



HERBERT
SMITH
FREEHILLS

Deed

Execution Version

Victoria Cross Integrated
Station Development -
Station Delivery Deed
Assignment and Novation
Deed



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Victoria Cross Integrated Station Development - Station Delivery Deed Assignment and Novation Deed

Date ▶ 22 June 2020

Between the parties

Principal

Sydney Metro

ABN 12 354 063 515, a NSW Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW) and located at Level 43, 680 George Street, Sydney NSW 2000.

(Principal)

VC Contractor

VC Contractor

The unincorporated joint venture comprising LLB and LLE of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000

(VC Contractor)

LLE

Lendlease Engineering Pty Limited

ABN 40 000 201 516 of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000

(LLE)

LLB

Lendlease Building Pty Limited

ABN 97 000 098 162 of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Ave, Barangaroo NSW 2000

(LLB)

Recitals

- 1 The Principal and the VC Contractor are parties to the Station Delivery Deed.
- 2 LLB has advised the Principal that LLE is being sold and exiting the unincorporated joint venture that comprises the VC Contractor. LLB has proposed that the Station Delivery Deed be novated from LLE and the VC Contractor together to LLB alone, with such novation to take effect on and from the Effective Date.
- 3 By this deed, and in accordance with clause 34.1(c) of the Station



Delivery Deed, the parties agree to novate the Station Delivery Deed on the terms of this deed so that the Station Delivery Deed is between the Principal and LLB alone.

This deed witnesses as follows:

1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Conditions Precedent	<ol style="list-style-type: none">(1) the execution of each of the documents identified in Schedule 1 of this deed by each of the parties to them;(2) the VC Contractor issuing a notice to the Principal specifying the "Transfer Effective Date" in accordance with clause 34.1(c) of the Station Delivery Deed; and(3) LLB procuring the issue to the Principal unconditional undertakings which comply in all respects with the requirements of clause 3.1(c) of the Station Delivery Deed which will replace those undertakings previously provided pursuant to such clause and note LLB alone as the contractor under the Station Delivery Deed.
Effective Date	the date all Conditions Precedent are satisfied.
Independent Certifier	Advisian Pty Ltd ABN 50 098 008 818 of Level 17, 141 Walker Street, North Sydney NSW 2060.
Independent Certifier Deed	Sydney Metro City & Southwest Independent Certification of the Victoria Cross Works Independent Certifier Deed (Contract No. 11514) between Sydney Metro, the Independent Certifier and the VC Joint Venture dated 20 March 2020, as amended or acceded to from time to time.
Independent Certifier Deed – Novation Deed	Victoria Cross Integrated Station Development – Independent Certification of the Victoria Cross Works Independent Certifier Deed Assignment and Novation Deed between the Principal, the Independent Certifier, the VC Contractor, LLE and LLB.



Term	Meaning
LW CID	Victoria Cross (SDD) LW Contractor Cooperation and Integration Deed between the Principal, the VC Contractor and the LW Contractor dated 11 April 2019.
Master Interface Protocols Deed Poll Novation Deed	Victoria Cross Integrated Station Development – Master Interface Protocols Deed Poll Assignment and Novation Deed between the Principal, the VC Contractor, LLE and LLB dated on or about the date of this deed.
Replacement OSD D&C Side Deed	Victoria Cross Integrated Station Development D&C Side Deed (Over Station Development Project Delivery Agreement) between the Principal, the VC Developer, LLB, the VC Contractor Guarantor and the Replacement D&C Contractor Guarantor (as defined therein) dated on or about the date of this deed.
OSD PDA Deed of Amendment	Victoria Cross Integrated Station Development – Over Station Development Project Delivery Agreement Deed of Amendment between the Principal and the VC Developer dated on or about the date of this deed.
Power	any right, power, authority, discretion or remedy conferred on a party under or by the virtue of this deed or applicable law.
Station Delivery Deed	Victoria Cross Integrated Station Development – Station Delivery Deed (Contract No. 504) between the Principal and the VC Contractor dated 20 December 2018, as amended by the deed titled "Victoria Cross Integrated Station Development Deed of Amendment – Station Delivery Deed" between the Principal and the VC Contractor dated 2 June 2020.
TSE CID	TSE Cooperation and Integration Deed between the Principal, the VC Contractor and the TSE Contractor dated 24 May 2019.

1.2 Interpretation

In this deed:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this deed;
- (d) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document; and



- (e) a reference to a party to a document includes that party's successors and permitted assignees.

1.3 Terms defined in the Station Delivery Deed

Capitalised terms not defined in this deed have the meaning given to them in the Station Delivery Deed.

1.4 Interpretation of inclusive expressions

Specifying anything in this deed after the words 'include' or 'for example' or similar expressions does not limit what else is included.

1.5 Business Day

If an act must be done on or by a specified day which is not a Business Day, it must be done instead on or by the next Business Day.

2 Consideration

Each party acknowledges that it has received valuable consideration for entering into this deed.

3 Conditions Precedent

3.1 Satisfaction of Conditions Precedent

Each party must execute the documents listed in Schedule 1 in respect of which that party is listed as a party, and in the form required by Schedule 1.

3.2 Notification of satisfaction of Conditions Precedent

The VC Contractor must provide notice to the Principal promptly following each of the Conditions Precedent being satisfied.

3.3 Result of non—satisfaction of Conditions Precedent

- (a) If the Effective Date has not occurred by 30 June 2020, then:
- (1) the Principal may, before the Effective Date, terminate this deed by giving written notice to each party; and
 - (2) this deed shall terminate on the date of the notice issued by the Principal pursuant to clause 3.3(a)(1).
- (b) If this deed is terminated pursuant to clause 3.3(a) then, subject to clause 12(b), neither party will have any Claim against the other party under or in respect of this deed.



4 Assignment and Novation

4.1 Station Delivery Deed assigned and novated

From the Effective Date, and in accordance with clause 34.1(c) of the Station Delivery Deed:

- (a) LLE and LLB together assign all of their rights and interests in the Station Delivery Deed and novate all of their obligations and liabilities under and in connection with the Station Delivery Deed, in each case whether arising before or after the Effective Date, to LLB alone to the effect that LLB replaces the VC Contractor under the Station Delivery Deed as if LLB alone was a party to the Station Delivery Deed;
- (b) each reference to "VC Contractor" in the Station Delivery Deed is taken to be a reference to LLB only;
- (c) the Principal and LLB alone are bound by and must comply with the Station Delivery Deed; and
- (d) LLB assumes:
 - (1) all rights, obligations and liabilities of the "VC Contractor" under the Station Delivery Deed (including those obligations and liabilities arising from a breach by, or caused or contributed to by an act or omission of, LLE or the VC Contractor); and
 - (2) responsibility for all claims, actions, demands or proceedings subsisting against LLE or the VC Contractor under or in connection with the Station Delivery Deed,as if references to the "VC Contractor" had always been references to LLB alone.

4.2 Effecting the novation

The Principal acknowledges that:

- (a) from the Effective Date, LLB has replaced the VC Contractor under the Station Delivery Deed in accordance with this deed and the Principal must comply with the Station Delivery Deed on that basis; and
- (b) it will sign or complete any other documents necessary to effect the assignment and transfer contemplated in clause 34.1(c) of the Station Delivery Deed.

4.3 Rights and obligations

From the Effective Date, LLB obtains all rights of the VC Contractor, and assumes all obligations of the VC Contractor, under the Station Delivery Deed, including those rights and obligations that arose before the Effective Date.

4.4 Performance before the Effective Date

- (a) The Principal acknowledges that LLB is discharged from the performance of any obligations under or in respect of the Station Delivery Deed that were discharged or satisfied by the VC Contractor before the Effective Date.



- (b) LLB acknowledges that the Principal is discharged from the performance of any obligations under or in respect of the Station Delivery Deed that were discharged or satisfied by the Principal before the Effective Date.

5 Release by Principal

- (a) The Principal, on and from the Effective Date, releases LLE from any:
- (1) obligation or liability under or in respect of the Station Delivery Deed; and
 - (2) any action, claim and demand it has, or but for this clause 5 would have had, against LLE under or in respect of the Station Delivery Deed,
- in each case, whether arising before or after the Effective Date.
- (b) The Principal gives this release regardless of when the obligation, liability, action, claim or demand arises and whether or not it is now or in the future aware of the facts and circumstances relevant to any obligation, liability, action, claim or demand.
- (c) LLB and LLE acknowledge and agree that:
- (1) the release in clause 5(a) does not affect the Principal's right to enforce against LLB the obligations, liabilities or Claims referred to in clause 5(a);
 - (2) the obligations, liabilities and Claims referred to in clause 5(a) are owed to, and exist in favour of, the Principal as a result of the novation under clause 4.1; and
 - (3) the release in clause 5(a) does not affect LLE's obligations under this deed.

6 Release by LLE

- (a) LLE, on and from the Effective Date, releases the Principal from any:
- (1) obligation and liability under or in respect of the Station Delivery Deed; and
 - (2) any action, claim and demand it has, or but for this clause 6 would have had, against the Principal under or in respect of the Station Delivery Deed,
- in each case, whether arising before or after the Effective Date.
- (b) LLE gives this release regardless of when the obligation, liability, action, claim or demand arises and whether or not it is now or in the future aware of the facts and circumstances relevant to any obligation, liability, action, claim or demand.
- (c) The Principal acknowledges and agrees that:
- (1) the release in clause 6(a) does not affect LLB's right to enforce against the Principal the obligations, liabilities or Claims referred to in clause 6(a);



- (2) the obligations, liabilities and Claims referred to in clause 6(a) are owed to, and exist in favour of, LLB as a result of the novation under clause 4.1; and
- (3) the release in clause 6(a) does not affect the Principal's obligations under this deed.

7 Amendments to Station Delivery Deed

From the Effective Date, the Station Delivery Deed is amended as set out in Schedule 2.

8 Effect of novation, assignment and amendment

8.1 Effect of novation, assignment and amendment

LLB acknowledges and agrees that the novation and assignment of the Station Delivery Deed pursuant to clause 4.1 and the amendments to the Station Delivery Deed pursuant to clause 7:

- (a) do not release or reduce the obligations or liabilities of LLB or the rights of the Principal under the Station Delivery Deed and any other VC Station Contract Document;
- (b) the costs associated with the assignment, novation and amendment of the Station Delivery Deed (including additional costs which arise as a result of procuring replacement resources) do not form part of or alter any relevant monetary amounts under the Station Delivery Deed, including the "Contract Sum", any "Delay Costs", any amounts calculated on termination of the Station Delivery Deed or any amounts referred to in the Contract Sum Schedule; and
- (c) are an event or circumstance which will or may affect the VC Contractor's Activities and LLB must review and, if necessary, update each Project Plan to take account of the amendment, assignment and novation (as applicable) of the Station Delivery Deed.

8.2 Liability of LLB

LLB acknowledges and agrees that:

- (a) as between the Principal and LLB, LLB remains liable to the Principal for any breach caused by or contributed by LLE or any act or omission of LLE which occurred in respect of the Station Delivery Deed before the Effective Date; and
- (b) any act or omission of LLE which occurred in respect of the Station Delivery Deed before the Effective Date will be treated as an act or omission of LLB for the purposes of the Station Delivery Deed.

8.3 Payment of monies

LLE acknowledges that, to the extent there are any moneys due and payable by the Principal to the "VC Contractor" under the Station Delivery Deed which become due and payable after the Effective Date, the Principal will pay such amounts to LLB only and no amounts will be payable to LLE under the Station Delivery Deed after the Effective Date.



8.4 No other amendments

Except as expressly amended by this deed and as contemplated under clause 34.1(c) of the Station Delivery Deed, no other amendments are made to the Station Delivery Deed nor are any other amendments to be inferred or implied, and in all other respects, the Station Delivery Deed is confirmed and remains in full force and effect.

9 Other actions

9.1 AEO Authorisation and ASA compliance

LLB acknowledges and agrees that:

- (a) as at the date of this deed, the AEO accreditation obtained by LLB does not satisfy all disciplines required for Sydney Metro City & Southwest; and
- (b) notwithstanding clause 9.1(a):
 - (1) LLB's obligations under the Station Delivery Deed regarding AEO authorisation and ASA compliance, including the obligations contained in the SWTC as modified by "Modification Order 010" issued by Sydney Metro on 12 May 2020, are not reduced, impacted or otherwise affected by the exit of LLE from the VC Contractor under this deed; and
 - (2) LLB bears all risks associated with continued compliance with such provisions and will not be entitled to make any claim against the Principal arising out of or in connection with such risks, including a failure or delay in LLB obtaining the AEO accreditation for all required areas.

9.2 Personnel

LLB must, prior to the Effective Date, ensure that the personnel specified in Schedule A29 (*Personnel*) of the Station Delivery Deed are employed by LLB in the positions specified in Schedule A29 (*Personnel*) of the Station Delivery Deed in accordance with clause 8.6 of the Station Delivery Deed.

9.3 Certification of Design Documentation for Design Stage 3

Except to the extent that LLB has already done so in its own right prior to the Effective Date, LLB must, within 20 Business Days after the Effective Date, issue a new certificate in accordance with clause 4.6(b) of the Station Delivery Deed for any Design Documentation for Design Stage 3 that was submitted to the Principal's Representative pursuant to clause 4.5 of the Station Delivery Deed prior to the Effective Date which certifies that the relevant Design Documentation complies with all requirements of the Station Delivery Deed and is suitable for construction on the Effective Date.

9.4 Handover obligations

LLE must, within 20 Business Days after the Effective Date, give LLB possession of, and permit LLB to use, all Design Documentation, Material and other information in the possession of LLE (including copies and incomplete documents) required by LLB to undertake the VC Contractor's Activities.



9.5 Novation of Cooperation and Integration Deeds

LLB must, within 5 Business Days after the Effective Date, issue a notice in writing to:

- (a) the LW Contractor confirming that the Station Delivery Deed has been novated to LLB and that it has taken a novation of the LW CID in accordance with clause 6.10 of the LW CID; and
- (b) the TSE Contractor confirming that the Station Delivery Deed has been novated to LLB and that it has taken a novation of the TSE CID in accordance with clause 6.10 of the TSE CID.

9.6 IDAR Panel Agreement

- (a) The parties acknowledge and agree that, as contemplated under clause 34.1(c) of the Station Delivery Deed, with effect on and from the Effective Date:
 - (1) each reference to "VC Contractor" in the IDAR Panel Agreement is taken to be a reference to LLB only, and LLB assumes all rights and obligations of the "VC Contractor" under the IDAR Panel Agreement;
 - (2) LLE has no rights under the IDAR Panel Agreement; and
 - (3) the Principal's rights and obligations under the IDAR Panel Agreement continue in full force and effect as if references to the "VC Contractor" had always been references to LLB only.
- (b) At any time, if requested by the Principal, LLB must execute a separate IDAR Panel Agreement Accession Deed Poll in favour of the Principal, the Members of the IDAR Panel and the Continuing Parties (as defined in the IDAR Panel Agreement).

9.7 Independent Certifier Deed – Novation Deed

- (a) The parties acknowledge and agree that, as contemplated under clause 34.1(c) of the Station Delivery Deed and clause 12.10(b)(ii) of the Independent Certifier Deed, with effect on and from the Effective Date:
 - (1) each reference to "VC Contractor" in the Independent Certifier Deed is taken to be a reference to LLB only, and LLB assumes all rights and obligations of the "VC Contractor" under the Independent Certifier Deed;
 - (2) LLE has no rights under the Independent Certifier Deed; and
 - (3) the Principal's rights and obligations under the Independent Certifier Deed continue in full force and effect as if references to the "VC Contractor" had always been references to LLB only.
- (b) The parties agree to use reasonable endeavours to procure that the Independent Certifier and any other person who has acceded to the Independent Certifier Deed executes the Independent Certifier Deed Novation Deed as set out in Schedule 6.

9.8 No impact on compliance with Laws or Approvals

LLB warrants that the assignment and novation of the Station Delivery Deed pursuant to clause 4.1 and the amendments to the Station Delivery Deed pursuant to clause 7 do not impact on the continued compliance with Laws or Approvals held by LLB and/or LLE



pursuant to the Station Delivery Deed (including any permits or certifications held by LLE or bonds or security put up by or undertakings made by LLE under any Approvals).

9.9 Insurance

- (a) To the extent the Principal has not prior to the date of this Deed effected any of the Insurances required to be effected by the Principal pursuant to clause 30.5 (*Principal's insurance*) of the Station Delivery Deed, LLB consents to the Principal not including LLE or the VC Contractor as insured parties to the relevant insurance policy schedule when the relevant insurance is effected.
- (b) In the event the Principal has prior to the date of this Deed already effected any of the insurances required to be effected by the Principal pursuant to clause 30.5 (*Principal's Insurance*) of the Station Delivery Deed, LLB consents to the Principal modifying the relevant insurance policy schedule to remove LLE and the VC Contractor as insured parties if the Principal so requires, provided that such amendment must only take effect from a date no earlier than the Effective Date so that LLE and the VC Contractor remain insured for loss or liability which occurred prior to the Effective Date.
- (c) Nothing in this clause 9.9 modifies the Principal's obligation to include LLB as an insured on the relevant insurance policy schedule when the relevant insurance is effected.

9.10 Notification of sale

- (a) LLB must notify the parties in writing that the sale of LLE has completed within 10 Business Days of such completion.
- (b) The notice issued by LLB pursuant to clause 9.10(a) must include the date of completion of the LLE sale.

10 LLE's ongoing obligations, releases and indemnities

10.1 Confidentiality obligations

Notwithstanding the novation of the Station Delivery Deed from LLE and the VC Contractor together to LLB alone, the amendments to the Station Delivery Deed pursuant to clause 7 and the sale of LLE, LLE agrees to comply with the terms and conditions of:

- (a) clause 33 (*Confidentiality and Permitted Disclosure*) of the Station Delivery Deed; and
- (b) clause 33 (*Confidentiality and Permitted Disclosure*) of the OSD PDA, as if those clauses were stated to apply to LLE and not the VC Contractor and VC Developer (respectively).

10.2 Information Document release and indemnity

- (a) Notwithstanding the novation of the Station Delivery Deed from LLE and the VC Contractor together to LLB alone, the sale of LLE, the amendments to the Station Delivery Deed pursuant to clause 7 and the amendments to the OSD PDA pursuant to clause 4 of the OSD PDA Deed of Amendment, LLE releases and indemnifies the Principal from and against:



- (1) any Claim against the Principal by, or Liability of the Principal to, any person; or
 - (2) (without being limited by clause 10.2(a)(1)) any Loss incurred by the Principal,
arising out of or in any way in connection with:
 - (3) the provision of, or the purported reliance upon, or use of, the Information Documents to or by LLE or its Associates or any other person to whom the Information Documents are or have been disclosed by LLE or a failure by the Principal to provide any information to LLE or its Associates; or
 - (4) the Information Documents being relied upon or otherwise used by LLE or its Associates, or by any other person to whom the Information Documents are or have been disclosed by LLE, in the preparation of any information or document, including any Information Document which is "misleading or deceptive" or "false and misleading" (within the meaning of those terms in sections 18 and 29 (respectively) of the Australian Consumer Law in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) or any equivalent provision of State or Territory legislation).
- (b) Notwithstanding clause 1.3, for the purposes of clause 10.2(a), a reference to "Information Documents" includes:
- (1) the "Information Documents" as defined in the Station Delivery Deed;
and
 - (2) the "Information Documents" as defined in the OSD PDA.

11 Representations and warranties

11.1 General representations and warranties of LLB and LLE

Each of LLB and LLE represent and warrants to each other party that:

- (a) **incorporation:** it is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;
- (b) **power and capacity:** it has full power and capacity to own its assets, and to enter into and perform its obligations under this deed;
- (c) **corporate authorisations:** it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (d) **binding obligations:** this deed constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms subject to any necessary stamping and registration and to equitable principles and laws generally affecting creditors rights; and
- (e) **no trust:** it enters into and performs this deed on its own account and not as trustee for or nominee of any other person.

11.2 General representations and warranties of the Principal

The Principal represents and warrants that:



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

11.3 Representations and warranties by LLB

- (a) LLB:
 - (1) must:
 - (A) ensure that, on or before the Effective Date, any Approvals that LLE and the VC Contractor have obtained, given or hold for the purpose of performing the VC Contractor's Activities, in connection with the Construction Site or Extra Land or to comply with Law applicable to the performance of the VC Contractor's Activities, will be transferred or novated to LLB or are otherwise valid for LLB in accordance with Law; and
 - (B) use best endeavours to ensure that any contract, deed, agreement or other document which LLE or the VC Contractor has entered into for the purposes of the Project or for the purpose of performing the VC Contractor's Activities is transferred, assigned or novated to LLB on or before the Effective Date and LLB must have any such contract, deed, agreement or other document transferred, assigned or novated to LLB on or before the date which is the earlier of:
 - (aa) 30 June 2020; and
 - (bb) the date that the sale of LLE completes.
- (b) For the purposes of clause 11.3(a)(1)(B) and subject to 11.3(c), LLB must obtain the Principal's consent to any transfer, assignment or novation to the extent the Principal's consent is required under the Station Delivery Deed in order to proceed with such transfer, assignment or novation.
- (c) Without limiting clauses 17.2 and 17.4 of the Station Delivery Deed and subject to clause 11.3(d) below, the Principal consents to any Significant Subcontract or Nominated Subcontract which has been entered into by LLE and/or the VC Contractor prior to the date of this deed (**LLE Subcontract**) being novated from LLE and/or the VC Contractor (as applicable) to LLB alone.
- (d) Notwithstanding clause 11.3(c), the Principal does not consent to any amendments to any LLE Subcontract or any other provisions in connection with the novation which:
 - (1) may in any way impact on the rights or increase the liabilities or obligations of the Principal; or



- (2) are not required to replace references to LLE and/or the VC Contractor (as applicable) with references to LLB for the purposes of reflecting the novation.
- (e) LLB must promptly, and in any case within 10 Business Days of the novation taking effect, provide the Principal with a copy of the document effecting the relevant novation.
- (f) LLB warrants that, notwithstanding the sale of LLE and the novation of the Station Delivery Deed, LLB must ensure that, with respect to the insurances the VC Contractor is required to effect and maintain under the Station Delivery Deed, LLE will remain insured for all liabilities arising from the activities of LLE prior to the Effective Date.

11.4 Repetition of representations and warranties

The representations and warranties in this clause 11 are taken to be repeated on the Effective Date, on the basis of the facts and circumstances as at that date.

11.5 Reliance on representations and warranties

Each party acknowledges that each other party has executed this deed and agreed to take part in the transactions that it contemplates in reliance on the representations and warranties that are made or repeated in this clause 11.

12 Costs

- (a) Subject to clause 12(b), each party must pay its own costs and expenses in respect of the negotiation, preparation, execution, delivery and registration in respect of this deed.
- (b) Despite anything to the contrary in the Master Interface Protocols Deed Poll Novation Deed or the Independent Certifier Deed – Novation Deed, LLB must pay the Principal's reasonable costs and expenses (including legal costs and expenses) of and incidental to the negotiation, execution, delivery, registration and giving effect to this deed, the OSD PDA Deed of Amendment, the Master Interface Protocols Deed Poll Novation Deed and the Independent Certifier Deed – Novation Deed and the matters and actions contemplated by them.

13 General

13.1 Notices

- (a) Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this deed or the Station Delivery Deed sent to the Principal or LLB must be sent in accordance with the notice provisions in the Station Delivery Deed.
- (b) Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this deed or the Station Delivery Deed sent to LLE must be addressed as follows:

Address: Level 14, Tower Three, International Towers, Sydney,



Exchange Place, 300 Barangaroo Ave, Barangaroo NSW
2000

Email: [REDACTED]

Attention: [REDACTED]

13.2 Governing law and jurisdiction

- (a) This deed is governed by the law in force in the State of New South Wales, Australia.
- (b) Each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in the State of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

13.3 Further action to be taken at each party's own expense

Subject to clause 12(b), each party must, at its own expense, do all things and execute all documents necessary to give full effect to this deed and the transactions contemplated by it.

13.4 Counterparts

- (a) This deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this deed by signing any counterpart.

13.5 Prohibition and enforceability

- (a) Any provision of, or the application of any provision of, this deed or any Power which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this deed which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

13.6 Waivers

- (a) Waiver of any right arising from a breach of this deed or of any Power, arising upon default under this deed must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in exercise, or partial exercise, of a Power arising from a breach of this deed, or created or arising upon default under this deed, does not result in a waiver of that Power.

13.7 Variation

A variation of any term of this deed must be in writing and signed by the parties.



13.8 Cumulative rights

The Powers are cumulative and do not exclude any other right, power, authority, discretion or remedy of any party.

13.9 Assignment

A party may not assign or otherwise deal with any of its rights, interests or obligations under this deed without the prior written consent of the other party.

