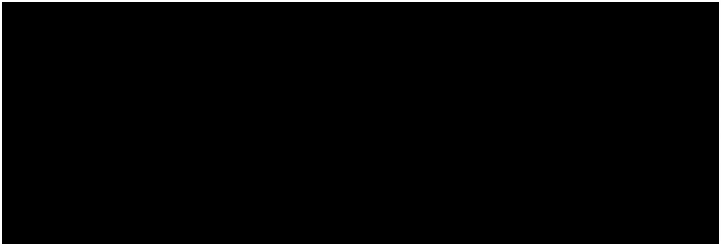
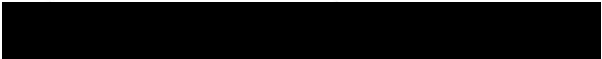
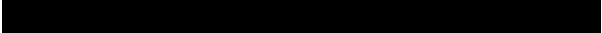










SCHEDULE A1. – REFERENCE SCHEDULE

(Clause 28.12(c), clause 39(d) and Schedule A2)

No	Item	Details
1.	WL Contractor <i>(Definition of WL Contractor)</i>	Name: John Holland Pty Limited ABN: 11 004 282 268 Address: Level 5, 380 St Kilda Road, Melbourne VIC 3004 Contractor Licence No.: 10412
2.	WL Developer <i>(Definition of WL Developer)</i>	The special purpose vehicle which will be established and owned by: 
3.	WL Contractor Guarantor <i>(Definition of WL Contractor Guarantor and clause 3.4)</i>	Name:  ABN:  Address: 
4.	Not used	Not used
5.	Not used	Not used
6.	Principal's Representative <i>(Definition of Principal's Representative and clause 8.1)</i>	Name:  Email:  Phone:  Any Notice in relation to a Claim or a Dispute must also be sent to the General Counsel  and Deputy General Counsel  of Sydney Metro, or such other person as notified by the General Counsel or the Deputy General Counsel in writing).
7.	WL Contractor's Representative <i>(Definition of WL Contractor's)</i>	Name:  Email: 

JOHN HOLLAND

No	Item	Details
	<i>Representative and clause 8.3)</i>	Phone: [REDACTED]
8.	Appointed Principal Contractor <i>(Definition of Appointed Principal Contractor and clause 6.3)</i>	Name: John Holland Pty Limited ABN: 11 004 282 268 Address: Level 5, 380 St Kilda Road, Melbourne VIC 3004
9.	Principal's Land <i>(Definition of Principal's Land)</i>	The Principal's Land at the date of this deed is the following: <ul style="list-style-type: none"> • Lot 4 in Deposited Plan 215751, known as 134-138 Raglan Street, Waterloo; • Lot 5 in Deposited Plan 215751, known as 59-63 Botany Road, Waterloo; • Lot 1 in Deposited Plan 814205, known as 65 Botany Road, Waterloo; • Lot 1 in Deposited Plan 228641, known as 67 Botany Road, Waterloo; • Lot 2 in Deposited Plan 228641, known as 124-128 Cope Street, Waterloo; • Lot 1 in Deposited Plan 1084919, known as 69-83 Botany Road, Waterloo; • Lot 12 in Deposited Plan 399757, known as 130-134 Cope Street, Waterloo; • Lot 1 in Deposited Plan 27454, known as 85 Botany Road, Waterloo; • Lot 2 in Deposited Plan 27454, known as 87 Botany Road, Waterloo; • Lot 1 in Deposited Plan 996765, known as 89-91 Botany Road, Waterloo; • Lots A-E inclusive in Deposited Plan 108312 (being the land contained in Auto consol 7325-227), known as 136-144 Cope Street, Waterloo; • Lot 31 in Deposited Plan 805384, known as 150-160 Cope Street, Waterloo; • Lot 1 in Deposited Plan 433969 and Lot 1 in Deposited Plan 738891, known as 93-101 Botany Road, Waterloo; • Lot 32 in Deposited Plan 805384, known as 107-115 Botany Road, Waterloo; • Lot A in Deposited Plan 408116, known as 117 Botany Road, Waterloo; • Lot 1 in Deposited Plan 436831 and Lot 1 in Deposited Plan 205942, known as 119 Botany Road, Waterloo; and • Lot 2 in Deposited Plan 205942, known as 170-174 Cope

No	Item	Details
		<p>Street, Waterloo, but following consolidation, will be as set out in deposited plan PPN DP1257150.</p>
10.	<p>Initial Payment Security 1 Amount and Initial Payment Security 2 Amount and repayment amount</p> <p><i>(Definition of Initial Payment Security 1, Initial Payment Security 2 and clause 28.12)</i></p>	<p>Initial Payment Security 1 Amount: [REDACTED]</p> <p>Initial Payment Security 2 Amount: [REDACTED]</p> <p>Repayment Amount: [REDACTED]</p>
11.	<p>Principal's Notice details</p> <p><i>(Clause 39)</i></p>	<p>Address: [REDACTED]</p> <p>Email: [REDACTED]</p> <p>Attention: [REDACTED] and any additional person notified by the Principal in writing (any Notice in relation to a Claim or a Dispute must also be addressed to the General Counsel [REDACTED] and Deputy General Counsel [REDACTED] of Sydney Metro, or such other person as notified by the General Counsel or the Deputy General Counsel in writing).</p>
12.	<p>WL Contractor's Notice details</p> <p><i>(Clause 39)</i></p>	<p>Address: Level 5, 380 St Kilda Road, Melbourne VIC 3004</p> <p>Email: [REDACTED]</p> <p>Attention: [REDACTED]</p>

SCHEDULE A2. – DEFINITIONS

(Clause 1.1)

ABC Commissioner means the commissioner of the Australian Building and Construction Commission referred to in subsection 15(1) of the BCIIP Act.

ABCC means the body referred to in subsection 29(2) of the BCIIP Act.

Acceleration has the meaning given in clause 22.1(a)(ii).

Accepted Defect means a Defect accepted by the Principal under clause 27.5 (*Acceptance of a Defect*).

Accessible means, in relation to a part of the Construction Site, that such part is clean and clear and capable of safe use by the WL Contractor or an Interface Contractor for the purpose of carrying out the relevant works.

Accreditation means accreditation (including provisional accreditation, conditions or restrictions in respect of accreditation or any variation to the accreditation) under Part 3 of the Rail Safety National Law (or an exemption from the same).

Additional Third Party Agreement has the meaning given in clause 13(a)(iv).

Adjoining Owner means an entity identified in Schedule D6 (*Adjoining Properties*) as an "Adjoining Owner".

Adjoining Property means a property specified in Schedule D6 (*Adjoining Properties*).

Adjoining Property Easement means an Easement for Crane Access, Easement for Rock Anchors or Easement for Scaffolding and includes the Adjoining Property Easements contained in Schedule D18 (*Adjoining Property Easements*).

Adjoining Property Owner Agreement means an agreement with an Adjoining Owner substantially in the form of the Pro-forma Adjoining Property Owner Agreement (or such other form as the Principal may agree with any Adjoining Owner) and includes the Adjoining Property Owner Agreements contained in Schedule D5 (*Third Party Agreements*).

AEO or Authorised Engineering Organisation means an organisation providing a defined engineering service or product that has been assessed and granted authorised engineering status for Sydney Metro City & Southwest by the ASA.

Agreed Defect means a Defect which the Principal and the WL Contractor agree in writing or the Principal's Representative otherwise directs does not need to be rectified in order to achieve a Significant Completion.

Appointed Principal Contractor means the entity referred to in item 8 of the Reference Schedule.

Approval means any licence, permit, consent, approval, determination, exemption, certificate or permission from any Authority or under any Law, or any requirement made under any Law, which must be obtained or satisfied (as the case may be) to perform the WL Contractor's Activities but does not include:

- (a) any Direction given by the Principal or the Principal's Representative pursuant to this deed; or

- (b) the exercise by the Principal of its rights under this deed or any other WL Station Contract Document.

Artefact means any fossils, bones, artefacts, coins, articles of antiquity, structures or other remains or things of scientific, geological, historical or archaeological interest.

ASA Authorisation means an authorisation issued by the ASA to a legal entity which verifies that it has the relevant systems in place to carry out the class of Asset Lifecycle work specified in the authorisation.

ASA Charter means the document which identifies the ASA's objectives, functions, powers and governance and the duties of Public Transport Agencies and AEOs in relation to the ASA (as amended from time to time), a copy of which can be found on www.asa.transport.nsw.gov.au.

ASA Requirements has the meaning assigned to it in the ASA Charter.

Asset Lifecycle has the meaning assigned to it in the ASA Charter.

Asset Lifecycle Services means those parts of the WL Contractor's Activities which relate to the Asset Lifecycle of Transport Assets.

Asset Management Information means the information and documents relating to the operation and maintenance of the assets forming the Project Works as required by Appendix F6 of the SWTC.

Asset Standards Authority or **ASA** means the independent unit of that name established within Transport for NSW, the functions of which include setting, controlling, maintaining, owning and publishing the network and asset standards for Transport Assets for the Asset Lifecycle.

Associate means:

- (a) in respect of the Principal, the Principal's Representative, Infrastructure NSW, Infrastructure NSW's representative, and any of the employees, agents, contractors or officers of the Principal, the Principal's Representative or Infrastructure NSW to the extent they are engaged on Sydney Metro City & Southwest, but excludes:
- (i) the Independent Certifier;
 - (ii) the TSE Independent Certifier;
 - (iii) the Environmental Representative;
 - (iv) the WL Contractor and each person listed in paragraph (b) of this definition;
 - (v) any Interface Contractor;
 - (vi) the Operator; and
 - (vii) the employees, agents, consultants and officers of the persons listed in paragraphs (a)(i) to (vi) (inclusive) of this definition; and
- (b) in respect of the WL Contractor:
- (i) any Subcontractor;

- (ii) the WL Contractor Guarantor;
- (iii) not used;
- (iv) the WL Developer and the WL Developer's Associates; and
- (v) each of the employees, agents, contractors, consultants, officers, licensees and invitees of the WL Contractor and those persons listed in paragraphs (b)(i) to (b)(iv) (inclusive) of this definition (excluding any Interface Contractor and the Independent Certifier and its employees, agents, consultants and officers).

Assurance and Governance Plan means the Project Plan of that name, as updated from time to time in accordance with this deed.

Authorised User has the meaning given in clause 25.1(e).

Authority means:

- (a) any governmental, semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality;
- (b) any other person having a right to impose a requirement, or whose consent is required, under Law with respect to any part of the WL Contractor's Activities; or
- (c) any other person having jurisdiction over, or ownership of, any Utility Services, the Utility Service Works, any Local Areas or the Local Area Works undertaken on Local Areas,

excluding the Operator.

Bank Bill means a bill of exchange (under the *Bills of Exchange Act 1909* (Cth)) which has been accepted by any bank authorised under a Law of the Commonwealth or any State to carry on banking business.

Bank Bill Rate is, for the relevant period:

- (a) the rate, expressed as a yield percent per annum (rounded downwards to 2 decimal places) quoted as the average bid rate on the Reuters monitor system page BBSY (or any page which replaces that page) at about 12:00pm (Sydney time) on the first day of the relevant period, for Bank Bills having a tenor of approximately 90 days; or
- (b) if no average bid rate is published for Bank Bills of that tenor in accordance with paragraph (a) of this definition, the bid rate agreed in good faith by the parties having regard to the rates otherwise bid for Bank Bills having a tenor as described above, at or around that time.

Basis of Schedule & Management Procedure means the document referred to in Appendix F2 of the SWTC and contained in Schedule F1 (*Electronic files*) as an electronic file.

BCIIP Act means the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth).

BMCS Contractor means the contractor identified in Schedule A27 (*Nominated Subcontracts*) that:

- (a) has been engaged by the Principal under a framework agreement; and¹
- (b) is to be engaged by the WL Contractor under the BMCS DSI Contract in accordance with section 2 of Schedule A27 (*Nominated Subcontracts*) for the provision of the BMCS Works.

BMCS DSI Contract means the Nominated Subcontract to be entered into between the WL Contractor and the BMCS Contractor in respect of the BMCS Works, the form of which is included in Schedule F1 (*Electronic files*).

BMCS Works means the works to be performed by the BMCS Contractor in relation to the Project Works.

Building 1 Retail Lot has the meaning given in the MQD PDA.

Building 2 Affordable Housing Lot has the meaning given in the MQD PDA.

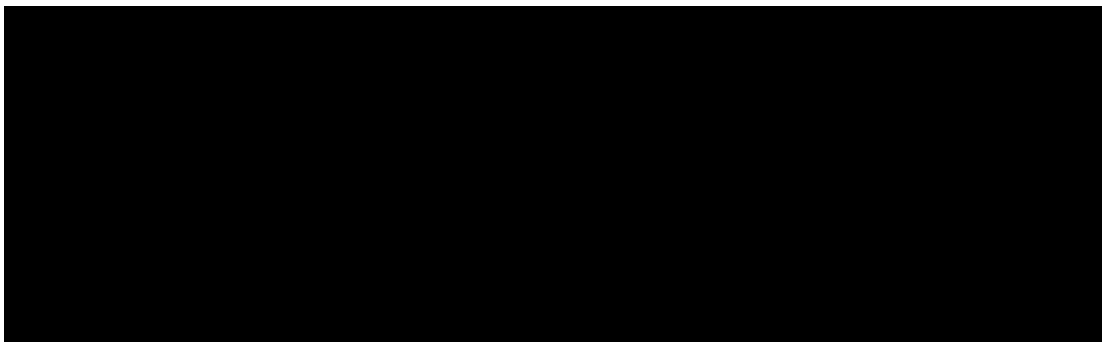
Building Code means the *Code for Tendering and Performance of Building Work 2016* (Cth), or any subsequent code of practice which takes effect and supersedes that Code.

Building Work has the meaning given in subsection 3(4) of the Building Code.

Business Day means a day on which banks are open for general banking business in Sydney (not being a Saturday, Sunday, public holiday or 27, 28, 29, 30 or 31 December).

Call-off Services means:

- (a) the Post Completion Activities; and
- (b) the videography, filming and editing services described in section 20 of Appendix F5 of the SWTC.



Chain of Responsibility Provisions refers to any section of the Heavy Vehicle National Law under which the WL Contractor is "a party in the chain of responsibility" (within the meaning given to that term under the Heavy Vehicle National Law).

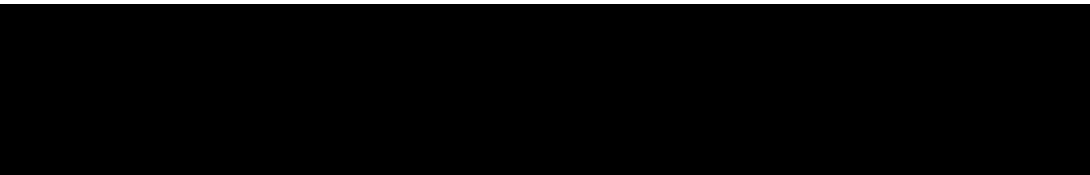
Change in Codes and Standards means a change in the Codes and Standards or a change in a NSW Government Policy (including any new code, standard, specification or

guideline which replaces a Code and Standard or any new NSW Government guidelines or requirements which replaces a NSW Government Policy) which takes effect after the date of this deed, excluding a change in the Codes and Standards or change in NSW Government Policy which, as at the date of this deed:

- (a) was published or of which public notice had been given (even as a possible change in the Codes and Standards or possible change in NSW Government Policy); or
- (b) a person experienced and competent in the delivery of works and services similar to the WL Contractor's Activities would have reasonably foreseen or anticipated,

in substantially the same form as the change in Codes and Standards or change in NSW Government Policy occurring after the date of this deed.

Change in Control means, in respect of an entity, any event occurs such that a change occurs in the Control of that entity.



Change in Law means any of the following which take effect on or after the date of this deed:

- (a) the amendment, repeal or change of an existing Law (other than an Approval or a decision of a court);
- (b) a new Law (other than an Approval or a decision of a court);
- (c) a Change in Codes and Standards which is the subject of a direction under clause 7.3(a)(ii)(B);
- (d) where:
 - (i) there is a legal challenge brought about by way of commencement of court proceedings in relation to the Planning Approval; or
 - (ii) the Planning Approval is modified, withdrawn, revoked, replaced, invalidated or suspended,

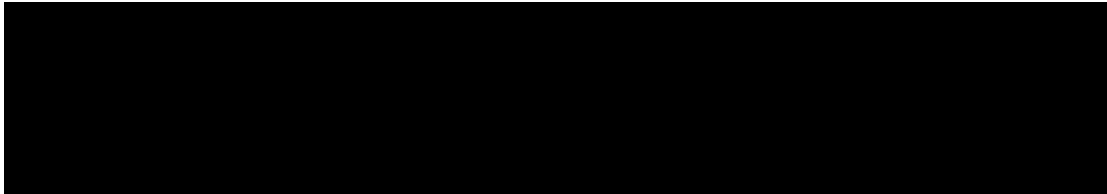
except to the extent that the legal challenge, modification, withdrawal, revocation, replacement, invalidation or suspension relates to or arises out of or in connection with (or, in the case of a legal challenge, is upheld due to) a Modification requested by the WL Contractor,

but excludes an amendment, repeal or change of an existing Law or a new Law or judgment:

- (e) in respect of Tax;
- (f) which was caused or contributed to by any act or omission of the WL Contractor; or
- (g) which, as at the date of this deed:

- (i) was published or of which public notice had been given (even as a possible amendment, repeal or change of an existing Law or a possible new Law or judgment); or
- (ii) a person experienced and competent in the delivery of works and services similar to the WL Contractor's Activities would have reasonably foreseen or anticipated,

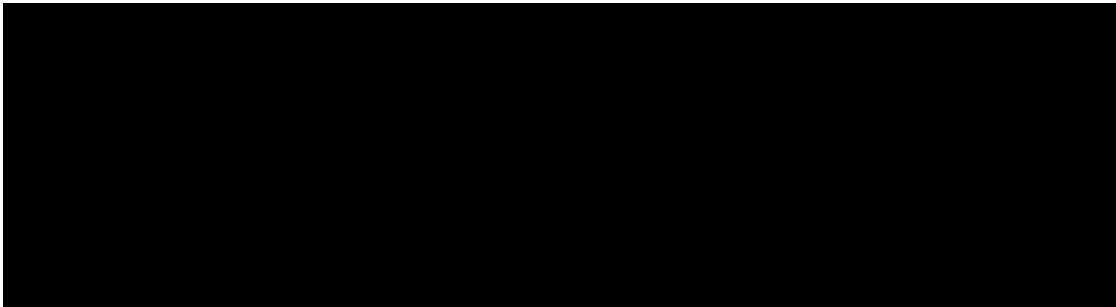
in substantially the same form as the amendment, repeal or change of an existing Law or new Law or judgment occurring after the date of this deed.



Claim means a claim, action, proceeding or demand, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Codes and Standards means:

- (a) the codes, standards, specifications and guidelines referred to in section 4.2 of the SWTC; and
- (b) the Sydney Metro Principal Contractor Health and Safety Standard.

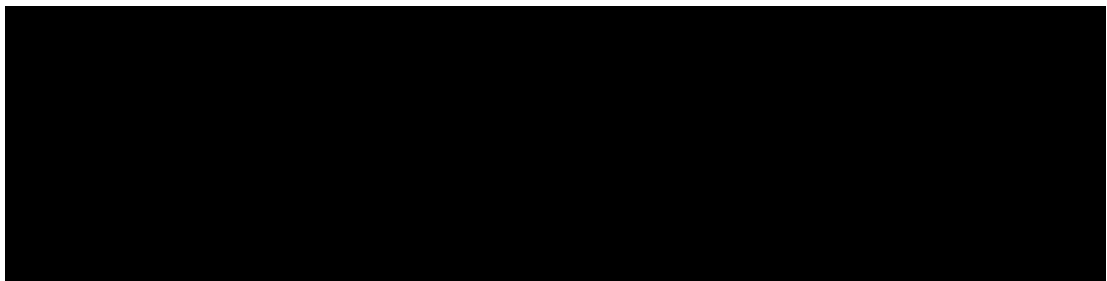


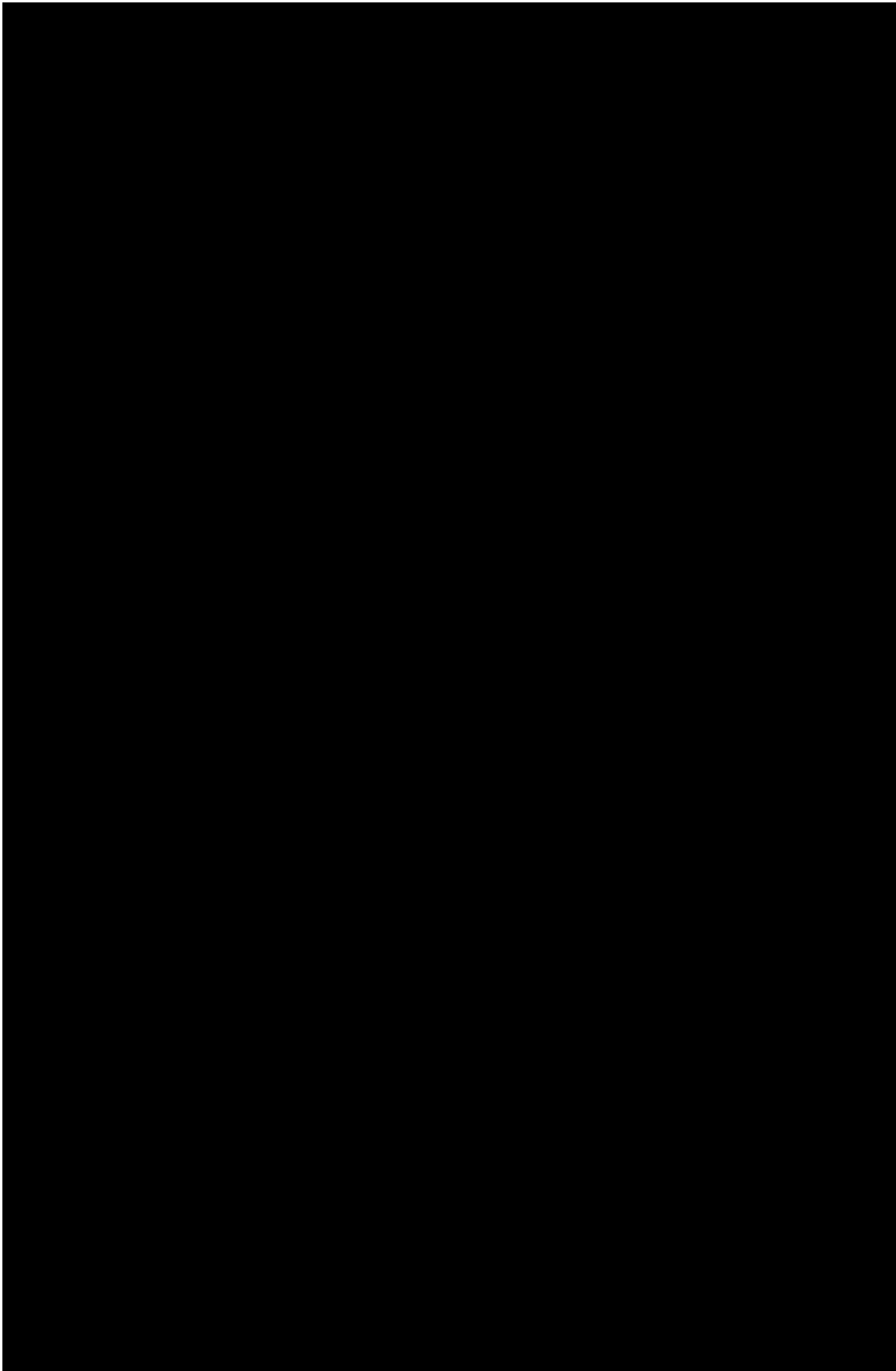
Collateral Warranty Deed Poll means a deed poll in substantially the same form as Schedule A16 (*Form of Collateral Warranty Deed Poll*).

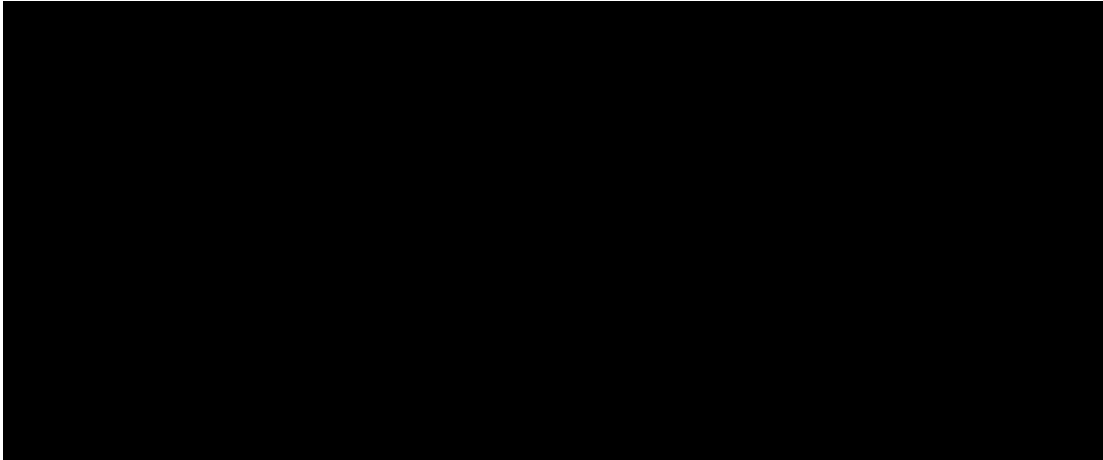
Commonwealth means the Commonwealth of Australia.

Community Communications Strategy - Waterloo means the Project Plan referred to as the Community Communications Strategy in Appendix F2 of the SWTC.

Compensation Event 







Completion means:

- (a) in respect of the Trackway Portion, the stage in the execution of the WL Contractor's Activities when the WL Contractor has:
 - (i) corrected all Minor Defects and Agreed Defects that are listed in the Notice of Substantial Completion with respect to that Portion; and
 - (ii) given to the Principal's Representative (with a copy to any Interface Contractor as required by the Principal) all Asset Management Information (including as-built drawings) which has not been rejected by the Principal's Representative in accordance with clause 6.12(c) with respect to the Trackway Portion; and
- (b) in respect of a Non-Trackway Portion, the stage in the execution of WL Contractor's Activities when:
 - (i) that Portion is complete in accordance with this deed except for Minor Defects, Agreed Defects and Accepted Defects;
 - (ii) the WL Contractor has:
 - (A) corrected all Minor Defects and Agreed Defects that are listed in the Notice of Substantial Completion with respect to that Portion;
 - (B) executed a certificate in the form of Schedule B8 (*WL Contractor's Certificate – Completion*) for that Portion and provided it to the Principal's Representative and the Independent Certifier;
 - (C) carried out and passed all Tests which are required under this deed to be carried out and passed prior to Completion of that Portion being achieved;
 - (D) carried out and passed all Tests which must necessarily be carried out and passed before that Portion can be used for its intended purpose and to verify that Portion is in the condition this deed requires it to be in at Completion of that Portion;
 - (E) obtained all Approvals that it is required under this deed to obtain prior to Completion of that Portion being achieved and provided those Approvals to the Principal's Representative;

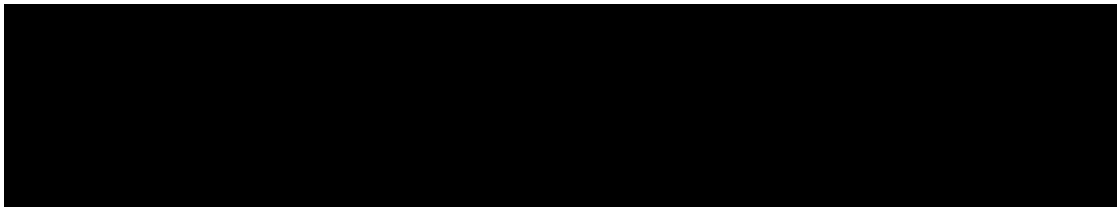
- (F) given to the Principal's Representative (with a copy to any Interface Contractor as required by the Principal) all Asset Management Information (including as-built drawings) which has not been rejected by the Principal's Representative in accordance with clause 6.12(c) with respect of that Portion;
- (G) given to the Principal's Representative (with a copy to any of the Interface Contractors as required by the Principal) all documents or other information in respect of the design, construction, testing, commissioning, completion, occupation, use and maintenance of that Portion which:
 - (aa) are required by this deed to be given to the Principal's Representative prior to Completion of that Portion being achieved; or
 - (bb) must necessarily be handed over before that Portion can be used for its intended purpose,

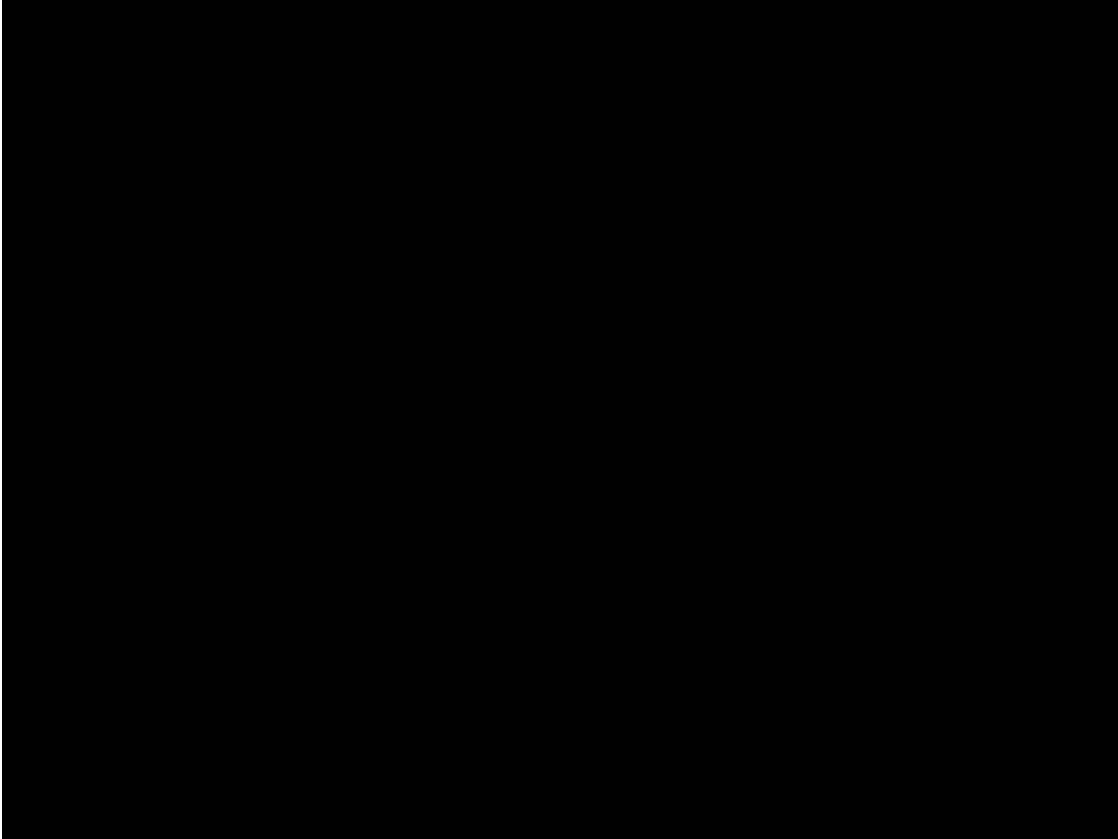
including copies of all documentation in accordance with the requirements of the SWTC;
- (H) provided the training referred to in Appendix F4 of the SWTC to the reasonable satisfaction of the Principal's Representative;
- (I) removed all Construction Plant from the parts of the Construction Site that relate to that Portion, other than:
 - (aa) where the Principal's Representative has given a notice under clause 26.2(a) to carry out Post Completion Activities after Completion of that Portion, any Construction Plant required to carry out those Post Completion Activities; and
 - (bb) any Construction Plant necessary to facilitate the handover of that Portion to the Principal or which is required to be retained on the Construction Site in accordance with clause 6.10(c) (where approved by the Principal's Representative in accordance with clause 6.10(c));
- (J) in respect of each discrete part of Property Works that form part of that Portion:
 - (aa) completed all such Property Works in accordance with clause 5.3 (*Property Works*), including all relevant work under clause 5.3(b);
 - (bb) provided the Principal's Representative with the documentation required by clause 5.3(d);
- (K) in respect of each discrete part of Utility Service Works that form part of that Portion:
 - (aa) completed all such Utility Service Works in accordance with the requirements of this deed and any relevant Third Party Agreement; and

- (bb) provided the Principal's Representative with the documentation required by clause 5.4(f);
- (L) in respect of each discrete part of Local Area Works that form part of that Portion:
 - (aa) completed all such Local Area Works in accordance with the requirements of this deed and any relevant Third Party Agreement; and
 - (bb) provided the Principal's Representative with the documentation required by clause 5.5(c);
- (M) in respect of any Extra Land occupied or used in connection with that Portion, provided the Principal's Representative with:
 - (aa) properly executed releases on terms satisfactory to the Principal's Representative (acting reasonably) releasing the Principal from all Liability to the Landowners of the Extra Land; or
 - (bb) if, despite the WL Contractor having used its best endeavours, the relevant Landowner has failed or refused to execute such a release within [REDACTED] after it was provided by the WL Contractor to the Landowner:
 - (a) copies of all correspondence with the Landowner and the Authorities; and
 - (b) evidence that the WL Contractor has complied with the requirements of the relevant Authorities and Landowners of the Extra Land;
- (N) reinstated the Temporary Areas shown as "B10" in the Site Access Schedule to a condition at least equivalent to the condition existing before that occupation or use;
- (O) completed the Crown Building Work and the Crown Building Work has been certified by the WL Contractor (on behalf of the Principal) as required by section 6.28 of the EP&A Act;
- (P) submitted to the Principal's Representative a survey certificate (within the meaning of that term in the *Surveying and Spatial Information Regulation 2012* (NSW)) signed by a land surveyor registered under the *Surveying and Spatial Information Act 2002* (NSW) who is approved by the Principal's Representative stating that:
 - (aa) the whole of the Portion is within the relevant boundaries of the Project Site stipulated in this deed, except only for parts of the Portion specifically required by this deed to be outside those boundaries (including any Utility Service Works which this deed specifically states may be carried out outside the boundary of the Construction Site and any Project Works which this deed specifically states may be left in a Temporary Area at Completion (with respect to any Non-Trackway Portion));

- (bb) the elements of the Portion are in the positions and within the tolerances required by this deed;
 - (cc) the survey information included in the Asset Management Information provided by the WL Contractor pursuant to clause 6.12 (*Asset Management Information*) complies with the requirements of this deed; and
 - (dd) any other matter identified by the Principal's Representative in relation to surveying or the boundaries of the Portion complies with the requirements of this deed;
- (Q) removed all rubbish, surplus materials (including Construction Materials) and Temporary Works from the relevant parts of the Construction Site and Extra Land relevant to that Portion in accordance with clause 6.10 (*Cleaning up*);
- (R) achieved from the Green Building Council of Australia (**GBCA**) a verified Design Review rating of at least 5 stars pursuant to the "Green Star Design and As Built Sydney Metro Rating Tool" contained in Schedule F1 (*Electronic files*) as an electronic file; and
- (RA) provided the Principal's Representative with evidence that an application has been lodged to achieve an "As Built" rating of at least 5 stars for the WL Works pursuant to the "Green Star Design and As Built Sydney Metro Rating Tool" contained in Schedule F1 (*Electronic files*) as an electronic file from the GBCA; and
- (S) subject to clause 12.1(a) of Schedule D12 (*Subdivision Requirements*), in respect of the last Portion to reach Completion, has procured the Subdivision of the Principal's Land in accordance with the Draft Subdivision Plan and the Subdivision Documents as required under clause 23.2 (*Subdivision requirements*);
- (iii) the WL Contractor has executed the Collateral Warranty Deed Poll;
 - (iv) the Independent Certifier has issued a certificate in the form of Schedule B5 (*Independent Certifier's Certificate - Design*) in respect of all Design Stage 3 Design Documentation applicable to that Portion which has been provided to the Independent Certifier by the Principal under clause 4.5(c); and
 - (v) the WL Contractor has done everything else which is stated to be a condition precedent to Completion of that Portion, or which the WL Contractor is otherwise expressly required by this deed to do prior to Completion of that Portion being achieved.

Configuration Management Framework means the framework established by the ASA from time to time for configuration management.

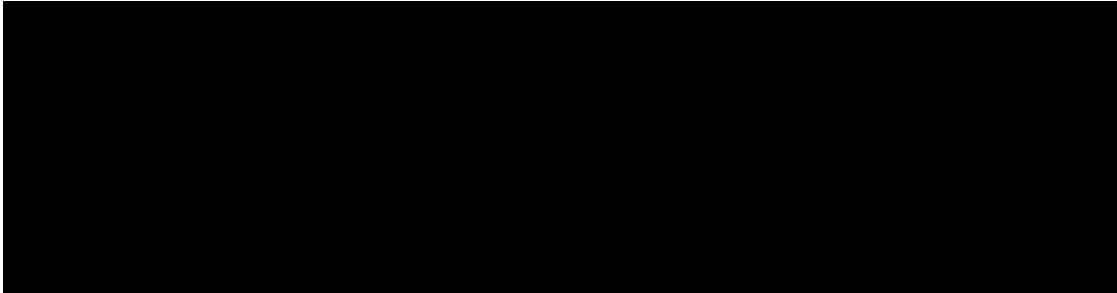




Consequential Loss means any:

- (a) loss of income, loss of revenue, loss of profit, loss of rent, loss of financial opportunity, loss of business or loss of business opportunity, loss of contract, loss of goodwill, loss of use or loss of production (whether the loss is direct or indirect); or
- (b) direct or indirect financing costs,

whether present or future, fixed or unascertained, actual or contingent. [REDACTED]



Consolidated Group means a consolidated group or a MEC Group as defined in the Tax Act.

Construction and Site Management Plan means the Project Plan of that name, as updated from time to time in accordance with this deed.

Construction Environmental Management Plan means the Project Plan of that name, as updated from time to time in accordance with this deed.

Construction Licence means, with respect to each part of the Construction Site, the licence granted by the Principal to the WL Contractor pursuant to clause 9.2(a)(i) or clause 9.3(a) as applicable.

Construction Licence Commencement Date means has the meaning given in clause 9.4(b).

Construction Materials means any equipment, plant, materials, fixtures, fittings, furniture, machinery, goods, parts, components and other items incorporated or to be incorporated into the Project Works or Temporary Works.

Construction Plant means plant, equipment (including hand-held tools), machinery, apparatus, vehicles, appliances and things used in the carrying out of the WL Contractor's Activities but not forming part of the Project Works.

Construction Site means the lands and other places identified in section 2 of the Site Access Schedule and any other lands and places made available to the WL Contractor by the Principal for the purpose of performing the WL Contractor's Activities.

Construction Site Interface Work has the meaning given in clause 6.3(a)(ii).

Contamination means the presence in, on or under land or any other aspect of the Environment of:

- (a) a substance (whether occurring naturally or otherwise) which is at a concentration above the concentration at which the substance (whether occurring naturally or otherwise) is normally present in, on or under land or any other aspect of the Environment in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the Environment; or
- (b) a Hazardous Chemical.

Contract Documentation and Materials has the meaning given in clause 25.1(b).

Contract Management Plan means the Project Plan of that name, as updated from time to time in accordance with this deed.

Contract Processes has the meaning given in clause 25.1(c)(ii).

Contract Sum means the amount identified as the "Contract Sum" in the Contract Sum Schedule, as adjusted in accordance with this deed.

Contract Sum Adjustment Event [REDACTED]

[REDACTED]

[REDACTED]

Contract Sum Schedule means Schedule E1 (*Contract Sum Schedule*).

Control has the meaning given to that term in the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Costs means costs, charges and expenses, including those incurred in connection with advisers.

Customers means all users and potential users of Sydney Metro City & Southwest or any services associated with Sydney Metro City & Southwest.

Date for Completion means, in respect of a Portion:

- (a) at the date of this deed, the applicable date specified as the date for Completion for that Portion in section 3 of Schedule A3 (*Portions and Milestones*); or
- (b) where, in respect of that Portion, an extension of time for Completion is granted by the Principal's Representative or allowed in any dispute resolution proceedings, the date resulting from that extension of time.

Date for Milestone Achievement means, in respect of a Milestone:

- (a) at the date of this deed, the applicable date specified as the date for Milestone Achievement for that Milestone in section 4 of Schedule A3 (*Portions and Milestones*); or
- (b) where, in respect of that Milestone, an extension of time for Milestone Achievement is granted by the Principal's Representative or allowed in any dispute resolution proceedings, the date resulting from that extension of time.

Date for Significant Completion means each Date for Milestone Achievement, Date for Substantial Completion and Date for Completion.

Date for Substantial Completion means, in respect of a Portion:

- (a) at the date of this deed, the applicable date specified as the date for Substantial Completion for that Portion in section 3 of Schedule A3 (*Portions and Milestones*); or
- (b) where, in respect of that Portion, an extension of time for Substantial Completion is granted by the Principal's Representative or allowed in any dispute resolution proceedings, the date resulting from that extension of time.

Date of Completion means, in respect of a Portion, the date notified in the Notice of Completion for that Portion as the date Completion was achieved.

Date of Milestone Achievement means, in respect of a Milestone, the date notified in the Notice of Milestone Achievement as the date Milestone Achievement was achieved.

Date of Significant Completion means each Date of Milestone Achievement, Date of Substantial Completion and Date of Completion.

Date of Substantial Completion means, in respect of a Portion, the date notified in the Notice of Substantial Completion for that Portion as the date Substantial Completion was achieved.

Default Notice means a notice given by the Principal under clause 32.2 (*Default Notice*).

Defect means:

- (a) any defect, deficiency, fault, error or omission in the Project Works or Temporary Works; or
- (b) any:
 - (i) cracking, shrinking, movement or subsidence in the Project Works or Temporary Works; or
 - (ii) other aspect of the Project Works, Temporary Works or the WL Contractor's Activities,

which is not in accordance with the requirements of this deed,

but does not include any damage caused to the Trackway Portion after the Date of Substantial Completion of that Portion, or any Non-Trackway Portion after the Date of Completion of that Portion, other than damage to the extent that it is caused by or contributed to by the WL Contractor or its Associates.

Defects Correction Period means each of the periods referred to in clause 27.1 (*Defects Correction Periods*).

Deferred Activities has the meaning given in clause 22.1(a)(iii).

Delay Liquidated Damages means, for each Portion or Milestone, the relevant amount of liquidated damages associated with that Portion or Milestone as specified in Schedule A3 (*Portions and Milestones*).

Design Development and Resolution means development of the Principal's Design Stage 1 Documents including:

- (a) development of Design Documentation in accordance with Good Industry Practice to achieve Design Stage 2 and Design Stage 3 including resolving any lack of co-ordination, ambiguity or discrepancy within or between documents;
- (b) development of solutions for the Design Exceptions;
- (c) the resolution of the comments on the Principal's Design Stage 1 Documents identified in Appendix H1 of the SWTC;
- (d) the resolution of any unresolved elements of the Principal's Design Stage 1 Documents identified in the Principal's Design Stage 1 Documents; and
- (e) development of the WL Contractor's Tender Design.

Design Documentation means all:

- (a) design documentation (including design standards, concrete mix designs, design reports, durability reports, specifications, models, samples, prototypes, calculations, drawings, shop drawings, digital records, business rules, system processes and all other relevant data) in electronic, computer readable and written or physical forms, or stored by any other means; and
- (b) computer software,

which are required for the performance of the WL Contractor's Activities, or which the WL Contractor or any other person creates in performing the WL Contractor's Activities (including the design of the Temporary Works).

Design Exceptions means those elements of the Principal's Design Stage 1 Documents that do not comply with the requirements of clauses 2.3(c) and 2.3(d) as identified in Appendix H1 of the SWTC.

Design Review Panel or **DRP** means the architectural and urban design review panel established as an advisory body to the Principal in relation to Sydney Metro City & Southwest in accordance with the conditions of the Project Planning Approval (Chatswood to Sydenham).

Design Stage 2 means that stage in the development of the Design Documentation at which the Design Documentation for any discrete design component, part or element includes all the design standards, design reports, specifications, models, calculations and drawings and shop drawings for the discrete design element or component, and is the stage at which the design analysis, design details and drawings demonstrate that the Design Documentation, when fully developed, will comply with and satisfy all the requirements of this deed.

Design Stage 3 means that stage in the development of the Design Documentation at which the Design Documentation for any discrete design component, part or element is fully developed, including all design standards, design reports, specifications, models, calculations and drawings and shop drawings, for the discrete design element or component.

Deviations within the TSE Tolerances means an aspect of the TSE Works that is not in accordance with the requirements of the TSE Contract but that is within the TSE Tolerances.

Direction means any certificate, decision, demand, determination, direction, instruction, notice, order, rejection, request or requirement.

Dispute has the meaning given in clause 35 (*Dispute resolution*).

Dispute Procedure means the procedure for resolution of Disputes set out in Schedule A9 (*Dispute Procedure*).

Documentation means all documentation submitted or required to be submitted by the WL Contractor pursuant to this deed and includes Design Documentation, Project Plans and Asset Management Information.

Draft BMS means the draft building management statement which is attached at Schedule D14 (*Draft Other Subdivision Documents*).

Draft Other Subdivision Documents means each of the draft documents set out in Schedule D14 (*Draft Other Subdivision Documents*).

Draft Section 88B Instrument means the draft document set out in Schedule D16 (*Draft Section 88B Instrument*).

Draft Subdivision Plan means the draft plan set out in Schedule D11 (*Draft Subdivision Plan*).

Draft Third Party Agreement has the meaning given in clause 13(a)(ii) and includes the Pro-forma Adjoining Property Owner Agreement.

Early Site Access Date means, in respect of a part of the Construction Site, the date specified as the "Early Site Access Date" for that part of the Construction Site in the Site Access Schedule.

Easement for Crane Access means an easement for crane access that the Principal has acquired by compulsory process under the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).

Easement for Rock Anchors means an easement for rock anchors that the Principal has acquired by compulsory process under the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).

Easement for Scaffolding means an easement for scaffolding that the Principal has acquired by compulsory process under the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).

Encumbrance means any interest, right, licence, lease, affectation, encumbrance, easement, covenant or restriction on use registered on title or otherwise created and validly existing from time to time.

Environment means components of the earth, including:

- (a) land, air and water;
- (b) any layer of the atmosphere;
- (c) any organic or inorganic matter and any living organism;
- (d) human-made or modified structures and areas; and
- (e) interacting natural ecosystems that include components referred to in paragraphs (a) to (c) (inclusive) of this definition.

Environment Protection Licence or **EPL** means an environment protection licence issued under the *Protection of the Environment Operations Act 1997* (NSW).

Environmental Hazard means a state of danger to human beings or the Environment whether imminent or otherwise resulting from the location, storage, handling or release of any substance having toxic, corrosive, flammable, explosive, infectious or otherwise dangerous characteristics.

Environmental Law means any Law concerning the Environment and includes Laws concerning:

- (a) the carrying out of uses, works or development, the erection of a building or the subdivision of land (including the EP&A Act);
- (b) emissions of substances into the atmosphere and land;
- (c) Pollution and Contamination of the atmosphere and land; and
- (d) production, use, handling, storage, transportation and disposal of:
 - (i) waste;
 - (ii) hazardous substances;
 - (iii) dangerous goods;

- (e) threatened, endangered and other flora and fauna species;
- (f) conservation, heritage and natural resources; and
- (g) the health and safety of people,

whether made or in force before or after the date of this deed.

Environmental Liabilities means any of the following liabilities arising before the expiration or termination of this deed:

- (a) all Costs associated with undertaking the remediation of any Contamination ordered or required by any Authority or court of any land or building;
- (b) any compensation or other monies that an Authority or court requires to be paid to any person under an Environmental Law for any reason;
- (c) any fines or penalties incurred under an Environmental Law;
- (d) all Costs incurred in complying with an Environmental Law; and
- (e) all other Claims or Loss payable under in respect of an Environmental Law.

Environmental Management Plans means the Construction Environmental Management Plan and the Sustainability Management Plan.

Environmental Notice means any notice (including any notice of an intention to issue an order under the EP&A Act), order or request for information and/or documents issued by an Authority in respect of a matter concerning the Environment.

Environmental Representative means any person appointed by the Principal as the environmental representative for the purposes of the Project Planning Approval (Chatswood to Sydenham).

EP&A Act means the *Environmental Planning and Assessment Act 1979* (NSW).

EPA means the New South Wales Environment Protection Authority.

Error means a discrepancy, omission, mistake, lack of co-ordination, ambiguity or inconsistency between documents or between different parts of the same document.

ETS means the ticketing system for the Waterloo Station, including the software, smartcards, portable readers and all other aspects of the system, as modified or replaced from time to time.

ETS Contractor means:

- (a) Cubic Transportation Systems (Australia) Pty Limited ABN 82 003 617 561 and any other contractors engaged by the Principal in relation to the ETS as notified by the Principal's Representative from time to time; and
- (b) any subcontractors and suppliers at any level of the entities referred to in paragraph (a).

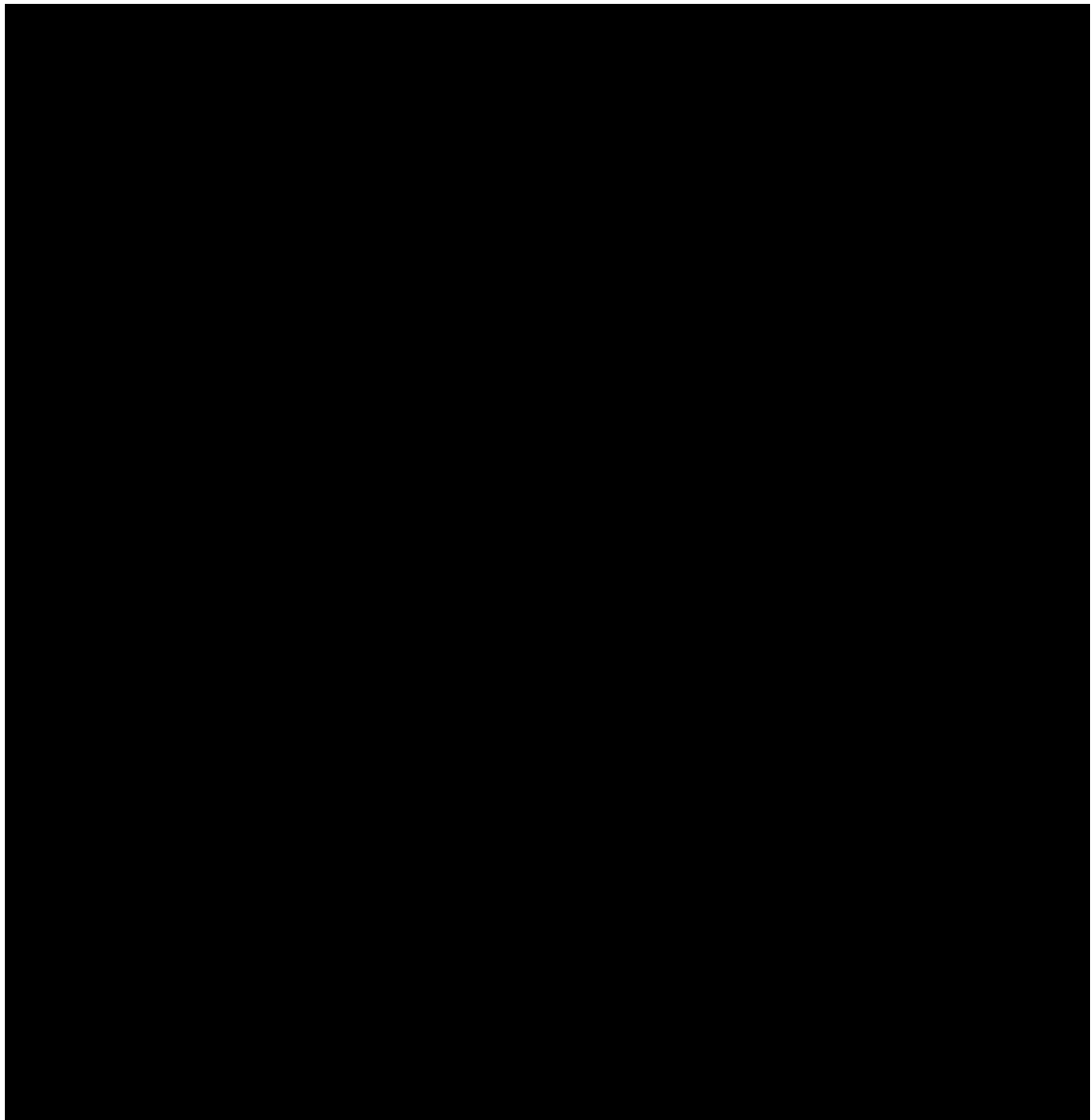
Excepted Risk means:

- (a) war (declared or undeclared), revolution, insurrection, civil commotion, military action, an act of public enemy or an act of sabotage, in each case occurring within Australia;
- (b) a terrorist act as defined in section 3 of the *Terrorism Insurance Act 2003* (Cth) occurring within Australia (other than a declared terrorist incident as defined in section 3 of the *Terrorism Insurance Act 2003* (Cth)); and
- (c) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,

in each case occurring within Australia and only to the extent not caused by the WL Contractor or their Associates.

Exclusion Sanction has the meaning given in subsection 3(1) of the Building Code.

Excusable Cause of Delay [REDACTED]



Existing Operations means:

- (a) all infrastructure (including existing infrastructure, but in respect of infrastructure that is under construction, is limited to infrastructure that is under construction as at the date of this deed) and Utility Services which:
 - (i) do not form part of any Interface Work or infrastructure that is the subject of a Project Cooperation and Integration Deed;
 - (ii) is the subject of the Third Party Agreement (other than an Additional Third Party Agreement); and
 - (iii) is owned, operated or under the control of an Existing Operator; and
- (b) the businesses and operations undertaken by an Existing Operator, on or in the vicinity of the Construction Site.

Existing Operator means:

- (a) Ausgrid, being the statutory State owned corporation of that name established under the *Energy Services Corporations Act 1995* (NSW);
- (b) Jemena Limited ABN 95 052 167 405;
- (c) Sydney Water Corporation ABN 49 776 225 038;
- (d) State Transit Authority, being the operating agency of Transport for NSW responsible for, amongst other things, buses in the Sydney CBD;
- (e) Roads and Maritime Services, being the NSW Government agency constituted by section 56 of the Transport Administration Act;
- (f) the Council of the City of Sydney;
- (g) Telstra Corporation Limited ABN 33 051 775 556 and other telecommunication operators;
- (h) NSW Electricity Networks Operations Pty Ltd ACN 609 169 959 as trustee for the NSW Electricity Networks Operations Trust ABN 70 250 995 390 whose registered office is at Level 1, 180 Thomas Street, Sydney NSW 2000 (**TransGrid**);
- (i) Landowners of adjoining properties; or
- (j) any other person:
 - (i) who owns, operates or controls any infrastructure (including existing infrastructure, but in respect of infrastructure that is under construction, is limited to infrastructure that is under construction as at the date of this deed), and the Utility Services, which does not form part of any Interface Work or infrastructure that is the subject of a Project Cooperation and Integration Deed); or
 - (ii) undertakes any business or operation on or in the vicinity of the Construction Site,

and any of their employees, agents, contractors or Related Entities.

Expert has the meaning given in clause 1 of Schedule A9 (*Dispute Procedure*).

Extra Land means the land and buildings referred to in clause 9.1(b).

Final Certificate means the certificate issued by the Principal's Representative pursuant to clause 23.4(b).

Final Completion means that stage when the obligations of the WL Contractor pursuant to this deed have been discharged and:

- (a) all Defects Corrections Periods have expired; and
- (b) all Defects notified pursuant to clause 27.4(a) have either been accepted pursuant to clause 27.5(a) or rectified.

Final Design Documentation means Design Stage 3 Design Documentation that in accordance with Schedule A10 (*Design review procedure and Network Assurance Committee*):

- (a) has not been rejected by the Principal;
- (b) has been certified by the AEO (if applicable);
- (c) in respect of Design Stage 3 Design Documentation which is provided to the Independent Certifier under clause 4.5(c), has been certified by the Independent Certifier; and
- (d) in respect of Design Documentation that relates to construction work that requires NAC Gate 3 approval:
 - (i) the NAC CCR Package submitted by the WL Contractor in respect of that Design Documentation has been accepted by the NAC as satisfying the NAC Requirements; or
 - (ii) the WL Contractor has completed all NAC Required Actions in respect of that Design Documentation.

FIRB Act means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

Fire Engineering Report means a fire engineering report which satisfies the requirements of Appendix B6 of the SWTC.

Force Majeure Event means any of the following:

- (a) an Excepted Risk;
- (b) a declared terrorist incident as defined in section 3 of the *Terrorism Insurance Act 2003* (Cth) occurring within Australia;
- (c) an earthquake occurring within Australia;
- (d) a flood which might at the date of this deed be expected to occur less frequently than once in every 100 years (based on the 1:100 year average recurrence interval flood event) occurring within Australia; or
- (e) a fire or explosion resulting from an event referred to in paragraphs (a), (c) or (d) of this definition occurring within Australia,

which:

- (f) is beyond the reasonable control of the WL Contractor and its Associates; and
- (g) prevents or delays the WL Contractor from performing the WL Contractor's Activities, where that event or the consequence of that event does not arise from any act or omission of the WL Contractor or its Associates (including from any breach by the WL Contractor or its Associates of a WL Station Contract Document).

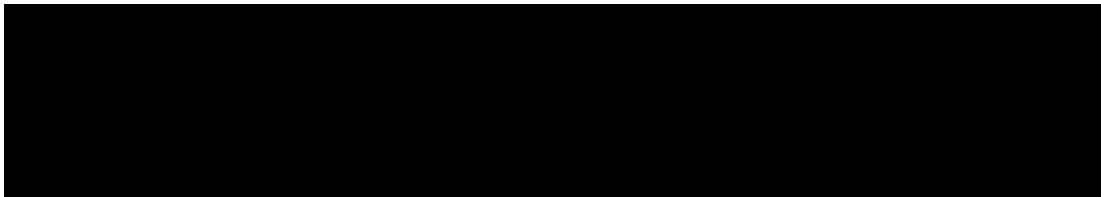
General Conditions means the provisions of this deed, excluding the schedules.

GIPA Act means the *Government Information (Public Access) Act 2009 (NSW)*.

Good Industry Practice means that degree of skill, care, prudence, foresight and practice which would reasonably be expected of a skilled and experienced person, engaged in the same or a similar type of undertaking as that of the WL Contractor or its Associates, as the case may be, under the same or similar circumstances as the performance of the WL Contractor's Activities or the delivery of the Project Works and the Temporary Works.

GST has the meaning it has in the GST Law.

GST Law means the same as "GST law" in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.



Handover Works has the meaning given in the TSE Contract.

Hazardous Chemical means any substance which would or might reasonably be expected to cause damage or injury to human beings, any property or the Environment and includes any "Hazardous Chemical" as defined in the WHS Legislation.

Heavy Vehicle National Law means the *Heavy Vehicle National Law (NSW) No. 42a* and all associated regulations.

Hold Point means a point beyond which a work process must not proceed without the authorisation or release of an authority designated by the Principal's Representative pursuant to the SWTC.

Home Building Act means the *Home Building Act 1989 (NSW)* and all associated regulations.

Home Building Regulation means the *Home Building Regulation 2004 (NSW)*.

Home Building Regulation Checklist means a checklist in the form of Schedule 2 of the Home Building Regulation, a copy of which is set out in Schedule A31 (*Home Building Regulation Checklist*).

Home Building Work means residential building works or specialist works for the purposes of the Home Building Act.

IDAR Panel Agreement means the agreement which appears in Schedule A20 (*IDAR Panel Agreement*).

IDAR Panel Agreement Accession Deed Poll means an accession deed poll substantially in the form of Schedule 1 of the IDAR Panel Agreement.

Impacted Areas means that part of the Principal's Land that comprise or will comprise a Non-Residential Stratum Lot or a Residential Stratum Lot (each as defined in the MQD PDA) under the MQD PDA, excluding any areas that comprise or will comprise the Social Housing Lot or the Building 2 Affordable Housing Lot.

Incident means any work health and safety, environmental or security incident arising out of or in connection with the WL Contractor's Activities including:

- (a) a non-compliance with an Approval;
- (b) any public complaint; or
- (c) any incident defined in the Sydney Metro Principal Contractor Health and Safety Standard.

Independent Certifier means the person or persons appointed by the Principal to be the Independent Certifier under the Independent Certifier Deed.

Independent Certifier Deed means the deed to be entered into between the Principal, the WL Contractor and the Independent Certifier substantially in the form of Schedule A14 (*Independent Certifier Deed*).

Independent Property Impact Assessment Panel means the "Independent Property Impact Assessment Panel" established by the Principal for the purpose of Sydney Metro City & Southwest.

Information Documents means any information, data, document or material (in any format or medium including any electronic form and whether oral or written) which:

- (a) is referred to in Schedule A28 (*Information Documents*);
- (b) is issued or made available by, or on behalf of, the Principal or the State to the WL Contractor or the WL Developer in connection with the Tender, the WL Contractor's Activities or the Sydney Metro City & Southwest regardless of whether at the time of issue (or being made available) was expressly classified or stated to be an "Information Document"; or
- (c) is referred to, or incorporated by reference, in an Information Document unless such information, data, document or material is otherwise expressly stated to form part of this deed,

whether issued or made available on, before or after the date of execution of this deed, other than any information, data, document or material which the Principal is obliged by the terms of this deed to provide to the WL Contractor and the WL Contractor is expressly permitted by the terms of this deed to rely on but does not include the Principal's Design Stage 1 Documents.

Infrastructure NSW means the body corporate constituted by section 5 of the *Infrastructure NSW Act 2011* (NSW).

Initial Payment 1 means the initial payment to be made to the WL Contractor as set out in Schedule E1 (*Contract Sum Schedule*).

Initial Payment 2 means the initial payment to be made to the WL Contractor as set out in Schedule E1 (*Contract Sum Schedule*).

Initial Payment Security 1 means one or more unconditional undertakings for the relevant amount set out in item 10 of the Reference Schedule which satisfy the requirements of clause 3.1(c).

Initial Payment Security 2 means one or more unconditional undertakings for the relevant amount set out in item 10 of the Reference Schedule which satisfy the requirements of clause 3.1(c).

Initial Payment Securities means both of Initial Payment Security 1 and Initial Payment Security 2.

Insolvency Event means, in relation to a person, the occurrence of any of the following events:

- (a) an application is made for the winding up or deregistration of a person and, where an application has been made for the dismissal or withdrawal of the application for winding up within 10 Business Days, and the application is not dismissed or withdrawn within 30 Business Days;
- (b) an order is made for the winding up of a person, except for the purpose of a reconstruction, amalgamation, merger or consolidation on terms approved by the Principal before that order is made where the reconstruction, amalgamation, merger or consolidation is implemented in accordance with the terms of the approval;
- (c) a person passes a resolution for its winding up or deregistration, except for the purpose of a reconstruction, amalgamation, merger or consolidation on terms approved by the Principal before that resolution is passed where the reconstruction, amalgamation, merger or consolidation is implemented in accordance with the terms of that approval;
- (d) a receiver, receiver and manager, liquidator, provisional liquidator, compulsory manager trustee for creditors or in bankruptcy or analogous person is appointed to take possession of any property of a person;
- (e) the holder of a Security Interest takes (or appoints an agent to take) possession of any property of the person or otherwise enforces its Security Interest;
- (f) a person or any other person appoints an administrator to the person, or takes any step to do so;
- (g) a person:
 - (i) suspends payment of its debts (other than as the result of a failure to pay a debt or Claim which is the subject of a good faith dispute);
 - (ii) ceases or threatens to cease to carry on all or a material part of its business;
 - (iii) is or states that it is unable to pay its debts; or

- (iv) is deemed insolvent by virtue of its failure to comply with a statutory demand, which is not withdrawn or set aside within 10 Business Days;
- (h) a person enters into a readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of or a composition with its creditors, without the prior consent of the Principal, except for the purposes of a solvent reconstruction or amalgamation permitted by this deed; or
- (i) any act is done or event occurs which has an analogous or similar effect to any of the events in paragraphs (a) to (h) (inclusive) of this definition.

Insurances means the insurances required to be effected and maintained under any WL Station Contract Document.

Intellectual Property Right or IPRs means all present and future rights conferred by law in or in relation to inventions, patents, designs, circuit layouts, copyright, confidential information, trade secrets, trade marks and any other right in respect of intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967 and includes all rights in all applications to register these rights, all renewals and extensions of these rights and all rights in the nature of these rights, excluding Moral Rights.

Interface Contract means any contract entered into between the Principal and an Interface Contractor.

Interface Contractor means an Other Contractor that is carrying out, or that will carry out, Interface Work, including the TSE Contractor, the LW Contractor, the TSOM Contractor, the Operator, the ETS Contractor or any Other Contractor otherwise identified by the Principal's Representative as an Interface Contractor.

Interface Contractor Cooperation and Integration Deed means:

- (a) in relation to the LW Contractor, a deed to be entered into between the Principal, the WL Contractor and the LW Contractor substantially in the form of Schedule A25 (*LW Contractor Cooperation and Integration Deed*); and
- (b) in relation to any other Interface Contractor, a deed to be entered into between the Principal, the WL Contractor and the relevant Interface Contractor substantially in the form of either Schedule A24 (*Operator Cooperation and Integration Deed*) or Schedule A25 (*LW Contractor Cooperation and Integration Deed*) as directed by the Principal.

Interface Work means any activities undertaken by an Interface Contractor which interface with or affect, or are affected by, the WL Contractor's Activities, the Project Works or the Temporary Works.

Interim Access Licence means, with respect to each part of the TSE Site identified in a notice given by the Principal to the WL Contractor pursuant to clause 9.2(d), the licence granted by the Principal to the WL Contractor pursuant to clause 9.2(a)(ii).

Interim Access Period means, in respect of any part of the TSE Site, the period commencing on the date access to the TSE Site is given or deemed to be given under clause 9.2(f) and ending on the date the Construction Licence with respect to the relevant part of the TSE Site commences.

IPR Claim means a Claim that the rights, including IPRs or Moral Rights, of or duties owed to any person are infringed or alleged to be infringed by:

- (a) the WL Contractor or any person engaged by or through the WL Contractor in connection with this deed; or
- (b) the Principal or an Authorised User's use or other exercise of rights granted under or in connection with this deed.

ISD Operations Principles means the principles set out in Schedule D15 (*ISD Operations Principles*).

ISD Subdivision Documents means the Subdivision Requirements, the Subdivision Principles, the Draft Section 88B Instrument, the Draft Subdivision Plan, the Draft Other Subdivision Documents, the ISD Operations Principles, Schedule D7 (*Draft Stratum Subdivision Plan*) of the MQD PDA, Schedule D8 (*Subdivision Requirements*) of the MQD PDA, Schedule D9 (*Subdivision Principles*) of the MQD PDA, Schedule D10 (*Draft Subsequent Section 88B Instrument*) of the MQD PDA and the Principal Project Requirements.

Known Defects Rectification Period means the period commencing on the date of the TSE Notice of Construction Completion for the TSE Portion to which the TSE Known Defect relates and ending [REDACTED] later.

L&E Contractor means the contractor identified in Schedule A27 (*Nominated Subcontracts*) that:

- (a) has been engaged by the Principal under a framework agreement; and
- (b) is to be engaged by the WL Contractor under the L&E DSI Contract in accordance with section 1 of Schedule A27 (*Nominated Subcontracts*) to perform the Lifts and Escalators Works.

L&E DSI Contract means the Nominated Subcontract to be entered into between the WL Contractor and the L&E Contractor in respect of the Lifts and Escalators Work, the form of which is included in Schedule F1 (*Electronic files*).

LAHC means New South Wales Land and Housing Corporation.

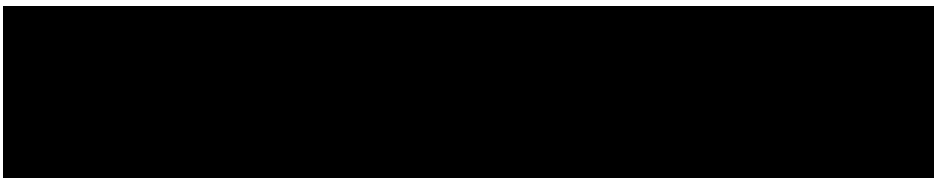
Landowner means a person with a right or interest in land, including an owner, occupier or grantee of a registered interest.

Law means:

- (a) Commonwealth, New South Wales or local government legislation, including regulations, by-laws and other subordinate legislation;
- (b) principles of law or equity established by decisions of courts; and
- (c) Approvals (including any condition or requirement under them).

LD Cap means [REDACTED] of the Contract Sum.

Lead Designer means:



Liability includes any liability of any kind whether for debt, cost (including legal costs, deductibles or increased premiums), expense, loss, damage, compensation or charge and includes any claim relating to a Contract Sum Adjustment Event, for payment of money, for an extension of time, or for a reduction of the WL Contractor's obligations or the Principal's rights and whether:

- (a) liquidated or not;
- (b) arising from or in connection with any obligation (whether as a principal obligation, a surety or an indemnity);
- (c) legal or equitable, and whether arising under or for breach of contract, in tort (including negligence), restitution or at Law;
- (d) present, prospective or contingent;
- (e) owed, incurred or imposed by or to or on account of or for the account of any person alone or severally or jointly with another or others;
- (f) under, arising out of, or in any way in connection with, this deed, including any Direction of the Principal's Representative;
- (g) arising out of, or in any way in connection with the Project Works or WL Contractor's Activities or either party's conduct before or after the date of this deed; and
- (h) otherwise at Law including:
 - (i) by statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; and
 - (iii) for restitution (as a result of unjust enrichment or otherwise).

Lifts and Escalators Works means the works to be performed by the L&E Contractor in relation to the Project Works.

Loading Dock means the area, services and facilities identified as such in the Shared Facilities Plan.

Local Area Works means the modification, reinstatement and improvement of Local Areas which the WL Contractor must design and construct and hand over to the Principal or the relevant Authority in accordance with this deed as further described in section 2.1.5 of the SWTC.

Local Areas means all public spaces, parks, pedestrian ways, pedal cycle paths, local roads, state highways, regional roads and main roads, including their associated road reserves, which are adjacent to, connect to, intersect, cross or are in any way affected by the Project Works or Temporary Works, including those sections of public spaces, parks, pedestrian ways, pedal cycle paths, local roads, state highways, regional roads and main roads, including any associated road reserves, that are made redundant or become service roads as part of the road network.

Loss means any Cost, expense, loss, damage, Liability, fine, penalty or other amount, whether direct, indirect, consequential, present, future, fixed, unascertained, actual or contingent and, for the avoidance of doubt, includes Consequential Loss.

Lot Owner has the meaning given to the term "Owner" in the Draft BMS.

LRS means Land Registry Services.

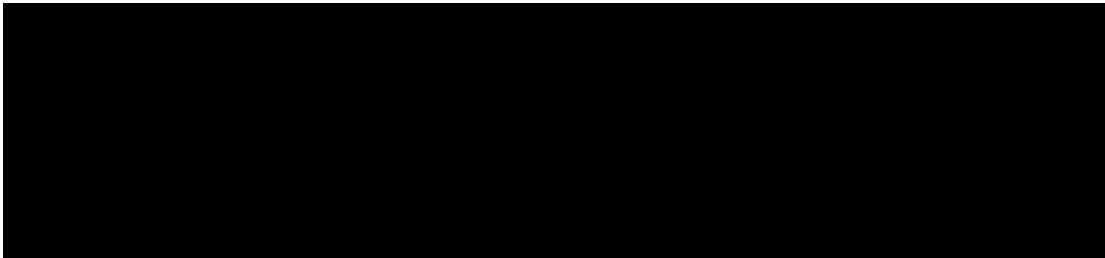
Lump Sum Price Proposal has the meaning given in clause 28.10(a).

LW Contract means a contract between the Principal and the LW Contractor for the provision of the LW Works.

LW Contractor means any entity that is engaged by the Principal to carry out the LW Works.

LW Works means all things, works and materials (including all systems and software incorporated in, or necessary to enable their operation) that the LW Contractor must, in accordance with the LW Contract, design, construct, manufacture, install, test and commission for the purposes of completing Sydney Metro City & Southwest, including tunnel ventilation, track, tunnel services (including drainage, lighting, fire systems and low voltage power supplies), combined services cable brackets, high voltage power supply, overhead line and traction supply and stabling facilities.

Major TSE Defect means a TSE Defect in the following features of the TSE Works:



Making Accessible has the meaning given in clause 22.1(a)(iv).

Master Interface Protocols Deed Poll means a deed poll in substantially the same form as Schedule A17 (*Master Interface Protocols Deed Poll*).

Material means material in any form (whether visible or not) including documents, recordings on disc or any other form of storage, reports, information, data and includes all releases, updates and amendments to the original material.

Metro Operational Impact has the meaning given in the Draft BMS.

Metro Quarter Development means the development to be carried out and completed within the MQD Lot in accordance with the MQD PDA.

Milestone means a milestone specified in section 4 of Schedule A3 (*Portions and Milestones*).

Milestone Achievement means, in respect of a Milestone, the stage in the execution of the WL Contractor's Activities when the Project Works comprising that Milestone have achieved the level of completion required for that Milestone in section 4 of Schedule A3 (*Portions and Milestones*) except for any:

- (a) Minor Defects referred to in paragraph (a) of the definition of "Minor Defect";
- (b) Accepted Defects; and
- (c) Agreed Defects.

Milestone Performance Payment means an amount identified as a Milestone Performance Payment in section 4, Table 3A of Schedule A3 (*Portions and Milestones*).

Minor Defect means a Defect:

- (a) in each Milestone which, at Milestone Achievement, and in each Non-Trackway Portion which, at Substantial Completion:
 - (i) is capable of being corrected without causing unreasonable delay or disruption to the activities that are to be performed by any Interface Contractor within the Construction Site; and
 - (ii) the Independent Certifier determines (acting reasonably) that the WL Contractor has reasonable grounds for not promptly correcting prior to Milestone Achievement for the relevant Milestone; or
- (b) in the Trackway Portion which, at Substantial Completion, and in each Non-Trackway Portion which, at Completion:
 - (i) is capable of being corrected:
 - (A) after the relevant part of the Construction Site has been handed over to the Principal; and
 - (B) without causing unreasonable delay or disruption to the activities that are to be performed by any Interface Contractor within the Construction Site; and
 - (ii) the Independent Certifier determines (acting reasonably) that the WL Contractor has reasonable grounds for not promptly correcting prior to handover of the Project Works to the Principal,

but does not include an Agreed Defect or an Accepted Defect.

Minor Non-Compliances means a minor error, minor omission or minor non-compliance which:

- (a) does not:
 - (i) prevent the achievement of the Project Requirements; or
 - (ii) affect the safety of the Project Works or Temporary Works;
- (b) the Principal's Representative or the Independent Certifier (as applicable) determines (acting reasonably) that the WL Contractor has reasonable grounds for not promptly correcting prior to the certification required to be obtained under this deed; or
- (c) the parties agree is a Minor Non-Compliance.

Modification has the meaning given in clause 1.1 of Schedule A8 (*Modification Procedure*).

Modification Order has the meaning given in clause 1.1 of Schedule A8 (*Modification Procedure*).

Modification Procedure means the procedure for Modifications set out in Schedule A8 (*Modification Procedure*).

Moral Rights means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship conferred by the *Copyright Act 1968* (Cth) or any Law outside Australia and rights of a similar nature anywhere in the world, that exists now or in the future.

MQD means Metro Quarter Development.

MQD Construction Site has the meaning given to the term "Construction Site" in the MQD PDA.

MQD Date for Completion has the meaning given to the term "Date for Completion" in the MQD PDA.

MQD Date of Completion has the meaning given to the term "Date of Completion" in the MQD PDA.

MQD Enabling Works means the part of the WL Works described in section 2.1.3 of the SWTC.

MQD Lot means the stratum indicatively shown as Lot 2 in the Draft Subdivision Plan which will be created by way of Subdivision pursuant to this deed in which the completed Metro Quarter Development will sit.

MQD PDA means the deed titled "Waterloo Integrated Station Development – Metro Quarter Development Project Delivery Agreement" to be entered into between the Principal and the WL Developer.

MQD Works has the meaning given in the MQD PDA.

NAC CCR Package means a package of documentation meeting the requirements set out in section 3.1(d)(ii) of Appendix F1 of the SWTC.

NAC Required Actions has the meaning given in clause 3.2(b) of Schedule A10 (*Design review procedure and Network Assurance Committee*).

NAC Requirements means the requirements set out in Attachment D to Appendix F1 of the SWTC.

Native Title Claim means any application made pursuant to the *Native Title Act 1993* (Cth) or the *Native Title (New South Wales) Act 1994* (NSW).

Network Assurance Committee or **NAC** means the network assurance committee established by the Principal to manage configuration changes in accordance with the Configuration Management Framework.

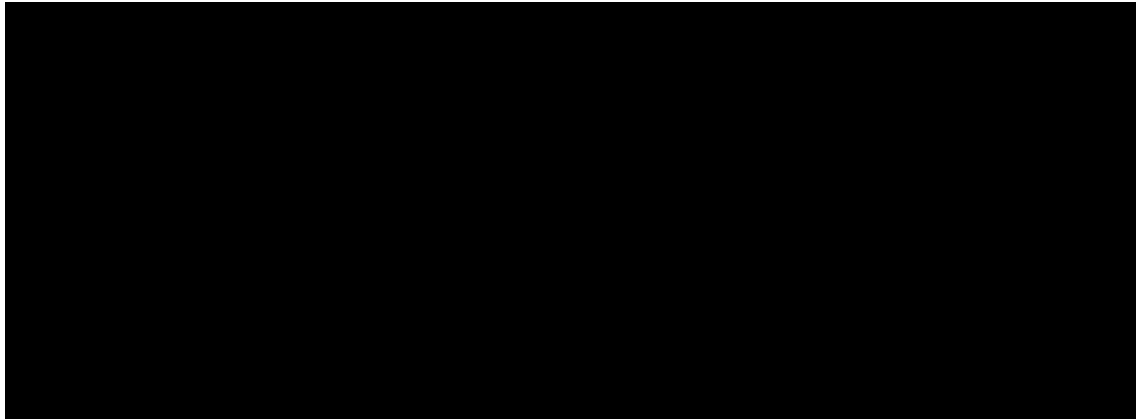
NGER Legislation means the *National Greenhouse and Energy Reporting Act 2007* (Cth) and the regulations and any other legislative instruments under that Act.

Nominated Subcontract means the form of subcontract referred to in Schedule A27 (*Nominated Subcontracts*).

Nominated Subcontract Work means the WL Contractor's Activities to be performed by a Nominated Subcontractor which are described in Schedule A27 (*Nominated Subcontracts*).

Nominated Subcontractor means the nominated subcontractors and suppliers specified in Schedule A27 (*Nominated Subcontracts*) or referred to in the SWTC.

Non-Optional Handover Works means those Handover Works set out in the list of "Non-optional TSE Handover Works" contained in Schedule F1 (*Electronic files*).



Non-Trackway Portion means each Portion other than the Trackway Portion.

Notice of Completion means a notice in the form of Schedule B11 (*Notice of Completion*) issued by the Independent Certifier pursuant to clause 23.1(f)(i).

Notice of Milestone Achievement means a notice in the form of Schedule B9 (*Notice of Milestone Achievement*) issued by the Independent Certifier pursuant to clause 23.1(f)(i).

Notice of Significant Completion means a Notice of Milestone Achievement, a Notice of Substantial Completion or a Notice of Completion (as applicable).

Notice of Substantial Completion means a notice in the form of Schedule B10 (*Notice of Substantial Completion*) issued by the Independent Certifier pursuant to clause 23.1(f)(i).

NSW Code means the NSW Government's Code of Practice for Procurement (January 2005), or any substitute for, or update to, such code as contemplated in the NSW Guidelines.

NSW Government Policy means the NSW Code, NSW Guidelines, New South Wales Government Work Health & Safety Management Systems and Auditing Guidelines (5th edition) (September 2013, updated May 2014), NSW Government Policy on Aboriginal Participation in Construction (May 2015, updated 1 August 2016), Environmental Management Systems Guidelines (3rd edition) (August 2013), Quality Management System Guidelines for Construction (August 2013), NSW Government Resource Efficiency Policy (**GREP**) and any other NSW Government guidelines and requirements specified or required by this deed.

NSW Guidelines means the NSW Government's Industrial Relations Guidelines: Building and Procurement (as issued in September 2017).

NSW Trains means the body corporate constituted by Part 2B of the *Transport Administration (General) Regulation 2005* (NSW).

ONRSR means the Office of the National Rail Safety Regulator constituted under the Rail Safety National Law.

Operator means:

- (a) the TSOM Contractor; or
- (b) any other entity that the Principal engages to operate and, if required by the Principal, maintain Sydney Metro City & Southwest or any part of it.

Operator Cooperation and Integration Deed means a deed to be entered into between the Principal, the WL Contractor and the Operator substantially in the form of Schedule A24 (*Operator Cooperation and Integration Deed*).

Optional Handover Works means all Handover Works other than the Non-Optional Handover Works.

Other Contractor means any contractor, consultant, artist, tradesperson or other person engaged by the Principal or others to do work on or about the Construction Site, other than the WL Developer and the WL Contractor and their subcontractors of any tier involved in the WL Developer's Activities or the WL Contractor's Activities (as applicable).

Other Subdivision Documents means, as at the date of this deed, the Draft BMS and includes any other Subdivision Document which is prepared by the WL Contractor after the date of this deed, each in a form which complies with the Subdivision Principles and the Subdivision Requirements.

OTS2 Project Deed means a deed between the Principal and the Operator for the provision of the OTS2 Project Works and the performance of various services, including in particular the operation and maintenance of Sydney Metro City & Southwest and Sydney Metro Northwest.

OTS2 Project Works means all things, works and materials (including all systems and software incorporated in, or necessary to enable their operation) that the Operator must, in accordance with the OTS2 Project Deed, design, construct, manufacture, install, test and commission for the purposes of completing the Sydney Metro City & Southwest, including equipment, systems (including all information systems, central control systems and communications systems), hardware and software, rolling stock, trackwork and support structures, platform screen doors and control centre.

Parent Company Guarantee means a deed of guarantee and indemnity between the Principal and the WL Contractor Guarantor in the form of Schedule E6 (*Form of Parent Company Guarantee*).

PDCS means the Principal's web based TeamBinder project data and collaboration system including any of its functionalities as required by the Principal, or such other electronic project data and collaboration system notified by the Principal's Representative under clause 39(b).

Performance Incentive Payment has the meaning given in Schedule E2 (*Performance Incentive Payment Schedule*).

Performance Incentive Payment Schedule means Schedule E2 (*Performance Incentive Payment Schedule*).

Planning Approval means:

- (a) the Project Planning Approval (Chatswood to Sydenham); and
- (b) any other consent, concurrence or approval, or determination of satisfaction with any matter, which is made, given or issued under the Project Planning Approval (Chatswood to Sydenham) from time to time and all conditions to any of them, and

includes all documents incorporated by reference, as that consent, concurrence, approval or determination may be modified from time to time.

Pollution Incident has the meaning given in the *Protection of the Environment Operations Act 1997* (NSW).

Portion means a part of the Project Works described in the columns titled "Portion" and "Description" in section 3 of Schedule A3 (*Portions and Milestones*) or as directed by the Principal's Representative under clause 19.1 (*Principal's Representative may direct Portions*).

Portion Handover Date means:

- (a) in respect of the Trackway Portion, the Date of Substantial Completion of the Trackway Portion; and
- (b) in respect of any other Portion, the later of:
 - (i) the day after the Date of Completion of that Portion; or
 - (ii) where the Principal's Representative gives a written notice under clause 26.2(a) in respect of the Portion, the date notified in the notice given under clause 26.2(c) in respect of the Portion.

Post Completion Activities means the activities referred to in Appendix E1 of the SWTC.

PPS Act means the *Personal Property Securities Act 2009* (Cth) and the *Personal Property Securities Regulations 2010* (Cth).

Pre-Agreed Modification means any of the Modifications listed in Schedule A4 (*Pre-Agreed Modifications*).

Prescribed Legislative Requirements means the requirements set out in Schedule A11 (*Prescribed Legislative Requirements*).

Principal Approvals means those Approvals which have or will be obtained by the Principal as specified in Schedule D3 (*Approvals and Planning Approval conditions*).

Principal Project Requirements has the meaning given in the MQD PDA.

Principal WL MQD Contract Document means any WL MQD Contract Document to which the Principal is a party.

Principal WL Station Contract Document means any WL Station Contract Document to which the Principal is a party.

Principal's Design Review Period means 20 Business Days commencing on the date on which the Principal's Representative is provided with any Design Documentation under clause 4.5(a).

Principal's Design Re-Review Period means, where the WL Contractor is required to re-submit any Design Documentation in accordance with Schedule A10 (*Design review procedure and Network Assurance Committee*):

- (a) 5 Business Days (if the WL Contractor has taken 5 Business Days or less to re-submit the Design Documentation); or
- (b) 10 Business Days (otherwise).

Principal's Design Stage 1 Documents means the documents in Schedule C2 (*Principal's Design Stage 1 Documents*).

Principal's Insurances means a policy or the policies of insurance which the Principal has obtained under clause 30.5(a).

Principal's Land means each of the parcels of land referred to in item 9 of the Reference Schedule.

Principal's Representative means the person referred to in item 6 of the Reference Schedule or any person appointed by the Principal as a replacement from time to time, as notified by the Principal to the WL Contractor.

Principal's Vision Statement has the meaning given in section 1.4(a) of the SWTC.

Pro-forma Adjoining Property Owner Agreement means the pro-forma adjoining property owner agreement set out in Schedule D9 (*Pro-forma Adjoining Property Owner Agreements*).

Pro-forma Easement means the pro-forma easement for crane access, rock anchors or scaffolding (as appropriate) set out in Schedule D10 (*Pro-forma Adjoining Property Easement*).

Progress Report means each progress report to be submitted by the WL Contractor under Appendix F2 of the SWTC.

Project Control Group means the group established in accordance with clause 1 of Schedule B1 (*Governance groups*).

Project Cooperation and Integration Deed means each of:

- (a) the TSE Cooperation and Integration Deed;
- (b) each Interface Contractor Cooperation and Integration Deed; and
- (c) the Operator Cooperation and Integration Deed.

Project Health and Safety Management Plan means the Project Plan of that name.

Project Planning Approval (Chatswood to Sydenham) means the approval granted by the Minister for Planning and Infrastructure under section 115ZB of the EP&A Act dated 9 January 2017, including all conditions to such approval and all documents incorporated by reference, as modified from time to time.

Project Plans means the plans listed in Appendix F2 of the SWTC, including all subsidiary plans and supporting documents and information, as updated from time to time in accordance with this deed.

Project Requirements has the meaning given in clause 2.3 (*Project Requirements*).

Project Site means the areas of the Construction Site identified in section 2 of the Site Access Schedule and the areas of the Construction Site described as "Project Site" in section 3 of the Site Access Schedule.

Project Works means the physical works which the WL Contractor must design, construct, complete and hand over under this deed (including, to the extent relevant to such works, Modifications directed in accordance with this deed) including the WL Works and the Third Party Works, but excluding Temporary Works.

Project Values means the values that will guide the delivery of Sydney Metro City & Southwest, being safety and wellbeing, collaboration, integrity, innovation, excellence and achievement.

Proof Engineer (Fire) means [REDACTED] and any other person or persons engaged from time to time by the WL Contractor with the Principal's prior written consent (which must not be unreasonably withheld or delayed) in accordance with clause 8.9 (*Proof Engineer (Fire)*) to perform the role of the Proof Engineer (Fire).

Proof Engineer Services (Fire) means the services to be performed by the Proof Engineer (Fire) as described in Appendix B6 of the SWTC.

Property Works means all works required to existing buildings and infrastructure or to and within properties arising out of the WL Contractor's Activities as described or specified in section 2.1.5 of the SWTC.

Provisional Sum Work means those parts of the WL Contractor's Activities described in Schedule E8 (*Provisional Sum Work*).

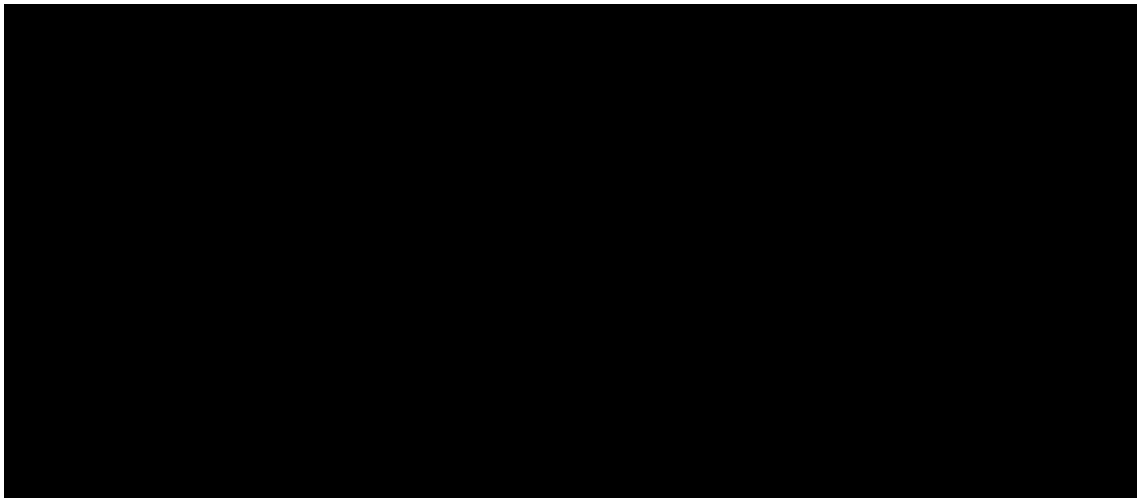
Public Art Supply Contract means the Nominated Subcontract to be entered into between the WL Contractor and the Public Art Supply Contractor in respect of the Public Art Supply Works.

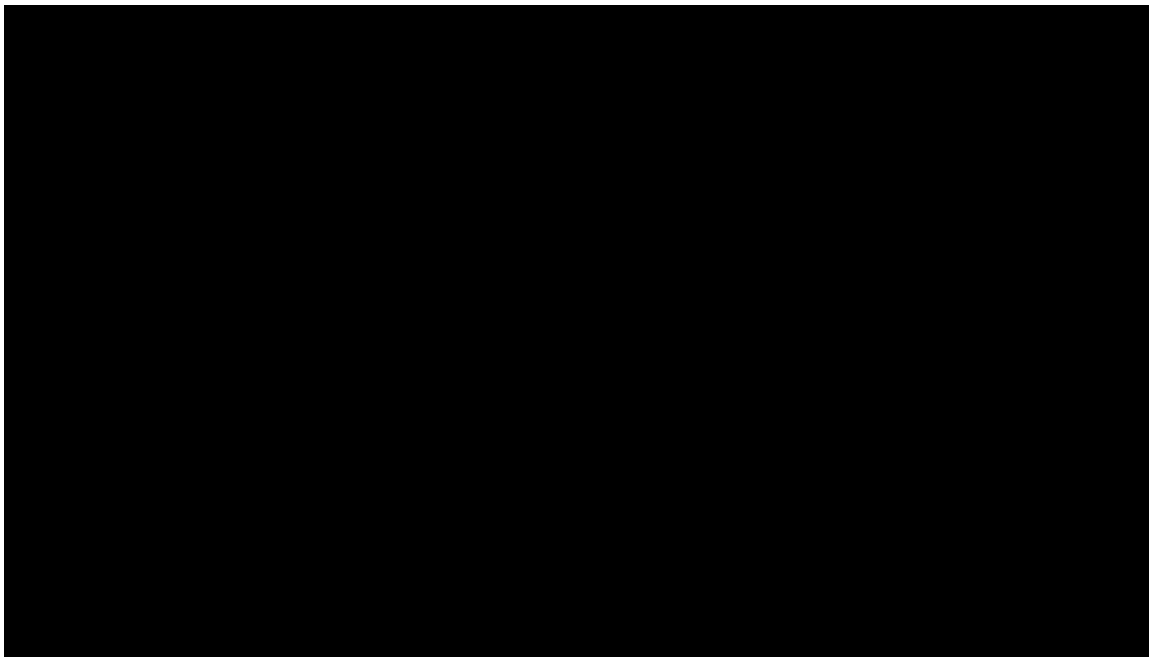
Public Art Supply Contractor means the contractor to be engaged by the WL Contractor for the provision of the Public Art Supply Works, as identified in Schedule A27 (*Nominated Subcontracts*).

Public Art Supply Works means that part of the WL Contractor's Activities which relates to the procurement and installation of items of public art which are contemplated by section 1.2 of Appendix B1.6 of the SWTC.

Public Disclosure Obligations has the meaning given in clause 33.2(a).

Public Transport Agency means the Principal, TfNSW (and each of its divisions), RailCorp, Sydney Trains and NSW Trains.





Quality Plan means the Project Plan of that name.

Rail Infrastructure Manager has the meaning given in the Rail Safety National Law.

Rail Safety National Law means the *Rail Safety National Law (NSW)*, as defined in the *Rail Safety (Adoption of National Law) Act 2012 (NSW)*, and any associated regulations.

Rail Safety Regulations means the regulations made under the Rail Safety National Law or the *Rail Safety (Adoption of National Law) Act 2012 (NSW)*.

RailCorp means Rail Corporation New South Wales, a corporation constituted by section 4(1) of the Transport Administration Act.

Railway Operations has the meaning given in the Rail Safety National Law.

Records has the meaning given in clause 16.1(a).

Recovery Plan means a plan that complies with the requirements of clause 21.5A(c).

Reference Schedule means Schedule A1 (*Reference Schedule*).

Related Body Corporate has the meaning given in section 9 of the Corporations Act.

Related Entity of a corporation means:

- (a) a Related Body Corporate; and
- (b) a unit trust in relation to which that corporation directly or indirectly:
 - (i) controls the right to appoint the trustee;
 - (ii) is in a position to control the casting of, more than one half of the maximum number of votes that might be cast at a meeting of holders of units in the trust; or
 - (iii) holds or is in a position to control the disposal of more than one half of the issued units of the trust (excluding any of the issued units that carries no

right to participate beyond a specified amount in a distribution of either profits or capital).

Release Date means the date on which the Principal makes payment of the [REDACTED] to the WL Contractor.

Remediation has the meaning given in the *Contaminated Land Management Act 1997* (NSW).

Remedy Plan has the meaning given in clause 32.2(b)(ii)(A).

Required Rating means a credit rating or financial strength rating of at least A by Standard and Poor's (Australia) Pty Limited or A2 by Moody's Investor Service, Inc (or such other credit rating as the Principal may approve in writing from time to time) or, if no rating is provided by Standard and Poor's (Australia) Pty Limited or by Moody's Investor Services, Inc, an equivalent rating with another reputable rating agency.

Resequencing has the meaning given in clause 22.1(a)(i).

Residential SDD Works means any part of the Project Works which are Home Building Works.

Residual Lot has the meaning given in paragraph 2.2(f) of the Subdivision Principles.

Resolution Institute means the Resolution Institute Australia.

Retail Works means the part of the WL Works described in Appendix B1.7 of the SWTC.

Safety Management System has the meaning given in the Rail Safety National Law.

Savings has the meaning given in Schedule E4 (*Valuation mechanism*).

Section 88B Instrument means an instrument created pursuant to section 88B of the *Conveyancing Act 1919* (NSW) in a form which complies with the Subdivision Principles and the Subdivision Requirements.

Security means each unconditional undertaking required to be provided or which the Principal is entitled to hold pursuant to clause 3 (*Security*).

Security Interest means any mortgage, charge, pledge, lien, encumbrance, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person or any interest in relation to personal property provided for by a transaction that in substance secures payment or performance of an obligation or otherwise would be considered to be a "security interest" under section 12(1) of the PPS Act.

Shared Facilities has the meaning given in the Draft BMS.

Shared Facilities Plan has the meaning given in the Draft BMS.

Significant Completion means each of Milestone Achievement, Substantial Completion and Completion.

Significant Date means each Date for Milestone Achievement, Date for Substantial Completion and Date for Completion.

Significant Subcontract means each of the following:

- (a) not used;
- (b) each contract entered into by the WL Contractor with the L&E Contractor;
- (c) each contract entered into by the WL Contractor with the BMCS Contractor;
- (d) each contract entered into by the WL Contractor with the Public Art Supply Contractor;
- (da) each contract entered into by the WL Contractor with a Subcontractor for the supply, installation, testing and commissioning of any of the following permanent works which form part of the Project Works:
 - (i) environmental control system, in accordance with Appendix B3.1 of the SWTC;
 - (ii) hydraulic services, in accordance with Appendix B4 of the SWTC;
 - (iii) fire services system, in accordance with section 3 of Appendix B6 of the SWTC;
 - (iv) low voltage distribution and electrical building services, in accordance with Appendix B3.2 of the SWTC;
 - (v) earthing and bonding, and electrolysis and electromagnet systems, in accordance with Appendix B3.3 of the SWTC;
 - (vi) lighting, in accordance with Appendix B3.4 of the SWTC;
 - (vii) interface to the power control system, in accordance with Appendix B3.5 of the SWTC;
 - (viii) supporting infrastructure for the bulk power supply and high voltage reticulation, in accordance with Appendix B3.6 of the SWTC; or
 - (ix) supporting infrastructure for the tunnel ventilation system, in accordance with Appendix B3.7 of the SWTC;
- (e) each contract for the provision of any "Significant Subcontract Work" listed in Schedule A5 (*Significant Subcontractors and Significant Subcontract work*);
- (f) each contract entered into by the WL Contractor in connection with the WL Contractor's Activities with a contract value of greater than [REDACTED] (excluding any contract with a sub-tenant and any contract for retail fit out purposes); and
- (g) any other contract that the parties agree in writing from time to time is a Significant Subcontract.

Significant Subcontractor means a party (other than the WL Contractor) to a Significant Subcontract.

Significant Subcontractor Direct Deed means a deed between the Principal, the WL Contractor and any Significant Subcontractor.

Site Access Date means, in respect of a part of the Construction Site, the date specified as the "Site Access Date" for that part of the Construction Site in the Site Access Schedule.

Site Access Expiry Date means, in respect of part of the Construction Site, the date specified as the "Site Access Expiry Date" for that part of the Construction Site in the Site Access Schedule.

Site Access Schedule means Schedule D1 (*Site Access Schedule*).

Site Conditions are any physical conditions and characteristics of, on, above, below or over the surface, or in the vicinity, of the Construction Site and any Extra Land or their surroundings including:

- (a) Artefacts and any other natural and artificial conditions;
- (b) physical and structural conditions, including old footings, underground structures, buildings, improvements, partially completed structures and in-ground works;
- (c) all improvements, including any artificial things, foundations, retaining walls and other structures installed by or on behalf of the Principal or others;
- (d) surface water, ground water, ground water hydrology and the effects of any dewatering;
- (e) any Contamination, Hazardous Chemical or other spoil or waste;
- (f) topography of the Construction Site and any Extra Land, ground surface conditions and geology, including rock and sub-surface conditions or other materials encountered at the Construction Site or Extra Land;
- (g) geological, geotechnical and subsurface conditions or characteristics;
- (h) any underground strata;
- (i) all Utility Services, systems and facilities, above or below ground level and all facilities with which such Utility Services and systems are connected;
- (j) the Environment, water, weather or climatic conditions, or the effects of the Environment, water, weather or climatic conditions, including rain, surface water runoff and drainage, water seepage, wind-blown dust and sand, seasons and physical conditions that are a consequence of weather or climatic conditions;
- (k) any adjoining property; and
- (l) any latent conditions.

Social Housing Lot has the meaning given in the MQD PDA.

SOP Act means the *Building and Construction Industry Security of Payment Act 1999* (NSW).

State means the Crown in right of the State of New South Wales.

State Indemnified Party means:

- (a) the Principal;



Station Lot means the stratum lot indicatively shown as Lot 1 in the Draft Subdivision Plan, which will be created by way of Subdivision pursuant to this deed.

Station Retail Lot means the stratum lot indicatively shown as Lot 3 in the Draft Subdivision Plan, which will be created by way of Subdivision pursuant to this deed.

Station Works means the part of the WL Works described in Section 2.1.2 of the SWTC.

Subcontract means an agreement for supply of goods or services (including professional services and plant hire) or both.

Subcontractor means:

- (a) for the purposes of clause 33.1(c), any person who enters into a contract in connection with the WL Contractor's Activities with the WL Contractor; and
- (b) otherwise, any person who enters into a contract in connection with the WL Contractor's Activities with the WL Contractor or whose subcontract is in connection with the WL Contractor's Activities and is in a chain of contracts where the ultimate contract is with the WL Contractor.

Subdivide and **Subdivision** means a subdivision, consolidation or dedication of land (or to create the land) under the Subdivision Legislation.

Subdivision Documents means each community association document, management statement (such as any building management statement or strata management statement), development contract, by-laws, or an instrument creating easements, covenants or restrictions under the Subdivision Legislation, including:

- (a) the Draft Subdivision Plan;
- (b) the Draft Section 88B Instrument; and
- (c) each Draft Other Subdivision Document.

Subdivision Legislation means any of the *Conveyancing Act 1919* (NSW), *Real Property Act 1900* (NSW), *Community Land Development Act 1989* (NSW), *Strata Schemes Development Act 2015* (NSW), *Strata Schemes Management Act 2015* (NSW), *Roads Act 1993* (NSW) or the EP&A Act.

Subdivision Principles means the principles set out in Schedule D13 (*Subdivision Principles*).

Subdivision Proposal has the meaning given in Schedule D12 (*Subdivision Requirements*).

Subdivision Requirements means the requirements set out in Schedule D12 (*Subdivision Requirements*).

Substantial Completion means:

- (a) in respect of the Trackway Portion, the stage in the execution of WL Contractor's Activities in respect of the Trackway Portion when:
 - (i) the Portion is complete in accordance with this deed except for any:
 - (A) Minor Defects;
 - (B) Agreed Defects; and
 - (C) Accepted Defects;
 - (ii) the WL Contractor has:
 - (A) carried out and passed all Tests which are required under this deed to be carried out and passed prior to Substantial Completion of the Trackway Portion being achieved;
 - (B) carried out all Tests which must necessarily be carried out and passed to verify that the Trackway Portion is in the condition this deed requires it to be in at Substantial Completion;
 - (C) obtained all Approvals that it is required under this deed to obtain prior to Substantial Completion of the Trackway Portion being achieved and provided those Approvals to the Principal's Representative;
 - (D) given to the Principal's Representative (with a copy to any of the Interface Contractors as required by the Principal) all documents or other information in respect of the design, construction, testing, commissioning, completion, occupation, use and maintenance of the Trackway Portion which are required by this deed to be given to the Principal's Representative prior to Substantial Completion of the Trackway Portion being achieved, including copies of all documentation in accordance with the requirements of the SWTC;
 - (E) executed a certificate in the form of Schedule B7 (*WL Contractor's Certificate – Substantial Completion*) for the Trackway Portion and provided it to the Principal's Representative and the Independent Certifier;
 - (F) removed all Construction Plant from the parts of the Construction Site that relate to the Trackway Portion, other than:
 - (aa) any Construction Plant required to carry out the Post Completion Activities; and
 - (bb) any Construction Plant necessary to facilitate the handover of the Trackway Portion to the Principal or which is required to be retained on the Construction Site in accordance with clause 6.10(c) (where approved by the Principal's Representative in accordance with clause 6.10(c));

- (G) not used;
- (H) not used;
- (I) not used;
- (J) submitted to the Principal's Representative a survey certificate (within the meaning of that term in the *Surveying and Spatial Information Regulation 2012* (NSW)) signed by a land surveyor registered under the *Surveying and Spatial Information Act 2002* (NSW) who is approved by the Principal's Representative stating that:
 - (aa) the whole of the Trackway Portion is within the relevant boundaries of the Project Site stipulated in this deed, except only for parts of the Portion specifically required by this deed to be outside those boundaries (including any Utility Service Works which this deed specifically states may be carried out outside the boundary of the Construction Site and any Project Works which this deed specifically states may be left in a Temporary Area at Substantial Completion (with respect to the Trackway Portion));
 - (bb) the elements of the Portion are in the positions and within the tolerances required by this deed;
 - (cc) the survey information included in the Asset Management Information provided by the WL Contractor pursuant to clause 6.12 (*Asset Management Information*) complies with the requirements of this deed; and
 - (dd) any other matter identified by the Principal's Representative in relation to surveying or the boundaries of the Portion complies with the requirements of this deed; and
- (K) removed all rubbish, surplus materials (including Construction Materials) and Temporary Works from the relevant parts of the Construction Site and Extra Land relevant to that Portion in accordance with clause 6.10 (*Cleaning up*);
- (iii) the Independent Certifier has issued a certificate in the form of Schedule B5 (*Independent Certifier's Certificate – Design*) in respect of all Design Stage 3 Design Documentation applicable to the Trackway Portion which has been provided to the Independent Certifier by the Principal under clause 4.5(c); and
- (iv) the WL Contractor has done everything else which is stated to be a condition precedent to Substantial Completion of the Trackway Portion, or which WL Contractor is otherwise expressly required by this deed to do prior to Substantial Completion of the Trackway Portion being achieved; and
- (b) in respect of a Non-Trackway Portion, the stage in the execution of WL Contractor's Activities in respect of that Portion when:
 - (i) the Portion is complete in accordance with this deed except for:
 - (A) Local Area Works;

- (B) final architectural finishes to the Station Works impacted by Interface Work, plant, temporary amenities or other temporary access provisions;
 - (C) Loading dock;
 - (D) shopfronts to retail areas;
 - (E) any:
 - (aa) Minor Defects;
 - (bb) Agreed Defects; and
 - (cc) Accepted Defects; and
- (ii) the WL Contractor has:
- (A) carried out and passed all System Integration and Acceptance Tests relating to the Project Works as specified in section F7 of the SWTC (which can be undertaken on temporary power if permanent power connection is not available) which:
 - (aa) are required under this deed (including the SWTC) to be carried out and passed prior to Substantial Completion of that Portion being achieved; or
 - (bb) must necessarily be carried out and passed to verify that Portion is in the condition this deed requires it to be in at Substantial Completion of that Portion; and
 - (B) executed a certificate in the form of Schedule B7 (*WL Contractor's Certificate – Substantial Completion*) for the Portion and provided it to the Principal's Representative and the Independent Certifier; and
- (iii) the WL Contractor has done everything else which is stated to be a condition precedent to Substantial Completion of the Portion, or which WL Contractor is otherwise expressly required by this deed to do prior to Substantial Completion of the Portion being achieved.

Surveyor means a surveyor who is a member of the Association of Consulting Surveyors NSW Inc having at least 5 years' experience in surveying premises of the same type as the Waterloo Station and the MQD.

Sustainability Management Plan means the Project Plan of that name, as updated from time to time in accordance with this deed.

SWTC means the Scope of Works and Technical Criteria contained in Schedule C1 (*Scope of Works and Technical Criteria*).

Sydney Metro City & Southwest means the construction, maintenance and operation of the railway line from Chatswood to Bankstown, including:

- (a) the upgrade and conversion of the existing Bankstown line to metro standard, the stabling yard and maintenance depot at Marrickville, stations, tunnels, viaduct, bridges, earthworks, landscaping, equipment, systems, trackwork and support structures, rolling stock and ancillary infrastructure; and

- (b) the integration of Sydney Metro Northwest to form a single end to end metro system from Cudgegong Road to Bankstown.

Sydney Metro City & Southwest Strategic Objectives has the meaning given in section 1.3(b) of the SWTC.

Sydney Metro Northwest means the railway line from Chatswood to Cudgegong Road, including the stabling yard and maintenance depot at Tallawong Road, the stations, tunnels, viaducts, bridges, earthworks, landscaping, equipment, systems, trackwork and support structures, rolling stock and ancillary infrastructure.

Sydney Metro Principal Contractor Health and Safety Standard means the document referred to as the "Sydney Metro Principal Contractor Health & Safety Standard (SM-PS-ST-221)", which is included in electronic form in Schedule F1 (*Electronic files*).

Sydney Trains means Sydney Trains, the body corporate constituted by Part 2A of the *Transport Administration (General) Regulations 2005* (NSW).

System Integration and Acceptance Test has the meaning given in Appendix A1 of the SWTC.

Tax Act means the *Income Tax Assessment Act 1997* (Cth).

Tax Funding Agreement means a tax funding agreement between the members of a Consolidated Group which includes:

- (a) reasonably appropriate arrangements for the funding of tax payments by the head company having of the Consolidated Group regard to the position of each member of the Consolidated Group;
- (b) an undertaking from the head company of the Consolidated Group to compensate each other member adequately for loss of tax attributes (including tax losses and tax offsets) as a result of being a member of the Consolidated Group; and
- (c) an undertaking from the head company of the Consolidated Group to pay all group liabilities (as described in section 721-10 of the Tax Act) of the Consolidated Group.

The Tax Funding Agreement may be contained in a Tax Sharing Agreement.

Tax Sharing Agreement means an agreement of the type described in section 721-25 of the Tax Act and which, from time to time, satisfies the requirements of that section, and any guidelines or rulings by the Australian Taxation Office, in order for that agreement to be regarded as a valid tax sharing agreement for the purposes of section 721-25 of the Tax Act.

Taxes means taxes, levies, imposts, deductions, charges and duties (including stamp and transaction duties) together with any related interest, penalties, fines and expenses in connection with them.

Technical Management Plan means the Project Plan of that name, as updated from time to time in accordance with this deed.

Technical Working Group means each working group established pursuant to clause 2 of Schedule B1 (*Governance groups*).

Temporary Areas means the areas of the Construction Site identified in section 3 of the Site Access Schedule and the areas of the Construction Site described as "Temporary Areas" in the Site Access Schedule.

Temporary Repairs has the meaning given in clause 15.8(a).

Temporary Works means any temporary physical works required for the purpose of performing the WL Contractor's Activities but not forming part of the Project Works.

Tender means the WL Contractor's response to the request for tenders titled "Response to the request for tender for the delivery of the Waterloo Integrated Station Development Contract Number: 503" dated [REDACTED] as amended.

Test means examine, measure and trial and includes:

- (a) the tests required by Appendix F7 of the SWTC or the Testing and Commissioning Plan; and
- (b) any additional tests which the WL Contractor is directed to carry out under clause 24.2(a).

Testing and Commissioning Plan means the Project Plan of that name.

Third Party means a party to a Third Party Agreement other than the Principal.

Third Party Agreement means an agreement contained in Schedule D5 (*Third Party Agreements*) and any Adjoining Property Owner Agreement which has been, or will be, entered into by the Principal.

Third Party Agreement Design Documentation means any Design Documentation that is required to be submitted under or in connection with any Third Party Agreement.

Third Party Works means Local Area Works, Property Works and Utility Service Works.

Trackway Portion means those parts of the Project Works described as "Portion 1" in section 3 of Schedule A3 (*Portions and Milestones*).

Transport Administration Act means the *Transport Administration Act 1988* (NSW).

Transport Assets has the meaning assigned to it in the ASA Charter.

Transport for NSW or **TfNSW** means Transport for NSW, a NSW Government agency constituted by section 3C of the Transport Administration Act.

TSE Construction Completion has the meaning given to the term "Construction Completion" in the TSE Contract with respect to the TSE Works.

TSE Contract means the contract titled "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" dated 22 June 2017 between the Principal and the TSE Contractor to carry out the TSE Works, a redacted copy of which is included in electronic form in Schedule F1 (*Electronic files*).

TSE Contractor means John Holland Pty Ltd ABN 11 004 282 268, CPB Contractors Pty Ltd ABN 98 000 893 667 and Ghella Pty Ltd ABN 85 142 392 461.

TSE Cooperation and Integration Deed means a deed to be entered into between the Principal, the WL Contractor and the TSE Contractor substantially in the form of Schedule A26 (*TSE Cooperation and Integration Deed*).

TSE Date for Construction Completion has the meaning given to the term "Date for Construction Completion" under the TSE Contract with respect to the TSE Works.

TSE Date of Construction Completion means, in respect of the TSE Works:

- (a) the date notified by the TSE Independent Certifier as the date TSE Construction Completion was achieved; or
- (b) where another date is determined in accordance with the dispute resolution procedures under the TSE Contract as the date upon which TSE Construction Completion was achieved, that date.

TSE Defect means:

- (a) any defect, deficiency, fault, error or omission in the TSE Works; and
- (b) any:
 - (i) cracking, shrinkage, movement or subsidence in the TSE Works; or
 - (ii) other aspect of the TSE Works,which is not in accordance with the TSE Works Baseline Requirements,

which will:

- (c) cause the WL Contractor to incur additional cost;
- (d) delay the performance of the WL Contractor's Activities;
- (e) affect any warranty provided by the WL Contractor under this deed; or
- (f) prevent the WL Contractor from complying with its obligations under this deed,

but does not include [REDACTED]

TSE Independent Certifier means APP Corporation Pty Limited ABN 29 003 764 770 or such other person(s) as may be engaged by the Principal and the TSE Contractor in accordance with the TSE Independent Certifier Deed.

TSE Independent Certifier Deed means the deed so titled entered into between the TSE Contractor, the Principal and the TSE Independent Certifier.

TSE Known Defect means a TSE Defect which is listed in a TSE Notice of Construction Completion.

TSE Notice of Construction Completion has the meaning given to the term "Notice of Construction Completion" in the TSE Contract.

TSE Site means the "Construction Site" (as defined in the TSE Contract), to the extent that that "Construction Site" forms part of the Construction Site.

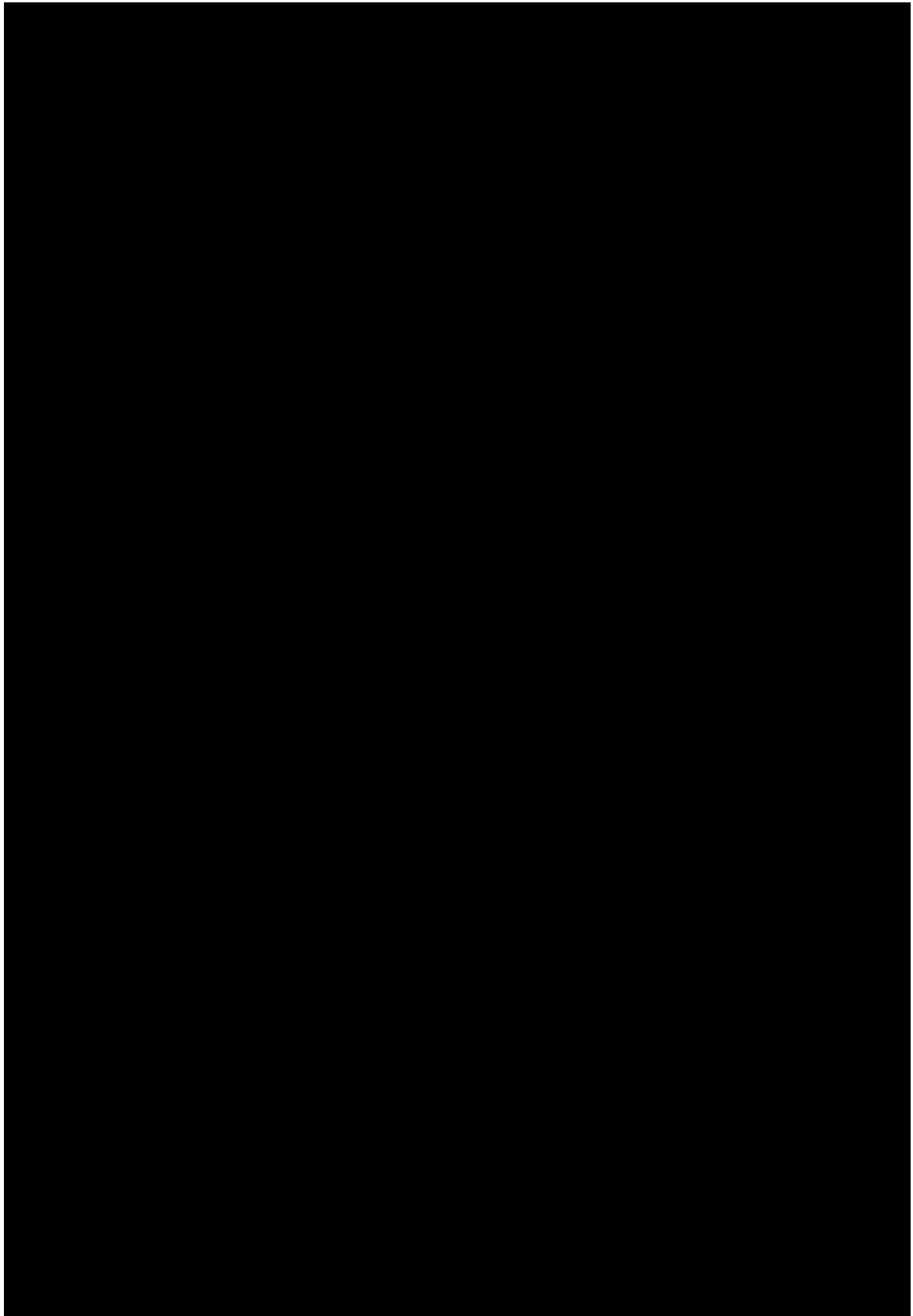
TSE Site Access Date has the meaning in clause 9.2(d).

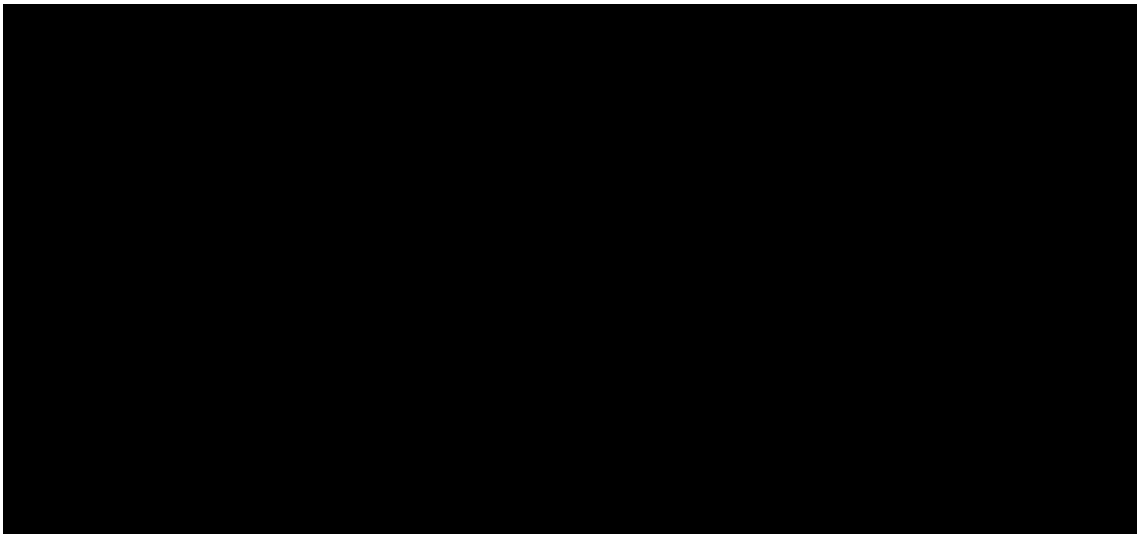
[REDACTED]

TSE Works means the works comprised within "Portion 3" of the TSE Contract relating to the "Waterloo Station Excavation" and the "Waterloo Station Nozzle Enlargement".

TSE Works Asset Management Information means any "Asset Management Information" (as defined in the TSE Contract), including any draft "Asset Management Information" submitted to the Principal by the TSE Contractor under the TSE Contract, to

the extent that "Asset Management Information" or draft "Asset Management Information" relates to the TSE Works.





TSE Works Design Documentation has the meaning given in clause 15.2(a).

TSE Works O&M Manuals means:

- (a) the operation and maintenance manuals forming part of the TSE Works Asset Management Information certified by the TSE Independent Certifier under the TSE Contract; or
- (b) to the extent the operation and maintenance manuals forming part of the TSE Works Asset Management Information have not yet been certified by the TSE Independent Certifier under the TSE Contract, the draft operation and maintenance manuals submitted to the Principal by the TSE Contractor under the TSE Contract (as provided by the Principal to the WL Contractor).

TSOM Contract means a contract between the Principal and the TSOM Contractor for the provision of the TSOM Works and, if required by the Principal, the operation and maintenance of Sydney Metro City & Southwest.

TSOM Contractor means any entity that is engaged by the Principal to carry out the TSOM Works and, if required by the Principal, the operation and maintenance of Sydney Metro City & Southwest.

TSOM Works means all things, works and materials (including all systems and software incorporated in, or necessary to enable their operation) that the TSOM Contractor must, in accordance with the TSOM Contract, design, construct, manufacture, install, test and commission for the purposes of completing the Sydney Metro City & Southwest, including equipment, systems (including all information systems, central control systems and communications systems), hardware and software, rolling stock, platform screen doors and control centre.

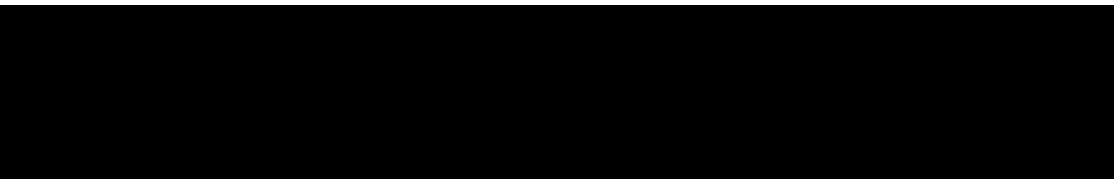
Unowned Property Works Lands means a parcel of land and any improvements of which the State is not the registered proprietor, lessee or licensee and in relation to which, or upon which, Property Works are to be undertaken.

Urgent Defect means a Defect which poses or creates an actual or potential risk to the health or safety of any person or of loss of or damage to property.

Utility Service means any service utility, service facility or item of public or private infrastructure, including for the provision or measurement of water, electricity, gas, fuel, telephone, drainage, stormwater, sewerage, industrial waste disposal and electronic

communications service (including power, electricity, gas, water, sewerage and telecommunications and all pipes, wires, cables, ducts and other conduits in connection with them).

Utility Service Works means the construction, modification, or relocation of Utility Services to be designed and constructed by the WL Contractor and handed over to the Principal, an Authority or any other person in accordance with this deed including any such works specified in the SWTC (and including, to the extent relevant to such works, Modifications directed or approved in accordance with this deed).



Waterloo Station means the new underground metro station for Sydney Metro City & Southwest known as "Waterloo Station".

Waterloo ISD Objectives has the meaning given in section 1.3(c) of the SWTC.

WL Contractor Event of Default has the meaning given in clause 32.1 (*WL Contractor Event of Default*).

WL Contractor Guarantor means the entity referred to in item 3 of the Reference Schedule.

WL Contractor Margin has the meaning given to that term in Schedule E4 (*Valuation mechanism*).

WL Contractor Submissions has the meaning given in clause 1.8(a)(i).

WL Contractor Termination Event means any event specified in clause 32.4 (*WL Contractor Termination Events*).

WL Contractor's Activities means all things or tasks which the WL Contractor is, or may be, required to provide, carry out or do to comply with its obligations under this deed (whether or not the performance of such things or tasks is subcontracted by the WL Contractor to another person) including provision of Construction Plant and Construction Materials, designing, constructing, testing and commissioning the Project Works and Temporary Works and including the Post Completion Activities.

WL Contractor's Initial Program is the initial program for the Project Works prepared by the WL Contractor as part of its Tender.

WL Contractor's Program is the program/schedule submitted by the WL Contractor to the Principal's Representative in accordance with the requirements of clause 21.5(b) and as updated pursuant to clause 21.5(c) and Appendix F2 of the SWTC.

WL Contractor's Representative means the person referred to in item 7 of the Reference Schedule or any person appointed by the WL Contractor as its replacement representative from time to time, as notified by the WL Contractor to the Principal in writing.

WL Contractor's Tender Design means the design prepared by the WL Contractor as part of its Tender and set out in Schedule C3 (*WL Contractor's Tender Design*).

WL Developer means the entity referred to in item 2 of the Reference Schedule.

WL Developer's Activities means all activities that the WL Developer performs, or is required to perform, to comply with its obligations under the MQD PDA, whether or not the performance of such things or tasks is subcontracted by the WL Developer to another person.

WL Developer's Associates means the people and entities referred to in paragraph (b) of the definition of "Associate" in the MQD PDA.

WL MQD Contract Documents means the MQD PDA and each "WL MQD Contract Document" (as defined in the MQD PDA).

WL Station Contract Documents means:

- (a) this deed;
- (b) each Parent Company Guarantee;
- (c) the Independent Certifier Deed;
- (d) not used;
- (e) not used;
- (f) any Significant Subcontractor Direct Deed;
- (g) each Project Cooperation and Integration Deed;
- (h) the Master Interface Protocols Deed Poll;
- (i) the Collateral Warranty Deed Poll;
- (j) the IDAR Panel Agreement; and
- (k) any document which the Principal and the WL Contractor acknowledge in writing to be a WL Station Contract Document,

but does not include the WL MQD Contract Documents.

WL Works means the physical works which the WL Contractor must design, construct, complete and hand over to the Principal in accordance with this deed (including, to the extent relevant to such works, Modifications directed in accordance with this deed) but excluding the Third Party Works.

WHS Accreditation Scheme means the Australian Government Building and Construction WHS Accreditation Scheme established by the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth), or any scheme replacing it.

WHS Legislation means:

- (a) the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW); and

- (b) any legislation in other states and territories of Australia addressing work health and safety which applies to the Project Works.

Wilful Misconduct means an act or failure to act by a party or its Associates that was intended to cause, or was in reckless disregard of or wanton indifference to, harmful consequences, excluding any innocent act, omission, mistake or error of judgement.

Witness Point means a point in a work process for which the WL Contractor must give prior notice to the Principal's Representative to allow the Principal's Representative to attend and witness the point in the work process should it choose to do so.

SCHEDULE A3. – PORTIONS AND MILESTONES

(Schedule A2 and clause 19)

1. General

- (a) Subject to section 1(c), unless the context requires otherwise, terms which are defined in the SWTC have the same meaning where used in this Schedule A3.
- (b) A reference to an area of the Construction Site by an individual area number is a reference to the area of the Construction Site so numbered and described in the drawings described in section 2 of this Schedule A3.
- (c) In this Schedule A3:
 - (i) **Degree 1 Activities Completion** means the stage in execution of WL Contractor's Activities in respect of a specified part of the Project Works when all of the activities identified as "Degree 1 Activities" in Table 4 in Appendix 1 to this Schedule A3 have been completed, as applicable, in accordance with this deed;
 - (ii) **Degree 2 Activities Completion** means the stage in execution of WL Contractor's Activities in respect of a specified part of the Project Works when all of the activities identified as "Degree 2 Activities" in Table 4 in Appendix 1 to this Schedule A3 have been completed, as applicable, in accordance with this deed; and
 - (iii) **Degree 3 Activities Completion** means the stage in execution of WL Contractor's Activities in respect of a specified part of the Project Works when all of the activities identified as "Degree 3 Activities" in Table 4 in Appendix 1 to this Schedule A3 have been completed, as applicable, in accordance with this deed.

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2. Portion and Milestone Drawings

The drawings of the areas of the Construction Site referred to in this Schedule A3 are set out in Table 1 below.

Table 1: Drawings

Drawing Number	Revision	Drawing Title and number of sheets	Electronic File Reference
WL-Portions-Milestones	1.0	Waterloo ISD Portions & Milestones - Sheets 1 to 4	Waterloo ISD Portions & Milestones v1.0.pdf

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3. Portions

Table 2: Portions

Portion	Description	Date Substantial Completion	for	Delay Damages Date Substantial Completion (clause 21.11) \$/day	Liquidated post for	Date for Completion	for	Delay Damages (clause \$/day	Liquidated post Date for Completion (clause 21.11)
Portion 1									
Portion 2									

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Portion	Description	Date Substantial Completion	for	Delay Damages Date Substantial Completion (clause 21.11) \$/day	Liquidated post for	Date for Completion	Delay Damages for (clause \$/day	Liquidated post Date Completion 21.11)

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4. Milestones

Table 3: Milestones

Milestone 1	
Milestone 2	
Milestone 3	
Milestone 4	
Milestone 5	

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Milestone	Description	Date Milestone Achievement	for Delay Damages	Liquidated

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Table 3A – Milestone Performance Payments

Milestone Performance Payment	Description	Milestone Performance Payment amount
Milestone Performance Payment 1		The amount set out in Schedule E1 (<i>Contract Sum Schedule</i>)
Milestone Performance Payment 2		The amount set out in Schedule E1 (<i>Contract Sum Schedule</i>)
Milestone Performance Payment 3		The amount set out in Schedule E1 (<i>Contract Sum Schedule</i>)
Milestone Performance Payment 4		The amount set out in Schedule E1 (<i>Contract Sum Schedule</i>)
Milestone Performance Payment 5		The amount set out in Schedule E1 (<i>Contract Sum Schedule</i>)
Milestone Performance Payment 6		The amount set out in Schedule E1 (<i>Contract Sum Schedule</i>)

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Milestone Performance Payment	Description	Milestone Performance Payment amount
Milestone Performance Payment 7		The amount set out in Schedule E1 (<i>Contract Sum Schedule</i>)

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APPENDIX 1 – DEGREES OF COMPLETION

Table 4: Activities for degrees of Activities Completion

Degree 1 Activities	Degree 2 Activities	Degree 3 Activities
1.1 Structure or building complete, clean, dry and watertight.	2.1 All activities identified for Degree 1 Activities Completion complete.	3.1 All activities identified for Degree 2 Activities Completion complete.
1.2 All tunnels, cross passages and adits structurally complete, clean, dry and watertight including backfilling, joints and stitches complete.	2.2 Permanent door frames installed with temporary doors and locks.	3.2 Electrical and mechanical critical equipment room installation and main cabling complete.
1.3 Blockwalls, partition walls, all plinths and upstands complete.	2.3 Metal staircases, cat-ladders and catwalks complete.	3.3 HV and LV power related equipment installation and cabling complete.
1.4 Sealing of blockwork, plastering, painting, floor screeding and epoxy floor paint complete, i.e. all wet trades complete.	2.4 Structural steelwork and associated interface brackets complete including provisions for lift shafts, platform screen doors and surveys accepted.	3.4 All works in HV and LV power supply electrical equipment rooms including installation of permanent doors complete.
1.5 Structure or building as-built survey complete.	2.5 Louvres and grilles installed.	3.5 Headwall, tailwall and auxiliary communication cupboards installation including all associated electrical and mechanical services complete.
1.6 Structural and blockwork electrical and mechanical openings formed and survey complete.	2.6 Wall and ceiling finishes complete for back of house.	3.6 Ceiling framework and grids complete and all service panels that accommodate Interfacing Contractors' equipment installed.
1.7 Movement and expansion joints complete.	2.7 Framework for wall panels and cladding complete.	3.7 Ceiling, wall and floor final finishes at lift lobbies / balustrades, barriers and landings and adjacent to escalators complete.
1.8 Track and platform slab and overtrack and undertrack air duct complete including survey.	2.8 Complete mounting brackets, hangers supports, primary ceiling support frames, power and data points for Interface Contractors.	3.8 Installation for lift and escalator zones complete.
1.9 Staircases, lift shafts, lift pits, escalator/moving walkway pits and escalator areas complete.	2.9 Air tight and acoustic doors for all air plenums installed.	3.9 Smoke curtain, roller shutters, fire shutters and smoke barriers installation complete.
1.10 Construction equipment and scaffolding and falsework removed from all track areas.	2.10 Joinery / framing / counter for supporting Interface Contractor equipment available.	3.10 Wiring and termination to roller shutters,
1.11 Underground earth mat, earth rods, lightning pits and earth pits complete and	2.11 Complete pedestal fixing brackets and installation of floor panels for raised floors.	

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Degree 1 Activities	Degree 2 Activities	Degree 3 Activities
<p>test results accepted.</p> <p>1.12 Underground pipework complete, cleaned and tested including manholes ductwork, valve pits and drawpits.</p> <p>1.13 Sumps complete with temporary pumps operational.</p> <p>1.14 Drainage system including oil interceptors, terminal manholes and discharge connections complete with temporary pumps operational.</p> <p>1.15 Trackbed / base slab / trackside upstands, track turnout slabs and cross track ducts complete.</p> <p>1.16 Louvres and acoustic panel frames to trackside areas complete, including station overrun structure.</p> <p>1.17 All works areas backfilled or formed to required formation level.</p> <p>1.18 Water-tightness testing to all tanks complete.</p> <p>1.19 Waterproofing complete.</p> <p>1.20 Confirmation of final positions of openings, holes, recesses, chases, and fixings after concreting.</p> <p>1.21 Installation of concealed conduits (with fixings and sleeves to be cast in concrete) complete, including accessories and draw wires.</p> <p>1.22 Temporary safety barriers at landings and at</p>	<p>2.12 Temporary air conditioning available and operational.</p> <p>2.13 Installation of cable containment and support systems complete, including ladder racks, cable trays, cable trunking and conduits, brackets anchors and guides.</p> <p>2.14 Completion of the activities described in Table 5 as being Degree 2 Provision Activities.</p> <p>2.15 Completion of the activities described in Table 6 as being Building Services First Fix Activities.</p>	<p>fire shutters and smoke barriers complete.</p> <p>3.11 Platform isolation and platform floor finishes up the platform screen doors threshold complete.</p> <p>3.12 All internal and external finishes to all floors, walls and ceilings complete.</p> <p>3.13 All openings, accesses and service penetrations sealed.</p> <p>3.14 All signage wiring and termination complete.</p> <p>3.15 All door contact wiring complete.</p> <p>3.16 All permanent portable fire extinguisher complete and all related fire services requirements complete.</p> <p>3.17 Completion of the activities described in Table 5 as being Degree 3 Provision Activities.</p> <p>3.18 Completion of the activities described in Table 6 as being Building Services Second Fix Activities.</p>

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Degree 1 Activities	Degree 2 Activities	Degree 3 Activities
<p>all lift shafts and floor openings.</p> <p>1.23 Lift shaft alignment, location of penetrations and openings surveyed and accepted.</p> <p>1.24 All access requirements for Interface Contractors as specified in or required by the Appendix E1 of the SWTC are provided.</p> <p>1.25 Completion of the activities described in Table 5 as being Degree 1 Provision Activities.</p>		

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Table 5: Provision Activities for Interface Contractors

Degree 1 Provision Activities	Degree 2 Provision Activities	Degree 3 Provision Activities
1.1 Cast-in sockets, cable supports and pipe brackets complete. 1.2 Supports / subframe for trackside advertising panel complete. 1.3 Temporary power and lighting complete. 1.4 Temporary ventilation complete. 1.5 Plant access and material delivery routes clear with permanent frames for delivery or access hatches installed. 1.6 Lifting facilities (beams, lugs and eyes) complete and certified. 1.7 Niches, recesses and box outs complete. 1.8 Cable troughs and trenches complete. 1.9 Cable duct runs / risers complete. 1.10 Concealed trunking and conduit complete. 1.11 Sleeves for penetrations complete. 1.12 Works and storage areas available. 1.13 Flood protection provision(s) installed. 1.14 Survey reference lines and benchmark. 1.15 Top plate and hanger beams at concourse level complete.	2.1 Clean, safe and dust free access for Interface Contractors. 2.2 Site facilities are in place for use by the Interface Contractors, in accordance with the SWTC.	Nil

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Table 6: Activities for Building Services Fix Stages

Part of the Metro Station Works	Building Services First Fix Activities	Building Services Second Fix Activities
Environmental control system	<p>The installation of all environmental control system equipment complete, including chillers, pumps, control panels for chillers, cooling tower, motor control centres, fans, split units, air handling units, primary air units and fan coil units.</p> <p>The installation of all duct work and pipe work systems complete, including valves, silencers, dampers, access panels, supports, anchors and guides.</p> <p>All sectional testing complete, where necessary due to concealment or other construction constraints.</p>	<p>Insulation of all ductwork and pipework systems complete.</p> <p>Leakage test for all ductwork and pipework complete.</p> <p>Power and control cabling / wiring with termination complete.</p>
LV power supply and distribution system and electrical system	<p>The installation of isolating transformers, switchboards, main earthing system, bonding, termination complete and test results accepted.</p> <p>Installation of cable containment and support systems complete, including ladder racks, cable trays, cable trunking and conduits, brackets anchors and guides.</p>	<p>Installation of all isolators, fused spur units, sockets, lighting and exit signs, distribution boards and UPS / batteries complete.</p> <p>Installation and testing of all circuitry including cabling / wiring and termination at isolators, fused spur units, sockets, lighting and exit signs, isolating transformers, switchboards, distribution boards, UPS / batteries, power and control points, advertising panels, directional signs complete.</p> <p>All electrical testing and commissioning works for the power supply electrical rooms completed ready for operation.</p>
Hydraulic services	<p>The installation of all pumps for flushing water system, sump pumps, potable water system and drainage system complete.</p> <p>The installation of all pipe runs, with associated valves, supports, anchors and guides complete.</p> <p>All sectional testing complete, where necessary due to concealment or other construction constraints.</p>	<p>Installation of the controls for the flushing water system, sump pumps, potable water and drainage system complete.</p> <p>The power and control cabling / wiring with termination complete.</p> <p>The hydraulic testing of all piping systems for the pumps and associated pipework complete.</p>

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Part of the Metro Station Works	Building Services First Fix Activities	Building Services Second Fix Activities
Fire services system	<p>The installation of all pump-motor sets for sprinkler system, gaseous suppression system, fire hydrant/hose reel system and trackside firefighting systems complete.</p> <p>The installation of all pipe runs, with associated valves, supports, anchors and guides complete.</p> <p>The cable containment and support systems for fire services system complete.</p> <p>All sectional testing complete, where necessary due to concealment or other construction constraints.</p>	<p>The installation of all control and monitoring for sprinkler system, gaseous suppression system, fire hydrant / hose reel system and trackside firefighting systems at both the local fire control panels and integrated back-up panels complete.</p> <p>The installation and termination of all power and control cabling / wiring complete.</p> <p>The hydraulic testing of all pipework complete.</p> <p>All cabling / wiring with termination at automatic fire alarm (AFA) system panels and AFA loops complete.</p> <p>The installation of detector base plates and remote indicators.</p>
Building management control system	<p>The installation of building management control system equipment complete, including building services controllers, PLC panel and station environmental control system controllers.</p>	<p>Cabling and wiring for the building management control system complete, with termination at the station building services controllers, station environmental control system controllers, fire services control panels, LV switchboards, motor control centres, integrated back-up panels, power and control system and other station based control system equipment.</p>

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SCHEDULE A4. – PRE-AGREED MODIFICATIONS

(Schedule A2 and clause 20)

Pre-Agreed Modification 1													
Description	Earlier dates for site access.												
SDD amendments	<p>In Schedule D1 (<i>Site Access Schedule</i>) at Table 3, amend the columns "Early Site Access Date" for Areas 'B1', 'B2', 'B3', 'B4', 'B5', 'B6' and 'B7' for the various scenarios described below:</p> <table border="1"> <thead> <tr> <th>Pre-Agreed Modification scenario</th> <th>Early Site Access Date</th> </tr> </thead> <tbody> <tr> <td>Scenario A</td> <td></td> </tr> <tr> <td>Scenario B</td> <td></td> </tr> </tbody> </table> <p>In Schedule D1 (<i>Site Access Schedule</i>) at Table 4, amend the column "Early Site Access Date" for Areas 'B8', 'B9' and Area 'B10' for the various scenarios described below:</p> <table border="1"> <thead> <tr> <th>Pre-Agreed Modification scenario</th> <th>Early Site Access Date</th> </tr> </thead> <tbody> <tr> <td>Scenario A</td> <td></td> </tr> <tr> <td>Scenario B</td> <td></td> </tr> </tbody> </table>	Pre-Agreed Modification scenario	Early Site Access Date	Scenario A		Scenario B		Pre-Agreed Modification scenario	Early Site Access Date	Scenario A		Scenario B	
Pre-Agreed Modification scenario	Early Site Access Date												
Scenario A													
Scenario B													
Pre-Agreed Modification scenario	Early Site Access Date												
Scenario A													
Scenario B													
Drawing amendments	Nil												
Adjustment to Contract Sum	<table border="1"> <thead> <tr> <th>Pre-Agreed Modification scenario</th> <th>Adjustment to Contract Sum (\$)</th> </tr> </thead> <tbody> <tr> <td>Scenario A</td> <td></td> </tr> <tr> <td>Scenario B</td> <td></td> </tr> </tbody> </table>	Pre-Agreed Modification scenario	Adjustment to Contract Sum (\$)	Scenario A		Scenario B							
Pre-Agreed Modification scenario	Adjustment to Contract Sum (\$)												
Scenario A													
Scenario B													
Period for exercising the Pre-Agreed Modification	No later than [REDACTED] for any of the scenarios described.												

Pre-Agreed Modification 2	
Description	Modification of all items carrying Metro branding and logos.
SDD amendments	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Drawing amendments	Nil
Adjustment to Contract Sum	[REDACTED] irrespective of any other Pre-Agreed Modification(s) elected.
Period for exercising the Pre-Agreed Modification	No later than three months prior to the Date for Completion of Portion 2.

Pre-Agreed Modification 3	
Description	[REDACTED] Site Access Date and earlier Portions, Milestones [REDACTED]
SDD amendments	<p>In Schedule D1 (<i>Site Access Schedule</i>) at Table 3, amend the column "Site Access Date" for Areas 'B1', 'B2', 'B3', 'B4', 'B5', 'B6' and 'B7' as follows:</p> <p>[REDACTED]</p> <p>In Schedule D1 (<i>Site Access Schedule</i>) at Table 4, amend the column "Site Access Date" for Areas 'B8', 'B9' and Area 'B10' as follows:</p> <p>[REDACTED]</p> <p>In Schedule A3 (<i>Portions and Milestones</i>) at Table 2, amend the columns "Portion", "Date for Substantial Completion", "Delay Liquidated Damages post Date for Substantial Completion (clause 21.11) \$/ day", "Date for Completion" and "Delay Liquidated Damages post Date for Completion (clause 21.11) \$/day" as follows:</p>

	Portion 1				
	Portion 2				

In Schedule A3 (*Portions and Milestones*) at Table 3, amend the columns "Milestone", "Date for Milestone Achievement" and "Delay Liquidated Damages" as follows:

Milestone	Date for Milestone Achievement	Delay Damages	Liquidated
Milestone 1			
Milestone 2			
Milestone 3			

Pre-Agreed Modification 3

Milestone 4		
Milestone 5		

[Redacted text block]

[Redacted text block]

[Redacted]	[Redacted]
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[Redacted]	[Redacted]
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[Redacted]	[Redacted]
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[Redacted]	[Redacted]
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[Redacted]	[Redacted]
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[Redacted]	[Redacted]
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[Redacted]	[Redacted]
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[Redacted text block]

[Redacted text block]

Pre-Agreed Modification 3	
	<ul style="list-style-type: none">■ [REDACTED]
Drawing amendments	Nil
Adjustment to Contract Sum	[REDACTED] irrespective any other Pre-Agreed Modification(s) elected.
Period for exercising the Pre-Agreed Modification	No later than [REDACTED]

Pre-Agreed Modification 4													
Description	[REDACTED] Site Access Date and earlier Portions, Milestones [REDACTED]												
SDD amendments	<p>In Schedule D1 (<i>Site Access Schedule</i>) at Table 3, amend the column "Site Access Date" for Areas 'B1', 'B2', 'B3', 'B4', 'B5', 'B6' and 'B7' as follows:</p> <p>[REDACTED]</p>												
	<p>In Schedule D1 (<i>Site Access Schedule</i>) at Table 4, amend the column "Site Access Date" for Areas 'B8', 'B9' and Area 'B10' as follows:</p> <p>[REDACTED]</p>												
	<p>In Schedule A3 (<i>Portions and Milestones</i>) at Table 2, amend the columns "Portion", "Date for Substantial Completion", "Delay Liquidated Damages post Date for Substantial Completion (clause 21.11) \$/ day", "Date for Completion", and "Delay Liquidated Damages post Date for Completion (clause 21.11) \$/day" as follows:</p> <table border="1"> <thead> <tr> <th>Portion</th> <th>Date for Substantial Completion</th> <th>Delay Liquidated Damages post Date for Substantial Completion (clause 21.11) \$/day</th> <th>Date for Completion</th> <th>Delay Liquidated Damages post Date for Completion (clause 21.11) \$/day</th> </tr> </thead> <tbody> <tr> <td>Portion 1</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> </tbody> </table>				Portion	Date for Substantial Completion	Delay Liquidated Damages post Date for Substantial Completion (clause 21.11) \$/day	Date for Completion	Delay Liquidated Damages post Date for Completion (clause 21.11) \$/day	Portion 1	[REDACTED]	[REDACTED]	[REDACTED]
Portion	Date for Substantial Completion	Delay Liquidated Damages post Date for Substantial Completion (clause 21.11) \$/day	Date for Completion	Delay Liquidated Damages post Date for Completion (clause 21.11) \$/day									
Portion 1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]									

Pre-Agreed Modification 4

Portion 2					
-----------	--	--	--	--	--

In Schedule A3 (*Portions and Milestones*) at Table 3, amend the columns "Milestone", "Date for Milestone Achievement" and "Delay Liquidated Damages" as follows:

Milestone	Date for Milestone Achievement	Delay Damages	Liquidated
Milestone 1			
Milestone 2			
Milestone 3			
Milestone 4			
Milestone 5			

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Pre-Agreed Modification 4

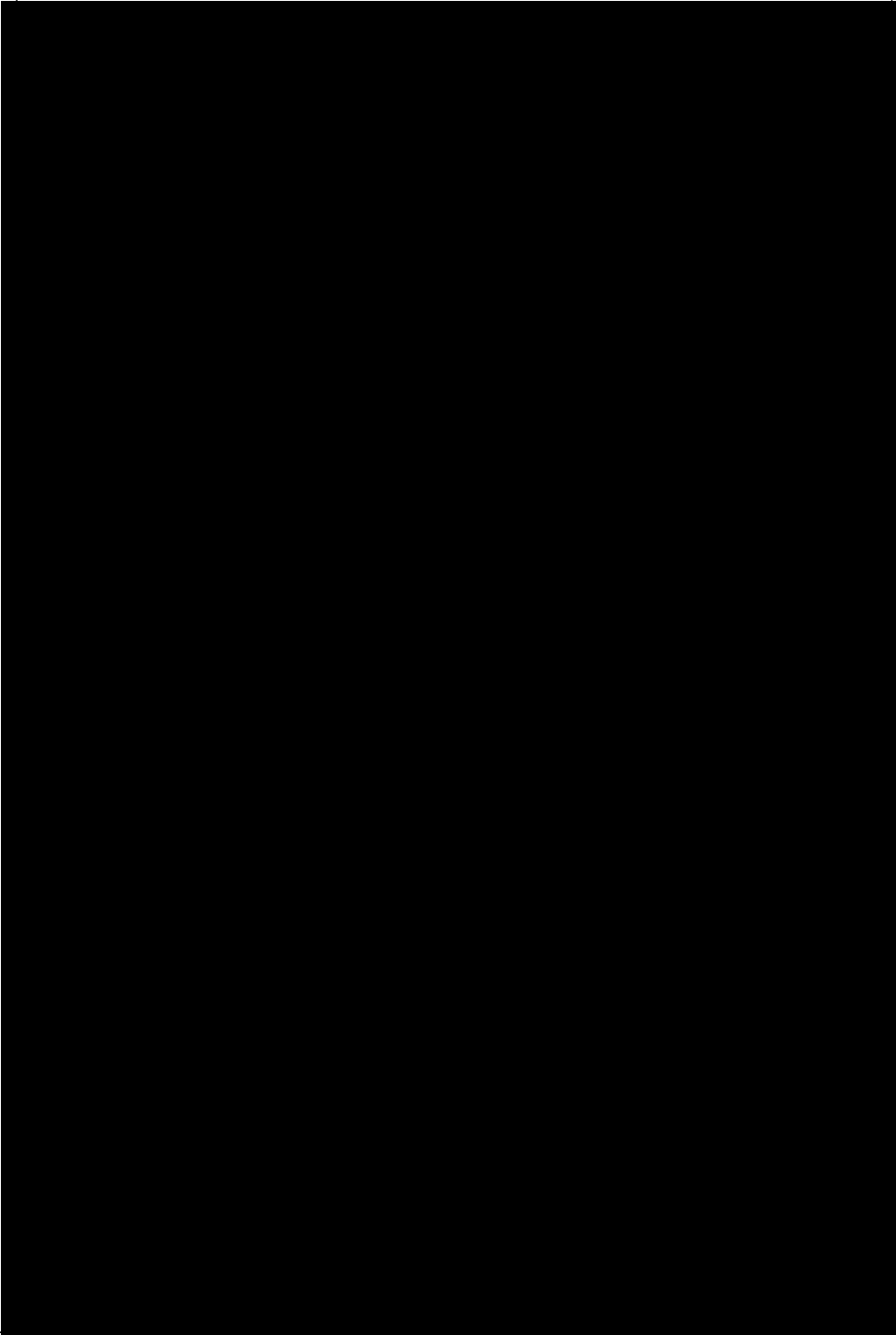
**Pre-Agreed
Modification**

Pre-Agreed Modification 5

Description

Principal's design office facilities.

**SDD
amendments**



Pre-Agreed Modification 5

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Pre-Agreed Modification 6

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Pre-Agreed Modification 6	
Drawing amendments	
Adjustment to Contract Sum	██████████ irrespective any other Pre-Agreed Modification(s) elected.
Period for exercising the Pre-Agreed Modification	No later than ██████████

Pre-Agreed Modification 7	
Description	Two unidirectional separated cycleways in Wellington Street from Botany Road to Cope Street.
SDD amendments	

SCHEDULE A5. – SIGNIFICANT SUBCONTRACTORS AND SIGNIFICANT SUBCONTRACT WORK

(Schedule A2 and clause 17.2)

No.	Significant Subcontractor	ABN	Address	Significant Subcontract Work
1.	[REDACTED]			Design Consultant – Station Architecture
2.				Design Consultant – Architecture
3.				Station Structural Engineer
4.				Multidisciplinary Engineer
5.				Design Consultant – Landscape Architecture

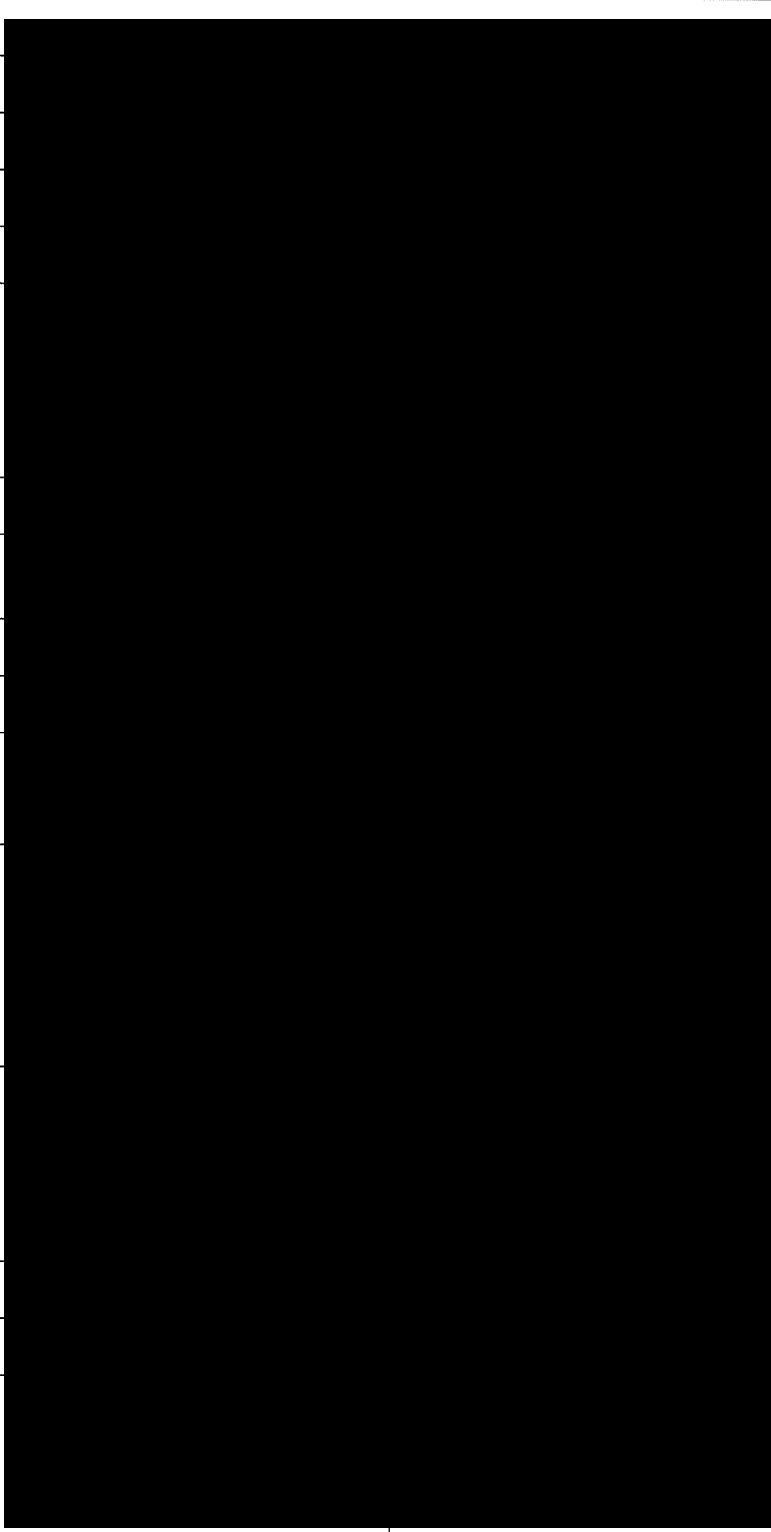
SCHEDULE A6. – SUBCONTRACT REQUIREMENTS

(Clause 17.3)

Item	Requirement
1. Subcontracts and Significant Subcontracts	
(a)	Each Subcontract that the WL Contractor enters into must contain a term that (to the extent permitted by Law) excludes the application of Part 4 of the <i>Civil Liability Act 2002</i> (NSW) in relation to all and any rights, obligations or Liabilities of either party under each Subcontract whether these rights, obligations or Liabilities are sought to be enforced by a Claim in contract, tort or otherwise.
(b)	Each Subcontract that the WL Contractor enters into must contain a requirement that in any further contract that a Subcontractor enters into with a third party for the performance of the WL Contractor's Activities, a term that (to the extent permitted by Law) excludes the application of Part 4 of the <i>Civil Liability Act 2002</i> (NSW) in relation to all and any rights, obligations or Liabilities of either party under each further agreement whether such rights, obligations or Liabilities are sought to be enforced by a Claim in contract, tort or otherwise.
(c)	Each Subcontract that the WL Contractor enters into must include provisions expressly requiring the Subcontractor to comply with the Chain of Responsibility Provisions and each further Subcontract that a Subcontractor enters into must also contain a clause to the same effect which is binding on the Subcontractor.
2. Significant Subcontracts	
(a)	Each Significant Subcontract must contain provisions equivalent to clause 6.2 (<i>Work health and safety</i>), clause 6.4 (<i>Authorisation and licences</i>) and Schedule A11 (<i>Prescribed legislative requirements</i>) and requiring Significant Subcontractors to prepare a project health and safety management plan in accordance with the requirements in Appendix F2 of the SWTC.
(b)	Each Significant Subcontract must contain provisions recognising the Principal's rights under clause 9.7 (<i>Principal's right of entry to Construction Site</i>) and clause 32.3 (<i>Rights of the Principal following Default Notice</i>).
(c)	Each Significant Subcontract must contain provisions which are consistent with the Principal's rights under clause 25.1 (<i>Assignment and ownership</i>).
(d)	Each Significant Subcontract must contain provisions expressly requiring the Subcontractor to comply with the requirements of clause 2.7 (<i>Workforce development and industry participation</i>).
(e)	Each Significant Subcontract must include a clause providing that if this deed is terminated for any reason or the Principal takes over the WL Contractor's work, the WL Contractor and the Subcontractor must, after the Principal has given a Direction to do so, promptly (and within 5 Business Days) execute a deed of novation in the form of Schedule A21 (<i>Form of Deed of Novation</i>).

SCHEDULE A7. – SUBCONTRACTOR WARRANTIES

(Clause 17.5)

Equipment	Beneficiary (other than the Warranty Period Principal)
Structural Works	
Structural concrete	
Structural steel	
Waterproofing membranes	
Architectural Works	
Architectural grade steelwork including screens, framing systems, custom balustrades, handrails, and fabricated metalwork such as access walkways	
Electrical	
Uninterrupted power supply including batteries	
Distribution boards	
Light fittings	
All other electrical equipment and fittings not including light fittings and distribution boards	
Electrical and data cables – Earthing and Bonding (provided by the earthing and bonding subcontractor appointed to carry out the scope of work in cl 1.2(a)(x) of Appendix C1, of Schedule C1 of SWTC)	
Electrical and data cables – Stray Currents / Electrolysis (provided by the subcontractor appointed to carry out the scope of work in cl 1.2(a)(xi) of Appendix C1, of Schedule C1 of SWTC)	
All other Electrical and data cables	
Services and systems	
Building systems and services – all services utilities installed in accordance with clause 1.2(a)(iii) of Appendix C1 of Schedule C1 of SWTC	

Equipment	Beneficiary (other than the Warranty Period Principal)
Building systems and services (provided by the Acoustic & vibration Isolation Subcontractor appointed to carry out the scope of work in cl 1.2(a)(ii) of Appendix C1, of Schedule C1 of SWTC)	
Building systems and services	
Fire protection	
Fire extinguishers	
Smoke and thermal detectors	
Gas suppression	
Surface Finishes	
Exterior paint finishes including painting to structural steel and clear sealer/anti-graffiti coating	
Steel coatings other than paintwork including powder coating	
Hot dip galvanising	

SCHEDULE A8. – MODIFICATION PROCEDURE

(Schedule A2 and clause 20)

1. GENERAL

1.1 Definitions

In this Schedule A8:

Election Date means, in respect of a Pre-Agreed Modification, the relevant date specified as the "Election Date" in Schedule A4 (*Pre-Agreed Modifications*).

Interface Works Change means any change or variation to any Interface Works following the date of this deed including any addition, reduction, increase, decrease, omission, deletion, demolition or removal to or from them.

Modification means any change to the Project Works, Temporary Works or the WL Contractor's Activities or the requirements of this deed for any of them, including:

- (a) any addition, reduction, increase to, decrease, omission or deletion from the Project Works, Temporary Works or the WL Contractor's Activities;
- (b) any change to the character or quality, or demolition or removal, of any material or work;
- (c) any change to the levels, lines, positions or dimensions of any part of the Project Works or the Temporary Works;
- (d) changes to the Construction Site;
- (e) not used;
- (f) not used; and
- (g) any design works, surveys or site investigations in respect of a potential or proposed change referred to in paragraphs (a), (b) or (c) of this definition,

but excluding any changes to the Project Works or the Temporary Works that are required as a result of the Principal's Representative instructing a Pre-Agreed Modification by the Principal's Representative under clause 3 of this Schedule A8.

Modification Approval means a notice titled "Modification Approval" issued by the Principal under clause 4(c)(i)(A) of this Schedule A8.

Modification Order means a notice titled "Modification Order" issued by the Principal under clause 2.2(a) of this Schedule A8.

Modification Proposal means a proposal submitted by the WL Contractor under clause 2.1(b) of this Schedule A8.

Modification Proposal Request means a notice titled "Modification Proposal Request" issued by the Principal under clause 2.1(a) of this Schedule A8.

Modifications Working Group means the group referred to in clause 1.4 of this Schedule A8.

MQD Modification has the meaning given to "Modification" in the MQD PDA.

Open Book Basis means the provision of any pricing, costing and other information on an open book basis to enable an assessment of actual costs and margins, being a detailed breakdown identifying the relevant amount, separately identifying relevant preliminaries, insurances, labour, equipment, materials, subcontract prices, indexation adjustments for inflation, currency components and the WL Contractor Margin, in a clear and transparent manner with sufficient information to allow the Principal to assess the relevant Claim.

Pre-Agreed Modifications means any of the pre-agreed modifications listed in Schedule A4 (*Pre-Agreed Modifications*).

Principal's Modifications Manager means the Principal's Representative or any other person appointed from time to time by the Principal to replace that person and notified to the WL Contractor.

WL Contractor's Modifications Manager means the individual specified in the SWTC as the "WL Contractor's Modifications Manager" or, subject to clause 8.6(b), any person appointed by the WL Contractor from time to time to replace that person.

1.2 Purpose

(**Purpose**) Each party acknowledges and agrees that:

- (a) throughout the term of this deed, a number of changes to the requirements of this deed are likely to be required;
- (b) the purpose of this Schedule A8 is to facilitate and efficiently give effect to such changes by incorporating a number of processes for the implementation of change and structuring each process to minimise transaction time and cost; and
- (c) it must seek to give effect to the purpose stated in clause 1.2(b) of this Schedule A8 in complying with its obligations under this Schedule A8.

1.3 Modifications Managers

- (a) (**Principal's Modifications Manager**) The Principal has appointed the Principal's Modifications Manager to exercise the powers, duties, discretions and authorities vested in the Principal under this Schedule A8, except that only the Principal's Representative is empowered to issue a Modification Order, a Modification Approval or a notice under clause 3(a) of this Schedule A8 instructing a Pre-Agreed Modification.
- (b) (**WL Contractor's Modifications Manager**) The WL Contractor has appointed the WL Contractor's Modifications Manager to exercise the powers, duties, discretions and authorities vested in the WL Contractor under this Schedule A8. An instruction or direction given to the WL Contractor's Modifications Manager under this Schedule A8 is deemed to be given to the WL Contractor.
- (c) (**Modifications Managers to cooperate**) Each of the WL Contractor's Modifications Manager and the Principal's Modifications Manager must cooperate and collaborate to facilitate the meeting of all time periods and obligations under this Schedule A8 and, to the extent possible, to ensure that each party has early notification of the prospect of a Modification.
- (d) (**Provision of information**) The WL Contractor must:
 - (i) ensure that the WL Contractor's Modifications Manager is available for consultation with the Principal's Modifications Manager, as the Principal's Modifications Manager reasonably requires;

- (ii) prepare and regularly update (at intervals no less than monthly) a running schedule of all Modifications that have been proposed or implemented; and
- (iii) make available to the Principal, on request, any records relating to any Modification that has been proposed or implemented (including the running schedule referred to in clause 1.3(d)(ii) of this Schedule A8).

1.4 Modifications Working Group

- (a) **(Modifications Working Group)** The Modifications Working Group comprises the Principal's Modifications Manager, the WL Contractor's Modifications Manager and any other persons agreed by the parties from time to time.
- (b) **(Purpose)** The purpose of the Modifications Working Group is to provide a collaborative forum to discuss the status of all Modifications that have been agreed, proposed or that either party is planning to propose and any issues in connection with any Modification or proposed Modification.
- (c) **(Frequency of meetings)** The Modifications Working Group must meet weekly during design development and fortnightly during construction, unless the parties otherwise agree.
- (d) **(Administration)** The WL Contractor's Modifications Manager must prepare and provide to each member of the Modifications Working Group:
 - (i) an agenda for each meeting of the Modifications Working Group, prepared in consultation with the Principal's Modifications Manager, no less than 48 hours prior to each meeting; and
 - (ii) minutes of each meeting within 48 hours after the meeting.
- (e) **(Attendees)** The WL Contractor:
 - (i) must procure the attendance at Modifications Working Group meetings of representatives of the WL Contractor or any Subcontractor that the Principal's Modifications Manager reasonably requires; and
 - (ii) may, with the Principal's consent, have one or more representatives of the WL Contractor or any Subcontractor attend a Modifications Working Group meeting if the WL Contractor considers it appropriate given the nature of the Modification(s) to be discussed at the relevant meeting.
- (f) **(Principal's invitees)** The Principal may, in its absolute discretion, invite any persons to attend a Modifications Working Group meeting that the Principal considers appropriate given the nature of the Modification(s) to be discussed at the relevant meeting.

1.5 Open Book

All documentation and information provided by the WL Contractor under this Schedule A8 (including any documentation or information prepared by a Significant Subcontractor) must be provided on an Open Book Basis.

1.6 Consultation with Interface Contractors

(Cooperation with Interface Contractors) Without limiting clause 12.4 (*Disputes between the WL Contractor and Interface Contractors*), if the WL Contractor becomes aware that a Modification will, or is likely to, impact on any Interface Works or necessitate an Interface Works Change, then prior to:

(a) submitting a Modification Proposal in accordance with clause 2.1(b) of this Schedule A8; or

(b) proposing a Modification in accordance with clause 4(a) of this Schedule A8,

the WL Contractor must:

(c) notify the relevant Interface Contractor(s) of the proposed Modification; and

(d) work closely and iteratively with the relevant Interface Contractor(s) in good faith regarding the scope and design of the proposed Modification (and, where applicable, the corresponding Interface Works Change) in order to reduce the overall cost to the Principal of implementing the Modification.

1.7 **No Liability unless Modification Order**

The Principal will have no Liability to the WL Contractor arising out of, or in any way in connection with, any Modification, except where:

(a) the WL Contractor is directed to implement a Modification pursuant to a Modification Order;

(b) the Principal issues a notice under clause 3(a) of this Schedule A8 instructing a Pre-Agreed Modification; or

(c) clause 37.3(a) applies,

and the WL Contractor has delivered the notices in the form and in the time required under clause 21 (*Time*) and clause 37 (*Notification of claims*).

1.8 **Modifications review**

(a) (**Review of Modifications regime**) Three months prior to each anniversary of the date of execution of this deed, the Principal and the WL Contractor must meet to review the Modifications regime (**Modifications Review**).

(b) (**Purpose**) Factors that may be addressed in a Modifications Review include:

(i) measures to improve the Modifications process set out in this Schedule A8; and

(ii) any other factors that the Principal or the WL Contractor consider relevant.

2. **PRINCIPAL INITIATED MODIFICATIONS**

2.1 **Proposed Modifications**

(a) (**Modification Proposal Request**) The Principal may at any time prior to the expiry of the Defects Correction Period issue a Modification Proposal Request to the WL Contractor setting out details of a proposed Modification that the Principal is considering.

(b) (**Modification Proposal**) As soon as practicable, and in any event within 10 Business Days (or such longer period as is agreed by the Principal's Modifications Manager (acting reasonably), having regard to the size and complexity of the proposed Modification), after receiving a Modification Proposal Request, the WL Contractor must provide the Principal's Modifications Manager with a Modification Proposal setting out:

- (i) the Increased Costs or Savings (if any) of the proposed Modification;
 - (ii) the effect (if any) that the proposed Modification will have on the WL Contractor's Program (including any extension of time required to a Significant Date and the measures the WL Contractor proposes to take to avoid, mitigate or minimise the effect of the proposed Modification on the WL Contractor's Program);
 - (iii) if the Modification Proposal relates to a direction under clause 22.1(a) or if the Principal's Representative requests it for a Modification, a proposed revised WL Contractor's Program;
 - (iv) if the Modification Proposal relates to a direction under clause 22.1(a):
 - (A) setting out reasons and evidence why it is not reasonably possible to comply with the direction to Accelerate or Resequence (as applicable), or that the direction to Accelerate or Resequence (as applicable) cannot be carried out safely regardless of the resources applied by the WL Contractor;
 - (B) setting out reasons why it is not reasonably achievable to achieve a Significant Completion by the nominated earlier date; and/or
 - (v) any Approvals required to implement the proposed Modification, and the effect of the proposed Modification on any existing Approvals or the WL Contractor's ability to comply with those Approvals;
 - (vi) the effect (if any) which the proposed Modification will have on:
 - (A) the WL Contractor's ability to satisfy its obligations under this deed (including any warranties given by the WL Contractor under this deed) or exercise its rights under this deed; and
 - (B) the satisfaction of any Project Requirements;
 - (vii) the WL Contractor's view on the likely impact of the proposed Modification on any Interface Works, including whether the WL Contractor considers that an Interface Works Change will, or is likely to, be required to enable the proposed Modification to be implemented or as a consequence of the proposed Modification and if so, any change that could be made to the proposed Modification (including any change to the timing of the proposed Modification or to the manner in which the Modification is proposed to be implemented) to reduce or avoid the impact of the proposed Modification on the relevant Interface Works;
 - (viii) whether an MQD Modification will be required to enable the proposed Modification to be implemented or as a consequence of the proposed Modification; and
 - (ix) any other information requested by the Principal's Representative in the Modification Proposal Request.
- (c) **(No obligation to proceed)** The Principal will not be obliged to proceed with any proposed Modification that is the subject of a Modification Proposal Request.

2.2 **Modification Orders**

- (a) **(Modification Order)** Whether or not the Principal has issued a Modification Proposal Request, the Principal's Representative may at any time prior to the expiry of the Defects Correction Period, direct the WL Contractor to carry out a Modification by issuing a written document titled "Modification Order" **(Modification Order)**:
 - (i) detailing the Modification that is required to be carried out by the WL Contractor;
 - (ii) stating the Increased Costs or Savings (if any) of the proposed Modification will be:
 - (A) as set out in the WL Contractor's Modification Proposal (if any);
 - (B) as otherwise determined by the Principal's Representative (acting reasonably) and set out in the Modification Order; or
 - (C) determined pursuant to [REDACTED] and
 - (iii) stating the extent to which the WL Contractor will be relieved of any of its obligations under this deed.
- (b) **(No limitation on Principal's power)** There is no limitation on the power of the Principal's Representative to direct a Modification, and no Modification or direction to carry out a Modification will invalidate this deed.
- (c) **(Implementation of Modification Order)** If the Principal directs the WL Contractor to implement the Modification by issuing a Modification Order:
 - (i) the WL Contractor must promptly implement the Modification on the basis of the Modification Order irrespective of:
 - (A) the nature, extent or value of the work the subject of the Modification;
 - (B) the location or timing (including the impact on any Significant Date) of the work involved in the Modification; or
 - (C) any Dispute related to the Modification;
 - (ii) the WL Contractor will be relieved of its obligations under this deed to the extent specified in the Modification Order; and
 - (iii) [REDACTED]
- (d) [REDACTED]
- (e) **(Notice)** Where the Principal's Representative directs a Modification Order but has not issued a Modification Proposal Request, the WL Contractor may, at its own cost and within 10 Business Days of receipt of the Modification Order (or such longer period as the Principal may agree) provide the Principal with a notice setting out the details specified in clause 2.1(b). Without limiting the parties' rights under

Schedule A9 (*Dispute Procedure*), the Principal is not required to take any action with respect to the WL Contractor's notice provided under this clause 2.2(e).

2.3 Omissions

If a Modification the subject of a Modification Order requires the omission or deletion of any part of the Project Works:

- (a) **(Principal may perform)** the Principal may either perform this work itself or employ or engage any other person or persons to carry out and complete the omitted or deleted work; and
- (b) **(no Liability)** the Principal will have no Liability to the WL Contractor arising out of or in any way in connection with any work being omitted or deleted from the WL Contractor's Activities.

2.4 Cost of preparing Modification Proposals

- (a) **(Minimise Costs)** The WL Contractor must use reasonable endeavours to minimise the third party Costs incurred by the WL Contractor in the preparation of Modification Proposals.
- (b) **(Reimbursement to a cap)** If the WL Contractor submits a Modification Proposal in accordance with clause 2.1(b) of this Schedule A8 or clause 22 (*Directions to change sequencing and Accelerate*) of this deed but the Principal does not issue a Modification Order in respect of the proposed Modification, then the Principal must reimburse the WL Contractor the additional and reasonable, arm's length third party Costs incurred by the WL Contractor in preparing the Modification Proposal, capped at [REDACTED] (or such higher amount as is approved beforehand by the Principal), and subject to the WL Contractor providing evidence of the amounts claimed on an Open Book Basis.

3. PRE-AGREED MODIFICATIONS

- (a) **(Principal may instruct)** The Principal's Representative may, in its absolute discretion and without being under any obligation to do so, instruct any Pre-Agreed Modification by giving written notice to the WL Contractor at any time prior to the relevant Election Date. Upon the issue of such a notice by the Principal's Representative this deed will be deemed to be amended as set out in Schedule A4 (*Pre-Agreed Modifications*) for the relevant Pre-Agreed Modification.
- (b) **(No effect)** If the Principal's Representative instructs a Pre-Agreed Modification under this clause 3 of this Schedule A8 such exercise will not (other than as set out in Schedule A4 (*Pre-Agreed Modifications*)):
 - (i) relieve the WL Contractor from its liabilities or obligations (including those arising out of any warranties given under this deed);
 - (ii) limit or otherwise affect the Principal's rights against the WL Contractor or the WL Contractor's rights against the Principal (including those arising out of any warranties given under this deed); or
 - (iii) entitle the WL Contractor to an extension of time,whether under this deed or otherwise according to any Law.
- (c) **(No Liability)** The Principal will have no Liability to the WL Contractor in relation to or arising out of the Principal's Representative instructing a Pre-Agreed Modification

other than any adjustment to the Contract Sum set out in Schedule A3 (*Portions and Milestones*) for the relevant Pre-Agreed Modification.

- (d) **(Principal may issue Modification Proposal Request or Modification Order)** Nothing in this clause 3 of this Schedule A8 prevents the Principal from issuing a Modification Proposal Request or directing a Modification by issuing a Modification Order that involves the same (or similar) changes to the Project Works, Temporary Works or the WL Contractor's Activities (as applicable) as a Pre-Agreed Modification after the relevant Election Date.

4. **WL CONTRACTOR INITIATED MODIFICATION**

- (a) **(WL Contractor may propose)** The WL Contractor may propose a Modification by giving written notice to the Principal's Modifications Manager setting out:

(i) details of:

- (A) the proposed Modification;
- (B) the reason for the proposed Modification;
- (C) the time within, and the manner in which, the WL Contractor proposes to implement the proposed Modification;
- (D) the effect (if any) of the proposed Modification on the WL Contractor's Activities, including the WL Contractor's Program and any Dates for Milestone Achievement, Dates for Substantial Completion and/or Dates for Completion;
- (E) any Approvals required to implement the proposed Modification, and the effect of the proposed Modification on any existing Approvals or the WL Contractor's ability to comply with those Approvals;
- (F) the effect (if any) that the proposed Modification will have on any Interface Works, including whether an Interface Works Change will, or is likely to, be required to enable the proposed Modification to be implemented, or as a consequence of the proposed Modification; and
- (G) the value for money for the Principal arising from the Modification, including the Savings that the WL Contractor expects to arise from the Modification; and

(ii) a written statement stating that the proposed Modification:

(A) will not adversely affect:

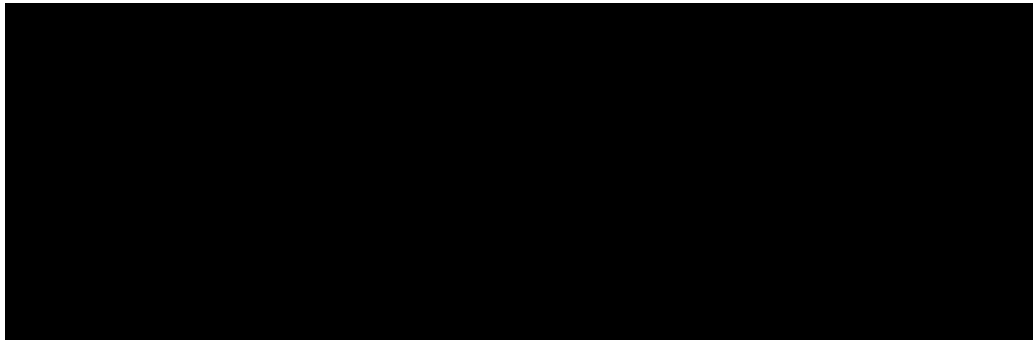
- (aa) the WL Contractor's ability to satisfy its obligations under this deed (including any warranties given by the WL Contractor under this deed) or exercise its rights under this deed; and
- (bb) the functional integrity of any of the elements of the WL Contractor's Activities or the satisfaction of any Project Requirements; and

(B) is consistent with and complies with the conditions and requirements of the Planning Approval.

- (b) **(Further information)** On receiving a notice under clause 4(a) of this Schedule A8, the Principal may give written notice to the WL Contractor requesting any other

information and supporting documentation the Principal reasonably requires. The WL Contractor must provide the requested information or documentation to the Principal's Modifications Manager within 10 Business Days of receiving the request.

- (c) **(Principal may accept or reject)** The Principal's Representative:
- (i) subject to clause (ca), (in its absolute discretion) may either:
 - (A) approve (with or without conditions) the proposed Modification by issuing a Modification Approval to the WL Contractor; or
 - (B) reject the proposed Modification; and
 - (ii) will be under no obligation to approve any such Modification for the convenience of, or to assist, the WL Contractor,



- (ca) **(Temporary Works Modifications)** If the WL Contractor proposes a Modification to the Temporary Works under clause 4(a):
- (i) clause 4(c) does not apply to the proposed Modification;
 - (ii) the Principal's Representative may provide comments (acting reasonably) to the WL Contractor in respect of the proposed Modification, which must be taken into account by the WL Contractor; and
 - (iii) the Principal will have no Liability to the WL Contractor arising out of or in connection with any comments provided under clause 4(ca)(ii).
- (d) **(Negotiation of Modification Approval)** Prior to issuing a Modification Approval, the Principal may seek to negotiate with the WL Contractor in relation to the Savings that will arise from the proposed Modification or any conditions that may be attached to the Modification Approval.
- (e) **(Modification Approval)** If the Principal issues a Modification Approval:
- (i) without conditions, the WL Contractor must perform its obligations under this deed in accordance with the approved Modification; and
 - (ii) with conditions, the WL Contractor may either:
 - (A) proceed to implement the Modification on the basis set out in the Principal's notice; or
 - (B) withdraw the proposed Modification if the WL Contractor, acting reasonably, does not accept any of the conditions attached to the approval of the proposed Modification.

- (f) **(Entitlement to Savings)** If any Modification approved by the Principal's Representative pursuant to a Modification Approval is expected to result in Savings:
- (i) the Principal will notify the WL Contractor that the Savings will be:
 - (A) as set out in the WL Contractor's notice under clause 4(a) of this Schedule A8;
 - (B) as agreed by the parties under clause 4(d) of this Schedule A8; or
 - (C) as otherwise determined by the Principal's Representative (acting reasonably) in accordance with Schedule E4 (*Valuation mechanism*); and
 - (ii) the Principal will be entitled to receive █████ of the Savings.
- (g) The WL Contractor will unless otherwise agreed in writing by the Principal:
- (i) **(Costs)** bear all Costs:
 - (A) associated with proposing a Modification under clause 4(a) of this Schedule A8 and providing any information and supporting documentation requested under clause 4(b) of this Schedule A8; and
 - (B) reasonably incurred by the Principal, any Interface Contractor or the Operator in assessing a proposed Modification (such costs to be a debt due from the WL Contractor to the Principal);
 - (ii) **(risks)** bear all risks and Costs associated with carrying out a Modification proposed by the WL Contractor, including any amounts that are payable by the WL Contractor or the Principal to any Interface Contractor(s) under any Project Cooperation and Integration Deeds or any other contracts entered into between the Principal and an Interface Contractor;
 - (iii) **(management of Modifications)** be responsible for managing a Modification proposed by the WL Contractor, including with the Interface Contractors where the Modification impacts upon the Interface Contractors; and
 - (iv) **(no Claims)** not be entitled to make any Claim against the Principal arising out of, or in any way in connection with, a Modification proposed by the WL Contractor and the Principal will have no Liability to the WL Contractor in relation to or arising out of a Modification proposed by the WL Contractor,
- including where the Principal issues a Modification Approval in relation to such Modification.

SCHEDULE A9. – DISPUTE PROCEDURE

(Schedule A2 and clause 35)

1. DEFINITIONS

Chair means the chairperson of the IDAR Panel as appointed under the IDAR Panel Agreement from time to time.

Consultation has the meaning given in clause 2.2(e) of this Schedule A9.

Expert means the person appointed to determine a Dispute pursuant to clause 2.4 of this Schedule A9.

IDAR Panel means the Independent Dispute Avoidance and Resolution Panel constituted under the IDAR Panel Agreement, referred to in this Schedule A9.

Nominated Member has the meaning given in clause 2.2(b) of this Schedule A9.

Notice of Dispute means a notice given under clause 2.3(b) of this Schedule A9.

Notice of Issue means a notice given under clause 2.2(a) of this Schedule A9.

Recommendation has the meaning given in clause 2.3(a) of this Schedule A9.

2. DISPUTE PROCEDURE

2.1 Independent Dispute Avoidance and Resolution Panel

- (a) **(Establishment)** The IDAR Panel has been constituted under the IDAR Panel Agreement.
- (b) **(Accession by WL Contractor)** The WL Contractor must, within 5 Business Days of receipt of a request from the Principal, execute the IDAR Panel Agreement Accession Deed Poll.
- (c) **(Attendance and assistance)** Each party must:
 - (i) following execution of the IDAR Panel Agreement Accession Deed Poll (if applicable), at all times comply with the terms of the IDAR Panel Agreement;
 - (ii) attend meetings with the IDAR Panel as required pursuant to the IDAR Panel Agreement or this deed; and
 - (iii) provide all reasonable assistance to the IDAR Panel in fulfilling its function(s) in respect of the WL Contractor's Activities including providing all information it reasonably requests.

2.2 Consultation

- (a) **(Notice of Issue)** Where a dissatisfied party (**Party A**) considers that a dispute has arisen:
 - (i) Party A must notify the other party (**Party B**) in writing within 20 Business Days of forming the view that a Dispute has arisen; and

- (ii) the Dispute must be notified to the IDAR Panel by written notice of the issues in Dispute (**Notice of Issue**) from Party A to the IDAR Panel and Party B. The Notice of Issue must:
 - (A) provide brief particulars of the issues in Dispute; and
 - (B) be issued within 10 Business Days after the date that Party A notifies Party B that the Dispute has arisen pursuant to clause 2.2(a)(i).
- (b) (**Selection of Nominated Member**) Within 2 Business Days of the Notice of Issue, the parties must agree upon a member of the IDAR Panel (**Nominated Member**) to review the Dispute. If:
 - (i) the parties fail to reach such agreement within 2 Business Days; or
 - (ii) the Nominated Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,the Chair must nominate a replacement Nominated Member within a further 2 Business Days.
- (c) (**Replacement of Nominated Member**) If a replacement Nominated Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the Chair must nominate a further replacement Nominated Member within a further 2 Business Days. The Chair cannot nominate itself as the Nominated Member.
- (d) (**Appointment by Resolution Institute**) If a further replacement Nominated Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the process in clause 2.2(c) of this Schedule A9 will be reapplied until there are no IDAR Panel members to accept the appointment, in which case the Chair must request the Resolution Institute to appoint a replacement member. This appointment will be final and conclusive.
- (e) (**Parties to consult**) Within 3 Business Days of the appointment of the Nominated Member, the Nominated Member must convene at least one meeting (**Consultation**) to facilitate genuine and good faith negotiations with a view to:
 - (i) resolving the Dispute; and
 - (ii) clarifying and narrowing the issues in Dispute, in the event that the Dispute is not resolved.
- (f) (**Attendees**) Each Consultation will be attended by:
 - (i) the Nominated Member;
 - (ii) the Principal's Representative;
 - (iii) the WL Contractor's Representative; and
 - (iv) other persons as agreed between the Principal's Representative and the WL Contractor's Representative.
- (g) (**Conclusion of Consultation**) The Consultation process must conclude within 15 Business Days of the first Consultation, or such other period as the parties may agree in writing.

- (h) **(Failure to notify in time is breach)** A failure to comply with clause 2.2(a)(ii) of this Schedule A9 will be treated as a breach of this deed by the relevant party.

2.3 Recommendation

- (a) **(Notification of Recommendation)** Within 5 Business Days of the conclusion of Consultation, the Nominated Member must notify the parties in writing of its non-binding recommendation as to:

- (i) the formulation of the issues in Dispute;
- (ii) the most appropriate Expert(s) to be appointed to determine the Dispute pursuant to clause 2.4 of this Schedule A9; and
- (iii) whether the Dispute is not suitable for expert determination and should be determined by litigation pursuant to court proceedings,

(Recommendation).

- (b) **(Referral to expert determination)** Subject to clause 2.3(d) of this Schedule A9, if the Dispute is not resolved within the later of:

- (i) 5 Business Days of the Recommendation; and
- (ii) 15 Business Days of the Notice of Issue,

Party A must refer those parts of the Dispute that remain unresolved to expert determination by notice to Party B (with a copy to the IDAR Panel) within 20 Business Days after the later of (i) and (ii) above or such other period of time as agreed between the parties in writing (**Notice of Dispute**).

- (c) **(Requirements of Notice)** The Notice of Dispute must:

- (i) be in writing;
- (ii) state that it is a Notice of Dispute under clause 2.3(b) of this Schedule A9;
- (iii) include or be accompanied by reasonable particulars of those parts of the Dispute including:

(A) references to any:

(aa) provisions of this deed; and

(bb) acts or omissions of any person,

relevant to the Dispute;

(B) the relief sought and the basis for claiming the relief sought; and

(C) copies of, or relevant extracts from, any documents in support of the claim.

- (d) **(Parties may accept Recommendations)** If the Nominated Member makes a Recommendation:

- (i) under clause 2.3(a)(ii) of this Schedule A9, the parties may accept the recommendation or clause 2.4(a) of this Schedule A9 will apply; or

- (ii) under clause 2.3(a)(iii) of this Schedule A9, that the Dispute is not suitable for expert determination, the parties may agree to have the Dispute determined by litigation pursuant to court proceedings, however if the parties have not so agreed within 5 Business Days of the Recommendation, clause 2.4 of this Schedule A9 will apply.

2.4 Expert determination

- (a) **(Expert determination in accordance with Rules)** Any Dispute which is referred to expert determination by a Notice of Dispute will be conducted in accordance with the Resolution Institute's Expert Determination Rules, as modified by Annexure 1 of this Schedule A9.
- (b) **(Provision of information)** Both parties must promptly make available to the Expert all such additional information, access to the Construction Site and other relevant places and all appropriate facilities, as the Expert may require for the purposes of making a determination on the Dispute.
- (c) **(Exclusion of Proportionate Liability regime)** The parties agree that, to the extent permitted by law:
 - (i) the powers conferred and restrictions imposed on a court by Part 4 of the *Civil Liability Act 2002* (NSW) are not conferred on the Expert; and
 - (ii) the Expert has no power to make a binding or non-binding determination or any award in respect of a Dispute by applying or considering the provisions of Part 4 of the *Civil Liability Act 2002* NSW (and any equivalent statutory provisions in any other state or territory) which might, in the absence of this provision, have applied to any Dispute referred to expert determination.
- (d) **(Expert to give determination)** Within:
 - (i) in respect of any Dispute referred to expert determination in accordance with clause 2.3(b) or clause 3.3(c) of Schedule A10 (*Design Review Procedure and Network Assurance Committee*), 20 Business Days after the Expert has been appointed (or such longer period as the Expert (acting reasonably) considers is necessary having regard to the scope and complexity of the Dispute); or
 - (ii) in respect of all other Disputes referred to expert determination, 50 Business Days after the Expert has been appointed, or within such other period as may be proposed by the Expert and approved by both parties, the Expert must give its determination in writing, which must be reasoned and must state that it is given under this clause 2.4 of this Schedule A9. The determination will be immediately binding on both parties, who must give effect to it unless and until it is revised, overturned or otherwise changed by written agreement between the parties or a court judgment pursuant to this Schedule A9.

2.5 Notice of dissatisfaction

- (a) **(Notice of Dissatisfaction)** If:
 - (i) either party is dissatisfied with a determination made by an Expert under clause 2.4 of this Schedule A9, then either party may, within 10 Business Days after receiving the determination, give notice to the other party of its dissatisfaction; or

- (ii) an Expert fails to give its determination within a period of 50 Business Days after the Expert has been appointed by the parties (or within such other period as may be proposed by the Expert and approved by both parties), then either party may, within 10 Business Days after this period has expired, give a notice to the other party of its dissatisfaction,

(Notice of Dissatisfaction).

- (b) **(Requirements of Notice)** A Notice of Dissatisfaction issued under clause 2.5(a) of this Schedule A9 must:
 - (i) state that it is given under clause 2.5(a) of this Schedule A9; and
 - (ii) set out the matter in Dispute and the reason(s) for dissatisfaction.
- (c) **(Restriction on commencement of proceedings)** Except as stated in clause 2.3(d)(ii) of this Schedule A9, neither party will be entitled to commence court proceedings in respect of the Dispute unless a Notice of Dissatisfaction has been given in accordance with this clause 2.5 of this Schedule A9.

2.6 **Final and binding decision**

- (a) **(Determination to become binding)** If an Expert has made a determination as to a Dispute and no Notice of Dissatisfaction has been given by either party under clause 2.5 of this Schedule A9 within 10 Business Days after it received the Expert's determination, then the determination will become final and binding upon both parties.
- (b) **(No challenge of binding determination)** Once a determination of an Expert has become final and binding under clause 2.6(a) of this Schedule A9, neither party will be entitled to challenge the determination on any basis.

2.7 **Not used**

2.8 **Not used**

2.9 **Not used**

2.10 **Payments**

The Principal may withhold payment of that part of any amount which is the subject of a Dispute.

2.11 **WL Contractor to continue performing obligations**

Despite the existence of any Dispute the WL Contractor must:

- (a) continue to perform the WL Contractor's Activities; and
- (b) perform its other obligations under this deed.

2.12 **Urgent relief**

Nothing in this Schedule A9 will prejudice:

- (a) the right of a party to seek urgent injunctive or declaratory relief from a court; or

- (b) the Principal from making an application to the court pursuant to sections 415E, 434K and 451F of the Corporations Act, when enacted, or an equivalent provision under any Law.

2.13 Dispute under related contracts

The parties acknowledge and agree that:

- (a) the provisions of this Schedule A9 will not apply to any dispute, difference, controversy or claim between one or both of the parties and the Independent Certifier which is to be resolved under the provisions of the Independent Certifier Deed;
- (b) the parties will be bound by the outcome of any dispute, difference, controversy or claim between the parties which is resolved pursuant to the Independent Certifier Deed;
- (c) the provisions of this Schedule A9 will not apply to any dispute, difference, controversy or claim between the parties which is to be resolved under a Project Cooperation and Integration Deed;
- (d) the parties will be bound by the outcome of any dispute, difference, controversy or claim between the parties which is resolved pursuant to a Project Cooperation and Integration Deed; and
- (e) where the Dispute is a Common Dispute, as that term is defined in clause 5 of Schedule D4 (*Requirements of Third Party Agreements*), then this Schedule A9 will apply subject to the provisions of clause 5 of Schedule D4 (*Requirements of Third Party Agreements*).

2.14 Survive termination

This Schedule A9 will survive termination of this deed.

ANNEXURE 1: Modification to the Expert Determination Rules

Pursuant to Rule 4(2)(b) of the Resolution Institute Expert Determination Rules (**Rules**), the parties agree to modify the application of the Rules as follows:

Modifications are underlined or ~~struck-out~~.

RULE 1 Definitions

"Business Days" means any day in New South Wales other than a Saturday, Sunday or public holiday or 27, 28, 29, 30 or 31 December.

"IDAR Panel Agreement" means the agreement titled "Independent Dispute Avoidance and Resolution Panel Agreement" between the Principal, the Members, the WL Contractor and any other party that accedes to the agreement from time to time.

"Member" has the meaning given in the IDAR Panel Agreement.

"Relevant Proportionate Liability Legislation" means:

- (a) Part IV of the Civil Liability Act 2002 (NSW);
- (b) Part IVAA of the Wrongs Act 1958 (Vic);
- (c) Chapter 2, Part 2 of the Civil Liability Act 2003 (Qld);
- (d) Part 1F of the Civil Liability Act 2002 (WA);
- (e) the Proportionate Liability Act 2005 (NT);
- (f) Chapter 7A of the Civil Law (Wrongs) Act 2002 (ACT);
- (g) Part 3 of the Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001 (SA);
- (h) Part 9A of the Civil Liability Act 2002 (Tas); and
- (i) any Regulations enacted pursuant to the Acts listed in (a)-(h) above.

"Relevant Security of Payment Legislation" means:

- (a) the Building and Construction Industry Security of Payment Act 1999 (NSW);
- (b) the Building and Construction Industry Security of Payment Act 2002 (Vic);
- (c) the Building and Construction Industry Payments Act 2004 (Qld);
- (d) the Construction Contracts Act 2004 (WA);
- (e) the Construction Contracts (Security of Payment) Act 2004 (NT);
- (f) the Building and Construction Industry (Security of Payment) Act 2009 (ACT);
- (g) the Building and Construction Industry Security of Payment Act 2009 (SA);
- (h) the Building and Construction Industry Security of Payment Act 2009 (Tas); and
- (i) any Regulations enacted pursuant to the Acts listed in (a)-(h) above.

"Subject-Matter Expert" means those persons listed in Schedule 3 to the IDAR Panel Agreement.

"Waterloo SDD" mean the deed titled "Waterloo Integrated Station Development – Station Delivery Deed" (Contract No: 503) between the Principal and the WL Contractor dated [*insert*].

RULE 2 Appointment of the Expert

1. Unless otherwise agreed in writing by the parties, the Process shall be conducted:
 - a. by a Member or a Subject-Matter Expert ~~person~~ agreed between the parties; or
 - b. if the parties are unable to agree on the identity of the person to be appointed within 3 Business Days of Party A giving Party B a Notice of Dispute, by a Member or a Subject-Matter Expert ~~person~~ nominated by the Australian Centre for International Commercial Arbitration (ACICA) Resolution Institute,
who accepts appointment as Expert.
2. Rule 2.2 is deleted in its entirety.
3. [no modification]
4. [no modification]
5. [no modification]

RULE 3 Agreement to be bound

1. [no modification]
2. Rule 3.2 is deleted in its entirety.

RULE 5 Role of the Expert

1. The Expert shall determine the Dispute as an expert in accordance with these Rules, the Waterloo SDD, the requirements of procedural fairness and according to law.
2. [no modification]
3. [no modification]
4.
 - (a) The Expert shall be independent of, and act fairly and impartially as between the parties, giving each a reasonable opportunity of putting its case and dealing with that of any opposing party, and a reasonable opportunity to make submissions on the conduct of the Process.
 - (b) The Expert must take all reasonable steps to avoid any conflict of interest, potential conflict of interest or other circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly and impartially in relation to the Dispute.
 - (c) If at any time during the Process, the Expert becomes aware of any circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly or impartially in relation to the Dispute, the Expert must inform the parties immediately.
 - (d) The Expert's mandate will be terminated 7 days after the notice is provided by the Expert under Rule 5.4(c), unless the parties agree otherwise.
5. [no modification]

RULE 9 Conduct of the Process

1. [no modification]
2. [no modification]
3. ~~If~~ The parties agree in writing (in the Agreement or otherwise), that the procedure in Schedule B shall will apply.
4. The rules of evidence do not apply to the Process.

RULE 10 The Expert's Determination

1. ~~As soon as reasonably practicable after receiving the submissions and evidentiary material from the parties pursuant to Rule 9,~~ The Expert shall determine the Dispute between the parties and notify such determination in writing to the parties within the time period specified in the Waterloo SDD.
2. [no modification]
3. ~~Subject to any rule of law or equity or written agreement of the parties to the contrary,~~ Unless otherwise agreed by the parties, the Expert's determination:
 - a. may include for the payment of interest on any monetary sum determined, in such amount as the Expert considers reasonable;
 - b. must allow for any amount already paid to a party under or for the purposes of any Relevant Security of Payment Legislation;
 - c. may make such orders as he or she considers appropriate for the restitution of any amount so paid, and such other orders as he or she considers appropriate; and
 - d. to the extent permitted by law, will not apply or have regard to the provisions of any Relevant Proportionate Liability Legislation.
4. [no modification]

RULE 12 Waiver of Right to Object

Rule 12 is deleted in its entirety.

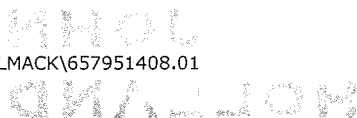
RULE 14 Extension of Limitation Period

Rule 14 is deleted in its entirety.

SCHEDULE B

1. The reference to "twenty one (21) days" is replaced by "ten Business Days".
2. The reference to "twenty one (21) days" is replaced by "twenty Business Days".
3. The reference to "twenty one (21) days" is replaced by "five Business Days".
4. [no modification]
5. [no modification]
6. [no modification]
7. [no modification]

8. [no modification]



SCHEDULE A10. – DESIGN REVIEW PROCEDURE AND NETWORK ASSURANCE COMMITTEE

(Clauses 4.9 and 4.9A)

1. DESIGN STAGE 2 REVIEW

1.1 Principal's Representative review – Design Stage 2

The Principal's Representative must, within the Principal's Design Review Period, review any Design Stage 2 Design Documentation submitted to it by the WL Contractor and notify the WL Contractor in writing of any non-compliance or potential non-compliance with the requirements of this deed (including, in respect of any Design Stage 2 Design Documentation provided to the Independent Certifier under clause 4.5(b) of the General Conditions, any non-compliances identified by the Independent Certifier) with detailed reasons.

1.2 Non-compliance of Design Stage 2 Design Documentation

If the Principal's Representative notifies the WL Contractor under clause 1.1 of this Schedule A10 that any Design Stage 2 Design Documentation contains a non-compliance with the requirements of this deed:

- (a) **(WL Contractor to respond)** the WL Contractor:
 - (i) must within 20 Business Days after receiving such notice, give the Principal's Representative a written response:
 - (A) which explains how the WL Contractor will address the non-compliance in sufficient detail to satisfy the Principal's Representative that compliance will be achieved prior to submitting the Design Stage 3 Design Documentation; or
 - (B) provide the Principal's Representative with a notice setting out any matters in relation to which it disagrees with the Principal's Representative's or, if applicable, the Independent Certifier's opinion, together with its reasons for doing so;
 - (ii) must, prior to or when it submits Design Stage 3 Design Documentation that relates to a Design Stage 2 Design Documentation non-compliance, give the Principal's Representative a written statement which explains how the non-compliance has been (or where the statement is submitted prior to the Design Stage 3 Design Documentation, will be) addressed; and
 - (iii) is not obliged to respond to any comments received from the Principal's Representative which do not concern a non-compliance; and
- (b) **(parties must meet)** following receipt of a notice under clause 1.2(a)(i)(B) of this Schedule A10, the parties must meet and in good faith seek to resolve the disagreement. If the disagreement is in relation to a non-compliance identified by the Independent Certifier, the Independent Certifier will also attend the relevant meeting.

The parties acknowledge and agree that, notwithstanding that the Principal's Representative may have given the WL Contractor a notice under clause 1.1 of this Schedule A10 in respect of a package of Design Stage 2 Design Documentation, the WL Contractor may proceed with the preparation of Design Stage 3 Design Documentation in respect of the same package in accordance with clause 4.5(a) of the General Conditions.

