

Schedule 1 Schedule A2

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,

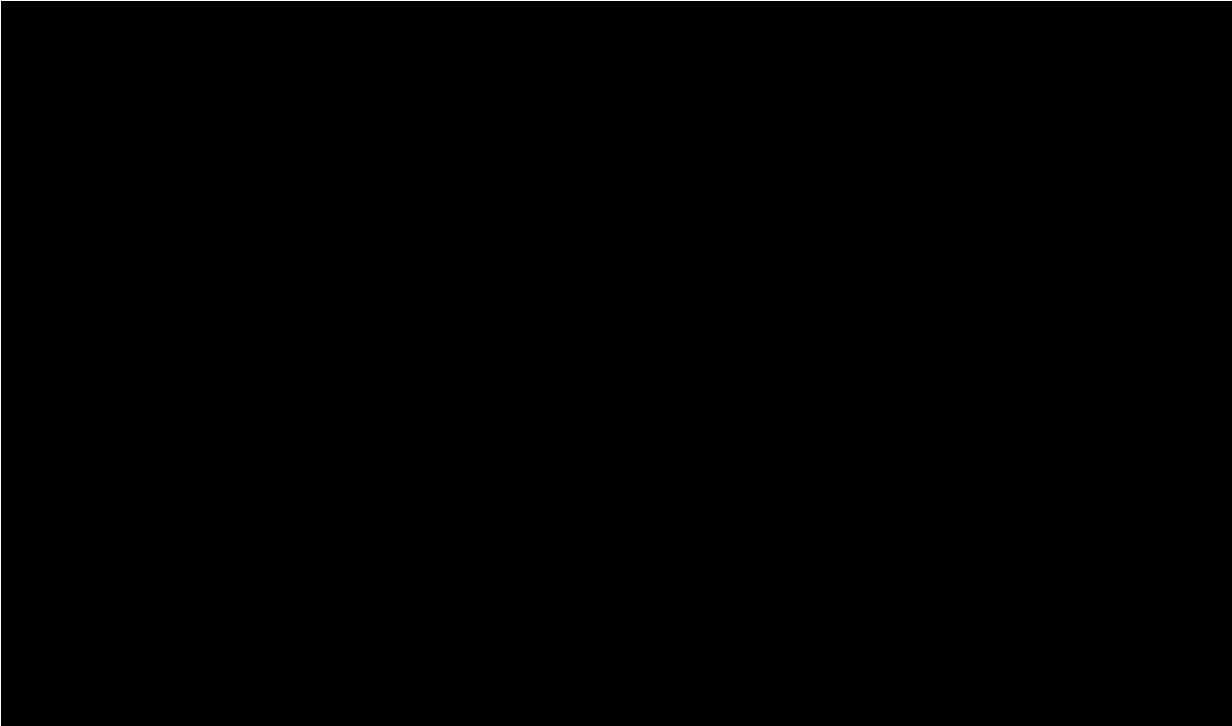
for:

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

except to the extent that the 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*).



[REDACTED]

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.

[REDACTED]

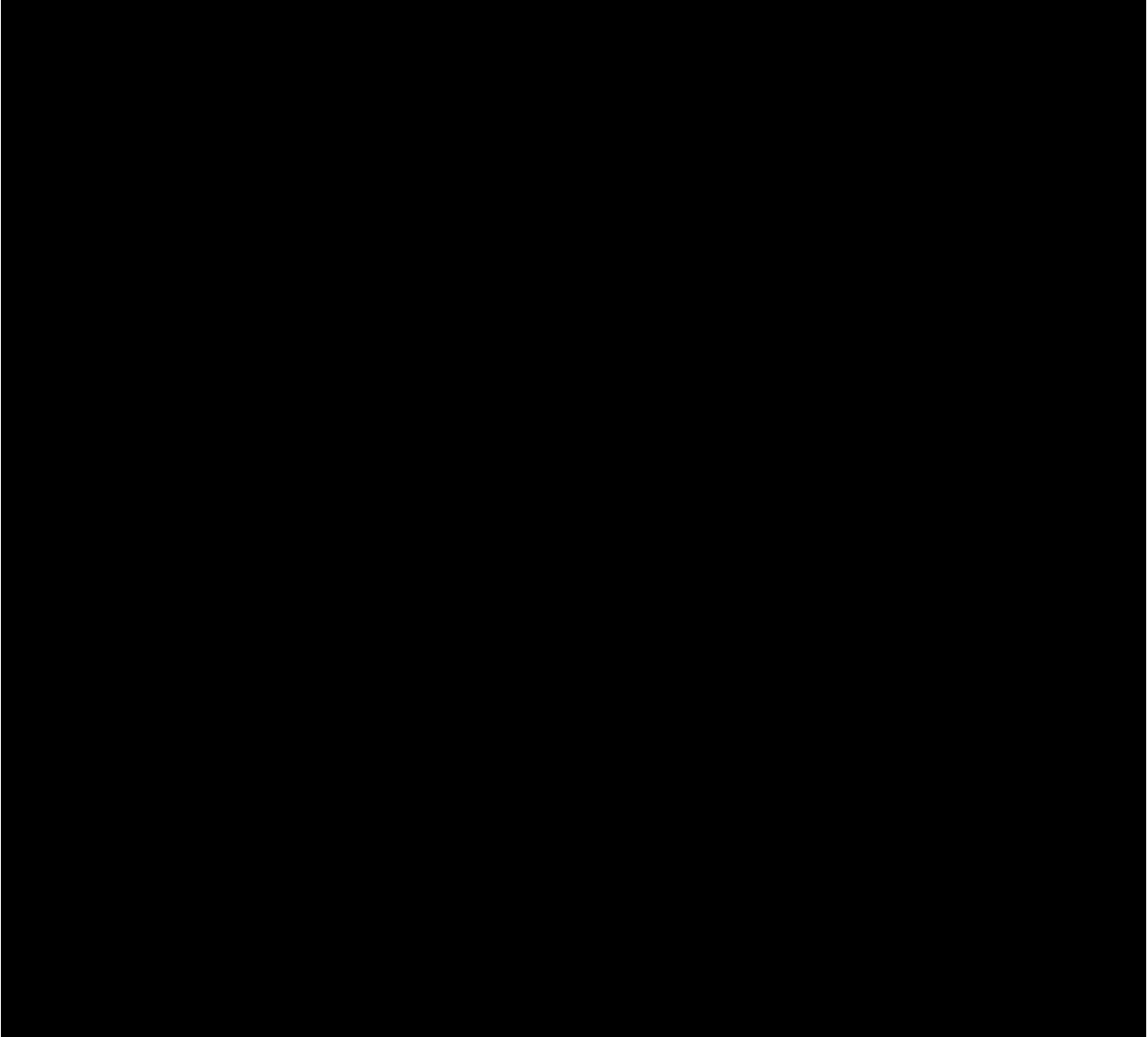
[REDACTED]

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*).

[REDACTED]



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.

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);

 - (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.

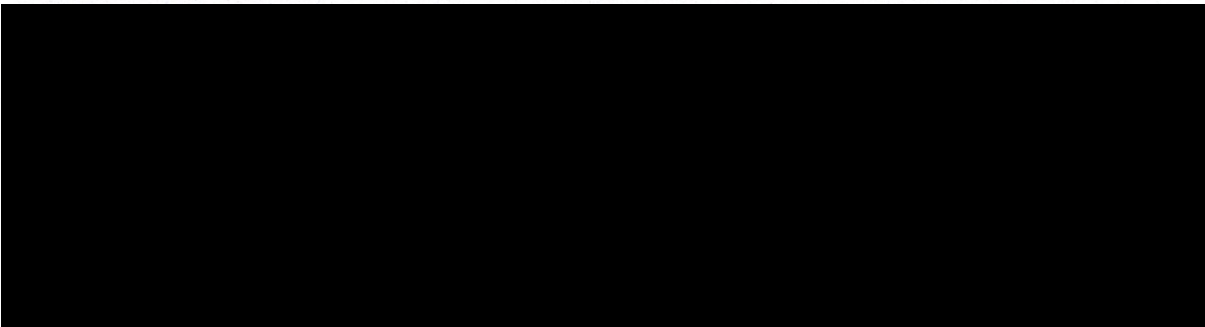
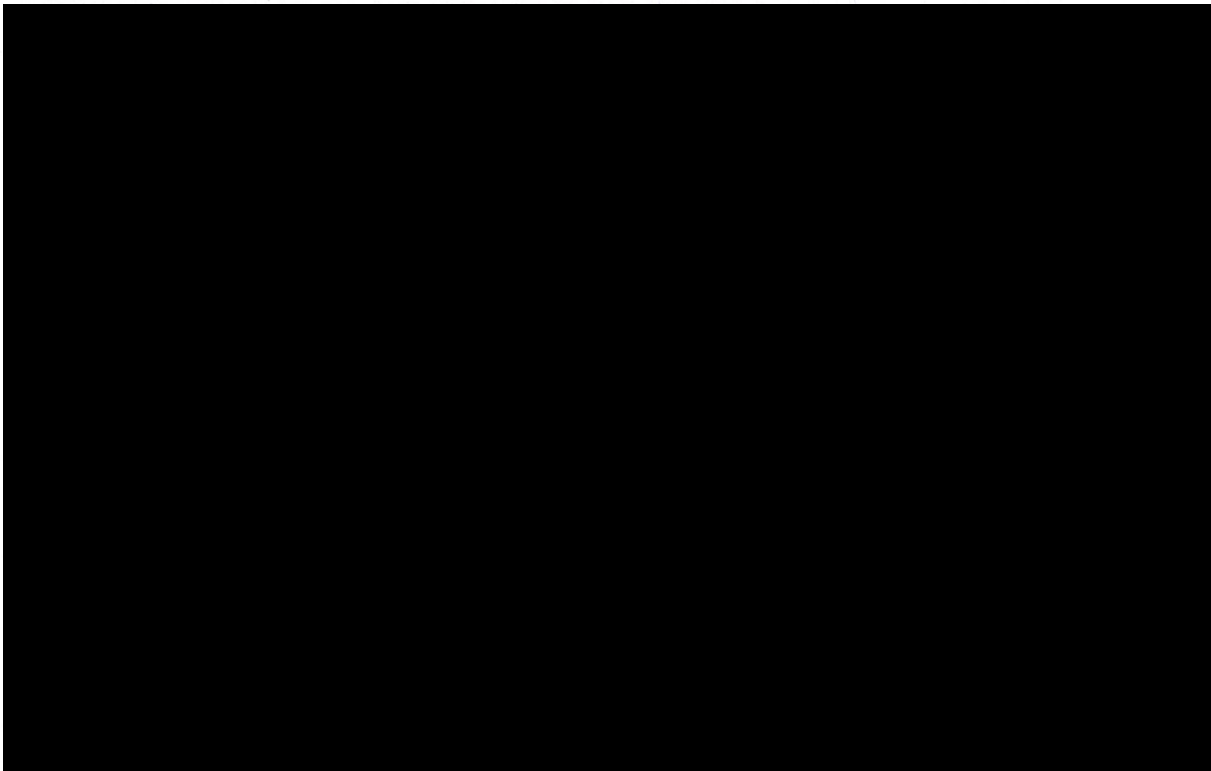
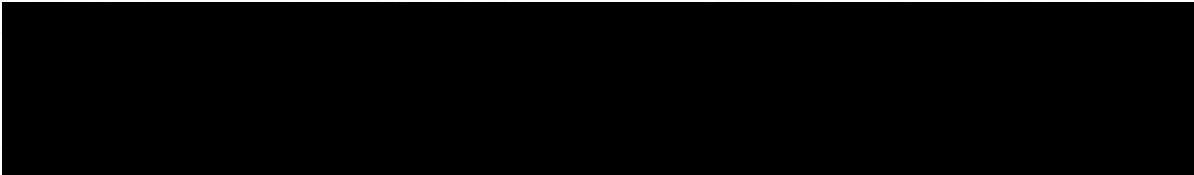
Authority means:

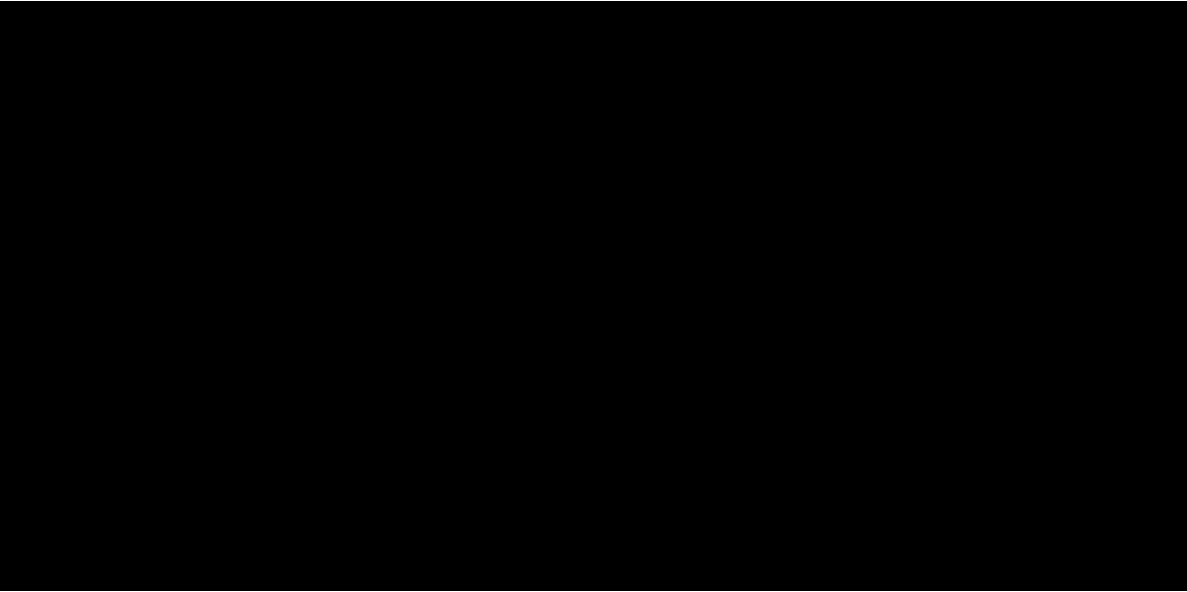
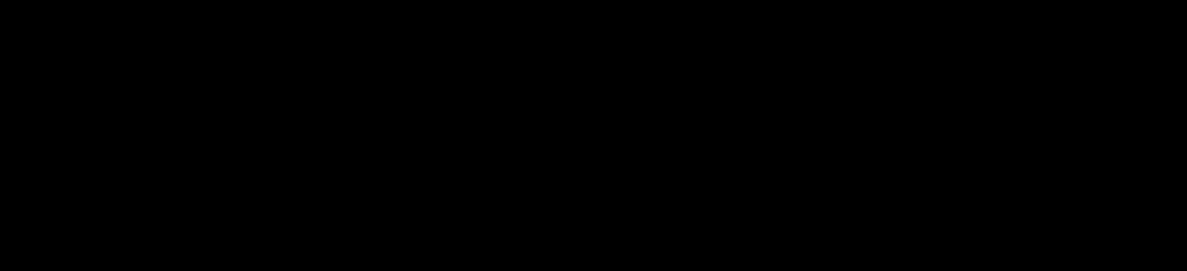
- (a) any governmental, semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality;
- (b) any other person having a right to impose a requirement, or whose consent is 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):

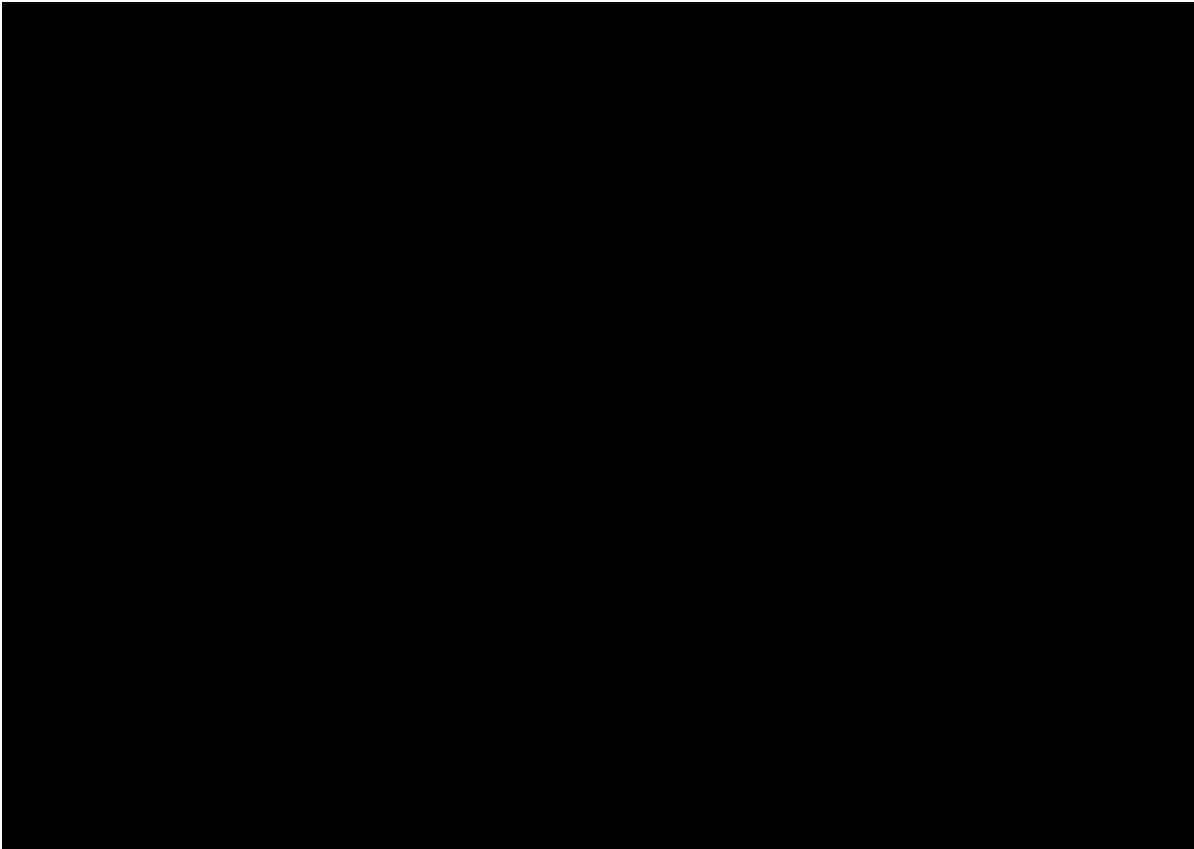
- (a) Call Option Deed (Residential); and
- (b) Call Option Deed (Non-Residential).

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.



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.

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:

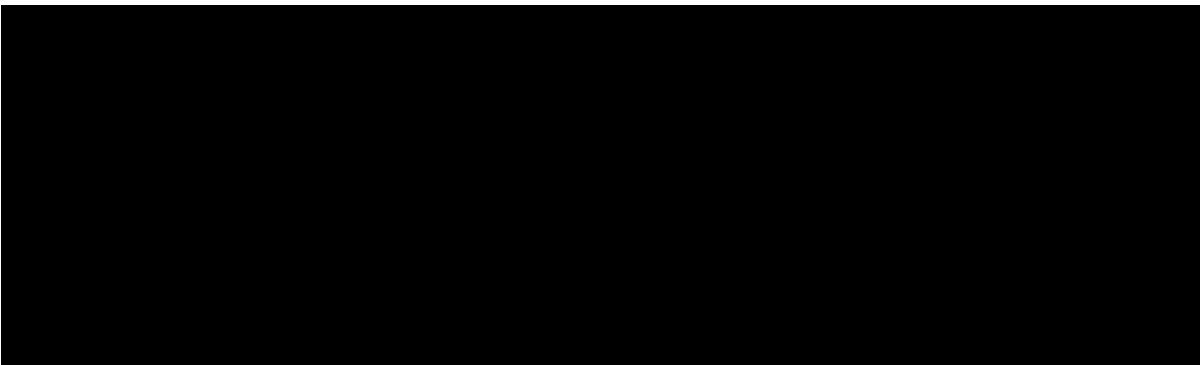
- (a) each Interface Contractor Cooperation and Integration Deed; and
- (b) the Operator Cooperation and Integration Deed.

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

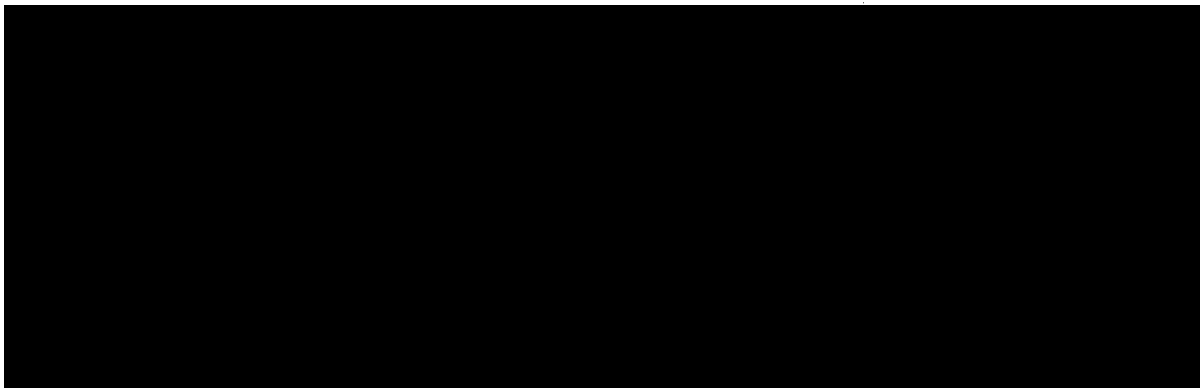
- (v) by giving written notice to the WL Developer, terminating this deed;

(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:

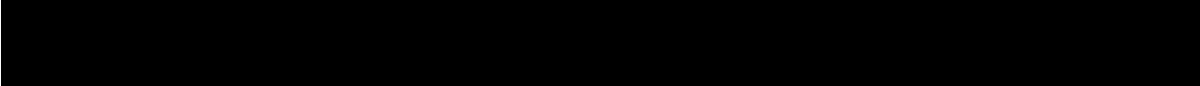
- (i) applying to the Consent Authority to modify the relevant Principal Unacceptable Consent Condition;

- (ii) appealing to the NSW Land and Environment Court; or

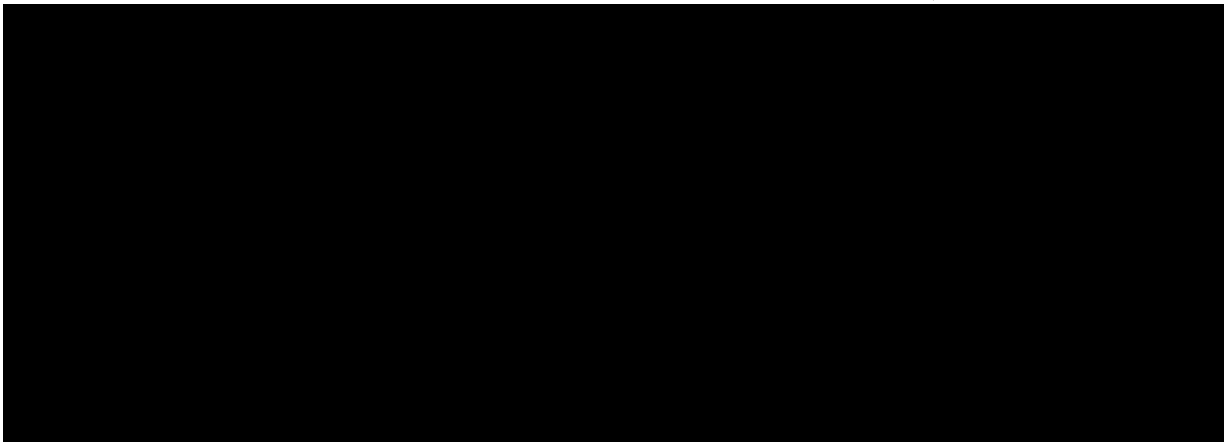
- (iii) proposing a Modification in accordance with clause 3 of Schedule A7 (*Modification Procedure*); or



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.



[REDACTED]

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.

[REDACTED]

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.

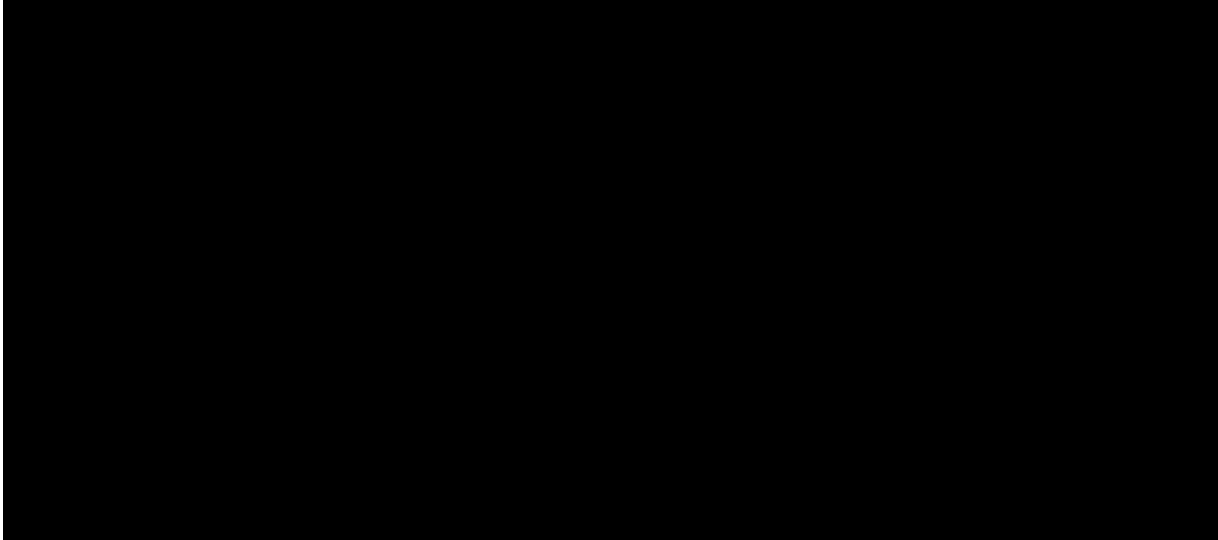
D&C Term Sheet means the term sheet set out in Schedule A37 (*D&C Term Sheet*).

[REDACTED]

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.

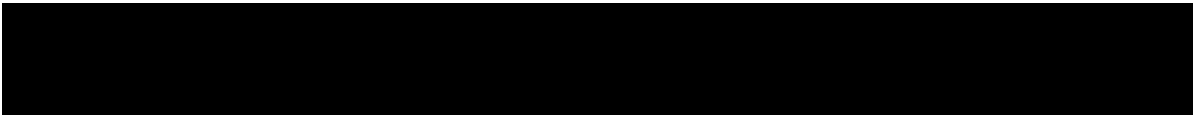


Date for Substantial Commencement means, in respect of a Separable Portion, the date set out in Item 2 of the Agreed MQD Program Dates Schedule for that Separable Portion, as extended in accordance with this deed.

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.

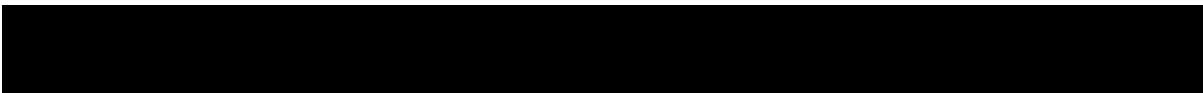
Date of Substantial Commencement has the meaning given in clause 5.3(d) (*Notice of commencement of a Separable Portion*).



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]



- (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]

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;



- (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*).

