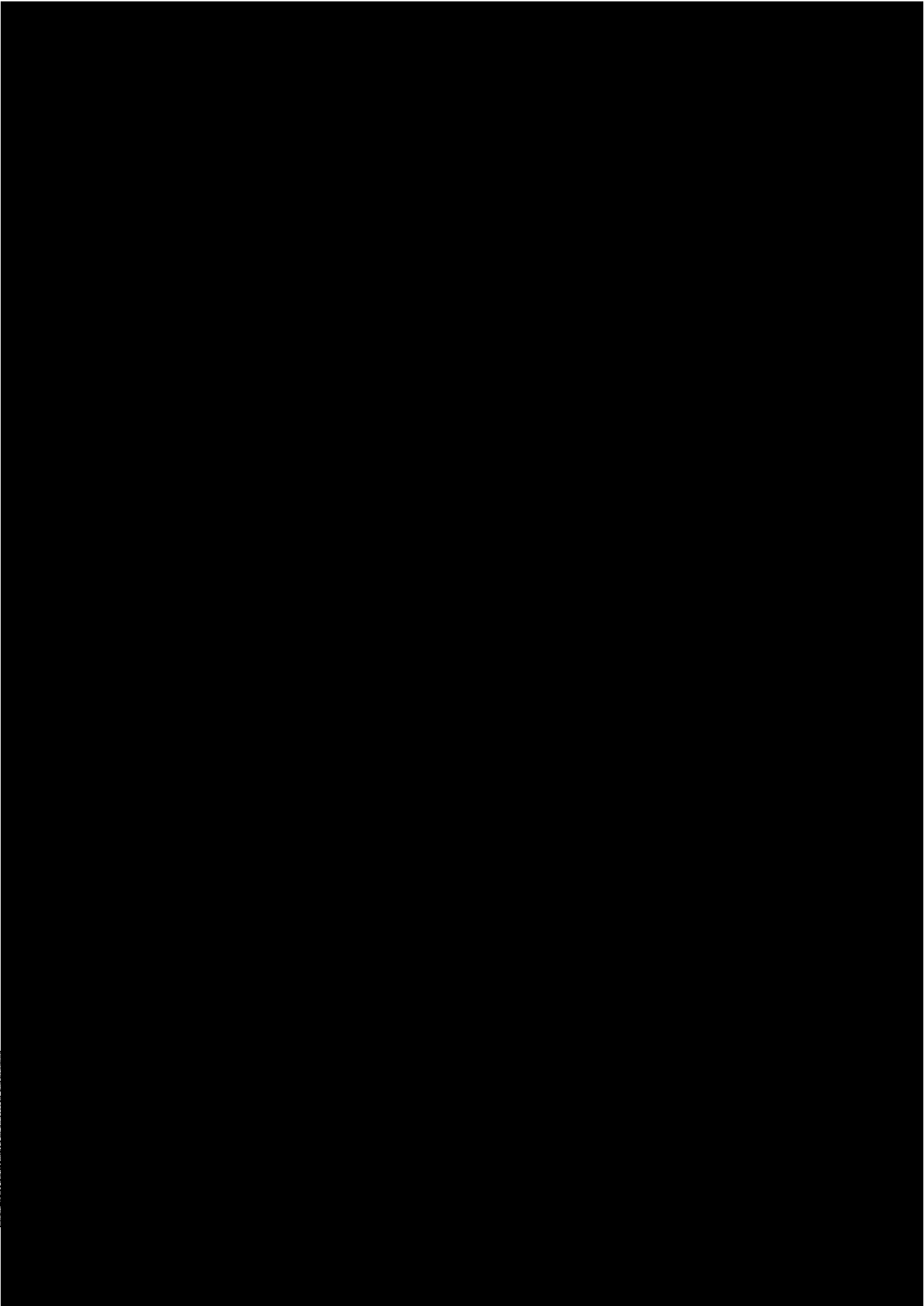


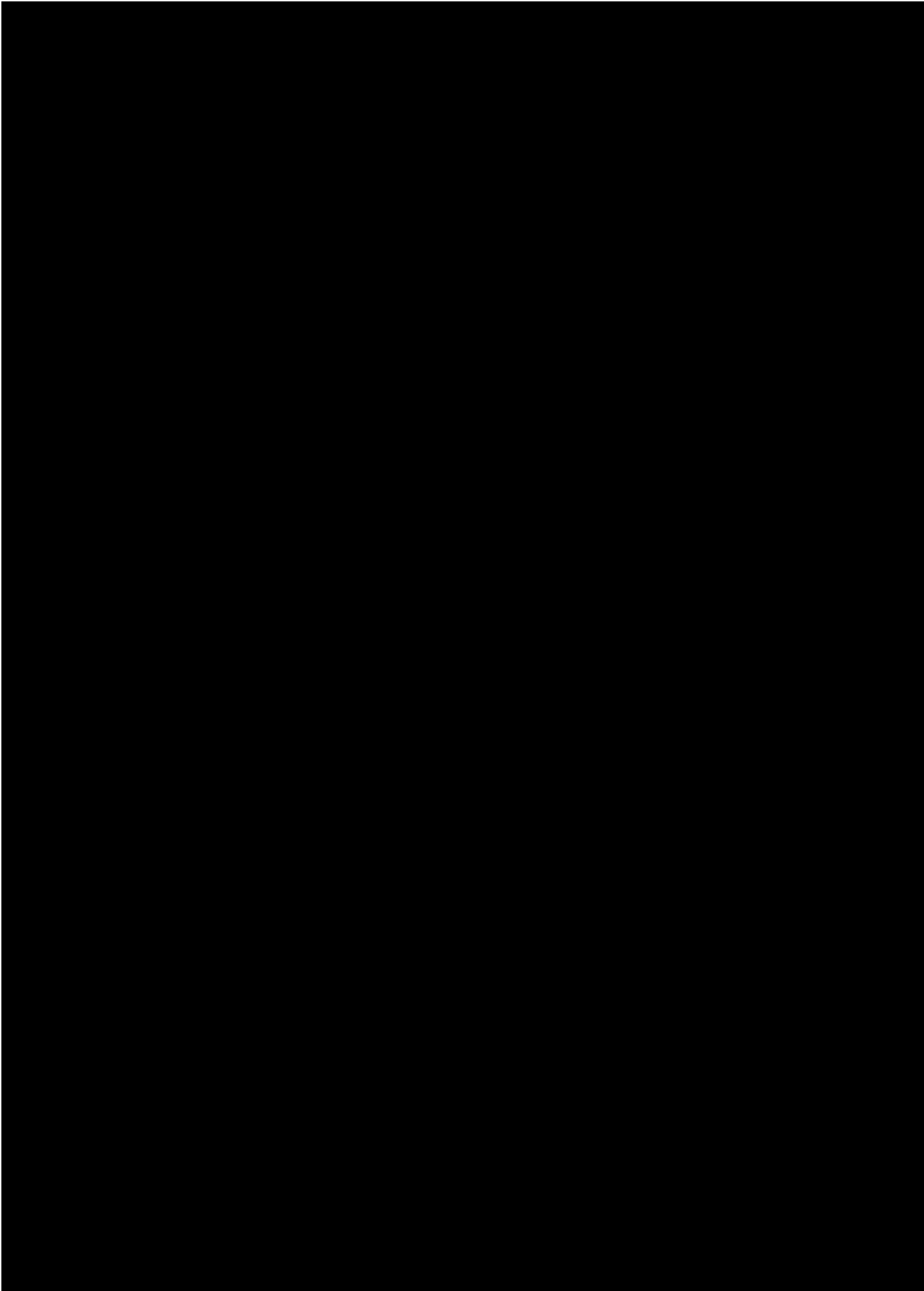
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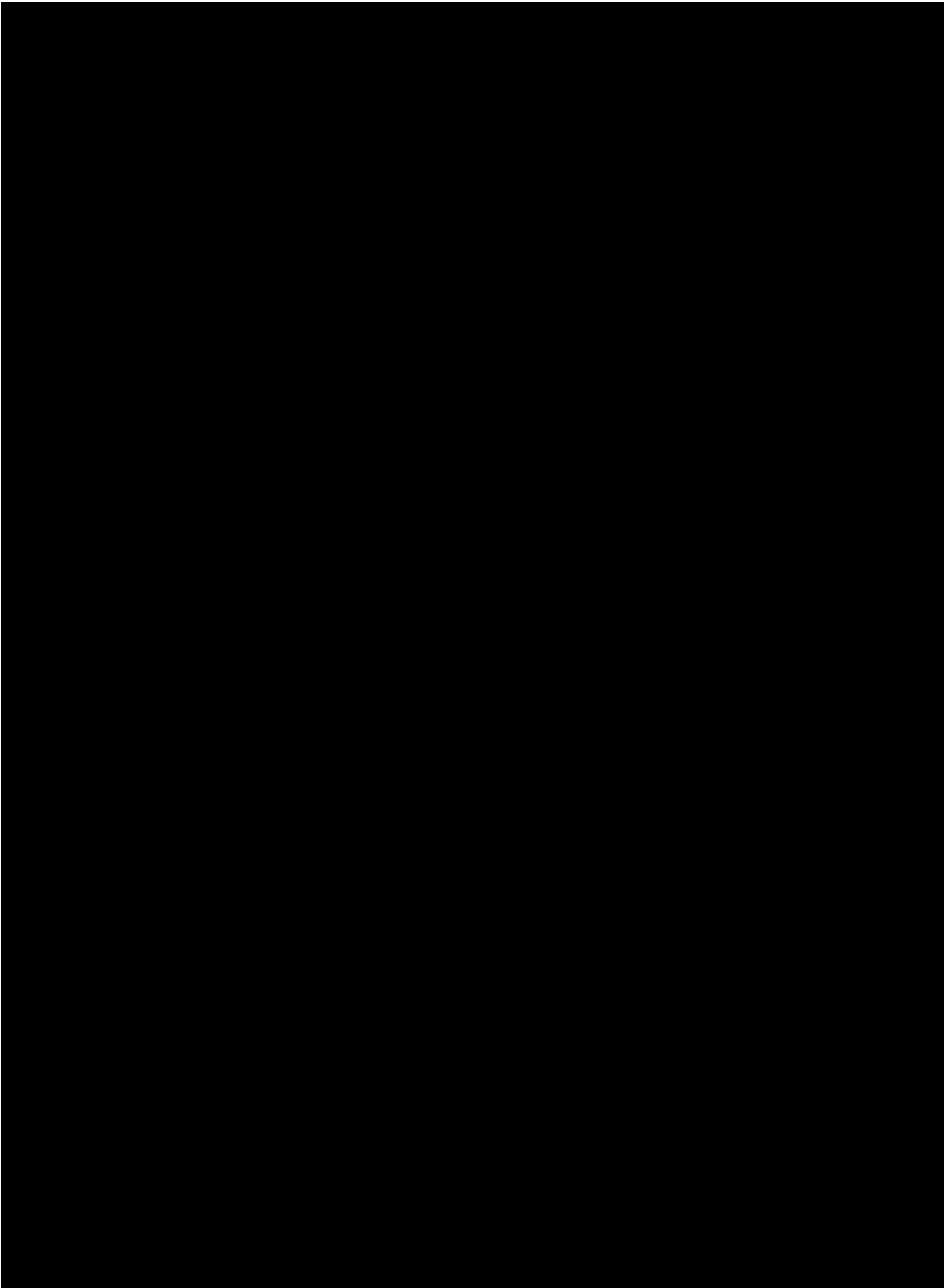
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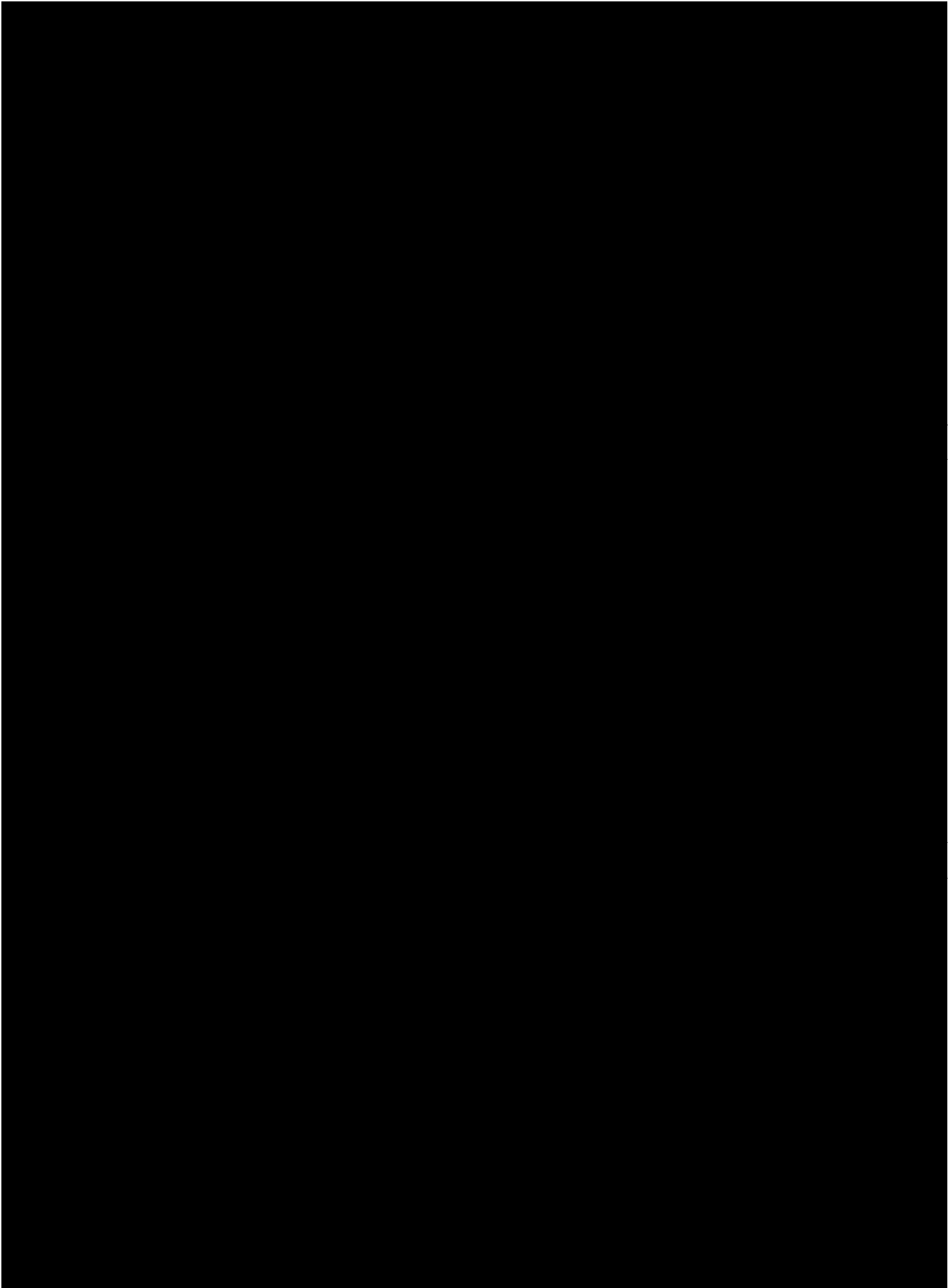
© 2006-2007 HBB (Independent Contractor)

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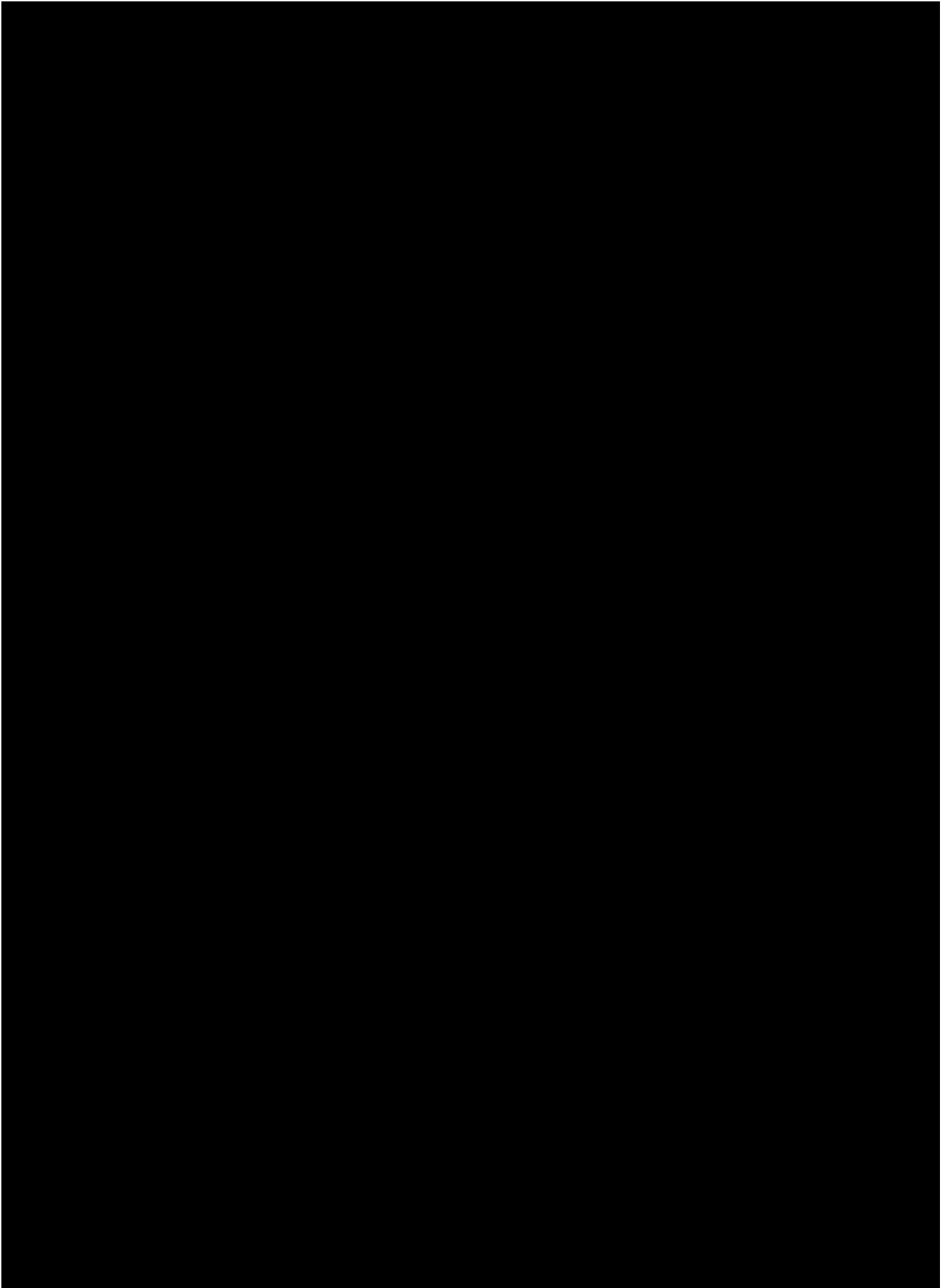


