

Sub-Portion Early Completion Agreement

Transport for NSW
ABN 18 804 239 602

TfNSW

Salini Impregilo S.p.A
ABN 83 159 573 896

Salini Australia Pty Ltd
ABN 86 158 955 886

SVC Contractor

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Agreement dated 14 March 2016

Parties Transport for NSW (ABN 18 804 239 602) a NSW Government agency constituted by section 3C(1) of the Transport Administration Act 1988 (NSW) of Level 6, 18 Lee St, Chippendale NSW 2008

(TfNSW)

Salini Impregilo S.p.A (ABN 83 159 573 896) of Level 19, 99 Walker Street, North Sydney NSW 2060

Salini Australia Pty Ltd (ABN 86 158 955 885) of Level 19, 99 Walker Street, North Sydney NSW 2060

(together the SVC Contractor)

Background

- A. On or about 17 December 2013, the Principal and the SVC Contractor entered into a contract titled "North West Rail Link - Design and construction of surface and viaduct civil works - SVC Project Deed" for the design and construction of the Project Works for the North West Rail Link, which has subsequently been amended by the "Deed of Amendment - North West Rail Link - Design and construction of surface and viaduct civil works - SVC Project Deed" dated in or around July 2015 and "North West Rail Link - Design and construction of surface and viaduct civil works - Deed of Settlement" dated 26 March 2015 (together, the SVC Project Deed).
- B. The parties have agreed to various matters relating to the SVC Project Deed and the SVC Contractor's Activities as set out in this agreement.

Operative provisions

1. Definitions and Interpretation

1.1 Definitions

In this agreement:

Acceptance Criteria means the acceptance criteria set out and referred to in Attachment 1.

Acceptance Criteria Payment Amount has the meaning given in clause 2(a).

Date of Sub-Portion Completion has the meaning given in clause 3.2(b)(i).

Interim Milestone means a milestone set out and referred to in Part A of Attachment 2.

Notice of Sub-Portion Completion has the meaning given in clause 3.2(b)(i).

Prior Completed Works Certification Plan means the plan referred to in Attachment 5 for certification by SMEC of Works carried out by the SVC Contractor prior to 1 February 2016.

SMEC means SMEC Australia Pty Ltd (ABN 47 065 475 149) of Level 5, 20 Berry Street, North Sydney NSW 2059.

SMEC Activities means the activities set out and referred to in Attachment 5.

Sub-Portion has the meaning given in clause 3.1.

Sub-Portion Completion has the same meaning as "Construction Completion" in the SVC Project Deed, except that all references to "Portion" in the definition of "Construction Completion" must be read as references to "Sub-Portion" and the reference to "Schedule 4" must be read as a reference to "Attachment 3 to this agreement".

SVC Project Deed has the meaning given in Recital A.

1.2 Definitions in the SVC Project Deed

Unless otherwise expressly defined in this agreement, any word, expression, reference or term used in this agreement which is defined in the SVC Project Deed, has the same meaning in this agreement as in the SVC Project Deed.

1.3 Interpretation

In this agreement:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) 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;
- (d) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (e) 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;
- (f) a word importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (g) a references 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 agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) 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;
- (i) **includes** in any form is not a word of limitation; and
- (j) a reference to \$ or **dollar** is to Australian currency.

1.4 Condition Precedent

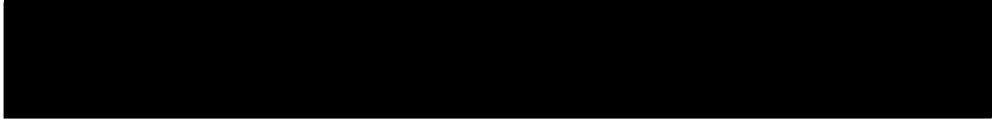
Notwithstanding any other provision of this agreement, this agreement will not commence unless and until the SVC Contractor has provided a foreign legal opinion (in a form acceptable

to the Principal, in its absolute discretion) in relation to the SVC Contractor's execution of this agreement.

2. Progress payments

- (a) Without limiting the Principal's obligations under clause 12.1(a) of the SVC Project Deed and in consideration of the SVC Contractor entering into this agreement, the Principal will pay, on account of the Project Contract Sum, an amount specified in Attachment 1 [REDACTED] on the satisfaction of the following conditions precedent:
- (i) the achievement of all Acceptance Criteria relevant to that Acceptance Criteria Payment Amount [REDACTED];
 - (ii) except in relation to Item 0 of [REDACTED] the SVC Contractor has provided to the Principal an unconditional undertaking:
 - A. with a value equal to that Acceptance Criteria Payment Amount;
 - B. which is in the form of Schedule 17 of the SVC Project Deed;
 - C. which is in favour of the Principal; and
 - D. which is duly stamped, if any stamp duty is payable in connection with the unconditional undertaking; and
 - (iii) the requirements of clause 5 have been satisfied.
- (b) Commencing from the date on which the SVC Contractor has repaid a total of [REDACTED] to the Principal in accordance with clause 2(e) and subject to clause 2(c) and to the Principal's rights under the SVC Project Deed, including its rights to have recourse to the unconditional undertakings and to the cash proceeds if one or more of the unconditional undertakings are converted into cash, each time the Contractor repays to the Principal an amount in accordance with clause 2(e), the Principal must release a portion of the unconditional undertaking provided by the SVC Contractor under clause 2(a)(ii) equivalent to the amount repaid to the Principal.
- (c) Clauses 2.12(d), 2.12(e), 2.12(f), 2.12(g), 2.12(h), 2.12(i), 2.12(j), 2.12A of the SVC Project Deed apply, mutatis mutandis, to each unconditional undertaking provided by the SVC Contractor under clause 2(a)(ii), and are incorporated into this agreement as if set out in full in this agreement.
- (d) Nothing in this clause 2 will give rise to an entitlement to increase or decrease the Project Contract Sum.
- (e) [REDACTED]
- (i) [REDACTED]
 - (ii) [REDACTED]

(f)



3. New Portions and Interim Milestones

3.1 Sub-Portions

- (a) In respect of:
 - (i) each part of Portion 1 referred to in Attachment 2 (each a **Sub-Portion**), the SVC Contractor will use best endeavours to reach Sub-Portion Completion by the date specified in Part B of Attachment 2; and
 - (ii) each Interim Milestone referred to in Part A of Attachment 2, the SVC Contractor will use best endeavours to achieve that Interim Milestone by the date specified in Part A of Attachment 2.
- (b) The Principal acknowledges and agrees that, except where the SVC Contractor has failed to comply with clause 3.1(a)(i) or clause 3.1(a)(ii), a failure:
 - (i) to achieve a Sub-Portion; or
 - (ii) to achieve an Interim Milestone,will not by itself constitute a breach of this agreement.
- (c) The SVC Contractor acknowledges and agrees that nothing in this agreement constitutes a Direction under or in relation to the SVC Project Deed and that clause 11.2(d) of the SVC Project Deed applies to any steps or measures taken, or anything done, by the SVC Contractor under or in relation to this agreement.

3.2 Construction Completion of Sub-Portions

- (a) When the SVC Contractor considers it has achieved Sub-Portion Completion of a Sub-Portion, the SVC Contractor must notify the Principal's Representative and the Independent Certifier in writing and provide them with an executed certificate in the form of Attachment 3.

Thereafter, and subject to clause 3.2(d), the Principal's Representative, the Project Director and the Independent Certifier must jointly inspect the SVC Contractor's Activities at a mutually convenient time.
- (b) Following the inspection under clause 3.2(a), the Independent Certifier must within 5 Business Days of receipt of a notice under clause 3.2(a), or of receipt of a notice under clause 3.2(c):
 - (i) if Sub-Portion Completion of the Sub-Portion has been achieved, provide to the Principal's Representative and the SVC Contractor a document signed by the Independent Certifier in the form of Attachment 4 (**Notice of Sub-Portion Completion**) specifying the date on which Sub-Portion Completion of the Sub-Portion was achieved (**Date of Sub-Portion Completion**); or
 - (ii) if Sub-Portion Completion of the Sub-Portion has not been achieved, issue a notice to the SVC Contractor and the Principal in which it states:

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- A. the items which remain to be completed before Sub-Portion Completion of the Sub-Portion; or
 - B. that the SVC Contractor is so far from achieving Sub-Portion Completion of the Sub-Portion that it is not practicable to notify the SVC Contractor of the items which remain to be completed as contemplated by clause 3.2(b)(ii)A.
- (c) If the Independent Certifier issues a notice under clause 3.2(b)(ii)B the SVC Contractor must proceed with the SVC Contractor's Activities and thereafter when it considers it has achieved Sub-Portion Completion of the Sub-Portion it must give the Principal's Representative written notice to that effect after which clauses 3.2(a) and 3.2(b) will reapply.
- (d) The SVC Contractor acknowledges and agrees that:
- (i) the Principal's Representative may invite any other person to attend any joint inspection provided for by this clause 3, including representatives of OpCo; and
 - (ii) the Principal's Representative and OpCo may provide comments to the Independent Certifier (with a copy to the SVC Contractor) in relation to any non-compliance of the SVC Contractor's Activities with the SVC Project Deed.