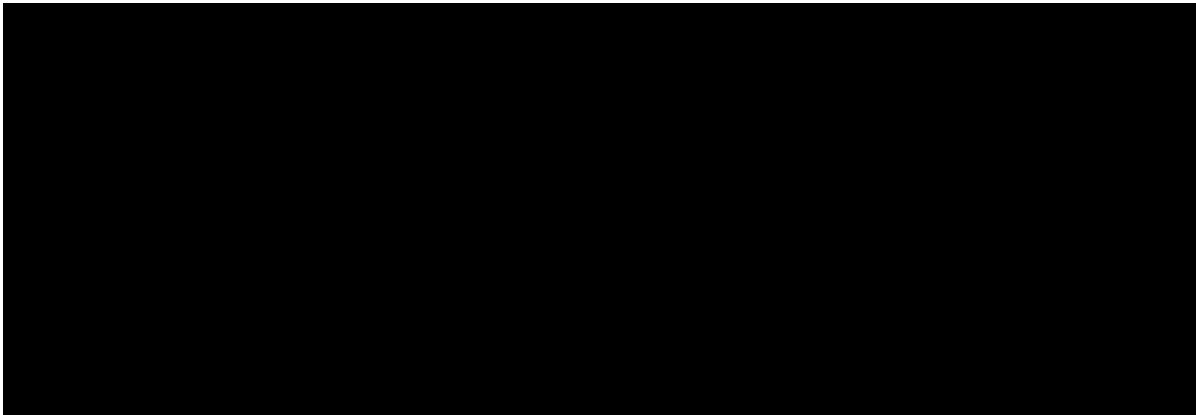
Draft Subdivision Plan has the meaning given in the Station Delivery Deed.

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

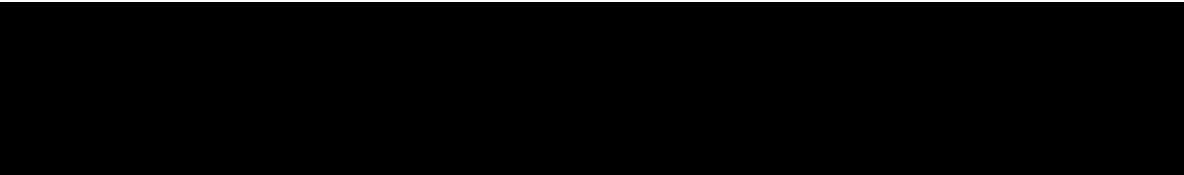
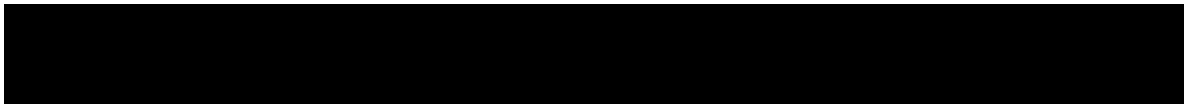
Duties Act means the *Duties Act 1997* (NSW).

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*).



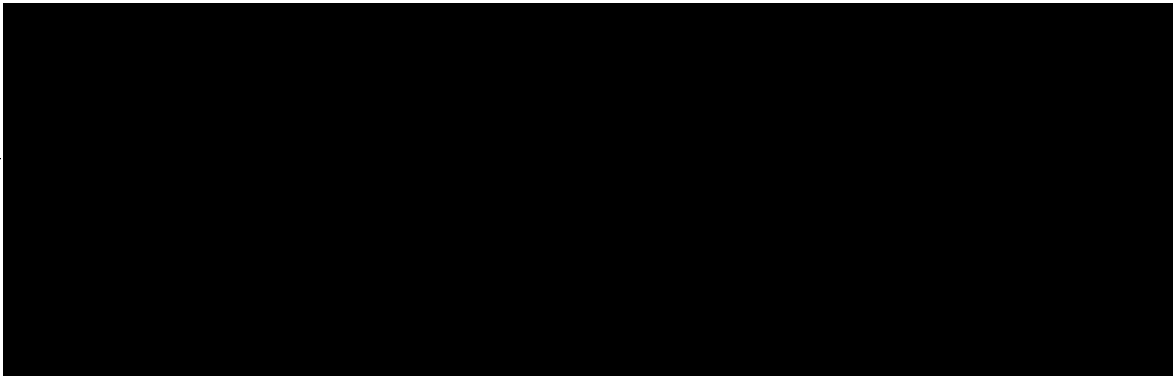
Final Plans and Specifications has the meaning given in clause 4.7 (*Design Documentation for construction*).

Final Stage Design Documentation means the stage in the development of the Design Documentation at which the Design Documentation [redacted] 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.

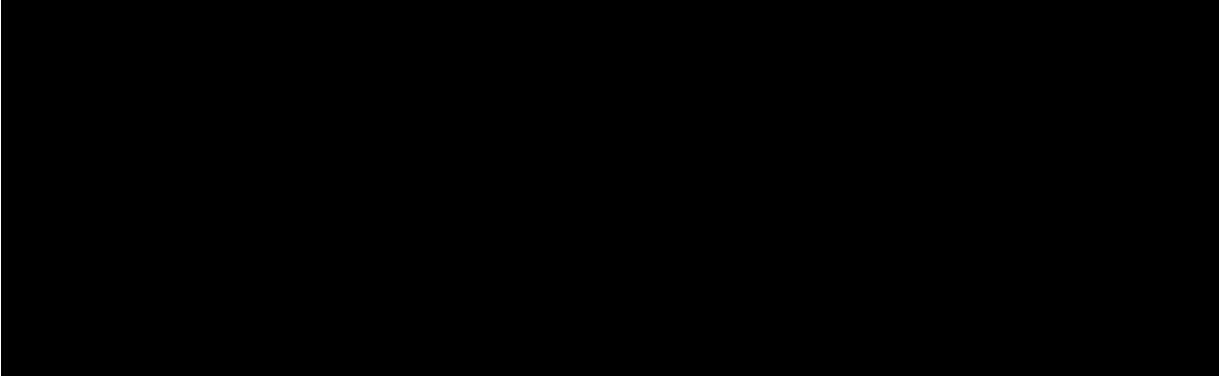
ISD Subdivision Documents means the Subdivision Requirements, the Subdivision Principles, the Draft Subsequent Section 88B Instrument, the Draft Stratum Subdivision Plan, the Draft Subdivision Plan, the Principal Project Requirements, Schedule D12 (*Subdivision Requirements*) of the Station Delivery 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.

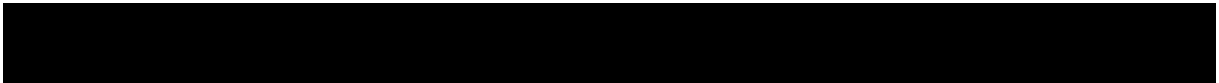
Key Plant and Equipment Manufacturing Country means those countries referred to in Item 18 of the Reference Schedule, being the principal countries where the WL Developer or its Associates is manufacturing the Key Plant and Equipment.

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

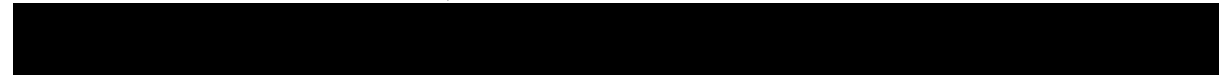
LAHC Deed Poll has the meaning given in Schedule A32 (*Social Housing*).



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

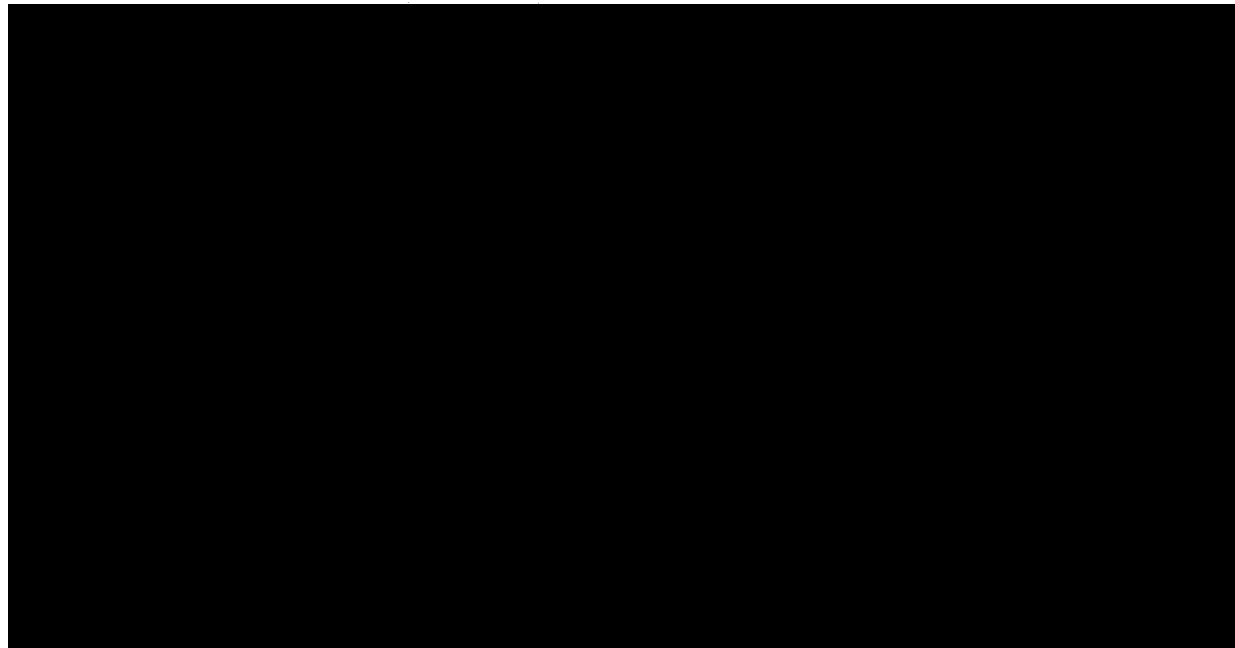


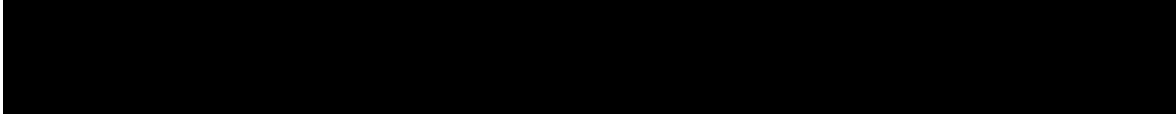
Last Date of Completion means the Date of Completion of the last Separable Portion to achieve Completion.



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).

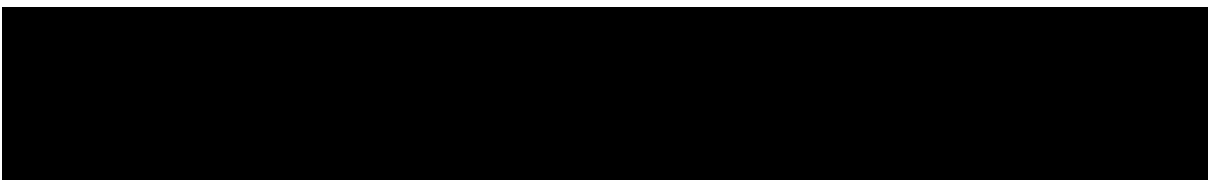




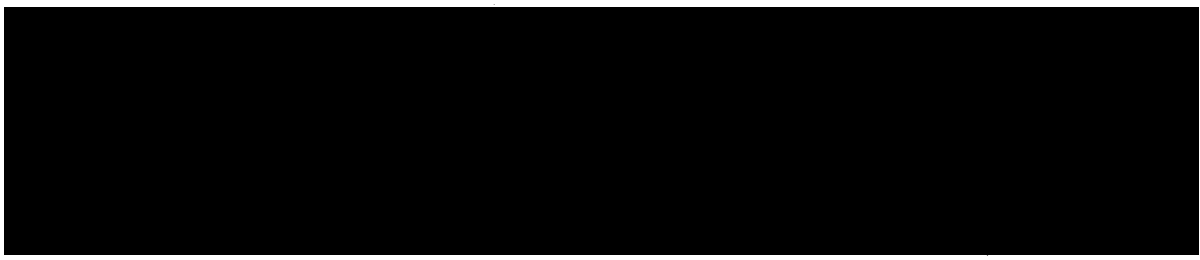
Liability includes any liability of any kind whether for debt, cost (including legal costs, deductibles or increased premiums), expense, loss, damage, compensation or charge and includes any claim relating to Delay Costs, for payment of money, for an extension of time, or for a reduction of the WL Developer's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

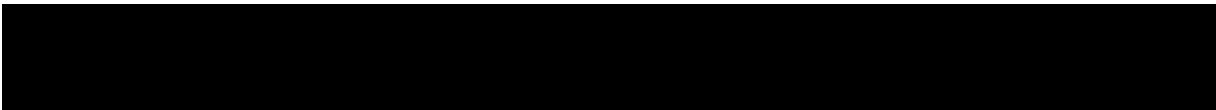


Master Interface Protocols Deed Poll has the meaning given in the Station Delivery Deed.

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.



[REDACTED]

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 [REDACTED]

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

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.

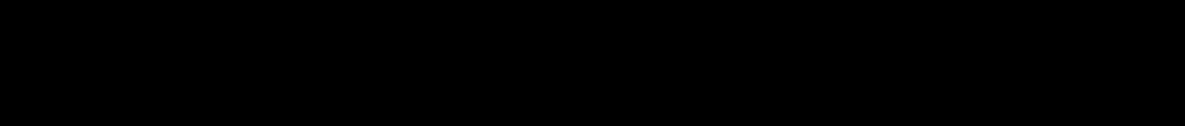
Non-Project Party Liability means a liability or claim:

- (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.



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



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)*).

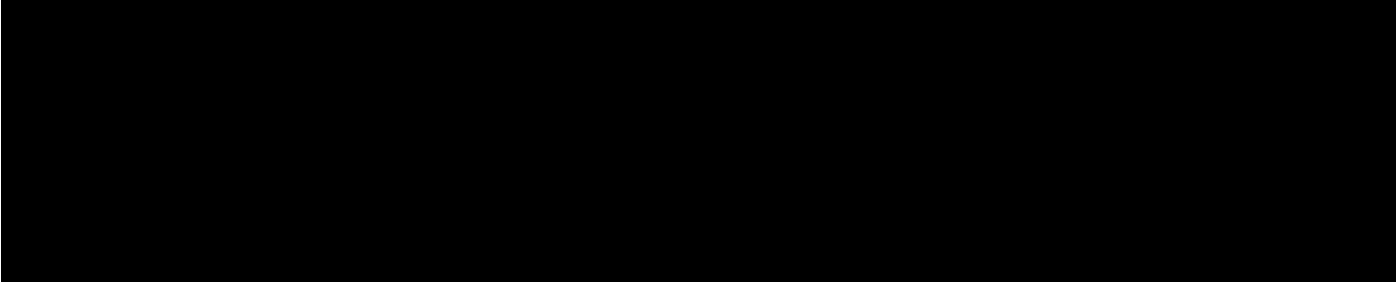
Pollution has the meaning given in the *Protection of the Environment Operations Act 1997* (NSW).

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).

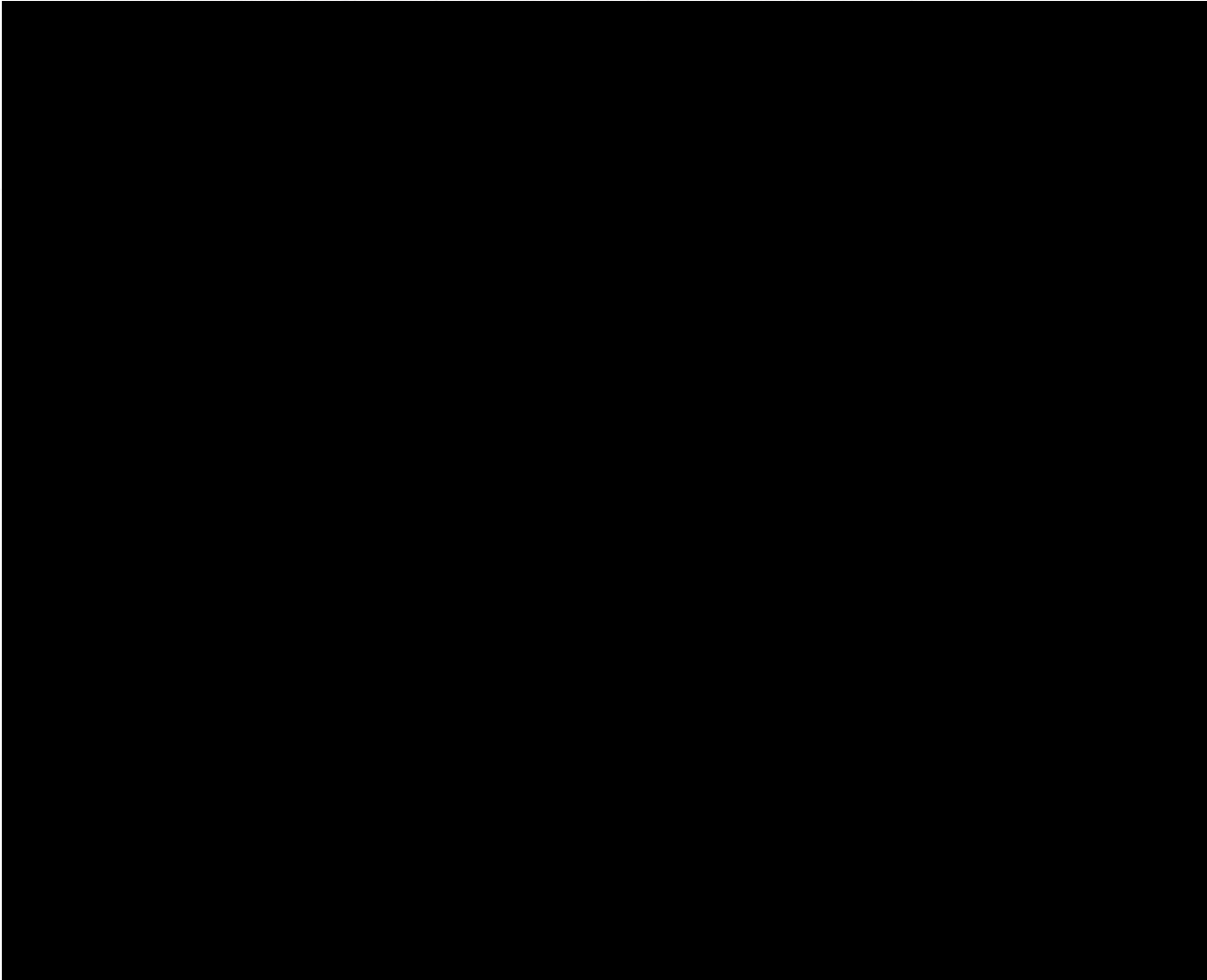
Primary Plaza has the meaning given in the SWTC.

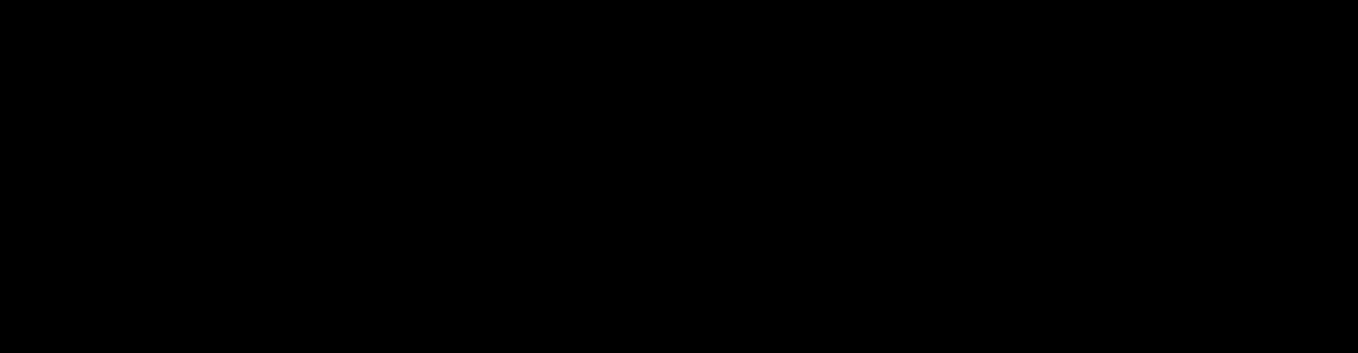
Principal Approvals means the Original Concept SSD Consent and the CSSI Approval, but excludes the WL Developer Approvals.



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 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.

Proposed Scheme Change

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.

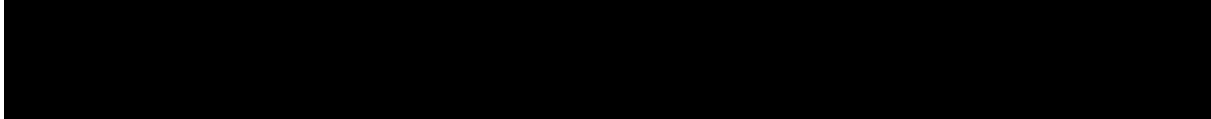
Record has the meaning given in clause 15.1(a) (*Records*).

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).

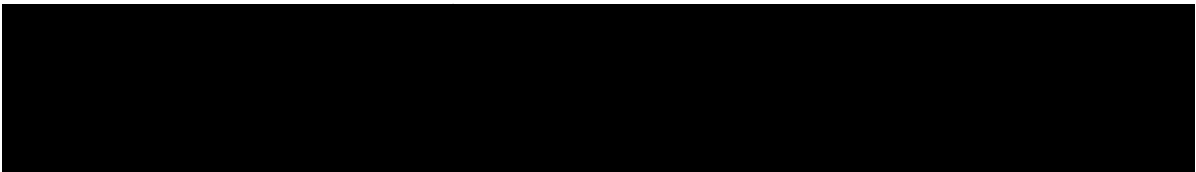


Relevant Plans and Specifications means, in respect of a Separable Portion, at any relevant time:

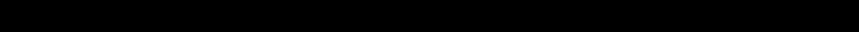
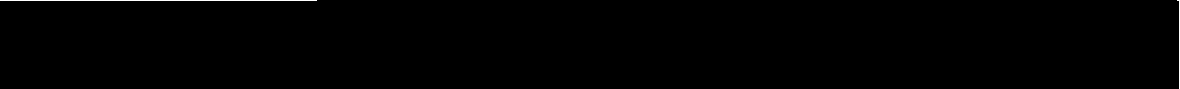
- (a) the Final Plans and Specifications for that Separable Portion;
- (b) if the Final Plans and Specifications for that Separable Portion are yet to be finalised pursuant to clause 2 of Schedule A9 (*Design Development Procedure*), the latest Interim Stage Design Documentation for that Separable Portion 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 an 

- (e) if the Final Plans and Specifications, 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*), 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);



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.

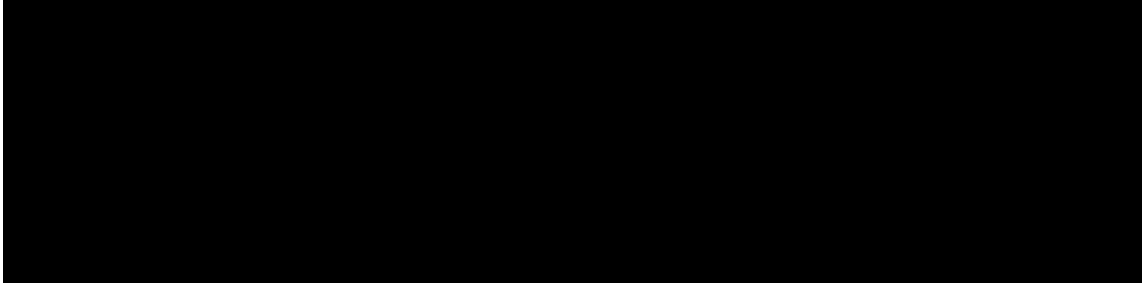
Required Rating means 


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

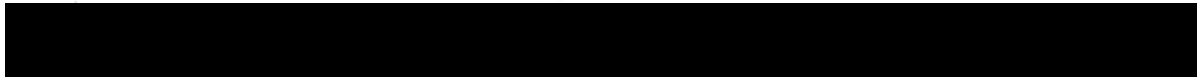
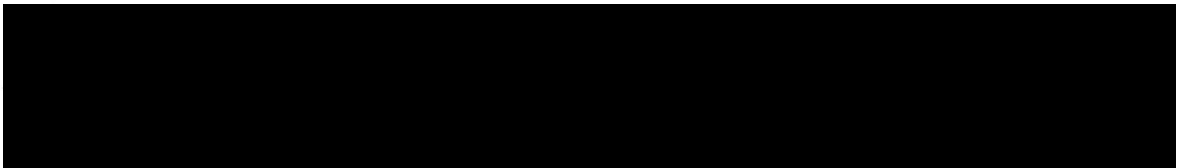
Residential MQD Works Requirements means the requirements set out in Schedule A27 (*Residential MQD Works Requirements*).

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:



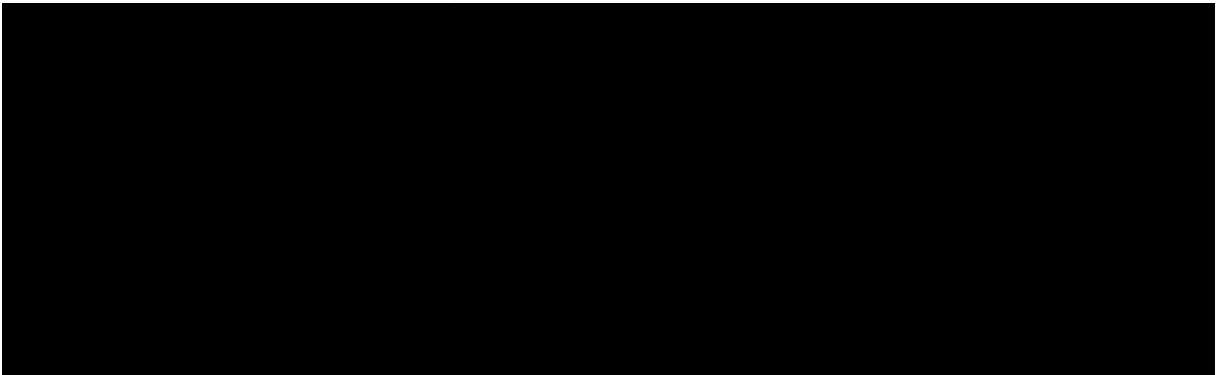
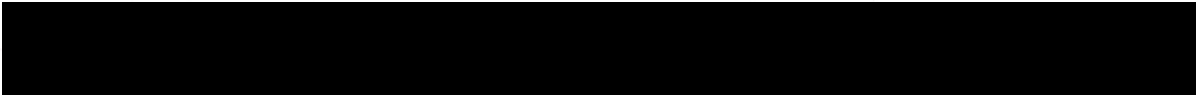
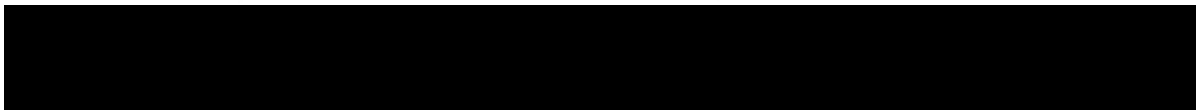
Residential (WL Developer) Stratum Lot means each of:






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.





