

SCHEDULE D1. – SITE ACCESS SCHEDULE

(Schedule A2)

1. OVERVIEW AND SCOPE**1.1 General**

- (a) This Schedule D1 identifies:
- (i) the Site Access Date for each part of the Construction Site;
 - (ii) the Construction Licence Sunset Date for each part of the S1 Construction Site;
 - (iii) the restrictions on access, possession and use that will apply to access to or use of each part of the Construction Site by the WL Developer and its Associates; and
 - (iv) the restrictions on the type of MQD Works that may be constructed on each part of the Construction Site.
- (b) This Schedule D1 is subject to the requirements of:
- (i) this deed; and
 - (ii) any other document or condition referred to in this Schedule D1 (including in the "Restrictions on access, possession and use" column of the tables contained in sections 3 and 4 of this Schedule D1).

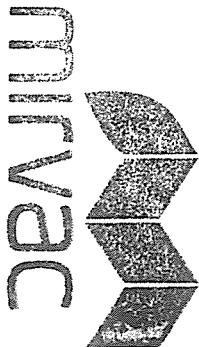
1.2 References

In this Schedule D1, a reference to:

- (a) an **Area** is a reference to an area of land depicted in the Construction Site Drawings with an individual Area reference (e.g. Area 'A4');
- (b) **Construction Site Drawings** is a reference to the drawings described in Table 1 of section 2.1 of this Schedule D1; and
- (c) **Lot [No.] DP [No.]** are references to land contained in the lots and deposited plans (DPs) registered with LRS as at the date of this deed under the *Real Property Act 1900* (NSW).

1.3 Explanation of sections 3 and 4

- (a) The table in section 3 in this Schedule D1 comprises 5 columns as follows:
- (i) "Area of the S1 Construction Site" specifies the specific parcel of land within the S1 Construction Site;
 - (ii) "Site Access Date" is the date on which the Principal must give or procure the WL Developer access to the land referred to in the corresponding "Area of the S1 Construction Site" column, and must be read in conjunction with the corresponding "Restrictions on access, possession and use" column;
 - (iii) "Construction Licence Sunset Date" is the date on which, if the Principal has not provided the WL Developer with access to the land referred to in the corresponding "Area of the S1 Construction Site" column, the Principal may



give the WL Developer notice of its intention to terminate this deed pursuant to clause 31.6 (*Access termination event*);

(iv) "Restrictions on access, possession and use" either:

(A) contains a cross reference to a document; or

(B) specifies terms and conditions,

with which the WL Developer must comply in accessing or occupying the land referred to in the corresponding "Area of the S1 Construction Site" column; and

(v) "Restrictions on type of work" are the restrictions on the type of work that may be carried out by the WL Developer or its Associates on the land referred to in the corresponding "Area of the S1 Construction Site" column.

(b) The table in section 4 in this Schedule D1 comprises 4 columns as follows:

(i) "Area of the S2 Construction Site" specifies the specific parcel of land within the S2 Construction Site;

(ii) "Site Access Date" is the date on which the Principal must give or procure the WL Developer access to the land referred to in the corresponding "Area of the S2 Construction Site" column, and must be read in conjunction with the corresponding "Restrictions on access, possession and use" column;

(iii) "Restrictions on access, possession and use" either:

(A) contains a cross reference to a document; or

(B) specifies terms and conditions,

with which the WL Developer must comply in accessing or occupying the land referred to in the corresponding "Area of the S2 Construction Site" column; and

(iv) "Restrictions on type of work" are the restrictions on the type of work that may be carried out by the WL Developer or its Associates on the land referred to in the corresponding "Area of the S2 Construction Site" column.

1.4 **General terms and restrictions upon access**

The "Restrictions on access, possession and use" columns of sections 3 and 4 in this Schedule D1 do not limit the WL Developer's obligations to comply with this deed or the Project Plans.

2. **CONSTRUCTION SITE – DRAWINGS**

2.1 **Drawings and Unregistered Plans of Acquisition**

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

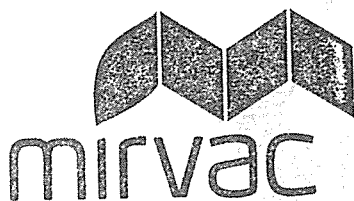


Table 1 Drawings

Drawing number	Revision	Drawing title (number of sheets)	Electronic file reference
NWRLSRT-RPS-SWS-SR-DWG-000024	C	SMC & SW WATERLOO STATION AND METRO QUARTER DEVELOPMENT SITE ACCESS PLAN (2 sheets)	NWRLSRT-RPS-SWS-SR-DWG-000024.C.01.INF
NWRLSRT-RPS-SWS-SR-DWG-000026	C	SMC & SW WATERLOO METRO QUARTER DEVELOPMENT SITE ACCESS PLAN (2 sheets)	NWRLSRT-RPS-SWS-SR-DWG-000026.C.01.INF

2.2 Boundaries

- (a) Subject to section 2.2(b) of this Schedule D1, each Area in the Construction Site Drawings contains the land enclosed by the plan area represented for that Area in the Construction Site Drawings.
- (b) Areas in the Construction Site Drawings are unrestricted in height and depth above and below the plan area represented in the Construction Site Drawings, unless a limit is specified in the Construction Site Drawings or this Schedule D1.
- (c) Where boundaries of the Construction Site are identified as curved in the Construction Site Drawings, the boundary is defined by the schedule of curved boundaries included in the Construction Site Drawings.

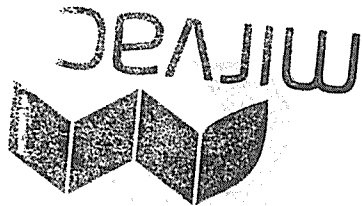


3. LAND FORMING PART OF THE S1 CONSTRUCTION SITE

No	Area of the S1 Construction Site	Site Access Date	Construction Licence Sunset Date	Restrictions on access, possession and use	Restrictions on type of work
1.	Areas "B11", "B12", "B13", "B14" and "B15"	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2.	Areas "B8" and "B9"	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

4. LAND FORMING PART OF THE S2 CONSTRUCTION SITE

[REDACTED]					
No	Area of the S2 Construction Site	Site Access Date	Construction Licence Sunset Date	Restrictions on access, possession and use	Restrictions on type of work
1.	MQD Lot	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



SCHEDULE D2. – EXISTING ENCUMBRANCES

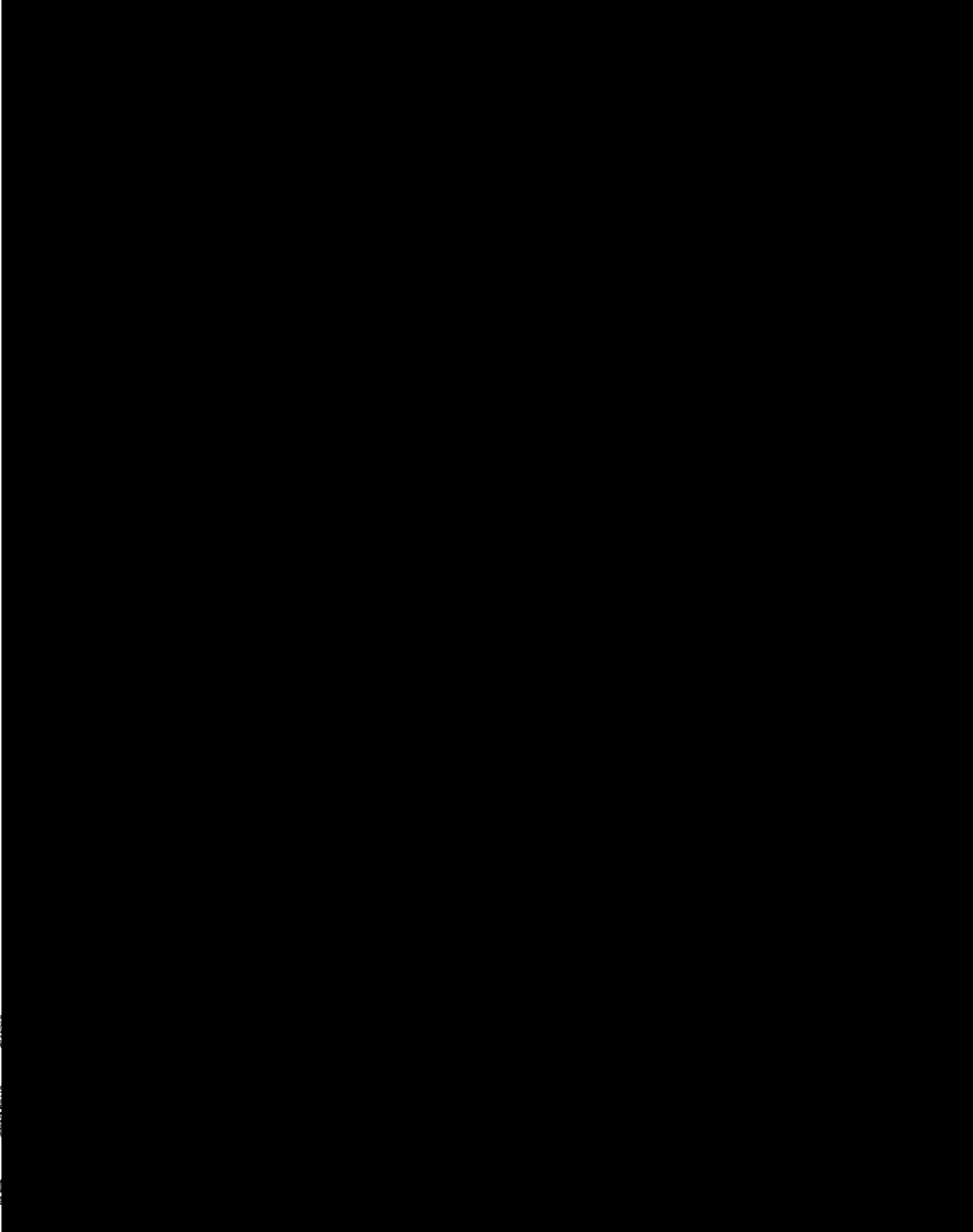
(Clause 9.9 and Schedule A2)

Not applicable.

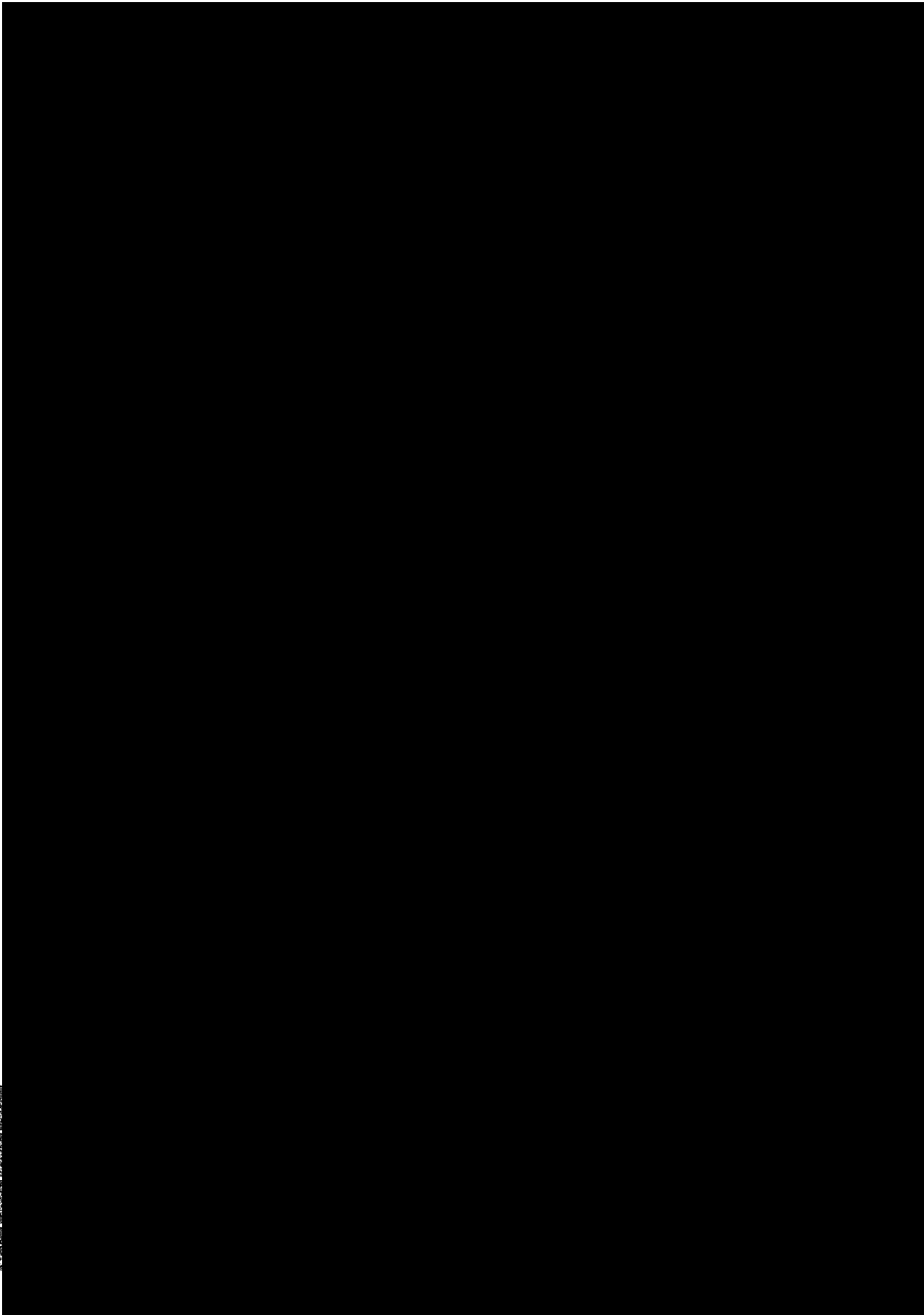


SCHEDULE D3. – TRANSFER OF TITLE

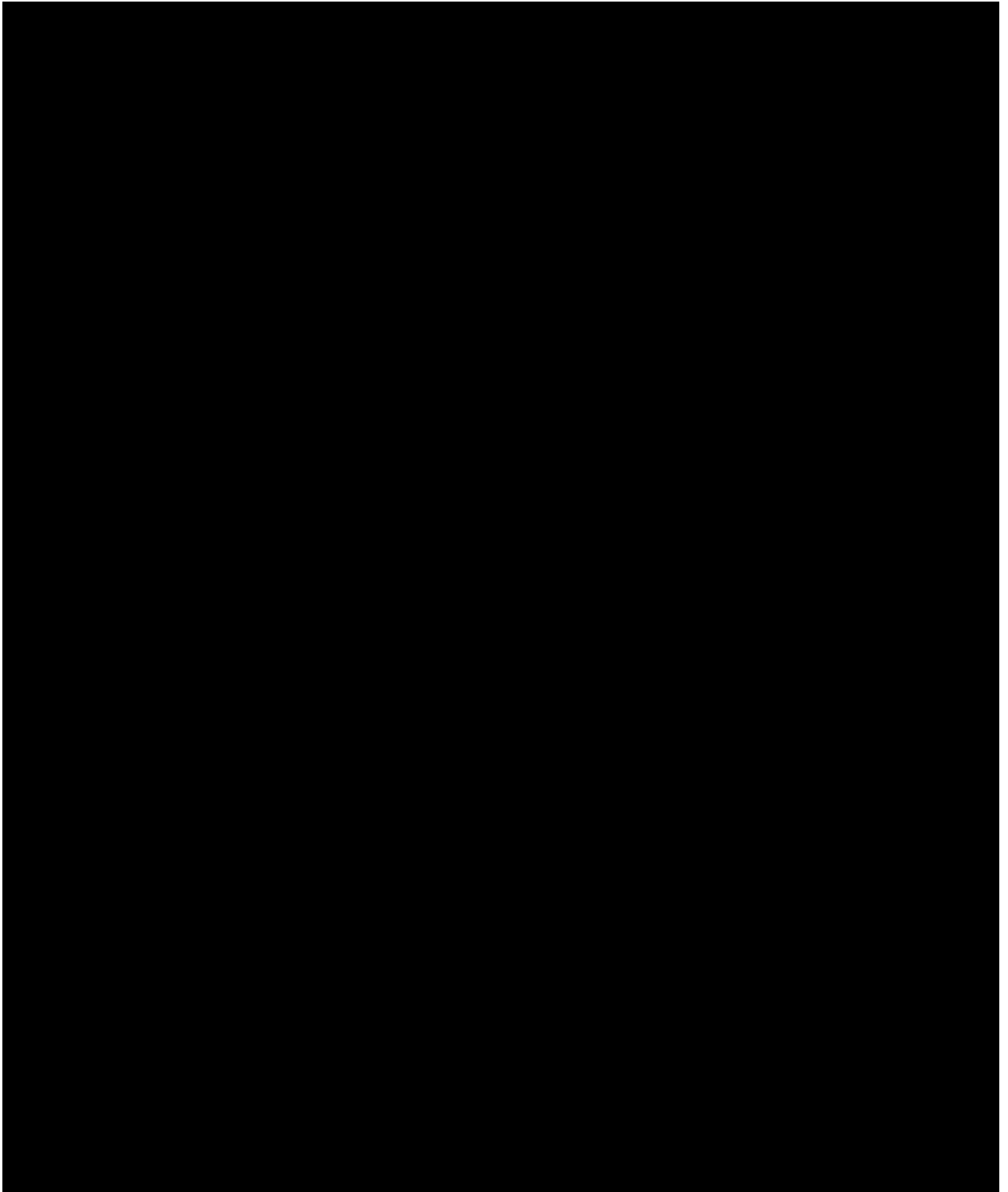
(Clause 25)



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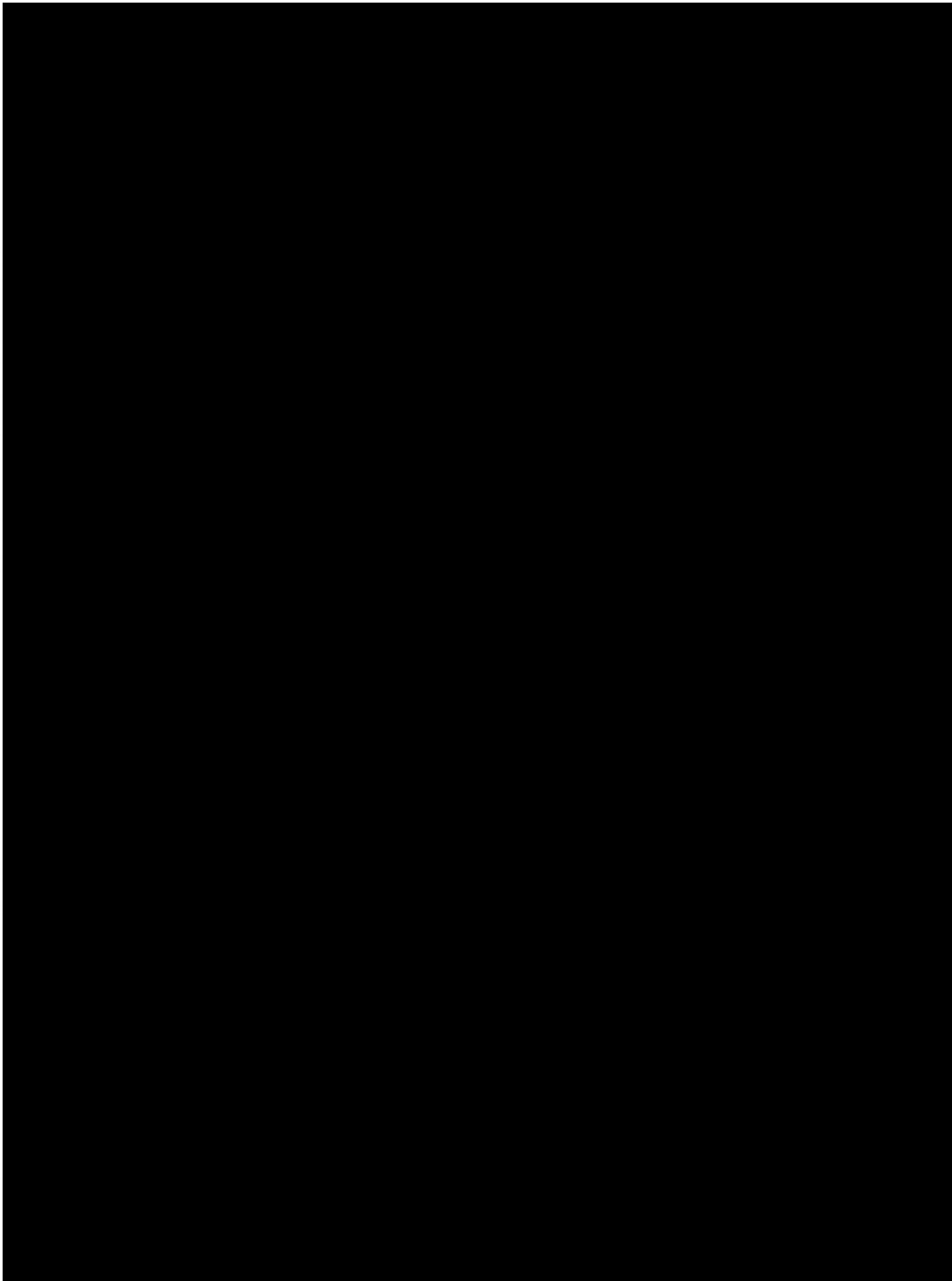
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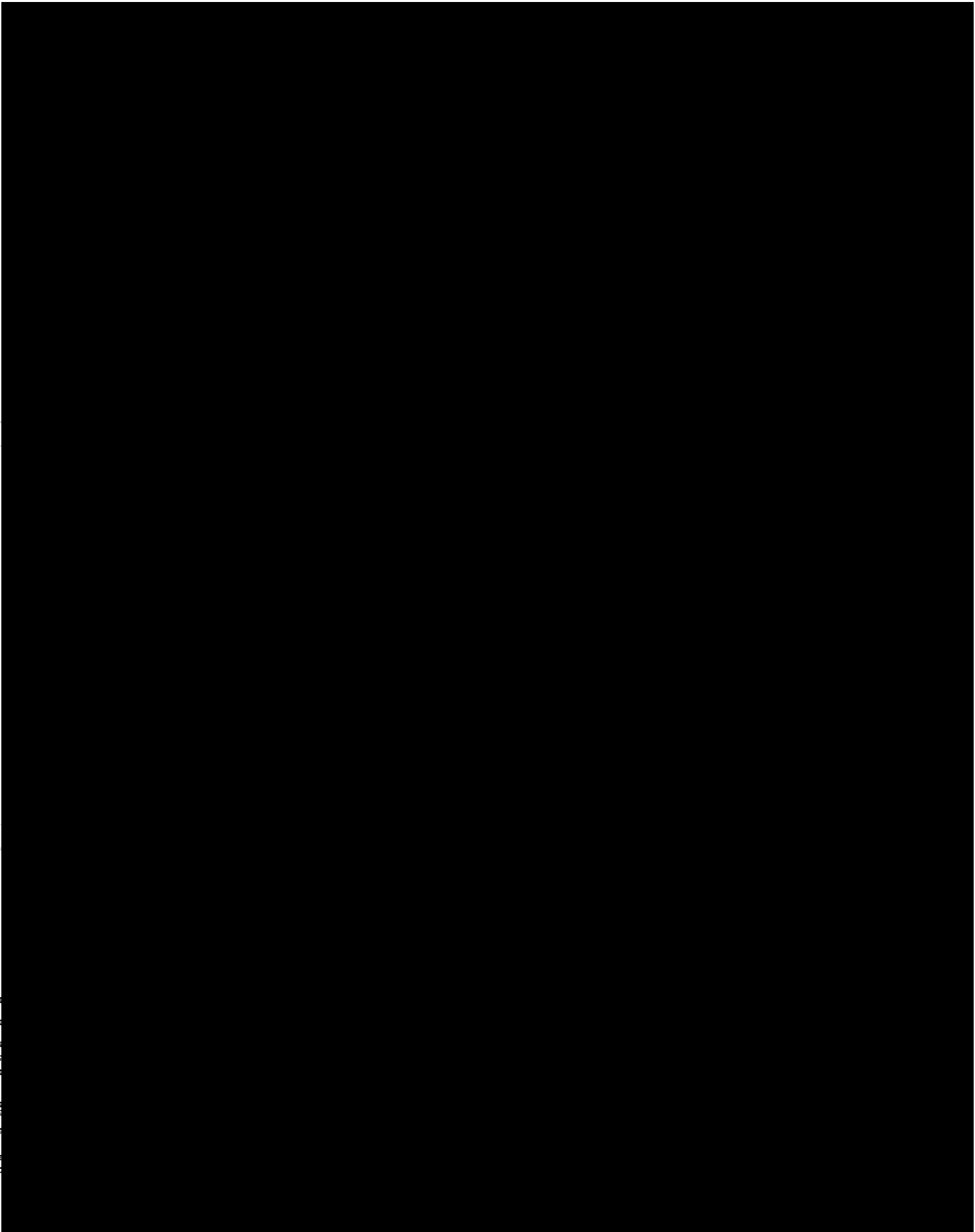


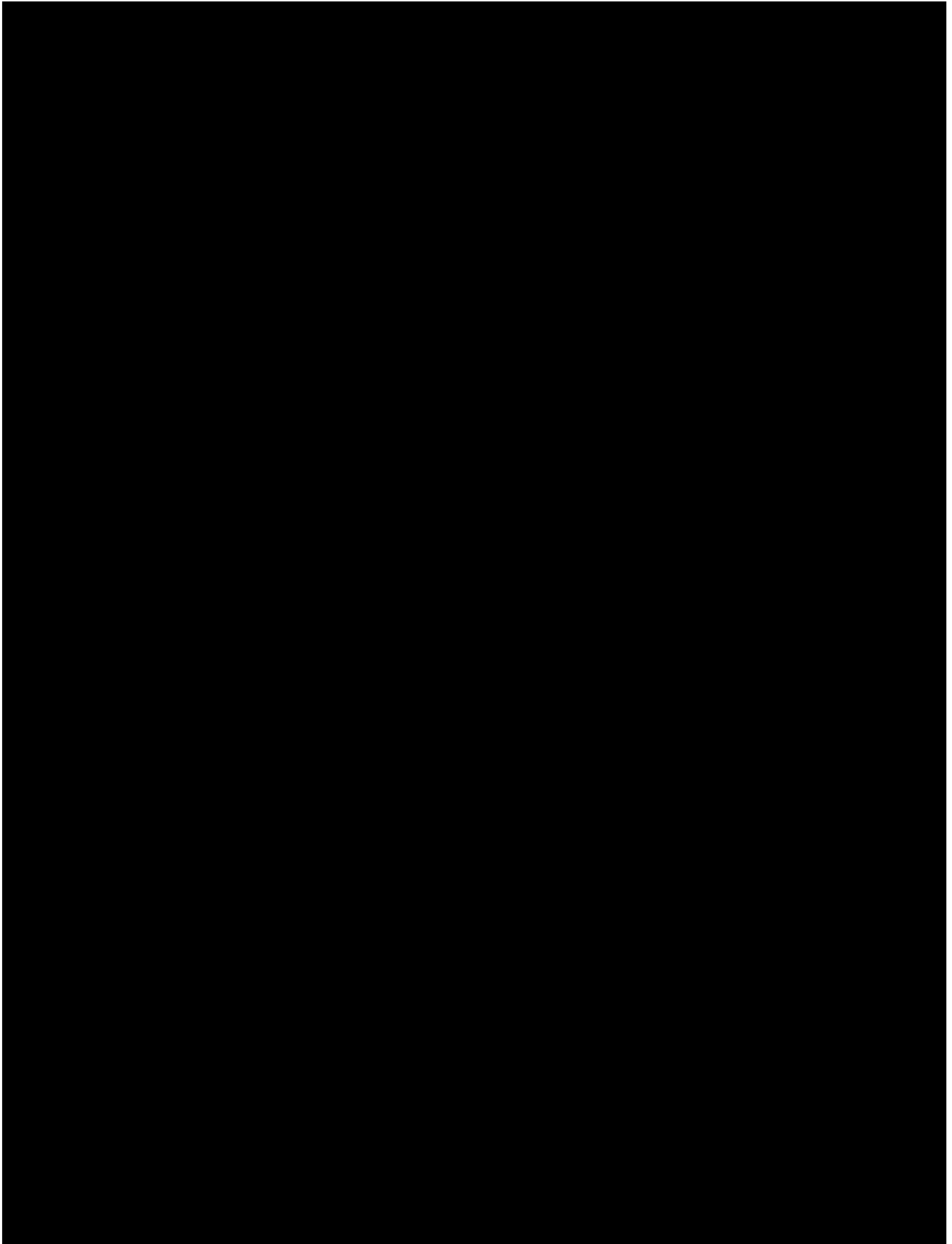
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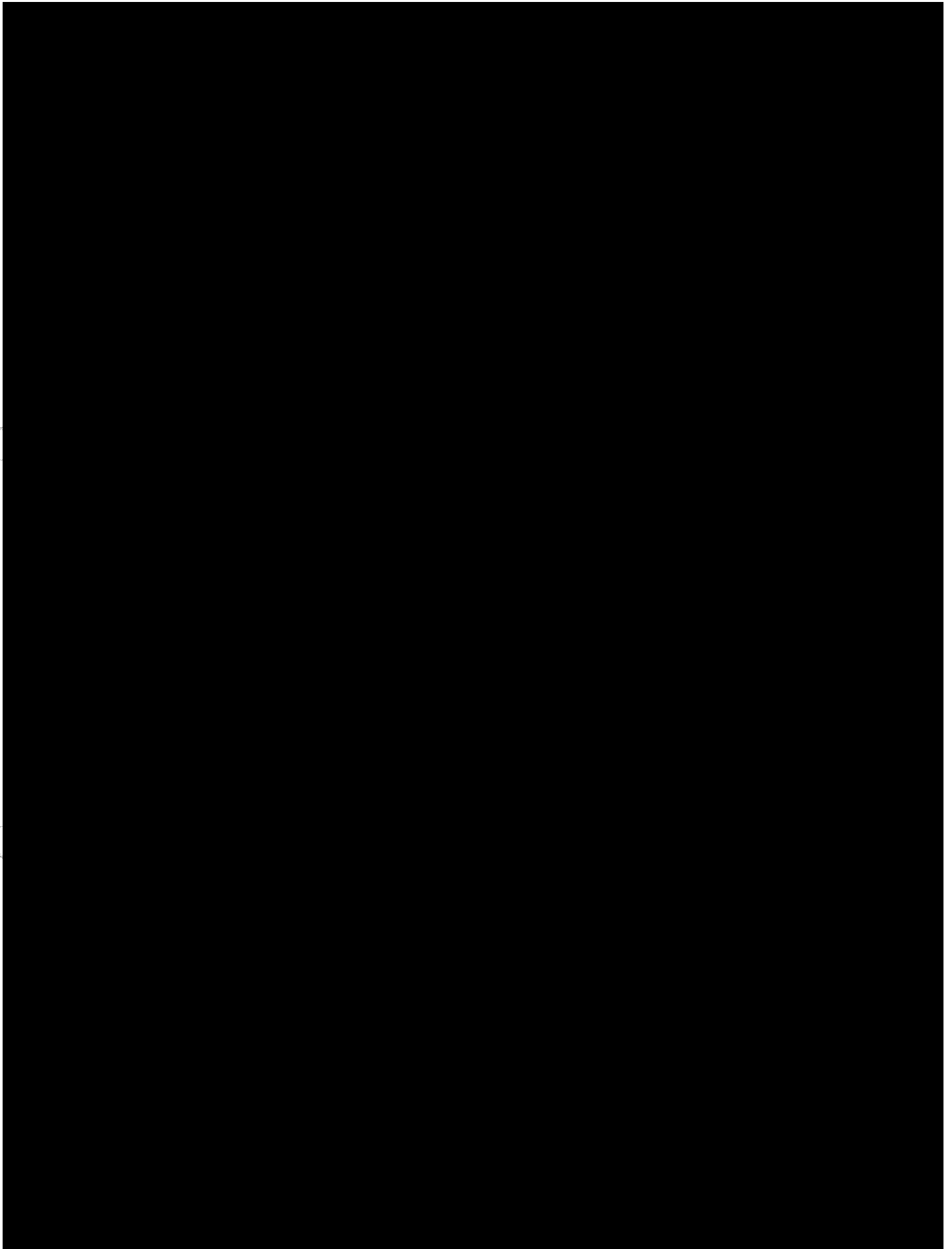


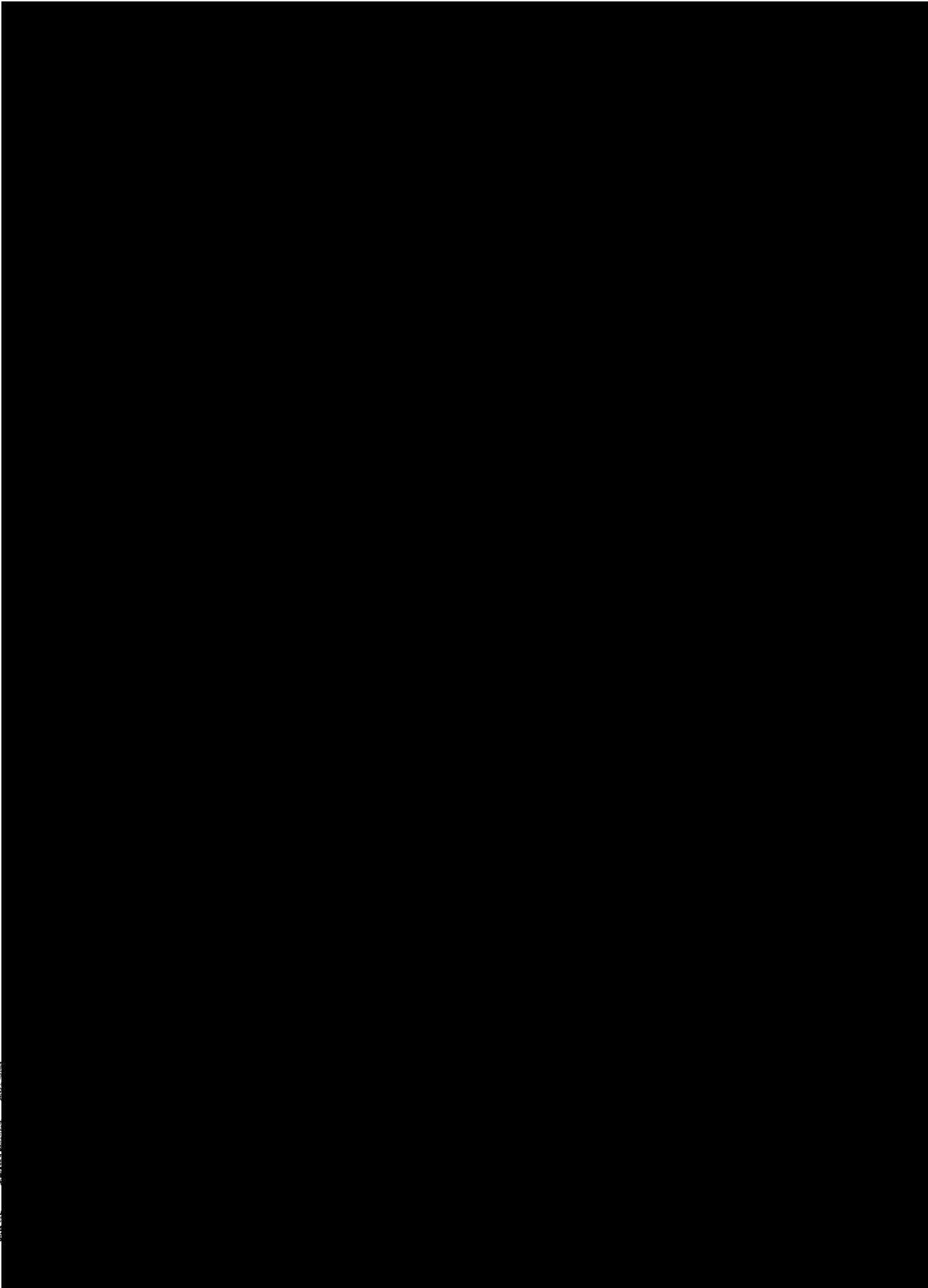
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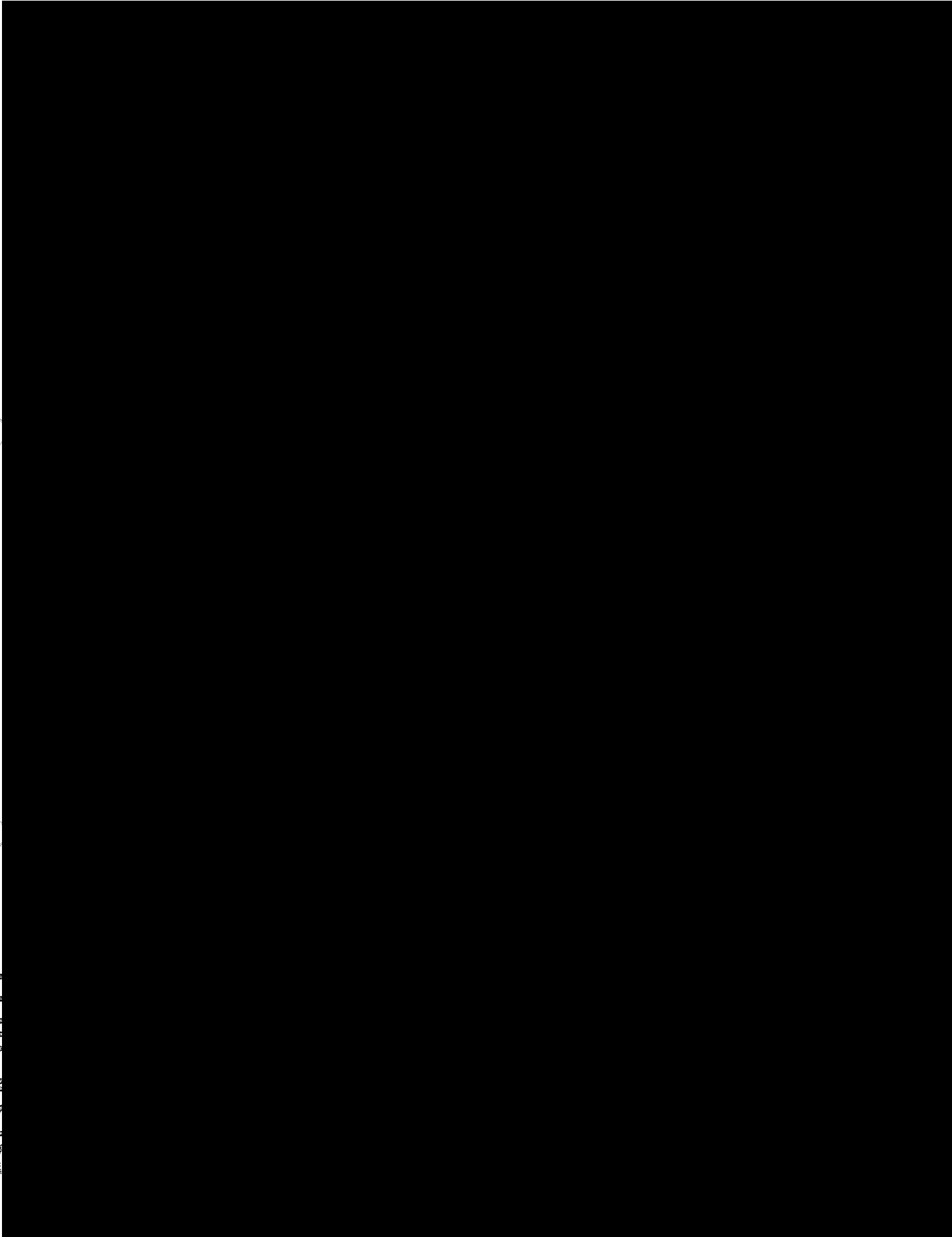


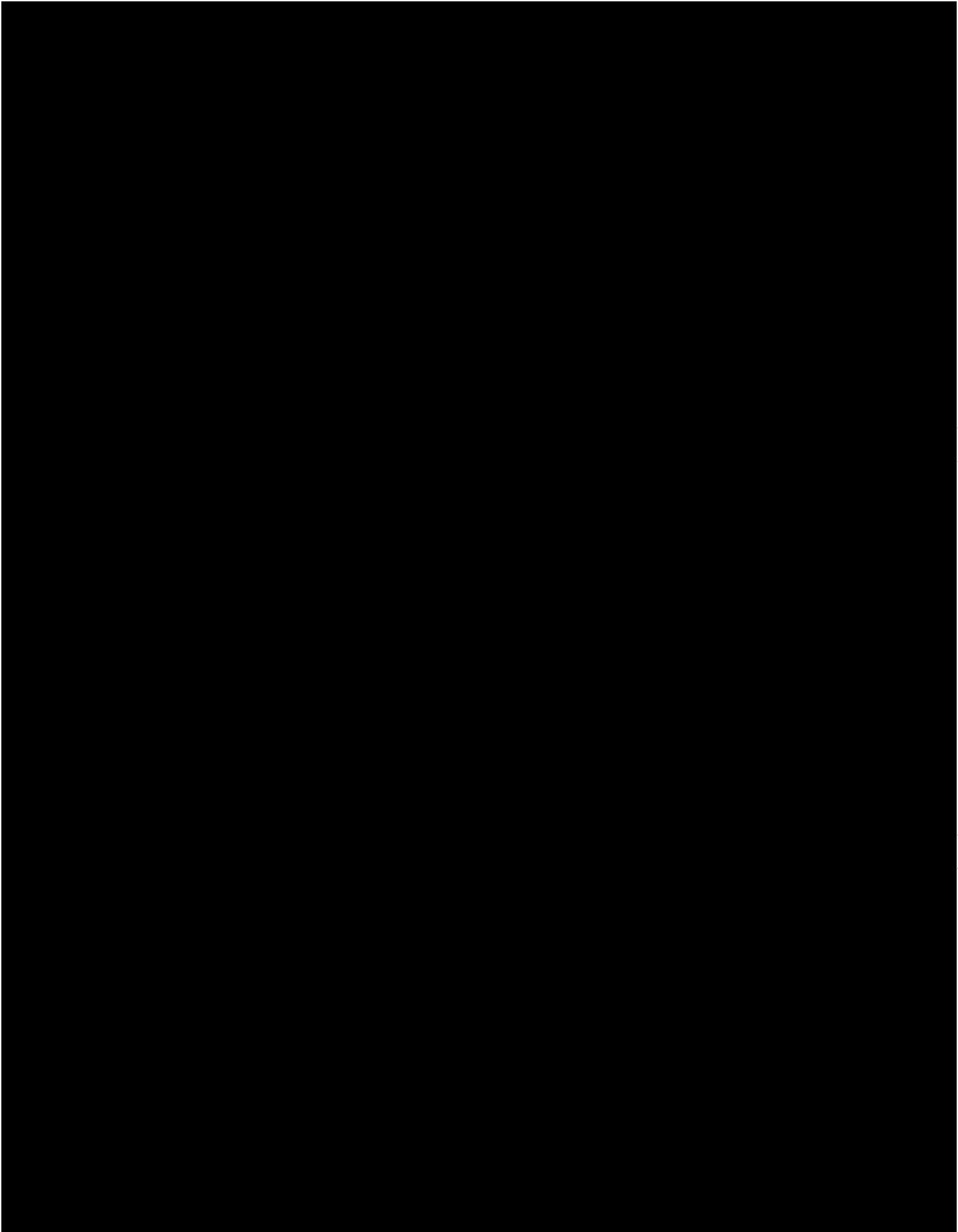






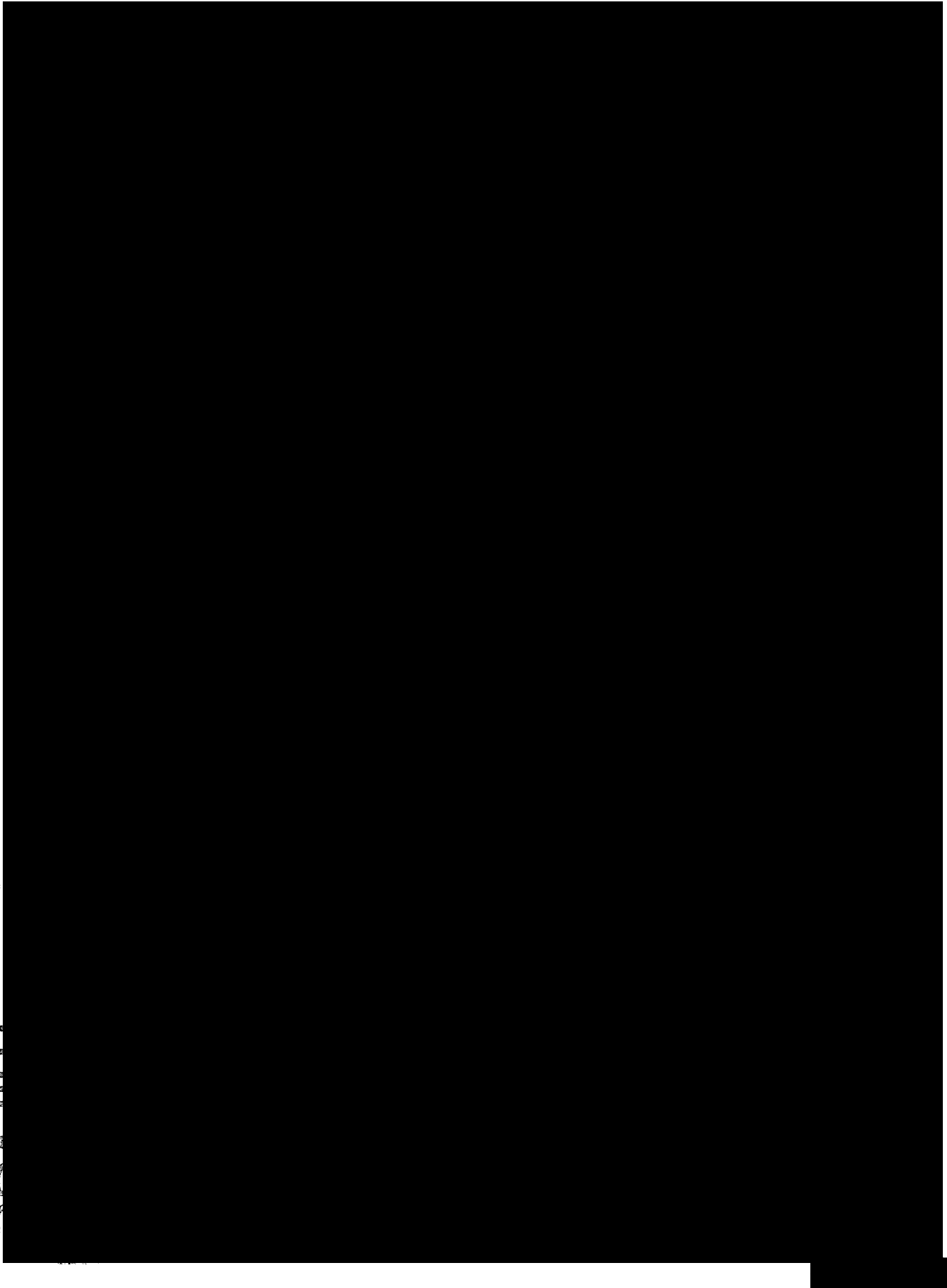
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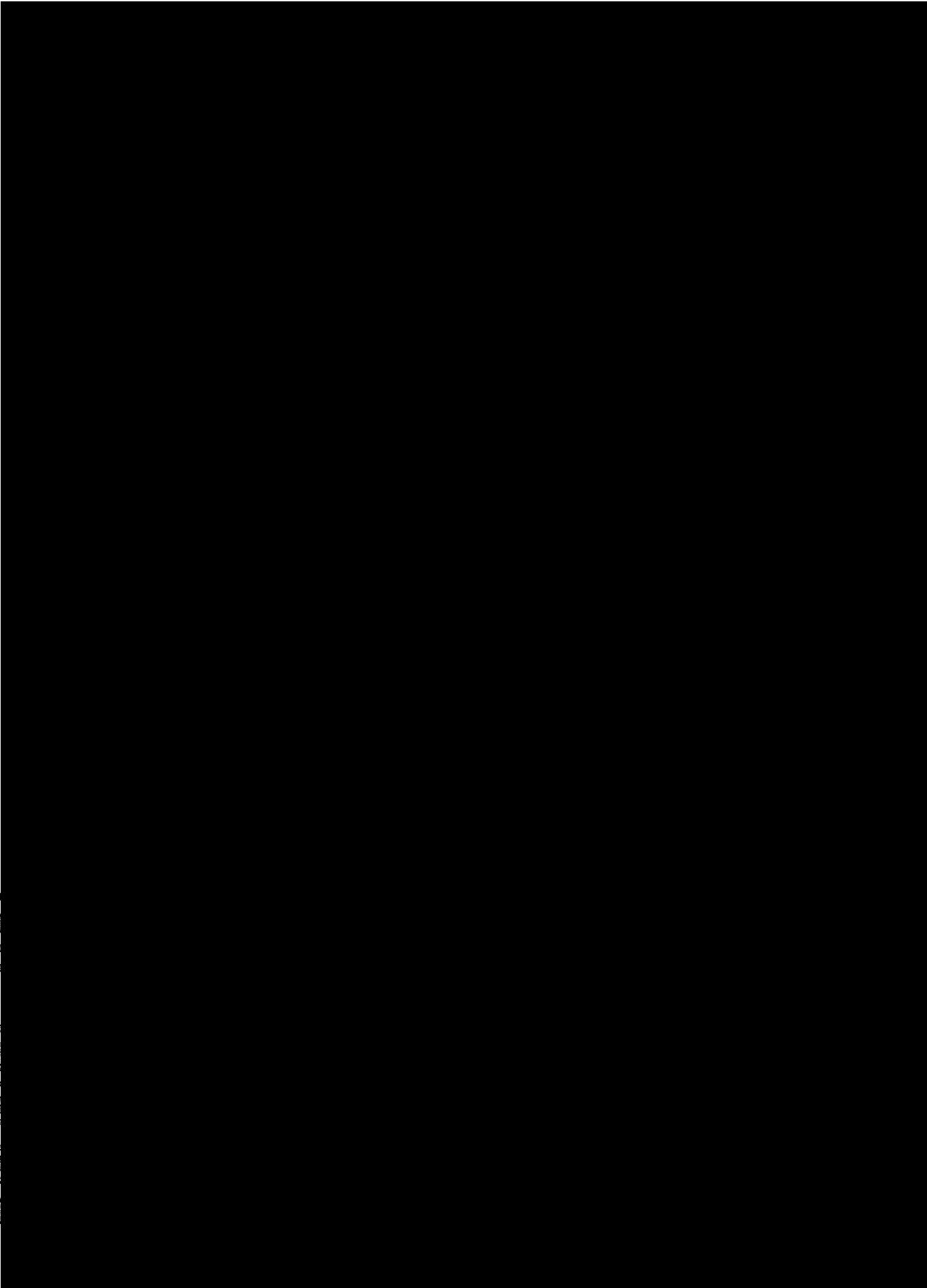


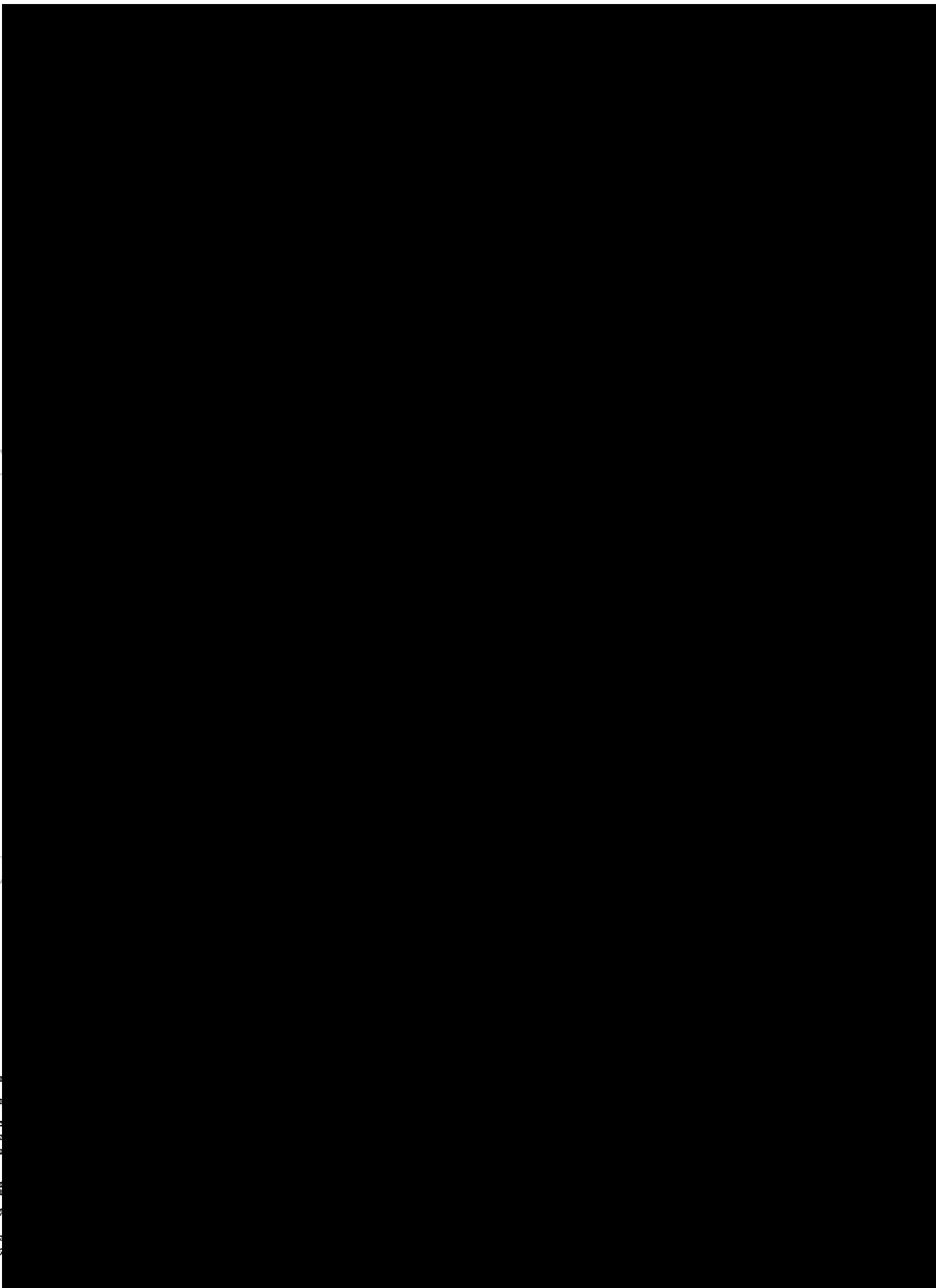
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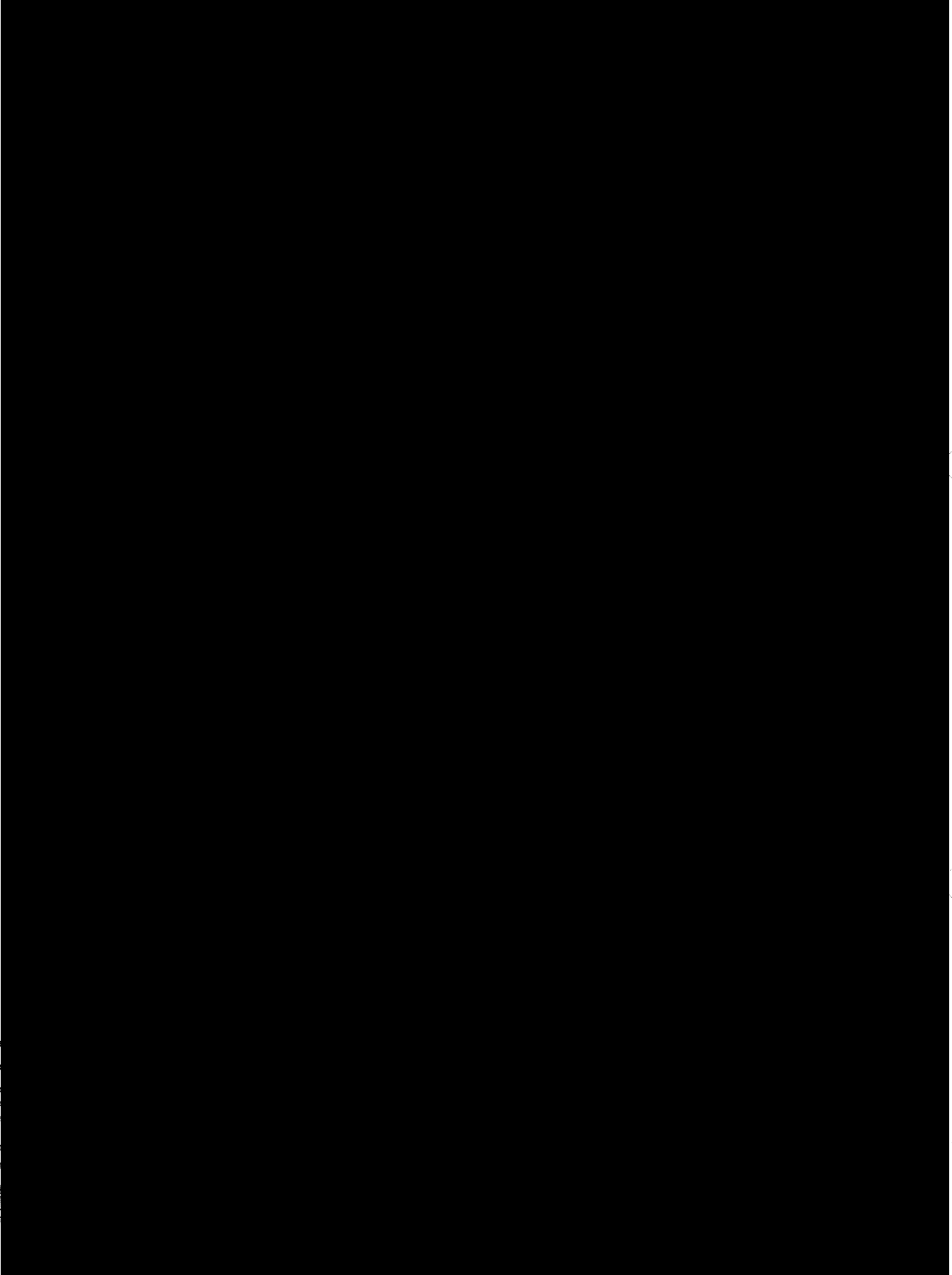
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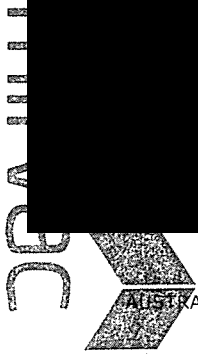


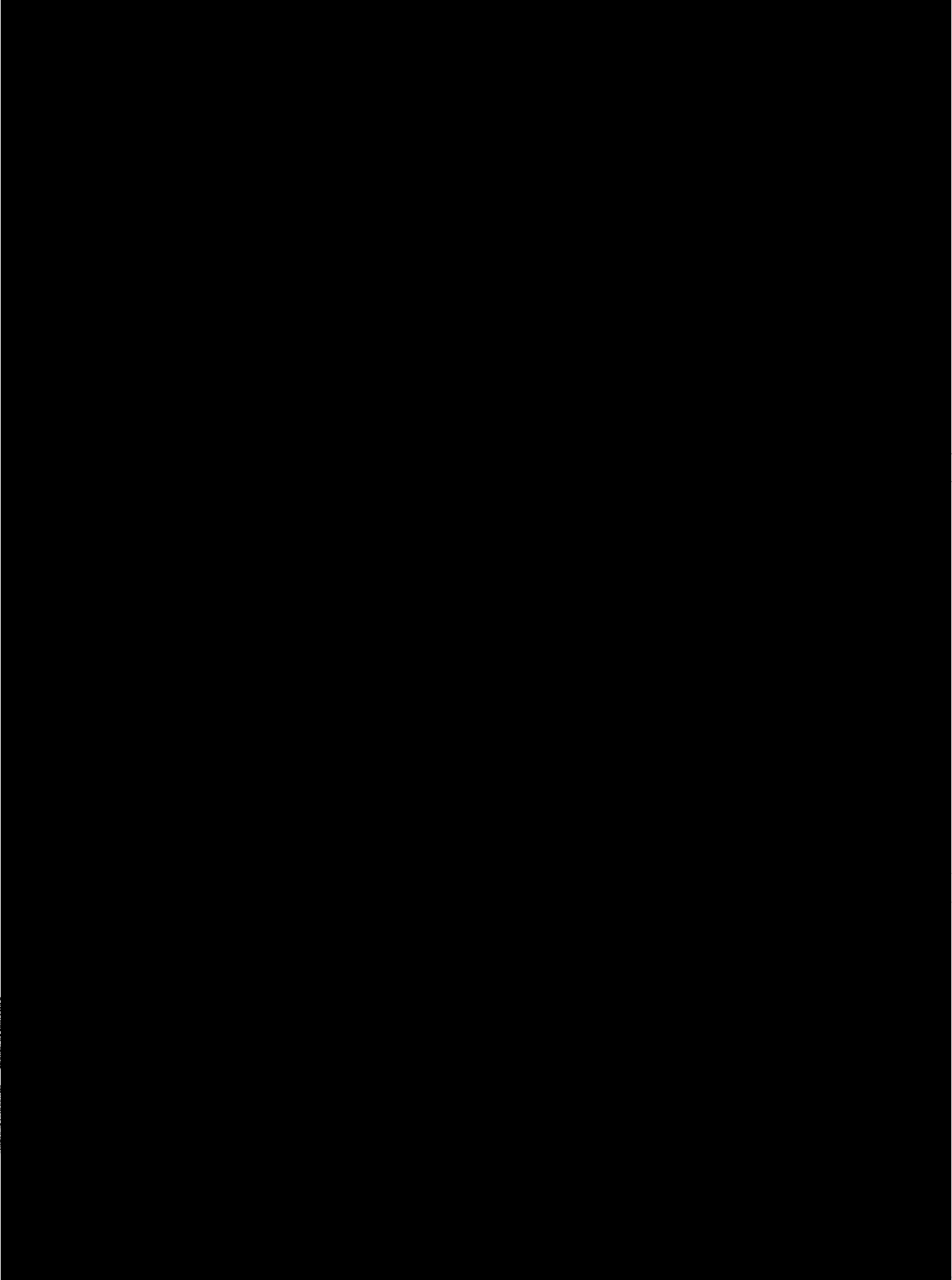




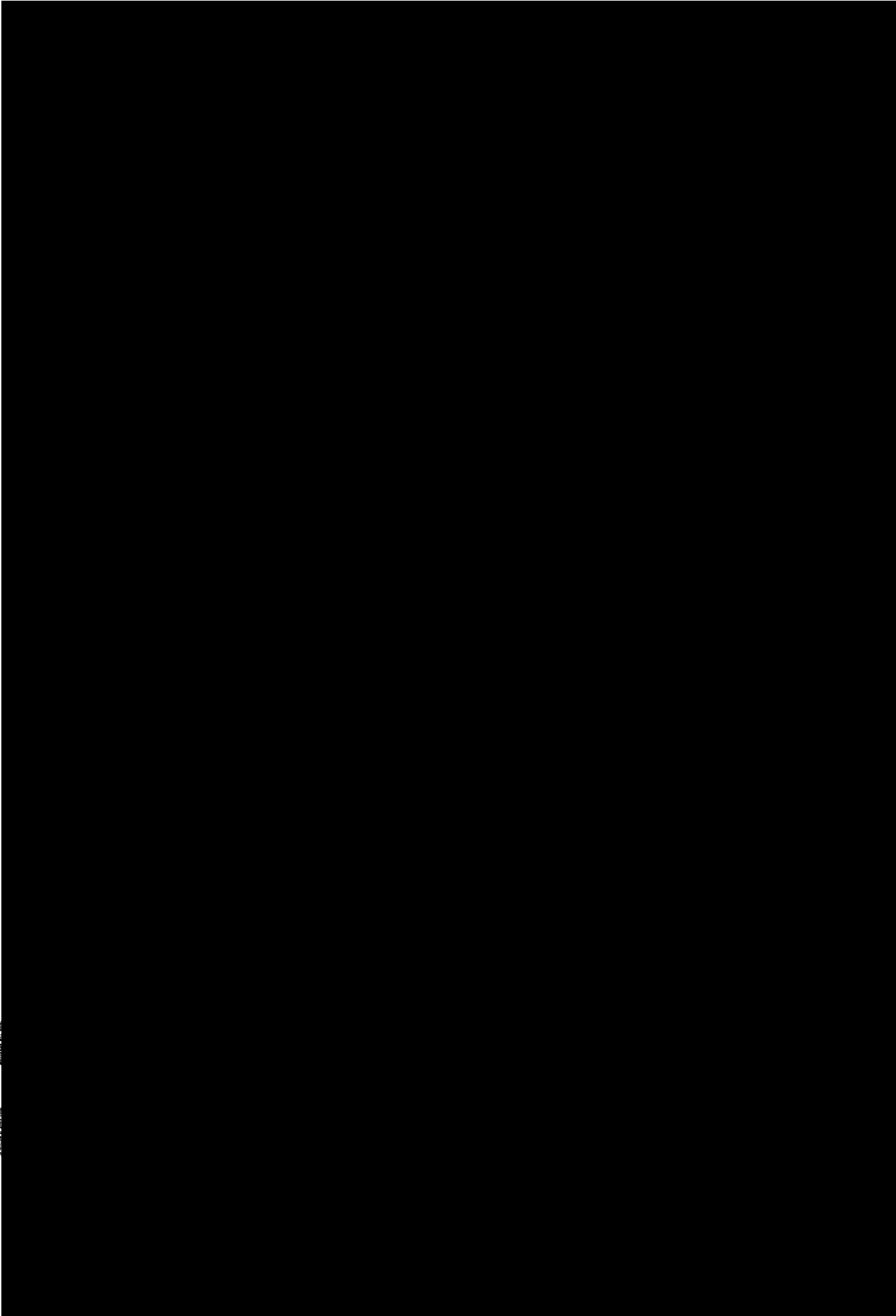
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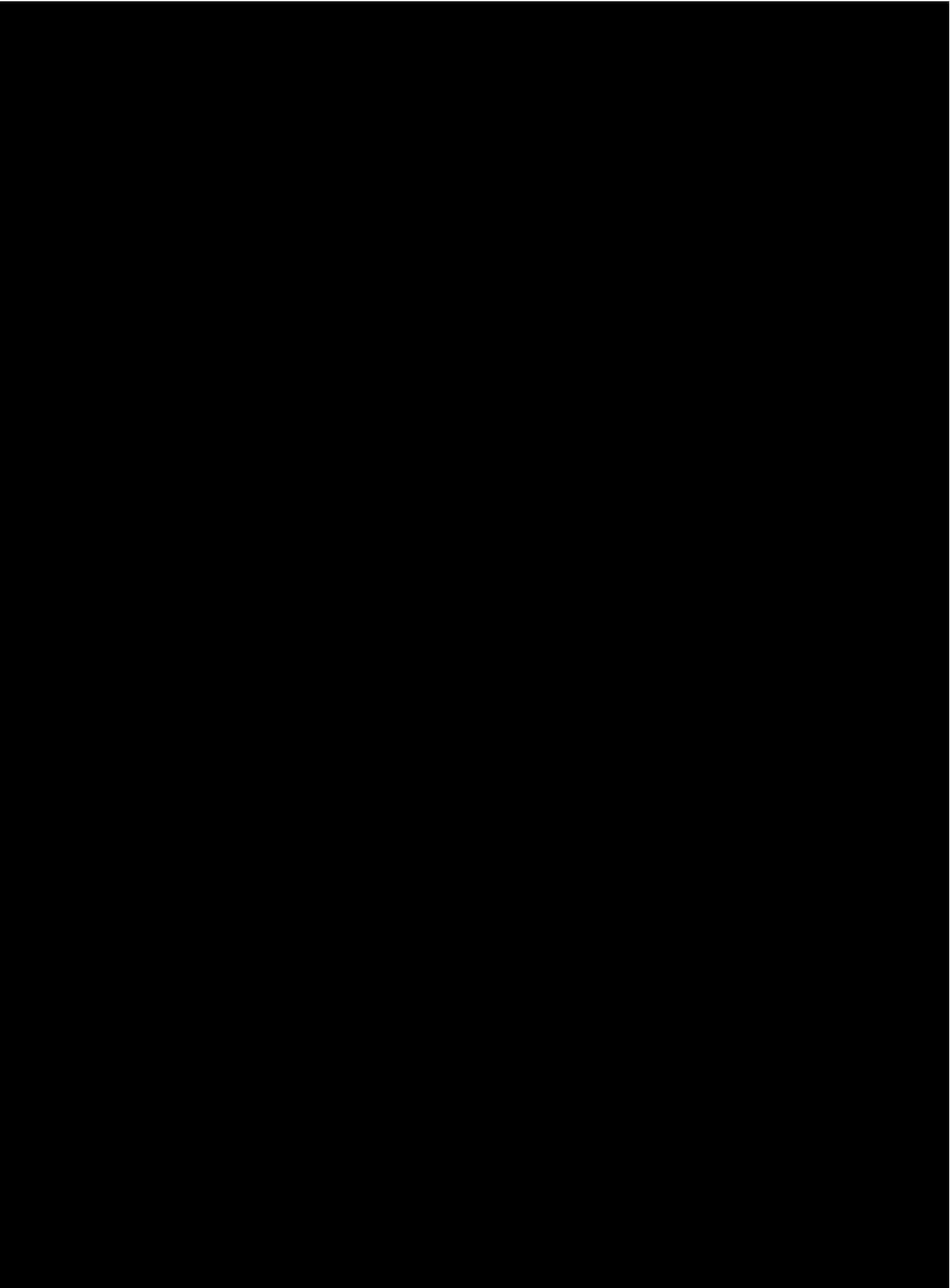
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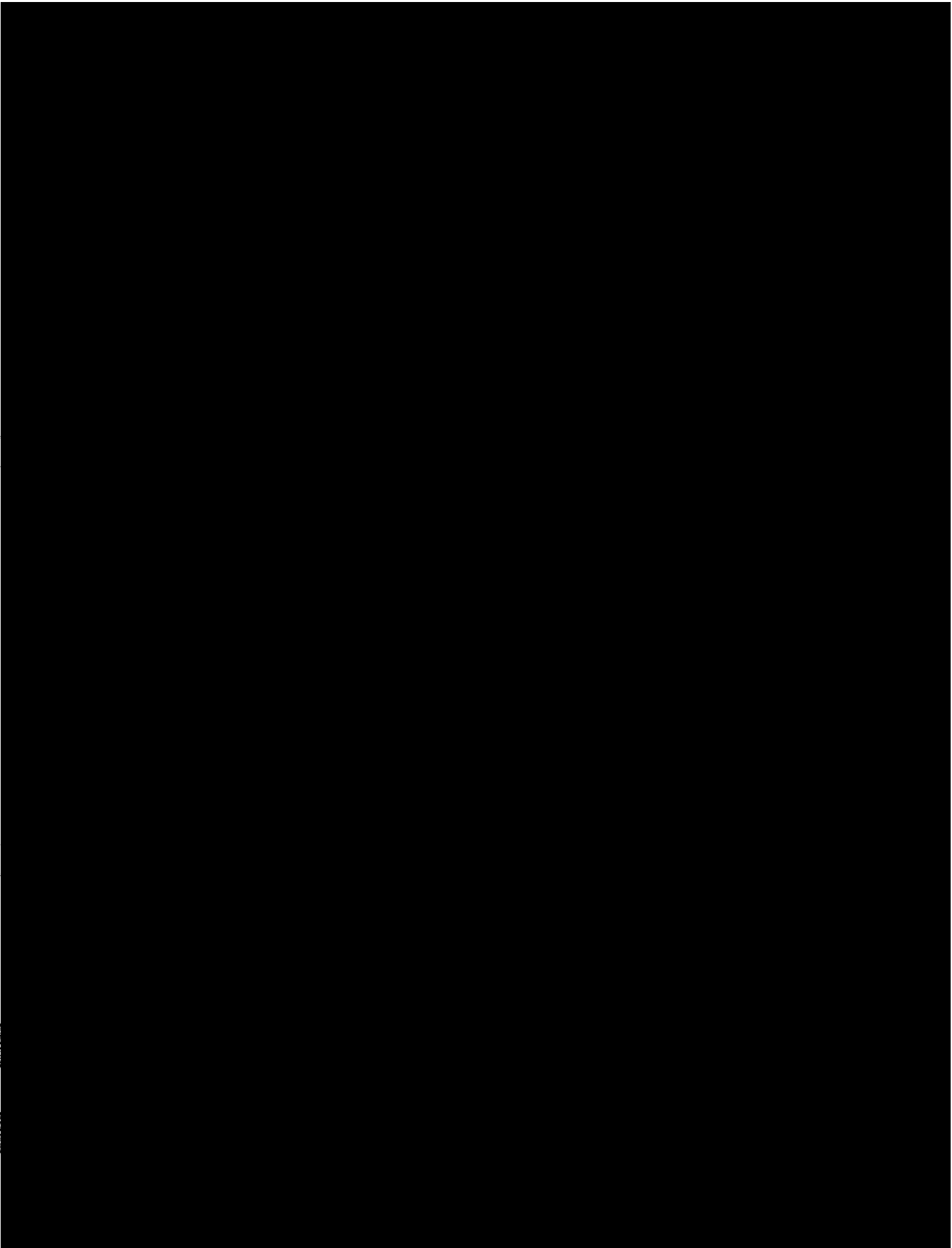


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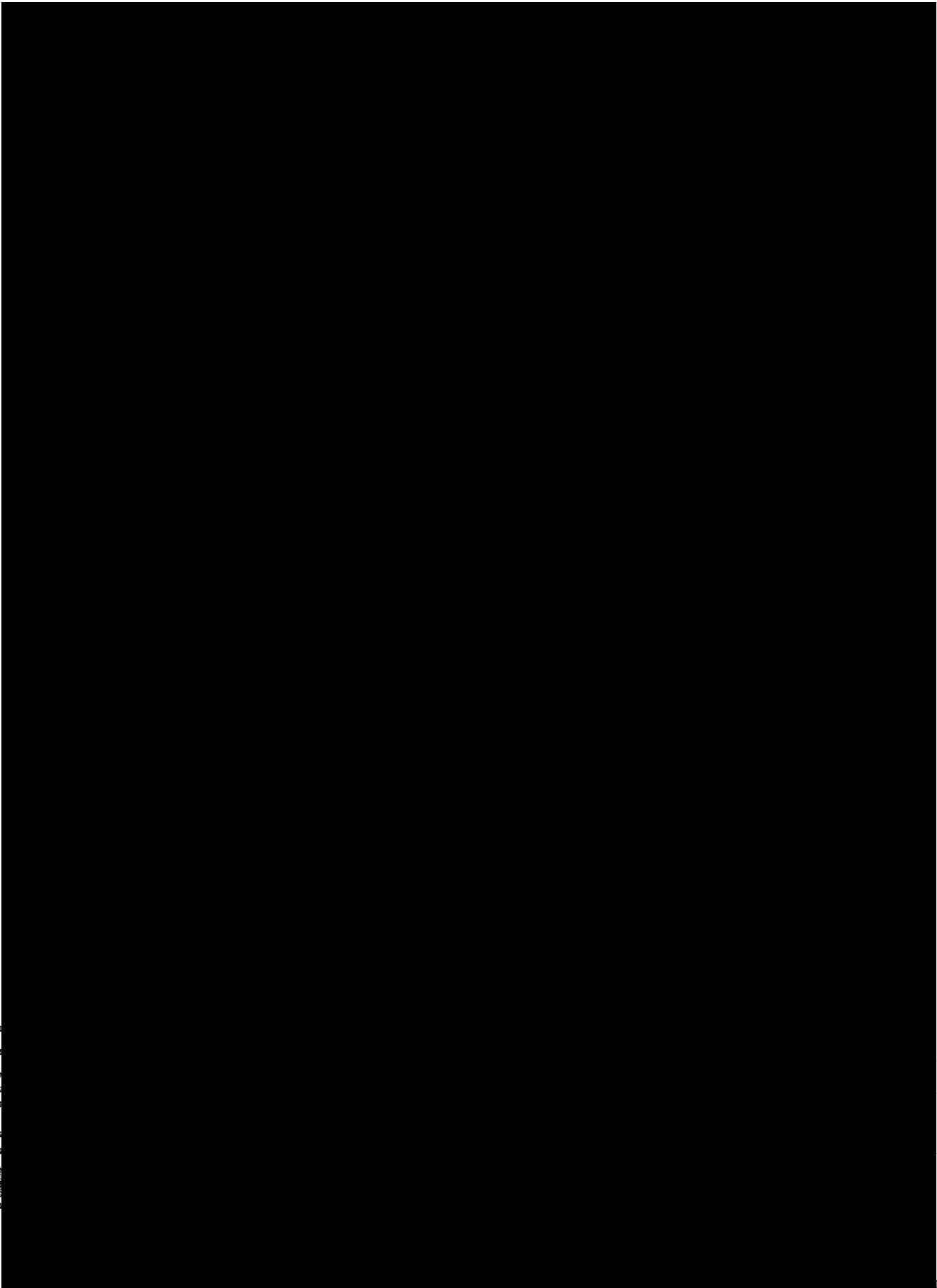




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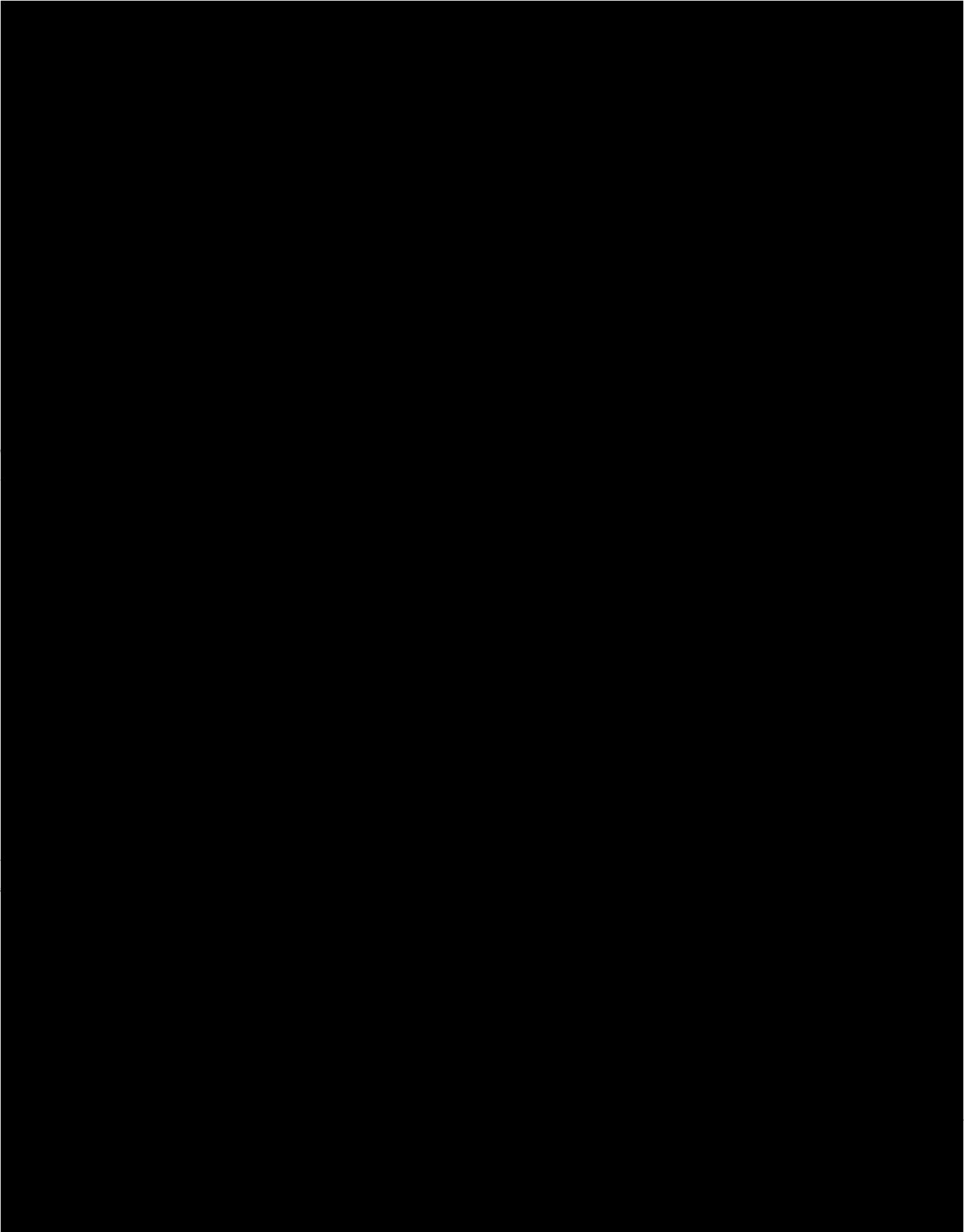


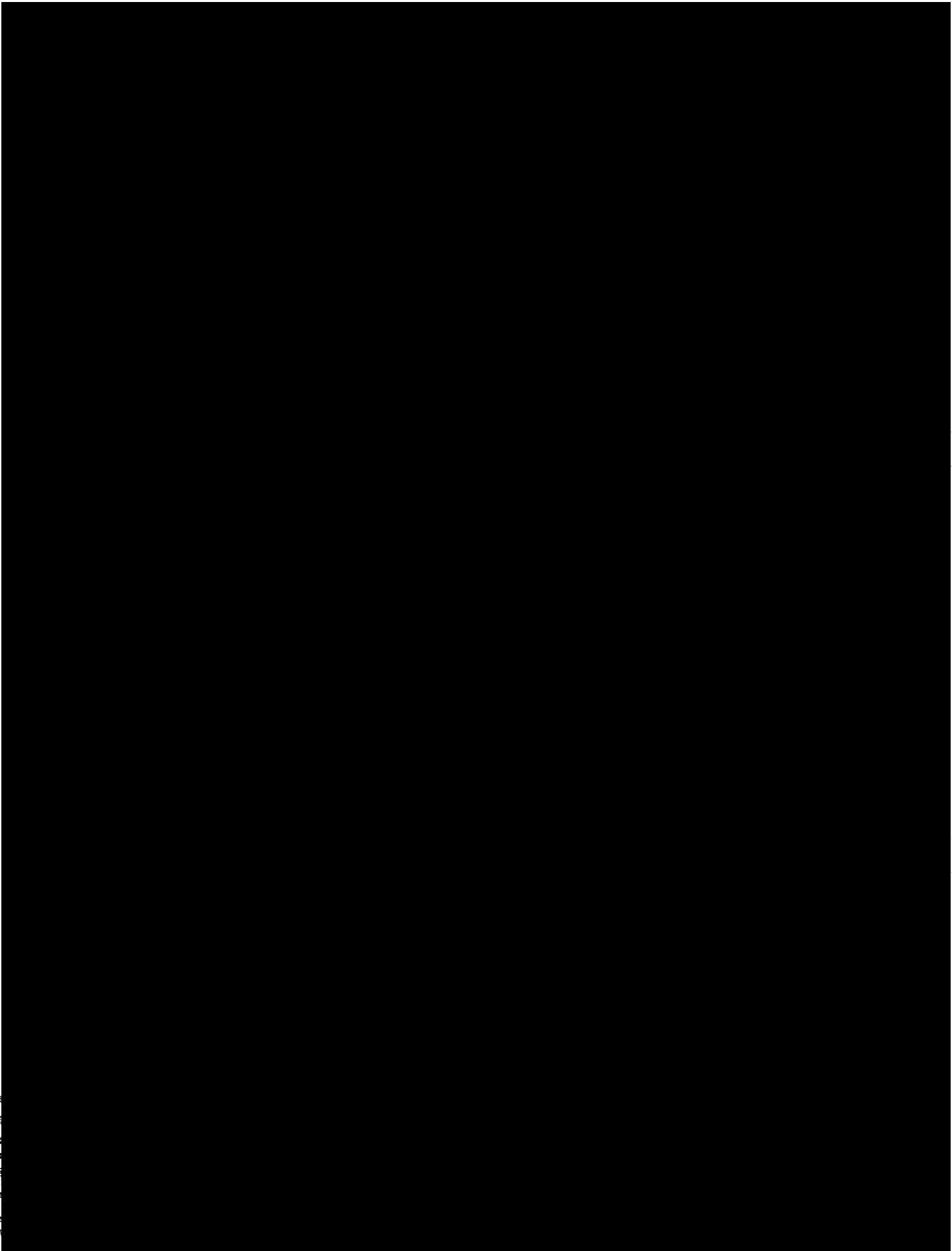
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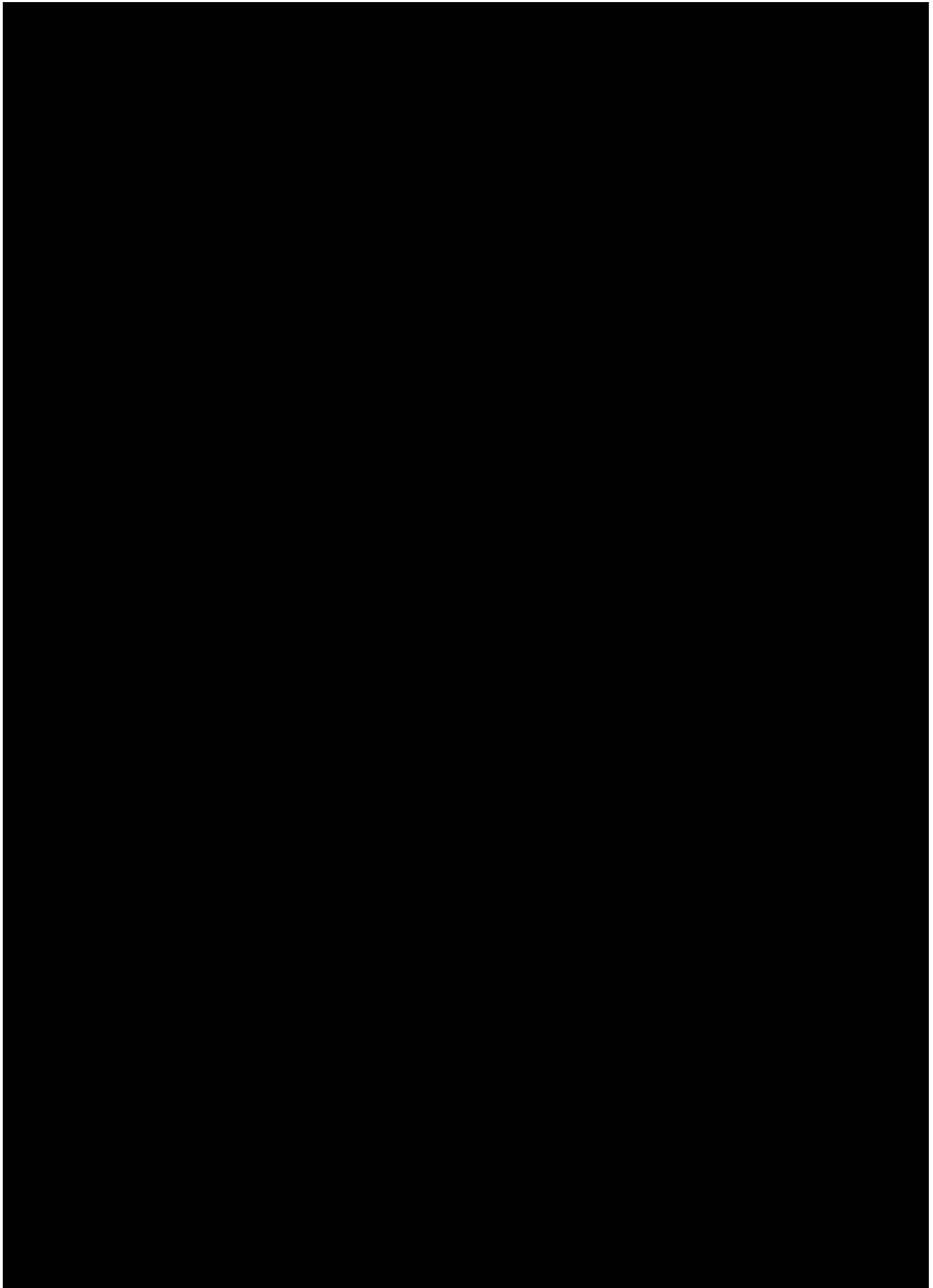
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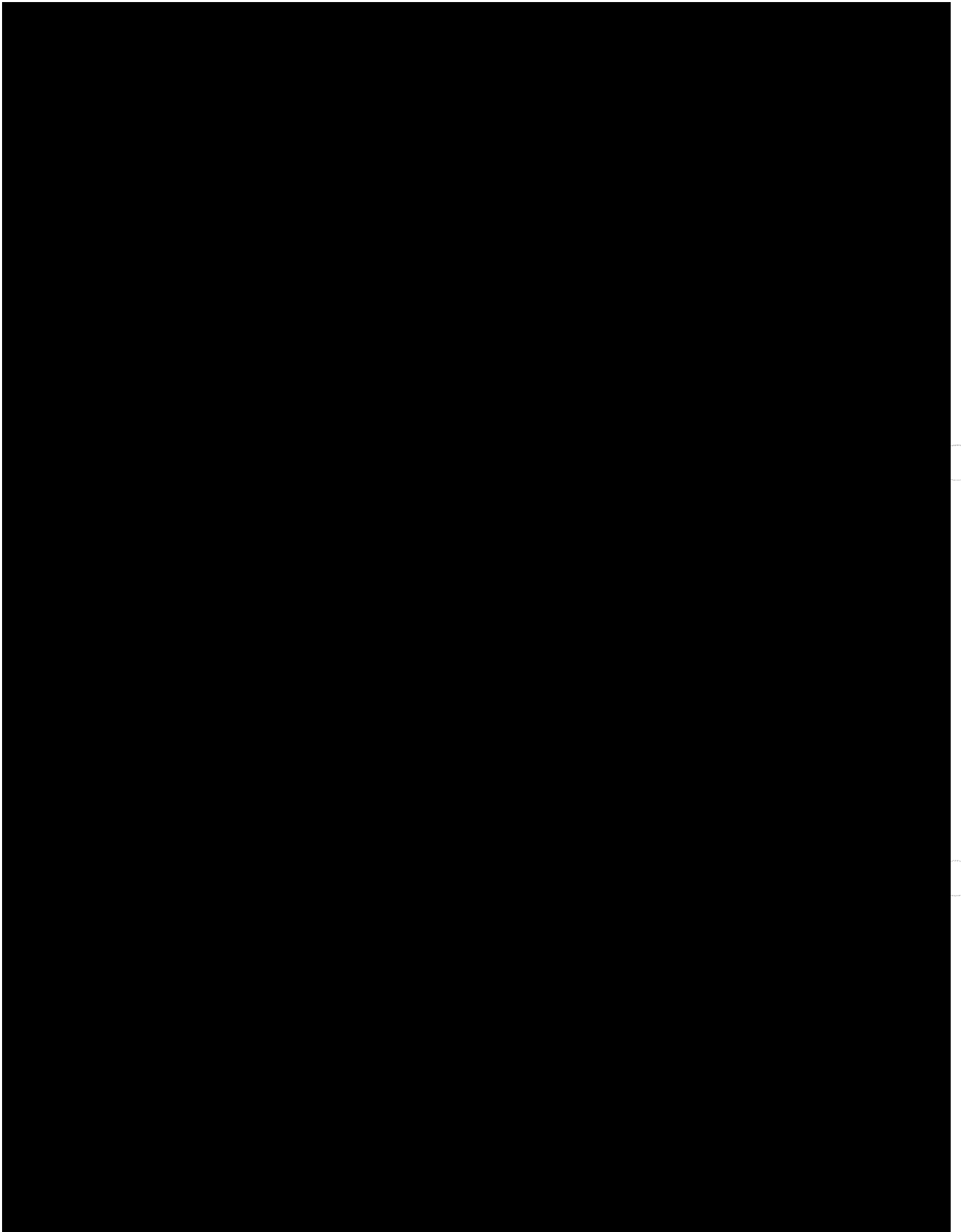




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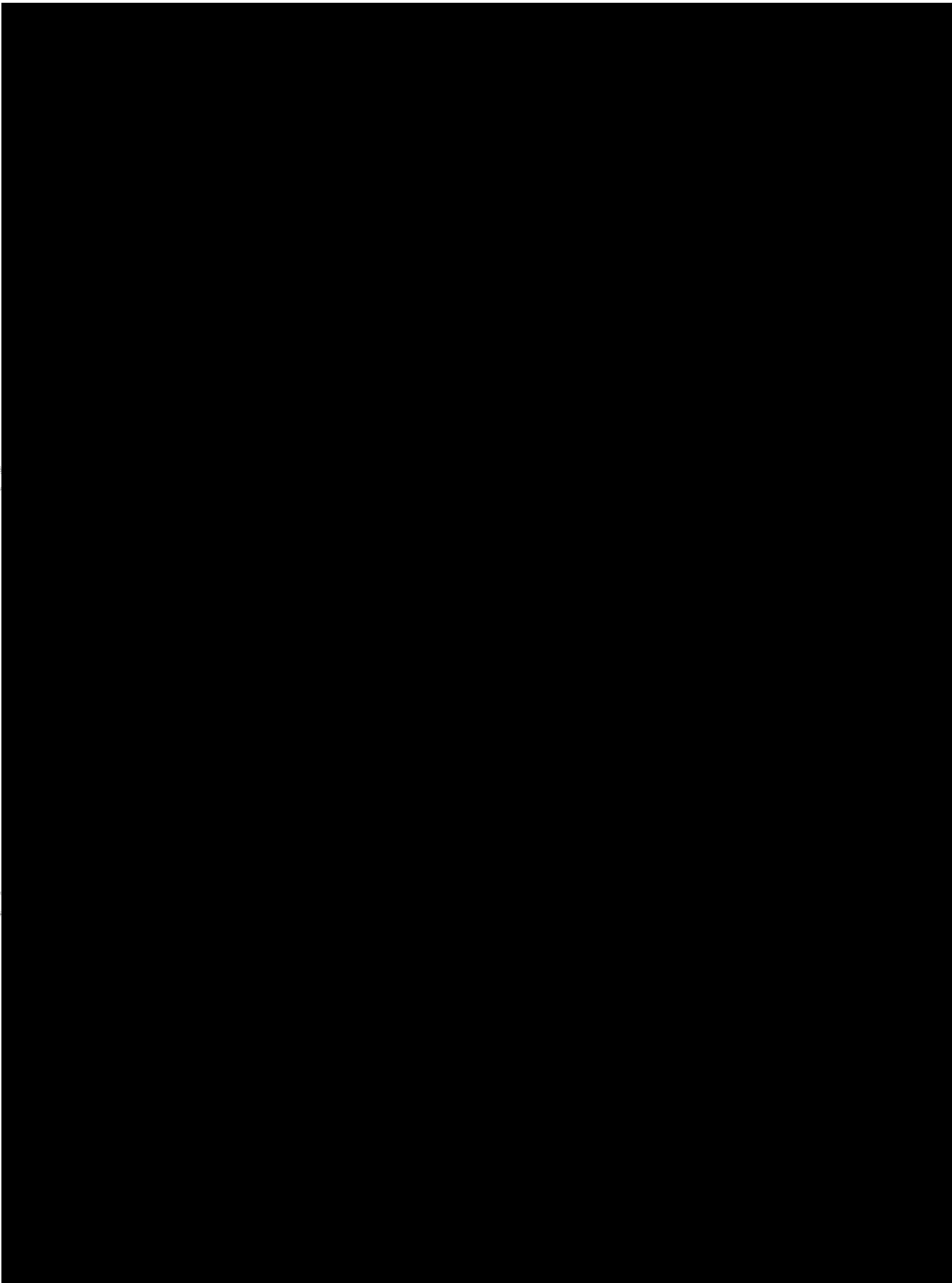




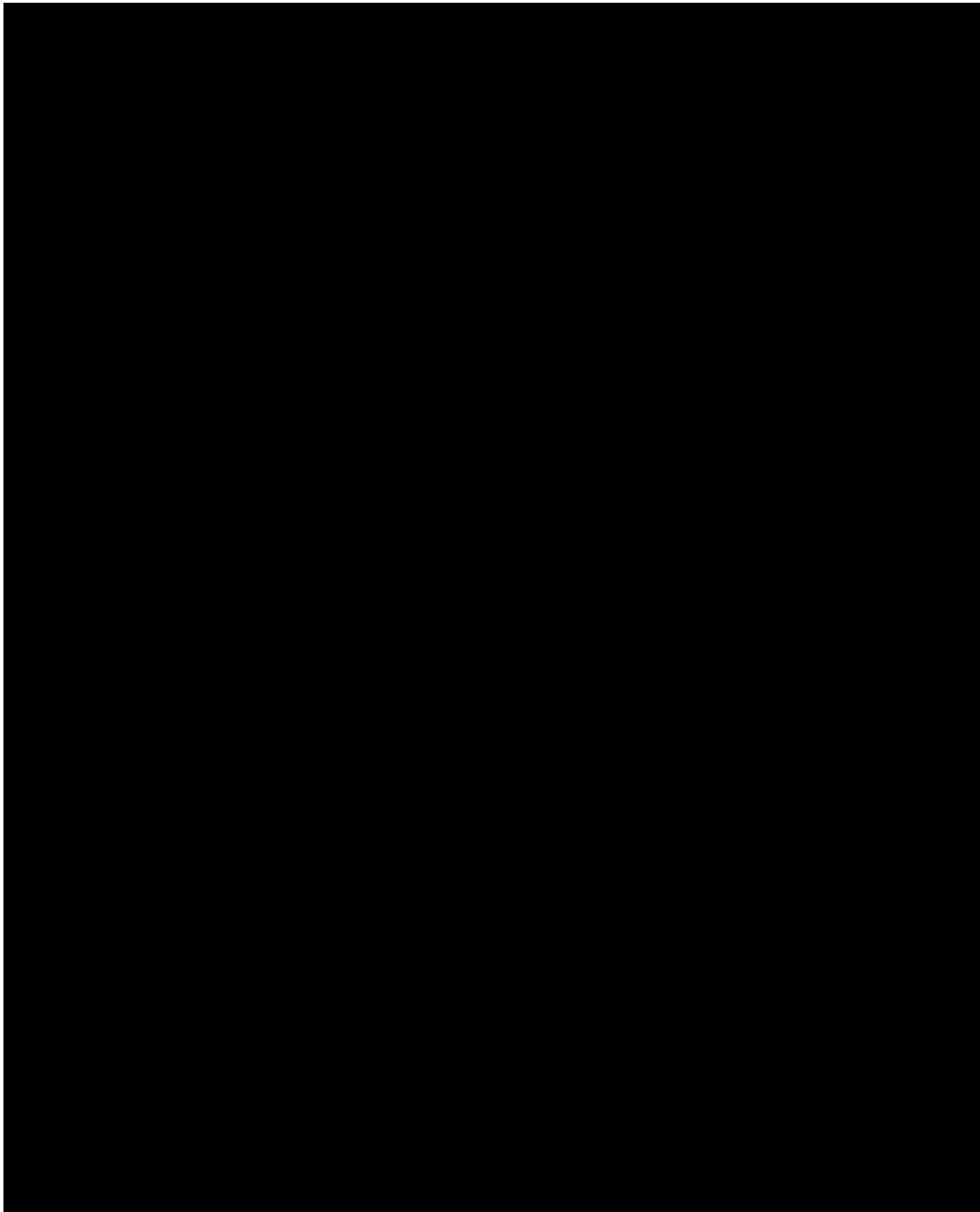


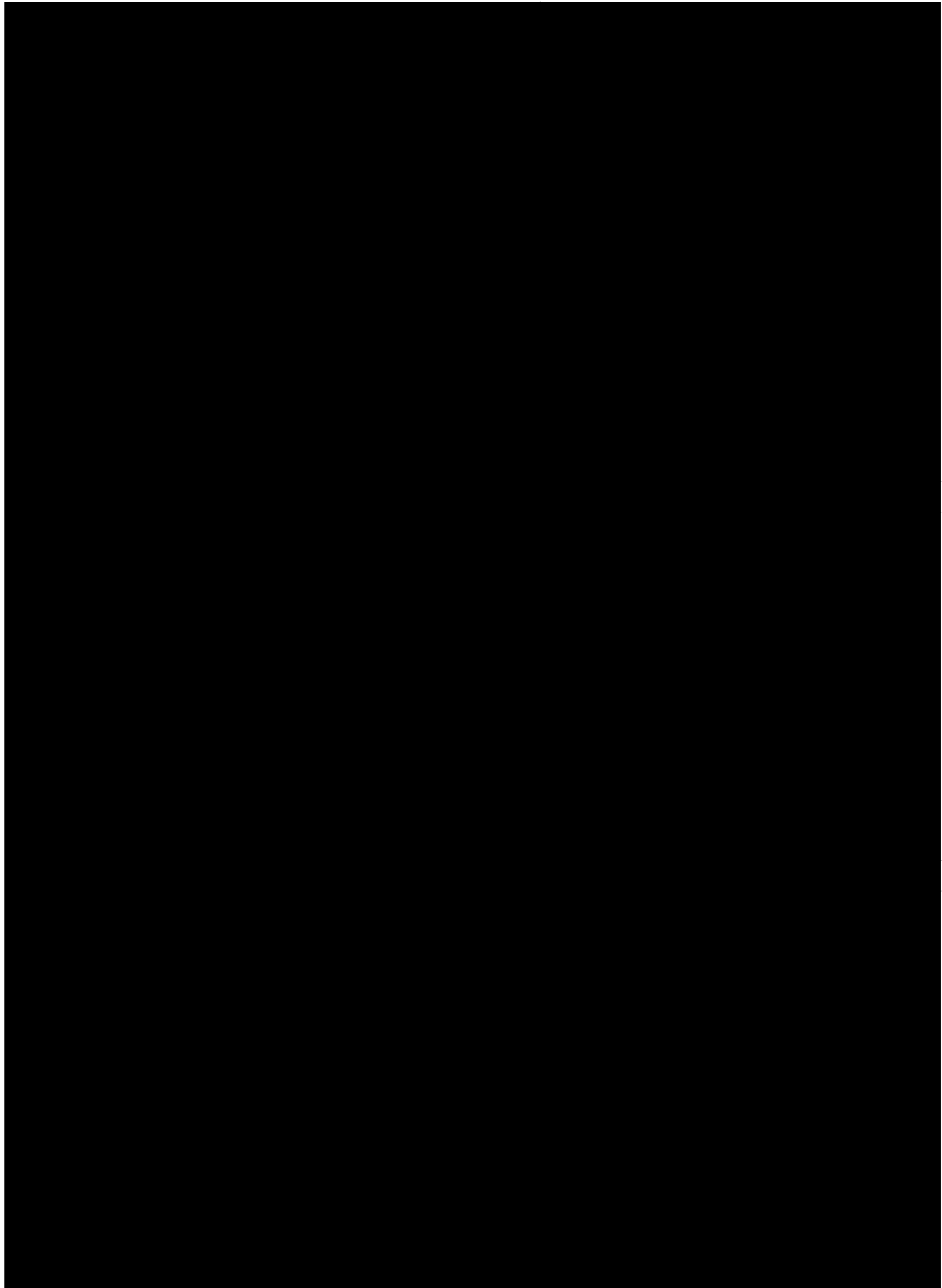
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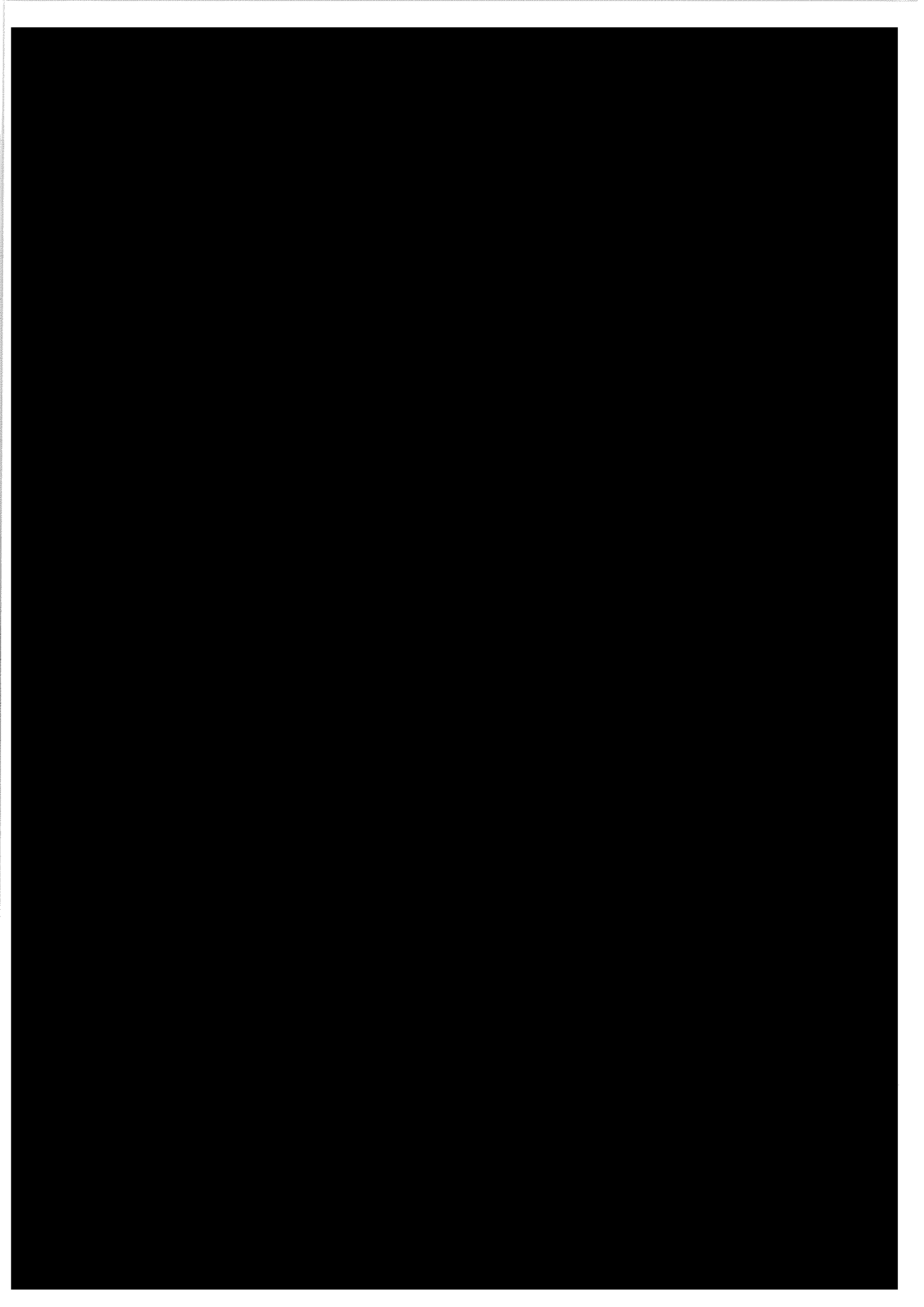


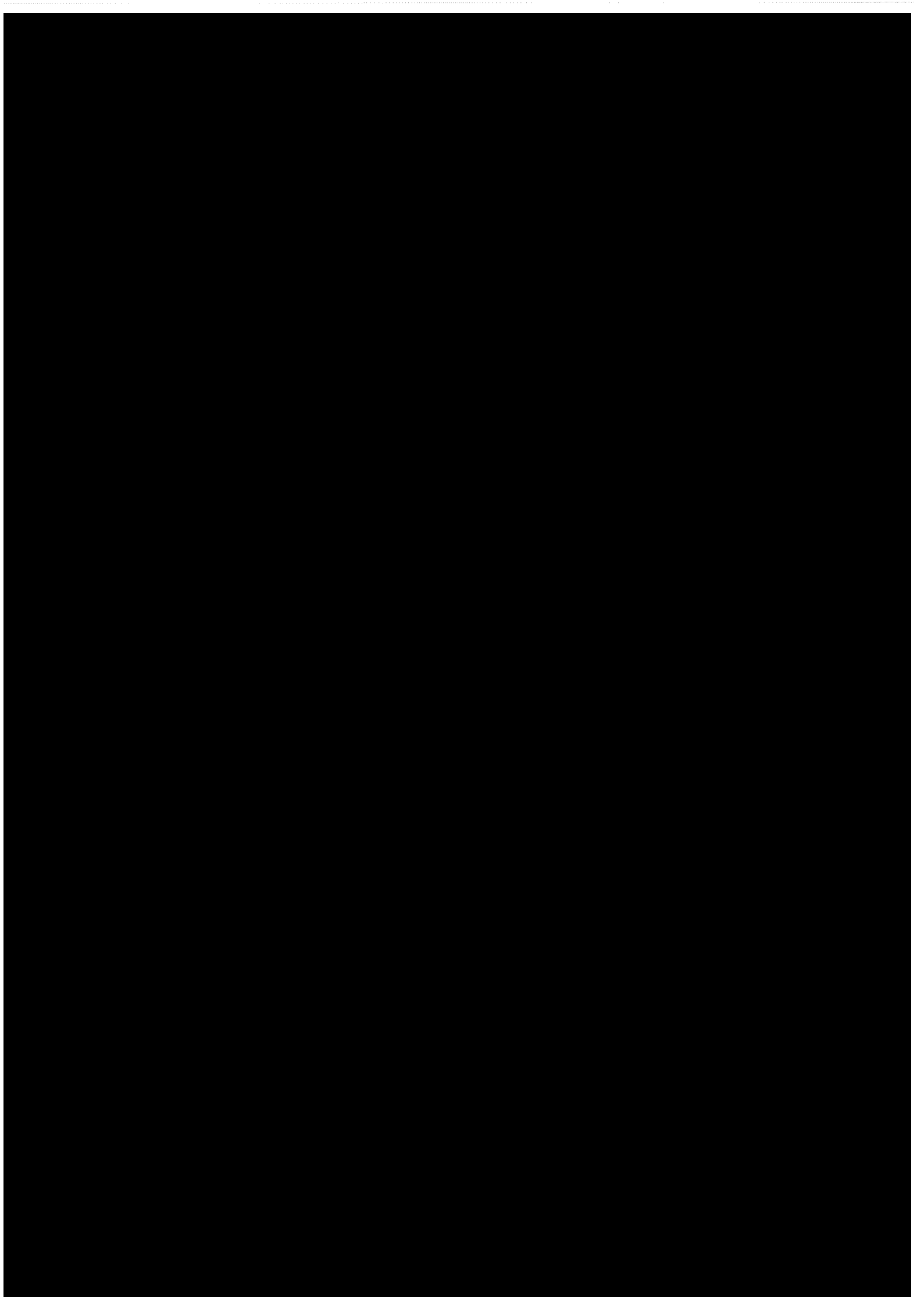
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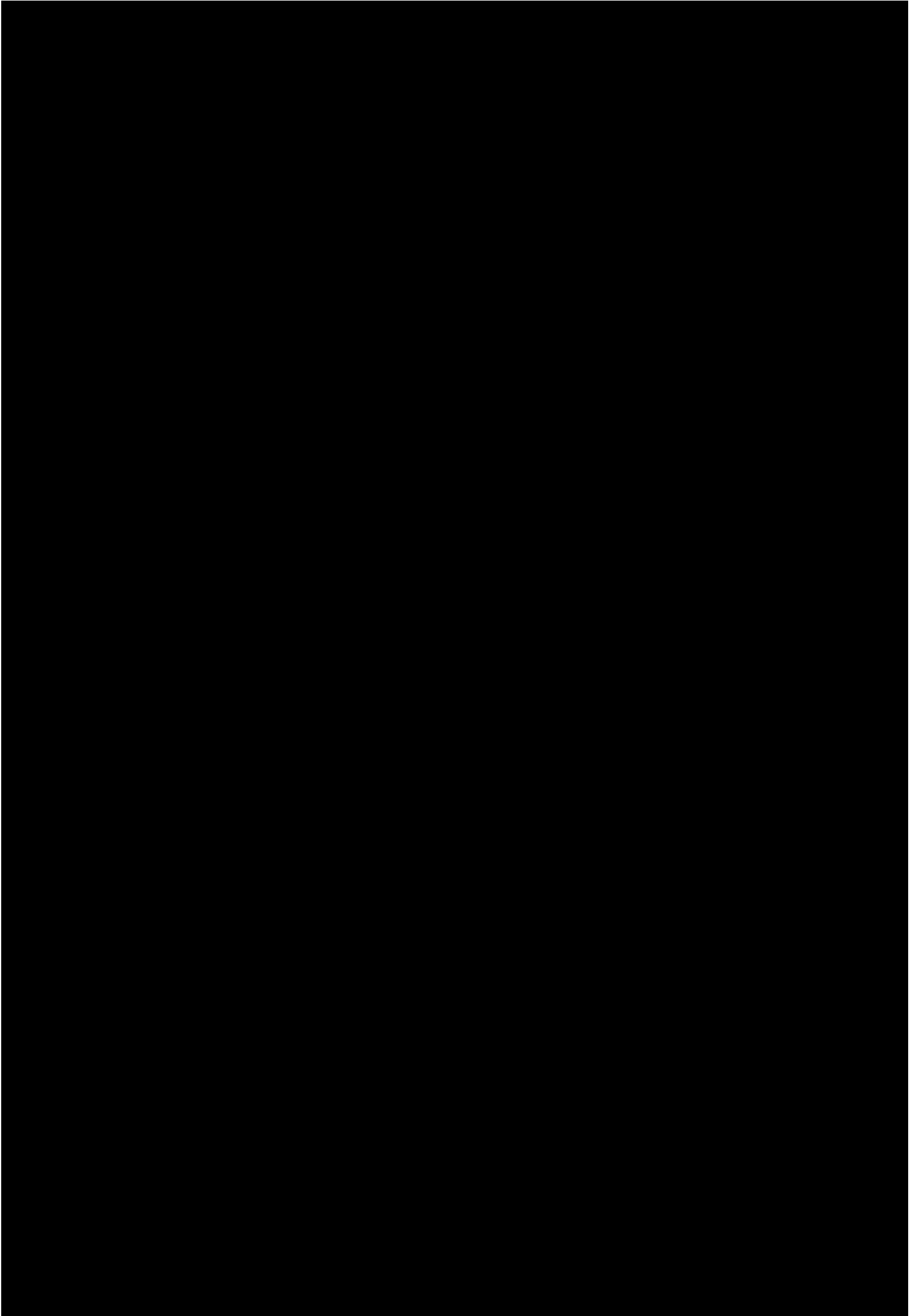


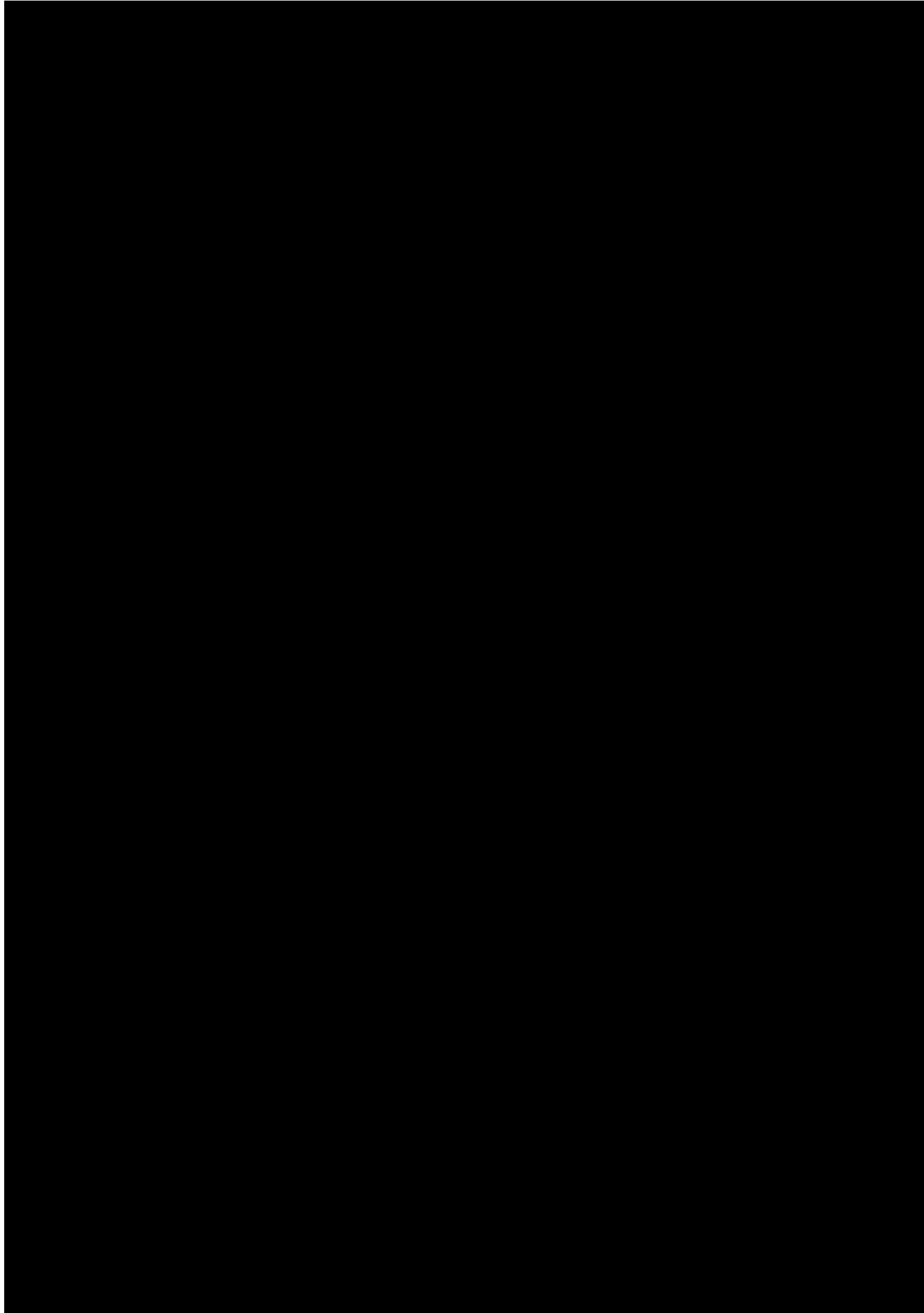


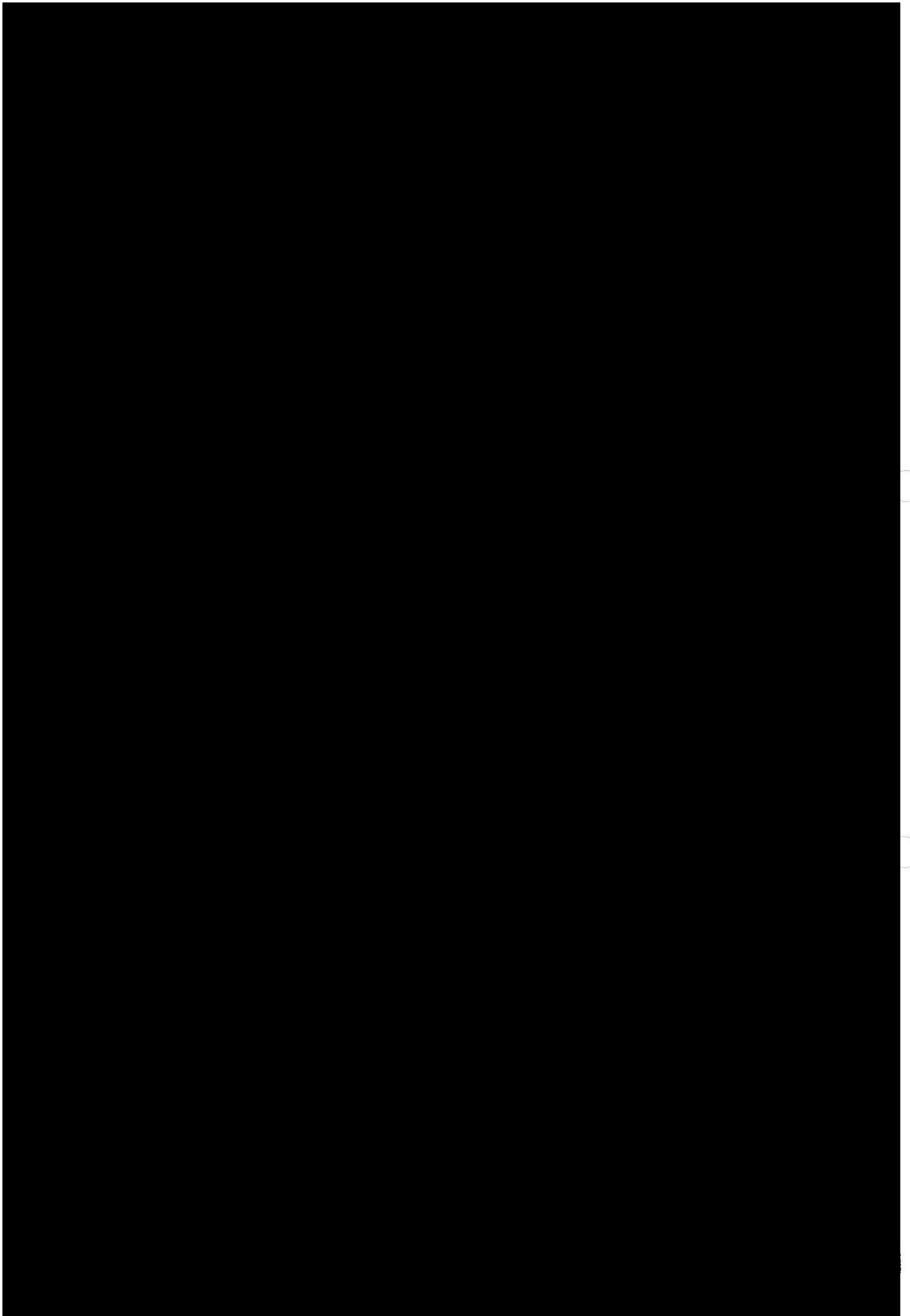
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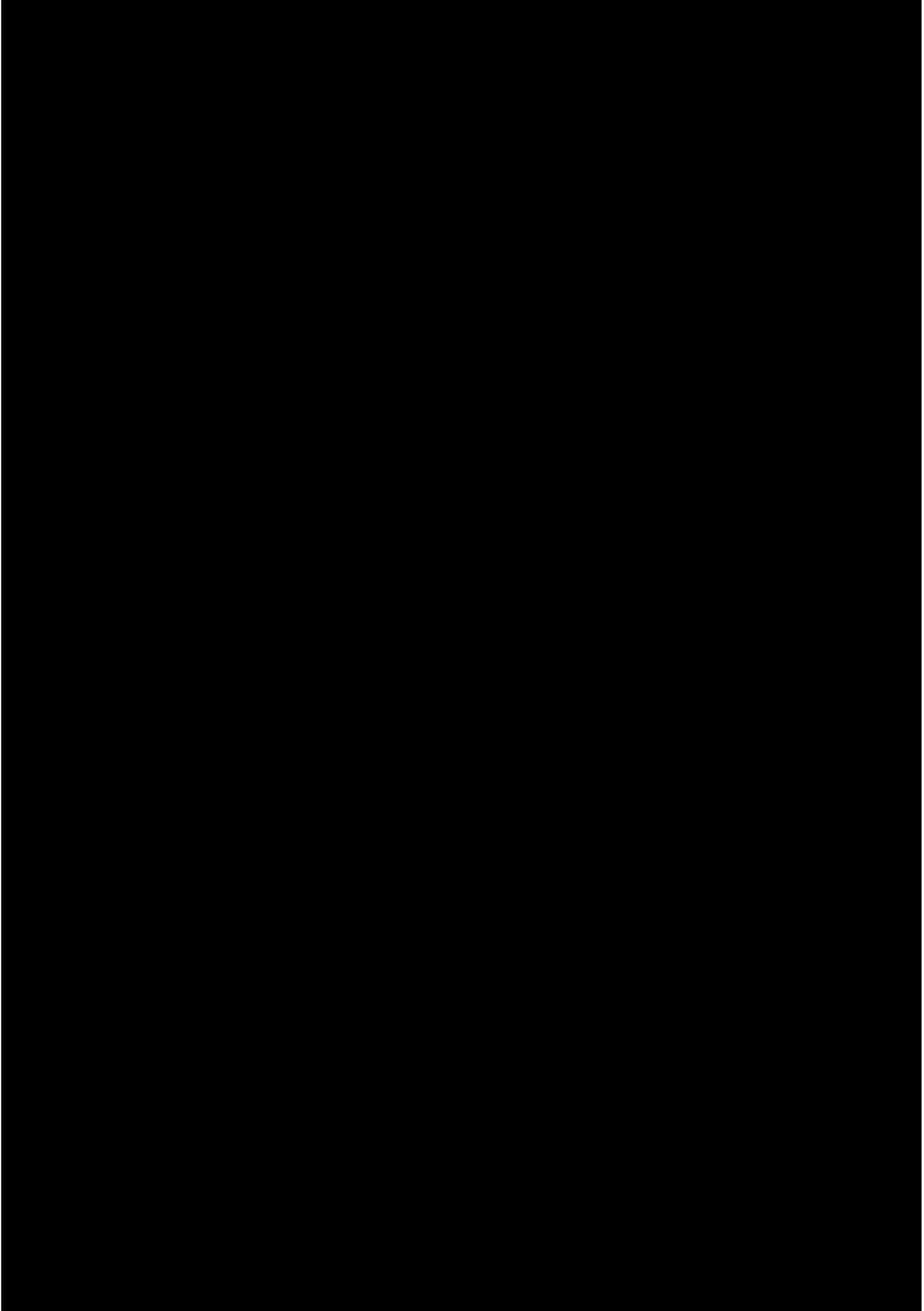


