

Annexure B

Information not included – Development Management Agreement

Item	Agreement Clause (and general description)	Section of Government Information (Public Access) Act 2009	Commercial in confidence Provision CI 1 Sch 4
Section of Government Information (Public Access) Act 2009			
Section 32(1)(a) and definitions (a) – (e) of "commercial-in-confidence provisions". The disclosure of this information would: <ol style="list-style-type: none"> a) disclose the contractor's financing arrangements; b) disclose the contractor's cost structure or profit margins; c) the contractor's full base case financial model; d) disclose any intellectual property in which the contractor has an interest; e) place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether present or in the future. 			
Development Management Agreement			
1.	Cl. 1.1 Agreed Land Value	S 32(1)(a)	(b), (e)
2.	Cl. 1.1 Agreed Land Value Rate	S 32(1)(a)	(b), (e)
3.	Cl. 1.1 Construction Licence Fee	S 32(1)(a)	(b), (e)
4.	Cl. 1.1 Development Access Fee	S 32(1)(a)	(b), (e)
5.	Cl. 1.1 Development Land	S 32(1)(a)	(d), (e)
6.	Cl. 1.1 DMA Sunset Date	S 32(1)(a)	(e)
7.	Cl. 1.1 Independent Quantity Surveyor	S 32(1)(a)	(d), (e)
8.	Cl. 1.1 Nominee	S 32(1)(a)	(a)
9.	Cl. 1.1 Owner/Occupier Agreed Land Value	S 32(1)(a)	(b), (e)
10.	Cl. 1.1 Owner/Occupier Agreed Land Value Rate	S 32(1)(a)	(b), (e)
11.	Cl. 1.1 Owner/Occupier Agreed Land Value Rate Threshold	S 32(1)(a)	(b), (e)
12.	Cl. 1.1 Upfront Development Fee	S 32(1)(a)	(b), (e)
13.	Cl. 1.1 Upfront Land Payment	S 32(1)(a)	(b), (e)
14.	Cl. 2.2(a)(i) Term	S 32(1)(a)	(e)
15.	Cl. 3.1 (a)(ii) Marketing and Management Responsibilities	S 32(1)(a)	(d)
16.	Cl. 4.3(d)(iii) Beggs Road - Agreed Land Value Rate	S 32(1)(a)	(b), (e)
17.	Cl. 5.1(a) Owner's Right to Terminate	S 32(1)(a)	(e)
18.	Cl. 5.2(a)(i)(A) Extension of DMA Sunset Date	S 32(1)(a)	(e)
19.	Cl. 6.2(g)(ii) Variations to External Infrastructure Works	S 32(1)(a)	(e)
20.	Cl. 6.2(k) Independent Certifiers	S 32(1)(a)	(d), (e)
21.	Cl. 7.9 Internal Infrastructure Works & Developer's Site Works Costs	S 32(1)(a)	(b), (e)

Item	Agreement Clause (and general description)	Section of Government Information (Public Access) Act 2009	Commercial in confidence Provision Cl 1 Sch 4
22.	Cl. 7.10(b)(i),(ii) Health Safety & Environmental Matters	S 32(1)(a)	(e)
23.	Cl. 9.1(b)(iii)(A)(B) Submission of Site Development Proposals	S 32(1)(a)	(e)
24.	Cl. 9.1(e) Direct Employment Target	S 32(1)(a)	(e)
25.	Cl. 9.2(f),(g),(p)(ii) Site Development Proposal	S 32(1)(a)	(e)
26.	Cl. 9.2(e) Site Development Proposal	S 32(1)(a)	(b), (e)
27.	Cl. 9.3(f) Development Proposal Criteria	S 32(1)(a)	(e)
28.	Cl 9.4(a)(i)(F),(b),(c),(d) Owner to Enter into the Agreement for Ground Lease & Construction Licence	S 32(1)(a)	(e)
29.	Cl. 9.7(b) Construction Licence	S 32(1)(a)	(e)
30.	Cl. 9.9(b) Owner Occupier Transactions	S 32(1)(a)	(e)
31.	Cl. 10.2(a)(iii) Approval Process	S 32(1)(a)	(e)
32.	Cl 12 Payment	S 32(1)(a)	(b), (e)
33.	Cl 13.1(f)(i),(iii),(iv) Development Masterplan	S 32(1)(a)	(d)
34.	Cl 15.3(a),(c),(f),(g) Owner's Responsibility for Certification	S 32(1)(a)	(e)
35.	Cl 15.4(a),(c) Extension of Time	S 32(1)(a)	(e)
36.	Cl 15.7 Buried Contamination	S 32(1)(a)	(e)
37.	Cl 24.1(a)(b) Legal Costs	S 32(1)(a)	(b), (e)
38.	Sch 1 Development Proposal Criteria	S 32(1)(a)	(e)
39.	Sch 3 Initial Development Masterplan	S 32(1)(a)	(d)
40.	Sch 4 Calculations	S 32(1)(a)	(b), (e)
41.	Sch 5 Works Schedule	S 32(1)(a)	(e)
Agreement for Ground Lease (Take Out)			
42.	Cl 1.1 Construction Bank Guarantee Amount	S 32(1)(a)	(b), (e)
43.	Cl 1.1 Payment Sunset Date	S 32(1)(a)	(e)
44.	Cl 1.1 Upfront Land Payment	S 32(1)(a)	(b)
45.	Cl 2.11 Escalation of Ground Rent	S 32(1)(a)	(b), (e)
46.	Cl 3.1(a)(vii),(b) Agreement for Lease is Conditional	S 32(1)(a)	(e)
47.	Cl 3.3(a),(b),(c),(d) Development Consent & Subdivision Approval	S 32(1)(a)	(e)
48.	Cl 3.4(b) Construction Certificate	S 32(1)(a)	(e)
49.	Cl 3.6(a),(b),(d),(h) Extension of Dates	S 32(1)(a)	(e)
50.	Cl 3.8 Upfront Land Payment	S 32(1)(a)	(b), (e)

