




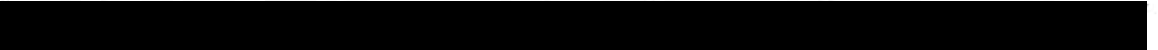
# Deed of Settlement and Release

**The Crown in Right of Tasmania**

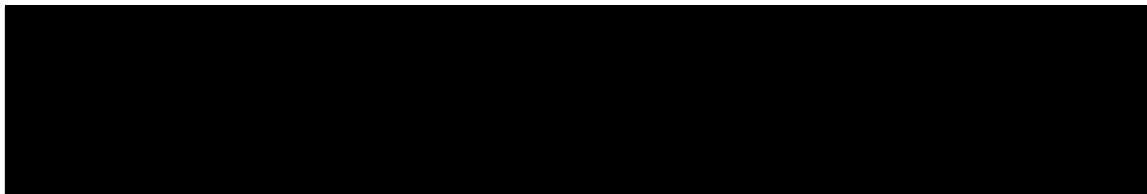
**John Holland Pty Ltd and Fairbrother Pty Ltd trading as John Holland –  
Fairbrother Joint Venture**

M/N 170586

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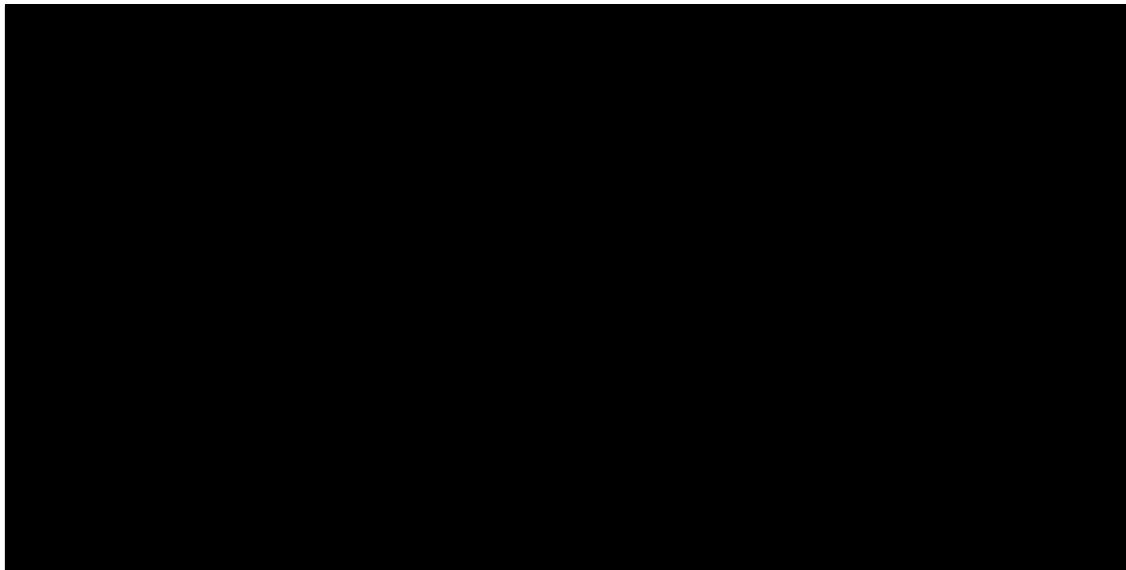
Date 29 JUNE 2021

## Parties

1. **The Crown in Right of Tasmania** represented by the Tasmanian Department of Health, 22 Elizabeth Street, Hobart, Tasmania 7000,  
(the **Principal**).
2. **John Holland Pty Ltd** (ABN 11 004 282 268) and **Fairbrother Pty Ltd** (ABN 51 009 510 561) trading as **John Holland – Fairbrother Joint Venture** of Level 9, 180 Flinders Street, Melbourne, Victoria 3000,  
(the **Managing Contractor**).

## Recitals

- A. The Principal and the Managing Contractor (together, the **Parties**) entered into a Managing Contractor Contract on 2 September 2013 regarding the Royal Hobart Hospital Redevelopment Project (the **Project**).



- D. The Parties have engaged cooperatively and in good faith [REDACTED]
- E. In the period directly prior to the end of the Defects Liability Period (as defined) under the Contract, the Principal's Representative identified a number of outstanding defects in the Works which it directed the Managing Contractor to rectify. [REDACTED]
- F. On 23 April 2021, the Parties executed a non-binding heads of agreement which records the terms of settlement between the Parties in relation to the Disputes [REDACTED]
- G. On 21 May 2021, the Parties executed a Standstill Agreement, pursuant to which they agreed to a moratorium of certain correspondence under the Contract in respect of matters addressed in the non-binding heads of agreement pending execution of this Deed.

- H. The Parties enter into this Deed to:
- a. record the terms on which the Disputes are settled; and
  - b. agree the process and time by which the Parties are required to take certain actions in order to give effect to the settlement of the Disputes, without any admission of liability.
- I. The Parties intend for this Deed to take precedence over both the Heads of Agreement and the Standstill Agreement.