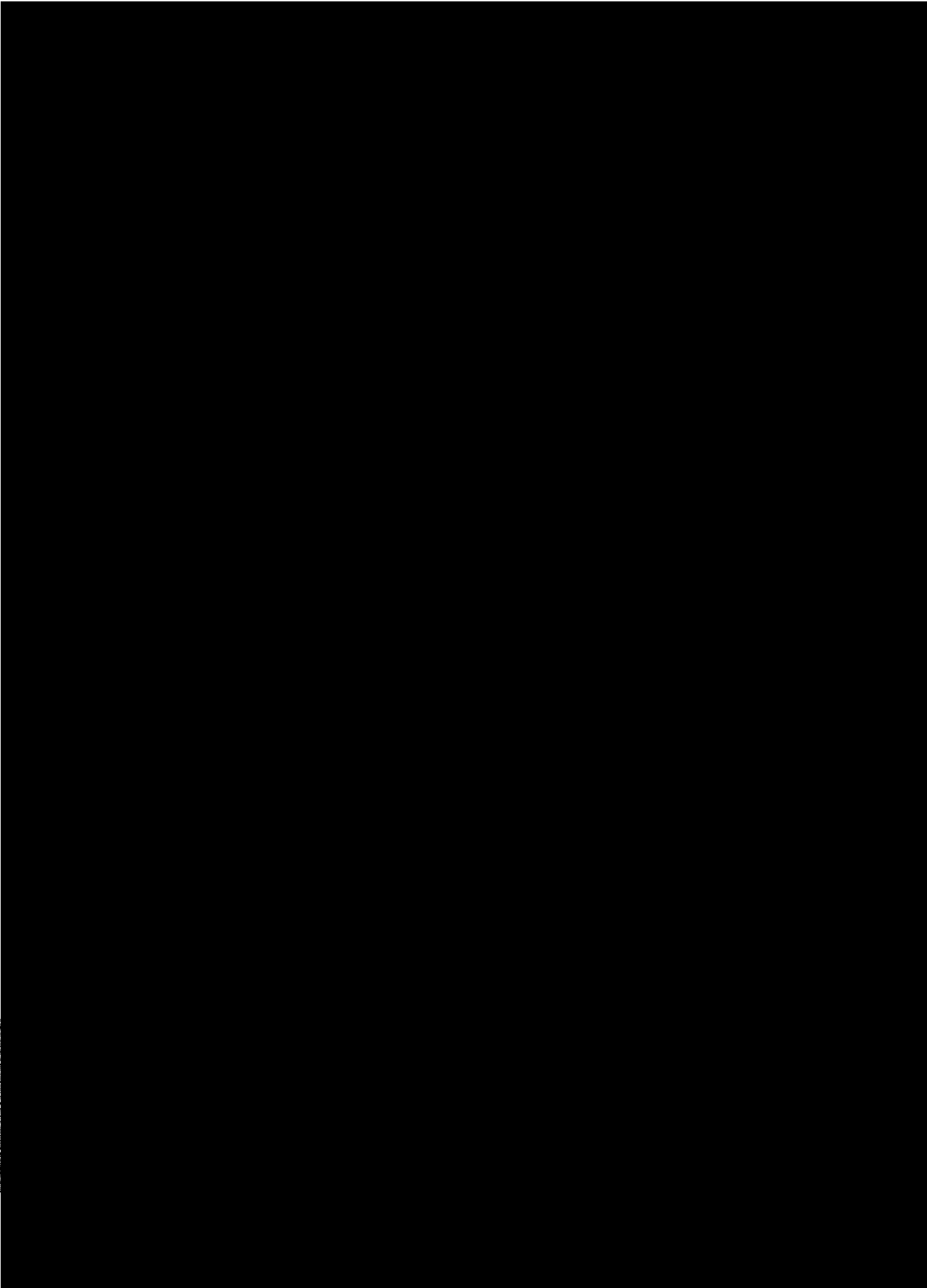


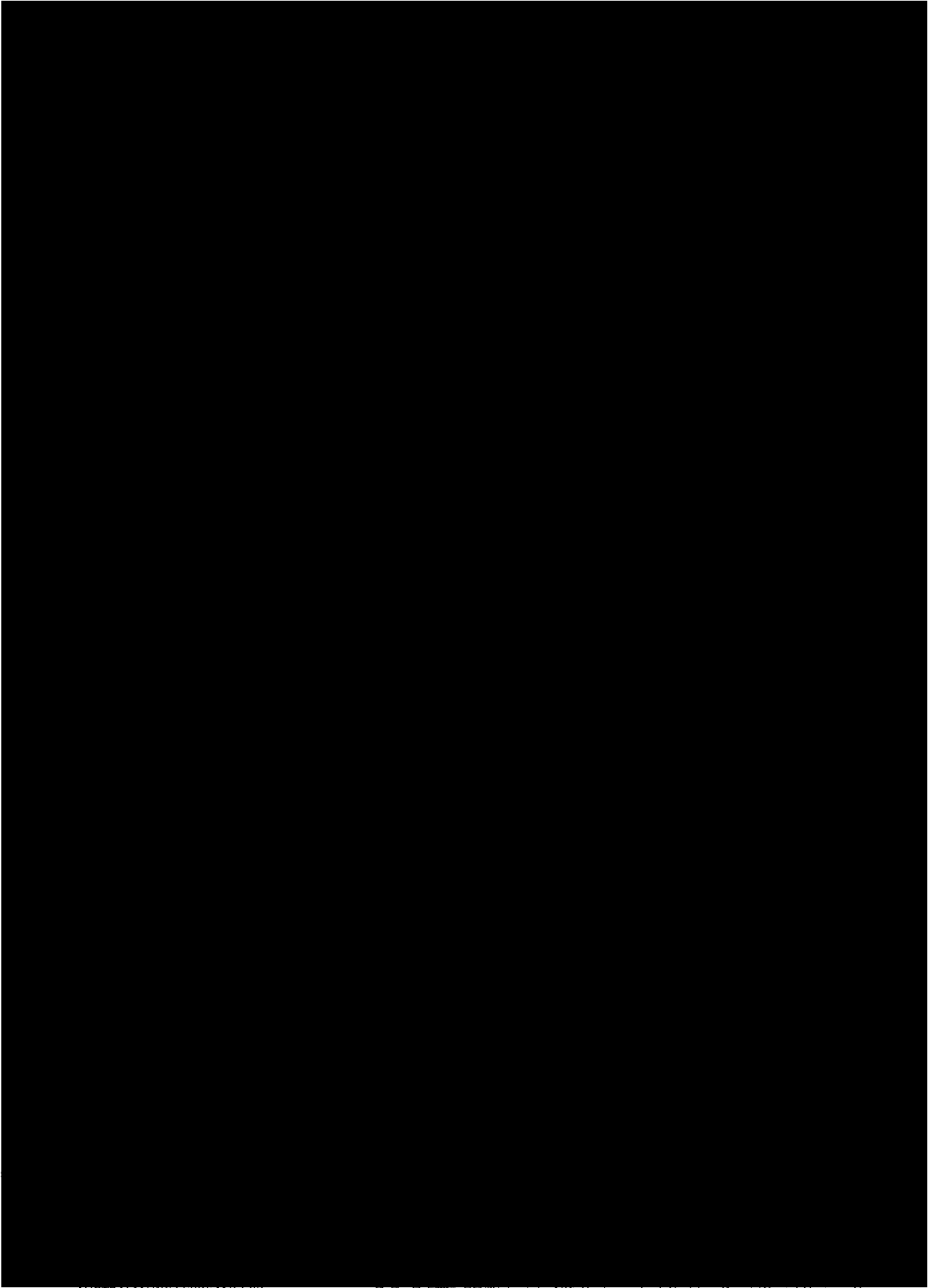


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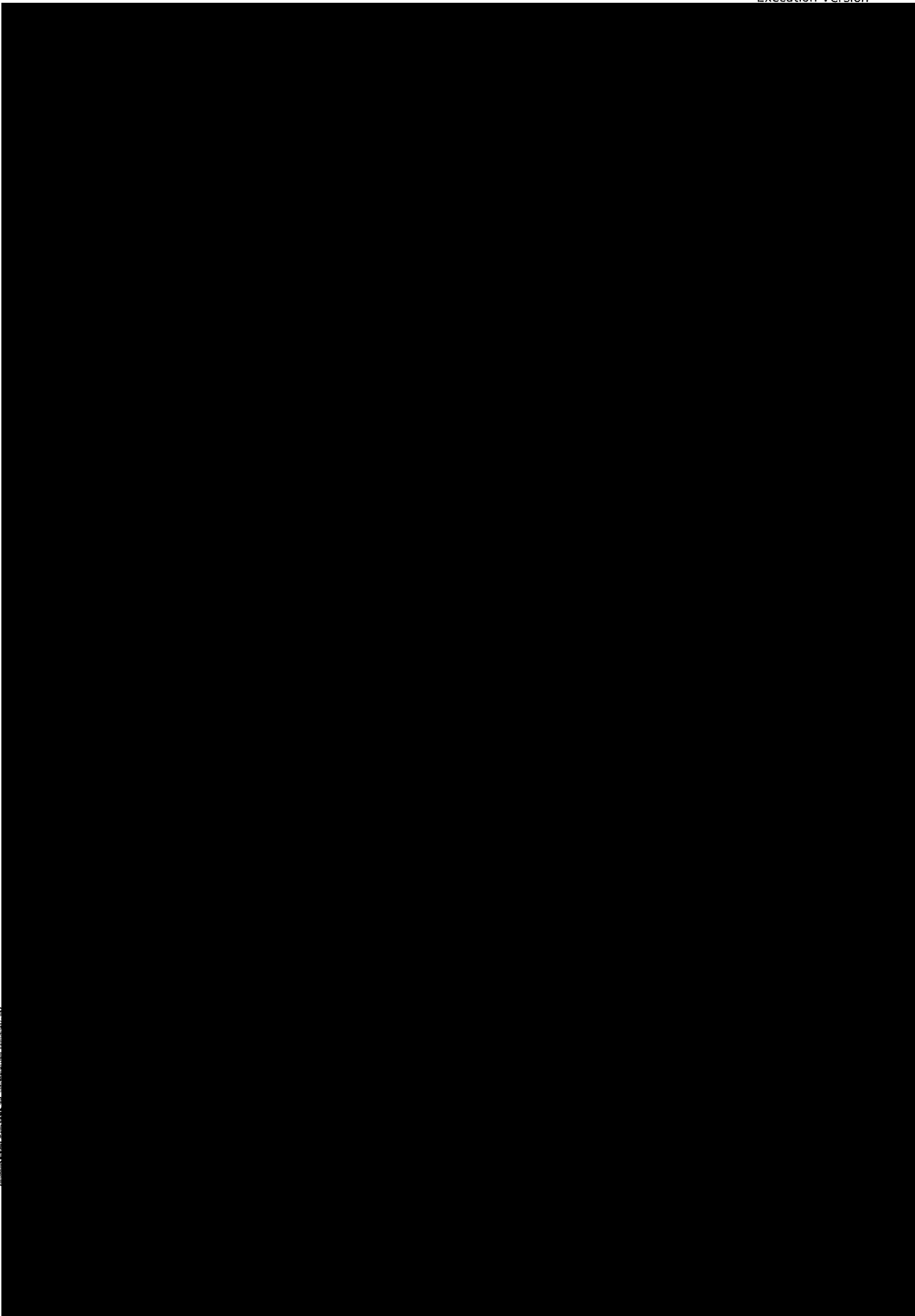
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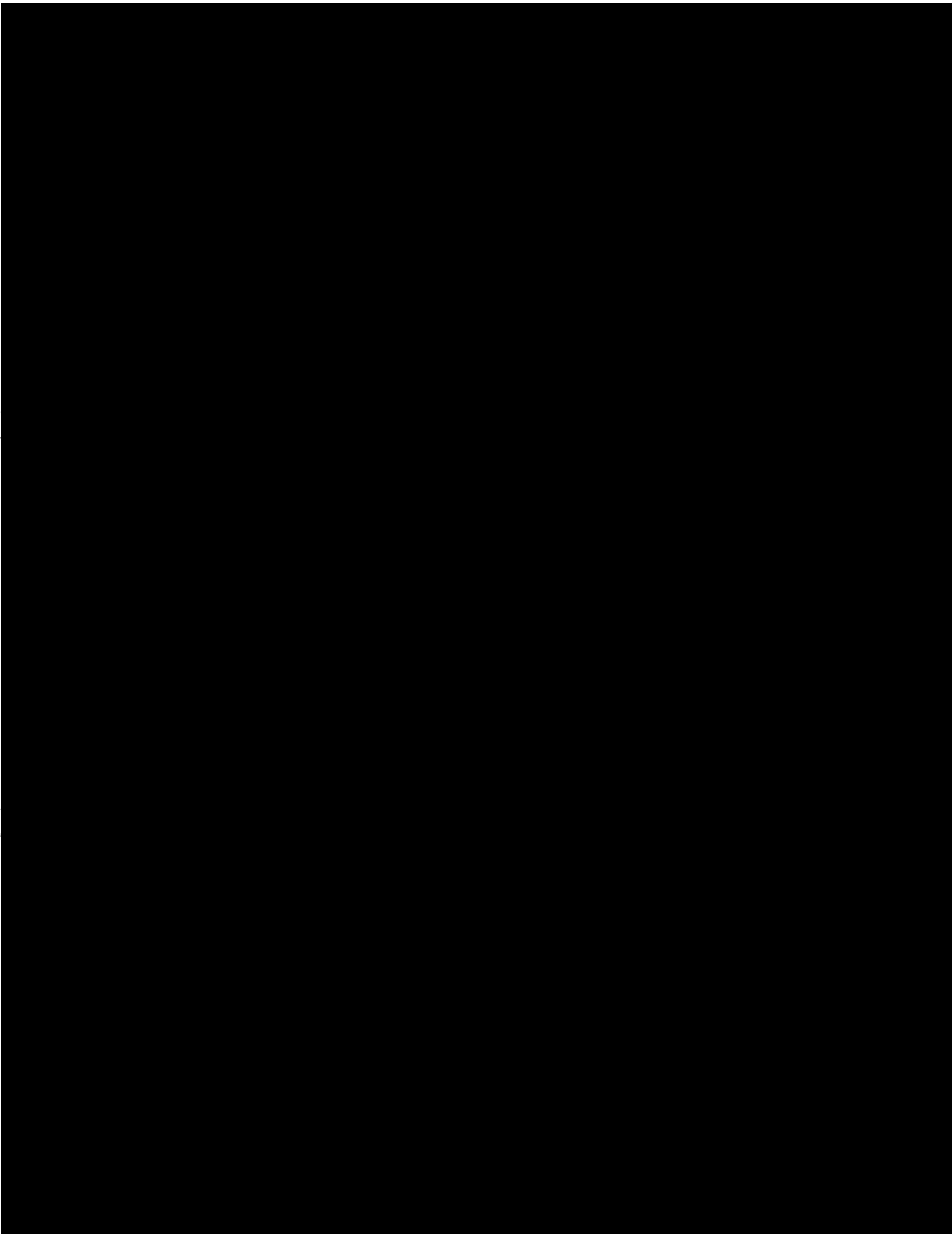


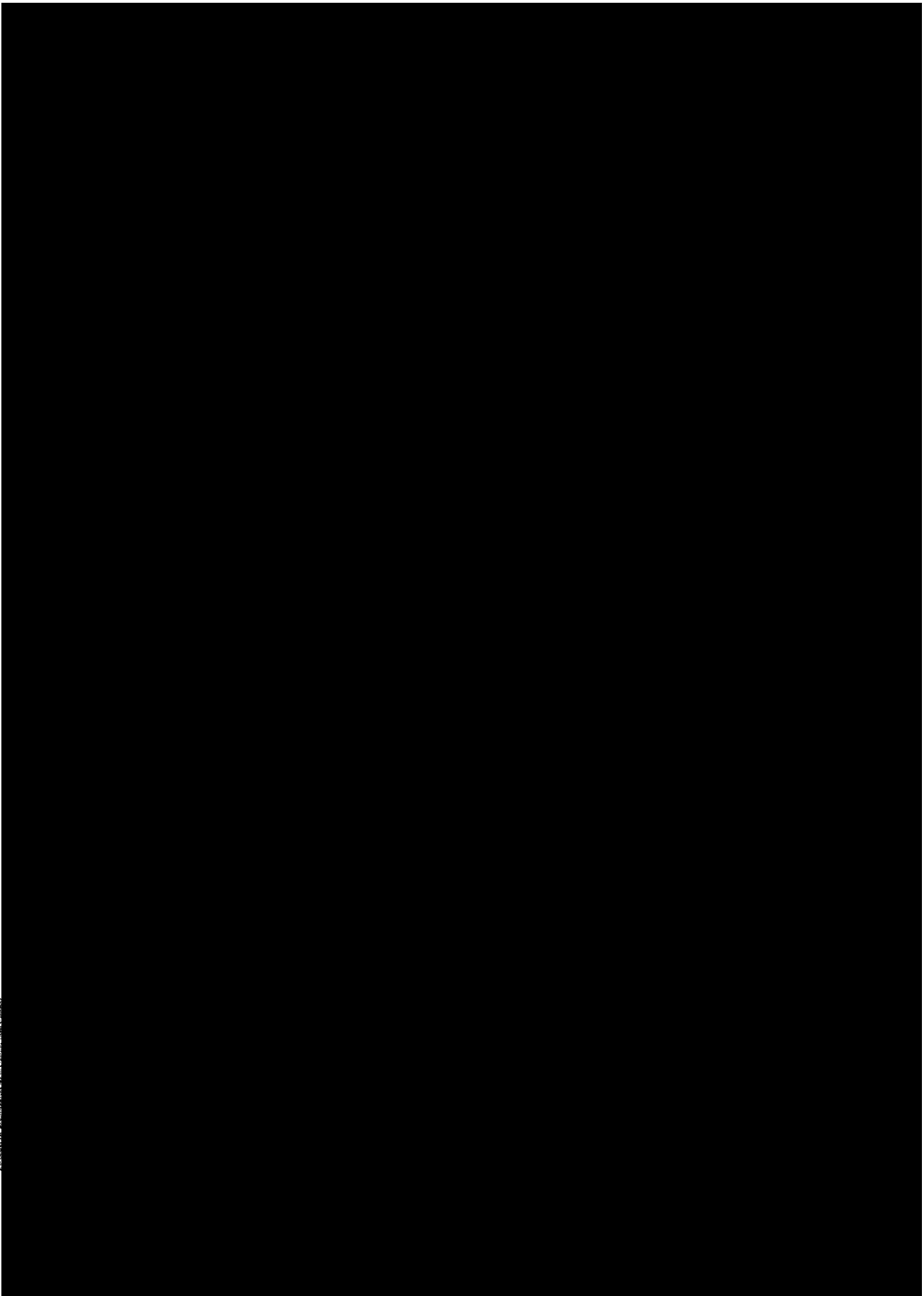




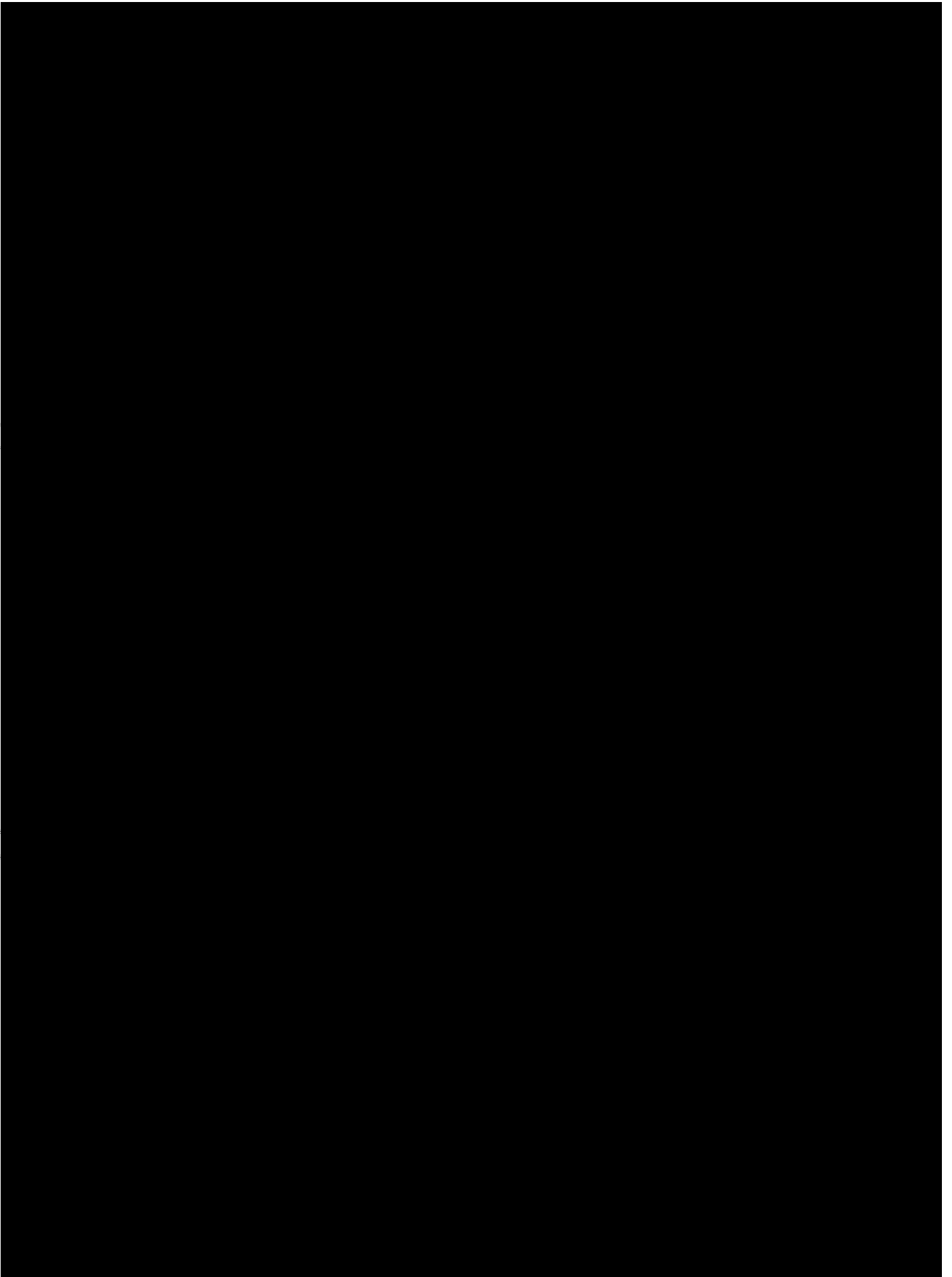


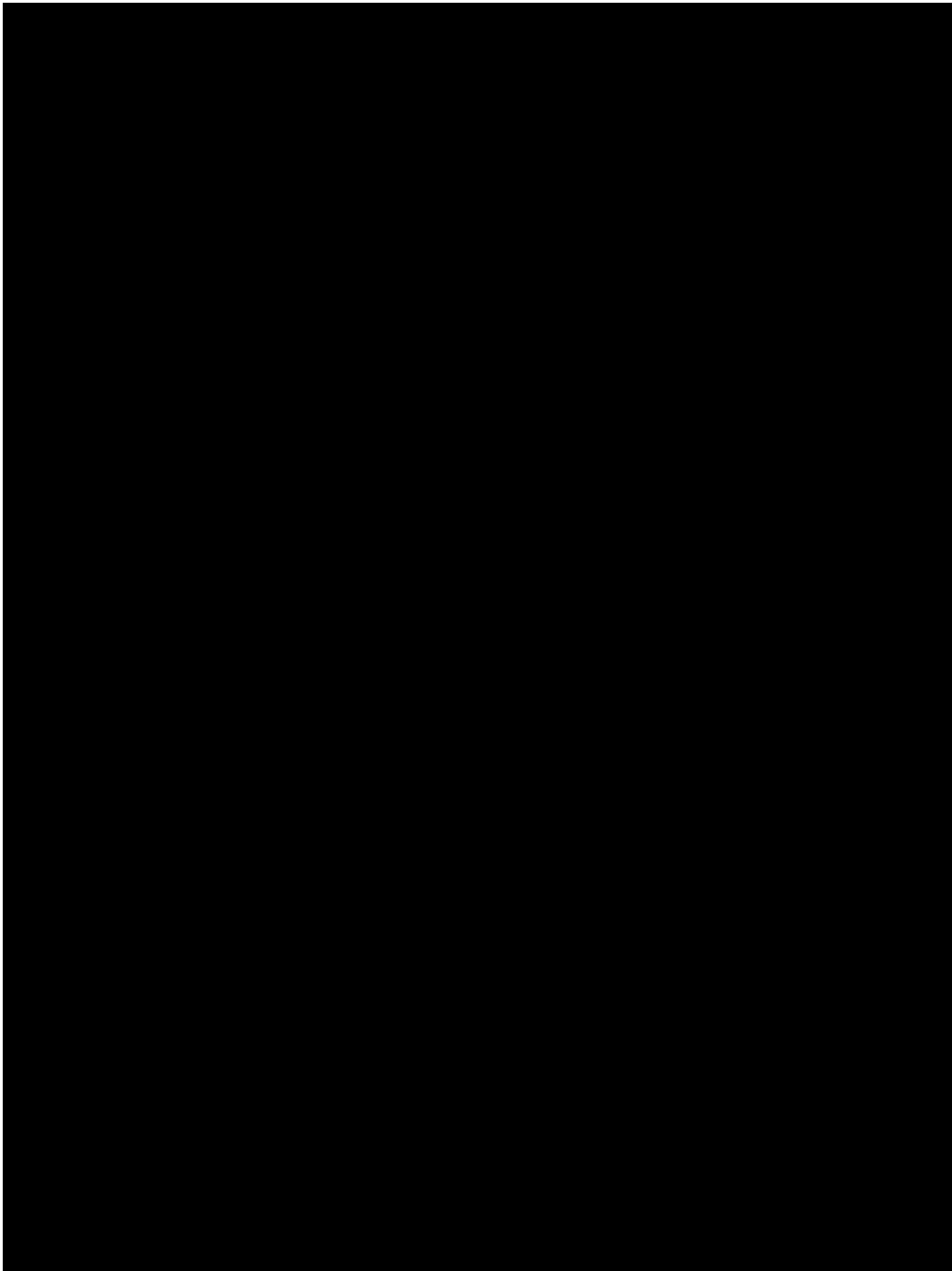




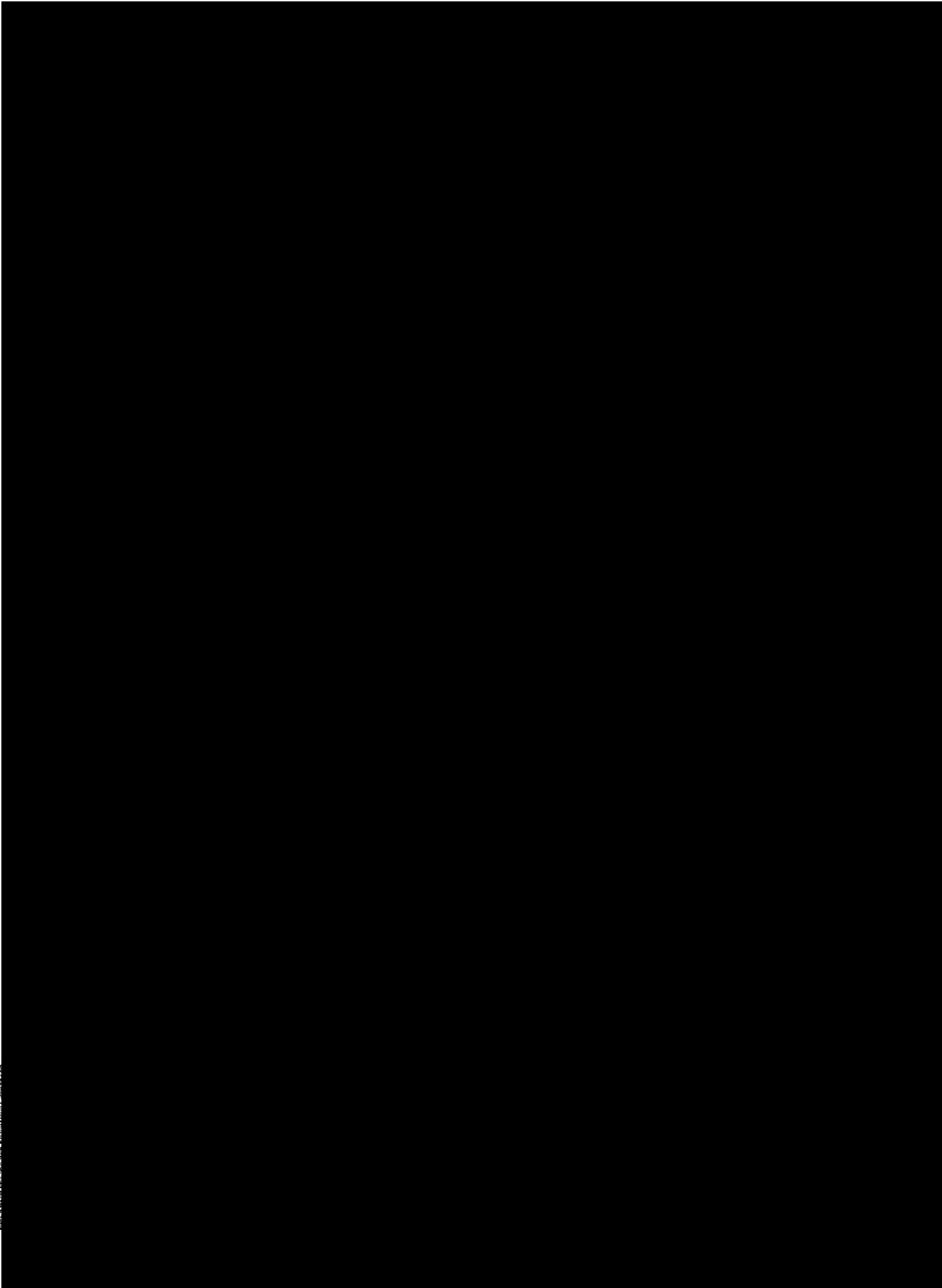


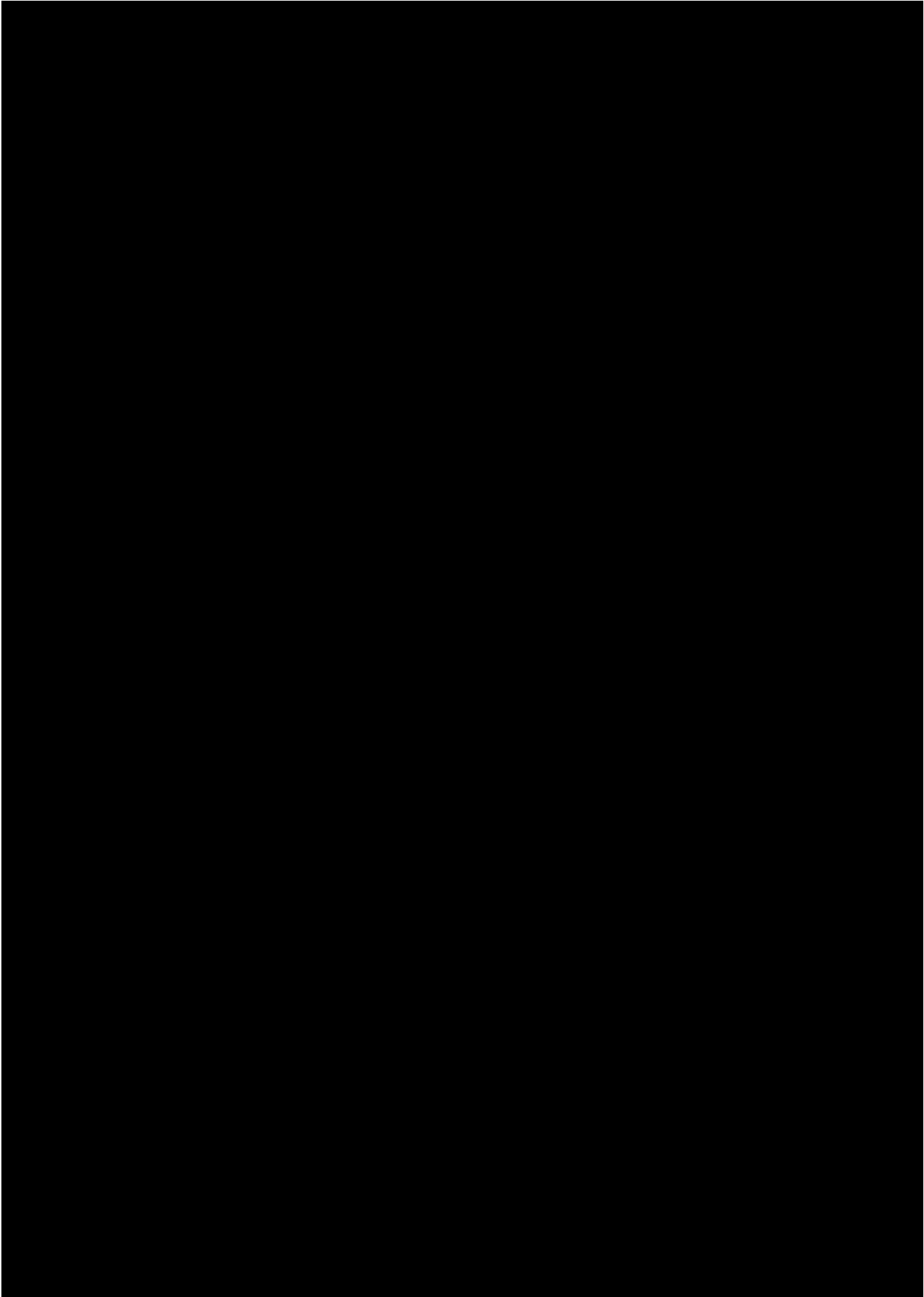
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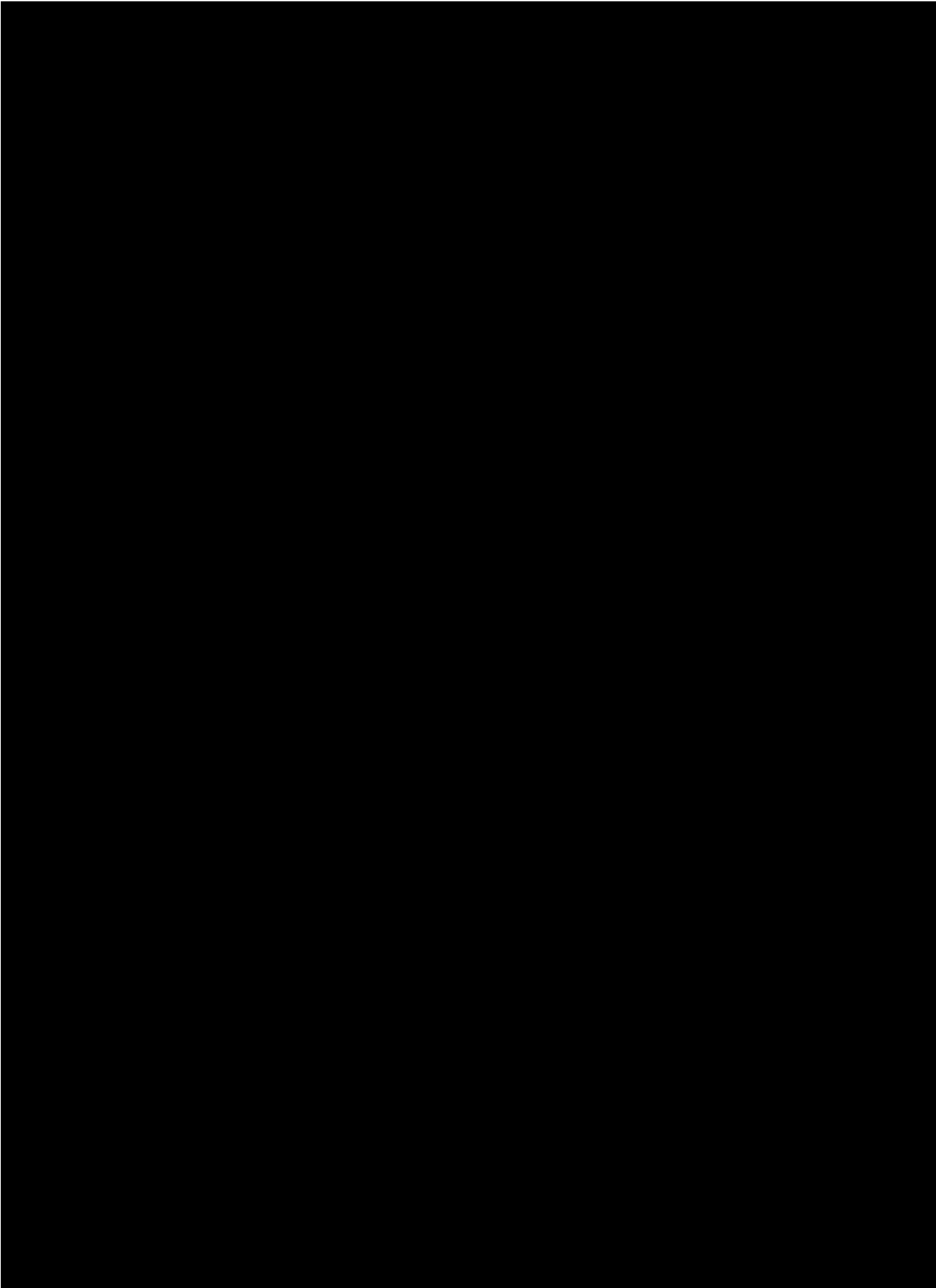