2. **DESIGN STAGE 3 REVIEW**

2.1 **Review of Design Stage 3 Design Documentation**

(a) **(Principal's Representative review)** The Principal's Representative must, within the Principal's Design Review Period, review the Design Stage 3 Design Documentation submitted to it by the WL Contractor and either:

(i) **(Rejection)** reject a part or all of the Design Documentation (in writing, with detailed reasons, to the WL Contractor) if the Principal's Representative or, if applicable, the Independent Certifier considers that the Design Documentation:

(A) does not comply with the requirements of this deed; or

(B) is not sufficiently complete to enable the Principal's Representative or, if applicable, the Independent Certifier to form a view on whether it is compliant; or

(ii) **(Non-rejection)** notify the WL Contractor in writing that the Design Documentation is not rejected, together with:

(A) a list of:

(aa) any non-compliances which the Principal's Representative and, if applicable, the Independent Certifier considers to be Minor Non-Compliances; and

(bb) suggested actions that the WL Contractor may take to address those Minor Non-Compliances; and

(B) in respect of any Design Stage 3 Design Documentation that was provided to the Independent Certifier under clause 4.5(c) of the General Conditions, and subject to clause 2.1(b) of this Schedule A10, a copy of the certificate issued by the Independent Certifier in the form of Schedule B5 (*Independent Certifier's Certificate – Design*) in accordance with the Independent Certifier Deed.

(b) **(Delay in IC providing comments)** If, in respect of any Design Stage 3 Design Documentation that was provided to the Independent Certifier under clause 4.5(c) of the General Conditions, the Independent Certifier has not issued to the Principal's Representative, prior to the Principal's Representative giving notice to the WL Contractor under clause 2.1(a) of this Schedule A10, either:

(i) a notice rejecting a part or all of the Design Documentation; or

(ii) a certificate in the form of Schedule B5 (*Independent Certifier's Certificate – Design*) in respect of the Design Documentation,

in accordance with the Independent Certifier Deed, then without limiting the WL Contractor's right to proceed with the relevant Design Stage 3 Design Documentation in accordance with clause 4.10 (*Design Documentation for construction*) of the General Conditions, the Principal's Representative must provide the WL Contractor with a copy of the Independent Certifier's notice or certificate (as applicable) promptly after receiving such notice or certificate (as applicable) from the Independent Certifier.

2.2 Options following rejection of Design Documentation

Without limiting the WL Contractor's ability to proceed with construction in accordance with clause 4.10 (*Design Documentation for construction*) of the General Conditions, if any Design Stage 3 Design Documentation is rejected by the Principal's Representative under clause 2.1(a)(i) of this Schedule A10, the WL Contractor must either:

- (a) **(Rectification of non-compliance)** promptly amend the relevant non-compliant element of the Design Documentation and re-submit it to the Principal's Representative in accordance with clause 4.5 (*Preparation and submission of Design Documentation*) of the General Conditions and the process in clause 2.1 of this Schedule A10 will be reapplied to the amended element of the Design Stage 3 Design Documentation, except that the reference to the Principal's Design Review Period will be deemed to be a reference to the Principal's Design Re-Review Period; or
- (b) **(Notice of disagreement)** provide the Principal's Representative with a notice setting out any matters in relation to which it disagrees with the Principal's Representative's opinion or, if applicable, the Independent Certifier's opinion that the Design Documentation does not comply with the requirements of this deed together with its reasons for doing so.

2.3 Process following notice of disagreement

- (a) **(Principal to respond)** If the WL Contractor gives a notice under clause 2.2(b) of this Schedule A10, the Principal's Representative may, promptly after receipt of the notice:
 - (i) consult with the Independent Certifier, where appropriate; and
 - (ii) determine and notify the parties as to whether or not the WL Contractor's notice satisfactorily addresses the Principal's Representative's or, if applicable, the Independent Certifier's concerns, together with its reasons for forming that opinion and:
 - (A) if the Principal's Representative or, if applicable, the Independent Certifier considers that the WL Contractor's notice satisfactorily addresses its concerns, provide as part of its notice:
 - (aa) the notice under clause 2.1(a)(ii) of this Schedule A10; and
 - (bb) if applicable, a copy of the certificate issued by the Independent Certifier in the form of Schedule B5 (*Independent Certifier's Certificate - Design*) in accordance with the Independent Certifier Deed; or
 - (B) if the Principal's Representative does not consider that the WL Contractor's notice satisfactorily addresses its concerns, the parties will promptly meet and in good faith to seek to resolve the disagreement (whether by a Modification or otherwise) within 10 Business Days of the notice under clause 2.2(b) of this Schedule A10. If the disagreement is in relation to a non-compliance identified by the Independent Certifier, the Independent Certifier will also attend the relevant meeting.
- (b) **(Referral to dispute resolution)** If the parties are unable to resolve a disagreement contemplated by clause 2.3(a)(ii)(B) of this Schedule A10 within 10 Business Days of first meeting in relation to the disagreement, either the Principal or the WL Contractor may refer the disagreement for resolution in accordance with:

- (i) the Dispute Procedure; or
 - (ii) if the dispute is in relation to any non-compliance identified by the Independent Certifier, the Independent Certifier Deed.
- (c) **(Resubmission of Design Documentation)** If:
- (i) the relevant parties reach resolution under clause 2.3(b) of this Schedule A10 and the WL Contractor is required to resubmit any Design Documentation;
 - (ii) it is determined in accordance with the Dispute Procedure or, if applicable, the Independent Certifier Deed that the WL Contractor is required to resubmit any Design Documentation; or
 - (iii) any Design Documentation is the subject of a direction by the Principal's Representative under clause 4.9(e) of the General Conditions,
- then:
- (iv) the WL Contractor must promptly amend and re-submit the relevant non-compliant element of the Design Documentation to the Principal's Representative in accordance with clause 4.5 (*Preparation and submission of Design Documentation*) of the General Conditions;
 - (v) if applicable, the Principal's Representative will provide the re-submitted Design Documentation to the Independent Certifier; and
 - (vi) the process in clause 2.1 of this Schedule A10 will reapply to the amended element of the Design Documentation except that reference to the Principal's Design Review Period under clause 2.1 of this Schedule A10 will be deemed to be a reference to the Principal's Design Re-Review Period.
- (d) **(Rectification of defective work)** If clause 2.3(c) of this Schedule A10 applies, the WL Contractor must:
- (i) immediately cease construction of any work that is being carried out in accordance with the relevant non-compliant element(s) of the Design Documentation; and
 - (ii) promptly rectify any such work at its cost so that it complies with the requirements of this deed.

2.4 Resolution of Minor Non-Compliances

If a notice provided by the Principal's Representative under clause 2.1(a)(ii) of this Schedule A10 lists any Minor Non-Compliances:

- (a) **(Principal or IC may suggest action)** the notice may suggest the action that could be taken by the WL Contractor to address the Minor Non-Compliance; and
- (b) **(WL Contractor must take action)** the WL Contractor must complete the suggested action, or take any other action the WL Contractor deems reasonable in the circumstances, to correct the Minor Non-Compliance to the extent required for the Design Documentation to comply with this deed, within the timeframe (if any) specified in the Principal's Representative's notice and, in any event, as a pre-condition to Substantial Completion of the Trackway Portion or Completion of the Non-Trackway Portion, as applicable.

3. **NETWORK ASSURANCE COMMITTEE**

3.1 **Submission of NAC CCR Packages to the NAC**

- (a) **(Satisfaction of NAC threshold requirements)** Within 2 Business Days commencing on the date on which the Principal's Representative is provided with a NAC CCR Package by the WL Contractor under clause 4.9A(b)(i) of the General Conditions, the Principal's Representative must review the NAC CCR Package and either:
- (i) **(Rejection by the Principal's Representative)** reject the NAC CCR Package (in writing, with reasons, to the WL Contractor) if the NAC CCR Package does not contain the information required to be submitted to the NAC pursuant to the NAC Assurance Process section of the Assurance and Governance Plan (which has not been rejected by the Principal's Representative) and meets the requirements set out in Appendix F1 of the SWTC; or
 - (ii) **(Submission to NAC)** submit that NAC CCR Package to the NAC in accordance with Appendix F1 of the SWTC.
- (b) **(Rejected NAC CCR Package)** If the Principal's Representative rejects a NAC CCR Package under clause 3.1(a)(i) of this Schedule A10, the WL Contractor must promptly amend the NAC CCR Package and re-submit it to the Principal's Representative in accordance with clause 4.9A(b)(i) of the General Conditions and this clause 3.1 of Schedule A10 will reapply.

3.2 **NAC Assurance Review**

In respect of each NAC CCR Package submitted by the Principal's Representative to the NAC under clause 3.1(a)(ii) of this Schedule A10, within 10 Business Days of submitting the NAC CCR Package to the NAC, the Principal's Representative must give notice to the WL Contractor:

- (a) **(Acceptance)** that the NAC CCR Package has been accepted;
- (b) **(Acceptance with conditions)** setting out a list of actions which the WL Contractor must take in order for the NAC CCR Package to satisfy the NAC Requirements (**NAC Required Actions**); or
- (c) **(Rejection)** that the NAC CCR Package has been rejected.

3.3 **NAC Required Actions and Rejection**

- (a) If the Principal's Representative provides a notice under clause 3.2(b) or clause 3.2(c) of this Schedule A10, the WL Contractor:
- (i) **(WL Contractor must take action)** must complete the NAC Required Actions (if applicable);
 - (ii) **(Resubmission of NAC CCR Package)** if the notice is under clause 3.2(c) of this Schedule A10, must promptly amend and re-submit the NAC CCR Package to the Principal's Representative and the process in clause 3.1 and clause 3.2 of this Schedule A10 will reapply; and
 - (iii) **(Notice of disagreement)** may provide the Principal's Representative with a notice stating that the NAC CCR Package satisfies the NAC Requirements and disputes the need to carry out any of the NAC Required Actions (if applicable), together with its reasons.

- (b) **(Parties must meet)** If the WL Contractor gives a notice under clause 3.3(a)(iii) of this Schedule A10, the parties will promptly meet and in good faith seek to resolve the disagreement (whether by a Modification or otherwise) within 10 Business Days of the notice under clause 3.3(a)(iii) of this Schedule A10.
- (c) **(Referral to dispute resolution)** If the parties are unable to resolve a disagreement contemplated by clause 3.3(a)(iii) of this Schedule A10 within 10 Business Days of first meeting in relation to the disagreement, either the Principal or the WL Contractor may refer the disagreement for resolution in accordance with the Dispute Procedure.

SCHEDULE A11. – PRESCRIBED LEGISLATIVE REQUIREMENTS

(Schedule A2 and clause 7.1(f)(ii))

1. NSW CODE AND NSW GUIDELINES

(a) NSW Code and NSW Guidelines

In addition to terms defined in this deed, terms used in this clause 1 of Schedule A11 have the same meaning as is attributed to them in the NSW Guidelines. The NSW Code and NSW Guidelines are available at www.industrialrelations.nsw.gov.au.

(b) Primary obligation

(i) In carrying out the WL Contractor's Activities, the WL Contractor must at all times:

- (A) comply with, and meet any obligations imposed by; and
- (B) not used,

the NSW Code and the NSW Guidelines.

(ii) The WL Contractor must notify the Construction Compliance Unit and the Principal of any possible non-compliance with the NSW Code and NSW Guidelines and of remedial action taken, within 24 hours of becoming aware of the possible non-compliance.

(iii) Where the WL Contractor engages a Subcontractor or consultant, the WL Contractor must ensure that the contract with the Subcontractor or consultant imposes on the Subcontractor or consultant equivalent obligations to those in this clause 1 of Schedule A11, including that the Subcontractor or consultant must at all times comply with, and meet any obligations imposed by, the NSW Code and the NSW Guidelines.

(iv) The WL Contractor must not appoint or engage another party in relation to the WL Contractor's Activities where that appointment or engagement would breach a sanction imposed on the other party in relation to the NSW Code or NSW Guidelines.

(c) Access and information

(i) The WL Contractor must maintain adequate records of compliance with the NSW Code and NSW Guidelines by it and its Subcontractors and consultants.

(ii) The WL Contractor must allow, and take reasonable steps to facilitate, authorised personnel (including personnel of the CCU) to:

- (A) enter and have access to sites and premises controlled by the WL Contractor, including the Construction Site;
- (B) inspect any work, material, machinery, appliance, article or facility;
- (C) access information and documents;
- (D) inspect and copy any record relevant to the Project;
- (E) have access to personnel; and

(F) interview any person,

as is necessary for the authorised personnel to monitor and investigate compliance with the NSW Code and NSW Guidelines by the WL Contractor and its Subcontractors and consultants.

(iii) The WL Contractor must agree to, and comply with, any request from authorised personnel (including personnel of the CCU) for the production of specified documents by a certain date, whether in person, by post or electronic means.

(d) **Sanctions**

(i) The WL Contractor warrants that, at the time of entering into this deed, neither it, nor any of its Related Entities, are subject to a sanction in connection with the NSW Code or NSW Guidelines that would have precluded it from responding to a procurement process for work to which the NSW Code and NSW Guidelines apply.

(ii) If the WL Contractor does not comply with, or fails to meet any obligation imposed by, the NSW Code or NSW Guidelines, a sanction may be imposed against it in connection with the NSW Code or NSW Guidelines.

(iii) Where a sanction is imposed:

(A) it is without prejudice to any rights that would otherwise accrue to the parties; and

(B) the State (through its agencies, Ministers and the CCU) is entitled to:

(aa) record and disclose details of non-compliance with the NSW Code or NSW Guidelines and the sanction; and

(bb) take them into account in the evaluation of future procurement processes and responses that may be submitted by the WL Contractor, or its related entities, in respect of work to which the NSW Code and NSW Guidelines apply.

(e) **Compliance**

(i) The WL Contractor bears the cost of ensuring its compliance with the NSW Code and NSW Guidelines, including in respect of any positive steps it is obliged to take to meet its obligations under the NSW Guidelines. The WL Contractor is not entitled to make, and the Principal and the State will not be liable upon, any Claim against the Principal or the State arising out of or in any way in connection with the WL Contractor's compliance with the NSW Code and the NSW Guidelines.

(ii) Compliance with the NSW Code and NSW Guidelines does not relieve the WL Contractor from responsibility to perform the WL Contractor's Activities or any other obligation under this deed, or from liability for any Defect in the Project Works or the Temporary Works or from any other legal liability, whether or not arising from its compliance with the NSW Code and NSW Guidelines.

(iii) Where a Modification is proposed that may be likely to affect compliance with the NSW Code and NSW Guidelines, the WL Contractor must immediately notify the Principal of:

- (A) the extent to which compliance with the NSW Code and NSW Guidelines will be, or is likely to be, affected by the Modification; and
- (B) the steps (if any) the WL Contractor proposes to take to mitigate any adverse impact of the Modification (including any amendments it proposes to the Workplace Relations Management Plan).

2. **BUILDING CODE**

(a) The WL Contractor:

- (i) declares as at the date of this deed; and
- (ii) must ensure during the term of this deed,

that, in relation to the Project Works and Temporary Works, it and its Subcontractors, consultants and each related entity:

- (iii) complies with, and acts consistently with, the Building Code;
- (iv) meets the requirements of section 11 of the Building Code;
- (v) is not subject to an Exclusion Sanction or a formal warning that any further failure to comply with the Building Code may result in the imposition of an Exclusion Sanction;
- (vi) has not been the subject of an adverse decision, direction or order, or failed to comply with a decision, direction or order, made by a court or tribunal for a breach of the BCIIIP Act, a designated building law, work health and safety law, competition and consumer law or the *Migration Act 1958* (Cth) (other than a decision, direction or order that is stayed or has been revoked);
- (vii) has not been required to pay any amount under an adjudication certificate or owed any unsatisfied judgement debts to a building contractor or building industry participant (as those terms are defined in the BCIIIP Act);
- (viii) only uses products that comply with the relevant Australian standards published by, or on behalf of, Standards Australia;
- (ix) unless approved by the ABC Commissioner, is not excluded from performing Building Work funded by a state or territory government; and
- (x) complies with the Workplace Relations Management Plan approved by the ABCC in accordance with Part 6 of the Building Code.

(b) The WL Contractor acknowledges and agrees that compliance with the Building Code does not relieve the WL Contractor from any responsibility or obligation under this deed, or from liability for any Defect arising from compliance with the Building Code.

(c) The WL Contractor must promptly:

- (i) notify the ABCC of:
 - (A) any breach or suspected breach of the Building Code as soon as practicable, but no later than 2 Business Days after becoming aware of the breach or suspected breach, and advise the ABCC of the steps proposed to be taken by the WL Contractor to rectify the breach; and

- (B) the steps taken to rectify any breach of the Building Code within 14 days of providing a notification under clause 2(c)(i)(A) of this Schedule A11; and
- (ii) give the Principal a copy of any notification given by the WL Contractor to the ABCC under clause 2(c)(i) of this Schedule A11 and respond to any requests for information by the Principal concerning matters related to the Building Code so as to enable the Principal to comply with its obligations under section 28 of the Building Code.
- (d) The WL Contractor acknowledges the powers and functions of the ABC Commissioner and the ABCC under the BCIIIP Act and the Building Code and must ensure that it (and must procure that its Subcontractors, consultants and each related entity) complies with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including requests:
 - (i) for entry under section 72 of the BCIIIP Act;
 - (ii) to interview any person under section 74 of the BCIIIP Act;
 - (iii) to produce records or documents under sections 74 and 77 of the BCIIIP Act; and
 - (iv) for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.
- (e) The WL Contractor must not enter into a Subcontract for any aspect of the Project Works, the Temporary Works or the WL Contractor's Activities unless:
 - (i) the Subcontractor has submitted a Declaration of Compliance, including the further information outlined in Attachment A to the Declaration of Compliance, which the WL Contractor agrees is substantially in the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code; and
 - (ii) the Subcontract with the Subcontractor includes an equivalent clause to this clause 2 of this Schedule A11.
- (f) The WL Contractor must provide the Commonwealth with any Subcontractor's Declaration of Compliance referred to in clause 2(e) of this Schedule A11 promptly upon request.
- (g) The WL Contractor must maintain adequate records of the compliance with the Building Code by:
 - (i) the WL Contractor;
 - (ii) the Subcontractors;
 - (iii) the WL Contractor's consultants; and
 - (iv) any related entity of the WL Contractor.
- (h) For the purposes of this clause 2 of this Schedule A11, "related entity" has the meaning given in subsection 3(2) of the Building Code.

SCHEDULE A12. – WL CONTRACTOR INSURANCE REQUIREMENTS

(Clause 30.6)

1. WL CONTRACTOR'S INSURANCE OBLIGATIONS

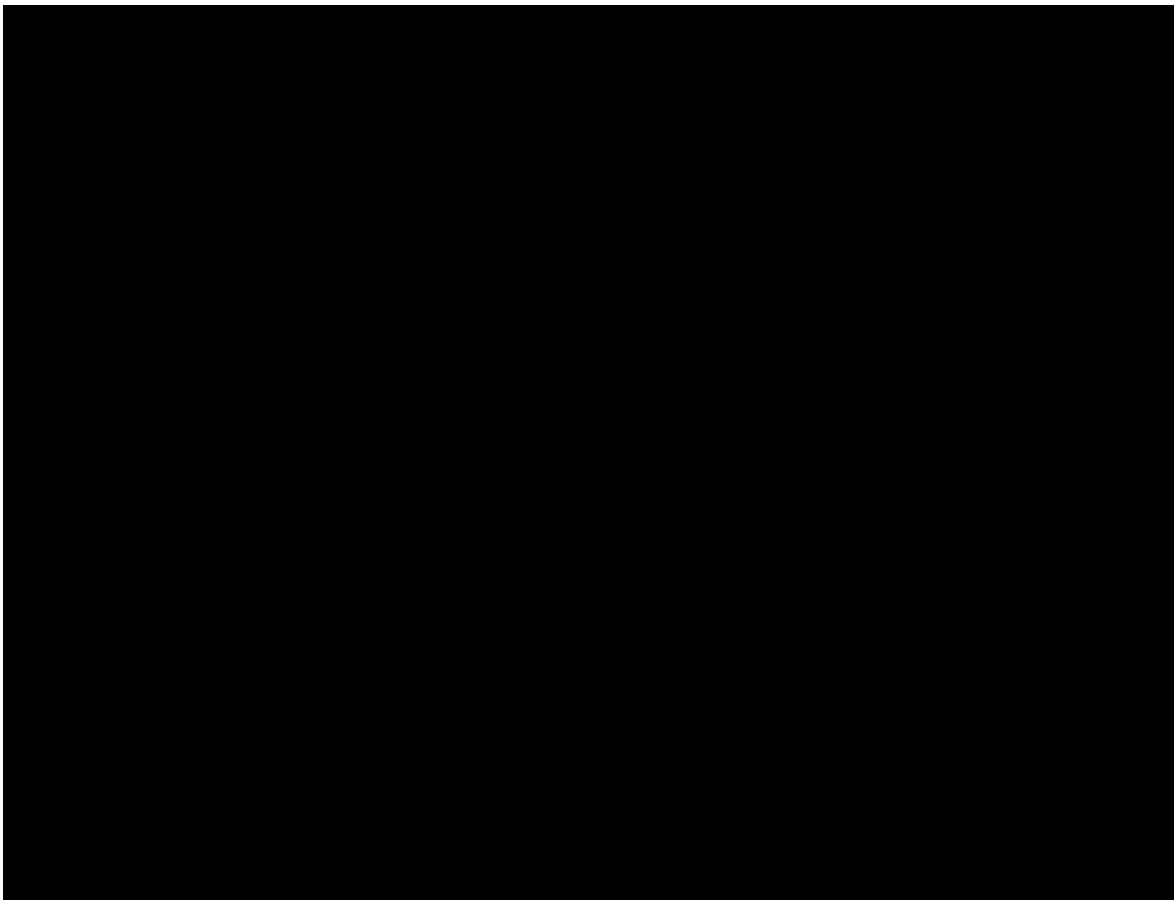
1.1 General

The WL Contractor must effect and maintain, or cause to be effected and maintained, the following insurances:

- (a) workers' compensation insurance as referred to in clause 1.2 of this Schedule A12;
- (b) asbestos liability insurance as referred to in clause 1.3 of this Schedule A12;
- (c) professional indemnity insurance as referred to in clause 1.4 of this Schedule A12;
- (d) Construction Plant insurance as referred to in clause 1.5 of this Schedule A12;
- (e) motor vehicle insurance as referred to in clause 1.6 of this Schedule A12; and
- (f) any other insurances it is required to maintain by Law,

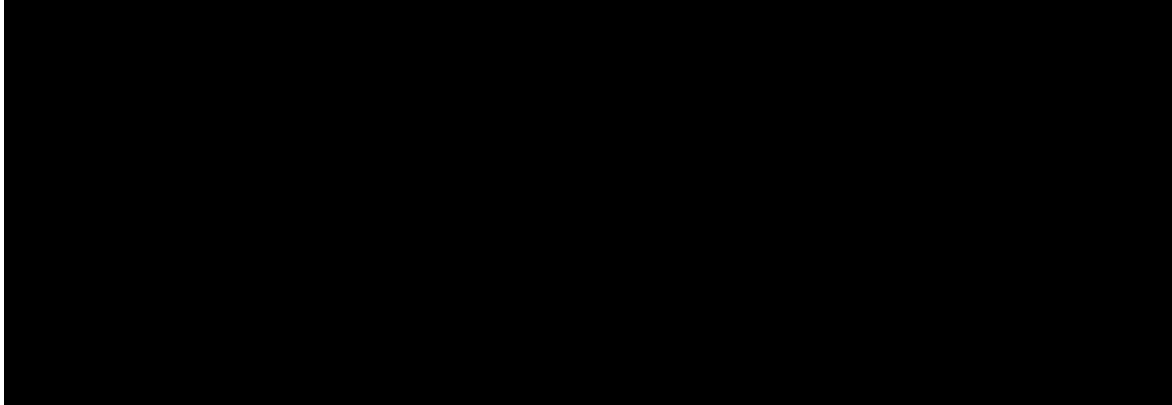
on terms as required by Law, or where the terms are not required by Law, on terms that a prudent insured would effect given the terms offered by the Australian insurance market at the time the policy is incepted.

1.2 Workers' compensation insurance

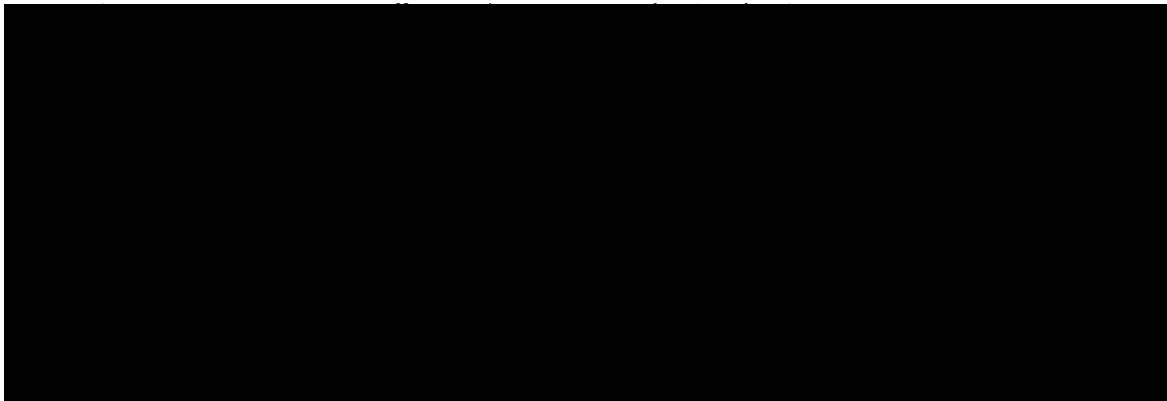




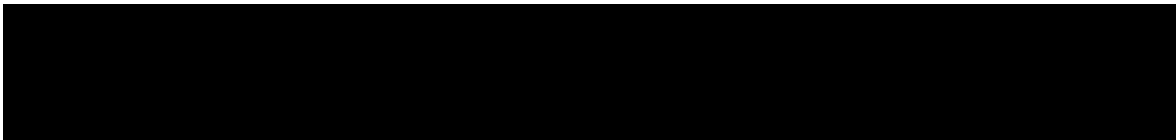
1.3 Asbestos liability insurance



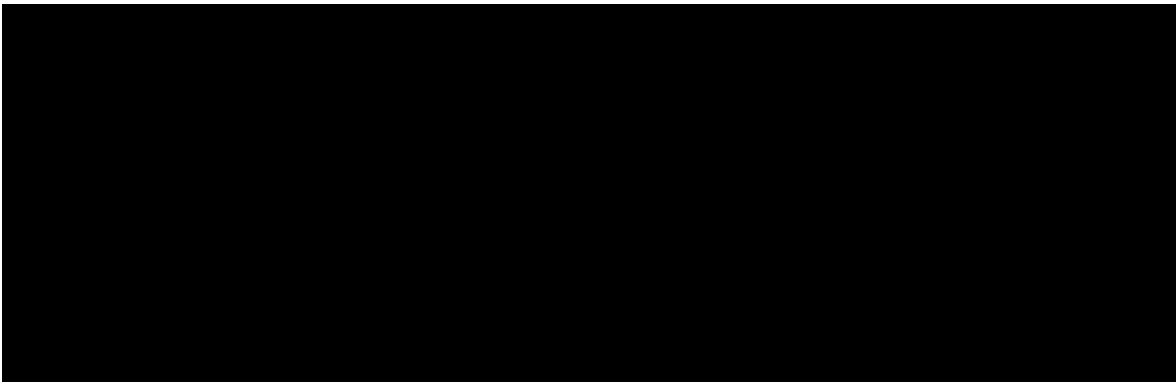
1.4 Professional indemnity insurance



1.5 Construction Plant insurance



1.6 Motor vehicle insurance



2. WL CONTRACTOR'S OBLIGATIONS

2.1 Provisions in policies

(a) The WL Contractor must ensure that:

(i) the Insurances required to be effected by the WL Contractor under clause 1.3, clause 1.5 and clause 1.6 of this Schedule A12 contain a provision approved by the Principal that requires the insurer to notify the Principal (in writing) whenever:

(A) it receives a notice under or in connection with the Insurance policy, including any claim; and

(B) it gives any insured a notice under or in connection with the policy, which in the case of a notice of cancellation must be given to the Principal 30 days prior to the cancellation of the policy; and

(ii) the Insurances referred to in clause 1.3, clause 1.5 and clause 1.6 of this Schedule A12 name the Principal, the WL Contractor and Subcontractors as insureds and provide that:

(A) all Insurance agreements and endorsements (with the exception of limits of liability) name, and operate as if there was a separate policy of Insurance covering each of the Principal, the WL Contractor and Subcontractors such that any act, error or omission or state of knowledge or intent will not be imputed to any other insured for the purposes of determining rights to indemnity;

(B) failure by any insured to observe and fulfil the terms of the policy does not prejudice the Insurance of any other insured;

(C) any non-disclosure by one insured does not prejudice the right of any other insured to claim on the policy;

(D) a notice to the insurer by one insured will be deemed to be notice by all insured parties; and

(E) the insurer:

(aa) waives all rights, remedies or relief to which it might become entitled by way of subrogation against the Principal, the WL Contractor and Subcontractors; and

(bb) agrees to provide the Principal with a copy of all cover notes, policies, certificates of currency, renewal certificates and endorsement slips whenever it issues them;

(iii) the insurance required to be effected by the WL Contractor under clause 1.4 of this Schedule A12 must include a principal's indemnity clause in favour of the Principal; and

(iv) each Insurance required to be effected by the WL Contractor under this Schedule A12:

- (A) is effected with insurers approved by the Principal;
 - (B) is on terms approved by the Principal;
 - (C) does not contain any exclusion, endorsement or alteration unless it is first approved in writing by the Principal (which approval by the Principal must not be unreasonably withheld); and
 - (D) covers any liability for GST such that the proceeds of any claim under each policy (after payment of GST) are sufficient to fully indemnify the insured who suffers the loss that is claimed (including in respect of any liability for GST).
- (b) If an Insurance required to be effected by the WL Contractor under the deed including this Schedule A12 is required to cover the liability of any Subcontractor, the WL Contractor must ensure that that Insurance also covers the liability of any person who supplies goods or materials to the WL Contractor.

SCHEDULE A13. – INSURANCE POLICIES

(Clause 30.5(a))

For the purposes of clause 30.5 of the General Conditions, refer to the following insurance policy documents which are included as electronic files in Schedule F1 (*Electronic files*):

No.	Principal's Insurance	Relevant documents	Electronic file name
1.	Contract works (material damage) insurance	Contract Works Insurance Policy	Contract Works_Final PAI Policy_Executed.pdf Contract Works Endorsement_Sydney Metro City & Southwest.pdf
2.	Public and products liability insurance	Public and Products Liability Insurance Policy	Public & Products Liability_Primary_Final PAI Policy_Executed.pdf
		Memorandum of Insurance (Excess Liability Insurance – Project Specific issued on [REDACTED] and naming Sydney Metro a NSW Government agency constituted by section 3D of the <i>Transport Administration Act 1988</i> (NSW) as the named insured)	Excess Liability_MOI Sydney Metro_Final_Executed.pdf Sydney Metro City & Southwest - First Excess Liability_[REDACTED] Sydney Metro City & Southwest - Second Excess Liability_[REDACTED] PAI Policy_Executed.pdf Sydney Metro City & Southwest - Third Excess Liability_[REDACTED] PAI Policy_Executed.pdf Sydney Metro City & Southwest - Fourth Excess Liability_[REDACTED] PAI Policy_Executed.pdf
		Endorsement to Public & Products Liability	PL Primary Endorsement 001_Sydney Metro City and South West (QBE signed).pdf First Excess Liability [REDACTED] Endorsement 001_Sydney Metro City and South West (XL signed).pdf Second Excess Liability [REDACTED] xs [REDACTED] Endorsement 001_Sydney Metro City and South West (AIG&LIU signed).pdf Third Excess Liability [REDACTED] xs [REDACTED] Endorsement 001_Sydney Metro City and South West (London signed).pdf Fourth Excess Liability [REDACTED] xs

No.	Principal's Insurance	Relevant documents	Electronic file name
			[REDACTED] Endorsement 001_Sydney Metro City and South West (London signed).pdf Fourth Excess Liability [REDACTED] xs [REDACTED] Endorsement 001_Sydney Metro City and South West (VAZ).pdf

SCHEDULE A14. – INDEPENDENT CERTIFIER DEED

(Schedule A2 and clause 8.7)



**JOHN
HOLLAND**



Sydney Metro City & Southwest Independent Certification of the Waterloo Works Independent Certifier Deed

Contract No: 11696

John Holland Pty Limited

ABN 11 004 282 268
WL Contractor

Sydney Metro

ABN 12 354 063 515
Principal

Advisian Pty Ltd

ABN 50 098 008 818
Independent Certifier

and

(From the Accession Date) the person who accedes to
this deed under clause 2

the Operator

[Note: This document has been drafted on the basis that the Principal will enter into the OTS2 Project Deed with the Operator. If the Principal elects to deliver Sydney Metro City & Southwest using a different structure, appropriate amendments will be made to this document.]

JOHN
HOLLAND

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EXHIBIT

- 1 Indicative list of WL Contractor submissions

THIS INDEPENDENT CERTIFIER DEED is made on 2019

BETWEEN:

- (1) **John Holland Pty Limited** ABN 11 004 282 268 of Level 5, 380 St Kilda Road, Melbourne VIC 3004 (**WL Contractor**);
- (2) **Sydney Metro** ABN 12 354 063 515 a New South Wales Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW) and located at Level 43, 680 George Street, Sydney NSW 2000 (**Principal**);
- (3) **Advisian Pty Ltd** ABN 50 098 008 818 of Level 17, 141 Walker Street, North Sydney NSW 2060 (**Independent Certifier**); and
- (4) (From the Accession Date) the person who accedes to this deed under clause 2, being the person defined as the "Acceding Party" in the Accession Deed that the Principal requires the Independent Certifier and the WL Contractor to execute under clause 2(a) (the **Operator**).

RECITALS:

- (A) The WL Contractor has entered into the Station Delivery Deed with the Principal for the delivery of the Project Works.
- (B) The Independent Certifier represents that it is experienced generally in design and construction and, in particular, in the design and construction of works similar to the Project Works and offers its expertise in those fields.
- (C) The Project Agreements contemplate that the Independent Certifier will discharge those functions set out in Schedule 1.
- (D) The Independent Certifier will perform its obligations on the terms of this deed.
- (E) In accordance with the Station Delivery Deed, the WL Contractor will progressively hand control of the Project Works to the Principal, so that the Principal may hand control of the Project Works to the Operator in order to allow it to undertake the OTS2 Project Works and to commence operation of Sydney Metro City & Southwest.
- (F) The Independent Certifier will issue a Notice of Substantial Completion and a Notice of Completion in respect of each Portion of the Project Works and the Operator will be bound by the Independent Certifier's certification as set out in the Notice of Completion for Portion 2 of the Project Works for the purposes of taking possession of the relevant part of the Construction Site.
- (G) The Operator has not been engaged by the Principal. Once the Operator has been engaged, the Operator will execute the Accession Deed substantially in the form included in Schedule 6 and will thereby accede to the terms of this deed.

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

In this deed:

Accession Date has the same meaning as given to the term "Effective Date" in the Accession Deed, being the date from which the Operator accedes to this deed.

Accession Deed means the deed in substantially the same form as Schedule 6 (with relevant details duly completed) which is to be executed by the Independent Certifier, the WL Contractor, the Principal and the Operator in accordance with clause 2.

Additional Services means any additional services requested by the Principal from the Independent Certifier from time to time by the issue of an Additional Services Order, as those services are described in each Additional Services Order.

Additional Services Fee means the fee specified in any Additional Services Order for the Additional Services set out in that Additional Services Order, calculated in accordance with clause 7.1(a)(ii).

Additional Services Order means a written request from the Principal to the Independent Certifier to carry out Additional Services issued under clause 7.1(a).

Certification Methodology means the certification methodology set out in Schedule 7.

Certification Plan means the plan that the Independent Certifier is required to prepare in accordance with clause 4.8, and in respect of which the Principal has not issued a notice under clause 4.8(c), as that plan is updated from time to time in accordance with clause 4.9 of this deed.

Completion Phase Services means all Core Services related to:

- (a) construction of the Project Works;
- (b) Milestone Achievement of each Milestone;
- (c) the performance by the WL Contractor of its obligations in respect of Milestone Achievement of each Milestone;
- (d) Substantial Completion and Completion of each Portion; and
- (e) the performance by the WL Contractor of its obligations in respect of Substantial Completion and Completion of the each Portion.

Consequential Loss means any:

- (a) loss of income, loss of revenue, loss of profit, loss of financial opportunity, loss of business or loss of business opportunity, loss of contract, loss of goodwill, loss of use or loss of production (whether the loss is direct or indirect); or
- (b) direct or indirect financing costs,

whether present or future, fixed or unascertained, actual or contingent.

Consequential Loss does not include any Liquidated Damages Loss.

Core Services means the services set out in Schedule 1 to this deed, and includes the Design Phase Services and the Completion Phase Services.

Core Services Fee means the amount payable to the Independent Certifier for the performance of the Core Services, as calculated in accordance with paragraph 1(b) of the Payment Schedule.

Criminal Conduct means where an employee or officer of the Independent Certifier, or any person for whom the Independent Certifier is vicariously liable, has been convicted of a crime.

Design Phase Services means all Core Services related to:

- (a) the design of the Project Works; and
- (b) the performance by the WL Contractor of its design obligations in respect of the Project Works.

Dispute Representatives has the meaning given to that term in clause 9.2.

Fee means the amount payable to the Independent Certifier for the performance of the Services in accordance with the Payment Schedule.

Fraud means an intentional deceptive and dishonest act (but not omission) by an employee or officer of the Independent Certifier, or any person for whom the Independent Certifier is vicariously liable, committed with the intention of deceptively and dishonestly obtaining financial gain.

Gross Negligence means a gross, high and reprehensible failure to take reasonable care in circumstances whereby the Independent Certifier knew that it was failing to take reasonable care and that such failure to take reasonable care had an obvious high risk of causing the Loss claimed, and nevertheless proceeded with conscious and intentional indifference and disregard thereto but does not include errors of judgement, mistakes, errors or acts or omissions made in good faith.

GST, GST law and other terms used in clause 11 have the meanings used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended from time to time) or any replacement or other relevant legislation and regulations, except that **GST law** also includes any applicable rulings. Any reference to GST payable by the Supplier (as defined in clause 11) includes any GST payable by the representative member of any GST group of which the Supplier is a member.

Independent Certifier's Project Director means the relevant person referred to in Schedule 3 or any other person holding that position in accordance with clause 4.4(b)(ii).

Independent Certifier's Representative means the relevant person referred to in Schedule 3 or any other person holding that position in accordance with clause 4.4(b)(ii).

Liquidated Damages Loss means any liability for liquidated damages under the Station Delivery Deed caused by any conduct, act or omission of the Independent Certifier (other than any conduct or act performed in accordance with this deed) causing delay to the WL Contractor:

- (a) achieving Substantial Completion of Portion 1 of the Project Works by the Date for Substantial Completion of that Portion;
- (b) achieving Completion of Portion 1 of the Project Works by the Date for Completion of that Portion;

- (c) achieving Substantial Completion of Portion 2 of the Project Works by the Date for Substantial Completion of that Portion;
- (d) achieving Completion of Portion 2 of the Project Works by the Date for Completion of that Portion; or
- (e) reaching Milestone Achievement of a Milestone by the Date for Milestone Achievement of the Milestone.

Loss means any cost, expense, loss, damage, liability or other amount whether present, future, fixed, unascertained, actual or contingent.

NSW Trains means the body corporate constituted by section 37 of the Transport Administration Act.

Other Parties means the Principal, the WL Contractor and, from the Accession Date, the Operator.

Payment Schedule means Schedule 2 to this deed.

PDCS means the Principal's web based TeamBinder project data and collaboration system, or such other electronic project data and collaboration system notified by the Principal's Representative under clause 12.1.

Project Agreements means:

- (a) the Station Delivery Deed; and
- (b) each Project Cooperation and Integration Deed.

Public Transport Agency means the Principal, TfNSW (and each of its divisions), RailCorp, Sydney Trains and NSW Trains.

RailCorp means Rail Corporation New South Wales, a corporation constituted by section 4(1) of the *Transport Administration Act 1988* (NSW).

Reputable Insurer means an insurance company having the Required Rating.

Required Rating means a credit rating of at least A- by Standard and Poor's (Australia) Pty Limited or A3 by Moody's Investor Service, Inc (or such other credit rating as the Principal may approve in writing from time to time) or, if no rating is provided by Standard and Poor's (Australia) Pty Limited or by Moody's Investor Services, Inc, an equivalent rating with another reputable rating agency.

Services means:

- (a) the Core Services; and
- (b) any Additional Services,

and includes all things necessary for, or incidental to, the proper and professional performance of those services.

Station Delivery Deed means the deed titled "Waterloo Integrated Station Development - Station Delivery Deed" between the Principal and the WL Contractor dated on or about the date of this deed.

Substitute Certifier has the same meaning as in clause 7.4(a).

Sydney Trains means Sydney Trains, the body corporate constituted by Part 2A of the *Transport Administration (General) Regulations 2005* (NSW).

Term means the term of this deed as set out in clause 3.2.

TfNSW means Transport for NSW, a NSW government agency constituted by section 3C of the *Transport Administration Act 1988* (NSW).

Upper Limiting Fee means each upper limiting fee specified in paragraph 1(b) of the Payment Schedule, as adjusted in accordance with this deed.

Wilful Misconduct means any malicious conduct or any breach of this deed which results from a conscious and intentional indifference and disregard to the relevant provisions of this deed and the risk of causing the Loss claimed by the relevant Other Party in respect of the breach but does not include errors of judgement, mistakes, errors or acts or omissions made in good faith.

1.2 **Definitions in Station Delivery Deed**

Except as otherwise defined in clause 1.1, terms used in this deed that are defined in the Station Delivery Deed will have the same meaning in this deed as in the Station Delivery Deed.

1.3 **Interpretation**

In this deed:

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

and the following rules apply in interpreting this deed unless the context makes clear that a rule is not intended to apply:

(b) where the Independent Certifier or an Other Party comprises more than one entity, an obligation or a liability assumed by, or a right conferred on, the relevant Other Party or the Independent Certifier (as applicable) binds or benefits them jointly and severally;

(c) **person** includes an individual, the estate of an individual, a body politic, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(d) a reference to a party includes that party's executors, administrators, successors and permitted substitutes and assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;

(e) a reference to a document (including this deed and any other deed, agreement, instrument, guideline or code of practice) is to that document as amended, varied, novated, ratified, supplemented or replaced from time to time;

(f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or any section or provision of either of these includes:

- (i) all ordinances, by-laws, regulations of and other statutory instruments (however described) issued under the statute or delegated legislation; and
- (ii) any consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) a reference to a part, clause, schedule, exhibit, attachment or annexure is a reference to a part, clause, schedule, exhibit, attachment or annexure to or of this deed and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (i) if a word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (j) **includes** in any form is not a word of limitation;
- (k) a reference to **\$** or **dollar** is to Australian currency;
- (l) where under this deed:
 - (i) a notice, certificate or direction is required to be given; or
 - (ii) a default must be remedied,within a stated number of days, only Business Days will be counted in computing the number of days;
- (m) for all purposes other than as set out in clause 1.3(l), day means calendar day;
- (n) a reference to a **month** is a reference to a calendar month;
- (o) a reference to a court or tribunal is to an Australian court or tribunal;
- (p) a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually; and
- (q) any reference to **information** will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

1.4 **Business Day**

If the day on or by which anything is to be done under this deed is not a Business Day, that thing must be done no later than the next Business Day.

1.5 **Ambiguous terms**

- (a) If the Principal considers, or if any of the Independent Certifier, WL Contractor or the Operator notifies the Principal's Representative in writing that it considers, that there is an ambiguity, discrepancy, or inconsistency in, or between, the documents comprising this deed (including in any schedules), the Principal's Representative must direct the interpretation of this deed which the parties must follow.

- (b) The Principal's Representative, in giving a direction in accordance with clause 1.5(a), is not required to determine whether or not there is an ambiguity, discrepancy, or inconsistency in, or between, the documents comprising this deed.
- (c) Any direction which the Principal's Representative gives in accordance with clause 1.5(a):
 - (i) will not relieve the Independent Certifier, the WL Contractor or the Operator from or alter its liabilities or obligations under this deed or otherwise according to Law;
 - (ii) will not limit or otherwise affect the Principal's rights against any of the Independent Certifier, the WL Contractor or the Operator, whether under this deed or otherwise according to Law; and
 - (iii) must, in respect of a notice given under clause 1.5(a) by the Independent Certifier, the WL Contractor or the Operator, be given within 20 Business Days of receipt of that notice.

1.6 No bias against drafter

In the interpretation of this deed, no rule of construction applies to the disadvantage of one party on the basis that the party or its representative put forward or drafted this deed or any provision in it.

1.7 Excluding liability

Any provision of this deed which seeks to limit or exclude a liability of a party is to be construed as doing so only to the extent permitted by Law.

2. ACCESSION BY THE OPERATOR

- (a) The WL Contractor and the Independent Certifier must, upon being requested by the Principal, execute four counterparts of the Accession Deed in accordance with the Principal's instructions and provide such copies to the Principal, notwithstanding that the counterparts of the Accession Deed may not have been signed by the Principal or the Operator.
- (b) The WL Contractor and the Independent Certifier may not object to the identity of the person selected by the Principal to be the Operator.
- (c) The Operator and the obligations owed to the Operator under this deed will only become effective upon the accession of the Operator to this deed in accordance with this clause 2 and the executed Accession Deed.
- (d) Upon accession of the Operator to this deed as referred to in clause 2(c), the rights and liabilities of the parties to this deed will be as set out in this deed as amended in accordance with the requirements of the Accession Deed.
- (e) The Principal will provide each of the Independent Certifier and the WL Contractor with a copy of the Accession Deed duly executed by the Principal and the Operator.

3. APPOINTMENT OF THE INDEPENDENT CERTIFIER

3.1 Appointment

- (a) Each of the Other Parties appoint the Independent Certifier under this deed to perform the Services.
- (b) The Independent Certifier confirms its acceptance of the appointment referred to in clause 3.1(a).
- (c) The Independent Certifier must carry out the Services in accordance with the requirements of this deed and the Project Agreements and, to the extent the Certification Plan is not inconsistent with the Project Agreements or the nature of the Services, it will carry out and perform the Services in accordance with the Certification Plan.

3.2 Term

The Term of this deed commences on the date of this deed and continues until the earlier of:

- (a) completion of the Services; or
- (b) termination in accordance with clause 10.

3.3 Payment

The Principal will pay the Independent Certifier the Fee subject to and in accordance with the Payment Schedule.

3.4 Nature of Services

- (a) The Independent Certifier and the Other Parties acknowledge and agree that the Certification Plan is incidental to, and does not limit or otherwise affect the Services or the Independent Certifier's obligations under the deed.
- (b) Where this deed contemplates an action, agreement, decision, direction or the like by the Other Parties, and the Other Parties cannot reach agreement in respect of such action, decision, direction or the like, then the Principal must, acting reasonably and after prior consultation with the WL Contractor and, as relevant, the Operator, determine the appropriate action, agreement, decision, direction or the like.
- (c) In reaching decisions in relation to this deed which may affect the Other Parties, the Principal will take into account representations made by the WL Contractor and the Operator.

3.5 Rights under the Project Agreements

The Independent Certifier may exercise any of the rights granted to it under the Project Agreements for the purpose of performing the Services.

4. **INDEPENDENT CERTIFIER'S OBLIGATIONS**

4.1 **Acknowledgement**

The Independent Certifier acknowledges that:

- (a) it has received a copy of the execution version of each Project Agreement and that it has read, and is familiar with, the terms of these documents to the extent they relate to the Services;
- (b) it must continue performing the Core Services notwithstanding that the relevant Upper Limiting Fee may have been reached; and
- (c) it will not be entitled to payment of any amount in addition to the relevant Upper Limiting Fee (as adjusted in accordance with paragraph 4 of Schedule 2) for the performance of the Core Services.

4.2 **General representations and warranties**

The Independent Certifier represents and warrants that:

- (a) it is a company duly incorporated and existing under Law and has the power to execute, deliver and perform its obligations under this deed and that all necessary corporate and other action has been taken to authorise that execution, delivery and performance;
- (b) the information provided by it in connection with this deed is true, accurate and complete in all material respects and not misleading in any material respect (including by omission);
- (c) its obligations under this deed are valid, legal and binding obligations enforceable against it in accordance with its terms, subject to equitable remedies and Laws in respect of the enforcement of creditor's rights;
- (d) the execution, delivery and performance of this deed by it will not contravene any Law to which it is subject or any deed or arrangement binding on it;
- (e) it does not (in any capacity) have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise); and
- (f) no litigation, arbitration, tax claim, dispute or administrative or other proceeding has been commenced or threatened against it which is likely to have a material adverse effect upon its ability to perform its obligations under this deed.

4.3 **Further acknowledgements and warranties**

The Independent Certifier:

- (a) acknowledges that each of the Other Parties:
 - (i) is relying upon the skill, expertise and experience of the Independent Certifier in the performance of its obligations under this deed; and
 - (ii) may suffer loss if the Independent Certifier does not perform its obligations in accordance with the requirements of this deed;

- (b) warrants to the Other Parties that, in performing the Services, it will comply with all Law, act honestly, diligently, reasonably and with the degree of professional care, knowledge, skill, expertise, experience and care which would be reasonably expected of a professional providing services similar to the Services within the design and construction industries generally and the design and construction of major engineering works in particular;
- (c) must, at all times, act within the time requirements for the performance of its obligations under this deed and within the times prescribed under the Project Agreements (and, where no time is prescribed, within a reasonable time) and will comply with the requirements of the Payment Schedule;
- (d) without limiting clauses 4.3(a) and 4.3(b), acknowledges that the Other Parties are entitled to and will rely on any certificate or other document signed or given by the Independent Certifier under or pursuant to this deed or any Project Agreement;
- (e) without limiting its obligations under any provision of this deed, warrants to the Other Parties that:
 - (i) it will carry out and perform the Services;
 - (ii) it will make available for the performance of the Services, as a minimum, the levels of resources specified in Schedule 3; and
 - (iii) without limiting subparagraphs (i) and (ii), to the extent the Certification Plan is not inconsistent with:
 - (A) the Project Agreements;
 - (B) the nature of the Services; or
 - (C) without limiting subparagraphs (A) or (B), the requirements of clause 4.14,it will carry out and perform the Services in accordance with the Certification Plan;
- (f) will provide transport on site for the use of its site personnel;
- (g) will, in carrying out the Services, carry out physical inspections of the Construction Site, any Extra Land, the Project Works and the WL Contractor's Activities:
 - (i) when appropriate or necessary to do so in order to perform the Core Services (including for the purpose of determining whether Milestone Achievement of any Milestone or Substantial Completion or Completion of any Portion has been achieved by the WL Contractor);
 - (ii) when otherwise reasonably requested by the Principal; and
 - (iii) in a manner which satisfies the requirements of the Certification Plan,and will invite and permit the Principal and the Operator to accompany it on all such inspections;
- (h) will carry out the Services in a manner which does not prevent, hinder, disrupt, delay or otherwise interfere with any work or services performed by any person

(including the WL Contractor and the Operator) except where it is the unavoidable consequence of performing the Services; and

- (i) in undertaking the Services, will comply with all the safe working requirements of the WL Contractor and the Operator, including the reasonable instructions of the WL Contractor in relation to safety and site security while on the Construction Site.

4.4 Personnel

- (a) The Independent Certifier must provide experienced and skilled personnel to perform its obligations under this deed.
- (b) The Independent Certifier must ensure that the nominated people referred to in Schedule 3:
 - (i) perform the services required of their respective positions;
 - (ii) are not removed without the prior written consent of the Principal (which consent must not be unreasonably withheld or delayed, and will be deemed to have been given in relation to a party if no response has been received from that party within 7 days of the request for removal), and if any of the people are removed:
 - (A) they must be replaced by people of at least equivalent skill, expertise and experience, having regard to the indicative requirements set out in paragraph 2 of Schedule 3 to this deed;
 - (B) they must be approved in writing by the Principal, having regard to the indicative requirements set out in paragraph 2 of Schedule 3 to this deed; and
 - (C) there must be, prior to their removal and replacement, a proper handover to ensure that the new personnel have a reasonable understanding of the Project Agreements and the Services; and
 - (iii) are located in Sydney for the performance of the Services and are available for consultation as any party may reasonably require from time to time.
- (c) The Principal may direct the Independent Certifier to remove from the performance of the Services any of the people referred to in Schedule 3 and the Independent Certifier must comply promptly with any such direction and nominate a replacement.
- (d) The Independent Certifier must notify the Other Parties in writing of the names of the person or persons that are authorised to sign the certificates and documents referred to in Schedule 1 which the Independent Certifier is required to execute as part of the Services, and must ensure that these certificates and documents are signed by the person or persons so notified.
- (e) The Independent Certifier must make available additional personnel to the extent required by the Principal.
- (f) The Independent Certifier must ensure that the persons appointed to the positions of:
 - (i) the Independent Certifier's Project Director; and

- (ii) the Independent Certifier's Representative,
including any replacements, at all times:
- (iii) have the authority to act on behalf of and to bind the Independent Certifier in respect of the Services;
- (iv) have full authority to promptly execute documents (including any certifications) and to promptly make decisions in relation to the Services; and
- (v) have authority to bind the Independent Certifier in relation to any matter arising out of or in connection with the Services.

4.5 Subcontracting

- (a) Subject to clause 4.5(c), the Independent Certifier may not subcontract the performance of any of the Services without the prior written consent of the Other Parties (which consent must not be unreasonably withheld or delayed, and will be deemed to have been given in relation to a party if no response has been received from that party within 7 days of the request to subcontract).
- (b) The Independent Certifier remains responsible for the performance of the Services in accordance with this deed, notwithstanding any such subcontracting and will be liable for the acts and omissions of any subcontractor as if they were acts or omissions of the Independent Certifier.
- (c) Unless the Principal otherwise approves in writing, the Independent Certifier must contract with the subcontractors set out in Schedule 5 for the performance of the relevant parts of the Services.

4.6 Quality Assurance

- (a) The Independent Certifier must implement a quality system in accordance with AS/NZS ISO9000 and AS/NZS ISO9001, and otherwise in a form reasonably acceptable to the Other Parties to ensure compliance of the Services with the requirements of this deed.
- (b) The Independent Certifier will not be relieved of any requirement to perform any obligation under this deed as a result of:
 - (i) compliance with the quality assurance requirements of this deed; or
 - (ii) any acts or omissions of the Other Parties with respect to the quality assurance requirements of this deed, including any review of, comments upon, or notice in respect of, the Certification Plan or any audit under clause 4.11.

4.7 Information provided to Independent Certifier

- (a) The Independent Certifier is entitled to rely on information provided to it in accordance with the Station Delivery Deed by either of the Principal or the WL Contractor as being true and correct in all material respects unless:
 - (i) such information is:

- (A) manifestly incorrect;
 - (B) provided on a qualified basis; or
 - (C) actually known or ought to reasonably have been known by the Independent Certifier to be untrue or incorrect as a result of it carrying out the Services in accordance with, and to the standards acknowledged, required by, or warranted in this deed; or
- (ii) the Principal or the WL Contractor (as the case may be) subsequently informs the Independent Certifier of any change to the information provided to it.
- (b) The WL Contractor must provide to the Independent Certifier (with a copy to the Principal):
 - (i) the proposed design package structure, including the number of packages and associated description/naming, and a milestone program for staged submission of each design package in accordance with clause 4.5 of the Station Delivery Deed (**Design Submission Program**) within 25 Business Days of the date of this deed; and
 - (ii) an updated Design Submission Program each week during the period that the WL Contractor is carrying out design activities under the Station Delivery Deed.

4.8 Certification Plan

- (a) The Independent Certifier must prepare and submit to the Other Parties within 25 Business Days of the date of this deed a Certification Plan which must:
 - (i) be based on the Certification Methodology contained in Schedule 7;
 - (ii) meet or exceed the requirements of Schedule 4;
 - (iii) not reduce the effectiveness, methodology, scope, effect, resources or expertise contained in the Certification Methodology contained in Schedule 7; and
 - (iv) comply with the requirements for the Certification Plan in Schedule 4 of this deed.
- (b) The Other Parties may review the Certification Plan submitted under clause 4.8(a).
- (c) The Principal may, if the Certification Plan does not comply with this deed or if the Principal believes (after prior consultation with the WL Contractor and, as relevant, the Operator) that the Certification Plan does not provide the information required by Schedule 4, notify the Independent Certifier of the non-compliance.
- (d) If the Independent Certifier receives a notice under clause 4.8(c), the Independent Certifier must promptly submit an amended Certification Plan to the Other Parties, after which clause 4.8(b) will reapply.
- (e) If the Independent Certifier does not receive a notice under clause 4.8(c) within 15 Business Days after the submission of the relevant Certification Plan, the relevant Certification Plan submitted by the Independent Certifier will be the Certification

Plan with which the Independent Certifier must comply (as it is updated under clause 4.9).

4.9 Revisions to Certification Plan

- (a) The Independent Certifier must:
 - (i) progressively amend, update and develop the Certification Plan throughout the performance of the Services as necessary to reflect the commencement of new stages of the Project Works, any Modifications and any changes in the manner of performing the Services;
 - (ii) ensure that any amendments, updates or developments of the Certification Plan under clause 4.9(a)(i) are consistent with, and provide, the information set out in Schedule 4; and
 - (iii) submit each revision of the Certification Plan to the Other Parties for their review and comment.
- (b) The Other Parties may review the Certification Plan submitted under clause 4.9(a)(iii).
- (c) The Principal may, if the Certification Plan does not comply with this deed or the Principal believes (after prior consultation with the WL Contractor and, as relevant, the Operator) that the revised Certification Plan will lead to a reduction in the effectiveness, methodology, scope, effort, resources or expertise contained in the Certification Plan, notify the Independent Certifier of that non-compliance or reduction.
- (d) If the Independent Certifier receives a notice under clause 4.9(c), the Independent Certifier must promptly submit an amended Certification Plan to the Other Parties after which clause 4.9(b) will reapply.
- (e) The Other Parties owe no duty to the Independent Certifier to review the Certification Plan for errors, omissions or compliance with this deed.
- (f) Without limiting clauses 3.1(c) or 4.3(e), the Independent Certifier must not, either in the preparation of the Certification Plan required by clause 4.8 or the amending, updating and development of the Certification Plan required by clauses 4.9(a) and 4.9(d), decrease or otherwise reduce the effectiveness, methodology, performance and timing requirements, scope, effort, resources or expertise from that set out in the Certification Methodology contained in Schedule 7 or the then existing Certification Plan without the written approval of the Principal's Representative (after prior consultation with the WL Contractor and, as relevant, the Operator).
- (g) The Independent Certifier may not amend the Certification Plan other than in accordance with this clause 4.9.

4.10 Progress Reports by the Independent Certifier

The Independent Certifier must provide a monthly progress report to the Principal's Representative, the WL Contractor and the Operator no later than 5 Business Days after the end of the month and in such format as is required by the Principal's Representative, containing, identifying or setting out:

- (a) an executive summary of the Services undertaken by the Independent Certifier during the reporting period, which must include a summary and status of the key issues identified by the Independent Certifier in connection with the performance of the Project Works by the WL Contractor, including actions taken to address the issues in the reporting period and proposed future actions;
- (b) a high level summary of the Services proposed to be undertaken by the Independent Certifier in the forthcoming reporting period;
- (c) the Independent Certifier's current and predicted resourcing structure for the performance of the Services;
- (d) a summary of the Core Services Fee paid to date;
- (e) the forecast effort to complete the Design Phase Services and the Completion Phase Services (as applicable) and the estimated Core Services Fee that would be payable in respect of that effort based on the assumption that there is no applicable Upper Limiting Fee;
- (f) details of any actual or potential Defects or other non-compliances in the Project Works that it has identified during the reporting period; and
- (g) any additional information requested by the Other Parties from time to time.

4.11 **Audit and surveillance**

- (a) The Independent Certifier must:
 - (i) allow any audit of its quality assurance system under this deed by the Principal or a third party at, in the case of a third party, the request of the Other Parties or any one of the Other Parties; and
 - (ii) fully co-operate with the Principal or the relevant third party in respect of the carrying out of the quality assurance audit.
- (b) Without limiting the foregoing, the Independent Certifier must, at all times:
 - (i) give to the Principal or the third party access to premises occupied by the Independent Certifier where the Services are being undertaken; and
 - (ii) permit the Principal or the third party to inspect applicable information relevant to the quality assurance audit.

4.12 **Access to records**

The Independent Certifier must, within a reasonable time of any request, give the Other Parties access to any records or other documents received, prepared or generated by the Independent Certifier in the course of carrying out the Services. For the avoidance of doubt, the Operator is entitled to have access to such records and documents, including such records and documents as may have been created prior to the Operator acceding to this deed in accordance with clause 2 and the Accession Deed.

4.13 **Copies of notices and documents**

All notices and documents:

- (a) provided by the Independent Certifier to an Other Party must be copied to the other parties; and
- (b) provided by an Other Party to the Independent Certifier must be provided by the Independent Certifier to the other parties.

4.14 **Co-operation with Other Independent Certifiers**

- (a) The parties acknowledge and agree that:
 - (i) the WL Contractor's Activities interface with the Interface Work; and
 - (ii) another independent certifier may be engaged by the Principal (**Other Independent Certifier**) to certify that any Interface Work has been designed and constructed in accordance with the requirements of the relevant Interface Contract.
- (b) Without limiting or otherwise affecting any of the Independent Certifier's obligations under this deed, the Independent Certifier must co-operate with Other Independent Certifiers, and do everything reasonably necessary to facilitate Other Independent Certifiers to certify the design and construction of Interface Work, including providing Other Independent Certifiers with such assistance or information as may be directed by the Principal's Representative.
- (c) The Independent Certifier must ensure that the Principal is provided with a copy of any written communication given by the Independent Certifier to an Other Independent Certifier within 2 Business Days of providing the same to that Other Independent Certifier.

4.15 **Document management and transmission**

- (a) Without limiting clause 12.1, the Independent Certifier must manage and transmit documents, including using an electronic medium (such as the PDCS) where required by the Principal's Representative, in accordance with the processes, procedures and systems in the SWTC or as otherwise required by the Principal's Representative.
- (b) Documents supplied by the Principal to the Independent Certifier will remain the property of the Principal and must be returned by the Independent Certifier to the Principal on demand in writing. The documents must not, without the prior written approval of the Principal, be used, copied or reproduced for any purpose other than the execution of the Services.
- (c) The Independent Certifier must keep all the Independent Certifier's records relating to the Services in a secure and fire proof storage.
- (d) The Independent Certifier will not be entitled to make, and the Principal or the WL Contractor will not be liable upon, any claim arising out of or in any way in connection with complying with its obligations under this clause 4.15.
- (e) The Independent Certifier must ensure that any documentation that it provides to the Principal or the WL Contractor in computer readable form contains no virus or computer software code which is intended or designed to:
 - (i) permit access to or use of a computer system by a third person not authorised by the Principal; or

- (ii) disable, damage or erase, or disrupt or impair the normal operation of any other software or data on a computer system.

5. INDEPENDENCE, CONFIDENTIALITY AND EXCLUSIVITY

5.1 Independent Certifier to be independent

- (a) The Independent Certifier warrants to the Other Parties that in performing the Services, it will act:
 - (i) independently of the Other Parties;
 - (ii) honestly and reasonably;
 - (iii) with the degree of professional care, knowledge, skill, expertise, experience and diligence which would be reasonably expected of a professional providing services similar to the Services within the design and construction industry generally and the design and construction of major engineering works in particular; and
 - (iv) within the times prescribed under the Project Agreements or as anticipated by the WL Contractor's Program, or such other programs that become relevant to the performance of the Services during the Term.
- (b) Without limiting clause 5.3(a), the parties acknowledge that:
 - (i) the Independent Certifier has been engaged by the Principal and the WL Contractor prior to the Operator having been engaged by the Principal;
 - (ii) when the Operator has been engaged by the Principal, the Operator will accede to this deed;
 - (iii) the Independent Certifier is obliged to act independently of the Operator;
 - (iv) the Independent Certifier may (after consultation with the Other Parties) be engaged by the Operator in relation to the OTS2 Project Works but must demonstrate to the satisfaction of the parties that it has sufficient separation procedures in place to permit it to act independently of the Operator;
 - (v) the WL Contractor may not make any claim against the Principal or (to the extent that the Independent Certifier complies with this deed) the Independent Certifier arising out of or in any way in connection with the Independent Certifier being engaged by the Operator in relation to the OTS2 Project Works; and
 - (vi) neither the Principal, the WL Contractor nor (from the Accession Date) the Operator may challenge a decision of the Independent Certifier on the basis that the Independent Certifier lacks independence solely because it is engaged by the Operator in relation to the OTS2 Project Works.

5.2 Confidentiality

The Independent Certifier must:

- (a) keep confidential details of this deed and all information and documents provided to, or by, the Independent Certifier relating to the Services, the Project Works, this

deed, the Project Agreements or the Sydney Metro City & Southwest and not provide, disclose or use the information or documents except:

- (i) to disclose them to the Other Parties;
 - (ii) for the purposes of performing the Services;
 - (iii) where required by Law or to obtain legal advice on this deed; or
 - (iv) with the prior written consent of the Other Parties; and
- (b) ensure that its subcontractors comply with the terms of clause 5.2(a).

This obligation will survive completion of the Services or the termination of this deed.

5.3 **Exclusivity**

(a) The Independent Certifier must not, and must procure that:

- (i) any related body corporate (as defined by sections 9 and 50 of the *Corporations Act 2001* (Cth)) of the Independent Certifier; and
- (ii) any employees, agents, subcontractors and consultants who are involved in the provision of the Services,

do not, from the date of execution of this deed until the date of expiry of the Term in accordance with clause 3.2:

- (iii) have any direct or indirect involvement (whether under contract or any other arrangement):
 - (A) with the WL Contractor or any of its contractors, consultants or providers, or the Operator or any of its contractors, consultants or providers in relation to the Project Agreements; or
 - (B) in the Project Agreements; or
- (iv) provide services to or advise any other person in relation to the Project Agreements,

other than the provision of the Services under this deed, except with the prior written consent of the Principal which may be withheld or granted (after consultation with the Other Parties) in its absolute discretion.

(b) The Independent Certifier agrees that:

- (i) having regard to the Project Agreements and the Services, clause 5.3 is reasonable as regards the nature of the involvement restrained and the duration and scope of the restraint and that the restraints are reasonably necessary for the probity of the Project Agreements and to ensure the best value for money of the Project Agreements; and
- (ii) damages may not be a sufficient remedy for a breach of clause 5.3 and the Other Parties may be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the

Independent Certifier, in addition to any other remedies available at Law or in equity.

6. OBLIGATIONS OF THE OTHER PARTIES

6.1 No interference or influence

- (a) The Other Parties will not interfere with or attempt to improperly influence the Independent Certifier in the performance of any of the Services. The parties acknowledge that any communication allowed by this deed will not of itself constitute a breach of this clause.
- (b) Clause 6.1(a) will not prevent the Other Parties from providing written comments in accordance with the Project Agreements to the Independent Certifier in respect of the Design Documentation or any other aspect of the WL Contractor's Activities (including in connection with the Independent Certifier's determination of whether Milestone Achievement of any Milestone or Substantial Completion or Completion of any Portion has been achieved by the WL Contractor) and the Independent Certifier must consider any such comments received from the Other Parties.

6.2 Co-operation

- (a) Without limiting or otherwise affecting any of the WL Contractor's obligations under this deed or the Project Agreements, the WL Contractor must:
 - (i) co-operate with and provide the Independent Certifier with all information and documents necessary or reasonably required by the Independent Certifier, or otherwise reasonably requested by the Independent Certifier or directed by the Principal;
 - (ii) allow the Independent Certifier to attend all meetings and procure for the Independent Certifier access to all premises as may be reasonably necessary to enable the Independent Certifier to perform the Services or as reasonably requested by the Independent Certifier or directed by the Principal, including allowing the Independent Certifier to have safe, convenient and unimpeded access to the Construction Site and any Extra Land and all areas where the Project Works are being performed, from the date on which the WL Contractor is provided with access under the Station Delivery Deed; and
 - (iii) ensure that hold points and witness points are included in the WL Contractor's Program as reasonably required by the Independent Certifier to enable the Independent Certifier to perform the Services.
- (b) The WL Contractor must ensure that the Principal is provided with a copy of any written communication given by the WL Contractor to the Independent Certifier within 2 Business Days of providing the same to the Independent Certifier.
- (c) The Operator must ensure that the Principal is provided with a copy of any written communication given by the Operator to the Independent Certifier within 2 Business Days of providing the same to the Independent Certifier.

6.3 Principal to have no liability

Each party acknowledges that the Principal is not liable, nor will be taken to have a liability, or to have assumed a liability or become (on enforcement of any of their powers or otherwise) liable:

- (a) to any party to this deed by reason of the Principal being a party to this deed; or
- (b) for the performance of any obligation of the WL Contractor, the Operator or the Independent Certifier under this deed or under any Project Agreement.

7. ADDITIONAL SERVICES, CHANGES TO CORE SERVICES, SUSPENSION OF SERVICES AND APPOINTMENT OF SUBSTITUTE CERTIFIER

7.1 Additional Services

- (a) At any time during the Term, the Principal may issue an Additional Services Order to the Independent Certifier including the following details:
 - (i) a description of the Additional Services to be performed by the Independent Certifier under the Additional Services Order, including:
 - (A) the program for carrying out the Additional Services;
 - (B) the personnel required to perform the Additional Services; and
 - (C) the estimated number of hours or days (as applicable) required to be performed by each personnel; and
 - (ii) the Additional Services Fee payable by the Principal for the performance of the Additional Services the subject of the Additional Services Order, which must be:
 - (A) calculated by reference to the schedule of rates set out in the Payment Schedule; or
 - (B) if the nature of the services are such that the schedule of rates set out in the Payment Schedule is not applicable, based on reasonable rates and prices.
- (b) The Independent Certifier must, within five Business Days of receipt of the Additional Services Order, provide the Principal with a notice either:
 - (i) accepting the Additional Services Order; or
 - (ii) containing detailed written reasons why it cannot accept the Additional Services Order.
- (c) An Additional Services Order is deemed accepted for all purposes under this deed if no notice is received by the Principal from the Independent Certifier in accordance with clause 7.1(b).
- (d) If an Additional Services Order is accepted or deemed to be accepted by the Independent Certifier under this clause 7.1:

- (i) the Additional Services set out in that Additional Services Order become part of the Services and must be performed in accordance with this deed; and
 - (ii) the Additional Services Fee (if any) set out in that Additional Services Order becomes part of the Fee and must be paid in accordance with this deed.
- (e) The Principal is not obliged to issue any Additional Services Order to the Independent Certifier under clause 7.1(a).
- (f) The Independent Certifier acknowledges that:
- (i) the Principal has made no representations as to the amount of work (if any) which the Principal may request the Independent Certifier to perform under Additional Services Orders;
 - (ii) the Independent Certifier may not make any claim against the Principal on the basis that the Principal has not requested or engaged the Independent Certifier to perform any or sufficient work under Additional Services Orders; and
 - (iii) the Principal is entitled to engage other contractors to perform services similar to the Services.

7.2 Change to Core Services

Without limiting clause 7.1, the Principal (after prior consultation with the WL Contractor and, as relevant, the Operator) may, by written notice to the Independent Certifier, direct the Independent Certifier to carry out a change to the Core Services (including an addition or omission) and the Independent Certifier must comply with that direction.

7.3 Suspension of Services

The Principal (after prior consultation with the WL Contractor and, as relevant, the Operator) may, by written notice to the Independent Certifier (copied to the WL Contractor and the Operator), direct the Independent Certifier to suspend any or all of the Services for the period of time specified in the notice.

7.4 Appointment of Substitute Certifier

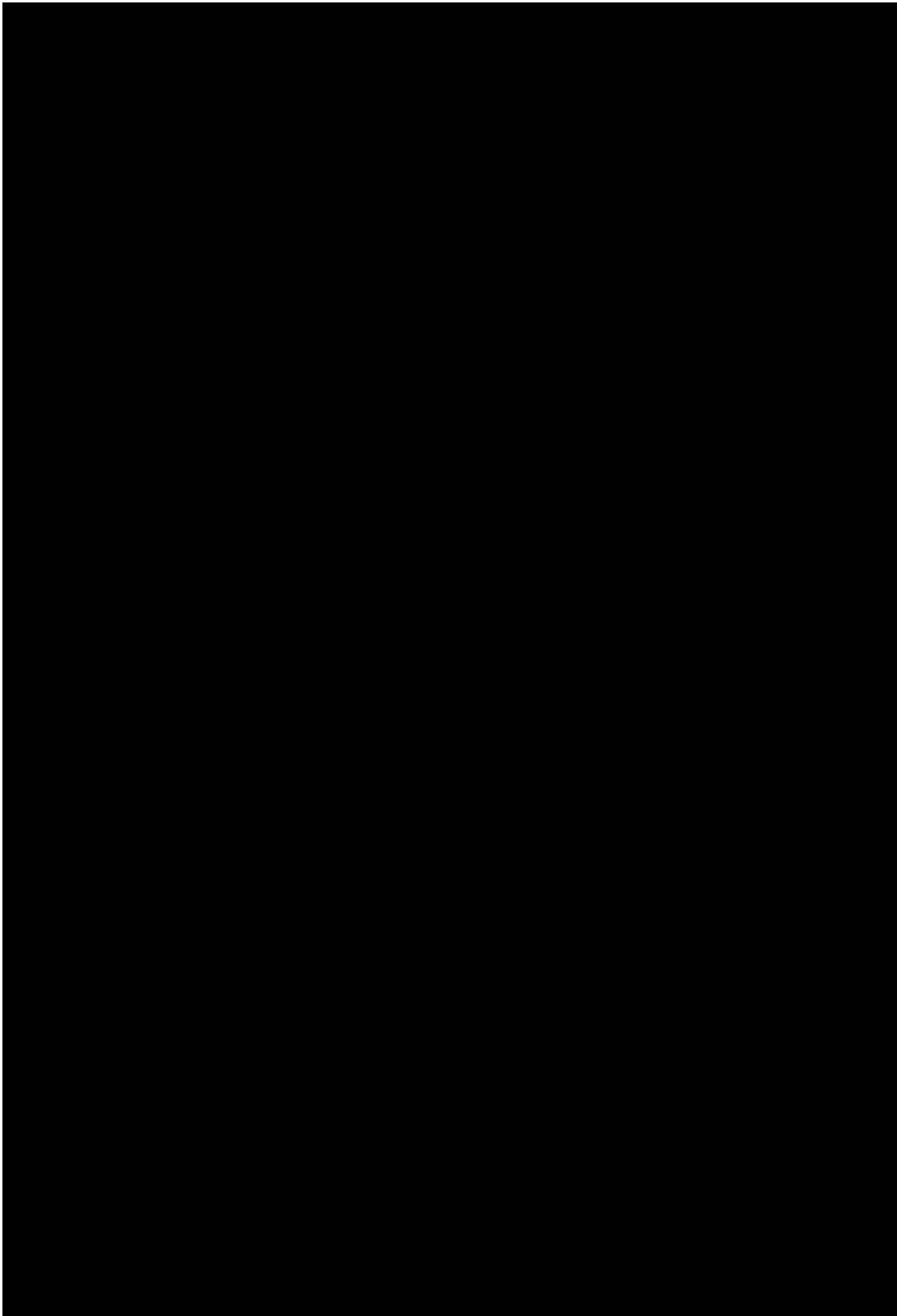
- (a) The Independent Certifier acknowledges and agrees that the Principal may, after consultation with the Other Parties, appoint another certifier (**Substitute Certifier**) to carry out those Services which are omitted as a result of a change to the Core Services directed under clause 7.2, and any decision of a Substitute Certifier appointed will be treated (between the Principal, the WL Contractor, the Operator and the Independent Certifier) as if it is a decision of the Independent Certifier, and the Substitute Certifier will have all of the rights, powers and obligations of the Independent Certifier under the Project Agreements in connection with those Services.
- (b) Notwithstanding a change to the Core Services or the appointment of a Substitute Certifier, the Independent Certifier must continue to perform the Services, as varied in accordance with this clause 7, in accordance with this deed. Without prejudice to any claim in respect of the performance of the Independent Certifier, the Independent Certifier is not responsible for the performance of the Substitute Certifier.

8. **LIABILITY, INSURANCE AND INDEMNITY**

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9. **DISPUTE RESOLUTION**

9.1 **Procedure for resolving disputes**

- (a) The parties agree that they will attempt to resolve all disputes in accordance with the procedures set out in this clause 9.
- (b) It is a condition precedent to the referral of a dispute to litigation that a party first exhausts the procedures referred to in clause 9.2.

9.2 **Negotiation**

- (a) If a dispute arises, then a party to the dispute may give notice to the other parties to the dispute, requesting that the dispute be referred for resolution to the respective chief executive officers of those parties to the dispute.
- (b) A notice under clause 9.2(a) must:
 - (i) be in writing;
 - (ii) state that it is a notice under this clause 9.2; and

- (iii) include, or be accompanied by, reasonable particulars of the matters in dispute.
- (c) If a dispute is referred to the persons referred to in clause 9.2(a) (**Dispute Representatives**), then the Dispute Representatives (or the persons for the time being acting in those positions) must meet and use reasonable endeavours acting in good faith to resolve the dispute (in whole or in part) within 10 Business Days of the date on which the notice under clause 9.2(a) is received. The joint decisions (if any) of the Dispute Representatives must be reduced to writing within the 10 Business Days referred to in this clause 9.2(c) and will be contractually binding on the parties to the dispute.
- (d) The 10 Business Days referred to in clause 9.2(c) may be extended by agreement of the parties to the dispute in writing.

9.3 Continue to perform

Notwithstanding the existence of a dispute, each of the Other Parties and the Independent Certifier must continue to perform their obligations under this deed.

10. TERMINATION OF APPOINTMENT

10.1 Notice of termination

Following consultation with the Other Parties, the Principal may terminate the appointment of the Independent Certifier under this deed by notice in writing served on the Independent Certifier (copied to the WL Contractor and the Operator) if:

- (a) the Independent Certifier is in breach of this deed and the breach is not remediable in the reasonable opinion of the Principal;
- (b) the Independent Certifier is in breach of this deed and the breach, being remediable in the reasonable opinion of the Other Parties, has not been remedied within 7 days of the service by the Principal of a notice specifying the breach and requiring the breach to be remedied;
- (c) an Insolvency Event occurs in relation to the Independent Certifier; or
- (d) the Principal in its absolute discretion for any reason whatsoever serves on the Independent Certifier a notice of termination of the appointment of the Independent Certifier in respect of the Services, on a date specified in the notice, being not less than 15 Business Days after the date of issue of the notice.

10.2 Termination

Where a notice is served on the Independent Certifier under clause 10.1, the appointment of the Independent Certifier will terminate upon the earlier of:

- (a) the date specified in the notice issued under clause 10.1; or
- (b) the appointment of a replacement for the Independent Certifier.

10.3 Delivery of documents

Upon the earlier of the date of termination of the appointment of the Independent Certifier and the date of completion of the Services, the Independent Certifier:

- (a) must deliver up to the Other Parties or to such other person as the Other Parties may direct, all books, records, drawings, specifications and other documents in the possession, custody or control of the Independent Certifier relating to the Services;
- (b) may retain a copy of those books, records, drawings, specifications and other documents referred to in clause 10.3(a) for the sole purpose of business record keeping, insurance and quality assurance, subject to the Independent Certifier complying with its confidentiality obligations under clause 5.2; and
- (c) acknowledges that the Other Parties have the right to use all such documents for any purposes in connection with the Sydney Metro City & Southwest, the Project Works, the WL Contractor's Activities or the Project Agreements, provided that the Independent Certifier will have no liability to the Other Parties in relation to any documents handed over pursuant to clause 10.3(a) unless such documents have been formally issued and marked as final by the Independent Certifier.

10.4 **Reasonable assistance**

Where the Other Parties give a notice under clause 10.1 of termination of the appointment of the Independent Certifier, the Independent Certifier must provide full assistance to the Other Parties and any appointed replacement for the Independent Certifier in order to enable such replacement to be in a position to perform the Services with effect from the appointment of such replacement.

10.5 **Payment until date of termination**

Where the appointment of the Independent Certifier is terminated under clause 10.1(d), the Independent Certifier is only entitled to be paid by the Principal the proportion of the Fee for Services performed up to the date of the termination.

10.6 **Termination without prejudice**

Termination of the appointment of the Independent Certifier will be without prejudice to any claim which any of the Other Parties may have in respect of any breach of the terms of this deed which occurred prior to the date of termination.

10.7 **Survive termination**

This clause 10 will survive the termination of this deed by the Other Parties under clause 10.1.

10.8 **Rights upon termination**

If the appointment of the Independent Certifier is terminated pursuant to clauses 10.1(a) to 10.1(c), the parties' remedies, rights and liabilities will be the same as they would have been under the Law governing the deed had the Independent Certifier repudiated the deed and the Other Parties elected to treat the deed as at an end and recover damages.

11. **GST**

- (a) Except where the context suggests otherwise, terms used in this clause 11 have the meaning given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (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 11.
- (c) Unless otherwise expressly stated, all consideration to be provided under this deed (other than under this clause 11) is exclusive of GST. 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 11.
- (d) Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense or other amount paid or incurred will be limited to the total costs, 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 under or in connection with this deed, then any party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply must pay an additional amount to the Supplier equal to the amount of that GST at the same time as any other consideration is to be first provided for that supply.
- (f) The Supplier must provide a tax invoice to the Recipient at the same time as any consideration is to be first provided for that supply.
- (g) If the GST payable in relation to a supply made under or in connection with this deed varies from the additional amount paid by the Recipient under clause 11(e), 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. Any payment, credit or refund under this clause 11(g) is deemed to be a payment, credit or refund of the additional amount payable under clause 11(e). If any adjustment event occurs in relation to a supply, the Supplier must give the Recipient an adjustment note event within 7 days after the date of the adjustment event.

12. GENERAL

12.1 Notices

- (a) Wherever referred to in this clause 12.1, "**Notice**" means each communication (including each notice, consent, approval, request and demand) under or in connection with this deed.
- (b) At any time and from time to time the Principal's Representative may notify the Independent Certifier that a PDCS will be used for giving Notices under or in connection with this deed. The Principal's Representative's notice will set out:
 - (i) the name of the relevant PDCS;
 - (ii) the commencement date for use of the PDCS;
 - (iii) any password, login details or similar information required for the Independent Certifier to use the PDCS; and
 - (iv) any other information reasonably necessary for the use and service of Notices via the PDCS.
- (c) Each Notice must:

- (i) before the date referred to in clause 12.1(b):
 - (A) be in writing;
 - (B) be addressed as follows (or as otherwise notified by that party to each other party from time to time):
 - (aa) to the Principal's Representative:

Address: [REDACTED]
Email: [REDACTED]
Attention: [REDACTED]

Any Notice in relation to a Claim or a Dispute must also be addressed to the General Counsel – Sydney Metro and sent to [REDACTED]

- (bb) to the Independent Certifier:

Address: [REDACTED]
Email: [REDACTED]
Attention: [REDACTED]

- (cc) to the WL Contractor:

Address: [REDACTED]
Email: [REDACTED]
Attention: [REDACTED]

- (ii) on and from the commencement date for use of the PDCS referred to in clause 12.1(b):
 - (A) be sent through the PDCS in accordance with the requirements set out in clause 12.1(e); and
 - (B) in circumstances where the PDCS is temporarily disabled or not operating for a period in excess of 2 hours, be issued in accordance with clause 12.1(c)(i).

- (d) A communication is taken to be received by the addressee:
 - (i) (in the case of a Notice sent through the PDCS) at the time recorded on the PDCS as being the time at which the Notice was sent;
 - (ii) (in the case of prepaid post sent to an address in the same country) 2 Business Days after the date of posting;

- (iii) (in the case of international post) 7 Business Days after the date of posting;
and
- (iv) (in the case of delivery by hand) on delivery; and
- (v) (in the case of email):
 - (A) if it is transmitted by 5:00pm (Sydney time) on a Business Day – on that Business Day; or
 - (B) if it is transmitted after 5:00pm (Sydney time) on a Business Day, or on a day that is not a Business Day – on the next Business Day.
- (e) With respect to Notices sent through the PDCS:
 - (i) all Notices must be submitted by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
 - (ii) only the text in any Notice, or subject to clause 12.1(e)(iii), any attachments to such Notice which are referred to in the Notice, will form part of the Notice. Any text in the subject line will not form part of the Notice; and
 - (iii) an attachment to a Notice will only form part of a Notice if it is uploaded to the PDCS in:
 - (A) pdf format;
 - (B) a format compatible with Microsoft Office; or
 - (C) such other format as may be agreed between the parties in writing from time to time.
- (f) The Independent Certifier warrants that it will:
 - (i) ensure that it has internet access which is sufficient to facilitate use of the full functionality of the PDCS;
 - (ii) ensure that relevant personnel log on and use the PDCS and check whether Notices have been received on each Business Day;
 - (iii) comply with any user guide and protocol with respect to the PDCS provided by the Principal to the Independent Certifier from time to time;
 - (iv) ensure all relevant personnel attend all necessary training required by the Principal's Representative;
 - (v) advise the Principal's Representative of which personnel require access to the PDCS;
 - (vi) at all times, ensure that it has access to personnel trained in the use of the PDCS so as to be able to view, receive and submit communications (including Notices) using the PDCS; and

- (vii) as soon as practicable, at the first available opportunity following any period of time during which the PDCS is temporarily disabled or not operating, send all communications which have been issued pursuant to clause 12.1(c)(ii)(B) to the Principal's Representative through the PDCS.
- (g) If the Independent Certifier is an unincorporated joint venture and one of the joint venturers is, a foreign company (as defined in the Corporations Act), the Independent Certifier must:
 - (i) appoint a local process agent acceptable to the Principal as its agent to accept service of process under or in any way in connection with this deed. The appointment must be in a form acceptable to the Principal and may not be revoked without the Principal's consent; and
 - (ii) obtain the process agent's consent to the appointment.
- (h) The Principal has no liability for any losses the Independent Certifier may suffer or incur arising out of or in connection with its access to or use of the PDCS or any failure of the PDCS, and the Independent Certifier will not be entitled to make, and the Principal will not be liable upon, any claim against the Principal arising out of or in connection with the Independent Certifier's access to or use of the PDCS or any failure of the PDCS.
- (i) Wherever this deed requires the Independent Certifier to provide any documents, notices or other communications to the Operator, the Independent Certifier must address such communications to the Operator:
 - (i) at the address notified to the Independent Certifier by the Principal; or
 - (ii) if required by the Principal, by way of the PDCS.

12.2 **Governing Law**

This deed is governed by and must be construed according to the law applying in New South Wales.

12.3 **Jurisdiction**

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts competent to determine appeals from those courts, with respect to any action or proceedings which may be brought at any time relating in any way to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any action or proceedings, and any claim it may now or in the future have that any action or proceedings have been brought in an inconvenient forum, if that venue falls within clause 12.3(a).

12.4 **Principal as a public authority**

- (a) This deed will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of the Principal to exercise any of its functions and powers pursuant to any Law.

- (b) Each of the Independent Certifier, the WL Contractor and the Operator acknowledges and agrees that, without limiting clause 12.4(a), anything which the Principal does, fails to do or purports to do pursuant to its functions and powers under any Law will be deemed not to be an act or omission by the Principal under this deed and will not entitle any of the Independent Certifier, the WL Contractor or the Operator to make any claim against the Principal.
- (c) The parties agree that clauses 12.4(a) and 12.4(b) are taken not to limit any liability which the Principal would have had to the Independent Certifier, the WL Contractor or the Operator under this deed as a result of a breach by the Principal of a term of this deed but for clauses 12.4(a) and 12.4(b) of this deed.

12.5 Amendments

This deed may only be varied by a deed executed by or on behalf of each of the parties.

12.6 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by Law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by Law or under this deed.
- (b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

12.7 Cost of performing obligations

Each party must, unless this deed expressly provides otherwise, pay its own costs and expenses in connection with performing its obligations under this deed.

12.8 Further acts and documents

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 another party to give effect to this deed.

12.9 Consents

A consent required under this deed from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless this deed expressly provides otherwise.

12.10 Assignment

- (a) Assignment by the Independent Certifier

The Independent Certifier cannot assign, novate or otherwise transfer any of its rights, interests or obligations under this deed without the prior written consent of the Principal and except on such terms as are determined in writing by the Principal.

(b) Assignment by the WL Contractor

The WL Contractor cannot assign, novate or otherwise transfer any of its rights, interests or obligations under this deed without the prior written consent of the Principal and except on such terms as are determined in writing by the Principal.

(c) Assignment and novation by the Principal

(i) Without limiting clause 12.11, the Principal may:

(A) assign, novate or otherwise transfer all or any part of its rights under this deed without the Independent Certifier, WL Contractor or the Operator's prior approval, provided that the assignee, novatee or transferee (as applicable) is also a party to whom the Principal is assigning, novating or transferring its rights under the Station Delivery Deed in accordance with the terms of the Station Delivery Deed; and

(B) not otherwise assign, novate or otherwise transfer all or any part of its rights under this deed without each of the Other Parties' prior written consent (which must not be unreasonably withheld or delayed),

and may disclose to a proposed assignee, novatee or transferee any information in the possession of the Principal relating to the Independent Certifier, WL Contractor or the Operator.

(ii) The Independent Certifier, the WL Contractor and, from the Accession Date, the Operator agree to such assignment, novation or transfer such that no further consent is required.

(iii) In the case of a novation by the Principal under this clause:

(A) the Principal will be released from its obligations under this deed and the respective rights of the Principal, the Independent Certifier, the WL Contractor and, from the Accession Date, the Operator against one another under this deed will cease;

(B) the novated agreement will be on the same terms as this deed, such that the incoming party, the Independent Certifier, the WL Contractor and, from the Accession Date, the Operator will assume the same obligations to one another and acquire the identical rights against one another as the rights and obligations discharged under clause 12.10(c)(iii)(A), except that the incoming party replaces the Principal for all purposes under the agreement; and

(C) the Independent Certifier, the WL Contractor and, from the Accession Date, the Operator consent to the disclosure by or on behalf of the Principal to the incoming party of their confidential information for the purposes of the novation.

(iv) The Principal may at any time enter into any subcontracting, delegation or agency agreements or arrangements in relation to any of its functions.

12.11 Transfer of functions or Public Transport Agency assets

- (a) The parties acknowledge that:
- (i) a Public Transport Agency may be reconstituted, renamed, dissolved, replaced or restructured and that some or all of the powers, functions, assets, rights, liabilities or responsibilities of a Public Transport Agency may be transferred to or vested in another entity;
 - (ii) if a Public Transport Agency is reconstituted, renamed, dissolved, replaced or restructured and/or some or all of that Public Transport Agency's powers, functions, rights or responsibilities are transferred to or vested in another entity, then unless otherwise notified by the Public Transport Agency, references in this deed to that Public Transport Agency must, subject to any facilitative legislation, be deemed to refer, as applicable, to the reconstituted, renamed, restructured or new entity or entity replacing that Public Transport Agency to the extent that such entity has assumed or has had transferred to it or vested in it those powers, functions, rights or responsibilities; and
 - (iii) a Public Transport Agency may be required to or may, at its absolute discretion, elect to (including as a result of changes to New South Wales government policy or directions) acquire, or dispose of, any property or assets.
- (b) The Independent Certifier, the WL Contractor and, from the Accession Date, the Operator acknowledge and agree that they must, to the extent required by a Public Transport Agency and without limiting any facilitative legislation, negotiate in good faith any variations required to this deed, or any replacement agreement or agreements for this deed to give effect to a Public Transport Agency being reconstituted, renamed, dissolved, replaced or restructured.
- (c) The Independent Certifier, the WL Contractor and, from the Accession Date, the Operator will be taken for all purposes to have consented to, and will not have, and no Public Transport Agency will be liable for, any claim as a result of any action, matter or circumstance referred to in, or contemplated by this clause 12.11.
- (d) For the purposes of this clause 12.11, "another entity" means a government or semi-government entity including any agency, statutory corporation, statutory authority, department or state owned corporation.

12.12 Replacement body

Where a reference is made to any Authority, institute, association, body, person or organisation (**Former Body**) which is reconstituted, renamed, replaced, ceases to exist or has its powers or functions transferred to another Authority, institute, association, body, person or organisation, that reference will be deemed to refer to the Authority, institute, association, body, person or organisation (**Replacement Body**) which then serves substantially the same powers, functions or objects as the Former Body. Any reference to any senior officer of the Former Body will be to the equivalent senior officer of the Replacement Body.

12.13 Counterparts

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

12.14 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 deed, except for representations or inducements expressly set out in this deed.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this deed.

12.15 Expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating and preparing this deed.

12.16 Entire agreement

To the extent permitted by Law, in relation to its subject matter, this deed (together with the Accession Deed from the time of accession by the Operator):

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

12.17 Indemnities

- (a) Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this deed.
- (c) A party must pay on demand any amount it must pay under an indemnity in this deed.

12.18 No agency, partnership, joint venture or other fiduciary relationship

Nothing in this deed will be construed or interpreted as:

- (a) conferring a right in favour of any party to enter into any commitment on behalf of another party or otherwise to act as agent of another party; or
- (b) constituting the relationship between any two or more of the parties (or all of the parties) as that of partners, joint venturers or any other fiduciary relationship.

12.19 **Severance**

If at any time any provision of this deed is or becomes void, illegal, invalid or unenforceable in any respect under the law of any jurisdiction, then that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this deed; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this deed.

12.20 **Moratorium legislation**

To the fullest extent permitted by Law, the provisions of all Laws which at any time operate directly or indirectly to lessen or affect in favour of a party any obligation under this deed, or to delay or otherwise prevent or prejudicially affect the exercise by a party of any right, power or remedy under this deed or otherwise, are expressly waived.

13. **AUSTRALIAN GOVERNMENT REQUIREMENTS**

- (a) The Independent Certifier:
 - (i) declares as at the date of this deed; and
 - (ii) must ensure during the term of this deed,
that, in relation to the Services, it and its subcontractors, consultants and each related entity:
 - (iii) complies with, and acts consistently with, the Building Code;
 - (iv) meets the requirements of section 11 of the Building Code;
 - (v) is not subject to an Exclusion Sanction or a formal warning that any further failure to comply with the Building Code may result in the imposition of an Exclusion Sanction;
 - (vi) has not been the subject of an adverse decision, direction or order, or failed to comply with a decision, direction or order, made by a court or tribunal for a breach of the BCIIIP Act, a designated building law, work health and safety law, competition and consumer law or the *Migration Act 1958* (Cth) (other than a decision, direction or order that is stayed or has been revoked);
 - (vii) has not been required to pay any amount under an adjudication certificate or owed any unsatisfied judgement debts to a building contractor or building industry participant (as those terms are defined in the BCIIIP Act);
 - (viii) only uses products that comply with the relevant Australian standards published by, or on behalf of, Standards Australia;
 - (ix) unless approved by the ABC Commissioner, is not excluded from performing Building Work funded by a state or territory government; and
 - (x) complies with the Workplace Relations Management Plan approved by the ABCC in accordance with Part 6 of the Building Code.

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- (b) The Independent Certifier acknowledges and agrees that compliance with the Building Code does not relieve the Independent Certifier from any responsibility or obligation under this deed.
- (c) The Independent Certifier must promptly:
 - (i) notify the ABCC of:
 - (A) any breach or suspected breach of the Building Code as soon as practicable, but no later than 2 Business Days after becoming aware of the breach or suspected breach, and advise the ABCC of the steps proposed to be taken by the Independent Certifier to rectify the breach; and
 - (B) the steps taken to rectify any breach of the Building Code within 10 days of providing a notification under clause 13(c)(i)(A); and
 - (ii) give the Principal a copy of any notification given by the Independent Certifier to the ABCC under clause 13(c)(i) and respond to any requests for information by the Principal concerning matters related to the Building Code so as to enable the Principal to comply with its obligations under section 28 of the Building Code.
- (d) The Independent Certifier acknowledges the powers and functions of the ABC Commissioner and the ABCC under the BCIIP Act and the Building Code and must ensure that it (and must procure that its subcontractors, consultants and each related entity) complies with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including requests:
 - (i) for entry under section 72 of the BCIIP Act;
 - (ii) to interview any person under section 74 of the BCIIP Act;
 - (iii) to produce records or documents under sections 74 and 77 of the BCIIP Act; and
 - (iv) for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.
- (e) The Independent Certifier must not enter into a subcontract for any aspect of the Services unless:
 - (i) the subcontractor has submitted a Declaration of Compliance, including the further information outlined in Attachment A to the Declaration of Compliance, which the Independent Certifier agrees is substantially in the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code; and
 - (ii) the subcontract with the subcontractor includes an equivalent clause to this clause 13.
- (f) The Independent Certifier must provide the Commonwealth with any subcontractor's Declaration of Compliance referred to in clause 13(e) promptly upon request.

- (g) The Independent Certifier must maintain adequate records of the compliance with the Building Code by:
 - (i) the Independent Certifier;
 - (ii) the subcontractors;
 - (iii) the Independent Certifier's consultants; and
 - (iv) any related entity of the Independent Certifier.
- (h) For the purposes of this clause 13, "related entity" has the meaning given to that term in subsection 3(2) of the Building Code.

SCHEDULE 1
CORE SERVICES

1. GENERAL

- (a) The Independent Certifier is engaged to certify that the WL Contractor has designed and constructed the Project Works in accordance with the requirements of the relevant sections of the Station Delivery Deed.
- (b) The Independent Certifier must:
 - (i) at all times:
 - (A) act independently of the Principal and the WL Contractor; and
 - (B) be familiar with its role, functions, obligations, duties and services (express or implied) under this deed;
 - (ii) in carrying out its obligations under this deed, review and have regard to all:
 - (A) documents and information made available to the Independent Certifier by the Principal; and
 - (B) comments provided by the Principal's Representative in respect of the WL Contractor's Activities; and
 - (iii) provide no lesser levels of resourcing than that detailed in Schedule 3.
- (c) Without limiting paragraph 1(b)(ii)(A), the documents and information that the Principal may make available to the Independent Certifier include:
 - (i) minutes in respect of each meeting referred to in paragraph 2.1(a);
 - (ii) monthly reports submitted by the WL Contractor;
 - (iii) reports submitted by the WL Contractor in relation to any Defects that it detects (including all action proposed to correct that Defect);
 - (iv) reports or results of any on-site or off-site inspection, testing and audits regarding quality or compliance; and
 - (v) any other reports, notices, correspondence and other documents in relation to any actual or potential non-compliance with the Station Delivery Deed.
- (d) The Core Services include:
 - (i) all the functions, obligations, duties and services set out in this Schedule 1; and
 - (ii) all things which would be reasonably expected of a professional performing those functions, obligations, duties and services.

- (e) In performing the Design Phase Services set out in paragraph 2.2:
 - (i) the Independent Certifier is not required to carry out "first principles" calculations or "proof engineering" in connection with the Design Documentation; and
 - (ii) the scope of Design Documentation that the Independent Certifier will be required to review and certify under this deed will be limited to the Design Documentation provided to the Independent Certifier by the Principal.

2. CORE SERVICES UNDER THE STATION DELIVERY DEED

2.1 General Services

The Independent Certifier must, throughout the Term:

- (a) ensure that a representative attends:
 - (i) a monthly progress meeting with the Principal's Representative within 5 Business Days of the submission of each monthly progress report to the Principal's Representative in accordance with clause 4.10 of this deed; and
 - (ii) in respect of the submission of Design Documentation for each key design pack (an indicative list of which is set out in Exhibit 1 (*Indicative list of key WL Contractor submissions*)):
 - (A) one meeting prior to submission of the Design Documentation for each design stage; and
 - (B) a design presentation workshop delivered by the WL Contractor within 5 Business Days of submitting the Design Documentation for each design stage;
- (b) inspect the WL Contractor's Activities from time to time as reasonably required to perform the Completion Phase Services in accordance with the requirements of this deed, including spot-checking and inspection of any significant non-compliances with the Station Delivery Deed which have been reported; and
- (c) promptly notify the Other Parties of:
 - (i) elements of the Design Documentation that do not (or may not) comply with the relevant sections of the Station Delivery Deed;
 - (ii) actual or potential Defects; or
 - (iii) other non-compliances with the Station Delivery Deed,that it identifies when attending meetings and performing its surveillance and other functions.

2.2 Design Phase Services

- (a) **Schedule A10, Clause 1.1:** The Independent Certifier must:

- (i) review any Design Stage 2 Design Documentation which is provided to the Independent Certifier in accordance with clause 4.5(b) of the Station Delivery Deed; and
 - (ii) within the Principal's Design Review Period determine whether or not the Design Stage 2 Design Documentation complies with the requirements of the Station Delivery Deed and notify the Principal's Representative in writing of any non-compliance or potential non-compliance with the requirements of the Station Delivery Deed, with detailed reasons.
- (b) **Schedule A10, Clause 1.2:** If:
- (i) the WL Contractor gives a notice under clause 1.2(a)(i)(B) of Schedule A10 of the Station Delivery Deed; and
 - (ii) the disagreement between the Principal's Representative and the WL Contractor is in relation to a non-compliance identified by the Independent Certifier,
- the Independent Certifier must attend the relevant meeting under clause 1.2(b) of Schedule A10 of the Station Delivery Deed.
- (c) **Schedule A10, Clause 2.1(a):** The Independent Certifier must:
- (i) review any Design Stage 3 Design Documentation which is provided to the Independent Certifier in accordance with clause 4.5(c) of the Station Delivery Deed; and
 - (ii) within the Principal's Design Review Period determine whether or not the Design Stage 3 Design Documentation complies with the requirements of the Station Delivery Deed and notify the Principal's Representative that the Independent Certifier considers that the Design Stage 3 Design Documentation:
 - (A) does not comply with the requirements of the Station Delivery Deed; or
 - (B) is not sufficiently complete to enable the Independent Certifier to form a view on whether it is compliant; or
 - (C) complies with the requirements of the Station Delivery Deed, which notification must include a certificate in the form of Schedule B5 (Independent Certifier's Certificate – Design) to the Station Delivery Deed.
- (d) **Schedule A10, Clause 2.3(a):** If the WL Contractor gives a notice under clause 2.2(b) of Schedule A10 of the Station Delivery Deed, the Independent Certifier must, promptly after receipt of the notice from the Principal's Representative:
- (i) consult with the Principal's Representative; and
 - (ii) determine and notify the Principal's Representative whether the Independent Certifier considers that the WL Contractor's notice under clause 2.2(b) of Schedule A10 of the Station Delivery Deed satisfactorily addresses the Independent Certifier's concerns, which notification must, if the Independent Certifier is satisfied, include a certificate in the form of

Schedule B5 (Independent Certifier's Certificate – Design) to the Station Delivery Deed,

and if:

- (iii) the Principal's Representative does not consider that the WL Contractor's notice under clause 2.2(b) of Schedule A10 of the Station Delivery Deed satisfactorily addresses its concerns; and
- (iv) the disagreement between the Principal's Representative and the WL Contractor is in relation to a non-compliance identified by the Independent Certifier,

the Independent Certifier must attend the relevant meeting under clause 2.3(a)(ii)(B) of Schedule A10 of the Station Delivery Deed.

2.3 Completion Phase Services

- (a) Not used
- (b) Milestone Achievement
 - (i) **Clause 23.1(b):** The Independent Certifier must, within 5 Business Days of receipt by the Principal's Representative of a three month written notice from the WL Contractor of the estimated Date of Milestone Achievement of a Milestone under clause 23.1(a) of the Station Delivery Deed, jointly inspect the WL Contractor's Activities with the Principal's Representative and the WL Contractor's Representative at a mutually convenient time.
 - (ii) **Clause 23.1(c):** Within 2 Business Days of the joint inspection referred to in clause 23.1(b) of the Station Delivery Deed, the Independent Certifier must give the WL Contractor and the Principal a notice either:
 - (A) containing a list of items which it believes must be completed before Milestone Achievement of the Milestone is achieved; or
 - (B) stating that it believes the WL Contractor is so far from achieving Milestone Achievement of the Milestone that it is not practicable to issue a list as contemplated in clause 23.1(c)(i) of the Station Delivery Deed.
 - (iii) **Clause 23.1(e):** The Independent Certifier must, within 5 Business Days after receipt of the WL Contractor's written notice that it considers that it has achieved Milestone Achievement of a Milestone under clause 23.1(d) of the Station Delivery Deed, jointly inspect the WL Contractor's Activities with the Principal's Representative and the WL Contractor's Representative at a mutually convenient time.
 - (iv) **Clause 23.1(f):** The Independent Certifier must, within 5 Business Days after the joint inspection under clause 23.1(e) of the Station Delivery Deed:
 - (A) if Milestone Achievement of the Milestone has been achieved, provide to the Principal's Representative and the WL Contractor, a certificate signed by the Independent Certifier in the form in Schedule B9 (*Notice of Milestone Achievement*) to the Station Delivery Deed; or

- (B) if Milestone Achievement of the Milestone has not been achieved, issue a notice to the Principal and the WL Contractor which states:
 - (aa) the items which remain to be completed before Milestone Achievement of the Milestone can be achieved; or
 - (bb) that the WL Contractor is so far from achieving Milestone Achievement of the Milestone that it is not practicable to notify the WL Contractor of the items which remain to be completed as contemplated (in which case clause 23.1(e) and clause 23.1(f) of the Station Delivery Deed will re-apply).
- (v) **Clause 23.1(g)(ii):** In making its determination under clause 23.1(f) of the Station Delivery Deed in respect of Milestone Achievement of a Milestone, the Independent Certifier must consider comments from the Principal's Representative or any Interface Contractor in relation to any non-compliance of the WL Contractor's Activities with the Station Delivery Deed.
- (c) Substantial Completion
 - (i) **Clause 23.1(b):** The Independent Certifier must, within 5 Business Days of receipt by the Principal's Representative of a three month written notice from the WL Contractor of the estimated Date of Substantial Completion of a Portion under clause 23.1(a) of the Station Delivery Deed, jointly inspect the WL Contractor's Activities with the Principal's Representative and the WL Contractor's Representative at a mutually convenient time.
 - (ii) **Clause 23.1(c):** Within 2 Business Days of the joint inspection referred to in clause 23.1(b) of the Station Delivery Deed, the Independent Certifier must give the WL Contractor and the Principal a notice either:
 - (A) containing a list of items which it believes must be completed before Substantial Completion of the Portion is achieved; or
 - (B) stating that it believes the WL Contractor is so far from achieving Substantial Completion of the Portion that it is not practicable to issue a list as contemplated in clause 23.1(c)(i) of the Station Delivery Deed.
 - (iii) **Clause 23.1(e):** The Independent Certifier must, within 5 Business Days after receipt of the WL Contractor's written notice that it considers that it has achieved Substantial Completion of a Portion under clause 23.1(d) of the Station Delivery Deed, jointly inspect the WL Contractor's Activities with the Principal's Representative and the WL Contractor's Representative at a mutually convenient time.
 - (iv) **Clause 23.1(f):** The Independent Certifier must, within 5 Business Days after the joint inspection under clause 23.1(e) of the Station Delivery Deed:
 - (A) if Substantial Completion of the Portion has been achieved, provide to the Principal's Representative and the WL Contractor, a certificate signed by the Independent Certifier in the form in Schedule B10 (*Notice of Substantial Completion*) to the Station Delivery Deed; or

- (B) if Substantial Completion of the Portion has not been achieved, issue a notice to the Principal and the WL Contractor which states:
 - (aa) the items which remain to be completed before Substantial Completion of the Portion can be achieved; or
 - (bb) that the WL Contractor is so far from achieving Substantial Completion of the Portion that it is not practicable to notify the WL Contractor of the items which remain to be completed as contemplated (in which case clause 23.1(e) and clause 23.1(f) of the Station Delivery Deed will re-apply).
- (v) **Clause 23.1(g)(ii):** In making its determination under clause 23.1(f) of the Station Delivery Deed in respect of Substantial Completion of a Portion, the Independent Certifier must consider comments from the Principal's Representative or any Interface Contractor in relation to any non-compliance of the WL Contractor's Activities with the Station Delivery Deed.
- (d) Completion
 - (i) **Clause 23.1(b):** The Independent Certifier must, within 5 Business Days of receipt by the Principal's Representative of a three month written notice from the WL Contractor of the estimated Date of Completion of a Portion under clause 23.1(a) of the Station Delivery Deed, jointly inspect the WL Contractor's Activities with the Principal's Representative and the WL Contractor's Representative at a mutually convenient time.
 - (ii) **Clause 23.1(c):** Within 2 Business Days of the joint inspection referred to in clause 23.1(b) of the Station Delivery Deed, the Independent Certifier must give the WL Contractor and the Principal a notice either:
 - (A) containing a list of items which it believes must be completed before Completion of the Portion is achieved; or
 - (B) stating that it believes the WL Contractor is so far from achieving Completion of the Portion that it is not practicable to issue a list as contemplated in clause 23.1(c)(i) of the Station Delivery Deed.
 - (iii) **Clause 23.1(e):** The Independent Certifier must, within 5 Business Days after receipt of the WL Contractor's written notice that it considers that it has achieved Completion of a Portion under clause 23.1(d) of the Station Delivery Deed, jointly inspect the WL Contractor's Activities with the Principal's Representative and the WL Contractor's Representative at a mutually convenient time.
 - (iv) **Clause 23.1(f):** The Independent Certifier must, within 5 Business Days after the joint inspection under clause 23.1(e) of the Station Delivery Deed:
 - (A) if Completion of the Portion has been achieved, provide to the Principal's Representative and the WL Contractor, a certificate signed by the Independent Certifier in the form in Schedule B11 (*Notice of Completion*) to the Station Delivery Deed; or
 - (B) if Completion of the Portion has not been achieved, issue a notice to the Principal and the WL Contractor which states:

- (aa) the items which remain to be completed before Completion of the Portion can be achieved; or
 - (bb) that the WL Contractor is so far from achieving Completion of the Portion that it is not practicable to notify the WL Contractor of the items which remain to be completed as contemplated (in which case clause 23.1(e) and clause 23.1(f) of the Station Delivery Deed will re-apply).
- (v) **Clause 23.1(g)(ii):** In making its determination under clause 23.1(f) of the Station Delivery Deed in respect of Completion of a Portion, the Independent Certifier must consider comments from the Principal's Representative or any Interface Contractor in relation to any non-compliance of the WL Contractor's Activities with the Station Delivery Deed.

SCHEDULE 2
PAYMENT SCHEDULE

1. THE FEE

(a) The Independent Certifier may claim payment for the performance of Services on a monthly basis.

(b) The Core Services Fee will consist of:

(i) [REDACTED]

(ii) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

2. PAYMENT CLAIM

(a) At the end of each month after the later of the date of the Station Delivery Deed and the date of this deed, the Independent Certifier must submit to the Principal (copying the WL Contractor) an account for payment on account of:

(i) any Core Services performed during the relevant month:

(A) setting out:

(aa) the value of the Core Services performed in accordance with this deed during the relevant month, calculated in accordance with paragraph 1(b) of this Payment Schedule; and

(bb) the aggregate of all amounts claimed for Core Services under this deed up to and including the relevant month in respect of:

(a) the Design Phase Services; and

- (b) the Completion Phase Services; and
- (B) in such form and with such details and supporting documentation as the Principal and the WL Contractor may reasonably require, including:
 - (aa) details of the time expended by the Independent Certifier in performing the Core Services during the relevant month;
 - (bb) a list or schedule of the surveillance activities undertaken by the Independent Certifier during the reporting period, including:
 - (a) the visits made by the Independent Certifier to the Construction Site and elsewhere in connection with the Project; and
 - (b) any attendance at tests;
 - (cc) a comprehensive schedule of the status of all correspondence and documentation exchanged between the Independent Certifier and the Other Parties;
 - (dd) details of any Defects raised by the Independent Certifier; and
 - (ee) details of the current version of the Certification Plan and a summary of any amendments, updates and developments to the Certification Plan during the reporting period; and
- (ii) any Additional Services performed during the relevant month, setting out:
 - (A) in respect of each Additional Service:
 - (aa) the date of the Additional Services Order to which the claimed Additional Services Fee relates;
 - (bb) a description of the Additional Services performed under that Additional Services Order to the date of the claim, including details of the time expended by the Independent Certifier in performing the Additional Services; and
 - (cc) the Additional Services Fee the Independent Certifier claims on account of that Additional Service, calculated in accordance with paragraph 1(c), but excluding:
 - (a) any amounts previously paid to the Independent Certifier in respect of the Additional Service; or
 - (b) any amounts in respect of Core Services included in the amount payable under paragraph 1(b);
 - (B) the aggregate of all amounts claimed for Additional Services for the relevant month; and

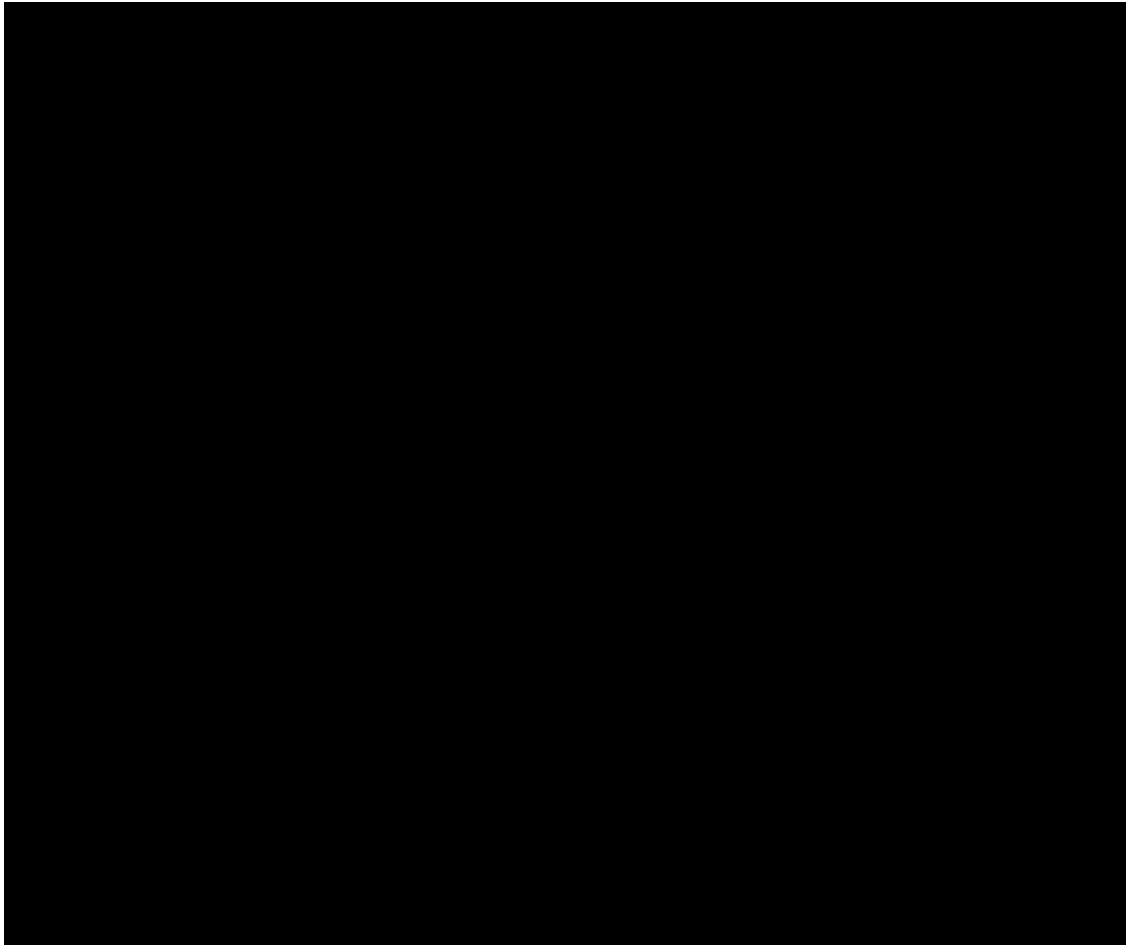
- (C) in such form and with such details and supporting documentation and evidence as the Principal and the WL Contractor may reasonably require.
- (b) The Independent Certifier is not entitled to payment or to make a claim for payment to the extent that any Services have not been carried out during the month in question.
- (c) Each account for payment submitted by the Independent Certifier must be accompanied by an executed Subcontractor's Statement and Supporting Statement in the form set out at paragraph 7 of this Payment Schedule.

3. PAYMENT AND NOTIFICATION OF DISPUTED AMOUNTS

- (a) The parties agree that:
 - (i) [REDACTED]
 - (ii) [REDACTED]
- (b) Subject to paragraph 2(b) of this Payment Schedule, the Principal must, within 15 Business Days after receipt of the account for the month (submitted in accordance with paragraph 2), pay the Independent Certifier any portion of the Fee attributable to the Services performed during the month which is not disputed.
- (c) If the Principal or the WL Contractor (as applicable) disagrees with an amount included in an account submitted by the Independent Certifier then, within 10 Business Days of receipt of the Independent Certifier's account, the Principal or the WL Contractor (as applicable) must notify the Independent Certifier in writing of the reasons for any amount which is disputed (which in the case of notification by the WL Contractor must be copied to the Principal).
- (d) If the parties do not resolve the matter within 10 Business Days after the issue of the Principal's or the WL Contractor's written notice, the Principal's Representative (acting reasonably and independently) must determine the dispute. Any determination by the Principal's Representative in respect of the amount payable must be given effect to by the parties unless and until it is reversed or overturned in any subsequent court proceedings.

4. ADJUSTMENTS TO THE CORE SERVICES FEE

[REDACTED]

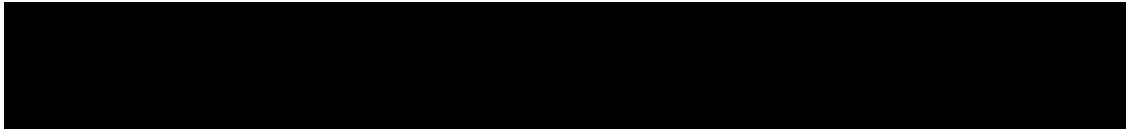


5. **SCHEDULE OF RATES**

		Role	Name	Daily Rate (\$) (excluding GST)
Core Services	Core Team	IC Project Director & Representative		
		Project & Deed Establishment Manager (Phase 1)		
		Project Manager & Document Controller		
		Line Wide (Rail Systems)		
		WL, PS & BR		
		OTS2 IC		
		Project & Deed Establishment Assistance		
		VC, MP & CN		
		Construction Surveillance Officer		
		Line Wide Director		

	Role	Name	Daily Rate (\$) (excluding GST)
	Specialists	Program & Planning	
Stakeholder & Liaison			
Occupational Health & Safety Specialist			
Technical Coordinator - Rail Systems			
Technical Coordinator - Stations & Infrastructure			
Technical Coordinator - Project Wide Services			
Track			
Tunnel Services			
Permanent HV Supply System			
OHW & Traction Supply			
Integration, Testing & Commissioning			
Integration, Testing & Commissioning			
Civil Engineer			
Fire & Life Safety & Ventilation			
Platform Screen Doors			
Operations & Maintenance			
Delivery Phase (Trains)			
Delivery Phase (Trains)			
Delivery Phase Signalling & Control Systems			
Delivery Phase Signalling & Control Systems			
Delivery Phase Signalling & Control Systems			
Radio & Communication Systems			
Central Control System			
Mechanical			
Electrical			
Station Architecture			

	Role	Name	Daily Rate (\$) (excluding GST)
Additional Services	Public Domain & Urban Planning	[REDACTED]	[REDACTED]
	Geotechnical		
	Ground Settlement & Groundwater		
	Structural Engineer		
	Survey Property & Land		
	Drainage		
	Building Management System		
	Landscaping		
	Risk, Technical Interfaces & Systems Engineering		
	RAMS		
	Metro and Sydney Trains Performance		
	Environment & Sustainability		
	Operational Readiness		
	Rail Safety, Accreditation & Station Operations		
Additional Services	Specialists Sydney Trains Operations and Maintenance	[REDACTED]	[REDACTED]
	Sydney Trains Interface and Asset Performance		
	Sydney Trains Track Infrastructure		
	CBI Signalling Interlocking and Sydney Trains Interface		



- 6. **GST**
All Upper Limiting Fees, lump sums, rates and amounts in this Payment Schedule exclude GST.
- 7. **SUBCONTRACTOR'S STATEMENT AND SUPPORTING STATEMENT**
See next page.



**Subcontractor's Statement and Supporting Statement
(Paragraph 2(d) of Schedule 2 (Payment Schedule))**

SUBCONTRACTOR'S STATEMENT

**REGARDING WORKERS COMPENSATION, PAYROLL TAX AND REMUNERATION
(Note 1 - see back of form)**

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, and s127 *Industrial Relations Act 1996* where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.)

Subcontractor: ABN:
(Business name)

of:
(Address of subcontractor)

has entered into a contract with: ABN:
(Business name of principal contractor) **(Note 2)**

Contract number/identifier: **(Note 3)**

This Statement applies for work between:/...../..... and/...../..... inclusive, **(Note 4)**

subject of the payment claim dated:/...../..... **(Note 5)**

I, a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

- (a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [] if true and comply with **(b) to (g)** below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [] and only complete **(f) and (g)** below. *You must tick one box.* **(Note 6)**
- (b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated/...../..... **(Note 7)**
- (c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. **(Note 8)**
- (d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. **(Note 9)**



(e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above. **(Note 10)**

(f) Signature: Full Name:

(g) Position/Title Date/...../.....

NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987.

Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, schedule 2 part 5 *Payroll Tax Act 2007* and section 127 of the *Industrial Relation Act 1996*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.

A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called **the subcontractor**) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.

2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
3. Provide the unique contract number, title, or other information that identifies the contract.
4. In order to meet the requirements of s127 *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

Section 127(6) of the *Industrial Relations Act 1996* defines remuneration 'as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'

Section 127(11) of the *Industrial Relations Act 1996* states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'

5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

Offences in respect of a false Statement

In terms of s127(8) of the *Industrial Relations Act 1996*, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

- (a) the person is the subcontractor;
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
- (c) the person holds out or represents that the person is authorised by the subcontractor to

give the statement on behalf of the subcontractor.

In terms of s175B of the Workers Compensation Act and clause 18 of schedule 2 of the Payroll Tax Act 2007 a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

Further Information

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.

**JOHN
HOLLAND**

Supporting statement

- (a) This statement must accompany any payment claim served on a principal to a construction contract by a head contractor.
- (b) For the purposes of this statement, the terms "principal", "head contractor", "subcontractor", and "construction contract" have the meanings given in section 4 of the *Building and Construction Industry Security of Payment Act 1999*.

*Head contractor: *[business name of head contractor]* ABN *[insert ABN]* has entered into a contract with:*[business name of subcontractor]* ABN *[insert ABN]*, contract number/identifier *[insert]*.

OR

*Head contractor: *[business name of head contractor]* ABN *[insert ABN]* has entered into a contract with the subcontractors listed in the attachment to this statement.

* *[Delete whichever of the above does not apply]*

This statement applies for work between *[start date]* and *[end date]* inclusive (the construction work concerned), subject of the payment claim dated *[date]*.

I, *[full name]*, being the head contractor, a director of the head contractor or a person authorised by the head contractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters that are contained in this supporting statement and declare that, to the best of my knowledge and belief, all amounts due and payable to subcontractors have been paid (not including any amount identified in the attachment as an amount in dispute).

Signature: Date:

Full name: Position/Title:

**JOHN
HOLLANE**

Attachment to the Supporting Statement

Schedule of subcontractors paid all amounts due and payable				
Subcontractor	ABN	Contract number/ identifier	Date of works (period)	Date of payment claim (head contractor claim)

Schedule of subcontractors for which an amount is in dispute and has not been paid				
Subcontractor	ABN	Contract number/ identifier	Date of works	Date of payment claim (head contractor claim)

**JOHN
HOLLAND**

Notes for Supporting Statement

Offences for False Statement

In terms of s 13(8) of the Building and Construction Security of Payment Act 1999 a head contractor who serves a payment claim accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances is guilty of an offence.

Further Information

These notes are not intended as legal advice and contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. Copies of relevant legislation can be found at www.legislation.nsw.gov.au.

**JOHN
HOLLAND**

SCHEDULE 3

MINIMUM RESOURCES COMMITMENT

1. MINIMUM RESOURCES COMMITMENT

The Independent Certifier acknowledges and agrees that the minimum levels of resources set out in this Schedule 3 are minimum requirements only and do not in any way limit or otherwise affect the obligations of the Independent Certifier to perform the Services in accordance with this deed.

The Independent Certifier must provide at least the following key personnel to perform the Core Services, with the minimum days to be committed at each phase as set out below:

[Note to Tenderers: This section will be updated to reflect the Greenfield Independent Certifier's establishment proposal including proposed organisational structure, key personnel and resourcing plan.]

Note: In this Schedule 3:

- (a) full time means a minimum of 8 hours per day Monday to Friday; and
- (b) a reference to "days" excludes public holidays and includes only those days which are stated in the WL Contractor's Program as working days.

2. INDICATIVE ABILITY, KNOWLEDGE, SKILL, EXPERTISE AND EXPERIENCE OF INDEPENDENT CERTIFIER'S PERSONNEL

The following are indicative of the level of ability, knowledge, skill, expertise and experience required of the Independent Certifier's personnel for the specified roles. The Principal will have regard to the criteria set out in this paragraph 2 in determining whether to approve replacement personnel in accordance with clause 4.4 of this deed.

IC Project Director (Independent Certifier's Representative)

Appropriately qualified with 15 years' experience on major projects in senior roles with recent exposure on verification and certification projects in Australia.

Core Team Leads (Line-wide, OTS2 and Stations)

Appropriately qualified with 10 years' experience on major projects in senior roles with recent exposure on verification and certification projects in Australia.

Technical Coordinators

Appropriately qualified with 5 years' experience on major projects in relevant roles.

Specialists

Minimum of 10 years' experience on the specific discipline to assess.

SCHEDULE 4

REQUIREMENTS FOR CERTIFICATION PLAN

The Certification Plan must, as a minimum, address and detail:

- (a) the management team structures, positions, nominated personnel and subcontractors to be engaged on and off the Construction Site and the roles and tasks of the nominated personnel and subcontractors;
- (b) the minimum skill, expertise and experience levels of each position and details of personnel resource levels;
- (c) the Independent Certifier's internal and external lines of authority, communication and reporting, including those with the Other Parties;
- (d) the identification of delegated authorities of the Independent Certifier's personnel, including identification of personnel with delegated authority to execute certificates on behalf of the Independent Certifier;
- (e) the Independent Certifier's internal processes for ensuring all documents and supporting evidence have been completed and approved (where required) by persons with appropriate delegated authority and competency and are available as supporting evidence;
- (f) all compliance records to be maintained;
- (g) the proposed timing of progressive performance of discrete elements of the Services including the timing for conducting reviews of aspects of the WL Contractor's Activities;
- (h) hold points and witness point requirements, in the form of a schedule, including the identification of all witness points and hold points required by the Independent Certifier;
- (i) the Independent Certifier's comprehensive plans for (as applicable):
 - (i) monitoring, auditing, reviewing, assessment and testing of the WL Contractor's Activities;
 - (ii) without limiting sub-paragraph (i), monitoring, auditing, reviewing, assessment and testing of the quality and durability of the Project Works to determine and ensure the WL Contractor's compliance with the requirements of the Station Delivery Deed; and
 - (iii) audit and surveillance, including identification of resources, methodology, scope, levels of surveillance, inspection, testing and survey;
- (j) the Independent Certifier's strategies, processes, methodologies and procedures for:
 - (i) addressing environmental monitoring and protection;
 - (ii) audit, surveillance and monitoring of the WL Contractor's design and construction activities, including the processes used for determining the levels and scope of surveillance of activities;

- (iii) identifying and managing the Services to be subcontracted, including quality, reporting and communication aspects of the Services;
 - (iv) providing comments to the WL Contractor in respect of its carrying out of the WL Contractor's Activities, whether by participation in design workshops, design surveillance or otherwise;
 - (v) ensuring that the WL Contractor has addressed all issues of review, comment and consultation with the Principal in respect of the Design Documentation and the WL Contractor's Activities; and
 - (vi) risk management of the work covered by sub-paragraphs (i) and (ii) above;
- (k) the Independent Certifier's strategies, systems, procedures, processes, methodologies and reporting protocols to be applied whereby each of the following requirements will be achieved and satisfied:
- (i) the functions, obligations, duties and services which the Project Agreements contemplate will be discharged by the Independent Certifier as set out in Schedule 1;
 - (ii) certification of the Design Documentation (Schedule B5, Station Delivery Deed);
 - (iii) certification of Milestone Achievement of each Milestone (Schedule B9, Station Delivery Deed);
 - (iv) certification of Substantial Completion of each Portion (Schedule B10, Station Delivery Deed);
 - (v) certification of Completion of each Portion (Schedule B11, Station Delivery Deed);
 - (vi) not used; and
 - (vii) determination of any matters required by the Project Agreements;
- (l) the Independent Certifier's proposed standards including:
- (i) committed surveillance activities; and
 - (ii) committed resources;
- (m) the basis of the Certification Methodology contained in Schedule 7 in terms of the assumptions relating to the WL Contractor's Activities including:
- (i) number of design lots developed; and
 - (ii) program durations; and
 - (iii) how the Independent Certifier will address the reporting requirements set out in clause 4.10 of this deed and otherwise advise the Principal of issues that it identifies in carrying out the Services, and considers may impact on or delay the ability of the WL Contractor to design and construct the Project Works in accordance with the requirements of the Station Delivery Deed.

SCHEDULE 5
SUBCONTRACTORS

Name of subcontractor	Part of the Services

**JOHN
HOLLAND**

SCHEDULE 6
FORM OF ACCESSION DEED

This Accession Deed made at _____ on _____

BETWEEN:

- (1) **Sydney Metro** ABN 12 354 063 515 a New South Wales Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW) and located at Level 43, 680 George Street, Sydney, NSW 2000 (**Principal**);
 - (2) **John Holland Pty Limited** ABN 11 004 282 268 of Level 5, 380 St Kilda Road, Melbourne VIC 3004 (**WL Contractor**); and
 - (3) **Advisian Pty Ltd** ABN 50 098 008 818 of Level 17, 141 Walker Street, North Sydney NSW 2060 (**Independent Certifier**)
- (together the **Continuing Parties**)
- (4) **[insert name of the Operator]** (ABN **[insert]**) of **[insert address]** (**Acceding Party**)

RECITALS

- (A) The Continuing Parties are each party to the Independent Certifier Deed.
- (B) Each of the Continuing Parties and the Acceding Party has agreed that the Acceding Party will accede to the Independent Certifier Deed on or about the date of execution of the OTS2 Project Deed, on the terms of this deed.
- (C) The Continuing Parties and the Acceding Party have agreed to amend the Independent Certifier Deed on the terms set out in this deed.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this deed:

Accession Deed means this deed.

Effective Date means the date of this deed.

Independent Certifier Deed means the deed titled "Sydney Metro City & Southwest Independent Certification of the Waterloo Works: Independent Certifier Deed" which was originally entered into between the Continuing Parties on **[insert date]**.

Operator means the entity or person that enters into the OTS2 Project Deed with the Principal.

OTS2 Project Deed means the deed entitled **[insert full title of the OTS2 Project Deed]** entered into between the Principal and the Operator on or about the date of this deed.

Station Delivery Deed means the deed titled "Waterloo Integrated Station Development – Station Delivery Deed" between the Principal and the WL Contractor dated **[insert date]**.

1.2 Definitions in Station Delivery Deed

Except as otherwise defined in clause 1.1, terms used in this deed that are defined in the Station Delivery Deed will have the same meaning in this deed as are provided for in the Station Delivery Deed.

1.3 Interpretation

In this deed:

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

and the following rules apply in interpreting this deed unless the context makes clear that a rule is not intended to apply:

- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (c) person includes an individual, the estate of an individual, a body politic, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted substitutes and assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this deed and any other deed, agreement, instrument, guideline or code of practice) is to that document as amended, varied, novated, ratified, supplemented or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or any section or provision of either of these includes:
 - (i) all ordinances, by-laws, regulations of and other statutory instruments (however described) issued under the statute or delegated legislation; and
 - (ii) any consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
- (h) a reference 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 deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;

- (i) if a word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (j) **includes** in any form is not a word of limitation;
- (k) a reference to **\$** or **dollar** is to Australian currency;
- (l) where under this deed:
 - (i) a notice, certificate or direction is required to be given; or
 - (ii) a default must be remedied,

within a stated number of days, only Business Days will be counted in computing the number of days;
- (m) for all purposes other than as set out in clause 1.3(l), **day** means calendar day;
- (n) a reference to a **month** is a reference to a calendar month;
- (o) a reference to a court or tribunal is to an Australian court or tribunal;
- (p) a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually; and
- (q) any reference to **information** will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

1.4 **No bias against drafter**

In the interpretation of this deed, no rule of construction applies to the disadvantage of one party on the basis that the party or its representative put forward or drafted this deed or any provision in it.

2. **CONSIDERATION**

In consideration of the Acceding Party executing this deed, each Continuing Party agrees to pay the Acceding Party ■ upon the Acceding Party's request.

3. **COVENANT**

3.1 **Covenant by Acceding Party**

The Acceding Party confirms that it has been supplied with a copy of the Independent Certifier Deed as originally executed by the Continuing Parties and covenants with each of the Continuing Parties, with effect from the Effective Date, to be bound by the provisions of, and to perform all of the Operator's obligations under, the Independent Certifier Deed (as amended by Schedule 1 to this deed) in so far as they may remain to be observed and performed as at the date of this Accession Deed.

3.2 **Covenant by Continuing Parties**

Each Continuing Party covenants with the Acceding Party, with effect from the Effective Date, to be bound by the provisions of, and to perform all its obligations under the

Independent Certifier Deed (as amended by Schedule 1 to this deed) in so far as they may remain to be observed and performed as at the date of this Accession Deed.

3.3 Amendment to Independent Certifier Deed

Each Continuing Party and the Acceding Party agree that the Independent Certifier Deed is amended as set out in Schedule 1 to this deed.

4. REPRESENTATIONS AND WARRANTIES

The Acceding Party represents and warrants to each of the Continuing Parties that the obligations in this deed are valid and binding obligations of the Acceding Party.

5. GENERAL

5.1 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed:

- (a) must be in writing;
- (b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

Name: Principal's Representative

Address: [Redacted]
[Redacted]

Email: [Redacted]

For the attention of: [Redacted]

Any Notice in relation to a Claim or a Dispute must also be addressed to the General Counsel – Sydney Metro and sent to [Redacted]

Name: WL Contractor's Representative

Address: [Redacted]

Email: [Redacted]

For the attention of: [Redacted]

Name: Independent Certifier

Address: [Redacted]

Email: [Redacted]

For the attention of: [Redacted]

JOHN HOLLAND

- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by email to the email address, of the addressee, in accordance with clause 5.1(b); and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
 - (iii) (in the case of delivery by hand) on delivery; and
 - (iv) (in the case of email):
 - (A) if it is transmitted by 5.00 pm (Sydney time) on a Business Day – on that Business Day; or
 - (B) if it is transmitted after 5.00 pm (Sydney time) on a Business Day, or on a day that is not a Business Day, on the next Business Day.

5.2 Governing Law

This deed is governed by and must be construed according to the Law applying in New South Wales.

5.3 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts competent to determine appeals from those courts, with respect to any action or proceedings which may be brought at any time relating in any way to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any action or proceedings, and any claim it may now or in the future have that any action or proceedings have been brought in an inconvenient forum, if that venue falls within clause 5.3(a).

5.4 The Principal as a public authority

- (a) This deed will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of the Principal to exercise any of its functions and powers pursuant to any Law.
- (b) Each of the Independent Certifier, the WL Contractor and the Operator acknowledges and agrees that, without limiting clause 5.4(a), anything which the Principal does, fails to do or purports to do pursuant to its functions and powers under any Law will be deemed not to be an act or omission by the Principal under this deed and will not entitle any of the Independent Certifier, the WL Contractor or the Operator to make any claim against the Principal.

- (c) The parties agree that clauses 5.4(a) and 5.4(b) are taken not to limit any liability which the Principal would have had to the Independent Certifier, the WL Contractor or the Operator under this deed as a result of a breach by the Principal of a term of this deed but for clauses 5.4(a) and 5.4(b) of this deed.

5.5 Amendments

This deed may only be varied by a deed executed by or on behalf of each of the parties.

5.6 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by Law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by Law or under this deed.
- (b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

5.7 Cost of performing obligations

Each party must, unless this deed expressly provides otherwise, pay its own costs and expenses in connection with performing its obligations under this deed.

5.8 Further acts and documents

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 another party to give effect to this deed.

5.9 Consents

A consent required under this deed from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless this deed expressly provides otherwise.

5.10 Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior consent of each other party unless this deed expressly provides otherwise.

5.11 Replacement body

Where a reference is made to any Authority, institute, association, body, person or organisation (**Former Body**) which is reconstituted, renamed, replaced, ceases to exist or has its powers or functions transferred to another Authority, institute, association, body, person or organisation, that reference will be deemed to refer to the Authority, institute, association, body, person or organisation (**Replacement Body**) which then serves substantially the same powers, functions or objects as the Former Body. Any reference to any senior officer of the Former Body will be to the equivalent senior officer of the Replacement Body.

5.12 **Counterparts**

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

5.13 **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 deed, except for representations or inducements expressly set out in this deed.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this deed.

5.14 **Expenses**

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating and preparing this deed.

5.15 **Stamp duties**

The Principal:

- (a) must pay all stamp duties and any related fines and penalties in respect of this deed, the performance of this deed and each transaction effected by or made under this deed;
- (b) indemnifies each other party against any liability arising from failure to comply with clause 5.15(a); and
- (c) is authorised to apply for and retain the proceeds of any refund due in respect of stamp duty paid under this clause.

5.16 **Entire agreement**

To the extent permitted by Law, in relation to its subject matter, this deed:

- (a) embodies the entire understanding of the parties, and constitute the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

5.17 **Indemnities**

- (a) Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this deed.
- (c) A party must pay on demand any amount it must pay under an indemnity in this deed.

5.18 No agency, partnership, joint venture or other fiduciary relationship

Nothing in this deed will be construed or interpreted as:

- (a) conferring a right in favour of any party to enter into any commitment on behalf of another party or otherwise to act as agent of another party; or
- (b) constituting the relationship between any two or more of the parties (or all of the parties) as that of partners, joint venturers or any other fiduciary relationship.

5.19 Severance

If at any time any provision of this deed is or becomes void, illegal, invalid or unenforceable in any respect under the law of any jurisdiction, then that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this deed; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this deed.

5.20 Moratorium legislation

To the fullest extent permitted by Law, the provisions of all Laws which at any time operate directly or indirectly to lessen or affect in favour of a party any obligation under this deed, or to delay or otherwise prevent or prejudicially affect the exercise by a party of any right, power or remedy under this deed or otherwise, are expressly waived.

**JOHN
HOLLANE**

SCHEDULE 1

The Independent Certifier Deed is deemed to be amended by:

1. immediately after the definition of "NSW Trains" in clause 1.1, insert the following definition:

"Operator" means **[insert full name of the Operator]** (ABN **[insert]**) of **[insert]**.

2. inserting the following details at the end of clause 12.1(c)(i)(B):

Name: **[insert name of the Operator]**

Address: **[insert]**

Email: **[insert]**

For the attention of: **[insert]**

EXECUTED as a deed.

EXECUTED by **SYDNEY METRO ABN 12 354 063 515** by its authorised delegate in the presence of:

Signature of witness

Name of witness in full

Signature of authorised delegate

Name of authorised delegate

EXECUTED by **ADVISIAN PTY LTD ABN 50 098 008 818** in accordance with section 127 of the *Corporations Act 2001* (Cth)

Signature of Director

Name of Director in full

Signature of Secretary/other Director

Name of Secretary/other Director in full

Executed by **JOHN HOLLAND PTY LTD ABN 11 004 282 268** in accordance with section 127 of the *Corporations Act 2001* (Cth)

Signature of Director

Name of Director in full

Signature of Secretary/other Director

Name of Secretary/other Director in full

**JOHN
HOLLAND**

Executed by **[Insert name and ABN of Operator]** in accordance with section 127 of the *Corporations Act 2001* (Cth)

Signature of Director

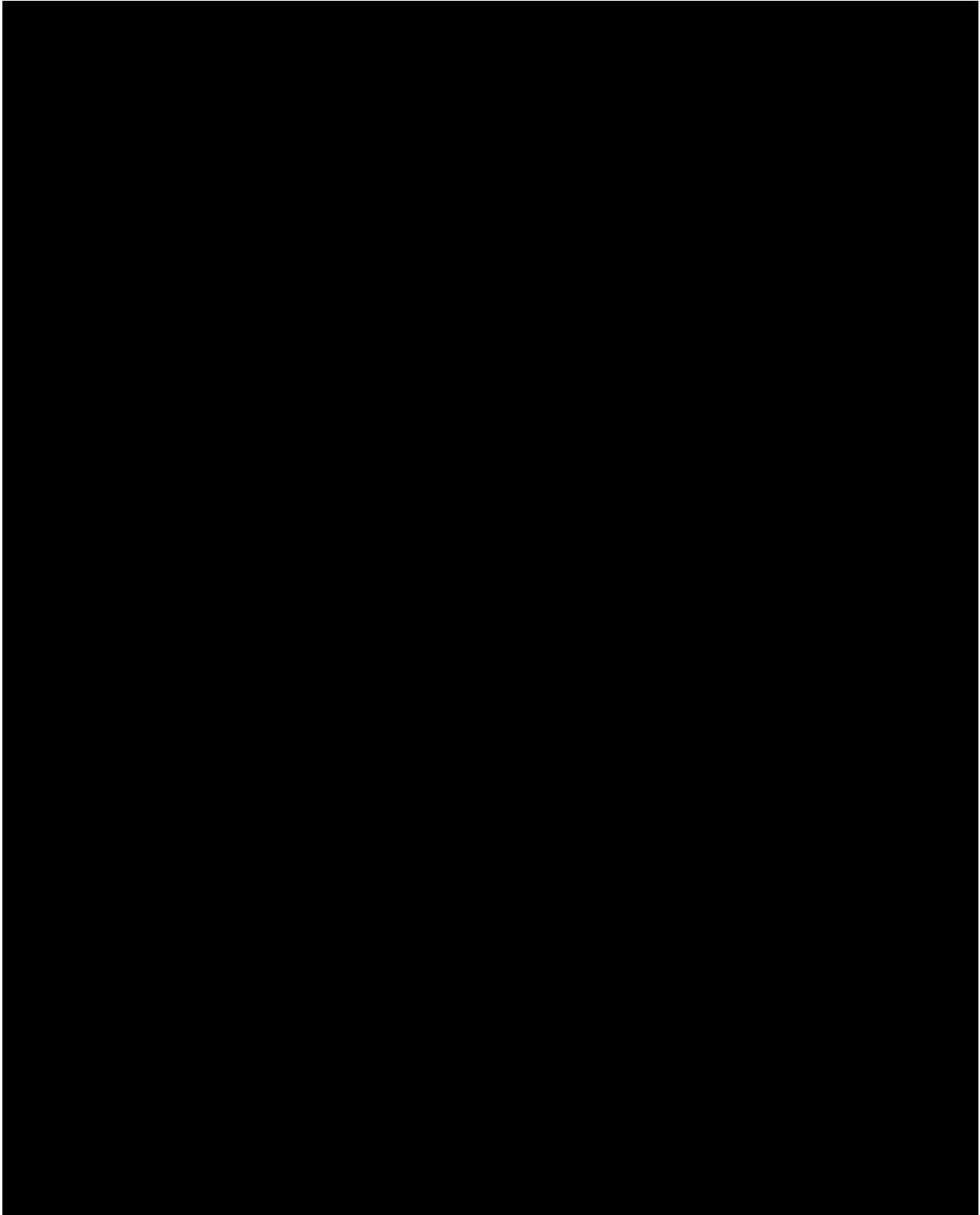
Signature of Secretary/other Director

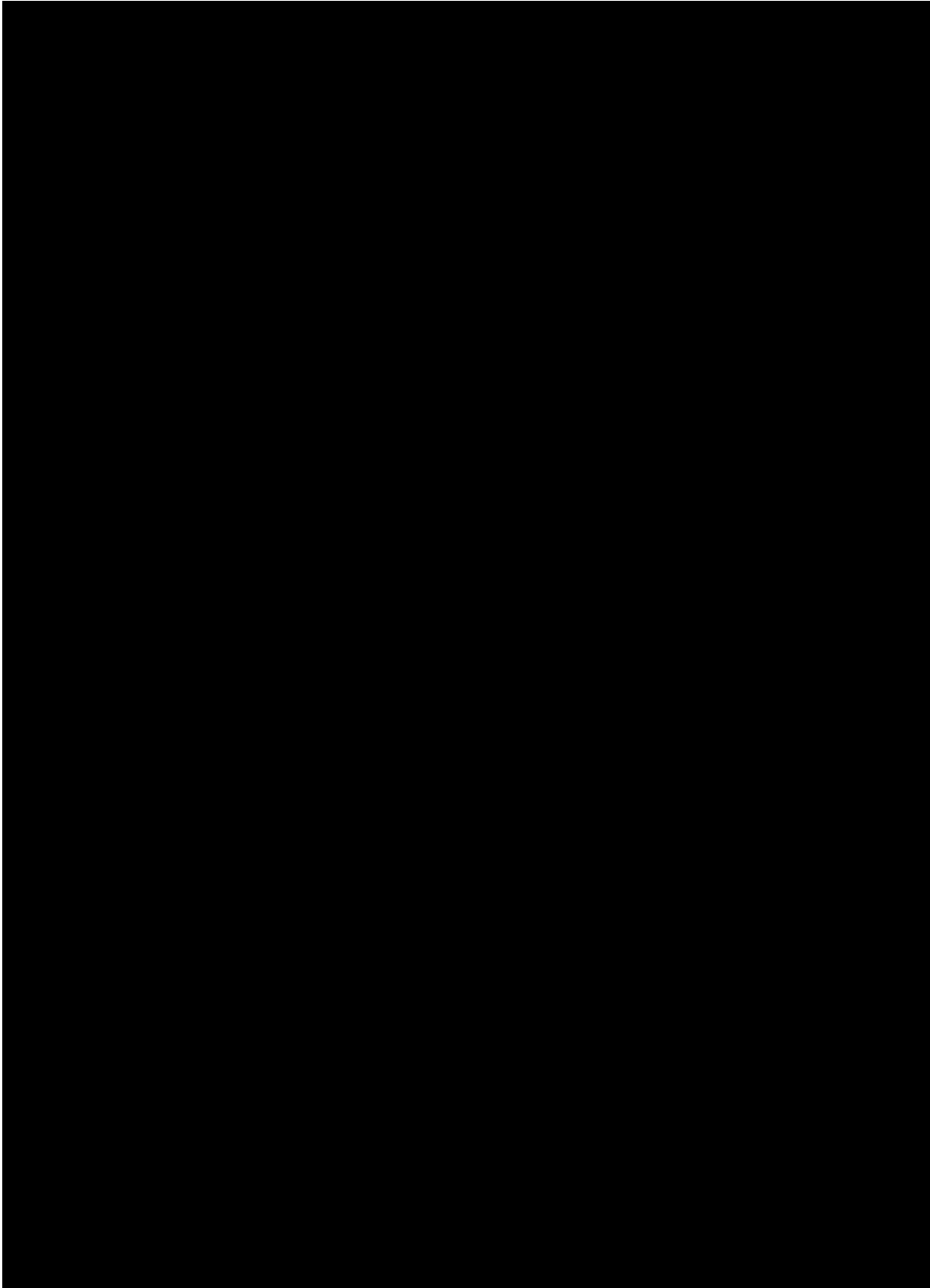
Name of Director in full

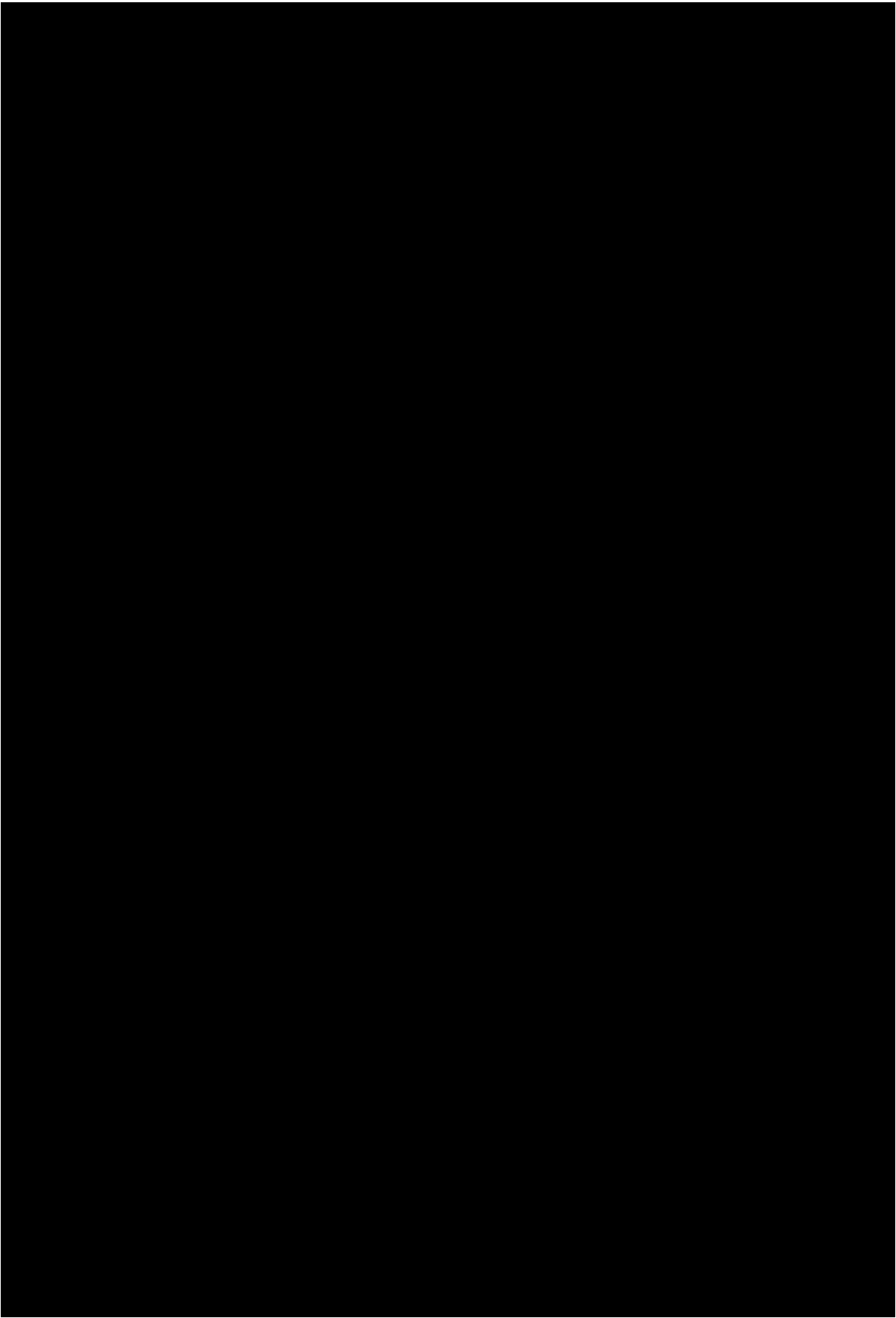
Name of Secretary/other Director in full

**JOHN
HOLLAND**

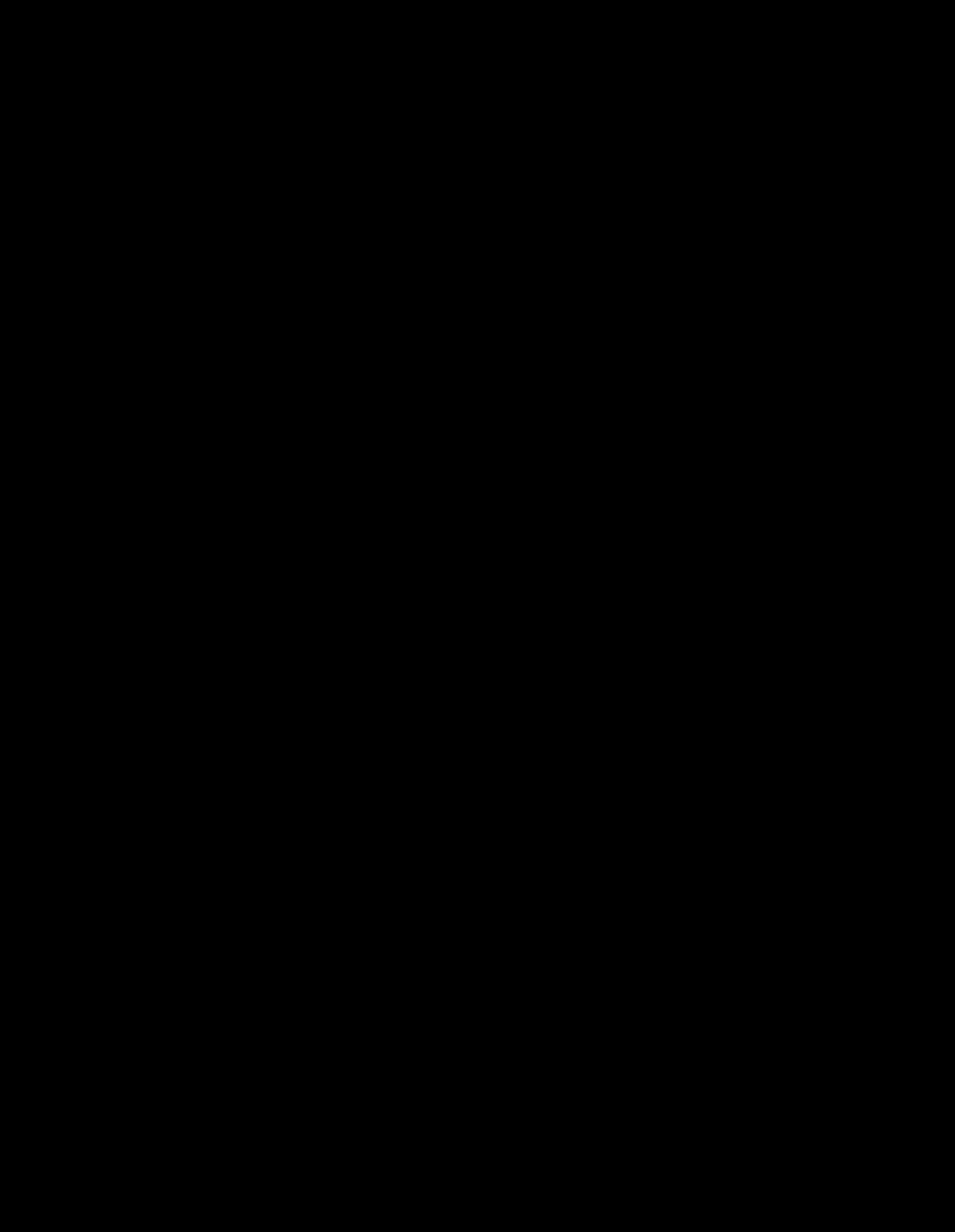
SCHEDULE 7
CERTIFICATION METHODOLOGY



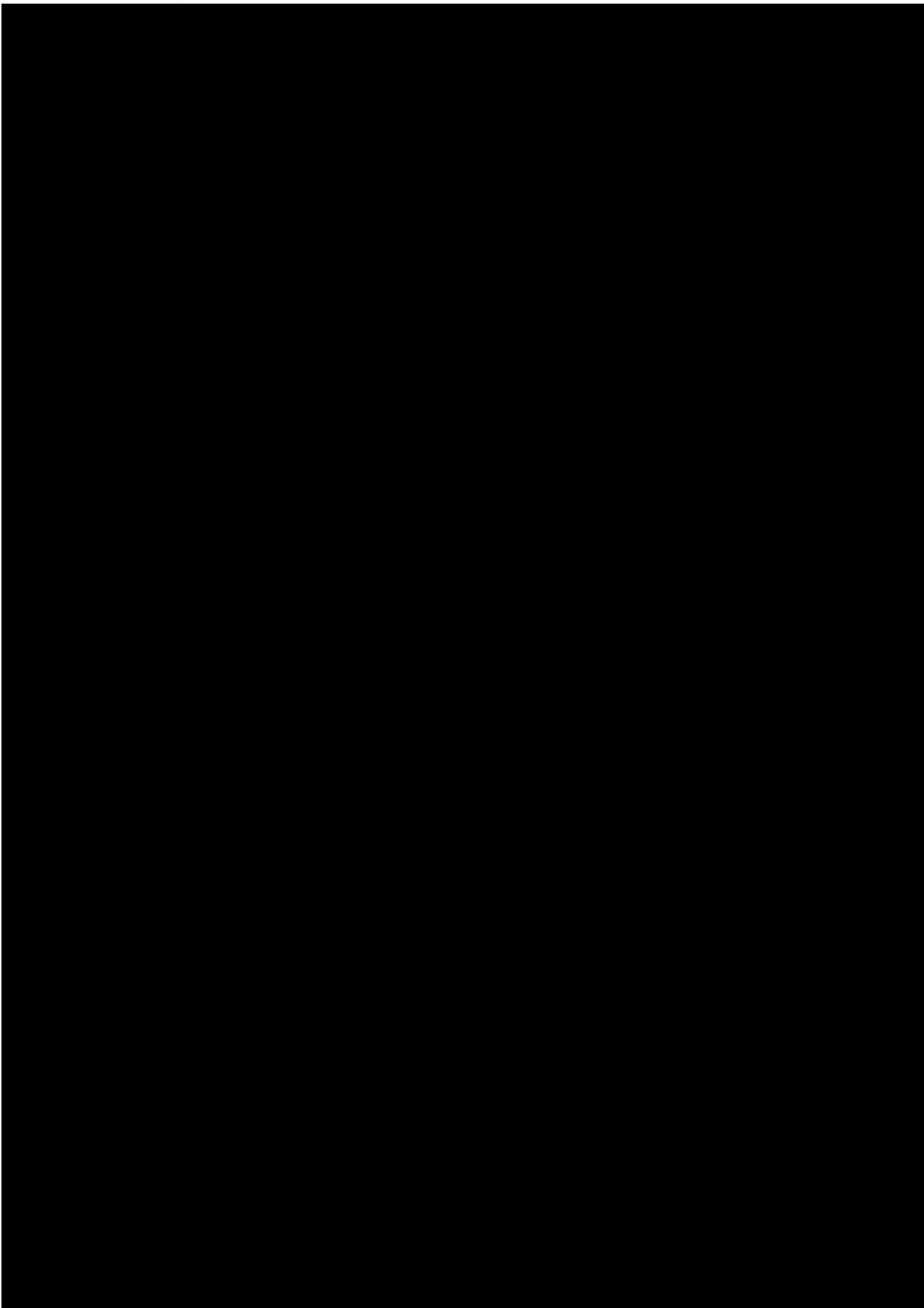




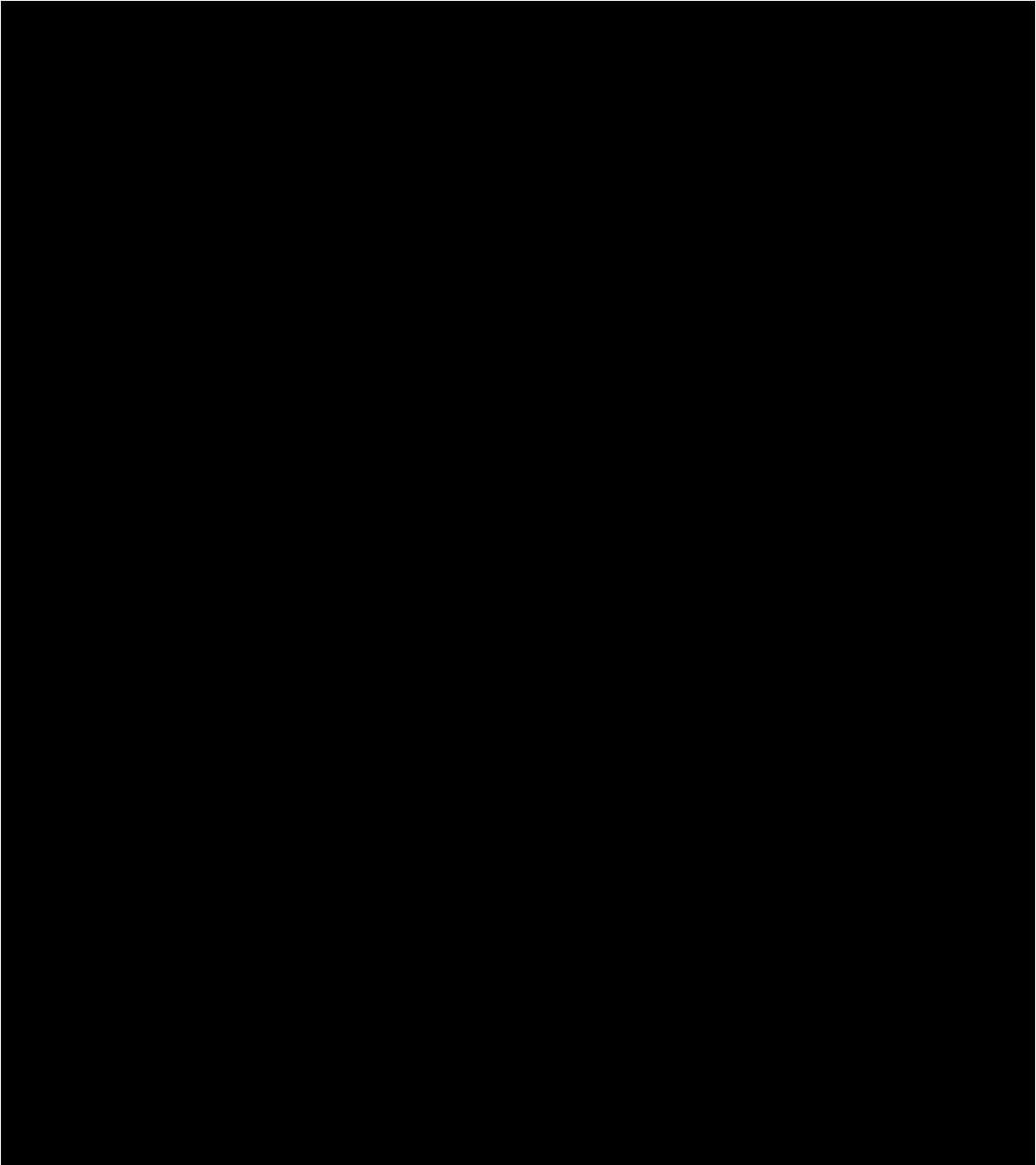
JOHN
HOLLAND Schedule A14

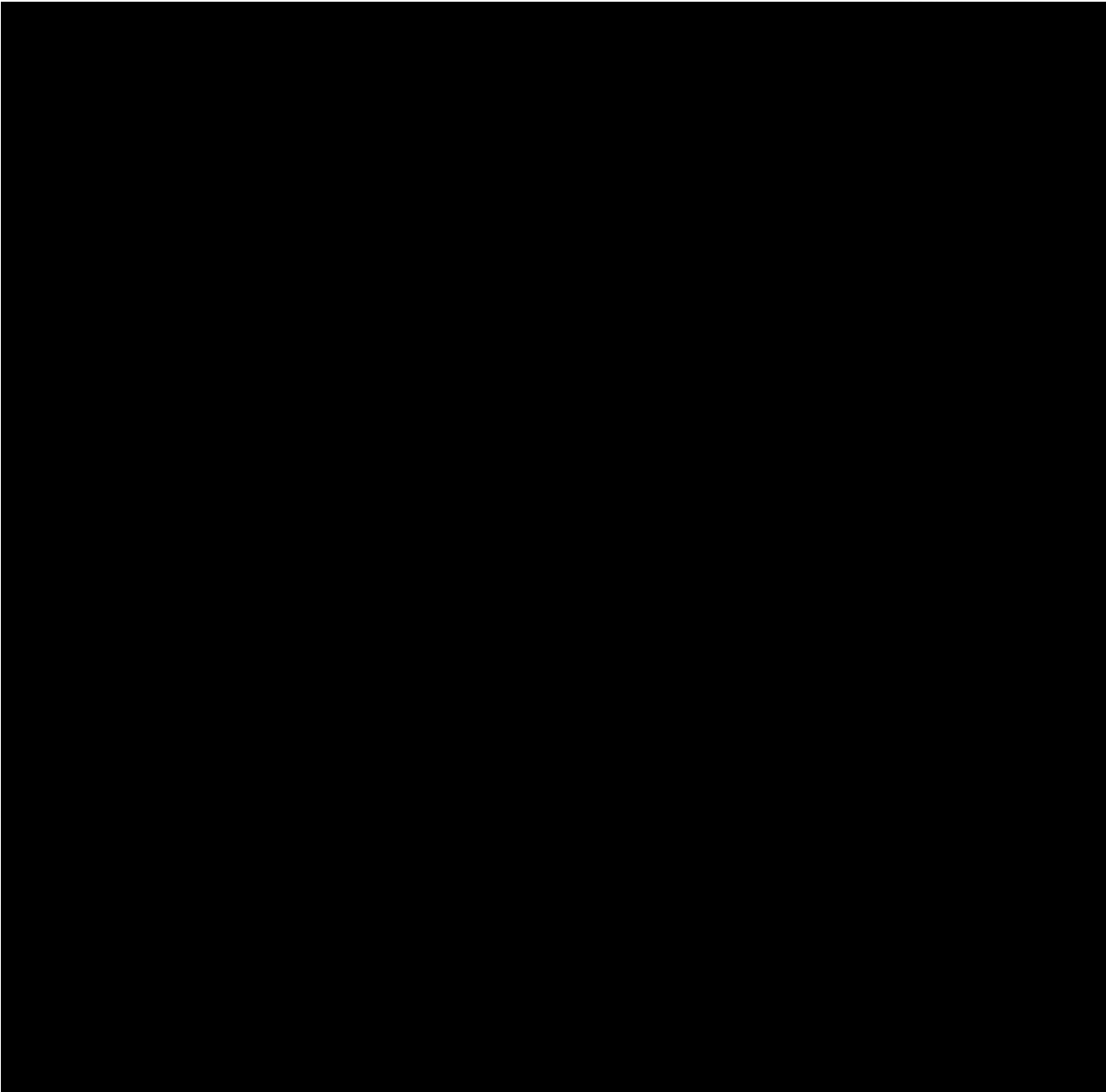


**JOHN
HOLLAND**

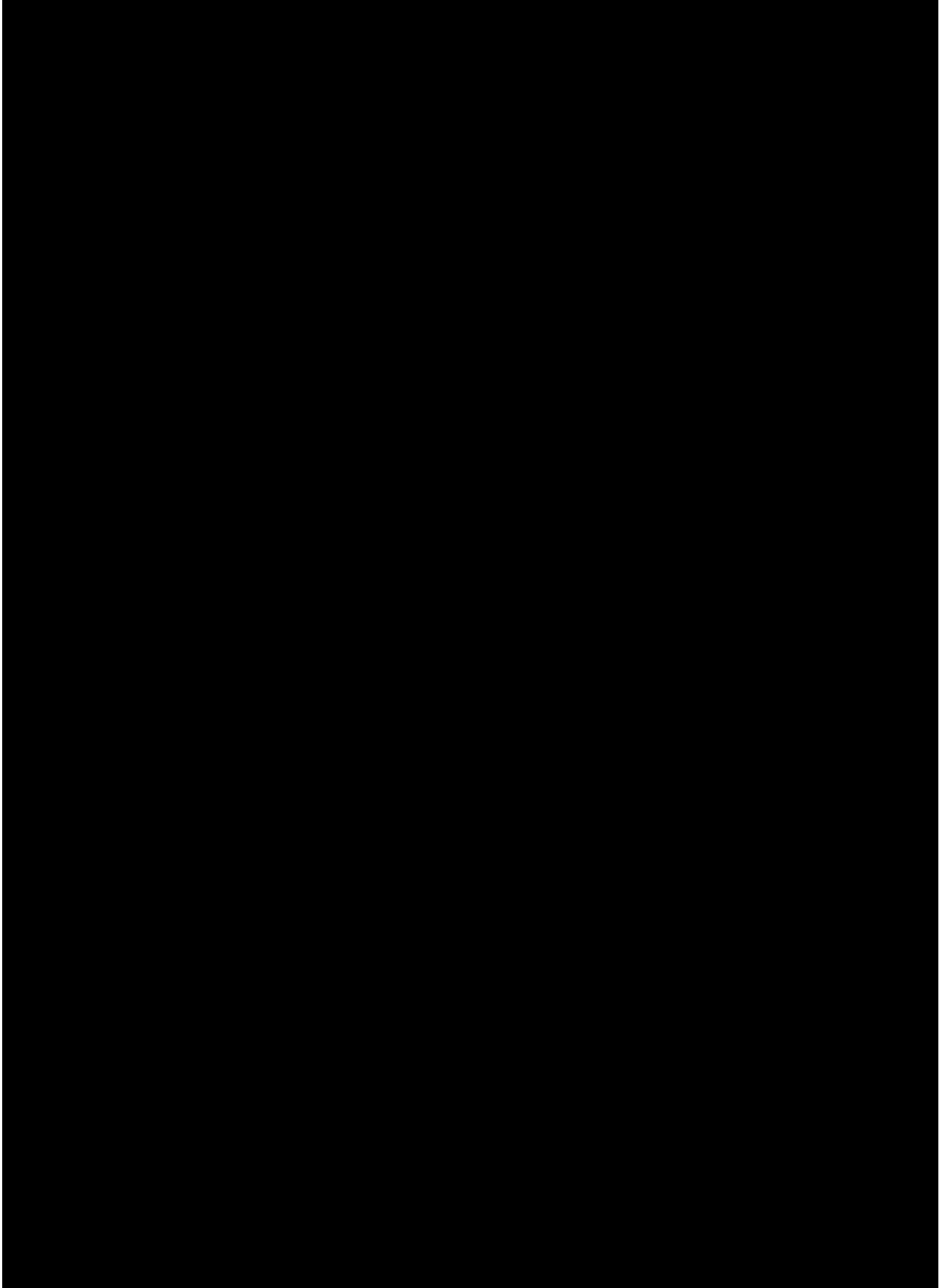


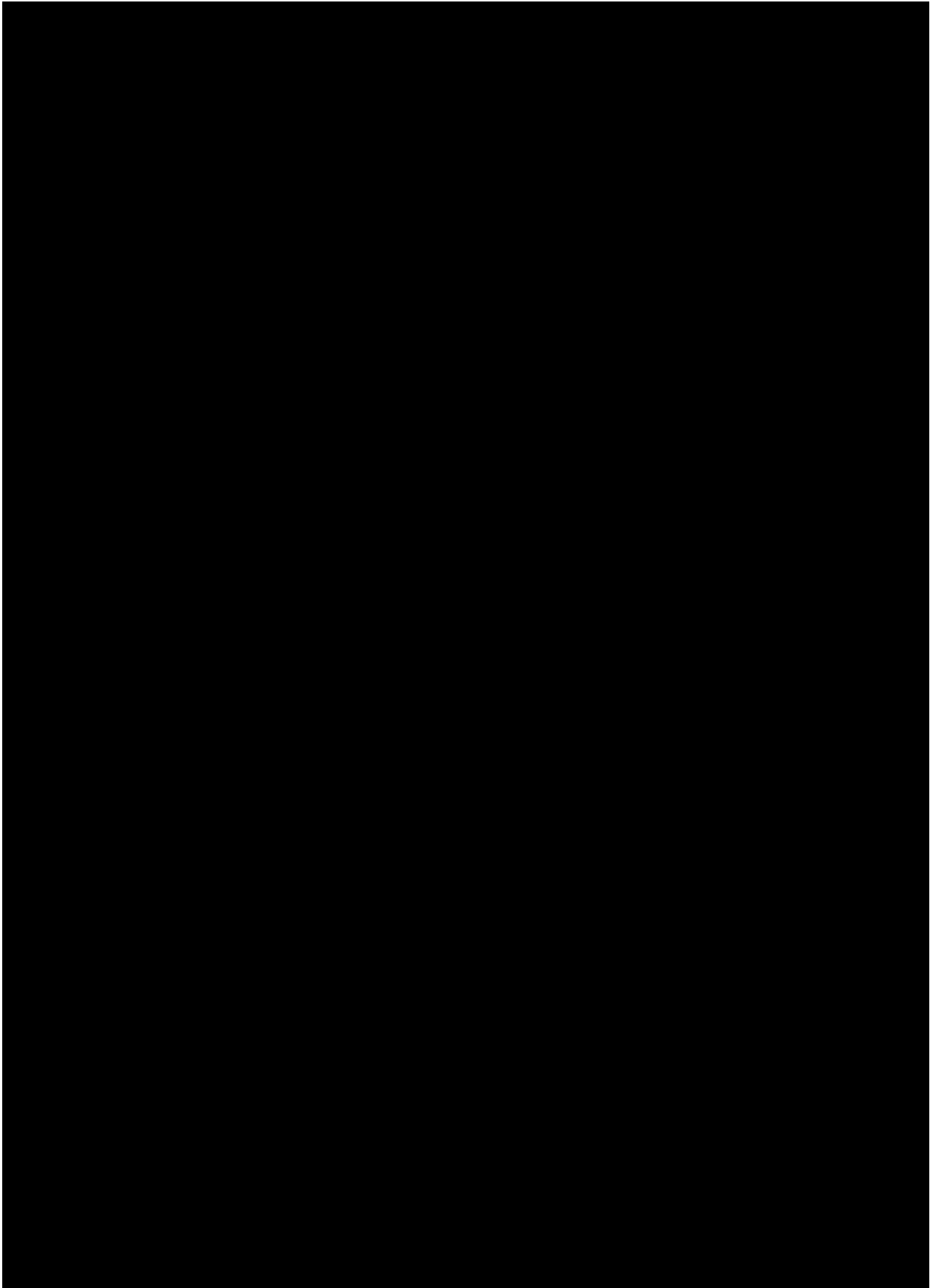
JOHN
HOLLAND

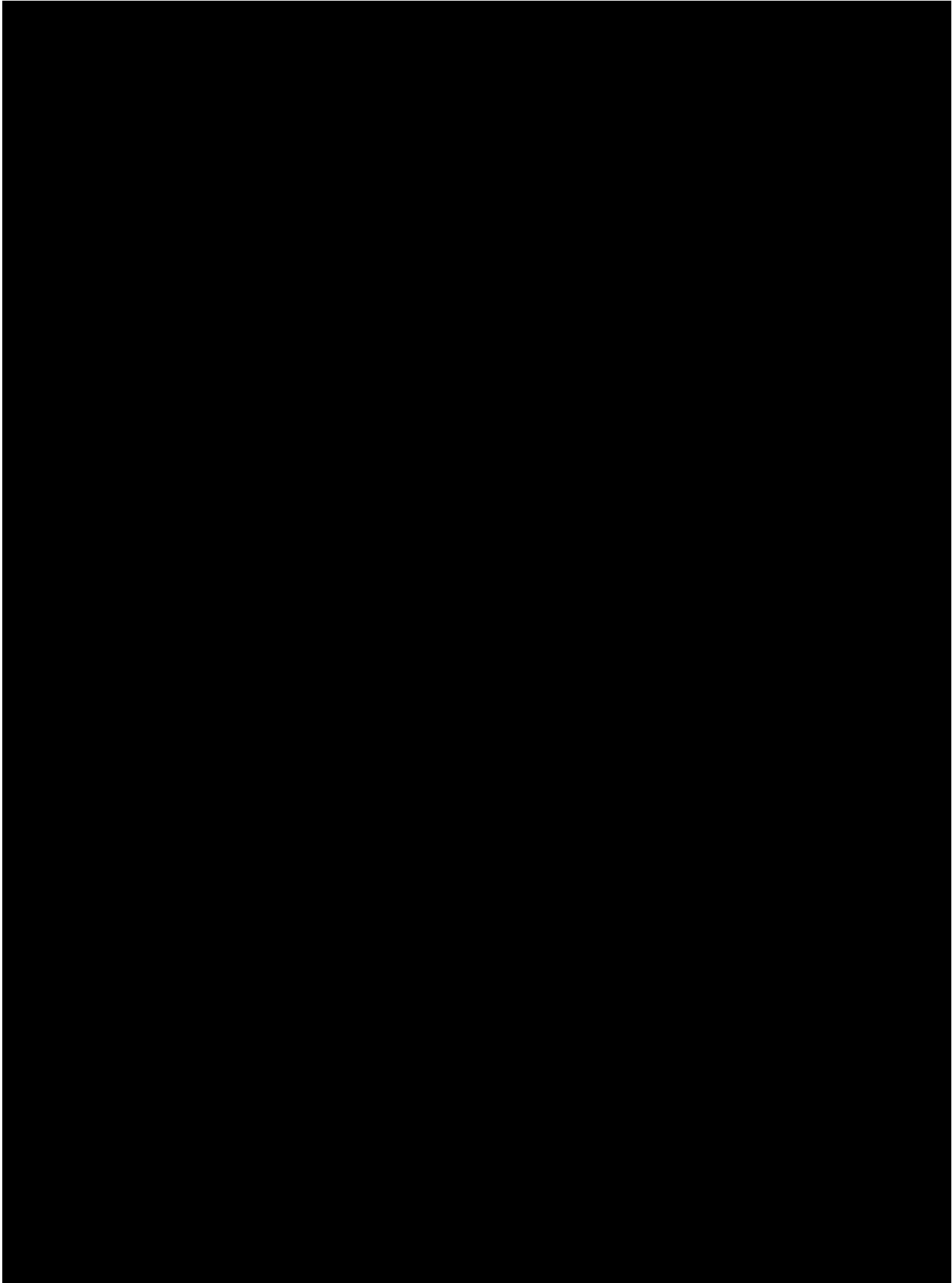




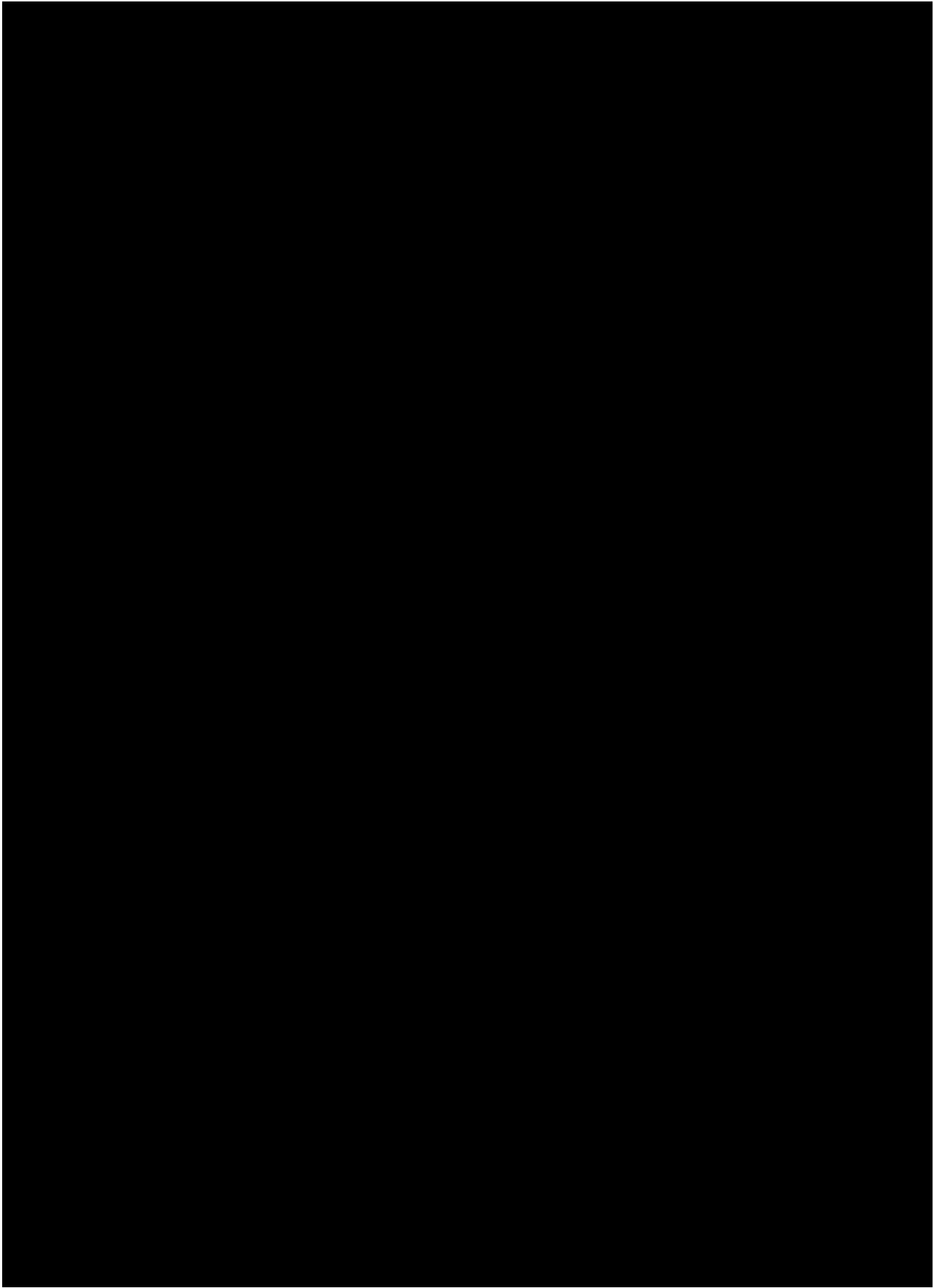
**JOHN
HOLLAND**



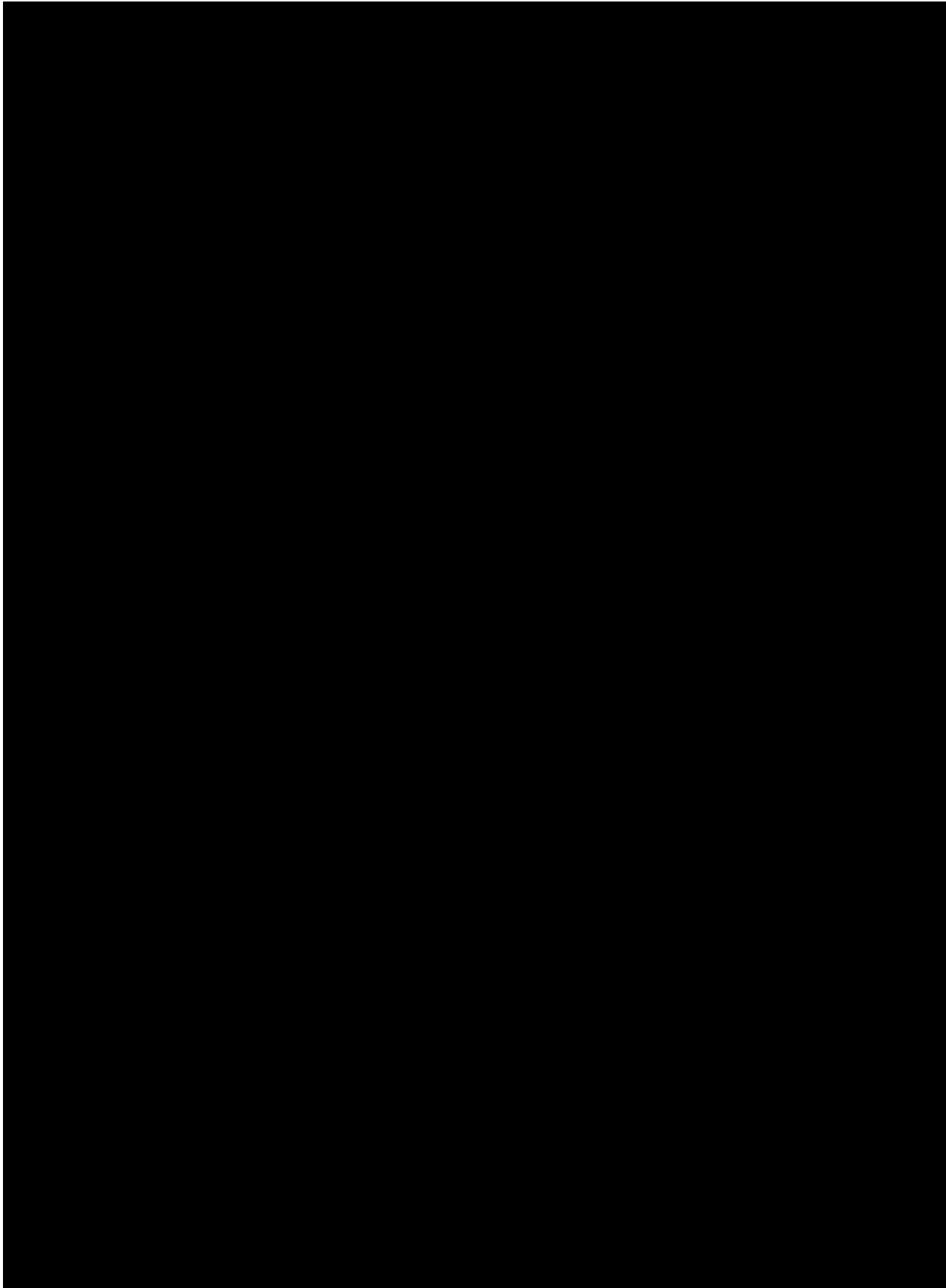




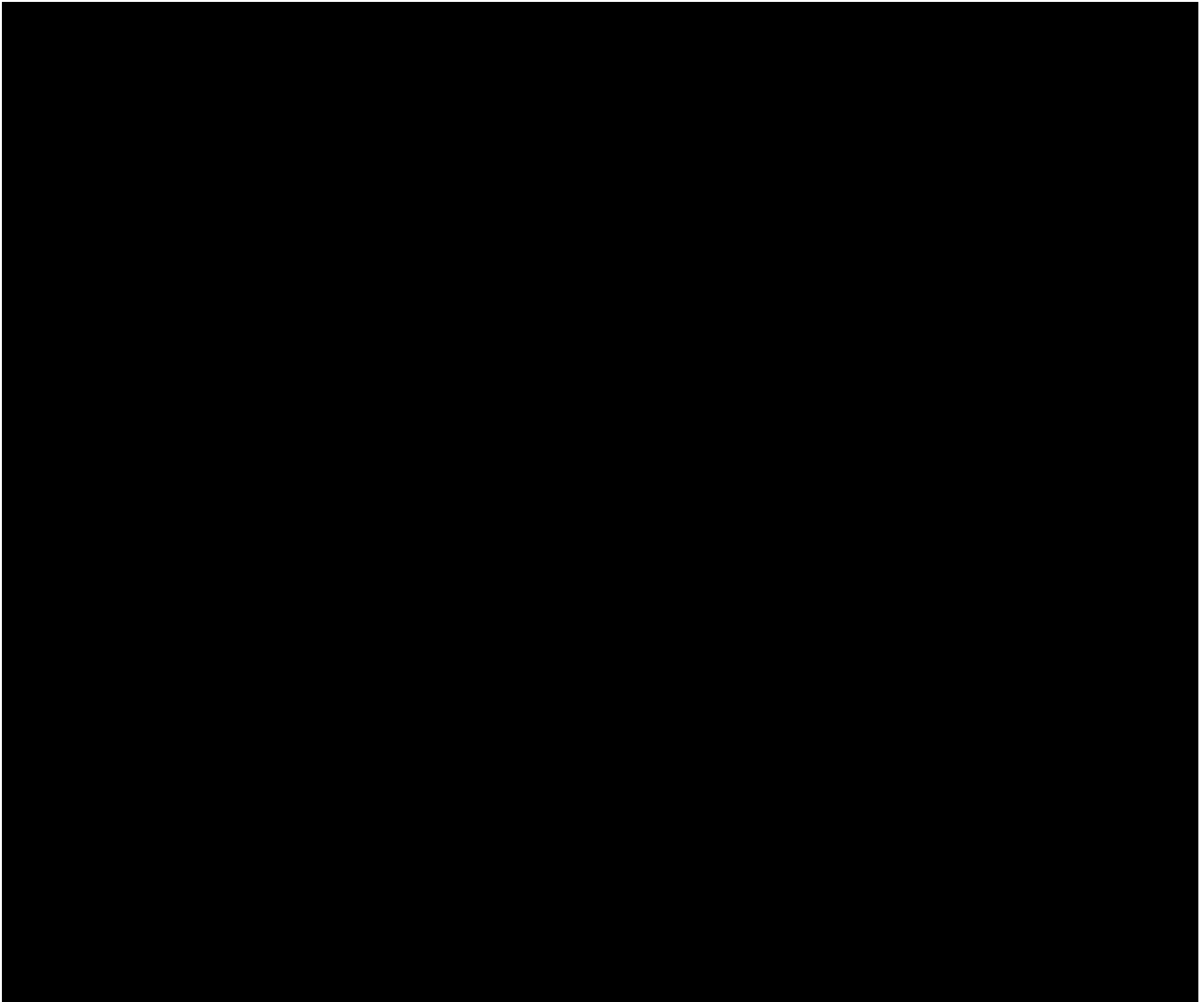
**JOHN
HOLLAND**



**JOHN
HOLLAND**



JOHN
HOLLAND



**JOHN
HOLLAND**

EXECUTED as a deed.