## Operative provisions

### 1. Defined terms and interpretation

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#### 1.1 Defined terms

In this Deed, the defined terms have the meaning given under this clause 1 (or if not defined in this Deed, have the meaning given in the Contract [REDACTED] as the context requires):

[REDACTED]

**Bank Guarantees** means the security provided by the Managing Contractor to the Principal pursuant to the Contract identified in clauses 2.2(a)(ii)(A) and 2.2(a)(ii)(B) of this Deed.

**Claim** means any and all claims, complaints, actions, proceedings, demands, suits or causes of action (including by way of contribution or indemnity) of any nature howsoever arising and whether present, unascertained or future, whether in connection with a liability or otherwise and whether arising under contract, tort (including negligence), statute, in equity or under the principle of estoppel or restitution or otherwise at law.

**the Clause 53.12(c) Exceptions** means:

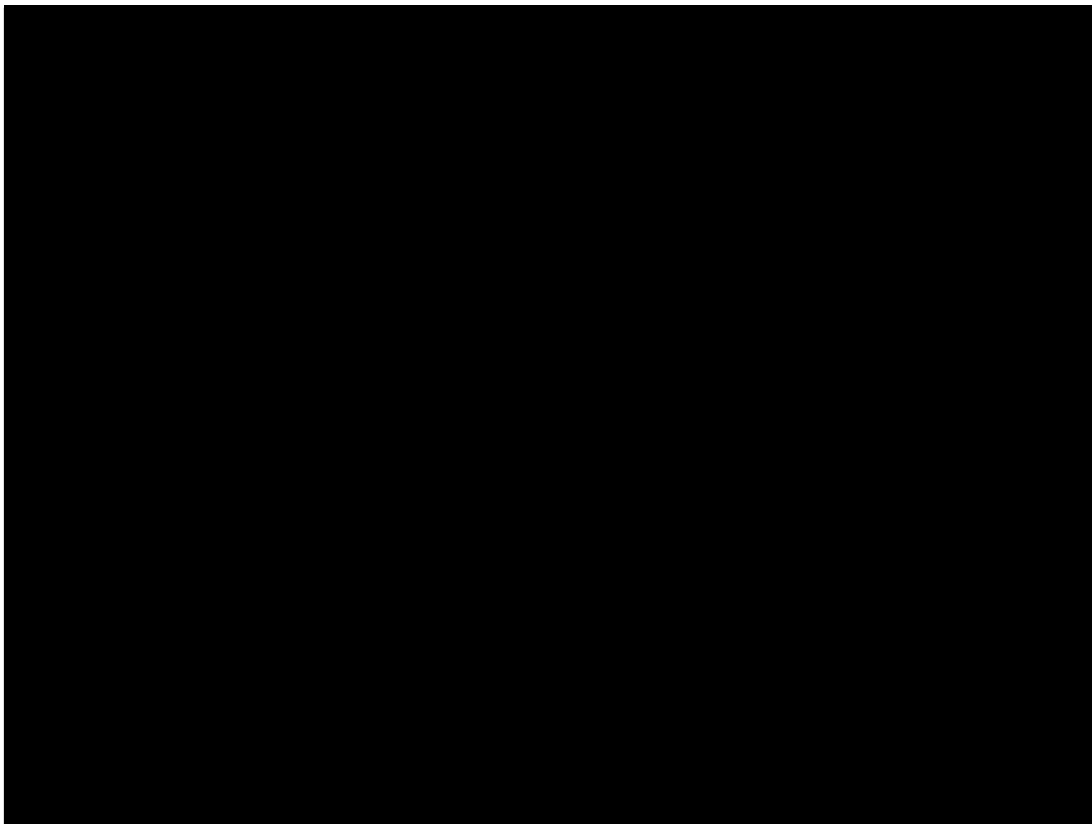
- (a) the case of fraud, dishonesty, or fraudulent concealment relating to the work under the Contract or any part thereof or to any matter that a notice given under this Deed evidences that item(s) have been completed in accordance with the terms of the Contract and that any necessary effect has been given to all the terms of the Contract in respect of those item(s); or
- (b) any defect (including omission) in the Works or any part thereof which was not apparent, or which would not have been disclosed upon reasonable inspection, at the time of the execution of this Deed (noting that [REDACTED] will not be relied upon in any assessment pursuant to this limb).

**Contract** means the Managing Contractor Contract executed by the Parties on 2 September 2013 regarding the Project, as subsequently amended.

**Contract Information Table** means the table set out in Schedule 4.

**this Deed** means this deed and includes all its annexures, appendices, attachments and schedules (if any).

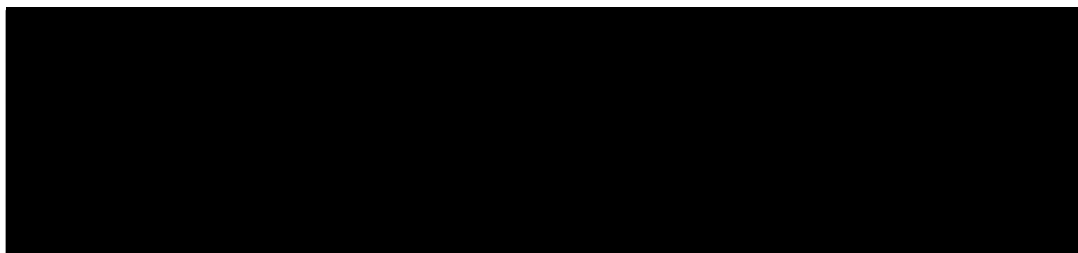
[REDACTED]



**Facility** means the Royal Hobart Hospital.

**Government Body** includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

**Heads of Agreement** means the non-binding heads of agreement which records the terms of settlement between the Parties in relation to the Disputes, executed by the Parties [REDACTED] on 23 April 2021.



