***Government Information (Public Access) Act 2009***

**Explanatory Table**

**Crows Nest Station Development Over Station Development Project Delivery Agreement (Development Lot A) Deed of Amendment**

Capitalised terms in this table have the meanings given to them in the Crows Nest Station Development Over Station Development Project Delivery Agreement (Development Lot A) Deed of Amendment (**DOA** **OSD PDA**), unless the context indicates otherwise.

In preparing this explanatory table, the Principal has:

* + 1. identified the reason(s) under the *Government Information (Public Access) Act 2009* (NSW) (**GIPA Act**) for each redaction; and
		2. weighed each redaction against the following key public interest considerations for disclosure:
			1. promoting open discussion of public affairs, enhancing government accountability or contributing to positive and informed debate on issues of public importance;
			2. creating public awareness and understanding on issues of public importance;
			3. enhancing government transparency and accountability;
			4. informing the public about the operations of the agency;
			5. ensuring effective oversight of the expenditure of public funds and the best use of public resources; and
			6. ensuring fair commercial competition within the economy.

Sydney Metro notes that redactions made to the Base PDA have been reflected in the schedules to the DOA OSD PDA and the rationale for those redactions remains the same (including in relation to any varied provisions).

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
| --- | --- | --- | --- | --- |
|  | Contents Page | The information redacted is schedules which have been redacted in the Base PDA.  | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information relates to a schedule that has been redacted in its entirety (Schedule E7 of the Base PDA); and
2. the efficacy of the redaction to the relevant schedule is dependent on the references to that schedule also being redacted. The explanation for the redaction of this schedule is set out in the explanation in row 122 of the Explanatory Table for the Base PDA.