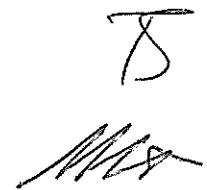
3.3 Effect of a Notice of Sub-Portion Completion

- (a) A Notice of Sub-Portion Completion will not:
- (i) constitute approval by the Principal or the Principal's Representative of the SVC Contractor's performance of its obligations under this agreement or the SVC Project Deed;
 - (ii) be taken as an admission or evidence that the Project Works or the Handover Works to which the Notice of Sub-Portion Completion relates comply with this agreement or the SVC Project Deed; or
 - (iii) prejudice any rights or powers of the Principal or the Principal's Representative.
- (b) Without limiting clause 3.3(a), the parties agree that, in the absence of manifest error by the Independent Certifier, the Independent Certifier's certification as set out in a Notice of Sub-Portion Completion is final and binding on the parties for the purposes only of establishing that the stage equivalent to Construction Completion of the relevant Sub-Portion has occurred.

3.4 Sub-Portions may become new Portions

- (a) The parties acknowledge and agree that, if Sub-Portion Completion is achieved in respect of a Sub-Portion, the Principal may, at any time, determine that the Sub-Portion will become a separate Portion (**New Portion**) by written notice specifying the date on which it was determined.
- (b) If the Principal issues a written notice under clause 3.4(a):
- (i) the Portion of which the Sub-Portion forms part (**Original Portion**) will be divided as follows:

- A. the New Portion will comprise the part of the Project Works that form the Sub-Portion for which a Notice of Sub-Portion Completion has been issued as described in the written notice;
 - B. the remainder of the Original Portion will be a separate Portion and comprise the part of the Project Works in the Original Portion, other than the Part of the Project Works in any New Portion;
- (ii) notwithstanding anything else:
- A. the SVC Contractor must achieve Construction Completion of the Original Portion as if this agreement had never been entered into and no New Portion was created under this agreement; and
 - B. the parties agree that, in issuing a Notice of Construction Completion in respect of the Original Portion, the Independent Certifier must determine whether the SVC Contractor has achieved Construction Completion in respect of all Project Works which form part of the Original Portion, including in respect of the Project Works which form part of the New Portion.
- (iii) subject to clause 3.4(b)(ii), until a Notice of Construction Completion in respect of the Original Portion is issued by the Independent Certifier, the Date of Construction Completion in respect of the New Portion will be deemed to be the date specified in the written notice issued under clause 3.4(a);
- (iv) the interpretations under the SVC Project Deed of:
- A. SVC Contractor's Activities;
 - B. Project Works;
 - C. Temporary Works;
 - D. Works;
 - E. Handover Works;
 - F. Third Party Works;
 - G. Local Area Works;
 - H. Property Works;
 - I. Utility Service Works;
 - J. Project Site;
 - K. Construction Site;
 - L. Temporary Areas;
 - M. Construction Completion;

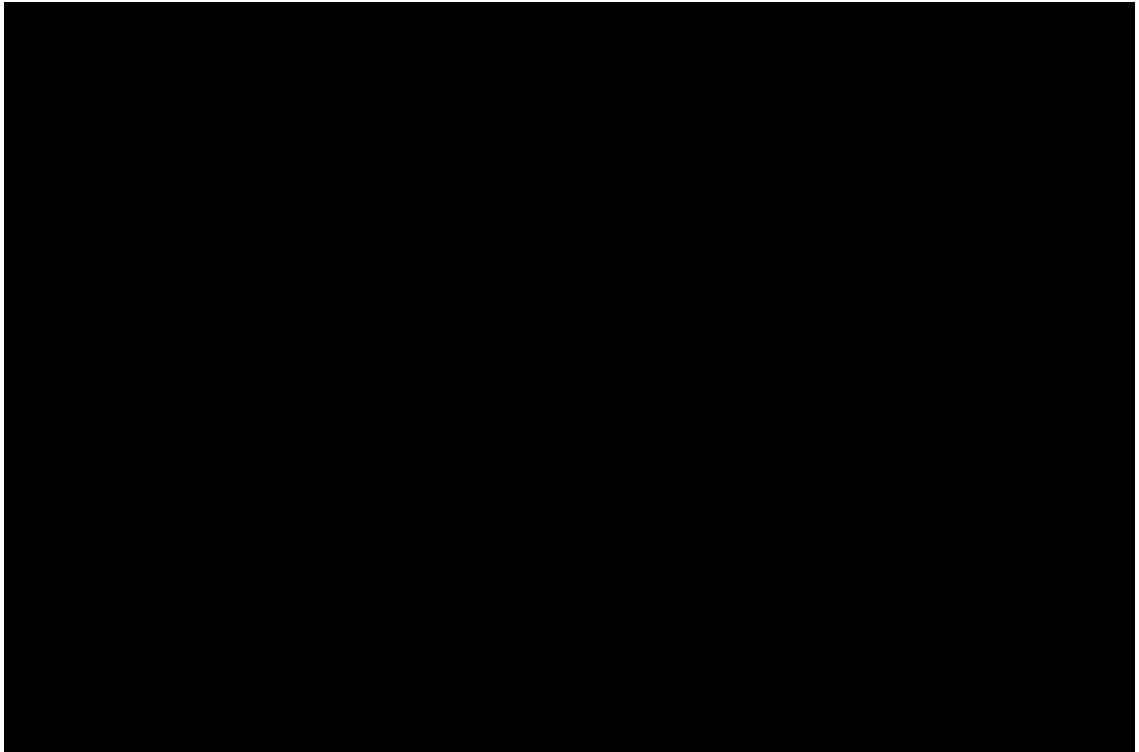


- N. Date for Construction Completion;
- O. Date of Construction Completion; and
- P. Defects Correction Period,

and clauses 3.1 to 3.4, 5.1(c)(x), 6.1(a)(ii), 7.8, 7.12, 7.14, 8, 11, to 11.13, 12.2, 13.1, 13.4, 13.5 and 13.15 of the SVC Project Deed, Schedules 1 and 2 to the SVC Project Deed and the SWTC (including its appendices) will apply separately to each New Portion and references therein to any of the terms in paragraphs A - P above will mean so much of the SVC Contractor's Activities, Project Works, Temporary Works, Works, Handover Works, Third Party Works, Local Area Works, Property Works, Utility Service Works, Project Site, Construction Site, Temporary Areas, Construction Completion, Date for Construction Completion, Date of Construction Completion and Defects Correction Period as is comprised in, or associated with, the relevant New Portion;