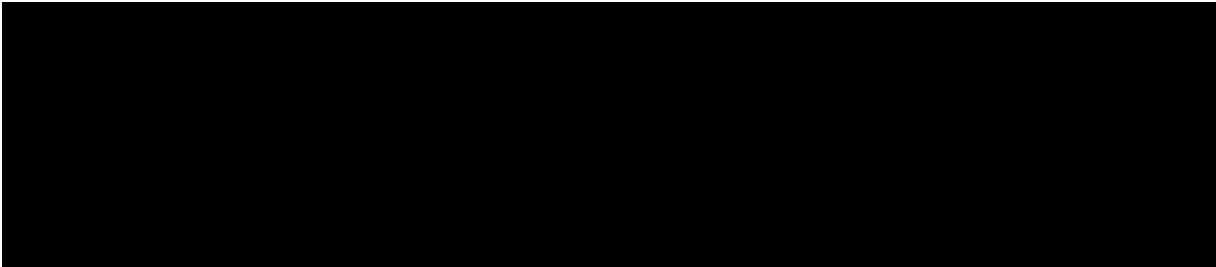
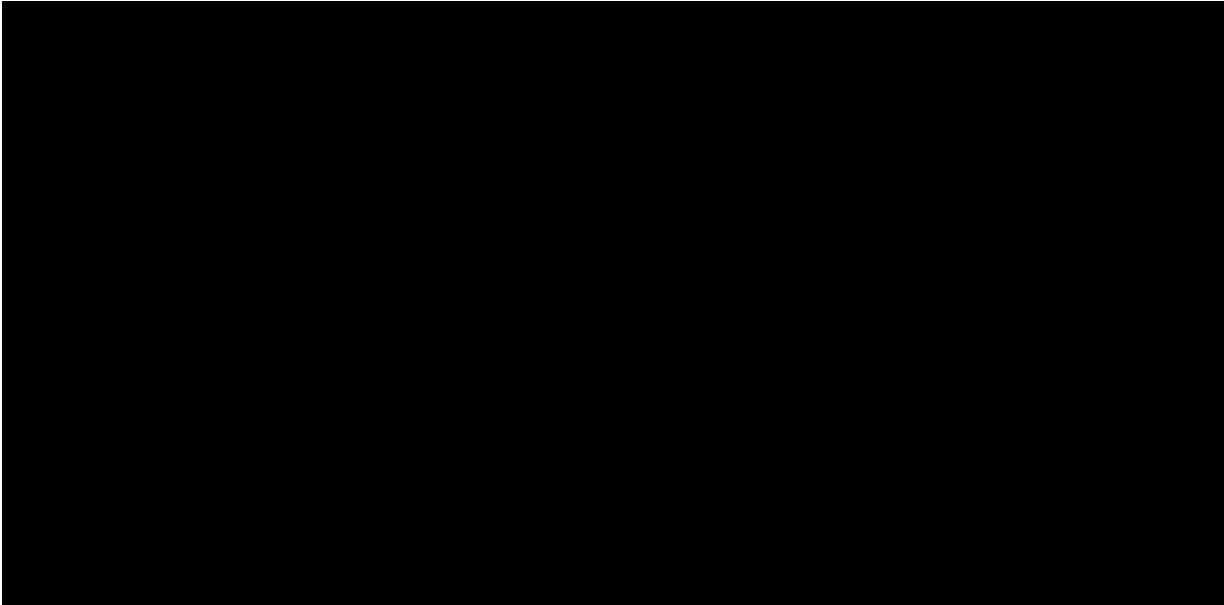
Revenue NSW means the division of that name within the New South Wales Department of Finance, Services and Innovation.

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.



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)~~(g) Separable Portion 8

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

Separable Portion 1 [REDACTED] 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]

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.

[REDACTED]

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

State Indemnified Party means:

(a) the Principal;

[REDACTED]

[REDACTED]

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

Station Date of Completion has the meaning given to the term "Date of Completion" in respect of 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.

[REDACTED]

[REDACTED]

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.

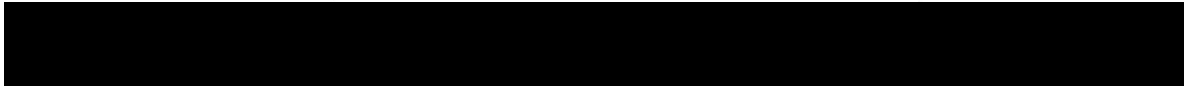
Subdivide and **Subdivision** have the meaning given in the Station Delivery Deed.

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

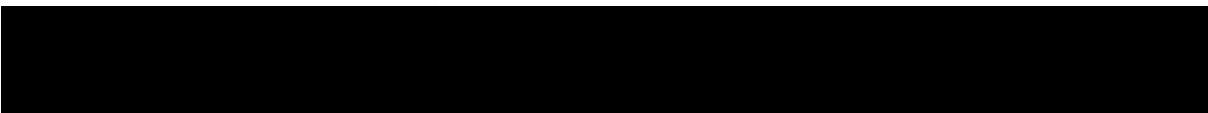
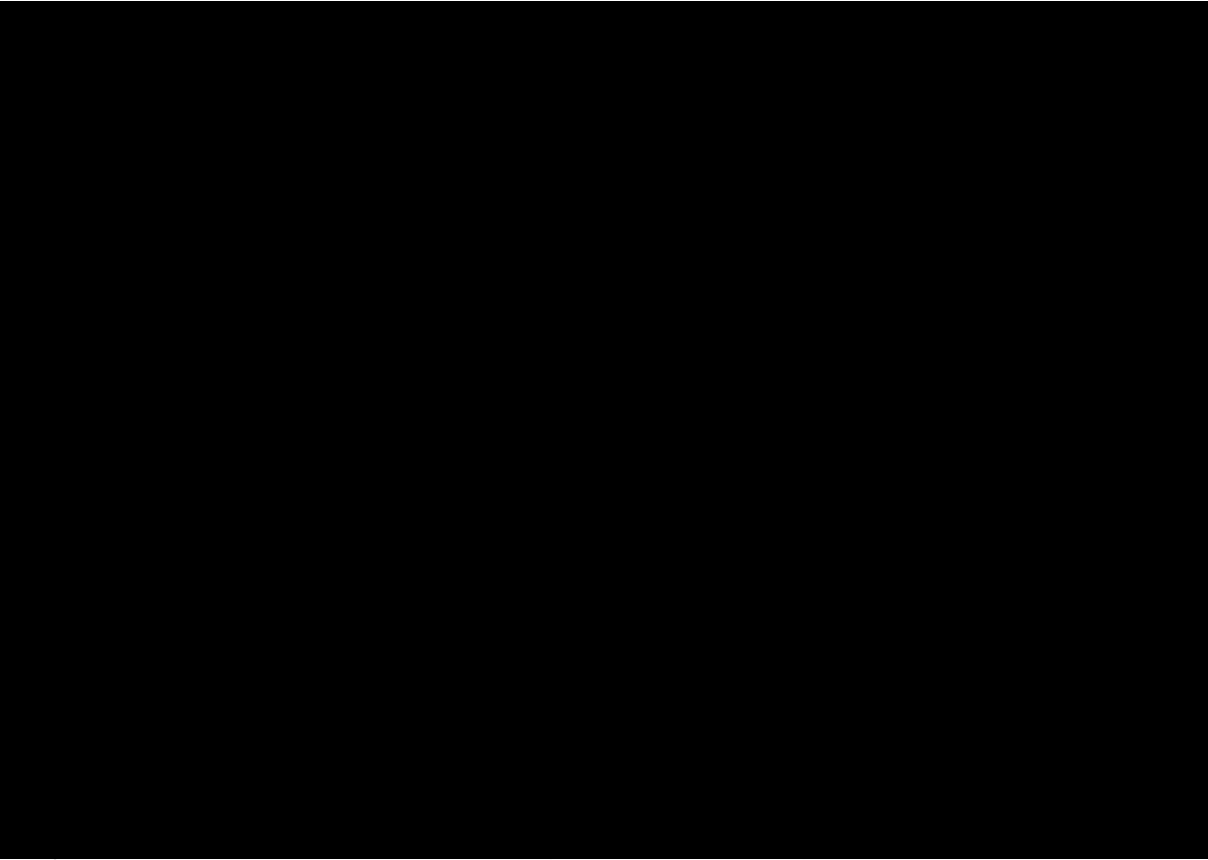
Subdivision Principles means the principles set out in Schedule D9 (*Subdivision Principles*).

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.

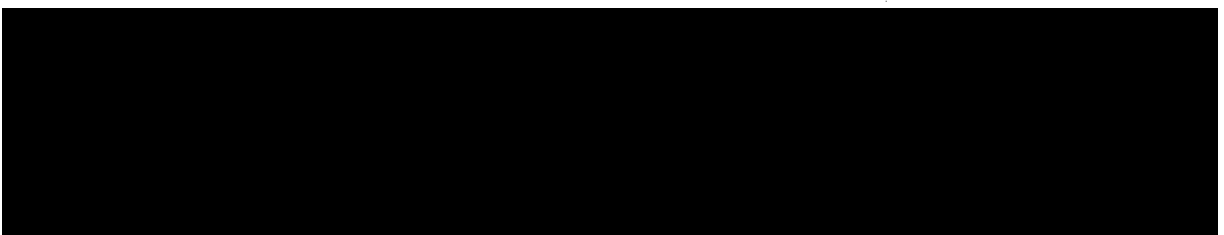
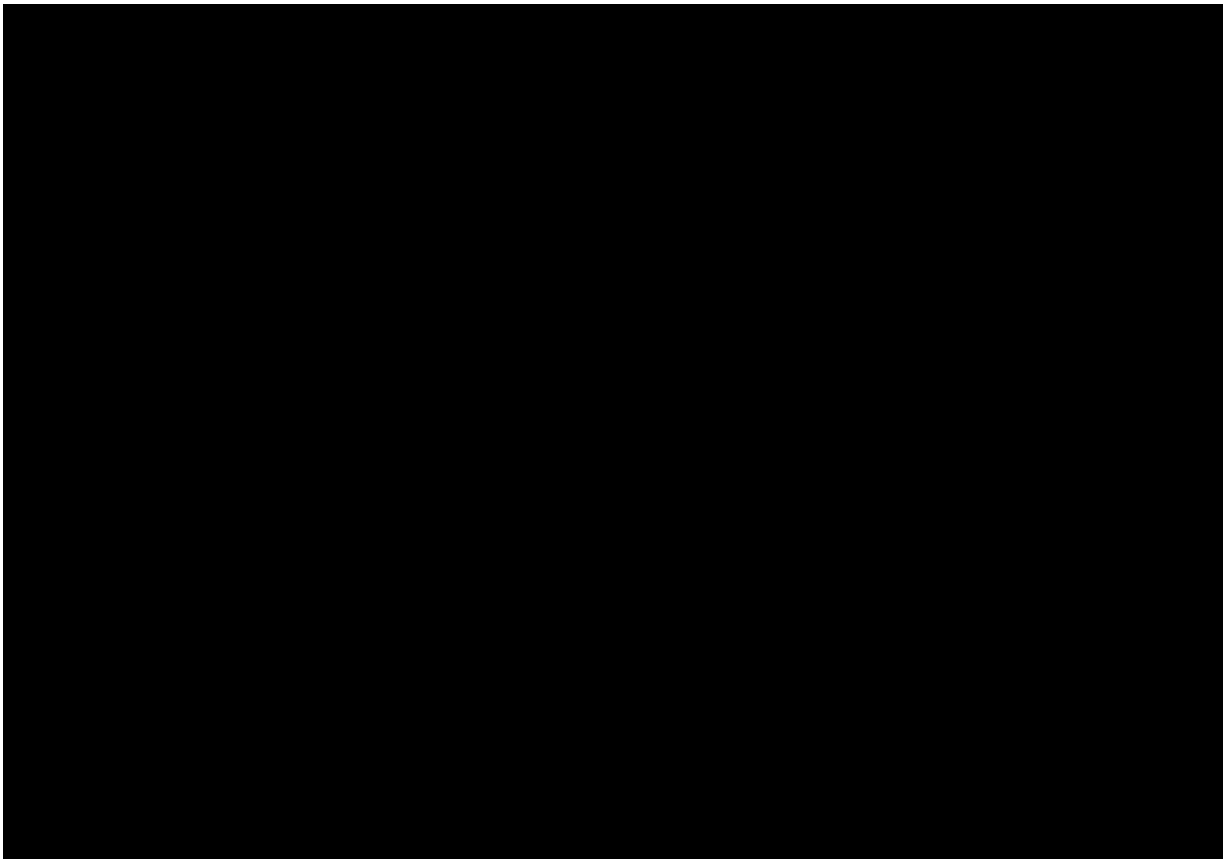
TSOM Works means all things, works and materials (including all systems and software incorporated in, or necessary to enable their operation) that the TSOM Contractor must, in accordance with the TSOM Contract, design, construct, manufacture, install, test and commission for the purposes of completing 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.



[REDACTED]

Variation Deed No.1 means the deed titled "Deed of Variation No.1 – Metro Quarter Development Project Delivery Agreement" entered into between the Principal and the WL Developer on 30 April 2021.

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).

[REDACTED]

[REDACTED]

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]

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*).

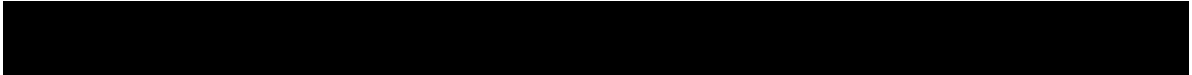
WL Developer Trust means the trust established by the Trust Deed.

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;
- ~~(q)~~(r) Variation Deed No.1; and
- ~~(r)~~(s) 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.



Schedule 2 Schedule A4

SCHEDULE A4. – AGREED MQD PROGRAM DATES SCHEDULE

(Schedule A2)

Item	Defined key date	Date
1.		
2.	Date for Substantial Commencement	
3.	Date for Completion	
4.	Date for Detailed SSD Application Lodgement	
5.	Sunset Date	

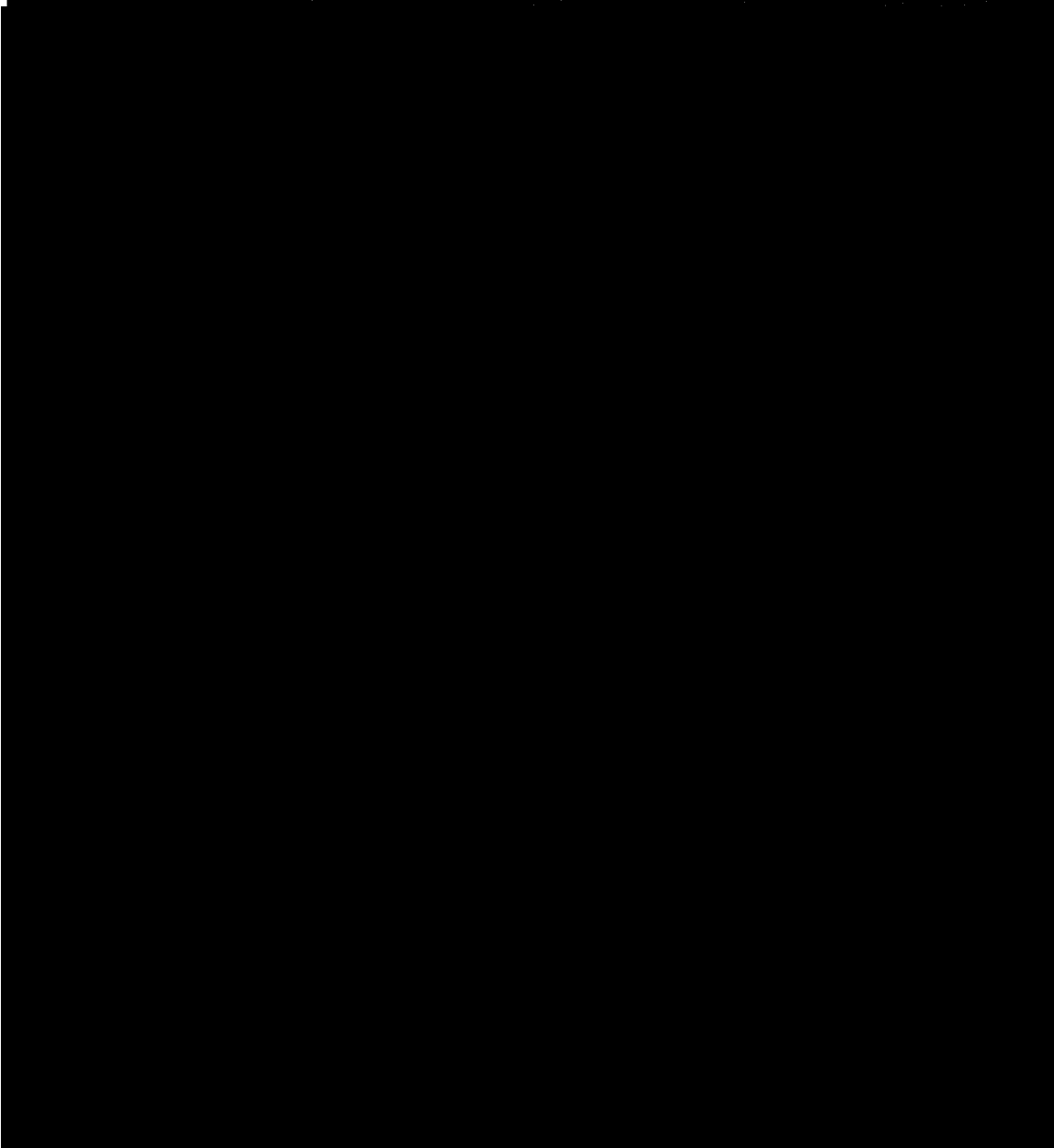
Item	Defined key date	Date
6.	[Redacted]	[Redacted]
7.	[Redacted]	[Redacted]
8.	Not Used	[Redacted]
9.	Not Used	[Redacted]
10.	[Redacted]	[Redacted]
11.	[Redacted]	[Redacted]
12.	[Redacted]	[Redacted]
13.	[Redacted]	[Redacted]
14.	[Redacted]	[Redacted]
15.	[Redacted]	[Redacted]

Schedule 3 Schedule A15

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:

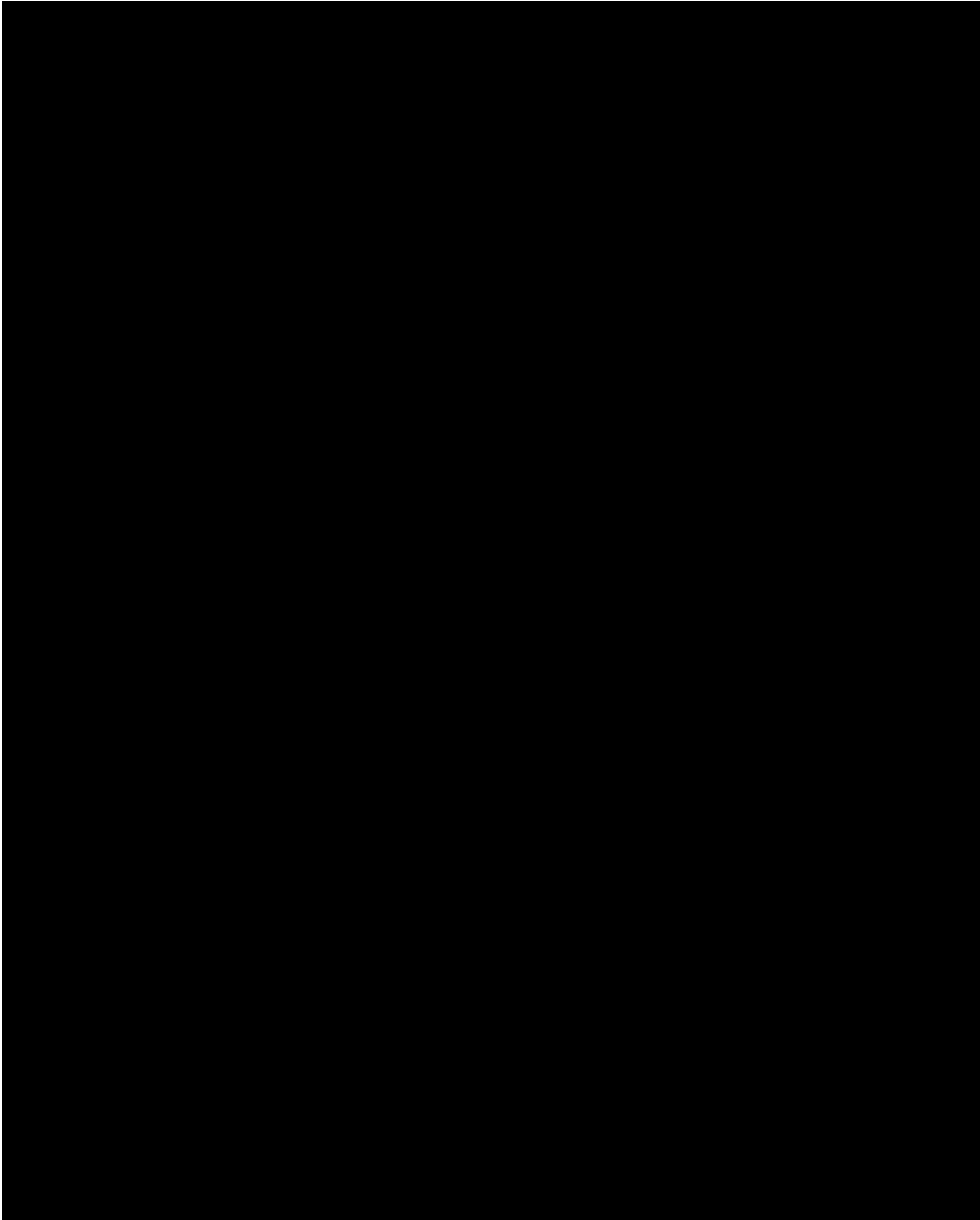
"A" Certification	"B" Rating to be achieved	"C" Part of MQD to which the rating applies	"D" When certificates are to be provided
			

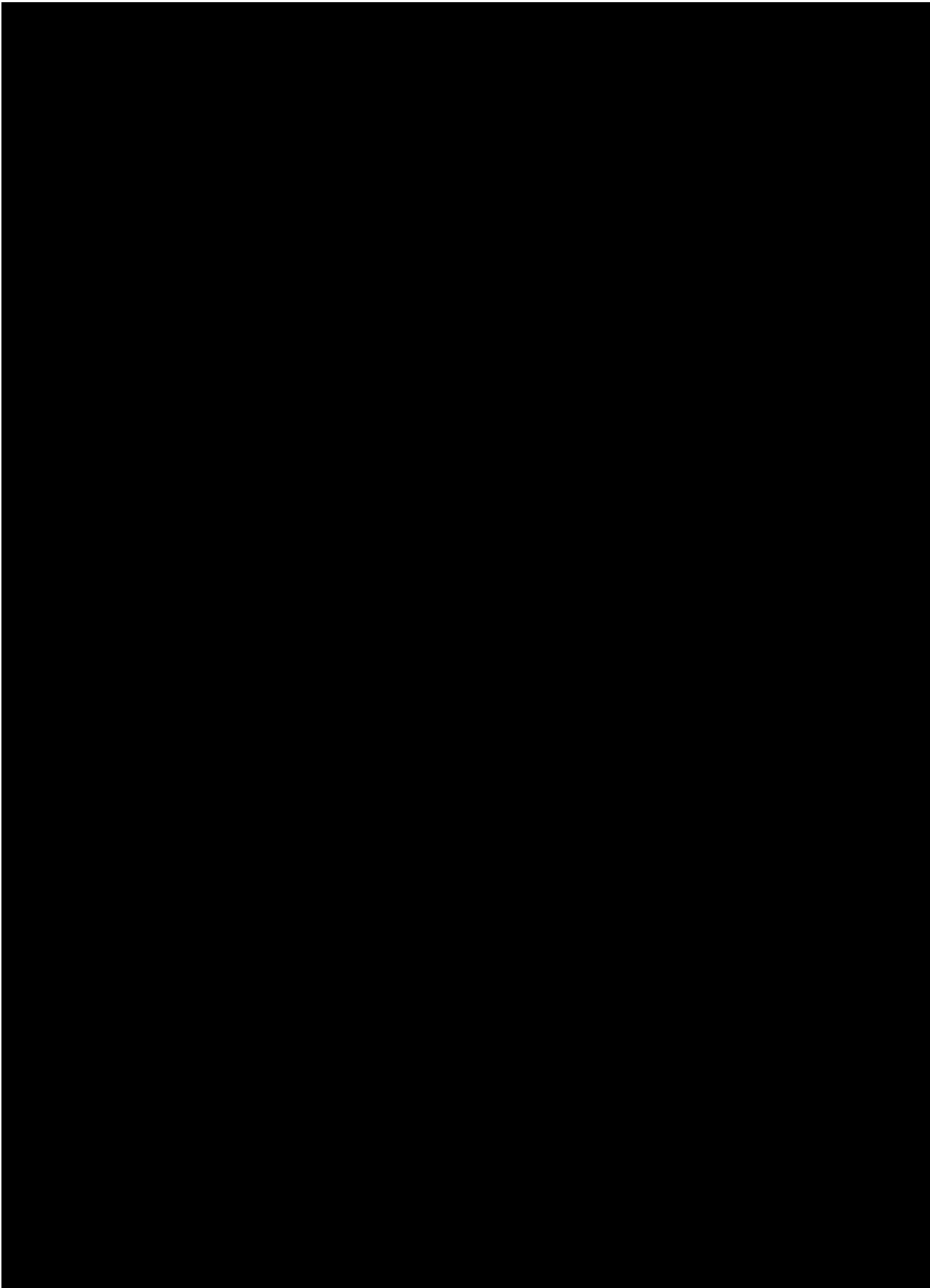
"A" Certification	"B" Rating to be achieved	"C" Part of MQD to which the rating applies	"D" When certificates are to be provided

