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ROADS ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

NOTICE OF COMPULSORY ACQUISITION OF LAND

Griffith City Council declares with the approval of His Excellency the Lieutenant-Governor that the land described in the Schedule below, is acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for road purposes.

Dated at GRIFFITH this 6TH day of OCTOBER 2023



Brett Stonestreet
General Manager

Schedule

103/751730

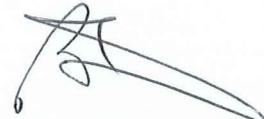
LOCAL GOVERNMENT ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

NOTICE OF COMPULSORY ACQUISITION OF LAND

Griffith City Council declares with the approval of His Excellency the Lieutenant-Governor that the land described in the Schedule below, is acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purpose of a water reservoir.

Dated at GRIFFITH this 6TH day of OCTOBER 2023



Brett Stonestreet
General Manager

Schedule

Lot 3 DP1291330 being part of the land comprised in folio 1/640685

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land for the Purposes of the Transport Administration Act 1988

Sydney Metro by its delegate declares, with the approval of Her Excellency the Governor, that the easement described in the Schedules below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by section 38C and clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

PETER REGAN
Chief Executive
Sydney Metro

SCHEDULE 1

An easement for rock anchors on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Sydney, in the Local Government Area of Sydney, Parish of St James and County of Cumberland, being that part of:

- Government Gazette 7 January 1835 Folios 9 to 10; and
- Conveyance Book 1103 No. 407,

shown marked "(RA)" in DP1296598.

SCHEDULE 2

1. EASEMENT FOR ROCK ANCHORS

1.1 Easement summary

This Easement provides the Authority Benefited with:

- (a) access to the Easement Site for the purpose of installing Rock Anchors; and
- (b) the right to have the Rock Anchors remain on the Easement Site at all times until expiry of the Easement under clause 1.3.

1.2 Terms of the Easement

- (a) The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to:
 - (i) enter on, pass and repass over the Easement Site at all times with or without Equipment for the Permitted Purpose and do anything reasonably necessary for that purpose including:
 - (A) entering the Lot Burdened to gain access to the Easement Site; and
 - (B) taking anything on to the Lot Burdened; and
 - (ii) have the Rock Anchors remain on the Easement Site until expiry of the Easement under clause 1.3.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
 - (i) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;
 - (ii) carry out all activities so as to cause as little inconvenience as is reasonably practicable to the Owner of the Lot Burdened or any Occupier;
 - (iii) take all necessary steps to minimise any adverse interference caused by the Authority Benefited to the Owner of the Lot Burdened or any Occupier; and
 - (iv) comply with all relevant laws relating to the exercise of those rights.

1.3 De-stressing of Rock Anchors and expiry of the Easement

- (a) As soon as practicable after the date on which the Authority Benefited no longer requires the rights under this Easement (and by no later than the date in paragraph 1.3(b)(i)), the Authority Benefited must:
 - (i) de-stress any stressed Rock Anchors but is not required to remove any Rock Anchors installed on the Easement Site pursuant to this Easement; and
 - (ii) notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
 - (i) 31 October 2035; and

- (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under paragraph (a)(ii).
- (c) If this Easement has expired under paragraph (b), the Owner of the Lot Burdened may, at its risk and cost, cut the Rock Anchors at any location within the Easement Site and otherwise deal with any part of the Rock Anchors within the Easement Site as the Owner of the Lot Burdened sees fit.

1.4 **Incorporation of definitions and interpretation clauses**

The provisions of clause 2 apply to this Easement to the extent relevant.

The name of the persons empowered to release, vary or modify this Easement:

The Authority Benefited.

2. **GENERAL**

2.1 **Exercise of the benefit of the Easement**

The Authority Benefited may, in its discretion, permit any of its Authorised Users to exercise its rights and perform its obligations under any Easement from time to time.

2.2 **Conditions**

Each of the Conditions constitute and are covenants and agreements by and between the Authority Benefited and the Owner of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements must pass with the benefit and burden of the Easement.

2.3 **Definitions**

Acquisition Notice means the acquisition notice effecting the acquisition of this Easement published in the Government Gazette.

Authorised Users means the agents, employees, contractors (and each of their subcontractors at any level) and consultants of the Authority Benefited and any other person authorised by the Authority Benefited to exercise the rights and perform the obligations of an Authorised User under this Easement.