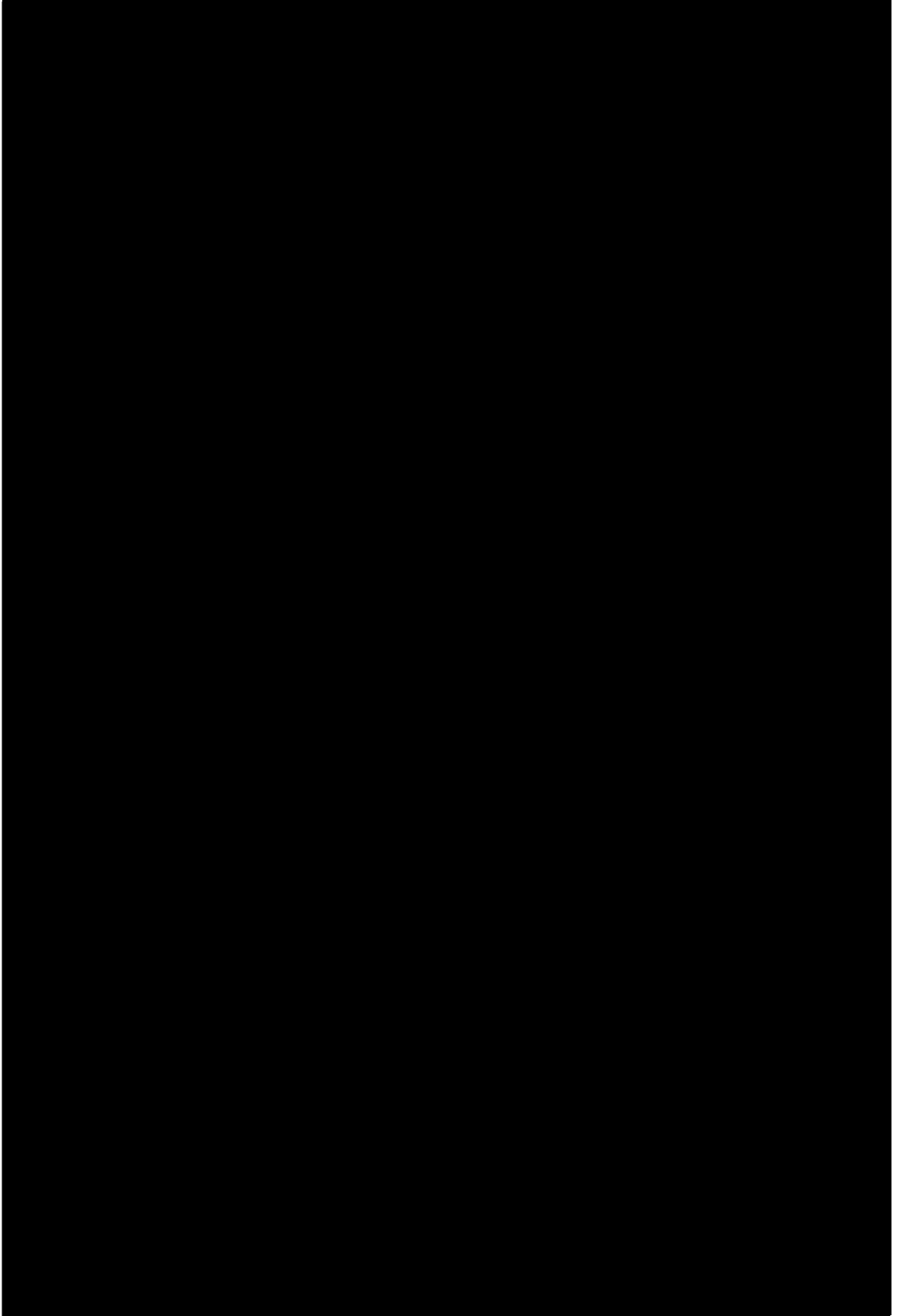
- (v) the Principal has the rights set out in clause 11.14 of the SVC Project Deed in respect of the New Portion, except that all references in clause 11.14 to "Date of Construction Completion" will be read as though they were references to the "Date of Sub-Portion Completion"; and
- (vi) the parties acknowledge and agree that the liquidated damages applicable to the Original Portion under the SVC Project Deed constitute a genuine pre-estimate of the Principal's loss incurred as a result of the SVC Contractor not achieving Construction Completion of the Original Portion by the Date for Construction Completion of the Original Portion and that this is not in any way affected by the creation of any New Portion pursuant to the determination pursuant to clause 3.4 or anything else under or arising out of this agreement.

3.5



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3.6



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3.7 Obligations under the SVC Project Deed unaffected

(a) Subject to clause 3.4 and clause 3.6, nothing in this agreement, and no determination made by the Principal under clause 3.4, will limit or affect the responsibilities, obligations or liabilities of the SVC Contractor under the SVC Project Deed in respect of any Portion existing under the SVC Project Deed immediately prior to the date of this agreement including, without limitation:

- (i) the obligation of the SVC Contractor to achieve Construction Completion of any Portion by the relevant Date for Construction Completion;
- (ii) the SVC Contractor's obligations under clause 11.10 of the SVC Project Deed, including in relation to liquidated damages and indemnification; and
- (iii) the SVC Contractor's obligations under clauses 9.2 and 9.3 of the SVC Project Deed,

and all such responsibilities, obligations or liabilities will not be affected in any way whatsoever and the parties' rights and obligations in respect of all such matters will be assessed and determined as if no determination had been made under clause 3.4 and this agreement did not exist.

(b) Without limiting the Principal's rights, the parties acknowledge and agree that the Principal may nominate OpCo as its nominee under clause 11.13(b) of the SVC Project Deed.

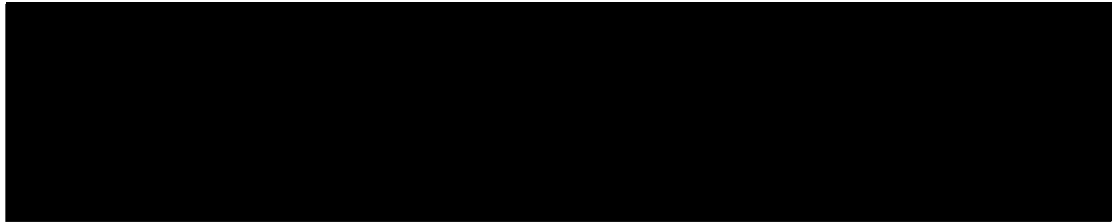
4. Reduction to other time related entitlements

If the SVC Contractor has, may have or may in the future have:

- (a) any entitlement arising under clauses 6.4(d)(ii), 11.1, 11.7, 11.9 of the SVC Project Deed; or
- (b) any entitlement whether under the SVC Project Deed or otherwise associated with any delay (except for costs to which the SVC Contractor is entitled under clause 11.8 of the SVC Project Deed), disruption, suspension, acceleration, compression of the SVC Contractor's Activities,

then the total aggregate amount of all such entitlements will be reduced by the total of Early Completion Payments and Interim Milestone Payments paid by the Principal under clause 3.5.

5.



6. Enhanced QA payment

- (a) Within 7 days of the date of this agreement, the SVC Contractor must engage SMEC to perform the activities described in Attachment 5 and in this agreement.
- (b) SMEC's role is to, amongst other things:
 - (i) without limiting the rights or obligations of the parties under this agreement or the SVC Project Deed, independently certify that the SVC Contractor has constructed the Project Works in accordance with the Design Documentation by providing certificates as follows:
 - A. on the 25th day of each month, a monthly certificate in the form of Attachment 6 in relation to the Works undertaken in the previous month;
 - B. at the completion of the Works in relation to each Portion or Sub-Portion, a certificate in the form of Attachment 7 in relation to the Works forming part of that Portion or Sub-Portion;
 - C. by 6 May 2016, a certificate in the form of Attachment 8 in relation to all Works undertaken prior to 1 February 2016 in the following areas:
 - 1) Second Ponds Creek Viaduct (Spans SPC 1 to 10);
 - 2) Sub-Station Rouse Hill (Spans 80 to 84);
 - 3) Kellyville Station (Spans 26 to 35);
 - 4) Rouse Hill Station (Spans 98 to 108);
 - 5) Balmoral to Kellyville (Spans 1 to 25);
 - 6) Sam Riley Carpark (NRT) (Spans 36 to 45); and
 - 7) Windsor Road Bridge (Spans 112 to 114);
 - D. by 15 June 2016, a certificate in the form of Attachment 8 in relation to all Works undertaken prior to 1 February 2016 in any areas not specified in clause 6(b)(i)C above; and
 - (ii) (if SMEC certifies the matters referred to in clause 6(b)(i)) provide a certificate to the SVC Contractor and the Principal in the specified form.
- (c) Within 5 Business Days of the date of this agreement, the SVC Contractor must:
 - (i) procure that SMEC prepare a draft Prior Completed Works Certification Plan; and