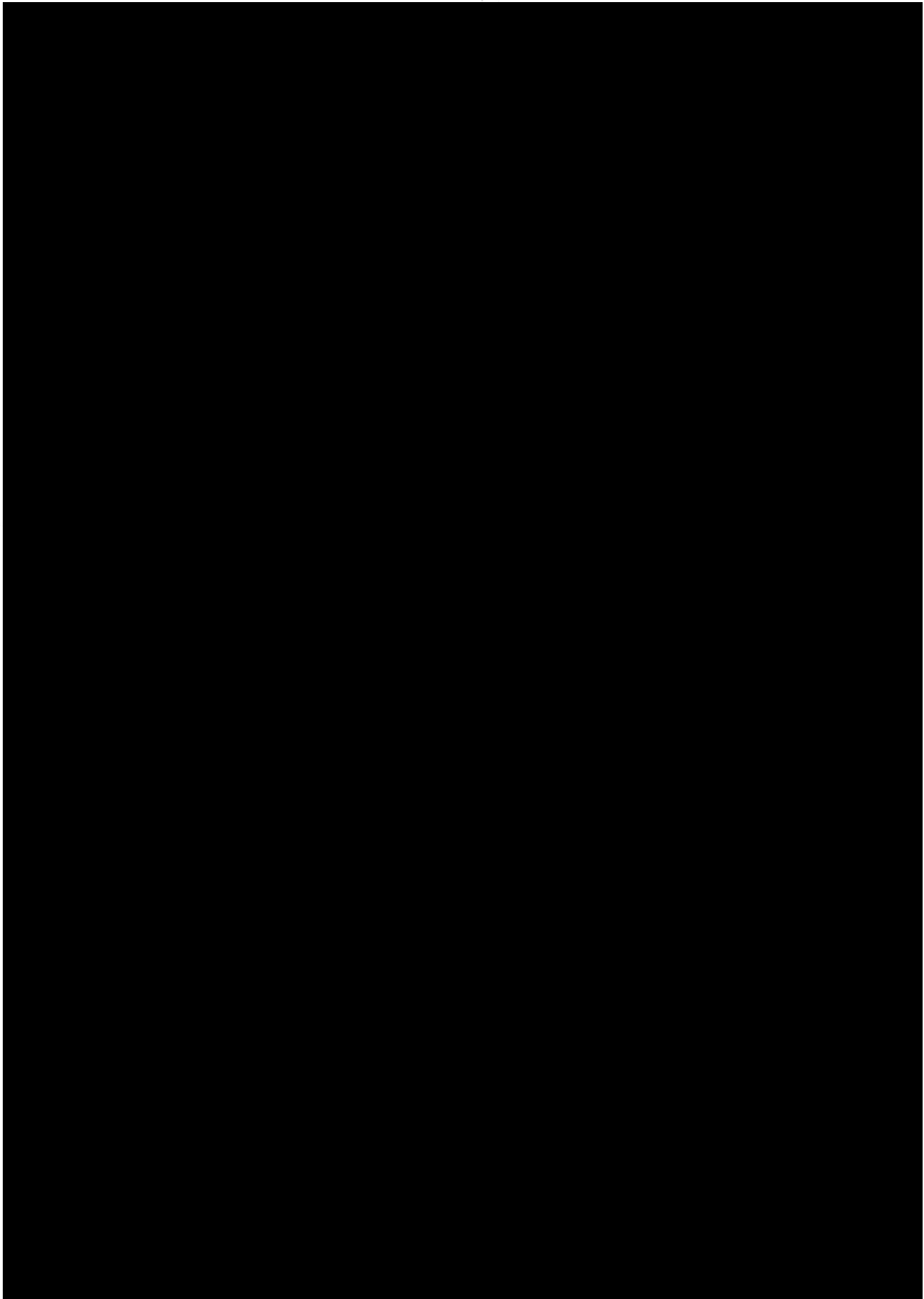
Schedule 4 Schedule A29

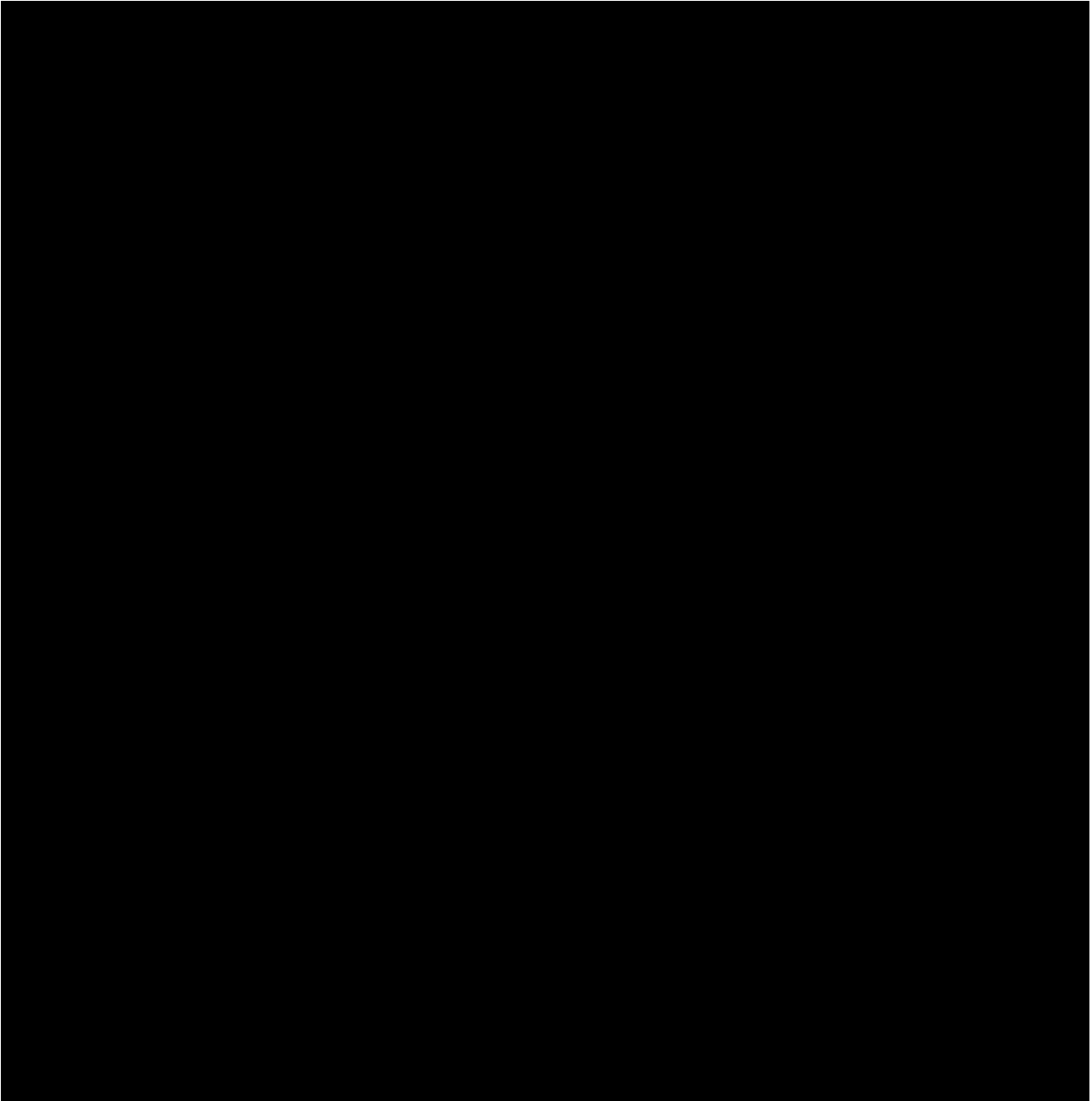
SCHEDULE A29. – MQD WORKS SCHEDULE

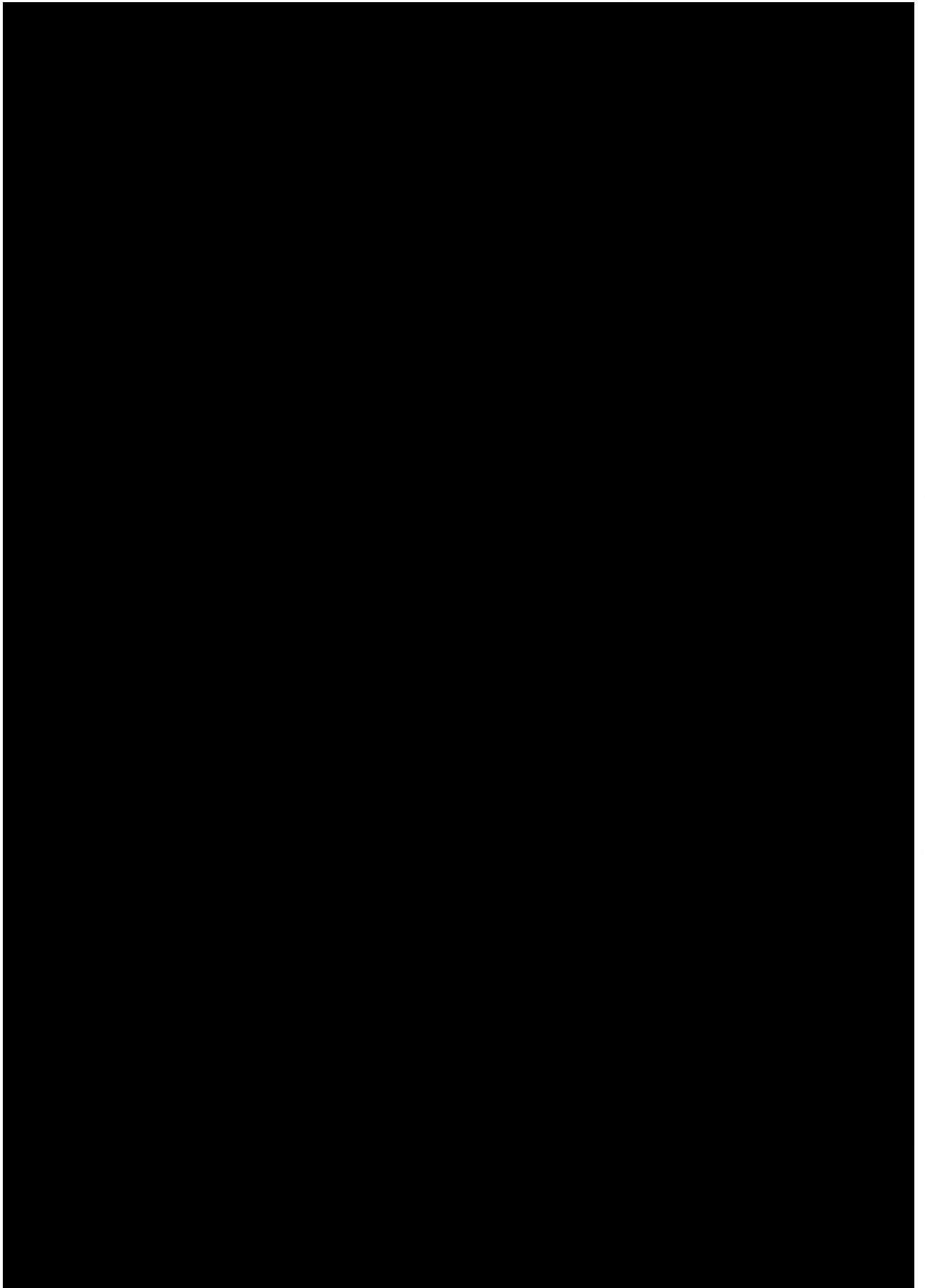
(Schedule A2)