Authority Benefited means Sydney Metro (ABN 12 354 063 515), a New South Wales Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW).

Building means the building and other structures (or any part of the building or other structures) on the Lot Burdened from time to time.

Conditions means the conditions contained in each Easement, excluding the section titled "Easement summary" and including the general provisions set out in this clause 2.

Easement means the easement in this instrument and includes the Conditions in relation to this easement.

Easement Site means the easement site described in Schedule 1 of the Acquisition Notice.

Equipment means all necessary tools, implements, materials, machinery and vehicles.

Existing Building Structures means any improvements located within the Easement Site at the commencement of the Easement.

Government Gazette means the official journal published by the NSW Government containing proclamations and notifications, including land acquisition notices.

Lot Burdened means the Lot described in Schedule 1 of the Acquisition Notice.

Occupier means any person who is legally entitled and authorised to occupy any part of the Lot Burdened from time to time.

Owner of the Lot Burdened means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation to the Lot Burdened.

Owners Corporation means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation or a community association.

Permitted Purpose means installing Rock Anchors within the Easement Site and all works and activities associated with such installation, including replacement or removal of the Rock Anchors.

Rock Anchors means ground anchors, rock anchors, rock bolts, rock pinning, soil nails, rock dowels and other structures or equipment for the purpose of temporarily supporting or temporarily protecting the works on land owned by the Authority Benefited or temporarily underpinning and supporting improvements erected on the Lot Burdened.

(Sydney Metro Document Number: SM-23-000996)

TRANSPORT ADMINISTRATION ACT 1988
LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land in the Local Government Area of Sydney.

Sydney Metro by its delegate declares, with the approval of Her Excellency the Governor, that the land described in schedules 1, 2, 3, 4, 5, and 6 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by section 38C and clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

PETER REGAN
Chief Executive
Sydney Metro

SCHEDULE 1

An easement for rock anchors variable width (limited in stratum) on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Sydney, in the Local Government Area of Sydney, Parish of St James and County of Cumberland, being that part of Lot 10 in Deposited Plan 777545 (being proposed Lot 170 in Deposited Plan 1291883) shown marked "(RA)" in DP1295684.

SCHEDULE 2

1. EASEMENT FOR ROCK ANCHORS

1.1 Easement summary

This Easement provides the Authority Benefited with:

- (a) access to the Easement Site for the purpose of installing Rock Anchors; and
- (b) the right to have the Rock Anchors remain on the Easement Site at all times until the expiry of the Easement under clause 1.3.

1.2 Terms of the Easement

- (a) The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to:
 - (i) enter on, pass and repass over the Easement Site at all times with or without Equipment for the Permitted Purpose and do anything reasonably necessary for that purpose including:
 - (A) entering the Easement Site; and
 - (B) taking anything on to the Easement Site; and
 - (ii) have the Rock Anchors remain on the Easement Site at all times until the expiry of the Easement under clause 1.3.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
 - (i) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;
 - (ii) carry out all activities so as to cause as little inconvenience as is reasonably practicable to the Owner of the Lot Burdened or any Occupier;
 - (iii) take all necessary steps to minimise any adverse interference caused by the Authority Benefited to the Owner of the Lot Burdened or any Occupier; and
 - (iv) comply with all relevant laws relating to the exercise of those rights.
- (c) Until the expiry of the Easement under clause 1.3, the Owner of the Lot Burdened must not conduct any works (including installing any structures or equipment for the purpose of supporting or protecting the Lot Burdened such as rock anchors) in the Easement Site.

1.3 Expiry of the Easement

- (a) At any time after 31 December 2024, the Owner of the Lot Burdened may notify the Authority Benefited in writing that the Owner of the Lot Burdened intends to cut or de-stress the Rock Anchors for the purpose of redevelopment of the Lot Burdened.
- (b) As soon as practicable after the date on which the Rock Anchors are cut or de-stressed in accordance with clause 1.3(a), the Owner of the Lot Burdened must provide written evidence to the reasonable satisfaction of the Authority Benefited that the Rock Anchors have been cut or de-stressed (including any other information the Authority Benefited may reasonably require for this purpose).