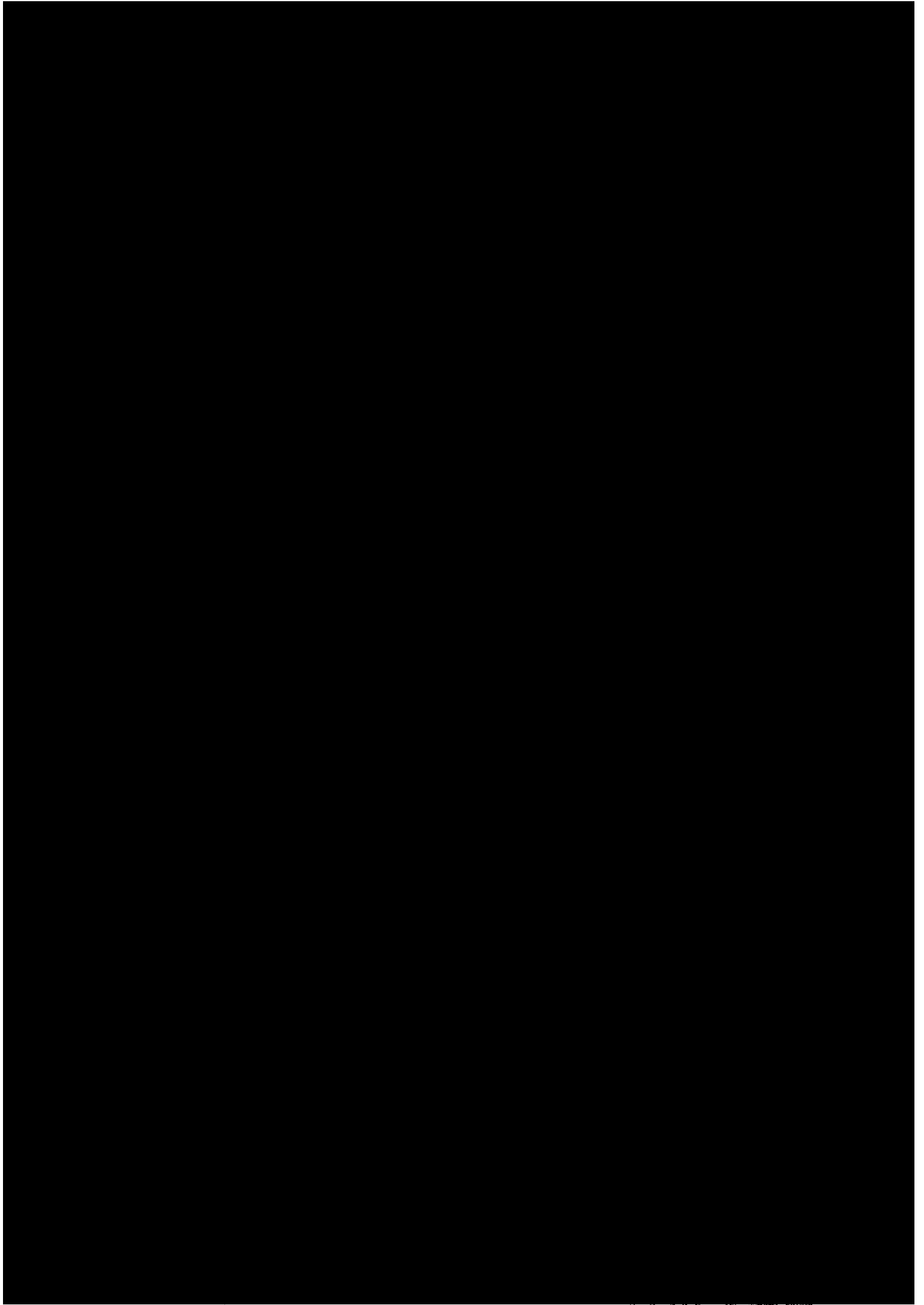


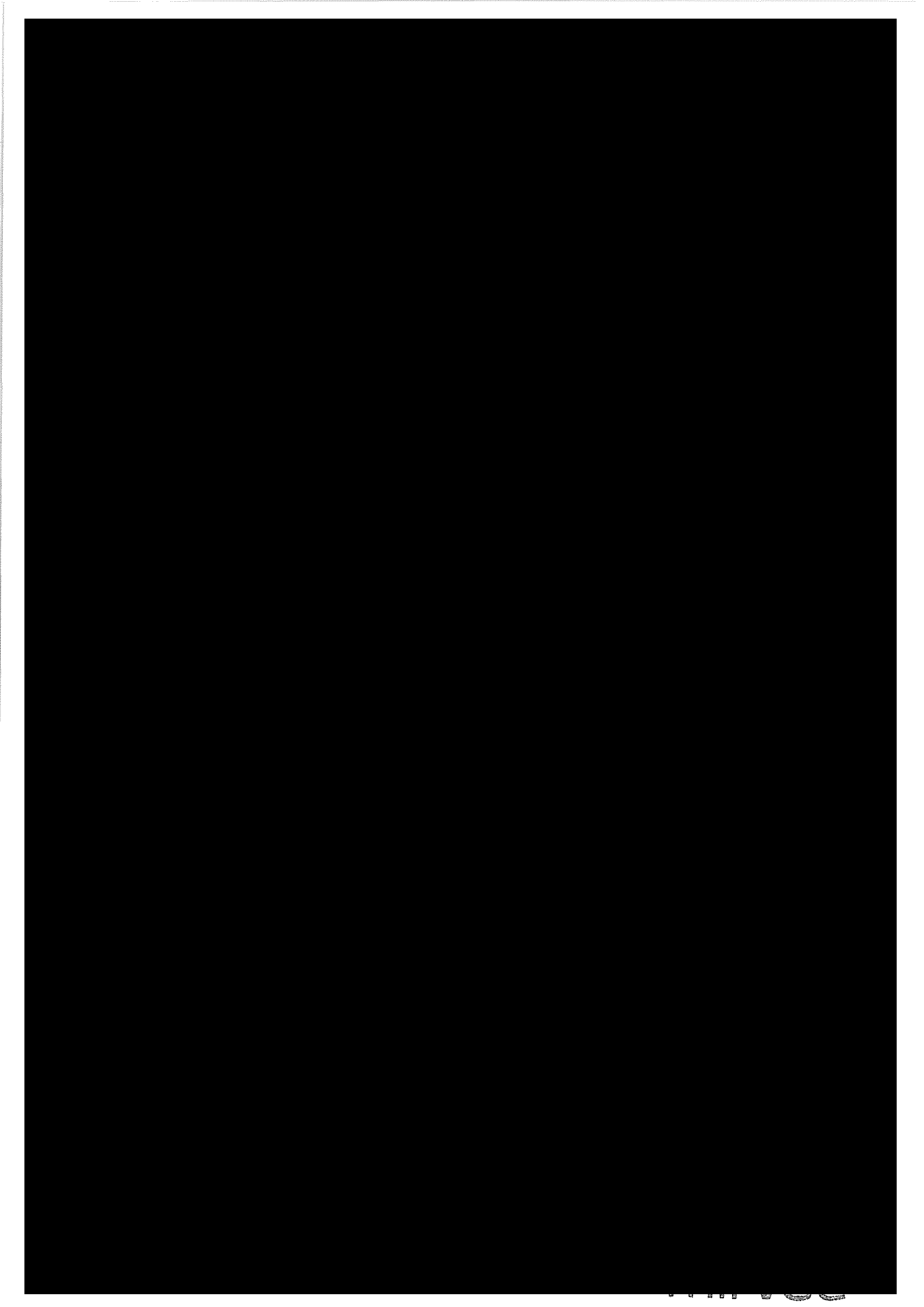


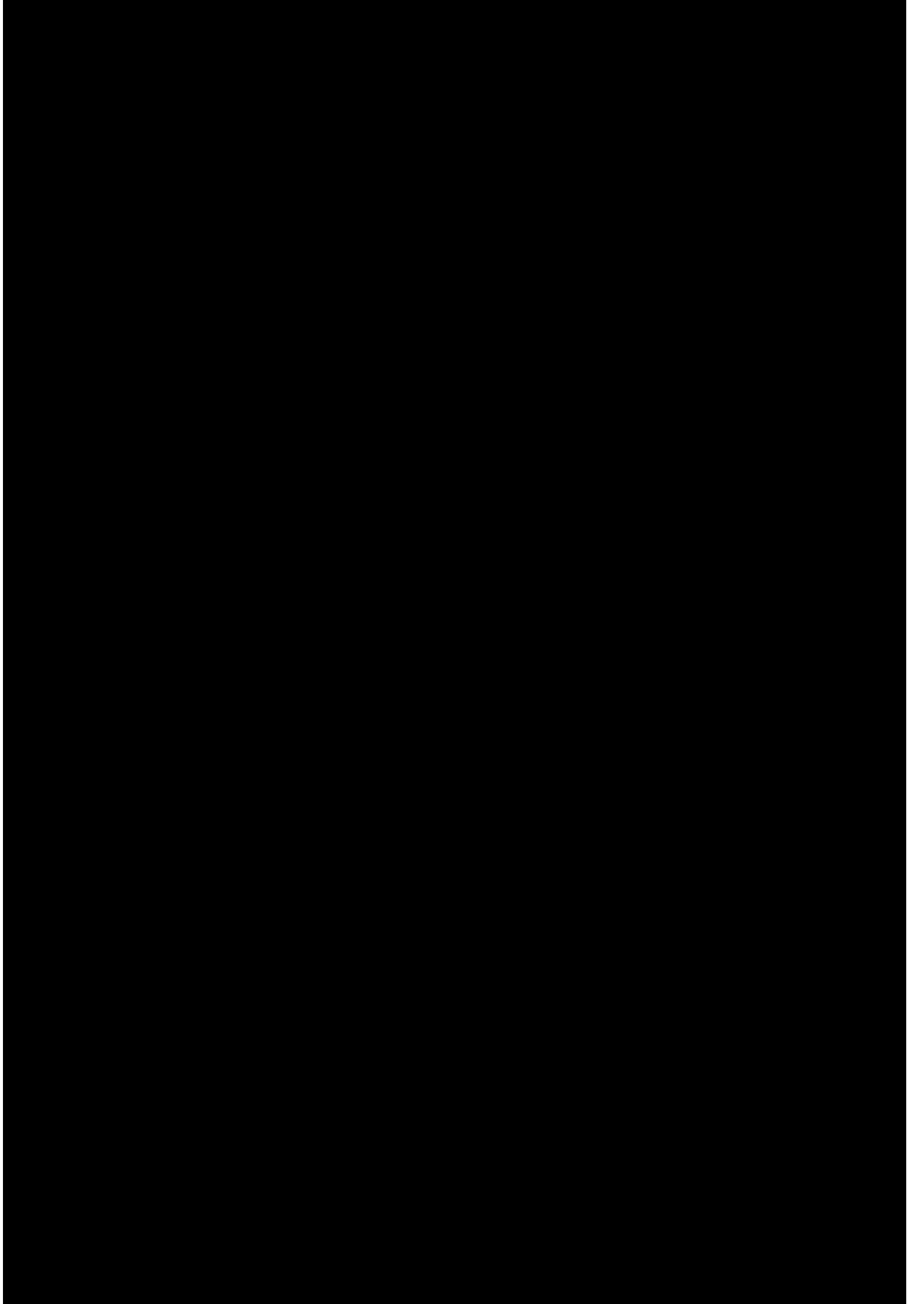


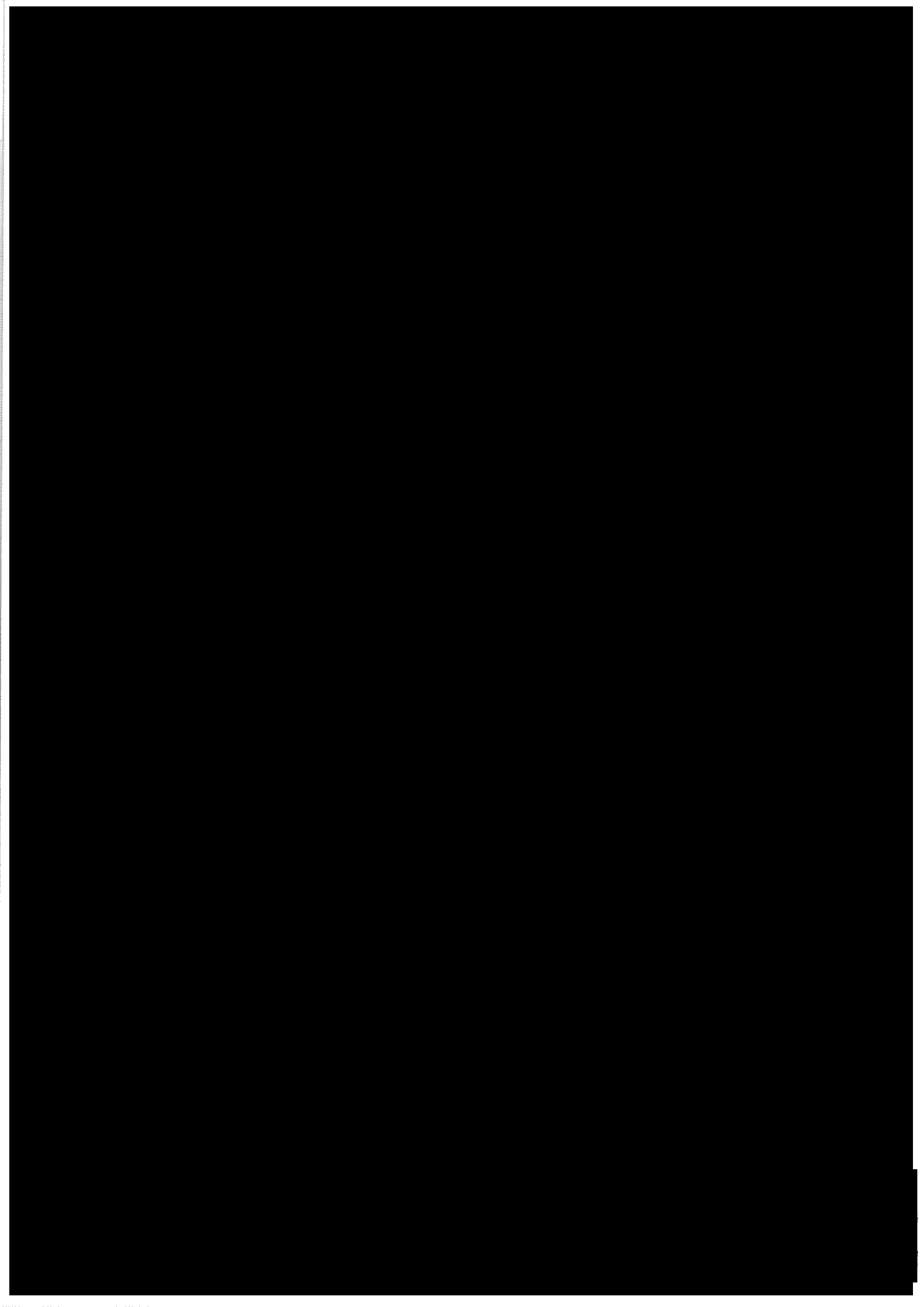


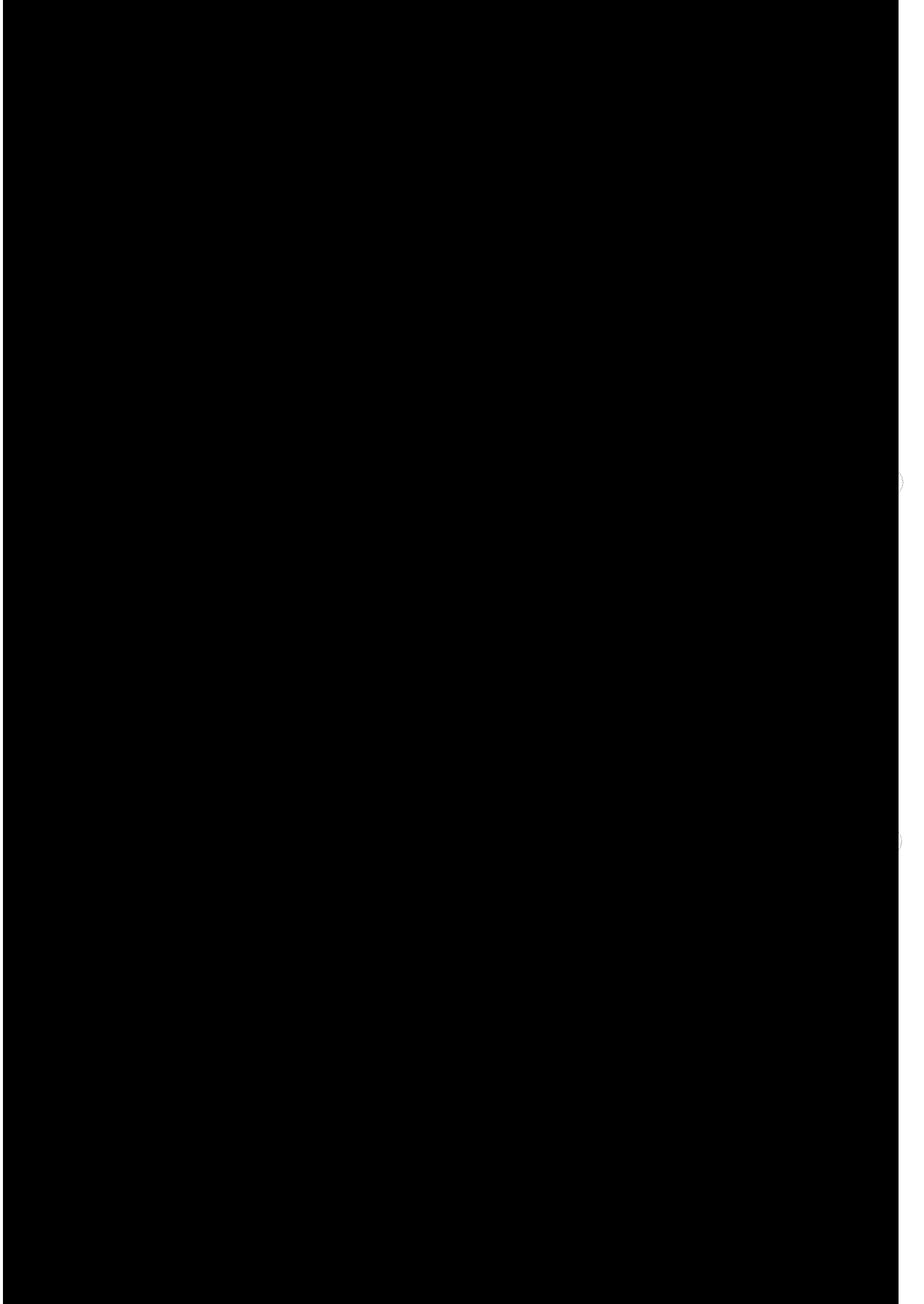


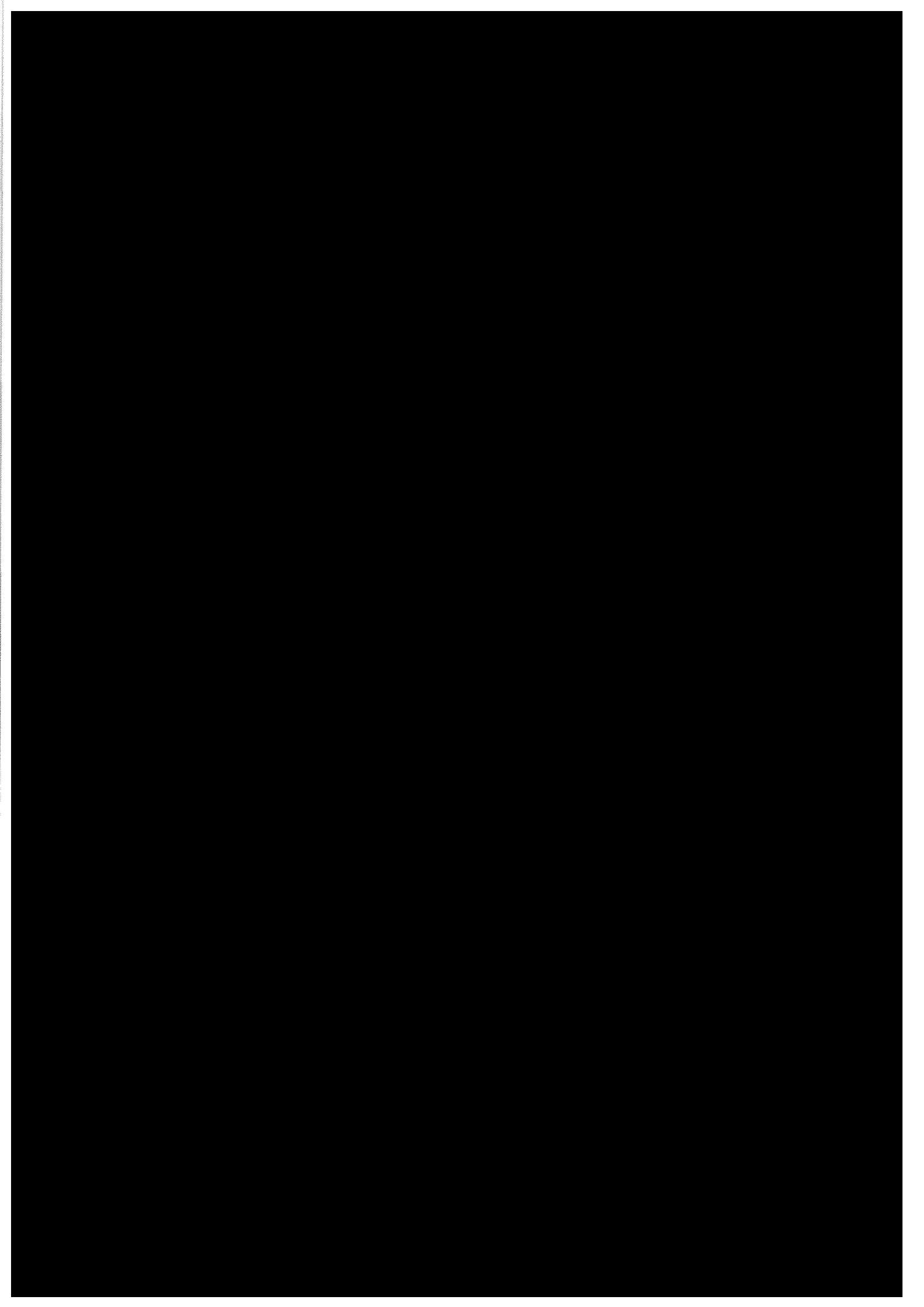




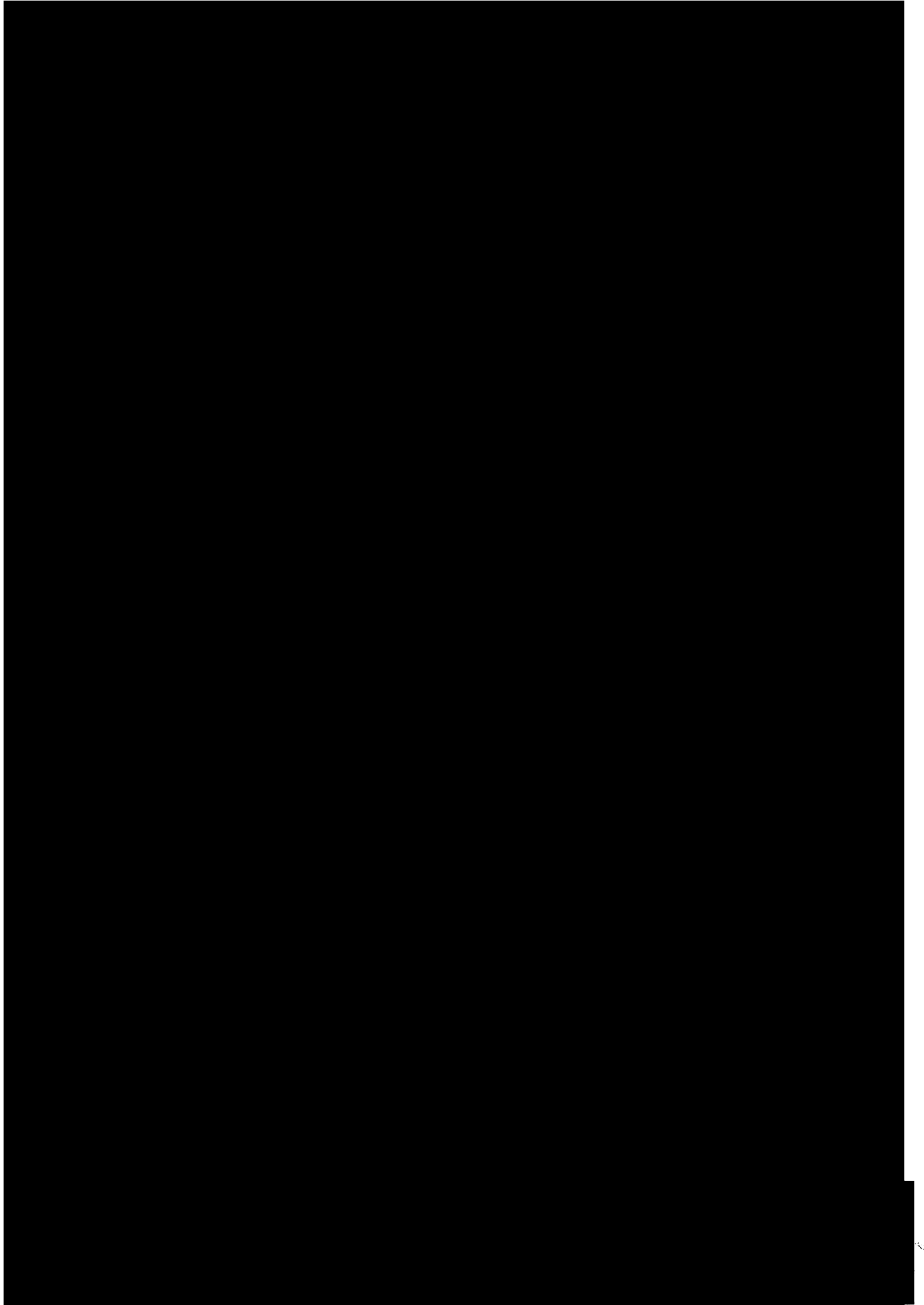


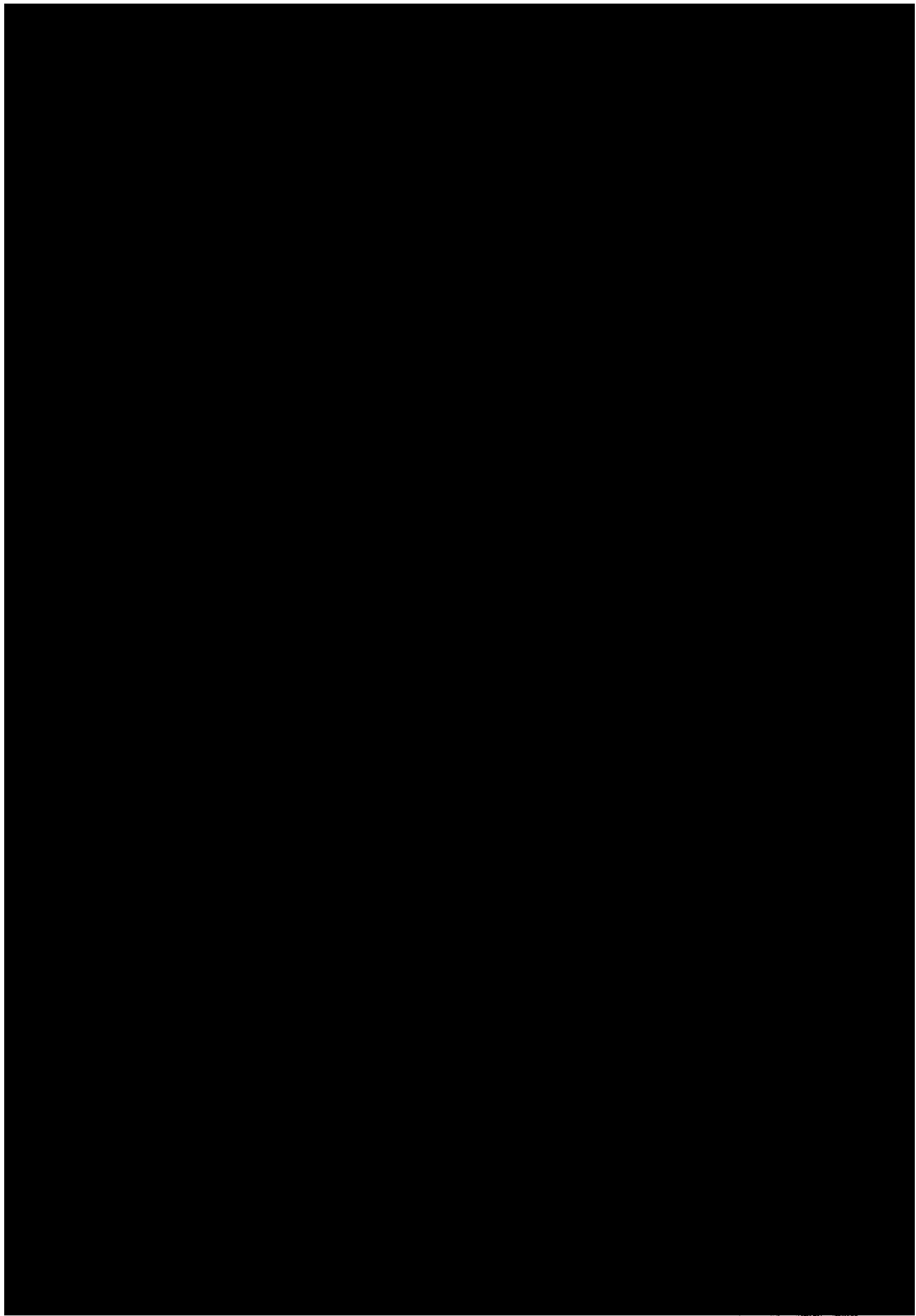




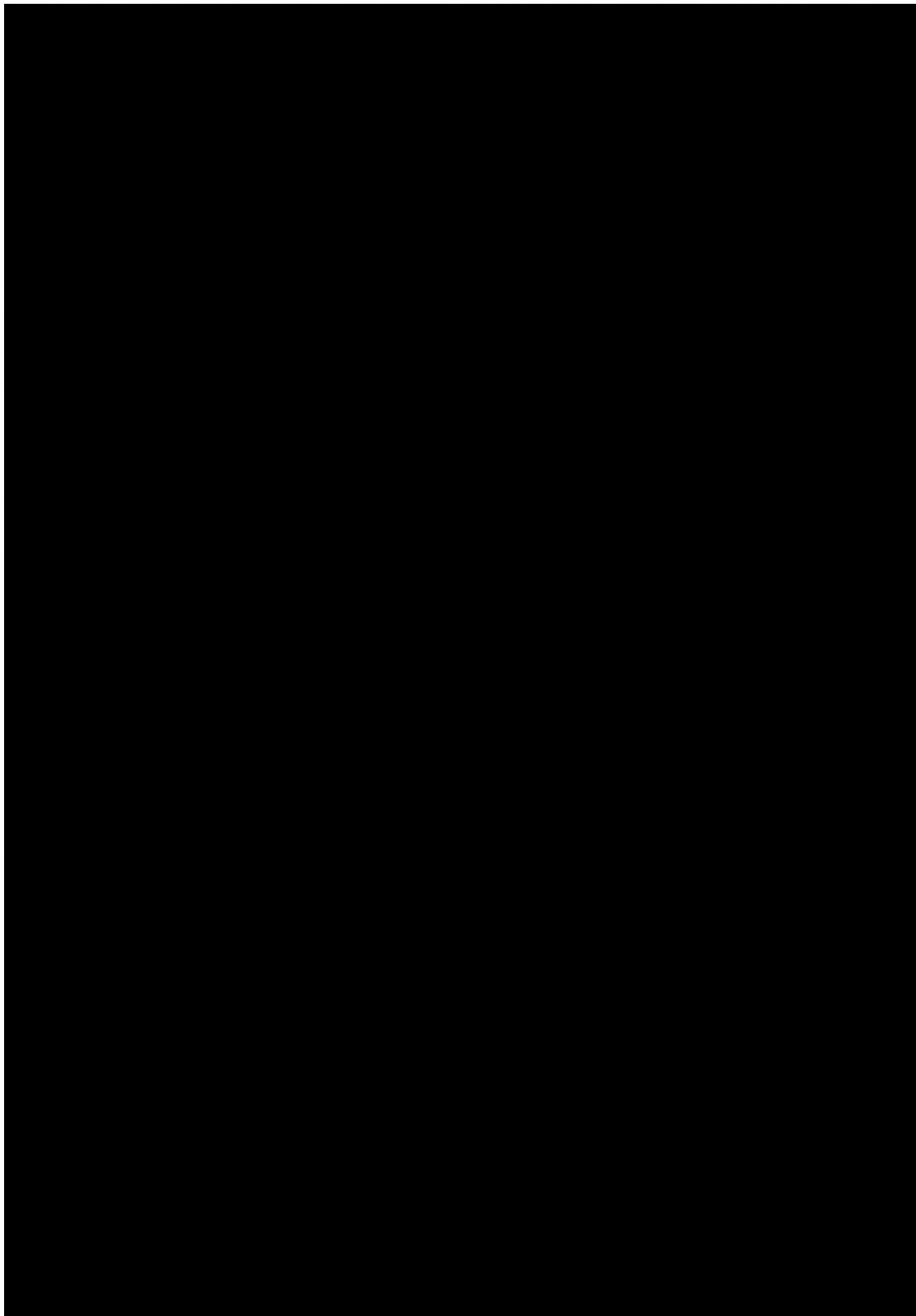


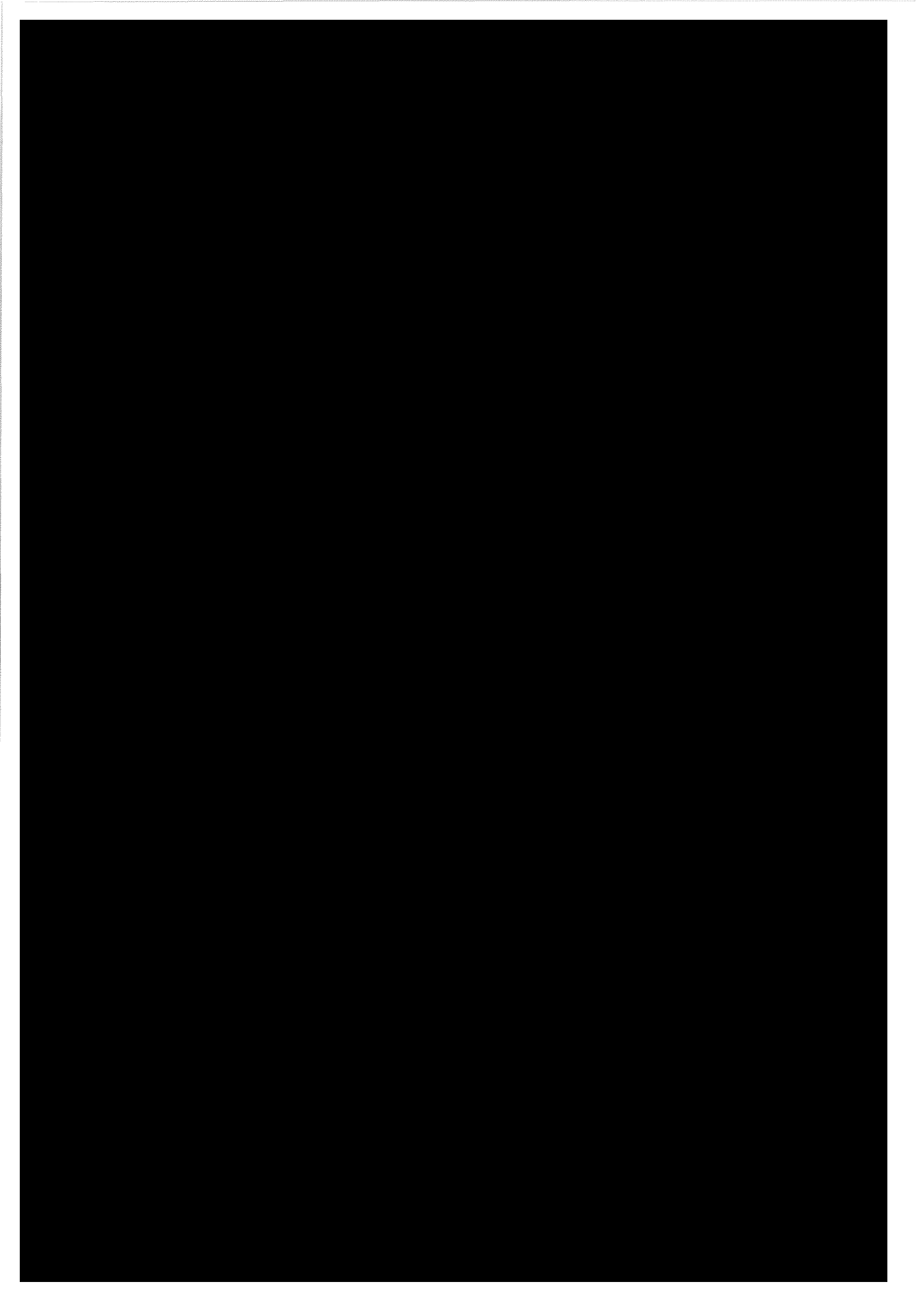


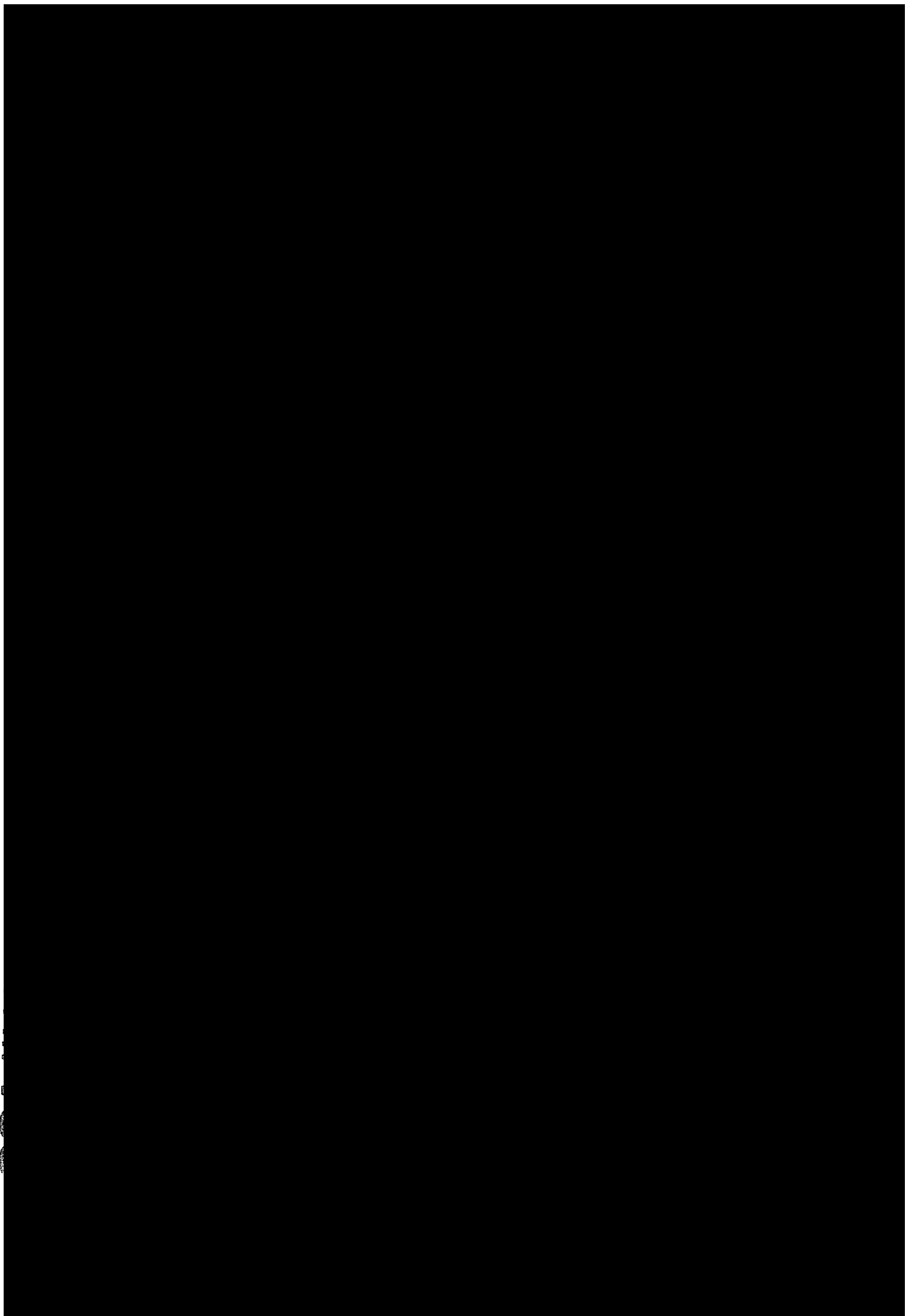




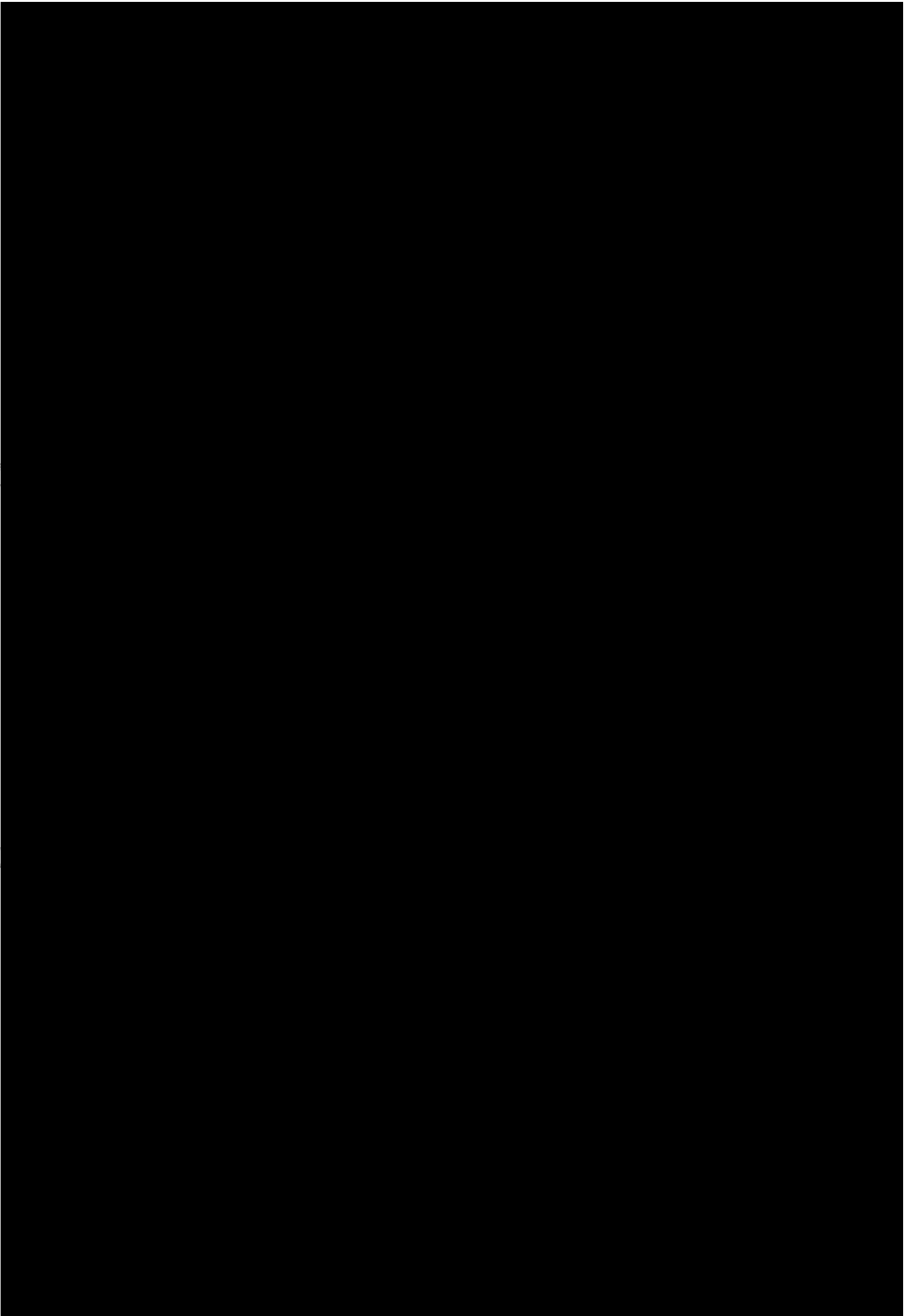


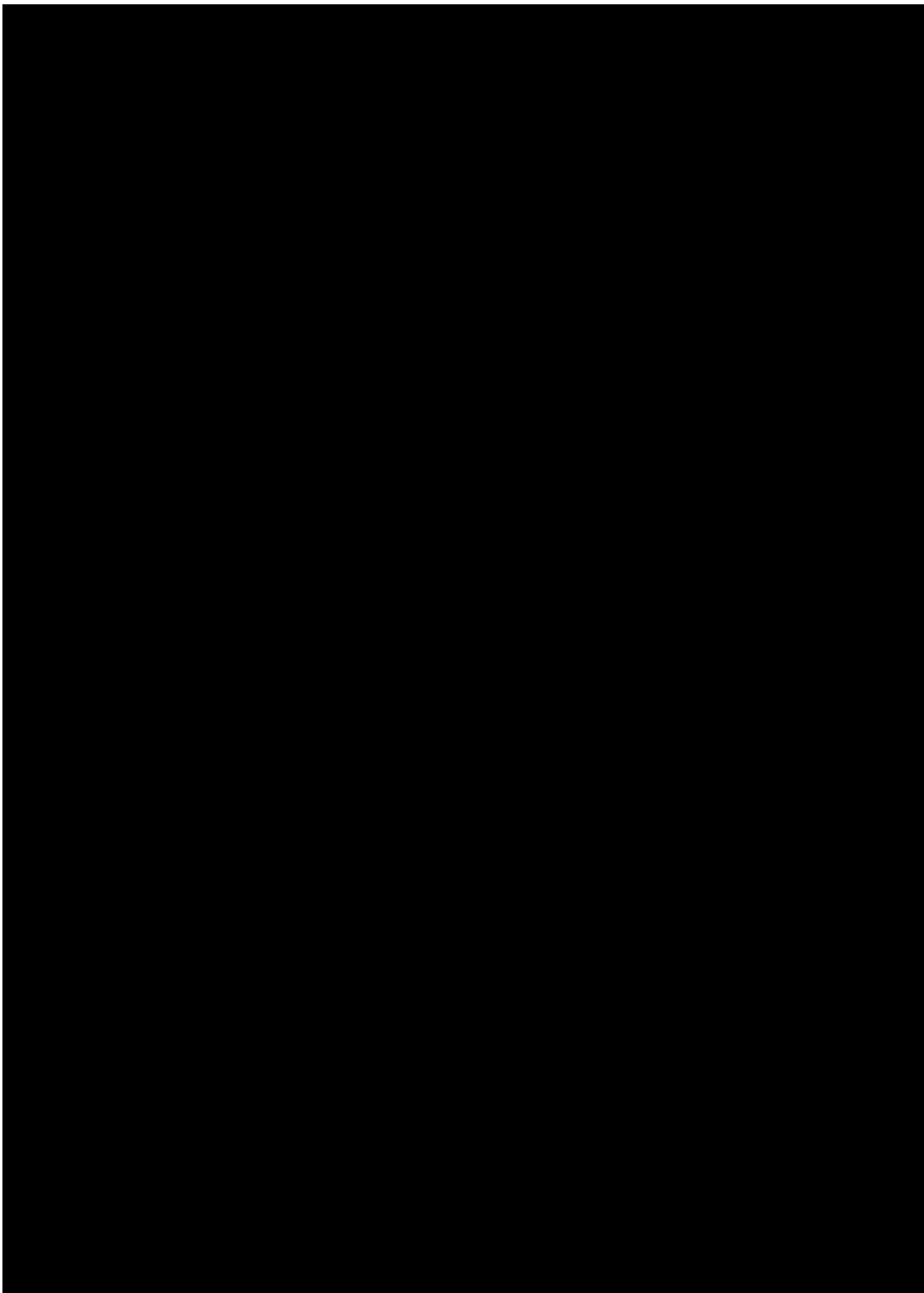


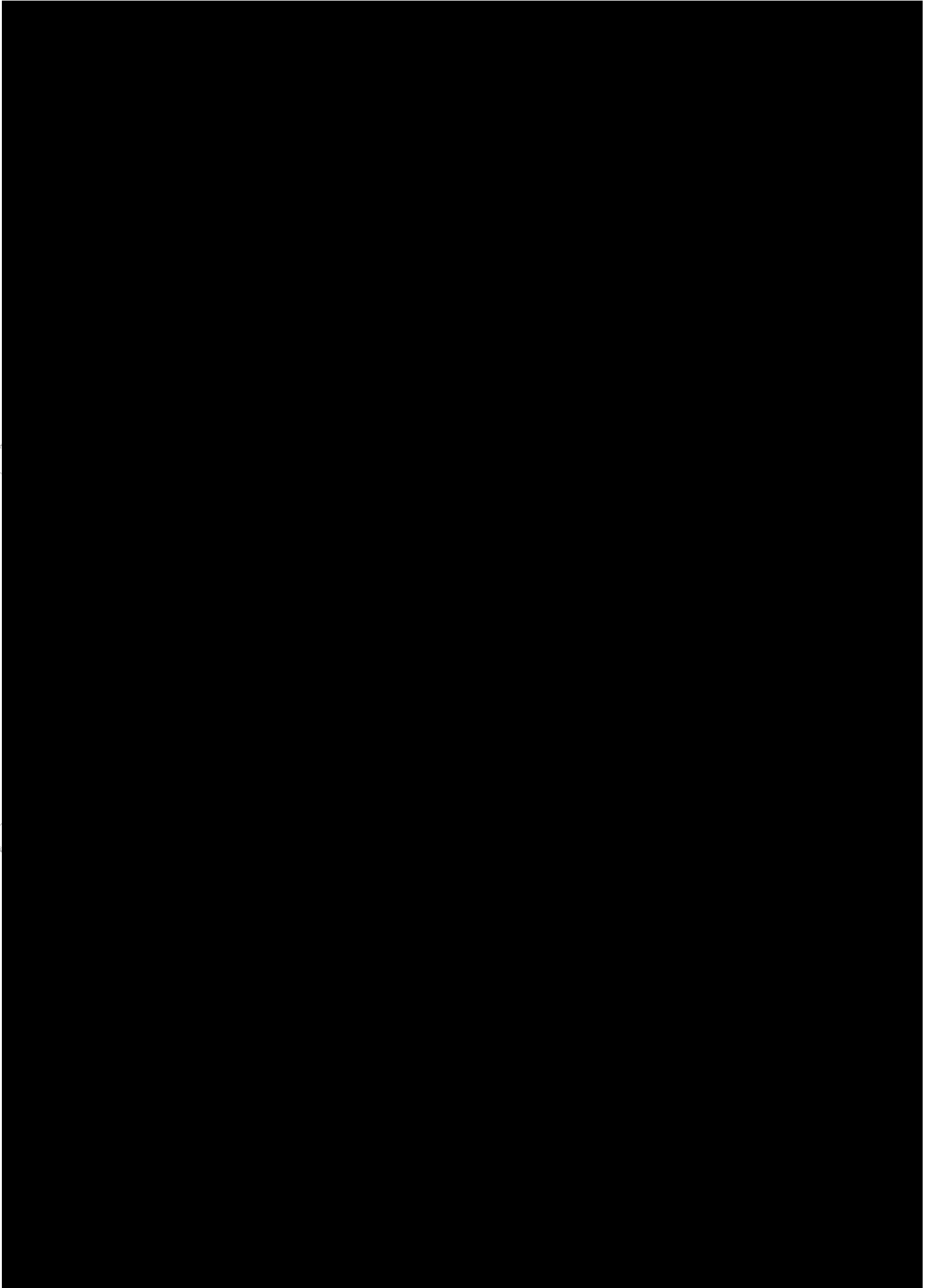


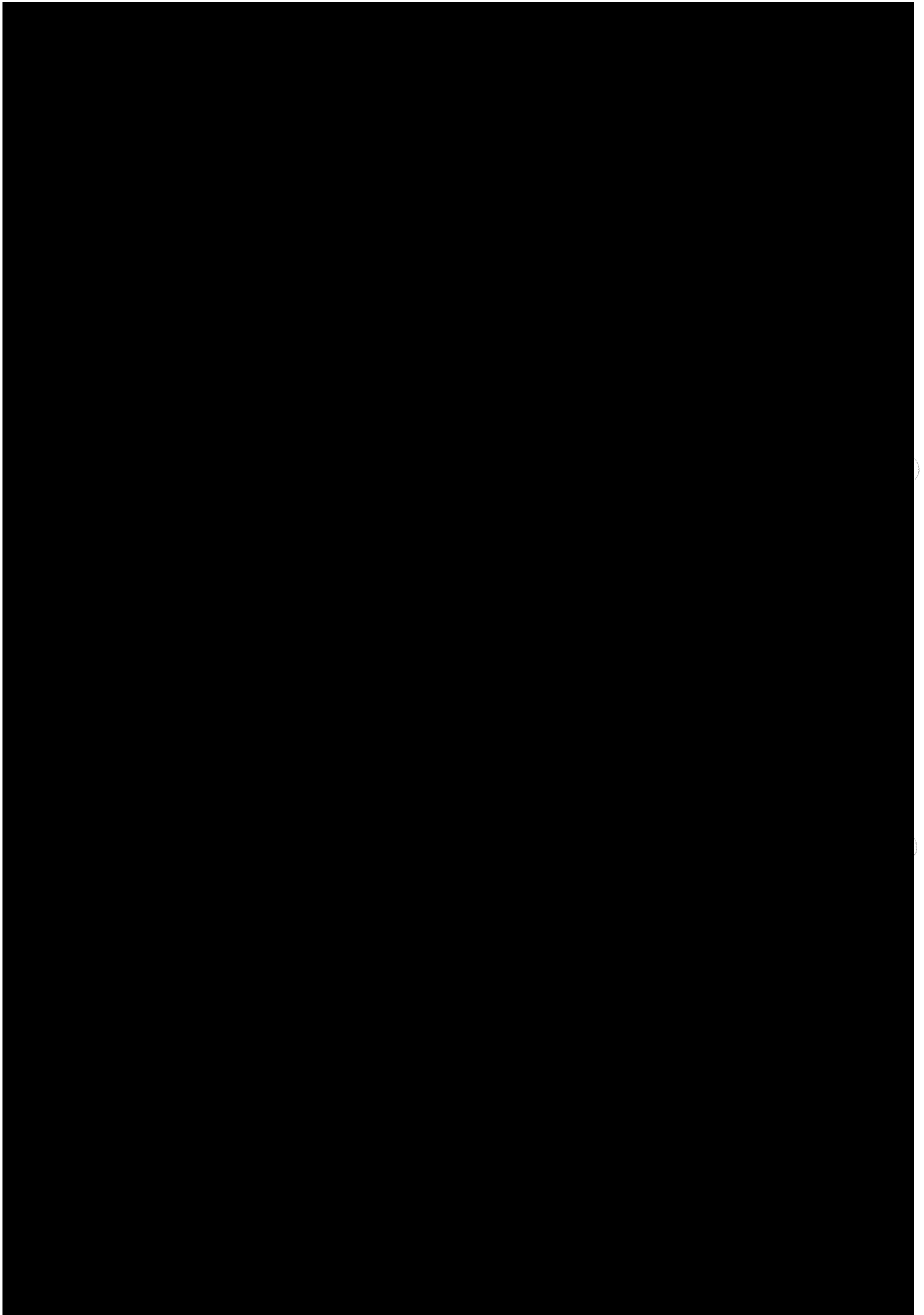


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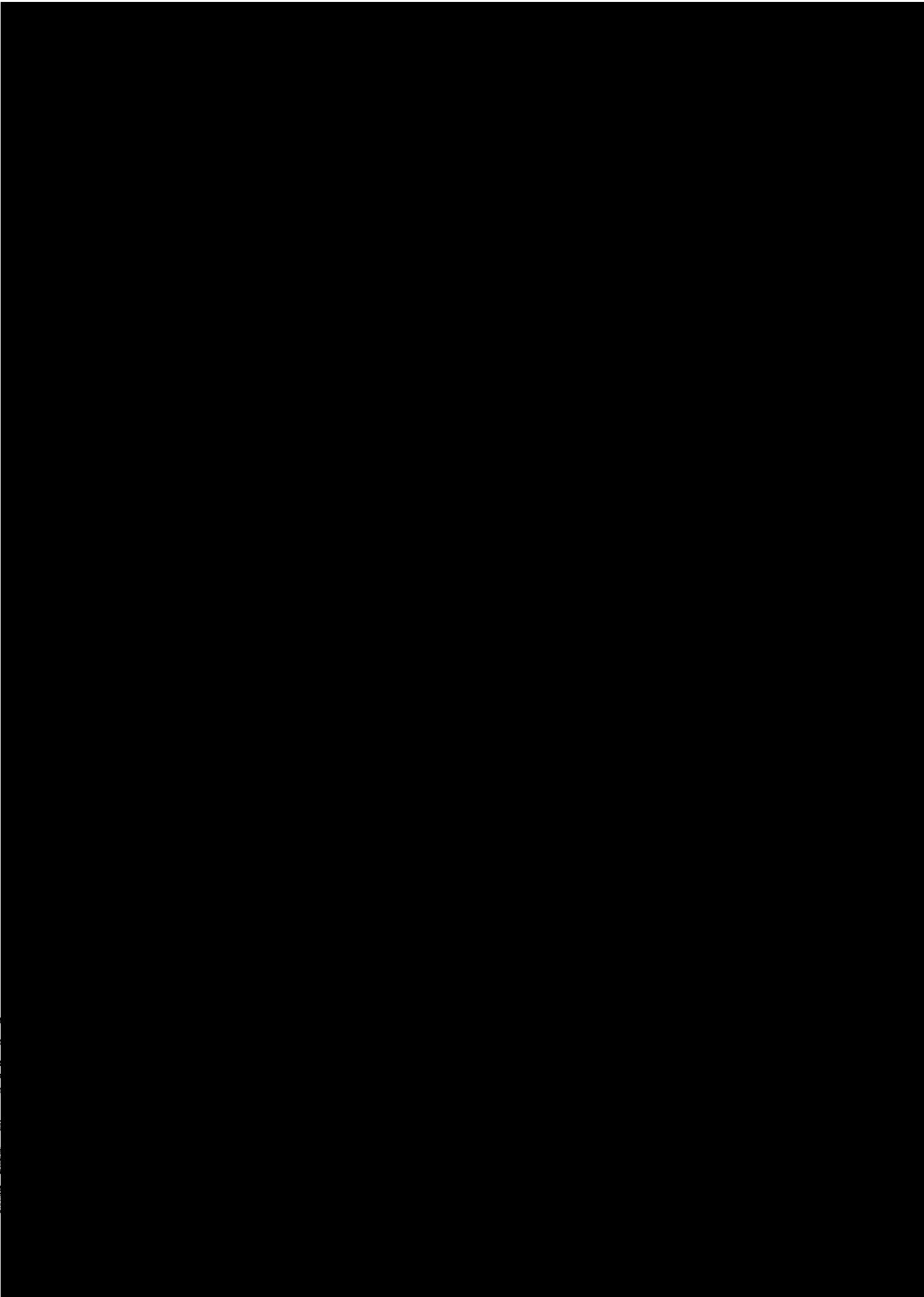


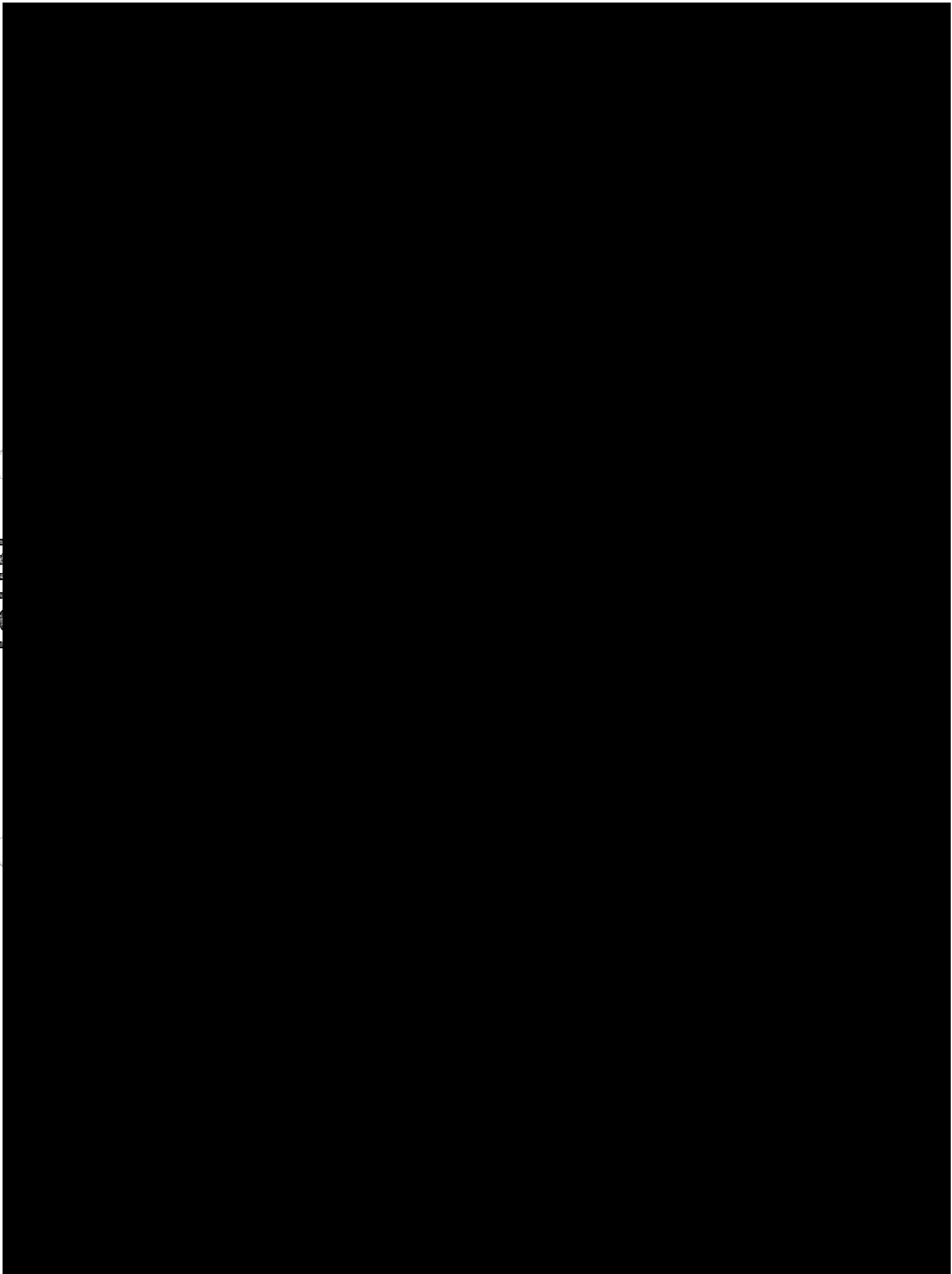






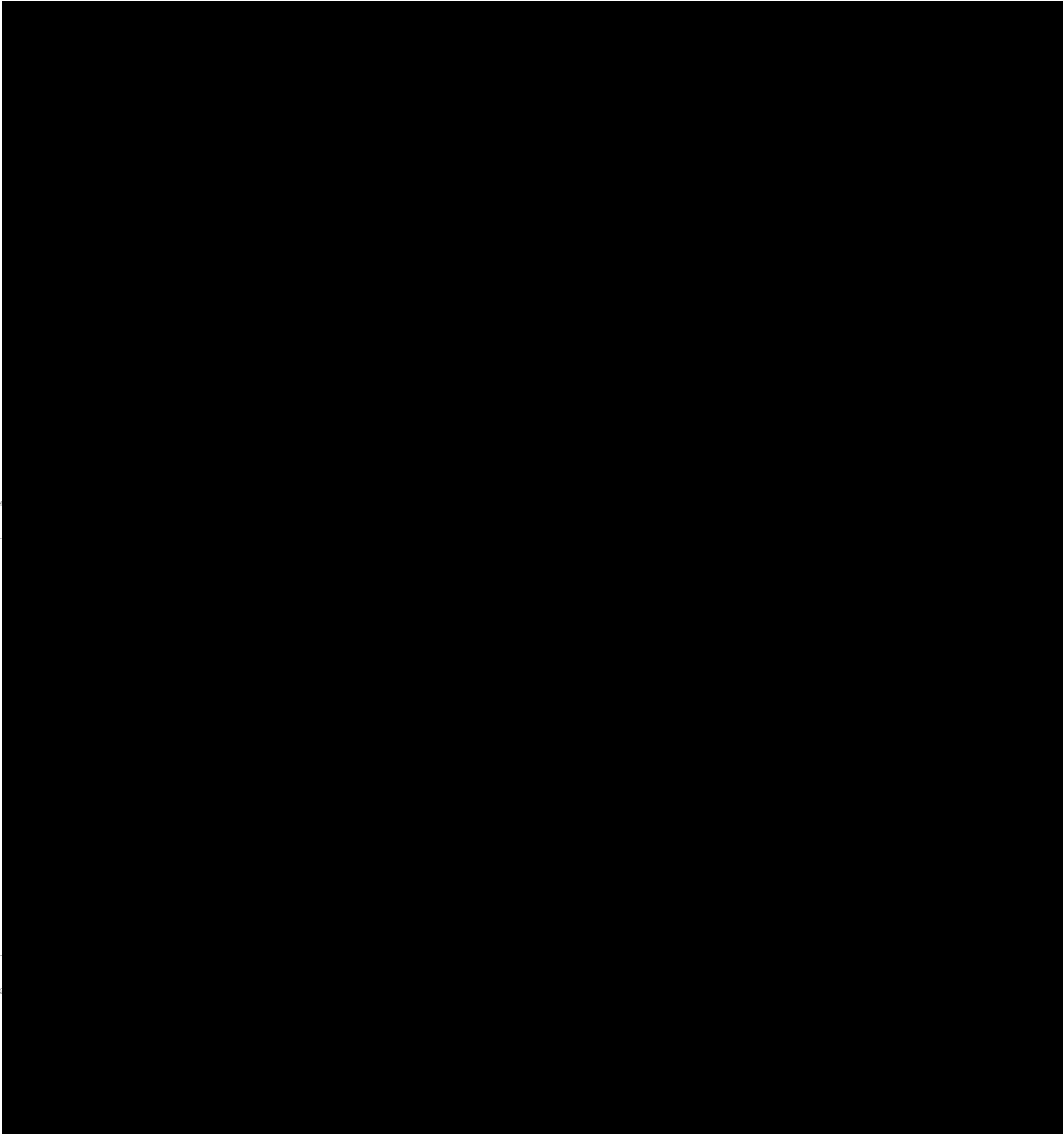
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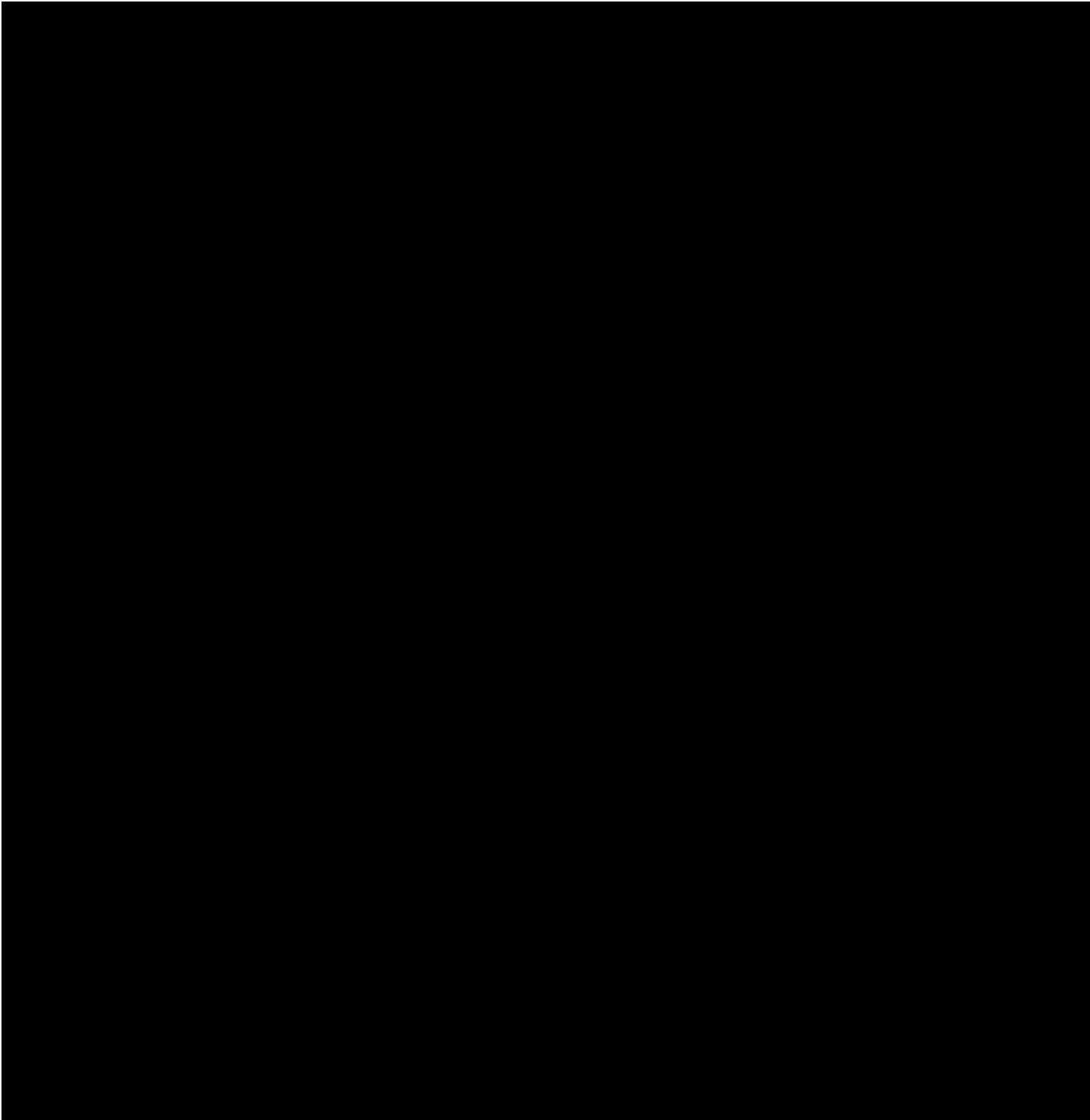


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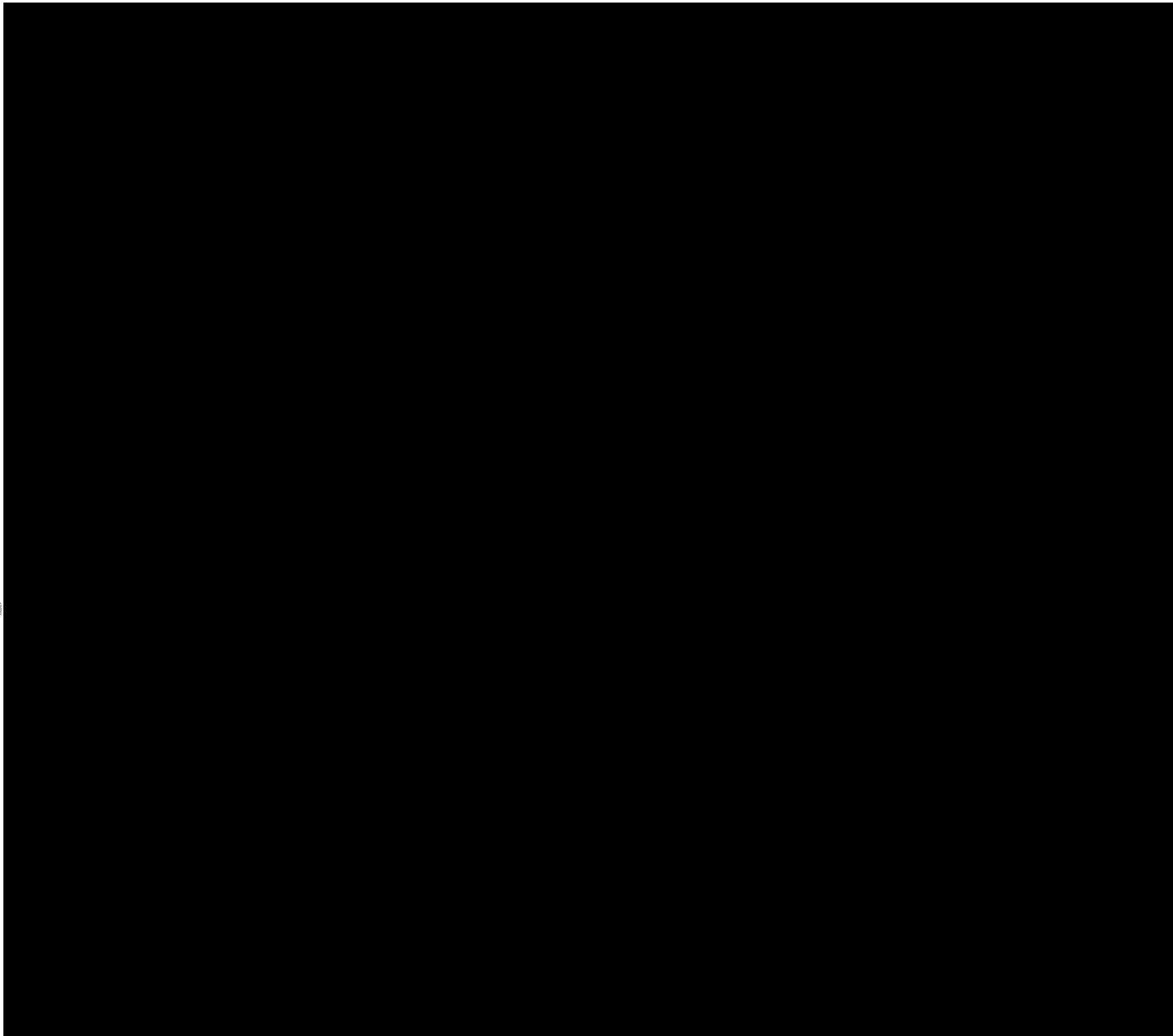
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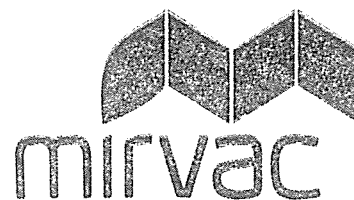
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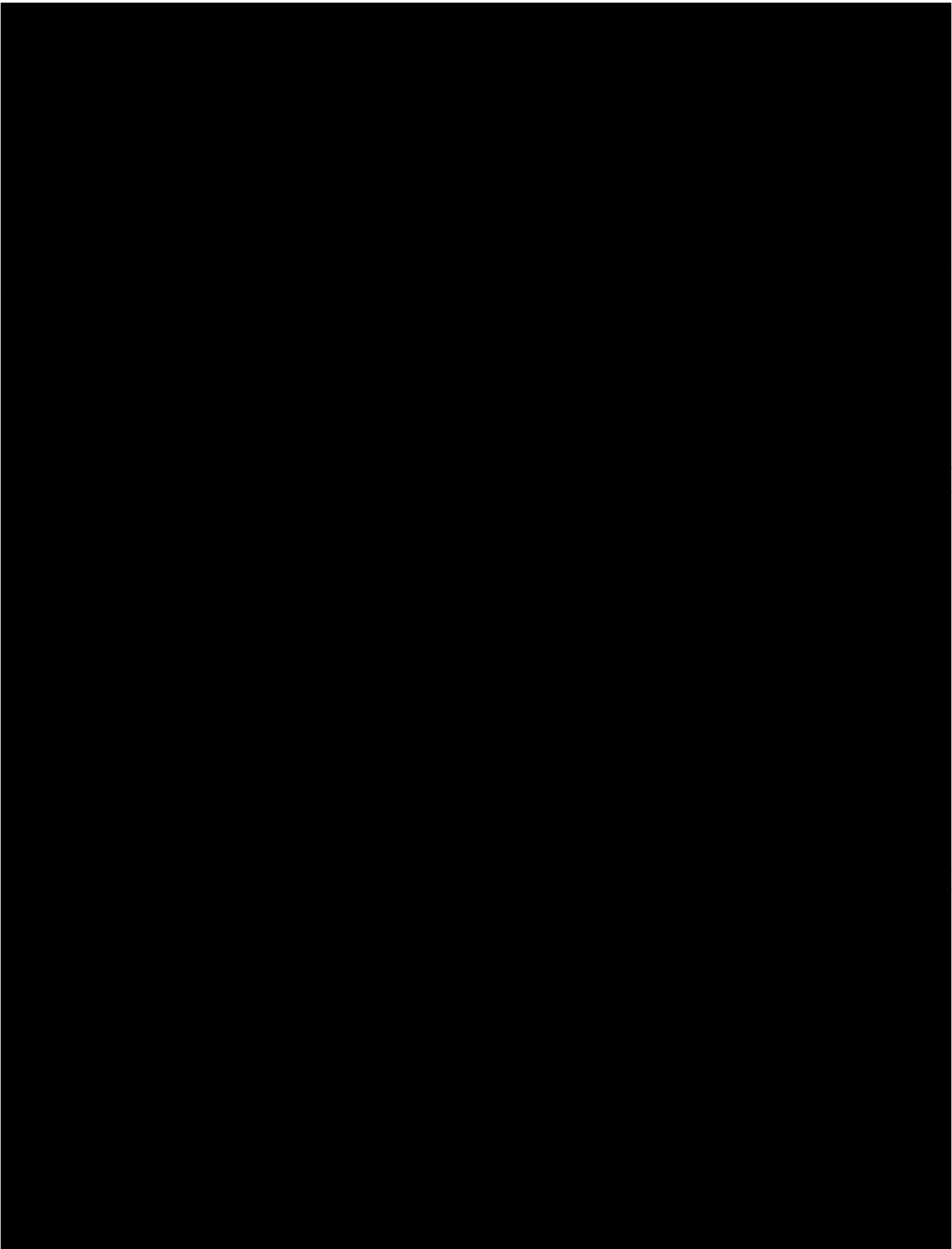


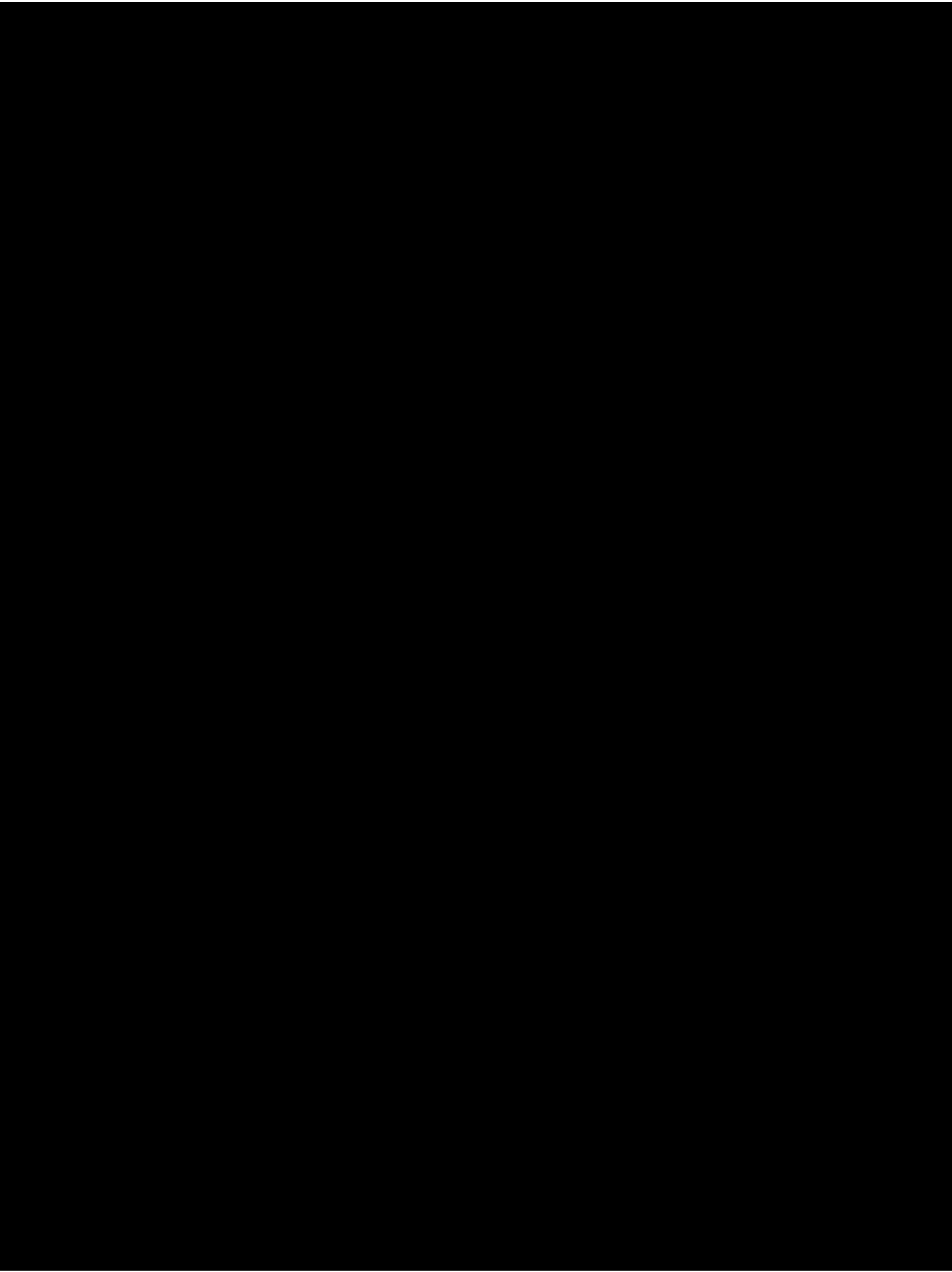
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SCHEDULE D5. – FORM OF CALL OPTION DEED (RESIDENTIAL – WL DEVELOPER)

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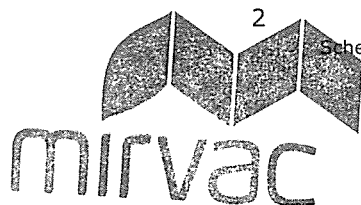


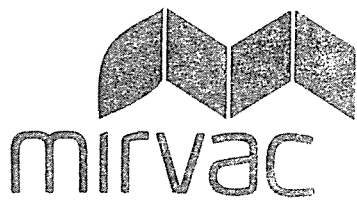
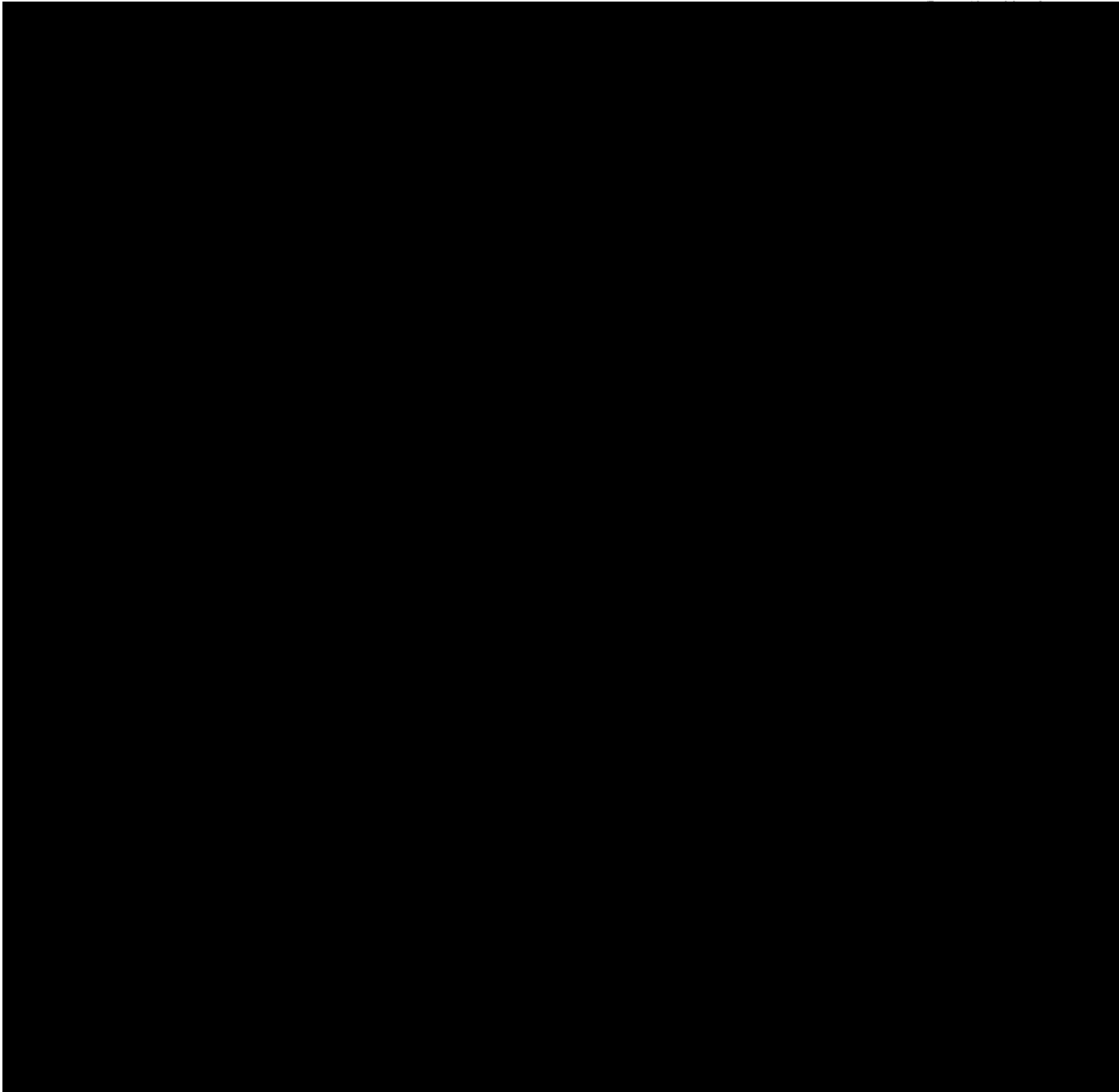


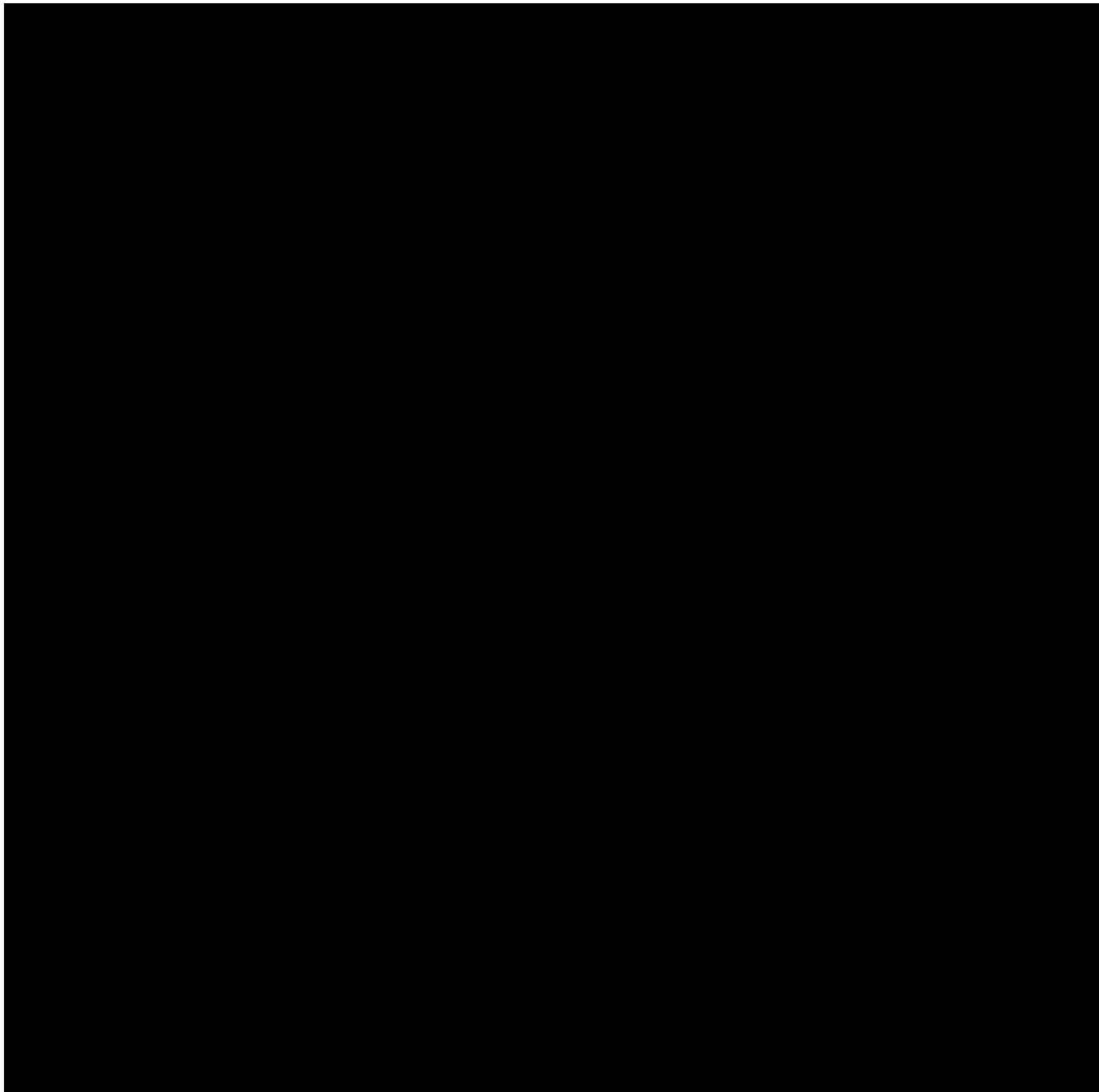


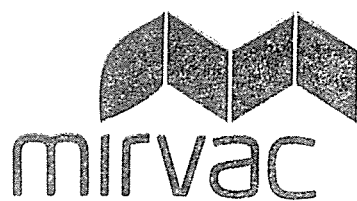
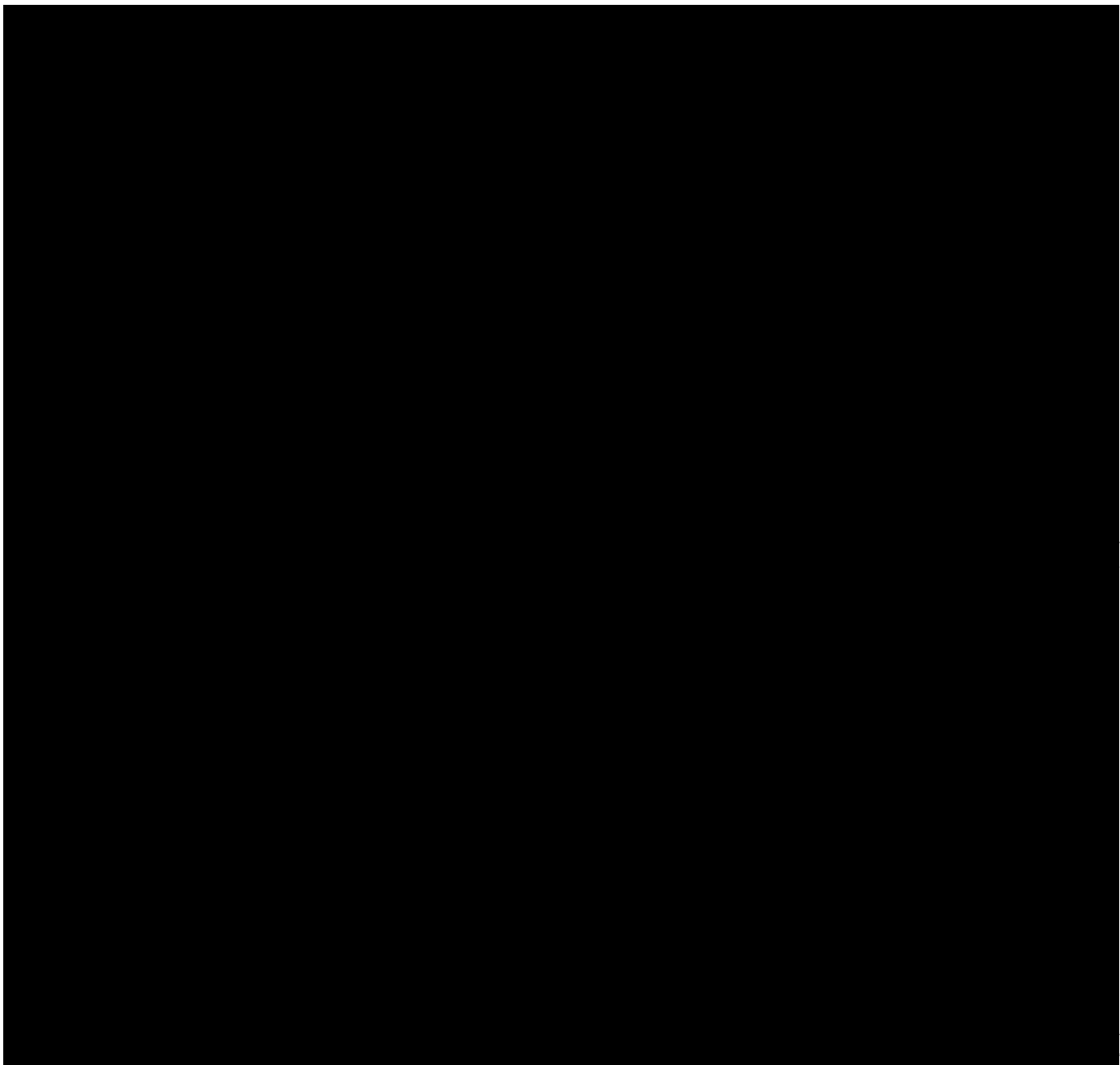
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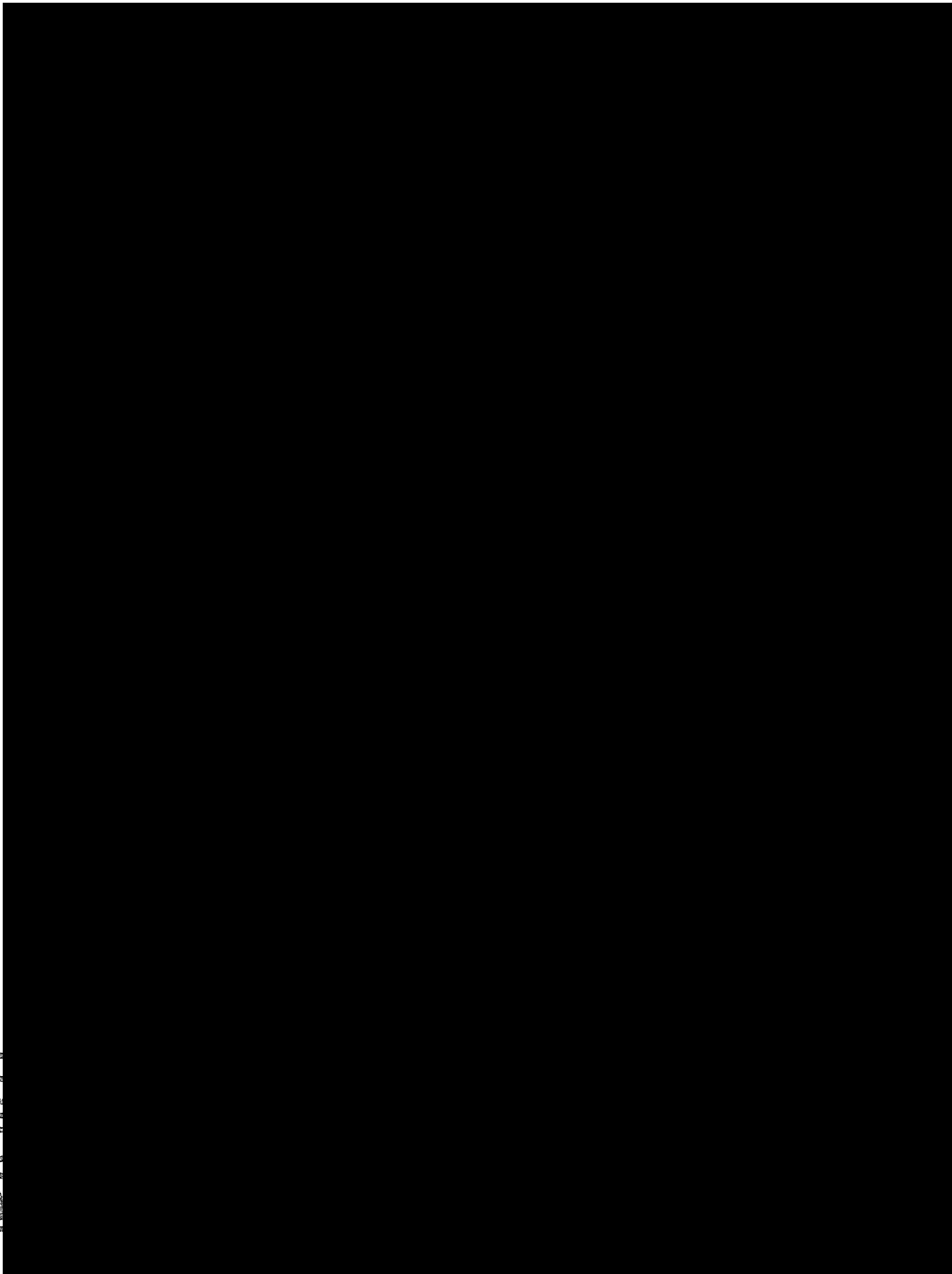
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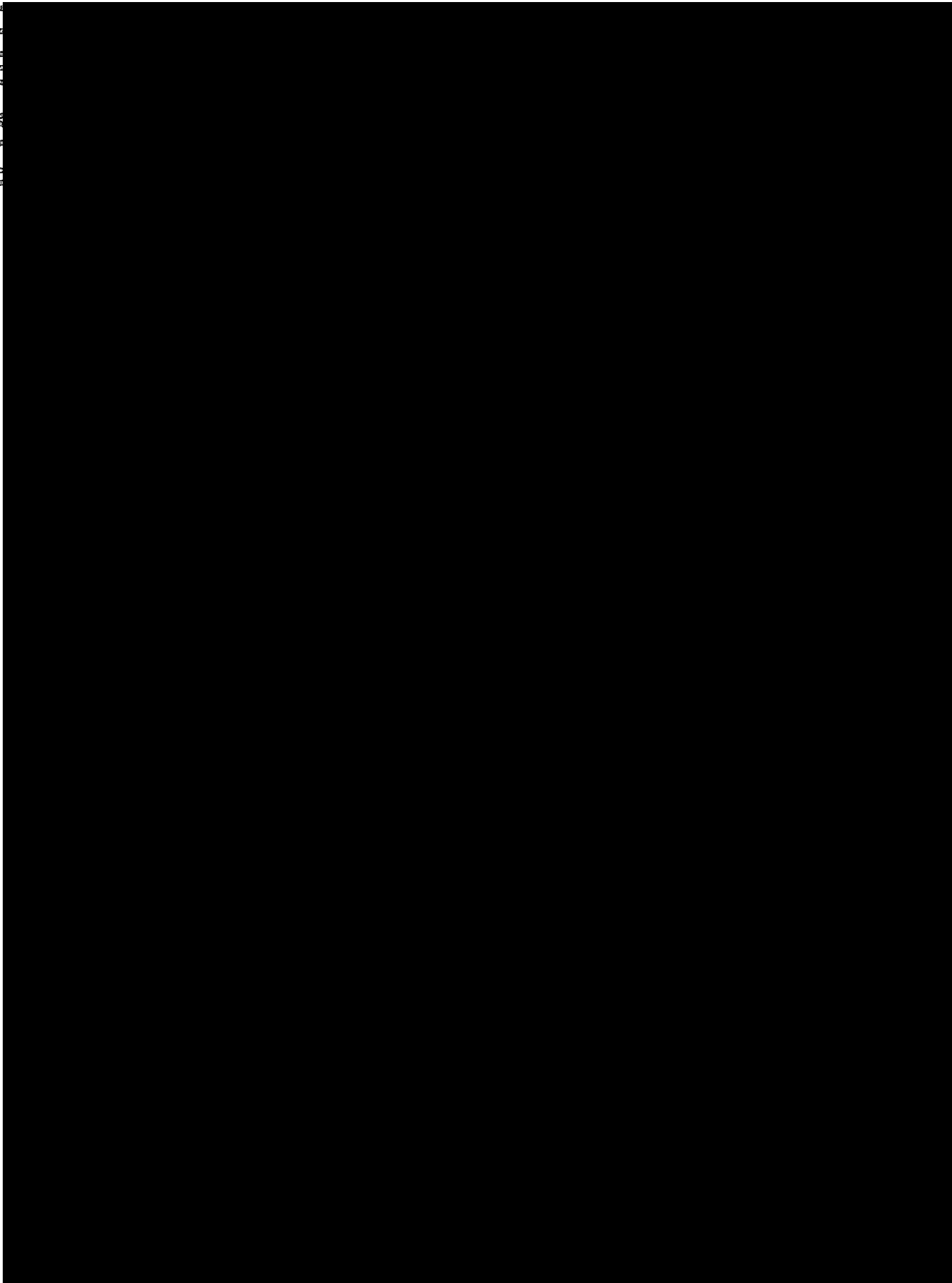


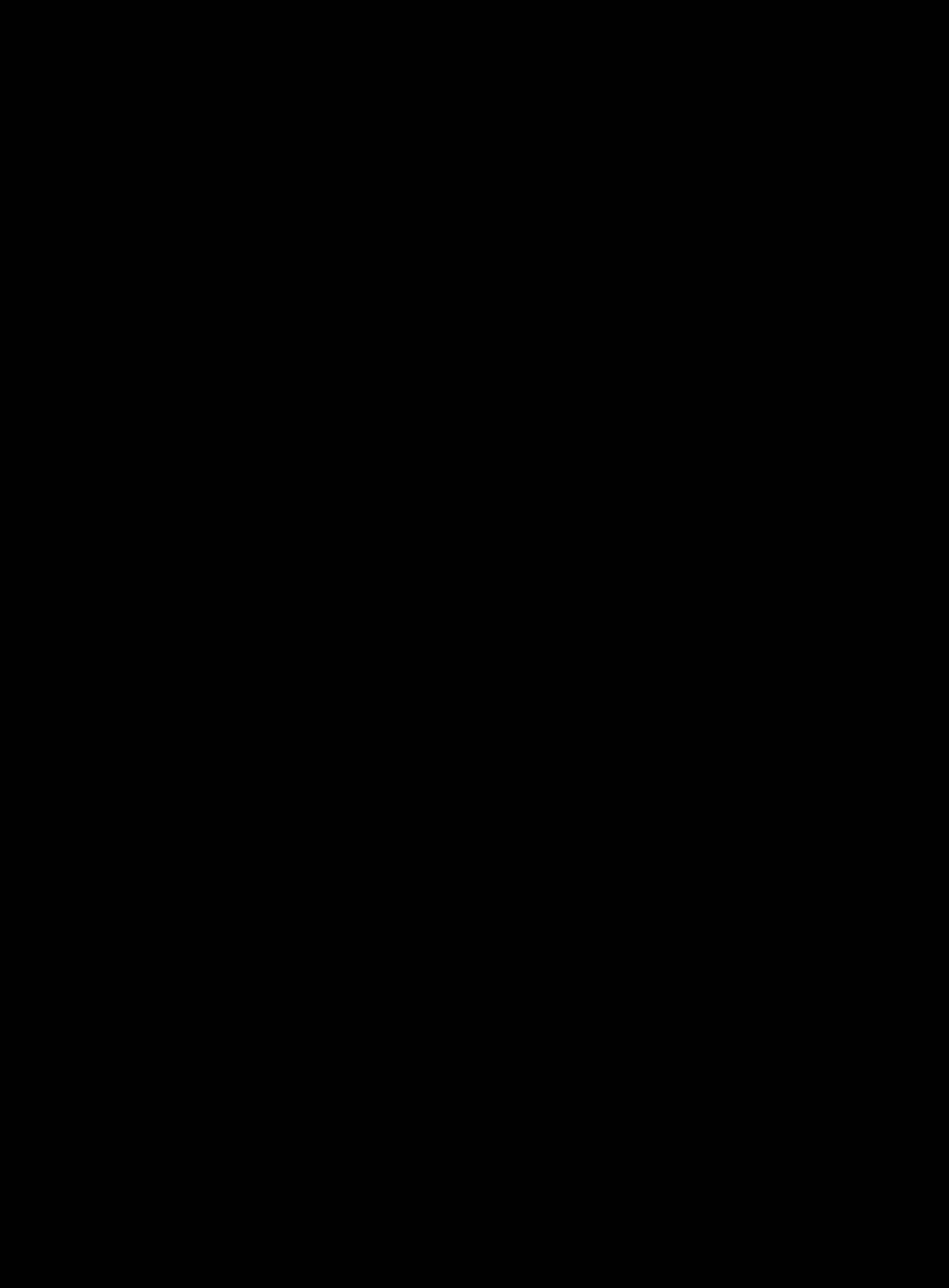


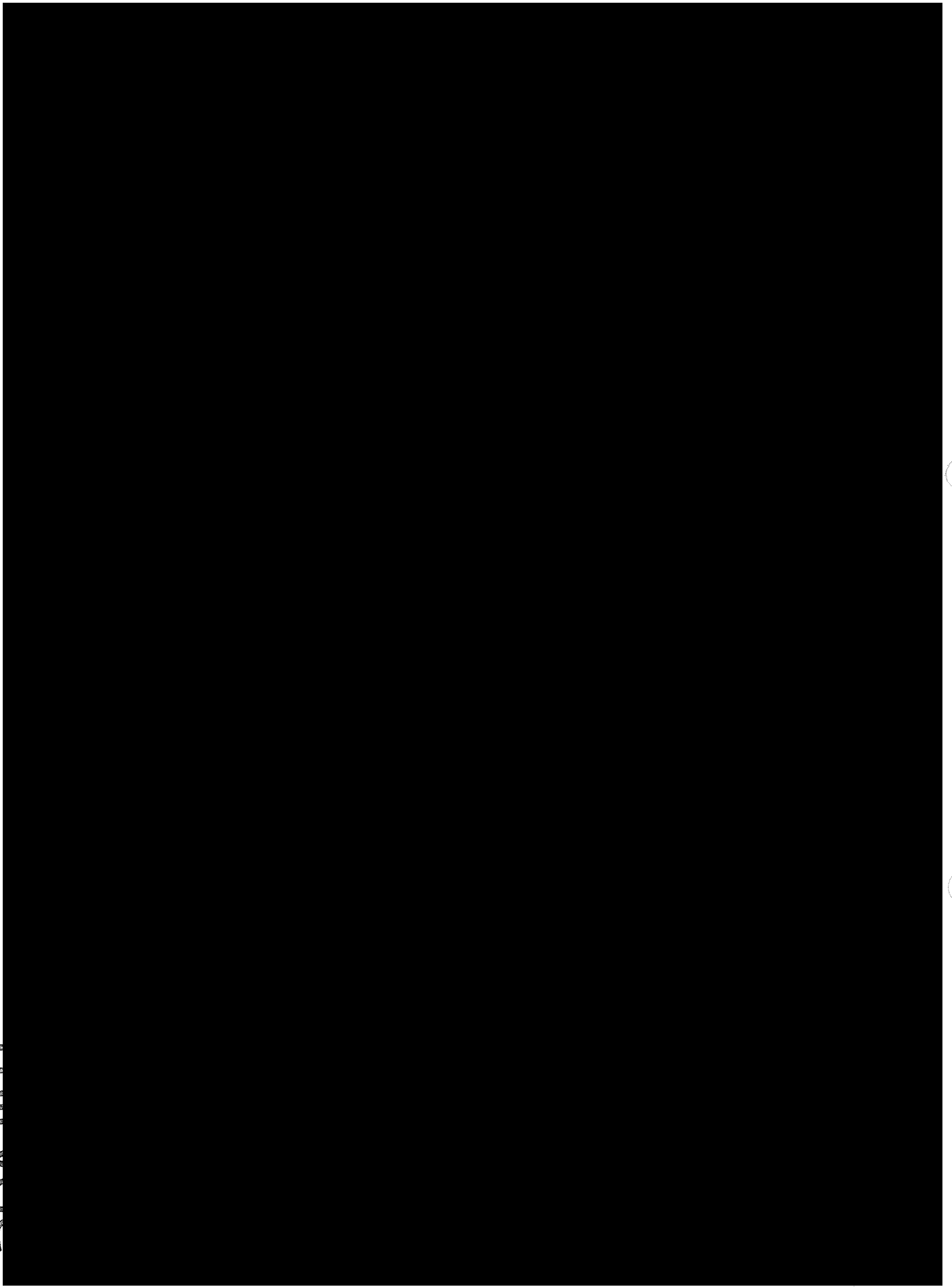


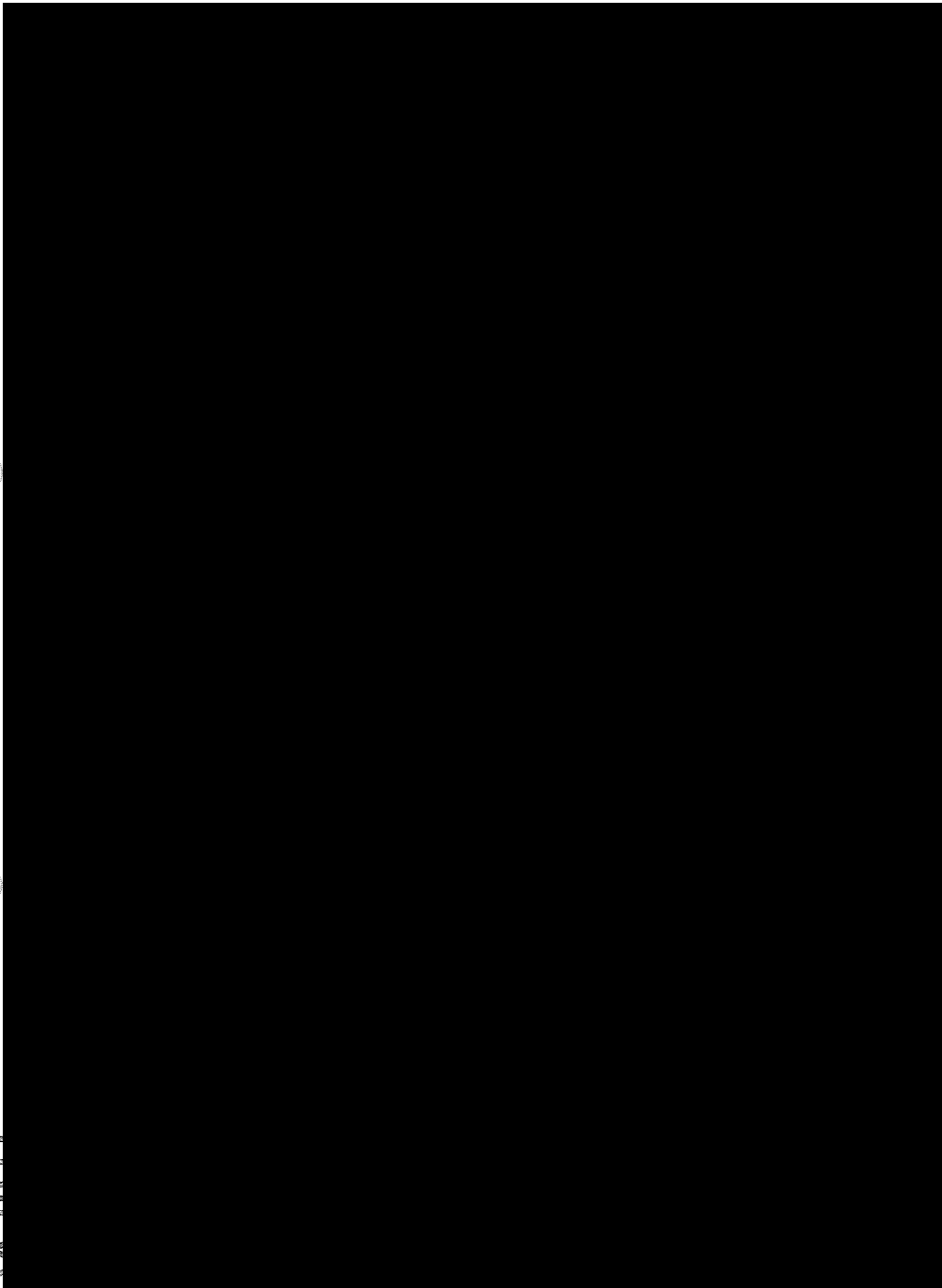
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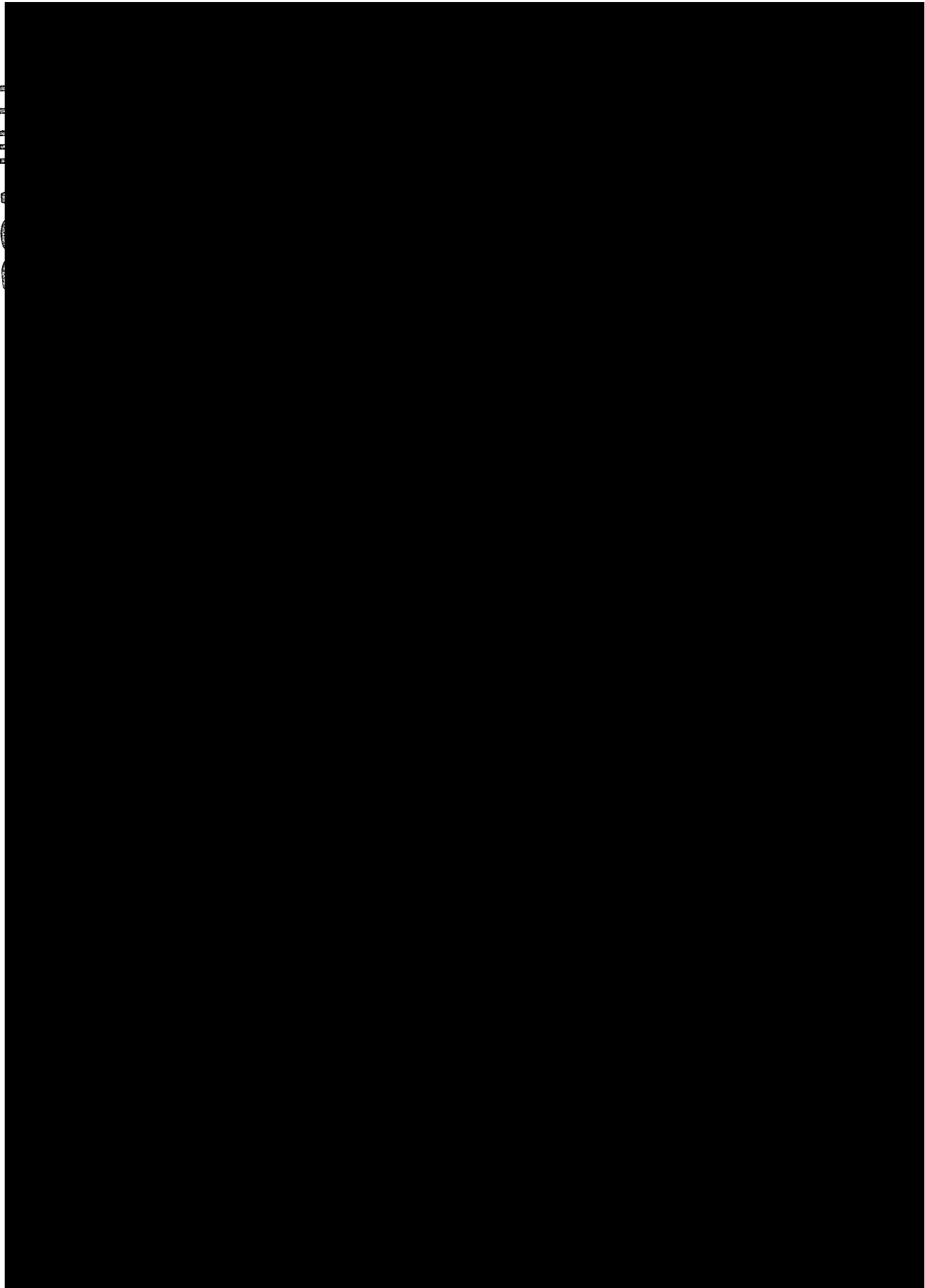
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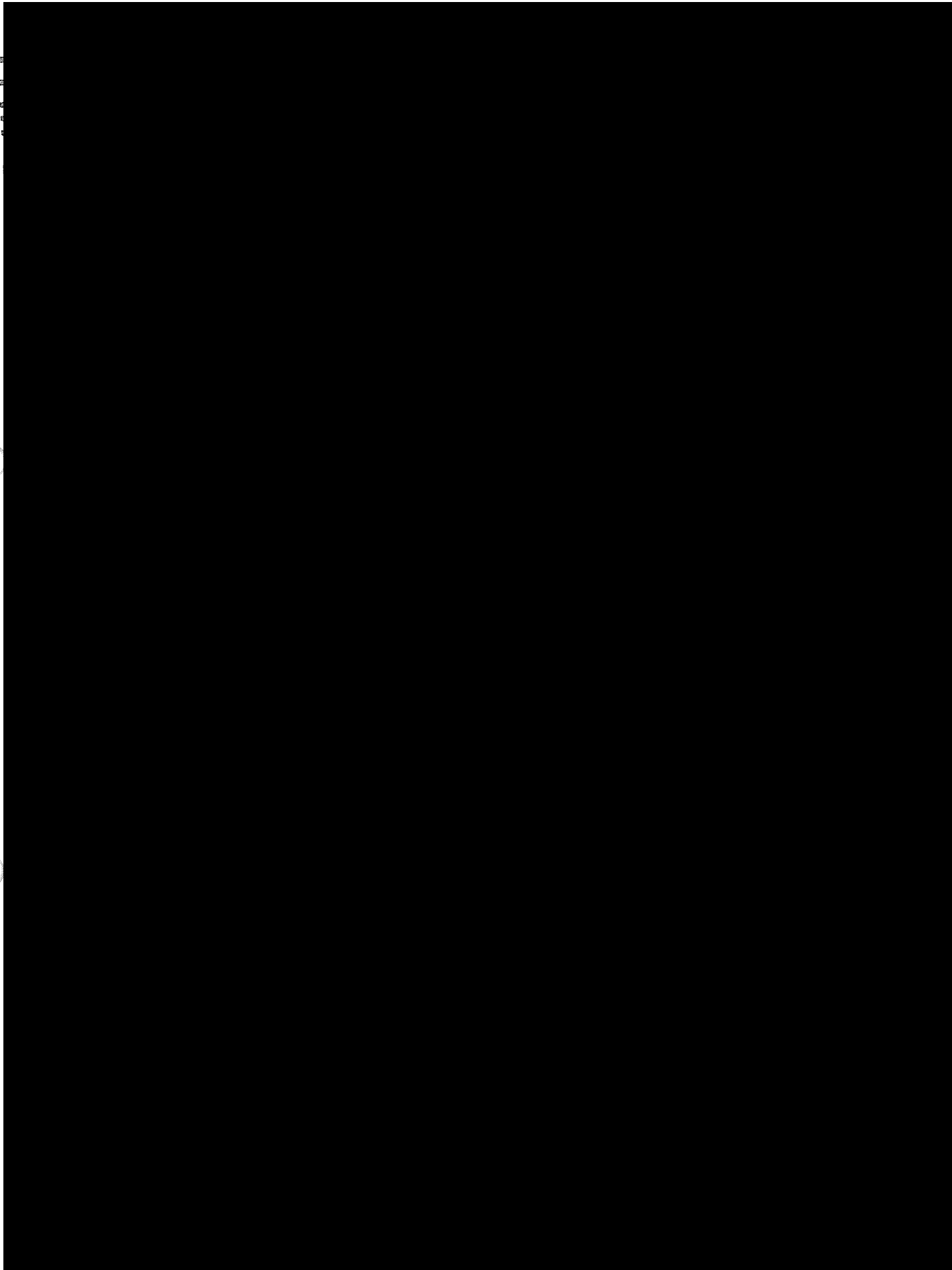


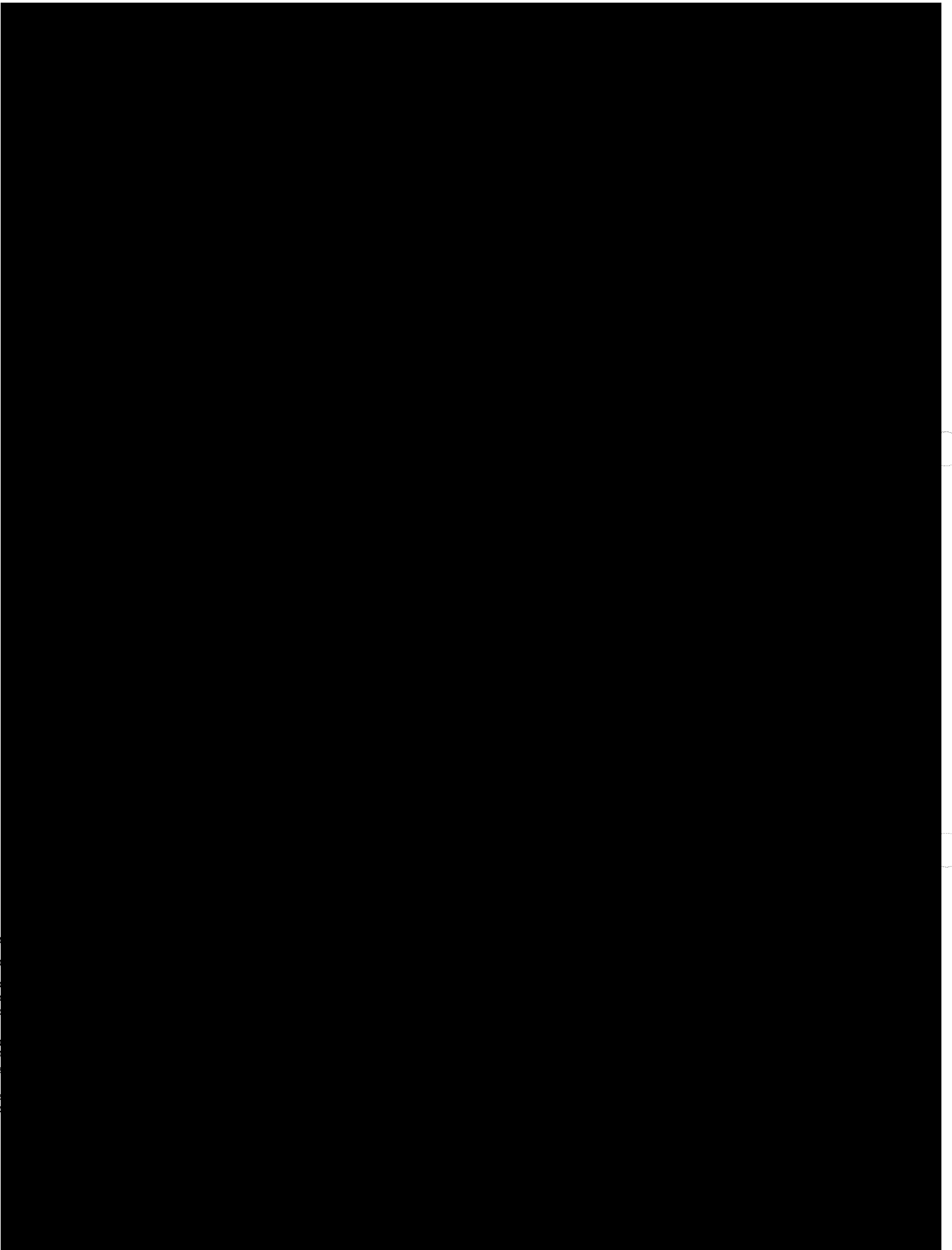


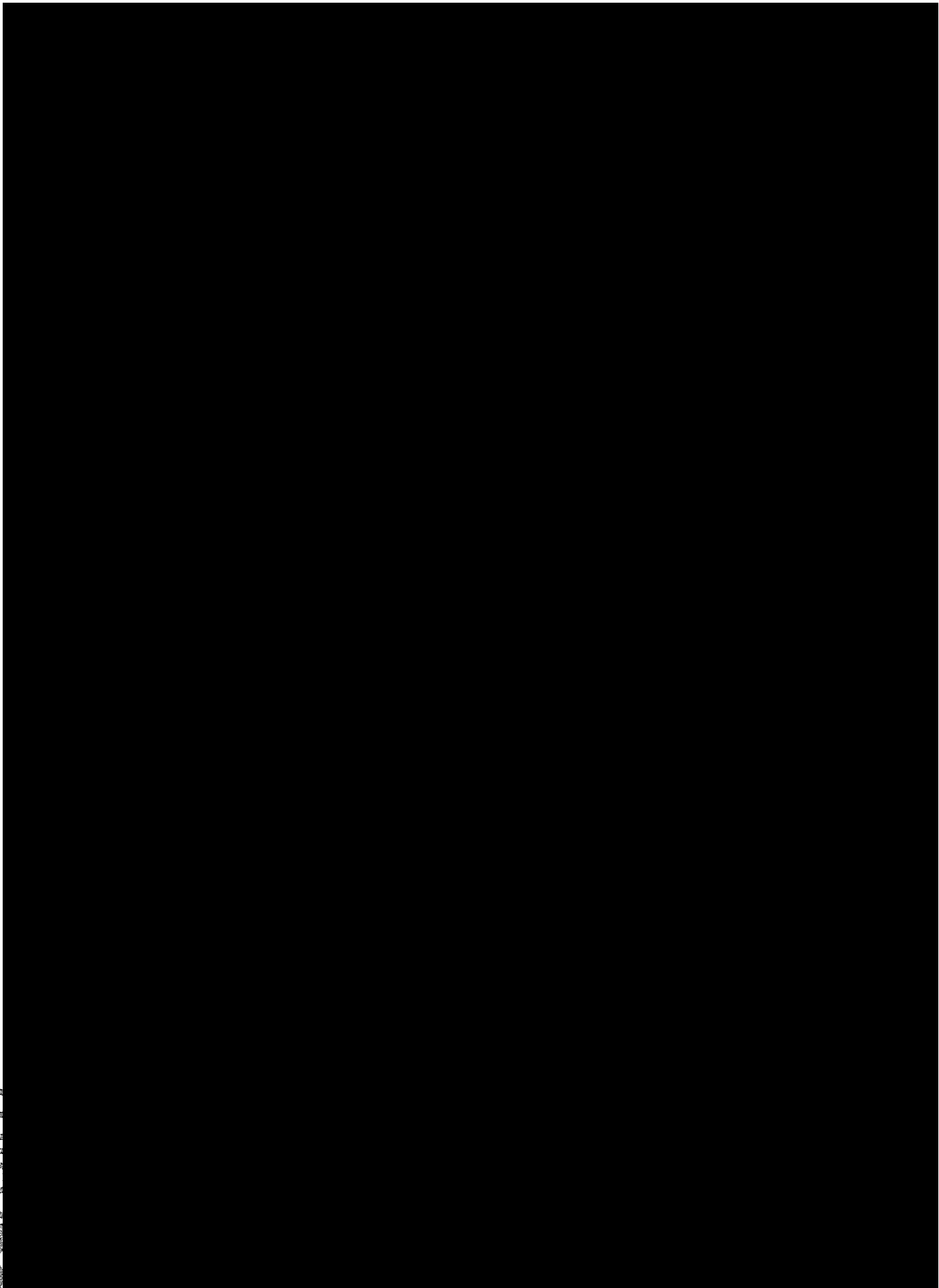




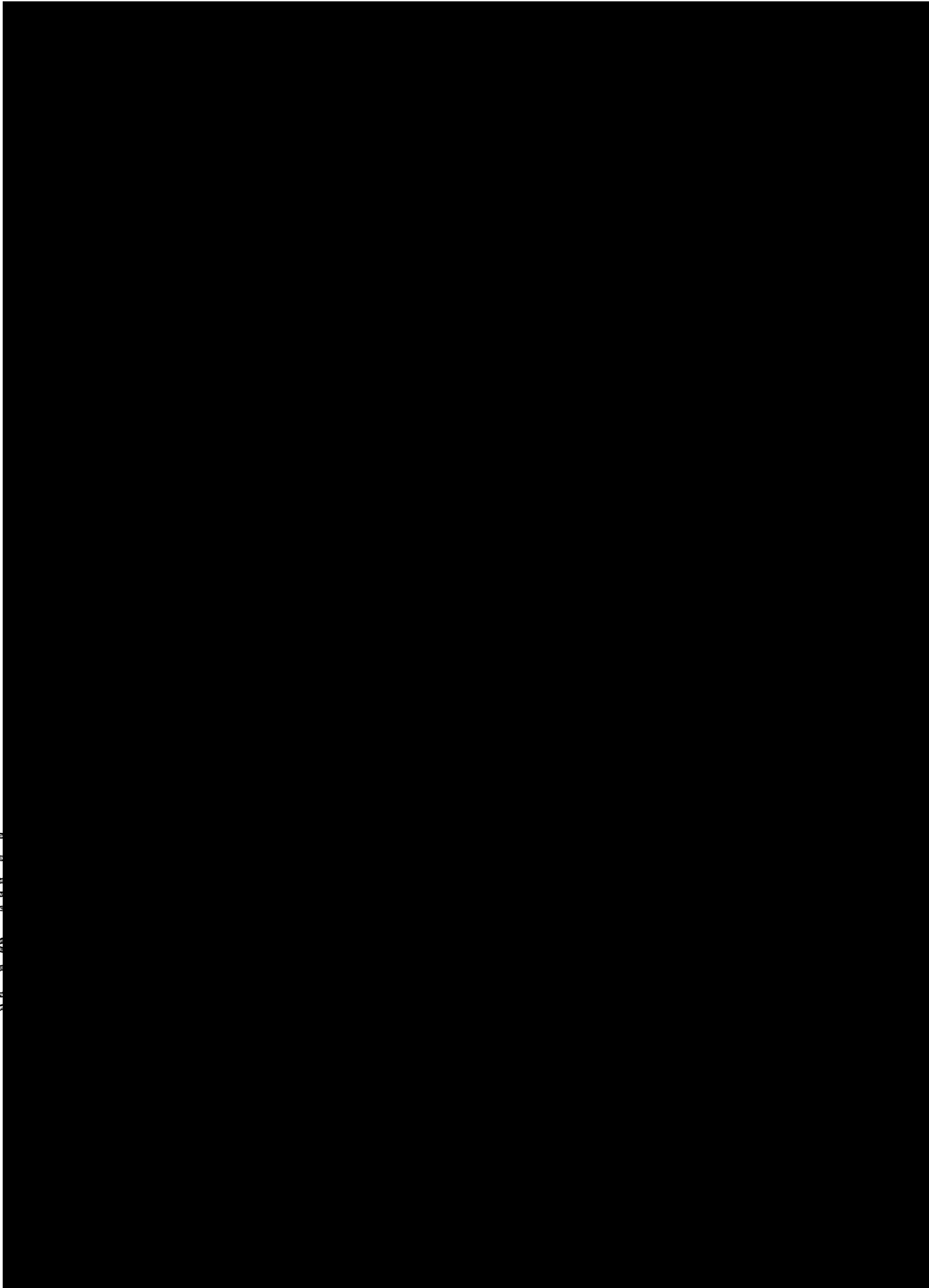


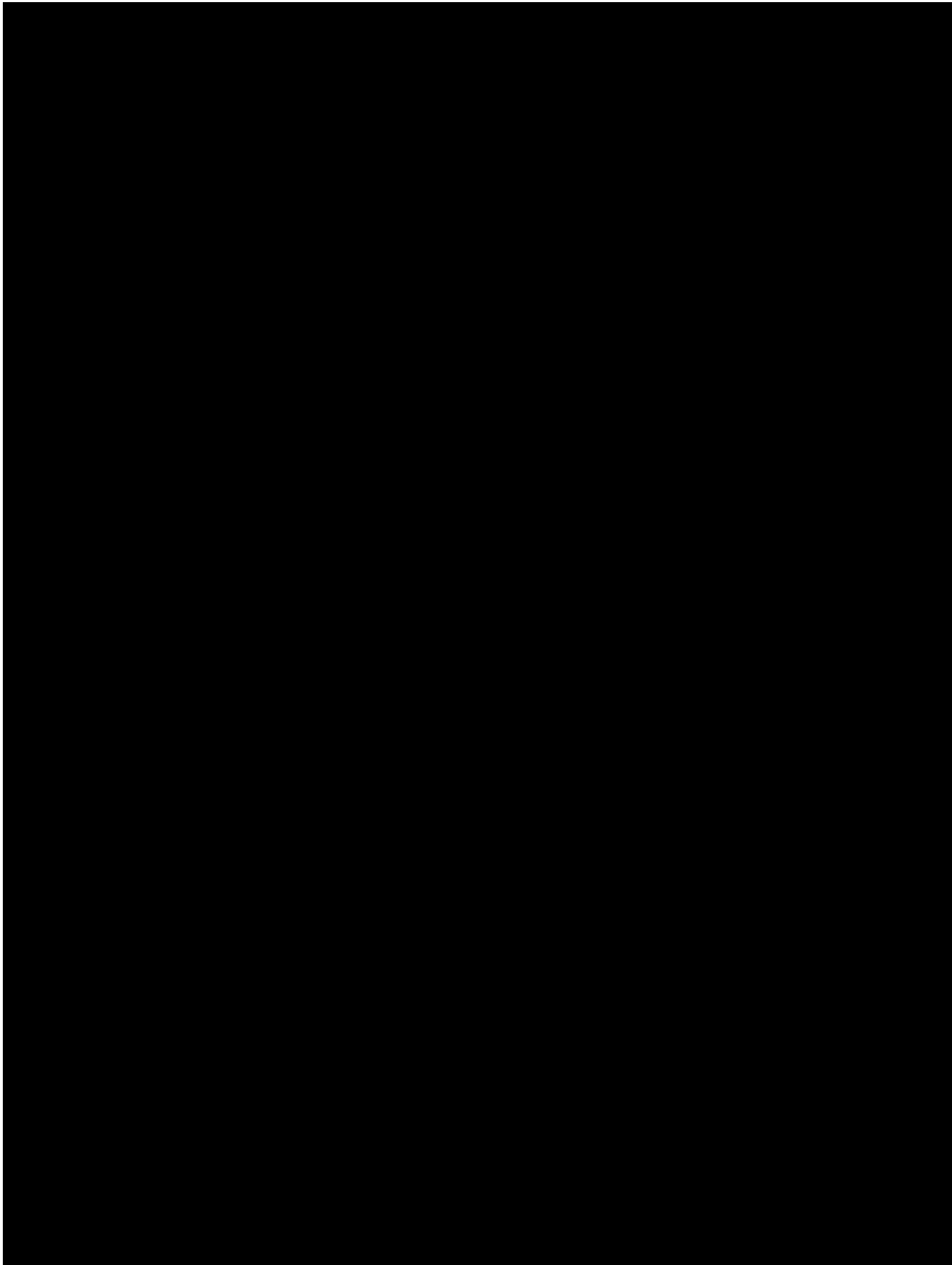






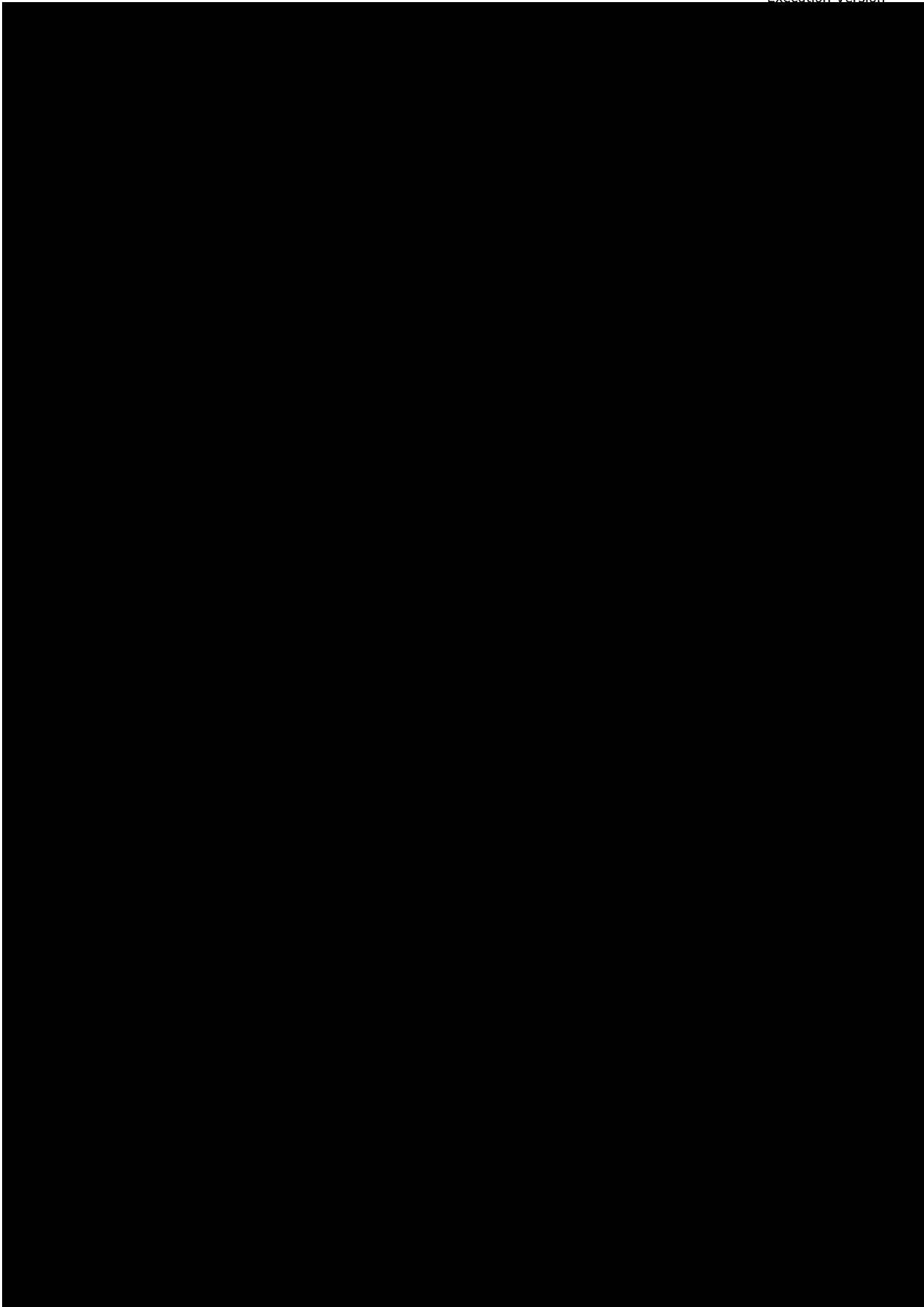
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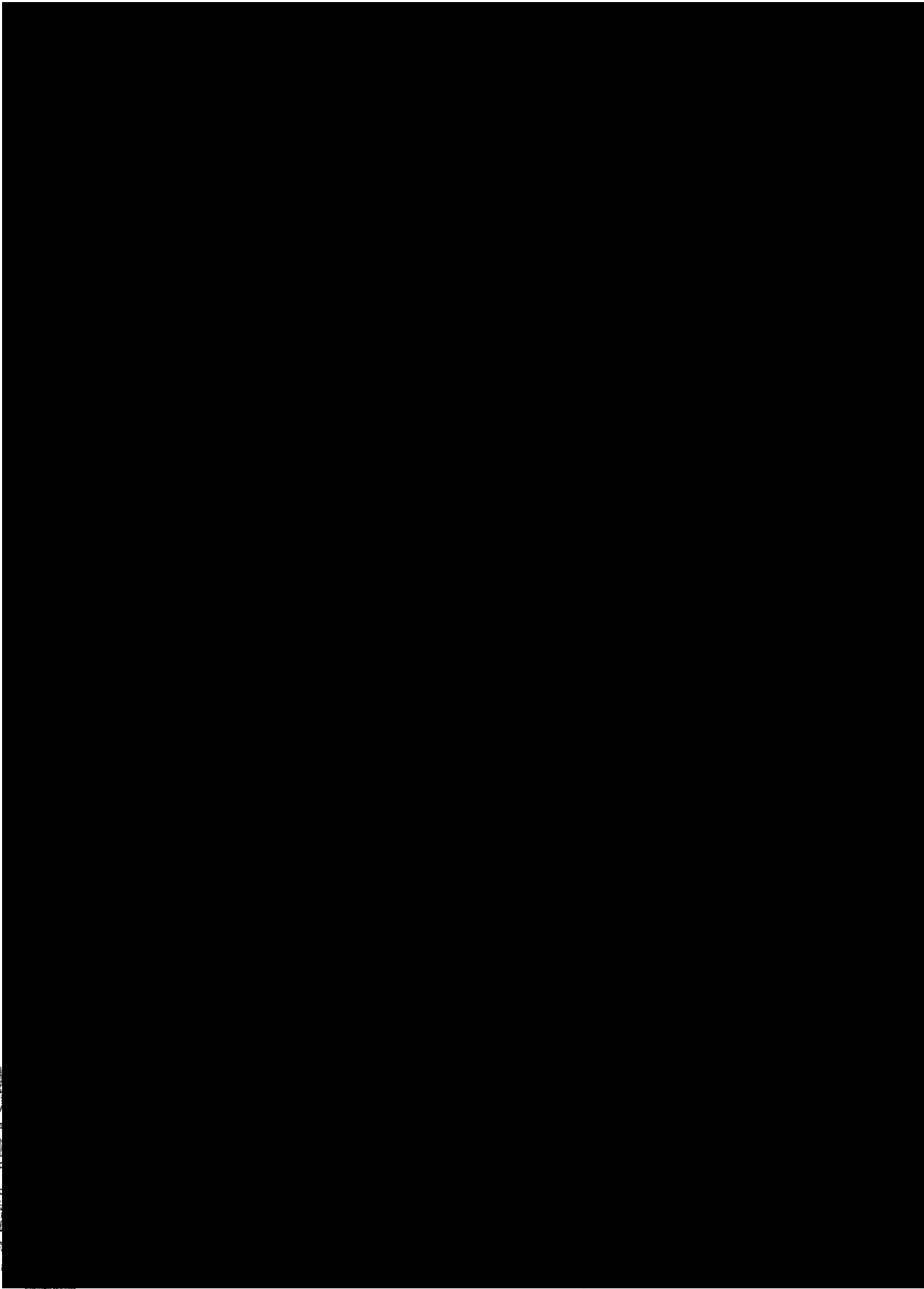




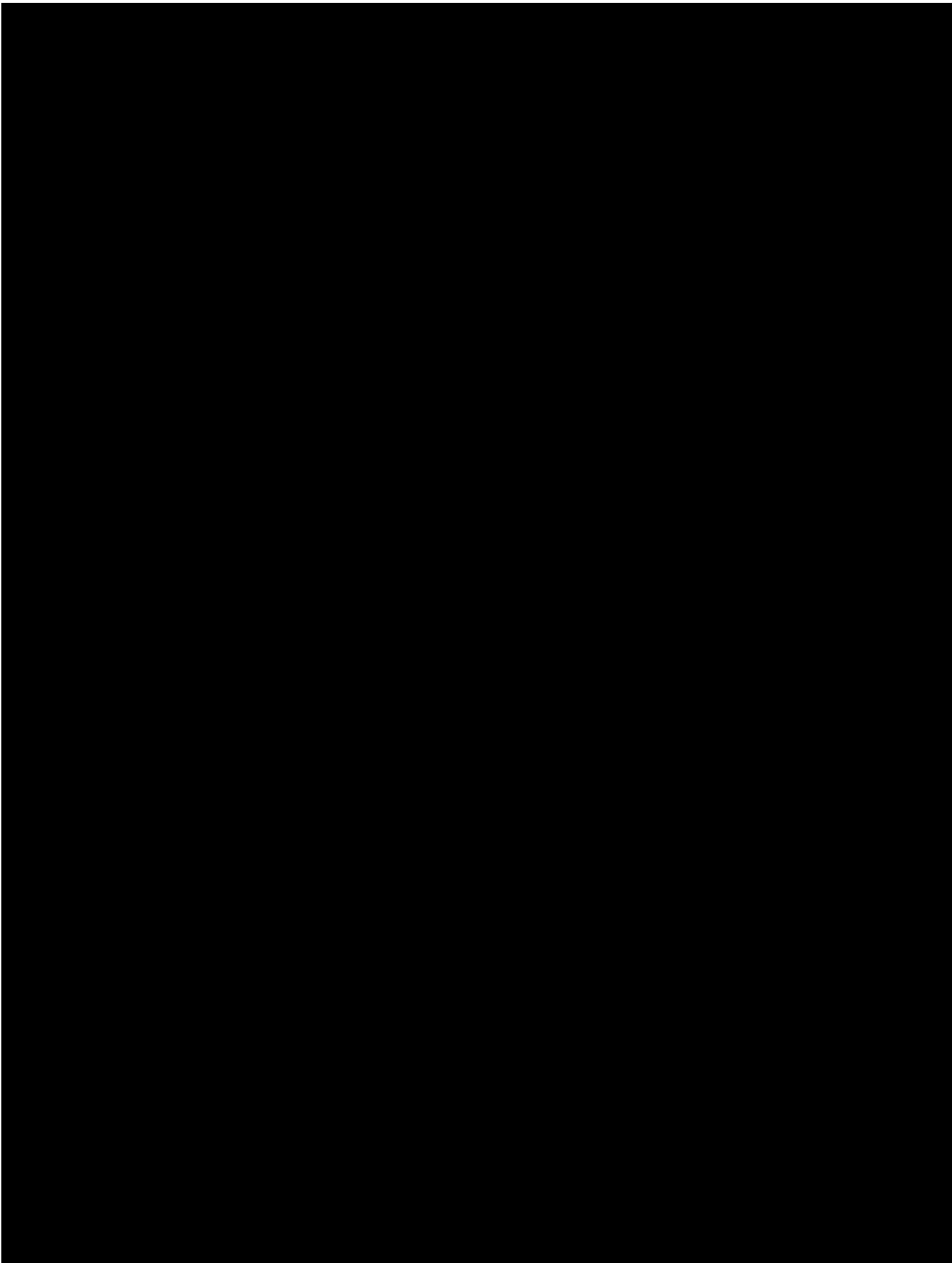
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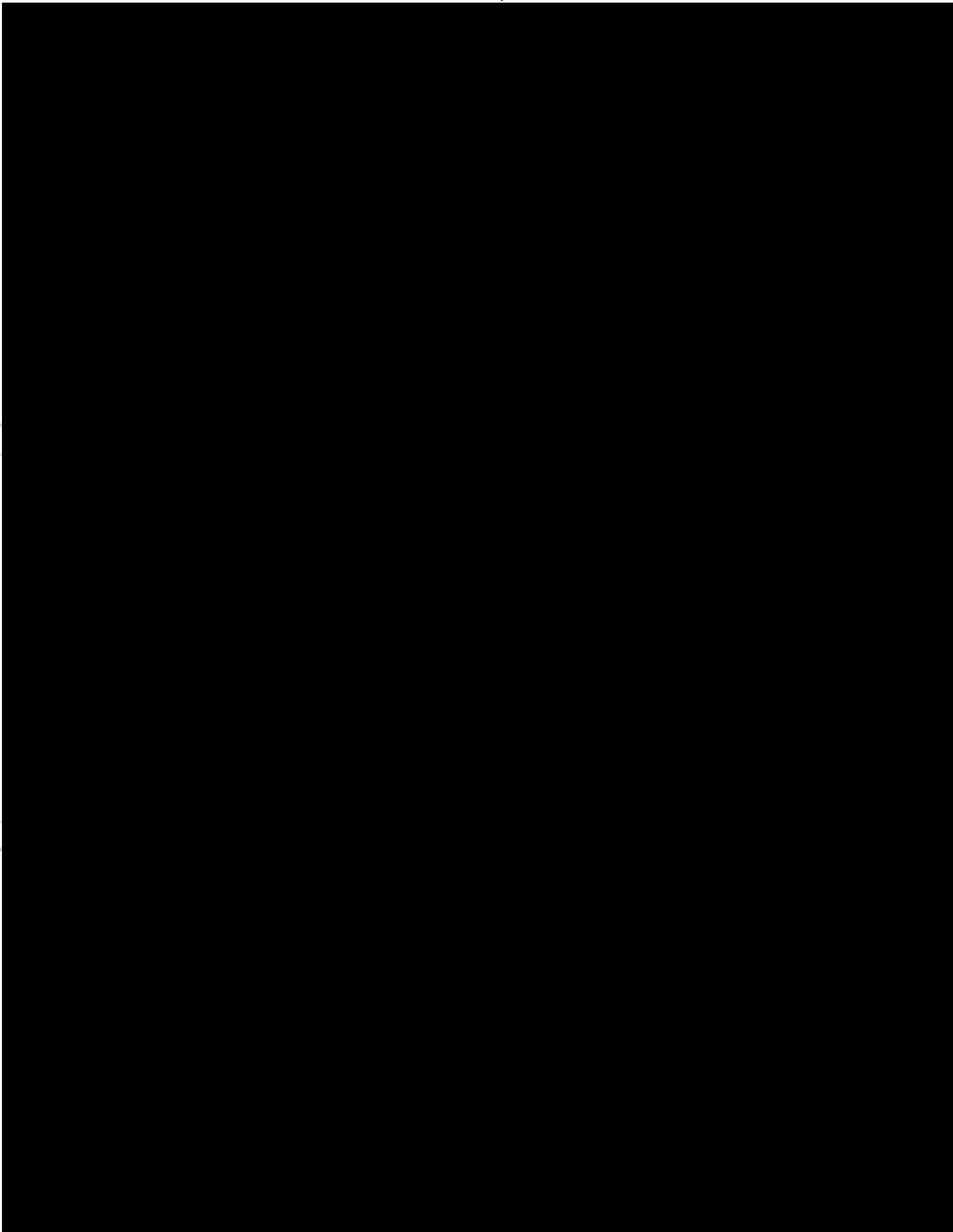
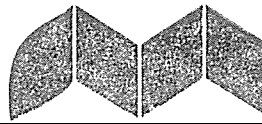
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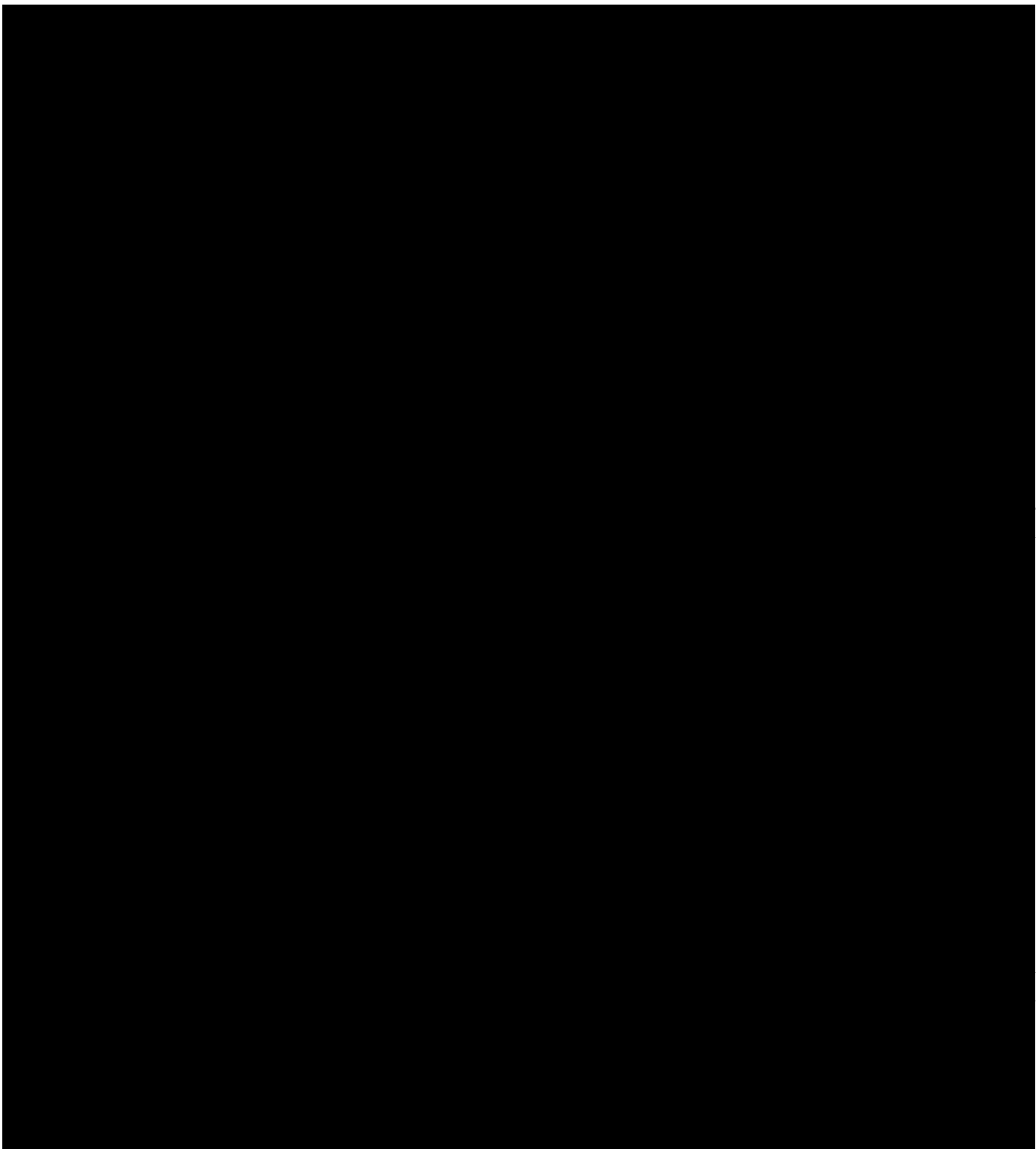


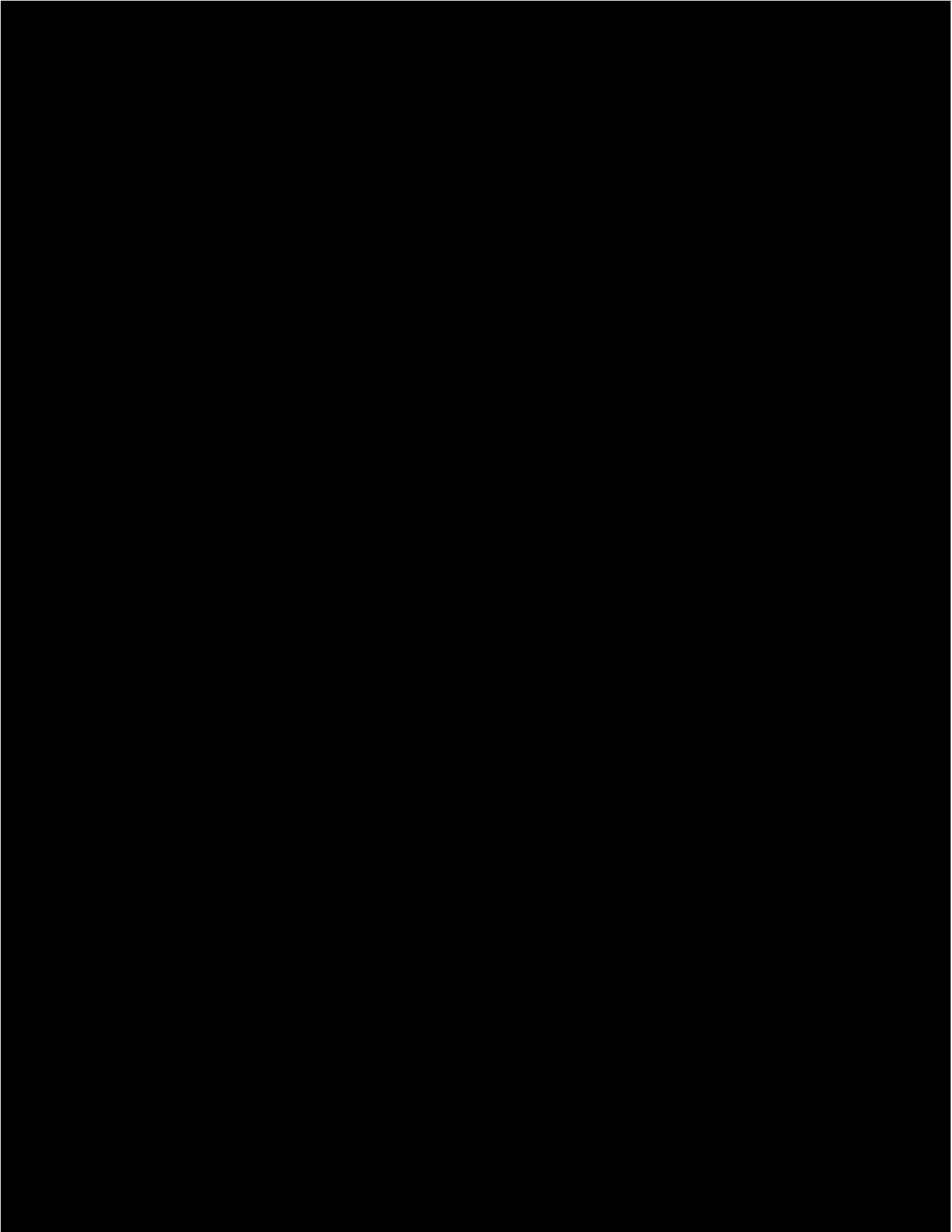


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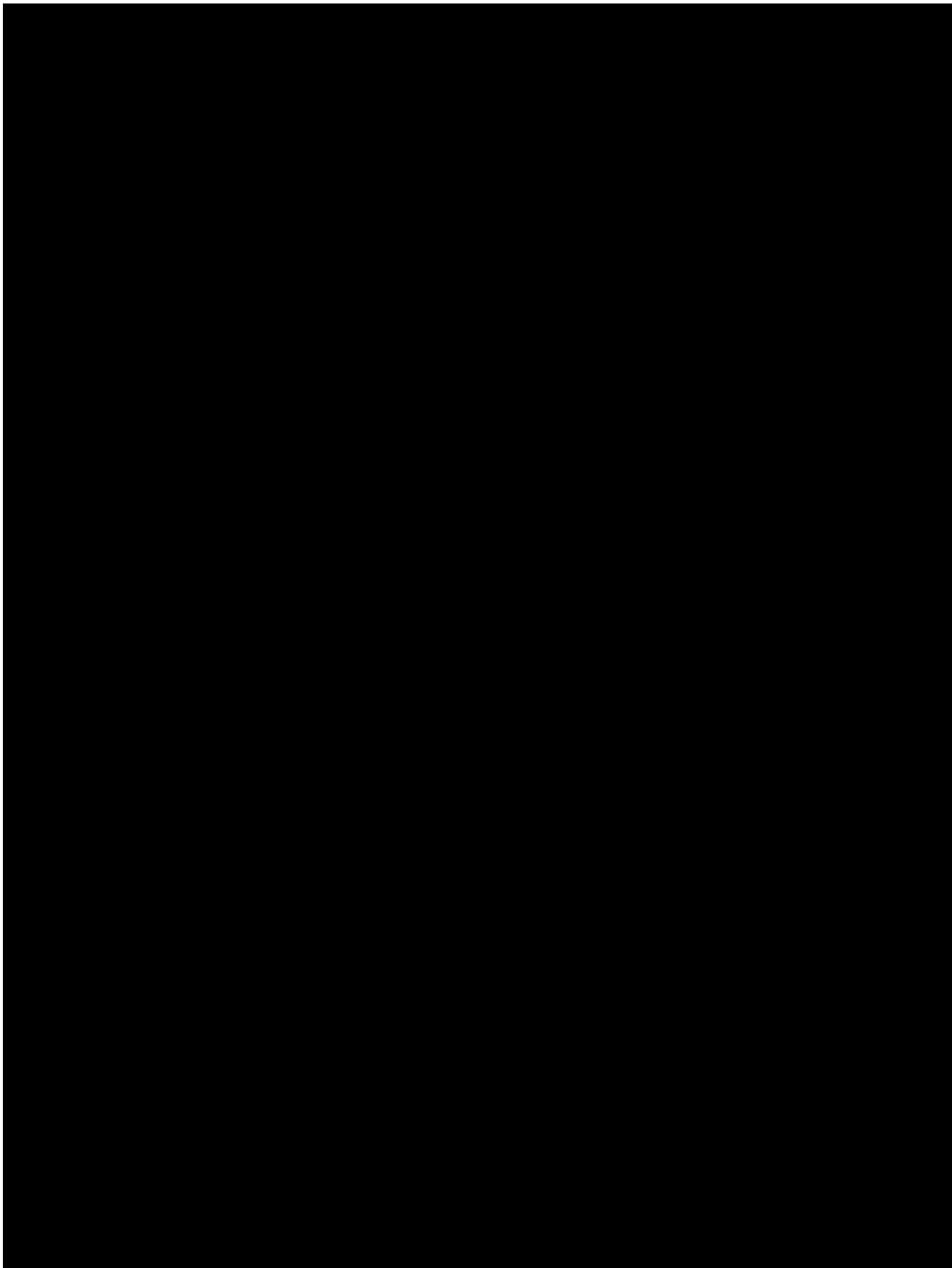






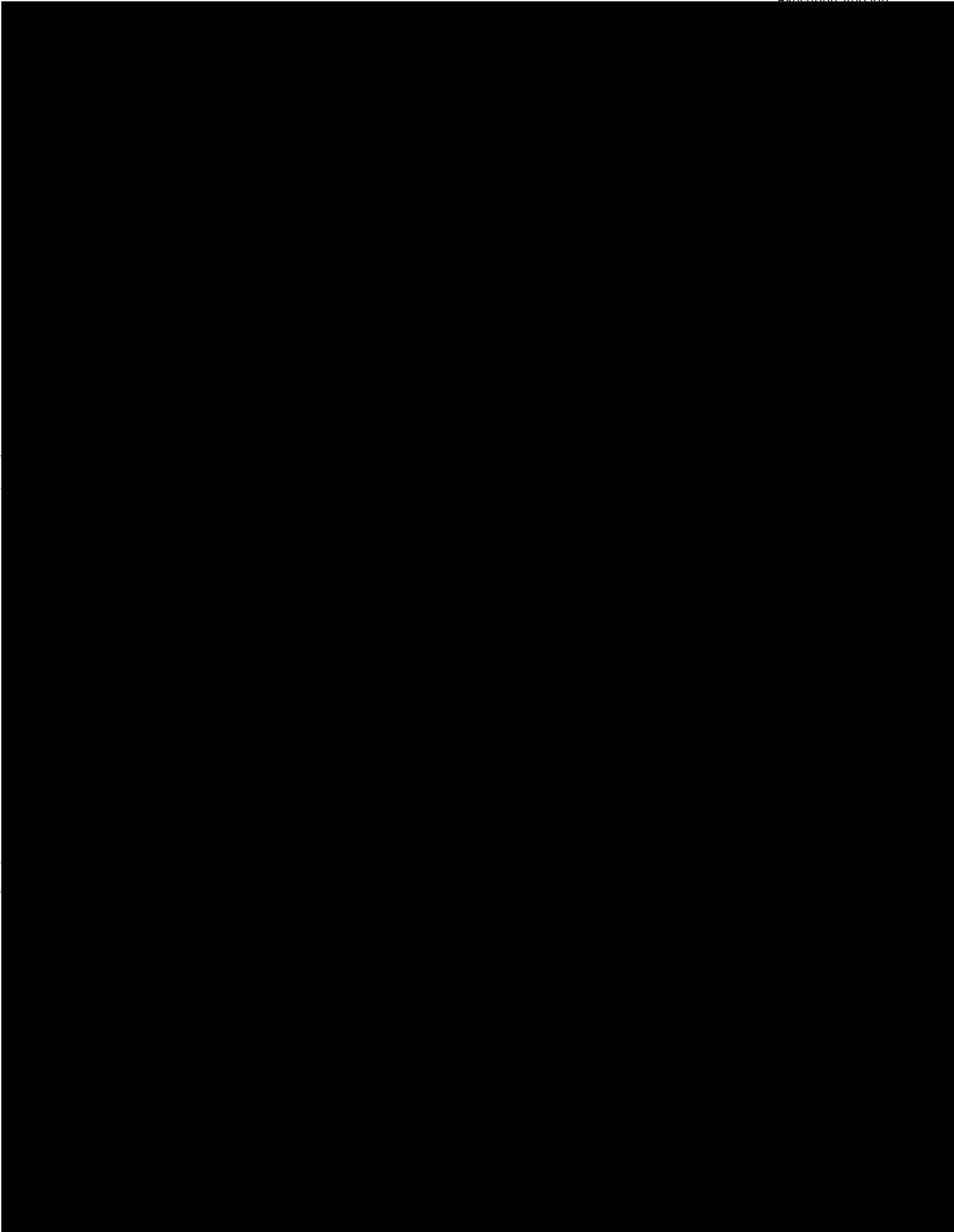
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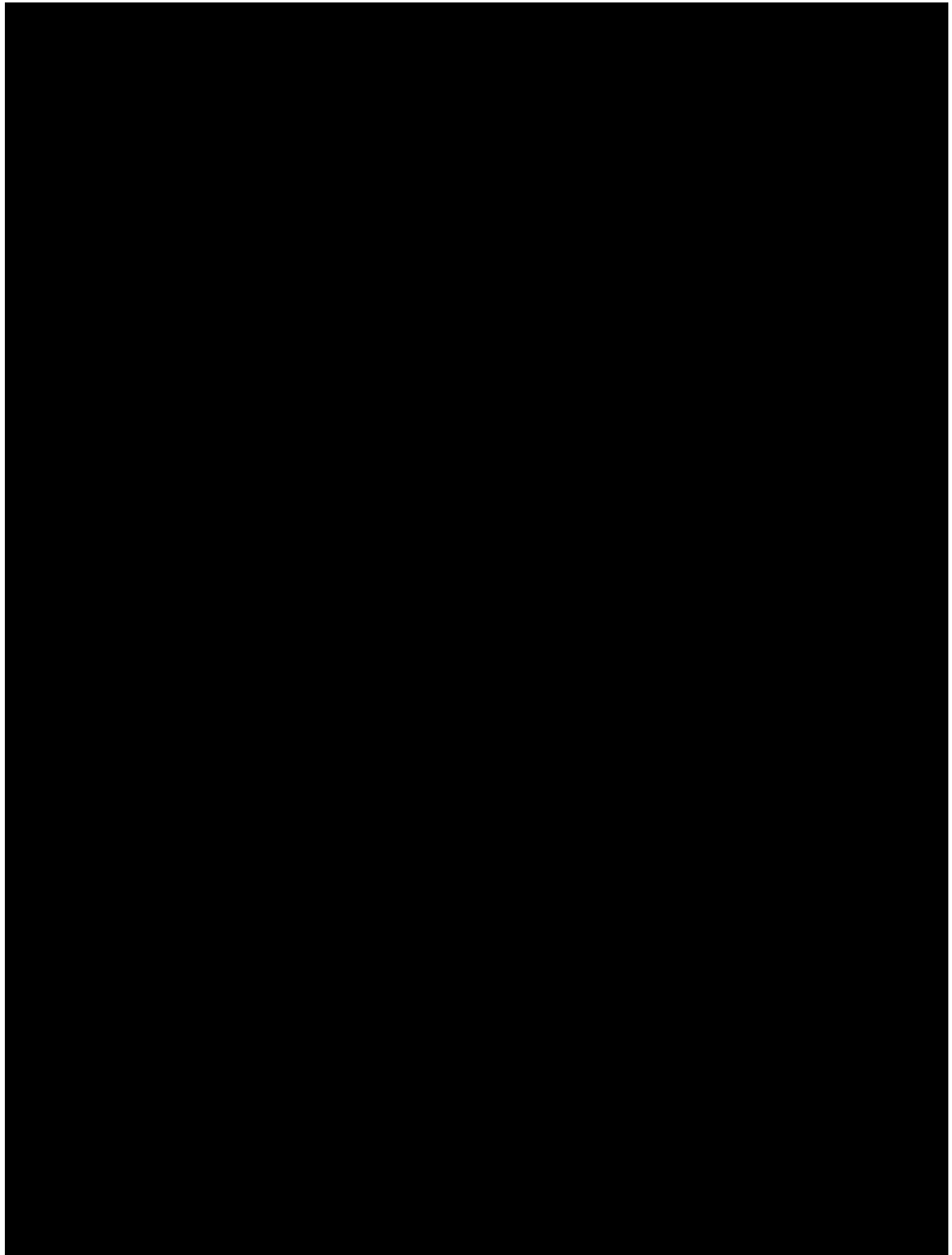
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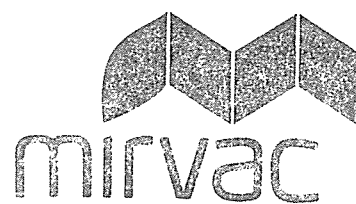


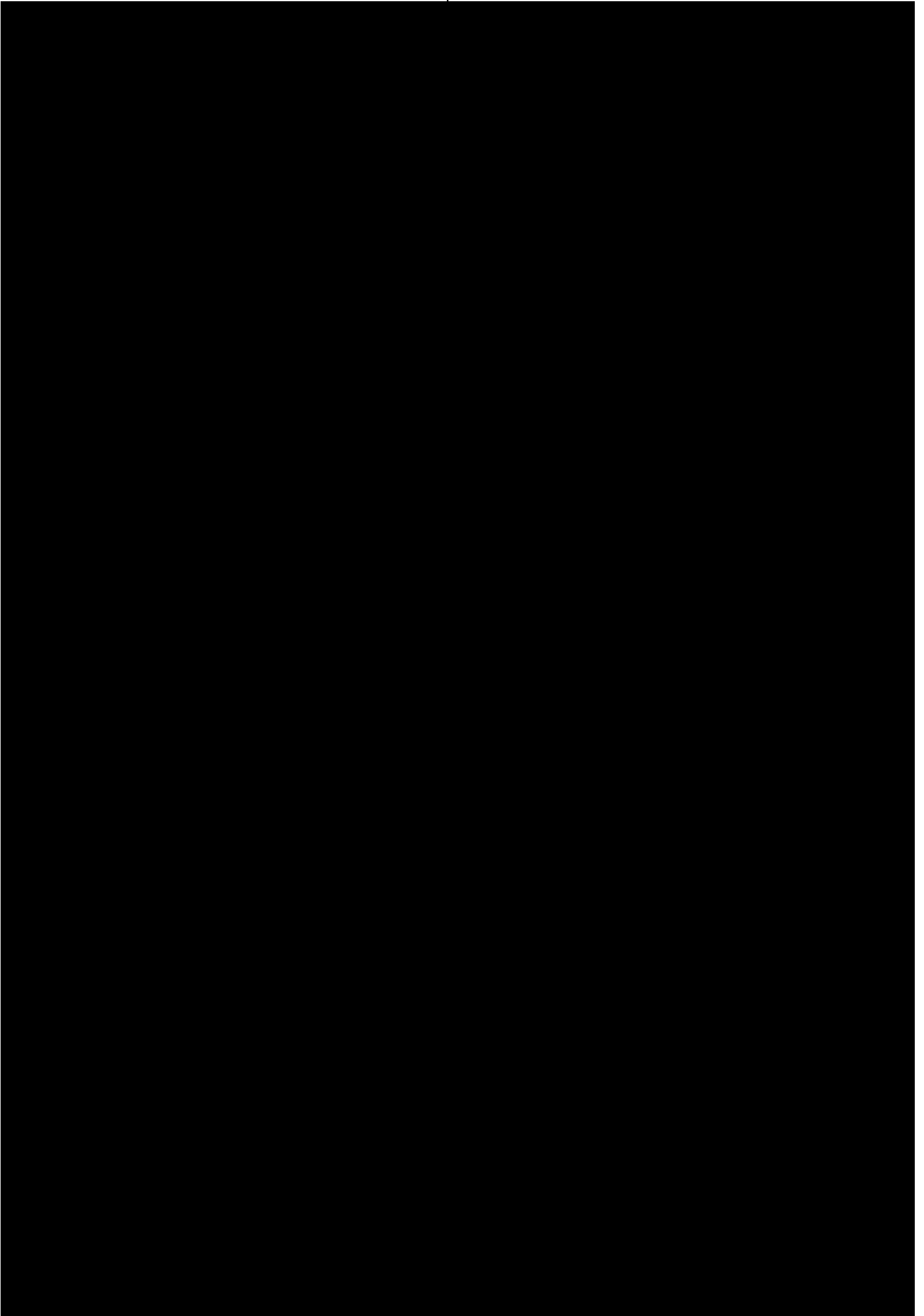
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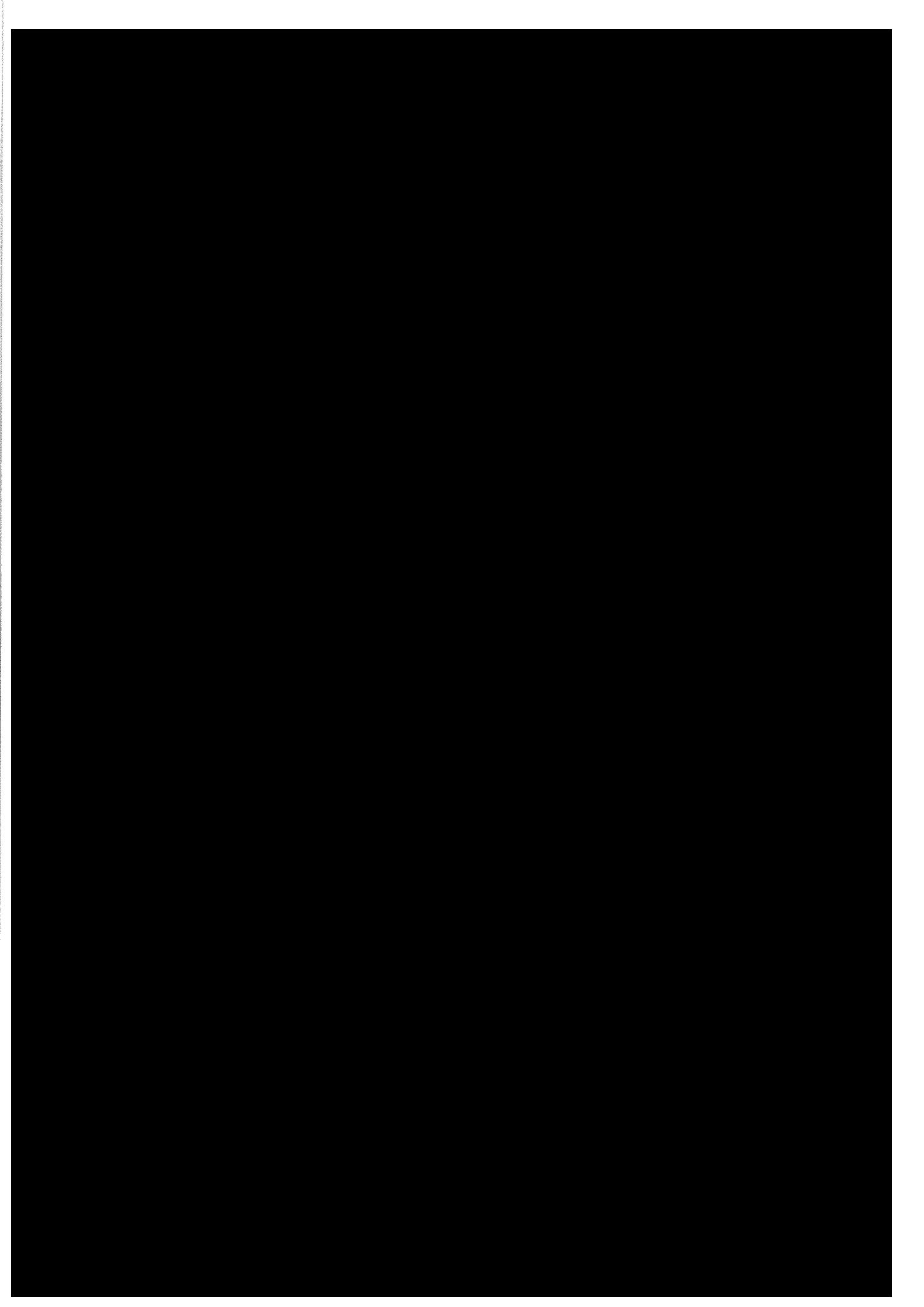
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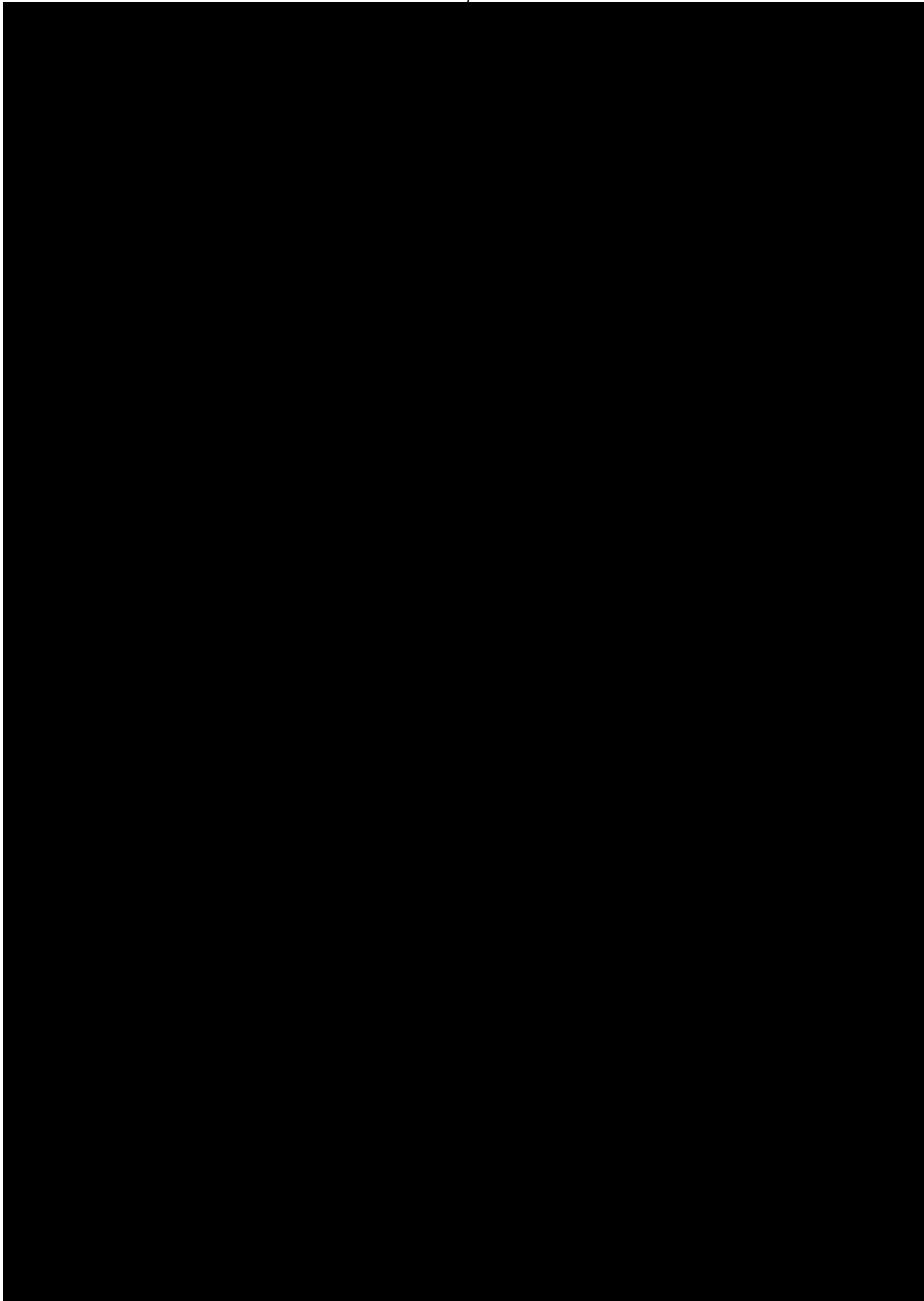
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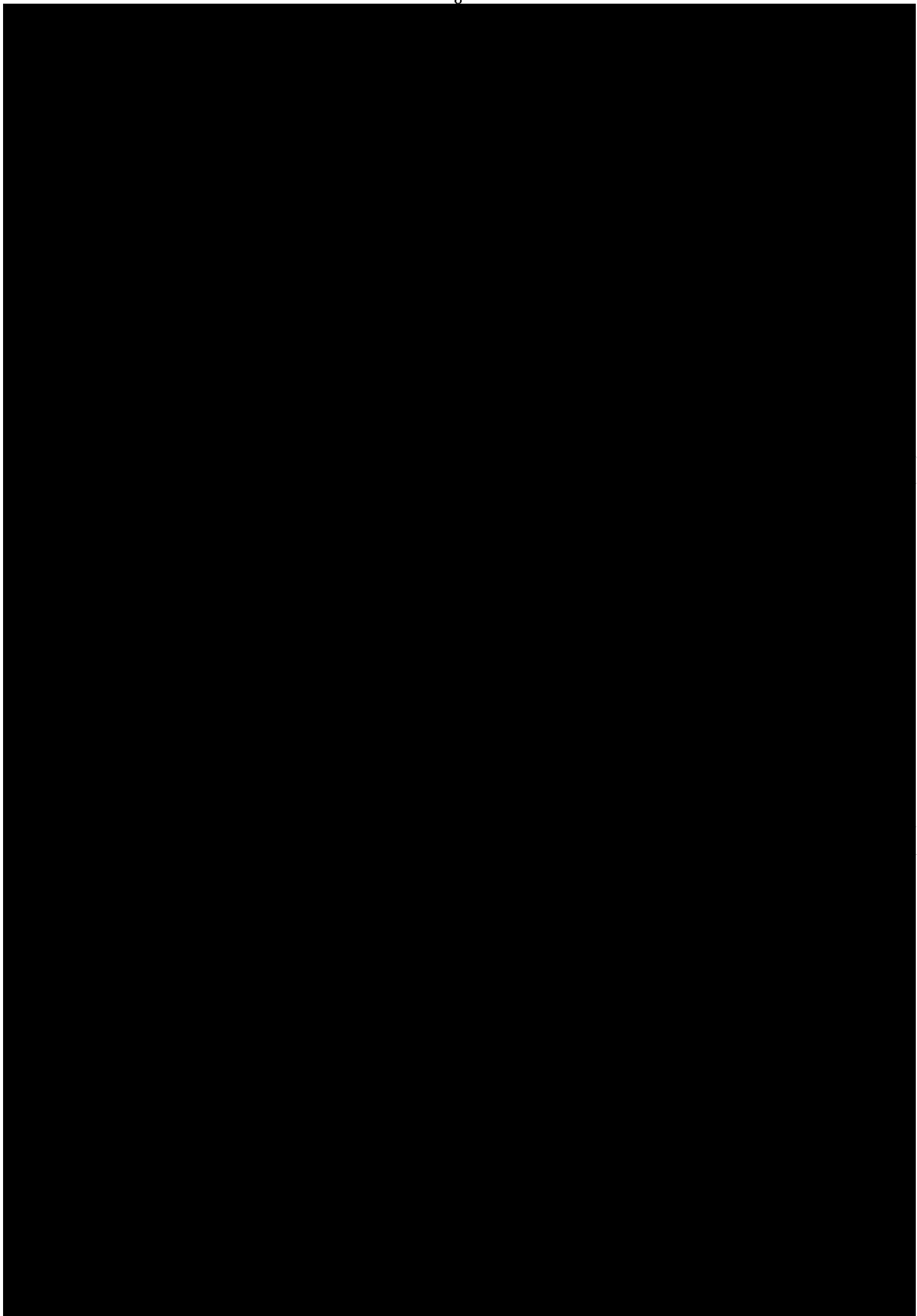