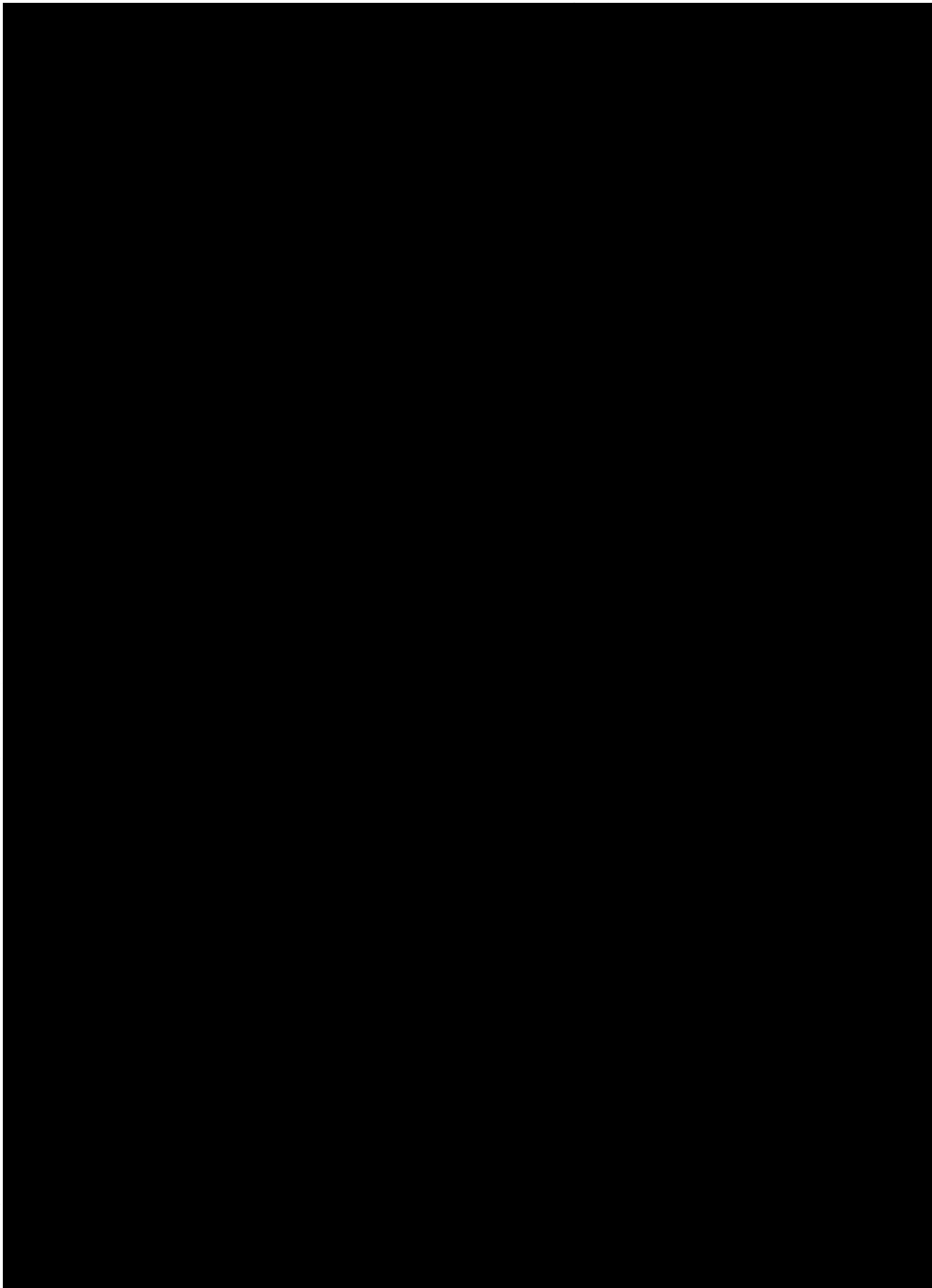


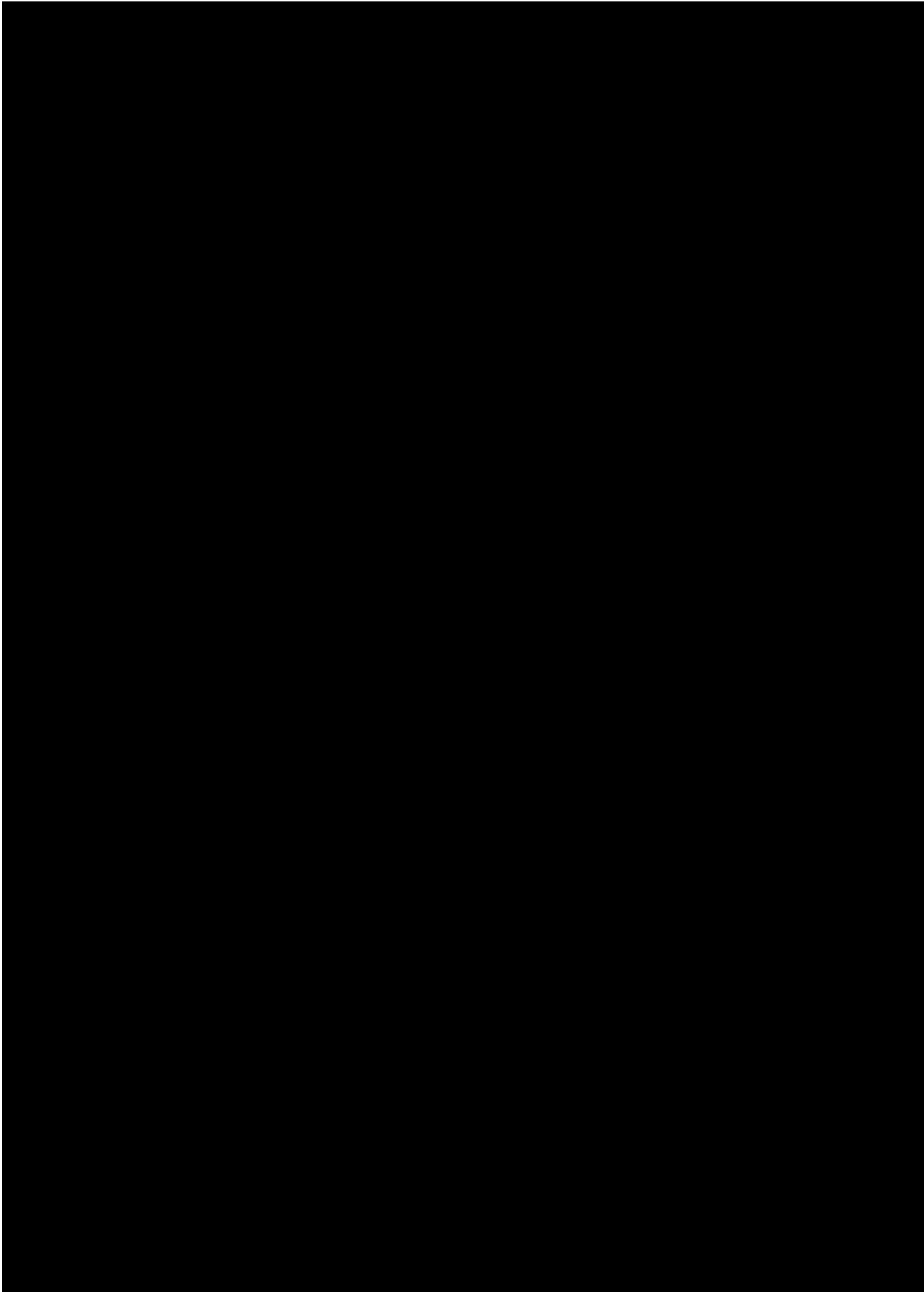


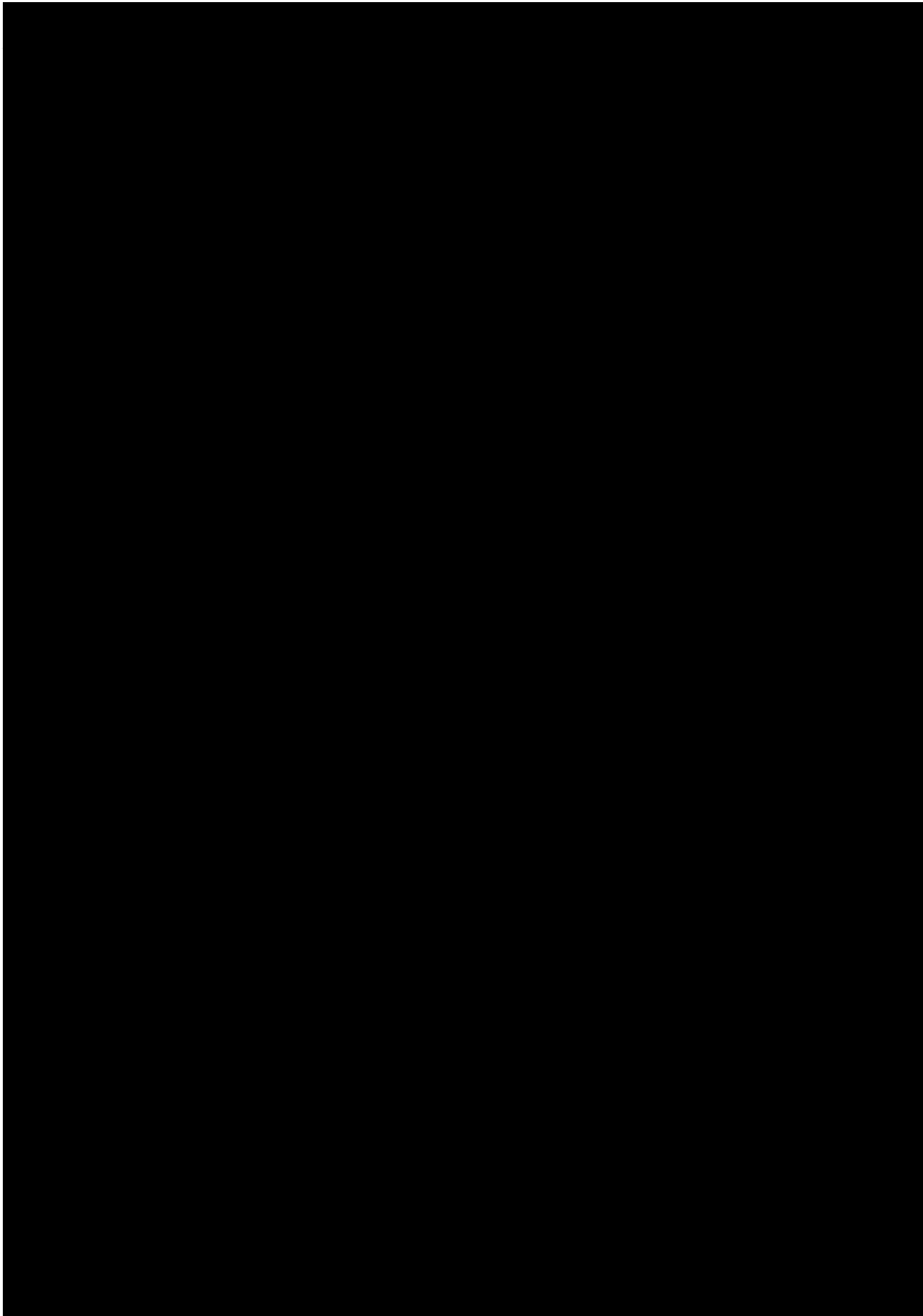


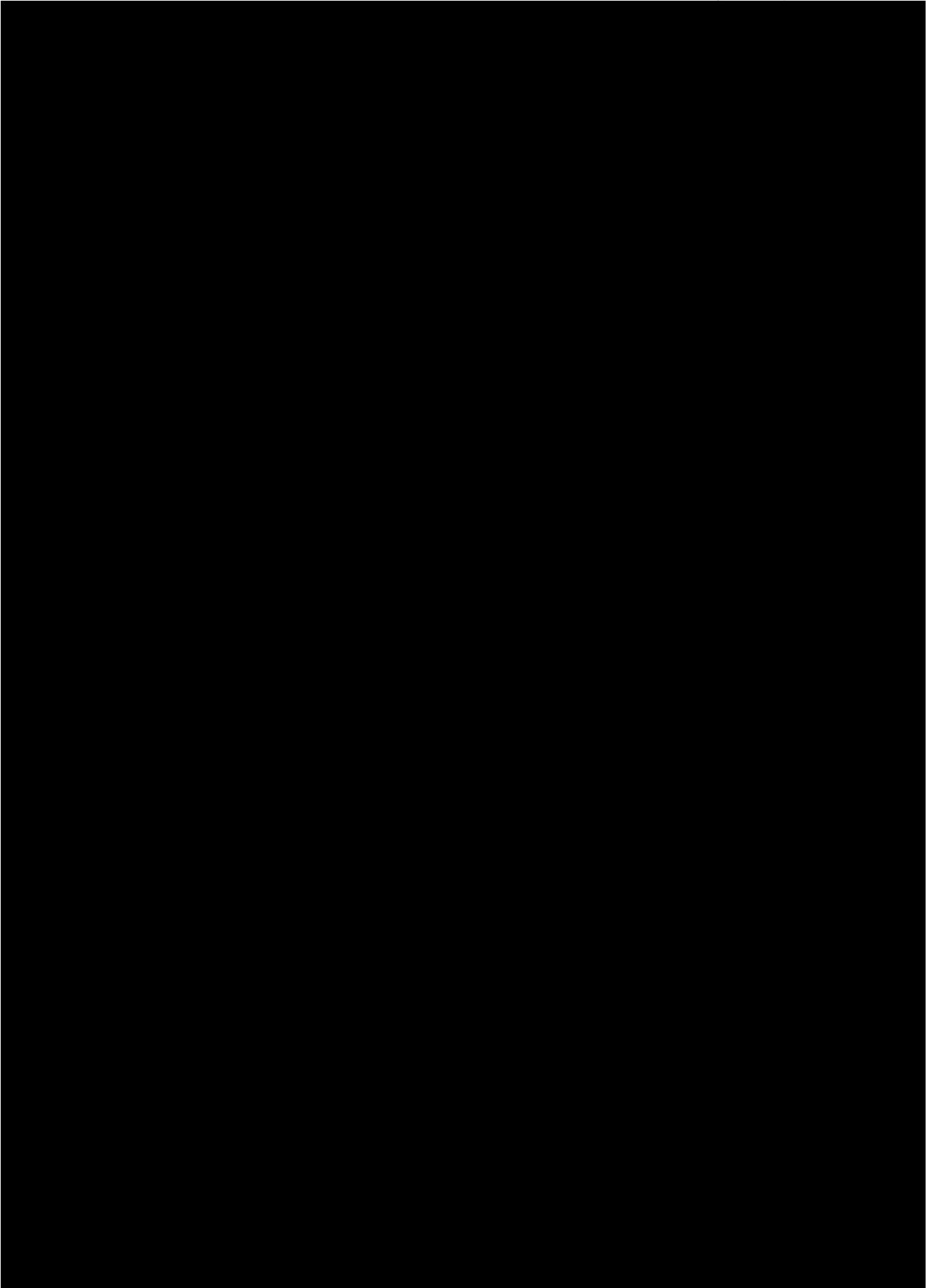


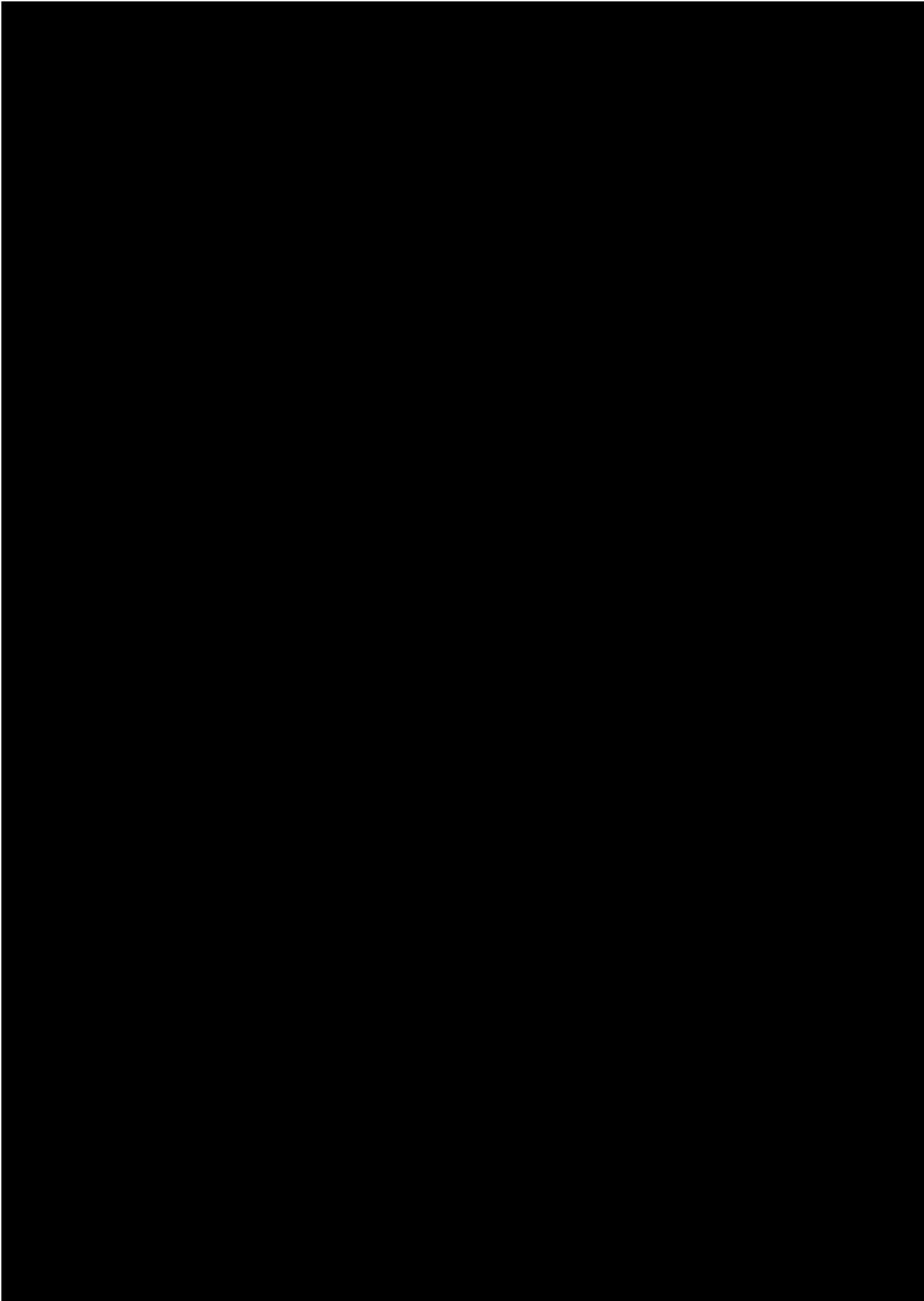


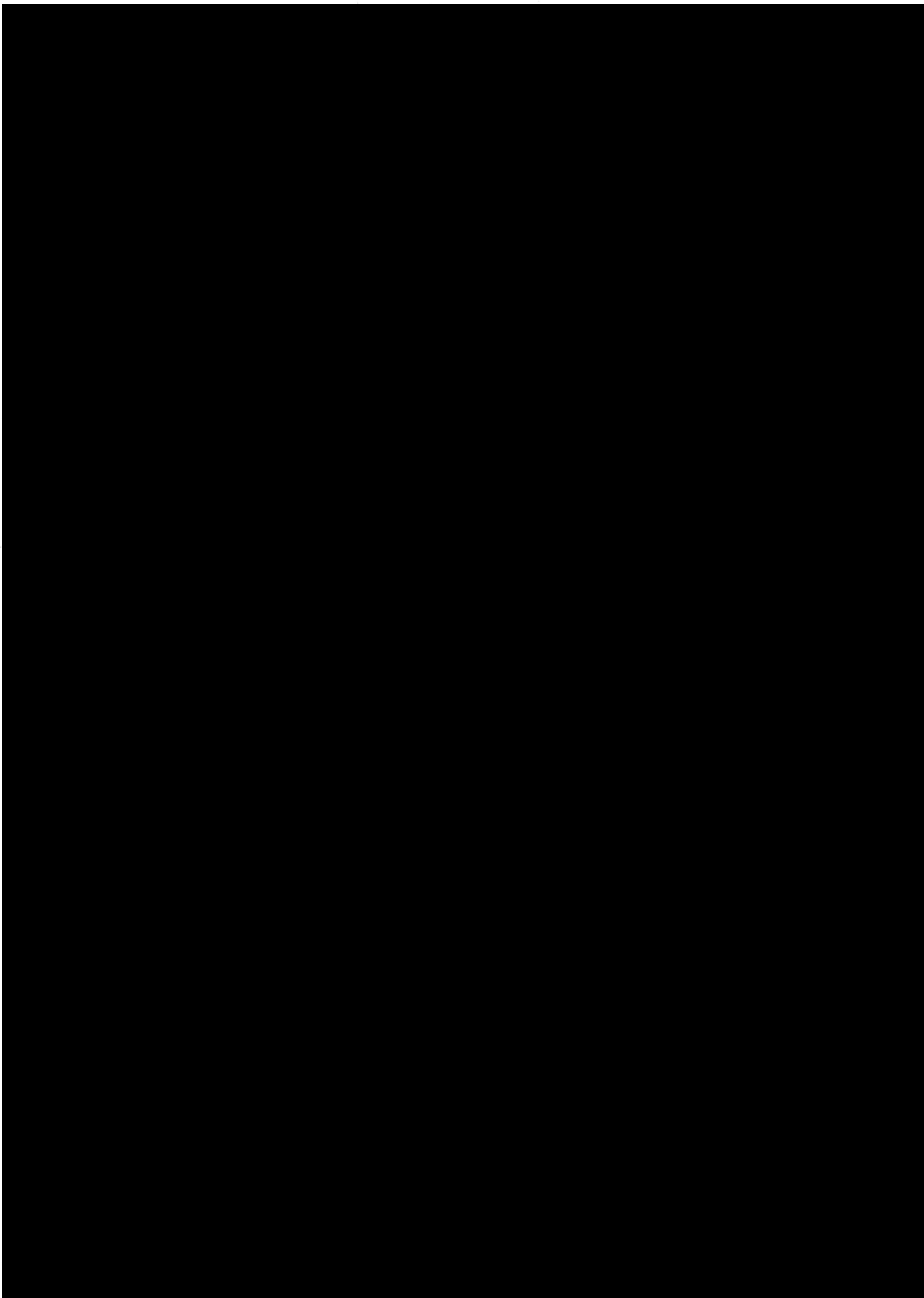


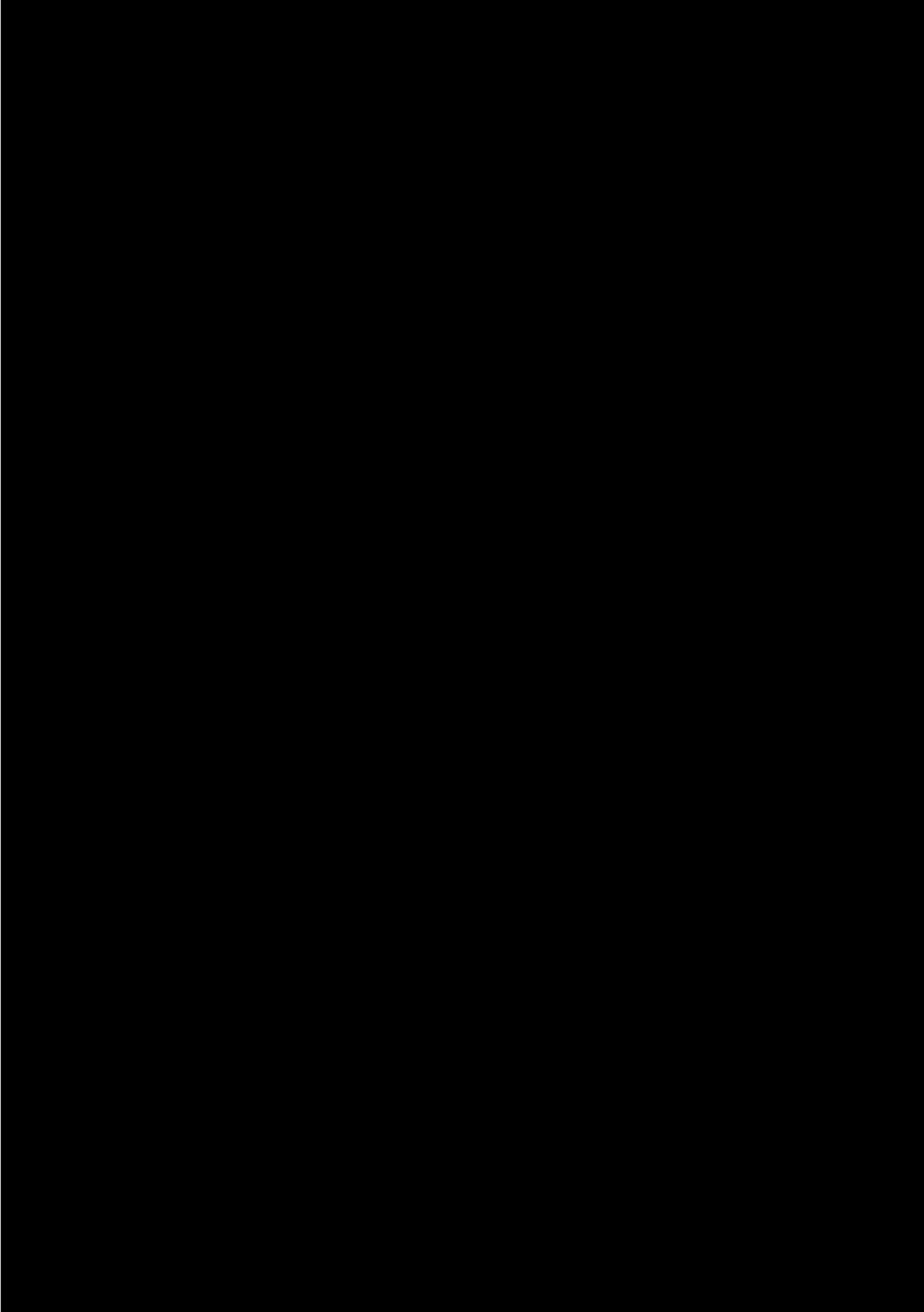






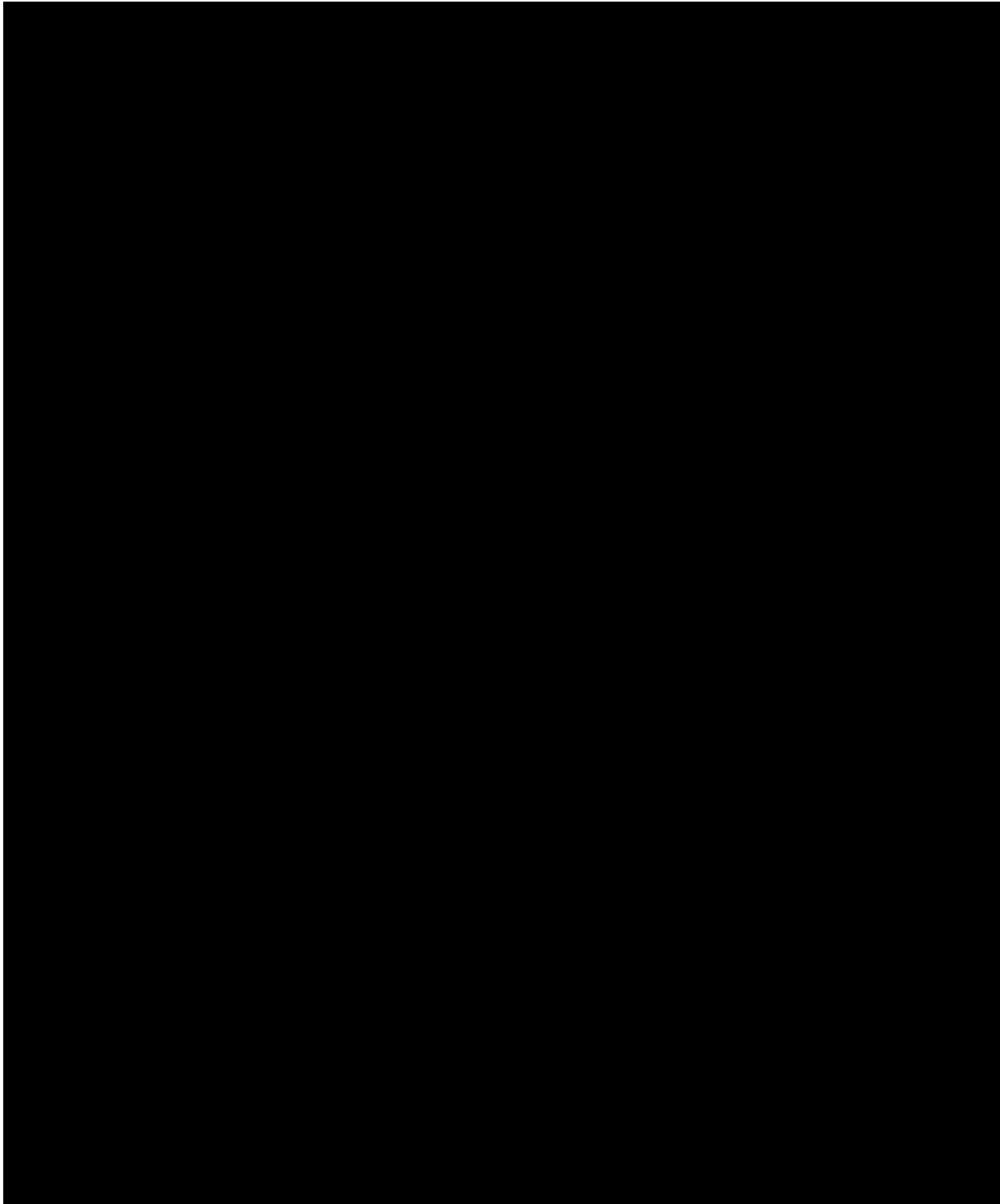


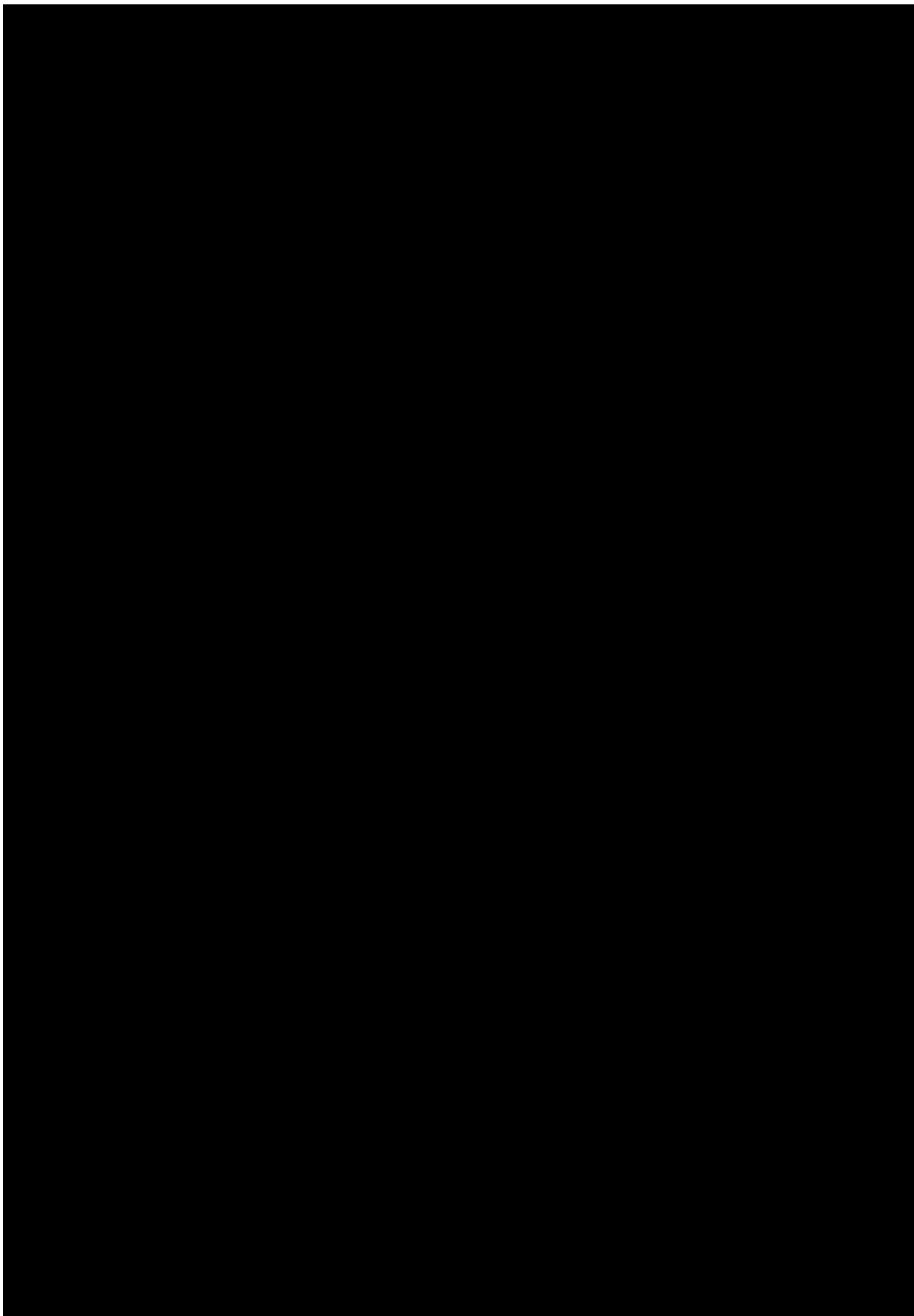