- (c) Following receipt of the information referred to in clause 1.3(b) and the Authority Benefited confirming in writing to the Owner of the Lot Burdened that the Authority Benefited is satisfied that the Rock Anchors have been cut or de-stressed, this Easement will expire on the date of such confirmation.
- (d) If this Easement has expired under clause 1.3(c):
 - (i) the Owner of the Lot Burdened and the Authority Benefited must, if requested by the other party, take all reasonable steps to remove this Easement from the title of the Lot Burdened as soon as practicable, including preparing and executing all necessary documents and producing the relevant certificates of title at Land Registry Services NSW; and
 - (ii) whether or not the Easement has been removed from the title of the Lot Burdened under clause 1.3(d)(i), the Owner of the Lot Burdened may at any time after the Easement has expired under clause 1.3(c), at its risk and cost, cut the Rock Anchors at any location within the Easement Site and otherwise deal with any part of the Rock Anchors within the Easement Site as the Owner of the Lot Burdened sees fit.
- (e) For the avoidance of doubt, nothing in this Easement requires the Authority Benefited to de-stress, cut or remove any Rock Anchors installed on the Easement Site.

1.4 **Incorporation of definitions and interpretation clauses**

The provisions of clause 2 apply to this Easement to the extent relevant.

The name of the persons empowered to release, vary or modify this Easement:

The Authority Benefited.

2. **GENERAL**

2.1 **Exercise of the benefit of the Easement**

The Authority Benefited may, in its discretion, permit any of its Authorised Users to exercise its rights and perform its obligations under this Easement from time to time.

2.2 **Conditions**

Each of the Conditions constitute and are covenants and agreements by and between the Authority Benefited and the Owner of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements must pass with the benefit and burden of the Easement.

2.3 **Definitions**

Acquisition Notice means the acquisition notice effecting the acquisition of this Easement published in the Government Gazette.

Authorised Users means the agents, employees, contractors (and each of their subcontractors at any level) and consultants of the Authority Benefited and any other person authorised by the Authority Benefited to exercise the rights and perform the obligations of an Authorised User under this Easement.

Authority Benefited means Sydney Metro (ABN 12 354 063 515), a New South Wales Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW).

Building means the building and other structures (or any part of the building or other structures) on the Lot Burdened.

Conditions means the conditions contained in this Easement, excluding the section titled "Easement summary" and including the general provisions set out in this clause 2.

Easement means the easement in this instrument and includes the Conditions in relation to that easement.

Easement Site means the easement site set out in Schedule 1 of the Acquisition Notice.

Equipment means all necessary tools, implements, materials, machinery and vehicles.

Government Gazette means the official journal published by the NSW Government containing proclamations and notifications, including land acquisition notices.

Lot Burdened means the Lot set out in Schedule 1 of the Acquisition Notice.

Occupier means any person who is legally entitled and authorised to occupy any part of the Lot Burdened from time to time.

Owner of the Lot Burdened means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation to the Lot Burdened.

Owners Corporation means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation or a community association.

Permitted Purpose means installing Rock Anchors within the Easement Site and all works and activities associated with such installation, including replacement or removal of the Rock Anchors.

Rock Anchors means ground anchors, rock anchors, rock bolts, rock pinning, soil nails, rock dowels and other structures or equipment for the purpose of supporting or protecting the works on land owned by the Authority Benefited or underpinning and supporting improvements erected on the Lot Burdened.

SCHEDULE 3

A construction lease on the terms set out in Schedule 4, and over that part of that piece or parcel of substratum land situated in the Local Government Area of Sydney, Parish of St James and County of Cumberland, being that part of:

- (a) Lot 7028 in Deposited Plan 1077148 shown as "(L1)"; and
- (b) Lot 20 in Deposited Plan 859014 shown as "(L2)", in DP1295246.



Construction Lease

Sydney Metro

ABN 12 354 063 515

Part 1 Shakespeare Place and part 5030
Shakespeare Place, Sydney

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PARTIES:

- (1) The registered proprietor from time to time of each Lot or part thereof forming part of the Premises (**Landlord**); and
- (2) Sydney Metro (ABN 12 354 063 515) a NSW Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW) of Level 43, 680 George Street, Sydney NSW 2000 (**Sydney Metro**).

RECITALS

- (A) Sydney Metro requires access to the Premises for the Permitted Use for the purposes of the Project.
- (B) Sydney Metro has compulsorily acquired a lease on the terms of this document from the Landlord in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this lease:

Acquisition Notice means the acquisition notice effecting the acquisition of a lease on the terms of this document published in the Government Gazette.