EXECUTED by **SYDNEY METRO ABN 12 354 063 515** by its authorised delegate in the presence of:

Signature of authorised delegate

Signature of witness

Name of authorised delegate

Name of witness in full

EXECUTED by **JOHN HOLLAND PTY LTD ABN 11 004 282 268** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of other Director/Secretary

Name of Director in full

Name of Secretary/other Director in full

EXECUTED by **ADVISIAN PTY LTD ABN 50 098 008 818** in accordance with section 127 of the *Corporations Act 2011* (Cth)

Signature of Director

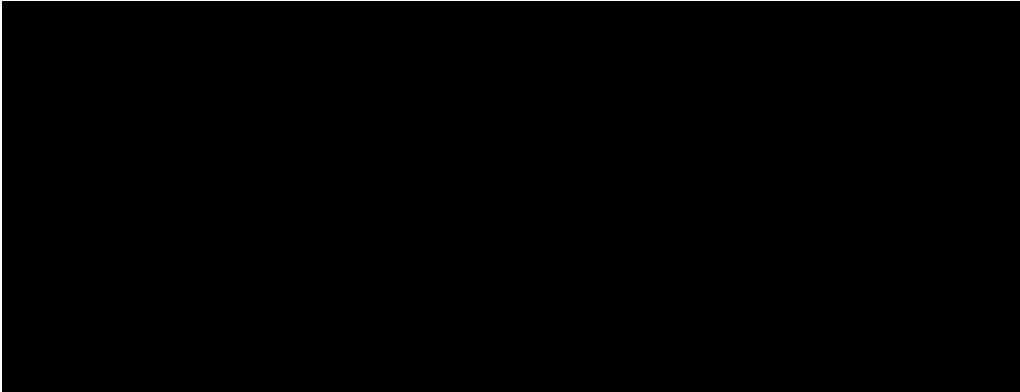
Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

EXHIBIT 1

Indicative list of WL Contractor submissions

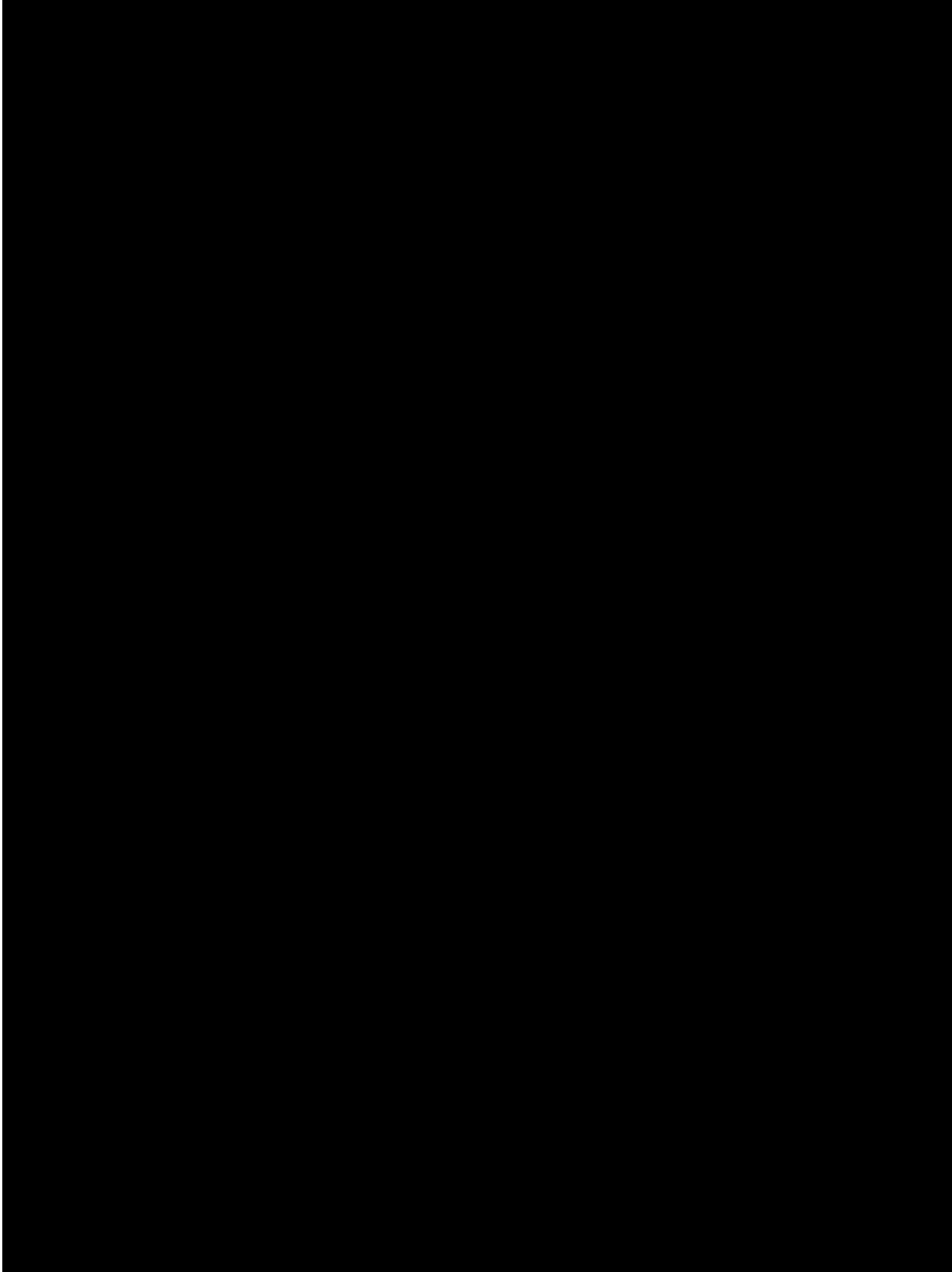


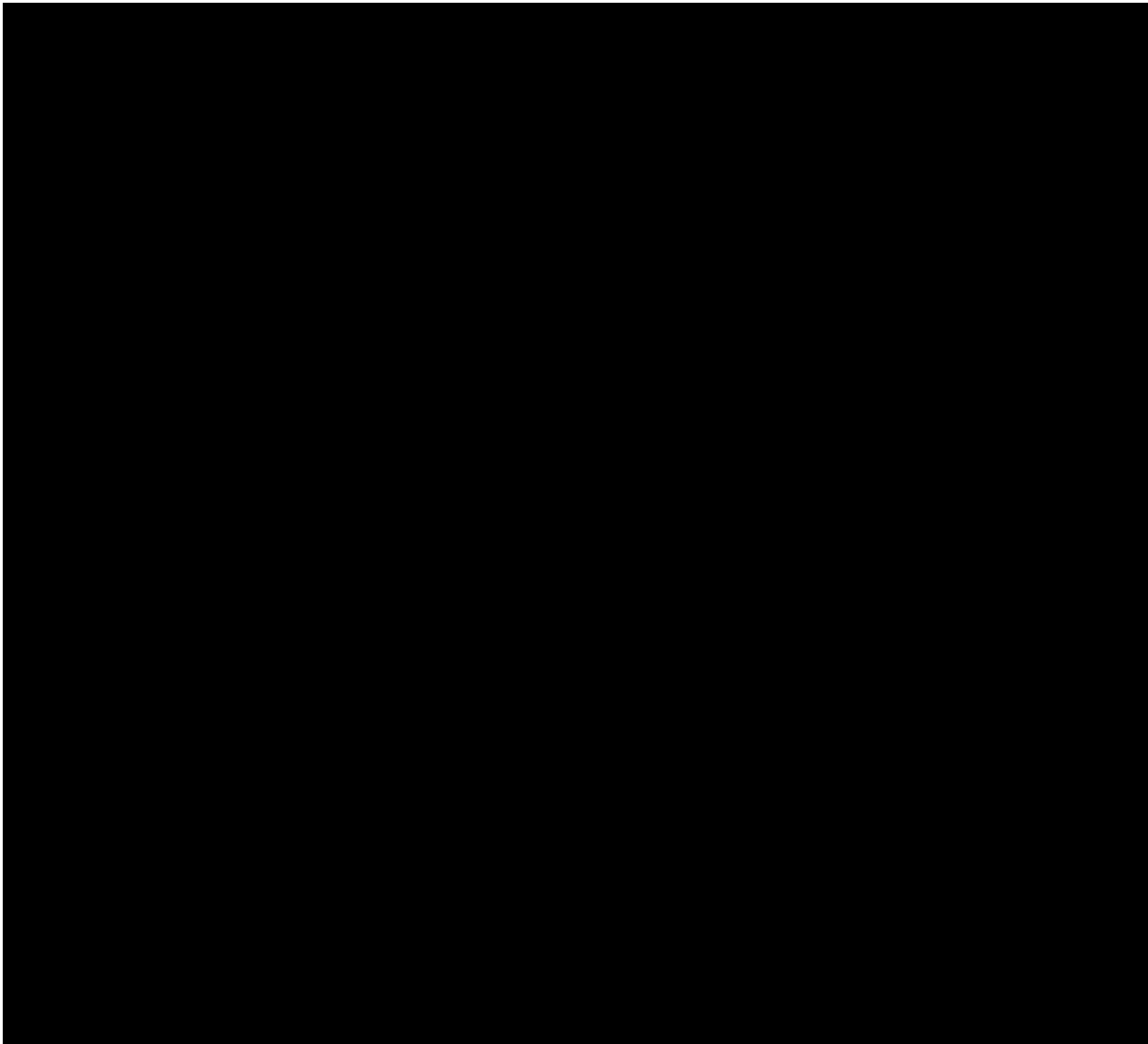
**JOHN
HOLLAND**

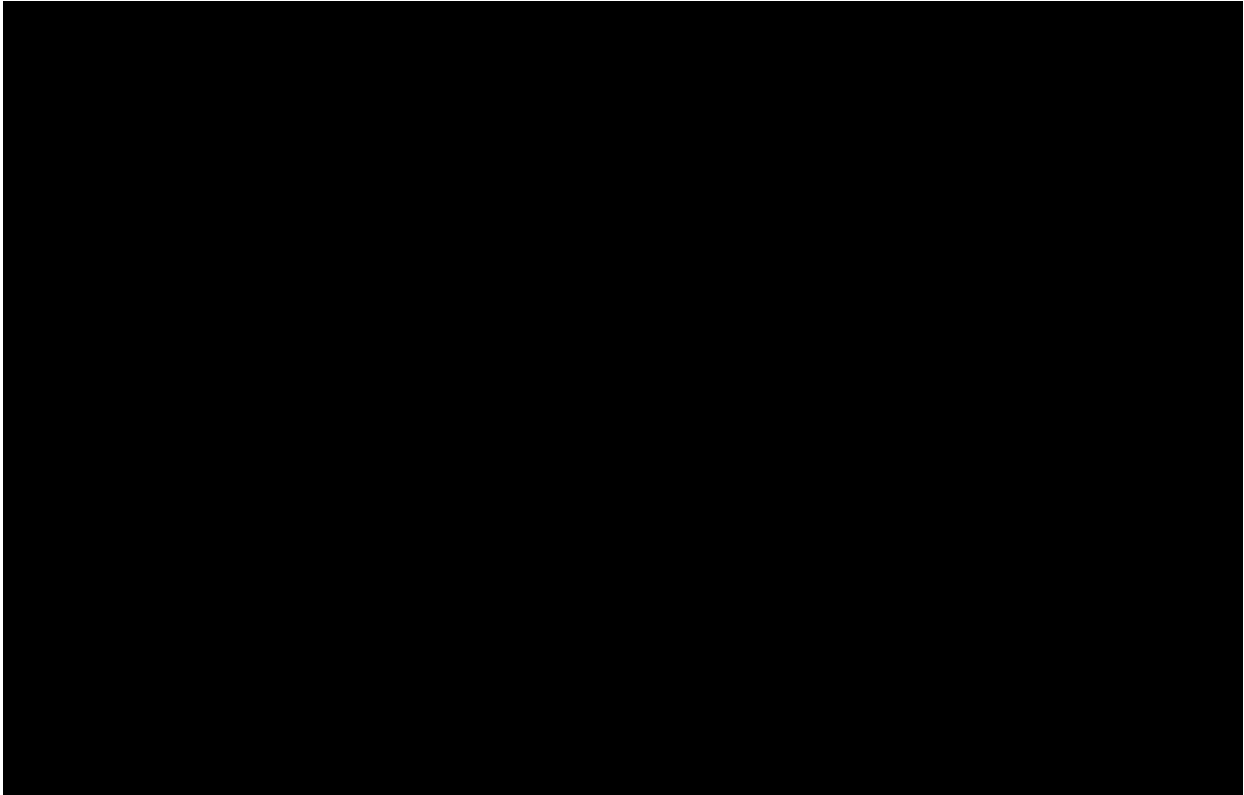
SCHEDULE A15. – NOT USED

SCHEDULE A16. – FORM OF COLLATERAL WARRANTY DEED POLL

(Schedule A2 and clause 12.7)

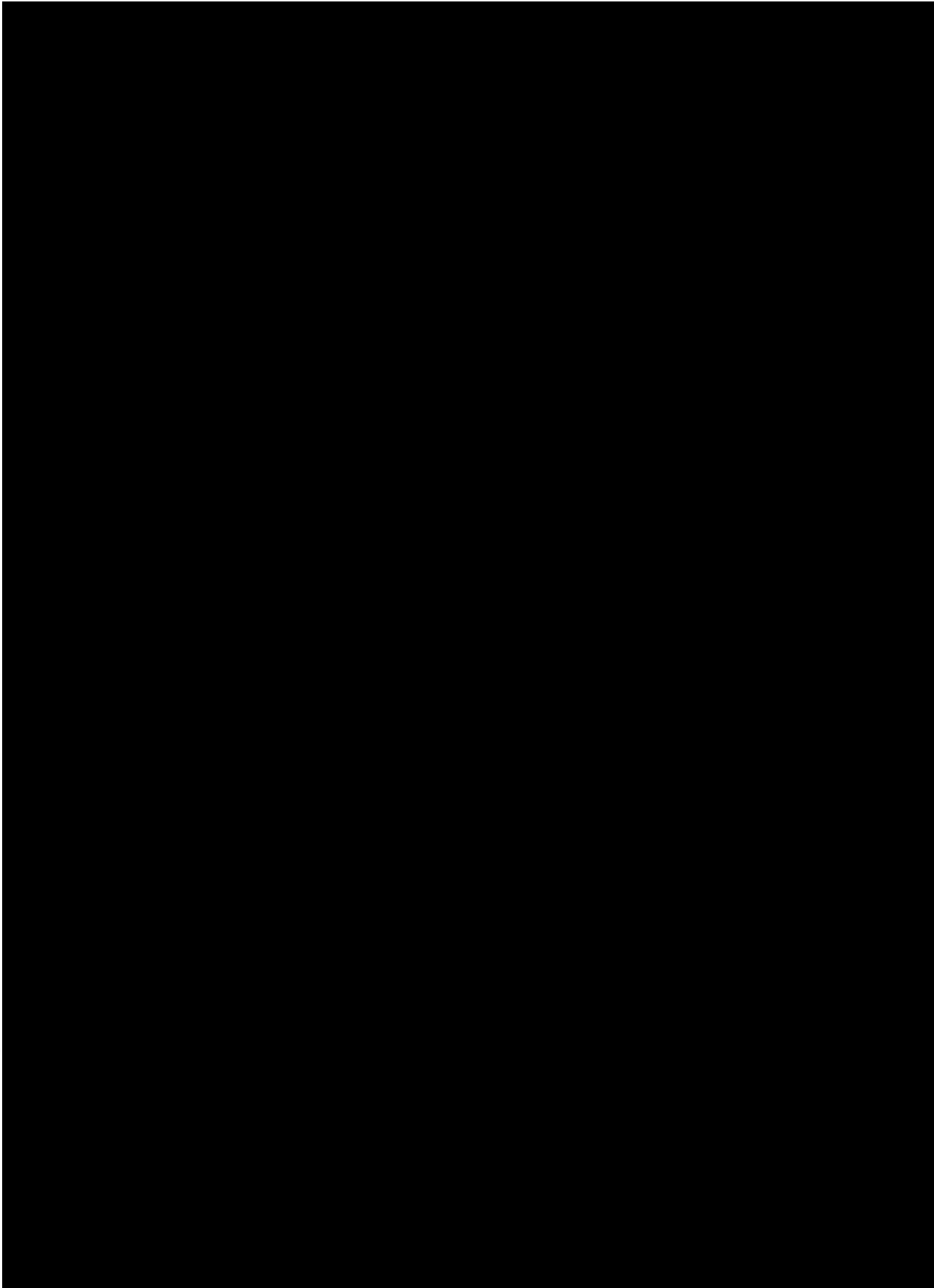


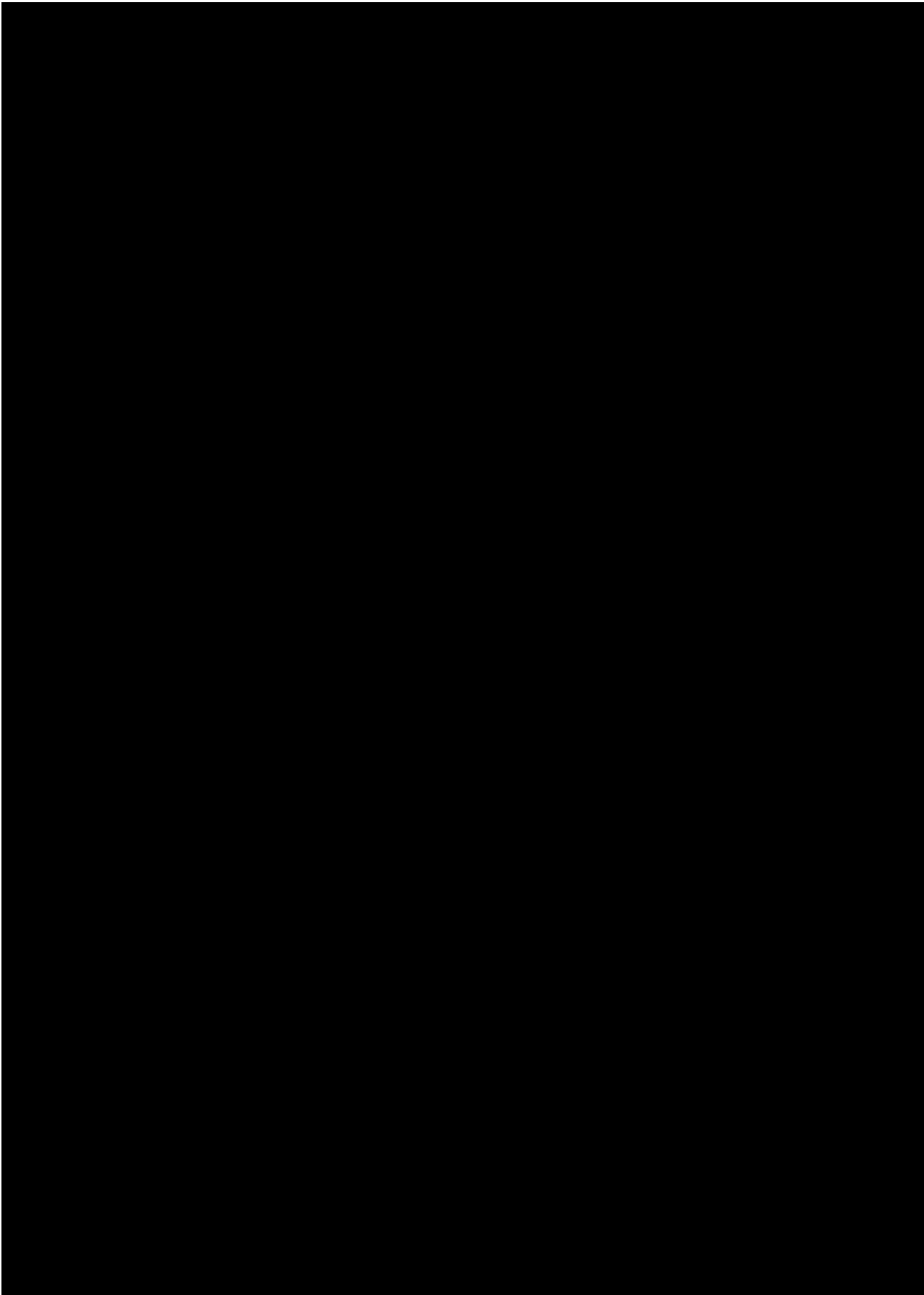


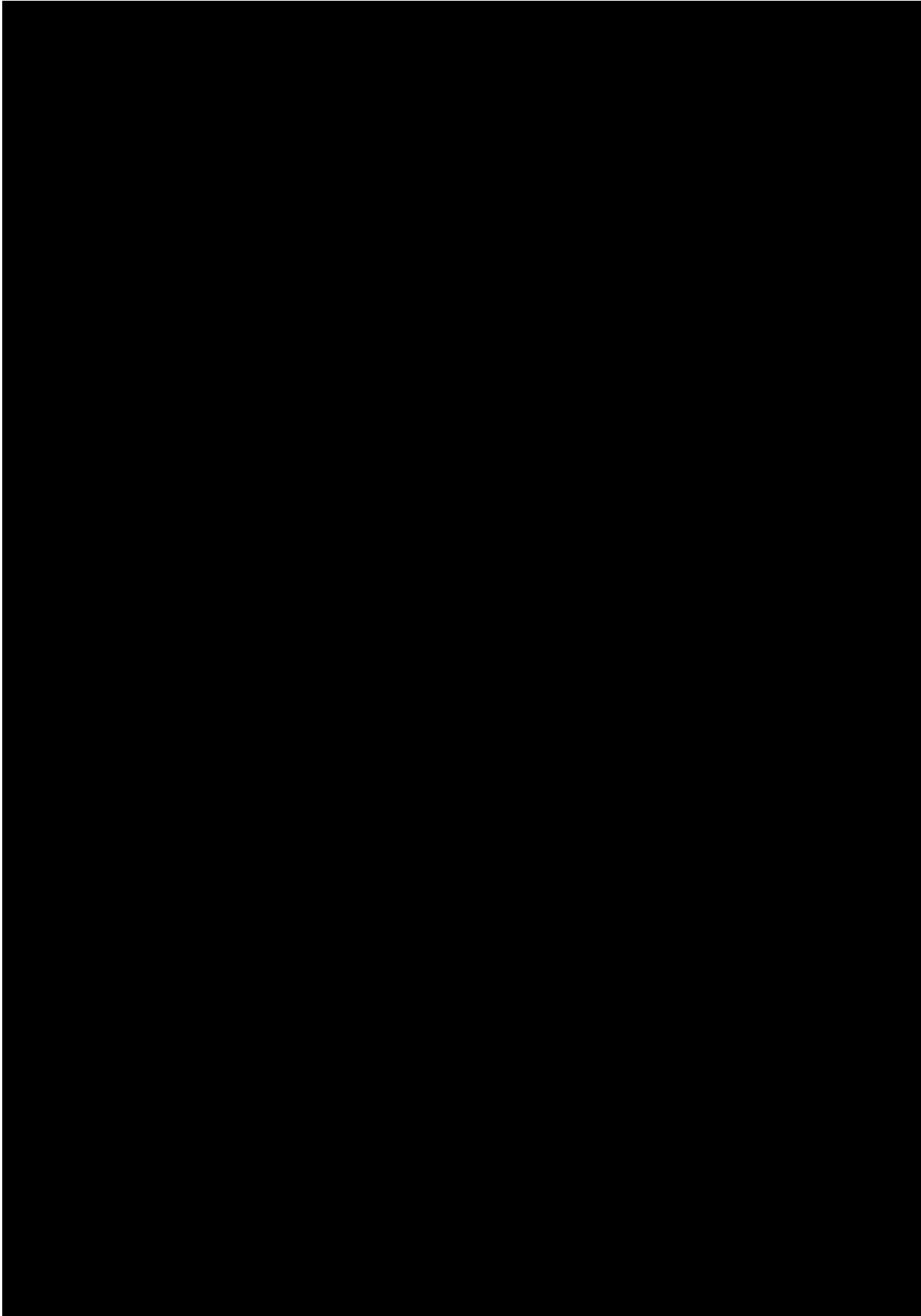


SCHEDULE A17. – MASTER INTERFACE PROTOCOLS DEED POLL

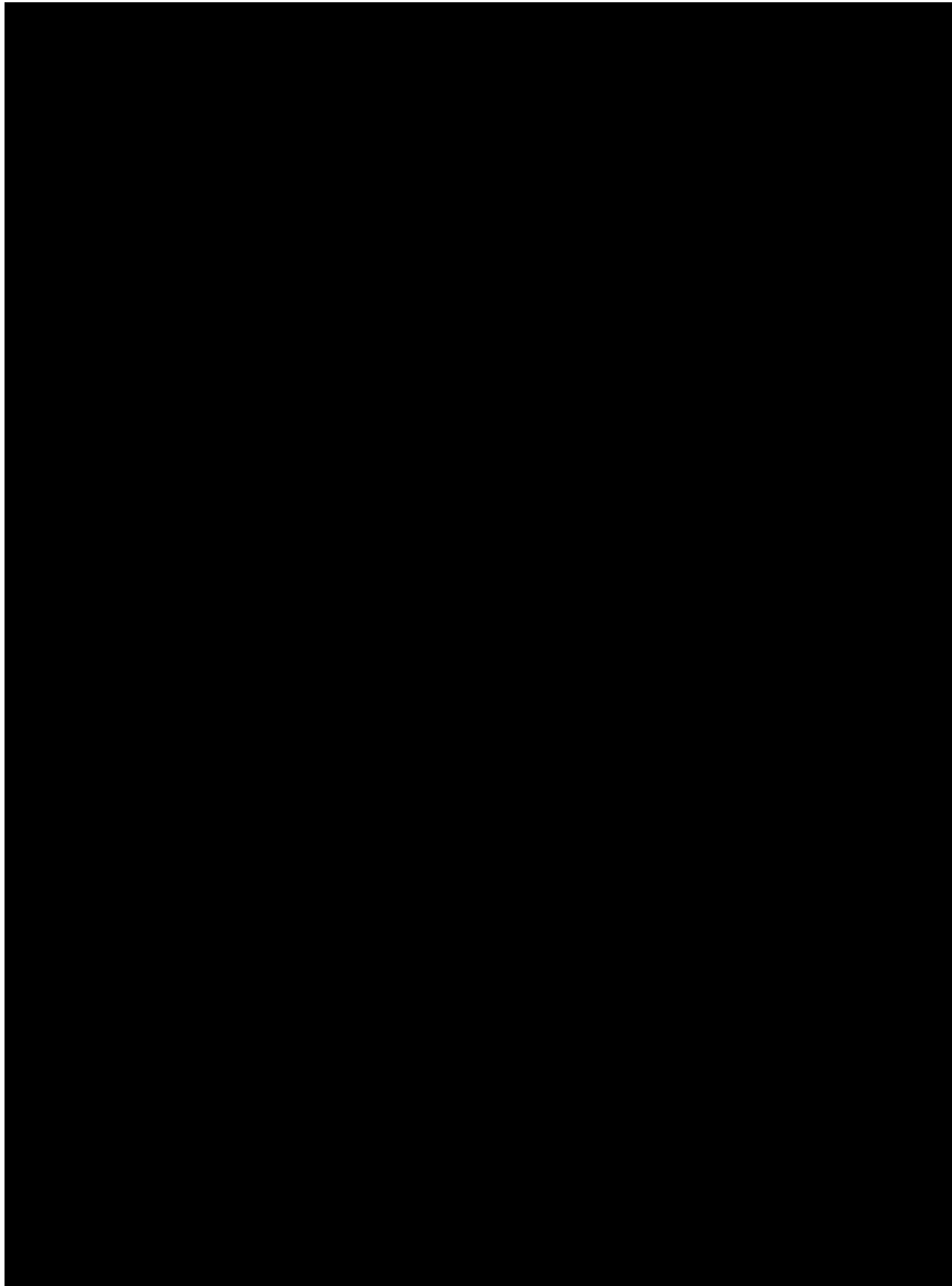
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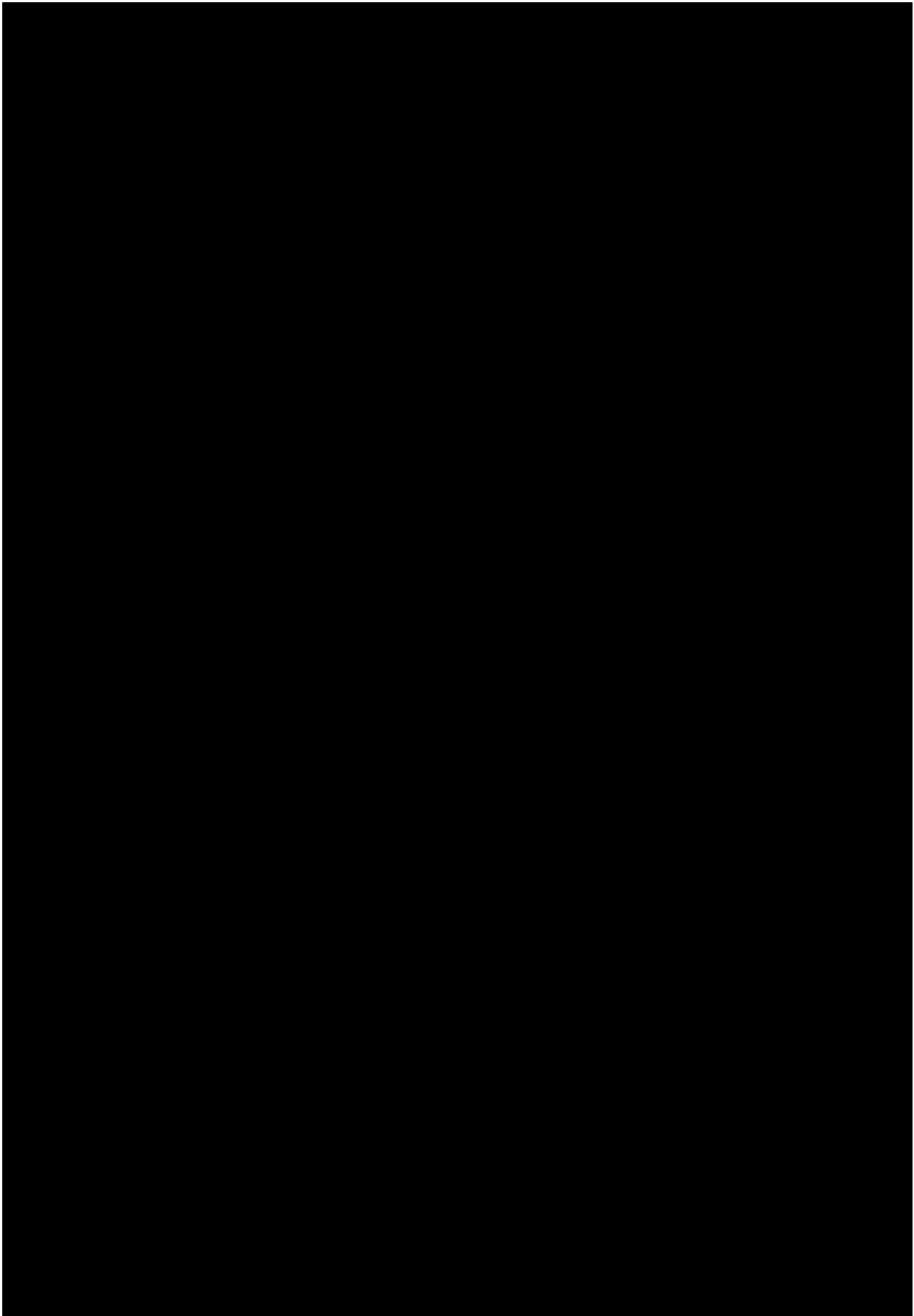




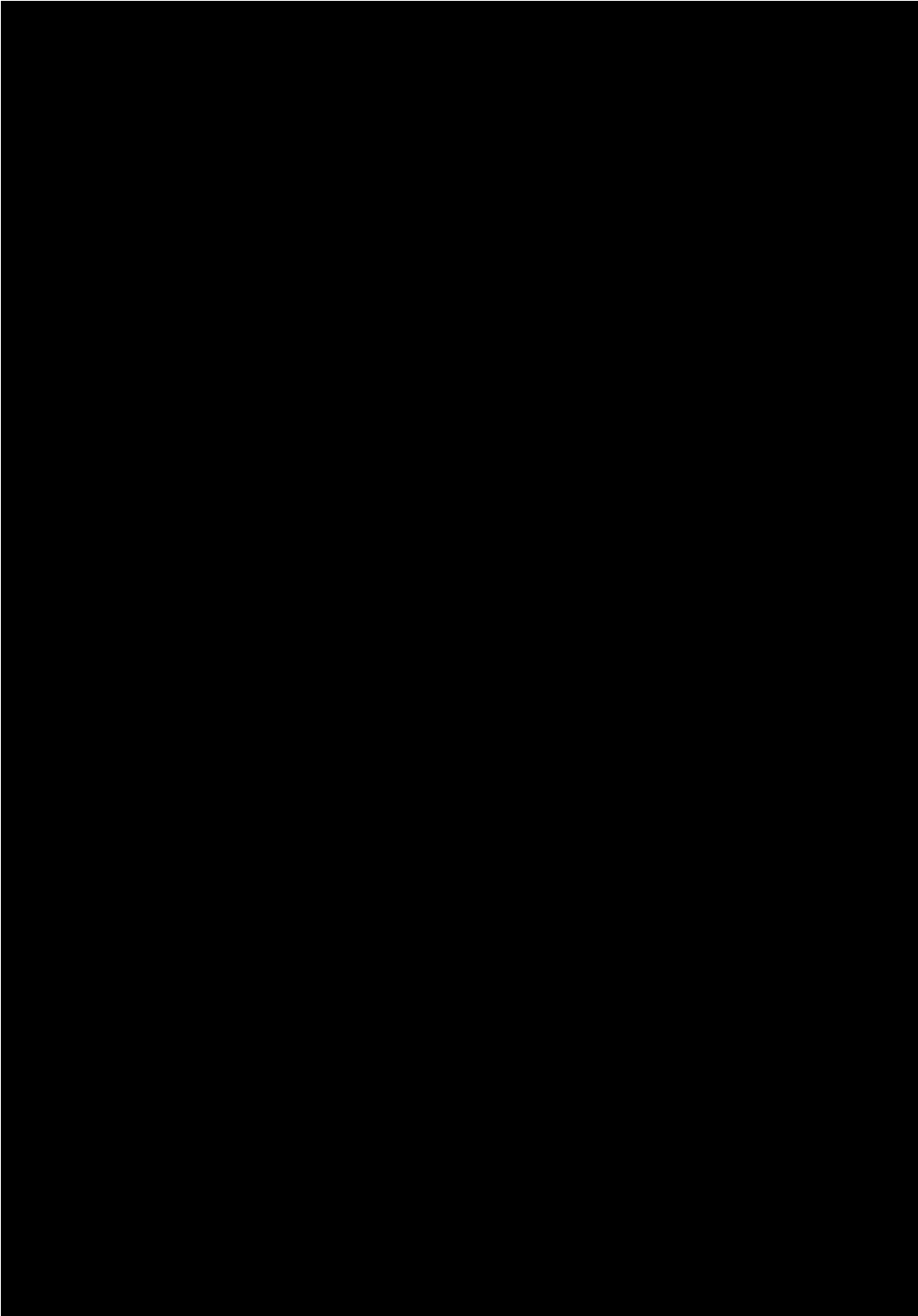


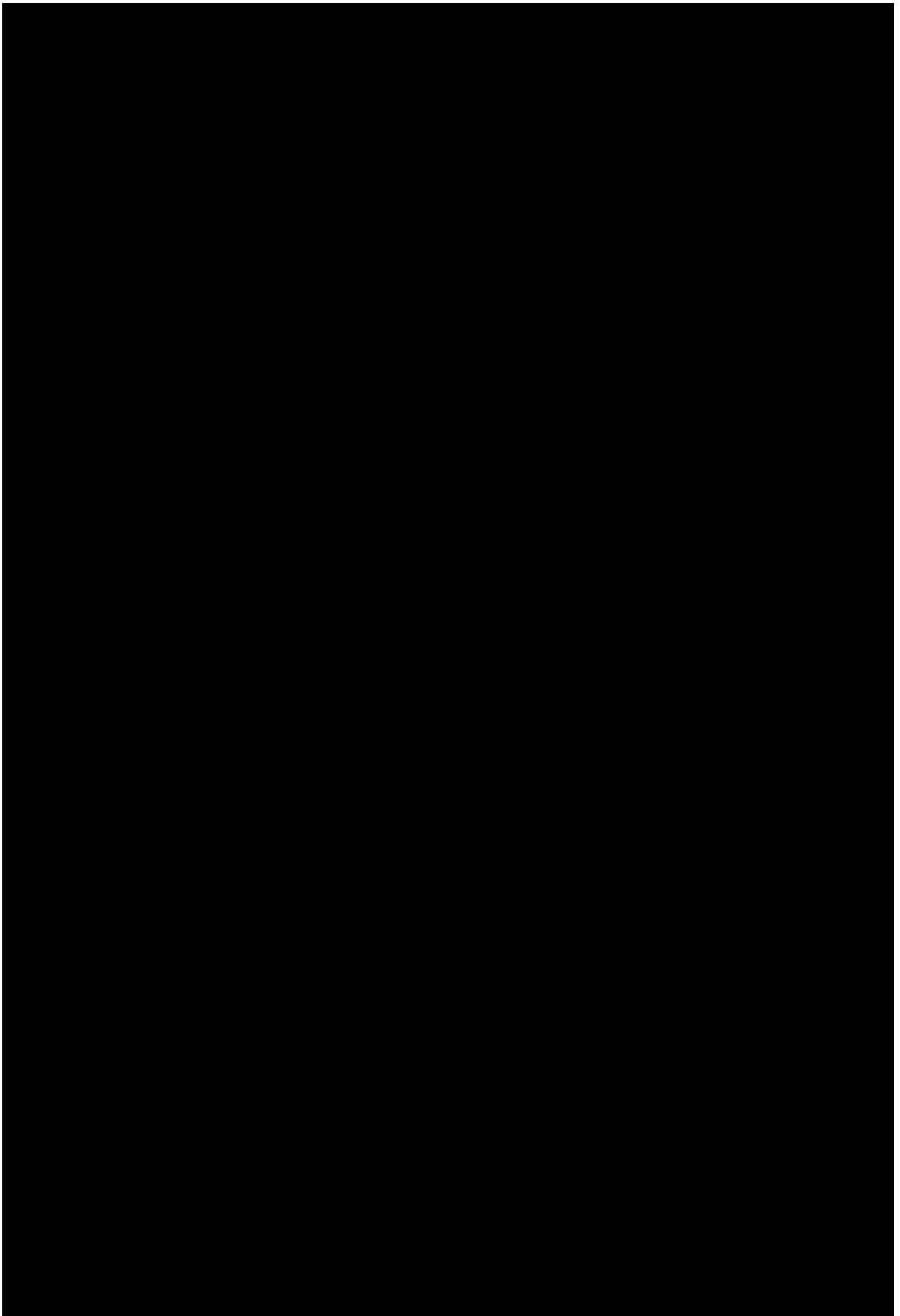
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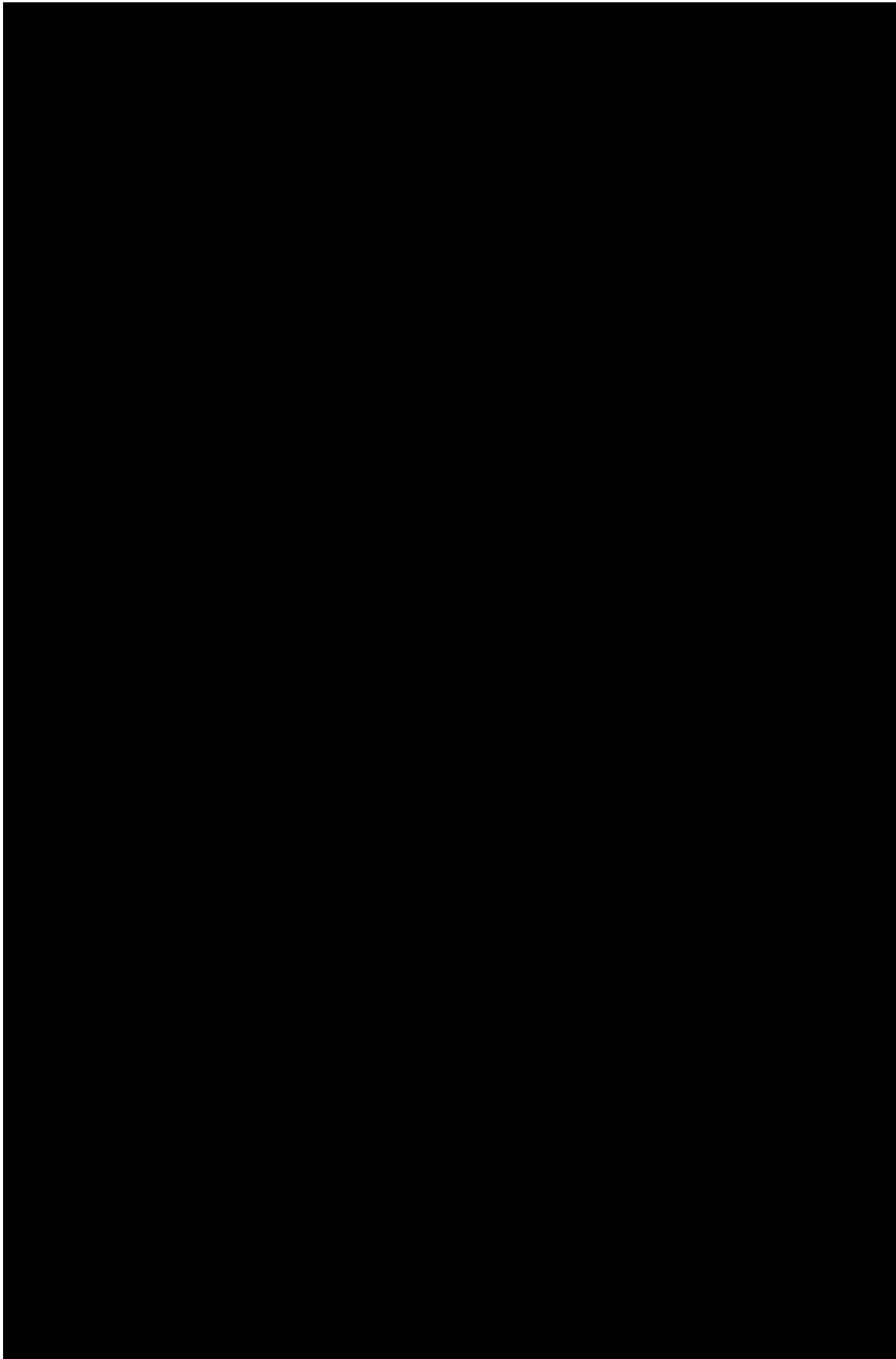


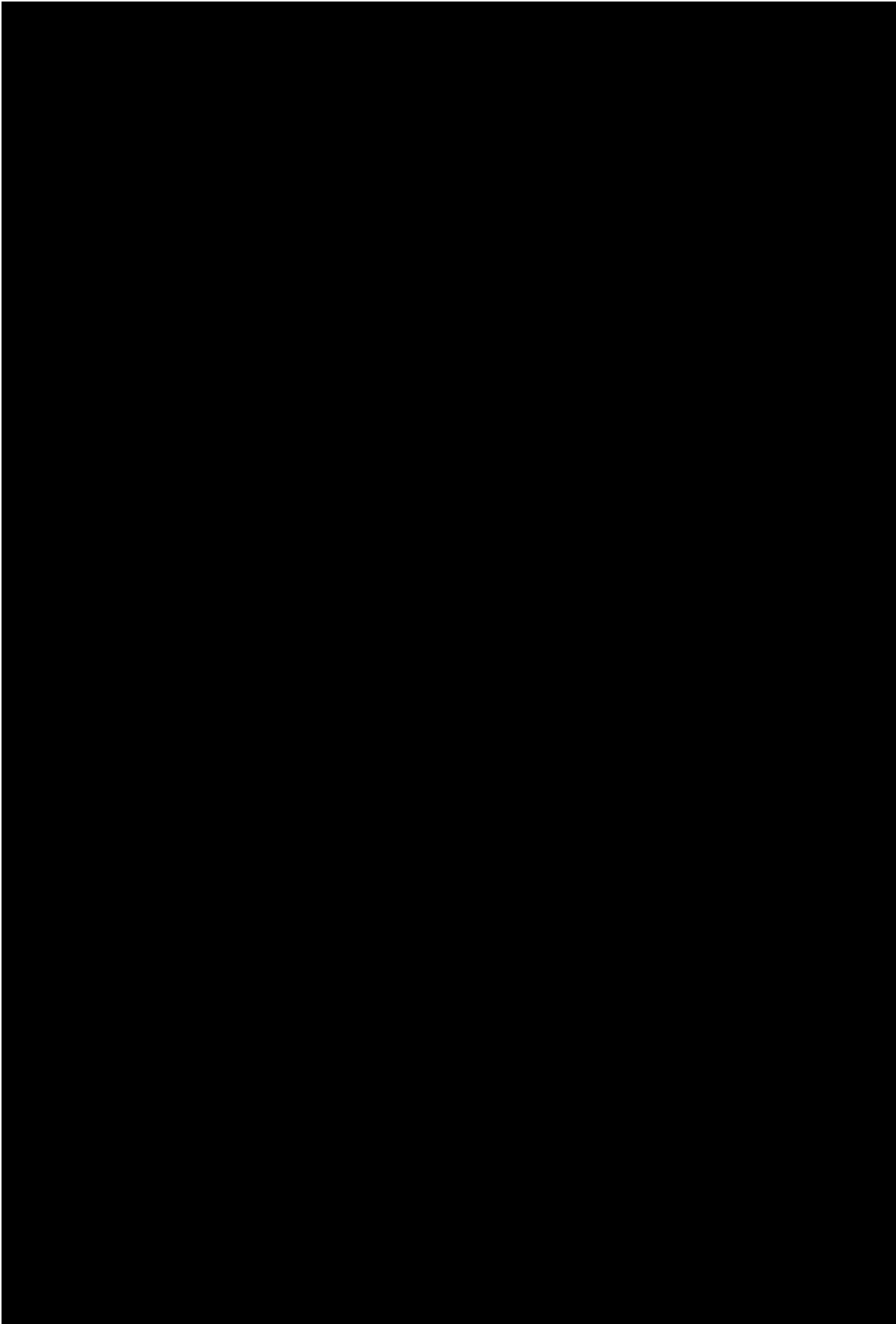


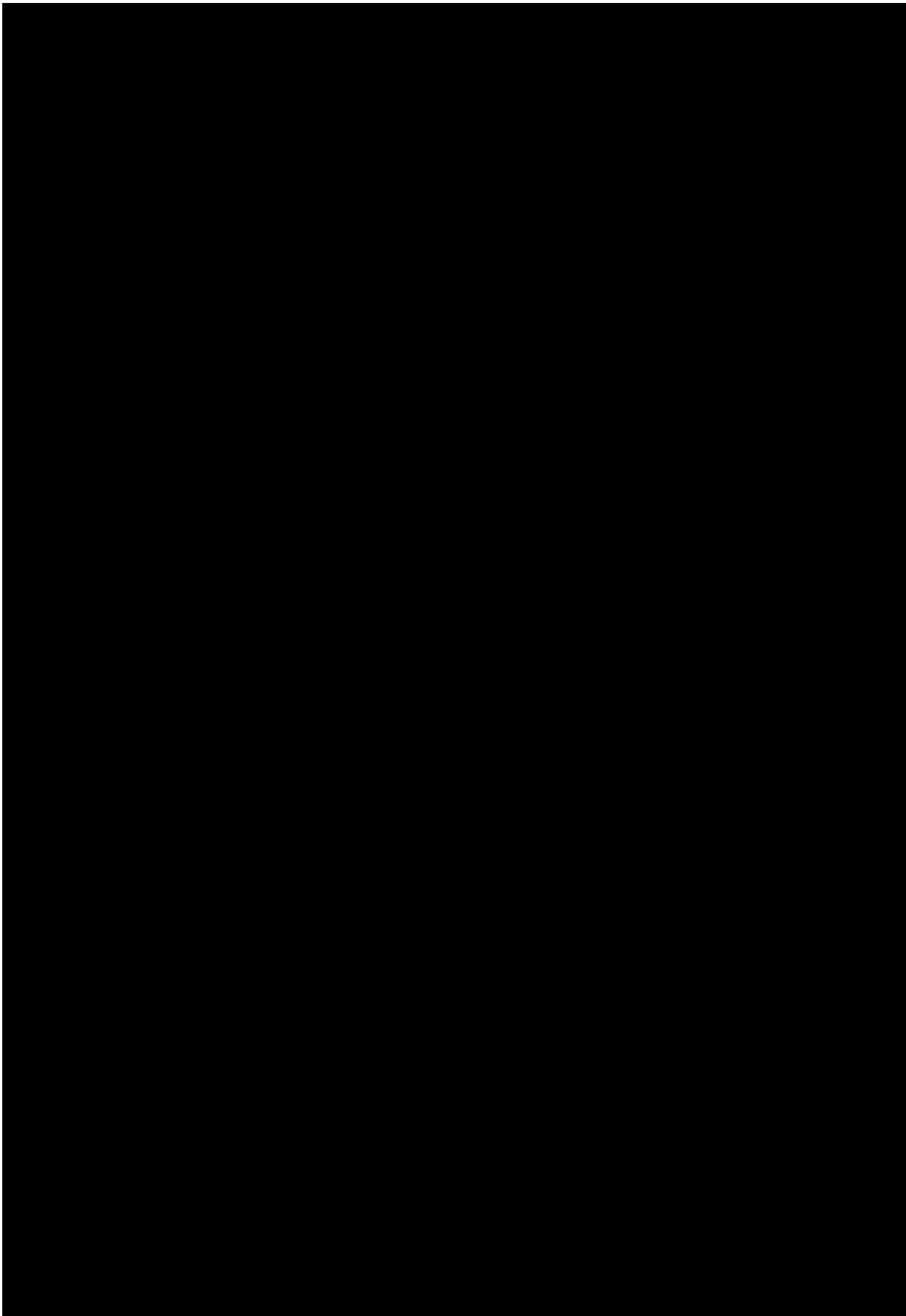
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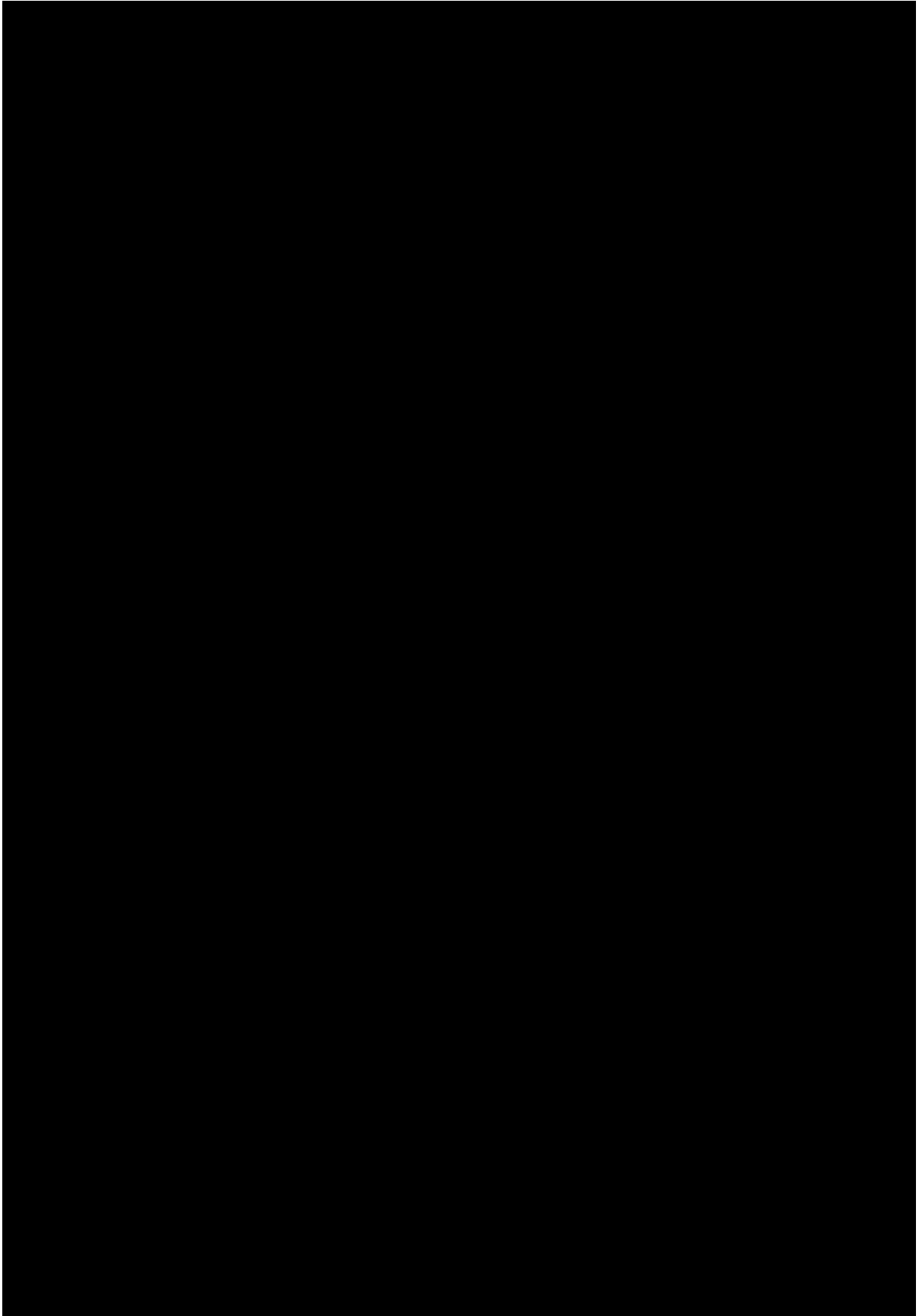


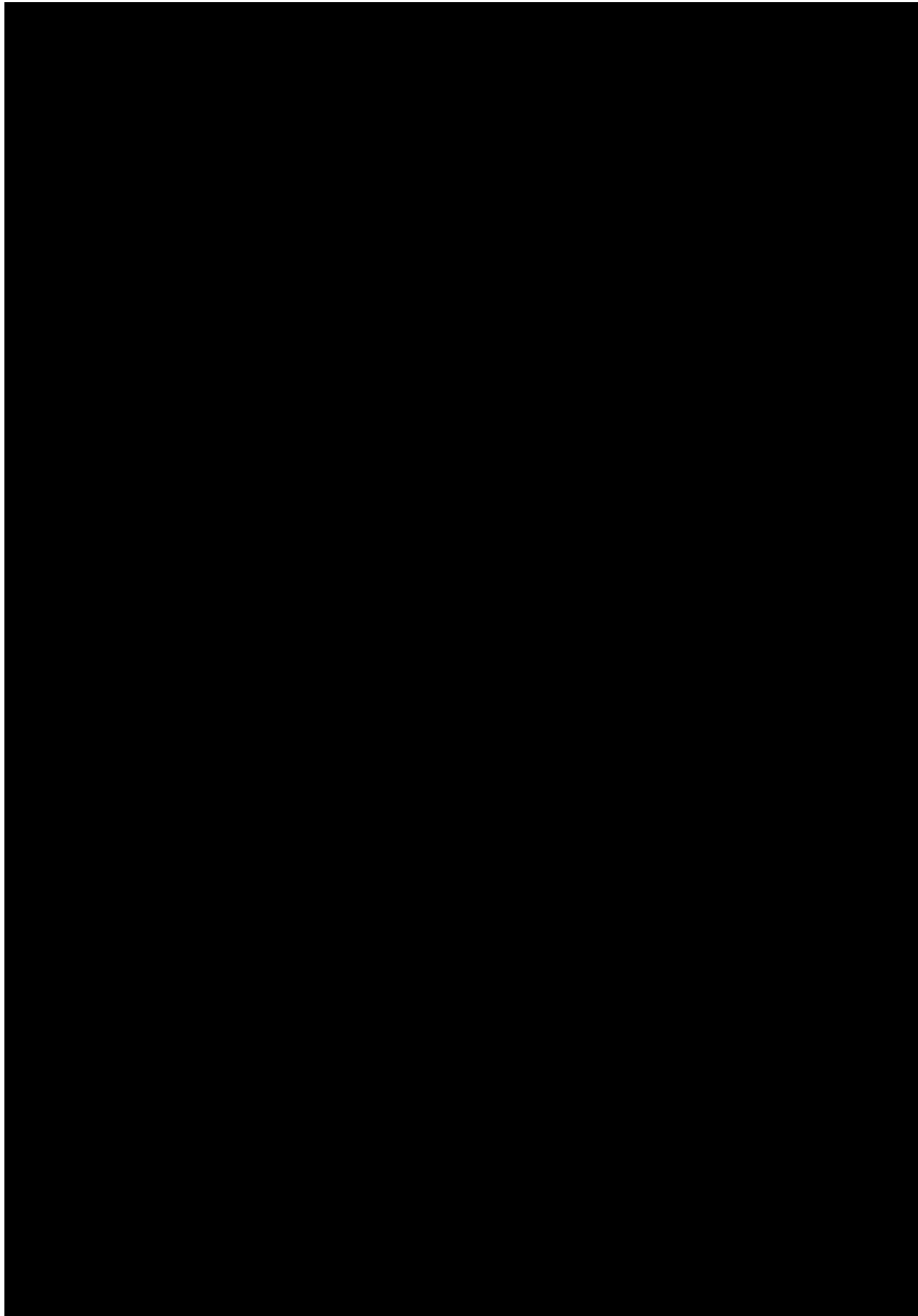


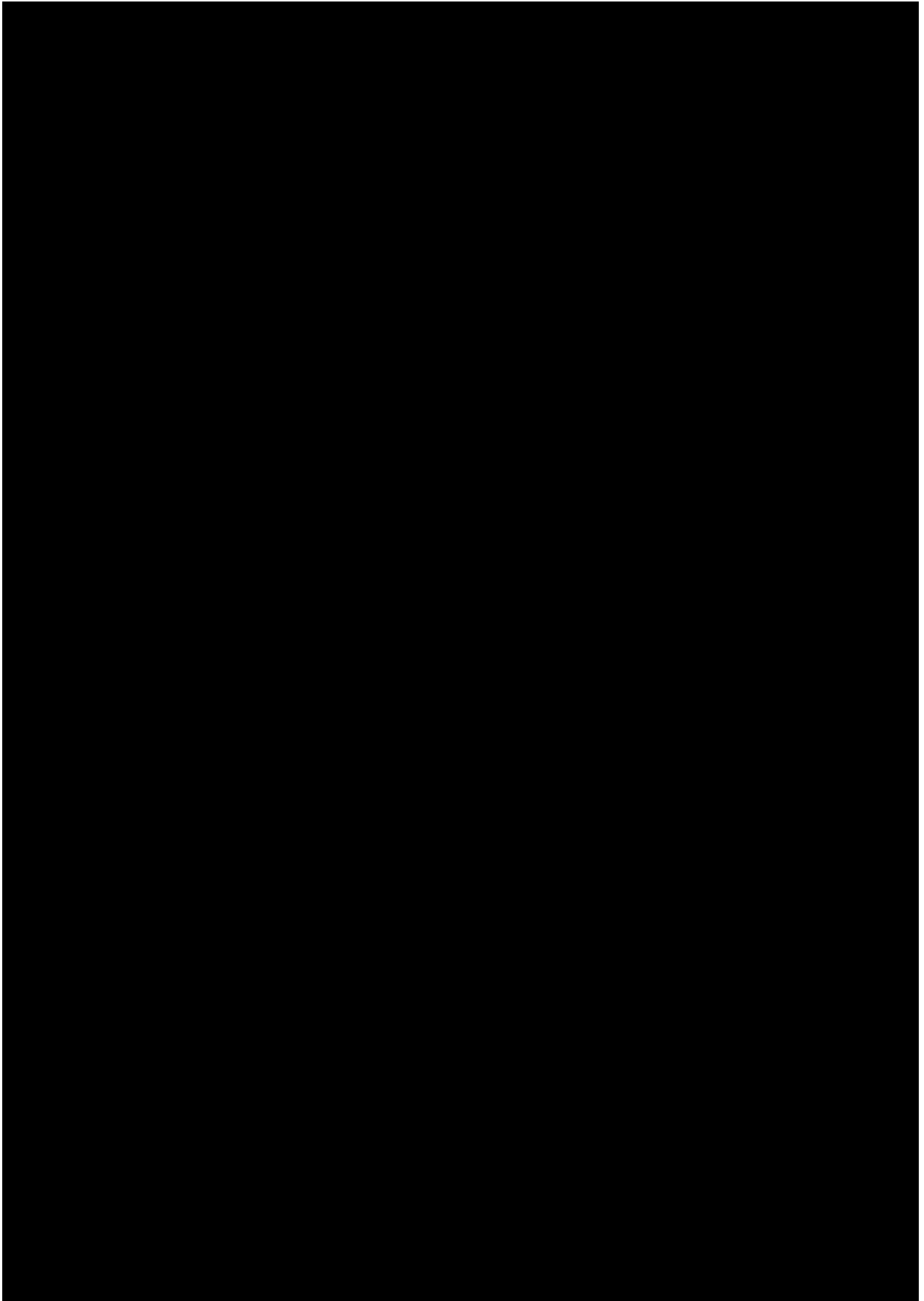






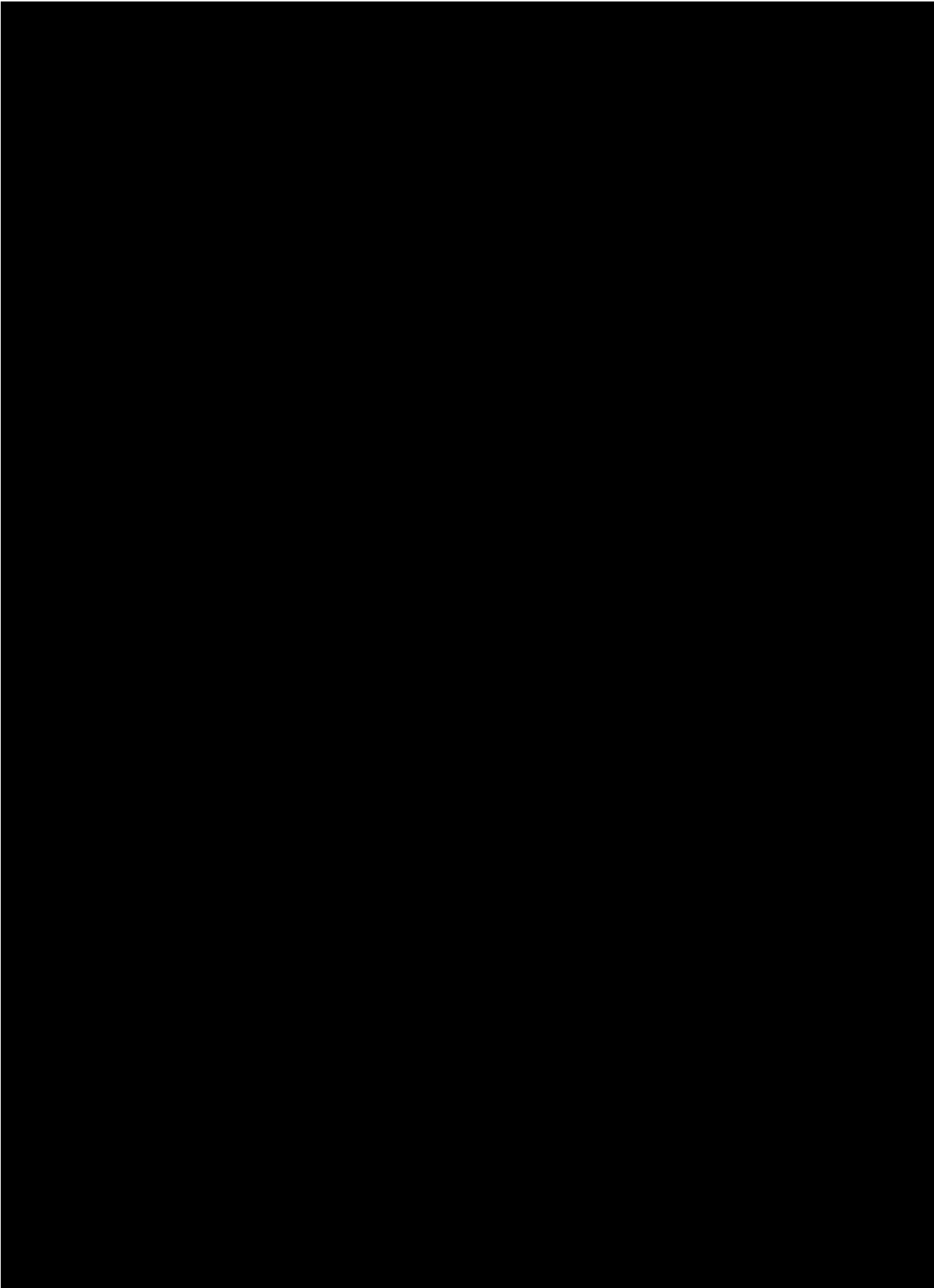


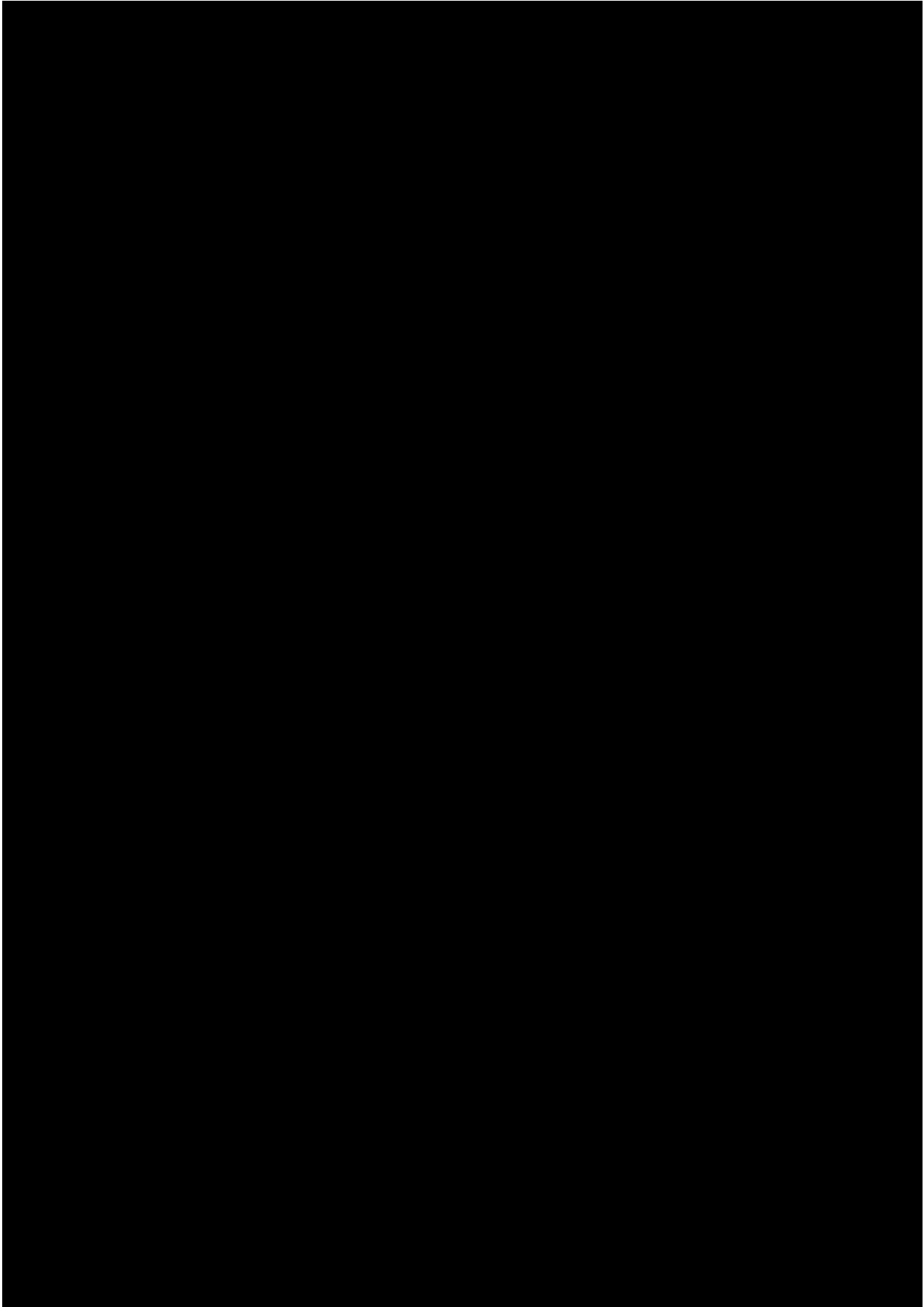




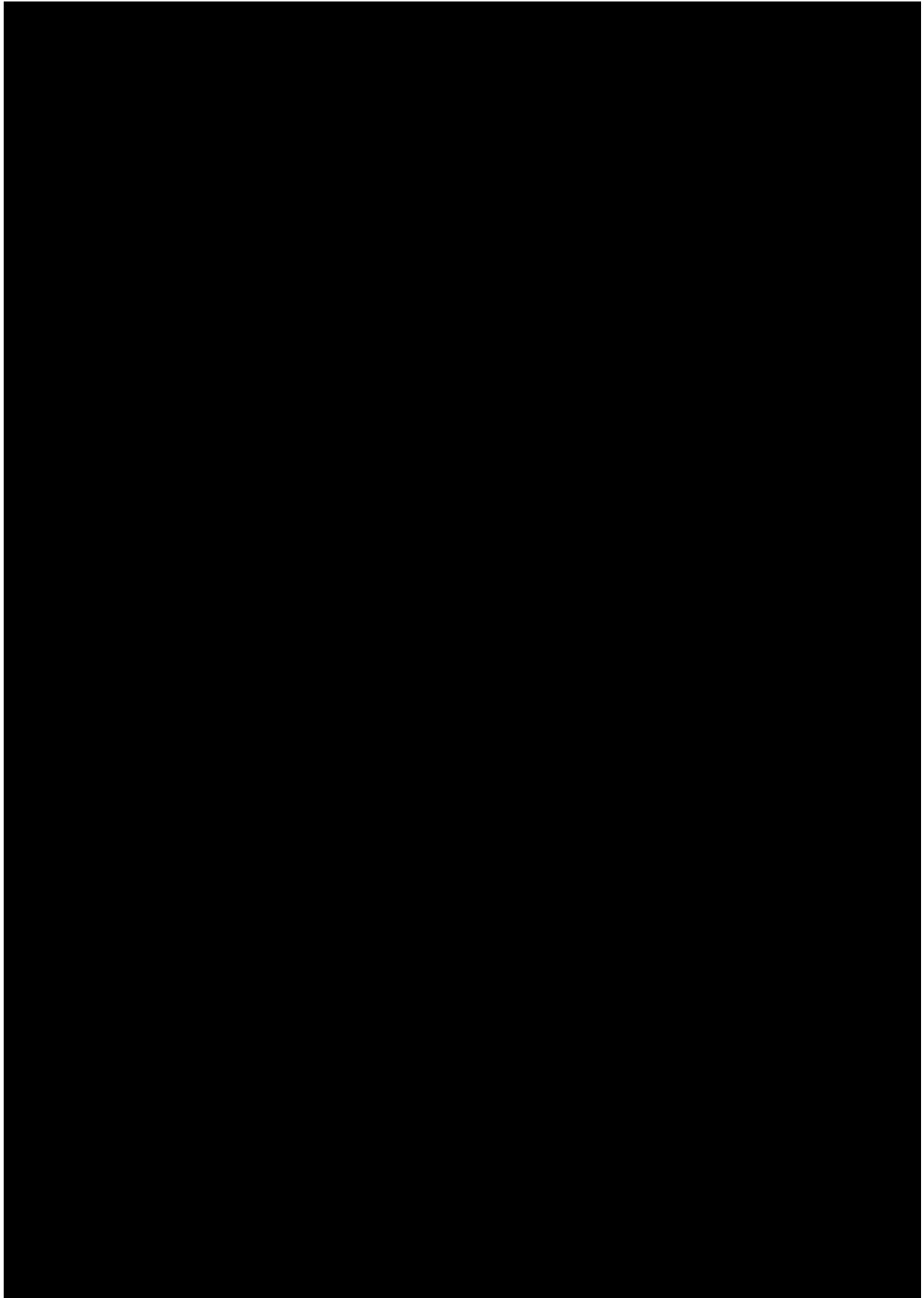
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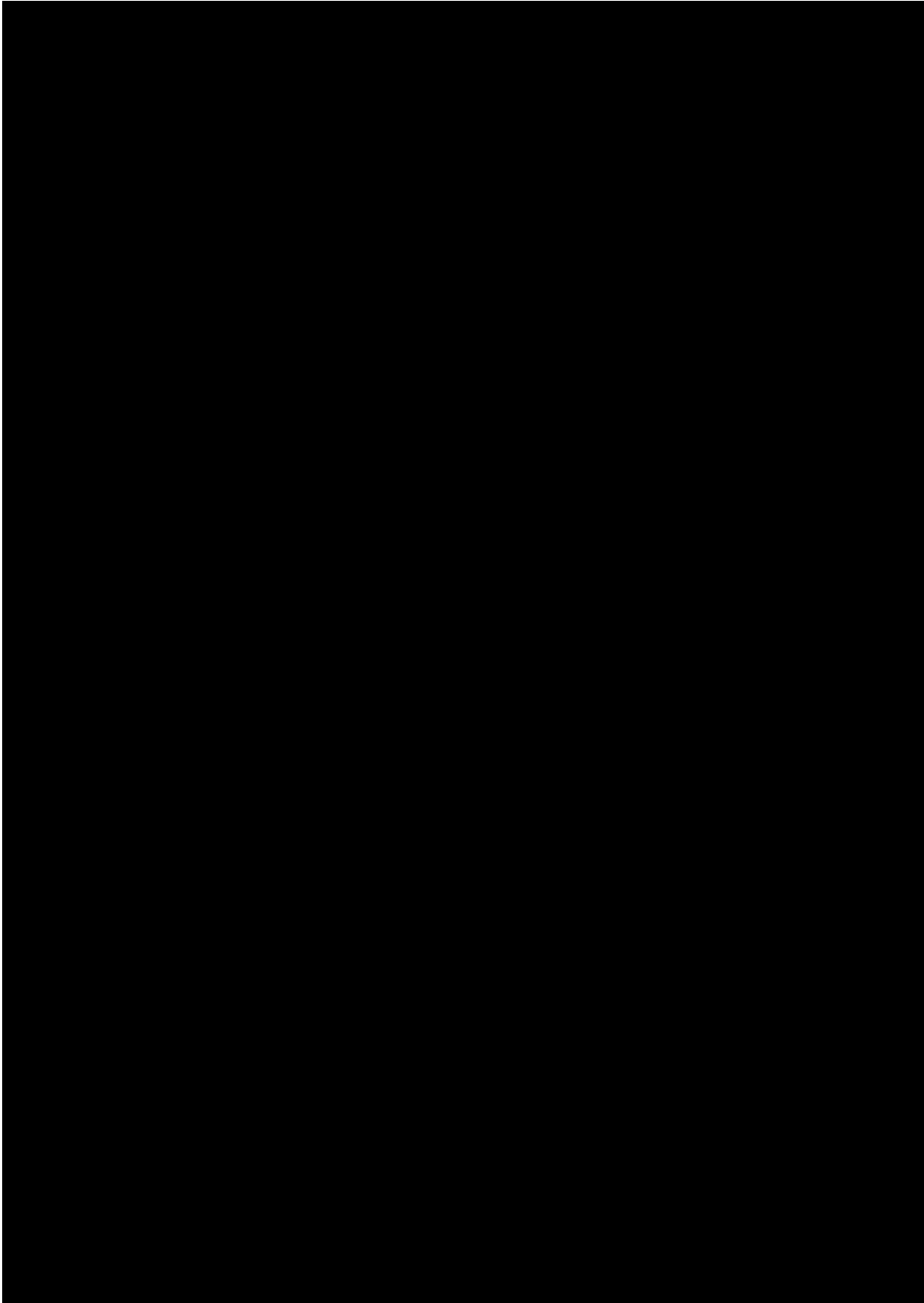
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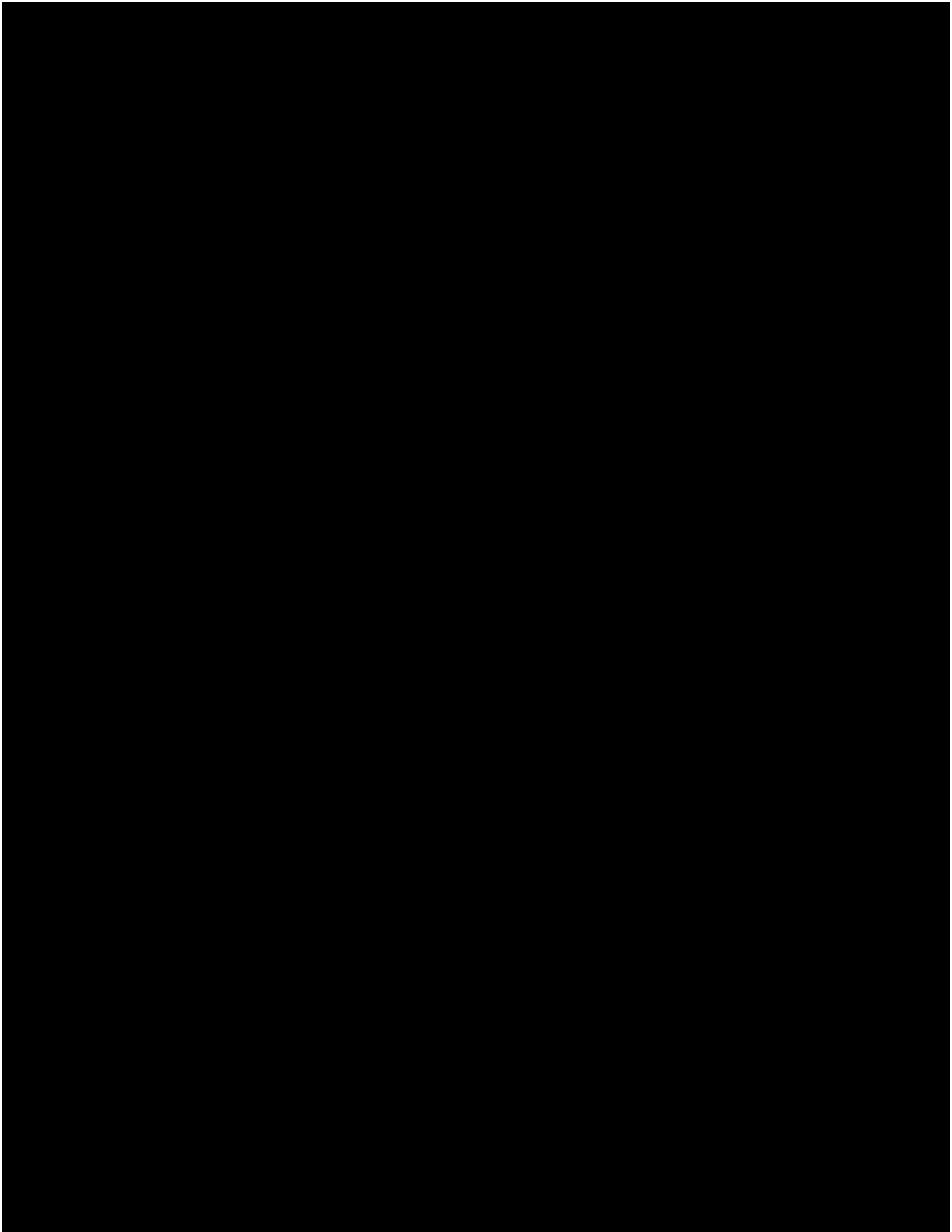




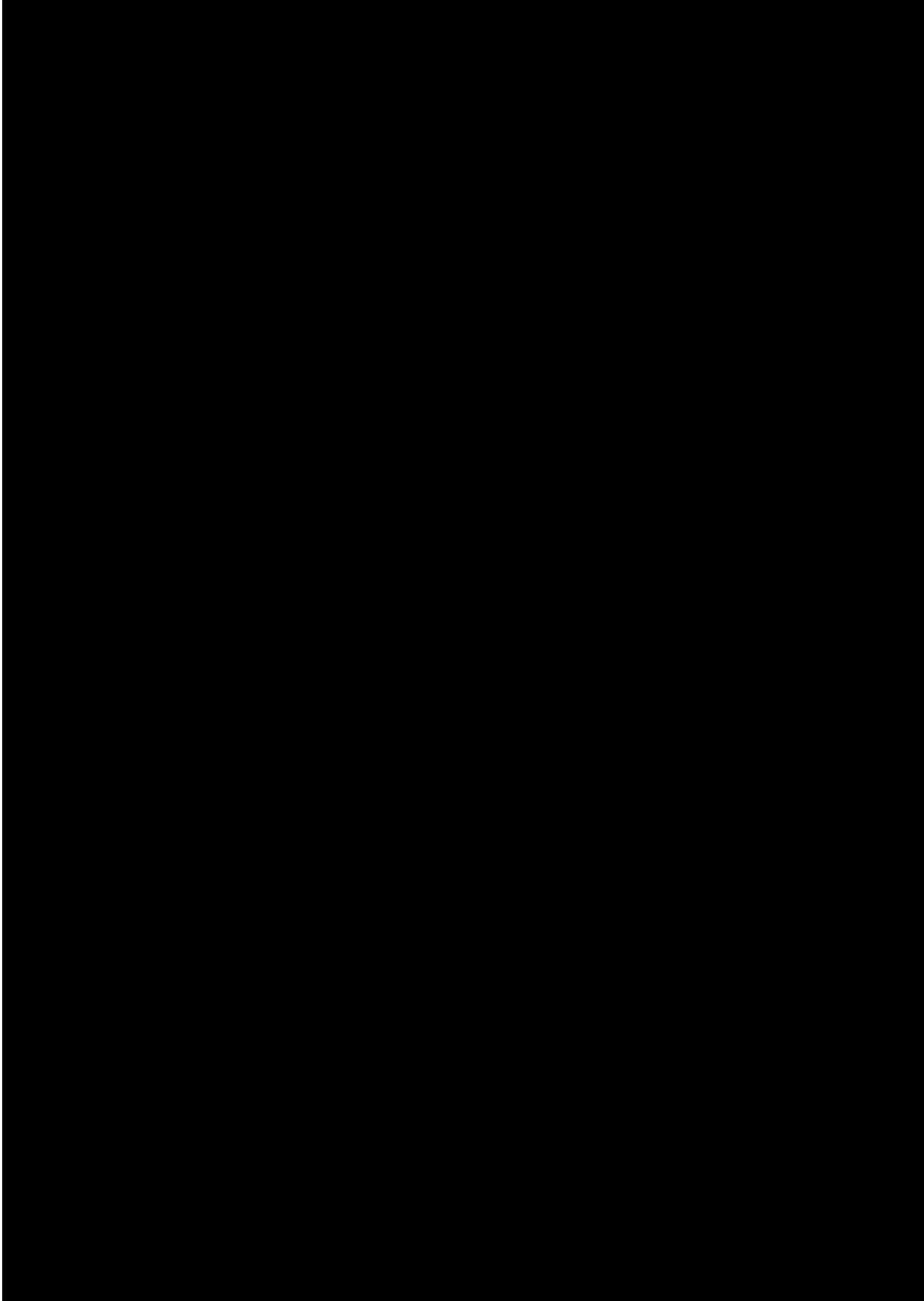
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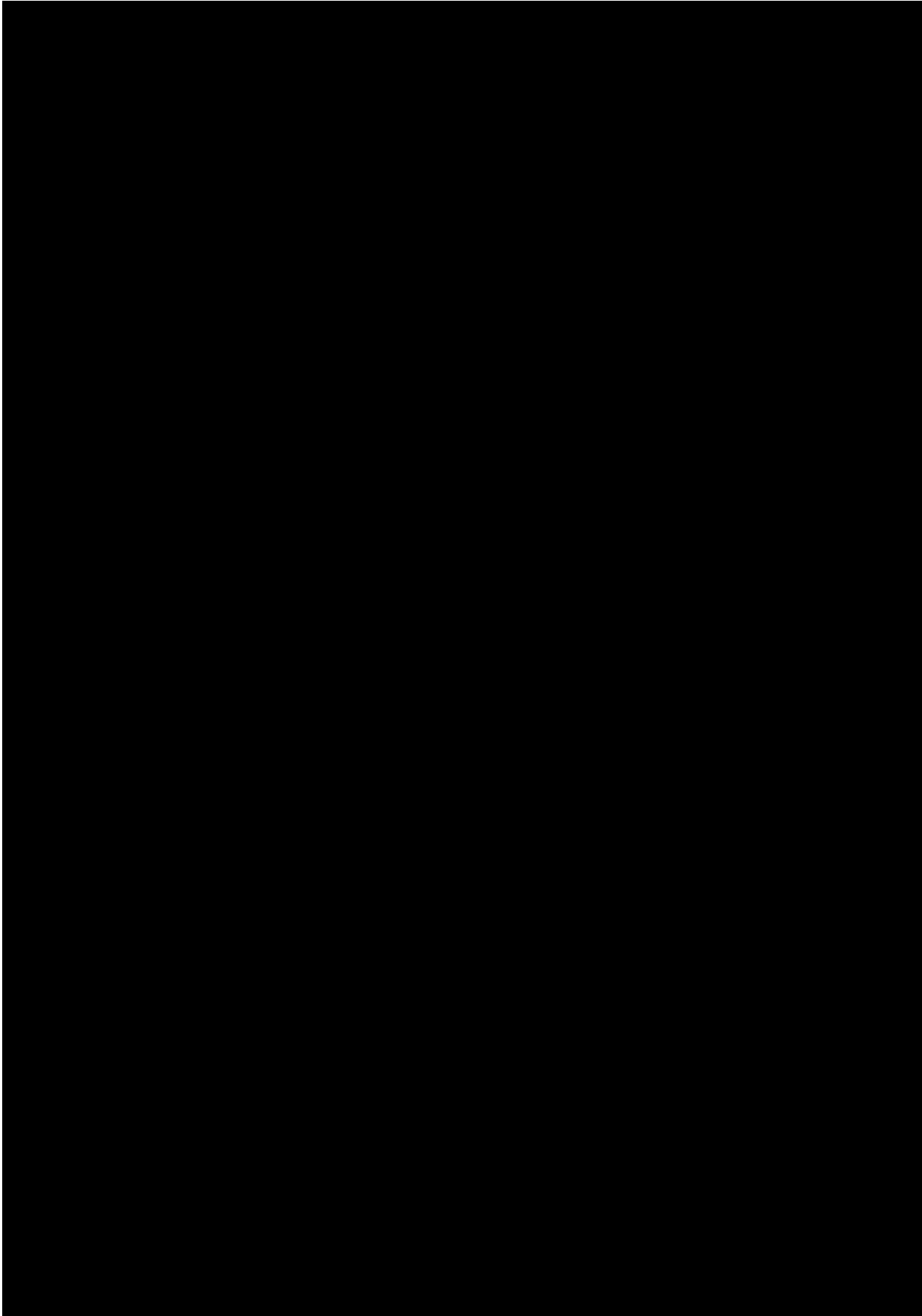




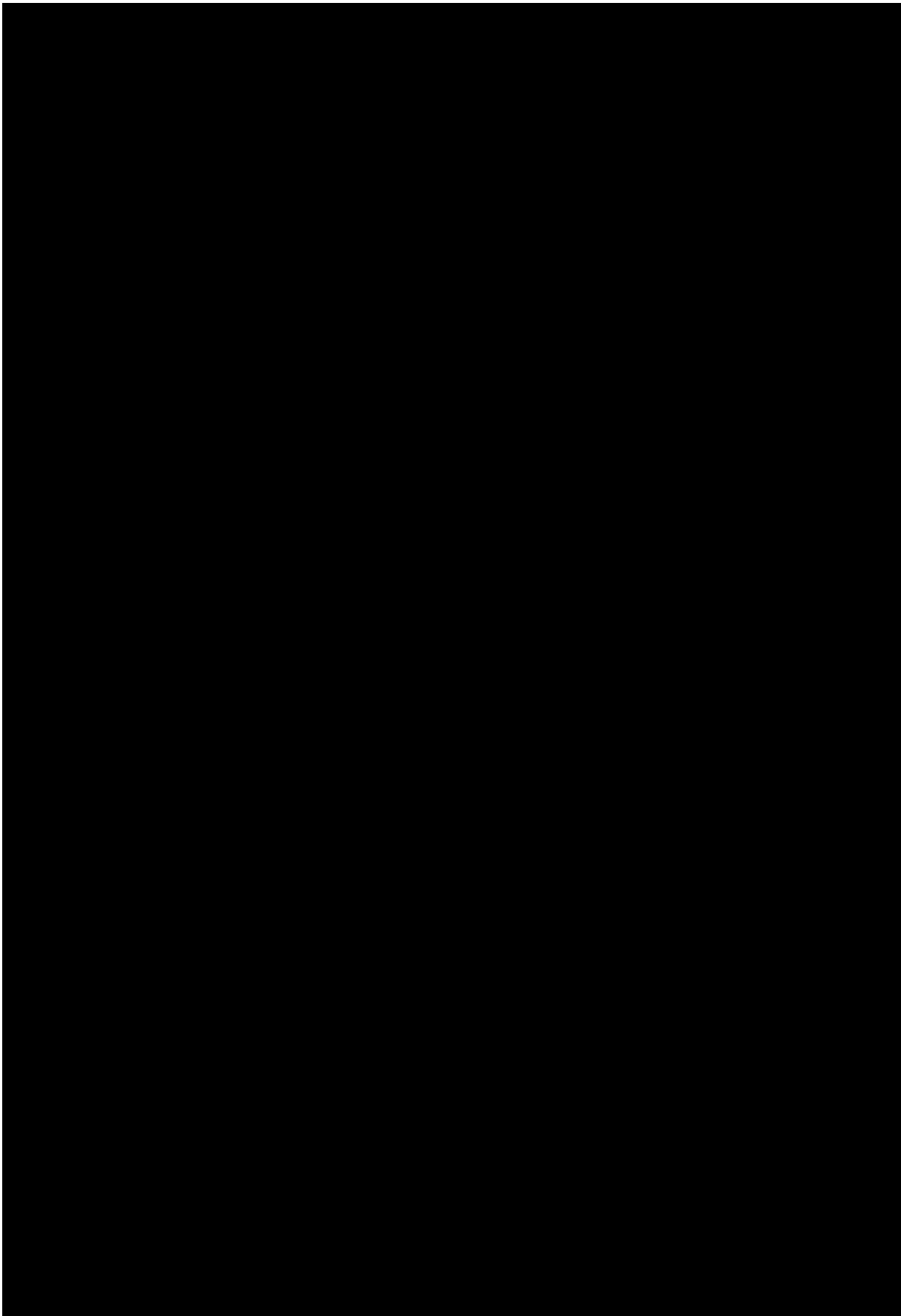


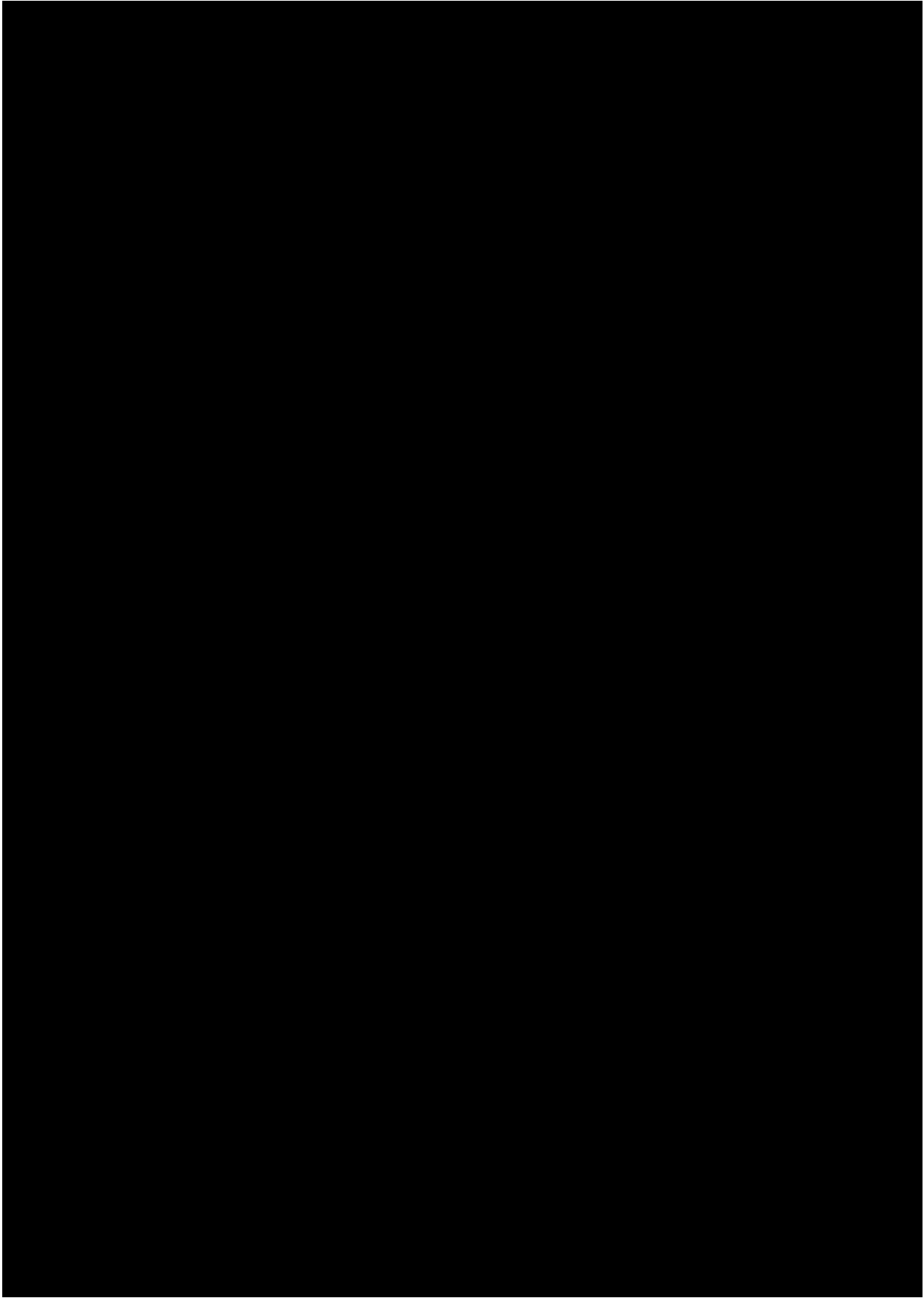


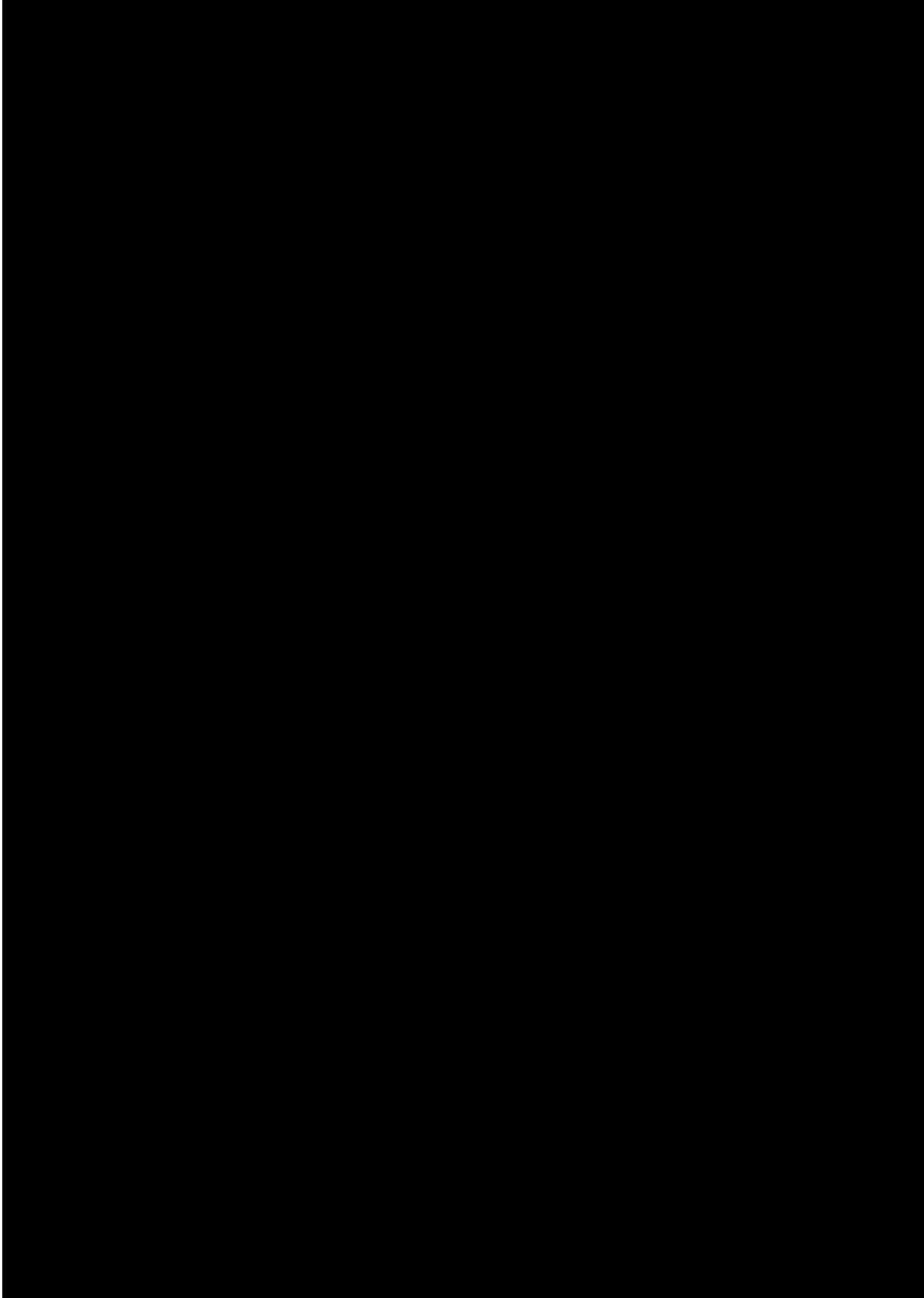


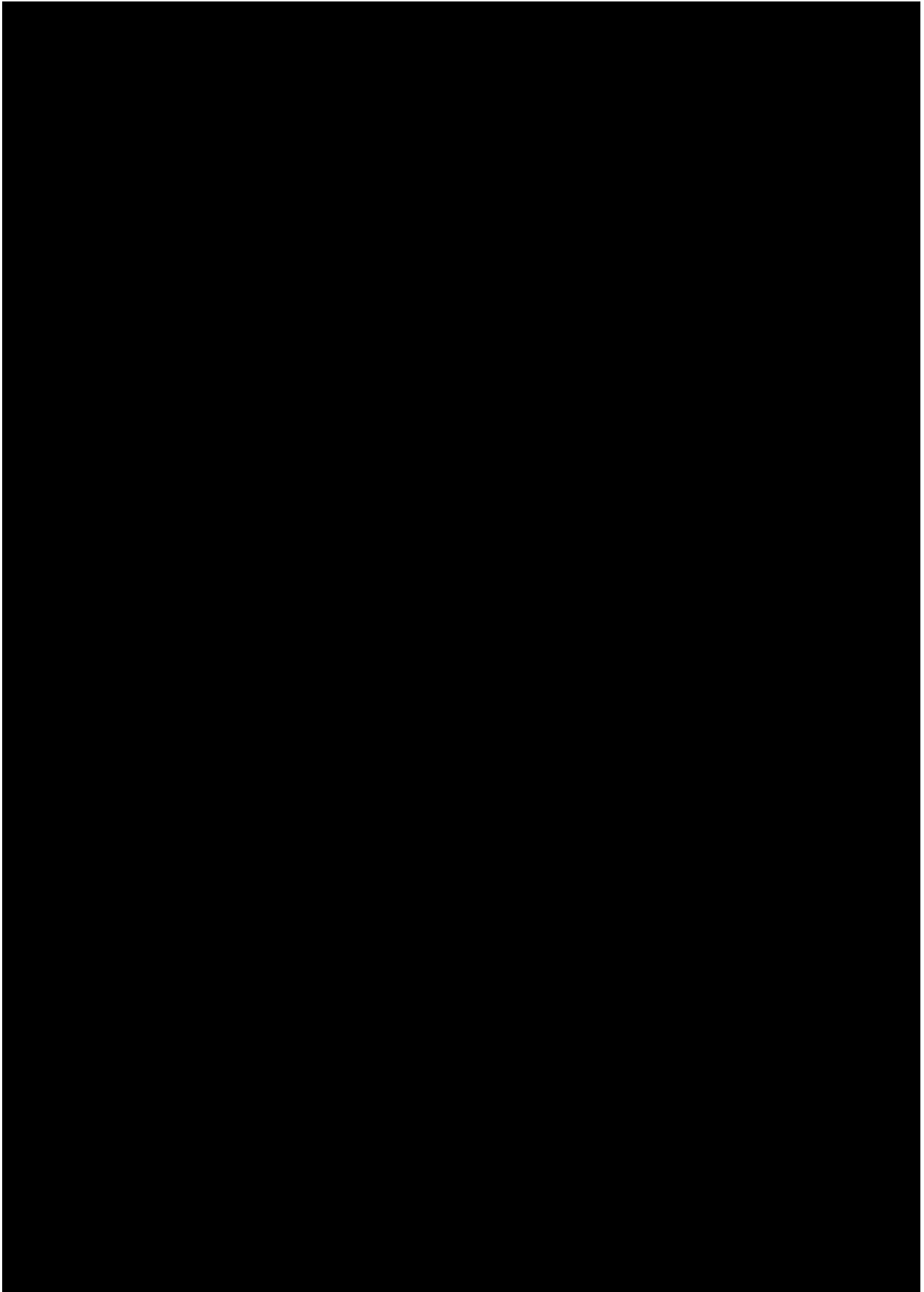


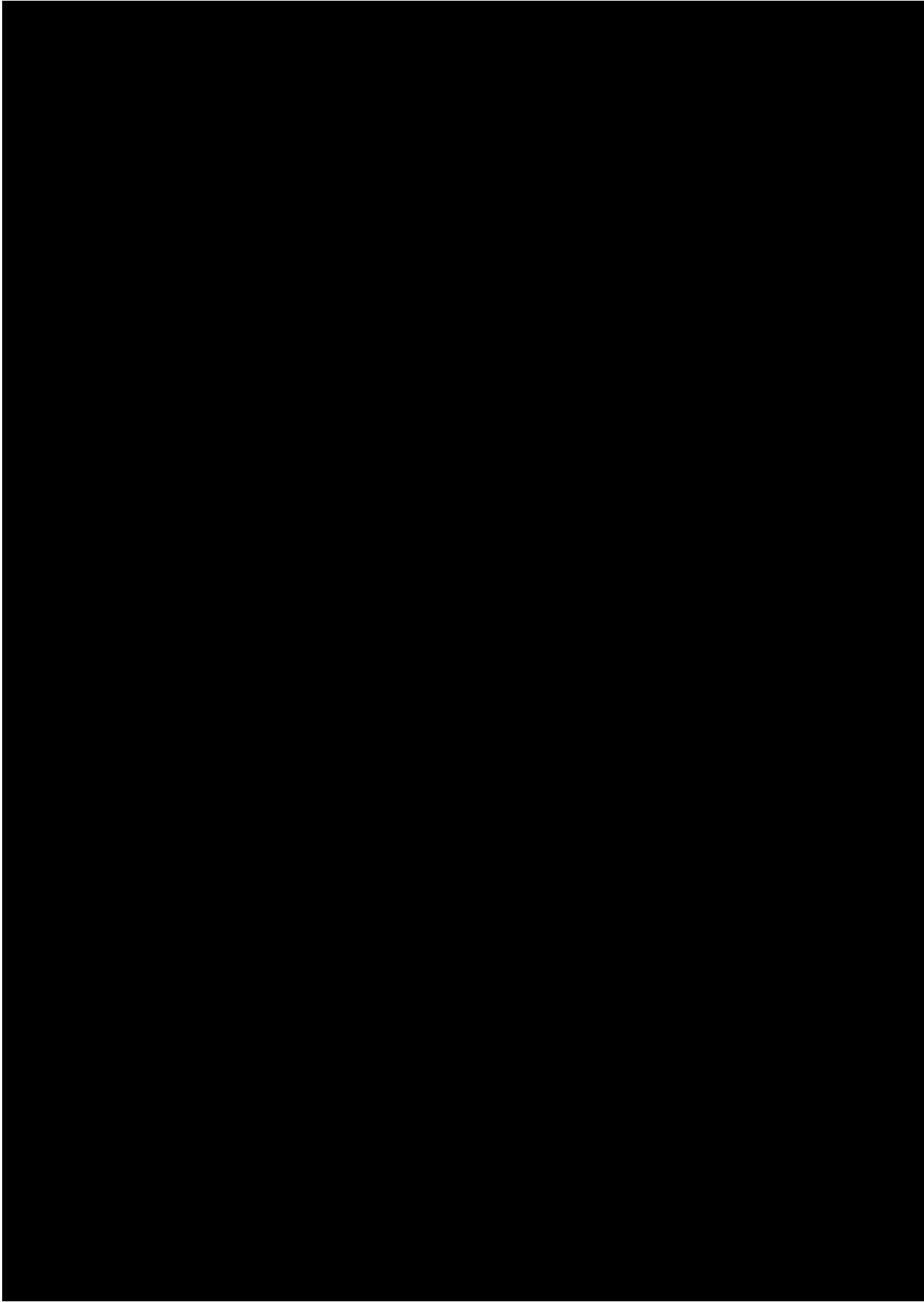
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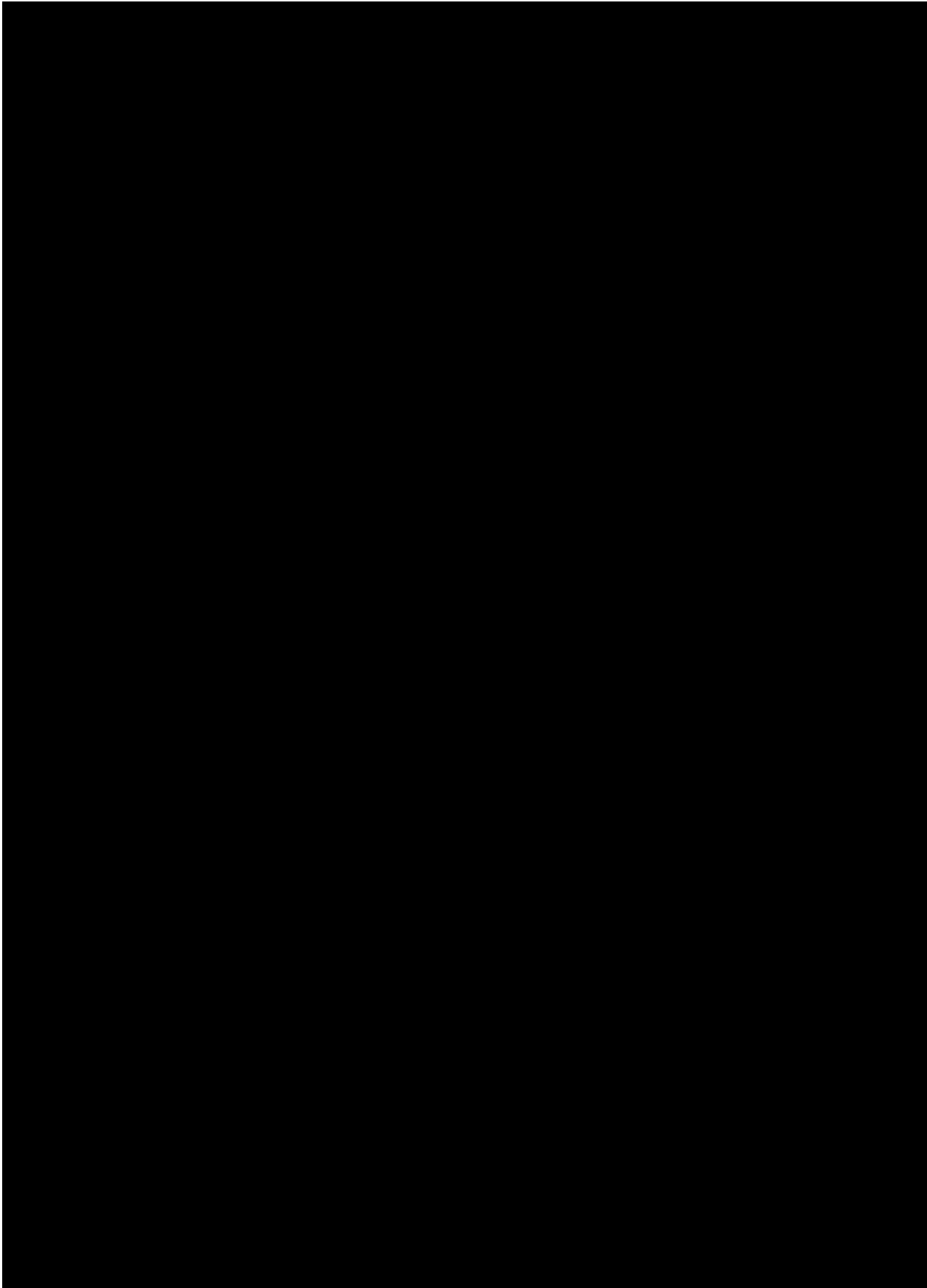


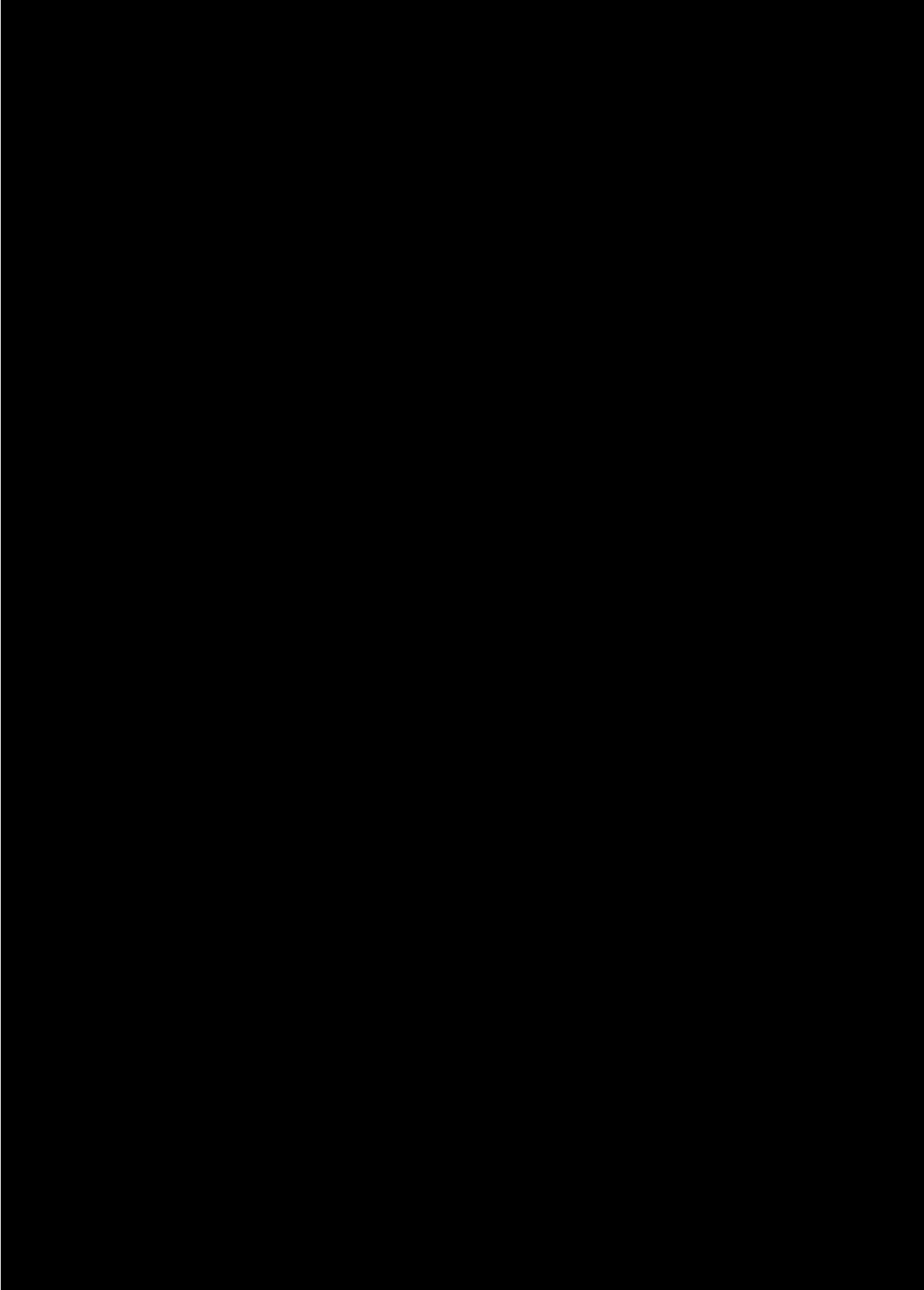


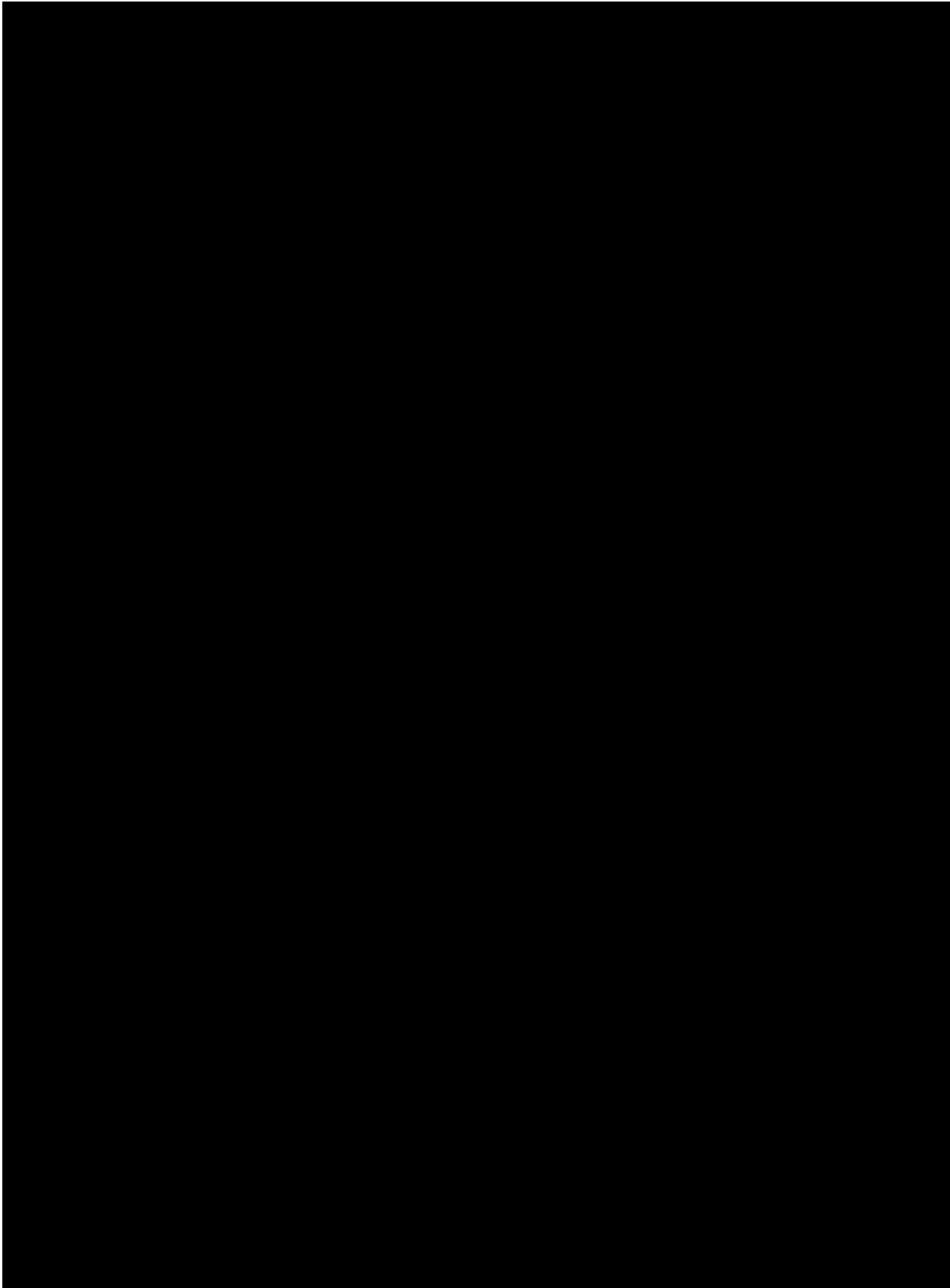






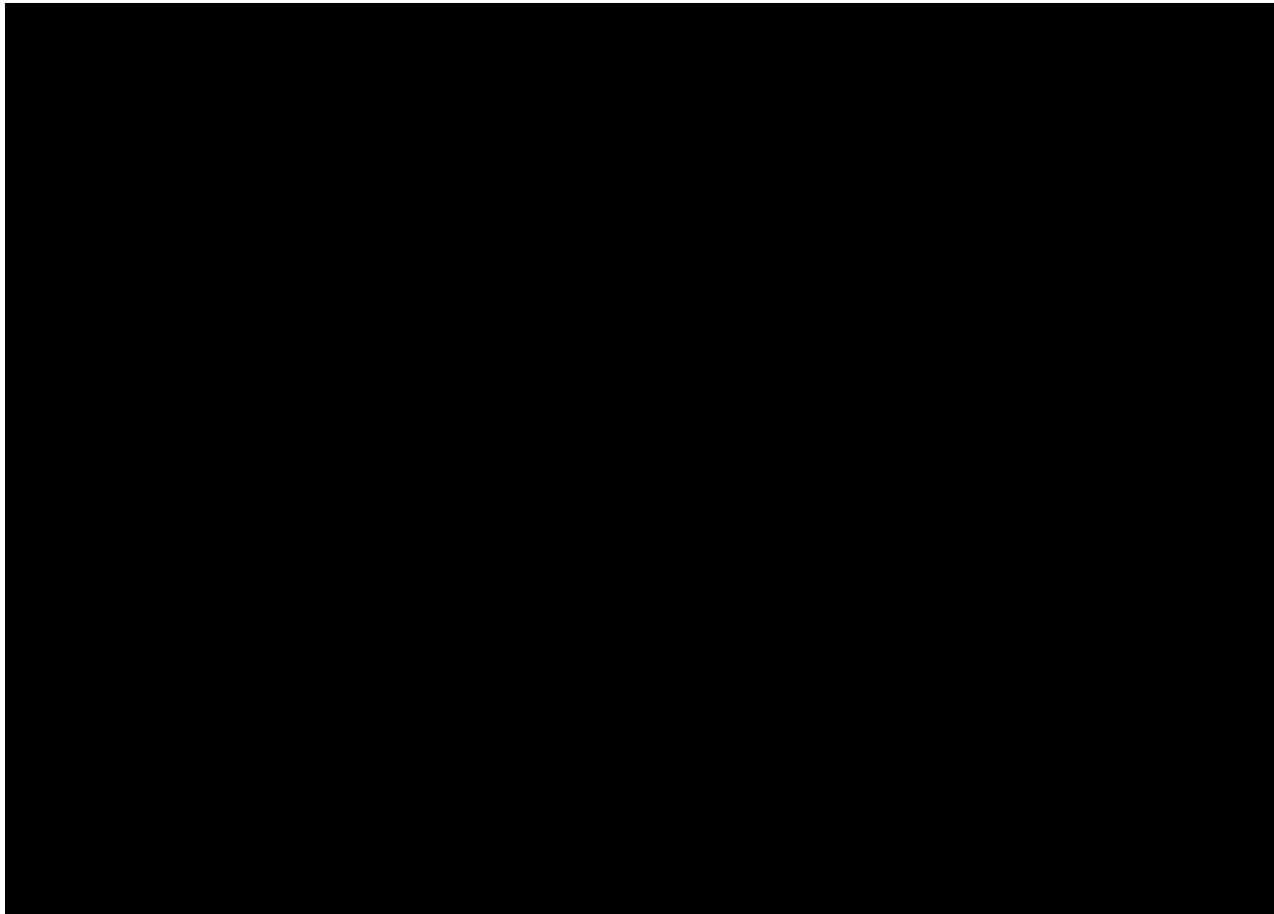


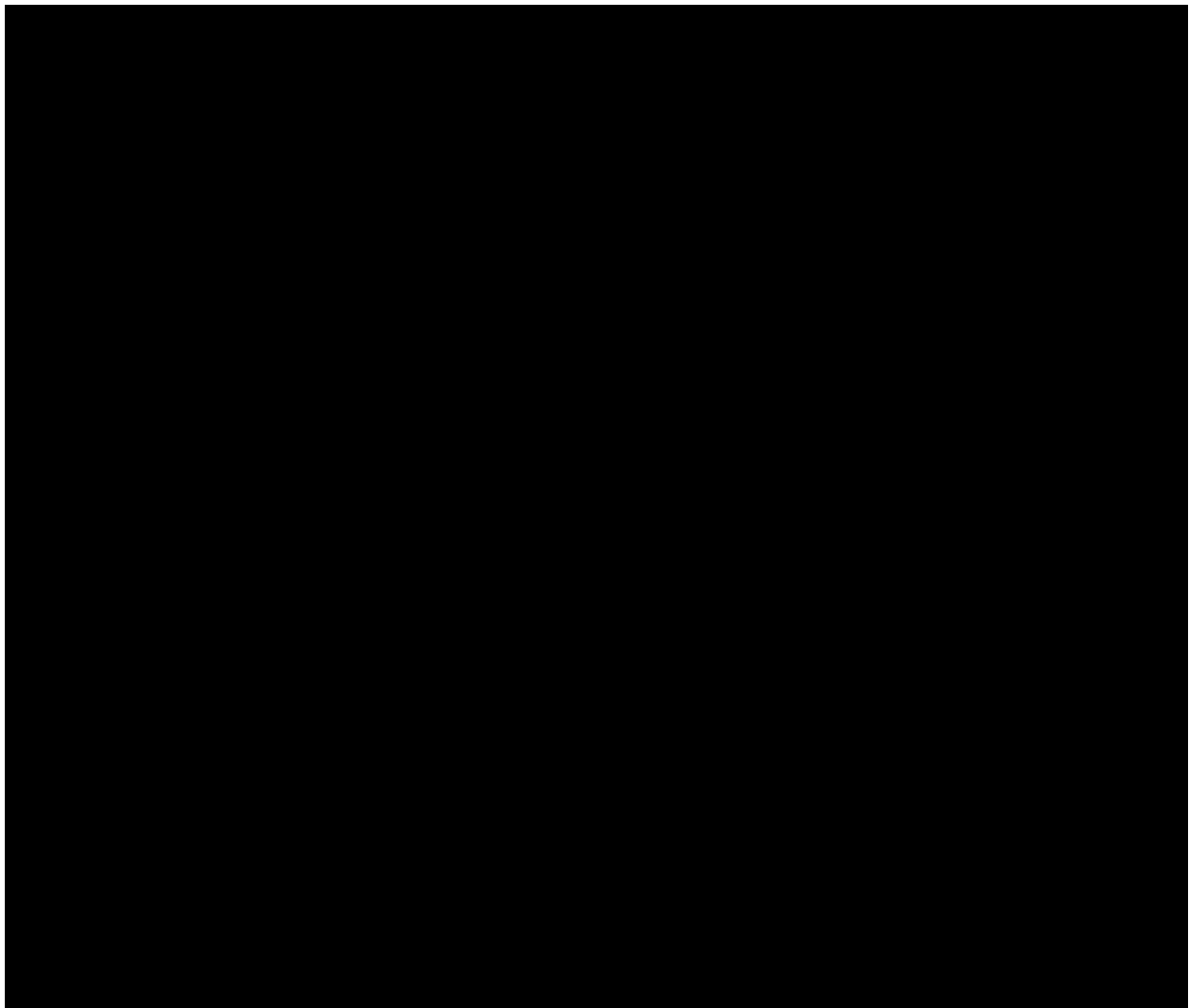


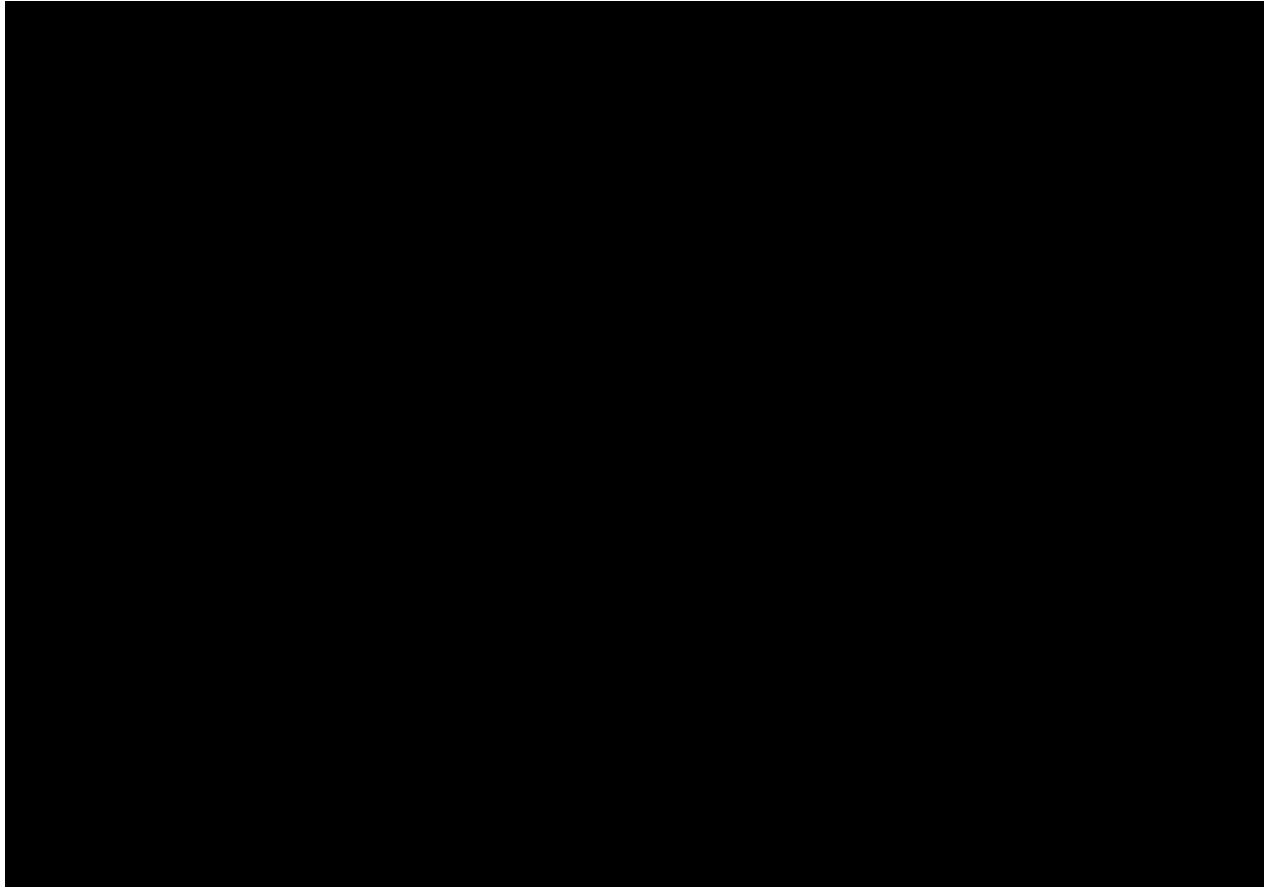


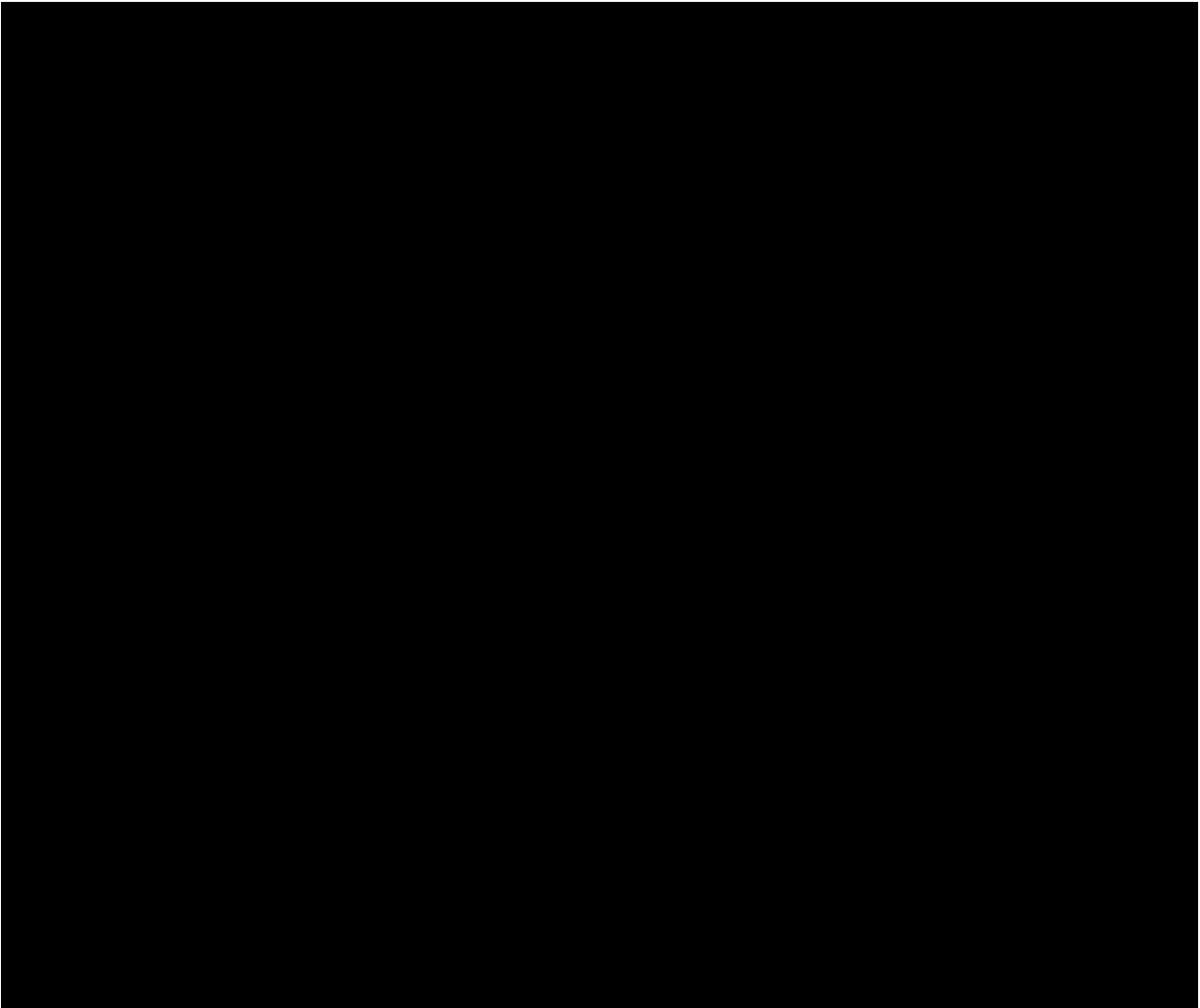






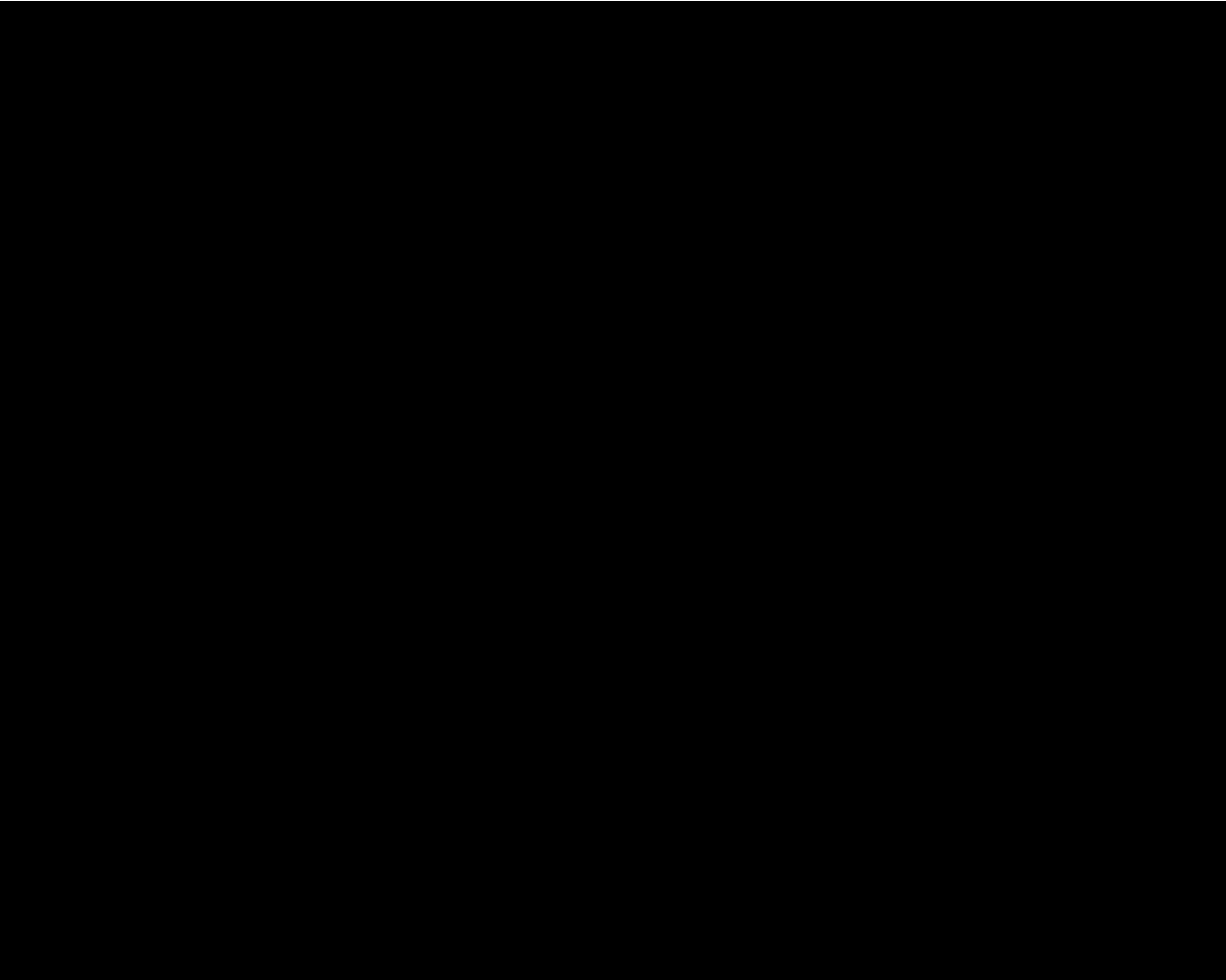




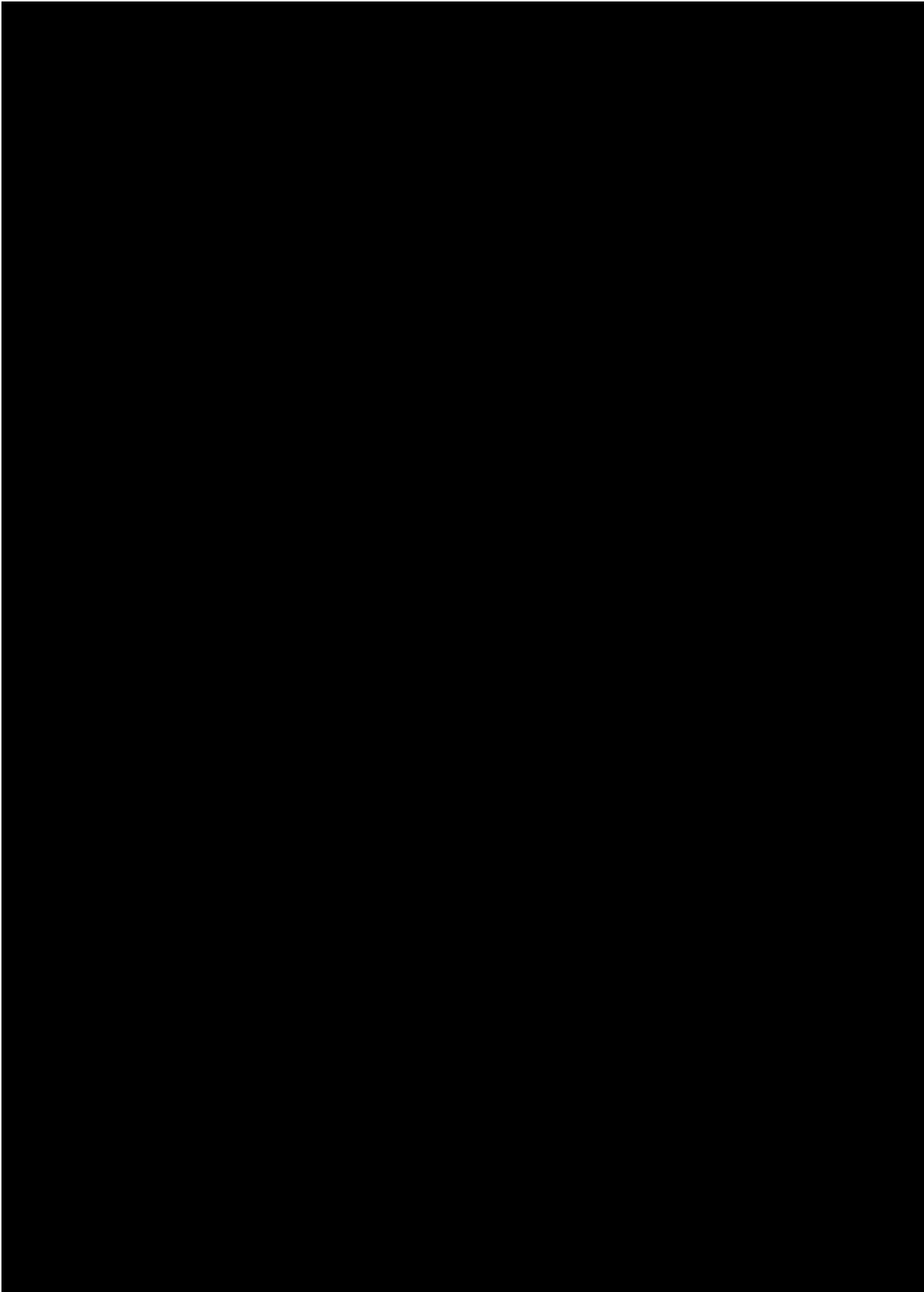


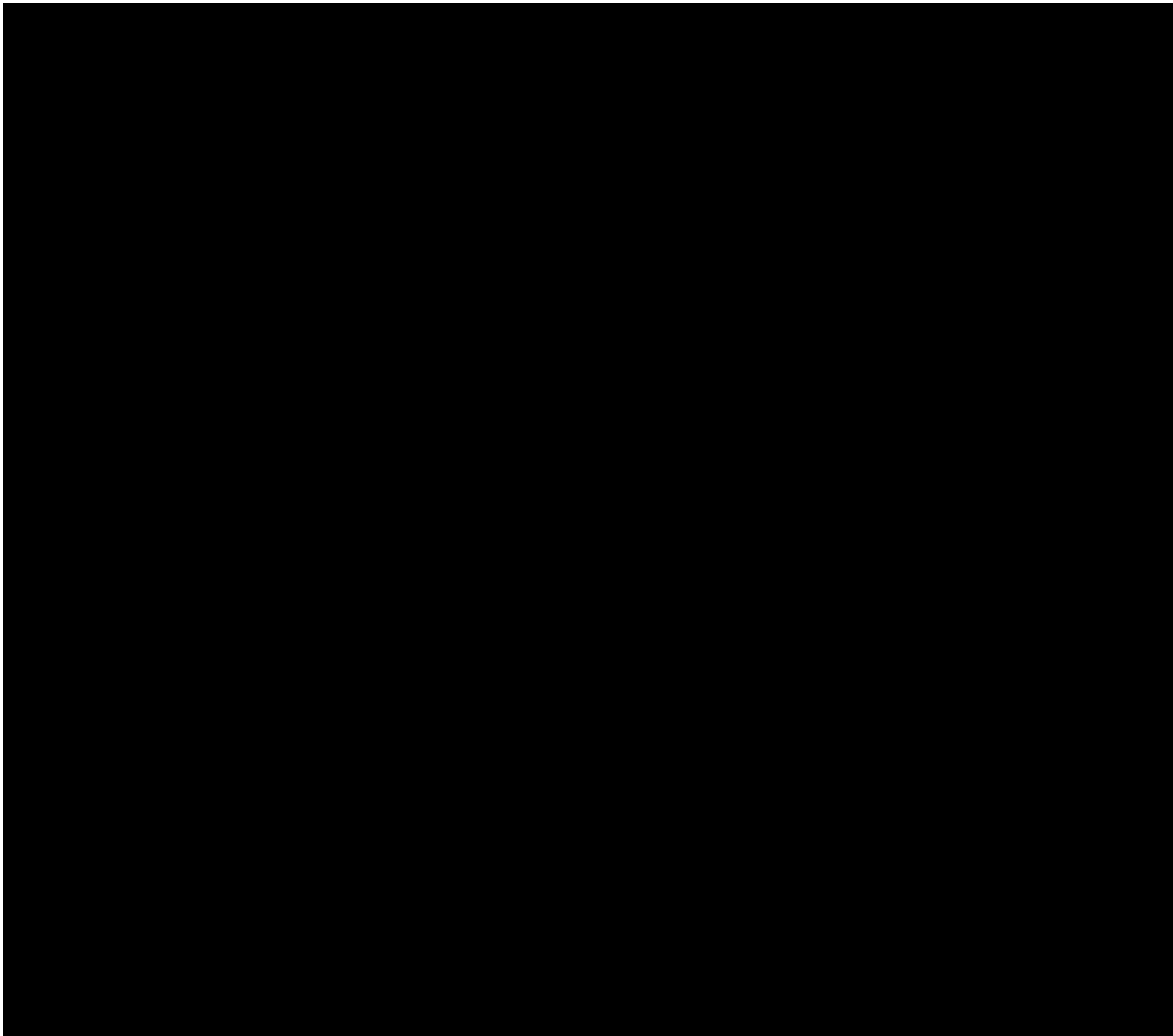
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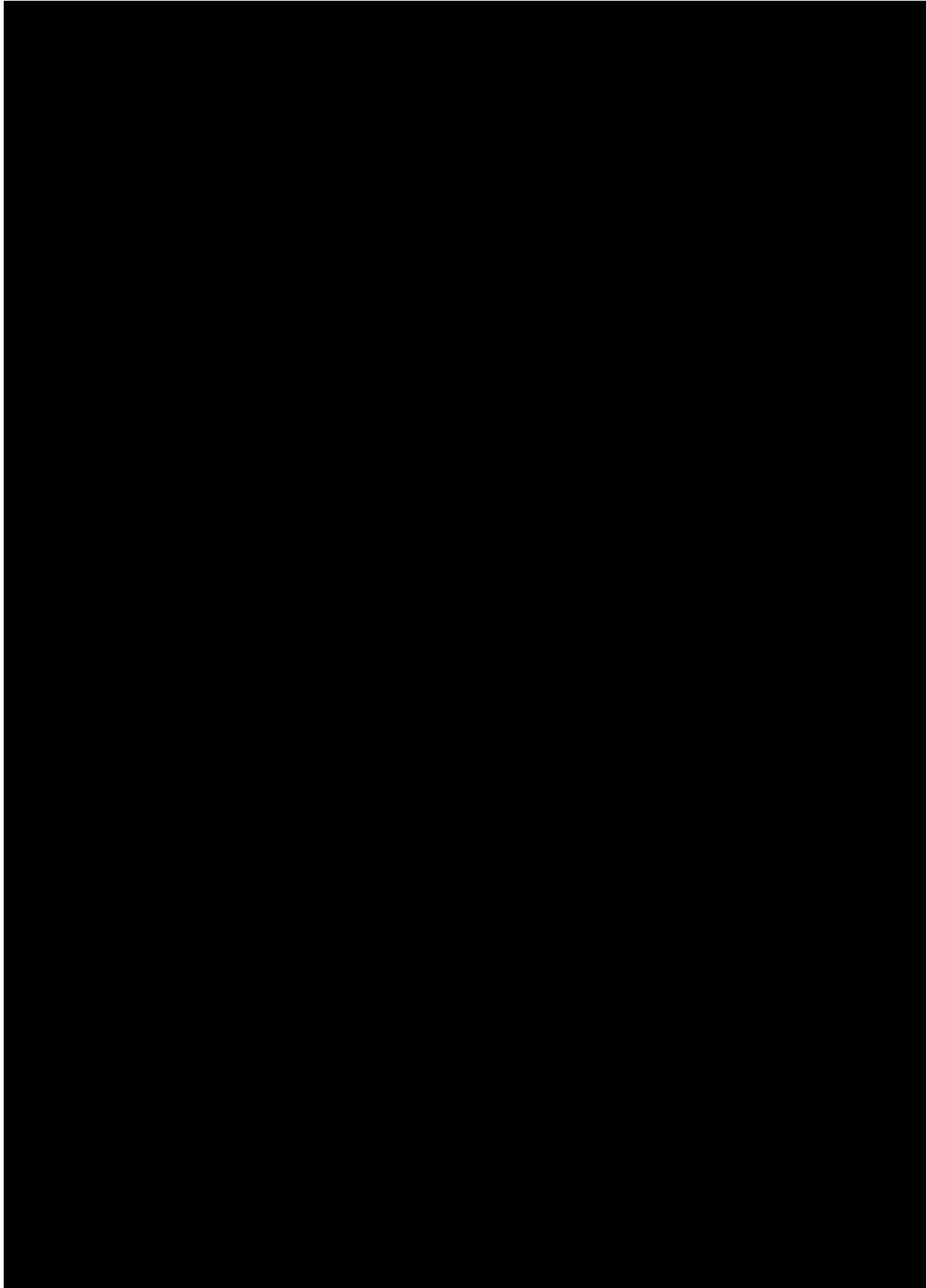
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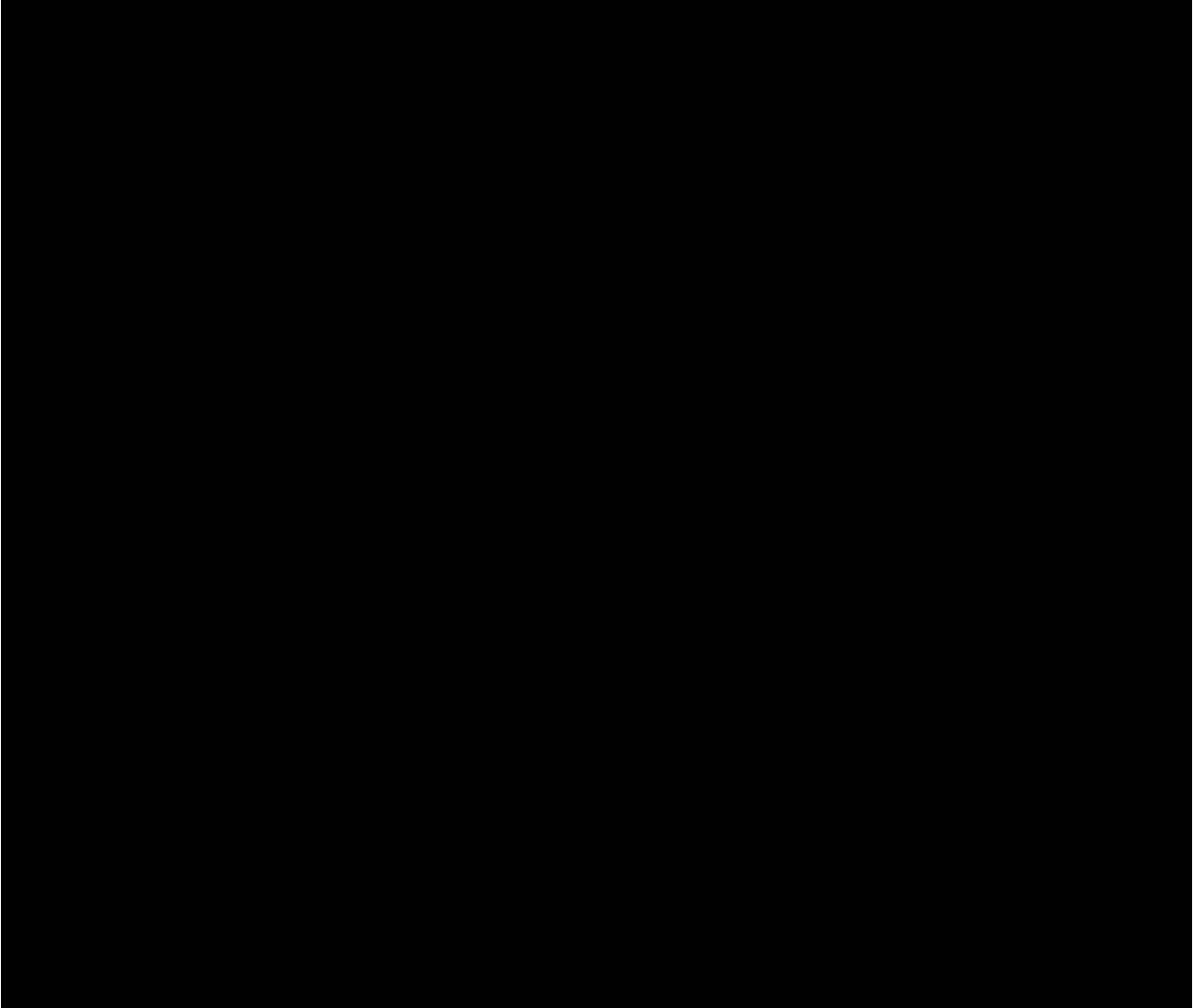


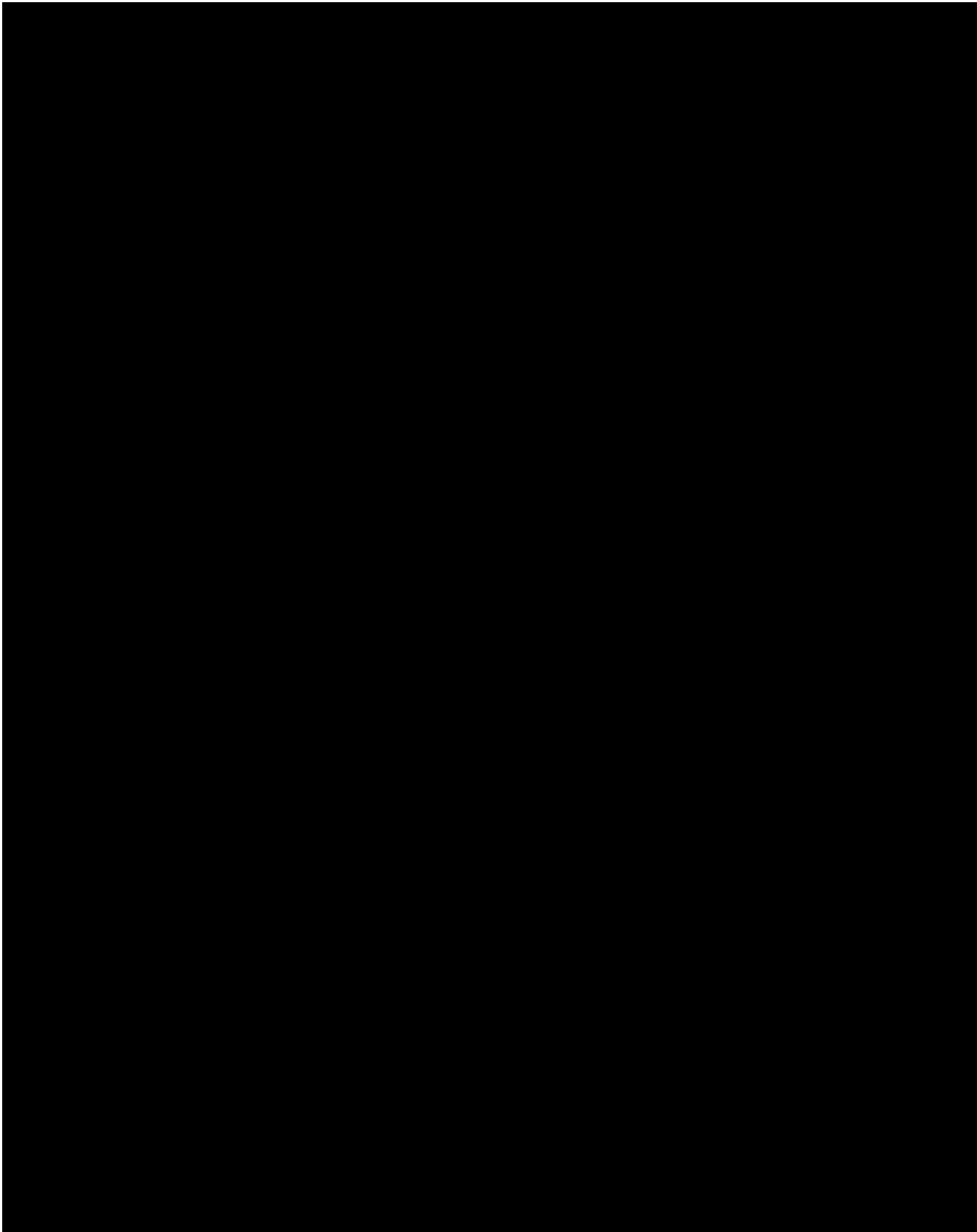












SCHEDULE A18. – SITE INTERFACE DEED POLL

(Clause 6.3(b)(i)(D), clause 12.3(b)(i) and clause 26.1(b))

THIS DEED POLL is made on [year]

IN FAVOUR OF:

- (1) **[Insert name]** ABN **[number]** of **[address]** (**Site Contractor**);
- (2) **[Insert name]** ABN **[number]** of **[address]** (**Appointed Principal Contractor**); and
- (3) **Sydney Metro** ABN 12 354 063 515 a New South Wales Government agency constituted by section 38 of the Transport Administration Act 1988 (NSW) and located at Level 43, 680 George Street, Sydney NSW 2000 (**Principal**),

(together, the **Beneficiaries**)

GIVEN BY:

- (4) **[Insert name]** ABN **[number]** of **[address]** (**Accessing Contractor**)

RECITALS:

- (A) Pursuant to the deed titled "**[insert]**" between the Principal and the Site Contractor dated **[insert]** (**Contract**), the Site Contractor agreed to, among other things, design and construct certain works and carry out certain activities (**Project Works**) on the land more particularly described in the Contract (the **Construction Site**).
- (B) The Accessing Contractor has been appointed under a contract to undertake certain works and activities on the Construction Site (**Construction Site Interface Work**).
- (C) For the purposes of the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW) (together, the **WHS Legislation**), the Project Works and the Construction Site Interface Work are a 'construction project' within the meaning of the WHS Legislation.
- (D) The Appointed Principal Contractor is authorised to have management and control of the workplace for the purpose of discharging the duties imposed on a principal contractor for the construction project.
- (E) Under the provisions of the Contract, the **[insert]** is required to procure the provision of this deed poll from certain contractors that undertake Construction Site Interface Work.

This deed poll witnesses that the Accessing Contractor hereby covenants, warrants and agrees with and for the benefit of the Beneficiaries as follows:

1. In consideration of the Site Contractor and the Appointed Principal Contractor accepting this deed poll, the Accessing Contractor agrees that:
 - (a) the Accessing Contractor, its subcontractors and their respective personnel while they are on the Construction Site, will comply with Construction Site safety regulations, any Construction Site rules or regulations and with all directions of the Site Contractor and the Appointed Principal Contractor with respect to work health and safety;
 - (b) the Accessing Contractor, its subcontractors and their respective personnel will comply in a timely manner with directions of the Site Contractor and the Appointed

Principal Contractor so that the Appointed Principal Contractor discharges its obligations as principal contractor;

- (c) the Accessing Contractor, its subcontractors and their respective personnel will consult, cooperate and coordinate activities with the Site Contractor and the Appointed Principal Contractor, the Principal and all other persons who have a work health and safety duty in relation to the same matter;
 - (d) the Accessing Contractor, its subcontractors and their respective personnel will comply with the work health and safety plan(s) prepared by the Site Contractor and the Appointed Principal Contractor while on the Construction Site;
 - (e) the Site Contractor and the Appointed Principal Contractor may exclude the Accessing Contractor, any of its subcontractors and their respective personnel from the Construction Site for work health and safety reasons;
 - (f) the Site Contractor and the Appointed Principal Contractor may direct the Accessing Contractor, any of its subcontractors and their respective personnel to perform or not perform certain acts for work health and safety reasons;
 - (g) where high risk construction work, as reasonably determined by the Site Contractor or the Appointed Principal Contractor, is to be carried out in the performance of the Construction Site Interface Work, the Accessing Contractor must:
 - (i) prepare a safe work method statement that complies with all requirements of the WHS Legislation;
 - (ii) provide a copy of the safe work method statement to the Principal, the Site Contractor and the Appointed Principal Contractor prior to the commencement of high risk construction work;
 - (iii) review and revise the safe work method statement in accordance with the WHS Legislation;
 - (iv) ensure that the high risk construction work is carried out in compliance with the safe work method statement; and
 - (v) where so directed by the Site Contractor and the Appointed Principal Contractor, suspend the performance of any high risk construction work;
 - (h) the Accessing Contractor will in carrying out the Construction Site Interface Work, comply with, and ensure that all subcontractors and personnel comply with the WHS Legislation; and
 - (i) in its contracts with subcontractors, the Accessing Contractor will ensure that the subcontractor is obliged to give the same obligations and rights as required of the Accessing Contractor under this deed poll.
2. The Accessing Contractor indemnifies the Site Contractor and the Appointed Principal Contractor against any delay, damage, expense, loss, penalty or liability suffered or incurred by the Site Contractor and the Appointed Principal Contractor as a result of:
- (a) any failure by the Accessing Contractor to comply with any direction given by the Site Contractor or the Appointed Principal Contractor in accordance with this deed poll; or
 - (b) any breach by the Accessing Contractor, any of its subcontractors or their respective personnel of:

- (i) their respective contractual or legislative work health and safety obligations;
or
- (ii) the provisions of this deed poll.

3. This deed poll will be governed by and construed in accordance with the law for the time being of New South Wales.

EXECUTED as a deed poll.

Executed by [Accessing Contractor] in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of director

Signature of company secretary/other director

Full name of director

Full name of company secretary/other director

SCHEDULE A19. – NOT USED

SCHEDULE A20. – IDAR PANEL AGREEMENT

(Schedule A2 and Schedule A9)



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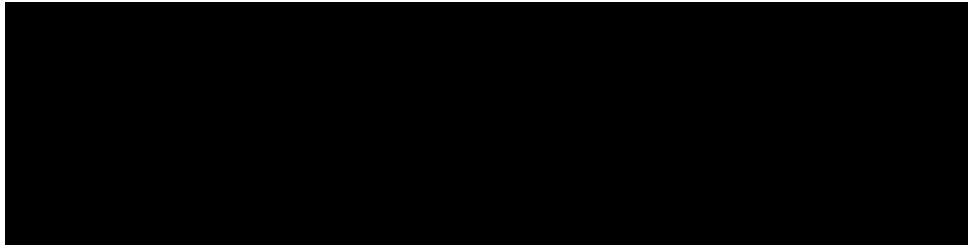
IDAR PANEL AGREEMENT

This Agreement is made at *Sydney* on the *11th* day of *February* 2019 between the following parties:

1. **Sydney Metro** ABN 12 354 063 515 a New South Wales Government agency constituted by section 38 of the Transport Administration Act 1988 (NSW) and located at Level 43, 680 George Street, Sydney NSW 2000 (**Principal**)

and

2. **Members of the IDAR Panel** (collectively **Members**), namely:



and

3. (From each Accession Date) each person who accedes to this agreement under clause 4, being the person identified as the "Acceding Party" in an Accession Deed Poll (**Project Contractor**).

RECITALS:

- A. The Principal is responsible for delivering Sydney Metro City & Southwest. Sydney Metro City & Southwest involves multiple packages of works to be undertaken by contractors engaged by the Principal and by developers above or adjacent to the new Metro stations under separate contracts (**Project Contracts**).
- B. The Principal will progressively engage or enter into contracts with Project Contractors. As each Project Contract is entered into, the Project Contractor will execute an Accession Deed Poll substantially in the form set out in Schedule 1 and will thereby accede to the terms of this agreement.
- C. The Project Contracts provide for a dispute resolution process through the establishment and the operation of an IDAR Panel to assist in avoiding and resolving Disputes under the Project Contracts.
- D. The role of the IDAR Panel is to, among other things, encourage the Principal and the relevant Project Contractor to proactively resolve Disputes by providing a non-binding forum for the parties to establish their positions and narrow the issues in Dispute.
- E. The parties acknowledge the benefits of a project-wide IDAR Panel include an improvement in the quality of assessments and determinations as a result of the IDAR Panel's familiarity with complex interfaces across multiple integrated works packages.
- F. This agreement sets out the rights, obligations and duties of the Members, the Principal and (from each Accession Date) the Project Contractors in relation to the IDAR Panel and the Disputes (the **Agreement**).

THIS AGREEMENT PROVIDES:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Accession Date has the same meaning as given to the term "Effective Date" in the Accession Deed Poll, being the date from which each Project Contractor accedes to this Agreement.

Accession Deed Poll means the deed poll in substantially the same form as Schedule 1 (with relevant details duly completed) which is to be executed by each Project Contractor in accordance with clause 4.

Continuing Parties has the same meaning as given to the term "Continuing Parties " in the Accession Deed Poll, being those parties to the Agreement at the Accession Date, excluding the Principal.

Fees and Disbursements Letter means each of the following:

- (a) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and [REDACTED] dated on or about the date of this agreement;
- (b) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and [REDACTED] dated on or about the date of this agreement;
- (c) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and [REDACTED] dated on or about the date of this agreement; and
- (d) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and [REDACTED] dated on or about the date of this agreement.

Joint Project Committee means the committee established under the Master Interface Protocols Deed Poll.

Members means the four individuals appointed to the IDAR Panel in accordance with this Agreement.

Project Briefing has the meaning given in clause 6.

Project Contract has the meaning given in Recital A.

1.2 Terms defined in the Project Contracts

Terms used in this Agreement which are not otherwise defined will have the meaning given to them in the Project Contracts.

1.3 Interpretation

In this Agreement unless the context otherwise requires:

- (a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;
- (b) the words "including", "includes" and "include" will be read as if followed by the words without limitation;
- (c) a reference to any party to this Agreement includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;
- (d) a reference to any Authority, institute, association or body is:
 - (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
 - (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that Authority, institute, association or body;
- (e) a reference to this Agreement or to any other deed, agreement, document or instrument is deemed to include a reference to this Agreement or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (f) a reference to any legislation or to any section or provision of it includes:
 - (i) any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision; and
 - (ii) ordinances, by-laws, regulations of and other statutory instruments issued under that legislation, section or provision;
- (g) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;
- (h) headings are for convenience only and do not affect the interpretation of this Agreement;
- (i) a reference to:
 - (i) a party or clause is a reference to a party or clause of or to this Agreement; and
 - (ii) a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;
- (j) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (k) for all purposes (other than where designated as a Business Day), day means calendar day;
- (l) a reference to "\$" is to Australian currency;

- (m) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Agreement or any part; and
- (n) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

2. AGREEMENT TO PREVAIL

- (a) The parties agree that if there is any inconsistency between the terms of this Agreement and a Project Contract the terms of this Agreement will prevail to the extent of the inconsistency.
- (b) This Agreement is effective as of the date the Principal and the Members sign this document and will continue, unless terminated earlier, until it terminates in accordance with clause 16.

3. FORMATION OF THE IDAR PANEL

The parties acknowledge that the IDAR Panel:

- (a) has been formed;
- (b) is constituted by the Members;
- (c) will be chaired by that Member designated as Chair or such other Member as the Principal nominates, by written notice to the Members and Project Contractors, from time to time; and
- (d) must perform its obligations and functions under the Project Contracts and this Agreement.

4. ACCESSION BY PROJECT CONTRACTORS

- (a) The Principal will ensure that each Project Contractor who enters into a Project Contract that contemplates the involvement of the IDAR Panel in the relevant dispute resolution process accedes to this Agreement.
- (b) The Project Contractors may accede to this Agreement by execution of an Accession Deed Poll without the Continuing Parties' prior approval.
- (c) Upon accession of any Project Contractor to this Agreement as referred to in clause 4(a), the rights and liabilities of the parties to this Agreement will be as set out in this Agreement as amended in accordance with the requirements of the Accession Deed Poll.
- (d) The Principal will provide the Members with a copy of the Accession Deed Poll duly executed by the Project Contractor.

5. ROLE OF THE IDAR PANEL

The parties acknowledge and agree that the role of the IDAR Panel is to:

- (a) provide specialised expertise in technical and administration aspects of each Project Contract in order to assist the relevant parties in firstly, attempting to prevent, and if unable to prevent, in determining Disputes under each Project Contract in a timely manner;

- (b) function as an objective, impartial and independent body at all times; and
- (c) utilise knowledge gained from Disputes across each Project Contract in its recommendations and determinations.

6. **PROJECT BRIEFINGS**

- (a) The Principal will:
 - (i) hold meetings with the Members for the purpose of the Principal providing a Sydney Metro City & Southwest project briefing and update (**Project Briefing**); and
 - (ii) provide the Members at least 10 Business Days' notice to convene a Project Briefing.
- (b) The Members must attend the Project Briefings.
- (c) During the first Project Briefing, the IDAR Panel will establish procedures for the conduct of its routine site visits and other matters (excluding the rules governing the dispute resolution process as it relates to the IDAR Panel in each Project Contract) in accordance with the procedures included in Schedule 2 to this Agreement (unless otherwise agreed by the parties).

7. **JOINT PROJECT COMMITTEE**

- (a) The Chair must attend Joint Project Committee meetings.
- (b) The Principal will provide the Chair at least 10 Business Days' notice of each meeting of the Joint Project Committee.

8. **MEMBER'S OBLIGATIONS**

8.1 **Impartiality**

Each Member agrees to consider fairly and impartially the Disputes and other matters referred to the IDAR Panel.

8.2 **Independence**

Each Member agrees to act honestly and independently in the performance of its obligations under this Agreement (including the consideration of facts and conditions relating to a Dispute) and in accordance with clause 8 of this Agreement.

8.3 **General Duties**

Each Member agrees to carry out his or her obligations as a Member of the IDAR Panel:

- (a) with due care and diligence;
- (b) in compliance with the Project Contracts and this Agreement; and
- (c) in compliance with all applicable Laws.

9. **SELECTION OF NOMINATED MEMBER**

- (a) Where a Dispute has been notified to the IDAR Panel by Notice of Issue under the relevant provisions of the Project Contract, and:
 - (i) the parties to the Dispute are unable to agree on a Nominated Member, or

- (ii) a Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,

the Chair must nominate a Nominated Member within a further 2 Business Days.

- (b) If a Member nominated under clause 9(a) declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the Chair must nominate a further Nominated Member within a further 2 Business Days.
- (c) The Chair may not nominate itself as the Nominated Member.
- (d) If a replacement member appointed under clause 9(b) declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the process in clause 9(b) will be reapplied until there are no Members to accept the appointment, in which case the Chair must request the Resolution Institute to appoint a replacement member. This appointment will be final and conclusive.

10. **SELECTION OF EXPERT**

The parties acknowledge and agree that:

- (a) those persons listed in Schedule 3:
 - (i) have been appointed by the Principal to a panel of subject-matter experts; and
 - (ii) may be recommended to determine a Dispute referred to expert determination by a Notice of Dispute under the relevant provisions of the Project Contract; and
- (b) any Dispute which is referred to expert determination by a Notice of Dispute under the relevant provisions of the Project Contract will be conducted in accordance with the Resolution Institute's Expert Determination Rules, as modified by the relevant Project Contract.

11. **COSTS AND FEES**

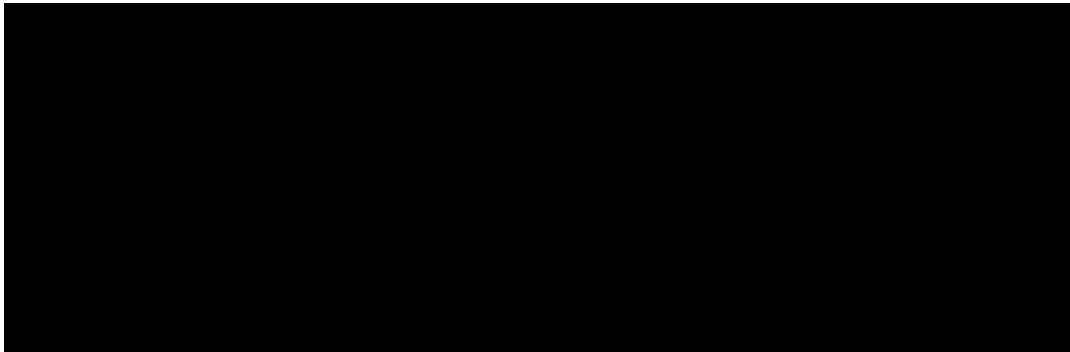
11.1 **Monthly retainer**

- (a) The Principal is liable for the payment of the Members' monthly retainer set out in the Fees and Disbursements Letter for each Member.
- (b) The Principal is liable for the payment of the Chair's attendance at the Joint Project Committee as set out in the Fees and Disbursements Letter for the Chair.

11.2 **Agreed rates for work and services**

With respect to each Dispute between the Principal and a Project Contractor:

- (a) the Principal and the relevant Project Contractor are jointly and severally liable for the payment of the Members' fees and disbursements (other than those in clause 11.1), calculated in accordance with the Fees and Disbursements Letter for each Member; and
- (b) the Principal and the relevant Project Contractor agree as between themselves that:
 - (i) [REDACTED]



11.3 **Payment claims**

All claims for payment by the Members must be submitted and processed in accordance with the payment procedure set out in Schedule 4.

12. **THE PARTIES' COMMITMENTS AND RESPONSIBILITIES**

The Principal and each Project Contractor acknowledges and agrees that it must:

- (a) act in good faith towards each Member and the IDAR Panel;
- (b) comply with the reasonable requests and directions of the IDAR Panel; and
- (c) except for its participation in the IDAR Panel's activities as provided in the Project Contracts and this Agreement, not solicit advice or consultation from the IDAR Panel or the Members on matters dealing with the resolution of Disputes which may compromise the IDAR Panel's integrity or compliance with this Agreement.

13. **CONFIDENTIALITY**

In relation to all confidential information disclosed to the IDAR Panel at any time each Member agrees:

- (a) to keep that information confidential;
- (b) not to disclose that information except if compelled by Law to do so;
- (c) not to use that information for a purpose other than the resolution of the Dispute in relation to which the confidential information was disclosed; and
- (d) to be bound by this obligation of confidentiality whether or not such confidential information is or later becomes in the public domain.

14. **CONFLICT OF INTEREST**

- (a) If a Member, during the term of appointment as a Member, becomes aware of any circumstance that might reasonably be considered to affect the Member's capacity to act independently, impartially and without bias, the Member must inform the Principal and each Project Contractor and the other Members.
- (b) The other Members will within [REDACTED] of notification under clause 14(a) confer and inform the parties and the Member, whether they believe the circumstances notified are such that the Member should be replaced. In the event that one or both of the other Members believe that the Member should be replaced, the Member will immediately resign from the IDAR Panel and a reappointment will occur pursuant to clause 17.3.

15. **LIABILITY AND INDEMNITY**

15.1 **Liability**

Each Member is not liable to either the Principal or a Project Contractor for any act or omission done in good faith and with due care and diligence.

15.2 **Indemnity**

The Principal and each Project Contractor each indemnify each Member against all claims from a person not a party to this Agreement for any act or omission done in connection with this Agreement in good faith and with due care and diligence.

15.3 **Due Care and Diligence**

For the purpose of clauses 15.1 and 15.2, the parties agree that the Member's act will have been done in good faith and with due care and diligence unless no reasonable person in the position of the Member would have so acted or made such an omission.

16. **TERMINATION OF AGREEMENT**

- (a) The Principal may terminate this Agreement by written notice to the Members and each Project Contractor.
- (b) Each Project Contractor's rights and obligations under this Agreement will terminate automatically upon termination of the Project Contractor's Project Contract, and the terms of this Agreement will be of no further force and effect.

17. **MEMBERS' TERMINATION**

17.1 **Resignation**

A Member may resign from the IDAR Panel by providing [REDACTED] written notice to the other Members, the Principal and each Project Contractor.

17.2 **Termination**

A Member's appointment may be terminated at any time by the Principal.

17.3 **Re-Appointment**

The parties acknowledge and agree that if:

- (a) a Member resigns under clause 14(b) or 17.1; or
- (b) the appointment of a Member is terminated by the Principal under clause 17.2;

then:

- (c) a replacement Member will be appointed by the Principal; and
- (d) the parties, the Members and any new Member must enter into a replacement agreement substantially similar to this Agreement.

18. **GOVERNING LAW**

- (a) This Agreement will be governed by and construed in accordance with the Laws of the State of New South Wales.

- (b) Each party submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Agreement, and waives any right it might have to claim that those courts are an inconvenient forum.

19. **RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement will be construed or interpreted as constituting the relationship between the Principal, the Project Contractors and the Members as that of partners, joint venturers or any other fiduciary relationship.

20. **NOTICES**

- (a) Any notices contemplated by this Agreement must be in writing and delivered to the relevant address, sent by email in the form of a .pdf file as set out below (or to any new address or email address that a party notifies to the others).

- (i) to the Principal: [REDACTED]

- (ii) to the Members: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- (iii) to a Project Contractor: To the address or email address set out in the relevant Accession Deed Poll.

- (b) A notice sent by post will be taken to have been received at the time when, in due course of the post, it would have been delivered at the address to which it is sent.

- (c) A notice sent by email will be taken to have been received:

- (i) if it is transmitted by 5.00 pm (Sydney time) on a Business Day - on that Business Day; or

- (ii) if it is transmitted after 5.00 pm (Sydney time) on a Business Day, or on a day that is not a Business Day - on the next Business Day.

21. **GIVING EFFECT TO THIS AGREEMENT**

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this Agreement.

22. **SURVIVAL OF TERMS**

The parties agree that clauses 11 and 15 and this clause 22 (and any other terms of this Agreement necessary for or incidental to the operation of the preceding terms) will survive the termination or expiry of this Agreement.

23. **WAIVER OF RIGHTS**

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

24. **OPERATION OF THIS AGREEMENT**

- (a) Except as otherwise expressly specified in this Agreement, this Agreement contains the entire agreement between the parties about its subject matter, and any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect.
- (b) Any right that a person may have under this Agreement is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

25. **AMENDMENT**

- (a) Subject to clause 25(b), this Agreement can only be amended, supplemented, replaced or novated by another document signed by the parties.
- (b) The Principal may amend Schedule 3 by written notice without the Continuing Parties' prior approval.

26. **COUNTERPARTS**

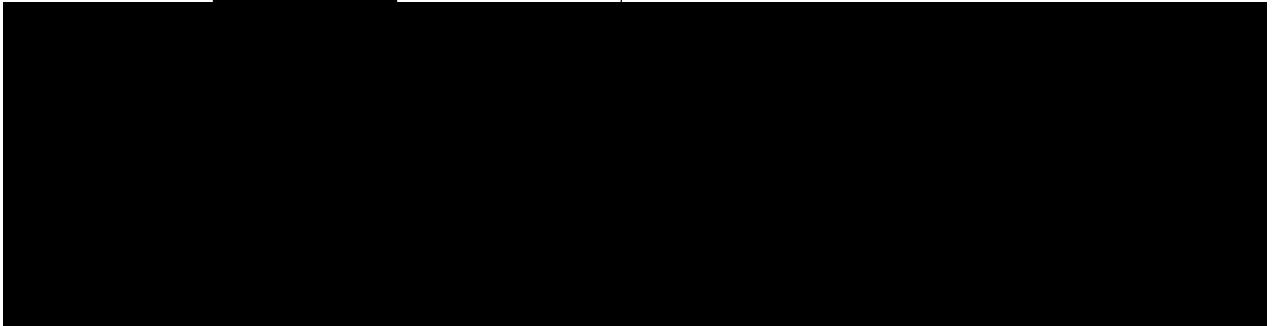
- (a) This Agreement may be executed in counterparts, which taken together constitute one instrument.
- (b) A party may execute this Agreement by executing any counterpart.

27. **ATTORNEYS**

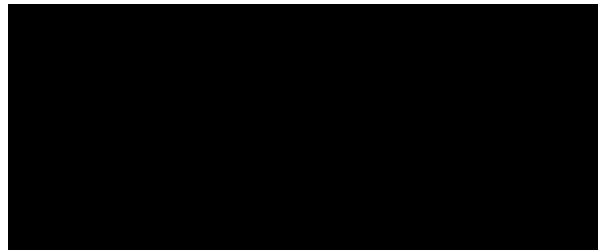
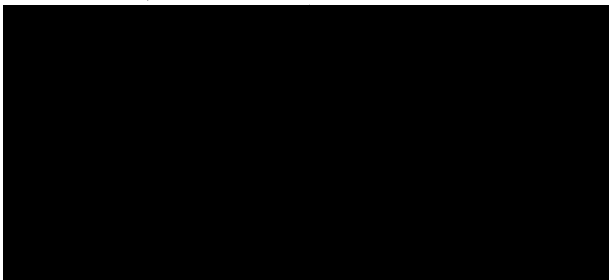
Each person who executes this Agreement on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

EXECUTED as an agreement.

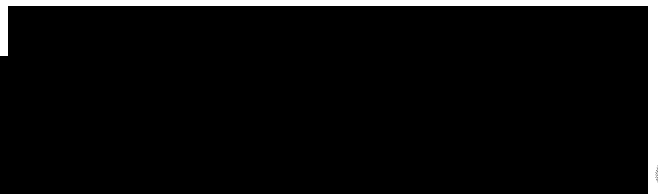
Executed by **SYDNEY METRO ABN 12 354 063 515** by its authorised delegate in the presence of:



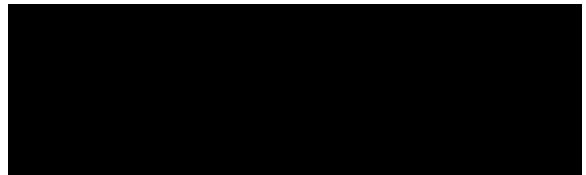
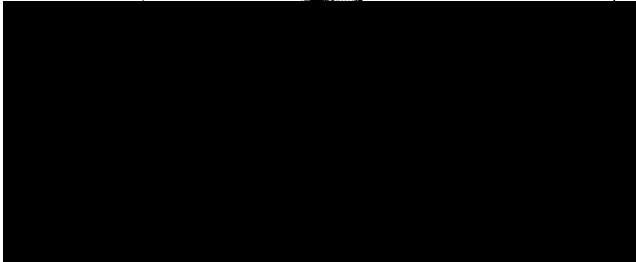
Signed by [redacted] in the presence of:



Signed by [redacted] in the presence of:



Signed by [redacted] in the presence of:



**JOHN
HOLLAND**

Signed by [redacted] in the presence of:

[redacted]

[redacted]

SCHEDULE 1

Form of Accession Deed Poll

THIS DEED POLL is made on [2018/2019]

BY: [Insert name] ABN [number] whose registered office is at [address] (**Acceding Party**)

IN FAVOUR OF: (1) **Sydney Metro** ABN 12 354 063 515 a New South Wales Government agency of Level 43, 680 George Street, Sydney NSW 2000 (**Principal**)
and

(2) **Members of the IDAR Panel** (collectively **Members**), namely:

- (a) [REDACTED]
- (b) [REDACTED]
- (c) [REDACTED]
- (d) [REDACTED]

and

(3) each person who has acceded to the IDAR Panel Agreement,
(together (2) and (3) being the **Continuing Parties**).

RECITALS:

- (A) This deed poll is supplemental to the agreement titled "IDAR Panel Agreement" between the Principal and the Continuing Parties dated [insert] as amended or acceded to from time to time (**IDAR Panel Agreement**).
- (B) The Principal and the Continuing Parties are each party to the IDAR Panel Agreement.
- (C) The Principal has entered into the [insert name of relevant Project Contract] with the Acceding Party.
- (D) Each of the Continuing Parties has acknowledged and agreed that the Acceding Party will accede to the IDAR Panel Agreement.
- (E) By this deed poll, the Acceding Party accedes to the IDAR Panel Agreement and the IDAR Panel Agreement is amended on the terms set out in this deed poll.

THE ACCEDING PARTY COVENANTS AS FOLLOWS:

1. INTERPRETATION

Capitalised terms used in this deed poll and not otherwise defined have the same meanings as those given in the IDAR Panel Agreement. The following definitions apply in this deed poll:

Effective Date means the date of execution of this deed poll.

[Insert name of relevant Project Contract] means the contract entered into between the Principal and the Acceding Party titled [insert title] and dated [insert date].

2. PRIMARY COVENANTS

- (e) The Acceding Party:
 - (i) confirms that it has been supplied with a copy of the IDAR Panel Agreement;
and
 - (ii) covenants with each of the Principal and the Continuing Parties, with effect from the Effective Date, to be bound by the provisions of, and to perform all of its obligations under the IDAR Panel Agreement.
- (f) For the purposes of the IDAR Panel Agreement, the Acceding Party's representative is as set out below:

[Insert details of Acceding Party's representative]
- (g) For the purposes of clause 20 of the IDAR Panel Agreement, the Acceding Party's notice address details are as set out below:

Address:
Email:
For the attention of:
- (h) Clause 18 of the IDAR Panel Agreement applies to this deed poll.

EXECUTED as a deed poll.

[Note: Appropriate execution block to be inserted by the Acceding Party prior to execution.]

SCHEDULE 2

IDAR Panel General Operating Procedures

1. **General**
 - 1.1 Each Project Contractor will furnish to each of the Members all documents necessary for the IDAR Panel to perform its functions, including copies of all Project Contract documents plus periodic reports, such as progress reports, minutes of weekly or other project control meetings, site meetings or similar meetings and any other documents that would be helpful in informing the Members of Disputes and other matters.
 - 1.2 The Members must make prompt disclosure from time to time of any new or previously undisclosed circumstance, relationship or dealing, which comes to their attention and which might give rise to a conflict of interest or apprehension of bias.
 - 1.3 Communications between the parties and the IDAR Panel for the purpose of attempting to prevent or resolve Disputes are without prejudice communications and may not be adduced as evidence in any dispute resolution process under the relevant Project Contract.
2. **Frequency of regular meetings and site visits**
 - 2.1 The frequency and scheduling of meetings and site visits necessary to keep the IDAR Panel properly informed of the project circumstances will generally be agreed between the IDAR Panel and the parties to each Project Contract.
 - 2.2 In the case of a failure to agree between the IDAR Panel and the parties to a Project Contract, the Principal will schedule the meetings and visits as it sees fit.
3. **Agenda for regular meetings**
 - 3.1 IDAR Panel meetings held for the purposes of briefing and updating the Members on performance and progress of the work under each Project Contract and issues or potential issues between the relevant parties will be held on an in-confidence and without prejudice basis to encourage full and frank disclosure and discussions.
 - 3.2 At the conclusion of the meeting, the IDAR Panel will generally inspect the Project Works and the Construction Site in the company of representatives of both parties to the relevant Project Contract. Any areas of the Project Works or Construction Site that are or may be the subject of any potential Dispute will be pointed out by the parties to the relevant Project Contract.
4. **Minutes of meetings**
 - 4.1 The Chair will prepare minutes of the regular meetings of the IDAR Panel and these draft minutes will be circulated to the parties of the relevant Project Contract and the Members for comments, additions and corrections.
 - 4.2 In accordance with clause 3.1 above, the minutes of IDAR Panel meetings held will be marked "in-confidence, without prejudice".
 - 4.3 Minutes as amended will be adopted by the relevant parties and the Members at the next meeting.
5. **Communications**
 - 5.1 All communications by the parties to the IDAR Panel outside the IDAR Panel meetings should be directed in writing to the Chair and copied to the other Members and to the

other party of the relevant Project Contract. All communications by the Members to the parties should be addressed to the Principal's Representative and the relevant Project Contractor's representative.

6. **Representation**

- 6.1 The parties must each ensure they are represented at IDAR Panel meetings by at least one senior project personnel and at least one senior off-site person to whom the on-site personnel reports. The parties must inform the Chair of the names and project roles of each of their respective representatives and, if applicable, the names and roles of any alternatives.

SCHEDULE 3

Appointed panel of Experts

As notified by the Principal in writing.



SCHEDULE 4

Payment procedure

1. Payment claims

At the end of each month in which the Members perform services under this Agreement with respect to each Dispute between the Principal and a Project Contractor, each Member must submit to both the Principal and the relevant Project Contractor an account for payment on account of the Member's fees and disbursements:

- (a) setting out the value of the services performed in accordance with this Agreement during the relevant month;
- (b) calculated in accordance with the Fees and Disbursements Letter for that Member; and
- (c) in such form and with such details and supporting documentation as the Principal and the relevant Project Contractor may reasonably require (including details of the time expended by the Member in performing the services).

2. Payment and notification of disputed amounts

- (a) Within 20 Business Days after receipt of the account for the month (submitted in accordance with section 1 of this Schedule 4):
 - (i) the Principal must pay:
 - (A) the Member's monthly retainer set out in the Fees and Disbursements Letter for that Member; and
 - (B) the Chair's attendance at the Joint Project Committee as set out in the Fees and Disbursements Letter for the Chair; and
 - (ii) the Principal and the relevant Project Contractor must each pay each Member █████ of the amount claimed by each Member for services performed (other than those in (i) above) during the month which is not disputed.
- (b) If the Principal or the relevant Project Contractor disagrees with the amount included in an account submitted by a Member then, within 10 Business Days of receipt of the relevant Member's account, the Principal or the relevant Project Contractor (as applicable) must notify the relevant Member in writing of the reasons for any amount which is disputed (with a copy to the Principal and the relevant Project Contractor).
- (c) If the Principal, the relevant Project Contractor and the relevant Member do not resolve the matter within 10 Business Days after the issue of the Principal's or the relevant Project Contractor's written notice, the Principal and the relevant Project Contractor (acting reasonably) must jointly determine the dispute. Any determination by the Principal and the relevant Project Contractor in respect of the amount payable must be given effect to by the Principal, the relevant Project Contractor and the relevant Member unless and until it is reversed or overturned in any subsequent court proceedings.

3. Goods and services tax

- (a) A party must pay GST on a taxable supply made to it under this Agreement, in addition to any consideration (excluding GST) that is payable for that taxable supply. The party making the taxable supply must provide a valid tax invoice to

the other party at or before the time that the other party is required to pay the GST.

- (b) Terms used in this section 3 have the meaning given to them in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

FORM OF FEES AND DISBURSEMENTS LETTER

[Date]

[Member details]

Dear [Member]

Fees and Disbursements for IDAR Panel

This letter (**Fees and Disbursements Letter**) forms part of the IDAR Panel Agreement between Sydney Metro, each Project Contractor and Members of the IDAR Panel dated on or about the date of this Fees and Disbursements Letter.

All defined terms used in this Fees and Disbursements Letter have the meaning given to them in the IDAR Panel Agreement.

The fees and disbursements due to [Member] in respect of his/her responsibilities as a Member of the IDAR Panel are agreed as follows:

1.	Preparation for, and attendance at, one Project Briefing per month
2.	<i>(Chair only)</i> Preparation for, and attendance at, Joint Project Committee meetings
3.	All other work carried out in connection with this Agreement, other work set out in items (1) and (2)
4.	Disbursements
5.	Rates escalation

Payment terms

Payment terms will be in accordance with Schedule 4 of the IDAR Panel Agreement.

Counterparts

This Fees and Disbursements Letter may be executed in counterparts, which taken together constitute one instrument. A party may execute this Fees and Disbursements Letter by executing any counterpart.

Acceptance

Please acknowledge your acceptance of the fees and disbursements of this letter by signing, dating and returning the enclosed copies to Sydney Metro.

Executed by SYDNEY METRO ABN 12 354 063 515 by its authorised delegate in the presence of:

Signature of witness

Signature of [insert position]

Full name of witness

Name of [insert position]

Signed by [Member] in the presence of:

Signature of Witness

Signature

Name of Witness in full

FEES AND DISBURSEMENTS LETTER

11th February 2019

[Redacted]

Dear [Redacted]

Fees and Disbursements for IDAR Panel

This letter (**Fees and Disbursements Letter**) forms part of the IDAR Panel Agreement between Sydney Metro, each Project Contractor and Members of the IDAR Panel dated on or about the date of this Fees and Disbursements Letter.

All defined terms used in this Fees and Disbursements Letter have the meaning given to them in the IDAR Panel Agreement.

The fees and disbursements due to [Redacted] in respect of his/her responsibilities as a Member of the IDAR Panel are agreed as follows:

[Redacted]	
1.	Preparation for, and attendance at, one Project Briefing per month
2.	(Chair only) Preparation for, and attendance at, Joint Project Committee meetings
3.	All other work carried out in connection with this Agreement, other work set out in items (1) and (2)
4.	Disbursements
5.	Rates escalation

Payment terms

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**JOHN
HOLLAND**

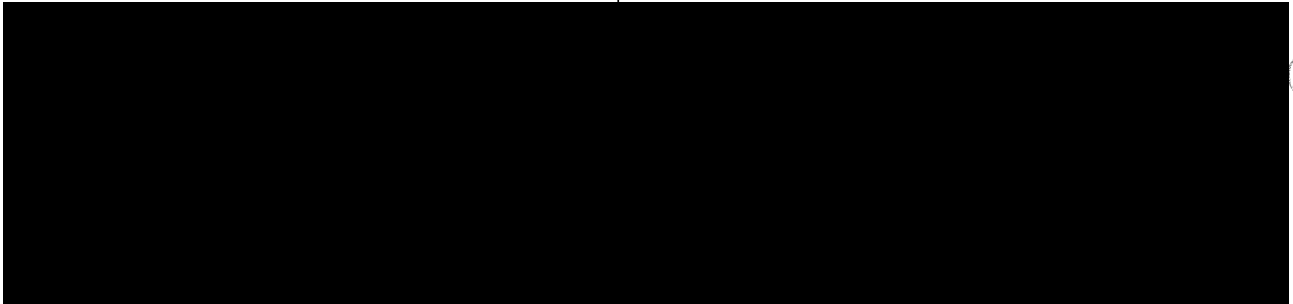
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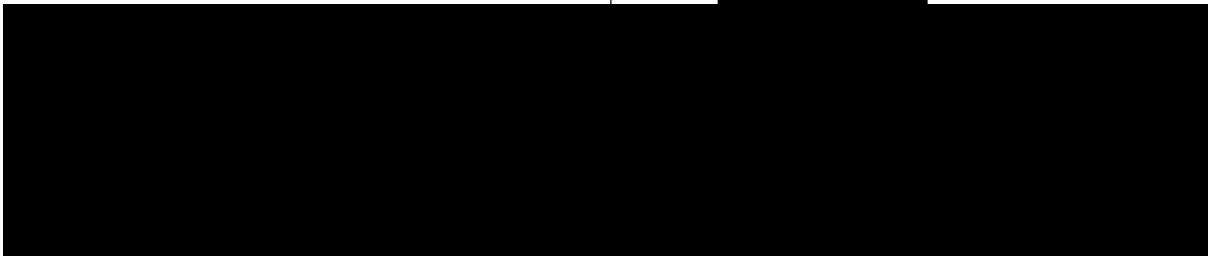
Acceptance

Please acknowledge your acceptance of the fees and disbursements of this letter by signing, dating and returning the enclosed copies to Sydney Metro.

Executed by **SYDNEY METRO ABN 12 354 063 515** by its authorised delegate in the presence of:



Signed by [redacted] in the presence of:



FEES AND DISBURSEMENTS LETTER

11th February 2019

[Redacted]

Dear [Redacted]

Fees and Disbursements for IDAR Panel

This letter (**Fees and Disbursements Letter**) forms part of the IDAR Panel Agreement between Sydney Metro, each Project Contractor and Members of the IDAR Panel dated on or about the date of this Fees and Disbursements Letter.

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**JOHN
HOLLAND**

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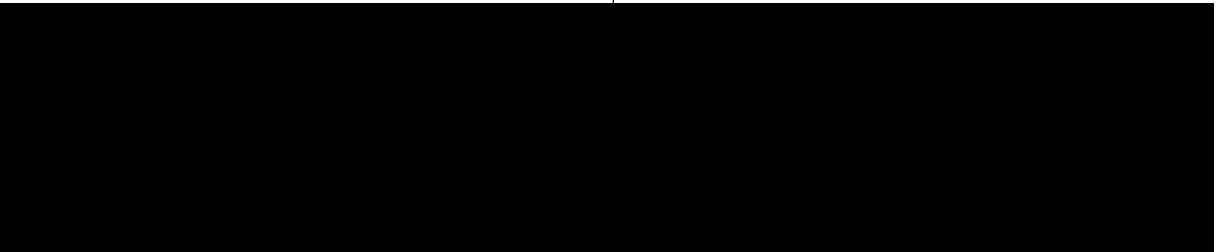
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Executed by **SYDNEY METRO ABN 12 354 063 515** by its authorised delegate in the presence of:



Signed by [redacted] in the presence of:



**JOHN
HOLLAND**

FEES AND DISBURSEMENTS LETTER

11th February 2019

[Redacted]

Dear [Redacted]

Fees and Disbursements for IDAR Panel

This letter (**Fees and Disbursements Letter**) forms part of the IDAR Panel Agreement between Sydney Metro, each Project Contractor and Members of the IDAR Panel dated on or about the date of this Fees and Disbursements Letter.

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5.	Rates escalation

Payment terms

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JOHN HOLLAND SM 18-00209449

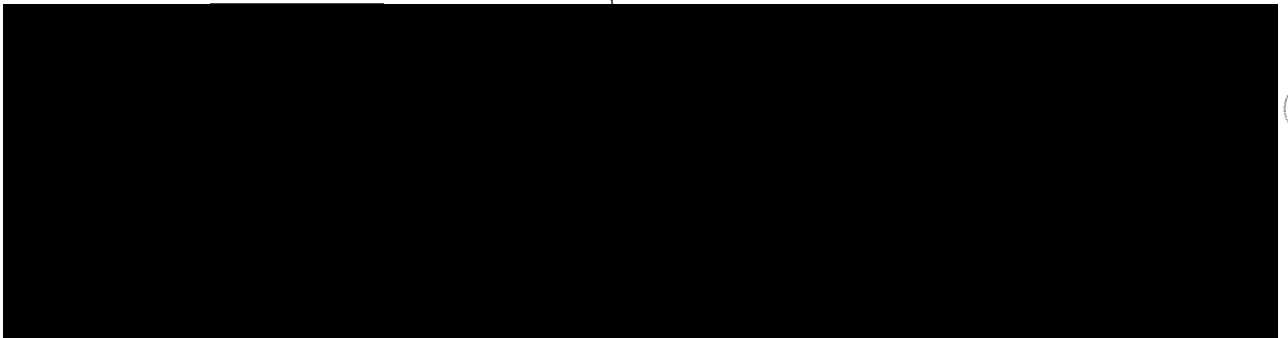
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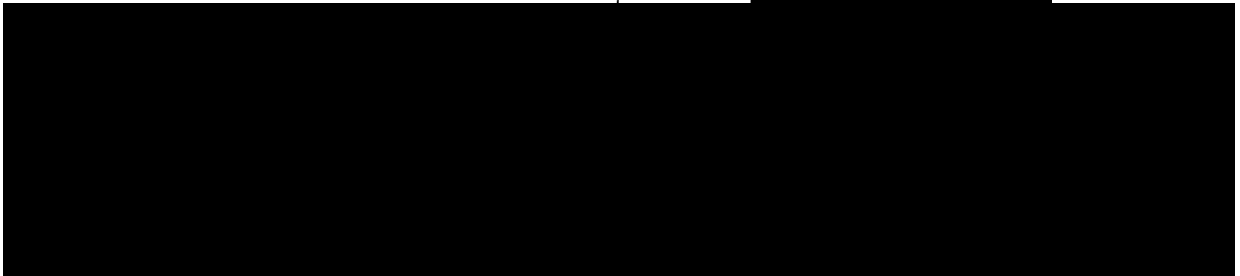
Acceptance

Please acknowledge your acceptance of the fees and disbursements of this letter by signing, dating and returning the enclosed copies to Sydney Metro.

Executed by SYDNEY METRO ABN 12 354 063 515 by its authorised delegate in the presence of:



Signed by [redacted] **in the presence of:** [redacted]



**JOHN
HOLLAND**

FEES AND DISBURSEMENTS LETTER

11th February 2019

Dear [REDACTED]

Fees and Disbursements for IDAR Panel

This letter (**Fees and Disbursements Letter**) forms part of the IDAR Panel Agreement between Sydney Metro, each Project Contractor and Members of the IDAR Panel dated on or about the date of this Fees and Disbursements Letter.

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**JOHN
HOLLAND**

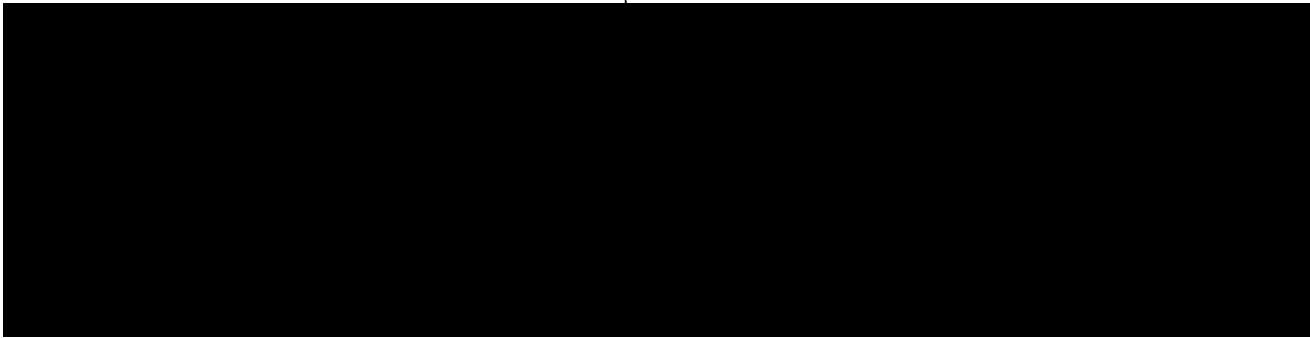
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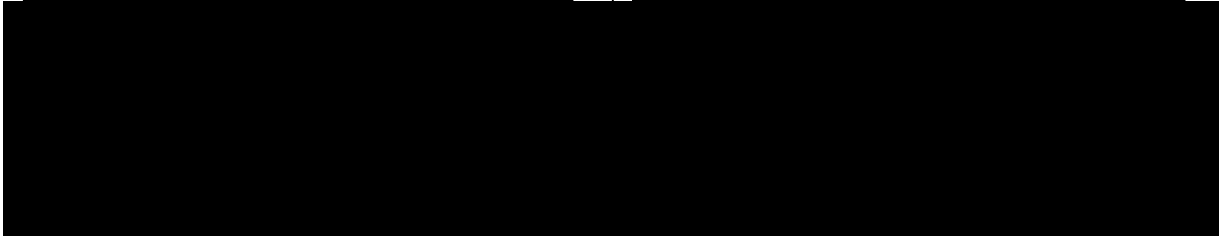
Acceptance

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Executed by **SYDNEY METRO ABN 12 354 063 515** by its authorised delegate in the presence of:



Signed by [redacted] in the presence of:



**JOHN
HOLLAND**

SCHEDULE A21. – FORM OF DEED OF NOVATION

(Clause 32.7(a)(iii)(A))

DEED OF NOVATION made at _____ on _____ 20____

BETWEEN:

- (1) [Insert name and ABN] of [Insert] (**Retiring Party**);
- (2) [Insert name and ABN] of [Insert] (**Continuing Party**); and
- (3) [Insert name and ABN] of [Insert] (**Substitute Party**).

RECITALS:

- (A) The Retiring Party and the Continuing Party are parties to the Contract.
- (B) The Retiring Party and the Substitute Party have asked the Continuing Party to agree to the novation of the Contract on the terms of this deed.
- (C) The Continuing Party has agreed to the novation of the Contract on the terms of this deed.

THIS DEED PROVIDES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Defined terms in the Contract have the same meanings in this deed, unless the contrary intention appears.

In this deed:

Claim means any claim, notice, demand, action, proceeding, litigation, investigation or judgment whether based in contract, tort, statute or otherwise.

Contract means the agreement between the Retiring Party and the Continuing Party [**described in the Schedule or insert description here**].

Contract Guarantees means the guarantees issued or required to be issued under the Contract in respect of the performance by a party to the Contract, by a bank or insurer and/or, where required by the Contract, by a Related Entity of that party.

Effective Date means [**the date of this deed or the date agreed by the parties from which the novation will be effective**].

GST means the Goods and Services Tax as defined in the *A New Tax System (Goods and Services) Act 1999* (Cth).

Liability means all liabilities, losses, Claims, damages, outgoings, costs and expenses of whatever description.

Related Entity has the meaning ascribed to that term in section 9 of the *Corporations Act 2001* (Cth).

2. INTERPRETATION

In this deed:

- (a) headings are for convenience only and do not affect interpretation;
- (b) and unless the context indicates a contrary intention:
- (c) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (d) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (e) 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;
- (f) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (g) 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;
- (h) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (i) a reference 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 deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (j) 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;
- (k) "includes" in any form is not a word of limitation; and
- (l) a reference to "\$" or "dollar" is to Australian currency.

3. **NOVATION**

3.1 **Novation**

From the Effective Date:

- (a) the parties novate the Contract so that the Substitute Party and the Continuing Party are parties to a new agreement on the same terms as the Contract; and
- (b) any reference in the Contract to the Retiring Party will be read as a reference to the Substitute Party.

3.2 **Assumptions of rights and obligations**

- (a) From the Effective Date the Substitute Party:
 - (i) will be bound by and will comply with the terms of the Contract as amended by this deed, and will enjoy the rights and benefits conferred on the Retiring Party under the terms of the Contract; and
 - (ii) will assume the obligations and Liability of the Retiring Party under the terms of the Contract,

in all respects as if the Substitute Party had originally been named in the Contract as a party instead of the Retiring Party.

- (b) From the Effective Date the Continuing Party will comply with the terms of the Contract on the basis that the Substitute Party has replaced the Retiring Party under the Contract in accordance with this deed.

3.3 Release by Continuing Party

From the Effective Date:

- (a) the Continuing Party releases the Retiring Party from:
 - (i) any obligation or Liability under or in respect of the Contract; and
 - (ii) (any action, claim and demand it has against the Retiring Party under or in respect of the Contract; and
- (b) this release does not affect any rights the Continuing Party may have against the Substitute Party as a result of the assumption by the Substitute Party under the terms of this deed of the obligations and Liability of the Retiring Party under the terms of the Contract.

3.4 Release by Retiring Party

From the Effective Date the Retiring Party releases the Continuing Party from:

- (a) any obligation or Liability under or in respect of the Contract; and
- (b) any action, Claim and demand it has, or but for this clause would have had against the Continuing Party under or in respect of the Contract,

except that nothing in this clause affects the obligations of the Continuing Party to the Substitute Party under the Contract.

3.5 Insurance

From the Effective Date:

- (a) the Substitute Party must have in place insurances which replace the insurances required to be effected and maintained by the Retiring Party under the terms of the Contract; and
- (b) the Continuing Party must take the necessary steps to ensure that, for all insurances required to be effected by the Continuing Party under the terms of the Contract, the Substitute Party is named in place of the Retiring Party as required by the Contract.

3.6 Replacement of Guarantees

From the Effective Date the Substitute Party must have in place guarantees which replace the Contract Guarantees on similar terms in favour of the Continuing Party.

3.7 Indemnity

The Retiring Party must indemnify the Substitute Party and each of their officers, employees and agents from and against any Loss (including legal costs on a full indemnity basis) in respect of or arising out of any Liability the Substitute Party has to the Continuing Party under or in connection with the Contract as a result of the Substitute

Party assuming the obligations and Liabilities of the Retiring Party under or in connection with the Contract to the extent that those Liabilities arose prior to, or relate to any period prior to, the Effective Date.

3.8 Liability

To the extent that there is specified in the Contract any limitation on the Continuing Party's liability to the Retiring Party, that limitation will continue to apply as between the Continuing Party and the Substitute Party, and any liabilities accruing towards that limitation prior to the Effective Date will continue to count towards that limitation.

4. OVERRIDING EFFECT

The parties agree that the execution and operation of this deed will for all purposes be regarded as due and complete compliance with the terms of the Contract relating to any requirement for consent to assignment of the Contract so far as any such provisions would apply with respect to the novation of the Contract to the Substitute Party.

5. REPRESENTATIONS AND WARRANTIES

5.1 Authority

Each party represents and warrants to each other party that it has full power and authority to enter into and perform its obligations under this deed.

5.2 Authorisations

Each party represents and warrants to each other party that it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms.

5.3 Binding obligations

Each party represents and warrants to each other party that this deed constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms.

6. DUTIES, COSTS AND EXPENSES

6.1 Stamp Duty

The Substitute Party must pay all stamp duty, duties or other taxes of a similar nature (including but not limited to any fines, penalties and interest) in connection with this deed or any transaction contemplated by this deed (except to the extent the terms of the Contract provide otherwise).

6.2 Costs

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

6.3 GST

(a) Any payment or reimbursement required to be made under this deed that is calculated by reference to 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.

- (b) If GST is payable on a supply made under this deed by an entity (**Supplier**), the party providing the consideration for that supply must, in addition to any other amounts payable under any provision of this deed, pay an additional amount equal to the GST payable by the Supplier on that supply. The additional amount must be paid, and the Supplier must provide a tax invoice, at the same time as the other consideration for that supply is to be provided under this deed. Terms used in this clause 6.3 have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999*.

7. GENERAL

7.1 Governing Law

This deed is governed by and must be construed according to the laws of New South Wales.

7.2 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 7.2(a).

7.3 Amendments

This deed may only be varied by a document signed by or on behalf of each party.

7.4 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.
- (b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of any other breach of that term or of a breach of any other term of this deed.

7.5 Counterparts

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

7.6 Severance

If at any time a provision of this deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this deed; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this deed.

7.7 Further acts and documents

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 another party to give effect to this deed.

7.8 Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior consent of each other party.

Schedule [if needed]

Contract
(clause 1.1)

.....
.....



Executed as a deed.

Executed by [*Insert Name and ABN of Retiring Party*] in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

Executed by [*Insert Name and ABN of Continuing Party*] in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

Executed by [*Insert Name and ABN of Substitute Party*] in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

SCHEDULE A22. – FORM OF SUBCONTRACTOR WARRANTIES

(Clause 17.5(a))

THIS DEED POLL is made the _____ day of _____ 20

TO: **Sydney Metro** ABN 12 354 063 515 a New South Wales agency constituted by section 38 of the *Transport Administration Act 1988* (NSW) of Level 43, 680 George Street, Sydney NSW 2000 (**Principal**); and

[**Insert name of relevant beneficiary**] ABN [] of [], [],

(together, the **Beneficiaries**)

BY: That person described in Item 1 of the Schedule (**Warrantor** which expression will include that person's successors and assigns).

RECITALS

- (A) The Warrantor has supplied the items described in Item 2 of the Schedule (**Equipment**) to the person described in Item 3 of the Schedule (the **WL Contractor**) or the person described in Item 4 of the Schedule (**WL Contractor's Subcontractor**) for the Waterloo Station component of Sydney Metro City & Southwest being carried out by WL Contractor under the deed described in Item 5 of the Schedule (**Deed**).
- (B) It is a requirement imposed by the Principal under the Deed that the WL Contractor procures the Warrantor to give the following warranties in favour of the Beneficiaries with respect to the Equipment.

OPERATIVE PROVISIONS

1. The Warrantor:
 - (a) warrants to the Beneficiaries that the Equipment will be to the quality and standard stipulated by the Subcontract and will be of merchantable quality and fit for the purpose for which it is required; and
 - (b) gives the warranty more particularly set out in Item 6 of the Schedule with respect to the Equipment.
2. The warranties in clause 1 are in addition to and do not derogate from any warranty implied by law in respect of the Equipment.
3. The Warrantor warrants to each Beneficiary that it will:
 - (a) replace so much of the Equipment as is found to be of a lower quality or standard than that referred to in clause 1; or
 - (b) repair and make good so much of the Equipment that shows deterioration of such extent that in the opinion of either Beneficiary the Equipment ought to be made good or replaced in order to achieve fitness for the purpose for which it is required, whether on account of utility, performance, appearance or otherwise,within the period described in Item 6 of the Schedule.
4. The Warrantor covenants to each Beneficiary that it will bear the cost of any work necessary to any part of Sydney Metro City & Southwest to enable the requirements of clause 3 to be carried out or to make good Sydney Metro City & Southwest afterwards.

5. The Warrantor acknowledges to the Beneficiaries that nothing contained in this Deed Poll is intended to nor will render the Beneficiaries in any way liable to the Warrantor in relation to any matters arising out of the Deed or otherwise.
6. This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Beneficiaries.
7. This Deed Poll shall be governed by and construed in accordance with the laws of the State of New South Wales.
8. The Warrantor irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Deed Poll, and waives any right it might have to claim that those courts are an inconvenient forum.
9. For the avoidance of doubt, this Deed Poll is enforceable by any of the Beneficiaries.
10. The aggregate of the Warrantor's liability to the Beneficiaries under this Deed Poll and the Warrantor's liability to the WL Contractor under any contract entered into by the Warrantor in relation to Sydney Metro City & Southwest (**Warrantor Contract**) will not exceed the liability that the Warrantor would have had under the Warrantor Contract if the Warrantor Contract had named, as parties having the benefit of the performance of the obligations of the Warrantor:
 - (a) the Beneficiaries; and
 - (b) the WL Contractor.