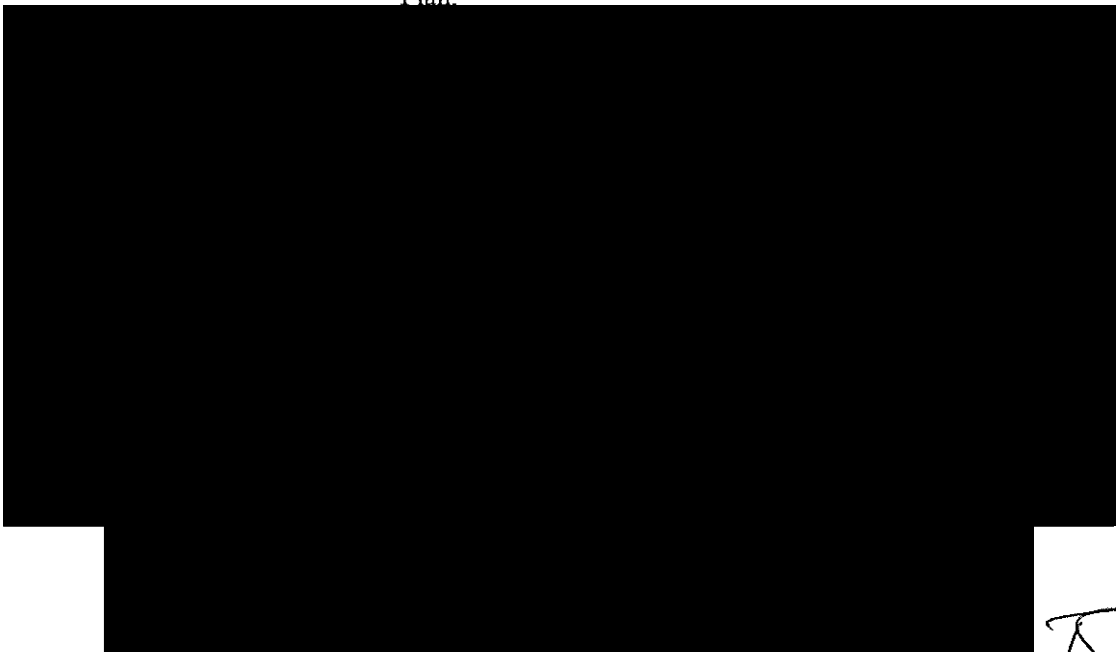
- (ii) submit the draft Prior Completed Works Certification Plan to the Principal's Representative.
- (d) The draft Prior Completed Works Certification Plan must comply with the requirements set out in and referred to in Attachment 5.
- (e) The Principal's Representative may review the draft Prior Completed Works Certification Plan submitted under this clause 6(c)(ii) and, within 7 Business Days of the submission of the draft Prior Completed Works Certification Plan,;
 - (i) if the draft Prior Completed Works Certification Plan submitted is satisfactory to the Principal's Representative (in its absolute discretion), notify the SVC Contractor of that in writing; or
 - (ii) if the draft Prior Completed Works Certification Plan submitted does not comply with the requirements of this agreement, including the requirements set out in and referred to in Attachment 5, or is otherwise not satisfactory to the Principal's Representative (in its absolute discretion), notify the SVC Contractor of that in writing.
- (f) If the SVC Contractor receives a notice under clause 6(e)(i), then the SVC Contractor must:
 - (i) procure that SMEC uses the draft Prior Completed Works Certification Plan for the purpose of issuing the certificates referred to in clauses 6(b)(i)C and 6(b)(i)D; and
 - (ii) ensure that SMEC does not decrease or otherwise reduce the scope of the approved Prior Completed Works Certification Plan, or the scope of work or level of effort or expertise required by the Prior Completed Works Certification Plan, or the number of personnel or extent of surveillance required, without the prior written approval of the Principal's Representative.
- (g) If the SVC Contractor receives a notice under clause 6(e)(ii),
 - (i) the SVC Contractor must promptly and, in any event, no later than within 5 Business Days:
 - A. procure that SMEC prepare an amended draft Prior Completed Works Certification Plan, or relevant part or component of it; and
 - B. submit the amended draft Prior Completed Works Certification Plan, or relevant part or component of it to the Principal's Representative; and
 - (ii) the process set out in clause 6(e) will reapply.
- (h) The Principal's Representative owes no duty to the SVC Contractor or SMEC to review any draft Prior Completed Works Certification Plan, or relevant part or component of it submitted by the SVC Contractor for errors, omissions or compliance with the requirements set out in and referred to in Attachment 5.
- (i) No review of, comments upon, notice in respect of any Prior Completed Works Certification Plan or any other act or omission of the Principal's Representative in

relation to any Prior Completed Works Certification Plan will lessen or otherwise affect:

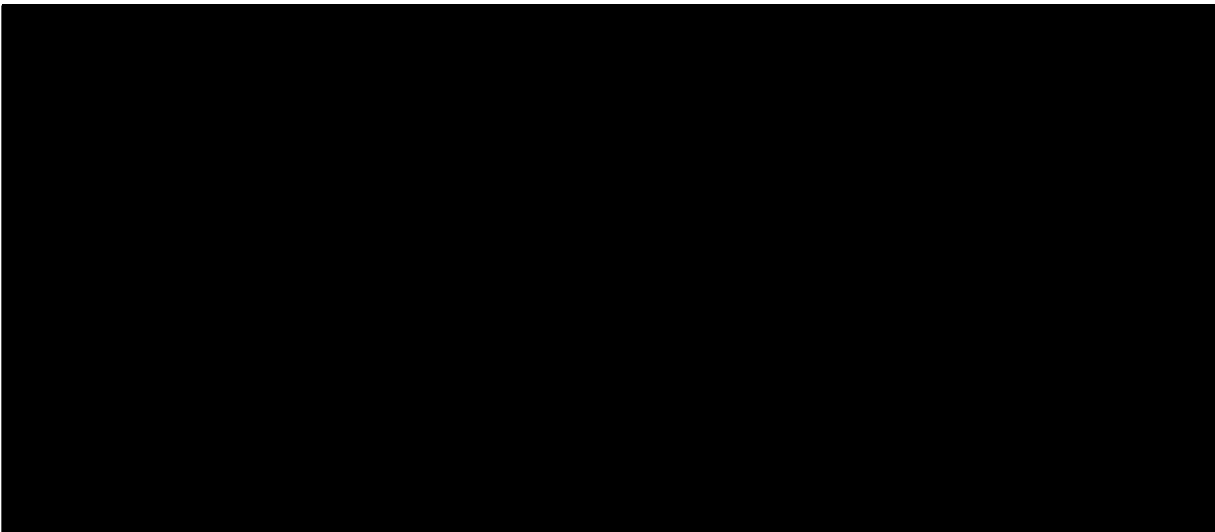
- (i) the SVC Contractor's liabilities or responsibilities under this agreement or otherwise according to Law; or
- (ii) the Principal's rights against the SVC Contractor, whether under this agreement or otherwise according to Law.

(j) The parties acknowledge and agree that:

- (i) SMEC is not an employee, agent, contractor or consultant of the Principal;
- (ii) the SVC Contractor bears the full risk of any acts or omissions of SMEC or its employees, agents, contractors or officers in connection with the SMEC Activities;
- (iii) the SVC Contractor will bear full liability and responsibility for all amounts payable by the SVC Contractor to SMEC for the performance of the SMEC Activities; and
- (iv) the SVC Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:
 - A. the risks referred to in clause 6(c)(ii);
 - B. any acts or omissions of SMEC or its employees, agents, contractors or officers in connection with the SMEC Activities; or
 - C. any review or rejection of, or consultation or comments by the Principal's Representative nor any failure by the Principal's Representative, regarding the submission, review and approval of any draft Prior Completed Works Certification Plan.



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- (p) Except for the Principal's obligation under clause 6(k), the SVC Contractor releases and forever discharges, and agrees to hold harmless and acquit the Principal from and against all Claims the SVC Contractor has, at any time had, or may in the future have, against the Principal in connection with the:
 - (i) the SVC Contractor complying with its obligations in clause 6(a); or
 - (ii) any acts or omissions of SMEC or its employees, agents, contractors or officers in connection with the SMEC Activities.

7.



8. Sub-Portion Early Completion Plan

- (a) Attachment 9 sets out the requirements for the SVC Contractor's Sub-Portion Early Completion Plan (SPEC Plan).
- (b) The SVC Contractor must:
 - (i) provide an initial SPEC Plan which satisfies the requirements set out and referred to in Attachment 9 within 10 Business Days of the date of this agreement;
 - (ii) update each SPEC Plan and report against it on a monthly basis;
 - (iii) give the Independent Certifier and the Principal's Representative each SPEC Plan and report in both hard copy form and in an electronic form approved by the Principal.
- (c) No submission of or Direction relating to, or review of or comment upon, a SPEC Plan by the Principal or the Principal's Representative in connection with the SPEC Plan, nor the inclusion of the SPEC Plan in a schedule to this agreement, will:
 - (i) relieve the SVC Contractor from or alter its liabilities or obligations under the SVC Project Deed, especially (without limitation) the obligations under clauses 11.1, 11.2 and 11.3 of the SVC Project Deed;

- (ii) evidence or constitute notification of a delay or the claiming of or the granting of, an extension of time to any Date for Construction Completion, or a Direction by the Principal's Representative to accelerate, disrupt, prolong or vary any, or all, of the SVC Contractor's Activities; or
 - (iii) affect the time for performance of the Principal's or the Principal's Representative's obligations under this agreement, including obliging the Principal or the Principal's Representative to do anything earlier than is necessary to enable the SVC Contractor to achieve Construction Completion of a Portion by the Date for Construction Completion of the Portion.
- (d) If the SVC Contractor chooses to compress the SVC Contractor's Activities or otherwise accelerate progress, whether in accordance with the SPEC Plan or otherwise:
- (i) neither the Principal nor the Principal's Representative will be obliged to take any action to assist or enable the SVC Contractor to achieve Construction Completion of a Portion before the Date for Construction Completion of the Portion; and
 - (ii) the time for the carrying out of the Principal's or the Principal's Representative's obligations will not be affected.

9. SVC Project Deed to remain on foot

- (a) Subject to this agreement, the SVC Project Deed will remain on foot and unchanged and the respective rights and obligations of the parties under and arising out of the SVC Project Deed will remain unaffected by anything done, or anticipated to be done, pursuant to this agreement.
- (b) Notwithstanding the terms of this agreement the parties acknowledge and agree that the parties must comply with their obligations under the SVC Project Deed.

10. Limit of Liability

10.1 No effect on liability caps

Nothing in this agreement in any way modifies or affects any liability cap or its operation under the SVC Project Deed.

10.2 Total aggregate liability under this agreement and the SVC Project Deed

Subject to, and without limiting the operation of, clauses 9.1(d) and 9.1(e) of the SVC Project Deed, the total aggregate liability of the SVC Contractor to the Principal under this agreement and the SVC Project Deed, howsoever caused or arising whether in contract or in tort (including by negligence), equity, statute, by way of indemnity, contribution, unjust enrichment, warranty or guarantee or otherwise at law will be limited to the amount of any applicable liability cap under the SVC Project Deed.