**Parties** has the meaning given in Recital A.

**Related Body Corporate** means in relation to a body corporate, a body corporate which is related to it within the meaning of section 50 of the *Corporations Act 2001* (Cth).

**Replacement Bank Guarantees** means security in the form of two approved unconditional undertakings as per Schedule 2 of the Contract, given by an approved financial institution [REDACTED]



**Standstill Agreement** means the agreement referred to in Recital G executed on behalf of the Parties on 21 May 2021.

## **1.2 Interpretation**

Clauses 1 and 2.2 of the Contract (including by incorporation) apply to this Deed as if set out in full.

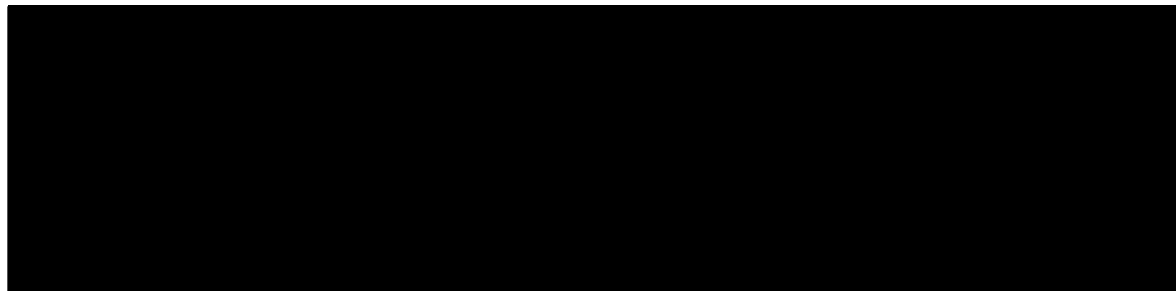
## **1.3 Recitals**

The Recitals form part of this Deed.

## **1.4 Extent of releases**

In this Deed (including the recitals), unless the context or this Deed otherwise requires:

- (a) Where a Party (the **first Party**) releases another Party (the **second Party**) in respect of a matter or thing, the first Party will be deemed to have released and forever discharged the second Party from any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), expenses and liabilities of whatever nature and however arising which the first Party may now have or at any time thereafter might have or, but for the execution of this Deed, might have had against the second Party arising out of or in any way connected with or incidental to that matter or thing;
- (b) A release from Claims or indemnity by or in favour of a corporation extends to a Related Body Corporate of the corporation and to the officers, employees (past and present), consultants, contractors, representatives and agents from time to time of the corporation and any such Related Body Corporate; and
- (c) In this Deed unless the context requires otherwise, a release or indemnity in favour of the Principal extends to its officers, employees (past and present), consultants, contractors, representatives and agents from time to time.



## **2. Terms of Settlement**

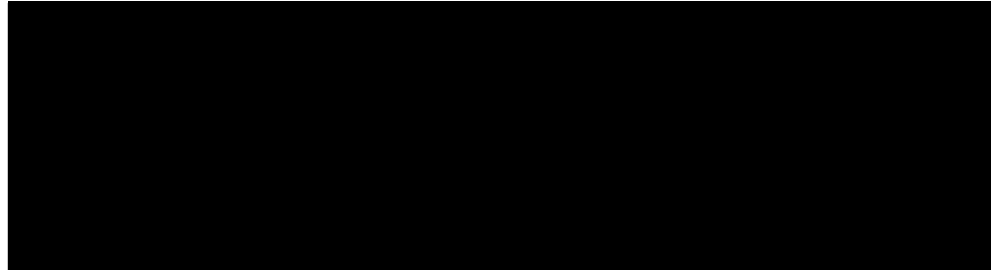
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### **2.1 Payment**

- (a) In consideration for the terms of this Deed, subject to clause 2.1(b) of this Deed the Principal will pay the Settlement Money to the Managing Contractor no later than 14 days after the execution of this Deed.
- (b) Payment under clause 2.1(a) of this Deed will be subject to receipt by the Principal from the Managing Contractor of a tax invoice in the amount of the Settlement Money.
- (c) The Settlement Money must be paid by electronic transfer to an account nominated by the Managing Contractor.

## **2.2 Bank guarantees**

- (a) Within 5 business days of the execution of this Deed:
  - (i) the Managing Contractor will provide the Principal with the Replacement Bank Guarantees; and



at a time and place to be agreed by the Principal and Managing Contractor's Representative in Hobart, Tasmania.