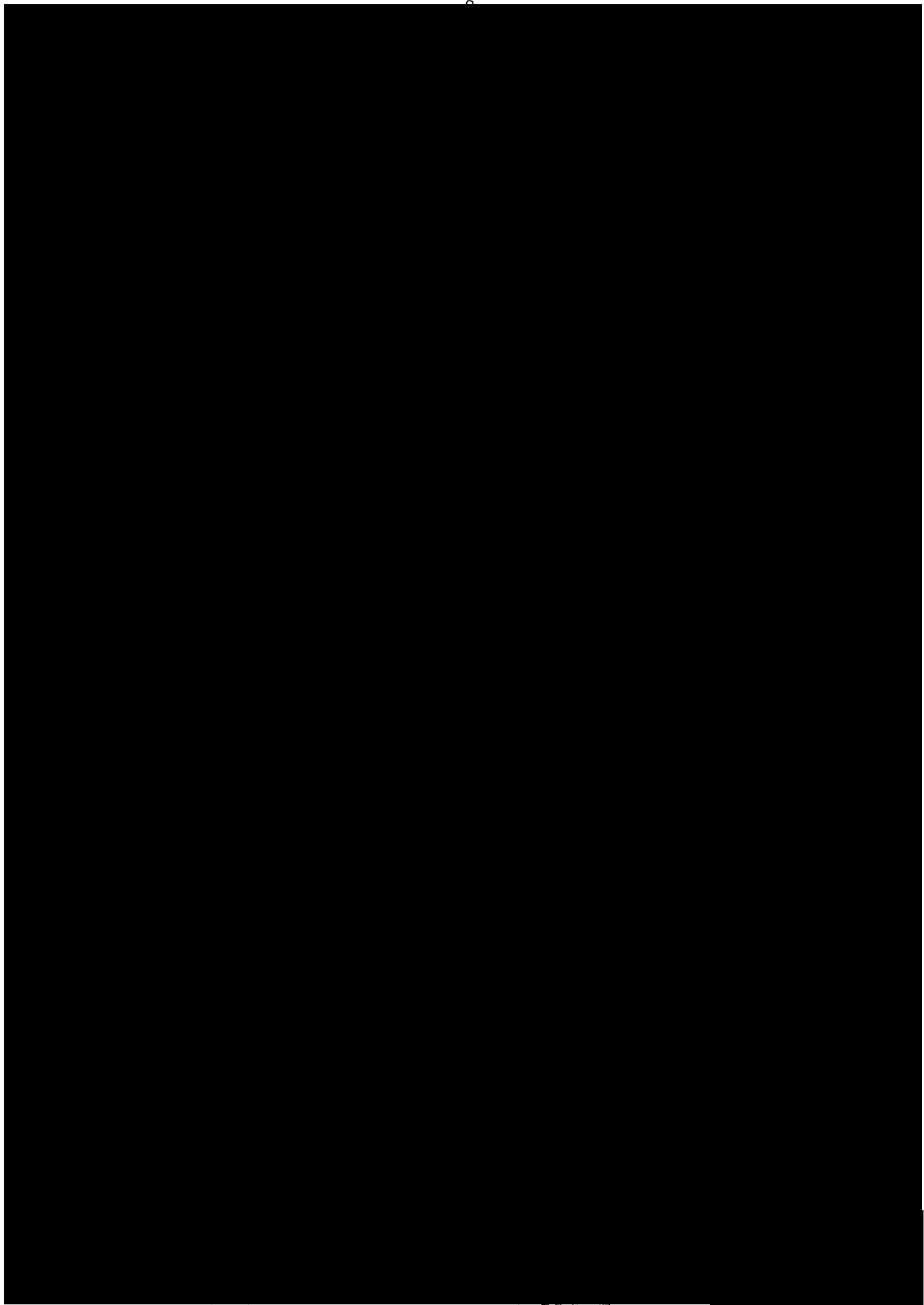


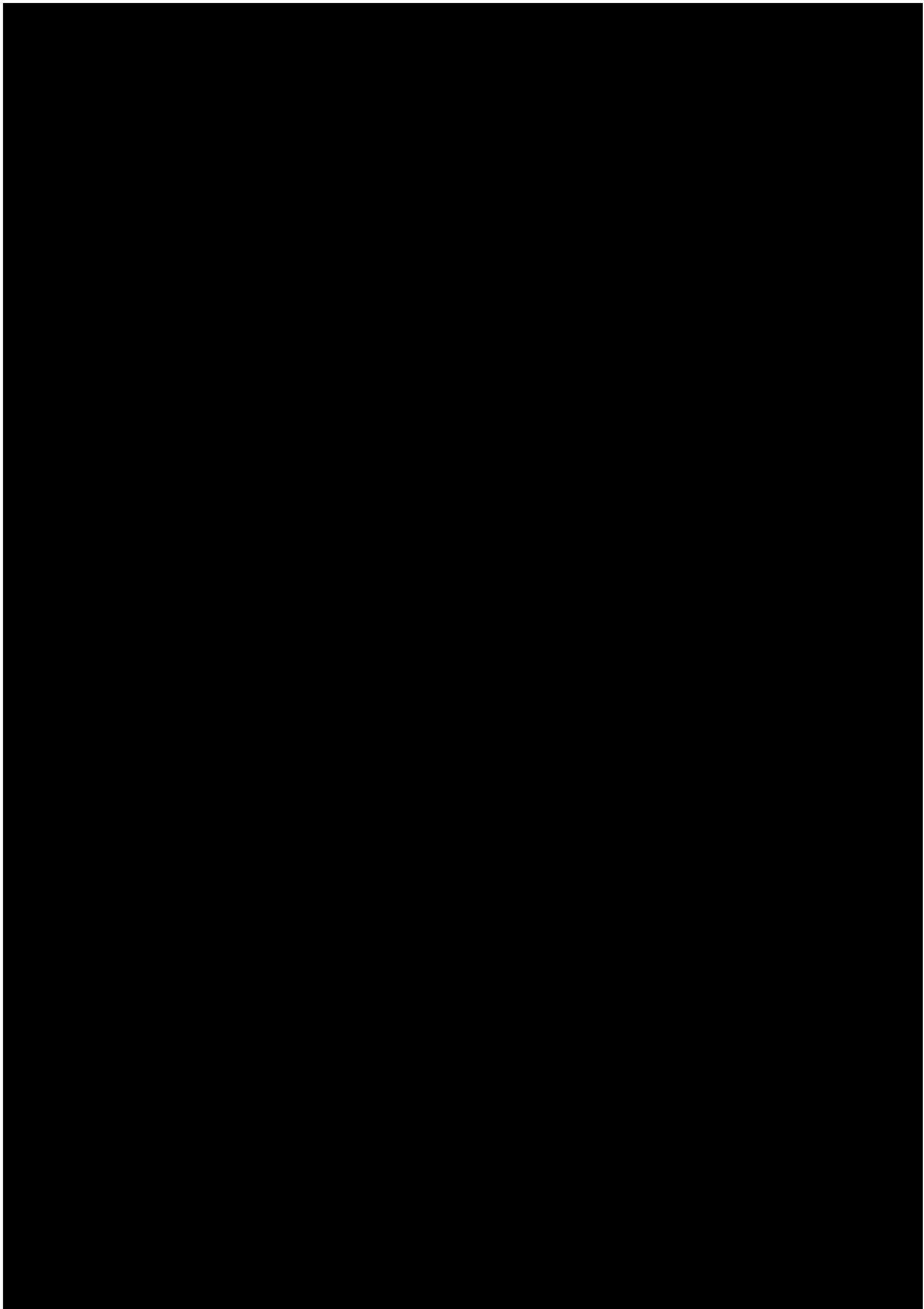


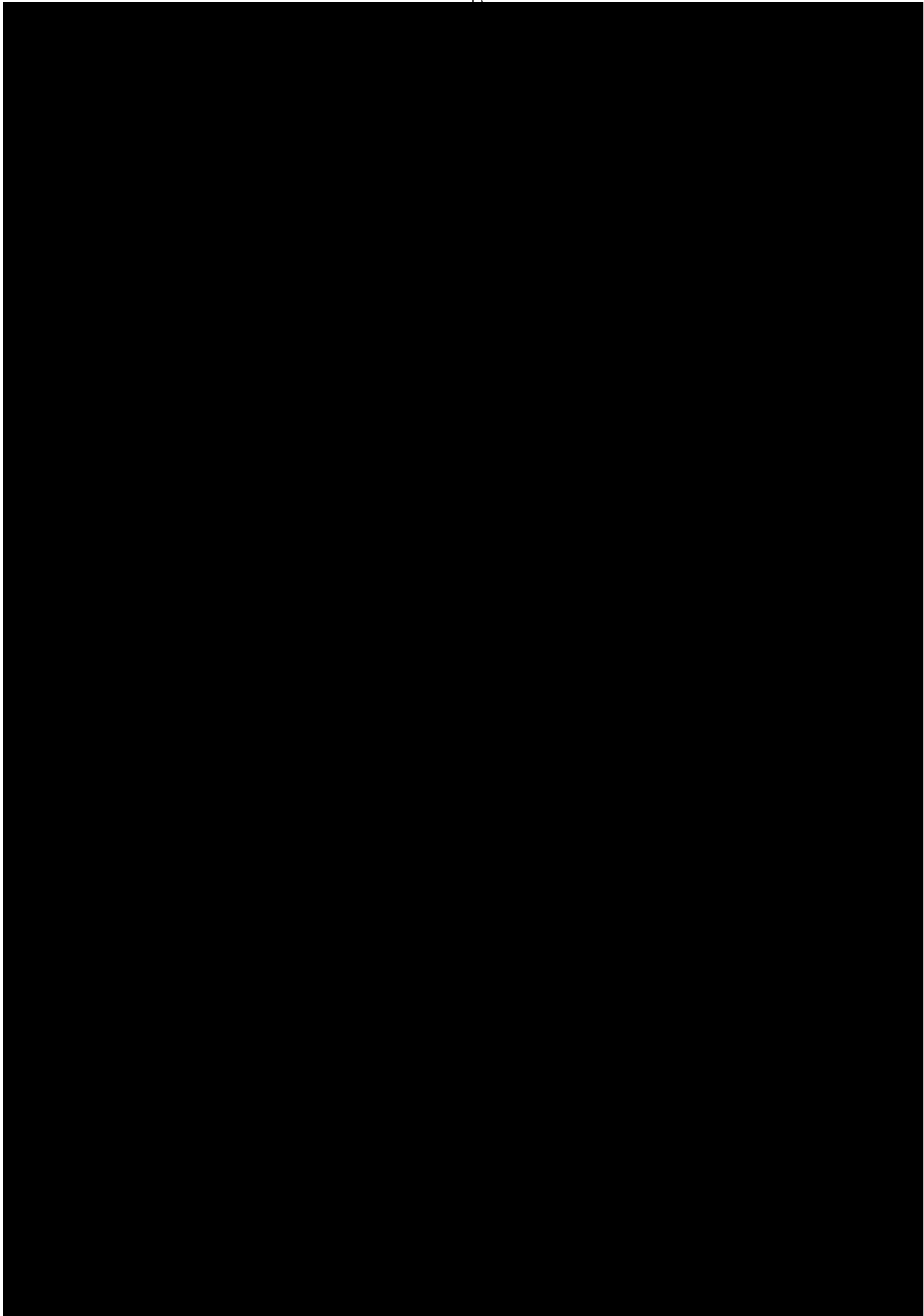


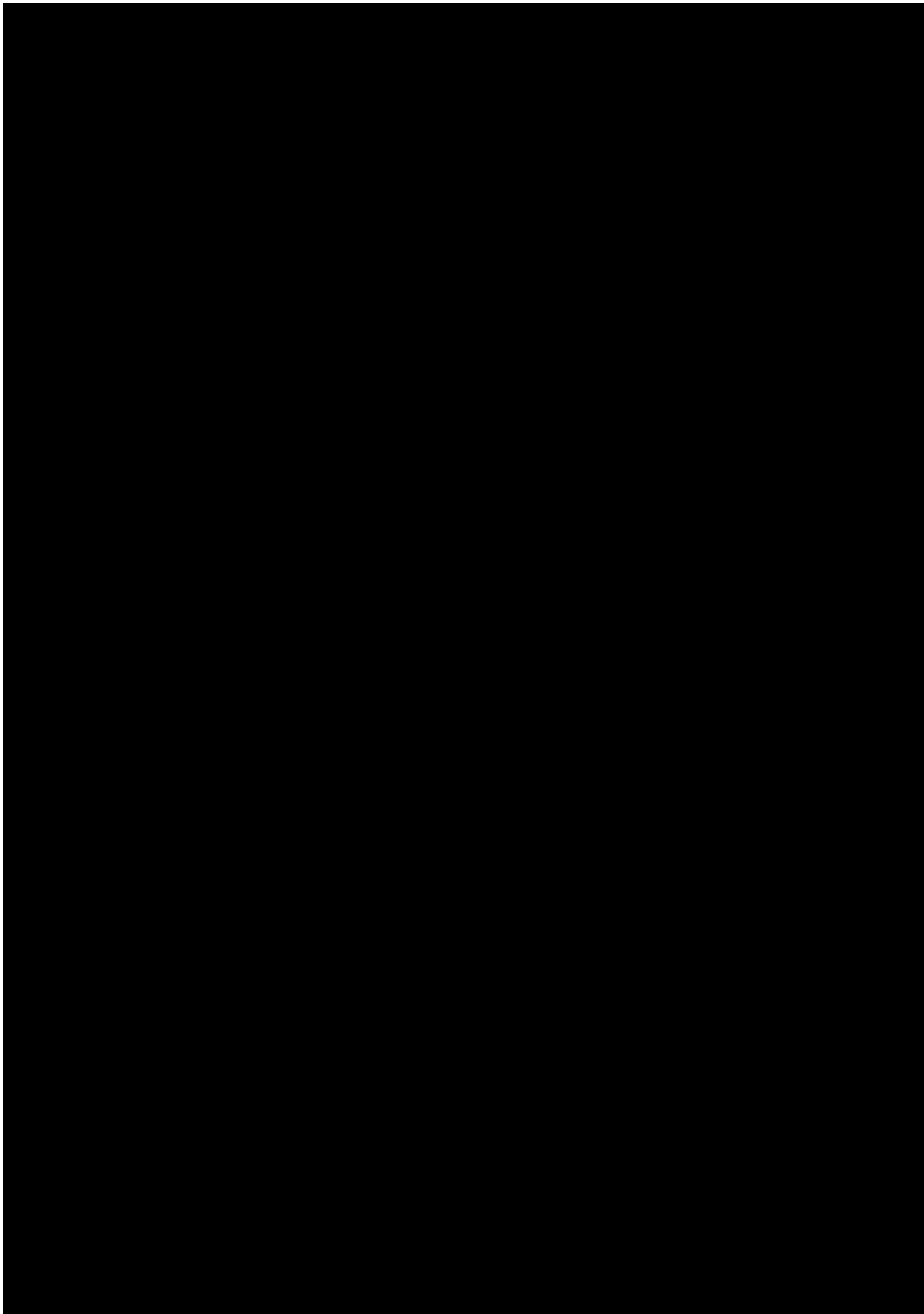


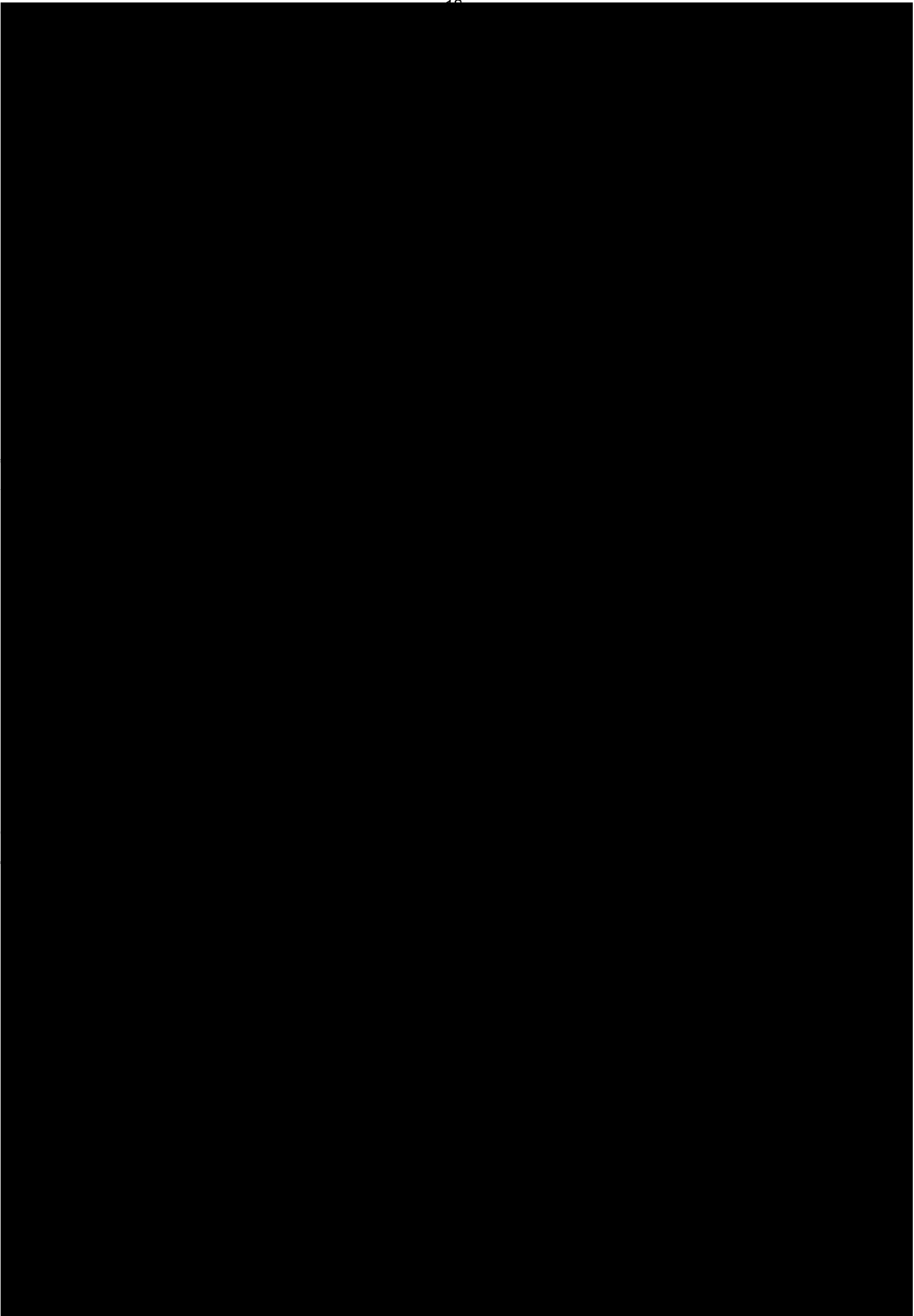


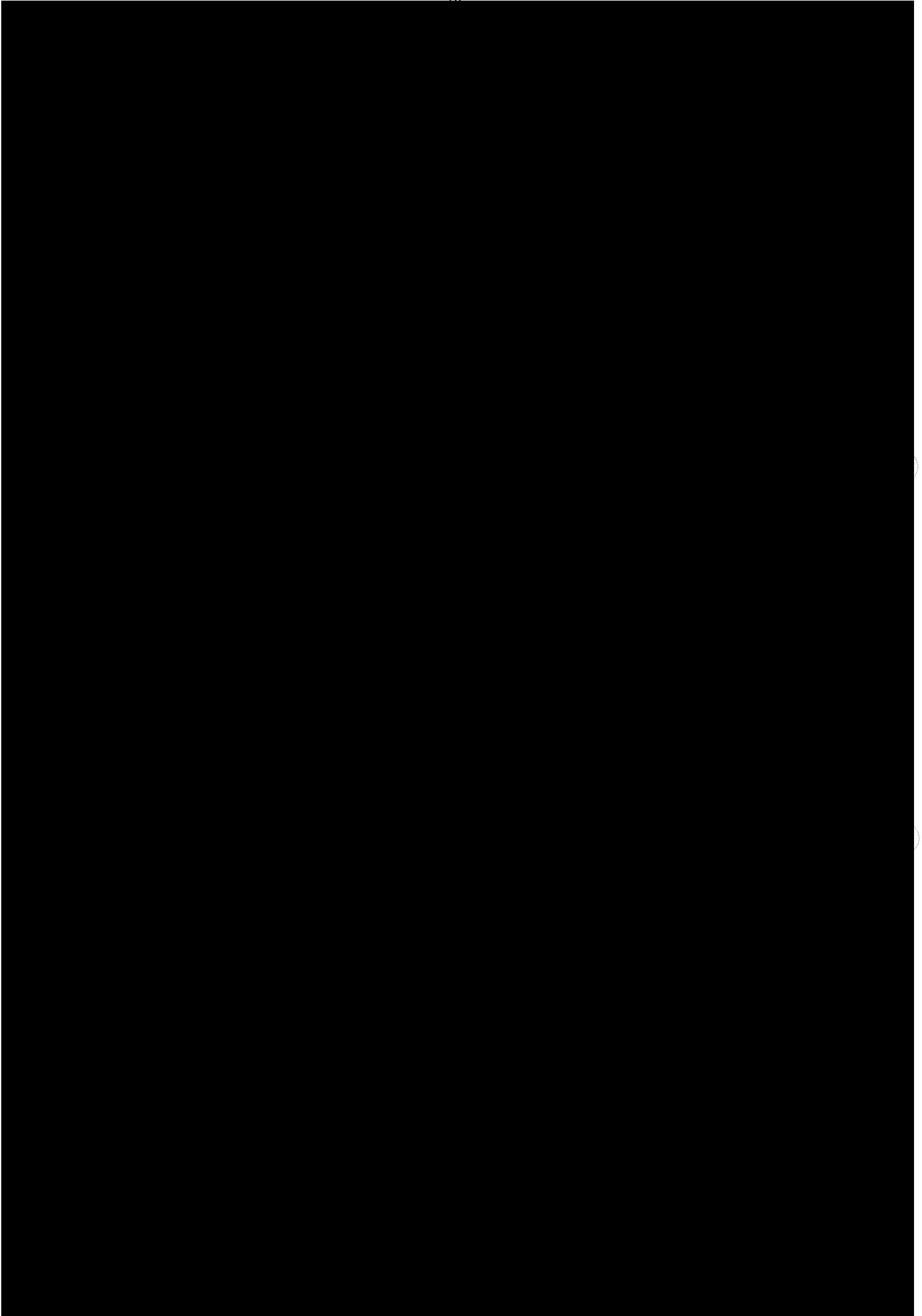




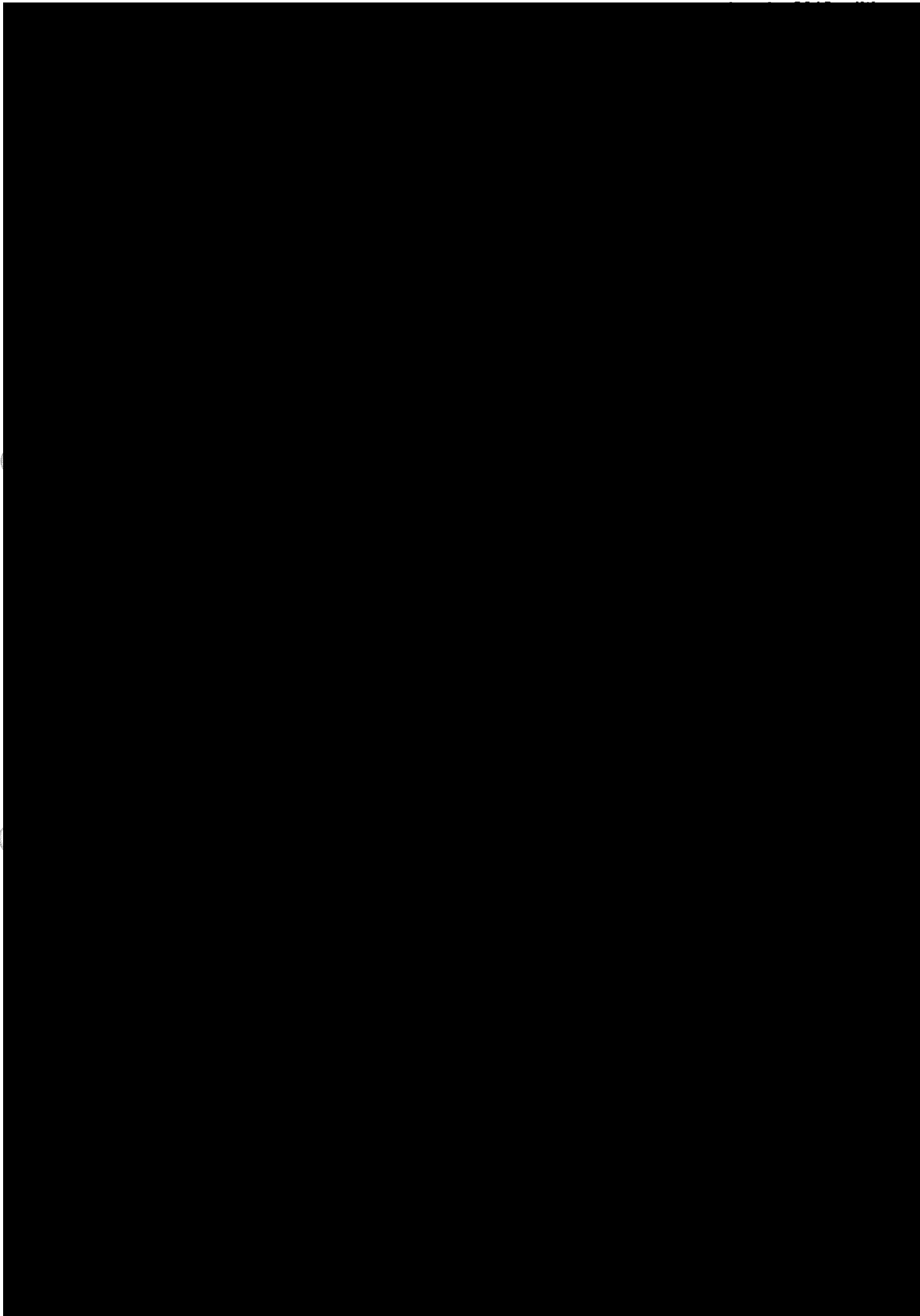


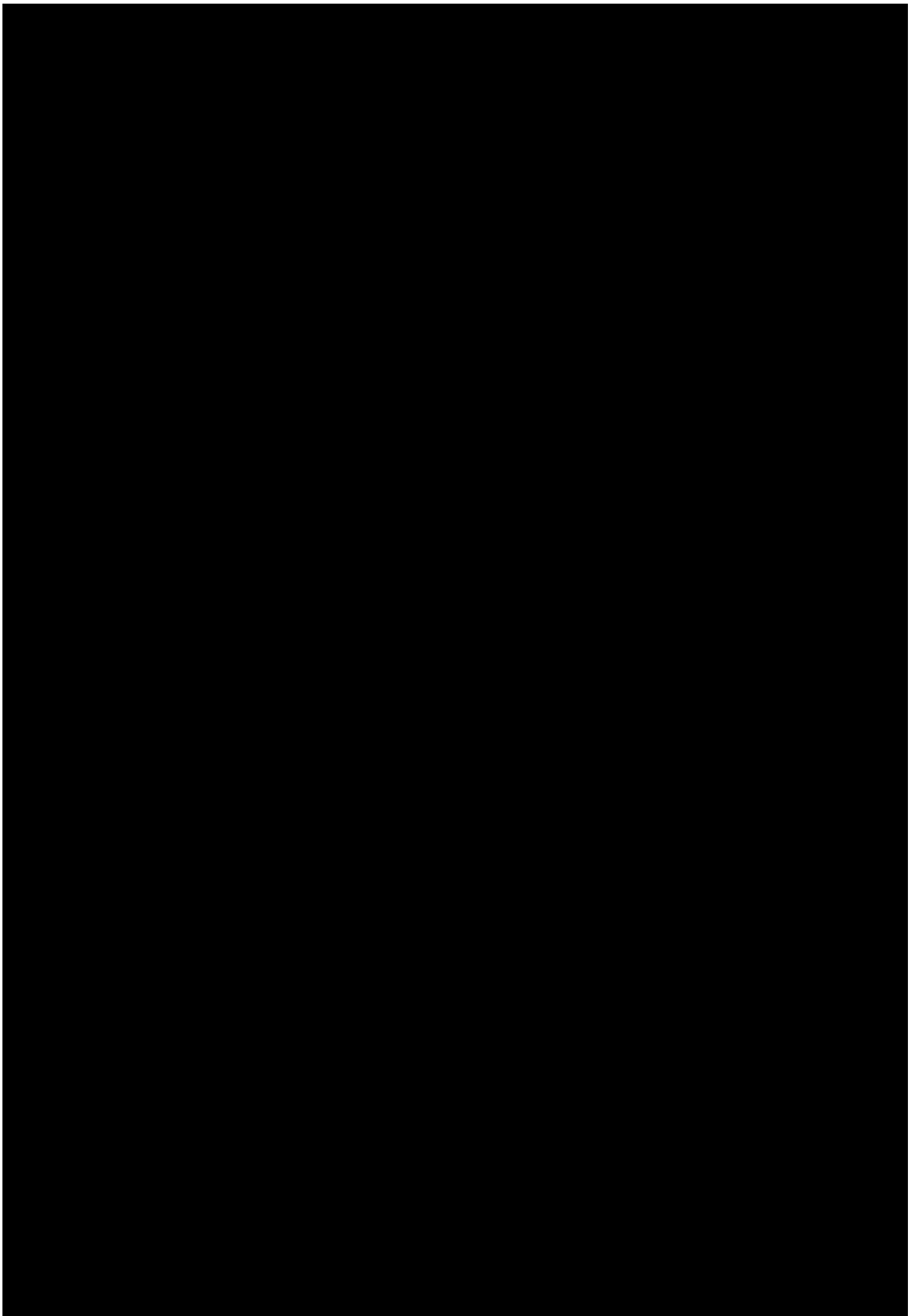


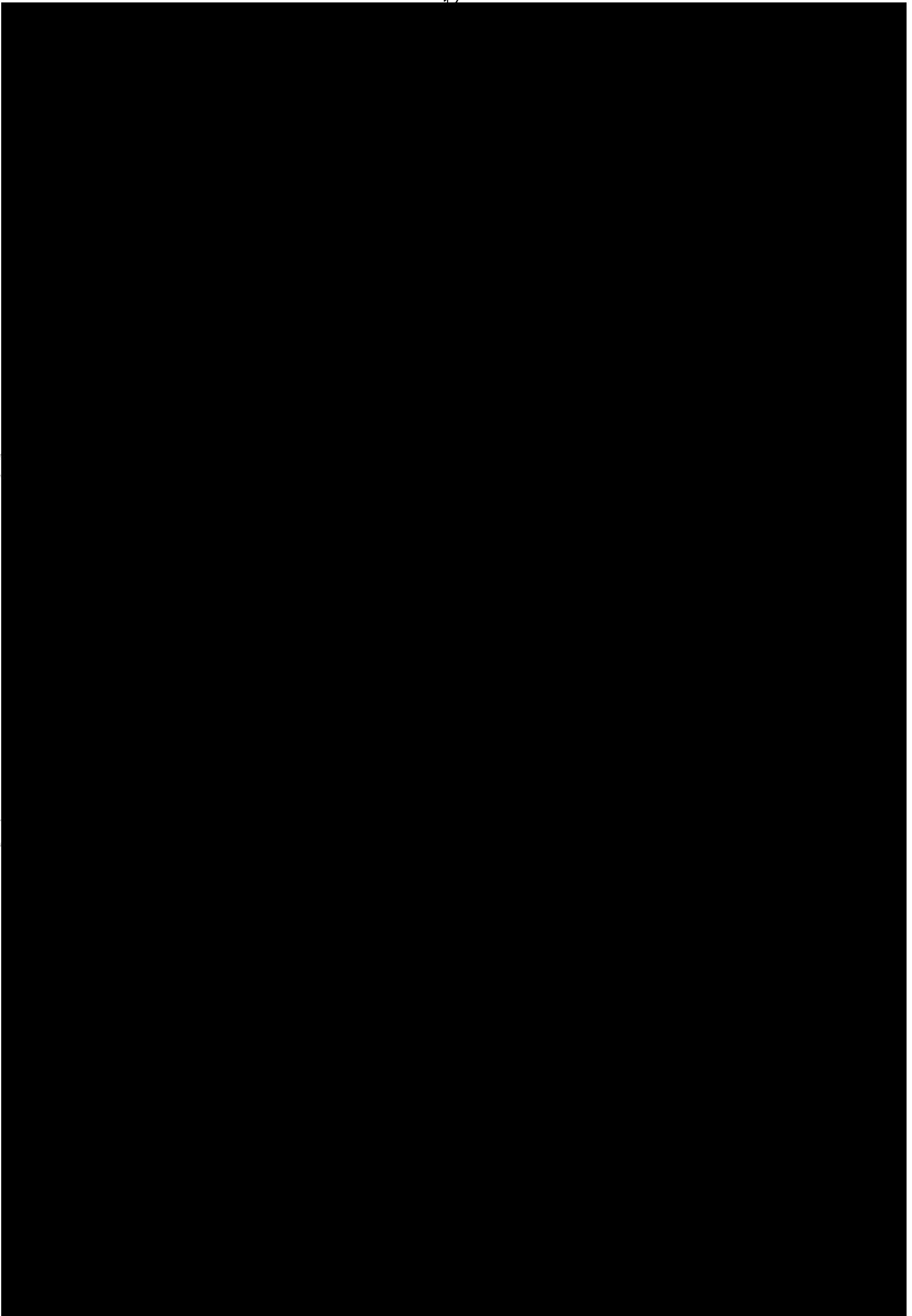


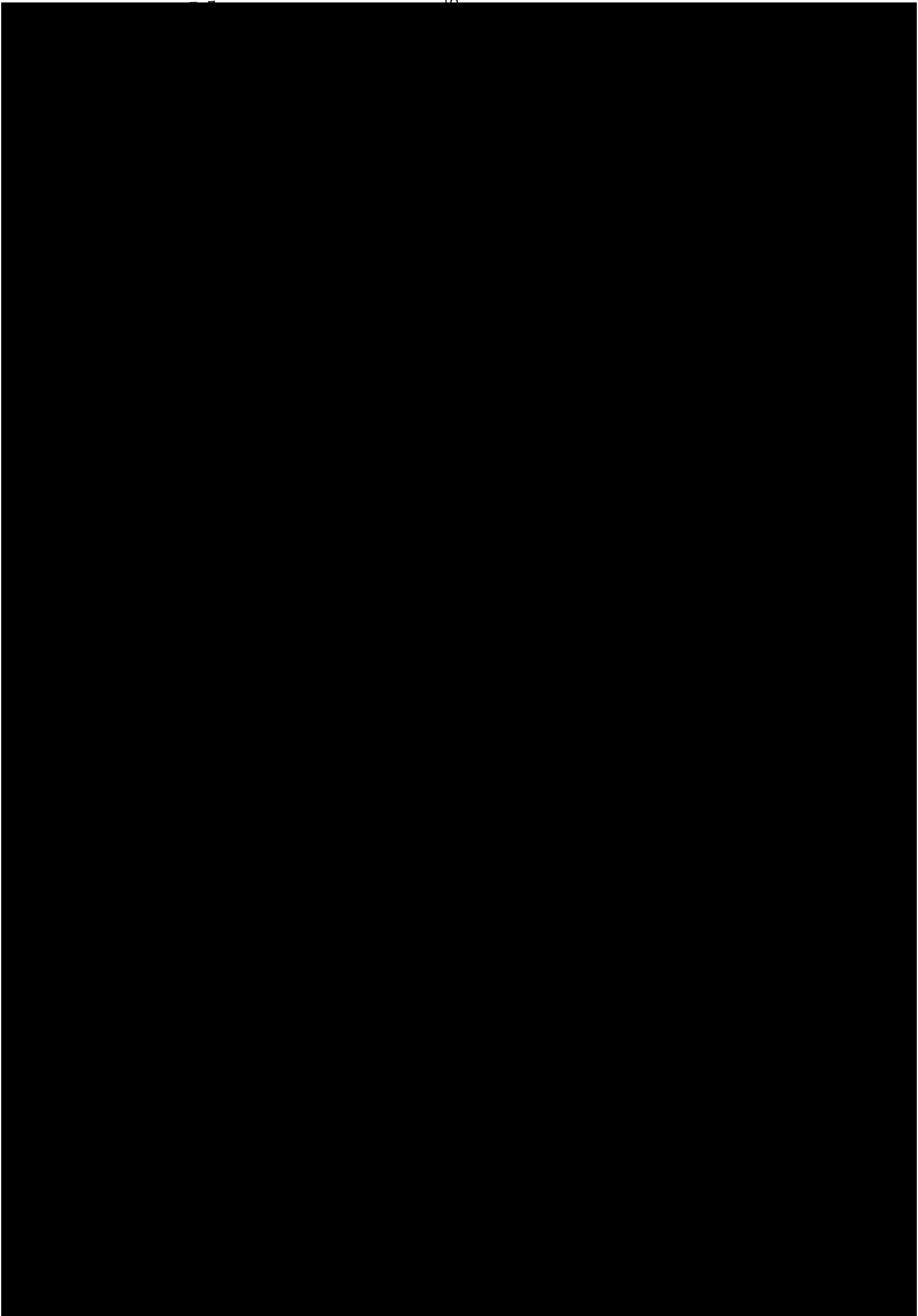


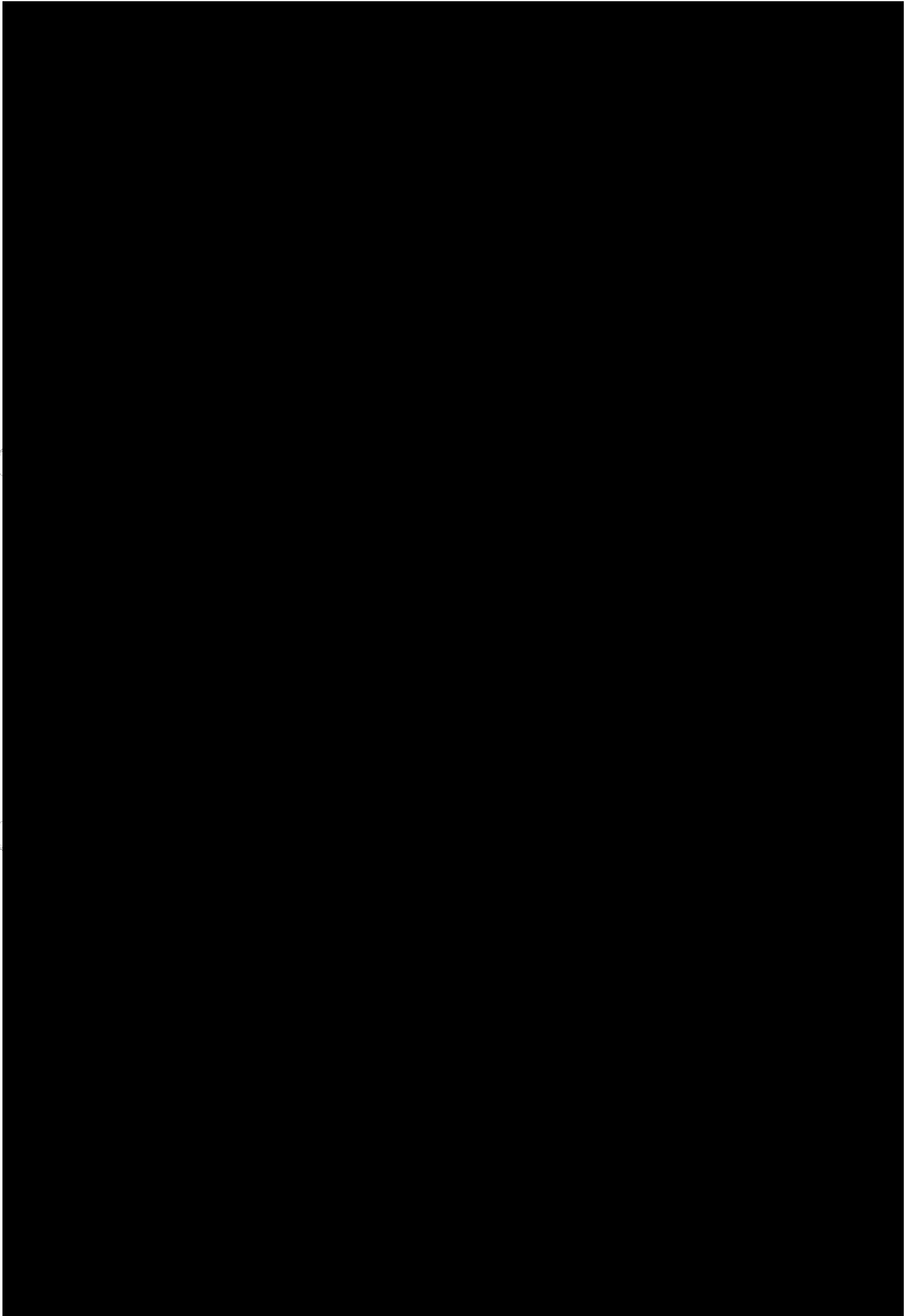
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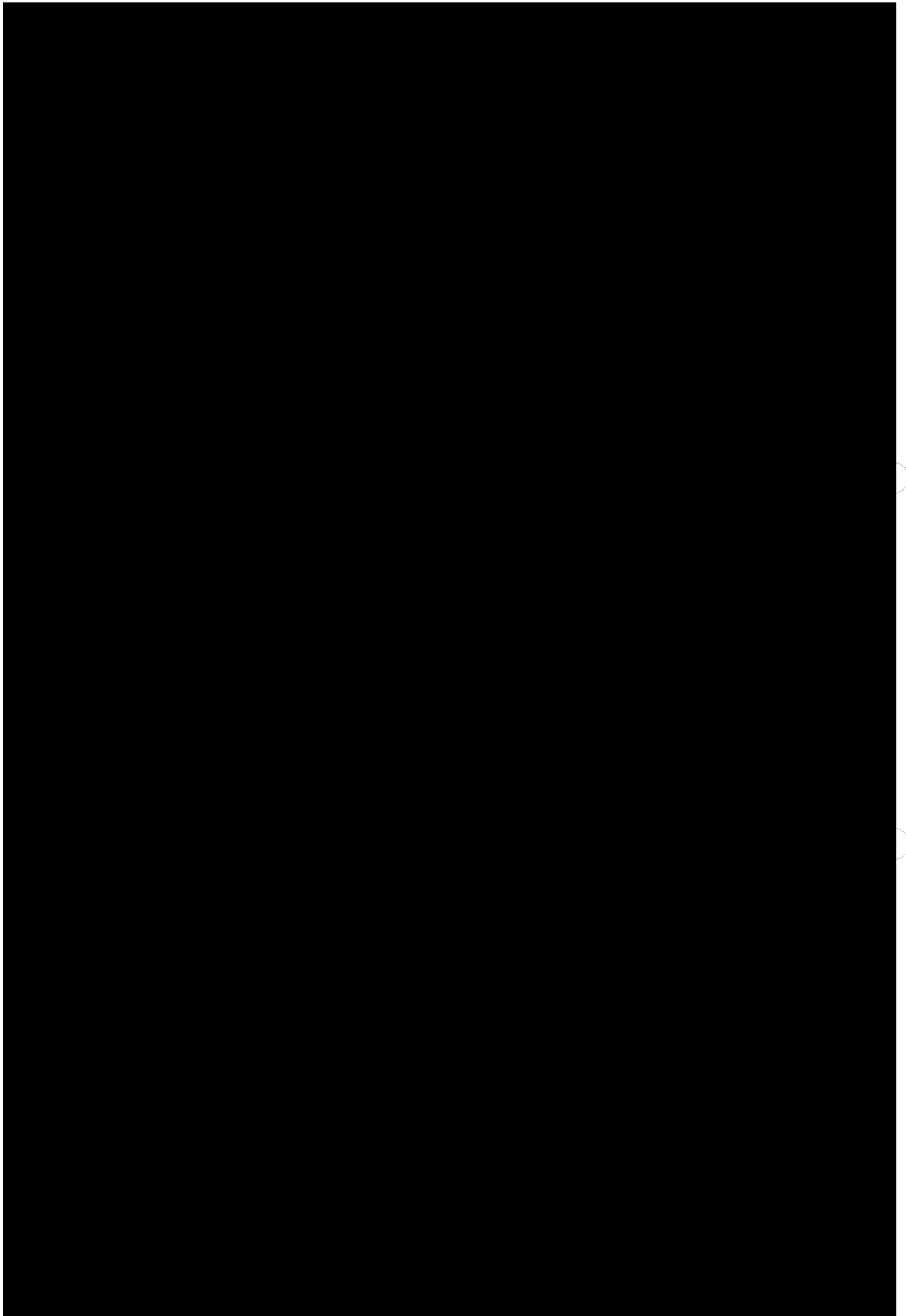


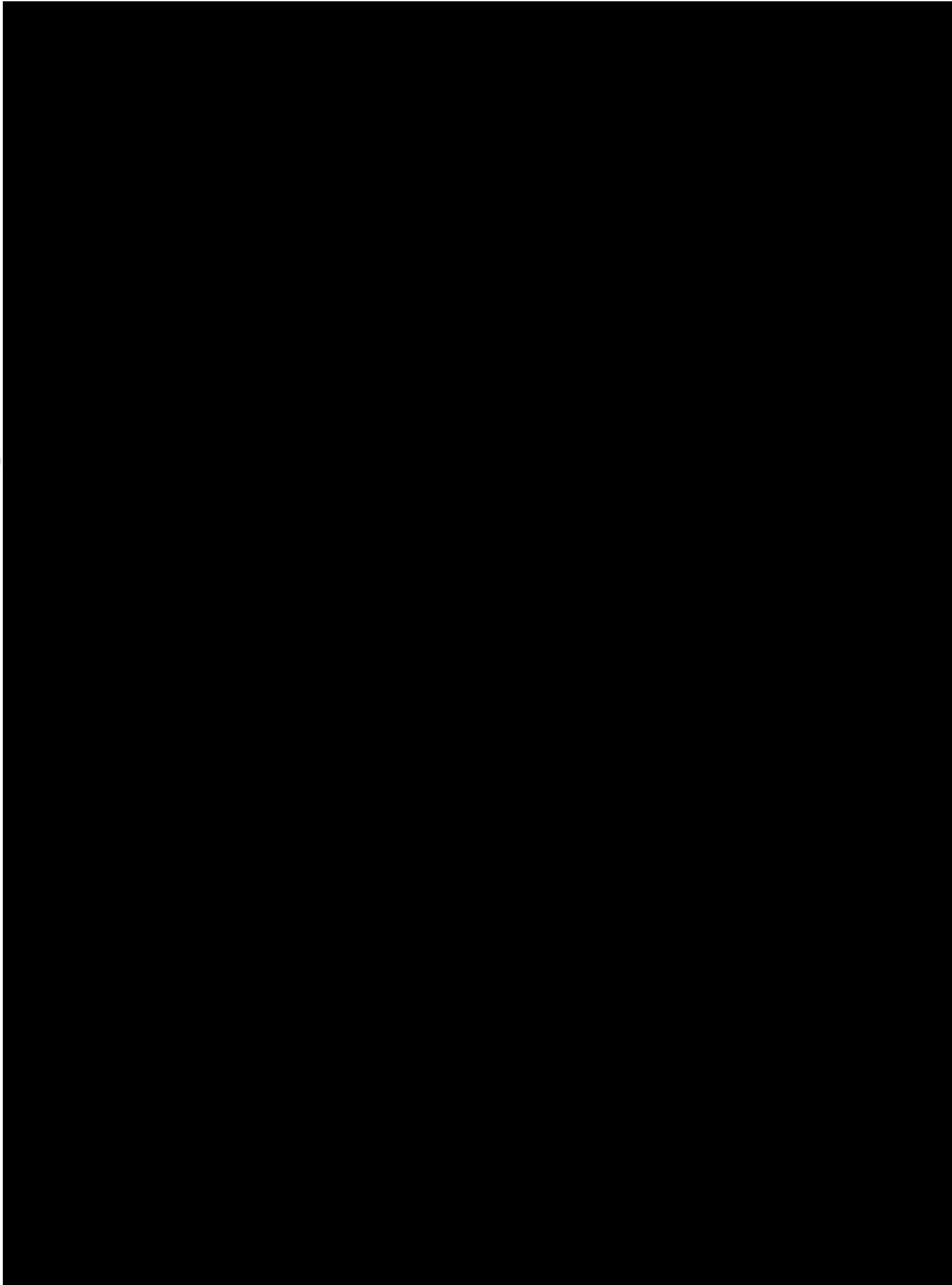


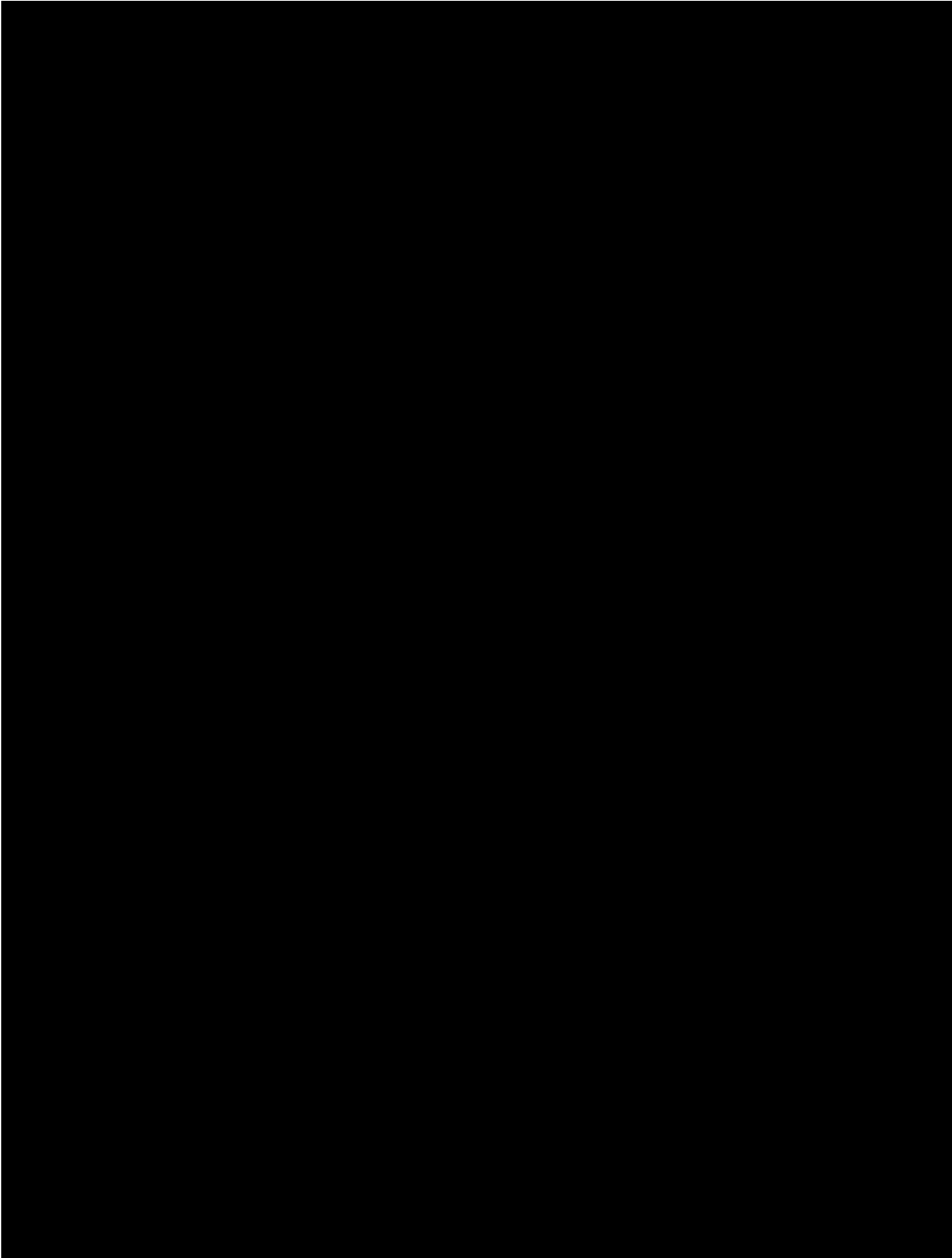


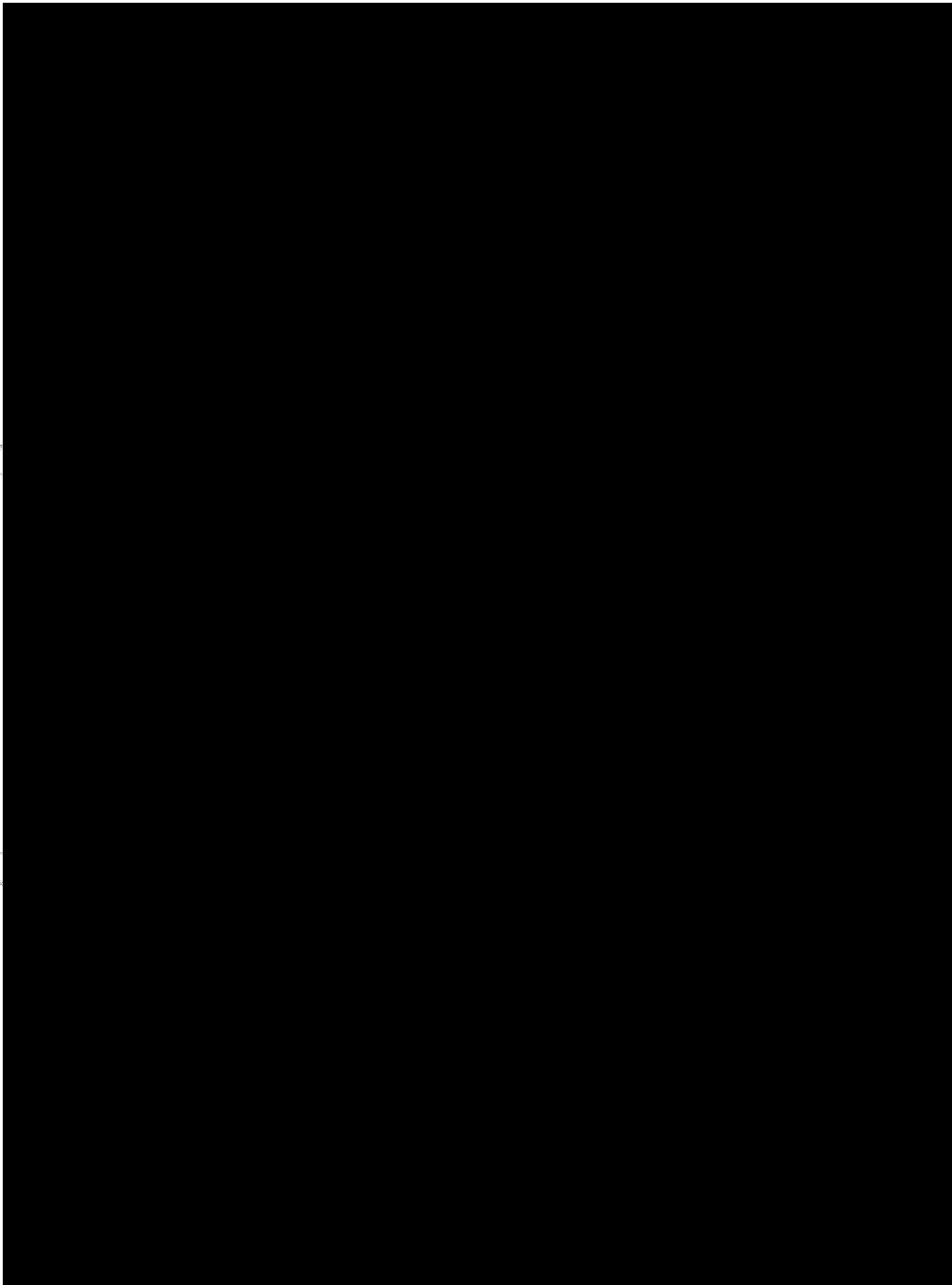


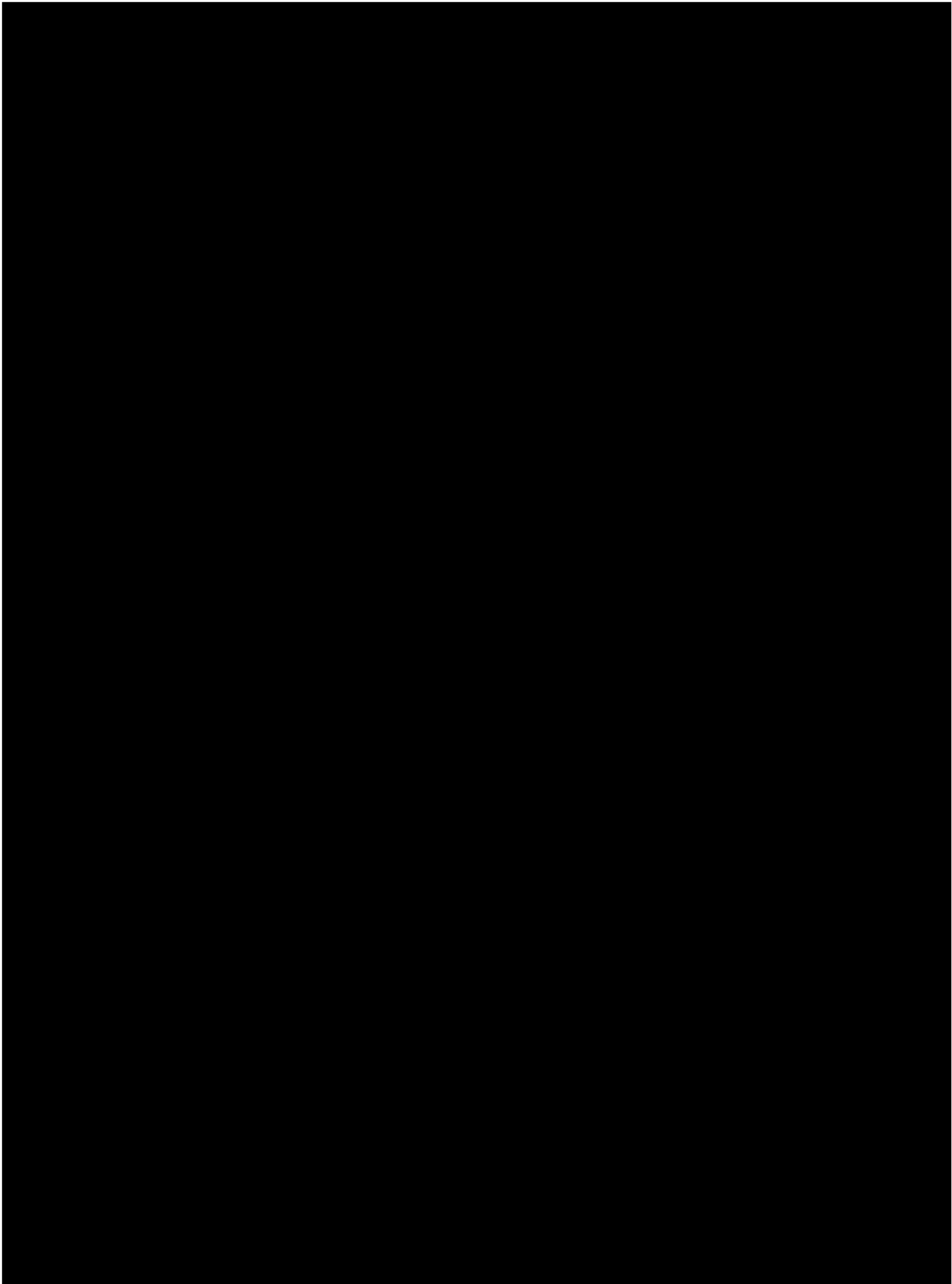


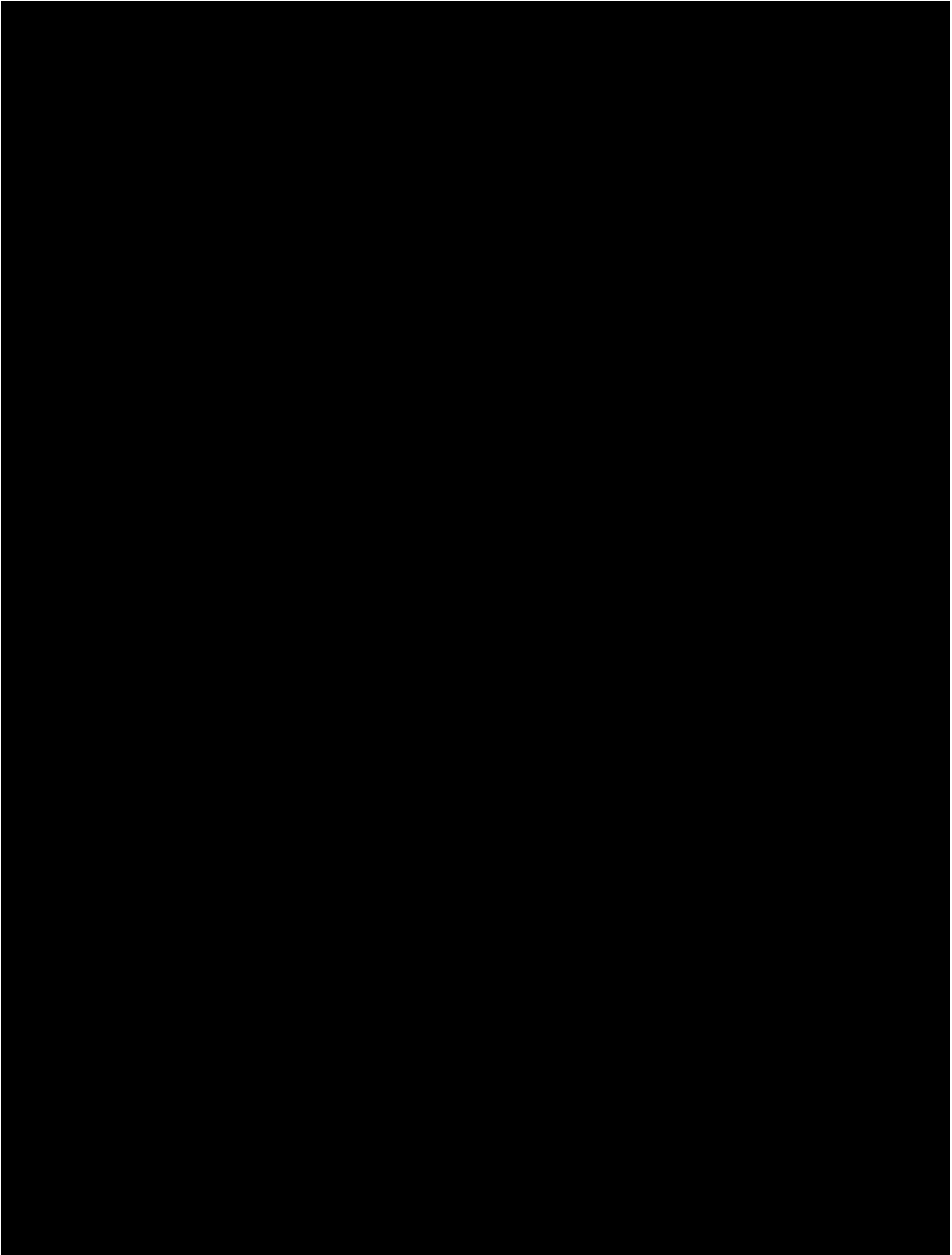


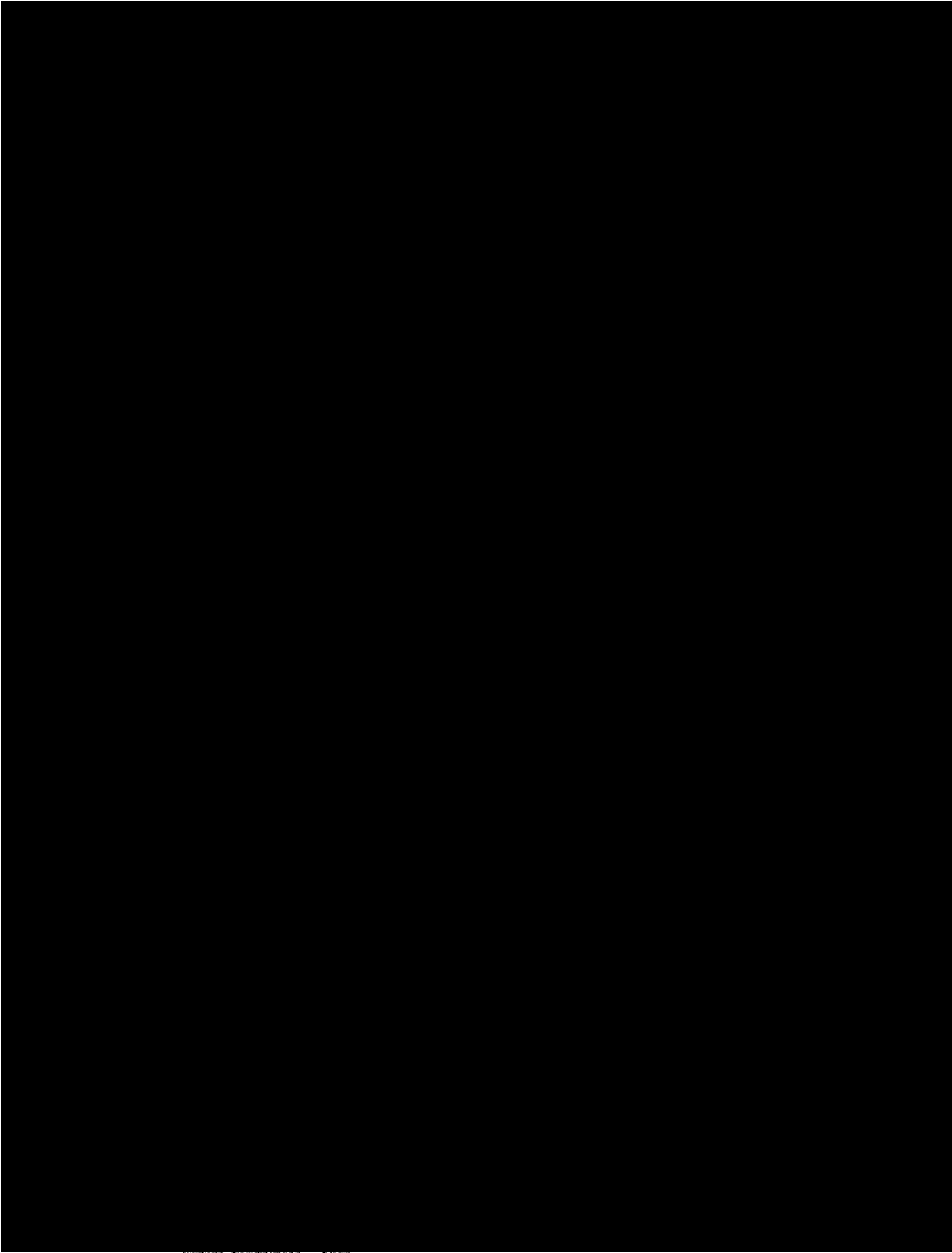


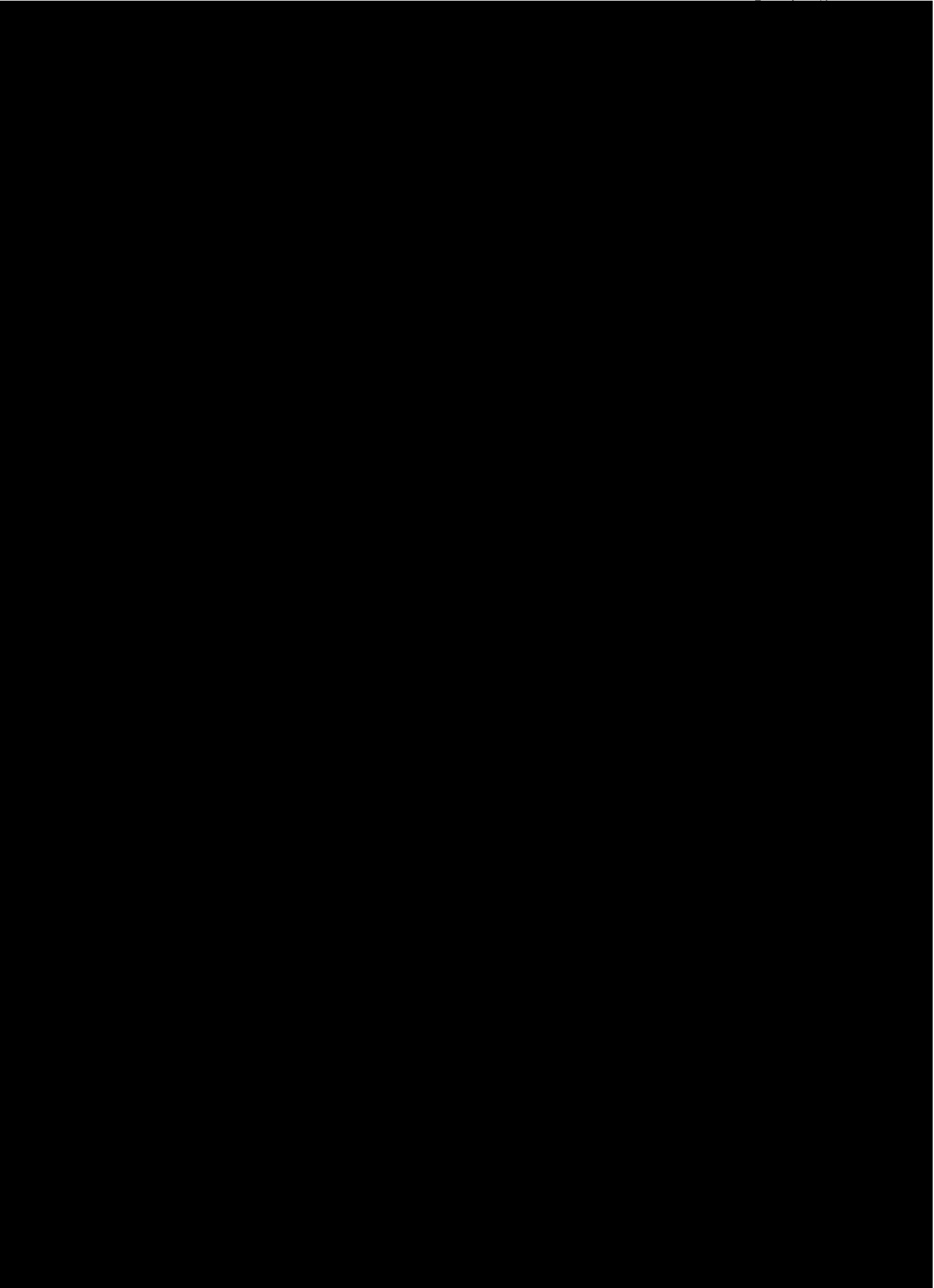


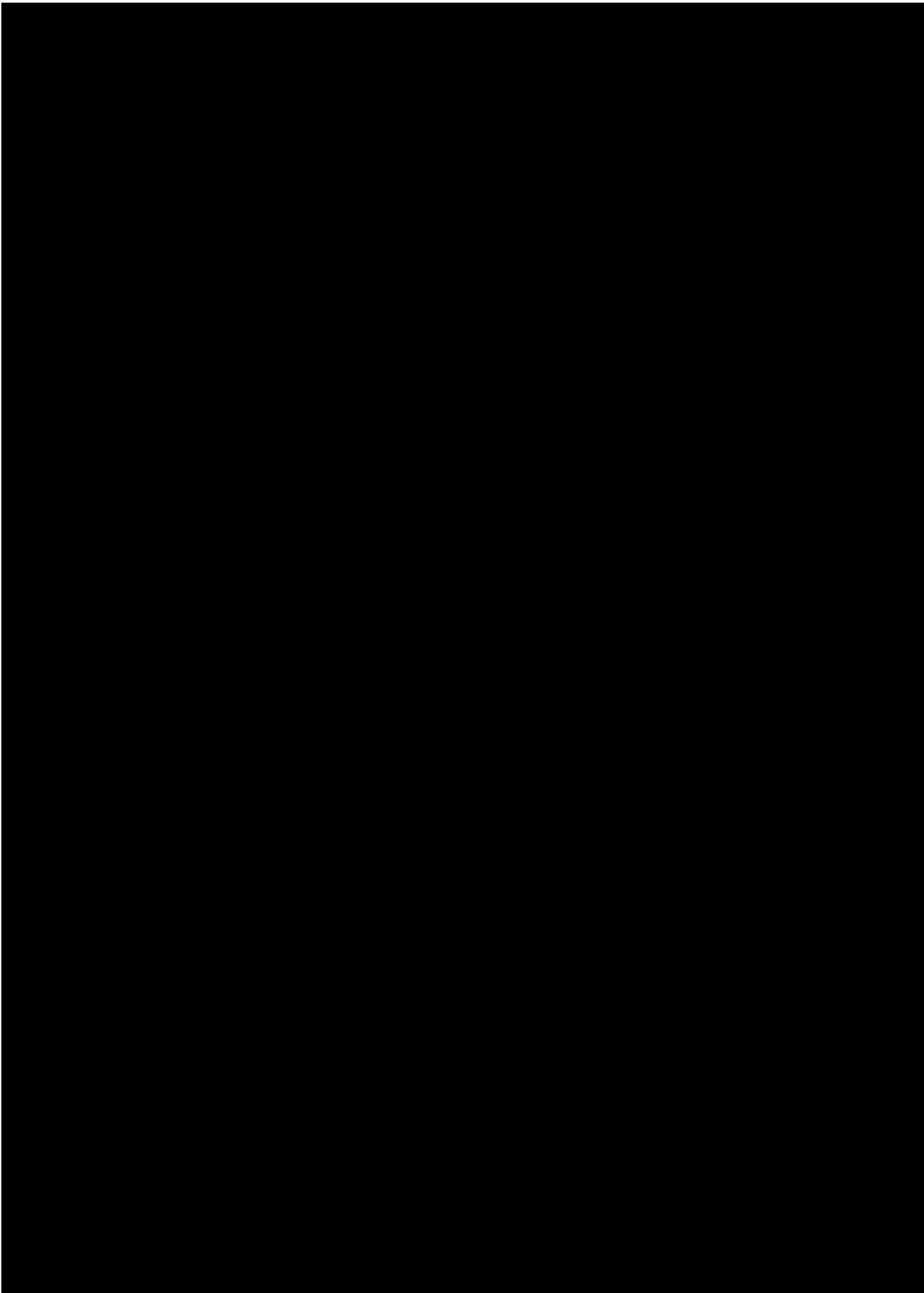


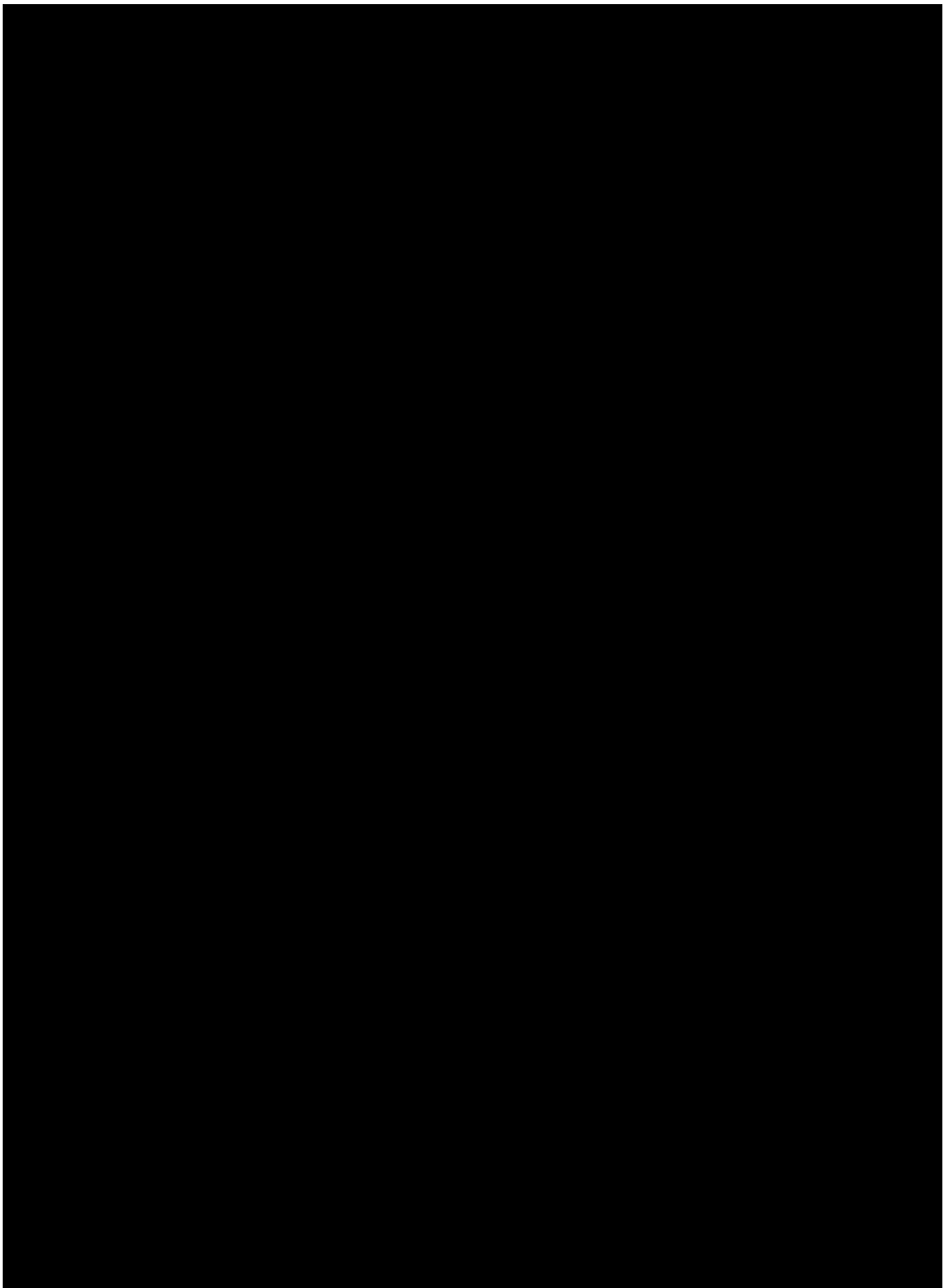


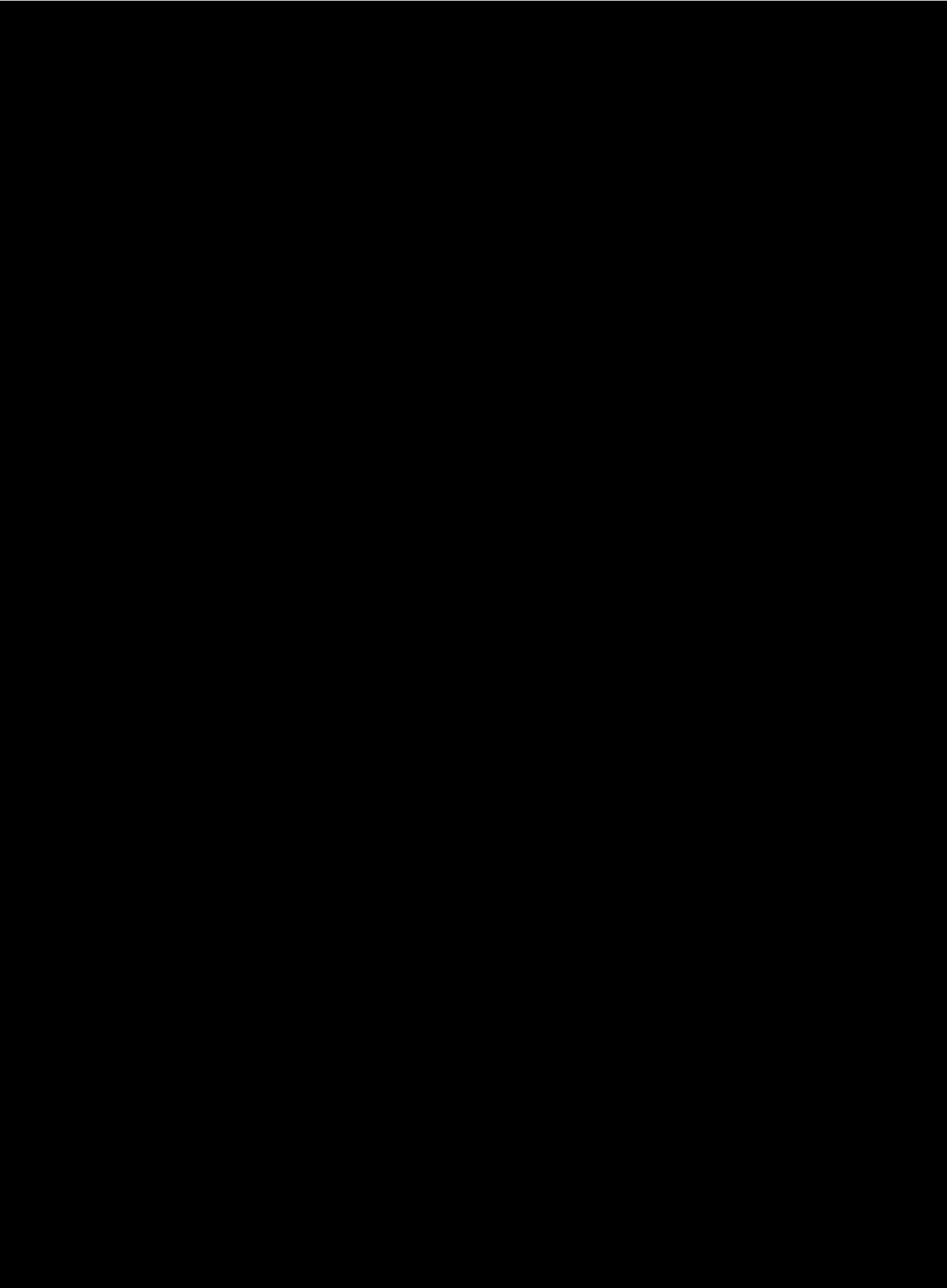


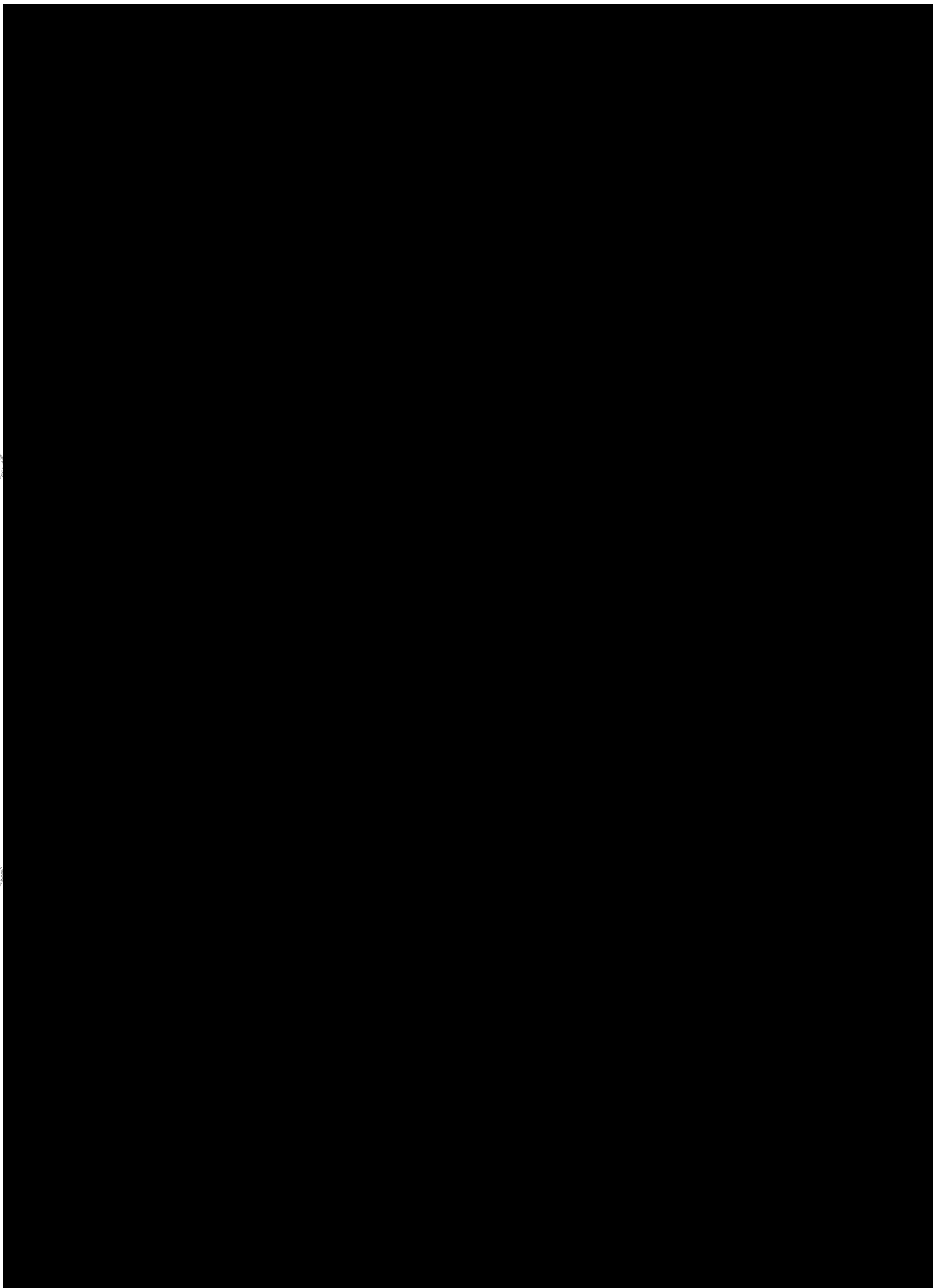


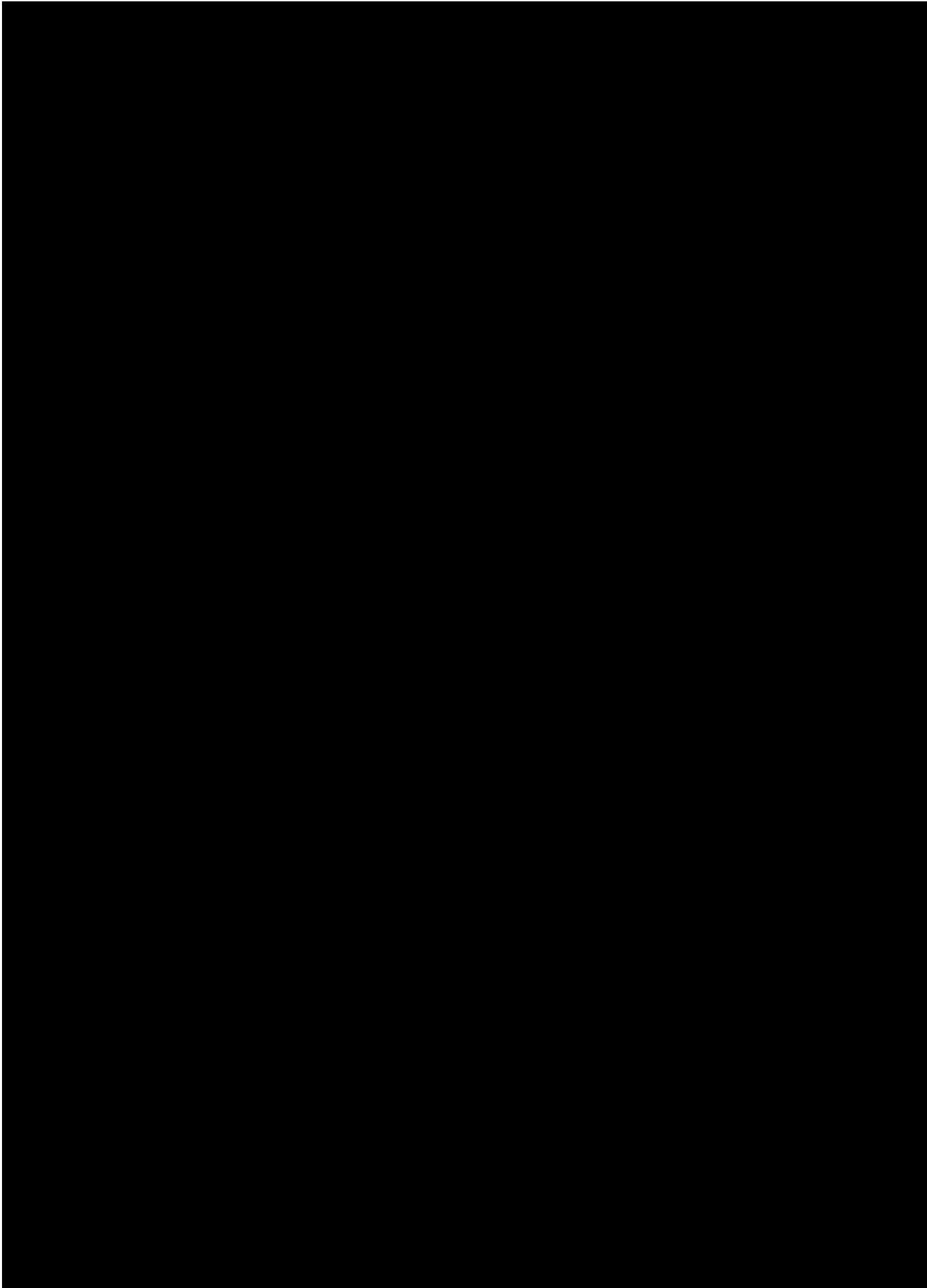


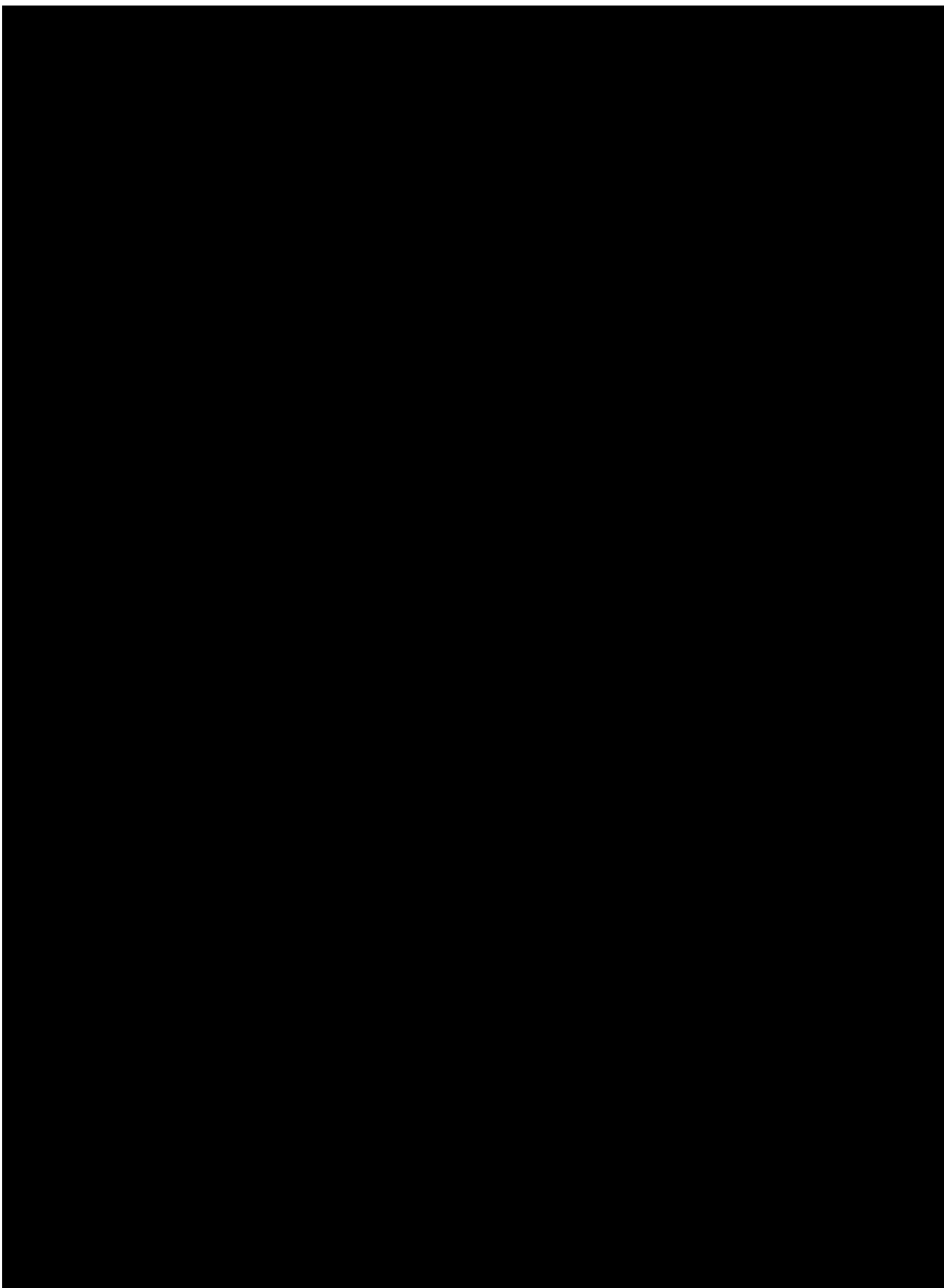


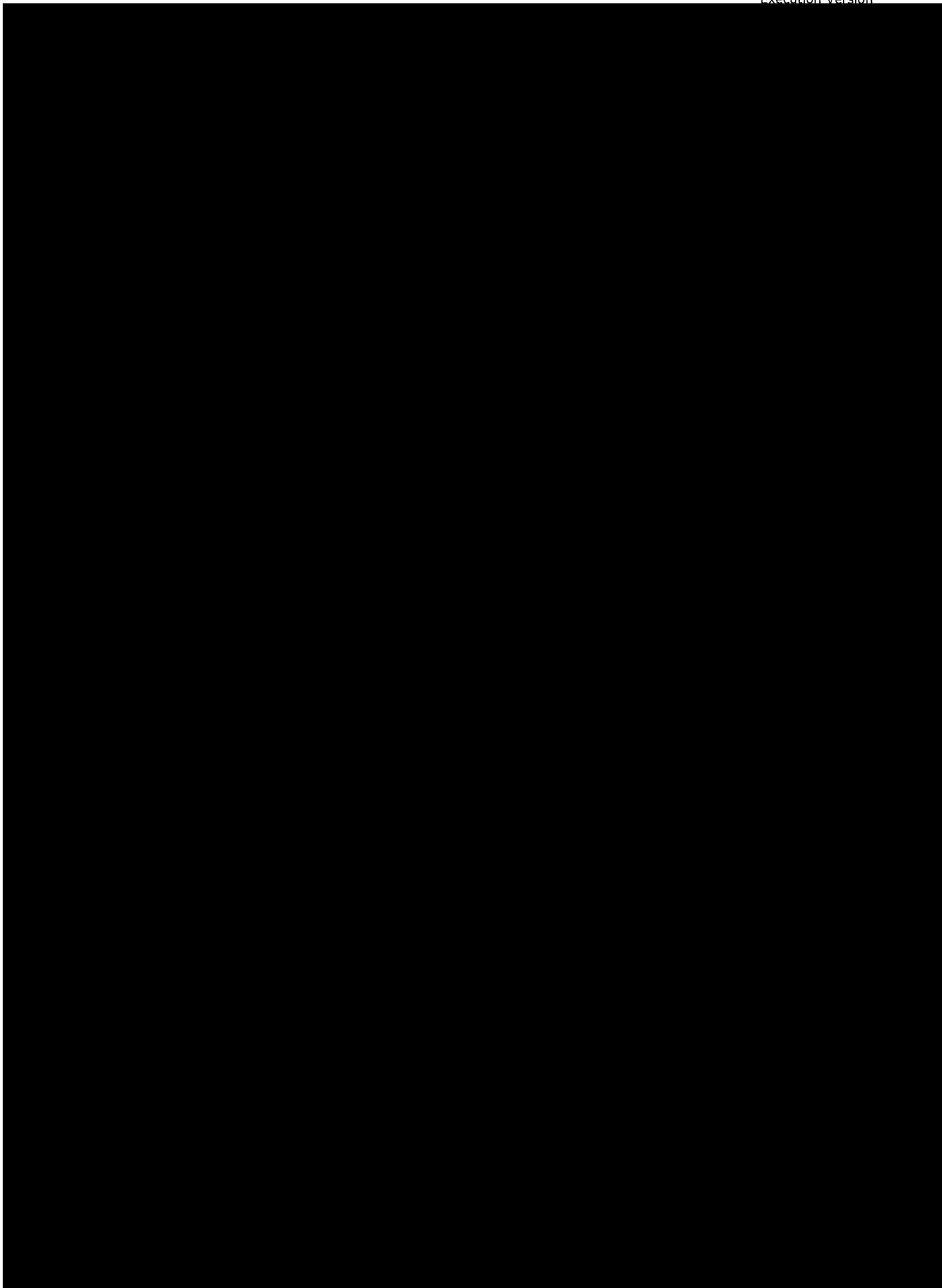


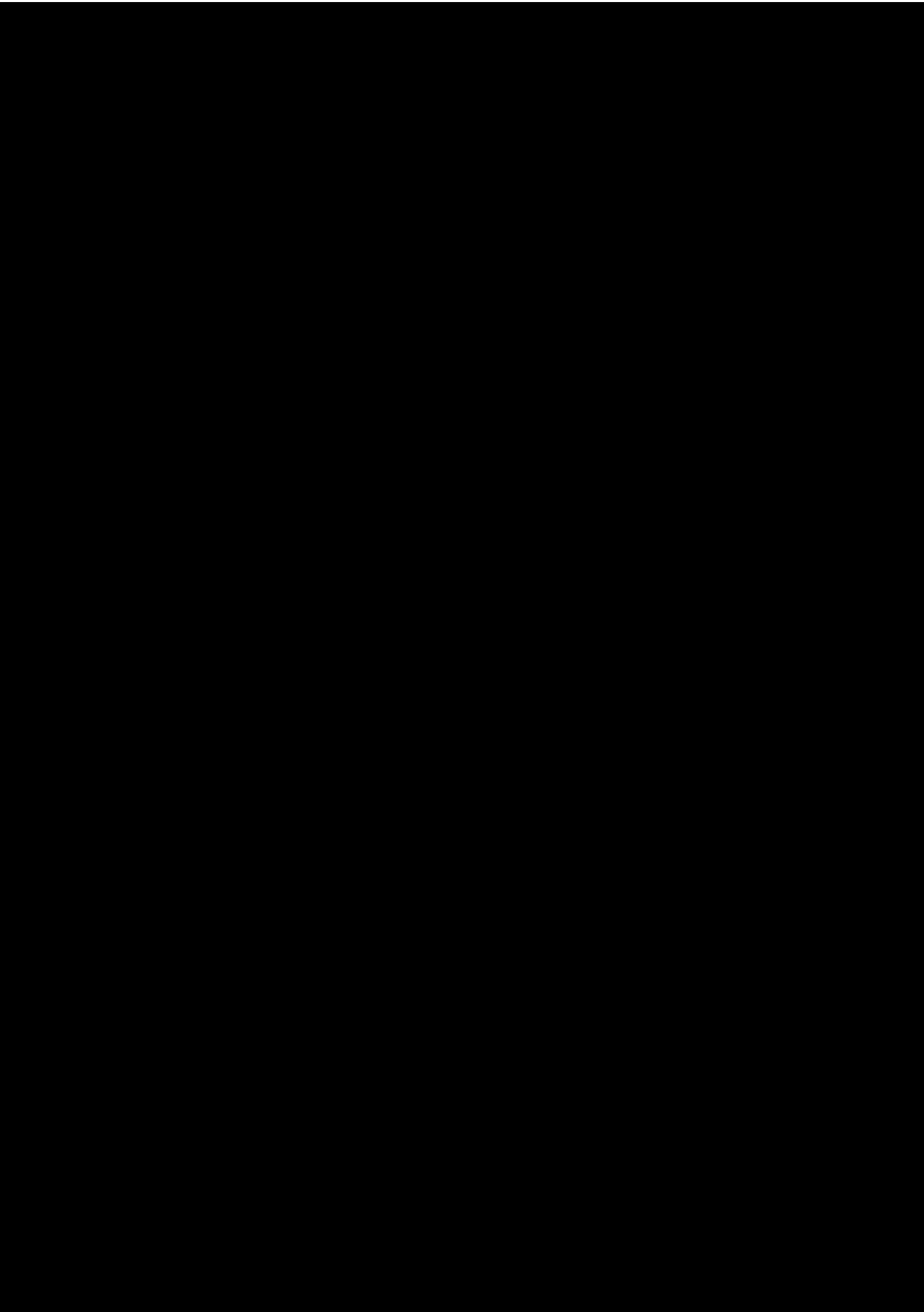


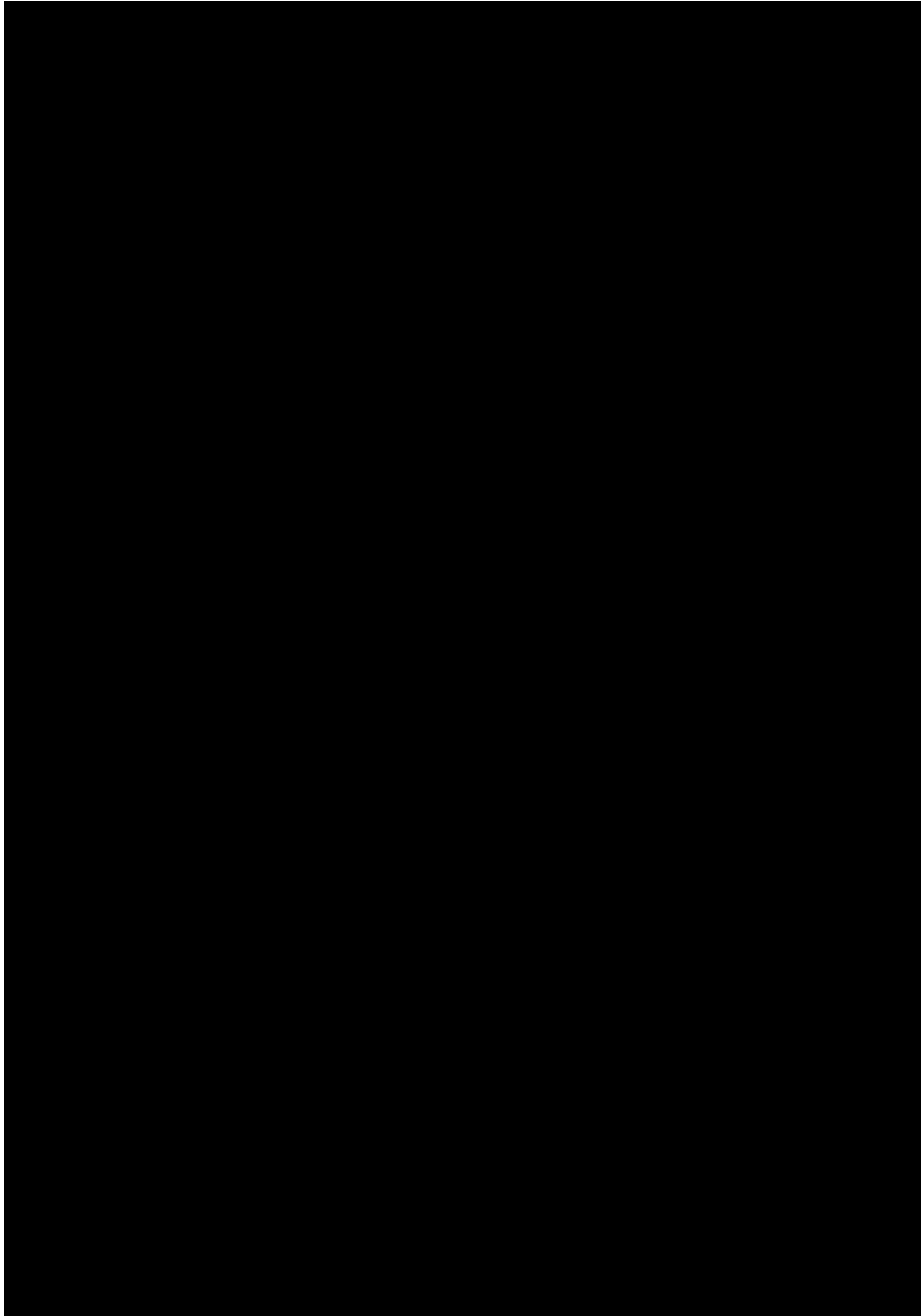


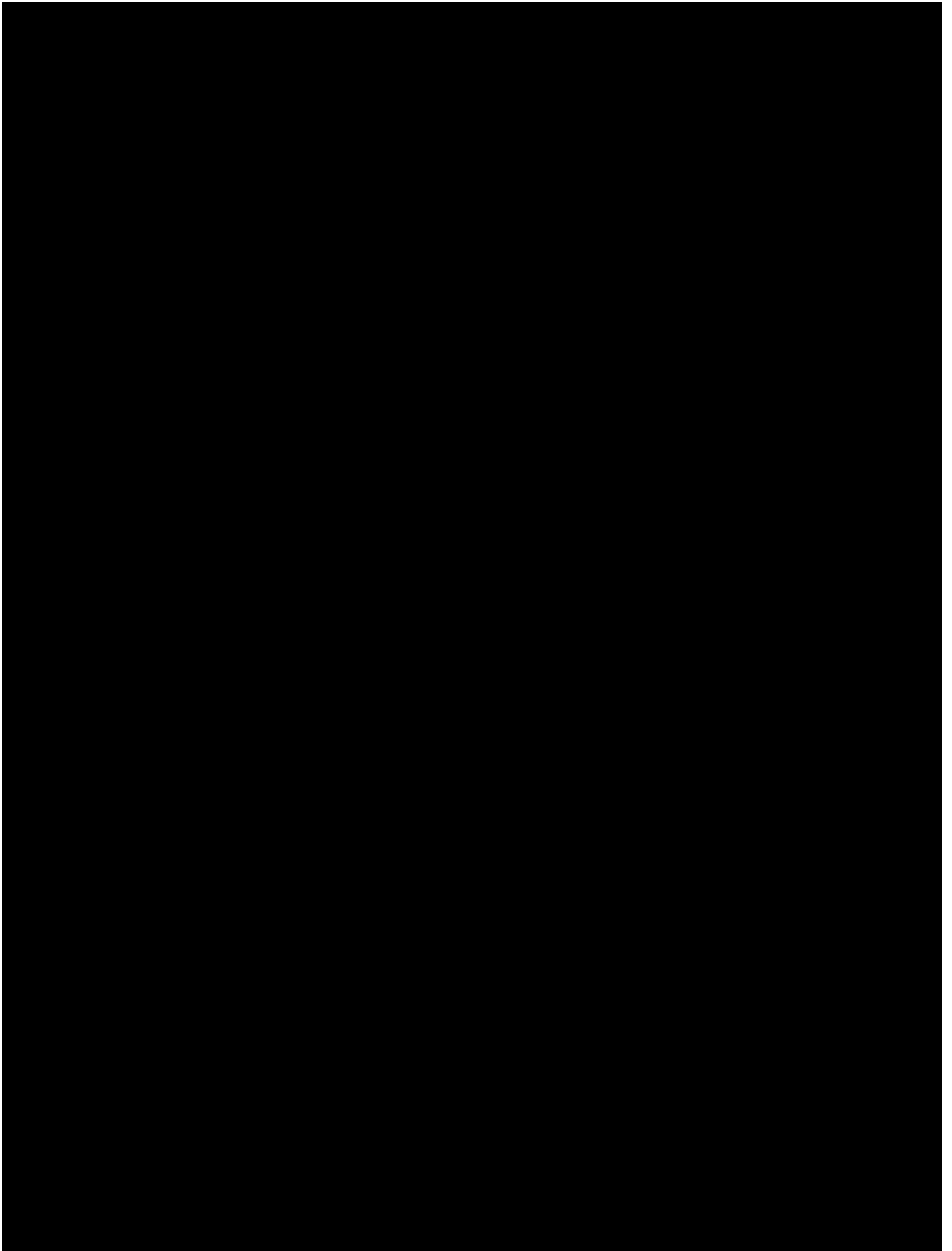


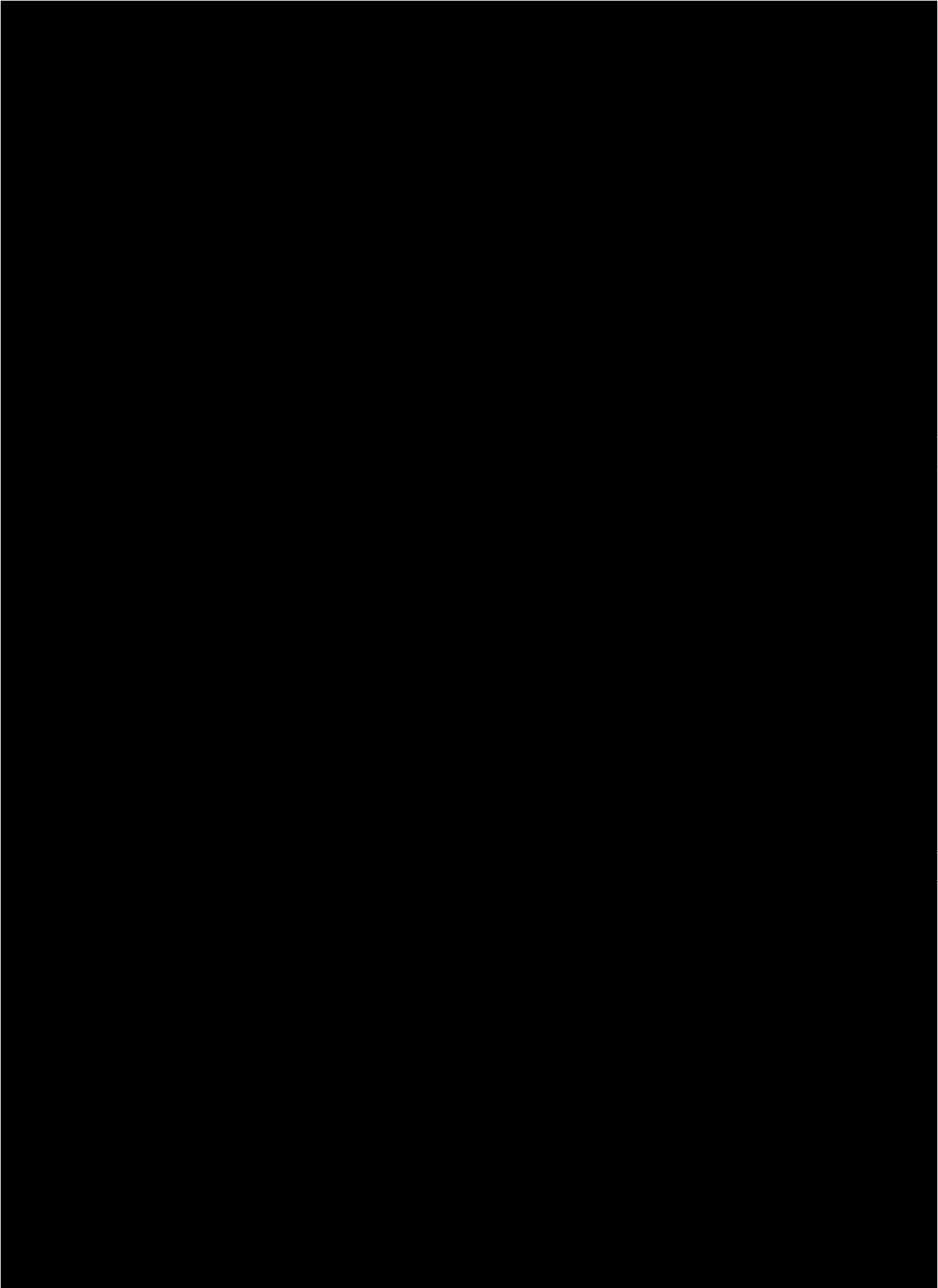








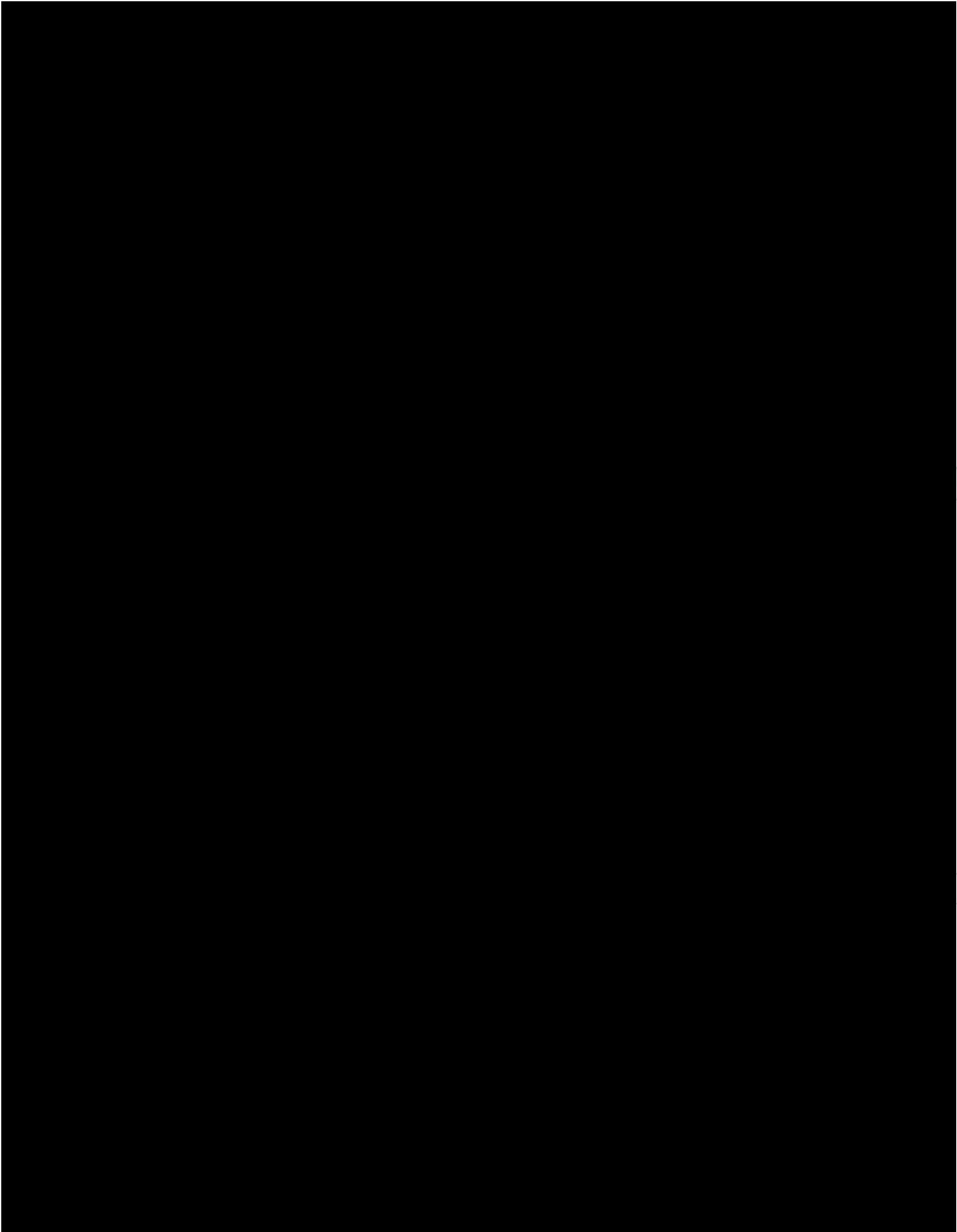




SCHEDULE D6. – FORM OF CALL OPTION DEED (RESIDENTIAL – THIRD PARTY)

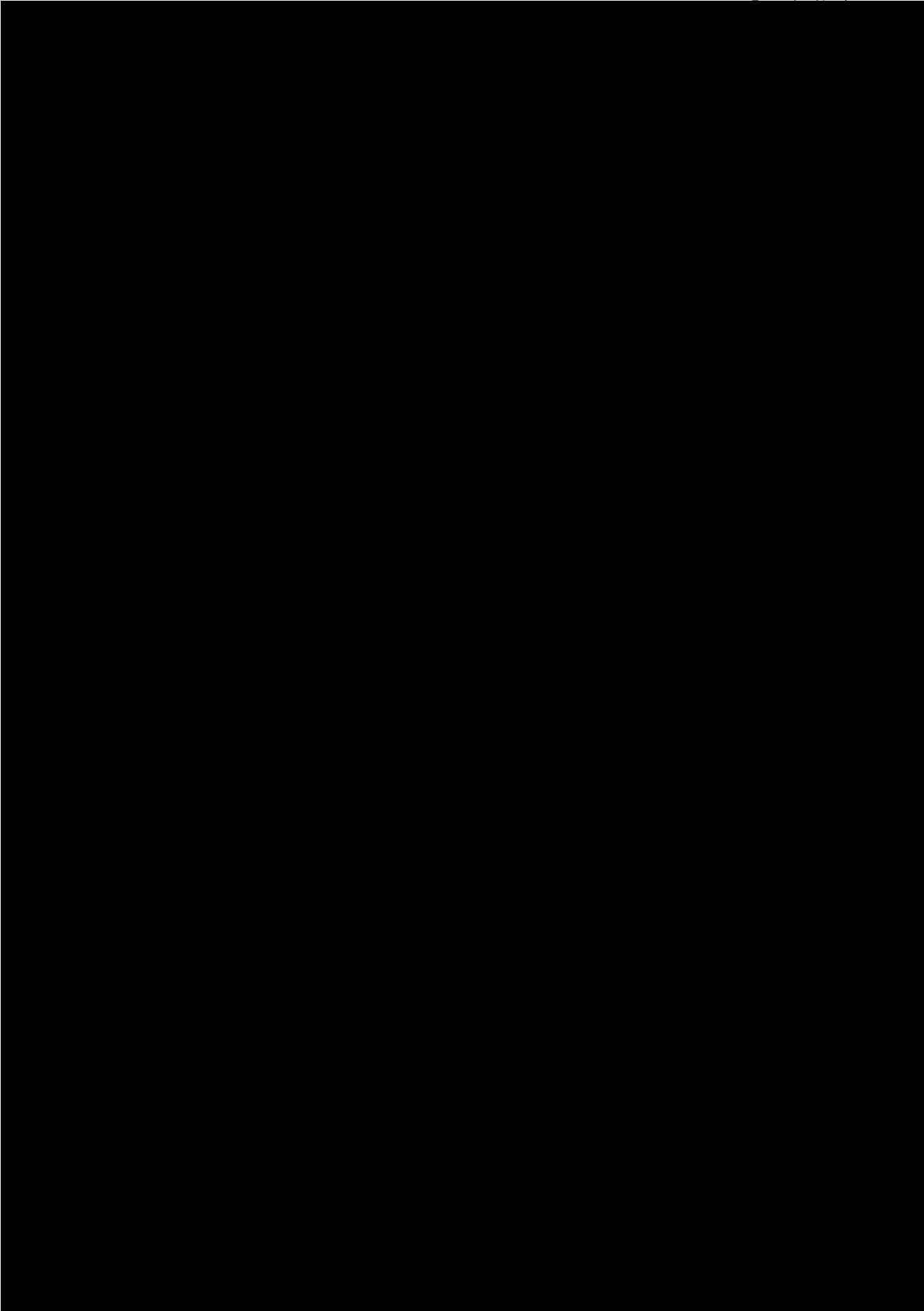


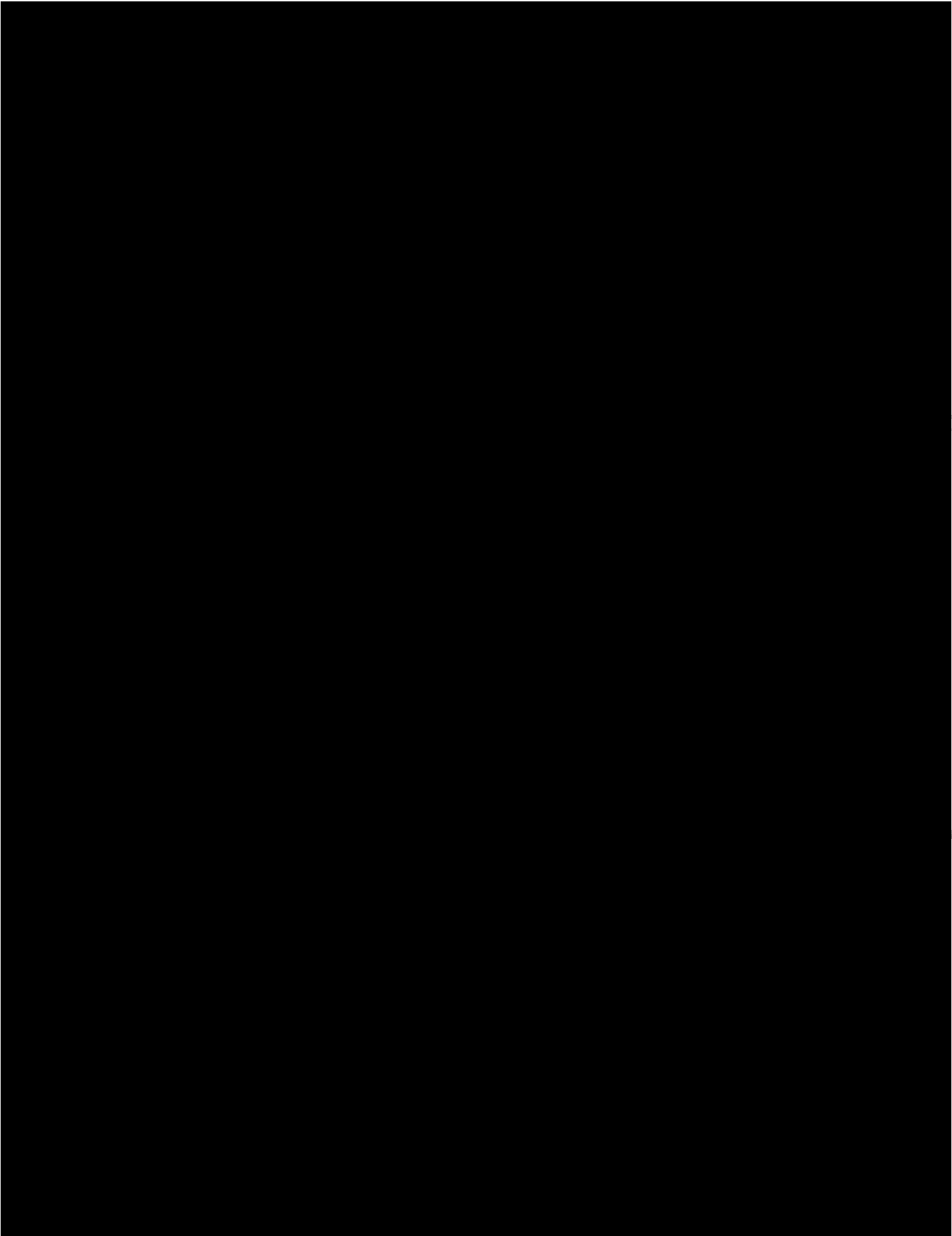
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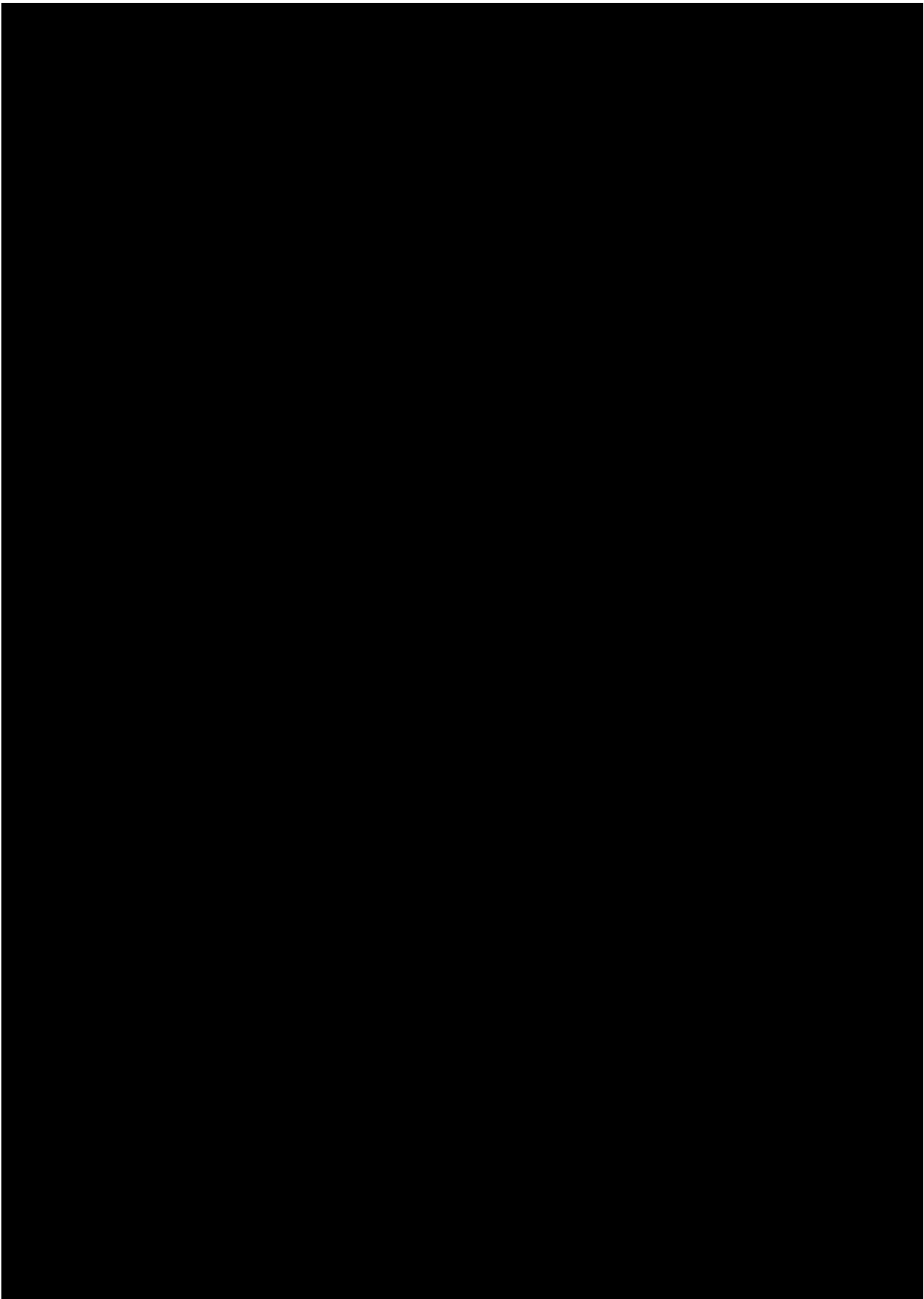


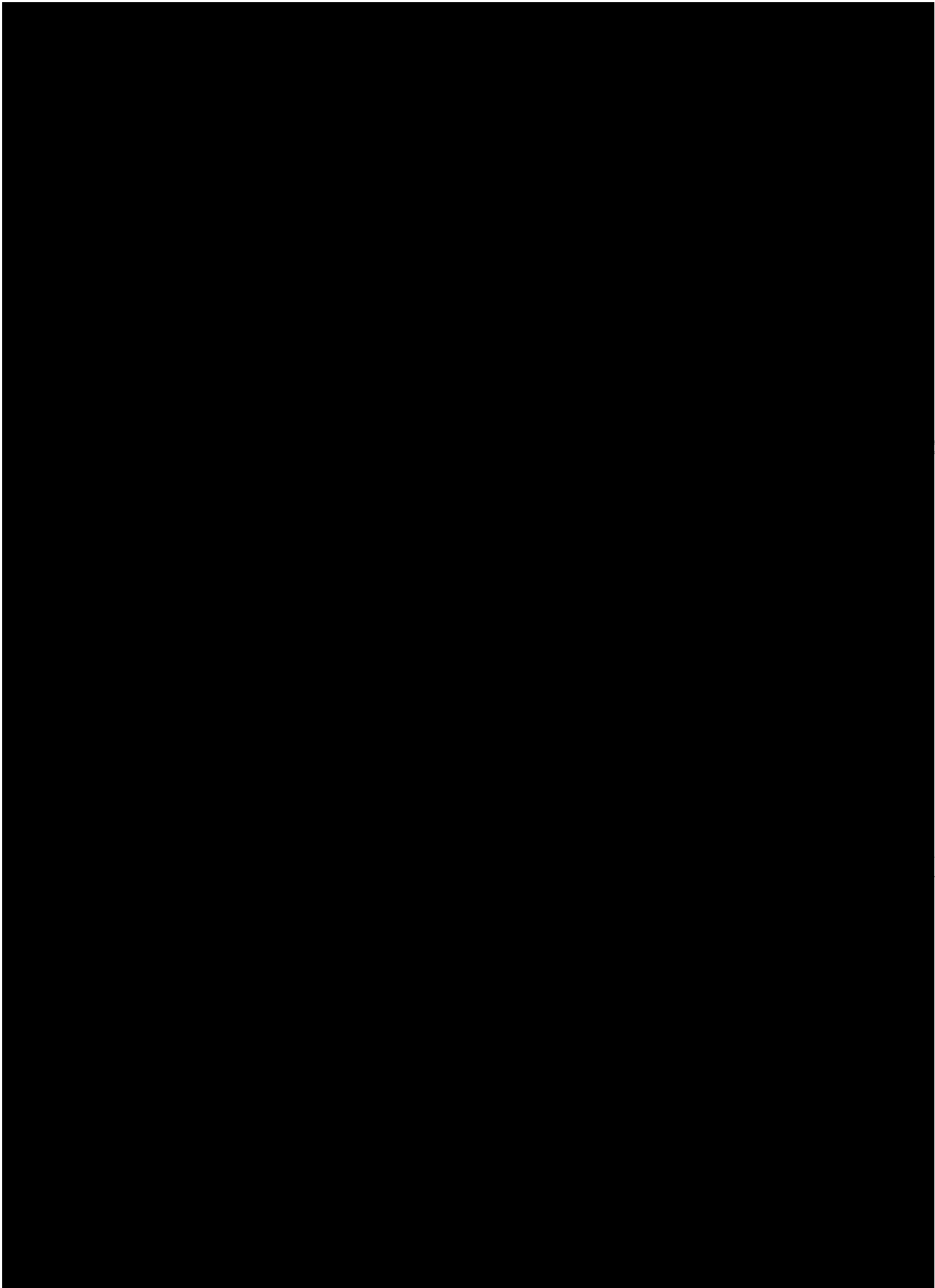


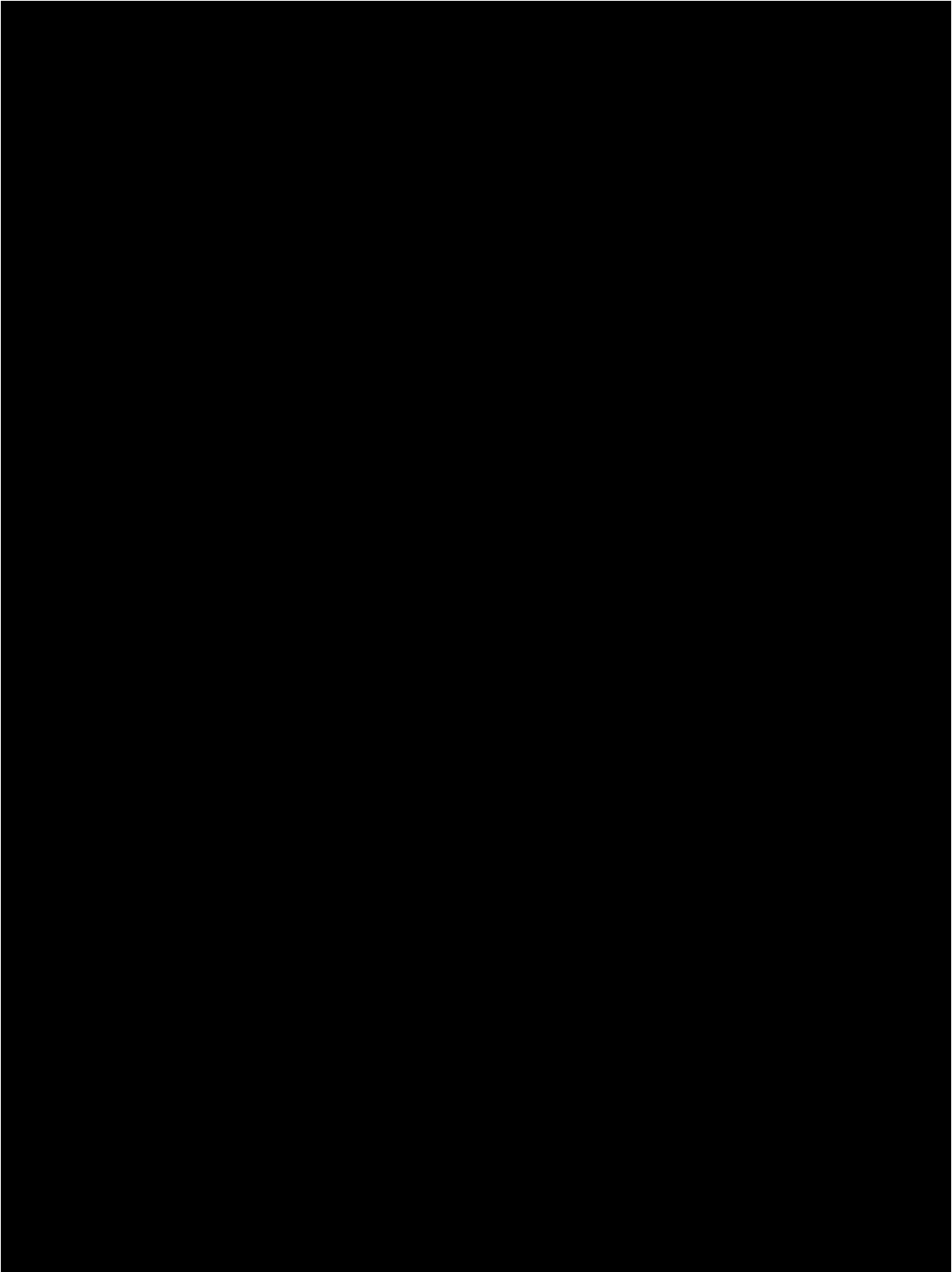
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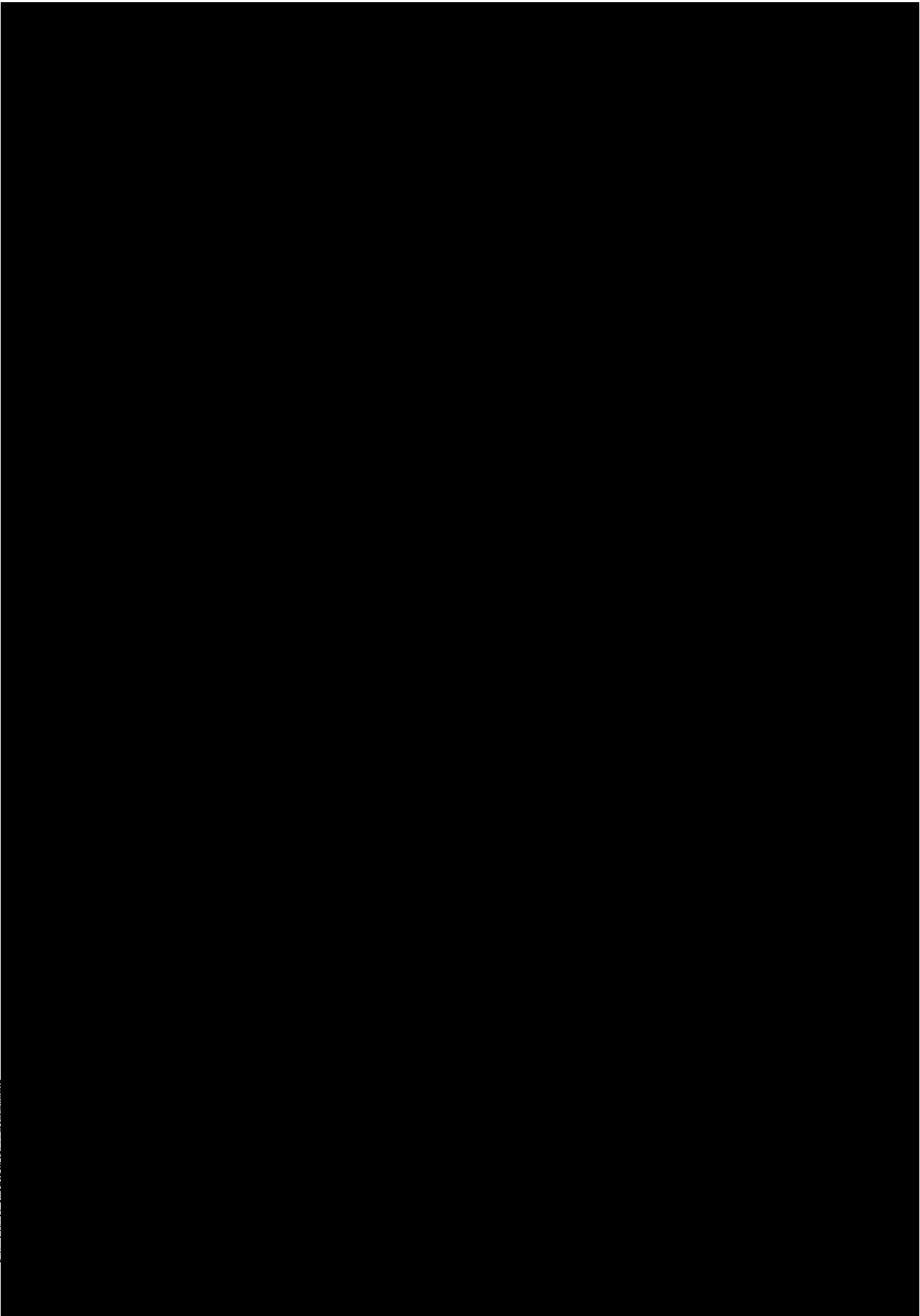








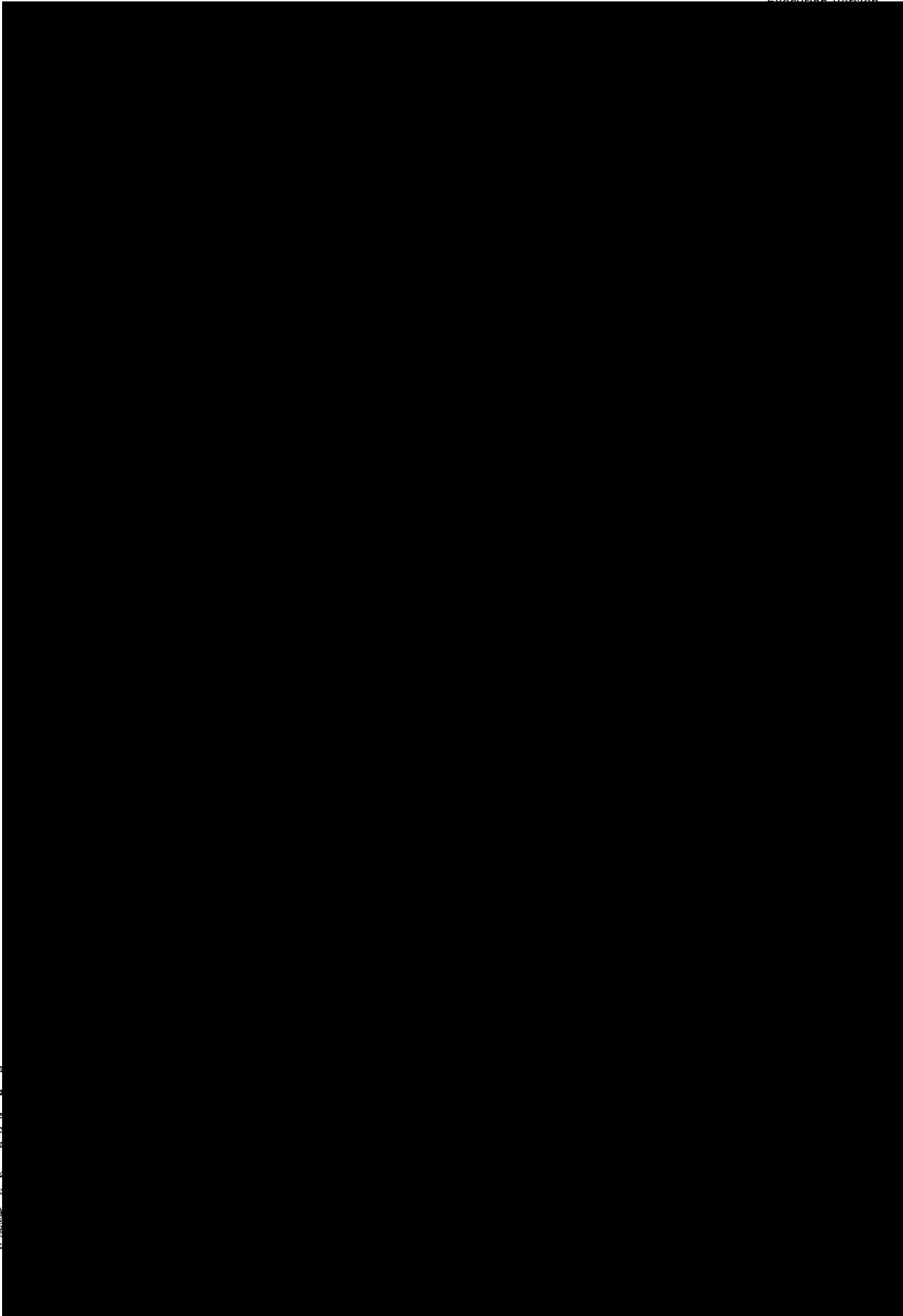


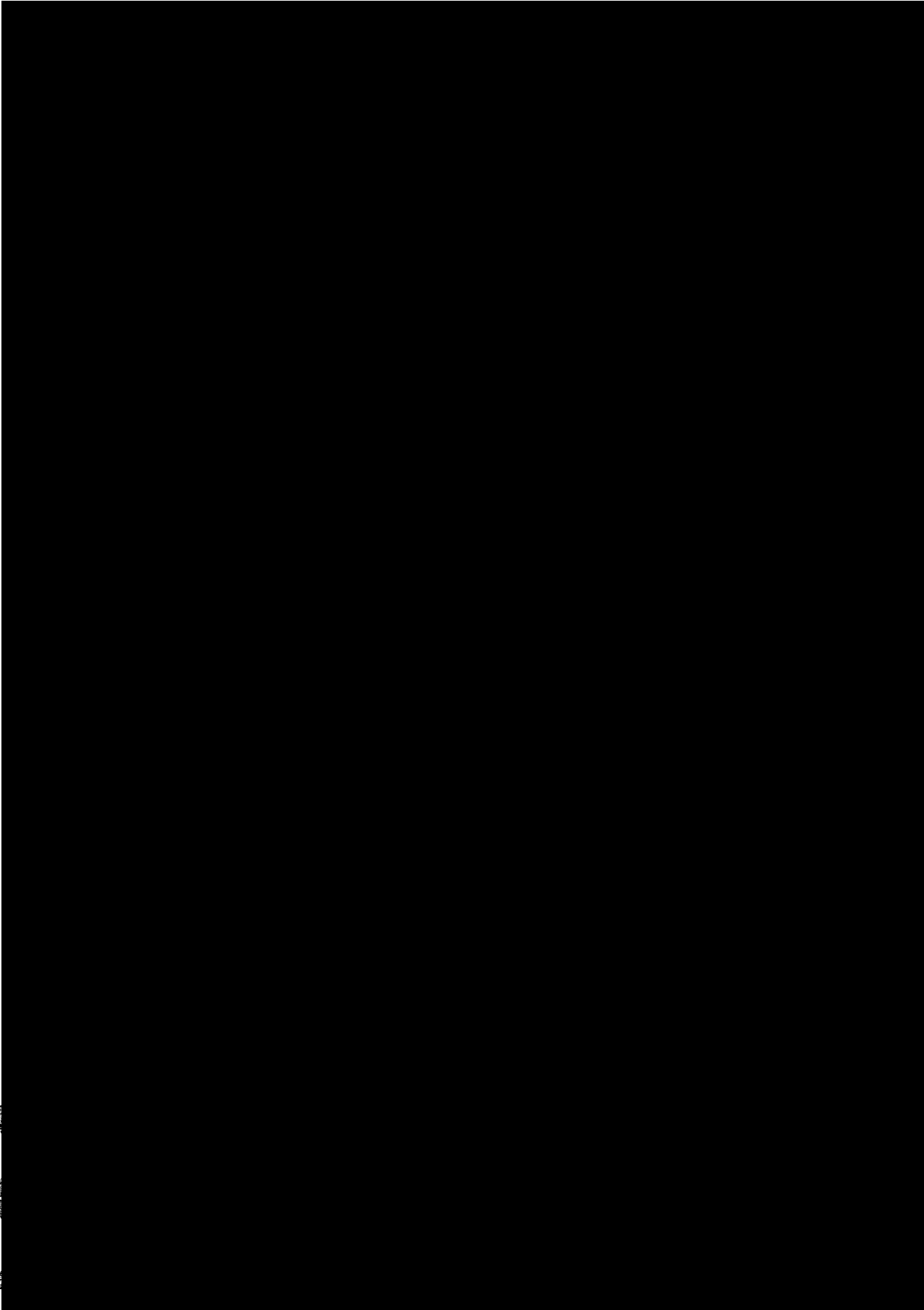


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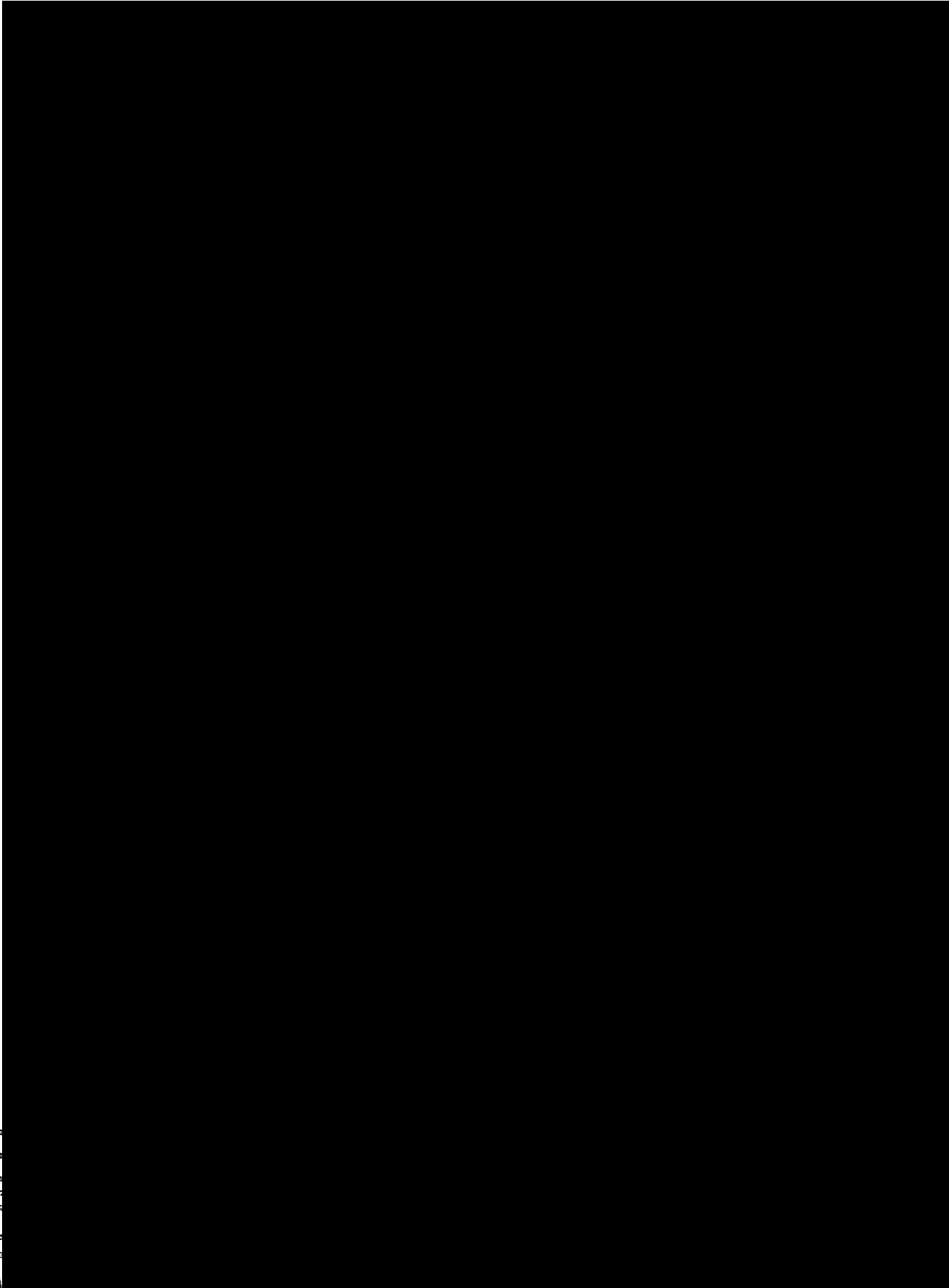


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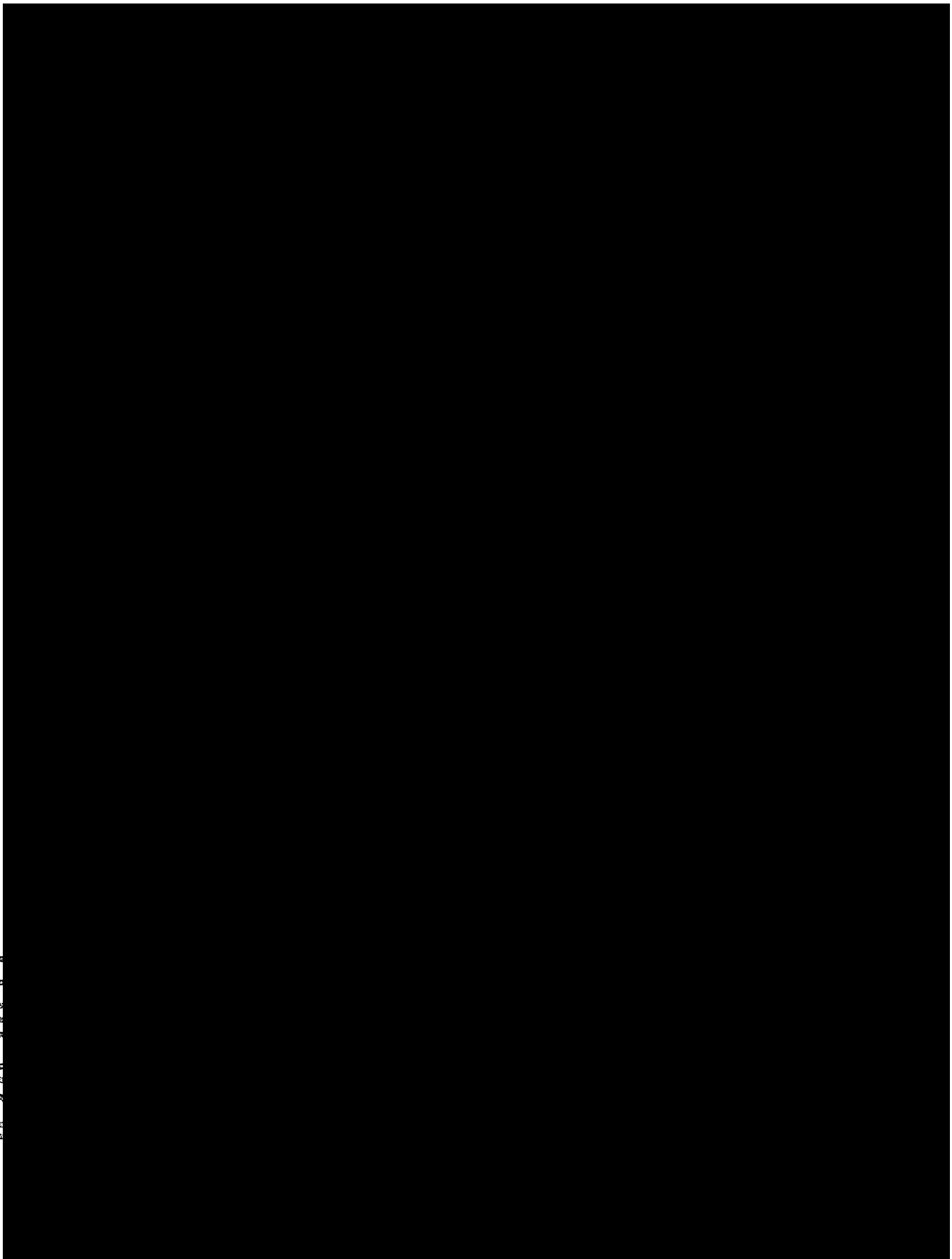
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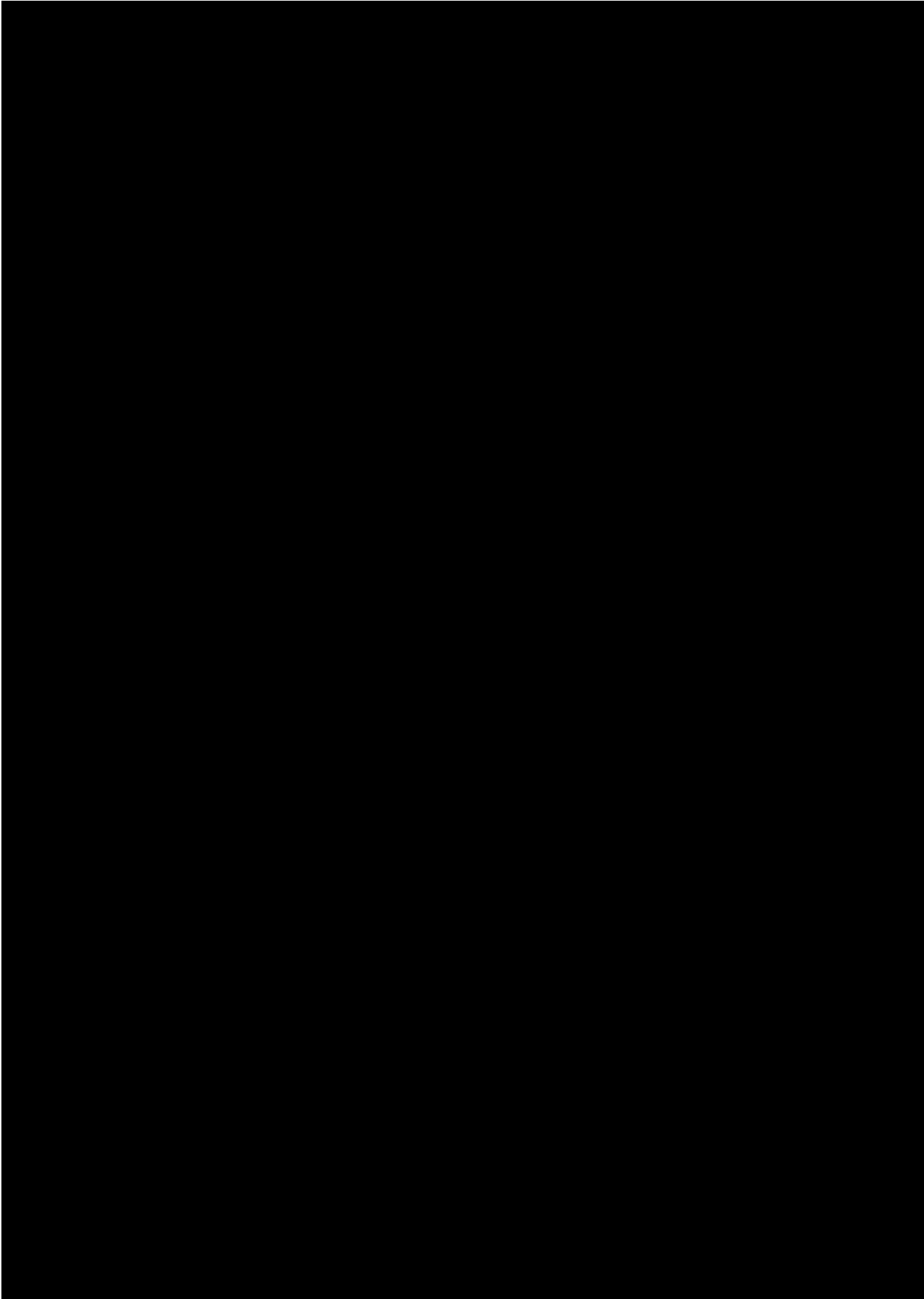
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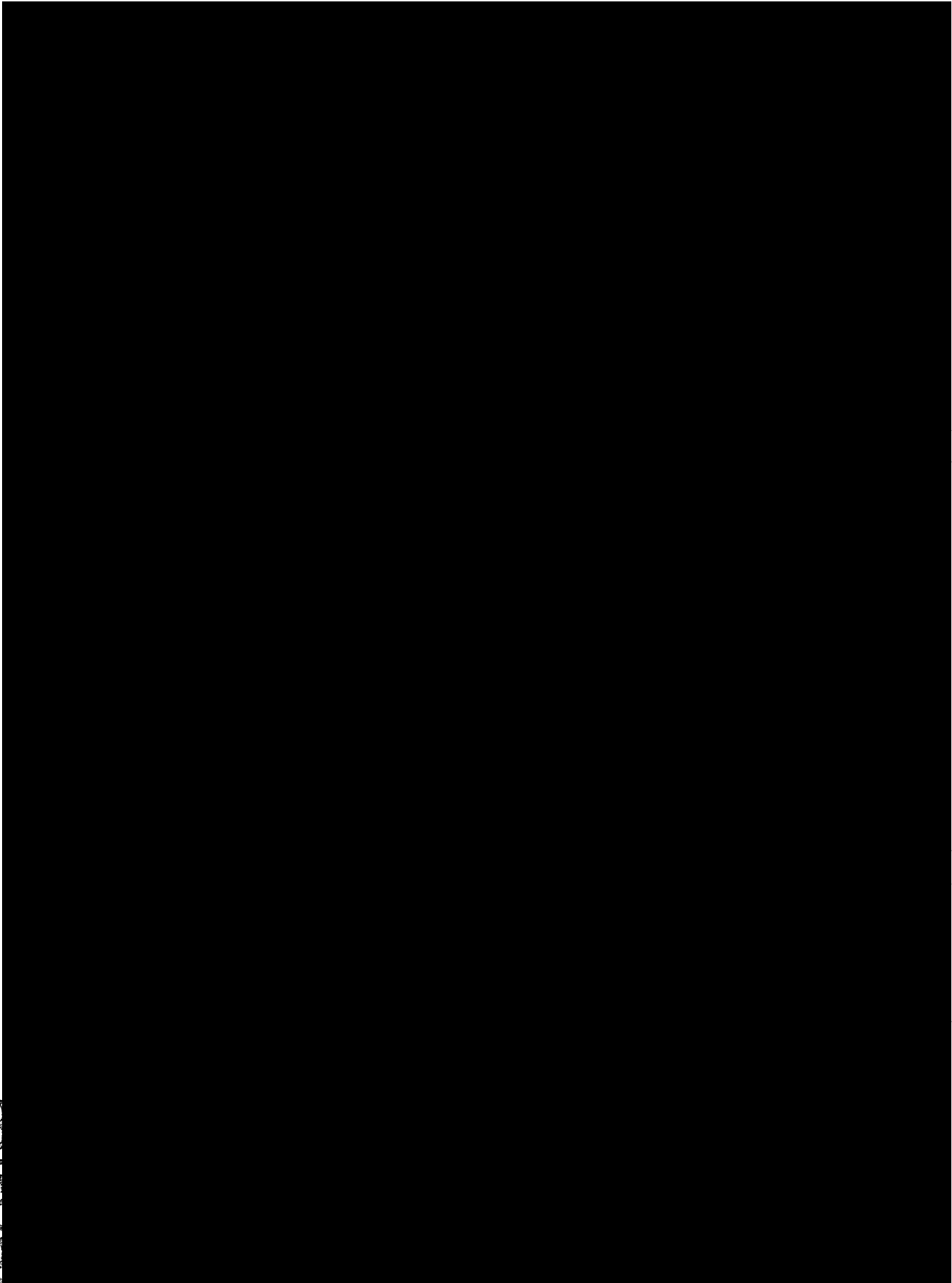
Schedule D6 (Form of Call Option Deed (Residential - Third Party))



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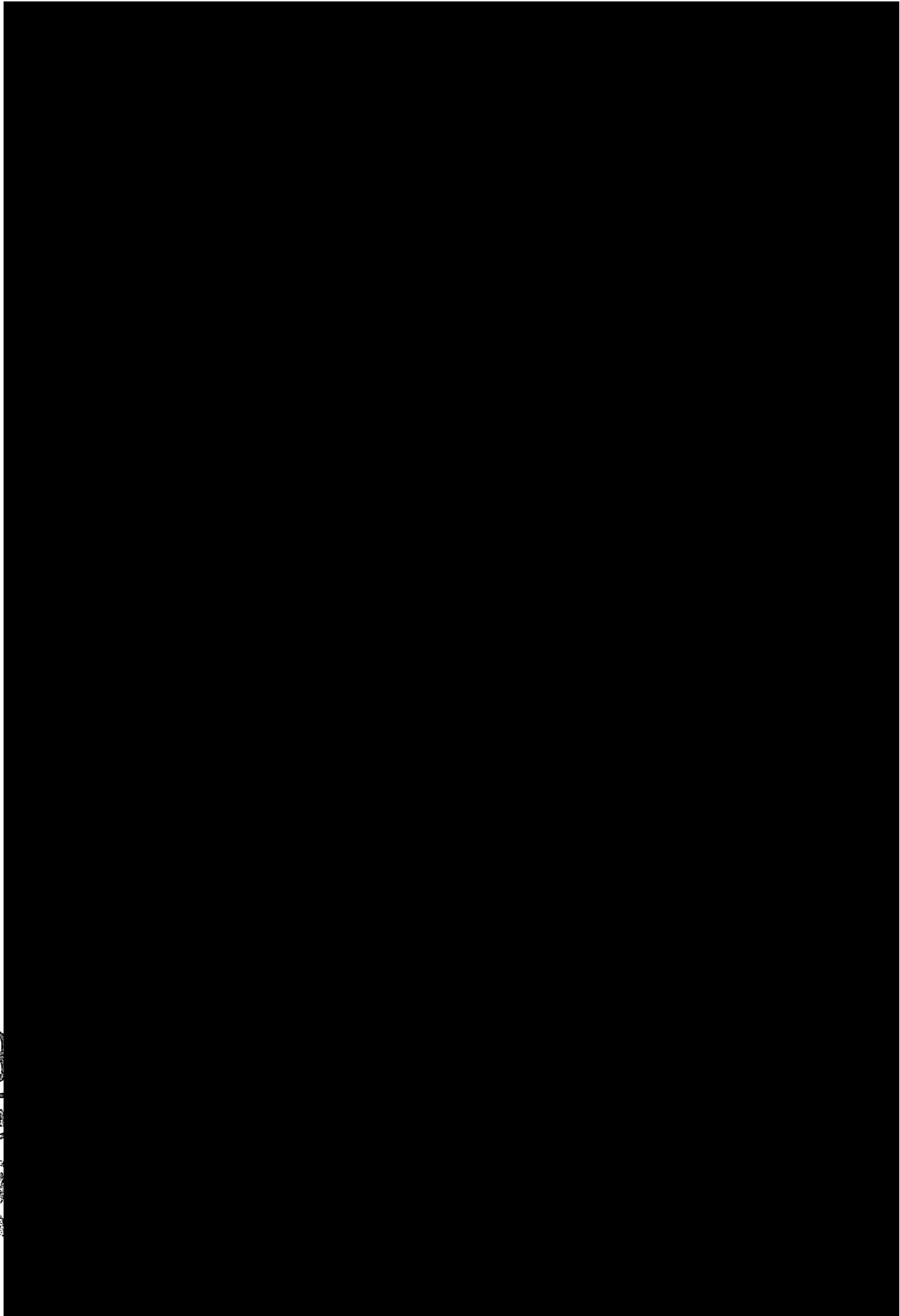