11. Binding effect of this agreement

- (a) Each party acknowledges that this agreement may be relied on and enforced by each other party.

- (b) This agreement binds the parties and any executor, administrator, transferee, assignee, liquidator or trustee in bankruptcy appointed in respect of either party and any third party to whom either parties' rights and obligations under the SVC Project Deed are novated either in whole or in part.

12. Miscellaneous

12.1 Governing law

This agreement is governed by and must be construed according to the law governing the SVC Project Deed.

12.2 Further acts

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this agreement.

12.3 Confidentiality

- (a) Subject to clause 12.3(b) of this agreement, but without limiting clause 16.8 of the SVC Project Deed, the SVC Contractor must keep the terms of this agreement confidential and not themselves nor through their Associates, servants, agents or employees directly or indirectly disclose its terms or express any opinion they might hold about those terms.
- (b) The SVC Contractor is not obliged to keep confidential any information:
- (i) which is in the public domain through no default of the SVC Contractor; or
 - (ii) the disclosure of which is:
 - A. required by Law;
 - B. given with the written consent of TfNSW; or
 - C. given to a court in the course of proceedings to which the SVC Contractor is a party.

12.4 Expenses

Except as otherwise provided in this agreement each party must pay its own costs and expenses in connection with the negotiation, preparation, execution and performance of this agreement.

12.5 Counterparts

This agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart.

12.6 Entire agreement

To the extent permitted by law, in relation to its subject matter, this agreement:

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed by the parties; and

- (b) supersedes any prior agreement (whether or not in writing) between the parties.

12.7 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this agreement, except for representations or inducements expressly set out in this agreement.
- (b) Each party acknowledges and confirms that it does not enter into this agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this agreement.

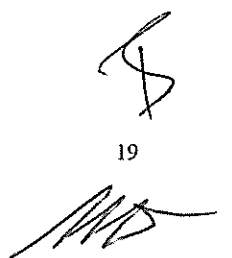
13. GST

- (a) Except where the context suggests otherwise, terms used in this clause have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time).
- (b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 13.
- (c) Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 13.
- (d) Any payment or reimbursement required to be made under this agreement for a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.
- (e) If GST is payable in relation to a supply made by or through a party (Supplier) under this agreement then:
 - (i) the Supplier must provide a valid tax invoice (that sets out the relevant GST payable and the basis on which the GST payable has been calculated) to the party that is required to provide consideration for that supply (**Recipient**), no later than the day on which the Recipient is required to provide consideration for that supply;
 - (ii) the Recipient must pay an additional amount to the Supplier equal to the amount of that GST, as set out on the relevant tax invoice provided by the Supplier; and
 - (iii) the additional amount is payable at the same time as other consideration is to be provided for the relevant supply. However, if the Supplier has not provided the relevant tax invoice by such time, the Recipient may, at its absolute discretion, defer payment of the additional amount until such tax invoice is provided.
- (f) If the GST payable in relation to a supply made by or through a party under this agreement varies from the additional amount paid by the Recipient under paragraph (e)(ii) then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient (as the case may be).

- (g) The Contractor represents and warrants that it is registered for GST as at the Effective Date.

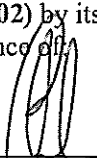
14. Dispute Resolution

Any dispute, difference, controversy or Claim (**Dispute**) directly or indirectly based upon, arising out of, relating to or in connection with this agreement shall be resolved in accordance with clause 15 of the SVC Project Deed.


A handwritten signature in black ink, appearing to be 'MS', is located in the bottom right corner of the page.

Executed as an agreement.

Executed by Transport for NSW (ABN 18 804 239 602) by its authorised delegate in the presence of:

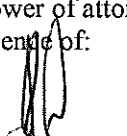

Signature of witness

Stephen James Watson
Full name of witness




Signature of Authorised Delegate

Rodd Staples
Name of Authorised Delegate

Signed for and on behalf of Salini Impreglio S.p.A (ABN 83 159 573 896) by its attorney under a power of attorney dated 8 October 2015 in the presence of:



Signature of witness

Stephen James Watson
Full name of witness




Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

MARCO ASSORATI
Full name of attorney

Executed by Salini Australia Pty Ltd (ABN 86 158 955 885) in accordance with section 127 of the Corporations Act 2001 (Cth):