Business Day means any day other than a Saturday, Sunday or public holiday in New South Wales or 27, 28, 29, 30 or 31 December.

Commencing Date means the date of publication of the Acquisition Notice.

Contractor means the contractor or contractors, as the case may be, engaged by Sydney Metro from time to time to carry out the Works.

Government Gazette means the official journal published by the NSW Government containing proclamations and notifications, including land acquisition notices.

GST Law means the same as "GST law" means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Infrastructure means any of the Landlord's infrastructure located within the Premises and includes storm water drainage, pipes and conduits.

Landlord means, in respect of each Lot or part thereof forming part of the Premises, the registered proprietor of that Lot from time to time.

Law means:

- (a) Commonwealth, New South Wales or local government legislation including regulations, by-laws and other subordinate legislation;
- (b) principles of law or equity established by decisions of courts; and
- (c) any approvals (including any condition or requirement under them) in connection with the carrying out of the Works.

Permitted Use means investigation, design, construction, testing, commissioning, completion and access in accordance with the approval granted to Sydney Metro under the *Environmental Planning and Assessment Act 1979* (NSW) for the purpose of carrying out the Project.

Premises means:

- (a) that part of Lot 7028 in Deposited Plan 1077148 shown as "(L1)" on DP1295246, being substratum land comprising part of 1 Shakespeare Place, Sydney; and

- (b) that part of Lot 20 in Deposited Plan 859014 shown as "(L2)" on DP1295246, being substratum land comprising part of 5030 Shakespeare Place, Sydney.

Project means the Sydney Metro West project.

Sydney Metro's Agents means:

- (a) Sydney Metro's employees, officers, consultants, agents, contractors and invitees or any of them;
- (b) the Contractor; and
- (c) the Contractor's employees, officers, consultants, agents, contractors and invitees or any of them.

Term means the term of the lease granted pursuant to this document, beginning on the Commencing Date and ending on the earlier of:

- (a) the Terminating Date; and
- (b) such earlier date as determined in accordance with clause 8.

Terminating Date means the date five (5) years following the date of publication of the Acquisition Notice.

WHS Act means the *Work Health and Safety Act 2011* (NSW).

WHS Legislation means legislation relating to health and safety at work including:

- (a) the WHS Act; and
- (b) the WHS Regulation.

WHS Regulation means the *Work Health and Safety Regulation 2017* (NSW).

Works means any Project works carried out on the Premises by Sydney Metro or its Contractors in accordance with consents and approvals granted to Sydney Metro under the *Environmental Planning and Assessment Act 1979* (NSW).

1.2 Interpretation

In this lease:

- (a) headings are for convenience only and do not affect interpretation; and
- (b) the following rules apply in interpreting this lease unless the context makes clear a rule is not intended to apply:
 - (i) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
 - (ii) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
 - (iii) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
 - (iv) a reference to a document (including this lease) is to that document as varied, novated, ratified or replaced from time to time;

- (v) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (vi) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (vii) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this lease, and a reference to this lease includes all schedules, exhibits, attachments and annexures to it;
- (viii) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (ix) **includes** in any form is not a word of limitation;
- (x) a reference to **\$** or **dollar** is to Australian currency;
- (xi) terms defined in the GST Law have the same meaning in this lease unless the context otherwise requires; and
- (xii) if a party is a member of a GST group, references to GST which the party must pay and to input tax credits which the party is entitled to claim include GST which the representative member of the GST group of which the party is a member must pay and input tax credits to which the representative member is entitled.

1.3 **Business Day**

If the day on or by which anything is to be done under this lease is not a Business Day, that thing must be done no later than the next Business Day.

1.4 **Excluding liability**

Any provision of this lease which seeks to limit or exclude a liability of a party is to be construed as doing so only to the extent permitted by law.

1.5 **Exclusion of implied covenants and powers**

The covenants and powers implied by section 84, section 84A, section 85, section 86, section 132, section 133, section 133A and section 133B of the *Conveyancing Act 1919* (NSW) do not apply to this lease.

2. **SYDNEY METRO'S OBLIGATIONS**

2.1 **Permitted Use**

- (a) Sydney Metro must use the Premises only for the Permitted Use.
- (b) The Landlord and Sydney Metro acknowledge and agree that:
 - (i) the Infrastructure located within the Premises at the Commencing Date may be removed by Sydney Metro; and
 - (ii) Sydney Metro will only reinstate the Infrastructure in accordance with the conditions of any consent granted to Sydney Metro under the *Environmental Planning and Assessment Act 1979* (NSW) for the purpose of carrying out the Project, when this lease ends.