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51.	Cl 4.4(b) Practical Completion	S 32(1)(a)	(e)
52.	Cl 5.1(b)(i),(d)(i),(ii) Developer may Alienate	S 32(1)(a)	(e)
53.	Cl 5.2(b)(i),(d)(i),(ii) Tenant may Alienate	S 32(1)(a)	(e)
54.	Cl 6.1(a)(i),(iii),(b)(i) Termination Event	S 32(1)(a)	(e)
55.	Cl 6.2(a) Termination	S 32(1)(a)	(e)
56.	Cl 8 Construction Bank Guarantee	S 32(1)(a)	(e)
57.	Cl 15.2 The Reply	S 32(1)(a)	(e)
58.	Cl 15.3 The Dispute	S 32(1)(a)	(e)
59.	Cl 15.4 Compulsory CEO Conference	S 32(1)(a)	(e)
60.	Cl 15.5(a) Expert	S 32(1)(a)	(e)
61.	Cl 16.2(c) Landlord's Responsibility for Certification	S 32(1)(a)	(e)
62.	Cl 16.3(a),(c) Extension of Time	S 32(1)(a)	(e)
63.	Cl 16.5 Buried Contamination	S 32(1)(a)	(e)
64.	Sch 1 Item 6 Program Dates	S 32(1)(a)	(e)
65.	Sch 4 Unusual Conditions	S 32(1)(a)	(e)
	Ground Lease (Take Out)		
66.	Ref Sch Item 10 Permitted Use	S 32(1)(a)	(e)
67.	Cl 1 Agreed Land Value Rate	S 32(1)(a)	(b), (e)
68.	Cl 1 Fixed Percentage Increase	S 32(1)(a)	(b), (e)
69.	Cl 1 Retail Lease Strategy	S 32(1)(a)	(e)
70.	Cl 4.1 Fixed Percent Increase	S 32(1)(a)	(b), (e)
71.	Cl 5.3(g),(i),(m),(n),(o) Access Roads	S 32(1)(a)	(b), (e)
72.	Cl 6.4(a)(i) Interest	S 32(1)(a)	(b), (e)
73.	Cl 9.3(c) Acts etc of Tenant	S 32(1)(a)	(e)
74.	Cl 10.5 Inspection at End of Term	S 32(1)(a)	(e)
75.	Cl 10.6 Contamination	S 32(1)(a)	(e)
76.	Cl 11.1(b) Use of Premises	S 32(1)(a)	(e)
77.	Cl 11.2(b),(d) Permitted Use	S 32(1)(a)	(e)
78.	Cl 11.6(d)(i) Insurance	S 32(1)(a)	(e)
79.	Cl 13.5 Retail Lease Strategy	S 32(1)(a)	(e)
80.	Cl 16.1 Termination Events	S 32(1)(a)	(e)
81.	Cl 16.2 Landlord Rights for a Termination Event	S 32(1)(a)	(e)