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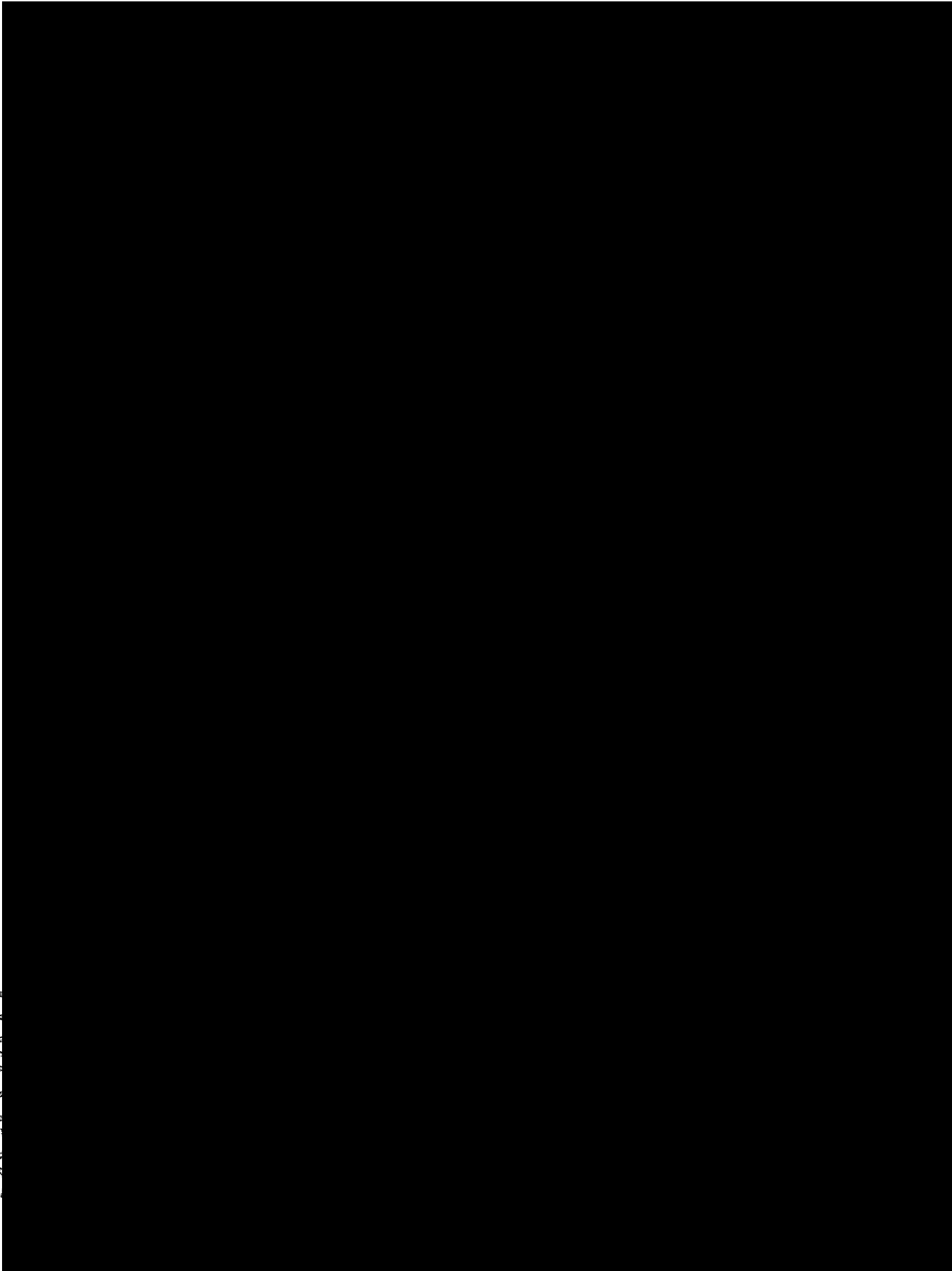
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Schedule D6 (Form of Call Option Deed (Residential – Third Party))

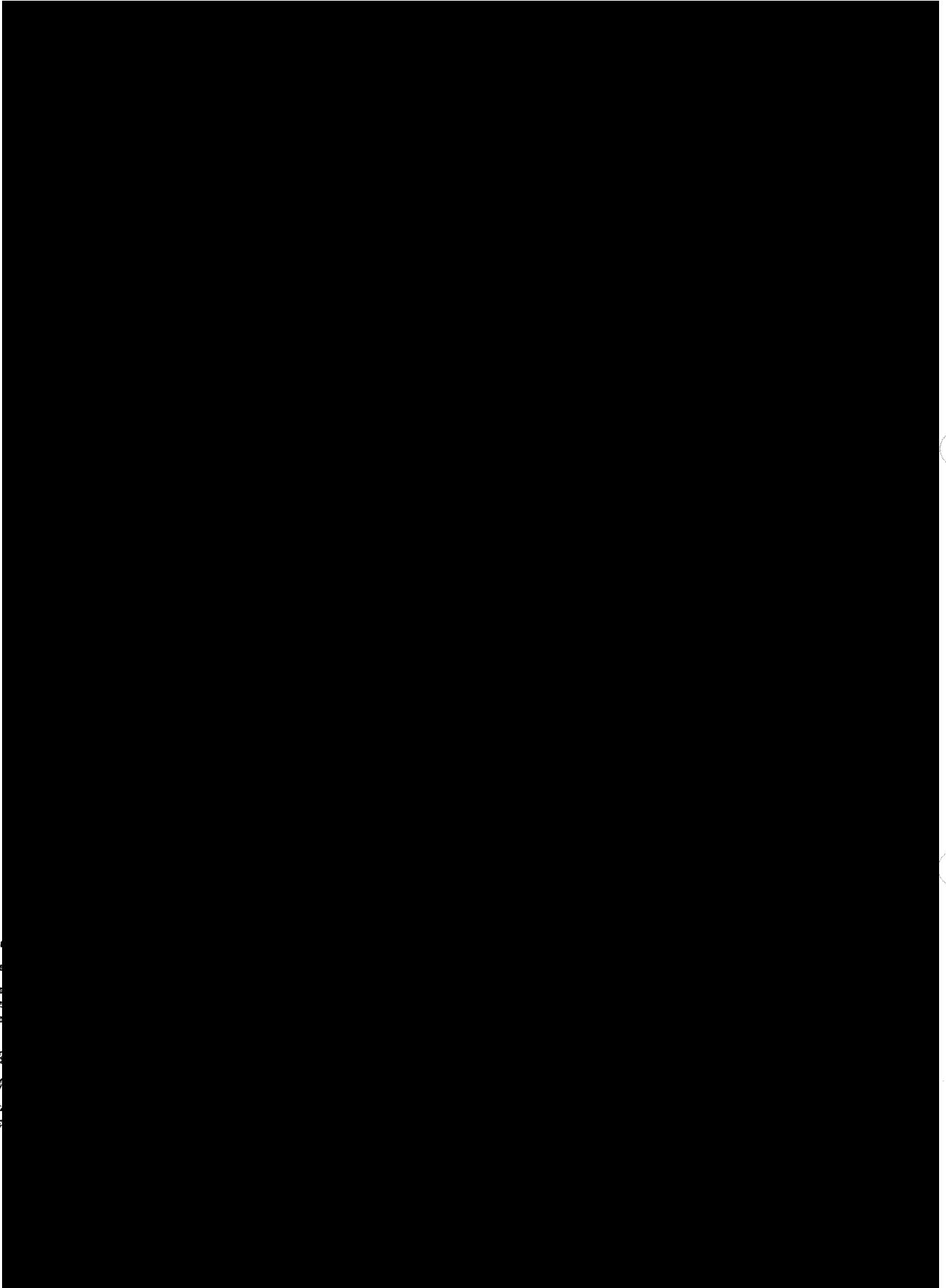
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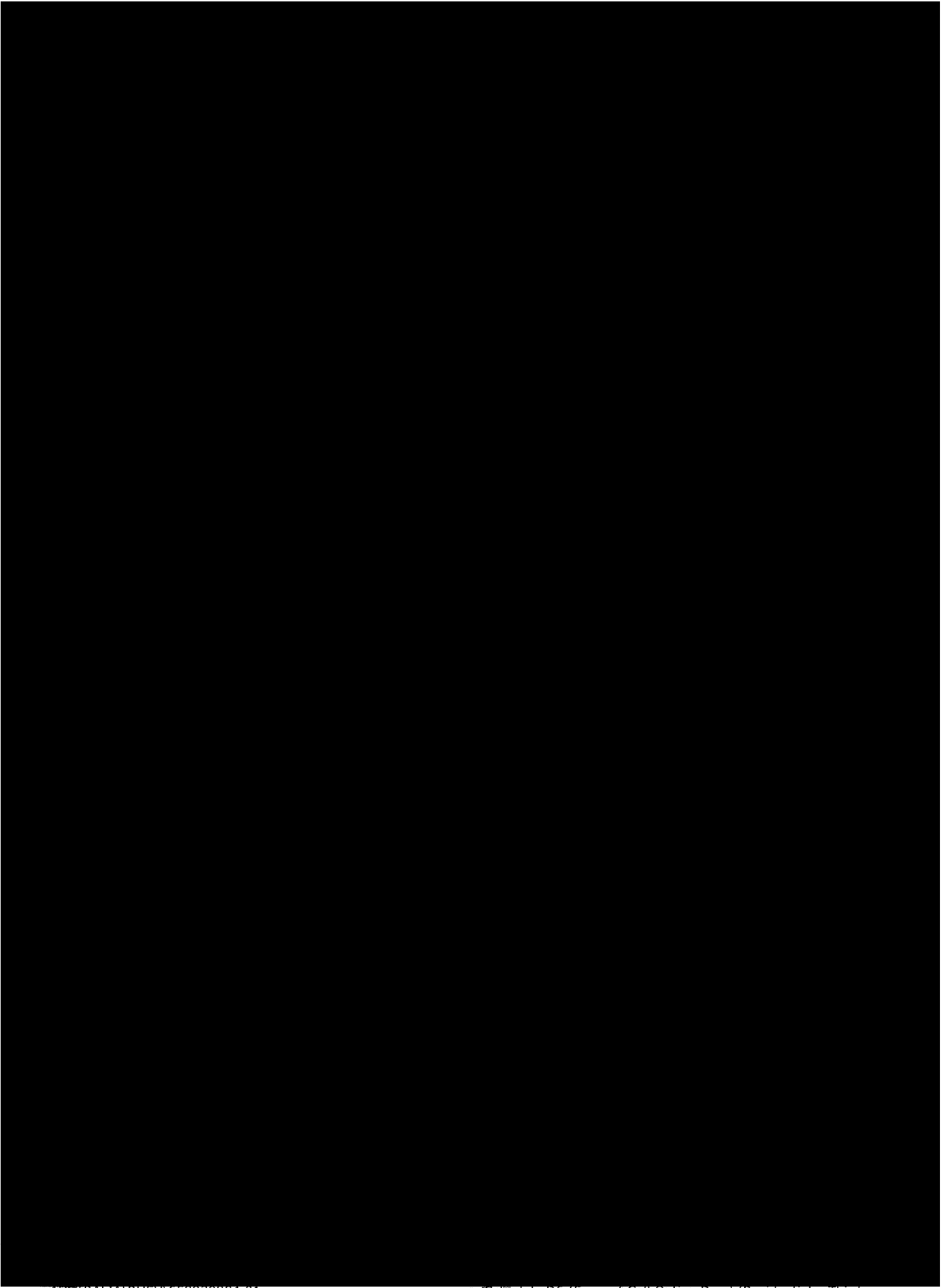


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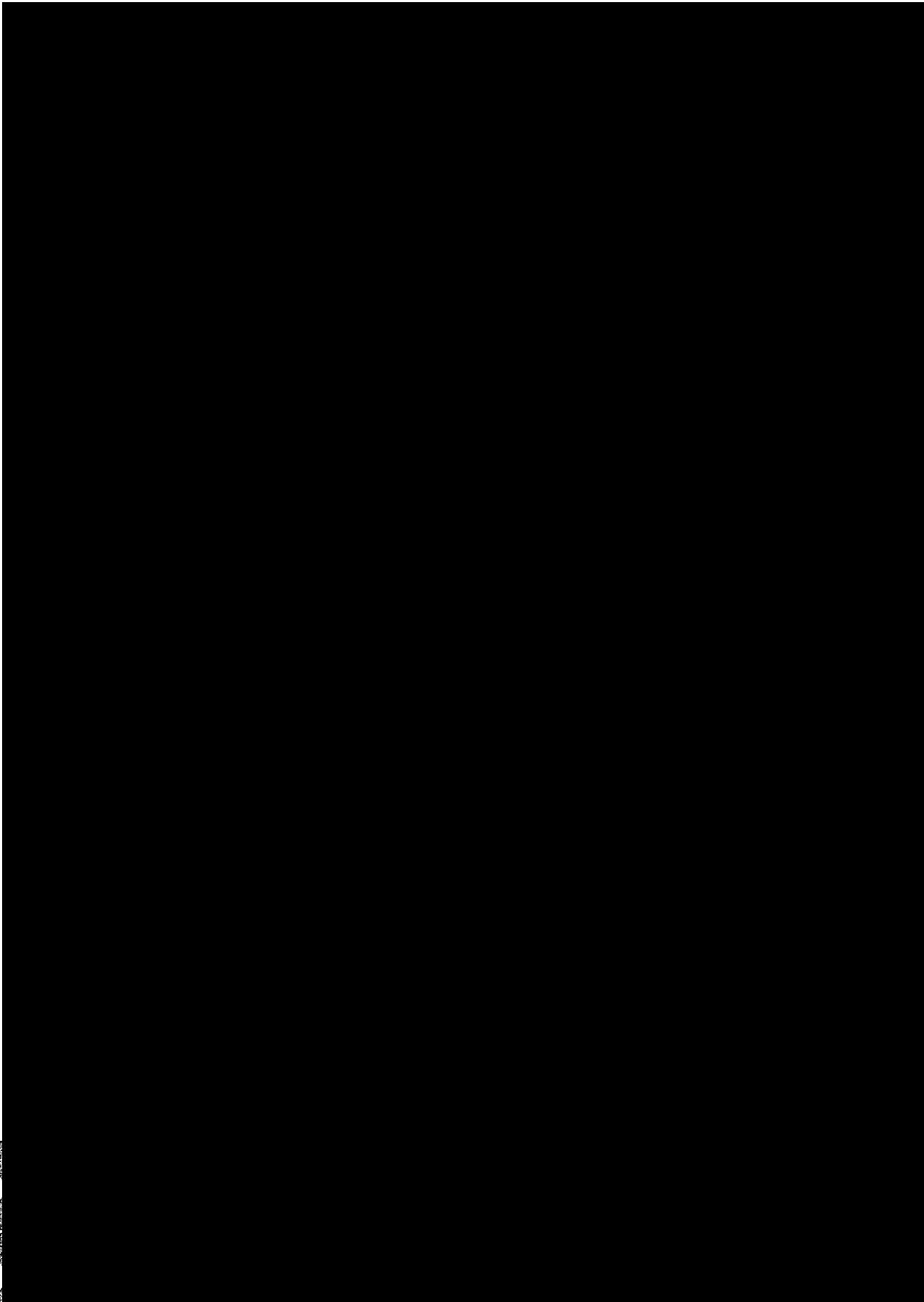


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Schedule D6 (Form of Call Option Deed (Residential - Third Party))

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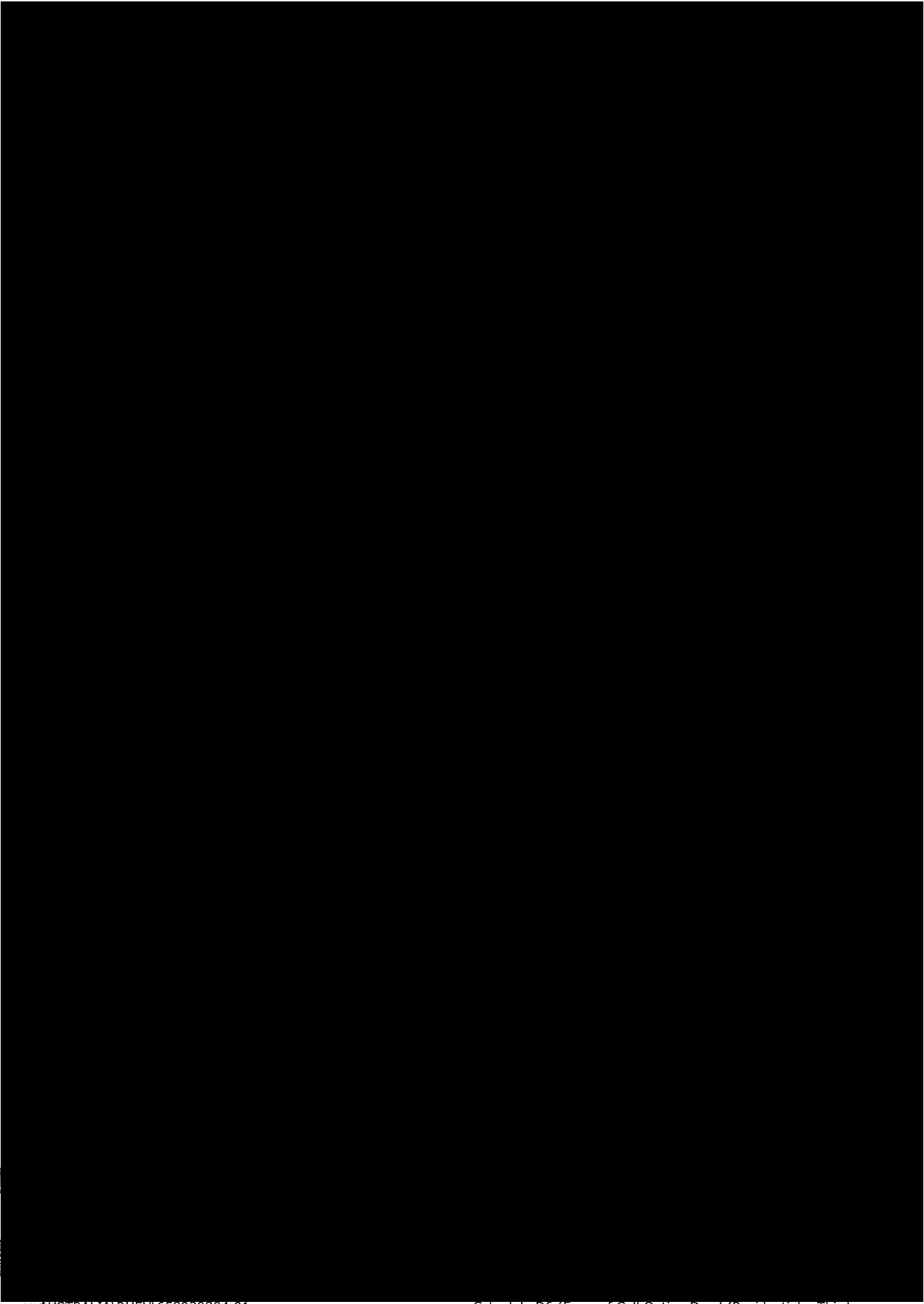


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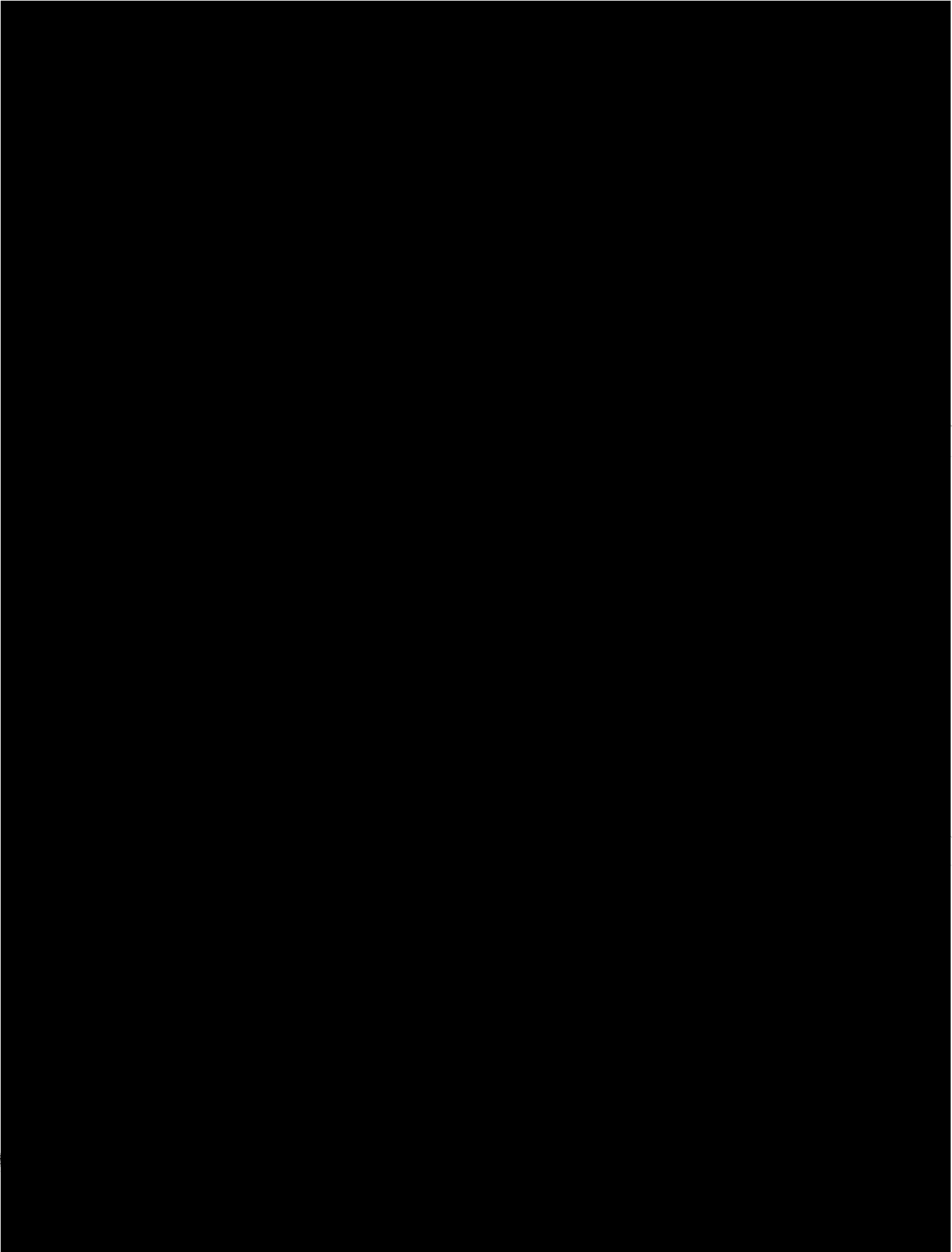
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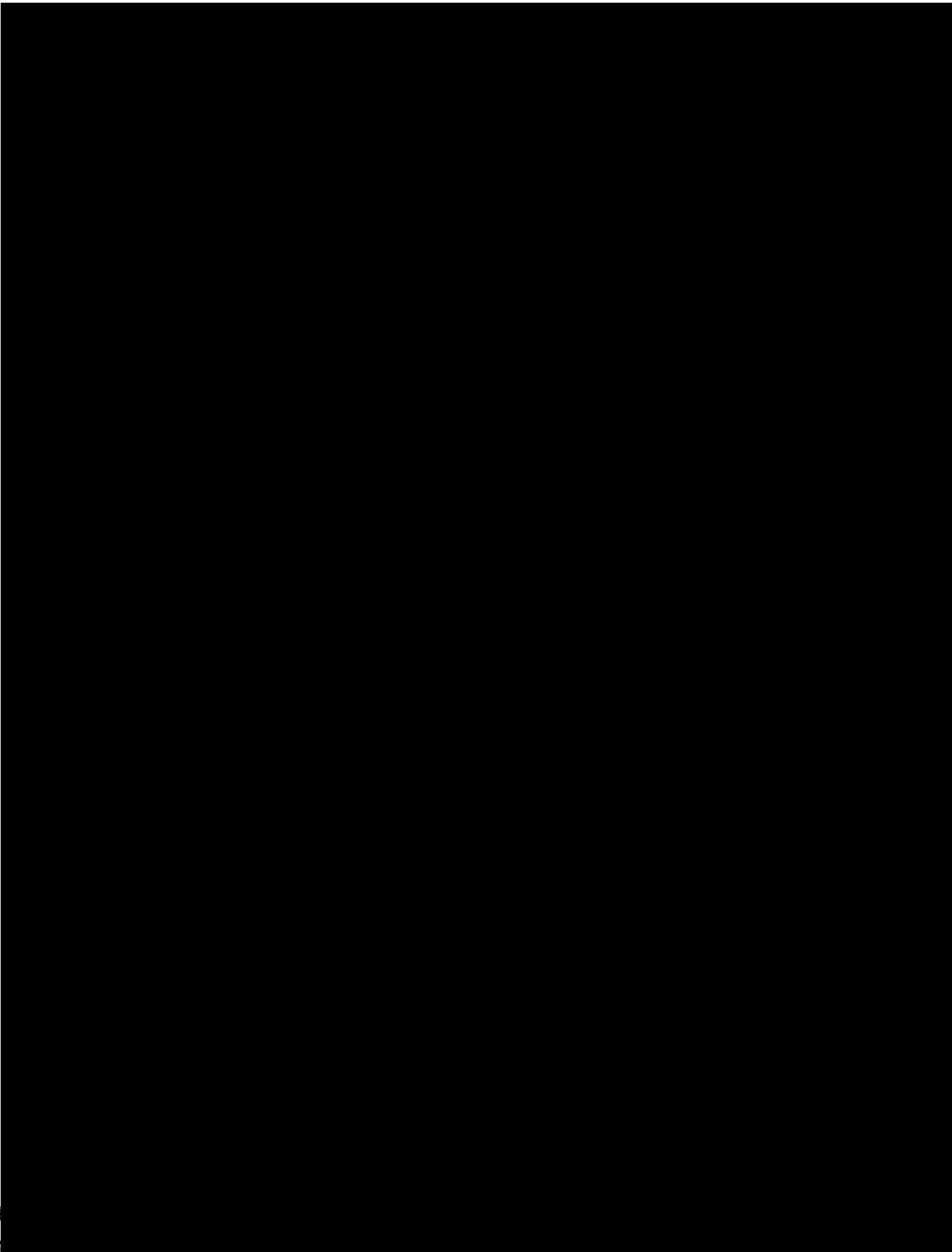
Schedule D6 (Form of Call Option Deed (Residential - Third Party))

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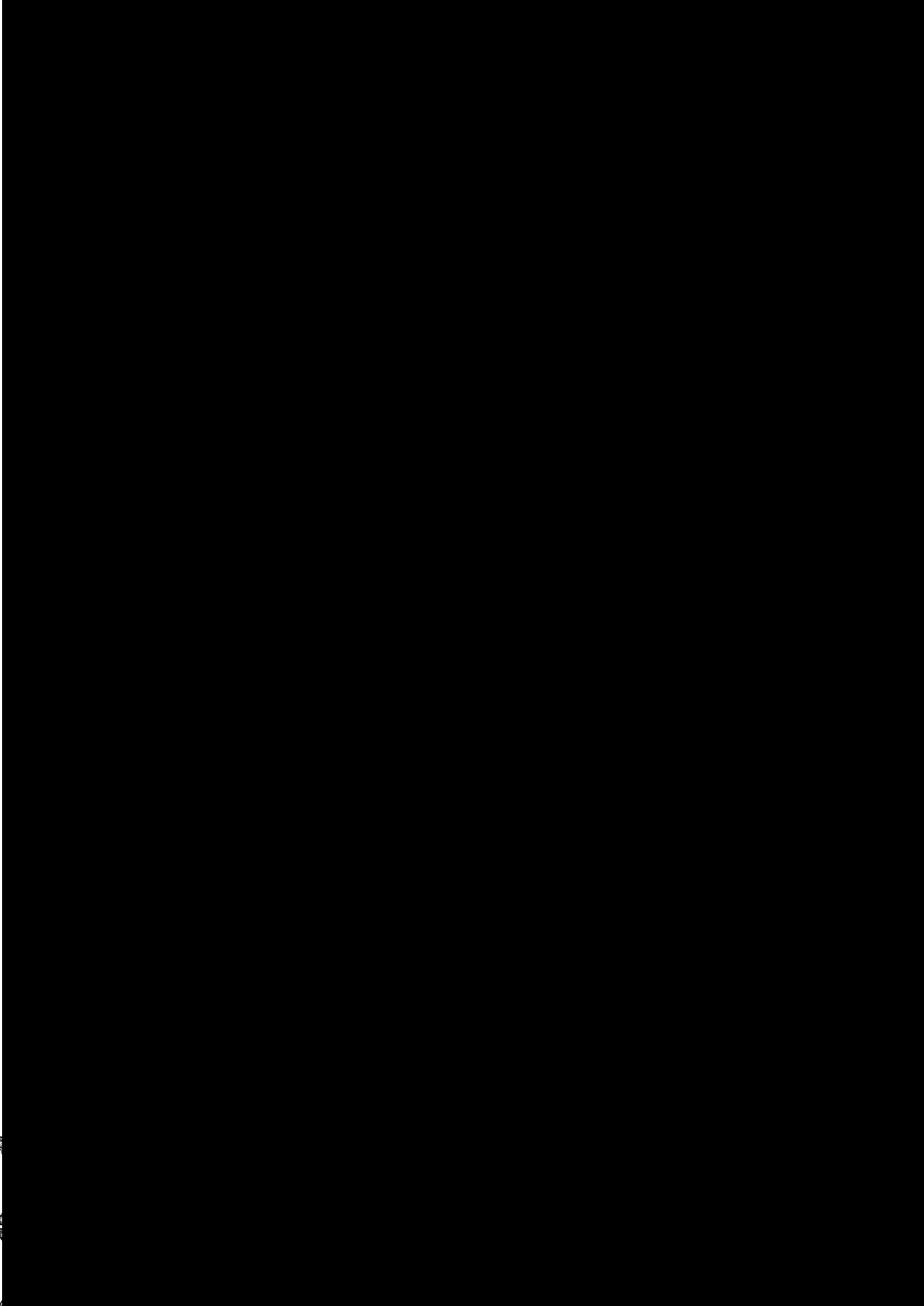


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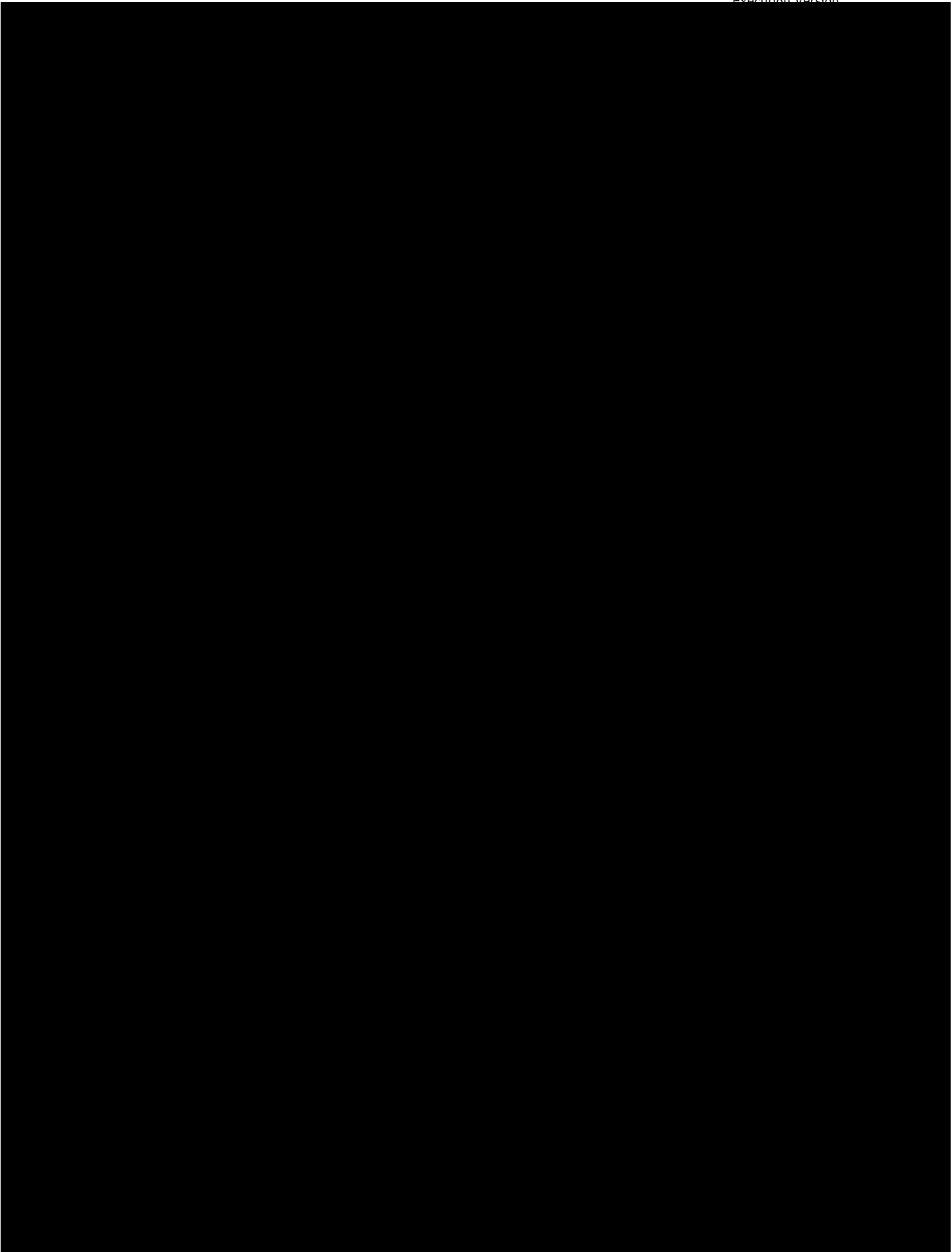


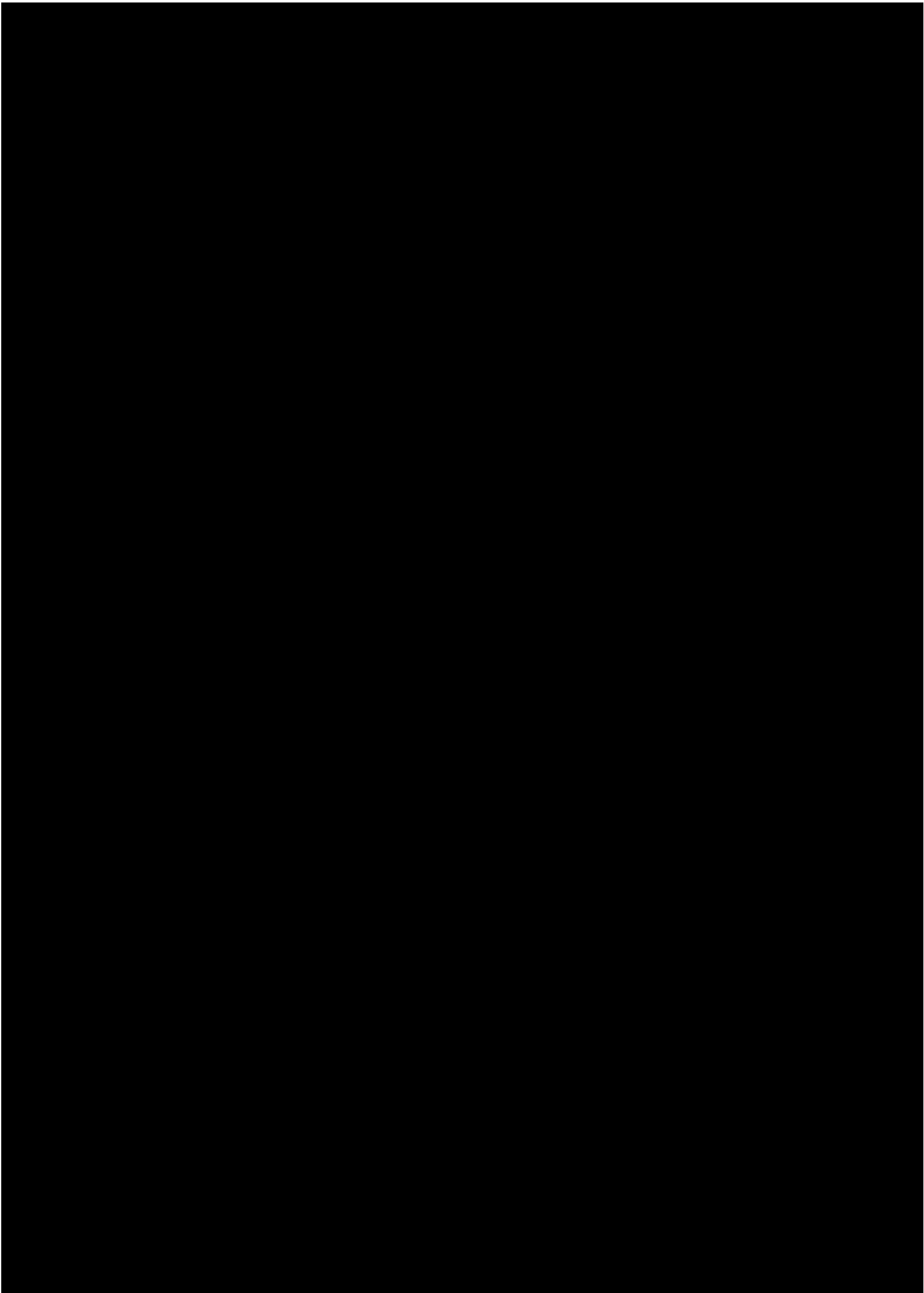


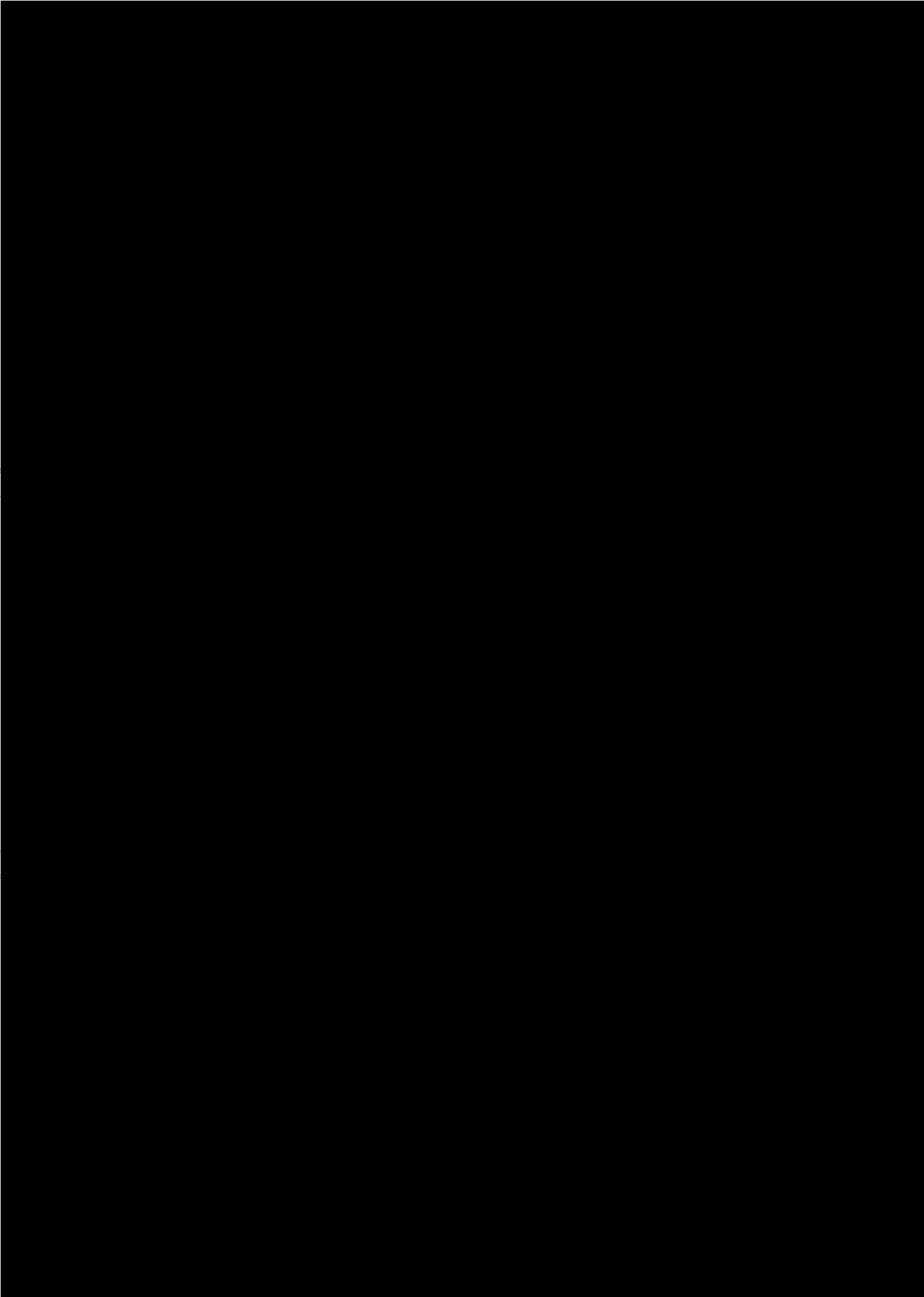
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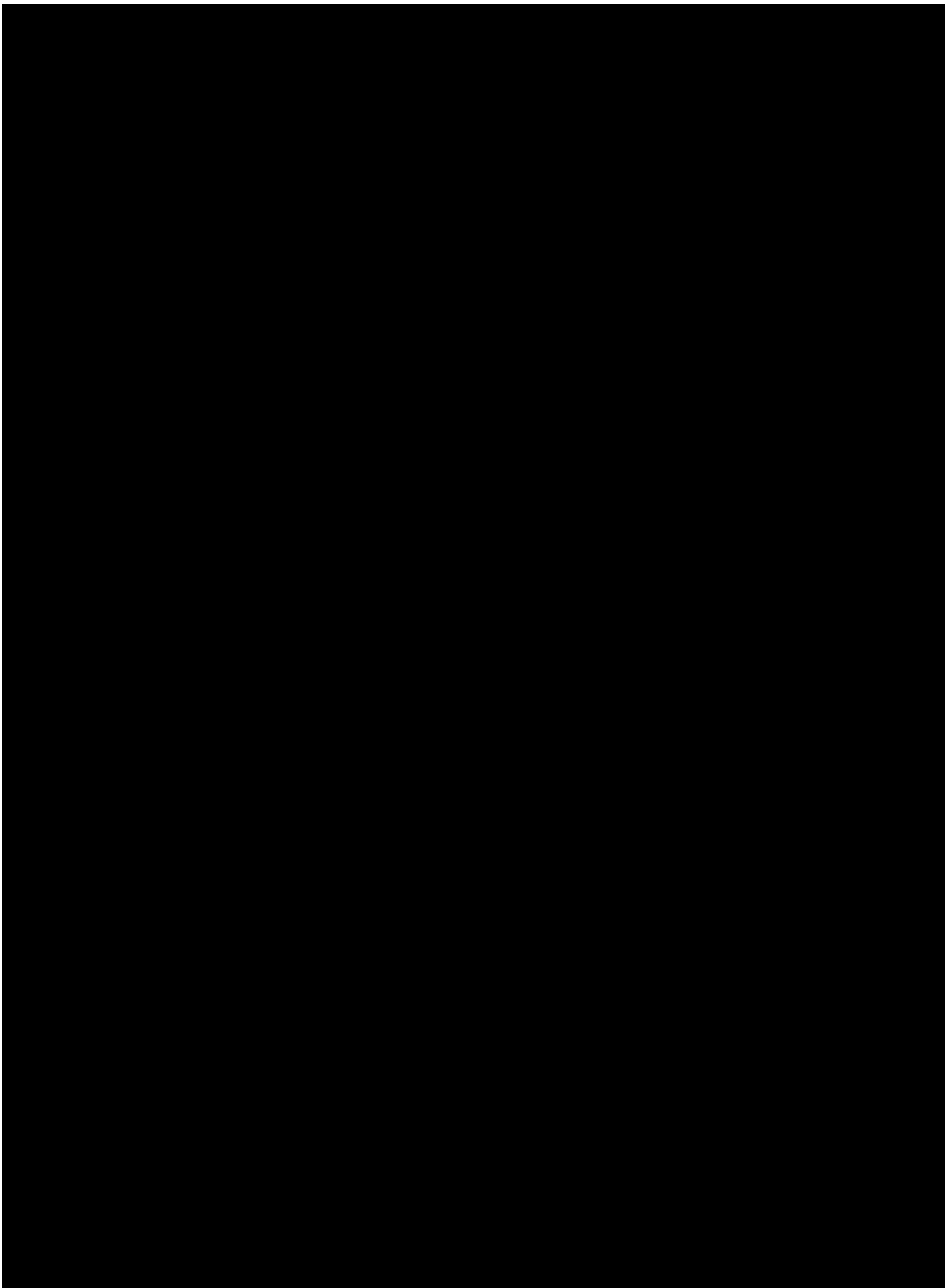


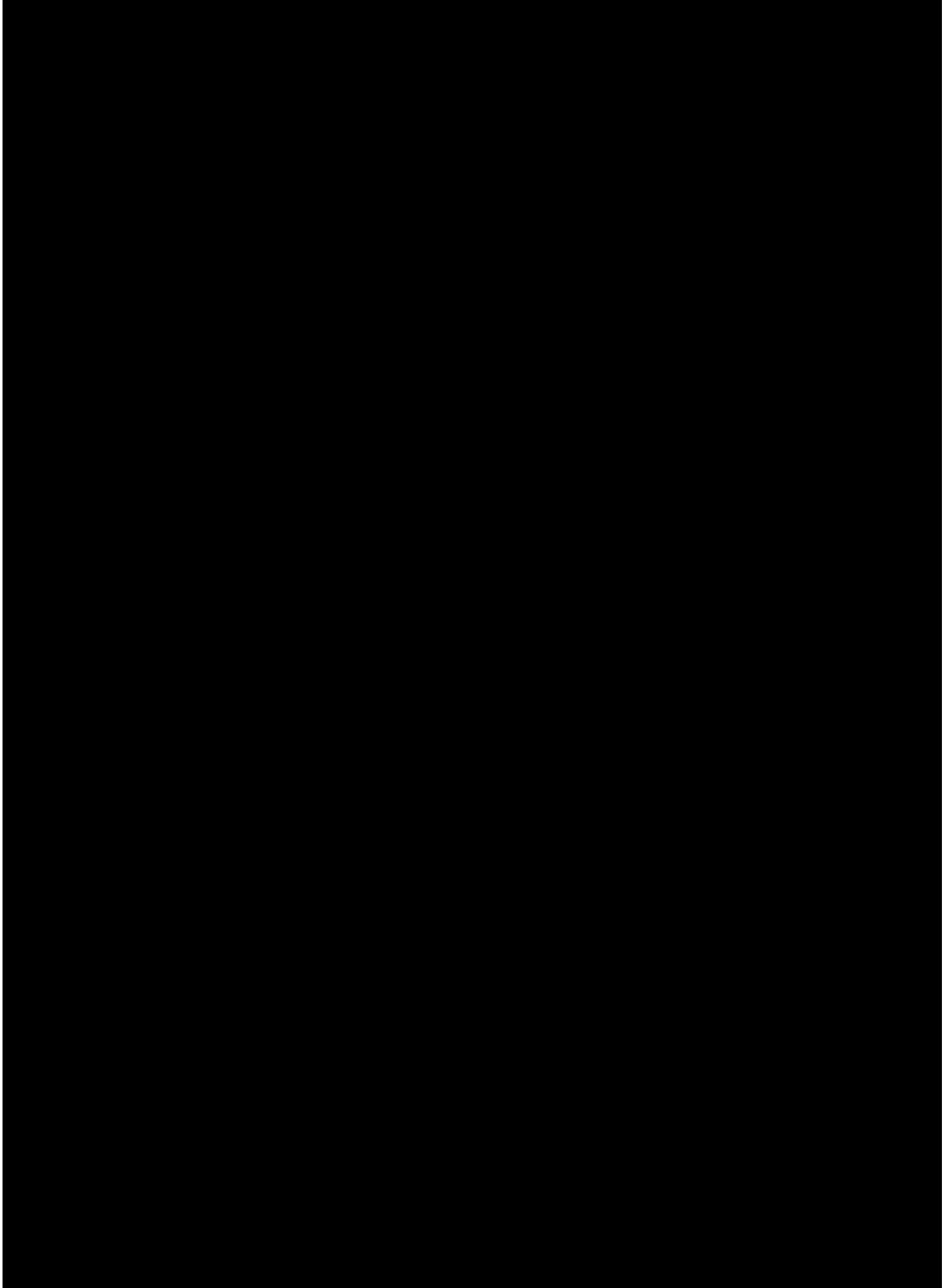
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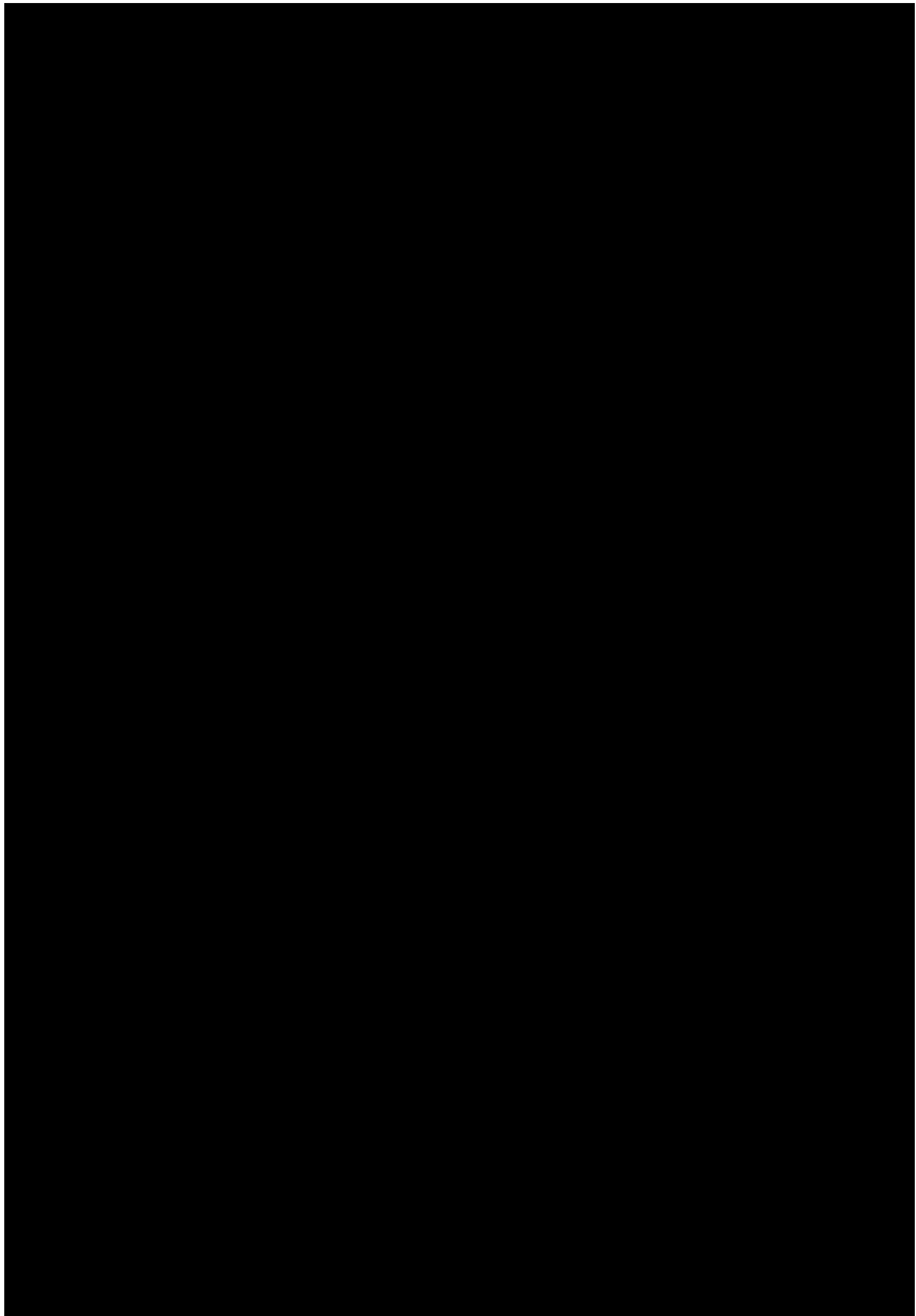


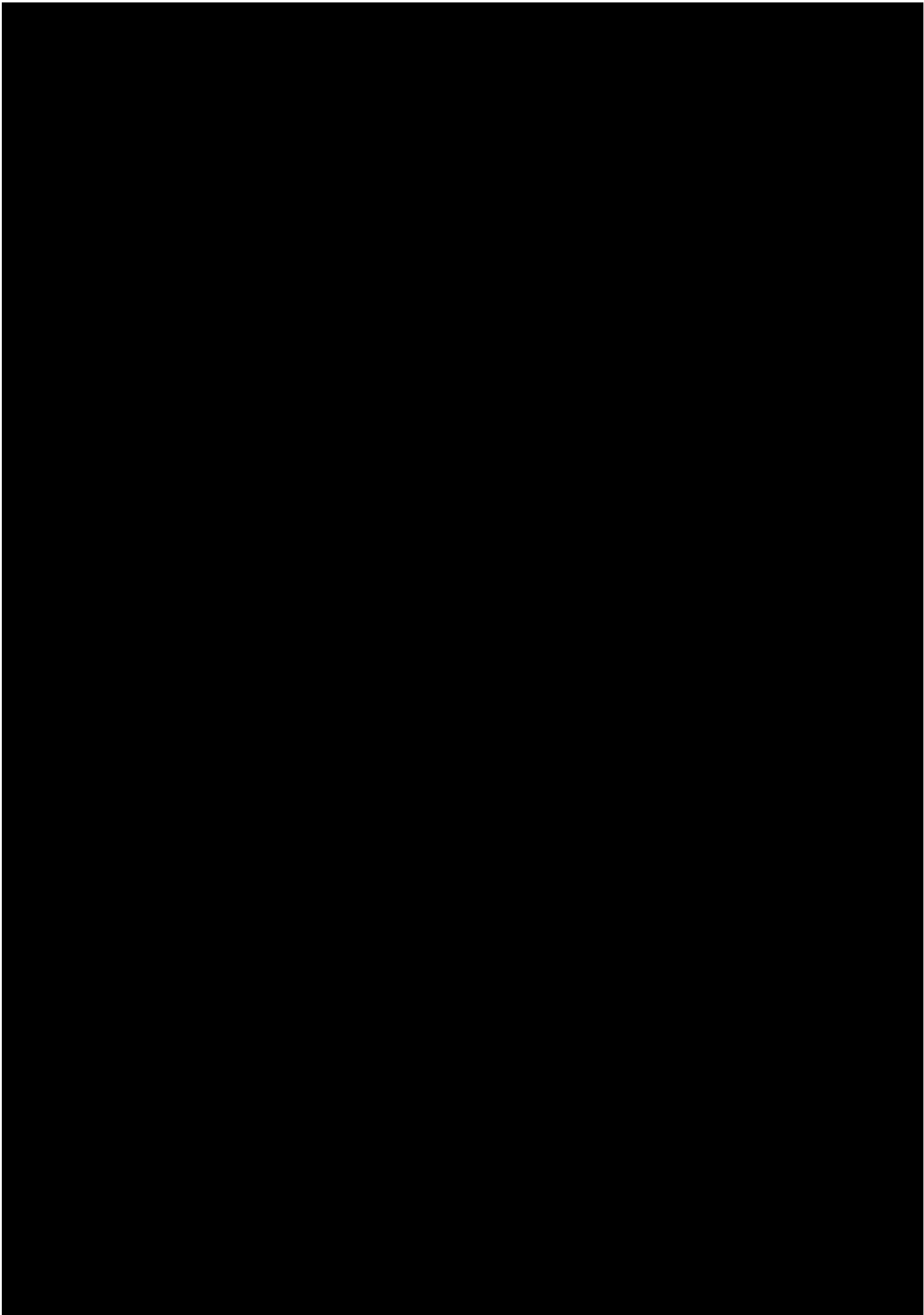


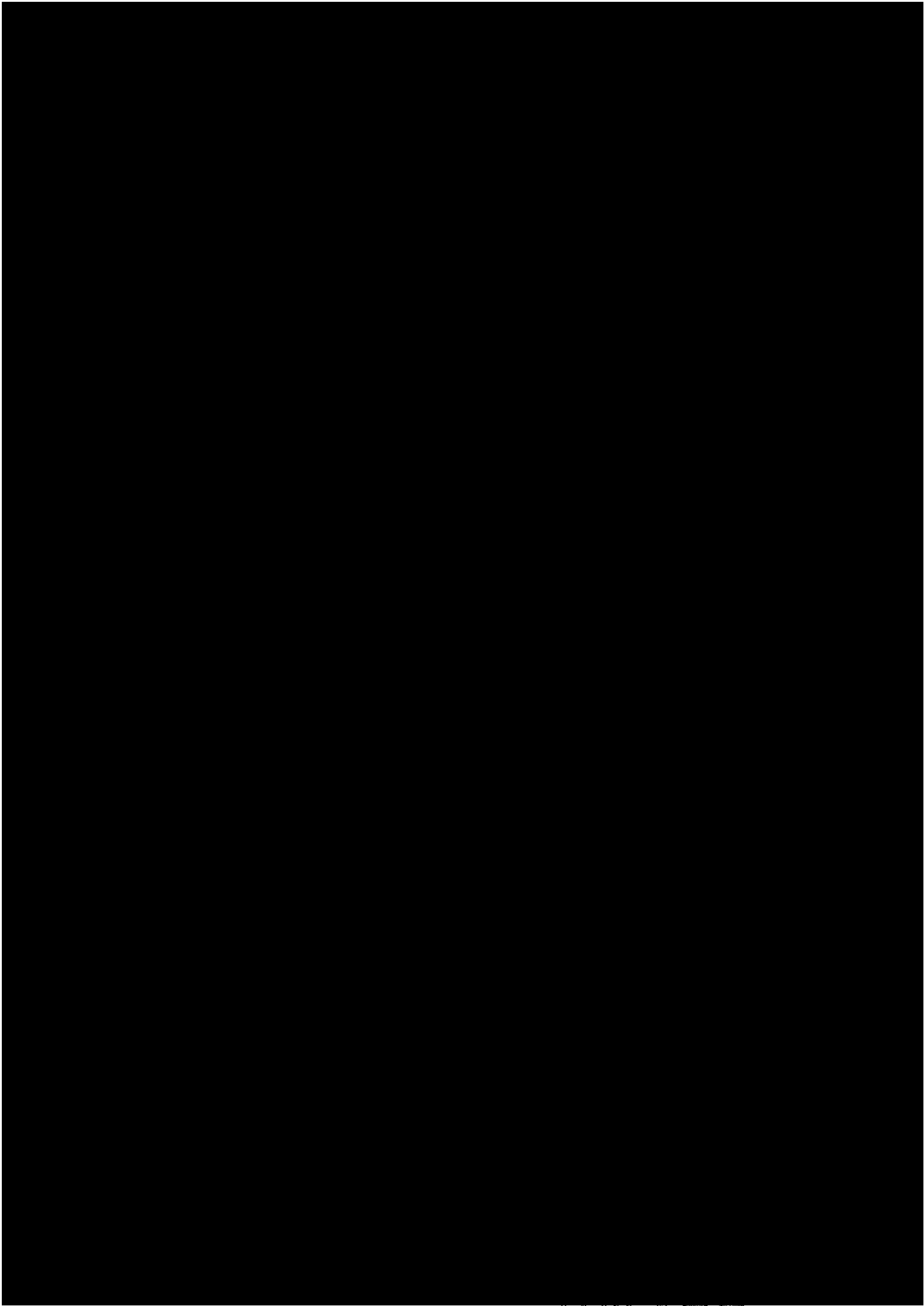


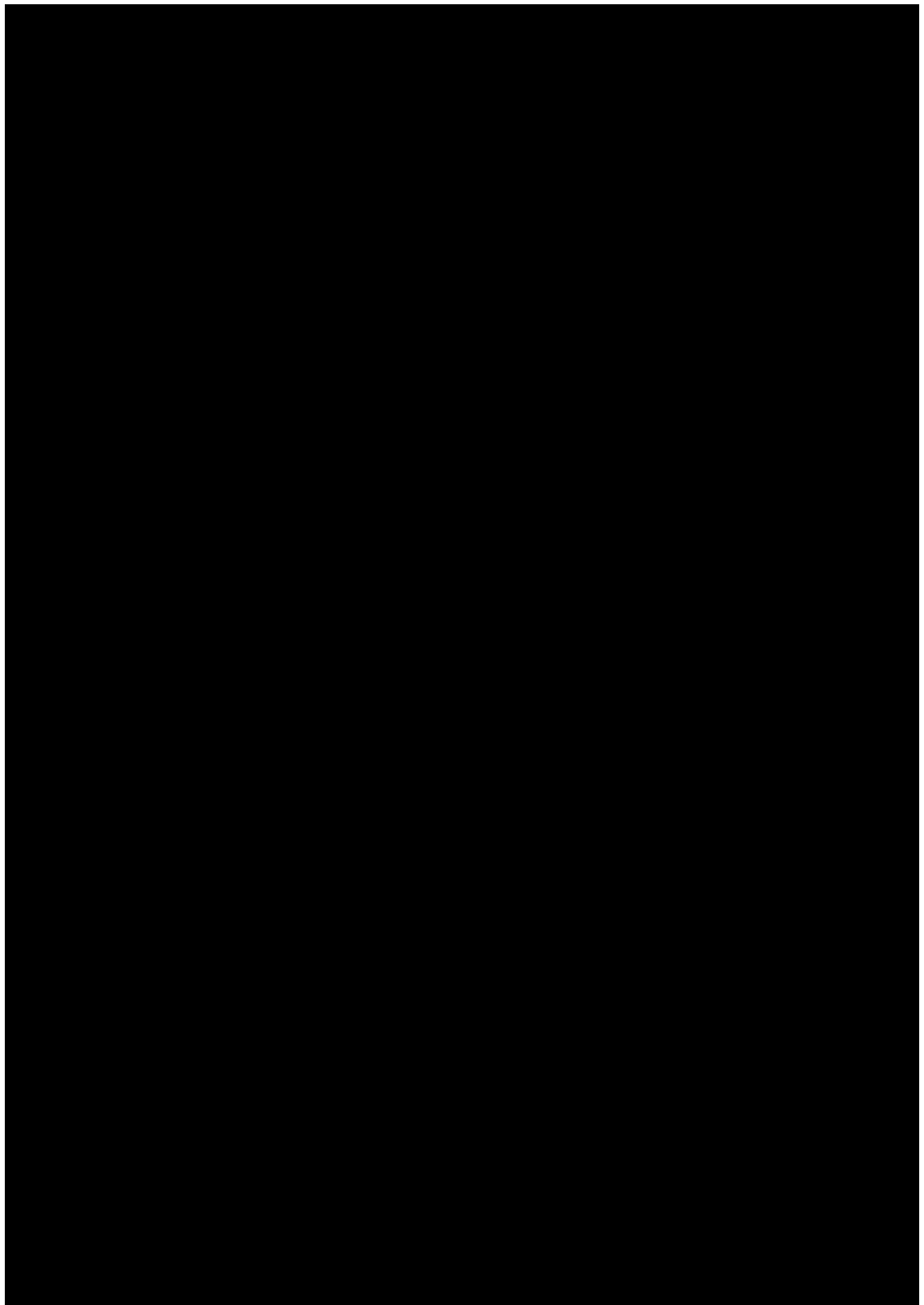


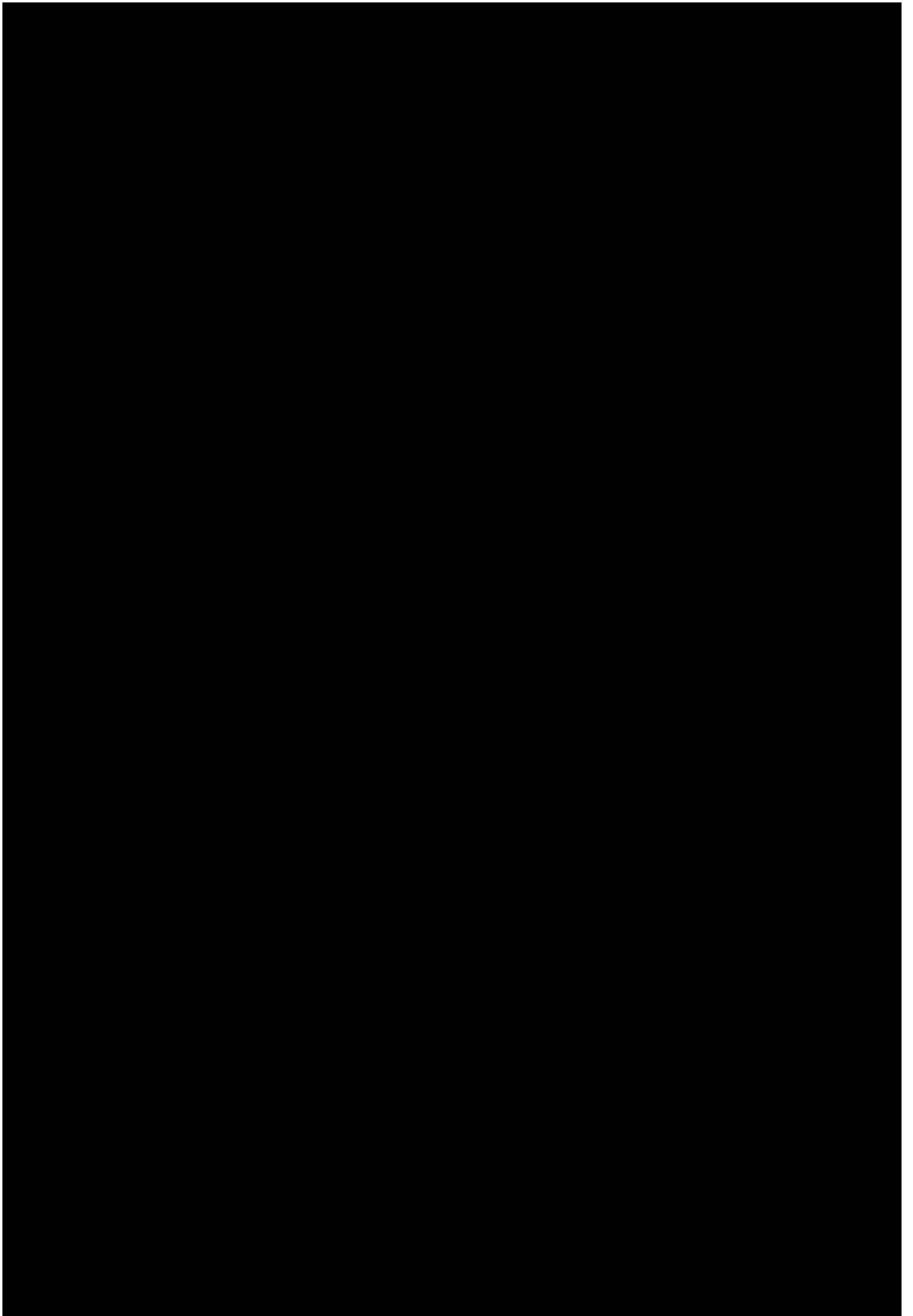


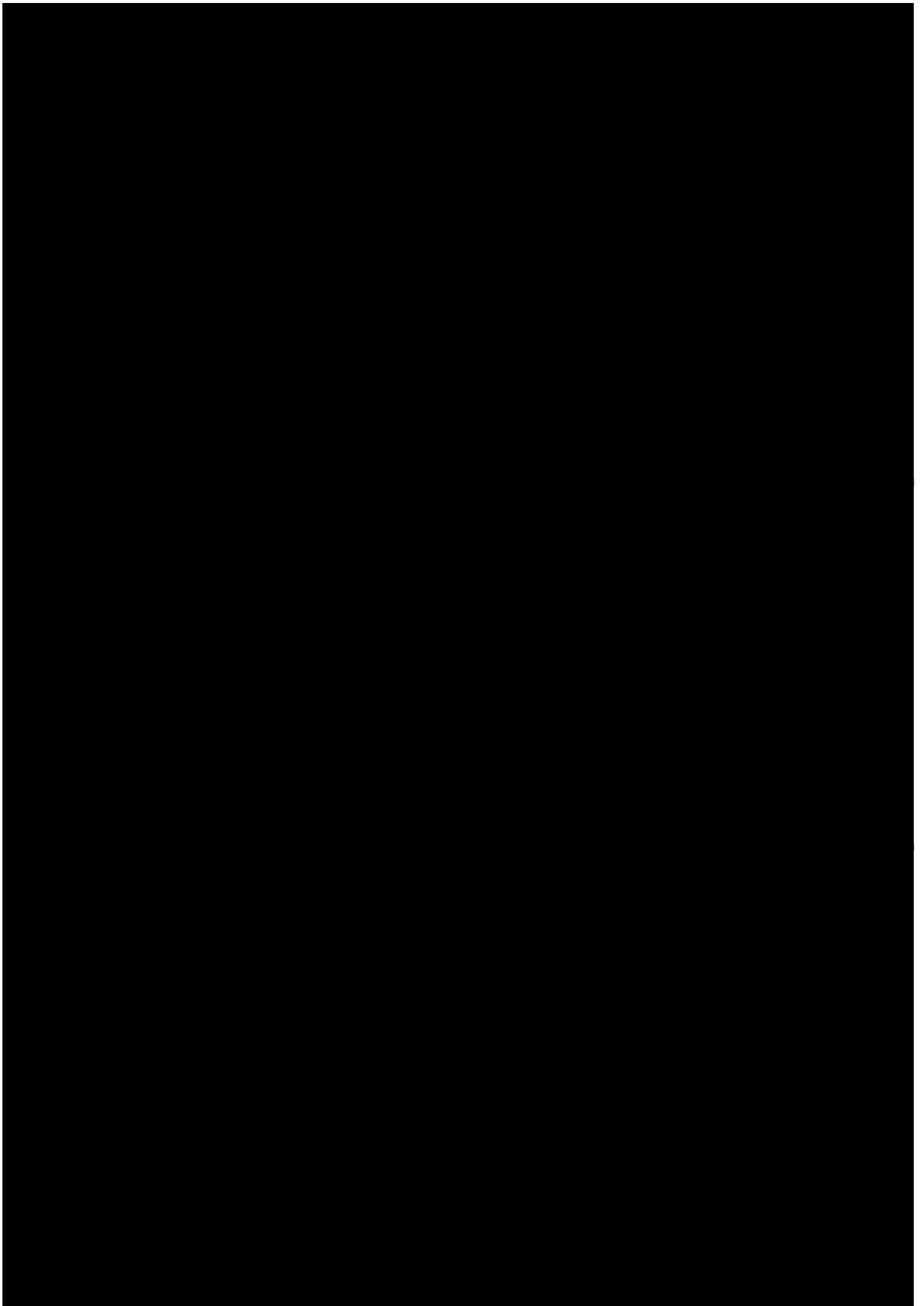


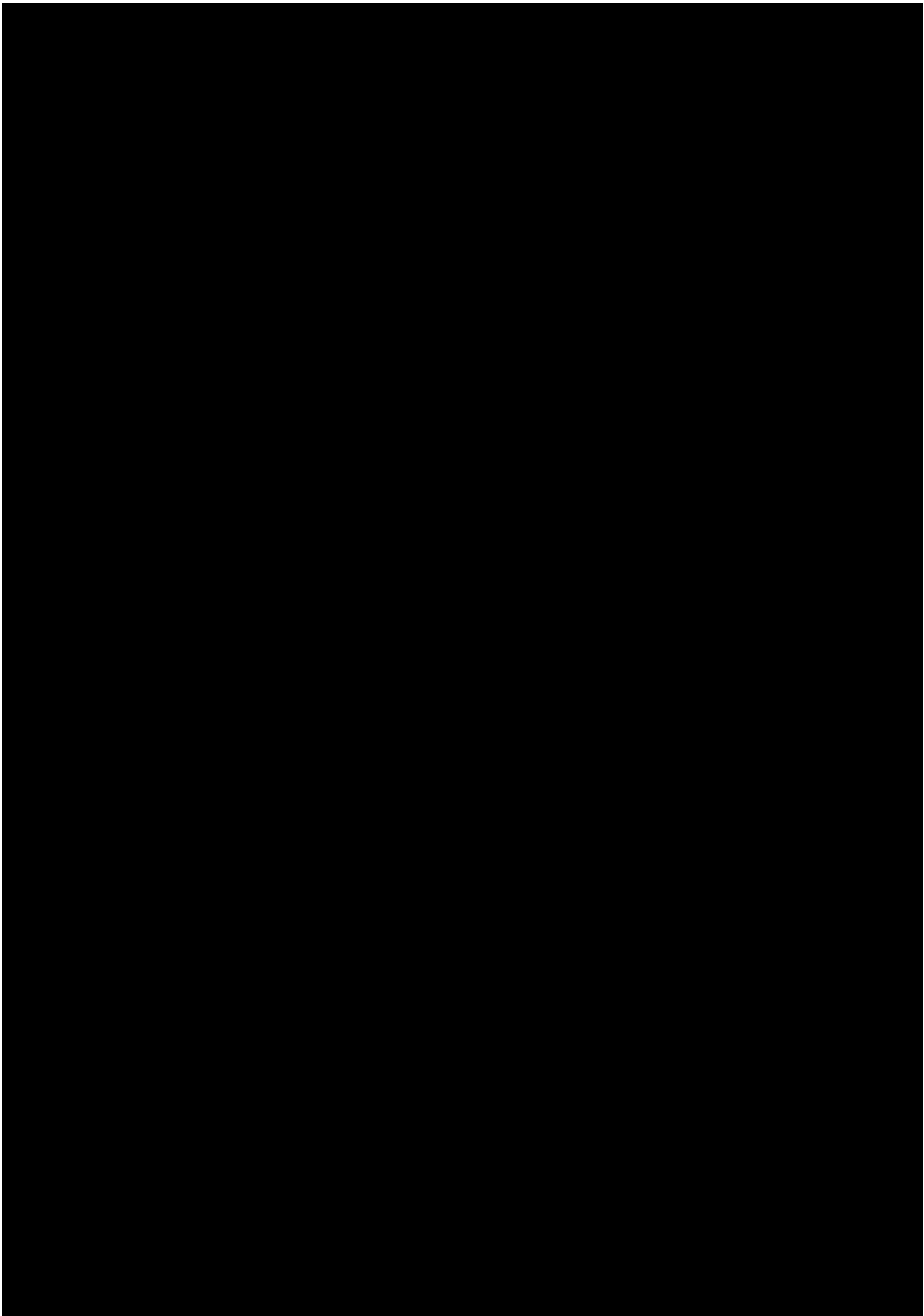


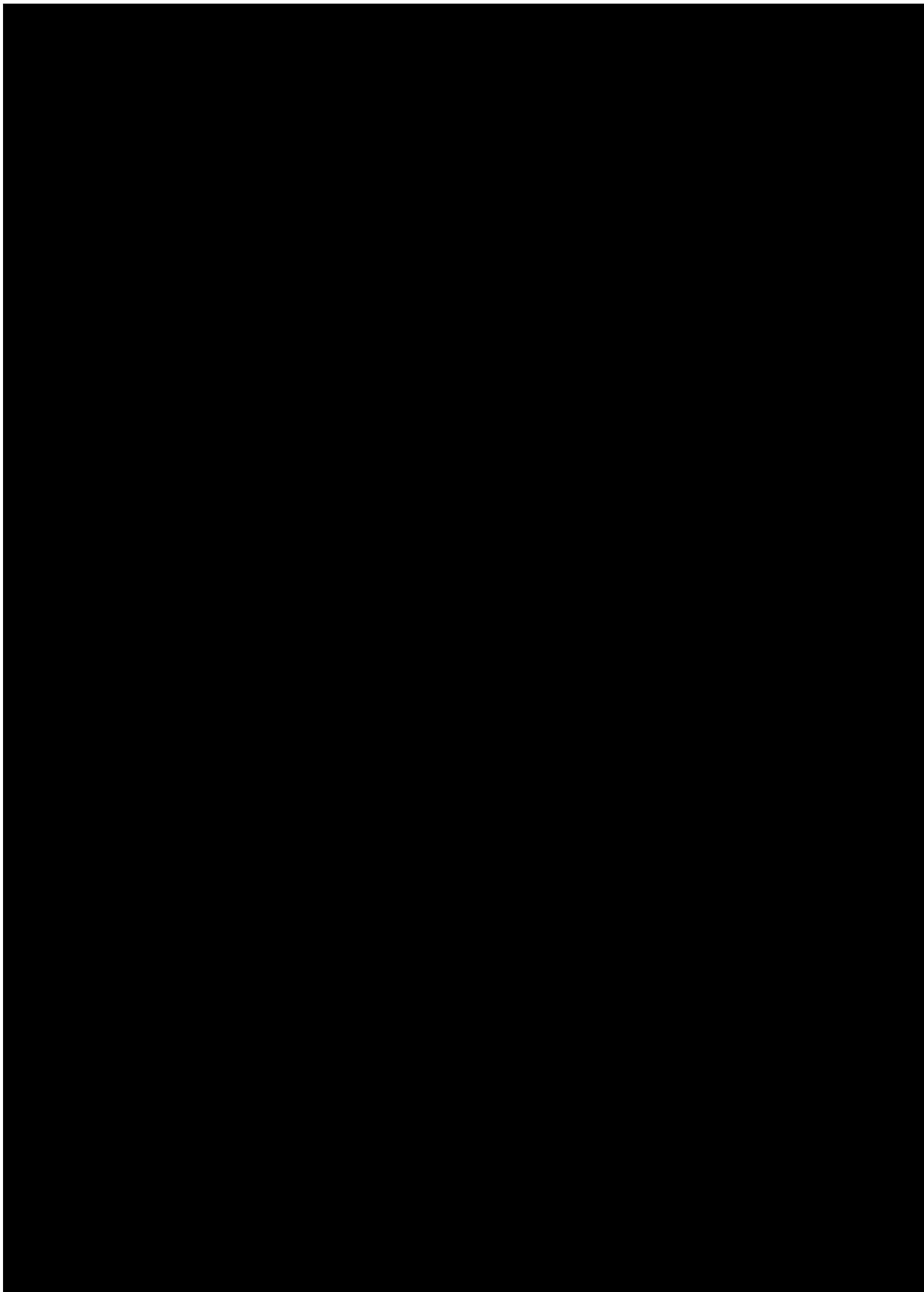


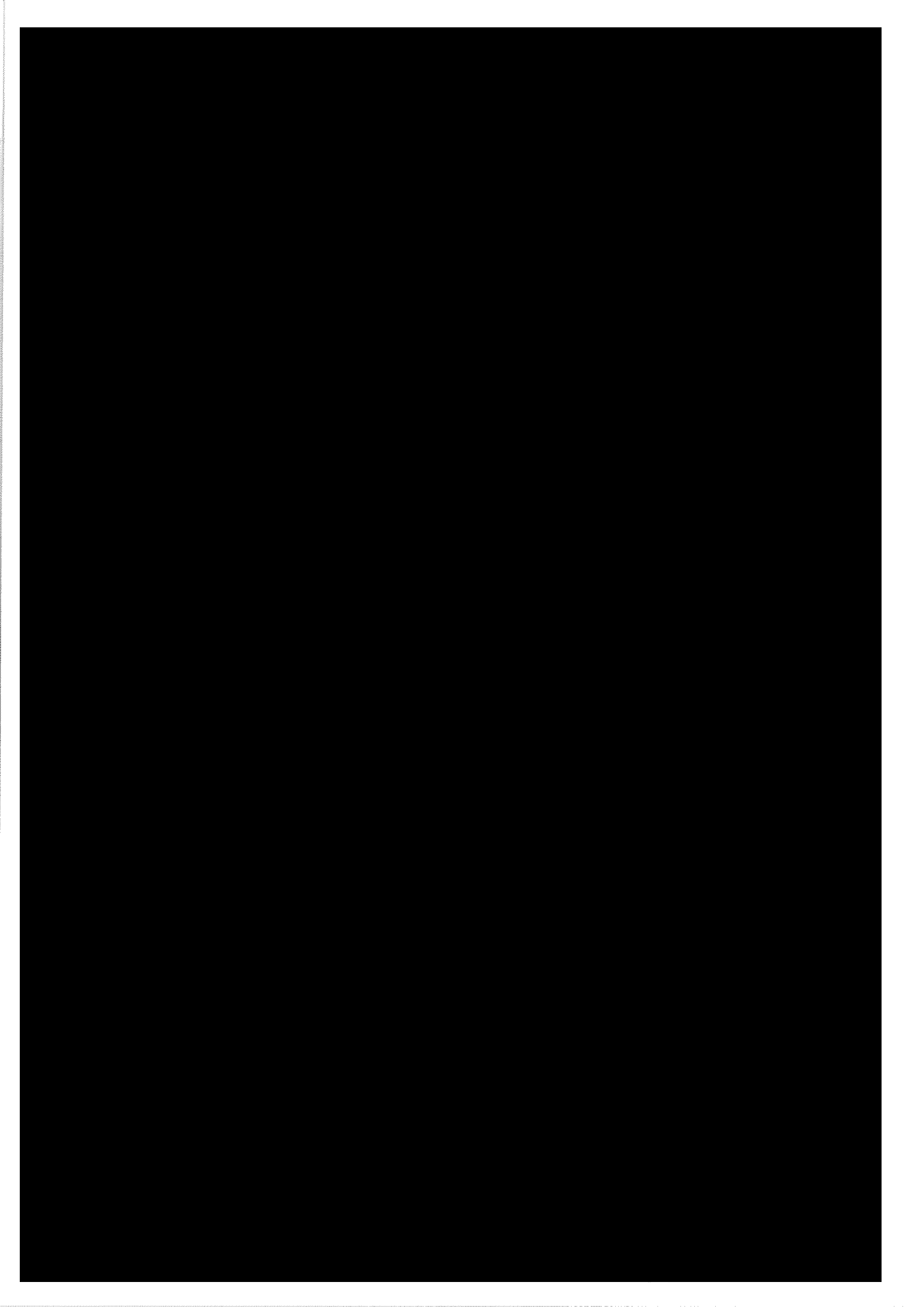


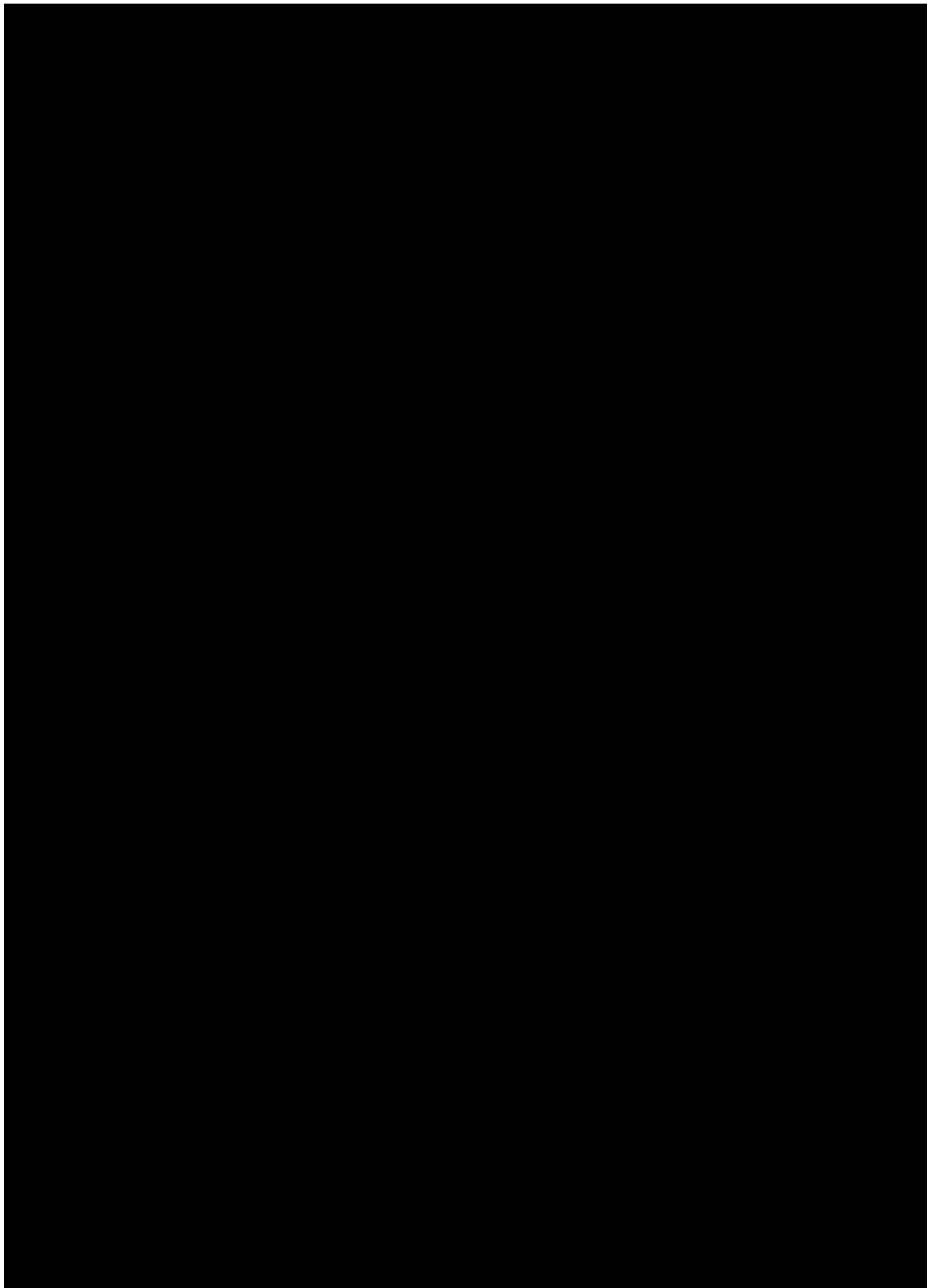


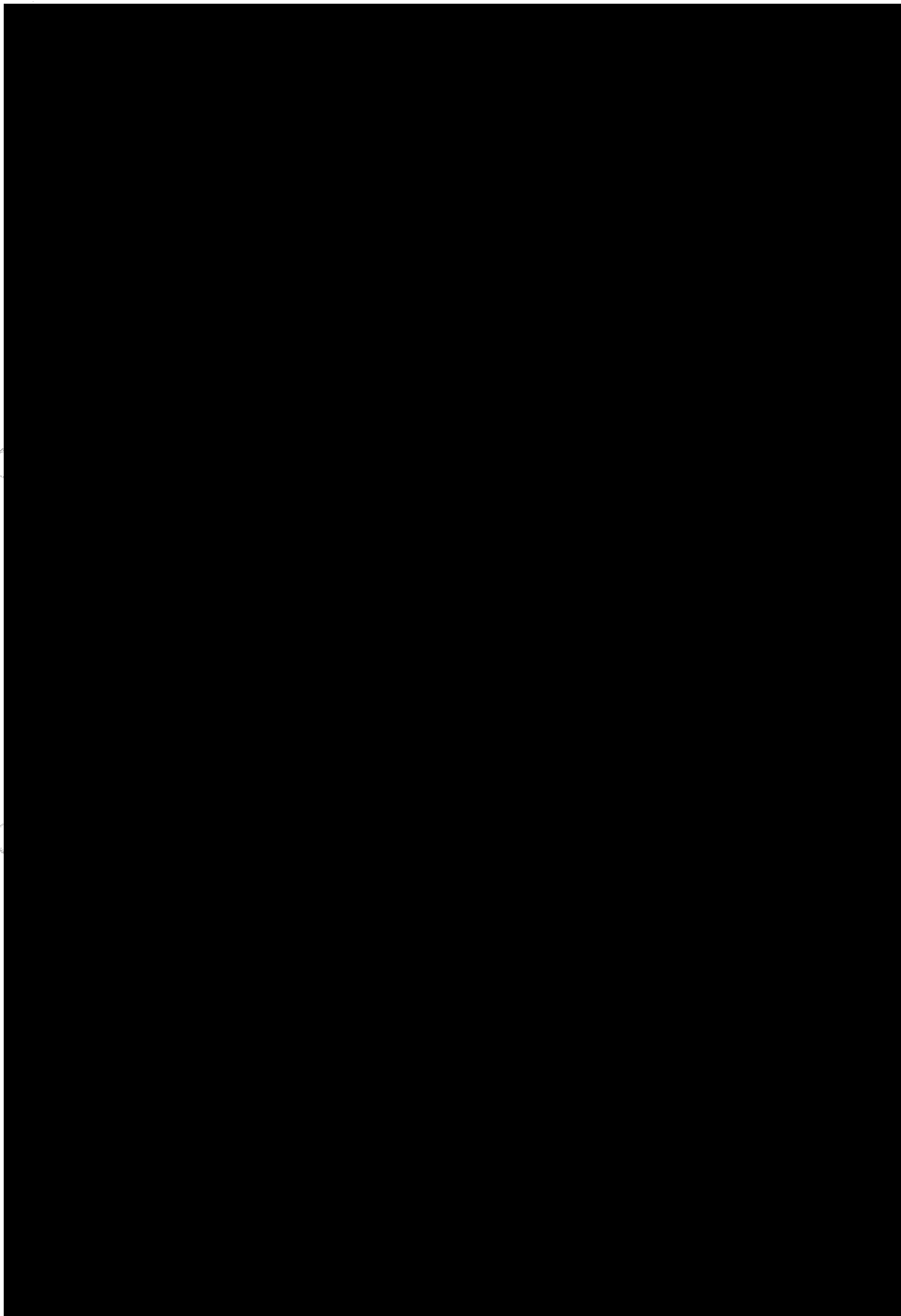


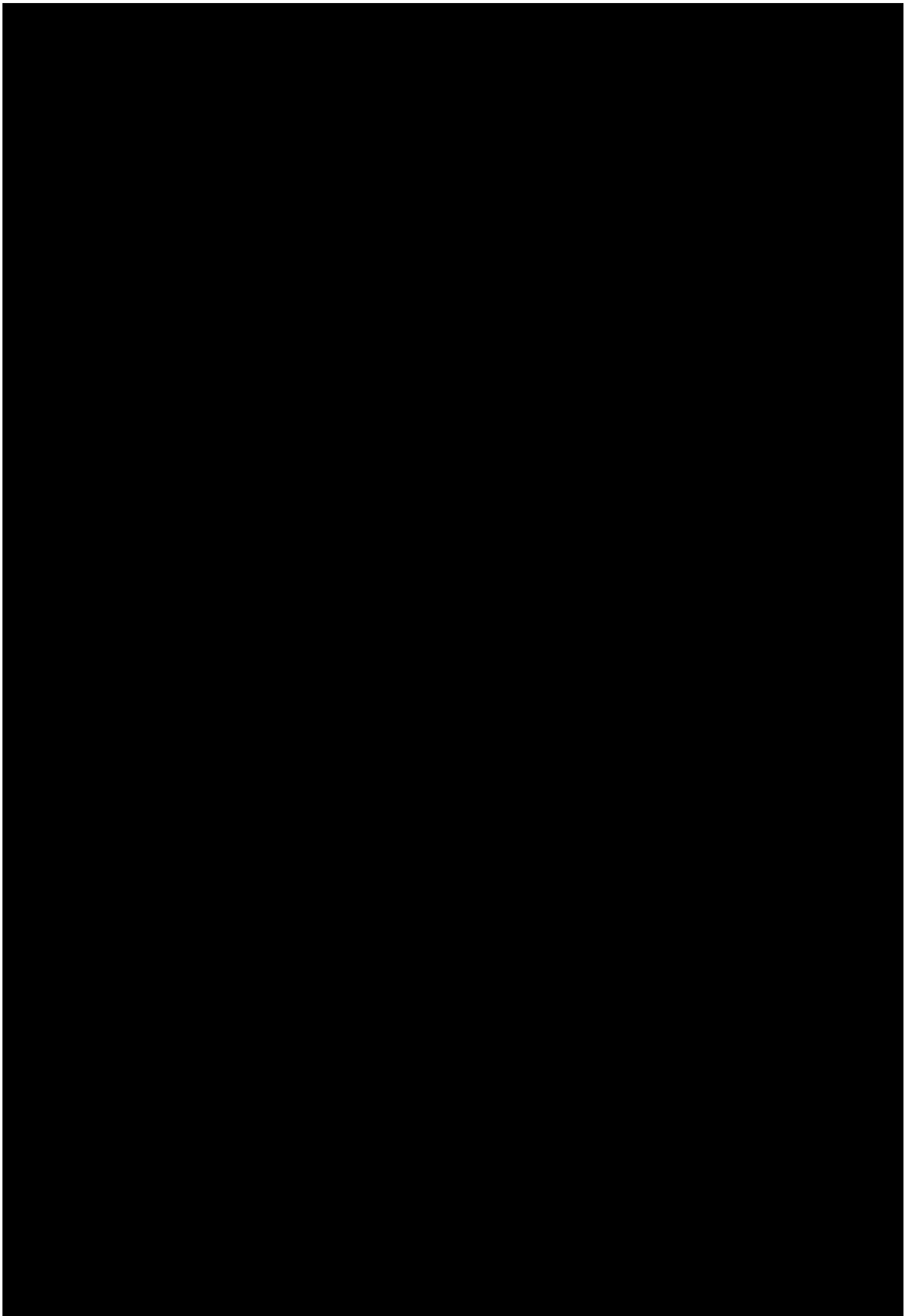


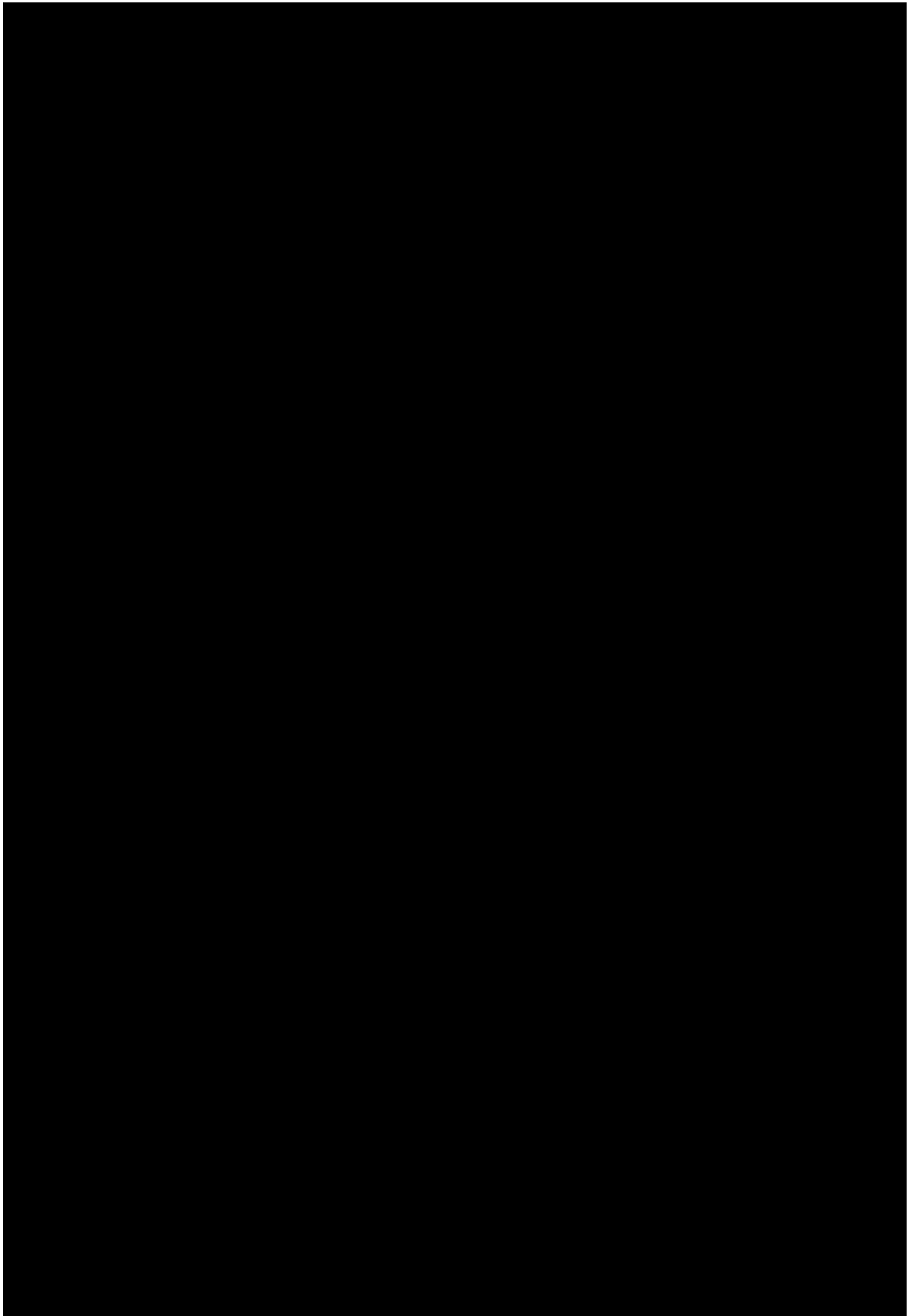


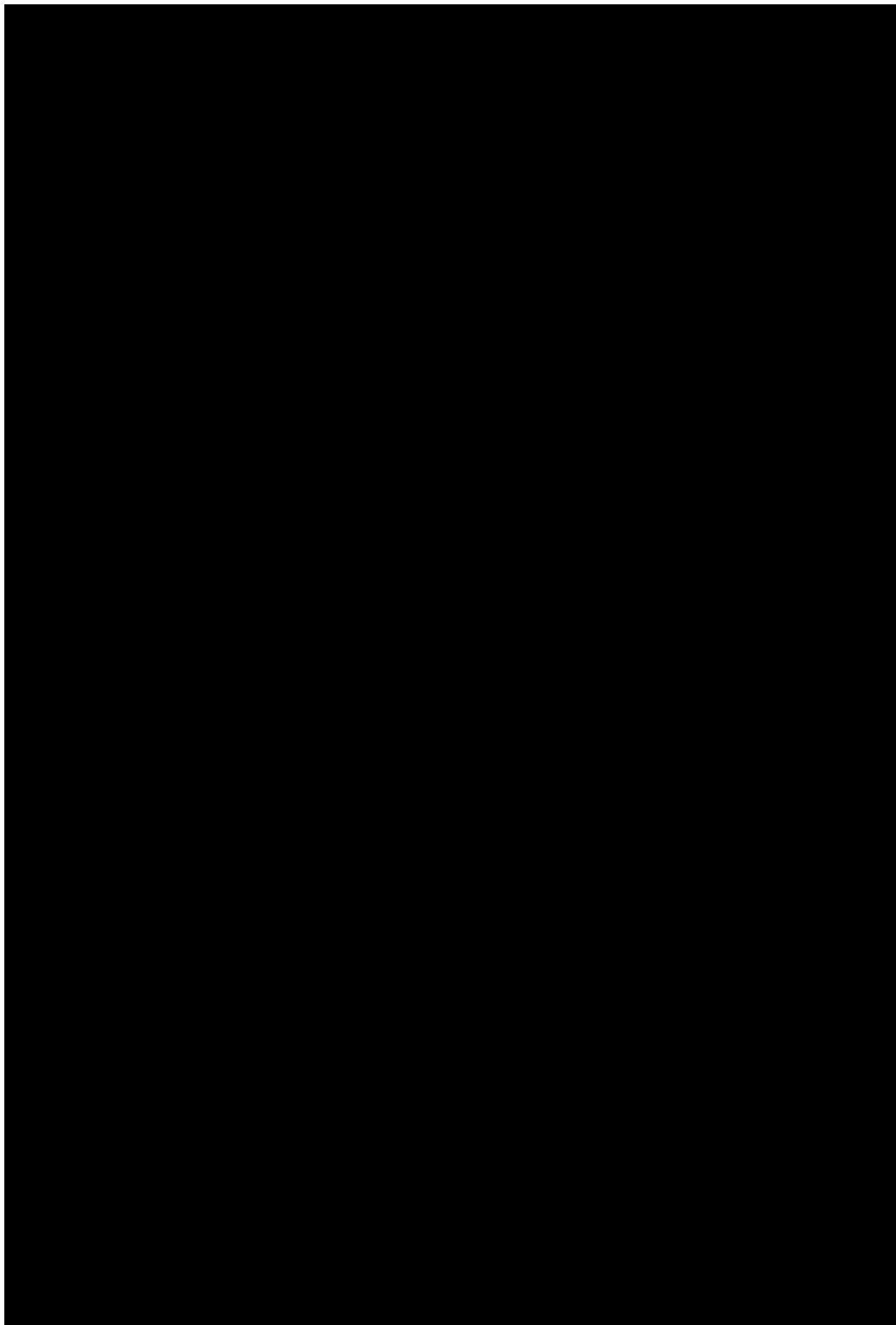


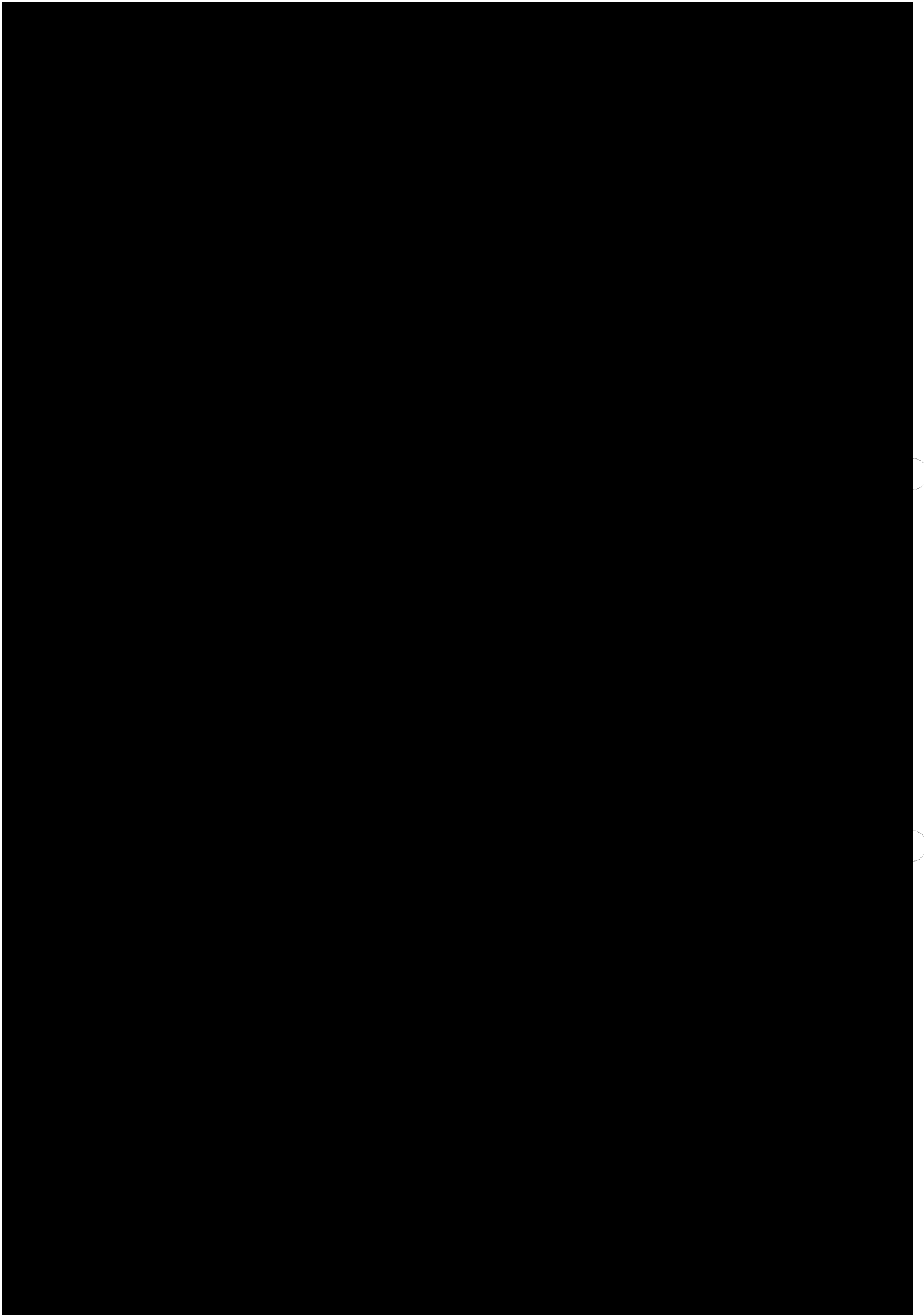


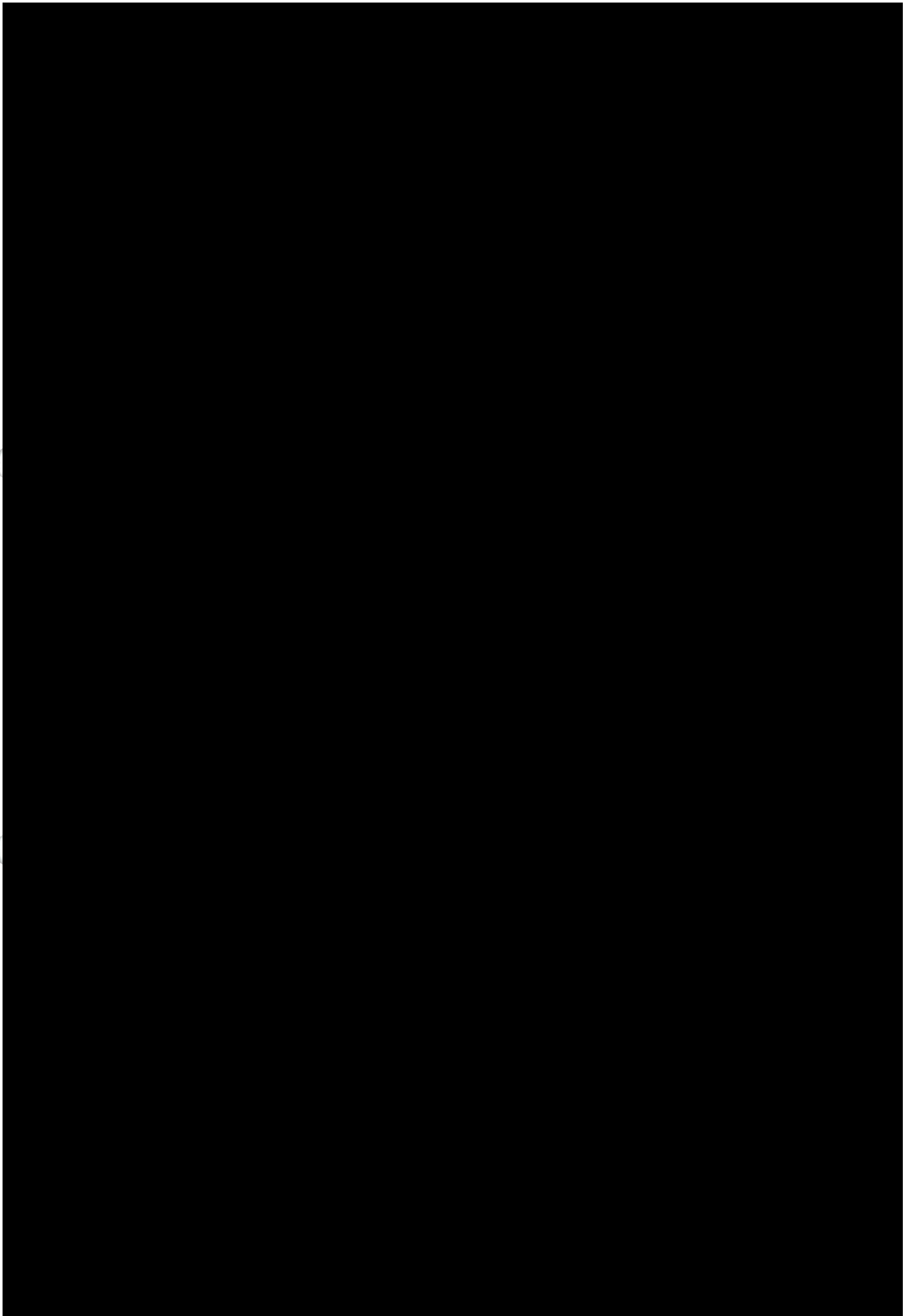


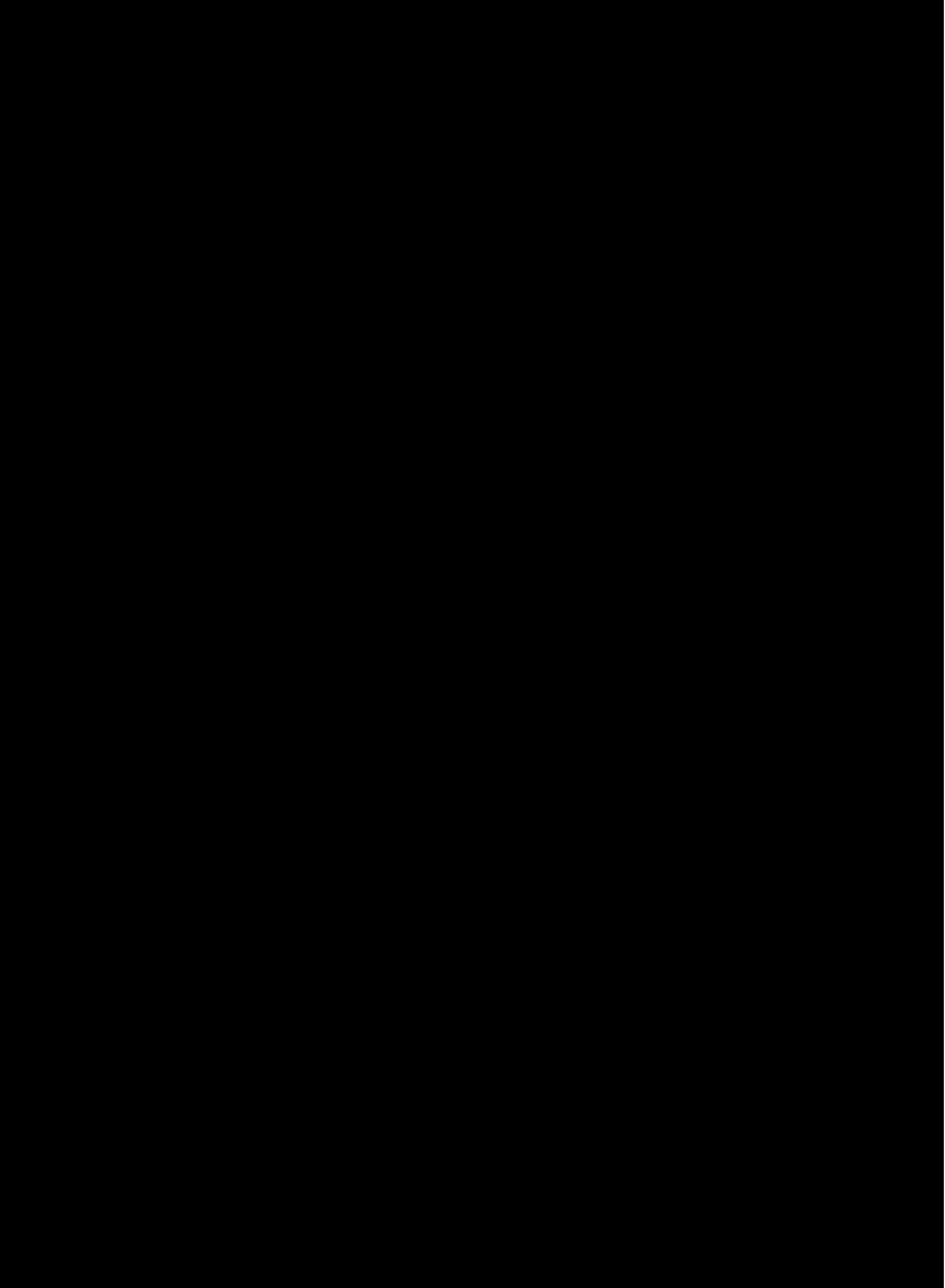


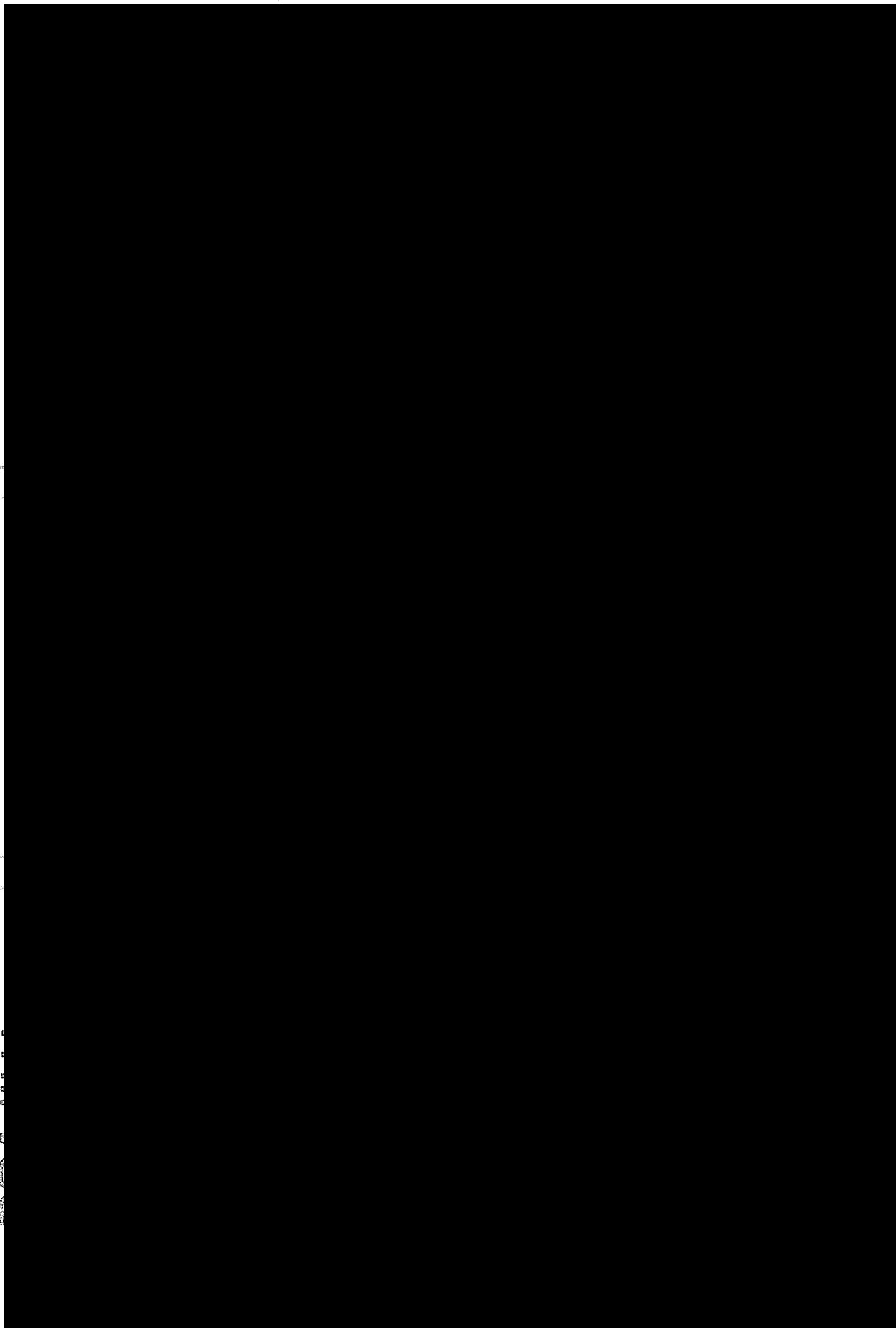






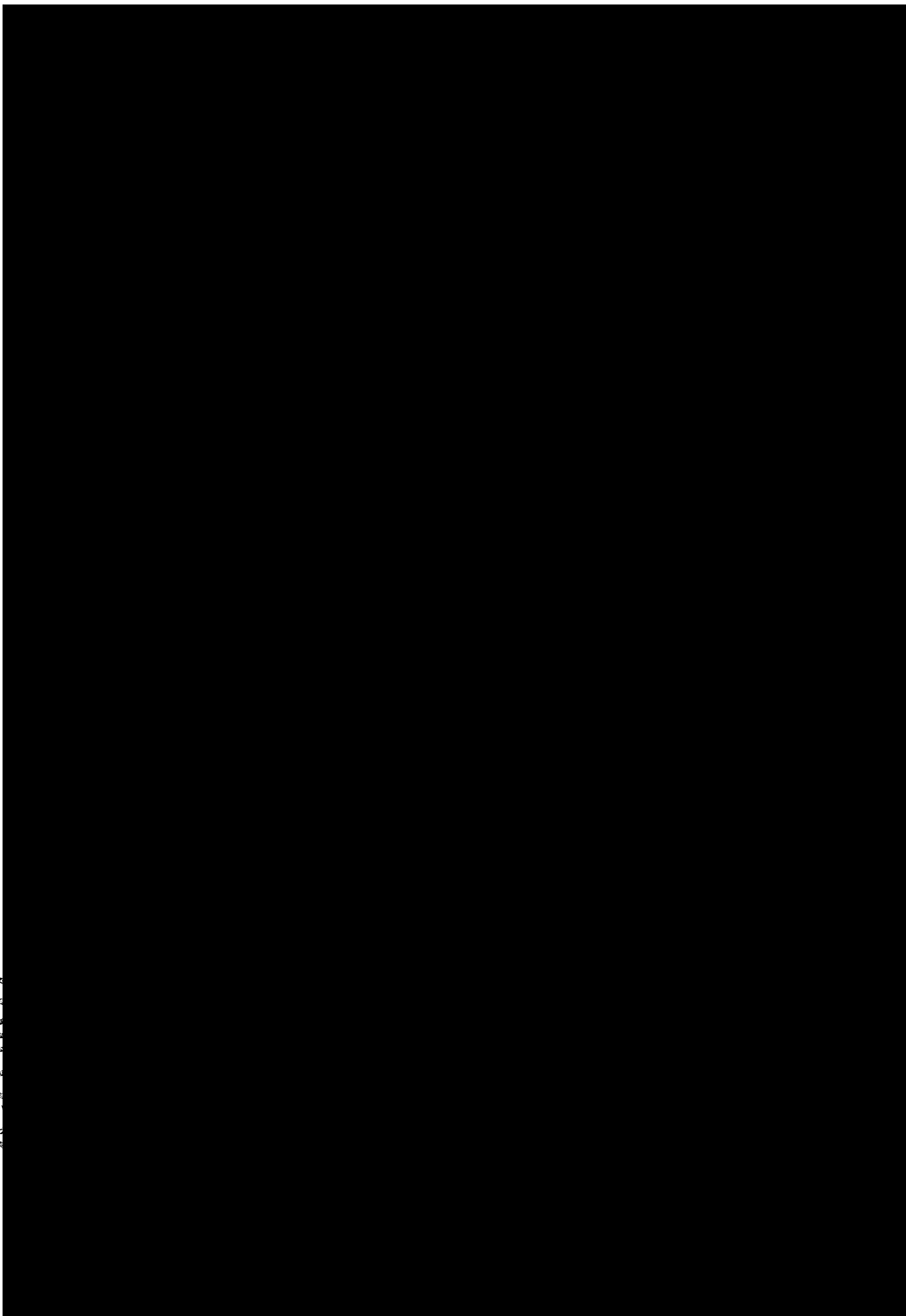


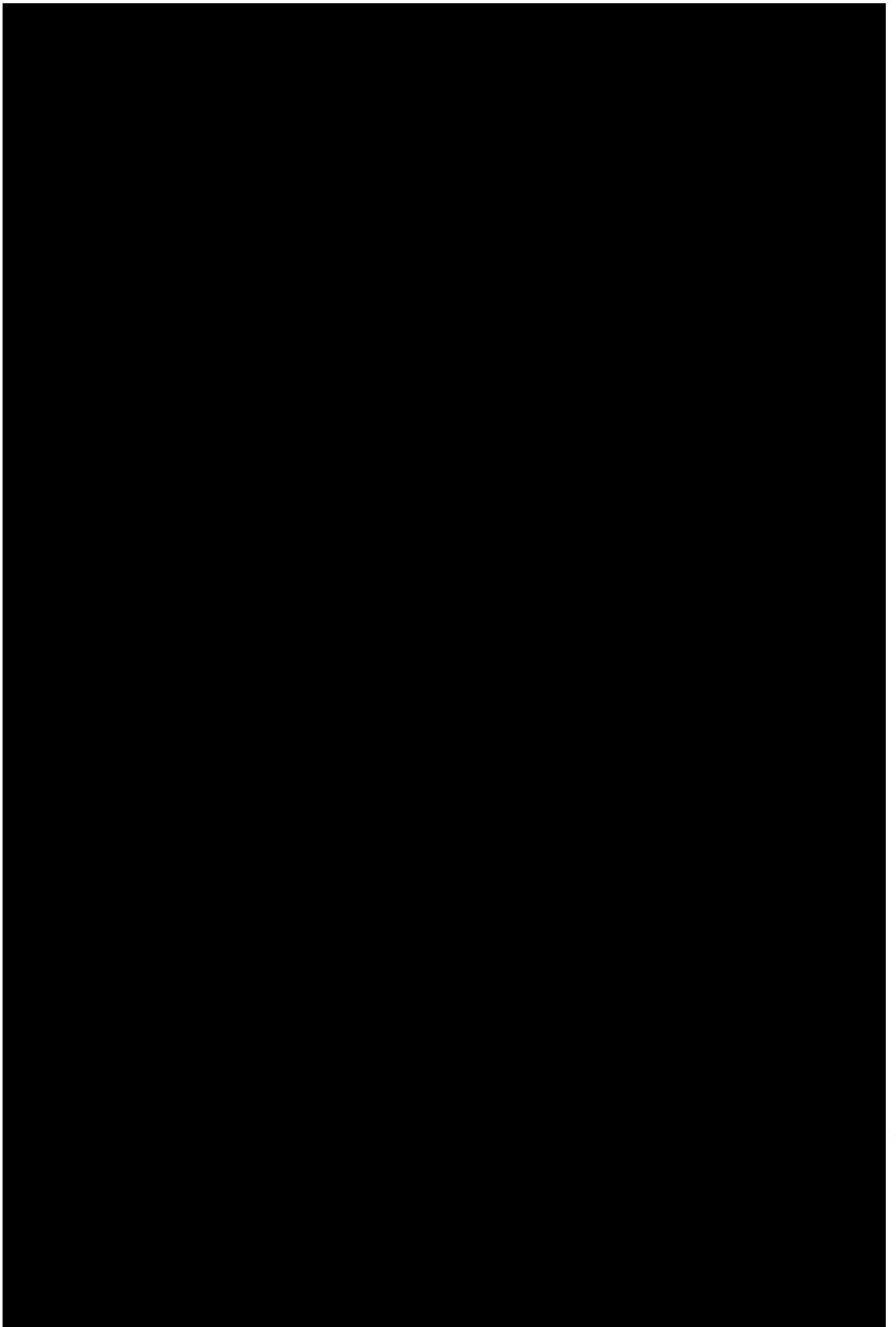




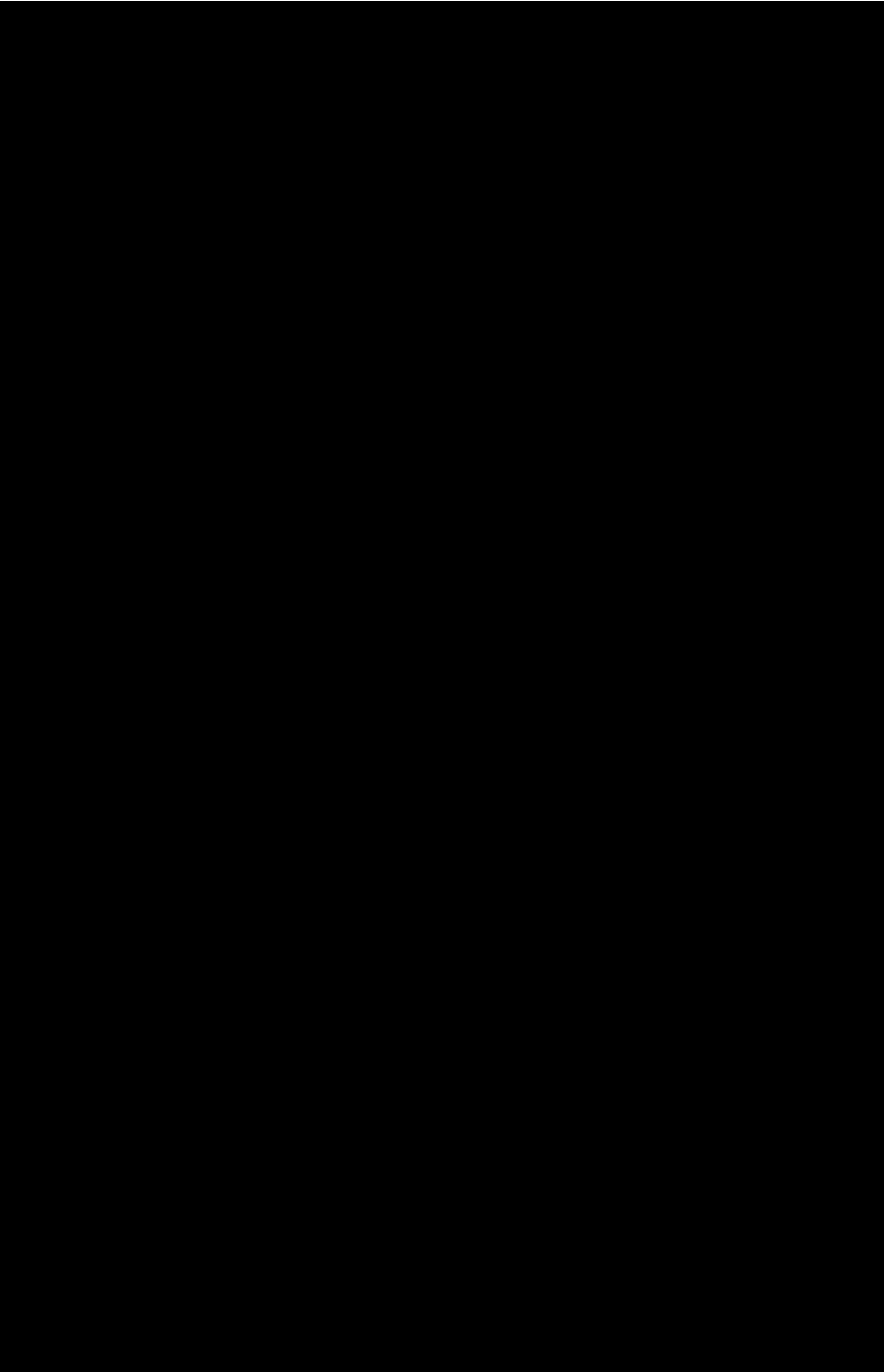
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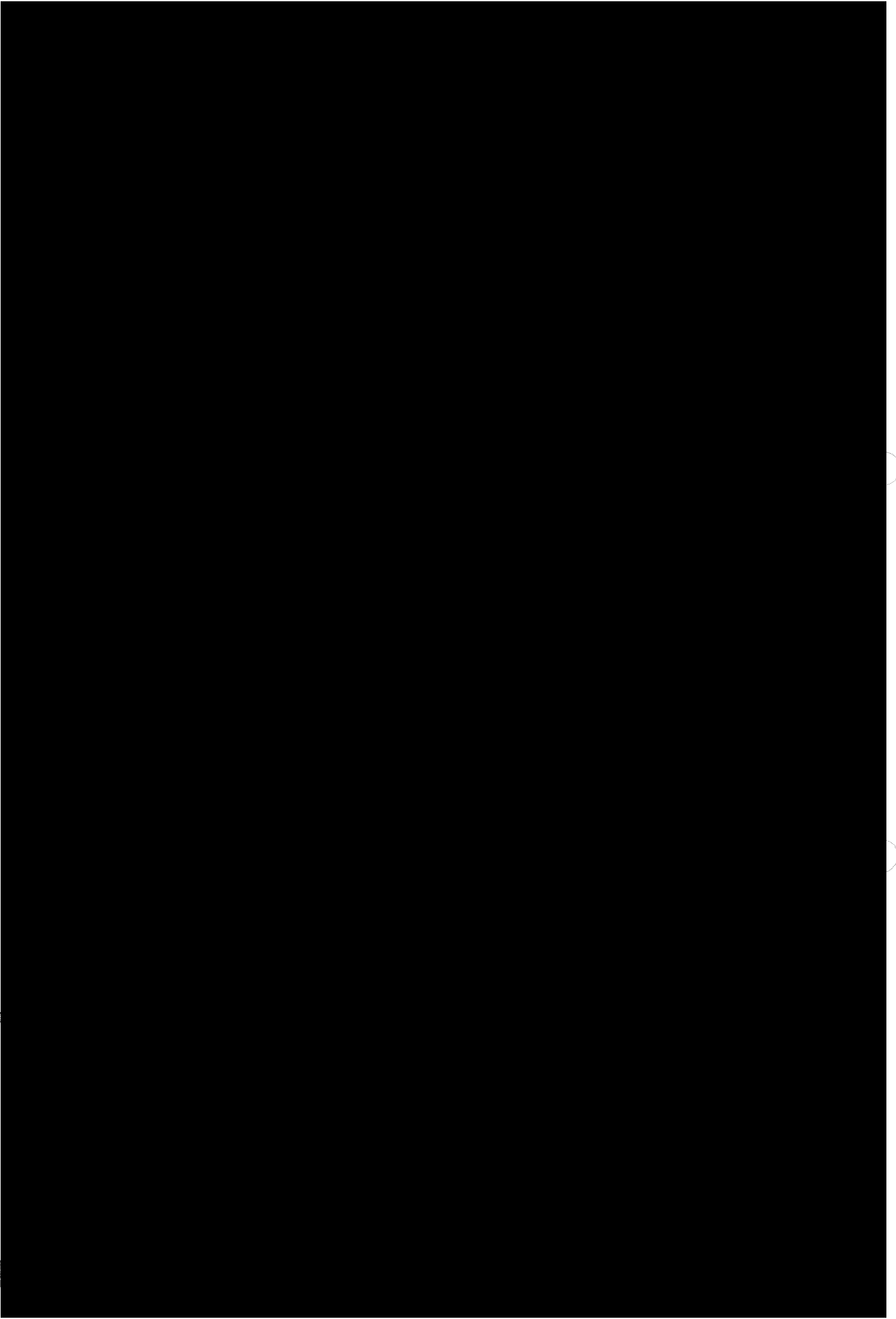




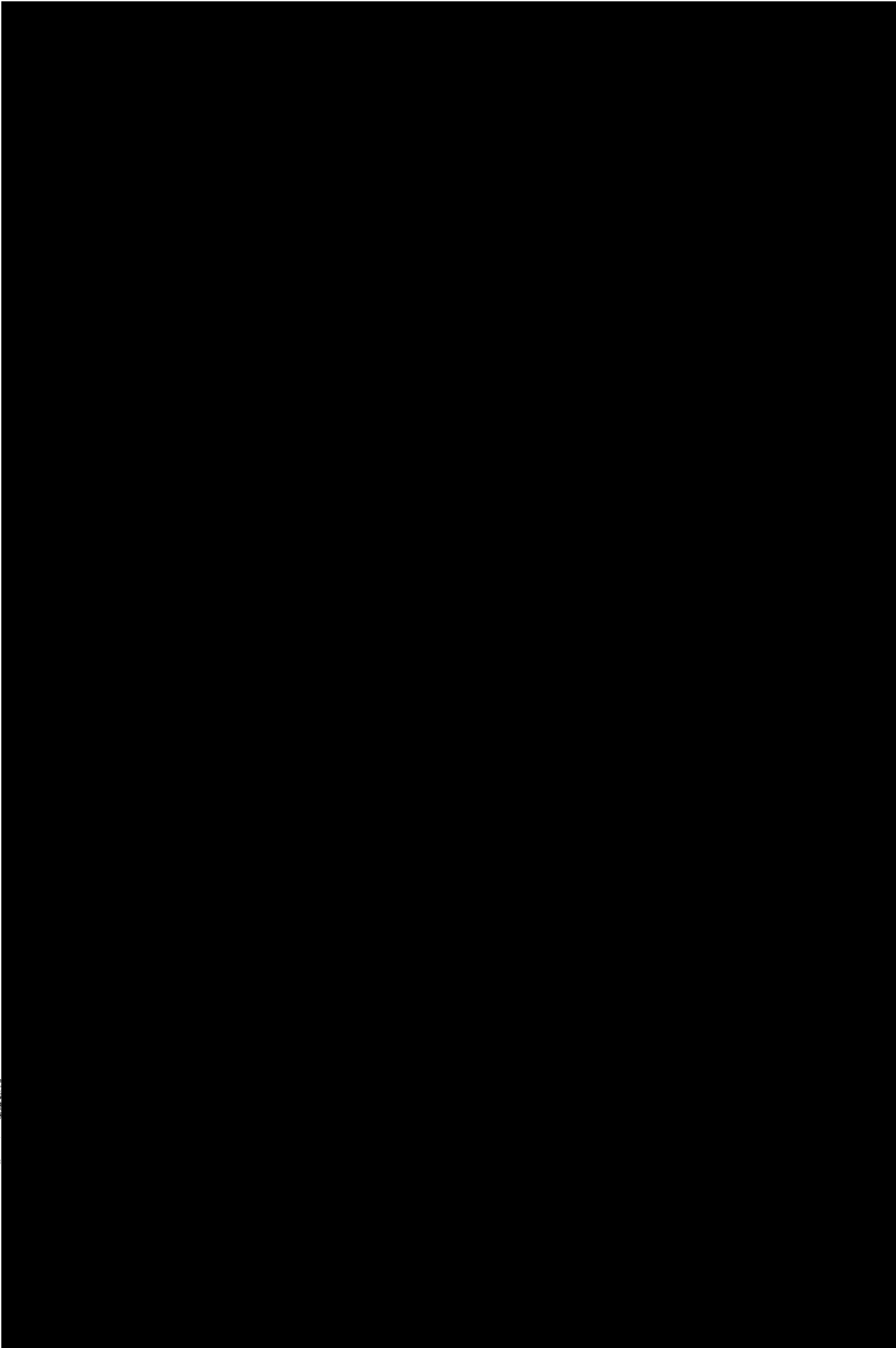
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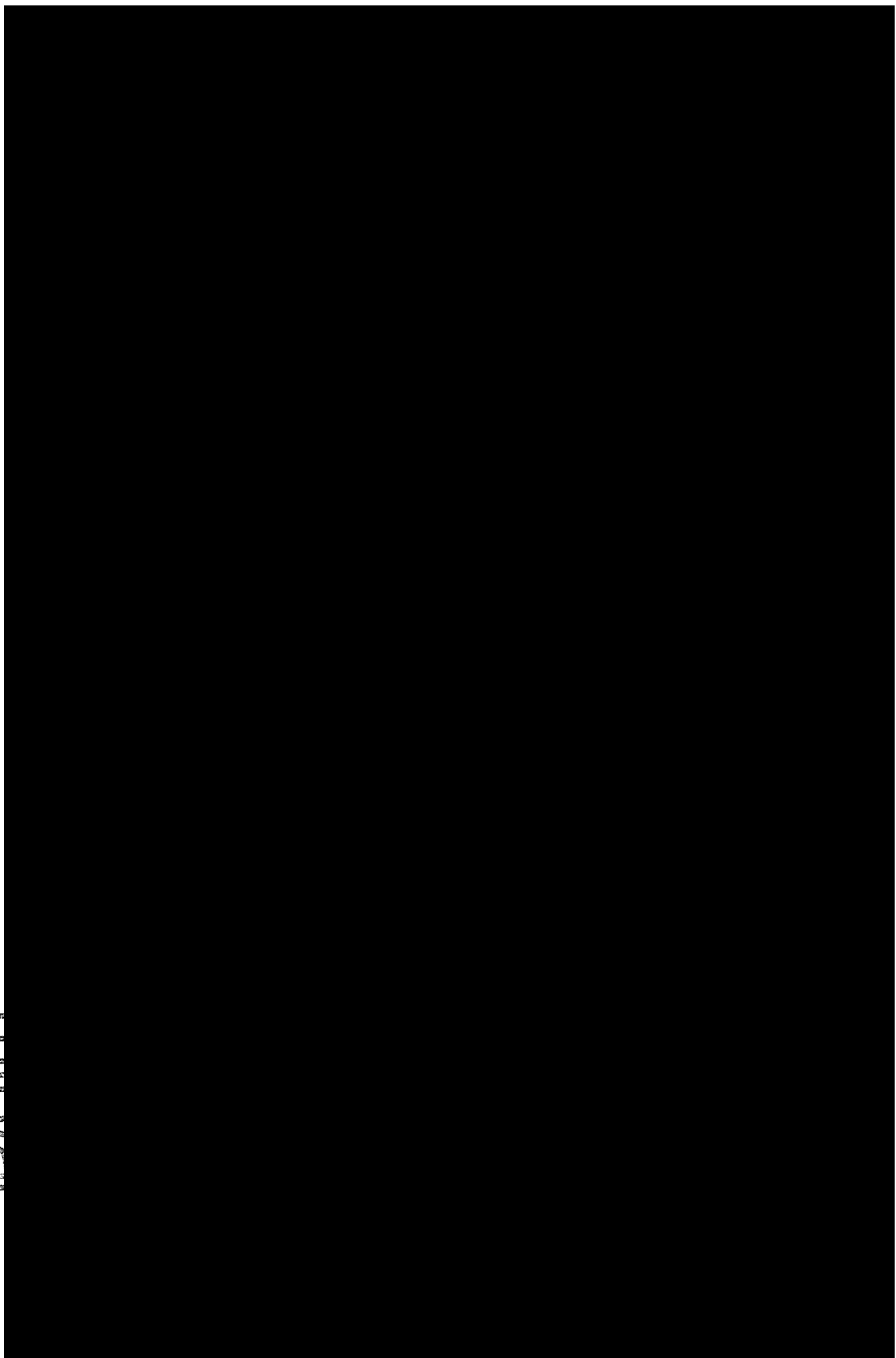
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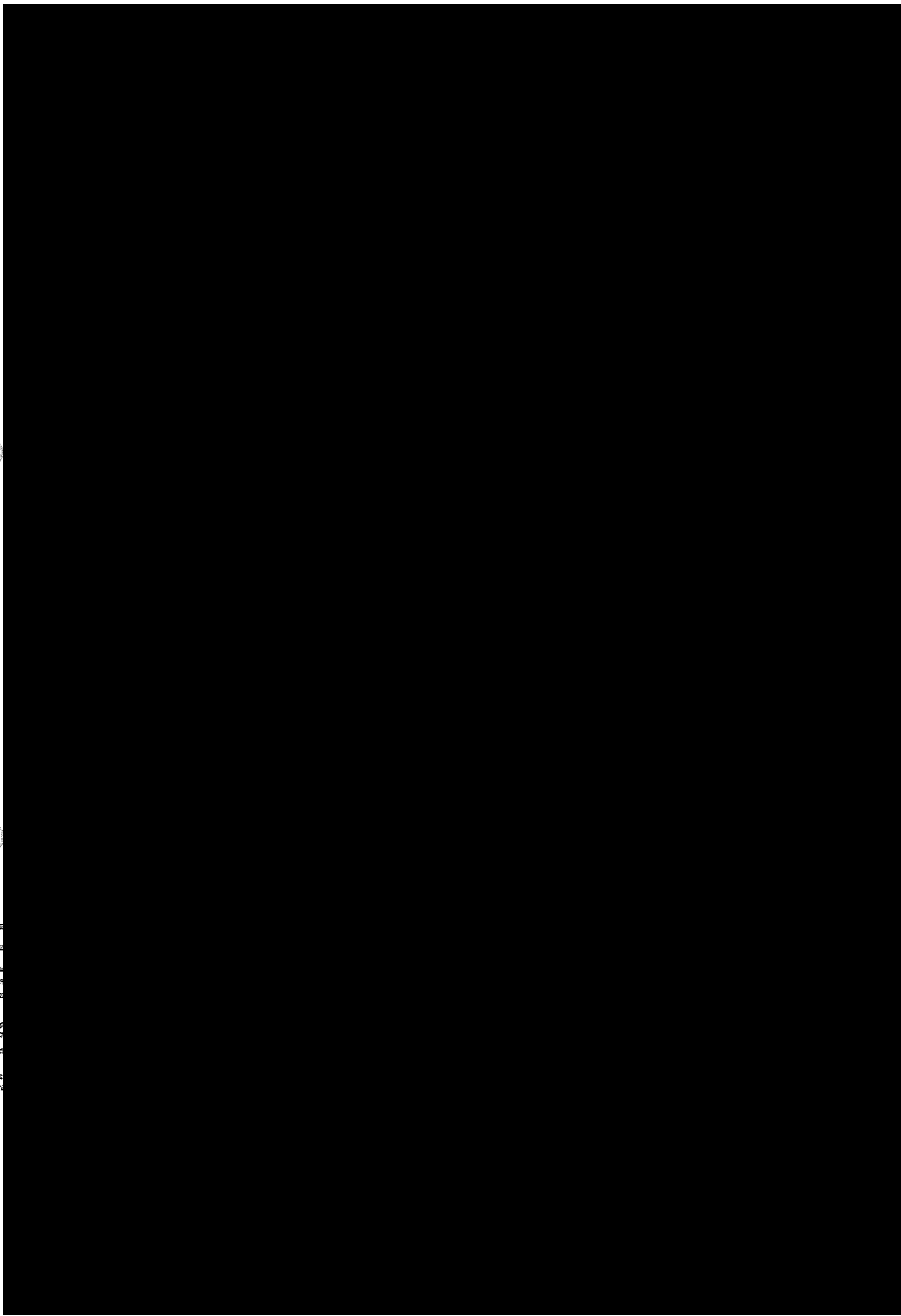
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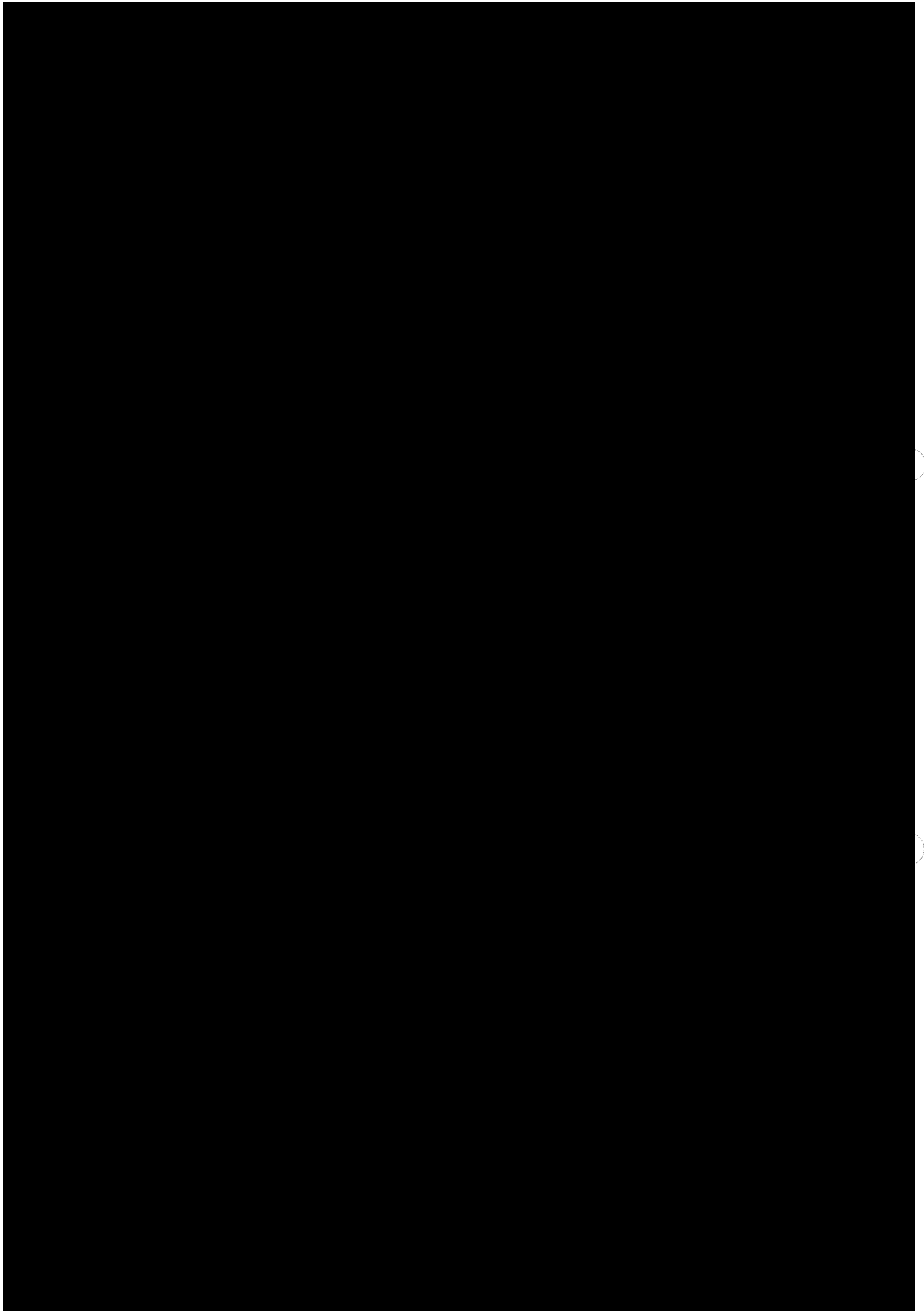


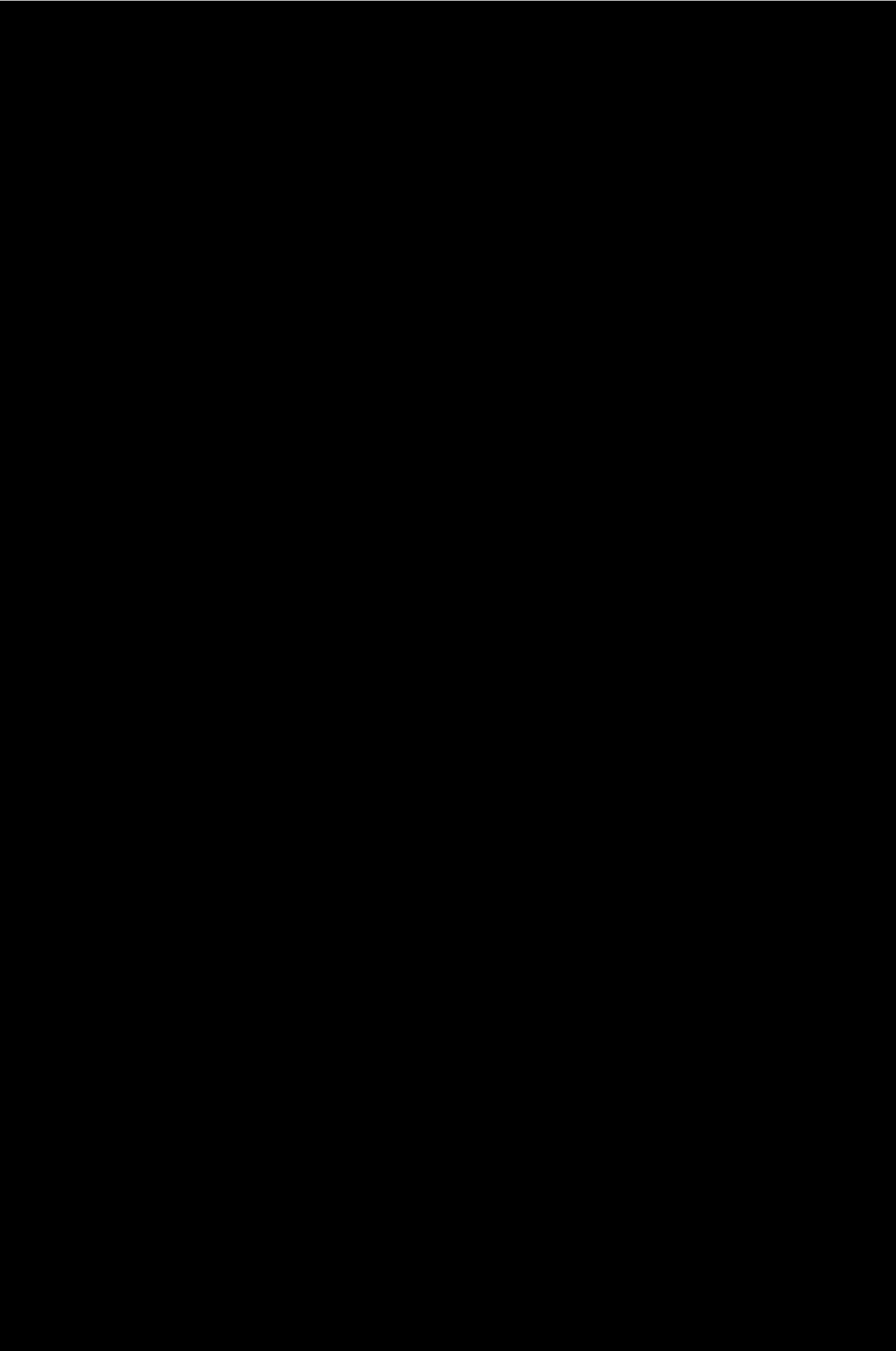
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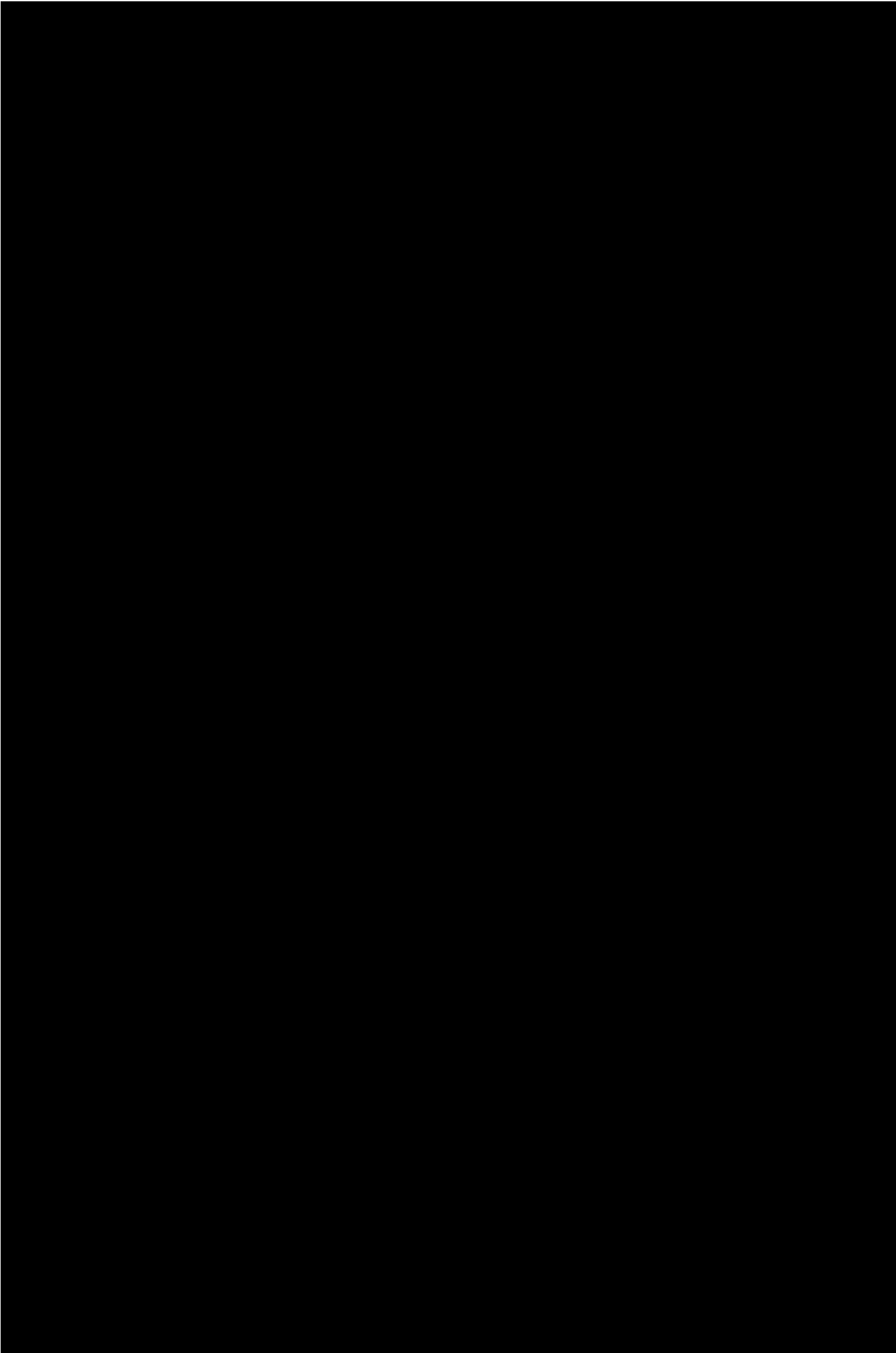


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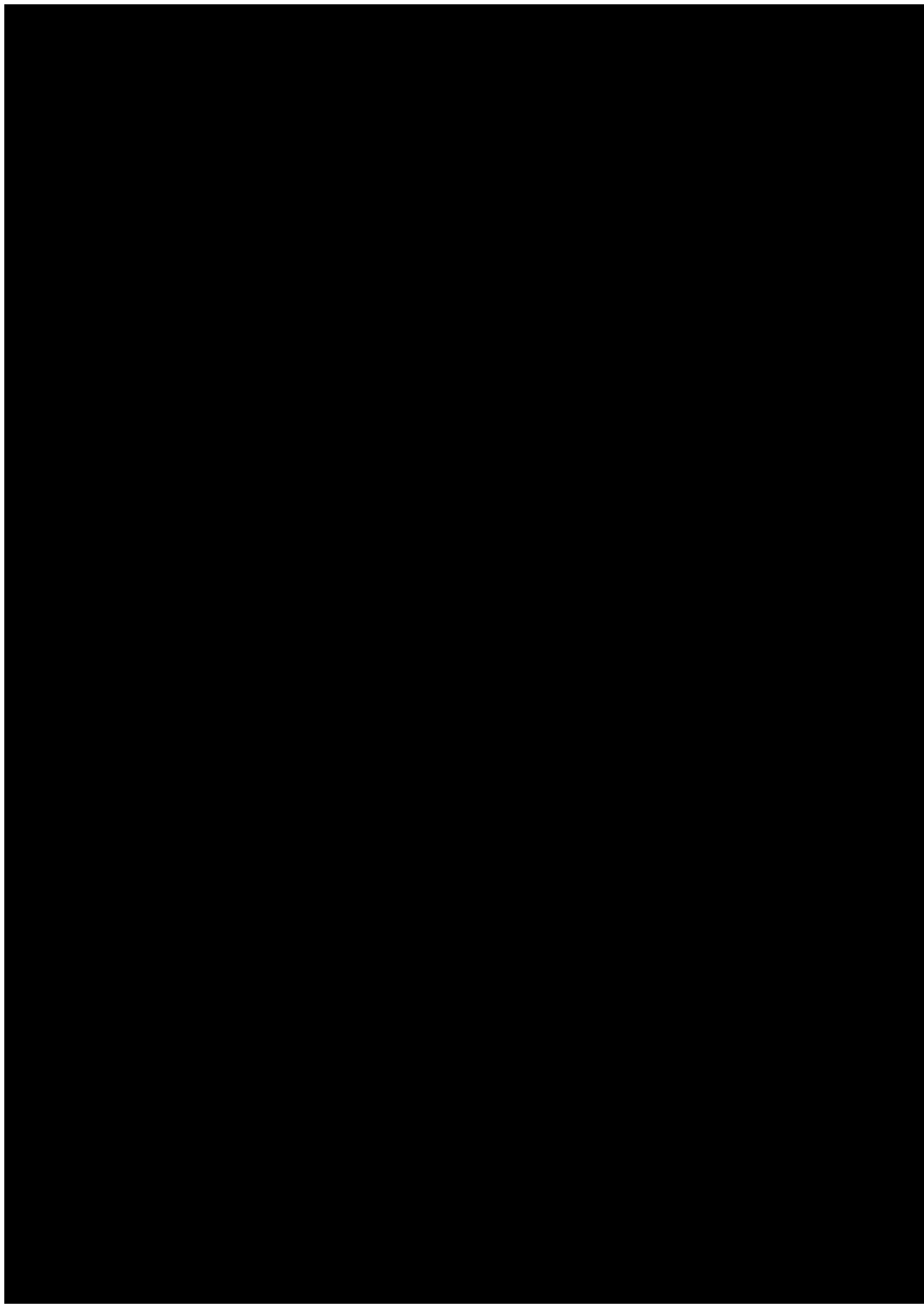