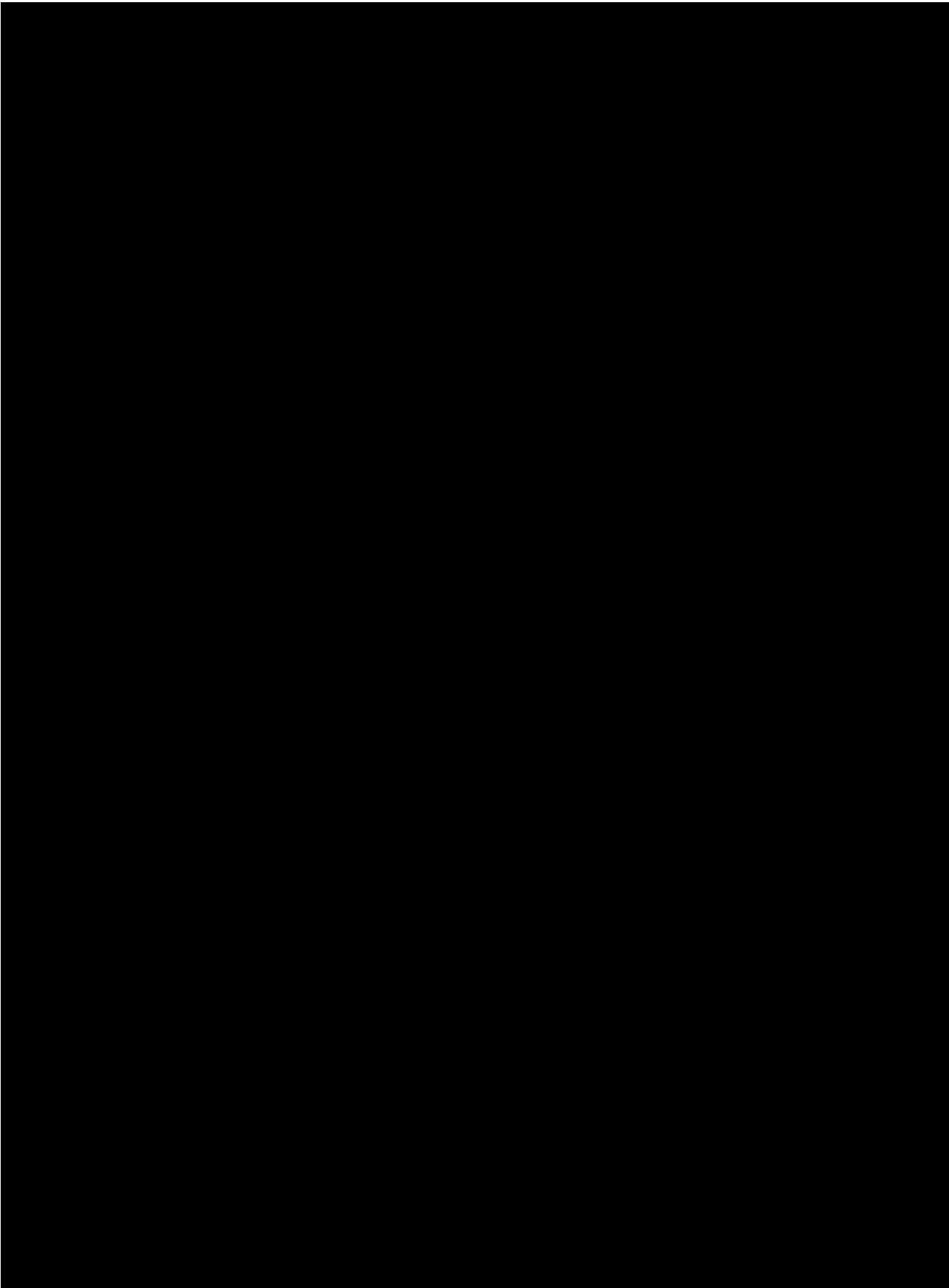


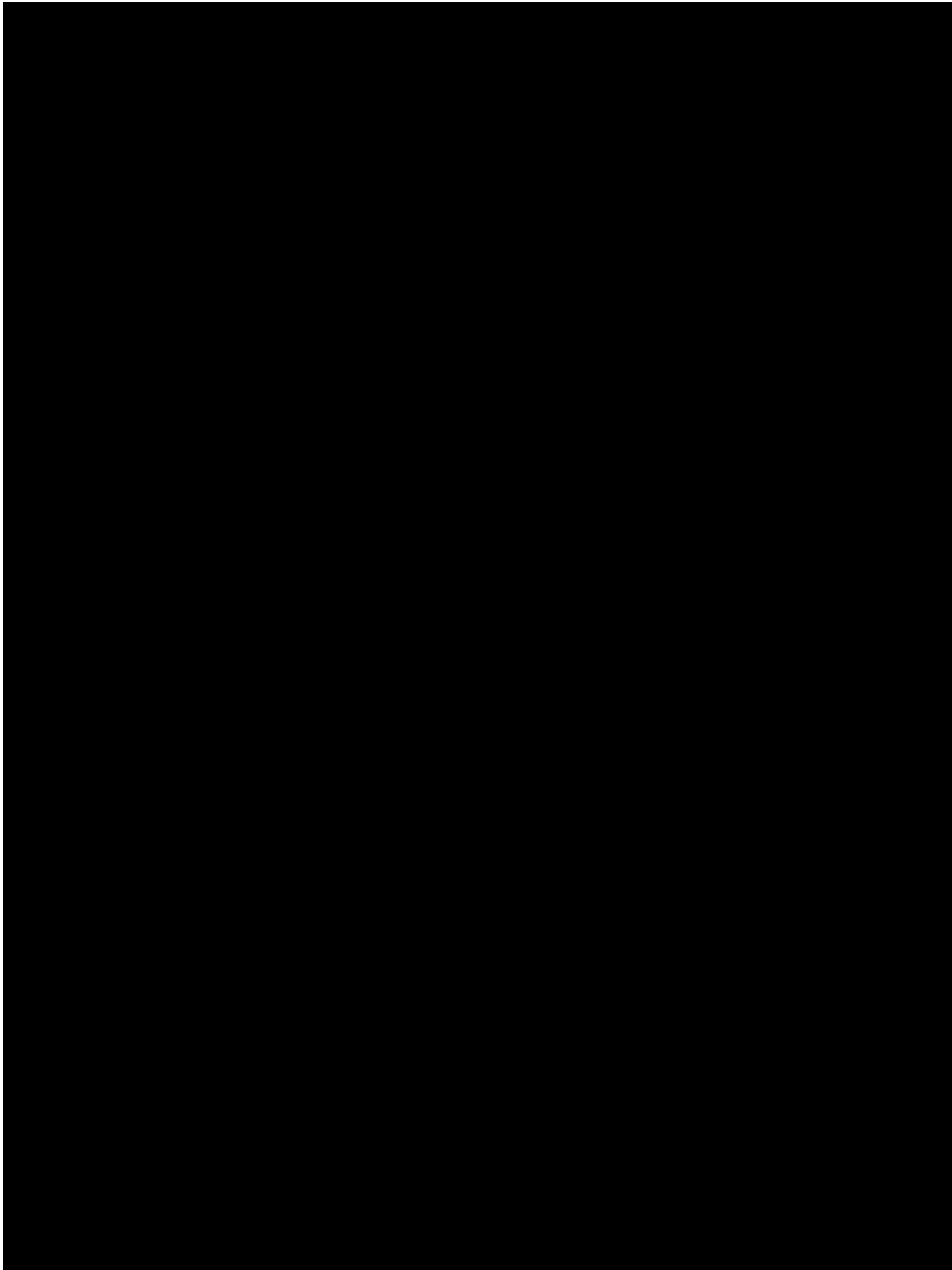
Schedule 5 Schedule A37

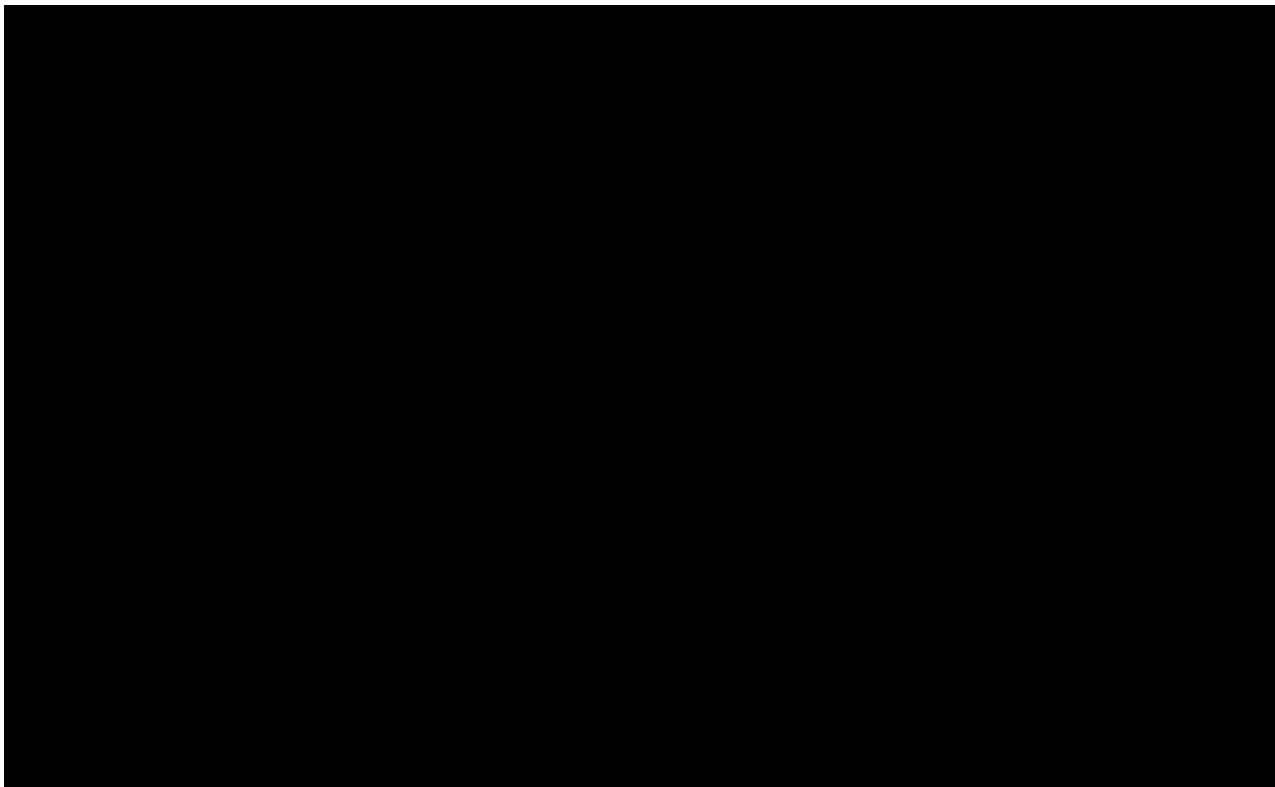
SCHEDULE A37. – D&C TERM SHEET



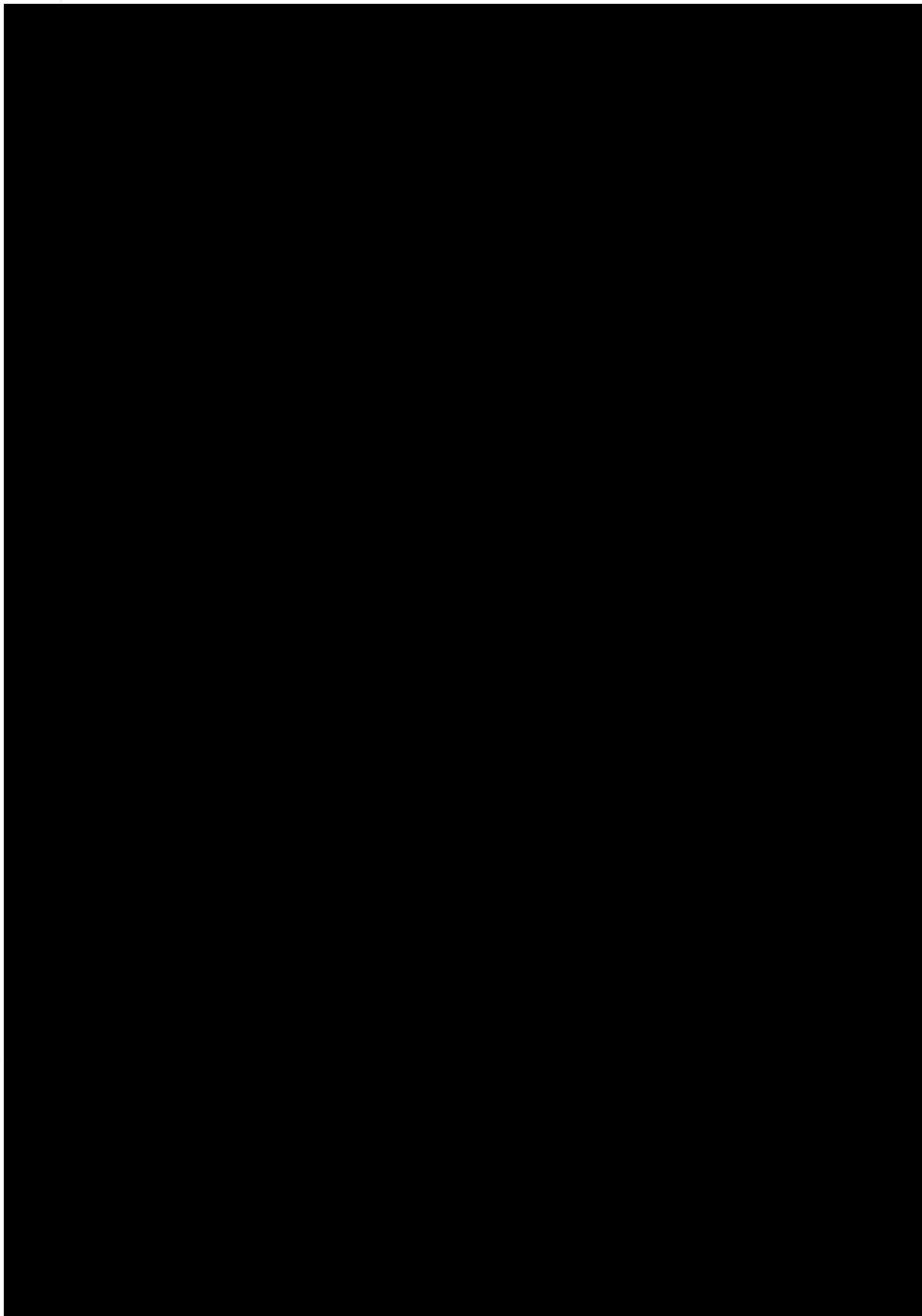


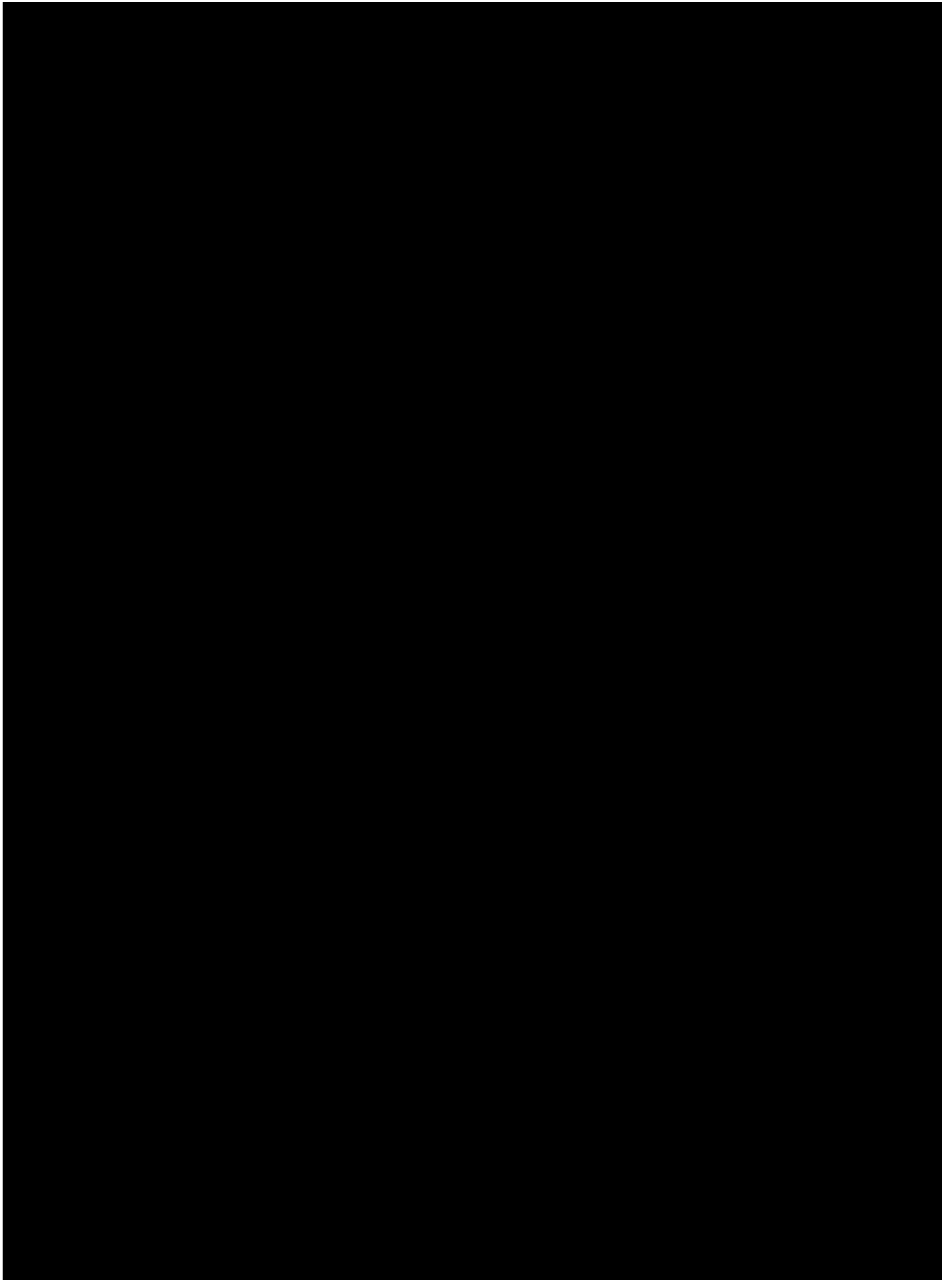


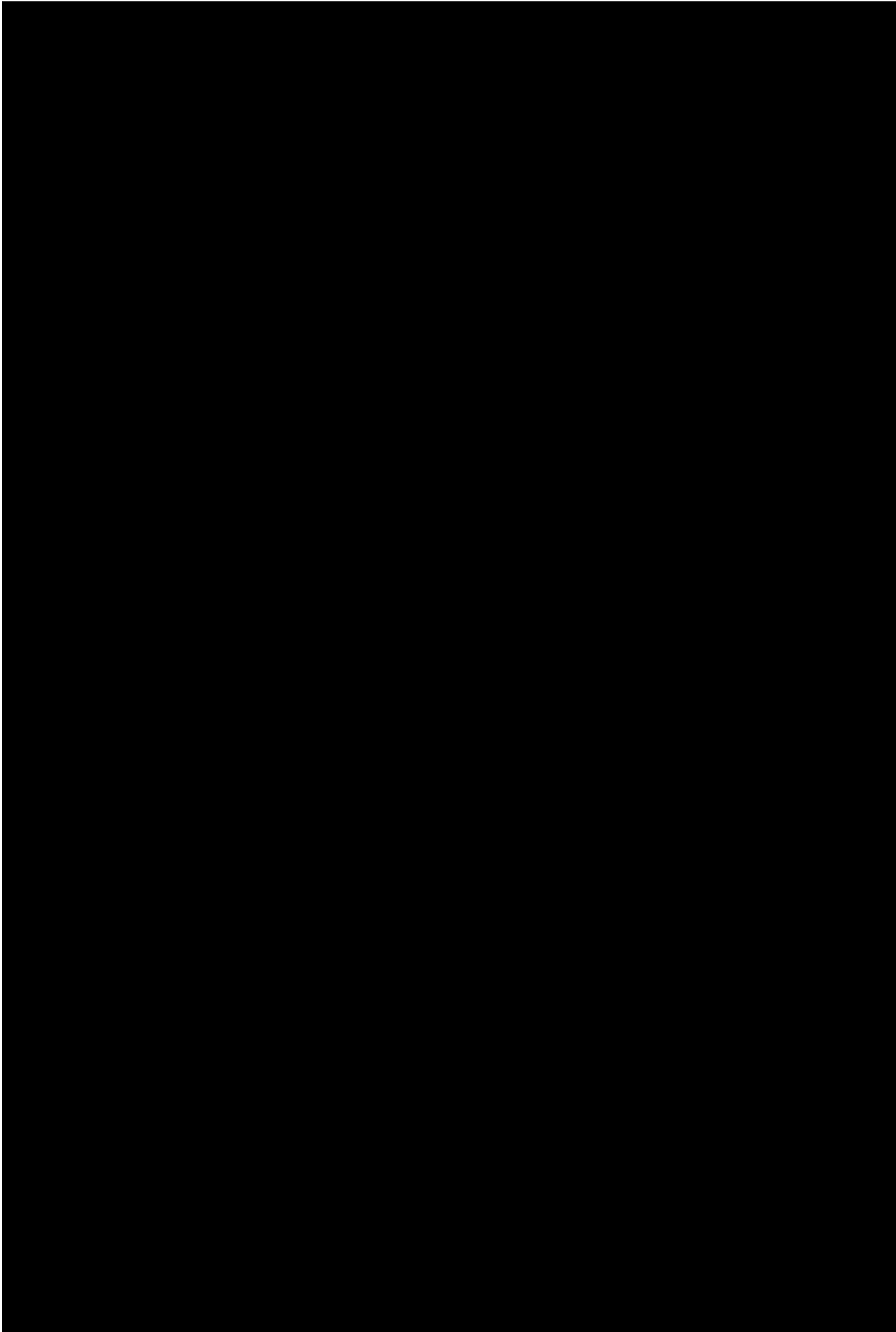


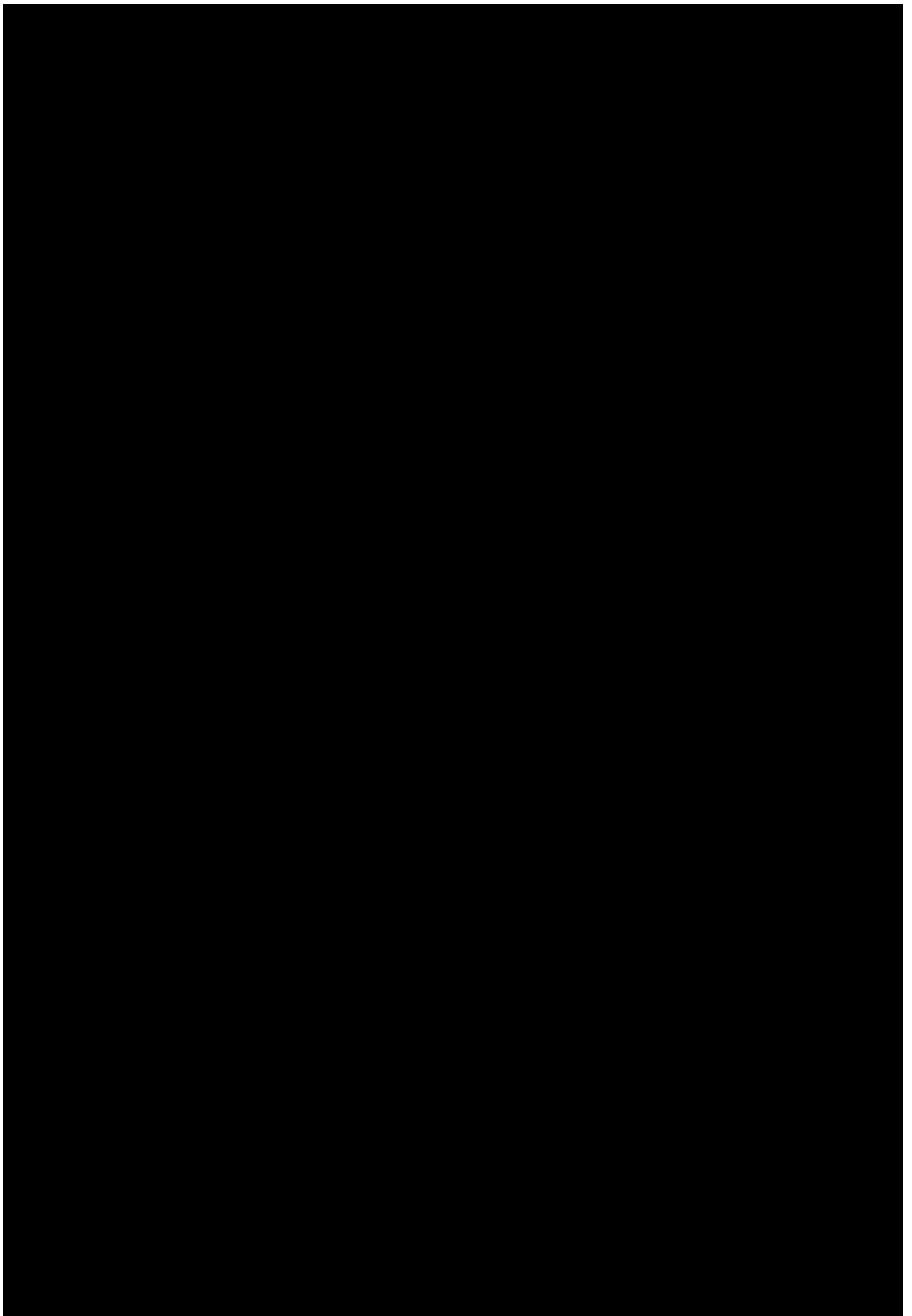


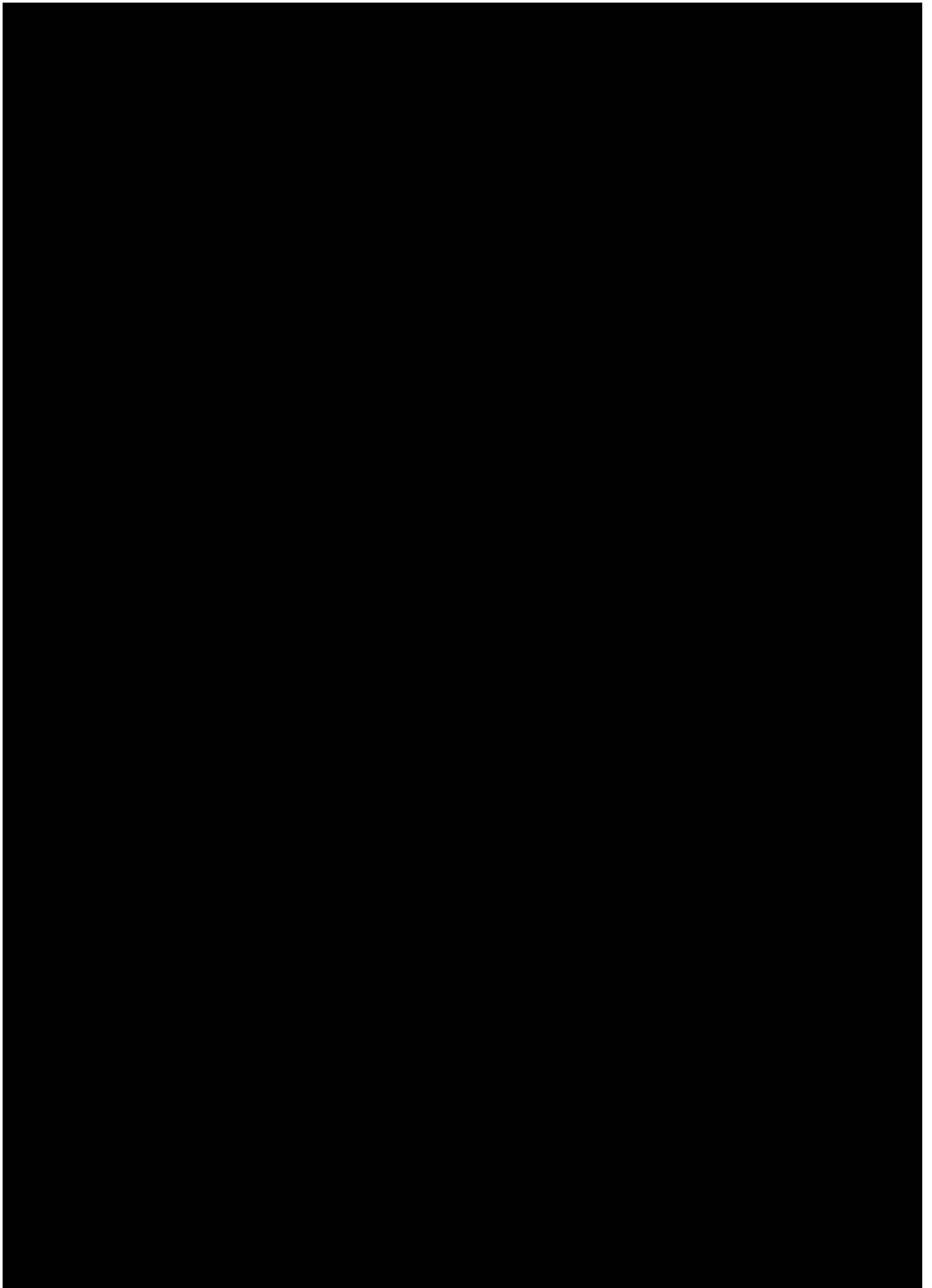
Schedule 6 Schedule D5