13.10 Survival

Any term which, by its nature, is intended to survive termination and any rights arising on or accruing before termination will survive rescission, termination or expiration of this deed.



Schedule 1 – Other documents

No.	Document	Parties	Form of Document
1.	OSD PDA Deed of Amendment	1. Sydney Metro 2. VC Developer	As attached at Schedule 3.
2.	Master Interface Protocols Deed Poll Novation Deed	1. Sydney Metro 2. LLB 3. LLE	As attached at Schedule 4.
3.	Replacement OSD D&C Side Deed	1. Sydney Metro 2. VC Developer 3. LLB 4. Original D&C Contractor Guarantor (as defined therein) 5. Replacement D&C Contractor Guarantor (as defined therein)	As attached at Schedule 5 but with Schedule 1 of that document populated.



Schedule 2 – Amendments to Station Delivery Deed

No.	Clause / Issue	Amendment
1.	3.4A. [REDACTED]	1. Insert new clause 3.4A [REDACTED] as follows: [REDACTED]



No.	Clause / Issue	Amendment



No.	Clause / Issue	Amendment
2.	32.1 VC Contractor Event of Default	<p>Insert new paragraphs (p) and (q) in clause 32.1 as follows:</p> <p>32.1 VC Contractor Event of Default</p> <p>Each of the following events is a VC Contractor Event of Default:</p> <p>...</p> <p>(p) [REDACTED] the VC Contractor fails to comply with clause 3.4A; and</p> <p>(q) [REDACTED] the "D&C Contractor" (as defined in the OSD D&C Side Deed) fails to comply with clause 1B(a) or clause 1B(c) of the OSD D&C Side Deed.</p>
3.	Schedule A1 (Reference Schedule), Item 1	<ol style="list-style-type: none"> Name: Delete the words "<i>the unincorporated joint venture comprising Lendlease Building Pty Limited and Lendlease Engineering Pty</i>" and replace with the words "<i>Lendlease Building Pty Ltd</i>". ABN: Delete the words "<i>Lendlease Engineering Pty Limited – ABN 40 000 201 516</i>".
4.	Schedule A1 (Reference Schedule), Item 3	Delete existing text in item 3 of Schedule A1 and mark as "Not used".
5.	Schedule A2 (Definitions)	<ol style="list-style-type: none"> Insert new definitions as follows: <p>[REDACTED]</p> <p>"OSD D&C Side Deed means the "D&C Side</p>



No.	Clause / Issue	Amendment
		<p><i>Deed" (as defined in the OSD PDA)."</i></p> <p>2. Amend the definition of Parent Company Guarantee to be as follows:</p> <p>"Parent Company Guarantee means any deed of guarantee and indemnity between the Principal and the VC Contractor Guarantor from time to time in the form of Schedule E6 (Parent Company Guarantee).</p> <p>3. Amend the definition of VC Contractor Guarantor to be as follows:</p> <p>"VC Contractor Guarantor means:</p> <p>(a) the "Guarantor" (as defined in the Parent Company Guarantee); or</p> <p>(b) where a replacement Parent Company Guarantee is provided pursuant to clause 3.4A or otherwise with the consent of the Principal, the guarantor under that replacement Parent Company Guarantee."</p>
6.	Schedule B16 [REDACTED]	<p>1. Delete the words "Lendlease Building Pty Limited (ABN 97 000 098 162) and Lendlease Engineering Pty Limited (ABN 40 000 201 516) (together, the VC Contractor)" and replace with the words "Lendlease Building Pty Limited (ABN 97 000 098 162) (the VC Contractor)".</p>
7.	Schedule D18 (<i>Form of Miller Street Property Lease</i>), Item 3 of Information Table	<p>1. Name: Delete the words "the unincorporated joint venture comprising Lendlease Building Pty Limited and Lendlease Engineering Pty" and replace with the words "Lendlease Building Pty Ltd".</p> <p>2. ABN: Delete the words "Lendlease Engineering Pty Limited – ABN 40 000 201 516".</p>



HERBERT
SMITH
FREEHILLS

Schedule 3 – OSD PDA Deed of Amendment



Execution Version

Victoria Cross Integrated Station
Development - Over Station Development
Project Delivery Agreement
Deed of Amendment

Sydney Metro

ABN 12 354 063 515

and

Lendlease (Victoria Cross) Pty Limited ACN 630 332

268 as trustee for Lendlease Victoria Cross Trust

ABN 26 397 448 085

2020

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THIS DEED is made on

2020

BETWEEN:

- (1) **Sydney Metro** ABN 12 354 063 515, a NSW Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW) of Level 43, 680 George Street, Sydney NSW 2000 (the **Principal**); and
- (2) **Lendlease (Victoria Cross) Pty Limited** ACN 630 332 268 as trustee for Lendlease Victoria Cross Trust ABN 26 397 448 085 (the **VC Developer**).

RECITALS:

- (A) The Principal and the VC Developer are parties to the OSD PDA. The Principal and the VC Contractor are parties to the Station Delivery Deed.
- (B) LLB has advised the Principal that LLE is being sold and exiting the unincorporated joint venture that comprises the VC Contractor. LLB has proposed that the Station Delivery Deed be novated from LLE and the VC Contractor together to LLB alone, with such novation to take effect on and from the Effective Date.
- (C) The Principal, the VC Contractor, LLB and LLE have entered into the Station Delivery Deed – Deed of Novation, under which the parties to that deed agree to novate the Station Delivery Deed and agree certain amendments to the Station Delivery Deed to give effect to the exit of LLE.
- (D) Certain consequential amendments are required to the OSD PDA as a result of the novation of the Station Delivery Deed and the amendments proposed under the Station Delivery Deed – Deed of Novation.
- (E) This deed confirms the amendments to the OSD PDA agreed by the Principal and the VC Developer.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed, unless the contrary intention appears:

Effective Date means the "Effective Date" as defined in the Station Delivery Deed – Deed of Novation.

LLB means Lendlease Building Pty Limited ABN 97 000 098 162.

LLE means Lendlease Engineering Pty Ltd ABN 40 000 201 516.

OSD PDA means the deed entitled "Victoria Cross Integrated Station Development - Over Station Development Project Delivery Agreement (Contract No. 504)" between the Principal and the VC Developer dated 20 December 2018.

Power means any right, power, authority, discretion or remedy conferred on a party under or by the virtue of this deed or applicable law.

Station Delivery Deed means the deed entitled "Victoria Cross Integrated Station Development – Station Delivery Deed (Contract No. 504)" between the Principal and the VC Contractor dated 20 December 2018, as amended by the deed titled "Victoria Cross Integrated Station Development Deed of Amendment – Station Delivery Deed" between the Principal and the VC Contractor dated 2 June 2020.

Station Delivery Deed – Deed of Novation means the deed entitled "Victoria Cross Integrated Station Development – Station Delivery Deed Assignment and Novation Deed" between the Principal, the VC Contractor, LLB and LLE, dated on or around the date of this deed.

VC Contractor means the unincorporated joint venture comprising LLB and LLE.

1.2 Interpretation

In this deed:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this deed;
- (d) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document; and
- (e) a reference to a party to a document includes that party's successors and permitted assignees.

1.3 Terms defined in the OSD PDA

Capitalised terms not defined in this deed having the meaning given to them in the OSD PDA.

1.4 **Interpretation of inclusive expressions**

Specifying anything in this deed after the words 'include' or 'for example' or similar expressions does not limit what else is included.

1.5 **Business Day**

If an act must be done on or by a specified day which is not a Business Day, it must be done instead on or by the next Business Day.

2. **CONSIDERATION**

Each party acknowledges that it has received valuable consideration for entering into this deed.

3. **EFFECTIVE DATE**

3.1 **Notification of Effective Date**

- (a) The Principal may provide notice to the VC Developer promptly following the Effective Date occurring.
- (b) Notwithstanding clause 3.1(a), the VC Developer:
 - (i) acknowledges that a Related Entity of the VC Developer is a party to the Station Delivery Deed – Deed of Novation; and
 - (ii) must arrange for such Related Entity to notify the VC Developer of the Effective Date.

3.2 **Result of Effective Date not occurring**

- (a) If the Effective Date has not occurred by 30 June 2020, then:
 - (i) the Principal may, before the Effective Date, terminate this deed by giving written notice to the VC Developer; and
 - (ii) this deed shall terminate on the date of the notice issued by the Principal pursuant to clause 3.2(a)(i).
- (b) If this deed is terminated pursuant to clause 3.2(a) then, subject to clause 12(b) of the Station Delivery Deed – Deed of Novation, neither party will have any Claim against the other party under or in respect of this deed.

4. **AMENDMENTS TO OSD PDA**

4.1 **Amendments to OSD PDA**

On and from the Effective Date, the OSD PDA is amended as set out in Schedule 1.

4.2 **Effect of amendment**

Except as expressly amended by this deed (including clause 4.1), no other amendments are made to the OSD PDA nor are any other amendments to be inferred or implied, and in all other respects the OSD PDA is confirmed and remains in full force and effect.

5. **INSURANCE**

- (a) To the extent the Principal has not, prior to the date of this deed, effected any of the Insurances required to be effected by the Principal pursuant to clause 29.2

(*Principal's insurance*) of the OSD PDA, the VC Developer consents to the Principal not including LLE or the VC Contractor as insured parties to the relevant insurance policy schedule when the relevant insurance is effected.

- (b) In the event the Principal has prior to the date of this Deed already effected any of the insurances required to be effected by the Principal pursuant to clause 29.2 (*Principal's Insurance*) of the OSD PDA, the VC Developer consents to the Principal modifying the relevant insurance policy schedule to remove LLE and the VC Contractor as insured parties if the Principal so requires, provided that such amendment must only take effect from a date no earlier than the Effective Date so that LLE and the VC Contractor remain insured for loss or liability which occurred prior to the Effective Date.
- (c) Nothing in this clause 5 modifies the Principal's obligation to include LLB as an insured on the relevant insurance policy schedule when the relevant insurance is effected.

6. REPRESENTATIONS AND WARRANTIES

6.1 Representations and warranties of the Principal

The Principal represents and warrants that:

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

6.2 Representations and warranties of the VC Developer

The VC Developer represents and warrants that:

- (a) **incorporation:** it is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;
- (b) **power and capacity:** it has full power and capacity to own its assets, and to enter into and perform its obligations under this deed;
- (c) **corporate authorisations:** it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms; and
- (d) **binding obligations:** this deed constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms subject to any necessary stamping and registration and to equitable principles and laws generally affecting creditors rights.

6.3 VC Developer as trustee

- (a) In this clause 6.3, **Trustee** means Lendlease (Victoria Cross) Pty Limited in its capacity as responsible entity and/or trustee of Lendlease Victoria Cross Trust (**Trust**).
- (b) (**Trustee representations and warranties**) The Trustee represents and warrants to the Principal, that as at the date of this deed:
 - (i) it has been and remains at all times validly appointed as trustee of the Trust and it is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;
 - (ii) it has the power under the terms of the Trust to enter into and comply with its obligations under this deed and none of its rights or powers as trustee (including, without limitation, its indemnity and lien) have been or will be prejudicially affected in any way by its entry into this deed or its compliance with its obligations under this deed;
 - (iii) it has carefully considered the purpose of this deed and considers that entry into this deed is for the benefit of the beneficiaries of the Trust, whose consents (if necessary) have been obtained and the terms of this deed are fair and reasonable;
 - (iv) it has a right to be fully indemnified out of the Trust assets in respect of obligations incurred by it under this deed and the assets of the Trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the trustee has a right to be indemnified out of the Trust assets;
 - (v) it is not, and has never been, in default under the terms of the Trust;
 - (vi) no action has been taken or proposed to terminate the Trust; and
 - (vii) it and its directors and other officers have complied with their obligations in connection with the Trust.
- (c) (**Trustee Limitation of Liability**)
 - (i) Subject to clause 6.3(c)(iv), the Trustee enters into this deed only in its capacity as trustee and/or responsible entity of the Trust and in no other capacity. A liability arising under or in connection with this deed is limited to and can be enforced against the Trustee only to the extent to which it can be satisfied out of the property of the Trust out of which the Trustee is actually indemnified for the liability. This limitation of the Trustee's liability applies despite any other provision of this deed and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to the deed.
 - (ii) The parties, other than the Trustee, may not sue the Trustee in any capacity other than as trustee of the Trust, including the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to the Trustee or prove in any liquidation, administration or arrangement of or affecting the Trustee (except in relation to property of the Trust).
 - (iii) The Trustee does not have to incur any obligation under this deed unless its liability in respect of that obligation is limited in the same manner as in this clause.

- (iv) The provisions of this clause shall not apply to any obligation or liability of the Trustee to the extent that it is not satisfied because under the trust deed establishing the Trust or by operation of law there is a reduction in the extent of the Trustee's indemnification out of the assets of the Trust, as a result of the Trustee's fraud, negligence, breach of trust or Wilful Misconduct.

6.4 **Repetition of representations and warranties**

The representations and warranties in this clause 6 are taken to be repeated on the Effective Date, on the basis of the facts and circumstances as at that date.

6.5 **Reliance on representations and warranties**

Each party acknowledges that the other has executed this deed and agreed to take part in the transactions that it contemplates in reliance of the representations and warranties that are made or repeated in this clause 6.

7. **COSTS**

Subject to clause 12(b) of the Station Delivery Deed – Deed of Novation, as between the Principal and the VC Developer, each party agrees to pay its own costs and expenses (including legal costs and expenses) of and incidental to the negotiation, execution and giving effect to this deed and the matters and actions contemplated by it.

8. **GENERAL**

8.1 **Notices**

Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this deed or the OSD PDA sent to the Principal or the VC Developer must be sent in accordance with the notice provisions in the OSD PDA.

8.2 **Governing law and jurisdiction**

- (a) This deed is governed by the law in force in the State of New South Wales, Australia.
- (b) Each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in the State of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

8.3 **Further action to be taken at each party's own expense**

Subject to clause 7, each party must, at its own expense, do all things and execute all documents necessary to give full effect to this deed and the transactions contemplated by it.

8.4 **Counterparts**

- (a) This deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this deed by signing any counterpart.

8.5 **Prohibition and enforceability**

- (a) Any provision of, or the application of any provision of, this deed or any Power which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this deed which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

8.6 **Waiver**

- (a) Waiver of any right arising from a breach of this deed or of any Power, arising upon default under this deed must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in exercise, or partial exercise, of a Power arising from a breach of this deed, or created or arising upon default under this deed, does not result in a waiver of that Power.

8.7 **Variation**

A variation of any term of this deed must be in writing and signed by the parties.

8.8 **Cumulative rights**

The Powers are cumulative and do not exclude any other right, power, authority, discretion or remedy of any party.

8.9 **Assignment**

A party may not assign or otherwise deal with any of its rights, interests or obligations under this deed other than in accordance with clause 34 of the OSD PDA.

8.10 **Survival**

Any term which, by its nature, is intended to survive termination and any rights arising on or accruing before termination will survive rescission, termination or expiration of this deed.

SCHEDULE 1

Amendments to OSD PDA

No.	Clause / Issue	Amendment
1.	Schedule A1 (Reference Schedule), Item 2	<ul style="list-style-type: none"> ▪ Name: Delete the words "Lendlease Building Pty Limited (LLB) & Lendlease Engineering Pty Limited (LLE) Unincorporated Joint Venture" and replace with "Lendlease Building Pty Limited (LLB)". ▪ ABN: Delete the words "LLE: 40 000 201 516".
2.	Schedule A1 (Reference Schedule), Item 5	<ul style="list-style-type: none"> ▪ Delete existing text in item 5 of Schedule A1 and mark as "Not used".
3.	Schedule A2 (Definitions)	<ul style="list-style-type: none"> ▪ Amend the definition of D&C Contractor Guarantor to be as follows: <i>D&C Contractor Guarantor has the same meaning as in the D&C Side Deed.</i>
4.	Schedule D4 (Form of OSD Commercial Lots Call Option Deed), Clause 1.1	<ul style="list-style-type: none"> ▪ Delete the definition of "Station Delivery Deed" and replace with "Station Delivery Deed means the deed titled Victoria Cross Integrated Station Development – Station Delivery Deed" (Contract No: 504) dated 20 December 2018, as amended by the deed titled "Victoria Cross Integrated Station Development Deed of Amendment – Station Delivery Deed" between the Principal and the VC Contractor dated 2 June 2020 and as novated and further amended by a deed of novation and amendment dated [#] between the Principal and Lendlease Building Pty Limited ABN 97 000 098 162 in relation to the construction of the Victoria Cross Station."
5.	Schedule D5 (Form of Retail Lot Call Option Deed), Clause 1.1	<ul style="list-style-type: none"> ▪ Delete the definition of "Station Delivery Deed" and replace with "Station Delivery Deed means the deed titled Victoria Cross Integrated Station Development – Station Delivery Deed" (Contract No: 504) dated 20 December 2018, as amended by the deed titled "Victoria Cross Integrated Station Development Deed of Amendment – Station Delivery Deed" between the Principal and the VC Contractor dated 2 June 2020 and as novated and further amended by a deed of novation and amendment dated [#] between the Principal and Lendlease Building Pty Limited ABN 97 000 098 162 in relation to the construction of the Victoria Cross Station."
6.	Schedule D7 (Form of Concourse Lease Call Option Deed), Clause 1.1	Delete the definition of "Station Delivery Deed" and replace with " Station Delivery Deed means the deed titled Victoria Cross Integrated Station Development – Station Delivery Deed" (Contract No: 504) dated 20 December 2018, as amended by the deed titled "Victoria

No.	Clause / Issue	Amendment
		<p>Cross Integrated Station Development Deed of Amendment - Station Delivery Deed" between the Principal and the VC Contractor dated 2 June 2020 and as novated and further amended by a deed of novation and amendment dated [#] June 2020 between the Principal and Lendlease Building Pty Limited ABN 97 000 098 162 in relation to the construction of the Victoria Cross Station."</p>

EXECUTED as a deed.

VC Developer

Signed sealed and delivered for
**Lendlease (Victoria Cross) Pty
Limited as trustee for
Lendlease Victoria Cross Trust**
by its joint attorneys

sign here



Attorney

Attorney

*print
name*

in the presence of

sign here



Witness

Witness

*print
name*

Principal

Signed sealed and delivered by
Sydney Metro by its duly
authorised delegate

in the presence of

sign here



Signature of authorised delegate

sign here



Signature of Witness

print name

print name



HERBERT
SMITH
FREEHILLS

Schedule 4 – Master Interface Protocols Deed Poll Novation Deed



Victoria Cross Integrated Station Development Master Interface Protocols Deed Poll Assignment and Novation Deed

Sydney Metro

ABN 12 354 063 515

and

The unincorporated joint venture comprising Lendlease
Building Pty Limited and Lendlease Engineering Pty
Limited

Lendlease Building Pty Limited

ABN 97 000 098 162

Lendlease Engineering Pty Limited

ABN 40 000 201 516

and

Lendlease Engineering Pty Limited

ABN 40 000 201 516

and

Lendlease Building Pty Limited

ABN 97 000 098 162

2020

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THIS DEED is made on

2020

BETWEEN:

- (1) **Sydney Metro** ABN 12 354 063 515, a NSW Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW) and located at Level 43, 680 George Street, Sydney NSW 2000 (the **Principal**);
- (2) the unincorporated joint venture comprising **Lendlease Building Pty Limited** ABN 97 000 098 162 and **Lendlease Engineering Pty Limited** ABN 40 000 201 516 of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000 (the **VC Contractor**);
- (3) **Lendlease Engineering Pty Limited** ABN 40 000 201 516 of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000 (**LLE**); and
- (4) **Lendlease Building Pty Limited** ABN 97 000 098 162 of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Ave, Barangaroo NSW 2000 (**LLB**).

RECITALS:

- (A) The VC Contractor entered into the MIPDP in favour of the Principal.
- (B) LLB has advised the Principal that LLE is being sold and exiting the unincorporated joint venture that comprises the VC Contractor. LLB has proposed that the Station Delivery Deed be novated from LLE and the VC Contractor together to LLB alone on the terms set out in the Station Delivery Deed – Deed of Novation. In connection with the novation of the Station Delivery Deed, LLB has proposed that the MIPDP be novated from LLE and the VC Contractor together to LLB alone, with such novation to take effect on and from the Effective Date.
- (C) By this deed, and in accordance with clause 34.1(c) of the Station Delivery Deed, the parties agree to novate the MIPDP on the terms of this deed so that LLB is the only party entering into the MIPDP in favour of the Principal.

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

Conditions Precedent means the execution of each of the documents identified in Schedule 1 of this deed in the form required by Schedule 1 of this deed by each of the parties to them and all conditions precedent in those documents (as relevant) having been satisfied.

Effective Date means the date all Conditions Precedent are satisfied.

MIPDP means Sydney Metro City & Southwest Master Interface Protocols Deed Poll made by the VC Contractor in favour of the Principal dated 10 September 2019.

OSD PDA Deed of Amendment means Victoria Cross Integrated Station Development – Over Station Development Project Delivery Agreement Deed of Amendment between the Principal and the VC Developer dated on or about the date of this deed.

Power means any right, power, authority, discretion or remedy conferred on a party under or by the virtue of this deed or applicable law.

Station Delivery Deed means Victoria Cross Integrated Station Development – Station Delivery Deed (Contract No. 504) between the Principal and the VC Contractor dated 20 December 2018, as amended by the deed titled "Victoria Cross Integrated Station Development Deed of Amendment – Station Delivery Deed" between the Principal and the VC Contractor dated 2 June 2020.

Station Delivery Deed – Deed of Novation means Victoria Cross Integrated Station Development – Station Delivery Deed Assignment and Novation Deed between the Principal, the VC Contractor, LLE and LLB dated on or about the date of this deed.

1.2 Interpretation

In this deed:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this deed;
- (d) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document; and
- (e) a reference to a party to a document includes that party's successors and permitted assignees.

1.3 Terms defined in the Station Delivery Deed

Capitalised terms not defined in this deed have the meaning given to them in the Station Delivery Deed.

1.4 Interpretation of inclusive expressions

Specifying anything in this deed after the words 'include' or 'for example' or similar expressions does not limit what else is included.

1.5 Business Day

If an act must be done on or by a specified day which is not a Business Day, it must be done instead on or by the next Business Day.

2. CONSIDERATION

Each party acknowledges that it has received valuable consideration for entering into this deed.

3. CONDITIONS PRECEDENT

3.1 Satisfaction of Conditions Precedent

Each party must execute the documents listed in Schedule 1 in respect of which that party is listed as a party, and in the form required by Schedule 1.

3.2 Notification of satisfaction of Conditions Precedent

The VC Contractor must provide notice to the Principal promptly following each of the Conditions Precedent being satisfied.

3.3 Result of non—satisfaction of Conditions Precedent

- (a) If the Effective Date has not occurred by 30 June 2020, then:
 - (i) the Principal may, before the Effective Date, terminate this deed by giving written notice to each party; and
 - (ii) this deed shall terminate on the date of the notice issued by the Principal pursuant to clause 3.3(a)(i).
- (b) If this deed is terminated pursuant to clause 3.3(a) then neither party will have any Claim against the other party under or in respect of this deed.

4. ASSIGNMENT AND NOVATION

4.1 MIPDP assigned and novated

From the Effective Date, and in accordance with clause 34.1(c) of the Station Delivery Deed:

- (a) LLE and LLB together assign all of their rights and interests (if any) in the MIPDP and novate all of their obligations and liabilities under and in connection with the MIPDP, in each case whether arising before or after the Effective Date, to LLB alone to the effect that LLB replaces the VC Contractor under the MIPDP as if LLB alone was a party to the MIPDP;
- (b) each reference to "Contractor" in the MIPDP is taken to be a reference to LLB only;
- (c) LLB alone is bound by and must comply with the MIPDP; and
- (d) LLB assumes:
 - (i) all rights (if any), obligations and liabilities of the "Contractor" under the MIPDP (including those obligations and liabilities arising from a breach by, or caused by or contributed by an act or omission of, LLE or the VC Contractor); and
 - (ii) responsibility for all claims, actions, demands or proceedings subsisting against LLE or the VC Contractor under in connection with the MIPDP,as if references to the "Contractor" had always been references to LLB alone.

4.2 Effecting the novation

The Principal acknowledges that:

- (a) from the Effective Date, LLB has replaced the VC Contractor under the MIPDP in accordance with this deed; and
- (b) it will sign or complete any other documents necessary to effect the assignment and transfer contemplated in clause 34.1(c) of the Station Delivery Deed.

4.3 **Rights and obligations**

From the Effective Date, LLB obtains all rights (if any) of the VC Contractor, and assumes all obligations of the VC Contractor, under the MIPDP, including those rights and obligations that arose before the Effective Date.