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82.	Cl 17.3 Damage or Destruction	S 32(1)(a)	(e)
83.	Cl 20.2 The Reply	S 32(1)(a)	(e)
84.	Cl 20.3 The Dispute	S 32(1)(a)	(e)
85.	Cl 20.4 Compulsory CEO Conference	S 32(1)(a)	(e)
86.	Cl 20.5(a) Expert	S 32(1)(a)	(e)
87.	Sch 7 Calculations	S 32(1)(a)	(a), (b), (e)
	Agreement for Ground Lease (Owner Occupier)		
88.	Cl 1.1 Construction Bank Guarantee Amount	S 32(1)(a)	(b), (e)
89.	Cl 1.1 Payment Sunset Date	S 32(1)(a)	(e)
90.	Cl 1.1 Upfront Land Payment	S 32(1)(a)	(b)
91.	Cl 2.10 Escalation of Ground Rent	S 32(1)(a)	(b), (e)
92.	Cl 3.1(a)(vii),(b) Agreement for Lease is Conditional	S 32(1)(a)	(e)
93.	Cl 3.3(a),(b),(c),(d) Development Consent & Subdivision Approval	S 32(1)(a)	(e)
94.	Cl 3.4(b) Construction Certificate	S 32(1)(a)	(e)
95.	Cl 3.6(a),(b),(d),(h) Extension of Dates	S 32(1)(a)	(e)
96.	Cl 3.8 Upfront Land Payment	S 32(1)(a)	(b), (e)
97.	Cl 4.4(b) Practical Completion	S 32(1)(a)	(e)
98.	Cl 5.1(b)(i),(d)(i),(ii) Tenant may Alienate	S 32(1)(a)	(e)
99.	Cl 6.1(a)(i),(iii),(b)(i) Termination Event	S 32(1)(a)	(e)
100.	Cl 6.2(a) Termination	S 32(1)(a)	(e)
101.	Cl 8 Construction Bank Guarantee	S 32(1)(a)	(e)
102.	Cl 15.2 The Reply	S 32(1)(a)	(e)
103.	Cl 15.3 The Dispute	S 32(1)(a)	(e)
104.	Cl 14.4 Compulsory CEO Conference	S 32(1)(a)	(e)
105.	Cl 15.5(a) Expert	S 32(1)(a)	(e)
106.	Cl 16.2(c) Landlord's Responsibility for Certification	S 32(1)(a)	(e)
107.	Cl 16.3(a),(c) Extension of Time	S 32(1)(a)	(e)
108.	Cl 16.5 Buried Contamination	S 32(1)(a)	(e)
109.	Sch 1 Item 6 Program Dates	S 32(1)(a)	(e)
110.	Sch 4 Unusual Conditions	S 32(1)(a)	(e)
	Ground Lease (Owner Occupier)		

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111.	Ref Sch Item 10 Permitted Use	S 32(1)(a)	(e)
112.	Cl 1 Agreed Land Value Rate	S 32(1)(a)	(b), (e)
113.	Cl 1 Fixed Percentage Increase	S 32(1)(a)	(b), (e)
114.	Cl 1 Retail Lease Strategy	S 32(1)(a)	(e)
115.	Cl 4.1 Fixed Percent Increase	S 32(1)(a)	(b), (e)
116.	Cl 5.3(g),(i),(m),(n),(o) Access Roads	S 32(1)(a)	(b), (e)
117.	Cl 6.4(a)(i) Interest	S 32(1)(a)	(b), (e)
118.	Cl 9.3(c) Acts etc of Tenant	S 32(1)(a)	(e)
119.	Cl 10.5 Inspection at End of Term	S 32(1)(a)	(e)
120.	Cl 10.6 Contamination	S 32(1)(a)	(e)
121.	Cl 11.1(b) Use of Premises	S 32(1)(a)	(e)
122.	Cl 11.2(b),(d) Permitted Use	S 32(1)(a)	(e)
123.	Cl 11.6(d)(i) Insurance	S 32(1)(a)	(e)
124.	Cl 13.5 Retail Lease Strategy	S 32(1)(a)	(e)
125.	Cl 16.1 Termination Events	S 32(1)(a)	(e)
126.	Cl 16.2 Landlord Rights for a Termination Event	S 32(1)(a)	(e)
127.	Cl 17.3 Damage or Destruction	S 32(1)(a)	(e)
128.	Cl 20.2 The Reply	S 32(1)(a)	(e)
129.	Cl 20.3 The Dispute	S 32(1)(a)	(e)
130.	Cl 20.4 Compulsory CEO Conference	S 32(1)(a)	(e)
131.	Cl 20.5(a) Expert	S 32(1)(a)	(e)
132.	Sch 7 Calculations	S 32(1)(a)	(a), (b), (e)
	Construction Licence (Developer)		
133.	Cl 1 Net Land Payment	S 32(1)(a)	(b), (e)
134.	Cl 4 Commencement Conditional	S 32(1)(a)	(e)
135.	Cl 11.2 Costs of Lease	S 32(1)(a)	(b), (e)
136.	Sch 1 Item 7 Licence Fee	S 32(1)(a)	(b), (e)
	Construction Licence (Tenant)		
137.	Cl 1 Net Land Payment	S 32(1)(a)	(b), (e)
138.	Cl 4 Commencement Conditional	S 32(1)(a)	(e)
139.	Cl 11.2 Costs of Lease	S 32(1)(a)	(b), (e)
140.	Sch 1 Item 7 Licence Fee	S 32(1)(a)	(b), (e)

Item	Agreement Clause (and general description)	Section of Government Information (Public Access) Act 2009	Commercial in confidence Provision CI 1 Sch 4
	Project Management Agreement		
141.	Cl 1.1 Project Management Fee	S 32(1)(a)	(b), (e)
142.	Cl 8(c),(d),(f) Project Management Fee	S 32(1)(a)	(b), (e)
143.	Cl 13.2 The Reply	S 32(1)(a)	(e)
144.	Cl 13.3 The Dispute	S 32(1)(a)	(e)
145.	Cl 13.4 Compulsory CEO Conference	S 32(1)(a)	(e)
146.	Cl 13.5 Expert	S 32(1)(a)	(e)
147.	Sch 1 The Services	S 32(1)(a)	(b), (e)
148.	Sch 2 Project Budget	S 32(1)(a)	(b), (e)