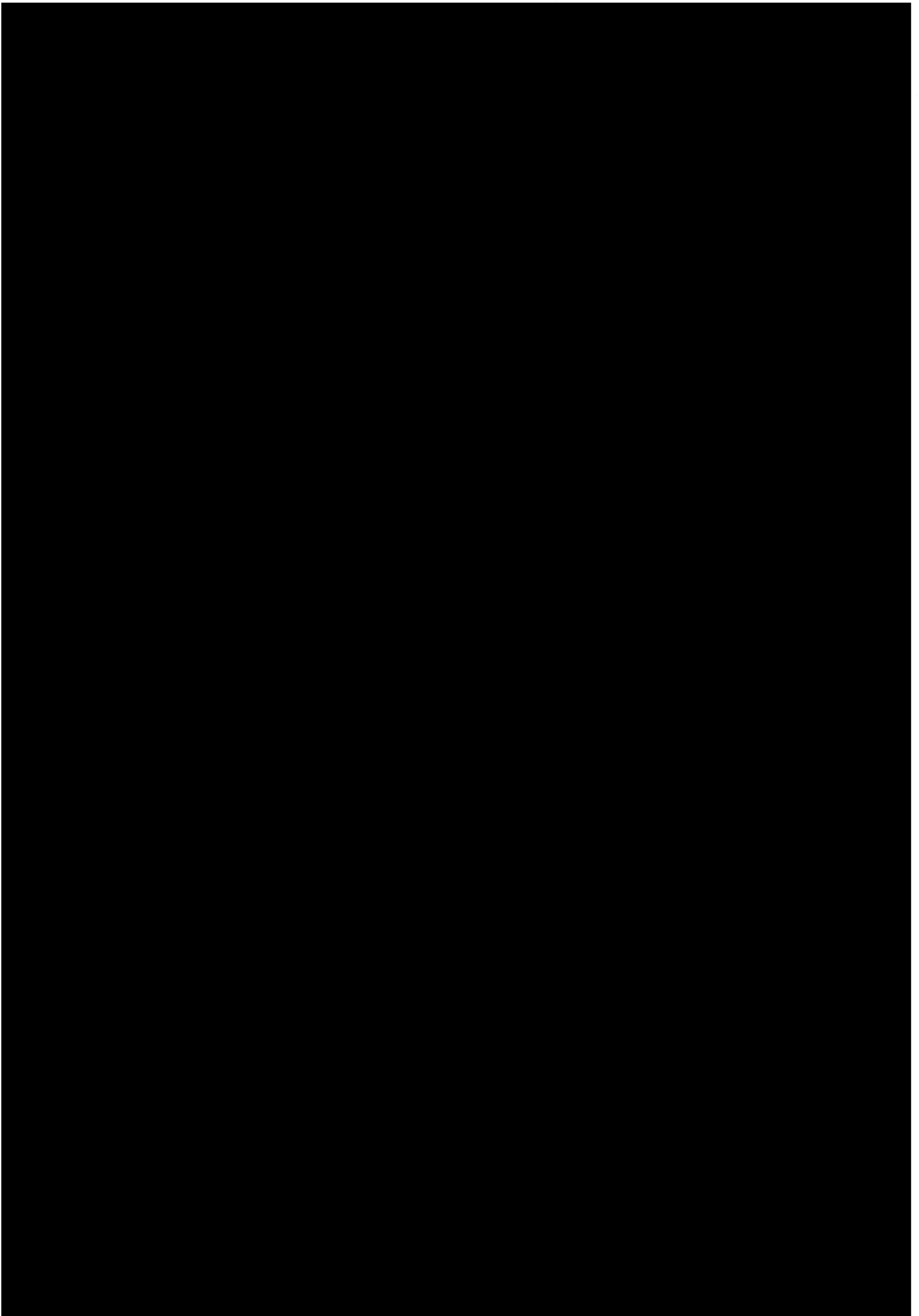


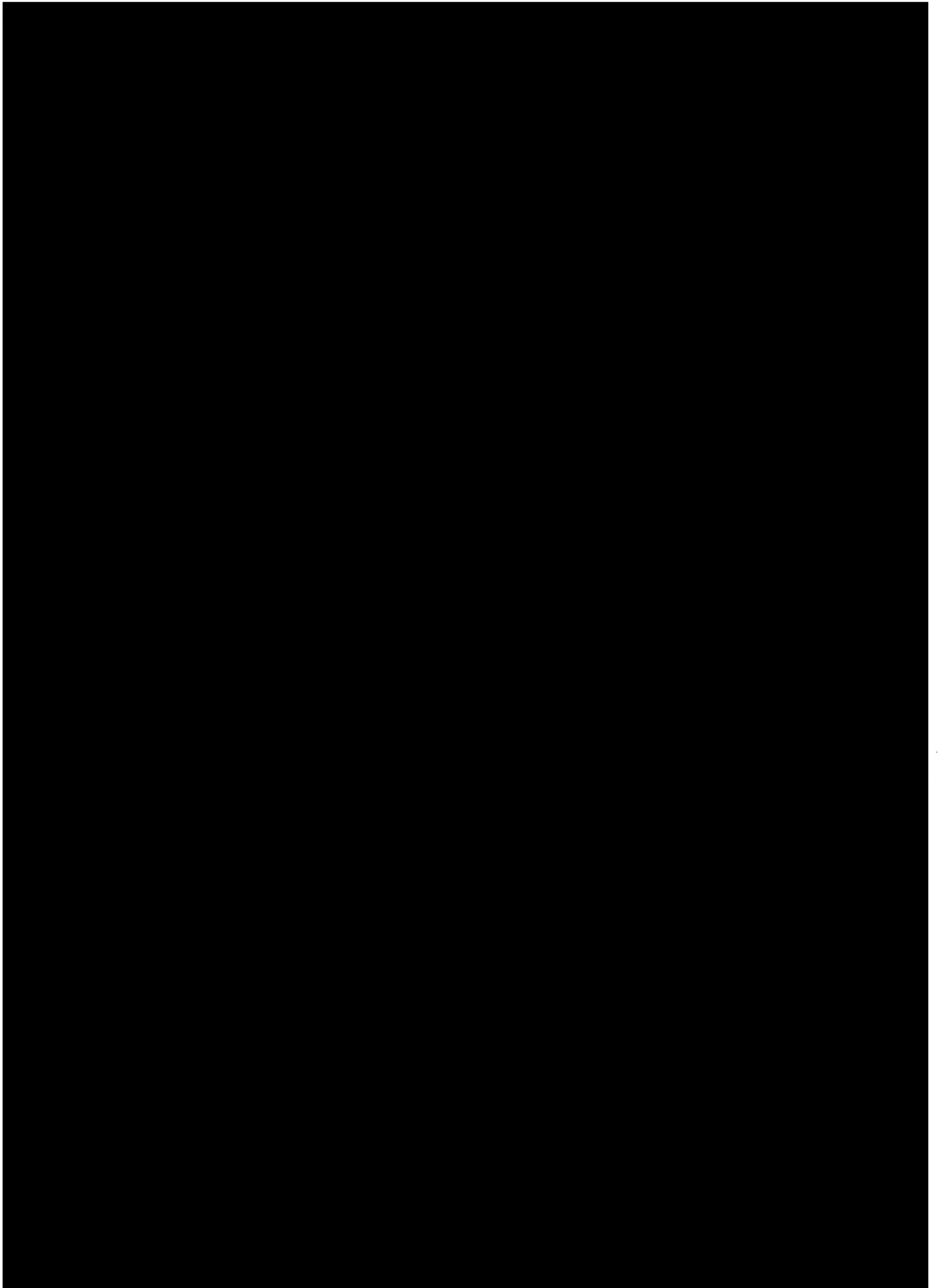


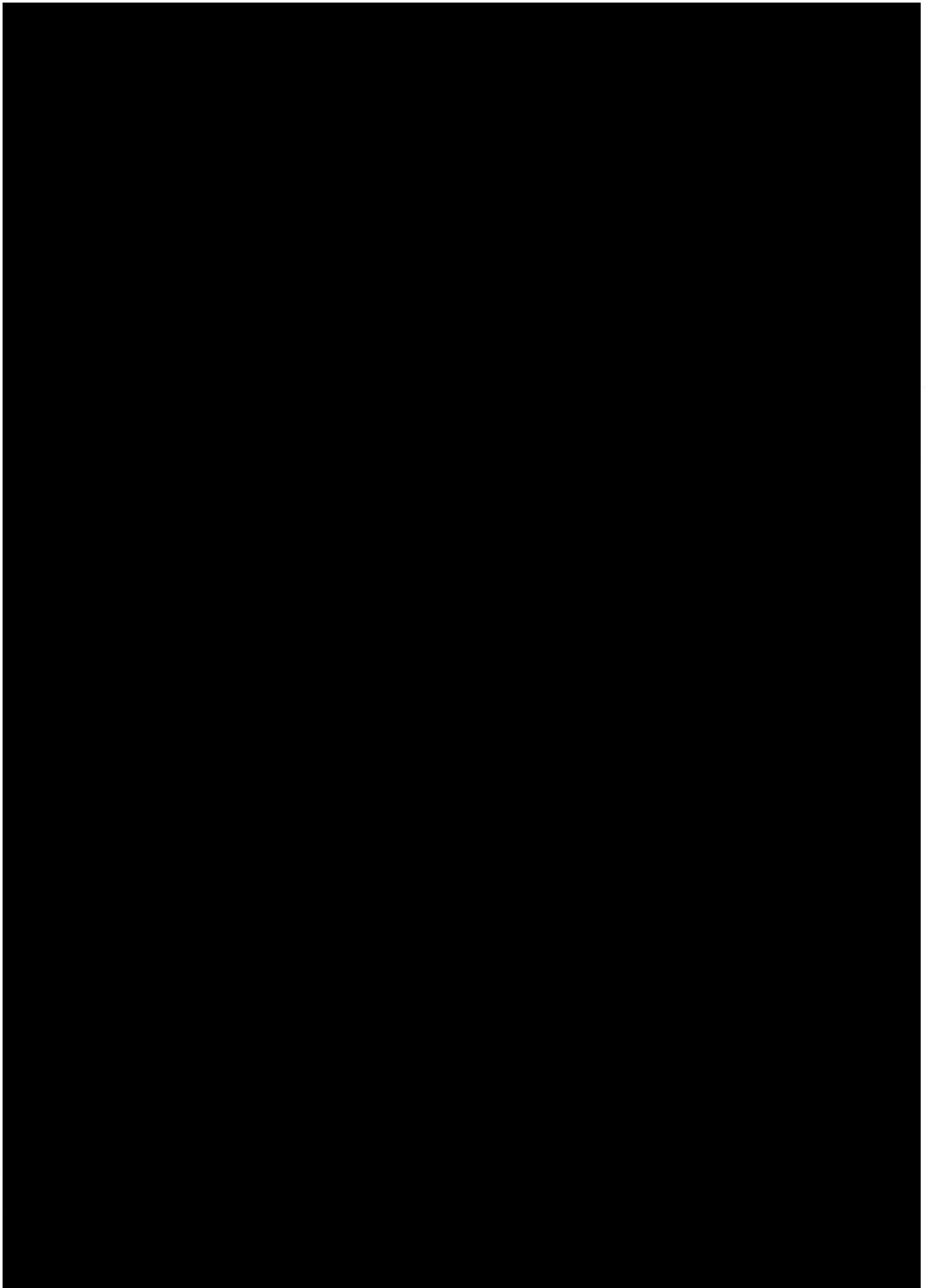


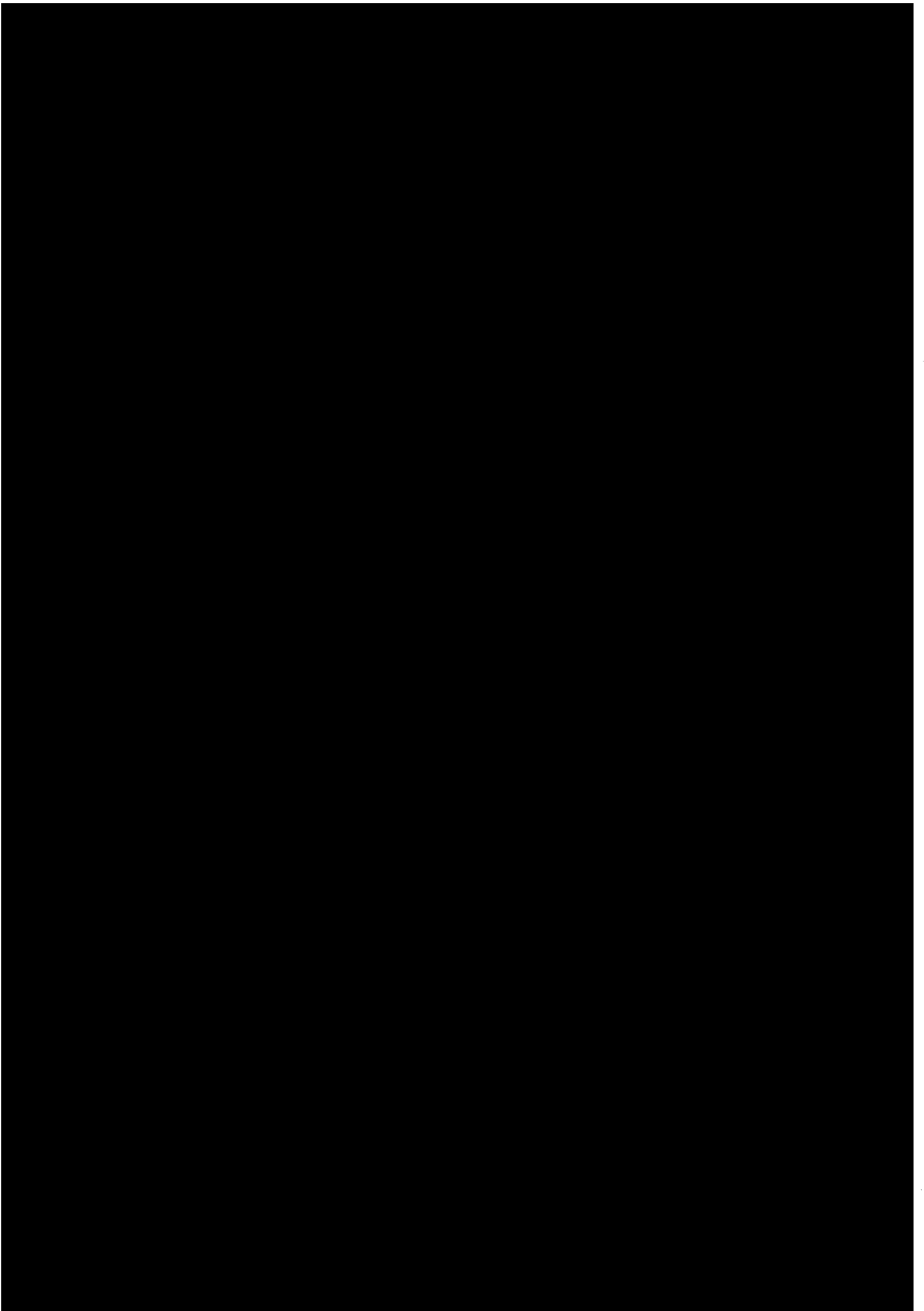


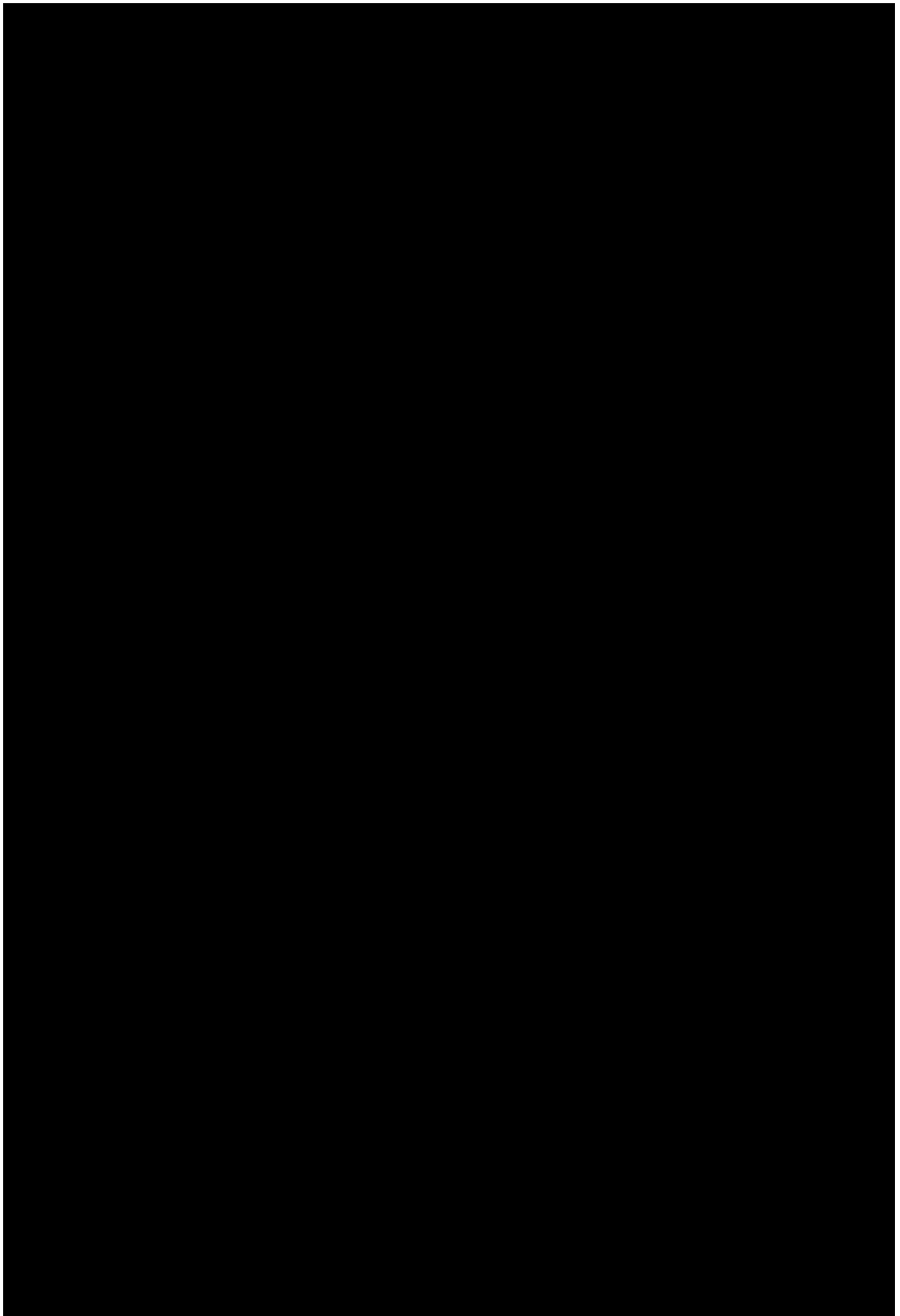


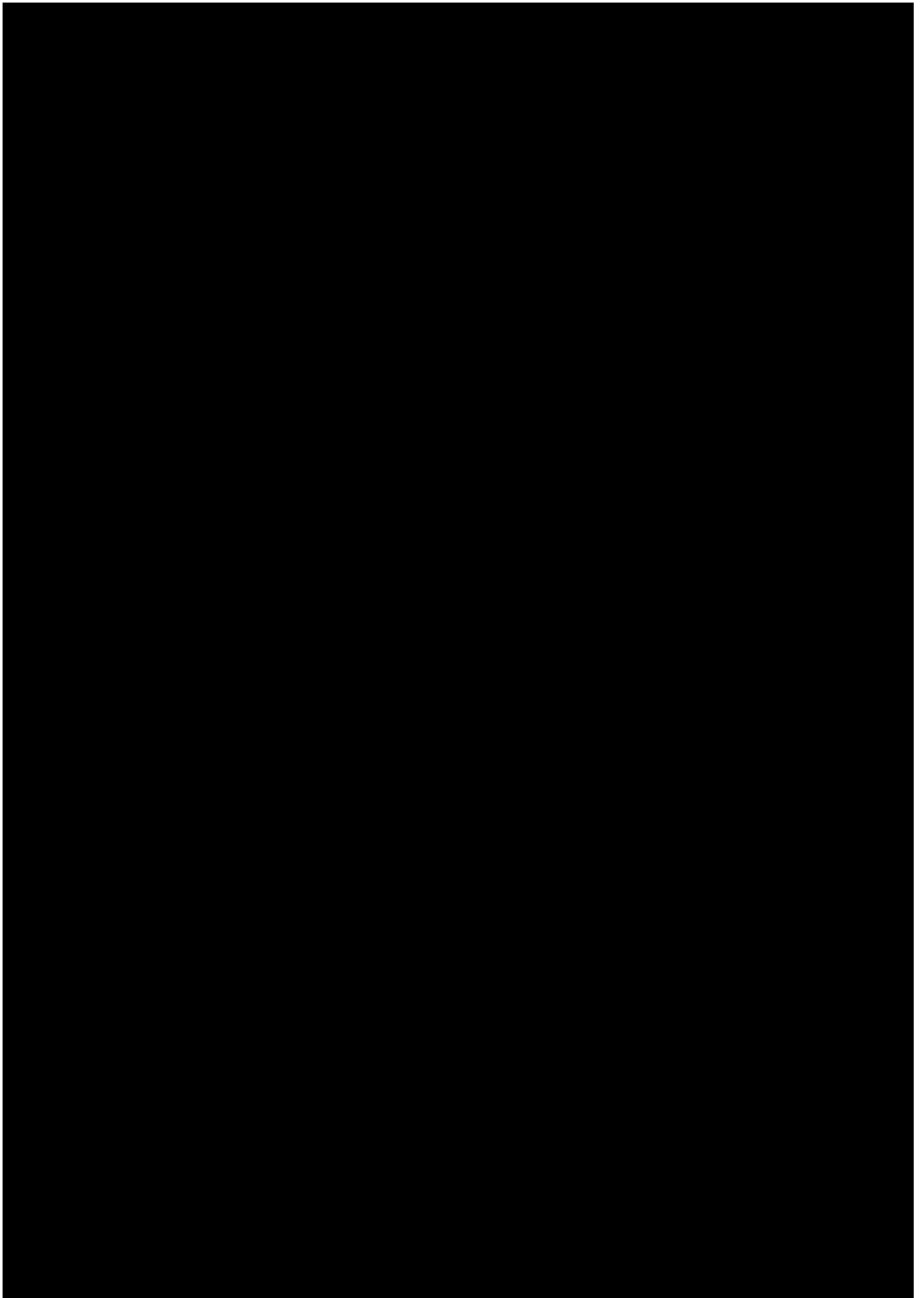


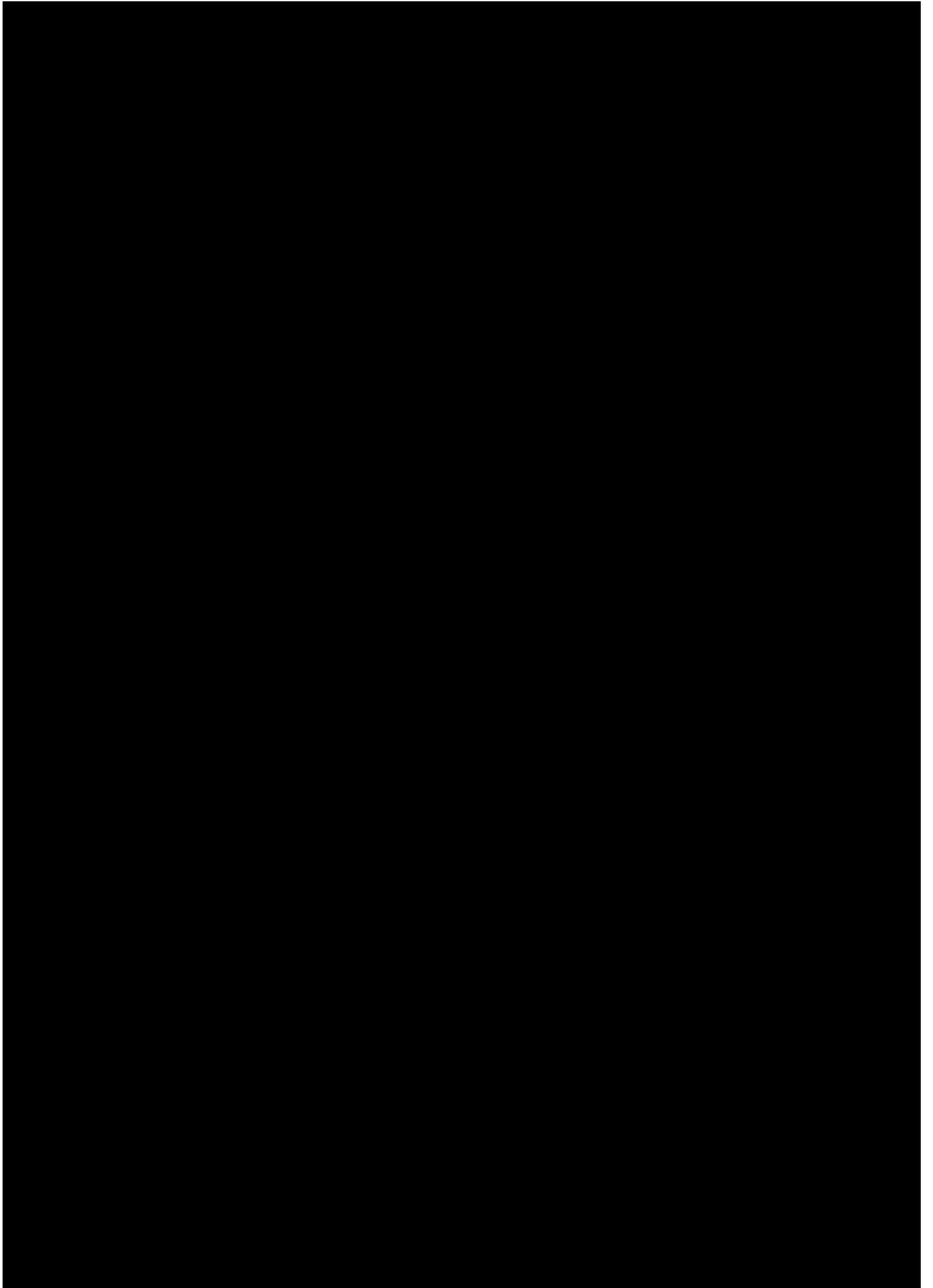


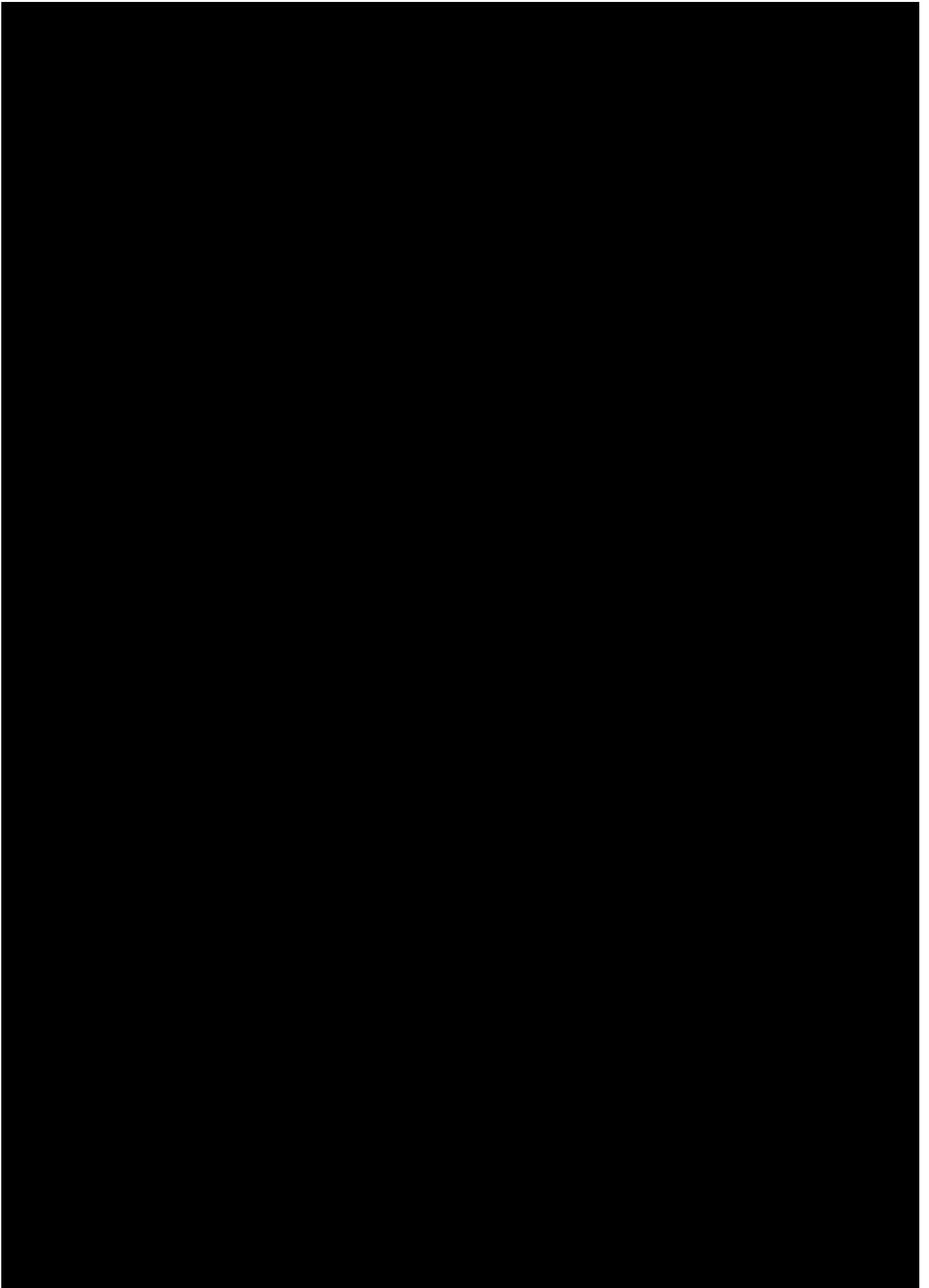


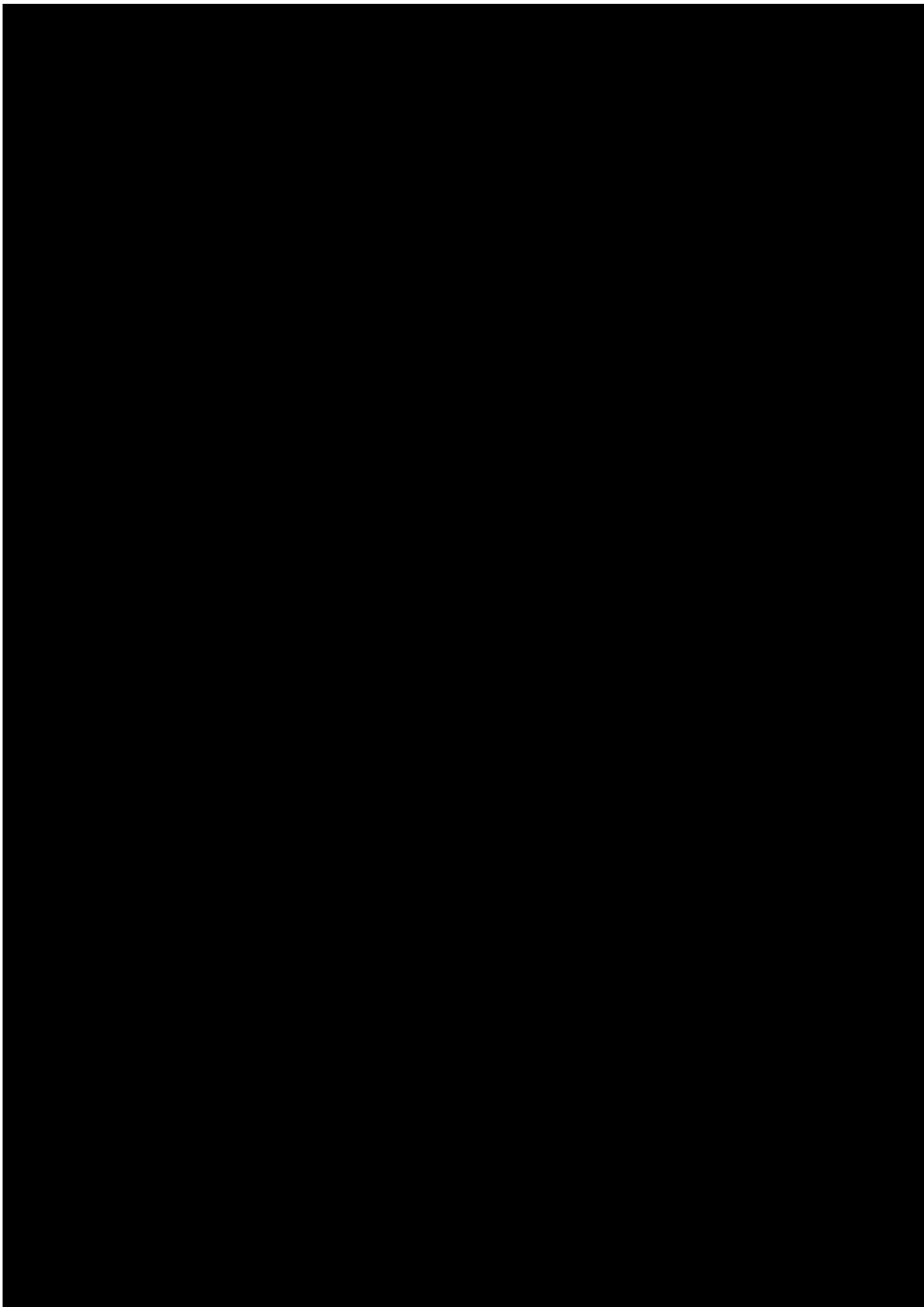