4.4 **Performance before the Effective Date**

- (a) The Principal acknowledges that from the Effective Date, LLB is discharged from the performance of any obligations under or in respect of the MIPDP that were discharged or satisfied by the VC Contractor before the Effective Date.
- (b) LLB acknowledges that from the Effective Date, the Principal is discharged from the performance of any obligations (if any) under or in respect of the MIPDP that were discharged or satisfied by the Principal before the Effective Date.

5. **RELEASE BY PRINCIPAL**

- (a) The Principal, on and from the Effective Date, releases LLE from any:
 - (i) obligation or liability it has under or in respect of the MIPDP; and
 - (ii) action, Claim and demand it has, or but for this clause 5 would have had, against LLE under or in respect of the MIPDP,in each case, whether arising before or after the Effective Date.
- (b) The Principal gives this release regardless of when the obligation, liability, action, Claim or demand arises and whether or not it is now or in the future aware of the facts and circumstances relevant to any obligation, liability, action, Claim or demand.
- (c) LLB and LLE acknowledge and agree that:
 - (i) the release in clause 5(a) does not affect the Principal's right to enforce against LLB the obligations, liabilities or Claims referred to in clause 5(a);
 - (ii) the obligations, liabilities and Claims referred to in clause 5(a) are owed to, and exist in favour of, the Principal as a result of the novation under clause 4.1; and
 - (iii) the release in clause 5(a) does not affect LLE's obligations under this deed.

6. **RELEASE BY LLE**

- (a) LLE, on and from the Effective Date, releases the Principal from any:
 - (i) obligation and liability (if any) it has under or in respect of the MIPDP; and
 - (ii) action, Claim and demand it has, or but for this clause 6 would have had, against the Principal under or in respect of the MIPDP,in each case, whether arising before or after the Effective Date.
- (b) LLE gives this release regardless of when the obligation, liability, action, Claim or demand arises and whether or not it is now or in the future aware of the facts and circumstances relevant to any obligation, liability, action, Claim or demand.
- (c) The Principal acknowledges and agrees that:

- (i) the release in clause 6(a) does not affect LLB's right to enforce against the Principal the obligations, liabilities or Claims referred to in clause 6(a);
- (ii) the obligations, liabilities and Claims referred to in clause 6(a) are owed to, and exist in favour of, LLB as a result of the novation under clause 4.1; and
- (iii) the release in clause 6(a) does not affect the Principal's obligations under this deed.

7. EFFECT OF NOVATION AND ASSIGNMENT

7.1 Effect of novation and assignment

- (a) LLB acknowledges and agrees that the novation and assignment of the MIPDP pursuant to clause 4.1 do not release or reduce the obligations or liabilities of LLB or the rights of the Principal under the MIPDP and any other VC Station Contract Document.
- (b) For the avoidance of doubt, the parties acknowledge and agree that nothing in this deed creates any obligations or liabilities of the Principal under or in respect of the MIPDP that did not already exist prior to the Effective Date.

7.2 Liability of LLB

LLB acknowledges and agrees that:

- (a) as between the Principal and LLB, LLB remains liable to the Principal for any breach caused by or contributed by LLE or any act or omission of LLE which occurred in respect of the MIPDP before the Effective Date; and
- (b) any act or omission of LLE which occurred in respect of the MIPDP before the Effective Date will be treated as an act or omission of LLB for the purposes of the MIPDP.

7.3 No other amendments

Except as expressly set out in this deed and as contemplated under clause 34.1(c) of the Station Delivery Deed, no other amendments are made to the MIPDP nor are any other amendments to be inferred or implied, and in all other respects, the MIPDP is confirmed and remains in full force and effect.

8. LLE'S CONFIDENTIALITY OBLIGATIONS

Notwithstanding the novation of the MIPDP, LLE agrees to continue to comply with the terms and conditions of clause 7 (*Confidential information and privacy*) of the MIPDP as it relates to LLE.

9. REPRESENTATIONS AND WARRANTIES

9.1 General representations and warranties of LLB and LLE

Each of LLB and LLE represent and warrants to each other party that:

- (a) (**incorporation**) it is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;
- (b) (**power and capacity**) it has full power and capacity to own its assets, and to enter into and perform its obligations under this deed;

- (c) (**corporate authorisations**) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (d) (**binding obligations**) this deed constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms subject to any necessary stamping and registration and to equitable principles and laws generally affecting creditors rights; and
- (e) (**no trust**) it enters into and performs this deed on its own account and not as trustee for or nominee of any other person.

9.2 **General representations and warranties of the Principal**

The Principal represents and warrants that:

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

9.3 **Repetition of representations and warranties**

The representations and warranties in this clause 9 are taken to be repeated on the Effective Date, on the basis of the facts and circumstances as at that date.

9.4 **Reliance on representations and warranties**

Each party acknowledges that each other party has executed this deed and agreed to take part in the transactions that it contemplates in reliance on the representations and warranties that are made or repeated in this clause 9.

10. **COSTS**

Each party must pay its own costs and expenses in respect of the negotiation, preparation, execution, delivery and registration in respect of this deed.

11. **GENERAL**

11.1 **Notices**

- (a) Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this deed or the MIPDP sent to the Principal or LLB must be sent in accordance with the notice provisions in the MIPDP.
- (b) Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this deed or the MIPDP sent to LLE must be addressed as follows:

Address: Level 14, Tower Three, International Towers, Sydney,
Exchange Place, 300 Barangaroo Ave,
Barangaroo NSW 2000

Email:

Attention:

11.2 **Governing law and jurisdiction**

- (a) This deed is governed by the law in force in the State of New South Wales, Australia.
- (b) Each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in the State of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

11.3 **Further action to be taken at each party's own expense**

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this deed and the transactions contemplated by it.

11.4 **Counterparts**

- (a) This deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this deed by signing any counterpart.

11.5 **Prohibition and enforceability**

- (a) Any provision of, or the application of any provision of, this deed or any Power which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this deed which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

11.6 **Waivers**

- (a) Waiver of any right arising from a breach of this deed or of any Power, arising upon default under this deed must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in exercise, or partial exercise, of a Power arising from a breach of this deed, or created or arising upon default under this deed, does not result in a waiver of that Power.

11.7 **Variation**

A variation of any term of this deed must be in writing and signed by the parties.

11.8 Cumulative rights

The Powers are cumulative and do not exclude any other right, power, authority, discretion or remedy of any party.

11.9 Assignment

A party may not assign or otherwise deal with any of its rights, interests or obligations under this deed without the prior written consent of the other party.

11.10 Survival

Any term which, by its nature, is intended to survive termination and any rights arising on or accruing before termination will survive rescission, termination or expiration of this deed.

SCHEDULE 1

Other documents

No.	Document	Parties	Form of Document
1.	Station Delivery Deed – Deed of Novation	<ol style="list-style-type: none">1. Sydney Metro2. VC Contractor3. LLB4. LLE	The form confirmed by the parties in writing as the 'agreed form' for the purposes of this deed on or about the date of this deed.
2.	OSD PDA Deed of Amendment	<ol style="list-style-type: none">1. Sydney Metro2. VC Developer	As attached at Schedule 3 to the Station Delivery Deed – Deed of Novation.

EXECUTED as a deed.

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

LLE

Signed sealed and delivered for
Lendlease Engineering Pty Limited
by its attorney

in the presence of

sign here

sign here



Attorney

Witness

print name _____

print name _____

LLB

Signed sealed and delivered for
Lendlease Building Pty Ltd
by its attorney

in the presence of

sign here

sign here



Attorney

Witness

print name _____

print name _____

PRINCIPAL

Signed sealed and delivered by
Sydney Metro by its duly
authorised delegate

in the presence of

sign here

sign here



Signature of authorised delegate

Signature of Witness

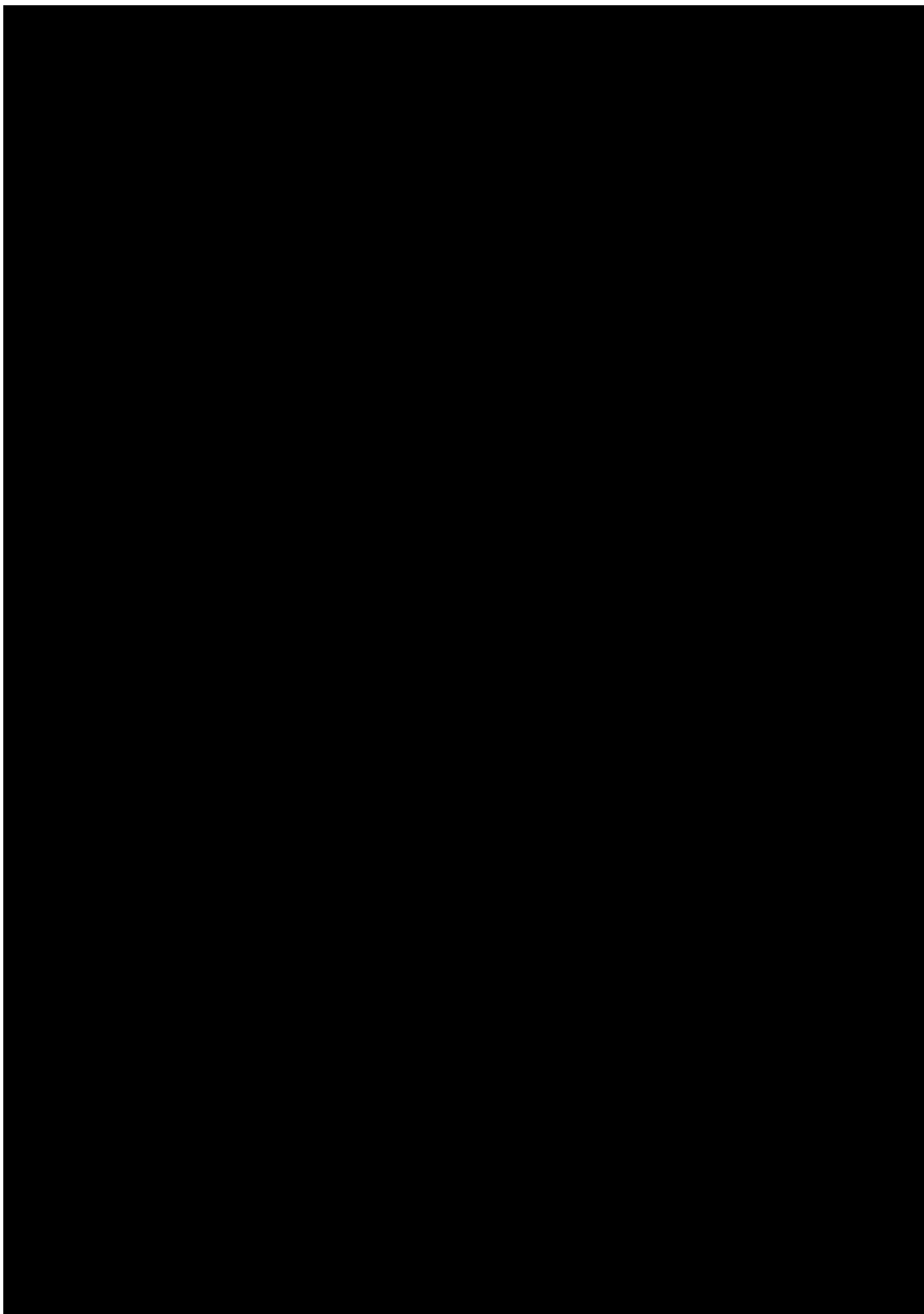
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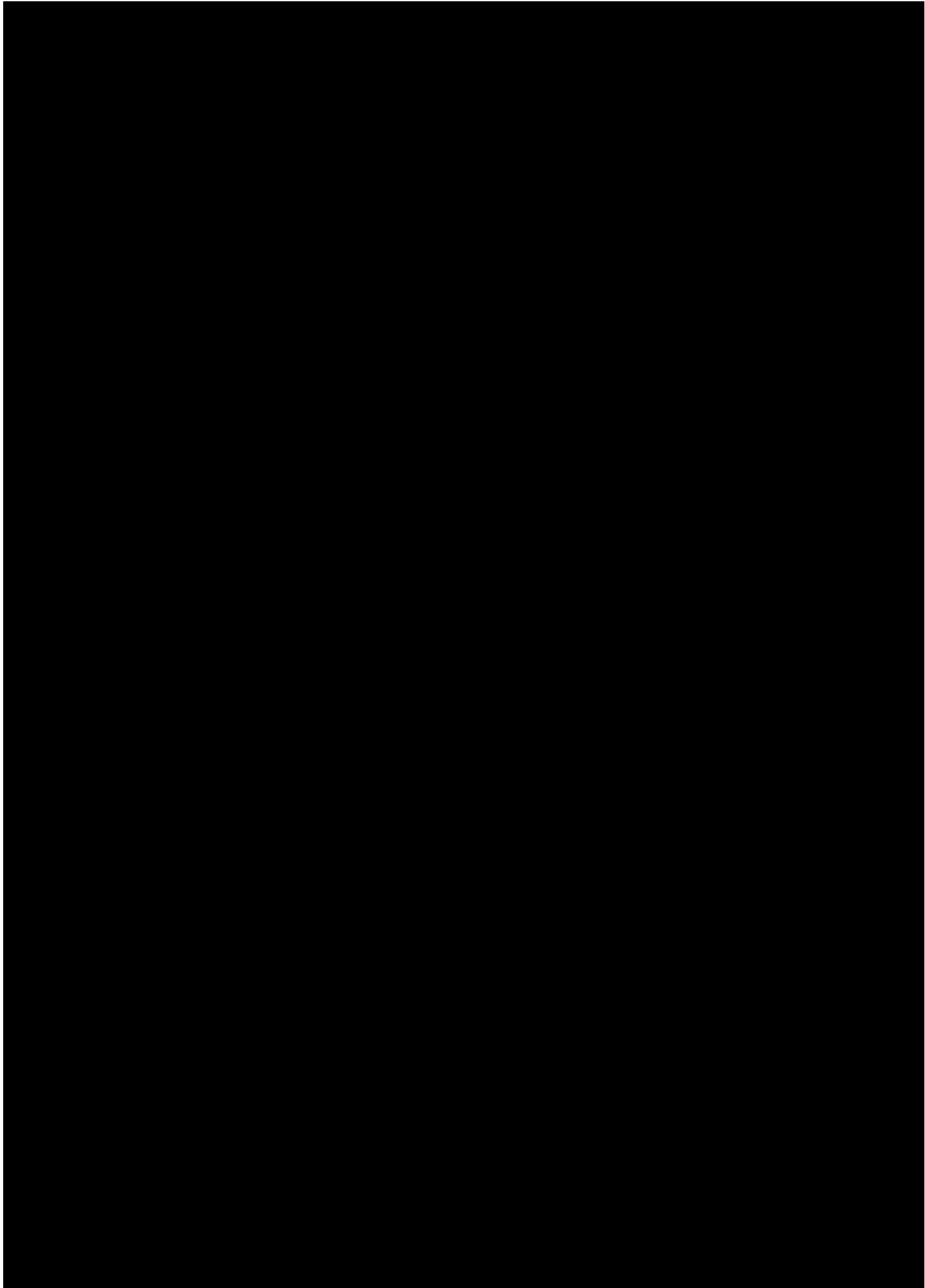
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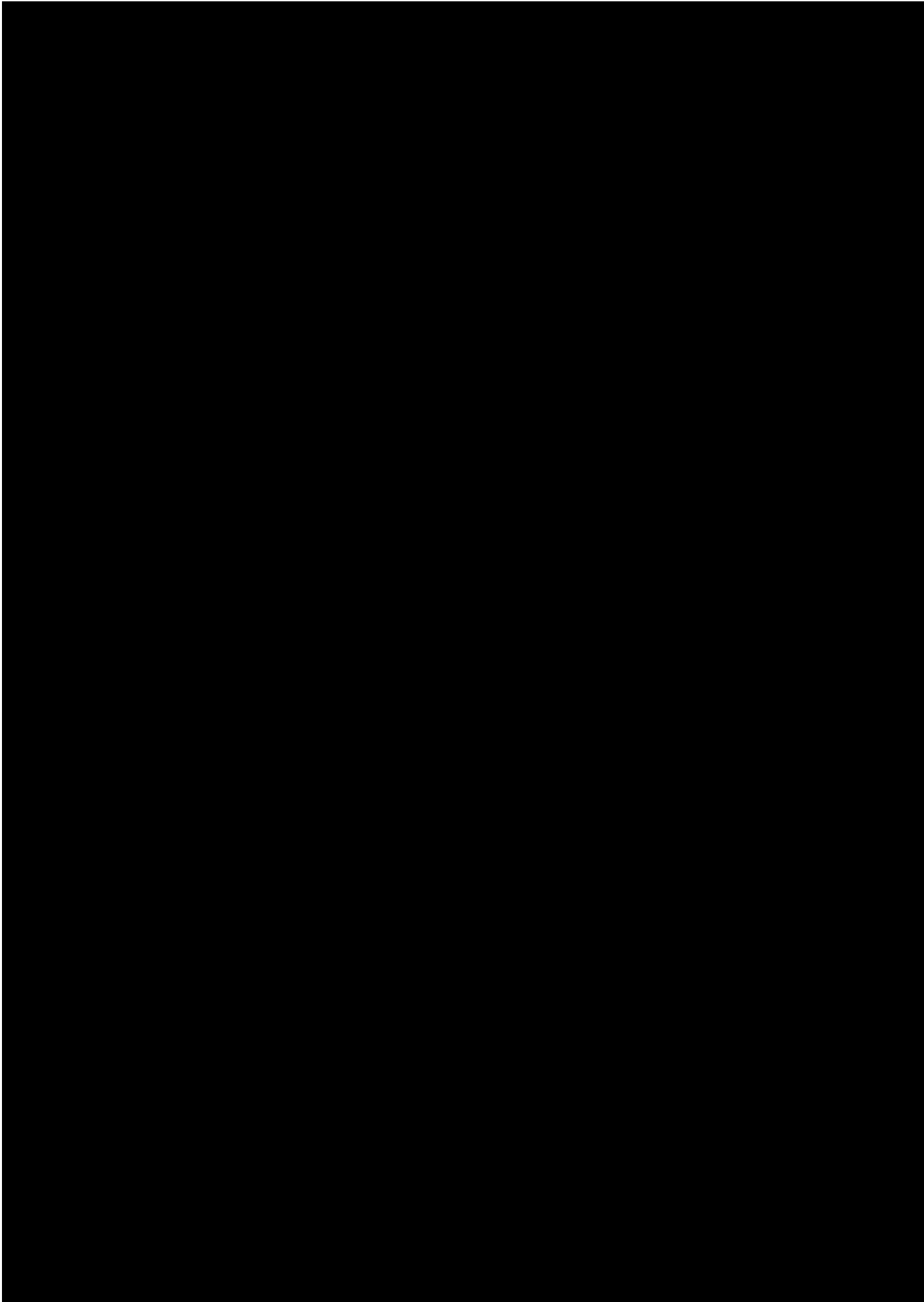


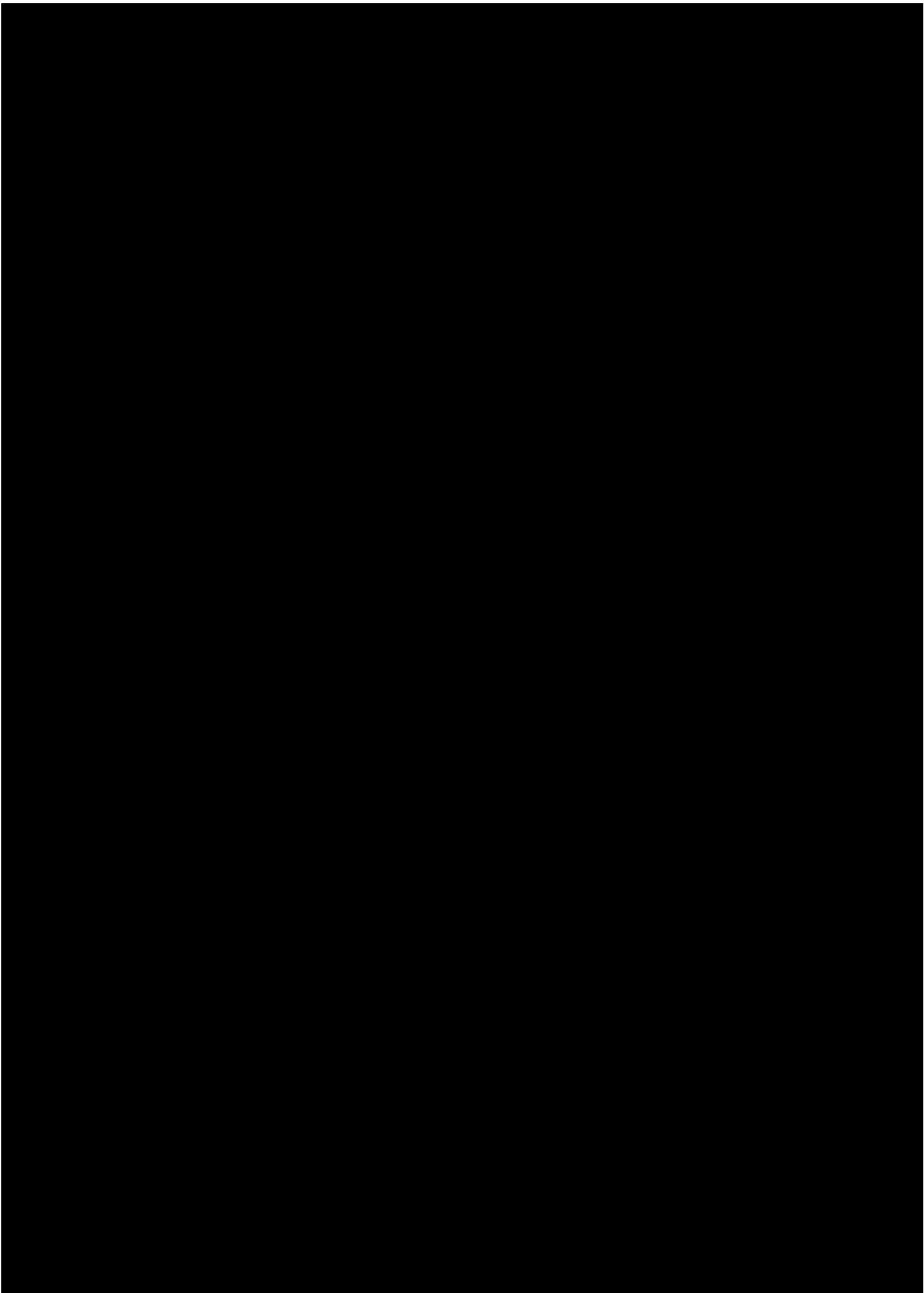
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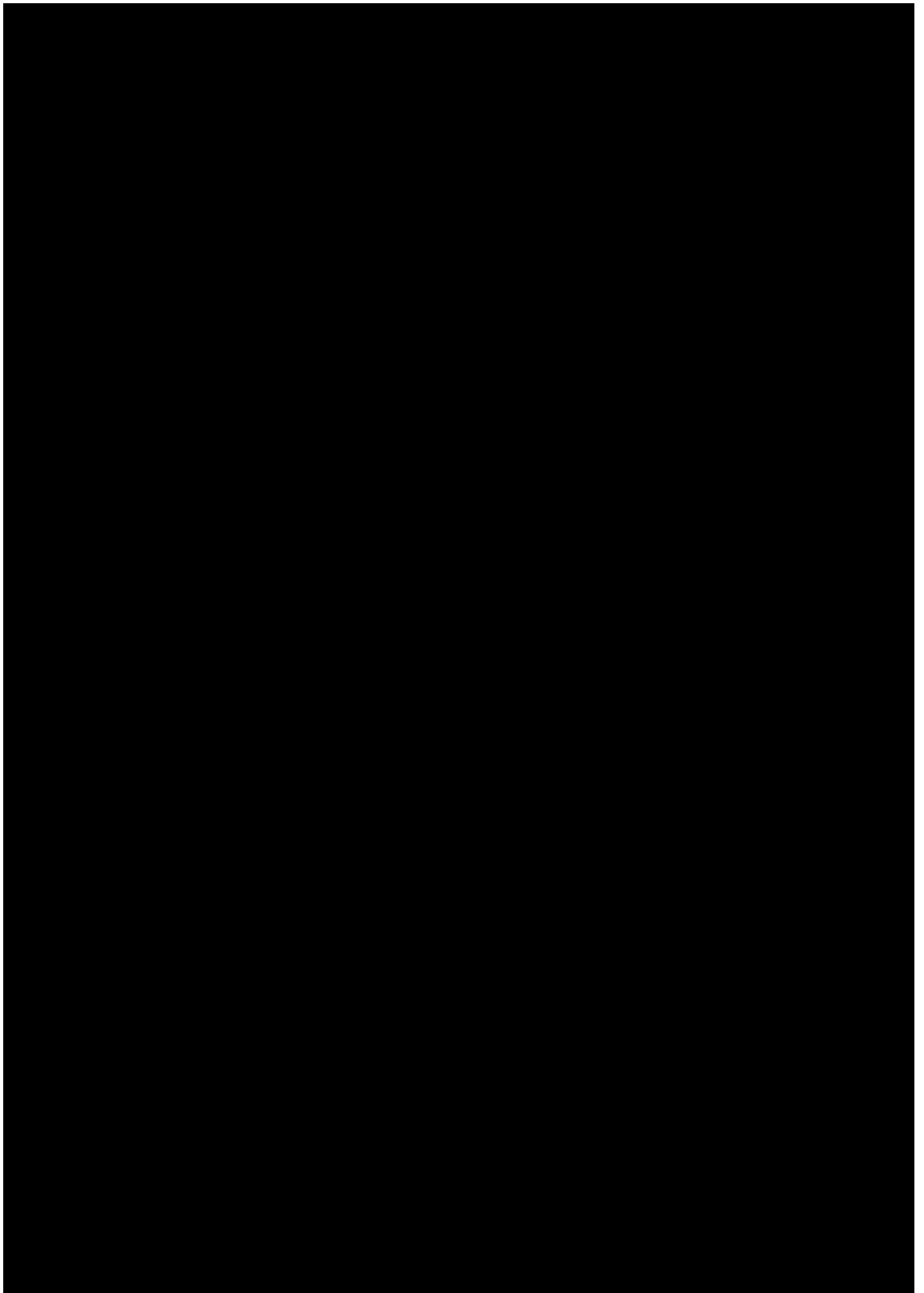
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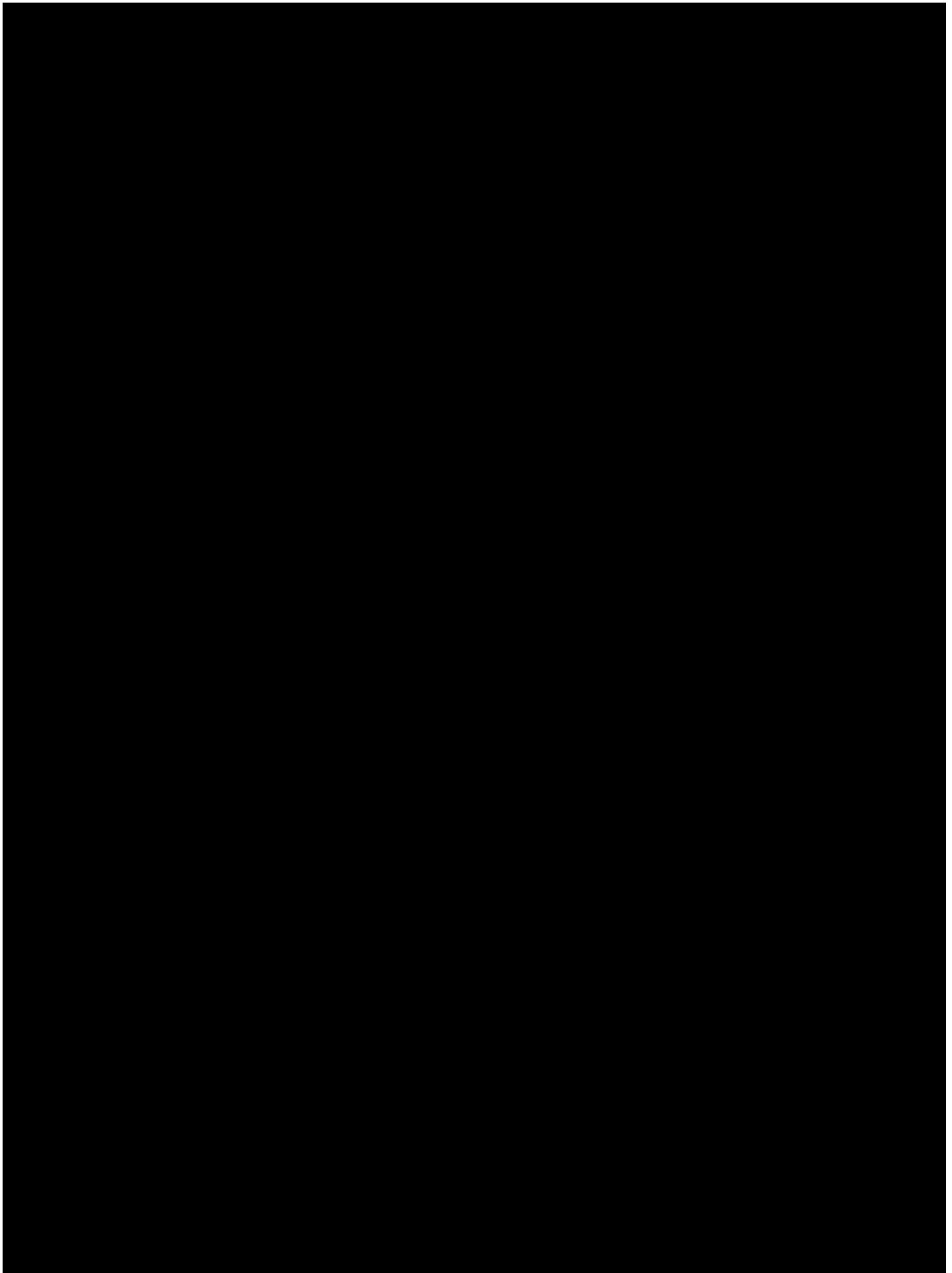