3. COMPLIANCE WITH LEGISLATIVE AND WHS REQUIREMENTS

3.1 Compliance with Laws

- (a) Sydney Metro must, and must procure that the Contractor will, at all times fully comply with all Laws in any way affecting or applicable to the Works.
- (b) Sydney Metro may subcontract the performance of the Works to one or more Contractors. The Landlord acknowledges and agrees that the rights granted to Sydney Metro under this lease may be exercised on behalf of Sydney Metro by its Contractors provided that the Contractors comply with the terms of this lease.

3.2 Principal Contractor

- (a) In this clause 3.2, the terms "construction work", "construction project", "principal contractor" and "workplace" have the same meanings given to those terms under the WHS Legislation.
- (b) Without limiting Sydney Metro's obligations under any other provision of this lease:
 - (i) to the extent that the work under this lease or any contract or subcontract relating to the Works includes construction work, Sydney Metro:
 - (A) is, for the purpose of Chapter 6 of the WHS Regulation, a person conducting a business or undertaking that has commissioned the construction project(s) that form the whole or part of the work under this lease, the contract or subcontract;
 - (B) will engage the Contractor (as notified to the Landlord by Sydney Metro) in accordance with clause 293(2) of the WHS Regulation as the principal contractor for the work under this lease, the contract or subcontract; and
 - (C) will authorise the Contractor to have management and control of each workplace at which the work under this lease, the contract or subcontract is to be carried out and to discharge the duties of a principal contractor under the WHS Legislation; and
 - (ii) Sydney Metro will procure that the Contractor accepts the engagement as principal contractor and agrees to discharge the duties imposed on a principal contractor by the WHS Legislation,
- (c) and the Contractor's engagement and authorisation as a principal contractor will continue:
 - (i) subject to clause 3.2(c)(ii), until completion of the Works (unless sooner revoked by Sydney Metro); and
 - (ii) in respect of any rectification of defects that is construction work, during the period any such work is carried out.

3.3 Work Health and Safety

Sydney Metro must carry out the Works on the Premises:

- (a) safely and in a manner that does not put the health and safety of persons at risk; and
- (b) in a manner that protects property.

4. QUIET ENJOYMENT

Subject to Sydney Metro complying with its obligations under this lease, Sydney Metro may occupy the Premises during the Term without interference from the Landlord.

5. RISK

Sydney Metro enters, occupies, uses and keeps the Premises, and Sydney Metro's Agents are permitted to access, occupy, use and keep the Premises, at the risk of Sydney Metro.

6. GST

6.1 Payment of GST

If GST is or will be payable on a supply made under or in connection with this lease, to the extent that the consideration otherwise provided for that supply under this lease is not stated to include an amount in respect of GST on the supply:

- (a) the consideration otherwise provided for that supply under this lease is increased by the amount of that GST; and
- (b) the recipient must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided or, if the consideration has already been paid or provided, within seven days of receiving a written demand from the supplier.

6.2 Tax invoice/adjustment note

The right of the supplier to recover any amount in respect of GST under this lease on a supply is subject to the issuing of the relevant tax invoice or adjustment note to the recipient within the time period within which the recipient is otherwise entitled to the relevant input tax credits.

6.3 Change in the GST Law

If the GST Law changes (including without limitation as a result of a change in the GST rate) after the date of this lease, any consideration that expressly includes GST must be adjusted to reflect the change in the GST Law.

6.4 Indemnities and reimbursement

- (a) Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party or used as the basis for calculation of consideration for a supply under this lease must exclude the amount of GST referable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue.
- (b) The parties each indemnify the other against all GST, and losses, liabilities and expenses (including legal liabilities on a full indemnity basis) that the other incurs (directly or indirectly) as a result of a breach of a warranty or other provision in this lease relating to GST.

7. HOLDING OVER

If Sydney Metro continues to occupy the Premises after the Terminating Date with the Landlord's consent, Sydney Metro occupies the Premises under a monthly lease that:

- (a) either party may terminate on 1 month's notice ending on any day by giving notice in writing to the other; and
- (b) is on the same terms as this lease (with any changes appropriate to a monthly lease).