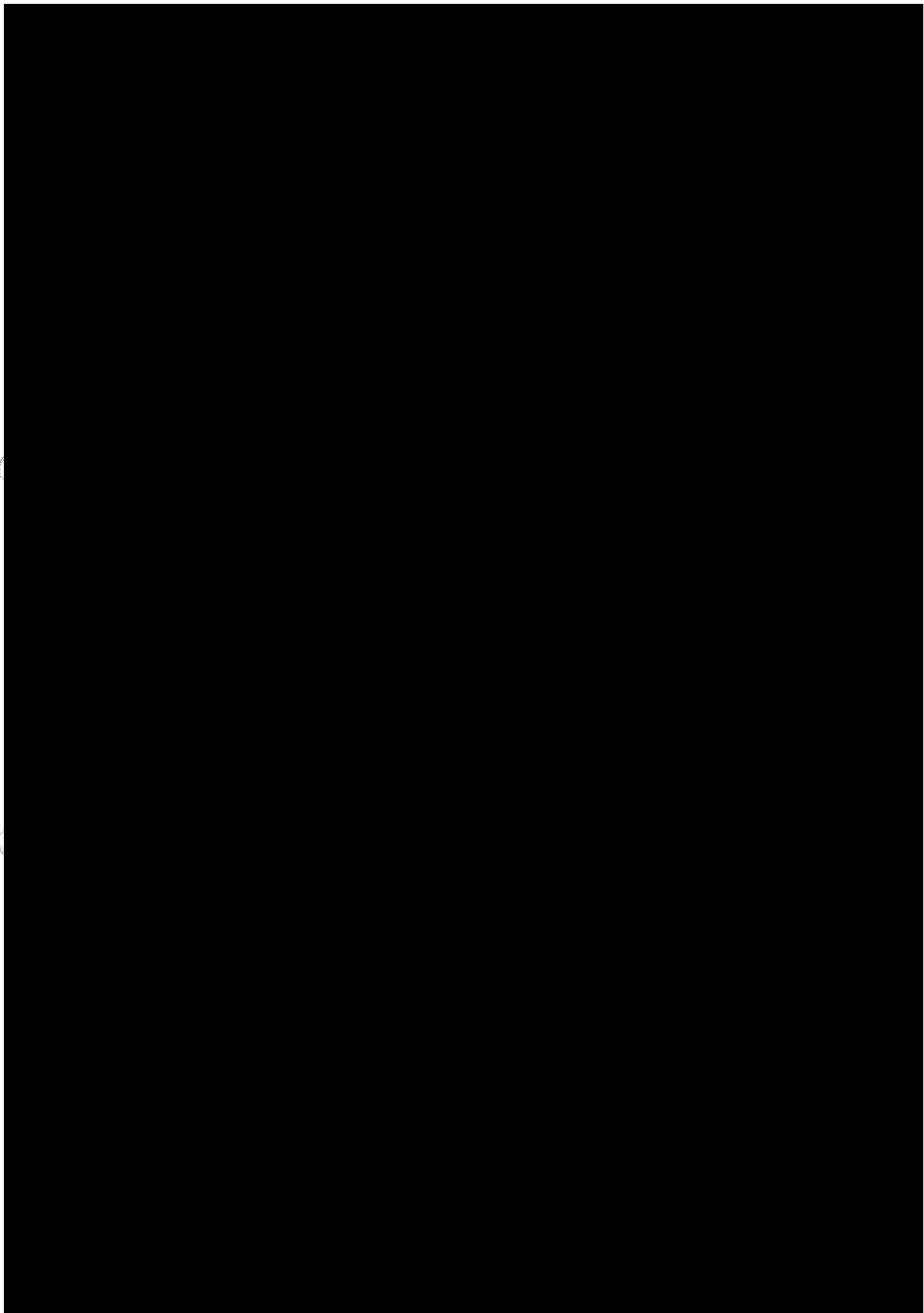


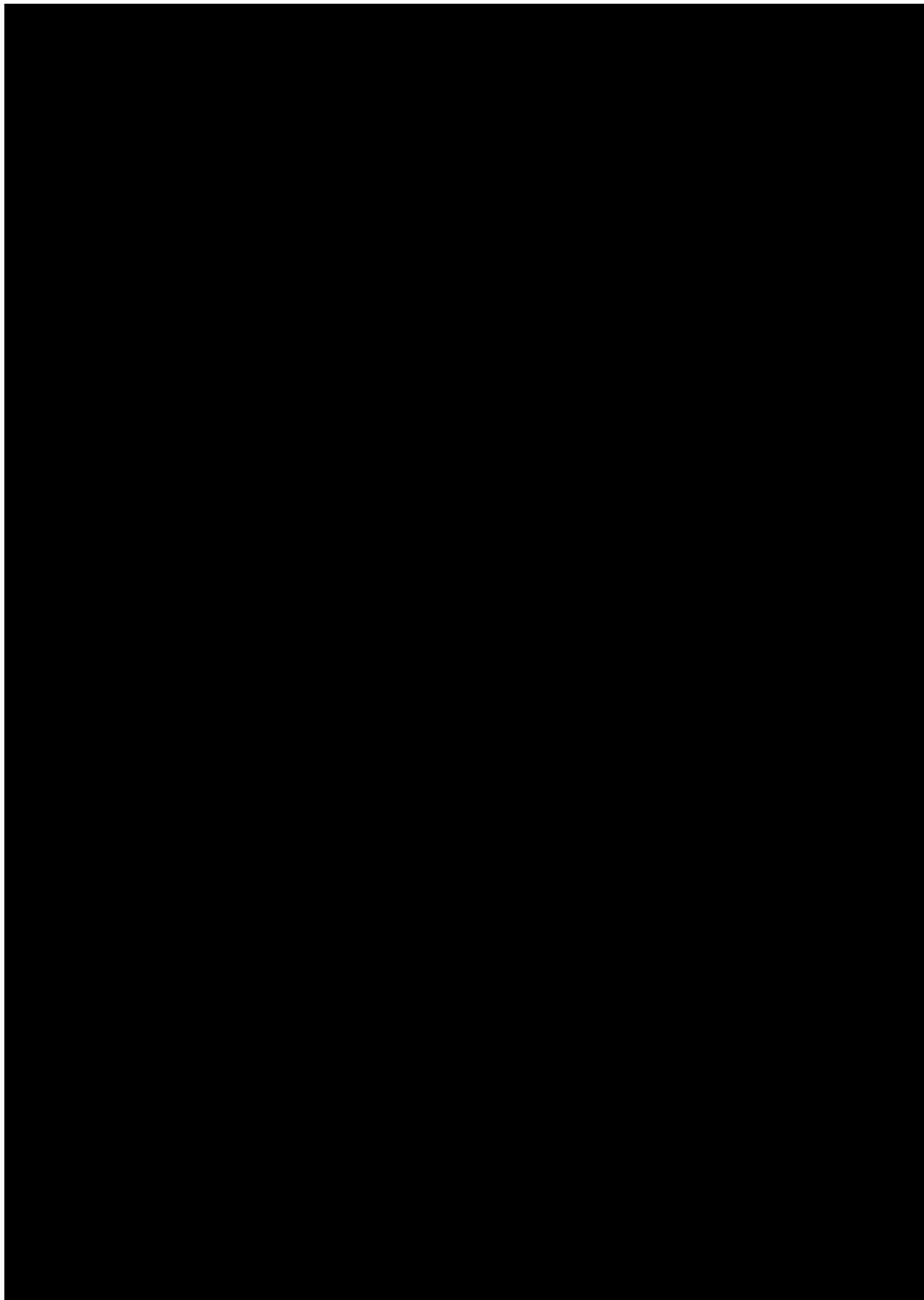


SCHEDULE D7. – DRAFT STRATUM SUBDIVISION PLAN



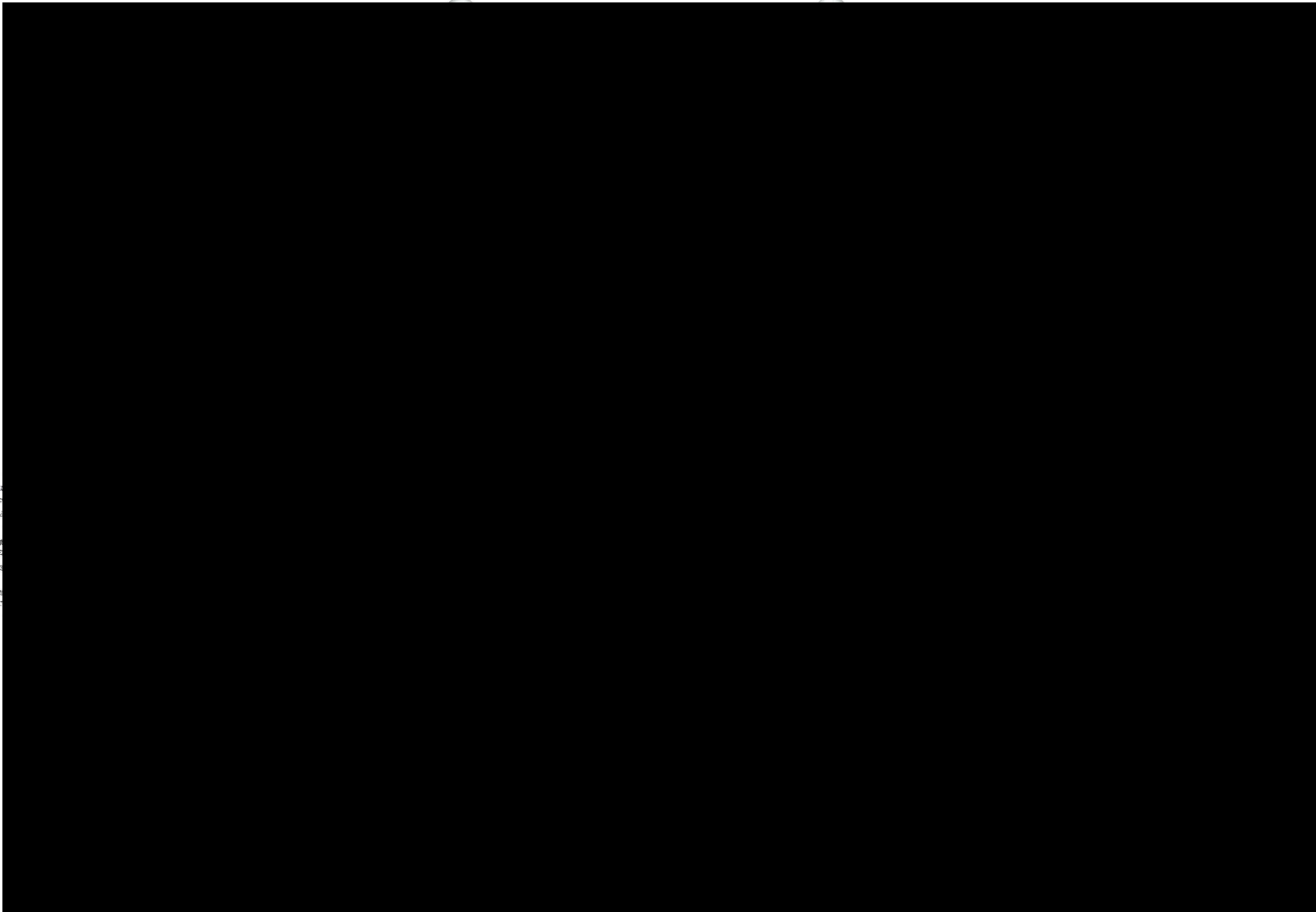






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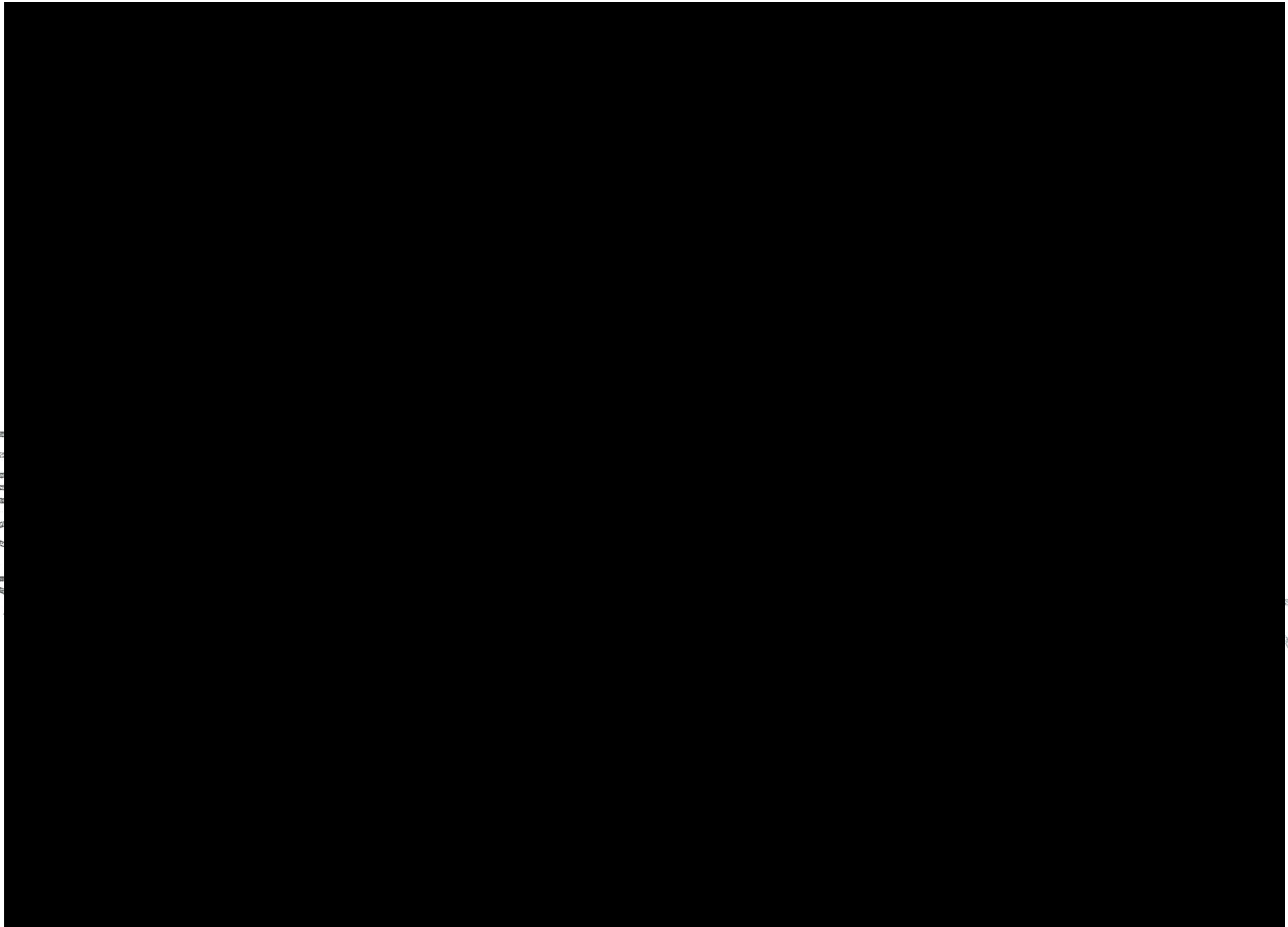
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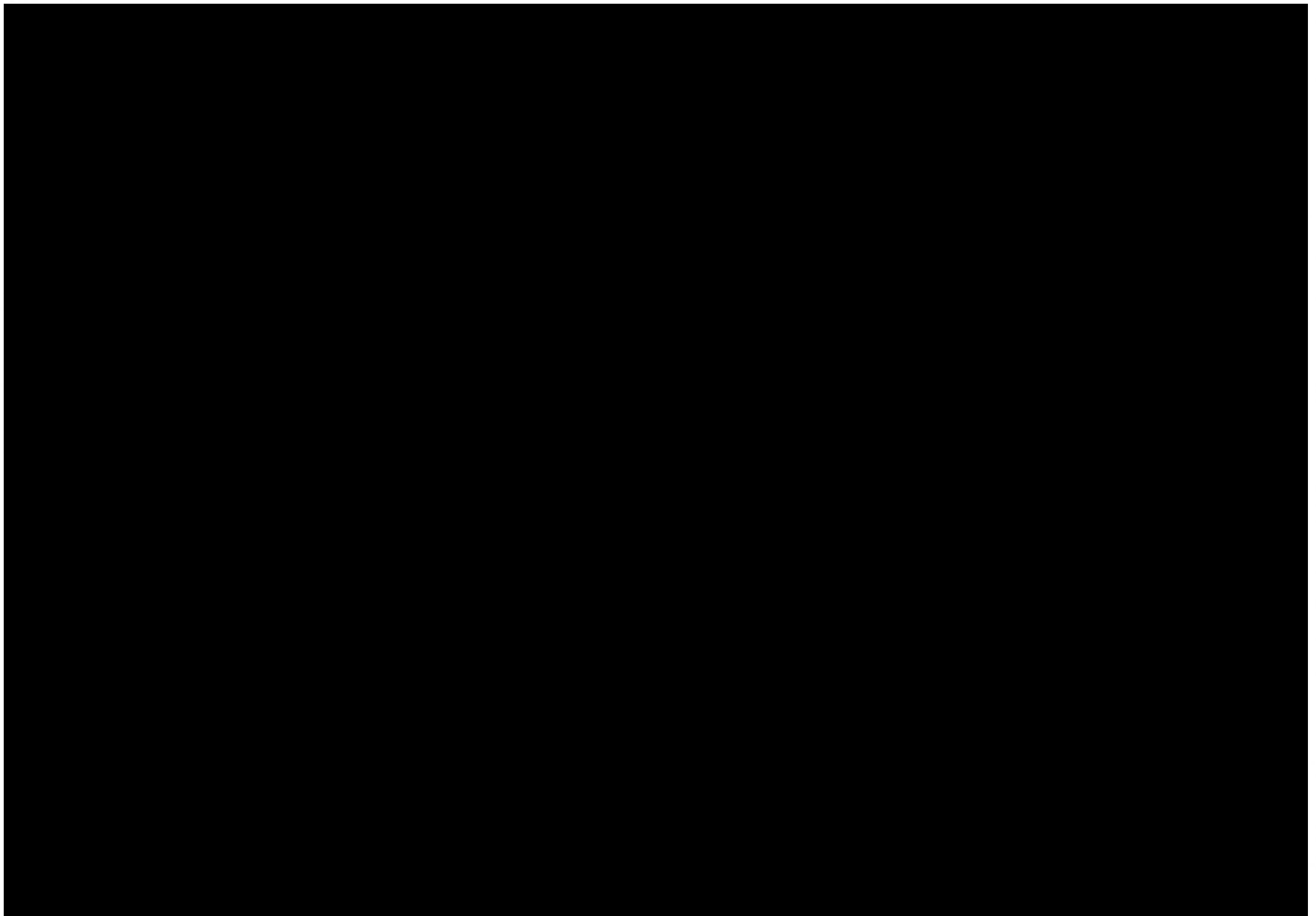


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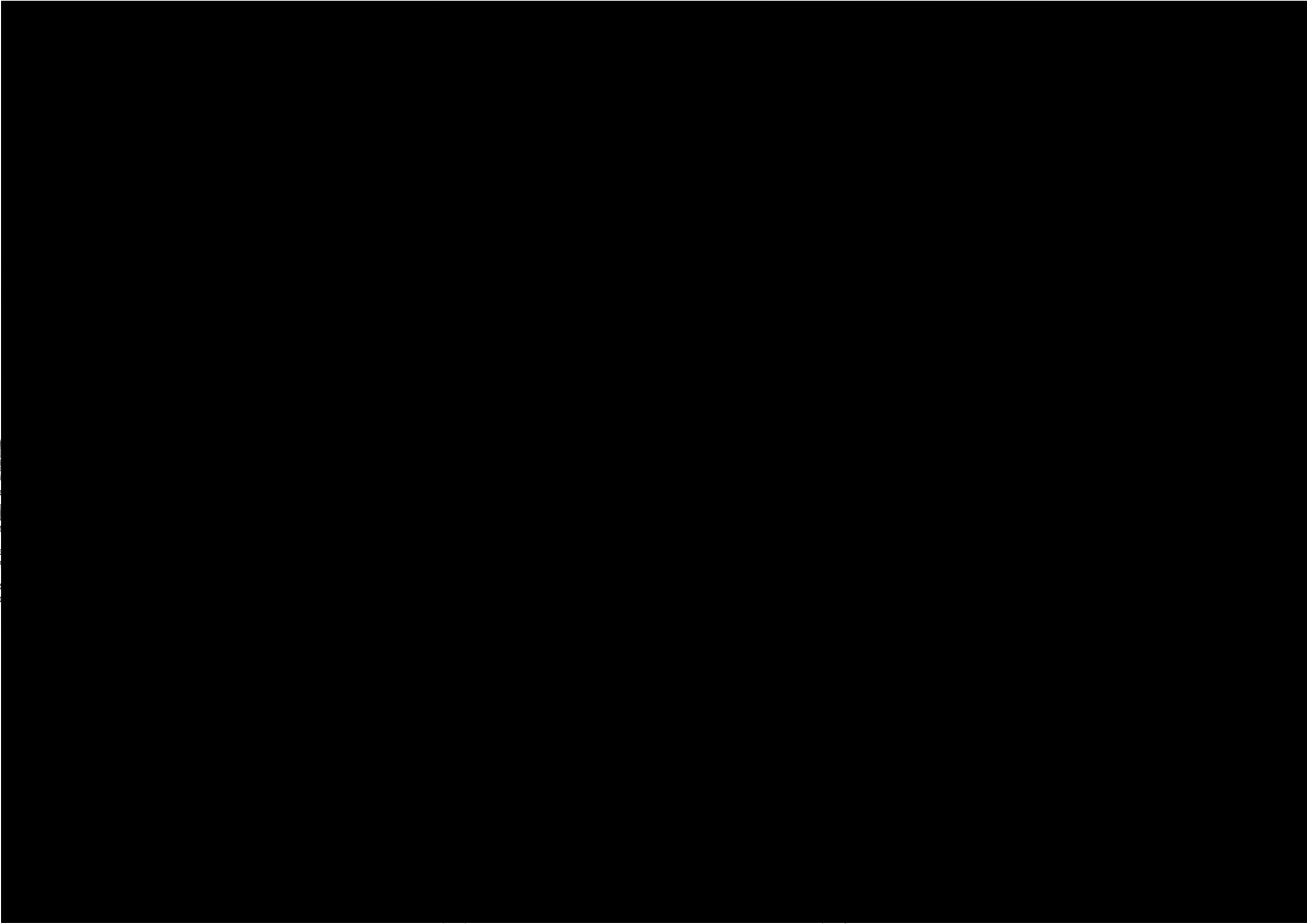
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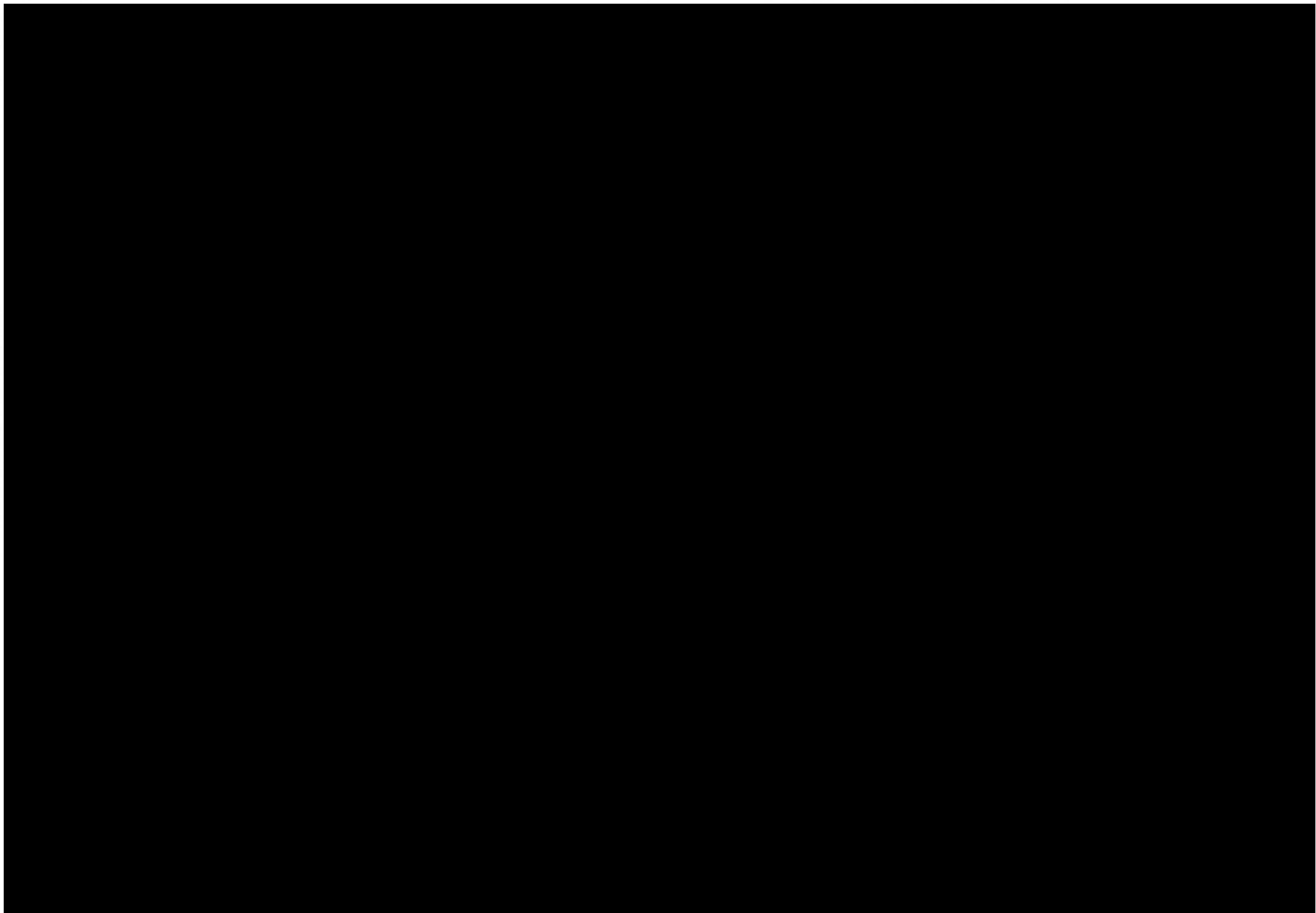
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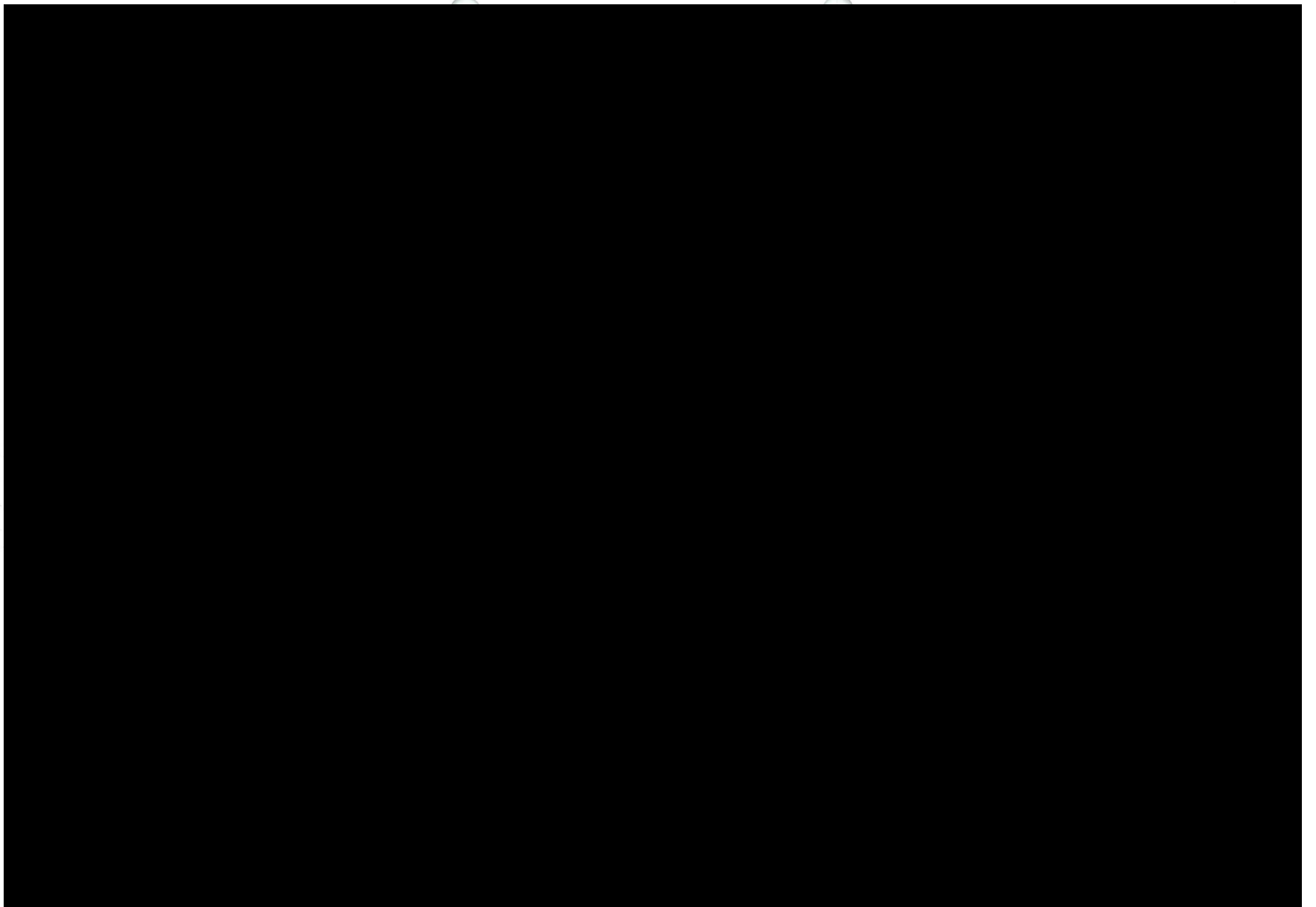
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SCHEDULE D8. – SUBDIVISION REQUIREMENTS

(Clause [REDACTED] and Schedule A2)

1. DEFINITIONS

In this Schedule D8:

Lot Owner has the meaning given to the term "Owner" in the Draft BMS.

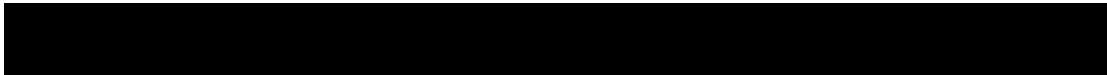
Metro Operational Impact has the meaning given in the Draft BMS.

Stratum Subdivision Proposal means a proposal by the WL Developer in respect of the creation by Subdivision of stratum lots from the MQD Lot or any part of the MQD Lot which must:

- (a) outline and provide reasonable details of the proposed number and configuration of the Social Housing Lot (if applicable), the relevant Non-Residential Stratum Lots and the relevant Residential Stratum Lots;
- (b) attach full copies of all proposed Subdivision Documents that the WL Developer intends to be registered as part of the proposed Subdivision; and
- (c) attach a certificate from the Surveyor addressed to the Principal's Representative confirming that the proposed Subdivision Documents accord with the CSSI Approval, the Detailed SSD Consent, the Subdivision Principles and otherwise comply with this deed.

Subdivision Document means any building management statement, strata management statement, development contract, by-laws, community association or owners corporation documents, or other instrument creating rights, obligations, interests, easements, covenants or restrictions under the Subdivision Legislation, including:

- (a) the Draft Stratum Subdivision Plan;
- (b) the Draft Subsequent Section 88B Instrument;



- (d) without limiting paragraph (c) of this definition, interests creating the O&M Land Interests and other interests in land created in accordance with this deed,

as prepared, amended and updated in accordance with this Schedule D8.

Subdivision Legislation has the meaning given in the Station Delivery Deed.

Titling Paper means the Titling Paper attached as Annexure A to this Schedule D8.

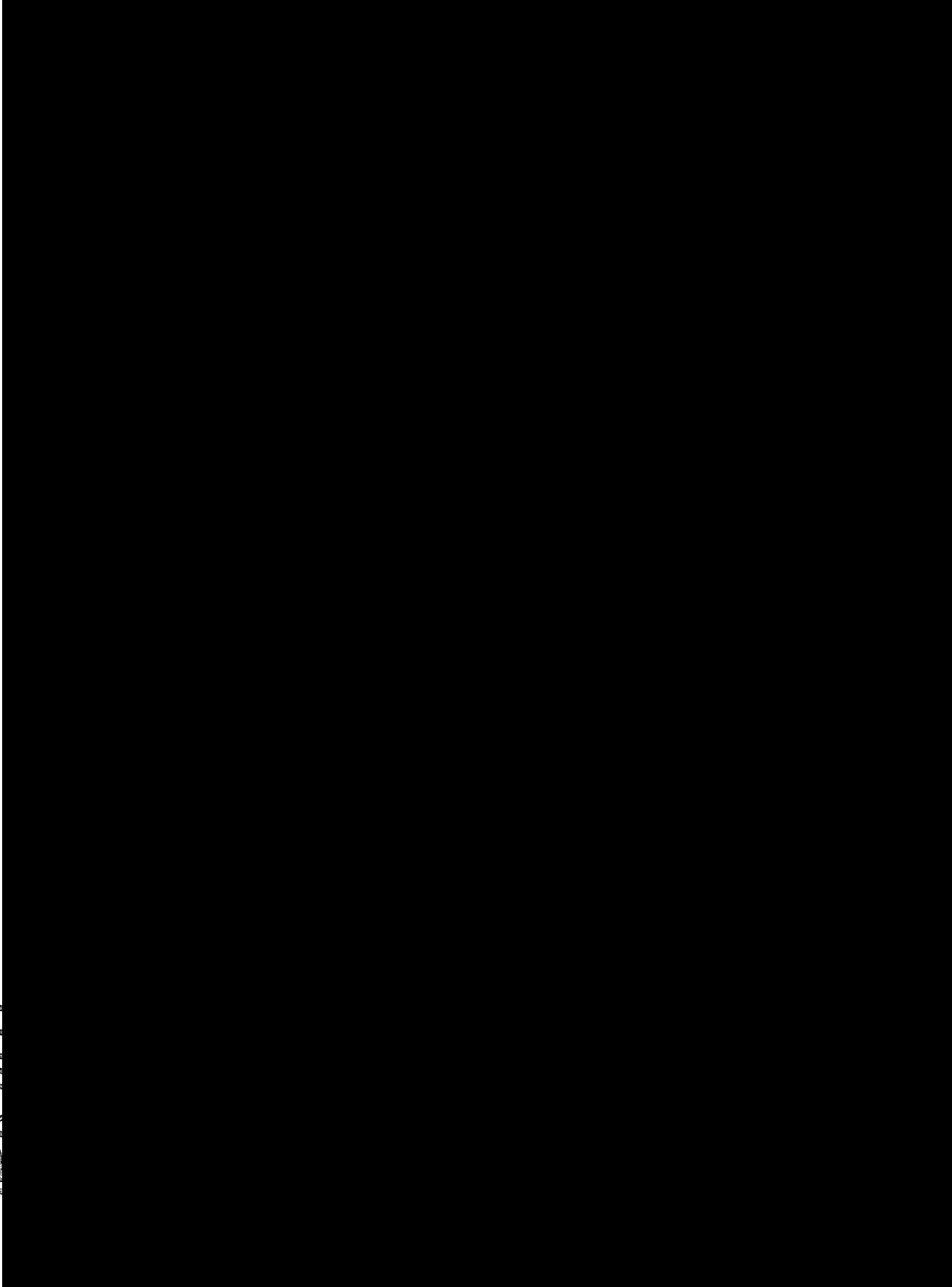
2. SUBDIVISION REQUIREMENTS

- (a) **(Procure subdivision)** Subject to clause 2(b) of this Schedule D8:
 - (i) the WL Developer must [REDACTED] procure the Subdivision of the MQD Lot to create the Social Housing Lot on or before the Date of Completion of Separable Portion 2 [REDACTED] in accordance with this Schedule D8;

- (ii) the WL Developer must [REDACTED] procure the further Subdivision of the MQD Lot to create the Residential Stratum Lots and the Non-Residential Stratum Lots on or before the Date of Completion of the last Separable Portion in the MQD Lot, in accordance with this Schedule D8.
- (b) **(Prepare Subdivision Documents)** The WL Developer will cause the Subdivision Documents to be prepared in accordance with the CSSI Approval, the Detailed SSD Consent and the Subdivision Principles.
- (c) **(Intention of the parties)** The Draft Stratum Subdivision Plan, the Draft Subsequent Section 88B Instrument and the other O&M Land Interests referred to in this deed represent the parties' intentions as at the date of this deed for the proposed Subdivision of the MQD Lot and the rights that are intended to be created by completion of the Development Period (as that term is defined in the Draft BMS), to the extent that relevant information was available to the parties as at the date of this deed. [REDACTED]
- (d) **(Intended boundaries)** The Draft Stratum Subdivision Plan shows the approximate intended boundaries of the various elements of the MQD Lot referable to the MQD Works.
- (e) **(Amendments)** The Subdivision Documents may require amendment up to the date of lodgement for registration at LRS, such amendment to be made in accordance with the Subdivision Principles and the provisions set out in this Schedule D8.

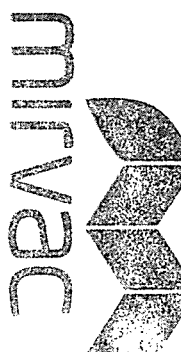
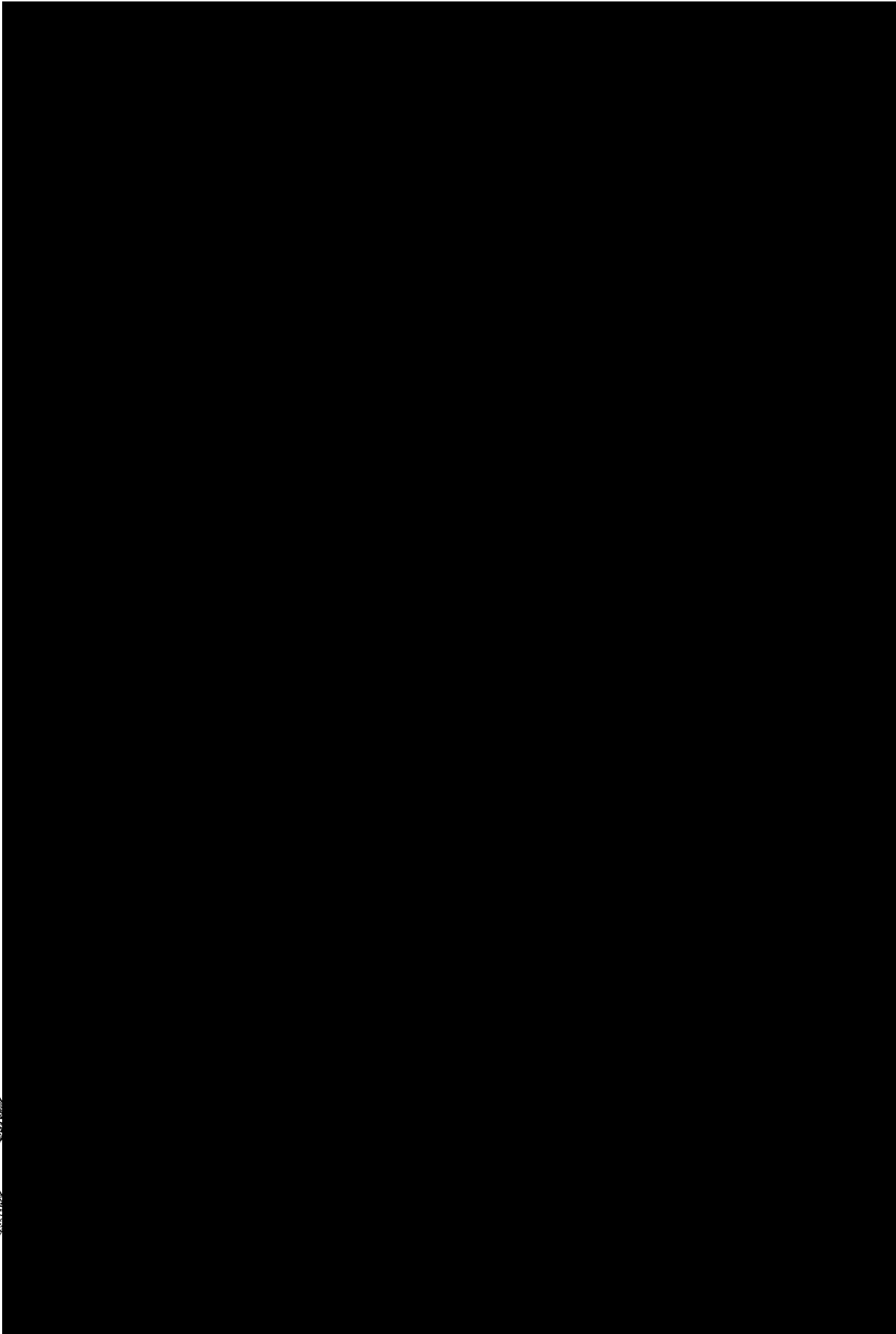
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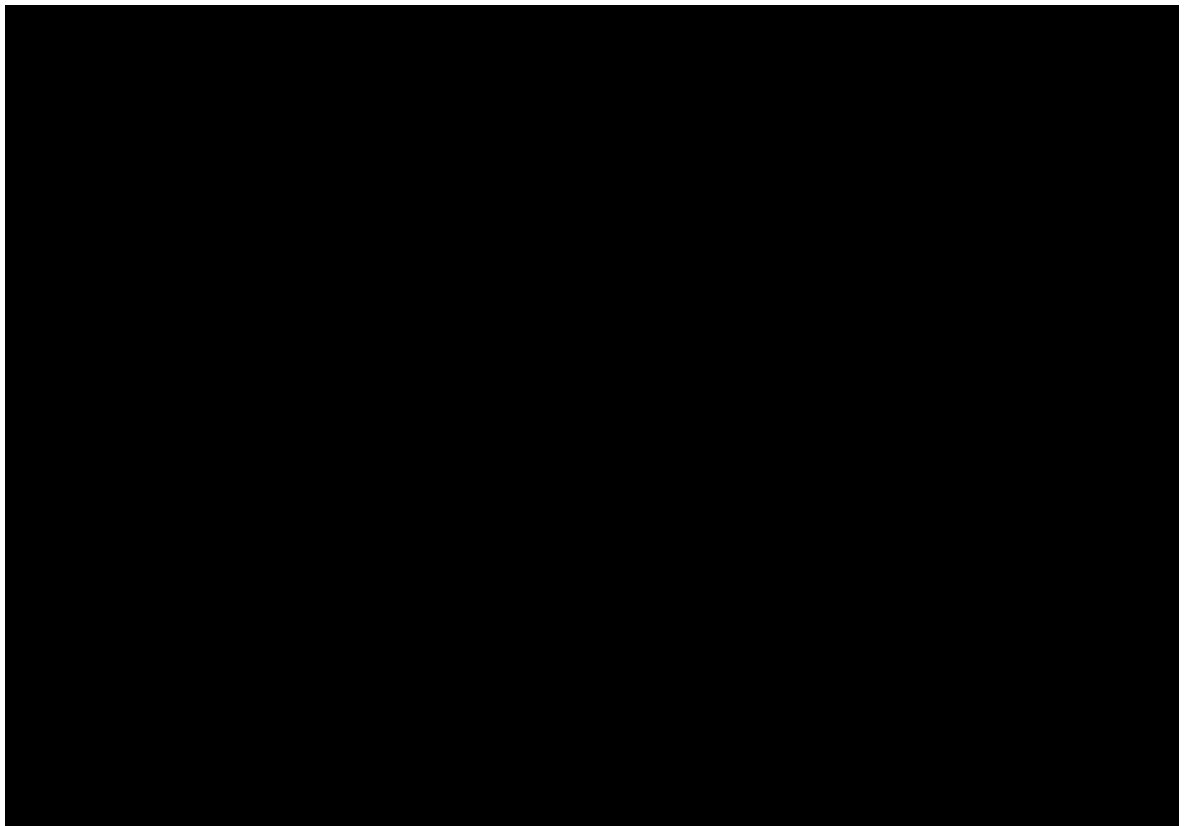


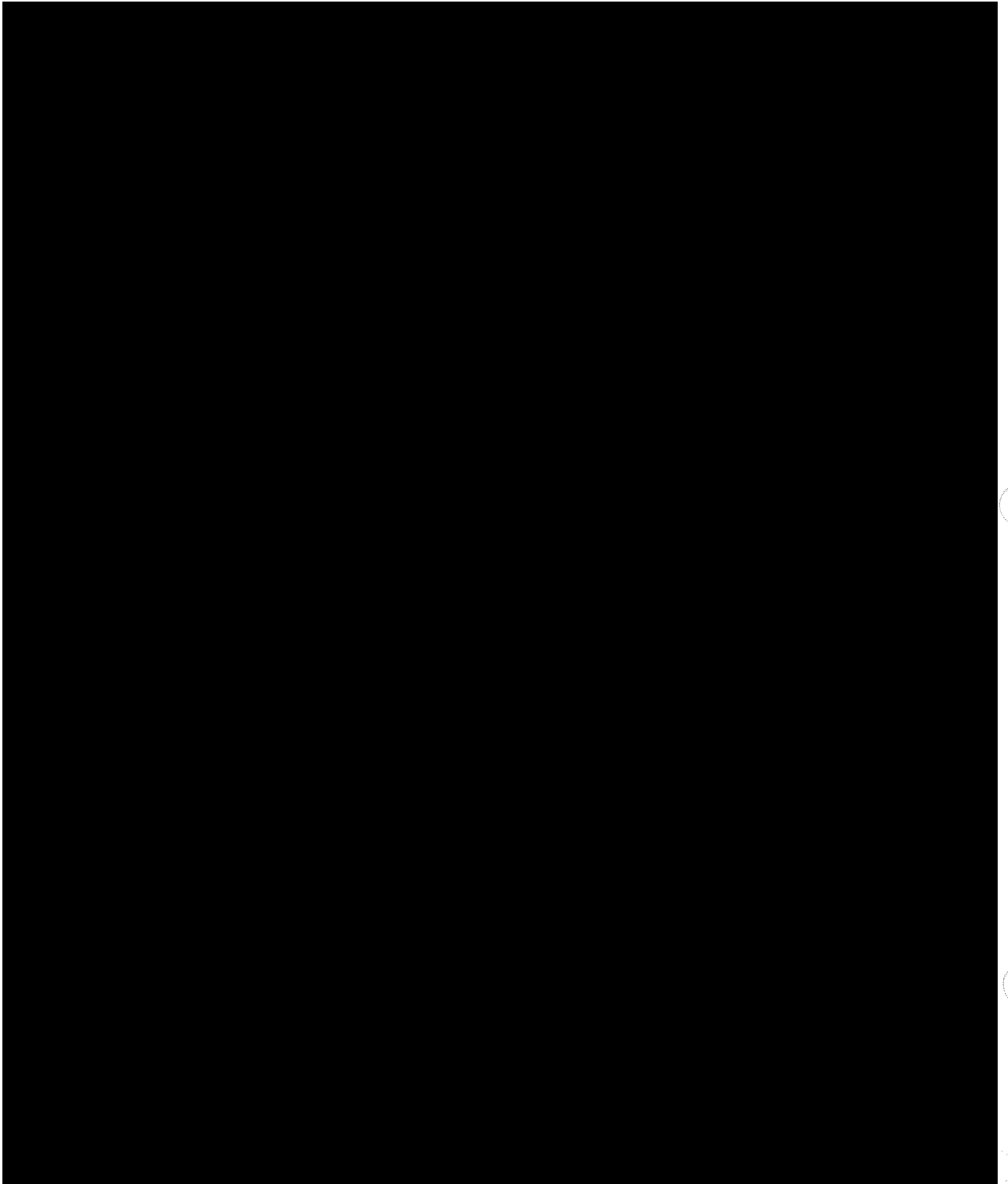
4. **STRATUM SUBDIVISION PROPOSALS**

(a) **(Provision of Stratum Subdivision Proposals)** The WL Developer must provide to the Principal's Representative each of its Stratum Subdivision Proposals once they have been prepared.

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
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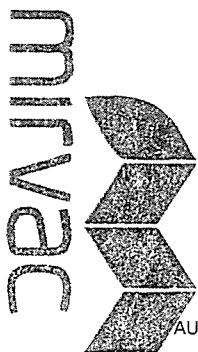
(c) **(Co-operation)** The WL Developer must consult in good faith and co-operate with the Principal's Representative to develop the Stratum Subdivision Proposals.





5. **PREPARATION OF STRATUM SUBDIVISION PROPOSAL**

- (a) **(Compliance with Subdivision Principles)** The WL Developer must prepare each Stratum Subdivision Proposal (including the Subdivision Documents attached to the Stratum Subdivision Proposal) in accordance with the Subdivision Principles.
- (b) **(Requirements)** In preparing the Stratum Subdivision Proposal, the WL Developer must address the following matters:
 - (i) the creation of all Encumbrances pursuant to clause 9.9 (*Encumbrances*);



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- (ii) without limiting clause 5(b)(iii) of this Schedule D8, any matters set out in the Subdivision Principles;
 - (iii) the sharing of costs and responsibilities for Shared Facilities (as defined in the Draft BMS) not included in the Building Management Statement between the lot owners having regard to clause 4.3 of Schedule D13 (*Subdivision Principles*) of the Station Delivery Deed.
- (c) **(Appointment of Surveyor)** The WL Developer must:
- (i) appoint a Surveyor to prepare the proposed Subdivision Documents;
 - (ii) appoint the Surveyor within [REDACTED] after the date of this deed; and
 - (iii) obtain the prior written consent of the Principal's Representative (acting reasonably) to:
 - (A) the appointment of the Surveyor under clause 5(c)(ii) of this Schedule D8; and
 - (B) any replacement of the Surveyor from time to time.

6. **DETERMINATION OF SHARED FACILITIES AND SHARED COSTS**

If, within [REDACTED] after a Stratum Subdivision Proposal is submitted by the WL Developer under clause 4(a) of this Schedule D8, the parties cannot reach agreement in relation to the matters referred to in clause 5(b)(iii) of this Schedule D8, the WL Developer may, at its Cost, appoint an independent expert (being an expert approved by the Principal's Representative (acting reasonably)) to determine the matters, such determination to be made within [REDACTED] after the appointment of the independent expert and to be made so that it is consistent with and reflects the Subdivision Principles. The determination of the independent expert will be binding on the WL Developer and the Principal, except where such determination was made fraudulently or contains a manifest error.

7. **WL DEVELOPER BOUND BY ENCUMBRANCES**

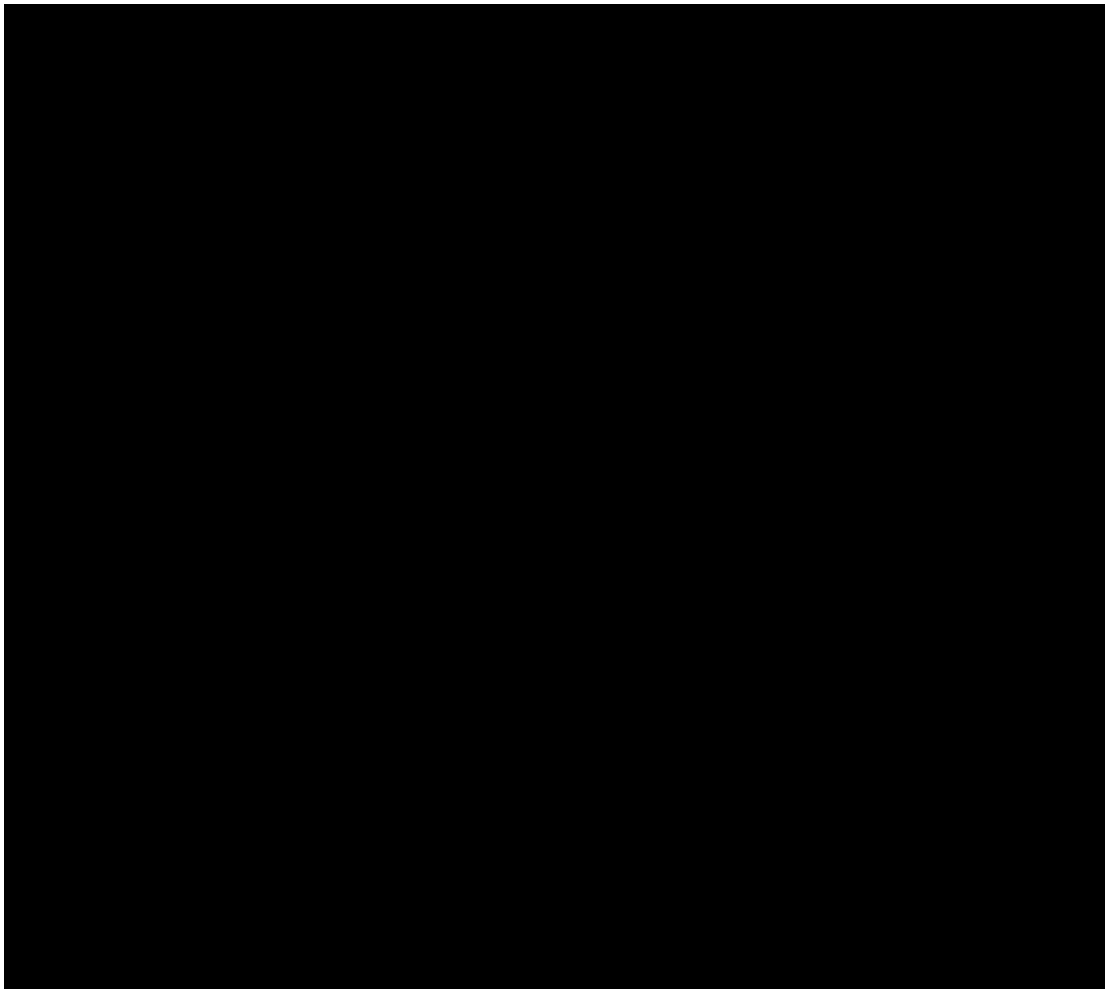
The WL Developer agrees that:

- (a) on registration of all Encumbrances to be created under clause 5(b)(i) of this Schedule D8 or created under a Stratum Subdivision Proposal, it is, or will be, bound by such Encumbrances and must not cause or permit a breach of such Encumbrances; and
- (b) any lease, licence or other right of occupation granted by the WL Developer in respect of the MQD Lot or any part of the MQD Lot must contain an acknowledgment from any tenant, licensee or occupier that it is bound by and must not cause or permit a breach of the terms of those Encumbrances even if they are registered after the date the WL Developer enters into its arrangements with the relevant tenant, licensee or occupier.

[REDACTED] after it becomes aware that the Social
Stratum Lots and any Residential Stratum Lots have
of Subdivision Documents, notify the Principal's
registration.

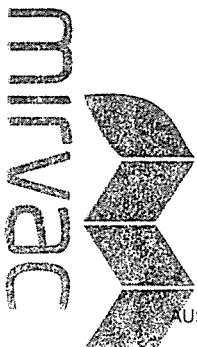
9. **LICENCES TO USE LOADING DOCK AND TEMPORARY SOLUTIONS**

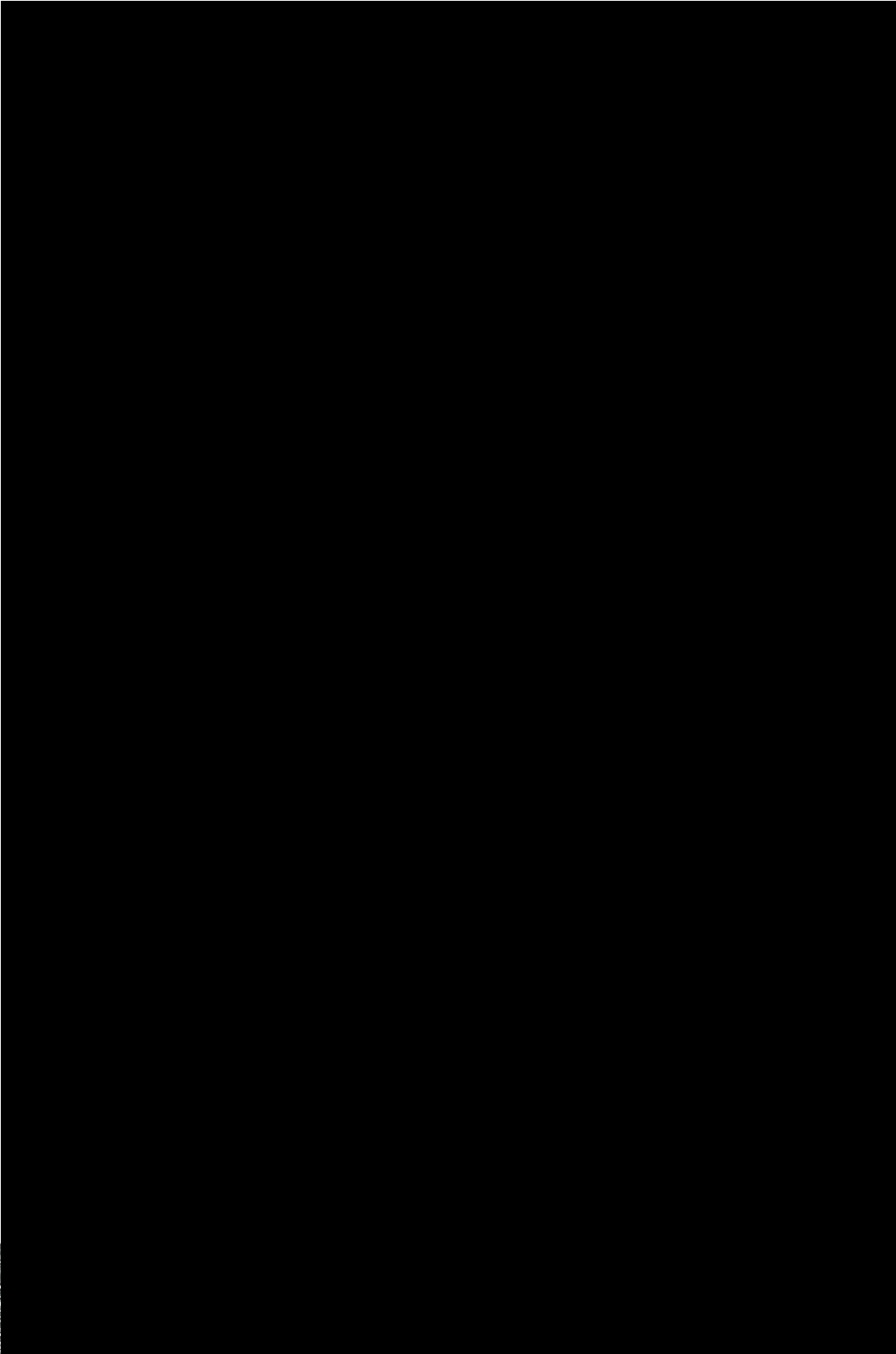
- (a) The WL Developer acknowledges and agrees that:
- (i) the WL Contractor has obligations to grant access and use rights to the Principal pursuant to clauses 8 and 9 of Schedule D12 (*Subdivision Requirements*) of the Station Delivery Deed; and
 - (ii) it must, to the extent required, also grant or procure the grant of such rights to the Principal on the same terms and conditions as set out in clauses 8 and 9 of Schedule D12 (*Subdivision Requirements*) of the Station Delivery Deed.



10. **OPERATION OF REGISTERED INTERESTS**

If the Draft Subsequent Section 88B Instrument, the Draft Section 88B Instrument and the Draft BMS have been registered on title as contemplated under this Schedule D8 or under the Station Delivery Deed (as applicable), during the period commencing on the date of such registration and expiring on the relevant Applicable Transfer Date, the WL Developer agrees to be bound by and to comply with the terms and conditions of those registered documents (to the extent that such terms and conditions apply) as if it were the registered proprietor of the relevant part of the MQD Lot, provided that to the extent there is any inconsistency between the terms and conditions of those registered documents and this deed, this deed will prevail.



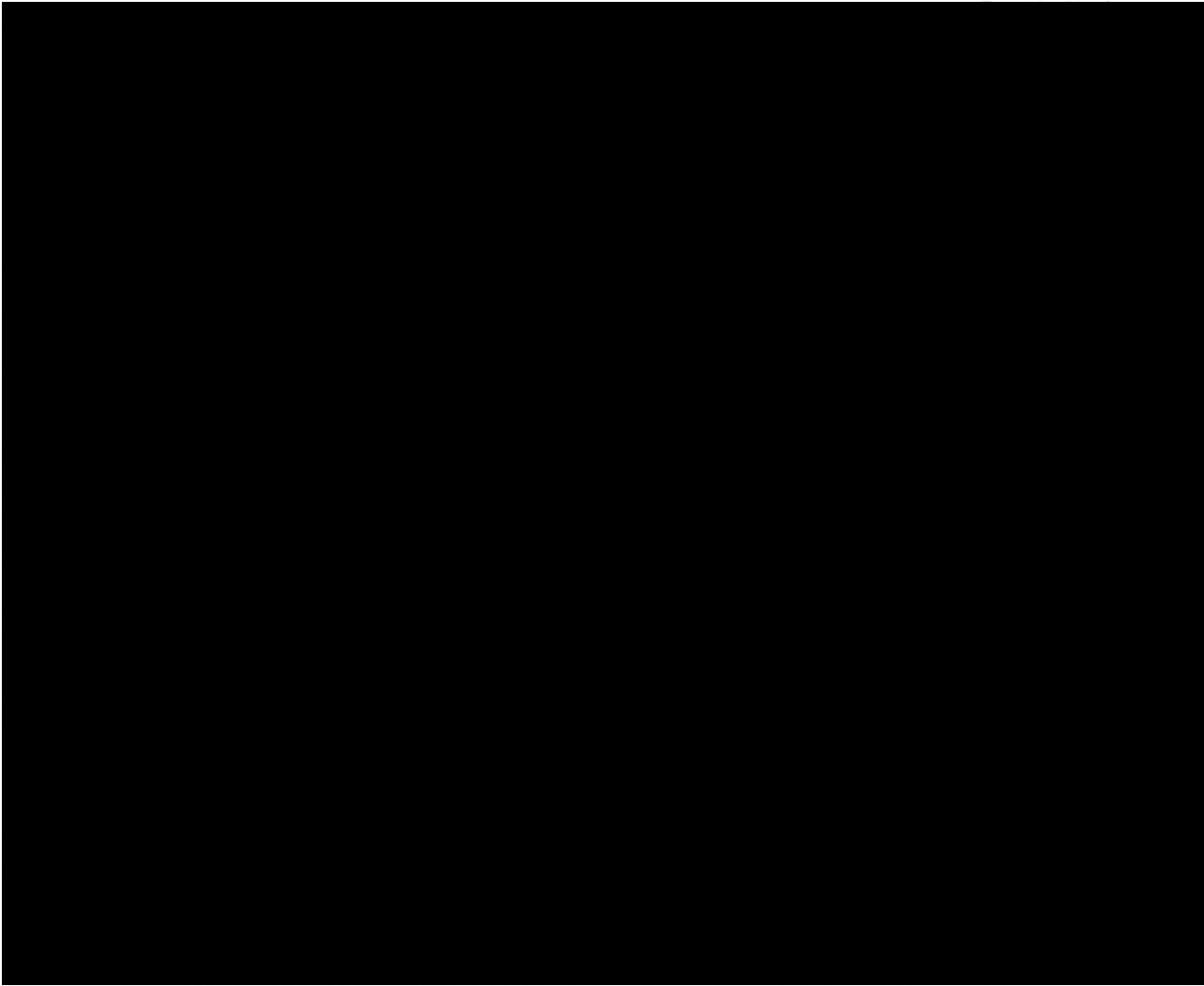


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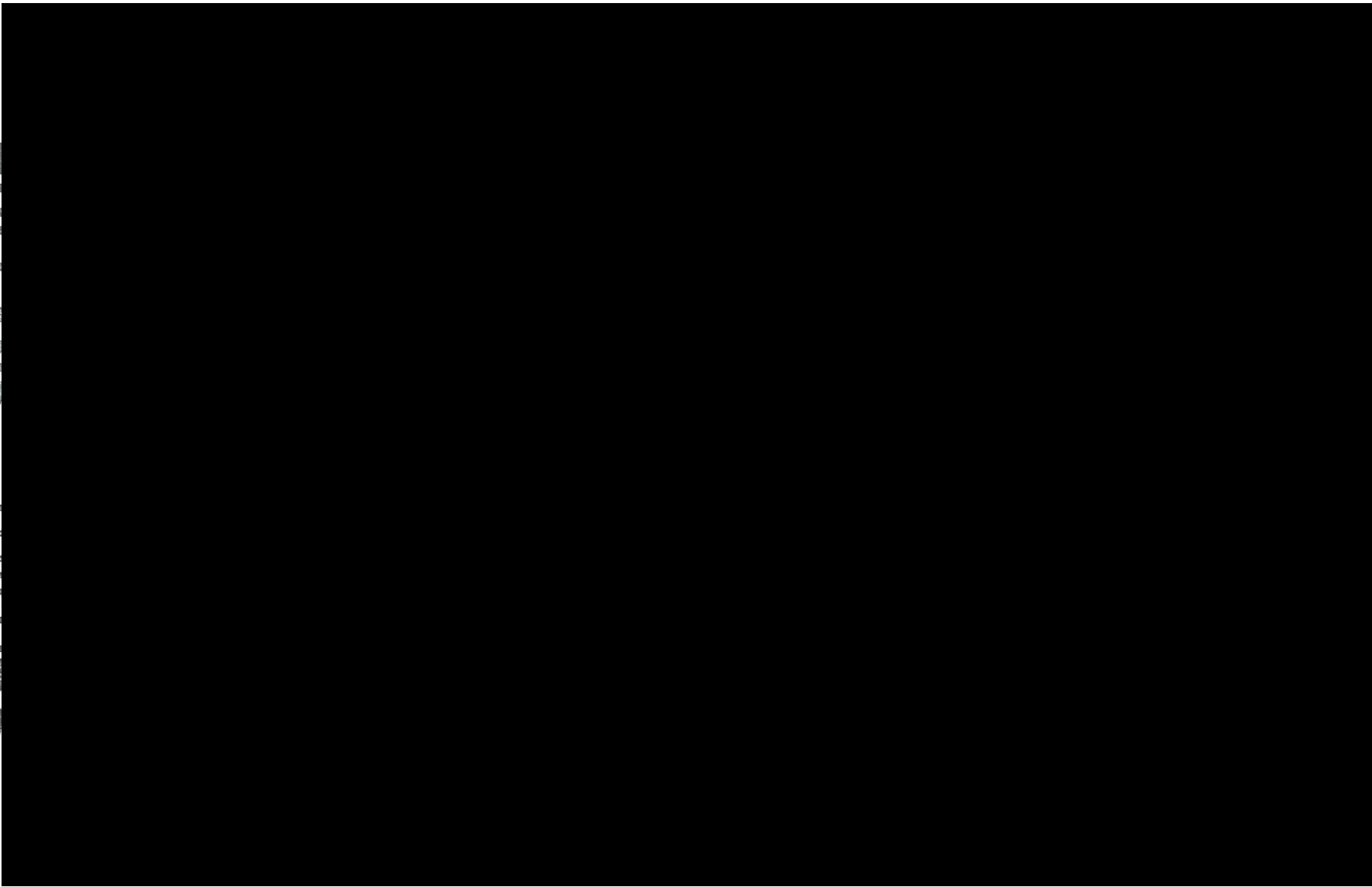
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SCHEDULE D9. – SUBDIVISION PRINCIPLES

(Schedules A2 and D8)

1. DEFINITIONS

In this Schedule D9:

Access Easement Sites has the meaning given in the Draft Subsequent Section 88B Instrument and the Draft Section 88B Instrument (as applicable).

Metro Operational Impact has the meaning given in the Draft BMS.

Shared Facilities has the meaning given in the Draft BMS.

Shared Facilities Plan has the meaning given in the Draft BMS.

Station Lot Owner has the meaning given in the Draft BMS.

Station Retail Lot Owner has the meaning given in the Draft BMS.

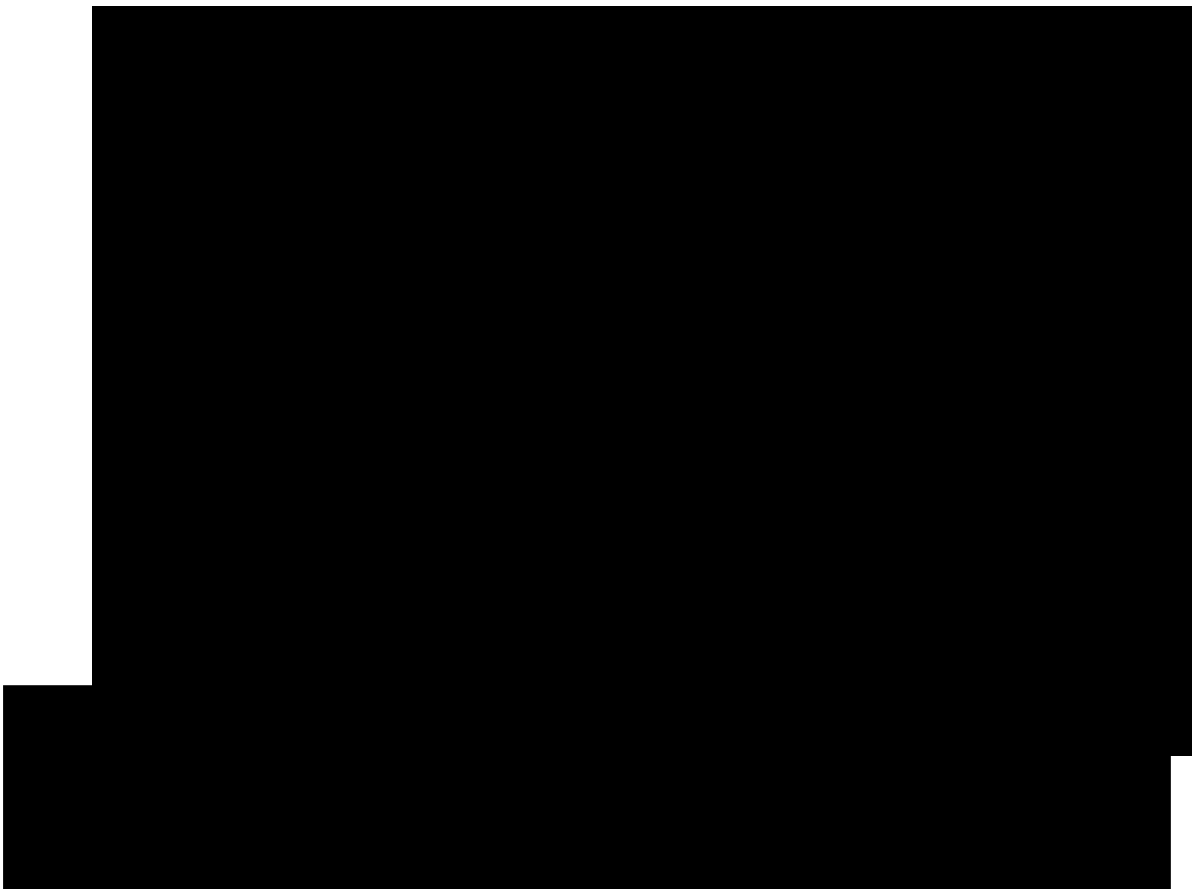
Stratum Subdivision Proposal has the meaning given in Schedule D8 (*Subdivision Requirements*).

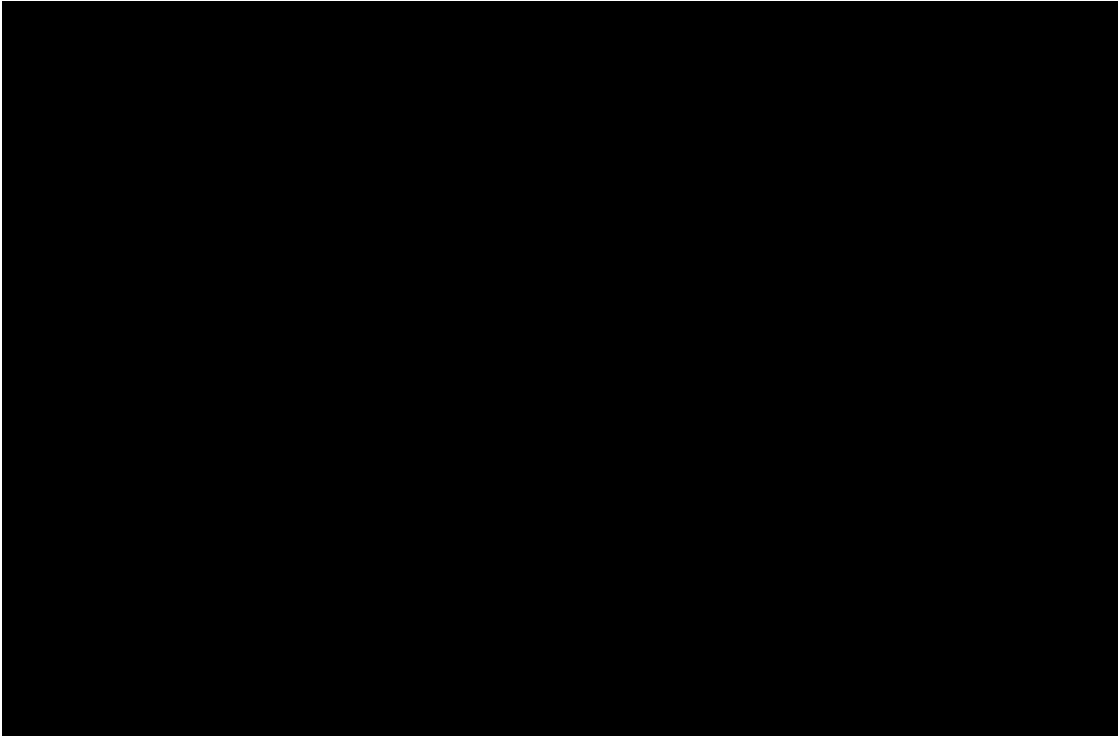
2. SUBDIVISION PLAN

2.1 Surveying principles to be adopted by the Surveyor

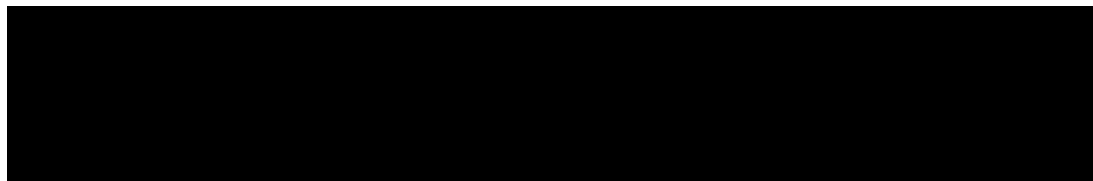
The principles referred to in clauses 2.1(a) to (e) (inclusive) of Schedule D13 (*Subdivision Principles*) of the Station Delivery Deed apply as if set out in full in this Schedule D9.

2.2 Conceptual principles





- (c) The intended owner of any Residual Lot will, as at the date of registration of the relevant subdivision plan, be the Principal.
- (d) Each of the [REDACTED]
[REDACTED]
[REDACTED] and the Social Housing Lot will be a stratum lot and each other lot created by the WL Developer pursuant to the Subdivision Requirements will be a stratum lot.
- (e) The intended owner [REDACTED]
[REDACTED]
[REDACTED] will, as at the date of registration of the relevant subdivision plan, be the Principal.
- (f) As at the date of this deed, the parties intend for the creation of only freehold stratum lots pursuant to the Subdivision Requirements, with the O&M Land Interests comprising the Draft Subsequent Section 88B Instrument, any Building Management Statement to be prepared and registered in accordance with the Station Delivery Deed or this deed (as applicable) and any other interest agreed by the parties to be O&M Land Interests or created in accordance with this deed.



[REDACTED]

- (i) The parties acknowledge and agree that, where the defined term "Development Lot" is used in the Draft Stratum Subdivision Plan, the ISD Operations Principles or elsewhere in the documentation attached to or referred to in this deed, that reference should be read to mean the "MQD Lot".

2.3 Easement sites

Where the location of an easement has not been shown on the Draft Stratum Subdivision Plan, the location is to be implied by its intended purpose or is otherwise subject to agreement in writing between the Principal and the WL Developer.

2.4 Other rights and O&M Land Interests

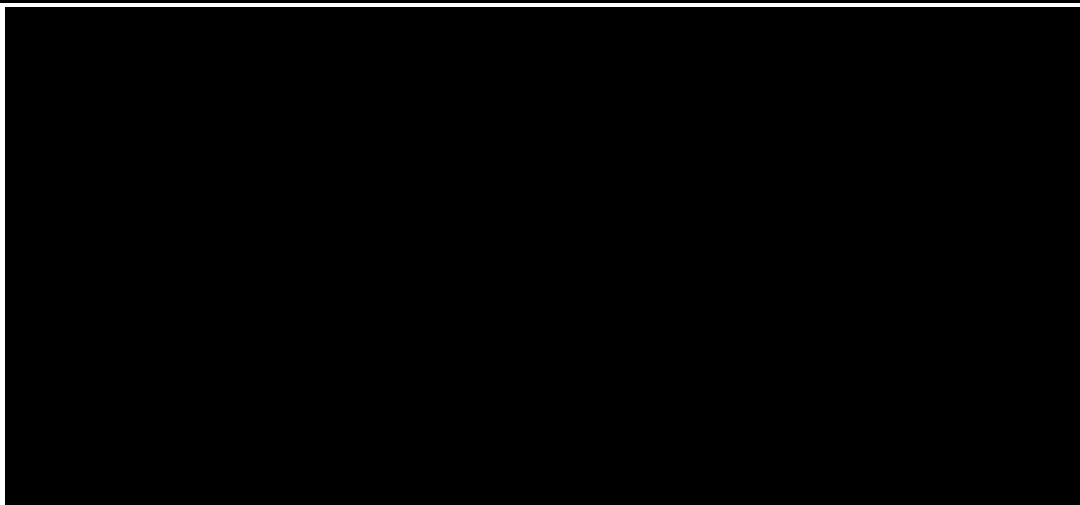
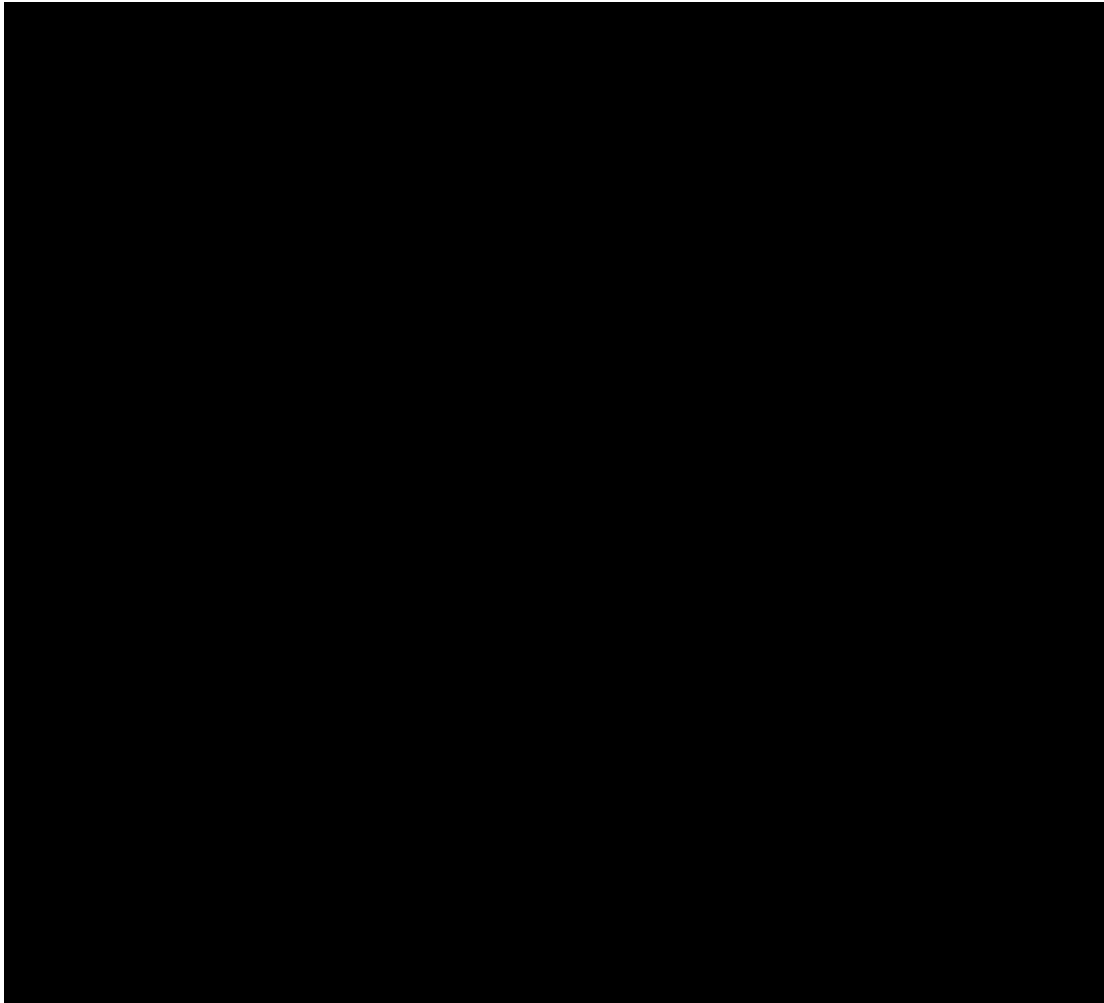
- (a) Various easements, positive covenants and restrictions on use may be required:
 - (i) pursuant to the conditions of any Approvals, including the Development Consents;
 - (ii) [REDACTED] for the purpose of operation and maintenance of Sydney Metro City & Southwest (including Waterloo Station) [REDACTED];

[REDACTED]

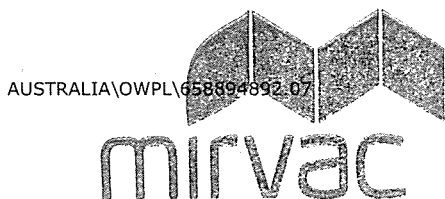
[REDACTED]

- (b) Without limiting clause 2.4(a)(ii) of this Schedule D9, the parties have not yet considered whether there will be easements in respect of the following:
 - (i) the right for the Station Lot Owner to install Metro Assets such as ticketing machines, way finding signage or surveillance devices on one or more of the other stratum lots;
 - (ii) the earthing and bonding infrastructure and lightning protection system; or

- (iii) access to (and the requirement to maintain) landscaping and public art.

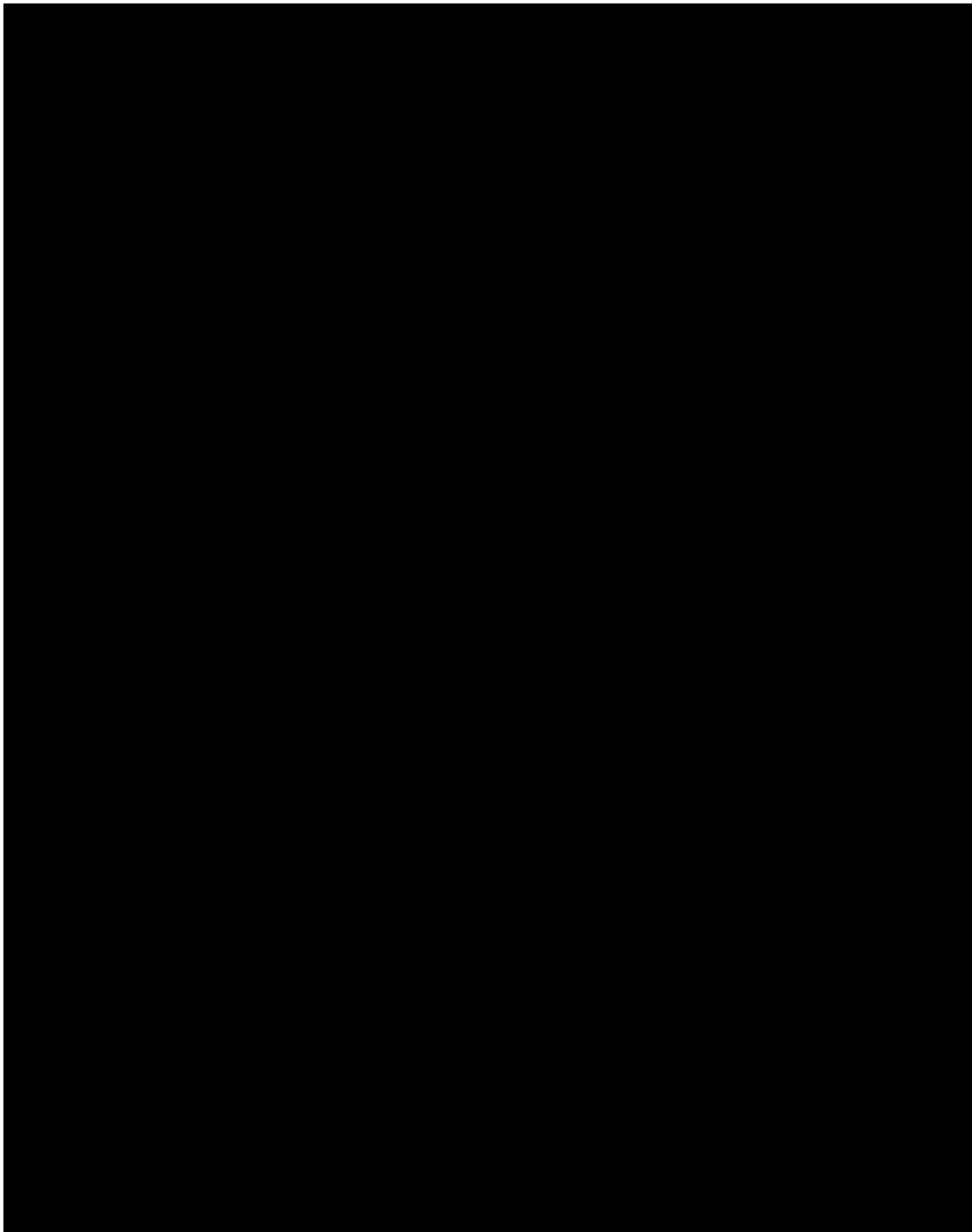


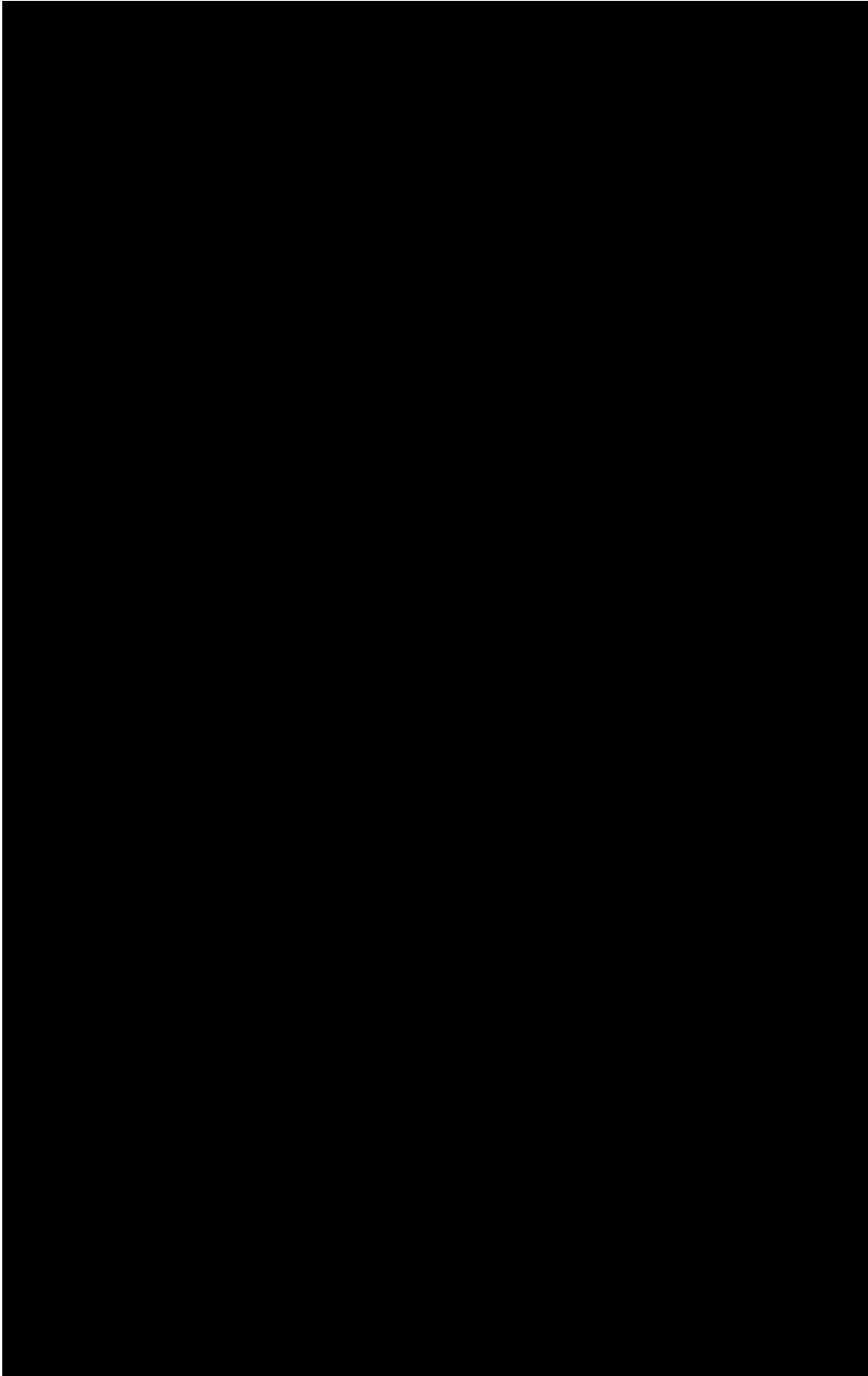
- (e) The parties acknowledge and agree that the O&M Land Interests comprise:
 - (i) as at the date of this deed:
 - (A) the Draft Subsequent Section 88B Instrument;

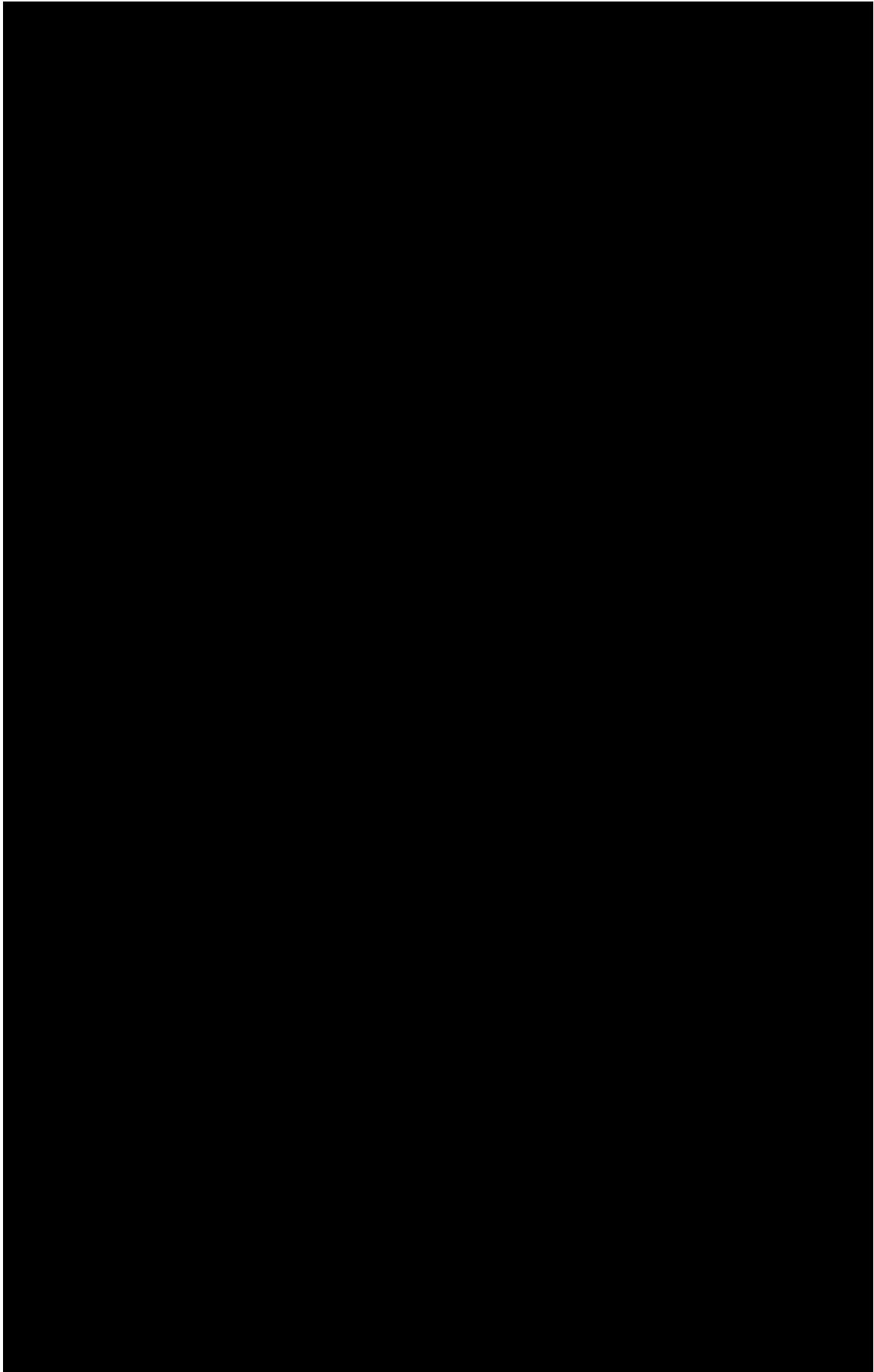




- (ii) each other right and interest contemplated in the Subdivision Requirements and these Subdivision Principles.



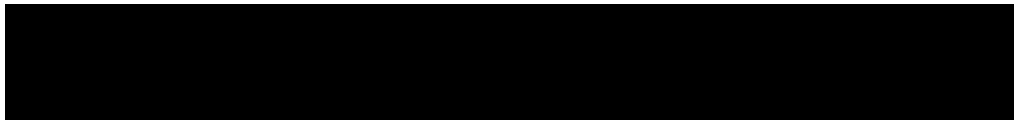
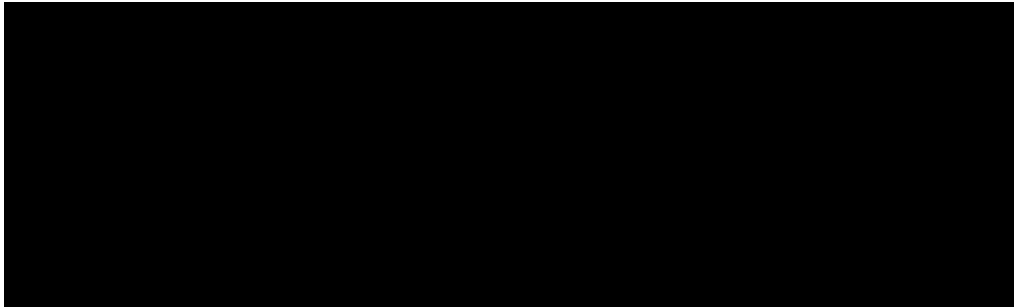




3. **SUBDIVISION DOCUMENTS**

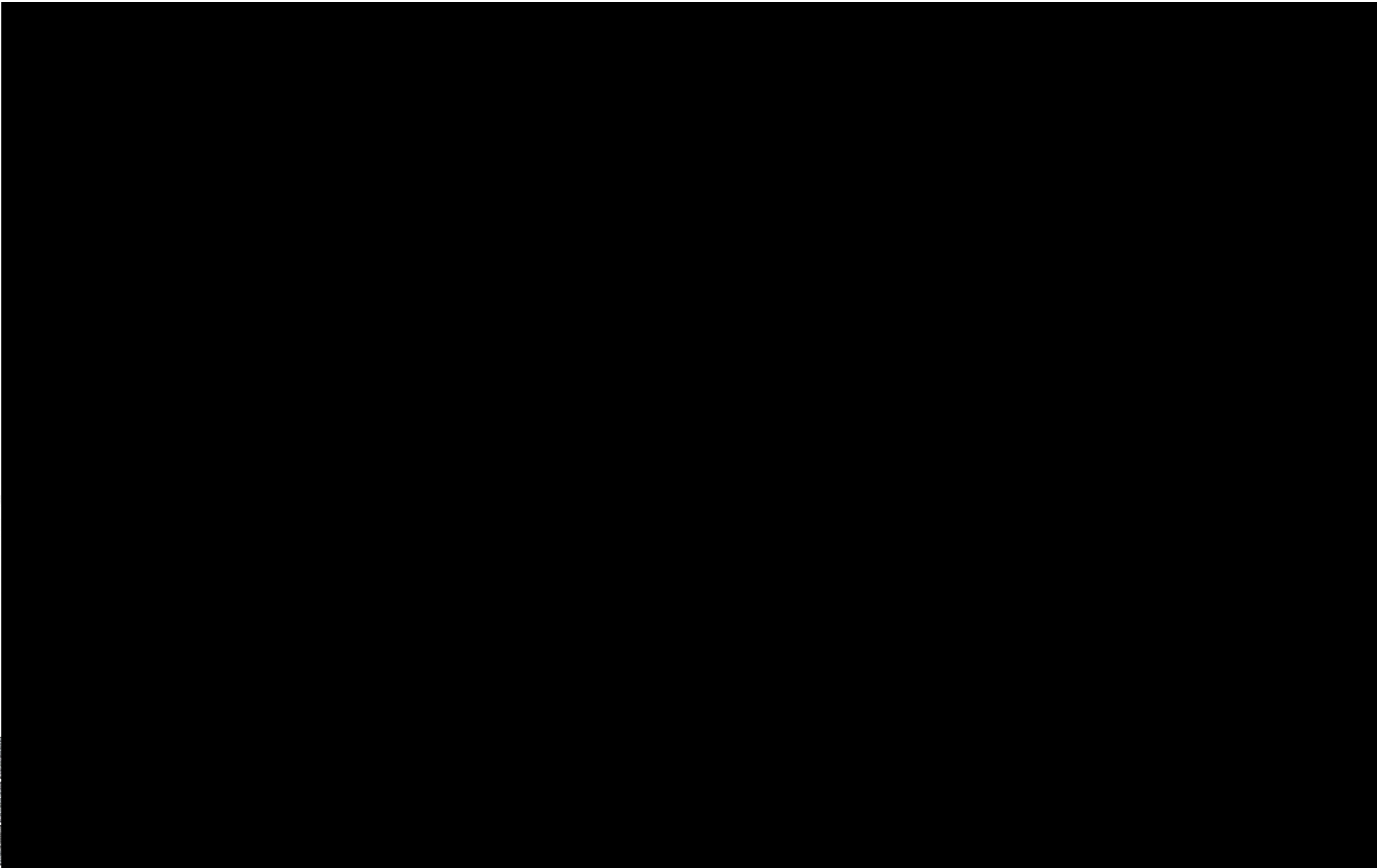
3.1 **Preparation and finalisation of Subdivision Documents**

- (a) The WL Developer is required to prepare and finalise:
 - (i) each of the Subdivision Documents in accordance with the principles in this Schedule D9 and the Subdivision Requirements; and
 - (ii) each of the schedules and annexures to the Subdivision Documents (including the Shared Facilities Schedule and associated plans and the plans showing the Restricted MQD Areas) in accordance with the principles outlined in this Schedule D9, the Subdivision Requirements and the ISD Operations Principles.
- (b) The principles set out in clauses 3 and 4 of Schedule D13 (*Subdivision Principles*) of the Station Delivery Deed will apply to the extent relevant.
- (c) The WL Developer and the Principal acknowledge and agree that:



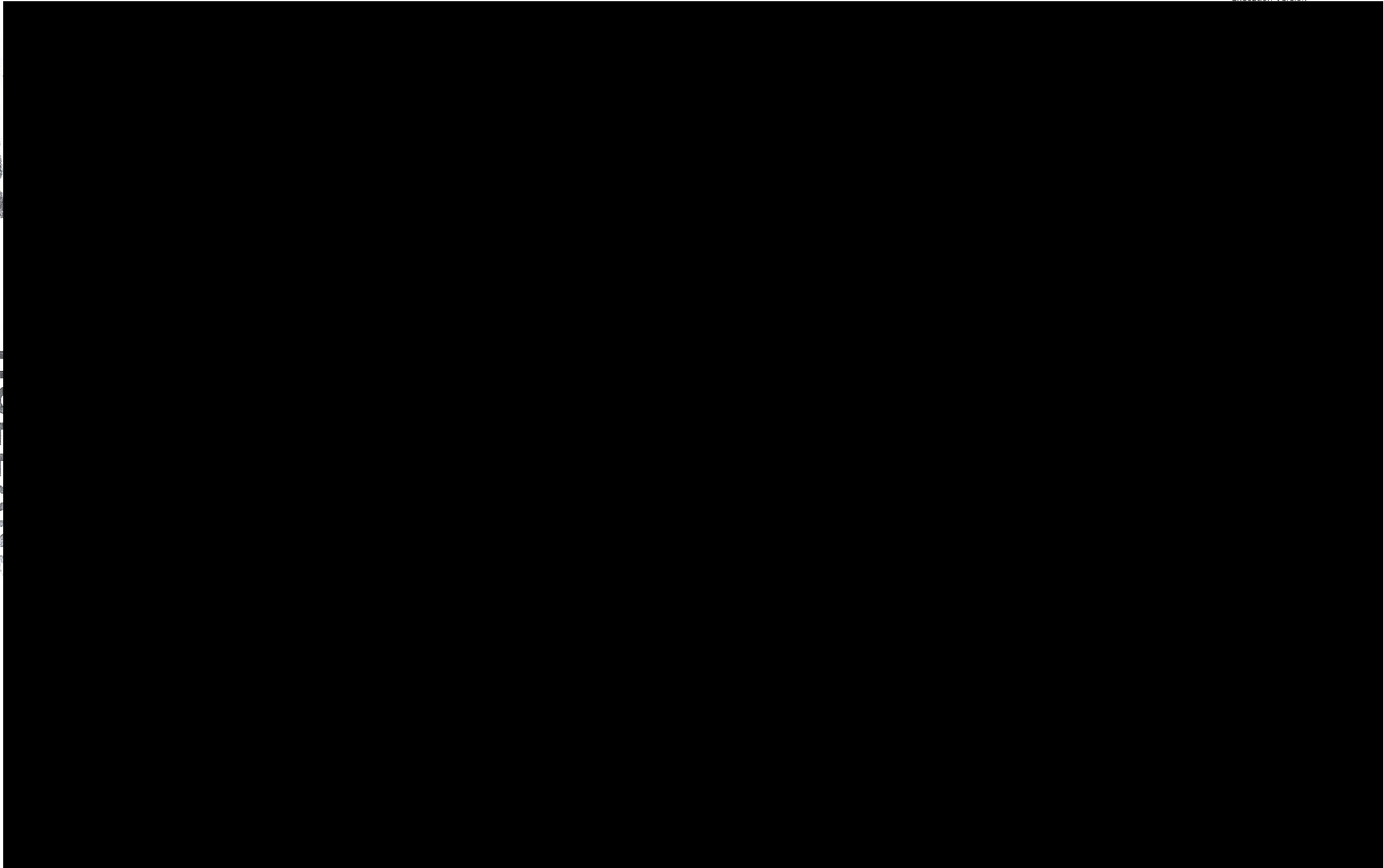
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Schedule D9 (Subdivision Principles)



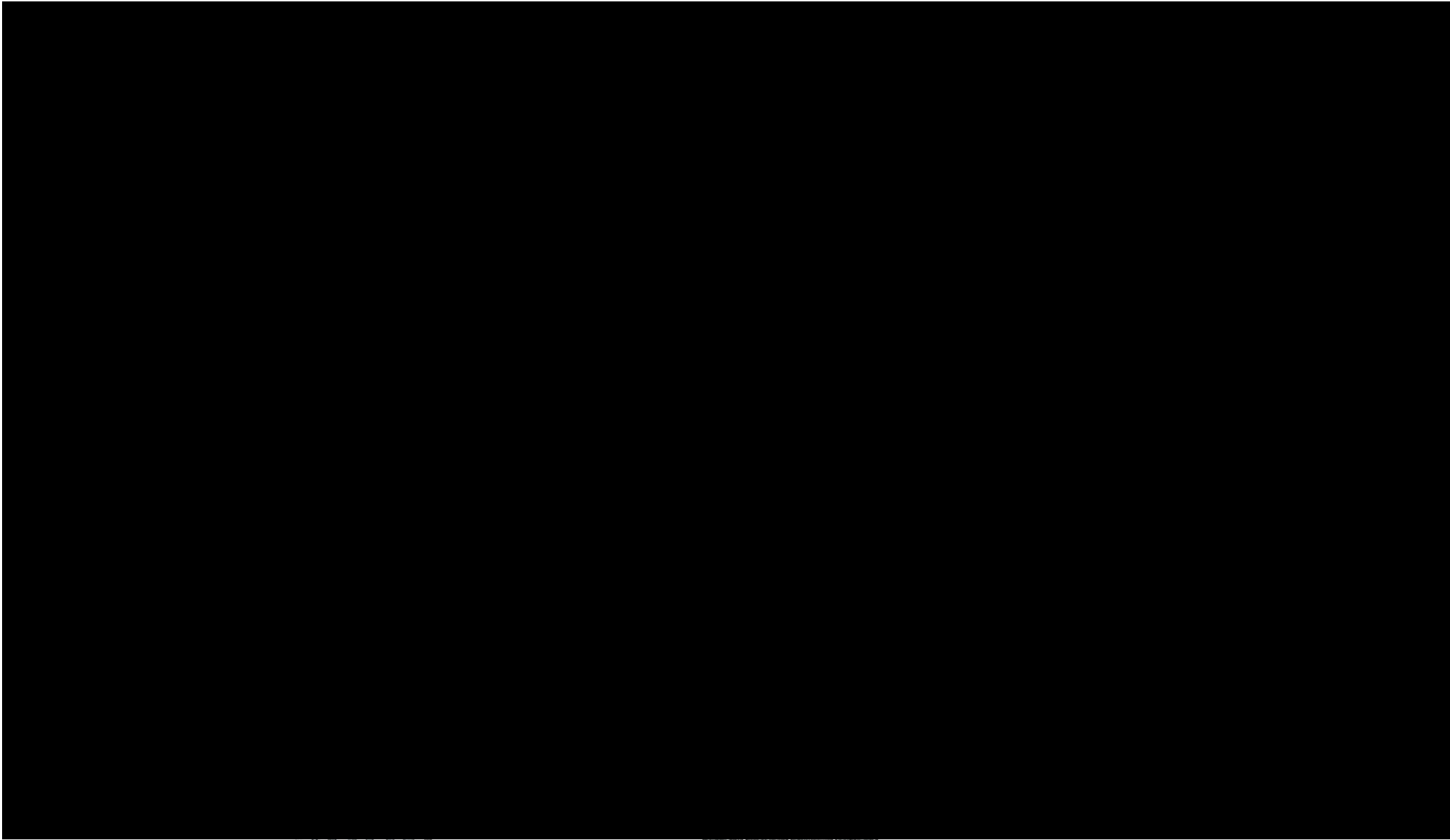
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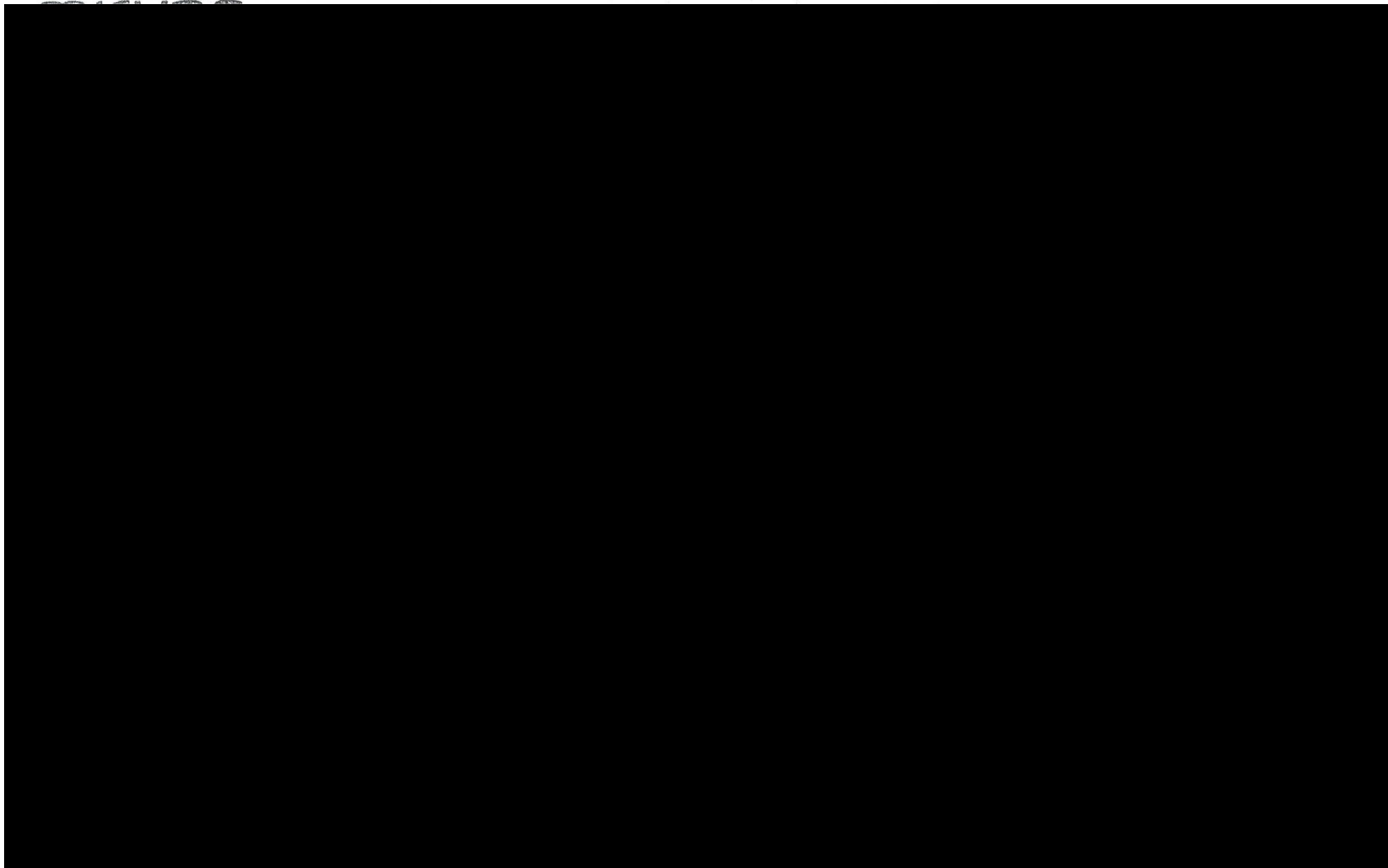
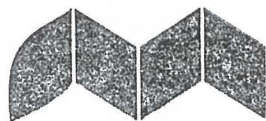
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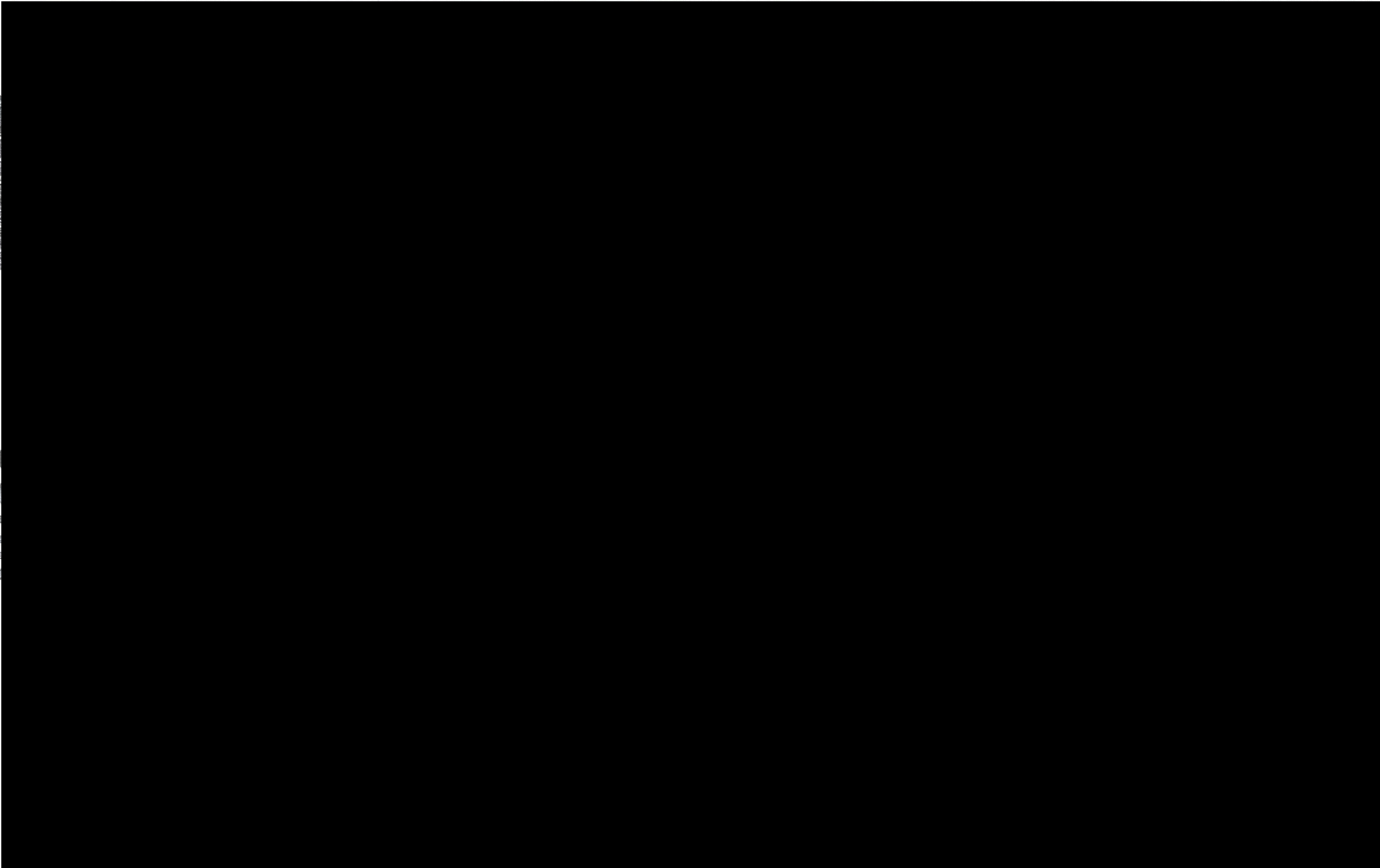


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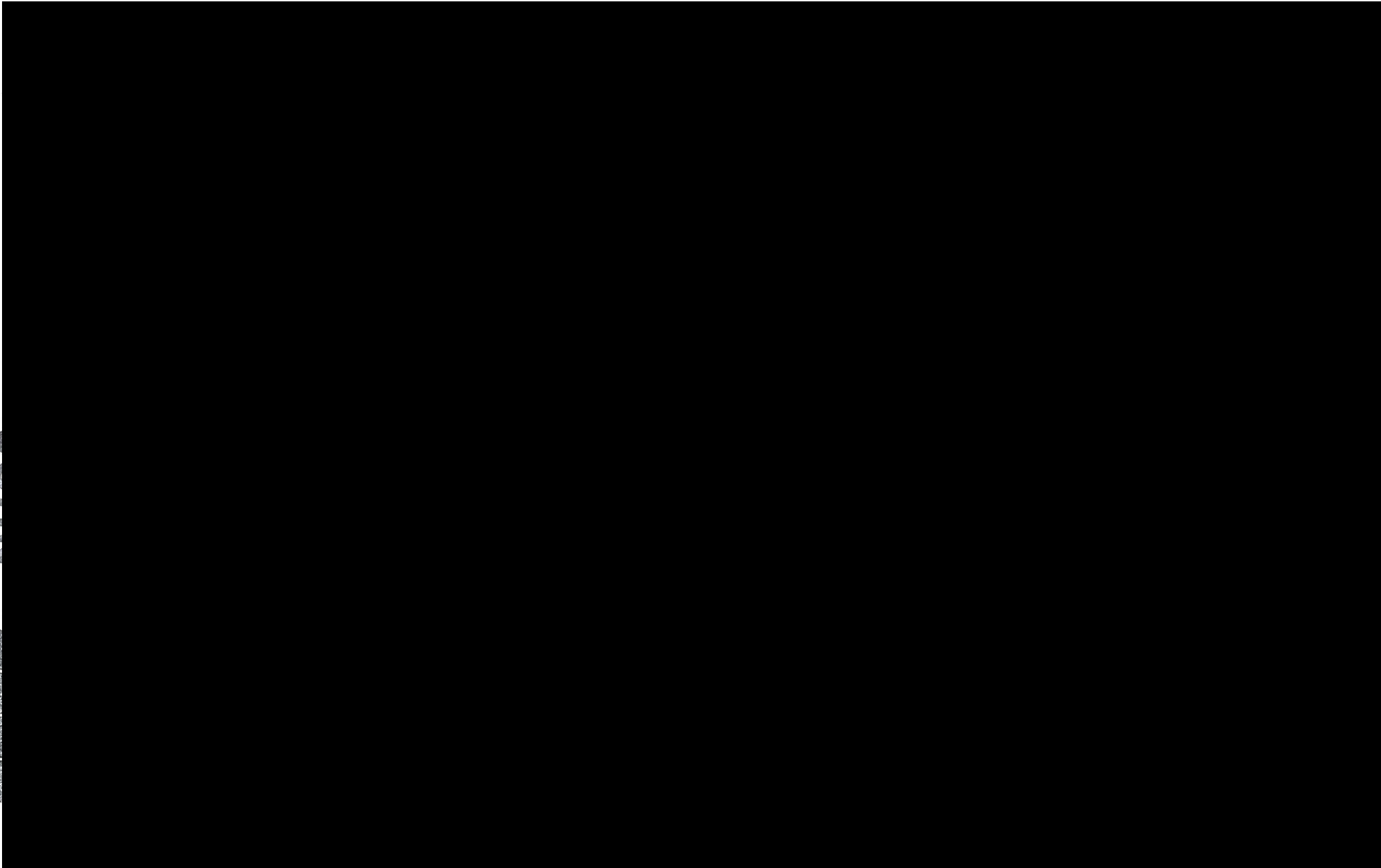


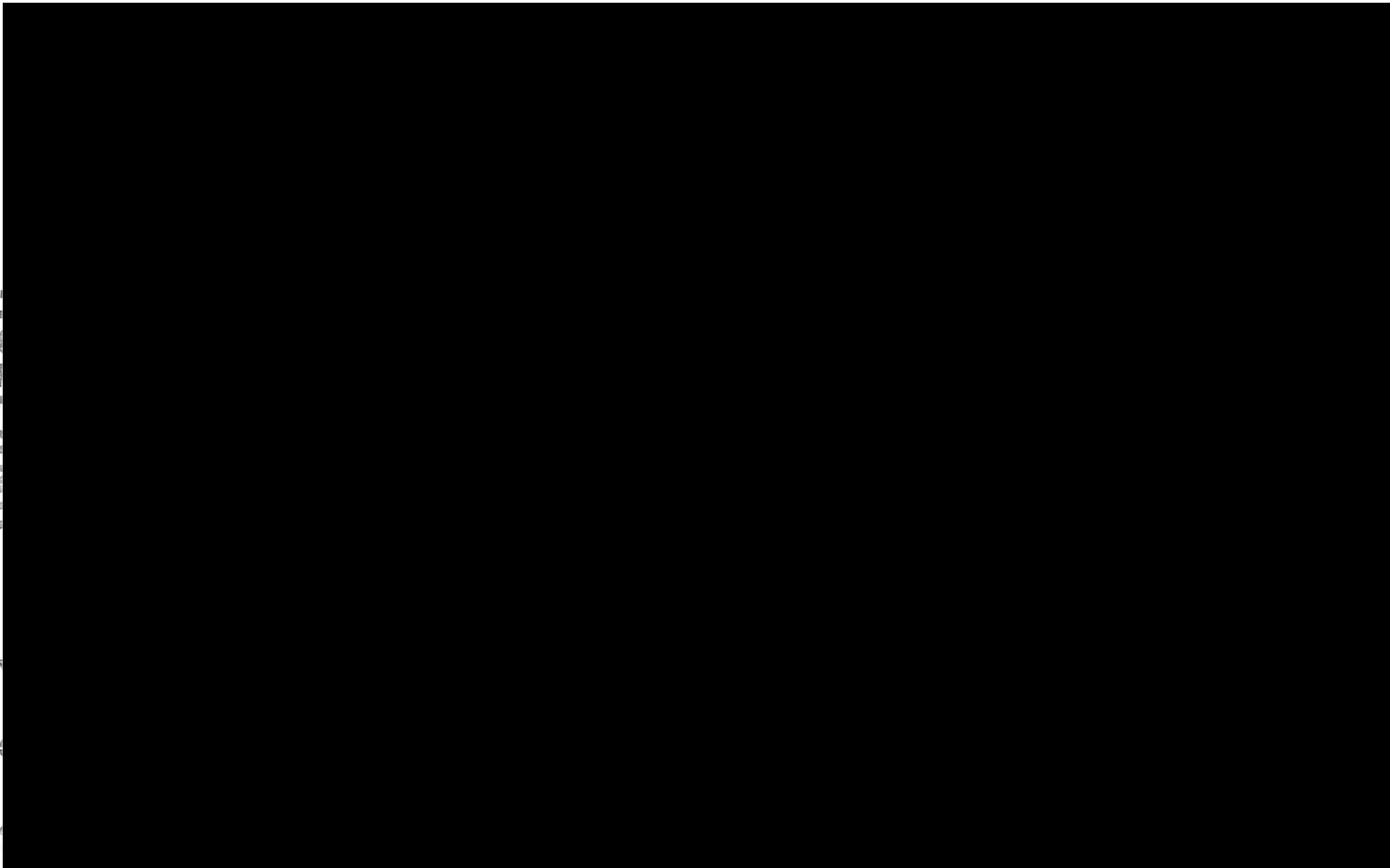


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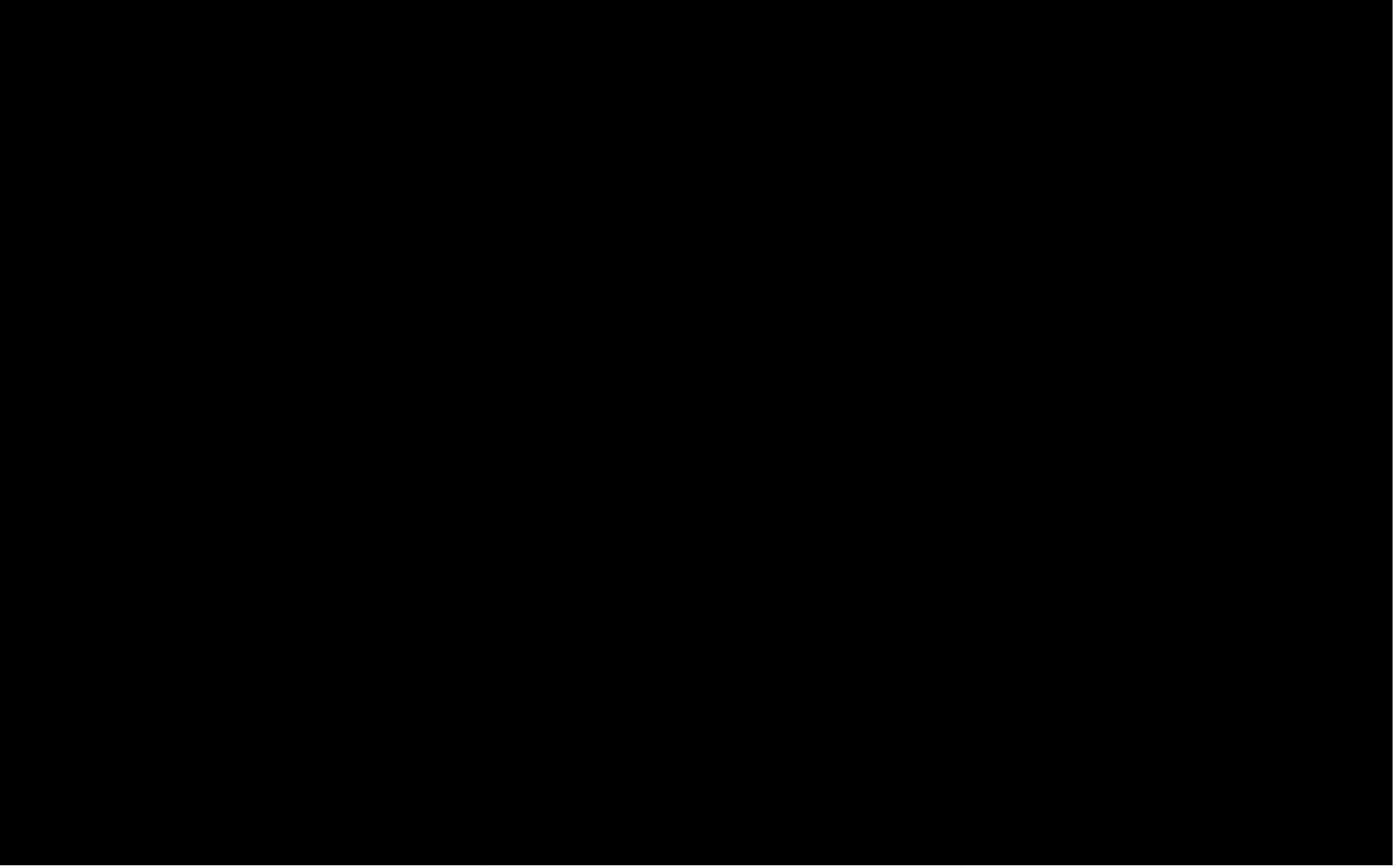


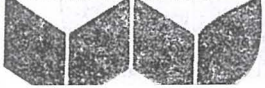
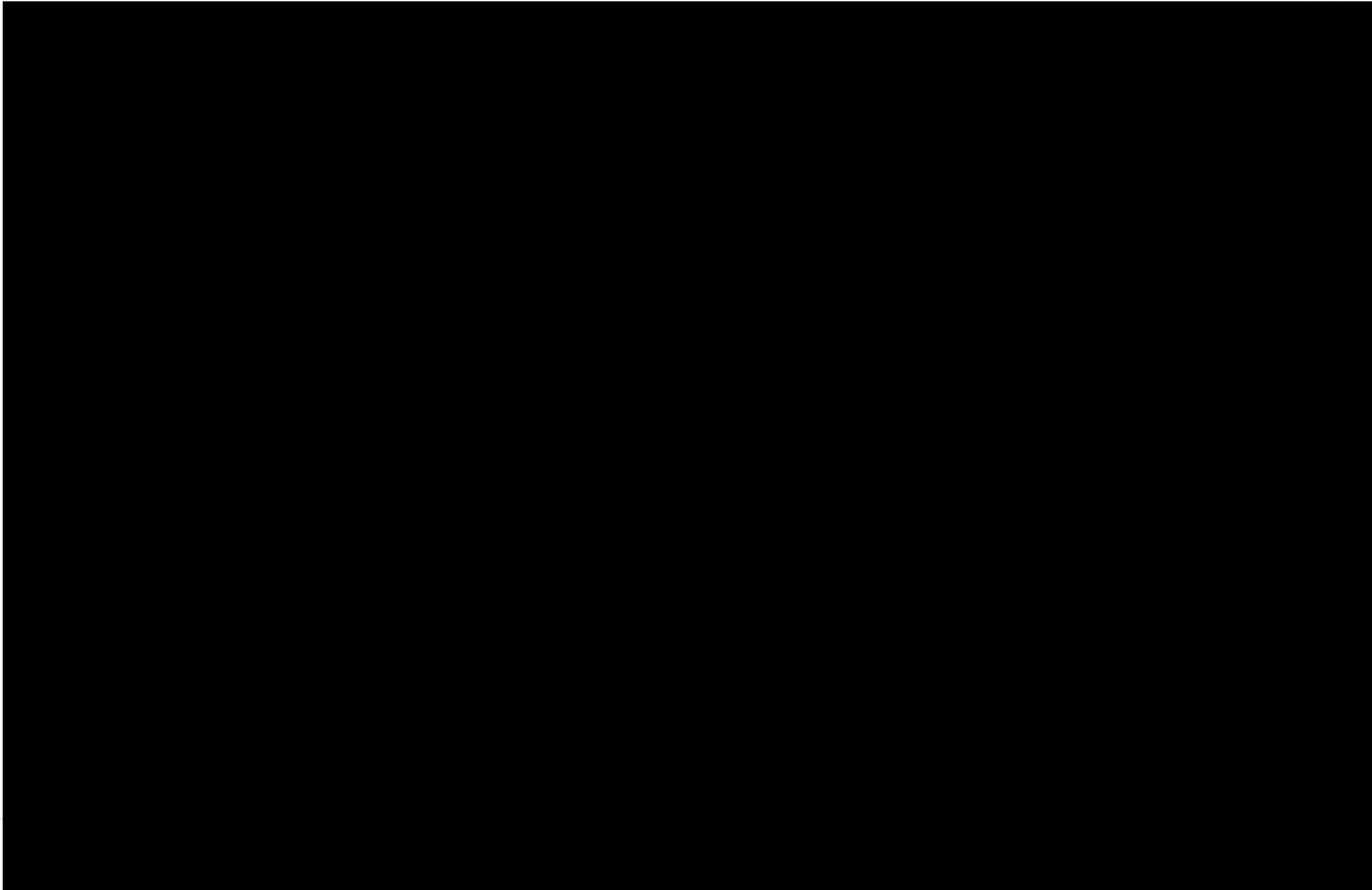
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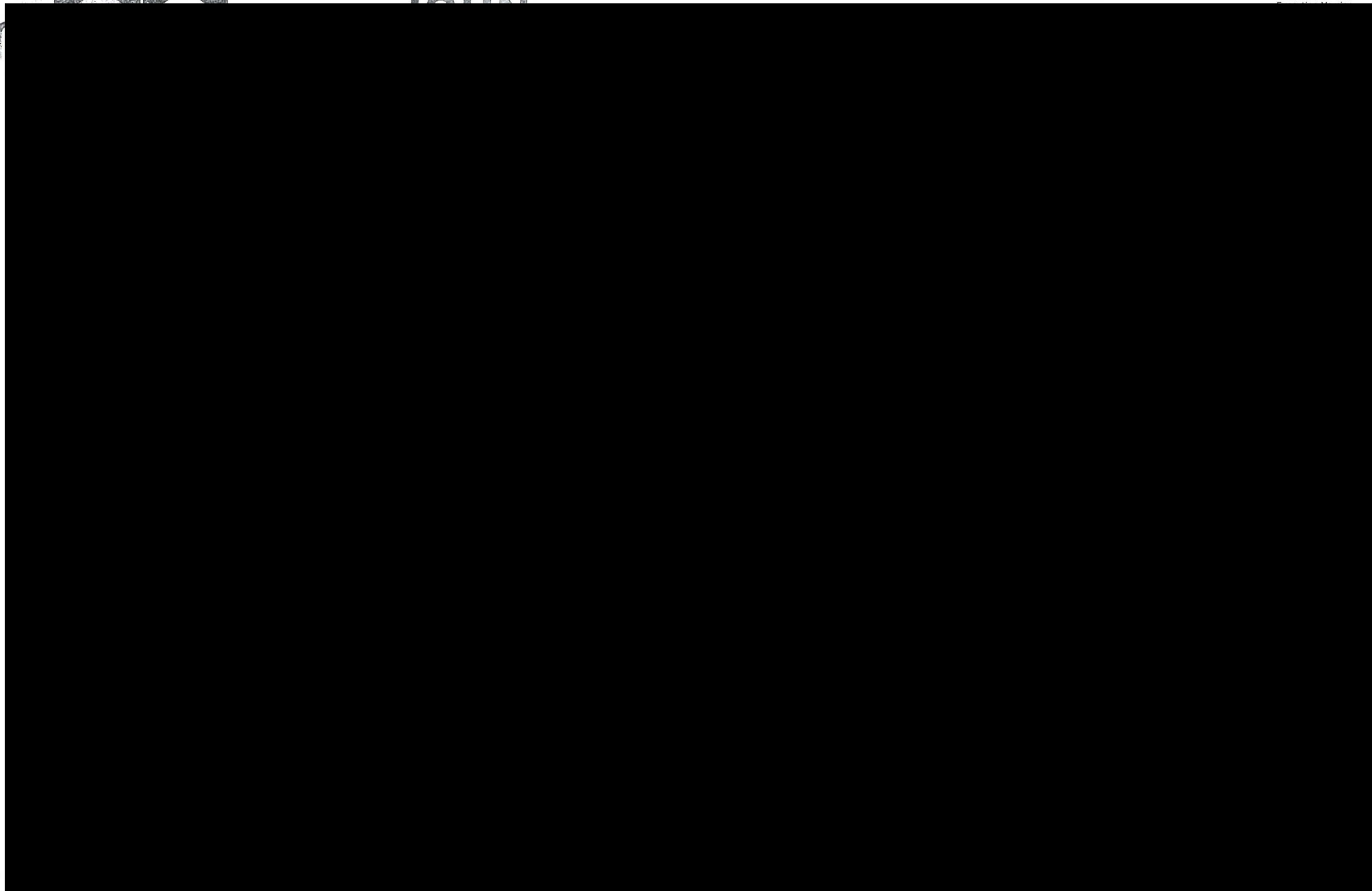


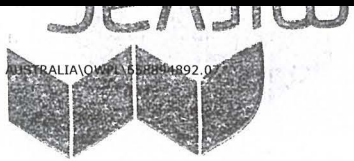
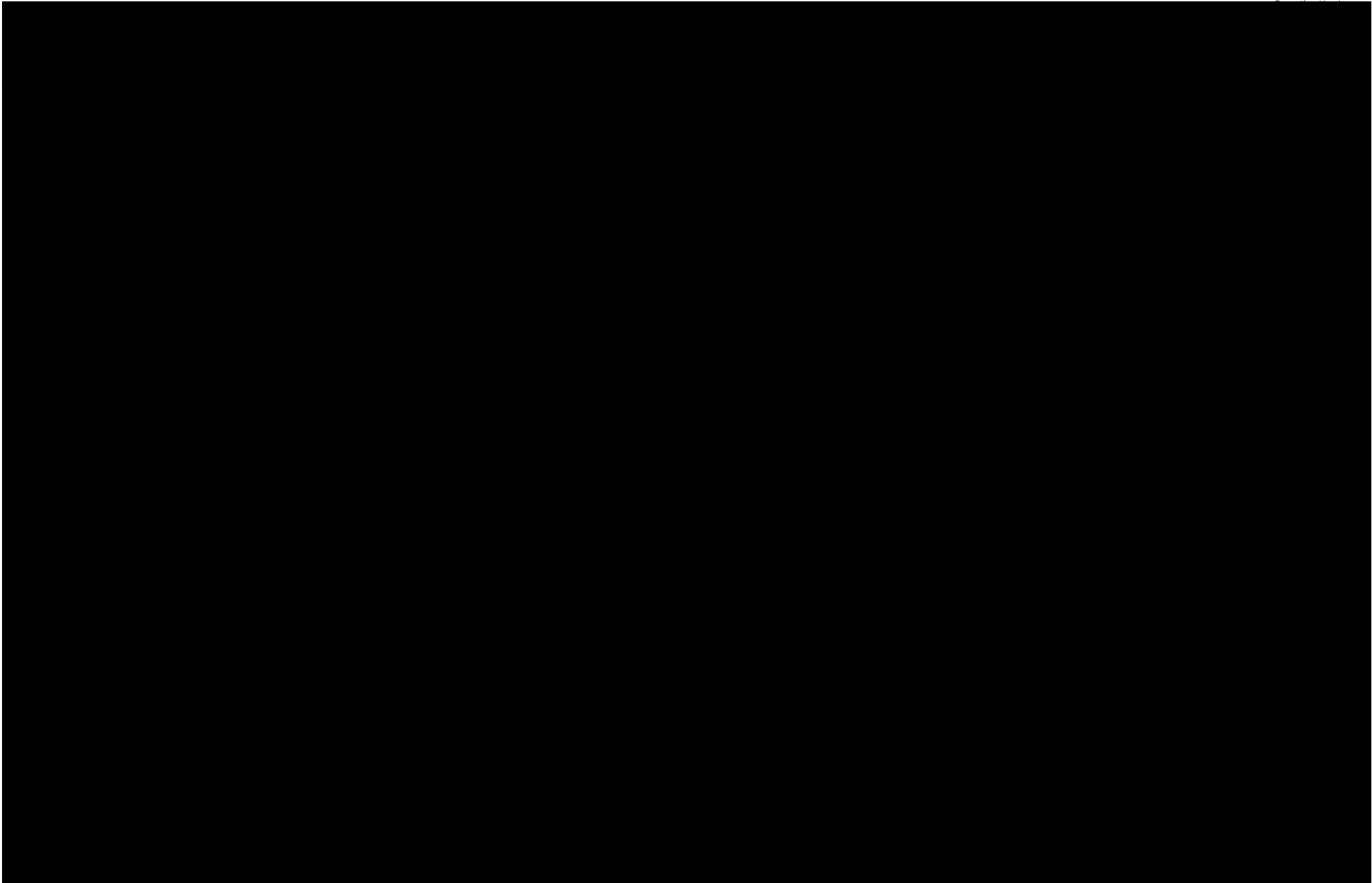


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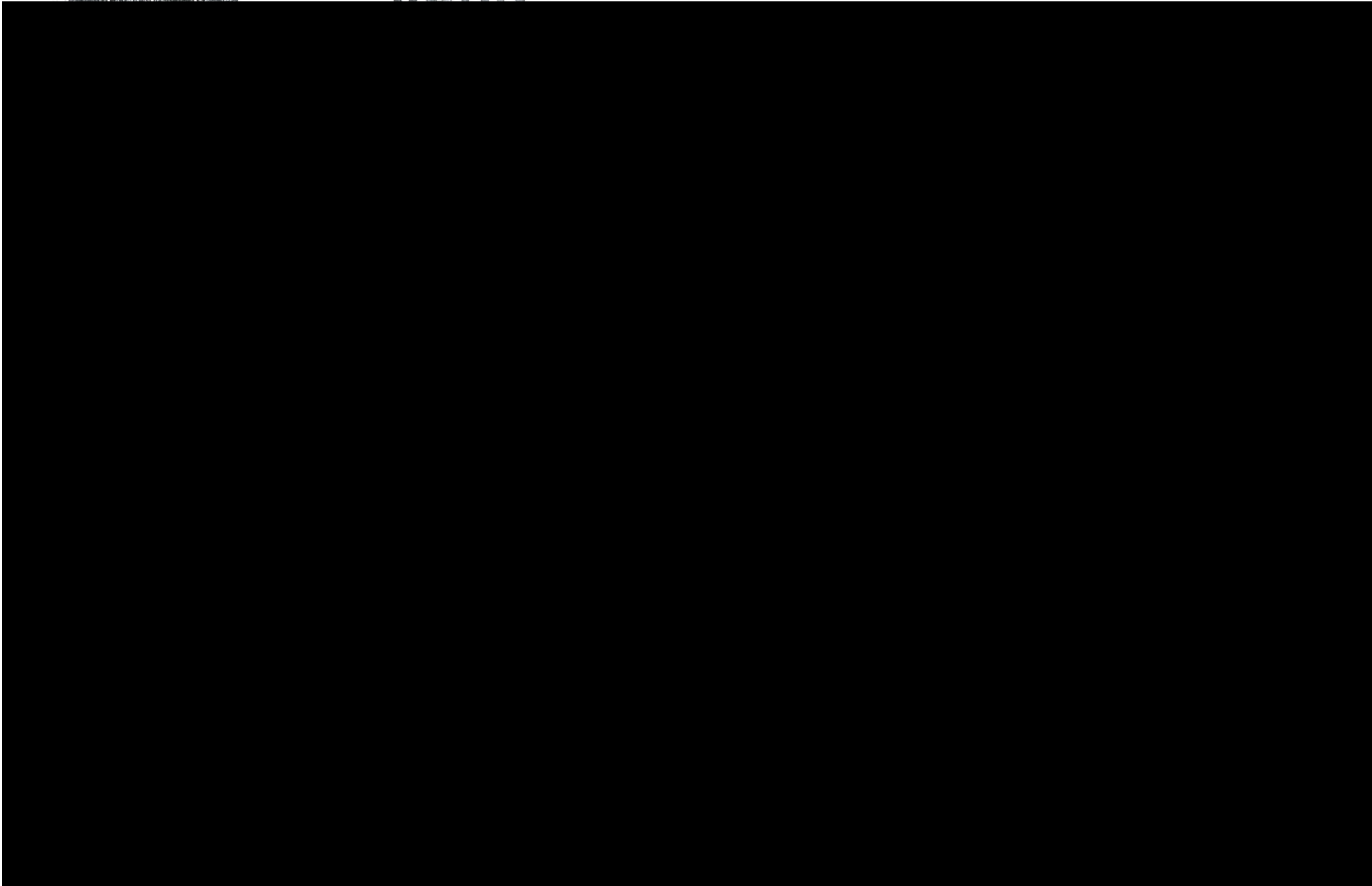


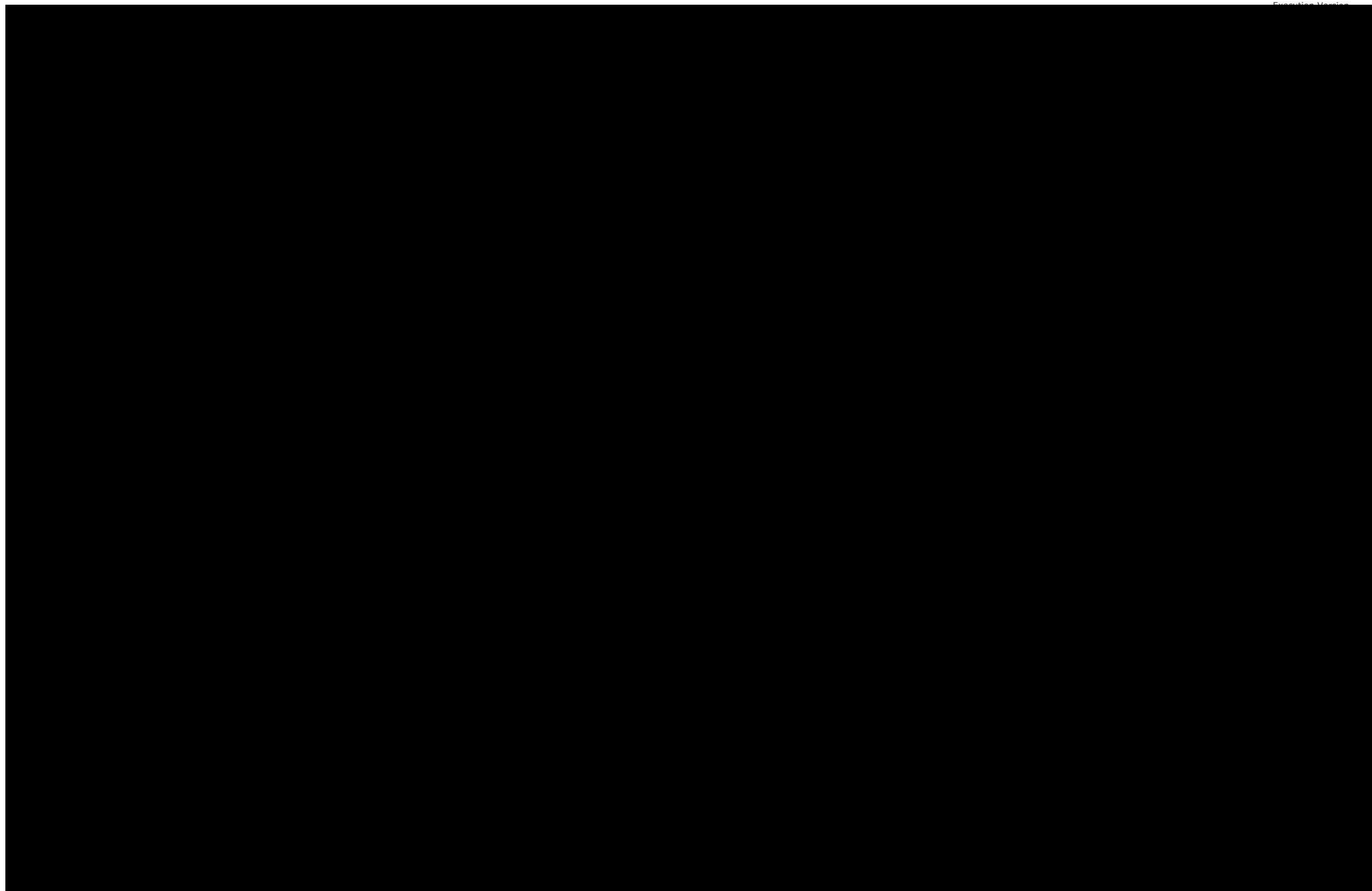


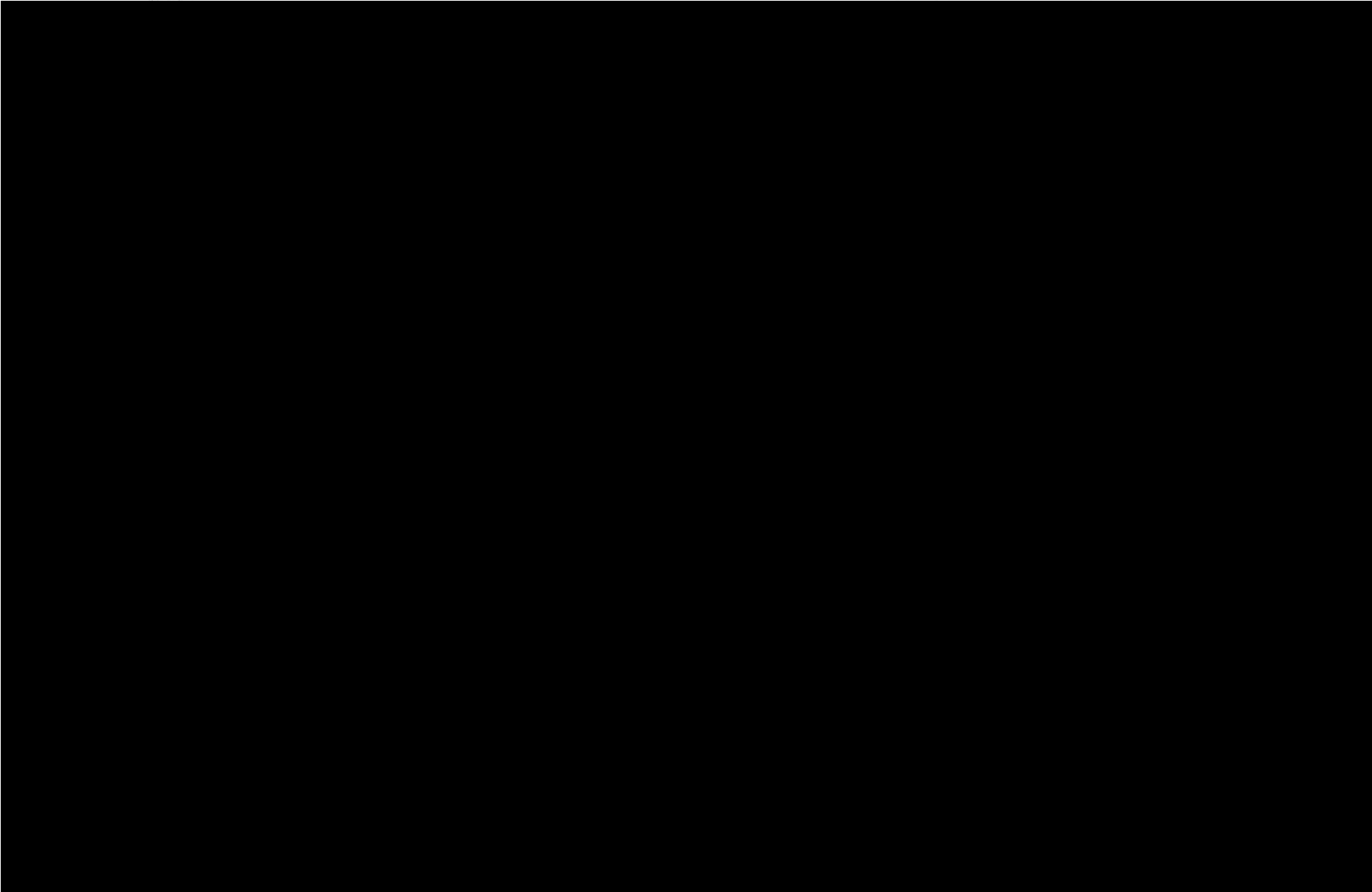


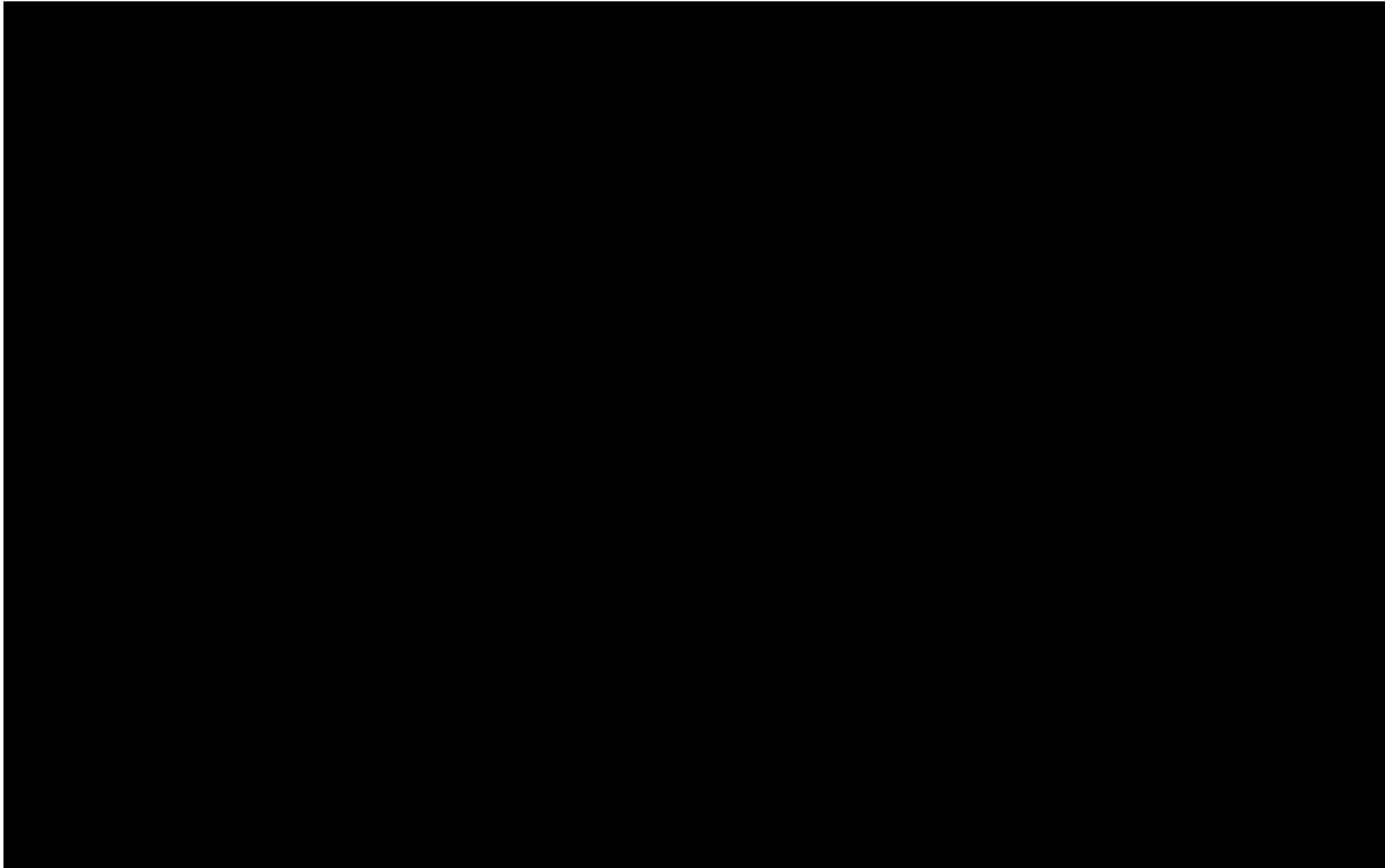


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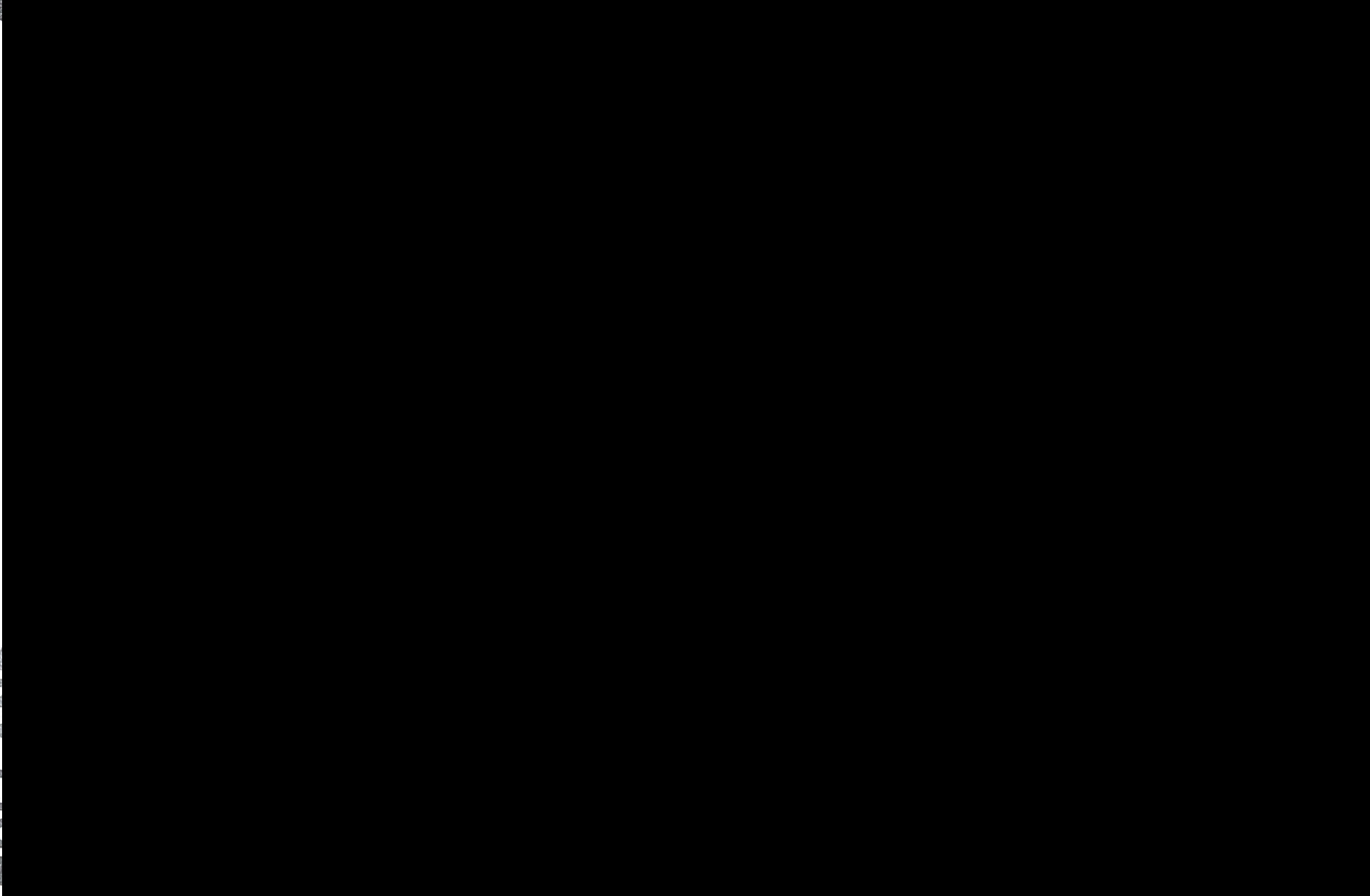








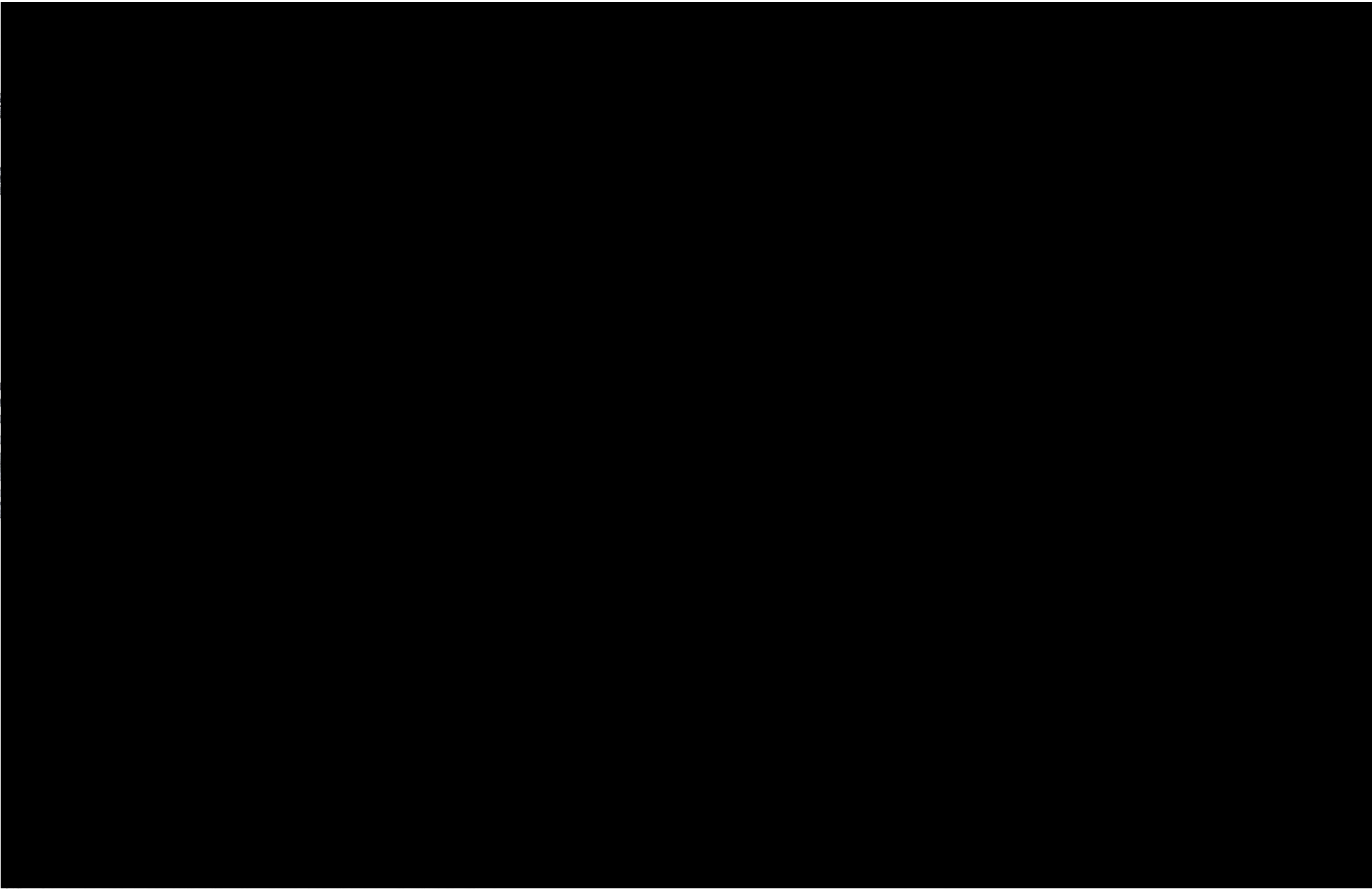




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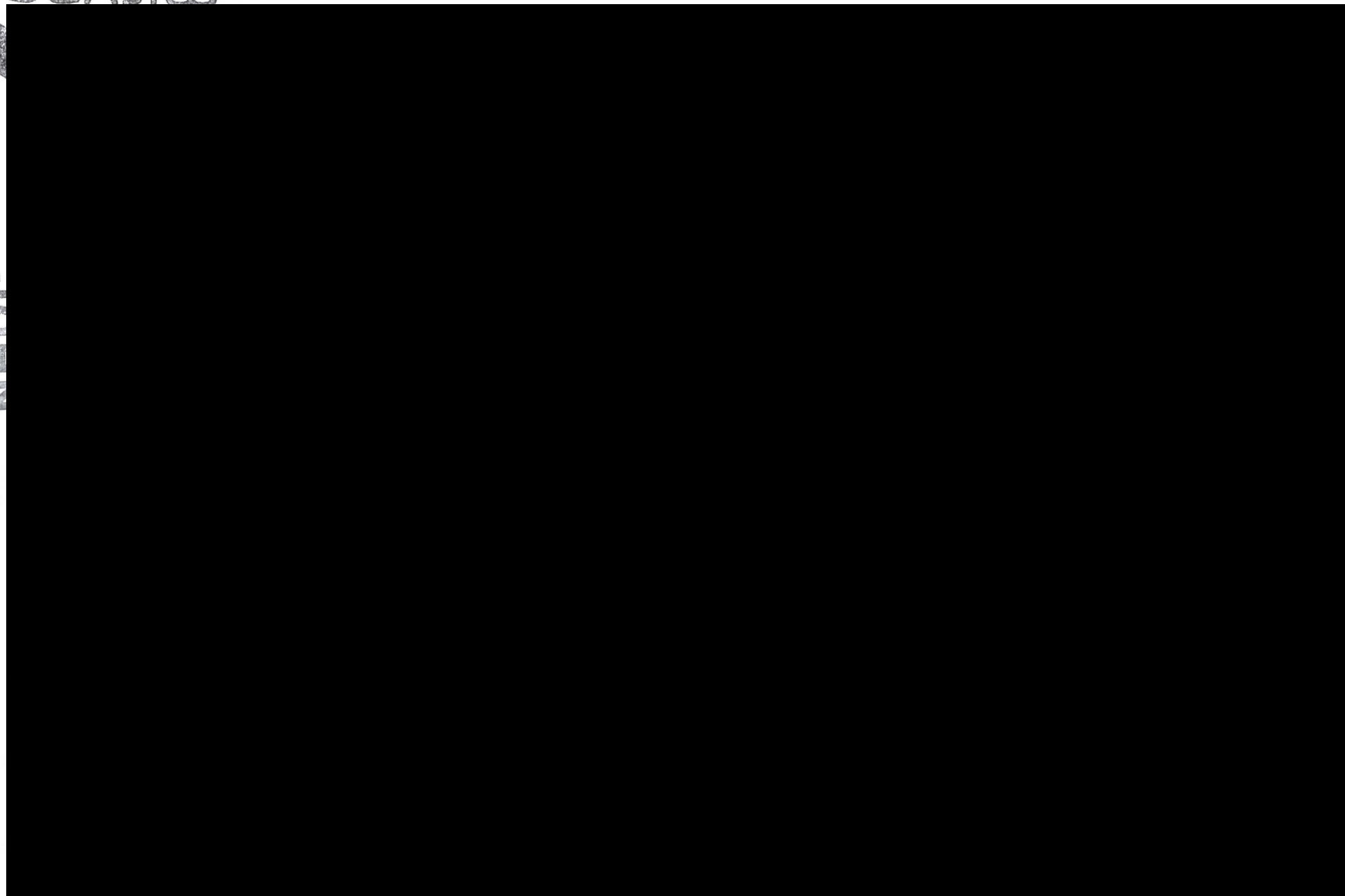