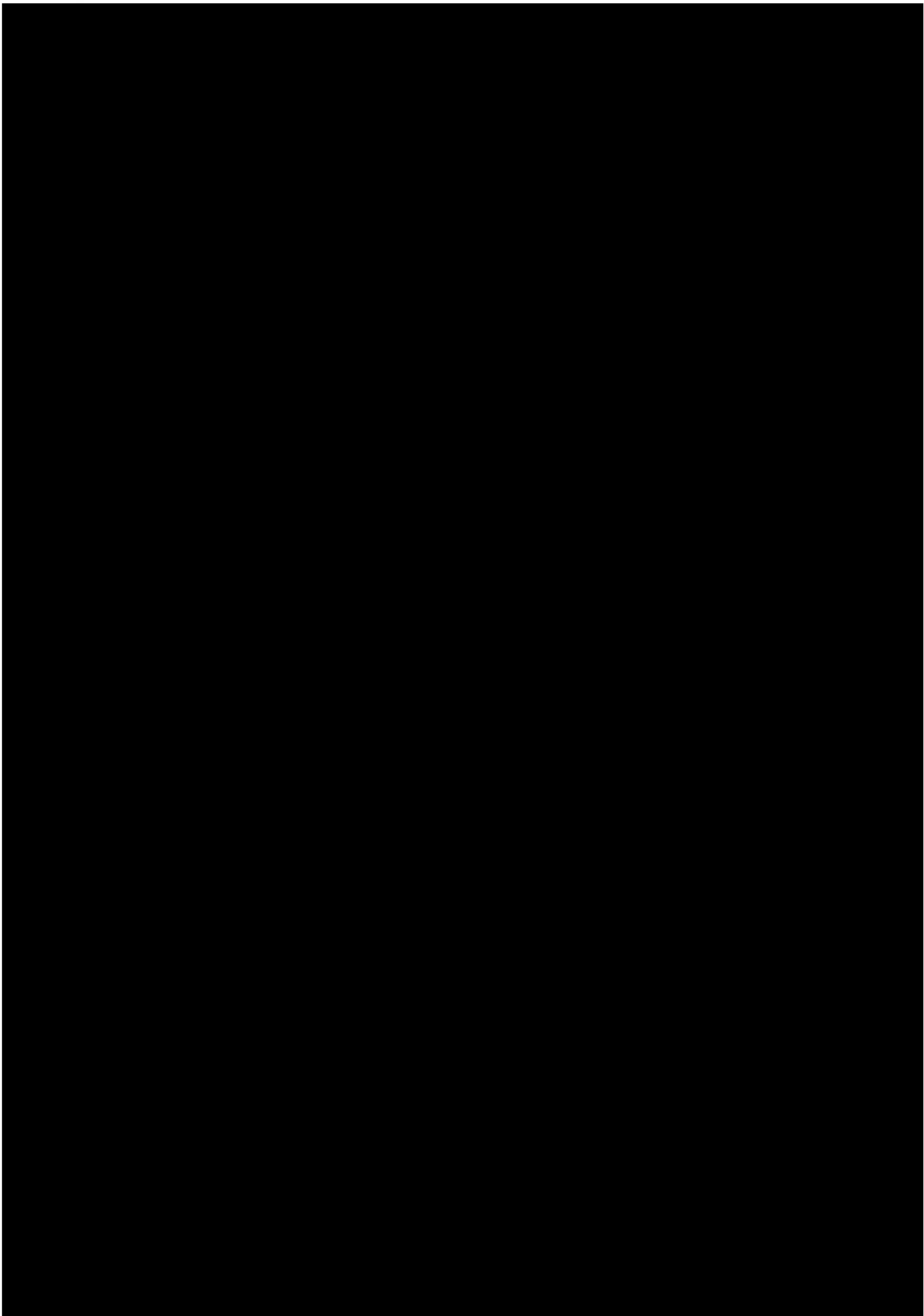


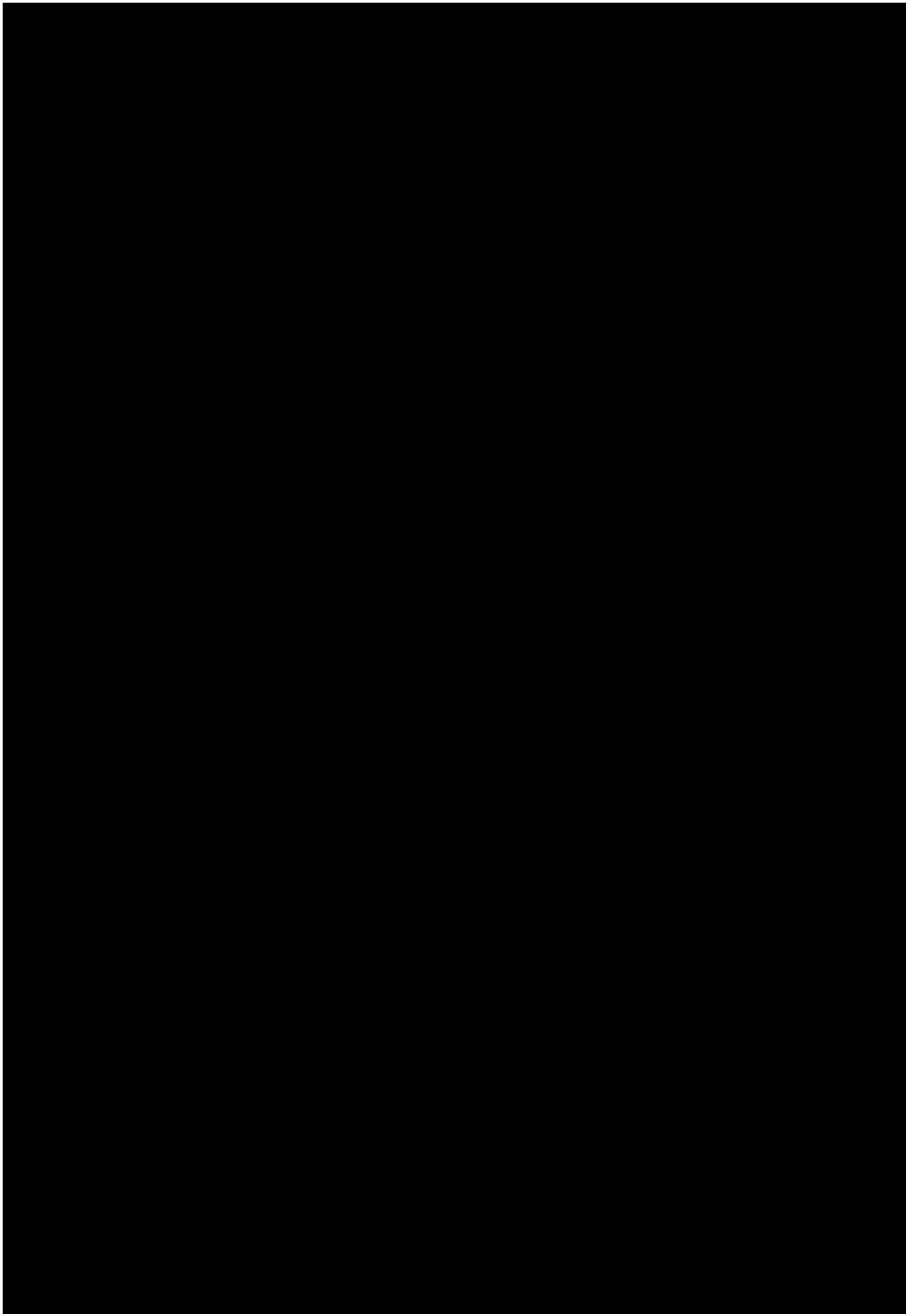


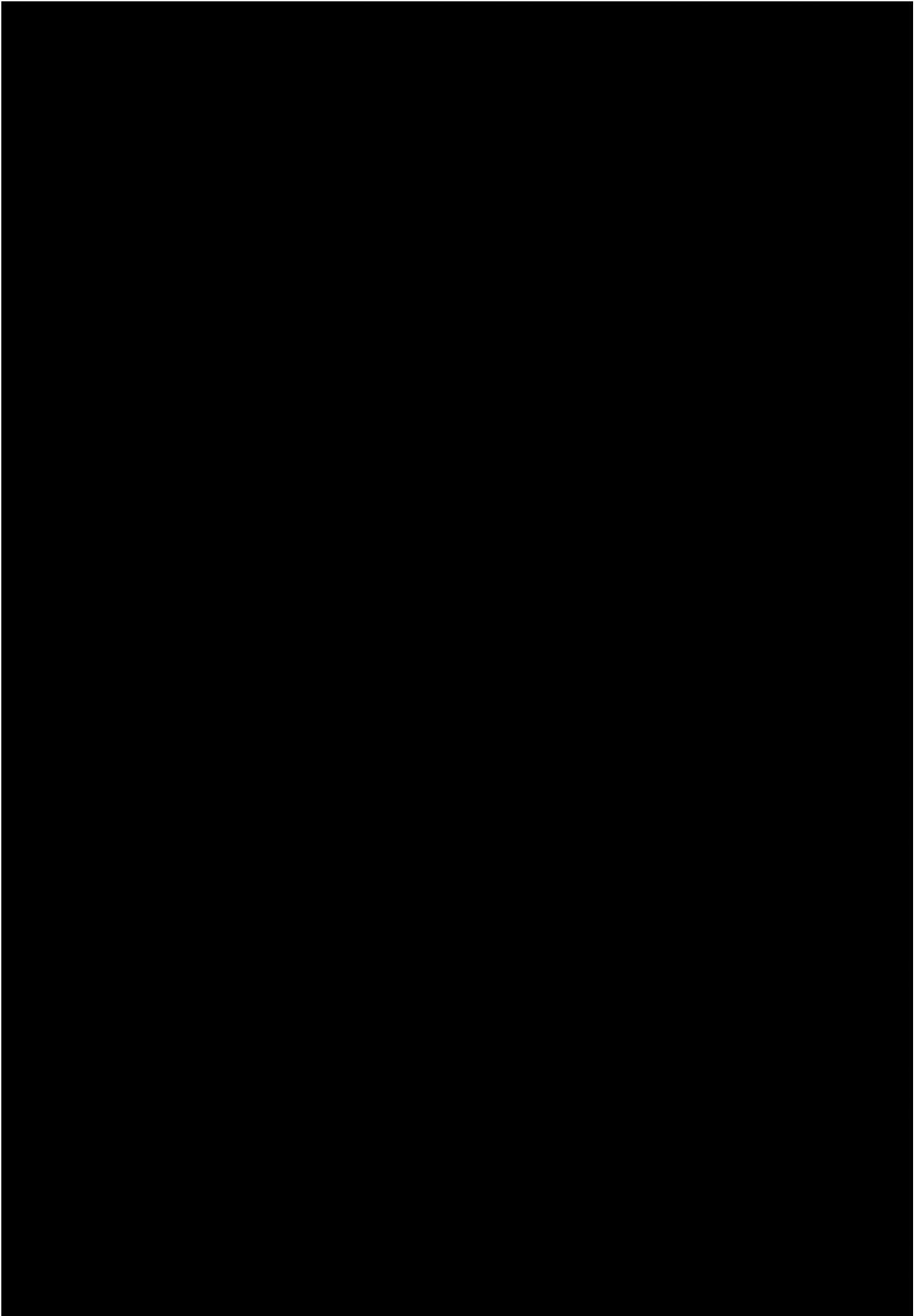


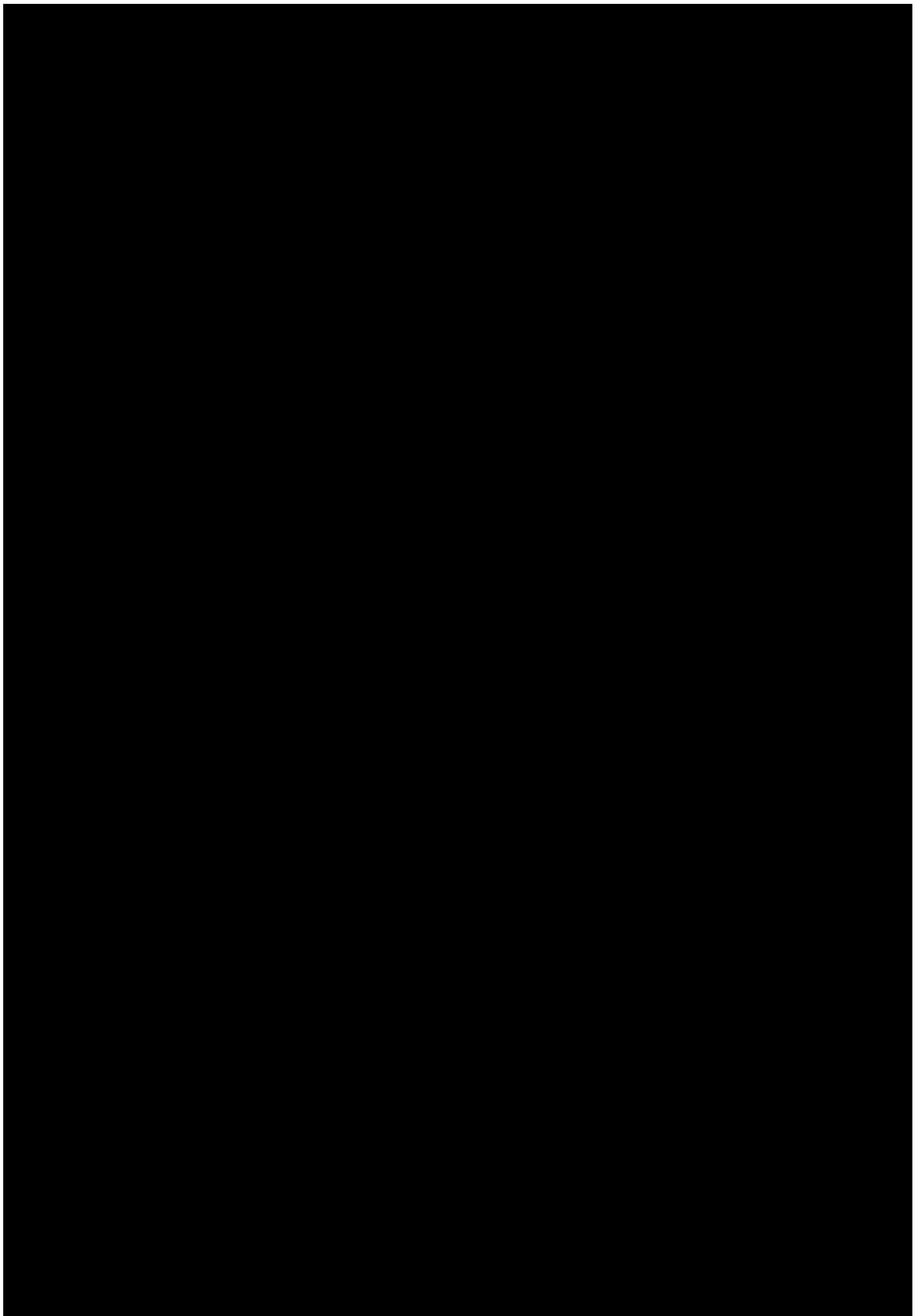


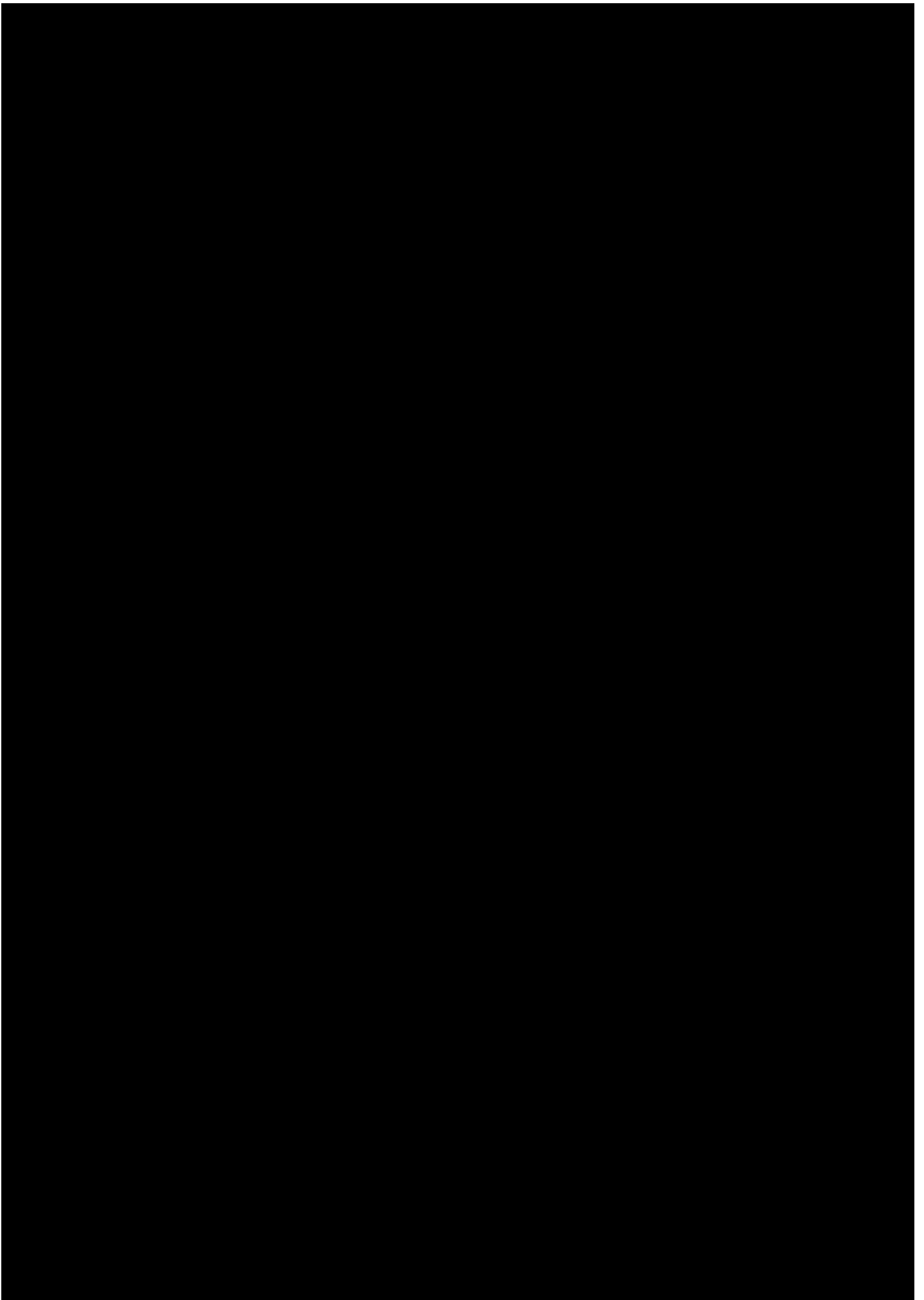


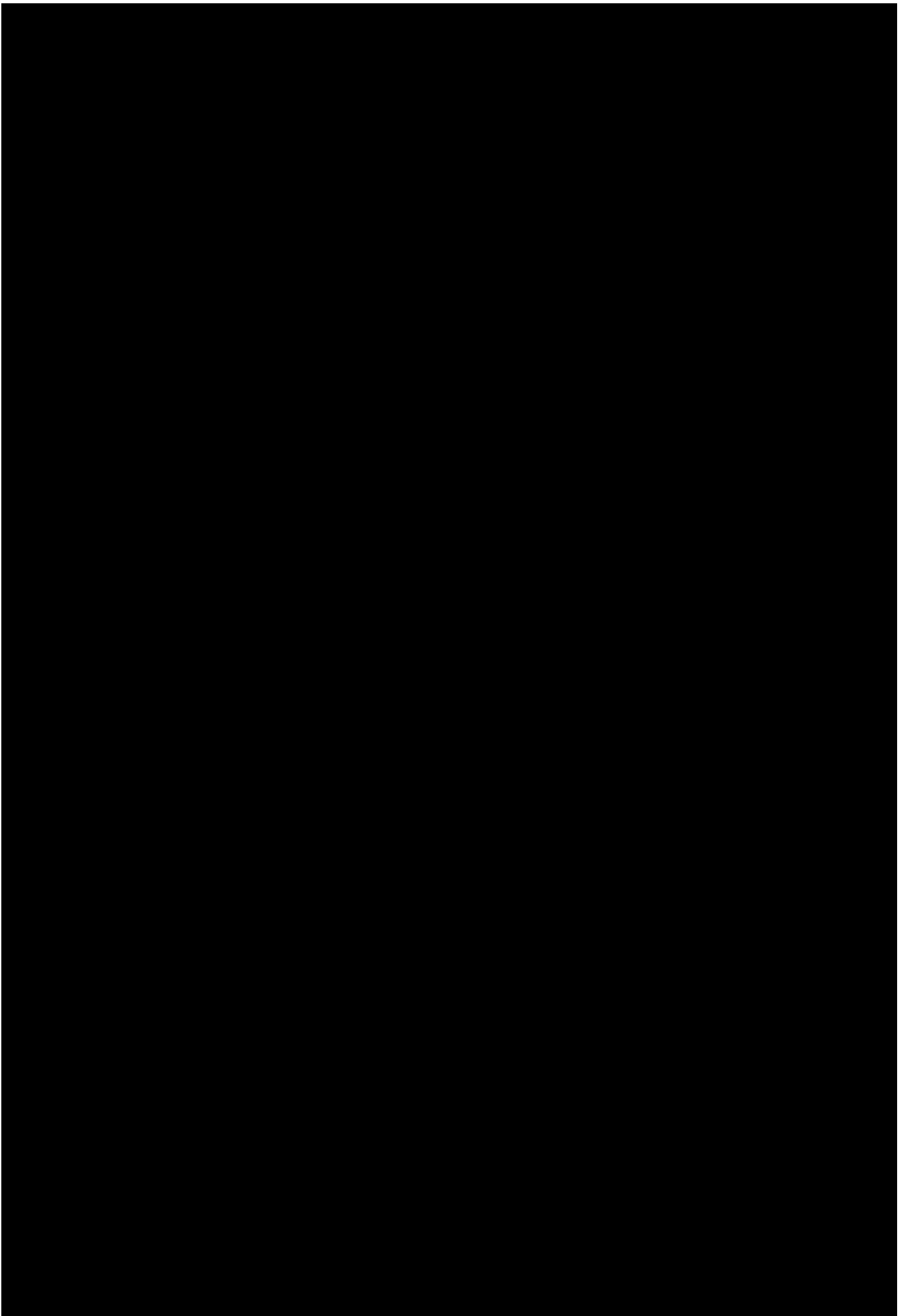


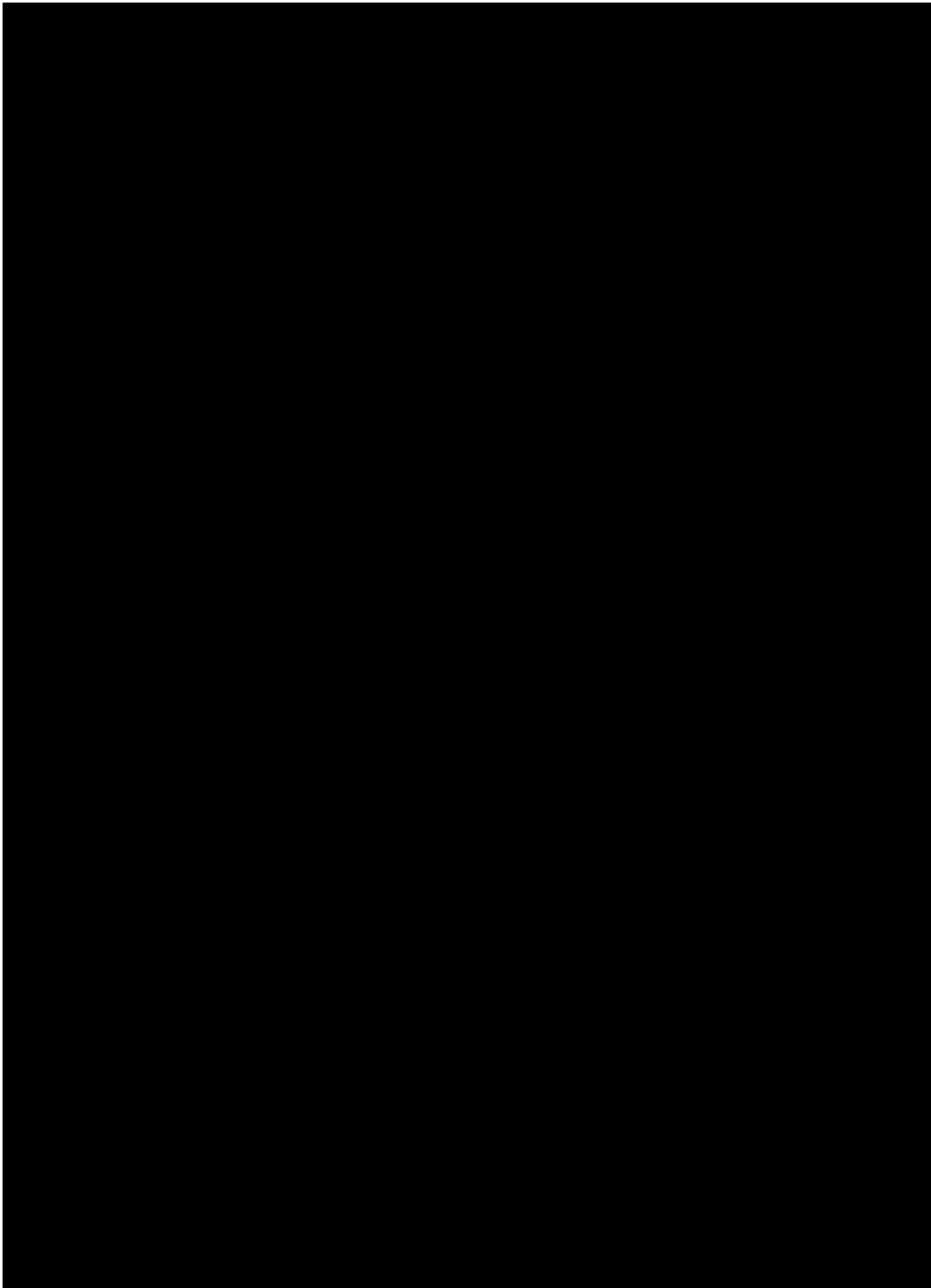


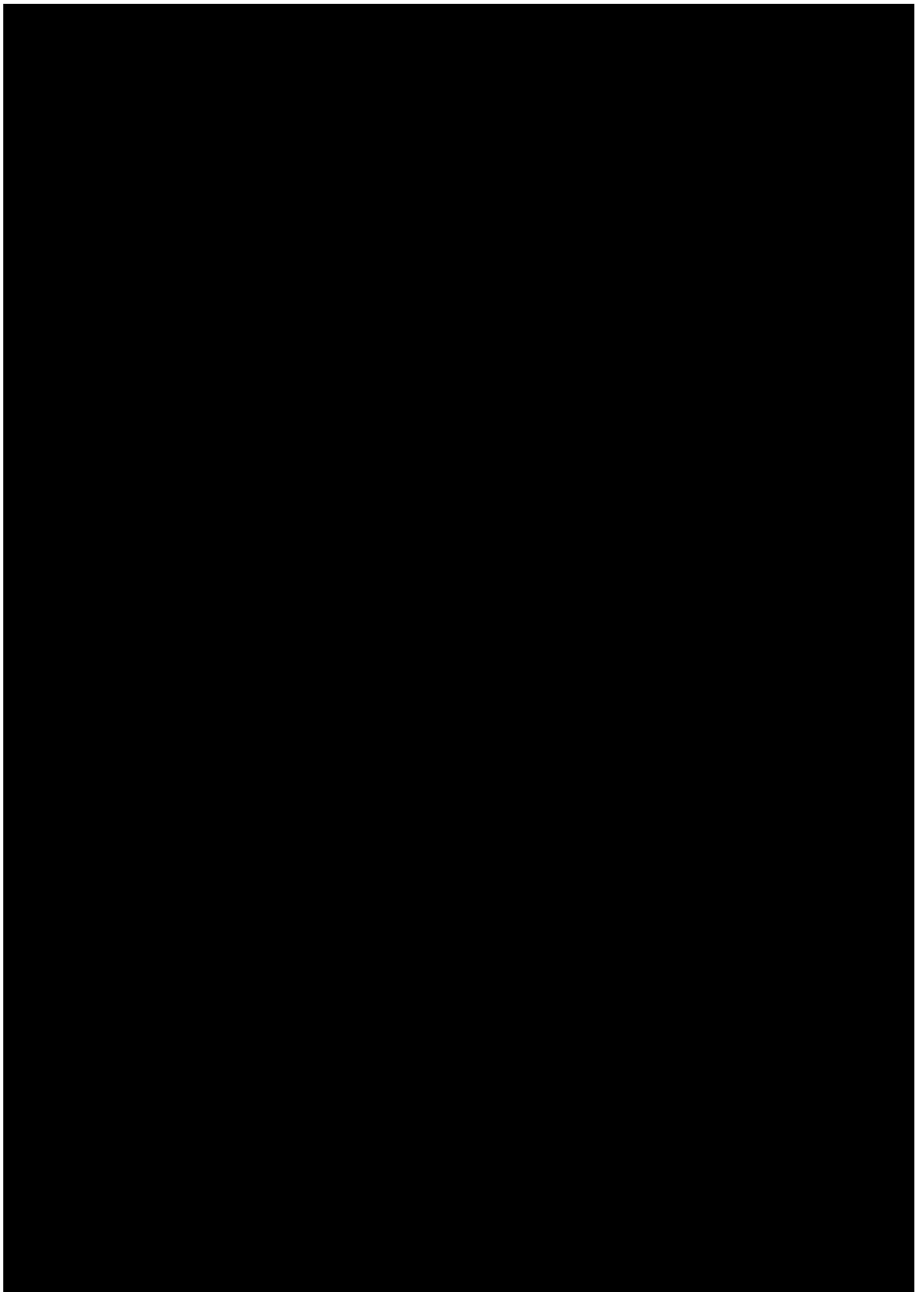


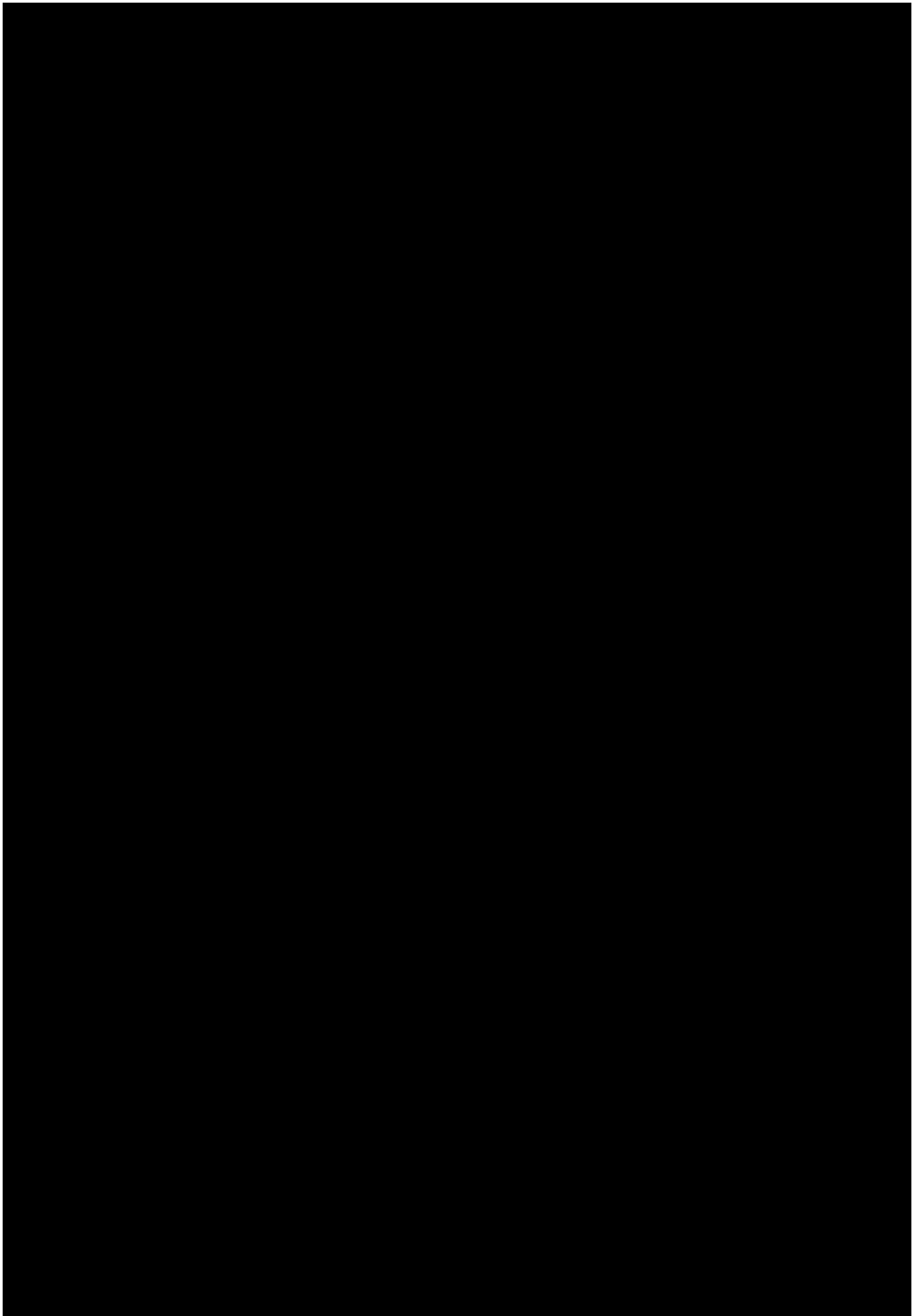


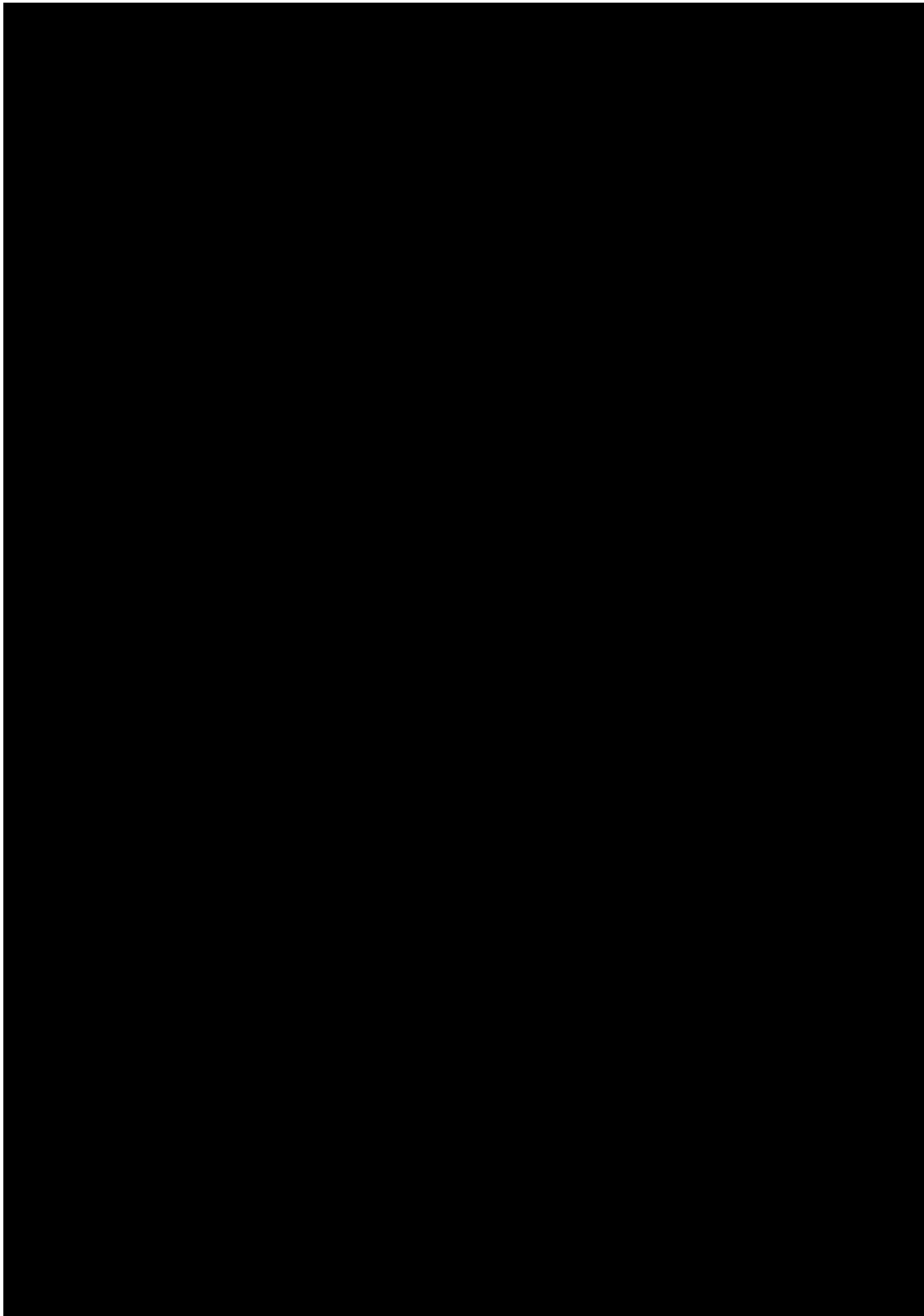


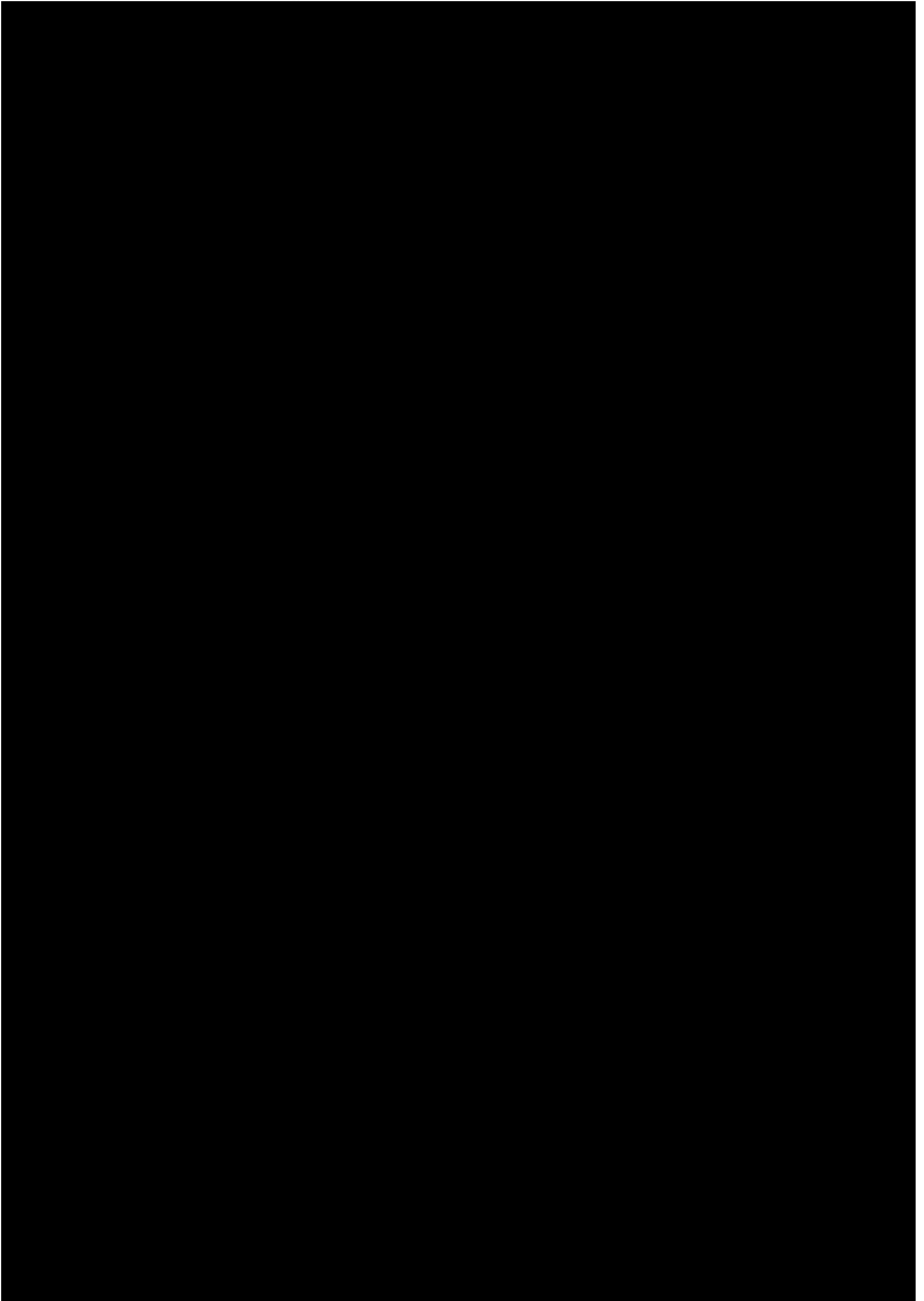


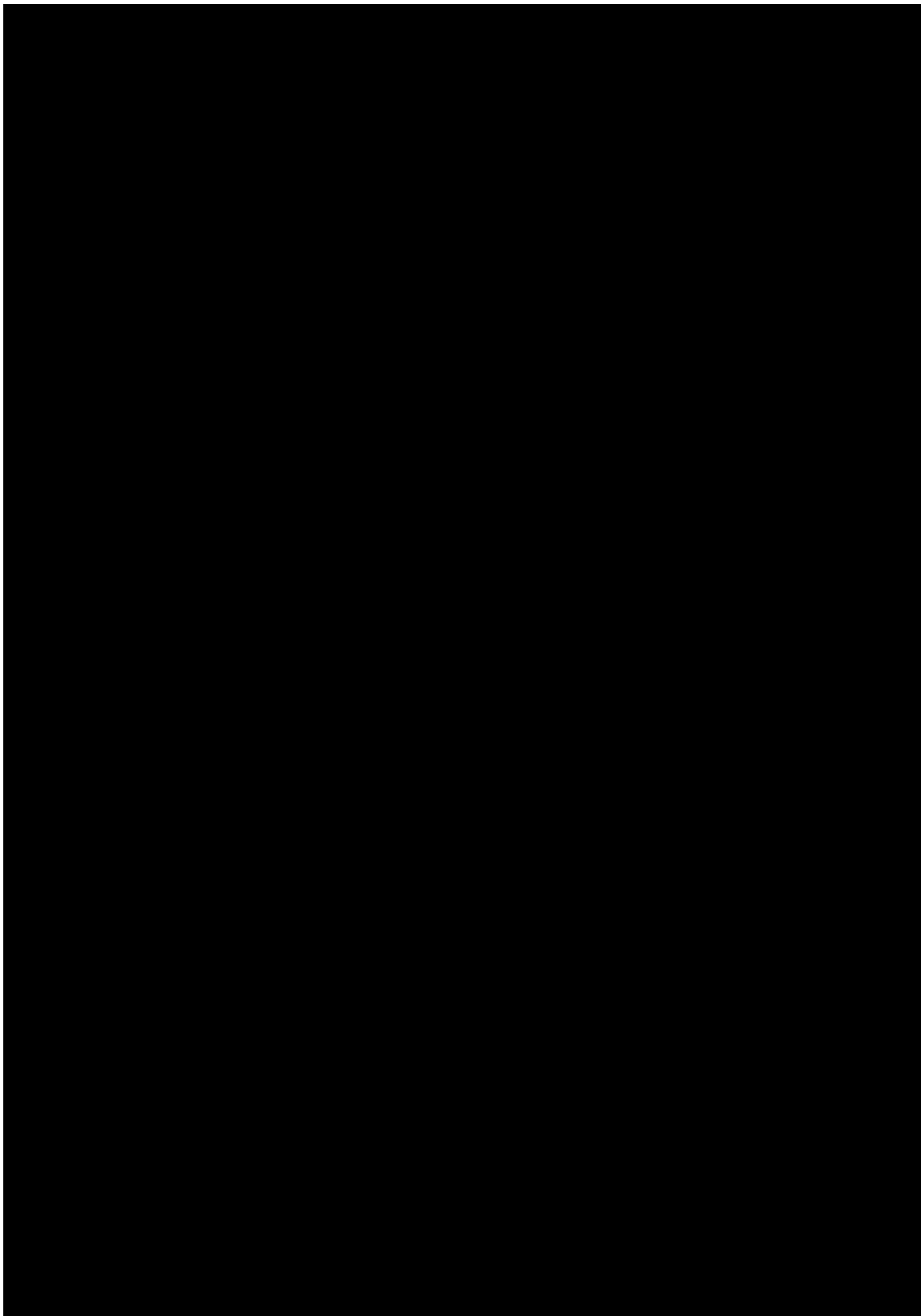


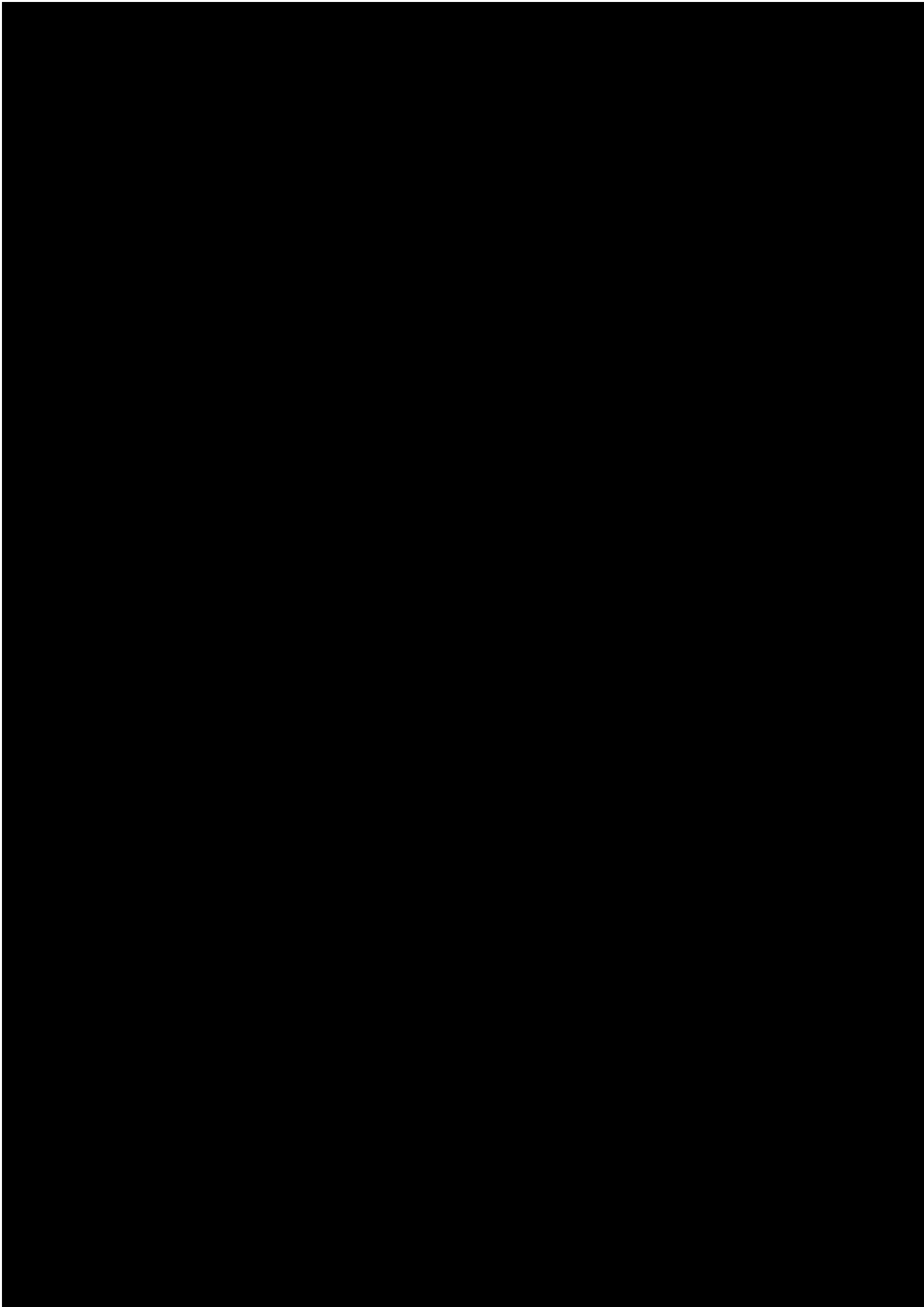


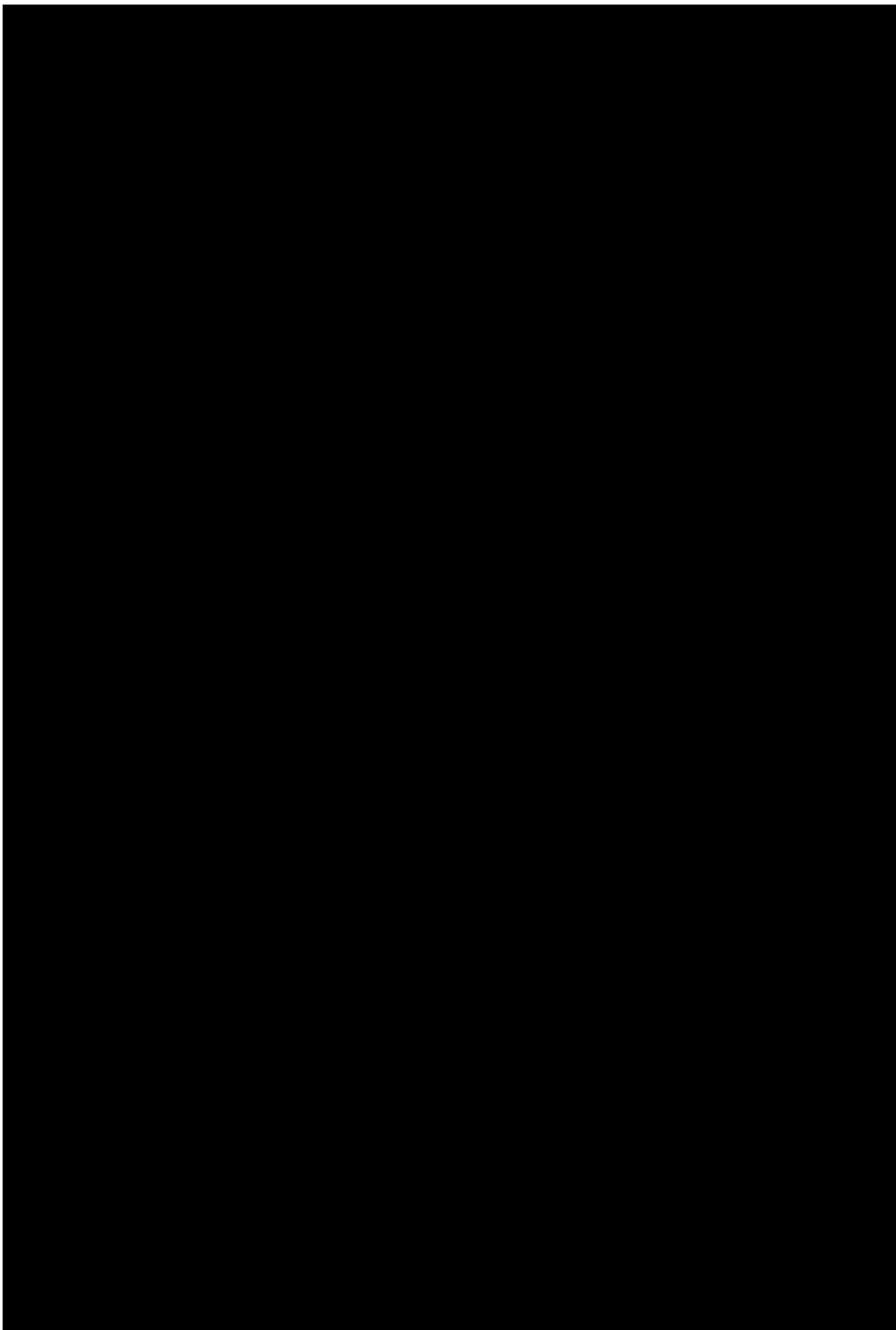


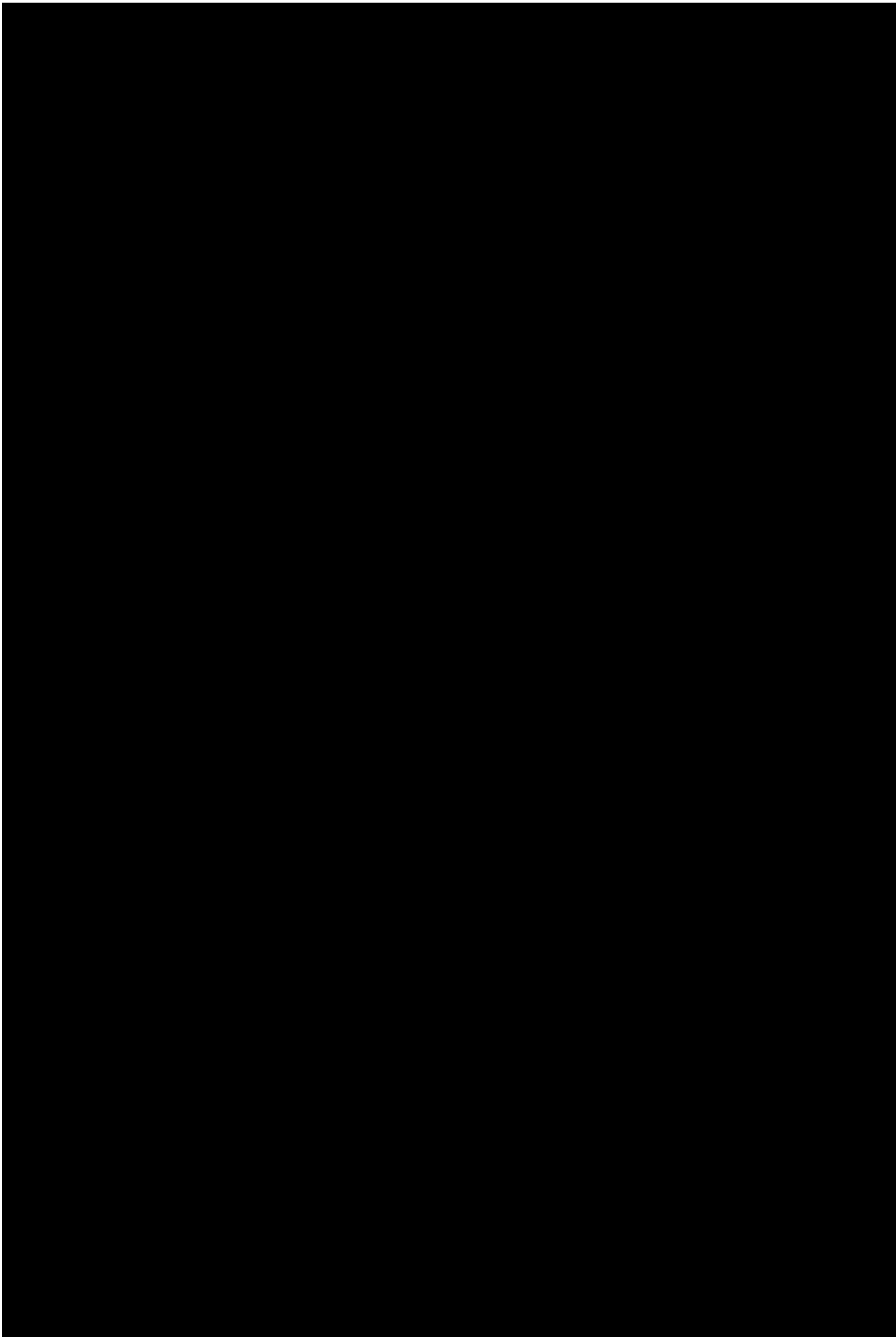


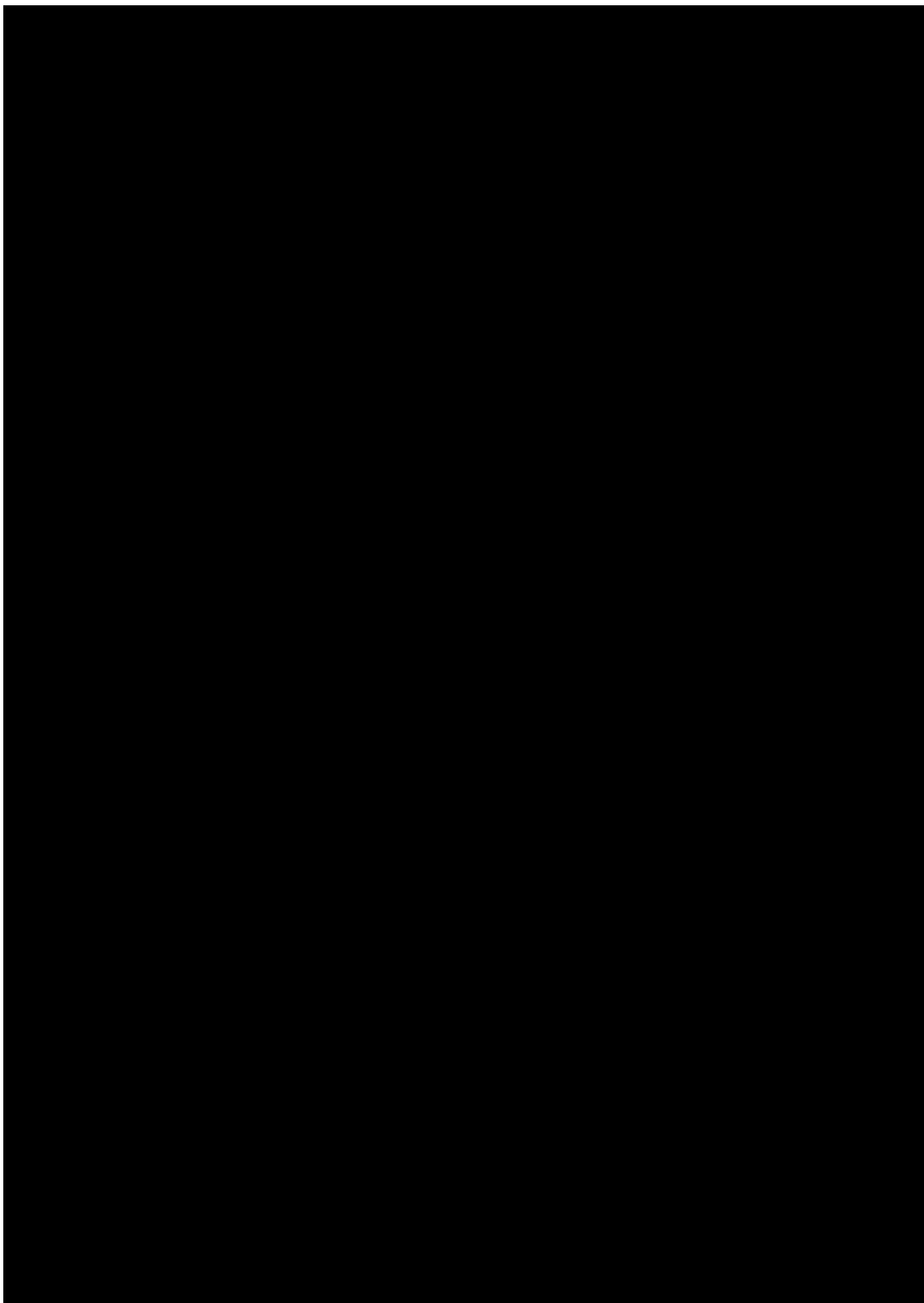


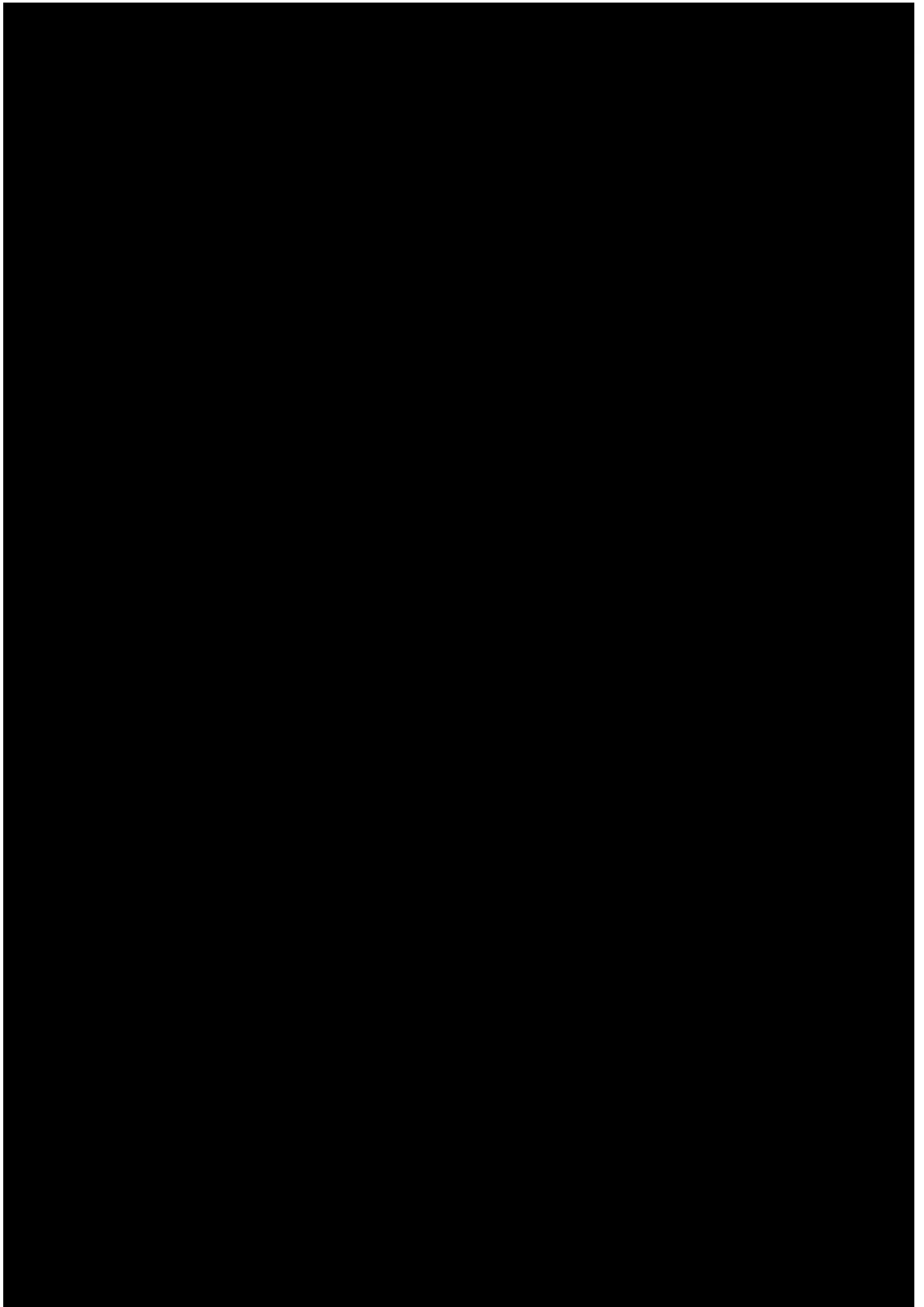


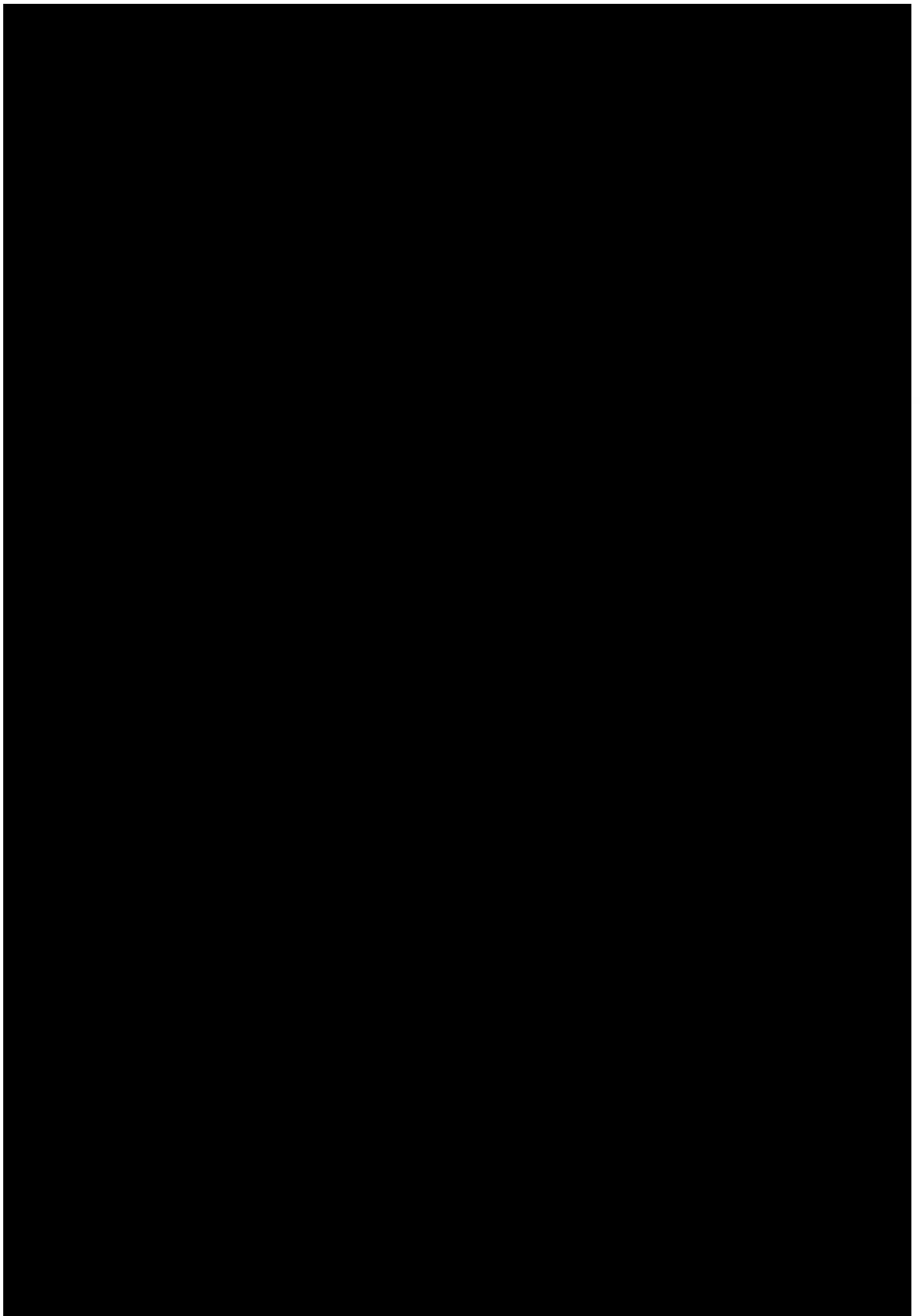


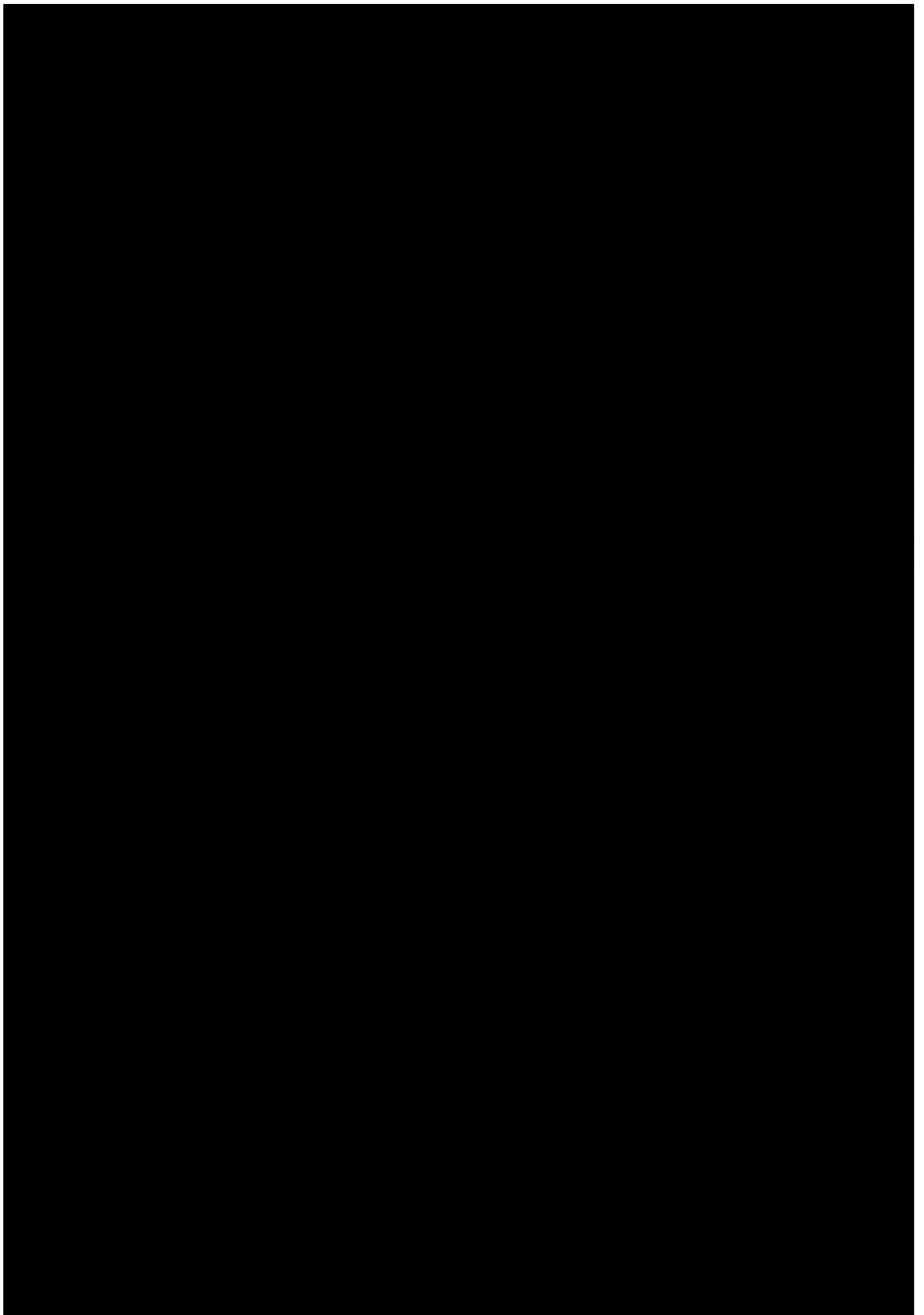


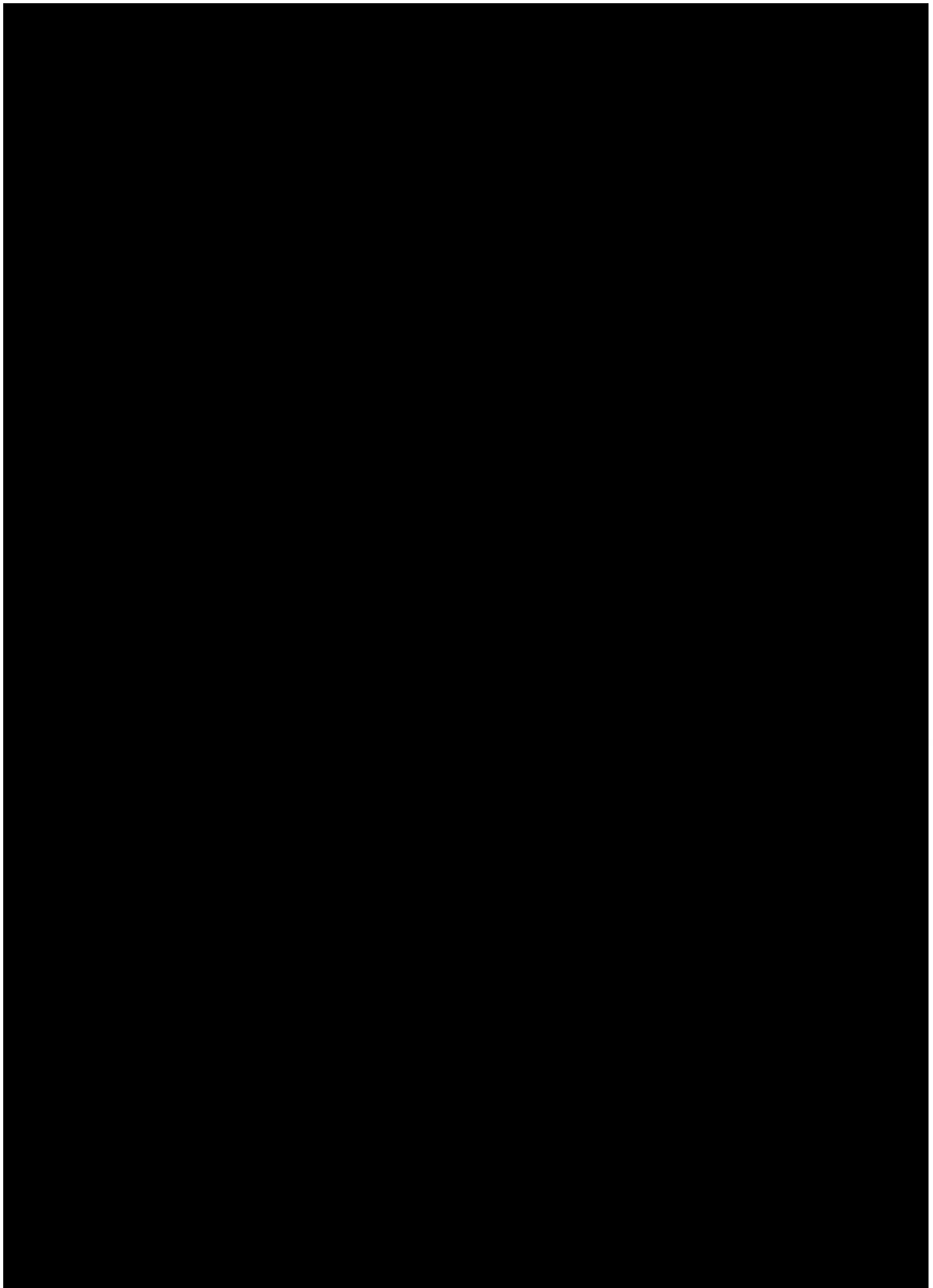


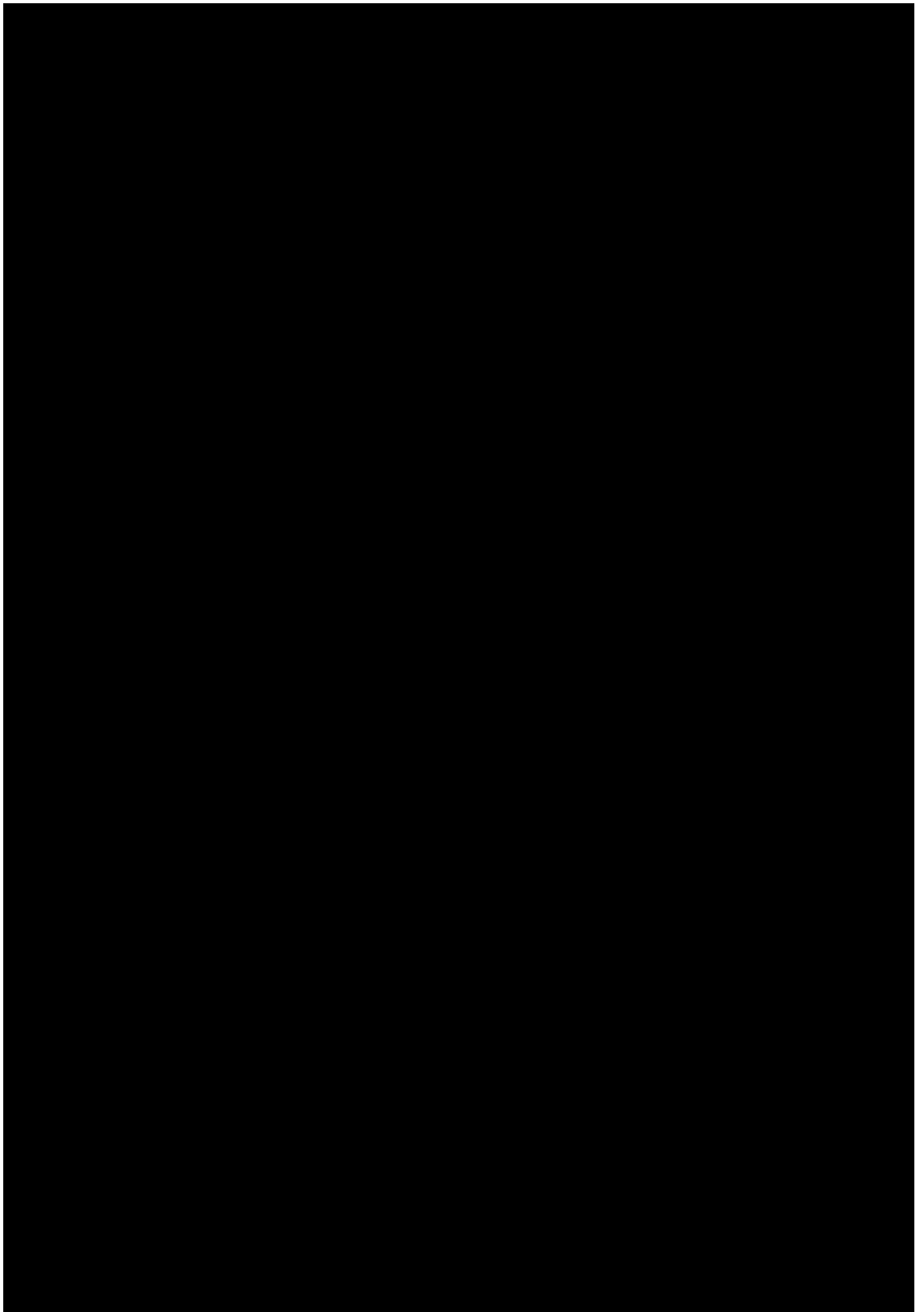


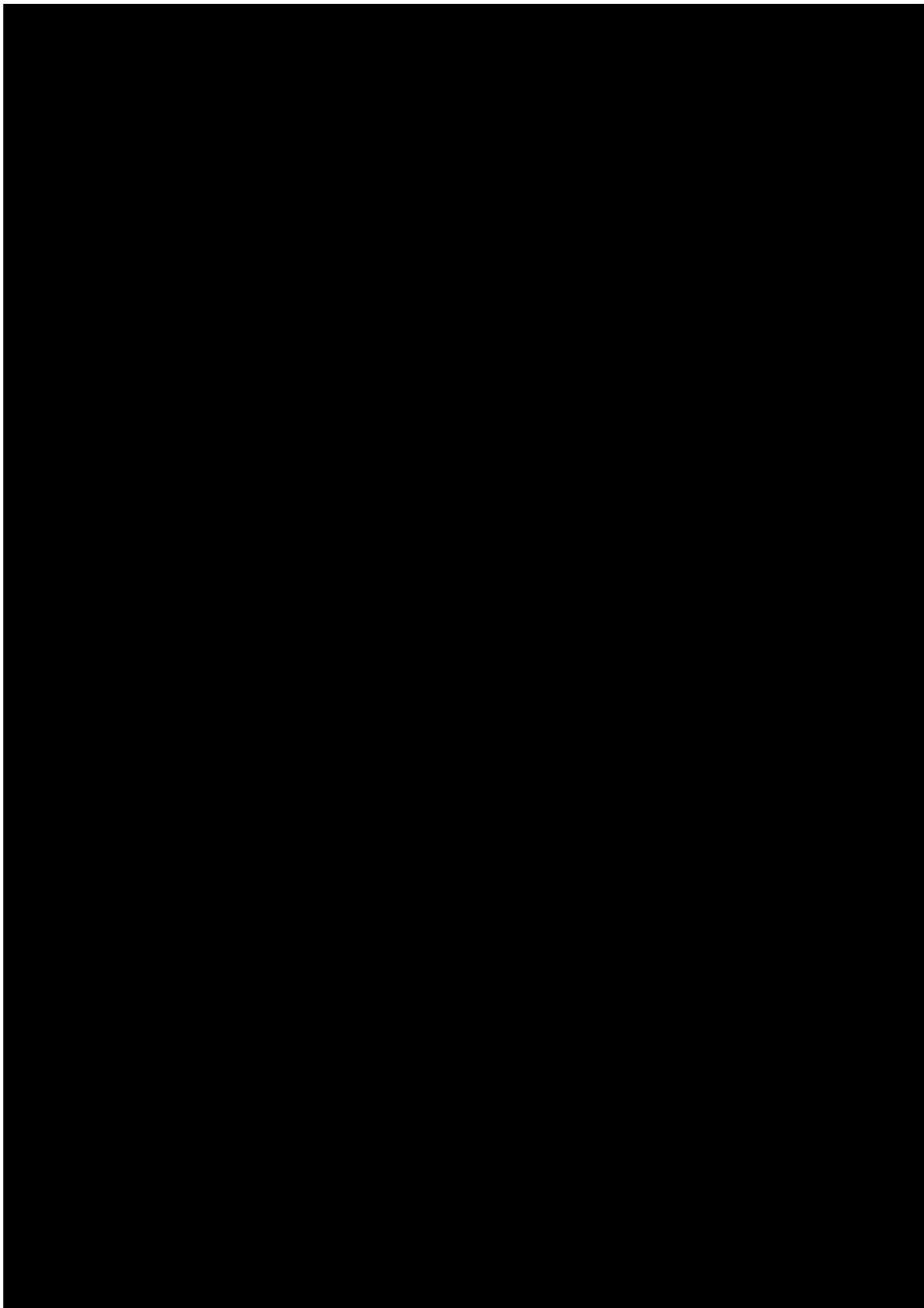


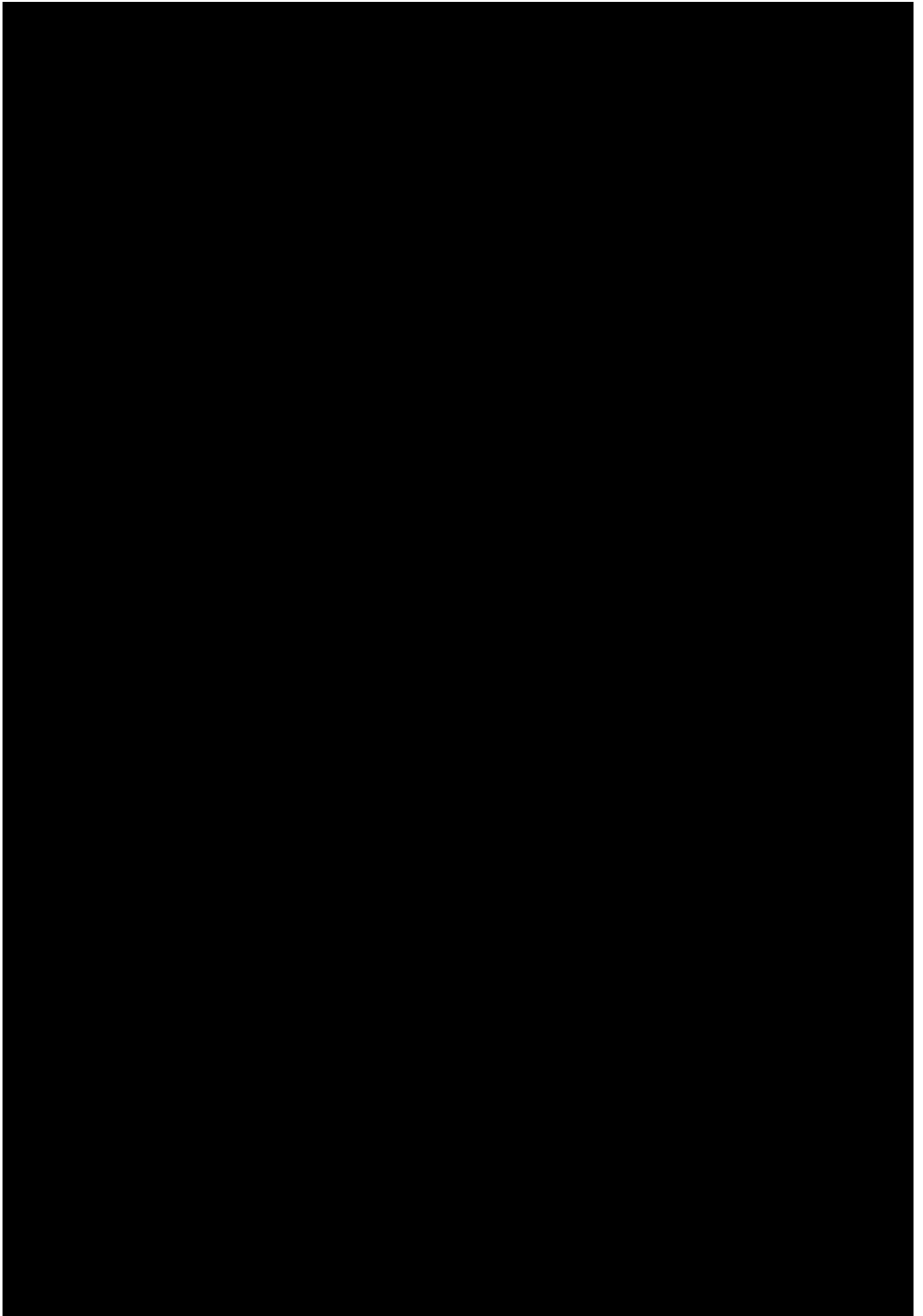


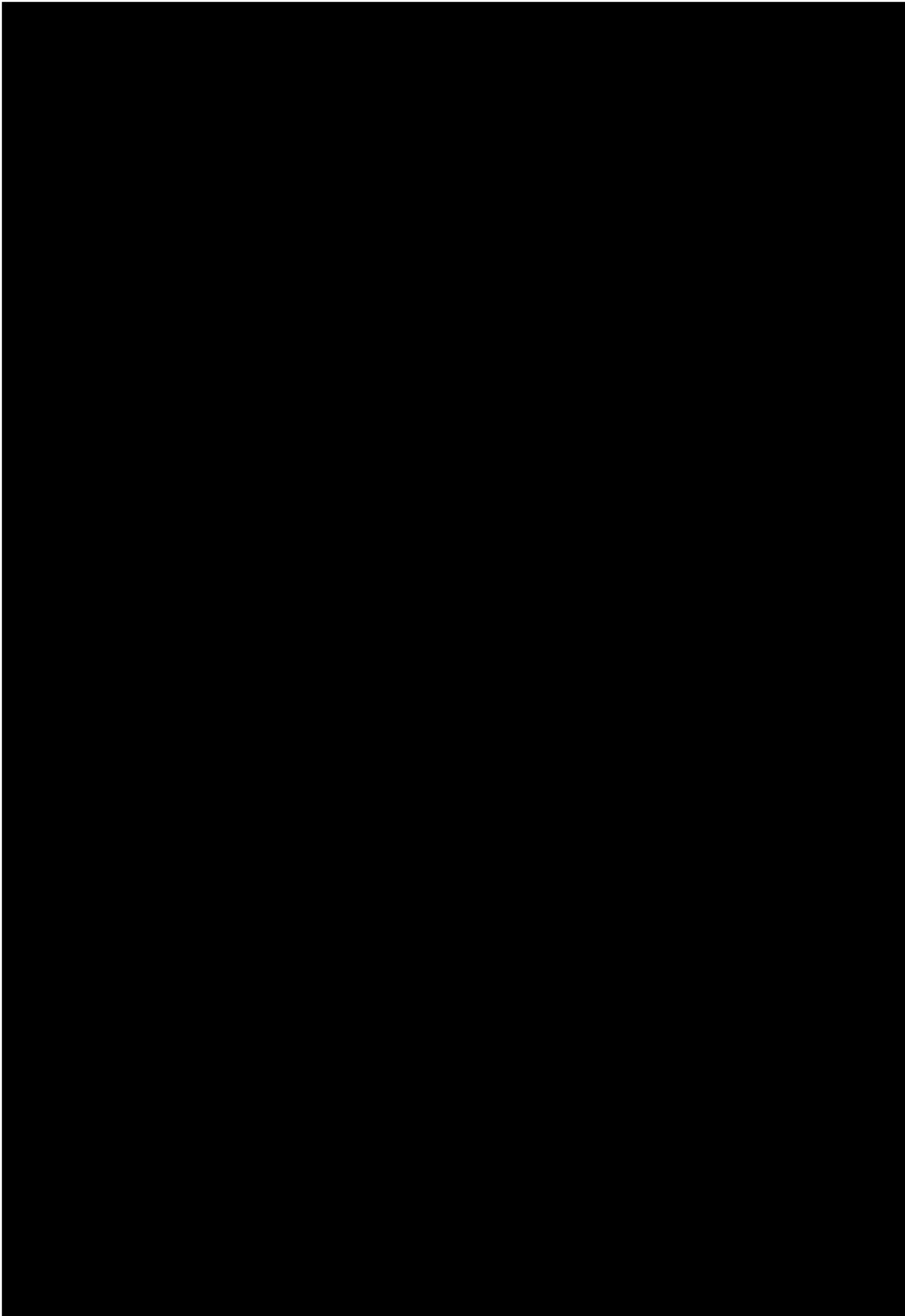


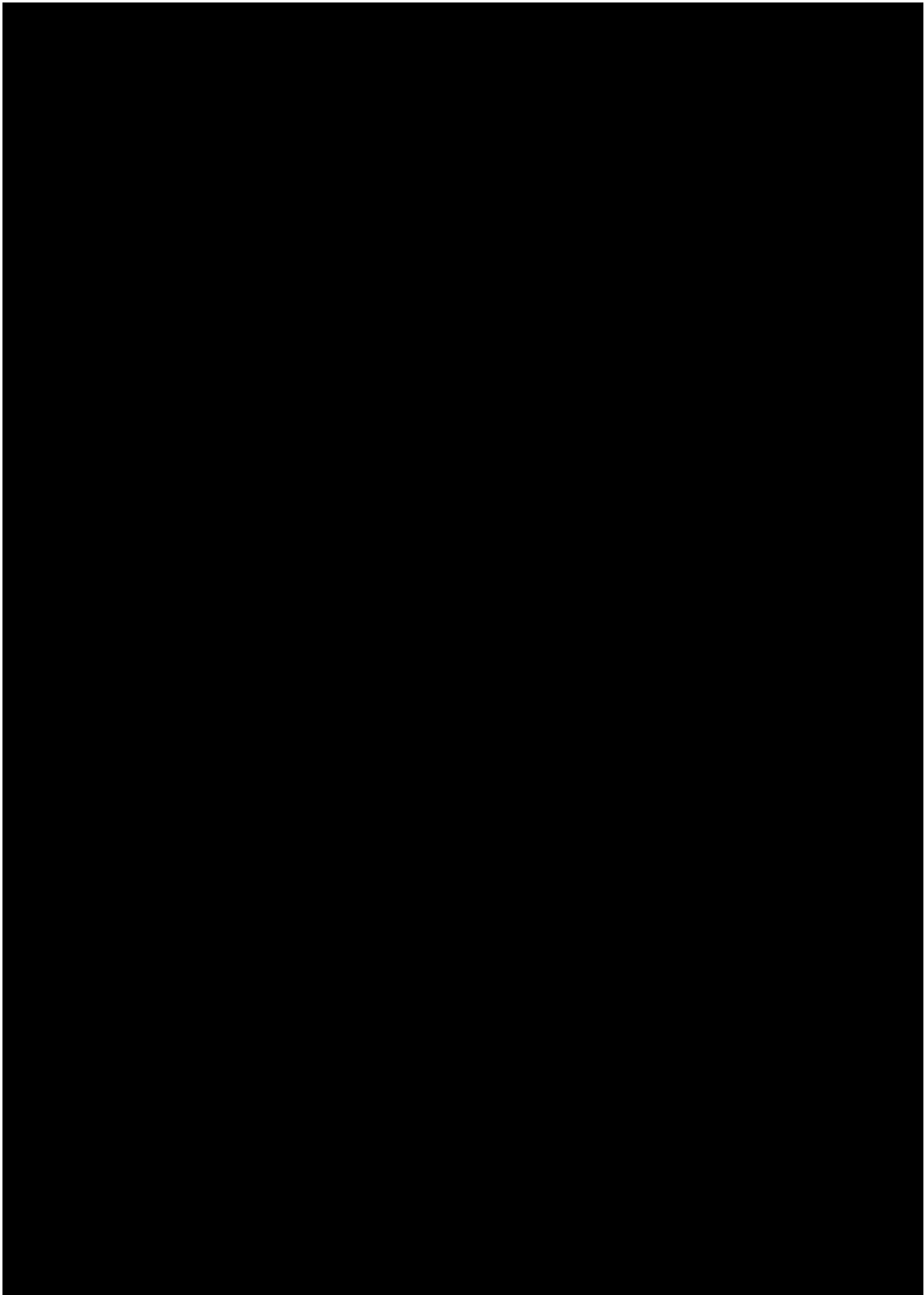


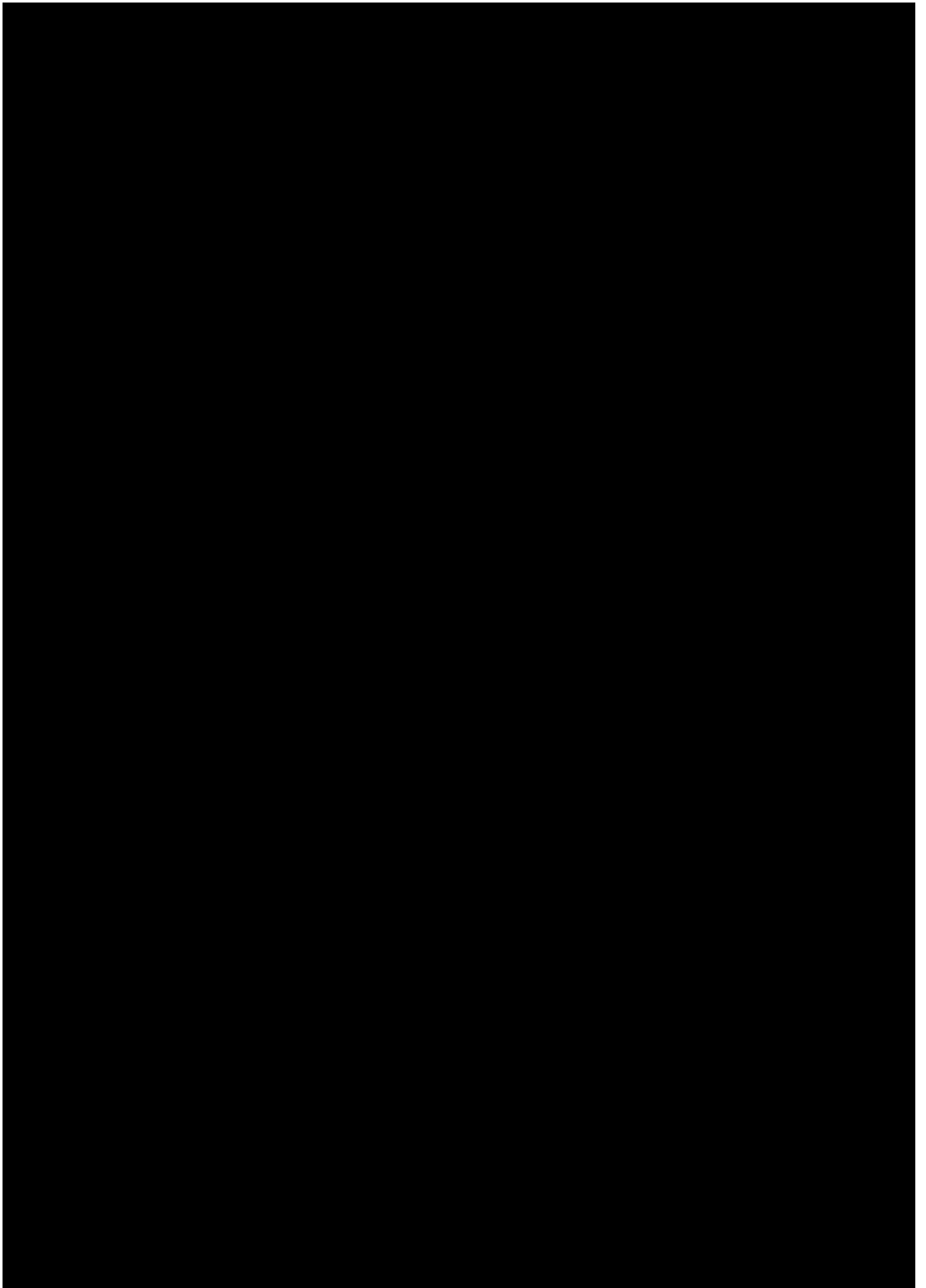


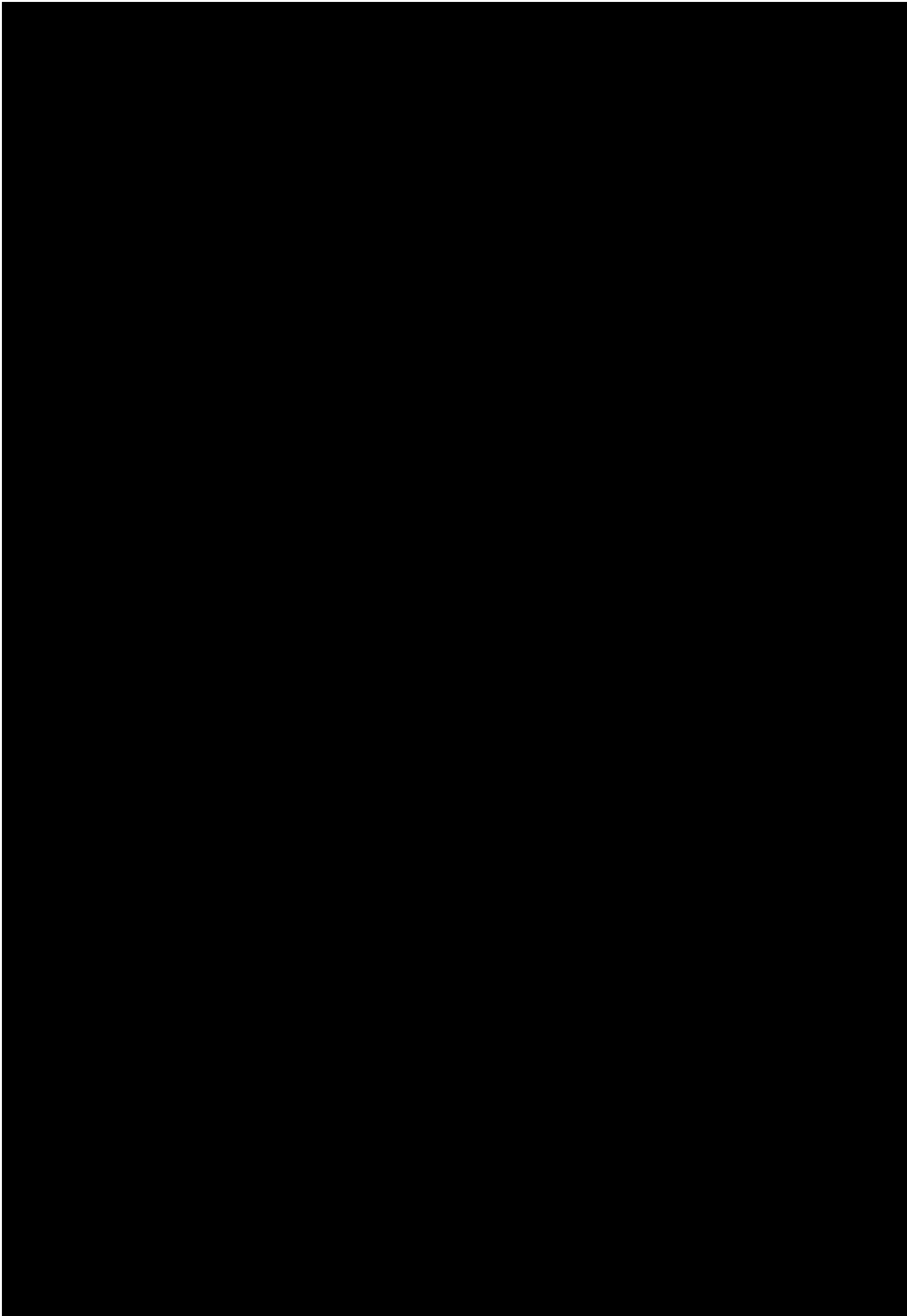














HERBERT
SMITH
FREEHILLS

Schedule 6 – Independent Certifier Deed – Novation Deed



Victoria Cross Integrated Station Development

Independent Certification of the Victoria Cross Works
Independent Certifier Deed Assignment and Novation
Deed

The unincorporated joint venture comprising Lendlease
Building Pty Limited and Lendlease Engineering Pty
Limited

Lendlease Building Pty Limited
ABN 97 000 098 162
Lendlease Engineering Pty Limited
ABN 40 000 201 516

and

Lendlease Engineering Pty Limited
ABN 40 000 201 516

and

Lendlease Building Pty Limited
ABN 97 000 098 162

and

The Continuing Parties
(as defined herein)

2020

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THIS DEED is made on

2020

BETWEEN:

- (1) **Sydney Metro** ABN 12 354 063 515, a NSW Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW) and located at Level 43, 680 George Street, Sydney NSW 2000 (the **Principal**);
- (2) **Advisian Pty Ltd** ABN 50 098 008 818 of Level 17, 141 Walker Street, North Sydney NSW 2060 (**Independent Certifier**),

(together, the Principal and the Independent Certifier constitute the **Continuing Parties**);
- (3) the unincorporated joint venture comprising **Lendlease Building Pty Limited** ABN 97 000 098 162 and **Lendlease Engineering Pty Limited** ABN 40 000 201 516 of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000 (the **VC Joint Venture**);
- (4) **Lendlease Engineering Pty Limited** ABN 40 000 201 516 of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000 (**LLE**); and
- (5) **Lendlease Building Pty Limited** ABN 97 000 098 162 of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Ave, Barangaroo NSW 2000 (**LLB**).

RECITALS:

- (A) Each of the Continuing Parties and the VC Joint Venture are party to the Independent Certifier Deed.
- (B) LLB has advised the Principal that LLE is being sold and exiting the unincorporated joint venture that comprises the VC Joint Venture. LLB has proposed that the Station Delivery Deed be novated from LLE and the VC Joint Venture together to LLB alone on the terms set out in the Station Delivery Deed – Deed of Novation. In connection with the novation of the Station Delivery Deed, LLB has proposed that the Independent Certifier Deed be novated from LLE and the VC Joint Venture together to LLB alone, with such novation to take effect on and from the Effective Date.
- (C) By this deed, and in accordance with clause 12.10(b)(ii) of the Independent Certifier Deed, the parties agree to novate the Independent Certifier Deed on the terms of this deed so that the Independent Certifier Deed is between LLB, the Continuing Parties and any additional parties who accede from time to time in accordance with the relevant provisions of the Independent Certifier Deed.

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