 **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 4.1(v) – Amendment to Base PDA | The information redacted is part of the clause.  | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information relates to a schedule that has been redacted in its entirety (Schedule E7 of the Base PDA); and
2. the efficacy of the redaction to the relevant schedule is dependent on the references to that schedule also being redacted. The explanation for the redaction of this schedule is set out in the explanation in row 122 of the Explanatory Table for the Base PDA.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 – Amendments to the General Conditions – Contents Page | The information redacted is to a clause that has been redacted entirely in the general conditions. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. The redacted information relation to a clause that has been redacted in its entirety (clause 22.4 of the General Conditions as amended by the DOA OSD PDA); and
2. the efficacy of the redaction to the relevant clause is dependent on the references to that clause also being redacted. The explanation for the redaction of this clause is set out in the explanation in row ‎11 of this explanatory table.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 – Amendments to the General Conditions – Clause 1.1, Definition of 'Completion' | The information redacted is part of the definition. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and
2. exposing the redacted information would reveal the risk that the Developer was willing to accept in relation to the delivery of the OSD Works. It may also provide insight on the Developer capabilities, which would prejudice its legitimate business and commercial interests; and
3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 – Amendments to the General Conditions – Clause 2.2. | The information redacted is part of the clause. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and
2. exposing the redacted information would reveal the risk that the Developer was willing to accept in relation to the delivery of the OSD Works. It may also provide insight on the Developer capabilities, which would prejudice its legitimate business and commercial interests; and
3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 – Amendments to the General Conditions – Clause 3A.1 and 3A.2. | The information redacted is part of the clauses. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA including with regard to the Design Documentation; and
2. exposing the redacted information would reveal the risk that the Developer was willing to accept in relation to the delivery of the OSD Works. It may also provide insight on the Developer capabilities, which would prejudice its legitimate business and commercial interests; and
3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 – Amendments to the General Conditions – Clause 3A.4 | The information redacted is the entire clause. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and
2. exposing the redacted information would reveal the risk that the Developer was willing to accept in relation to the delivery of the OSD Works. It may also provide insight on the Developer capabilities, which would prejudice its legitimate business and commercial interests; and
3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 – Amendments to the General Conditions – Clause 4.3(b)(ii) | The information redacted is part of the clause. | Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and
2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 – Amendments to the General Conditions – Clause 7.6(c)  | The information redacted is part of the clause. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and
2. exposing the redacted information would reveal the risk that the Developer was willing to accept in relation to the delivery of the OSD Works. It may also provide insight on the Developer capabilities, which would prejudice its legitimate business and commercial interests; and
3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 – Amendments to the General Conditions – Clause 12.6 (*OSD Enabling Works (Gas Augmentation*)  | The information redacted is part of the clause. | *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out sensitive information regarding the rights and obligations of the parties in connection with OSD Enabling Works;
2. exposing the redacted information would reveal the apportionment of risk that the Principal and the Developer were willing accept with respect to these works under the OSD PDA. It may also provide insight into the parties' respective views on their potential capabilities and the likelihood of certain risks arising; and
3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
| 1.
 | Schedule 1 – Amendments to the General Conditions – Clause 22.4 | The information redacted is the entire clause. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the commercially sensitive apportionment of risk between the Principal and the Developer with respect to certain elements under the OSD PDA; and
2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 – Amendments to the General Conditions – 29.1(b)(xvi) | The information redacted is the entire subclause. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4* The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.*Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information relates to information that has been redacted in the OSD PDA general conditions. The explanation for the redaction of this schedule is set out in the explanation in row 66 of the Explanatory Table for the Base PDA;
2. exposing the information would reveal the level of risk that the Principal and the Developer was willing to accept under the OSD PDA. Exposing this information may also provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;
3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 3 – Amendments to Schedule A3 (*Modification Procedure*) – Clause 4 | The information redacted is part of the clause. | *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information pertains to the negotiated position on Modifications;
2. exposing the redacted information would reveal the apportionment of risk that the Principal and the Developer were willing accept with respect to Modifications under the OSD PDA. It may also provide insight into the Developer's views on its potential capabilities and the likelihood of certain risks arising; and
3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Inclusion of new Annexure A to Schedule A3 (*Modification Procedure*) | The information redacted is the entire schedule. | *Section 32(1)(a), paragraphs (b), (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4* The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors. The disclosure of this information may also reveal intellectual property in which the Developer has an interest.*Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out the fee to be paid for the development rights under the OSD PDA the disclosure of which would provide visibility on the Developer's cost structure and therefore the level of risk it was prepared to accept;
2. the redacted information sets out part of the negotiated positions under the Call Option Deed which is specific to the OSD PDA;
3. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA
4. this schedule also contains commercially sensitive information which is also intellectual property in which the Developer has an interest; and
5. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
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|  | Schedule 6 – Amendments to Schedule A7 (*Developer's Initial Program*) | The information redacted is the entire schedule.  | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Developer in relation to certain elements under the OSD PDA; and
2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 12 – Amendments to Schedule B4 (*Approved Engineer's Certificate (pre-Commencement*) | The information redacted is part of the Schedule. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and
2. exposing the redacted information would reveal the risk that the Developer was willing to accept in relation to the delivery of the OSD Works. It may also provide insight on the Developer capabilities, which would prejudice its legitimate business and commercial interests; and
3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 13 – Amendments to Schedule B5 (*Approved Engineer's Certificate (post-completion*) | The information redacted is part of the Schedule. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA;
2. exposing the redacted information would reveal the risk that the Developer was willing to accept in relation to the delivery of the OSD Works. It may also provide insight on the Developer capabilities, which would prejudice its legitimate business and commercial interests; and
3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
| 1.
 | Schedule 15 – Inclusion of new Schedule D1A (*Stages*) | The information redacted is the entire schedule.  | *Section 32(1)(a), paragraph (d) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*The disclosure of this information may reveal intellectual property in which the Developer has an interest.*Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. this schedule contains commercially sensitive information which is also intellectual property in which the Developer has an interest;
2. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA;
3. exposing the redacted information would reveal the risk that the Developer was willing to accept in relation to the delivery of the OSD Works. It may also provide insight on the Developer capabilities, which would prejudice its legitimate business and commercial interests; and
4. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 18 – Amendments to Schedule D5 (*Subdivisions Requirements*) | The information redacted is part of the schedule. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information describes specific requirements relating to the Subdivision under the OSD PDA;
2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 19 – Inclusion of new Schedule D11 (*Podium Occupation Licence*) | The information redacted is part of this schedule. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the fee to be paid for the Licence Fee and a figure representing the minimum figure of insurance coverage required by the Developer;
2. the disclosure of the redacted information would provide visibility on the Developer's cost structure and therefore the level of risk it was prepared to accept;
3. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to the timing and expiry of the Podium Occupation Licence; and
4. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 23 – Amendments to Schedule F1 (*Electronic Files*) | The information redacted is the entire schedule. | *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. exposing the redacted information would reveal commercially sensitive information that is unique to this OSD PDA and may ultimately expose the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and
2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 24 – Letter of Affirmation – Thirdi Group Pty Ltd | The information redacted is the entire schedule. | *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain obligations under the OSD PDA, and therefore the level of risk that the Developer was willing to accept; and
2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 25 – Letter of Affirmation – Total Surplus Holdings Limited | The information redacted is the entire schedule. | *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain obligations under the OSD PDA, and therefore the level of risk that the Developer was willing to accept; and
2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Execution page | The information redacted is the names and signatures of the signatories. | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures.The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above. |