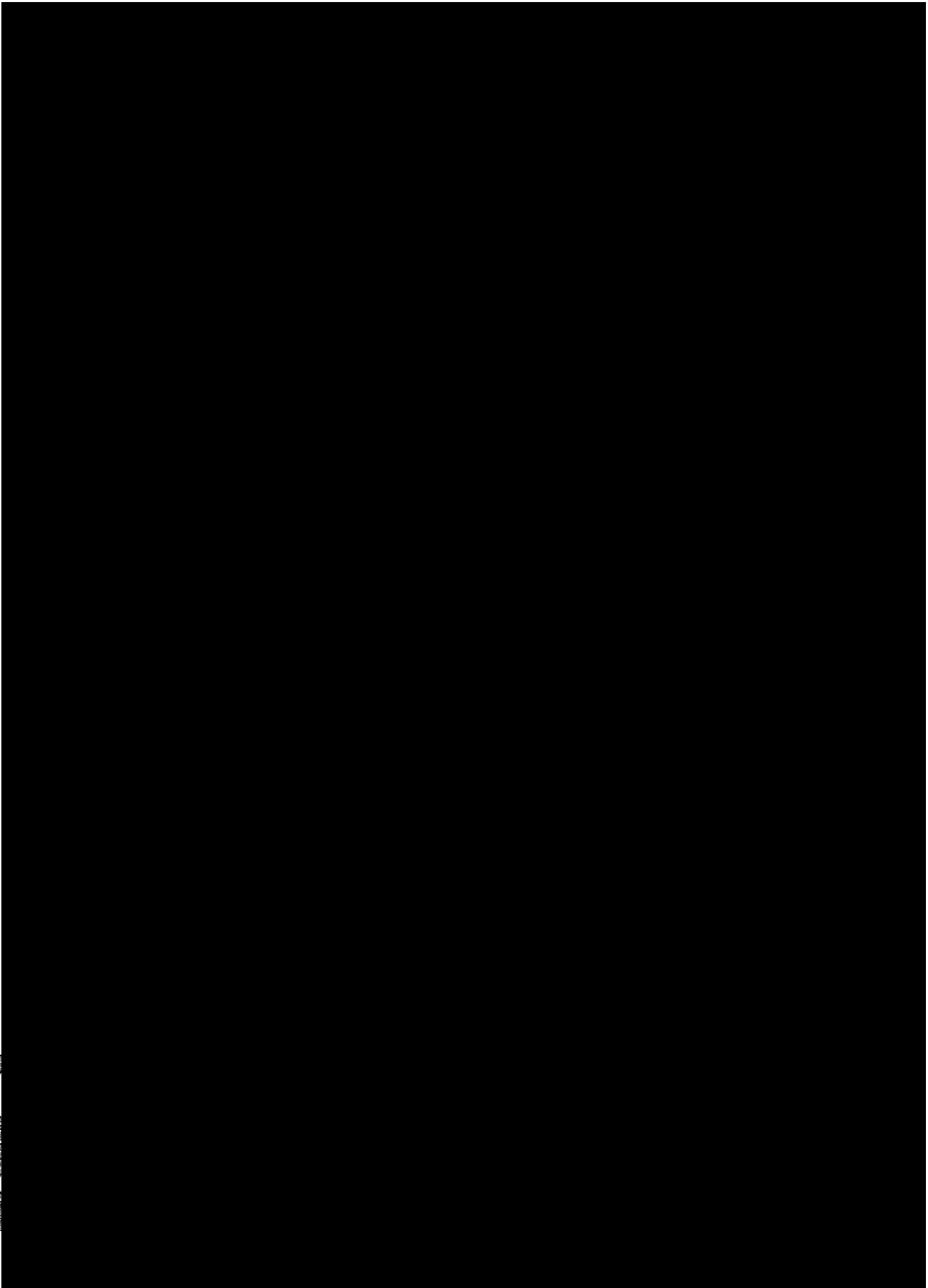
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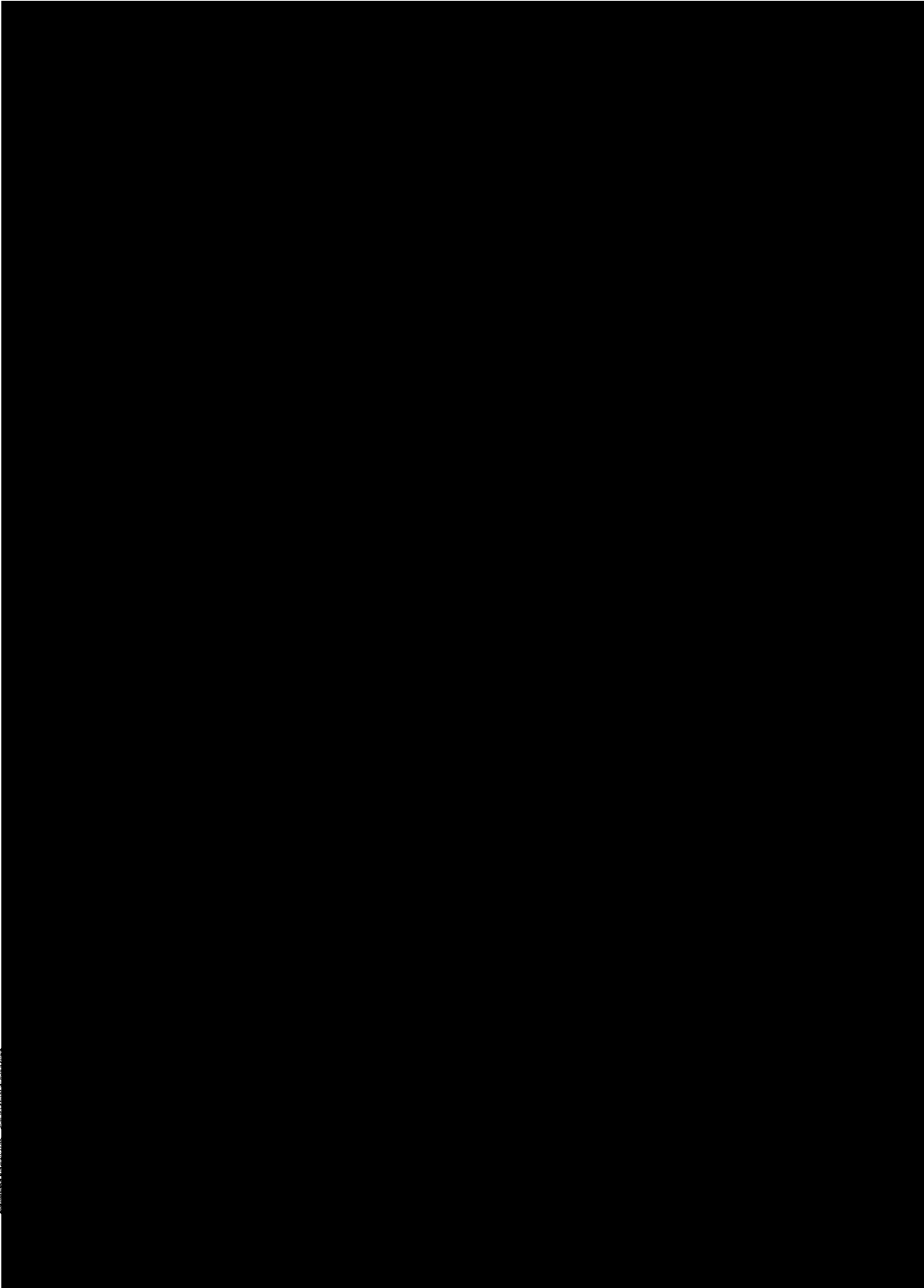