- (b) The Principal will release the Replacement Bank Guarantees or so much as may remain after the application of clause 2.2(d) and 2.2(e) of this Deed, to the Managing Contractor within 5 business days after expiry of the last defects liability period to expire under clause 2.3(c) below.
- (c) The Replacement Bank Guarantees are for the purpose of ensuring and securing the Managing Contractor's due and proper performance of its obligations under this Deed.
- (d) The Principal may only have recourse to the Replacement Bank Guarantees to the extent that it considers, acting in good faith, that the Managing Contractor is in breach of any of its obligations under this Deed, and the demand is for an amount that the Principal considers is due and payable or recoverable as loss suffered under the Contract, this Deed or at law as a result of that breach.
- (e) The Principal may at any time, convert into money security that does not consist of money whether or not the Principal is then entitled to exercise a right under this Deed in respect of the security. The Principal must give not less than five 5 business days notice to the Managing Contractor before conversion of security. The sole purpose of the Principal giving notice to the Managing Contractor of conversion of security is to allow the Managing Contractor to remedy any default or provide cash substitution for the security. The Managing Contractor must not institute any proceedings or exercise any other rights or take any other steps whatsoever to prevent or restrain the financial institution which has provided the security from providing recourse to that security.

## **2.3 Rectification of Defects**

- (a) In consideration of the other provisions of this Deed, and subject to clause 2.3(b) below, the Managing Contractor is to rectify the defects [REDACTED] by the date which is 12 months after payment of the Settlement Money by the Principal, in accordance with the Contract and to the standard that would be required in respect of defect rectification carried out under the Contract.
- (b) Access to the Facility for the purposes of the rectification referred to in clause 2.3(a) will be provided by the Principal as reasonably required for the rectification of the defects [REDACTED] noting that any rectification must be carried out at times and in a manner which cause as little inconvenience to the occupants or users of the Works as is reasonably possible and subject to any conditions



that the Principal's Representative may reasonably impose to ensure compliance with clause 26 of the Contract.

- (c) The Parties agree that a separate defects liability period of 12 months' duration in respect of the work of rectification in respect of each defect [REDACTED] shall commence on the date the Managing Contractor completes the work of rectification required by clause 2.3(a) of this Deed in respect of each defect [REDACTED] to the reasonable satisfaction of the Principal's Representative. Clause 48 of the Contract shall apply in respect of the work of rectification and the separate defects liability period for that work of rectification.

## **2.4 Joint Inspection**

The Parties agree that in respect of the items in [REDACTED] this Deed:

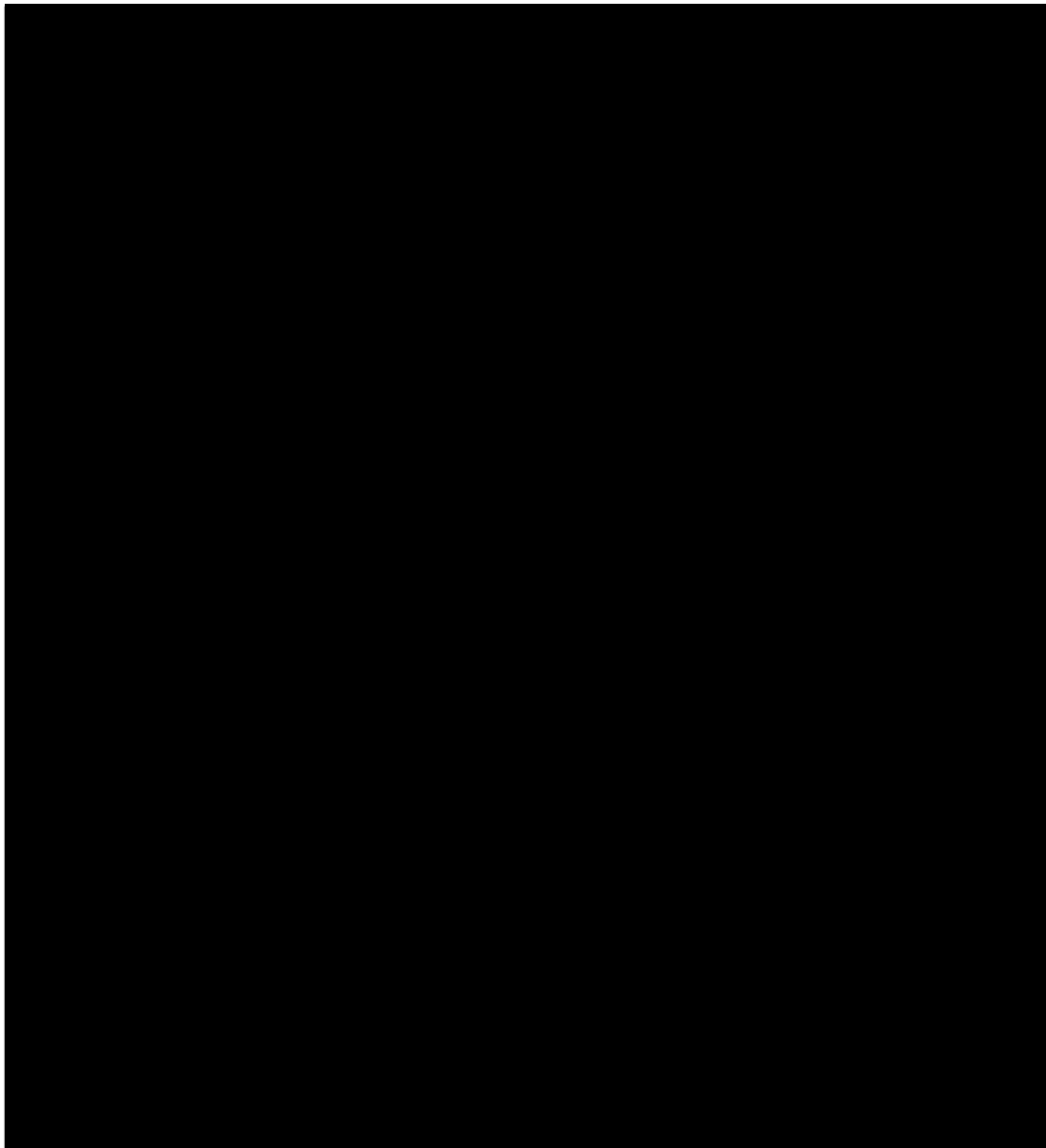
- (a) The representatives of the Principal's Representative and Managing Contractor [REDACTED] will progressively inspect each item jointly.
- (b) Where in the course of those joint inspections the representatives agree that:
- (i) rectification of a defect identified in [REDACTED] has been completed, the Principal's Representative will give a notice to the Managing Contractor before 5pm each Friday confirming the additional defects have been duly rectified, and such notice will be evidence that the item(s) have been completed in accordance with the terms of the Contract and that any necessary effect has been given to all the terms of the Contract in respect of those item(s) except for the Clause 53.12(c) Exceptions;
  - (ii) an outstanding document identified in [REDACTED] has been provided, the Principal's Representative will give a notice to the Managing Contractor before 5pm each Friday confirming the additional documentation has been duly provided, and such notice will be evidence that the item(s) have been completed in accordance with the terms of the Contract and that any necessary effect has been given to all the terms of the Contract in respect of those item(s) except for the Clause 53.12(c) Exceptions;
  - (iii) the rectification or provision of an item remains underway, then subject to the Managing Contractor's obligations in clause 2.3 to this Deed and the Principal's entitlements in clause 2.2 to this Deed, that item shall remain in [REDACTED] and will continue to be subject to such further joint inspections as may be required until the Principal's Representative gives a notice described in clause 2.4(b)(i) or (ii) of this Deed in respect of that item.
- (c) Where in the course of those joint inspections the representatives do not agree on whether the rectification of a defect or provision of an item has been completed or remains underway, the representatives shall notify the Principal's Representative and Managing Contractor's Representative within 7 days.
- (d) The notice given under clause 2.4(c) of this Deed will be deemed a notice of dispute under this Deed and the Parties will, subject to the provisions of clause 2.4(e) of this Deed, follow steps on the same terms as set out in clause 58.2 to 58.9 of the Contract to obtain an agreement or determination that the relevant matter falls within clause 2.4(b)(i), (b)(ii) or (b)(iii) above.
- (e) The Parties agree that any expert determination in respect of a matter notified under clause 2.4(c) of this Deed shall be:

- (i) conducted efficiently and expeditiously, and where possible, with minimal formality;
  - (ii) concluded, unless agreed by the Parties otherwise, within 30 days of notification to the expert; and
  - (iii) final and binding, provided that nothing shall prejudice the right of a Party to institute proceedings to seek urgent injunctive or declaratory relief in respect of any matter arising under this Deed.
- (f) Notwithstanding the existence of a dispute, the Principal and Managing Contractor shall continue to perform the obligations in this Deed.

[REDACTED]

[REDACTED]

[REDACTED]



**2.7 Acknowledgement of warranties**

Except to the extent that it is the subject of a release in this Deed, the Managing Contractor acknowledges that its warranties in the Contract in respect of the work under the Contract remain unaffected.

**2.8 Final Certificate**

- (a) The Parties agree that:
  - (i) the requirement for a Final Certificate pursuant to clause 53.12(a) of the Contract;  
and
  - (ii) clauses 39.2 to 39.4 of the Contract,  
are dispensed with by the terms in this Deed.

- (b) Within 14 days after the expiry of the last defects liability period in clause 2.3(c) to expire, the Principal will direct the Principal's Representative to:
  - (i) issue to the Managing Contractor and to the Principal a certification in the form in Schedule 3 to this Deed, which shall be evidence that the items [REDACTED] [REDACTED] have been completed in accordance with the terms of the Contract and that any necessary effect has been given to all the terms of the Contract in respect of those items except for the Clause 53.12(c) Exceptions; or
  - (ii) give the Managing Contractor in writing the reasons for not issuing the certificate.
- (c) For the avoidance of doubt, if the Managing Contractor disagrees with any reasons given under clause 2.8(b)(ii), it will be a dispute to be dealt with pursuant to clause 9 of this Deed.