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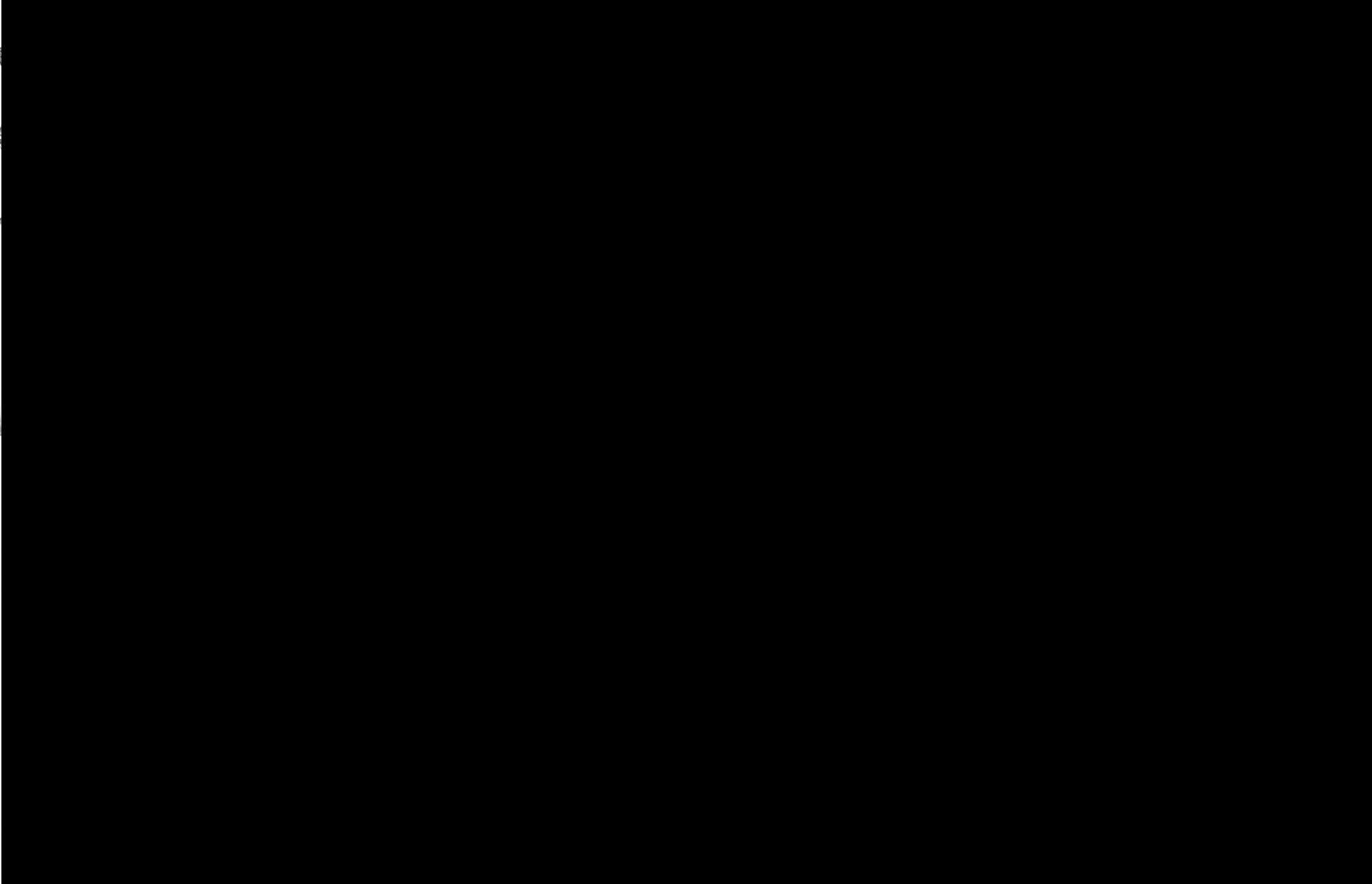


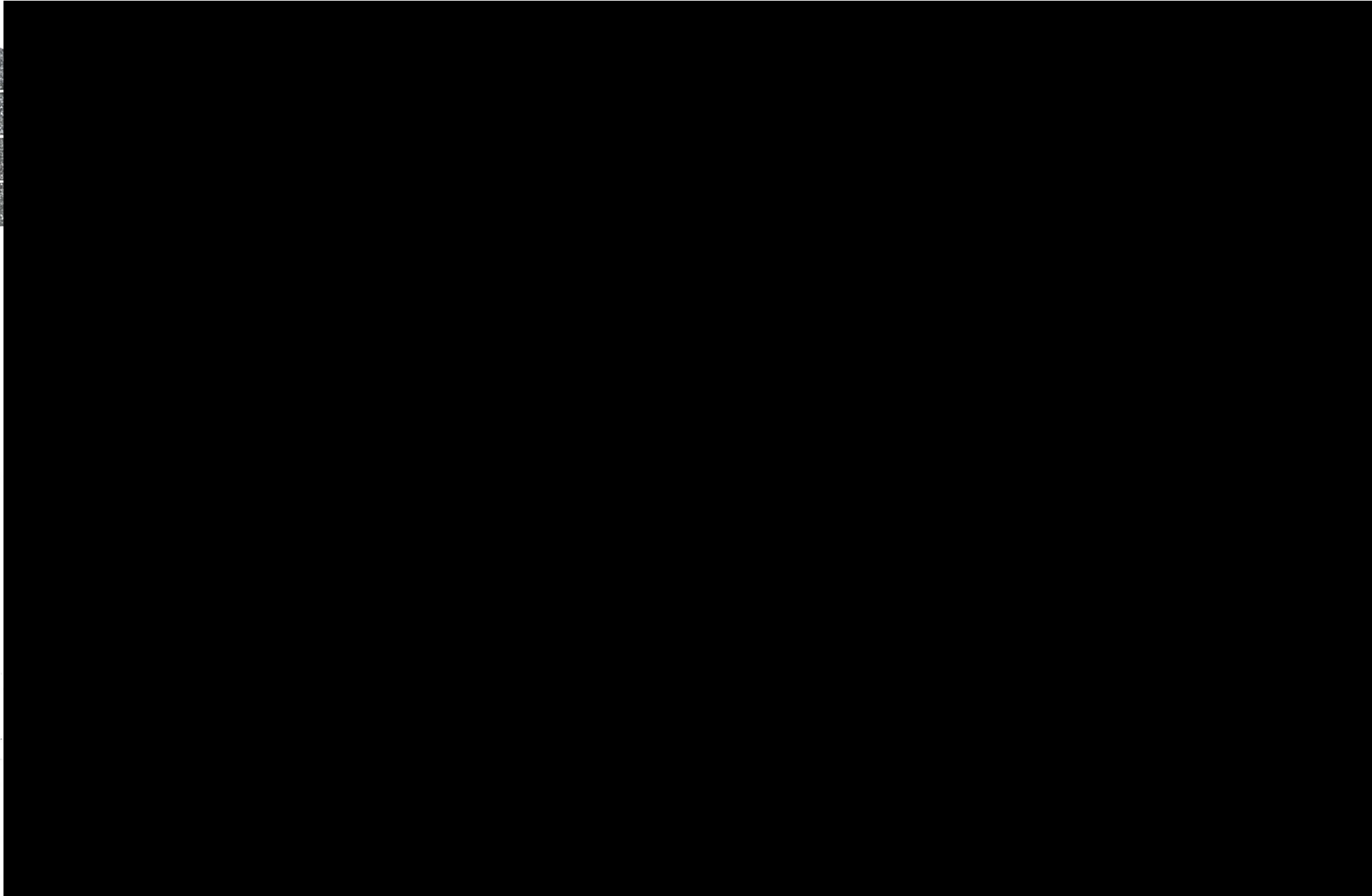
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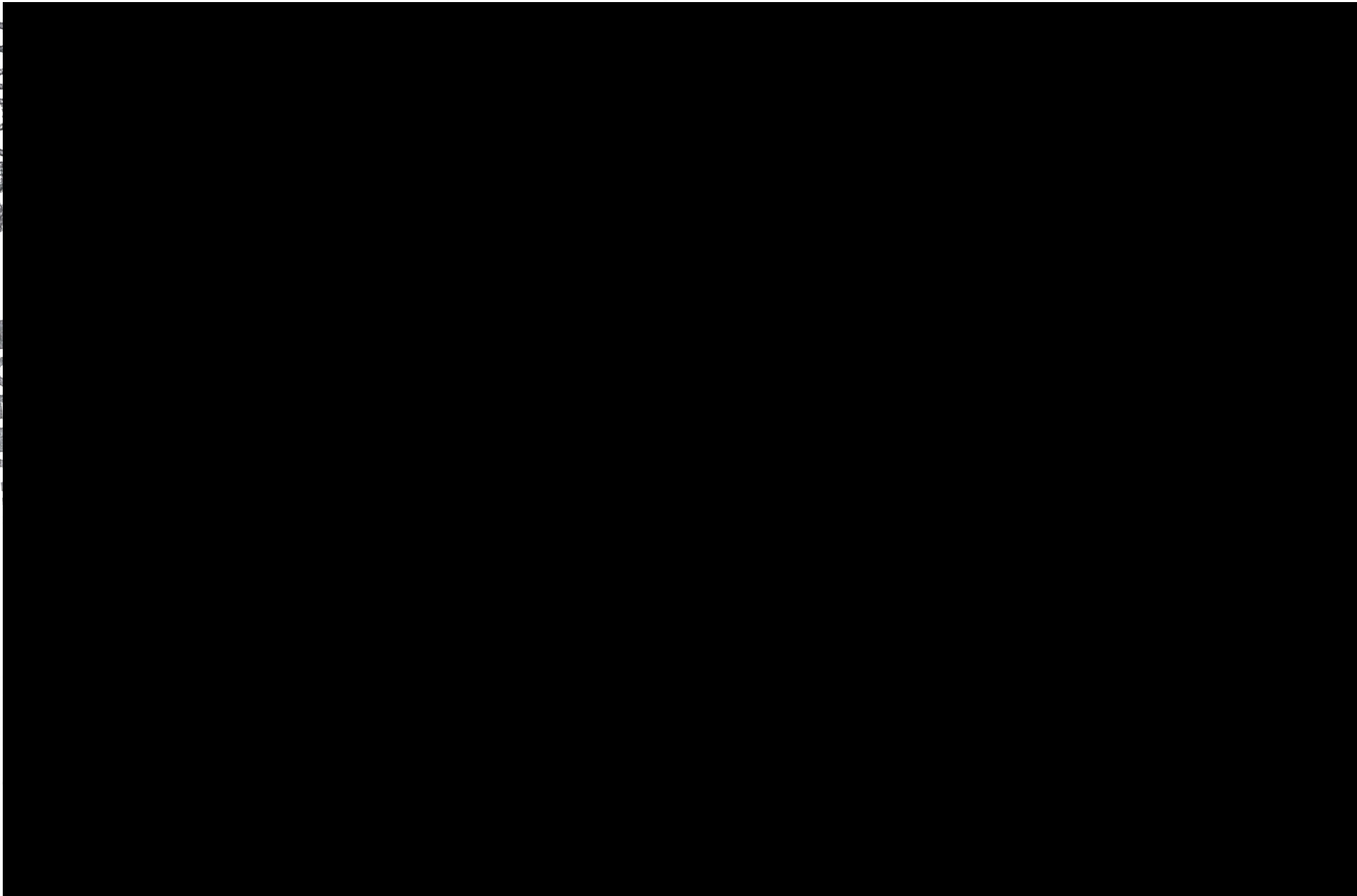
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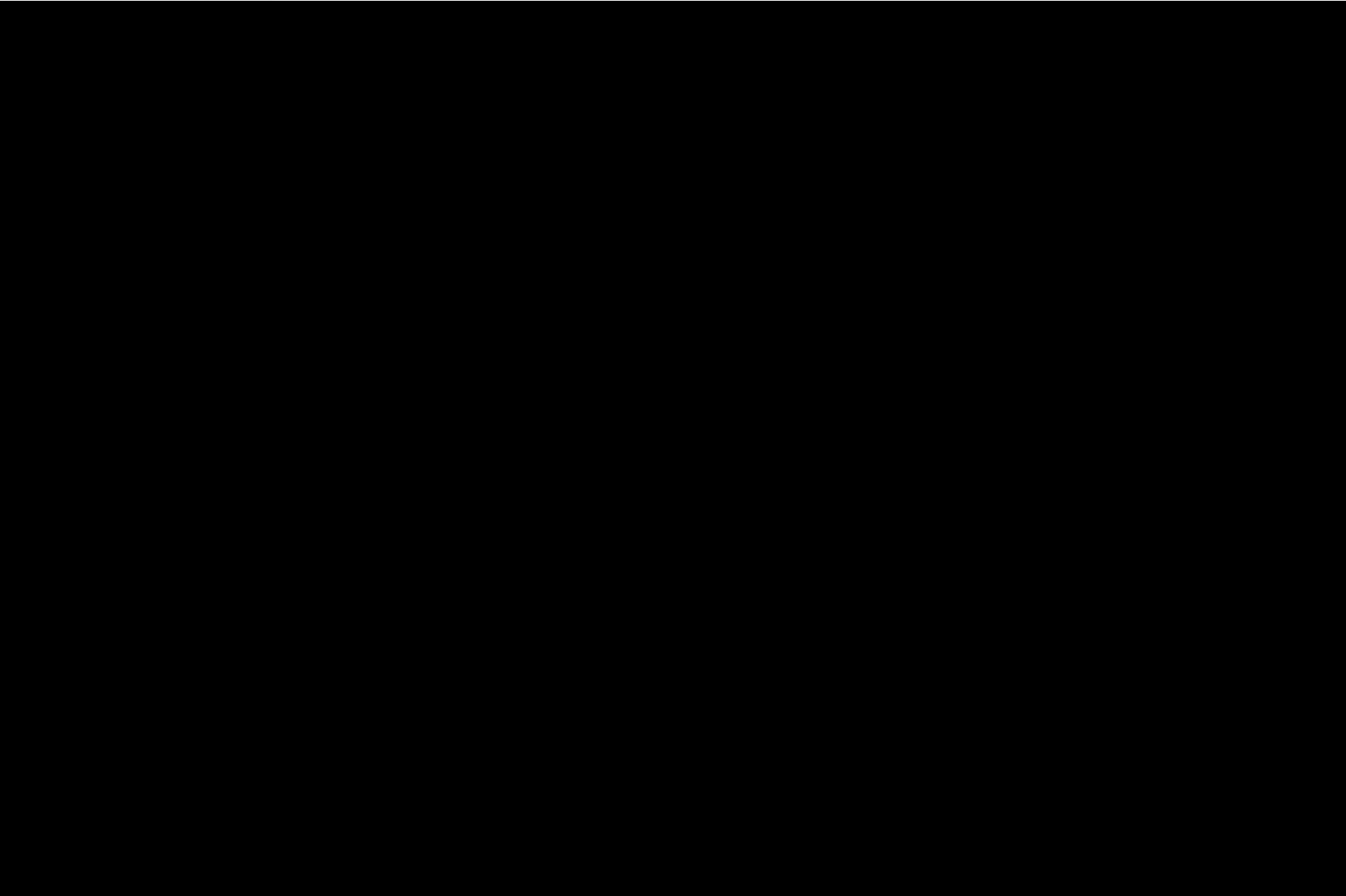


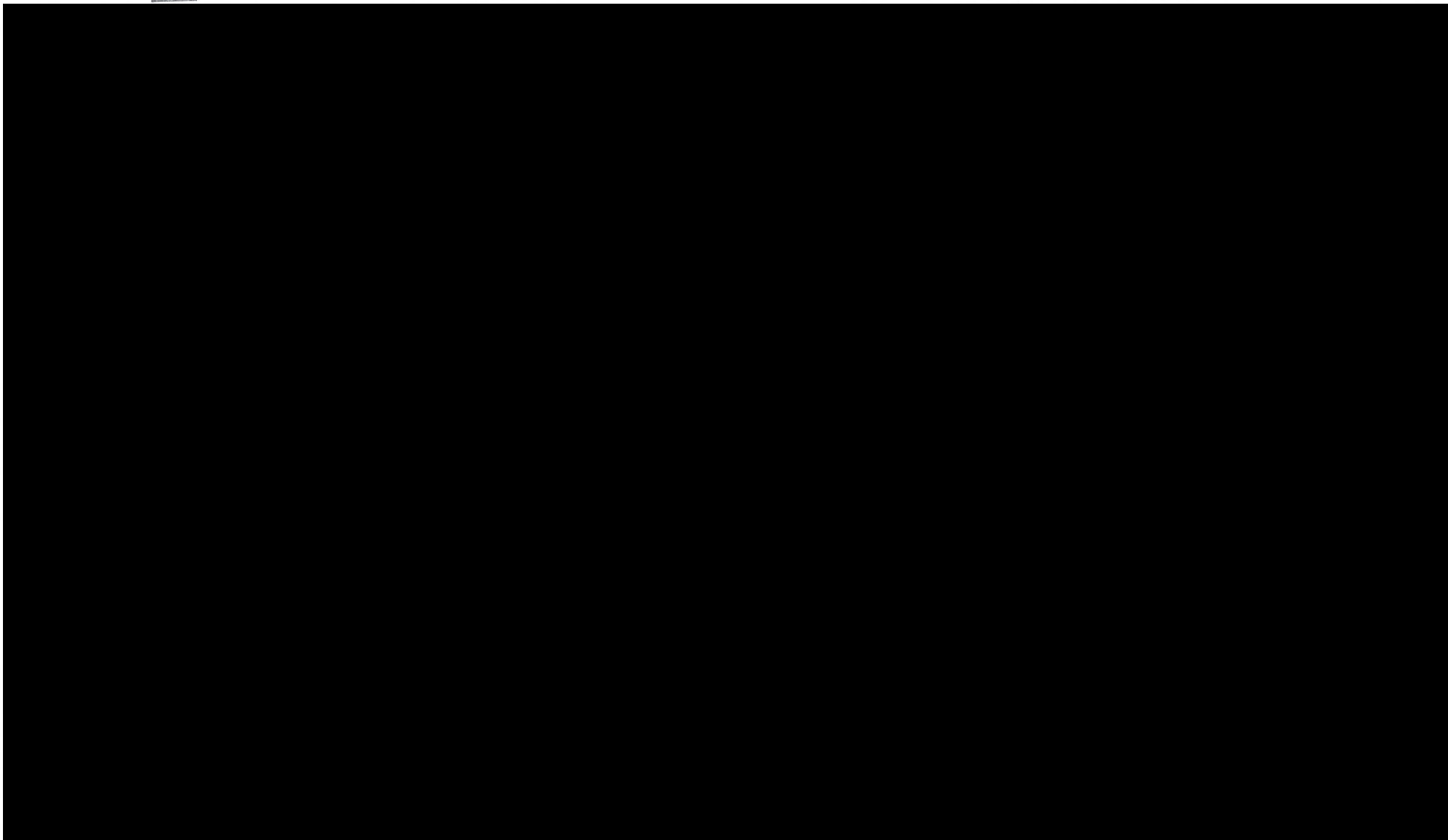




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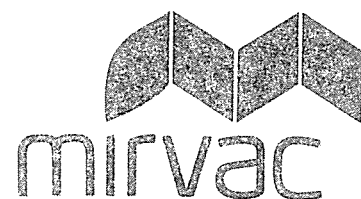
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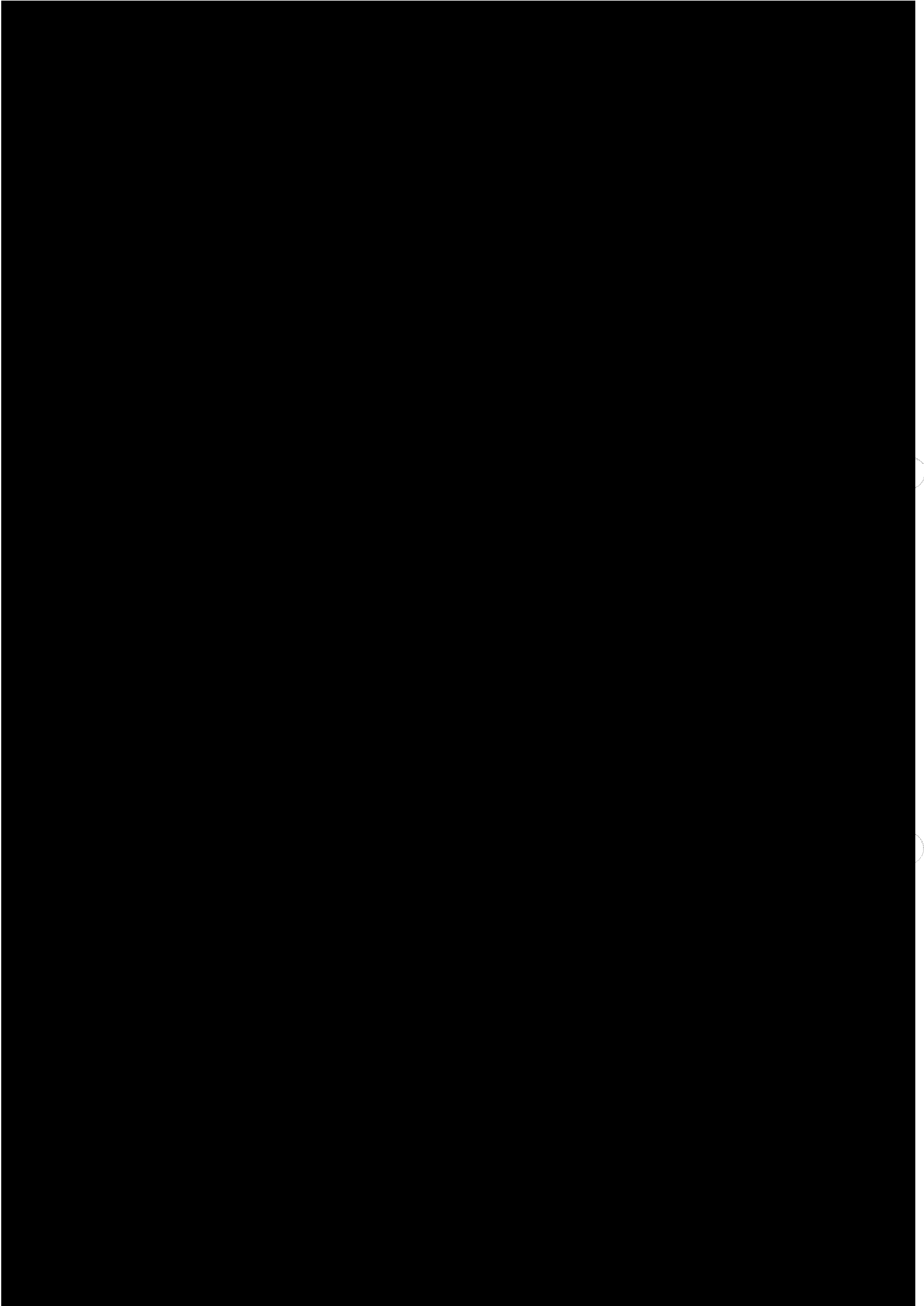


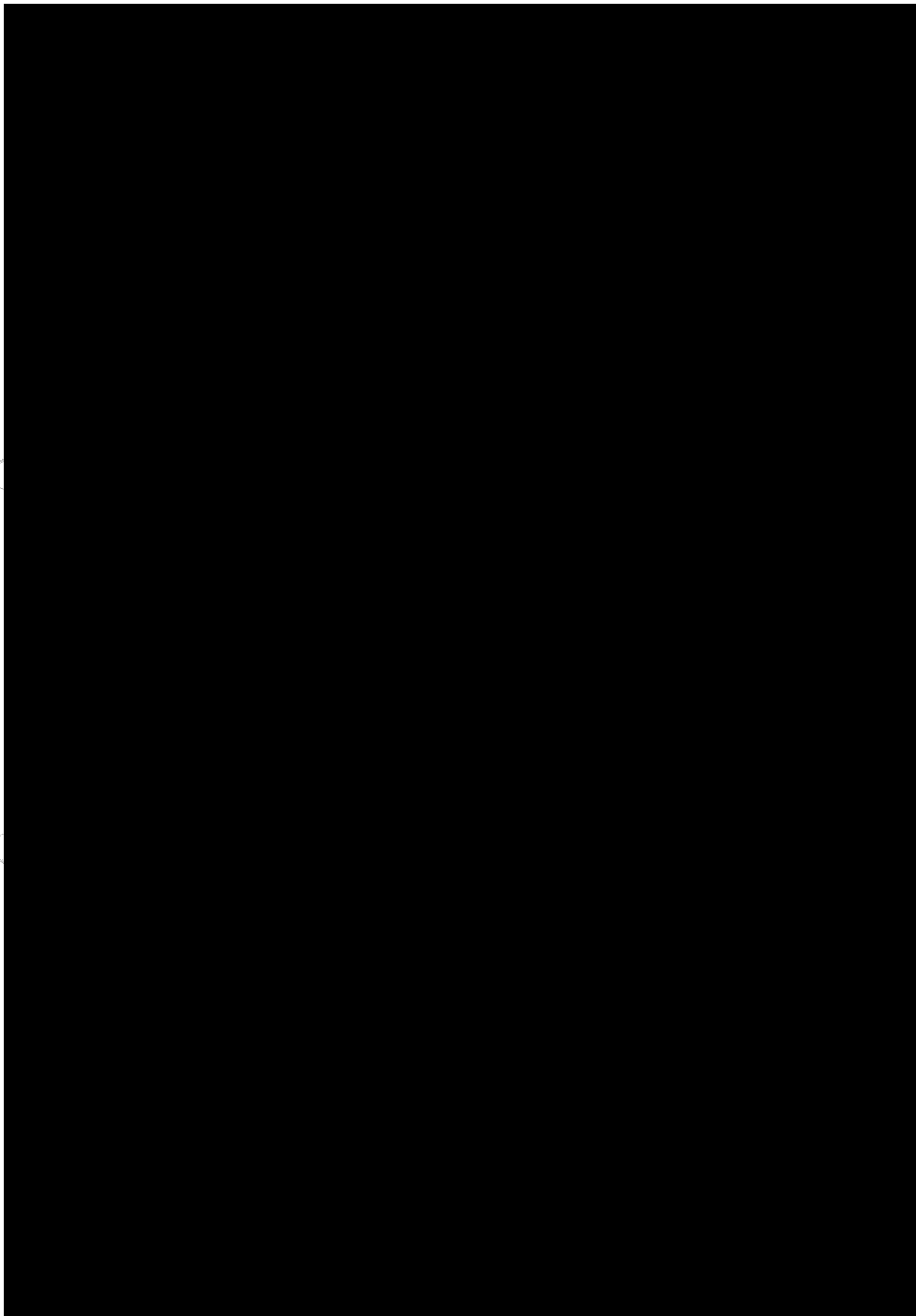


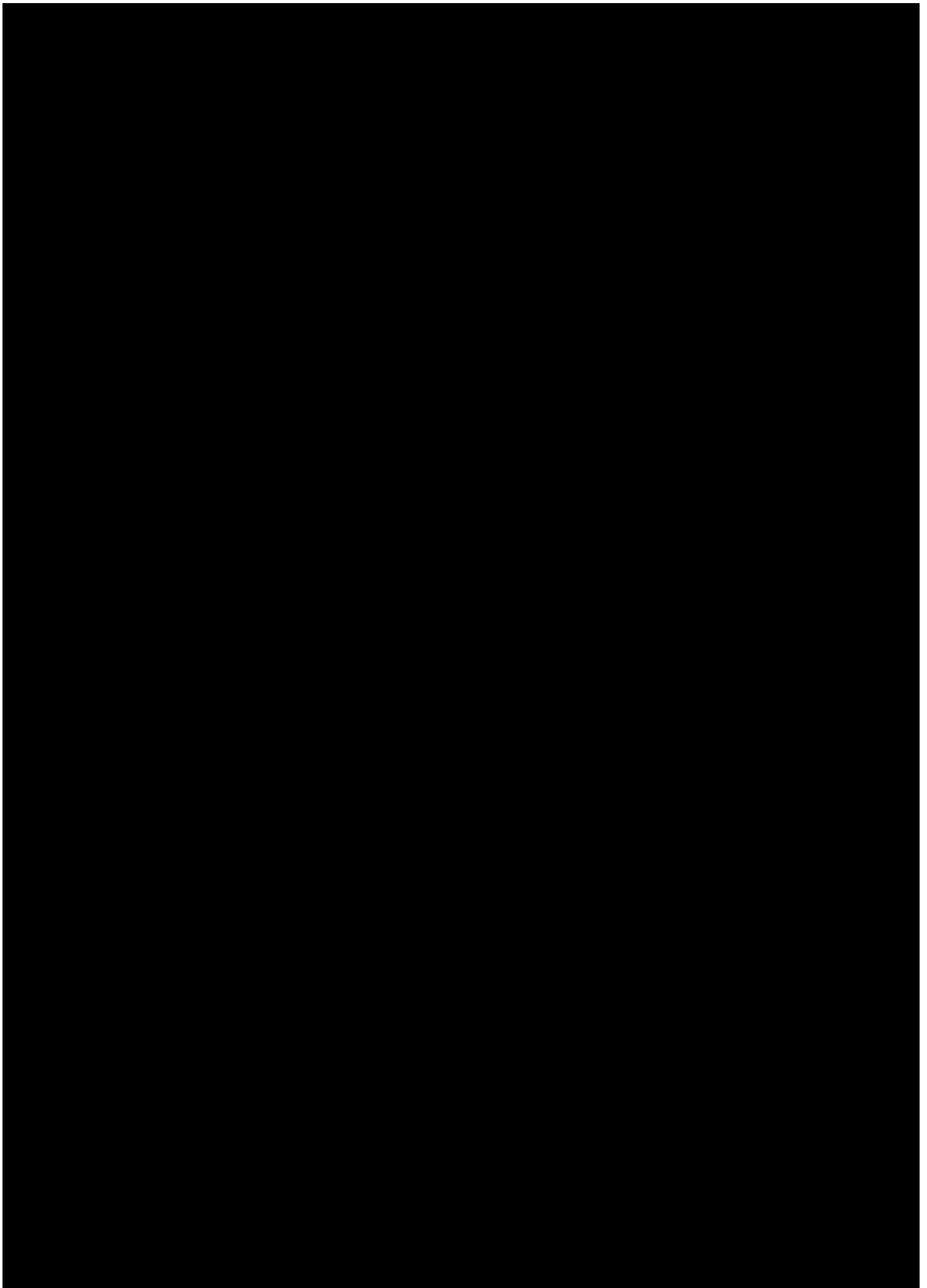
SCHEDULE D10. – DRAFT SUBSEQUENT SECTION 88B INSTRUMENT

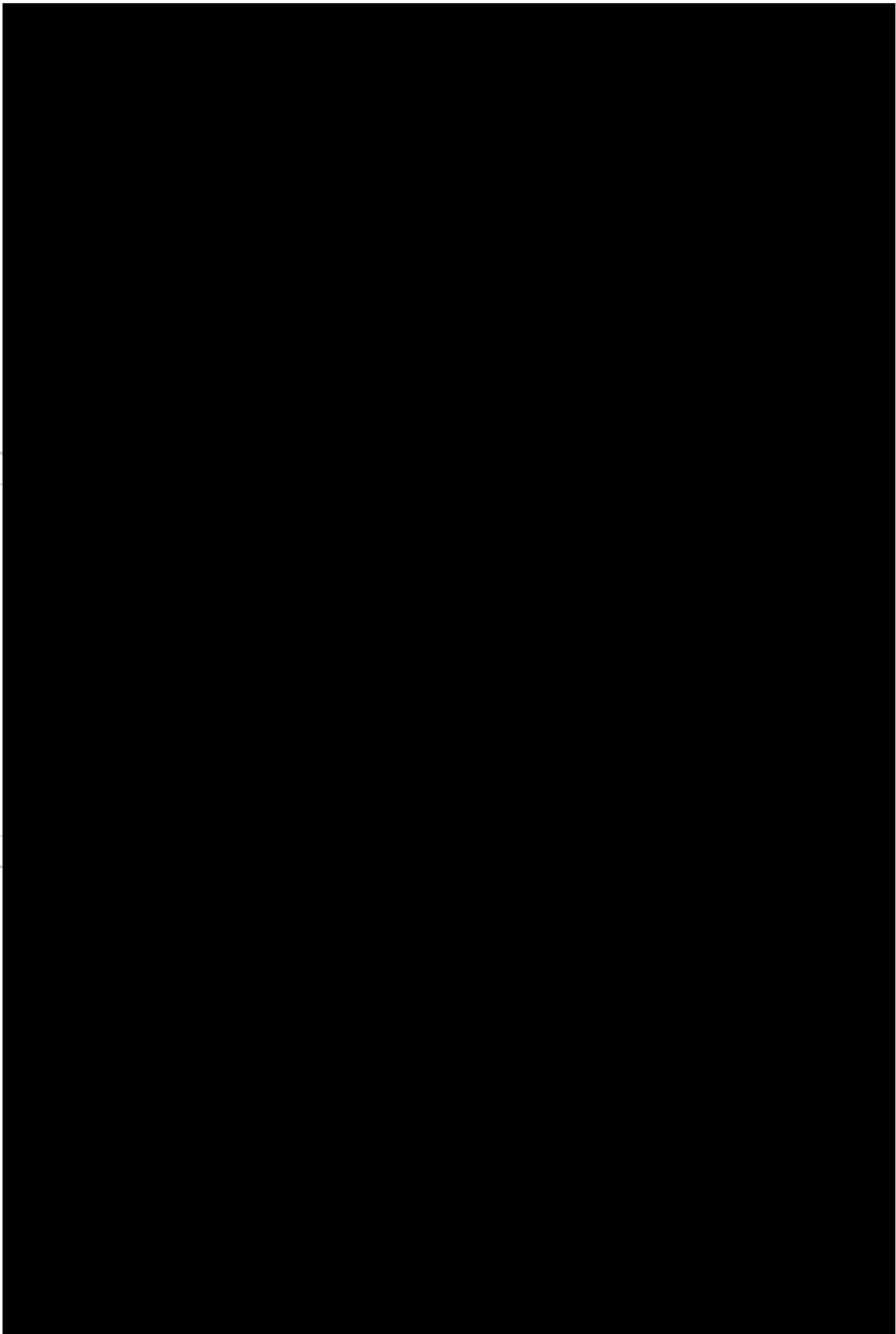
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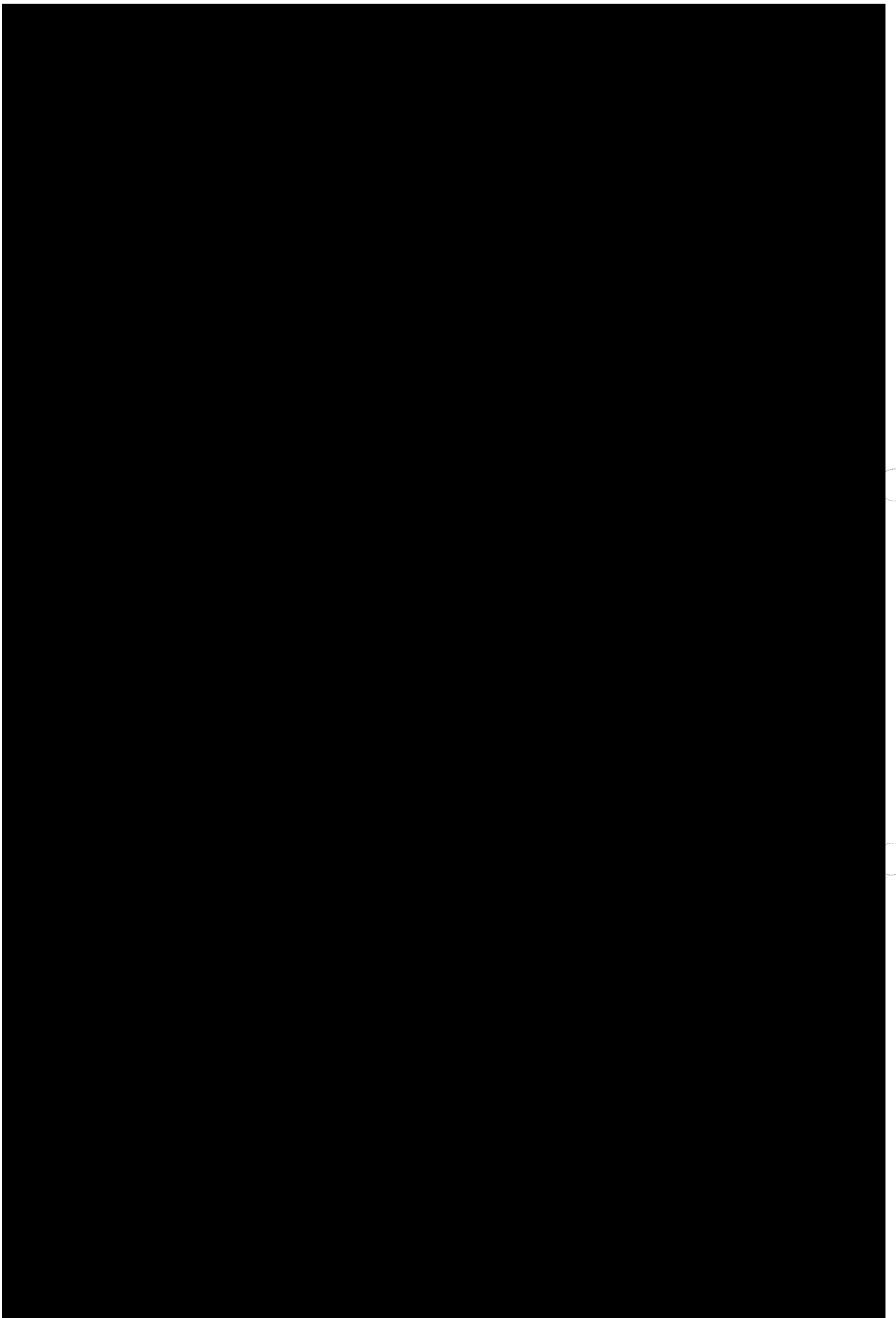


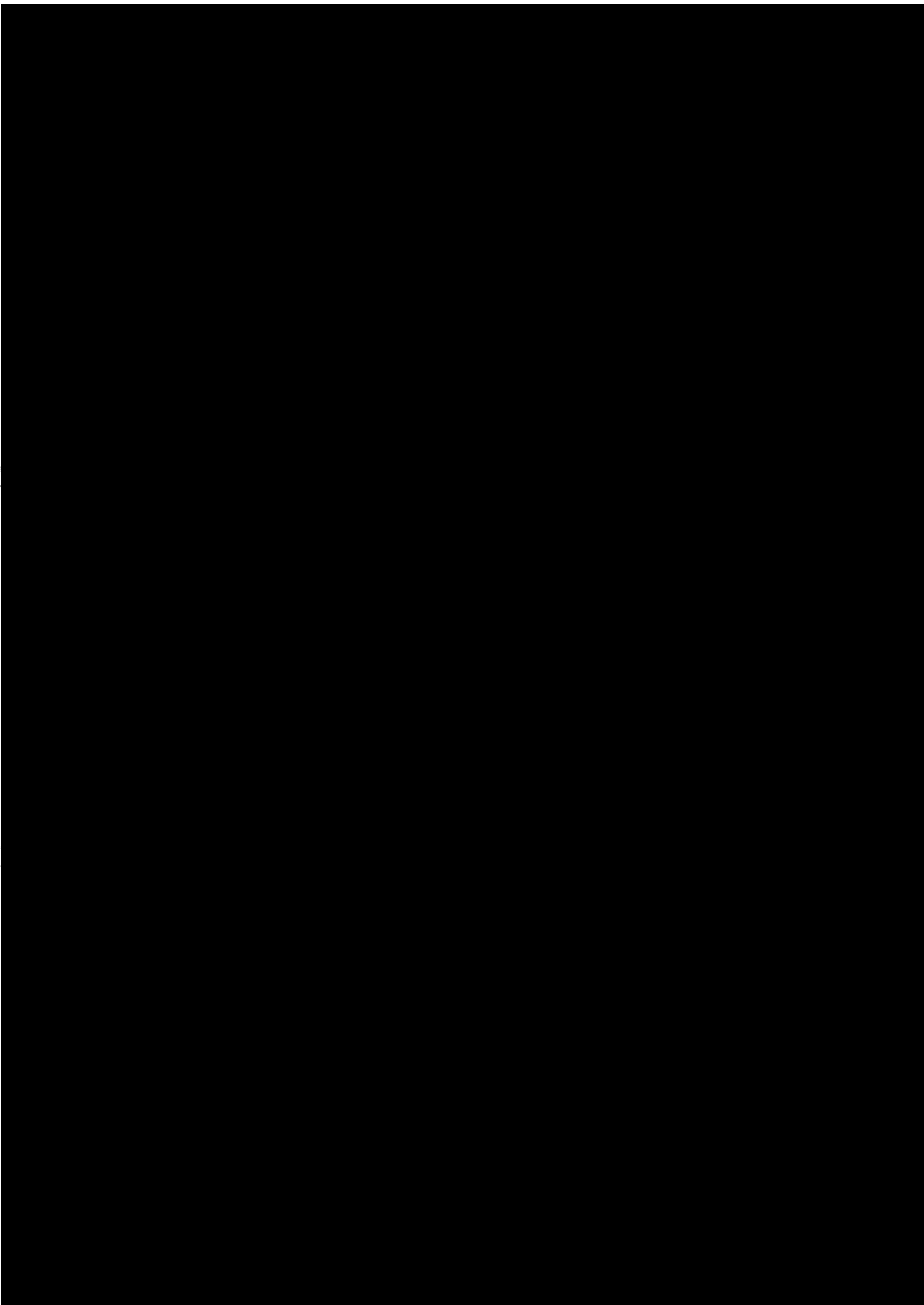


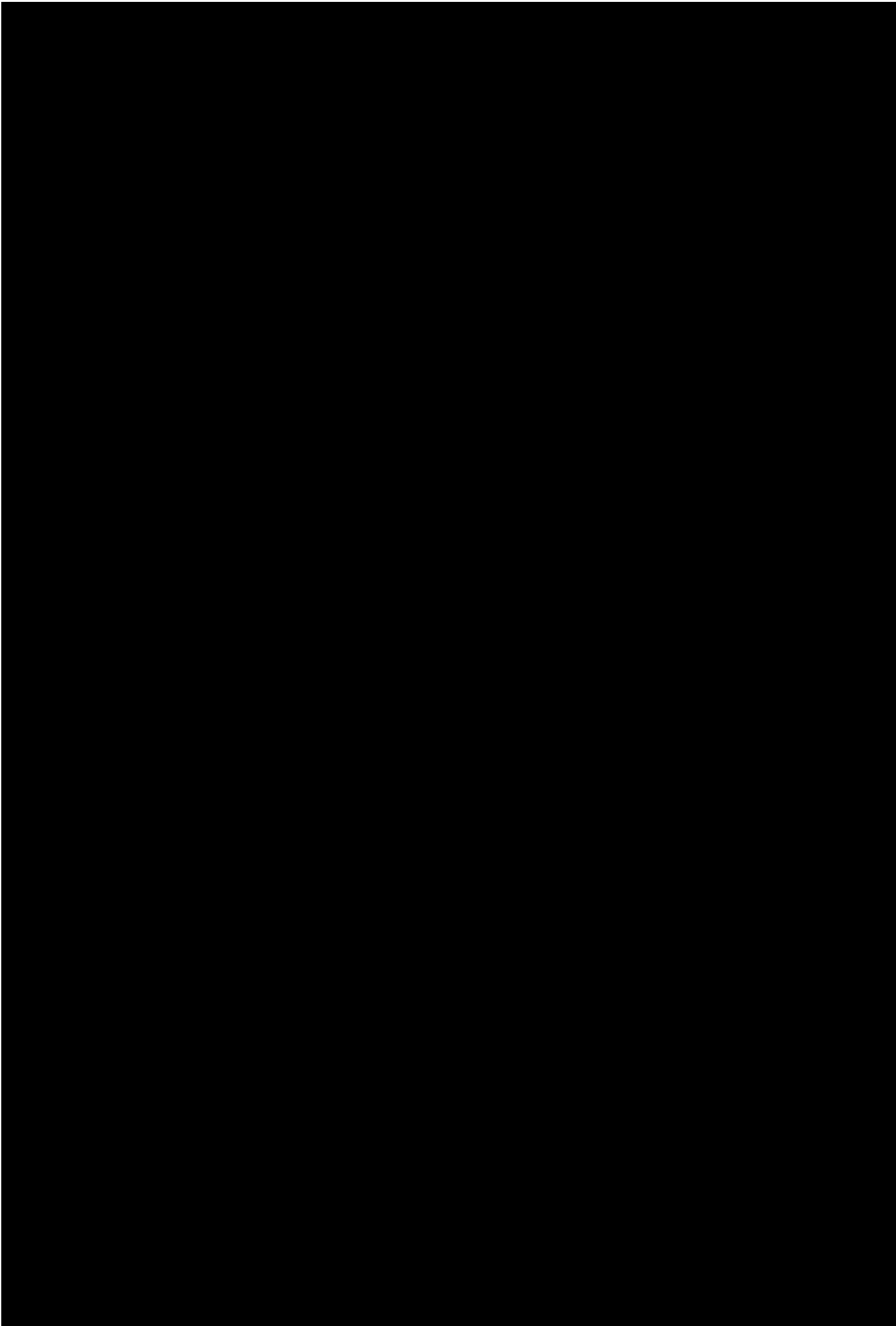


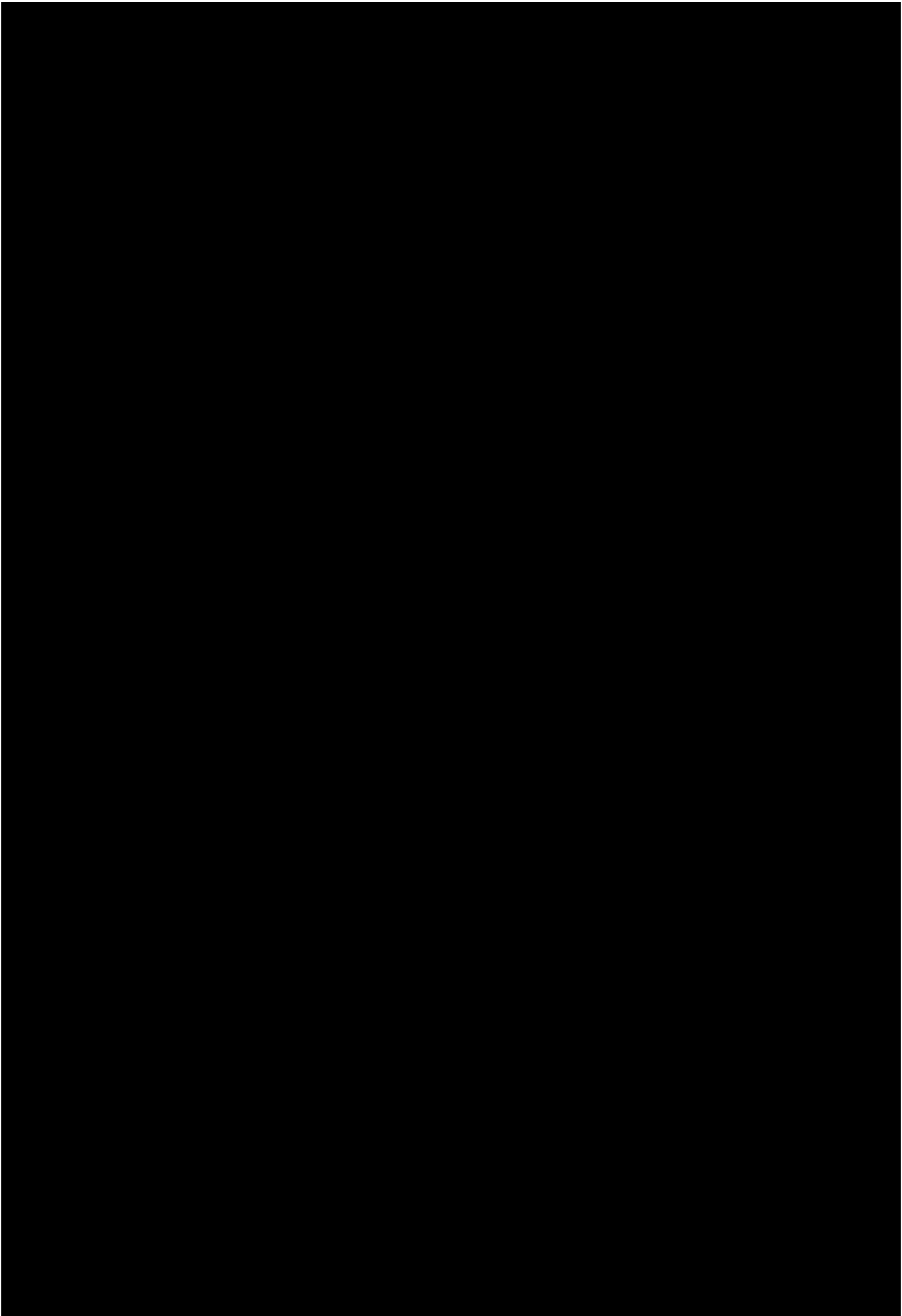


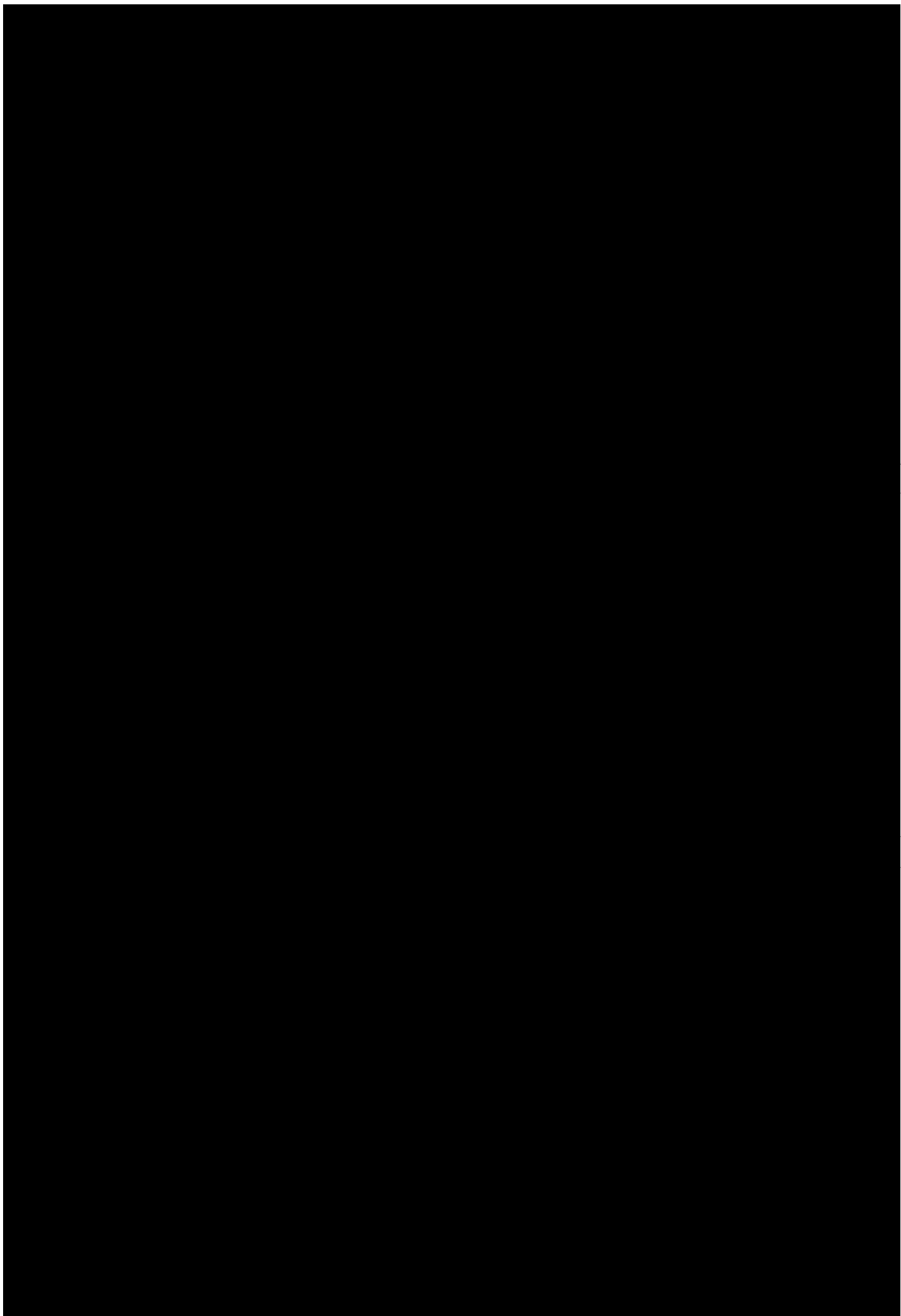


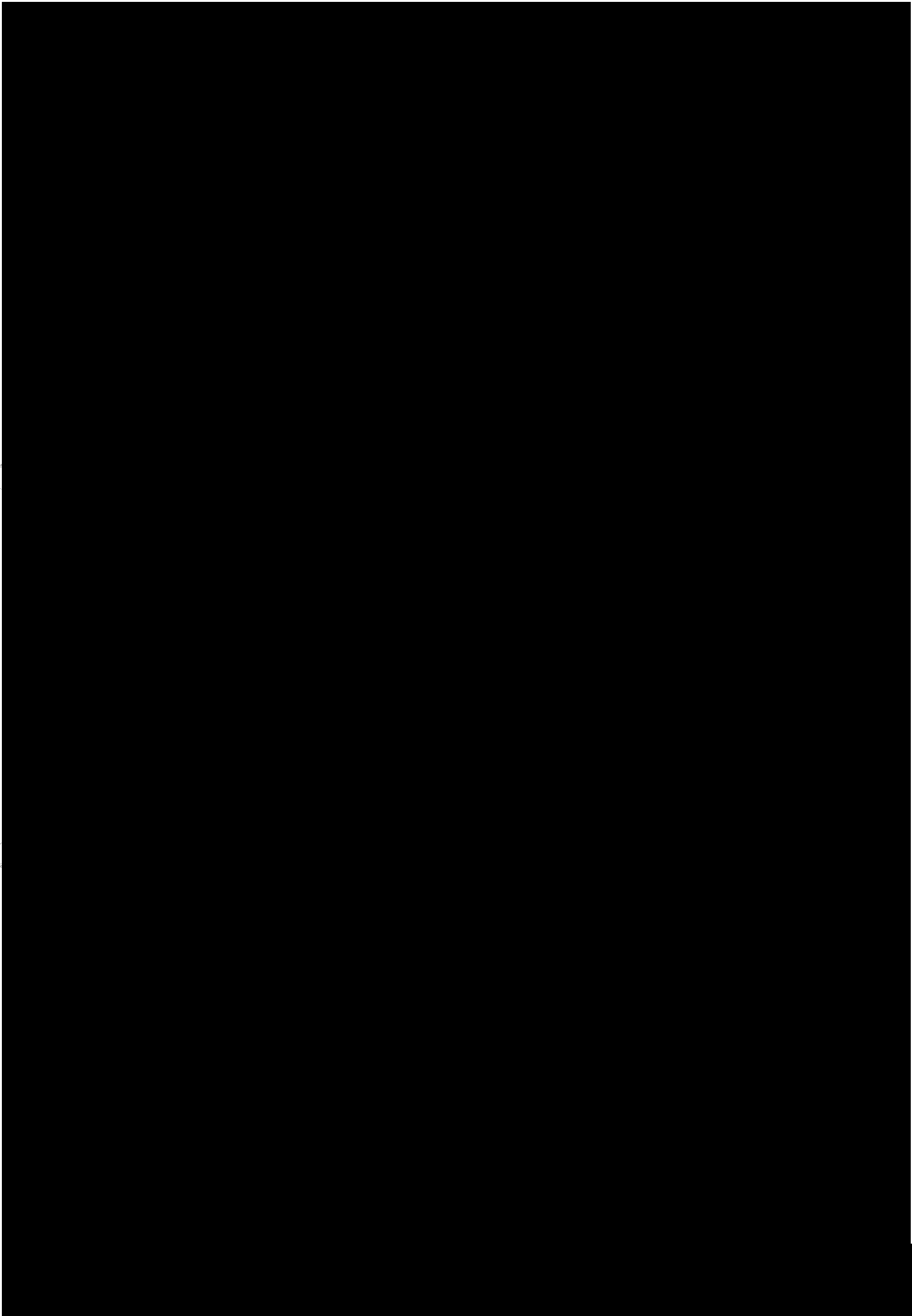


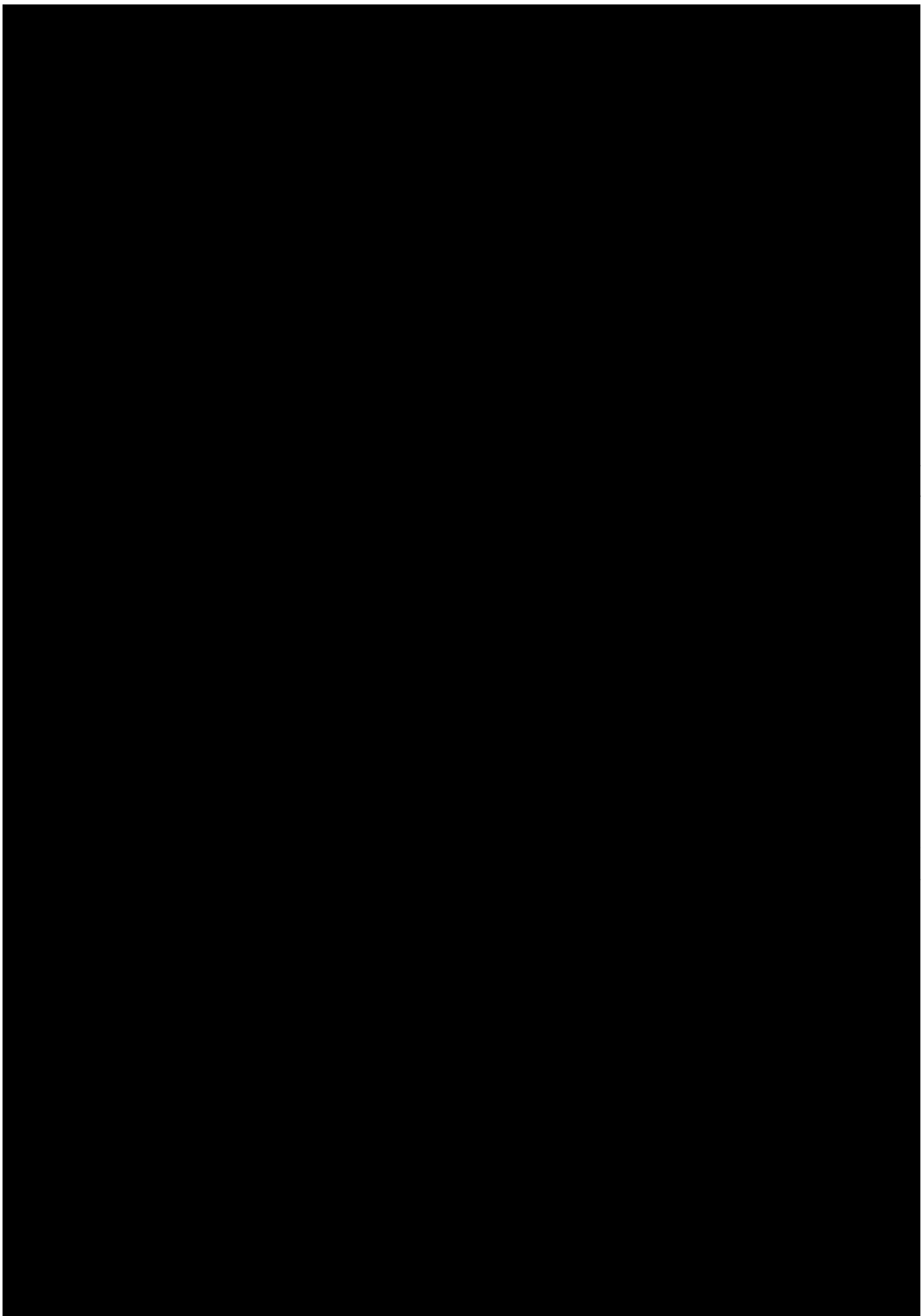


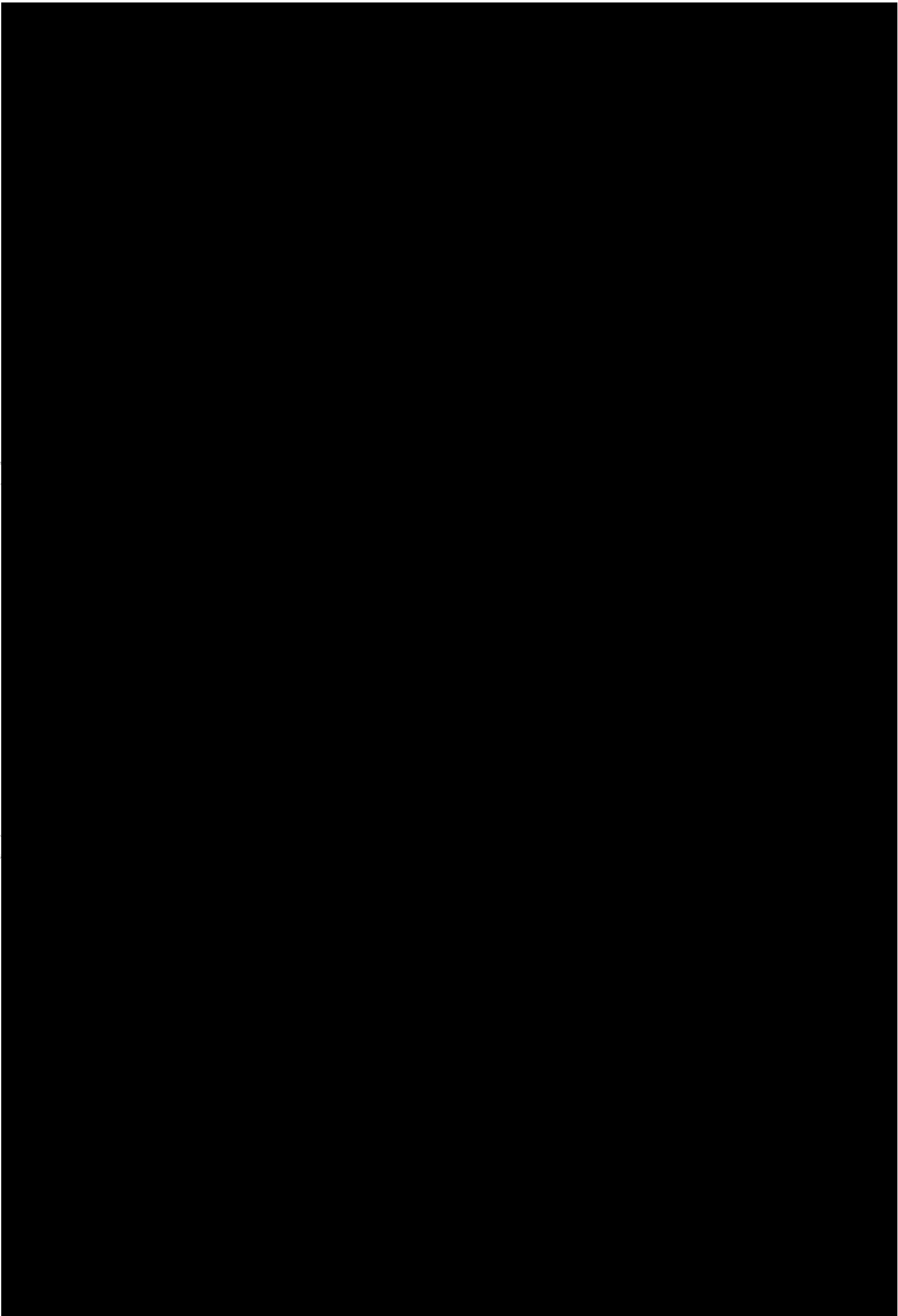


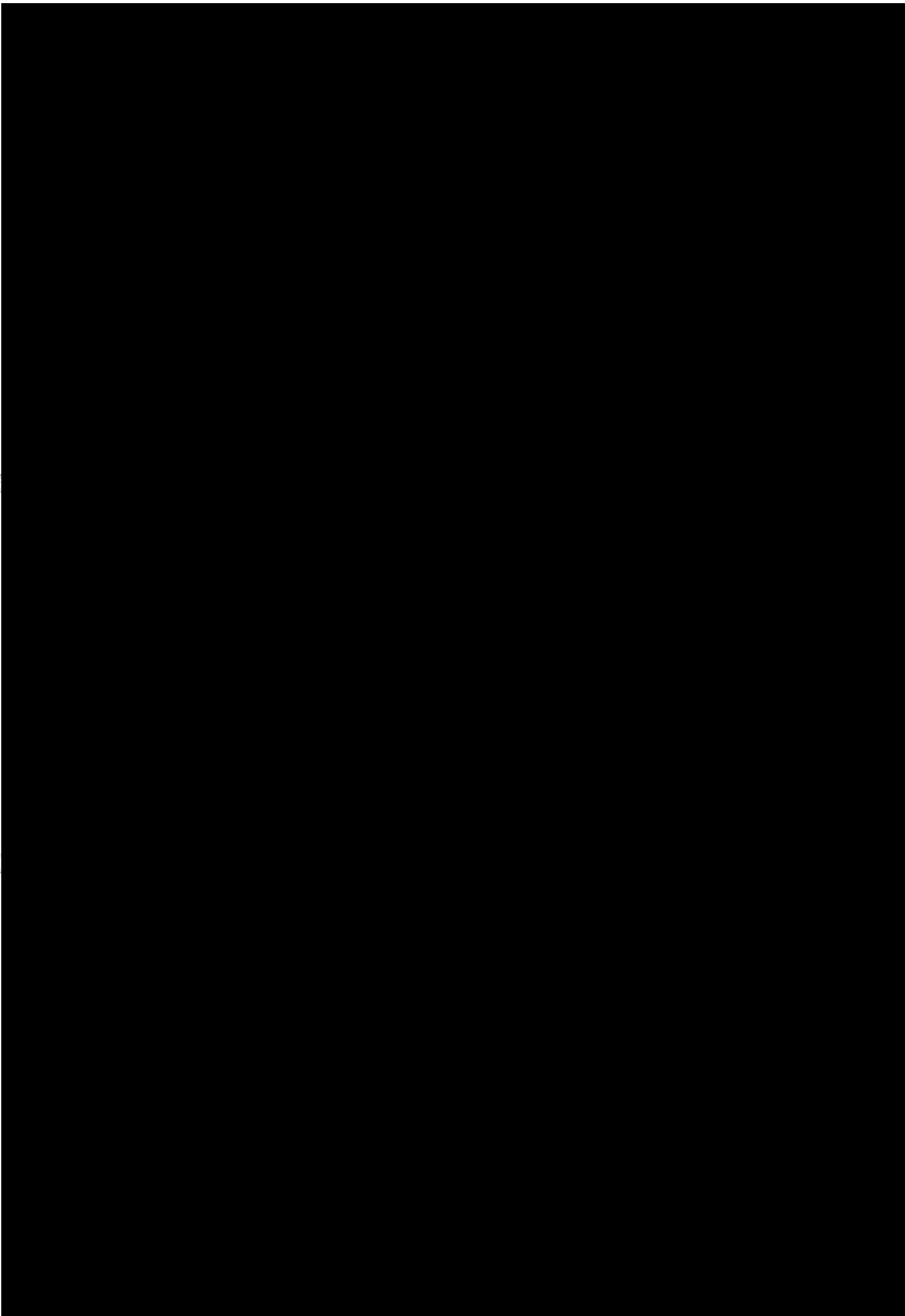


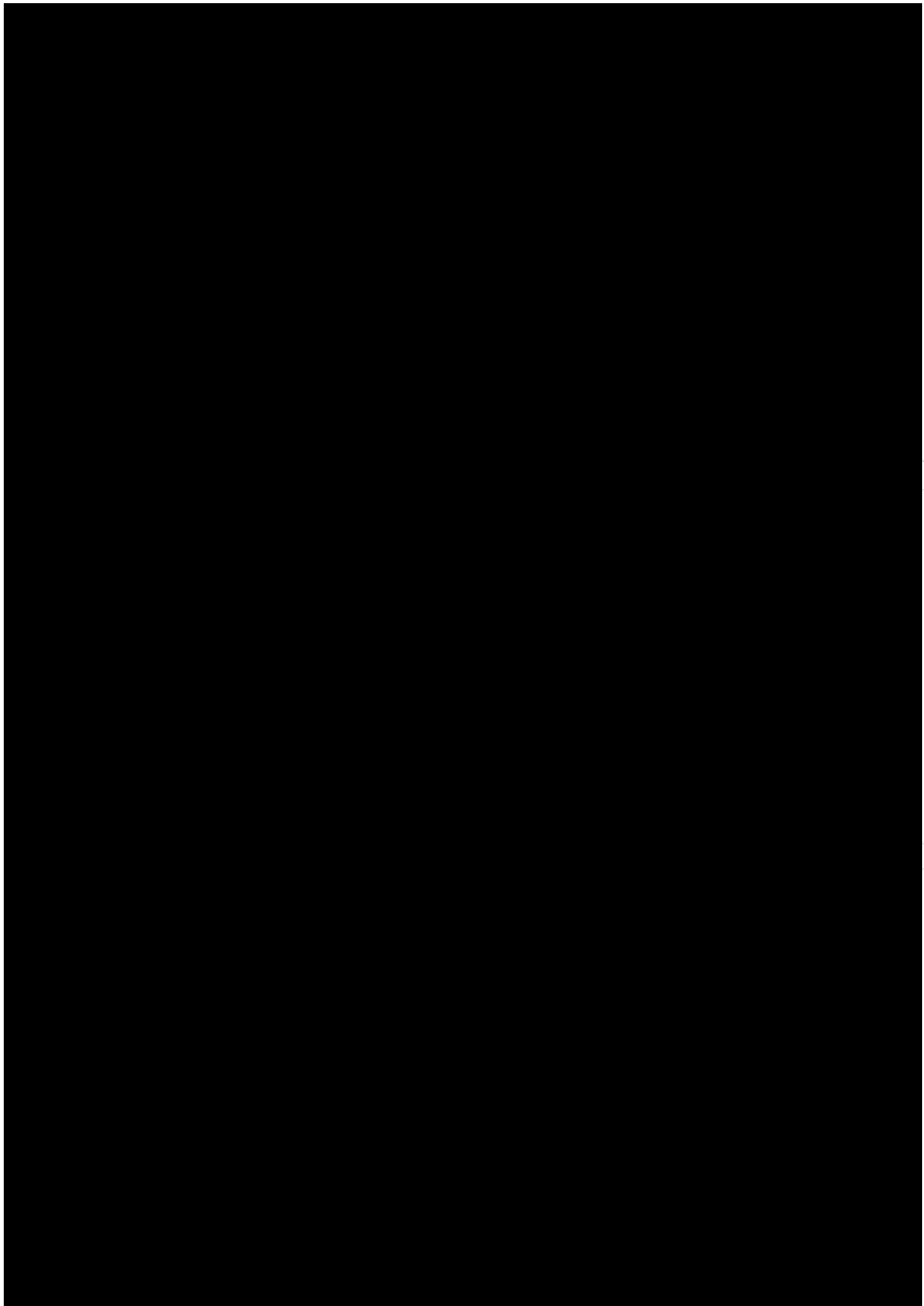


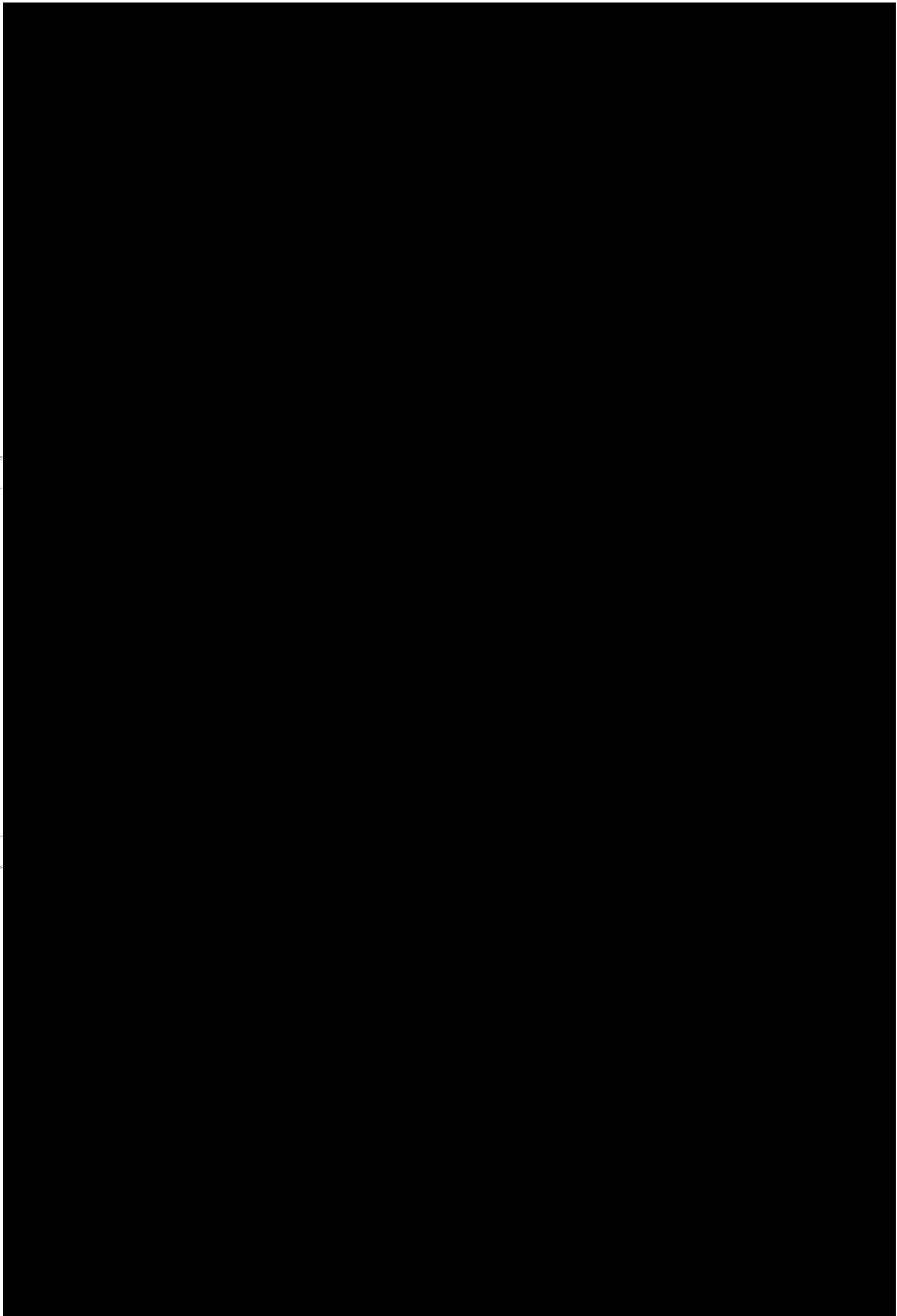


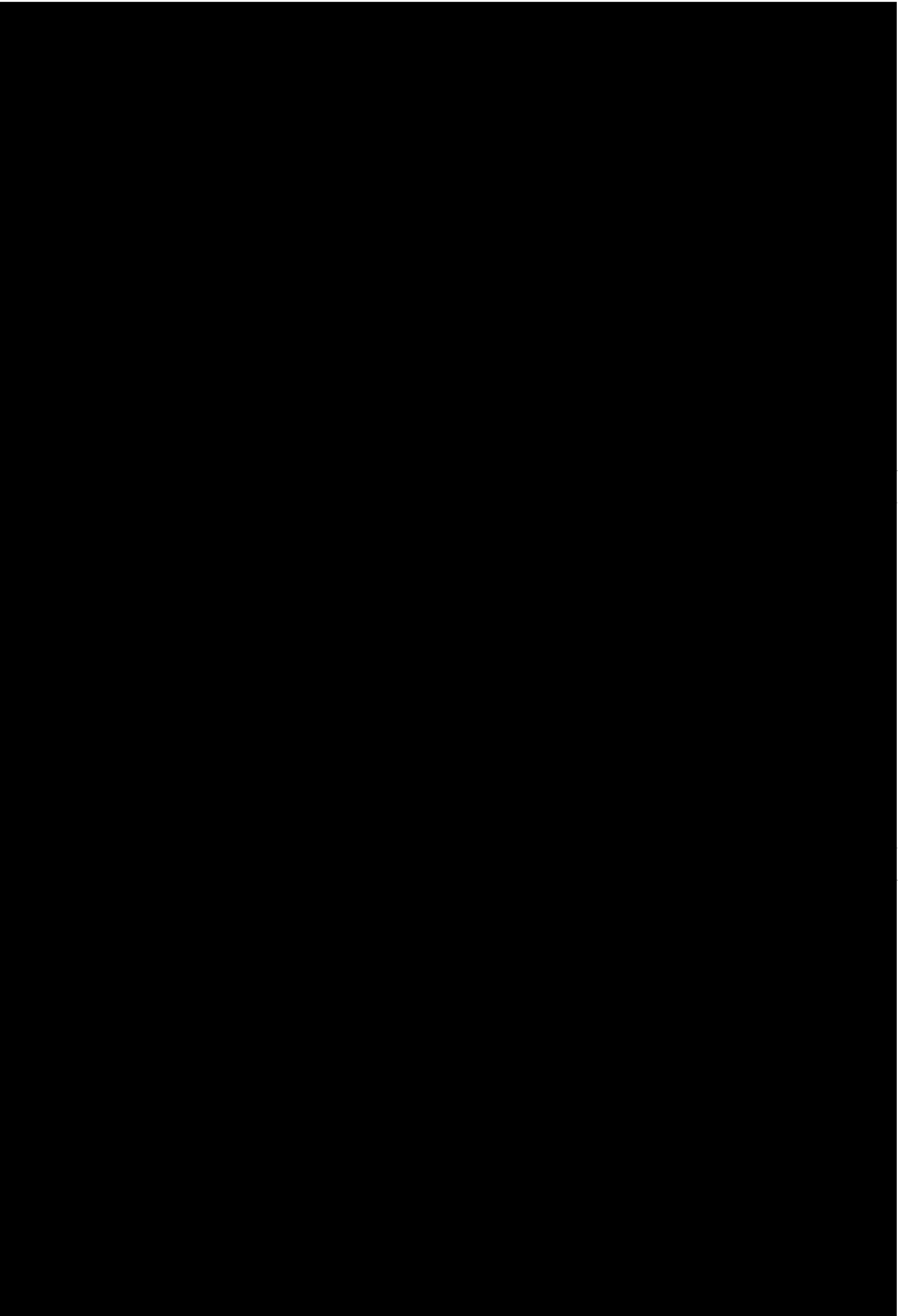




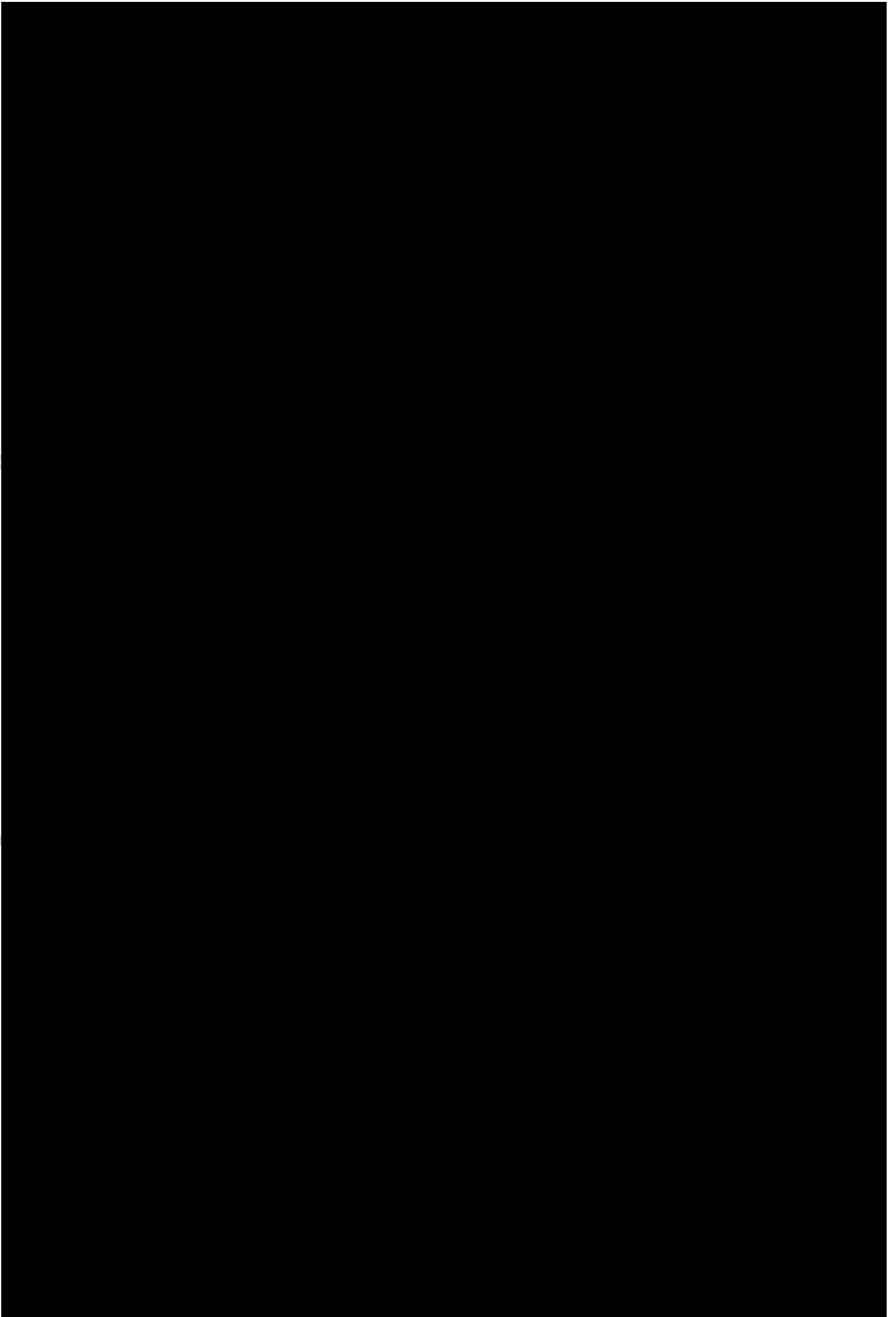


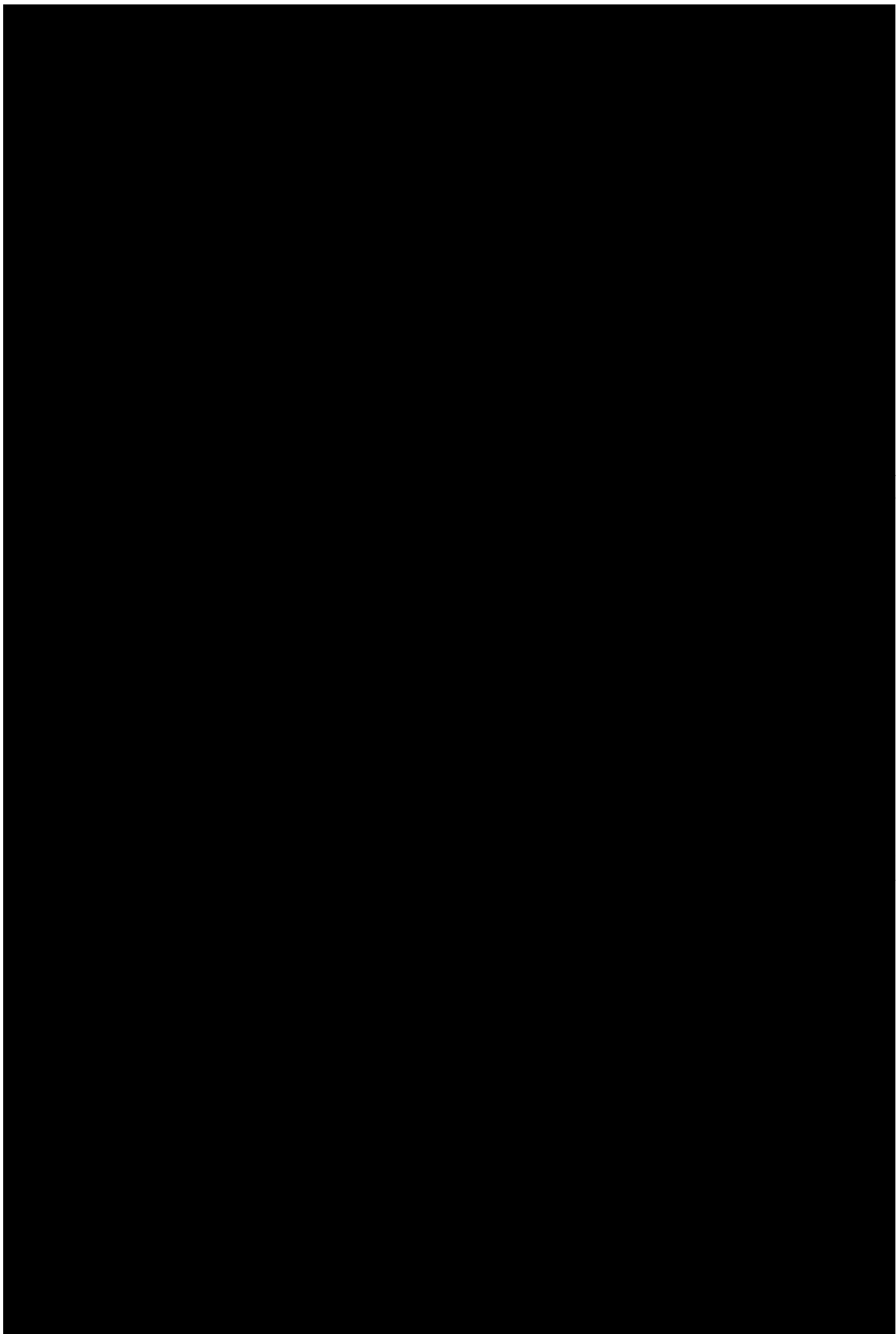




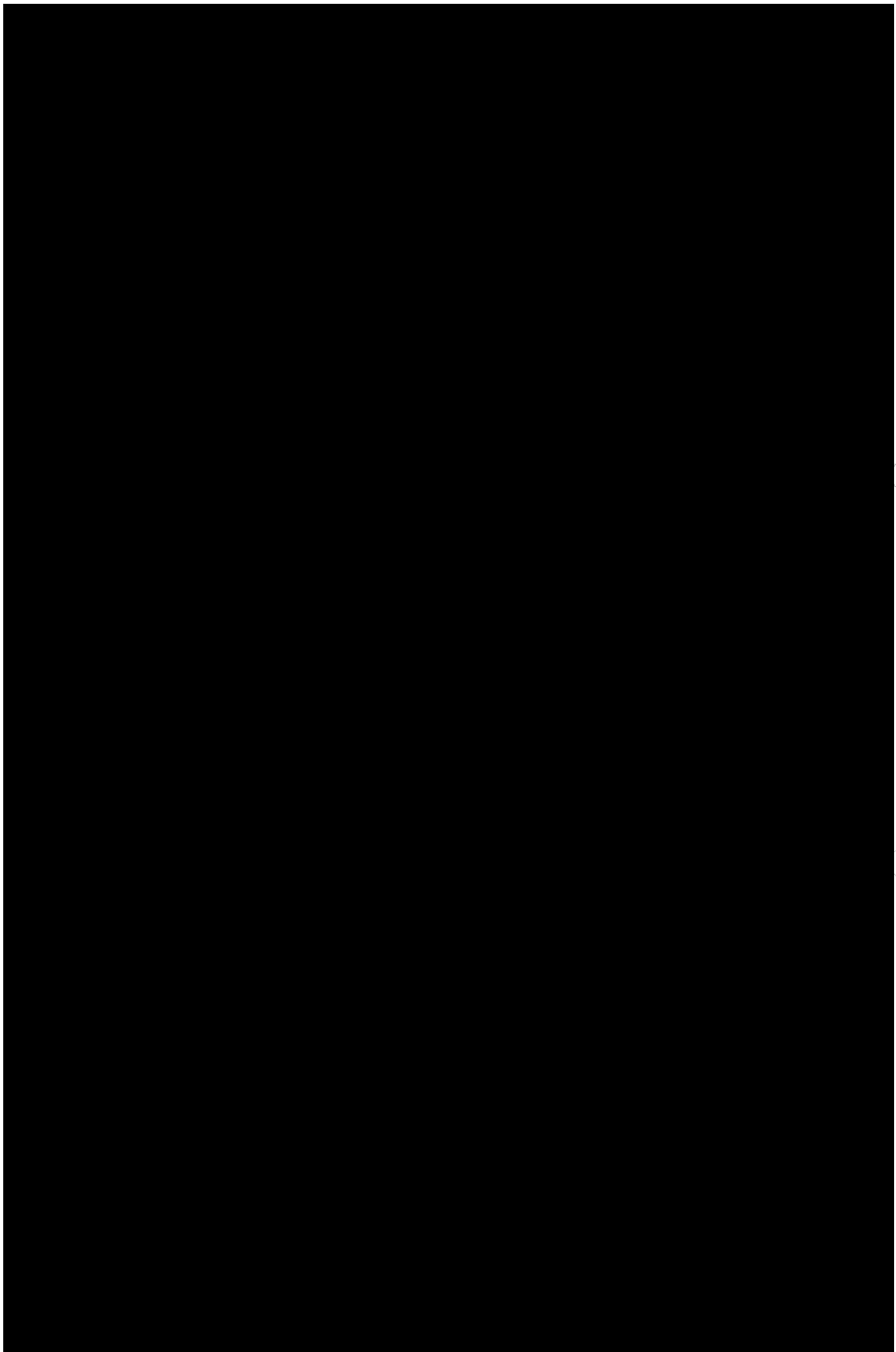


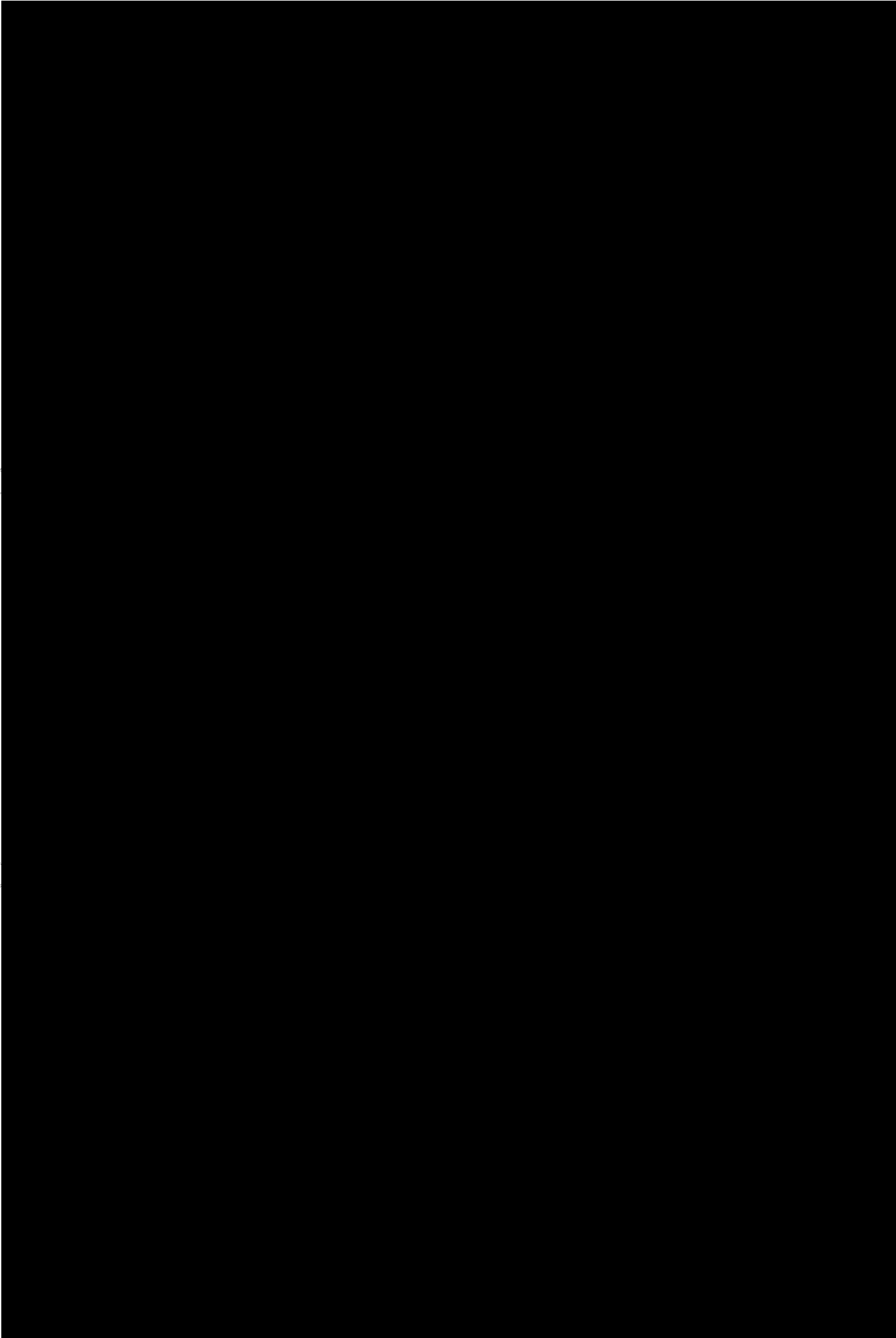
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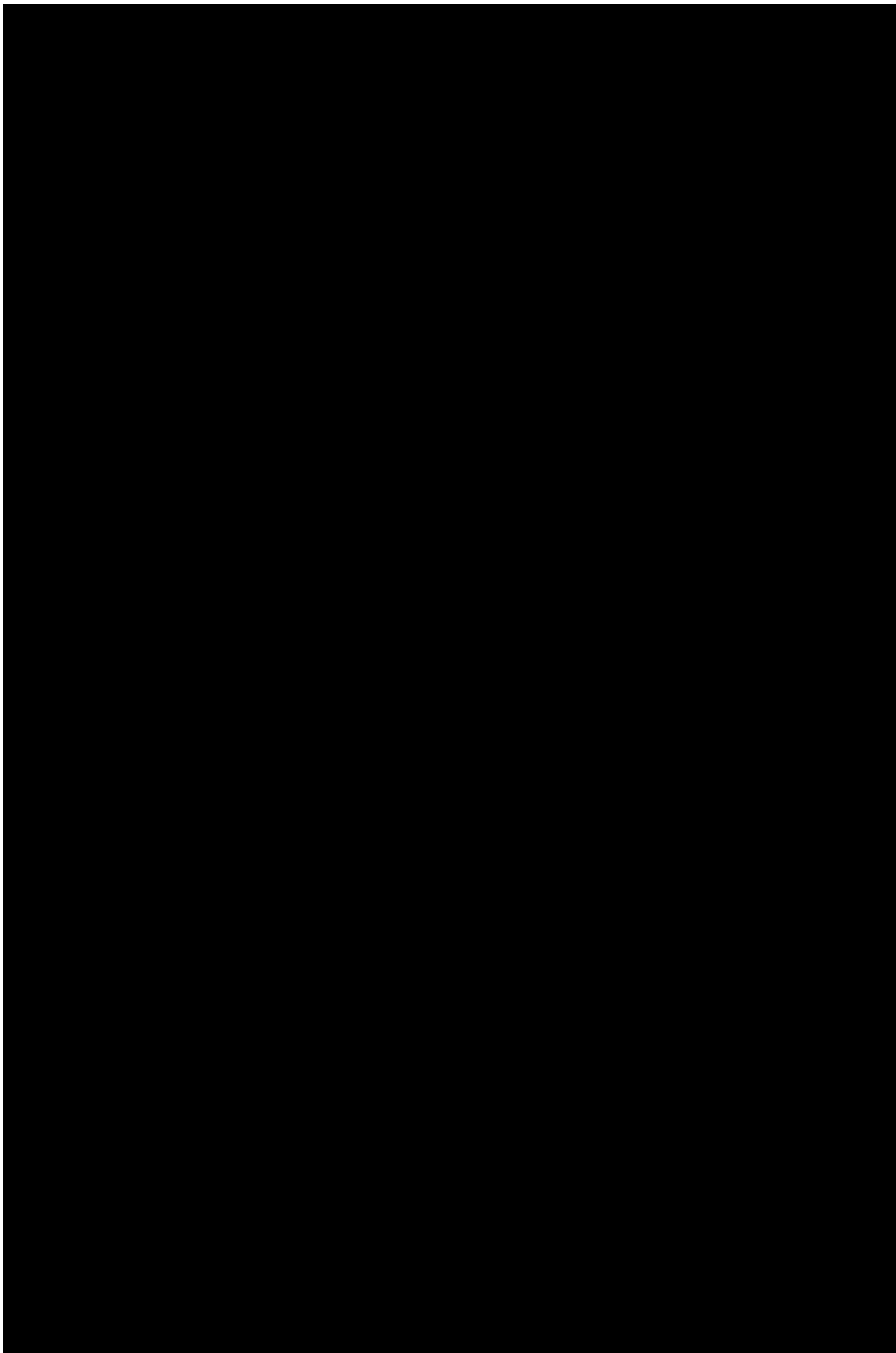


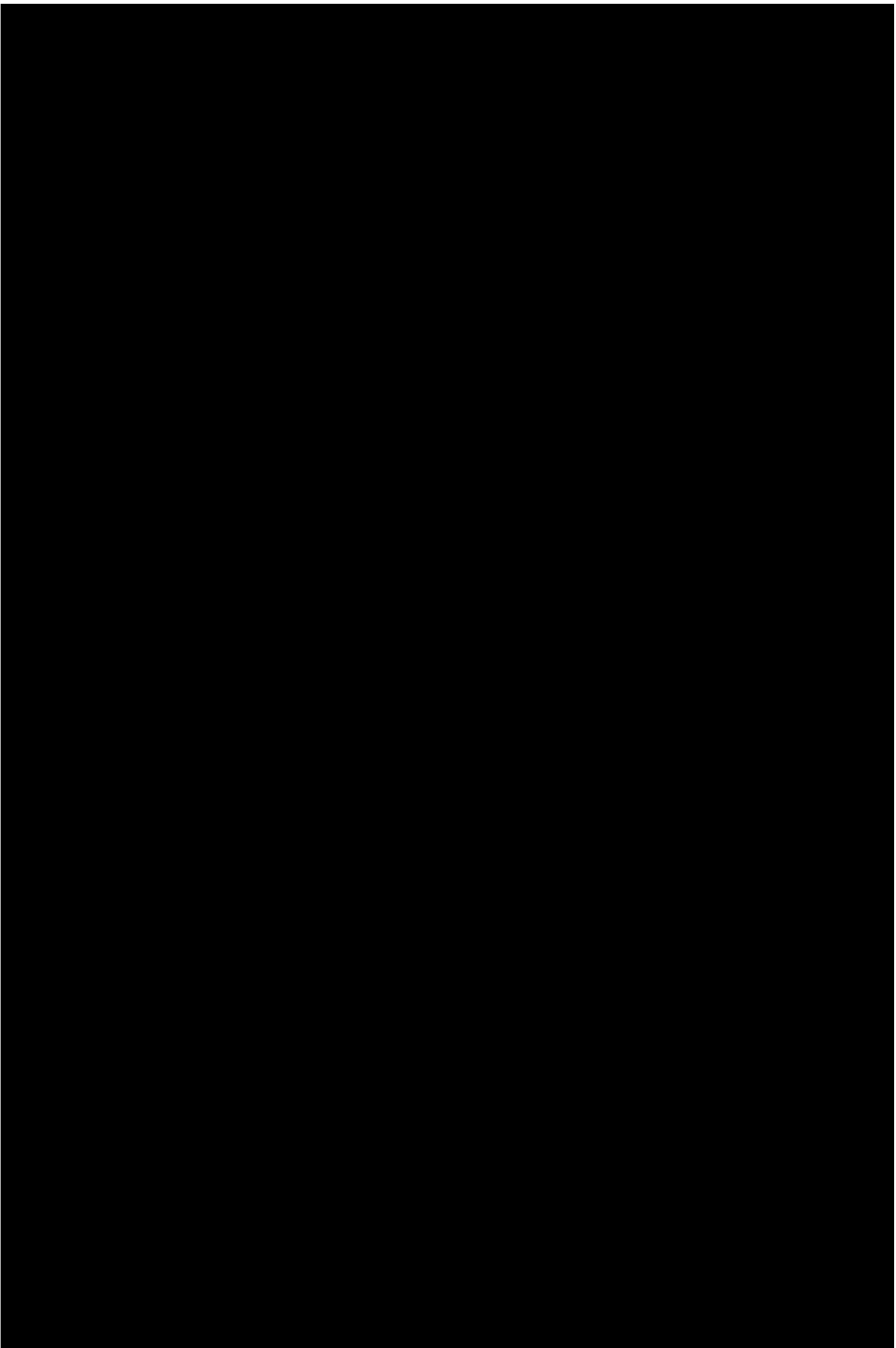


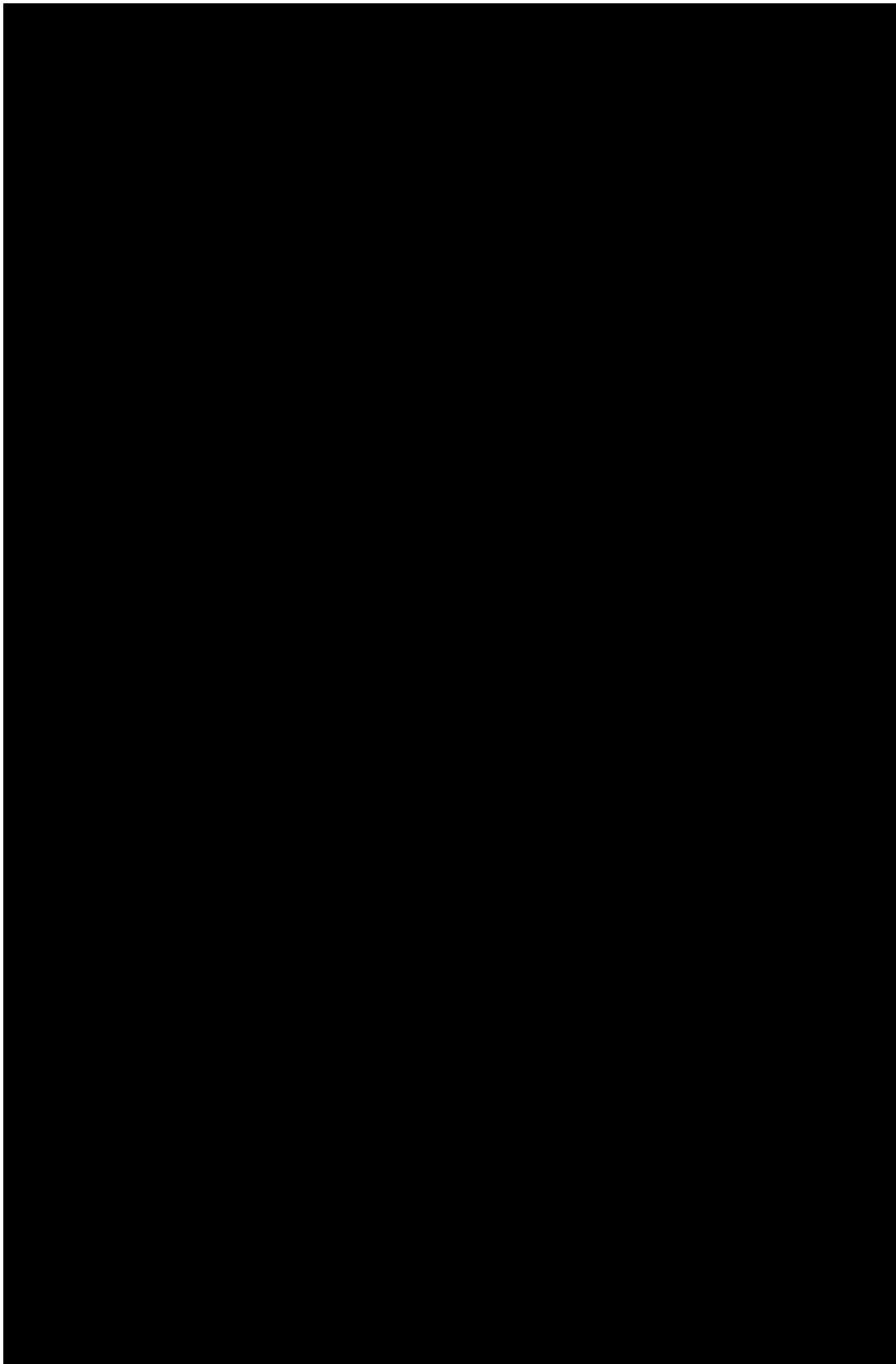
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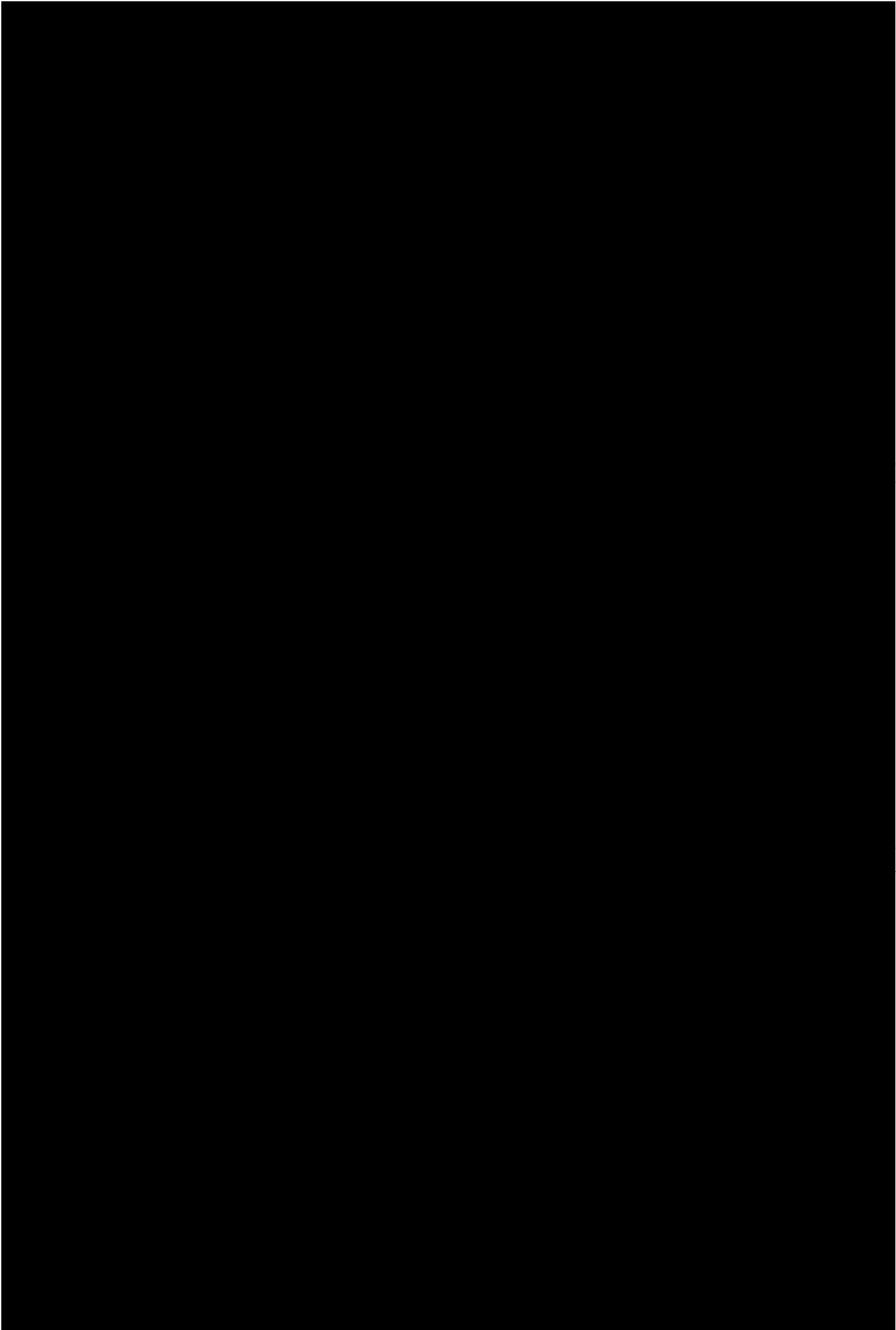


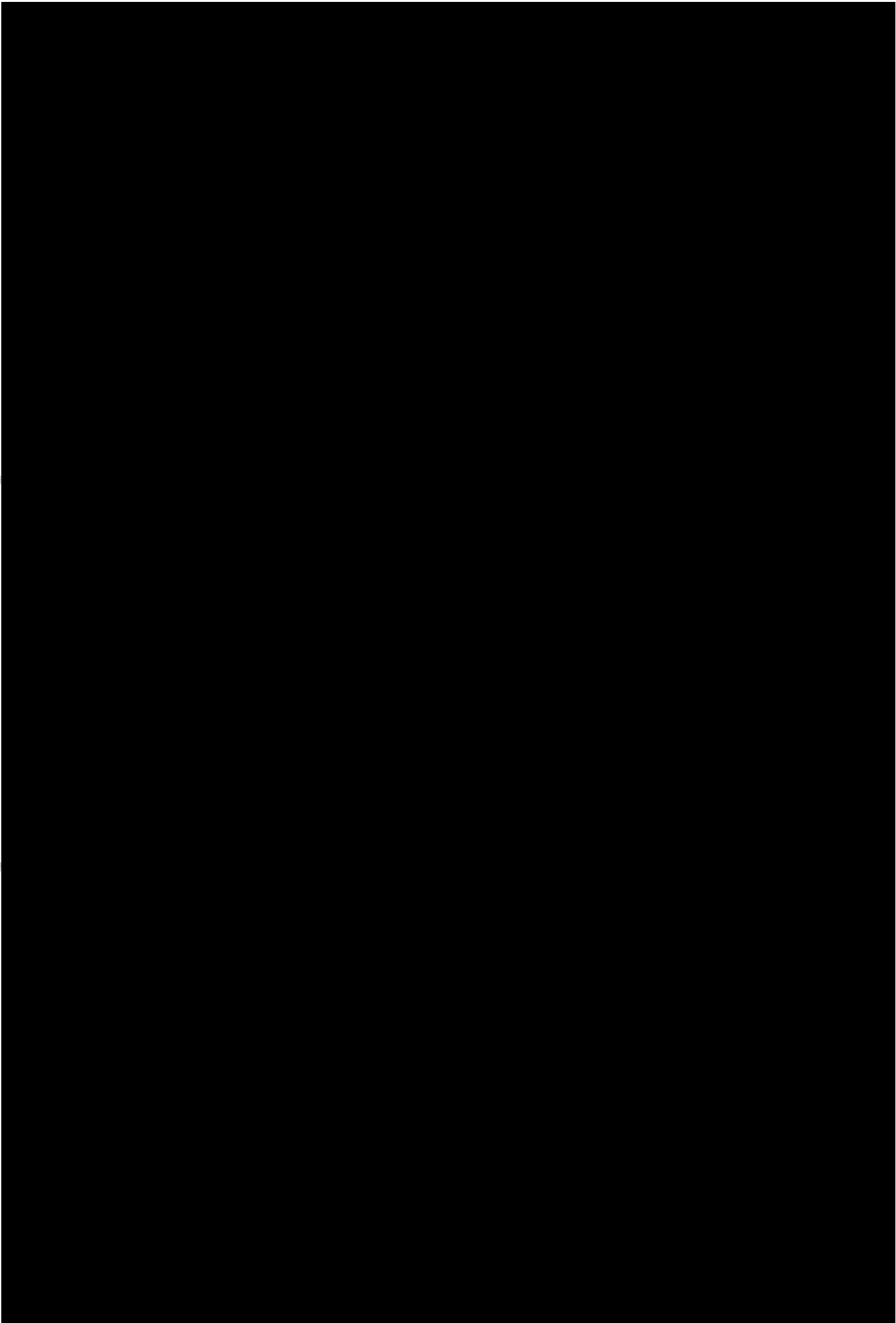






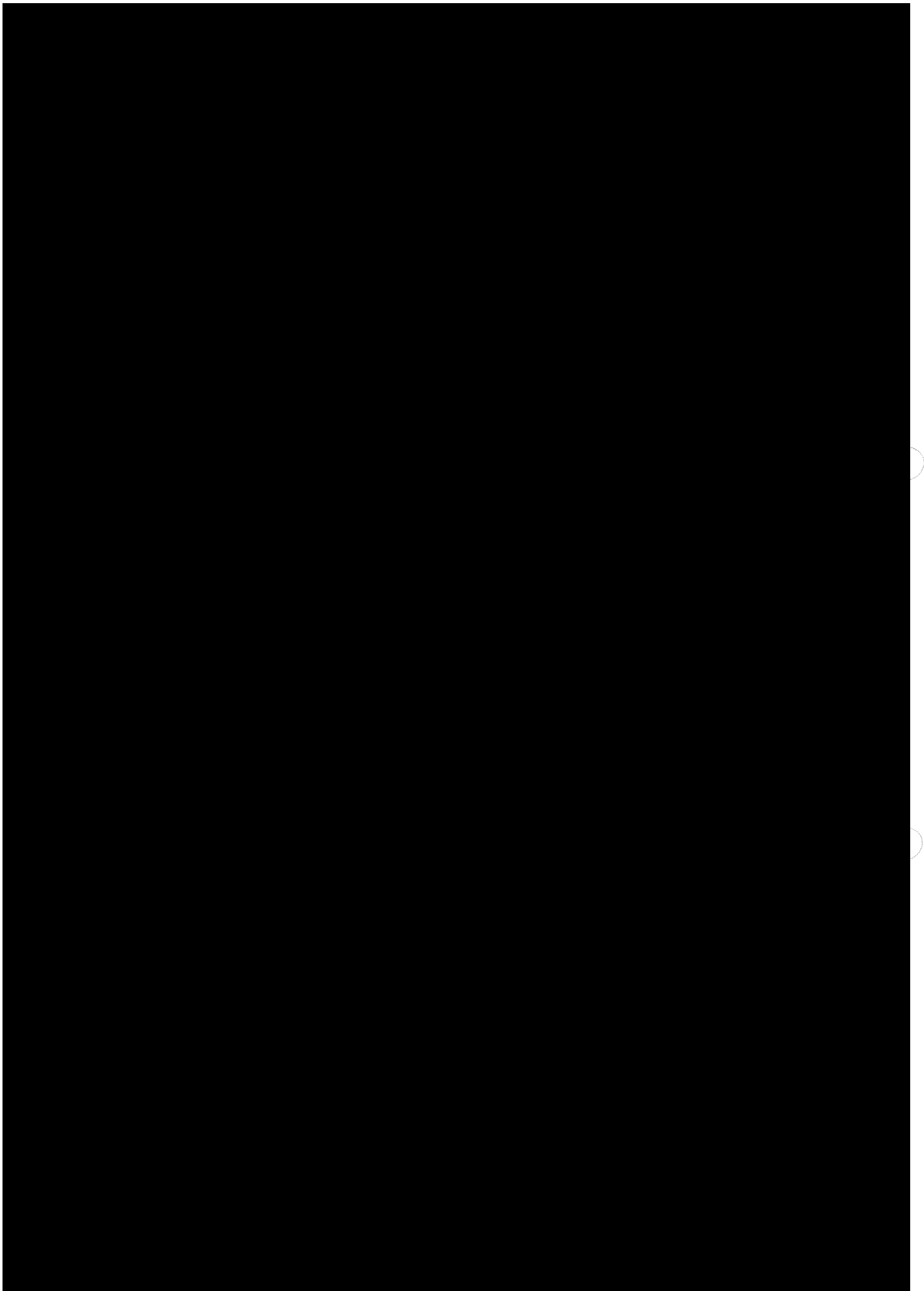
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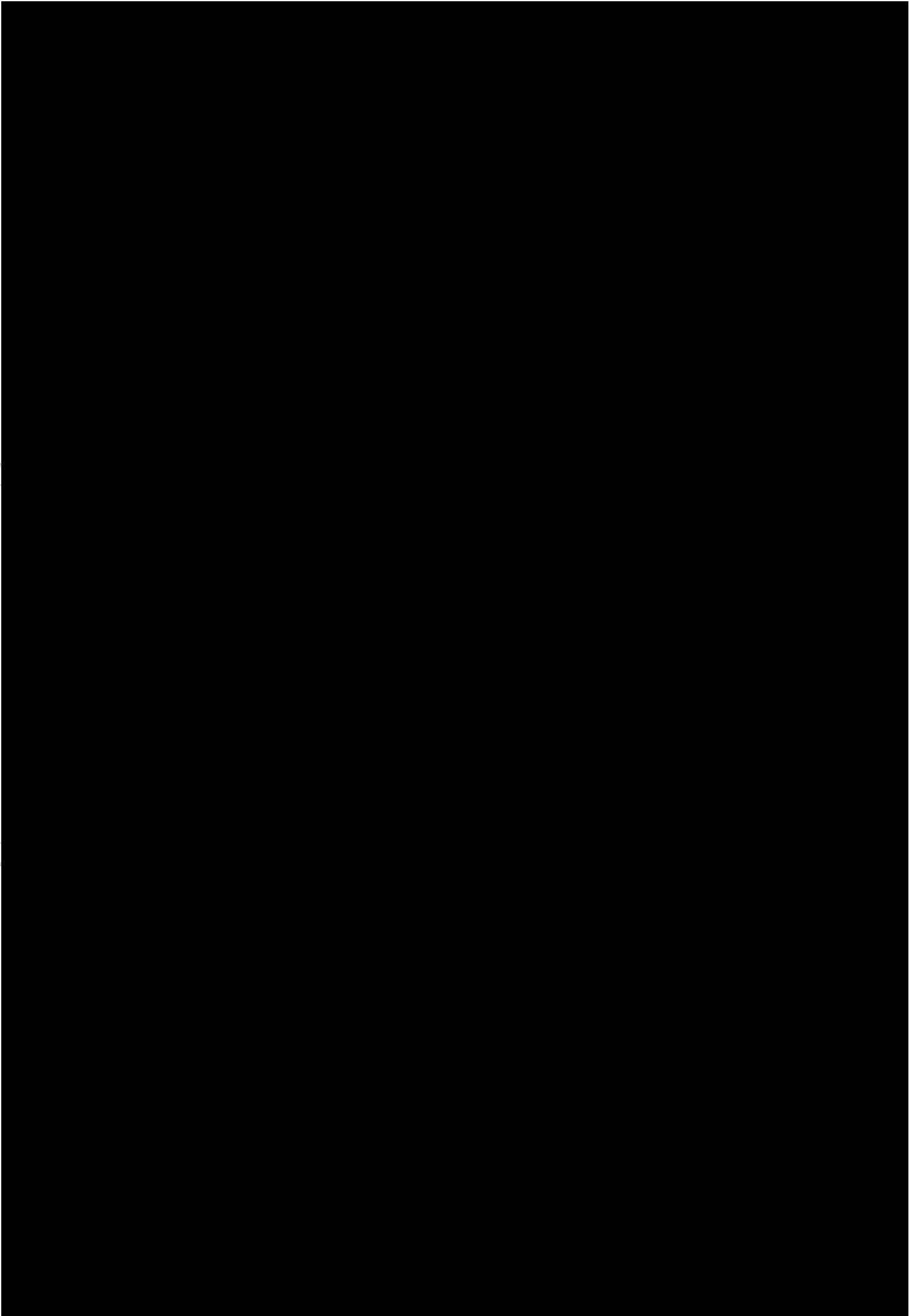


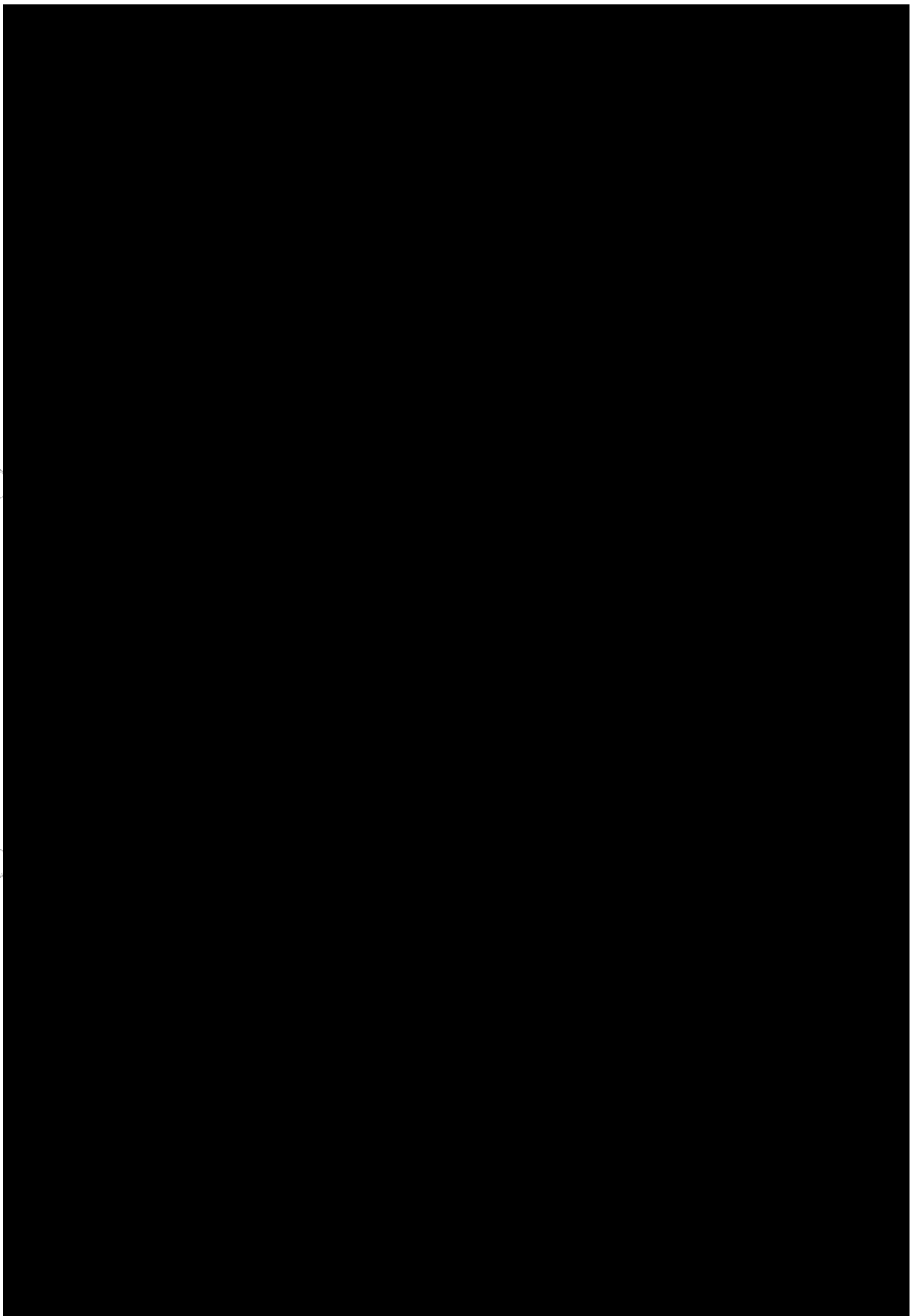


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SCHEDULE D11. – EARLY OCCUPATION LICENCE (COPE STREET PLAZA)

(Schedule A2)

1. **INTERPRETATION**

1.1 **Terms defined in deed**

Unless defined in clause 1.2 of this Schedule D11, capitalised terms which are used in this Licence have the meaning set out in Schedule A2 (*Definitions*) of this deed.

1.2 **Definitions**

The following definitions apply in this Licence:

Commencing Date means the day after the Date of Completion of Separable Portion 1

Early Occupation Area means the coloured area shown as the "Sydney Metro Licence Area" on the plan which is Annexure A to this Licence.

Licence means the non-exclusive licence to occupy the Early Occupation Area granted by the Principal to the WL Developer under this deed on the terms set out in this Schedule D11.

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

Term means the term beginning on the Commencing Date and ending on the Terminating Date.

Terminating Date means the earlier of:

- (a) termination of this deed; and

1.3 **Interpretation**

- (a) Clauses 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9 and 37.6 of this deed (with the necessary changes) apply to this Licence as if they had been set out in full in this Licence.
- (b) The parties acknowledge that references in this deed to "the deed" includes this Licence.

2. **GRANT OF LICENCE**

2.1 **Licence**

The Principal grants to the WL Developer and the WL Developer accepts a non-exclusive licence to occupy the Early Occupation Area for the Term.

2.2 **Licence Fee**

- (a) The WL Developer must pay the Principal the Licence Fee when demanded.

- (b) The parties agree that the Licence Fee is not subject to any licence fee review during the Term.

2.3 Nature of Licence

- (a) The Licence is personal to the WL Developer.
- (b) The Principal agrees that the WL Developer may:
 - (i) permit the WL Developer's Associates to occupy the Early Occupation Area provided they comply with the terms of this Licence; and



- (c) Nothing in this Licence:
 - (i) confers on the WL Developer or any of the WL Developer's Associates any rights as a tenant of the Early Occupation Area or any interest (other than a contractual right) or entitlement in the Early Occupation Area; or
 - (ii) creates the relationship of landlord and tenant between the parties.
- (d) The WL Developer acknowledges that the Principal and the Principal's Associates will be entitled to enter the Early Occupation Area in accordance with clause 9.6 (*Principal's right of entry to Construction Site*).

3. LICENSEE'S OBLIGATIONS

3.1 General obligations

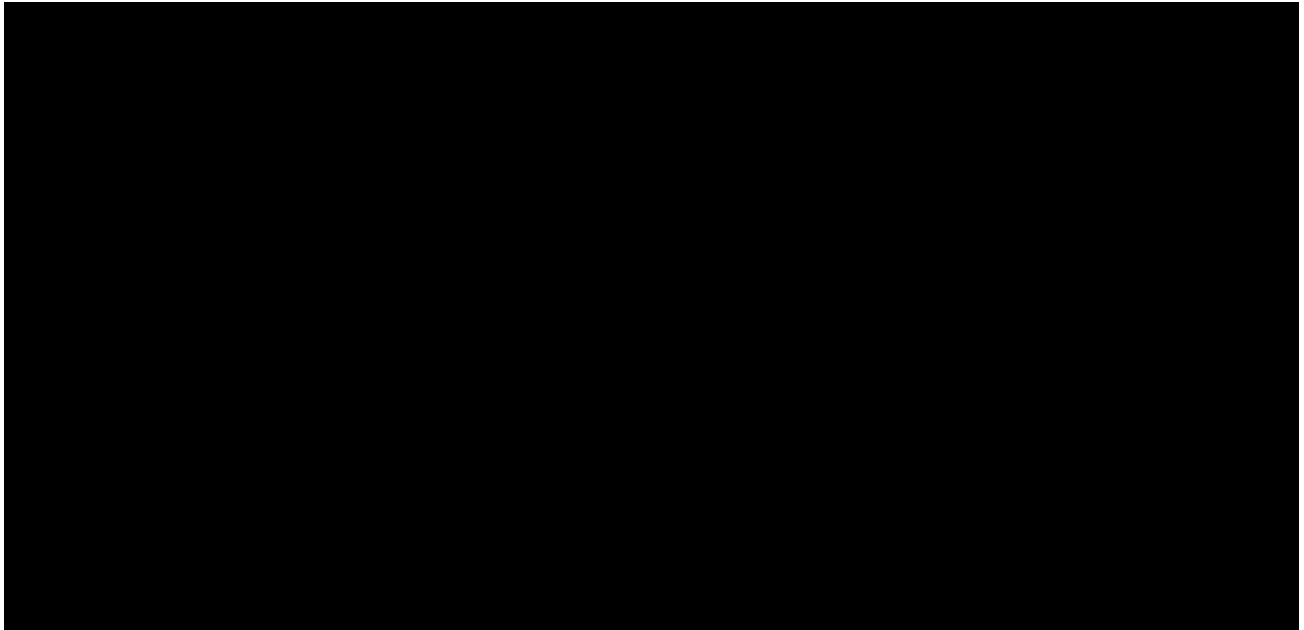
During the Term, the WL Developer must:

- (a) not use the Early Occupation Area for any purpose other than purposes permitted under the relevant Approvals and comply with all laws relating to the Early Occupation Area and its use;
- (b) keep and maintain, at its cost, the Early Occupation Area at all times and keep it in a clean, tidy and good condition and repair;
- (c) pay any costs which are required to be paid under the Building Management Statement in respect of the Early Occupation Area during the Term;
- (d) pay or reimburse to the Principal within 20 Business Days after demand all Taxes, Outgoings and any other costs incurred or payable in connection with the Early Occupation Area or its use as though it were the owner of the freehold interest in respect of the Early Occupation Area;
- (e) allow the Principal or the Principal's Associates to enter and inspect the Early Occupation Area in accordance with clause 9.6 (*Principal's right of entry to Construction Site*); and
- (f) comply with the Building Management Statement in respect of the Early Occupation Area during the Term as though it were the owner of the freehold interest in respect of the Early Occupation Area.

3.2 Prohibitions on the WL Developer

The WL Developer must not during the term of this Licence:

- (a) subject to the terms of this deed, make any change or structural alteration or addition to the Early Occupation Area other than to complete any outstanding works which are permitted under this deed;
- (b) subject to clause 6.2 of this Schedule D11, license, sublicense or part with the Early Occupation Area or any part of it without obtaining the Principal's prior written consent;
- (c) damage the Early Occupation Area or any thing on the Early Occupation Area or injure any person in or around the Early Occupation Area;
- (d) cause any Contamination or Environmental damage in the Early Occupation Area; or
- (e) store any thing in the Early Occupation Area which is dangerous, explosive or could increase the risk of fire in the Early Occupation Area unless permitted pursuant to an Approval or in accordance with all relevant Laws.



4. RISK AND LIABILITY

4.1 The WL Developer's risk

The WL Developer:

- (a) uses and occupies the Early Occupation Area and carries out all work in the Early Occupation Area at its own risk; and
- (b) assumes all responsibilities in relation to persons and property, including the Principal's Associates and otherwise as if it were the owner of the freehold interest in respect of the Early Occupation Area.

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4.2 **Not used**

4.3 **Insurance**

- (a) [REDACTED] the WL Developer must effect and maintain or cause to be effected and maintained an insurance policy covering public and products liability in respect of the Early Occupation Area for not less than [REDACTED] or a single occurrence, other than products liability which is limited in the aggregate.
- (b) All insurances which the WL Developer is required to effect under this Licence:
 - (i) must be taken out with a reputable insurer being not less than the equivalent of a Standard and Poors A- rating or equivalent rating with another rating agency;
 - (ii) must be on terms typical for insurances of their types in the Australian insurance market;
 - (iii) are to be maintained during the Term; and
 - (iv) must comply with all relevant Laws.
- (c) In respect of all insurances which the WL Developer is required to effect under this Licence, the WL Developer must:
 - (i) ensure that all premiums and other amounts payable are paid on or before the due date; and
 - (ii) give the Principal a copy of the policy and certificate of currency:
 - (A) before the Commencing Date;
 - (B) within 1 month after the renewal of the policy; and
 - (C) at any other time requested by the Principal (acting reasonably).

5. **DEFAULT**

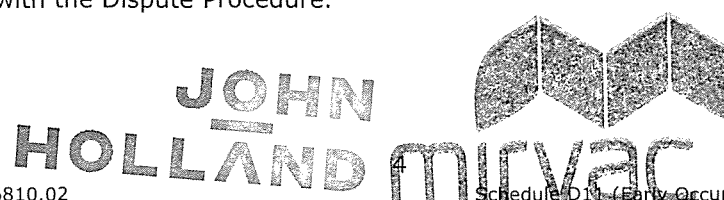
5.1 **The Principal may remedy breach**

- (a) If the WL Developer does not comply with any term of this Licence then, without affecting any other right of the Principal, the Principal may, after providing 20 Business Days' written notice to the WL Developer, remedy the WL Developer's non-compliance at the WL Developer's cost.
- (b) The Principal will be entitled to recover its reasonable costs and expenses for any action taken pursuant to clause 5.1(a) of this Schedule D11 as a debt due and payable from the WL Developer to the Principal.

6. **GENERAL**

6.1 **Disputes**

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



6.2 Permission to sub-licence

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

- (a) the sub- licensee agrees not to do anything which will result in the WL Developer and the WL Developer's Associates being in breach of this Licence and this deed or which will prevent the public access as contemplated under clause 3.3(b) of this Schedule D11; and
- (b) the sub-licence terminates on the Terminating Date.

6.3 GST

The provisions of clause 28 (*GST*) (with the necessary changes) apply to this Licence as if they had been set out in full.

6.4 Notices

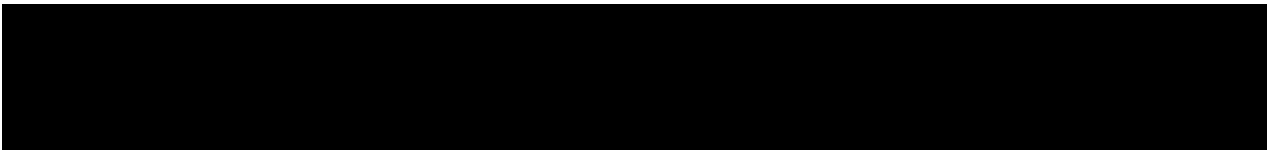
The provisions of clause 39 (*Notices*) (with the necessary changes) apply to this Licence as if they had been set out in full.

6.5 General

The provisions of clause 40 (*General*) (with the necessary changes) apply to this Licence as if they had been set out in full.

6.6 Interdependency

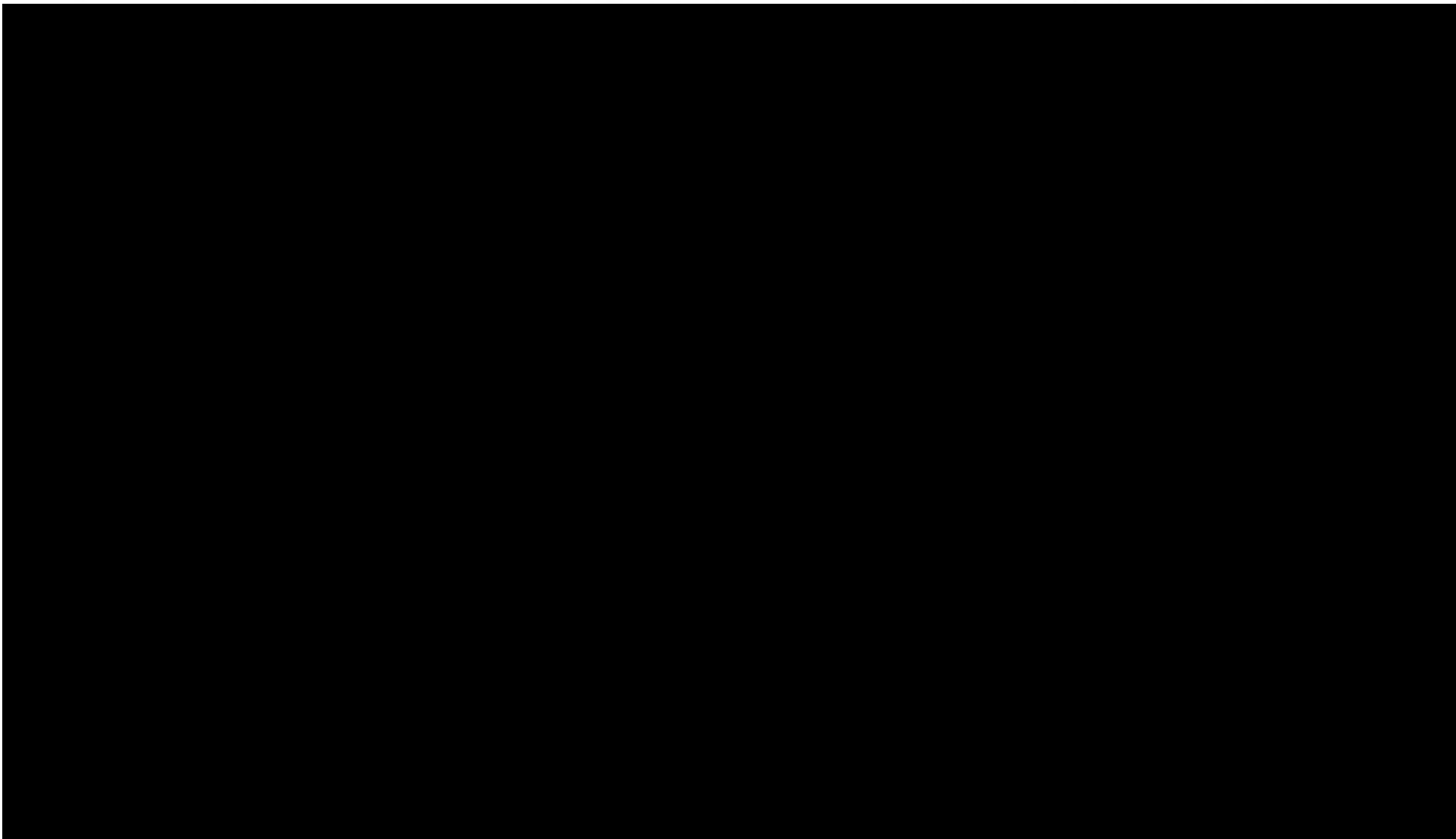
The parties acknowledge and agree that if this deed is terminated or comes to an end, this Licence will automatically terminate.