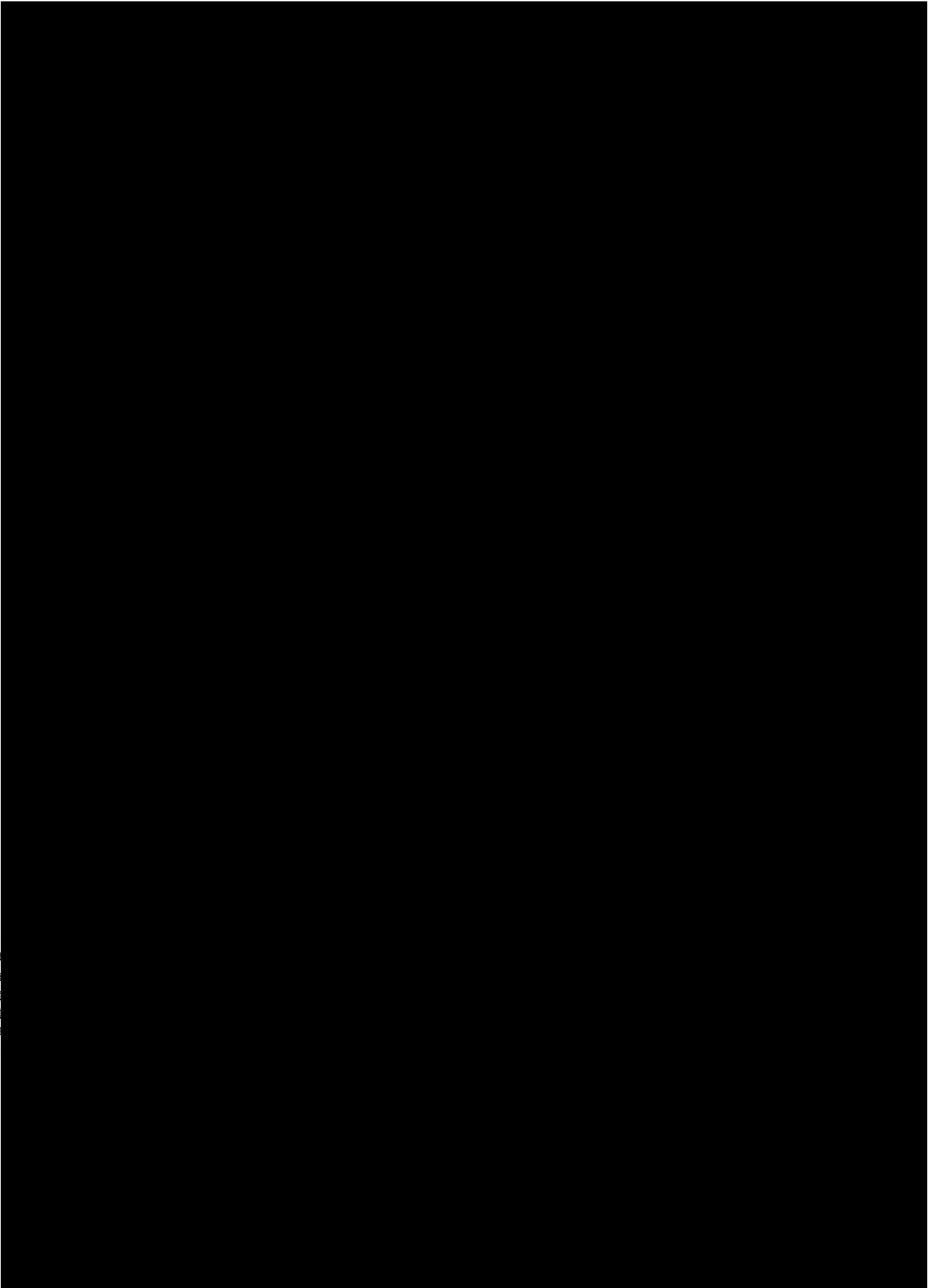


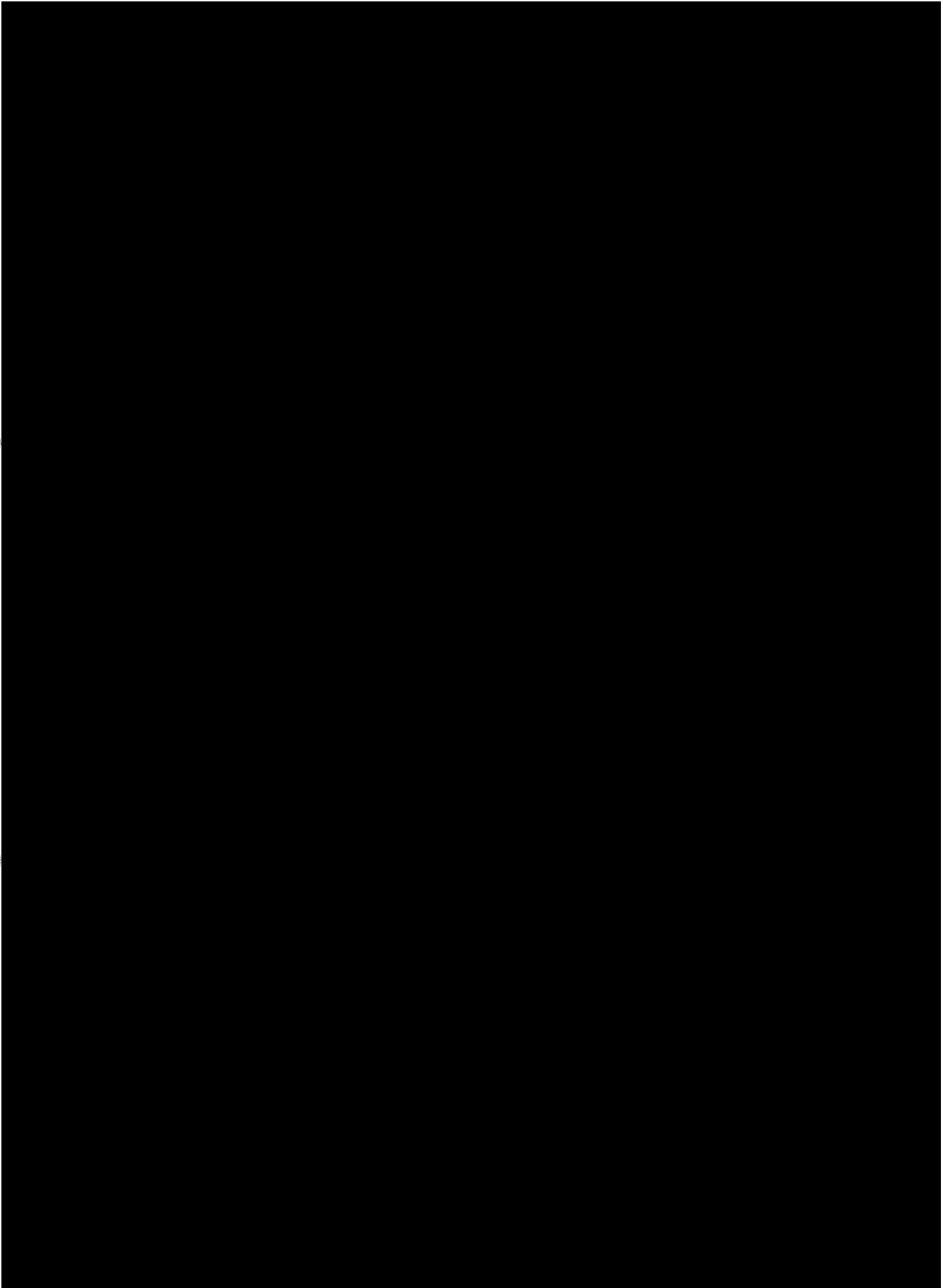


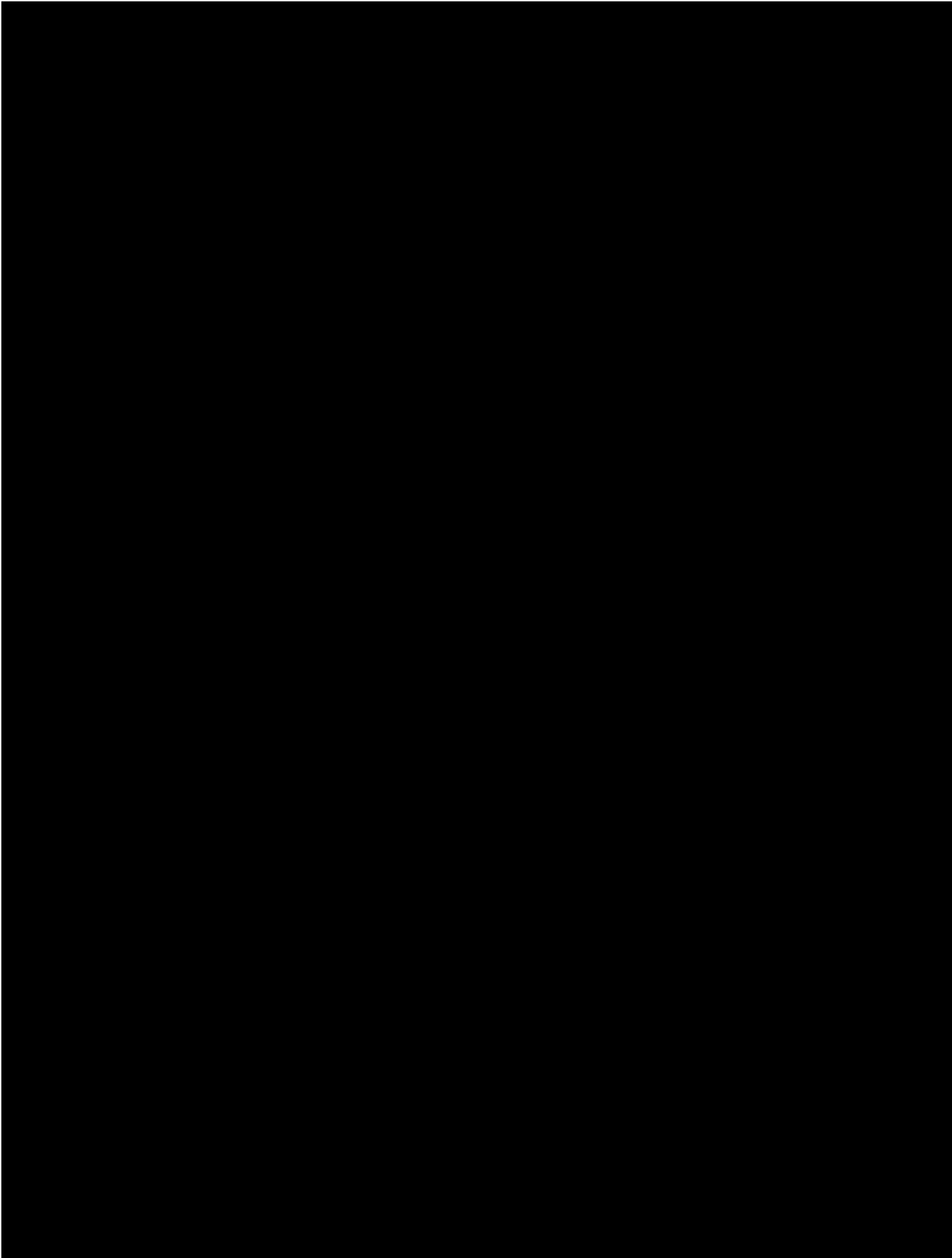


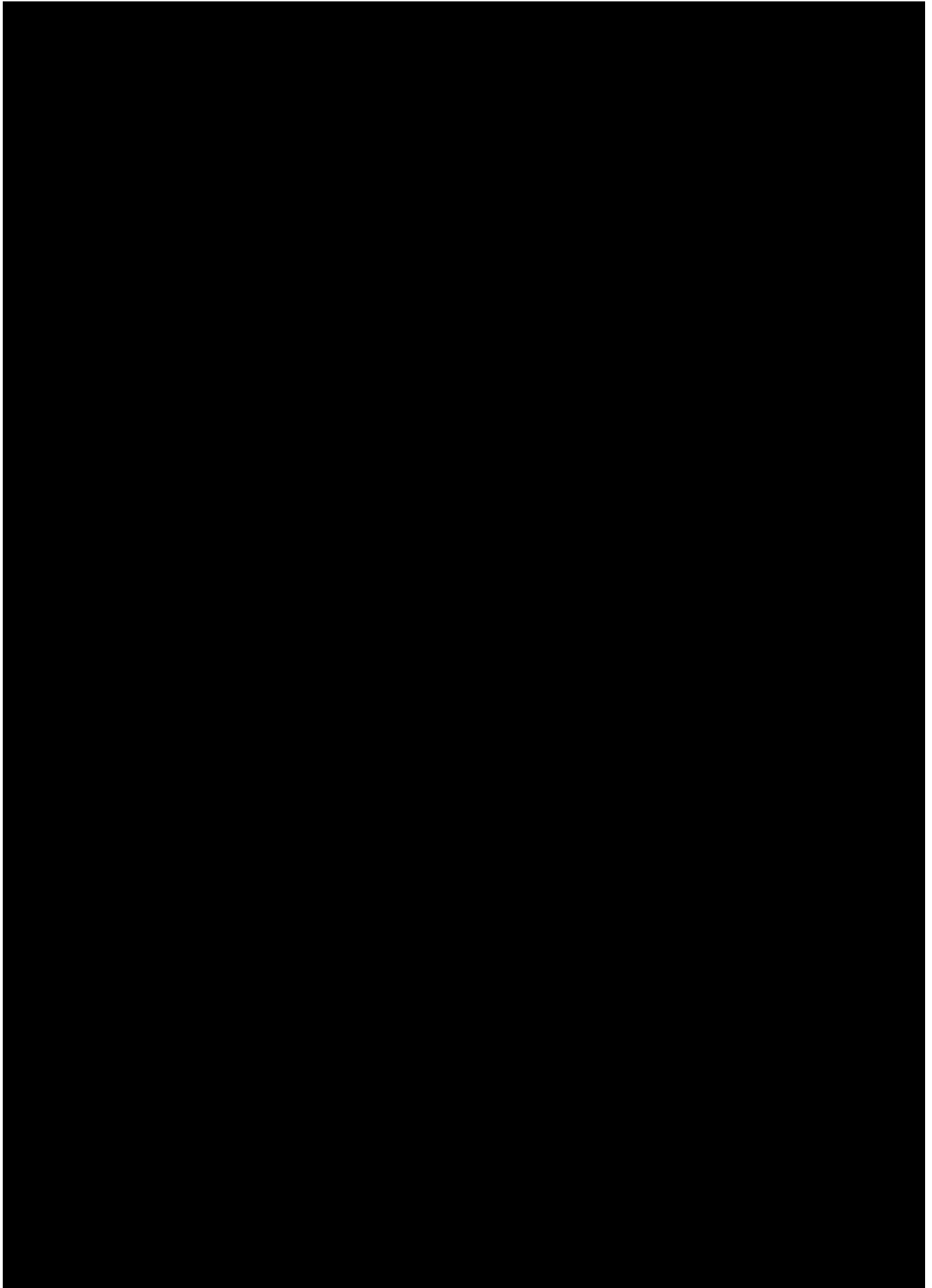
**JOHN**  
**HOLLAND**

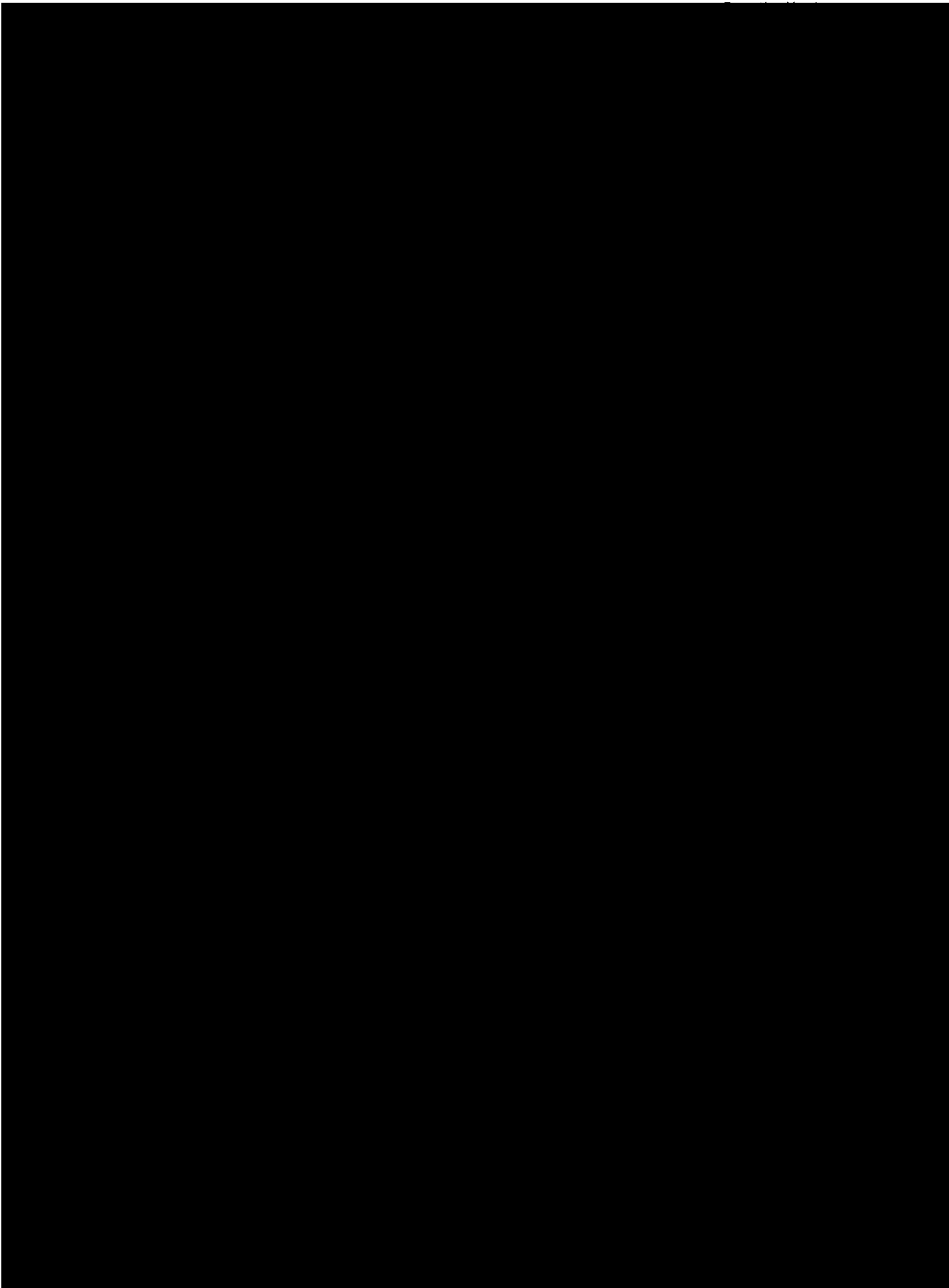


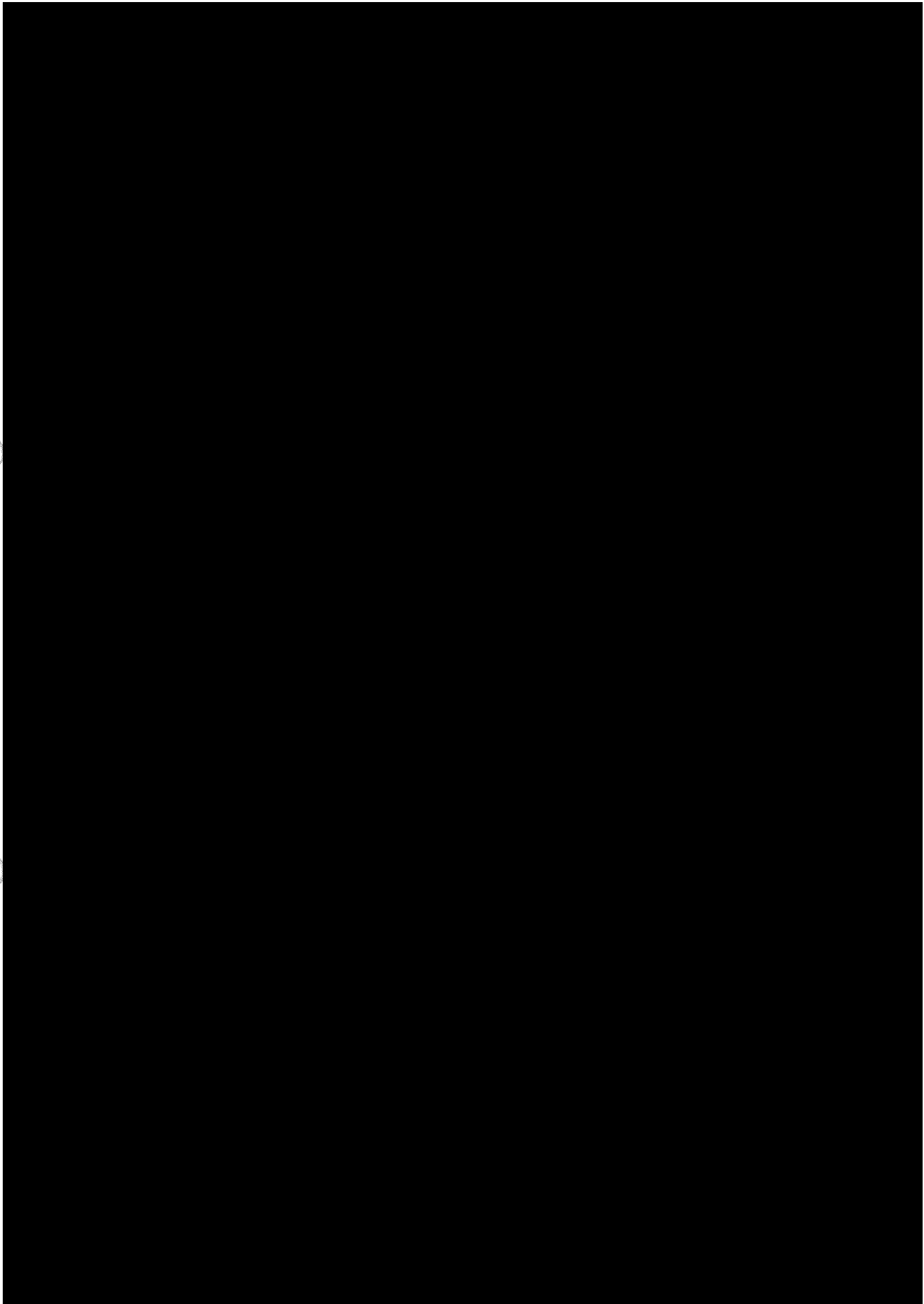




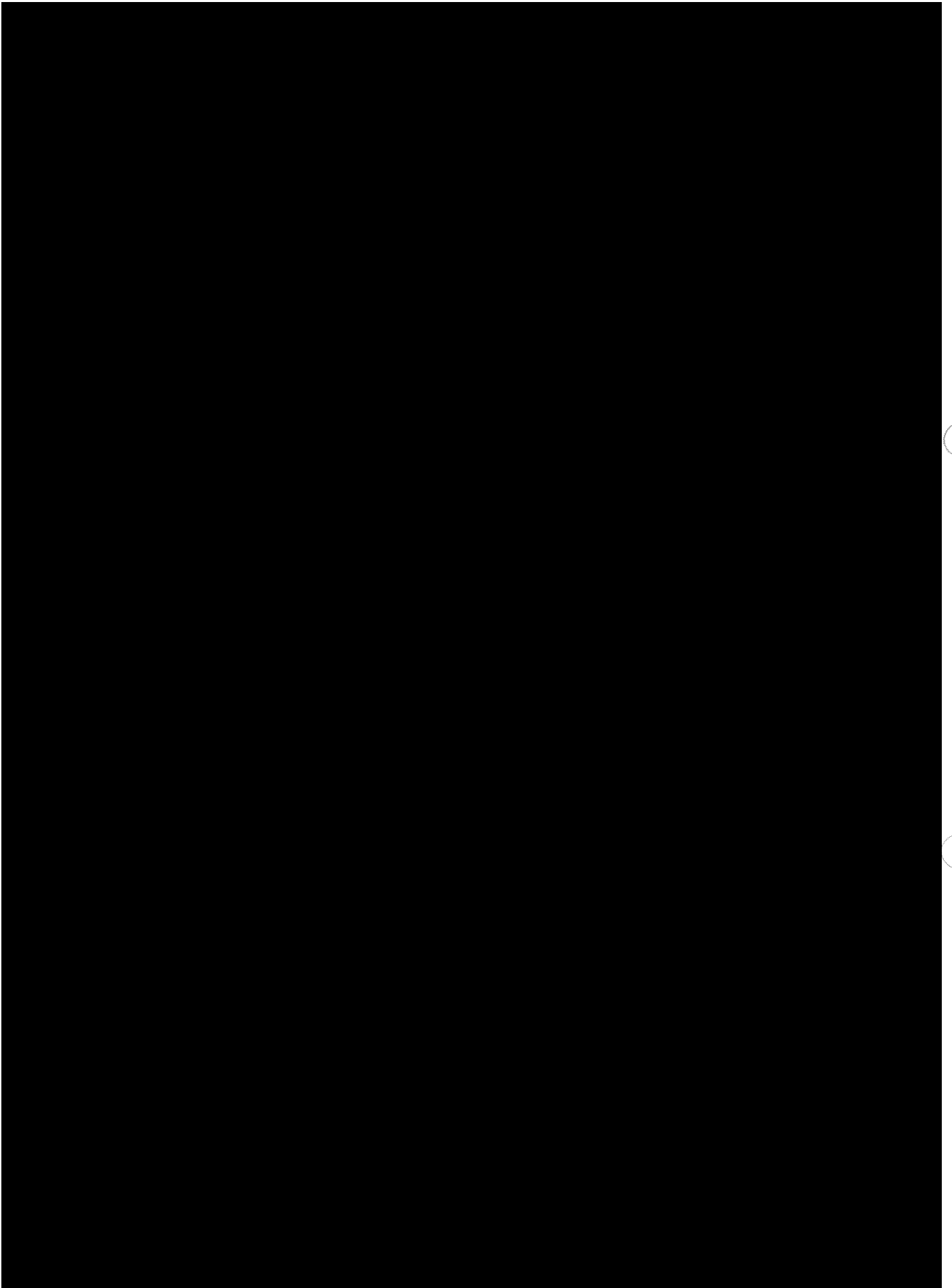


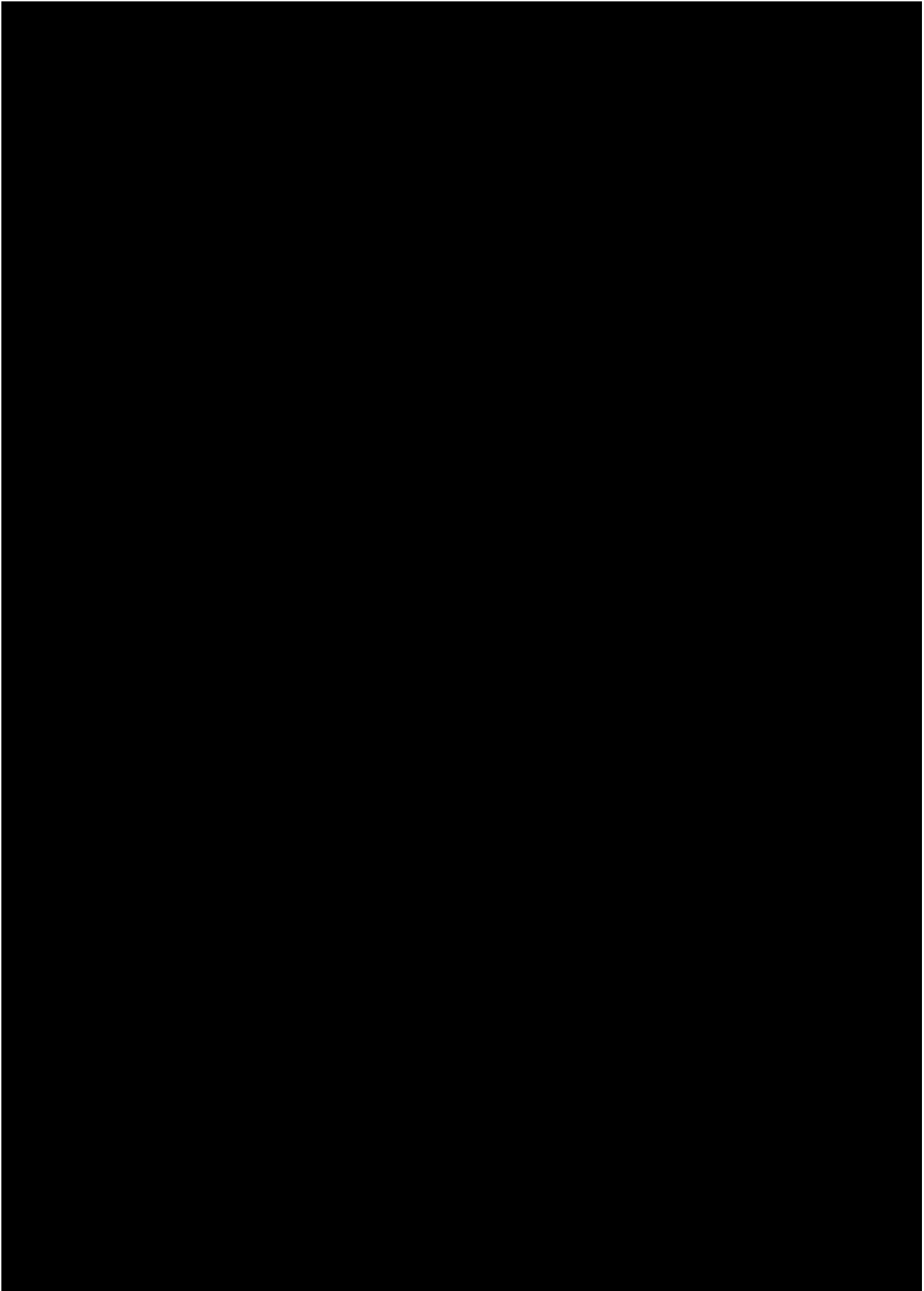




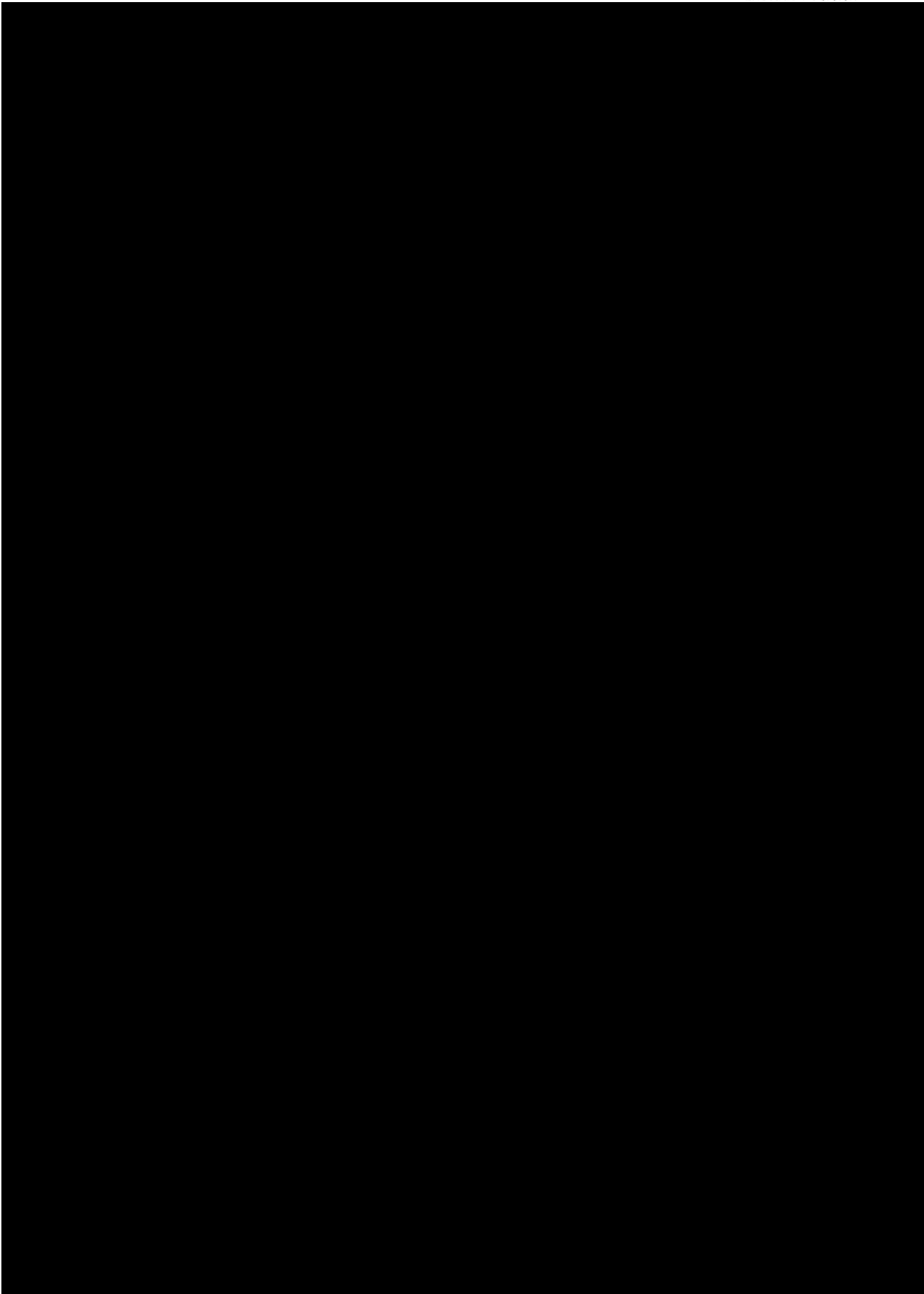


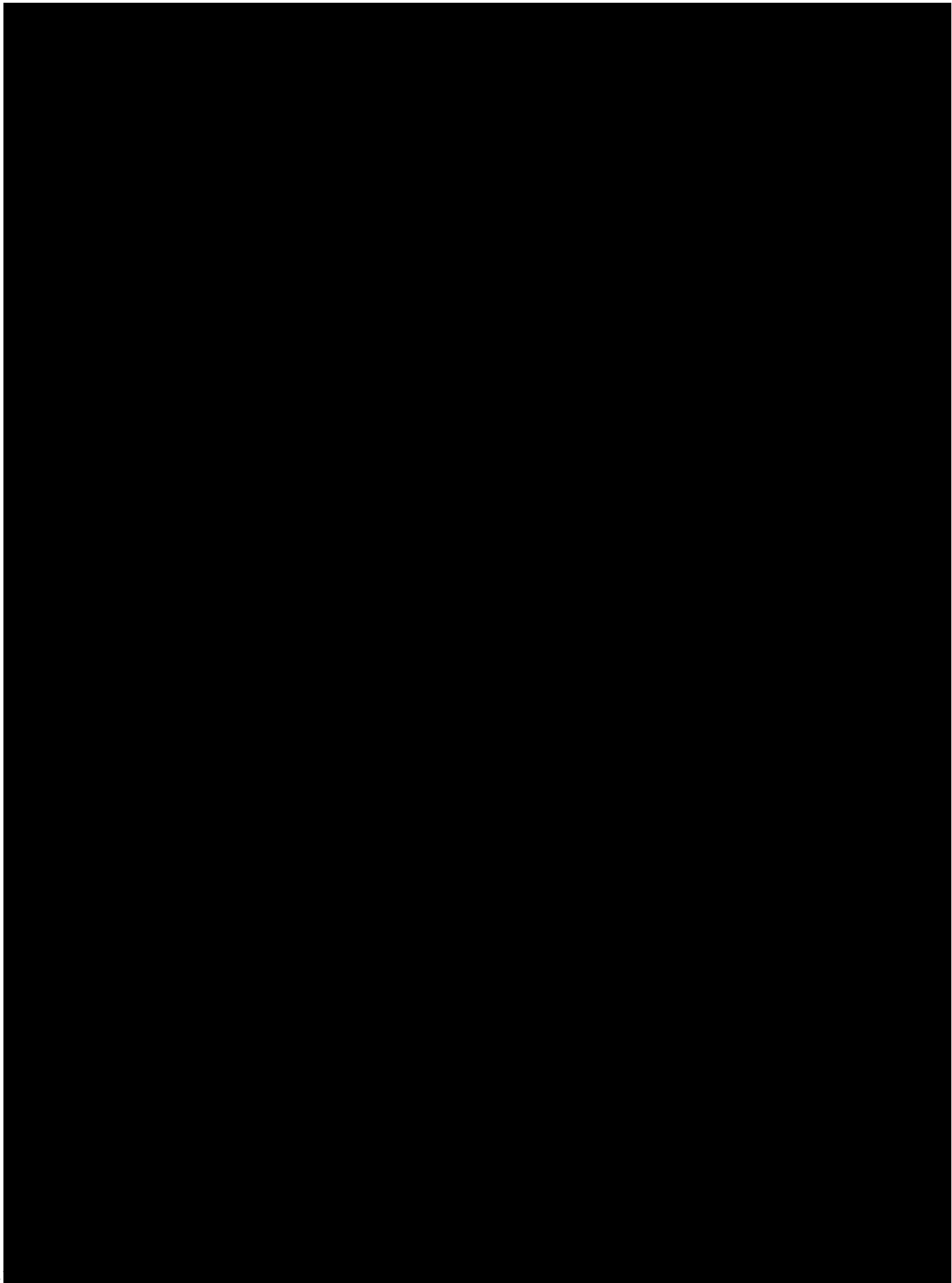






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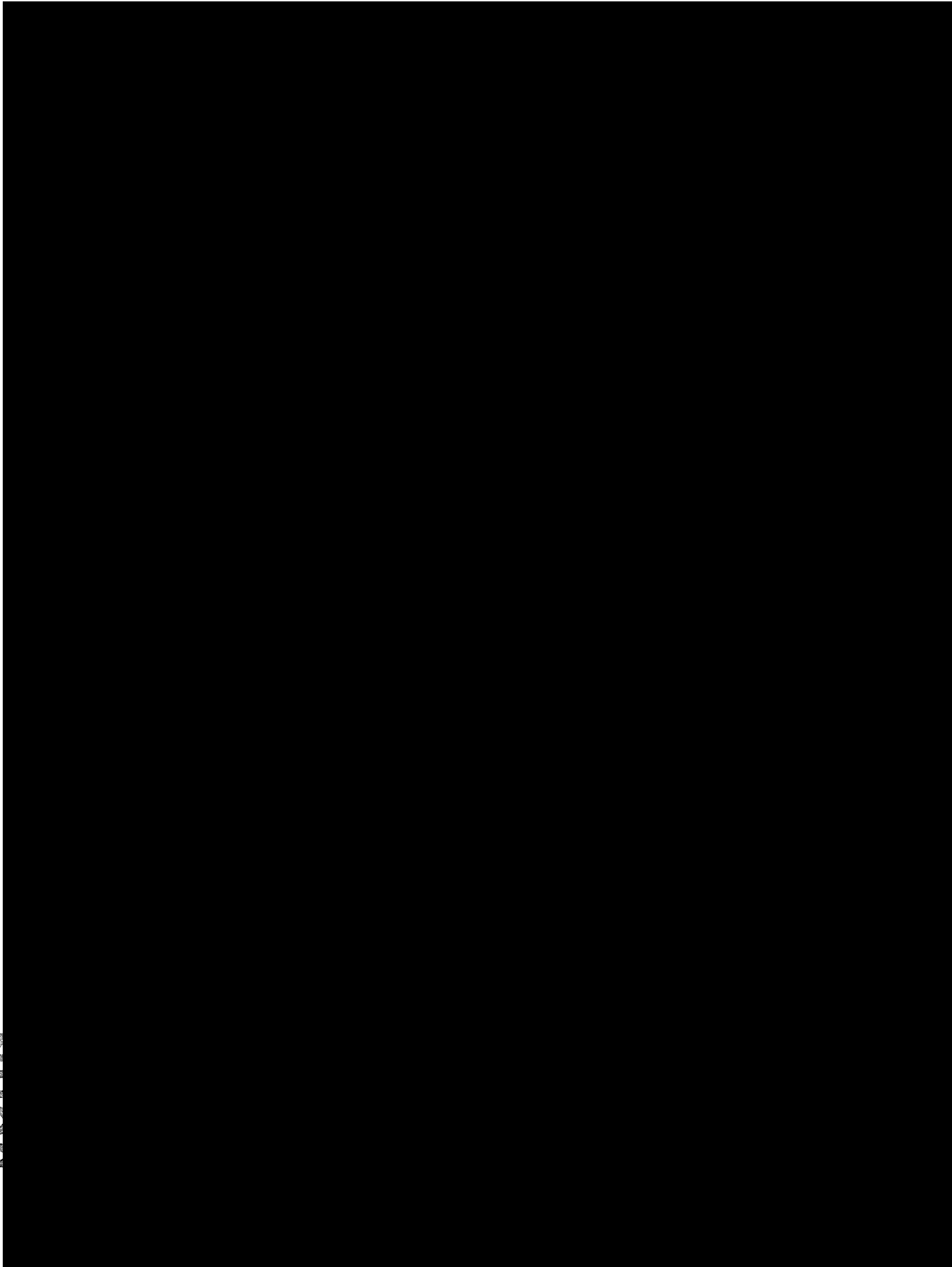


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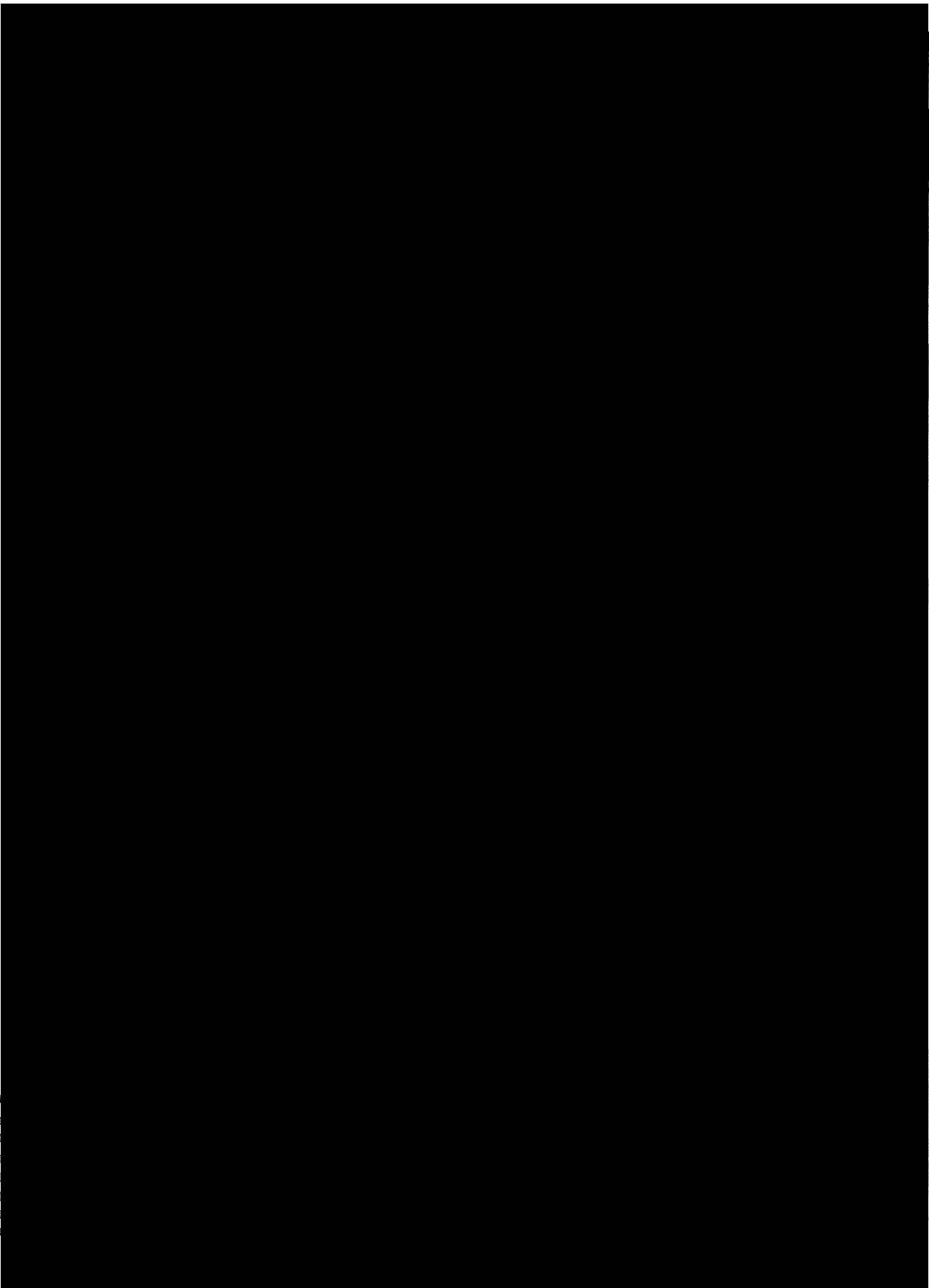
**mirvac**

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HOLLAND**

Schedule A36 (Independent Certifier Deed (Social Housing))