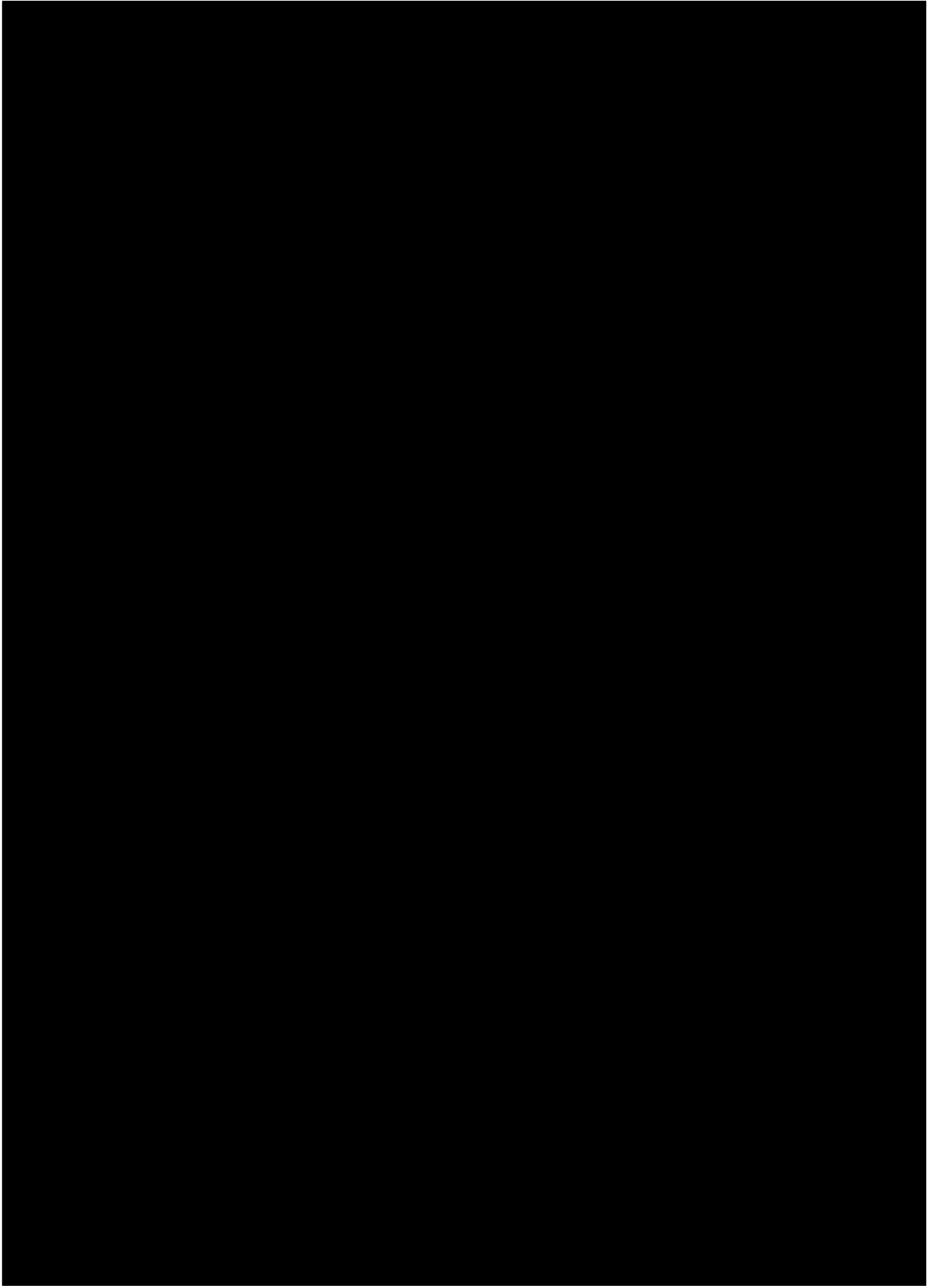

Signature of director

MARCO ASSORATI
Full name of director

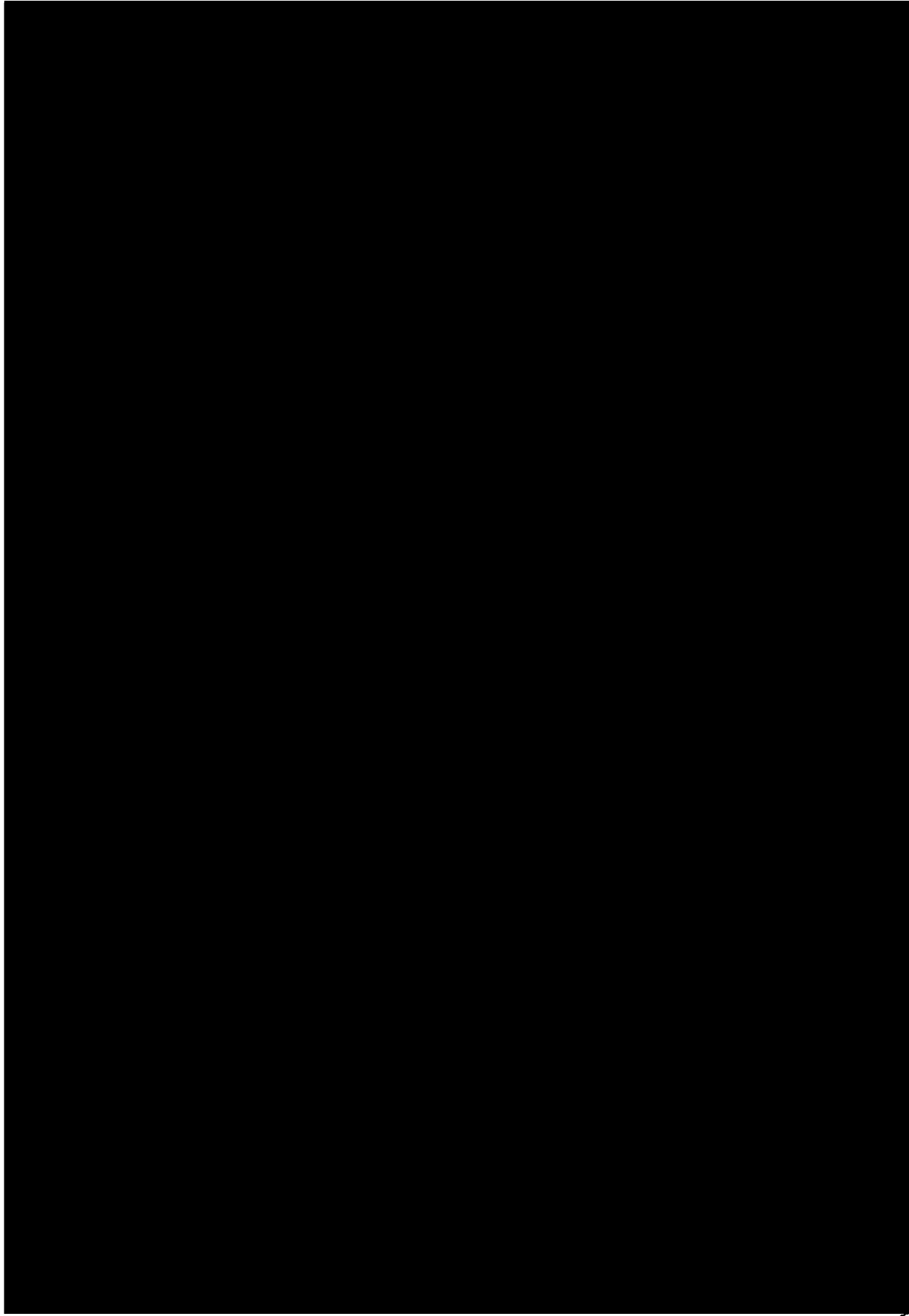

Signature of company secretary/director

BELINDA P. WIENE
Full name of company secretary/director

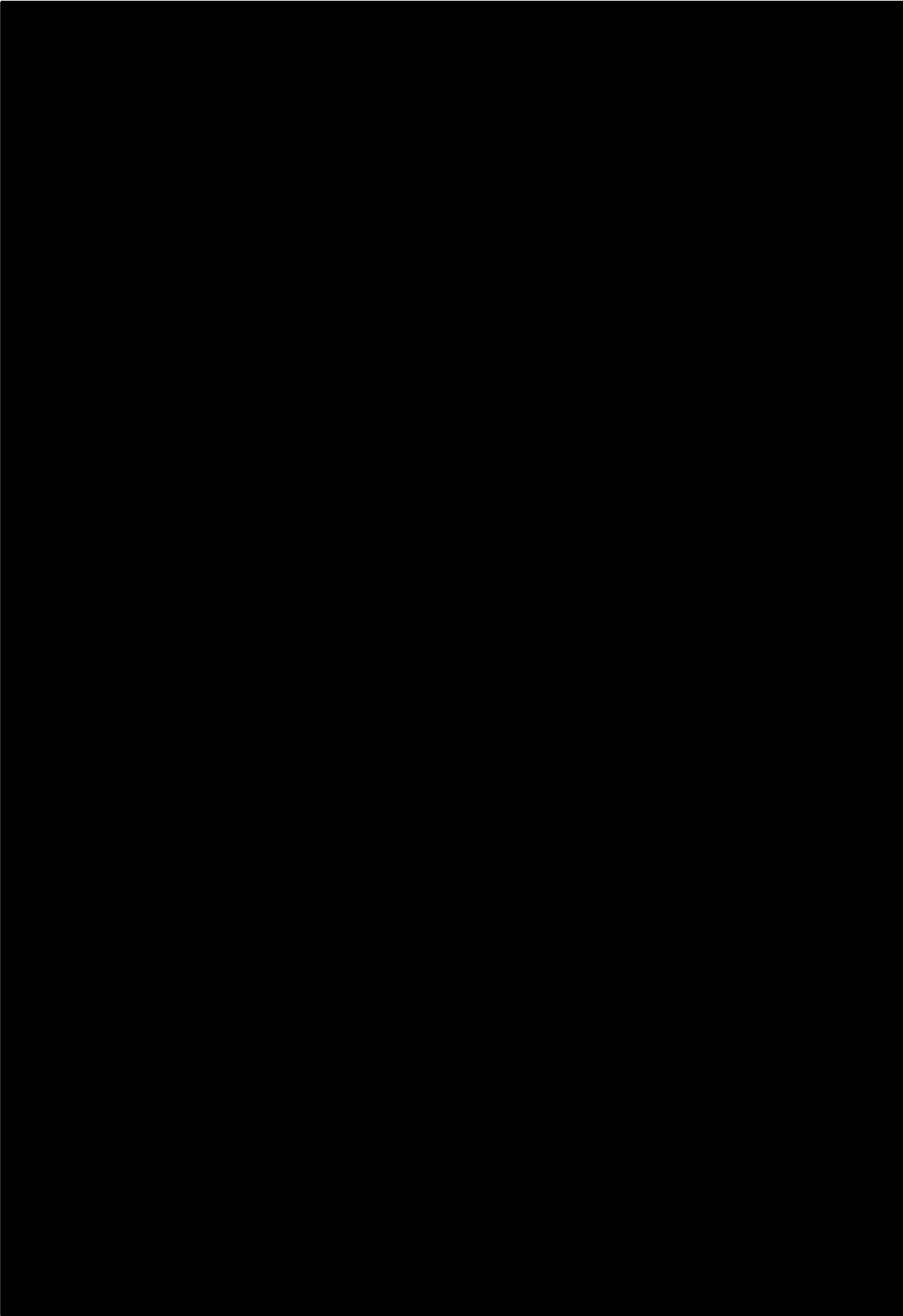
Attachment 1



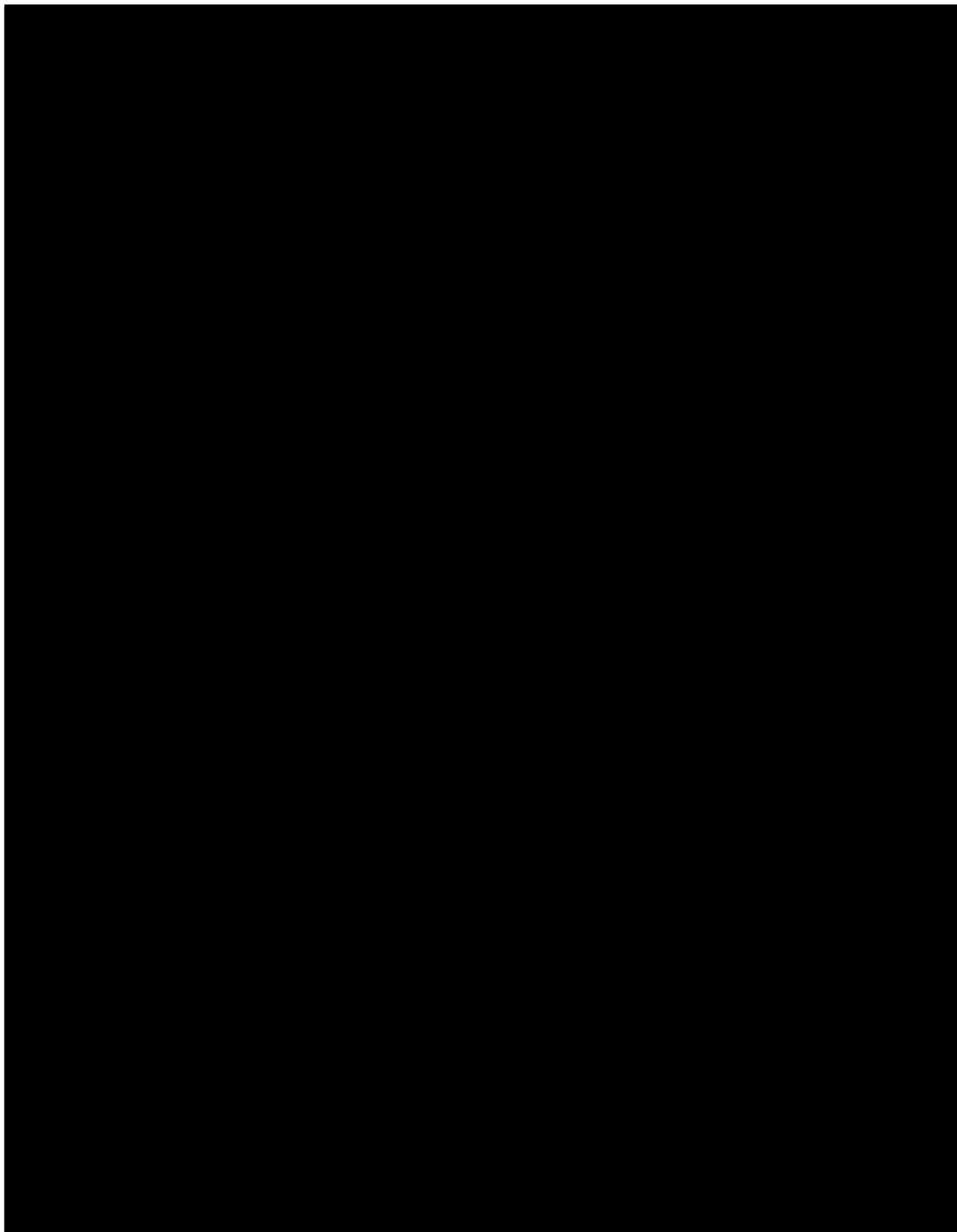
Handwritten signature and initials



MS
B



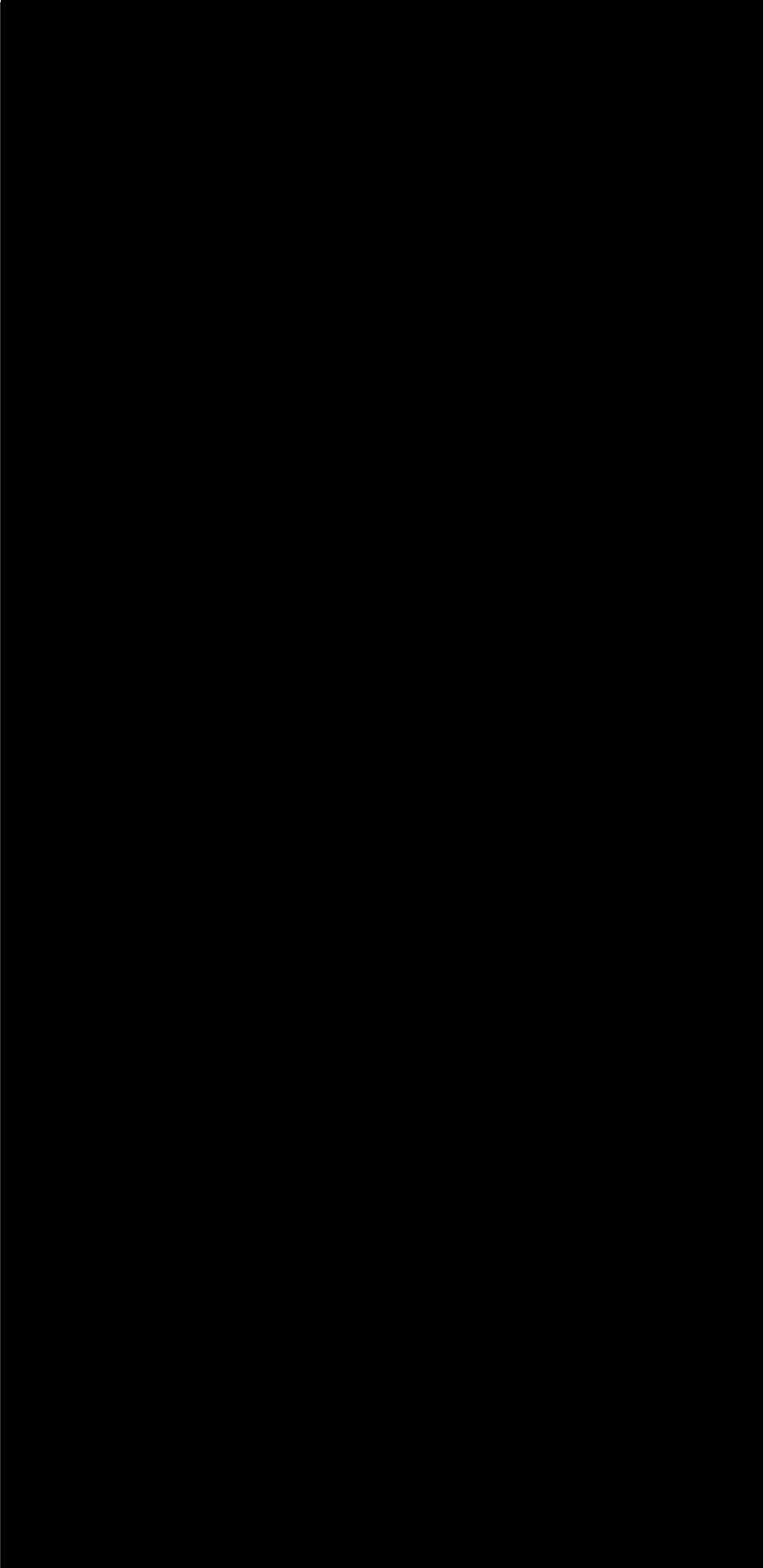
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Attachment 2

Sub-Portion	Description of Sub-Portion	Spans	PART A		PART B	
			Interim Milestone 1*	Interim Milestone 2**	Early Completion	Early Completion*
			Target Date	Target Date	Target Date	Target Date
A	Second Ponds Creek Viaduct	SPC 1 to 10	09 May 2016	30 May 2016	13 Jun 2016	
B	Sub-Station Rouse Hill	80 to 84	13 Jun 2016	04 Jul 2016	18 Jul 2016	
C	Kellyville Station	26 to 35	13 Jun 2016	04 Jul 2016	18 Jul 2016	
D	Rouse Hill Station	98 to 108	20 Jun 2016	11 Jul 2016	25 Jul 2016	
E	Balmoral to Kellyville	1 to 25	27 Jun 2016	18 Jul 2016	01 Aug 2016	
F	Sam Riley Carpark (NRT)	36 to 45	04 Jul 2016	25 Jul 2016	08 Aug 2016	
I.1	Windsor Road Bridge (segments only installed)	112 to 114	25 Jul 2016	15 Aug 2016	N/A	
TOTAL						

*For requirements for each of these milestones to be achieved refer to Interim Milestone and Early Completion Criteria Table



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Attachment 3 - SVC Contractor's Certificate

Sub-Portion Completion - Sydney Metro North West - Surface and viaduct civil works ("Project")