### **3. Releases**

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In consideration of the terms of this Deed:

#### **3.1 Managing Contractor's release**

Upon execution of this Deed:

- (a) The Managing Contractor releases and discharges the Principal and its officers, employees (past and present), agents, consultants, contractors and representatives from all liabilities and claims which it has or which but for this Deed it would at any time hereafter have against them, under or in connection with the Contract, including without limitation:
  - (i) in relation to the Disputes; and
  - (ii) the Managing Contractor's claims under clause 50 of the Contract [REDACTED]
- (b) The Parties agree that clause 53.11(a) and (b) of the Contract apply from the execution of this Deed such that any claim (as defined under the Contract):
  - (i) which the Managing Contractor could have made against the Principal and has not been made; or
  - (ii) for which the Managing Contractor has not given to the Principal's Representative a Notice of Claim,is barred absolutely upon the execution of this Deed.

#### **3.2 Principal's release**

- (a) Upon execution of this Deed, the Principal releases and discharges the Managing Contractor and each of the entities comprising the Managing Contractor, and their respective directors, officers, employees, agents and contractors from all liabilities or claims which it has or which but for this Deed it would at any time hereafter have against them under or in connection with the Contract, save for:
  - (i) the Clause 53.12(c) Exceptions;
  - (ii) the defects the subject of the Managing Contractor's obligations as set out in [REDACTED] this Deed;

[REDACTED]

[REDACTED]

### 3.3 Matters not affected by release

- (a) For the avoidance of doubt, nothing in clauses 3.1 or 3.2:
  - (i) releases either Party from any obligation the subject of this Deed; or
  - (ii) precludes either Party from enforcing, or making a claim under or in connection with, this Deed.
- (b) Notwithstanding clause 3.2, nothing in this Deed releases the Managing Contractor in respect of the following, in relation to the agreed works that the Managing Contractor has confirmed in this Deed it will carry out:
  - (i) the Managing Contractor's obligation to complete the agreed works:
    - (A) referred to in clause 2.3 of this Deed, [REDACTED]  
[REDACTED] or  
[REDACTED]
  - in accordance with the Contract;
  - (ii) the Managing Contractor's responsibility for the care of outstanding work and items to be removed from the Site by the Managing Contractor, and its liability for damage occasioned by it in the course of completing outstanding work or complying with its obligations referred to in clause 2.3 of this Deed;
  - (iii) the Managing Contractor's indemnity under clause 30 of the Contract in respect of loss or damage, or other claims arising as a consequence of the Managing Contractor carrying out work under the Contract;
  - (iv) the Managing Contractor's obligation in clauses 39.1 and 48 of the Contract to ensure that all materials and standards of workmanship for the agreed works are in accordance with the requirements of the Contract and will be rectified if not in accordance with the Contract.

## 4. Insurance

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The Parties agree, and will do all things necessary to ensure, the insurances in clause 31 and schedule 18 of the Contract remain operative until the expiry of the last defects liability period in clause 2.3(c) above.

## 5. Bar to action and covenant not to sue

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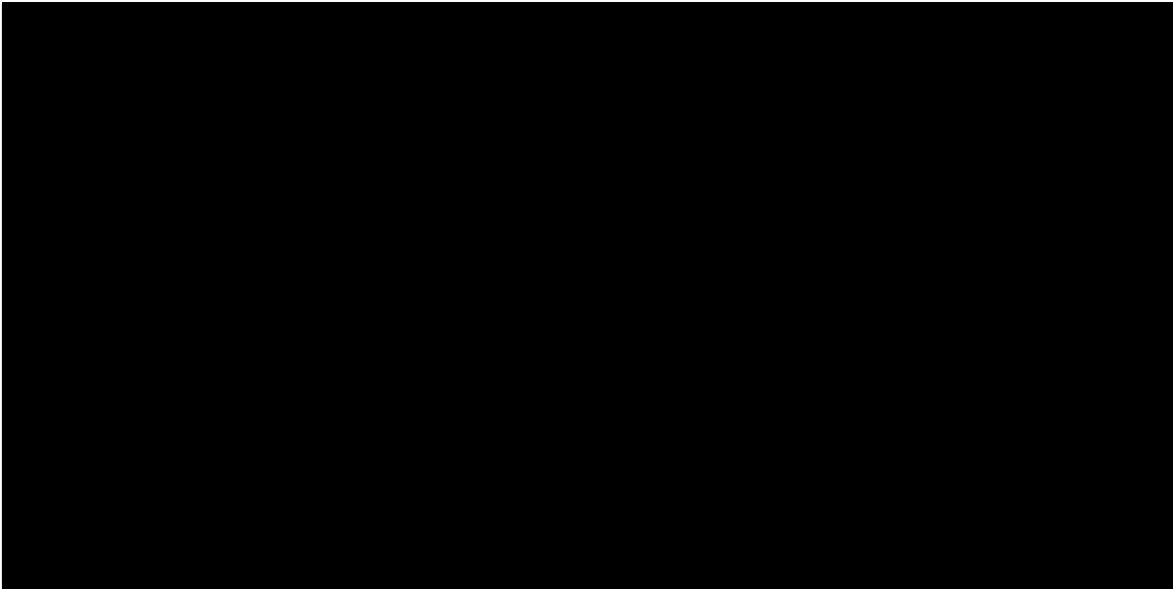
### 5.1 Bar to action

The Parties agree that this Deed (including the releases in this Deed) may be pleaded as a bar to any Claim commenced now or made at any time by the Managing Contractor against the

Principal, or by the Principal against the Managing Contractor, brought or made in breach of the terms of this Deed.