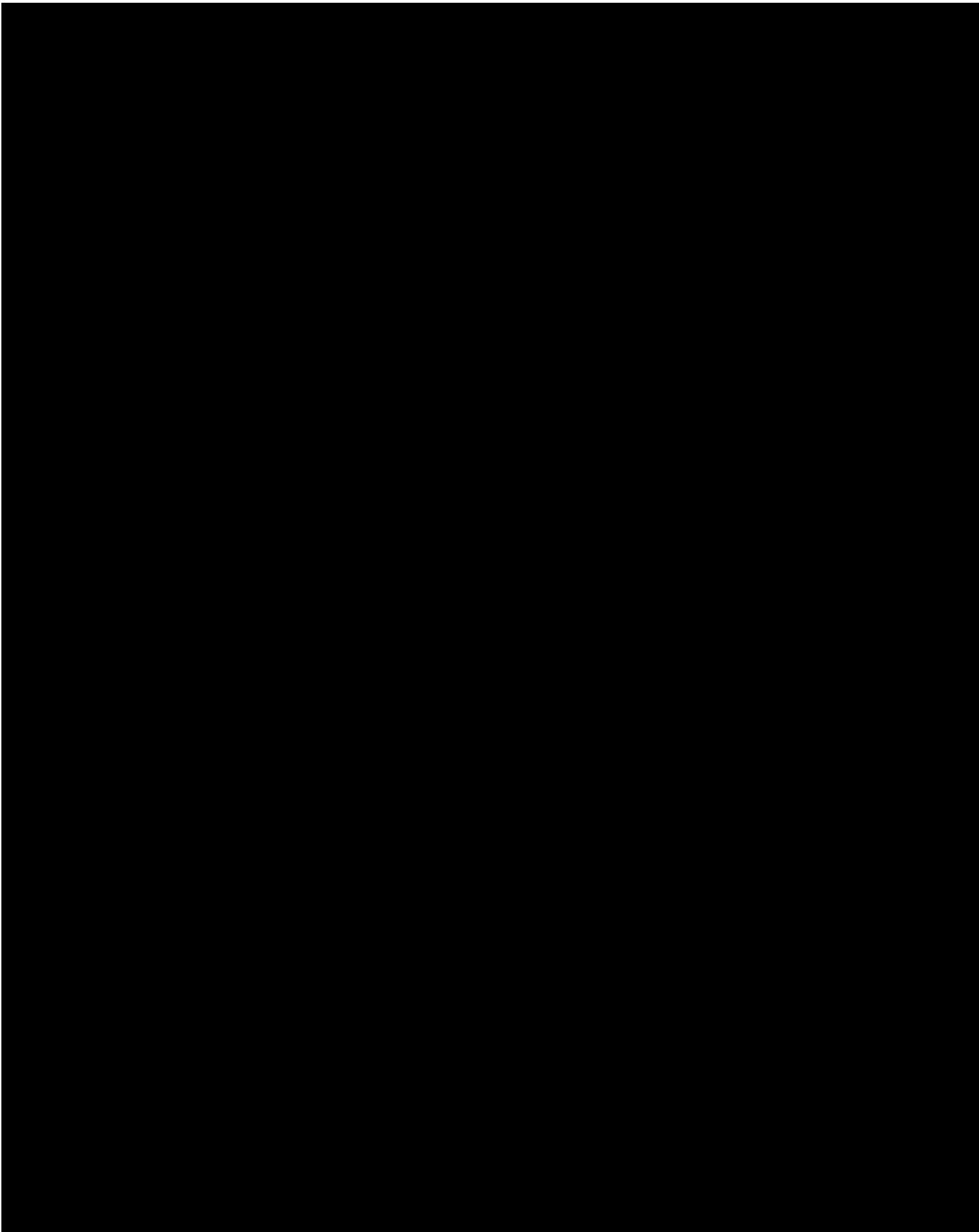
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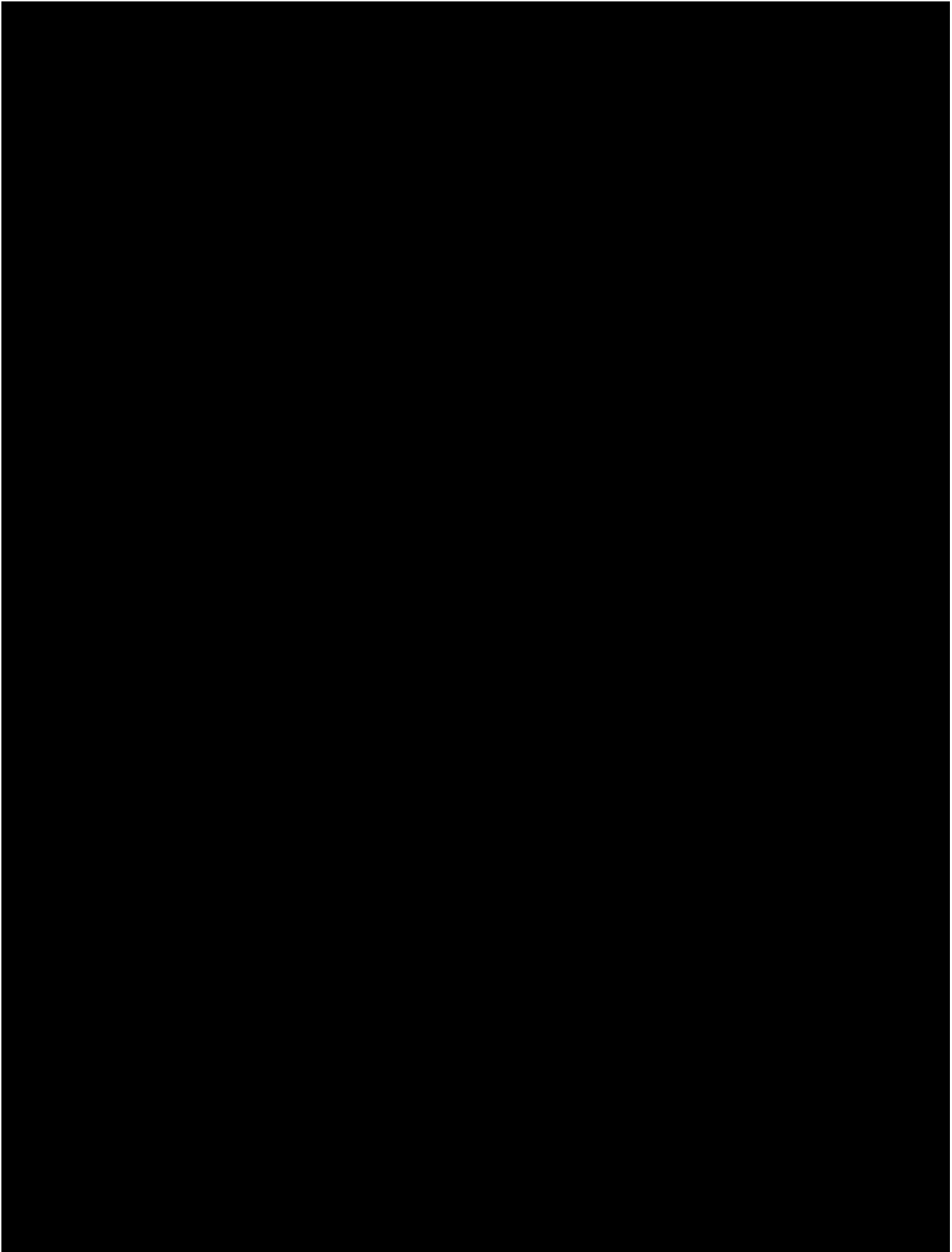


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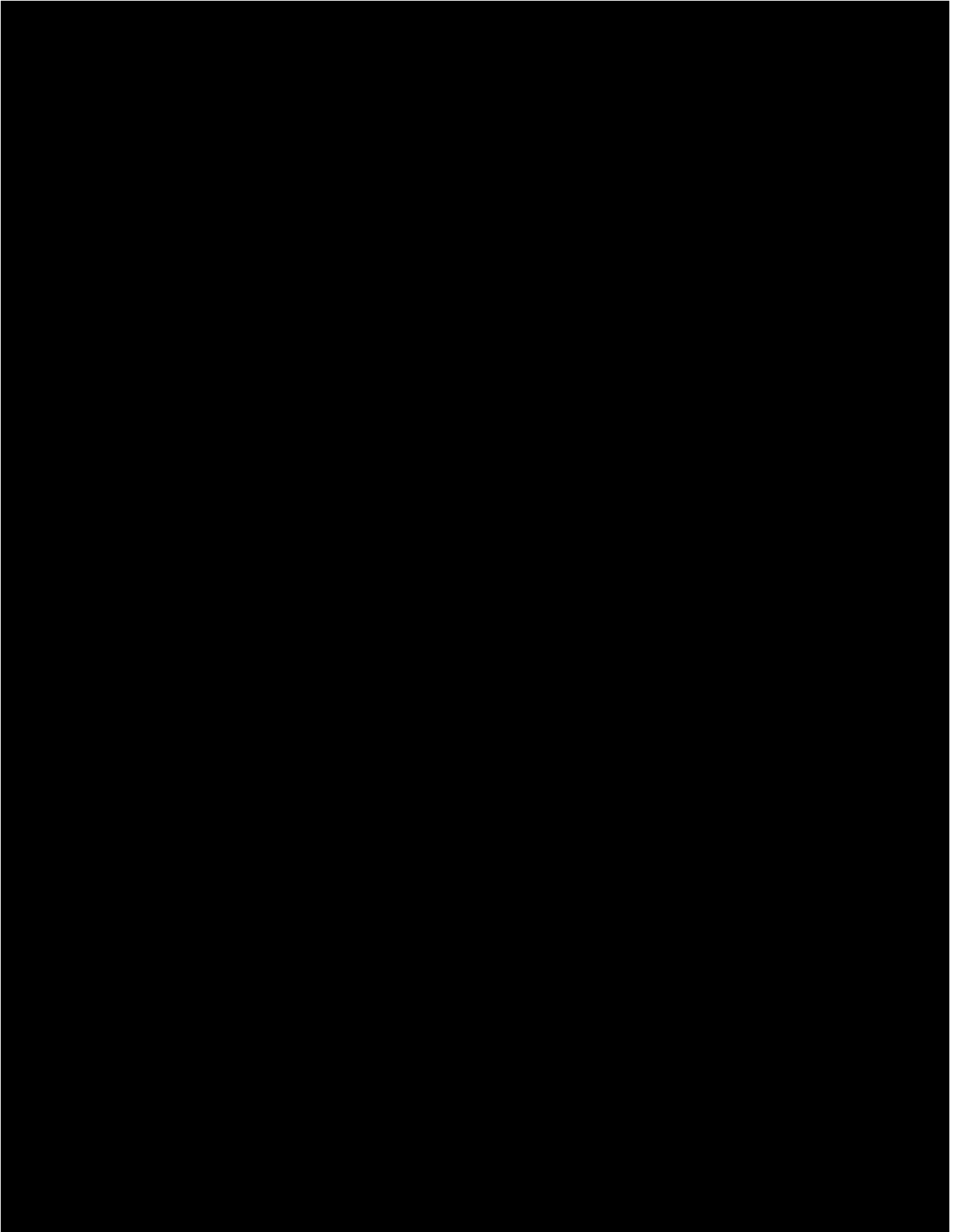






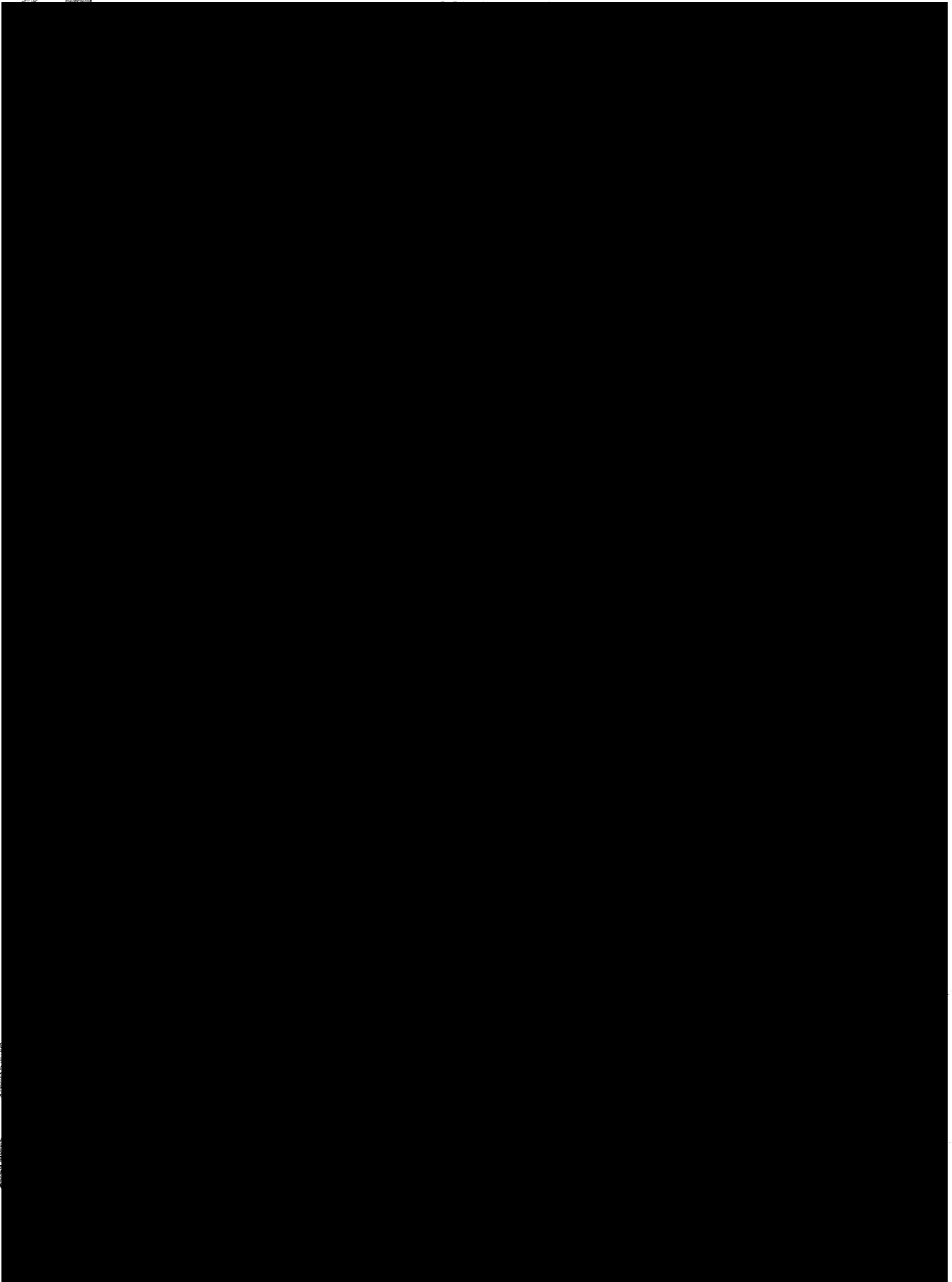
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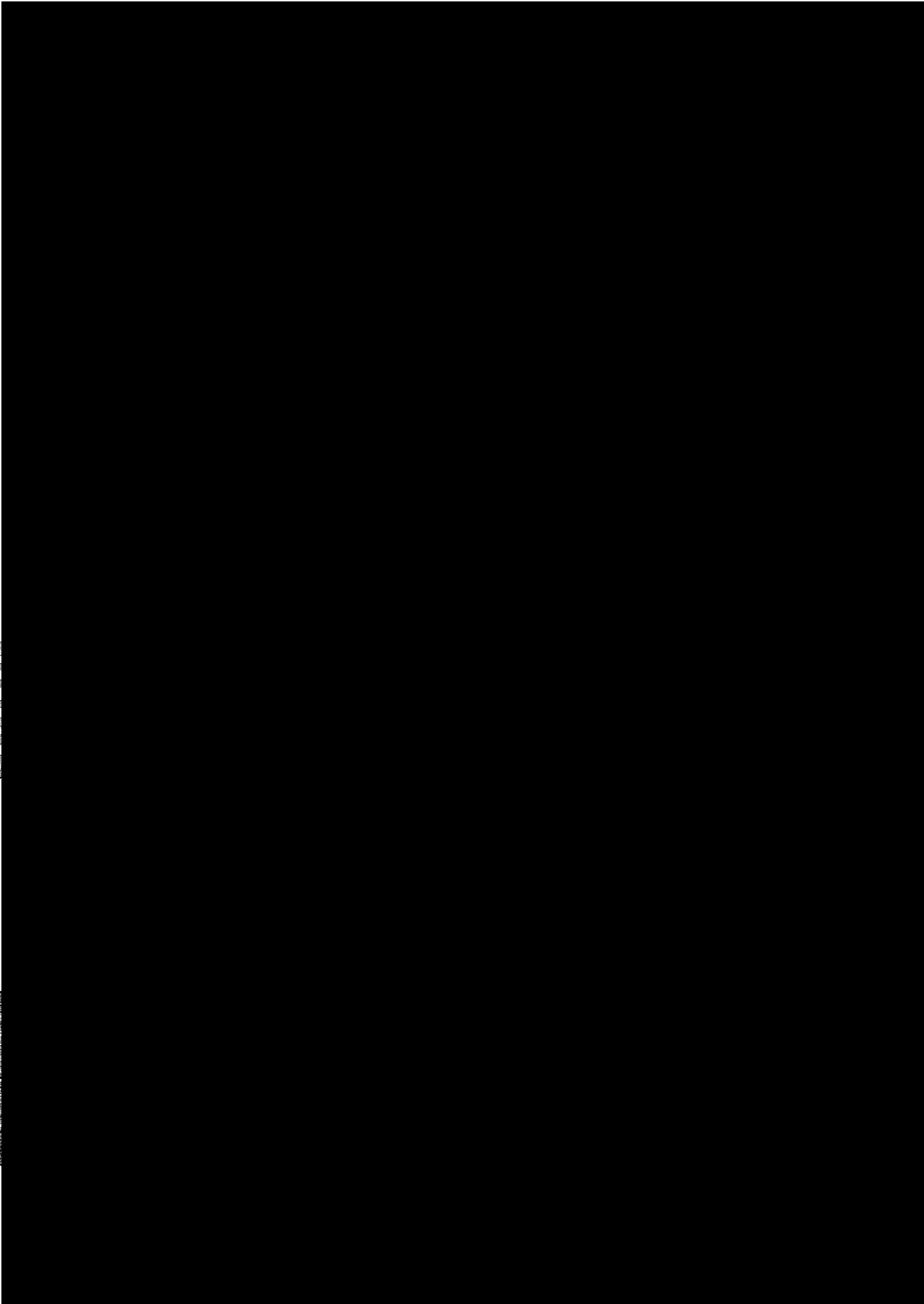




LAND

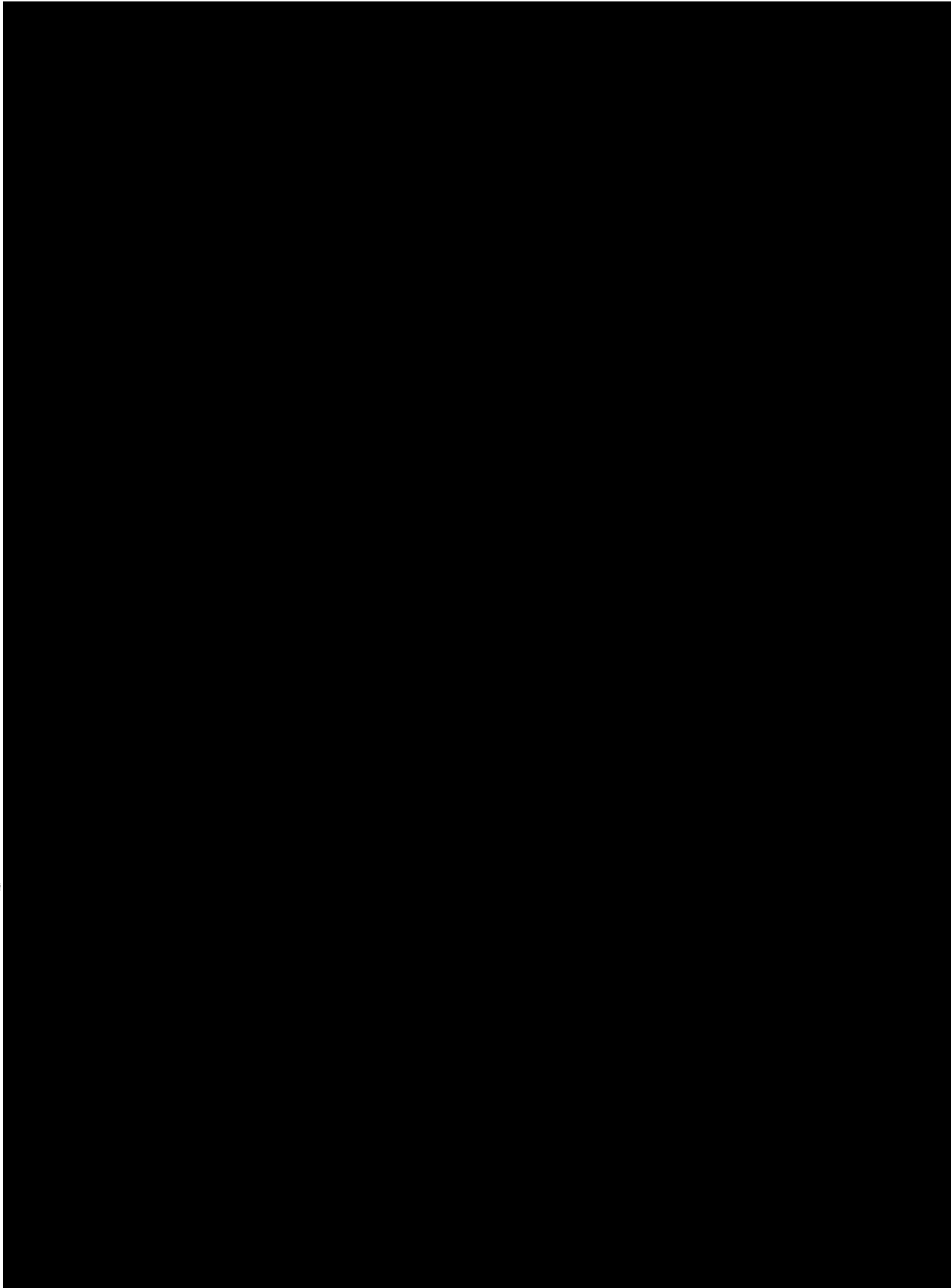
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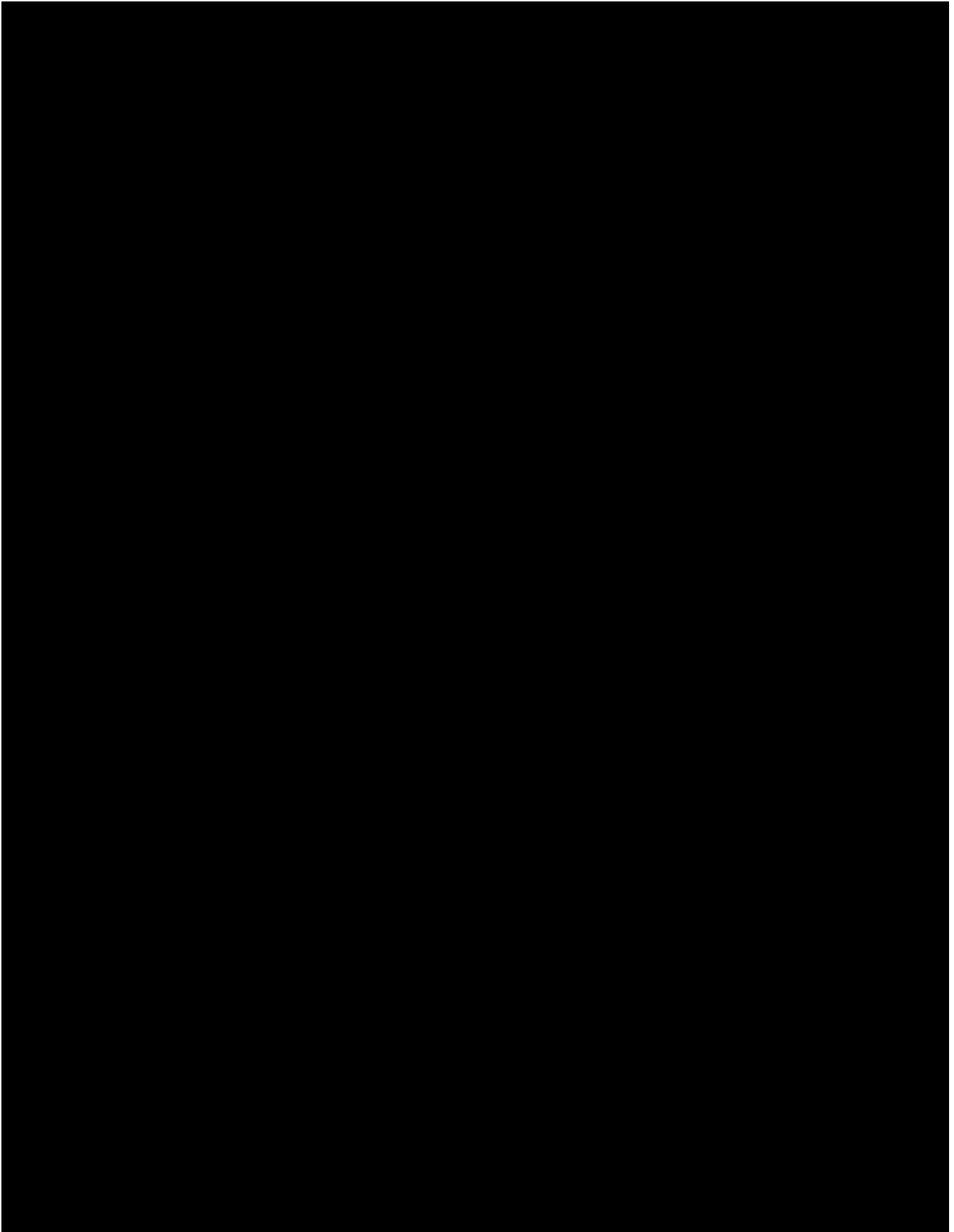