Effective Date means the date of the Effective Date Notice.

Effective Date Notice means a notice given pursuant to clause 3.1(a) or clause 3.1(b) (as applicable).

Independent Certifier Deed means Sydney Metro City & Southwest Independent Certification of the Victoria Cross Works Independent Certifier Deed (Contract No. 11514) between the Continuing Parties and the VC Joint Venture dated 20 March 2020, as amended or acceded to from time to time.

Power means any right, power, authority, discretion or remedy conferred on a party under or by the virtue of this deed or applicable law.

Station Delivery Deed means Victoria Cross Integrated Station Development – Station Delivery Deed (Contract No. 504) between the Principal and the VC Joint Venture dated 20 December 2018, as amended by the deed titled "Victoria Cross Integrated Station Development Deed of Amendment – Station Delivery Deed" between the Principal and the VC Contractor dated 2 June 2020.

Station Delivery Deed – Deed of Novation means Victoria Cross Integrated Station Development – Station Delivery Deed Assignment and Novation Deed between the Principal, the VC Joint Venture, LLE and LLB.

1.2 Interpretation

In this deed:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this deed;
- (d) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document; and
- (e) a reference to a party to a document includes that party's successors and permitted assignees.

1.3 Terms defined in the Station Delivery Deed

Capitalised terms not defined in this deed have the meaning given to them in the Station Delivery Deed.

1.4 Interpretation of inclusive expressions

Specifying anything in this deed after the words 'include' or 'for example' or similar expressions does not limit what else is included.

1.5 Business Day

If an act must be done on or by a specified day which is not a Business Day, it must be done instead on or by the next Business Day.

2. CONSIDERATION

Each party acknowledges that it has received valuable consideration for entering into this deed.

3. **EFFECTIVE DATE**

3.1 **Notification of Effective Date**

- (a) No later than 5 Business Days after the later of:
 - (i) the date of this deed; and
 - (ii) the date on which the novation of the Station Delivery Deed has occurred,LLB must give each party a notice confirming that the novation of the Station Delivery Deed has occurred.
- (b) If LLB does not comply with the obligation in clause 3.1(a), the Principal may give each party a notice confirming the novation of the Station Delivery Deed has occurred.

3.2 **Result of delay to Effective Date**

- (a) If the Effective Date has not occurred by 30 June 2020, then:
 - (i) the Principal may, before the Effective Date, terminate this deed by giving written notice to each party; and
 - (ii) this deed shall terminate on the date of the notice issued by the Principal pursuant to clause 3.2(a)(i).
- (b) If this deed is terminated pursuant to clause 3.2(a) then neither party will have any Claim against the other party under or in respect of this deed.

4. **ASSIGNMENT AND NOVATION**

4.1 **Independent Certifier Deed assigned and novated**

From the Effective Date, and in accordance with clause 12.10(b)(ii) of the Independent Certifier Deed:

- (a) LLE and LLB together assign all of their rights and interests in the Independent Certifier Deed and novate all of their obligations and liabilities under and in connection with the Independent Certifier Deed, in each case whether arising before or after the Effective Date, to LLB alone to the effect that LLB replaces the VC Joint Venture under the Independent Certifier Deed as if LLB alone was a party to the Independent Certifier Deed;
- (b) each reference to "VC Contractor" in the Independent Certifier Deed is taken to be a reference to LLB only;
- (c) the Continuing Parties and LLB alone are bound by and must comply with the Independent Certifier Deed; and
- (d) LLB assumes:
 - (i) all rights, obligations and liabilities of the "VC Contractor" under the Independent Certifier Deed (including those obligations and liabilities arising from a breach by, or caused by or contributed by an act or omission of, LLE or the VC Contractor); and

- (ii) responsibility for all claims, actions, demands or proceedings subsisting against LLE or the VC Contractor under or in connection with the Independent Certifier Deed,

as if references to the "VC Contractor" in the Independent Certifier Deed had always been references to LLB alone.

4.2 Effecting the novation

Each of the Continuing Parties acknowledge that from the Effective Date, LLB has replaced the VC Joint Venture under the Independent Certifier Deed in accordance with this deed and each Continuing Party must comply with the Independent Certifier Deed on that basis.

4.3 Rights and obligations

From the Effective Date, LLB obtains all rights of the VC Joint Venture, and assumes all obligations of the VC Joint Venture, under the Independent Certifier Deed, including those rights and obligations that arose before the Effective Date.

4.4 Performance before the Effective Date

- (a) Each Continuing Party acknowledges that from the Effective Date, LLB is discharged from the performance of any obligations under or in respect of the Independent Certifier Deed that were discharged or satisfied by the VC Joint Venture before the Effective Date (if any).
- (b) LLB acknowledges that from the Effective Date, each Continuing Party is discharged from the performance of any obligations under or in respect of the Independent Certifier Deed that were discharged or satisfied by that Continuing Party before the Effective Date (if any).

5. RELEASE BY EACH CONTINUING PARTY

- (a) Each Continuing Party, on and from the Effective Date, releases LLE from any:
 - (i) obligation or liability it has under or in respect of the Independent Certifier Deed; and
 - (ii) action, Claim and demand it has, or but for this clause 5 would have had, against LLE under or in respect of the Independent Certifier Deed,in each case, whether arising before or after the Effective Date.
- (b) Each Continuing Party gives this release regardless of when the obligation, liability, action, Claim or demand arises and whether or not it is now or in the future aware of the facts and circumstances relevant to any obligation, liability, action, Claim or demand.
- (c) LLB and LLE acknowledge and agree that:
 - (i) the release in clause 5(a) does not affect any Continuing Party's right to enforce against LLB the obligations, liabilities or Claims referred to in clause 5(a);
 - (ii) the obligations, liabilities and Claims referred to in clause 5(a) are owed to, and exist in favour of, each Continuing Party as a result of the novation under clause 4.1; and

(iii) the release in clause 5(a) does not affect LLE's obligations under this deed.

6. RELEASE BY LLE

- (a) LLE, on and from the Effective Date, releases each Continuing Party from any:
- (i) obligation and liability it has under or in respect of the Independent Certifier Deed; and
 - (ii) action, Claim and demand it has, or but for this clause 6 would have had, against any Continuing Party under or in respect of the Independent Certifier Deed,
- in each case, whether arising before or after the Effective Date.
- (b) LLE gives this release regardless of when the obligation, liability, action, Claim or demand arises and whether or not it is now or in the future aware of the facts and circumstances relevant to any obligation, liability, action, Claim or demand.
- (c) Each Continuing Party acknowledges and agrees that:
- (i) the release in clause 6(a) does not affect LLB's right to enforce against any Continuing Party the obligations, liabilities or Claims referred to in clause 6(a);
 - (ii) the obligations, liabilities and Claims referred to in clause 6(a) are owed to, and exist in favour of, LLB as a result of the novation under clause 4.1; and
 - (iii) the release in clause 6(a) does not affect any Continuing Party's obligations under this deed.