Clause 3.2(a)


To: [The Principal's Representative / The Independent Certifier]

From: [] (ABN []) ("SVC Contractor")

In accordance with the terms of clause 3.2(a) of the agreement between the Principal and the SVC Contractor titled "Sub-Portion Early Completion Agreement" and dated [] (**Agreement**), we hereby certify that Sub-Portion Completion of Sub-Portion [] has been achieved by the SVC Contractor on [] in accordance with the terms and conditions of the Agreement with respect to the Project.

.....

Signed for and on behalf of
[insert name of the SVC Contractor]



Attachment 4 - Notice of Sub-Portion Completion

Sub-Portion Completion - Sydney Metro North West - Surface and viaduct civil works ("Project")

Clause 3.2(b)(i)

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[insert date]

Transport for NSW
[insert address]

SVC Contractor
[insert address]

Dear [insert name]

NOTICE OF SUB-PORCION COMPLETION
Sub-Portion Early Completion Agreement ("Agreement") - Sydney Metro North West
Project Works - Sub-Portion [insert number]

We refer to clause 3.2(b)(i) of the Agreement and hereby advise you that:

Sub-Portion [insert number] reached the stage of Sub-Portion Completion on [insert date].

This Notice of Sub-Portion Completion does not relieve the SVC Contractor of its obligation to rectify Defects under clause 8 of the SVC Project Deed and to complete other outstanding obligations under the SVC Project Deed or the Agreement.

Yours sincerely

.....