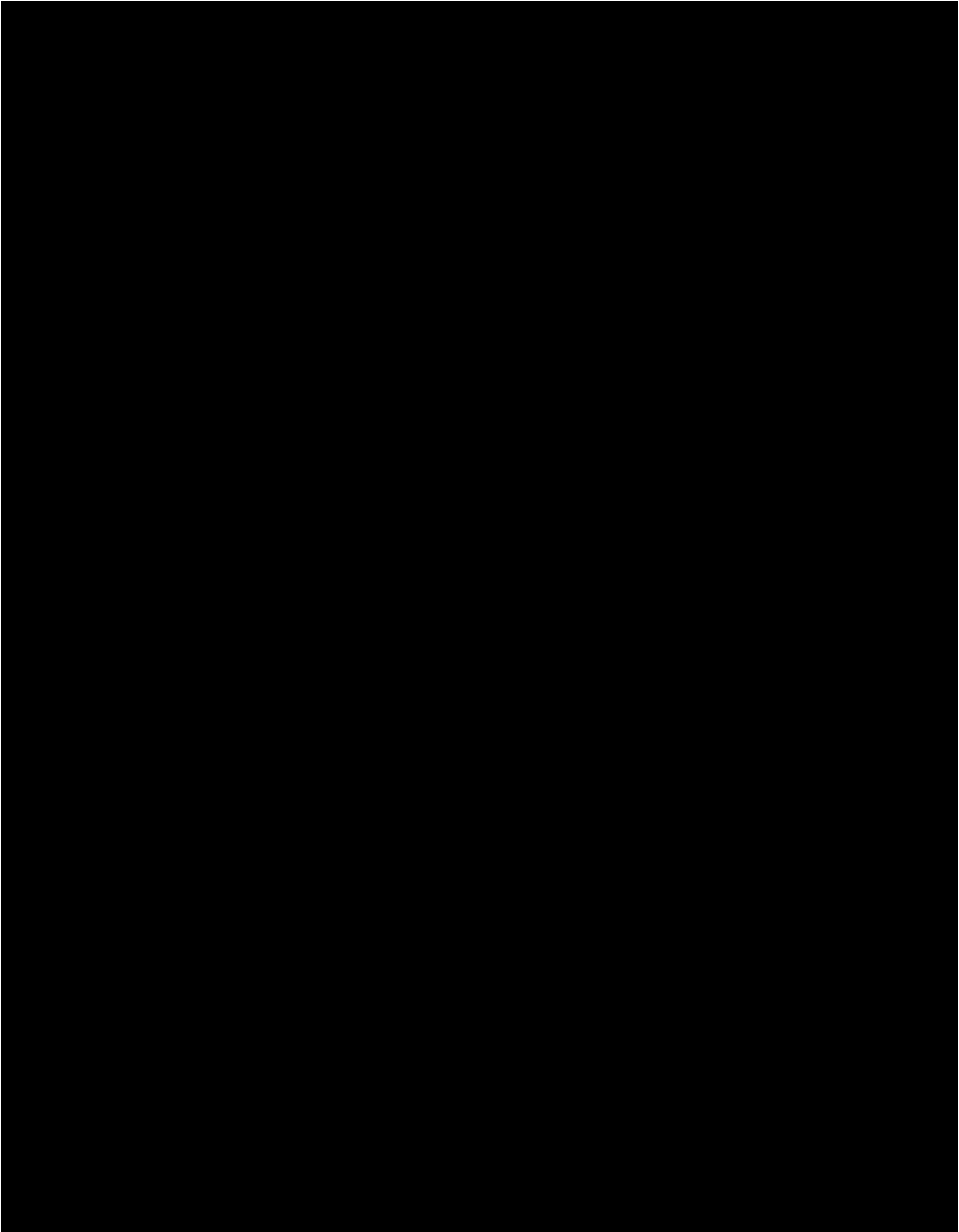
INFORM

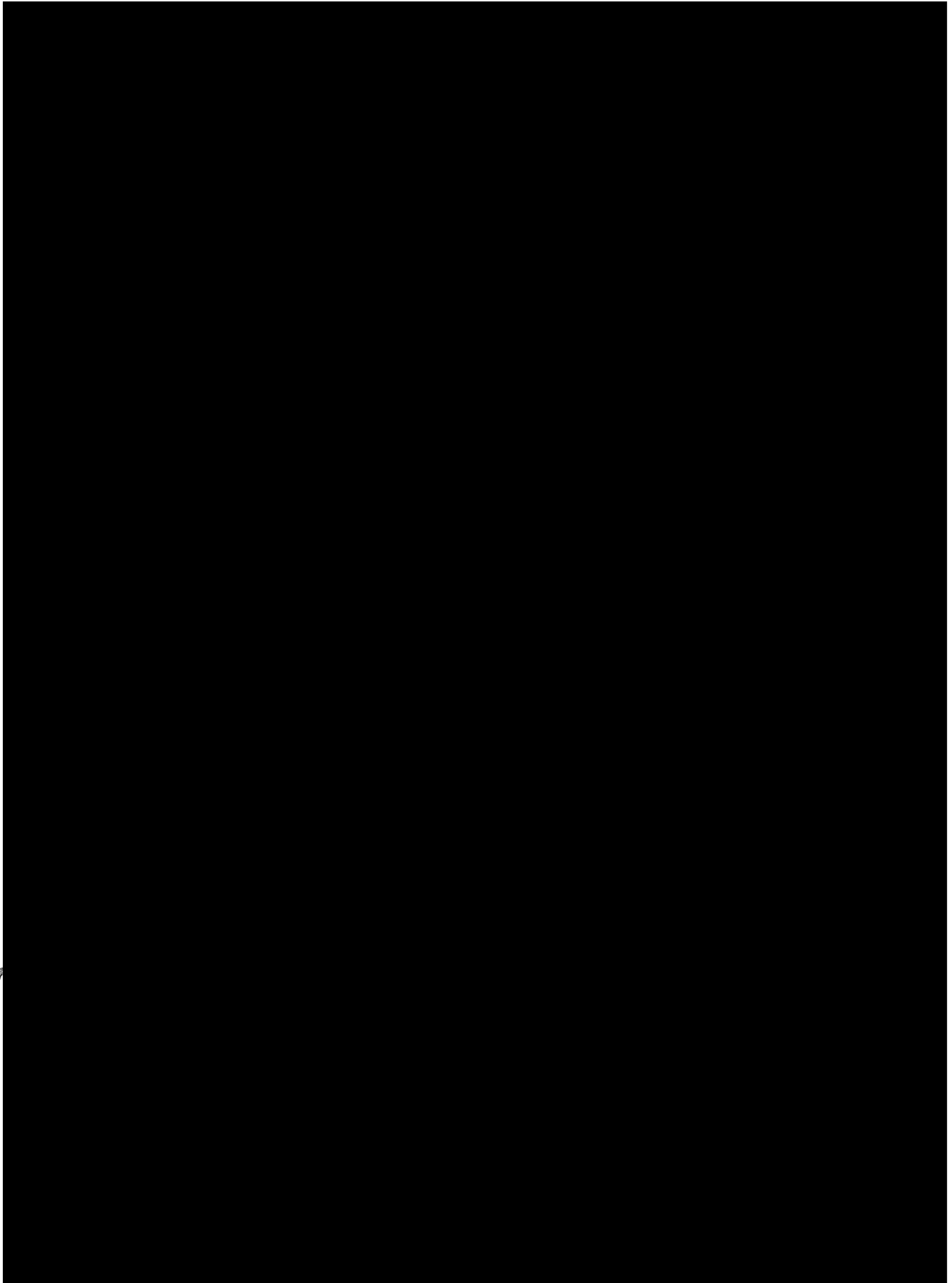


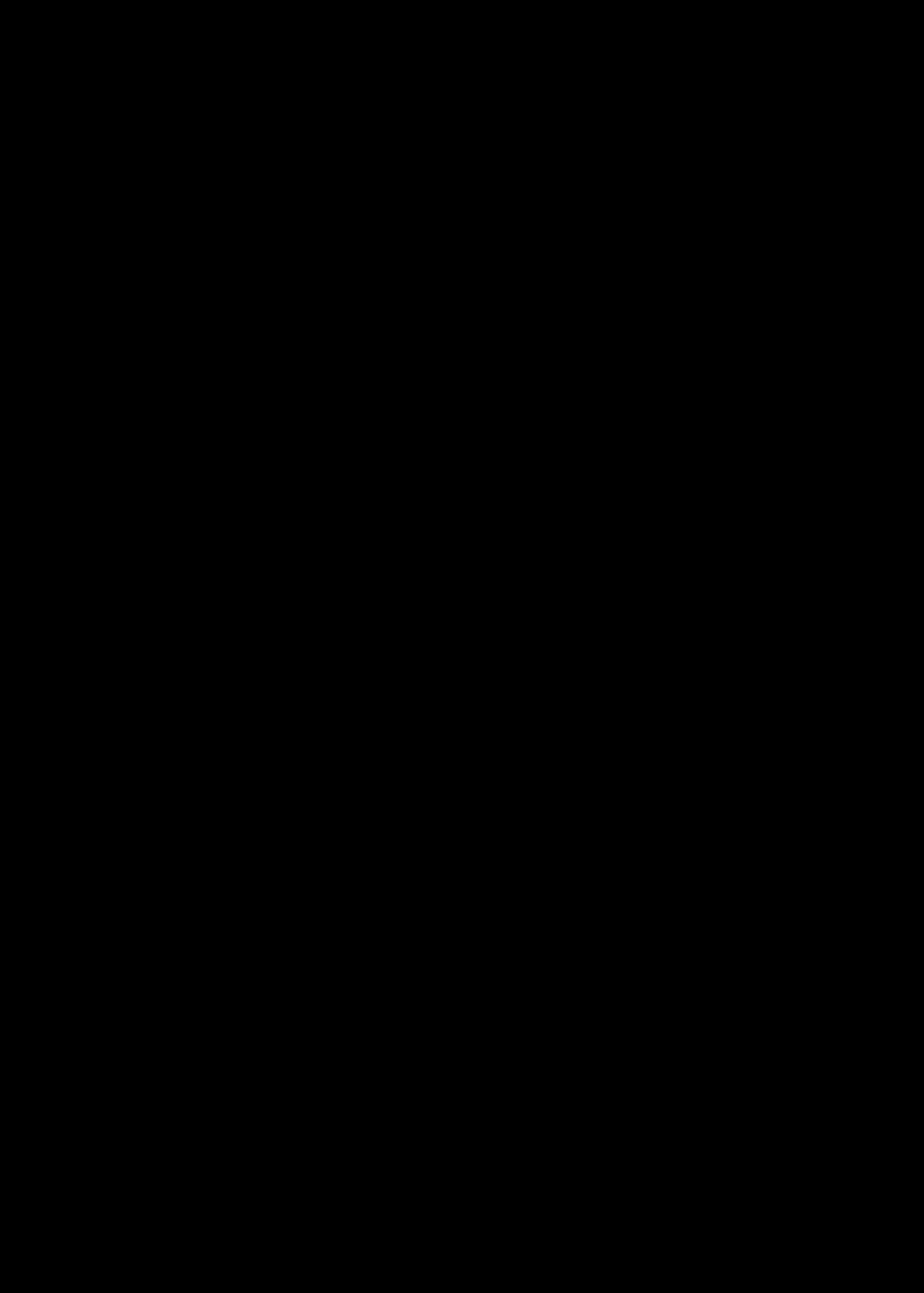




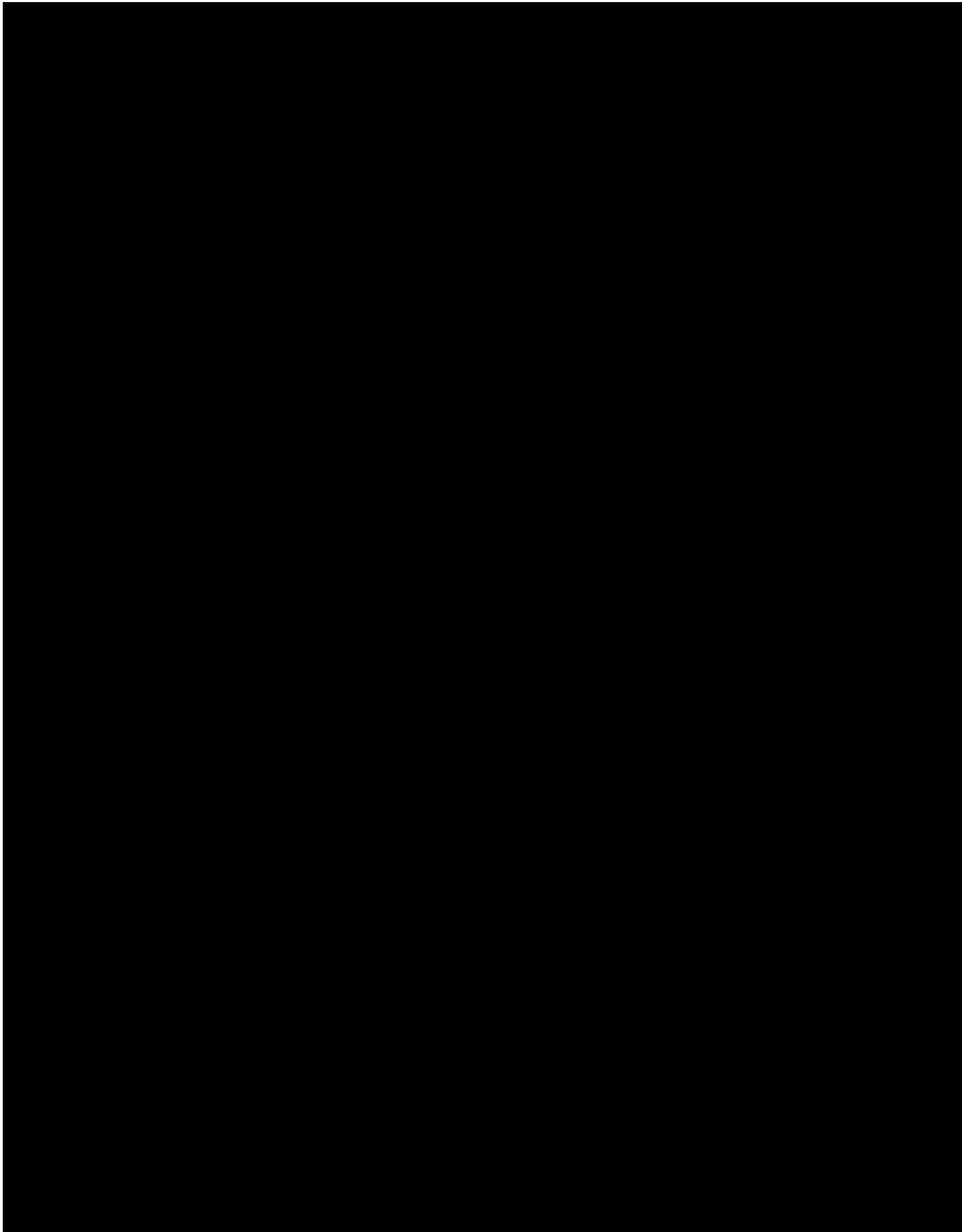
**SCHEDULE A37. – D&C TERM SHEET**

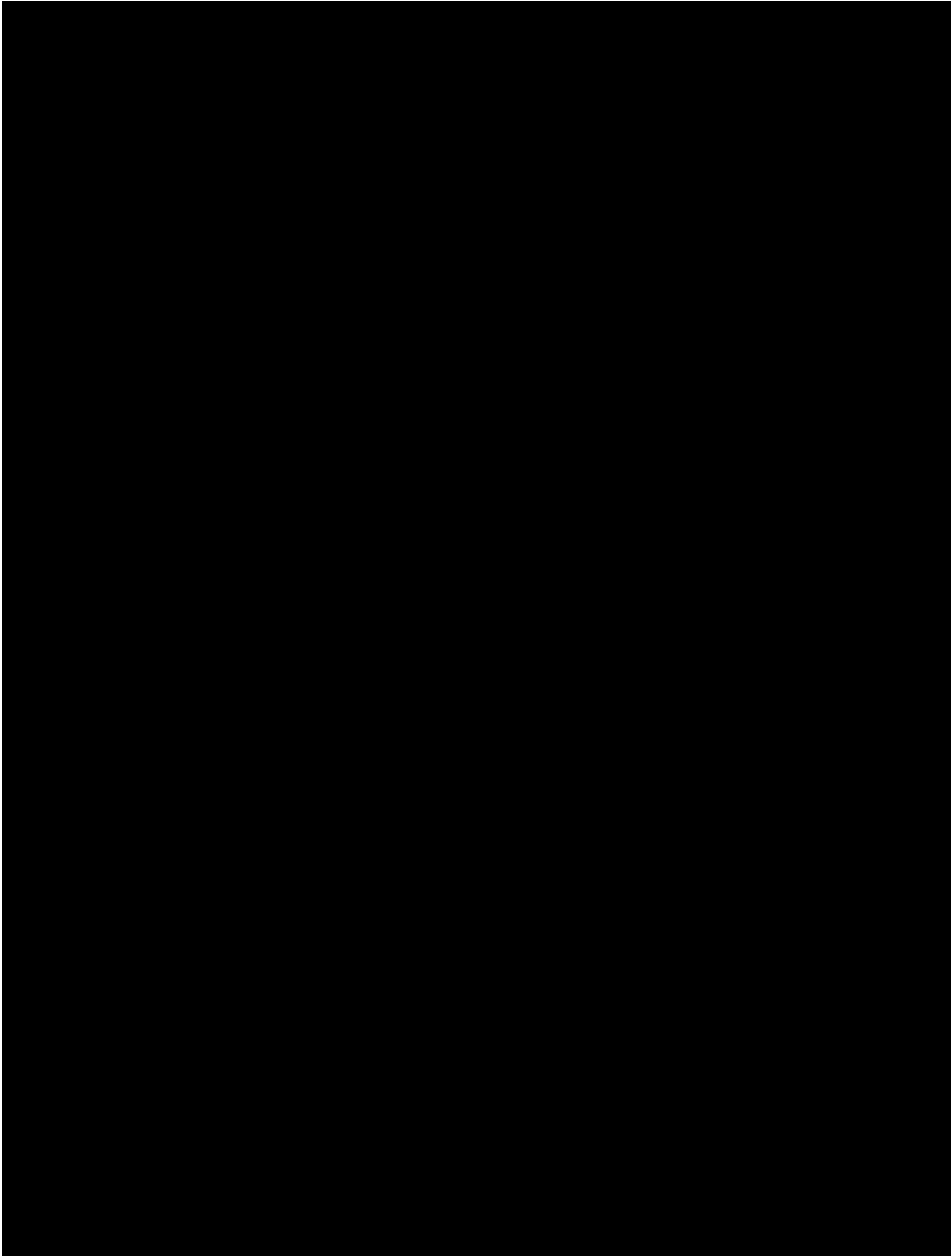












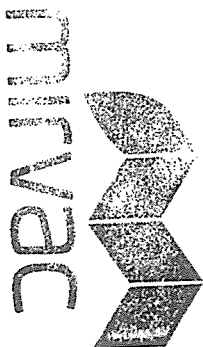
JOHN HOLLAND

## SCHEDULE B1. – GOVERNANCE GROUPS

(Clause 8.7 and Schedule A2)

### 1. PROJECT CONTROL GROUP

- (a) **(Establishment)** A Project Control Group must be established consisting of:
- (i) the Principal's Representative;
  - (ii) the WL Developer's Representative;
  - (iii) 2 persons from each of the Principal and the WL 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 WL Developer agree.
- (b) **(Delegates)** The persons referred to in clause 1(a)(i) and clause 1(a)(ii) of this Schedule B1 may appoint delegates (of an equivalent level of seniority or experience) to attend Project Control Group meetings in their absence.
- (c) **(Objectives)** The objectives of the Project Control Group are to:
- (i) facilitate the development of a collaborative working relationship between the parties;
  - (ii) monitor the overall progress of the performance of the obligations of the WL Developer under this deed;
  - (iii) assist with the resolution of any matters or Disputes referred to the Project Control Group by a party, including issues arising out of the subject of the Cooperation and Integration Deeds;
  - (iv) review each Progress Report provided by the WL Developer; and
  - (v) review and consider such other matters relating to the MQD Project as are agreed between the parties from time to time.
- (d) **(Frequency of meetings)** The Project Control Group will meet monthly prior to the Last Date of Completion unless the parties agree otherwise.
- (e) **(Administration)** The Principal's Representative will convene the meetings of the Project Control Group. The meetings will be chaired by the most senior attendee from the Principal.
- (f) **(Principal may require certain representatives to attend)** At the Principal's request, the WL Developer must procure the attendance of representatives of any Subcontractor and the Financiers (if applicable) at meetings of the Project Control Group.
- (g) **(Principal may bring certain representatives)** The Principal may invite representatives of the Operator, the TSOM Contractor, any other Interface



Contractor, the State or any Authority to attend any meeting of the Project Control Group.

- (h) **(Members of IDAR Panel)** Prior to the Station Date of Completion, the members of the IDAR Panel may, by invitation of either party, attend a Project Control Group meeting but will not be members of the Project Control Group.
- (i) **(Independent Certifier (Social Housing) may attend)** The Independent Certifier (Social Housing) may, by invitation of either party, attend a Project Control Group meeting but will not be a member of the Project Control Group.

**JOHN  
HOLLAND**



**SCHEDULE B2. – WL DEVELOPER'S CERTIFICATE – MQD DESIGN DOCUMENTATION**

(Clause 4.5)

To: The Principal's Representative

From: *[Insert name of WL Developer]* ABN *[insert]*

This certificate is given in accordance with the "Waterloo Integrated Station Development - Metro Quarter Development Project Delivery Agreement (Contract No: 503)" dated *[insert]*, as amended (**MQD PDA**). Words defined in the MQD PDA have the same meaning in this certificate.

In accordance with the terms of clause 4.5 of the MQD PDA, the WL Developer certifies that:

- (a) the *[insert relevant MQD Design Documentation]* complies with the Principal Project Requirements and the MQD PDA;
- (b) the Residential MQD Works, as shown in *[insert relevant MQD Design Documentation]*, will satisfy the Residential MQD Works Requirements;

- (d) *[only in relation to MQD Design Documentation other than Final Stage Design Documentation]* the design as shown in *[insert relevant MQD Design Documentation]* (being MQD Design Documentation other than Final Stage Design Documentation), will be capable of achieving the requirements of the Basis of Design when fully developed; and
- (e) *[only in relation to MQD Design Documentation that is Final Stage Design Documentation]* the MQD as shown in *[insert relevant MQD Design Documentation]* (being MQD Design Documentation which is Final Stage Design Documentation) achieves the requirements of the Basis of Design.

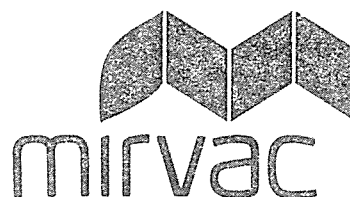
Signed for and on behalf of the WL Developer by:

Signature:

Name:

Position:

Date:



**SCHEDULE B3. – NOTICE OF COMPLETION (PRINCIPAL PROJECT REQUIREMENTS)**

(Clause 22.1(a))

[ON WL DEVELOPER'S LETTERHEAD]

[insert date]

To: The Principal's Representative

Dear [insert name]

**NOTICE OF COMPLETION (PRINCIPAL PROJECT REQUIREMENTS)  
Waterloo Integrated Station Development - Metro Quarter Development Project Delivery Agreement**

This notice is given in accordance with the "Waterloo Integrated Station Development - Metro Quarter Development Project Delivery Agreement (Contract No: 503)" dated [insert], as amended (**MQD PDA**). Words defined in the MQD PDA have the same meaning in this notice.

In accordance with clause 22.1(a) of the MQD PDA, the WL Developer considers that Completion (Principal Project Requirements) has been achieved for [insert details of relevant Separable Portion].

Yours sincerely

.....  
[Insert name]

for and on behalf of the WL Developer

**JOHN  
HOLLAND**



**SCHEDULE B4. – NOTICE OF COMPLETION**

(Clause 22.4(a))

[ON WL DEVELOPER'S LETTERHEAD]

[insert date]

To: The Principal's Representative

Dear [insert name]

**NOTICE OF COMPLETION**

**Waterloo Integrated Station Development - Metro Quarter Development Project Delivery Agreement**

This notice is given in accordance with the "Waterloo Integrated Station Development - Metro Quarter Development Project Delivery Agreement (Contract No: 503)" dated [insert], as amended (**MQD PDA**). Words defined in the MQD PDA have the same meaning in this notice.

In accordance with clause 22.4(a) of the MQD PDA, the WL Developer considers that Completion of [insert details of Separable Portion] has been achieved. The Date of Completion for [insert details of Separable Portion] is [insert date].

Yours sincerely

.....  
[Insert name]

for and on behalf of the WL Developer

**JOHN  
HOLLAND**



**SCHEDULE B5. – CERTIFICATE OF COMPLETION (PRINCIPAL PROJECT REQUIREMENTS)**

(Clause 22.1(b)(i) and Schedule A2)

To: The WL Developer  
From: The Principal's Representative

This certificate is given in accordance with the "Waterloo Integrated Station Development - Metro Quarter Development Project Delivery Agreement (Contract No: 503)" dated *[insert]*, as amended (**MQD PDA**). Words defined in the MQD PDA have the same meaning in this certificate.

In accordance with the terms of clause 22.1(b)(i) of the MQD PDA, the Principal's Representative hereby certifies that Completion (Principal Project Requirements) has been achieved for *[insert details of Separable Portion]* on *[insert]*.

.....  
*[Insert name]*  
for and on behalf of the Principal's Representative

**JOHN  
HOLLAND**





**SCHEDULE B6. – CERTIFICATE OF COMPLETION**

(Clause 22.4(b) and Schedule A2)

To: The WL Developer  
From: The Principal's Representative

This certificate is given in accordance with the "Waterloo Integrated Station Development - Metro Quarter Development Project Delivery Agreement (Contract No: 503)" dated [insert], as amended (**MQD PDA**). Words defined in the MQD PDA have the same meaning in this certificate.

In accordance with the terms of clause 22.4(b) of the MQD PDA, the Principal's Representative hereby certifies that Completion of [insert details of Separable Portion] has been achieved by the WL Developer on [insert].

.....  
[Insert name]  
for and on behalf of the Principal's Representative



**SCHEDULE B7. – APPROVED ENGINEER'S CERTIFICATE (PRE-COMMENCEMENT) [INSERT THE RELEVANT ENGINEERING DISCIPLINE]**

(Clause 8.6(c)(i) and Schedule A2)

**Approved Engineer's Certificate (Pre-Commencement) [Insert the relevant Engineering Discipline]**

To: The Principal's Representative  
Cc: [insert]  
From: [Insert name of Approved Engineer] ABN [insert]

This certificate is given in accordance with the "Waterloo Integrated Station Development - Metro Quarter Development Project Delivery Agreement (Contract No: 503)" dated [insert], as amended (MQD PDA). Words defined in the MQD PDA have the same meaning in this certificate.

In accordance with the terms of clause 8.6(c)(i) of the MQD PDA, we hereby certify that:

- (b) [only in relation to the Engineering Discipline of "Structural"] the structural monitoring strategy for the Station Project Works and the Waterloo Station has been prepared by the WL Developer in accordance with clause 17.2(a)(i) of the MQD PDA to the Approved Engineer's satisfaction;
- (c) [only in relation to the Engineering Discipline of "Structural"] the MQD Works are designed in accordance with Australian Standards relevant to the structural component and as referenced in the National Construction Code;
- (d) [only in relation to the Engineering Discipline of "Earthing, Bonding, Electrolysis and Electromagnetic Compatibility"] the adverse effects of stray currents and electrolysis caused by the MQD and the MQD Works is considered in the design and electrolysis mitigation and monitoring strategy for the Station Project Works and the Waterloo Station prepared by the WL Developer in accordance with clause 17.2(a)(ii) of the MQD PDA to the Approved Engineer's satisfaction; and

The considerations associated with this assessment are set out in Annexure A to this certificate.

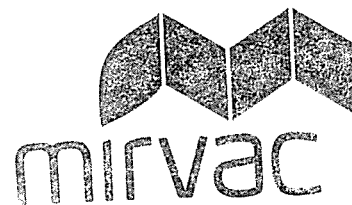
.....  
Signed for and on behalf of  
[Insert name of Approved Engineer]

  
**JOHN HOLLAND**

**ANNEXURE A – CONSIDERATIONS**

*[insert a list of the considerations associated with the Approved Engineer's assessment.]*

**JOHN  
HOLLAND**



**SCHEDULE B8. – APPROVED ENGINEER'S CERTIFICATE (POST-COMPLETION) [INSERT THE RELEVANT ENGINEERING DISCIPLINE]**

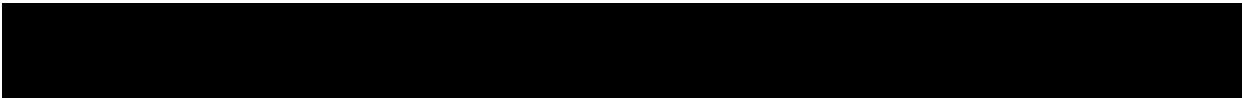
(Clause 8.6(c)(ii) and Schedule A2)

**Approved Engineer's Certificate (Post-Completion) [Insert the relevant Engineering Discipline]**

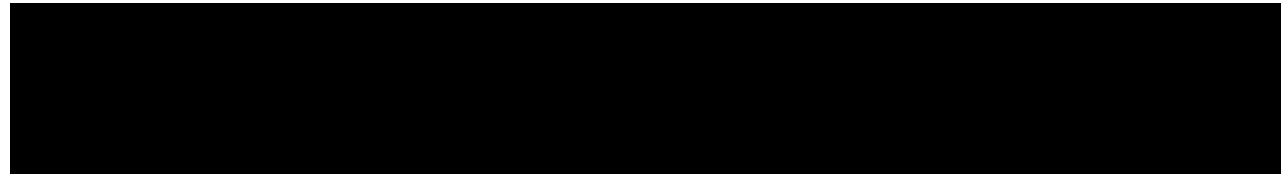
To: The Principal's Representative  
Cc: [insert]  
From: [Insert name of Approved Engineer] ABN [insert]

This certificate is given in accordance with the "Waterloo Integrated Station Development - Metro Quarter Development Project Delivery Agreement (Contract No: 503)" dated [insert], as amended (MQD PDA). Words defined in the MQD PDA have the same meaning in this certificate.

In accordance with the terms of clause 8.6(c)(ii) of the MQD PDA, we hereby certify that in respect of [insert details of Separable Portion]:



- (b) not used;
- (c) [only in relation to the Engineering Discipline of "Earthing, Bonding, Electrolysis and Electromagnetic Compatibility"] all considerations and strategies referred to in the Approved Engineer's Certificate (Pre-Commencement) (Earthing, Bonding, Electrolysis and Electromagnetic Compatibility) have been fully implemented to the Approved Engineer's satisfaction with required documented evidence in place to satisfy this; and



The considerations associated with this assessment are set out in Annexure A to this certificate.

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

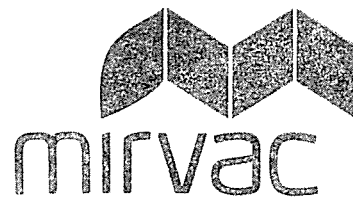
**JOHN  
HOLLAND**



**ANNEXURE A – CONSIDERATIONS**

*[Insert a list of the considerations associated with the Approved Engineer's assessment.]*

**JOHN  
HOLLAND**



**SCHEDULE B9. – NOT USED**



**SCHEDULE B10. – NOT USED**



**SCHEDULE B11. – CERTIFICATE OF DESIGN COMPLIANCE (SOCIAL HOUSING)**

(Schedule A2 and clause 2.2A(b) of Schedule A9)

To: The Principal, the WL Developer and LAHC

Cc: [insert]

From: [Insert name of Independent Certifier (Social Housing)] ABN [insert]

This certificate is given in accordance with the "[Independent Certifier Deed – Social Housing]" (Contract No: [insert]) dated [insert], as amended (**Independent Certifier Deed (Social Housing)**).

Words defined in the "Waterloo Integrated Station Development - Metro Quarter Development Project Delivery Agreement (Contract No: 503)" dated [insert], as amended (**MQD PDA**) have the same meaning in this certificate.

