

To: Advisian Pty Ltd (**Independent Certifier**)
Level 17, 141 Walker Street, North Sydney NSW 2060

Email: [REDACTED]

Attention: [REDACTED] the Independent Certifier's Representative

To: NRT CSW Pty Ltd (**OpCo2**)
Level 43, Rialto South Tower, 525 Collins Street, Melbourne VIC, 3000

Email: [REDACTED]

Attention: [REDACTED] OpCo2's Representative

Date: [16th June 2020]

Dear [REDACTED],

Greenfield Independent Certifier appointment under the terms of the Draft OTS2 Independent Certifier Deed: Letter of Intent to commence Services under the Draft OTS2 Independent Certifier Deed

1. We refer to:
 - (a) the contract titled 'Sydney Metro City & Southwest Greenfield Independent Certifier Framework Agreement Contract No: 11512' between Sydney Metro (**Principal**) and Advisian Pty Ltd (**Independent Certifier**) dated 21 December 2018 (**Framework Agreement**); and
 - (b) the draft contract titled 'Sydney Metro City & Southwest Independent Certification of the OTS2 Works, OTS2 Independent Certifier Deed', as attached at **Attachment 1** to this Letter of Intent (**Draft OTS2 Independent Certifier Deed**).
2. In this Letter of Intent, '**OTS2 Independent Certifier Deed**' means the contract titled 'Sydney Metro City & Southwest Independent Certification of the OTS2 Works, OTS2 Independent Certifier Deed' to be entered into between the Principal, OpCo2 and the Independent Certifier.
3. Capitalised terms used but not otherwise defined in this Letter of Intent have the meaning given to them in the Draft OTS2 Independent Certifier Deed.
4. Notwithstanding that the OTS2 Independent Certifier Deed has not been executed, on and from the Effective Date, subject to clause 10 of this Letter of Intent:
 - (a) the Independent Certifier will carry out the Services in accordance with the terms of the Draft OTS2 Independent Certifier Deed; and

Sydney Metro

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- (b) the Principal, OpCo2, and the Independent Certifier will comply with, and be bound by, the terms of the Draft OTS2 Independent Certifier Deed as if it was duly executed by all parties.
5. If the OTS2 Independent Certifier Deed is executed by the Principal, OpCo2 and the Independent Certifier, on and from the date of execution:
- (a) the Services executed pursuant to this Letter of Intent will form part of the Services provided under the OTS2 Independent Certifier Deed and be deemed to have been performed by the Independent Certifier under the executed OTS2 Independent Certifier Deed;
 - (b) all amounts paid in accordance with this Letter of Intent will be allocated to the Fee under the OTS2 Independent Certifier Deed; and
 - (c) this Letter of Intent will be of no further effect.

6. [Redacted]

7. At any time prior to the execution of the OTS2 Independent Certifier Deed the Principal may terminate the appointment of the Independent Certifier under the terms of this Letter of Intent, in which case:

- (a) clause 9 of the Draft OTS2 Independent Certifier Deed will apply to such termination, [Redacted]; and
- (b) on and from the date the appointment of the Independent Certifier terminates under clause 9.2 of the Draft OTS2 Independent Certifier Deed, this Letter of Intent will be of no further effect.

8. [Redacted]

9. By countersigning this Letter of Intent in the space provided below, each of the Independent Certifier and OpCo2 confirms the appointment of the Independent Certifier in accordance with, and otherwise agrees to the terms of, this Letter of Intent.

10. This Letter of Intent is effective:

[Redacted]

[Redacted]

(each an 'Effective Date').

11. [Redacted]

12. This Letter of Intent is governed by the laws of New South Wales and may be executed in counterparts.

13. Please acknowledge your agreement to these terms by signing and returning to us a copy of this Letter of Intent.

Kind regards,

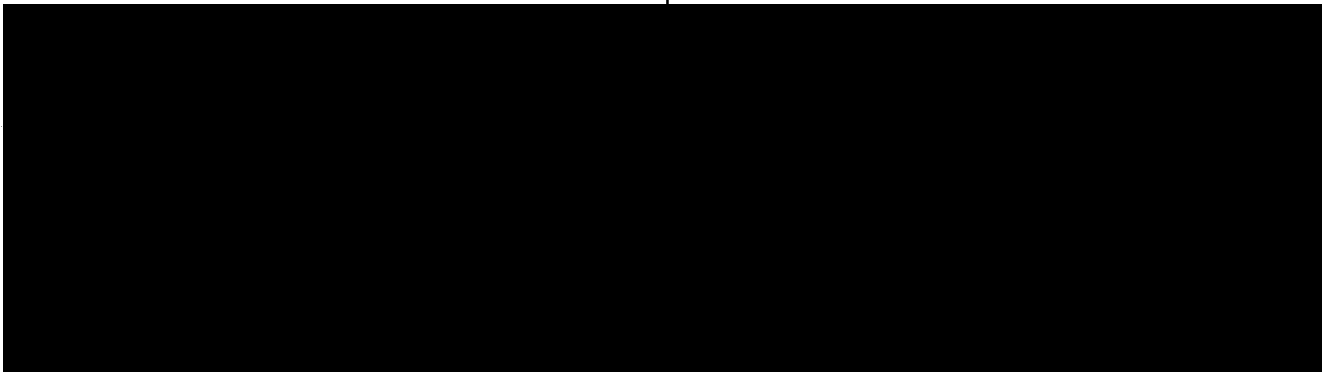
[Redacted Signature]

[Redacted Name]
Principal's Representative

Executed as a deed on 8TH JULY 2020

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

Executed by Sydney Metro (ABN 12 354 063 515) by its authorised delegate, in the presence of:



Executed as a deed on 24th JUNE 2020

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

Executed by Advisian Pty Ltd (ABN 50 098 008 818) in accordance with section 127 of the *Corporations Act 2001* (Cth):



Executed as a deed on

2020

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

Signed, sealed and delivered for and on behalf of **NRT CSW Pty Ltd (ACN 635 509 036)** in its personal capacity and as trustee of the NRT CSW Unit Trust under power of attorney in the presence of:

Signature of attorney

Signature of witness

Name of attorney

Name of witness

Date of power of attorney

Address of witness

ATTACHMENT 1

Form of the Draft OTS2 Independent Certifier Deed

Paragraph 1(b)

Form of the document titled "Sydney Metro City & Southwest Independent Certification of the OTS2 Works, OTS2 Independent Certifier Deed" (draft dated 10 June 2020).