SCHEDULE

- Item 1:** [Name and address of Warrantor]
(Parties)
- Item 2:** [Details of the Equipment]
(Recital A)
- Item 3:** [Name of the WL Contractor]
(Recital A)
- Item 4:** [WL Contractor's Subcontractor]
(Recital A)
- Item 5:** The deed titled "Waterloo Integrated Station Development – Station Delivery Deed" entered into between the Principal and the WL Contractor on or about [insert].
(Recital A)
- Item 6:** [Detailed warranty of Warrantor and period]
(Clause 3)
- Item 7:** [Subcontract]
(Clause 1(a))

Executed as a deed poll.

Executed by [*name of Warrantor*] in the presence of:

Signature of witness

Signature of authorised signatory

Name of witness in full

Name of authorised signatory in full

SCHEDULE A23. – DESIGNER DEED OF COVENANT

(Clause 17.1(c))

THIS DEED POLL is made the _____ day of _____ 20

To: **Sydney Metro** ABN 12 354 063 515 of Level 43, 680 George Street, Sydney NSW 2000
(Principal)

By: [Insert] (ABN [Insert]) of [Insert] (**Designer**)

RECITALS

- (A) The Principal has engaged [Insert] (**WL Contractor**) to carry out certain works for the Principal by a contract dated [Insert] (**Contract**).
- (B) The WL Contractor has engaged the Designer by agreement dated [Insert] (**Subcontract**) to carry out the professional services to be performed under the Subcontract (**Professional Services**) for the purposes of the performance of the WL Contractor's obligations under the Contract as they relate to those design services.
- (C) Under the Contract, the WL Contractor is required to procure the Designer to execute this deed poll in favour of the Principal.

OPERATIVE

1. Duty of Care

- (a) The Designer:
 - (i) warrants to the Principal that:
 - (A) in performing the Professional Services, it will exercise the standard of skill, care and diligence that would be expected of a designer experienced in the provision of the type of professional services required by the Subcontract;
 - (B) the Professional Services will be fit for the intended purposes disclosed in or reasonably able to be inferred from the SWTC, which is a schedule to the deed; and
 - (C) the Professional Services do not and will not infringe any patent, registered design, trademark or name, copyright or other protected right;
 - (ii) acknowledges that:
 - (A) in performing the Professional Services it will owe a duty of care to the Principal; and
 - (B) it is aware that the Principal will be relying upon the skill and judgment of the Designer in performing the Professional Services and the warranties given by the Designer in this deed poll; and
 - (iii) must promptly advise the Principal about any matter in which the Designer has been instructed by the WL Contractor to provide the Professional Services in a manner which is, or may result in an outcome which is, not in accordance with the requirements of the Subcontract, including without limitation:

- (A) where the WL Contractor's instructions in relation to design are not consistent with the Subcontract or may result in the works under the Subcontract not being fit for their intended purpose; or
 - (B) where the WL Contractor's instructions require the Designer to issue a certificate where the conditions for the issue of that certificate under the Subcontract have not been satisfied.
- (b) The Designer must carry out the Professional Services so as to minimise any interference with, disruption or delay to the services and work carried out by the other contractors engaged by the Principal.

2. Notices

- (a) Any notices contemplated by, or arising out of or in any way in connection with, this deed poll must be in writing and delivered to the relevant address or sent to the facsimile number shown below (or to a party's new address or email address which that party notifies to the others):
- (i) to the Principal: Level 43, 680 George Street, Sydney NSW 2000
Email: [**to be completed**]
 - (ii) to the Designer: [**to be completed**]
Email: [**to be completed**]
- (b) A notice sent by post will be taken to have been received at the time when, in due course of the post, it would have been delivered at the address to which it is sent.
- (c) A notice sent by email will be taken to have been received:
- (i) if it is transmitted before 5.00pm (Sydney time) on a Business Day, on that Business Day; or
 - (ii) if it transmitted after 5:00pm (Sydney time) on a Business Day, or a day that is not a Business Day, on the next Business Day.
- (d) If the Designer is a foreign company (as defined in the *Corporations Act 2001* (Cth)), the Designer must within 10 Business Days of the date of this deed poll:
- (i) appoint a local process agent acceptable to the Principal as its agent to accept service of process under or in any way in connection with this deed poll; and
 - (ii) obtain the process agent's consent to the appointment.
- (e) The appointment must be in a form acceptable to the Principal and may not be revoked without the Principal's consent.

3. Miscellaneous

- (a) This deed poll will be construed in accordance with the law of the State of New South Wales and the Designer irrevocably submits to the jurisdiction of the courts of that State.
- (b) This deed poll may not be revoked or otherwise modified without the prior written consent of the Principal.

4. **Limit of Liability**

The aggregate of the Designer's liability to the Principal under this deed poll and the Designer's liability to the WL Contractor under the Subcontract will not exceed the liability that the Designer would have had under the Subcontract if the Subcontract had named, as parties having the benefit of the performance of the obligations of the Designer:

- (a) the Principal; and
- (b) the WL Contractor.

SCHEDULE

[Insert description of Professional Services] as more particularly described in the Subcontract.

EXECUTED as a deed poll.

EXECUTED by [*Insert Name and ABN of Designer*] in accordance with section 127 of the *Corporations Act 2001* (Cth):

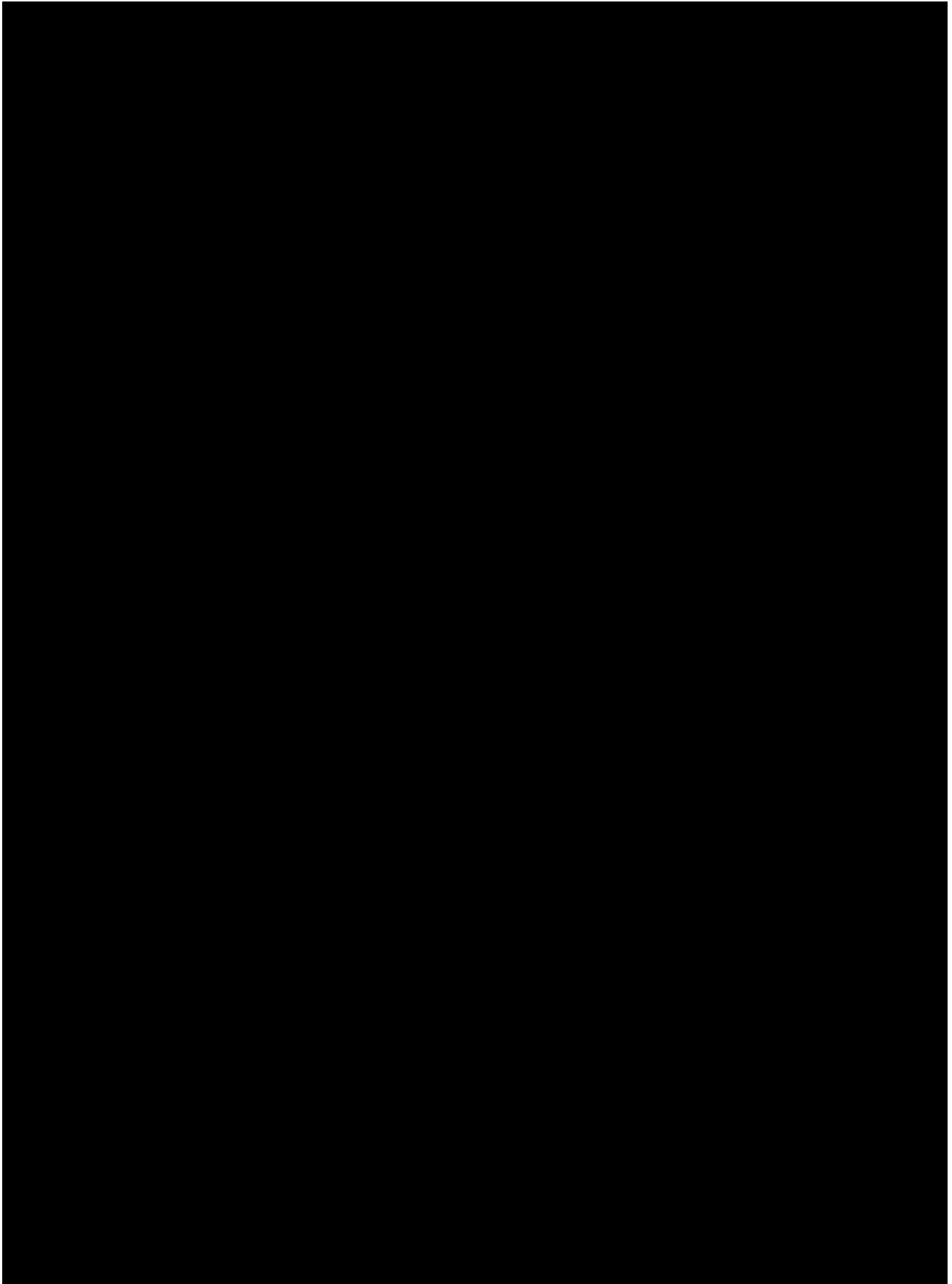
Signature of Director

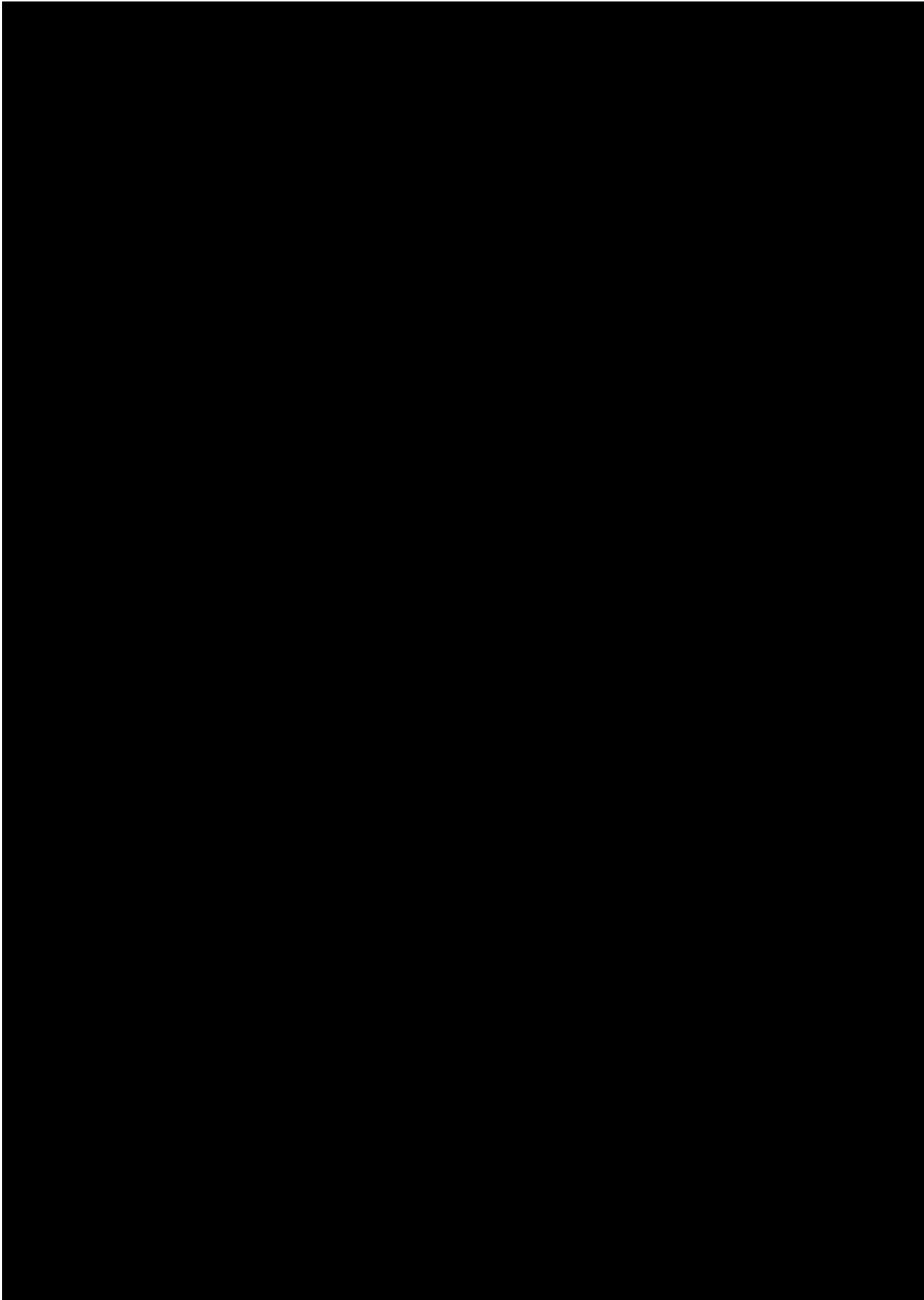
Signature of Secretary/other Director

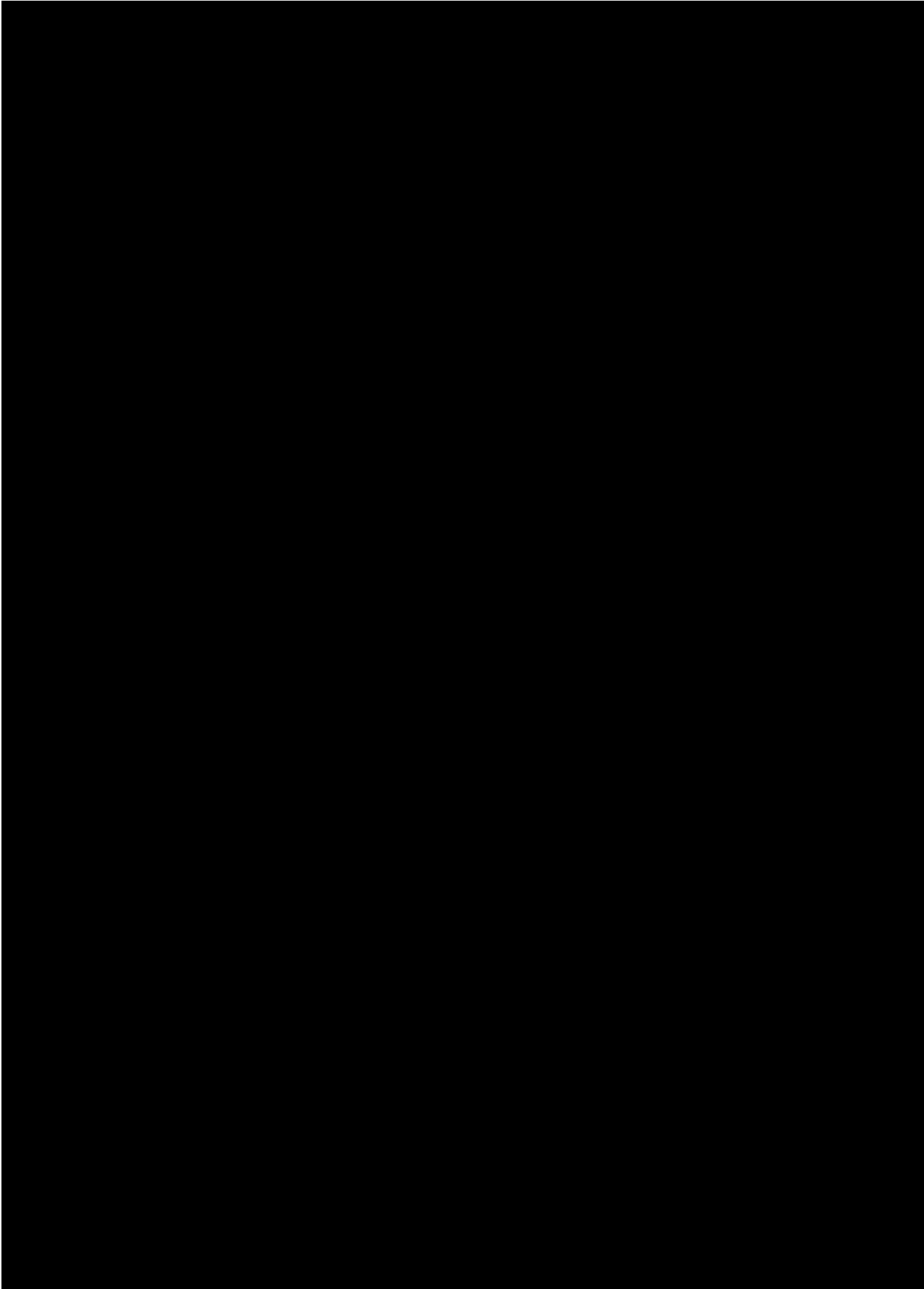
Name of Director in full

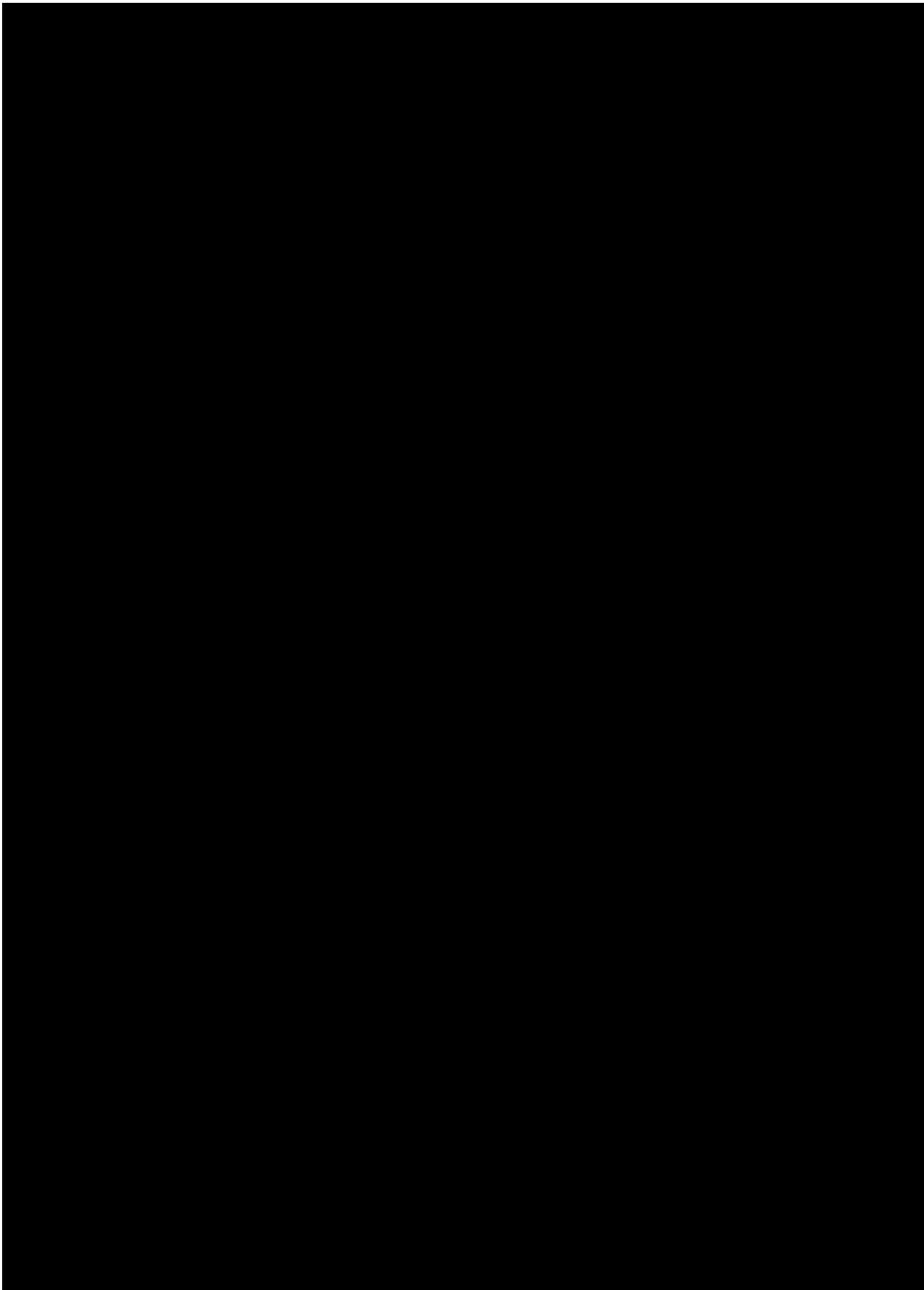
Name of Secretary/other Director in full

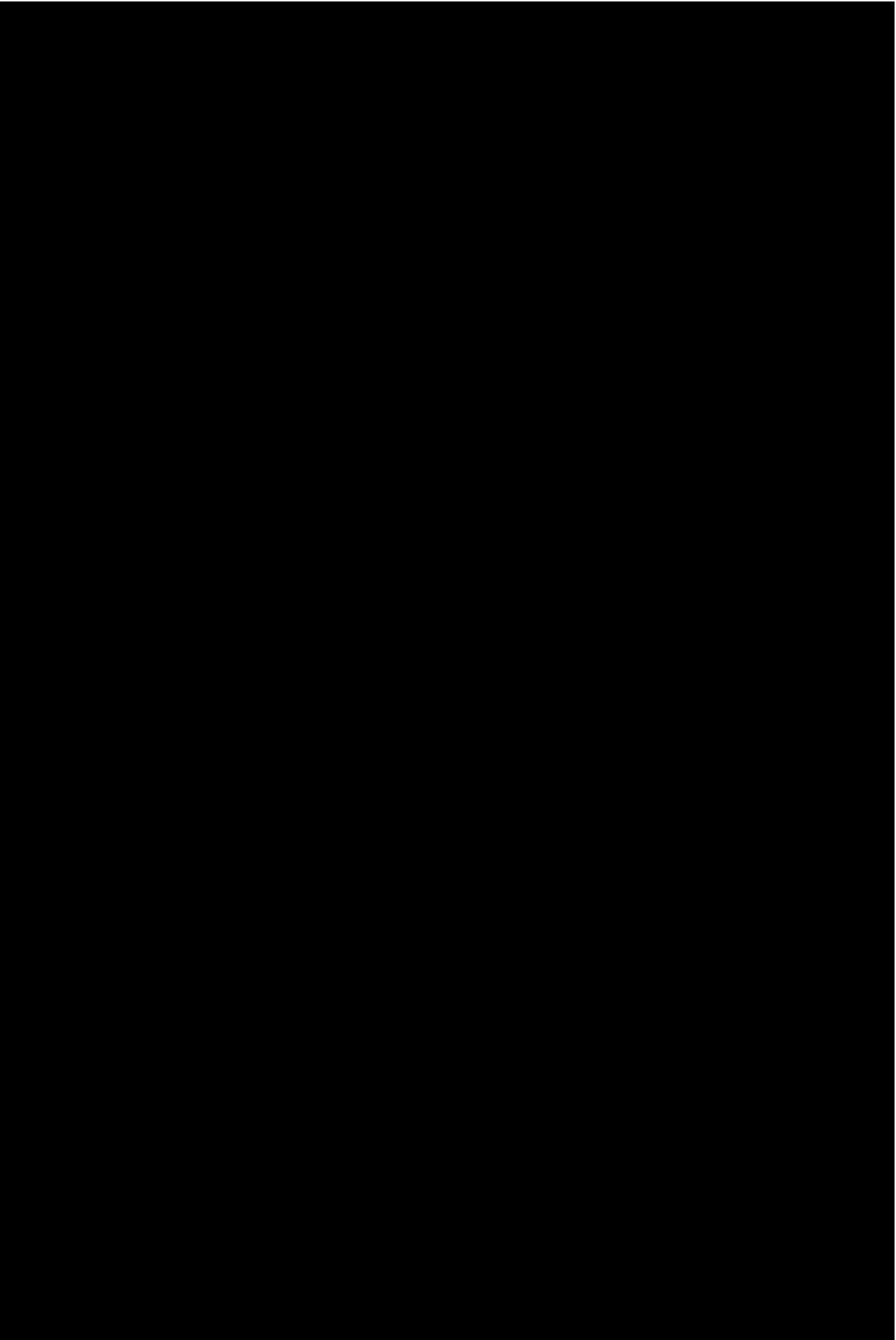
SCHEDULE A24. – OPERATOR COOPERATION AND INTEGRATION DEED

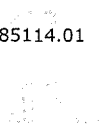
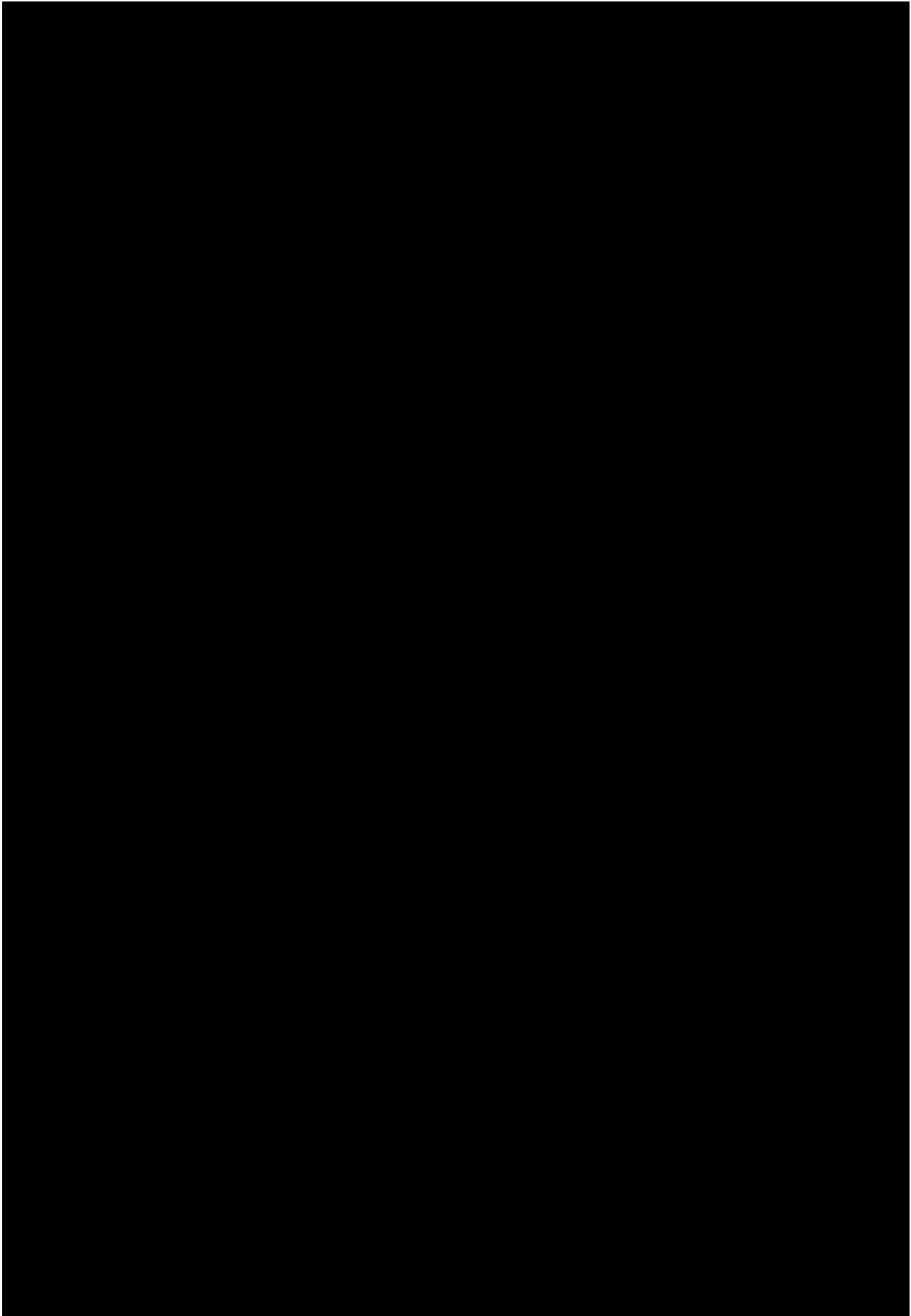




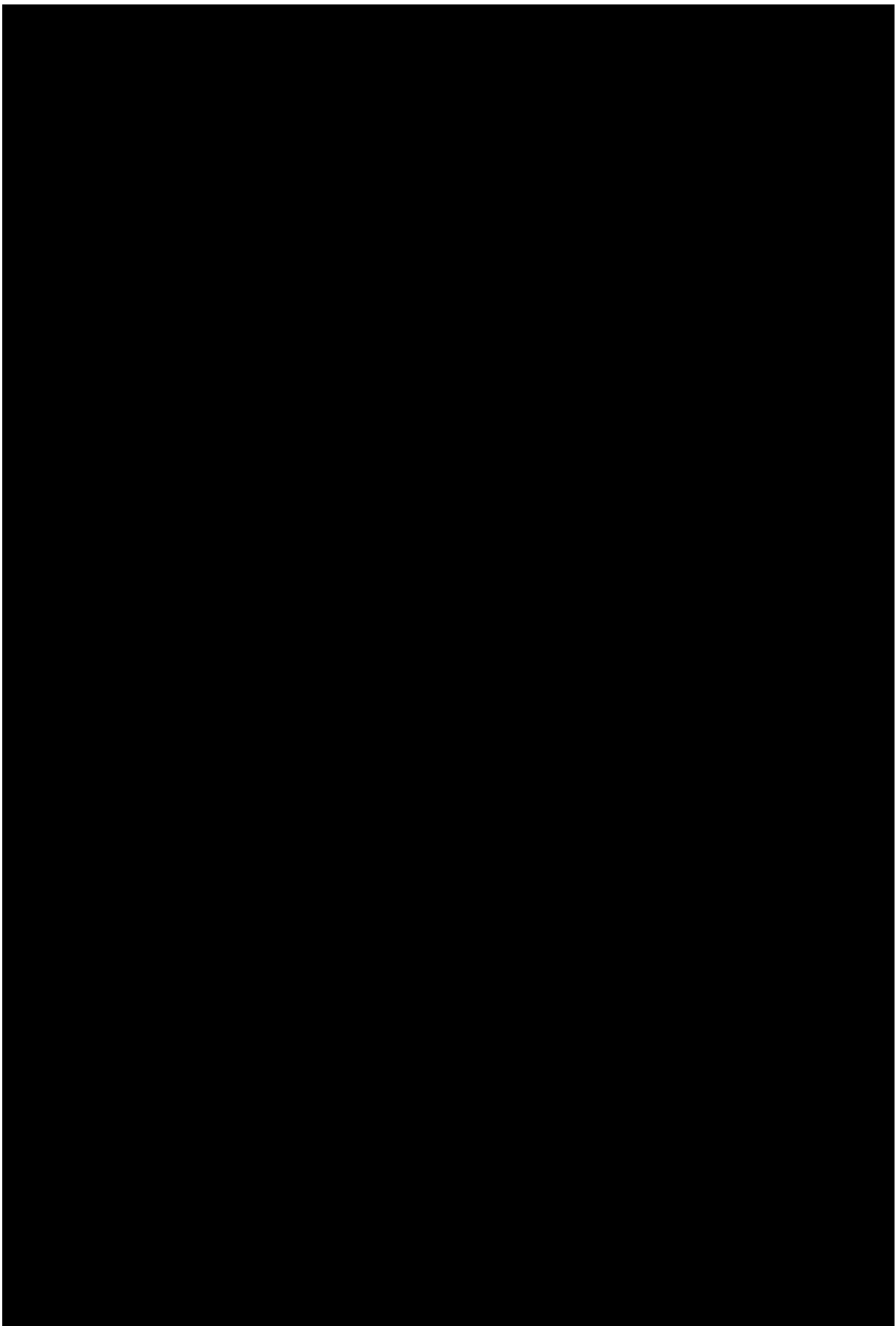


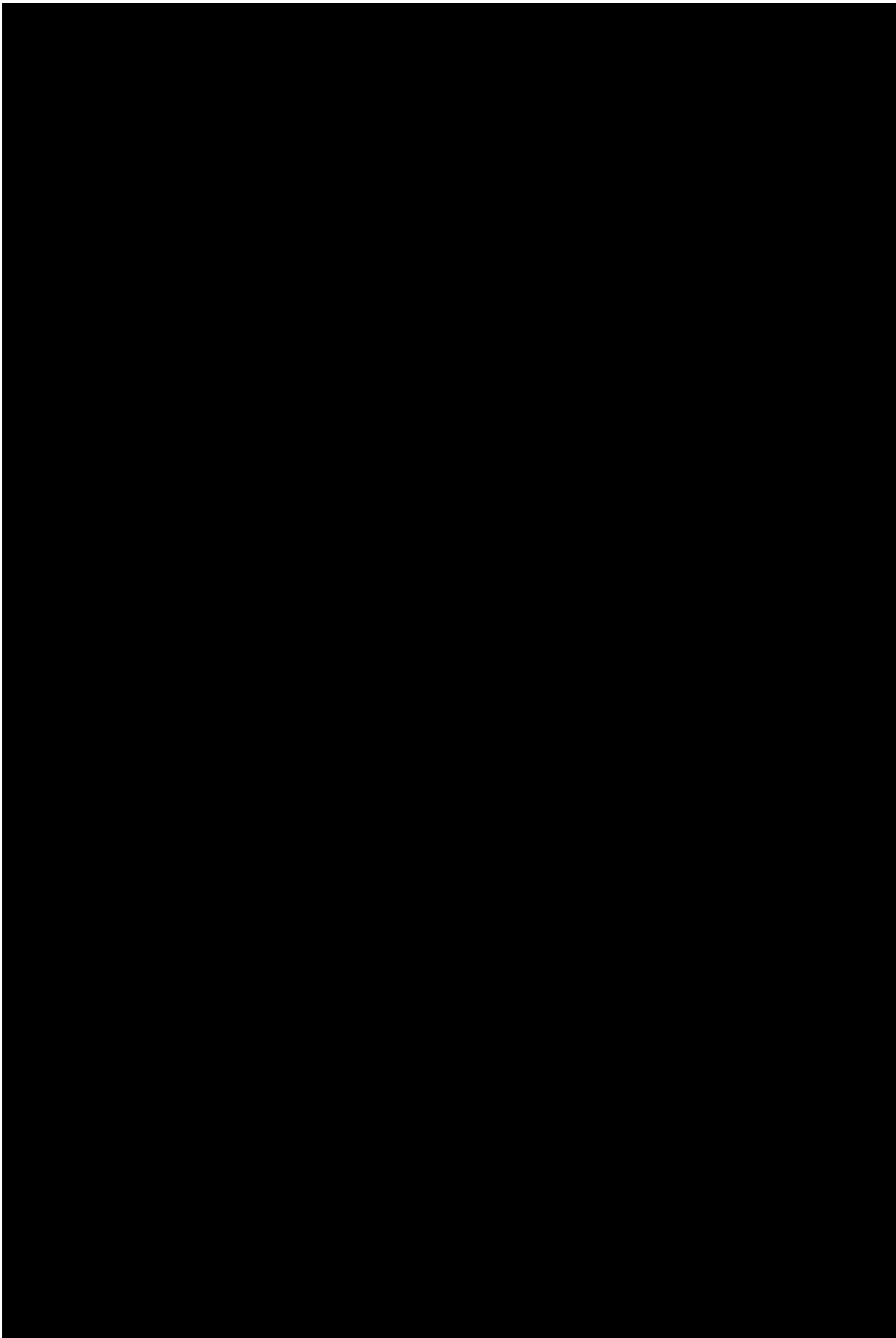


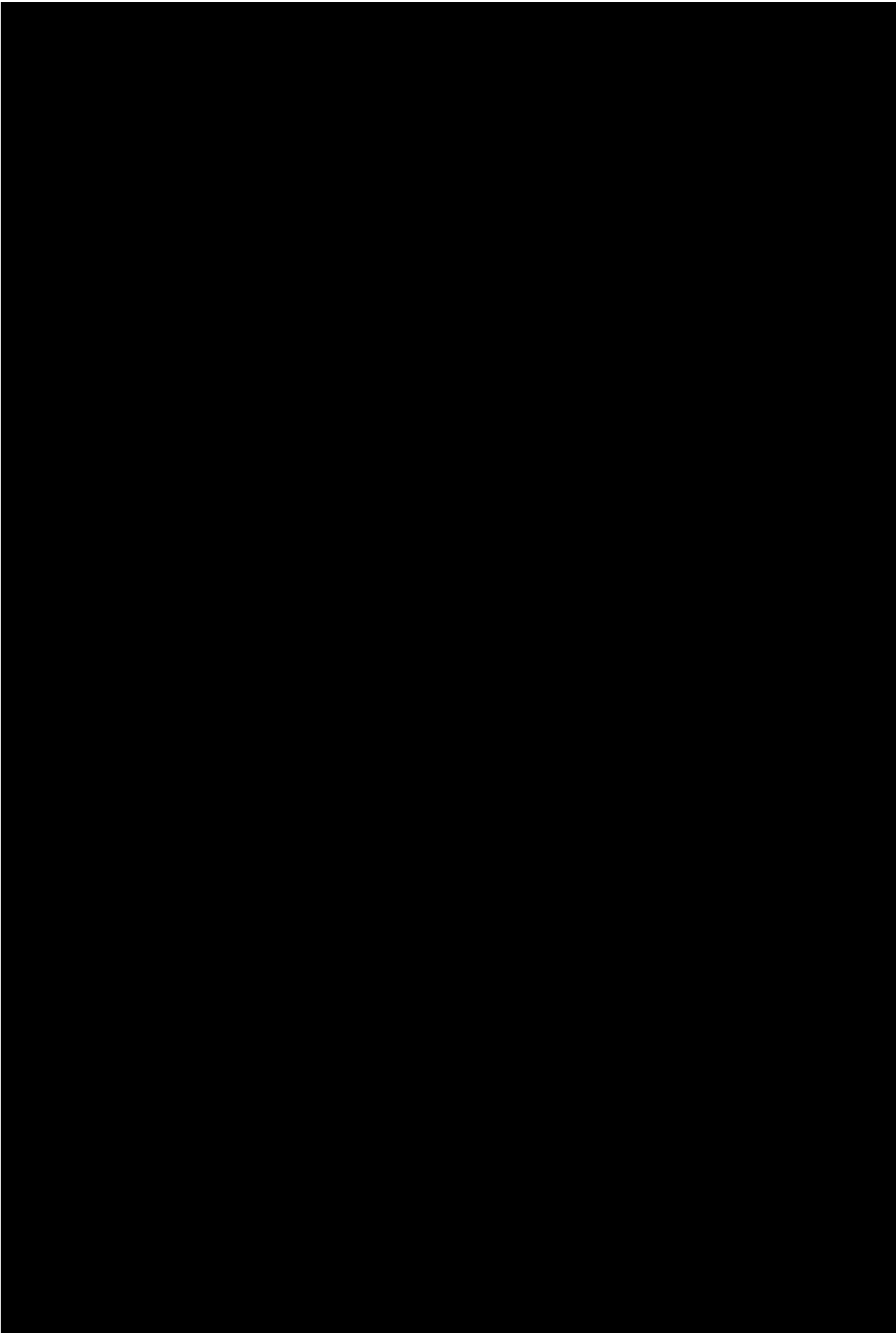


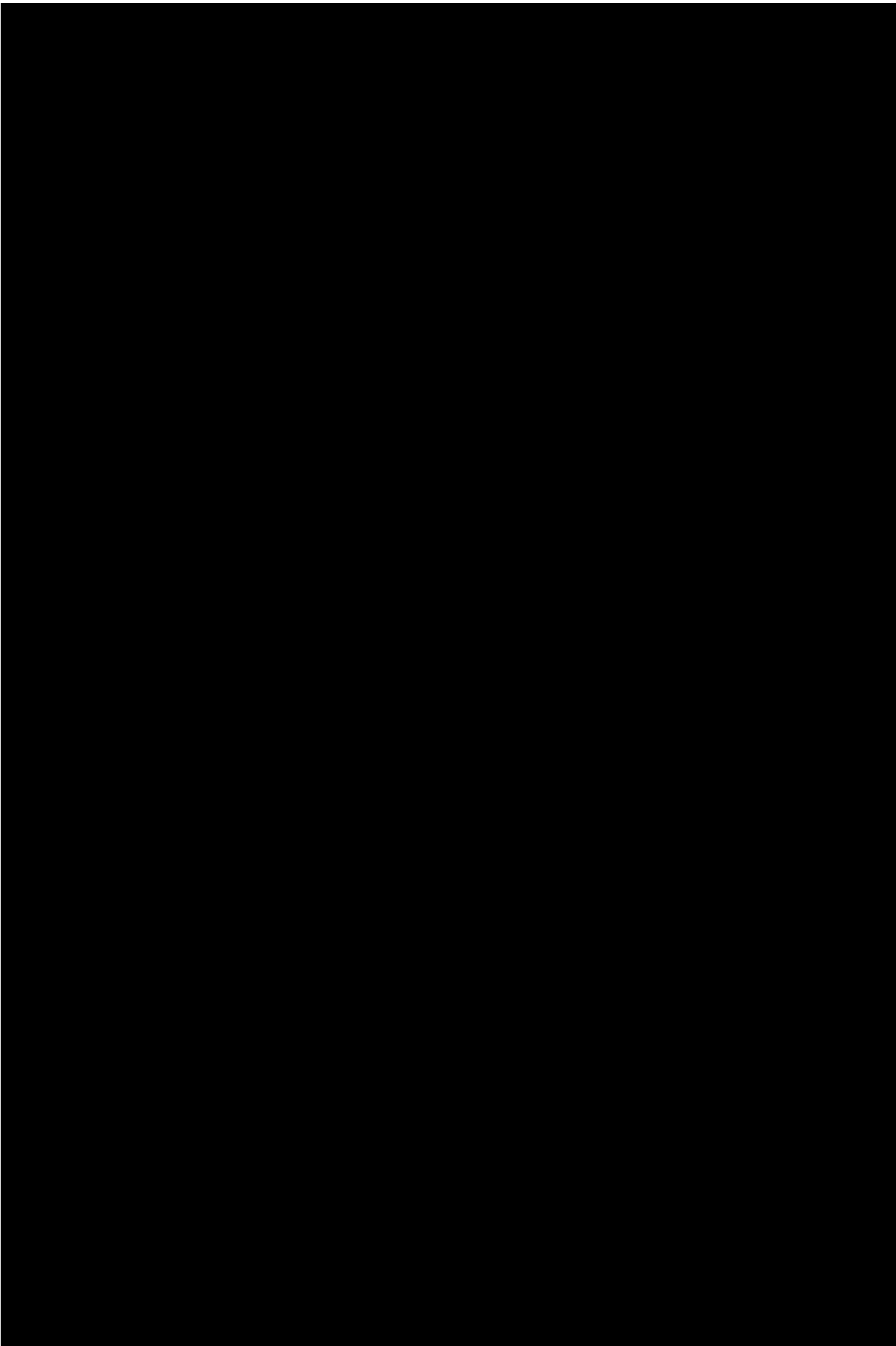


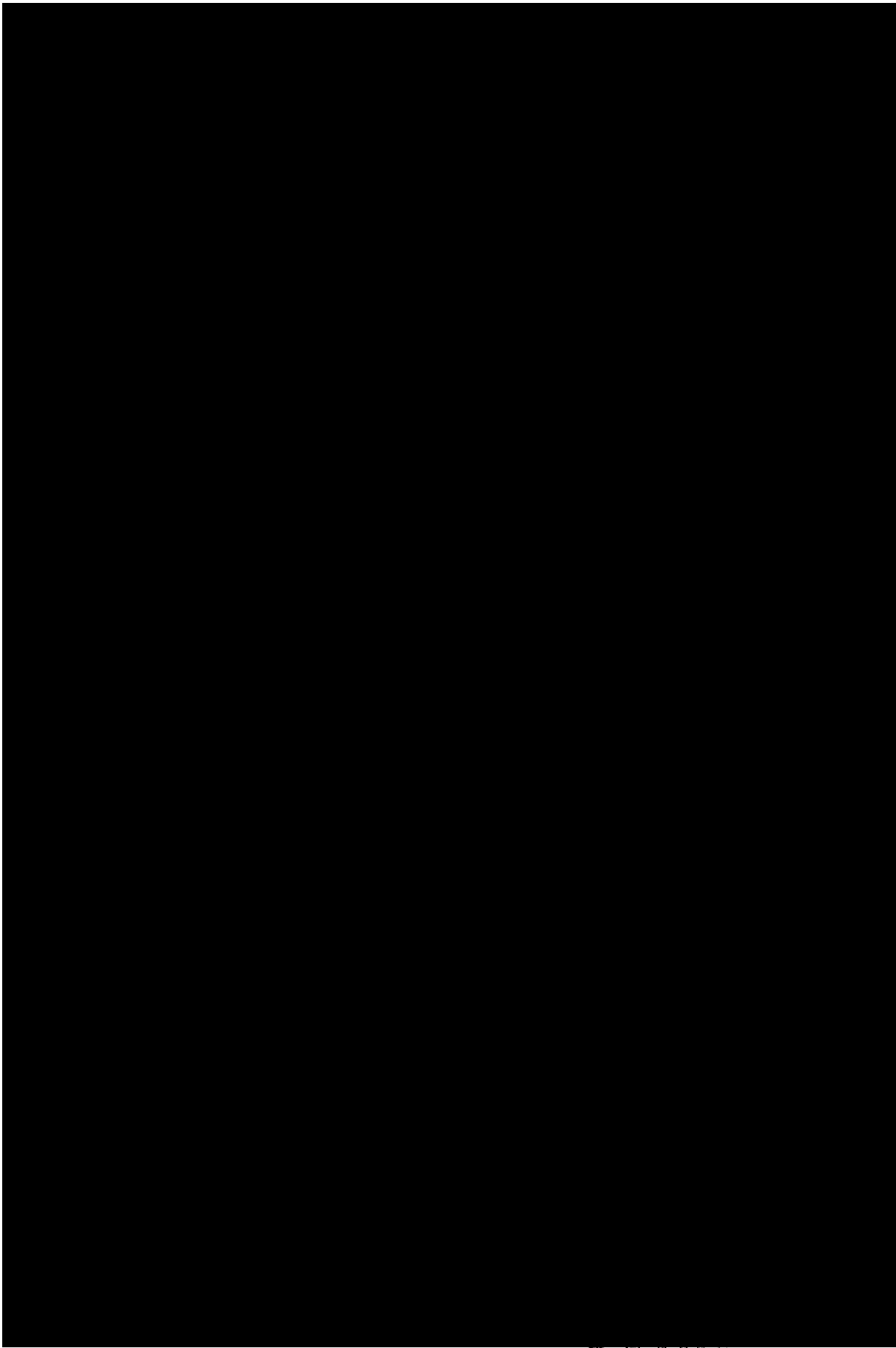
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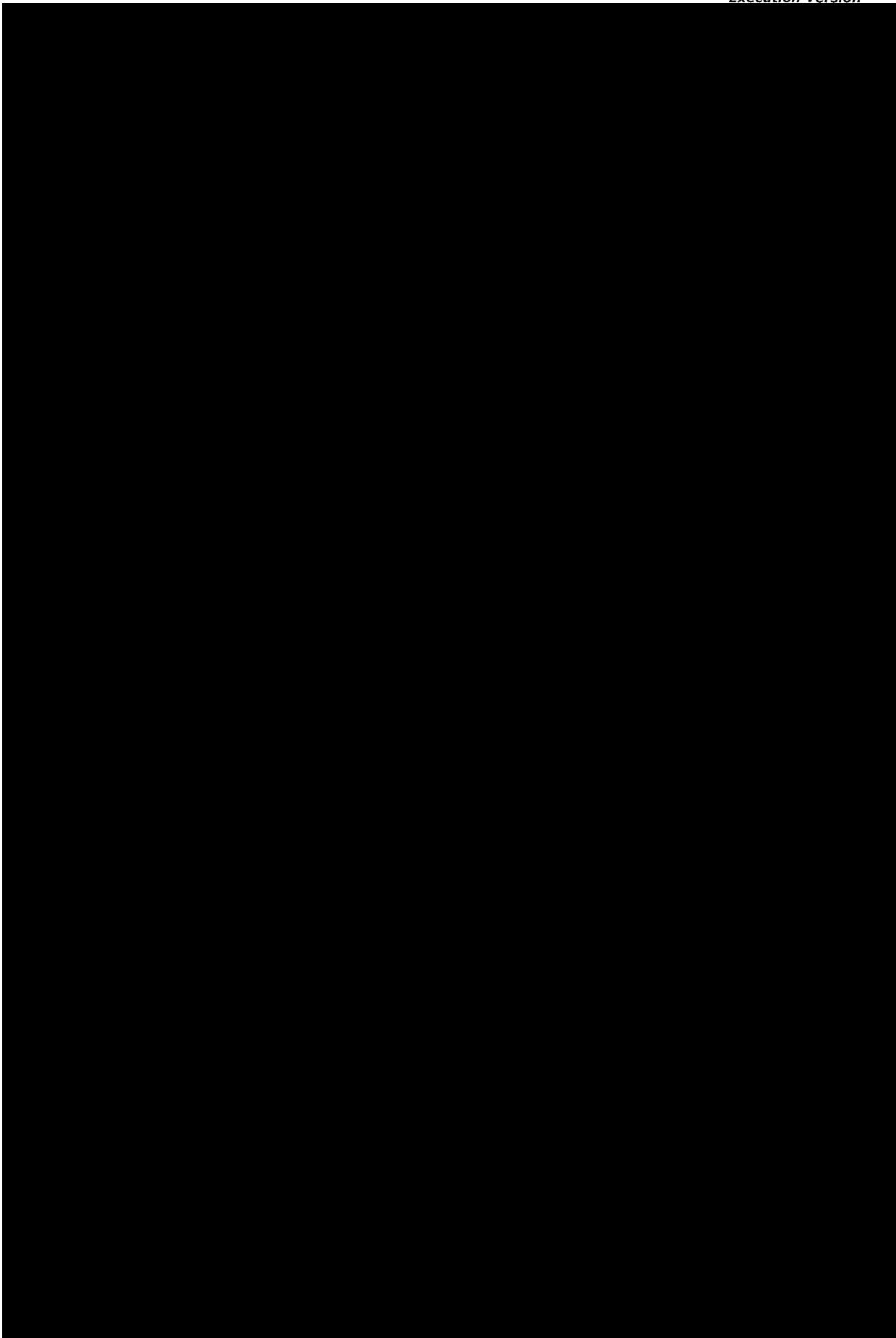


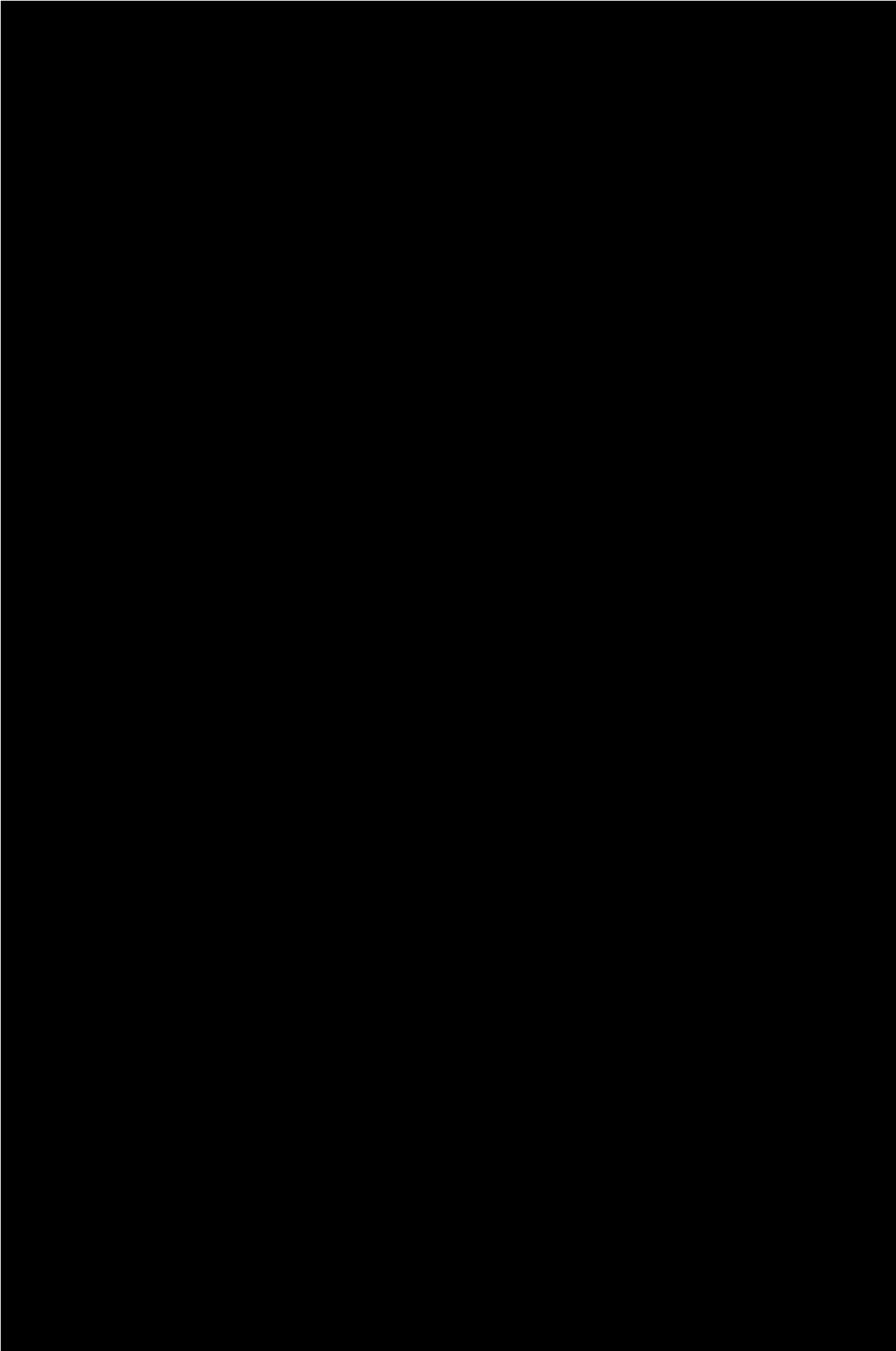




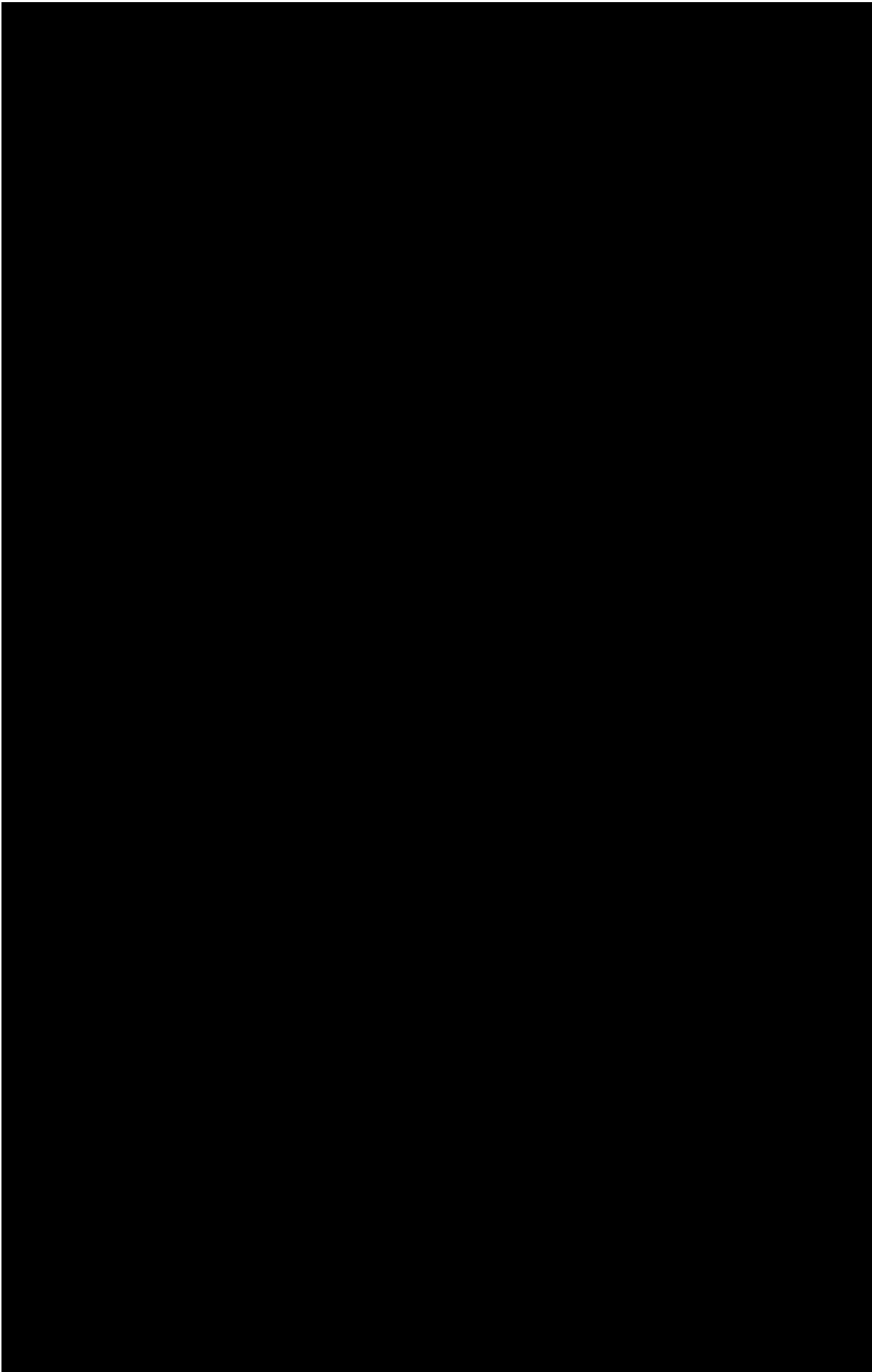




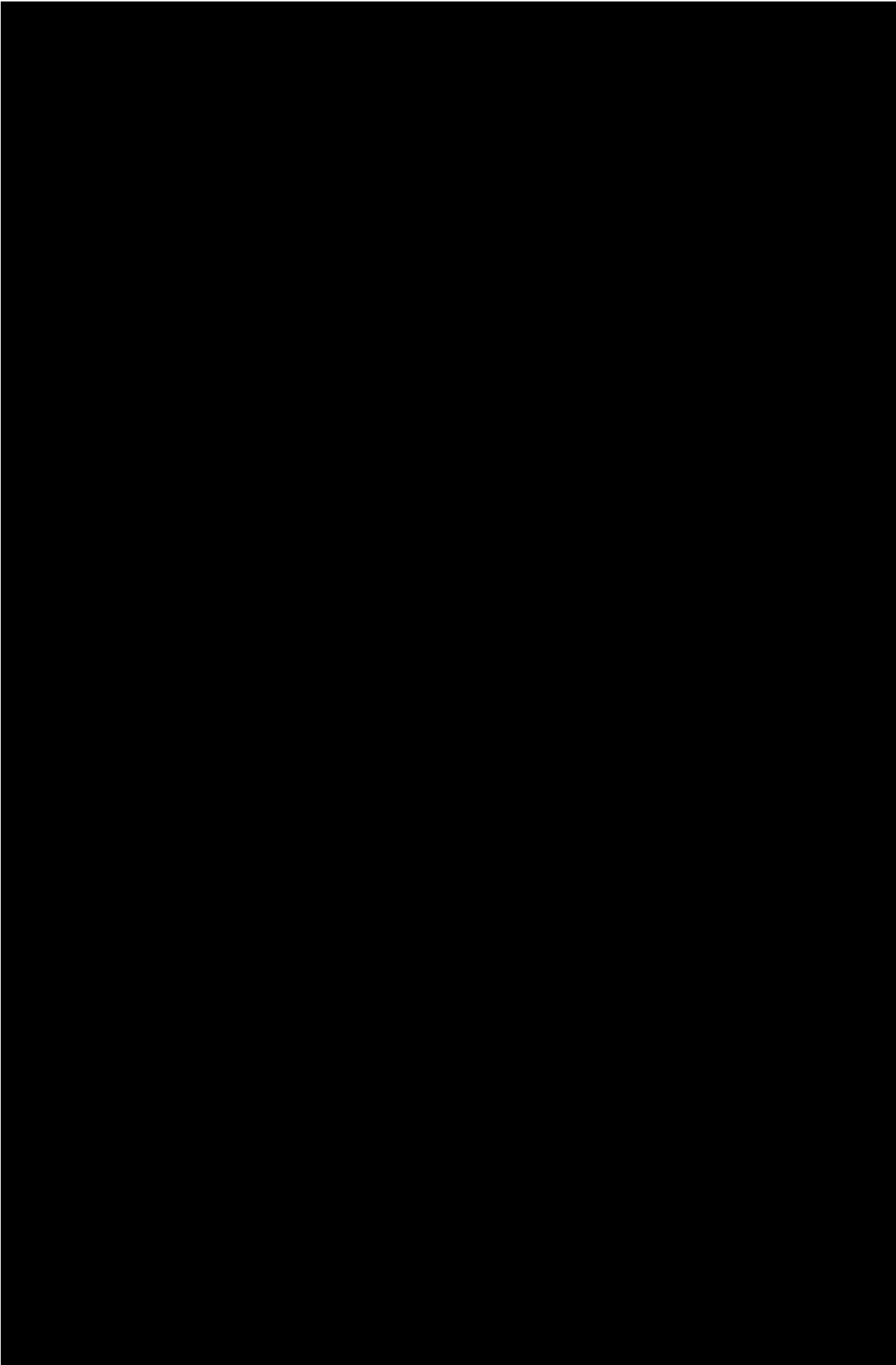


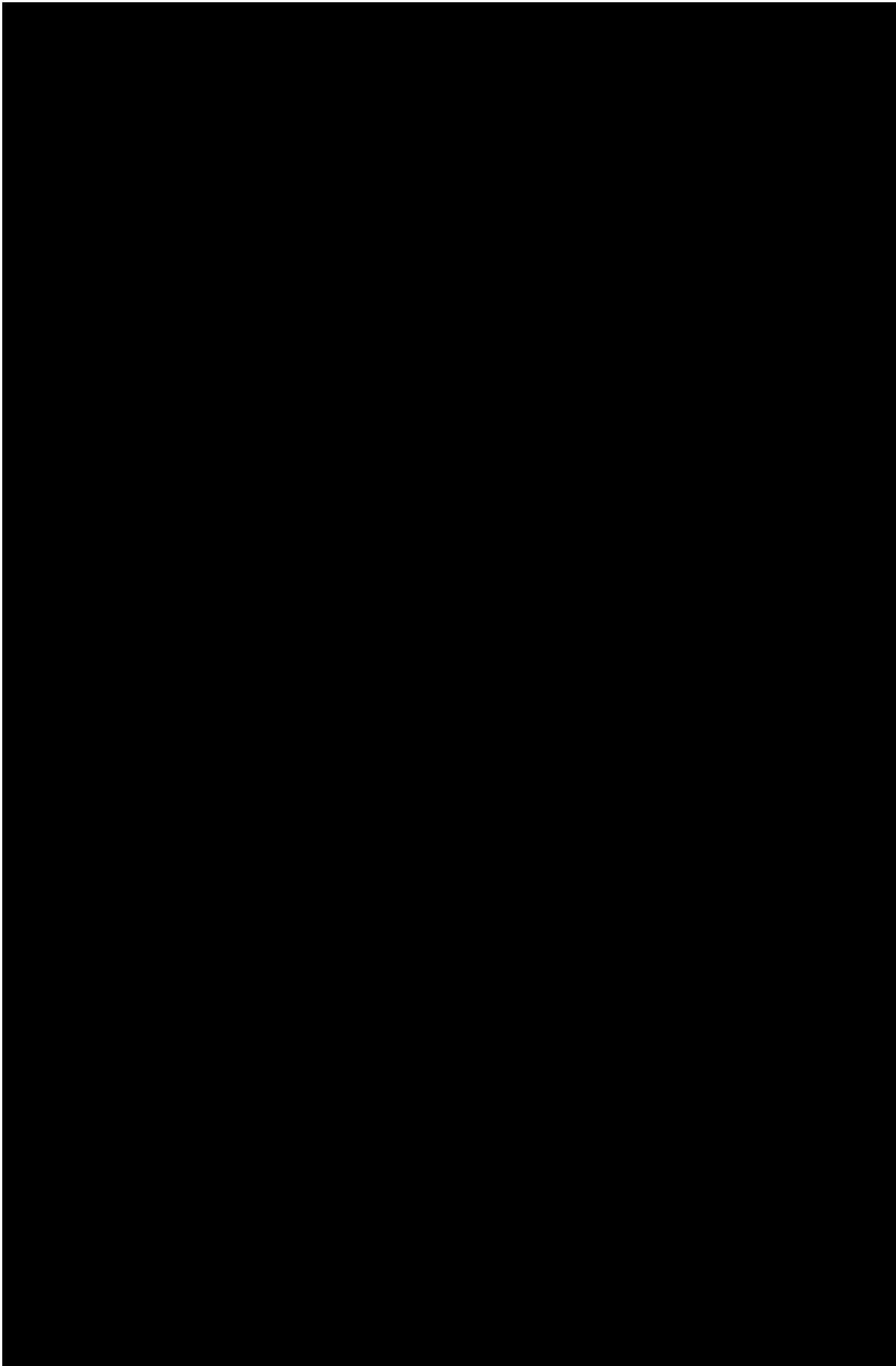


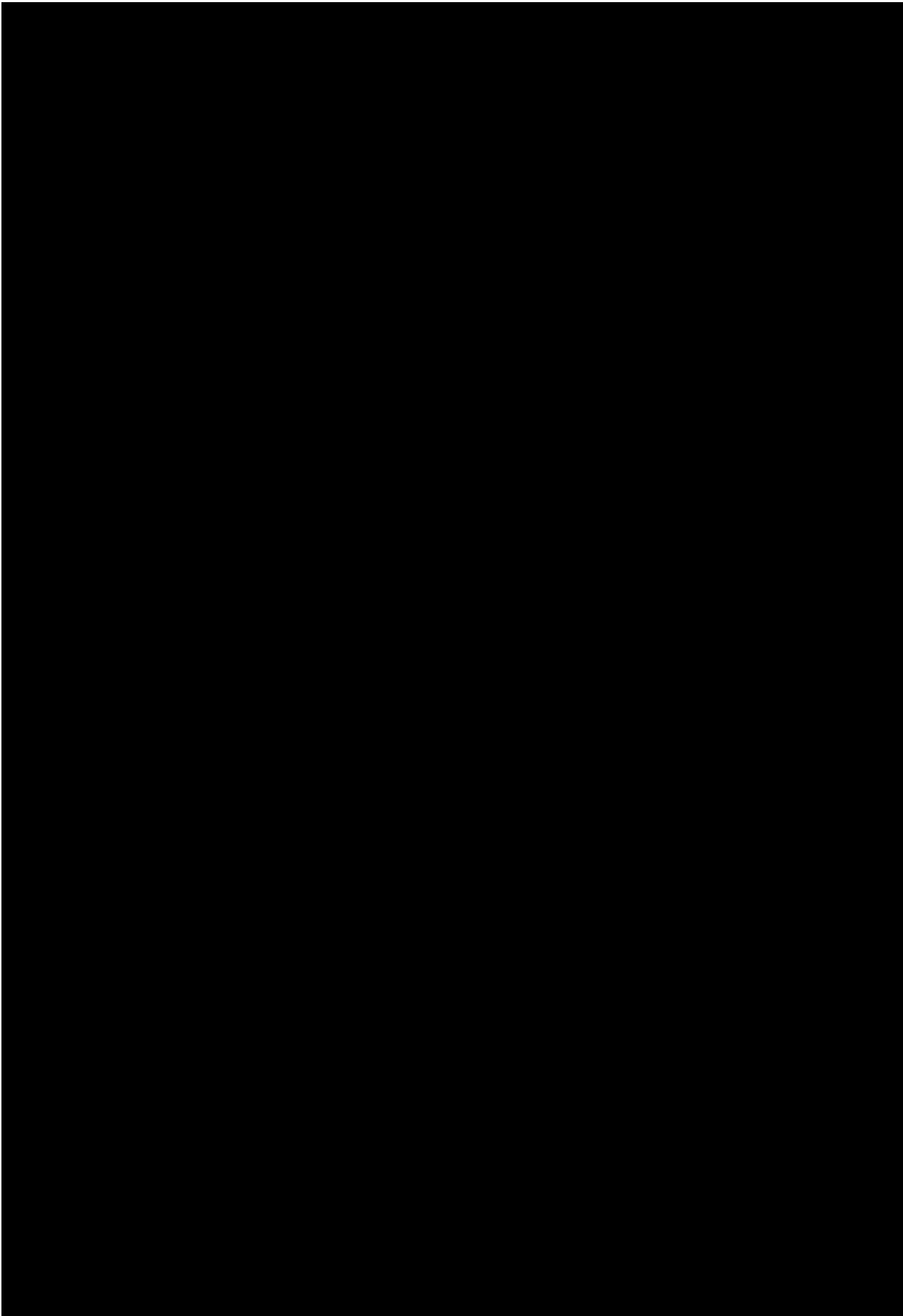
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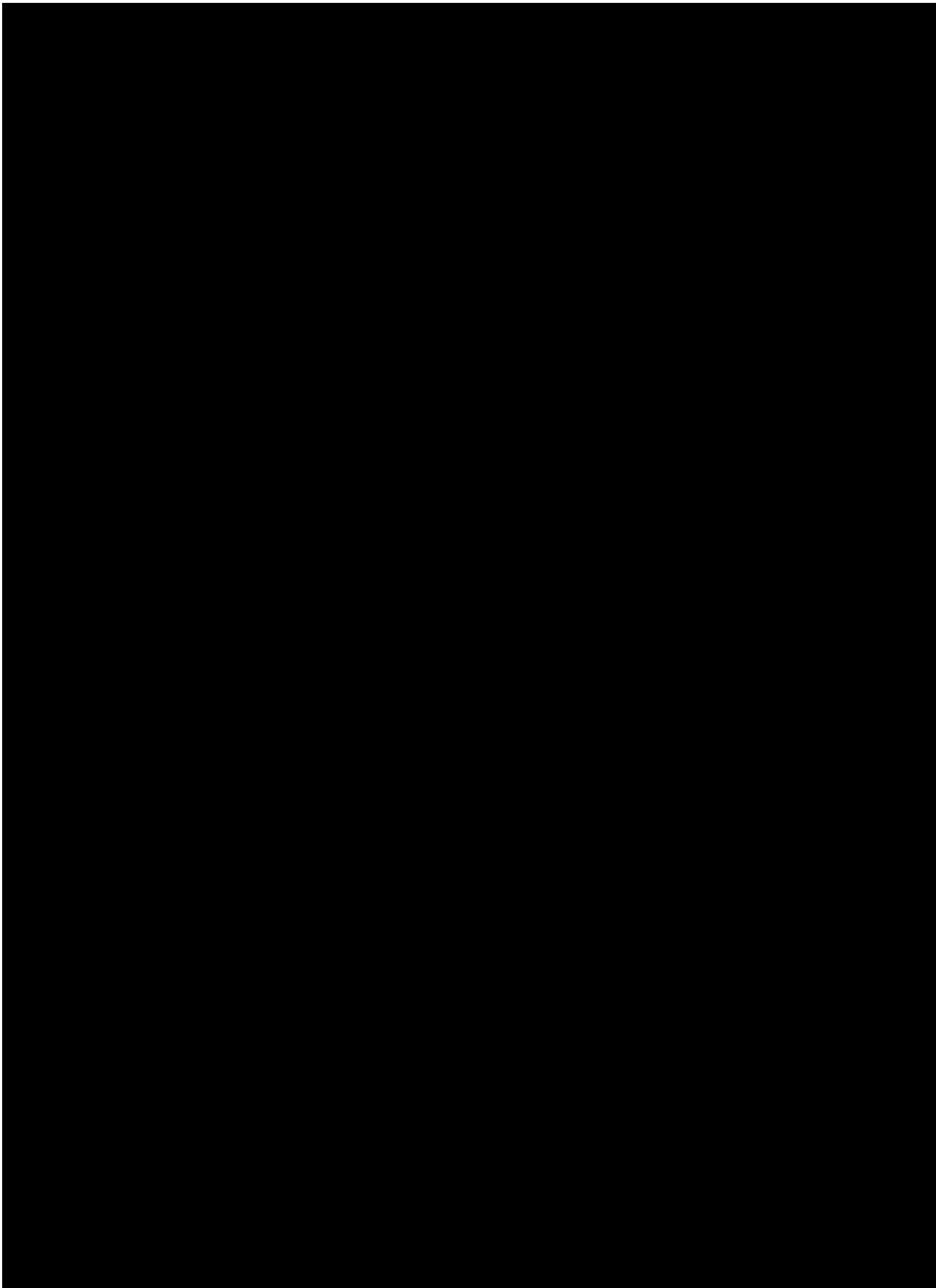


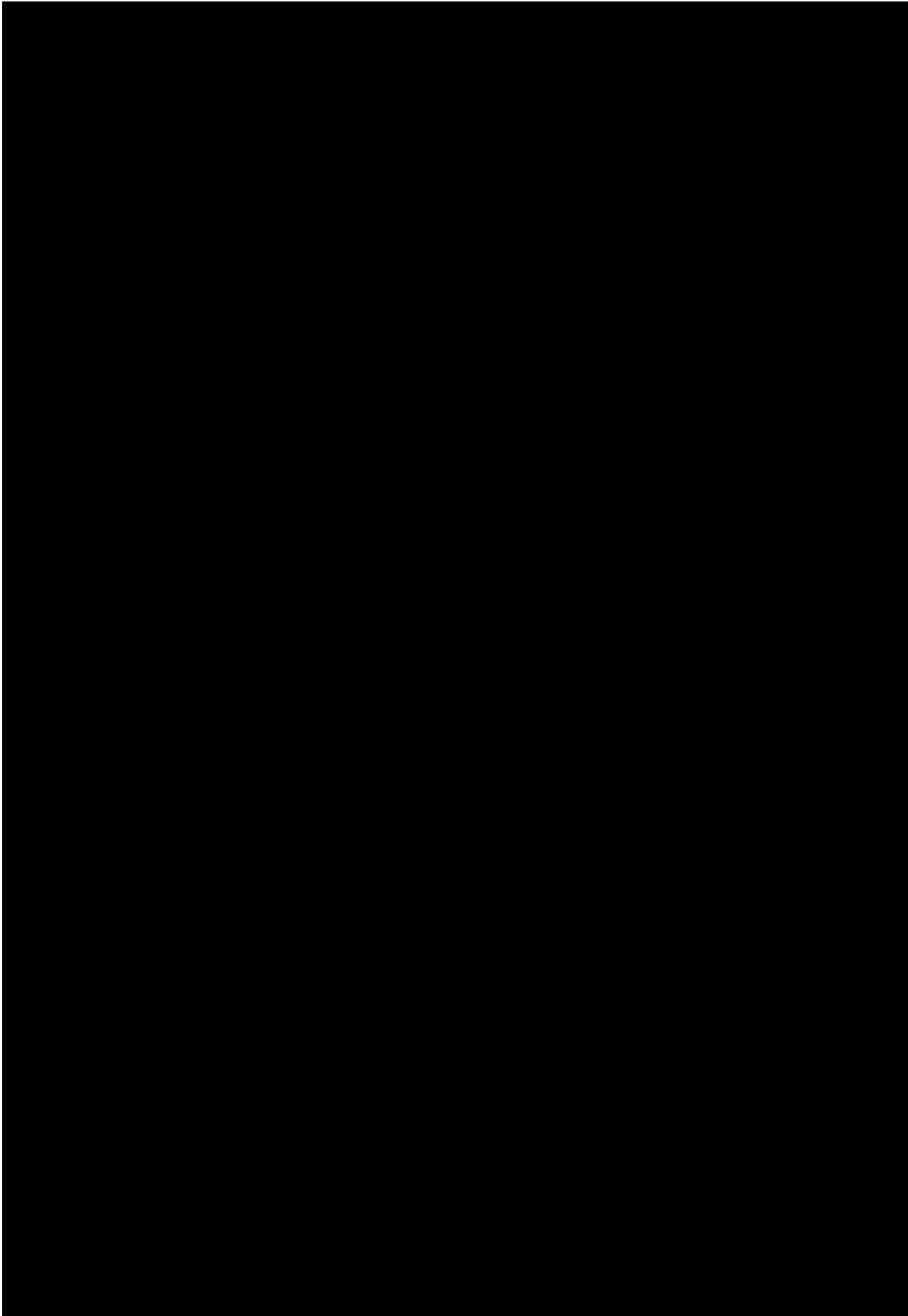
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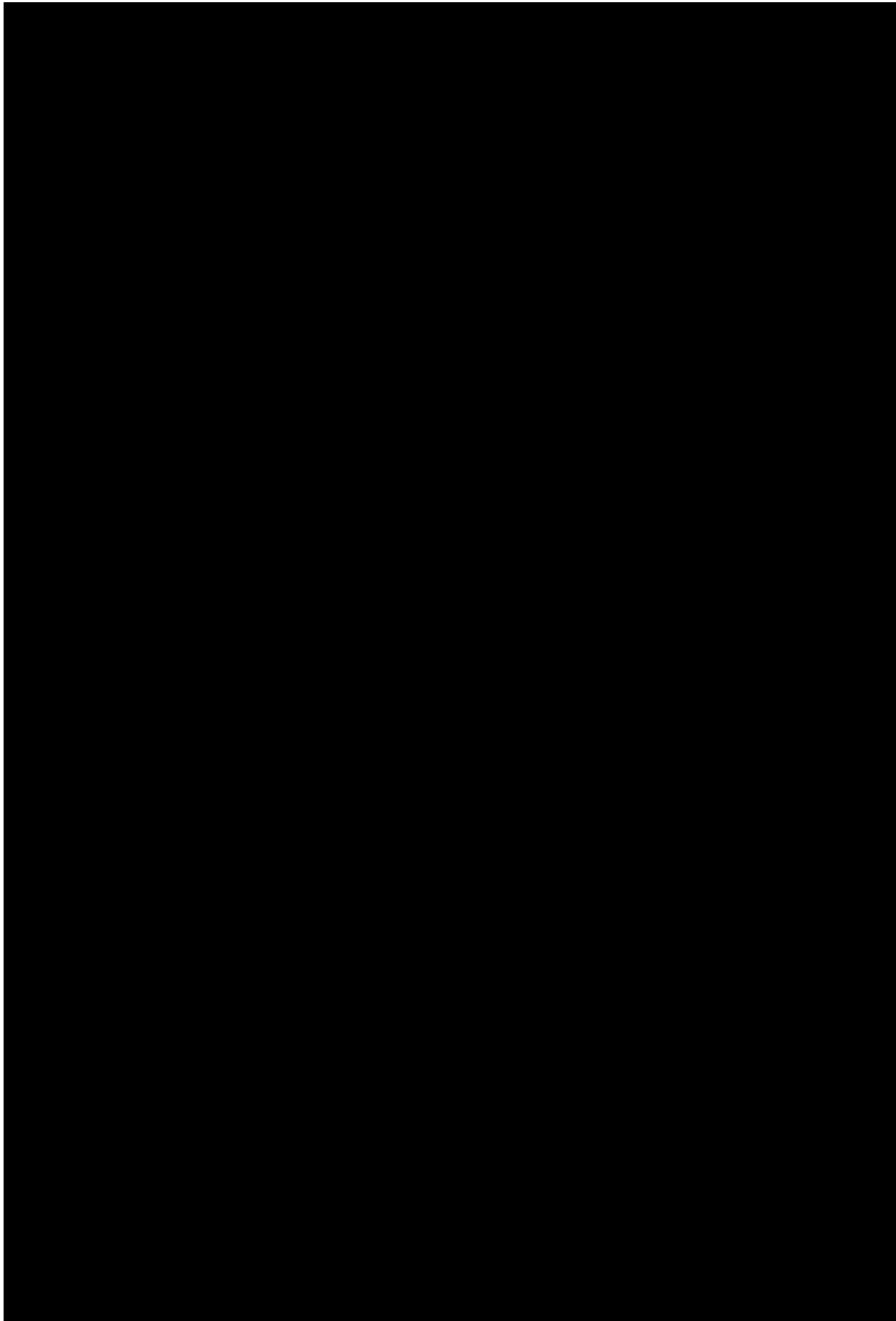


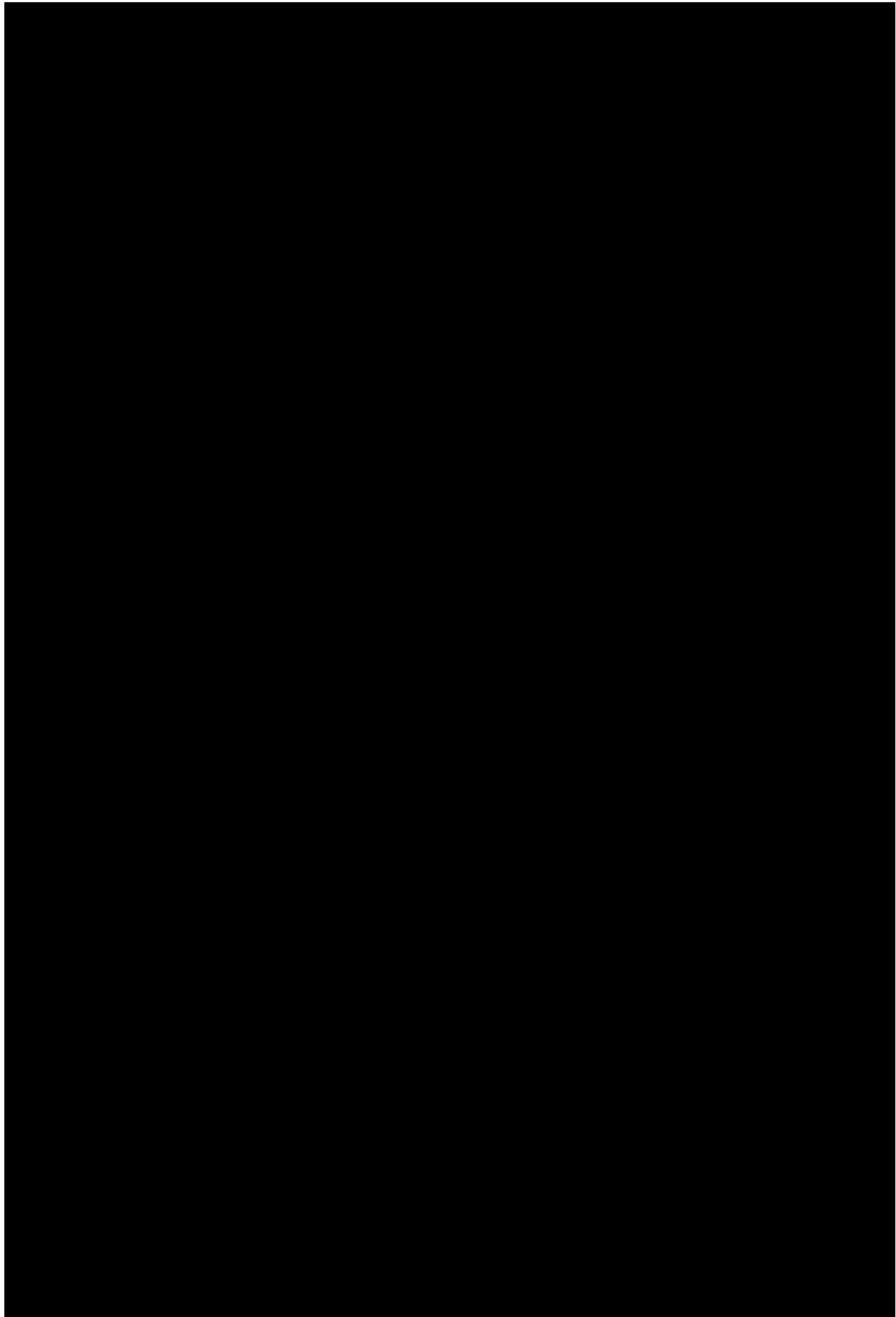


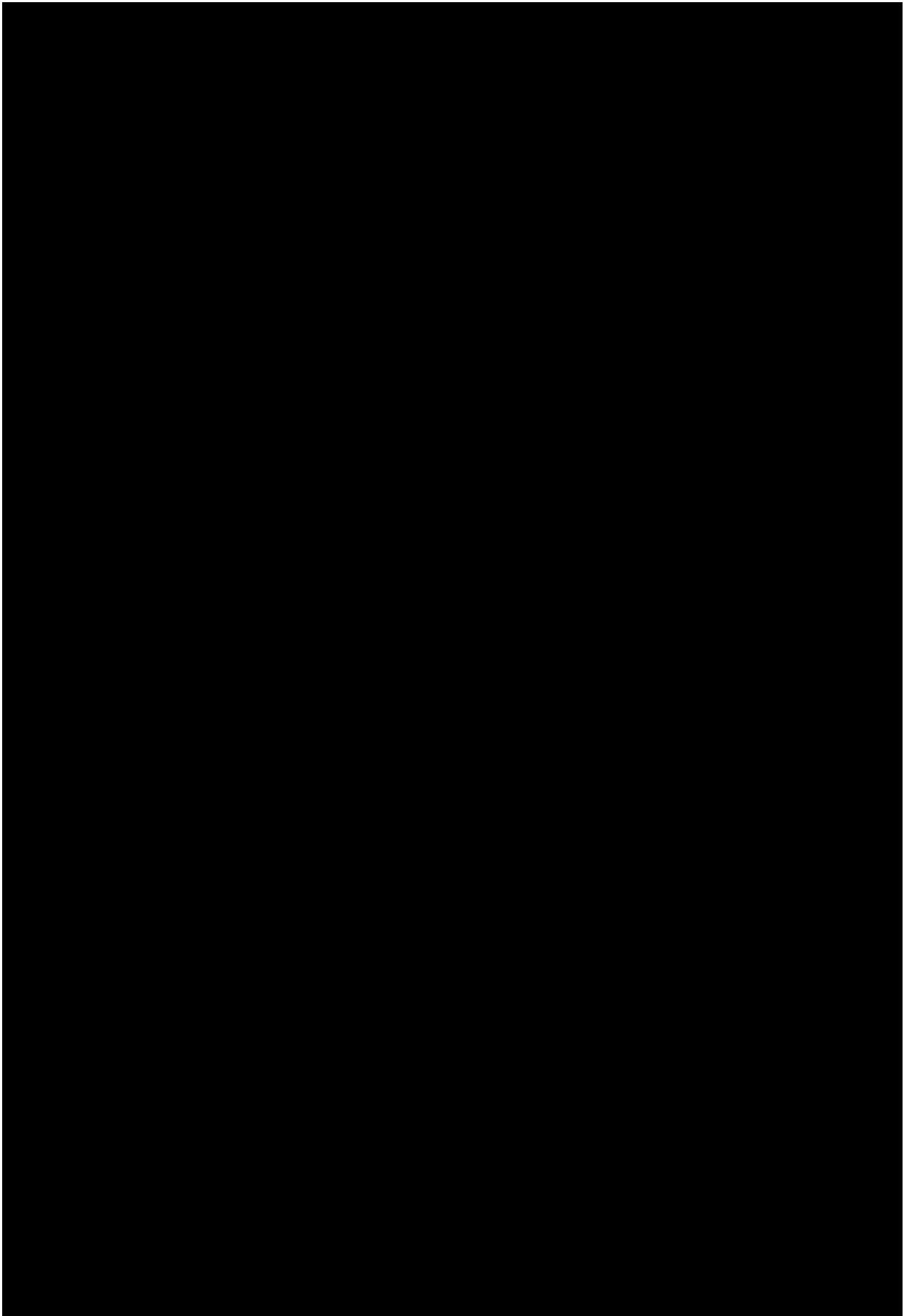


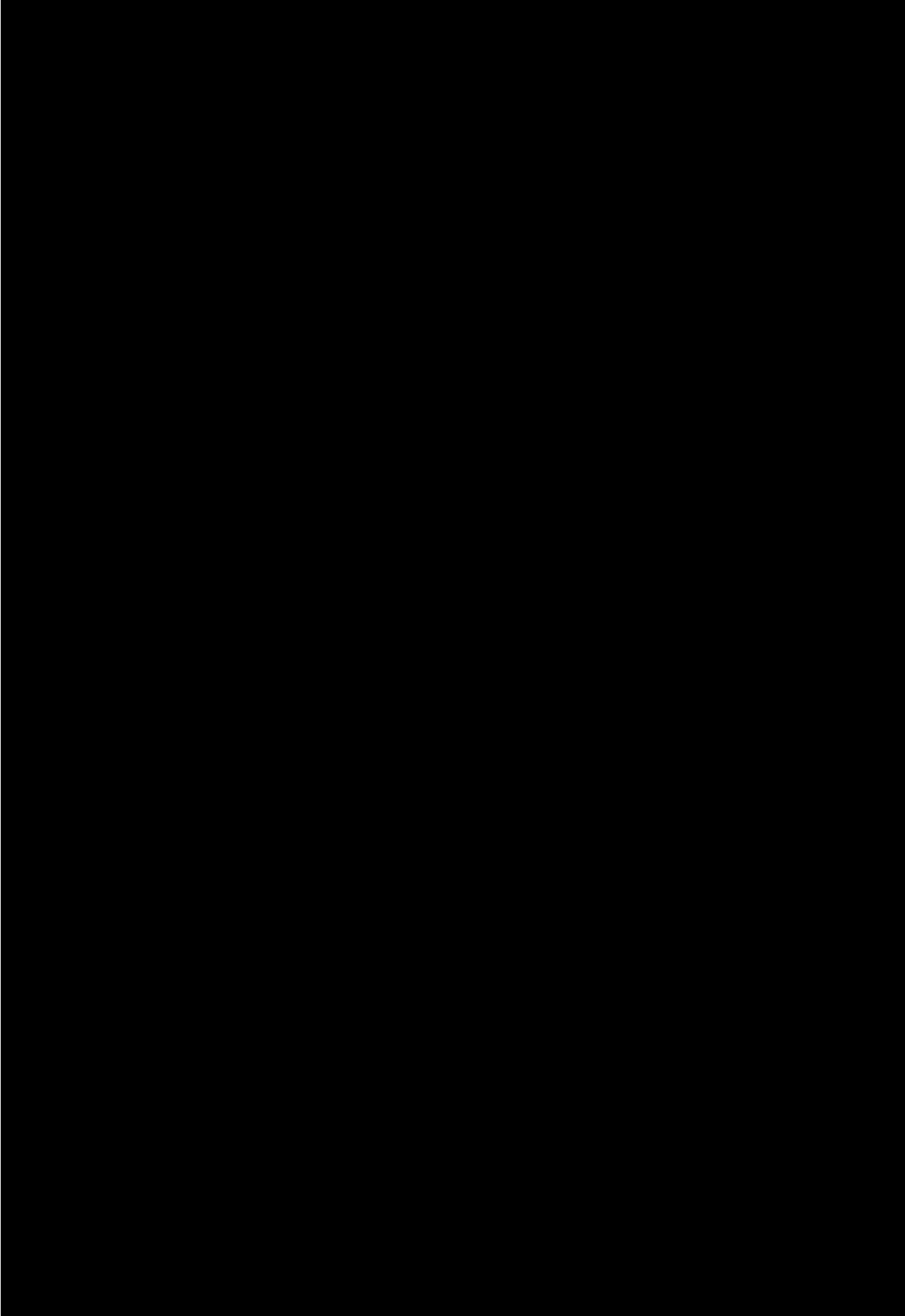


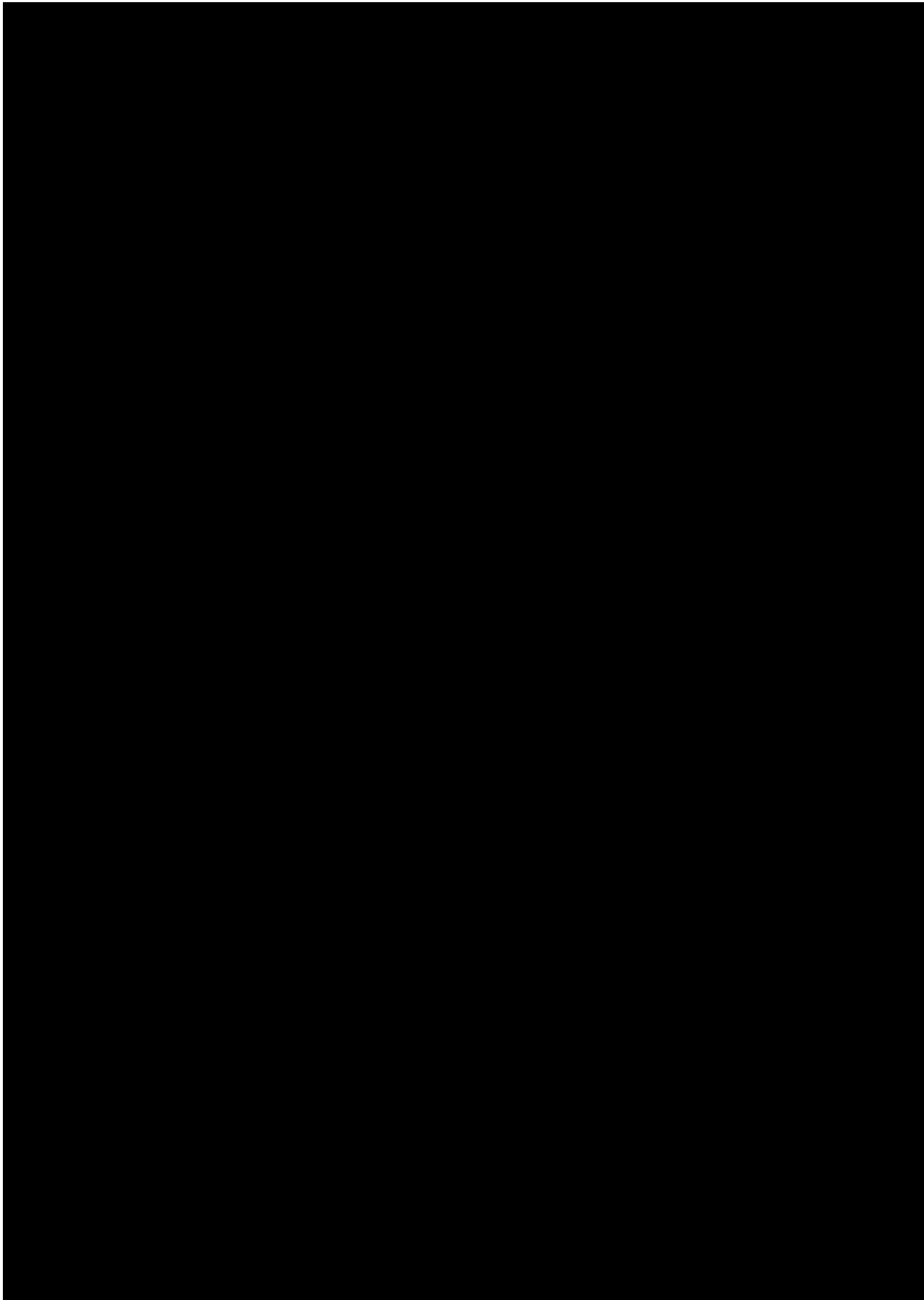


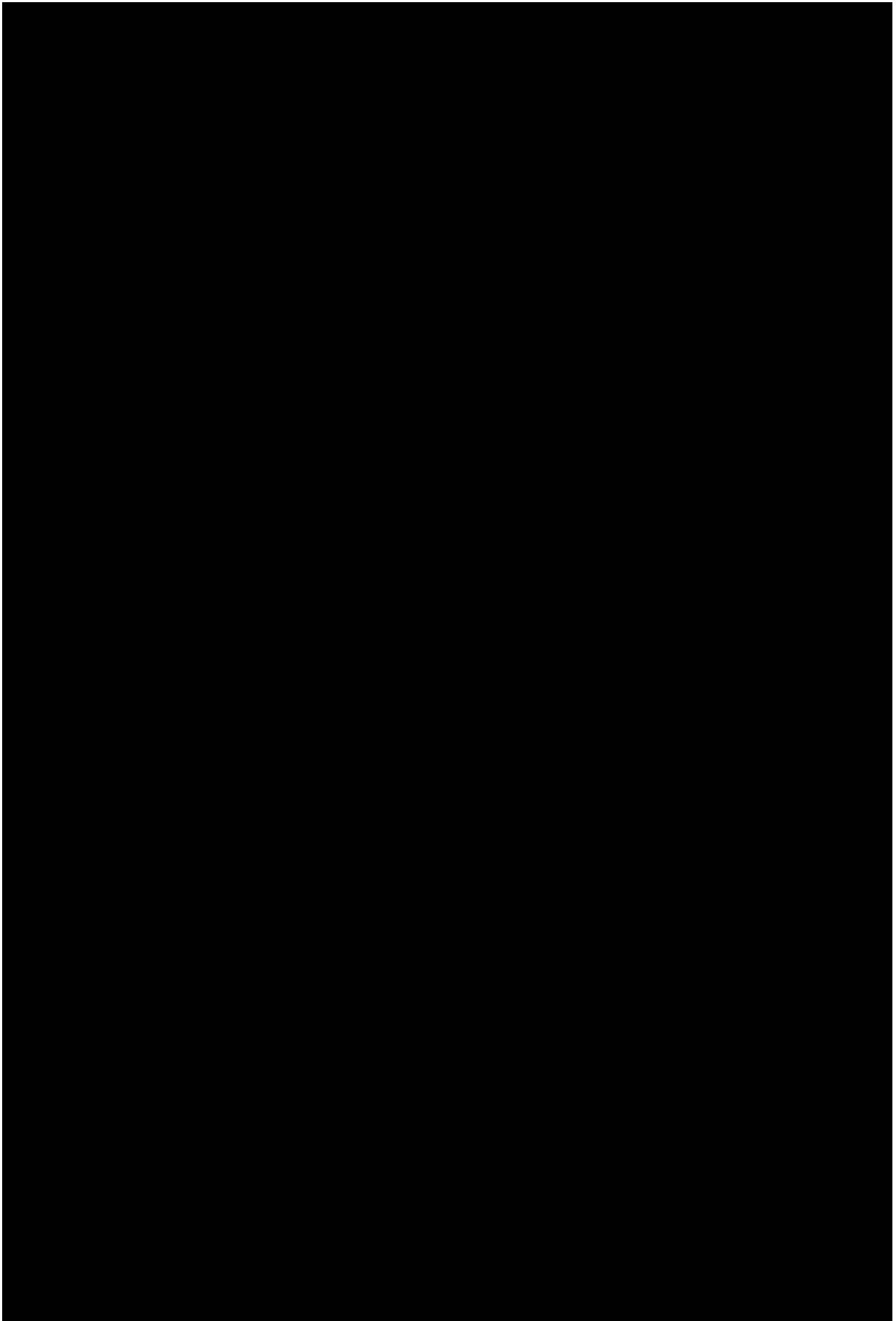


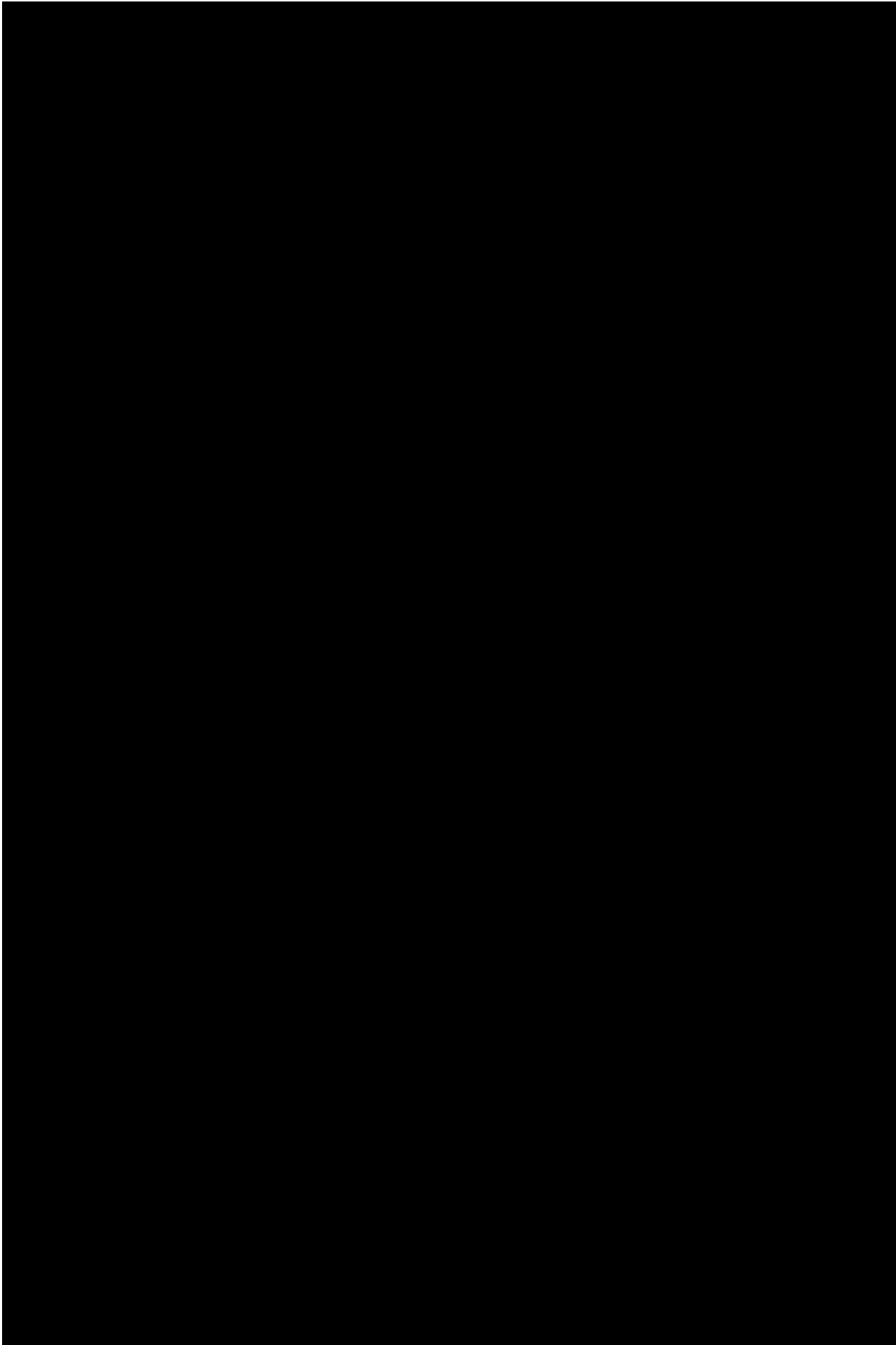


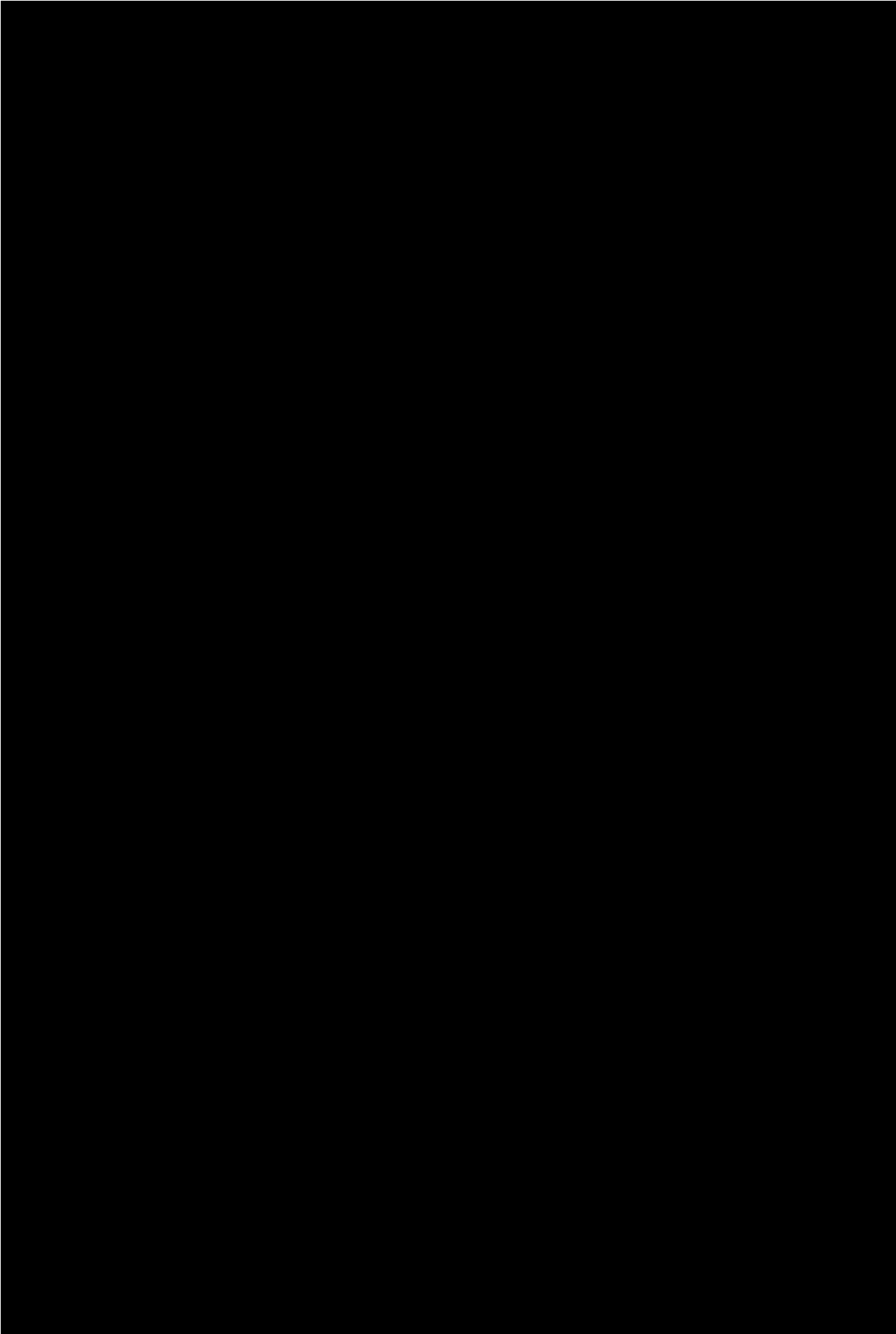




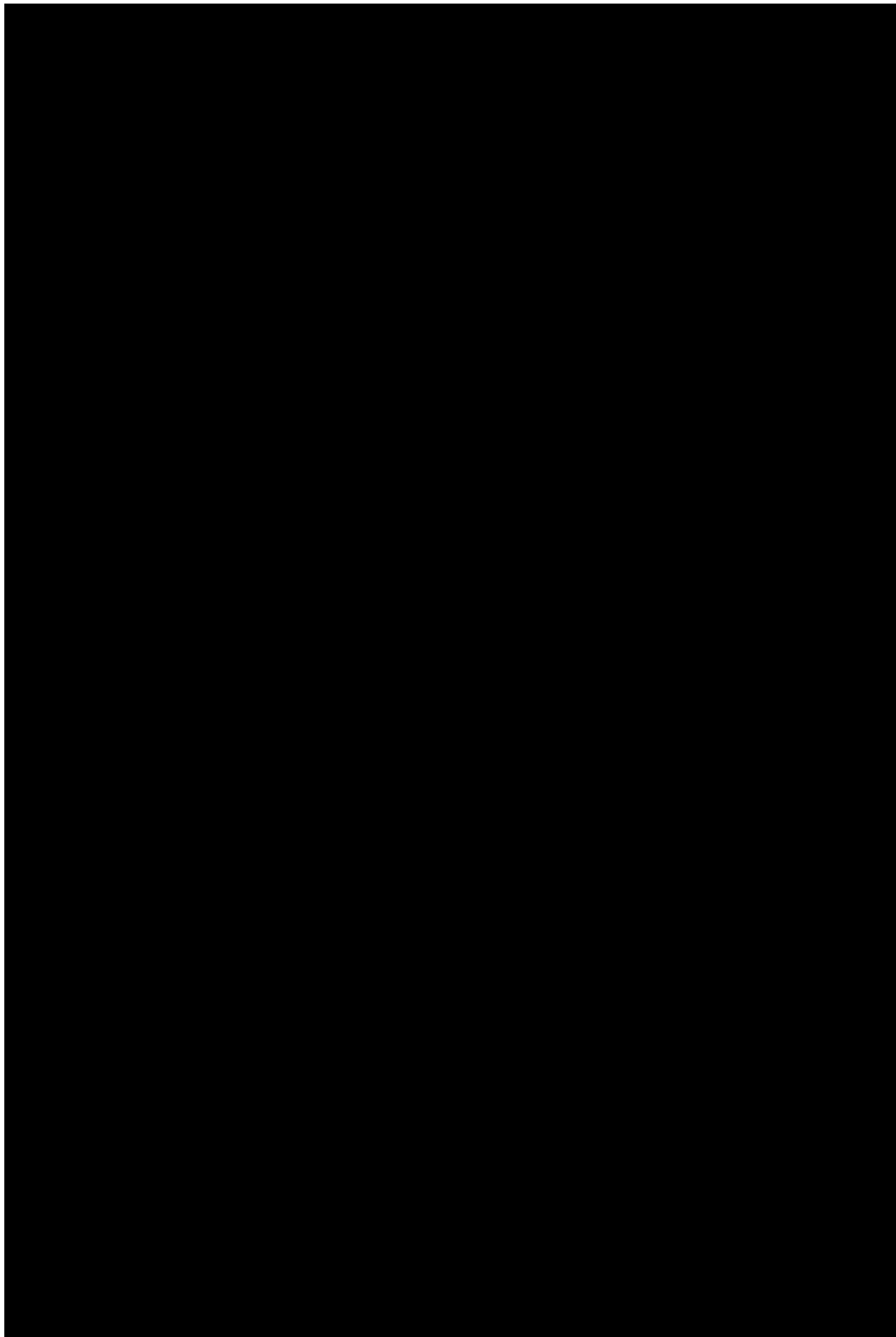


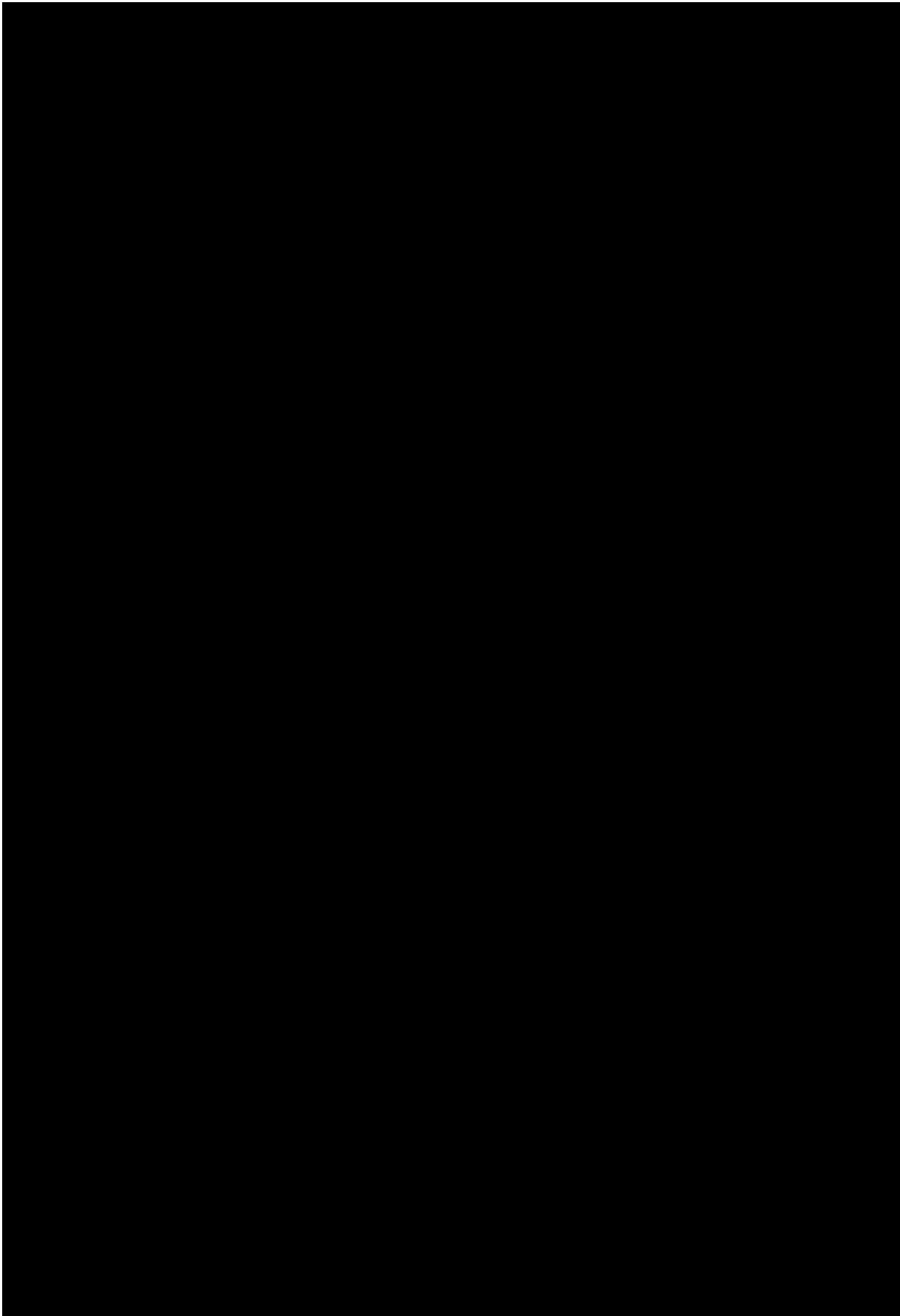


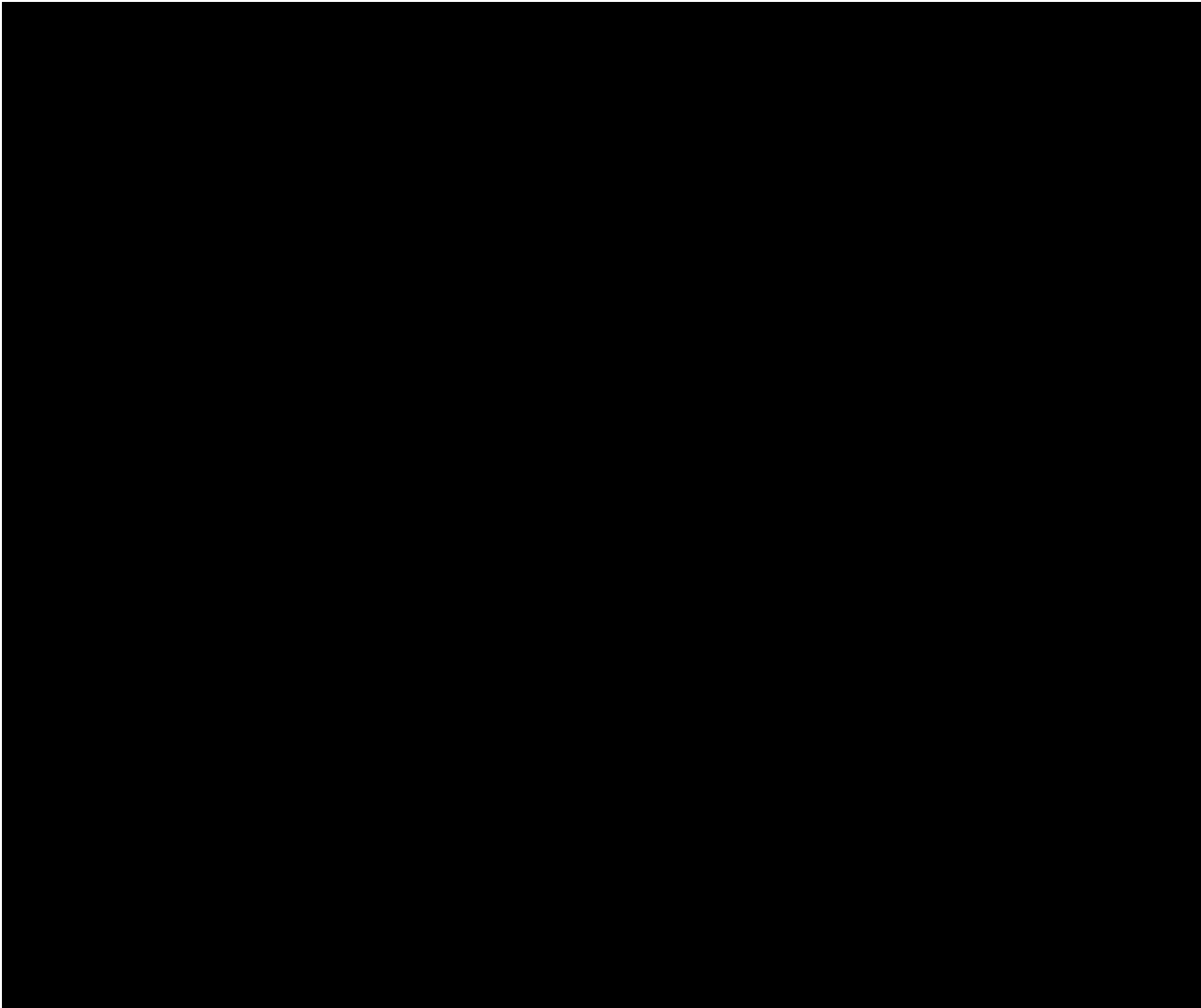




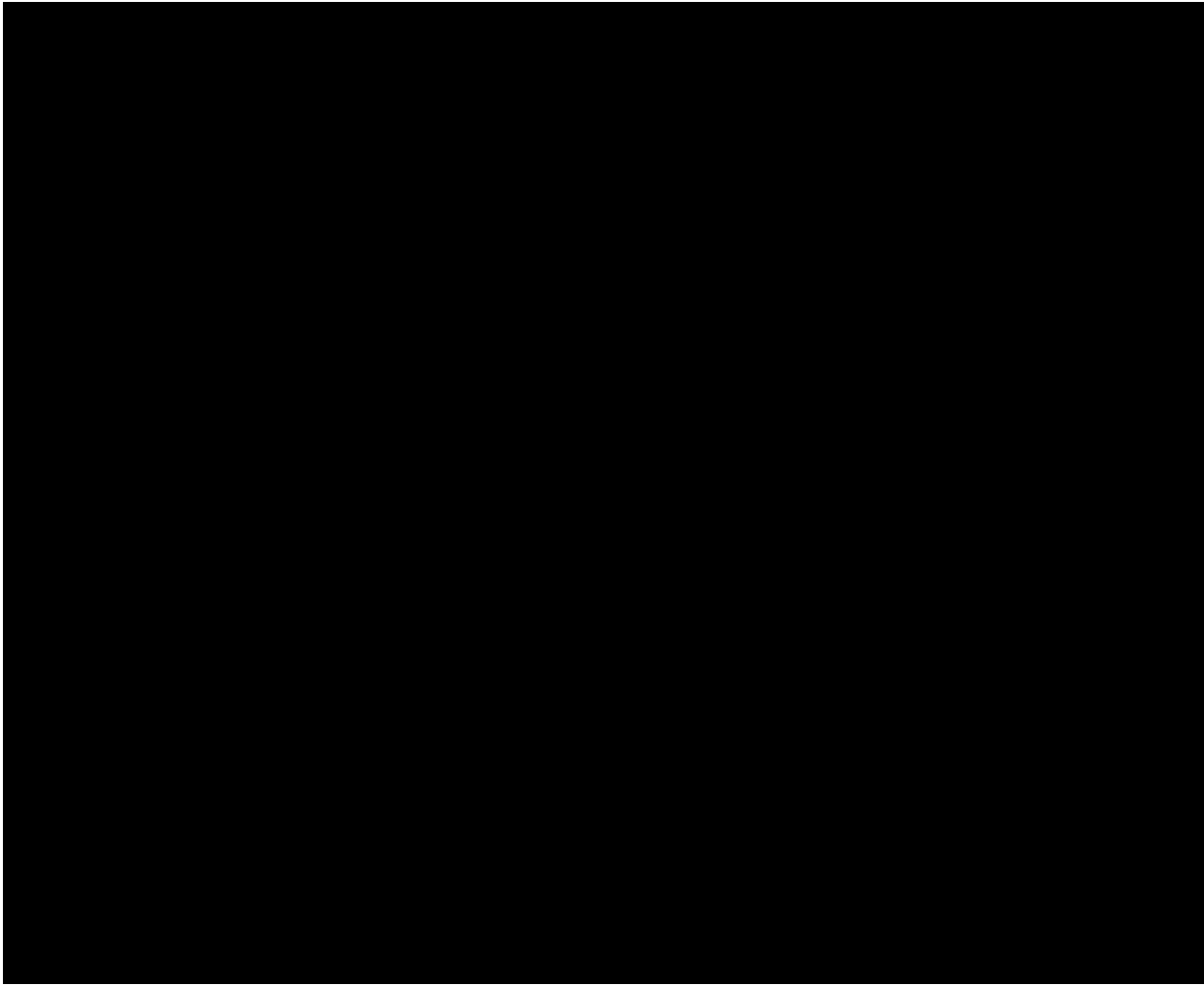
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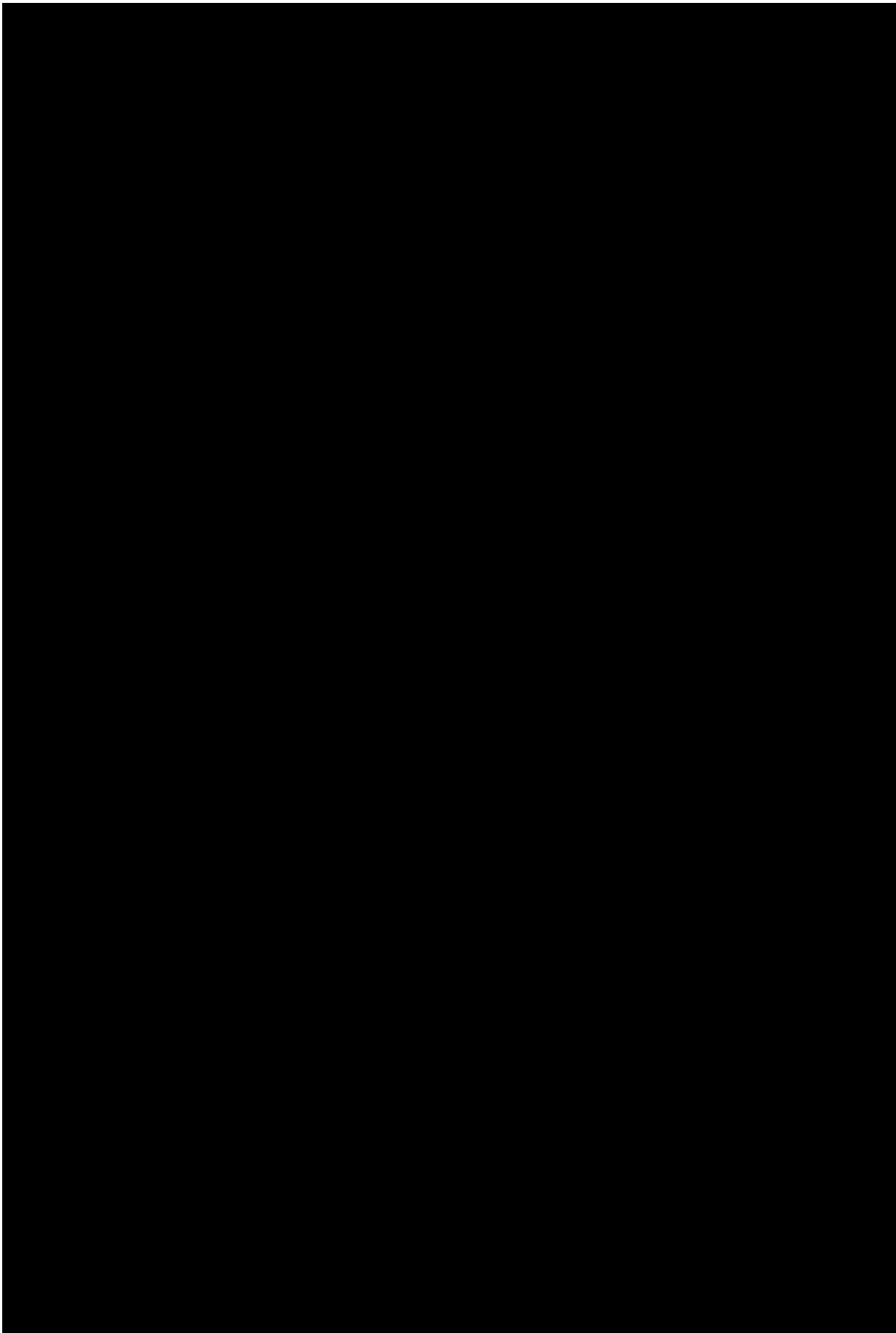


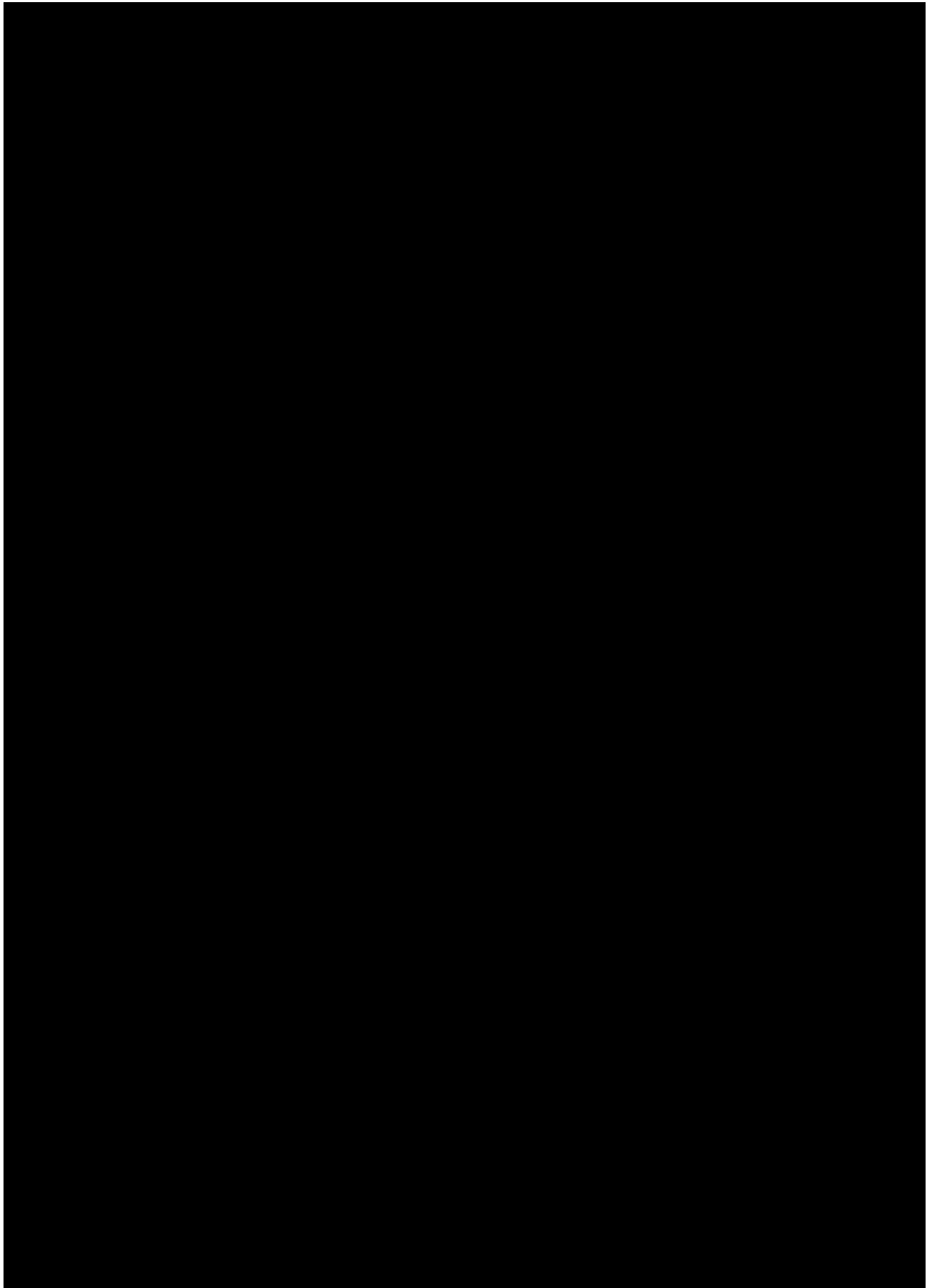


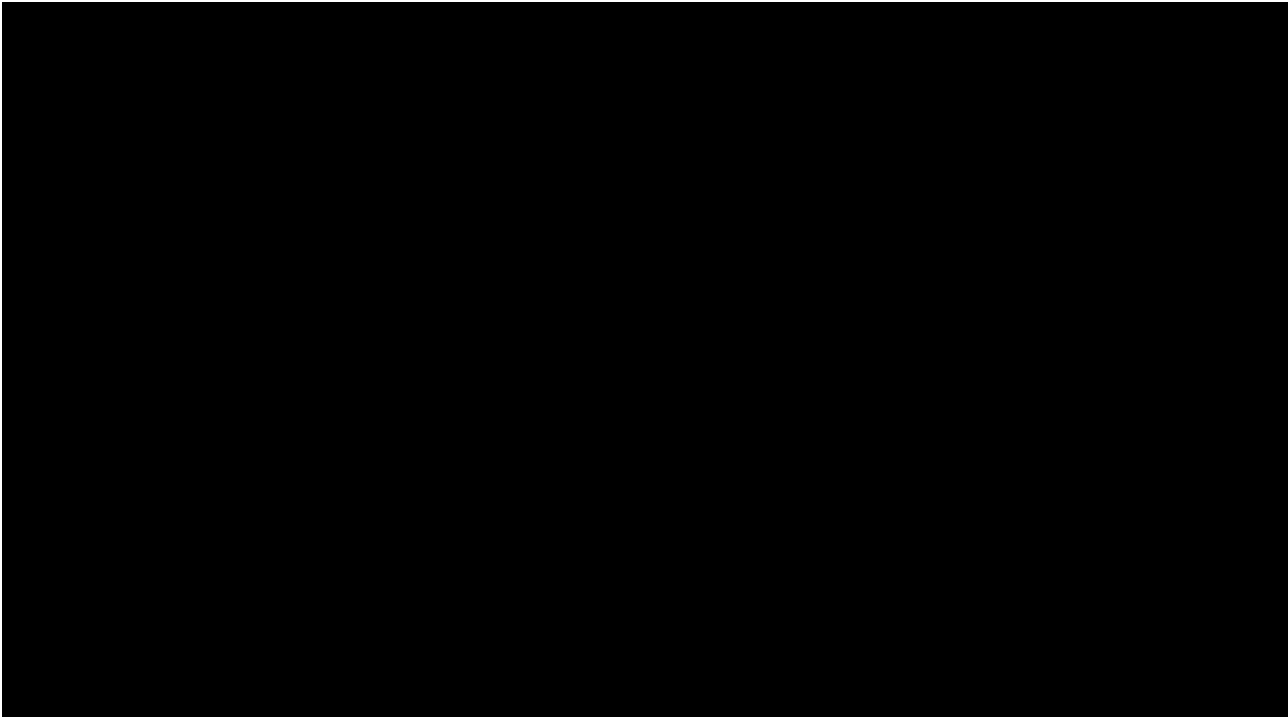
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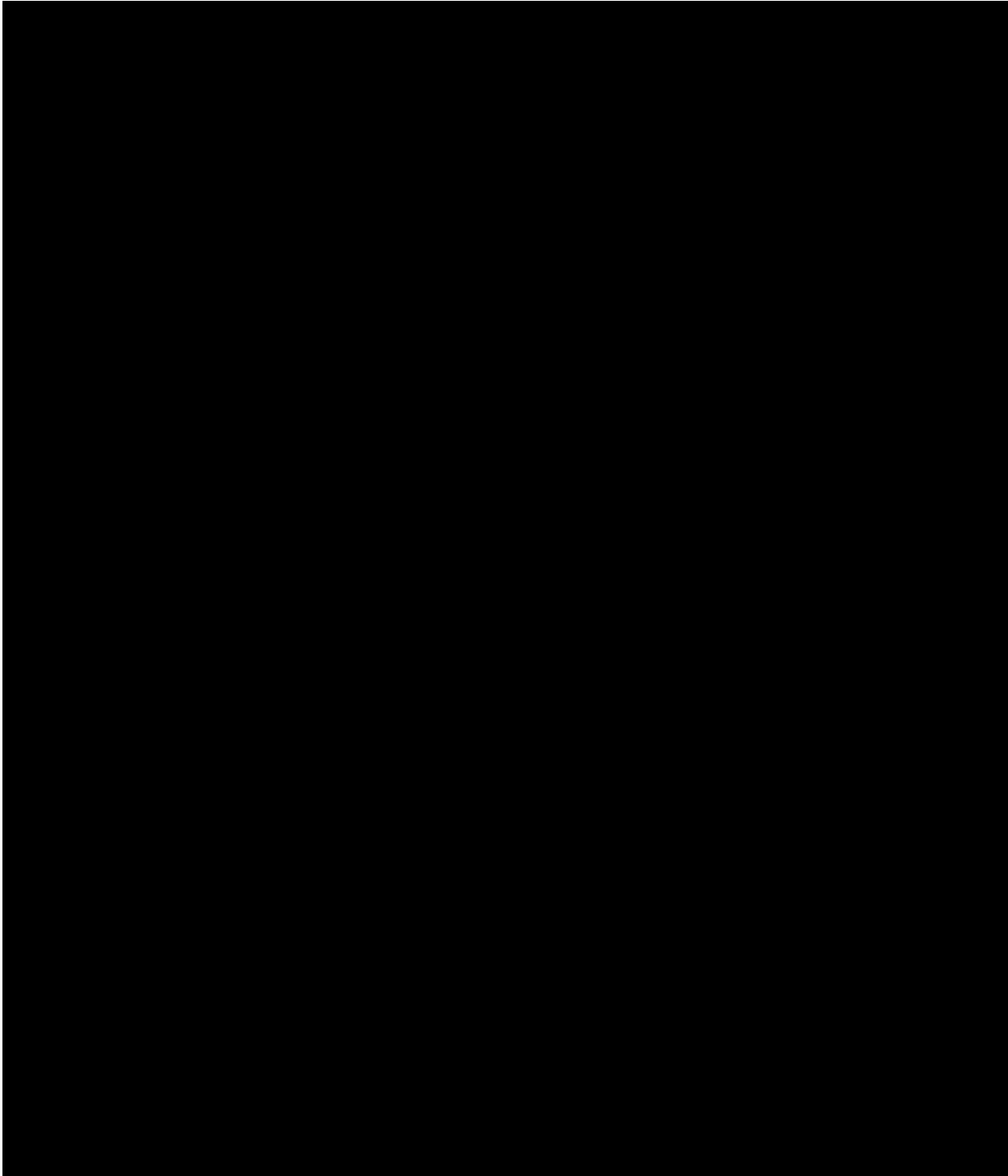
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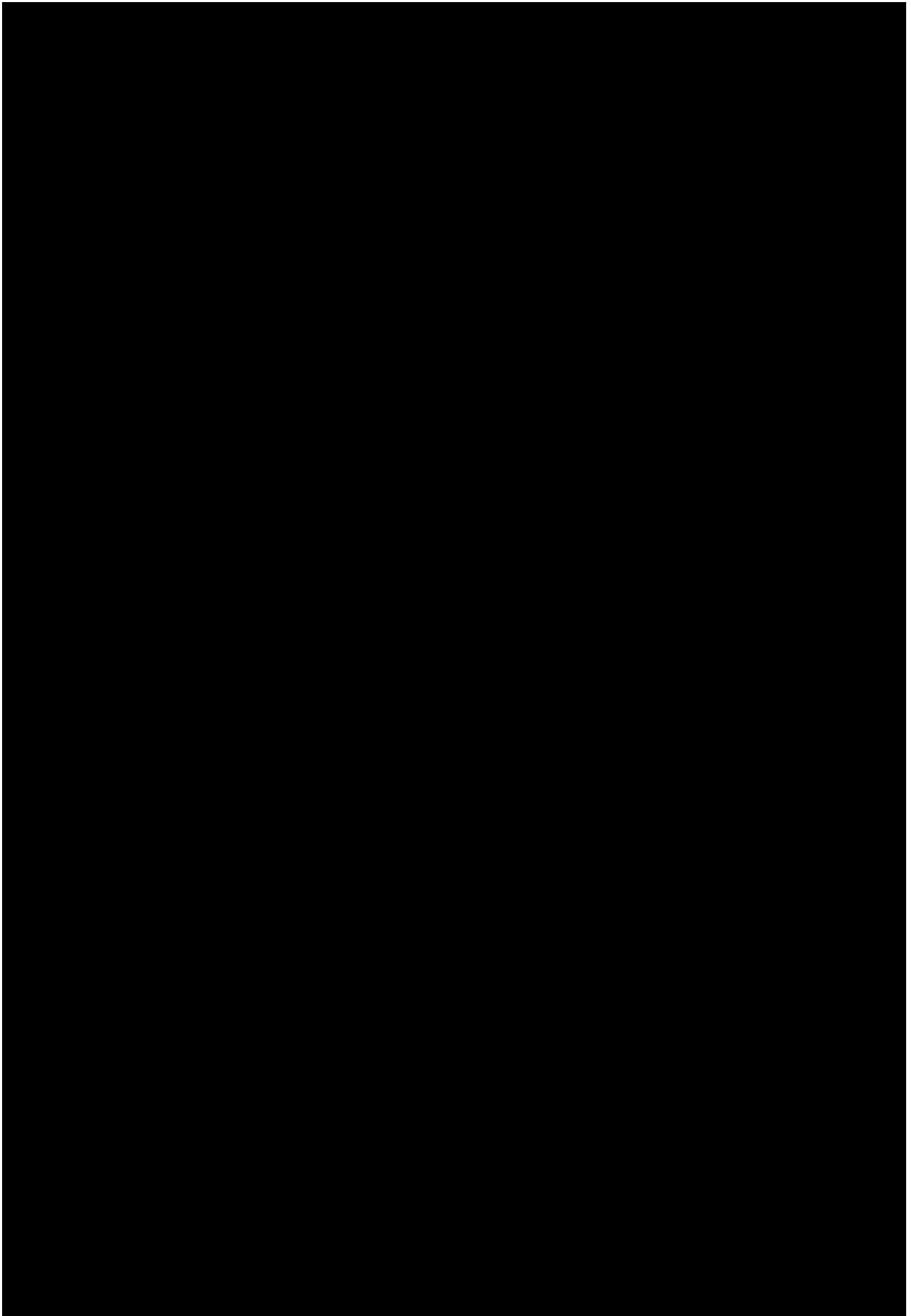


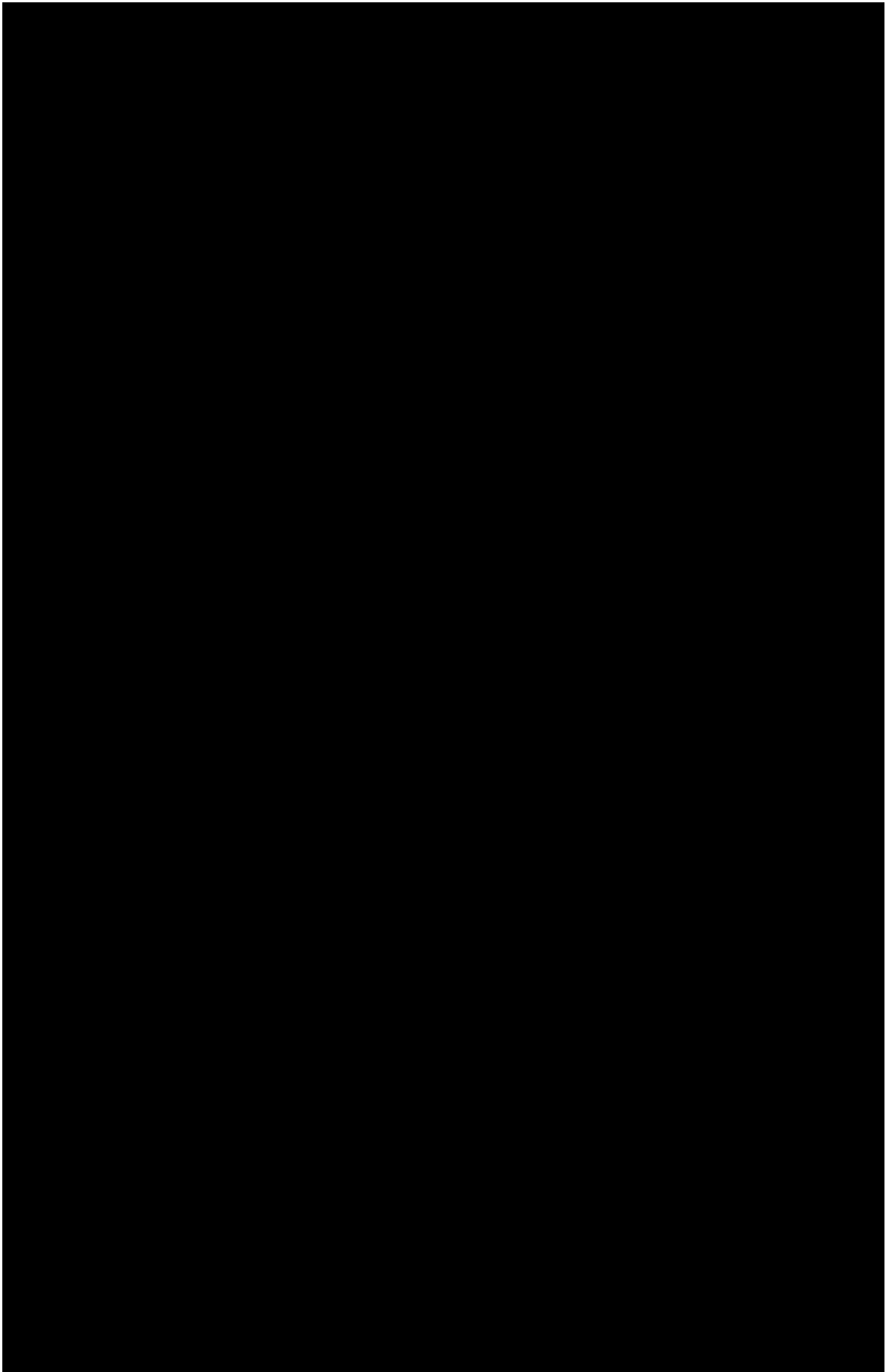
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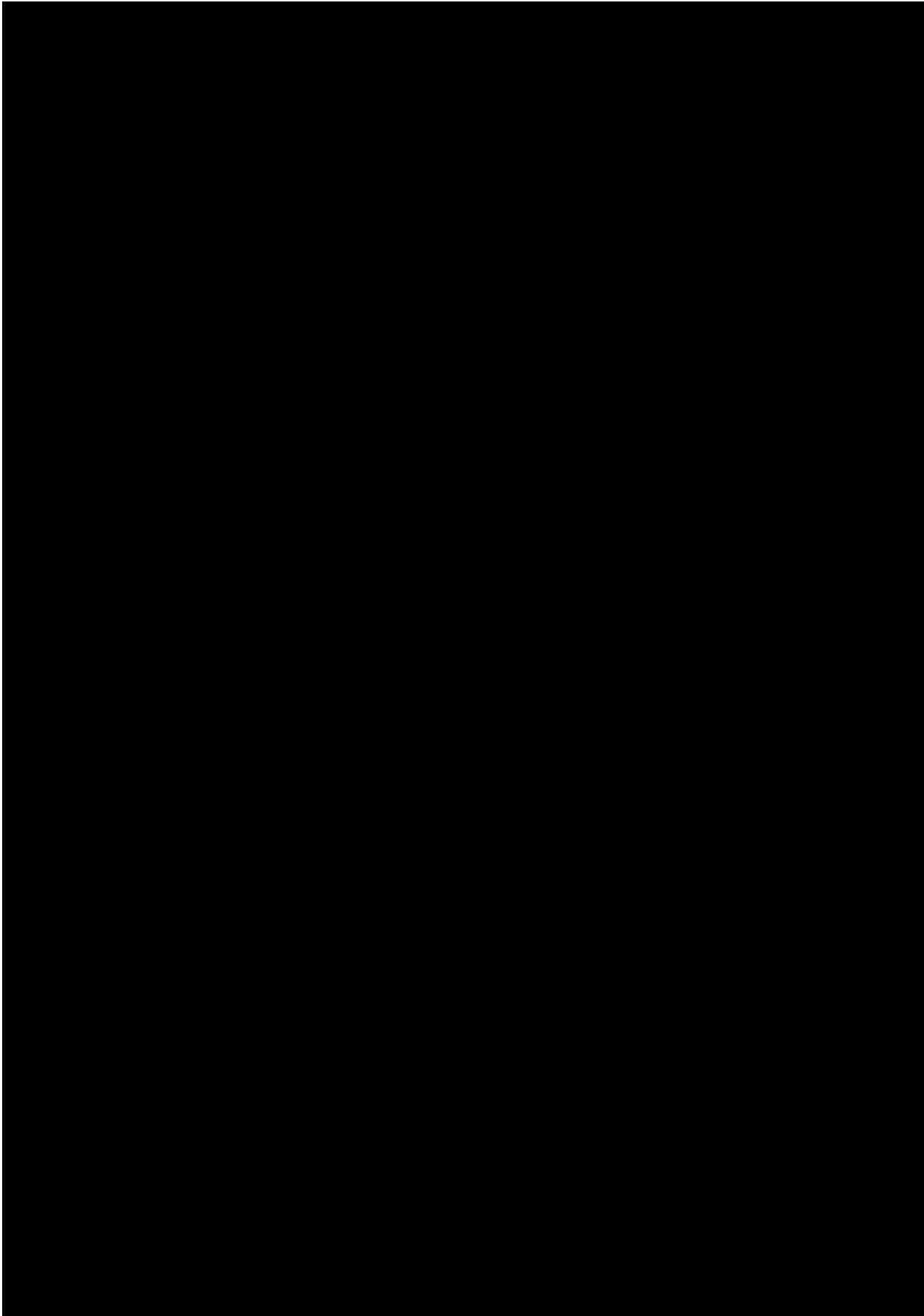
SCHEDULE A25. – LW CONTRACTOR COOPERATION AND INTEGRATION DEED

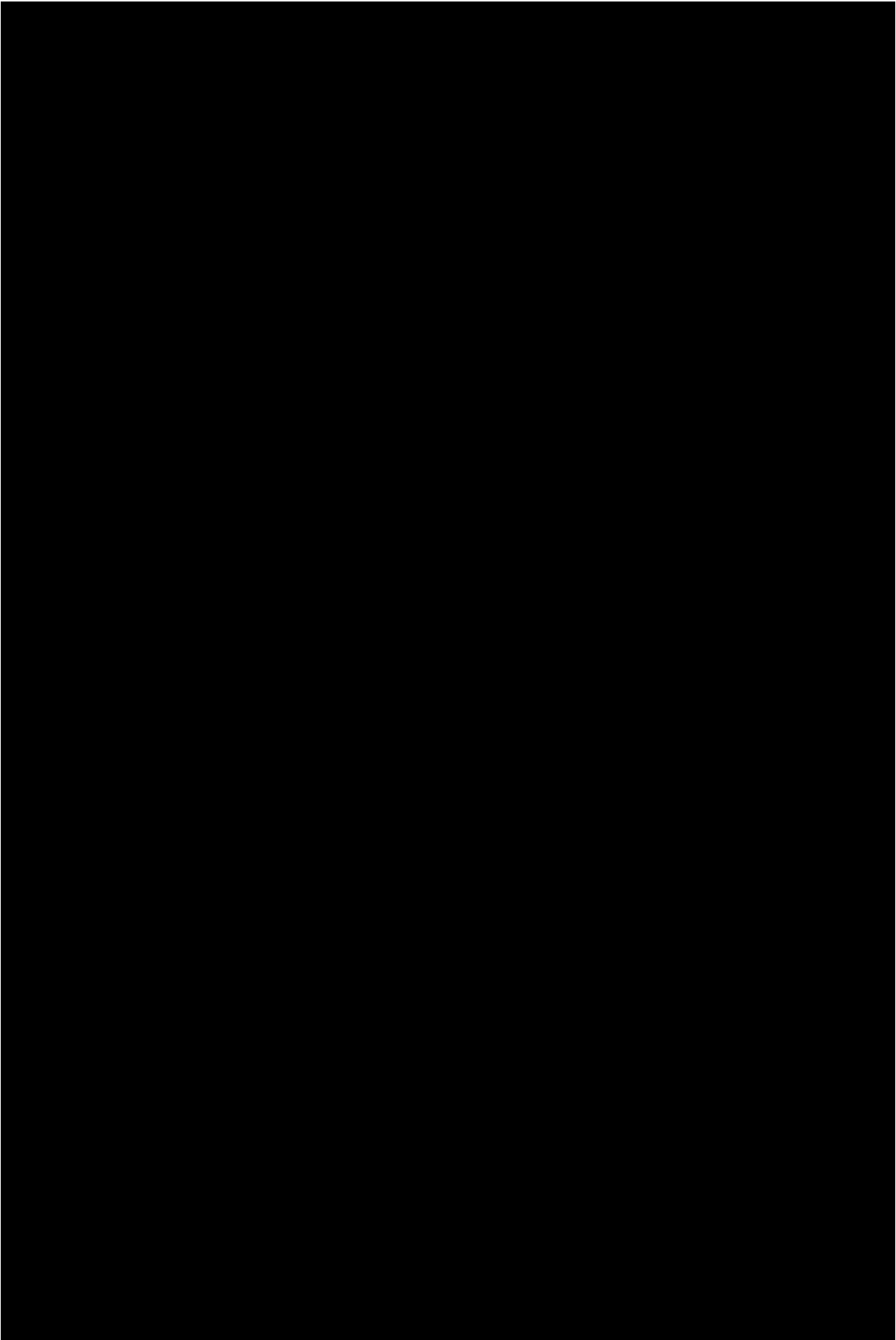


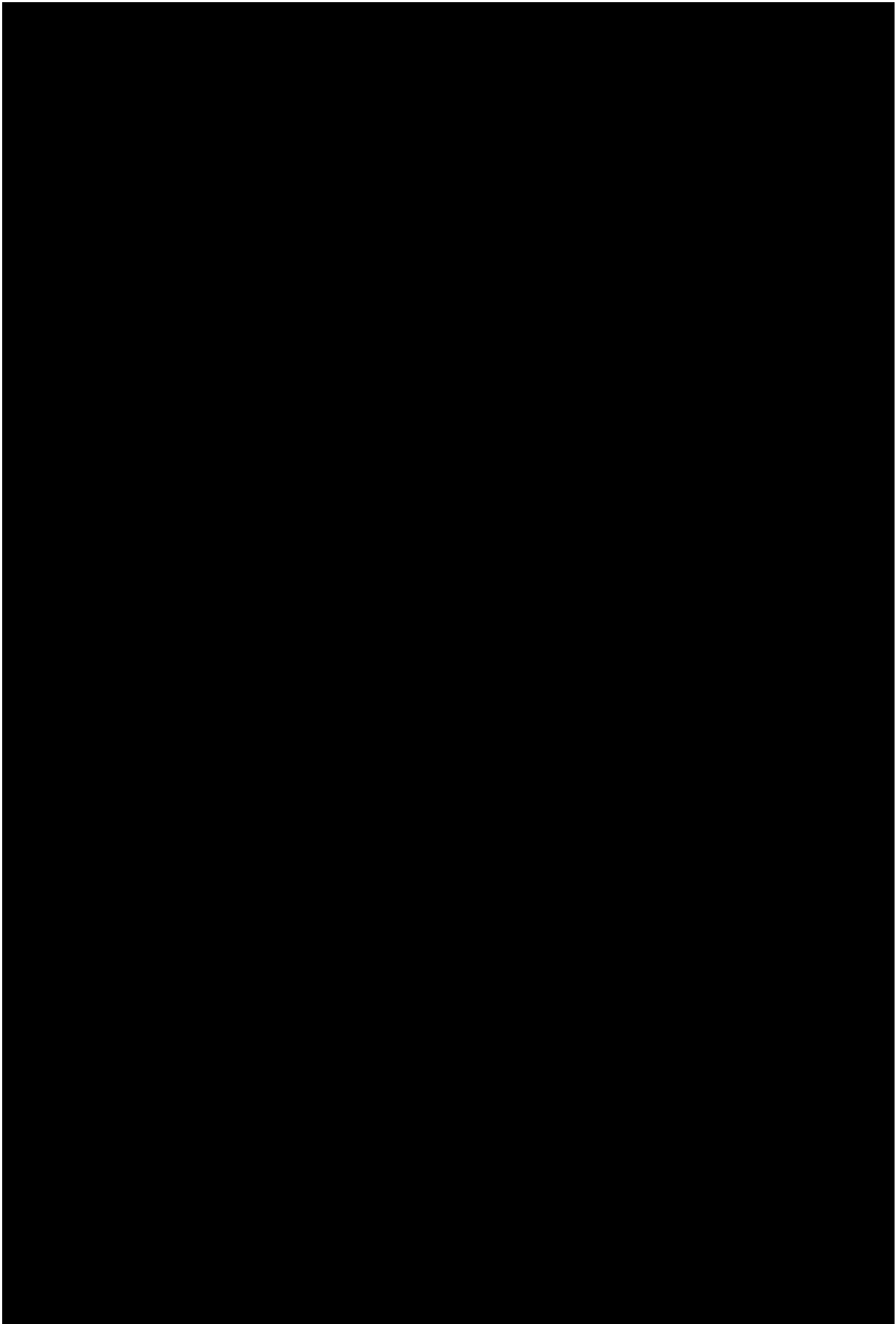


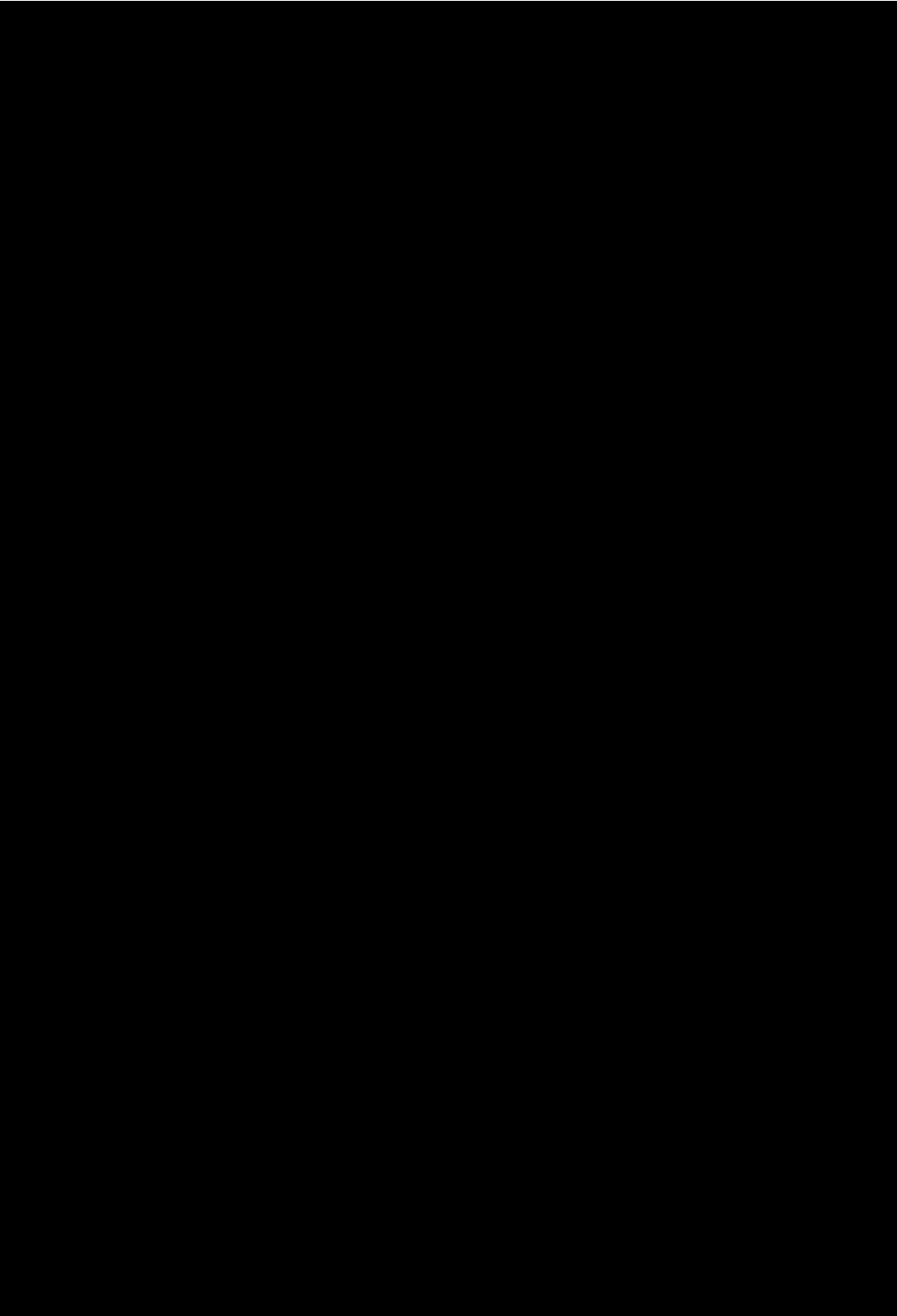
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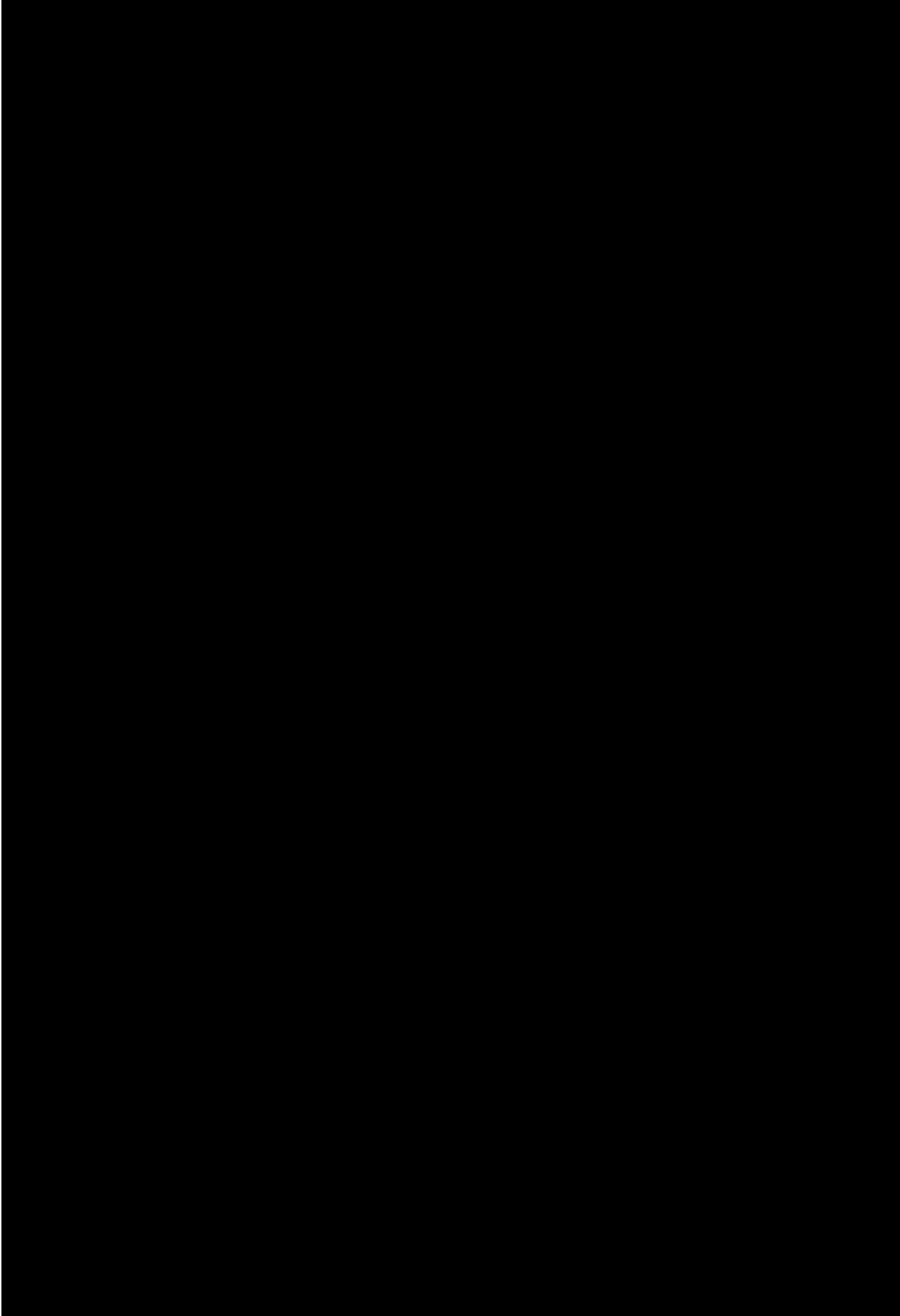


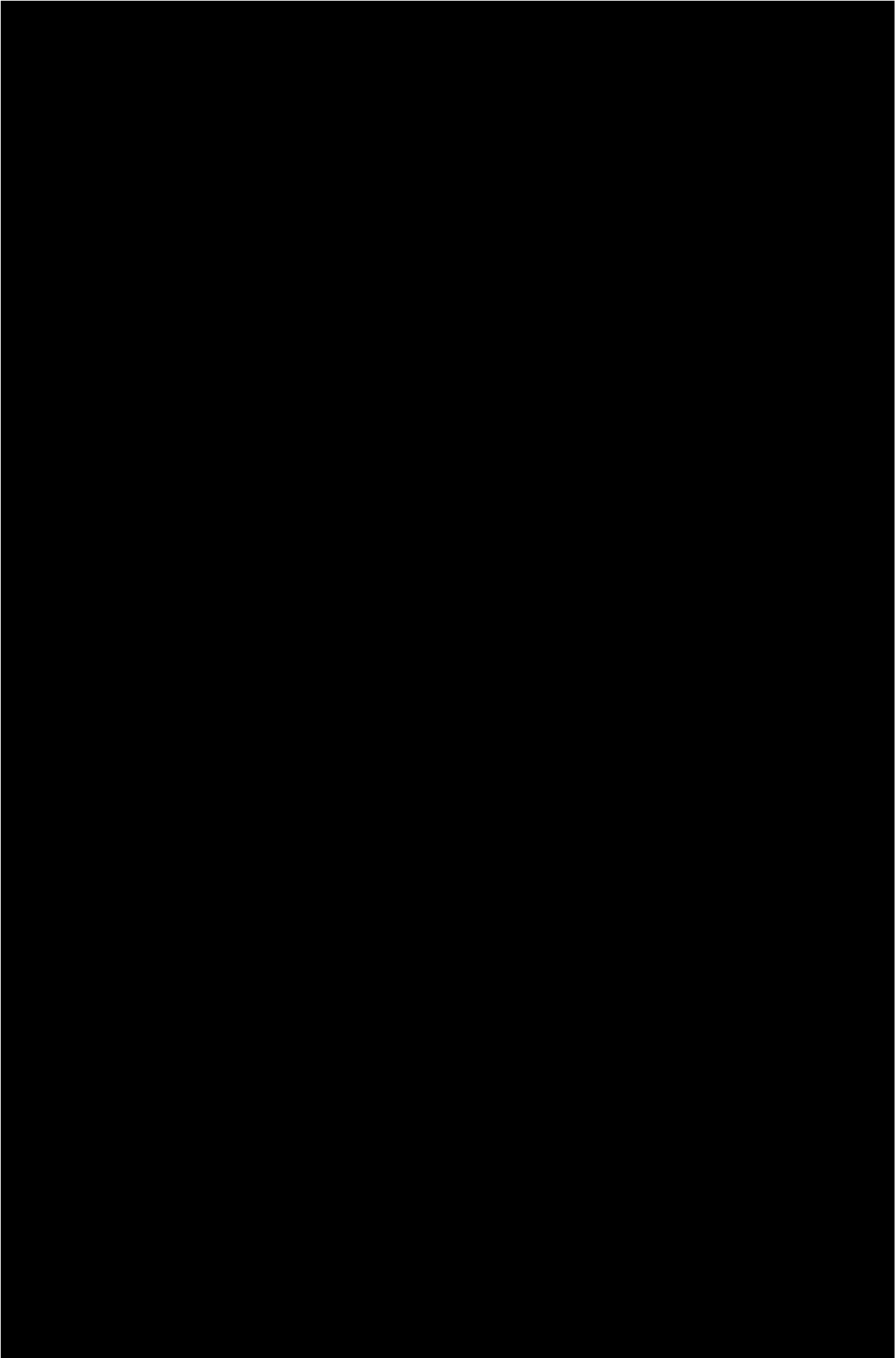




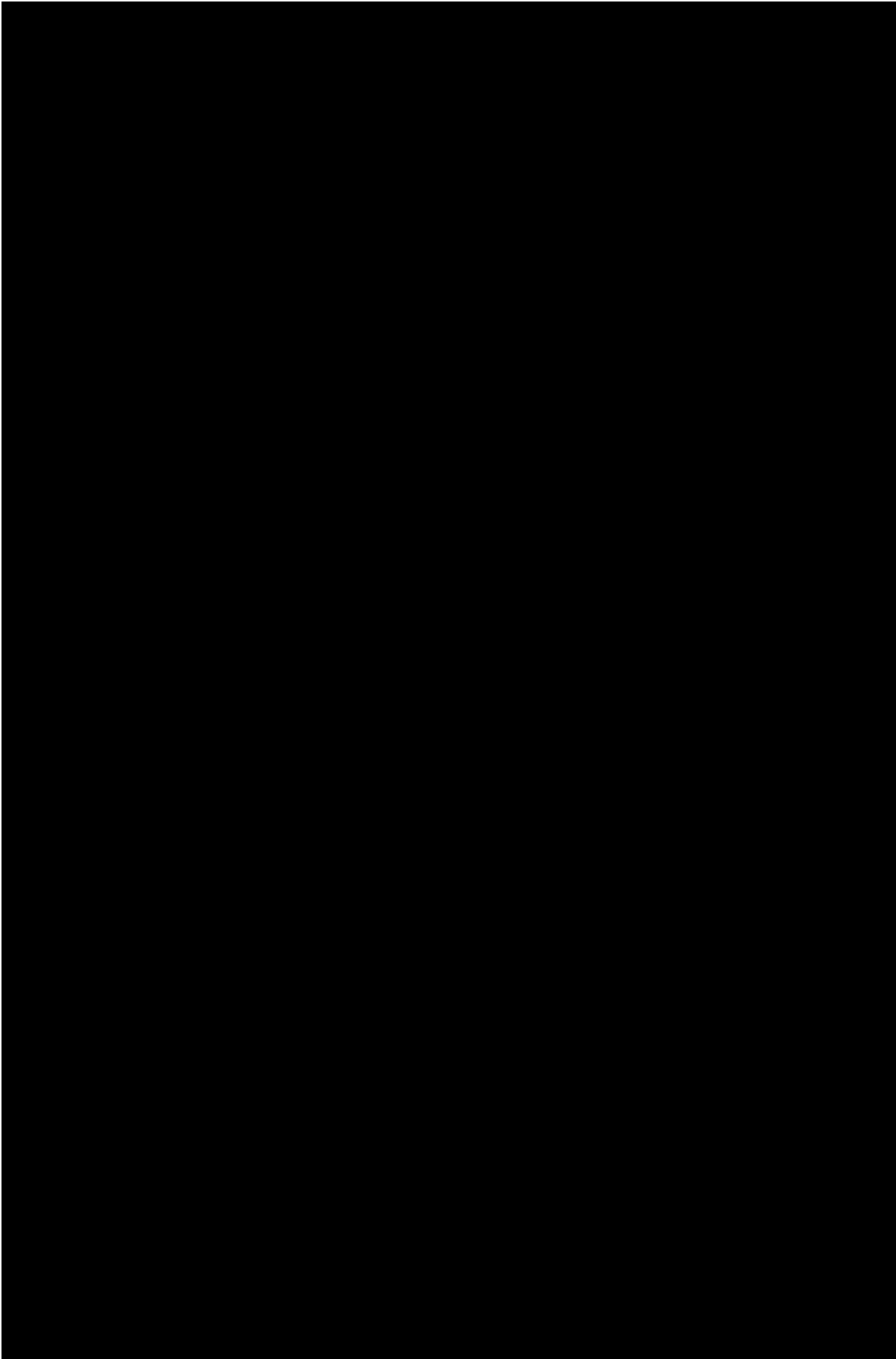


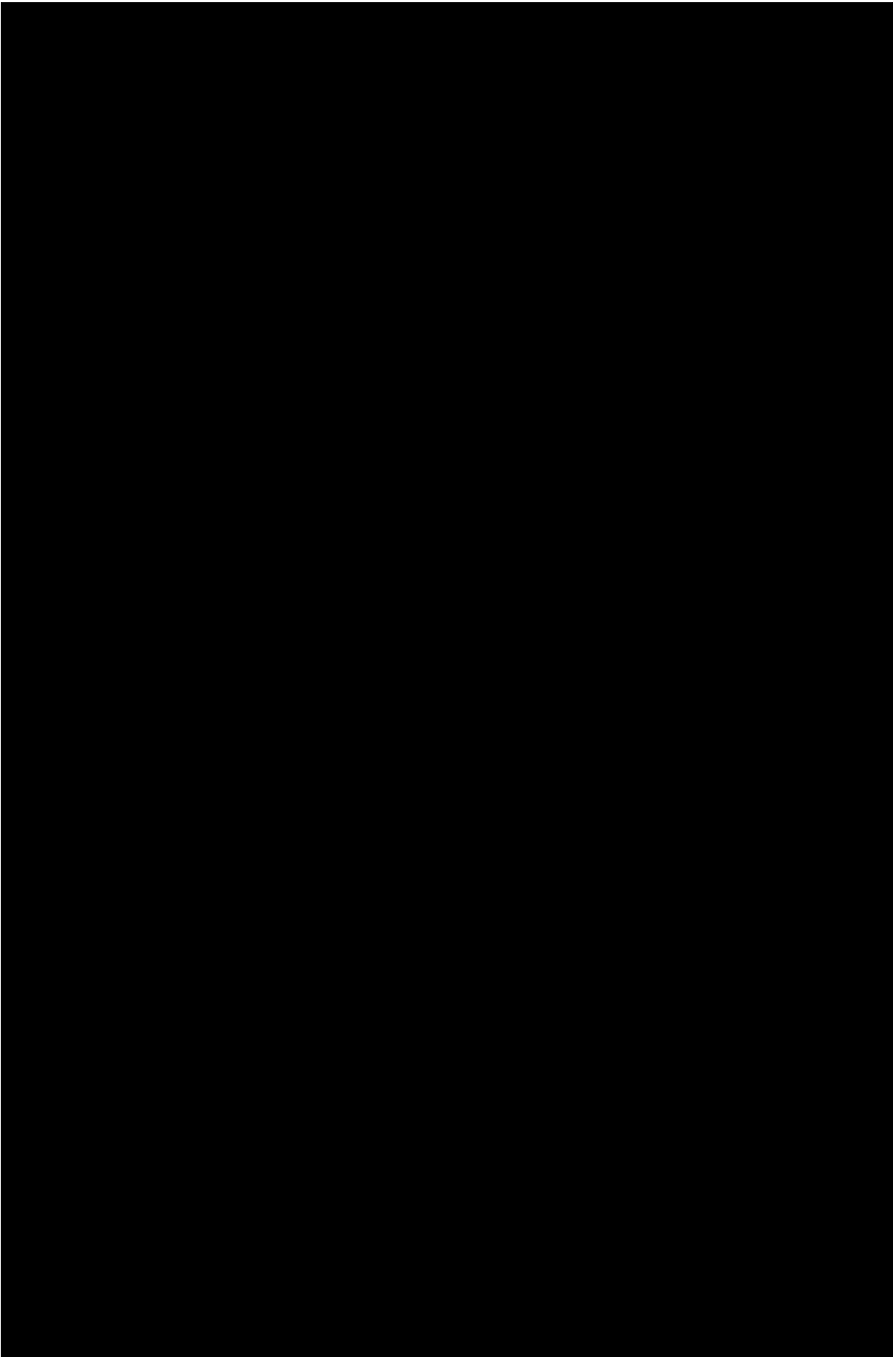
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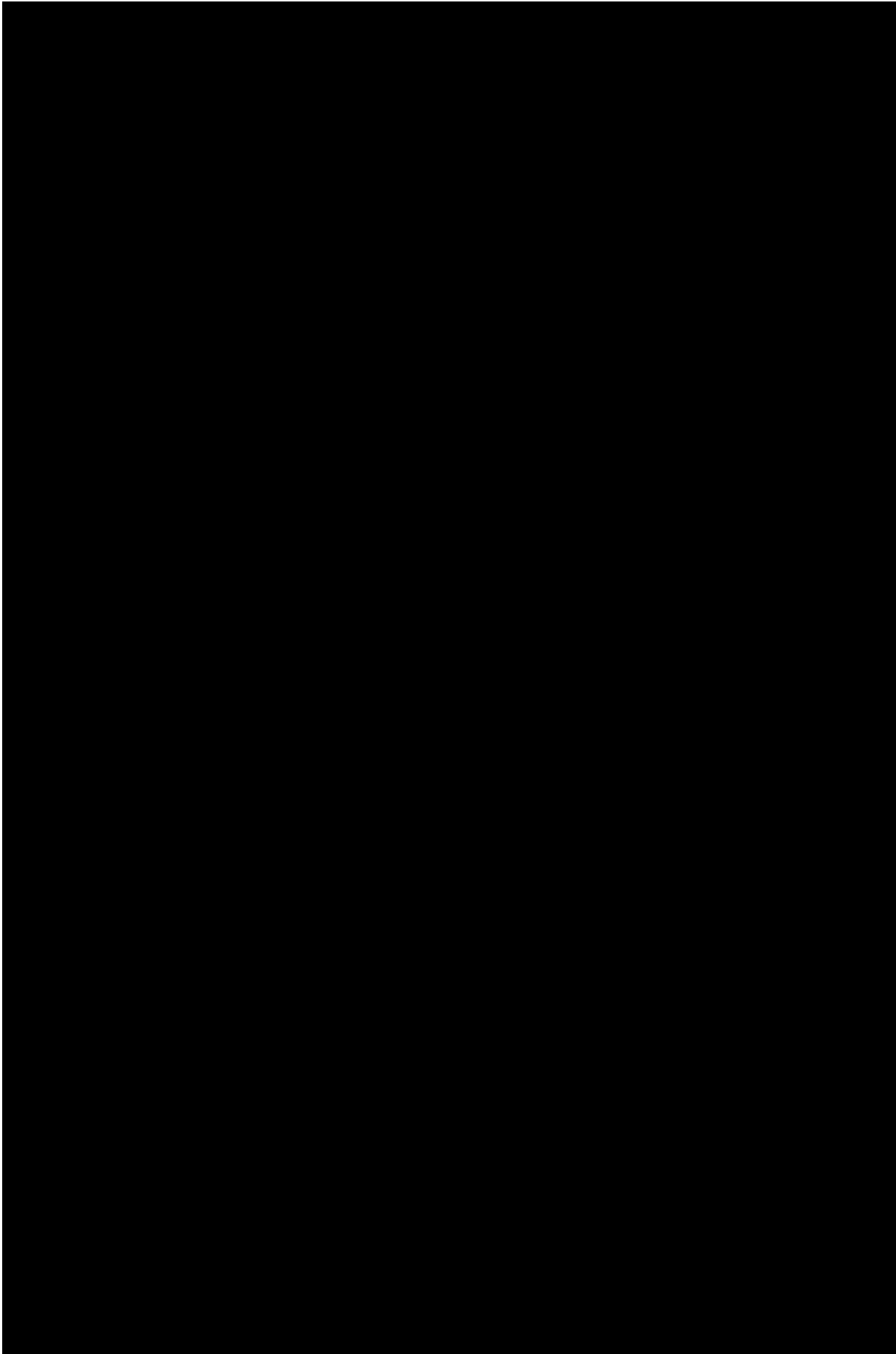


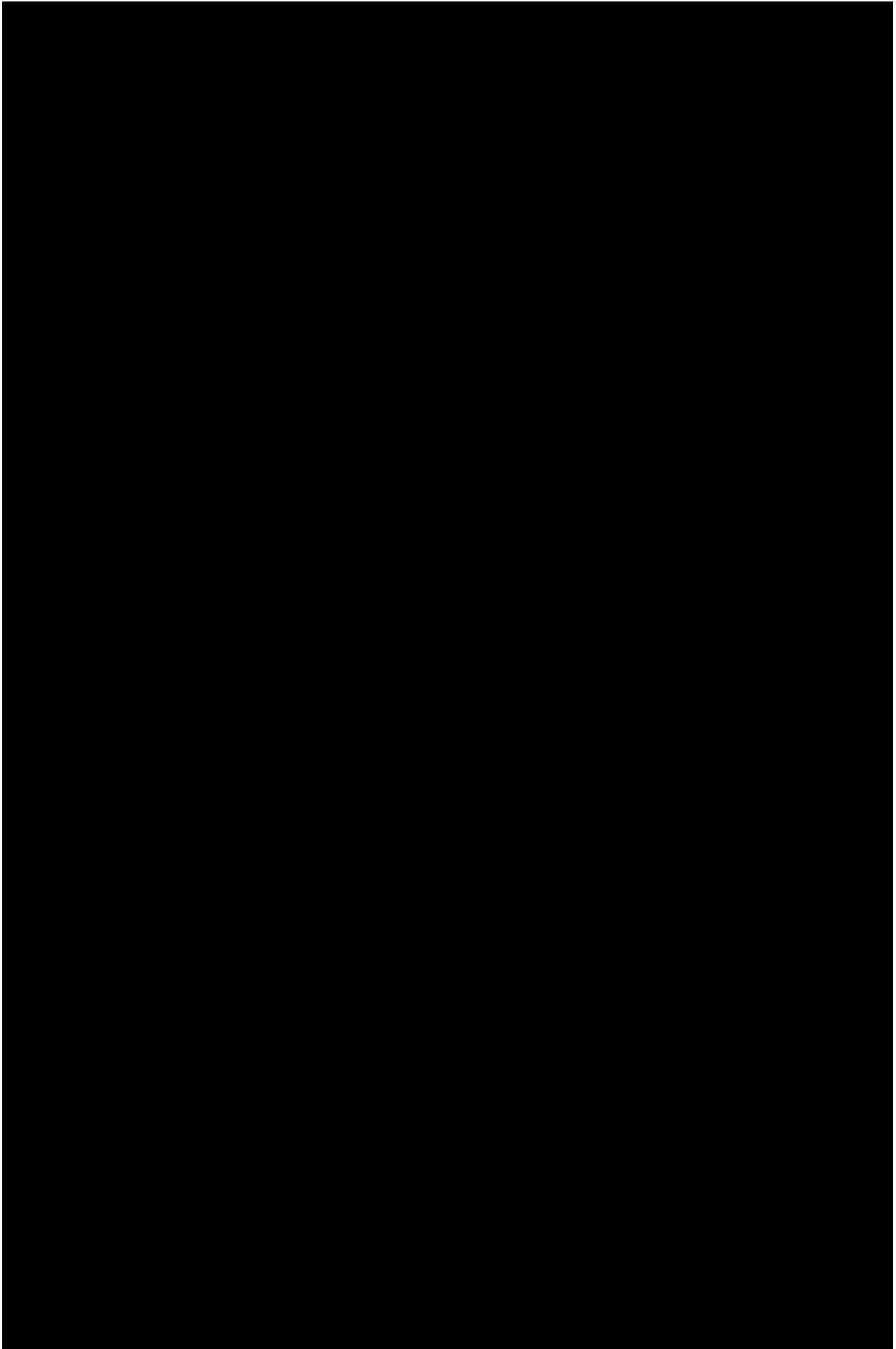


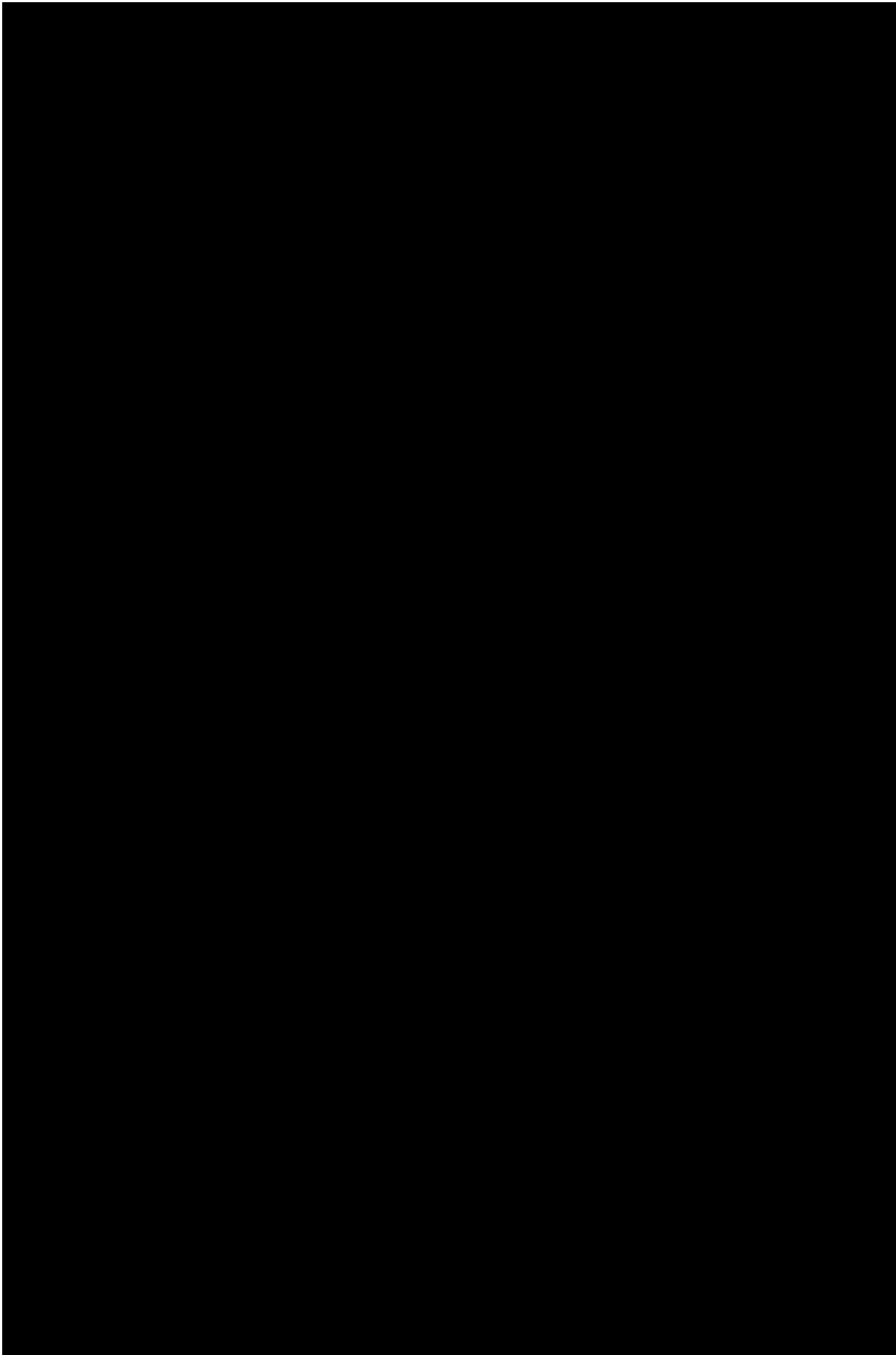
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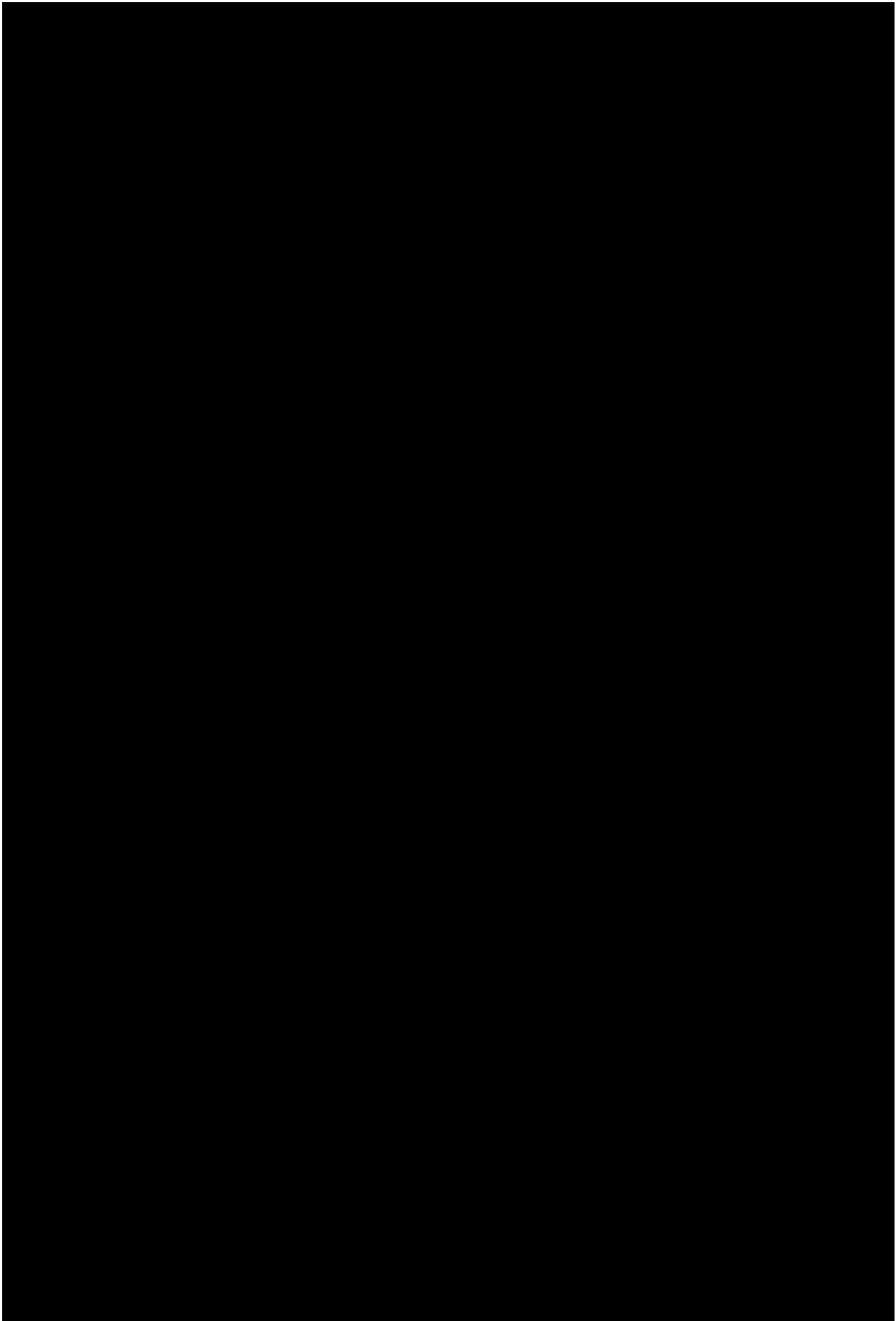