In accordance with clause 2.2A(b) of Schedule A9 (*Design Development Procedure*) of the MQD PDA, the Independent Certifier (Social Housing) certifies that, having performed all relevant Duties (as defined in the Independent Certifier Deed (Social Housing)) in accordance with the requirements of the Independent Certifier Deed (Social Housing), the attached Final Stage Design Documentation for the Social Housing Works complies with the Social Housing Requirements.

.....  
Signed for and on behalf of  
[Insert name of Independent Certifier (Social Housing)]

**JOHN  
HOLLAND**





**SCHEDULE B12. – CERTIFICATE OF COMPLETION (SOCIAL HOUSING)**

(Clause 22.3A(d) and Schedule A2)

To: The Principal, the WL Developer and LAHC

Cc: [insert]

From: [Insert name of Independent Certifier (Social Housing)] ABN [insert]

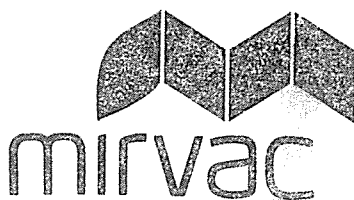
This certificate is given in accordance with the "[Independent Certifier Deed – Social Housing]" (Contract No: [insert]) dated [insert], as amended (**Independent Certifier Deed (Social Housing)**).

Words defined in the "Waterloo Integrated Station Development - Metro Quarter Development Project Delivery Agreement (Contract No: 503)" dated [insert], as amended (**MQD PDA**) have the same meaning in this certificate.

In accordance with the terms of clause 22.3A(d) of the MQD PDA, the Independent Certifier (Social Housing) certifies that, having performed all relevant Duties (as defined in the Independent Certifier Deed (Social Housing)) in accordance with the requirements of the Independent Certifier Deed (Social Housing), Completion (Social Housing) was achieved on [insert date] in respect of [the Social Housing Works relating to the Social Housing Car Parks (including associated access)/all Social Housing Works other than the Social Housing Works relating to the Social Housing Car Parks (including associated access)].

A list of Defects referred to in clause 22.3A(e) of the MQD PDA is **attached**.

.....  
Signed for and on behalf of  
[Insert name of Independent Certifier (Social Housing)]



**Attachment – List of Defects referred to in clause 22.3A(e) of the MQD PDA**

No.	Defects
1.	
2.	

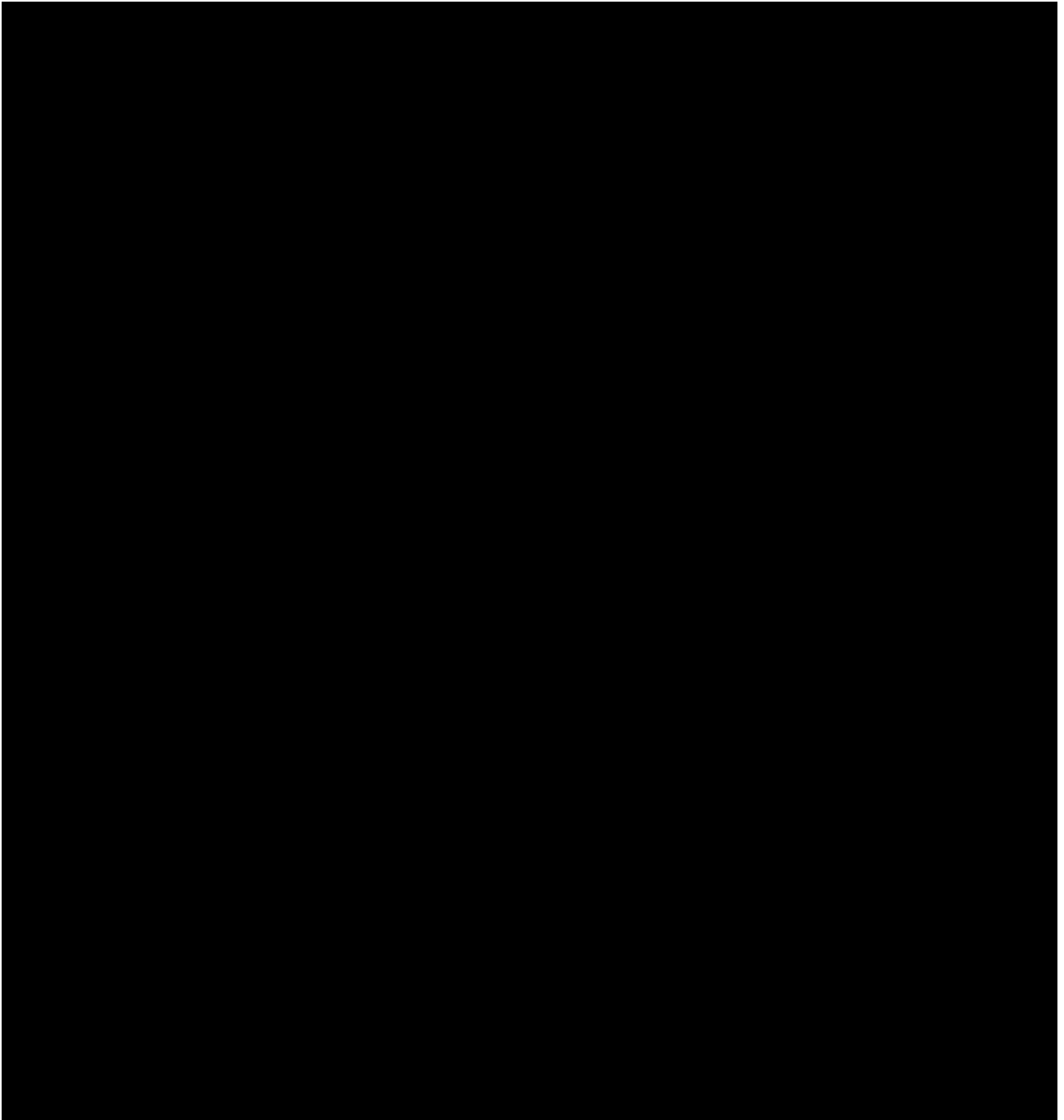


## SCHEDULE C1. – MQD DESIGN PARAMETERS (METRO)

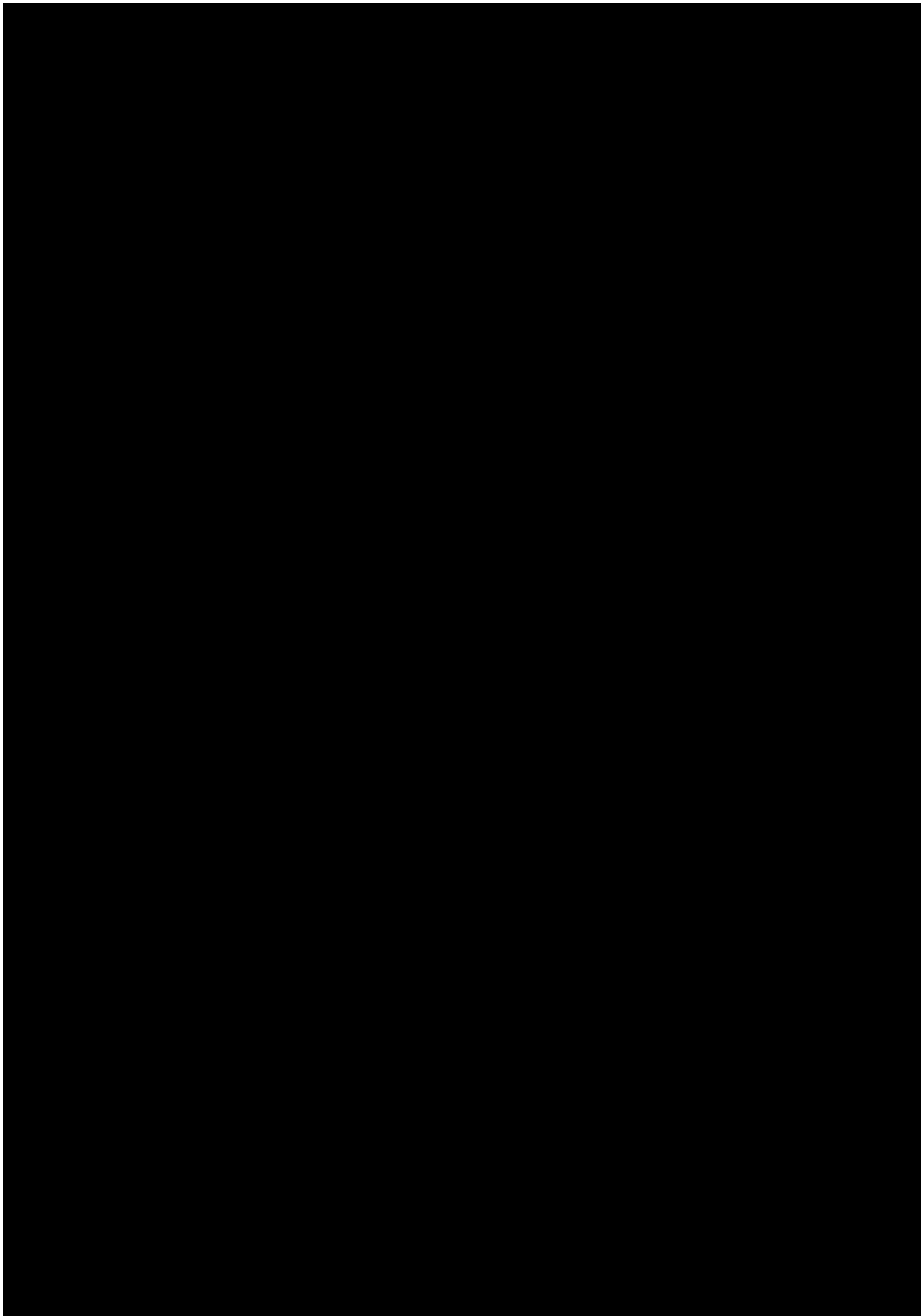
(Schedule A2)

### 1. GENERAL

The MQD Design Parameters (Metro) will include the elements set out in this Schedule C1 and as shown in the WL Developer's Tender Design.







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Schedule C1 (MQD Design Parameters (Metro))

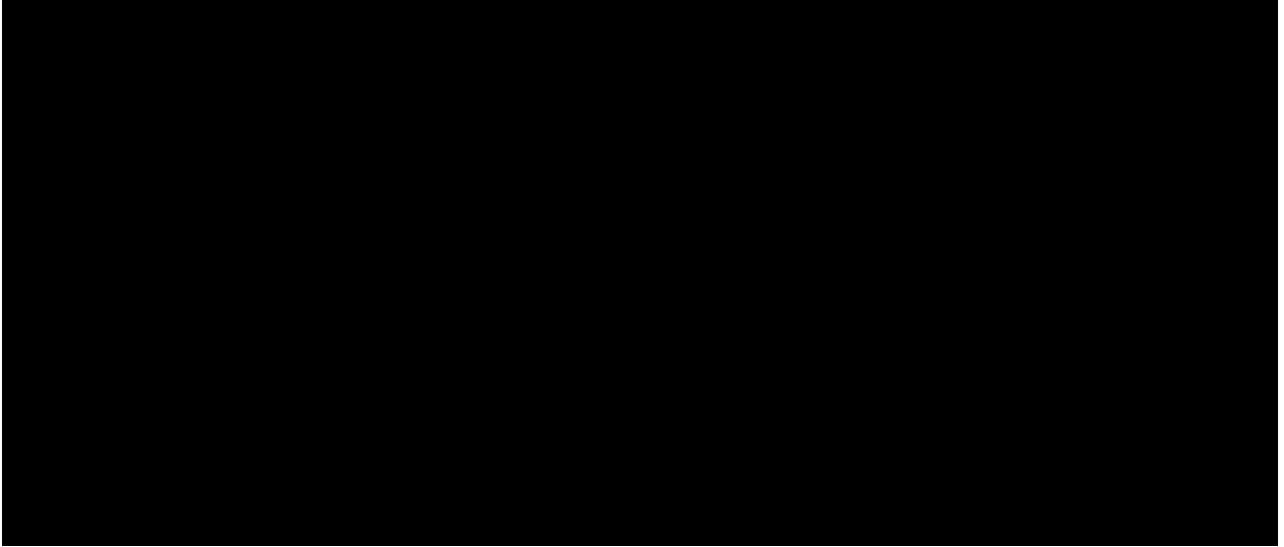
**JOHN  
HOLLAND**

4. **NOT USED**

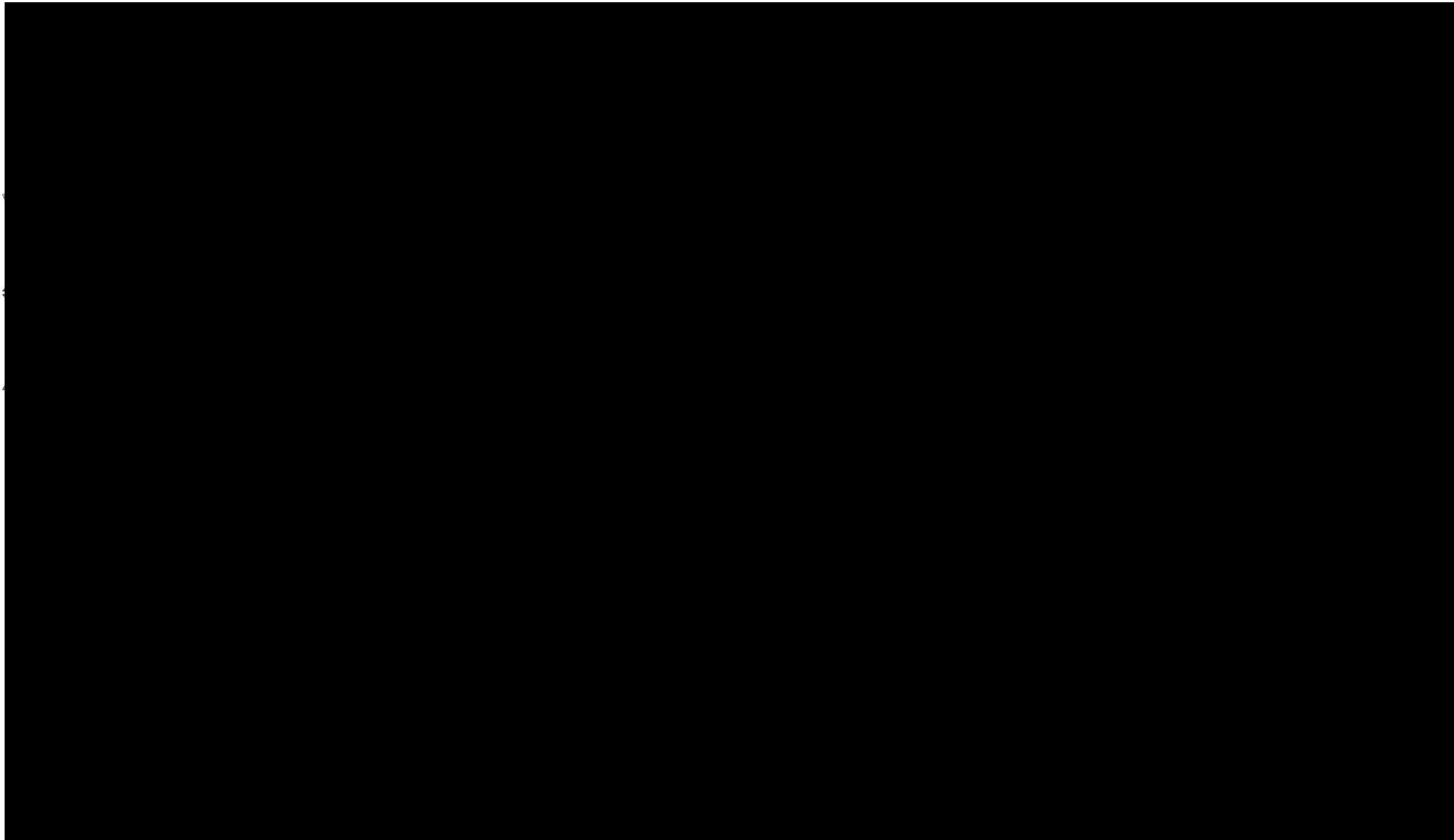
5. **OTHER**

(a) Not used.

(b) Not used.



Annexure A to Schedule C1 - Waterloo Design Parameter Diagrams



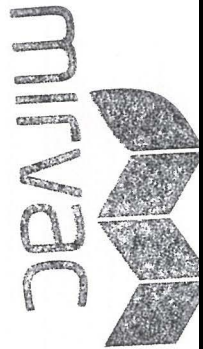
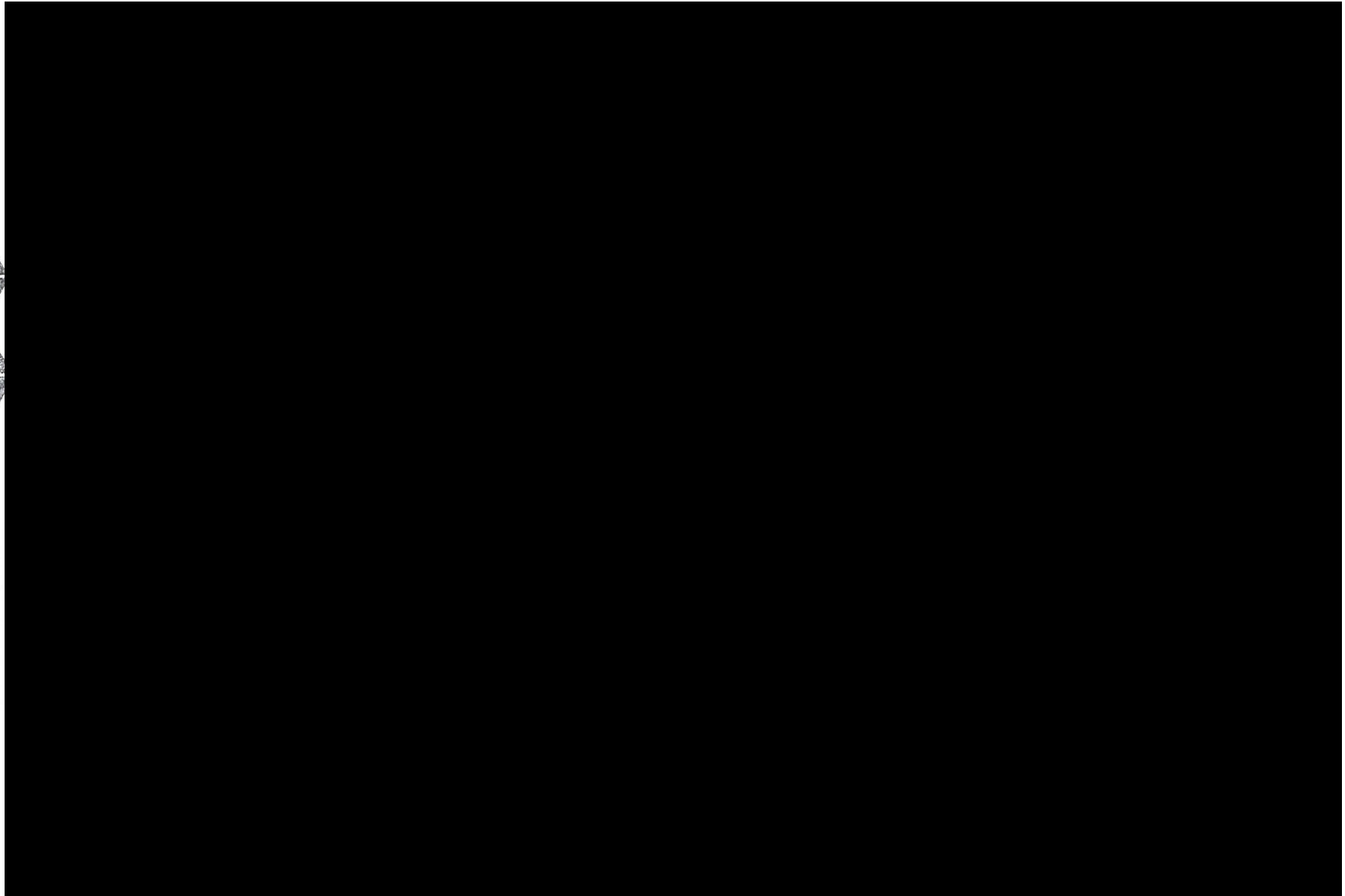
MRVAC

JOHN HOLLAND

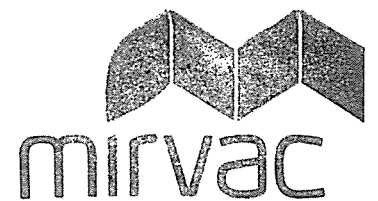




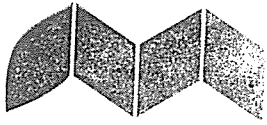




**SCHEDULE C2. – NOT USED**

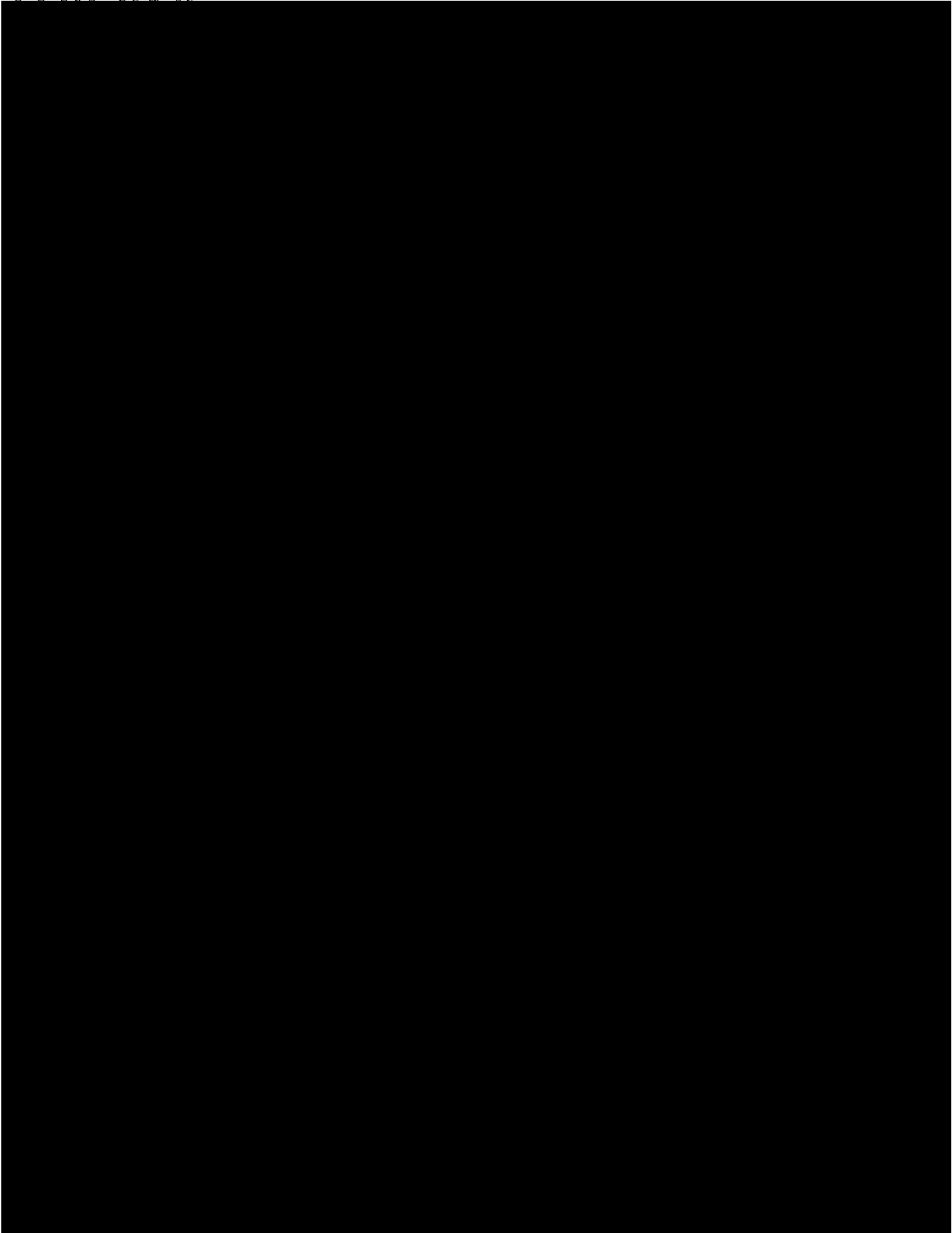


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HOLLAND**

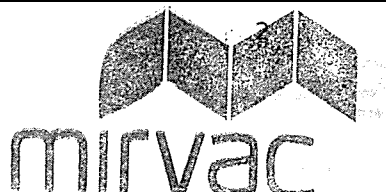
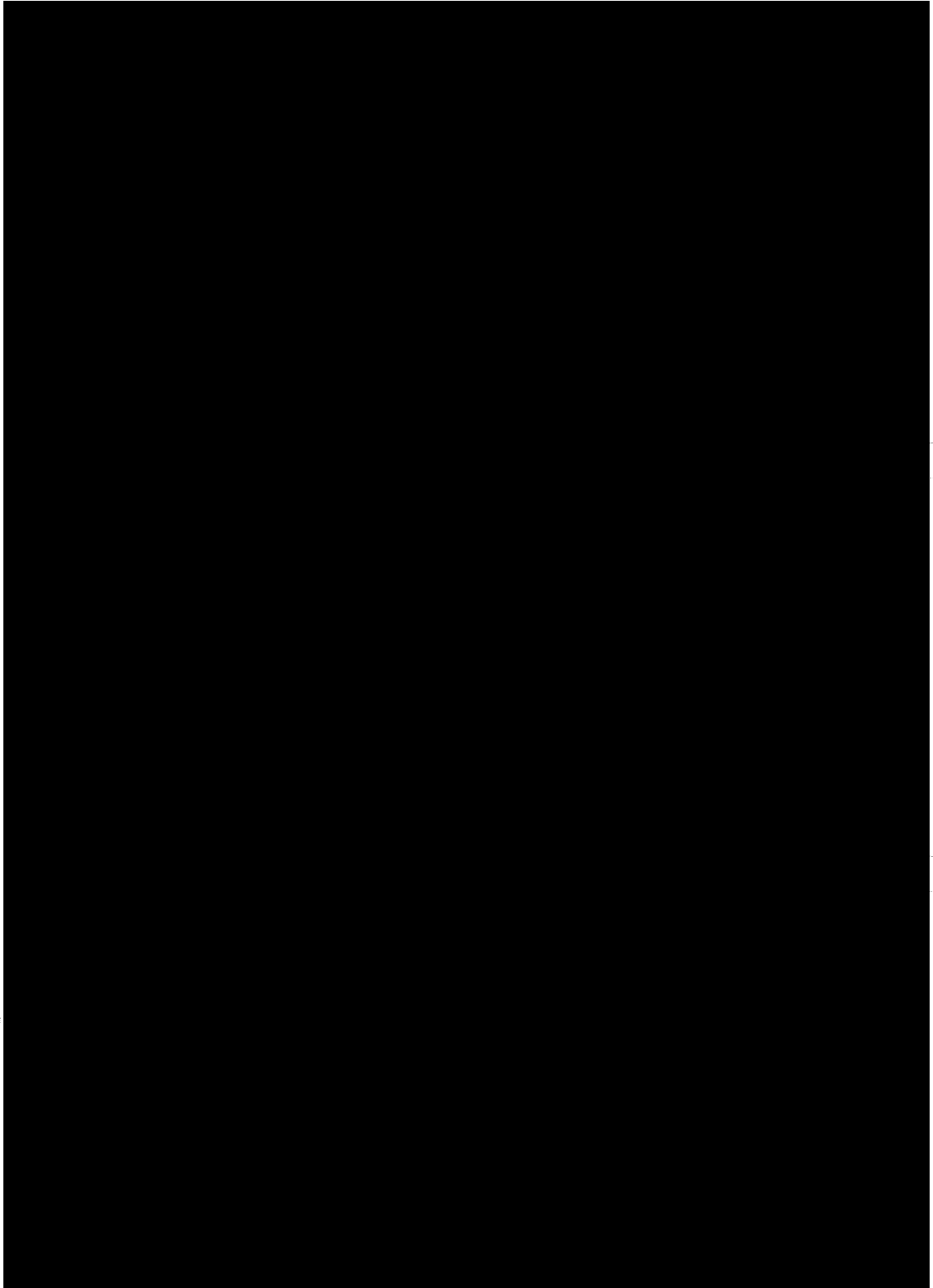