[]

for and on behalf of the Independent Certifier

Attachment 5 – Scope of services to be provided by SMEC

SMEC CONSTRUCTION SURVEILLANCE AND CERTIFICATION SERVICES

The scope of the SMEC construction surveillance and certification services includes:

1. Review of all Inspection and Test Plans to ensure that the Works comply with the Design Documentation and to ensure the inclusion of all necessary Hold and Witness Points.
2. Attendance and required involvement of appropriate personnel for the release of all Hold Points and presence at Witness Points.
3. Undertaking surveillance and inspection of the Works as required for SMEC's certification of the Works.
4. Provision of a monthly certificate to each of the SVC Contractor and the Principal in relation to all Works undertaken on and from 1 February 2016, certifying that the Works undertaken during that month comply with the requirements of the Design Documentation. The monthly certificate to be provided must be in the form of Attachment 6.
5. Certification of Works undertaken prior to 1 February 2016 (**Prior Completed Works**), by provision of a certificate to each of the SVC Contractor and the Principal in the form of Attachment 8 certifying in accordance with the Prior Completed Works Certification Plan that the Prior Completed Works comply with the Design Documentation. SMEC is to prepare a draft Prior Completed Works Certification Plan detailing how it proposes to certify all the Prior Completed Works. The Prior Completed Works Certification Plan must require a degree of skill, care, prudence, foresight and practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced person, engaged in the same or similar type of undertaking as that of the SMEC personnel involved in certifying the Prior Completed Works.
6. The SVC Contractor must provide the draft Prior Completed Works Certification Plan to the Principal for review. To the extent that the Principal is not satisfied (in its absolute discretion) with the draft Prior Completed Works Certification Plan, SMEC must revise the draft Prior Completed Works Certification Plan to address any comments from the Principal.
7. For each Portion (or part thereof), provision of a certificate to each of the SVC Contractor and the Principal certifying that completion of the Works in relation to the Portion (or part thereof) has been achieved in accordance with the Design Documentation. The certificate certifying completion of the Works in relation to the Portion (or part thereof) to be provided must be in the form of Attachment 7.
8. Provision of monthly surveillance reports to each of the SVC Contractor and the Principal in respect of SMEC's scope. The form and scope of the report is to be agreed with the Principal.
9. Provision of reports to the Principal on specific matters as required by the SVC Contractor.
10. Attendance at meetings with TfNSW, the IC and other parties as required by the SVC Contractor.
11. Attendance by SMEC Executive at meetings as required by the SVC Contractor.



Attachment 6 – Form of monthly certificates to be provided by SMEC

Certificate of Construction Compliance - North West Rail Link - Surface and viaduct civil works ("Project")

[ON SMEC LETTERHEAD]

[insert date]

TO:

Transport for NSW

[insert address]

AND

SVC Contractor

[insert address]

Dear [insert name] and [insert name]

**CERTIFICATE OF CONSTRUCTION COMPLIANCE
SVC Project Deed ("Deed") North West Rail Link
Project Works - Portion [insert number]**

We refer to deed between the Principal and Impregilo S.p.A (ABN 18 804 239 602) and Salini Australia Pty Ltd (ABN 86 158 955 885) ("SVC Contractor") dated 17 December 2013 with respect to the Project (Project Deed) and the agreement between the SVC Contractor and SMEC dated [insert] (Consultancy Services Agreement).

Unless the context indicates otherwise, capitalised terms in this certificate have the meaning given in the Project Deed.

We hereby certify that in relation to activities performed by the SVC Contractor during the period between [insert] and [insert]:

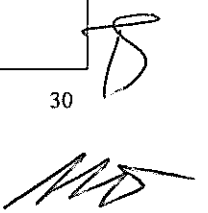
- (a) in relation to the Works detailed in the attached Appendix A, the SVC Contractor has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 5.2 of the Project Deed, subject to the register of outstanding minor Defects, non-conformances and unresolved issues detailed in the attached Appendix B;
- (b) the release of all Hold Points and Witness Points have been released satisfactorily with the exception of the items noted in the attached Appendix C.

SMEC warrants that the services provided are in accordance with the requirements of the Consultancy Services Agreement and acknowledges that it is aware that Transport for NSW will be relying upon the representations in this certificate.

Yours sincerely

.....

[]
for and on behalf of SMEC



Attachment 7 – Form of completion certificates to be provided by SMEC

**Construction Completion - North West Rail Link - Surface and viaduct civil works
("Project")**

Construction Completion of a Portion (or part thereof)

[ON SMEC LETTERHEAD]

[insert date]

TO:

Transport for NSW
[insert address]

AND

SVC Contractor
[insert address]

Dear [insert name]

**CERTIFICATE OF CONSTRUCTION COMPLETION
SVC Project Deed ("Deed") North West Rail Link
Project Works - Portion [insert number]**

We refer to deed between the Principal and Impregilo S.p.A (ABN 18 804 239 602) and Salini Australia Pty Ltd (ABN 86 158 955 885) ("SVC Contractor") dated 17 December 2013 with respect to the Project (Project Deed) and the agreement between the SVC Contractor and SMEC dated [insert] (Consultancy Services Agreement).

Unless the context indicates otherwise, capitalised terms in this certificate have the meaning given in the Project Deed.

We hereby certify, in respect of Works carried out on or after 1 February 2016, that the SVC Contractor has completed construction of [(delete one) Portion [insert number] / that part of Portion [insert number] described in the Schedule] on [insert date] in accordance with the Design Documentation it was entitled to use for construction purposes under clause 5.2 of the Project Deed, subject to minor Defects as referred to in paragraph (a) of the definition of "Construction Completion" specified in the attached Appendix A.

This Certificate of Construction Completion does not relieve the SVC Contractor of its obligation to rectify Defects under clause 8 of the Project Deed and to complete other outstanding obligations under the Project Deed.

SMEC warrants that the services provided are in accordance with the requirements of the Consultancy Services Agreement and acknowledges that it is aware that Transport for NSW will be relying upon the representations in this certificate.

Yours sincerely

.....
[]

for and on behalf of SMEC

Schedule

[insert description of part of Portion (if applicable)]



Attachment 8 – Form of certificates to be provided by SMEC in respect of Prior Completed Works

Certificate of Construction Compliance for Prior Completed Works - North West Rail Link - Surface and viaduct civil works ("Project")

[ON SMEC LETTERHEAD]

[insert date]

TO:

Transport for NSW

[insert address]

AND

SVC Contractor

[insert address]

Dear [insert name] and [insert name]

**CERTIFICATE OF CONSTRUCTION COMPLIANCE FOR PRIOR COMPLETED WORKS
SVC Project Deed ("Deed") North West Rail Link
Project Works - Portion [insert number]**

We refer to deed between the Principal and Impregilo S.p.A (ABN 18 804 239 602) and Salini Australia Pty Ltd (ABN 86 158 955 885) ("SVC Contractor") dated 17 December 2013 with respect to the Project (**Project Deed**) and the agreement between the SVC Contractor and SMEC dated [insert] (**Consultancy Services Agreement**).

Unless the context indicates otherwise, capitalised terms in this certificate have the meaning given in the Project Deed.

In relation to all Works in the areas specified in the attached Appendix A, we hereby certify that to the extent that those Works were undertaken prior to 1 February 2016, the SVC Contractor carried out construction of those Works in accordance with the Design Documentation it was entitled to use for construction purposes under clause 5.2 of the Project Deed.

This certification is on the basis of inspections, assessments, tests and investigations undertaken in accordance with Prior Completed Works Certification Plan.

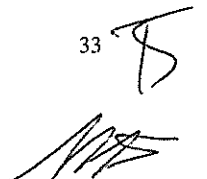
SMEC warrants that the services provided are in accordance with the requirements of the Consultancy Services Agreement and acknowledges that it is aware that Transport for NSW will be relying upon the representations in this certificate.

Yours sincerely

.....

[]

for and on behalf of SMEC



Attachment 9 – Requirements for Sub-Portion Early Completion Plan

SUB-PORITION EARLY COMPLETION PLAN (SPEC PLAN) MUST INCLUDE

Primavera P6 Summary Sub Portion Early Completion Program

- In accordance to NWRL Program Protocol Ver.3.3 with Program Narrative
- Work Breakdown Structured by each Sub-Portion
- Each Sub-Portion should include the three stages of Interim Milestones and Early Completion as per Attachment 2
 - Interim Milestone 1
 - Interim Milestone 2
 - Early Completion
- Summary Progress of asset management information and document deliverables by Sub Portion
- Summary Progress of Segment Casting / installation progress by
 - Sub-Portion
 - mould
- Summary Progress of Windsor Road Single Span Bridge which aligned with the design & construction methodology with individual physical element against which progress can be measure, it should include:
 - Progress summary of each stage of the construction
 - Tower installation & commissioning
 - Cable installation & commissioning
 - Spine Beam installation & commissioning
 - Parapet installation & commissioning
 - Nose Wall installation & commissioning
 - Temporary structure construction and de-commissioning