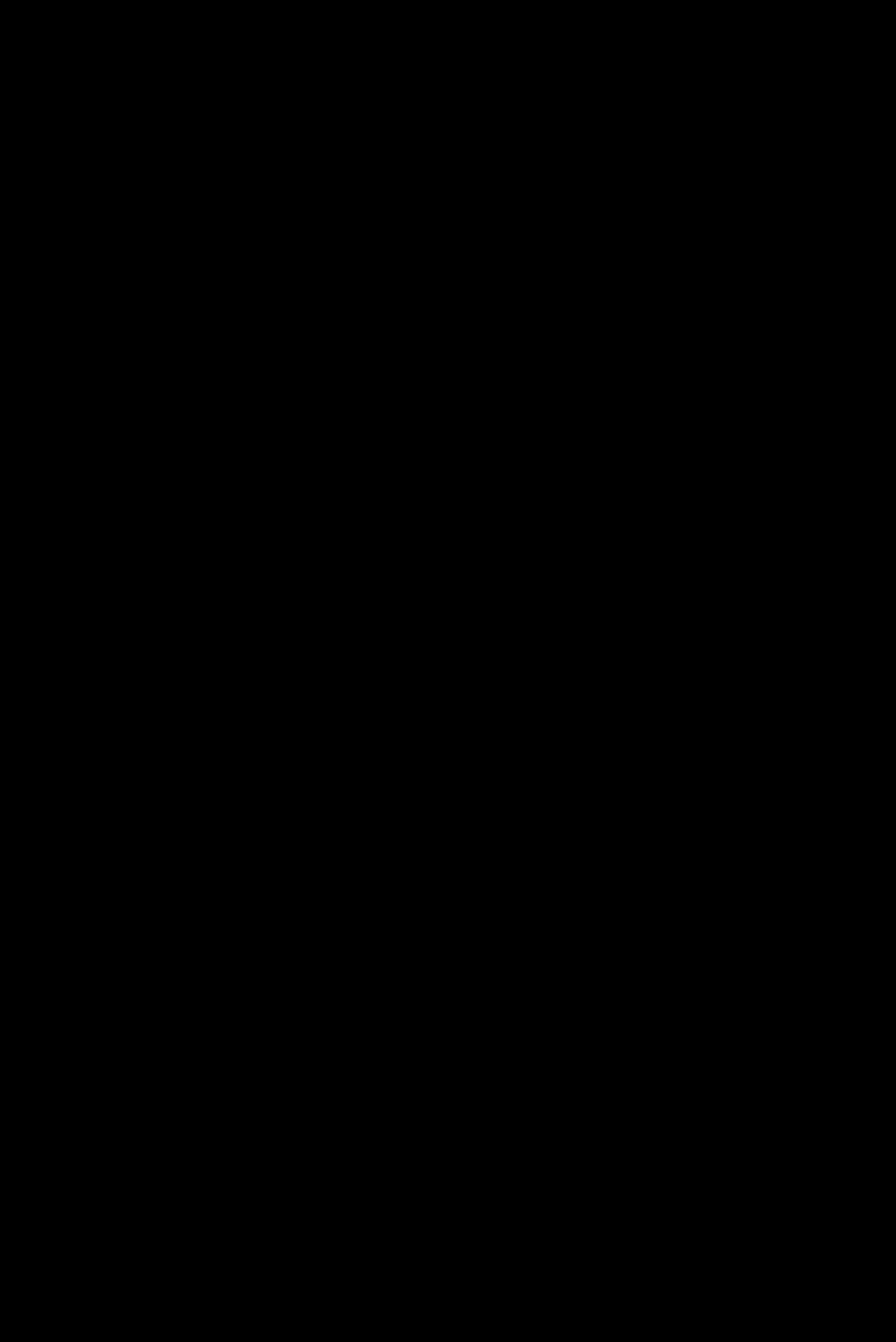


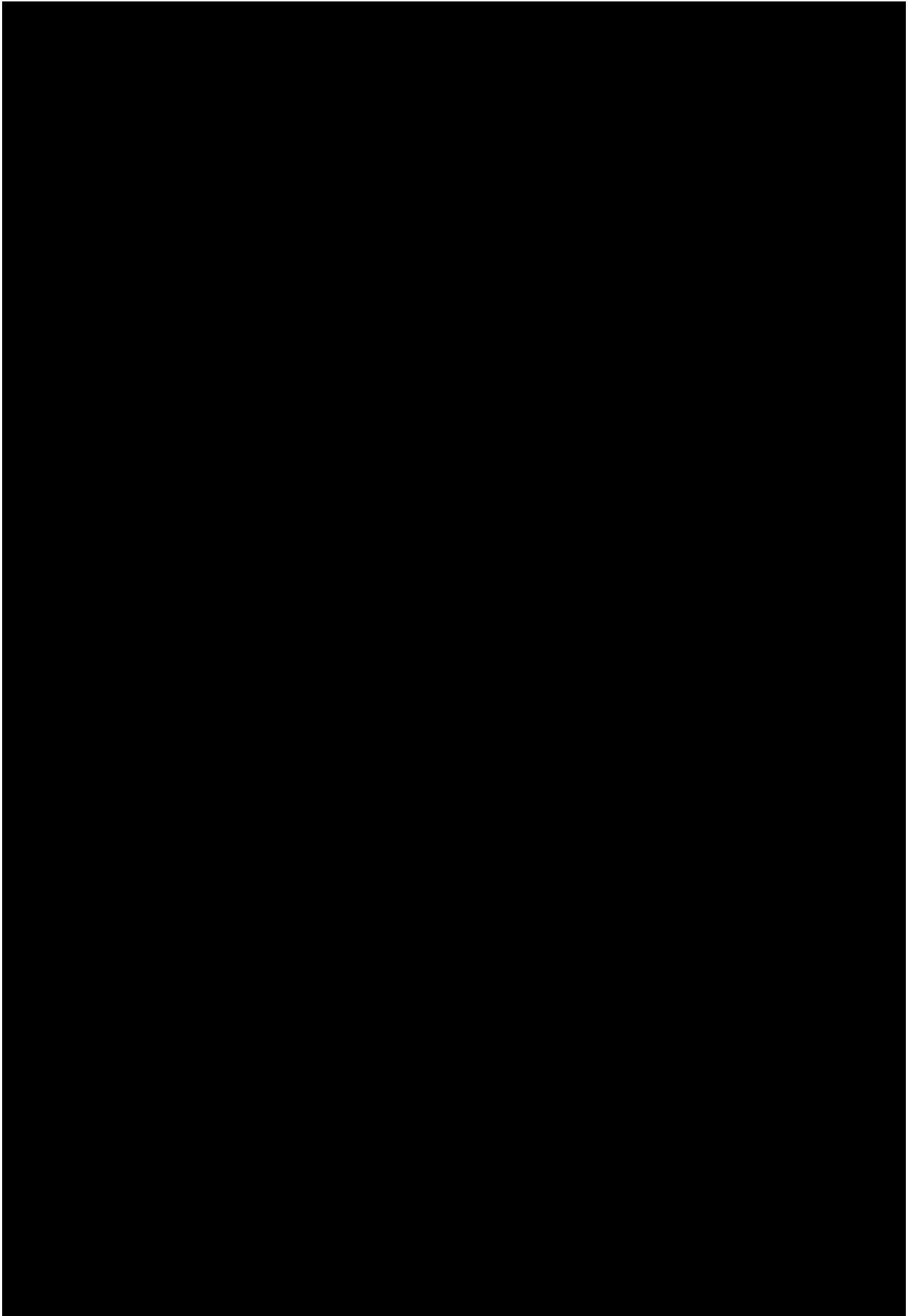


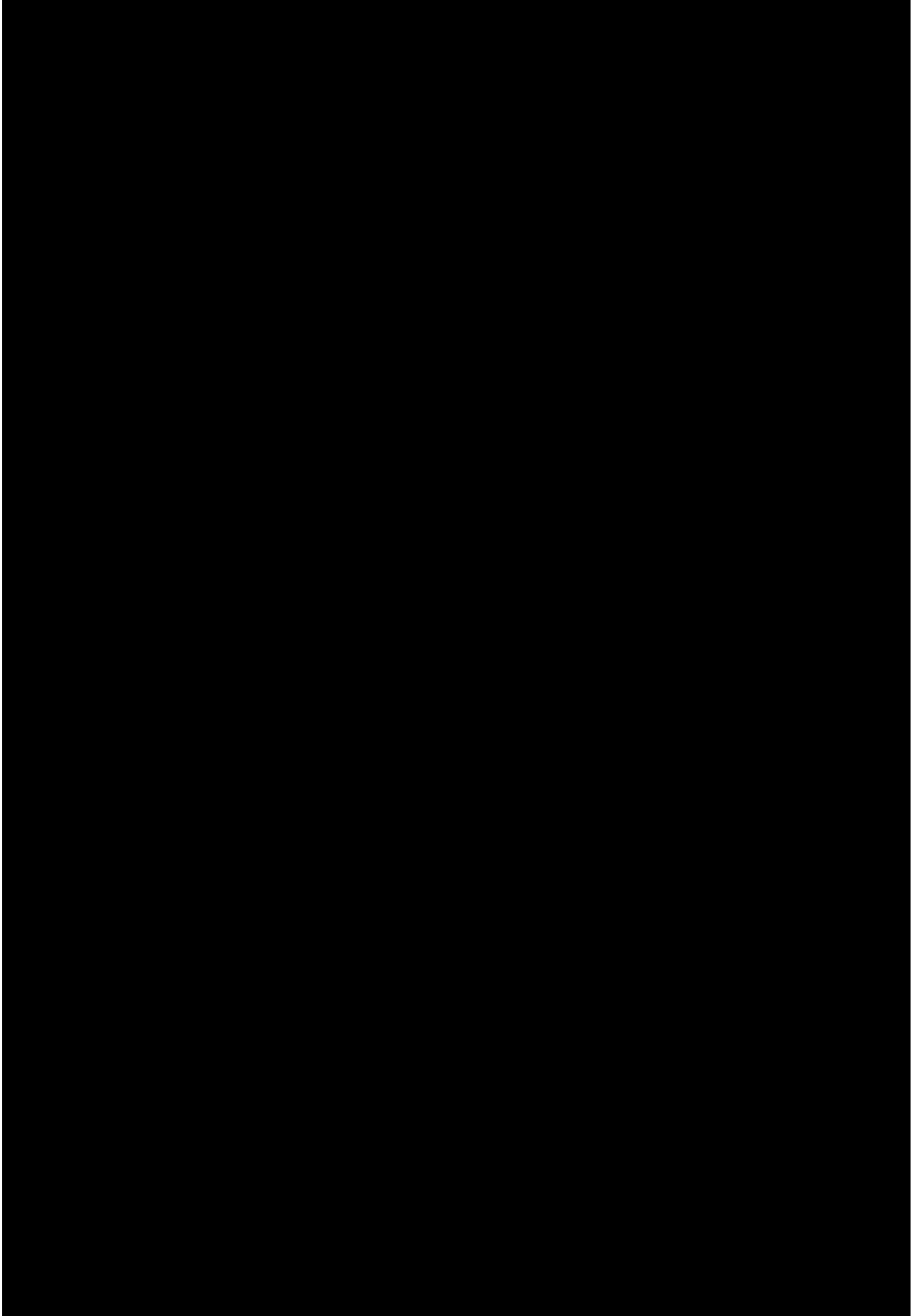


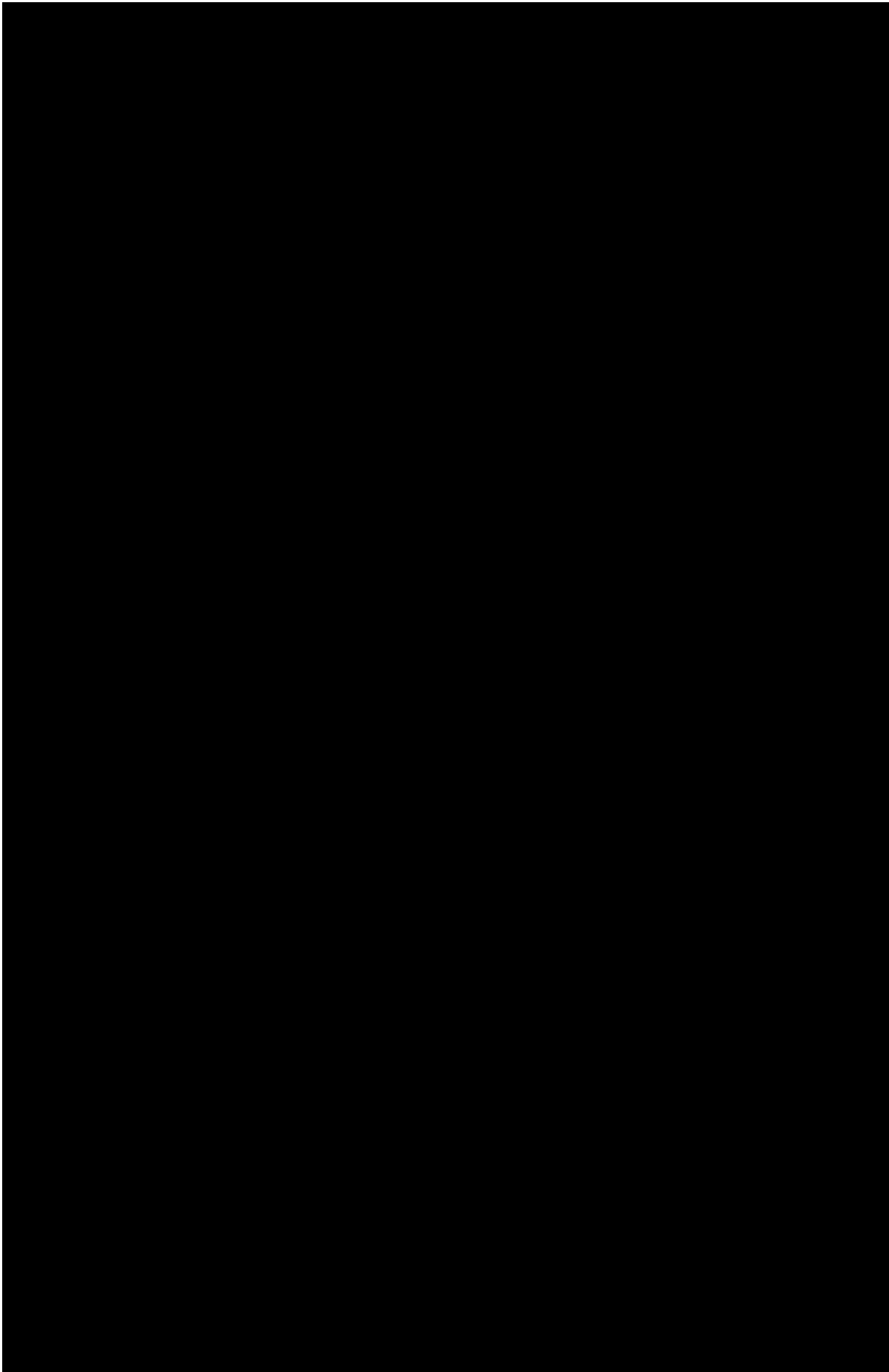


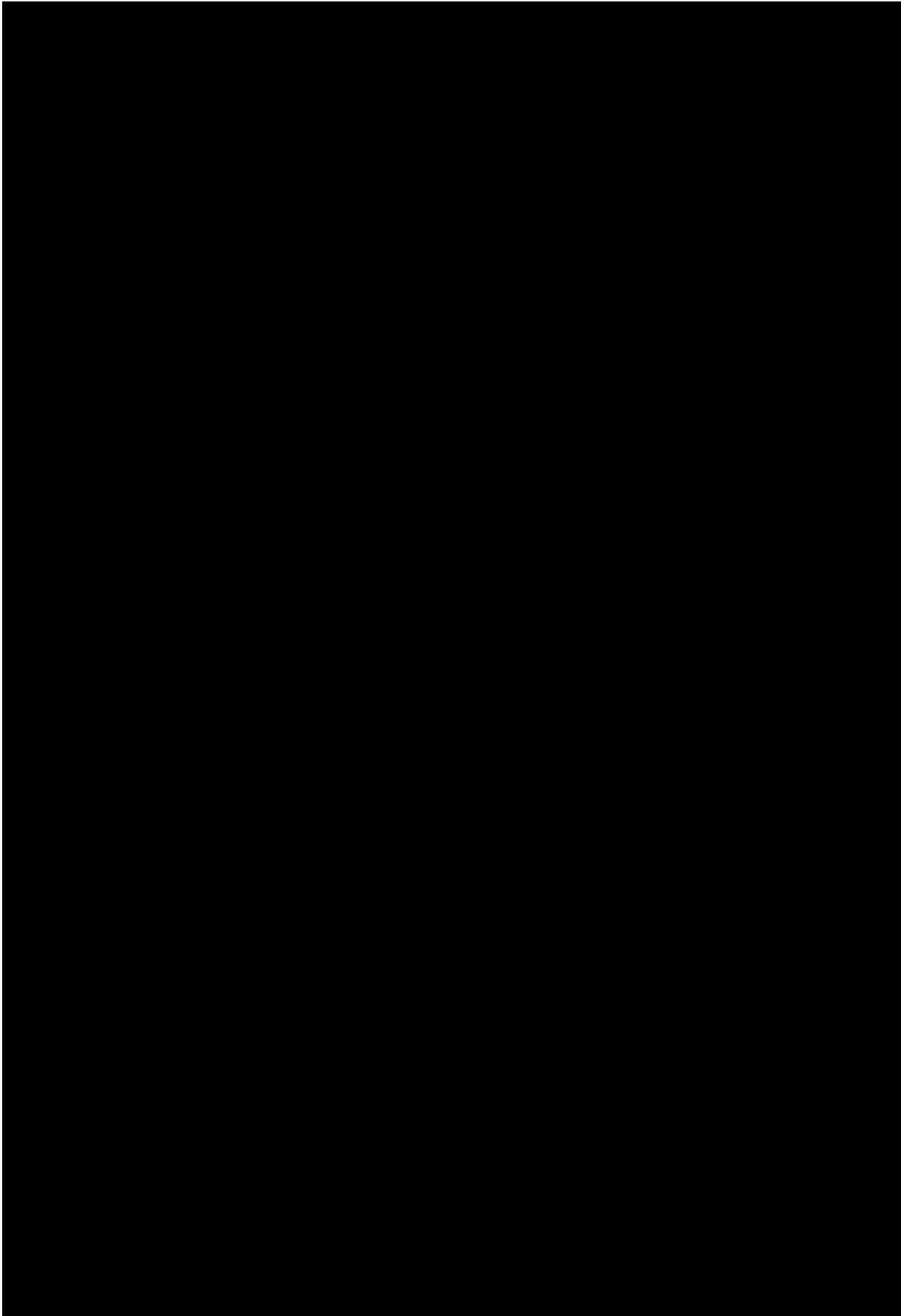


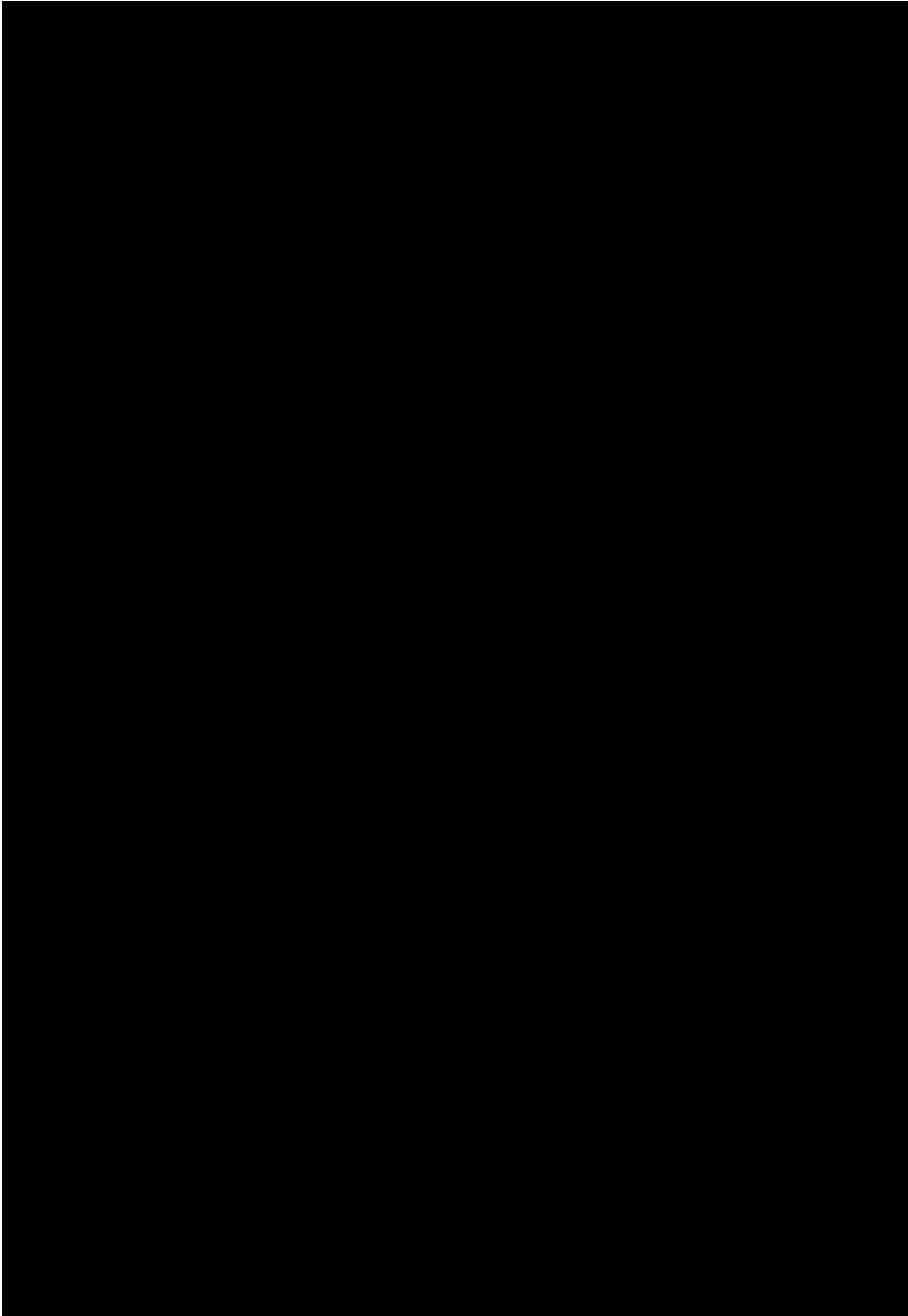


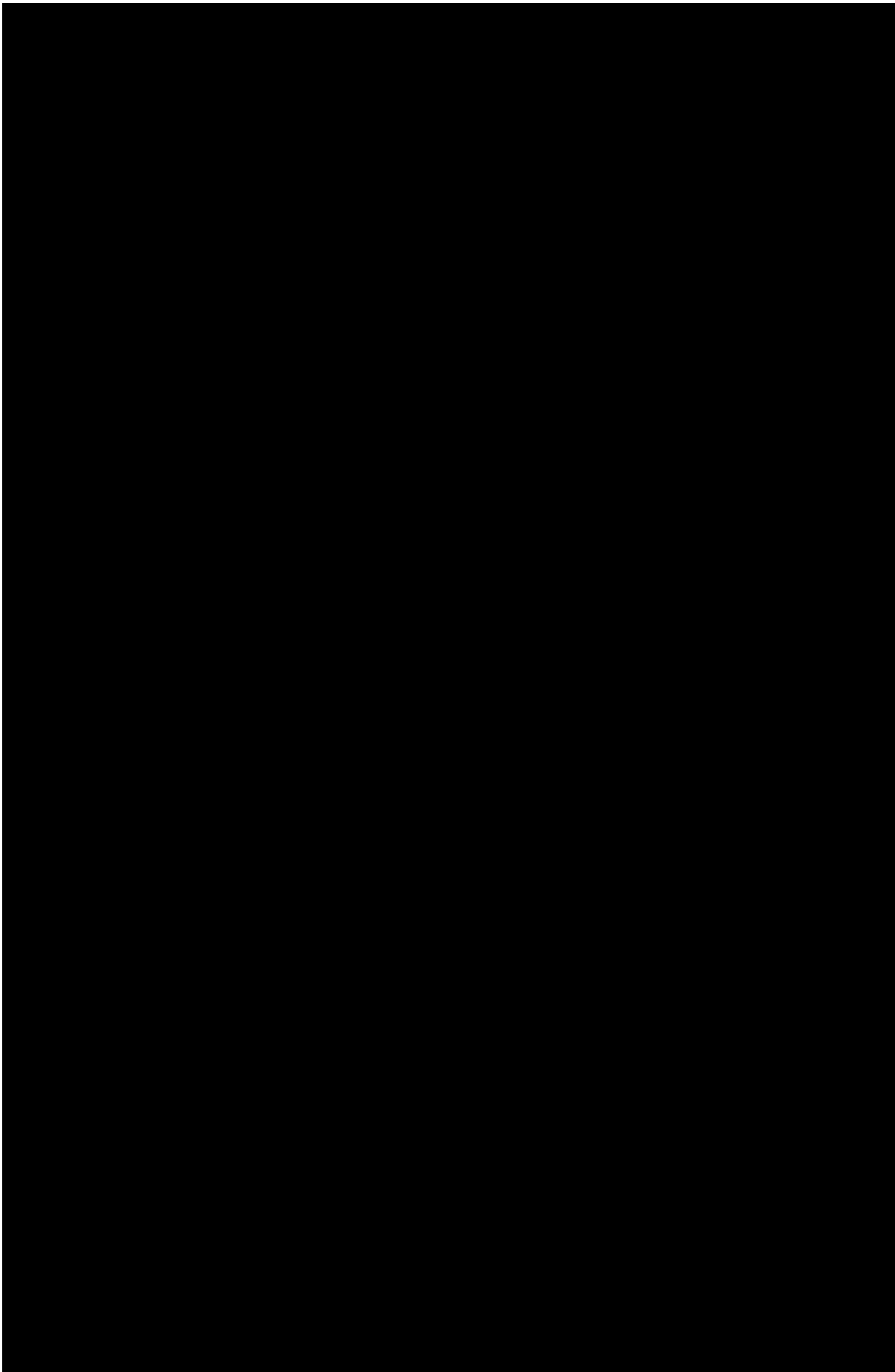


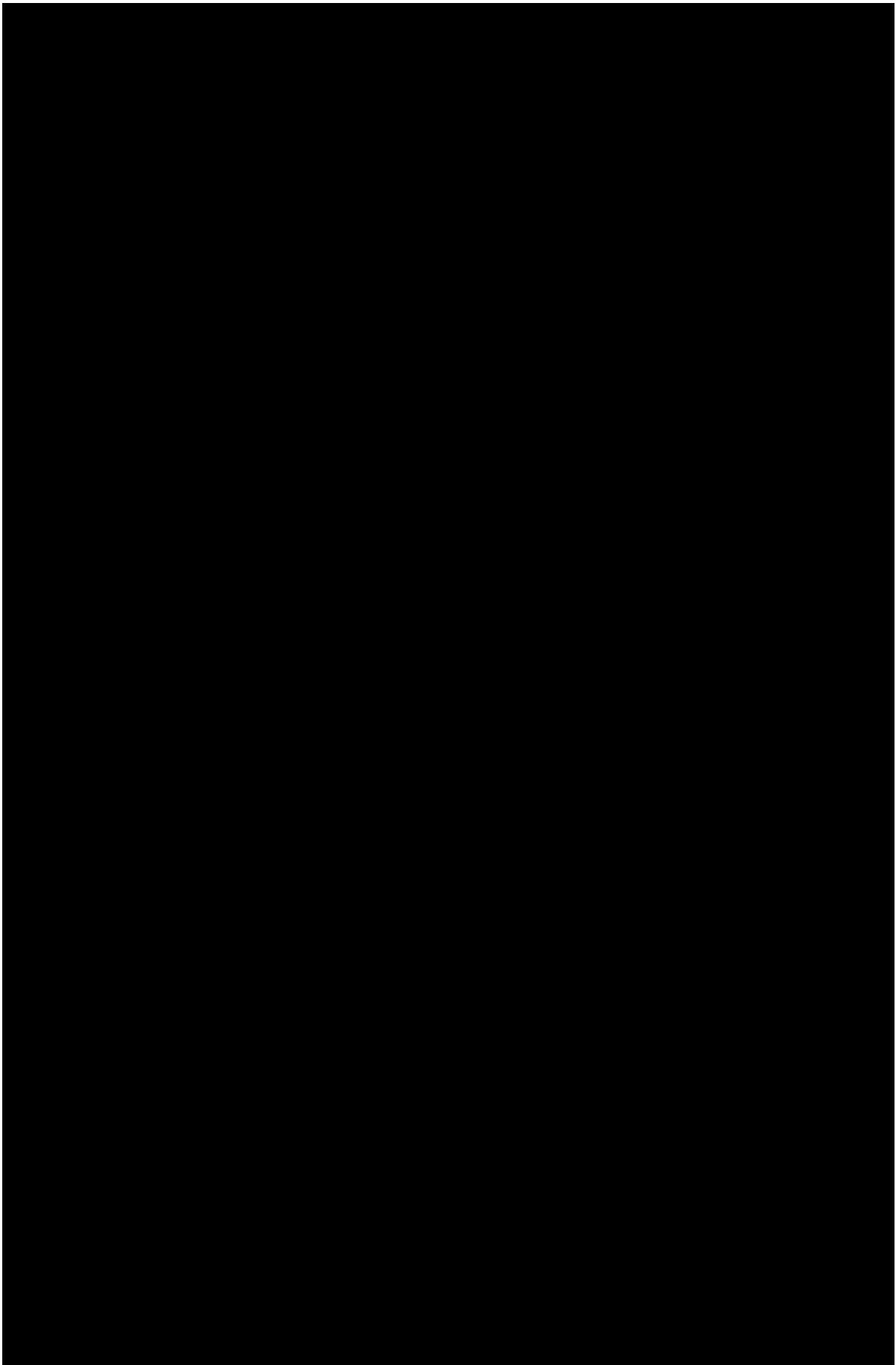


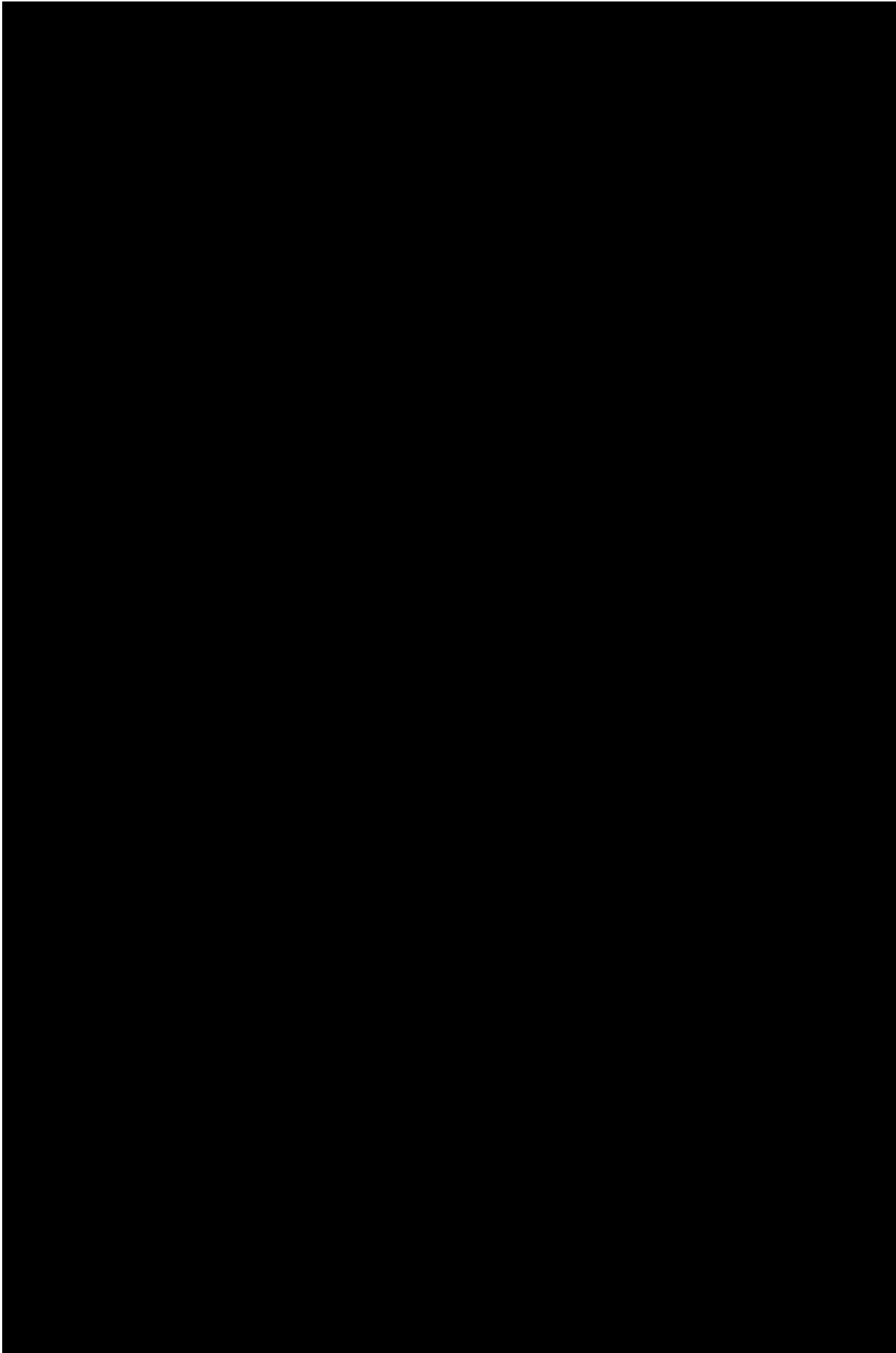


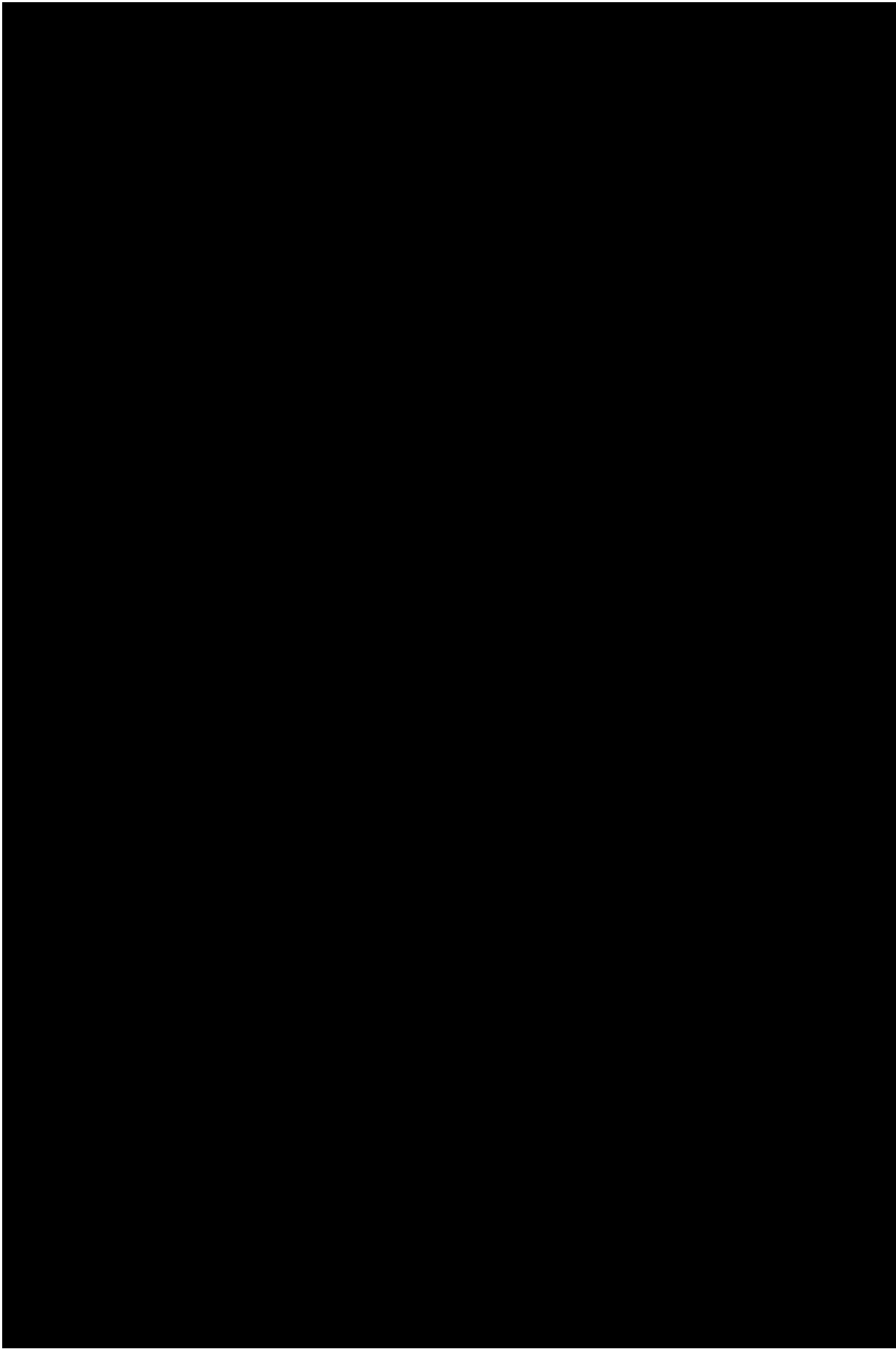


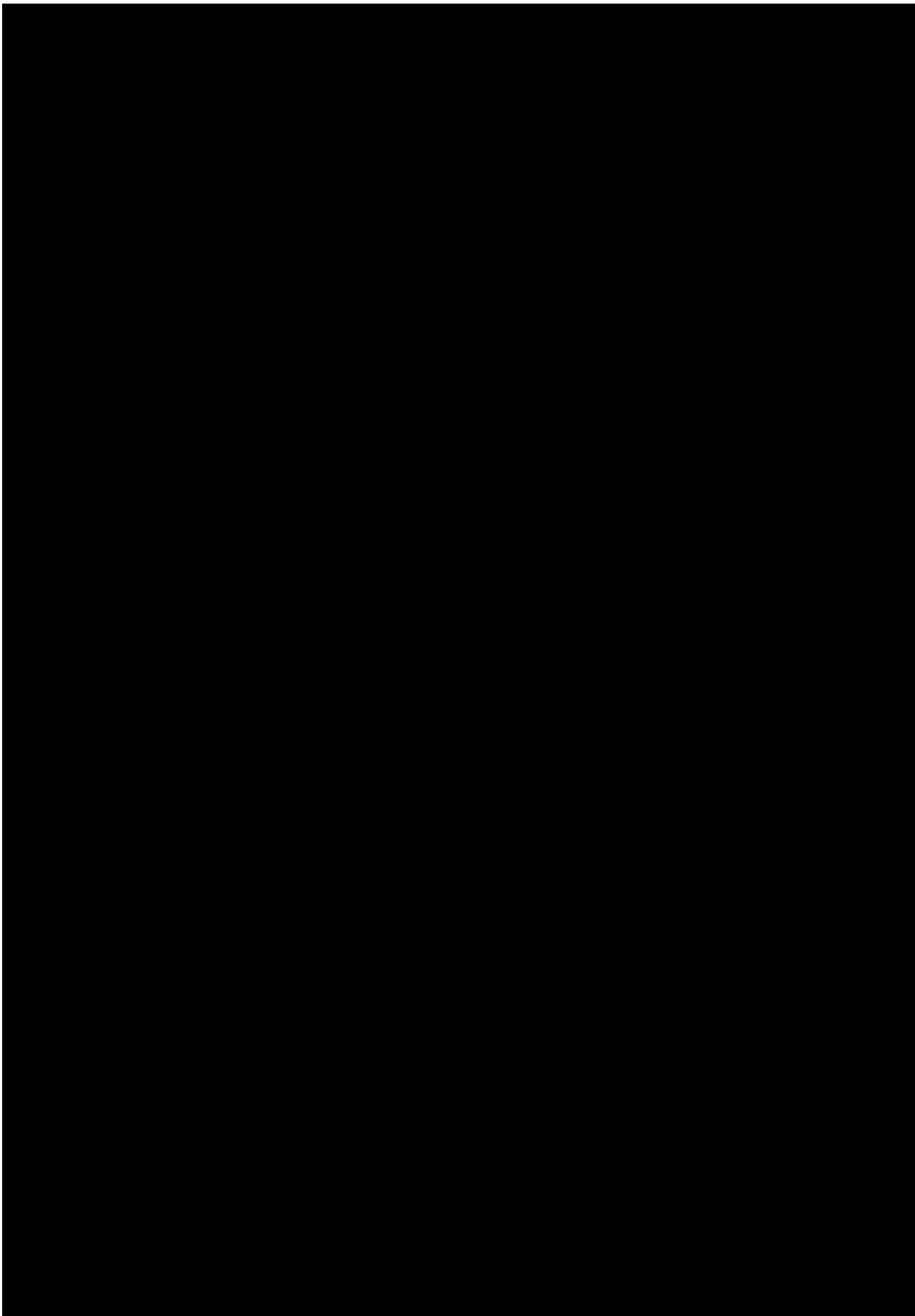


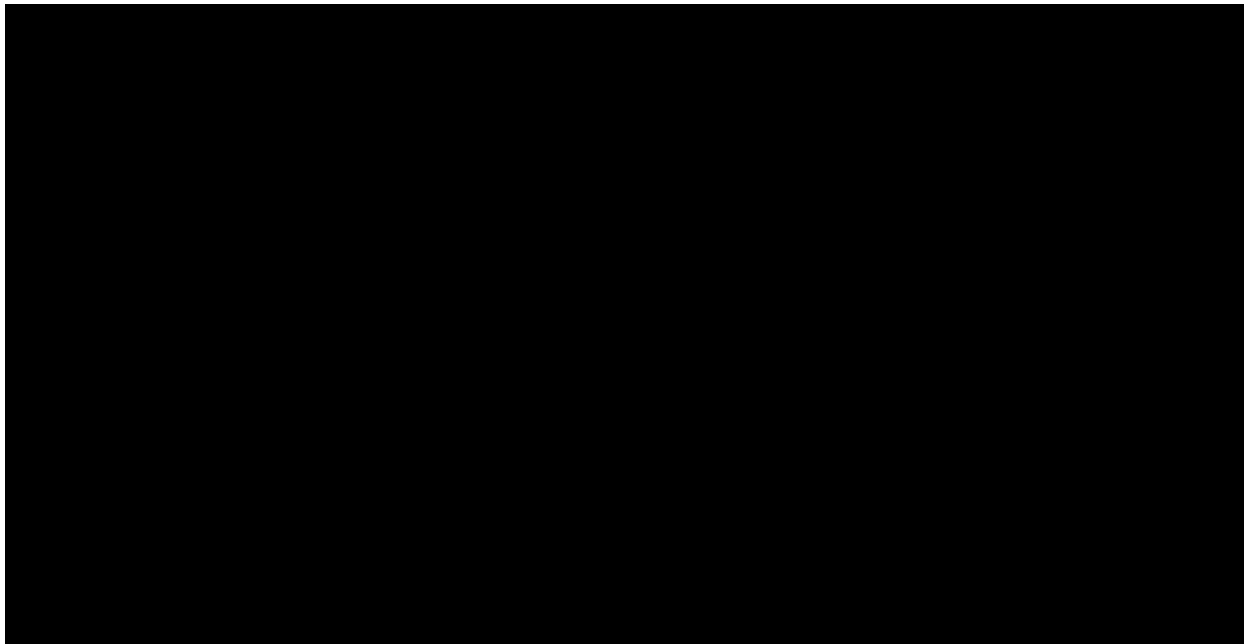


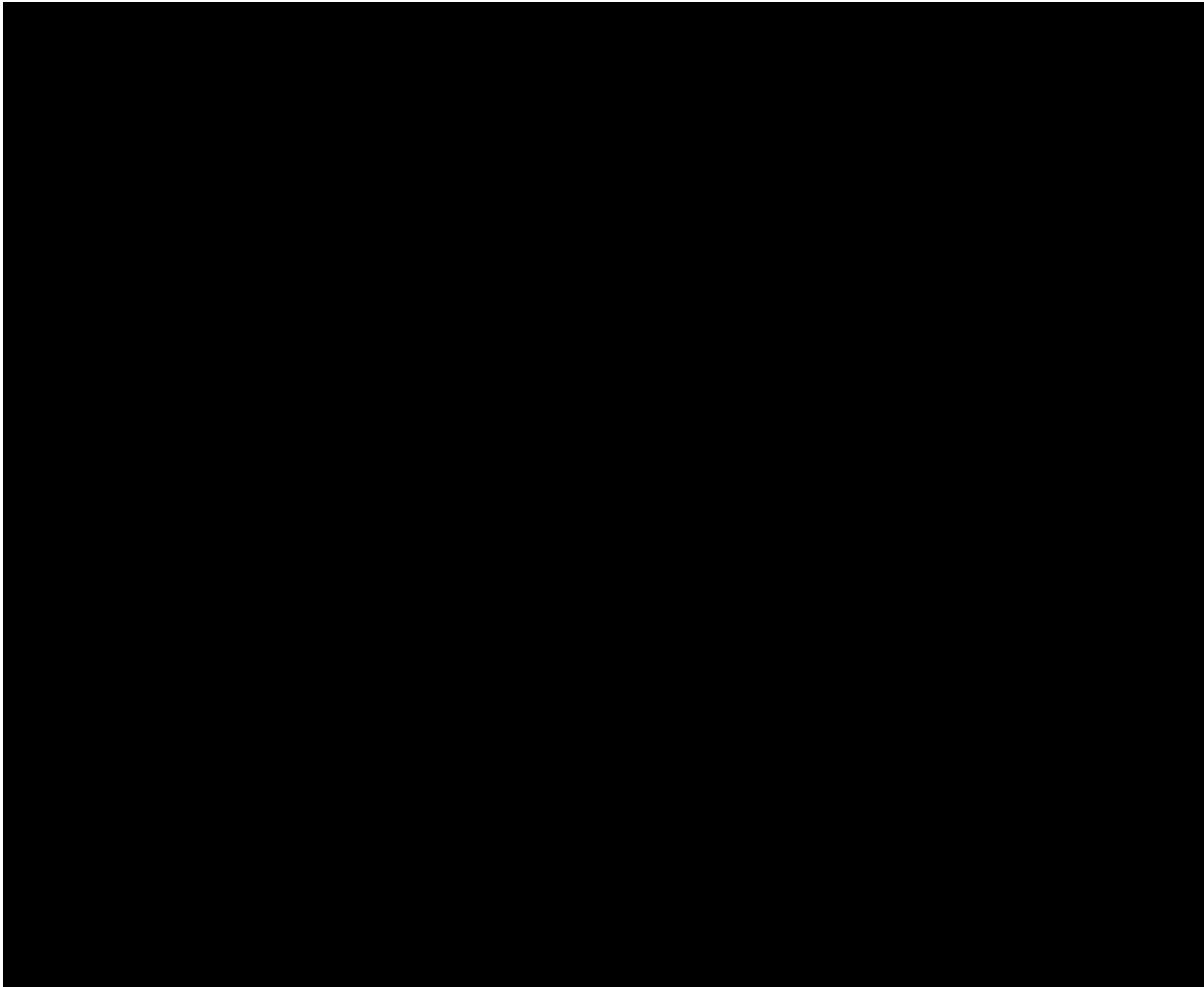


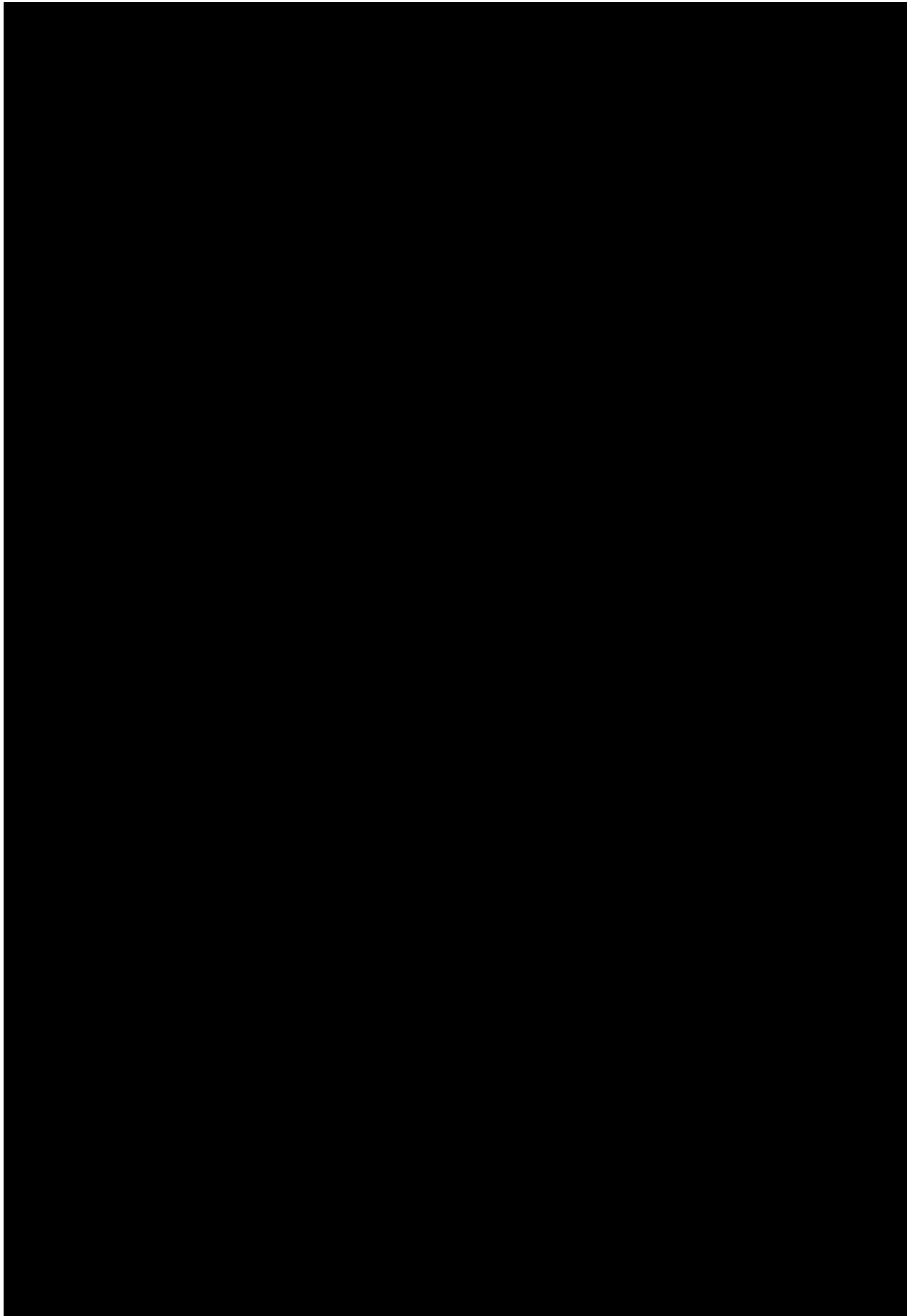


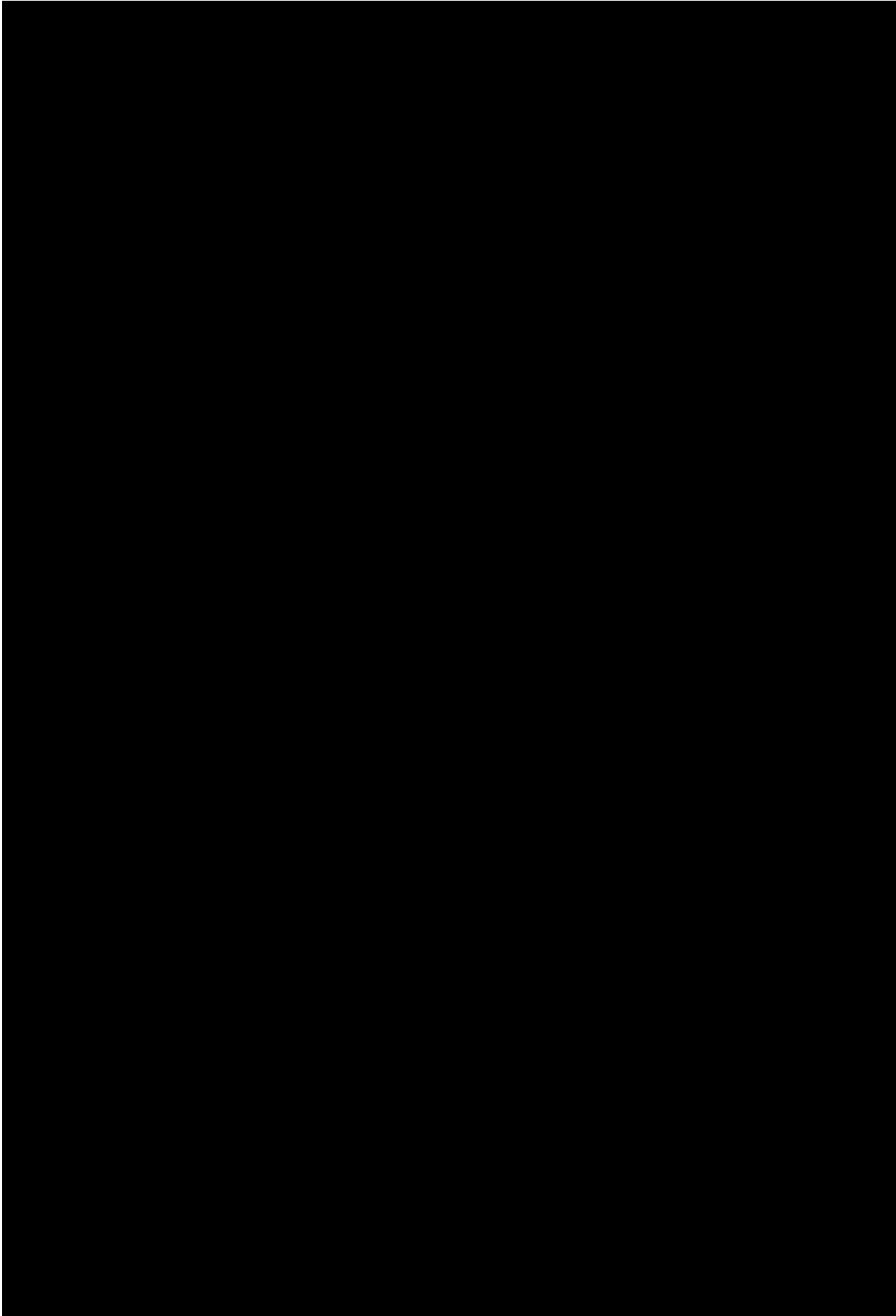


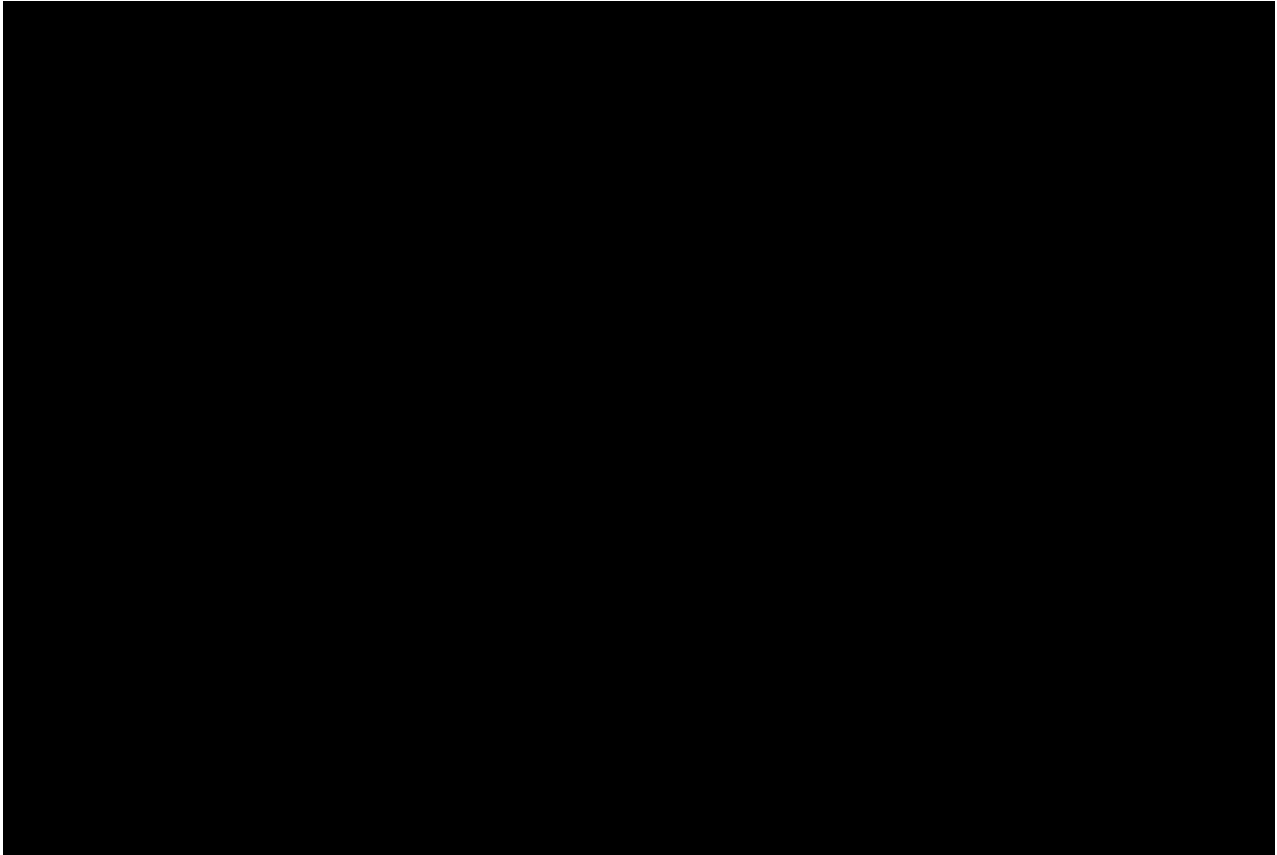


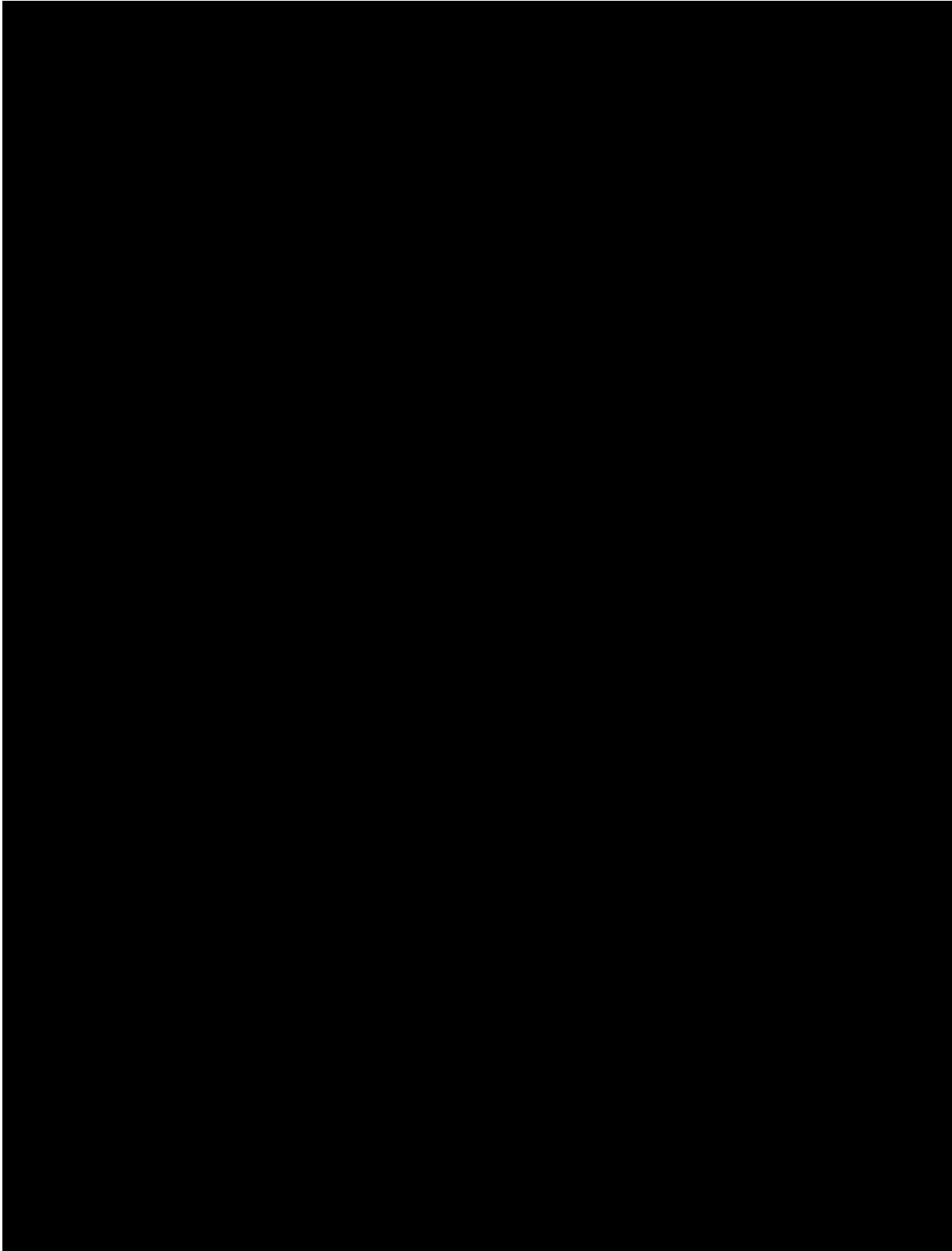




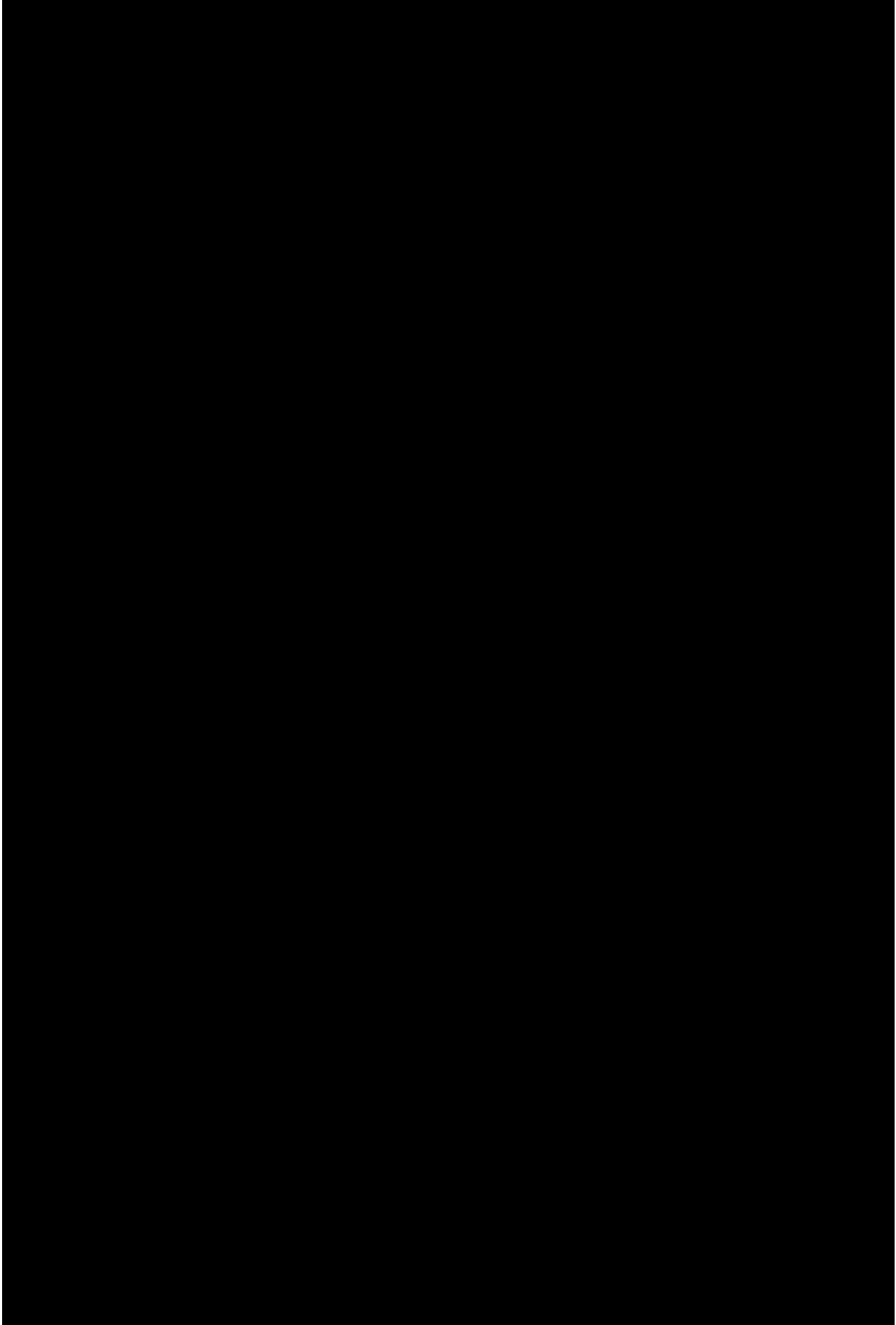


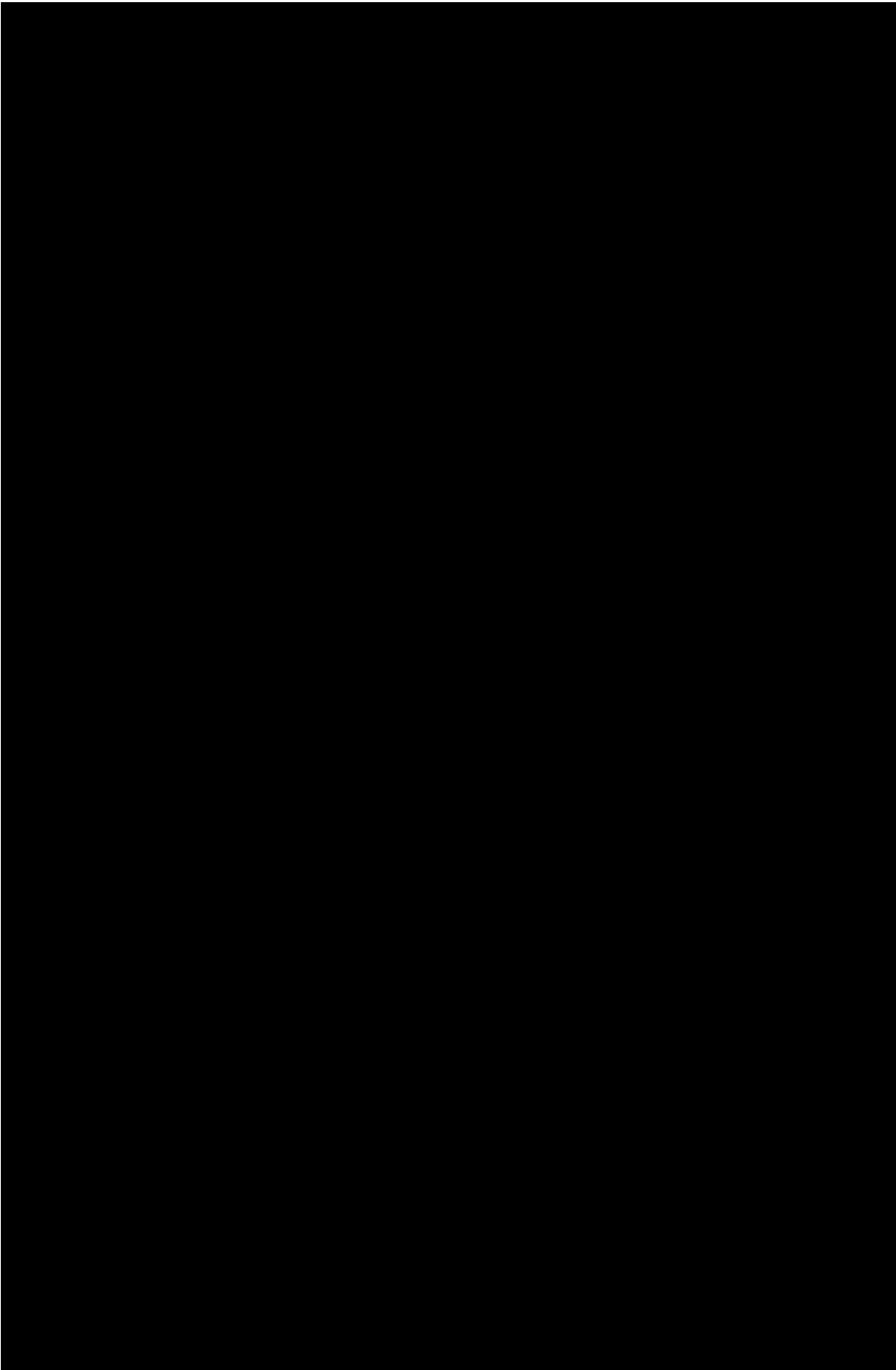


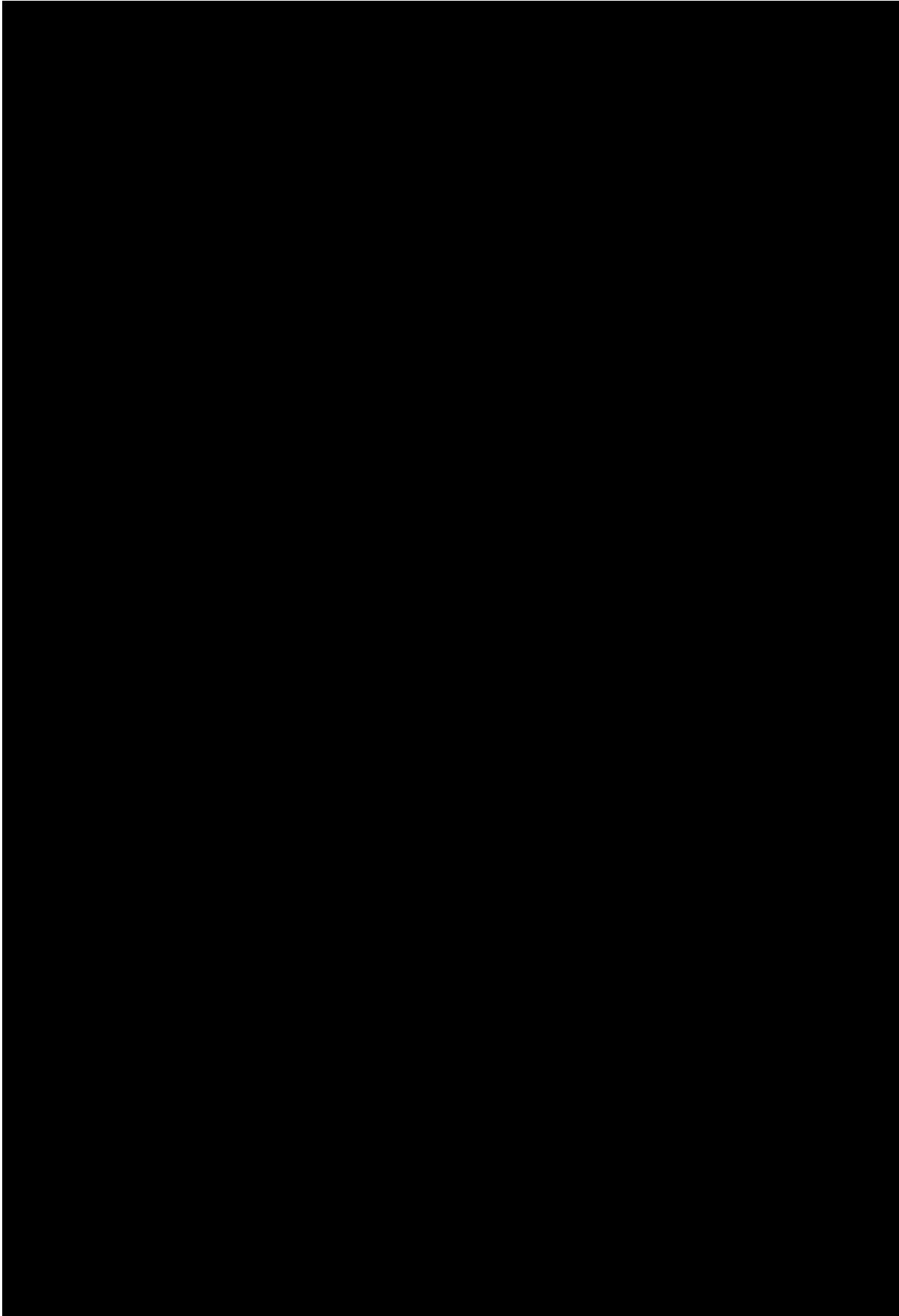


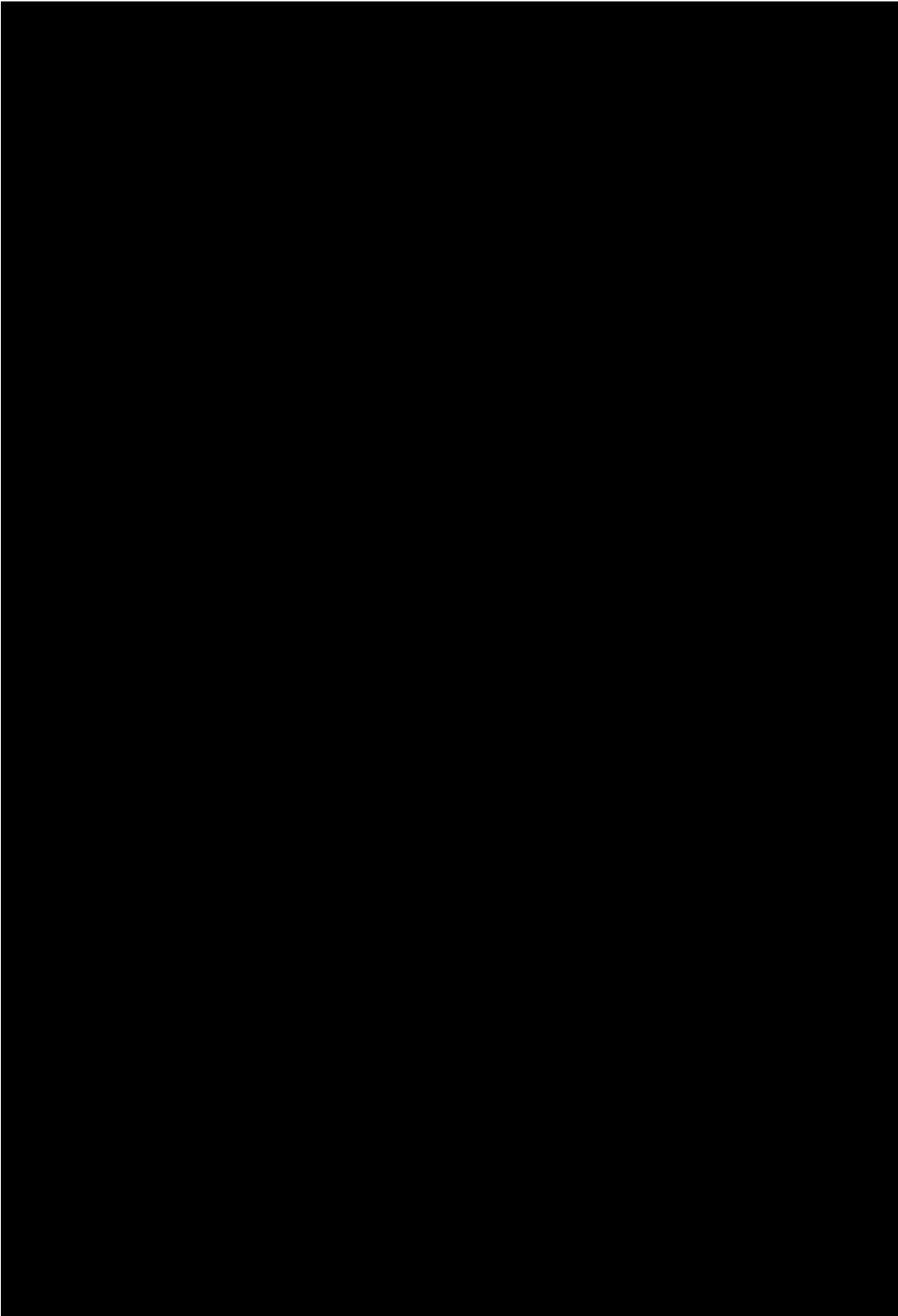


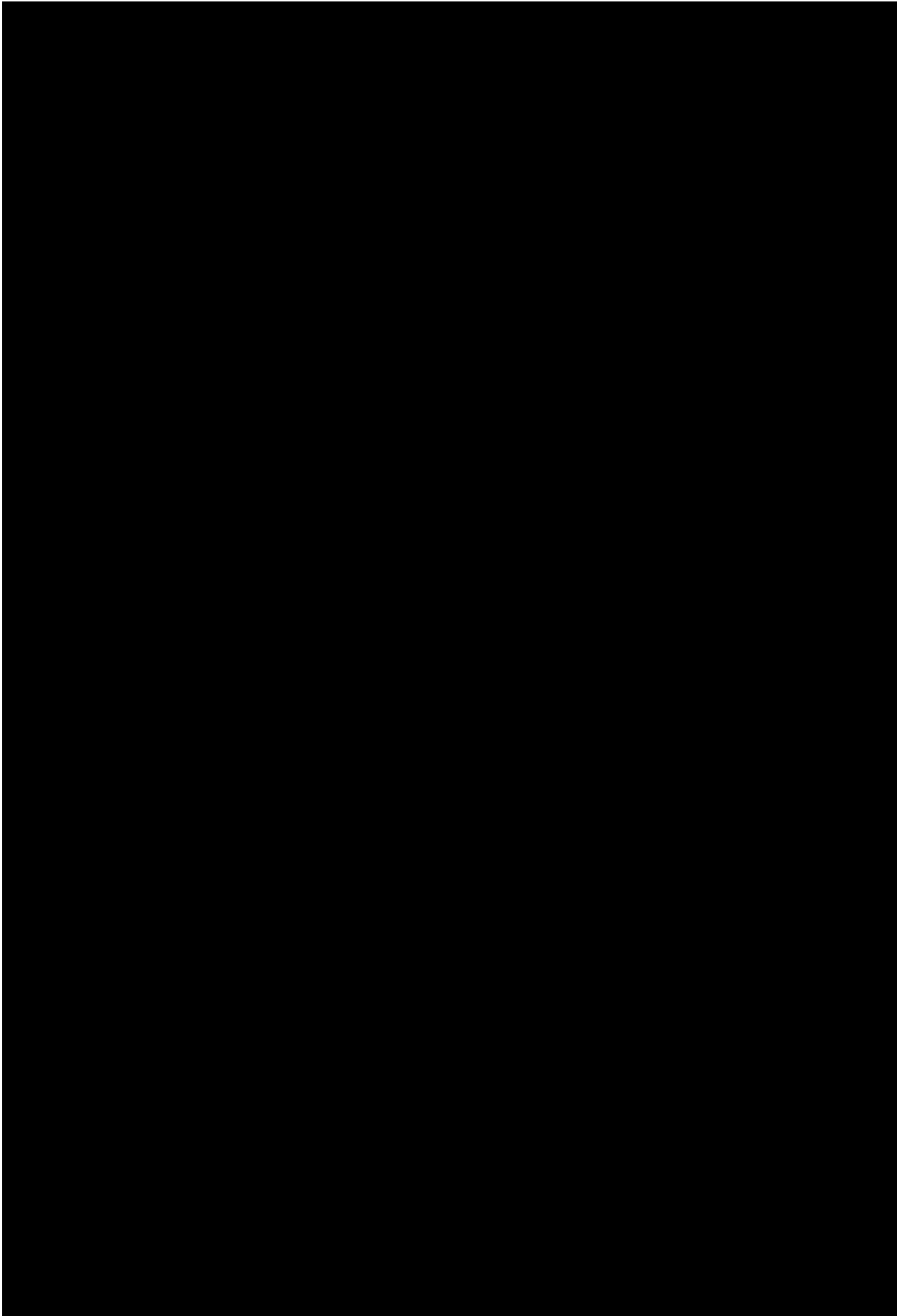
SCHEDULE A26. – TSE COOPERATION AND INTEGRATION DEED

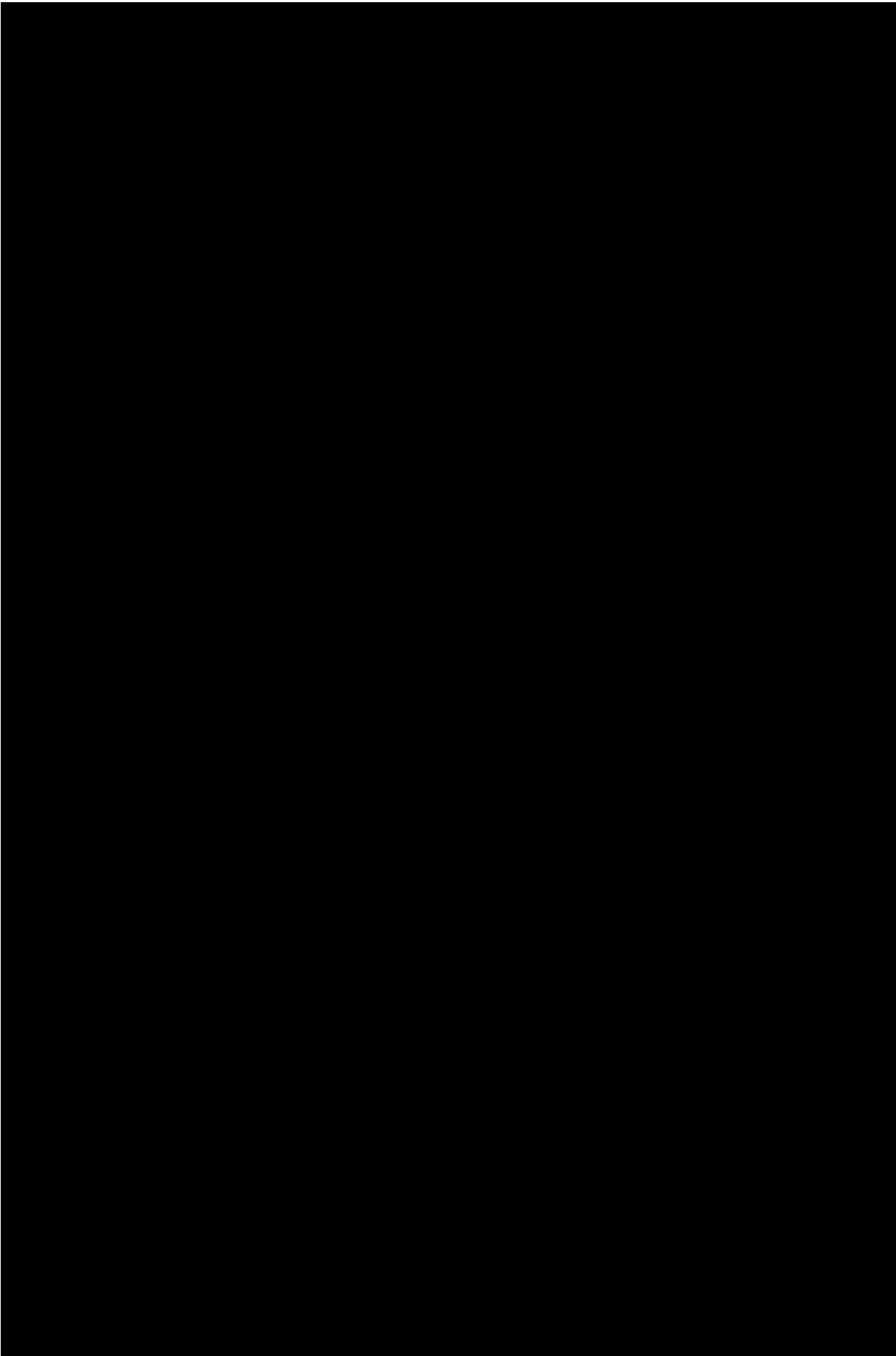


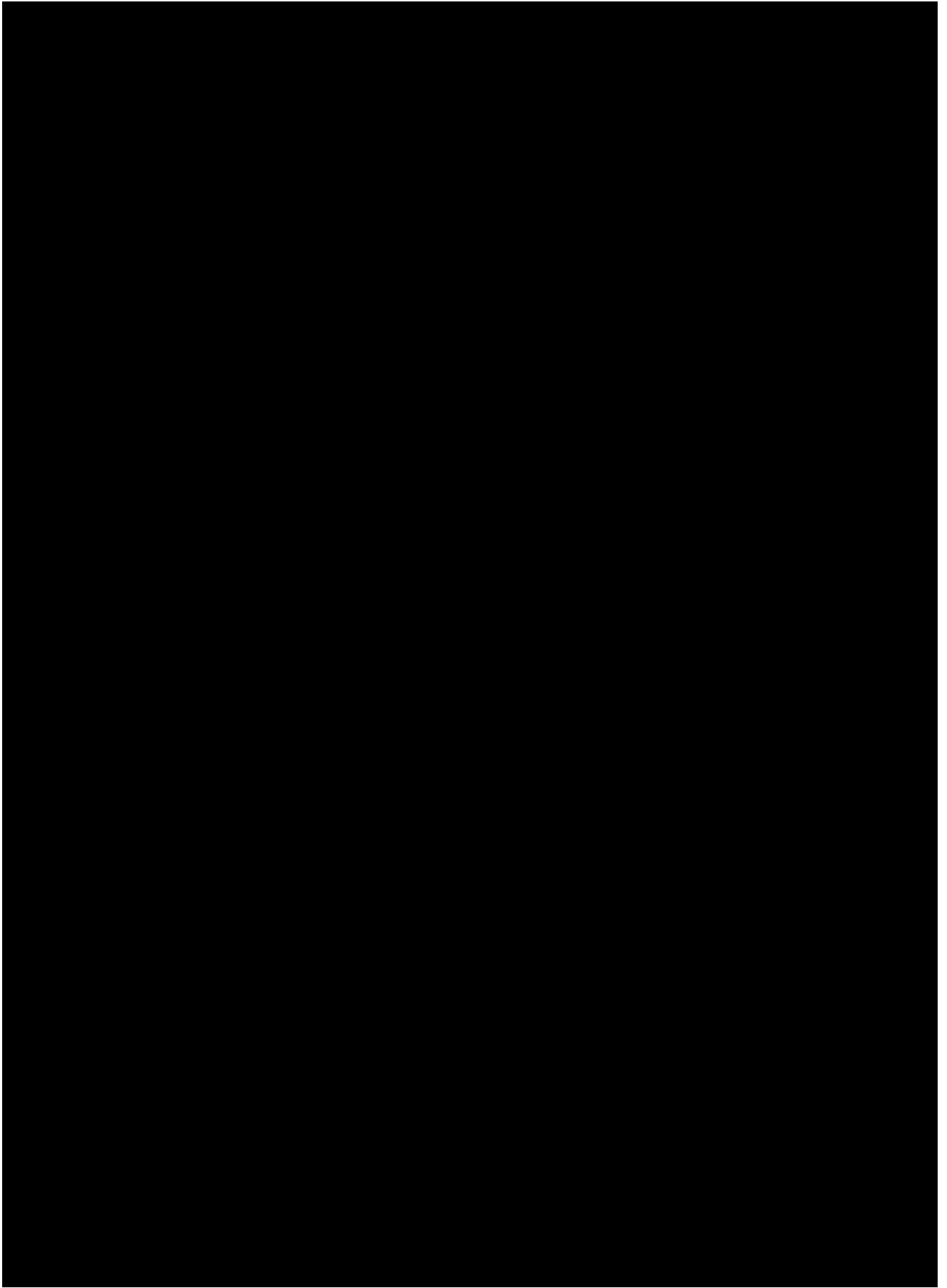


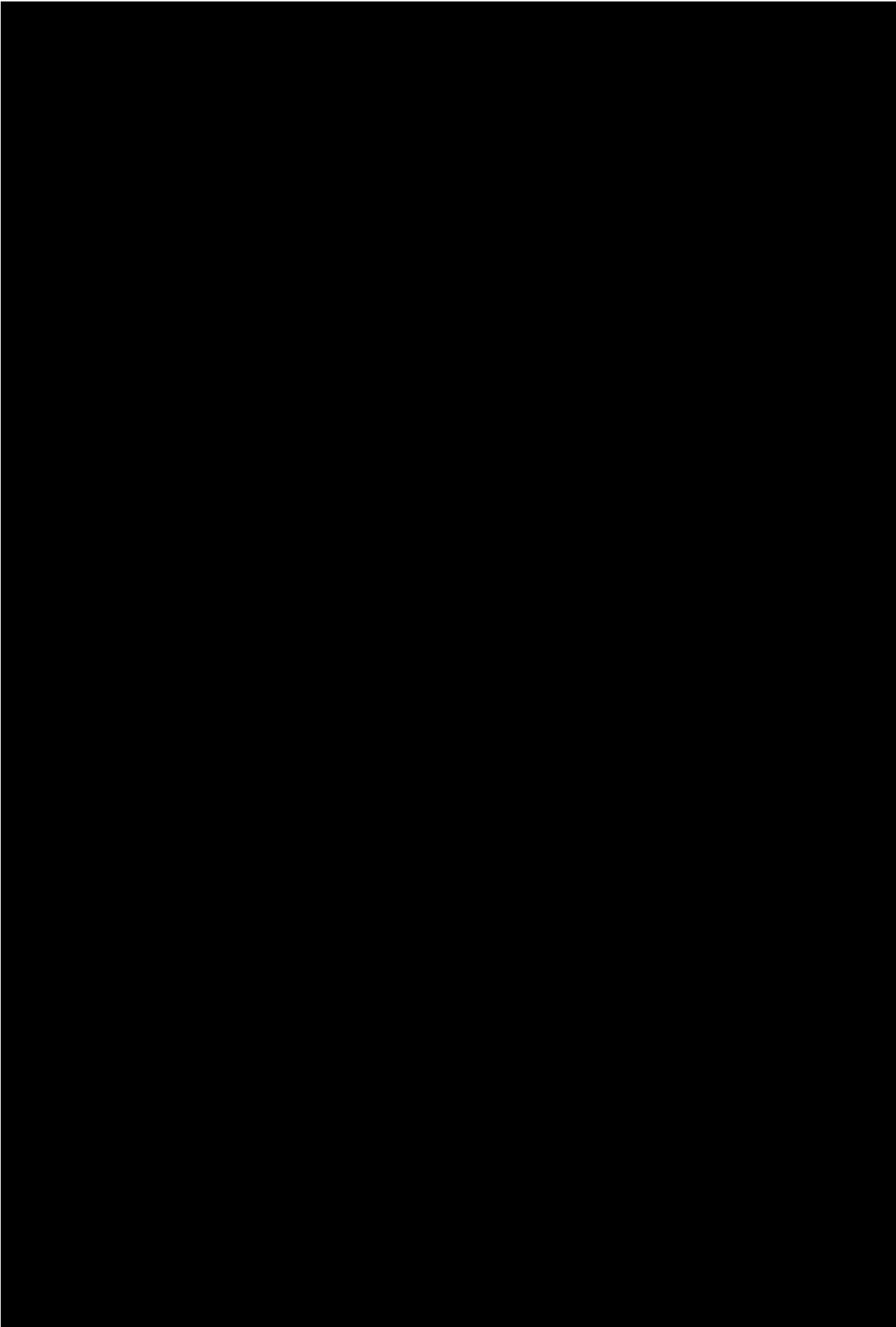


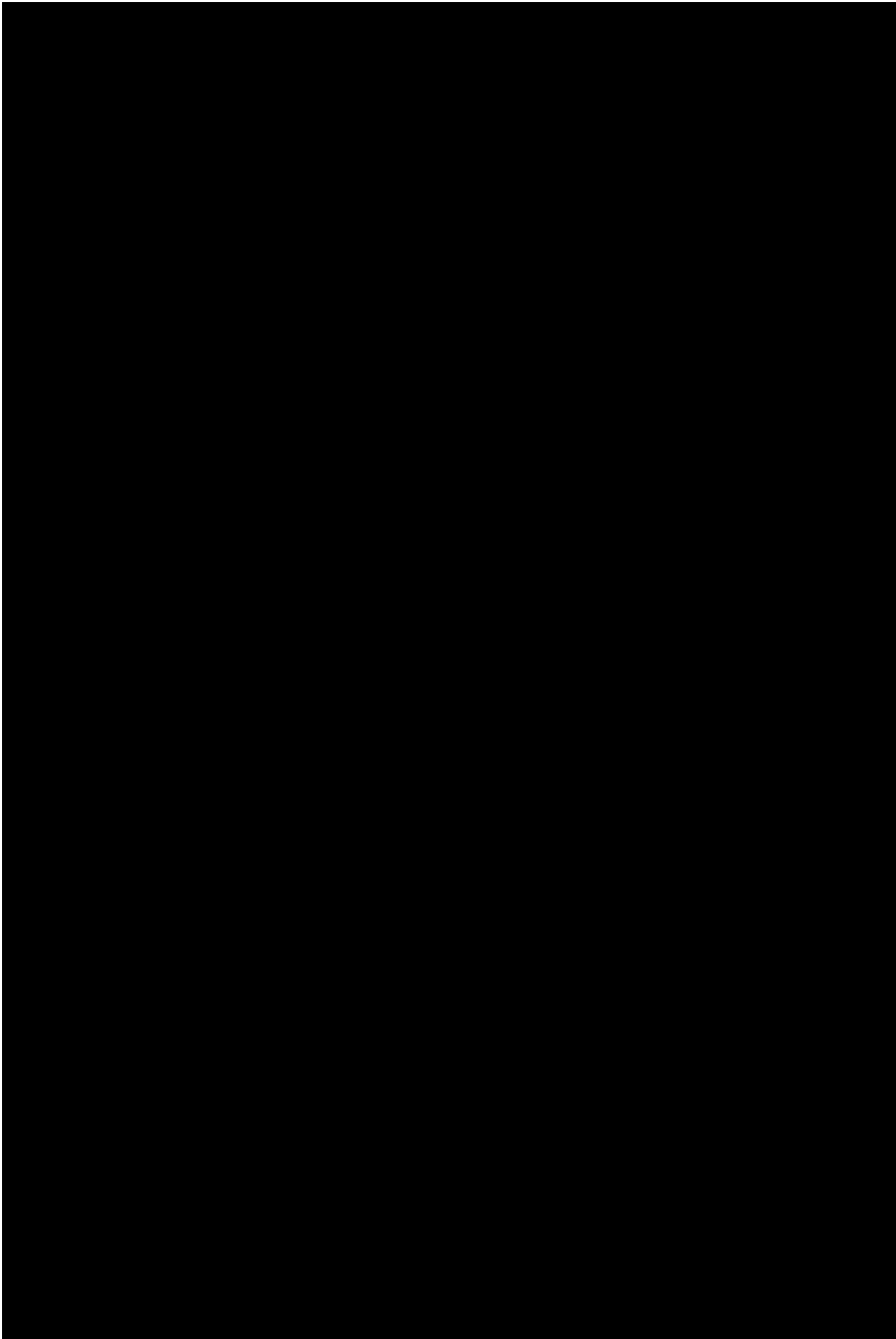


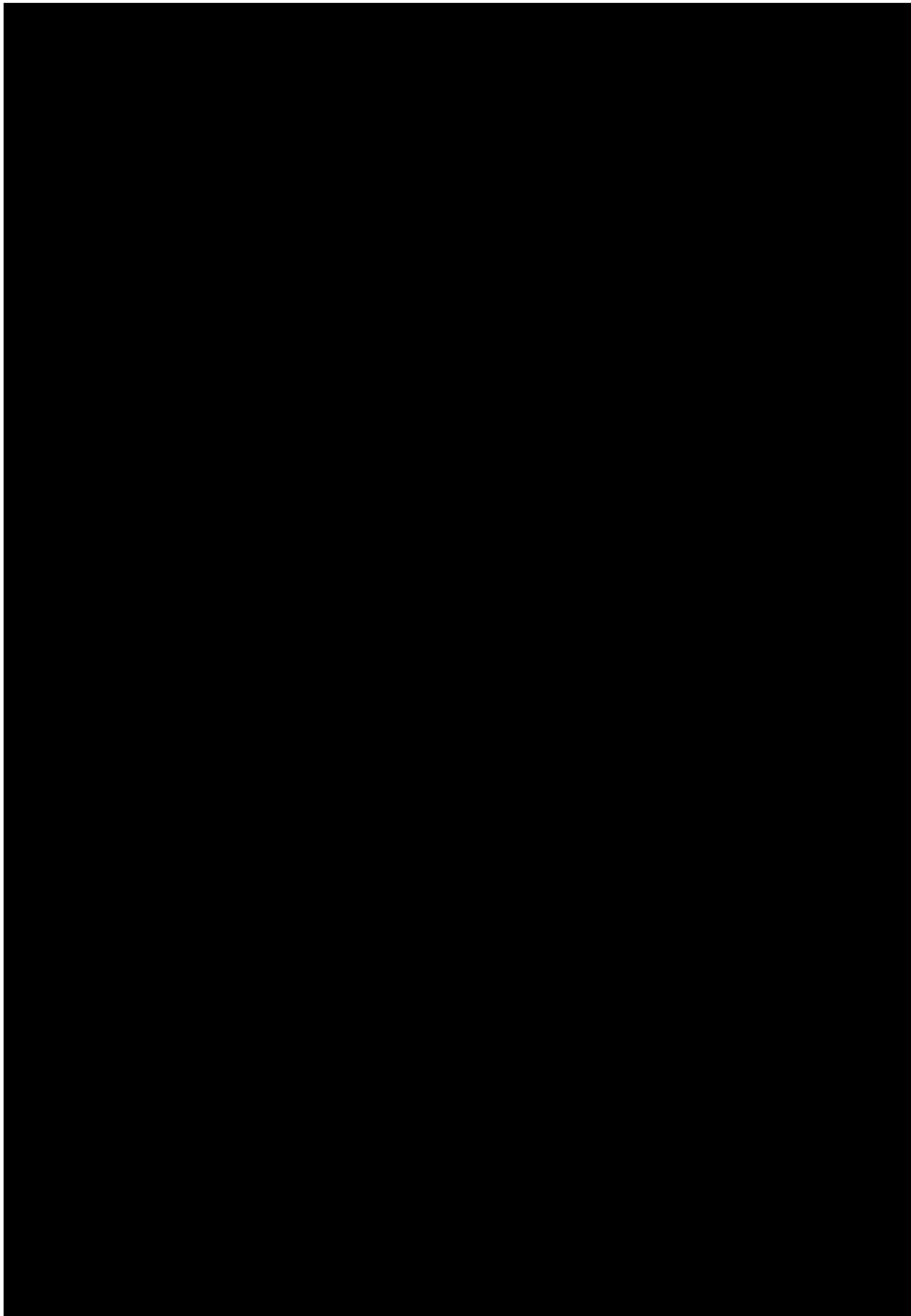


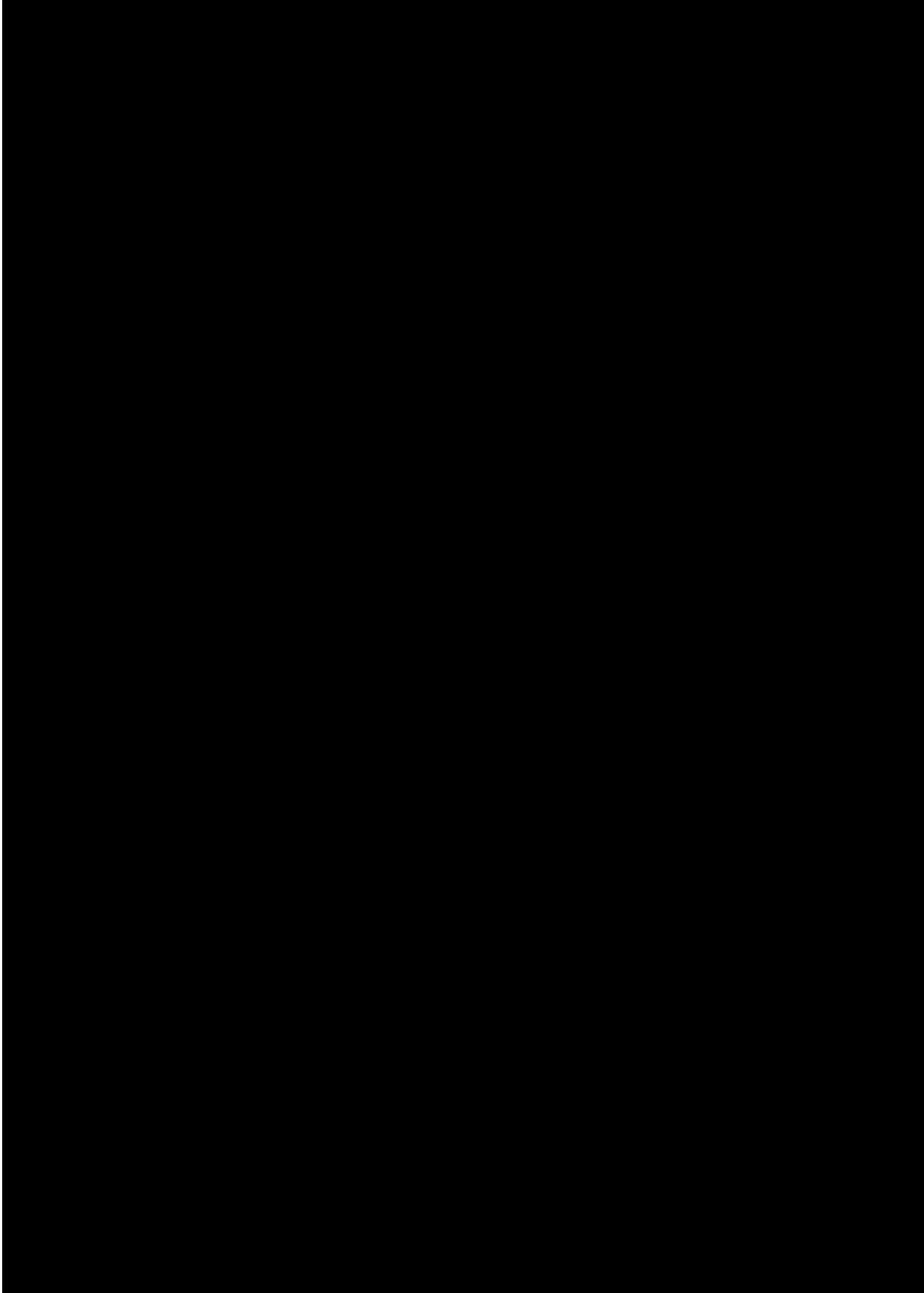


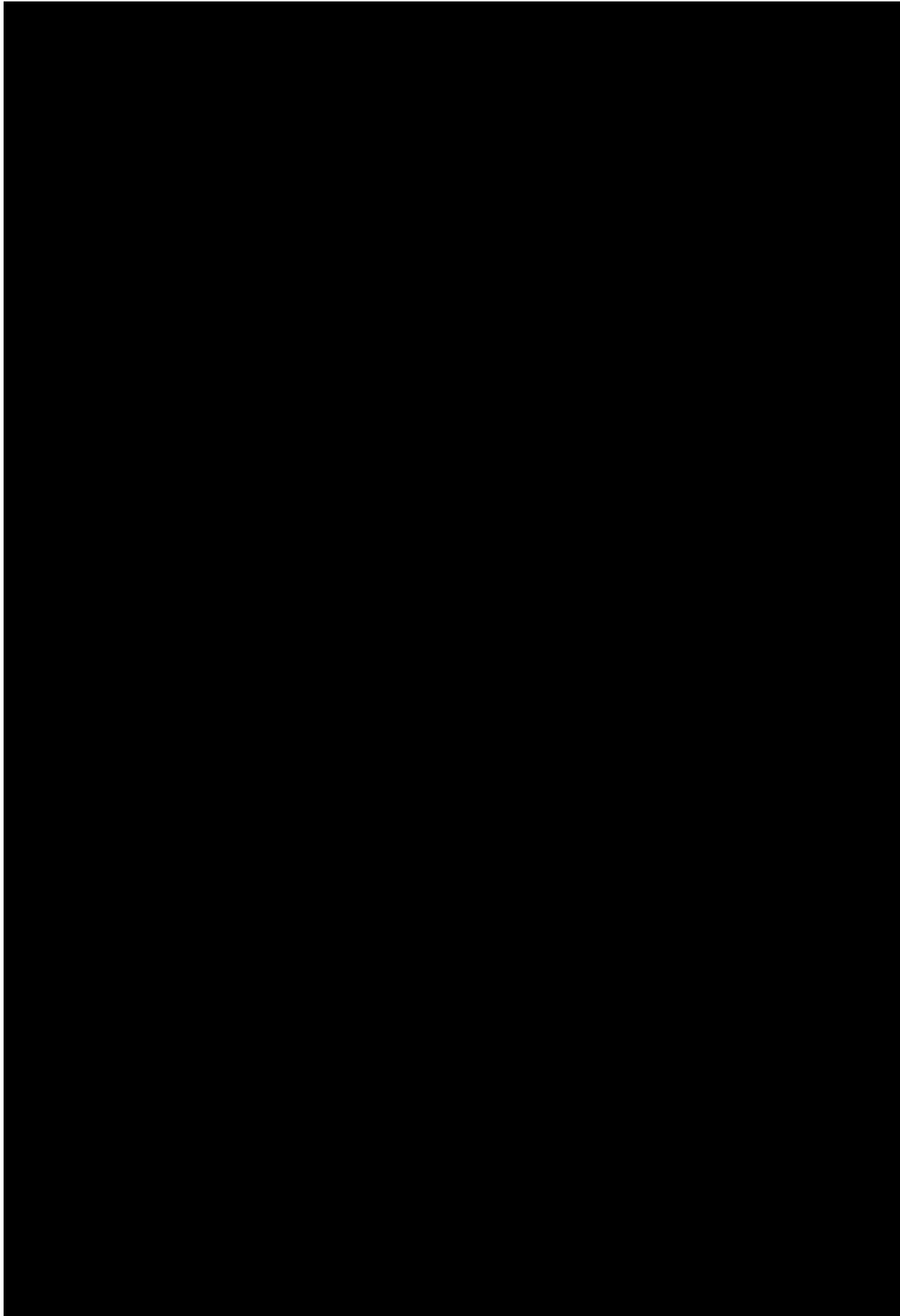


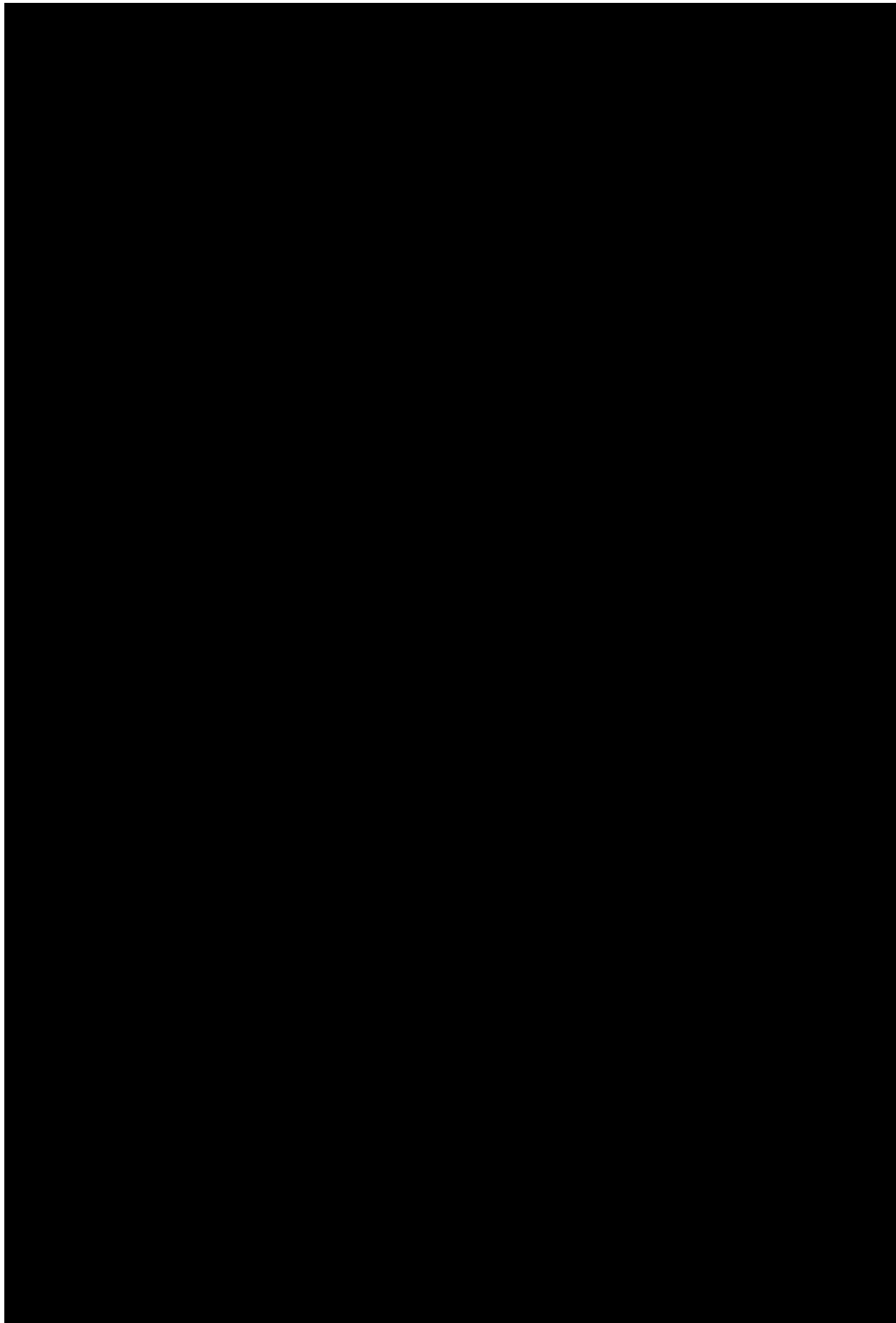


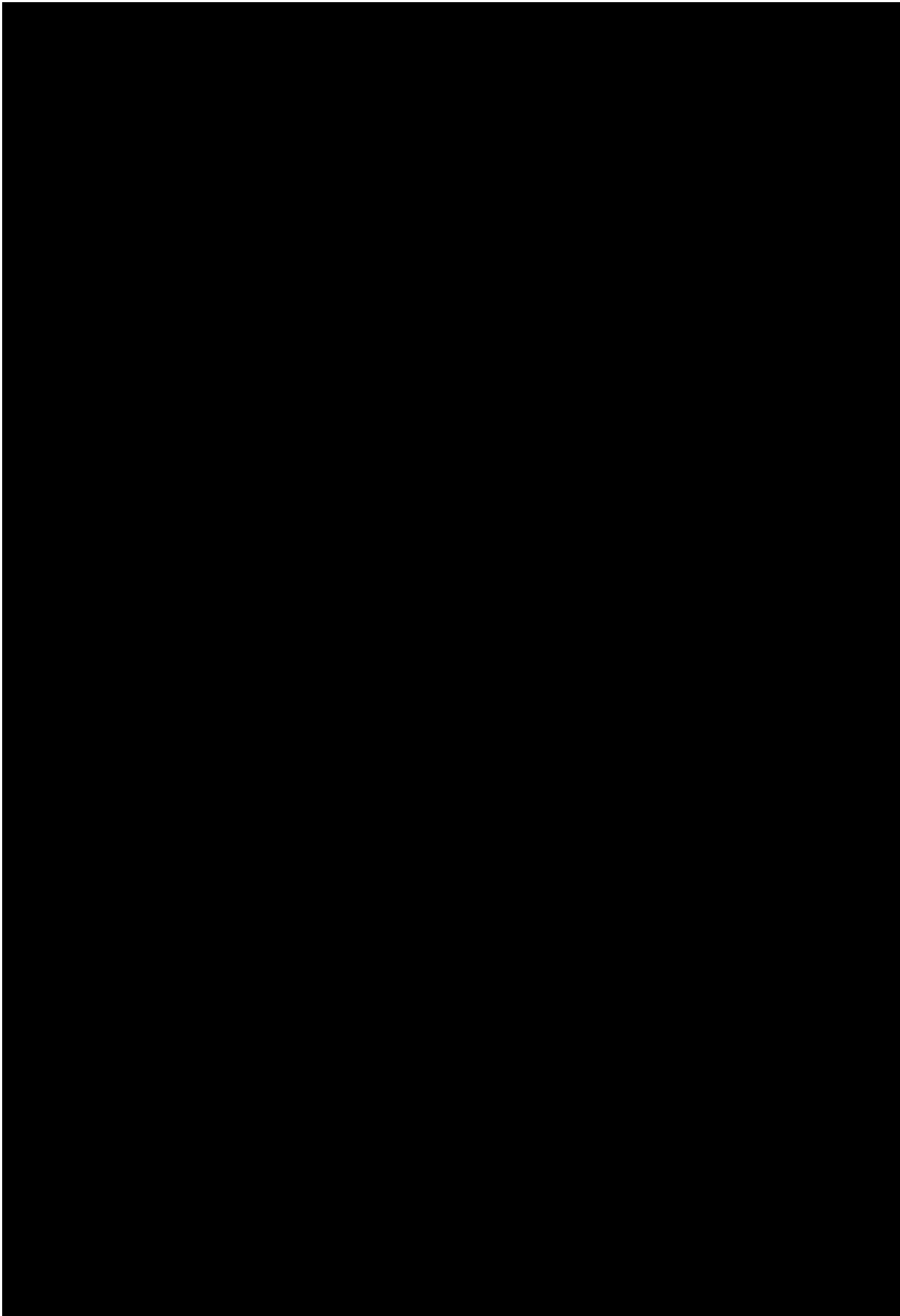


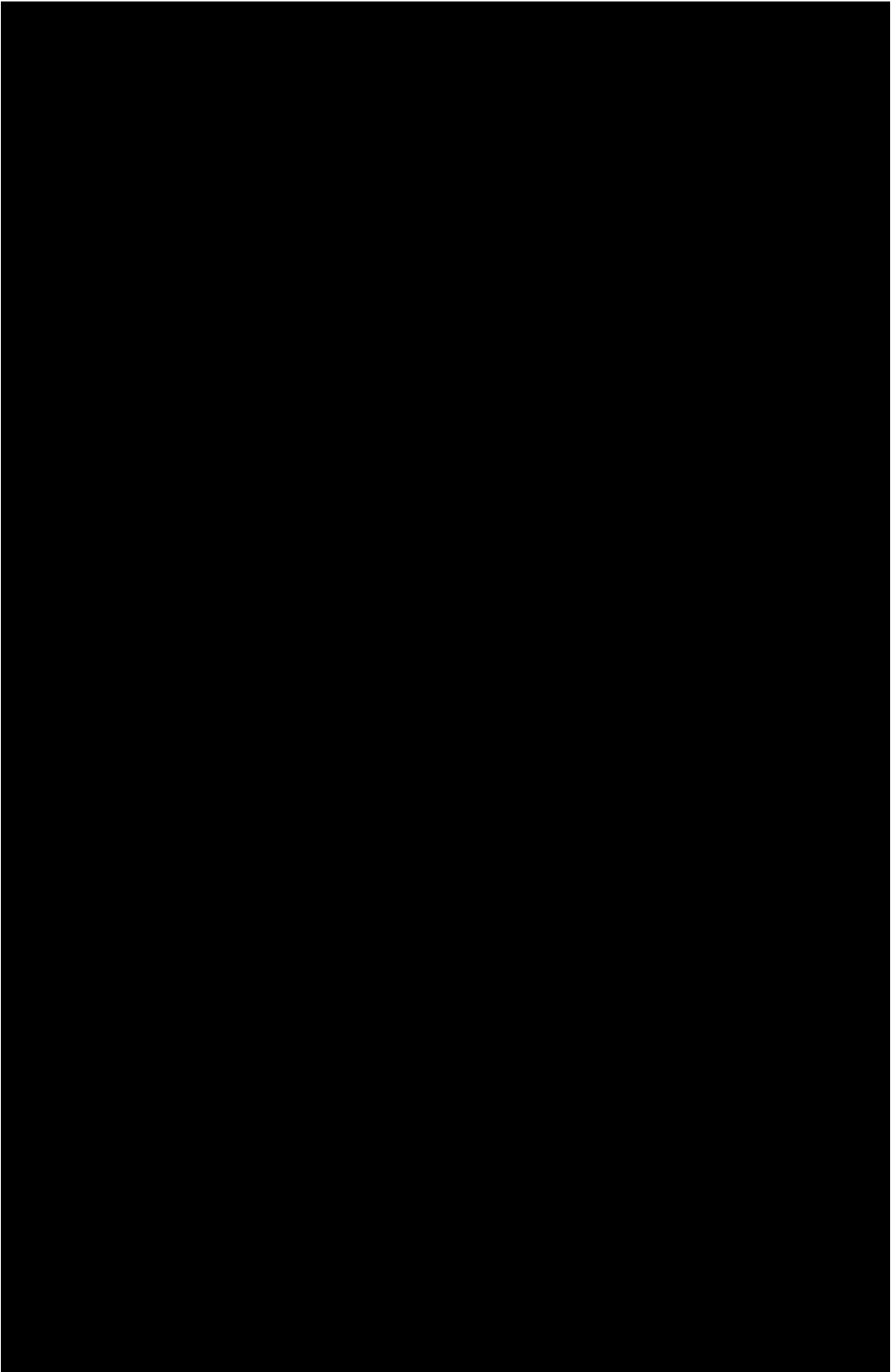


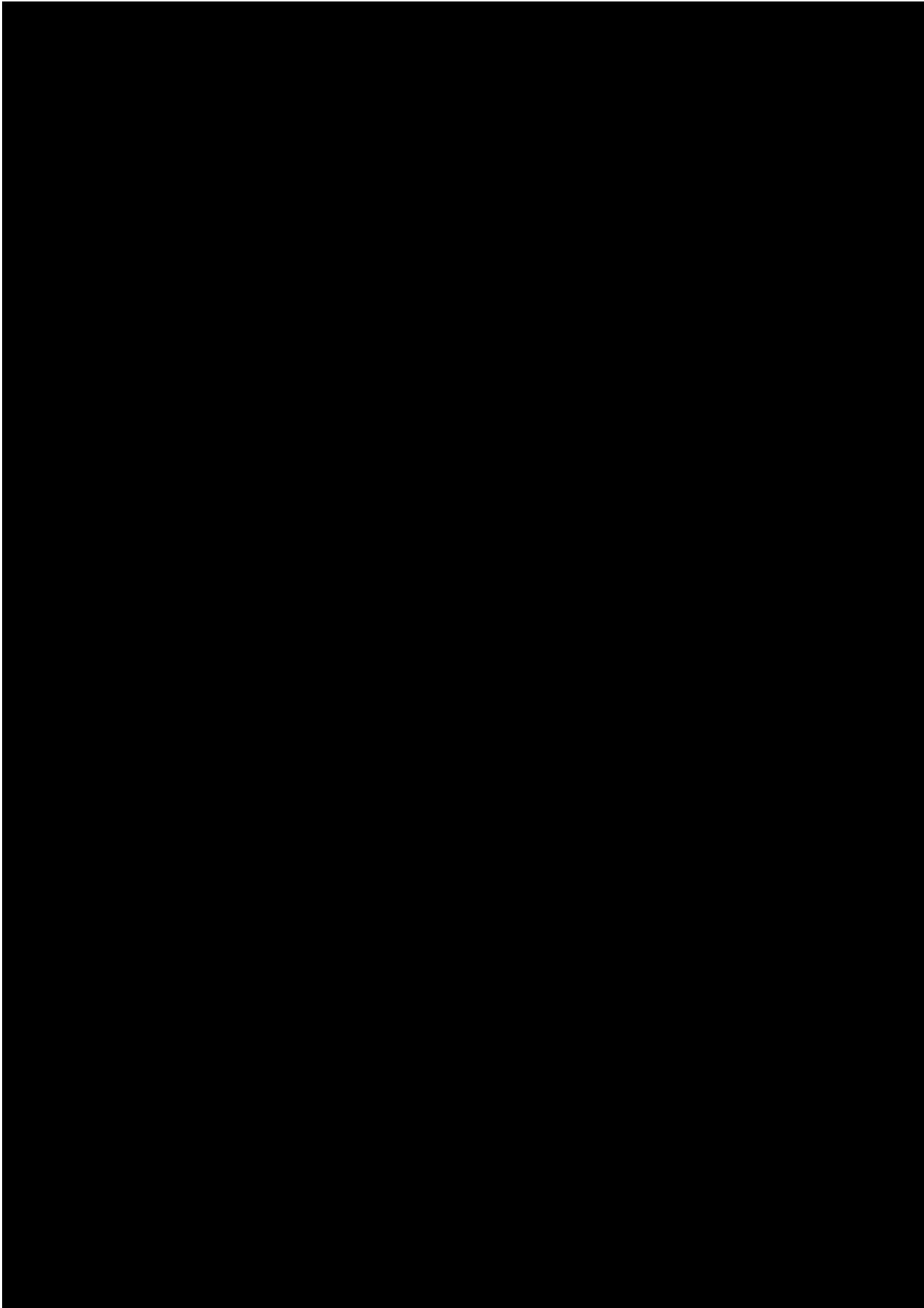


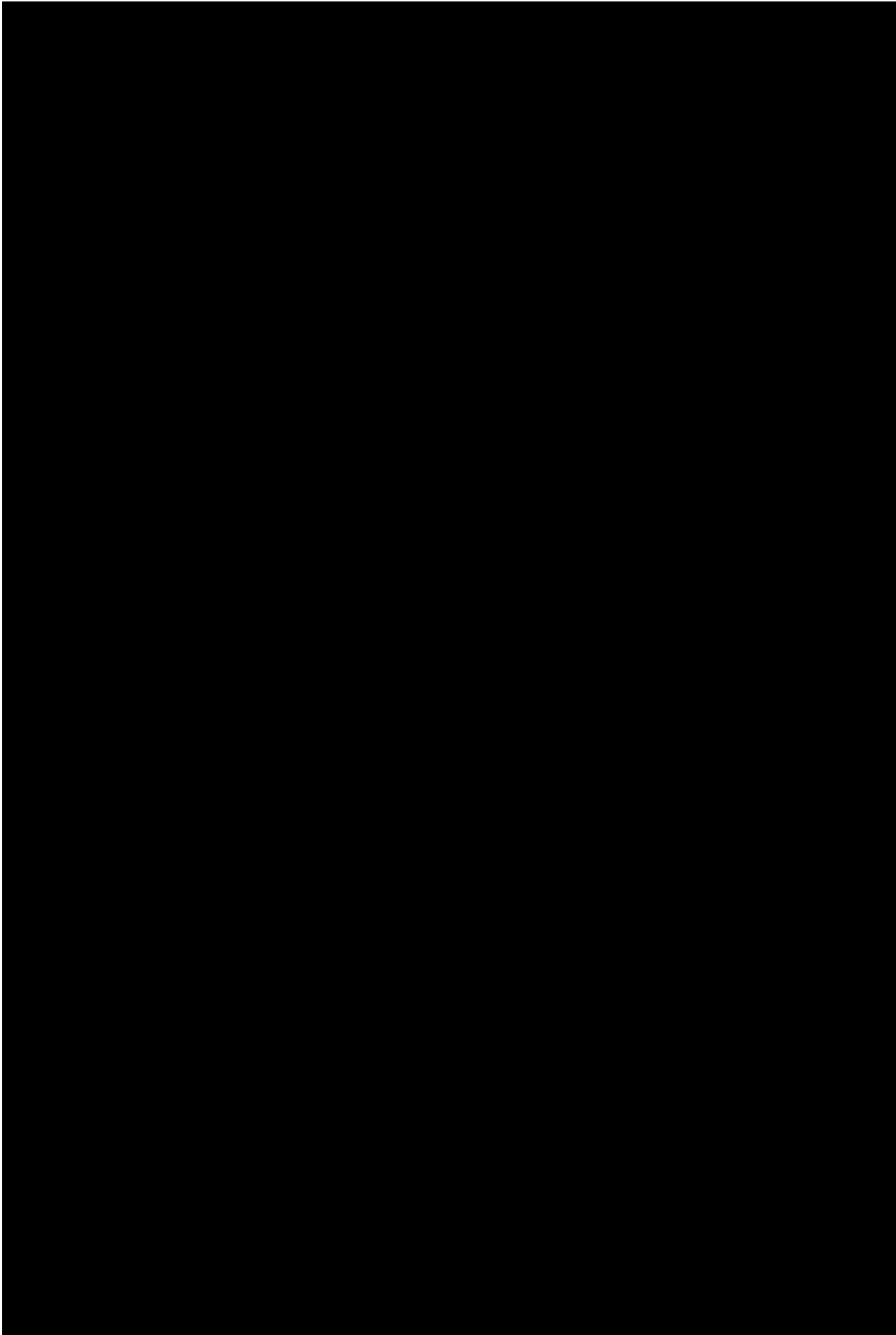


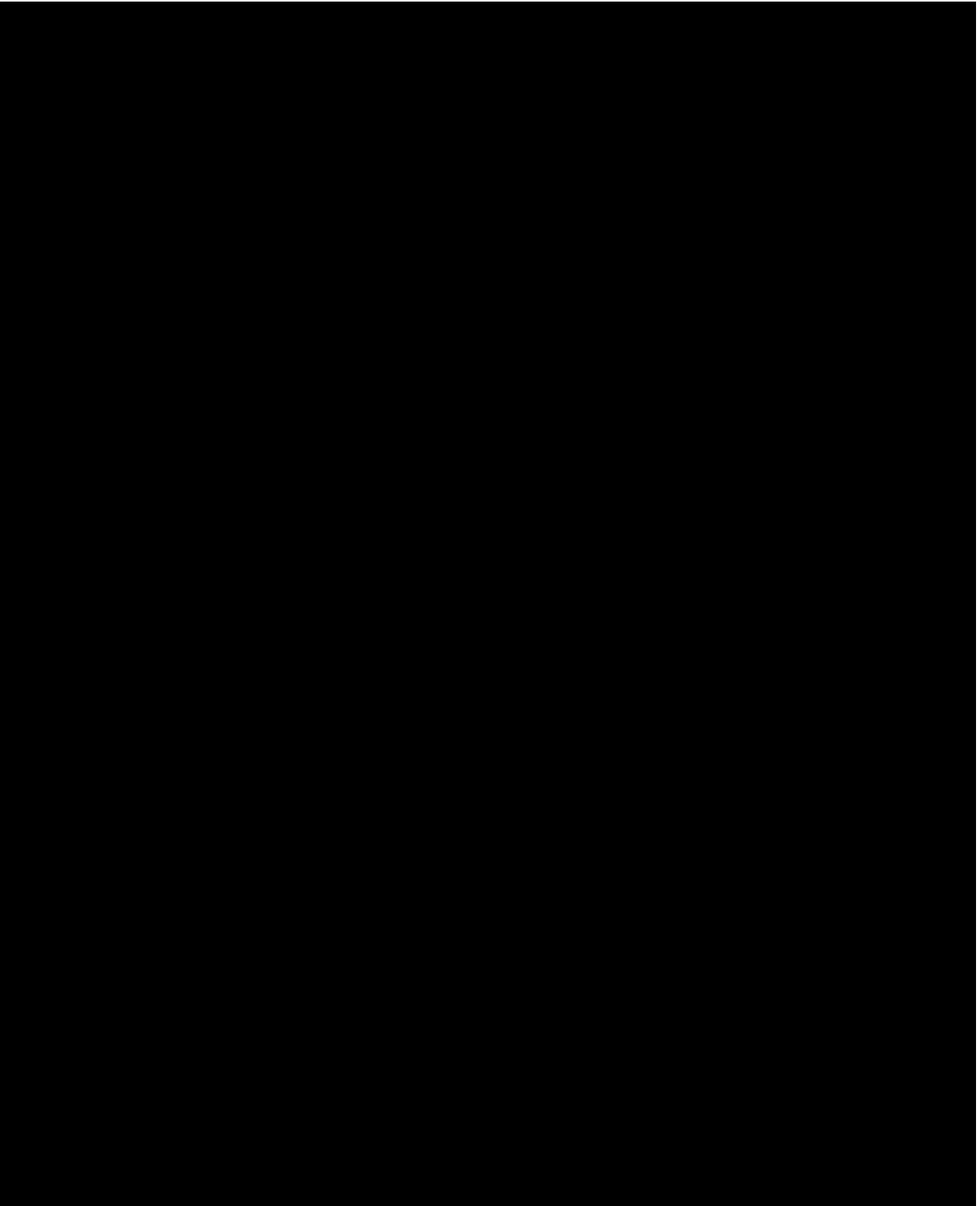


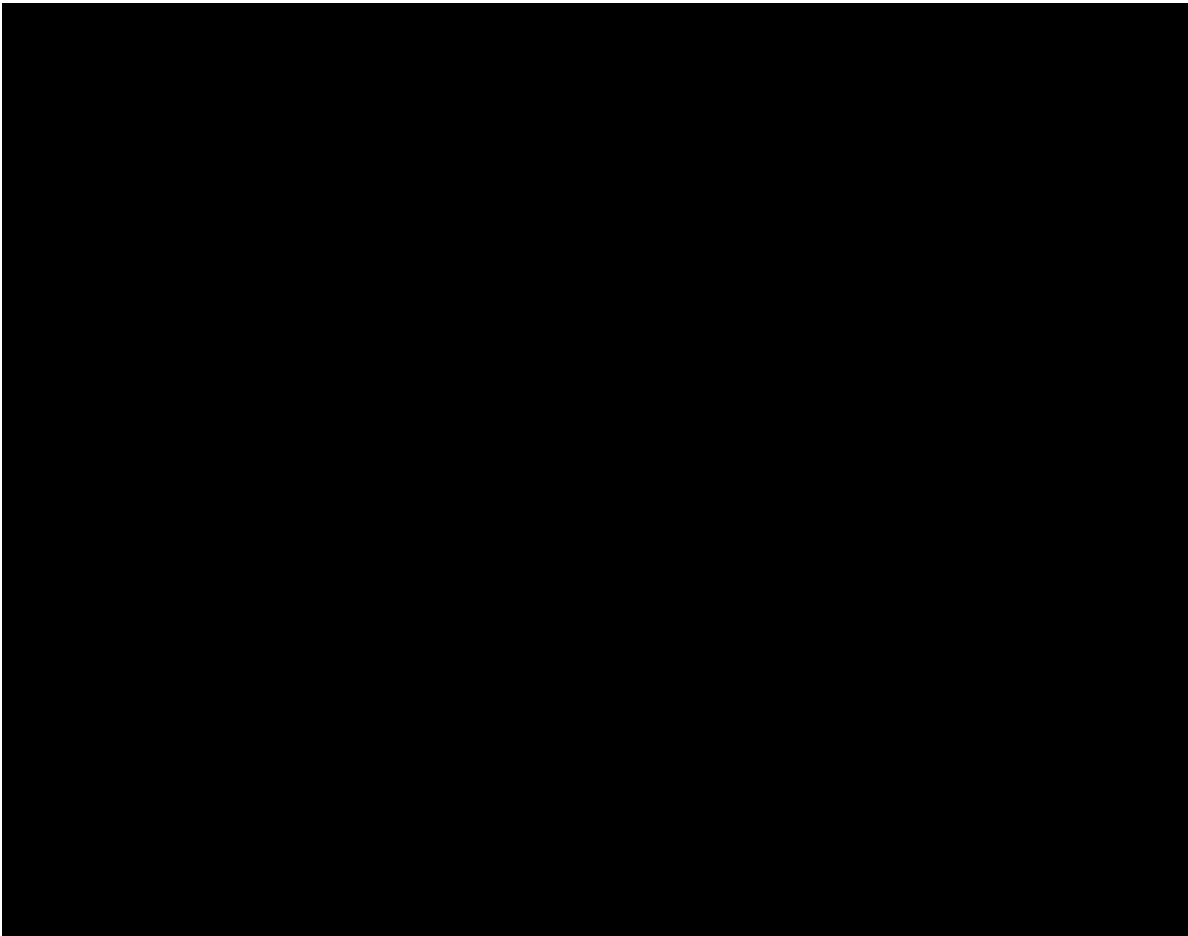


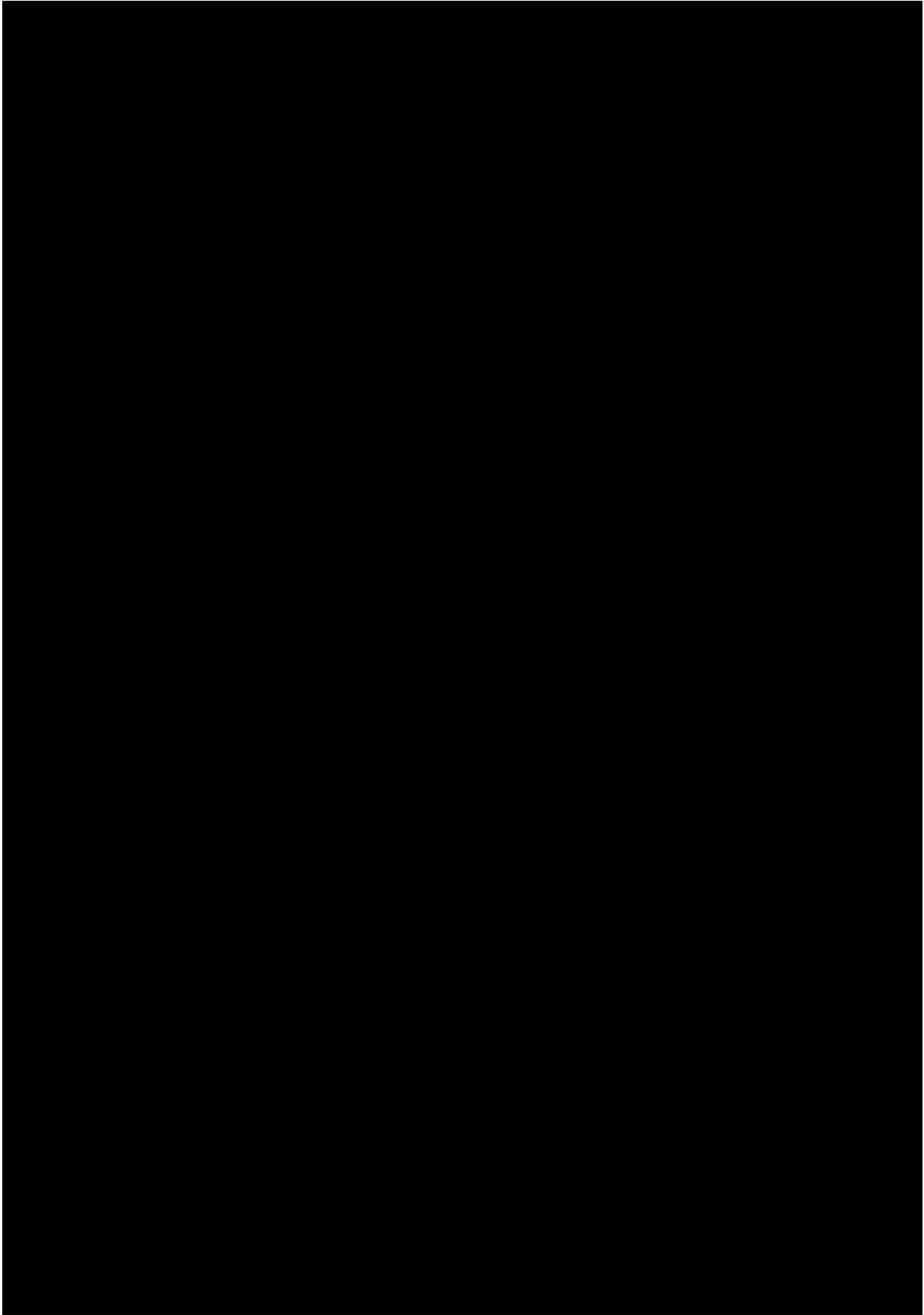












SCHEDULE A27. – NOMINATED SUBCONTRACTS

(Schedule A2 and clause 17.4)

Nominated Work	Subcontractor	Nominated Subcontractor	Form of Nominated Subcontract
Lifts and Escalators Works			The template form of L&E DSI Contract included in Schedule F1 (<i>Electronic files</i>), to be entered into by the WL Contractor in accordance with section 1 below.
BMCS Works			The template form of BMCS DSI Contract included in Schedule F1 (<i>Electronic files</i>), to be entered into by the WL Contractor in accordance with section 2 below.
Public Art Supply Works		The artist engaged in accordance with the process described in Appendix B1.6 of the SWTC.	The form of contract approved in accordance with the process described in Appendix B1.6 of the SWTC.
Videography, filming and editing services		<p>████████████████████</p> <p>████████████████████</p> <p>████████████████████</p> <p>████████████████████</p> <p>████████████████████</p> <p>████████████████████</p> <p>████████████████████</p> <p>████████████████████</p>	The Professional Services Contracts reference PSC No.00013/11009; PSC 0013/10221; PSC No.00013/10454s; PSC No.00013/10882

1. Formation of L&E DSI Contract

The WL Contractor acknowledges and agrees that:

- (a) the Principal has entered into a framework contract with the L&E Contractor under which the L&E Contractor is required to make a standing offer to enter into design, supply and install contracts with other contractors of the Principal for Sydney Metro City & Southwest, including the WL Contractor, on the terms and conditions set out in the template form of L&E DSI Contract included in Schedule F1 (*Electronic files*);
- (b) in order to accept the offer made by the L&E Contractor under the framework contract, the WL Contractor must issue a notice to the L&E Contractor (**L&E Design Notice**) (with a copy to the Principal's Representative) that is:
 - (i) signed by a representative of the WL Contractor who has full authority to enter into the L&E DSI Contract on behalf of and to bind the WL Contractor; and

- (ii) in the form of, and contains all information required by, Schedule 1 (*Form of Design Notice*) of the template form of L&E DSI Contract included in Schedule F1 (*Electronic files*), and includes:
 - (A) in item 11 (*Dates for submission of Design Documentation*) of the L&E Design Notice, submission dates that are not less than the minimum time periods after the date of the L&E Design Notice specified in item 11;
 - (B) in item 12 (*Delay Liquidated Damages*) of the L&E Design Notice, delay liquidated damages of [REDACTED]; and
 - (C) in items 13 (*Contract Sum*), 14 (*Support Services Fee*), 15 (*Additional off-site storage costs*) and 16 (*DCP Extension Fee*), the relevant amounts for each item of equipment forming part of the Lifts and Escalators Works which are consistent with the corresponding amounts set out in Schedule 2 (*DSI Contracts – Indicative scope and pricing schedule*) of the framework contract between the Principal and the L&E Contractor, as provided by the Principal to the WL Contractor;
- (c) upon issue of a valid L&E Design Notice to the L&E Contractor in accordance with paragraph 1(b), the WL Contractor and the L&E Contractor will be deemed to have entered into the L&E DSI Contract, incorporating:
 - (i) the terms and conditions set out in the template form of L&E DSI Contract included in Schedule F1 (*Electronic files*); and
 - (ii) the L&E Design Notice issued by the WL Contractor;
- (d) if the L&E Contractor notifies the WL Contractor that it considers a notice purported to be given by the WL Contractor under paragraph 1(b) does not comply with the requirements of paragraph 1(b), the WL Contractor must work directly and fully cooperate with the L&E Contractor in good faith and do everything reasonably necessary to facilitate the issue of a valid L&E Design Notice; and
- (e) the WL Contractor is not entitled to make any Claim against the Principal arising out of or in connection with any delay or failure to issue a valid L&E Design Notice to the L&E Contractor.

2. **Formation of BMCS DSI Contract**

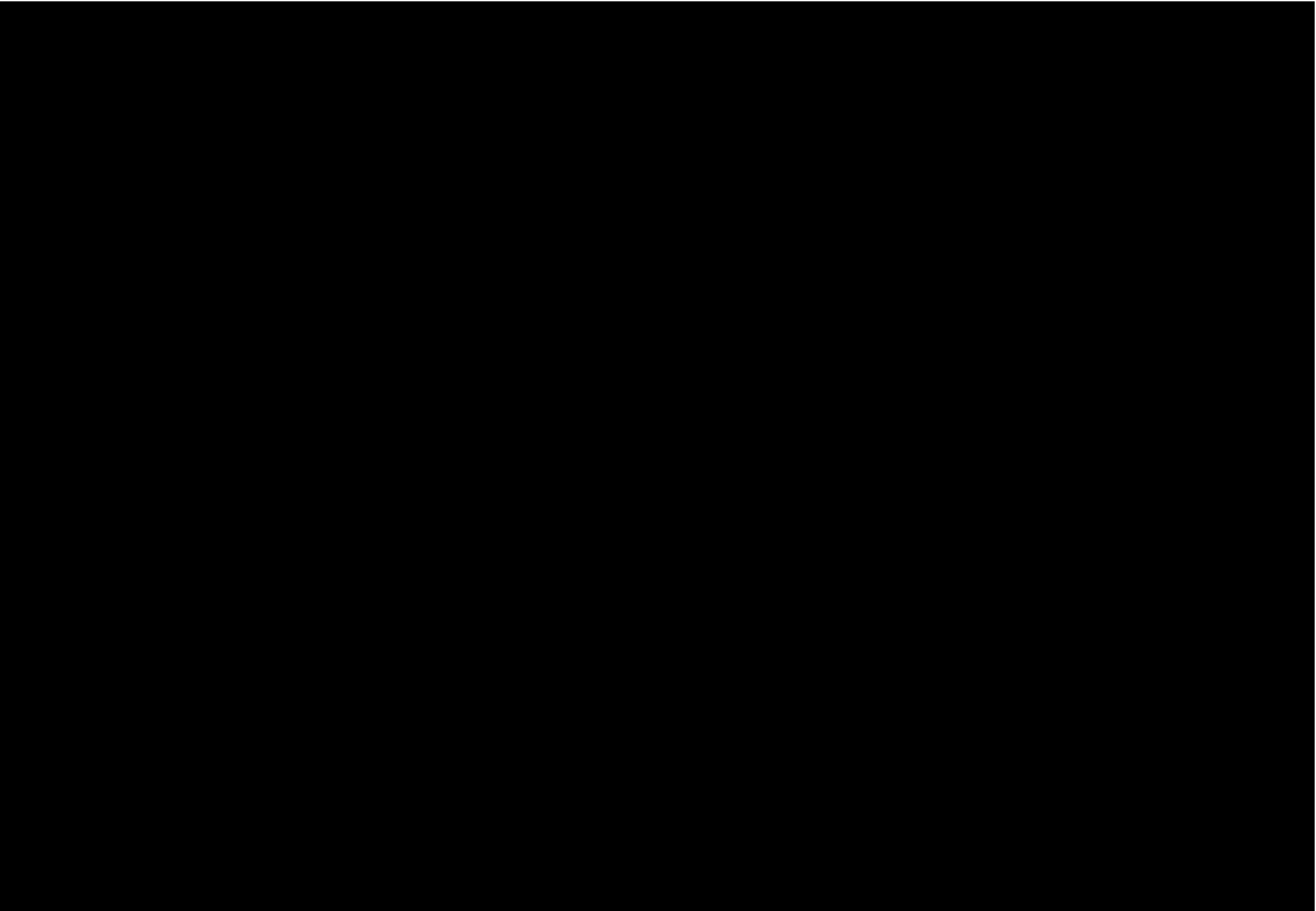
The WL Contractor acknowledges and agrees that:

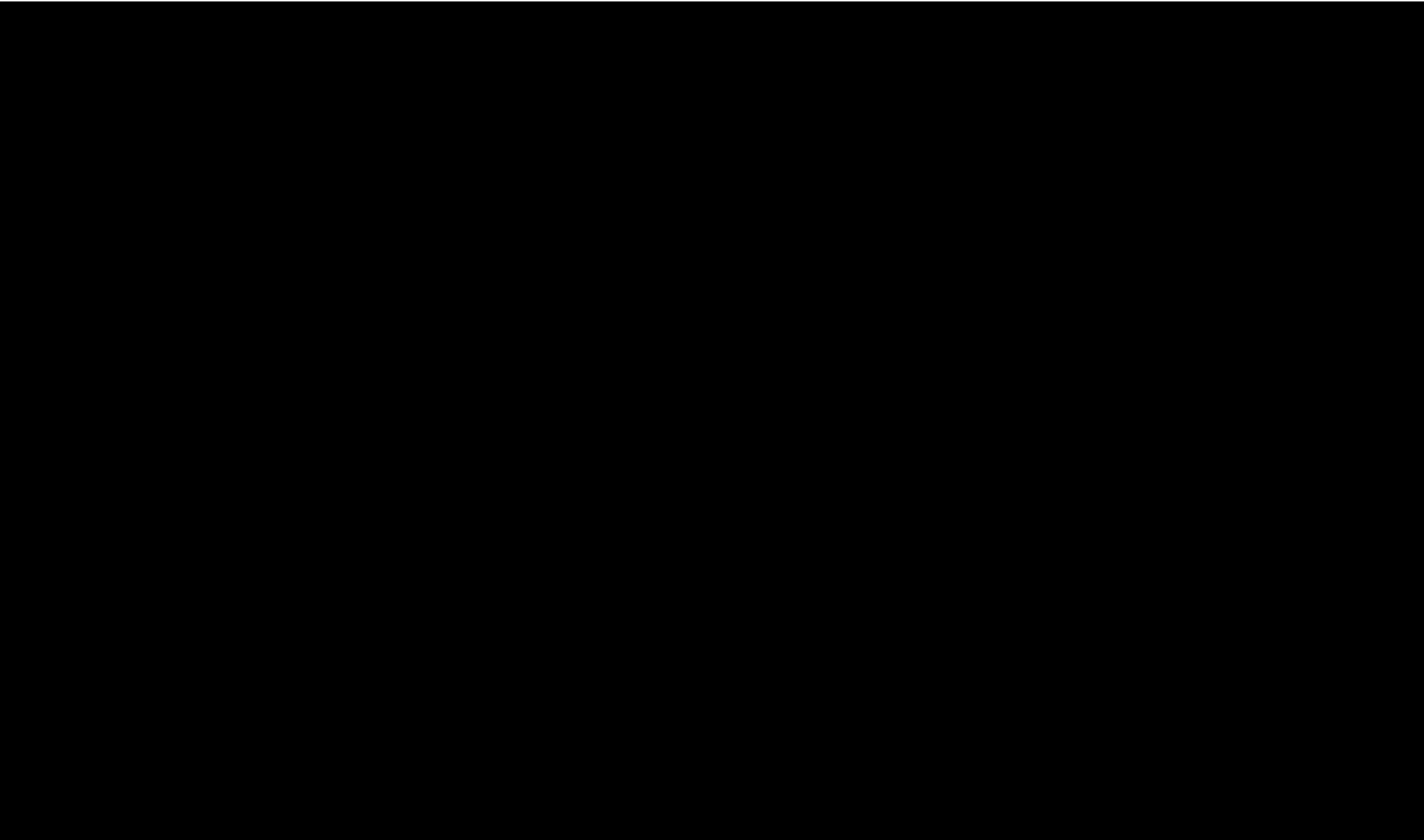
- (a) the Principal has entered into a framework contract with the BMCS Contractor under which the BMCS Contractor is required to make a standing offer to enter into design, supply and install contracts with other contractors of the Principal for Sydney Metro City & Southwest, including the WL Contractor, on the terms and conditions of a template form of BMCS DSI Contract included in Schedule F1 (*Electronic files*);
- (b) in order to accept the offer made by the BMCS Contractor under the framework contract, the WL Contractor will be required to issue a notice to the BMCS Contractor (**BMCS Design Order**) (with a copy to the Principal's Representative) that is:
 - (i) signed by a representative of the WL Contractor who has full authority to enter into the BMCS DSI Contract on behalf of and to bind the WL Contractor; and

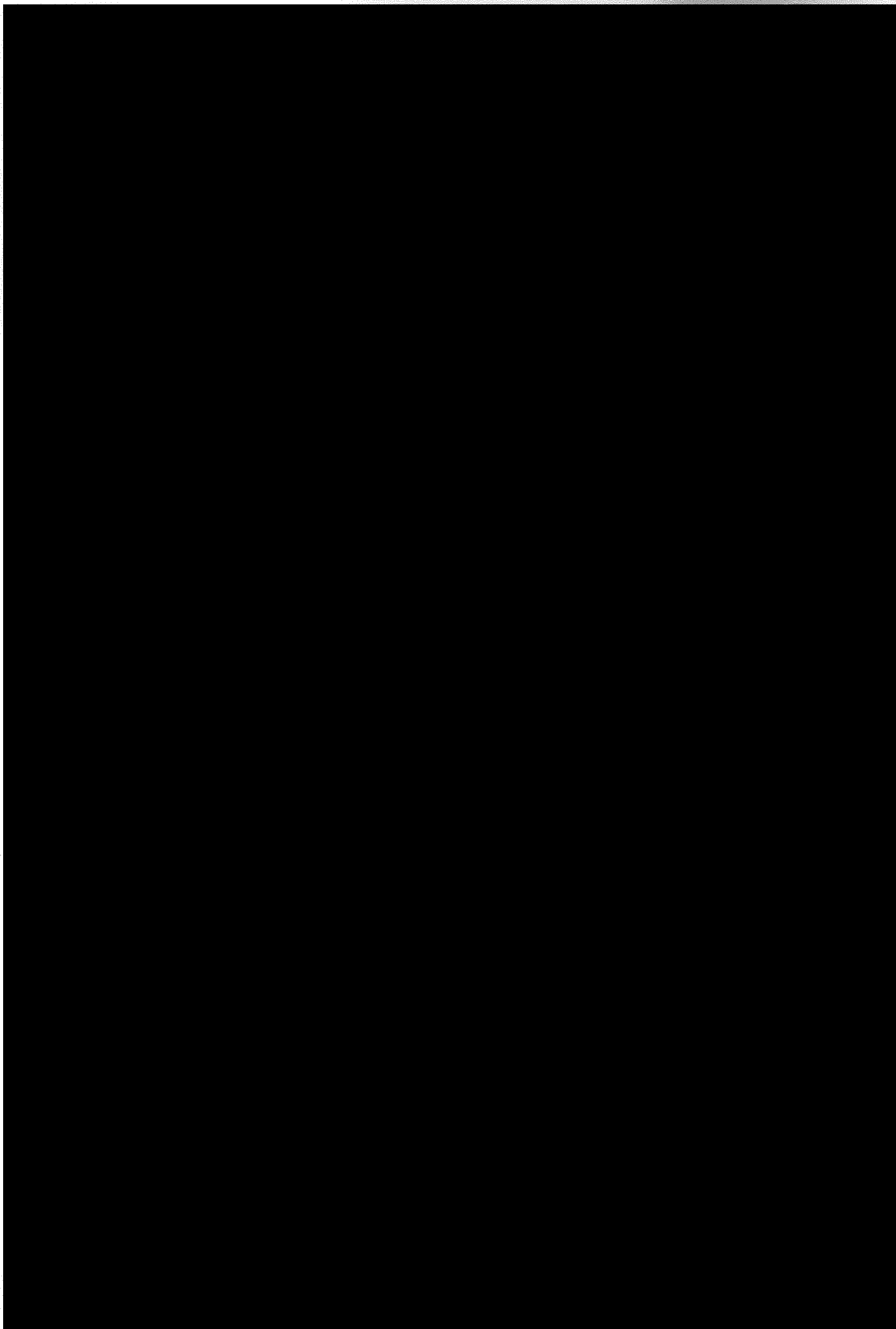
- (ii) in the form of, and contains all information required by, Schedule 2 (*Form of Design Order*) of the template form of BMCS DSI Contract;
- (c) upon issue of a valid BMCS Design Order to the BMCS Contractor in accordance with paragraph 2(b), the WL Contractor and the BMCS Contractor will be deemed to have entered into the BMCS DSI Contract, incorporating:
 - (i) the terms and conditions set out in the template form of BMCS DSI Contract; and
 - (ii) the BMCS Design Order issued by the WL Contractor;
- (d) if the BMCS Contractor notifies the WL Contractor that it considers a notice purported to be given by the WL Contractor under paragraph 2(b) does not comply with the requirements of paragraph 2(b), the WL Contractor must work directly and fully cooperate with the BMCS Contractor in good faith and do everything reasonably necessary to facilitate the issue of a valid BMCS Design Order; and
- (e) the WL Contractor is not entitled to make any Claim against the Principal arising out of or in connection with any delay or failure by the WL Contractor to issue a valid BMCS Design Order to the BMCS Contractor.

SCHEDULE A28. – INFORMATION DOCUMENTS

(Schedule A2 and clause 10.2)







SCHEDULE A29. – PERSONNEL

(Clause 8.6)

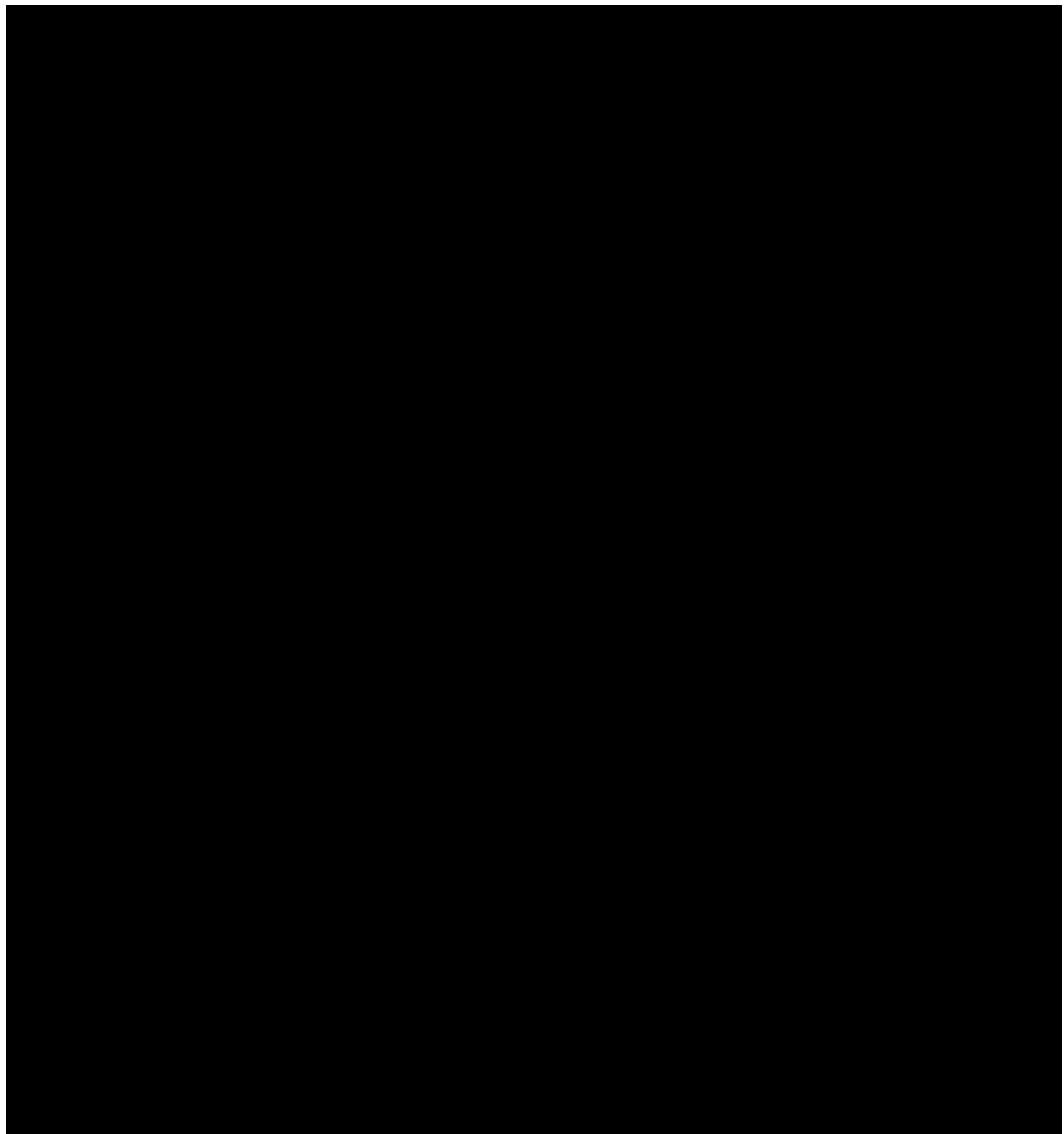
Role Ref	Position	Minimum requirements for qualifications, skills and experience	Nominated Personnel	Organisation
1	Executive Project Director (shared role)	The qualifications, skills and experience referred to in the relevant CV listed in Schedule F1 (<i>Electronic files</i>).		
2	Project Director	The qualifications, skills and experience referred to in the relevant CV listed in Schedule F1 (<i>Electronic files</i>).		
3	Construction Manager	The qualifications, skills and experience referred to in the relevant CV listed in Schedule F1 (<i>Electronic files</i>).		
4	Design Manager	The qualifications, skills and experience referred to in the relevant CV listed in Schedule F1 (<i>Electronic files</i>).		
5	Commercial Manager	The qualifications, skills and experience referred to in the relevant CV listed in Schedule F1 (<i>Electronic files</i>).		
6	Interface Contracts Manager	The qualifications, skills and experience referred to in the relevant CV listed in Schedule F1 (<i>Electronic files</i>).		
7	Stakeholder and Community Relations Manager (shared role)	The qualifications, skills and experience referred to in the relevant CV listed in Schedule F1 (<i>Electronic files</i>).		
8	Sustainability Manager (shared role)	The qualifications, skills and experience referred to in the relevant CV listed in Schedule F1 (<i>Electronic files</i>).		
9	Architectural Design Lead	The qualifications, skills and experience referred to in the relevant CV listed in Schedule F1 (<i>Electronic files</i>).		
10	Structural Design Lead	The qualifications, skills and experience referred to in the relevant CV listed in Schedule F1 (<i>Electronic files</i>).		
11	Building Services Design Lead	The qualifications, skills and experience referred to in the relevant CV listed in Schedule F1 (<i>Electronic files</i>).		
12	Systems Safety Assurance & Integration Manager	The qualifications, skills and experience referred to in the relevant CV listed in Schedule F1 (<i>Electronic files</i>).		

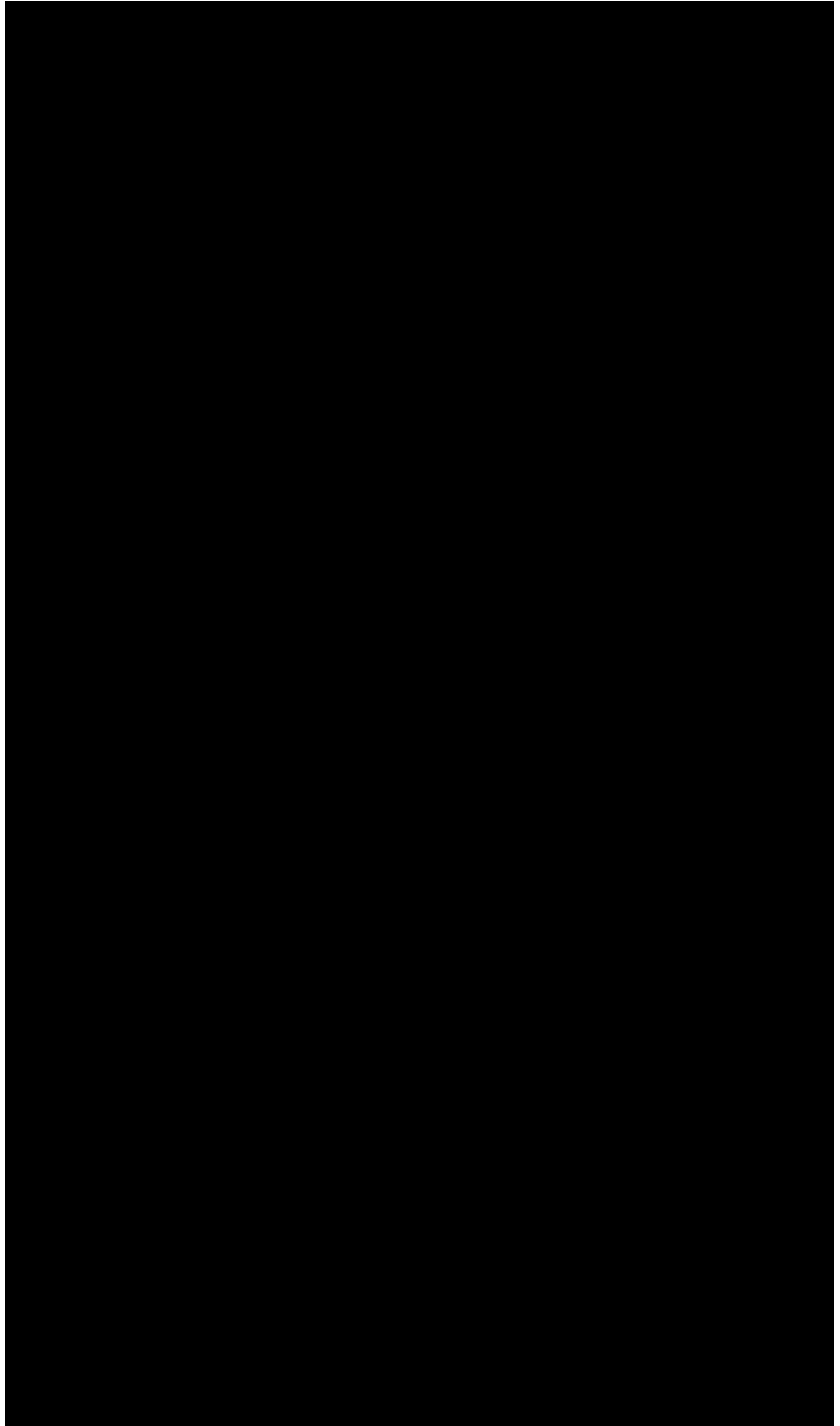
SCHEDULE A30. – HOME BUILDING ACT REQUIREMENTS

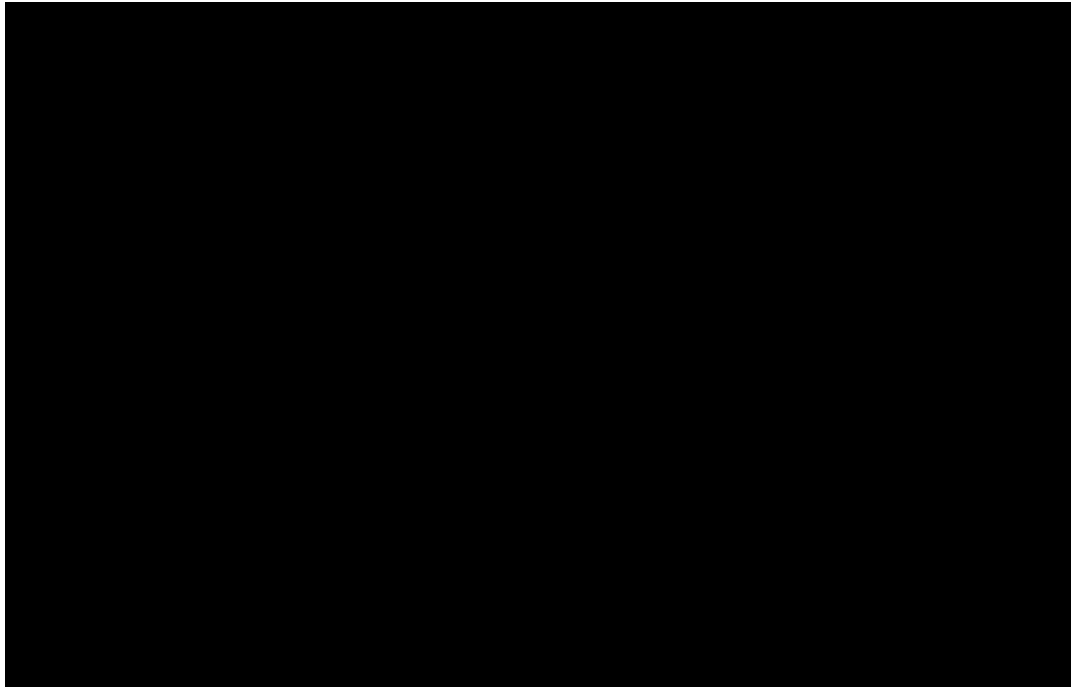
(Clause 7.9)

1. CONTRACT PROVISIONS ALLOWING VARIATION TO THE CONTRACT PRICE

- (a) The parties acknowledge and agree that:
- (i) in accordance with section 7(5) of the Home Building Act, this deed must contain a warning that the contract price (as that term is defined in the Home Building Act) may be varied under this deed and an explanation of the effect of the provision allowing variation of the price; and
 - (ii) the description of each such provision set out in section 1(b) below is a general explanation for the purposes of section 7(5) of the Home Building Act only and does not affect the interpretation of this deed.
- (b) The amounts payable by the Principal to the WL Contractor under this deed (including the Contract Sum) may be varied:







2. HOME BUILDING ACT REQUIREMENTS

2.1 Application of this Section 2 of Schedule A30

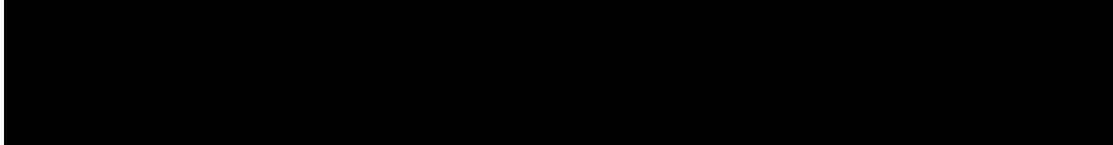
This section 2 of Schedule A30 applies if and to the extent that the Home Building Act and the Home Building Regulation operate in respect to this deed.

2.2 Warranties under section 18B of the Home Building Act

- (a) The WL Contractor provides the following warranties in respect of the Residential SDD Works:
- (i) that the Residential SDD Works will be done with due care and skill and in accordance with the plans and specifications set out in this deed;
 - (ii) that all materials supplied by the WL Contractor will be good and suitable for the purpose for which they are used and that, unless otherwise stated in this deed, those materials will be new;
 - (iii) that the Residential SDD Works will be done in accordance with, and will comply with, the Home Building Act or any other law;
 - (iv) that the Residential SDD Works will be done with due diligence and within the time stipulated in this deed;
 - (v) that, if the Residential SDD Work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the Residential SDD Works will result, to the extent of the Residential SDD Works conducted, in a dwelling that is reasonably fit for occupation as a dwelling; and
 - (vi) that the Residential SDD Works and any materials used in doing the Residential SDD Works will be reasonably fit for the purpose or result specified in this deed.

- (b) The WL Contractor acknowledges that:
 - (i) the warranties set out in this section 2.2 form part of this deed by virtue of the requirements of the Home Building Act and cannot be excluded; and
 - (ii) no provision of this deed can reduce, restrict or remove the statutory warranties set out in this section 2.2.
- (c) The warranties in this section 2.2 supplement, and do not limit, reduce or derogate from, the other provisions of and warranties given under this deed.

2.3 Fees



- (b) provide the Principal with a certificate evidencing that the relevant insurances under the Home Building Act have been obtained immediately following the issue of such certificates of insurance (if required under the Home Building Act).

2.4 Requirements under Schedule 2 of the Home Building Act

- (a) All Residential SDD Work done under this deed will comply with:
 - (i) the *Building Code of Australia* (to the extent required under the EP&A Act, including any regulation or other instrument made under the EP&A Act);
 - (ii) all other relevant codes, standards and specifications that the work is required to comply with under any law; and
 - (iii) the conditions of any relevant development consent or complying development certificate.
- (b) Despite paragraph (a), this deed may limit the liability of the WL Contractor for a failure to comply with paragraph (a) if the failure relates solely to:
 - (i) a design or specification prepared by or on behalf of the Principal (but not by or on behalf of the WL Contractor), or
 - (ii) a design or specification required by the Principal, if the WL Contractor has advised the Principal in writing that the design or specification contravenes paragraph (a).

2.5 Termination

This deed may be terminated in the circumstances provided by the general law and this does not prevent the parties agreeing to additional circumstances in which this deed may be terminated.

**JOHN
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SCHEDULE A31. – HOME BUILDING REGULATION CHECKLIST

(Clause 7.9(c))

Checklist for owners entering into contracts for residential building work worth more than \$20,000 (on and from 1 March 2015).

No.	Item	Yes	No
1.	Have you checked that contractor holds a current contractor licence?	Yes	No
2.	Does the licence cover the type of work included in the contract?	Yes	No
3.	Is the name and number on the contractor's licence the same as on the contract?	Yes	No
4.	Is the work to be undertaken covered in the contract, drawings or specification?	Yes	No
5.	Does the contract clearly state a contract price or contain a warning that the contract price is not known?	Yes	No
6.	If the contract price may be varied, is there a warning and an explanation about how it may be varied?	Yes	No
7.	Are you aware of the cooling-off provisions relating to the contract?	Yes	No
8.	Is the deposit within the legal limit of 10%?	Yes	No
9.	Does the contract include details of the progress payments payable under the contract?	Yes	No
10.	Do you understand the procedure to make a variation to the contract?	Yes	No
11.	Are you aware of who is to obtain any council or other approval for the work?	Yes	No
12.	Do you understand that you are not required to pay the contractor a deposit or any progress payments until the contractor has given you a certificate of insurance under Part 6 or Part 6B of the Home Building Act (except where the work is of a kind that does not require insurance)?	Yes	No
13.	Does the contract include either of the following: (a) the cost of the insurance under Part 6 of the Home Building Act, (b) the cost of the alternative indemnity product under Part 6B of the Home Building Act?	Yes	No

**JOHN
HOLLAND**

No.	Item	Yes	No
14.	Has the contractor given you a copy of the Consumer Building Guide, which provides key information about your rights and responsibilities under NSW's home building laws and where to get more information?	Yes	No
15.	Does the contract include a statement about the circumstances in which the contract may be terminated?	Yes	No

Signatures

Do not sign the deed unless you have read and understand the clauses as well as the notes and explanations contained in this deed and this Schedule A31.

If you have answered "no" to any question in the checklist, you may not be ready to sign this deed.

Both the WL Contractor and the Principal should retain an identical signed copy of this deed including the drawings, specifications and other attached documents. Make sure that you initial all attached documents and any amendments or deletions to this deed.

Signed copy of contract

Under the Home Building Act a signed copy of this deed must be given to the Principal within 5 Business Days after this deed is entered into.

Insurance under Part 6 or Part 6B of the Home Building Act

The WL Contractor must provide you with a certificate of insurance under Part 6 or Part 6B of the Home Building Act before the WL Contractor commences work and before the WL Contractor can request or receive any payment.

Acknowledgement of owners

I/We have been given a copy of the Consumer Building Guide and I/we have read and understand it.

I/We have completed the checklist and answered "Yes" to all items on it.

SIGNED for **SYDNEY METRO** ABN 12 354 063 515 by its duly authorised officer, in the presence of:

Signature of Delegate

Signature of witness

Name

Name

JOHN HOLLAND
Schedule A31

SCHEDULE B1. – GOVERNANCE GROUPS

(Schedule A2 and clause 8.11)

1. PROJECT CONTROL GROUP

- (a) **(Establishment)** A Project Control Group must be established consisting of:
- (i) the Principal's Representative;
 - (ii) the WL Contractor's Representative;
 - (iii) 2 persons from each of the Principal and the WL Contractor holding positions more senior than the persons referred to in clause 1(a)(i) and clause 1(a)(ii) of this Schedule B1 (as applicable to the relevant party);
 - (iv) not used; and
 - (v) such other persons as the Principal and the WL Contractor agree.
- (b) **(Delegates)** The persons referred to in clause 1(a)(i) and clause 1(a)(ii) of this Schedule B1 may appoint delegates (of an equivalent level of seniority or experience) to attend Project Control Group meetings in their absence.
- (c) **(Objectives)** The objectives of the Project Control Group are to:
- (i) facilitate the development of a collaborative working relationship between the parties;
 - (ii) monitor the overall progress of the WL Contractor's Activities;
 - (iii) assist with the resolution of any matters or Disputes referred to the Project Control Group by a party, including issues arising out of the subject of the Third Party Agreements and the Project Cooperation and Integration Deeds;
 - (iv) review each Progress Report provided by the WL Contractor; and
 - (v) review and consider such other matters relating to the WL Contractor's Activities as are agreed between the parties from time to time.
- (d) **(Frequency of meetings)** The Project Control Group will meet monthly prior to the last Portion Handover Date, unless the parties agree otherwise.
- (e) **(Administration)** The Principal's Representative will convene the meetings of the Project Control Group. The meetings will be chaired by the most senior attendee from the Principal.
- (f) **(Principal may require certain representatives to attend)** At the Principal's request, the WL Contractor must procure the attendance of representatives of any Subcontractor at meetings of the Project Control Group.
- (g) **(Principal may bring certain representatives)** The Principal may invite representatives of the Operator, the TSOM Contractor, the LW Contractor, any other Interface Contractor, the State or any Authority to attend any meeting of the Project Control Group.
- (h) **(Members of IDAR Panel)** The members of the IDAR Panel may, by invitation of either party, attend a Project Control Group meeting but will not be members of the Project Control Group.

2. **TECHNICAL WORKING GROUPS**

- (a) **(Disciplines)** Technical Working Groups will be established in relation to particular aspects of the WL Contractor's Activities and, in particular, in accordance with the section 4 of Appendix F1 of the SWTC.
- (b) **(Composition)** The composition of each Technical Working Group will include a nominated representative of the Principal, the WL Contractor and the Independent Certifier, representatives nominated in accordance with section 4 of Appendix F1 of the SWTC as relevant. Attendance by others will be agreed by the Project Control Group, or in the absence of agreement as directed by the Principal having regard to the particular solutions being discussed. If the Principal requests, the WL Contractor must procure the attendance of representatives of any Significant Subcontractor at a Technical Working Group meeting.
- (c) **(Purpose)** The purpose of each Technical Working Group meeting is to provide a non-binding forum for the WL Contractor to present its proposed solutions, for the Principal and the Independent Certifier to understand those solutions and for the parties to discuss the solutions.
- (d) **(Frequency of meetings)** Each Technical Working Group will meet monthly prior to the last Portion Handover Date, unless otherwise agreed by the Project Control Group.
- (e) **(Administration)** The WL Contractor must convene and chair meetings of each Technical Working Group unless otherwise agreed between the parties.
- (f) **(Agenda and program)** The WL Contractor must prepare and issue a three month rolling program of meetings.
- (g) **(Information only)** Documentation prepared for Technical Working Group meetings, documentation developed in Technical Working Group meetings and information discussed in Technical Working Group meetings are Information Documents and cannot be relied on by either party.

**JOHN
HOLLAND**

SCHEDULE B2. – WL CONTRACTOR'S CERTIFICATE – DESIGN (DESIGN STAGE 2)

(Clause 4.6(a))

To: The Principal's Representative

From: [Insert name of the WL Contractor] (ABN [])
 [Insert name of Subcontractor] (ABN [])

This certificate is given in accordance with the "Waterloo Integrated Station Development – Station Delivery Deed" (Contract No: 503) dated [insert] (**Station Delivery Deed**). Words defined in the Station Delivery Deed have the same meaning in this certificate.

This section to be completed by the WL Contractor:

In accordance with the terms of clause 4.6(a) of the Station Delivery Deed, the WL Contractor certifies that the attached Design Documentation complies with all requirements of the Station Delivery Deed, including the SWTC.

Signed for and on behalf of the WL Contractor by:

Signature:	
Name:	
Position:	
Date:	

This section to be completed by the relevant Subcontractor. When there is more than one relevant Subcontractor, this section must be replicated and signed by each relevant Subcontractor:

The Subcontractor certifies that the attached Design Documentation complies with all requirements of its Subcontract and those parts of the SWTC that are relevant to the Subcontractor's scope of work.

Signed for and on behalf of the Subcontractor by:

Signature:	
Name:	
Position:	
Date:	

**SCHEDULE B3. – WL CONTRACTOR'S AND SUBCONTRACTOR'S CERTIFICATE - DESIGN
(DESIGN STAGE 3)**

(Clause 4.6(b))

To: The Principal's Representative

From: [Insert name of WL Contractor] (ABN [])
 [Insert name of Subcontractor] (ABN [])

This certificate is given in accordance with the "Waterloo Integrated Station Development – Station Delivery Deed" (Contract No: 503) dated [insert] (**Station Delivery Deed**). Words defined in the Station Delivery Deed have the same meaning in this certificate.

This section to be completed by the WL Contractor:

In accordance with the terms of clause 4.6(b)(i) of the Station Delivery Deed, the WL Contractor certifies that the attached Design Documentation:

- (a) complies with all requirements of the Station Delivery Deed, including the SWTC; and
- (b) is suitable for construction.

Signed for and on behalf of the WL Contractor by:

Signature:	
Name:	
Position:	
Date:	

This section to be completed by the relevant Subcontractor. When there is more than one relevant Subcontractor, this section must be replicated and signed by each relevant Subcontractor:

The Subcontractor certifies that the attached Design Documentation complies with all requirements of its Subcontract and those parts of the SWTC that are relevant to the Subcontractor's scope of work.

Signed for and on behalf of the Subcontractor by:

Signature:	
Name:	
Position:	
Date:	

SCHEDULE B4. – NOT USED

**JOHN
HOLLAND**

SCHEDULE B5. – INDEPENDENT CERTIFIER'S CERTIFICATE – DESIGN

(Schedule A10)

To: The Principal's Representative / Operator (if it accedes to the Independent Certifier Deed)

Cc: The WL Contractor

From: [Insert name of Independent Certifier] (ABN [])

This certificate is given in accordance with the "Sydney Metro City & Southwest Independent Certification of the Waterloo Works: Independent Certifier Deed" (Contract No: [insert]) dated [insert] (**Independent Certifier Deed**).

Words defined in the "Waterloo Integrated Station Development – Station Delivery Deed" (Contract No: 503) dated [insert] (**Station Delivery Deed**) have the same meaning in this certificate.

In accordance with the Independent Certifier Deed, the Independent Certifier certifies that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed, the attached Design Documentation complies with all requirements of the Station Delivery Deed (including the SWTC), except for the Minor Non-Compliances identified in the attached list.

.....
[Insert name]
for and on behalf of the Independent Certifier



**JOHN
HOLLAND**

ATTACHMENT A

List of Minor Non-Compliances

No.	Minor Non-Compliance	Suggested action to be taken by the WL Contractor to address Minor Non-Compliance

**JOHN
HOLLAND**

SCHEDULE B6. – WL CONTRACTOR'S CERTIFICATE – MILESTONE ACHIEVEMENT

(Clause 23.1(d))

To: The Principal's Representative and the Independent Certifier

From: [Insert name of WL Contractor] (ABN [])

This certificate is given in accordance with the "Waterloo Integrated Station Development – Station Delivery Deed" (Contract No: 503) dated [insert] (**Station Delivery Deed**). Words defined in the Station Delivery Deed have the same meaning in this certificate.

In accordance with the terms of clause 23.1(d) of the Station Delivery Deed, we hereby certify that Milestone Achievement [insert number] has been achieved by the WL Contractor on [insert date] in accordance with the terms of the Station Delivery Deed.

.....
Signed for and on behalf of
[Insert name of the WL Contractor]

**JOHN
HOLLAND**

SCHEDULE B7. – WL CONTRACTOR'S CERTIFICATE – SUBSTANTIAL COMPLETION

(Clause 23.1(d))

To: The Principal's Representative and the Independent Certifier

From: [Insert name of WL Contractor] (ABN [])

This certificate is given in accordance with the "Waterloo Integrated Station Development – Station Delivery Deed" (Contract No: 503) dated [insert] (**Station Delivery Deed**). Words defined in the Station Delivery Deed have the same meaning in this certificate.

In accordance with the terms of clause 23.1(d) of the Station Delivery Deed, we hereby certify that Substantial Completion of Portion [insert number] has been achieved by the WL Contractor on [insert date] in accordance with the terms of the Station Delivery Deed.

.....
Signed for and on behalf of
[Insert name of the WL Contractor]

**JOHN
HOLLAND**

SCHEDULE B8. – WL CONTRACTOR'S CERTIFICATE – COMPLETION

(Clause 23.1(d))

To: The Principal's Representative and the Independent Certifier

From: [Insert name of WL Contractor] (ABN [])

This certificate is given in accordance with the "Waterloo Integrated Station Development – Station Delivery Deed" (Contract No: 503) dated [insert] (**Station Delivery Deed**). Words defined in the Station Delivery Deed have the same meaning in this certificate.

In accordance with the terms of clause 23.1(d) of the Station Delivery Deed, we hereby certify that Completion of Portion [insert number] has been achieved by the WL Contractor on [insert date] in accordance with the terms of the Station Delivery Deed.

.....
Signed for and on behalf of
[Insert name of the WL Contractor]

**JOHN
HOLLAND**

SCHEDULE B9. – NOTICE OF MILESTONE ACHIEVEMENT

(Clause 23.1(f)(i))

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[Insert date]

Sydney Metro
[Insert address]

WL Contractor
[Insert address]

Dear [Insert name]

**NOTICE OF MILESTONE ACHIEVEMENT
Sydney Metro City & Southwest
Waterloo Integrated Station Development – Station Delivery Deed
Project Works – Milestone [insert number]**

This Notice of Milestone Achievement is given in accordance with the "Sydney Metro City & Southwest Waterloo Integrated Station Development – Station Delivery Deed" (Contract No: 503) dated [insert] (**Station Delivery Deed**). Words defined in the Station Delivery Deed have the same meaning in this certificate.

In accordance with clause 23.1(f)(i) of the Station Delivery Deed, the Independent Certifier confirms that Milestone Achievement in respect of Milestone [insert number] has been achieved. The Date of Milestone Achievement in respect of Milestone [insert number] is [insert date].

A list of Minor Defects, Agreed Defects and Accepted Defects is **attached**.

This Notice of Milestone Achievement does not relieve the WL Contractor of its obligation to rectify Defects (including Minor Defects and Agreed Defects listed in this notice) under clause 27 of the Station Delivery Deed and to complete any other outstanding obligations under the Station Delivery Deed.

Yours sincerely

.....
[Insert name]
for and on behalf of the Independent Certifier

**JOHN
HOLLAND**

Attachment – List of Minor Defects, Agreed Defects and Accepted Defects

No. Minor Defects	
1.	
2.	
No. Agreed Defects	
3.	
4.	
No. Accepted Defects	
5.	
6.	

**JOHN
HOLLAND**

SCHEDULE B10. – NOTICE OF SUBSTANTIAL COMPLETION

(Clause 23.1(f)(i))

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[Insert date]

Sydney Metro
[Insert address]

WL Contractor
[Insert address]

Dear [Insert name]

NOTICE OF SUBSTANTIAL COMPLETION
Sydney Metro City & Southwest
Waterloo Integrated Station Development – Station Delivery Deed
Project Works – Portion [insert number]

This Notice of Substantial Completion is given in accordance with the "Sydney Metro City & Southwest Waterloo Integrated Station Development – Station Delivery Deed" (Contract No: 503) dated [insert] (**Station Delivery Deed**). Words defined in the Station Delivery Deed have the same meaning in this certificate.

In accordance with clause 23.1(f)(i) of the Station Delivery Deed, the Independent Certifier confirms that Substantial Completion in respect of Portion [insert number] has been achieved. The Date of Substantial Completion in respect of Portion [insert number] is [insert date].

A list of Minor Defects, Agreed Defects and Accepted Defects is **attached**.

This Notice of Substantial Completion does not relieve the WL Contractor of its obligation to rectify Defects (including Minor Defects and Agreed Defects listed in this notice) under clause 27 of the Station Delivery Deed and to complete any other outstanding obligations under the Station Delivery Deed.

Yours sincerely

.....
[Insert name]
for and on behalf of the Independent Certifier

Attachment – List of Minor Defects, Agreed Defects and Accepted Defects

No. Minor Defects	
1.	
2.	
No. Agreed Defects	
3.	
4.	
No. Accepted Defects	
5.	
6.	

SCHEDULE B11. – NOTICE OF COMPLETION

(Clause 23.1(f)(i))

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[insert date]

Sydney Metro
[Insert address]

WL Contractor
[Insert address]

Dear [Insert name]

NOTICE OF COMPLETION
Sydney Metro City & Southwest
Waterloo Integrated Station Development – Station Delivery Deed
Project Works – Portion [insert number]

This Notice of Completion is given in accordance with the "Sydney Metro City & Southwest Waterloo Integrated Station Development – Station Delivery Deed" (Contract No: 503) dated [insert] (**Station Delivery Deed**). Words defined in the Station Delivery Deed have the same meaning in this certificate.

In accordance with clause 23.1(f)(i) of the Station Delivery Deed, the Independent Certifier confirms that Completion in respect of Portion [insert number] has been achieved. The Date of Completion in respect of Portion [insert number] is [insert date].

A list of Minor Defects, Agreed Defects and Accepted Defects is **attached**. [Note: A list of Minor Defects, Agreed Defects and Accepted Defects must only be provided for Non-Trackway Portions. For the Trackway Portion the rectification of all Minor Defects and Agreed Defects is a requirement for the achievement of Completion.]

This Notice of Completion does not relieve the WL Contractor of its obligation to rectify Defects (including Minor Defects and Agreed Defects listed in this notice) under clause 27 of the Station Delivery Deed and to complete any other outstanding obligations under the Station Delivery Deed.

Yours sincerely

.....
[Insert name]
for and on behalf of the Independent Certifier

Attachment – List of Minor Defects, Agreed Defects and Accepted Defects

No. Minor Defects	
1.	
2.	
No. Agreed Defects	
3.	
4.	
No. Accepted Defects	
5.	
6.	

**JOHN
HOLLAND**

SCHEDULE B12. – NOT USED



**JOHN
HOLLAND**

SCHEDULE B13. – LANDOWNER'S CERTIFICATE

(Clause 5.3 and Schedule A2)

THIS DEED POLL is made the _____ day of _____ 20

BY: _____ [*Insert details of relevant Landowner*]

IN FAVOUR OF: **Sydney Metro** (ABN 12 354 063 515) of Level 43, 680 George Street, Sydney NSW 2000 (**Principal**)

PROPERTY ADDRESS: _____ [*Insert*]

1. [I/We] confirm that the following works have been carried out and completed on my/our property to [my/our] satisfaction:

[*Insert description of Property Works*]
2. [I/We] confirm that our land has been rehabilitated and all damage and degradation on it repaired.
3. [I/We] release the Principal from all claims and actions which [I/we] may have arising out of or in connection with the works referred to in paragraph 1.
4. This deed poll may not be revoked or otherwise modified without the prior written consent of the Principal.

**JOHN
HOLLAND**

EXECUTED as a deed poll.

[Note: Appropriate execution block to be inserted prior to execution.]



**JOHN
HOLLAND**

SCHEDULE B14. – NOT USED

SCHEDULE B15. – STATUTORY DECLARATION

(Clause 28.5(a)(i))

Statutory Declaration

Oaths Act (NSW) Ninth Schedule

I,.....
.....

of.....
.....

do solemnly and sincerely declare that:

1. I am the representative of:
.....
.....
("the Contractor")
in the Office Bearer capacity of:
.....
.....

2. The Contractor has a contract with the []:
.....
..... **("the Contract")**

3. I personally know the facts which I have set out in this declaration.

4. All employees who have at any time been engaged by the Contractor for work done under the Contract:
a) have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on work under the Contract, and
b) have otherwise had accrued to their account all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on work under the Contract pursuant to any award, enterprise agreement, act or regulation,

with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below:

Employee:	Amount unpaid or not accrued:
.....
.....
.....
.....
.....

4A All subcontractors who have at any time been engaged by the Contractor for work done under the Contract have been paid to the date of this declaration in accordance with the relevant subcontracts and any applicable industrial instruments (as defined

in the Industrial Relations Act 1996 (NSW)), with the exception of the subcontractors and respective amounts unpaid for each subcontractor listed below:

<i>Subcontractor:</i>	<i>Amount unpaid:</i>
.....	
.....	
.....	
.....	
.....	

5. Attached to and forming part of this declaration, as Annexure A, is a supporting statement for the purposes of section 13(7) of the Building and Construction Industry Security of Payment Act 1999 (NSW).

5A Where the Contractor holds any retention money from a subcontractor, the Contractor has complied with all requirements under Part 2 of the Building and Construction Industry Security of Payment Regulation 2008 (NSW), with the exception of the items listed below:

.....
.....
.....
.....

6. In all cases where a subcontractor or supplier to the Contractor has provided services and/or materials in respect of the Contract and has submitted a claim to the Contractor for these services or materials which as at the date of this statutory declaration would have been due and payable but which the Contractor disputes, the reasons for such dispute have been notified in writing to the subcontractor or supplier by the Contractor prior to the date of this statutory declaration. Where such dispute relates to part only of the subcontractor or supplier's claim, that part of the claim not in dispute has been paid by the Contractor to the subcontractor or supplier as at the date of this statutory declaration except for the amounts listed in 5 above.

7. The provisions of the Contract relating to the payment of employees, subcontractors and suppliers of the Contractor have been complied with by the Contractor.

8. The Contractor has been informed by each subcontractor to the Contractor (except for subcontracts not exceeding \$25,000 at their commencement) by statutory declaration in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration):

- (a) that their subcontracts with their subcontractors and suppliers comply with the requirements of the Contract relating to payment of employees and subcontractors, and
- (a1) that all their subcontractors, as at the date of the making of such a declaration, have been paid in accordance with the relevant subcontracts and any applicable industrial instruments (as defined in the Industrial Relations Act 1996 (NSW)), and
- (b) that all their employees, as at the date of the making of

such a declaration:

- i) have been paid all remuneration and benefits due and payable to them by; or
- ii) had accrued to their account all benefits to which they are entitled from;

the subcontractor of the Contractor or from any other subcontractor (except for subcontracts not exceeding \$25,000 at their commencement) in respect of any work under the Contract, and

- (c) of details of any amounts due and payable or benefits due to be received or accrued described in 8(a1) and 8(b) above which have not been paid, received or accrued,

except for the following subcontractors to the Contractor who have failed to provide such a declaration:

Subcontractor:	Due
amount unpaid:	

.....

.....

.....

.....

insert names and addresses of the Contractor's subcontractors who have not submitted a declaration, and unpaid amounts due or otherwise due to each of them by the Contractor in respect of this claim

- 9. Where a subcontractor to the Contractor has provided a declaration as in 8 above, and it includes unpaid amounts or benefits either not received or not accrued, details of the subcontractor, details of the affected employees, suppliers and subcontractors of the subcontractor, and the respective amounts or benefits either unpaid or not accrued are as follows:

Employee, subcontractor or supplier:	Amount
unpaid or not accrued:	

.....

.....

.....

.....

insert names of the subcontractors, the name and addresses of the unpaid employees, subcontractors and suppliers and amounts listed as unpaid or not accrued to them.

- 10. In relation to the statutory declaration provided by each subcontractor to the Contractor, I am not aware of anything to the contrary of what is contained therein, and on the basis of the contents of those statutory declarations, I believe that information to be true.

- 11. Attached to and forming part of this declaration, as Annexure B, is a "Subcontractor's Statement" given by the Contractor in its capacity as 'subcontractor' (as that term is defined in the Workers Compensation Act 1987, Payroll Tax Act 2007 and Industrial Relations Act 1996) which is a written statement:

- (a) under section 175B of the Workers Compensation Act 1987 in the form and providing the detail required by that legislation;
- (b) under section 18(6) of Schedule 2 of part 5 of the Payroll Tax Act 2007 in the form and providing the detail required

by that legislation; and

(c) under section 127 of the Industrial Relations Act 1996 in the form and providing the detail required by that legislation.

12. I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.

13. All statutory declarations and Subcontractor's Statements received by the Contractor from subcontractors were:

(a) given to the Contractor in its capacity as 'principal contractor' as defined in the Workers Compensation Act 1987, the Payroll Tax Act 2007 and the Industrial Relations Act 1996 ("Acts"); and

(b) given by the subcontractors in their capacity as 'subcontractors' as defined in the Acts.

14. I am not aware of anything which would contradict the statements made in the statutory declarations or written statements provided to the Contractor by its subcontractors, as referred to in this declaration.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 (NSW). I am aware that I may be subject to punishment by law if I wilfully make a false statement in this declaration.

Declared at on
(place) (day) (month) (year)

.....
(Signature of Declarant)

Before me:

.....
(Signature of person before whom the declaration is made)

.....
(Name of the person before whom the declaration is made)

.....
(Title* of the person before whom the declaration is made)

And as a witness, I certify the following matters concerning the person who made this declaration (**declarant**):

[*strike out the text that does not apply]

1. *I saw the face of the declarant.
OR

*I did not see the face of the declarant because the declarant was wearing a face covering, but I am satisfied that the declarant had a special justification for not removing the covering.

2. *I have known the declarant for at least 12 months.
OR

*I confirmed the declarant's identity using the following identification document:

*Identification document relied on
(may be original or certified copy)*

Signature of person before whom the declaration is made

Before me:

.....
(Signature of person before whom the declaration is made)

.....
(Name of the person before whom the declaration is made)

.....
(Title of the person before whom the declaration is made)*

** The declaration must be made before one of the following persons:*

- where the declaration is sworn within the State of New South Wales:

- (i) a justice of the peace of the State of New South Wales;*
- (ii) a solicitor of the Supreme Court of New South Wales with a current practising certificate; or*
- (iii) a notary public.*

- where the declaration is sworn in a place outside the State of New South Wales:

- (i) a notary public; or*
- (ii) any person having authority to administer an oath in that place.*

ANNEXURE A

Supporting statement by head contractor regarding payment to subcontractors

This statement must accompany any payment claim served on a principal to a construction contract by a head contractor.

For the purposes of this statement, the terms "principal", "head contractor", "subcontractor", and "construction contract" have the meanings given in section 4 of the *Building and Construction Industry Security of Payment Act 1999* (NSW).

Head contractor: [*business name of head contractor*]

ABN: [*ABN*]

* 1. has entered into a contract with:[*business name of subcontractor*]

ABN: [*ABN*]

Contract number/identifier: [*contract number/identifier*]

OR

* 2. has entered into a contract with the subcontractors listed in the attachment to this statement.

* [*Delete whichever of the above does not apply*]

This statement applies for work between [*start date*] and [*end date*] inclusive (the construction work concerned), subject of the payment claim dated [*date*].

I, [*full name*], being the head contractor, a director of the head contractor or a person authorised by the head contractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters that are contained in this supporting statement and declare that, to the best of my knowledge and belief, all amounts due and payable to subcontractors have been paid (not including any amount identified in the attachment as an amount in dispute).

Signature:

Date:

Full name:

Position/Title:

Attachment

Schedule of subcontractors paid all amounts due and payable				
Subcontractor	ABN	Contract number / identifier	Date of works (period)	Date of payment claim (head contractor claim)

Schedule of subcontractors for which an amount is in dispute and has not been paid				
Subcontractor	ABN	Contract number / identifier	Date of works (period)	Date of payment claim (head contractor claim)

ANNEXURE B

Subcontractor's Statement

REGARDING WORKERS COMPENSATION, PAYROLL TAX AND REMUNERATION

(Note 1 - see back of form)

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, and s127 *Industrial Relations Act 1996* where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.)

Subcontractor: ABN:
(Business name)

of
(Address of subcontractor)

has entered into a contract with ABN:
(Business name of principal contractor) (Note 2)

Contract number/identifier (Note 3)

This Statement applies for work between:/...../..... and/...../..... inclusive, (Note 4)

subject of the payment claim dated:/...../..... (Note 5)

I, a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

- (a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [] if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [] and only complete (f) and (g) below. You must tick one box. (Note 6)
- (b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated/...../.....(Note 7)
- (c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. (Note 8)
- (d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. (Note 9)

- (e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above. (Note 10)

Signature

Full name.....

Position/Title

Date/...../.....

NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987.

Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007* and section 127 of the *Industrial Relation Act 1996*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.

A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called the **subcontractor**) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.

2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.

3. Provide the unique contract number, title, or other information that identifies the contract.

4. In order to meet the requirements of s127 *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

Section 127(6) of the *Industrial Relations Act 1996* defines remuneration 'as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'

Section 127(11) of the *Industrial Relations Act 1996* states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'

5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

Offences in respect of a false Statement

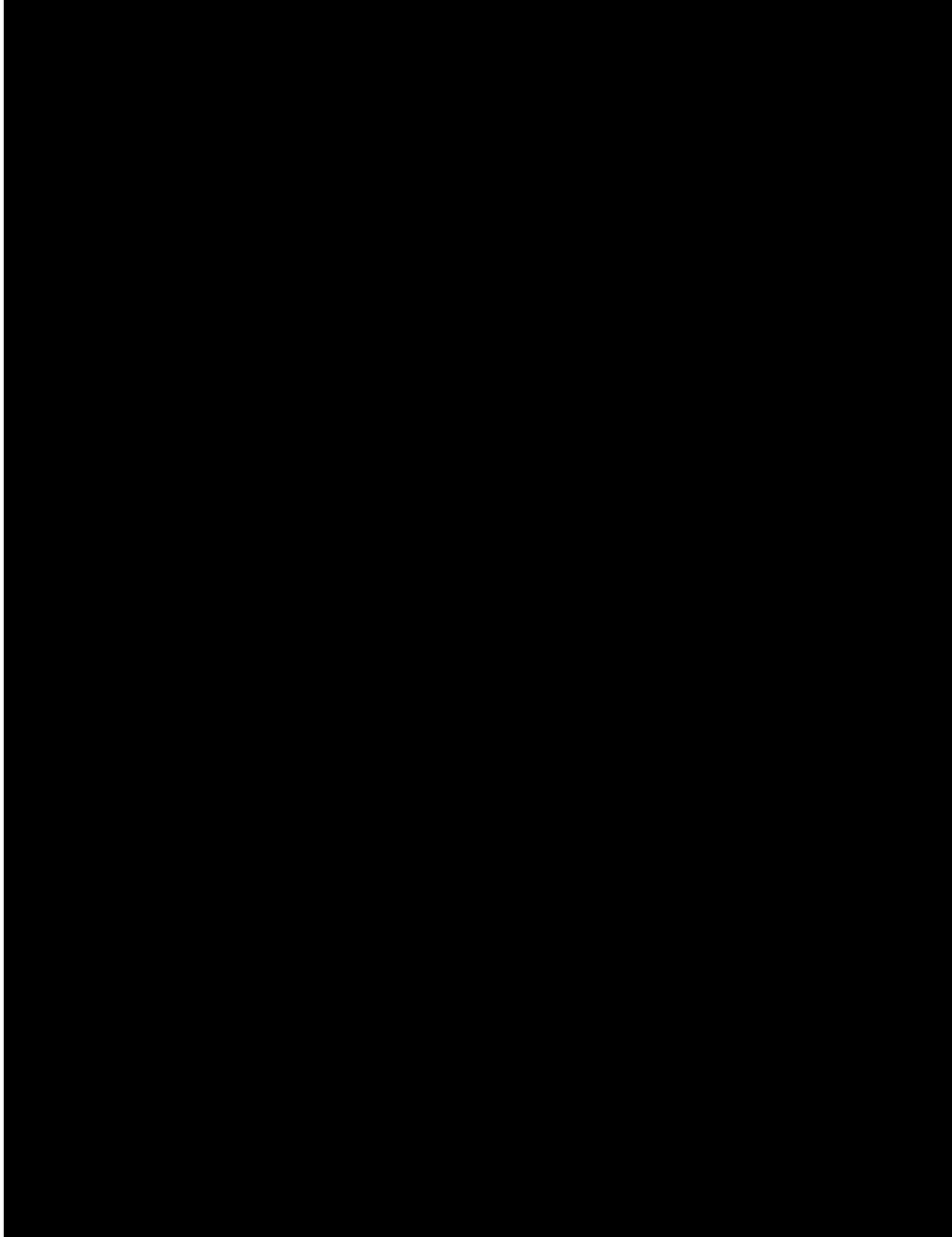
In terms of s127(8) of the *Industrial Relations Act 1996*, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

- (a) the person is the subcontractor;
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
- (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the *Workers Compensation Act* and clause 18 of Schedule 2 of the *Payroll Tax Act 2007* a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

Further Information

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.