7. AMENDMENT TO INDEPENDENT CERTIFIER DEED

From the Effective Date, Schedule 6 (*Form of Accession Deed*) of the Independent Certifier Deed is amended as follows:

- (a) in party row (3) delete the words "*The unincorporated joint venture comprising Lendlease Building Pty Limited (ABN 97 000 098 162) and Lendlease Engineering Pty Limited (ABN 40 000 201 516)*" and replace with the words "*Lendlease Building Pty Limited (ABN 97 000 098 162)*"; and
- (b) delete the execution block of "*Lendlease Engineering Pty Limited (ABN 40 000 201 516)*".

8. EFFECT OF NOVATION, ASSIGNMENT AND AMENDMENT

8.1 Effect of novation, assignment and amendment

- (a) LLB acknowledges and agrees that the novation and assignment of the Independent Certifier Deed pursuant to clause 4.1 and the amendments to the Independent Certifier Deed pursuant to clause 7 do not release or reduce the obligations or liabilities of LLB or the rights of any Continuing Party under the Independent Certifier Deed.
- (b) For the avoidance of doubt, the parties acknowledge and agree that nothing in this deed creates any obligations or liabilities for LLB or any Continuing Party under or in respect of the Independent Certifier Deed that did not already exist prior to the Effective Date.

8.2 **Liability of LLB**

LLB acknowledges and agrees that:

- (a) as between each Continuing Party and LLB, LLB remains liable to any Continuing Party for any breach caused by or contributed by LLE or any act or omission of LLE which occurred in respect of the Independent Certifier Deed before the Effective Date; and
- (b) any act or omission of LLE which occurred in respect of the Independent Certifier Deed before the Effective Date will be treated as an act or omission of LLB for the purposes of the Independent Certifier Deed.

8.3 **No other amendments**

Except as expressly set out in this deed and as contemplated under clause 12.10(b)(ii) of the Independent Certifier Deed, no other amendments are made to the Independent Certifier Deed nor are any other amendments to be inferred or implied, and in all other respects, the Independent Certifier Deed is confirmed and remains in full force and effect.

9. **REPRESENTATIONS AND WARRANTIES**

9.1 **General representations and warranties of LLB and LLE**

Each of LLB and LLE represent and warrants to each other party that:

- (a) **(incorporation)** it is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;
- (b) **(power and capacity)** it has full power and capacity to own its assets, and to enter into and perform its obligations under this deed;
- (c) **(corporate authorisations)** it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (d) **(binding obligations)** this deed constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms subject to any necessary stamping and registration and to equitable principles and laws generally affecting creditors rights; and
- (e) **(no trust)** it enters into and performs this deed on its own account and not as trustee for or nominee of any other person.

9.2 **General representations and warranties of the Principal**

The Principal represents and warrants that:

- (a) it is a NSW Government agency validly constituted and existing under the Transport Administration Act;
- (b) it has or will have in full force and effect all authorisations necessary under its constituent legislation to enter into and perform its obligations under this deed (or will have them in full force and effect at the time the obligation is to be performed);
- (c) this deed constitutes a valid and legally binding obligation of it in accordance with its terms; and

- (d) the execution, delivery and performance of this deed by the Principal does not violate any Law, or any document or agreement to which it is a party or which is binding on it or its assets.

9.3 Repetition of representations and warranties

The representations and warranties in this clause 9 are taken to be repeated on the Effective Date, on the basis of the facts and circumstances as at that date.