## **5.2 Covenant not to sue**

The Parties covenant not to bring any action, suit or proceedings against the other Party based in any way on any Claim which is released in clause 3 of this Deed even if the release contained in that clause proves to be ineffective for any reason.



## **6. Liability**

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### **6.1 No admission of liability**

Nothing in this Deed is to be construed as an admission of liability by any party in relation to any matters dealt with under the Deed, or otherwise under or in connection with the Contract or the work under the Contract, including but not limited to:

- (a) the payment by the Principal of the Settlement Money;
- (b) the return of the Bank Guarantees; and/or
- (c) the execution of this Deed by the Parties.

### **6.2 Liability of parties**

- (a) An obligation of two or more persons binds them separately and together.
- (b) Each of the entities comprising the Managing Contractor is jointly and severally liable for the obligations of the Managing Contractor under this Deed.

## **7. Precedence**

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To the extent there is any inconsistency, this Deed takes precedence over the Contract.

## **8. Confidentiality**

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### **8.1 Disclosure of Deed**

Subject to clause 8.2, despite any confidentiality right subsisting in this Deed, a Party may publish all or any part of this Deed without reference to another Party.

### **8.2 Confidential provisions**

- (a) This clause 8.2 only applies if the Contract Information Table states this clause 8.2 is applicable.
- (b) The Parties must keep confidential, so far as the law allows, each provision of this Deed that is designated as a '**Confidential Provision**' in the Contract Information Table.
- (c) A Party is not required to comply with clause 8.2(b) to the extent that:
  - (i) a Confidential Provision ceases to be confidential as a result of a breach of this Deed;
  - (ii) a law requires a Party to disclose the Confidential Provision;
  - (iii) disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a Government Body;
  - (iv) it is necessary or advisable to disclose the Confidential Provision to a taxation or fiscal authority;
  - (v) it is necessary to disclose a Confidential Provision in answer to a question asked of a Minister in the Parliament or otherwise to comply with a Minister's obligations to Parliament;
  - (vi) subject to clause 8.2(d) of this Deed, the Confidential Provision is disclosed confidentially to a Party's professional advisers;
  - (vii) it is necessary to disclose the Confidential Provision for the purpose of enforcing a term of this Deed; or
  - (viii) the Parties otherwise agree in writing.

## **9. Dispute resolution**

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Except in the case of a dispute notified under clause 2.4(c) of this Deed, if a dispute or difference between the Parties arises in connection with this Deed, then either Party may issue a notice of dispute, and that dispute shall be dealt with on the same terms as clause 58 of the Contract.

## **10. General**

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### **10.1 Entire agreement**

This Deed contains the entire agreement between the Parties about its subject matter. This Deed sets out the only conduct relied on by the Parties and supersedes all earlier conduct and prior agreements, understandings and negotiations between the Parties in connection with it.

### **10.2 Counterparts**

- (a) This Deed may be executed in any number of counterparts. All counterparts taken together will constitute one instrument.
- (b) If counterparts are executed, this Deed takes effect when the final counterpart to be executed has been executed, and the date of execution of this Deed is the date inserted by the Principal thereupon on page 1 of its executed counterpart.

### **10.3 Amendment**

No amendment or variation of this Deed is valid or binding on a party unless made in writing executed by all Parties.

### **10.4 Assignment**

Each party's rights and obligations under this Deed are personal to it. A party must not assign, novate, encumber or otherwise deal with any rights or obligations under this Deed without the prior written consent of each other party, which consent must not be unreasonably withheld.

### **10.5 Waiver**

No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or any other right, power or remedy. A waiver is not valid or binding on a party granting a waiver unless made in writing signed by the party granting the waiver.

### **10.6 Further assurances**

Each party must promptly do all things and execute all further documents as may be required by law or reasonably requested by any other party to give full effect to the provisions of this Deed and the transactions contemplated by it.

### **10.7 Costs**

- (a) Each party will be responsible for its own costs arising out of the negotiation, preparation, execution and performance of its obligations under this Deed.