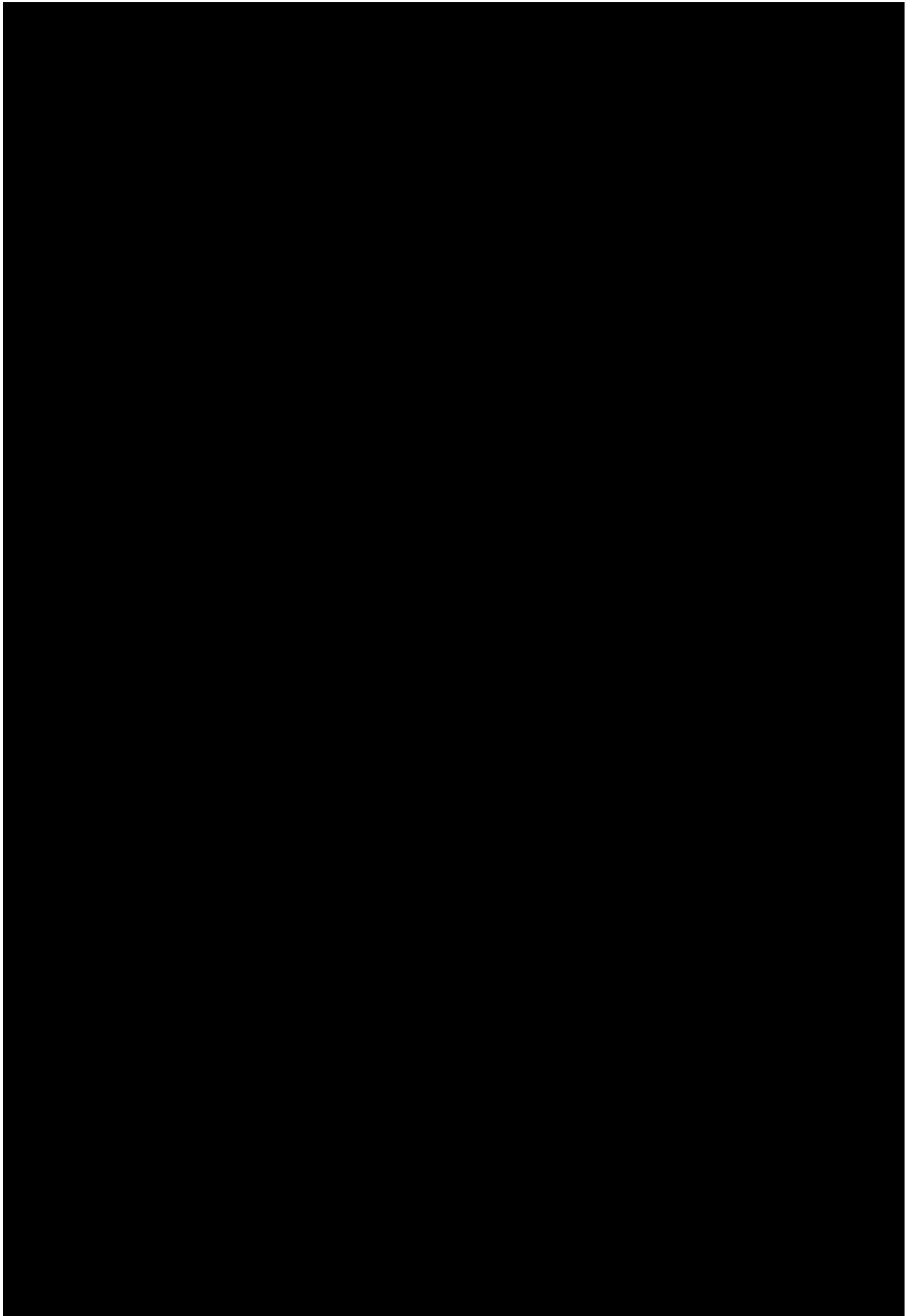


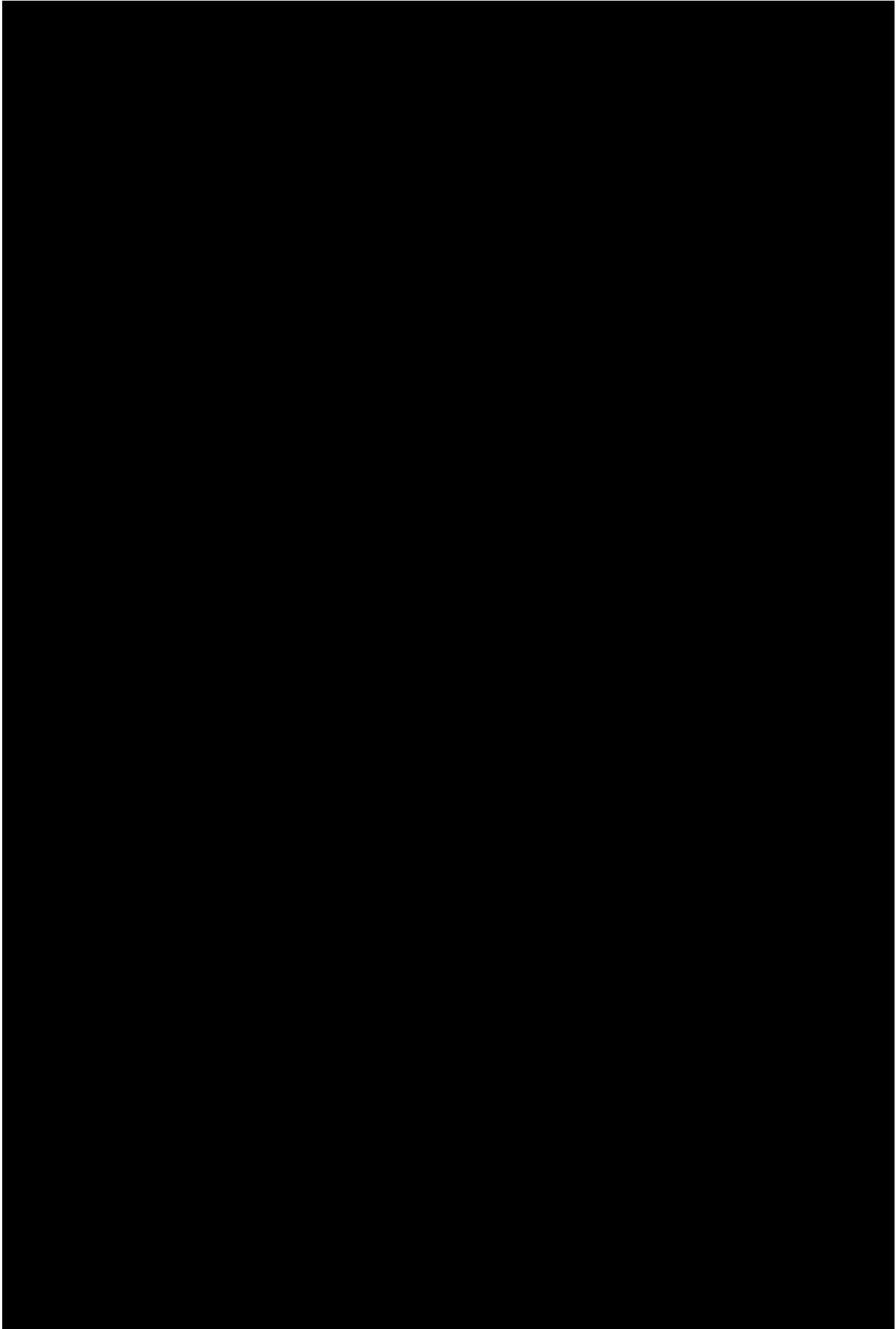
SCHEDULE B17. – NOT USED

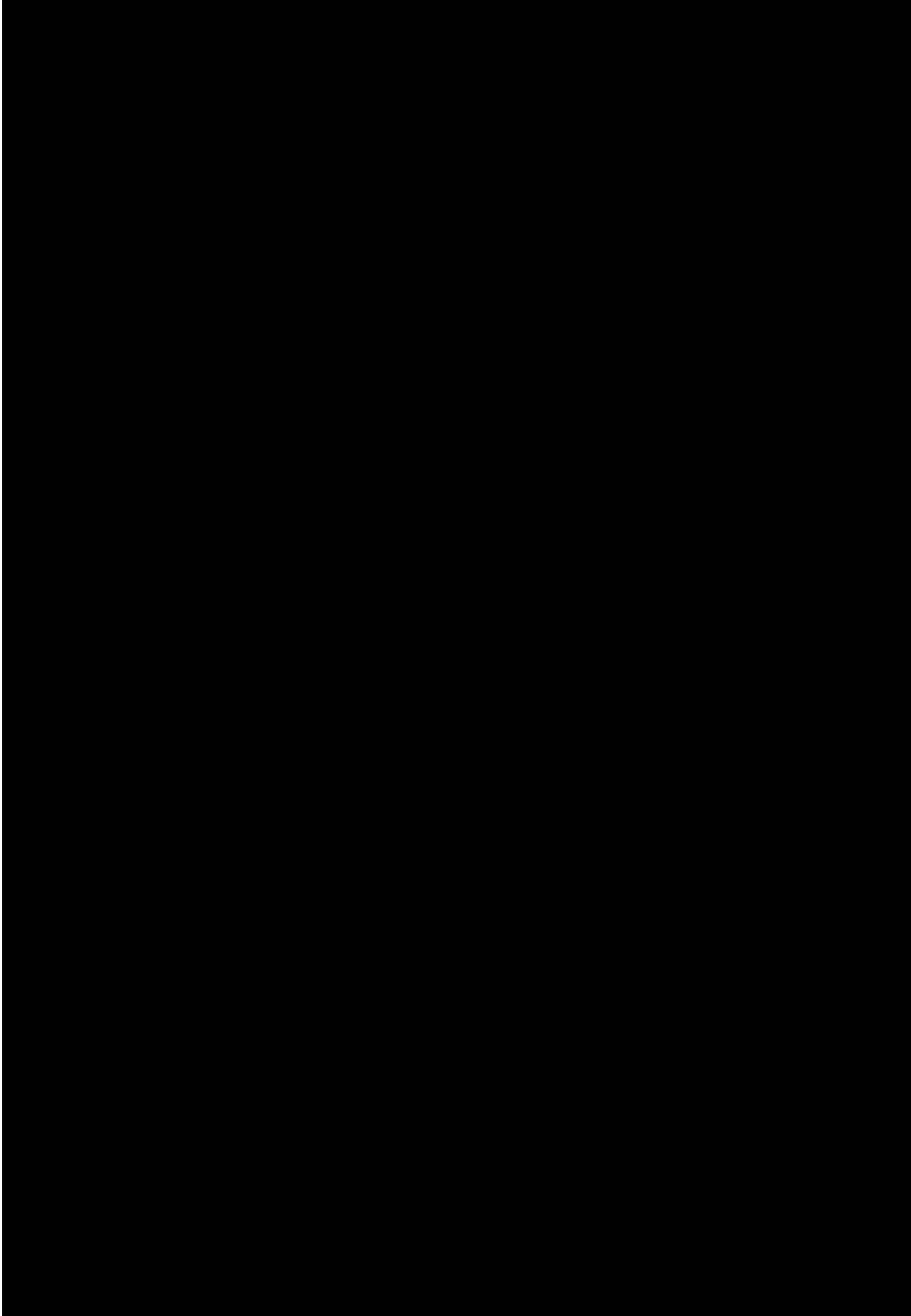


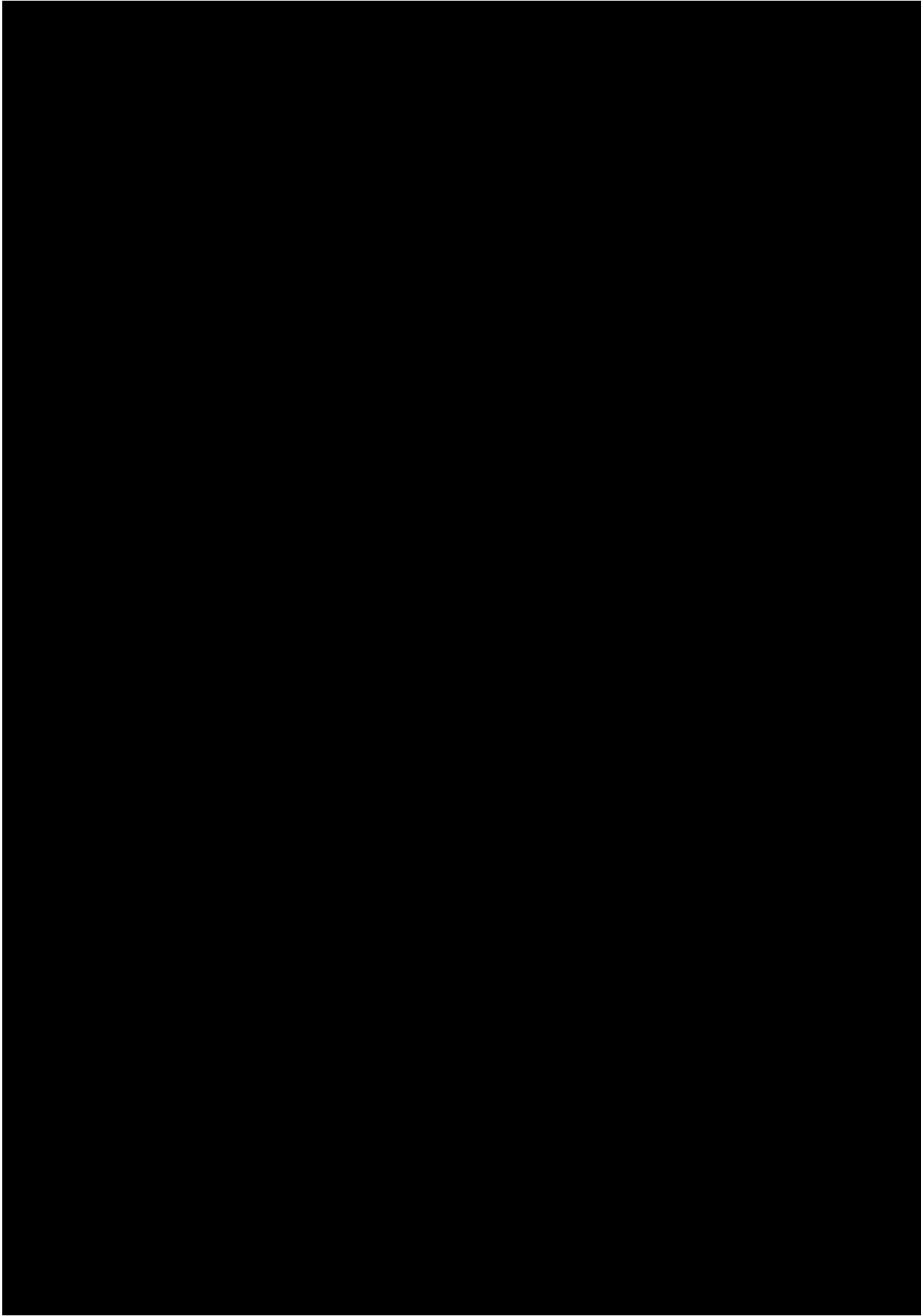
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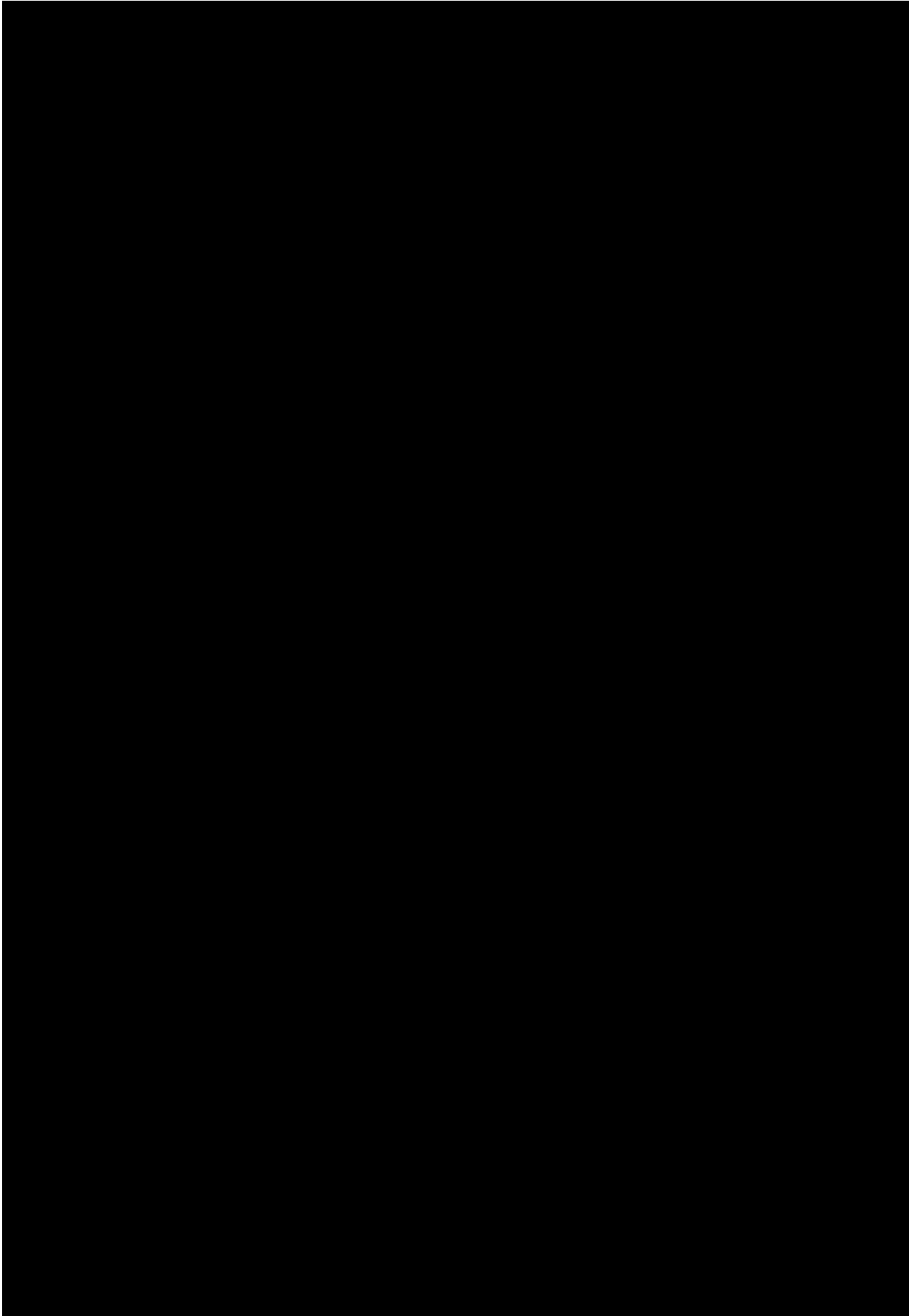
SCHEDULE C2. – PRINCIPAL'S DESIGN STAGE 1 DOCUMENTS

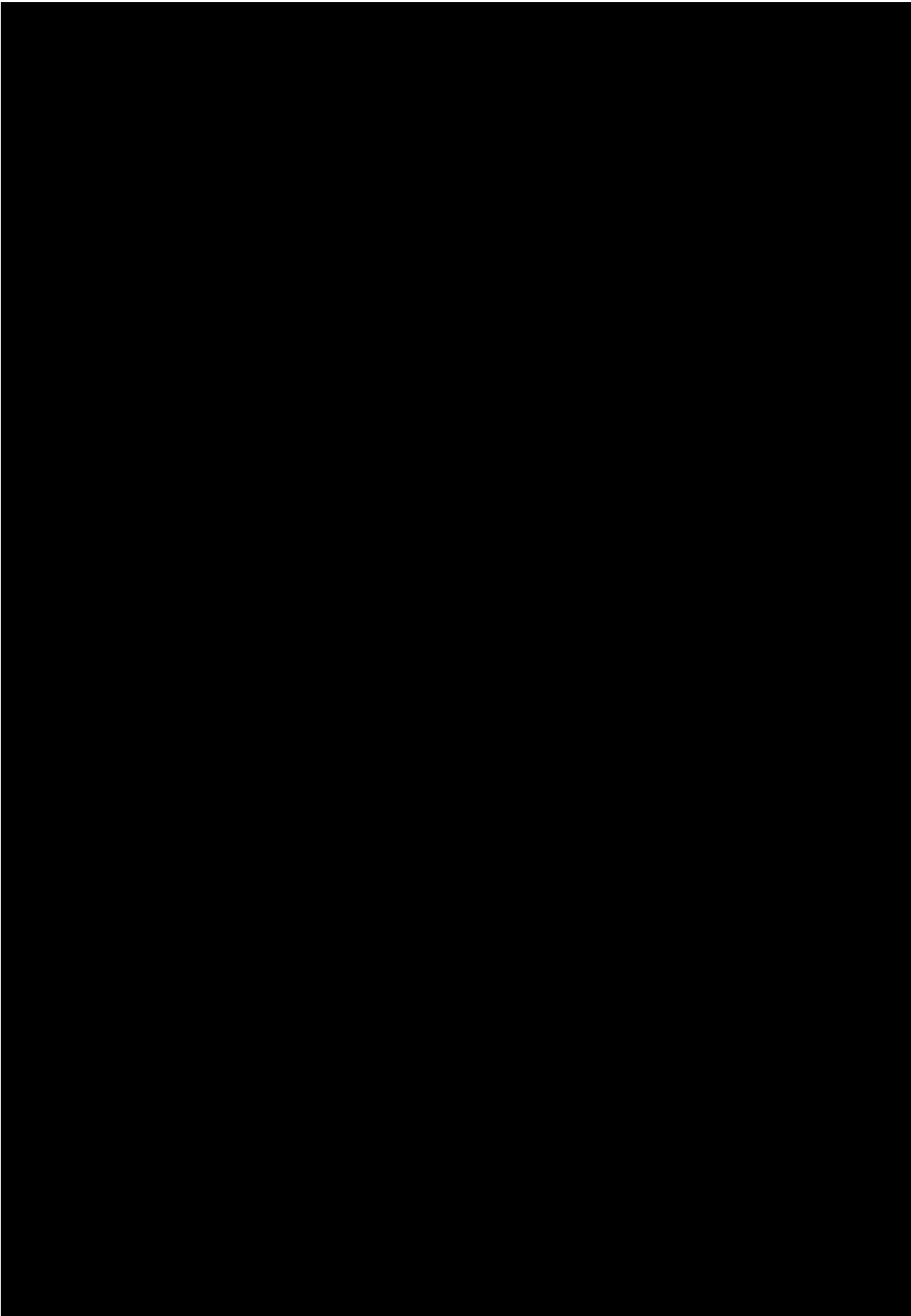


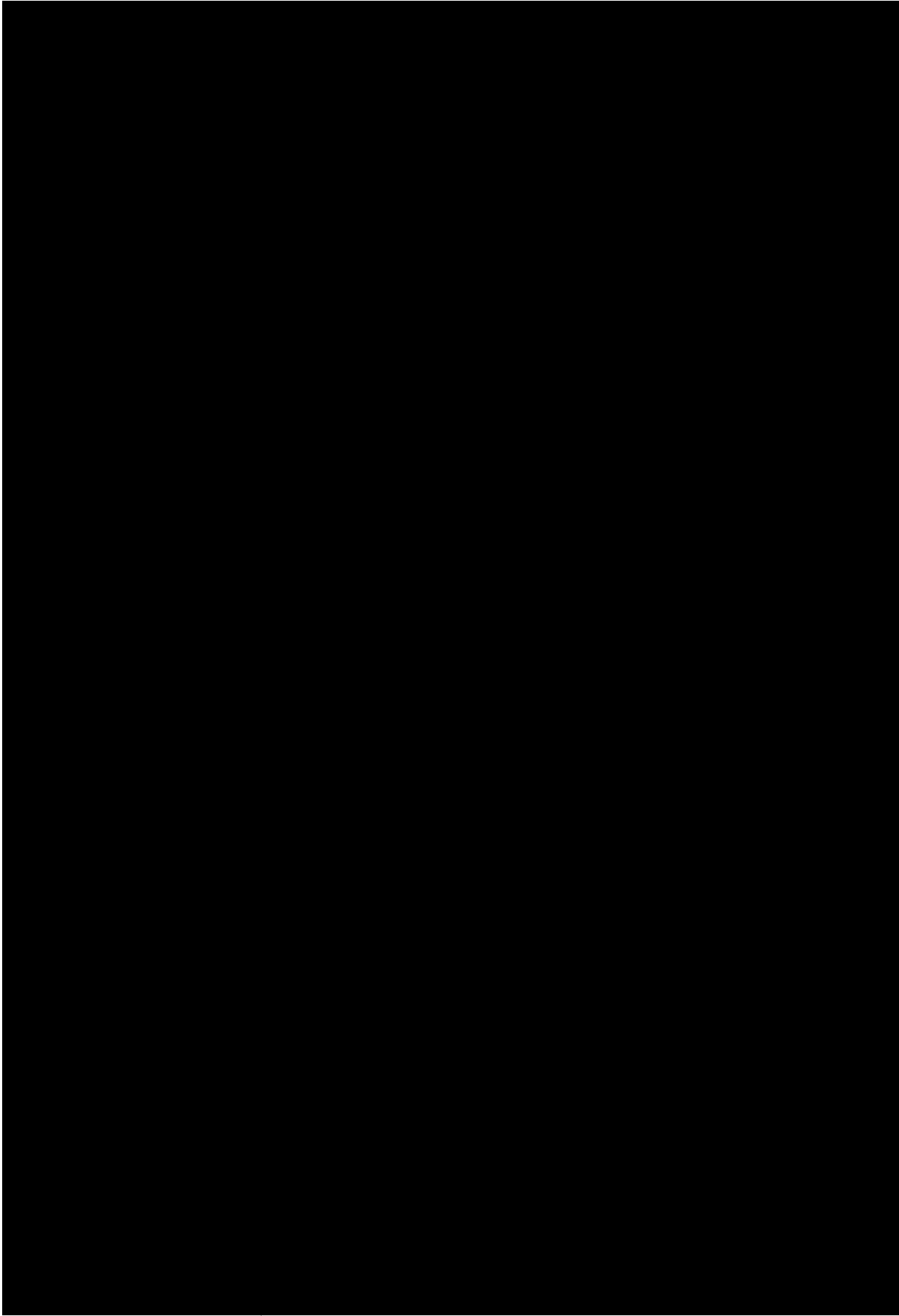


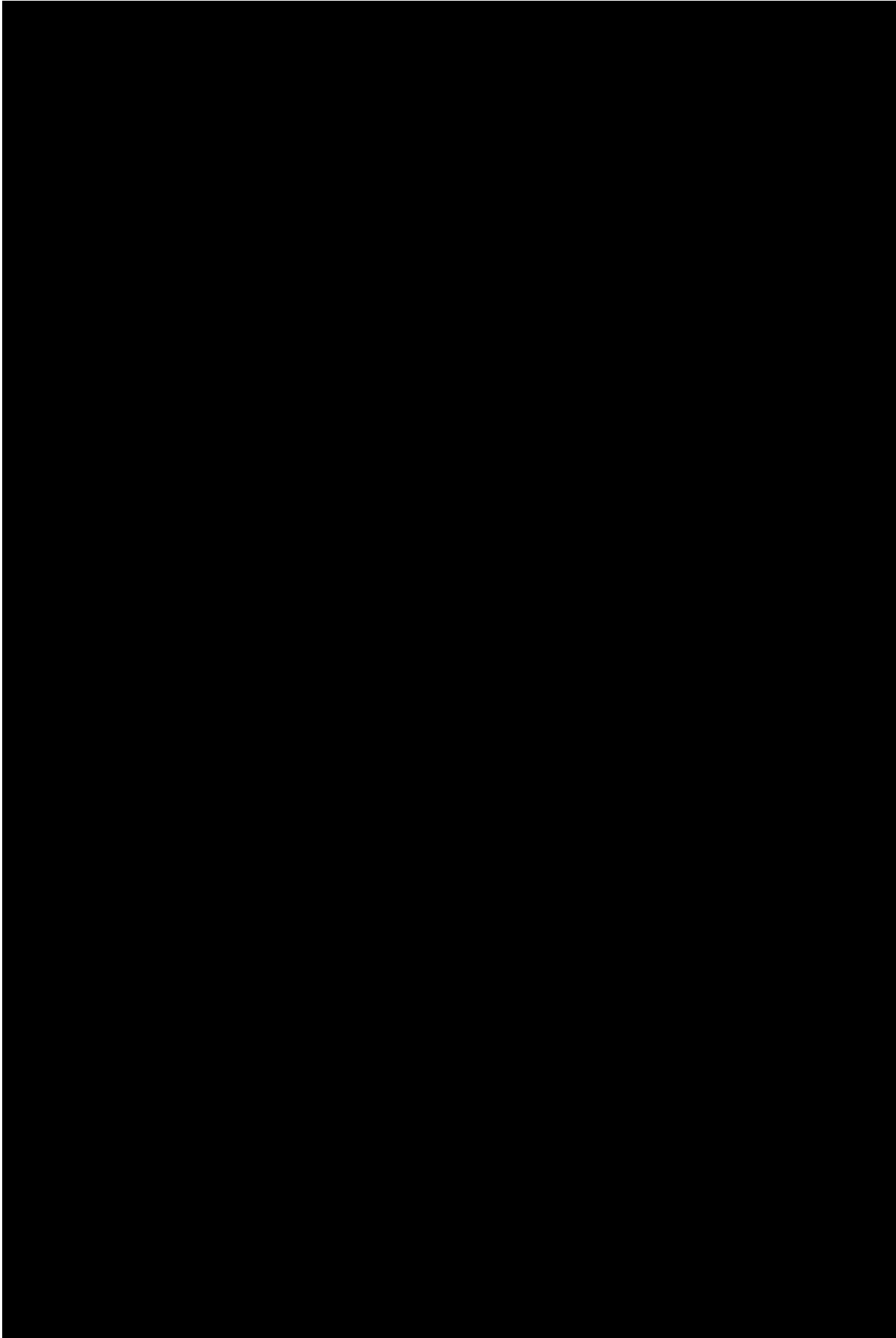


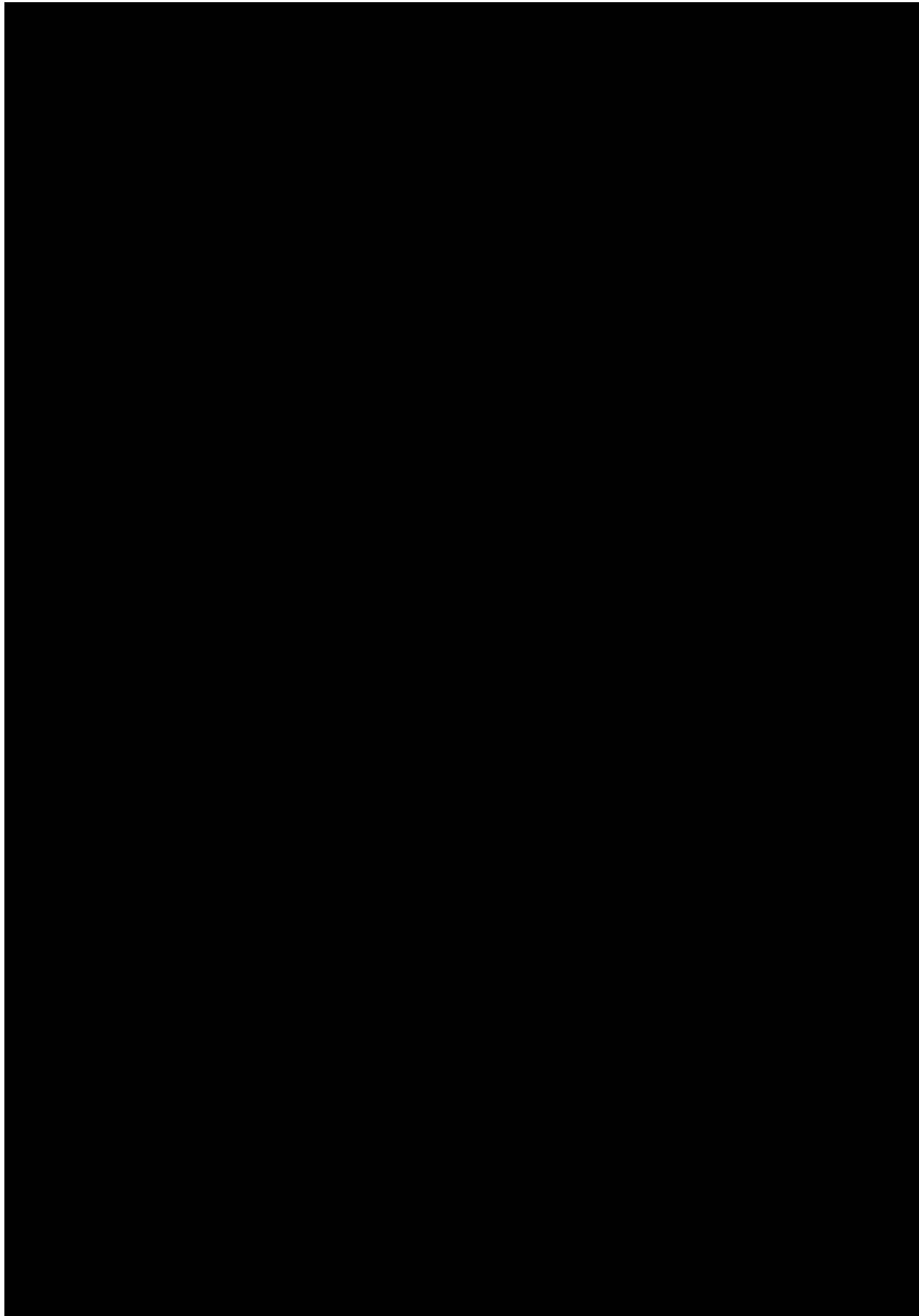


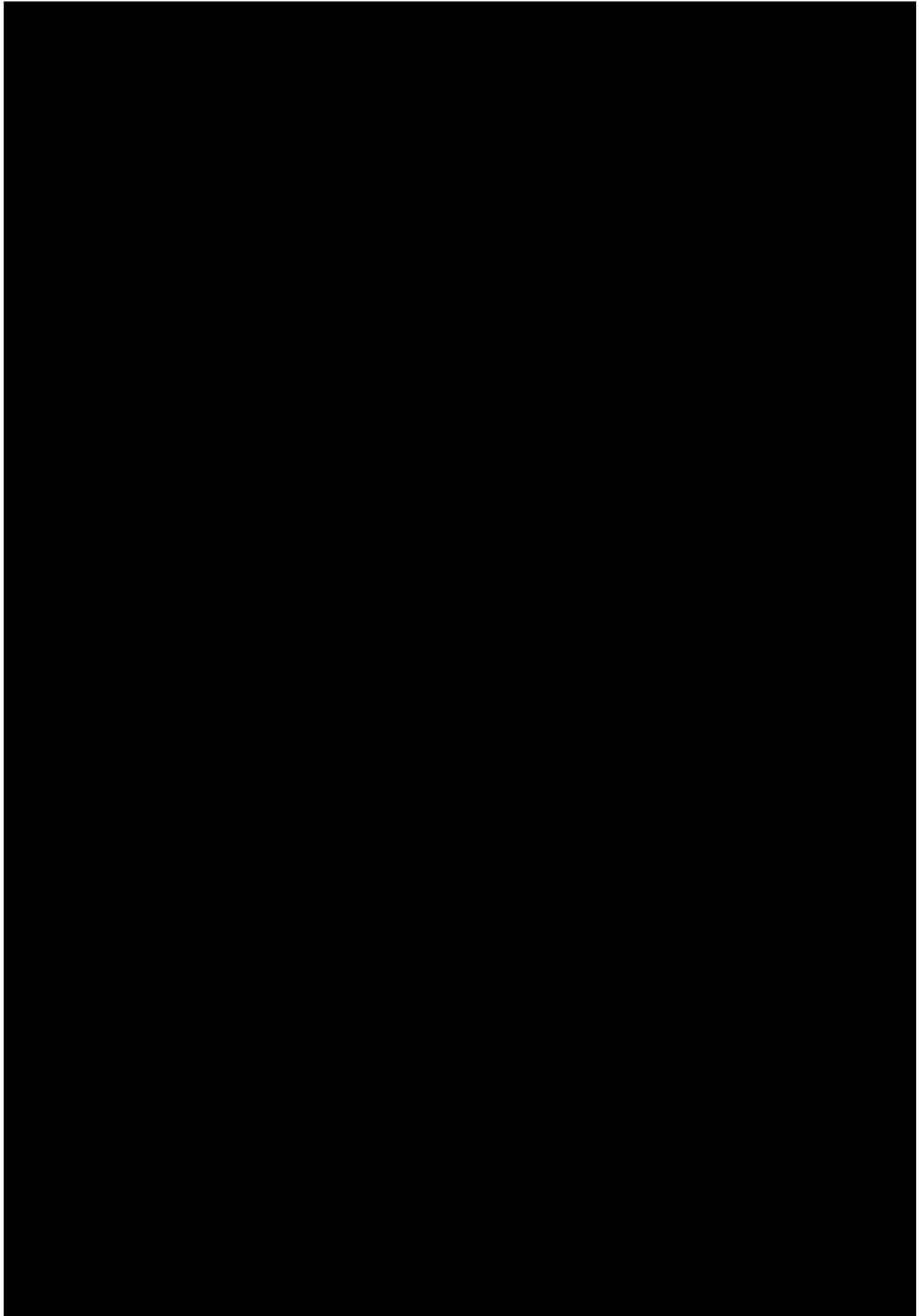


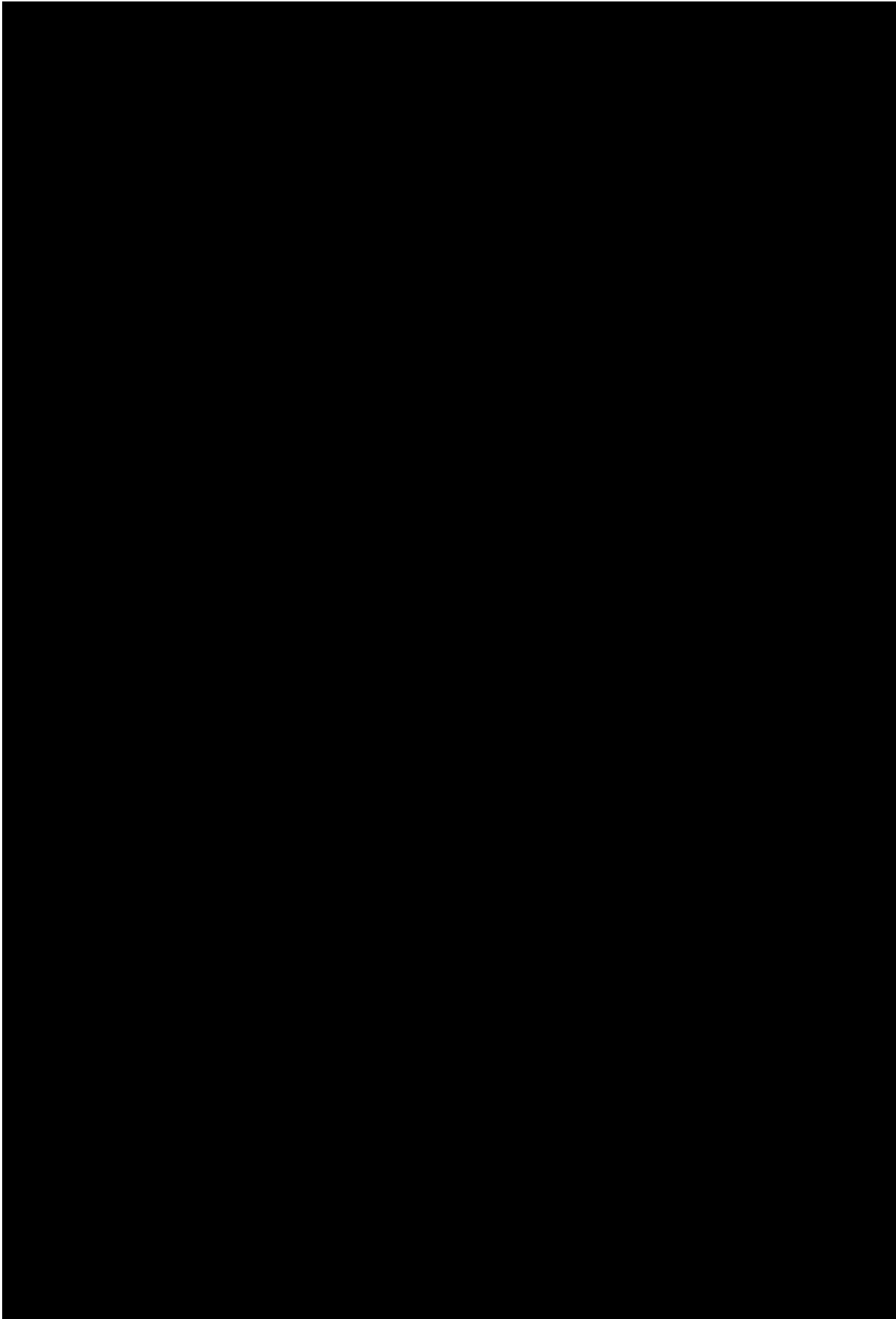


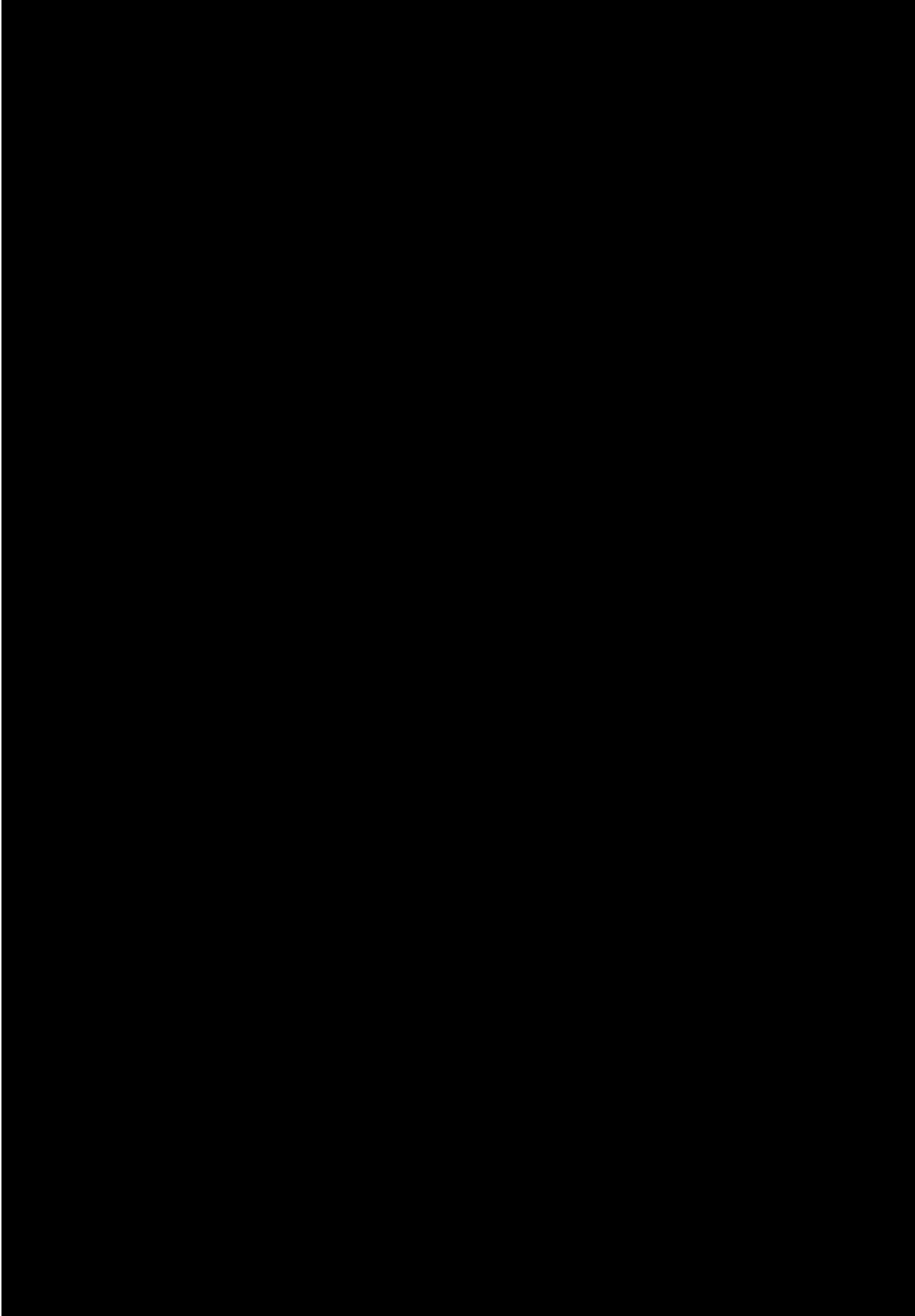


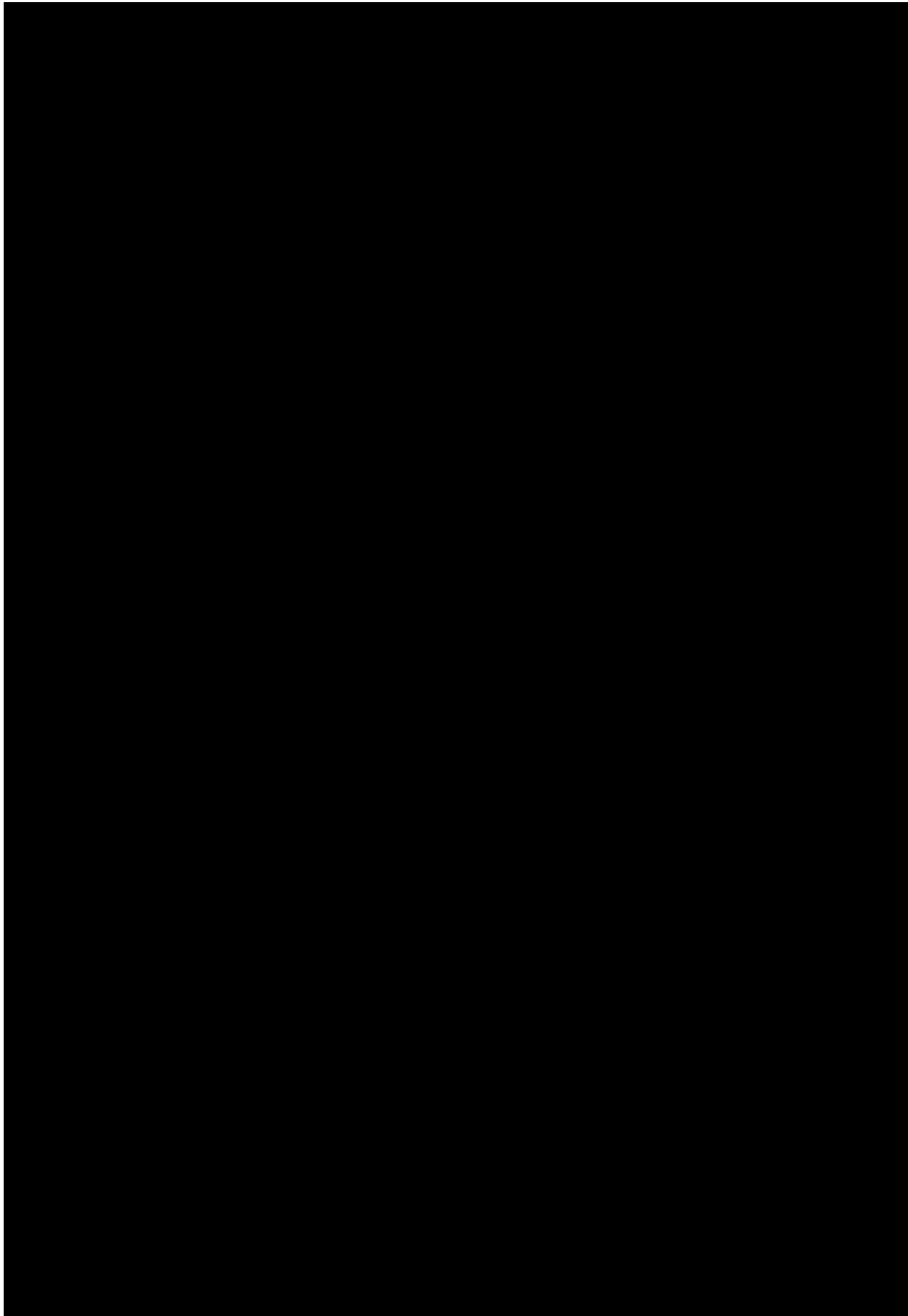


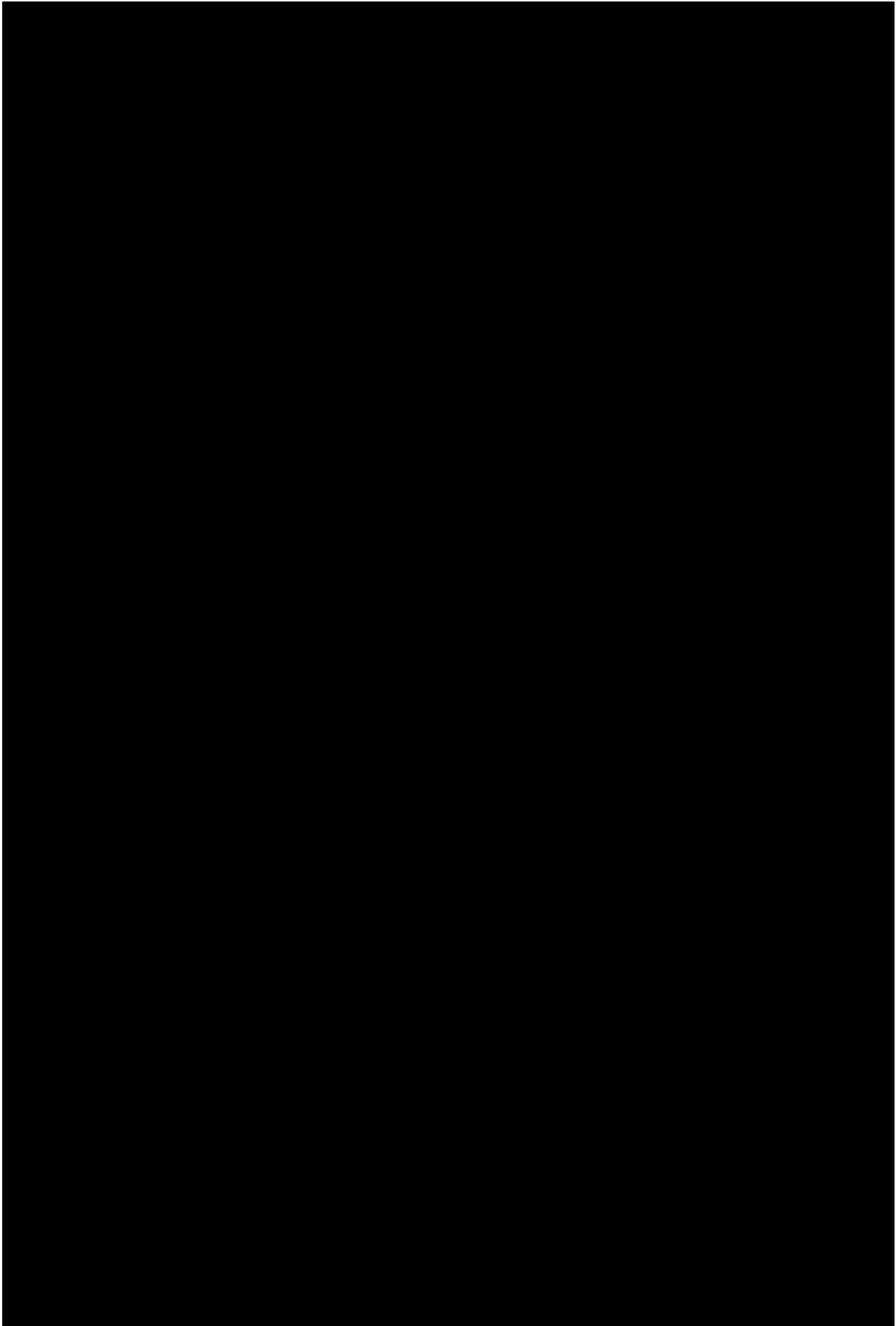


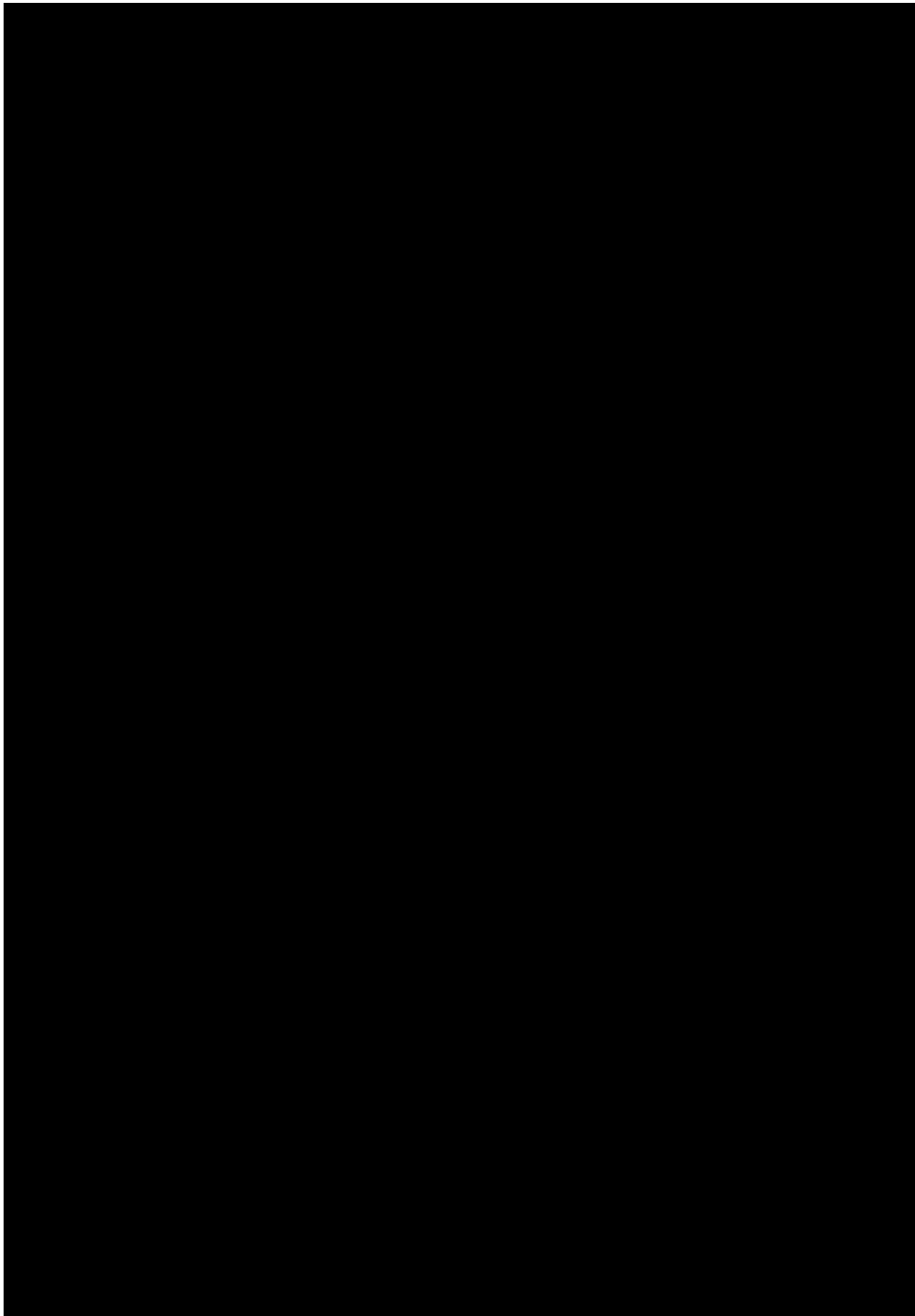


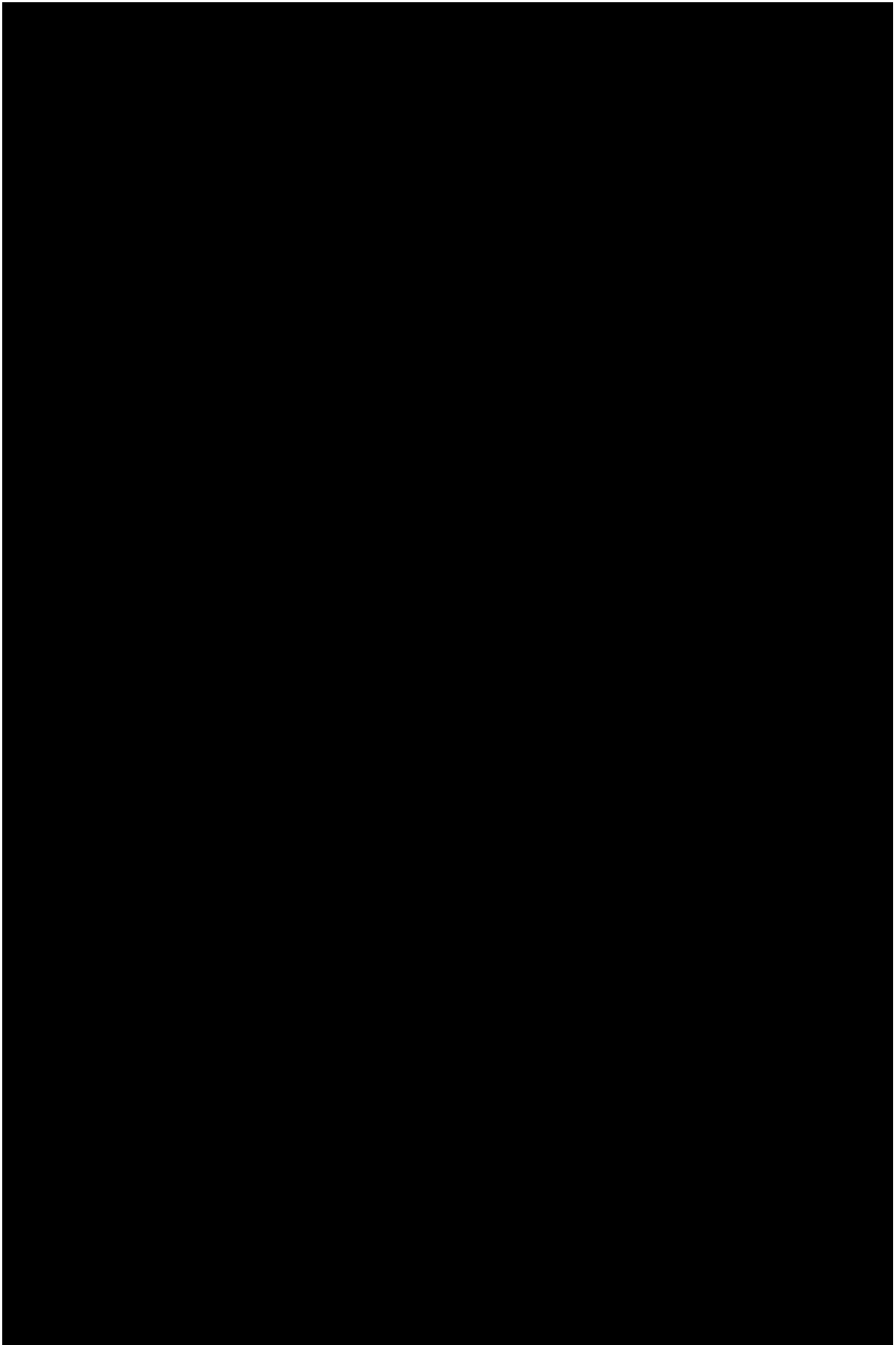


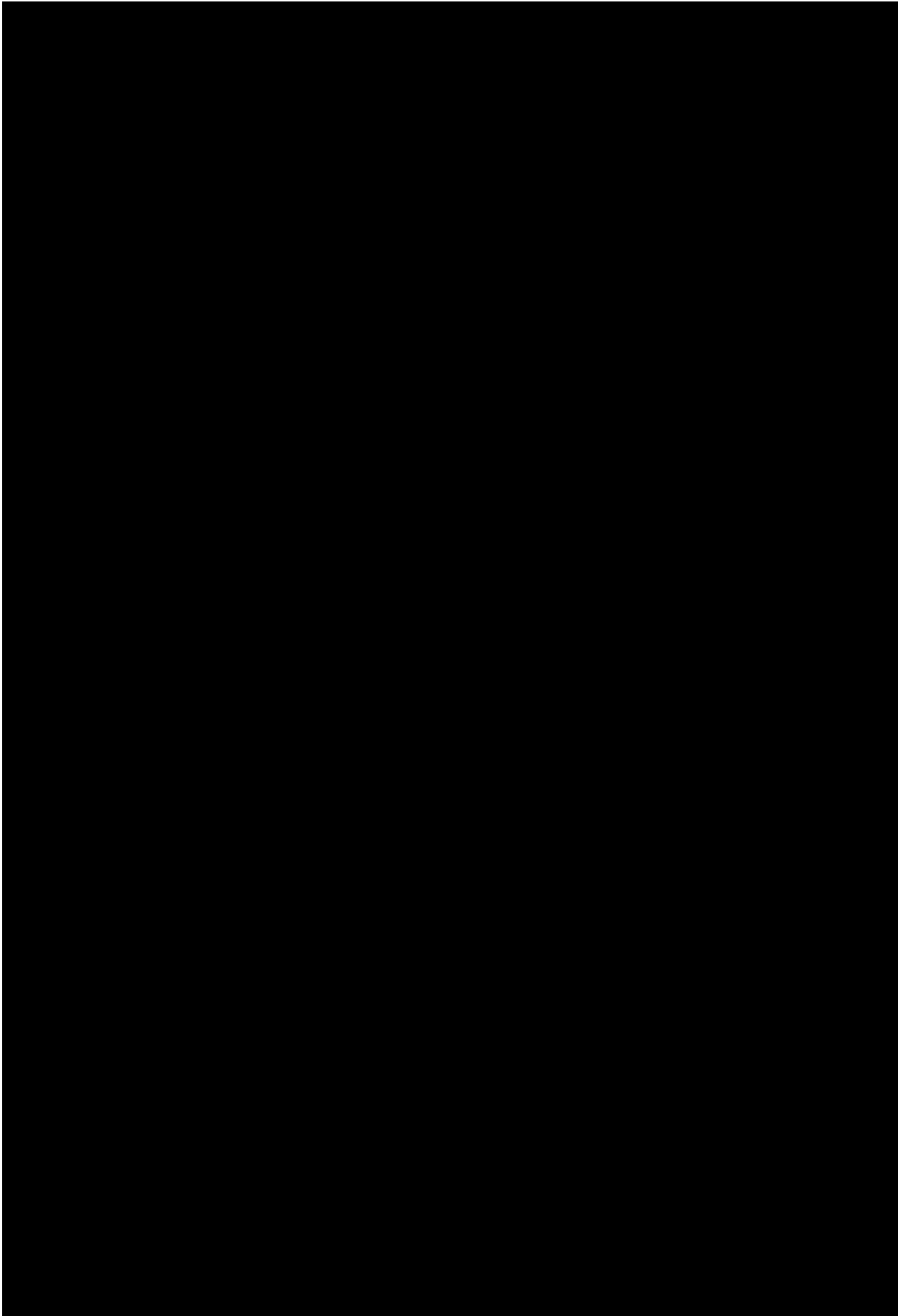


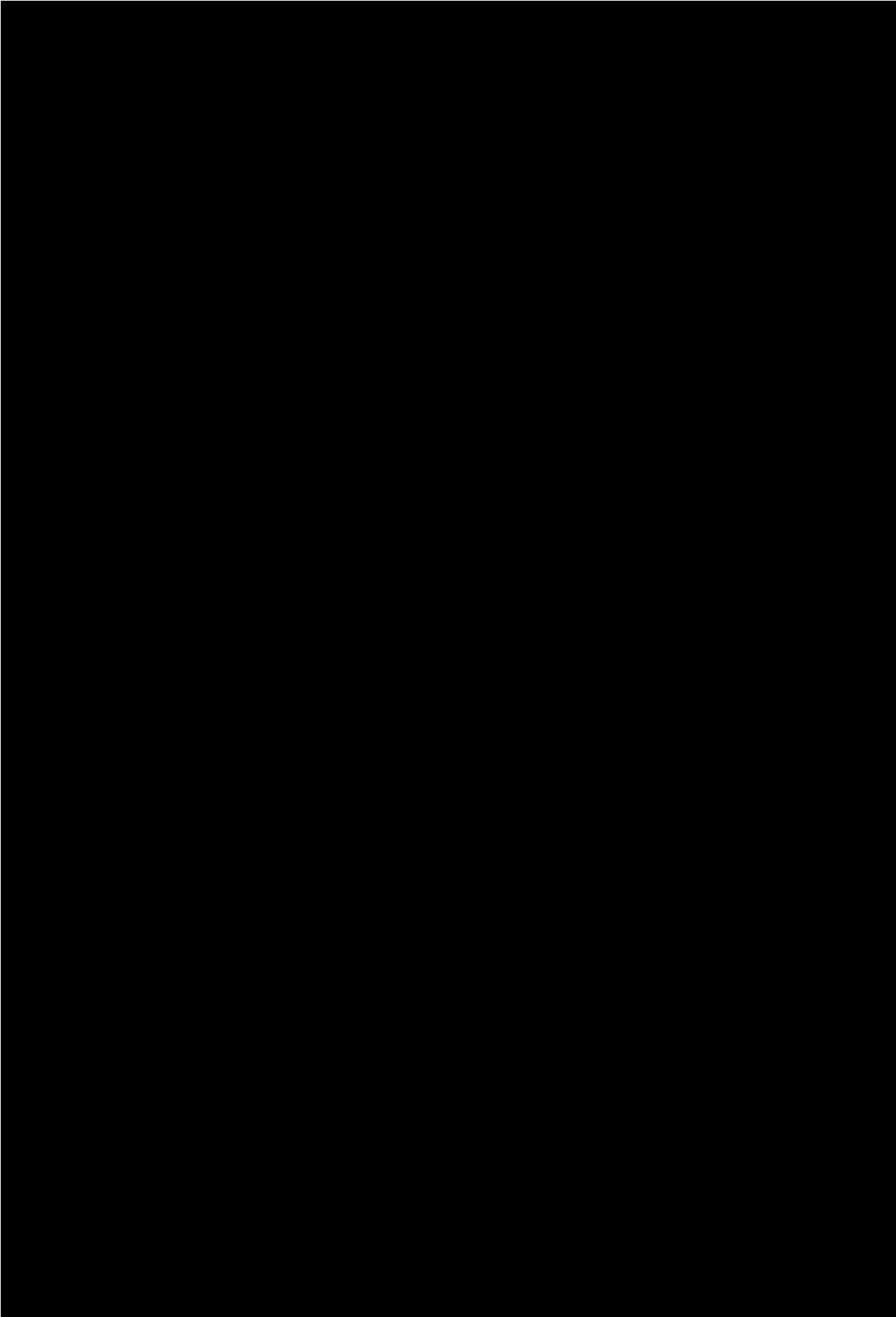


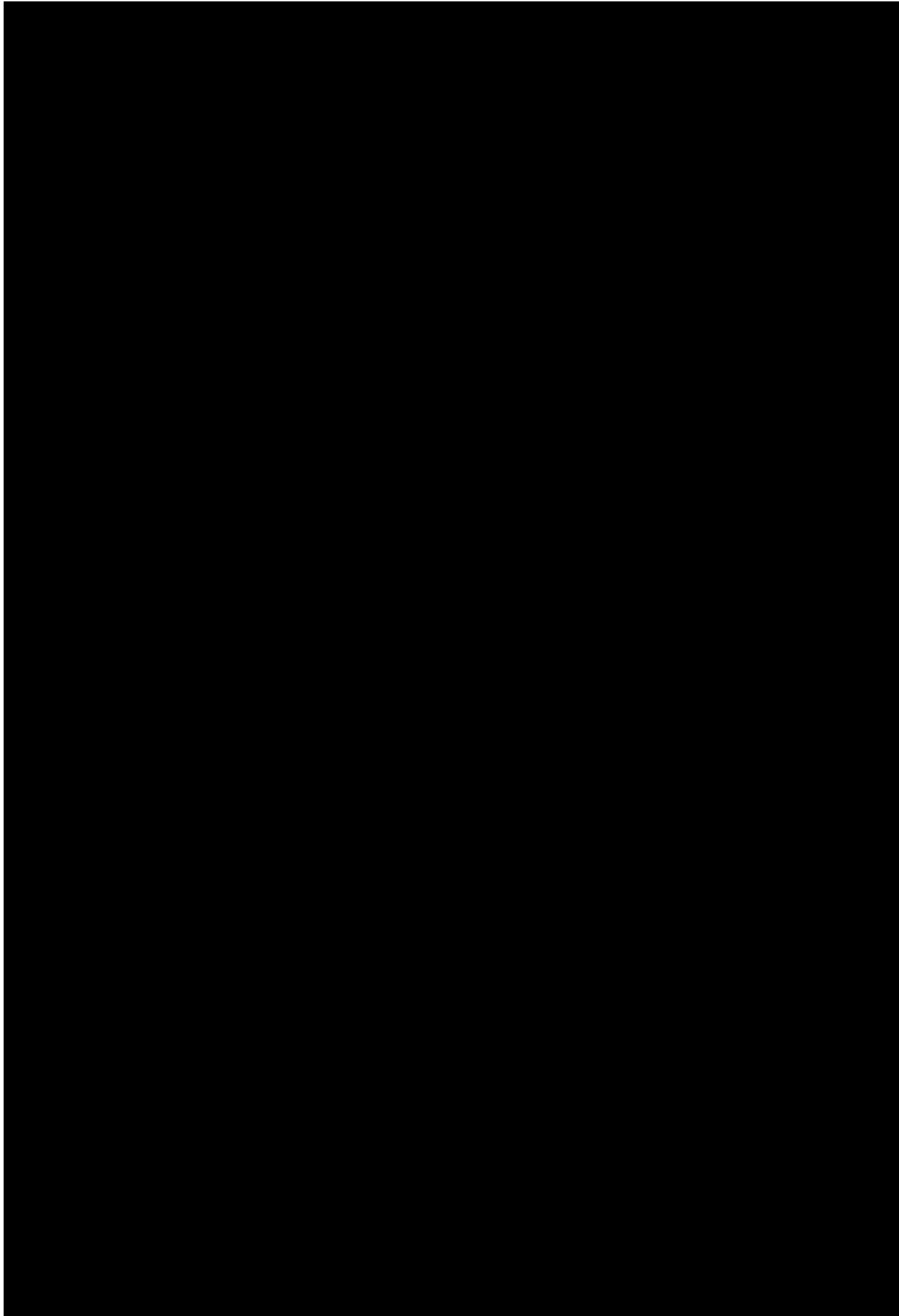


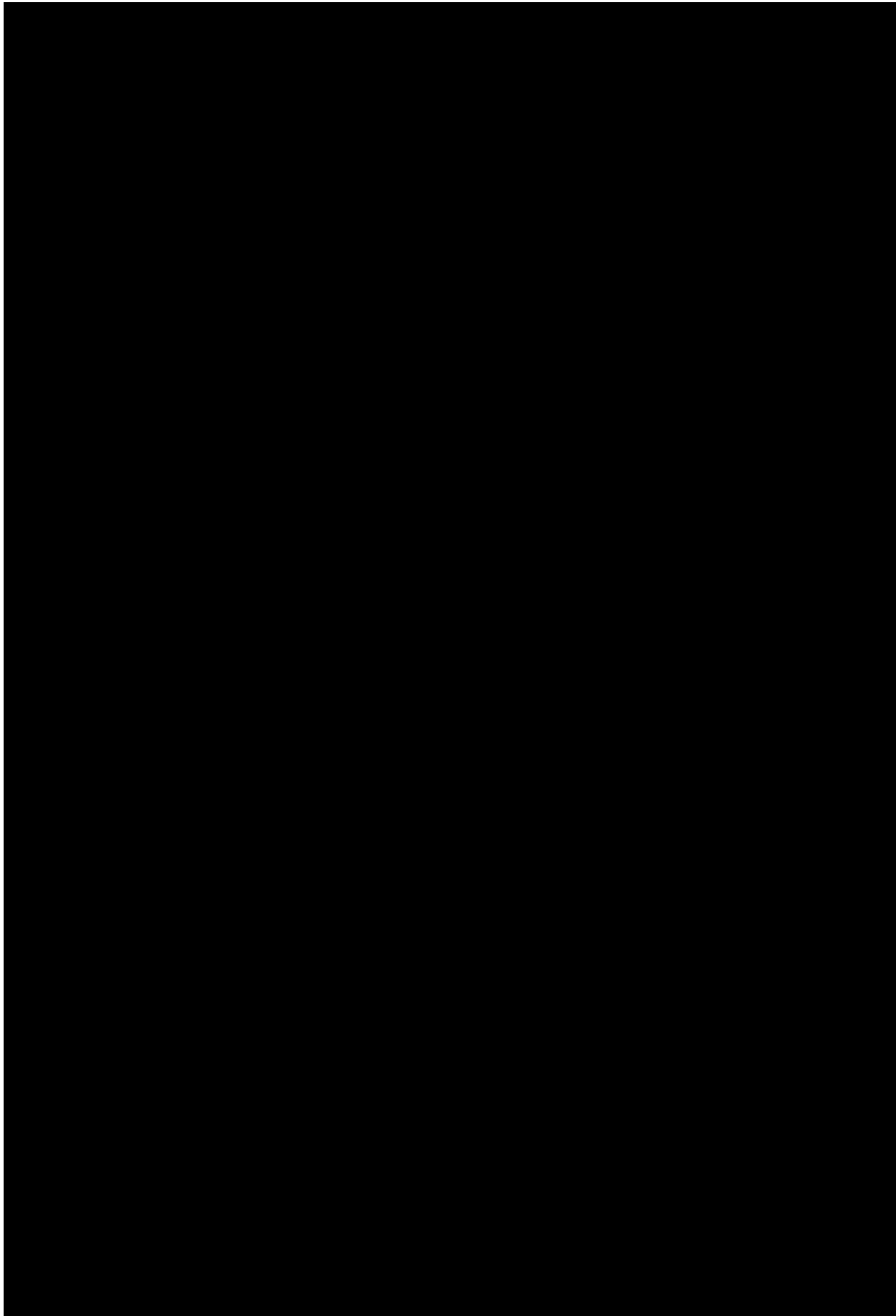


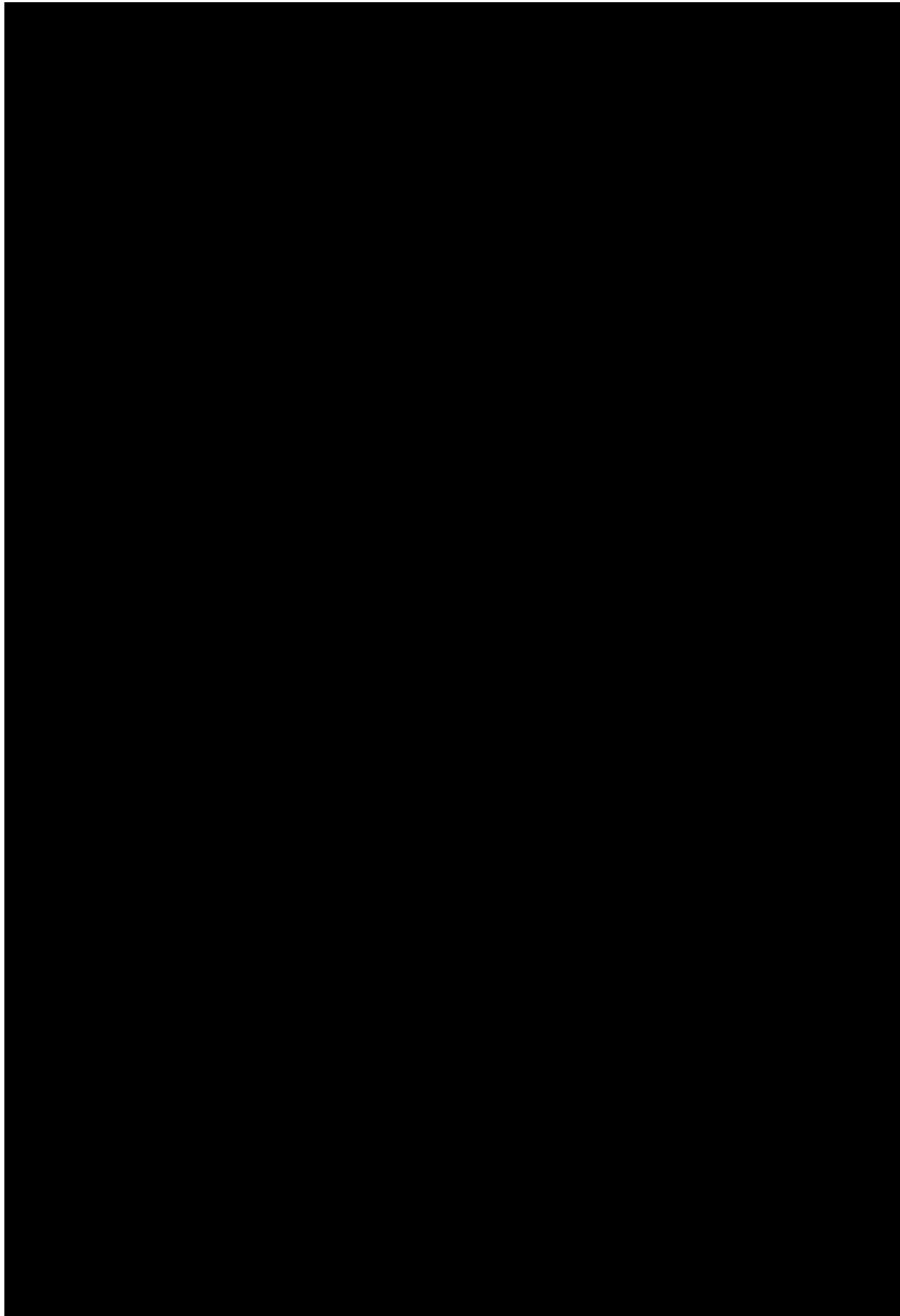


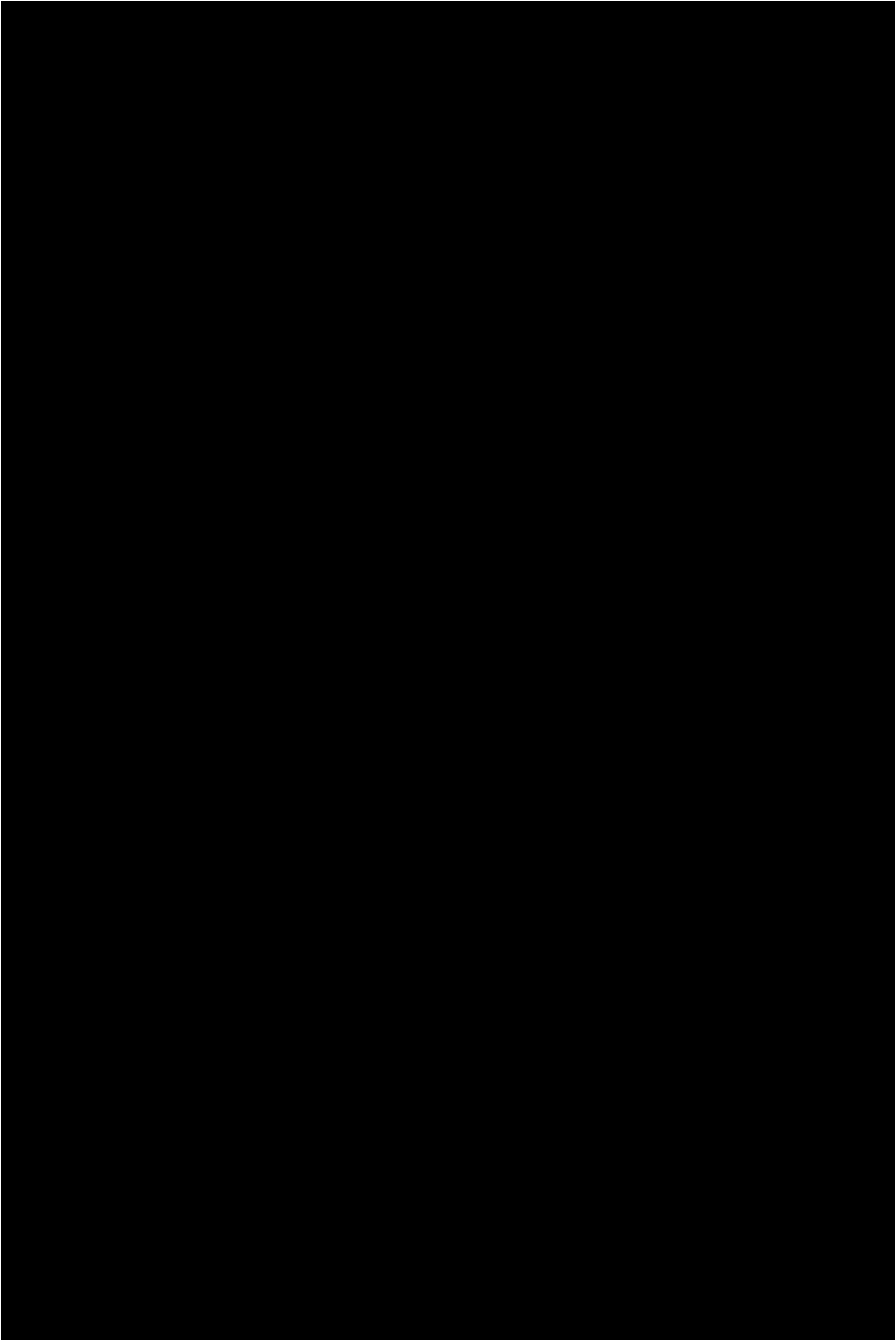


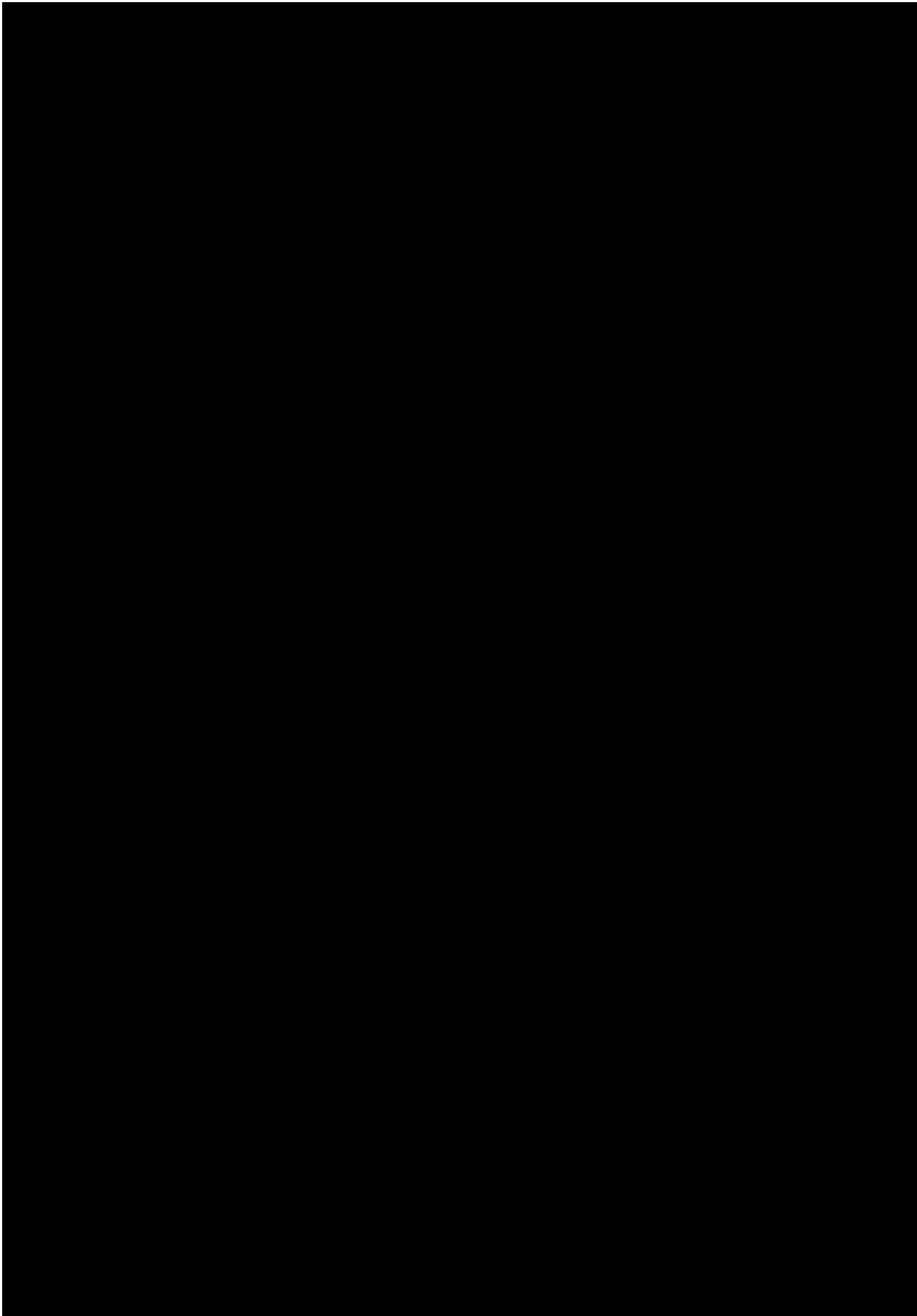


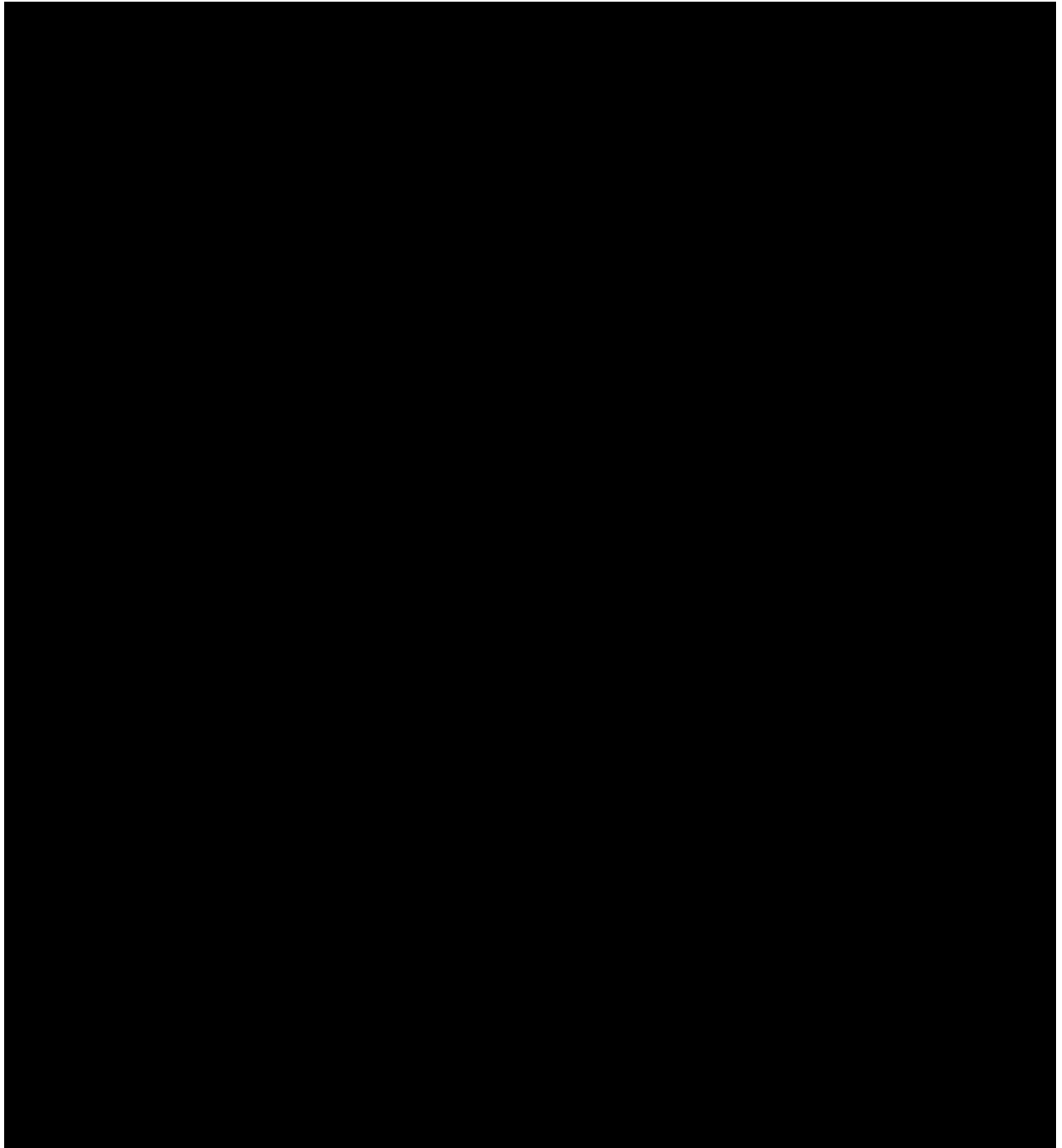




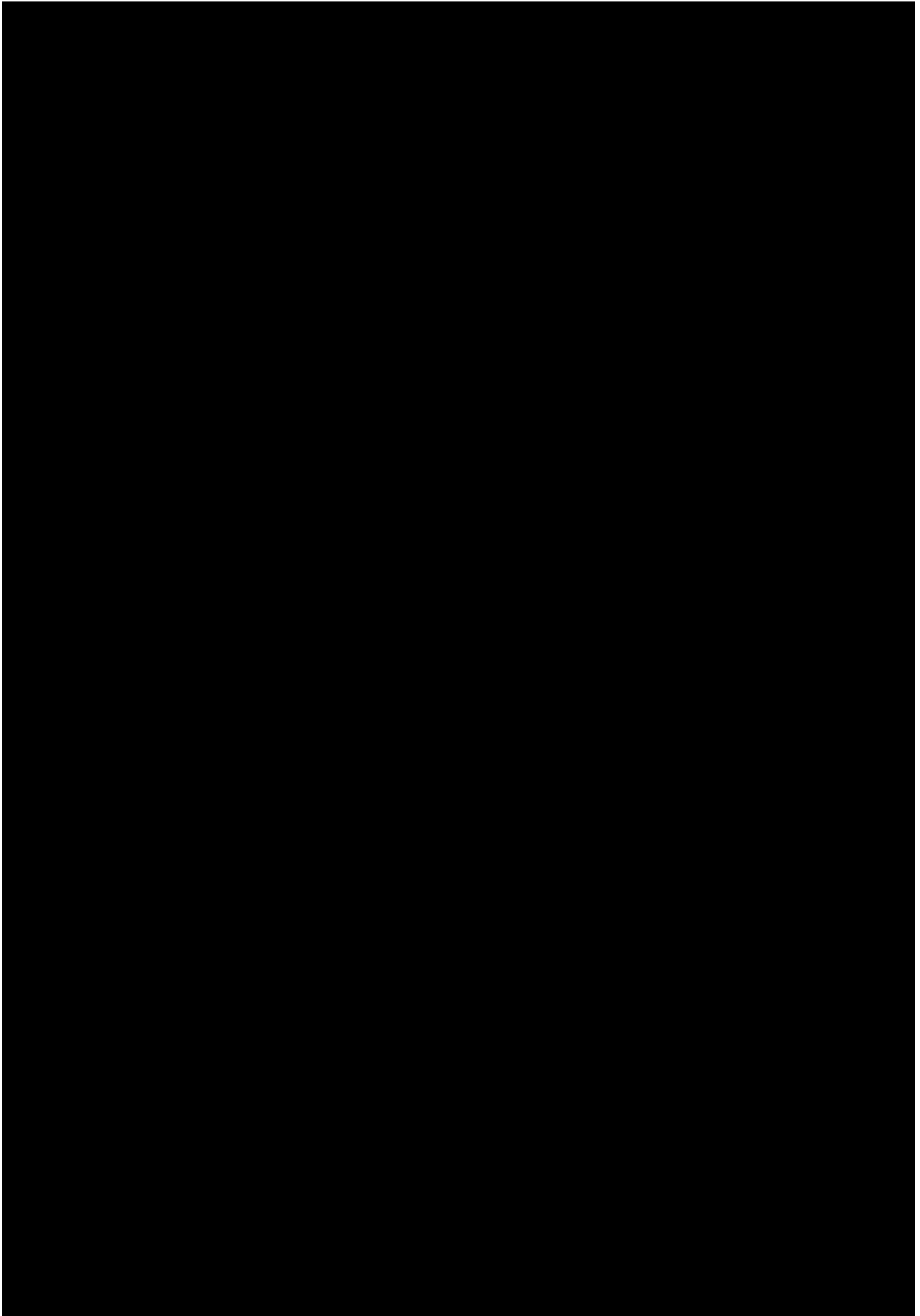


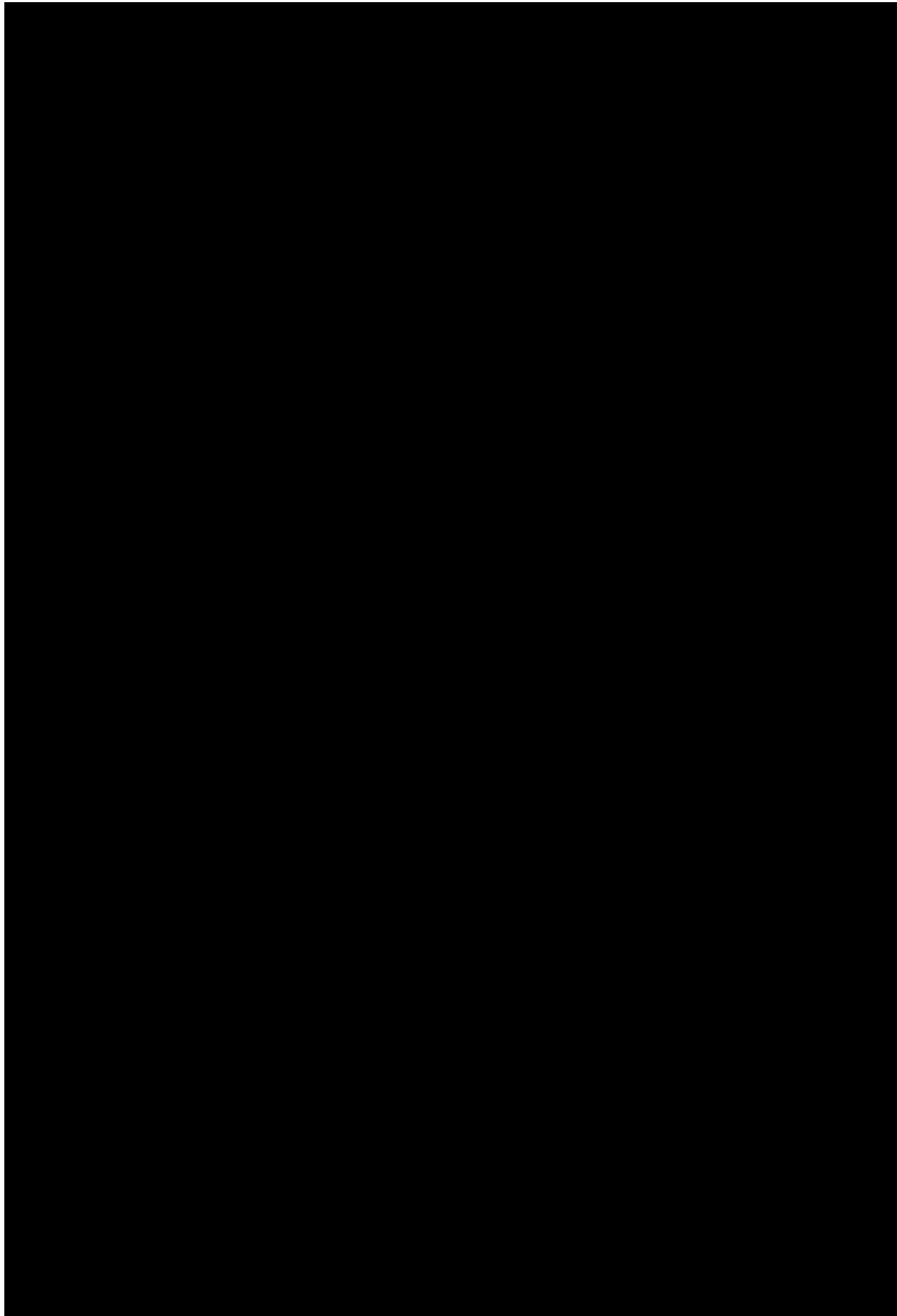


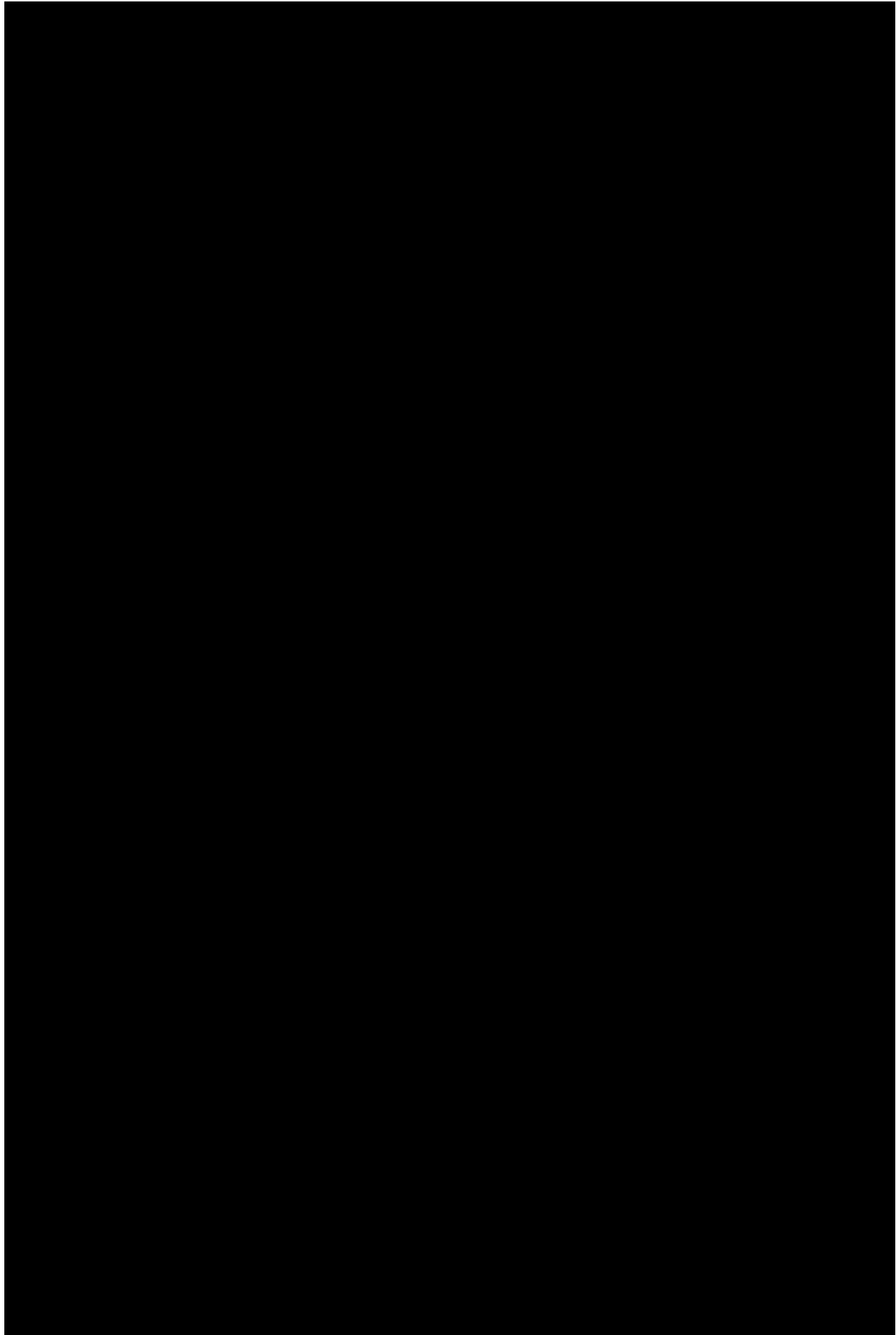


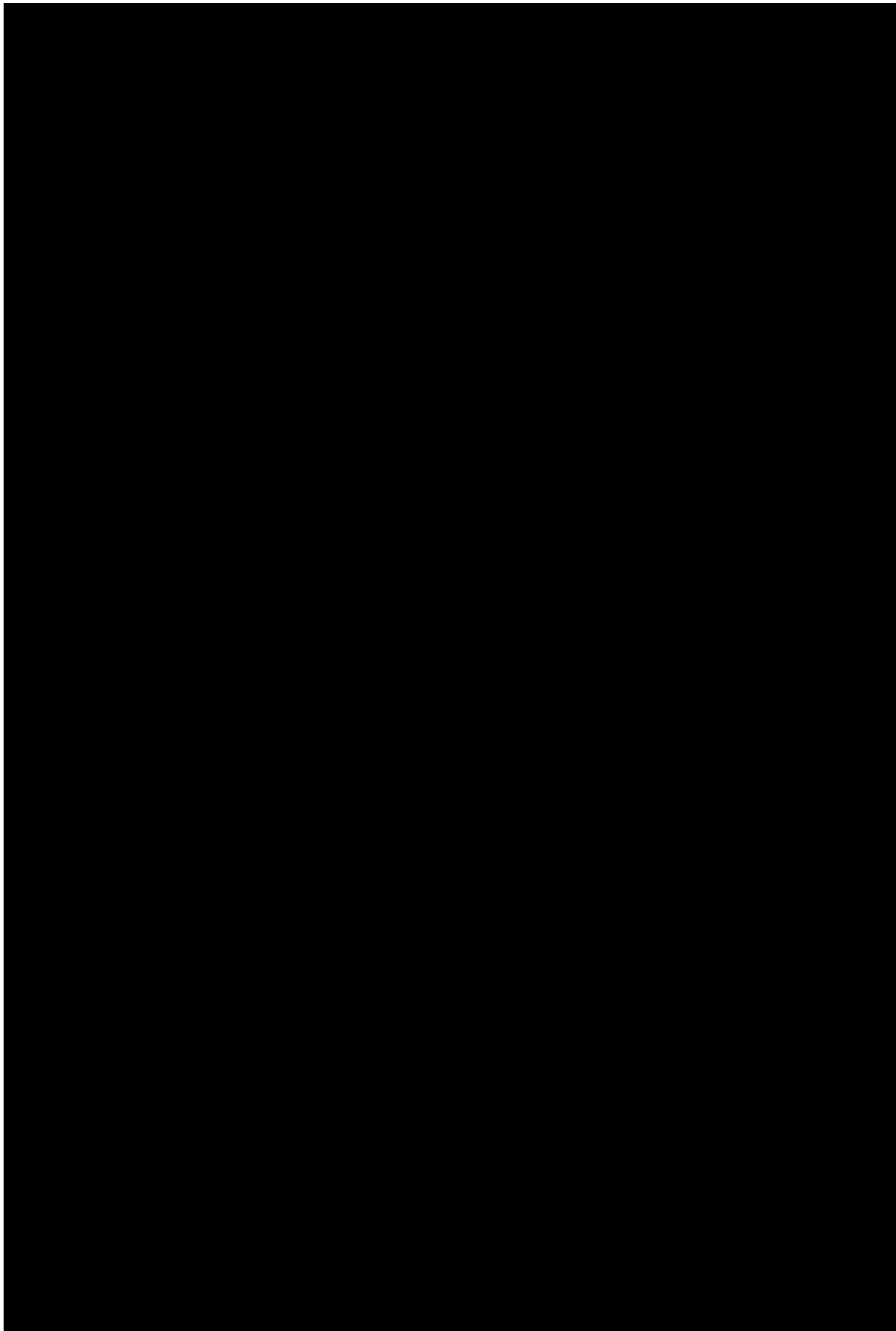


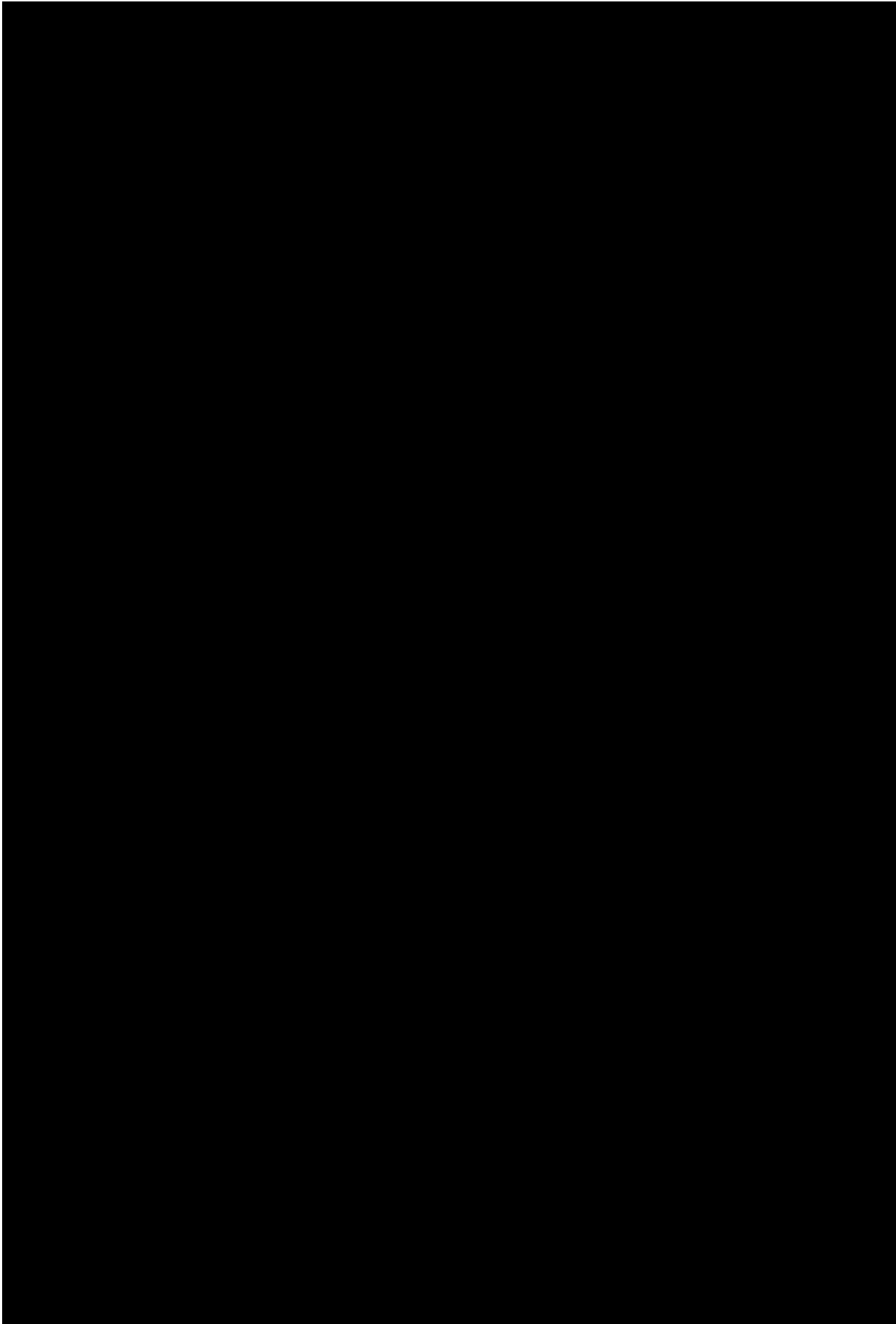
SCHEDULE C3. – WL CONTRACTOR'S TENDER DESIGN

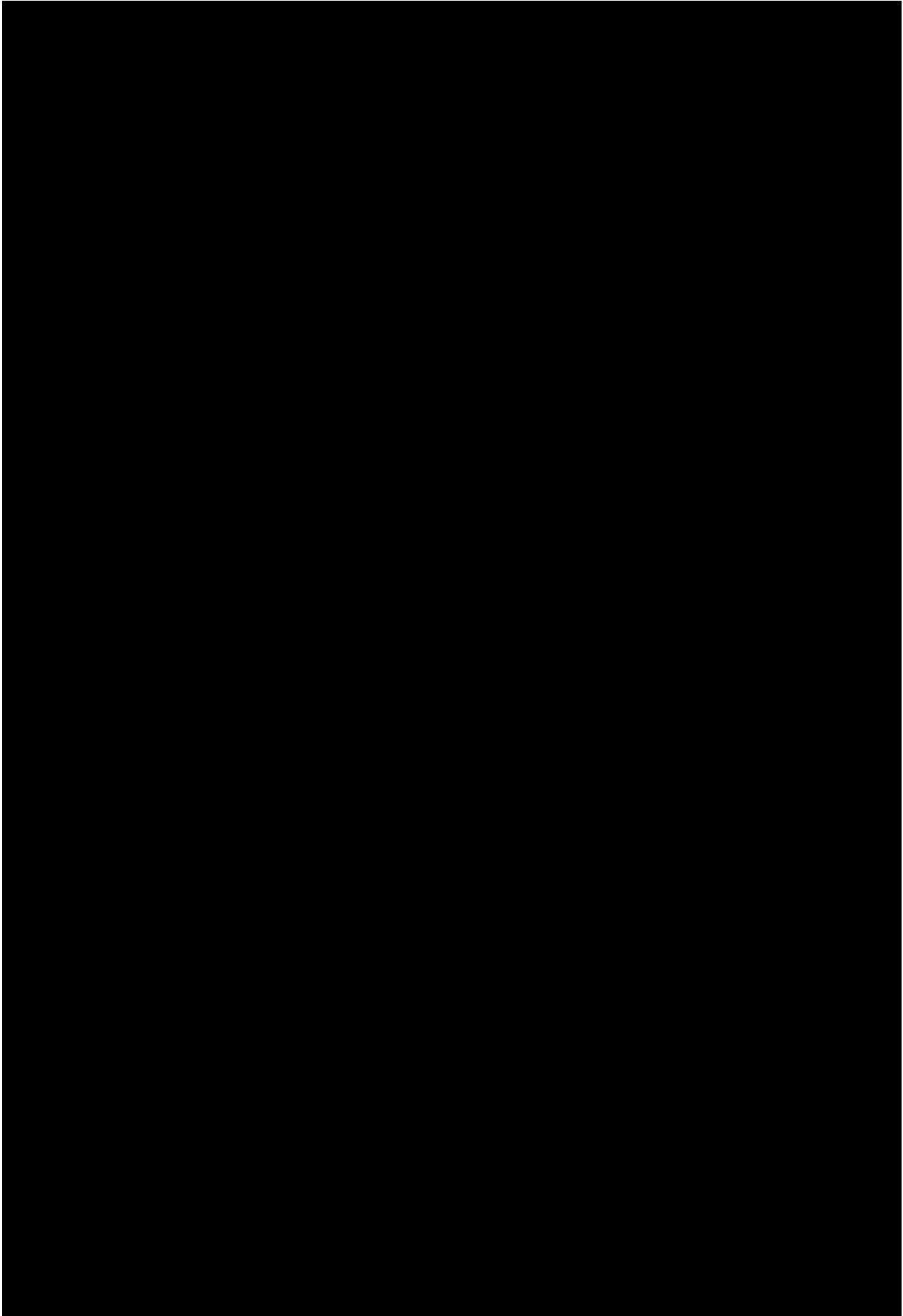


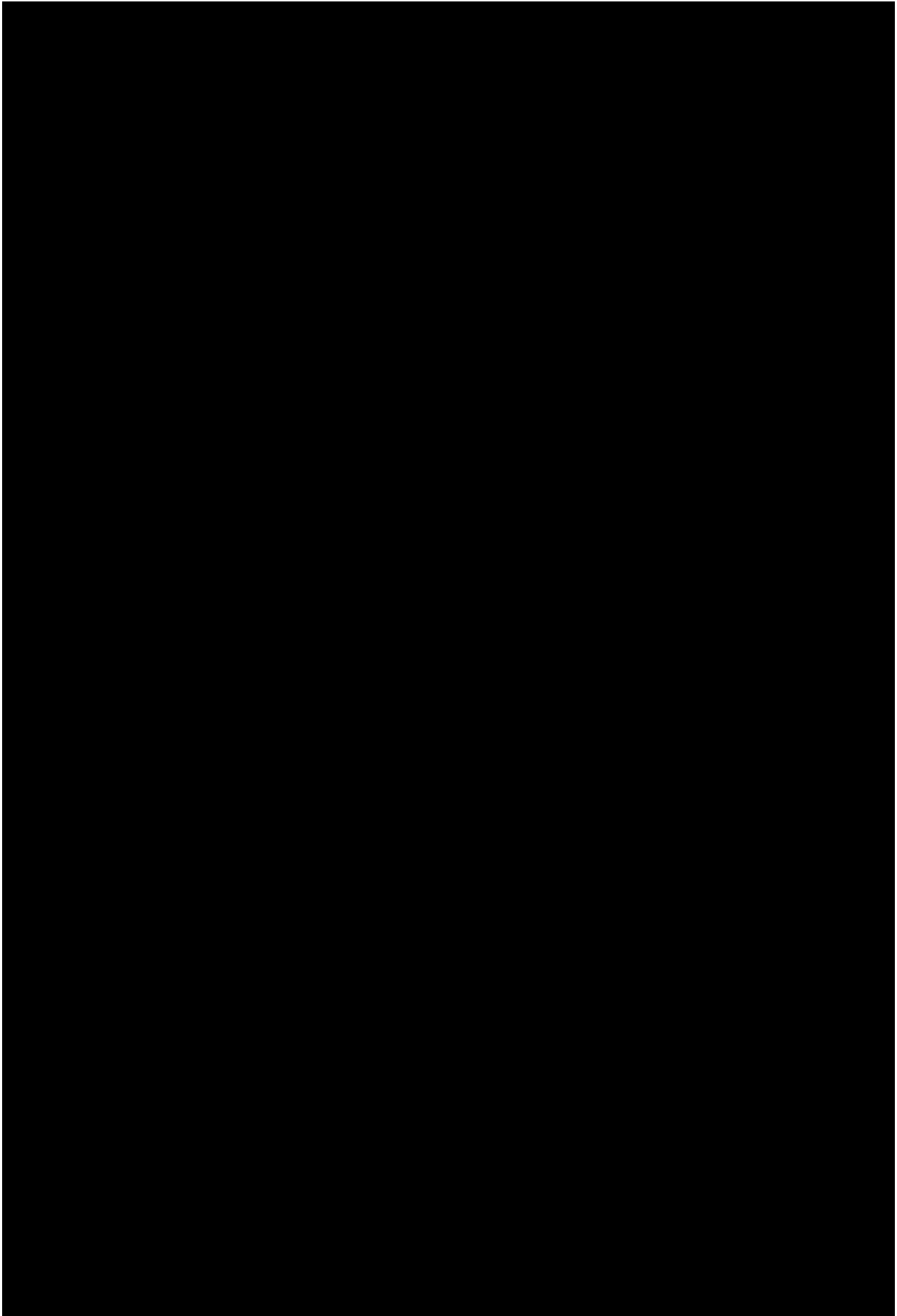


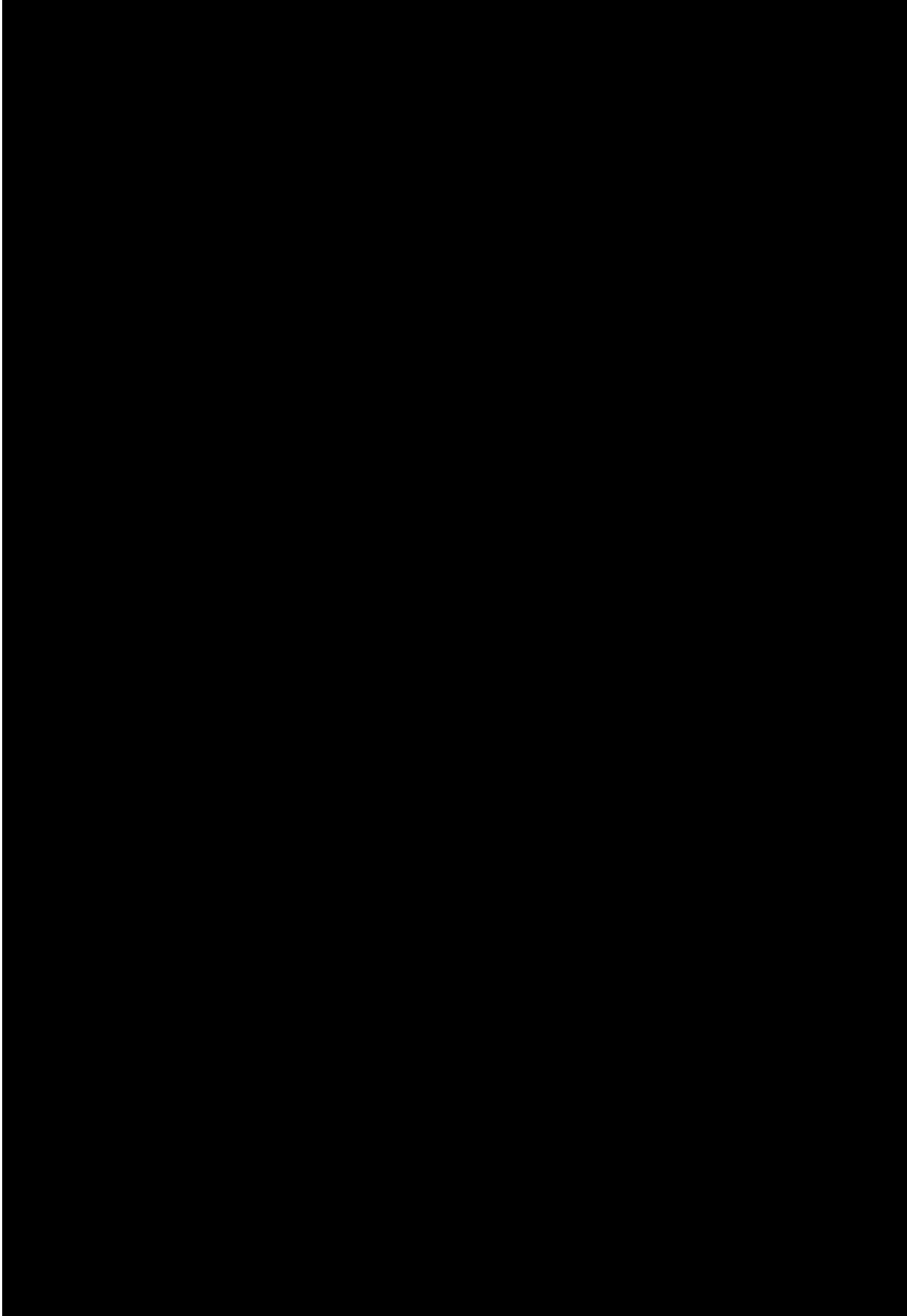


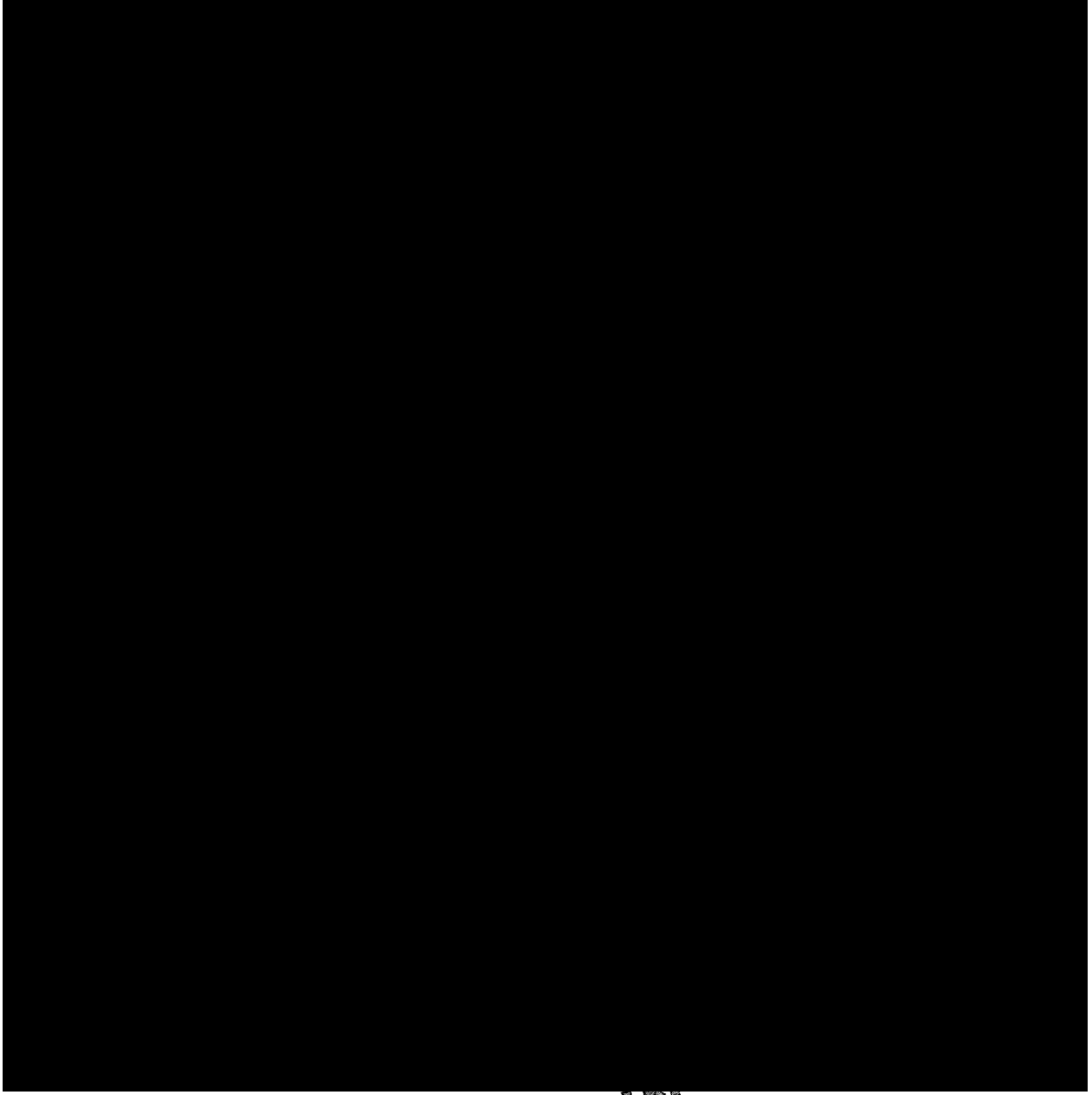






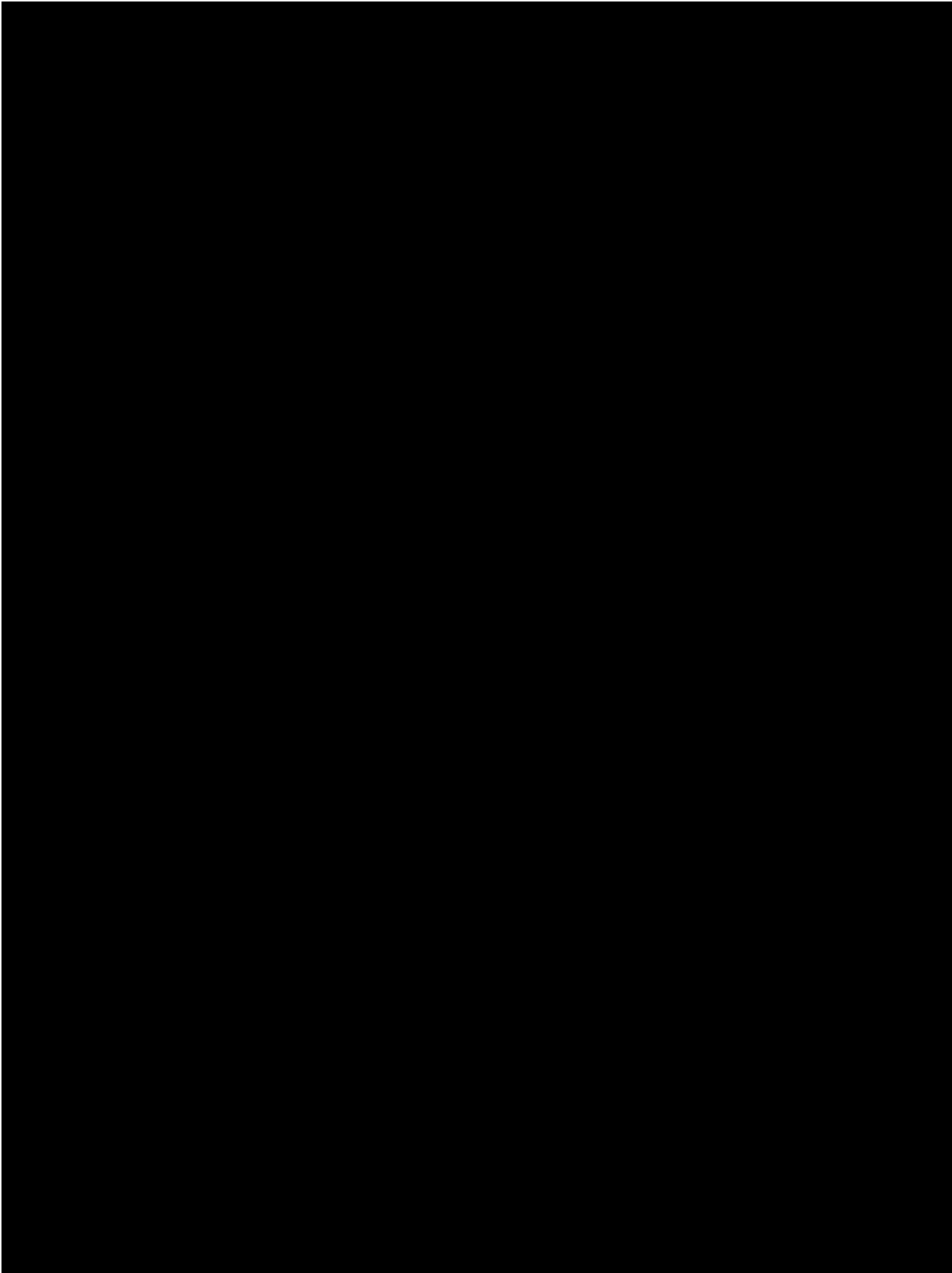




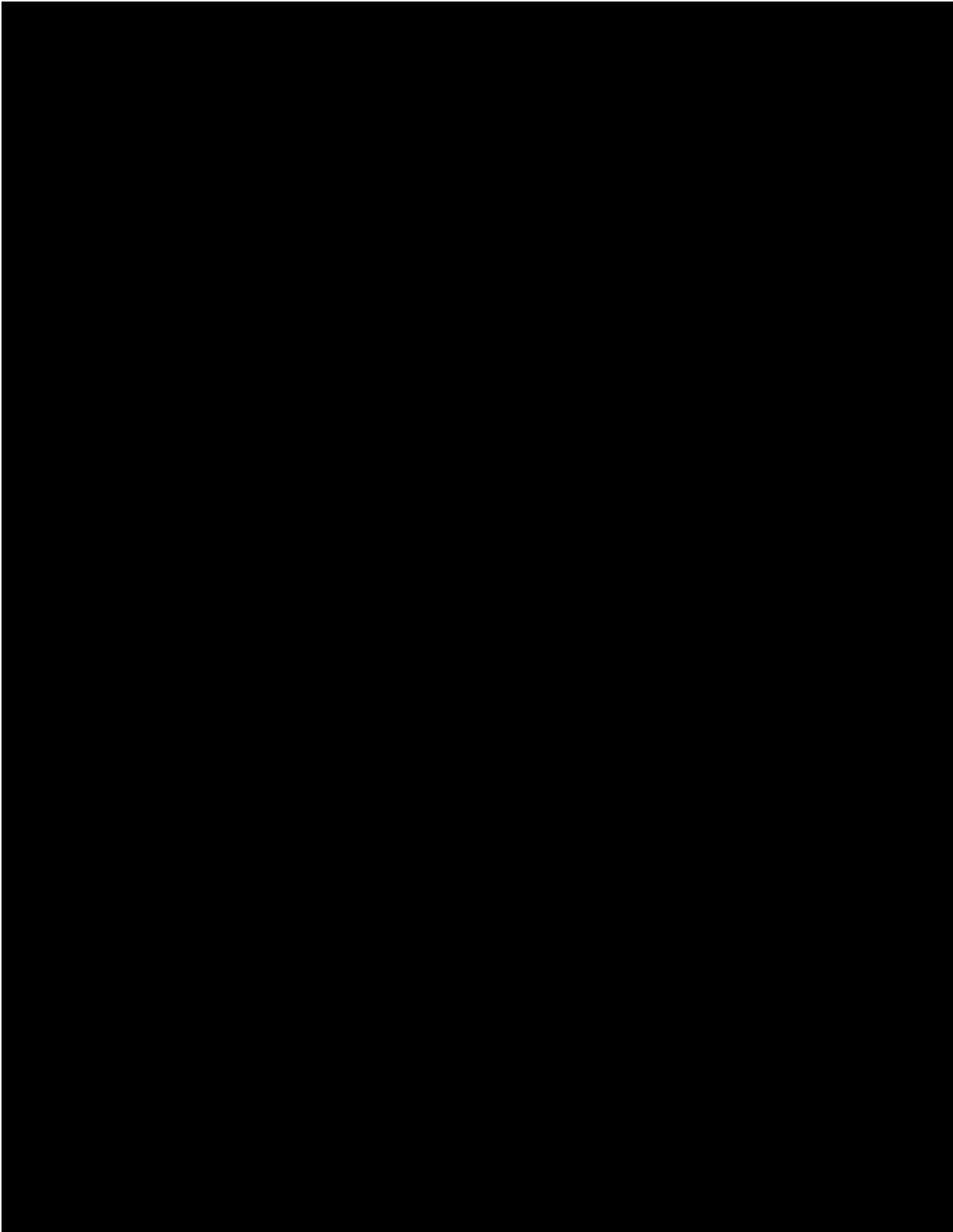


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SCHEDULE C4. – WL CONTRACTOR'S TENDER DESIGN DEVELOPMENT



**SCHEDULE C5. – DESIGN DOCUMENTATION TO BE REVIEWED BY THE
INDEPENDENT CERTIFIER AT DESIGN STAGE 2**



SCHEDULE D1. – SITE ACCESS SCHEDULE

(Schedule A2 and clause 9)

1. OVERVIEW AND SCOPE

1.1 General

- (a) This Schedule D1 identifies:
- (i) the Project Site and Temporary Areas forming the Construction Site;
 - (ii) the Early Site Access Date, Site Access Date, and Site Access Expiry Date for each part of the Construction Site;
 - (iii) the restrictions upon access, possession and use that will apply to the WL Contractor's access to or use of each part of the Construction Site; and
 - (iv) the restrictions on the type of Project Works or Temporary Works that may be constructed on each part of the Construction Site.
- (b) This Schedule D1 is subject to the requirements of:
- (i) this deed; and
 - (ii) any other document or condition referred to in this Schedule D1 (including in the "Restrictions upon access, possession and use" column of the tables contained in sections 3 and 4 of this Schedule D1).

1.2 References

In this Schedule D1, a reference to:

- (a) an **Area** is a reference to an area of land depicted in the Construction Site Drawings with an individual Area reference (e.g. Area 'A4');
- (b) **Construction Site Drawings** is a reference to the drawings described in Table 1 of section 2.1 of this Schedule D1;
- (c) **Lot [No.] DP [No.]** are references to land contained in the lots and deposited plans (DPs) registered with LRS as at the date of this deed under the *Real Property Act 1900* (NSW); and
- (d) **Lot [No.] in Draft DP [No.]** is a reference to the area contained in the lot so numbered in the unregistered plan so numbered in Table 2 of section 2.1 of this Schedule D1.

2. CONSTRUCTION SITE – DRAWINGS

2.1 Drawings and Unregistered Plans of Acquisition

- (a) This Schedule D1 contains the drawings identified in Table 1 of this section 2.1 and the Unregistered Plans of Acquisition identified in Table 2 of this section 2.1, which are included in Schedule F1 as electronic files.

Table 1 Drawings

Drawing number	Revision	Drawing title (number of sheets)	Electronic reference	file
NWRLSRT-RPS-SWS-SR-DWG-000024	C	SMC & SW WATERLOO STATION AND METRO QUARTER DEVELOPMENT SITE ACCESS PLAN (2 sheets)	NWRLSRT-RPS-SWS-SR-DWG-000024.C.01.INF	

Table 2 Unregistered Plans of Acquisition

Draft DP No.	Plan number	Drawing title (number of sheets)	Electronic reference	file
N/A	N/A	N/A	N/A	

2.2 Explanation of Tables 3 and 4

- (a) Tables 3 and 4 in this Schedule D1 comprise 6 columns as follows:
- (i) "Area of Construction Site" specifies the specific parcel of land within the Construction Site;
 - (ii) "Early Site Access Date" is the earliest date on which, if the Principal's Representative gives the WL Contractor a notice under clause 9.2(d), the Construction Licence in respect of the land referred to in the corresponding "Area of Construction Site" column may commence, and must be read in conjunction with the corresponding "Site Access Expiry Date" and "Restrictions upon access, possession and use" columns;
 - (iii) "Site Access Date" is the date on which the Principal must give the WL Contractor access to the land referred to in the corresponding "Area of Construction Site" column, and must be read in conjunction with the corresponding "Site Access Expiry Date" and "Restrictions upon access, possession and use" columns;
 - (iv) "Site Access Expiry Date" is the date on which the Principal is no longer required to give the WL Contractor access to the land referred to in the corresponding "Area of Construction Site" column;
 - (v) "Restrictions upon access, possession and use" either:
 - (A) contains a cross reference to a document; or
 - (B) specifies terms and conditions,
with which the WL Contractor must comply in accessing or occupying the land referred to in the corresponding "Area of Construction Site" column; and

- (vi) "Restrictions on type of work" are the restrictions on the type of work that may be carried out by the WL Contractor on the land referred to in the corresponding "Area of Construction Site" column.

2.3 General terms and restrictions upon access

The "Restrictions upon access, possession and use" columns of Tables 3 and 4 in this Schedule D1 do not limit the WL Contractor's obligations to comply with this deed (including the SWTC) or the Project Plans.

2.4 Boundaries

- (a) Subject to section 2.4(b) of this Schedule D1, each Area in the Construction Site Drawings contains the land enclosed by the plan area represented for that Area in the Construction Site Drawings.
- (b) Areas in the Construction Site Drawings are unrestricted in height and depth above and below the plan area represented in the Construction Site Drawings, unless a limit is specified in the Construction Site Drawings or this Schedule D1.
- (c) Where boundaries of the Construction Site are identified as curved in the Construction Site Drawings, the boundary is defined by the schedule of curved boundaries included in the Construction Site Drawings.

3. PROJECT SITE FORMING PART OF THE CONSTRUCTION SITE

Table 3 Project Site

1.	Areas 'B1', 'B2', 'B3', 'B4', 'B5', 'B6' and 'B7'		<p>(a) Subject to paragraph (d), the WL Contractor must provide the LW Contractor with access to and over each Area to move materials into the running tunnels, and for this purpose ensure that those Areas are Accessible for use by the LW Contractor.</p> <p>(b) Subject to paragraph (d), the WL Contractor must provide the LW Contractor with access to Area 'B3A' to move materials into the running tunnels and through the station box, and for this purpose ensure that those Areas are Accessible for use by the LW Contractor.</p> <p>(c) Subject to paragraph (d), the WL Contractor must provide the LW Contractor with access to Area 'B3A':</p> <p>(i) as required for vehicle access and crane set-up;</p>
			N/A

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No	Area of Construction Site	Early Site Access Date	Site Access Date	Access Site Expiry Date	Restrictions upon possession and use	Restrictions on type of work
					<p>and</p> <p>(ii) to a loading area for the craning of materials into the tunnel,</p> <p>and for this purpose ensure that Area 'B3A' is Accessible for use by the LW Contractor.</p> <p>(d) The restrictions upon access, possession and use for each Area will:</p> <p>(i) (commencement) commence, in the case of:</p> <p>(A) paragraph (a), on the date that the WL Contractor is first provided with access to one of the Areas outlined in Column 2; and</p> <p>(B) paragraph (b) and (c), on the date that the WL Contractor is first provided with access to Area 'B3A';</p>	

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 AND
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No	Area of Construction Site	Early Site Access Date	Site Access Date	Access Site Expiry Date	Restrictions upon possession and use	Restrictions on type of work
					<p>(ii) (expiry) expire, in the case of:</p> <p>(A) paragraph (a), one month after the WL Contractor has:</p> <p>(aa) been provided with access to the entire Construction Site in accordance with this deed; and</p> <p>(bb) as required under this deed, obtained those Approvals which are required in order for the WL Contractor to provide the LW Contractor with access to each Area in order to perform the relevant Interface Works; and</p> <p>(B) paragraph (b) and (c), one month after</p>	

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No	Area of Construction Site	Early Site Access Date	Site Access Date	Access Site Access Expiry Date	Restrictions upon possession and use	access, Restrictions on type of work
					the restriction in paragraph (a) ceases.	

4. **TEMPORARY AREAS FORMING PART OF THE CONSTRUCTION SITE**

Table 4 Temporary Areas

No	Area of Construction Site	Early Site Access Date	Site Access Date	Access Site Access Expiry Date	Restrictions upon possession and use	access, Restrictions on type of work
1.	Area 'B8'				N/A	N/A
2.	Area 'B9'				<p>(a) The WL Contractor must provide the LW Contractor with access to and over Area 'B9' to move materials into the running tunnels, and for this purpose ensure that this Area is Accessible for use by the LW Contractor.</p> <p>(b) The WL Contractor must provide the LW Contractor with access to Area 'B9A' to move materials into the running tunnels, and for this purpose</p>	

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No	Area of Construction Site	Early Site Access Date	Site Access Date	Access Site Access Expiry Date	Restrictions upon possession and use	Restrictions on type of work
					<p>ensure that this Area is Accessible for use by the LW Contractor.</p> <p>(c) The WL Contractor must provide the LW Contractor with access to Area 'B9A':</p> <p>(i) as required for vehicle access and crane set-up; and</p> <p>(ii) to a loading area for the craning of materials into the tunnel,</p> <p>and for this purpose ensure that Area 'B9A' is Accessible for use by the LW Contractor.</p> <p>(d) The restrictions upon access, possession and use for each Area will:</p> <p>(i) (commencement) commence, in the case of:</p> <p>(A) paragraph (a), on the date that the WL Contractor is first provided with access to</p>	

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No	Area of Construction Site	Early Site Access Date	Site Access Date	Site Access Expiry Date	Restrictions upon possession and use	Restrictions on type of work
					<p>Area 'B9'; and</p> <p>(B) paragraph (b) and (c), on the date that the WL Contractor is first provided with access to Area 'B9A';</p> <p>(ii) (expiry) expire, in the case of:</p> <p>(A) paragraph (a), one month after the WL Contractor has:</p> <p>(aa) been provided with access to the entire Construction Site in accordance with this deed; and</p> <p>(bb) as required under this deed, obtained those Approvals which are required in order for the WL Contractor to provide the LW Contractor with access to Area 'B9' in order to perform the relevant</p>	

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No	Area of Construction Site	Early Site Access Date	Site Date	Access	Site Access Expiry Date	Restrictions upon possession and use	Restrictions on type of work
						Interface Works; and (B) paragraph (b) and (c), one month after the restriction in paragraph (a) ceases.	
3.	Area 'B10'					The WL Contractor must comply with the requirements set out in clause 4 of Schedule D4 (<i>Requirements of Third Party Agreements</i>).	The WL Contractor must comply with the requirements set out in clause 4 of Schedule D4 (<i>Requirements of Third Party Agreements</i>).

SCHEDULE D2. – REQUIREMENTS OF APPROVALS

(Schedule A2 and clause 7.4(c))

1. REQUIREMENTS OF APPROVALS

1.1 Environmental Representative

- (a) **(Engagement)** The Principal will engage the Environmental Representative as required by the Planning Approval.
- (b) **(Independence and functions)** The WL Contractor acknowledges that the Environmental Representative:
 - (i) is independent of the parties;
 - (ii) is required to discharge certain functions as identified in the Planning Approval;
 - (iii) is required to oversee the implementation of all Environmental Management Plans and monitoring programs required under the Planning Approval and shall advise the Principal upon achievement of the outcomes contemplated in the Planning Approval; and
 - (iv) is required to advise the Principal and the Principal's Representative on the WL Contractor's compliance with the Planning Approval.
- (c) **(Provisions of information)** The WL Contractor must co-operate with the Environmental Representative and provide the Environmental Representative with:
 - (i) all information and documents (including licences and approvals relating to environmental performance and environmental impacts); and
 - (ii) allow the Environmental Representative to attend meetings and access all premises (including all places at which the WL Contractor's Activities are being undertaken), all as may be:
 - (A) necessary or reasonably required for the Environmental Representative to perform its functions in connection with this deed; or
 - (B) lawfully requested by the Environmental Representative or directed by the Principal's Representative.
- (d) **(No interference)** The WL Contractor must:
 - (i) comply with the lawful requirements of the Environmental Representative; and
 - (ii) not interfere with or improperly influence the Environmental Representative in the performance of any of its functions in connection with this deed.
- (e) **(No Claim)** Nothing that the Environmental Representative does or fails to do pursuant to the purported exercise of its functions in connection with this deed will give rise to any Liability from the Principal to the WL Contractor.

1.2 Independent Property Impact Assessment Panel

- (a) **(IPIAP)** The WL Contractor acknowledges that the Principal has established an Independent Property Impact Assessment Panel for Sydney Metro City & Southwest in accordance with the requirements of the Project Planning Approval (Chatswood to Sydenham).
- (b) **(Cooperate)** The WL Contractor must (at its cost):
 - (i) cooperate with the Independent Property Impact Assessment Panel and provide the Independent Property Impact Assessment Panel with any assistance, information or documentation that the Independent Property Impact Assessment Panel may reasonably require in order to carry out its functions;
 - (ii) permit the Independent Property Impact Assessment Panel to access the Construction Site and inspect the WL Contractor's Activities provided that the WL Contractor is given reasonable prior written notice and the members of the Independent Property Impact Assessment Panel comply with the WL Contractor's reasonable work health and safety procedures; and
 - (iii) attend any meeting of the Independent Property Impact Assessment Panel that it is requested to attend by the Principal's Representative or the chairperson of the Independent Property Impact Assessment Panel provided that the WL Contractor is given reasonable prior written notice of any such meeting.

1.3 Community relations

The WL Contractor:

- (a) **(acknowledgement)** acknowledges that:
 - (i) the areas where the Project Works are being carried out are of great importance to many people, including local residents and businesses; and
 - (ii) the Principal will retain a key role in the management of community relations activities for the Project Works; and
- (b) **(participation)** must manage and participate in all community relations and involvement programs and activities as:
 - (i) required by this deed (including Appendix F5 of the SWTC);
 - (ii) as required by any relevant Approval or Authority;
 - (iii) contained in the Community Communications Strategy - Waterloo; or
 - (iv) reasonably required by the Principal from time to time.

SCHEDULE D3. – APPROVALS AND PLANNING APPROVAL CONDITIONS

(Schedule A2 and clause 7.4)

1. APPROVALS TO BE OBTAINED BY THE PRINCIPAL

1.1 Existing Approvals

The Project Planning Approval (Chatswood to Sydenham).

1.2 Future Approvals to be obtained by the Principal

None.

2. OBLIGATIONS IN RESPECT OF THE PLANNING APPROVAL

- (a) The WL Contractor must, in performing the WL Contractor's Activities, comply with all of the obligations, conditions and requirements of the Planning Approval, as if it were the Principal, to the extent that they relate to the Project Works, the Temporary Works or the WL Contractor's Activities except to the extent that this Schedule D3 provides that the Principal will comply with the obligation, condition or requirement or this Schedule D3 limits the WL Contractor's obligation in respect of that obligation, condition or requirement.
- (b) In complying with the requirements of E66 and E67 for the Project Site, the WL Contractor must procure a Section A1 Site Audit Statement in accordance with the NSW Environment Protection Agency requirements on or before Completion of Portion 2.
- (c) Nothing specified in this Schedule D3 as being the responsibility of the Principal will relieve the WL Contractor from complying with any obligation set out elsewhere in the deed.

3. THE PRINCIPAL'S OBLIGATIONS IN RESPECT OF PROJECT PLANNING APPROVAL (CHATSWOOD TO SYDENHAM)

- (a) Terms which have a defined meaning in the Project Planning Approval (Chatswood to Sydenham) have the same meaning where used in this section 3.
- (b) In relation to the conditions in schedule 2 of the Project Planning Approval (Chatswood to Sydenham) the Principal will:
 - (i) be responsible for A1.1;
 - (ii) be responsible for A4;
 - (iii) in relation to A7, submit the information provided by the WL Contractor, to the Secretary. The WL Contractor must undertake all activities necessary to comply with this condition (except submission to the Secretary) and provide the information to the Principal;
 - (iv) in relation to A9, submit the information provided by the WL Contractor, to the Secretary. The WL Contractor must undertake all activities necessary to comply with this condition (except submission to the Secretary) and provide the information to the Principal;
 - (v) be responsible for A10;
 - (vi) be responsible for A12 to A15, except that:

- (A) the WL Contractor must inform the Principal if staging of deliverables is required in addition to that identified in the Staging Report; and
- (B) the WL Contractor must carry out the WL Contractor's Activities in accordance with the Staging Report;
- (vii) be responsible for A21;
- (viii) in relation to A22, engage, nominate, and seek approval from the Secretary of a suitably qualified and experienced Environmental Representative (**ER**). The Principal will be the single point of contact with the Secretary and will provide the WL Contractor with the date the submission for approval is made, or notify the WL Contractor of any other timeframe relevant to this condition;
- (ix) in relation to A23, the Principal will notify the WL Contractor when the approval of the Secretary is given;
- (x) be responsible for A24, except that the WL Contractor must:
 - (A) provide the Principal with all information, documents, details and data relating to the WL Contractor's Activities that could relate to the approved ER's functions and obligations under condition A24; and
 - (B) facilitate any actions necessary for the ER to carry out its functions and obligations under condition A24;
- (xi) in relation to A25, engage, nominate, and seek approval from the Secretary of a suitably qualified and experienced Acoustics Adviser (**AA**) and additional suitably qualified and experienced persons to assist the lead AA. The Principal will be the single point of contact with the Secretary and will provide the WL Contractor with the date the submission for approval is made, or notify the WL Contractor of any other timeframe relevant to this condition;
- (xii) in relation to A26, notify the WL Contractor when the approval of the Secretary is given;
- (xiii) be responsible for A27, except that the WL Contractor must:
 - (A) provide the Principal with all information, documents, details and data relating to the WL Contractor's Activities that could relate to the approved AA's functions and obligations under condition A27; and
 - (B) facilitate any actions necessary for the AA to carry out its functions and obligations under condition A27;
- (xiv) be responsible for A28;
- (xv) be responsible for A29. The Principal will notify the WL Contractor of the date of submission to the Secretary and if there is any other timeframe agreed with the Secretary relevant to the Project Works and the WL Contractor's Activities;
- (xvi) be responsible for A30, except that the WL Contractor must:
 - (A) provide the Principal with all the information, documents, details and data relating to the WL Contractor's Activities to enable the Principal to comply with this condition; and

- (B) participate in any activities necessary under the Compliance Tracking Program;
- (xvii) be responsible for A31, except that the WL Contractor must provide the Principal with all the information, documents, details and data relating to the WL Contractor's Activities to enable the Principal to comply with A31. The Principal will be the single point of contact with the Secretary and notify the WL Contractor any other timeframe relevant to this condition agreed with the Secretary;
- (xviii) be responsible for A32, except that the WL Contractor must provide the Principal with all the available information, documents, details and data relating to the WL Contractor's Activities that support the required compliance reporting under the Pre-Construction Compliance Report;
- (xix) be responsible for A33, except that the WL Contractor must provide the Principal with all the available information, documents, details and data relating to the WL Contractor's Activities that support the required compliance reporting under the Pre-Construction Compliance Report;
- (xx) be responsible for A34, except that the WL Contractor must provide the Principal with all the information, documents, details and data relating to the WL Contractor's Activities to enable the Principal to comply with this condition;
- (xxi) be responsible for A35, except that the WL Contractor must provide the Principal with all the available information, documents, details and data relating to the WL Contractor's Activities necessary to support the Principal's preparation of the "Pre-Operation Compliance Reports";
- (xxii) be responsible for A36;
- (xxiii) be responsible for A37, A39 and A40, except that the WL Contractor must:
 - (A) provide the Principal with all the information, documents, details and data relating to the WL Contractor's Activities to enable the Principal to comply with conditions A37 to A40;
 - (B) participate in any activities necessary under the Environmental Audit Program; and
 - (C) provide reasonable assistance required to enable the independent environmental audits to be carried out.

The Principal will submit the Environmental Audit Program to the Secretary and advise the WL Contractor of the date of submission or any other timeframe relevant to conditions A37, A39 and A40;

- (xxiv) be responsible for A41 to A44, except that the WL Contractor must immediately advise the Principal of any incident requiring notification, promptly provide the Principal with all the information, documents, details and data relating to the WL Contractor's Activities to enable the Principal to comply with these conditions;
- (xxv) be responsible for B1 to B4 to the extent that the Principal will prepare and submit for approval only an overarching Community Communication Strategy. The WL Contractor must prepare its own Community Communication Strategy in accordance with conditions B1 to B4 in relation to the WL Contractor's Activities consistent with the Principal's overarching

Community Communication Strategy. The WL Contractor's Community Communication Strategy must be submitted to the Principal for approval no later than one (1) month before the commencement of construction or within another timeframe agreed with the Principal;

(xxvi) be responsible for B6 and B7, except that the WL Contractor must:

- (A) provide the Principal with all the information, documents, details and data relating to the WL Contractor's Activities that are required to prepare the "Complaints Management System" and maintain a complaints register; and
- (B) implement the Complaints Management System;

(xxvii) be responsible for B8 to B12; except that WL Contractor must ensure that the telephone number, postal address and email address required under condition B9(a), (b) and (c) is placed on site hoarding at each construction site before commencement of Construction (as defined in the Project Planning Approval (Chatswood to Sydenham)) in accordance with condition B10;

(xxviii) be responsible for B13, except that except that the WL Contractor must:

- (A) provide the Principal and the Community Complaints Commissioner with all information, documents, details and data relating to the WL Contractor's Activities in order for the Community Complaints Commissioner to perform its function; and
- (B) co-operate with, and respond to the reasonable requirements of, the Community Complaints Commissioner;

(xxix) be responsible for B14, except that the WL Contractor must provide the Principal with all information, documents, details and data relating to the WL Contractor's Activities that are required to enable the Principal to comply with this condition;

(xxx) be responsible for B15, except that the WL Contractor must:

- (A) establish and maintain a new website, or dedicated pages within an existing website, and comply with condition B15 in relation to the WL existing website, and comply with B15 in relation to the WL Contractor's Activities;
- (B) agree with the Principal on the extent of documentation to be posted on the Contractor's website considering privacy and confidentiality in relation to information, documents, details and data provided by the Contractor;
- (C) comply with level AA accessibility requirements in the Web Content Accessibility Guidelines (WCAG 2.0); and
- (D) provide the Principal with all information, documents, details and data relating to the WL Contractor's Activities that are required for the Principal to comply with condition B15;

(xxxi) in relation to C5, where an agency(ies) request(s) is not included the WL Contractor must provide the Principal with all information, documents, details and data relating to the WL Contractor's Activities that are required to enable the Principal to provide the Secretary with justification as to why;

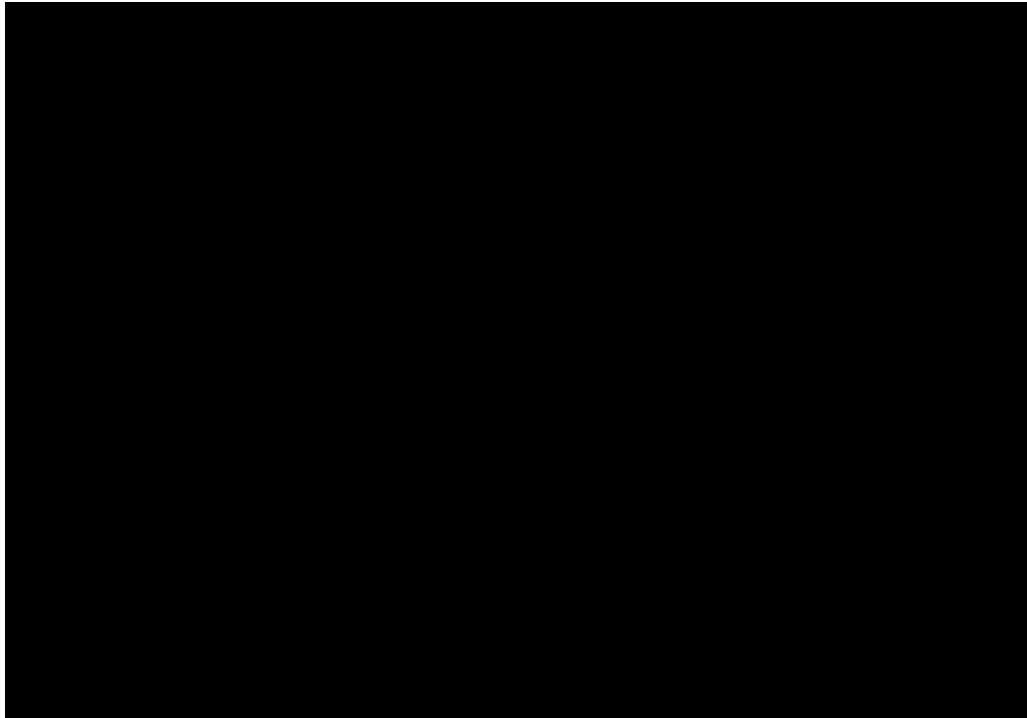
- (xxxii) be responsible for C6, except that the WL Contractor must provide the Principal with all information, documents, details and data relating to the WL Contractor's Activities that are required to enable the Principal to comply with this condition;
- (xxxiii) in relation to C7, submit the endorsed CEMP to Secretary. The Contractor must provide a copy of the CEMP, including the ER's endorsement, to the Principal in a timely manner to enable the Principal to comply with this condition;
- (xxxiv) in relation to C8, notify the WL Contractor when the approval of the Secretary is given;
- (xxxv) in relation to C13, notify the WL Contractor of the date the Construction Monitoring Programs have been submitted to the Secretary. The WL Contractor must provide a copy of the Construction Monitoring Programs, including the ER's endorsement, to the Principal in a timely manner to enable the Principal to comply with this condition;
- (xxxvi) in relation to C14, notify the WL Contractor when the approval of the Secretary is given for the Contractor's Construction Monitoring Programs;
- (xxxvii) in relation to C16, submit the Construction Monitoring Reports to the Secretary as required by this condition. The WL Contractor must provide copies of the Construction Monitoring Reports to the Principal in a timely manner to enable the Principal to comply with its retained obligation;
- (xxxviii) be responsible for D1 to D8;
- (xxxix) be responsible for D9, except that the WL Contractor must provide the Principal with all information, documents, details and data relating to the WL Contractor's Activities that could relate to the approved "Ground-borne Noise Specialist's" functions and obligations under condition D9;
- (xl) be responsible for D10 to D14;
- (xli) be responsible for E1;
- (xlii) be responsible for E6, except that the WL Contractor must produce a Tree Report for trees impacted or removed by the WL Contractor's Activities and make provision for their replacement in accordance with Condition E6. The WL Contractor must provide the Tree Report to the Principal in a timely manner to enable the Principal to submit it to the Secretary in compliance with this condition;
- (xliii) be responsible for E7;
- (xliv) be responsible for E11 and E12;
- (xlv) be responsible for E13, except that the WL Contractor must provide the Principal with all information, documents, details and data relating to the WL Contractor's Activities that are required to enable the Principal to comply with this condition;
- (xlvi) be responsible for E14 to E16;
- (xlvii) be responsible for E19. The WL Contractor must implement the procedure in relation to the Project Works and the WL Contractor's Activities;

- (xlviii) in relation to E20, make all notifications to the Secretary. The WL Contractor must provide the Principal with all information, documents, details and data relating to the WL Contractor's Activities that are required to enable the Principal to comply with its retained obligation;
- (xlix) be responsible for E21 to the extent that the Principal will prepare and submit for approval only an Heritage Interpretation Plan. The WL Contractor must prepare its own Heritage Interpretation Plan in accordance with condition E21 in relation to the WL Contractor's Activities consistent with the Principal's Heritage Interpretation Plan. The WL Contractor must submit its plan to the Principal for review no later than one month prior to the commencement of permanent above ground work;
- (l) be responsible for E22;
- (li) be responsible for E22.1;
- (lii) be responsible for E27, except that the WL Contractor must implement and comply with the Exhumation Management Plan;
- (liii) be responsible for E28.1;
- (liv) be responsible for E32 in relation to review of the Construction Noise & Vibration Strategy (CNVS). The WL Contractor must comply with the approved CNVS. The CNVS is contained in Schedule F1 (*Electronic files*) as an electronic file;
- (lv) be responsible for E47 in relation to preparation and submission of the Out of Hours Work Protocol. The WL Contractor must comply with the approved Out of Hours Work Protocol. The Out of Hours Work Protocol is contained in Schedule F1 (*Electronic files*) as an electronic file;
- (lvi) in relation to E53, if the WL Contractor prepares a Blast Management Strategy, the WL Contractor must submit it to the Principal. The Principal will submit it to the Secretary and notify the WL Contractor when it has been submitted;
- (lvii) be responsible for E57;
- (lviii) be responsible for E62, except that the WL Contractor:
 - (A) must provide the Principal and the Independent Property Impact Assessment Panel with all information, documents, details and data relating to the WL Contractor's Activities in order for the Panel to perform its functions;
 - (B) must comply with the reasonable requests and requirements of the Independent Property Impact Assessment Panel; and
 - (C) may refer unresolved disputes in relation to property impacts caused by the WL Contractor's Activities to the Independent Property Impact Assessment Panel.

The terms of reference for the Independent Property Impact Assessment Panel are contained in Schedule F1 (*Electronic files*) as an electronic file;

- (lix) in relation to E63, submit the results of monitoring to the Secretary on request. The WL Contractor must submit the results of monitoring to the Principal;

- (lx) be responsible for E64, except in relation to items referred to in E64(a), (b), (c) and (e). The WL Contractor must provide the Principal with all information, documents, details and data relating to Contractor's Activities for items referred to in E64(d) and (f);



- (lxii) in relation to E68, if the WL Contractor prepares a Site Audit Statement and Site Audit Report, the WL Contractor must submit them to the Principal. The Principal will submit them to the Secretary;

- (lxiii) be responsible for E72, except that:

- (A) WL Contractor must provide the Principal with all information, documents, details and data relating to the WL Contractor's Activities in order for the Principal to prepare and implement the "Sustainability Strategy"; and
- (B) WL Contractor must implement the "Sustainability Strategy" referred to in condition E72 to the extent it relates to the WL Contractor's Activities. The Sustainability Strategy is contained in Schedule F1 (*Electronic Files*) as an electronic file;

- (lxiv) be responsible for E74;

- (lxv) be responsible for E77, except that the WL Contractor must:

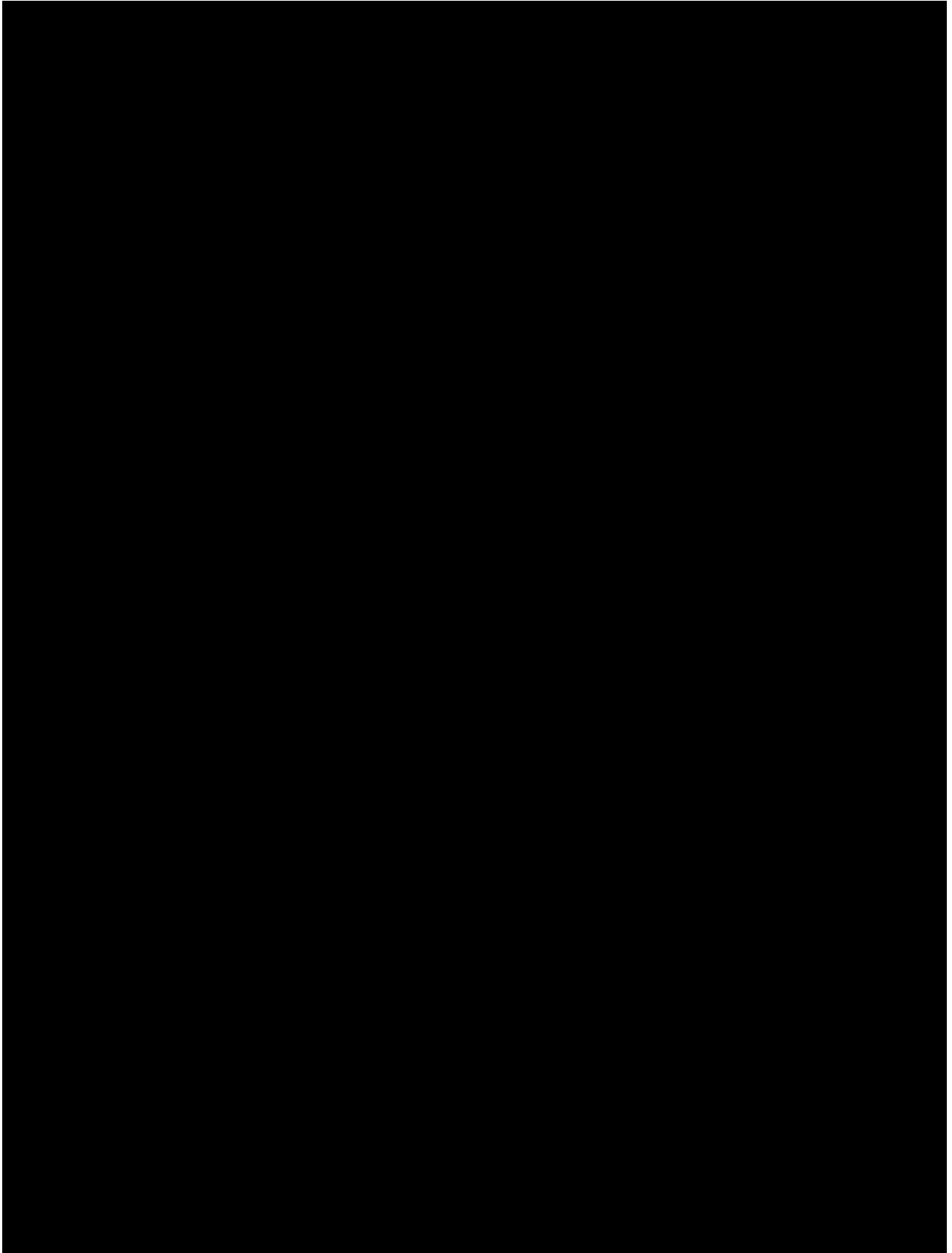
- (A) provide a representative to attend relevant meetings of the Traffic and Transport Liaison Group(s);
- (B) provide all relevant information, documents, details and data relating to the WL Contractor's Activities to the Traffic and Transport Liaison Group(s);
- (C) consult with the Traffic and Transport Liaison Group(s) in preparing the Construction Traffic Management Plans; and

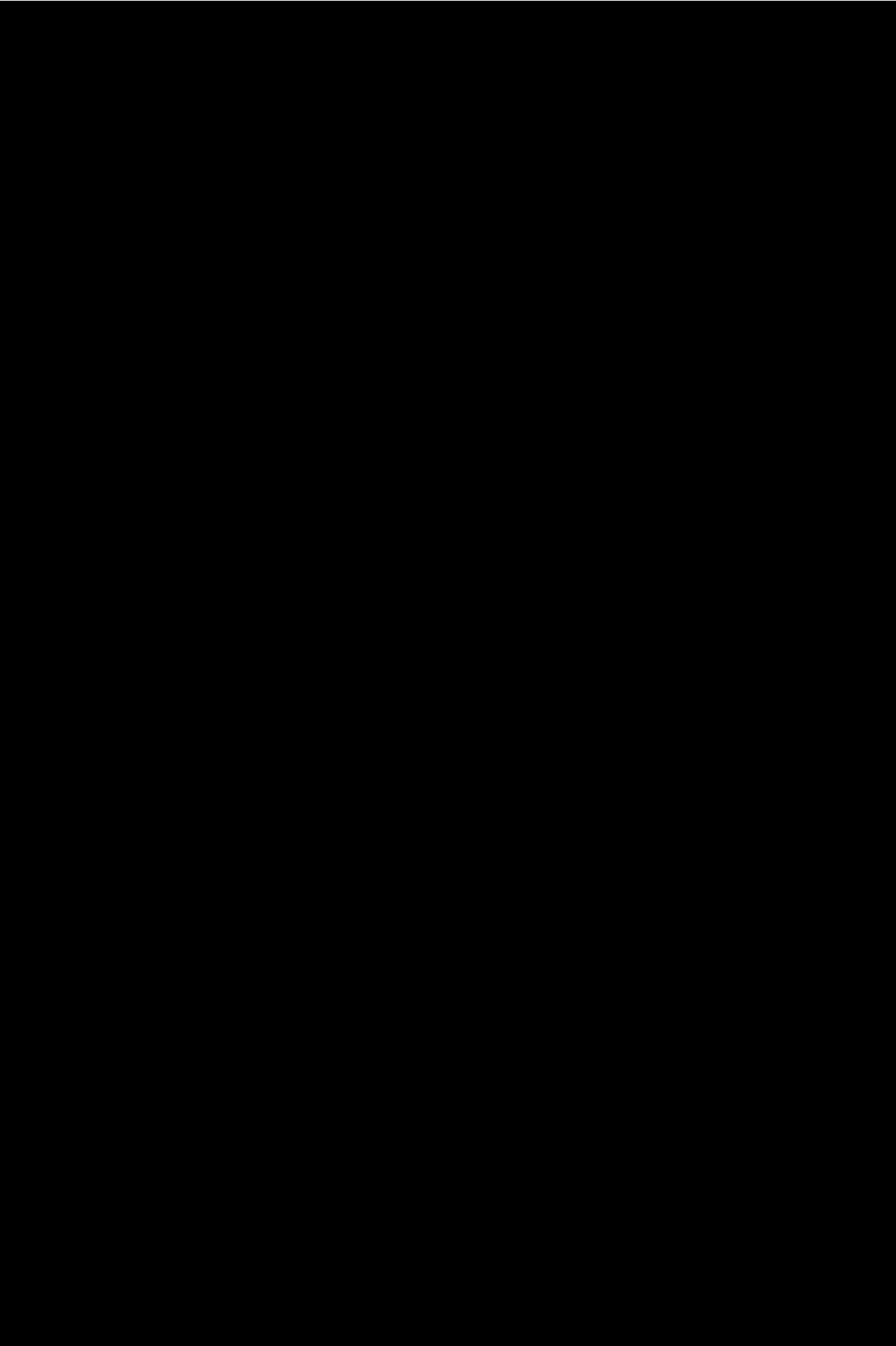
- (D) implement and comply with any traffic and transport management measures, and to the extent these measures are inconsistent with this deed, other than this Schedule D3, seek a Direction from the Principal in respect of that measure;
 - (lxvi) in relation to E78, the Principal must incorporate revised traffic management measures into the Interchange Access Plan(s). The WL Contractor must provide the Principal with all relevant information, documents, details and data in order for the Principal to incorporate revised traffic management measures into the Interchange Access Plan(s);
 - (lxvii) be responsible for E81, except that the WL Contractor must implement the Construction Traffic Management Framework (**CTMF**). The CTMF is contained in Schedule F1 (*Electronic files*) as an electronic file;
 - (lxviii) be responsible for E84;
 - (lxix) be responsible for E86.1;
 - (lxx) be responsible for E89.1;
 - (lxxi) be responsible for E92 and E93, except that the WL Contractor must provide the Principal with all information, documents, details and data relating to the Contractor's Activities that are required to enable the Principal to comply with its retained obligation;
 - (lxxii) be responsible for E94 to E96;
 - (lxxiii) be responsible for E98;
 - (lxxiv) be responsible for E100;
 - (lxxv) in relation to E101, develop a template SDPP. The WL Contractor is responsible for preparing the SDPP in accordance with condition E101 and the Principal's template SDPP;
 - (lxxvi) be responsible for E103; and
 - (lxxvii) be responsible for E109.
- (c) In relation to the Revised Environmental Mitigation Measures (Chatswood to Sydenham) the Principal will:
- (i) in relation to T7, be responsible for community education events that allow pedestrians, cyclists or motorists to sit in trucks and understand the visibility restrictions of truck drivers, and for truck drivers to understand the visibility from a bicycle; and a campaign to engage with local schools to educate children about road safety and to encourage visual contact with drivers to ensure they are aware of the presence of children;
 - (ii) be responsible for T10 except that the WL Contractor must provide the Principal with all information, documents, details and data relating to the WL Contractor's Activities that are required to enable the Principal to comply with this condition in a timely manner to suit the WL Contractor's Activities. The WL Contractor must provide appropriate wayfinding and Customer information to notify Customers of bus stops relocated as a result of the Project Works or Contractor's Activities;
 - (iii) be responsible for T15 to T18;

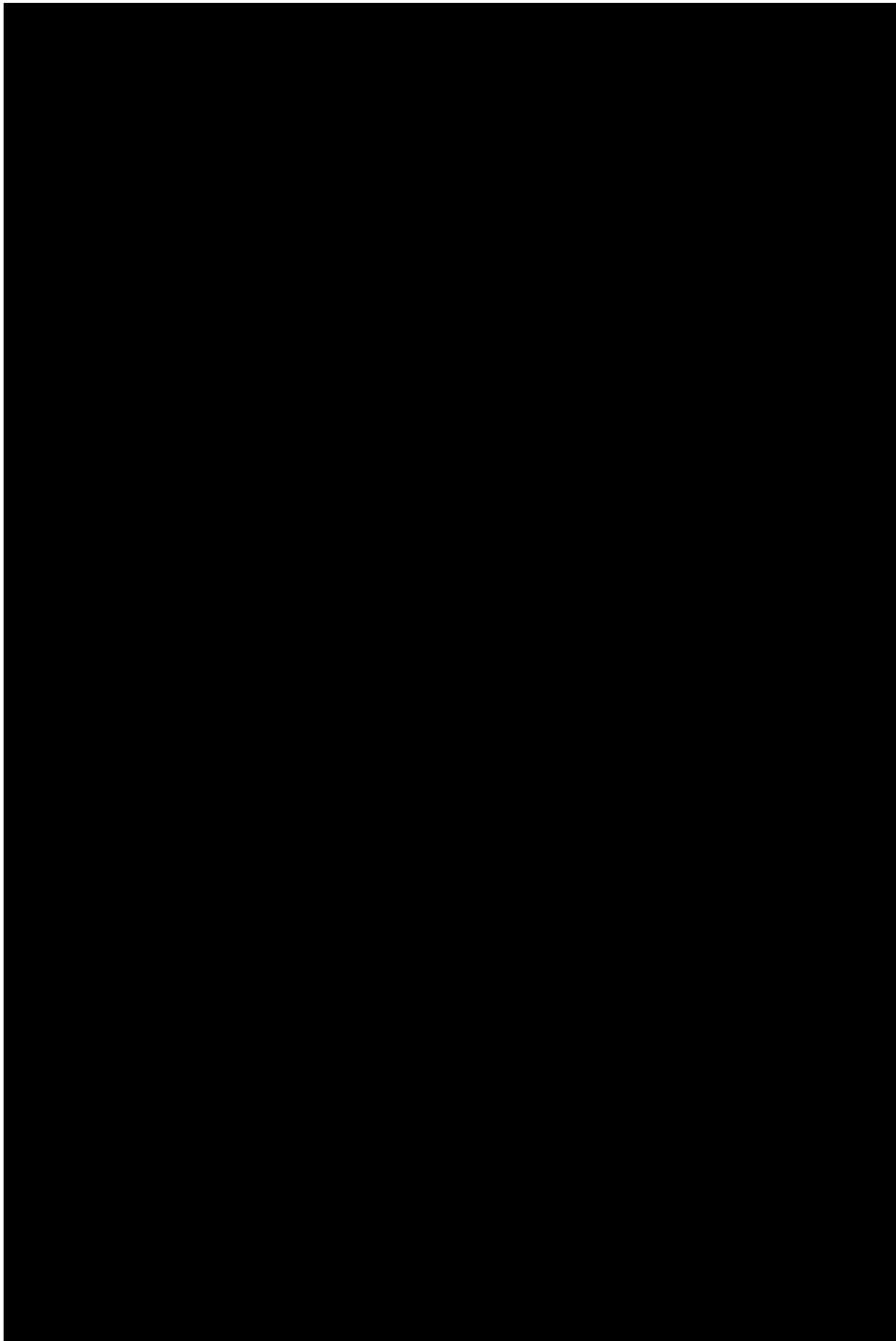
- (iv) be responsible for T23 to T28;
- (v) be responsible for OpT1;
- (vi) be responsible for OpT3;
- (vii) be responsible for OpT5 to OpT7;
- (viii) be responsible for NV5;
- (ix) in relation to NV6, engage, nominate, and seek approval from the Secretary of a suitably qualified and experienced AA. The Principal will be the single point of contact with the Secretary and notify the WL Contractor of any other timeframe relevant to this condition agreed with the Secretary;
- (x) be responsible for NV8 and NV12;
- (xi) be responsible for OpNV1 to OpNV2;
- (xii) be responsible for OpNV4 to OpNV5;
- (xiii) be responsible for LP1;
- (xiv) be responsible for NAH3 except for implementing the Exhumation Policy and Guideline in relation to the Project Works and the WL Contractor's Activities;
- (xv) be responsible for NAH5 and NAH6;
- (xvi) be responsible for NAH9 to NAH18;
- (xvii) be responsible for NAH20 and NAH21;
- (xviii) be responsible for AH5 to AH7;
- (xix) be responsible for LV8 and LV9;
- (xx) be responsible for LV11 to LV19;
- (xxi) be responsible for SCW5 to SCW7;
- (xxii) be responsible for SO1;
- (xxiii) be responsible for B1;
- (xxiv) be responsible for B4;
- (xxv) be responsible for FH2 to FH8;
- (xxvi) be responsible for HR5;
- (xxvii) be responsible for WM5;
- (xxviii) be responsible for SUS7 to SUS10; and
- (xxix) be responsible for CU1 except that the WL Contractor must provide the Principal with all information, documents, details and data relating to the WL Contractor's Activities that are required to enable the Principal to comply with this condition.

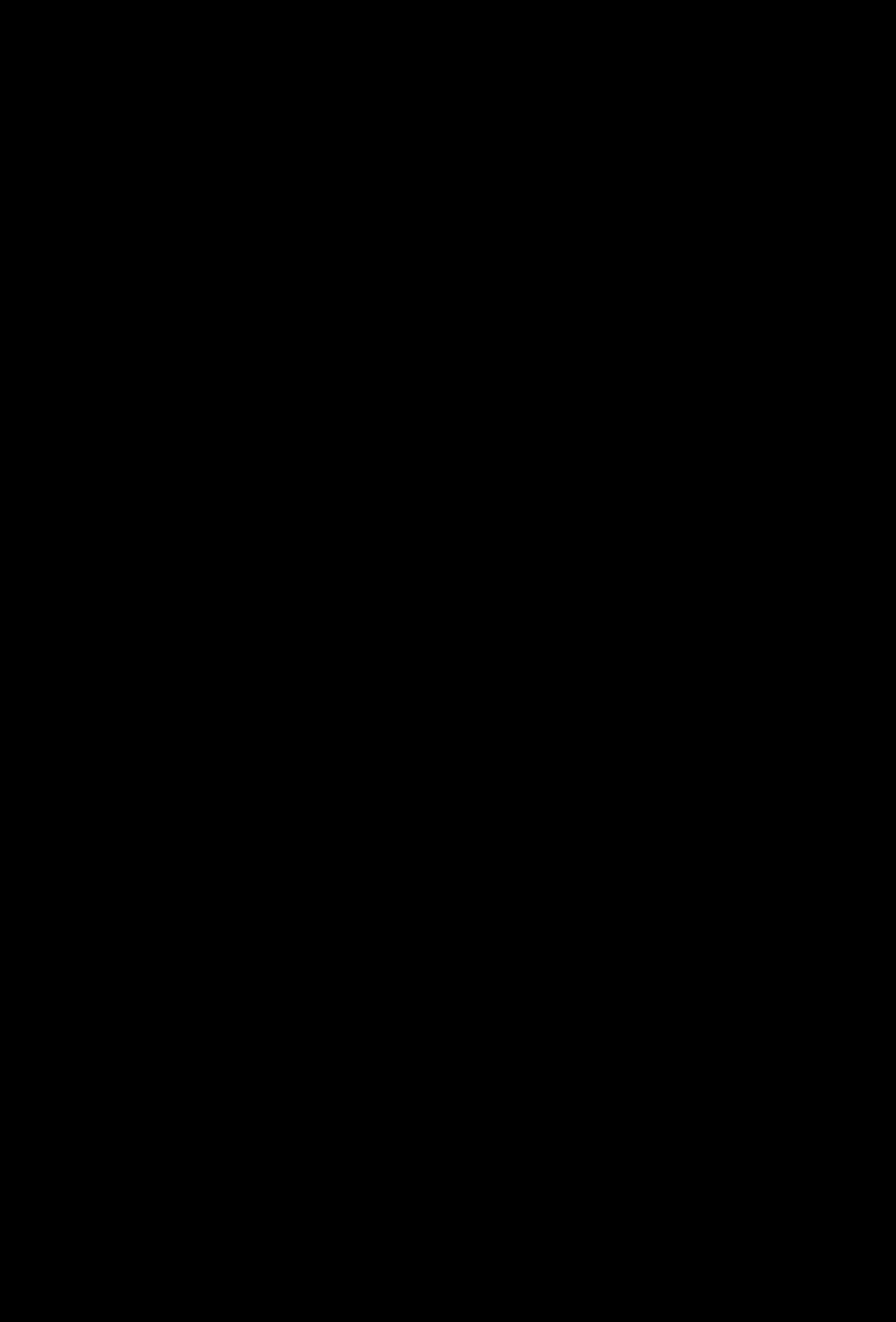
SCHEDULE D4. – REQUIREMENTS OF THIRD PARTY AGREEMENTS

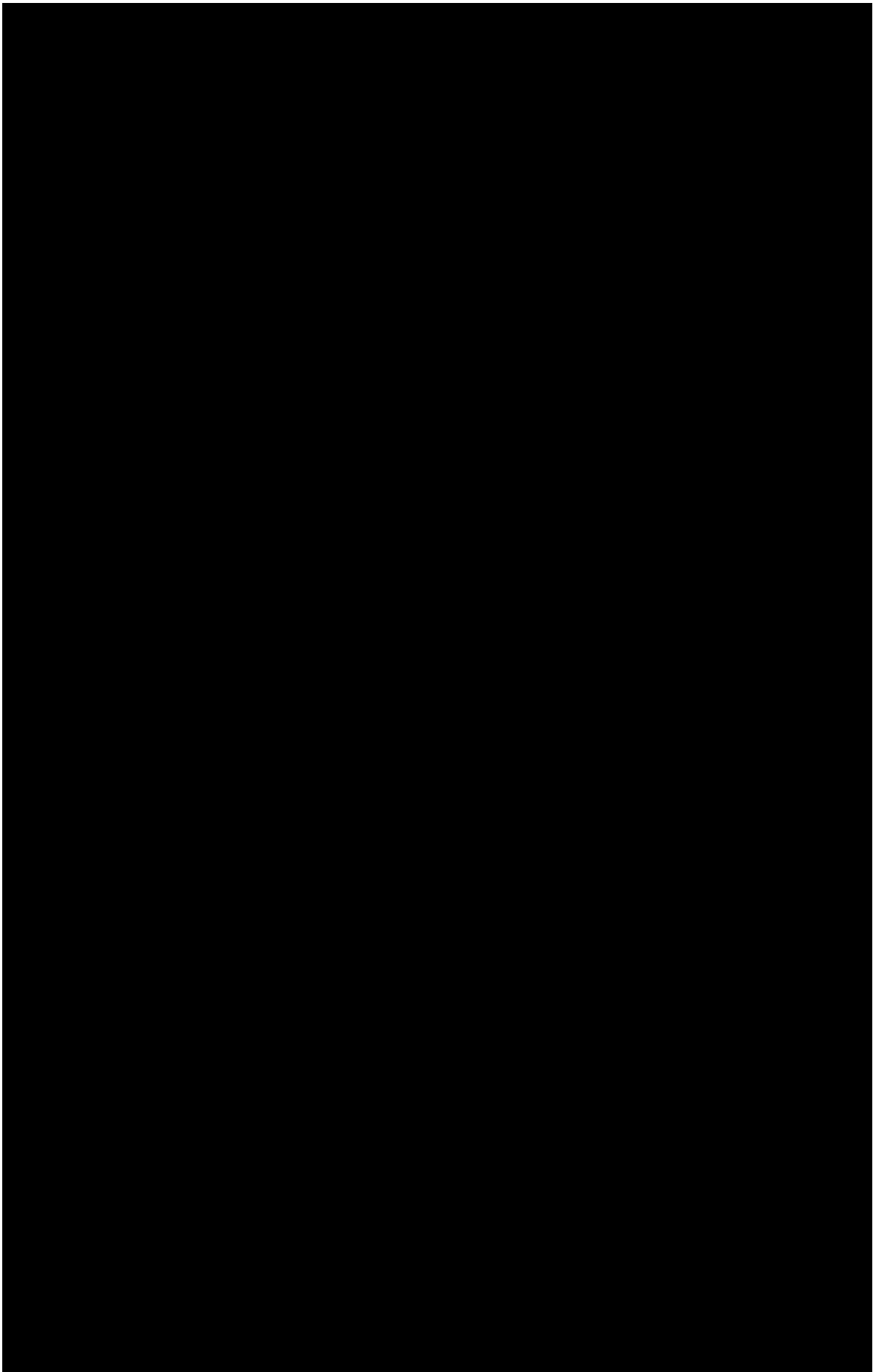
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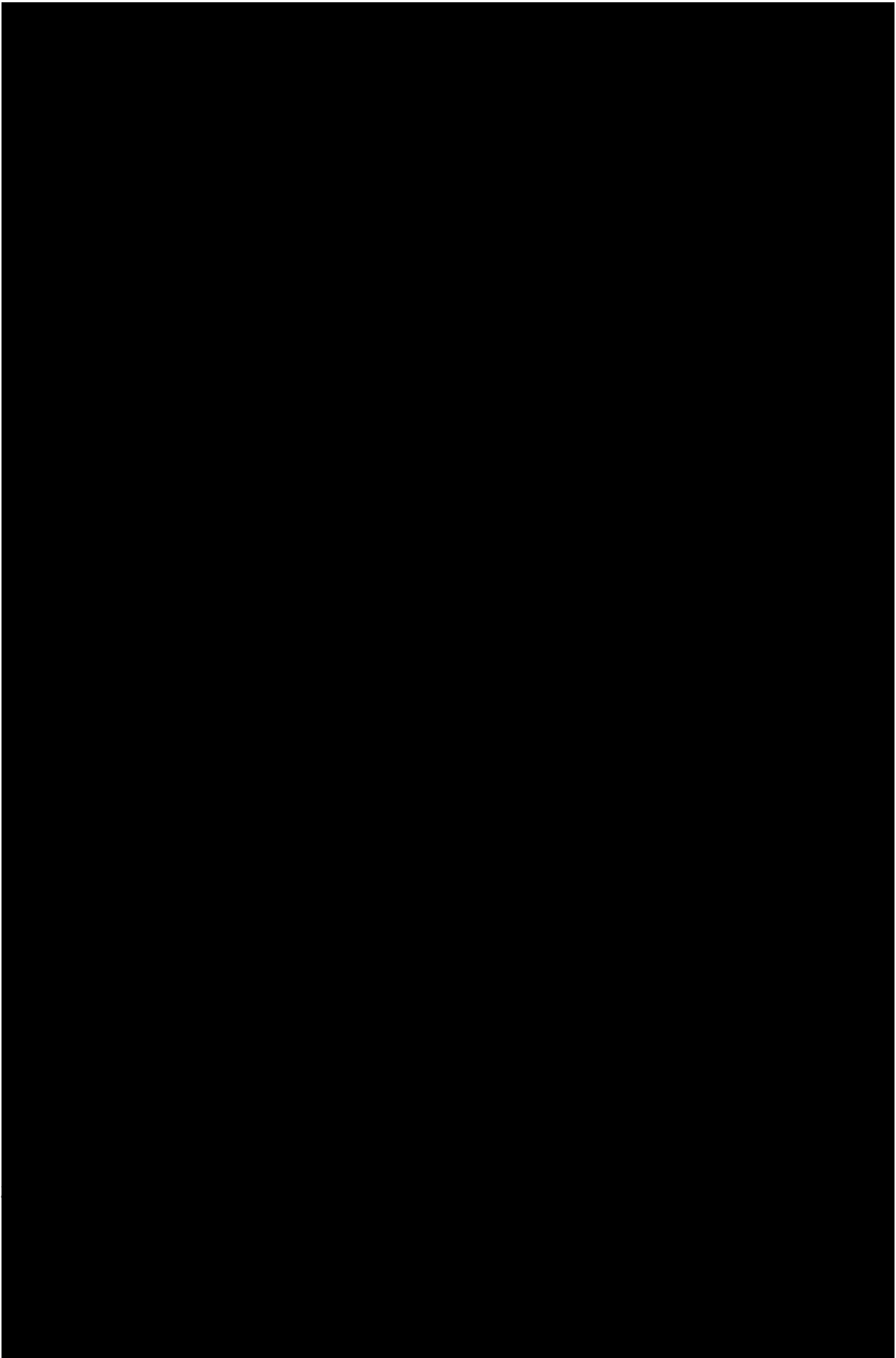