9.4 Reliance on representations and warranties

Each party acknowledges that each other party has executed this deed and agreed to take part in the transactions that it contemplates in reliance on the representations and warranties that are made or repeated in this clause 9.

10. COSTS

Each party must pay its own costs and expenses in respect of the negotiation, preparation, execution, delivery and registration in respect of this deed.

11. GENERAL

11.1 Notices

- (a) Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this deed or the Independent Certifier Deed sent to a Continuing Party or LLB must be sent in accordance with the notice provisions in the Independent Certifier Deed.
- (b) Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this deed or the Independent Certifier Deed sent to LLE must be addressed as follows:

Address: Level 14, Tower Three, International Towers, Sydney,
Exchange Place, 300 Barangaroo Ave,
Barangaroo NSW 2000

Email: 

Attention: 

11.2 Governing law and jurisdiction

- (a) This deed is governed by the law in force in the State of New South Wales, Australia.
- (b) Each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in the State of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

11.3 Further action to be taken at each party's own expense

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this deed and the transactions contemplated by it.

11.4 Counterparts

- (a) This deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this deed by signing any counterpart.

11.5 Prohibition and enforceability

- (a) Any provision of, or the application of any provision of, this deed or any Power which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this deed which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

11.6 Waivers

- (a) Waiver of any right arising from a breach of this deed or of any Power, arising upon default under this deed must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in exercise, or partial exercise, of a Power arising from a breach of this deed, or created or arising upon default under this deed, does not result in a waiver of that Power.

11.7 Variation

A variation of any term of this deed must be in writing and signed by the parties.

11.8 Cumulative rights

The Powers are cumulative and do not exclude any other right, power, authority, discretion or remedy of any party.

11.9 Assignment

A party may not assign or otherwise deal with any of its rights, interests or obligations under this deed without the prior written consent of the other party.

11.10 Survival

Any term which, by its nature, is intended to survive termination and any rights arising on or accruing before termination will survive rescission, termination or expiration of this deed.

EXECUTED as a deed.

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

LLE

Signed sealed and delivered for
**Lendlease Engineering Pty
Limited**
by its attorney

in the presence of

sign here ► _____ *sign here* ► _____
Attorney Witness

print name _____ *print name* _____

LLB

Signed sealed and delivered for
Lendlease Building Pty Ltd
by its attorney

in the presence of

sign here ► _____ *sign here* ► _____
Attorney Witness

print name _____ *print name* _____

PRINCIPAL

Signed sealed and delivered by
Sydney Metro by its duly
authorised delegate

in the presence of

sign here ► _____ *sign here* ► _____
Signature of authorised delegate Signature of Witness

print name _____ *print name* _____

INDEPENDENT CERTIFIER

Signed sealed and delivered by
Advisian Pty Ltd
by

sign here ▶ _____ *sign here* ▶ _____
Company Secretary/Director Director

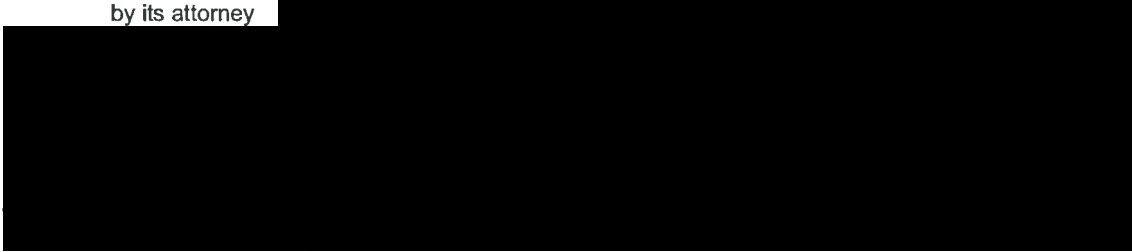
print name _____ *print name* _____



Signing page

Executed as a deed

Signed sealed and delivered for
**Lendlease Engineering Pty
Limited**
by its attorney



Signed sealed and delivered for
Lendlease Building Pty Ltd
by its attorney



Signed sealed and delivered by
Sydney Metro by its duly authorised
delegate

