Schedule 2 – Conditions Precedent Schedule

| **Item** | **Condition Precedent** | **Benefiting Party** | **Party to satisfy** | **Condition Precedent Deadline** |
| --- | --- | --- | --- | --- |
|  | **Project Documents**  The Contractor delivering to the Principal original counterparts or certified copies of each of the Project Documents (other than this Deed), in each case:   * 1. duly executed by each of the parties to the documents other than the Principal, and   2. in a form and substance satisfactory to the Principal. | Principal and Contractor | Contractor | [#]  [***Principal note: to be inserted.***] |
|  | **Security**  The Contractor delivering to the Principal:   * 1. the Bond; and   2. the DLP Bond,   as required by clause 31.6. | Principal | Contractor | [#]  [***Principal note: to be inserted.***] |
|  | **Parent Company Guarantee**  The Contractor delivering to the Principal a Parent Company Guarantee executed by each Parent Guarantor in favour of the Principal as required by clause 33.6. | Principal | Contractor | [#]  [***Principal note: to be inserted.***] |
|  | **Legal Opinions**  The Principal receiving legal opinions given for the benefit of the Principal in form and substance satisfactory to the Principal from solicitors acting for the Contractor and the Parent Guarantor as to:   * 1. the legal capacity, and corporate power of the Contractor and the Parent Guarantor to enter into, deliver and perform their respective obligations under the Project Documents to which they are a party;   2. the enforceability against the Contractor and the Parent Guarantor of the Project Documents to which they are a party; and   3. due execution by the Contractor and the Parent Guarantor of the Project Documents to which they are a party.   [***Note: Provision may be appropriately tailored for foreign registered corporations.***] | Principal | Contractor | [#]  [***Principal note: to be inserted.***] |
|  | **Insurances**  The Contractor delivering to the Principal in respect of the Insurances required to be effected under clause 39.1(a):   * 1. certificates from an insurance broker as to the currency of all such Insurances and confirming that the Principal and relevant persons are insured under the policy (to the extent this is required under this Deed); and   2. such other evidence satisfactory to the Principal that all such Insurances have been procured in accordance with this Deed. | Principal | Contractor | [#]  [***Principal note: to be inserted.***] |
|  | **Native Title**  The Principal satisfying itself in relation to the processes required under the *Native Title Act 1993* (Cth) to allow for the Project to be carried out in accordance with the Project Documents. | Principal | Principal | [#]  [***Principal note: to be inserted.***] |
|  | **Principal Approvals**  The Principal has obtained the Principal Approvals identified in the table in Attachment 2. | Principal and Contractor | Principal | [#]  [***Principal note: to be inserted.***] |
|  | [***Note: The Principal may include additional Conditions Precedent for its benefit as required, including if any early works are performed or if the Contractor comprises a joint venture.***] |  |  |  |