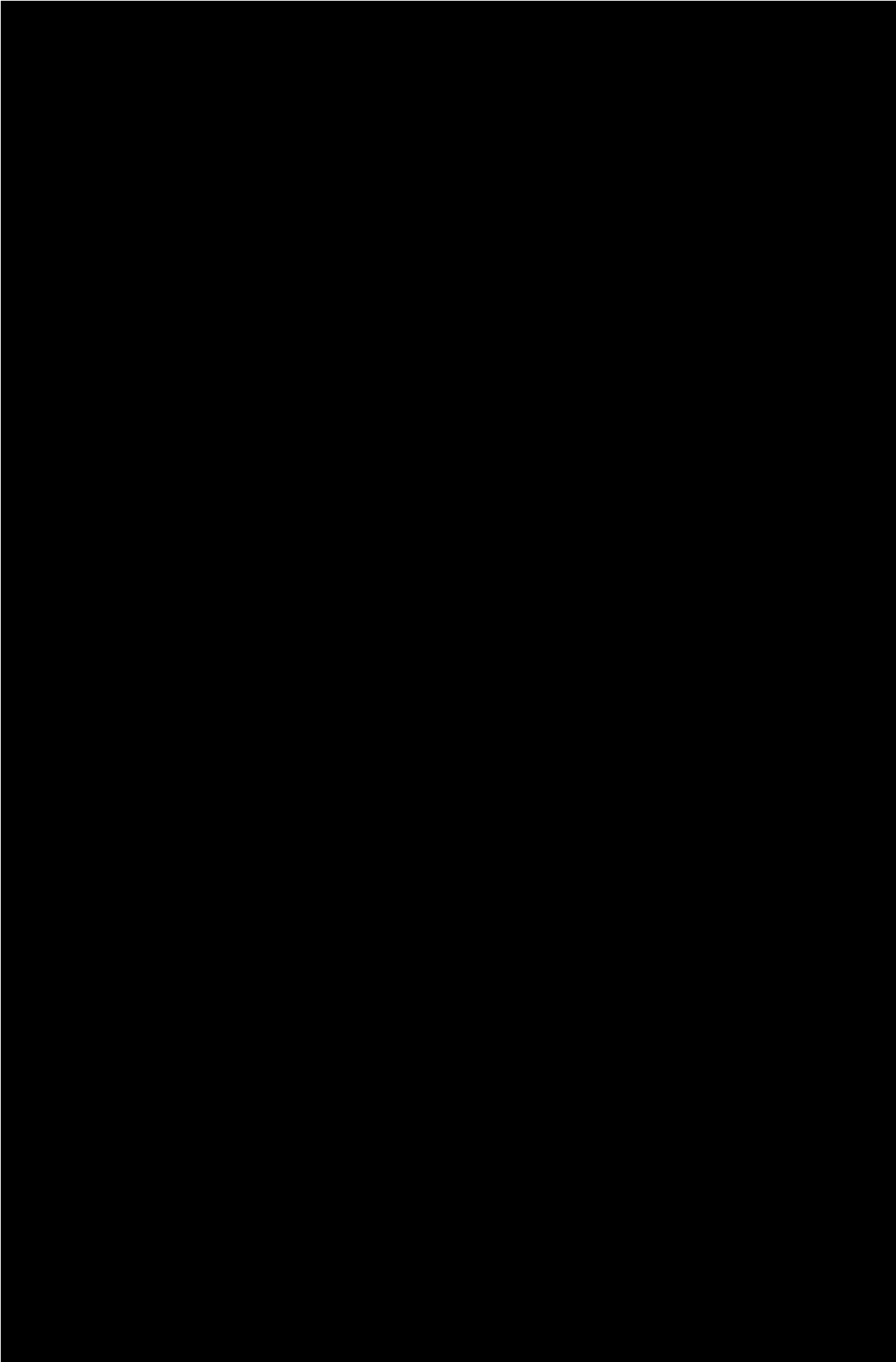


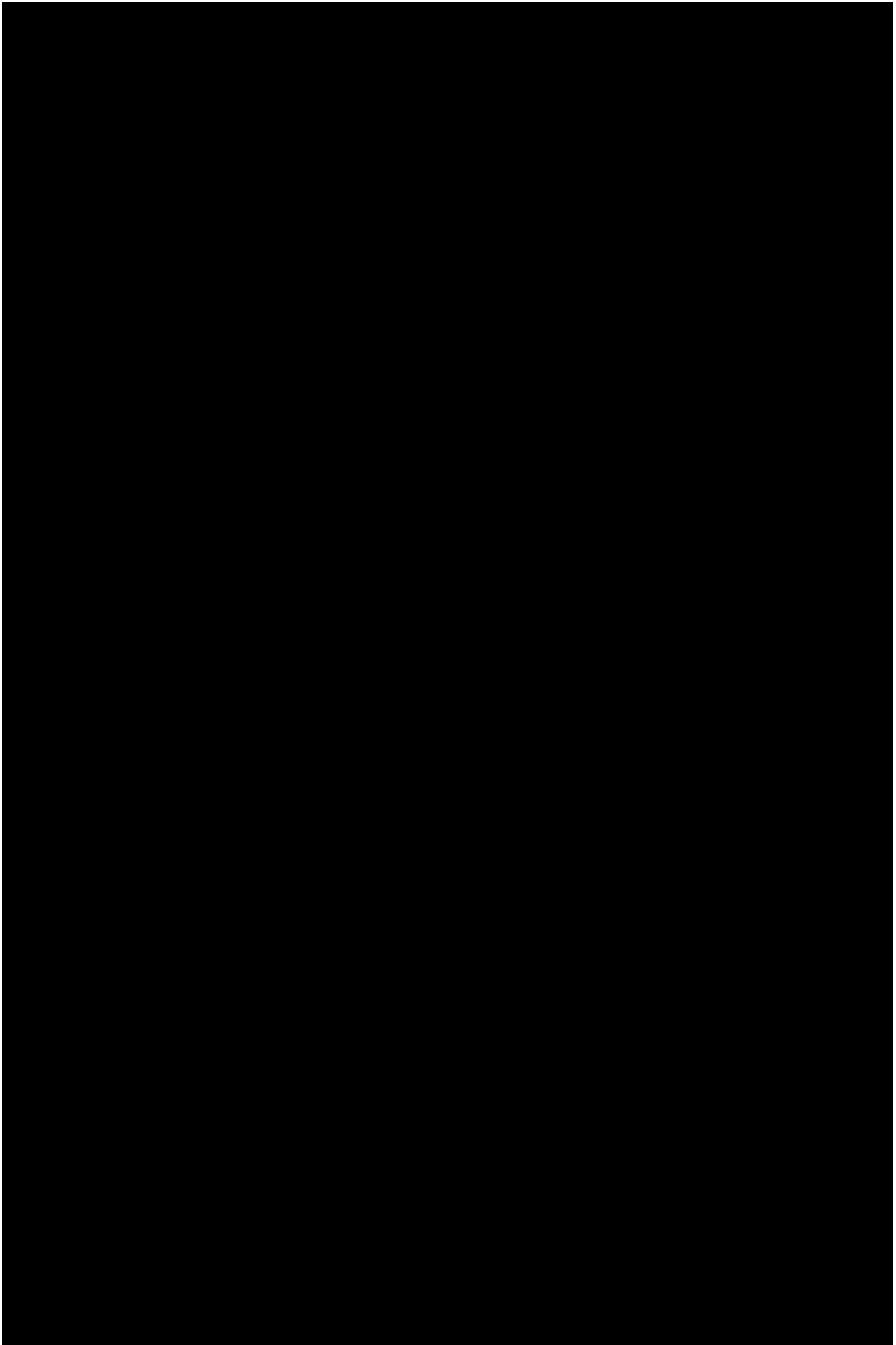


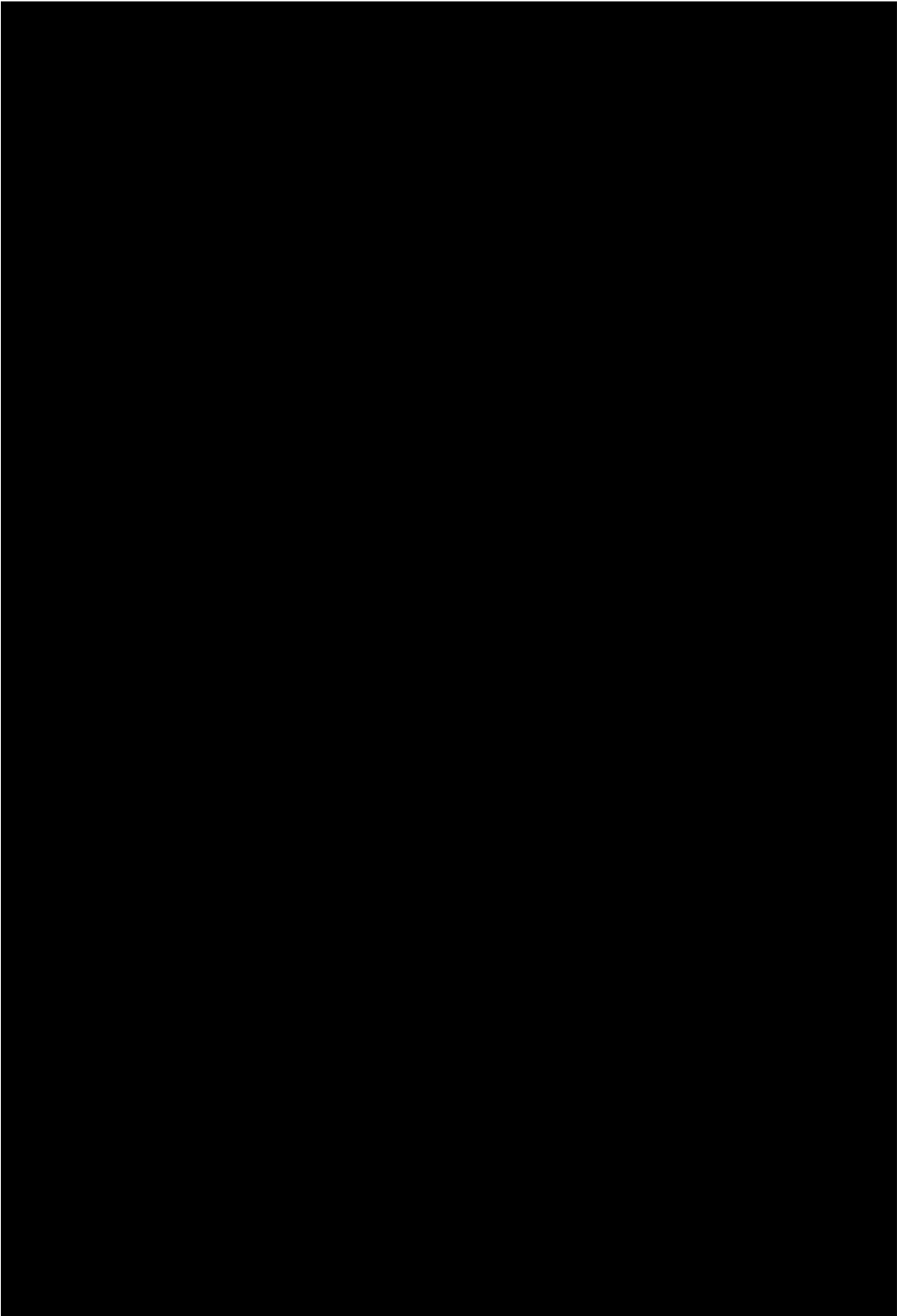


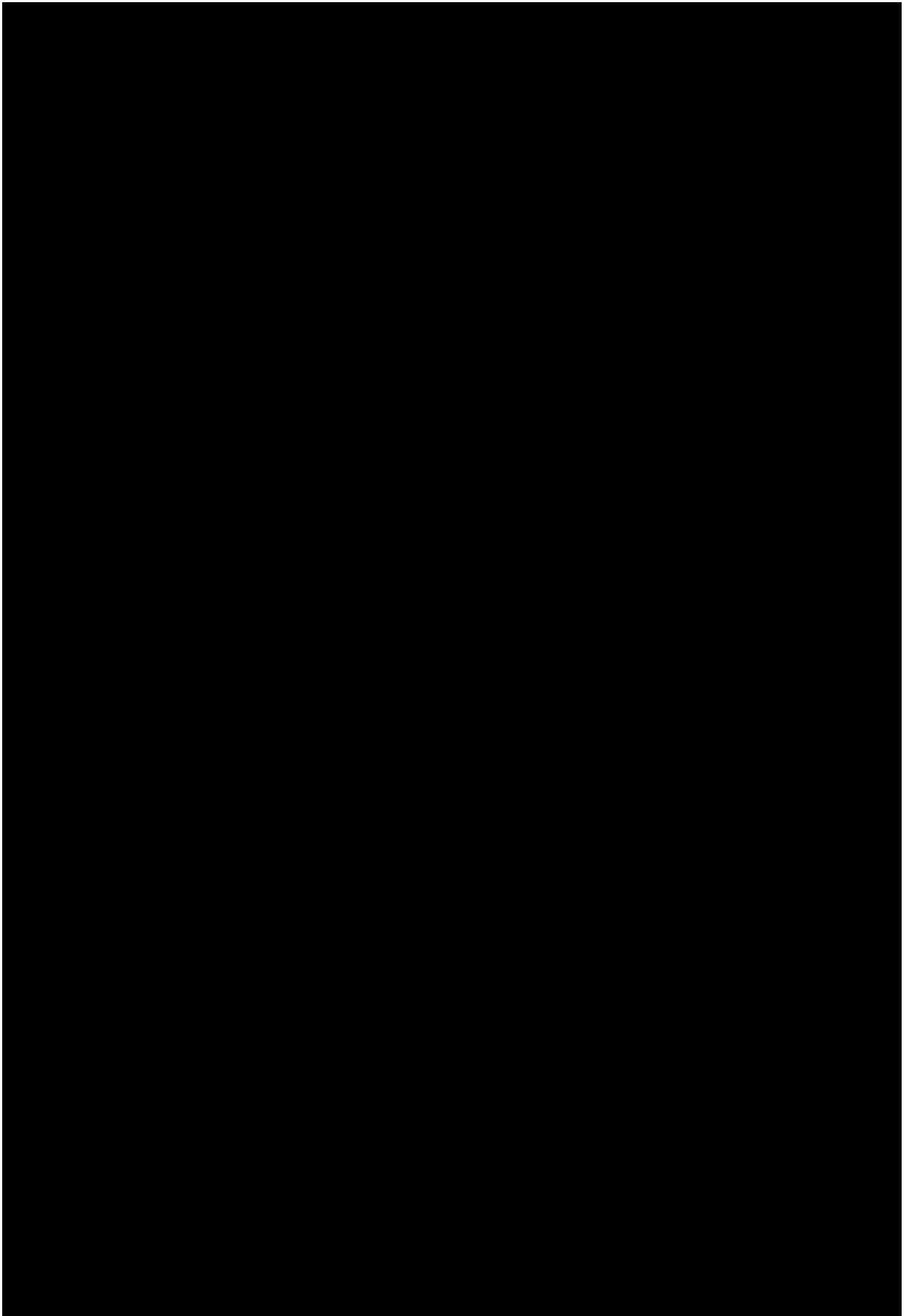


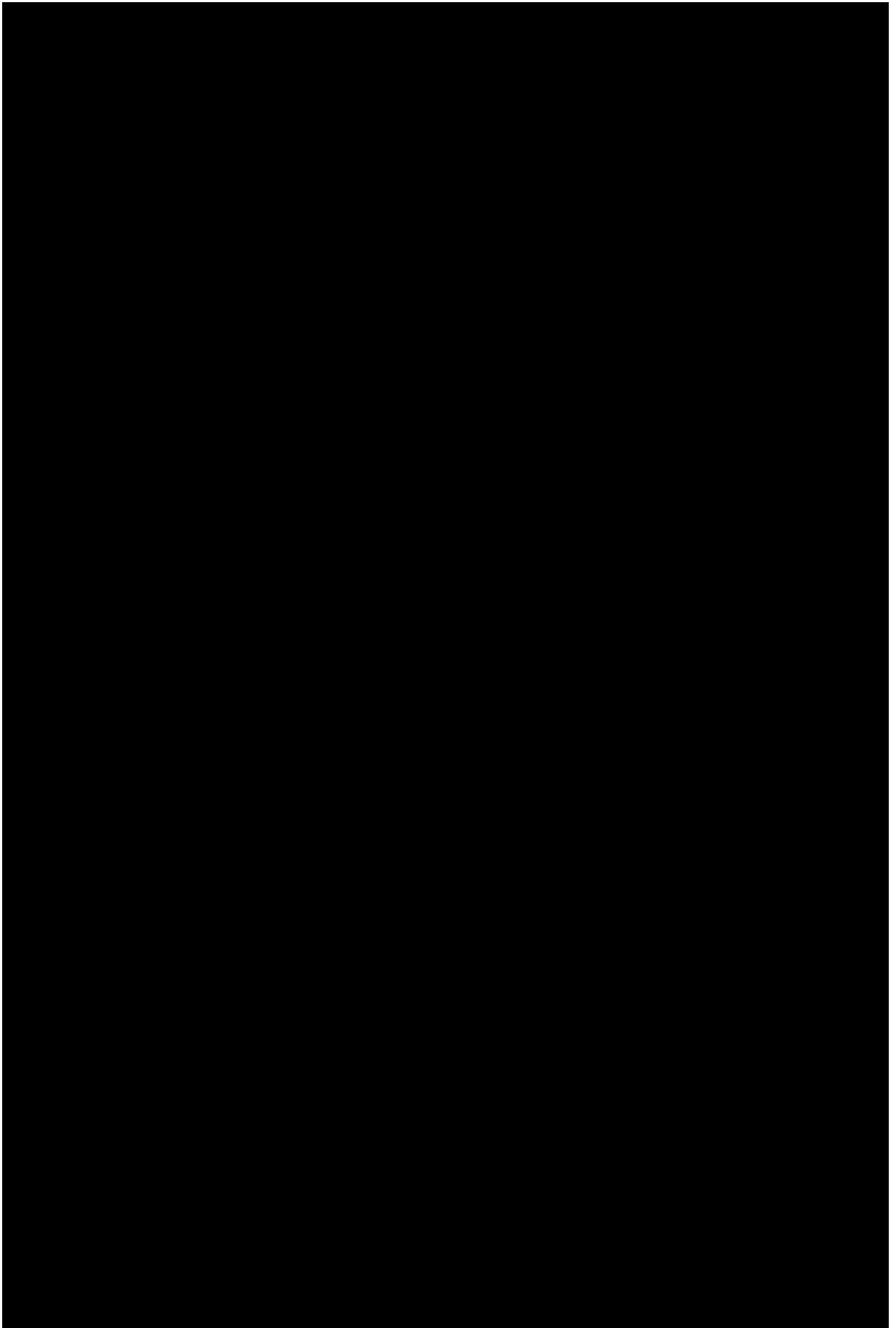


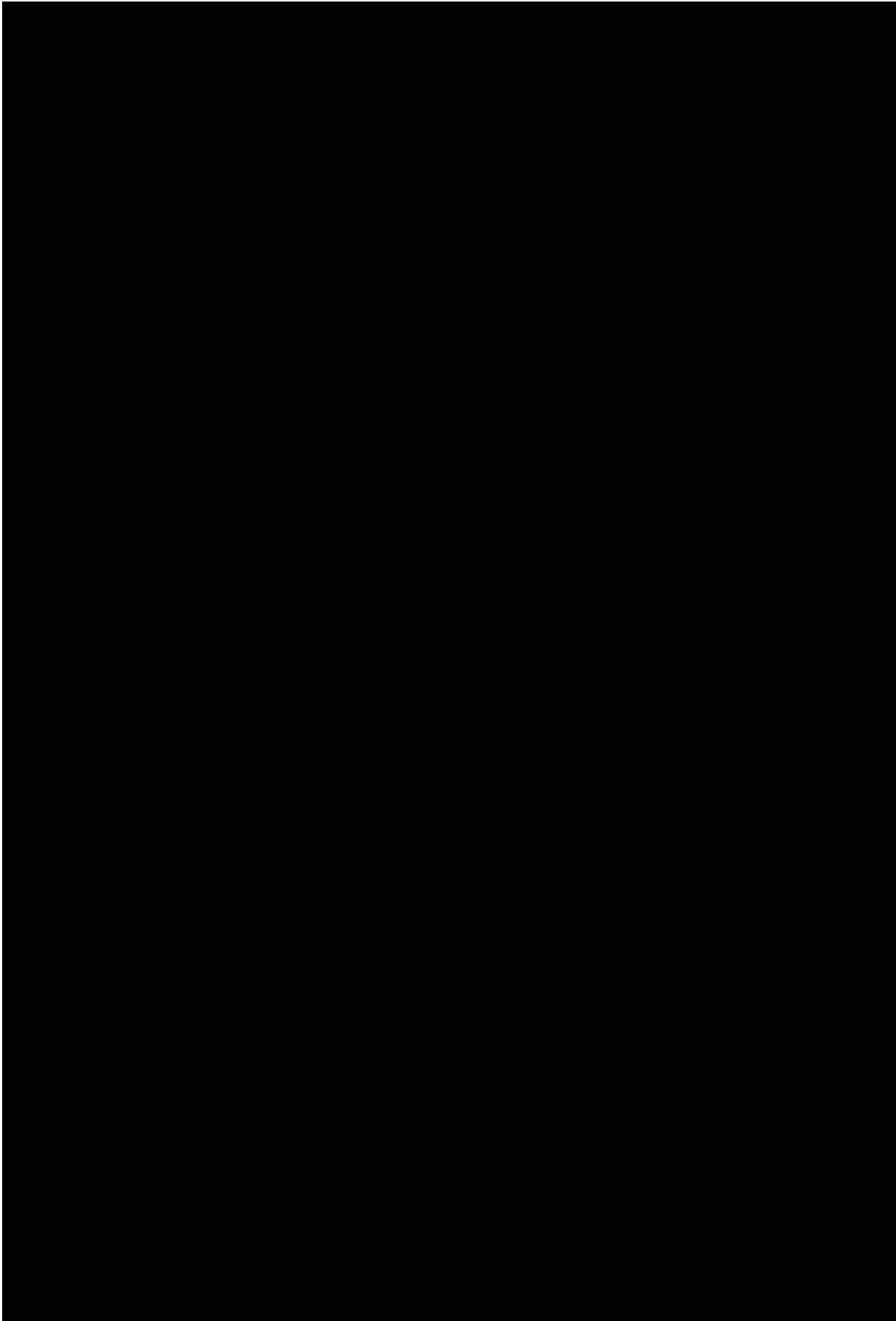


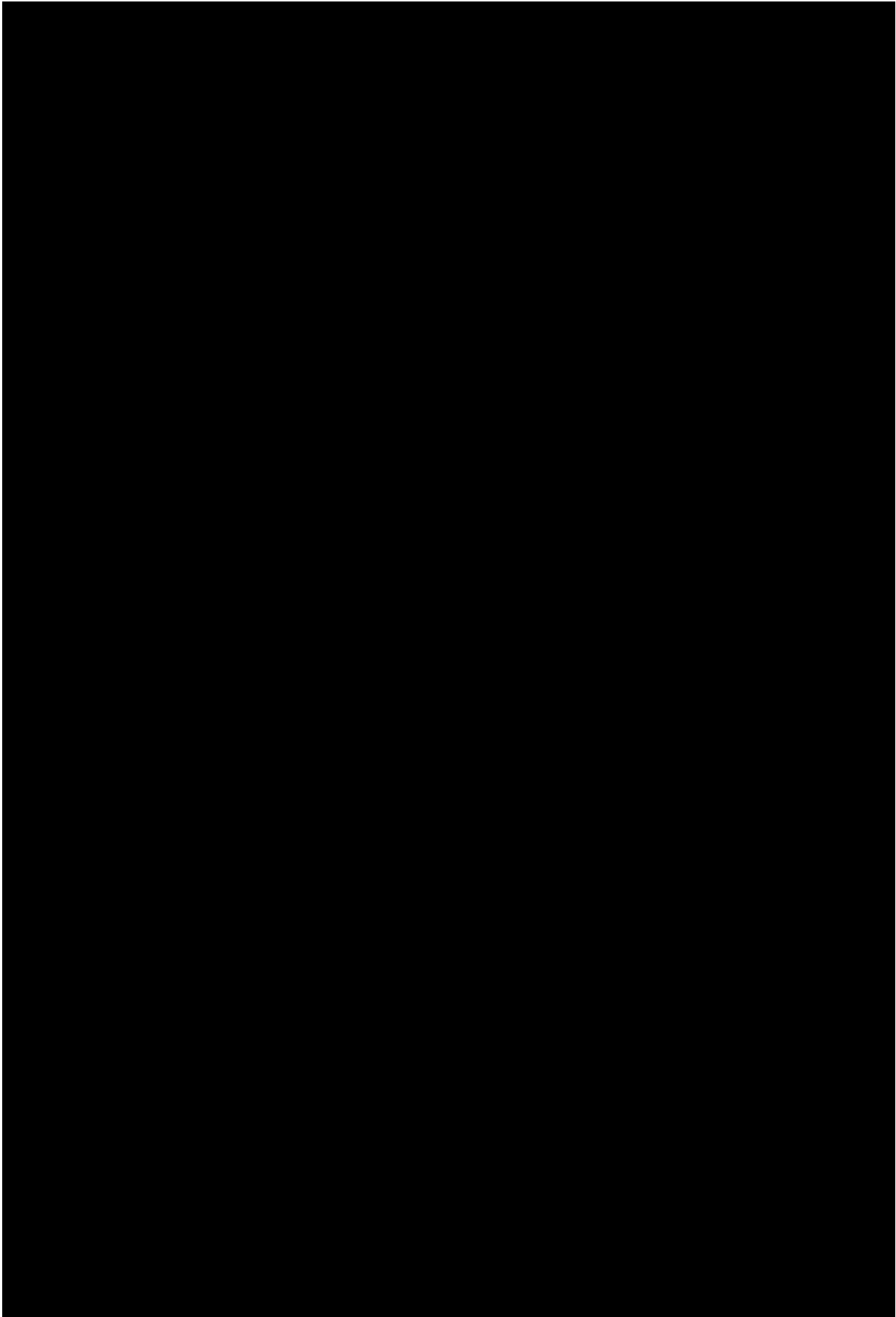


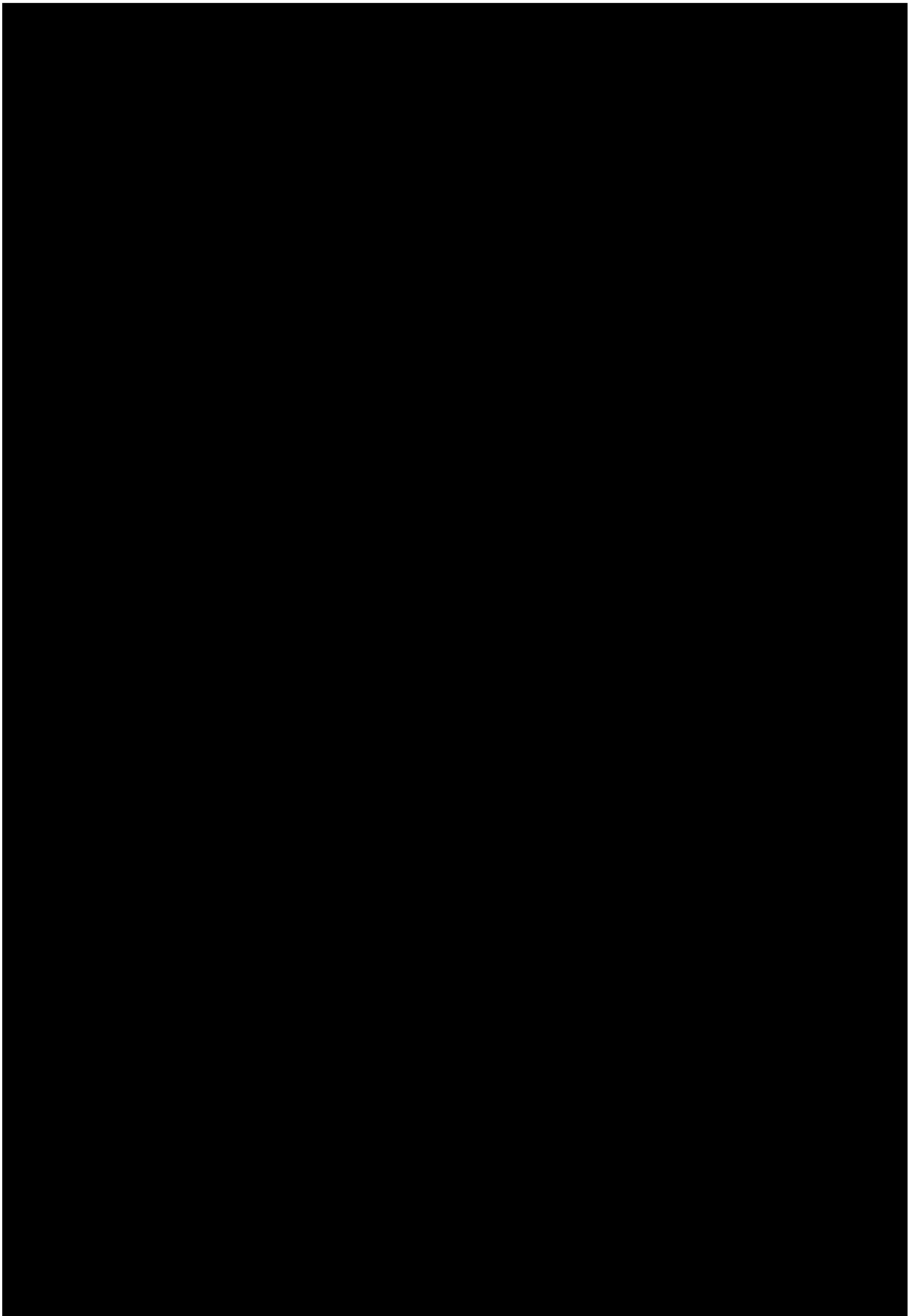


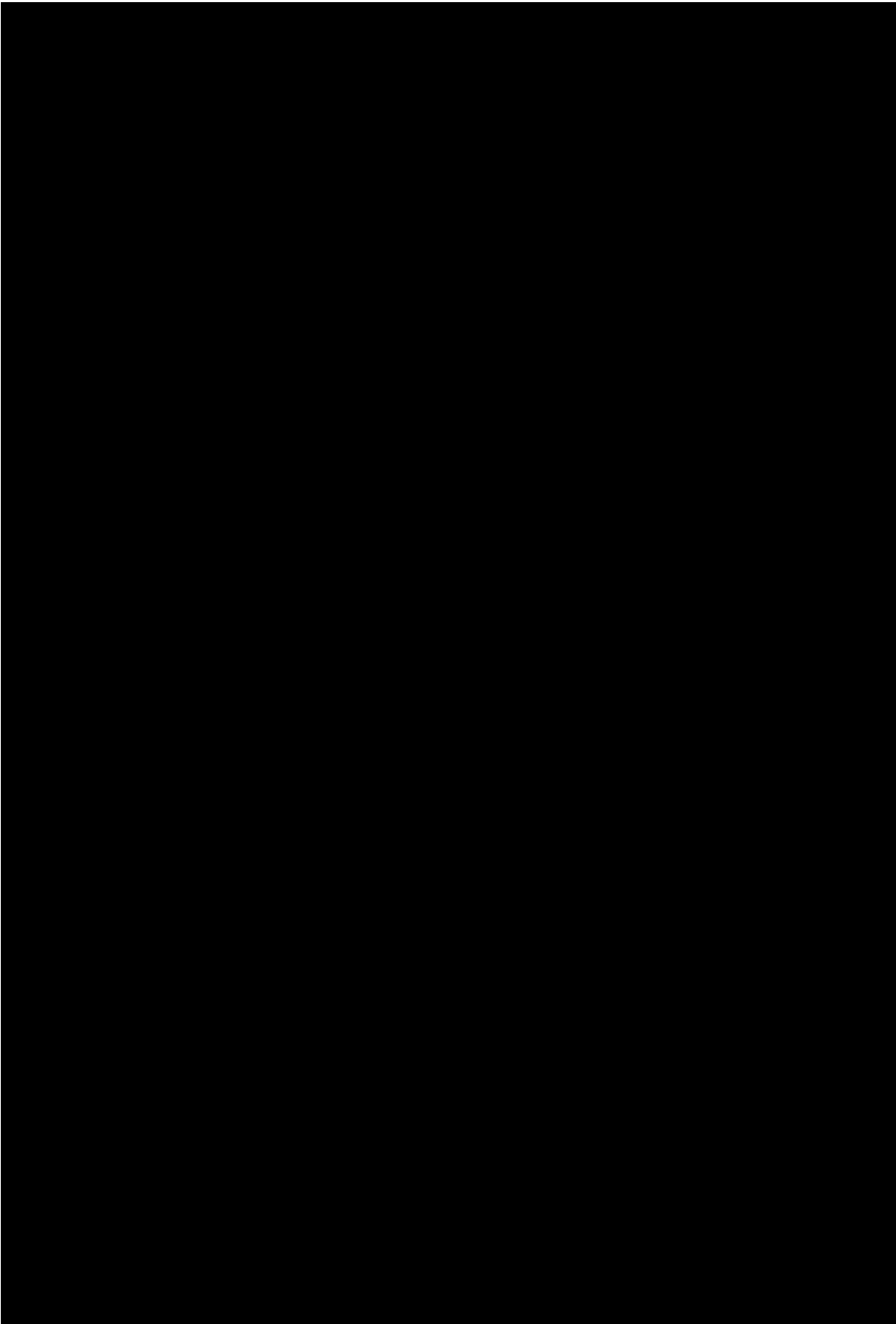


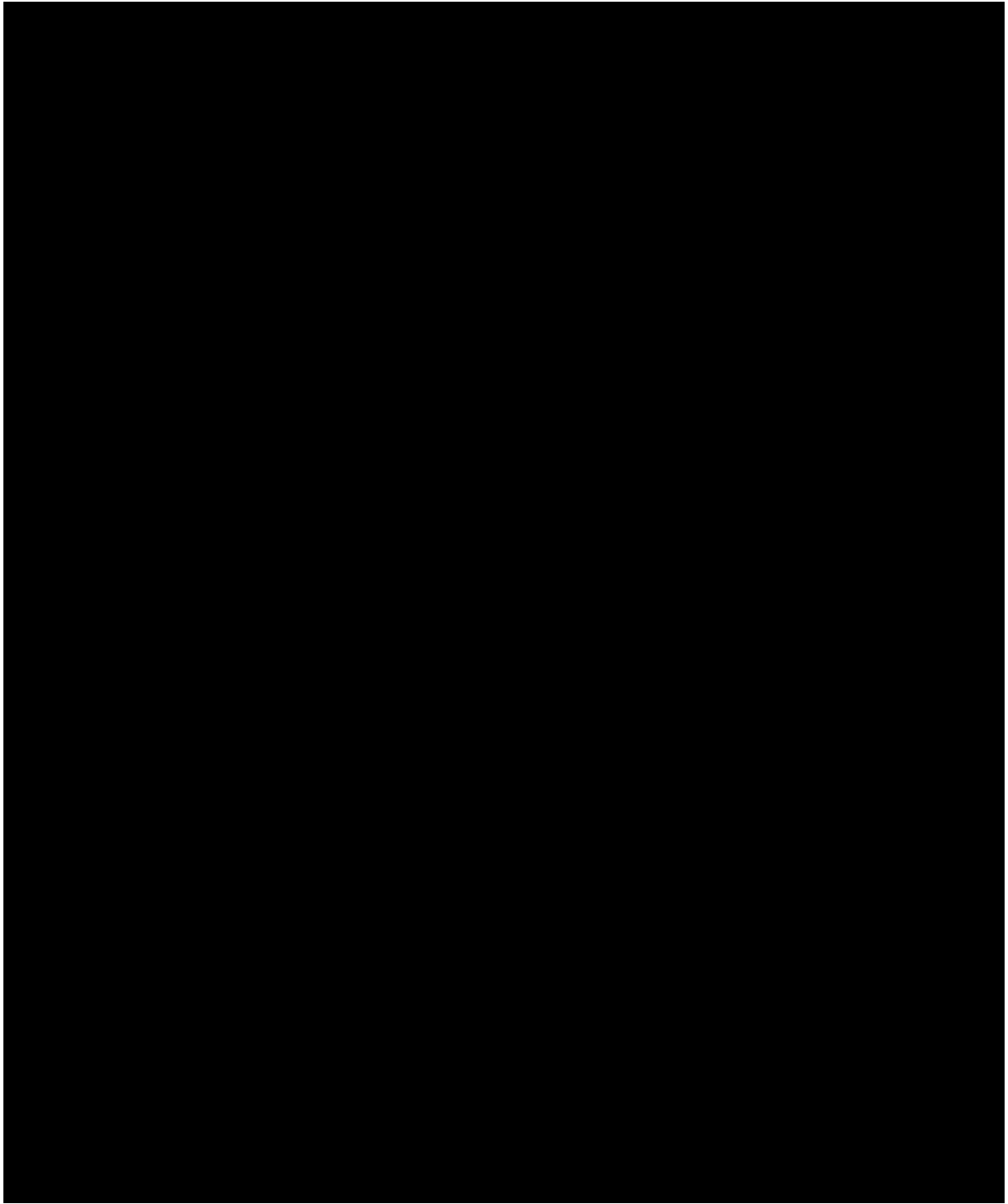






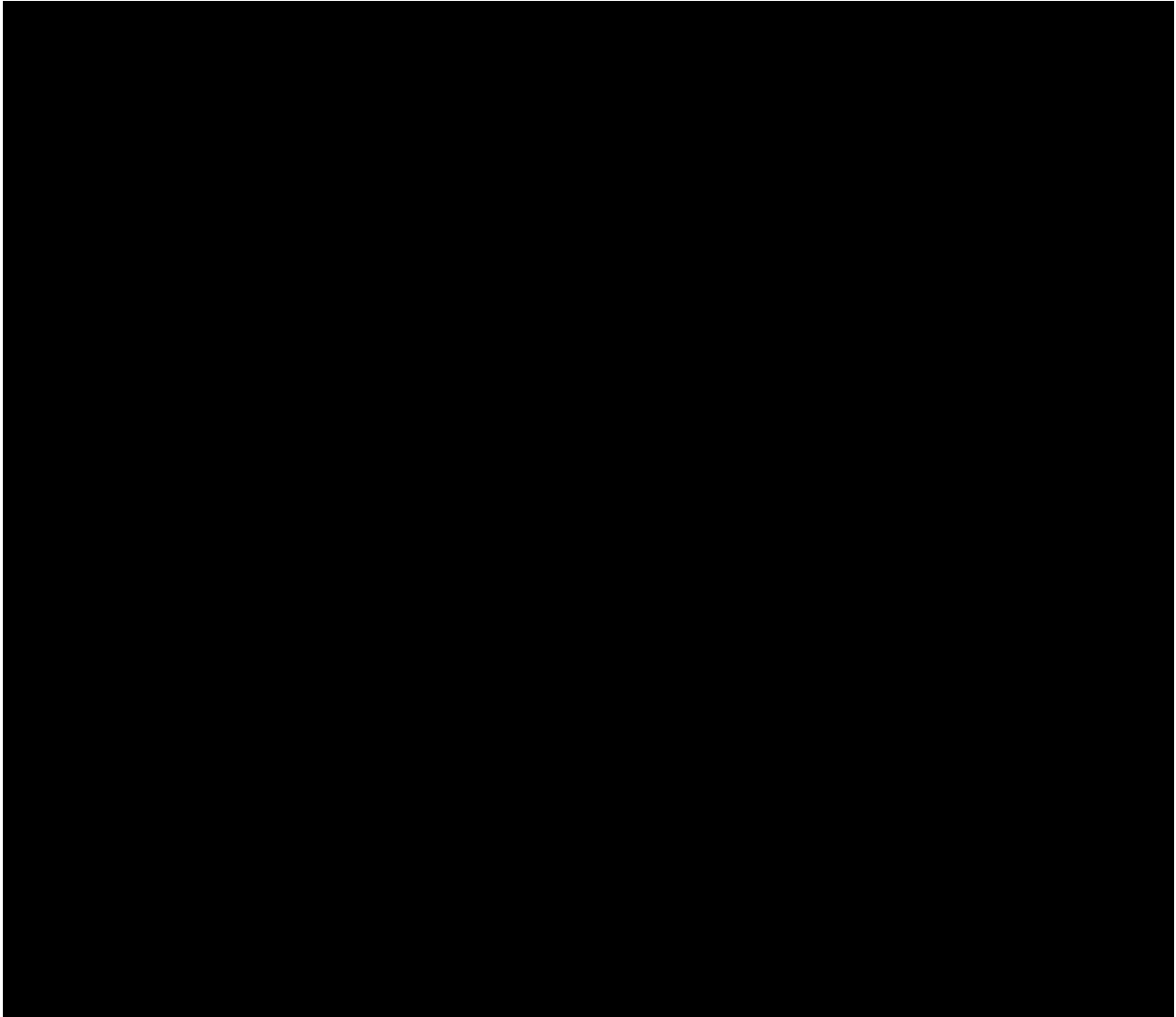


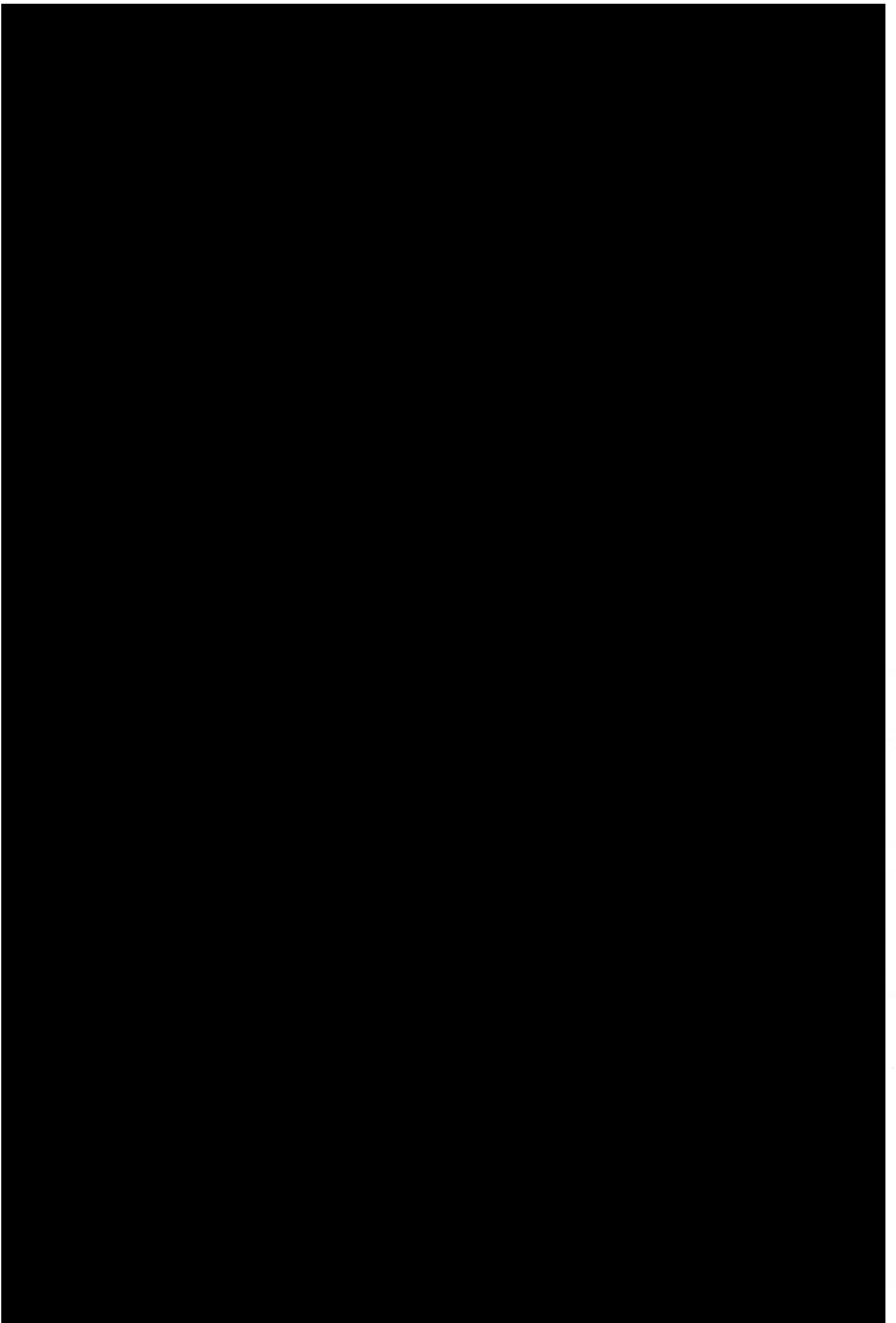


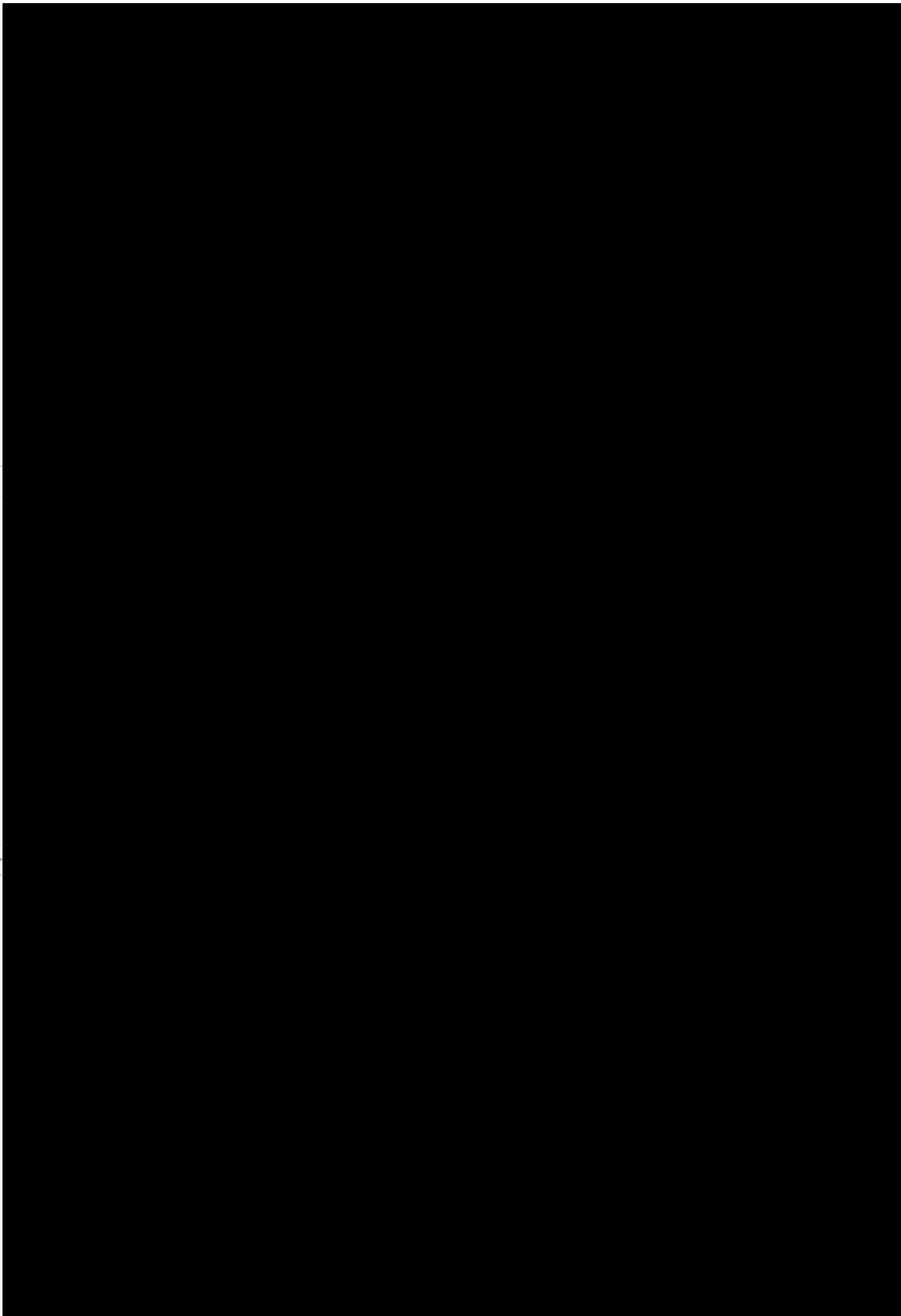


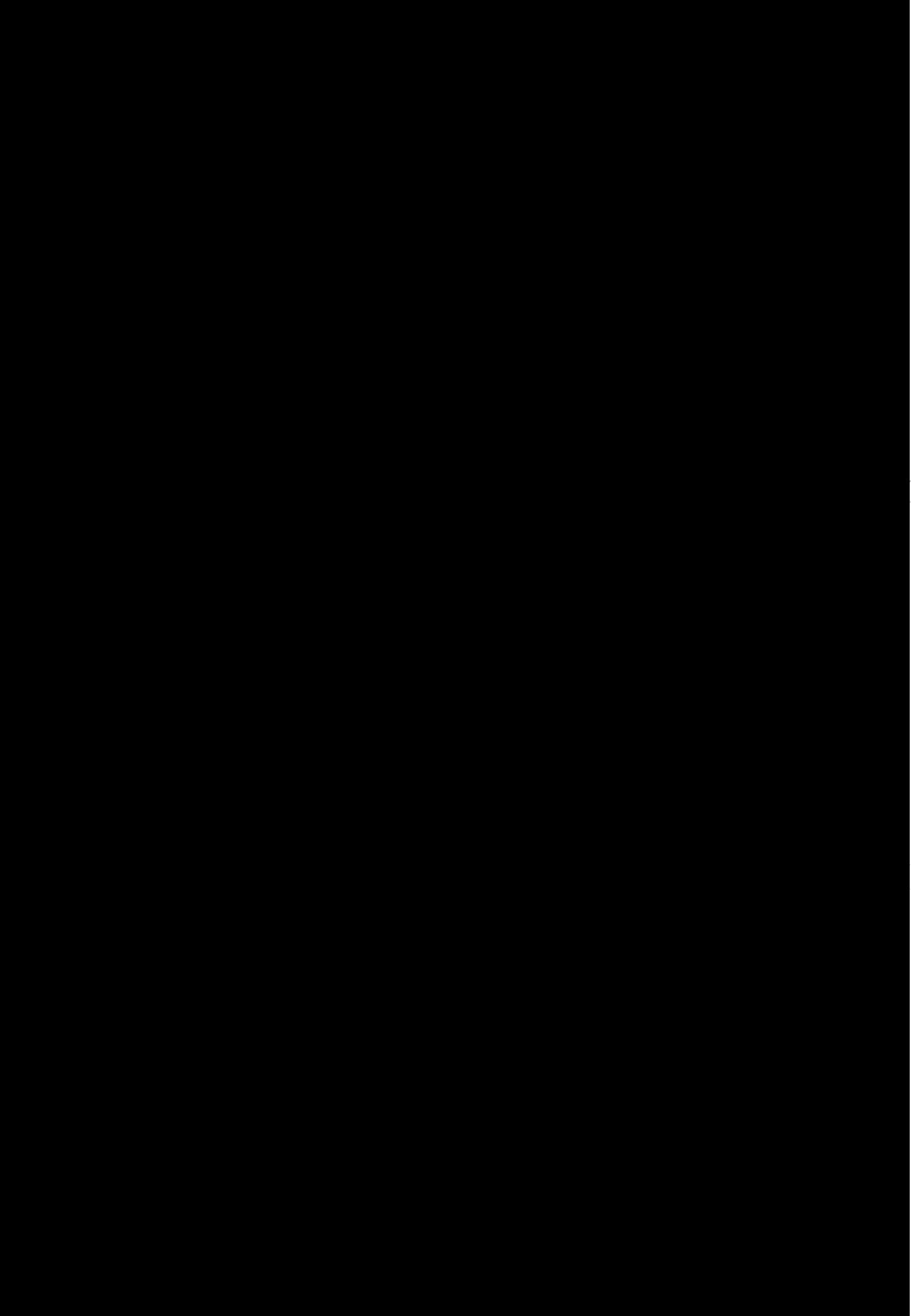
SCHEDULE D5. – THIRD PARTY AGREEMENTS

(Schedule A2)