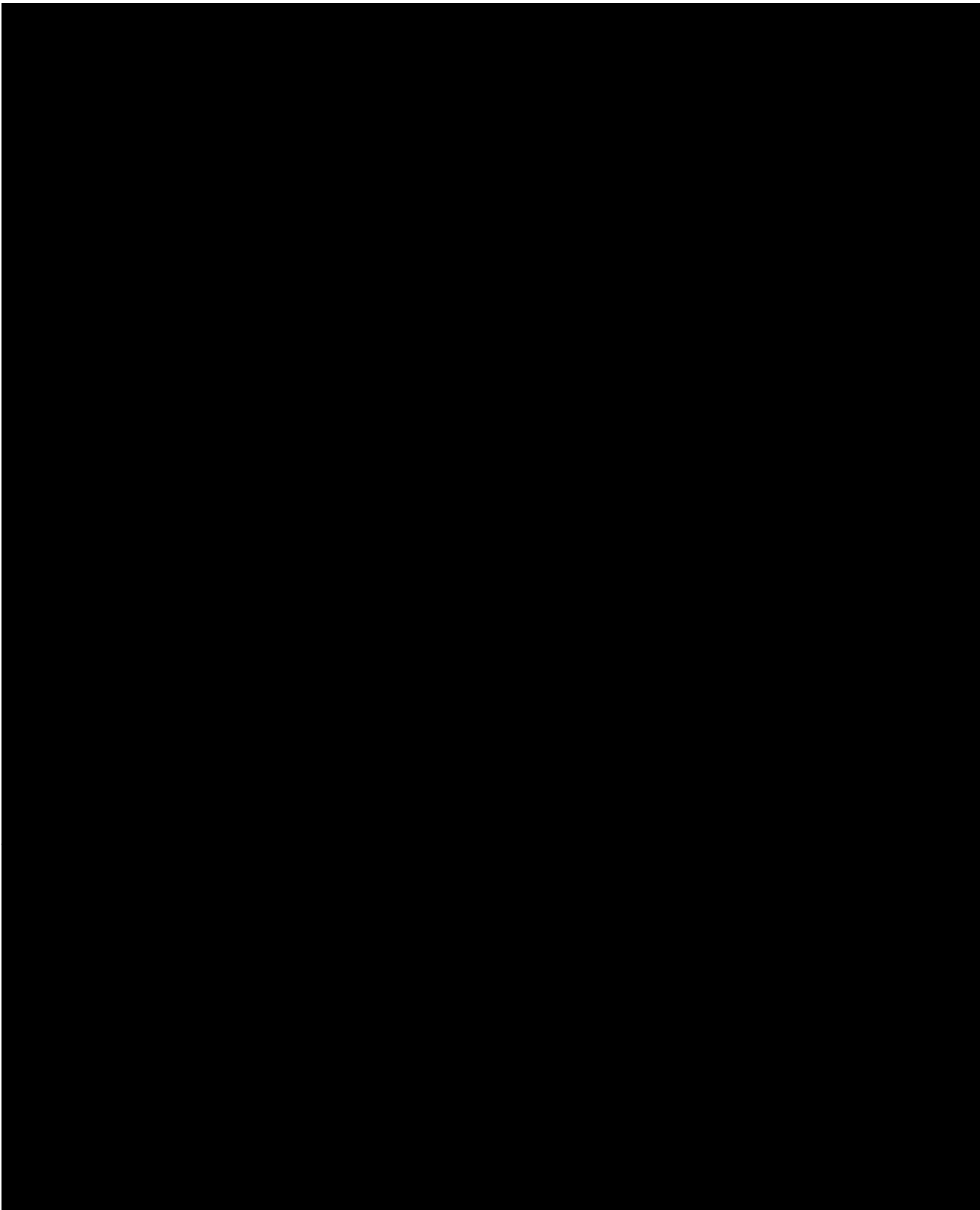
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Annexure A to Schedule D11 (*Early Occupation Licence (Cope Street Plaza)*) – Plan of Early Occupation Area

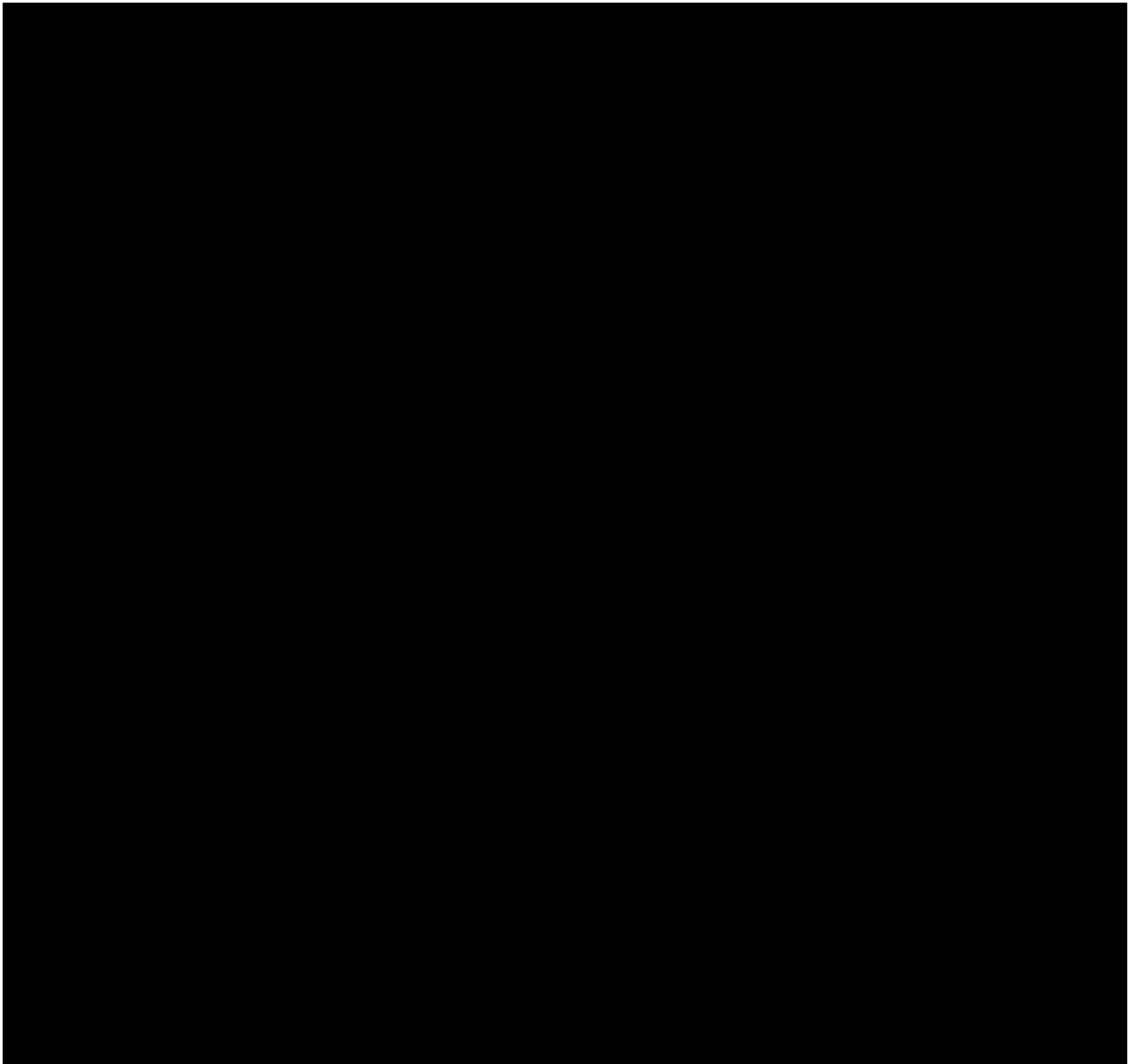


SCHEDULE E1. – PAYMENT SCHEDULE



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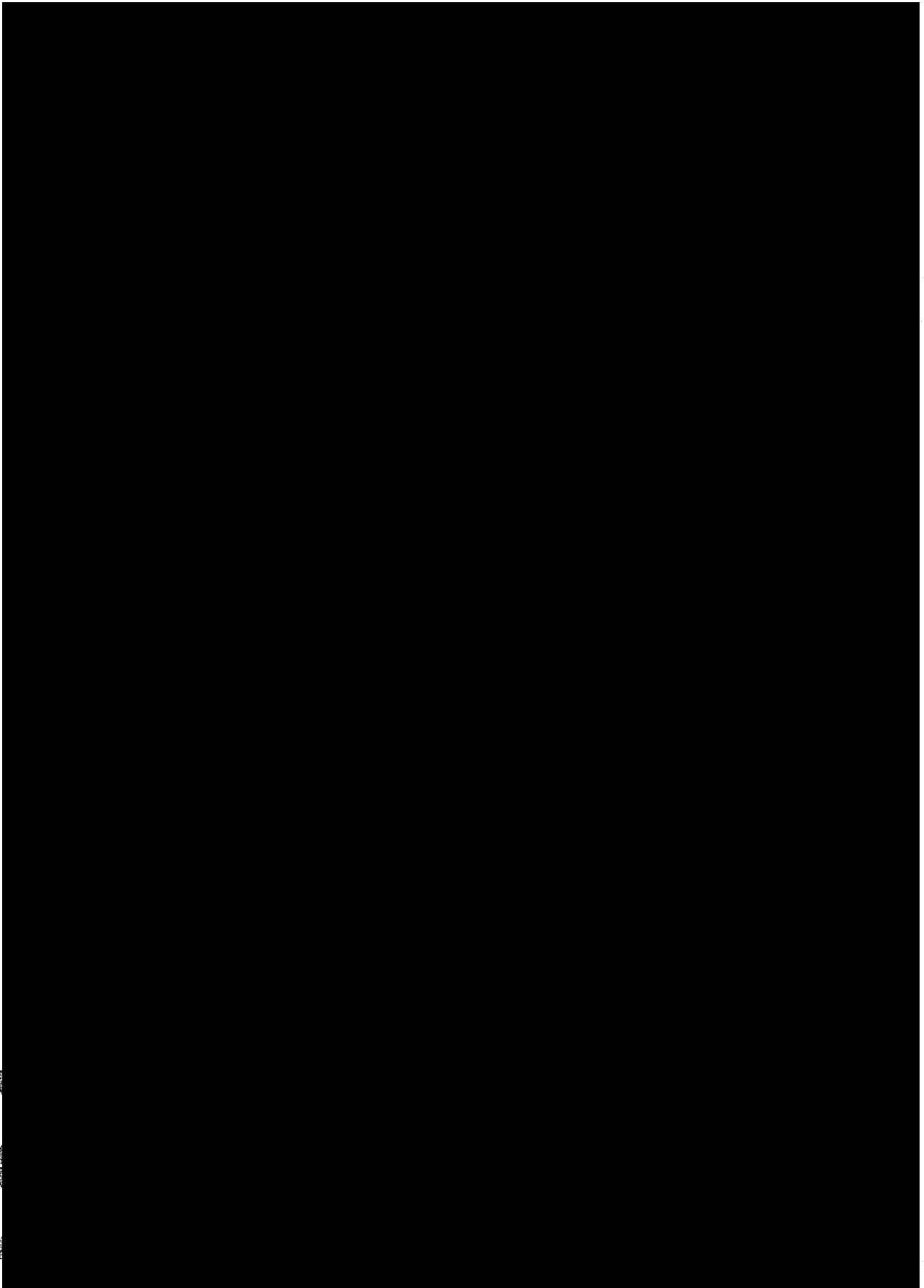
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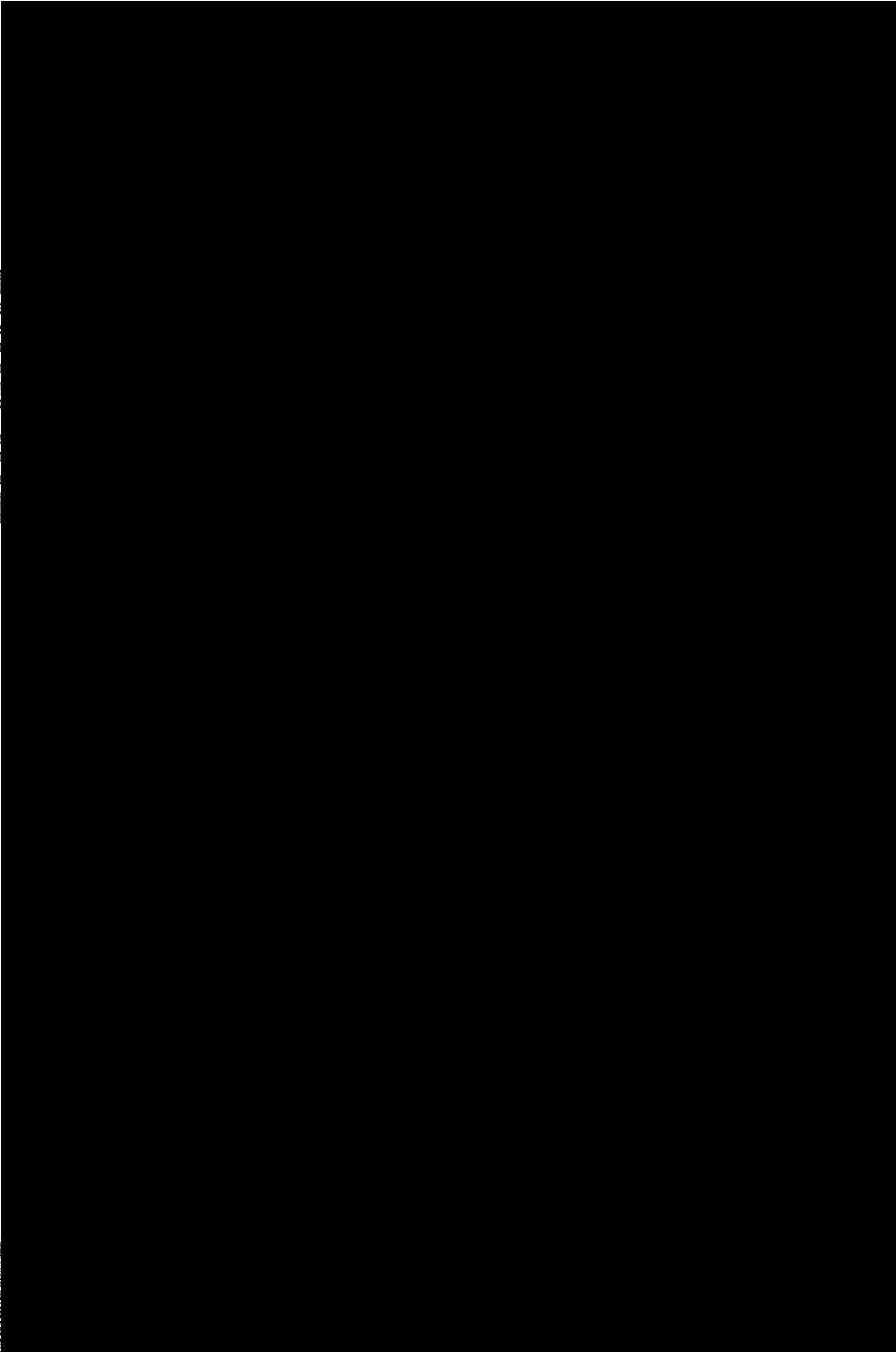
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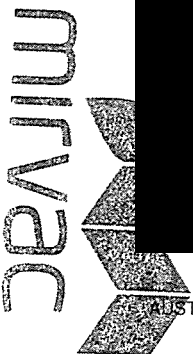
SCHEDULE E2. – TERMINATION PAYMENT SCHEDULE



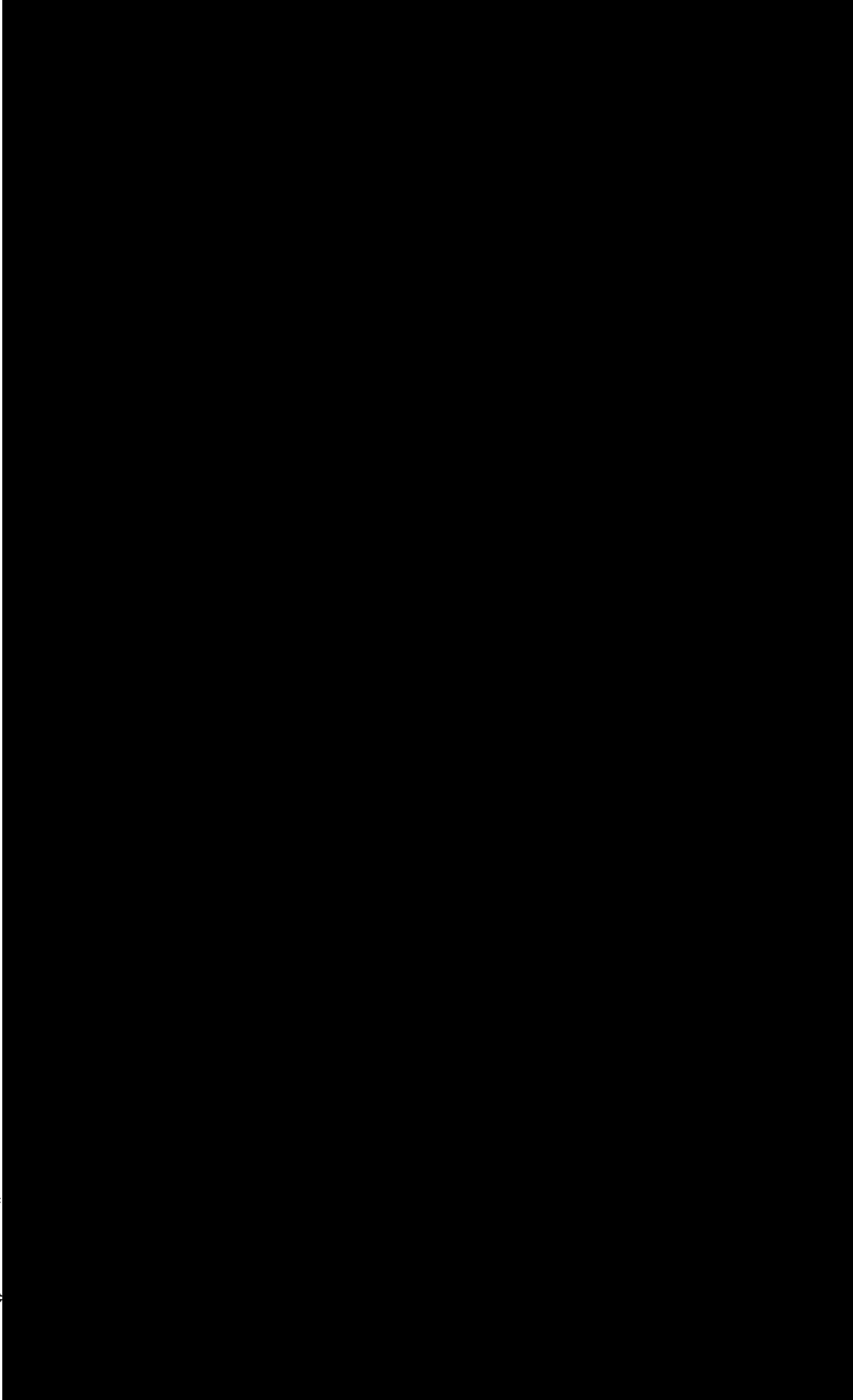
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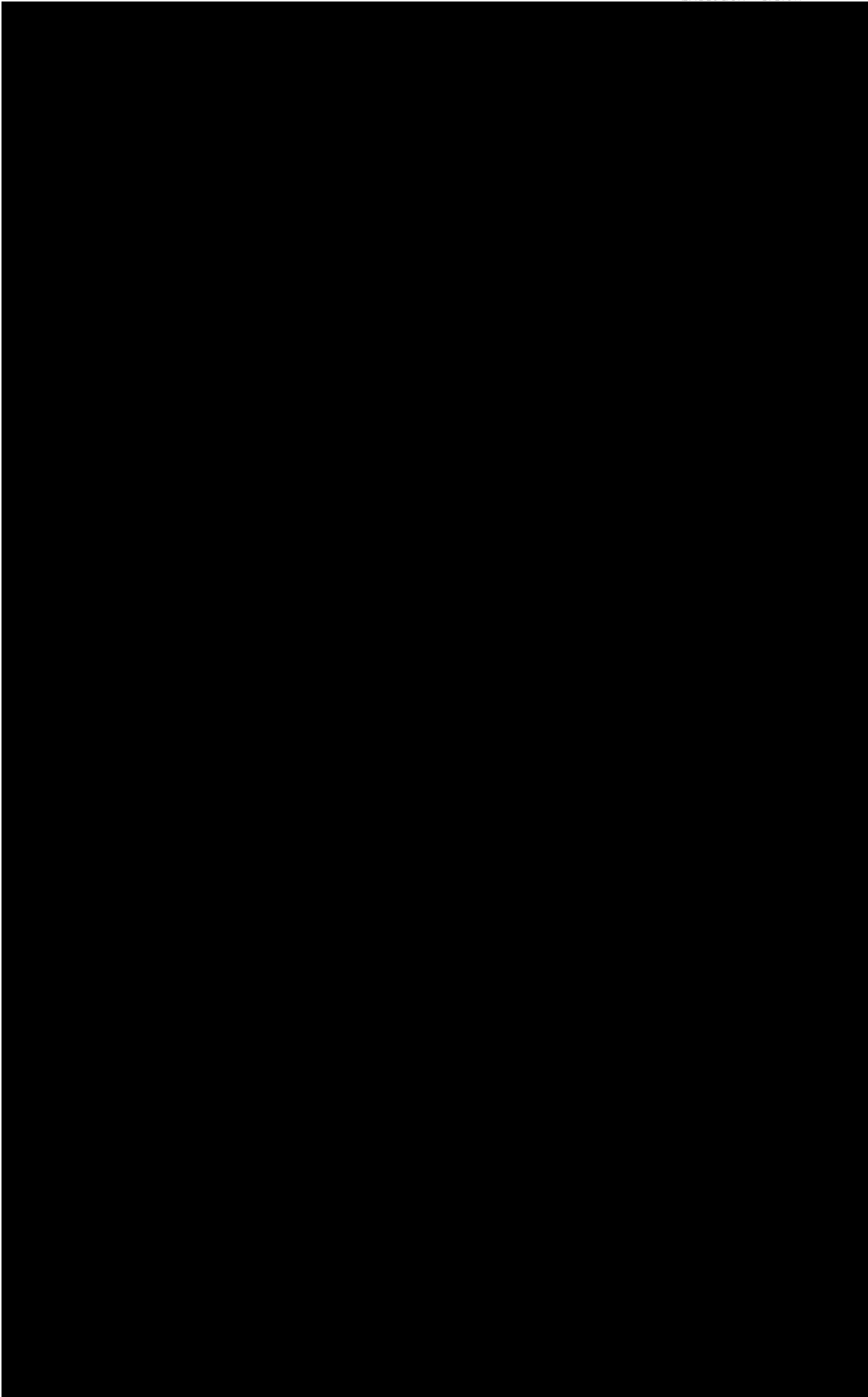
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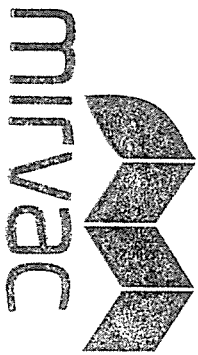
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NHOJ
HOLLAND



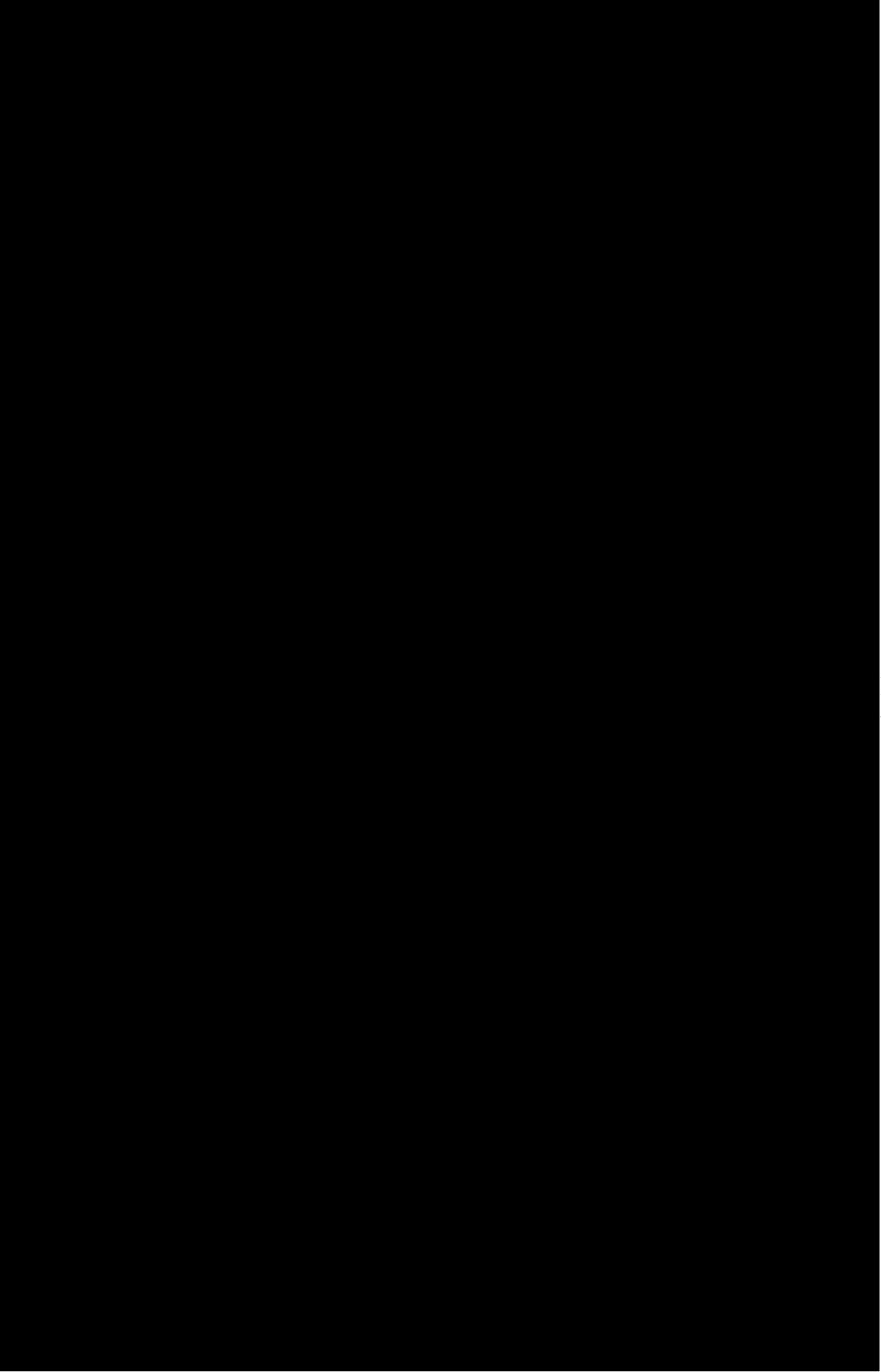
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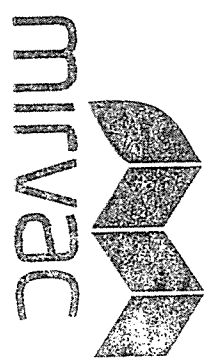
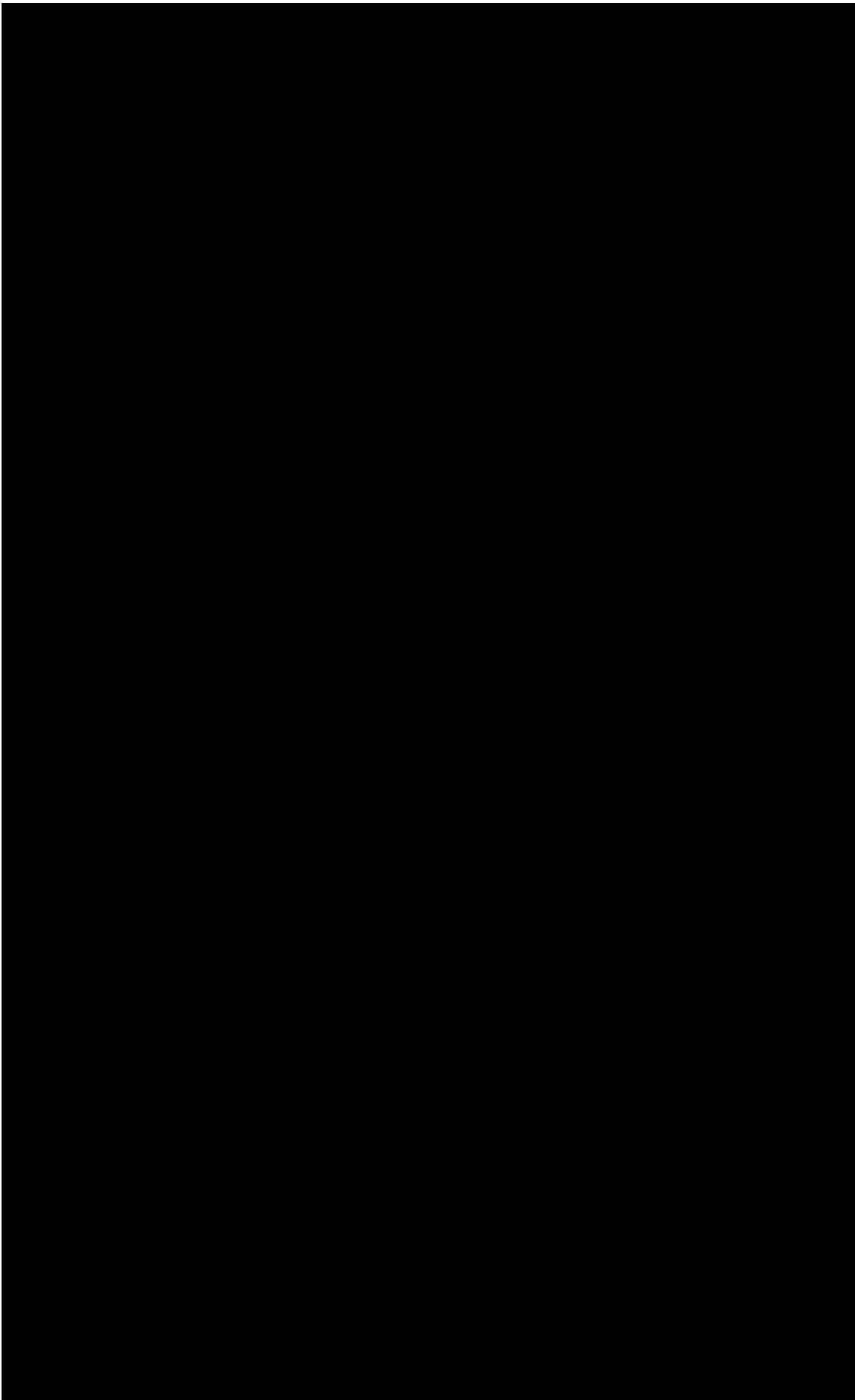
**JOHN
HOLLAND**



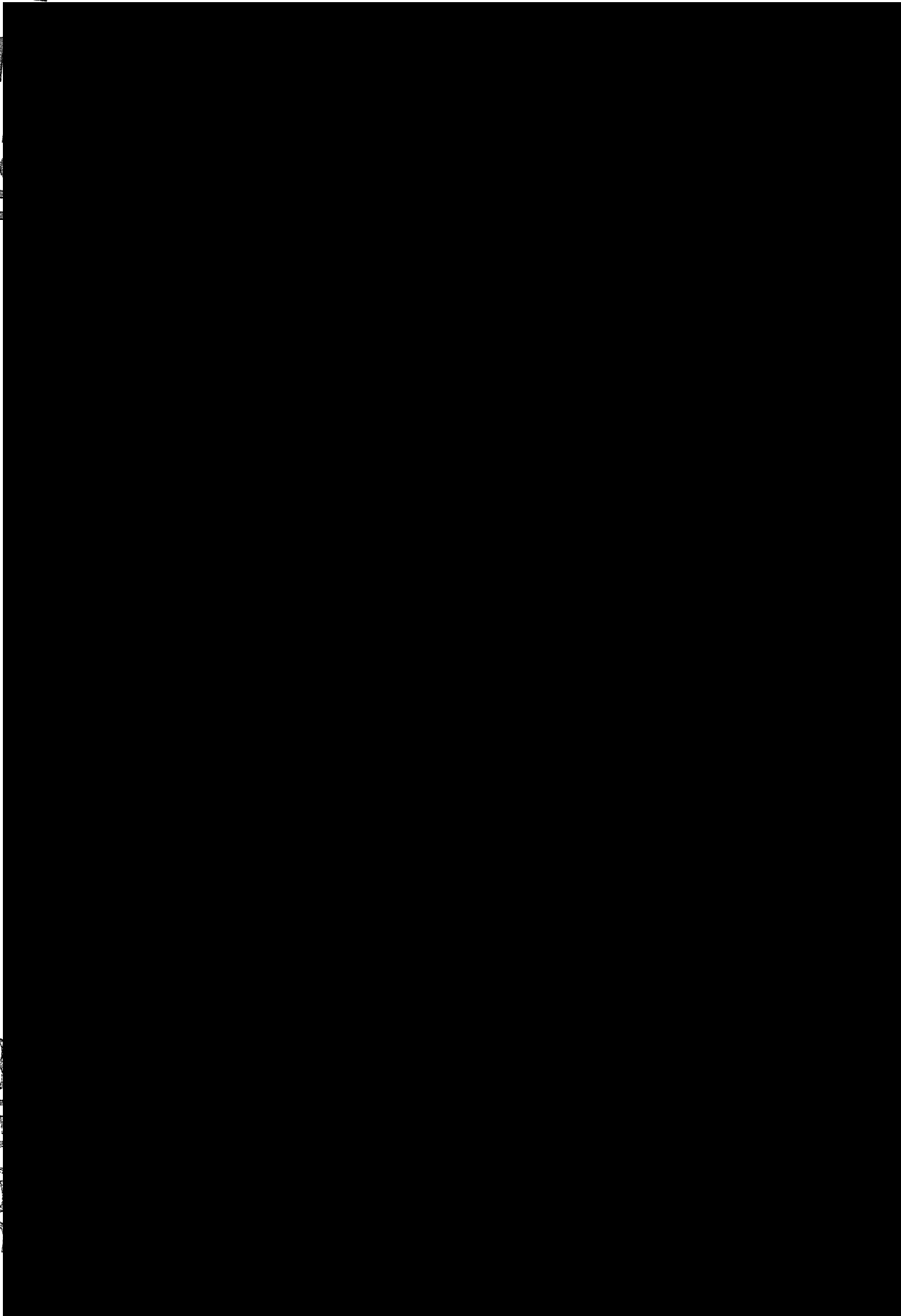
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HOLLAND



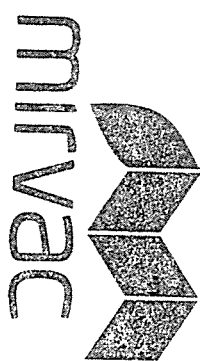
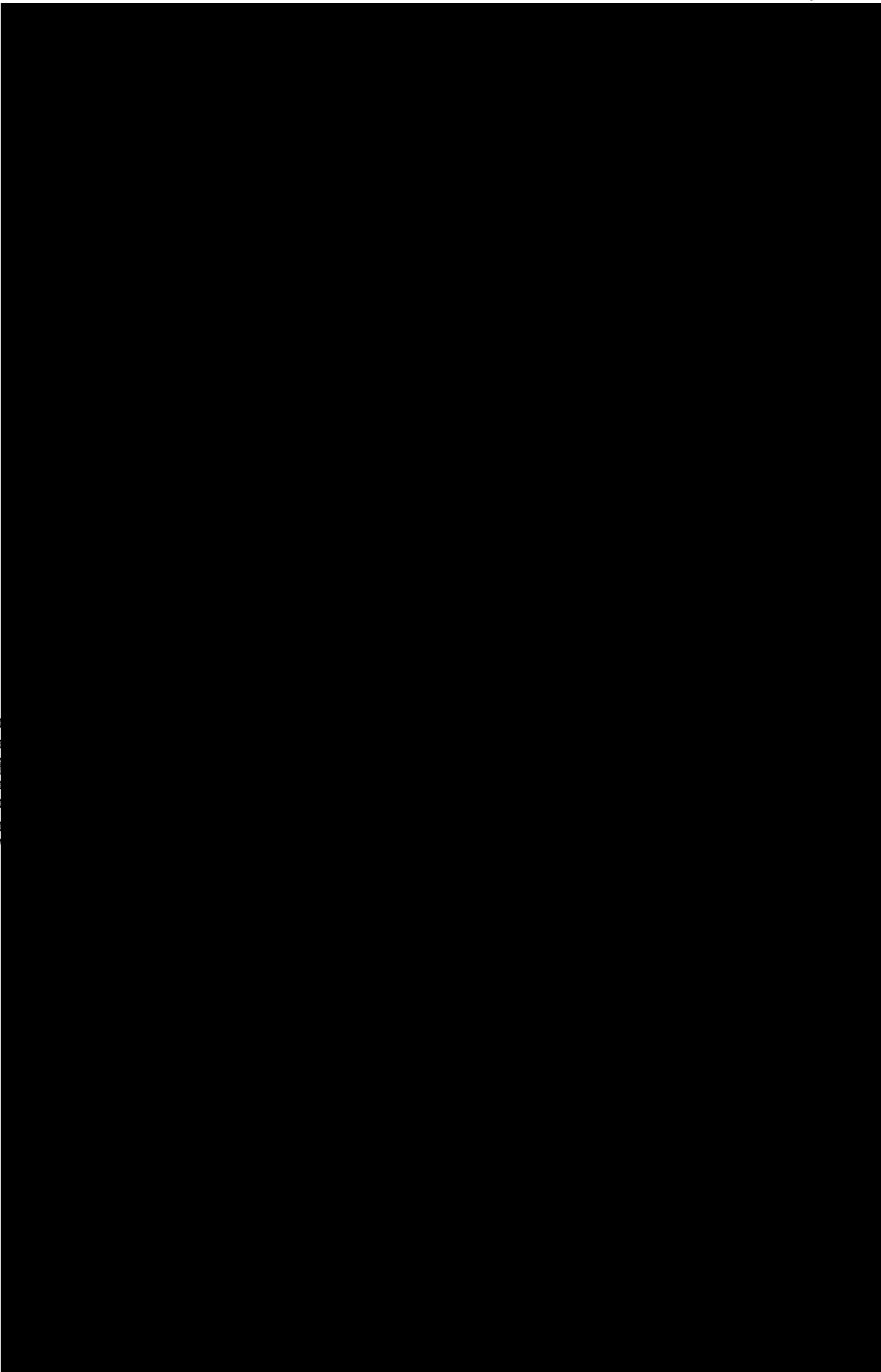
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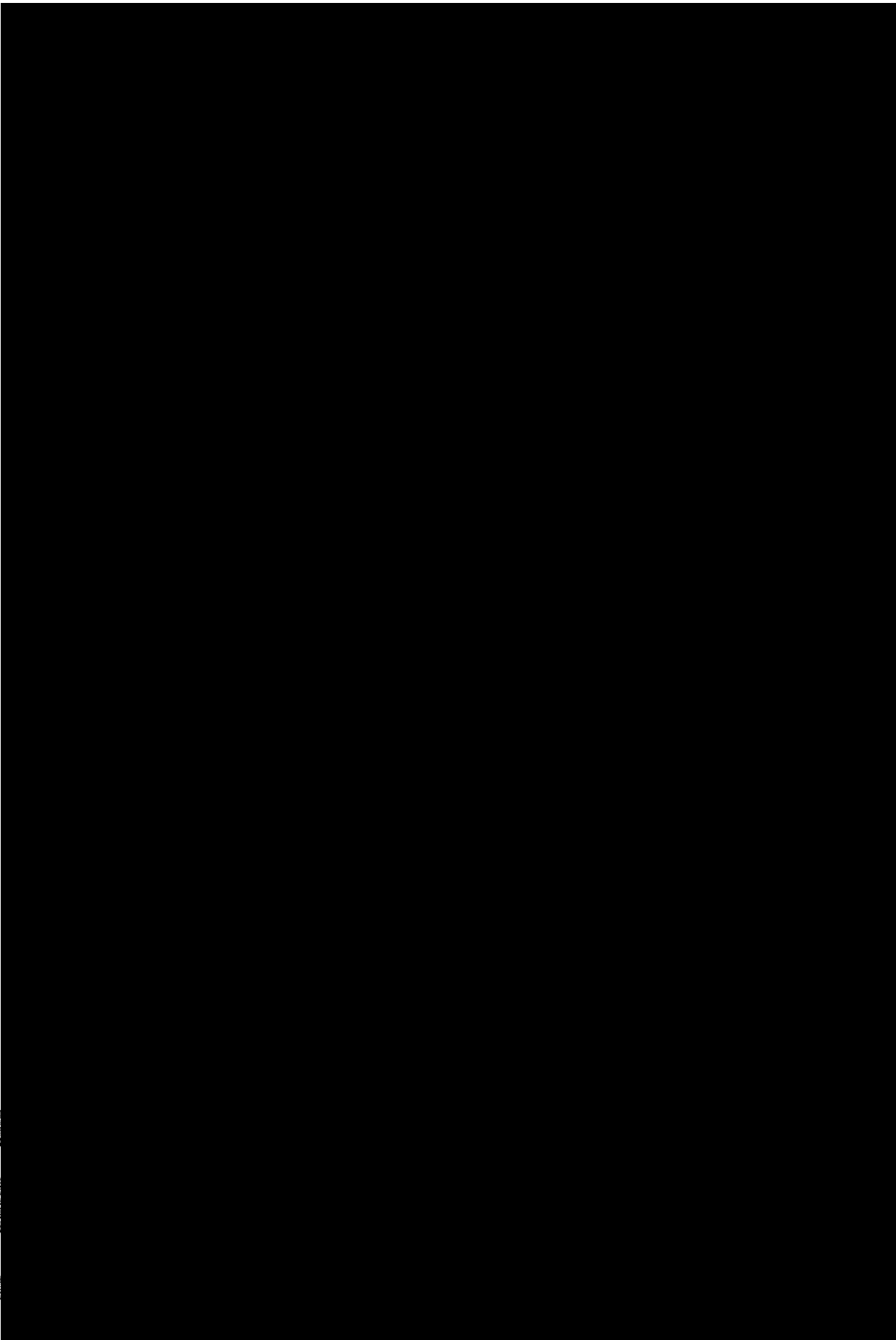
JOHN
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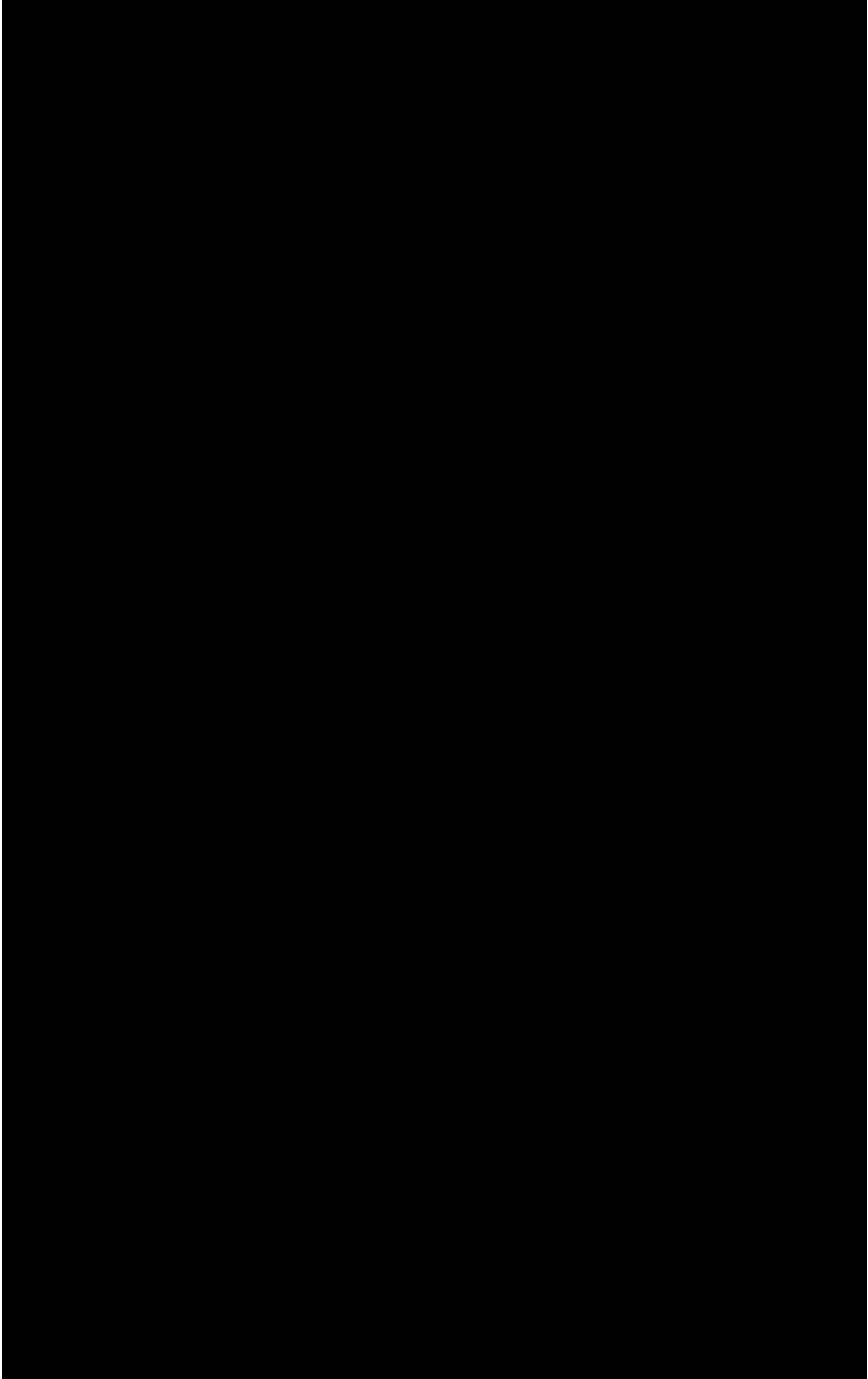
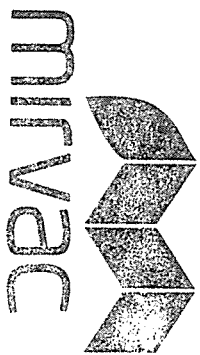
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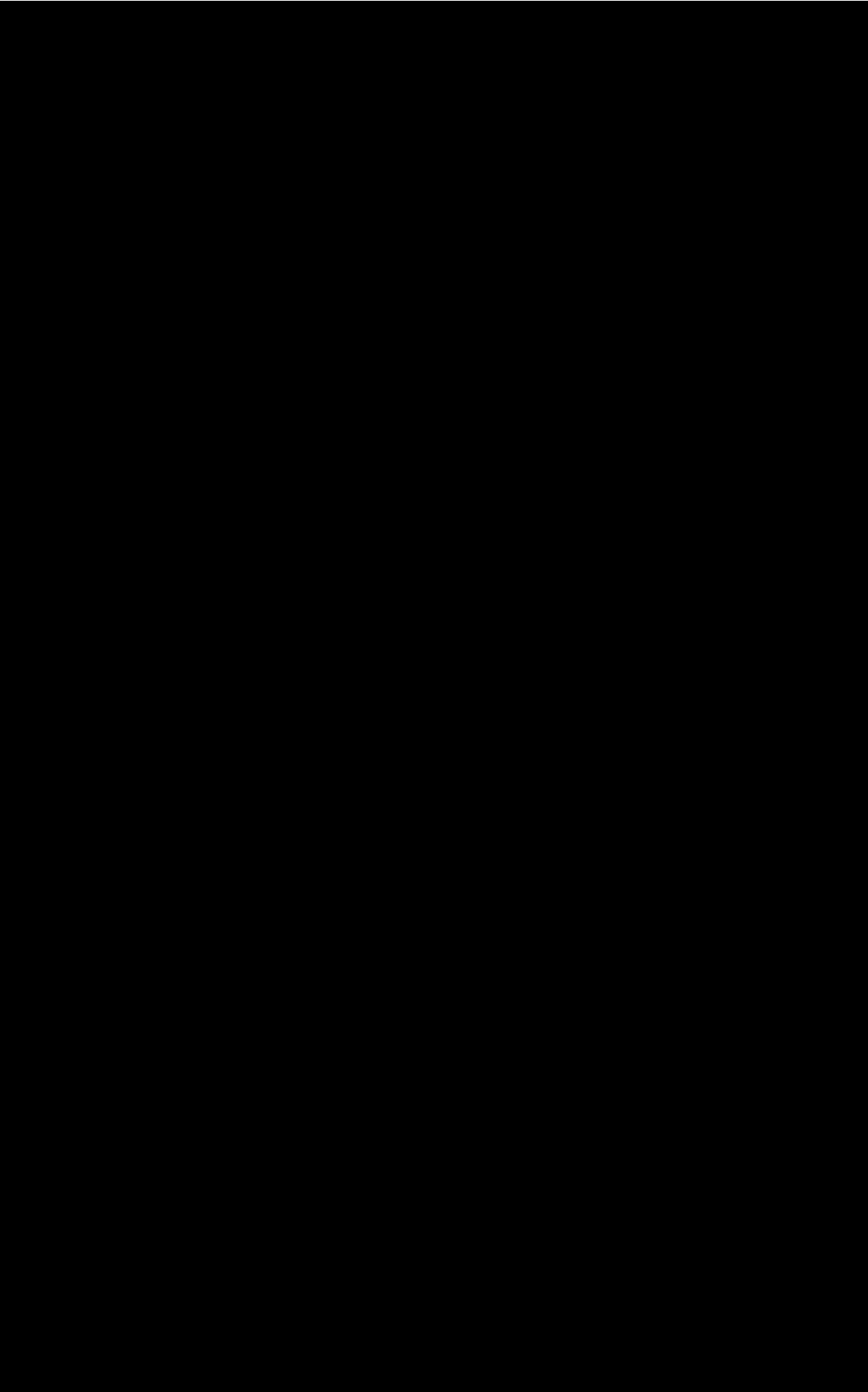
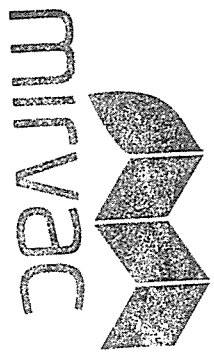
JOHN
HOLLAND



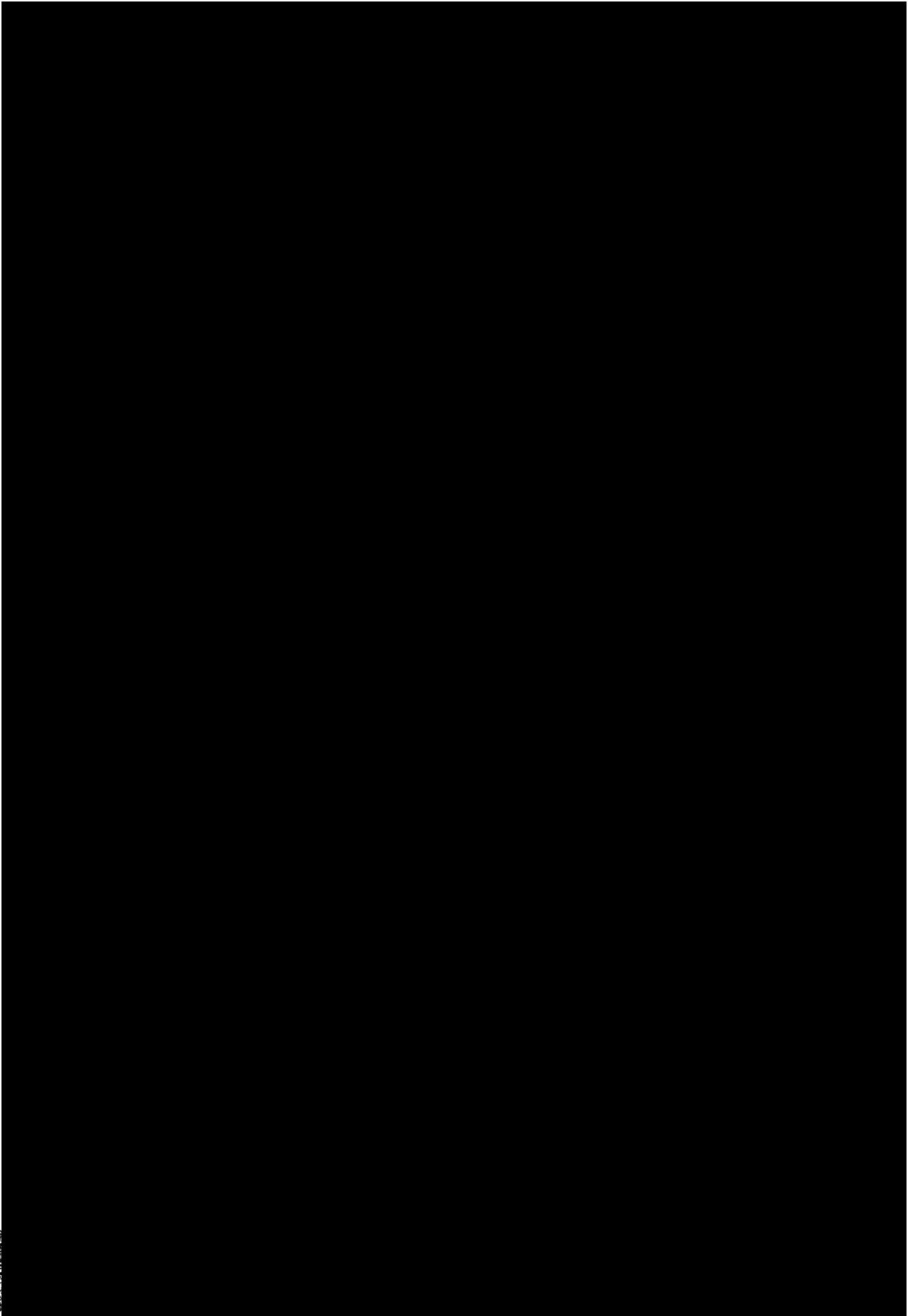
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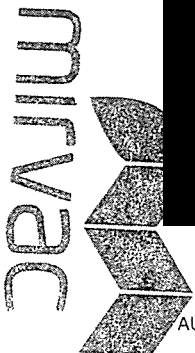
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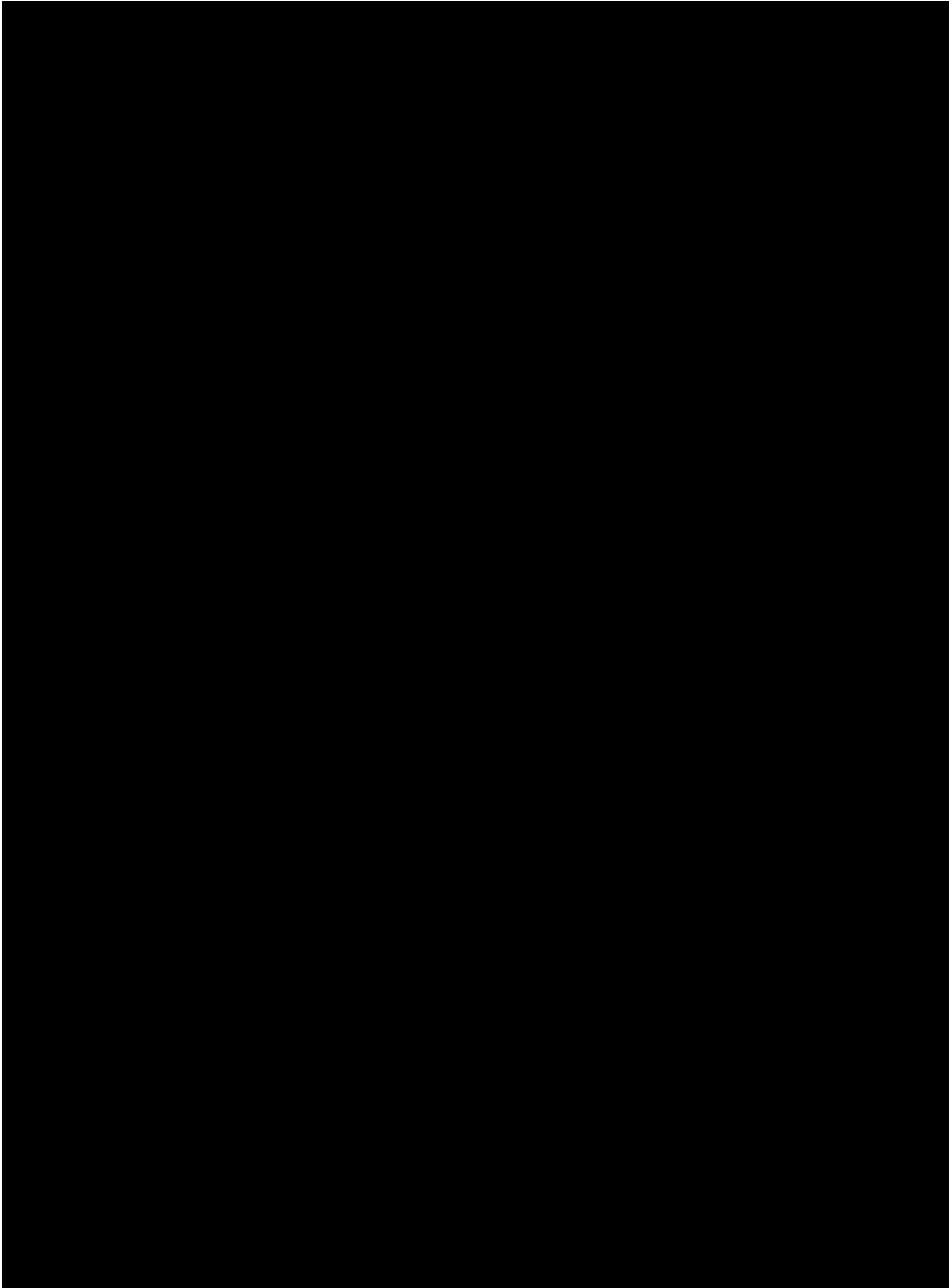
mirvac
10/1/2010

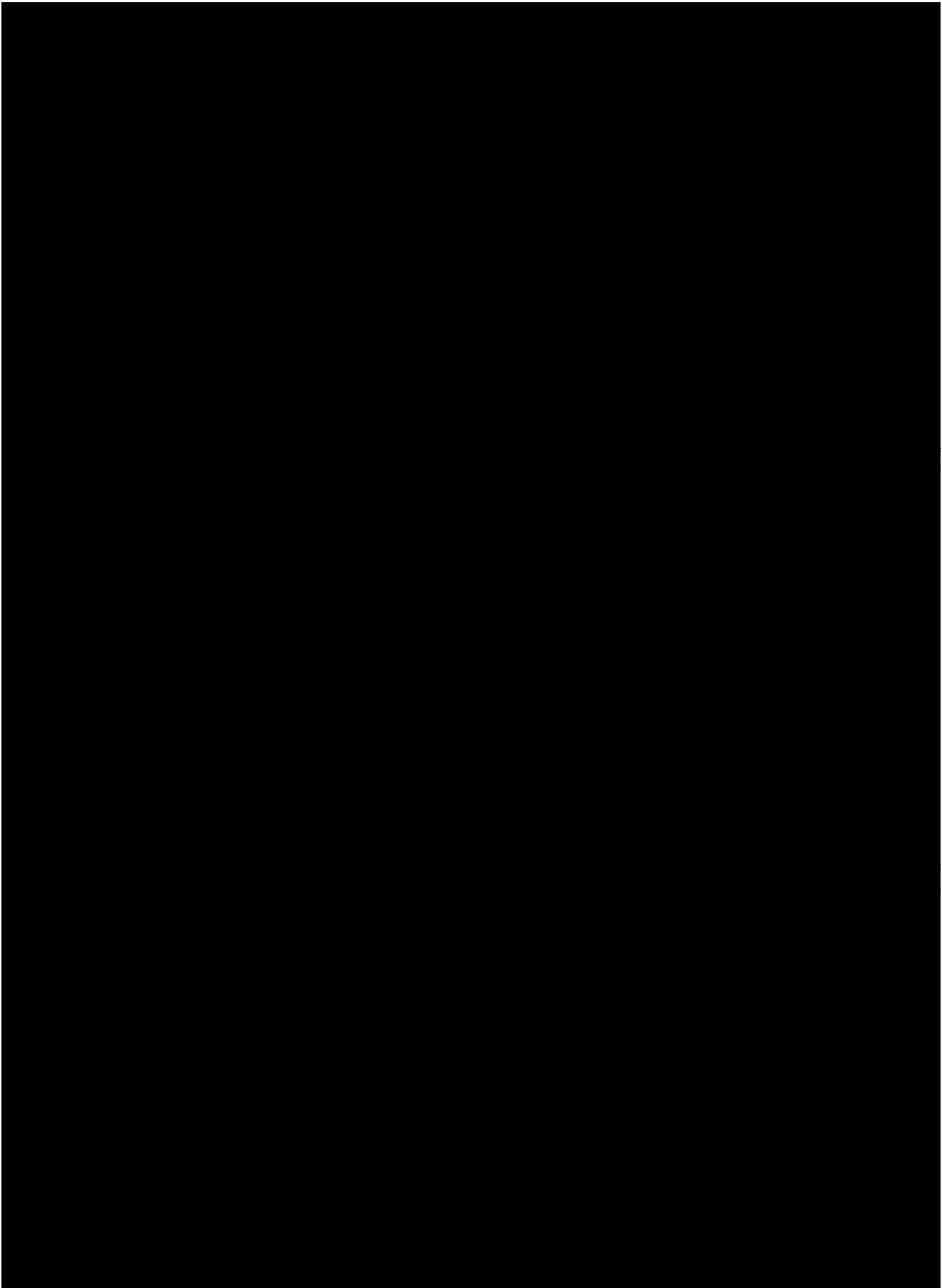


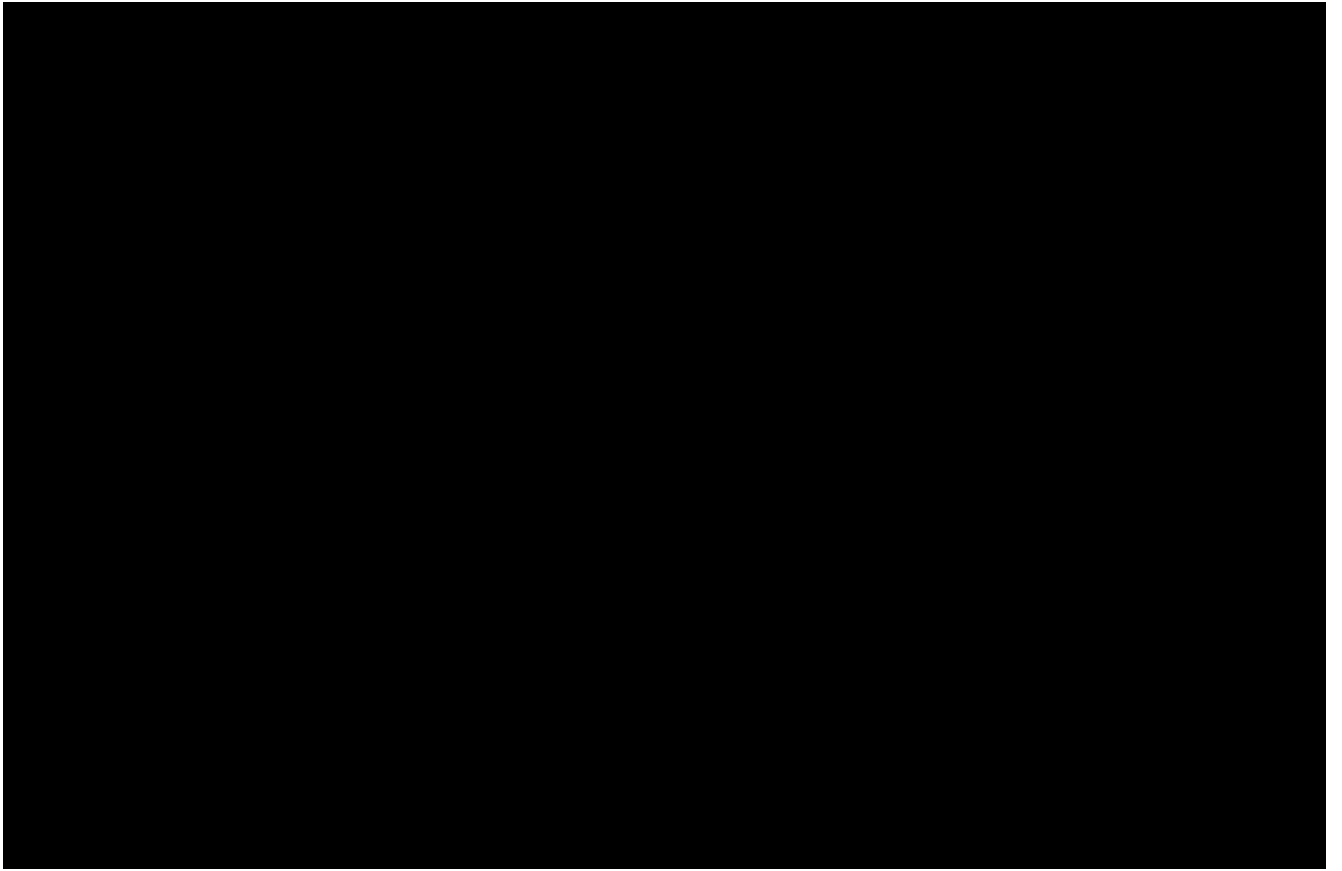
**JOHN
HOLLAND**



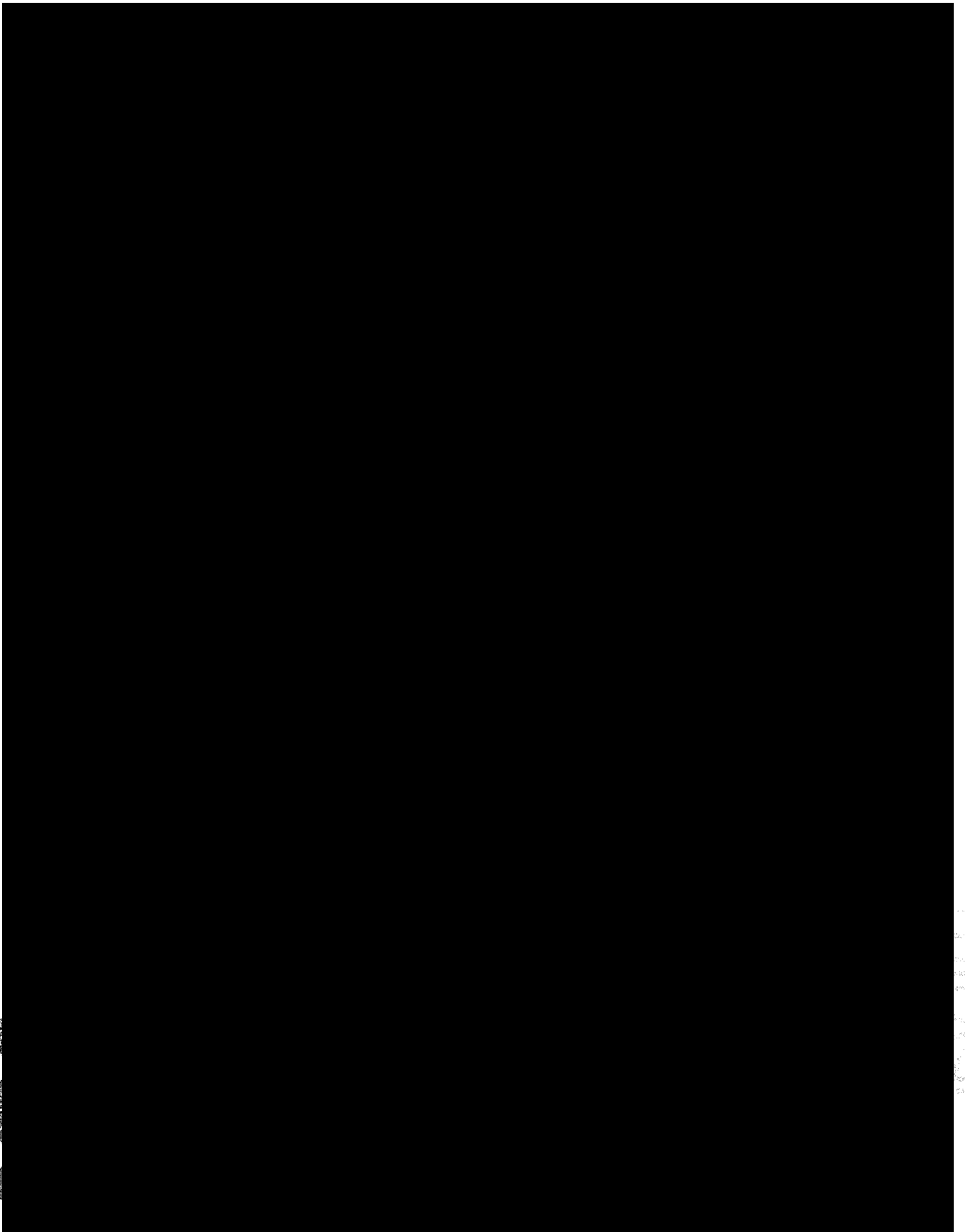
SCHEDULE E3. – COST CAPS



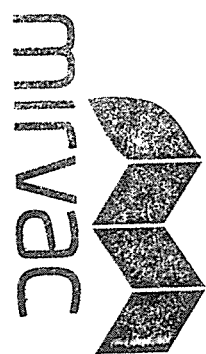
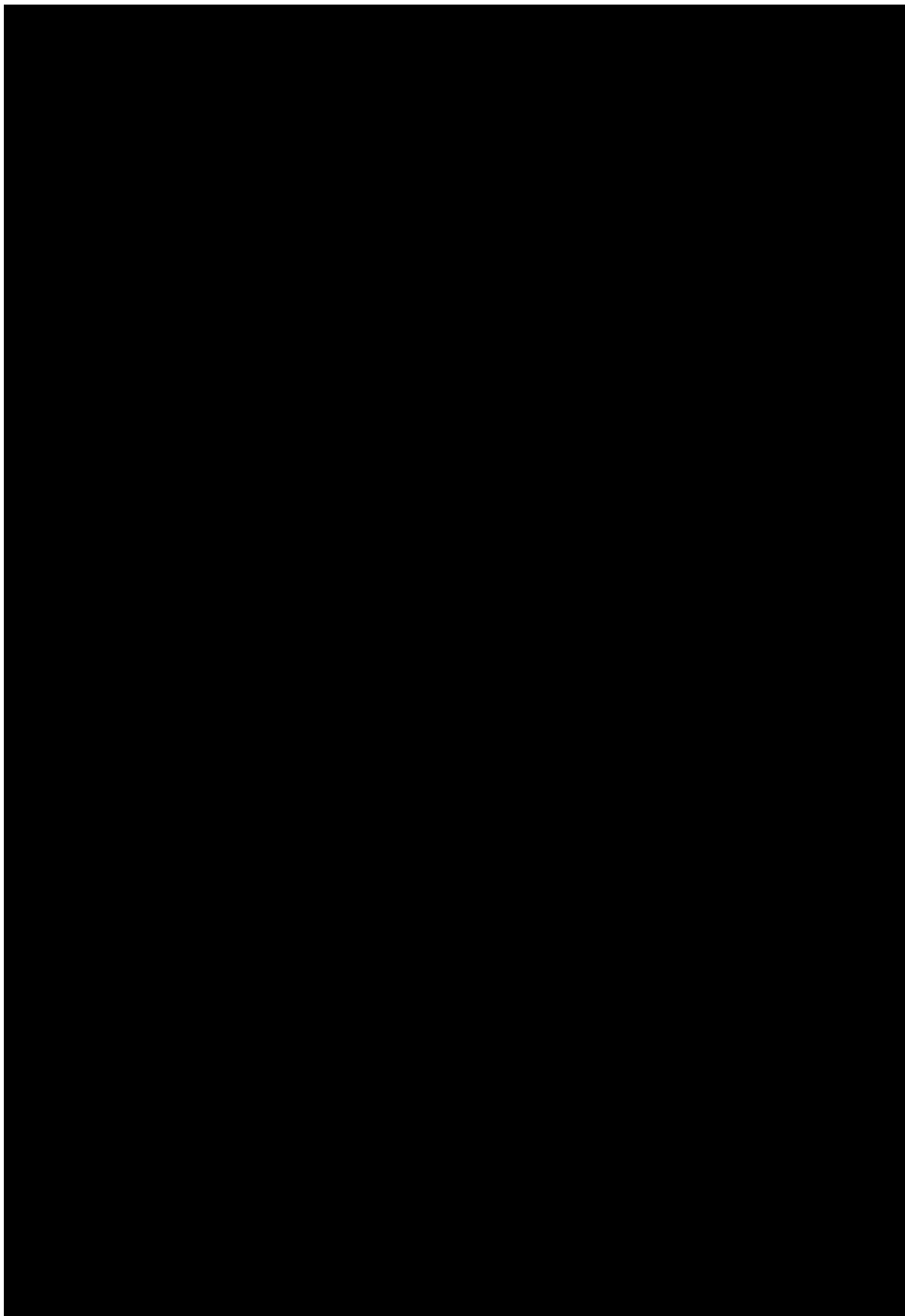


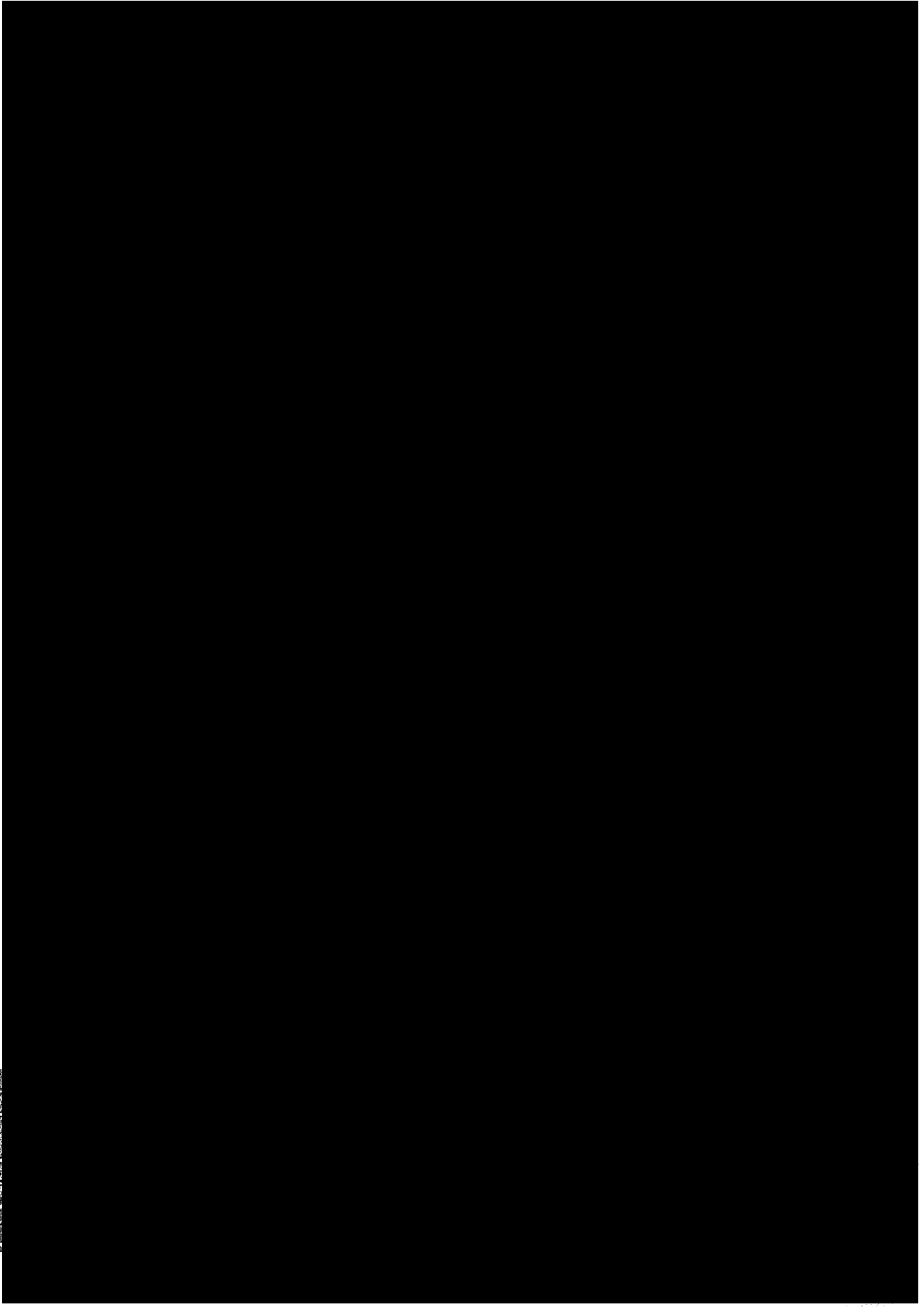


SCHEDULE E4. – FORM OF PARENT COMPANY GUARANTEE



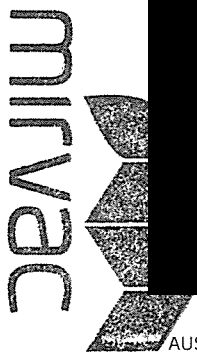
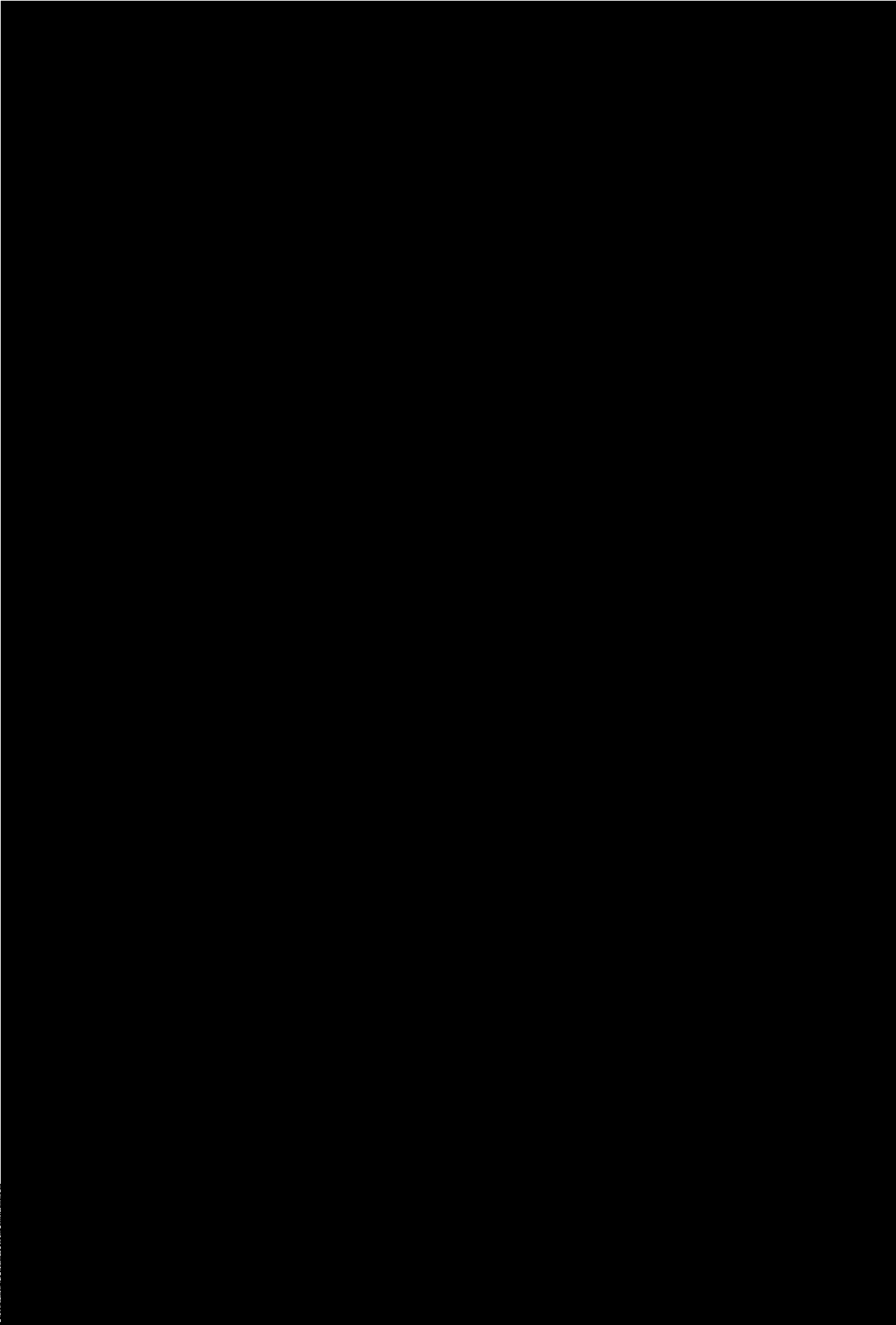
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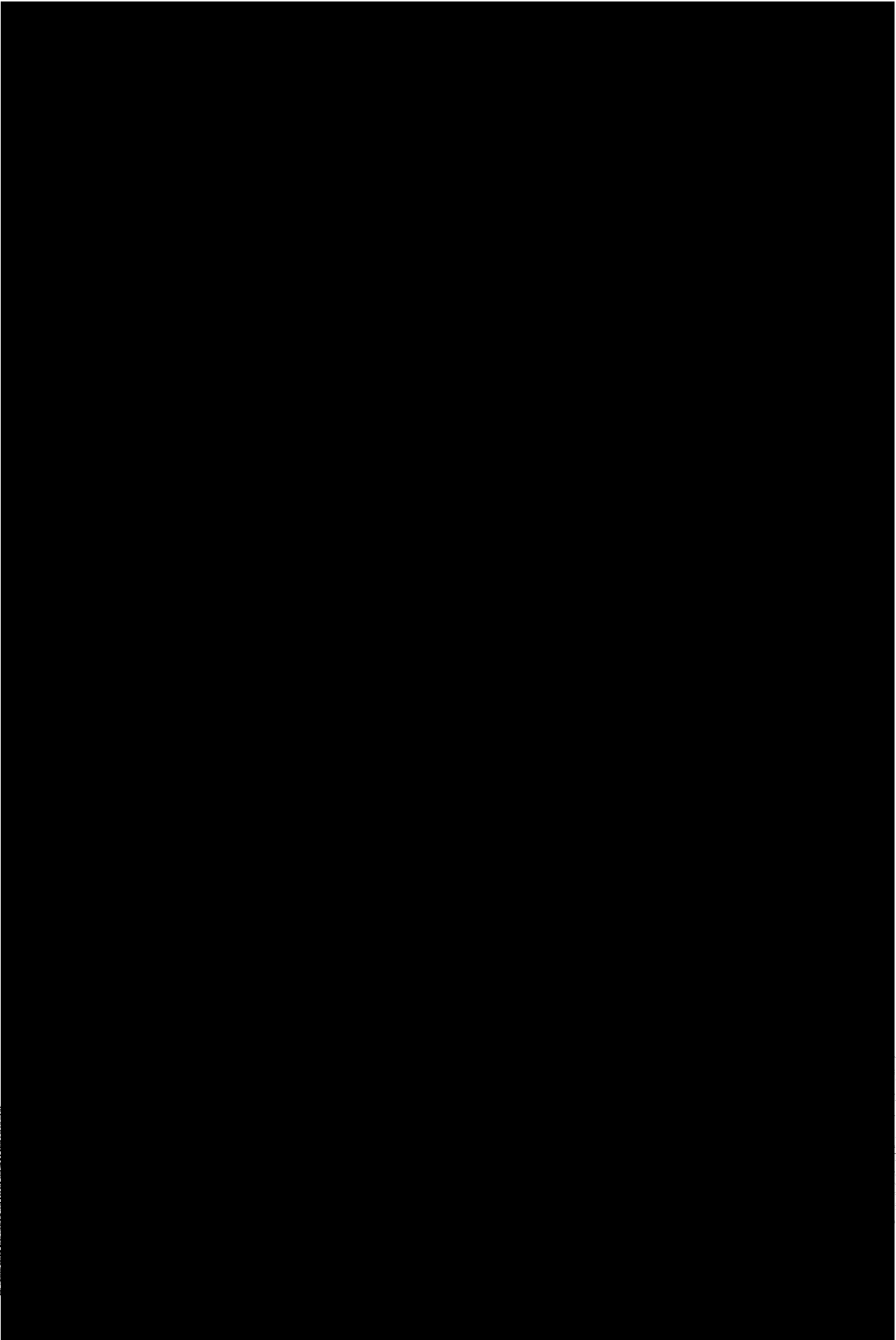




MTVAC

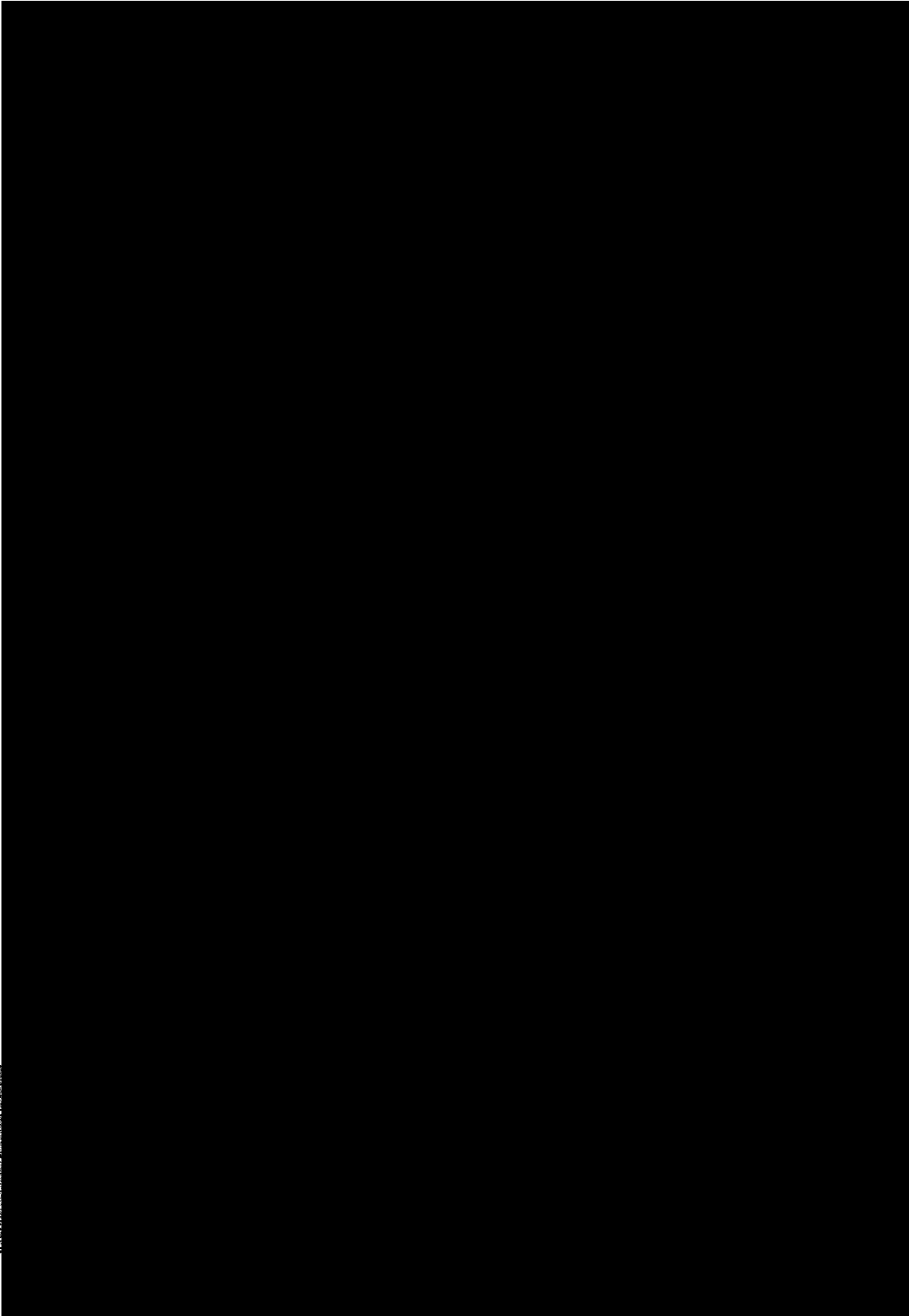
MTVAC





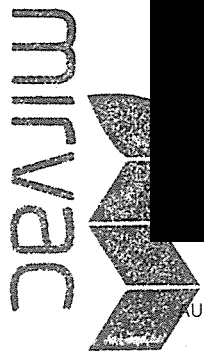
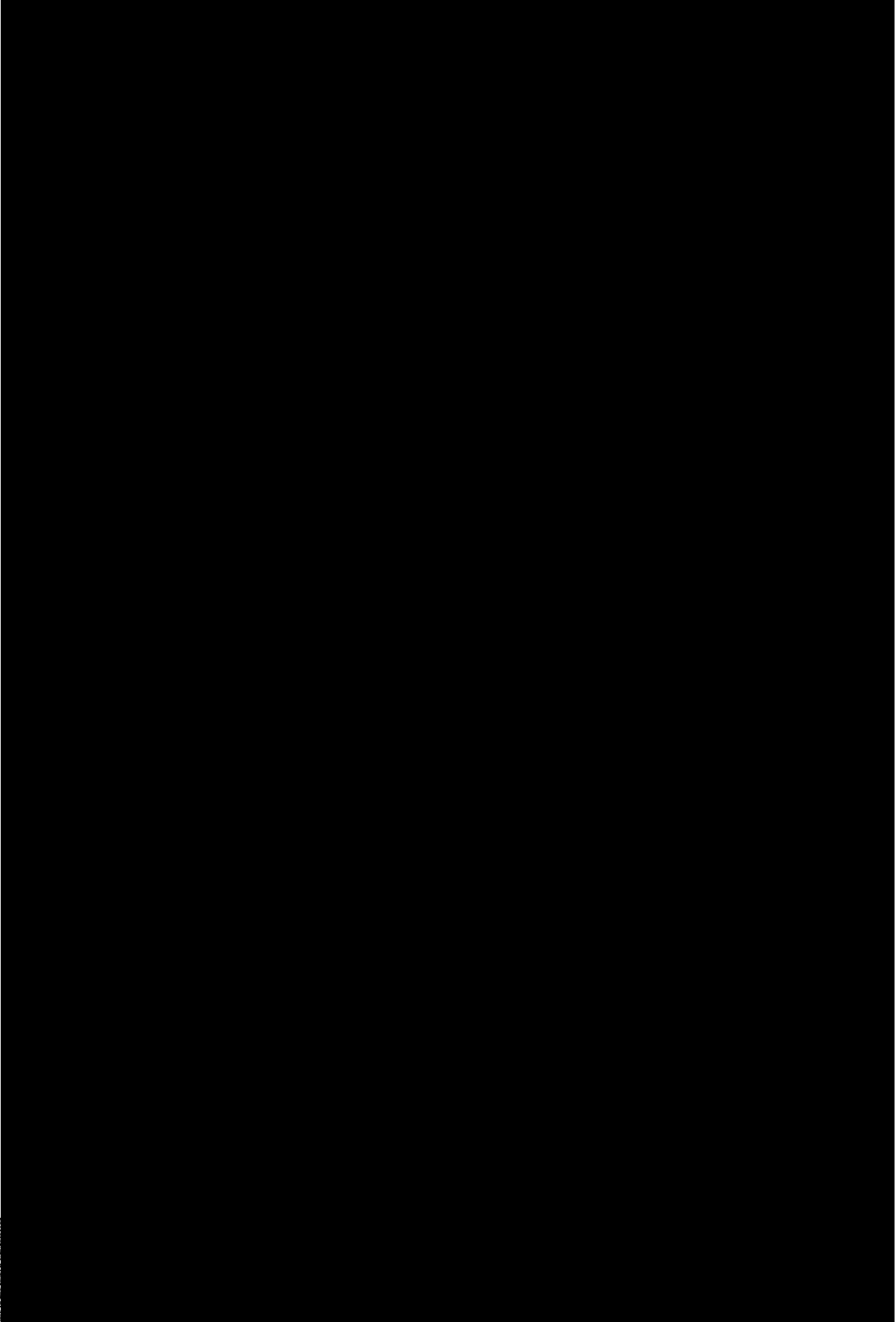
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MIRVAC

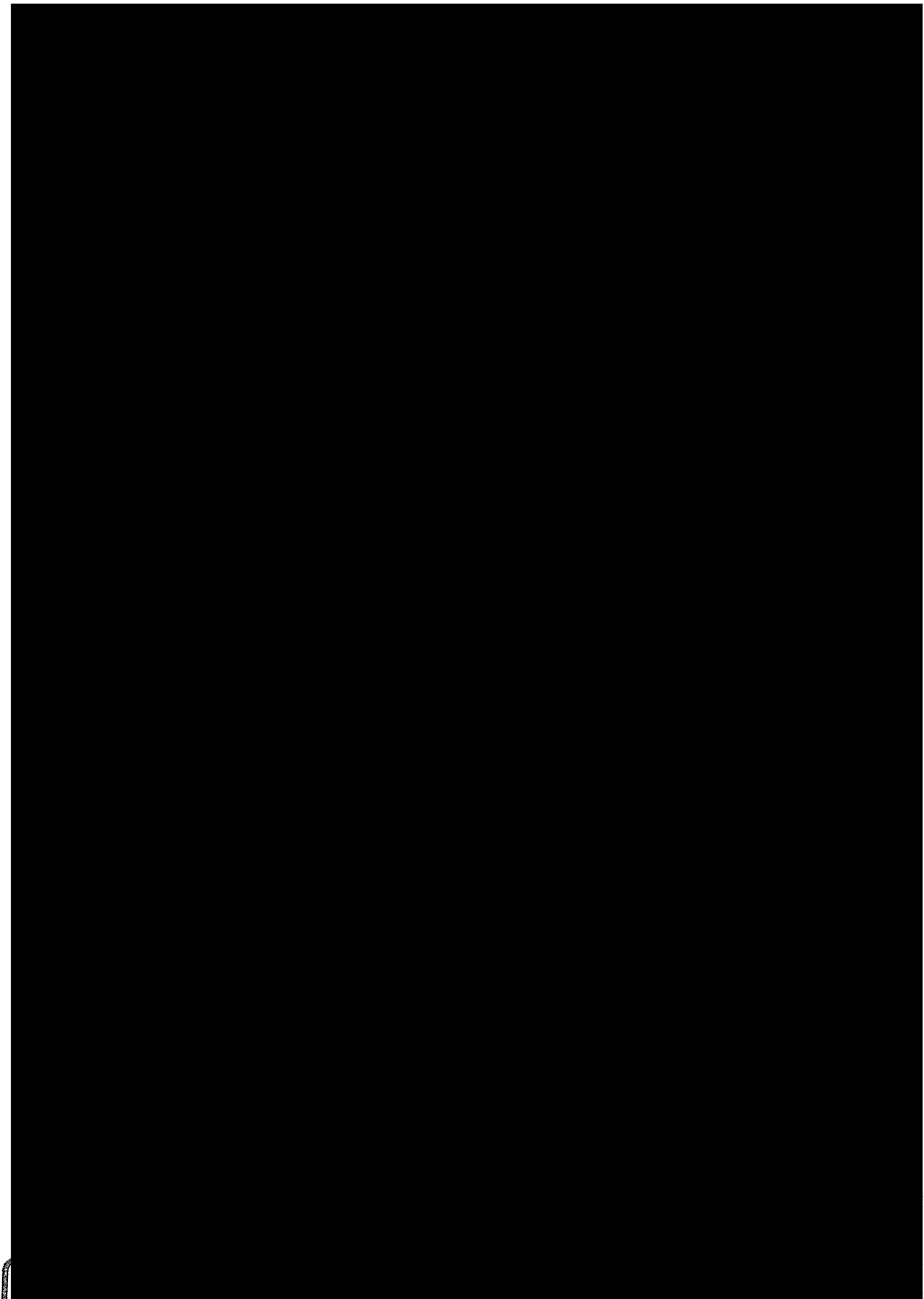


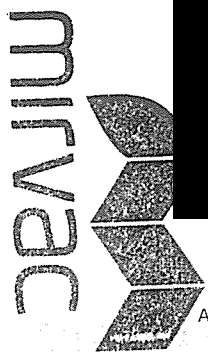
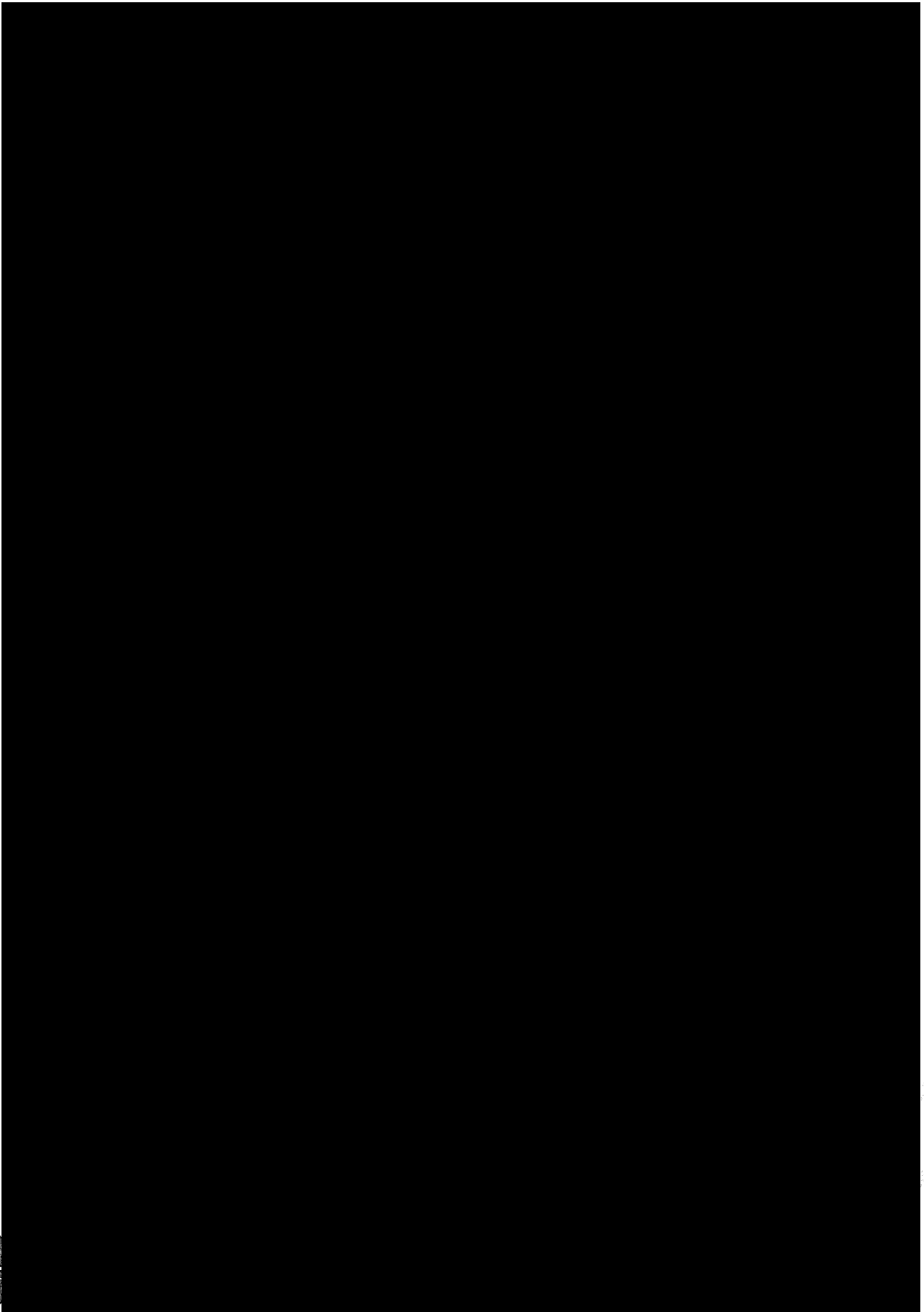
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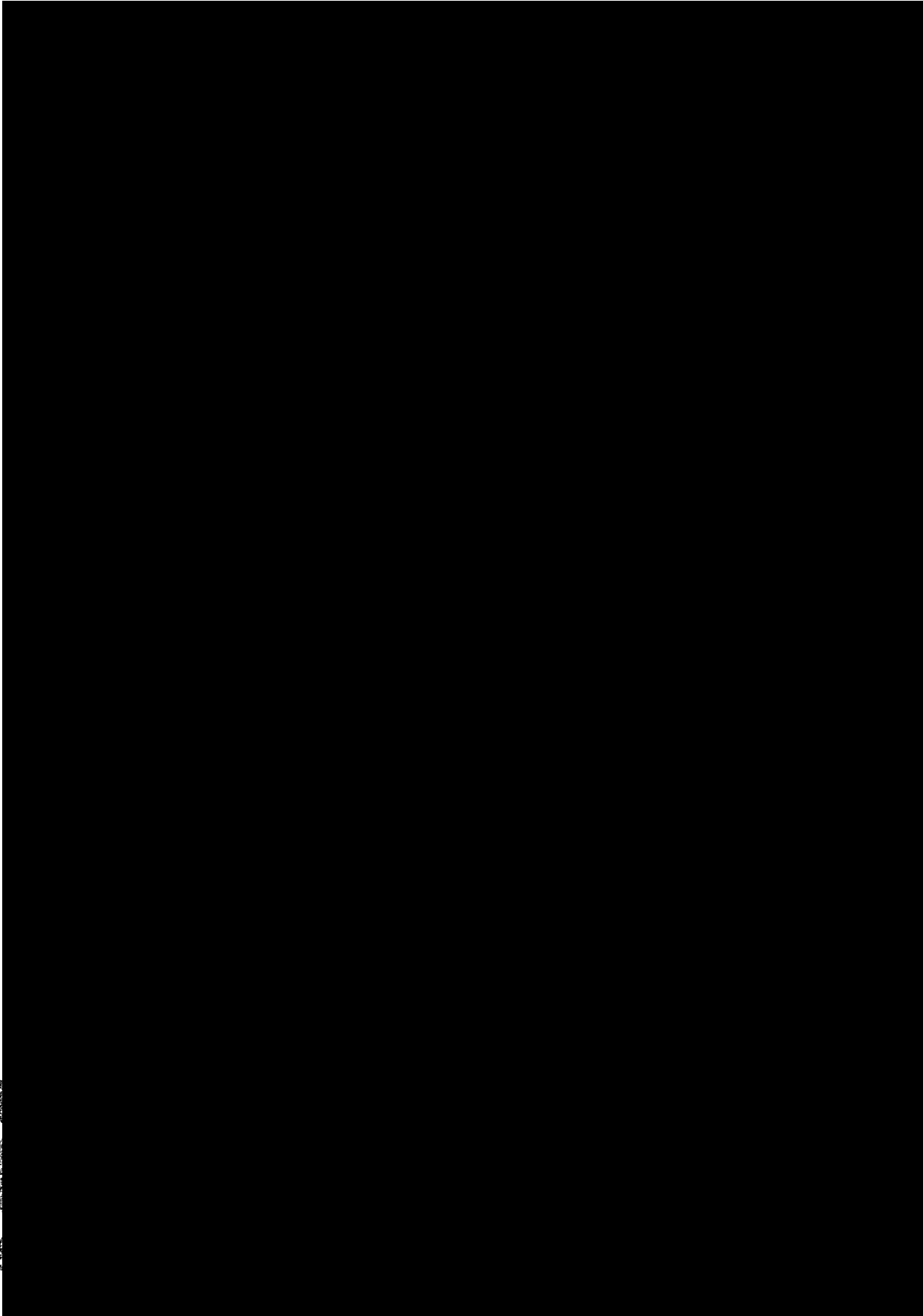
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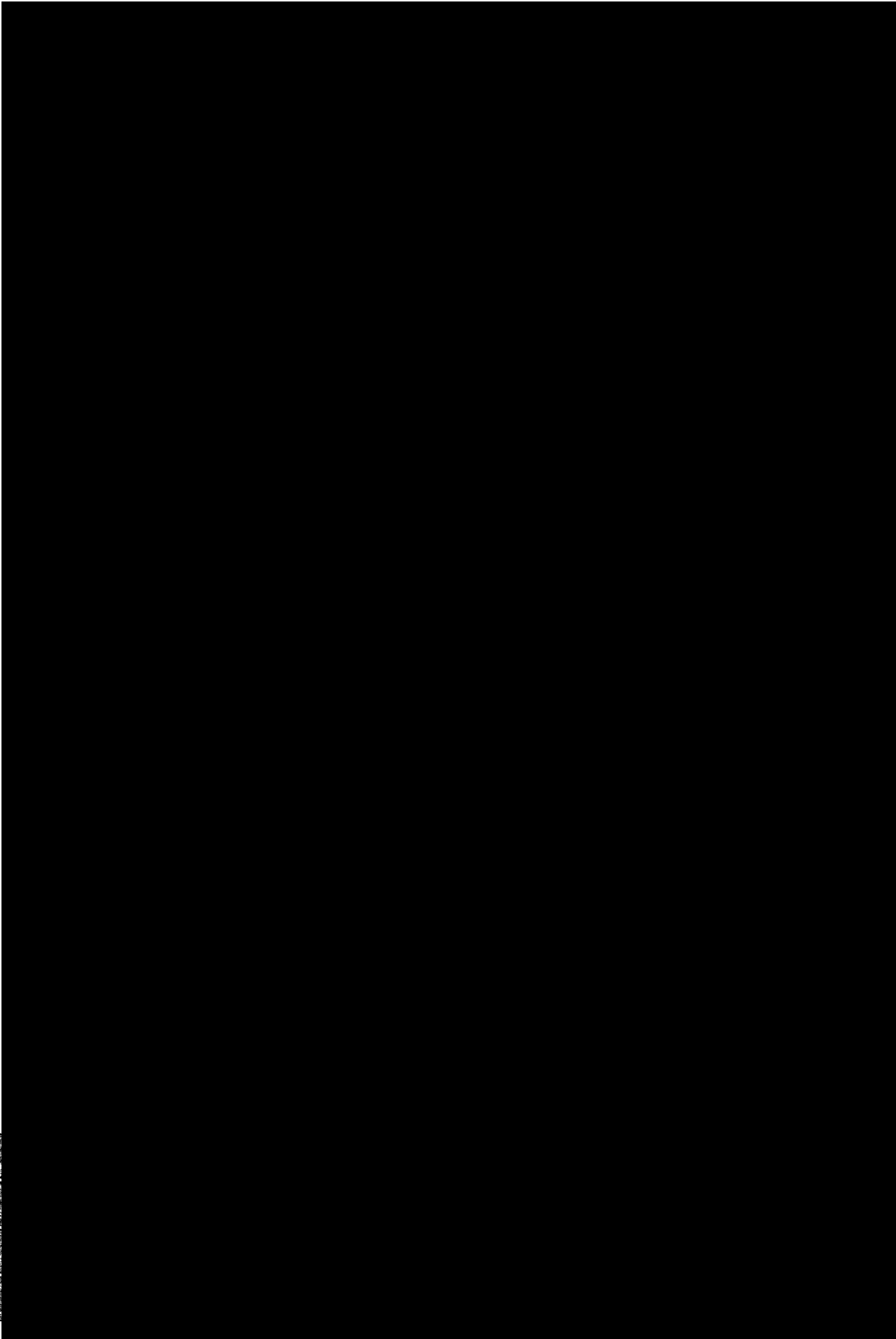
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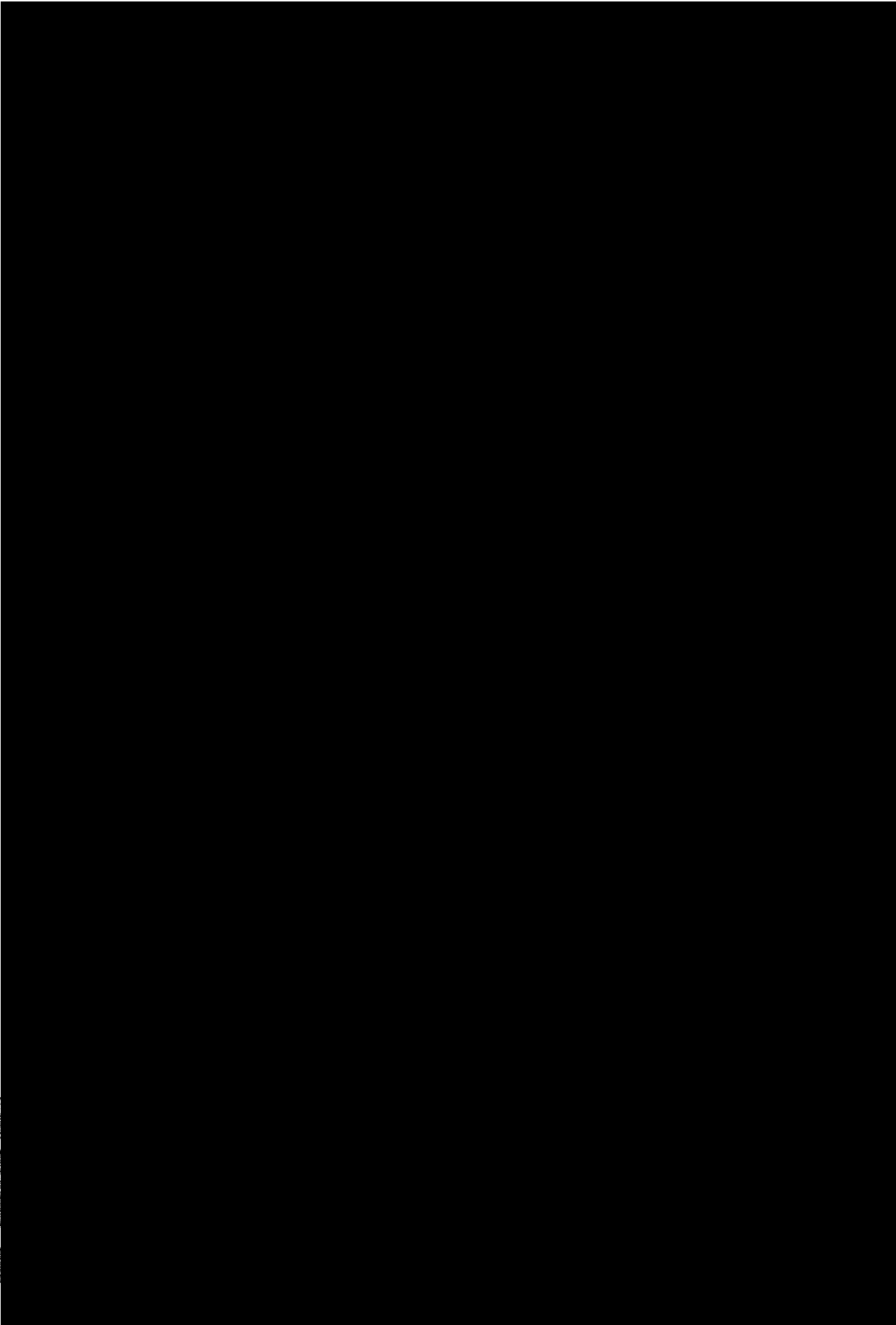
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MIRVAC



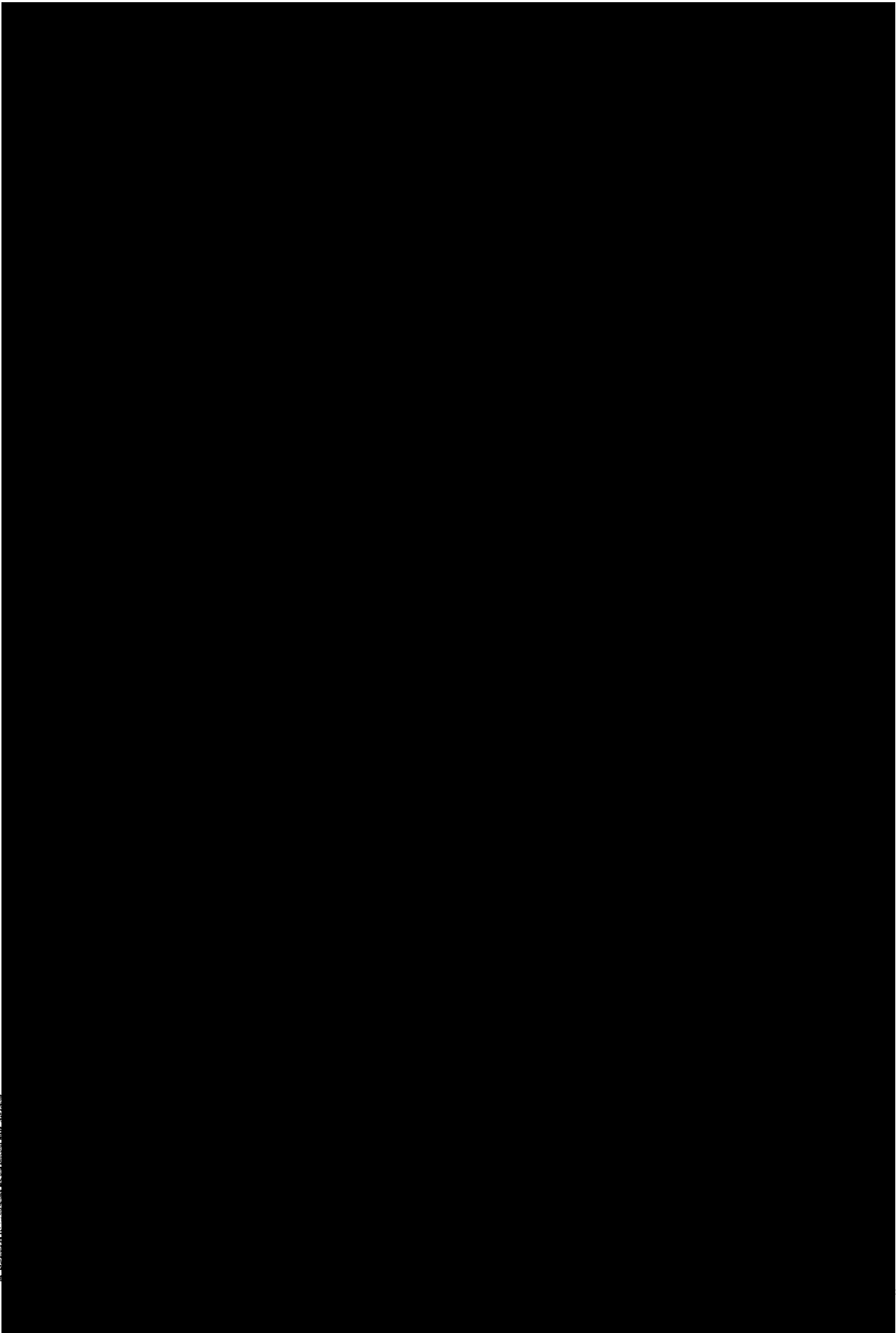
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MIRVAC



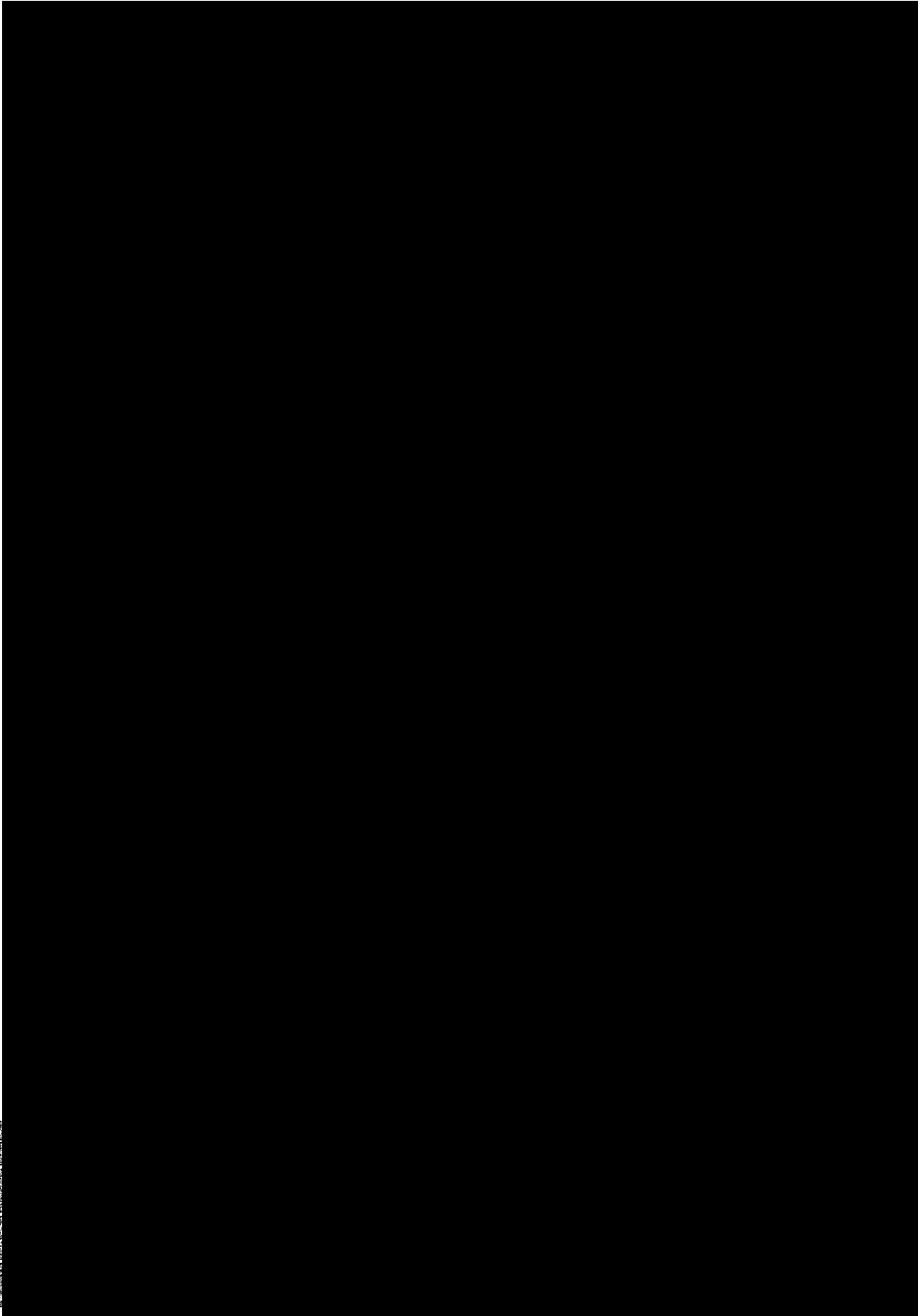
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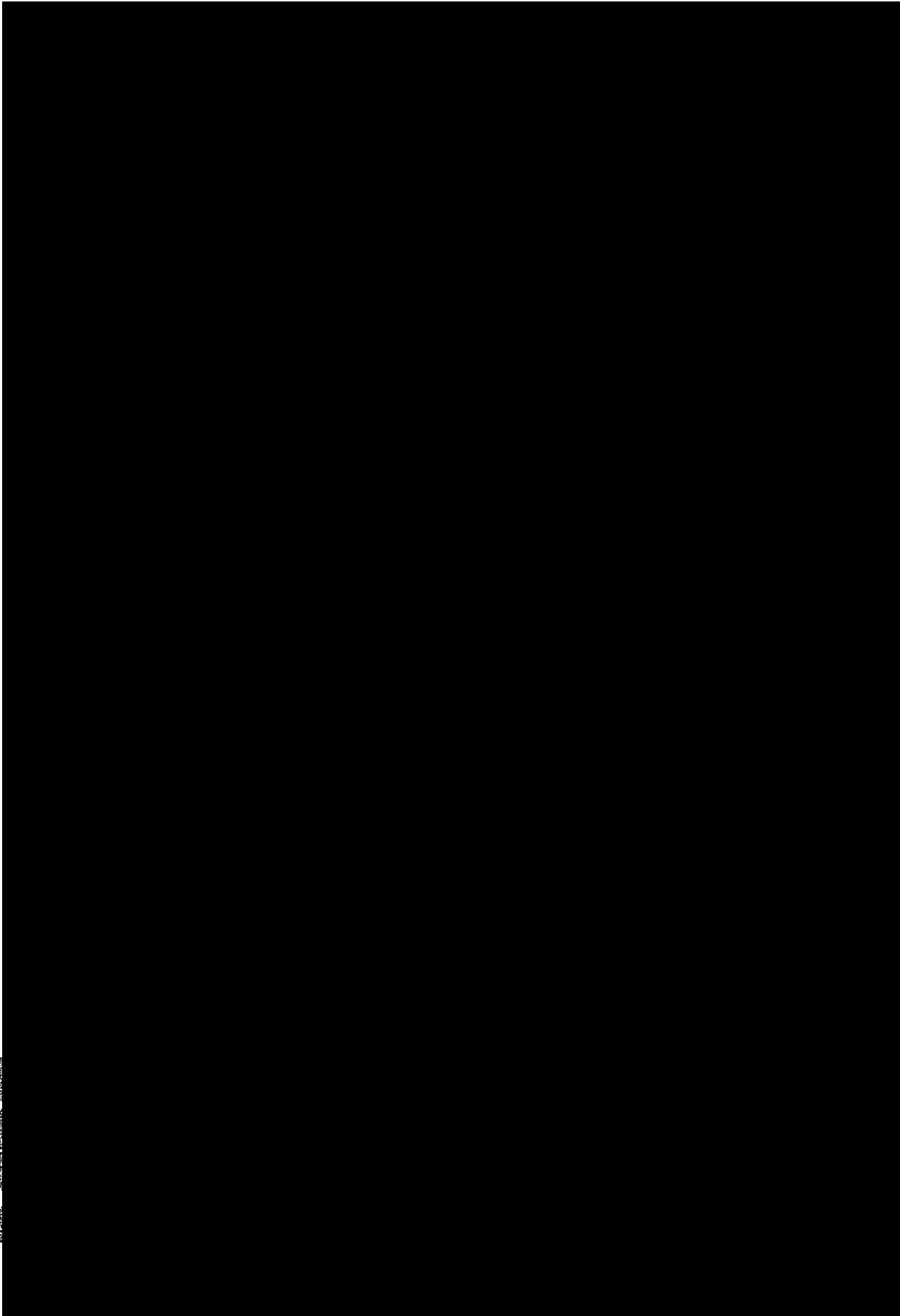
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MIRVAC

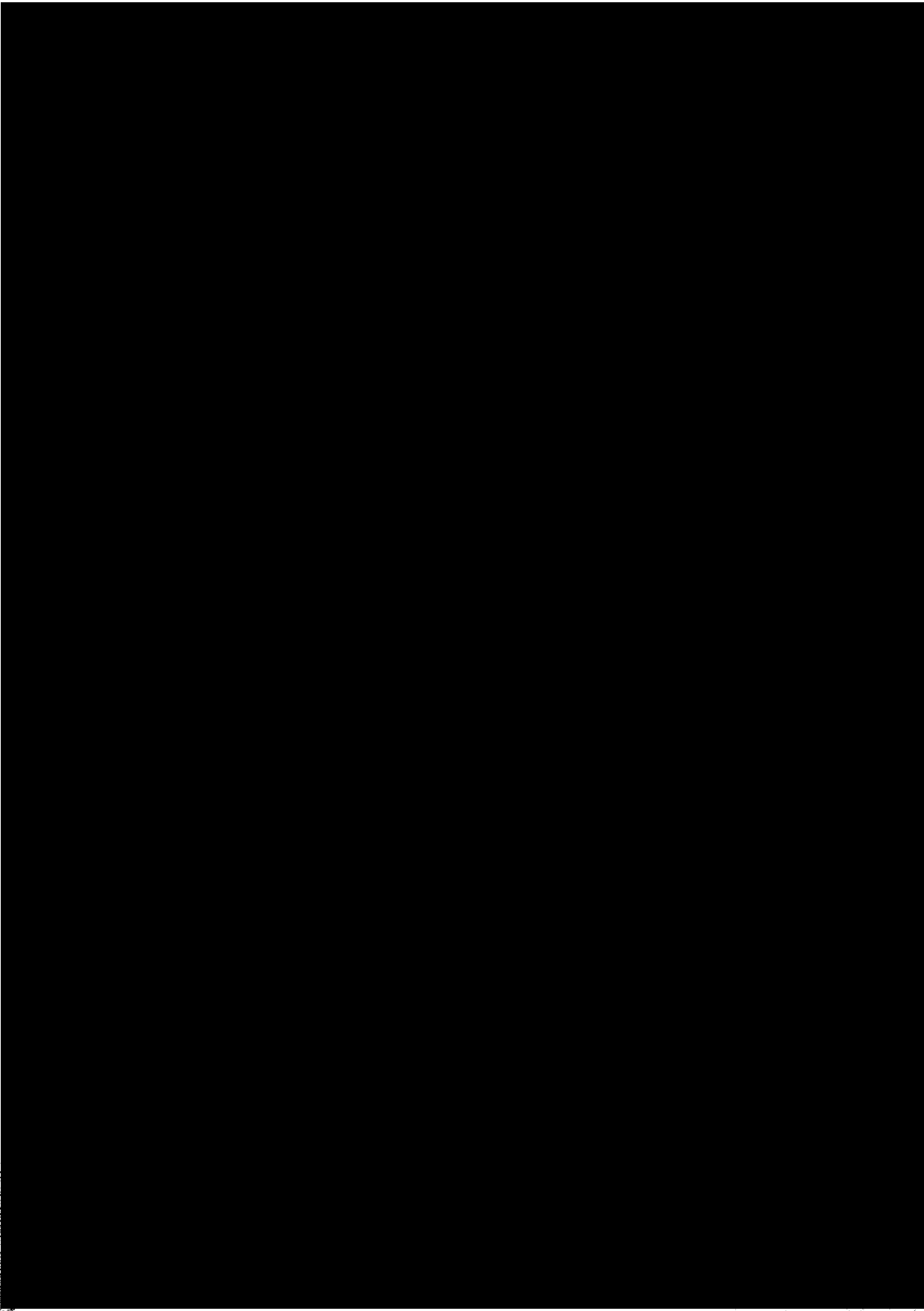


DEALING
M/VAC

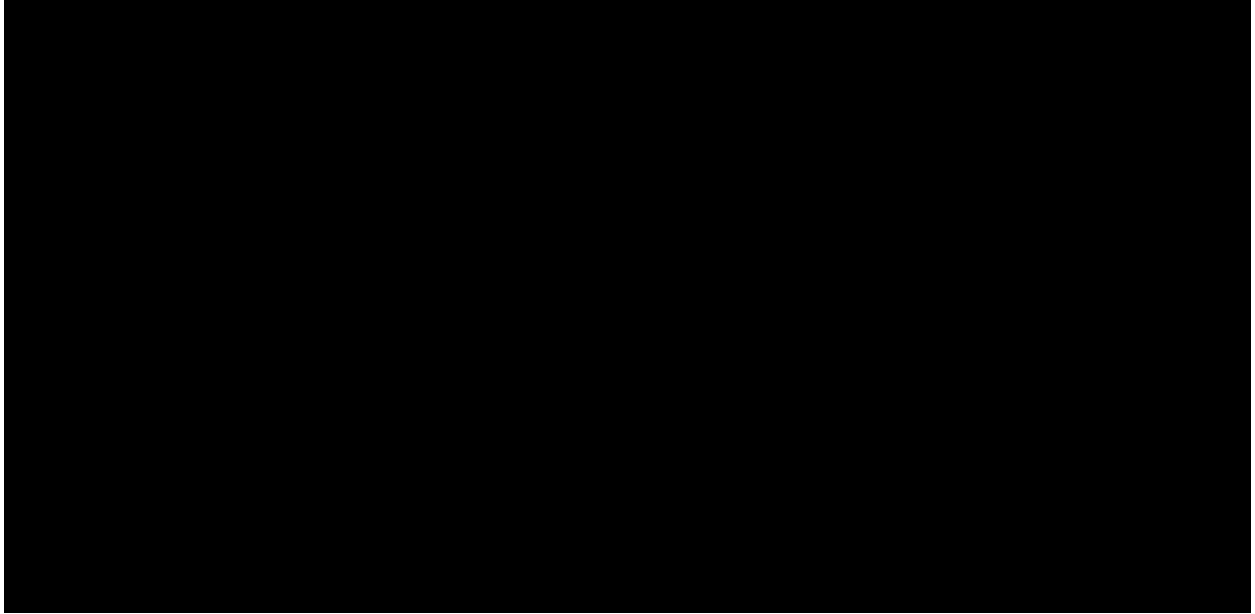
DEALING
M/VAC

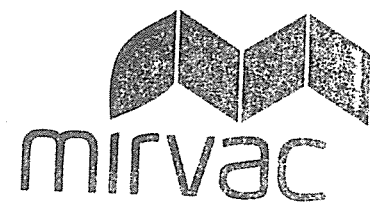


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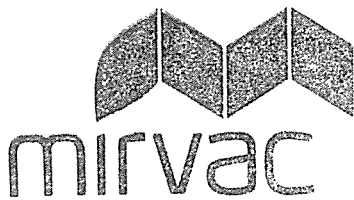
DEAL
TO
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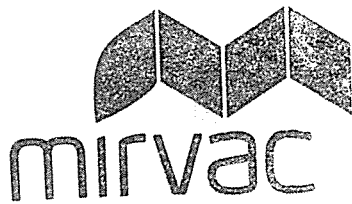
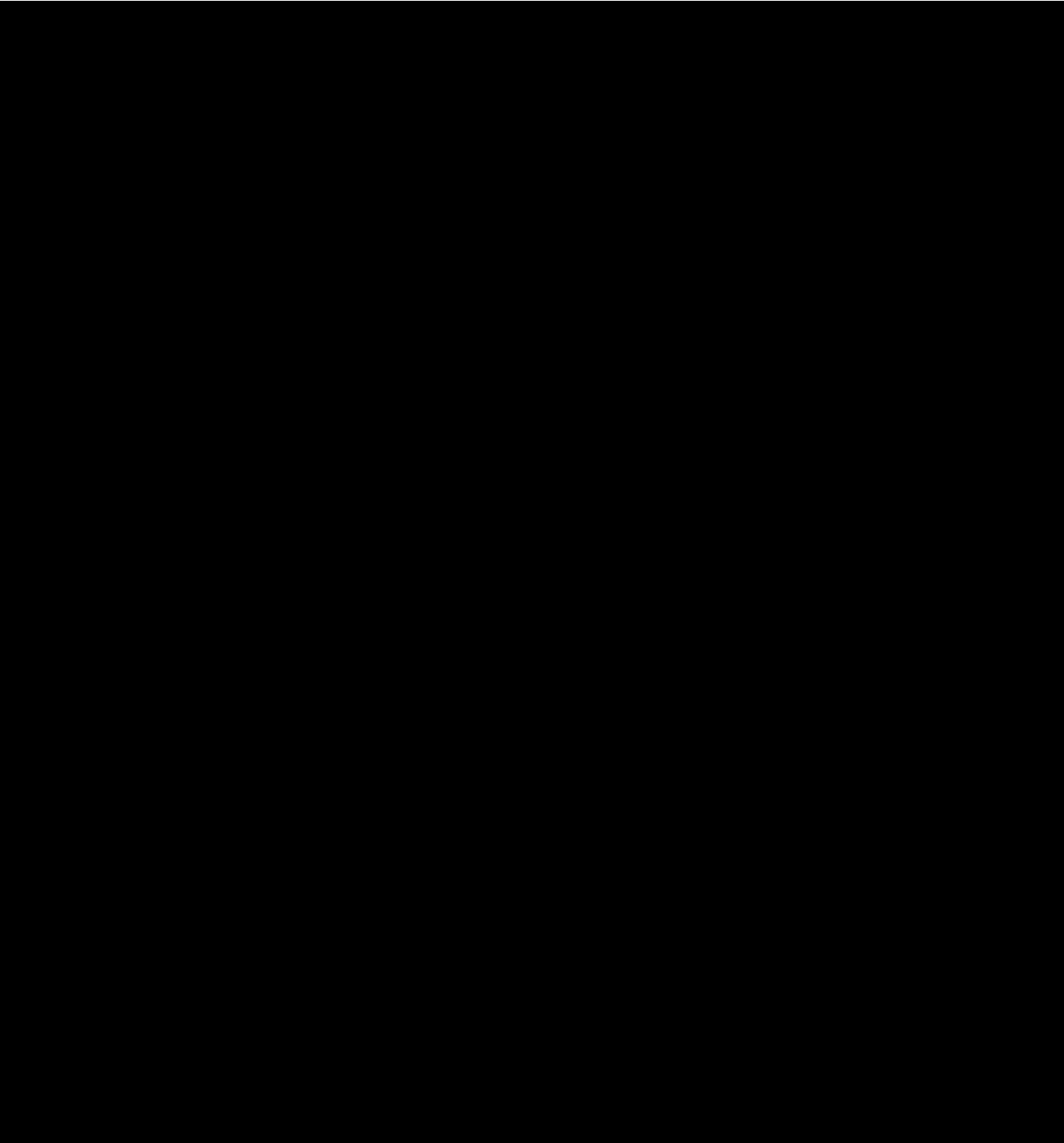


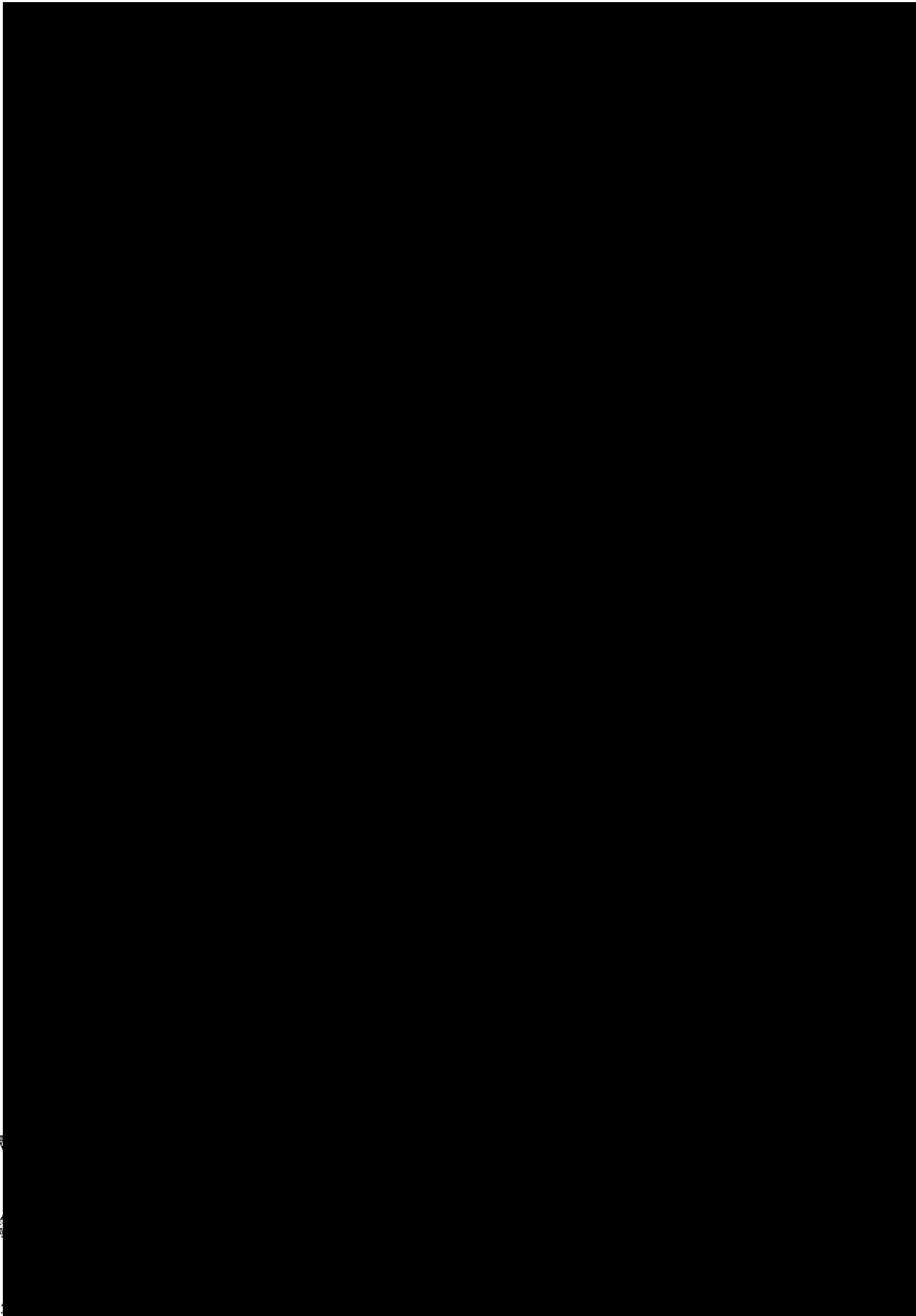


SCHEDULE E5. – FORM OF FINANCIER'S SIDE DEED

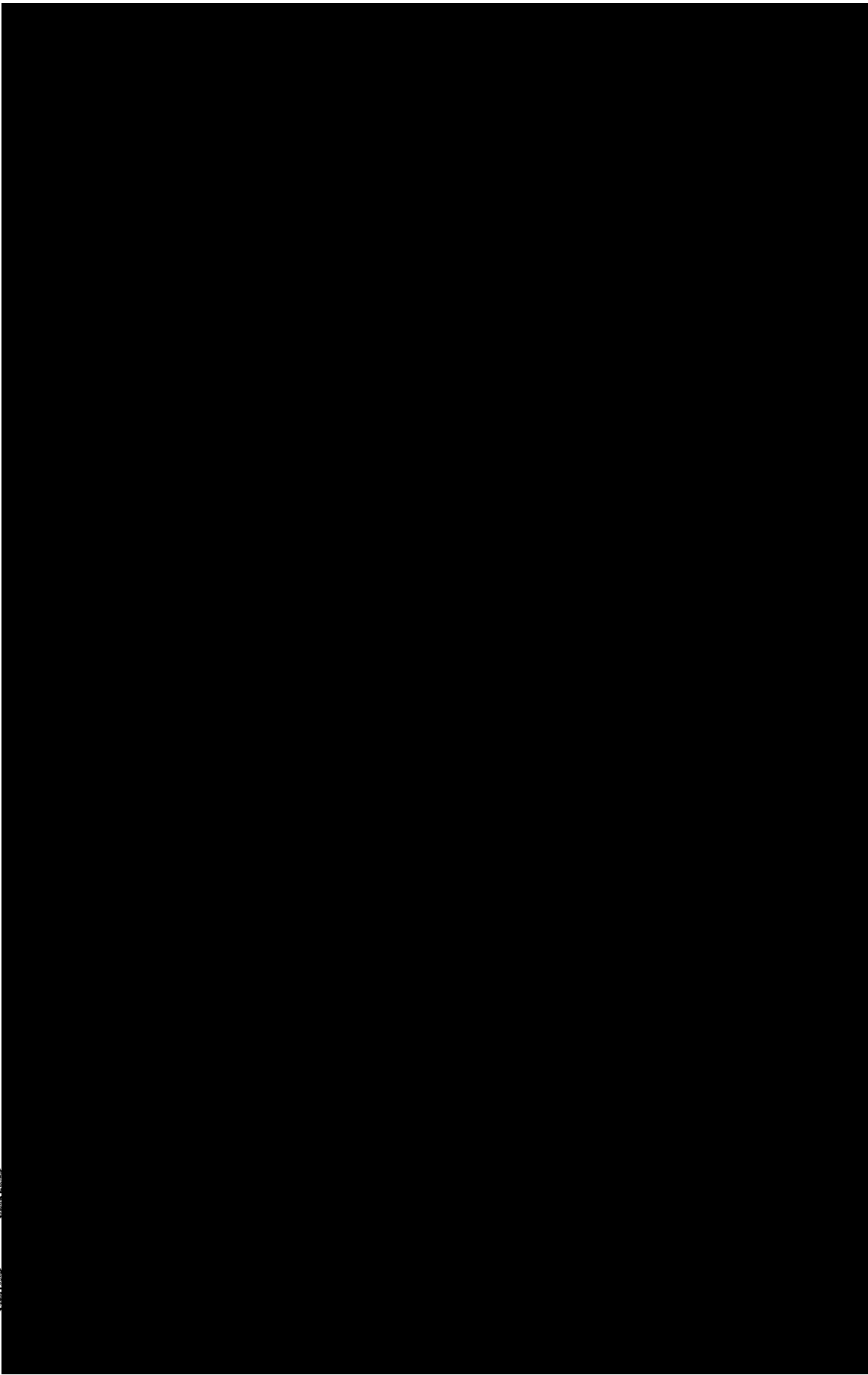
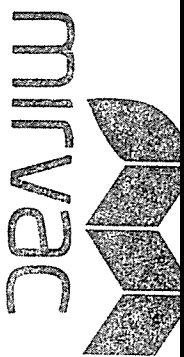
(Clause 35 and Schedule A2)

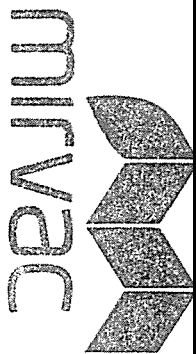
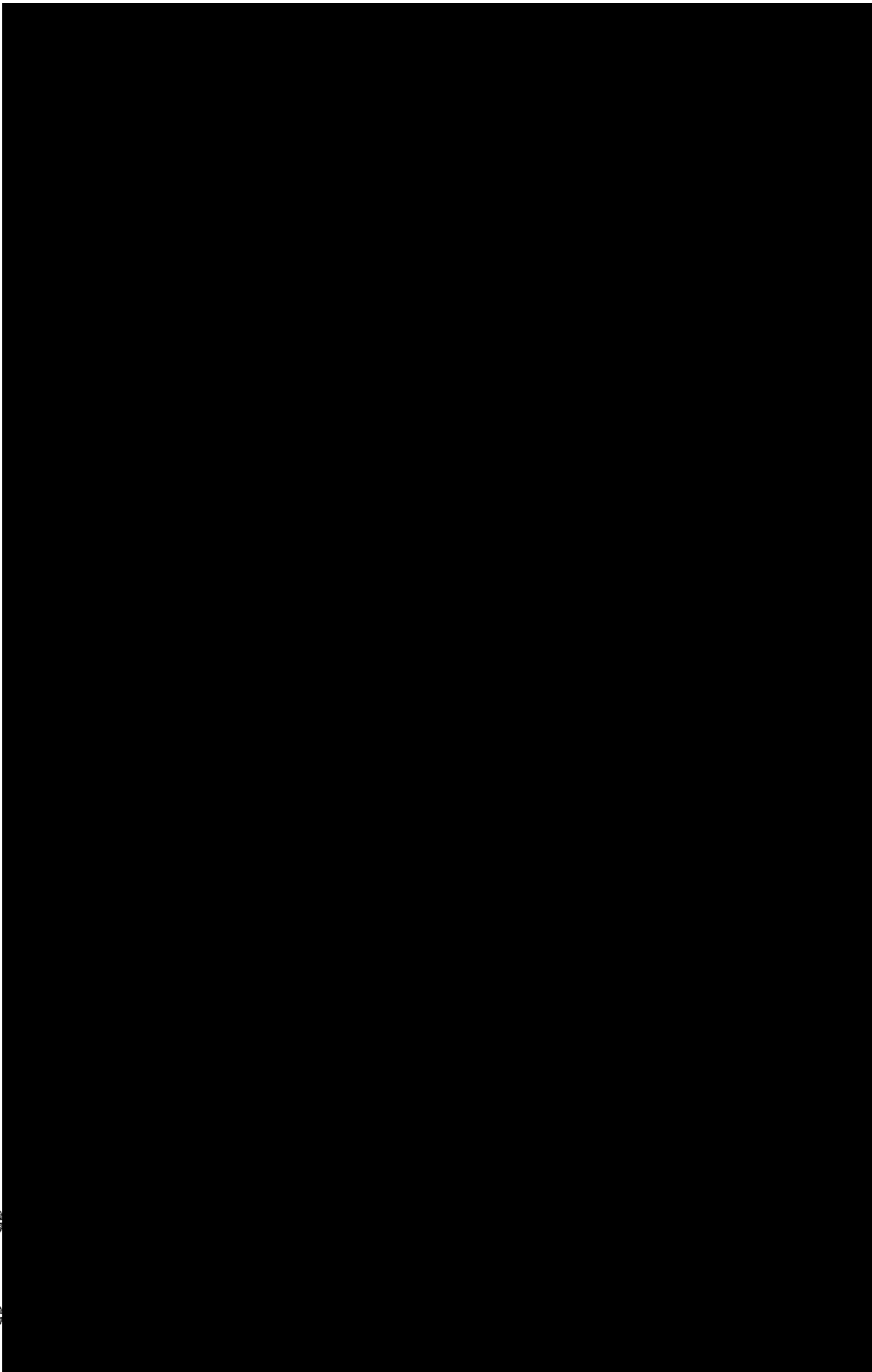




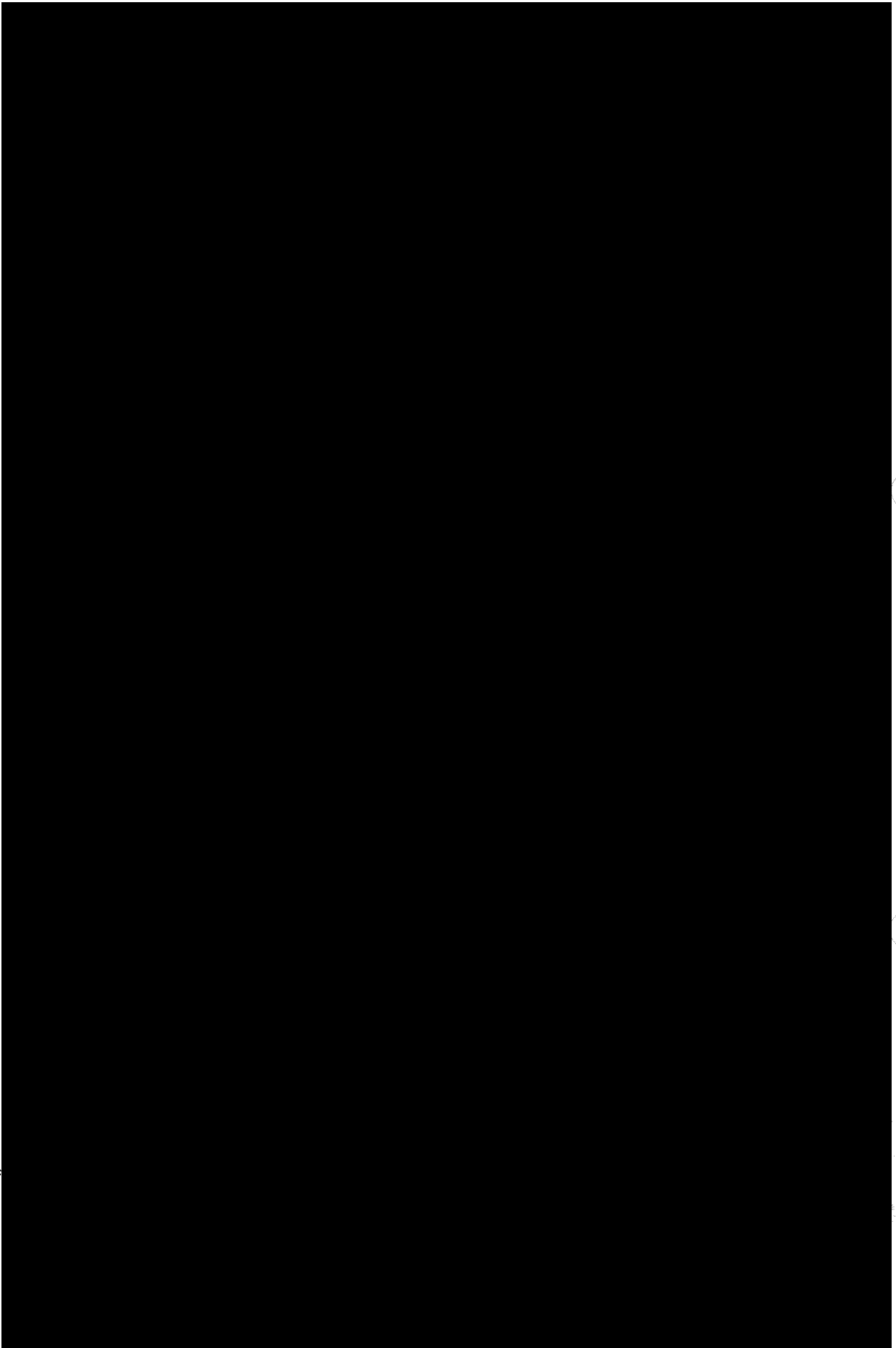
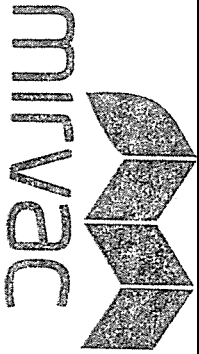


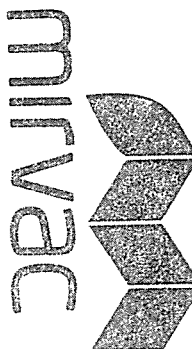
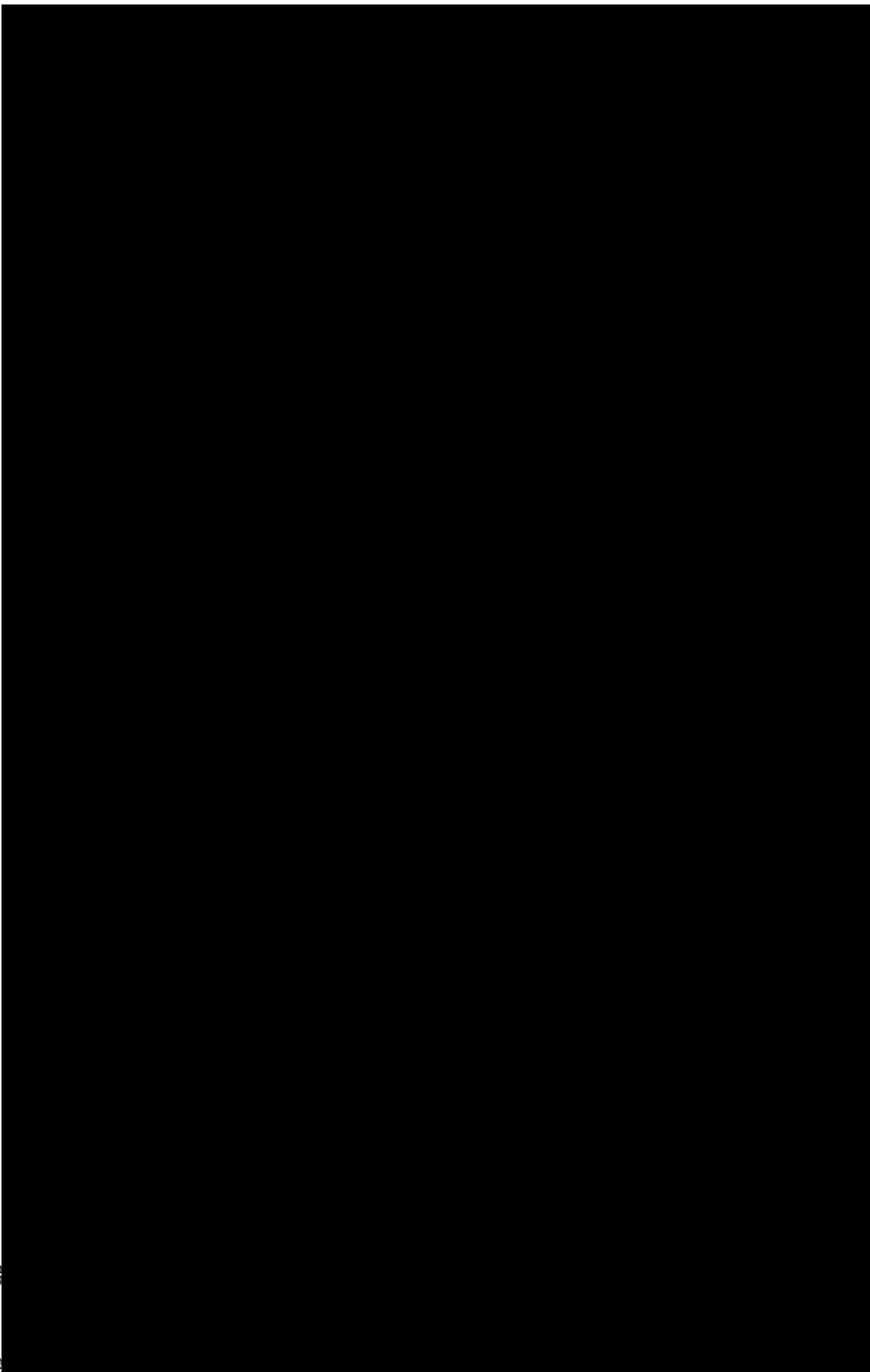
mirvac



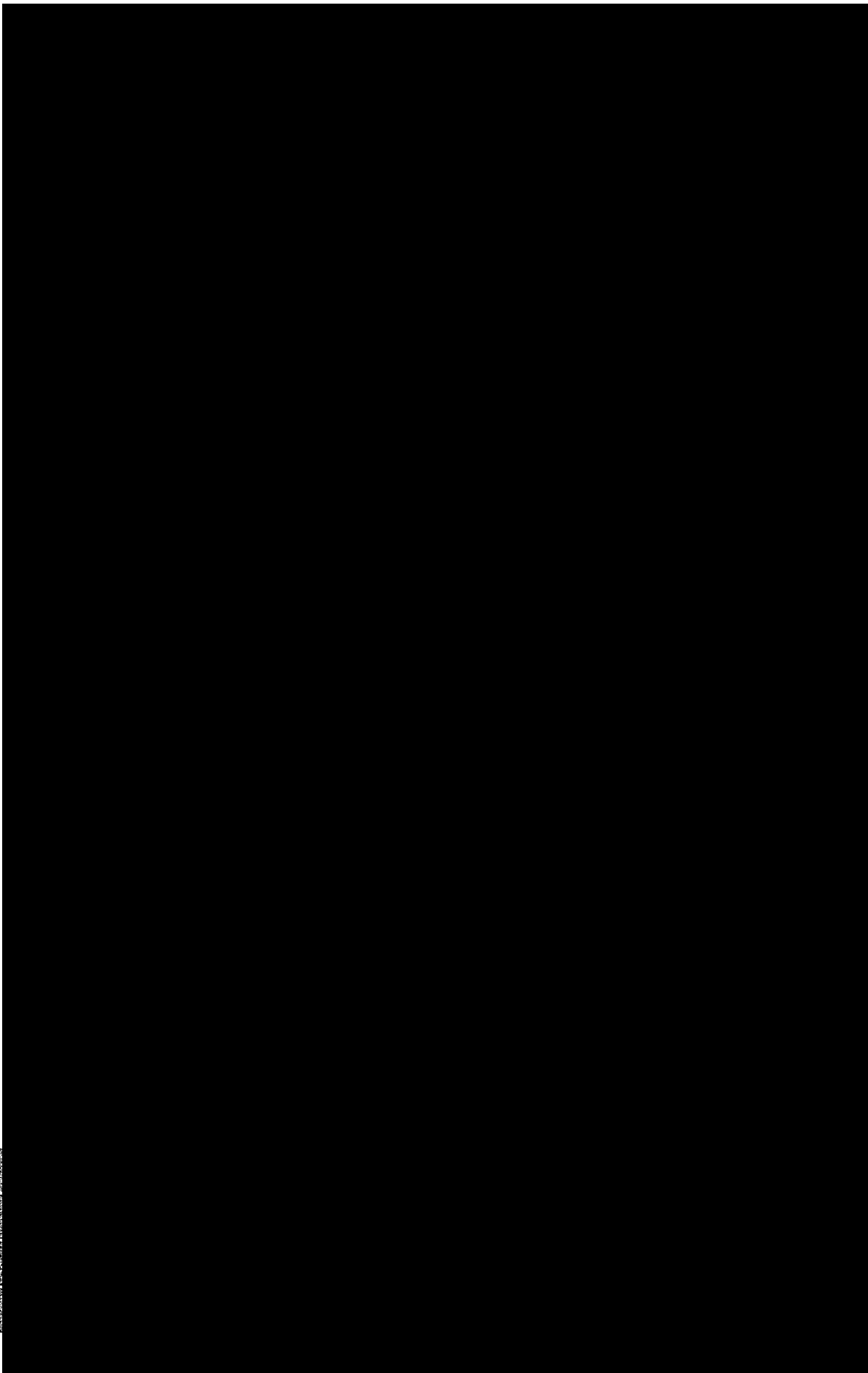


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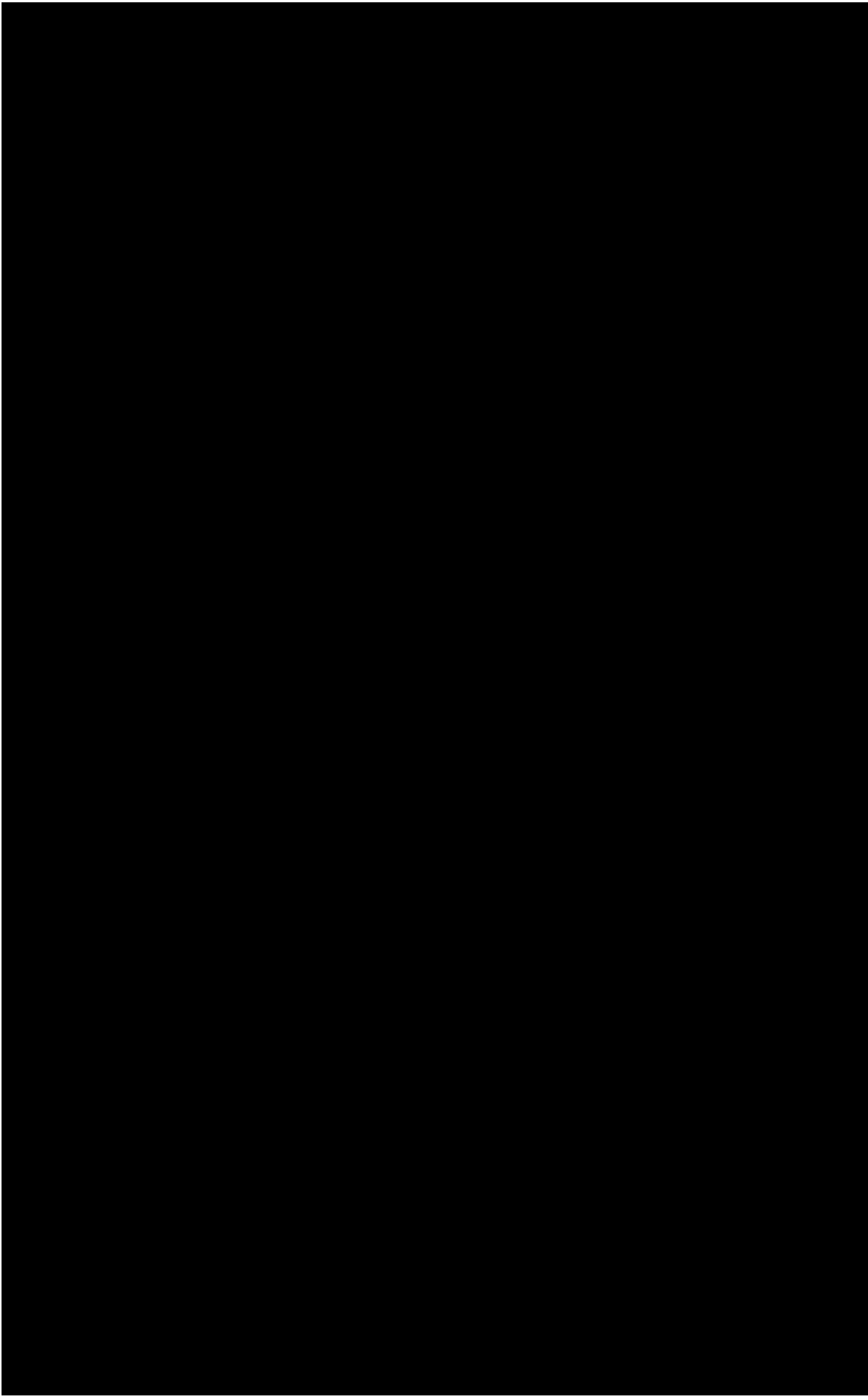
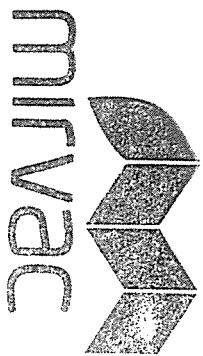




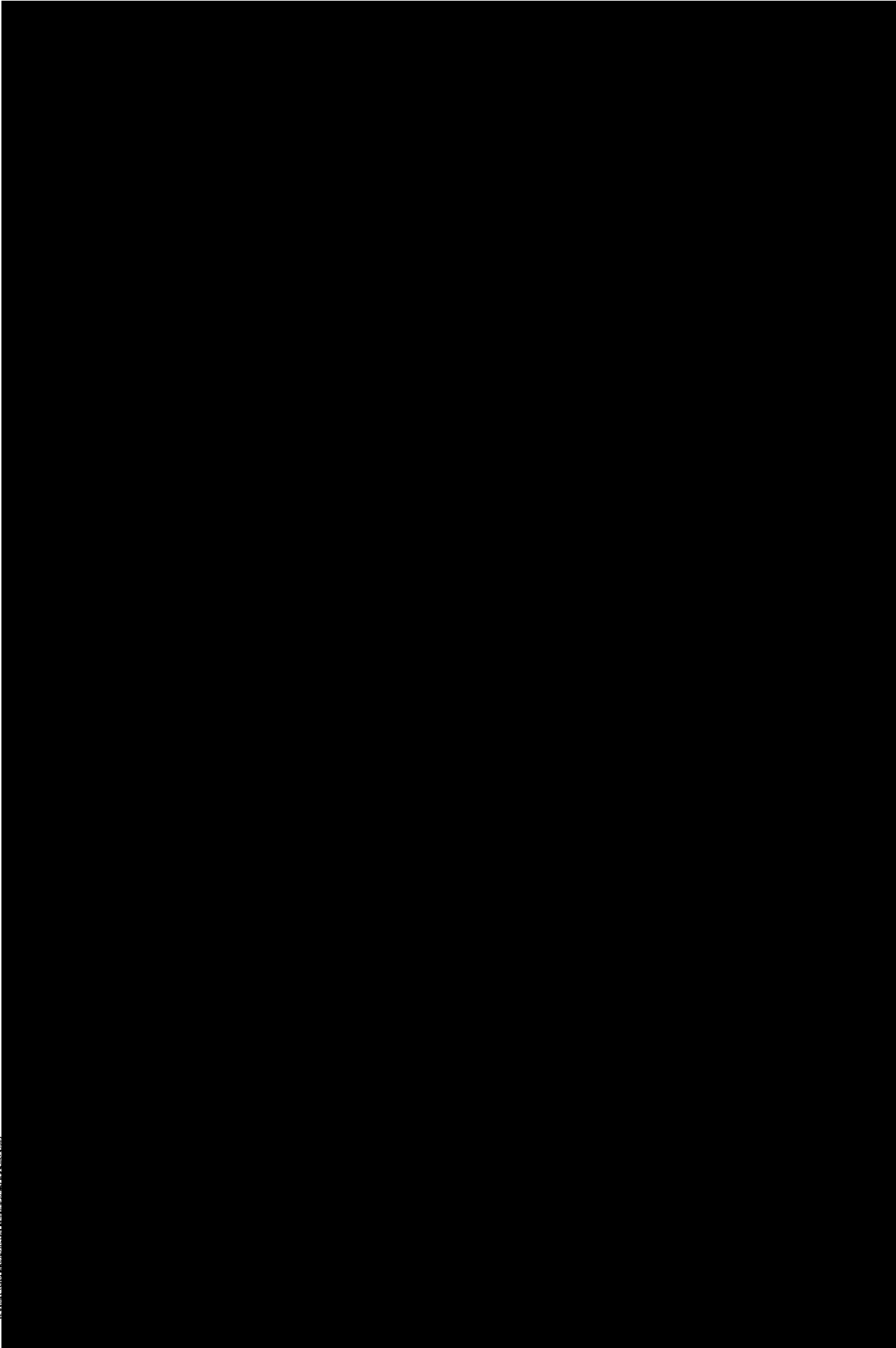
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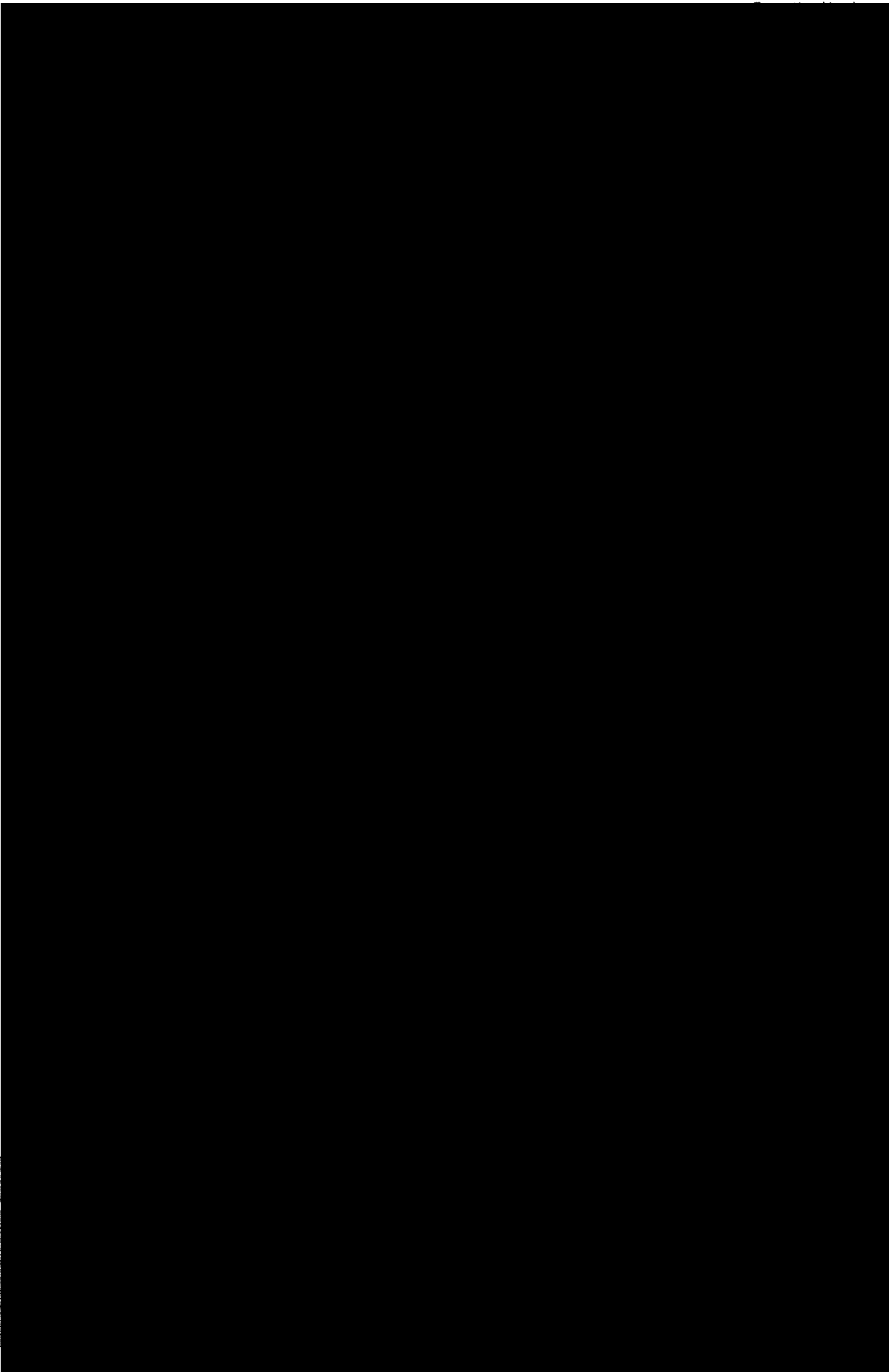


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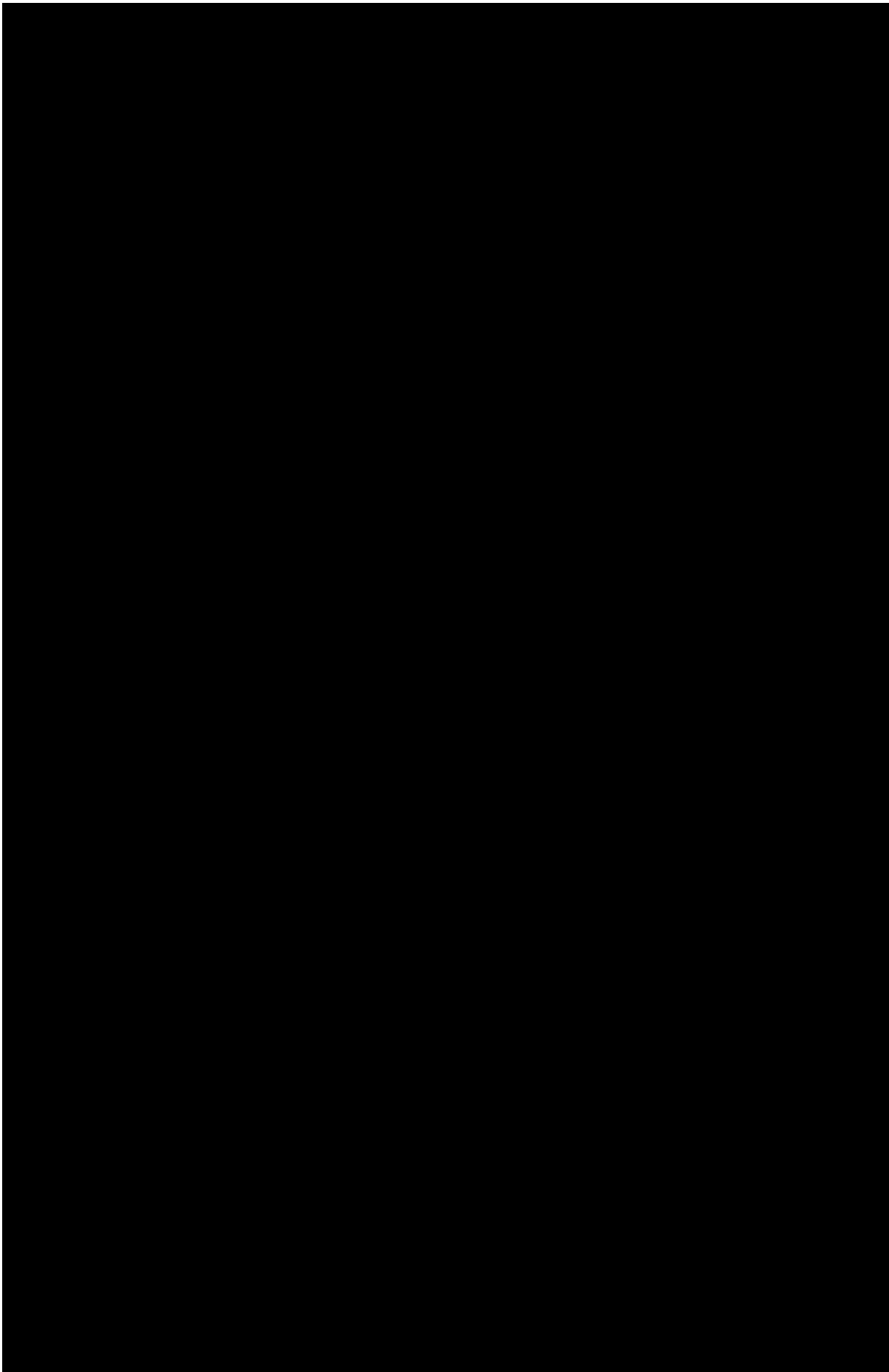


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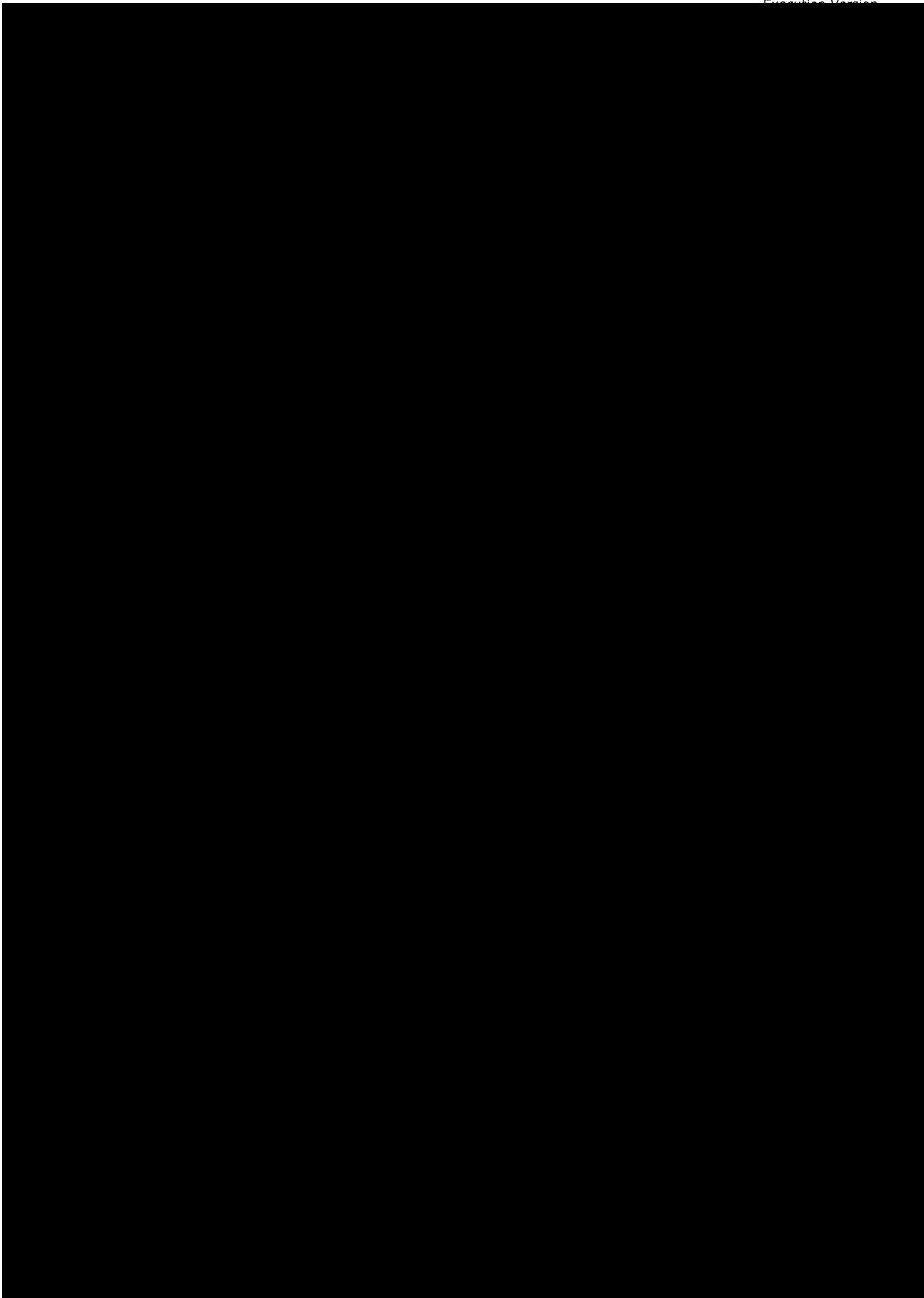


