

Schedule 2 - Conditions Precedent Schedule

Document for Release

Execution Version

Condition Precedent	Benefiting Party	Condition Precedent Deadline
<p>1. Project Documents</p> <p>Project Co delivering to the State original counterparts of each of the State Project Documents (other than this Agreement, any Construction Licence related to Licensed Construction Areas not required to be made available prior to Financial Close, the Maintenance Licence, the Lease and the Utility Agreement) and certified copies of all other Project Documents (other than the Direct Interface Agreements and the Proof Engineer Deed of Appointment), in each case duly executed by each of the parties to the documents other than the State, and each in form and substance satisfactory to the State.</p>	<p>State and Project Co</p>	<p>30 October 2014</p>
<p>2. Counterparty Details</p> <p>The State receiving the Counterparty Details.</p>	<p>State</p>	<p>30 October 2014</p>
<p>3. Legal Opinions</p> <p>The State receiving legal opinions given for the benefit of the State in form and substance satisfactory to it from solicitors acting for each Consortium Member as to customary matters for an opinion of this nature including:</p> <ul style="list-style-type: none"> a) the legal capacity and corporate power of that Consortium Member to enter into and perform its obligations under the Project Documents to which it is a party; b) the enforceability against the relevant Consortium Member of the Project Documents to which it is a party; and c) due execution by the Consortium Member of the Project Documents to which it is a party. 	<p>State</p>	<p>30 October 2014</p>
<p>4. Pre-Rate Set Satisfaction Notice</p> <p>The State receiving an original pre-rate set satisfaction notice in form and substance satisfactory to the State Representative signed by</p>	<p>State</p>	<p>30 October 2014</p>

CLAYTON UTZ

Stage One - East West Link
 Schedule 2 - Conditions Precedent

Commercial in Confidence

Condition Precedent	Benefiting Party	Condition Precedent Deadline
<p>the Agent confirming that all initial conditions precedent to funding and drawdown of the facilities for the Project (including the satisfaction of conditions precedent under any other Project Documents) have been satisfied or waived in accordance with the terms of the Finance Documents, save for those specified in the notice which will be satisfied upon the occurrence of the agreed actions listed in the notice.</p>		
<p>5. D&C Phase Insurances</p> <p>Project Co delivering to the State in respect of the Insurances required to be effected under clause 38.1:</p> <ul style="list-style-type: none"> a) certified copies of the fully subscribed and executed policies relating to such Insurances in form and substance satisfactory to the State; and b) certificates from an insurance broker as to the currency of all such Insurances and confirming that the State or its Associates are insured under the policy (to the extent this is required under this Agreement). 	State	30 October 2014
<p>6. Financial Close Financial Model</p> <p>The State receiving an electronic copy of the Financial Close Financial Model initialled by Project Co and the Agent.</p>	State	30 October 2014