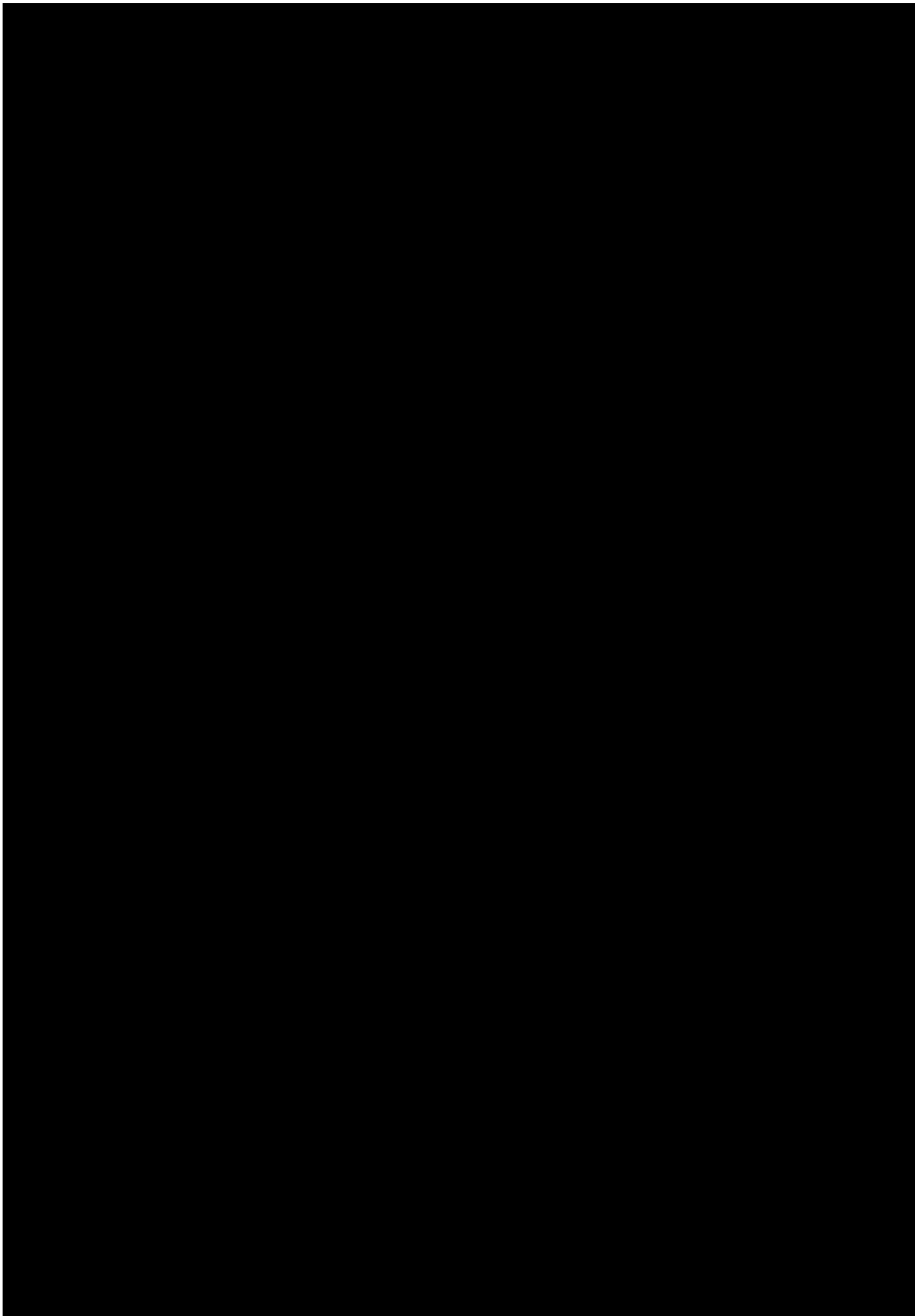


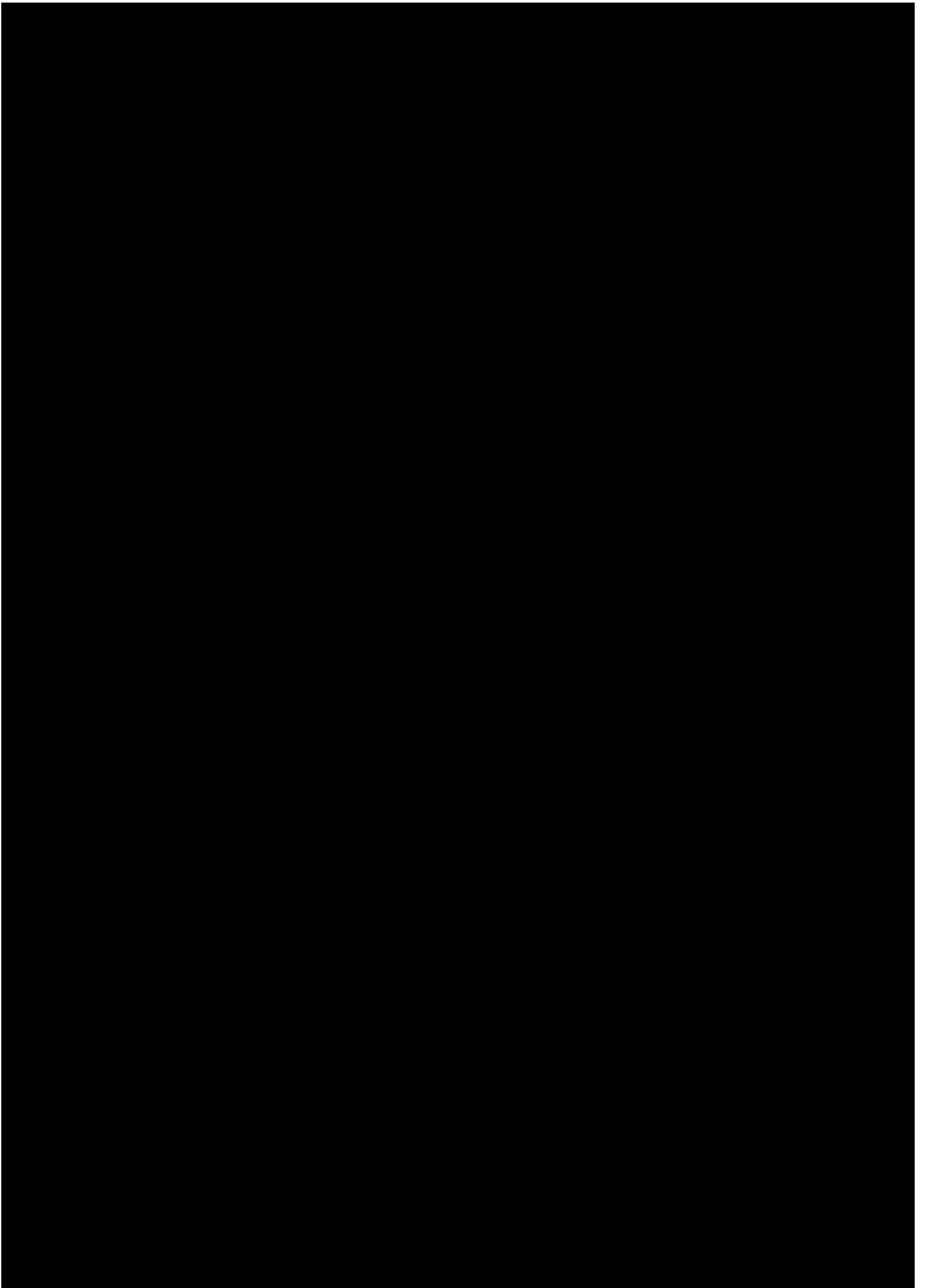


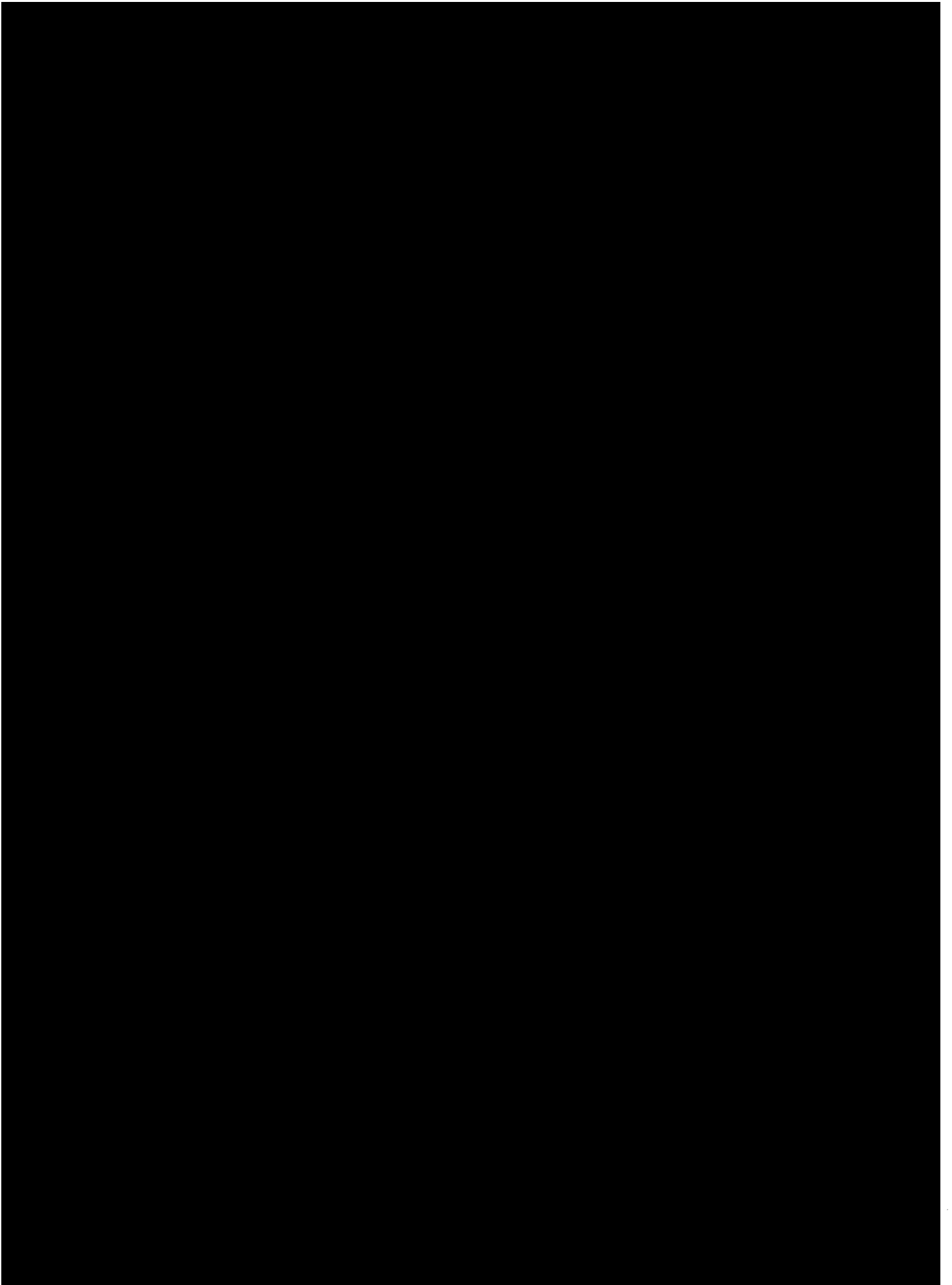


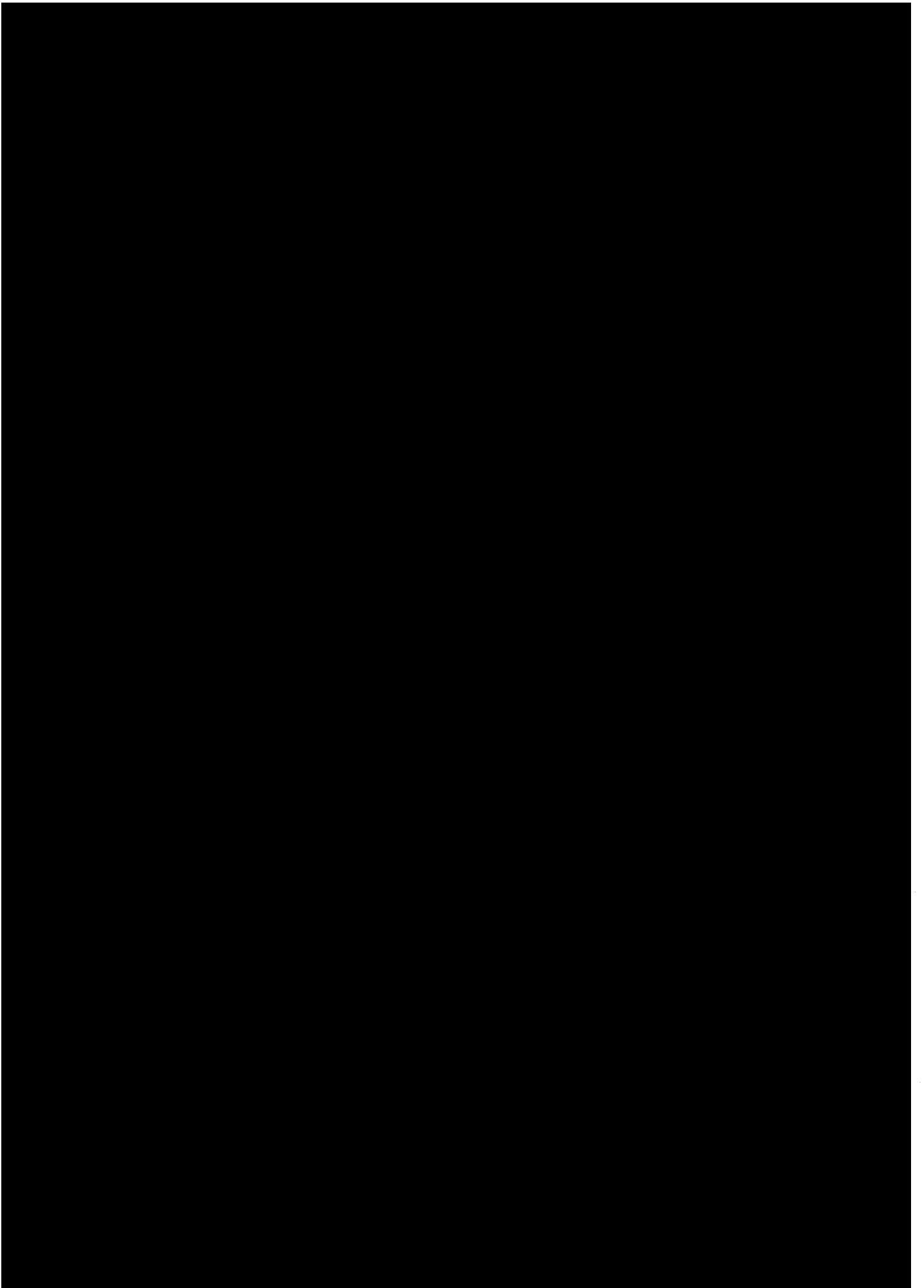


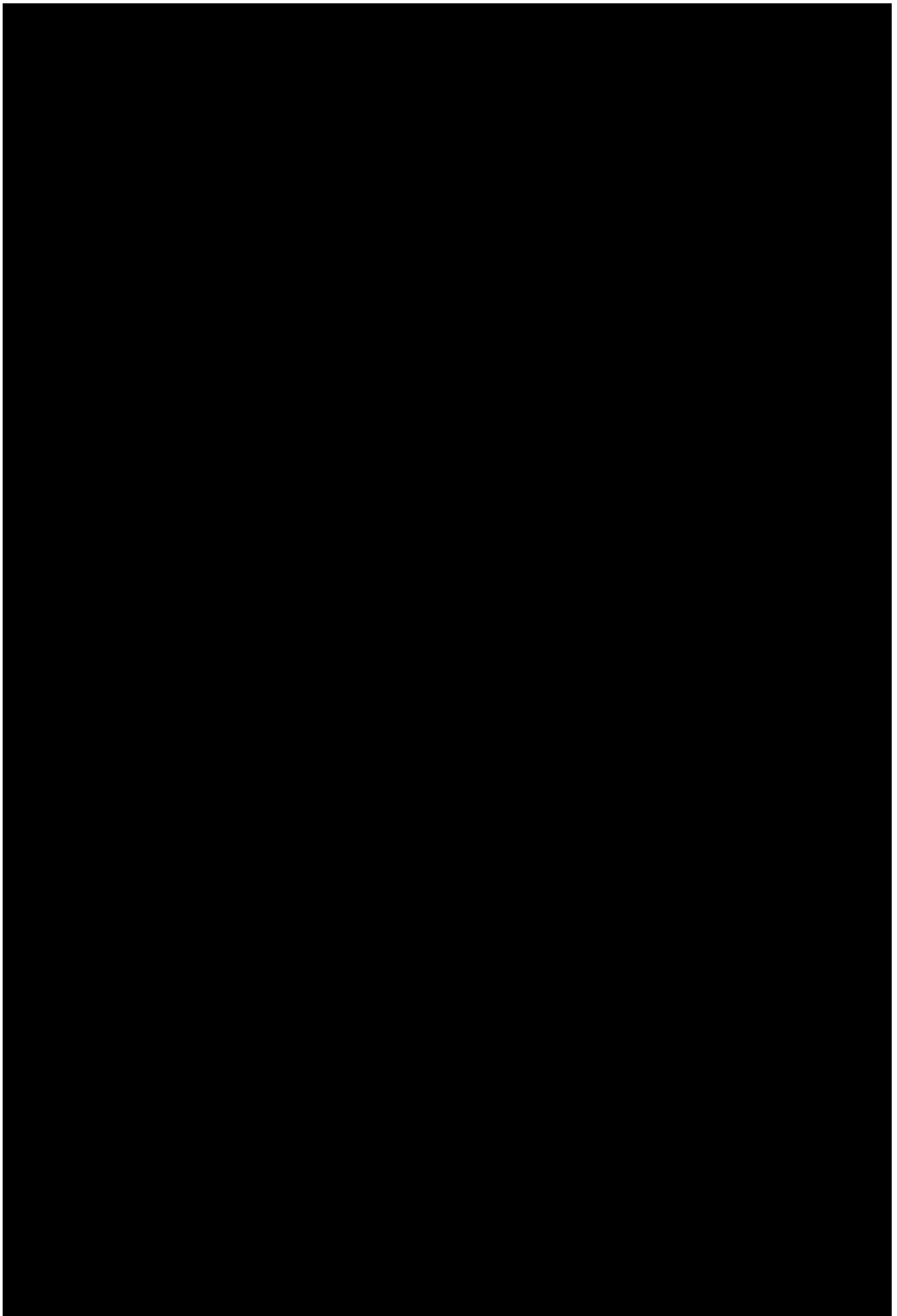


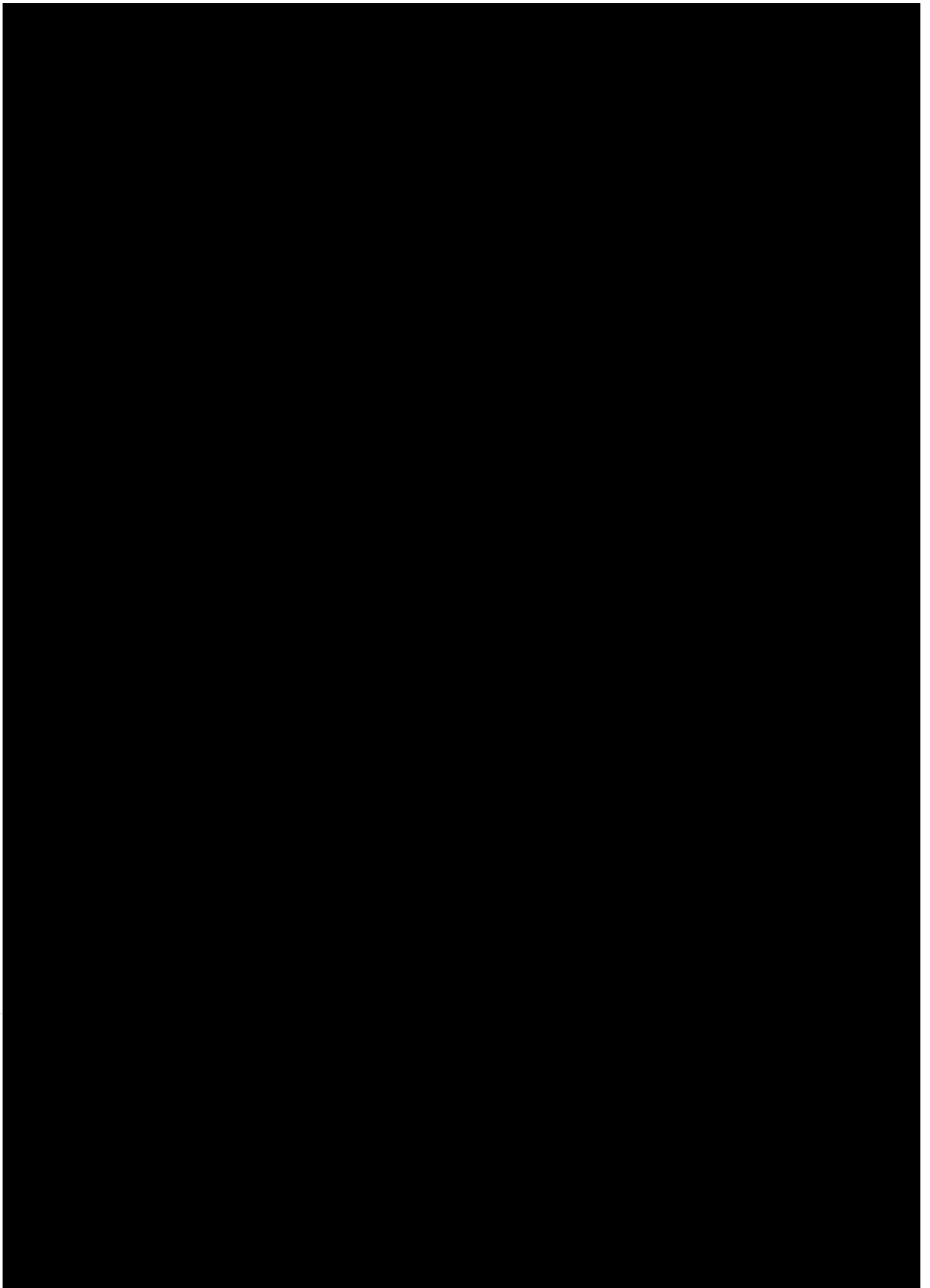


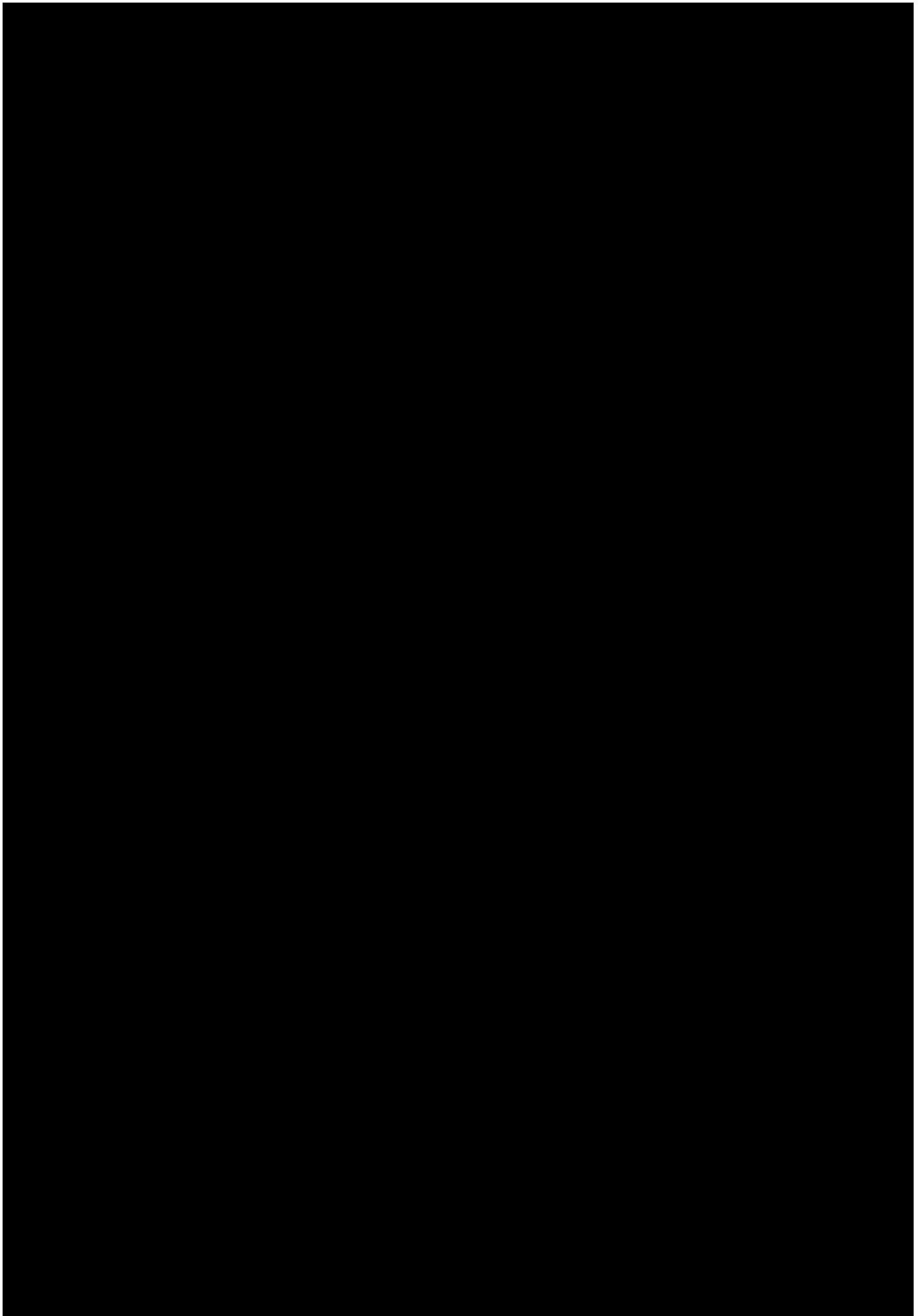


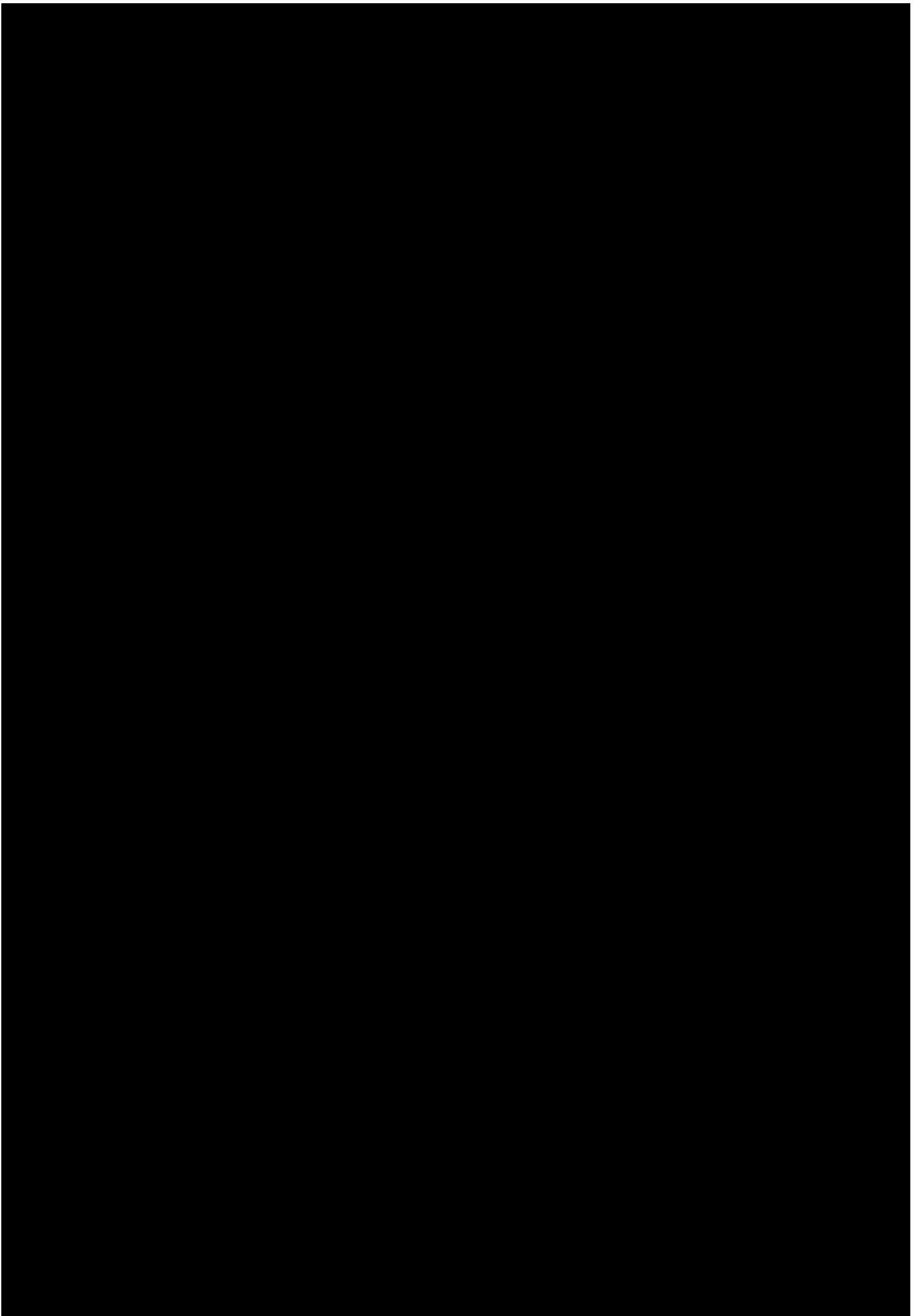


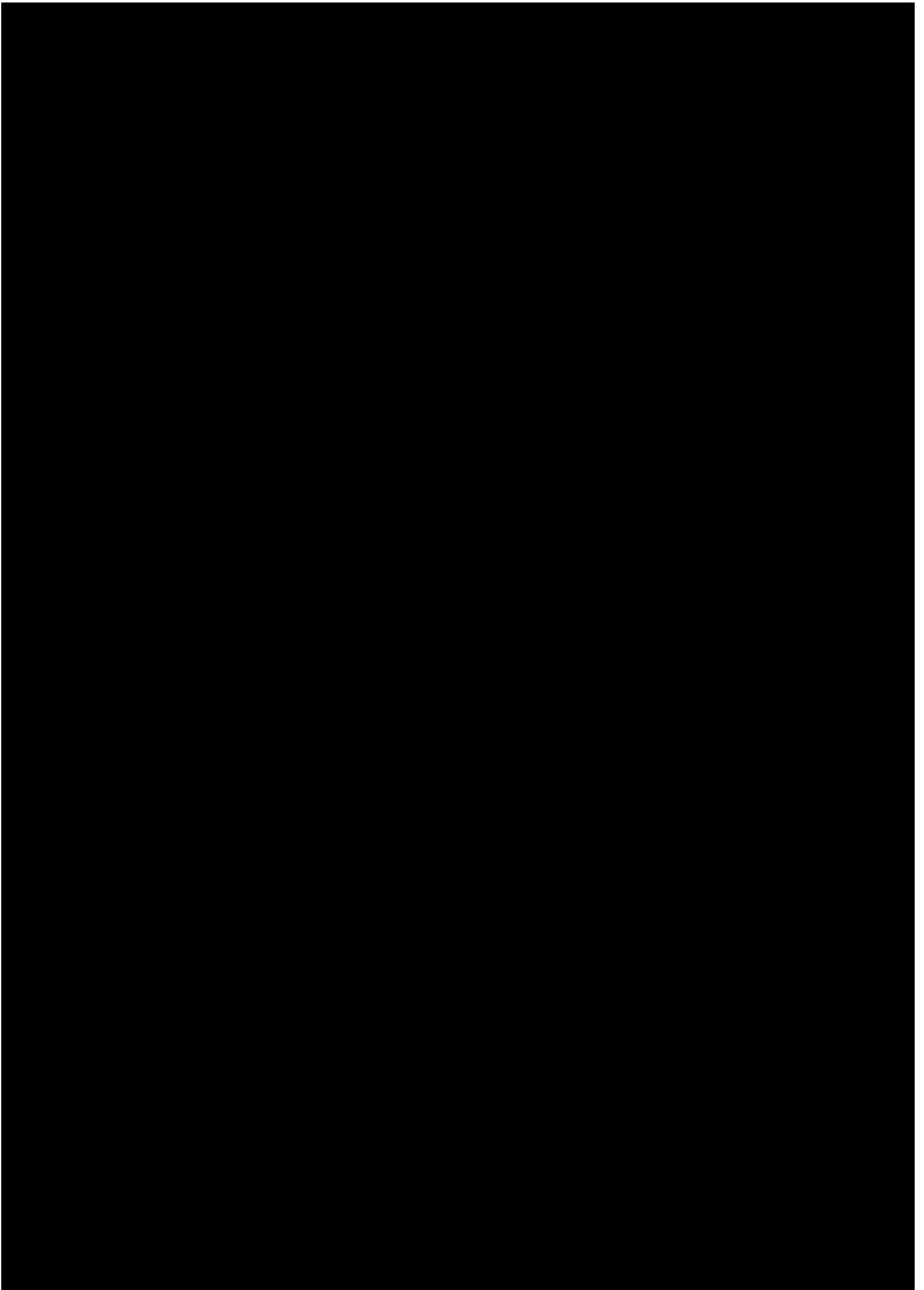












Schedule 7 Schedule D6