### **10.8 Taxation**

- (a) In this clause 10.8:
  - (i) unless there is a contrary indication, words and expressions which are not defined in this document but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
  - (ii) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act does not exist for any



reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and

(iii) references to GST payable and input tax credit entitlements include:

- (A) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, Government Body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and
  - (B) GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.
- (b) Unless otherwise expressly stated, all consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this document is exclusive of GST (**GST-exclusive consideration**).
- (c) If GST is payable on any supply made by:
  - (i) a party; or
  - (ii) an entity that is taken under the GST Law to make the supply by reason of the capacity in which a party acts,  
**(Supplier)** under, in connection with or as referred to in this document, the recipient of the supply, or the party providing the consideration for the supply or under this document, must pay to the Supplier an amount equal to the GST payable on the supply.
- (d) The amount referred to in clause 10.8(c) must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply or under this document is payable or to be provided.
- (e) The Supplier must deliver a tax invoice or an adjustment note (as the case may require) to the recipient of a taxable supply under, in connection with or as referred to in this document as required by the GST Law before the Supplier is entitled to payment of an amount under clause 10.8(c).
- (f) If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this document, any amount that is payable under clause 10.8(c) will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.
- (g) Where a party is required under or in connection with this document to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another party or indemnify another party in relation to such an expense, loss, liability or outgoing (**Reimbursable Expense**), the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense. This clause 10.8(g) does not limit the application of clause 10.8(c), if appropriate, to the Reimbursable Expense as reduced in accordance with this clause 10.8(g).
- (h) This clause 10.8 does not merge on the completion, rescission or other termination of this document or on the transfer of any property supplied under this document.

## **10.9 Governing law and jurisdiction**


This Deed is governed by the laws of Tasmania.

**Executed** as a deed

**Executed** for and on behalf of **The Crown in Right of Tasmania** by Kathrine Morgan-Wicks (being the Secretary and Head of Agency at the Department of Health) being a duly authorised person in the presence of:

  
\_\_\_\_\_  
Signature

KATHRINE MORGAN-WICKS  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature of witness

MATTHEW McCROSSEN  
\_\_\_\_\_  
Print Name

**Executed** for and on behalf of **John Holland Pty Ltd** (ABN 11 004 282 268) in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Director

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Director/Secretary (delete as applicable)

\_\_\_\_\_  
Print Name

**Executed** for and on behalf of **Fairbrother Pty Ltd** (ABN 51 009 510 561) in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Director

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Director/Secretary (delete as applicable)

\_\_\_\_\_  
Print Name

**Executed** as a deed

**Executed** for and on behalf of **The Crown in Right of Tasmania** by Kathrine Morgan-Wicks (being the Secretary and Head of Agency at the Department of Health) being a duly authorised person in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Executed** for and on behalf of **John Holland Pty Ltd** (ABN 11 004 282 268) in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

\_\_\_\_\_  
DARRYN RAY

\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
DAVID SELLIN

\_\_\_\_\_  
Print Name

**Executed** for and on behalf of **Fairbrother Pty Ltd** (ABN 51 009 510 561) in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Director

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Director/Secretary (delete as applicable)

\_\_\_\_\_  
Print Name

**Executed** as a deed

**Executed** for and on behalf of **The Crown in Right of Tasmania** by Kathrine Morgan-Wicks (being the Secretary and Head of Agency at the Department of Health) being a duly authorised person in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Executed** for and on behalf of **John Holland Pty Ltd** (ABN 11 004 282 268) in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Director

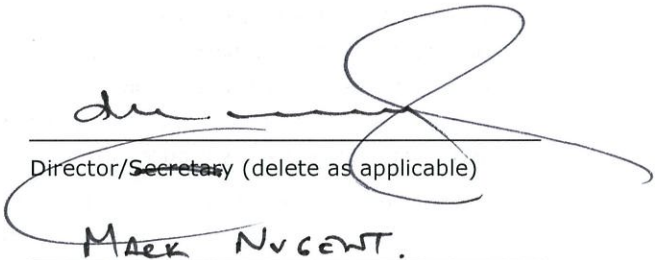
\_\_\_\_\_  
Director/Secretary (delete as applicable)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Executed** for and on behalf of **Fairbrother Pty Ltd** (ABN 51 009 510 561) in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director/~~Secretary~~ (delete as applicable)

**CRAIG EDMUNDS**  
\_\_\_\_\_  
Print Name

**MARK NUGENT.**  
\_\_\_\_\_  
Print Name

## **ANNEXURE A**

**REDACTED**

## **SCHEDULE 1**

**REDACTED**

**SCHEDULE 2**

REDACTED

### Schedule 3

#### Agreed form of certification

[On Capital Insight letterhead]

#### CERTIFICATE

To: John Holland Pty Ltd and Fairbrother Pty Ltd trading as John Holland – Fairbrother Joint Venture (**Managing Contractor**)

To: The Crown in Right of Tasmania (**Principal**)

This Certificate is issued pursuant to the Managing Contractor Contract executed by the Managing Contractor and Principal on 2 September 2013, as subsequently amended (**Contract**).

I, [insert name], Principal's Representative, hereby certify that the items listed in the Schedule to this Certificate have been completed in accordance with the terms of the Contract and that any necessary effect has been given to all terms of the Contract in respect of those items. This Certificate shall be evidence of such, except in the case of:

- (a) fraud, dishonesty, or fraudulent concealment relating to the items listed in the Schedule to this Certificate; and
- (b) any defect (including omission) in the items listed in the Schedule to this Certificate which was not apparent, or which would not have been disclosed upon reasonable inspection, at the time of this Certificate.

Signed: .....  
[Insert name]  
Principal's Representative

Date:



## **SCHEDULE 3 - SUB-SCHEDULE**

**REDACTED**

## **SCHEDULE 4**

**REDACTED**

## **SCHEDULE 5**

**REDACTED**