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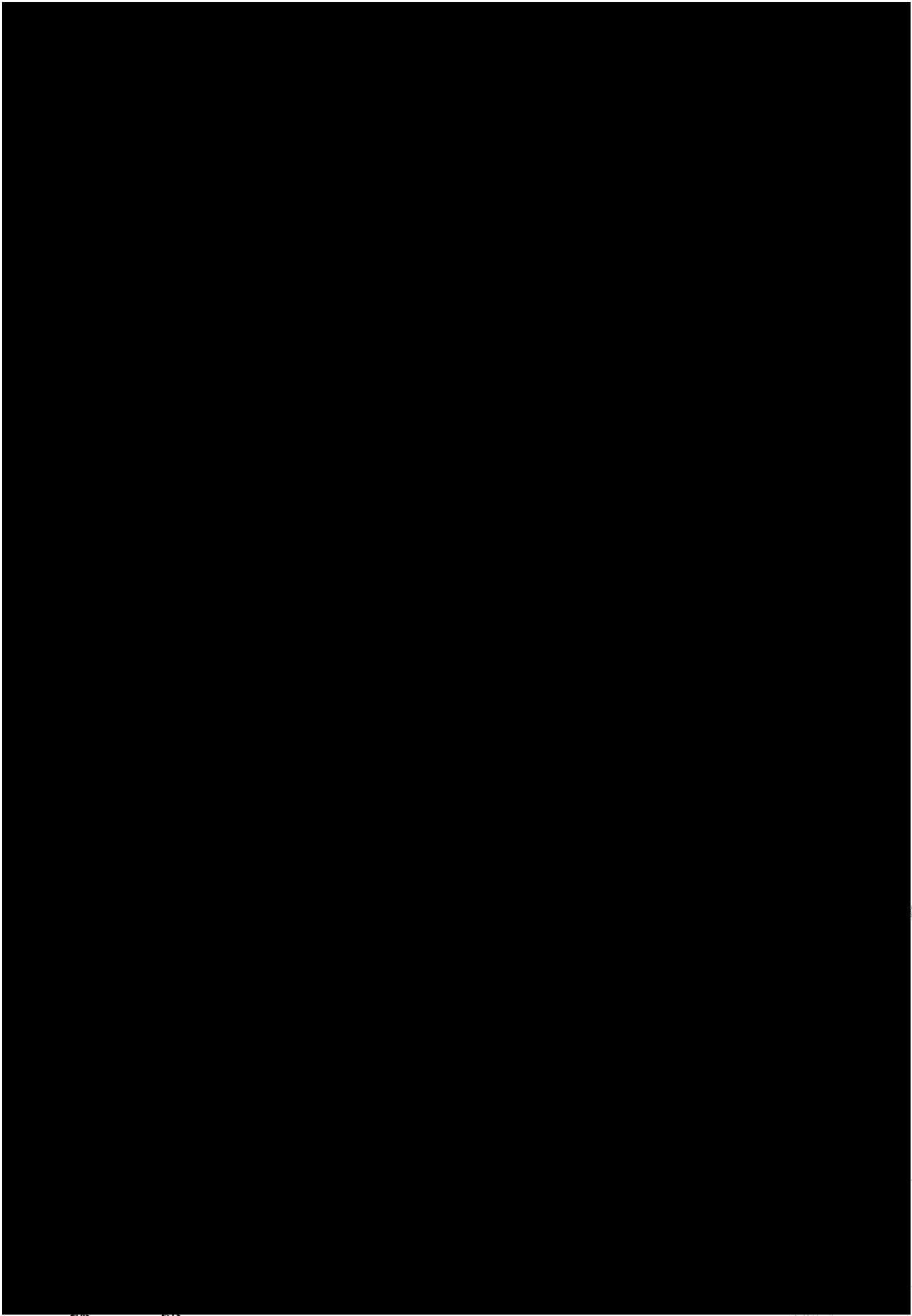
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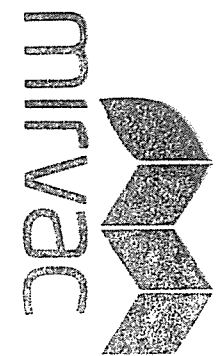


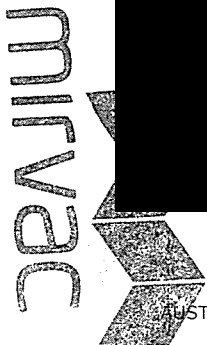
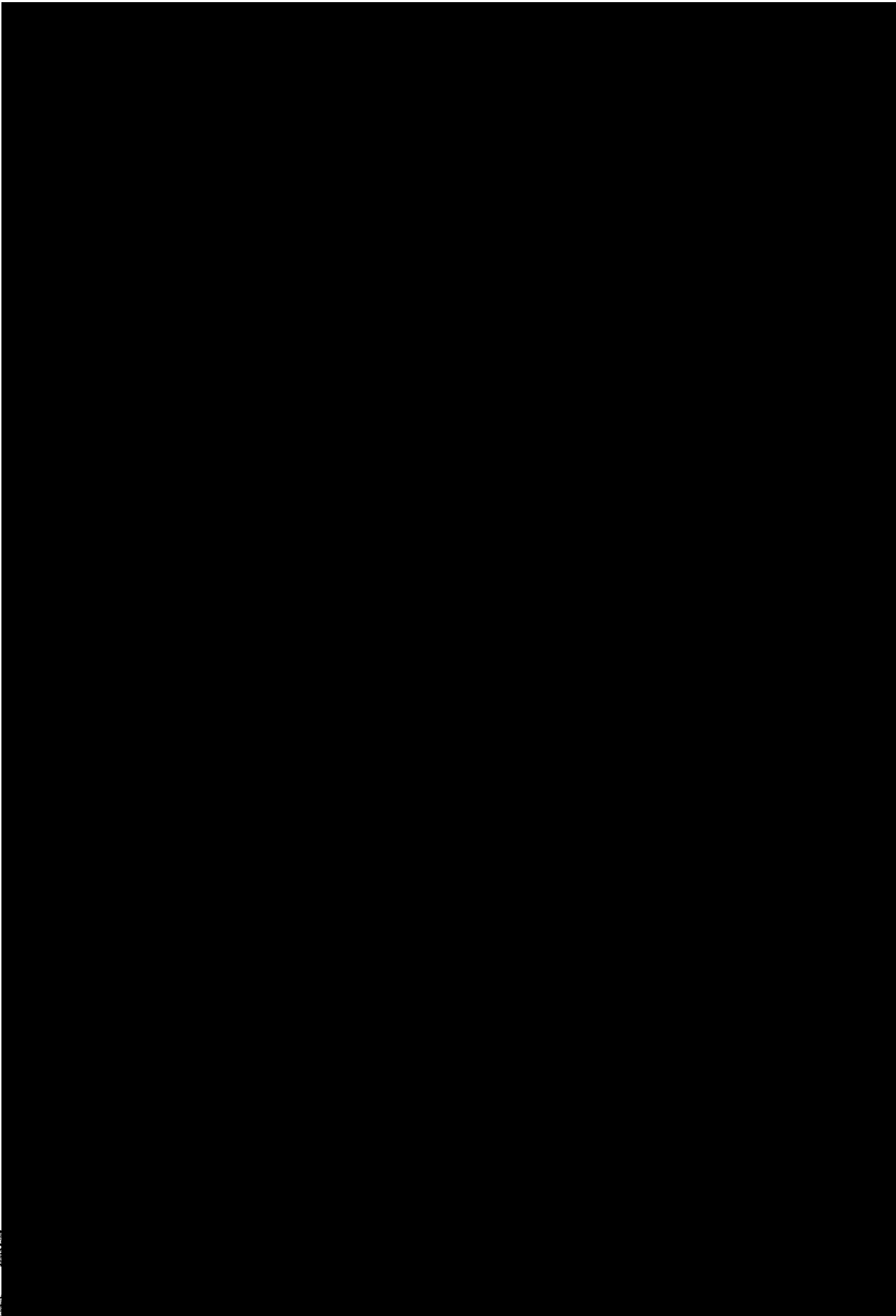


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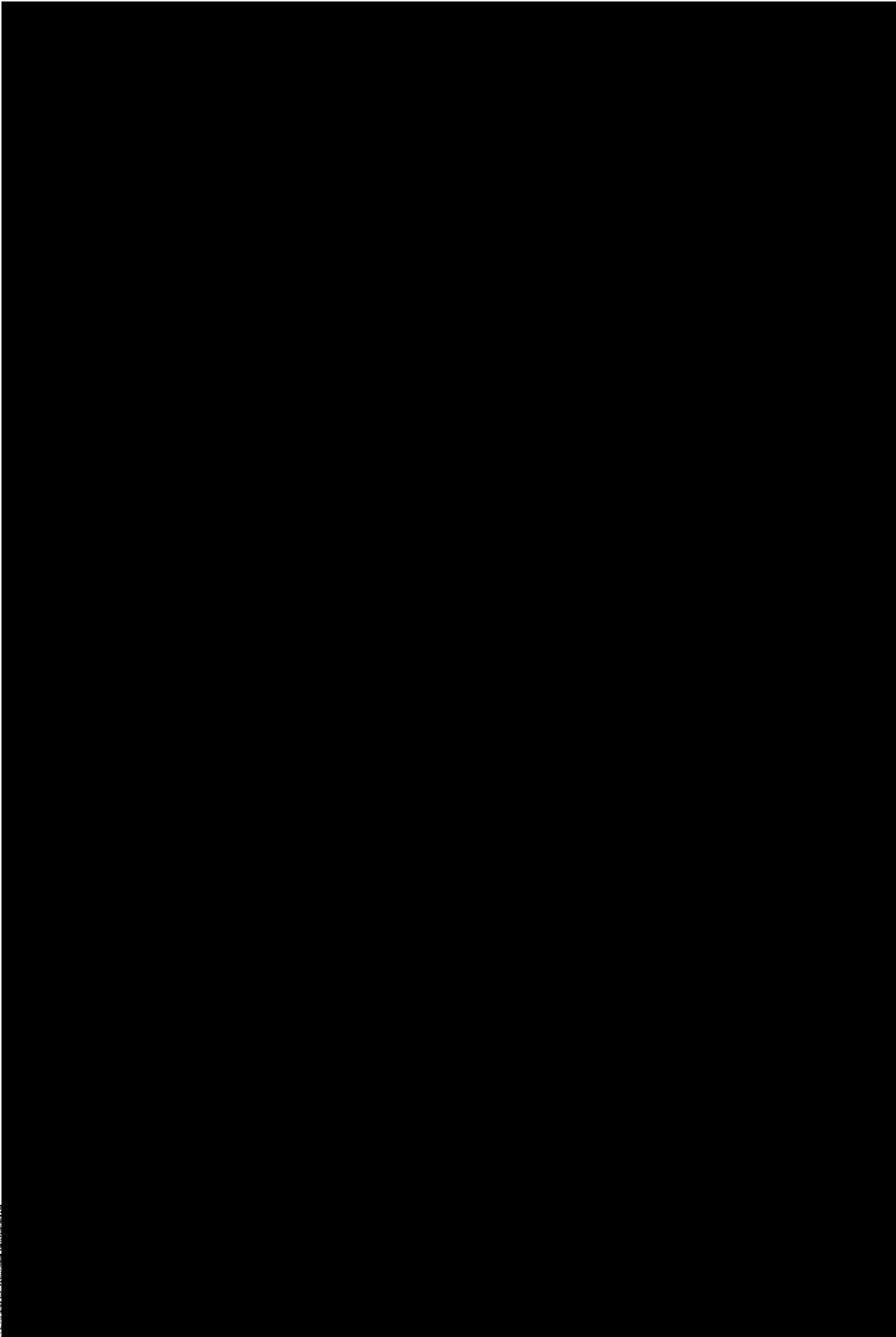
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**JOHN
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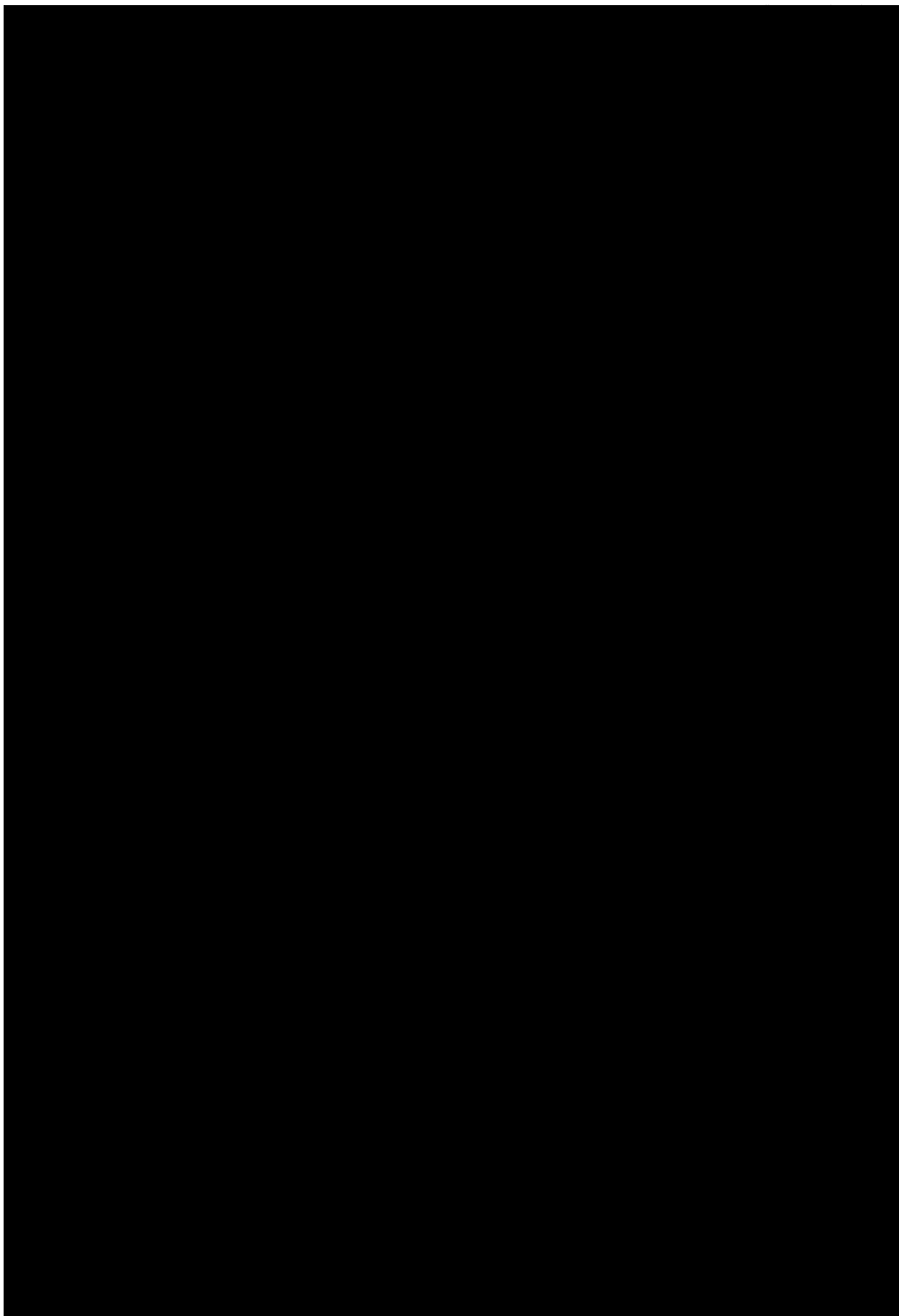


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mirvac

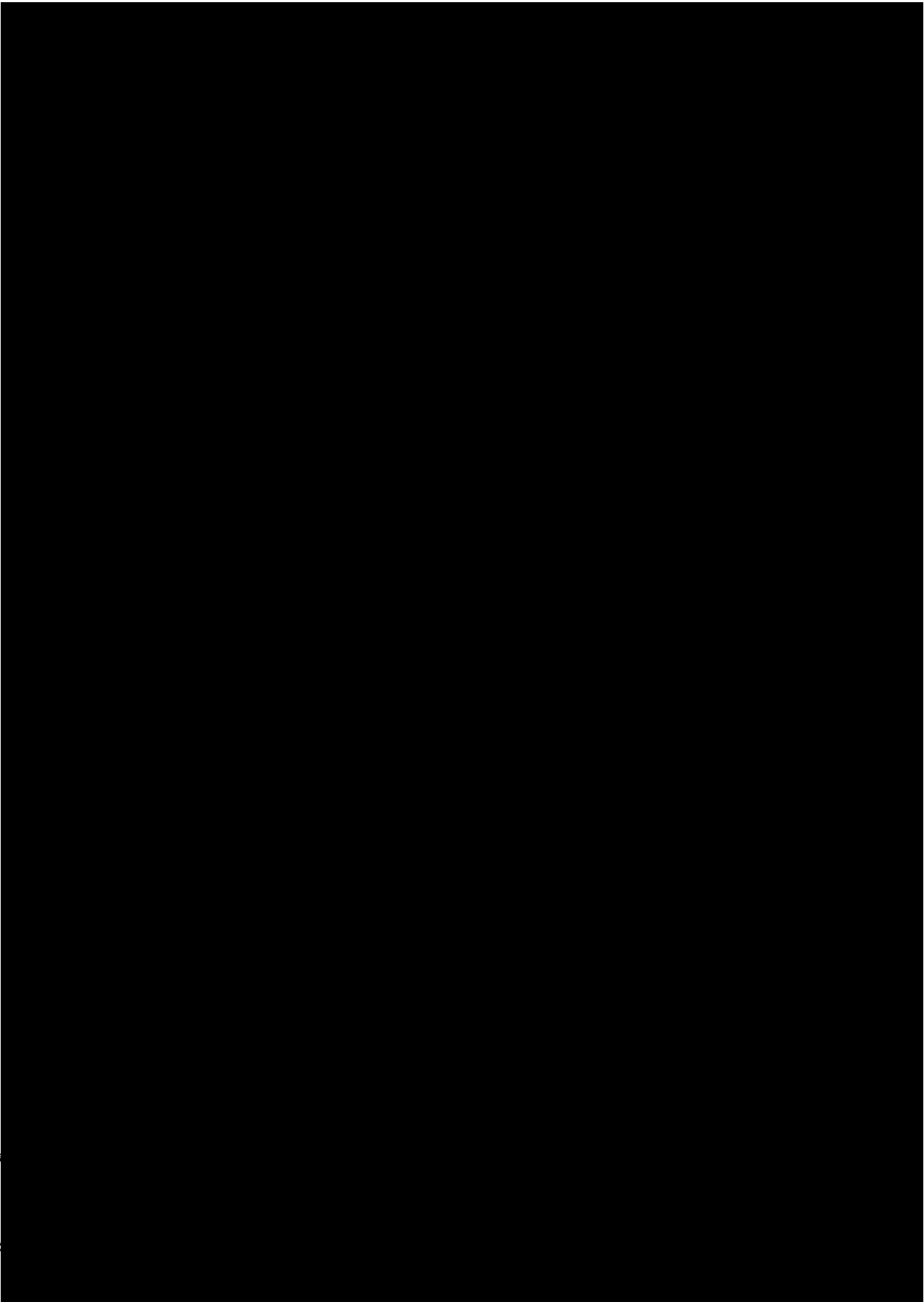
**JOHN
HOLLAND**



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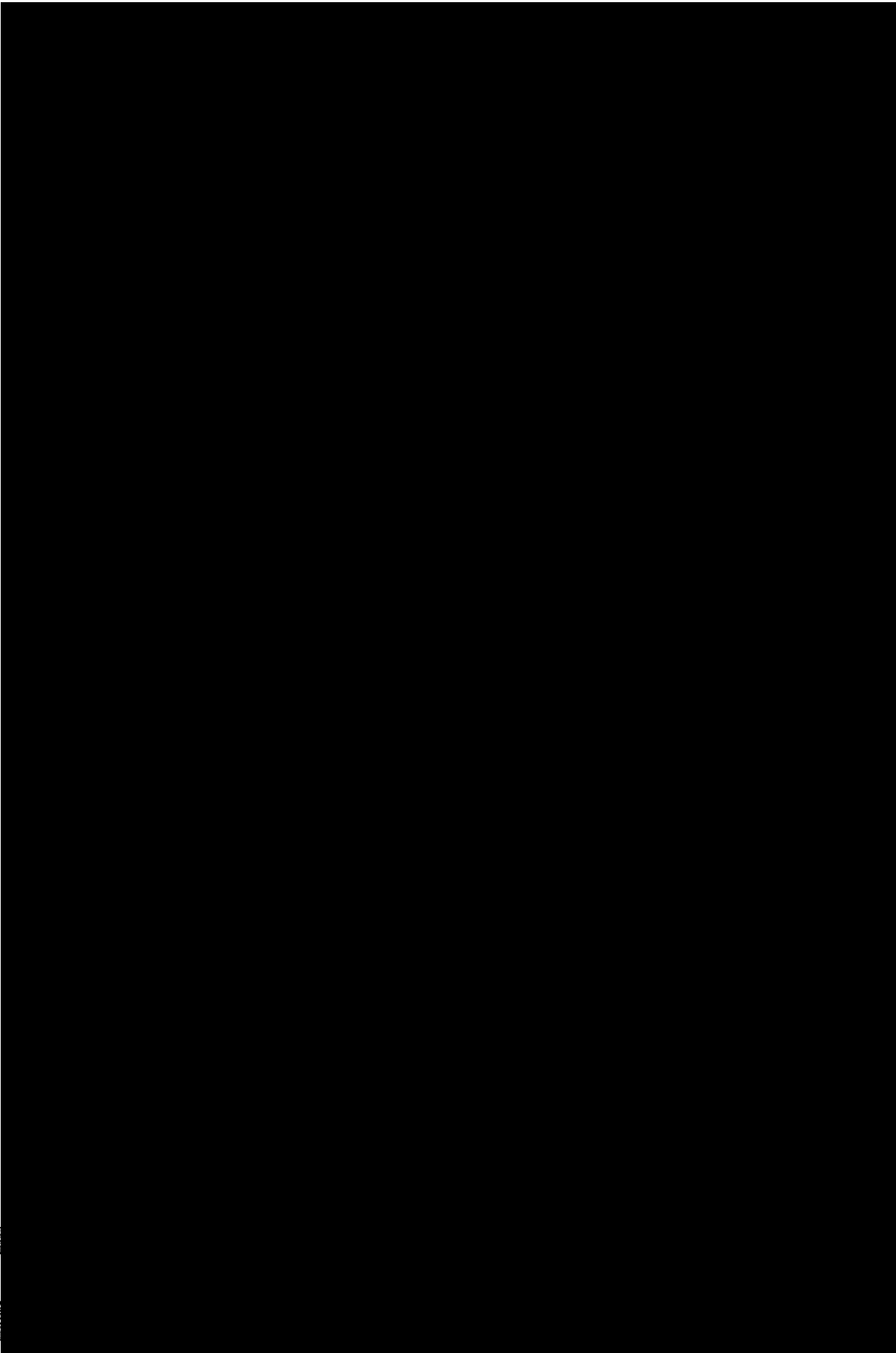
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**JOHN
HOLLAND**



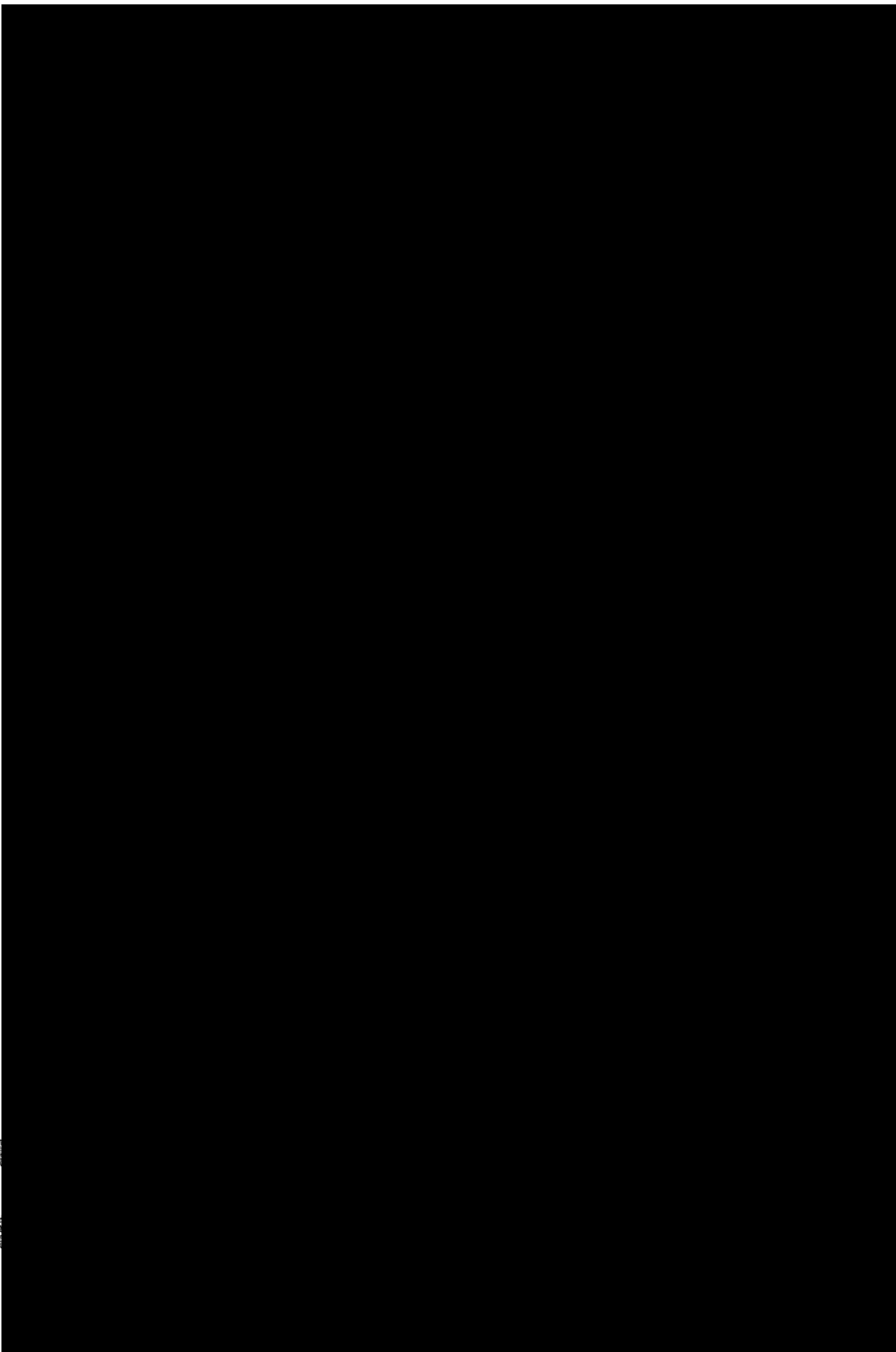
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**JOHN
HOLLAND**

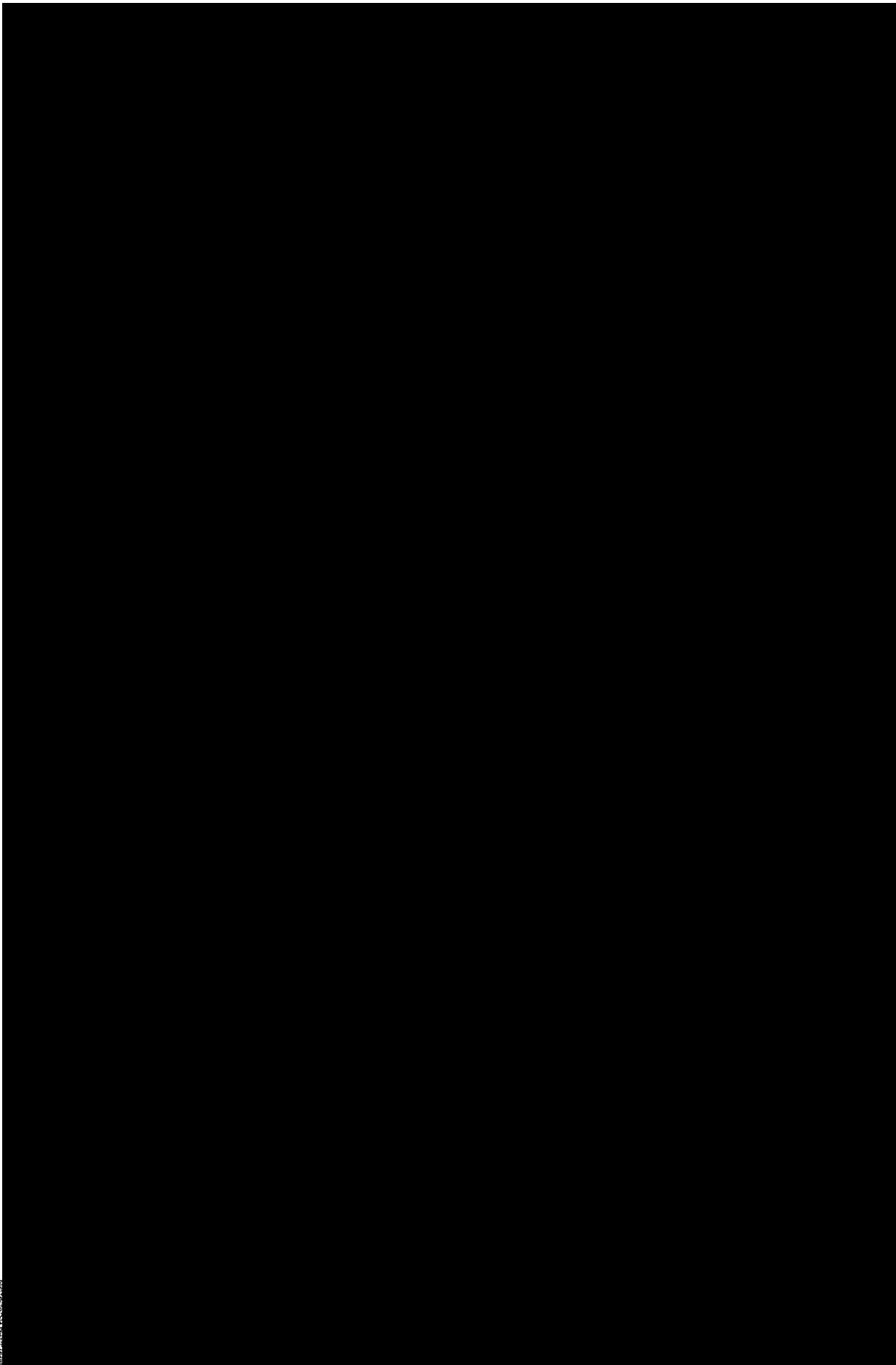


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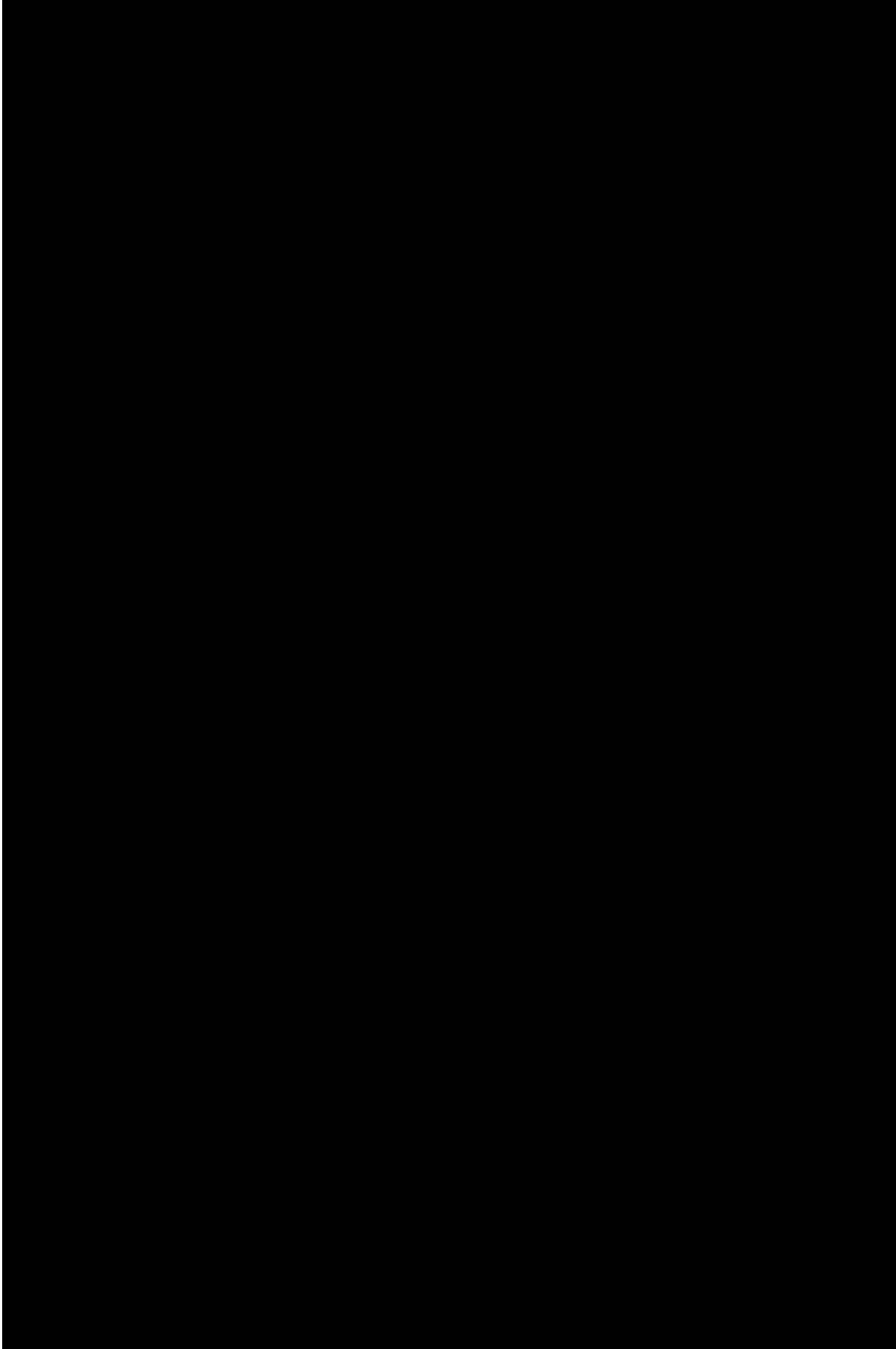


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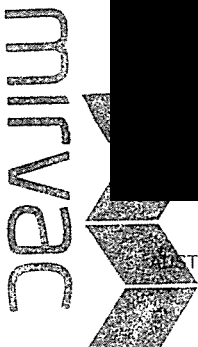
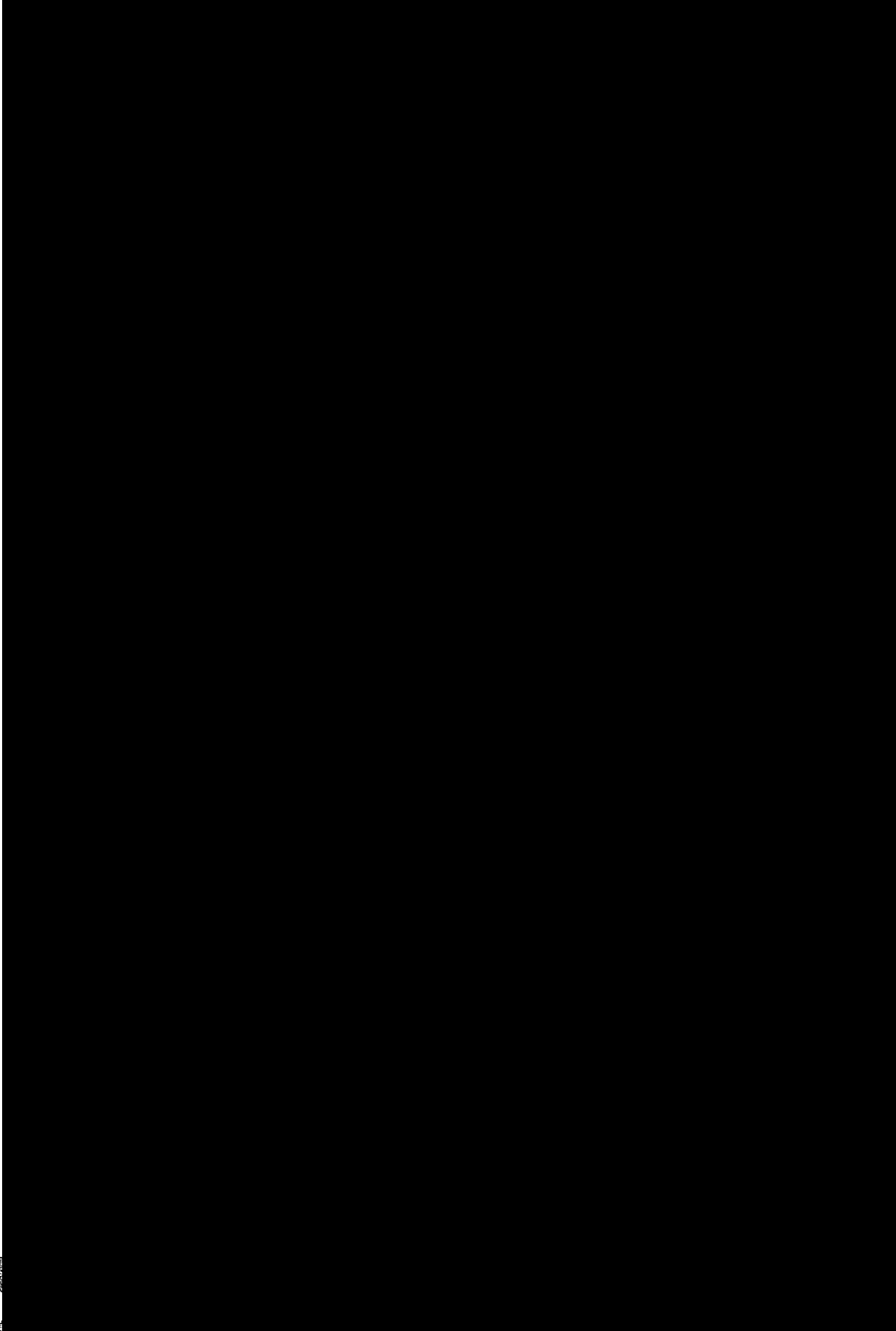
JOHN
HOLLAND



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HOLLAND**



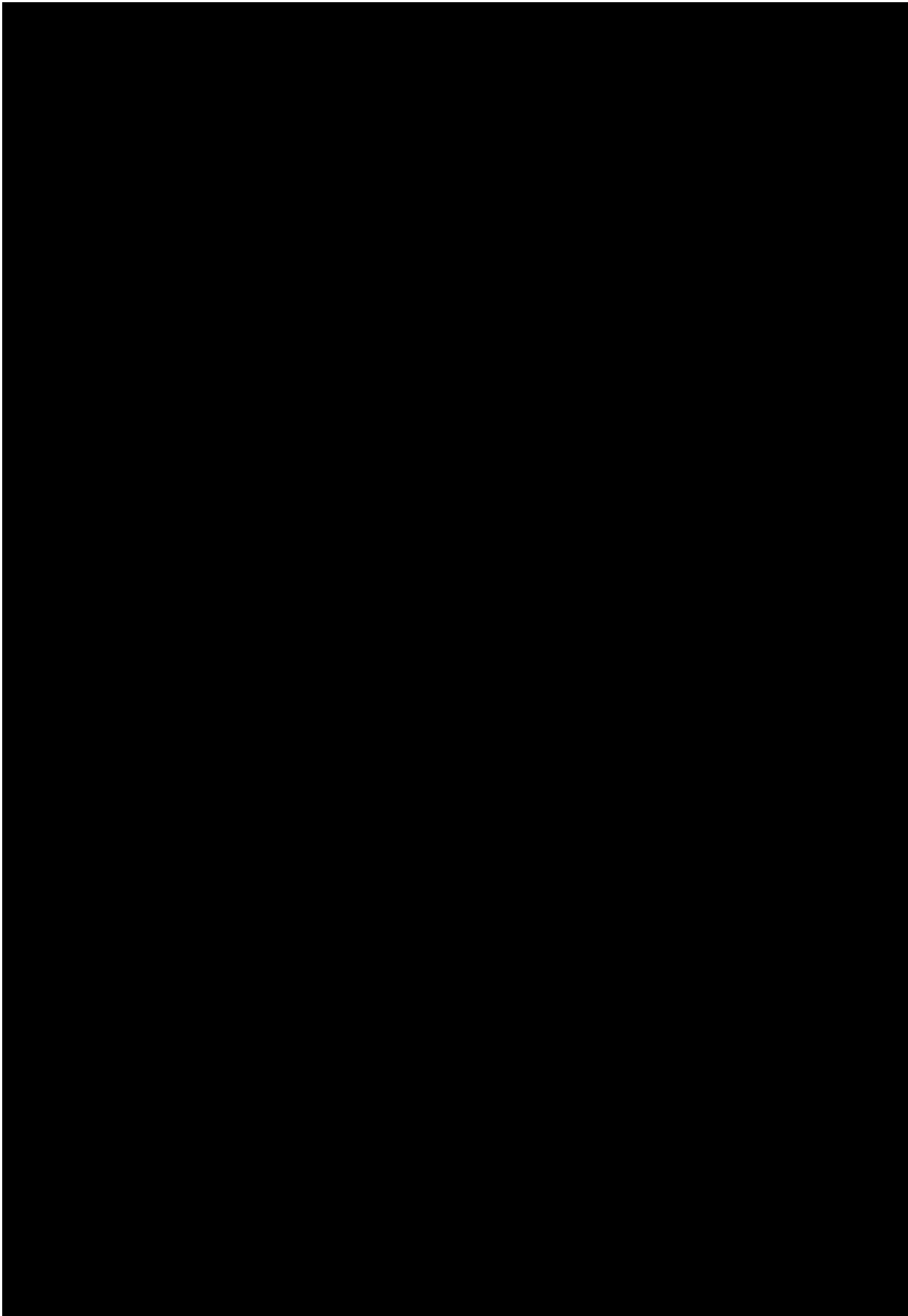
**JOHN
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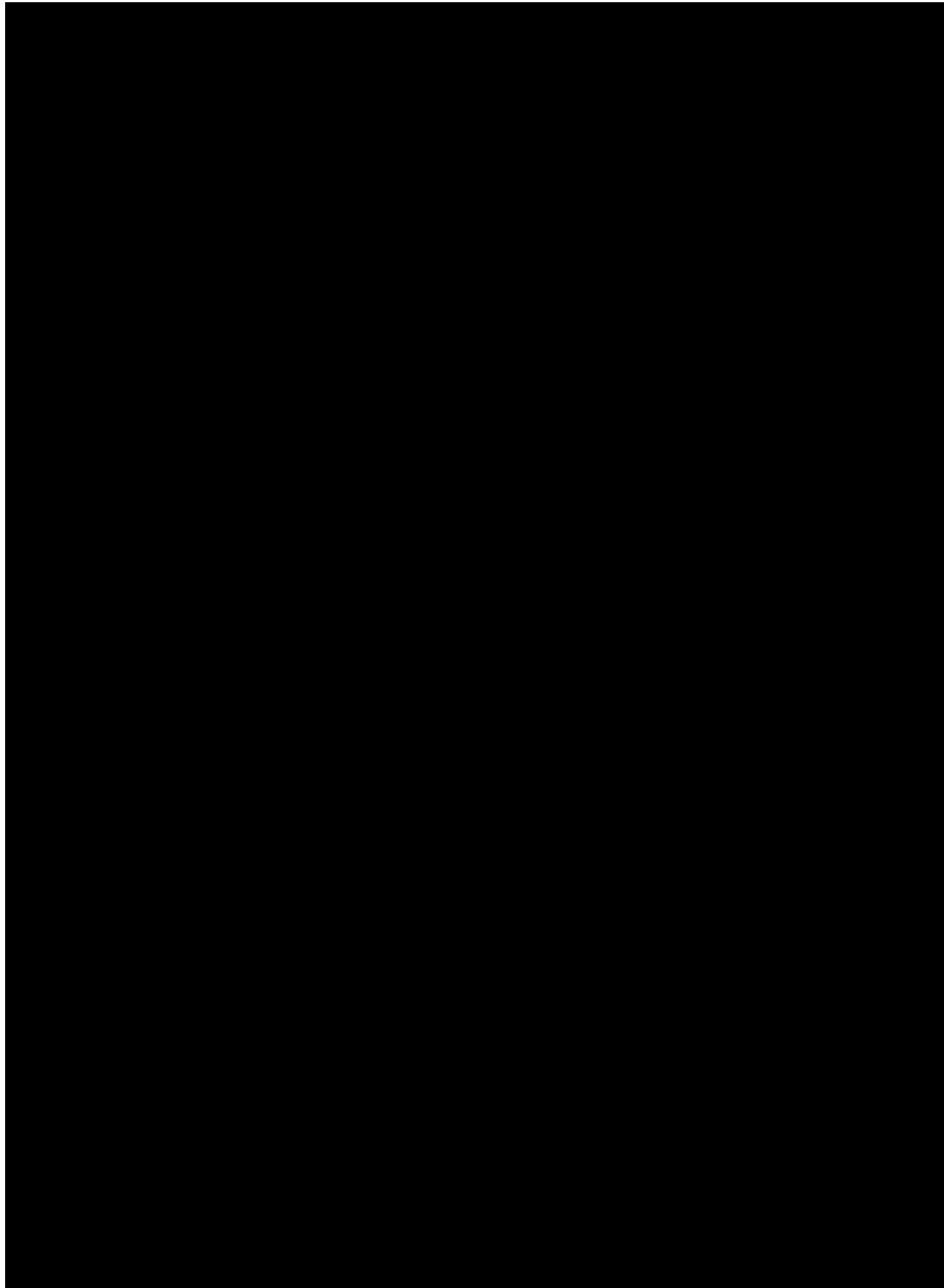
AUSTRALIA\KFLAN\658597888.02

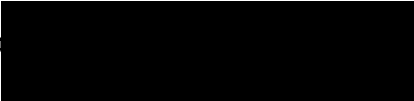
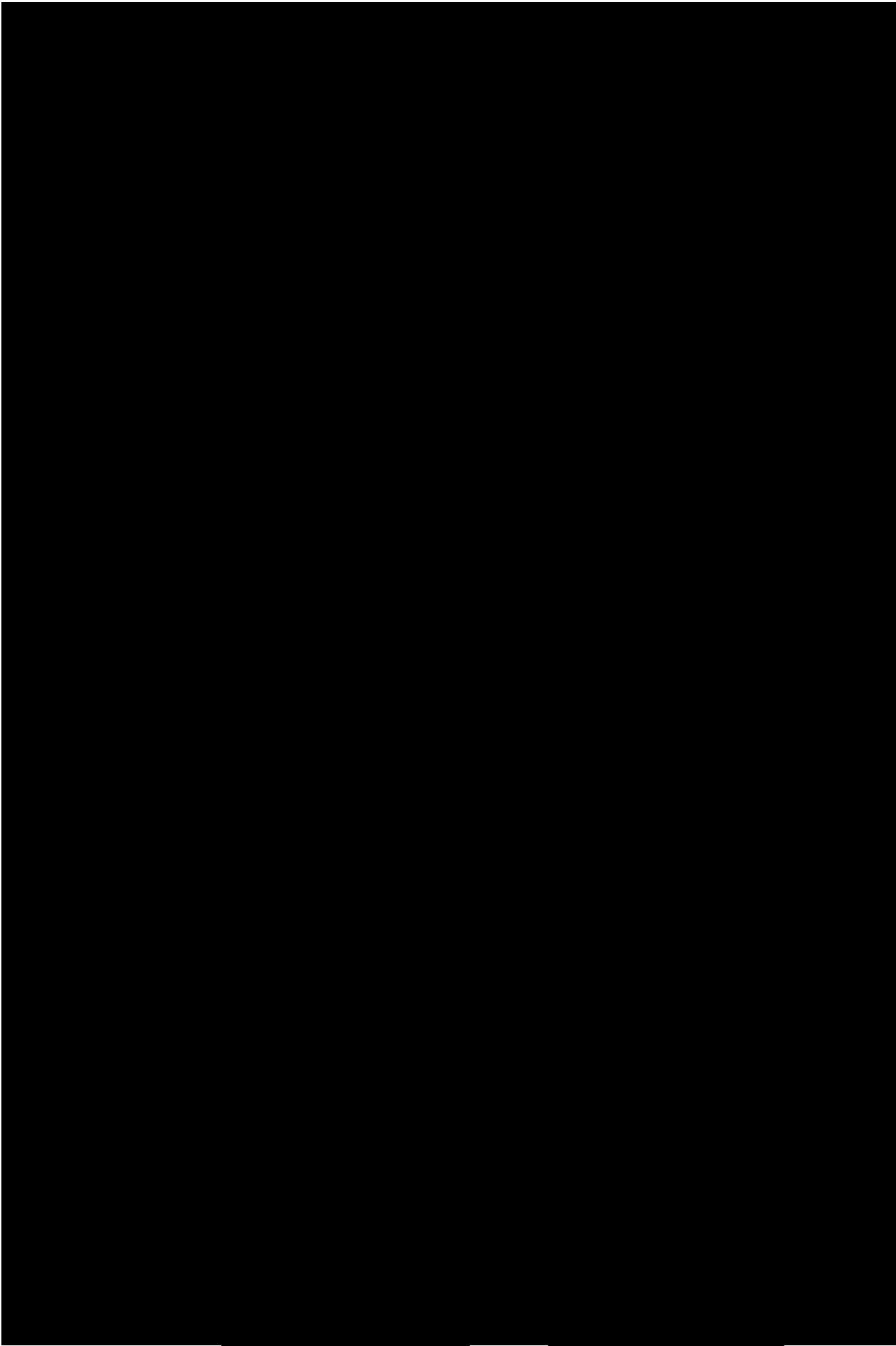


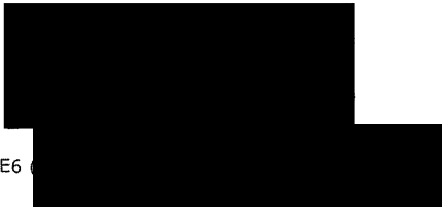
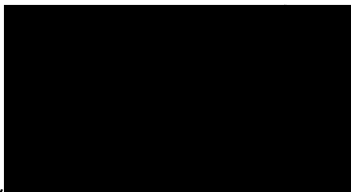
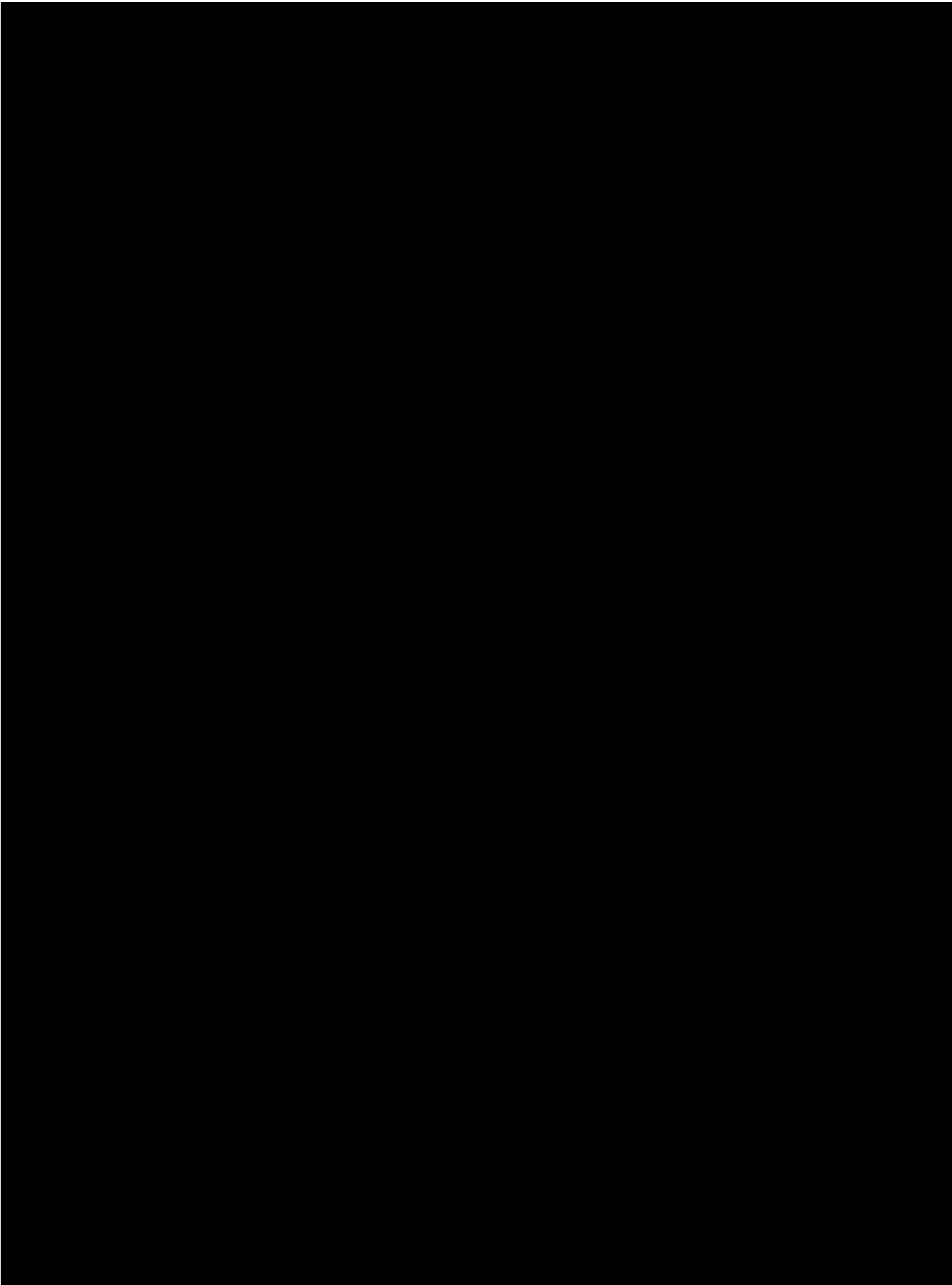


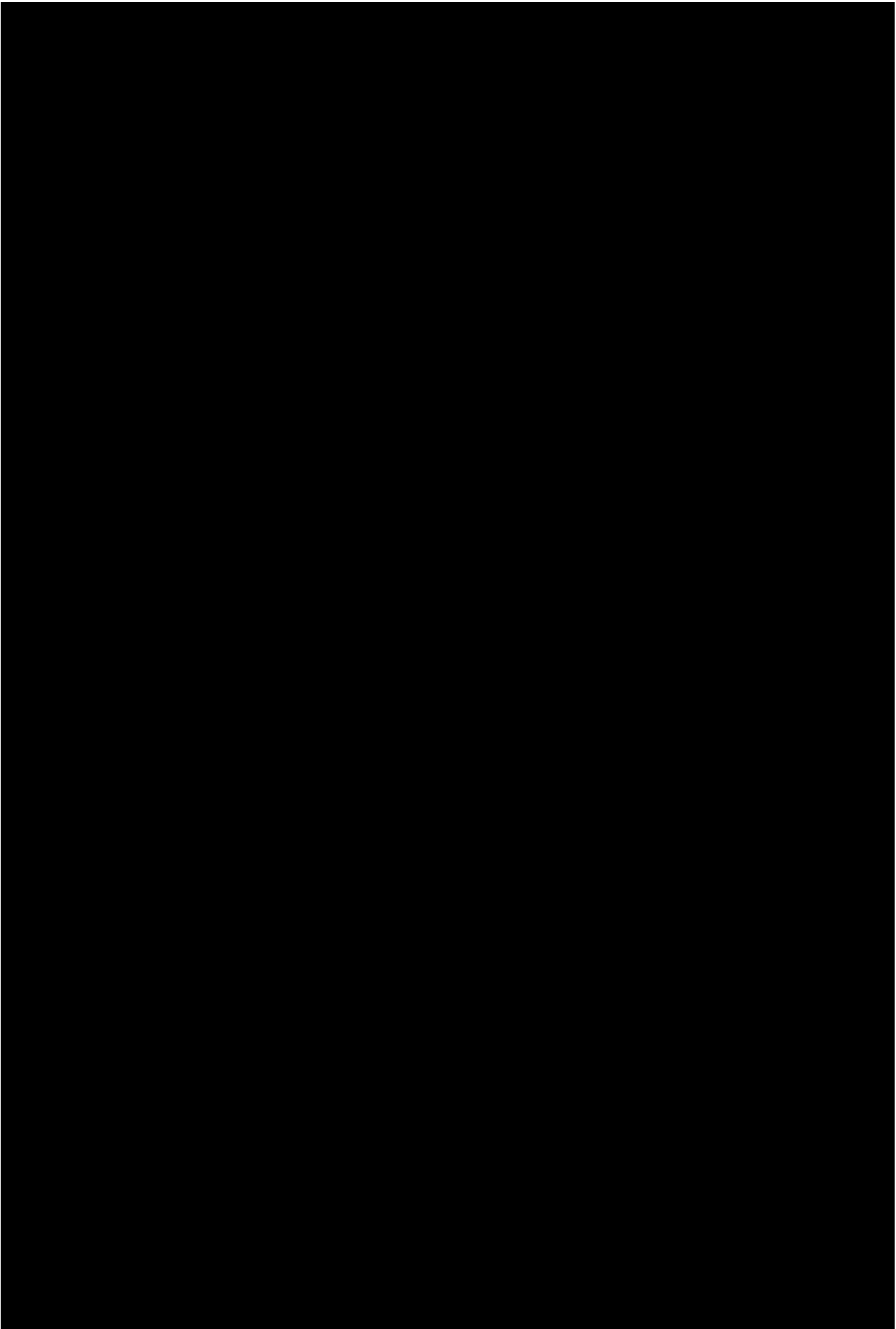
SCHEDULE E6.

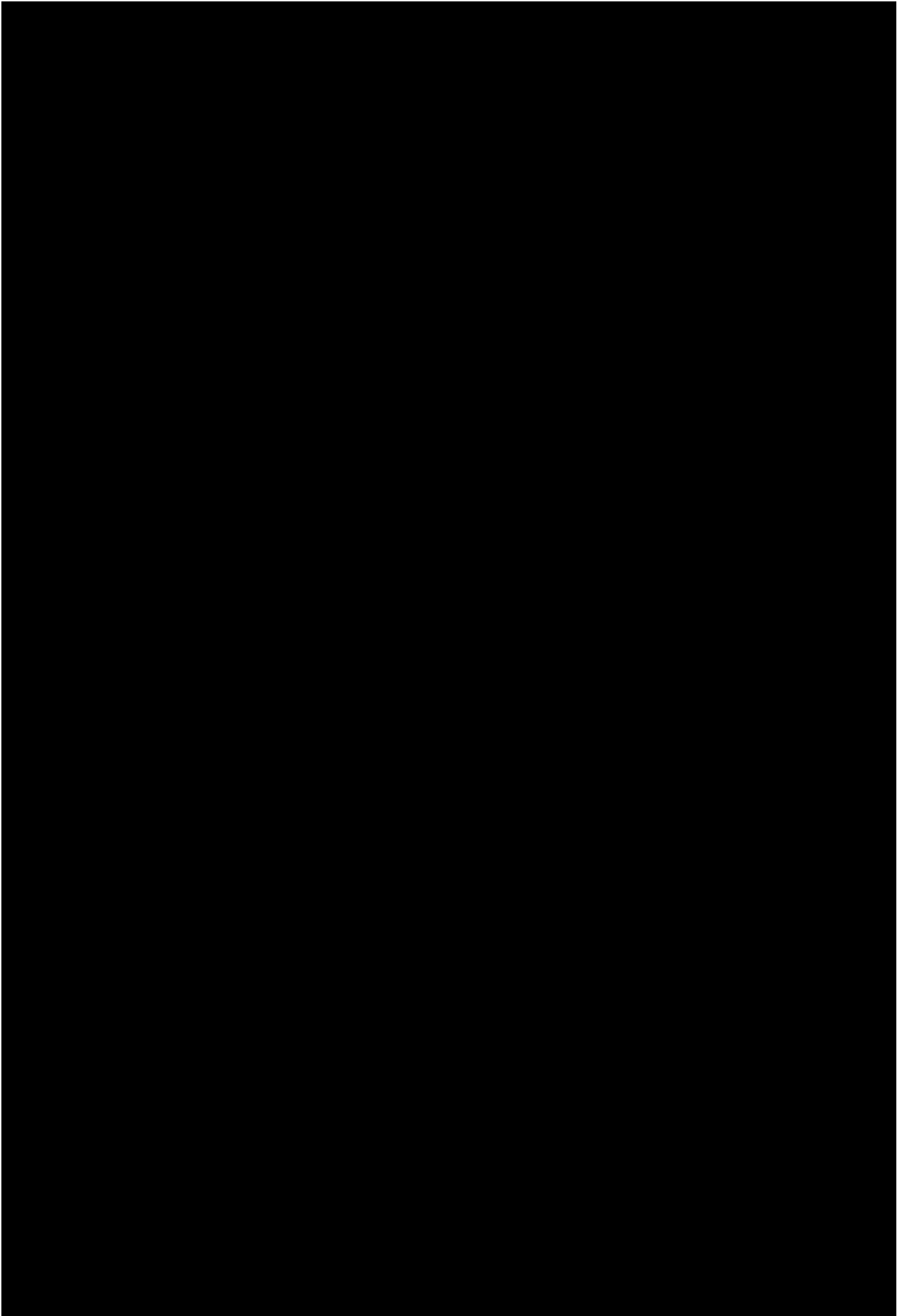
(Clause 38.4)

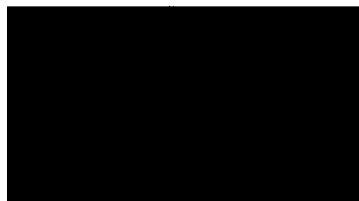




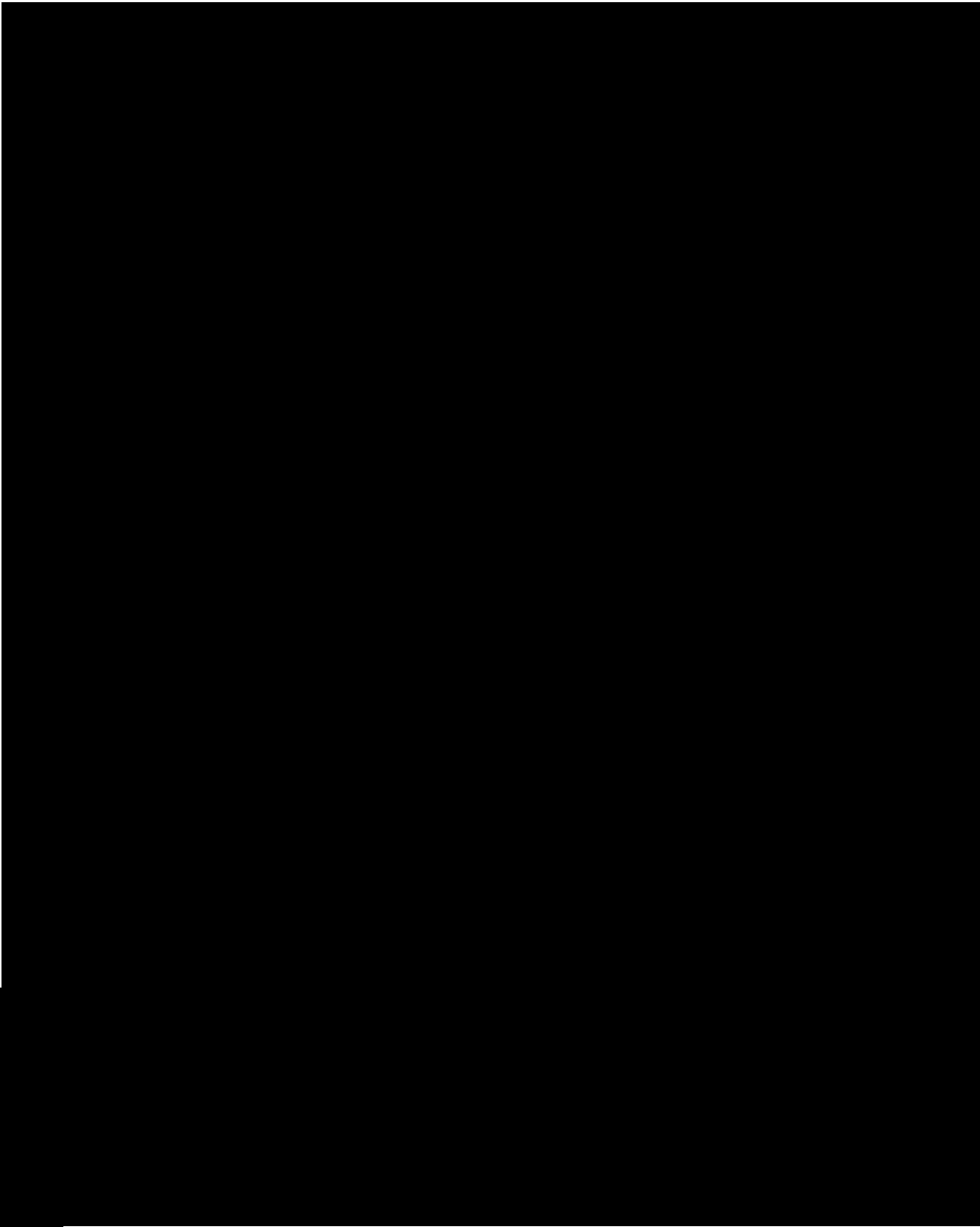






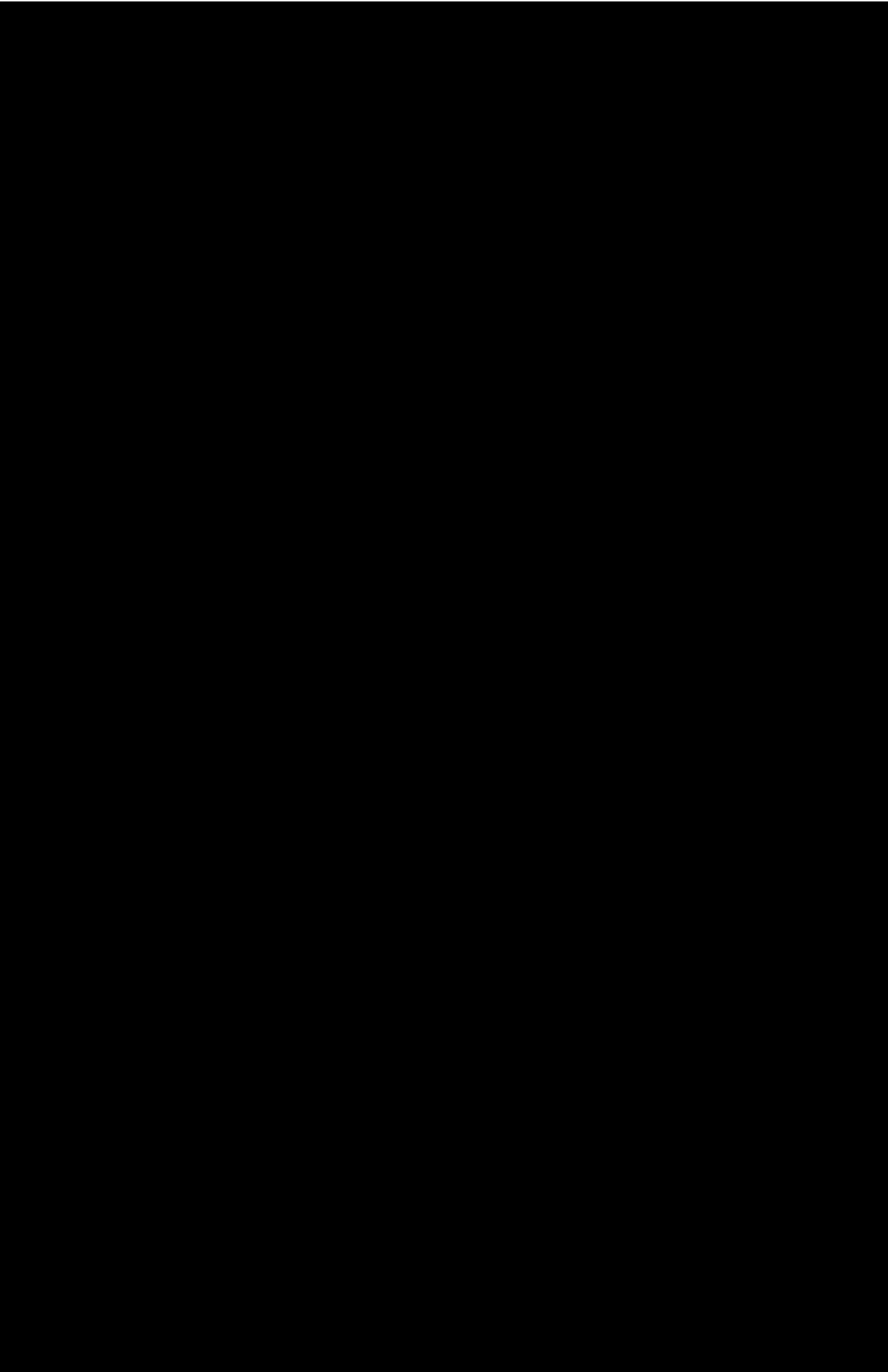


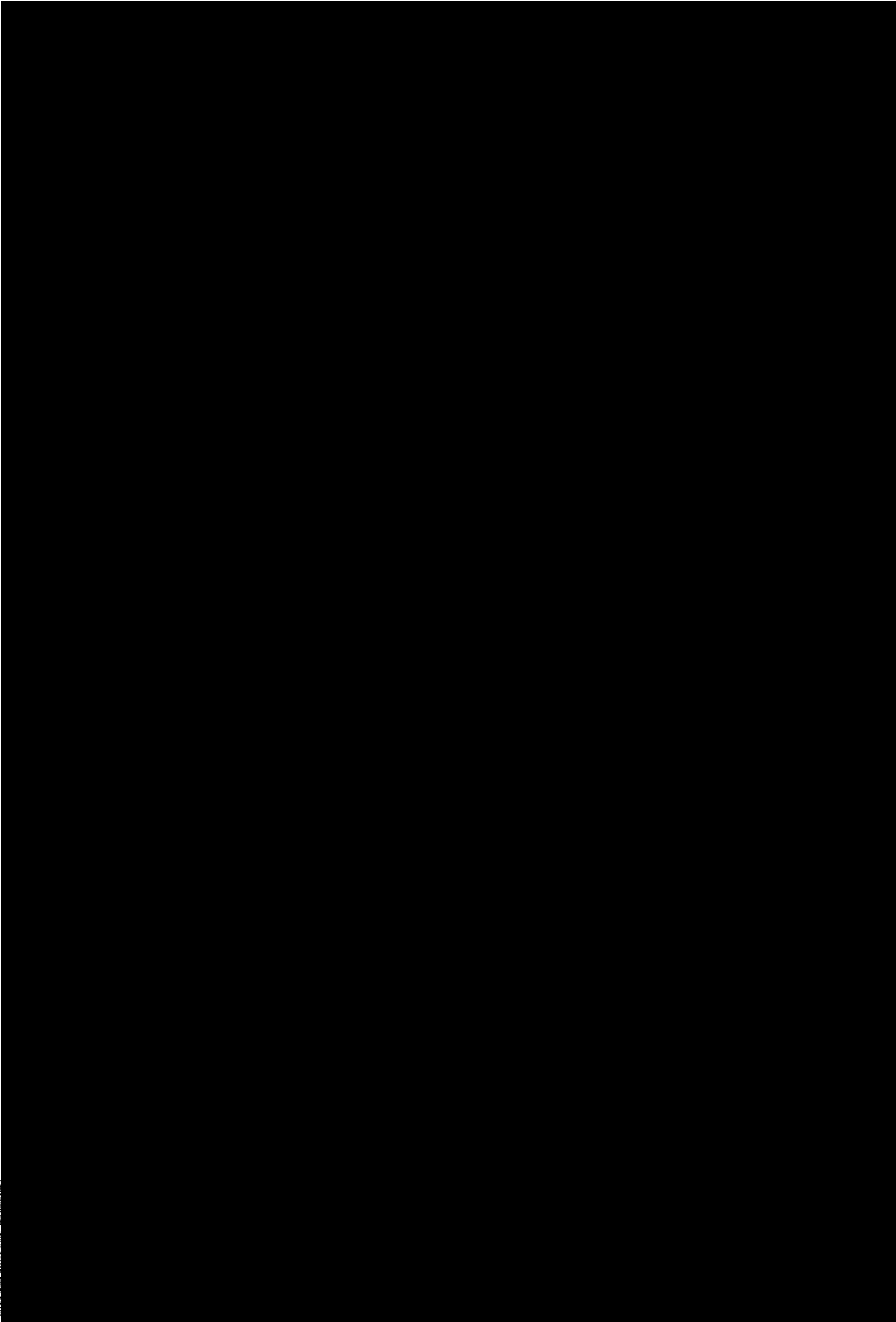
SCHEDULE E7.



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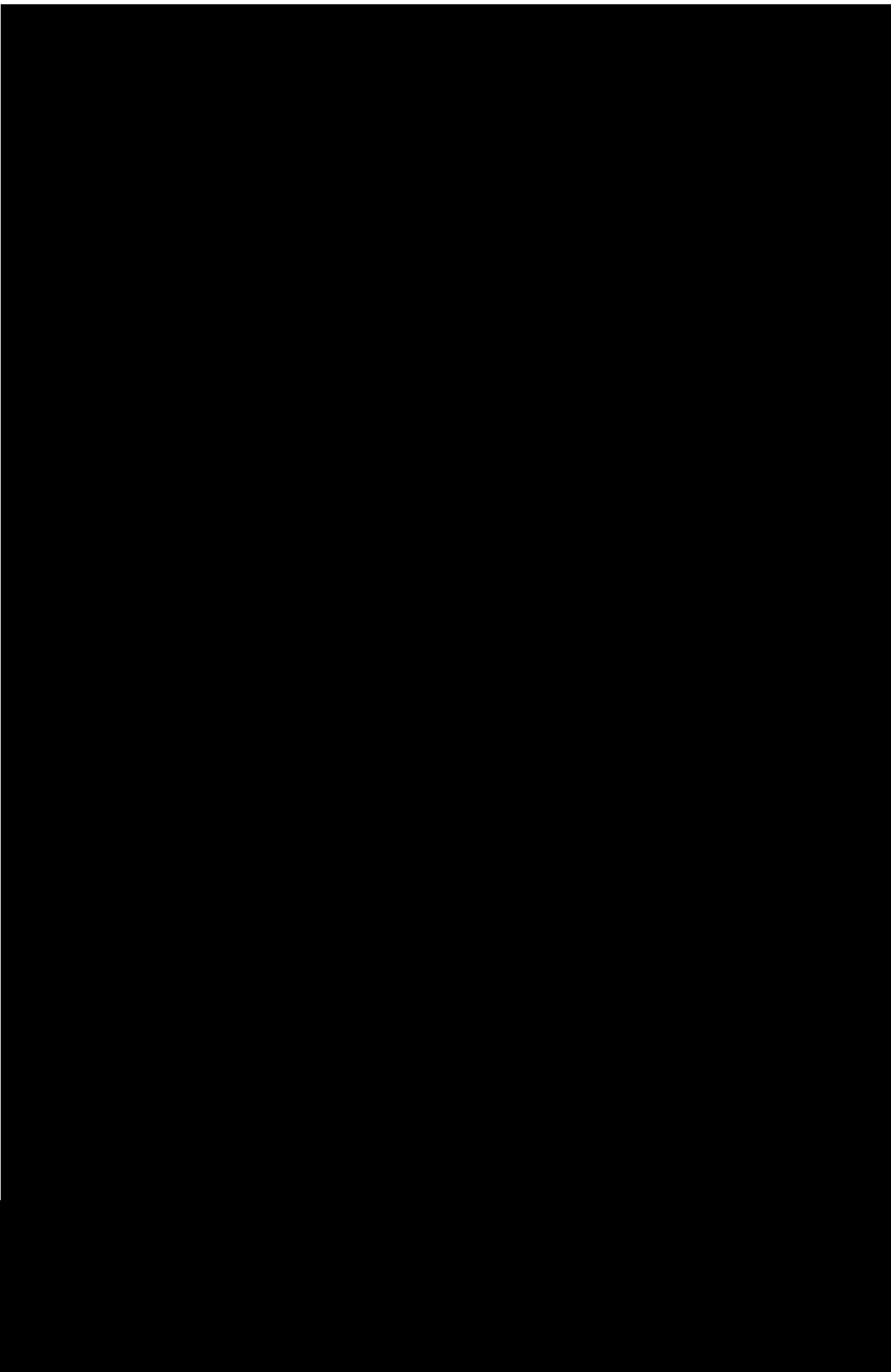
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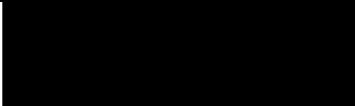
**JOHN
HOLLAND**

Schedule E7





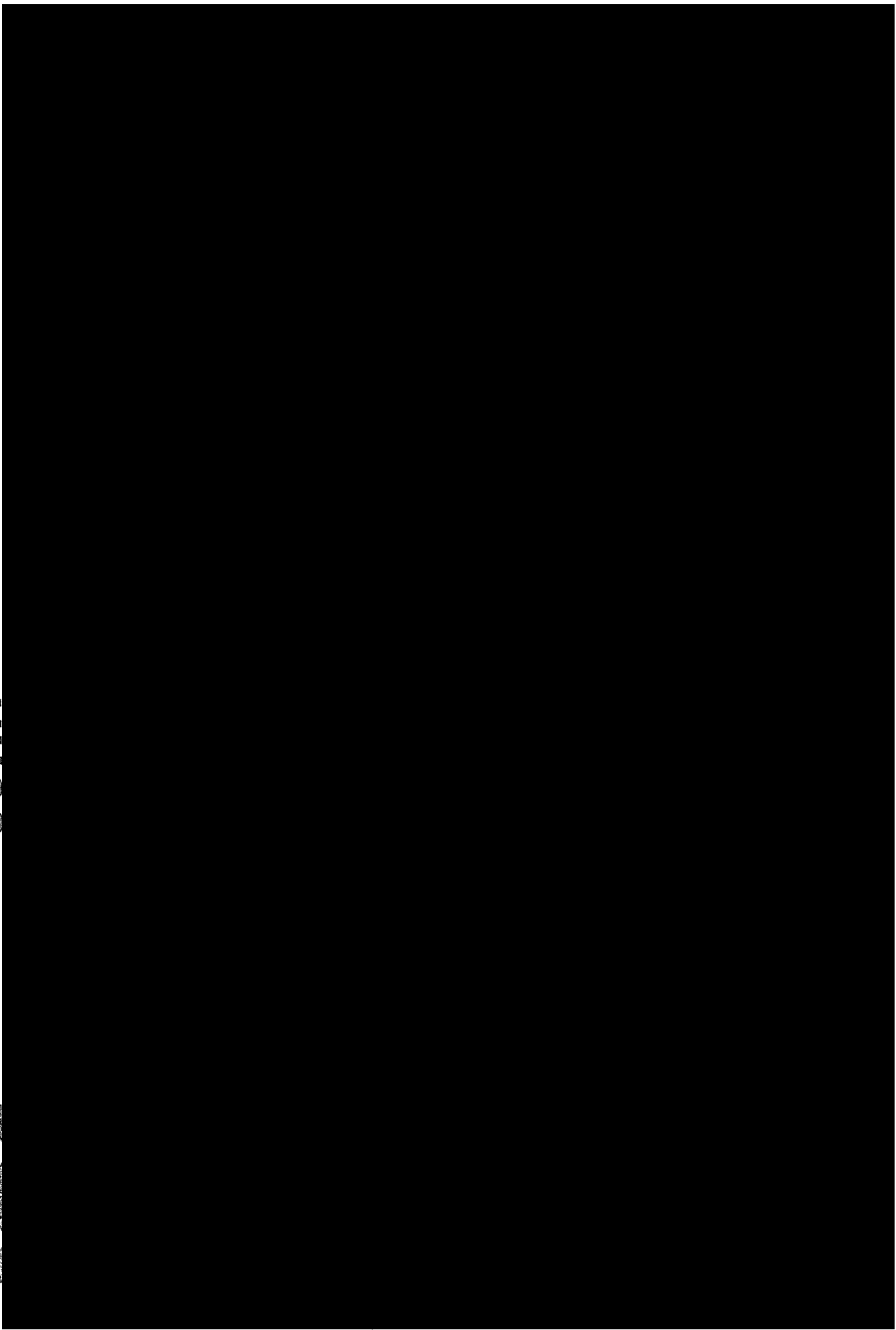
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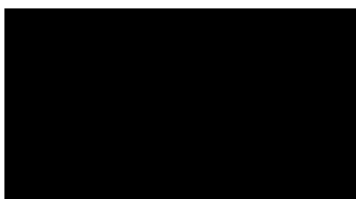
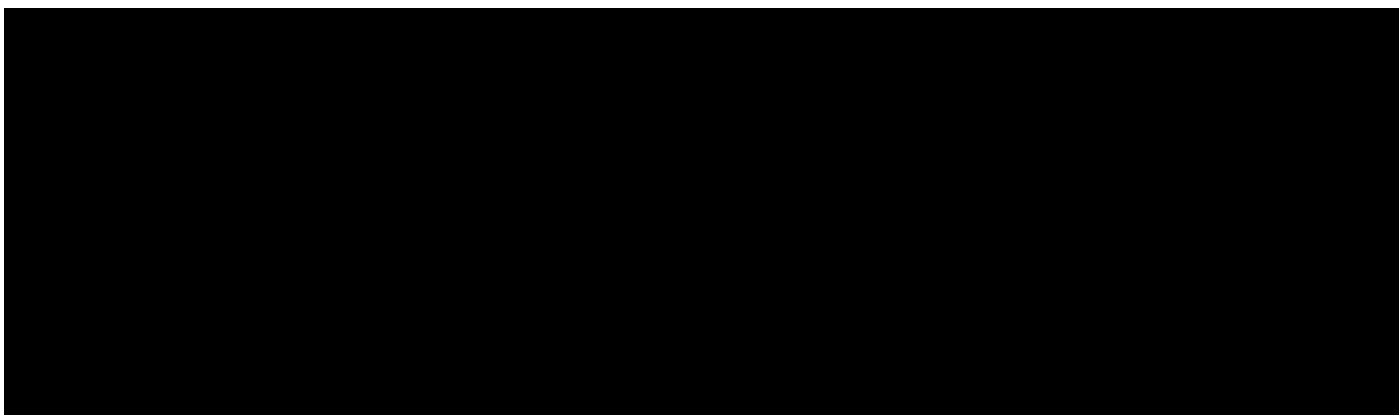


Schedule E7



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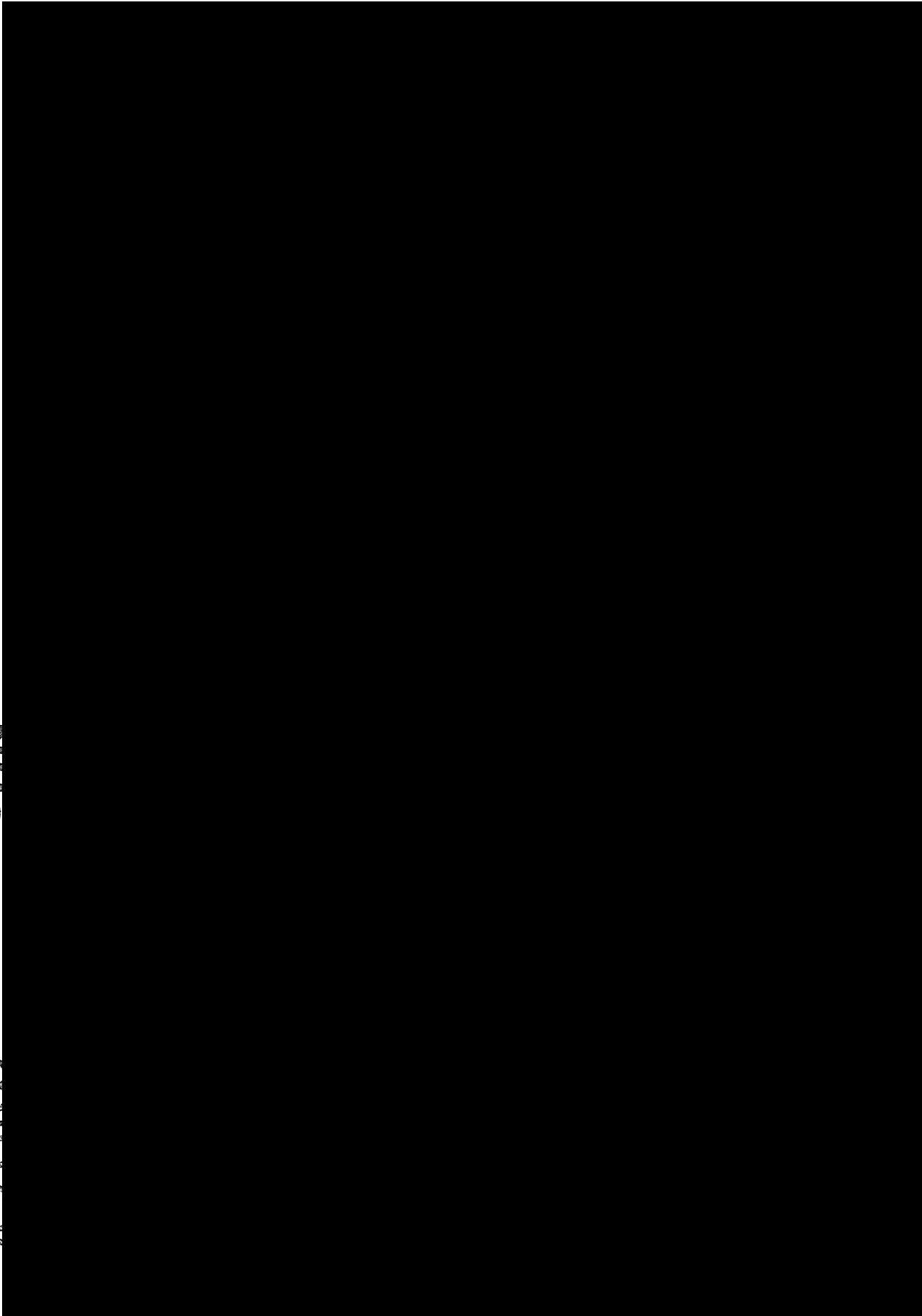


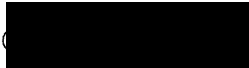
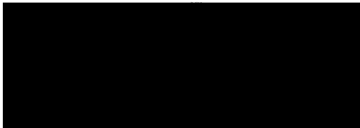
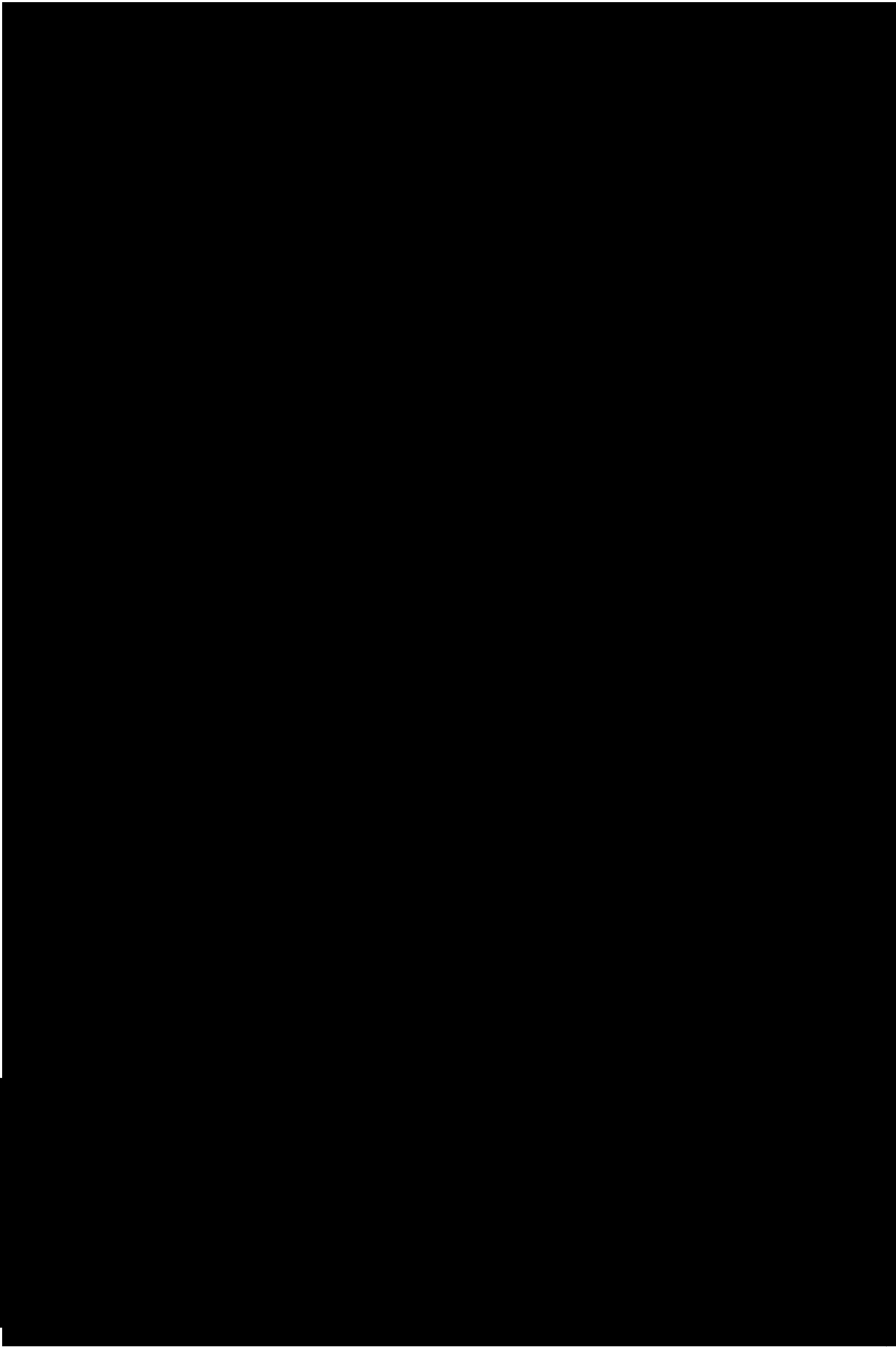


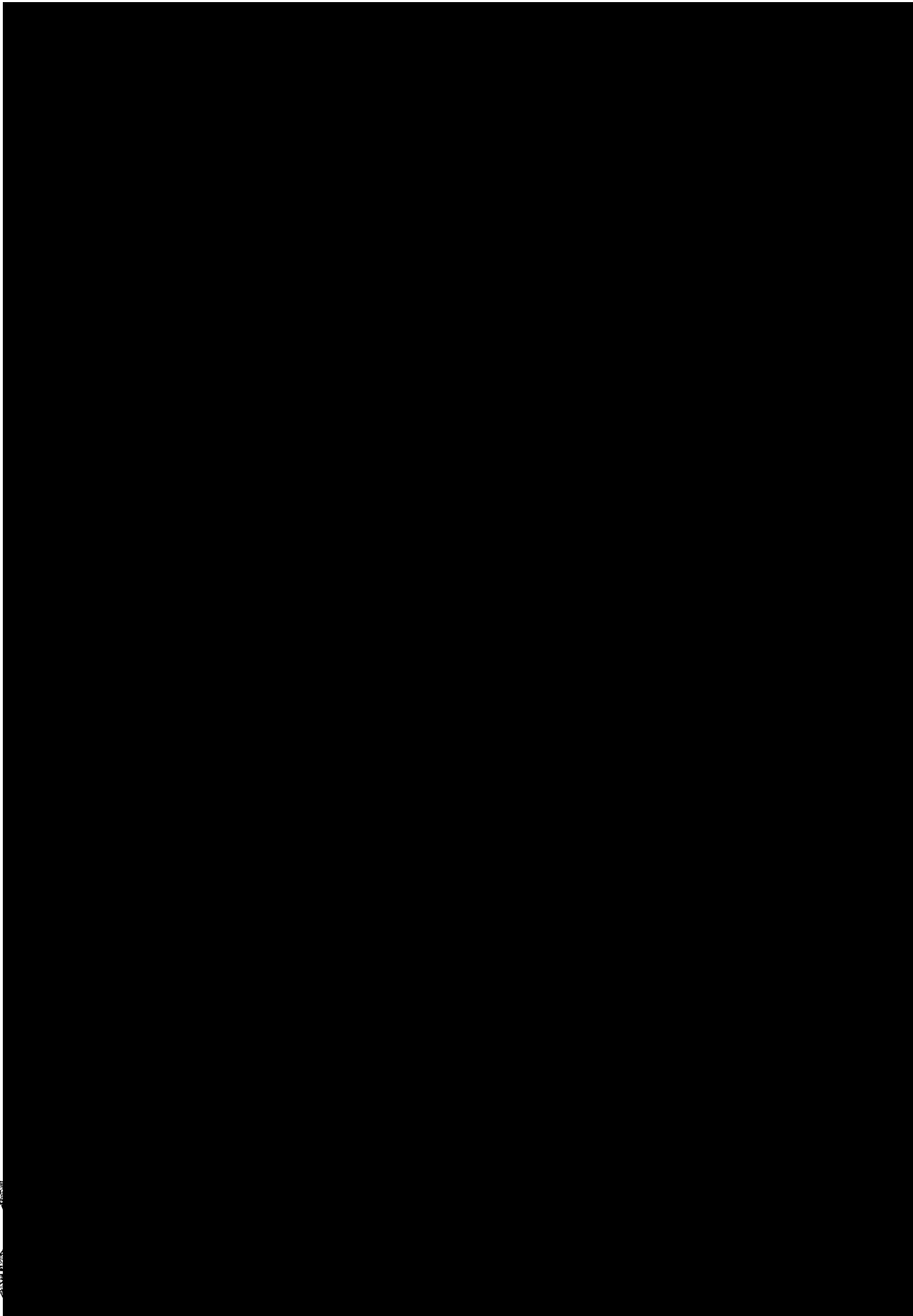
SCHEDULE E8.

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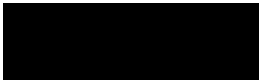


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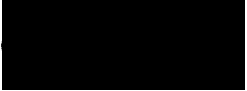
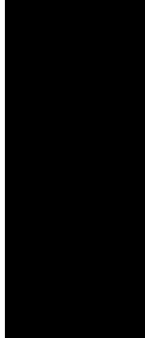
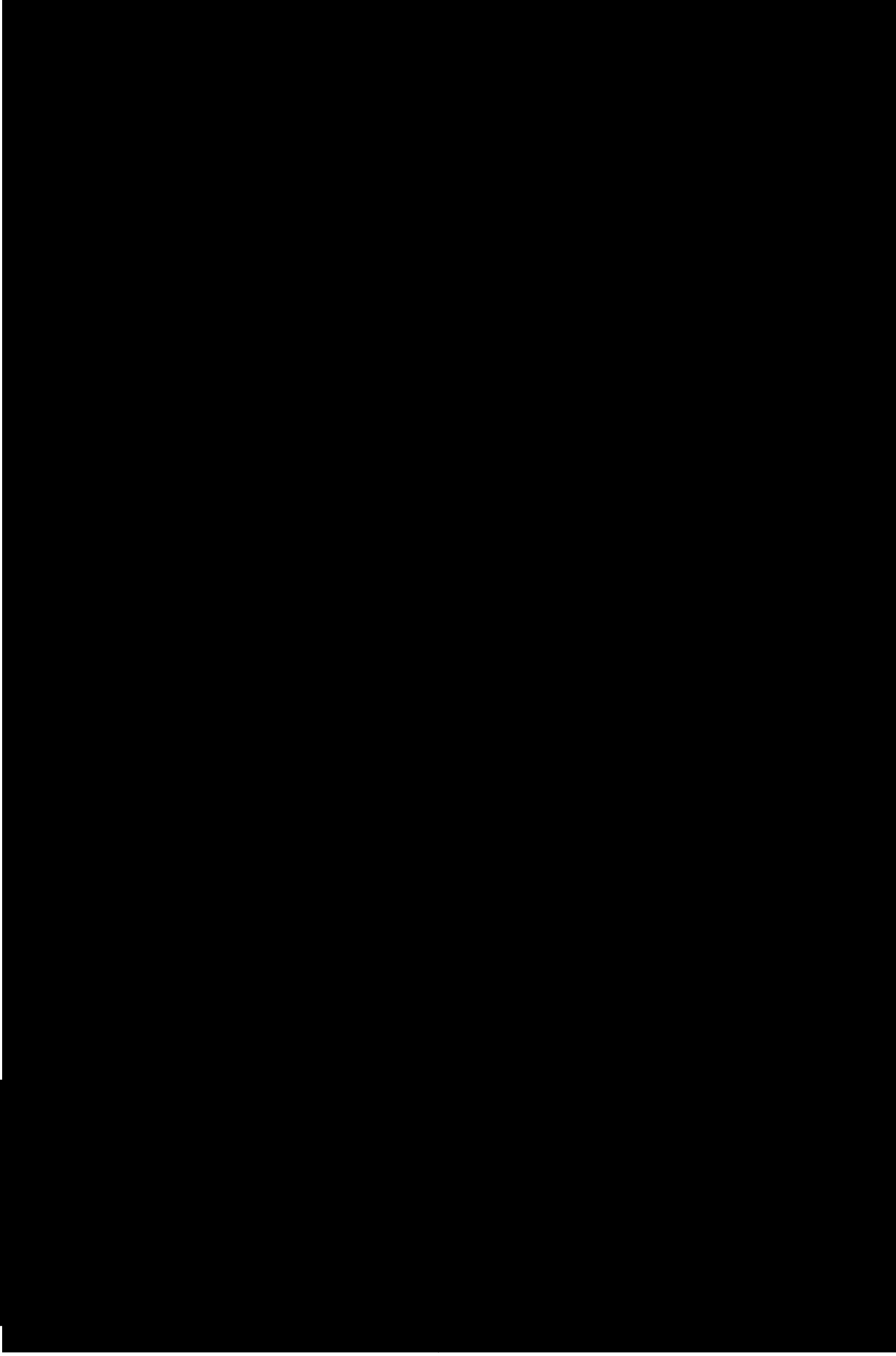
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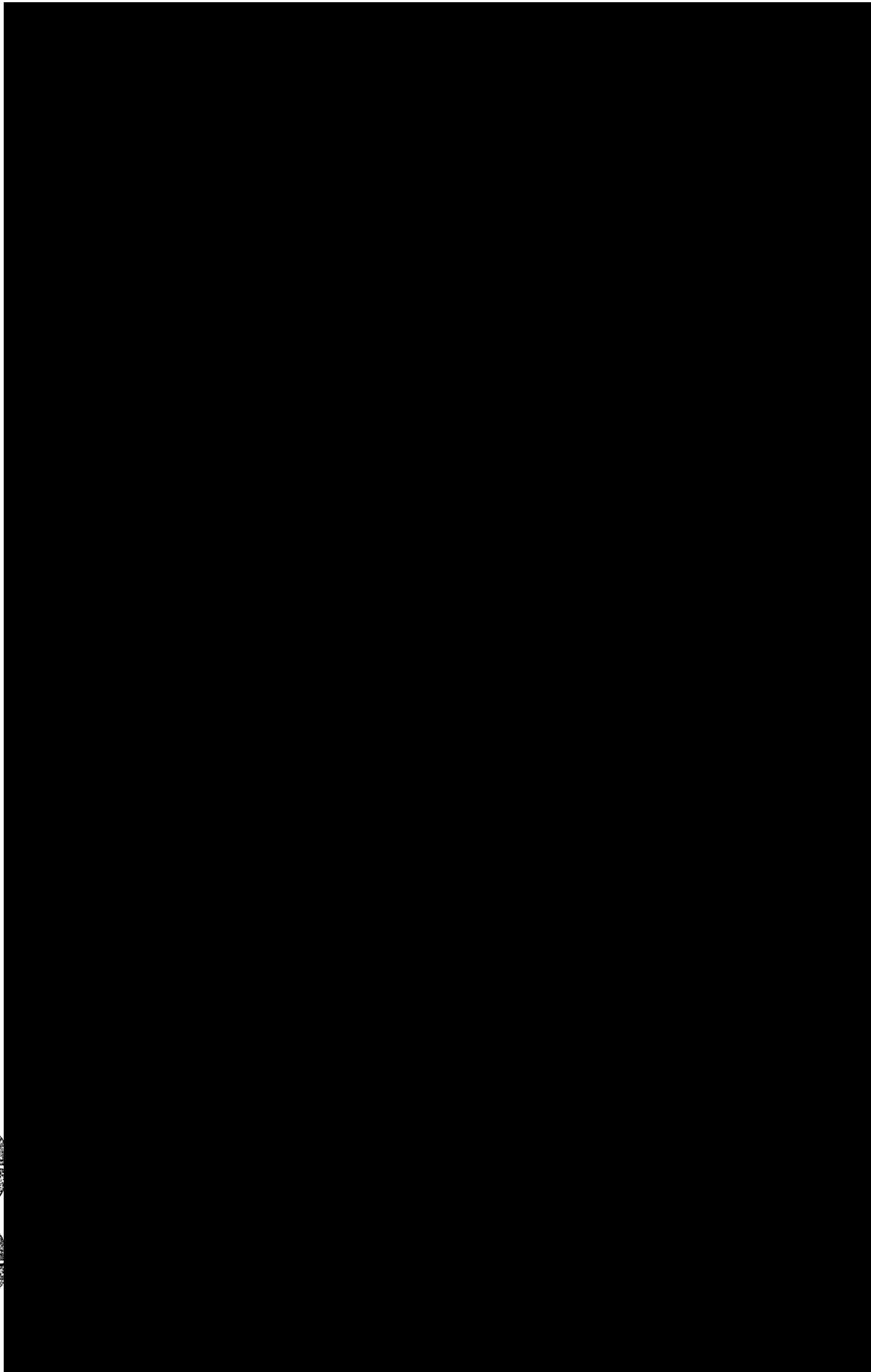
Schedule E8

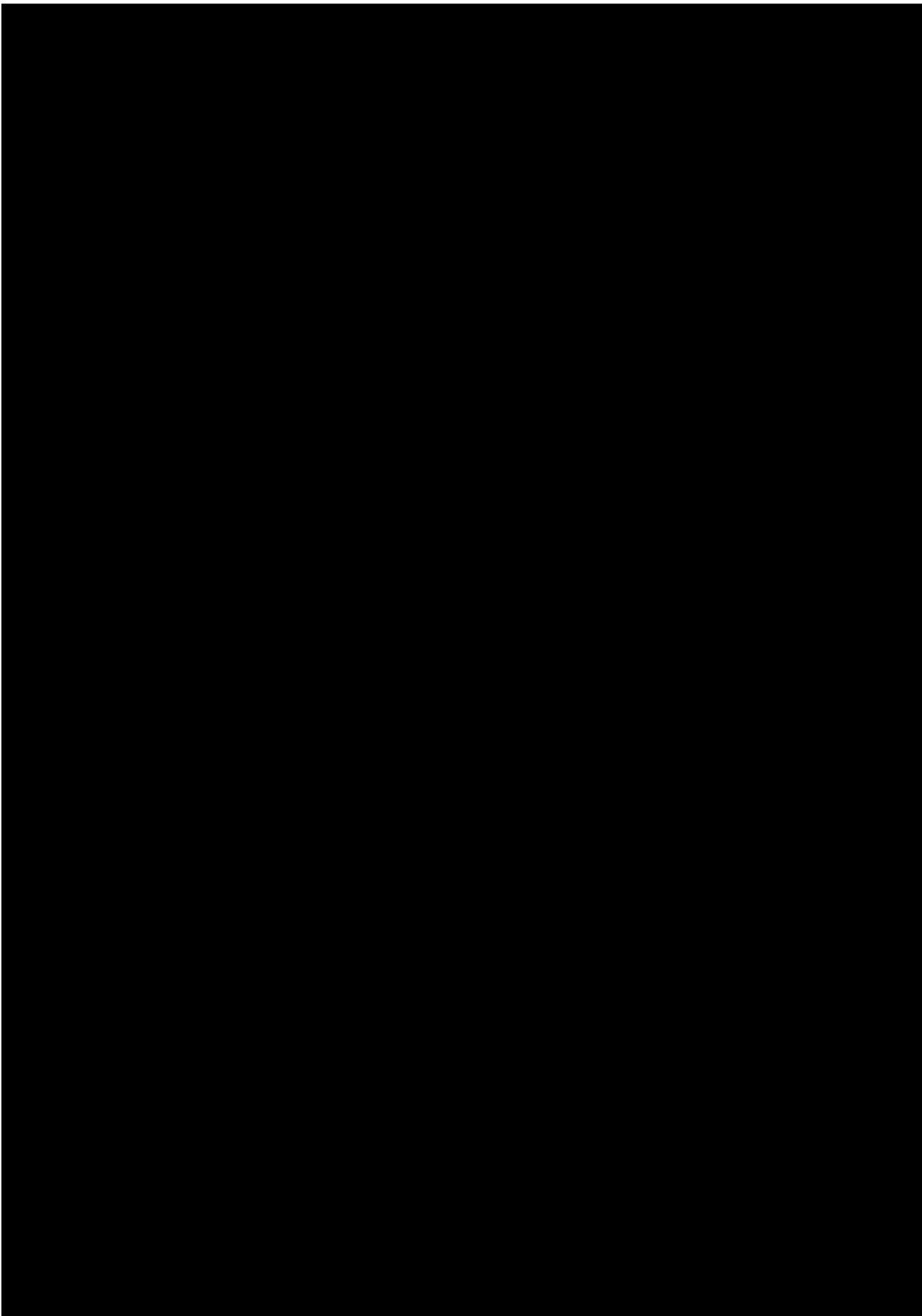


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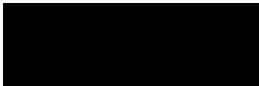


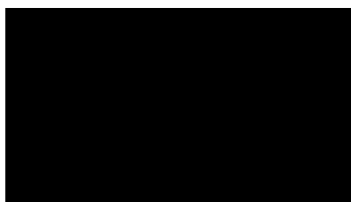
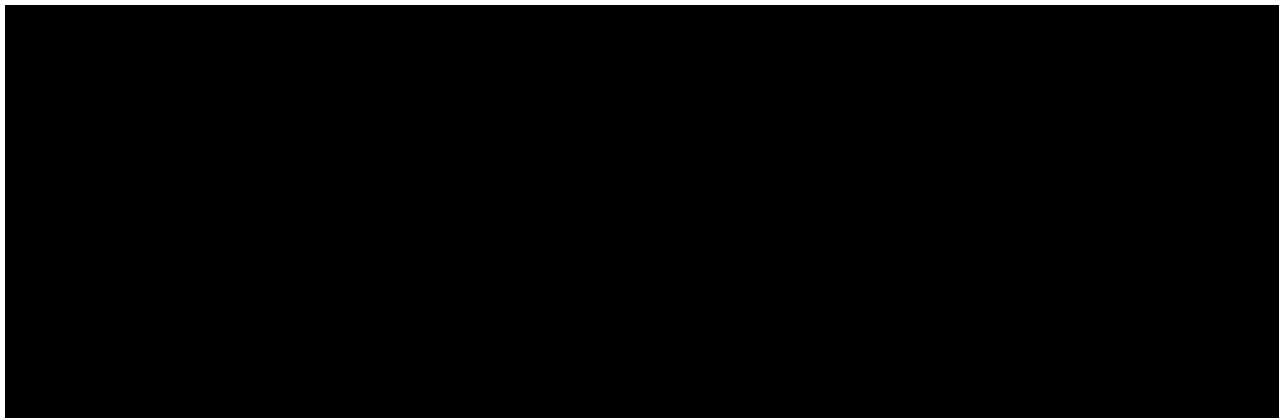


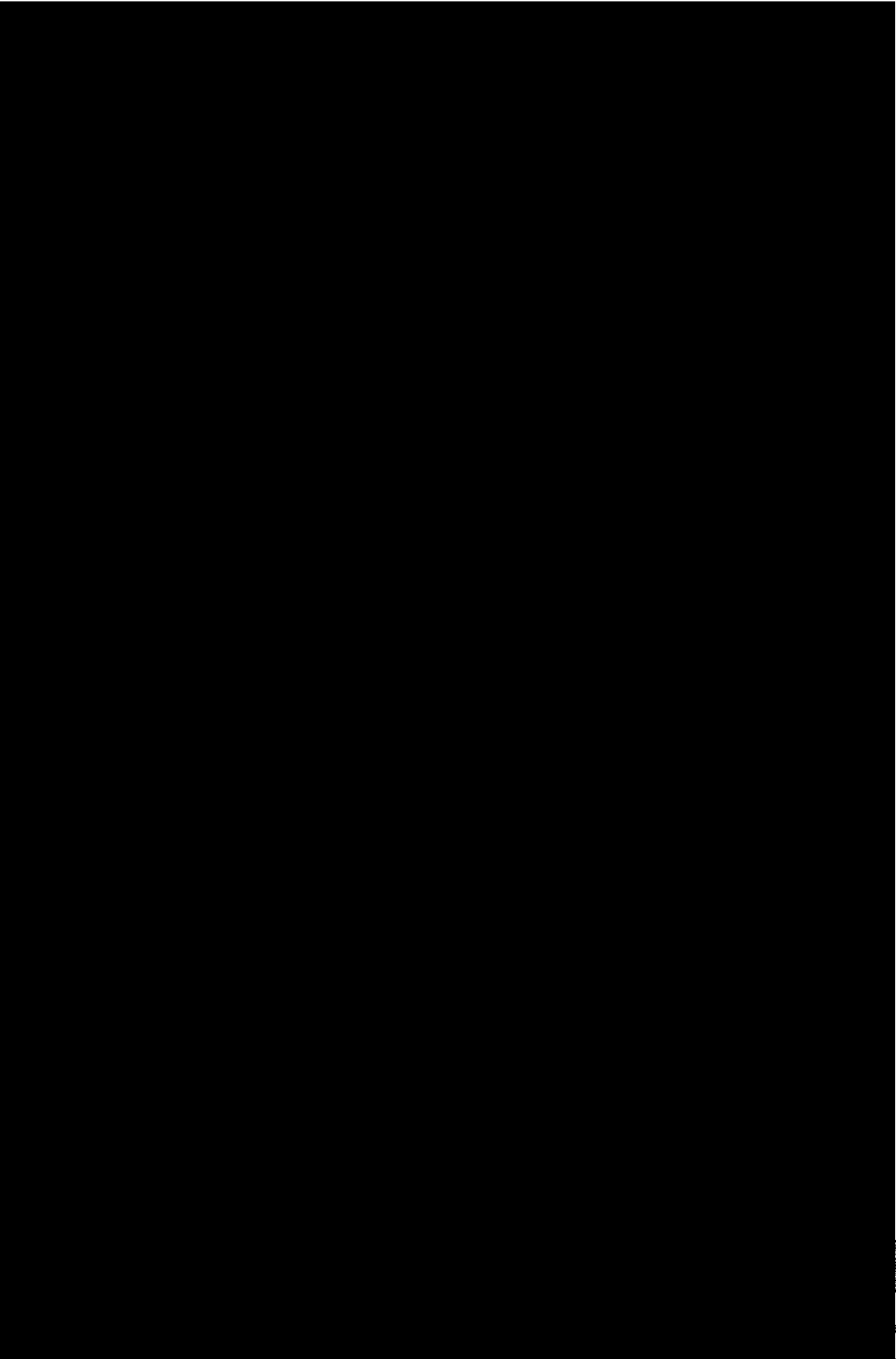

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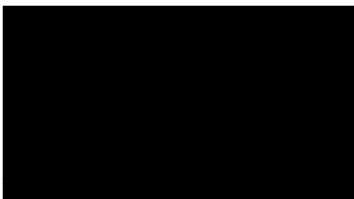
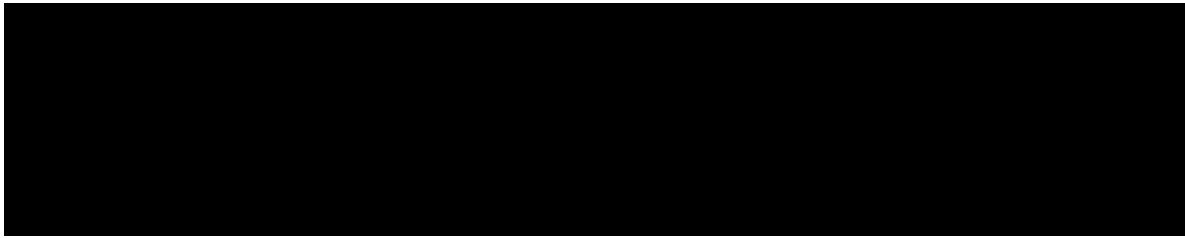
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Schedule E8





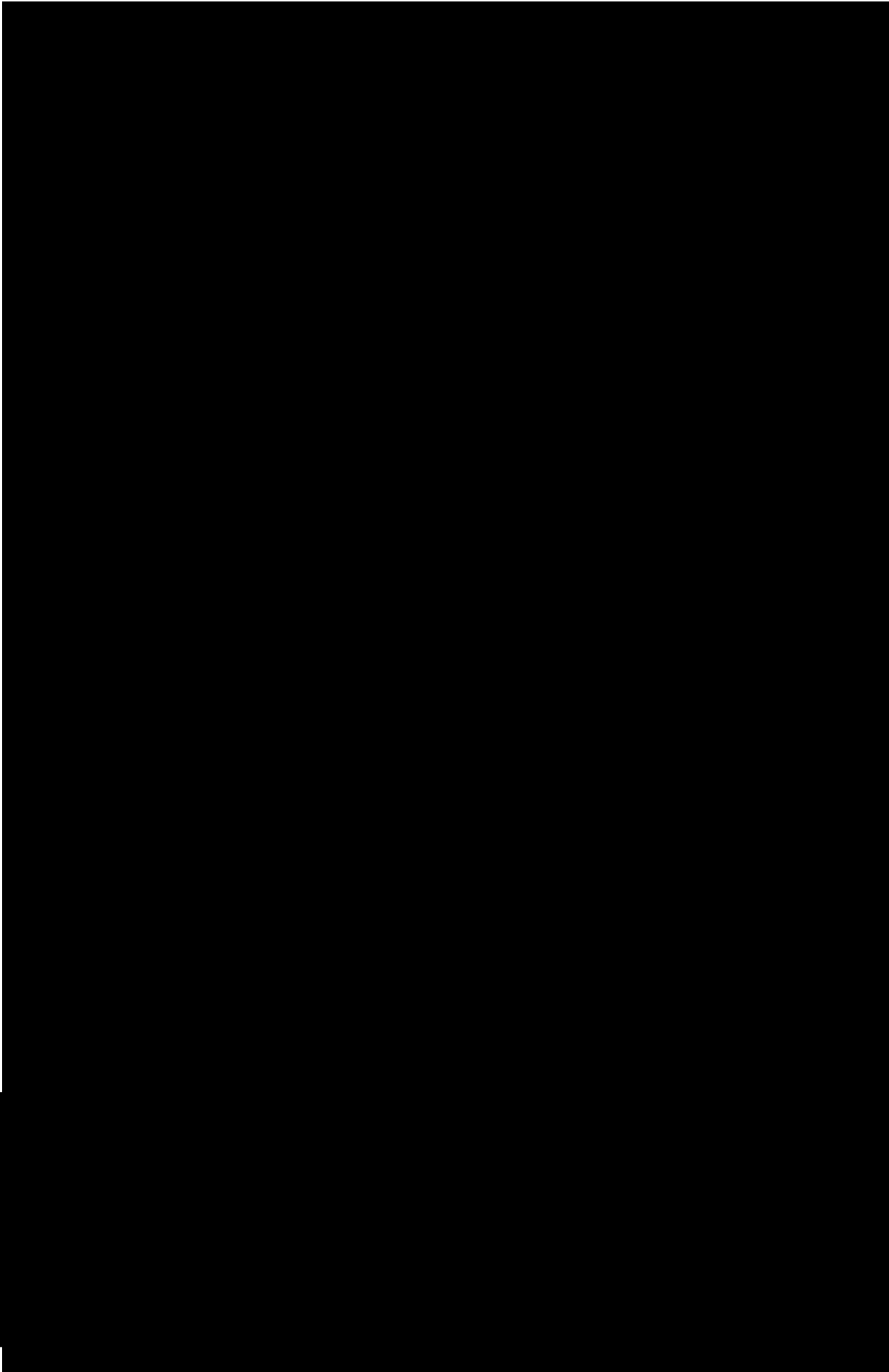


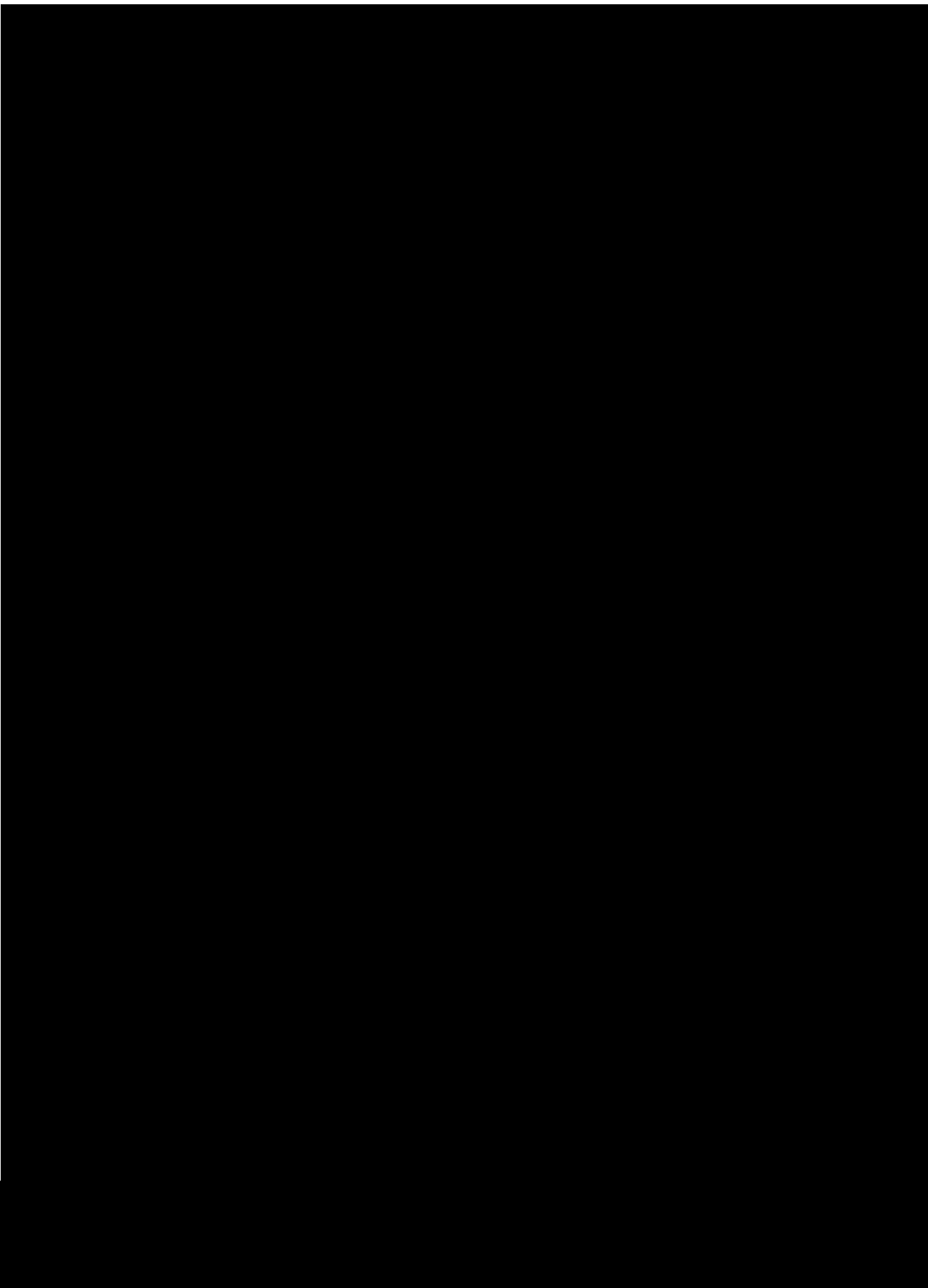


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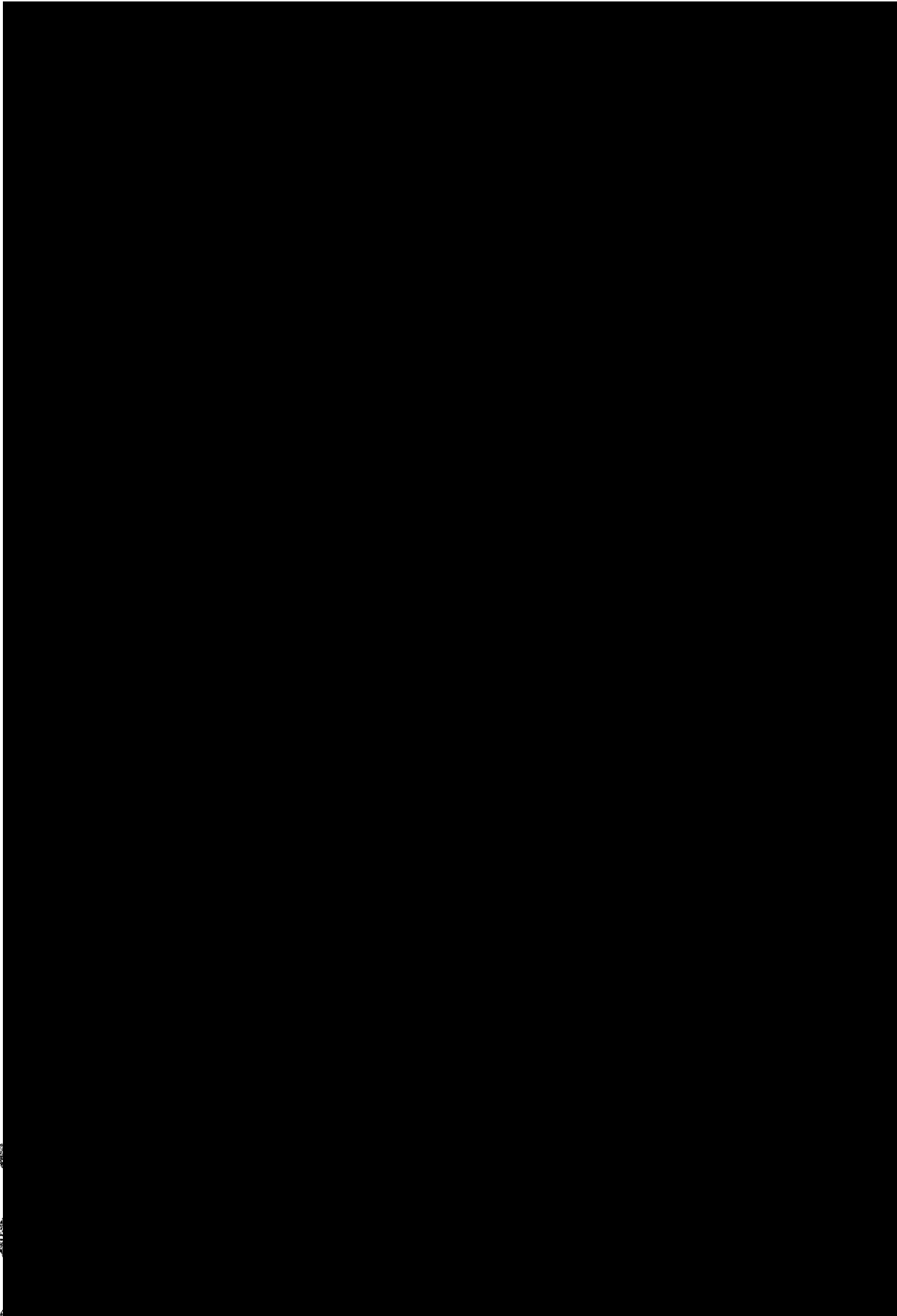


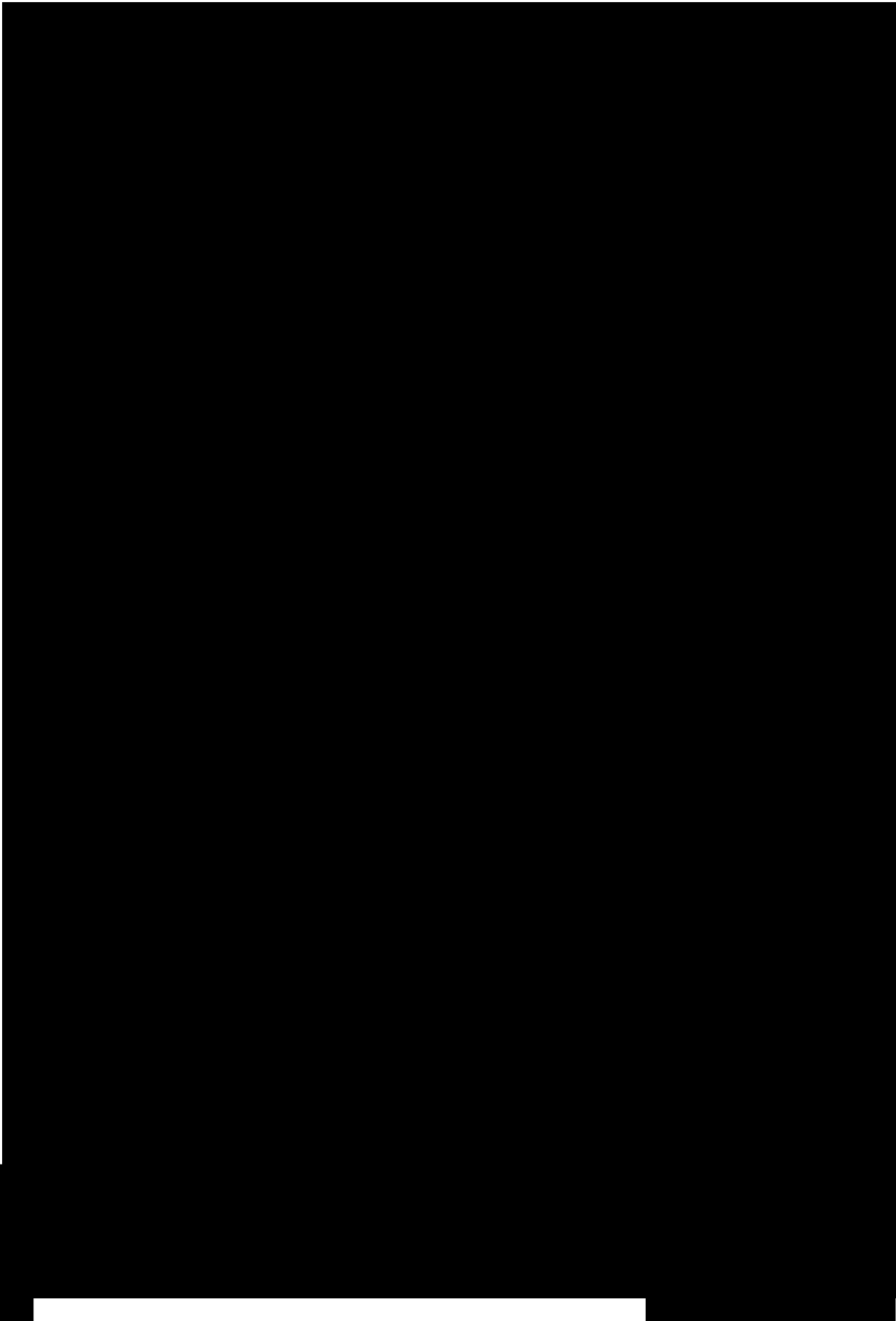


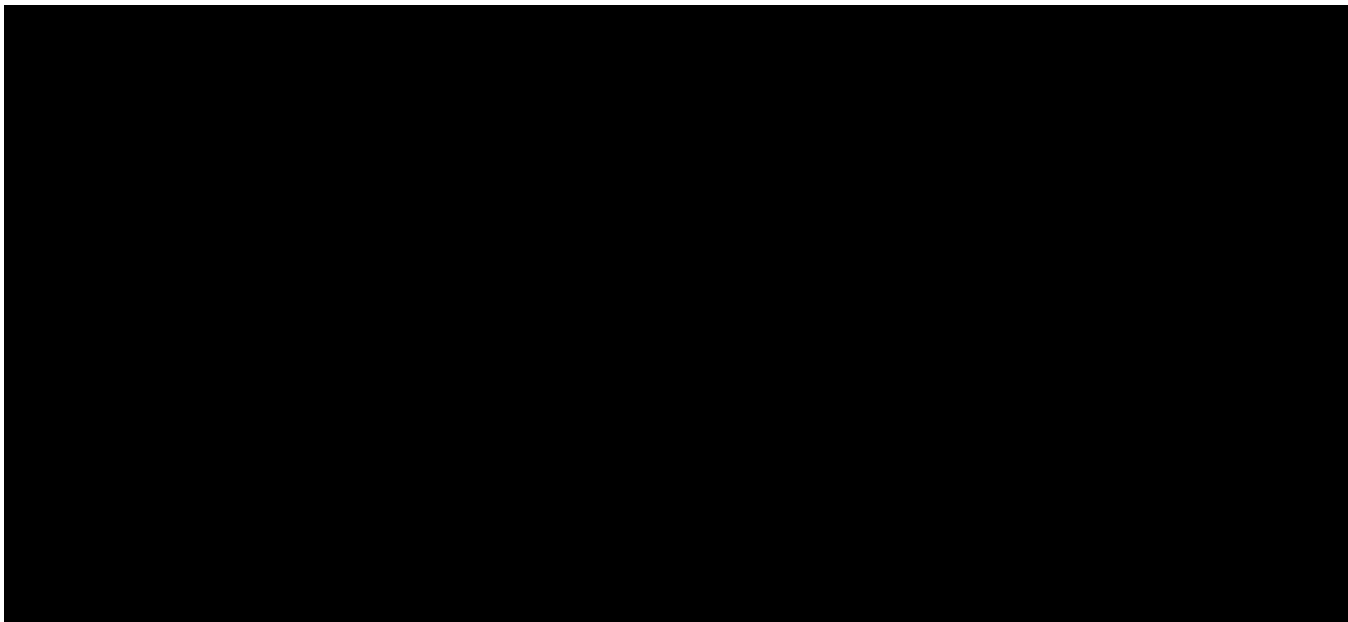




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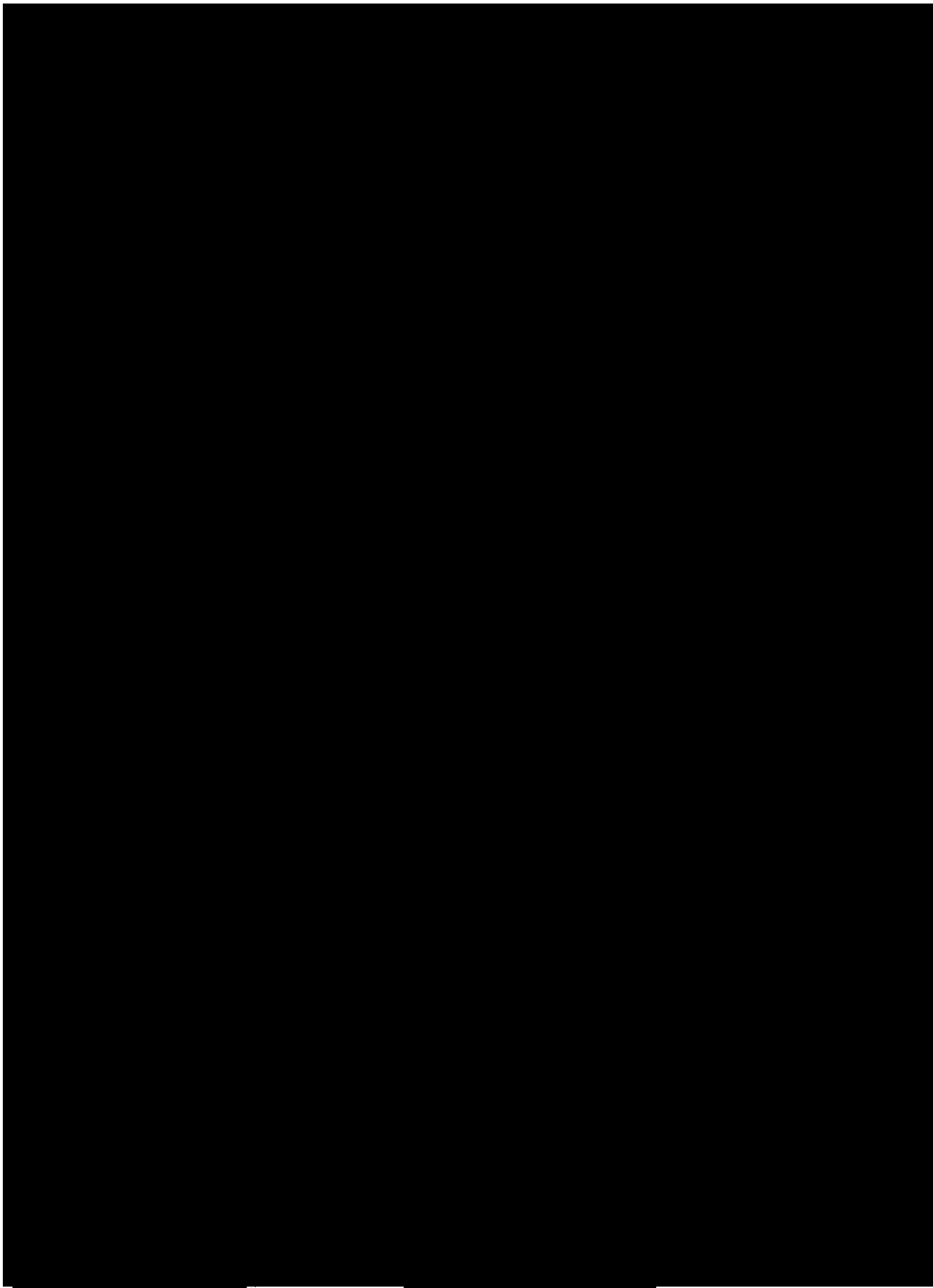


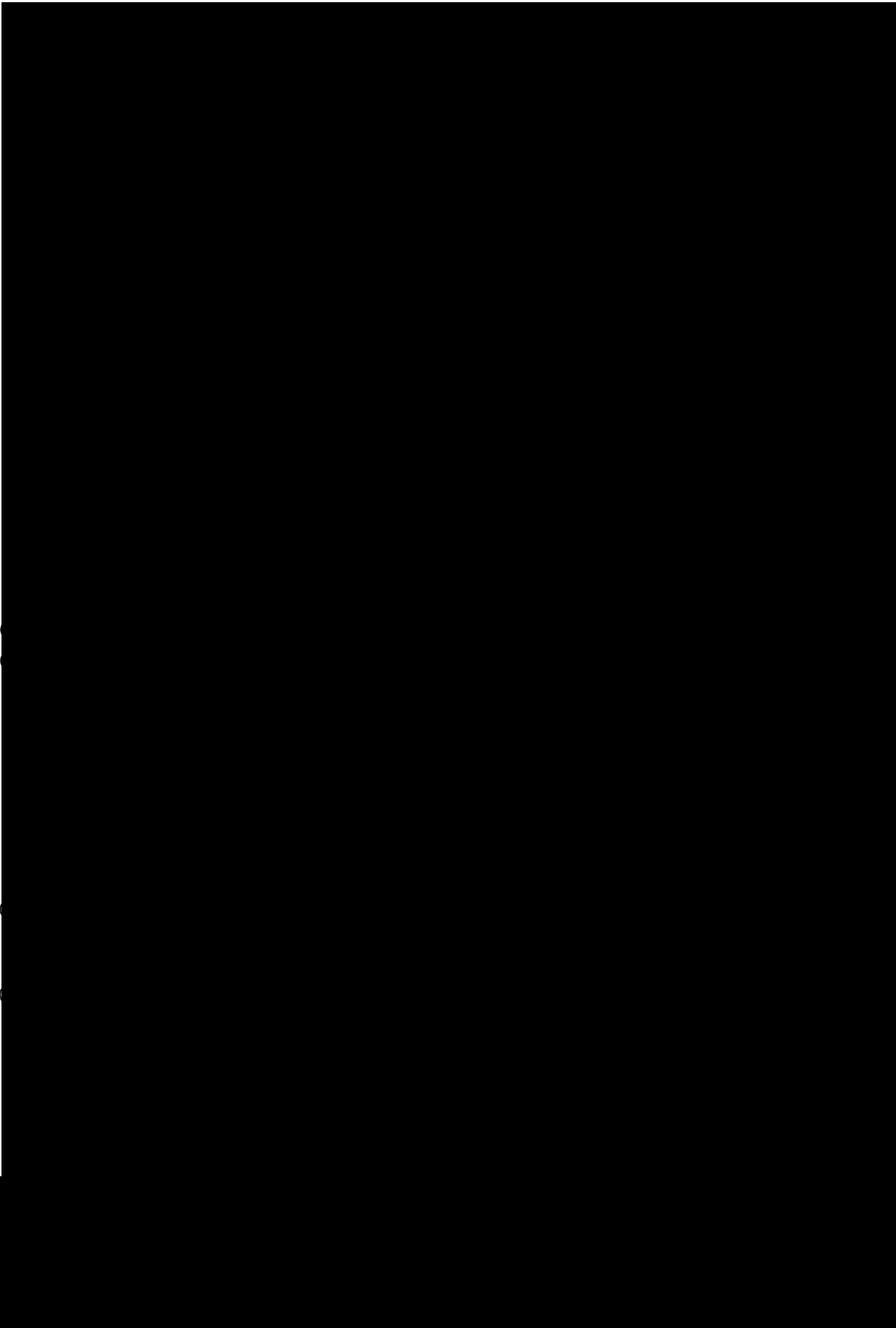




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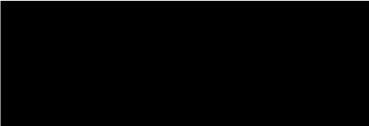
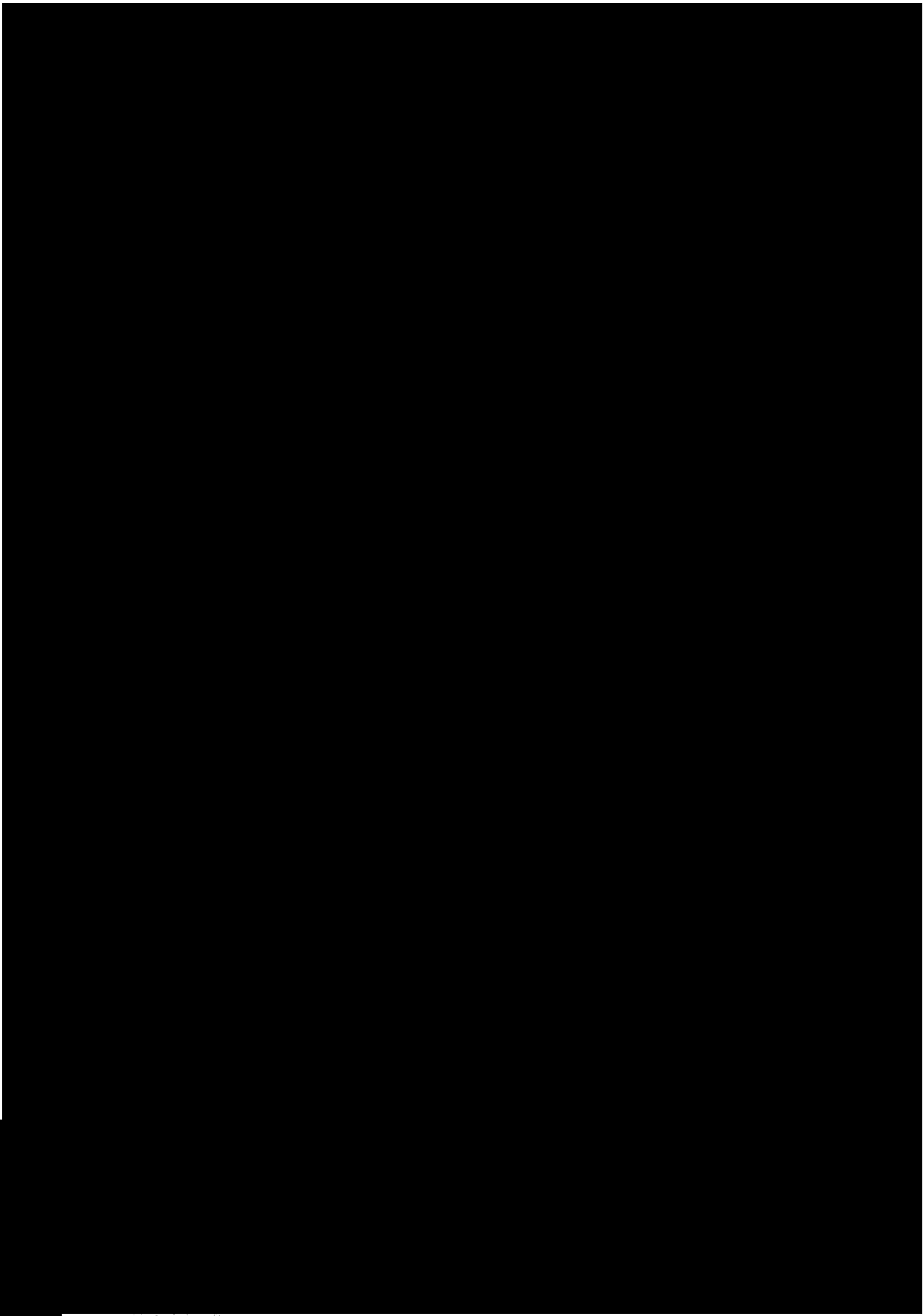


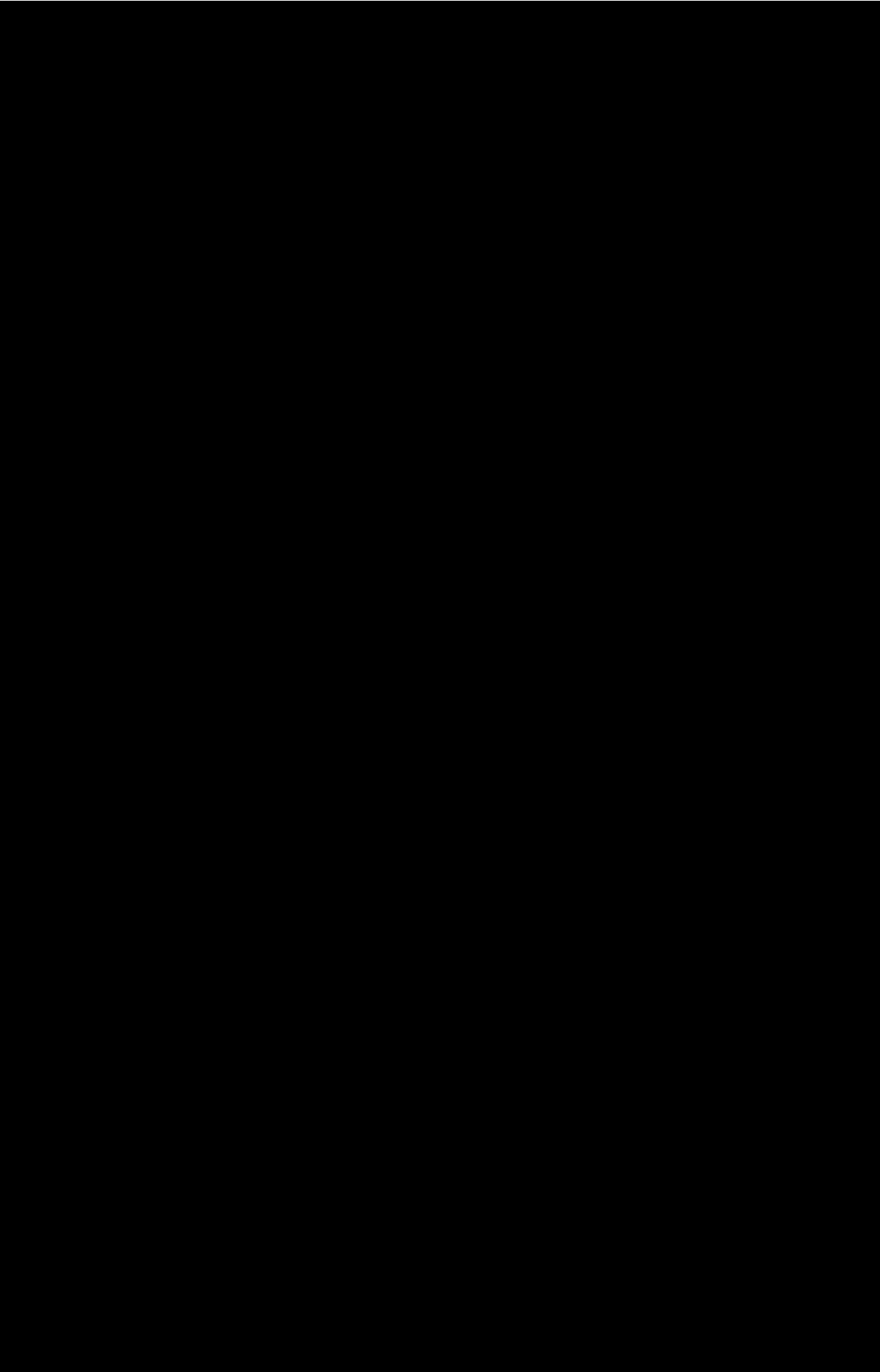
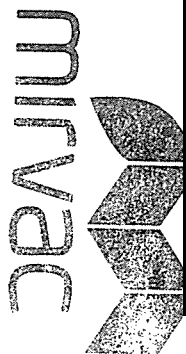


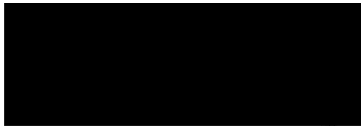
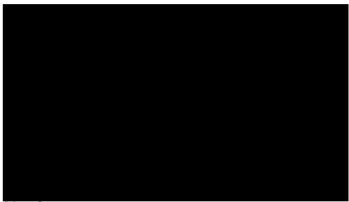
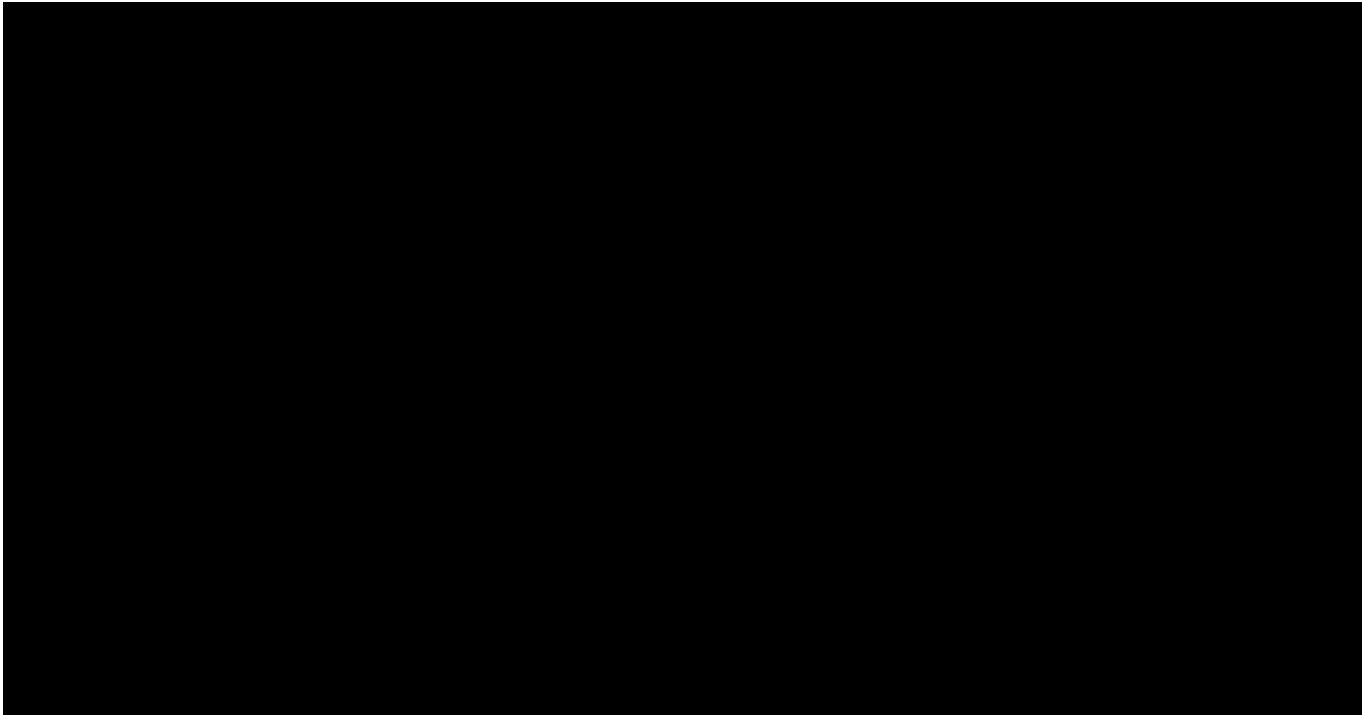


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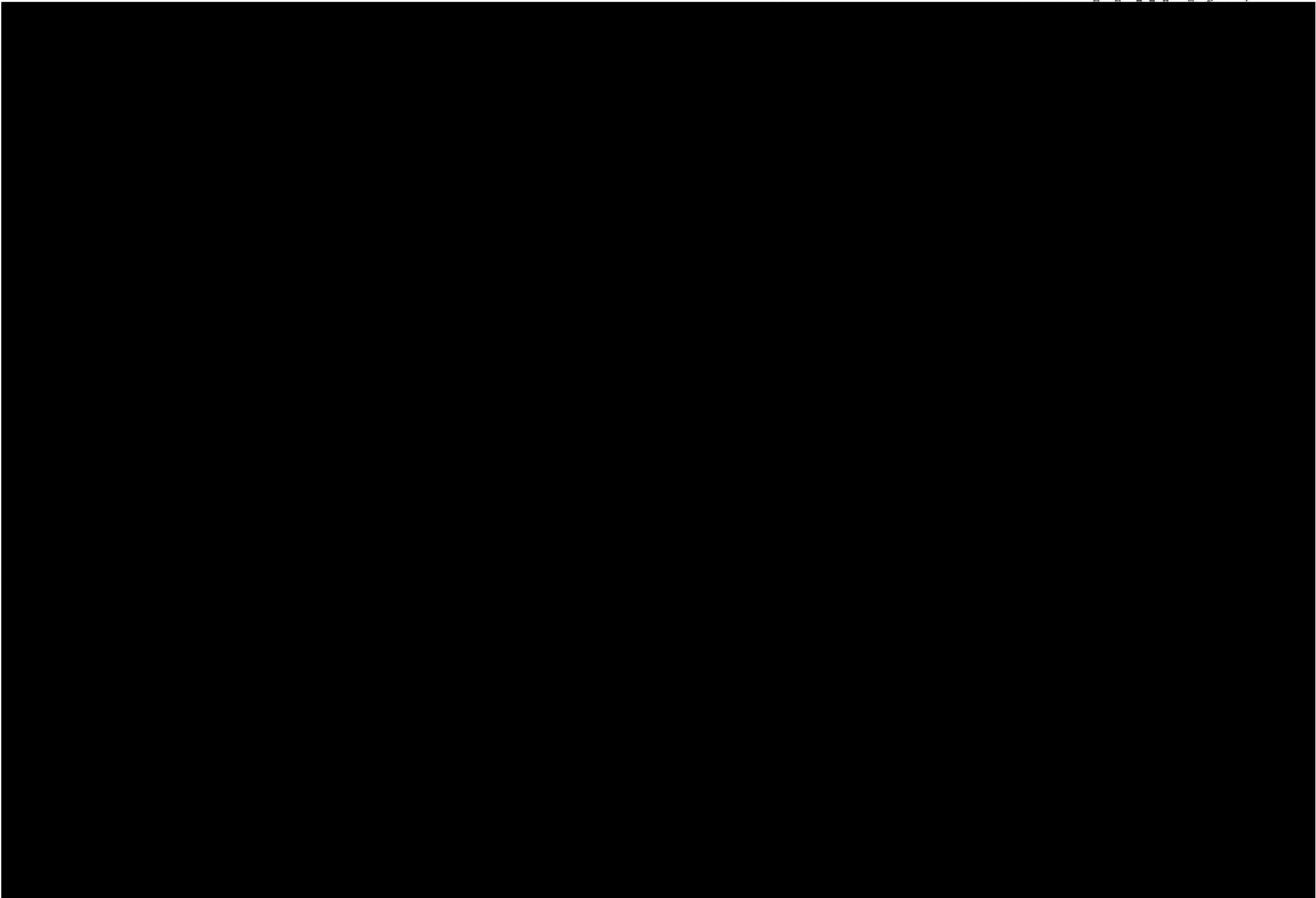


SCHEDULE F1. – ELECTRONIC FILES

(Clause 1.10)

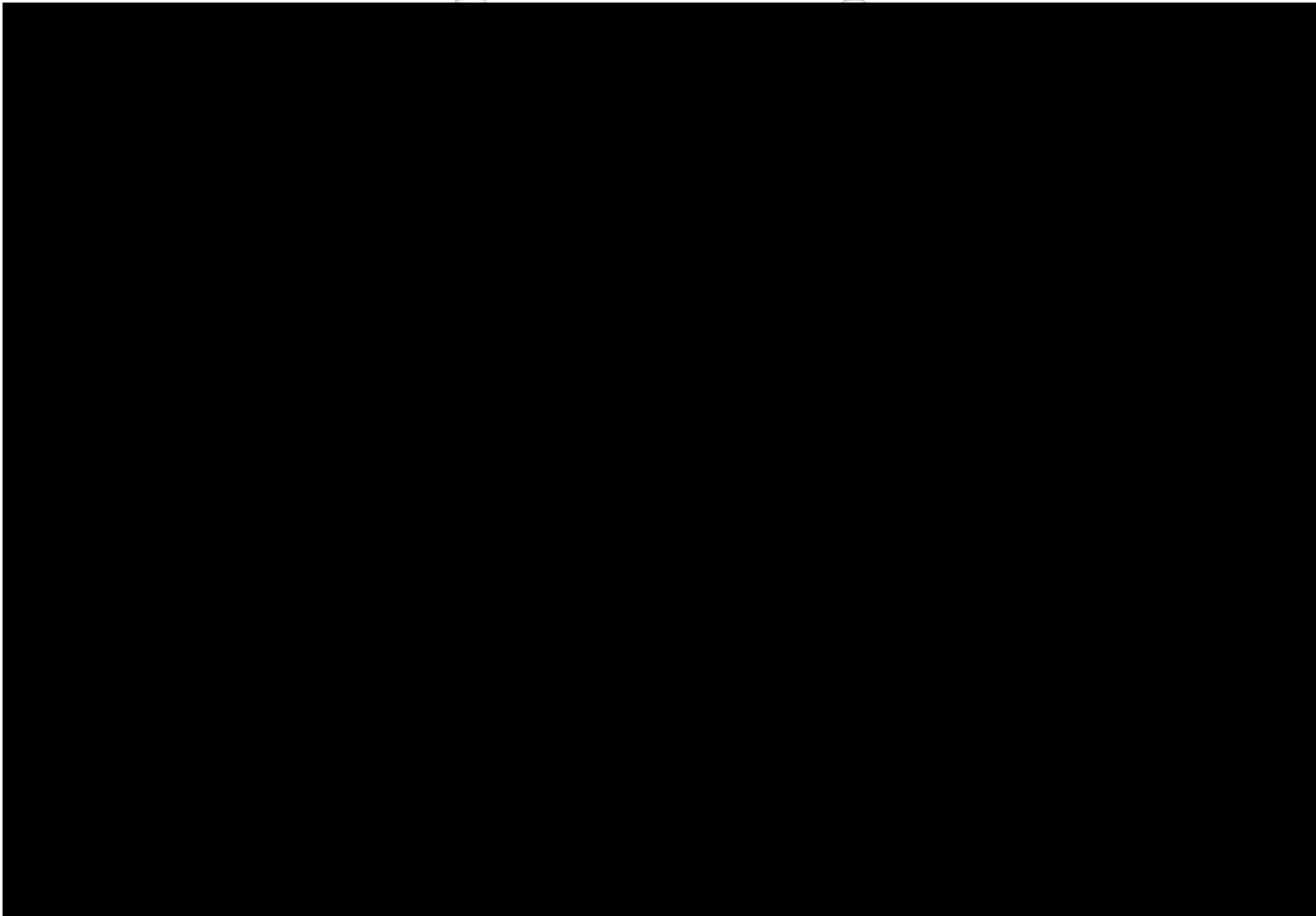


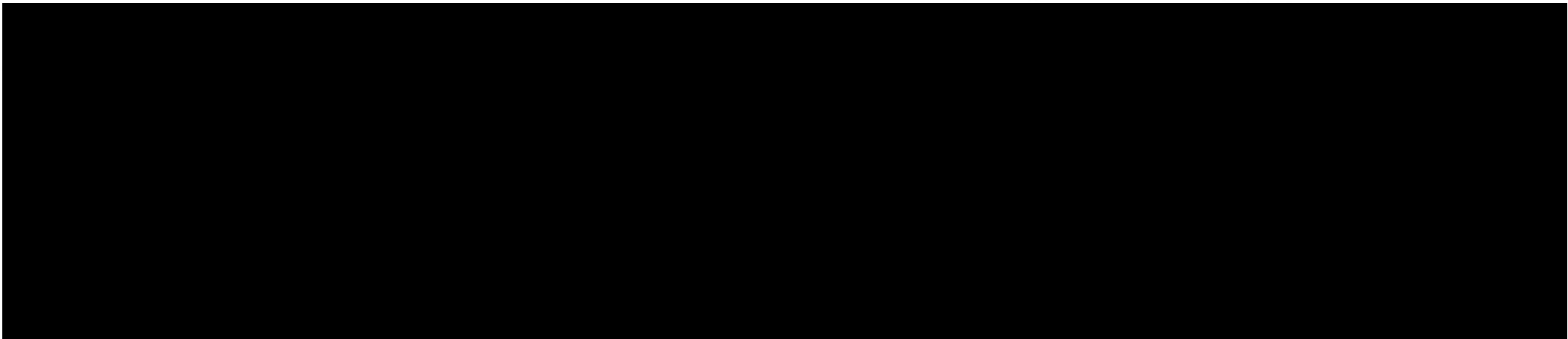
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