8. TERMINATION

- (a) Sydney Metro may terminate this lease at any time during the Term by giving the Landlord one month's prior written notice specifying the date that the lease will come to an end (the **Surrender Date**).

- (b) With effect from but not including the Surrender Date:
 - (i) Sydney Metro, as beneficial owner, surrenders Sydney Metro's interest in this lease and the Premises to the Landlord; and
 - (ii) the Landlord accepts that surrender.
- (c) On or before the Surrender Date, Sydney Metro must leave the Premises and return the Premises to the Landlord in the condition required by clause 2.1(b)(ii).
- (d) With effect from the Surrender Date, each party releases the other from any liability relating to events or circumstances occurring or arising after the Surrender Date.

9. GENERAL

9.1 Governing law

This lease is governed by and must be construed according to the law applying in New South Wales.

9.2 Sydney Metro and the Landlord as public authorities

The Landlord and Sydney Metro acknowledge and agree that nothing in this lease will in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of either of Sydney Metro or the Landlord (if applicable) to exercise any of its functions and powers pursuant to any legislation.

10. TRANSFER OF FUNCTIONS

- (a) The parties acknowledge that:
 - (i) a Public Transport Agency may be reconstituted, renamed, dissolved, replaced or restructured and that some or all of the powers, functions, assets, rights, liabilities or responsibilities of a Public Transport Agency may be transferred to or vested in another entity;
 - (ii) if a Public Transport Agency is reconstituted, renamed, dissolved, replaced or restructured and/or some or all of that Public Transport Agency's powers, functions, rights or responsibilities are transferred to or vested in another entity, then unless otherwise notified by the Public Transport Agency, references in this lease to that Public Transport Agency must, subject to any facilitative legislation, be deemed to refer, as applicable, to the reconstituted, renamed, restructured or new entity or entity replacing that Public Transport Agency to the extent that such entity has assumed or has had transferred to it or vested in it those powers, functions, rights or responsibilities; and
 - (iii) a Public Transport Agency may be required to or may, at its absolute discretion, elect to (including as a result of changes to New South Wales Government policy or directions) acquire, or dispose of, any property or assets.
- (b) The Landlord acknowledges and agrees that it must, to the extent required by a Public Transport Agency and without limiting any facilitative legislation, negotiate in good faith any variations required to this lease, or any replacement agreement or agreements for this lease to give effect to a Public Transport Agency being reconstituted, renamed, dissolved, replaced or restructured.
- (c) The Landlord will be taken for all purposes to have consented to, and will not have, and no Public Transport Agency will be liable for, any claim as a result of any action, matter or circumstance referred to in, or contemplated by clause 10.

For the purposes of the above:

- (d) 'another entity' means a government or semi-government entity including any agency, statutory corporation, statutory authority, department or state owned corporation; and

- (e) Public Transport Agency means Transport for NSW (and each of its divisions), RailCorp, Sydney Metro, Sydney Trains and NSW Trains.

SCHEDULE 5

All those pieces of substratum land situated in the Local Government Area of Sydney, Parish of St Philip and County of Cumberland, comprising of the following lots:

1. Lot 224 in DP1294521 being part of the land in the Folio of the Register 1/909451
2. Lot 223 in DP1294521 being part of the land in the Folio of the Register 7/853331
3. Lot 225 in DP1294521 being part of the land in the Folio of the Register 7301/1164920
4. Lots 227 and 228 in DP1294521 being part of Wynyard Park as notified in Government Gazette 07.10.1887, Folio 6658
5. Lot 226 in DP1294521, being part of York St
6. Lot 228 in DP1294521, being part of York St

SCHEDULE 6

All those pieces of substratum land situated in the Local Government Area of Sydney, Parish of St James and County of Cumberland, comprising of the following lots:

1. Lot 13 in DP1295242 being part of the land in the Folio of the Register 2/859014
2. Lot 14 in DP1295242 being part of the land in the Folio of the Register 19/859014
3. Lot 15 in DP1295242 being part of the land in the Folio of the Register 20/859014
4. Lot 21 in DP1295243 being part of the land in the Folio of the Register 7028/1077148
but excluding from the acquisition AH697997 Easement for electricity and other purposes designated (E1) in DP1169651.
5. Lot 31 in DP1295244 being part of the land in the Folio of the Register 1824/841390
6. Lot 41 in DP1295245 being part of the land in the Folio of the Register 1013/1199151
7. Lot 16 in DP1295242, being parts of Macquarie St