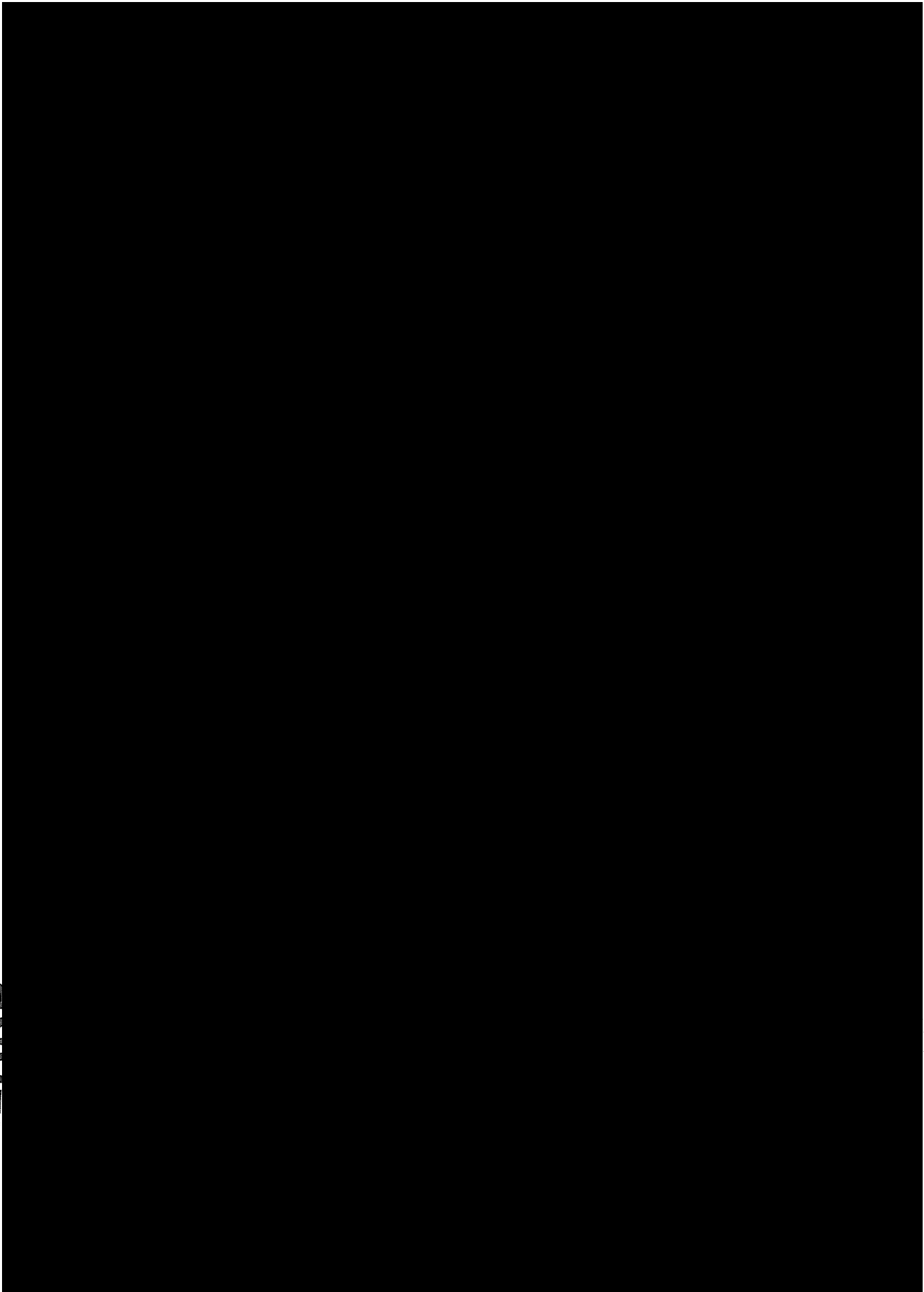
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**SCHEDULE C3. - WL DEVELOPER'S TENDER DESIGN**

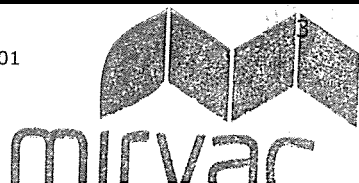


**JOHN  
HOLLAND**

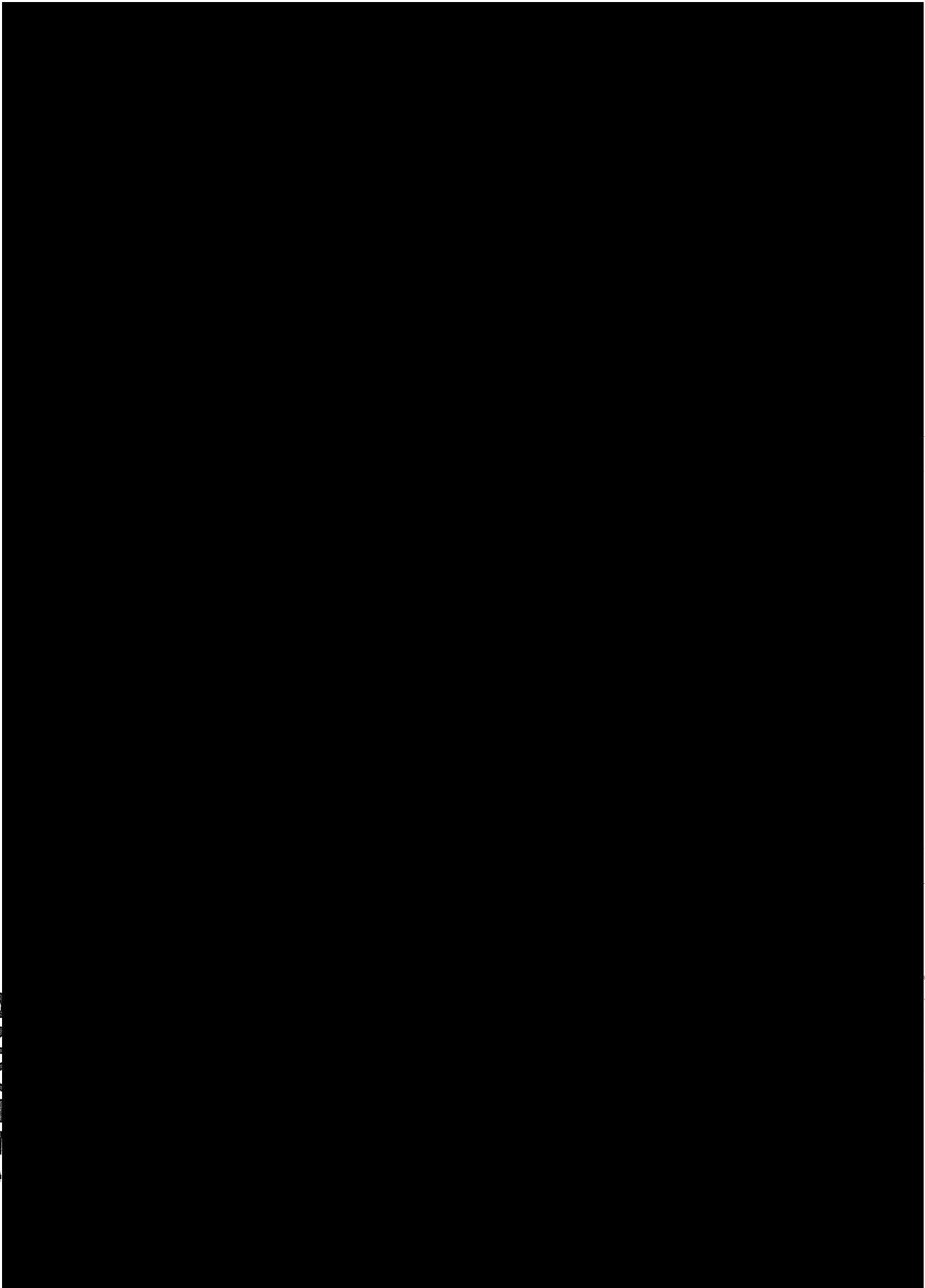


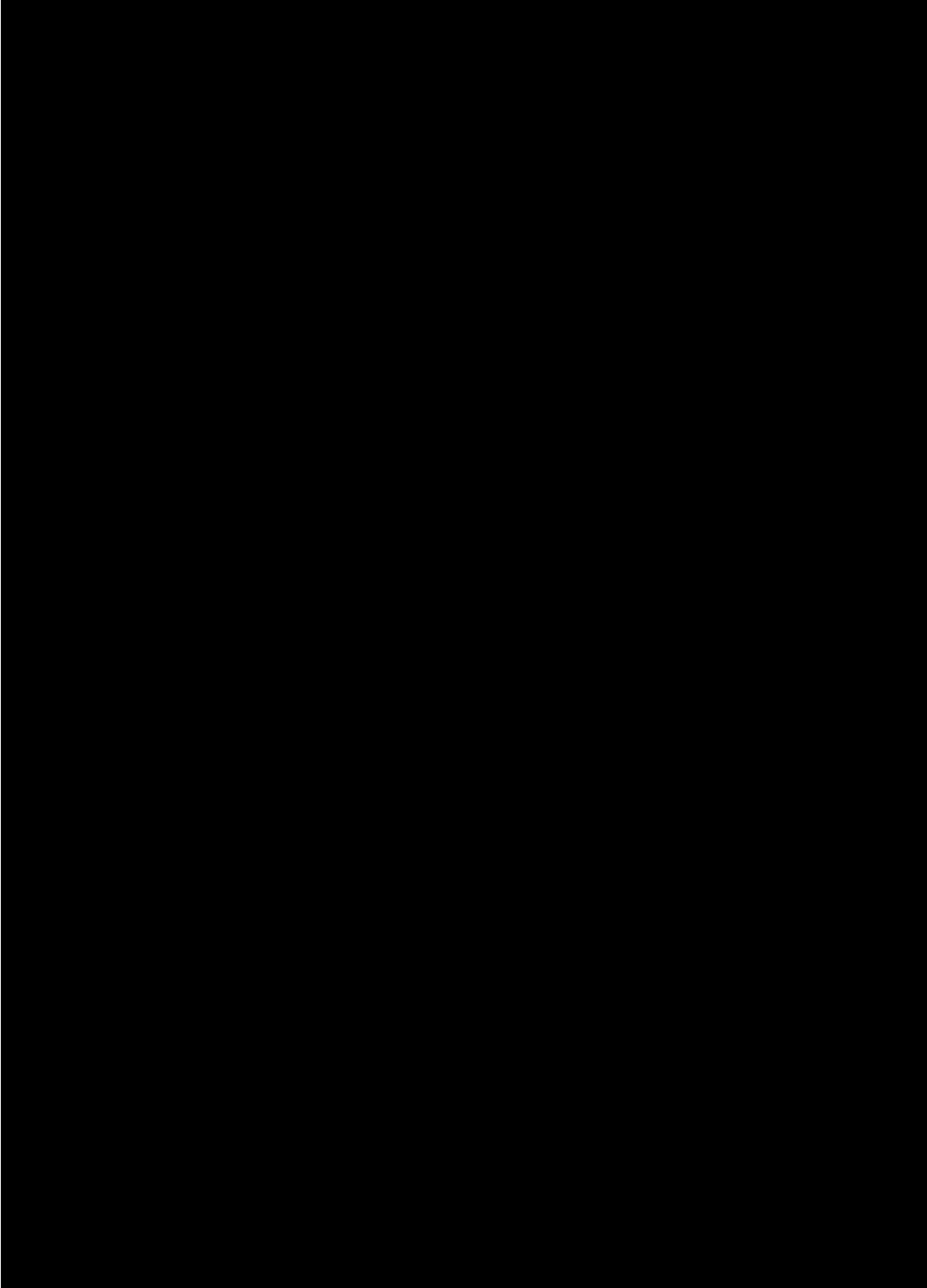


**JOHN  
HOLLAND**



**JOHN  
HOLLAND**

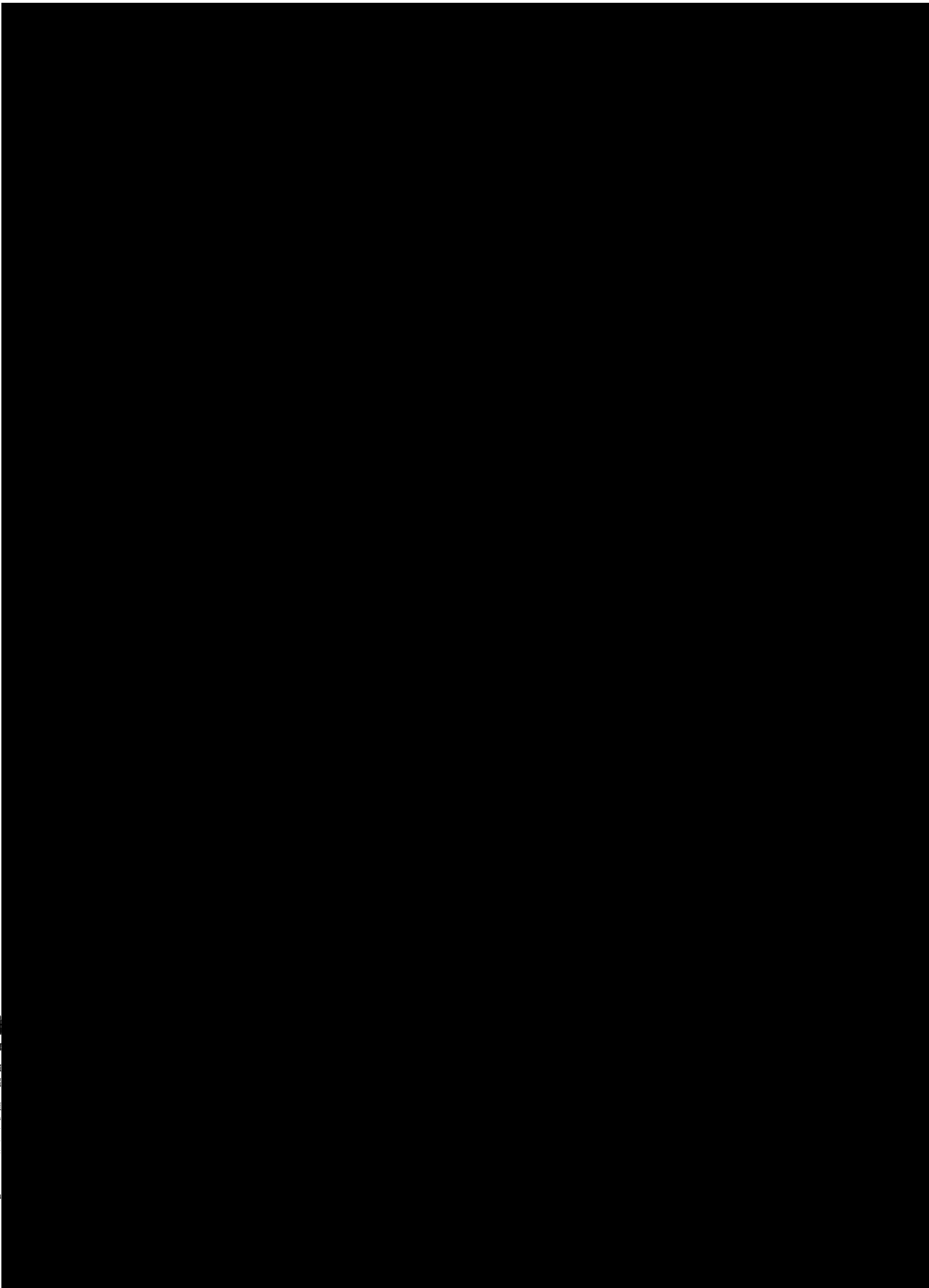




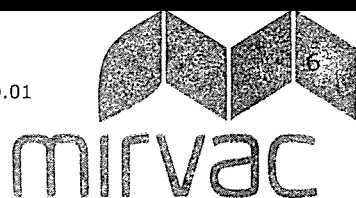
**JOHN  
HOLLAND**

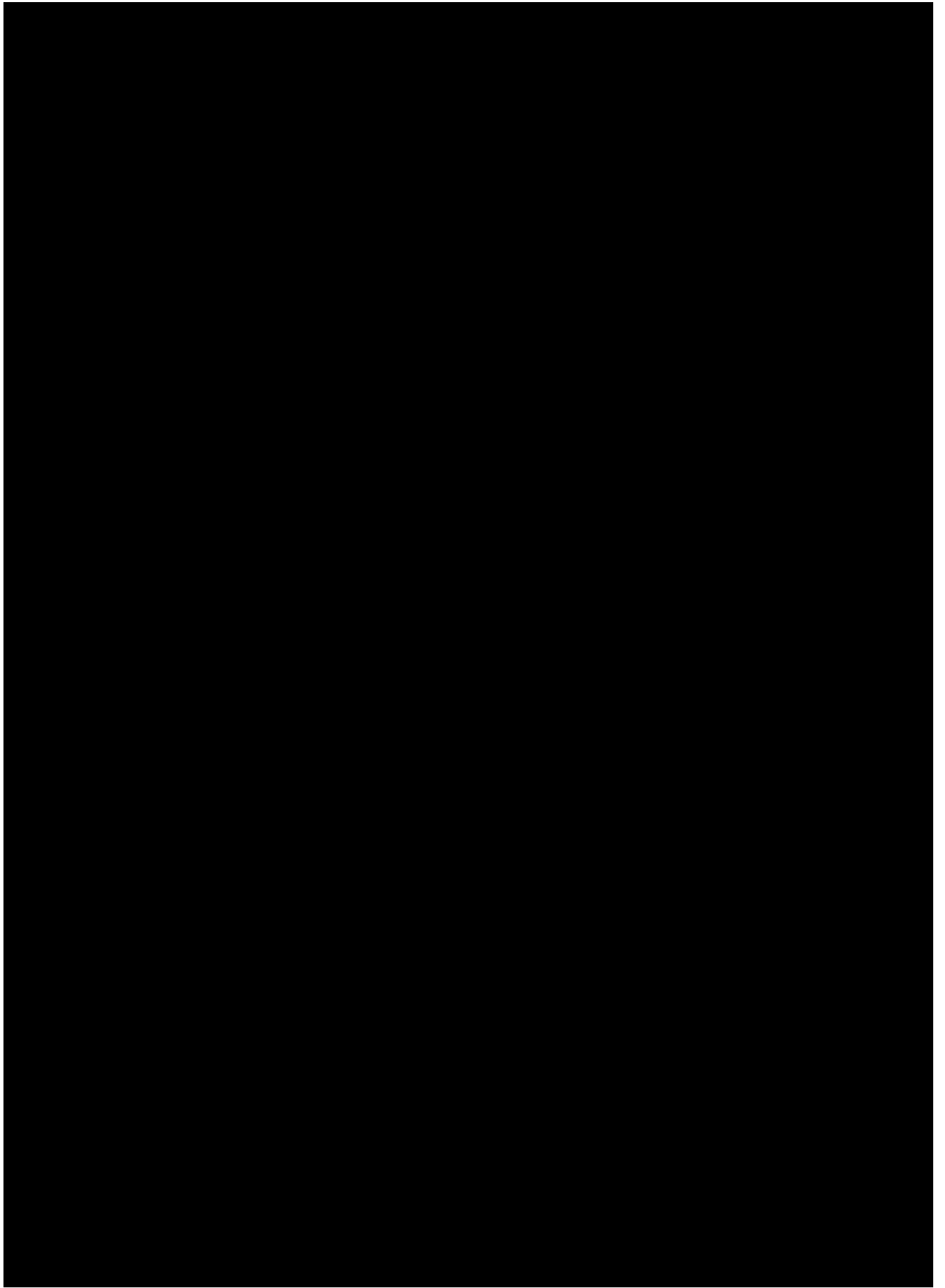




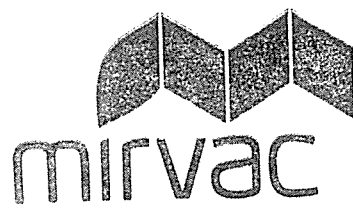


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HOLLAND**





**JOHN  
HOLLAND**



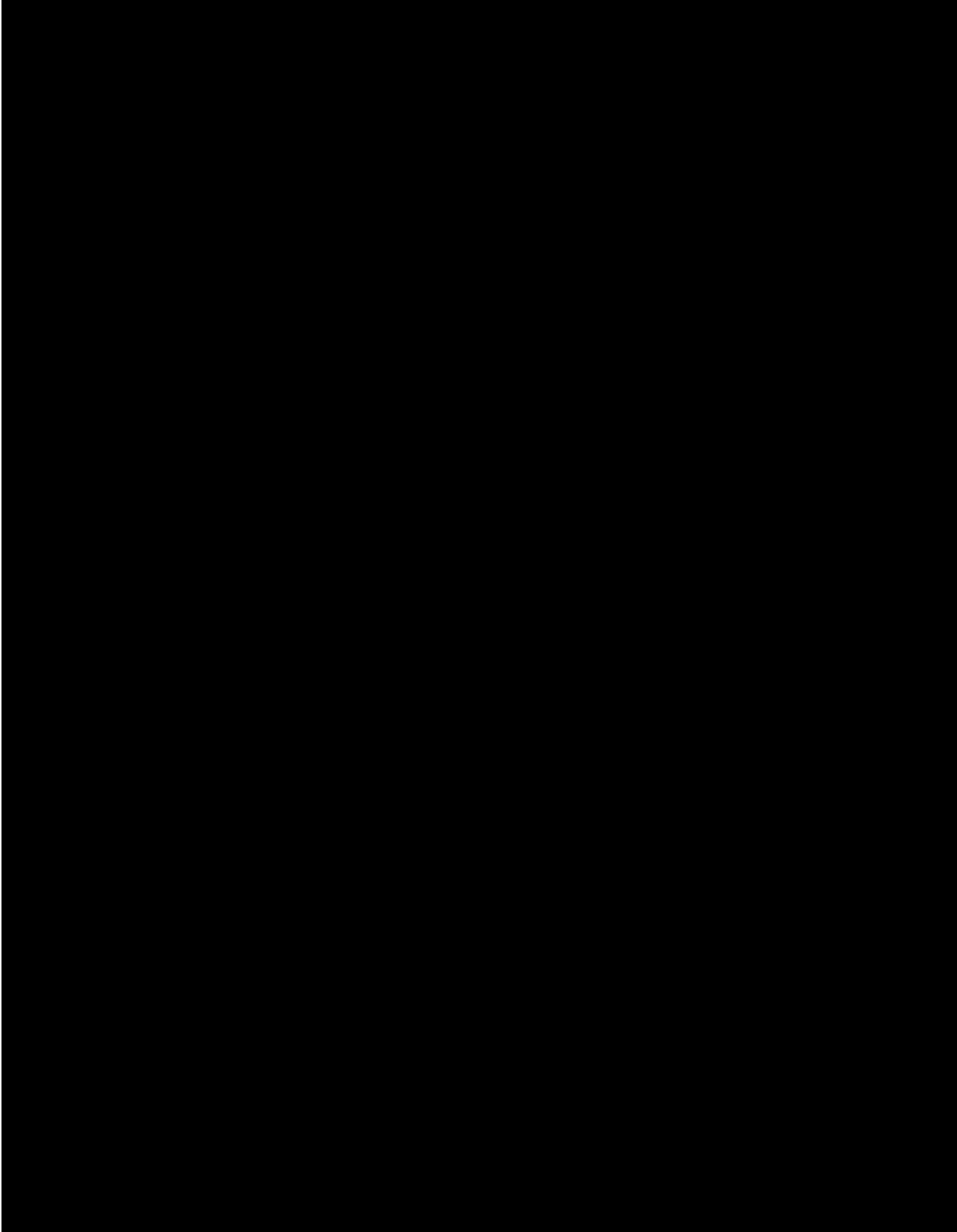
**JOHN  
HOLLAND**

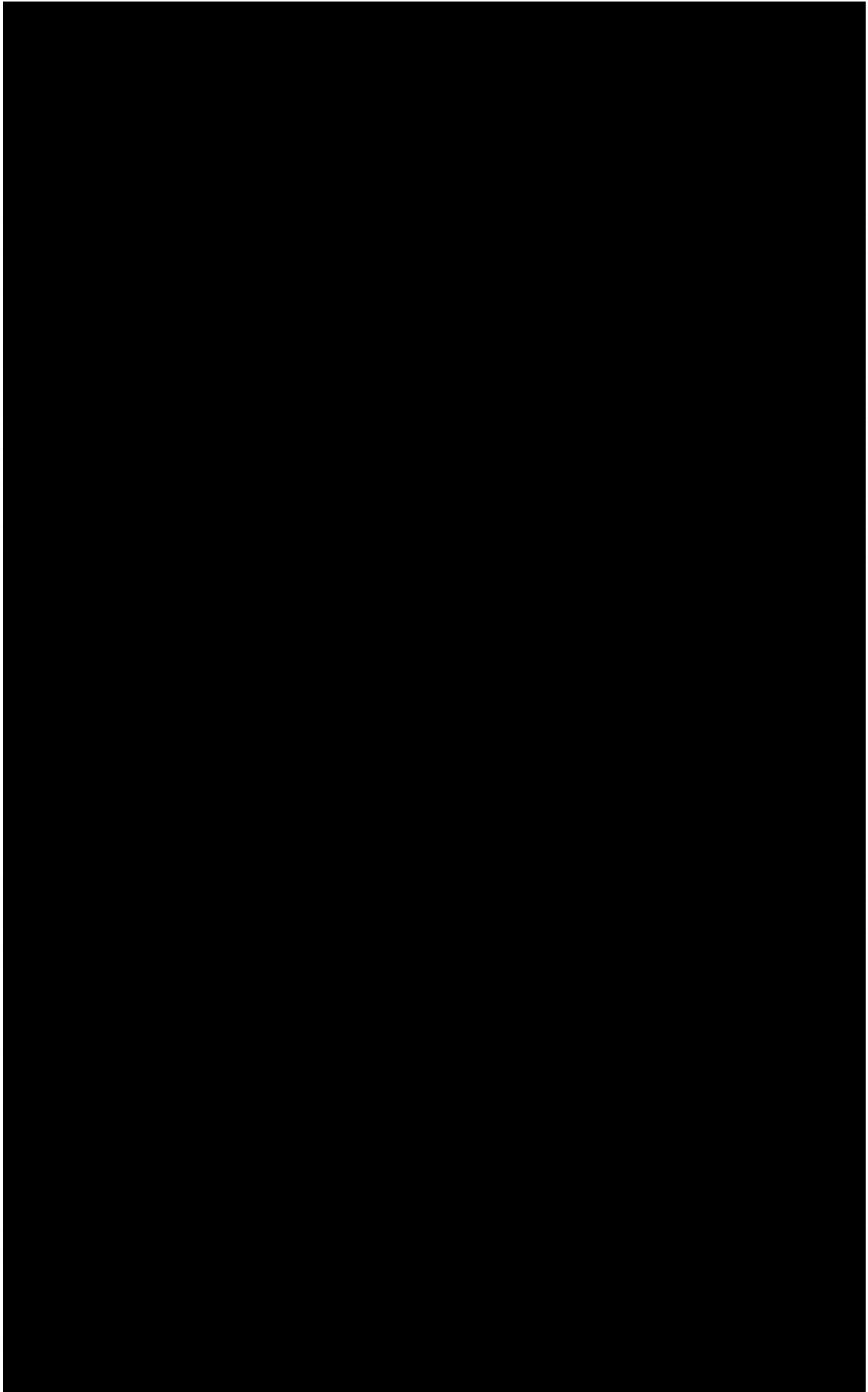
**SCHEDULE C4. – NOT USED**



**SCHEDULE C5. – INITIAL BASIS OF DESIGN**

(Clause 4.11 and Schedule A2)





3.