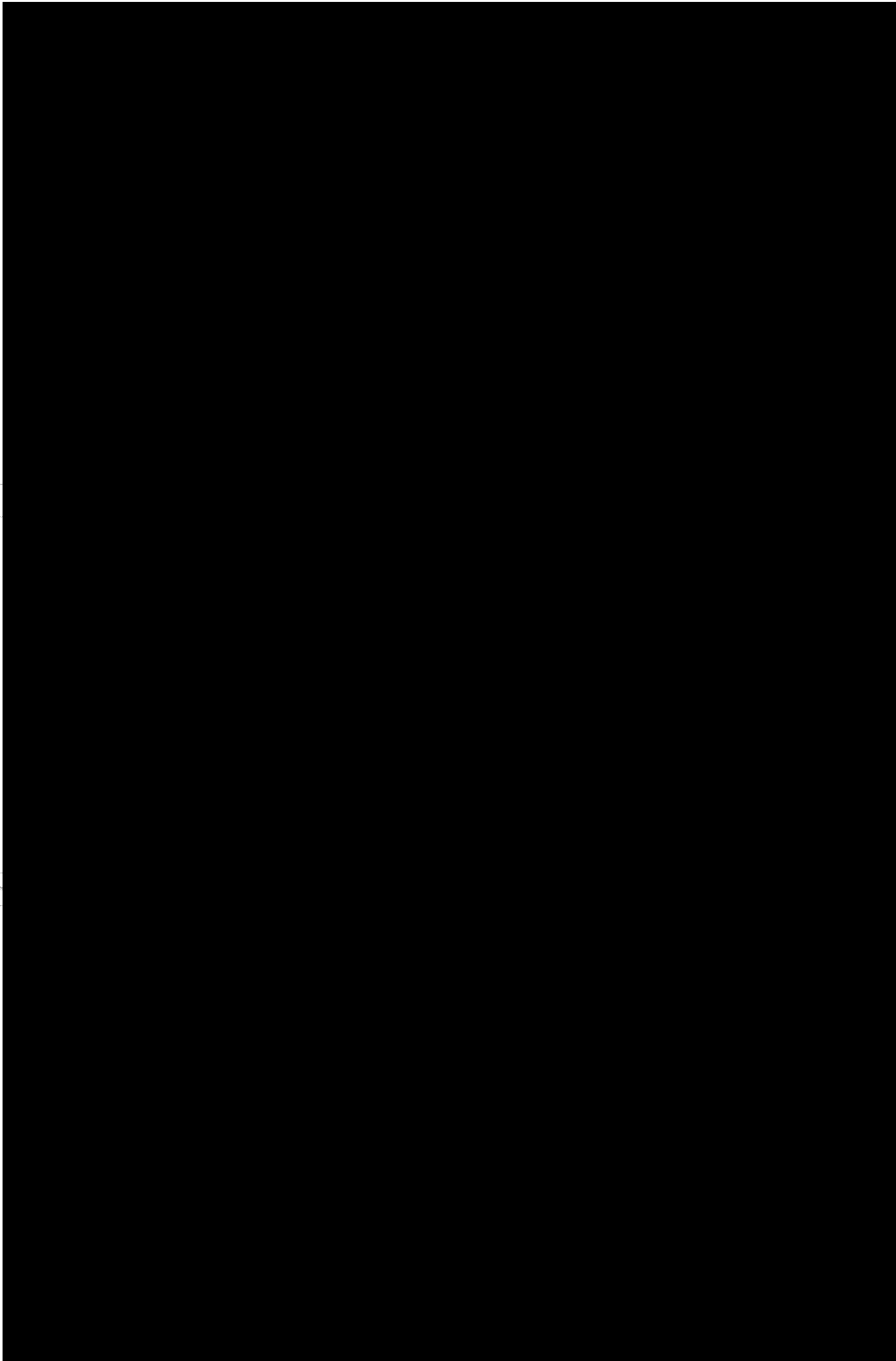


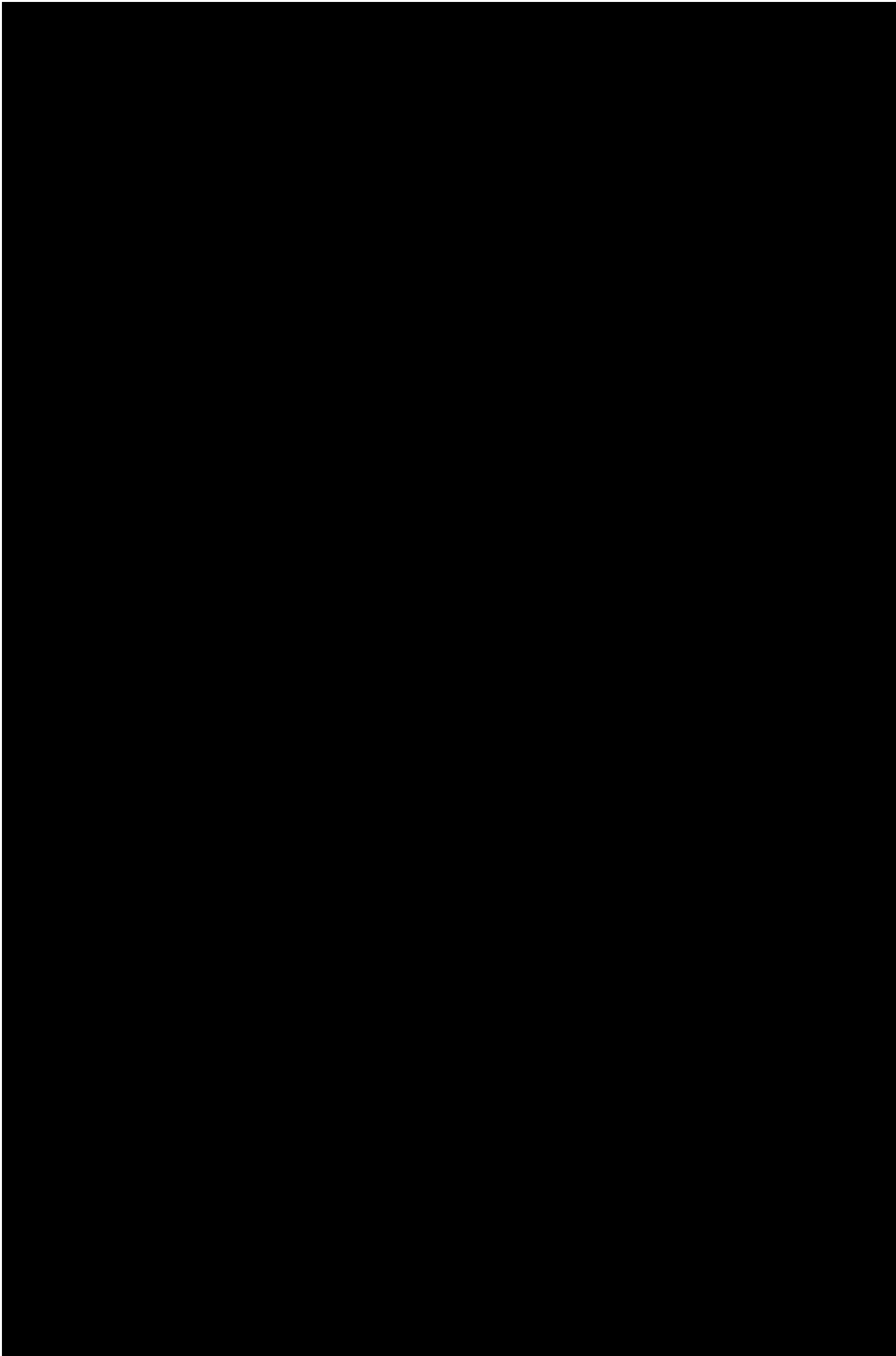


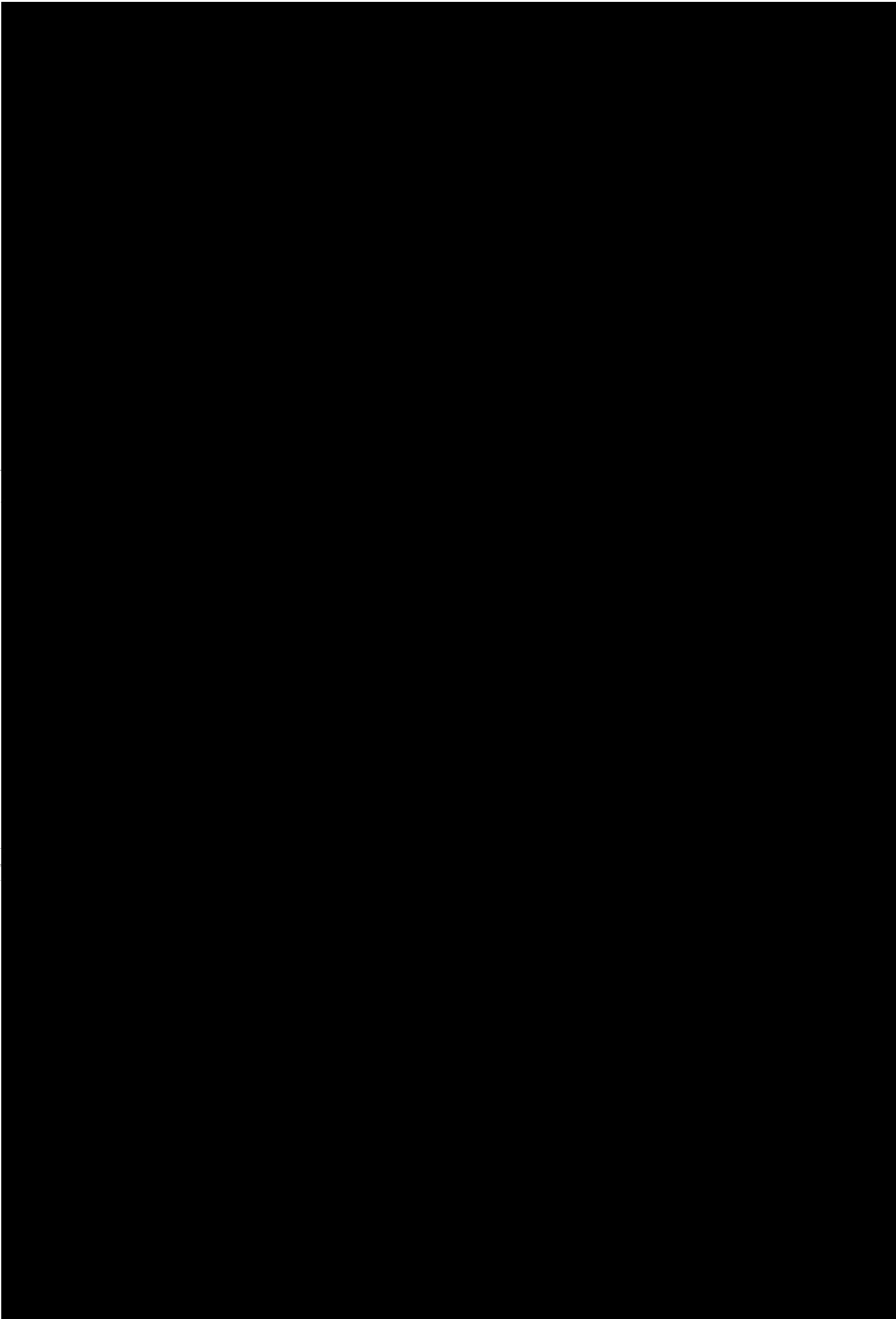


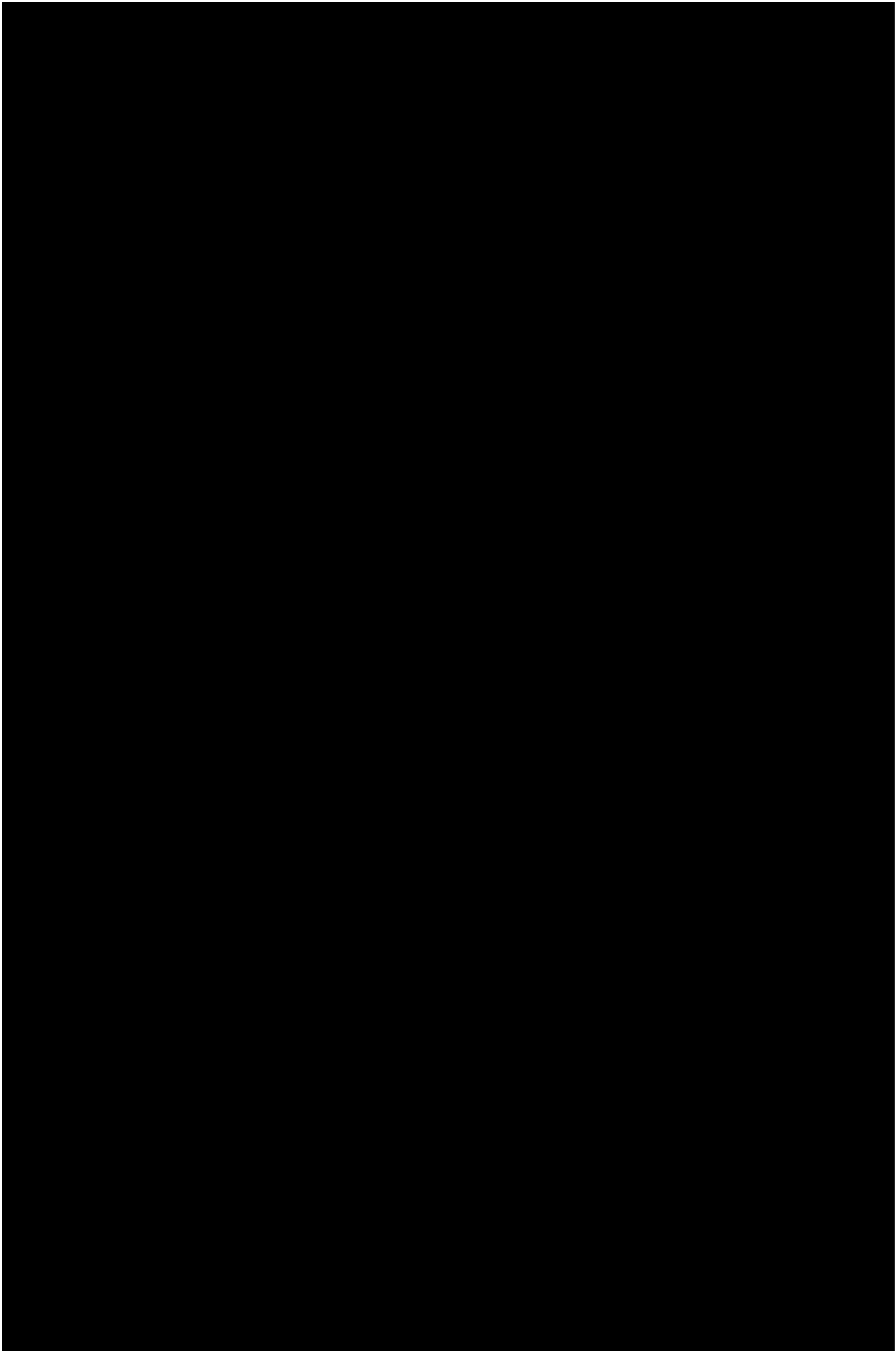


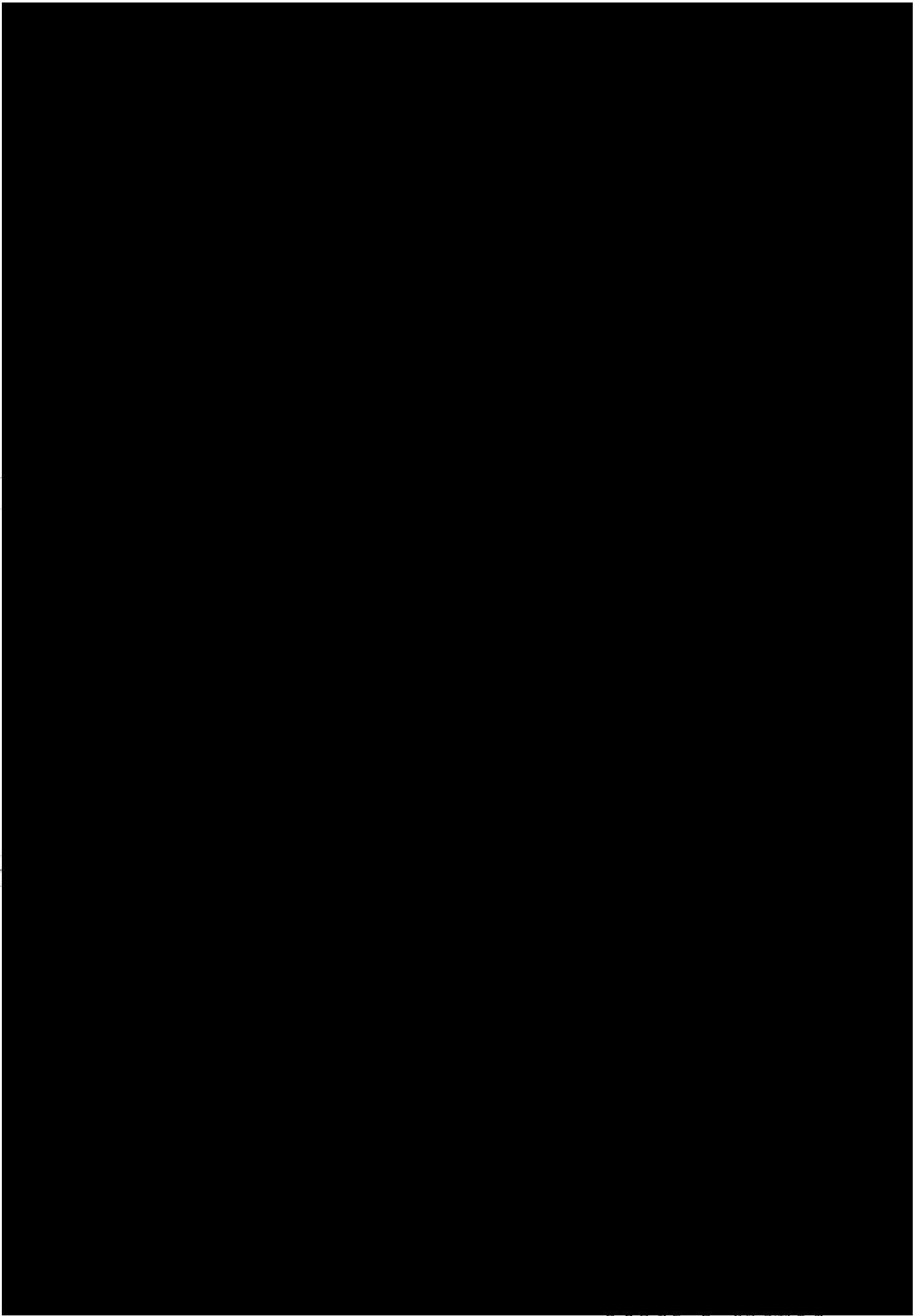
HOLLAND

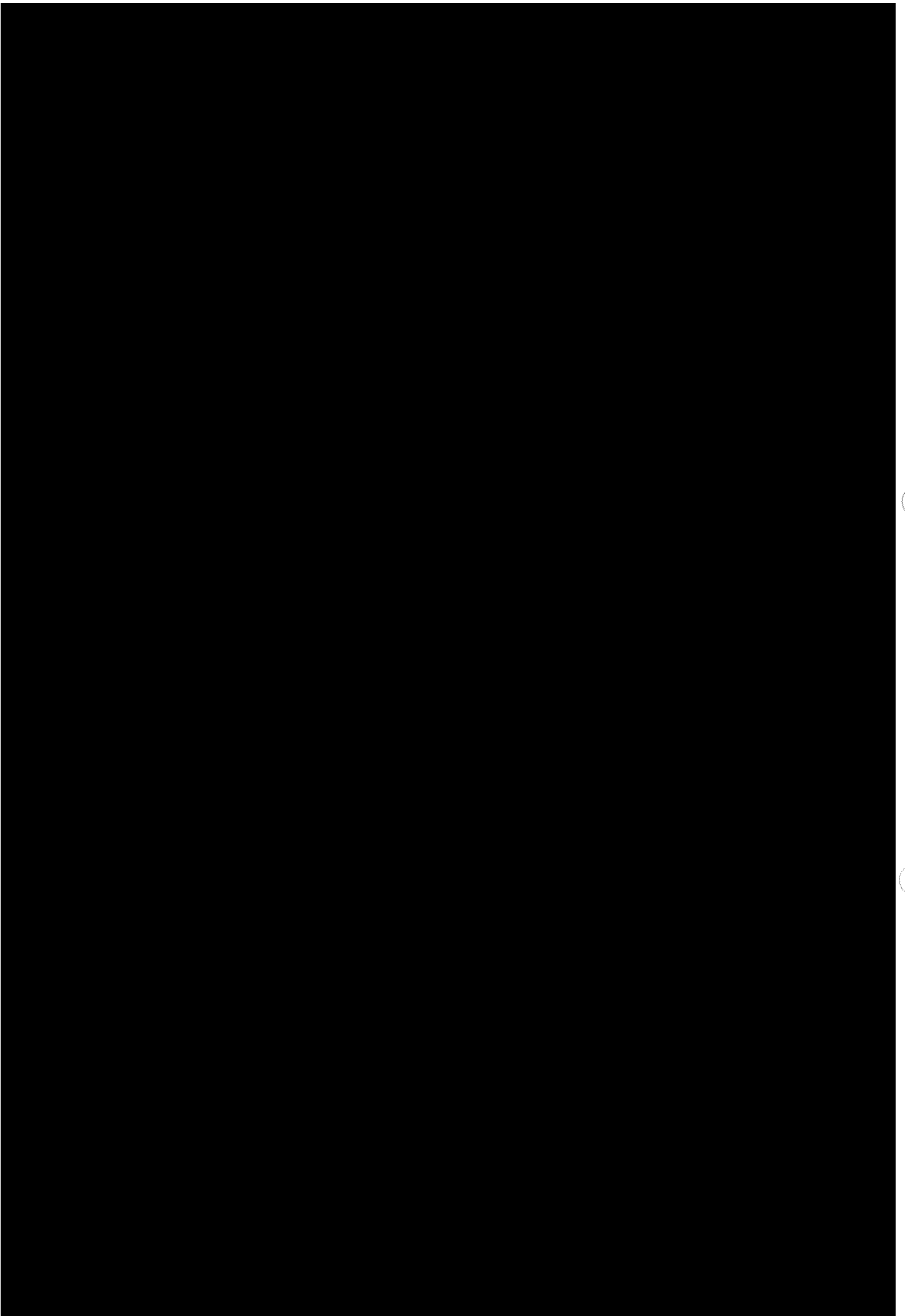


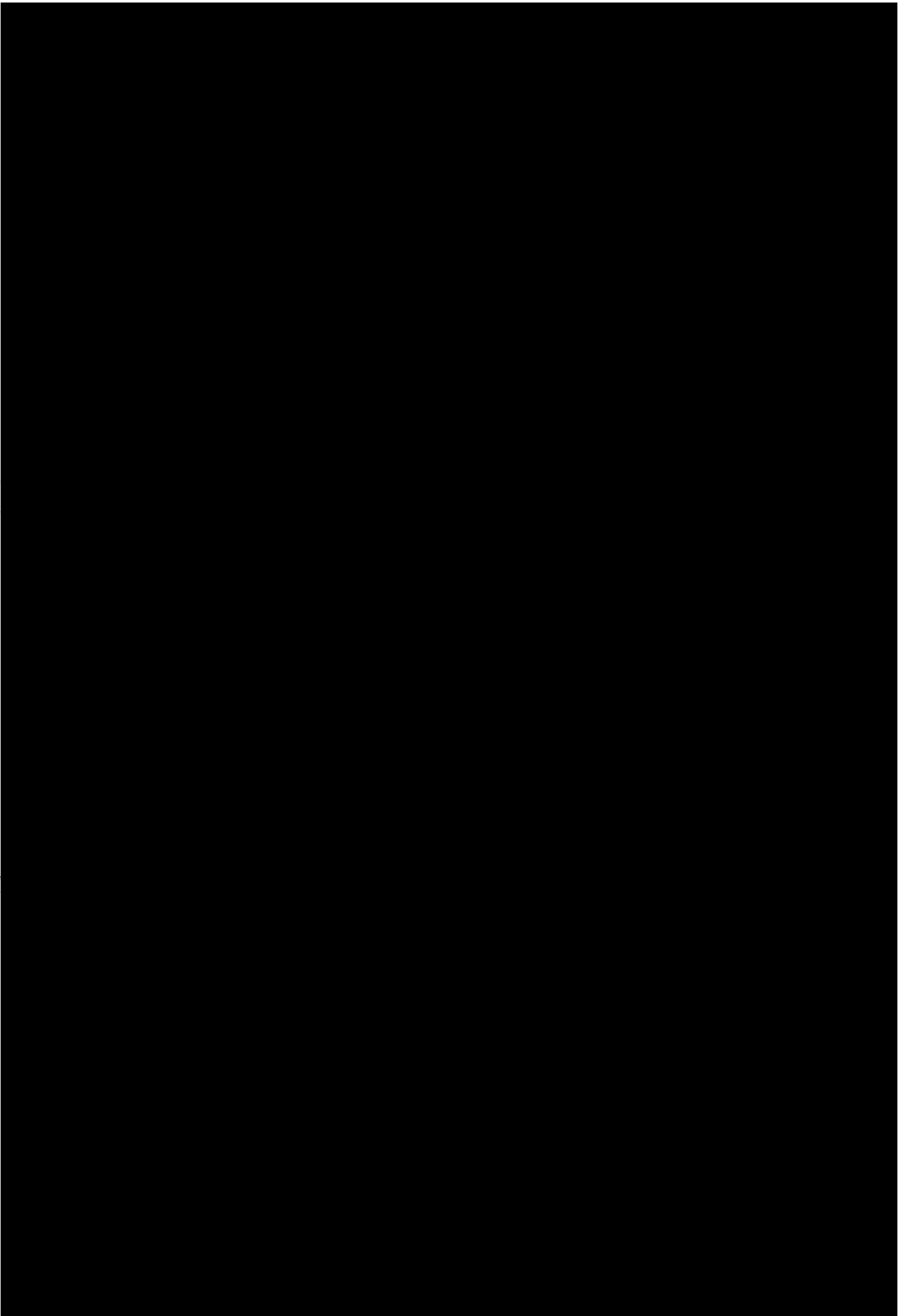


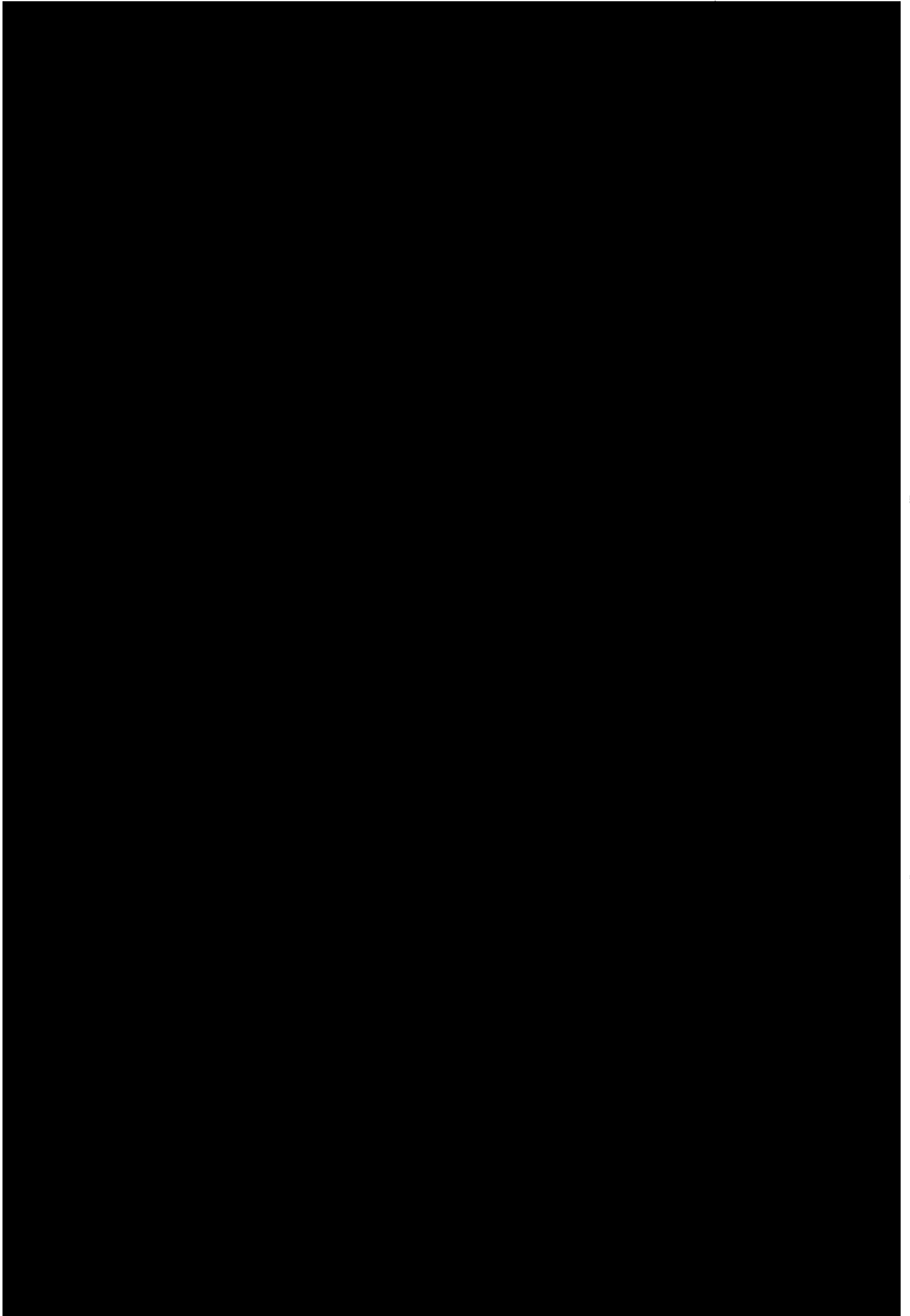


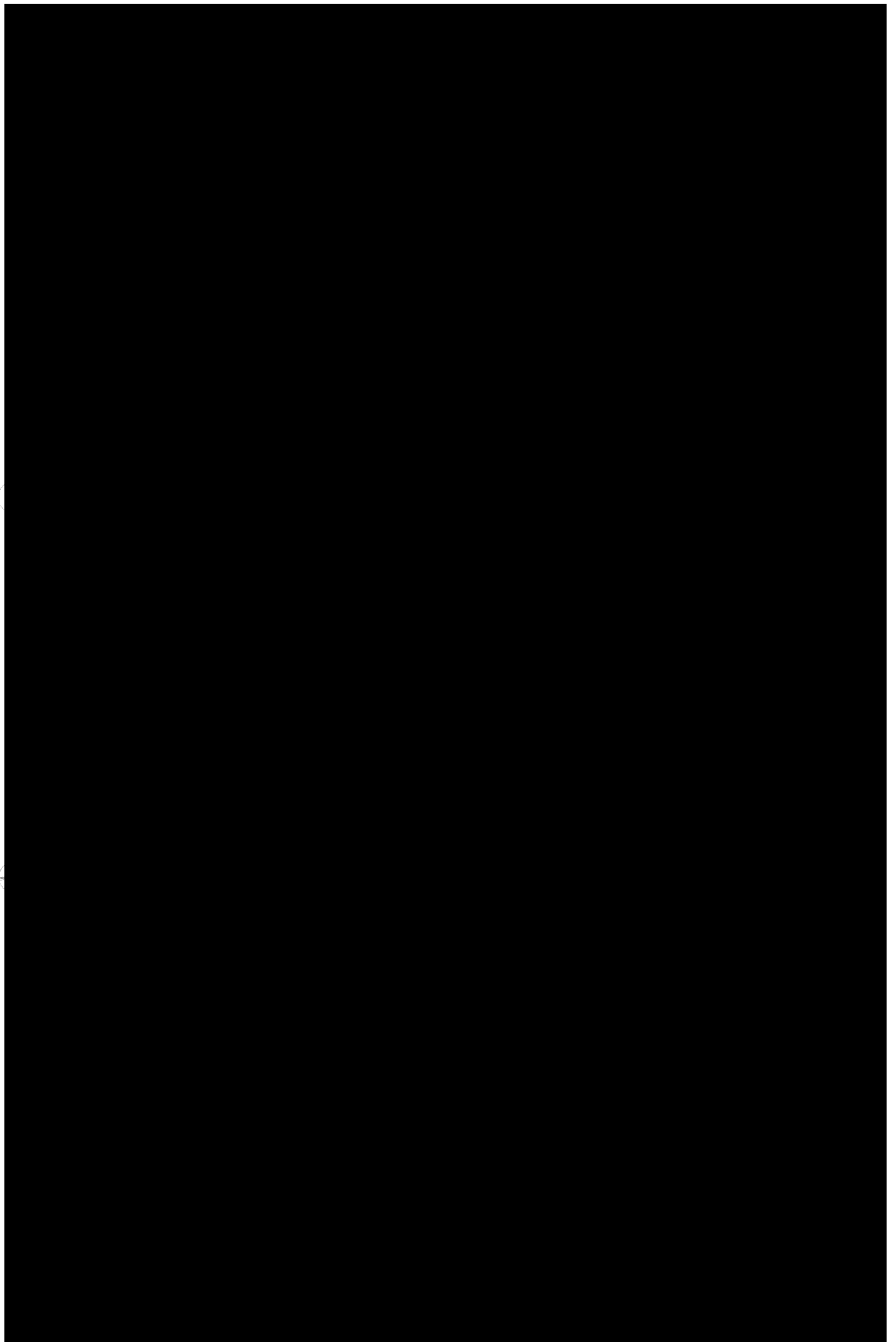


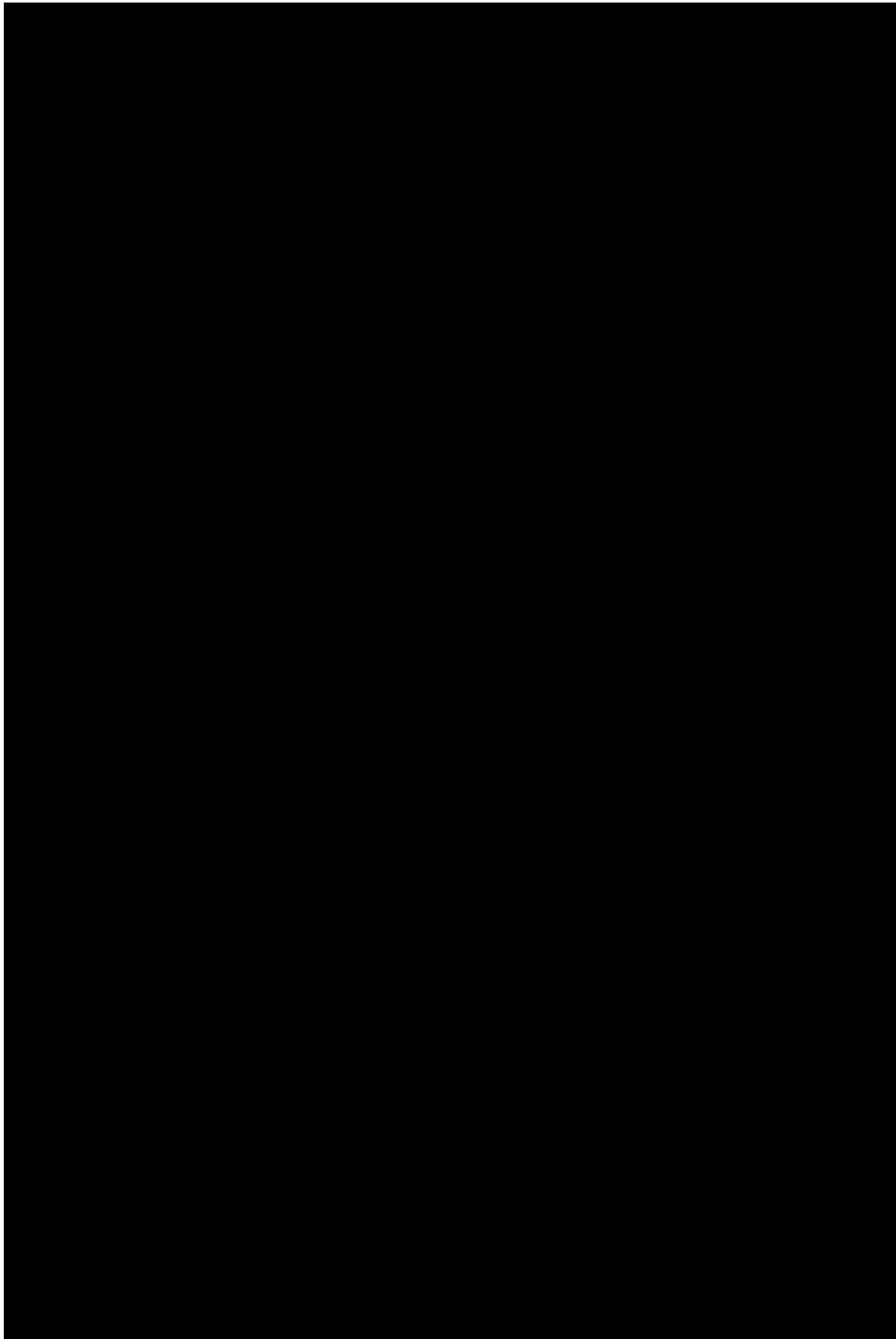


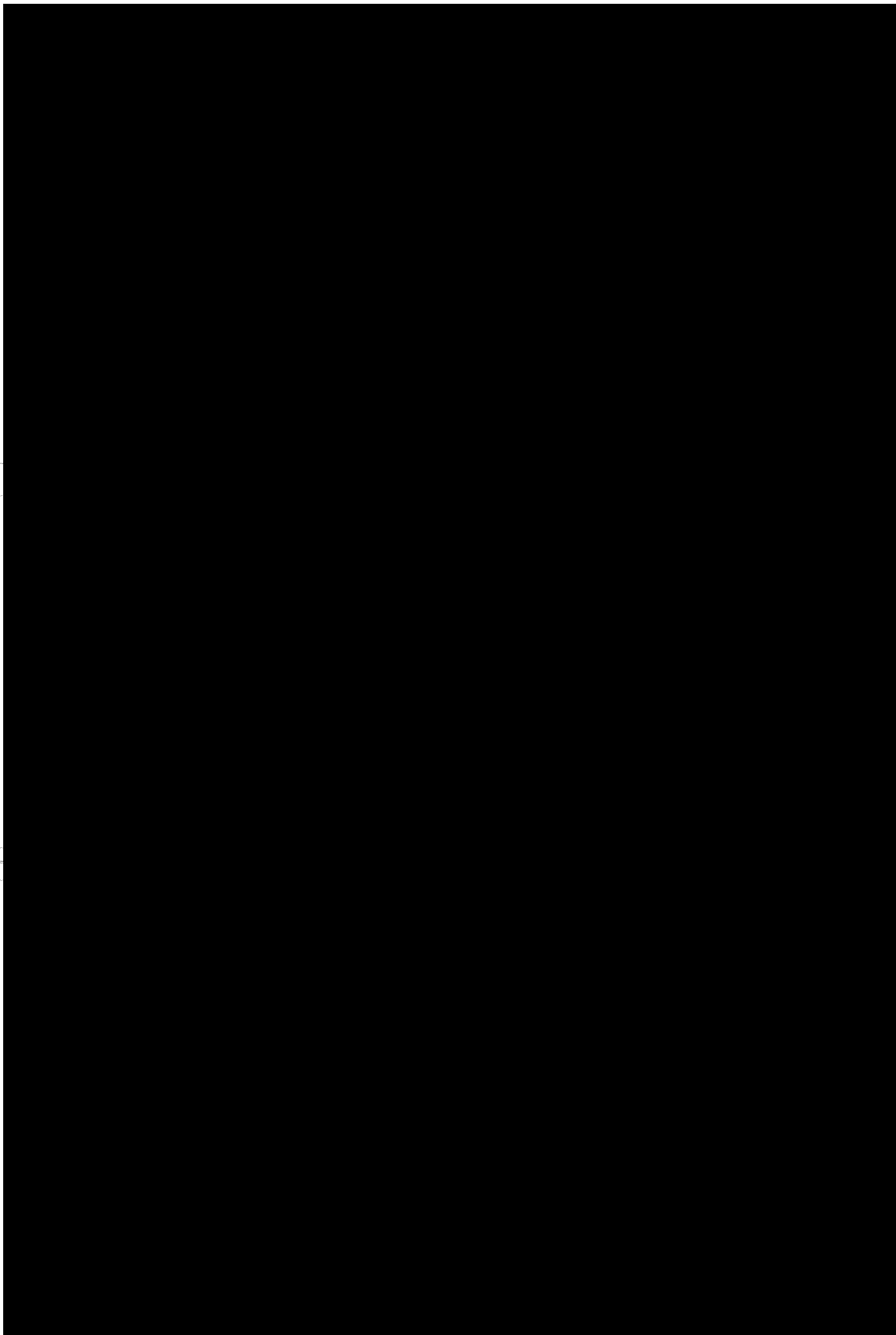


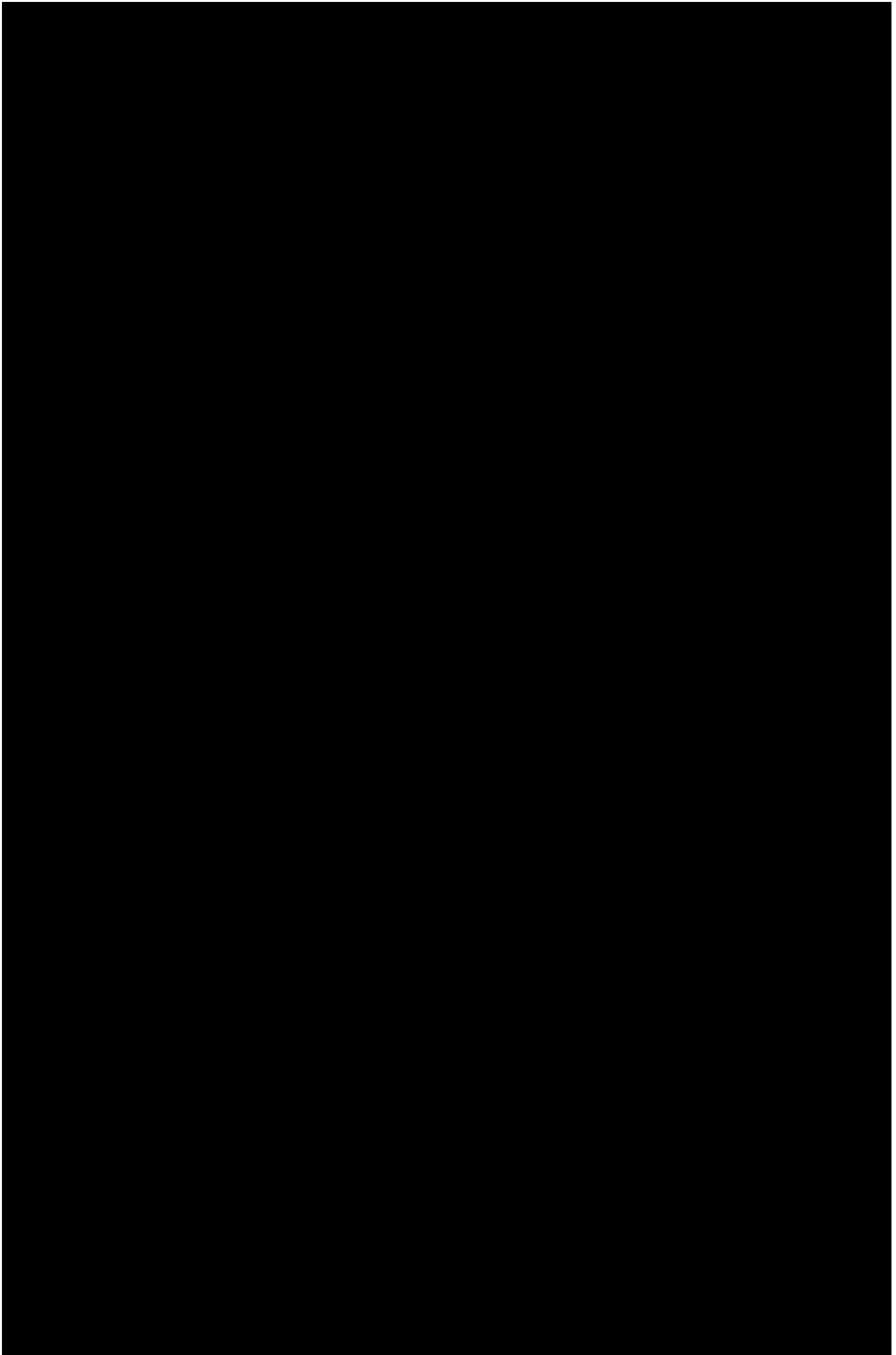


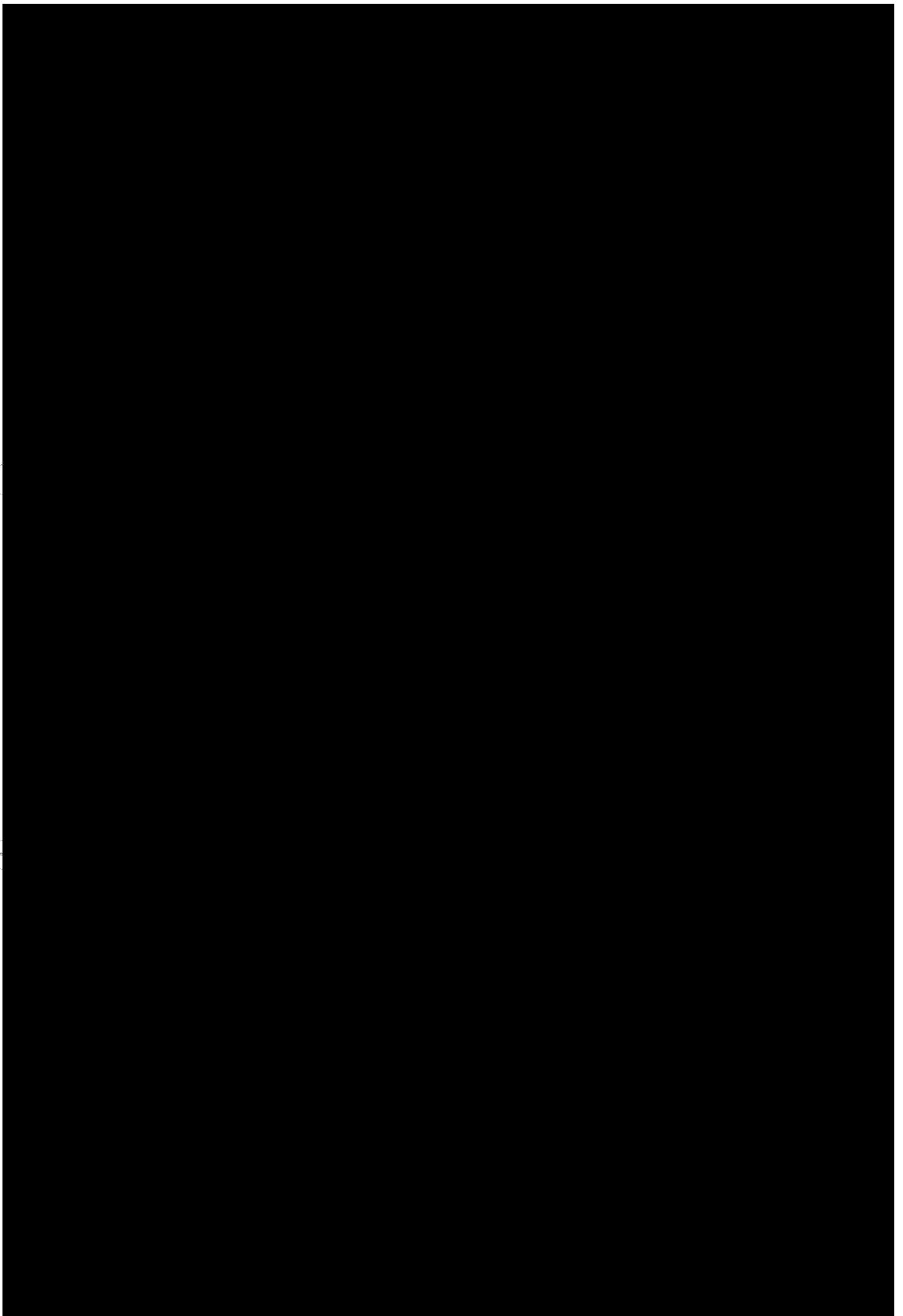


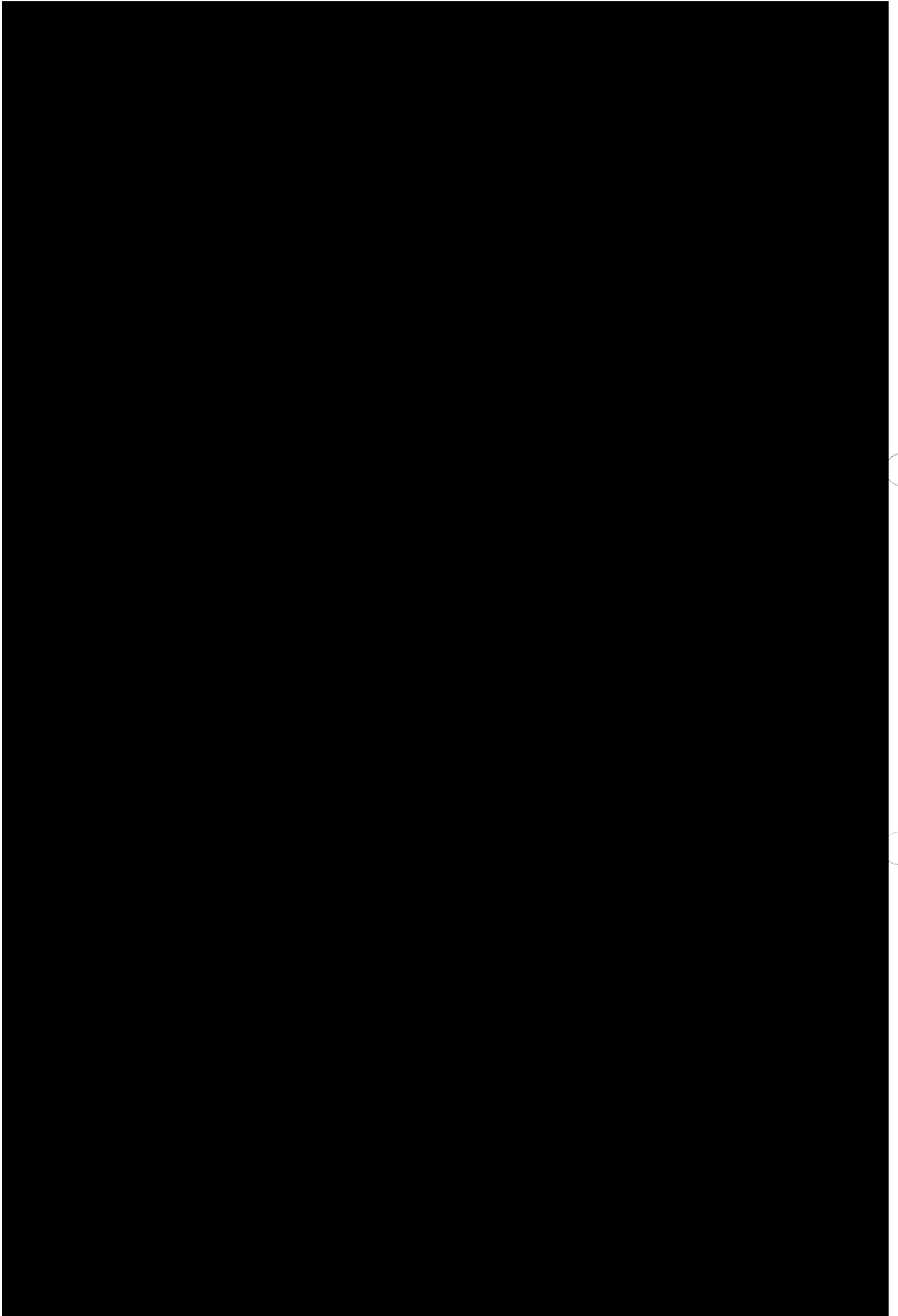


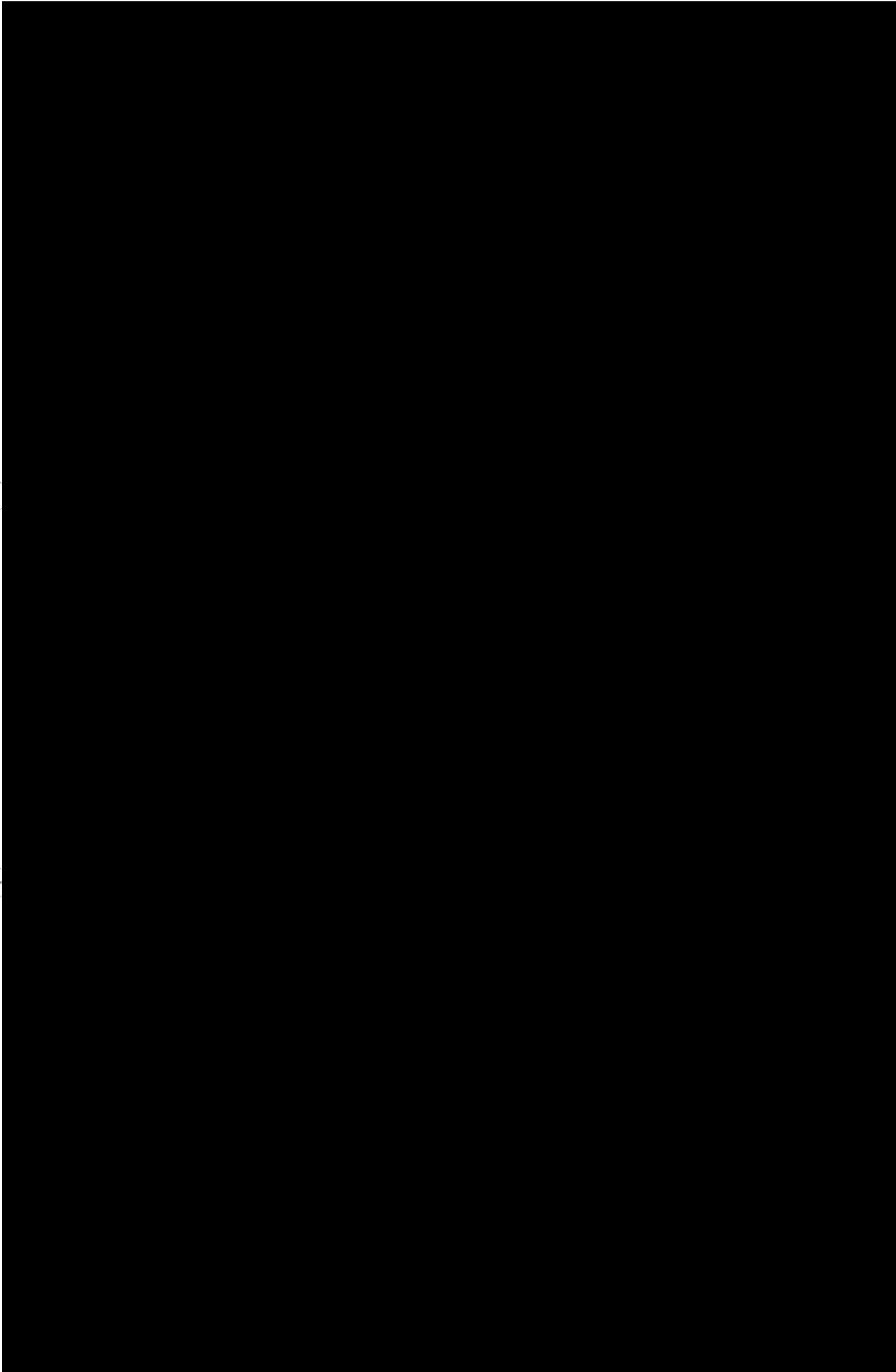


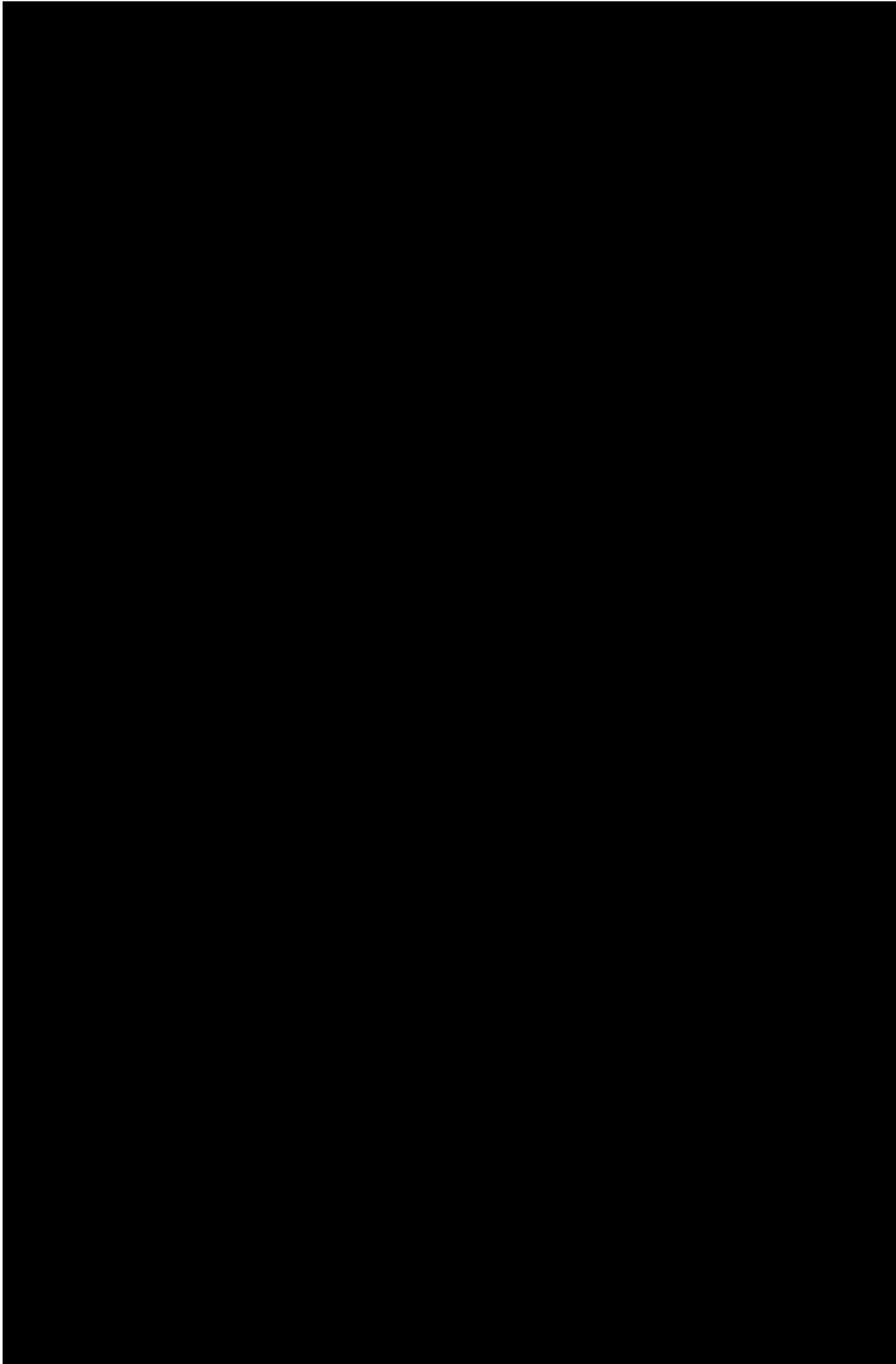


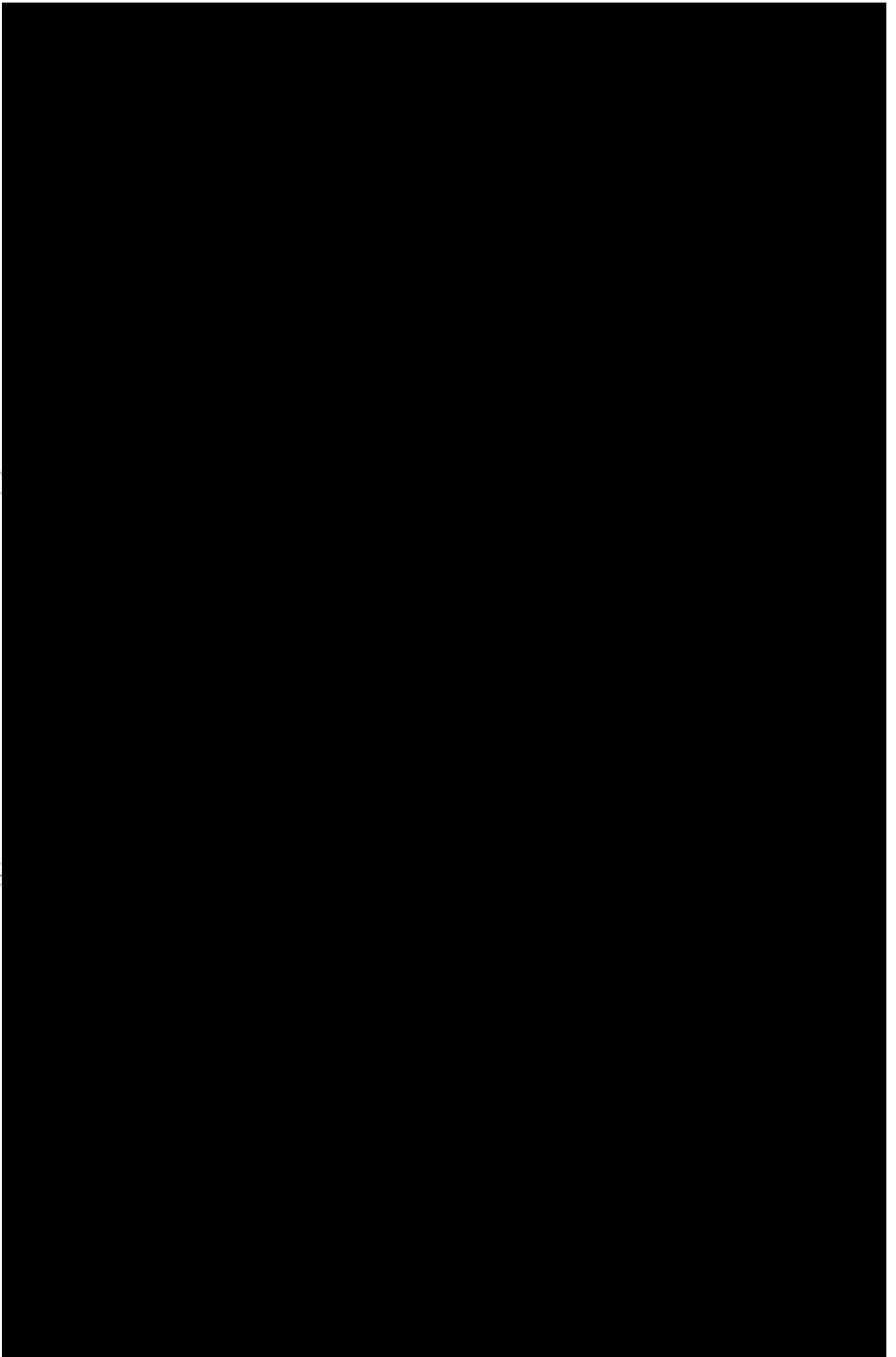


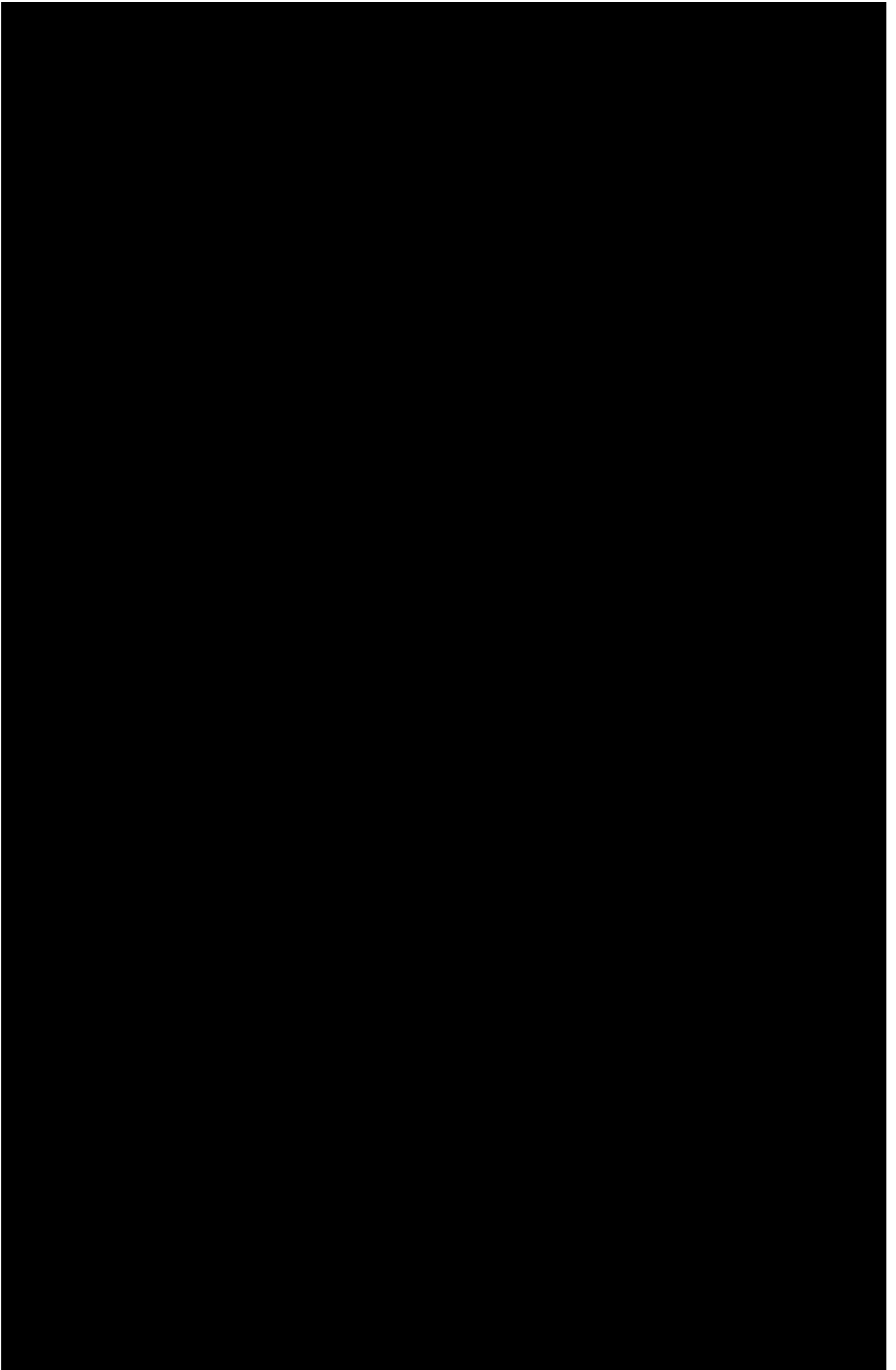




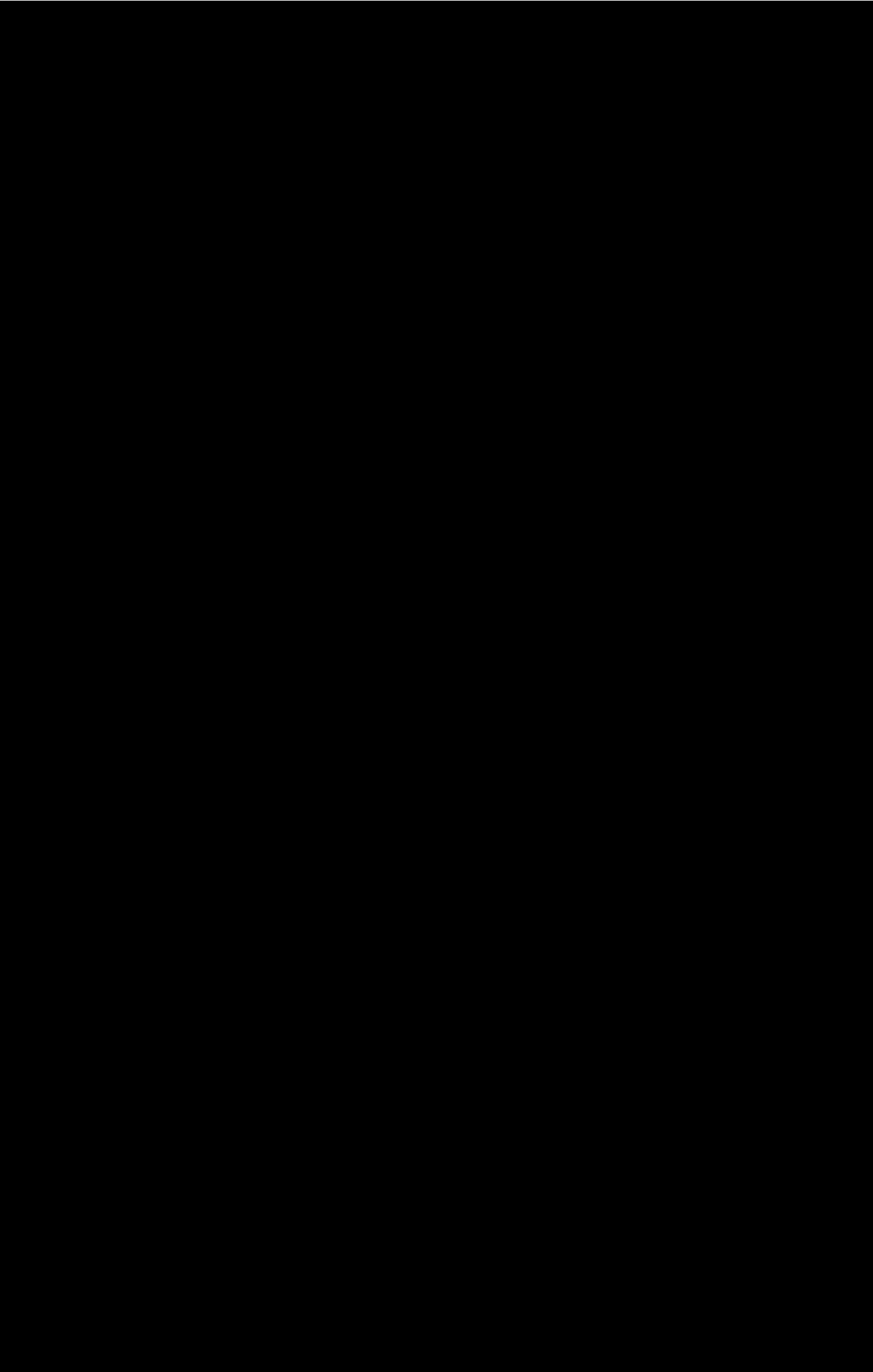


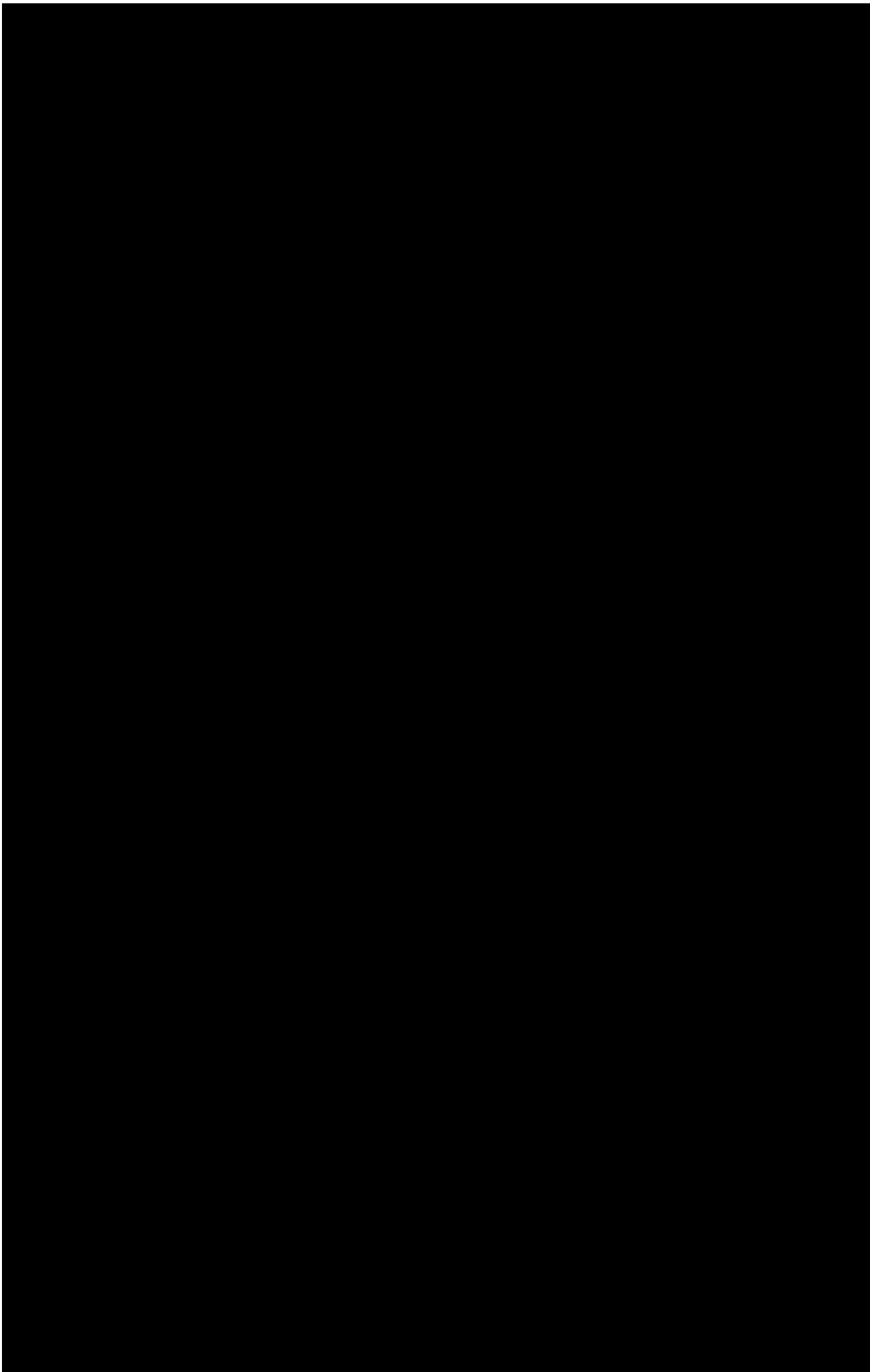


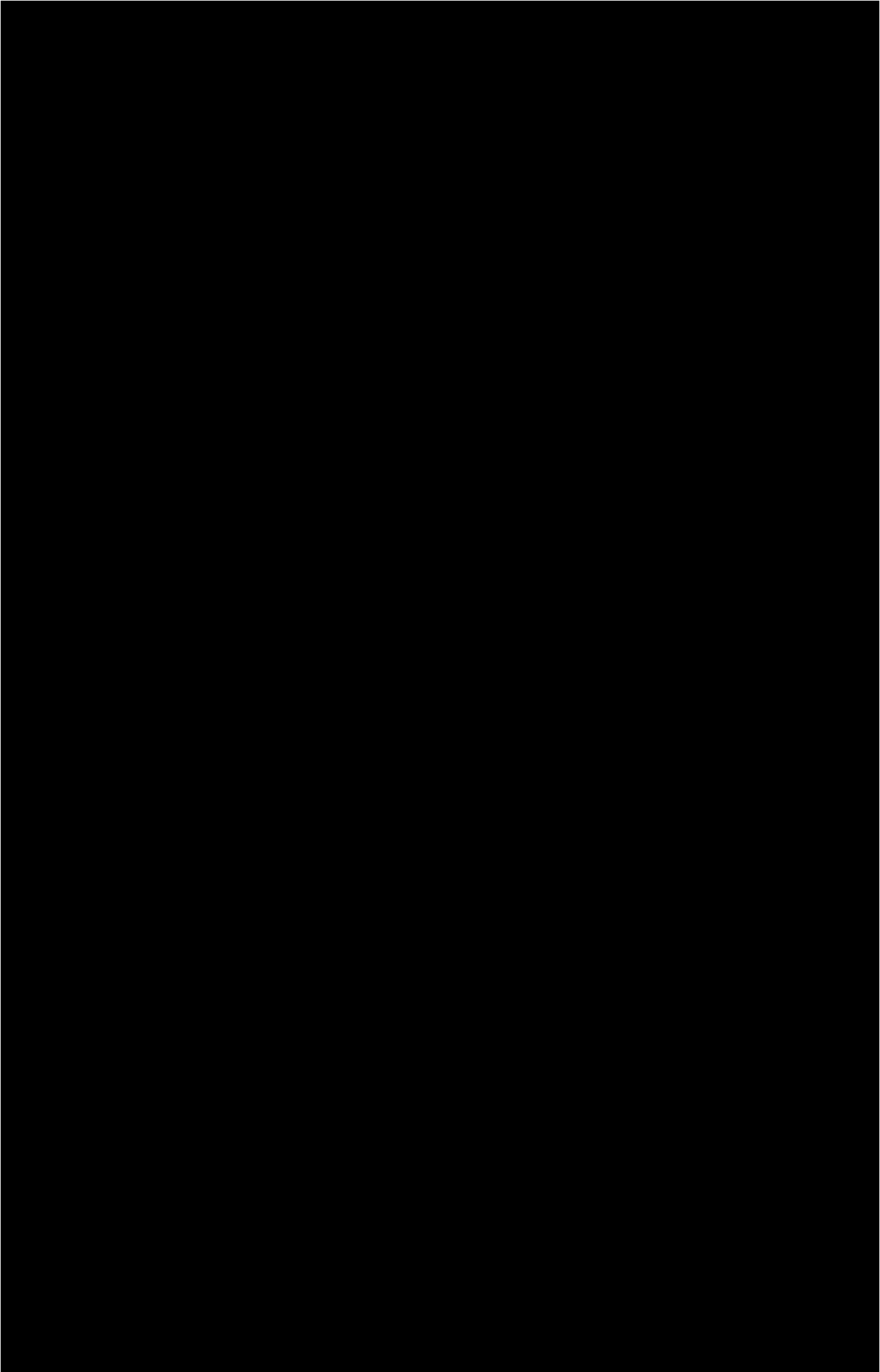


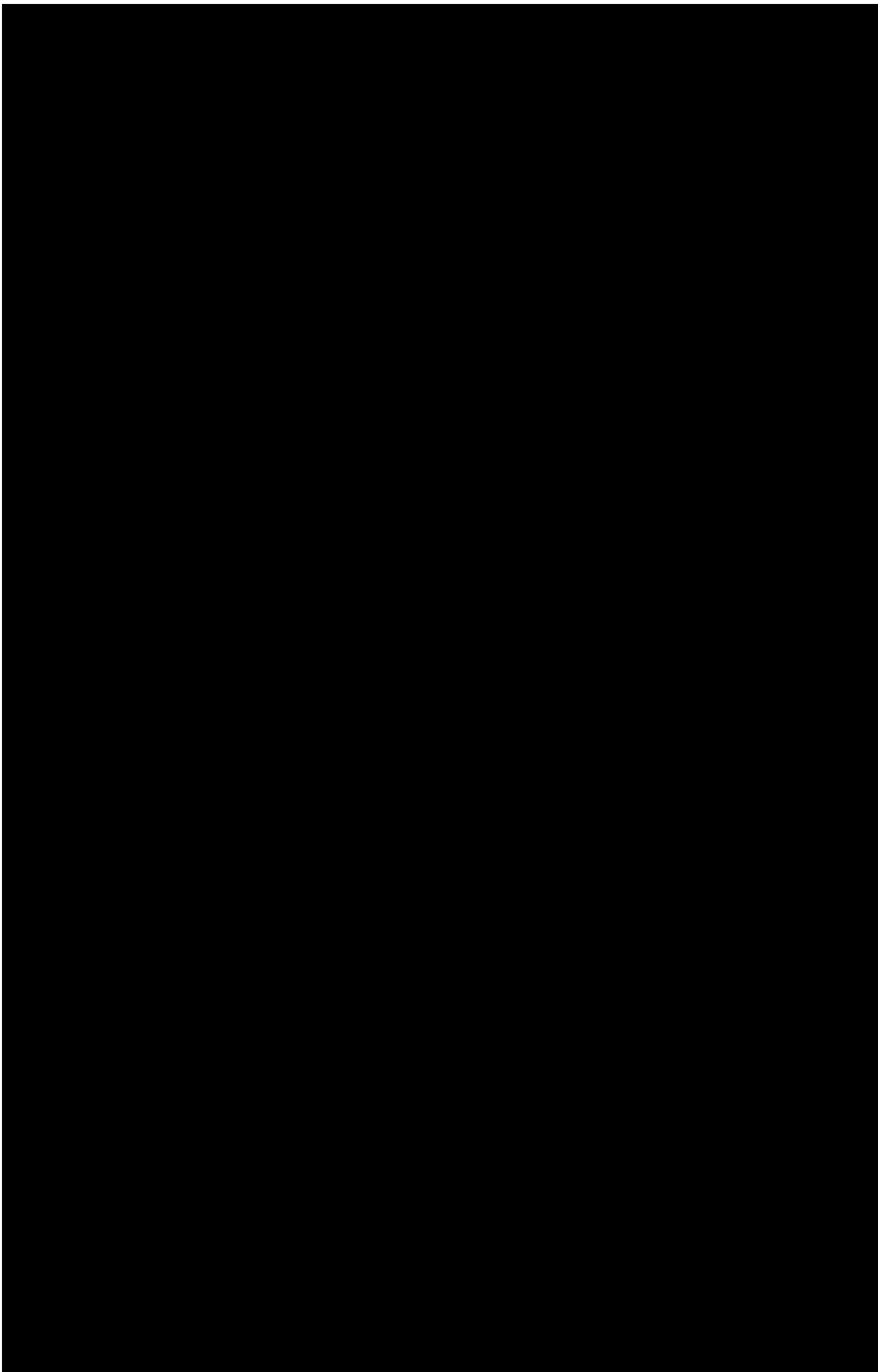


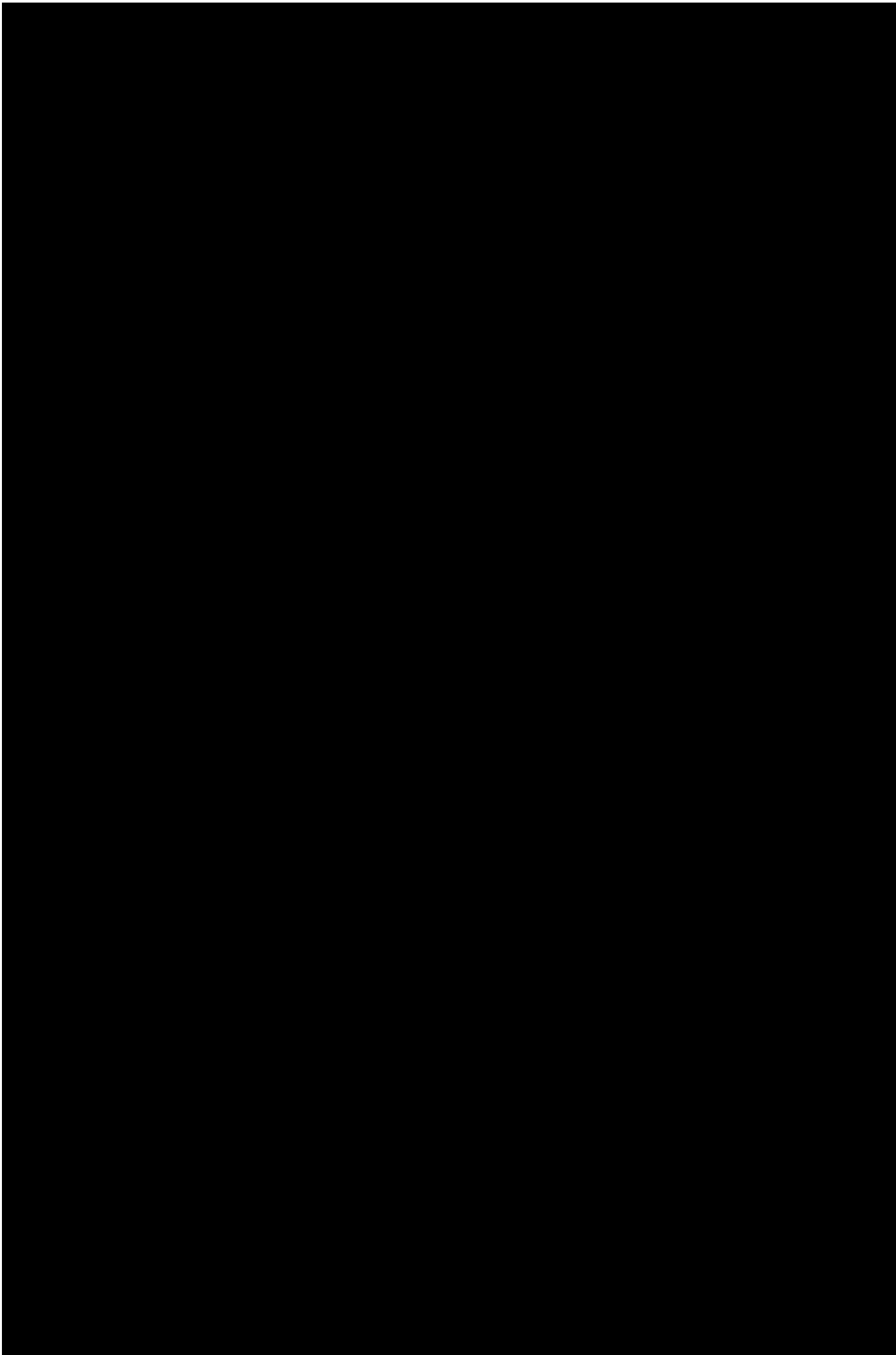




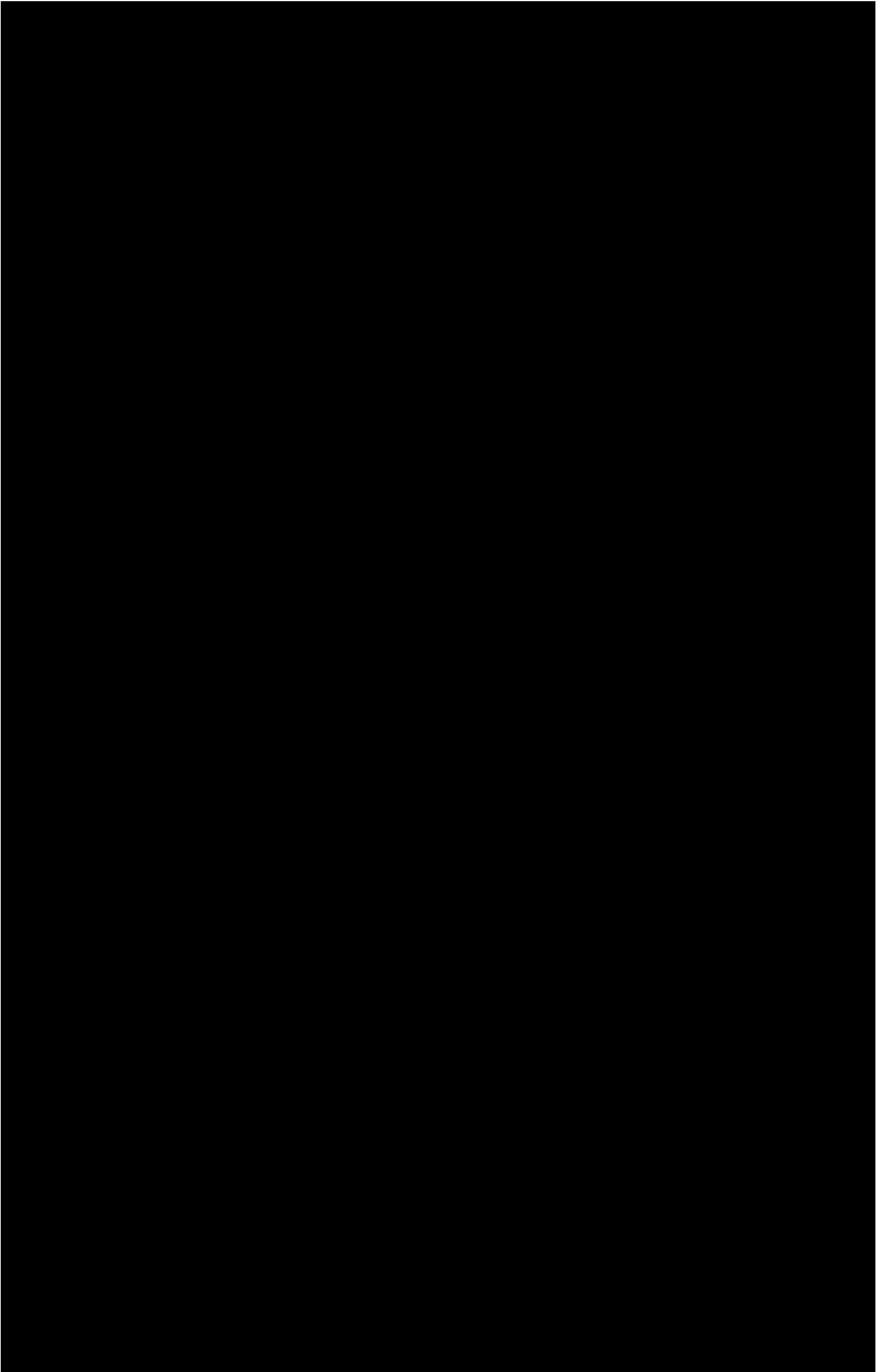


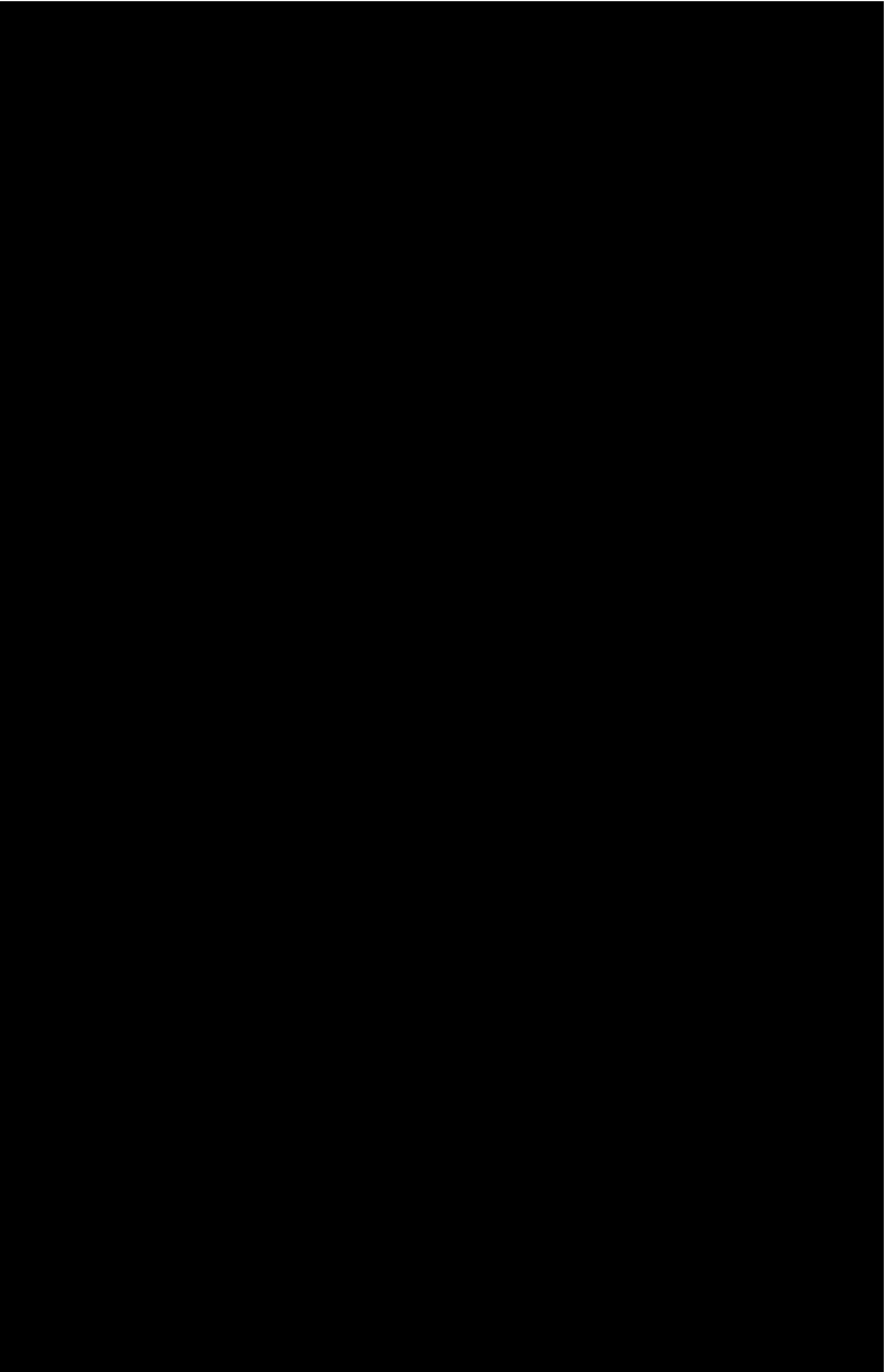


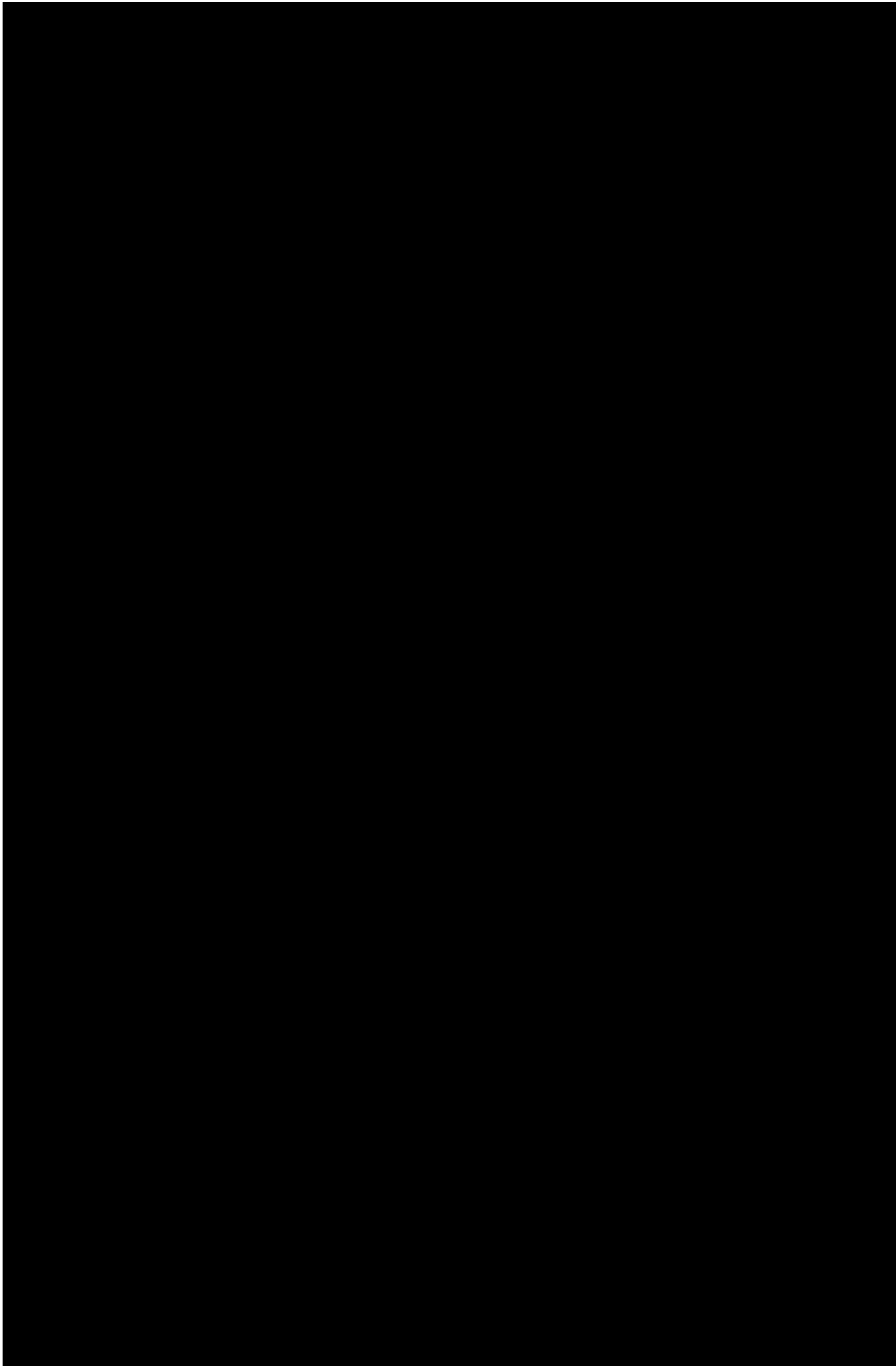




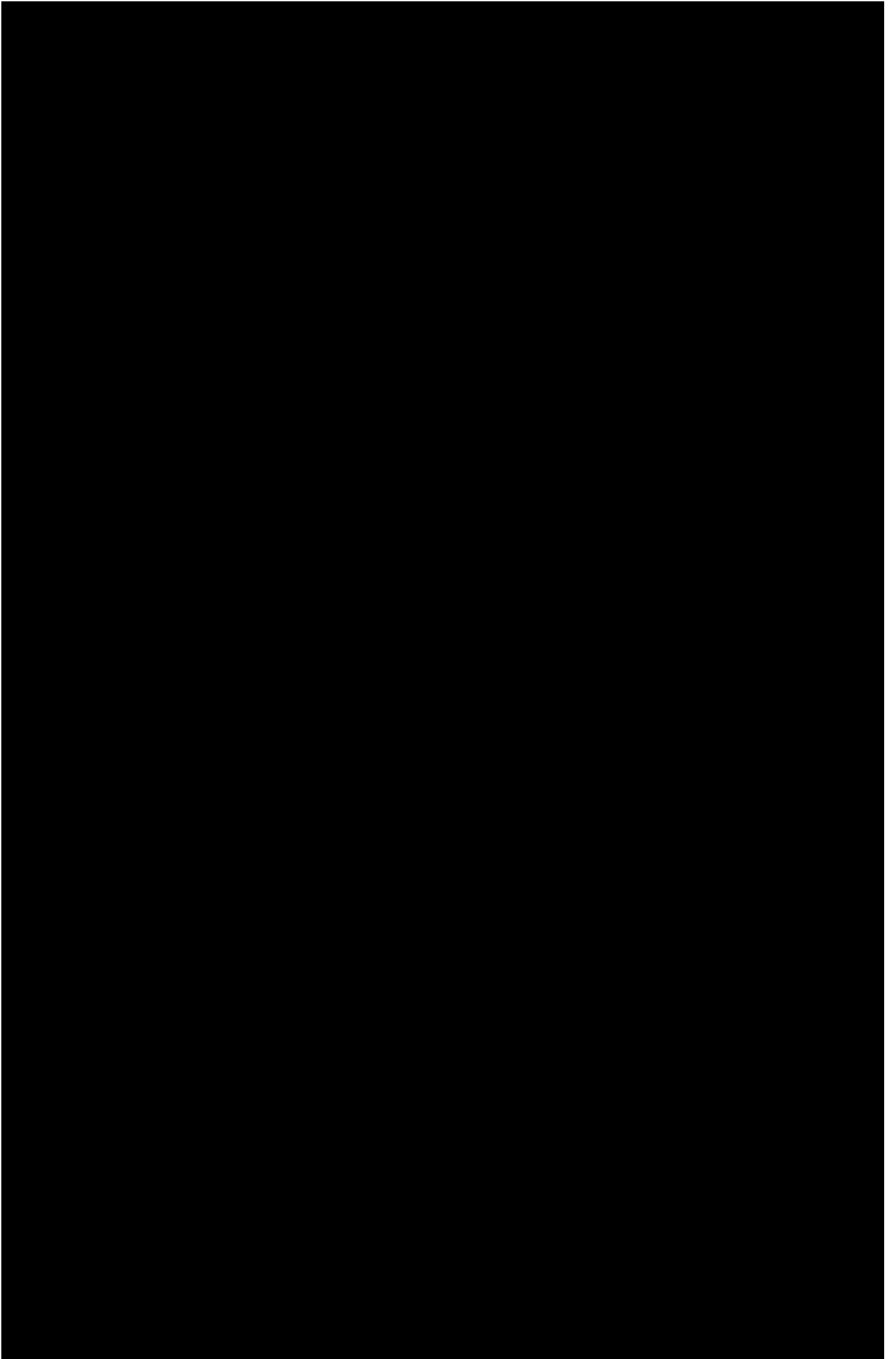


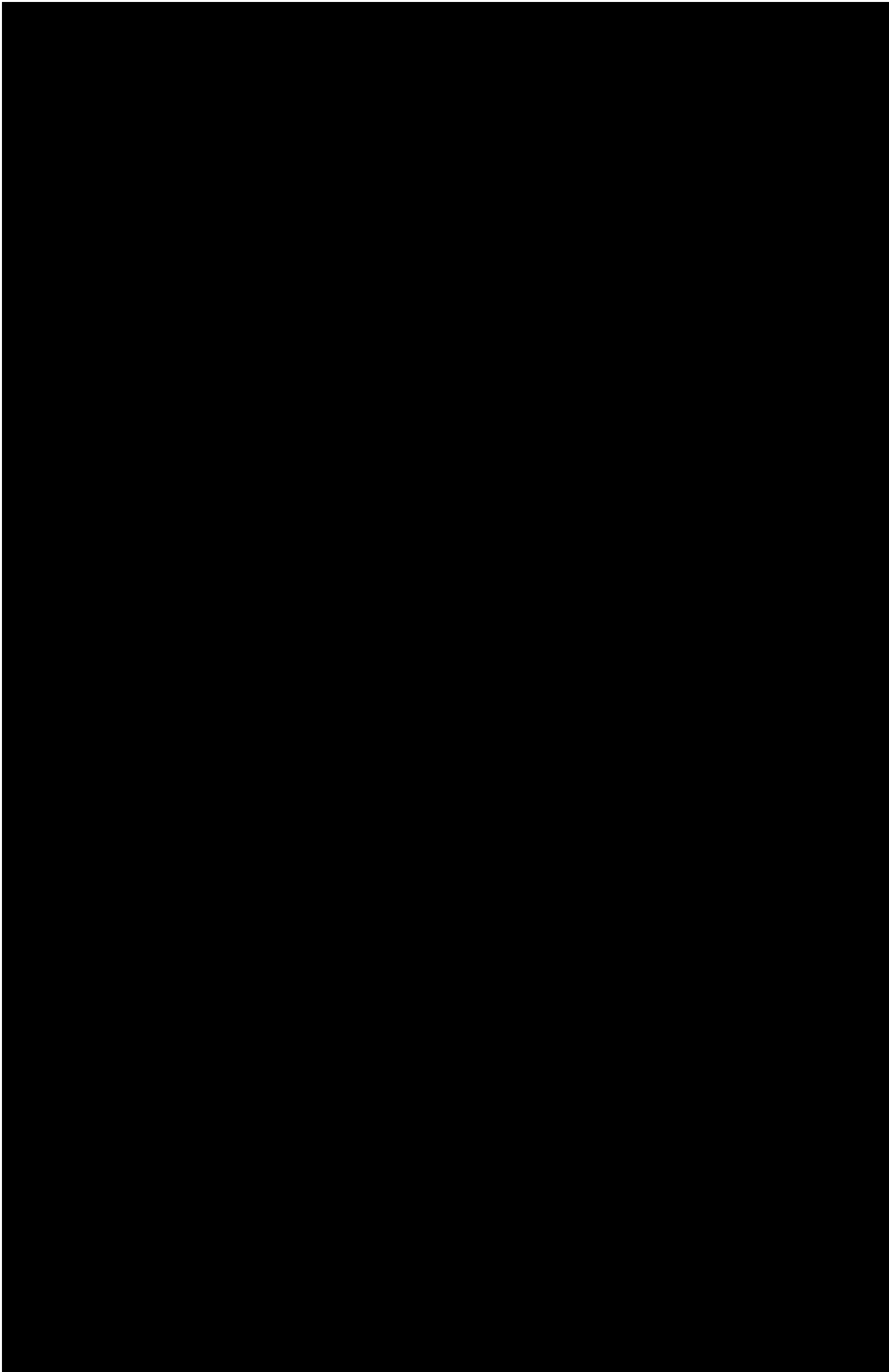




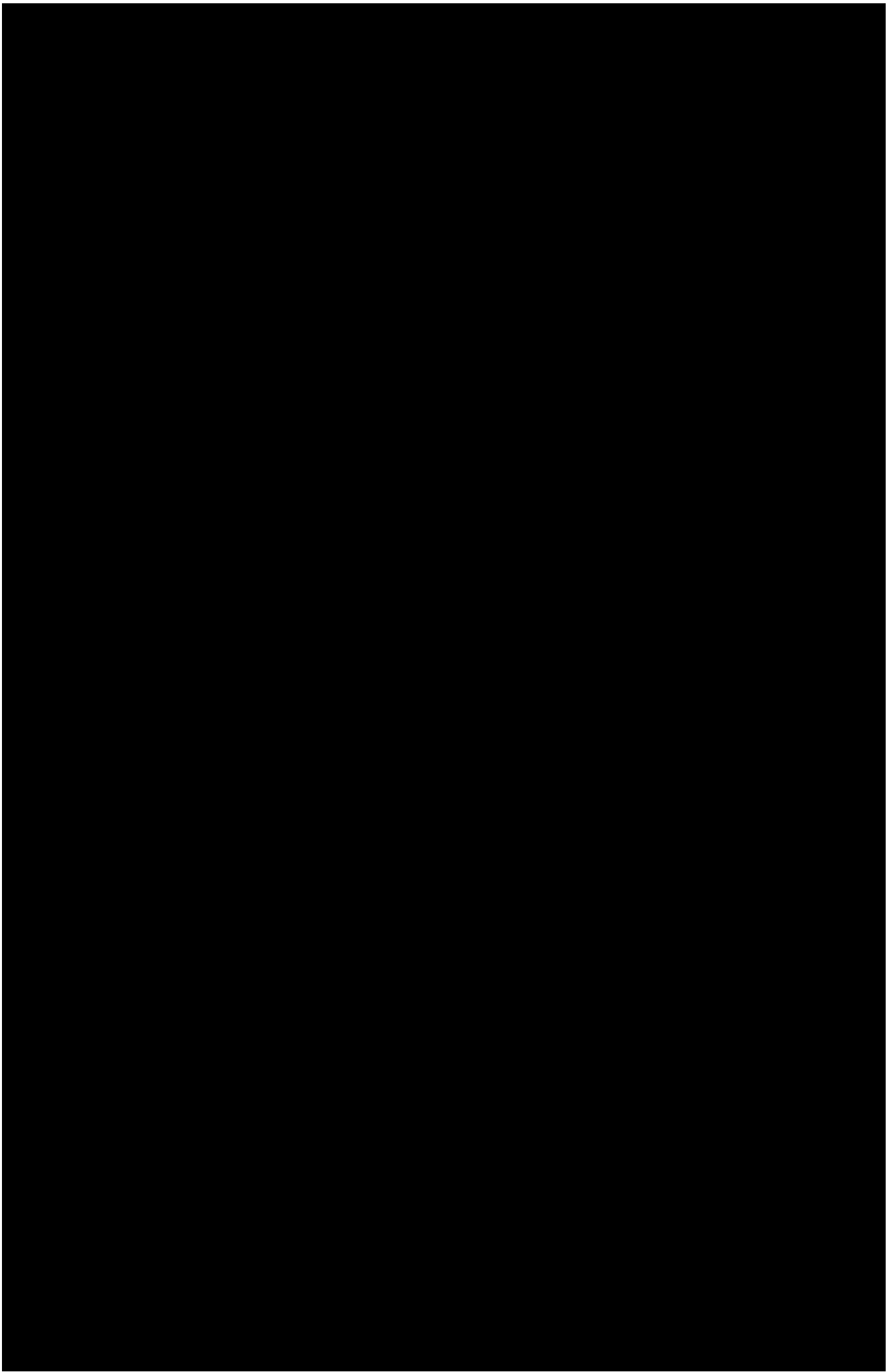


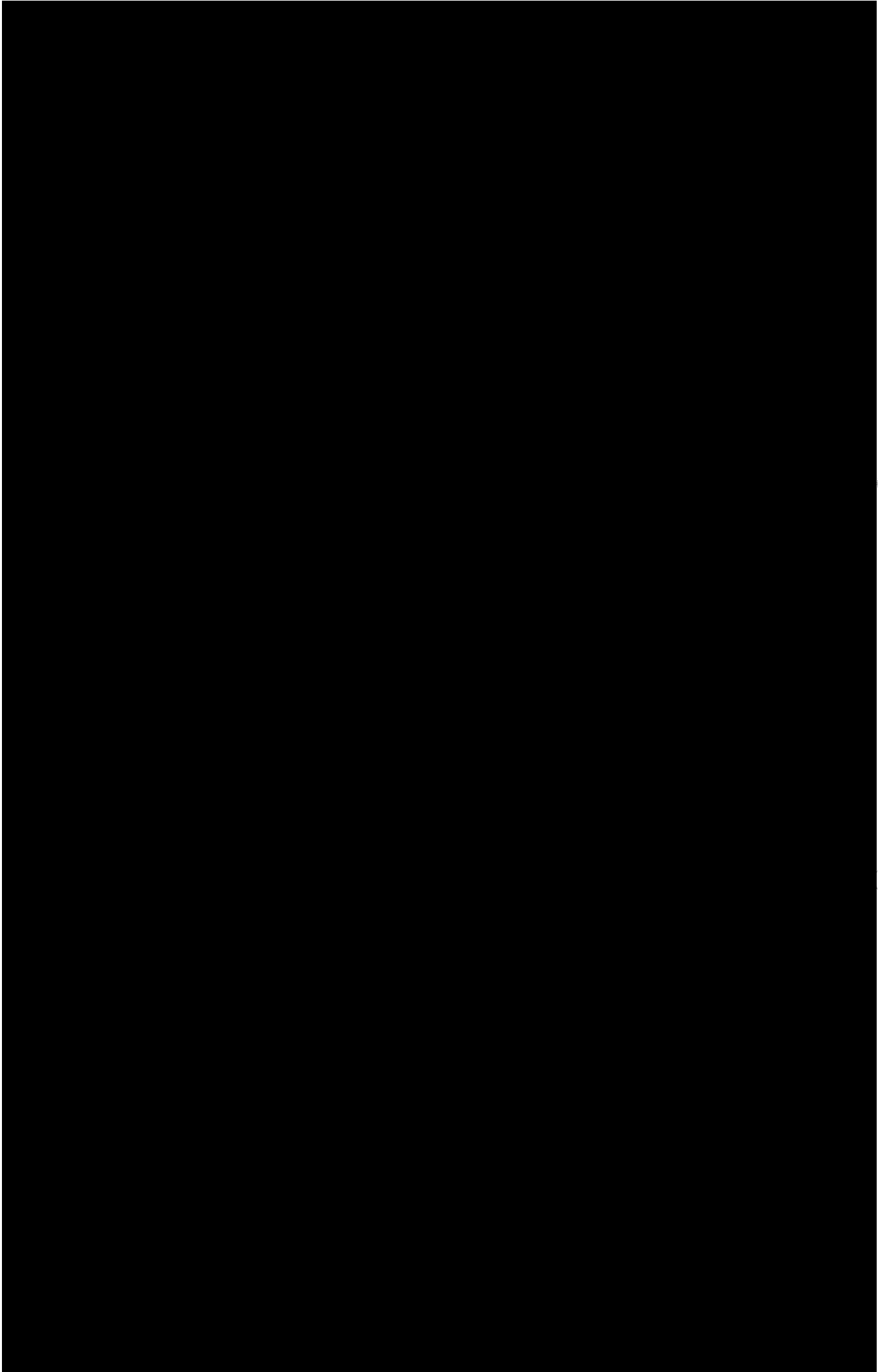


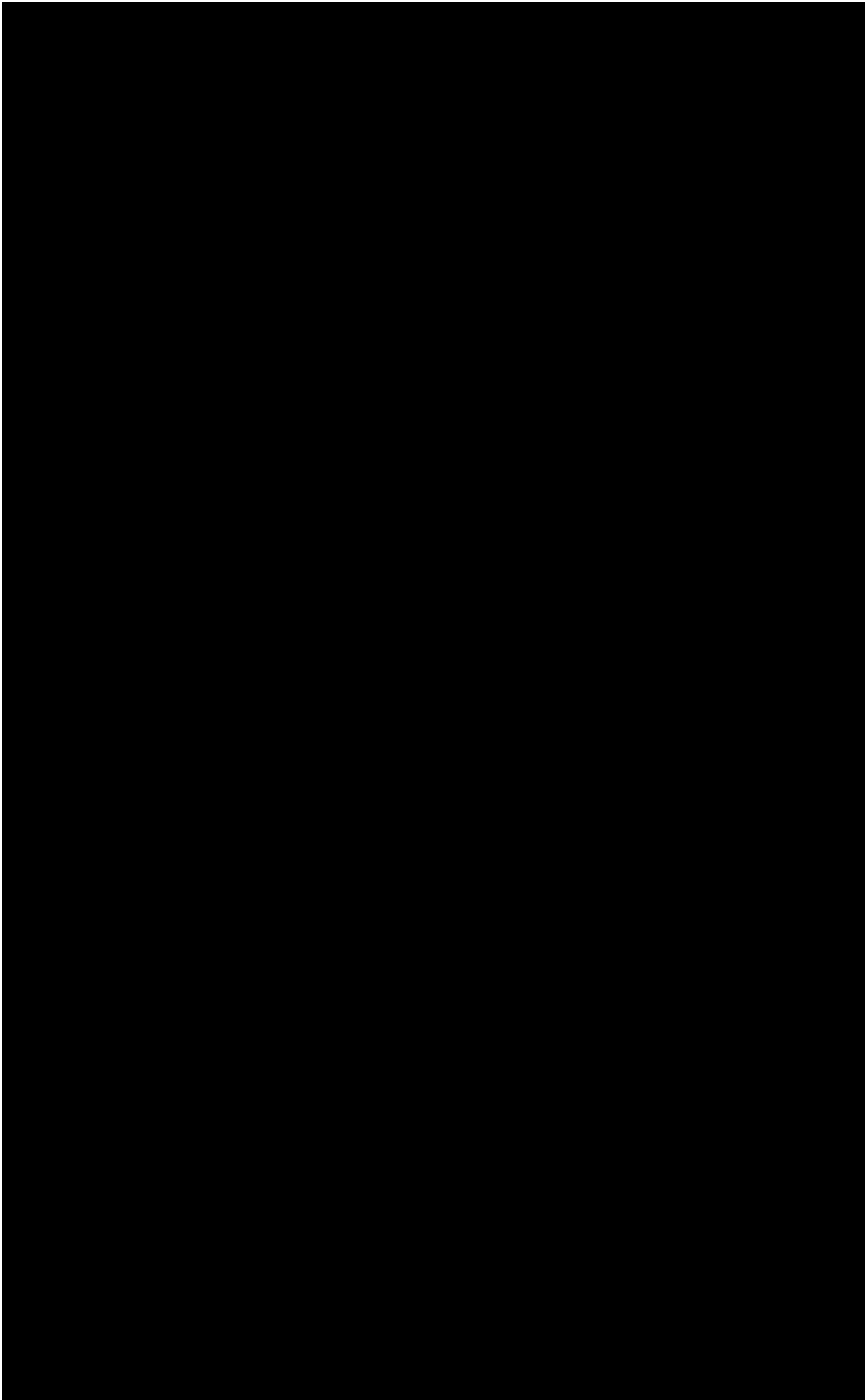


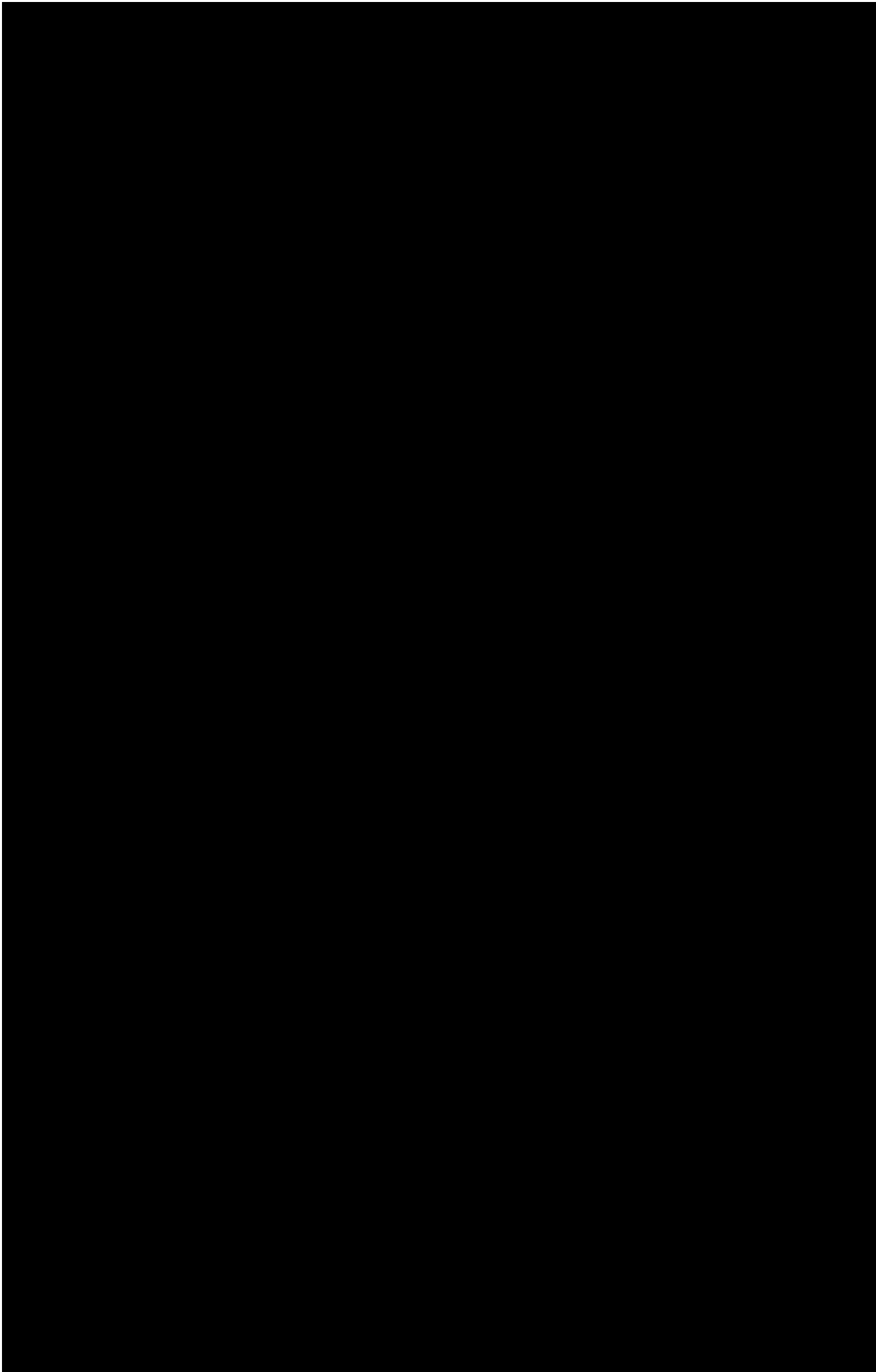


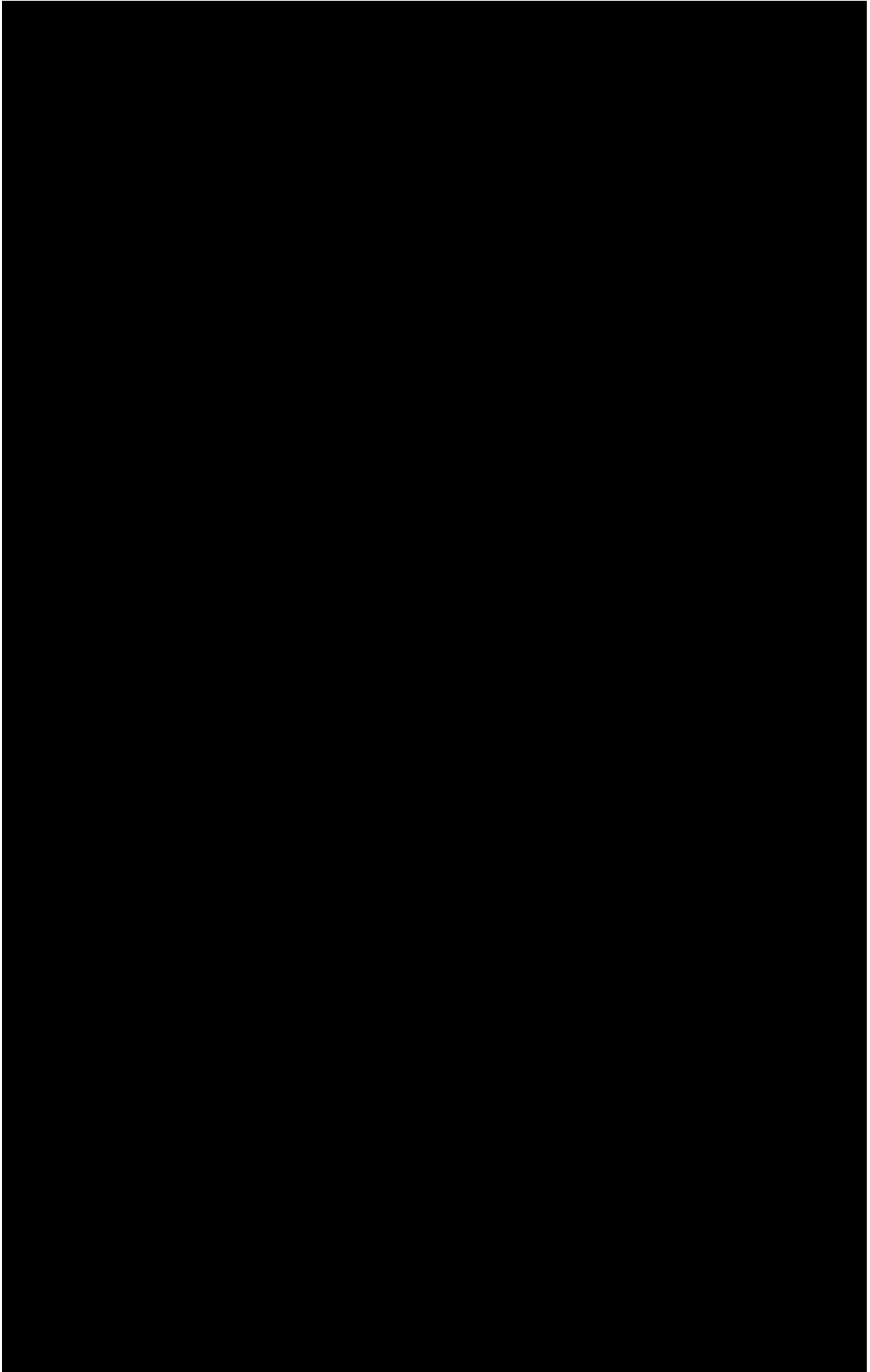


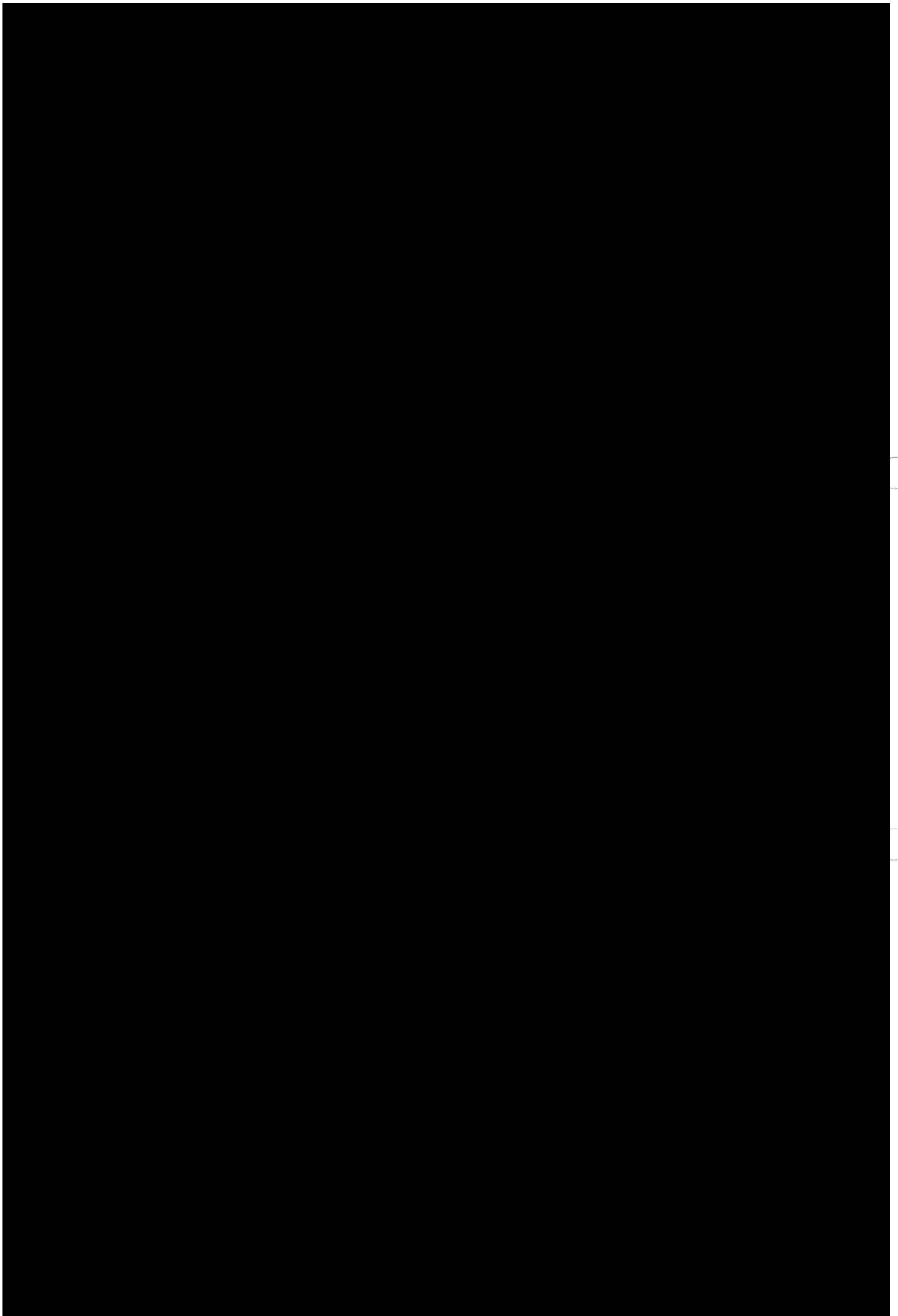


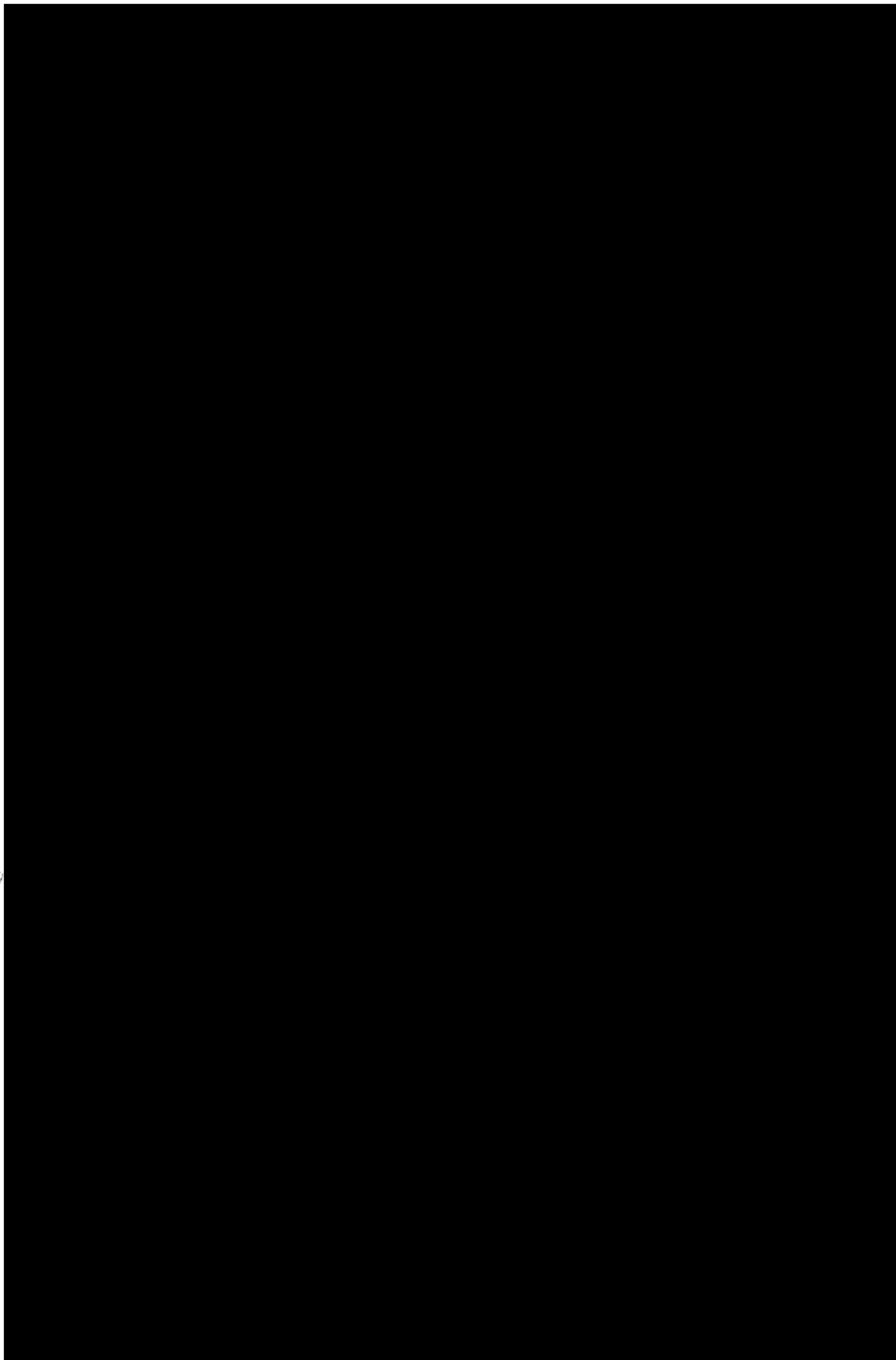


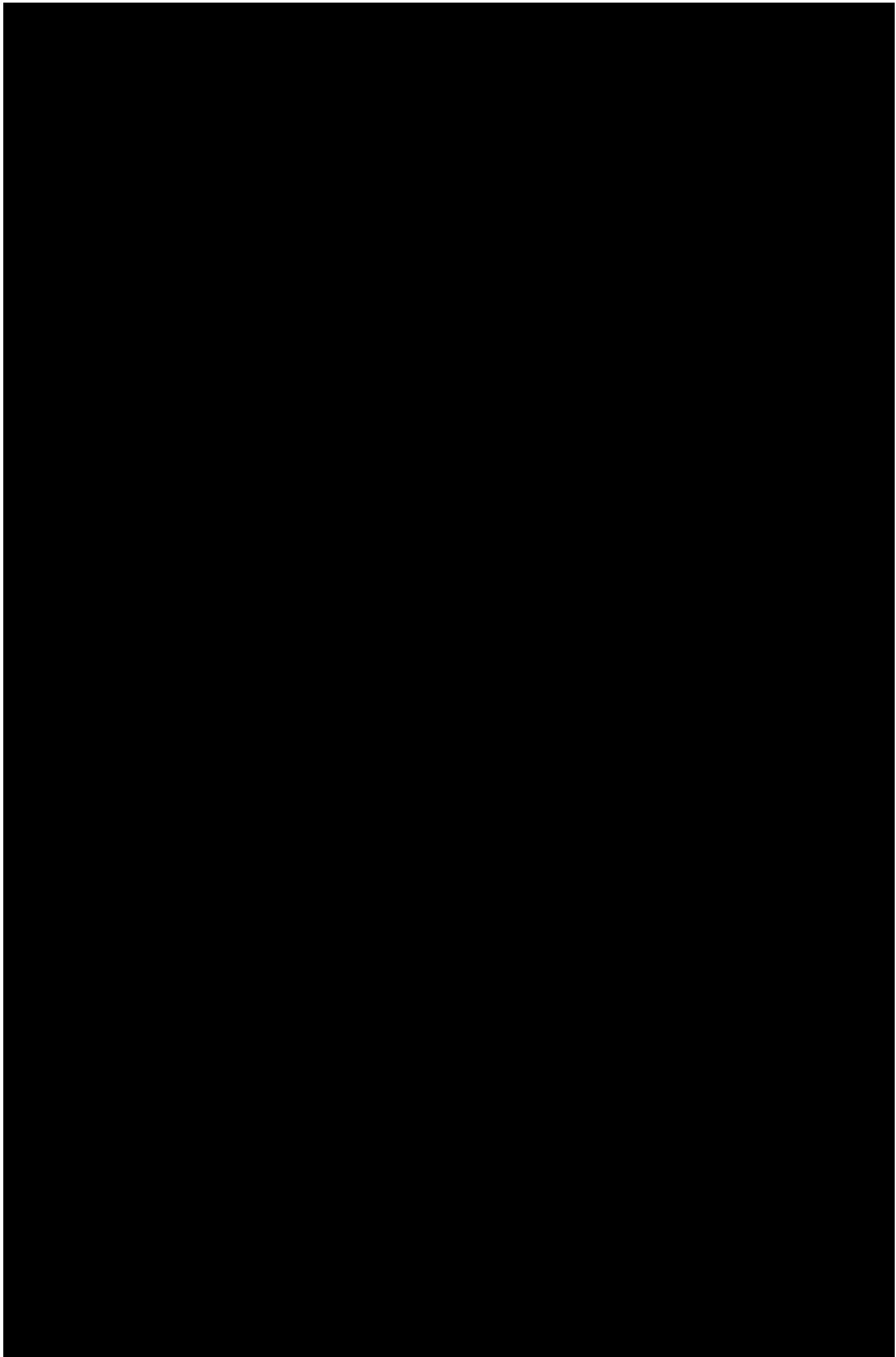




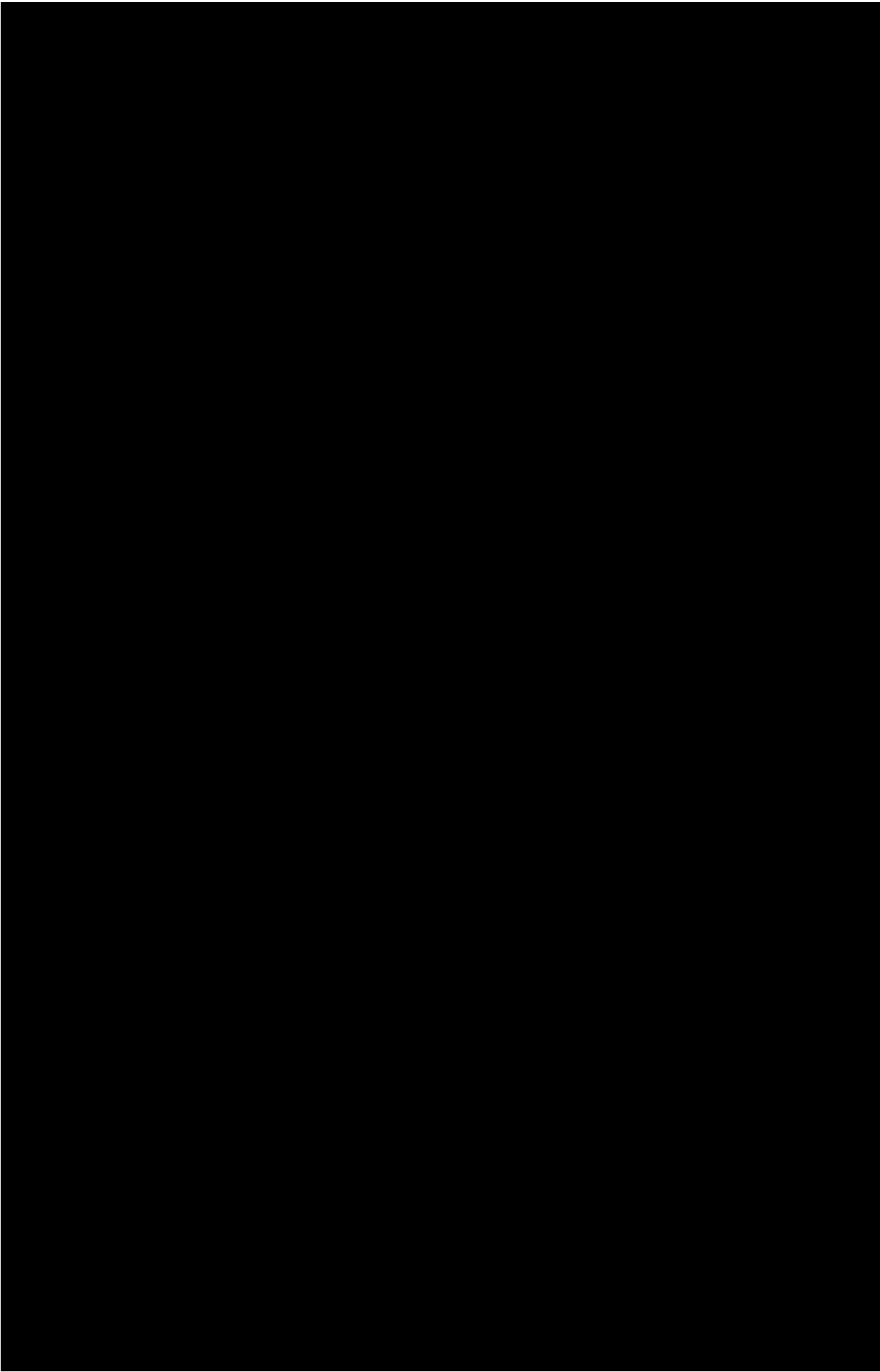


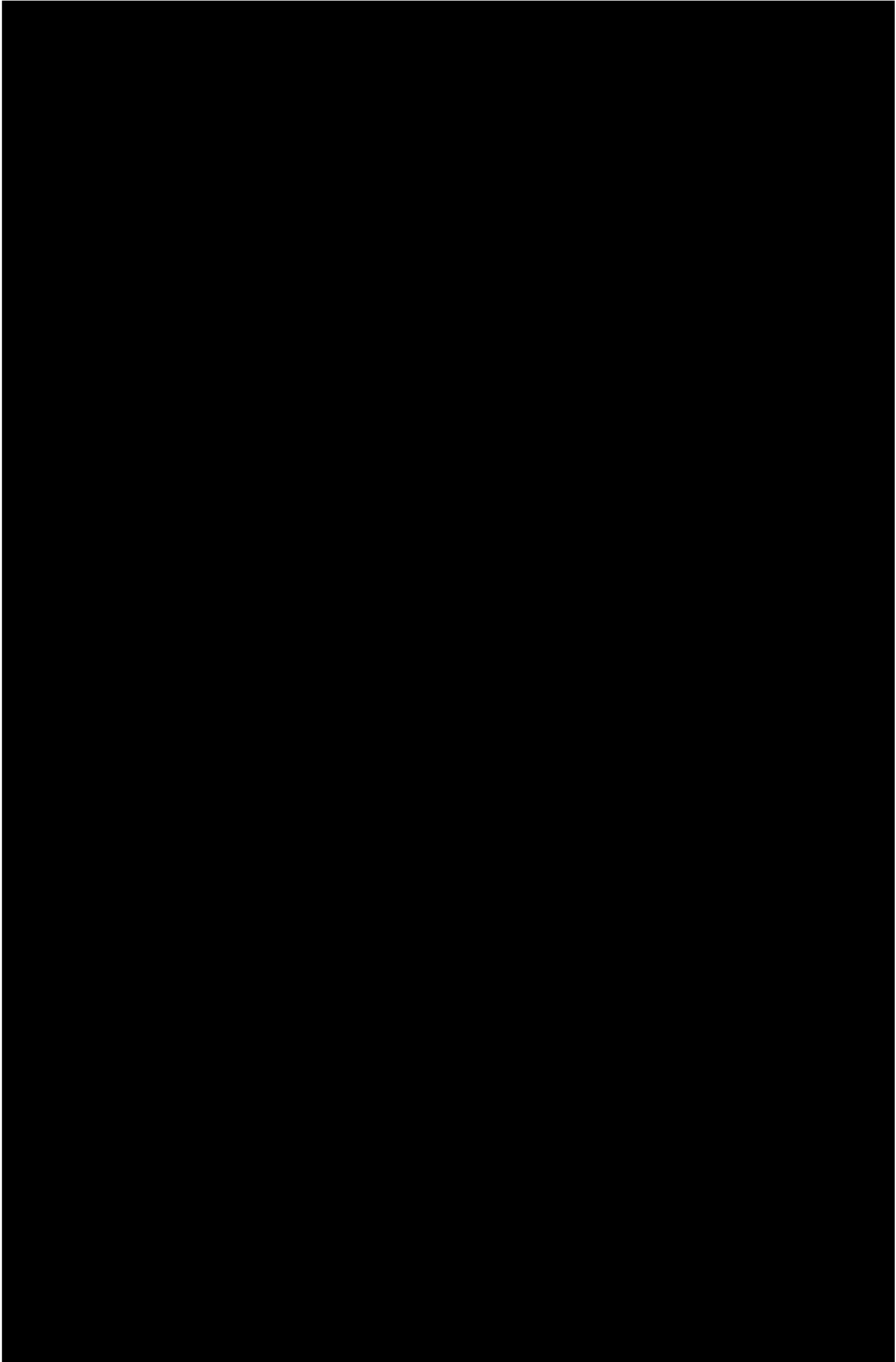


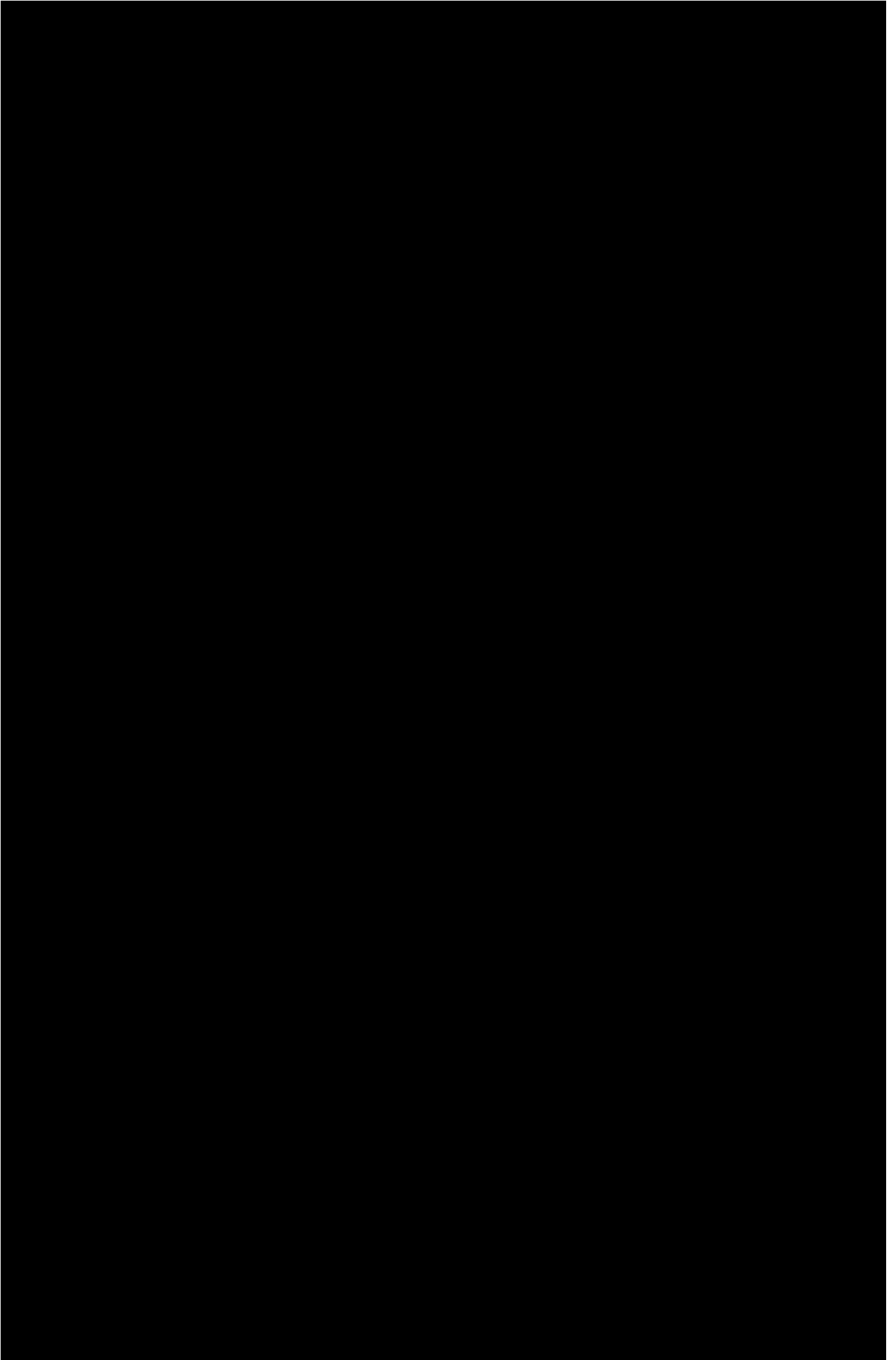




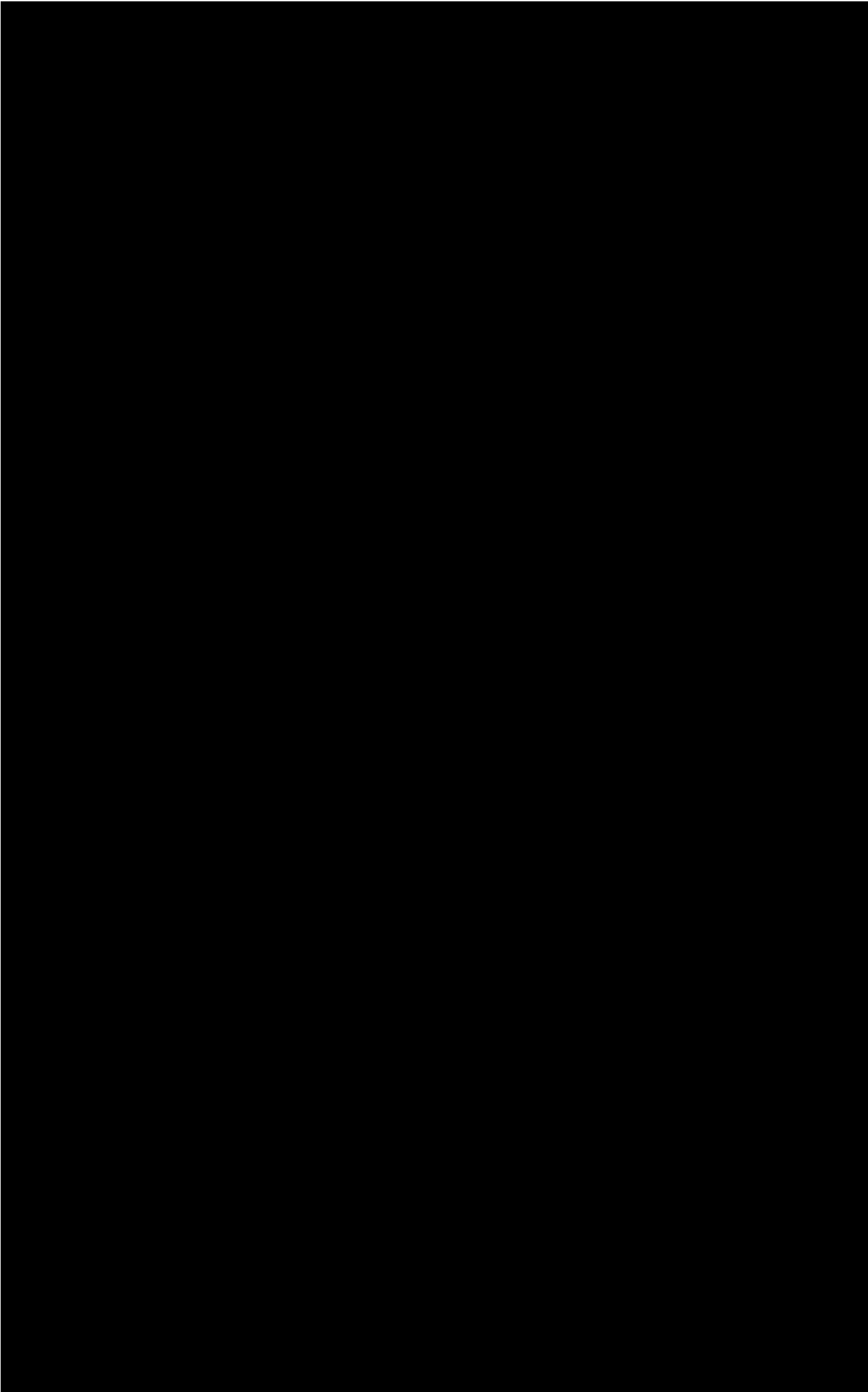


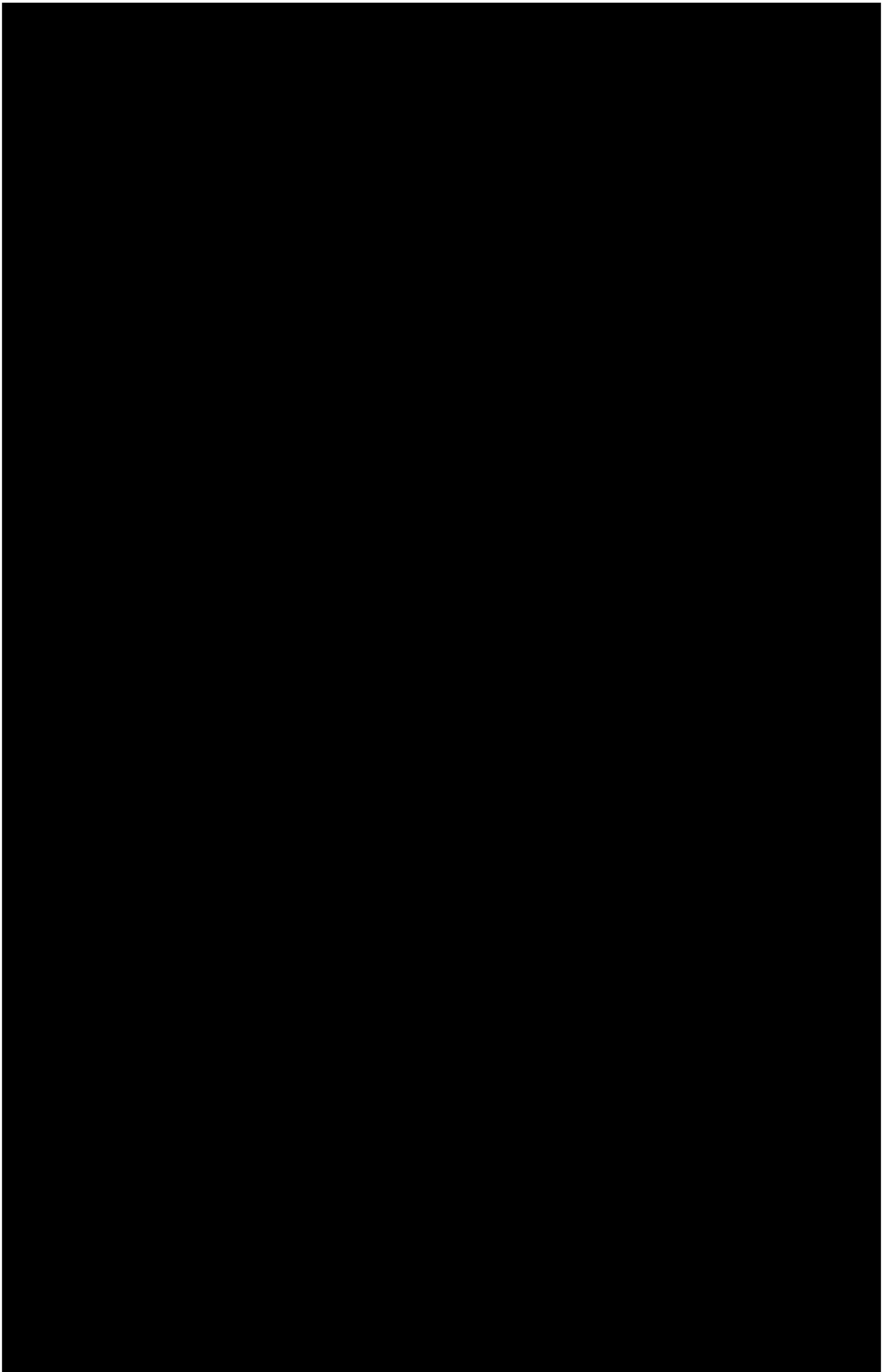


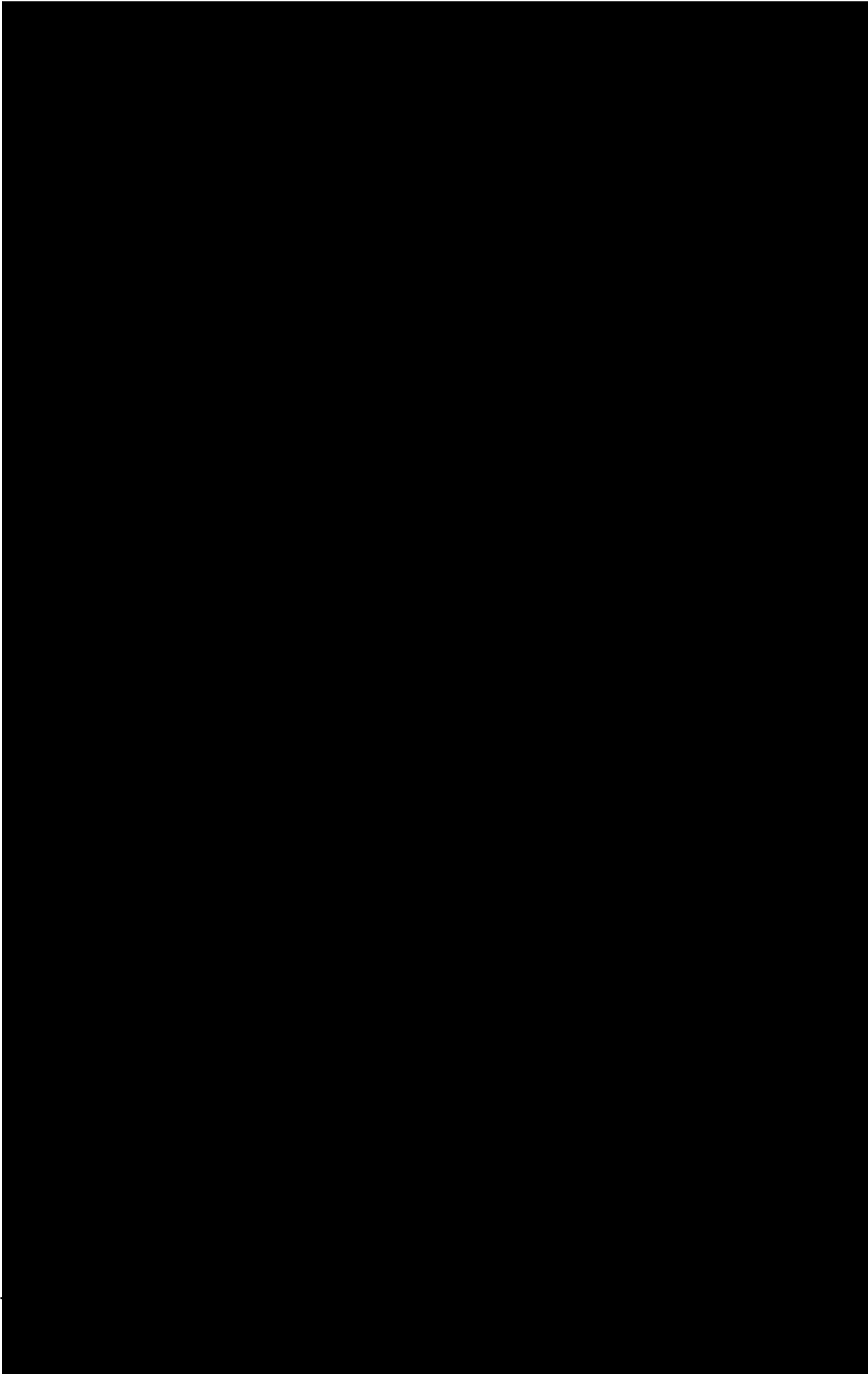


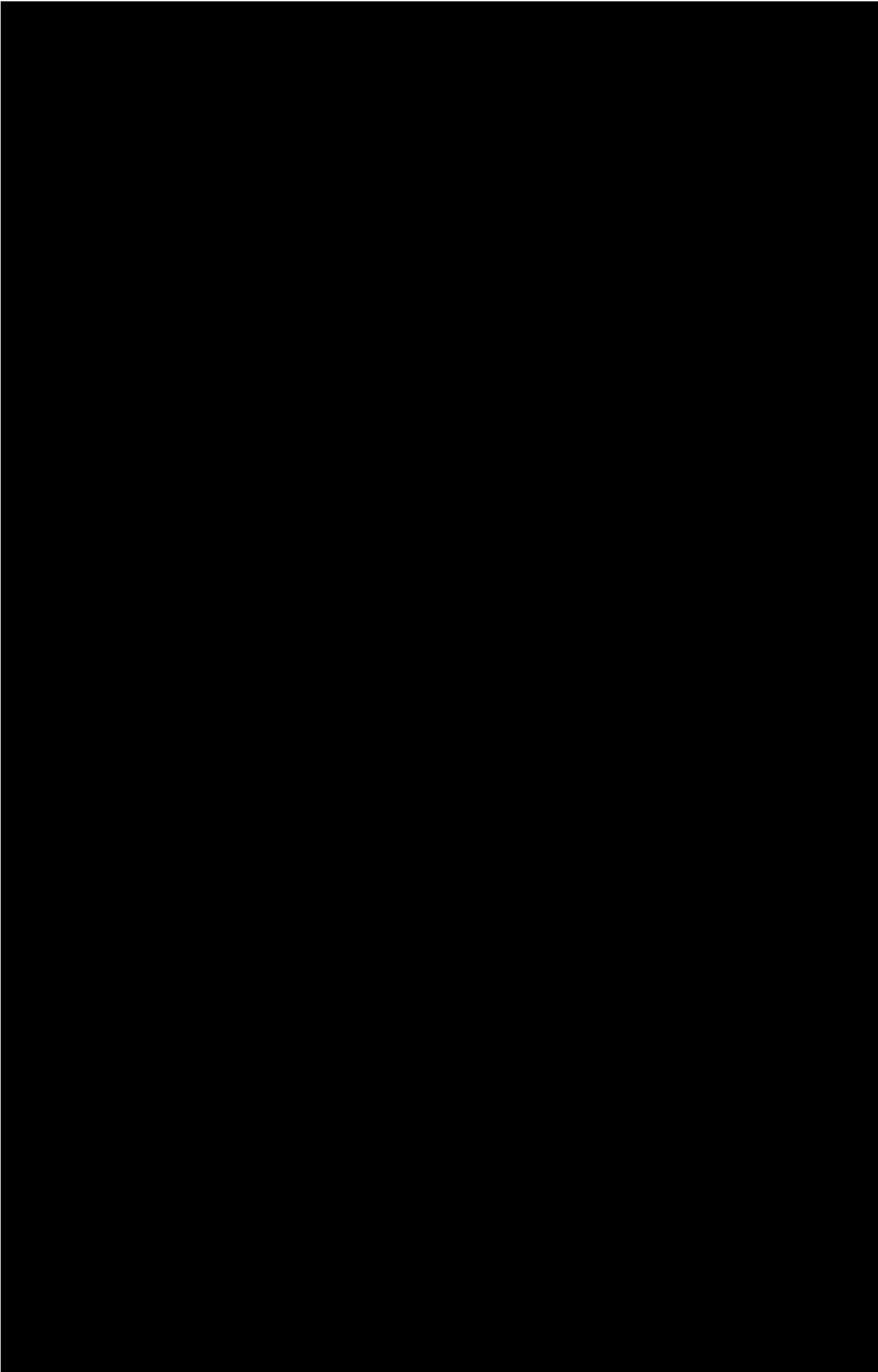


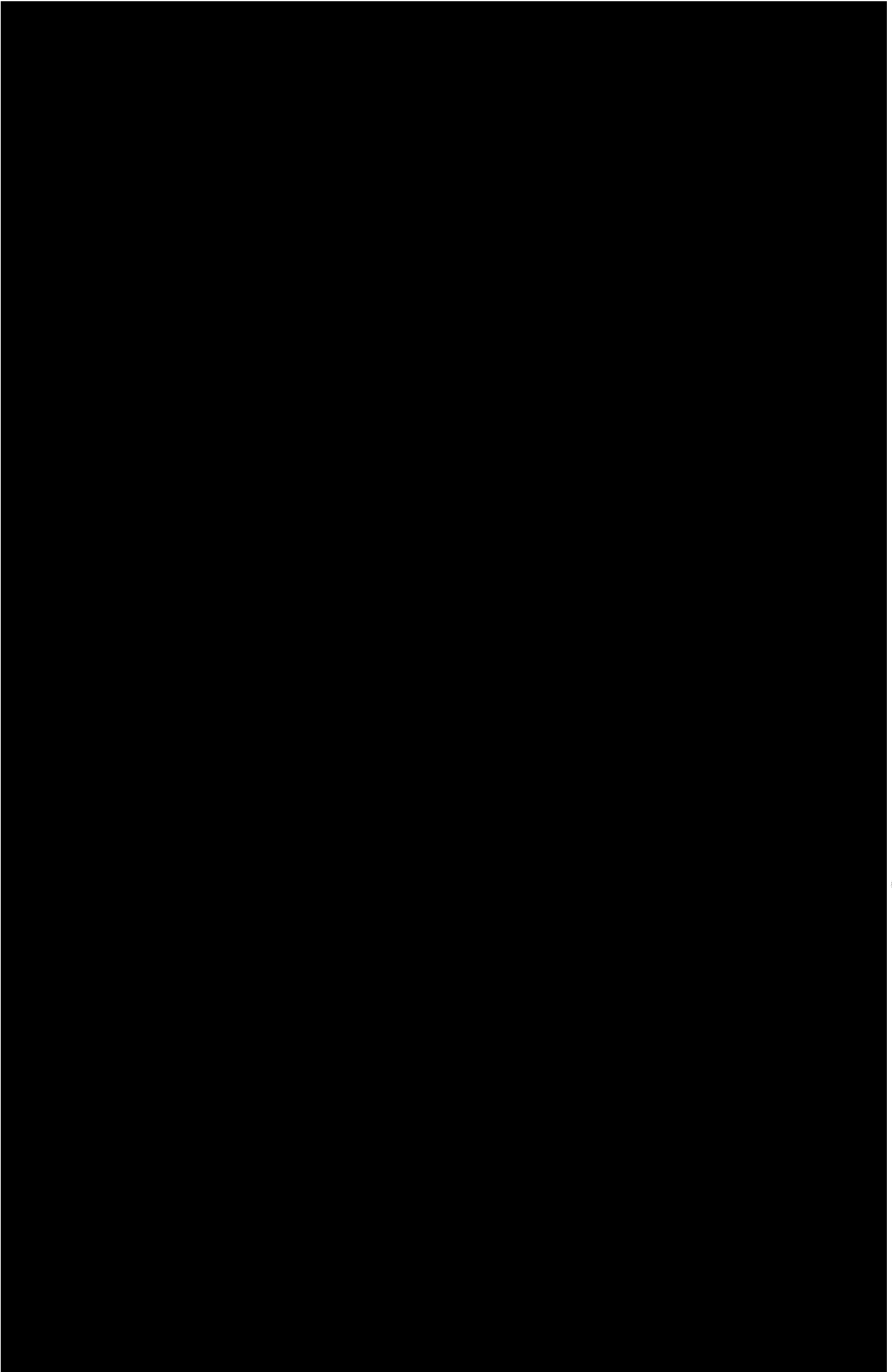


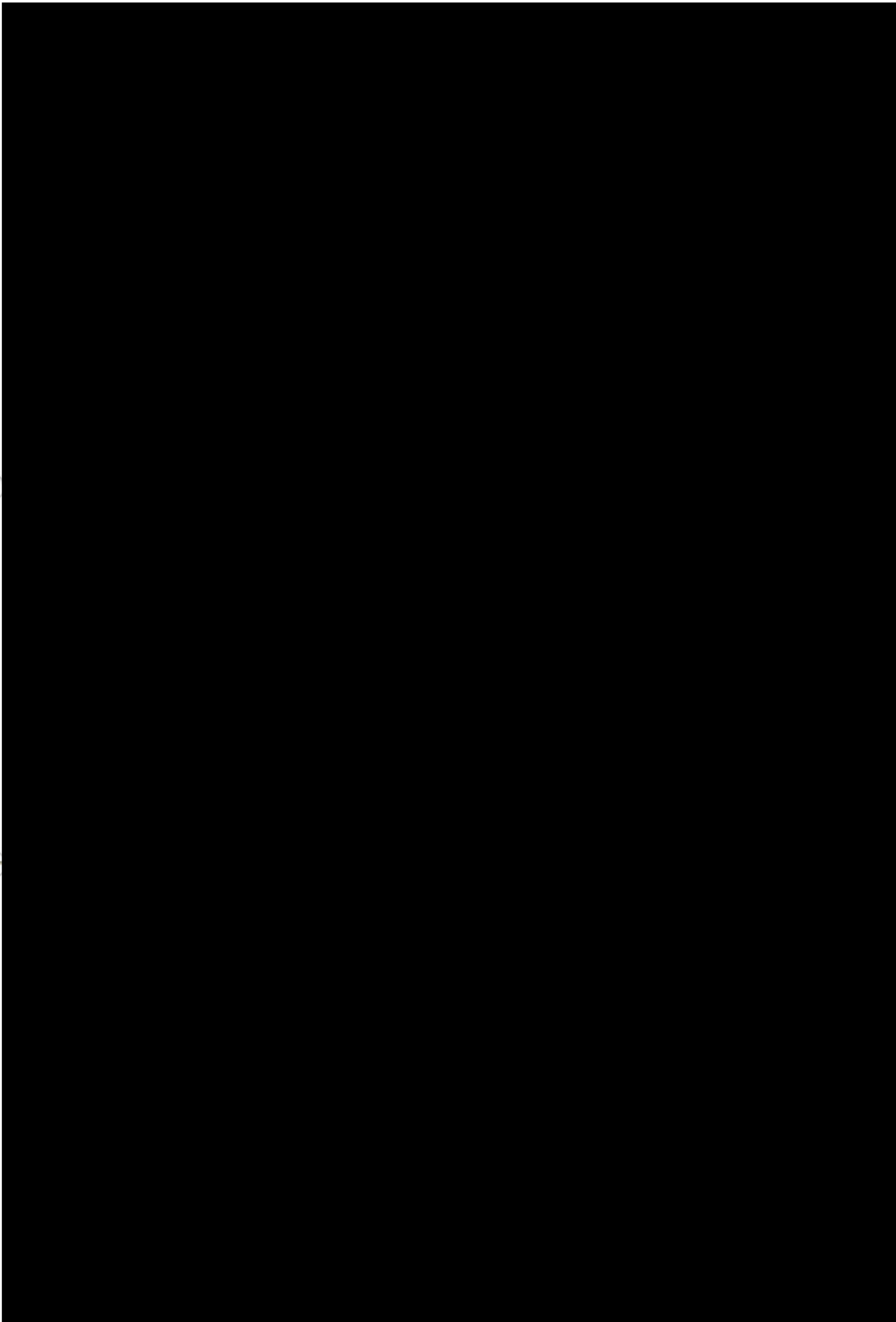


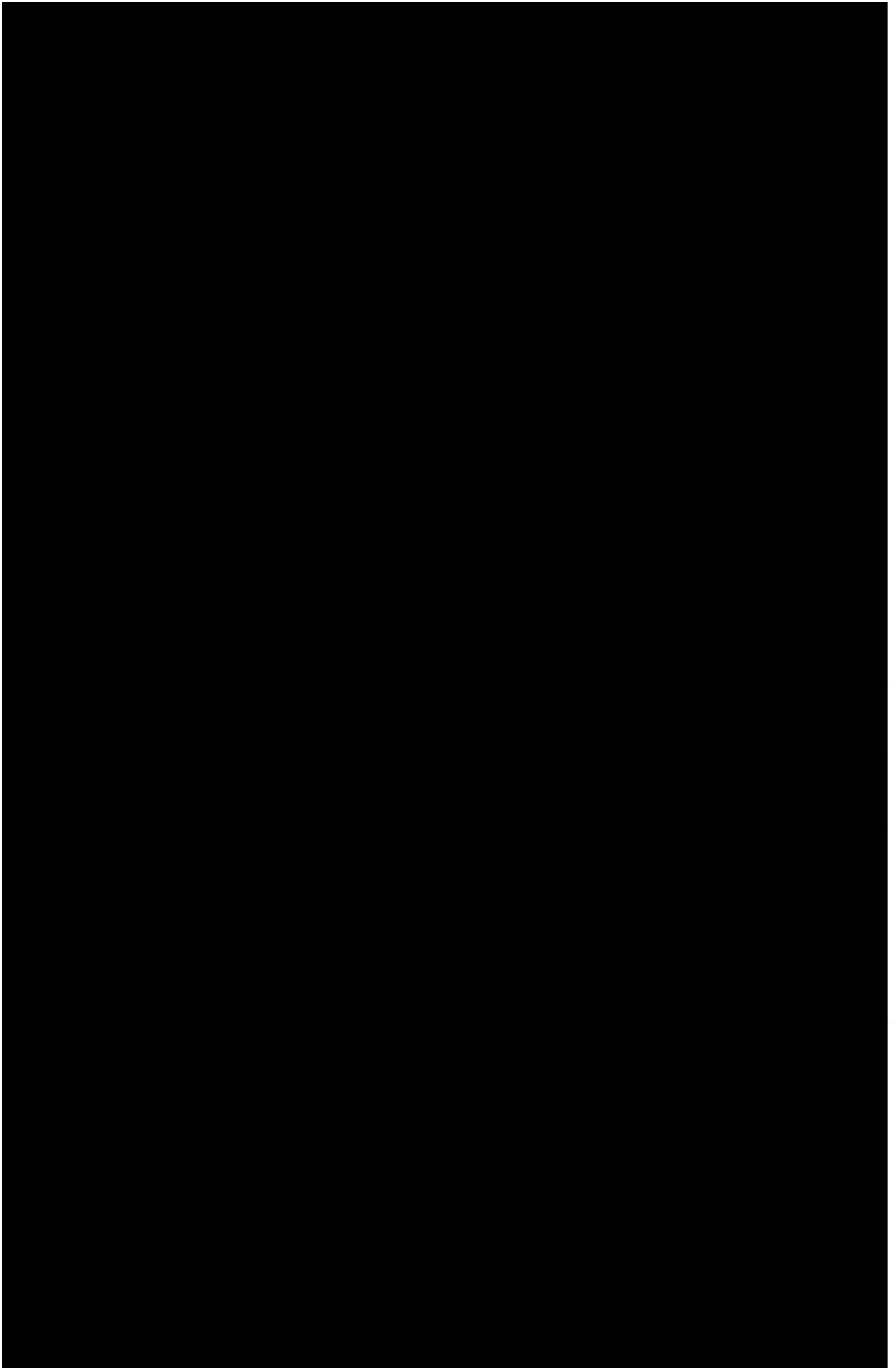




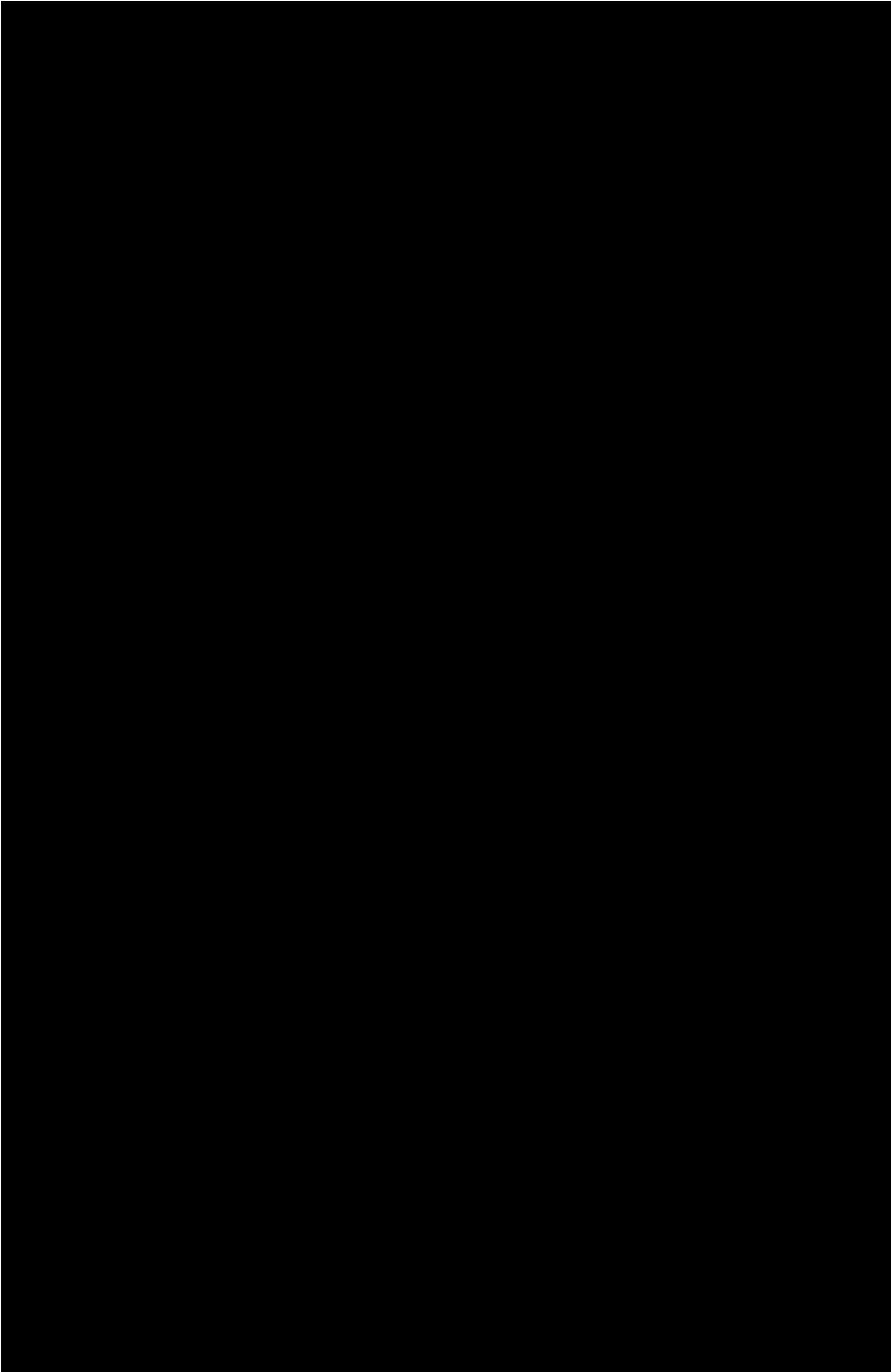




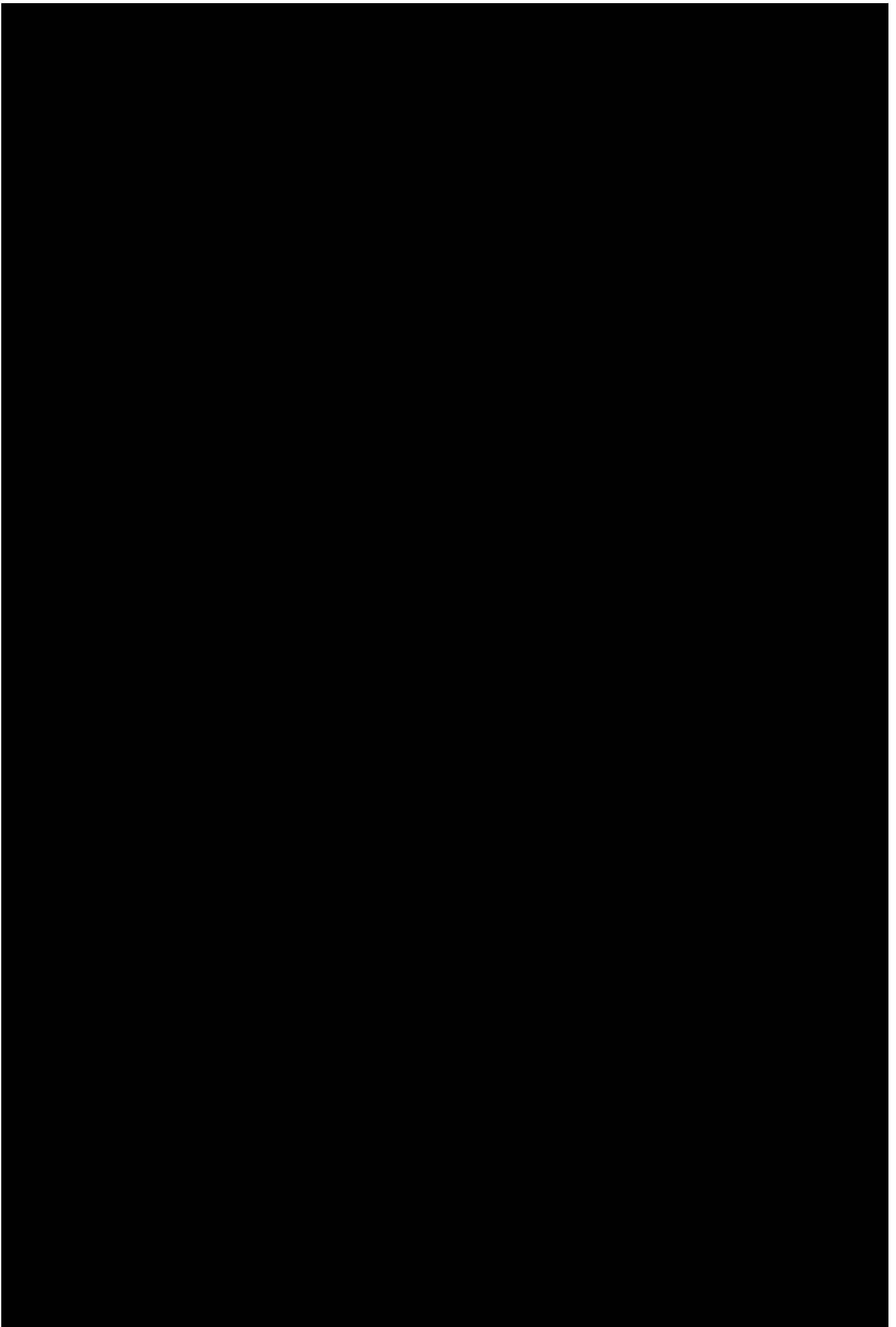


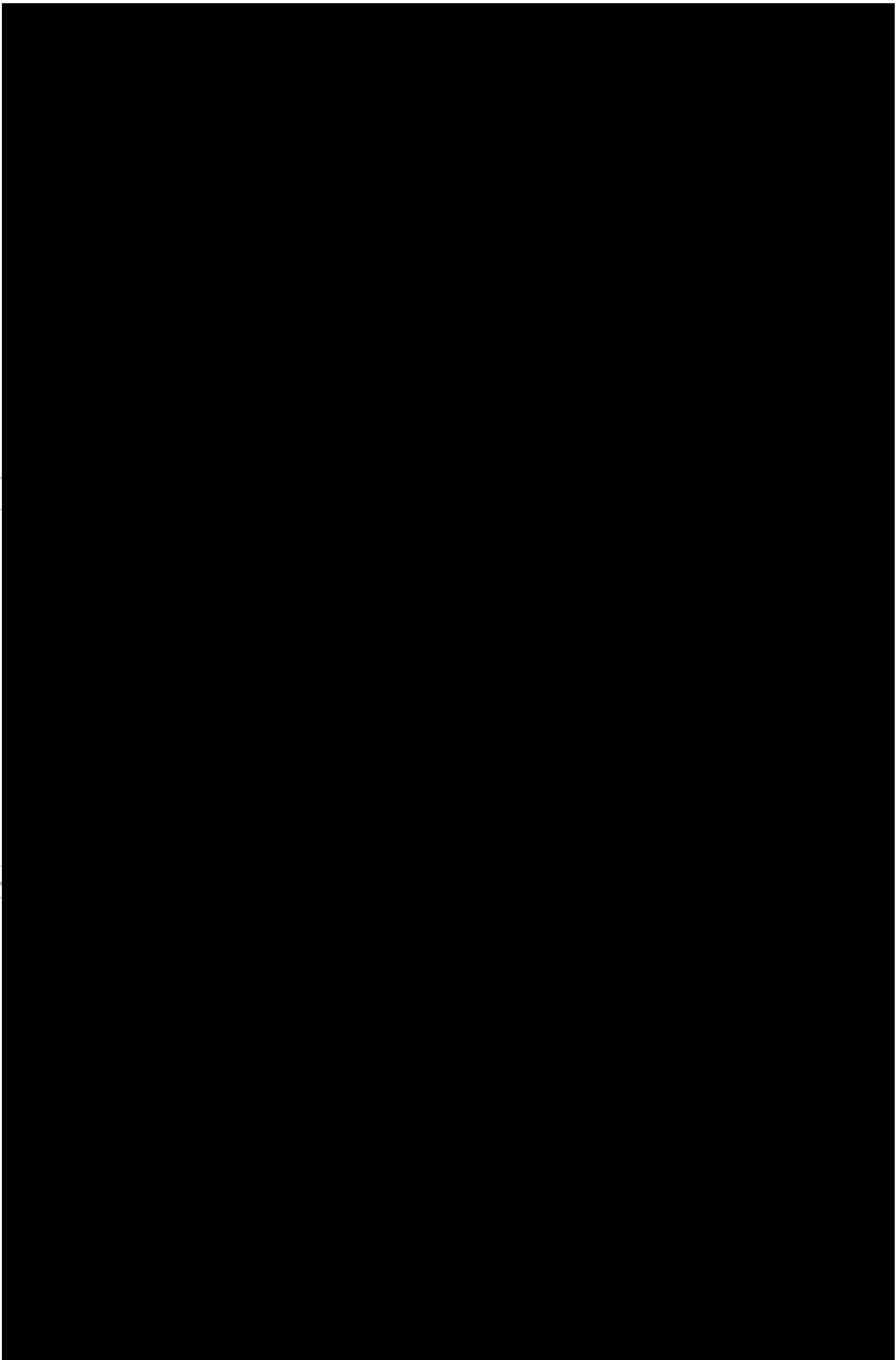


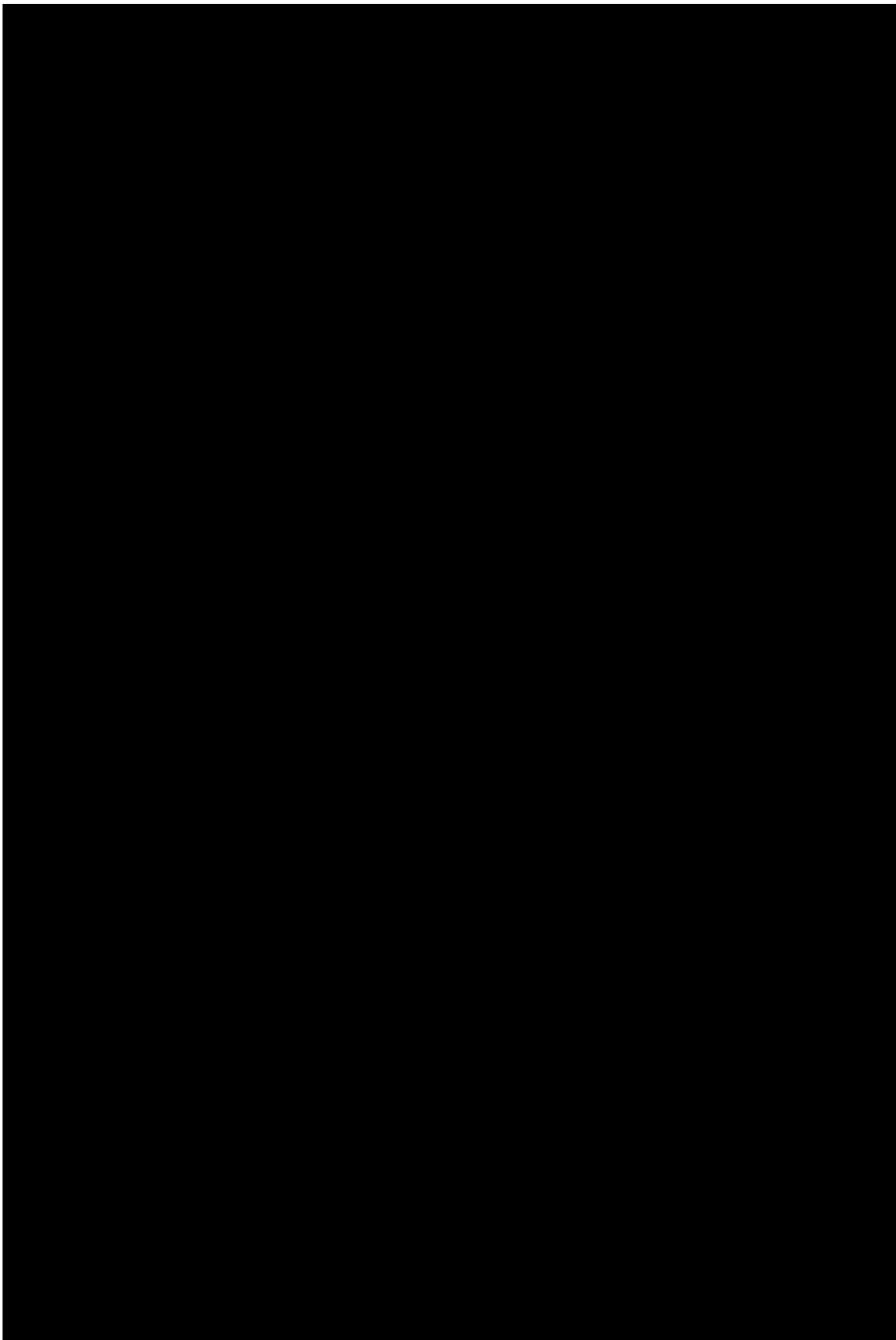


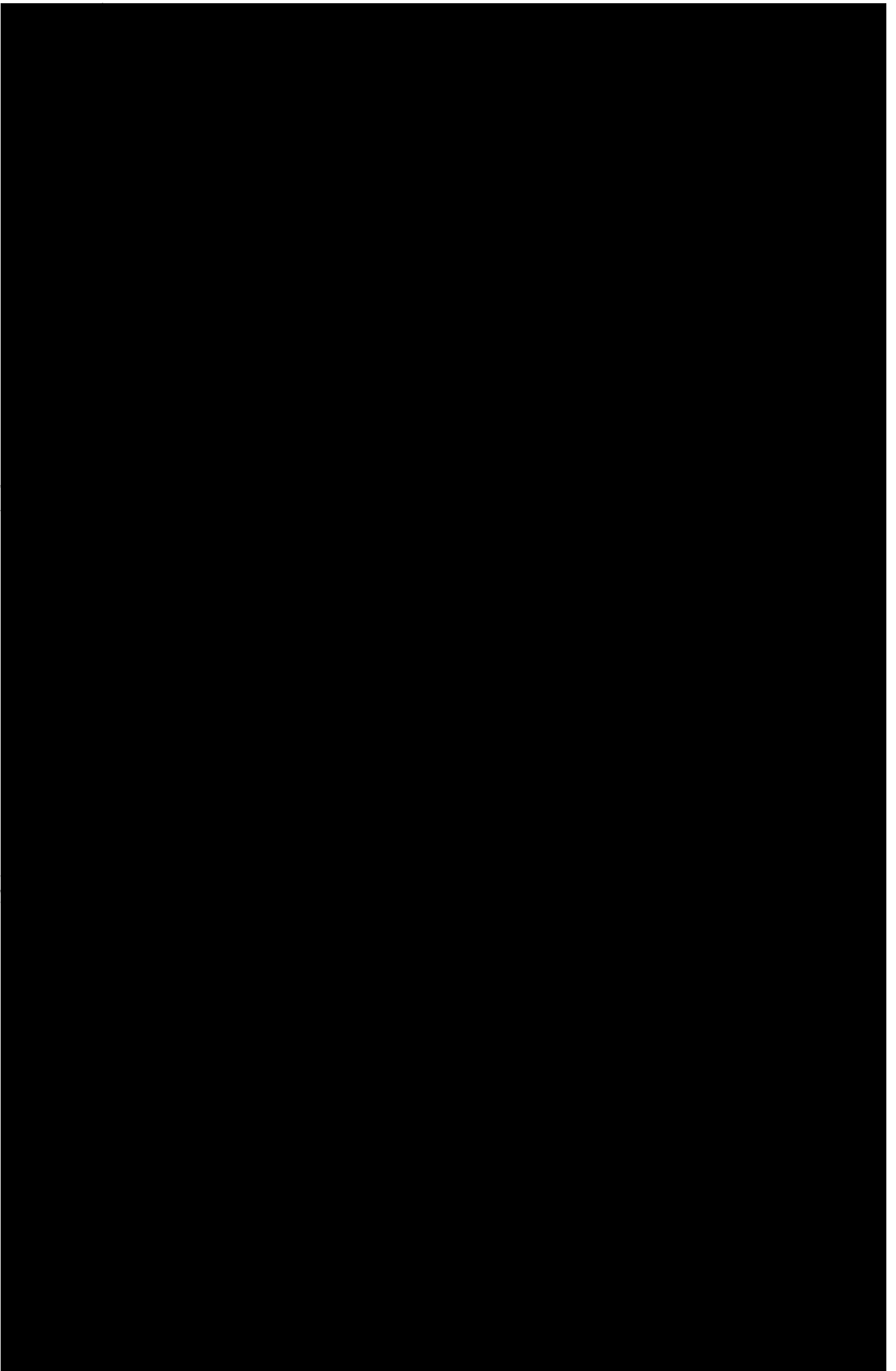


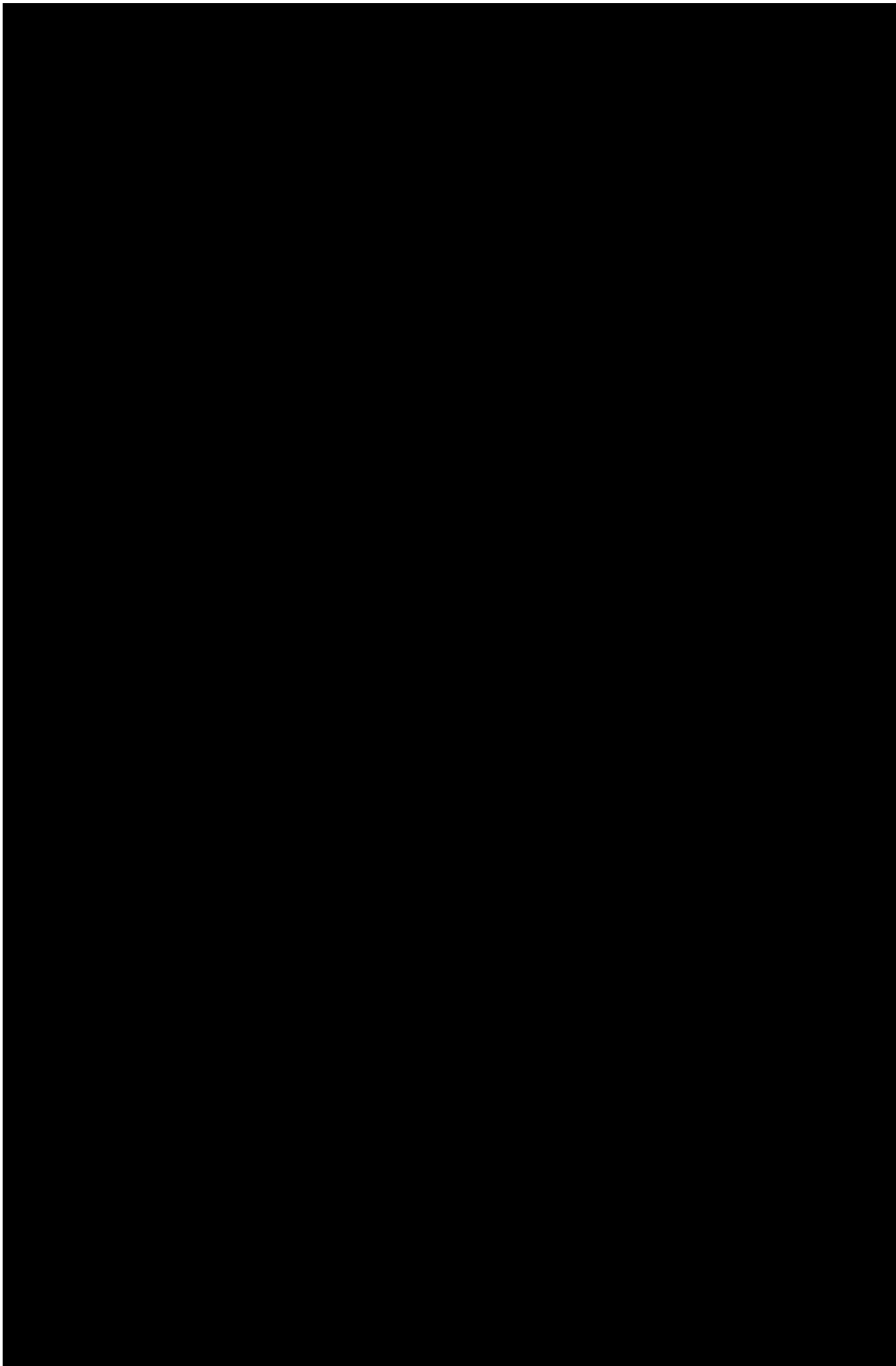




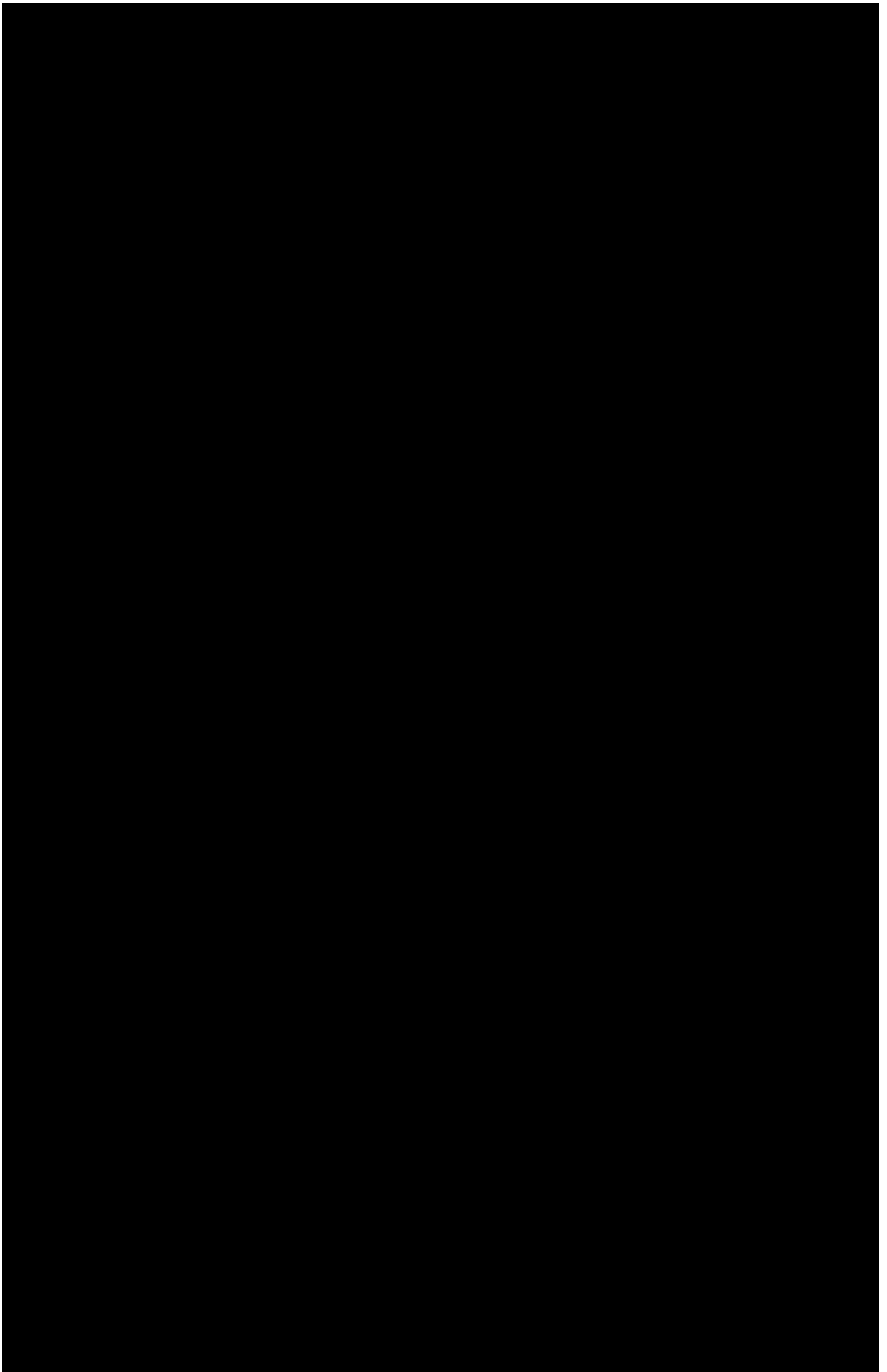


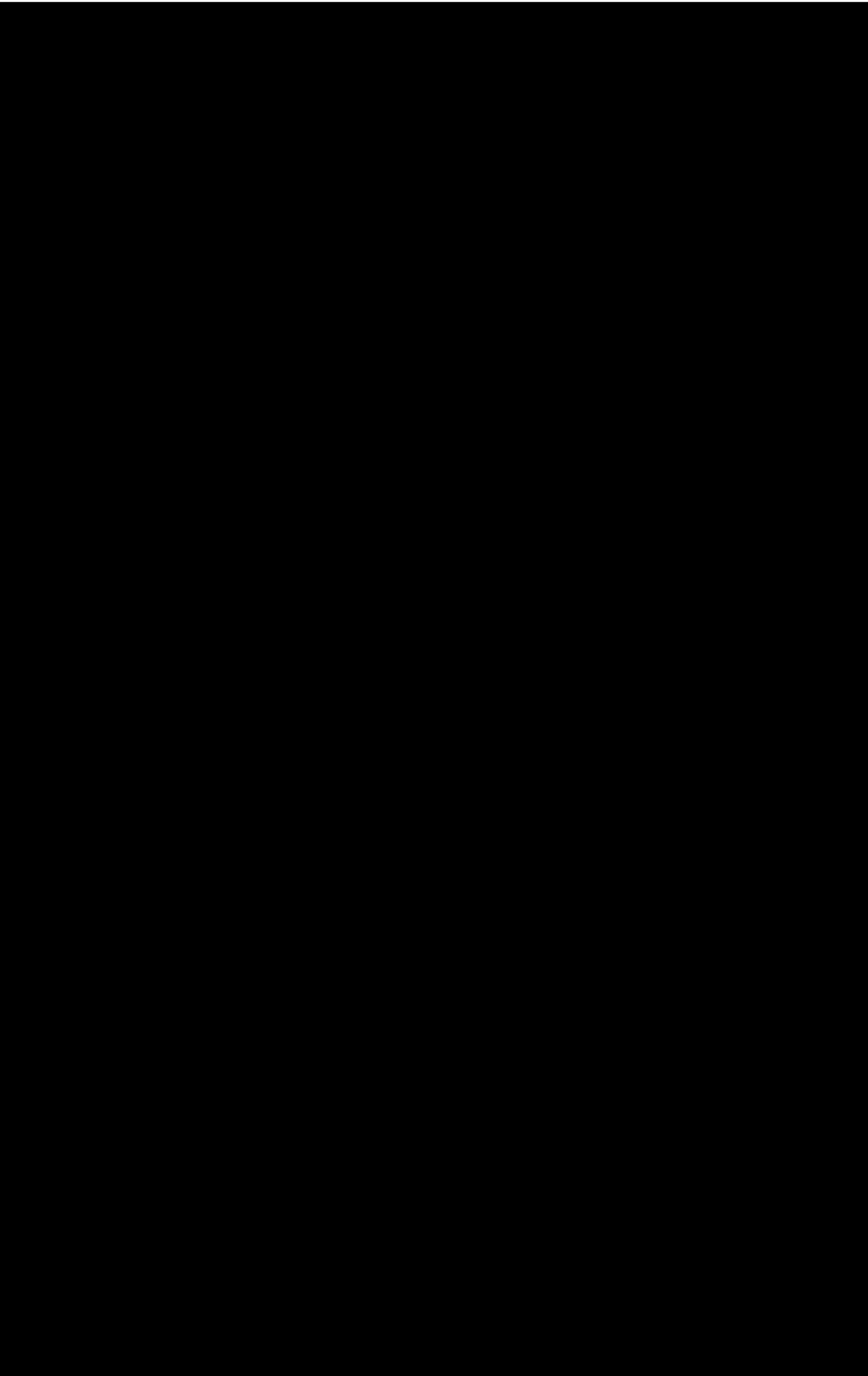


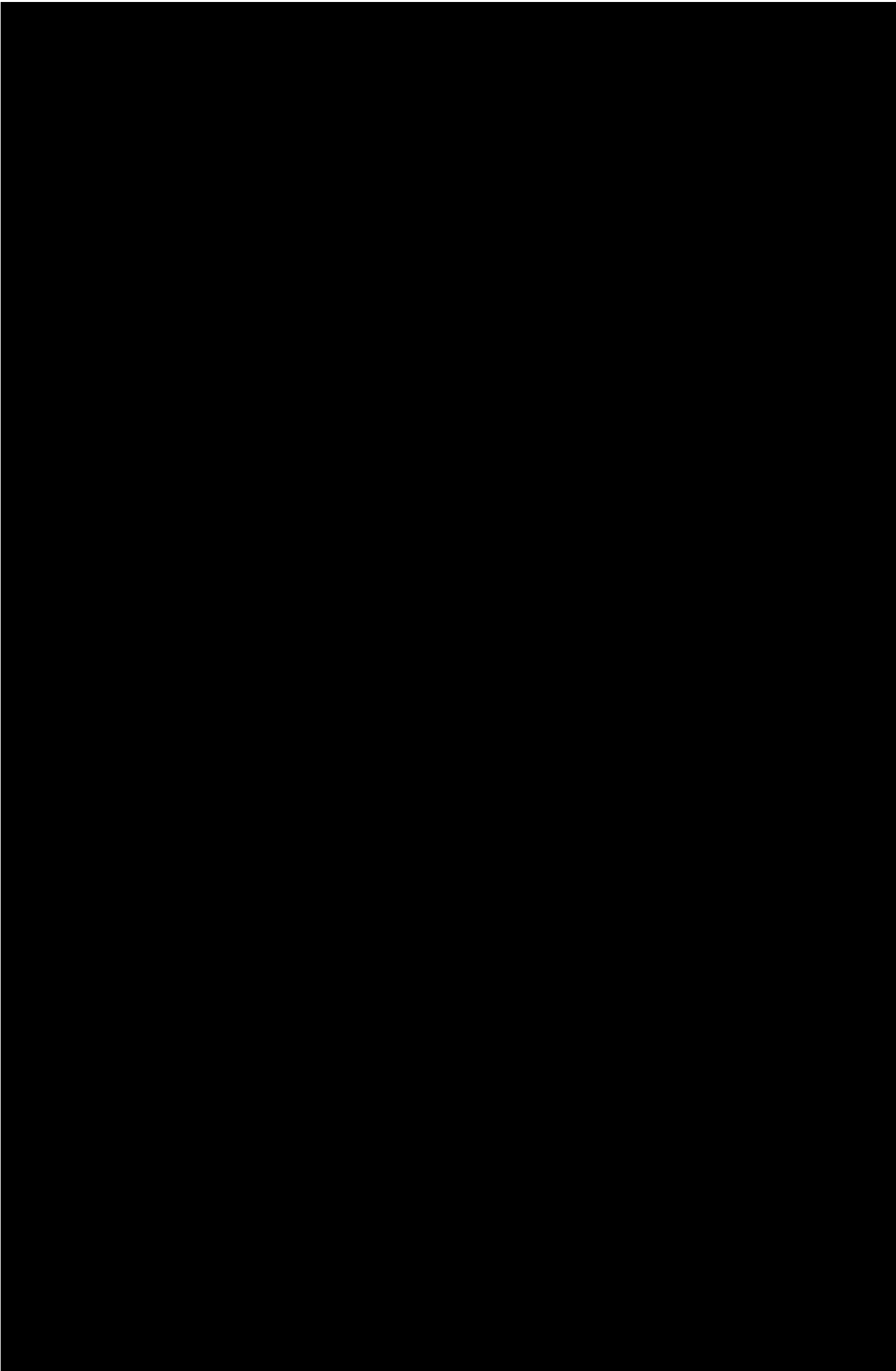


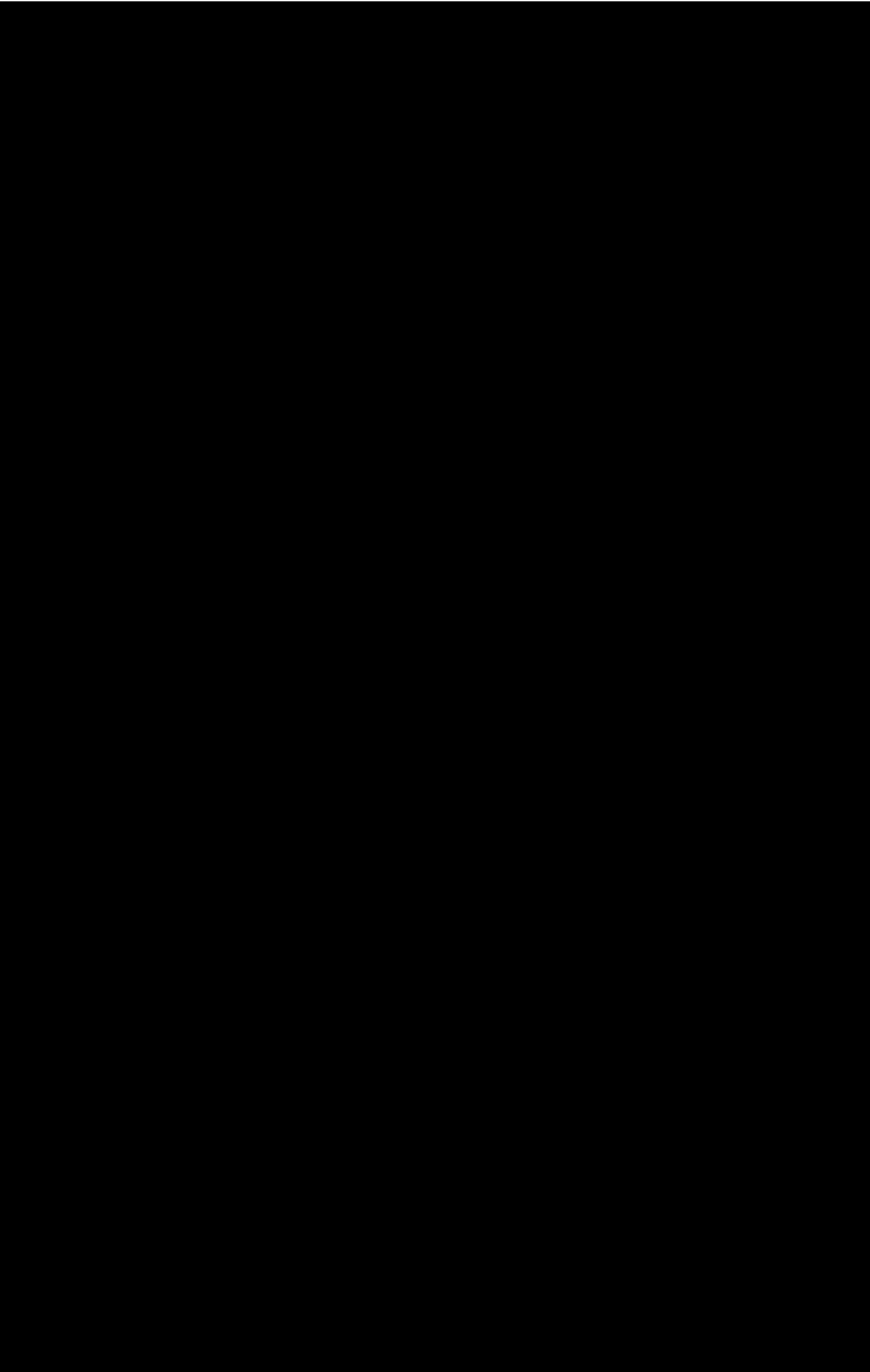


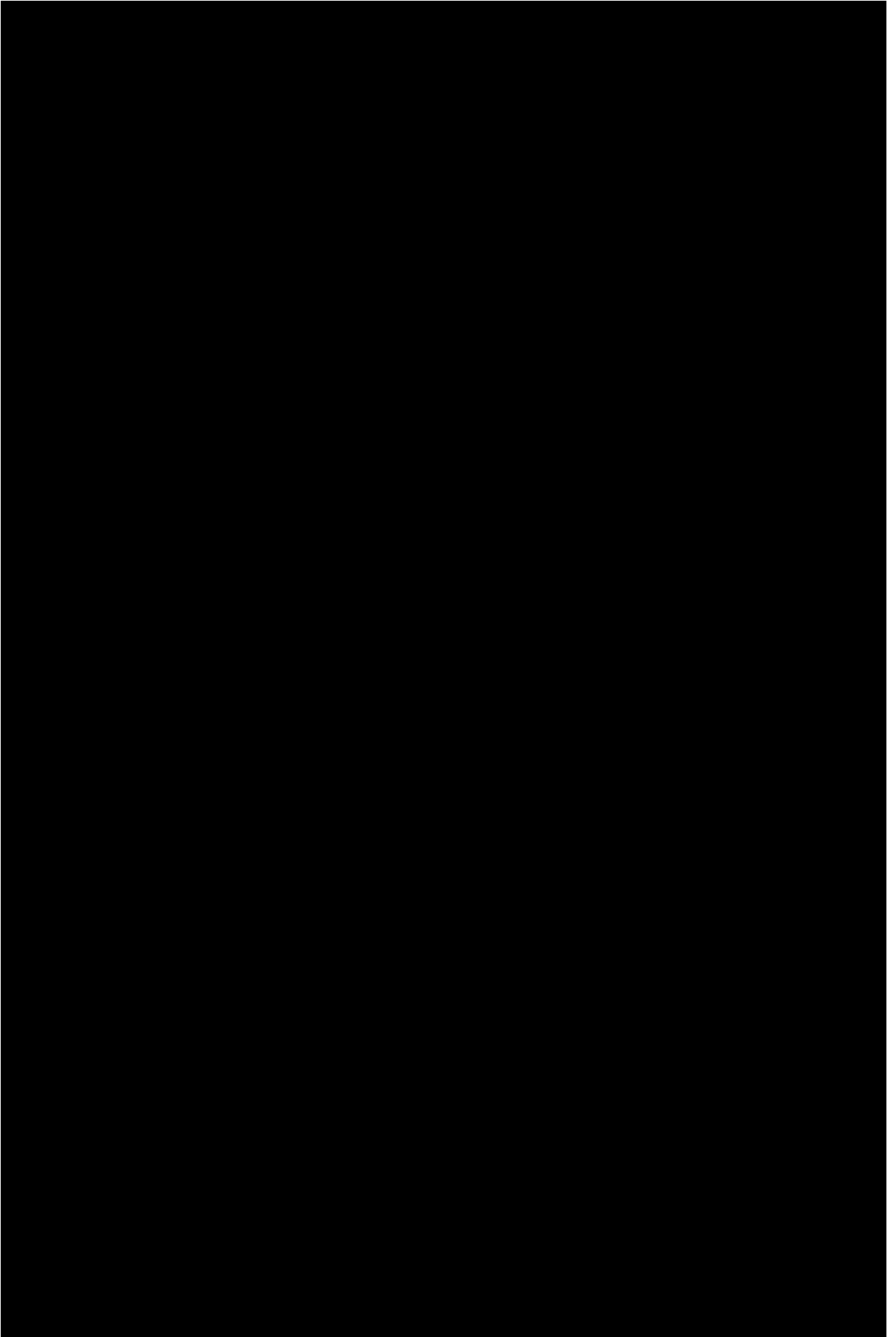




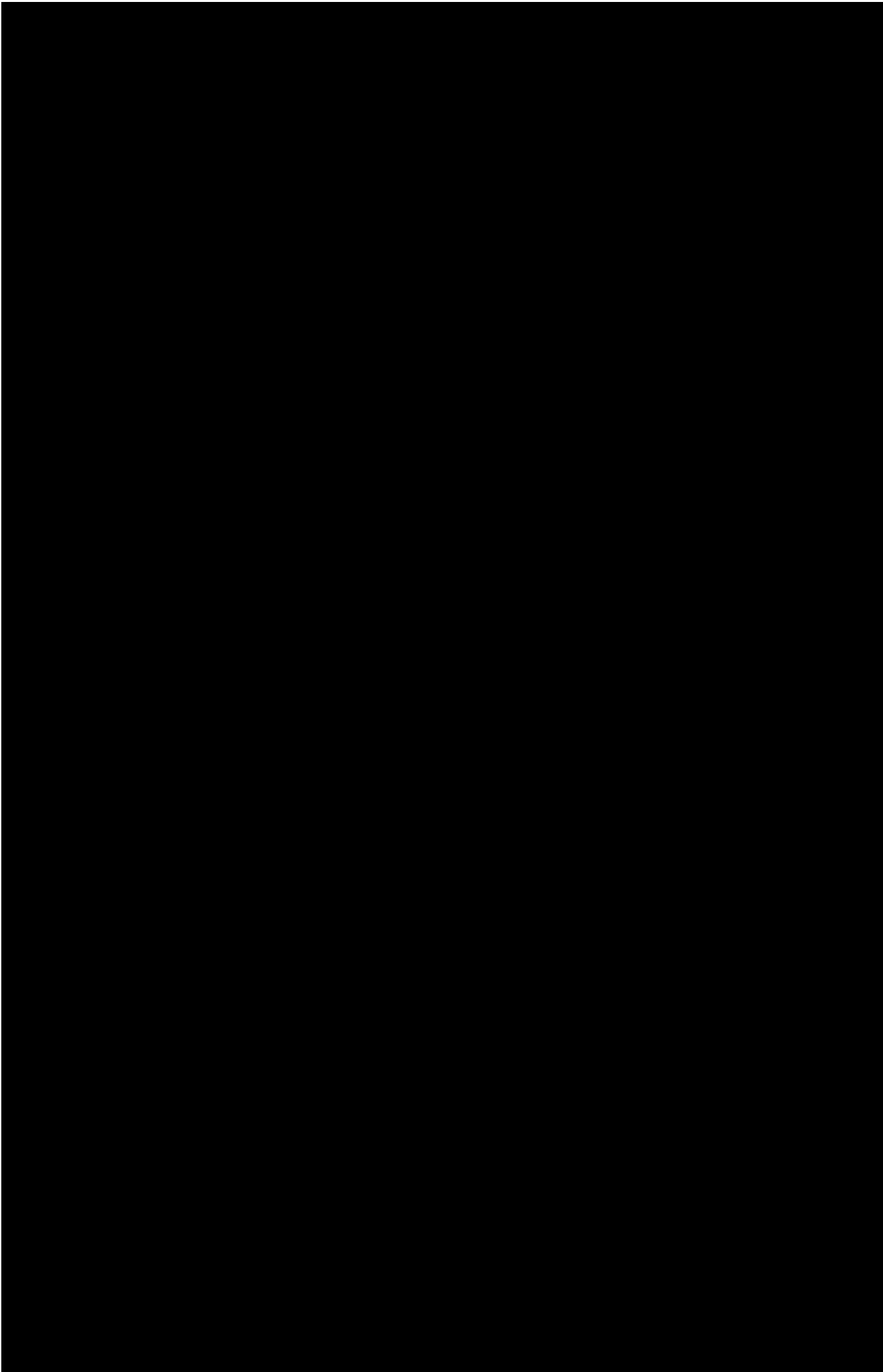


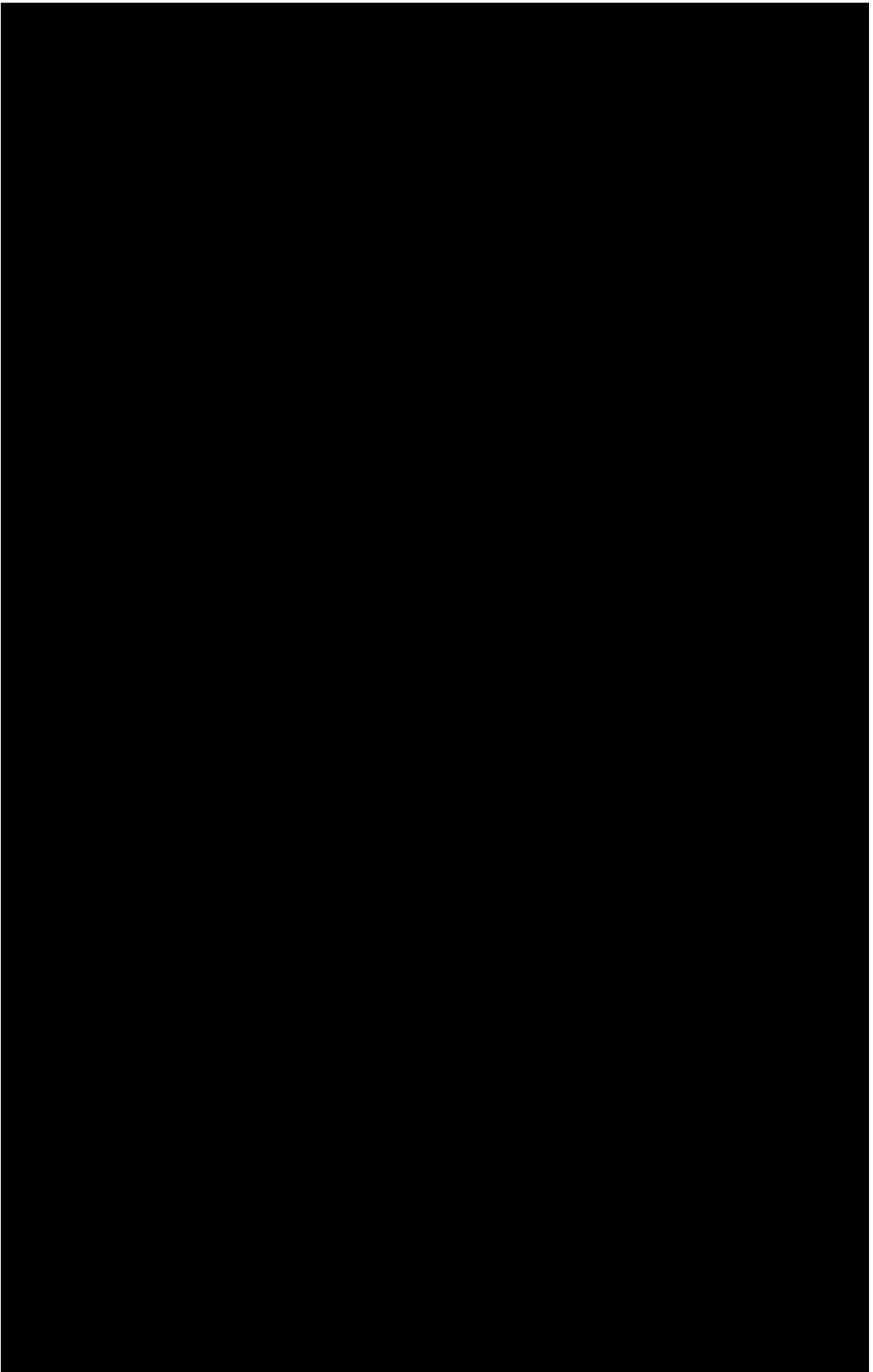


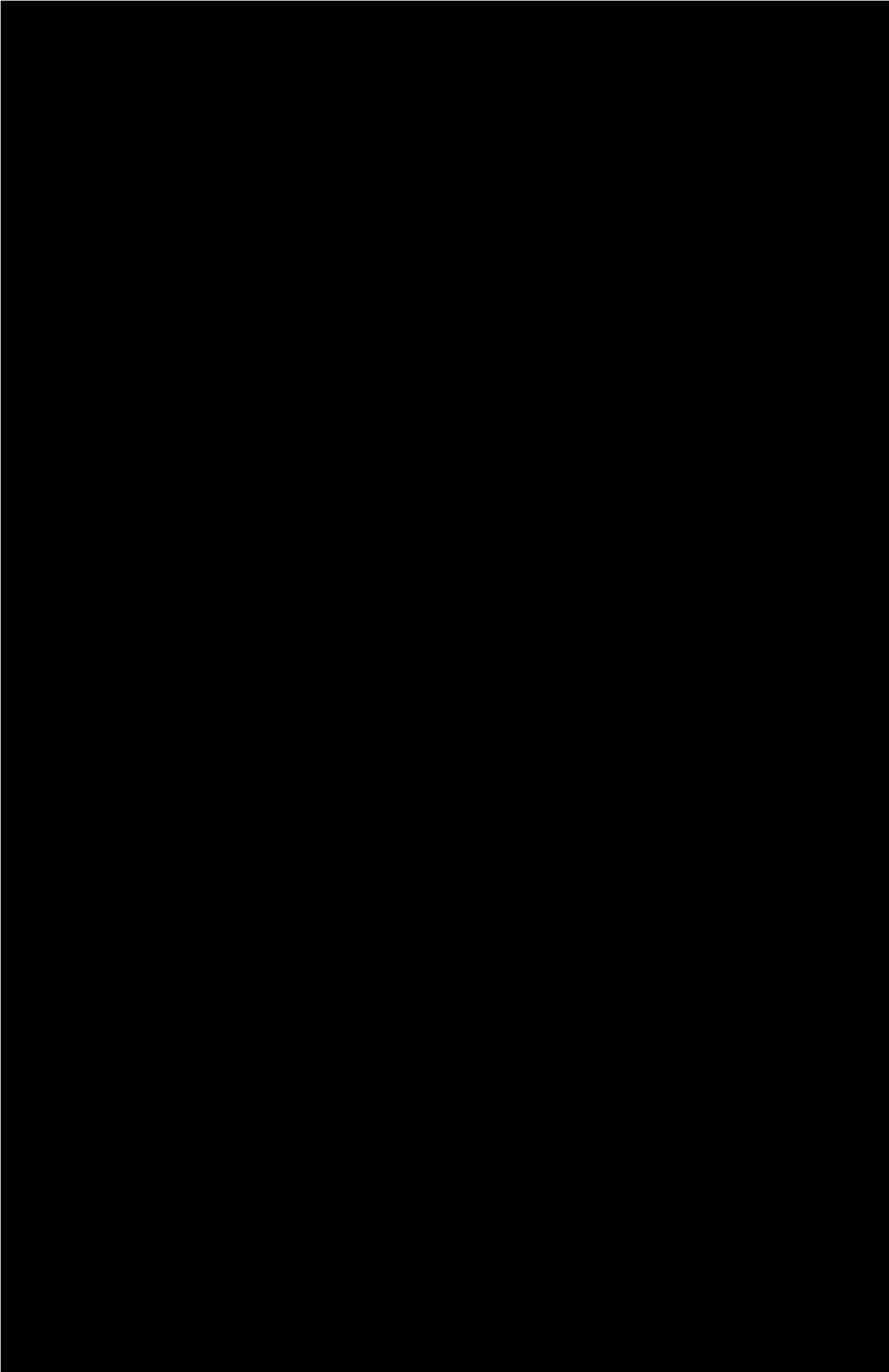


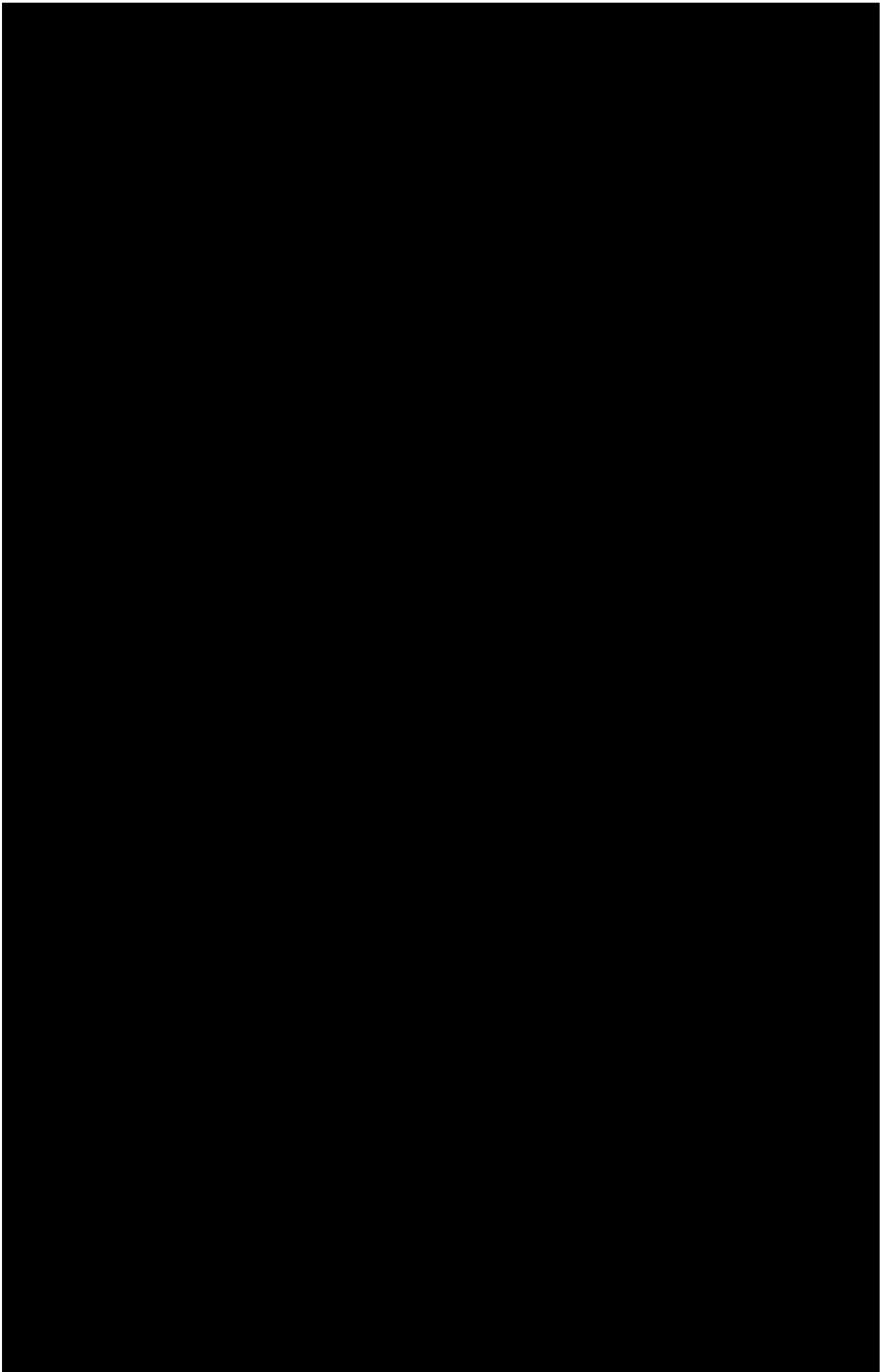




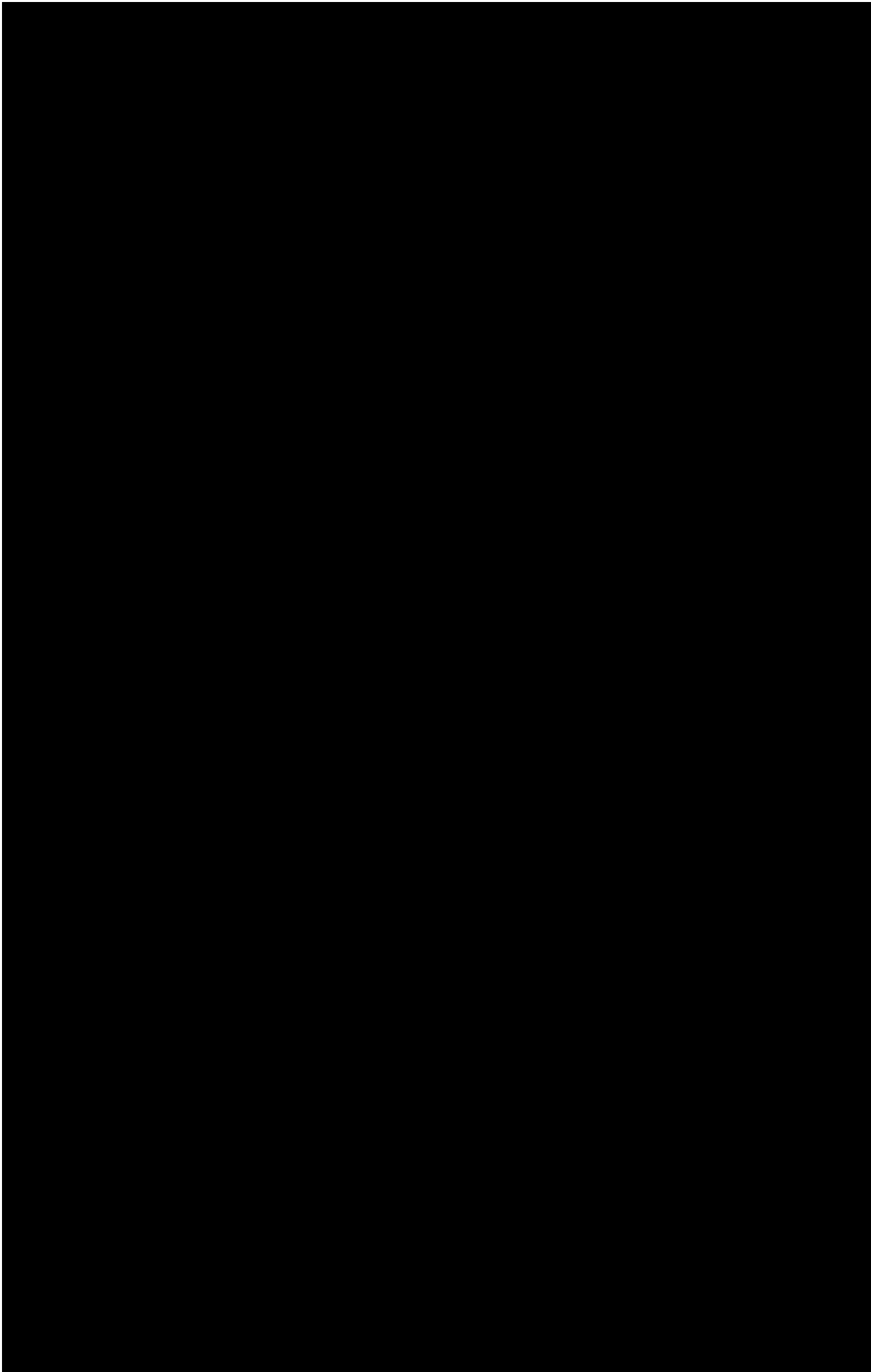




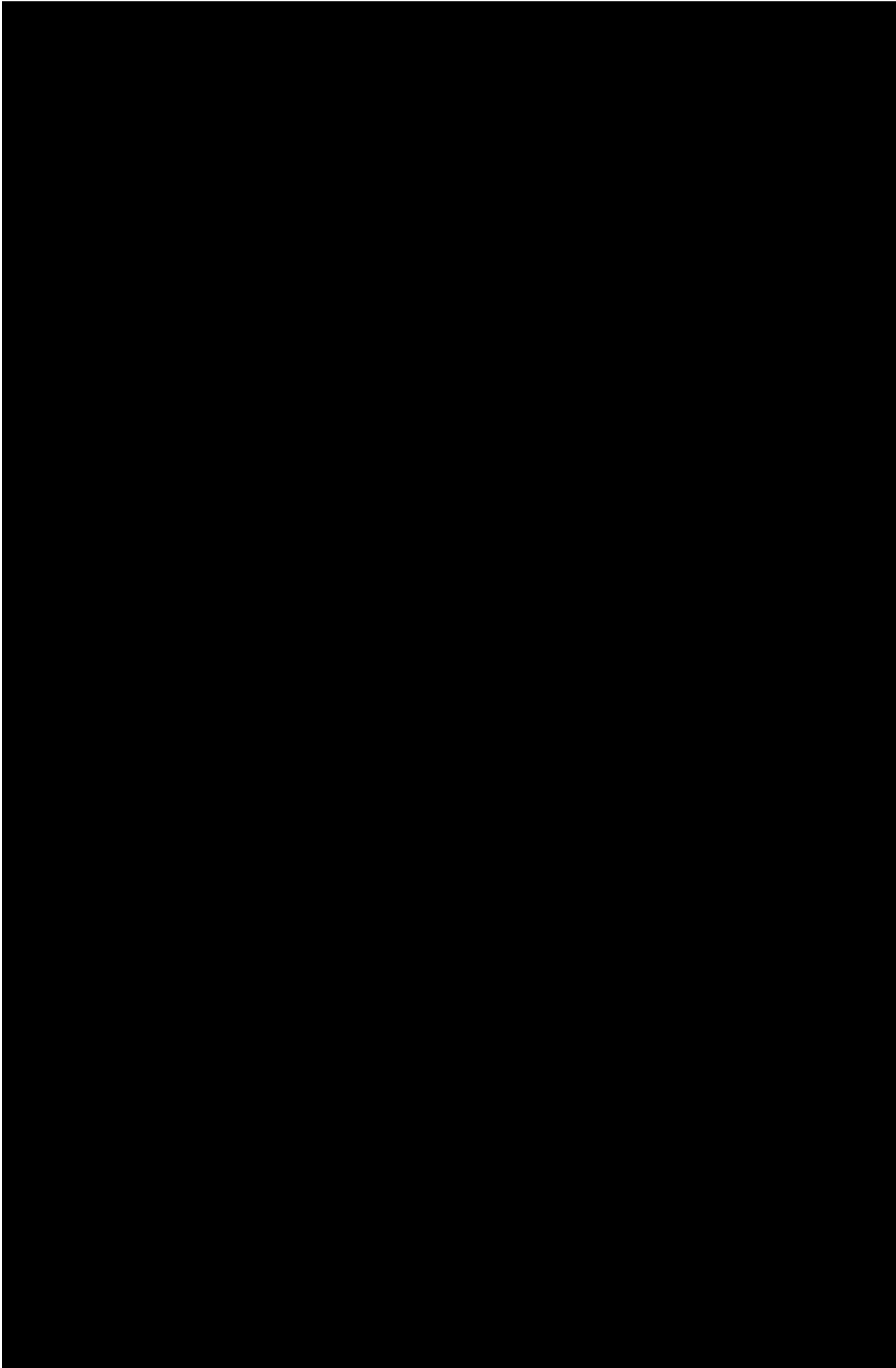


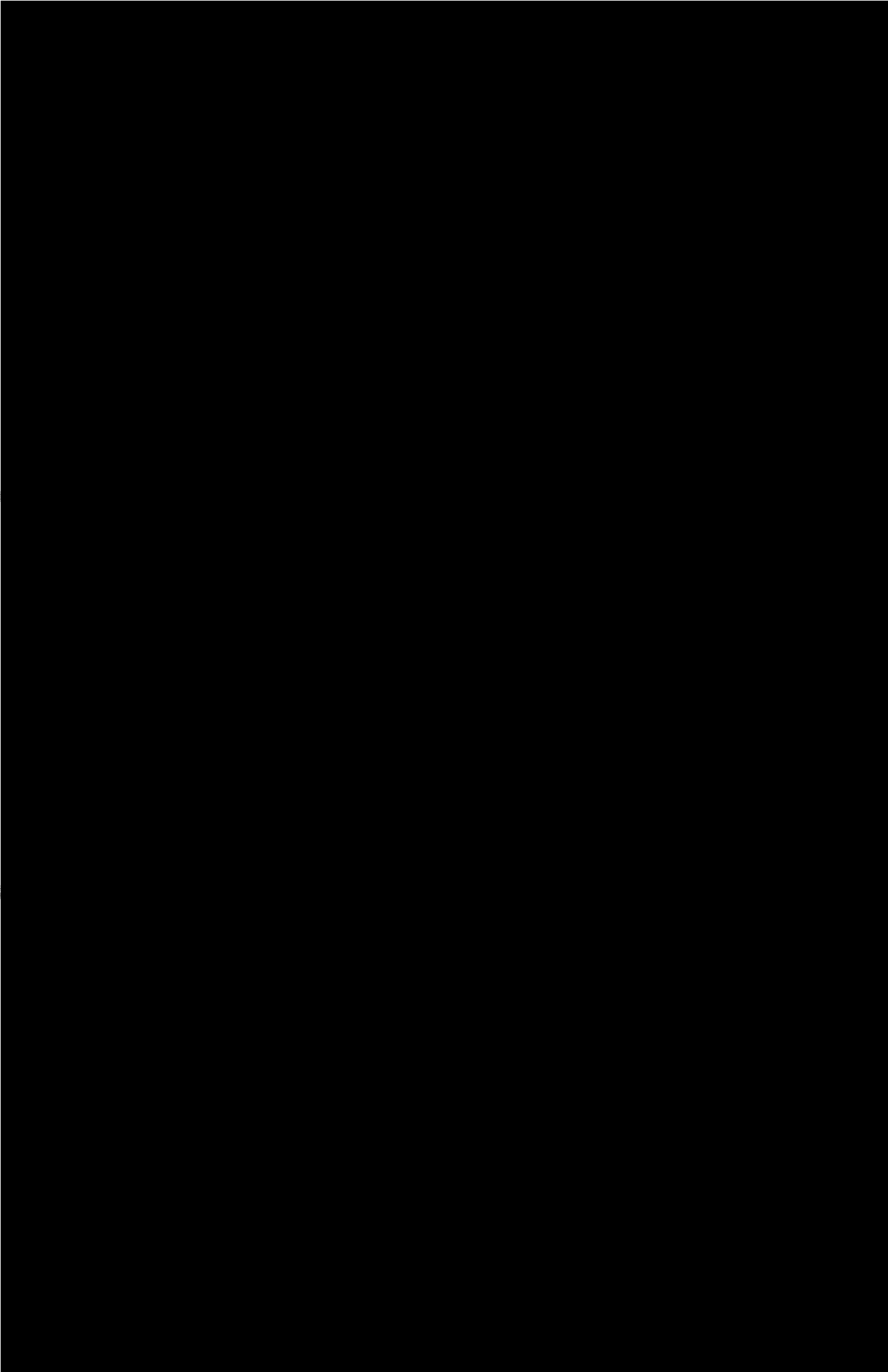


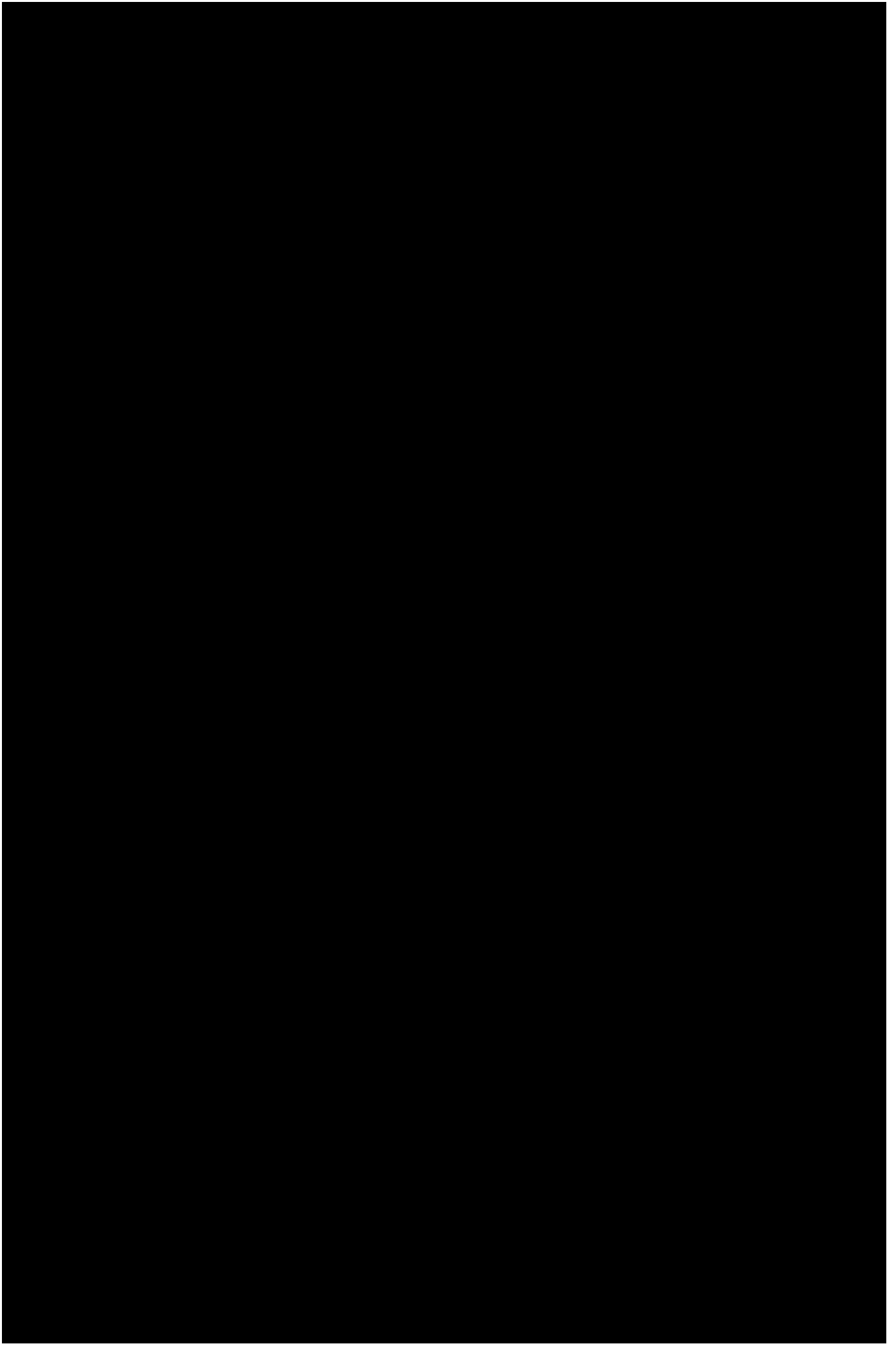


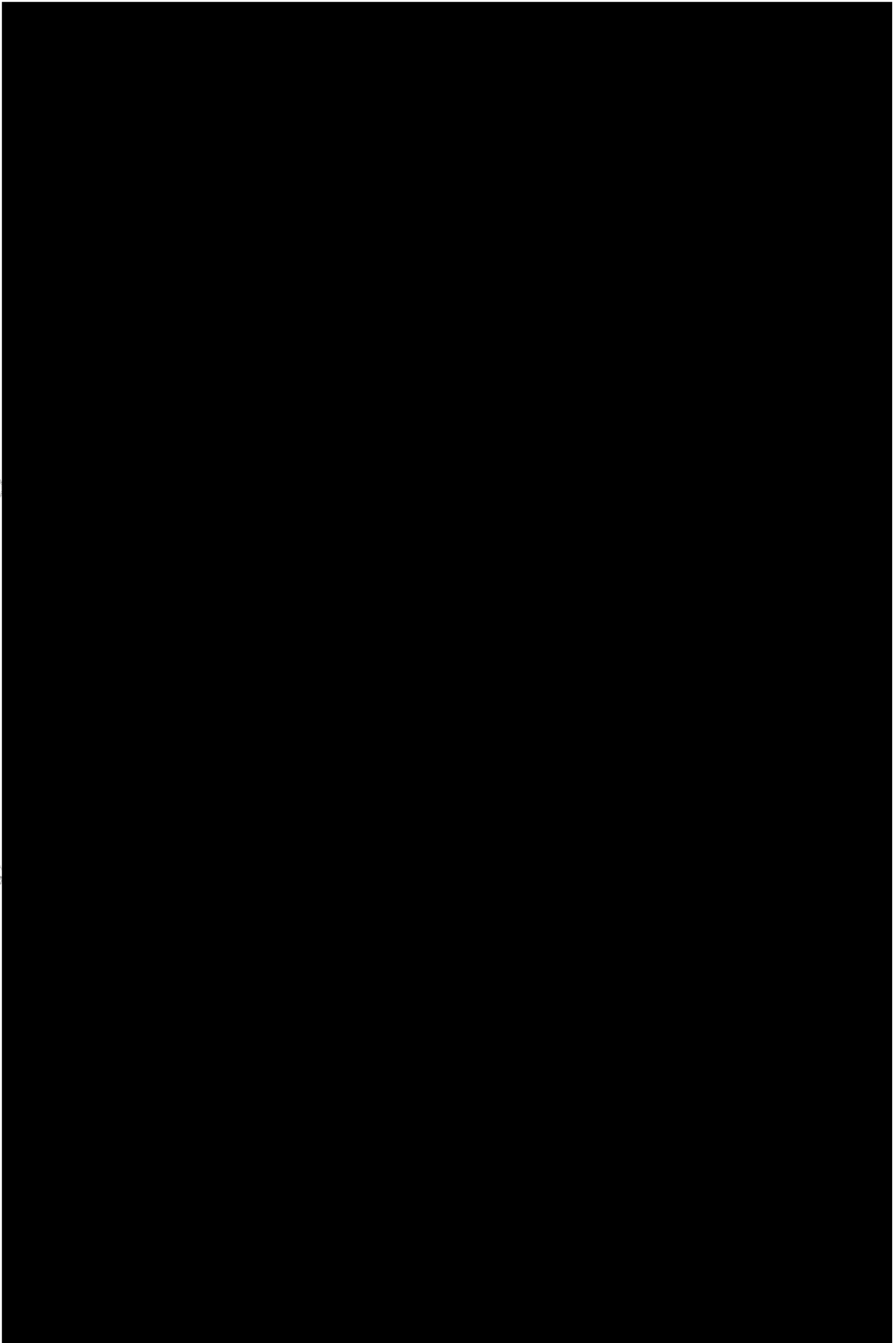


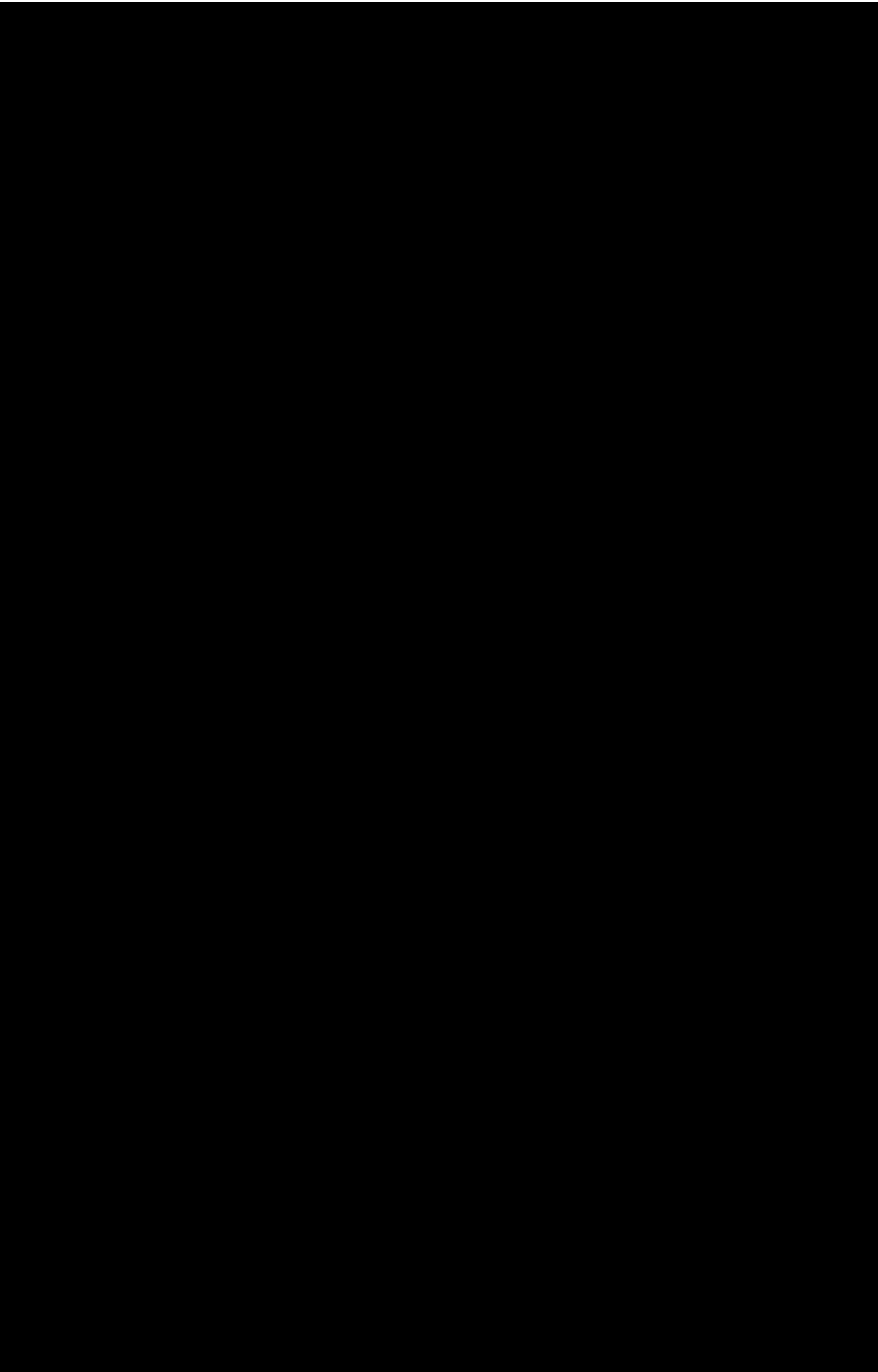


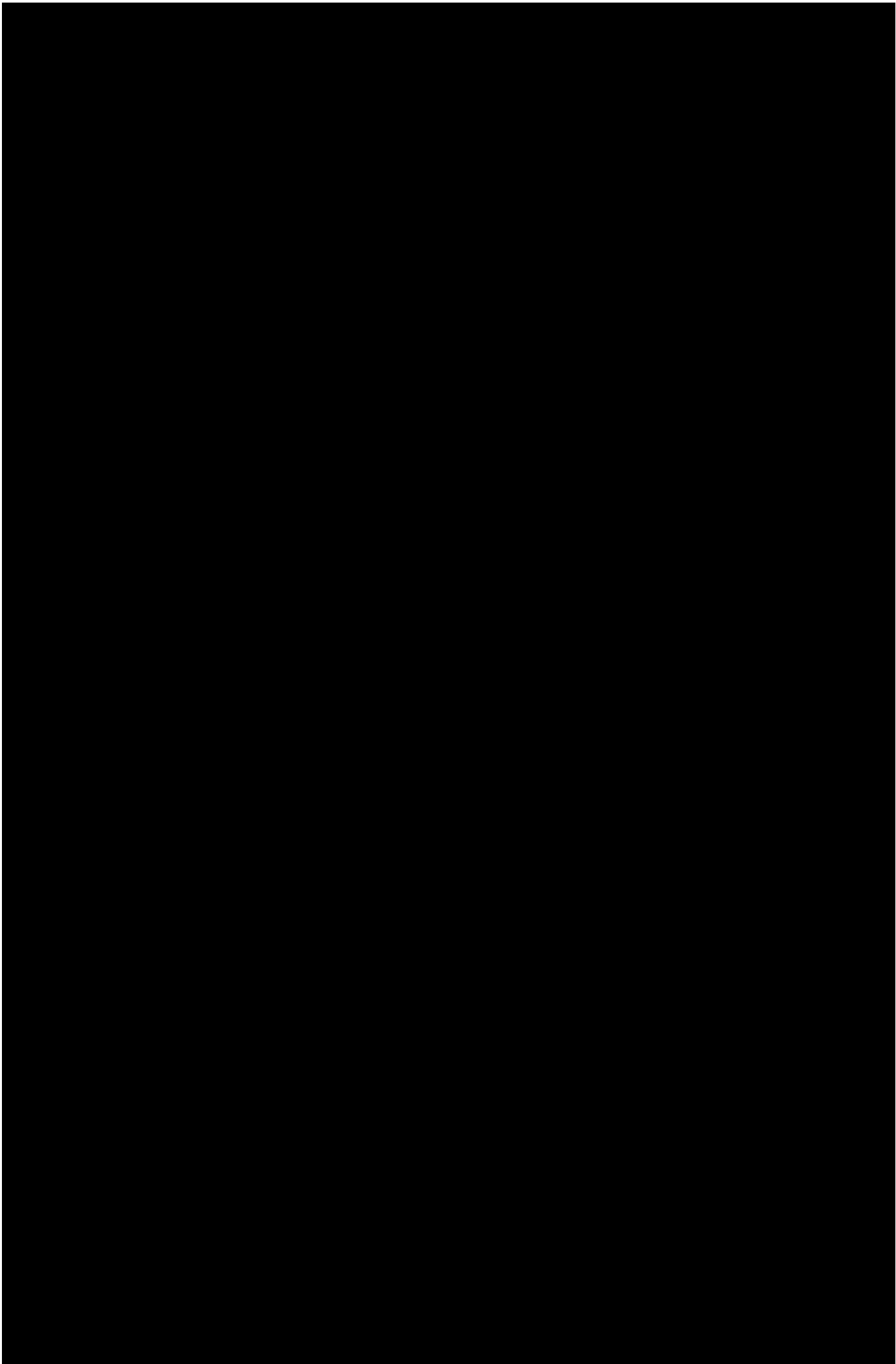


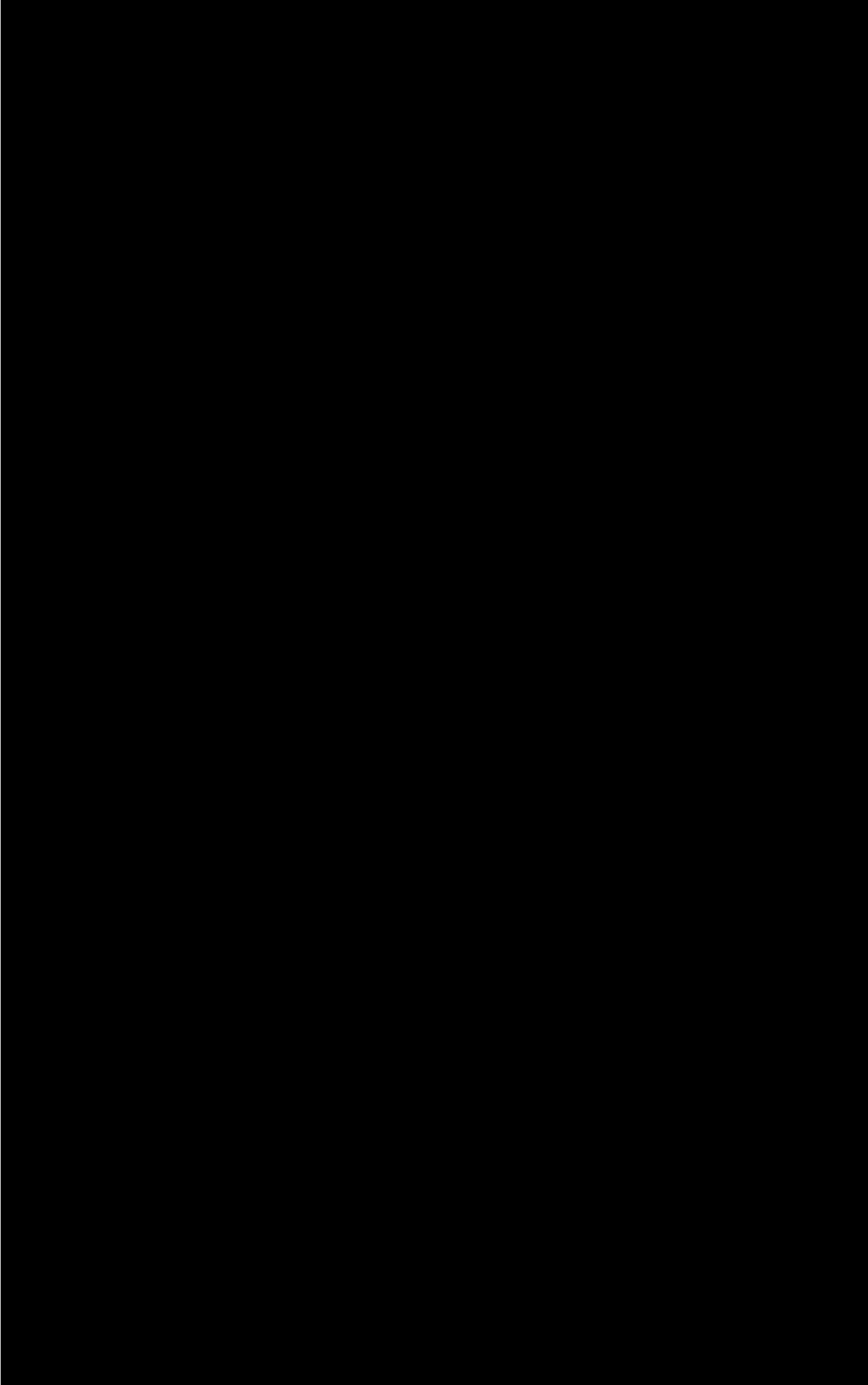


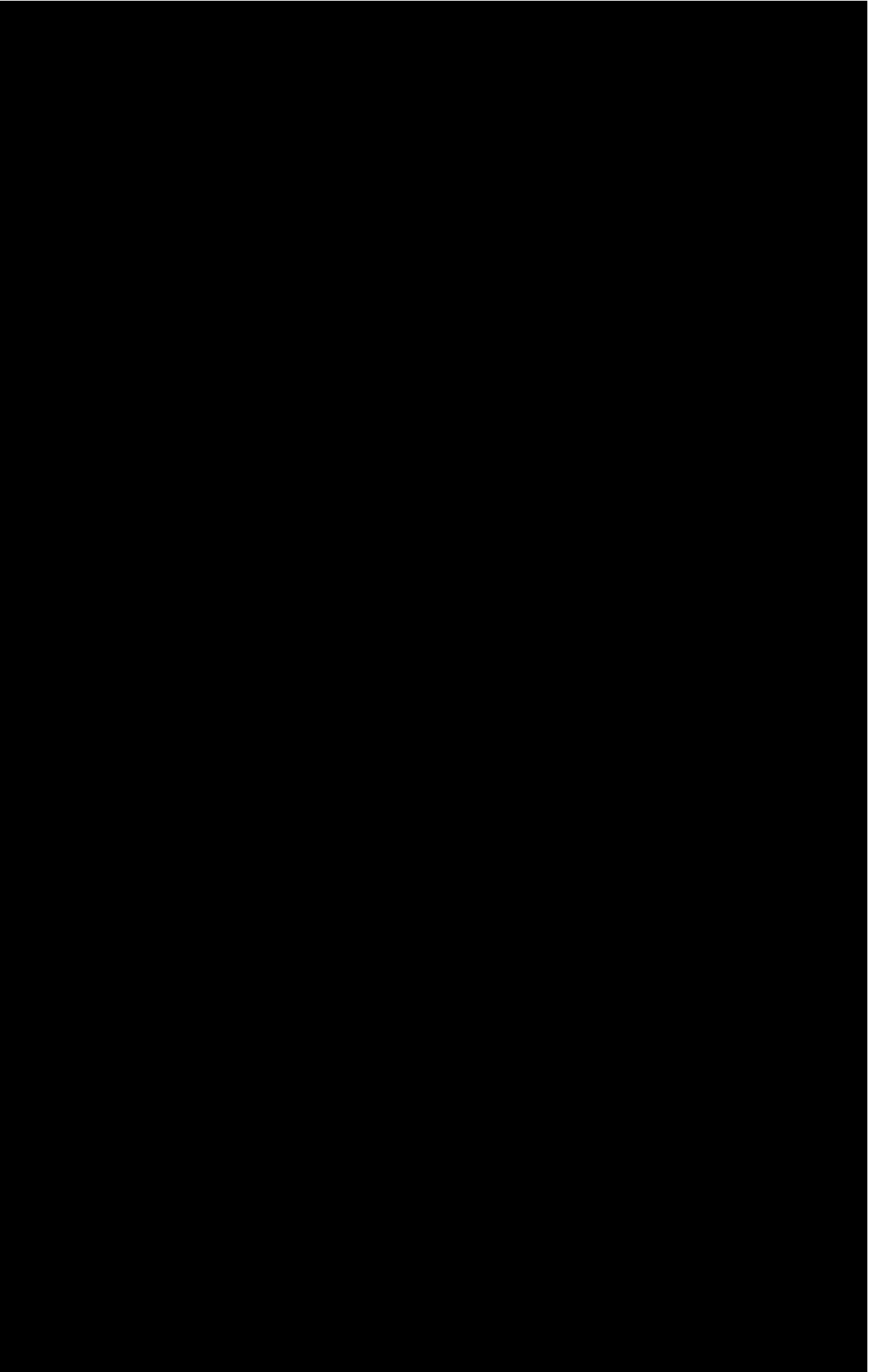


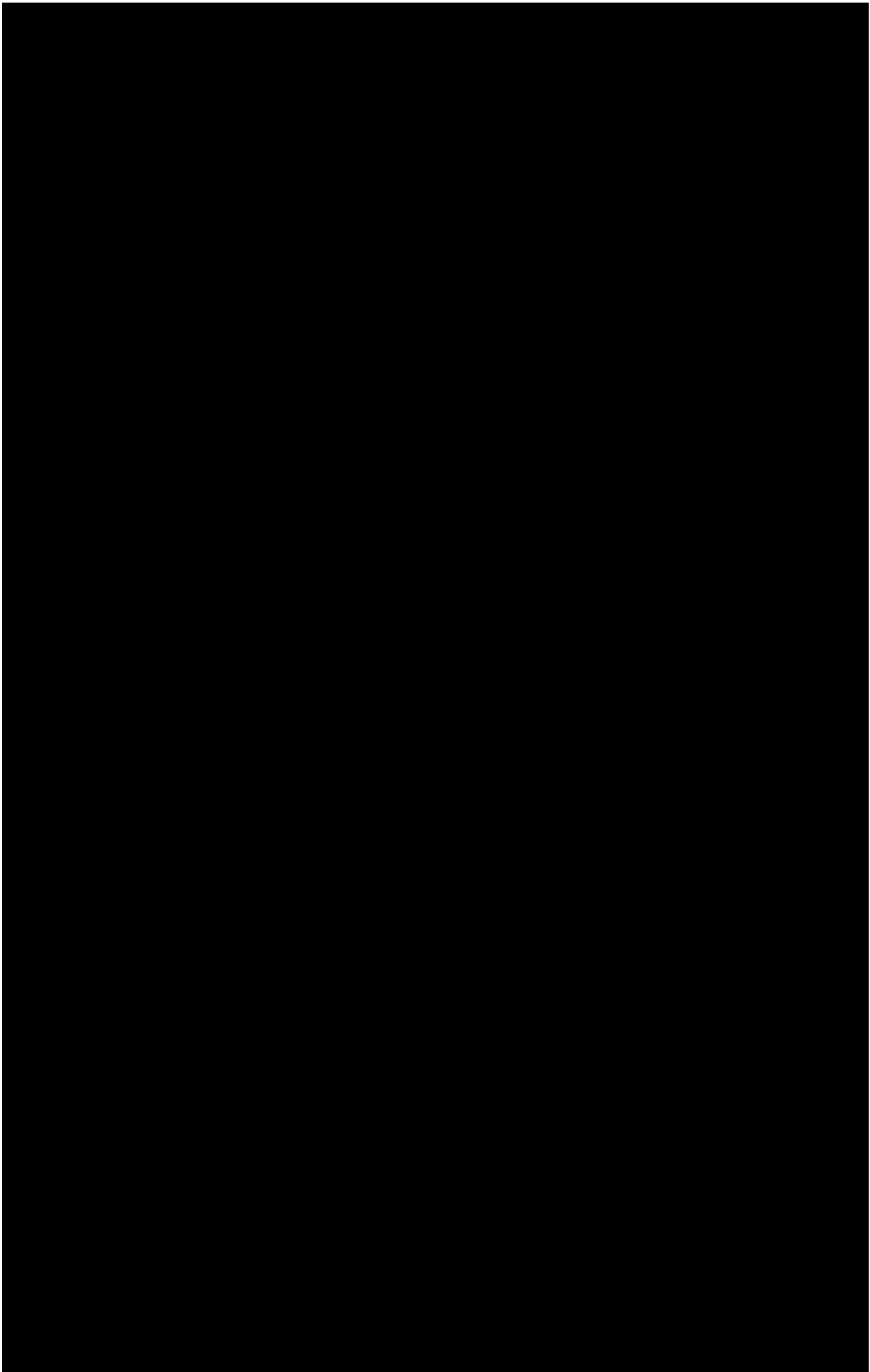


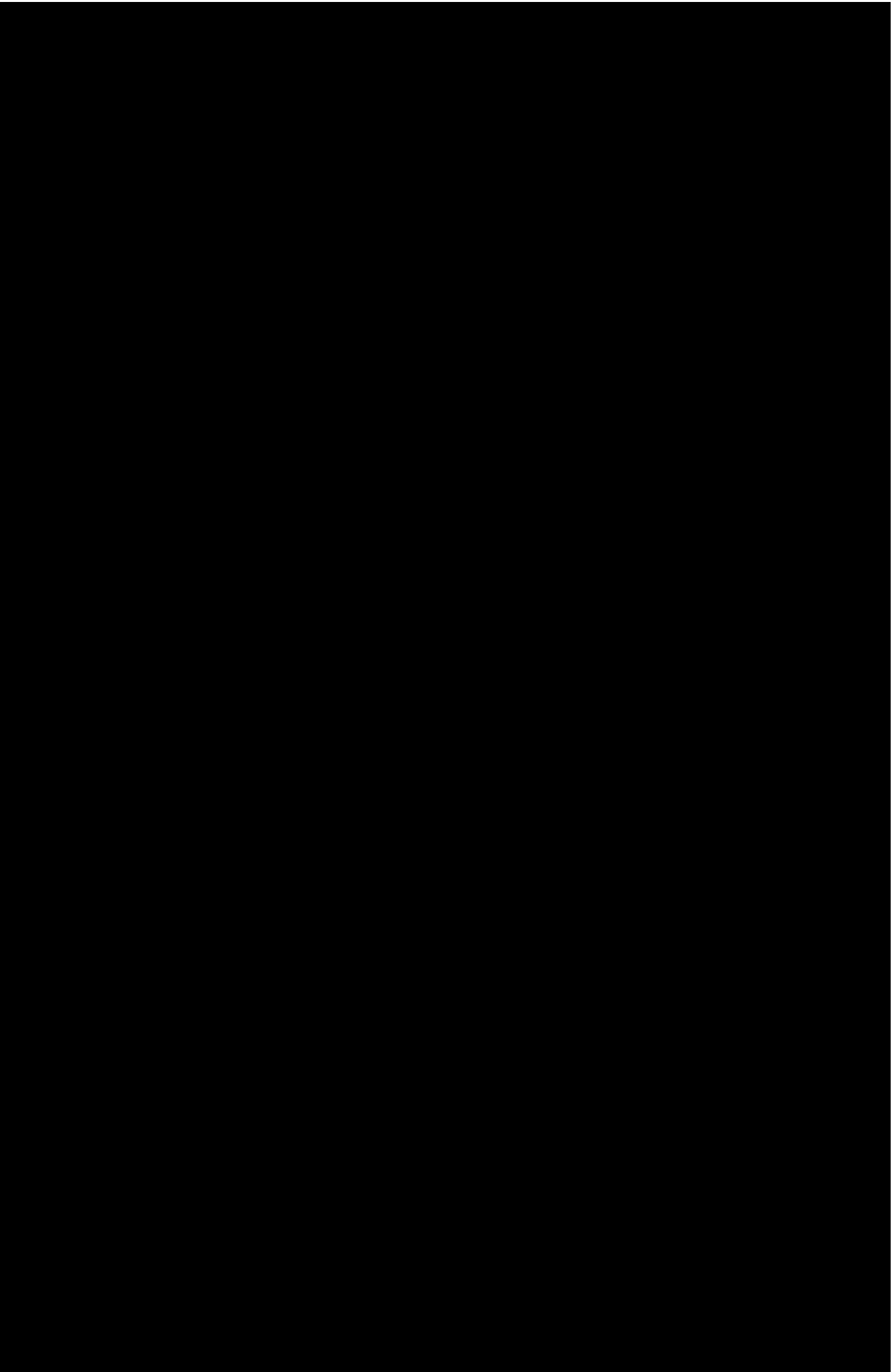


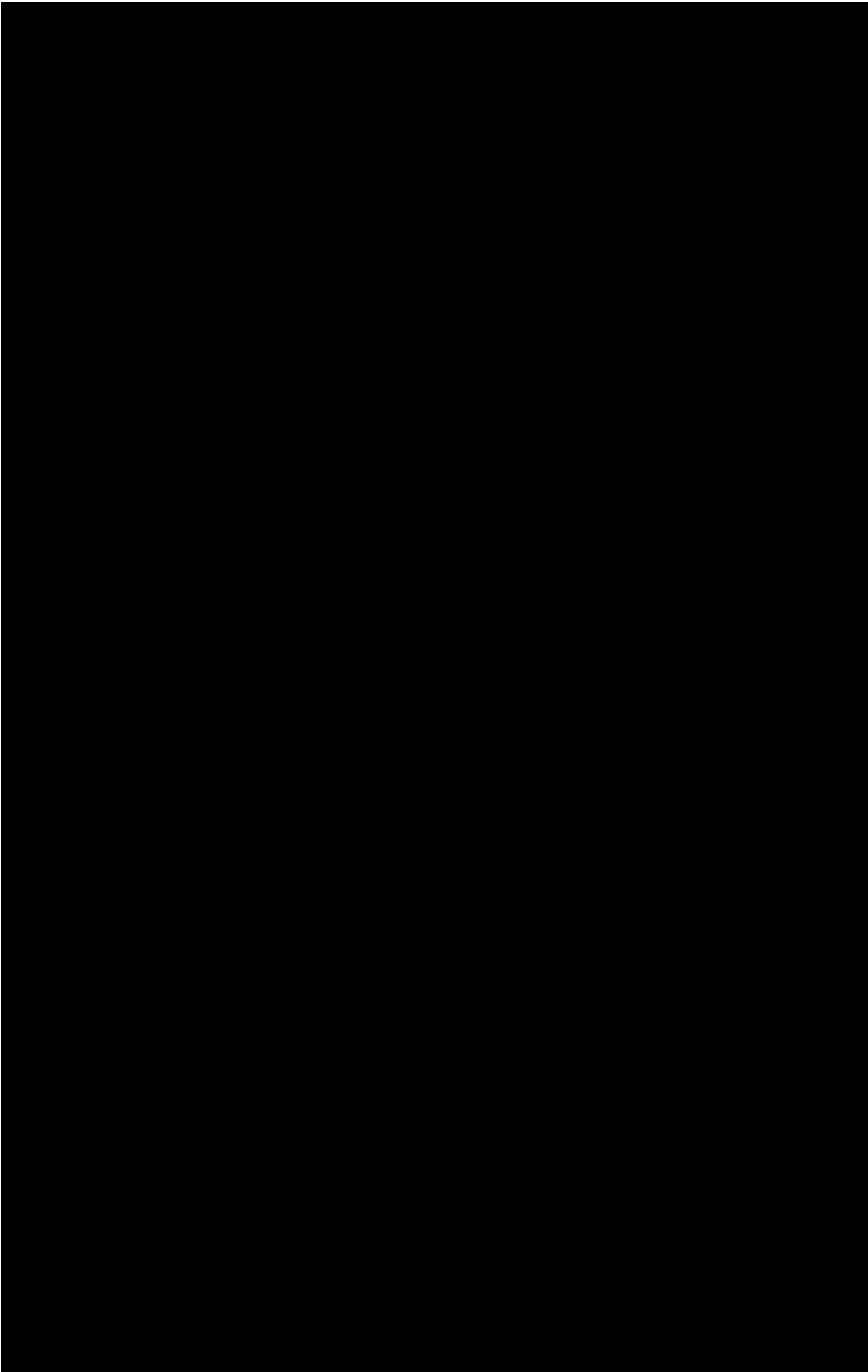




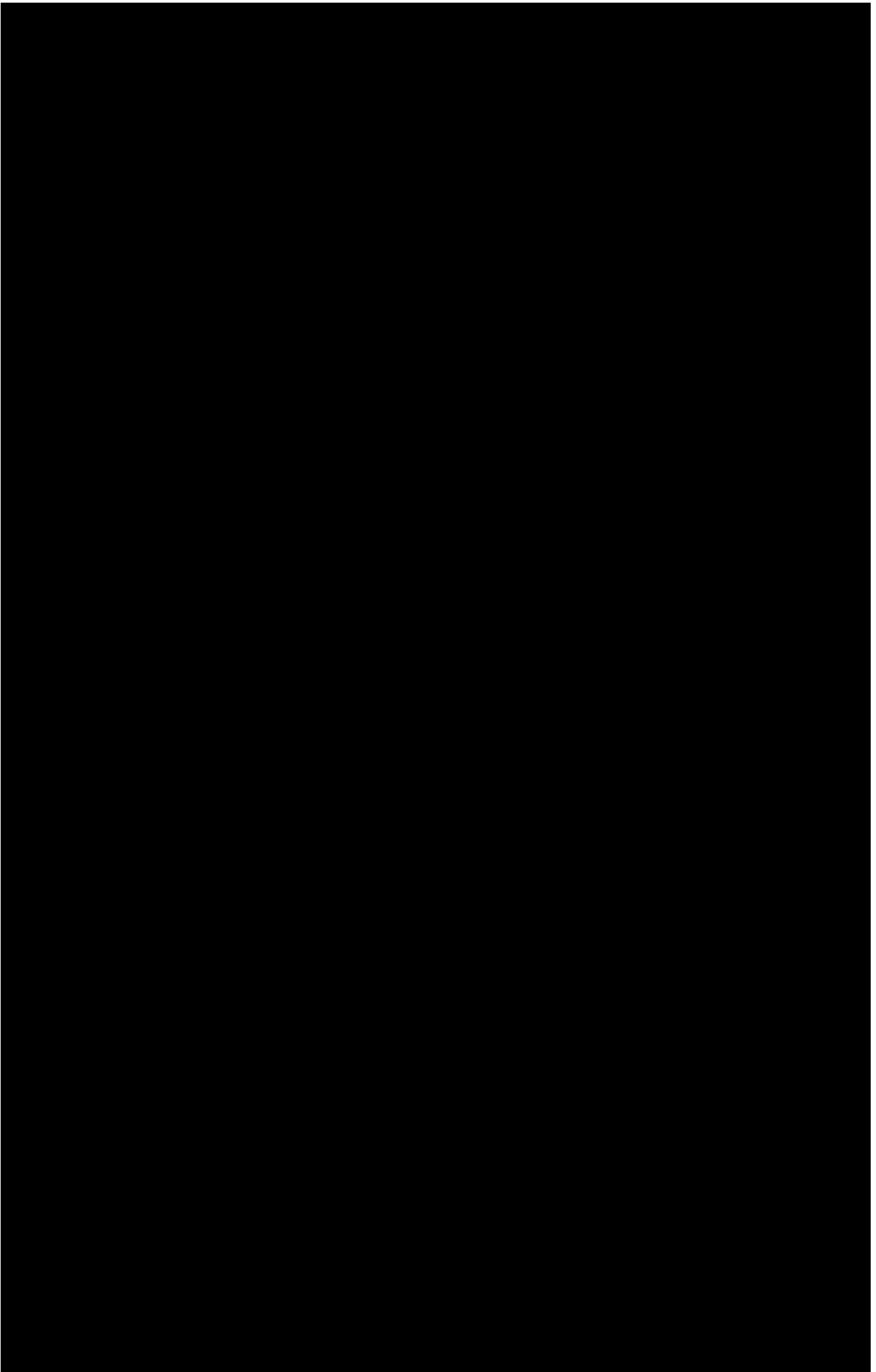




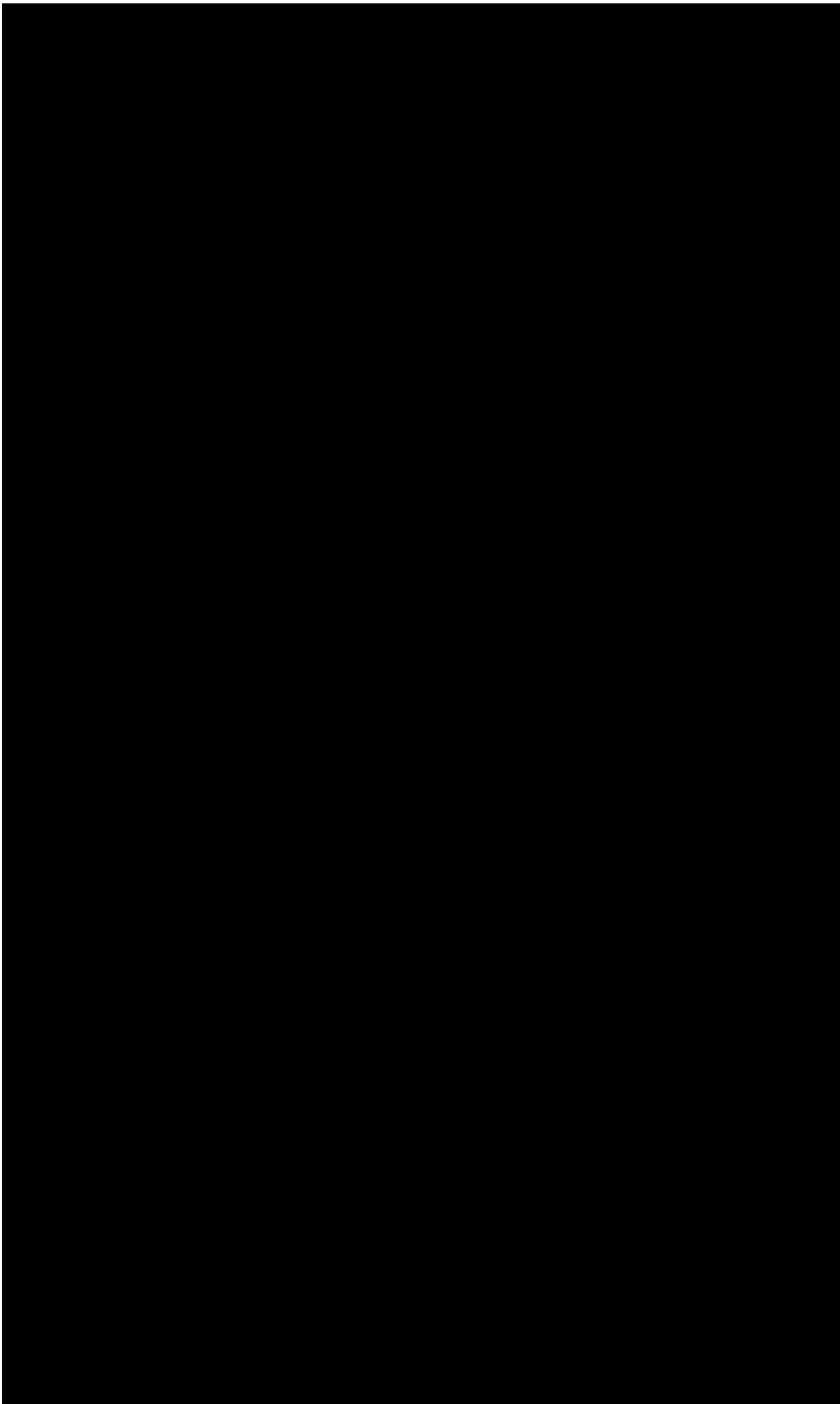


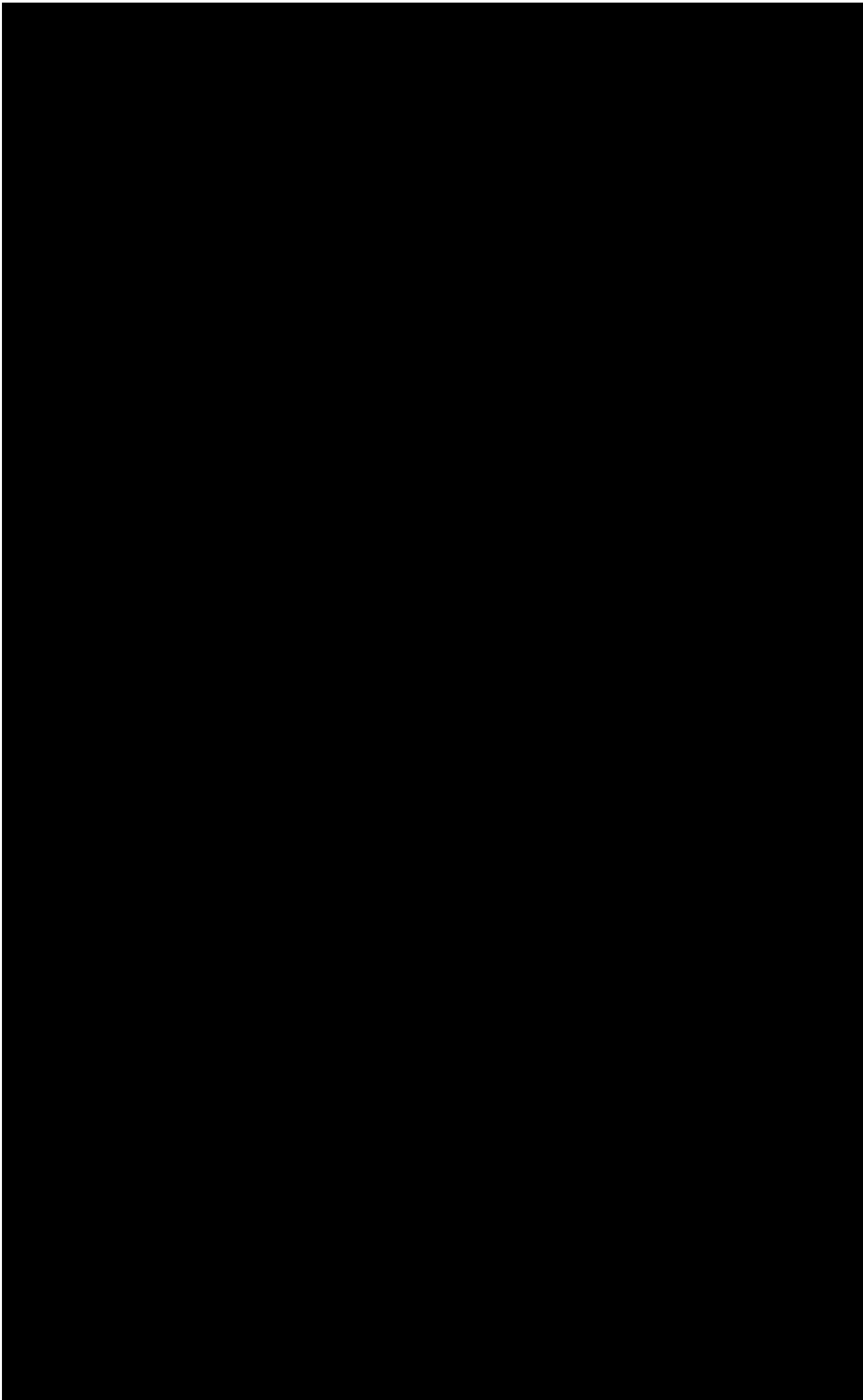


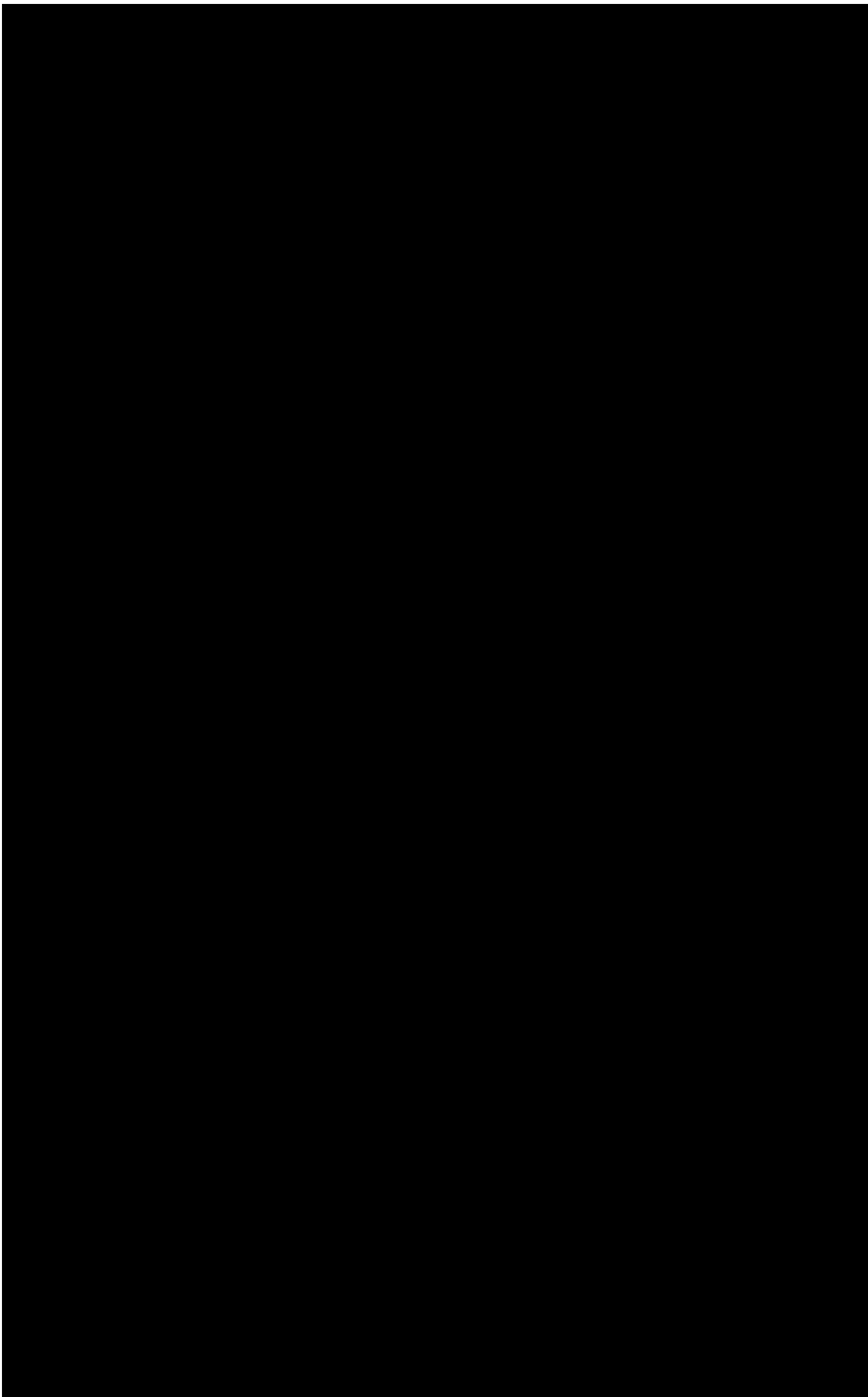


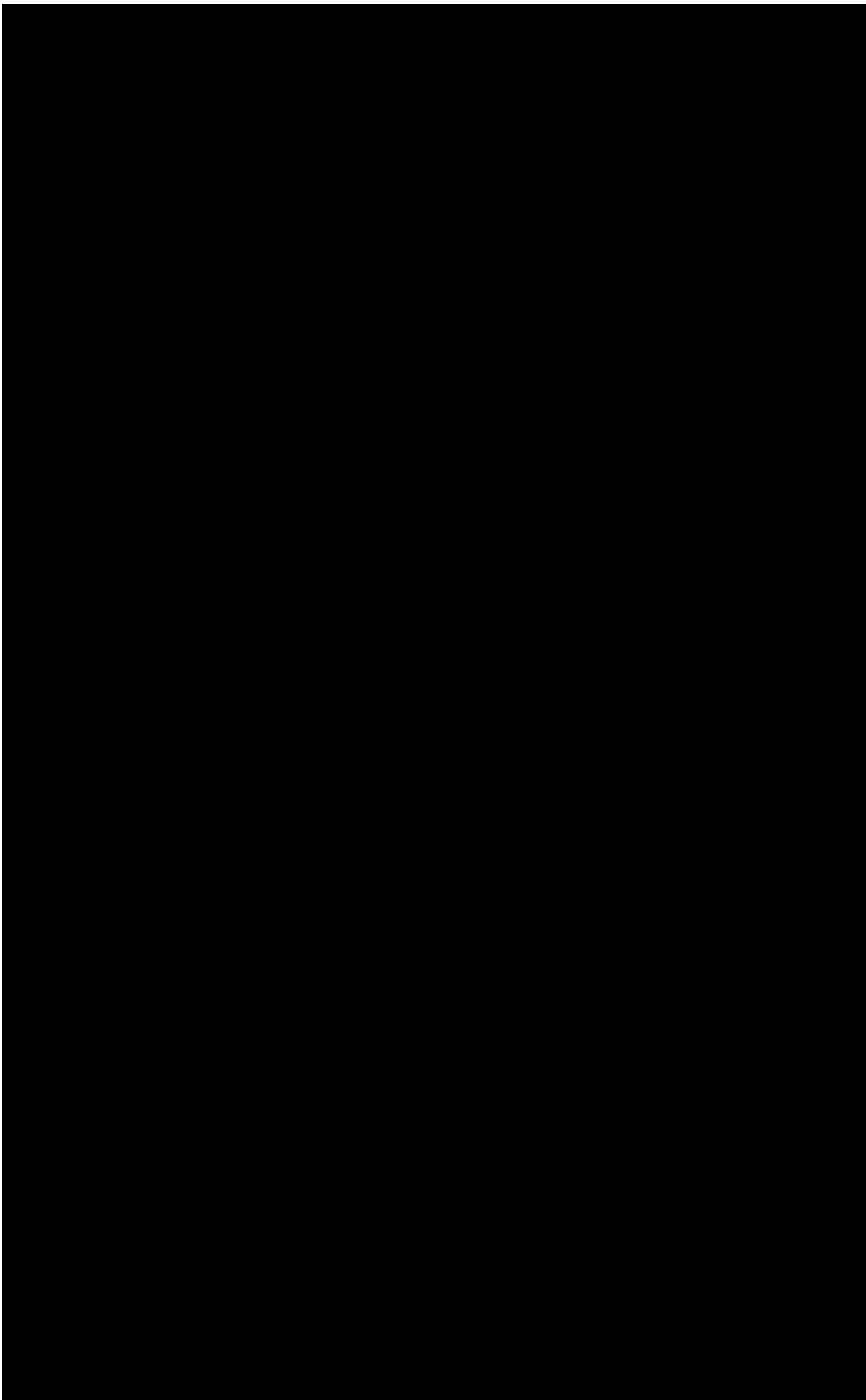


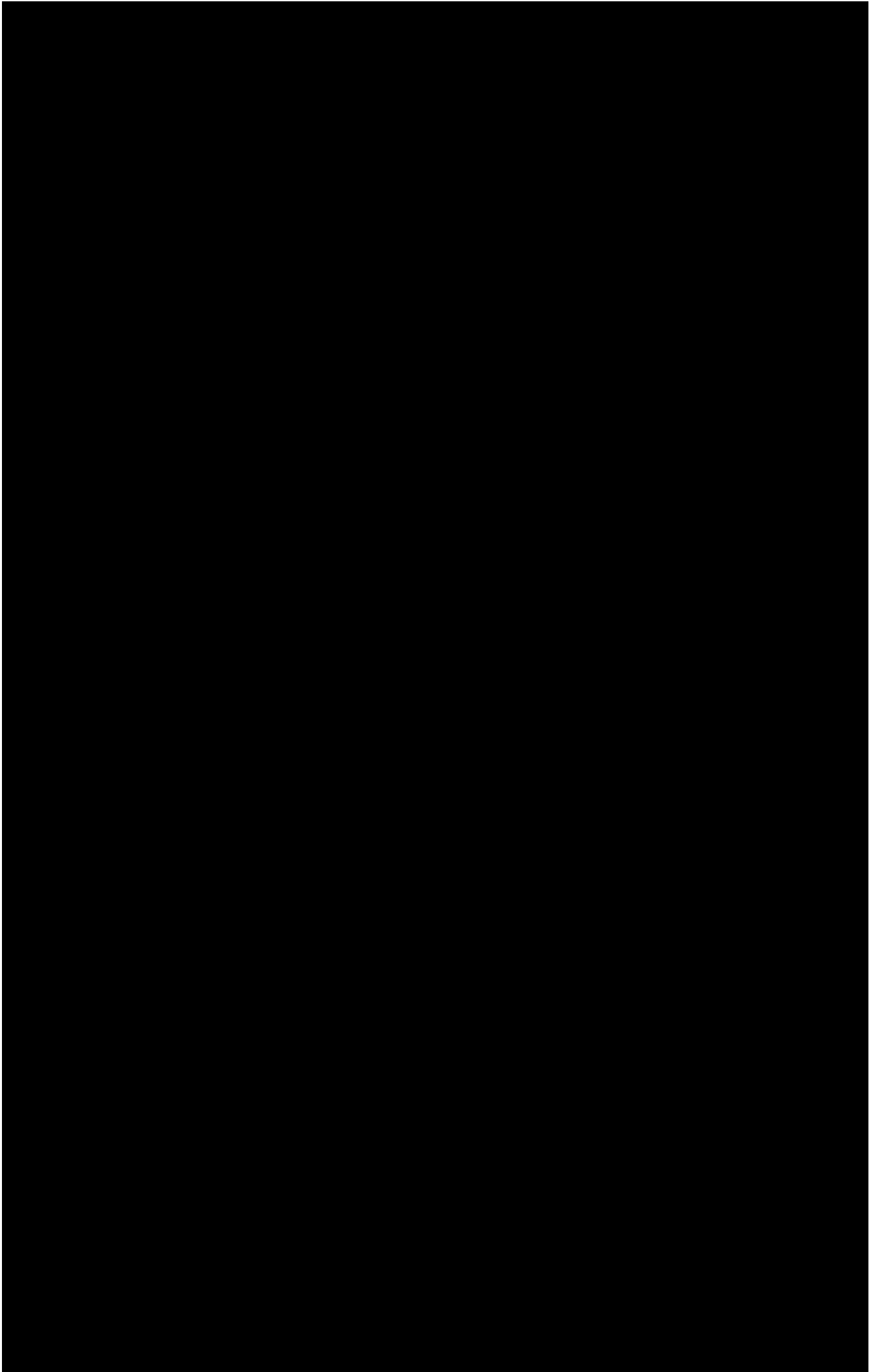


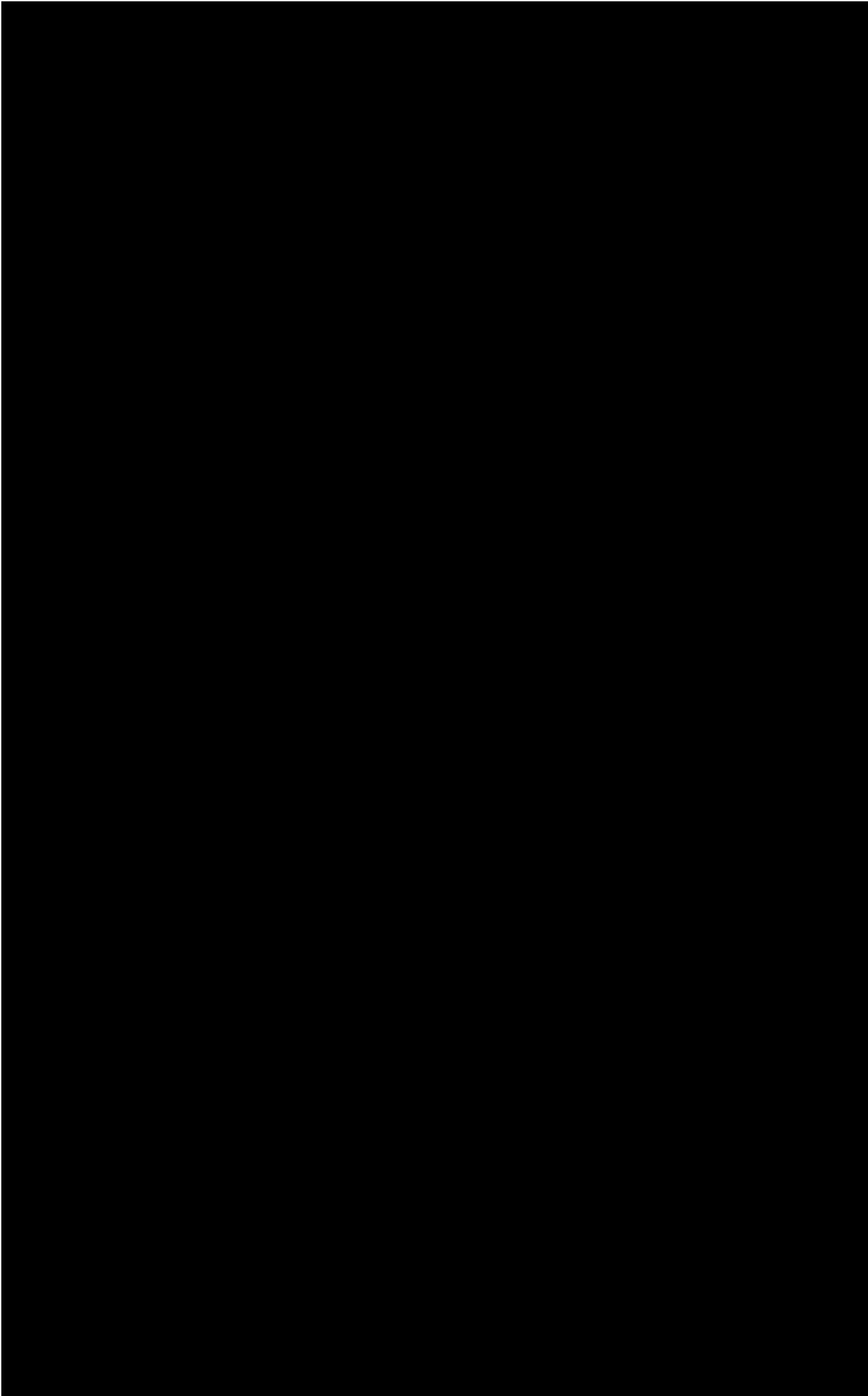


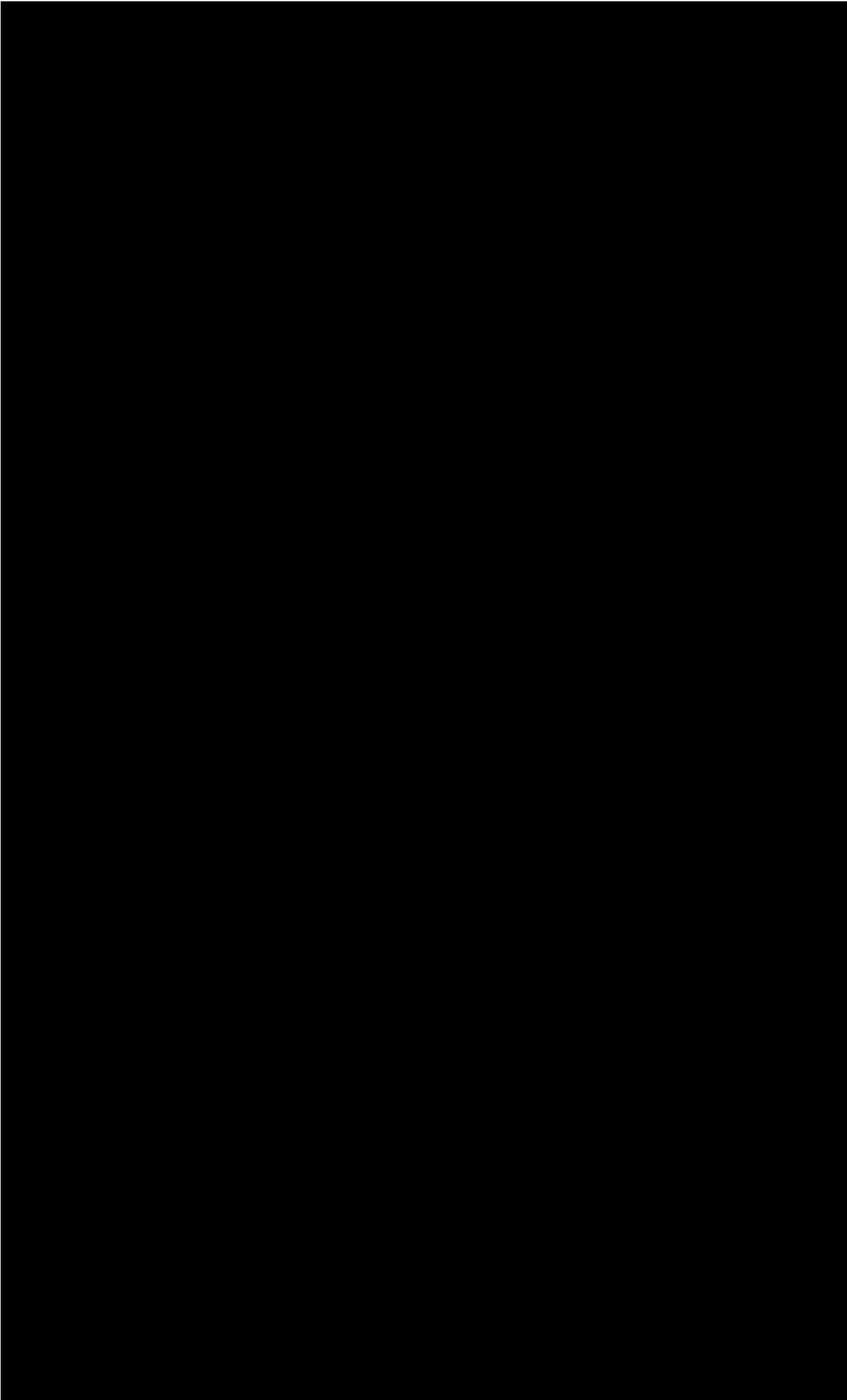


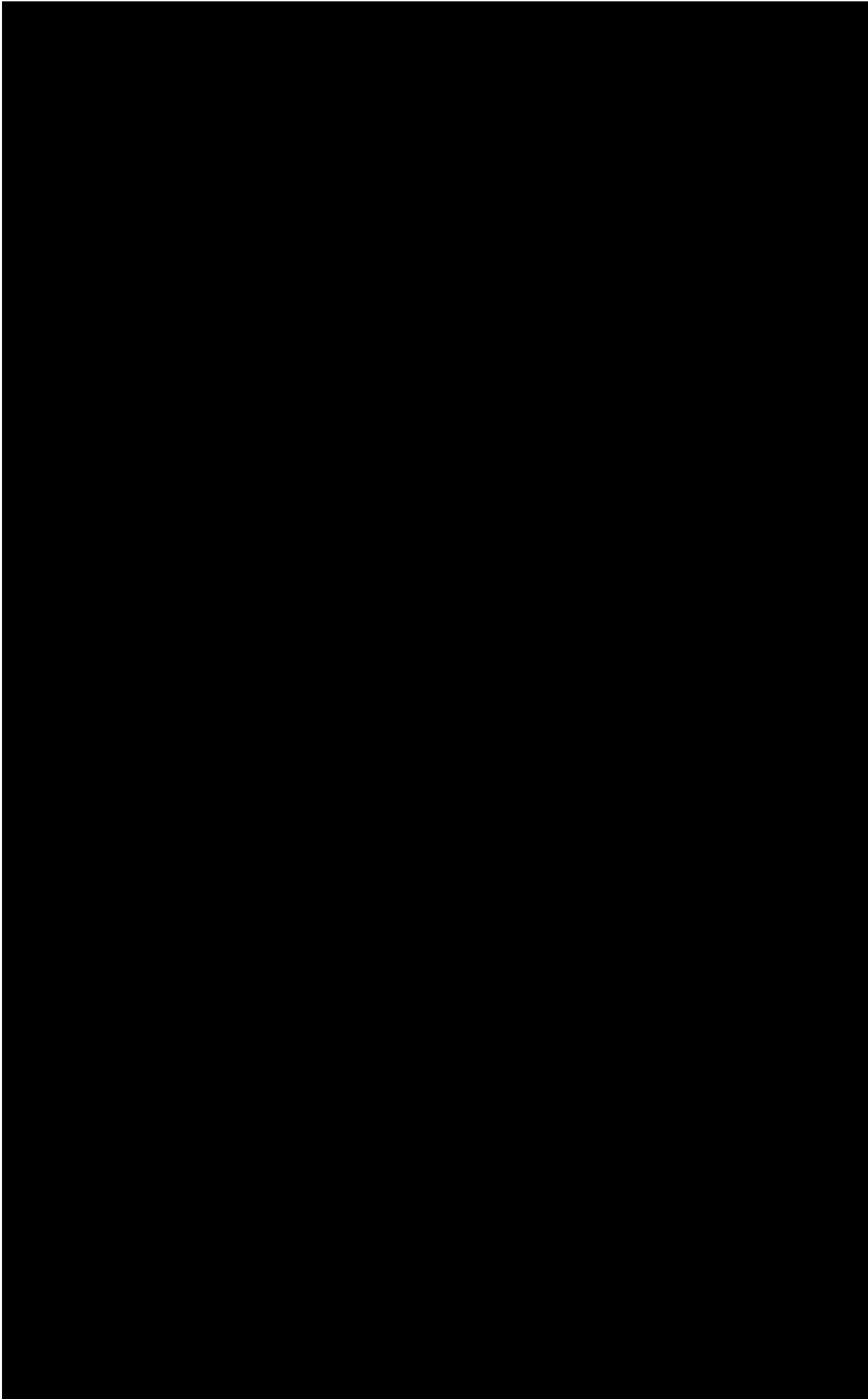


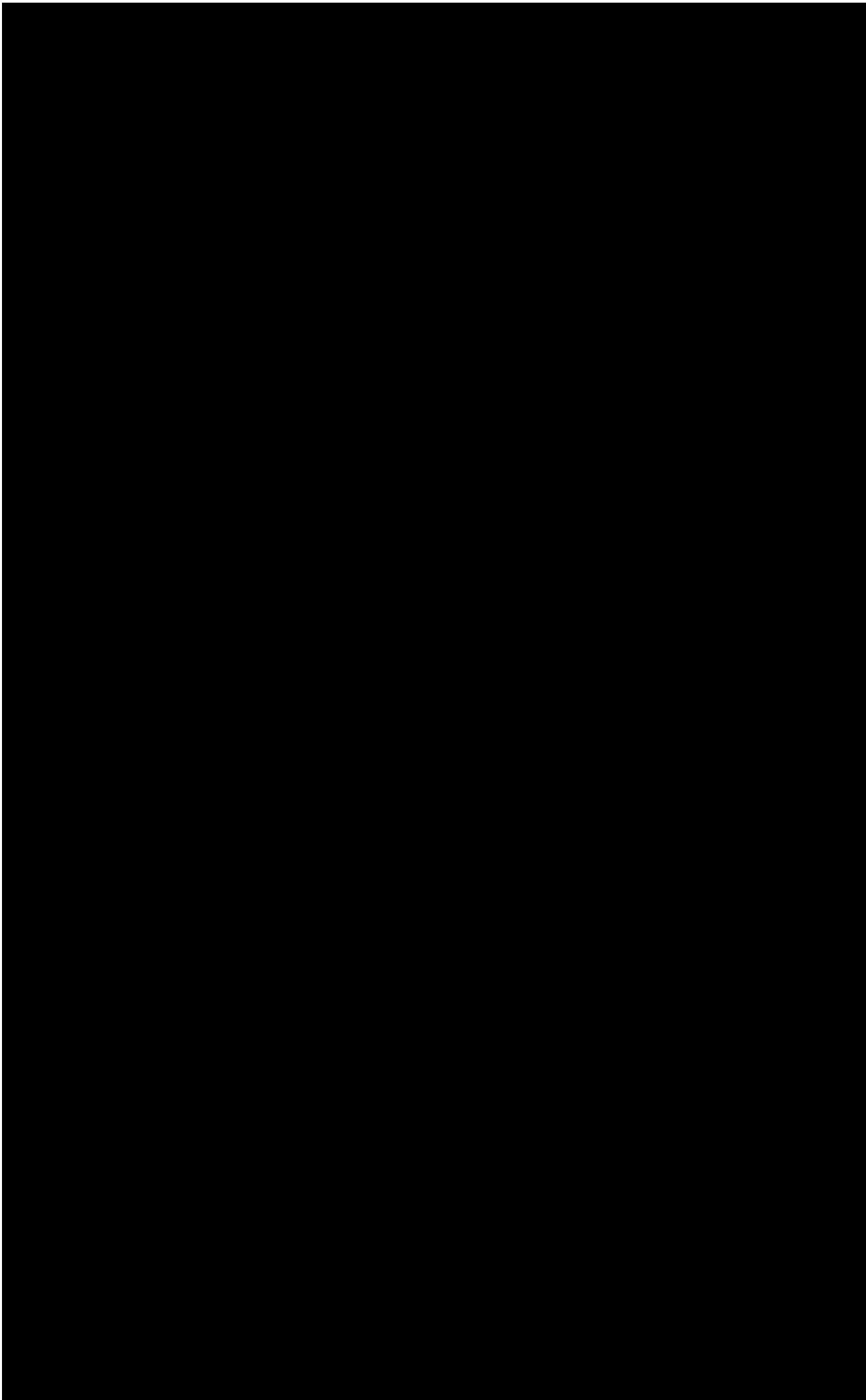




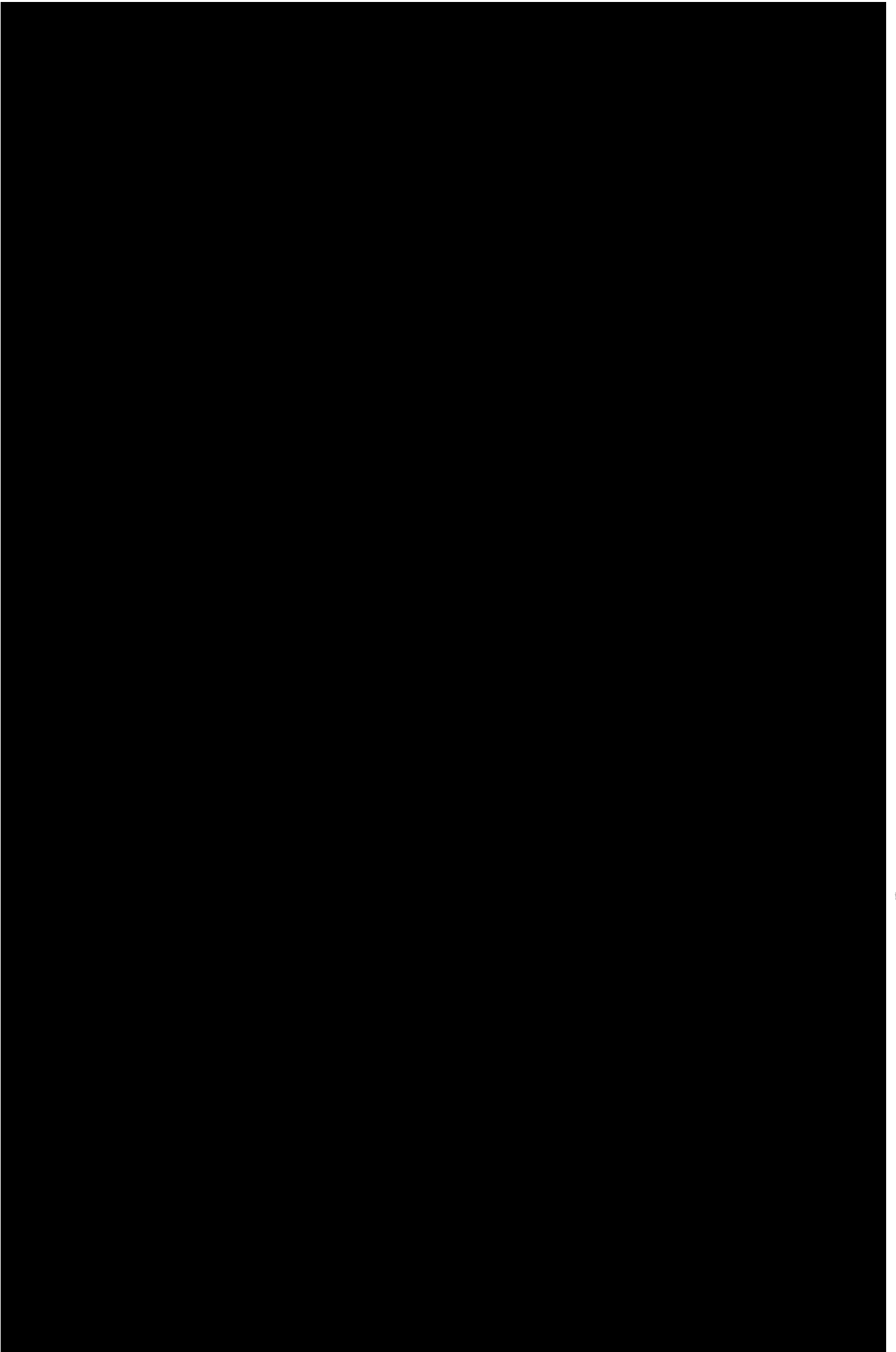


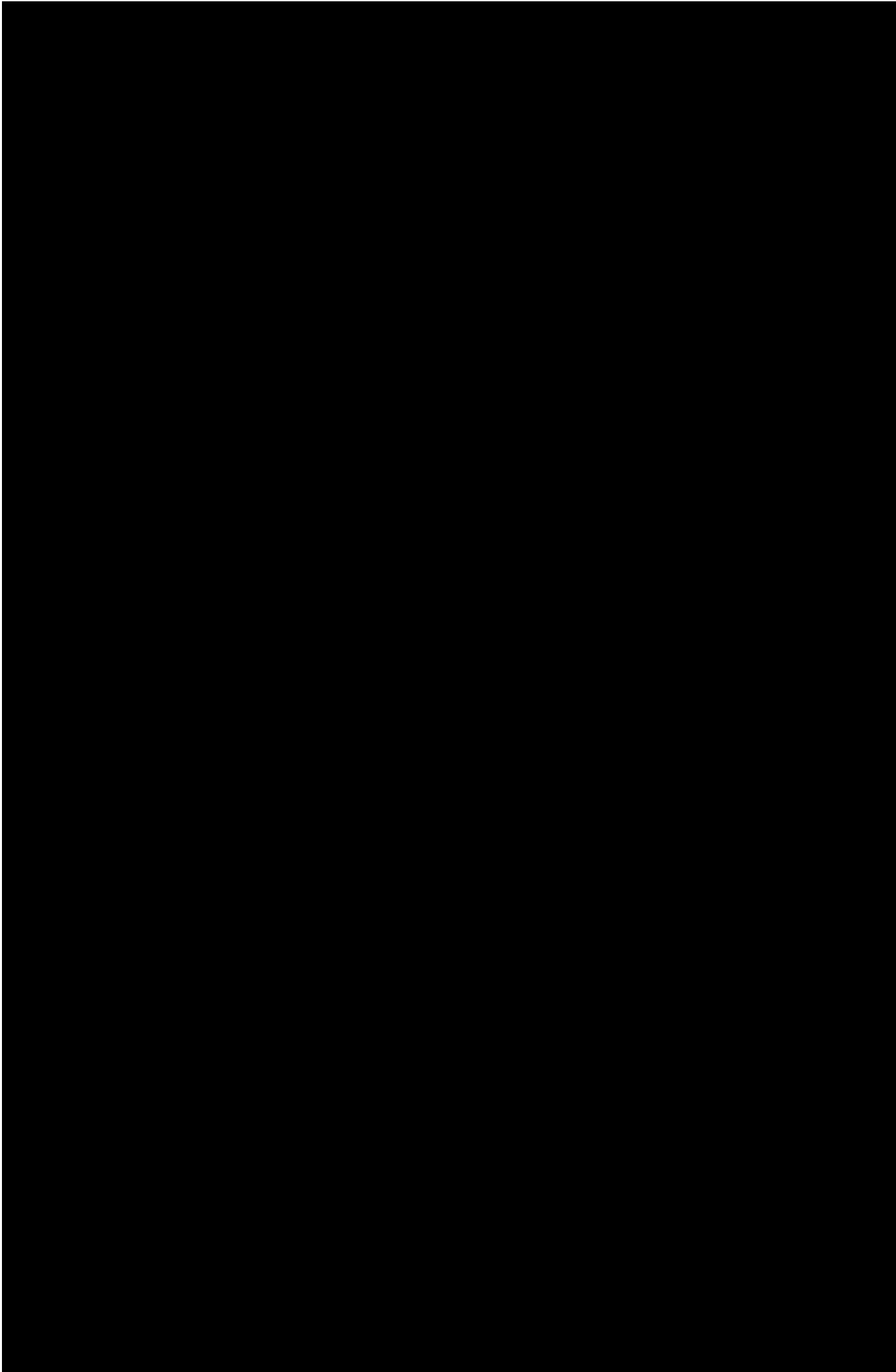


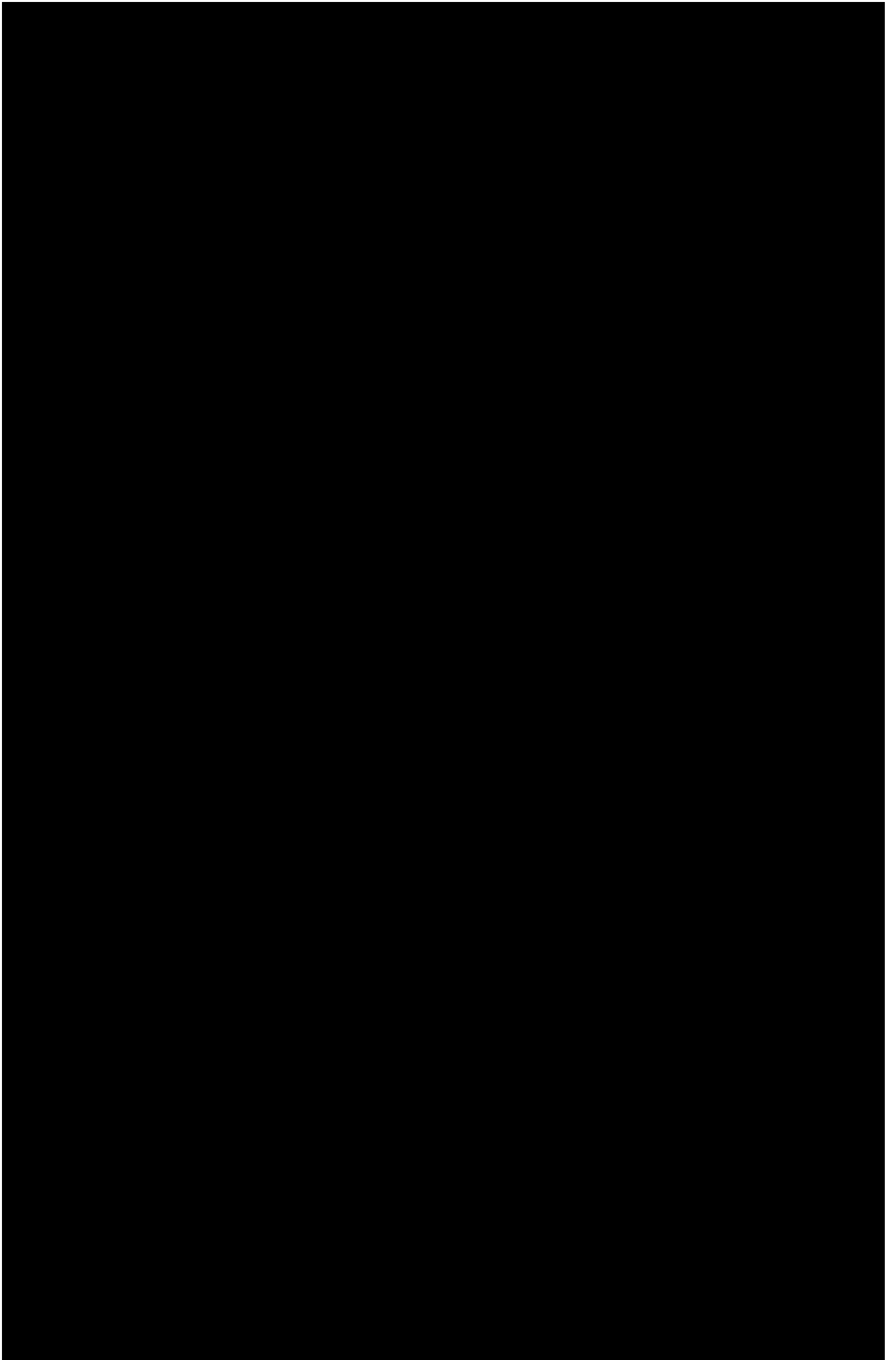


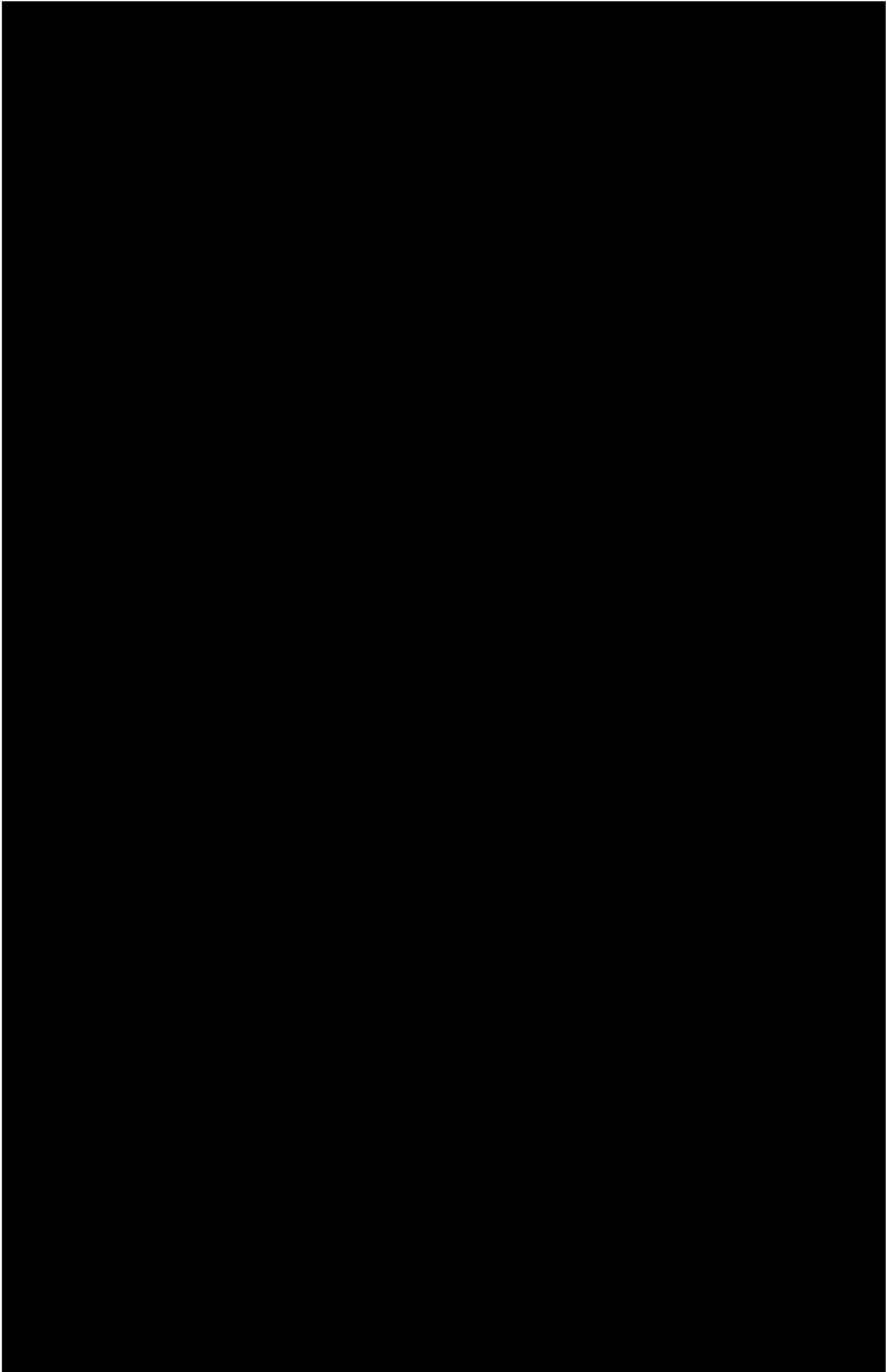


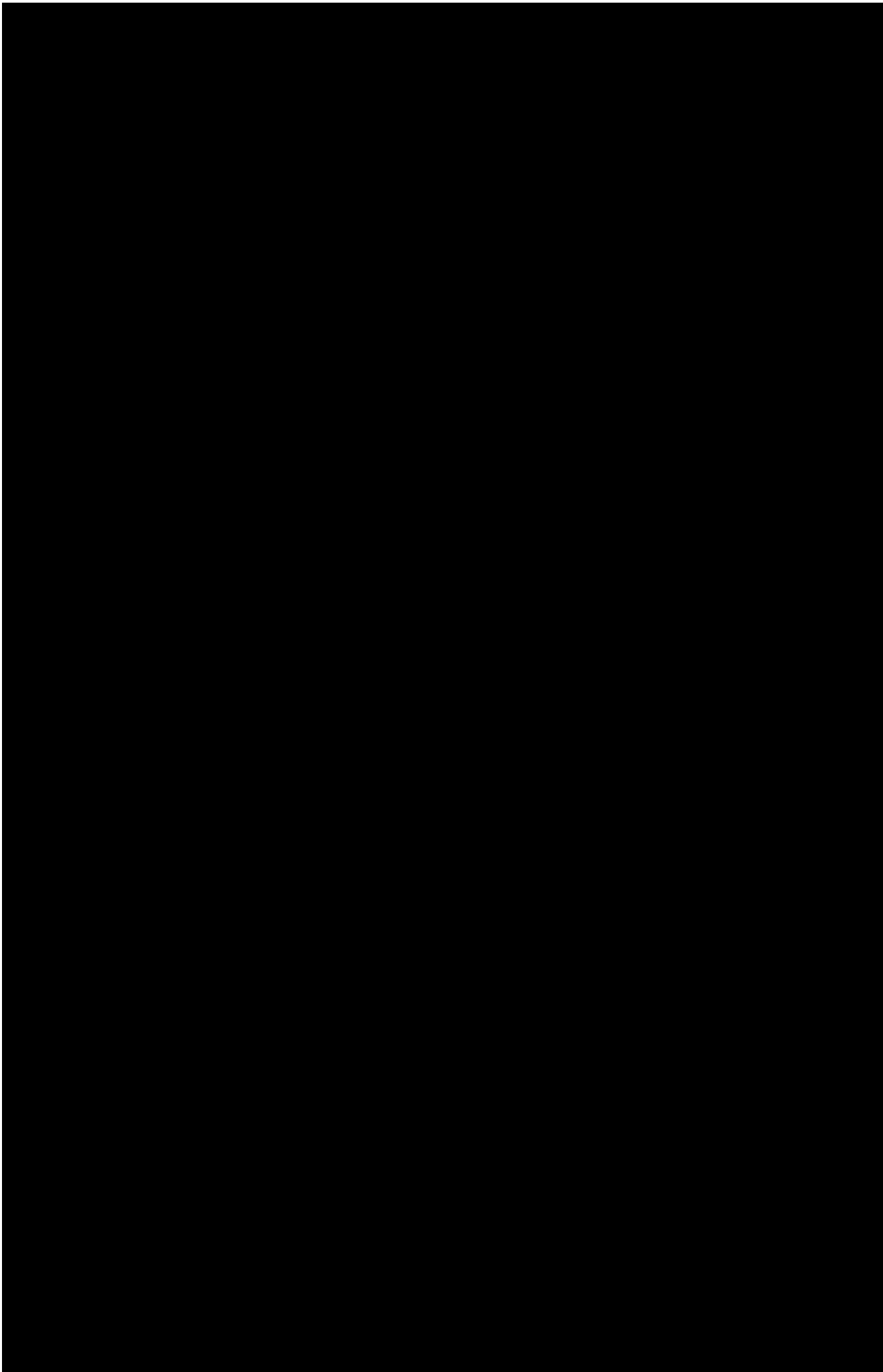


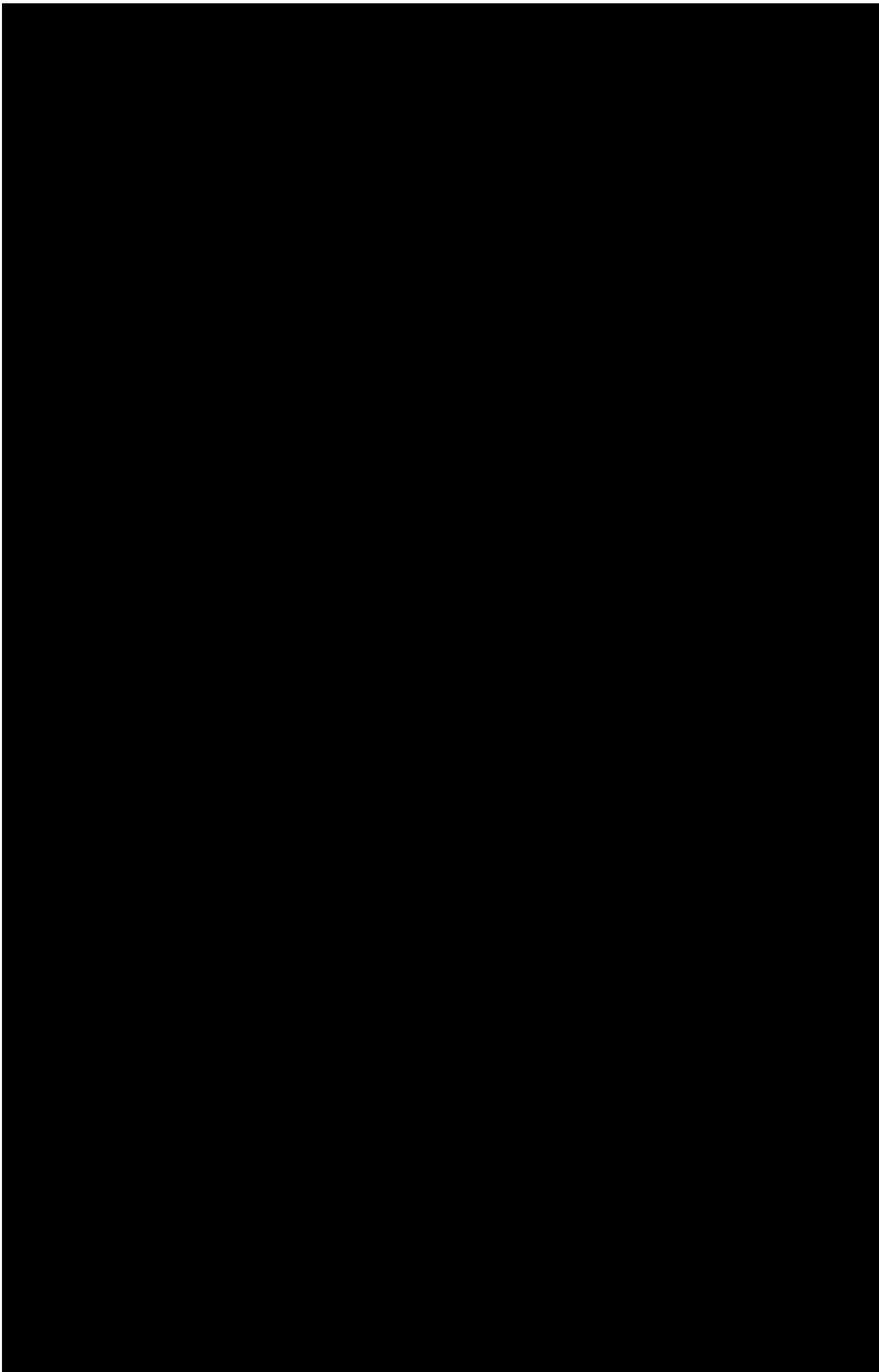


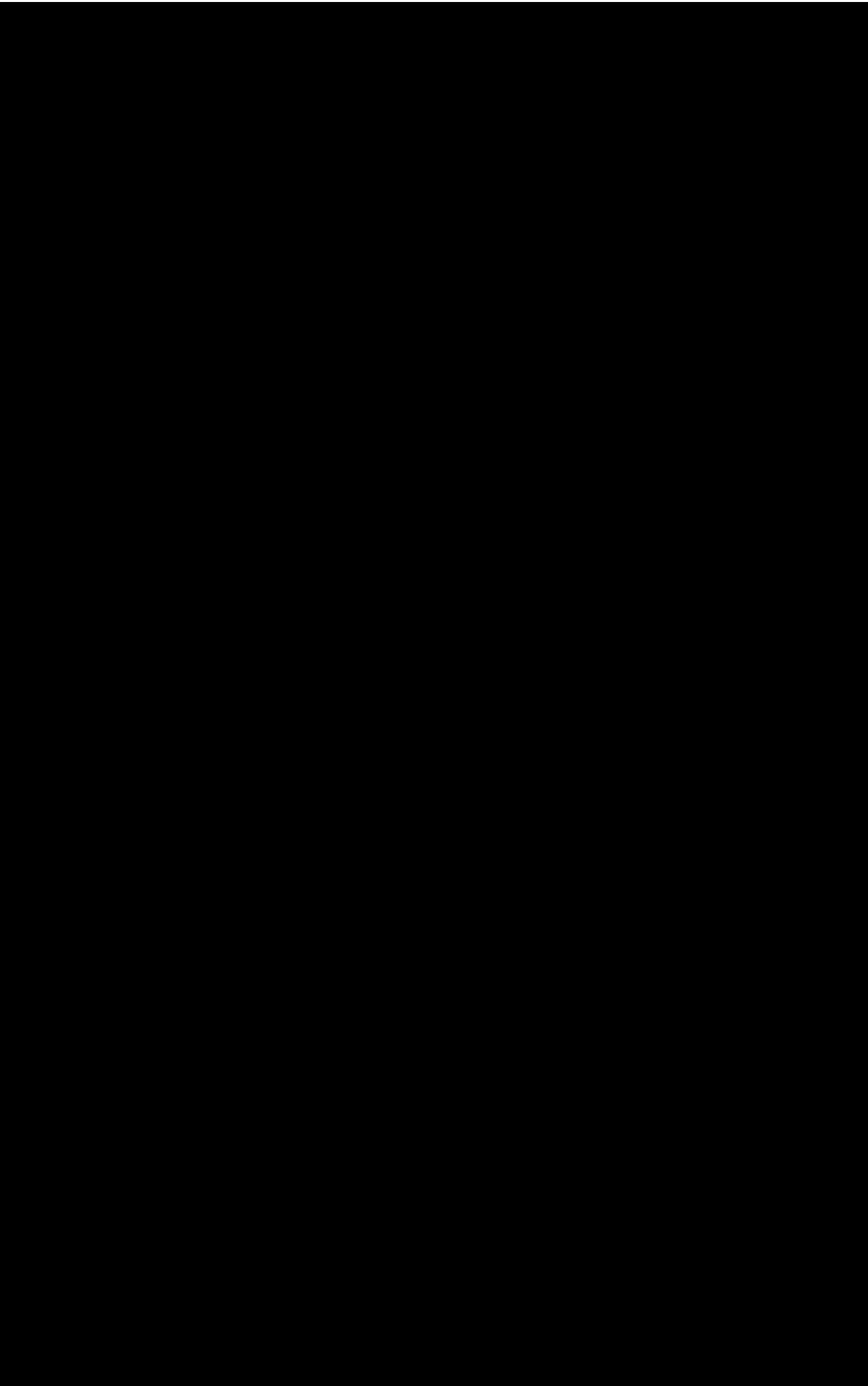


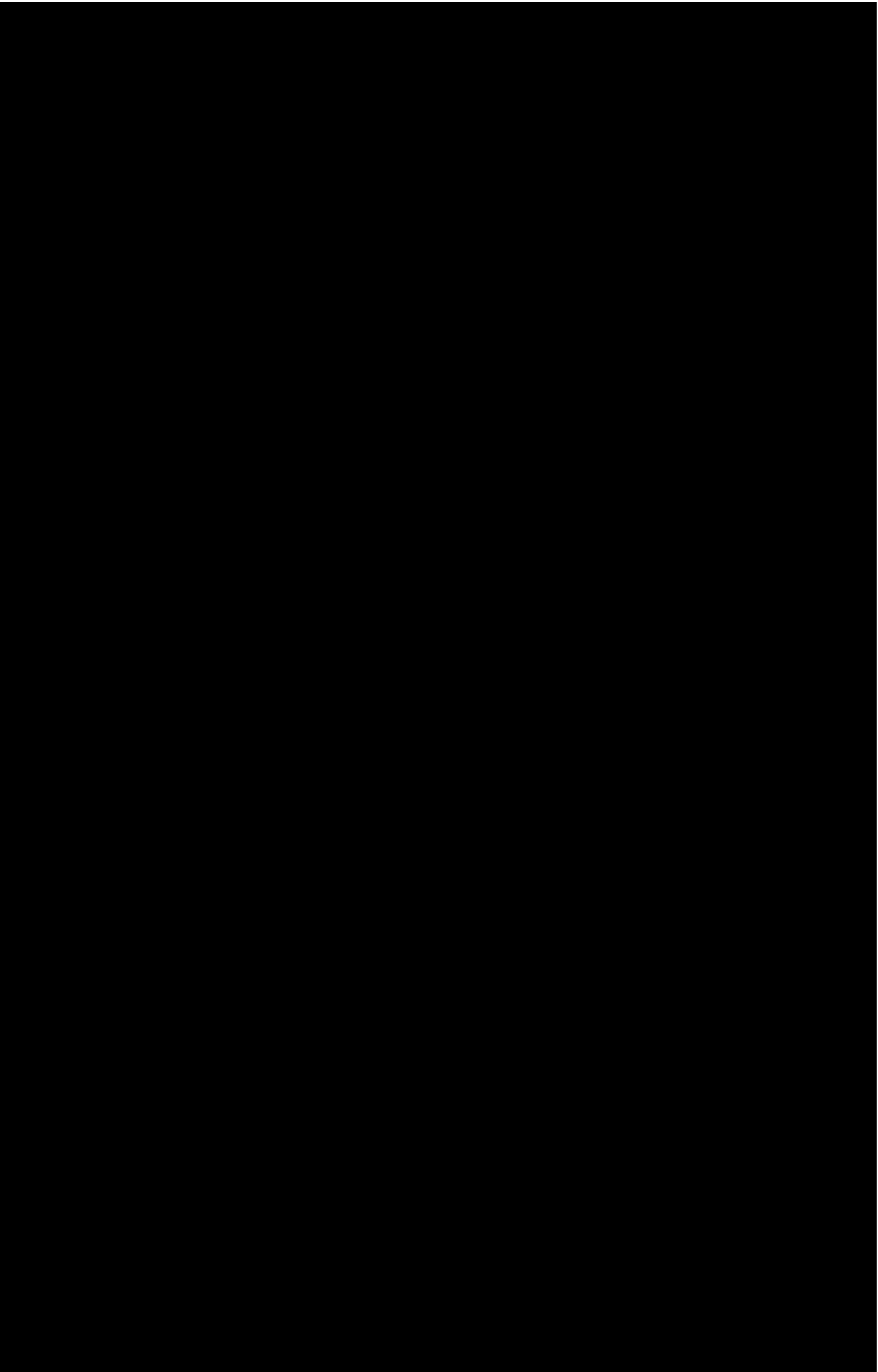


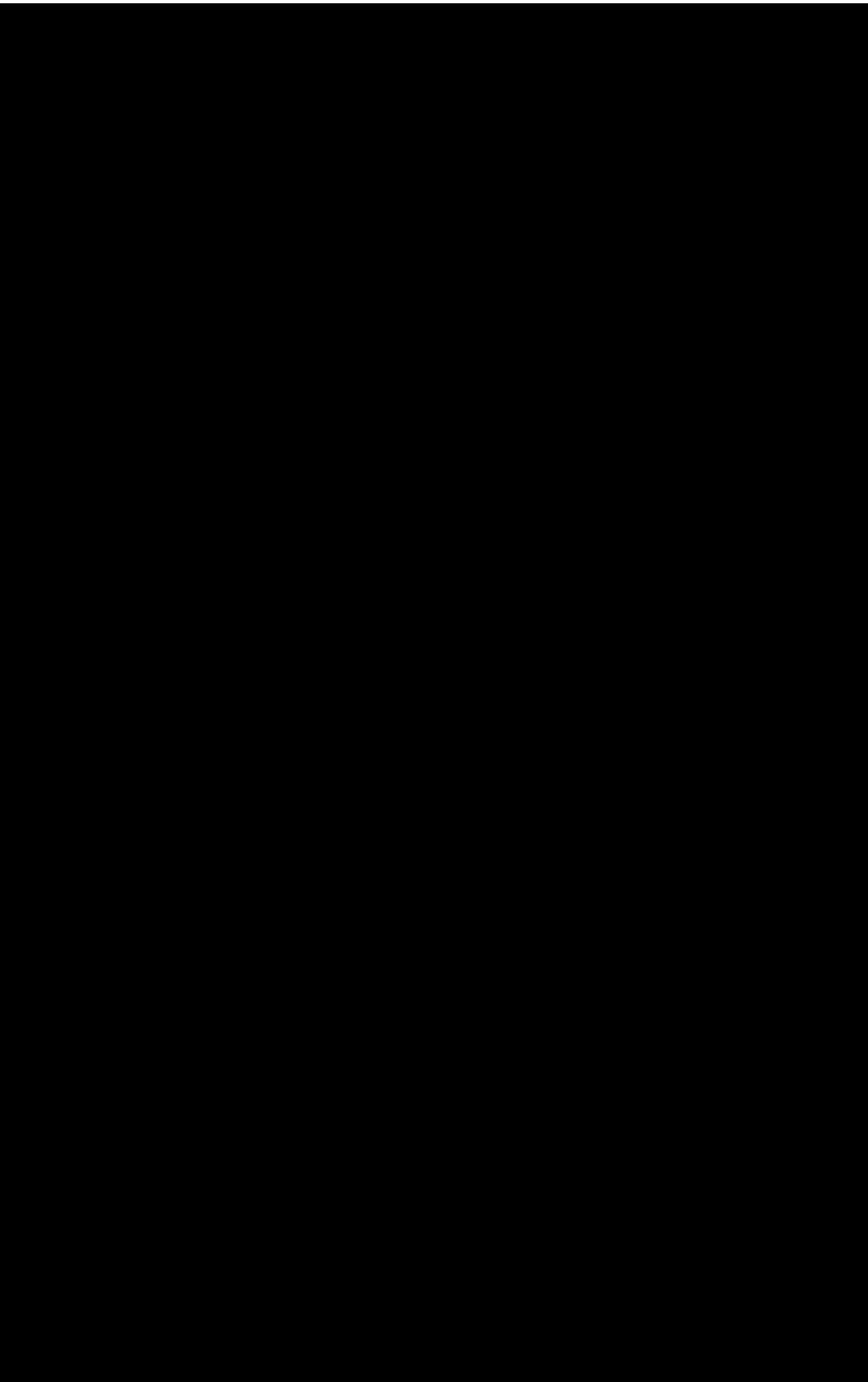


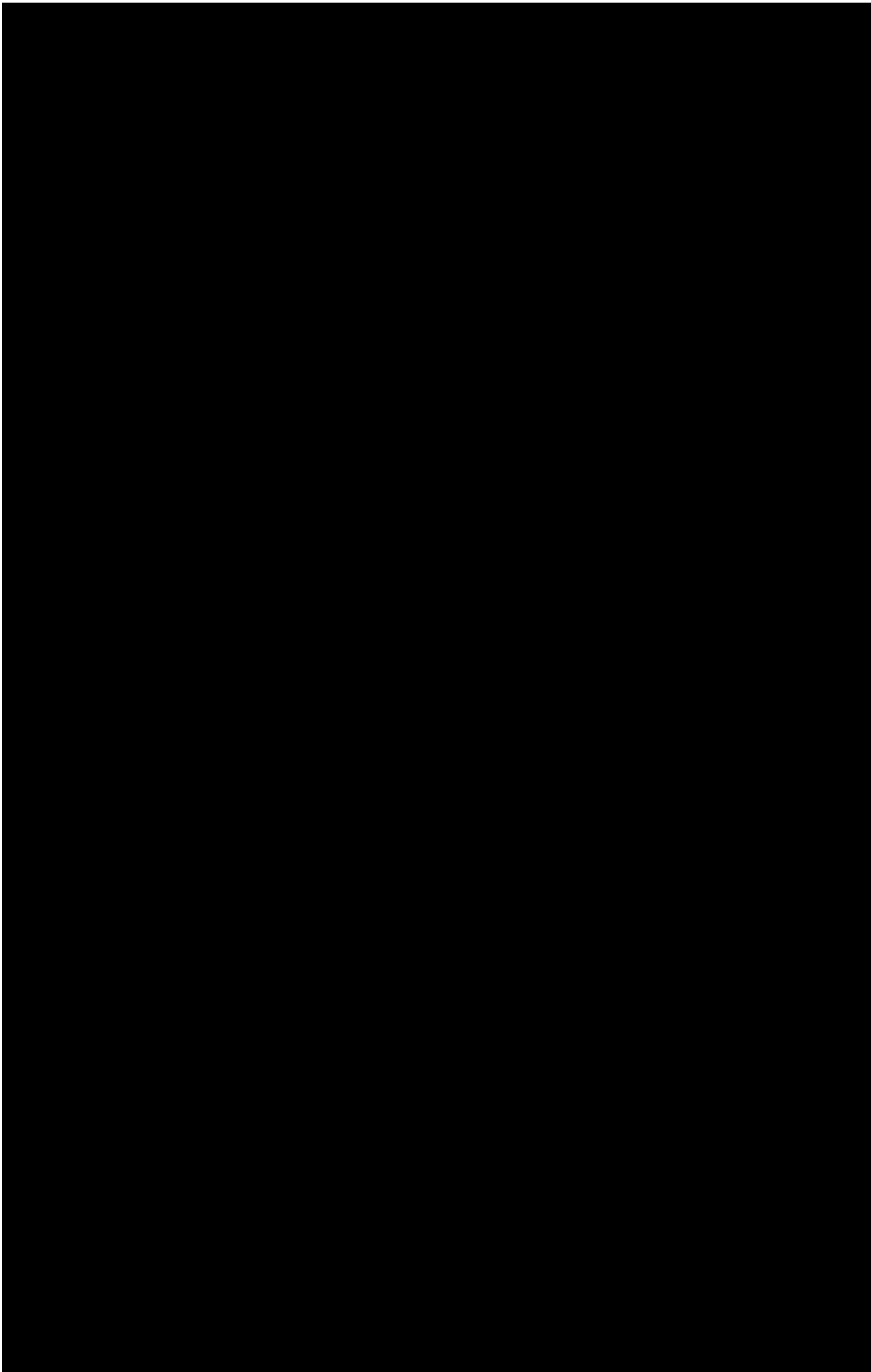


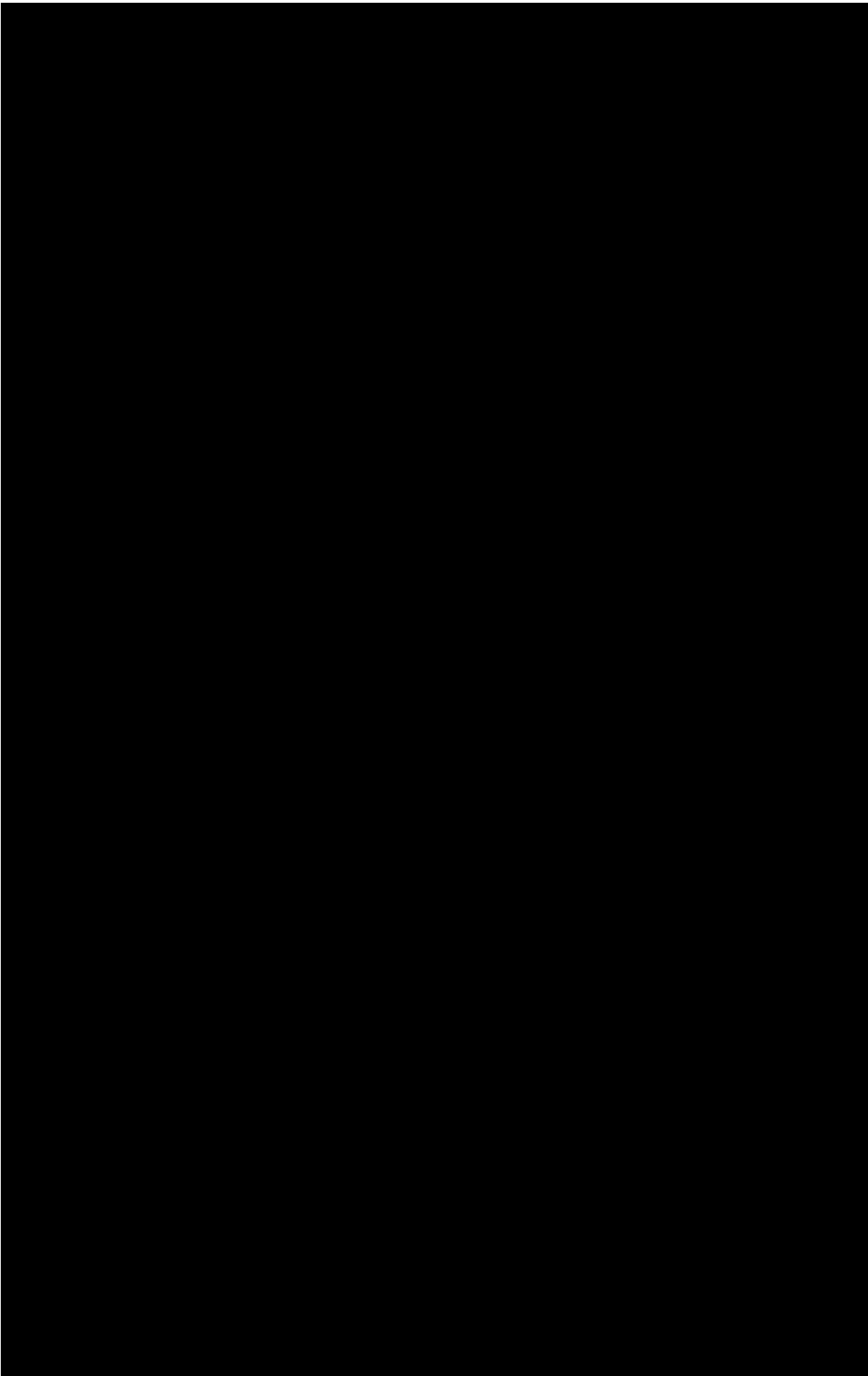


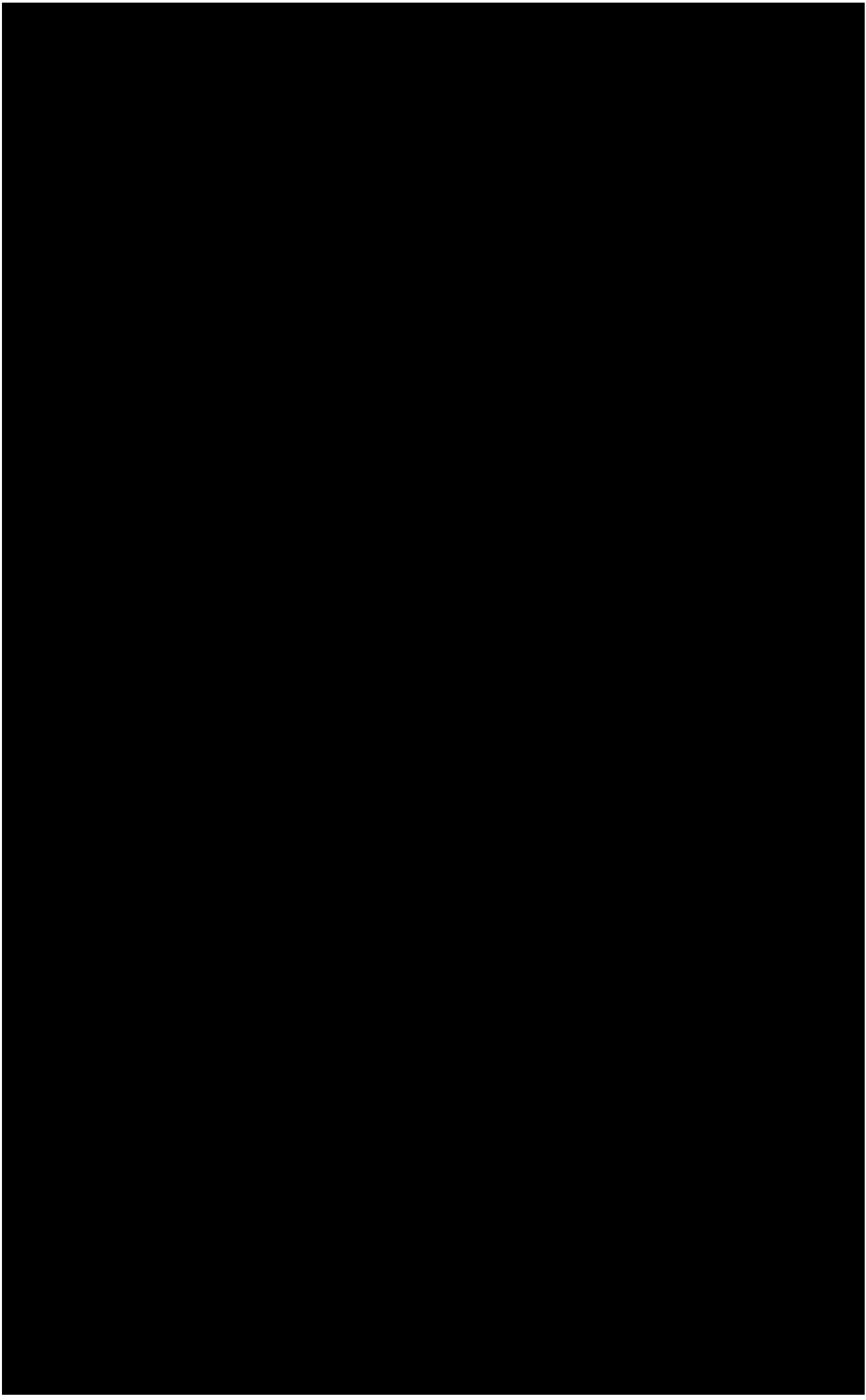


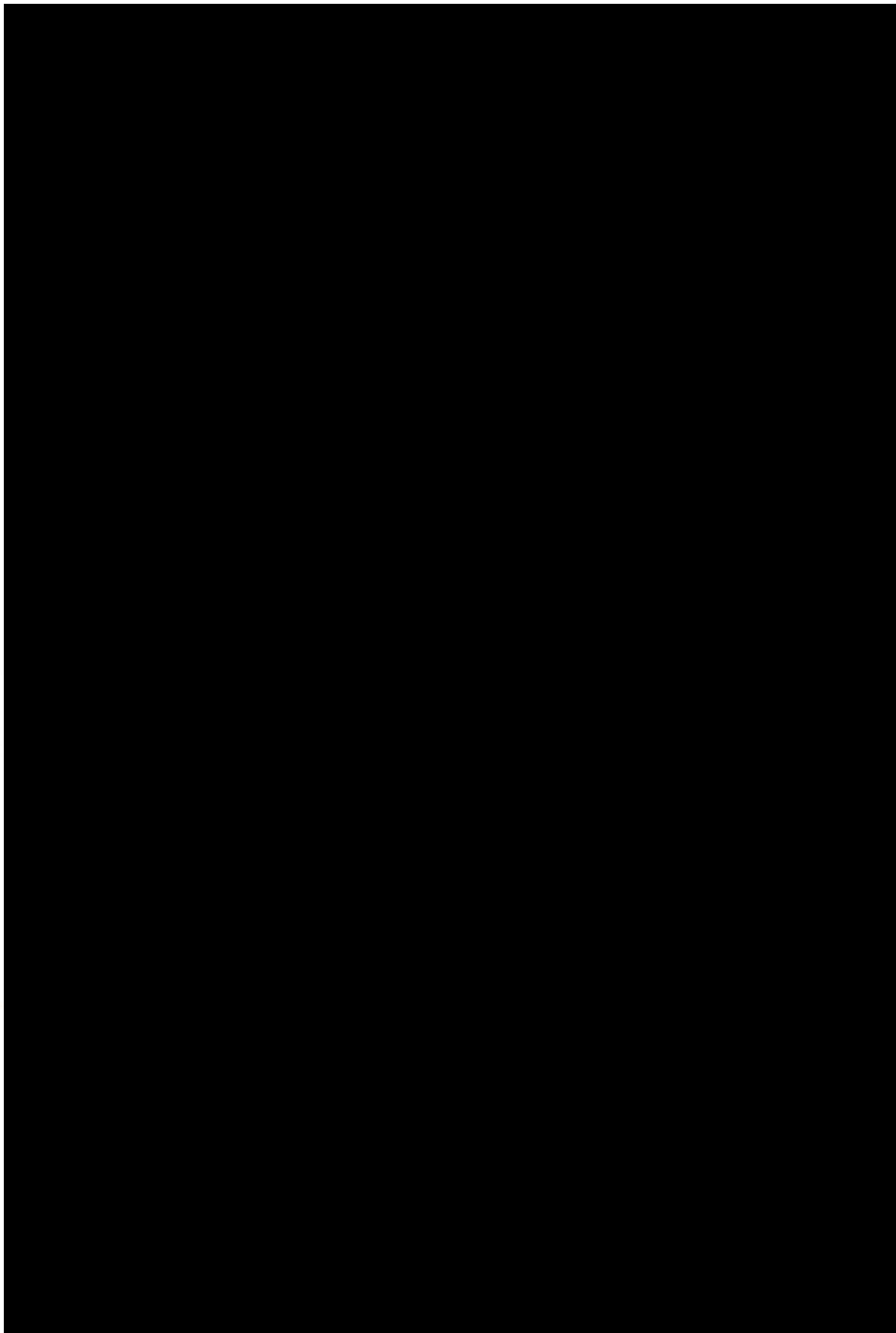




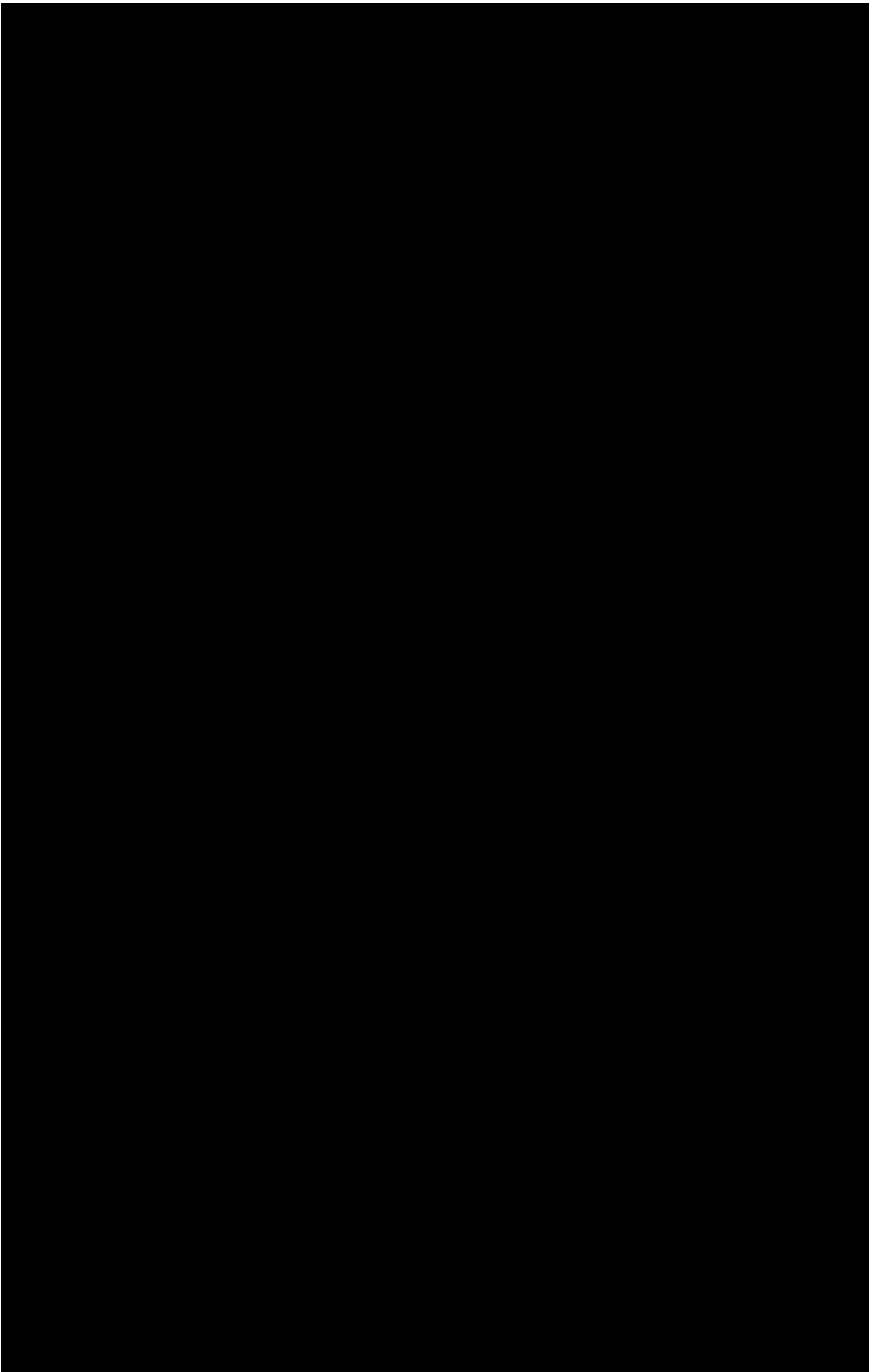


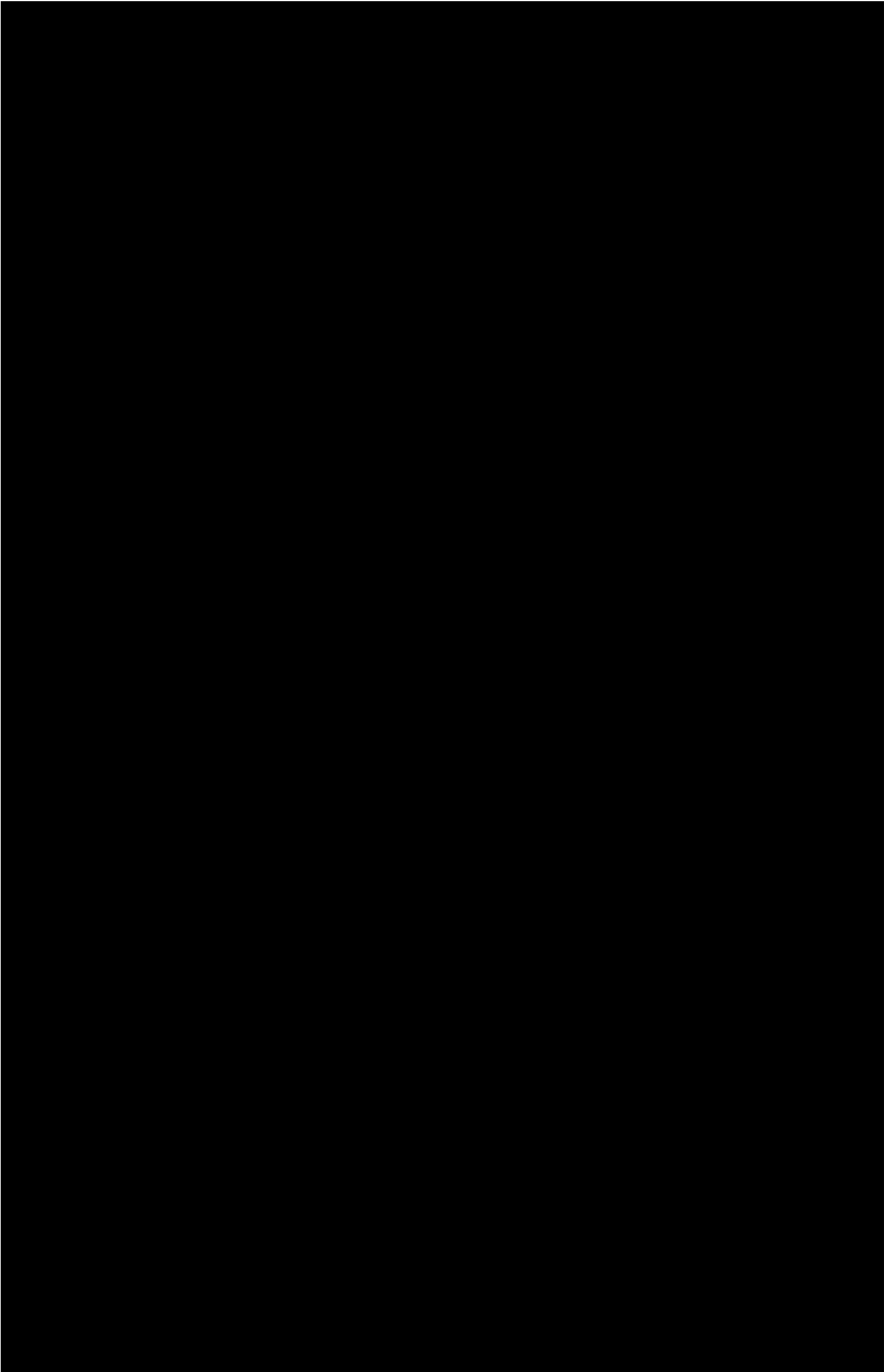


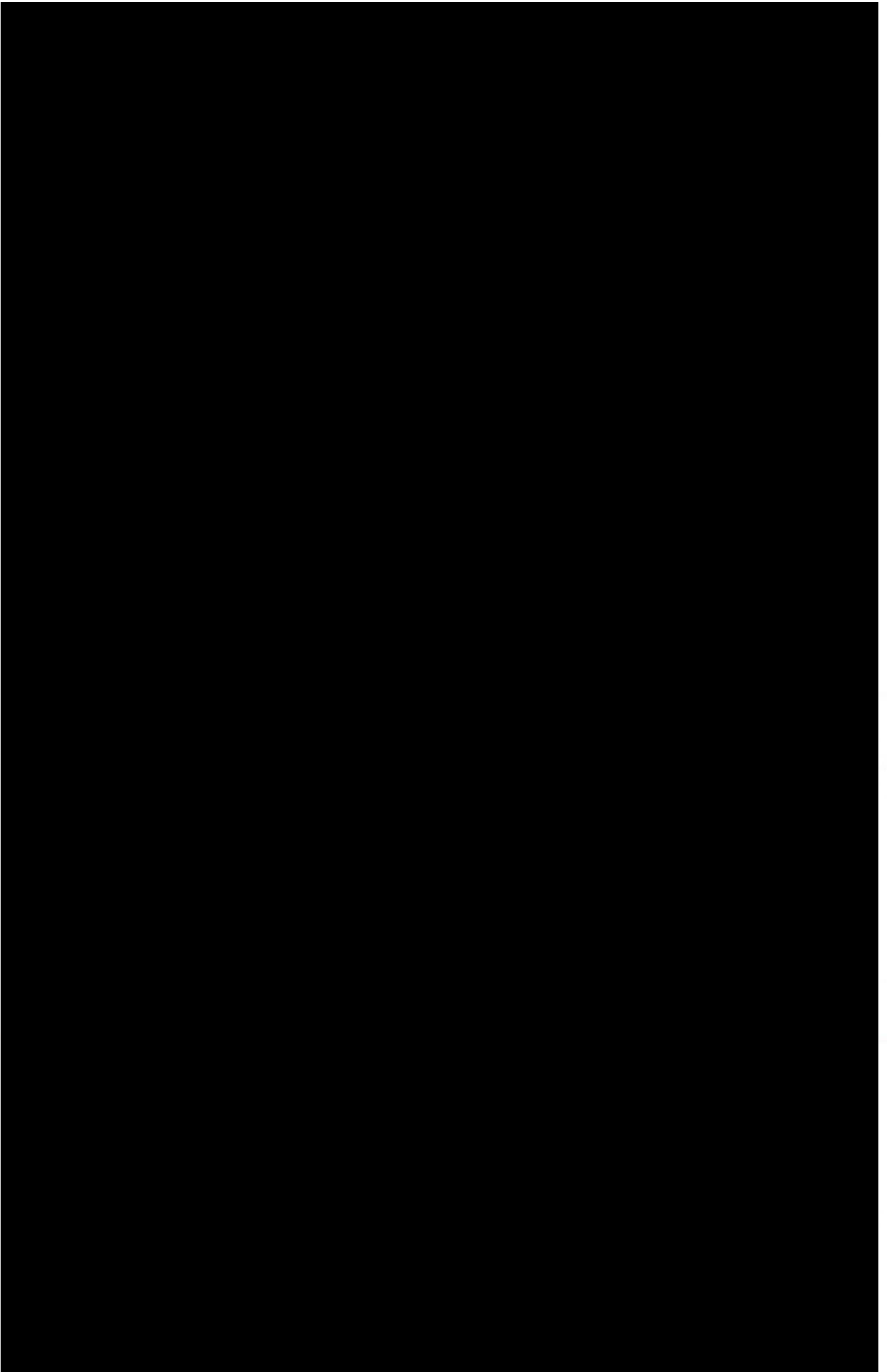


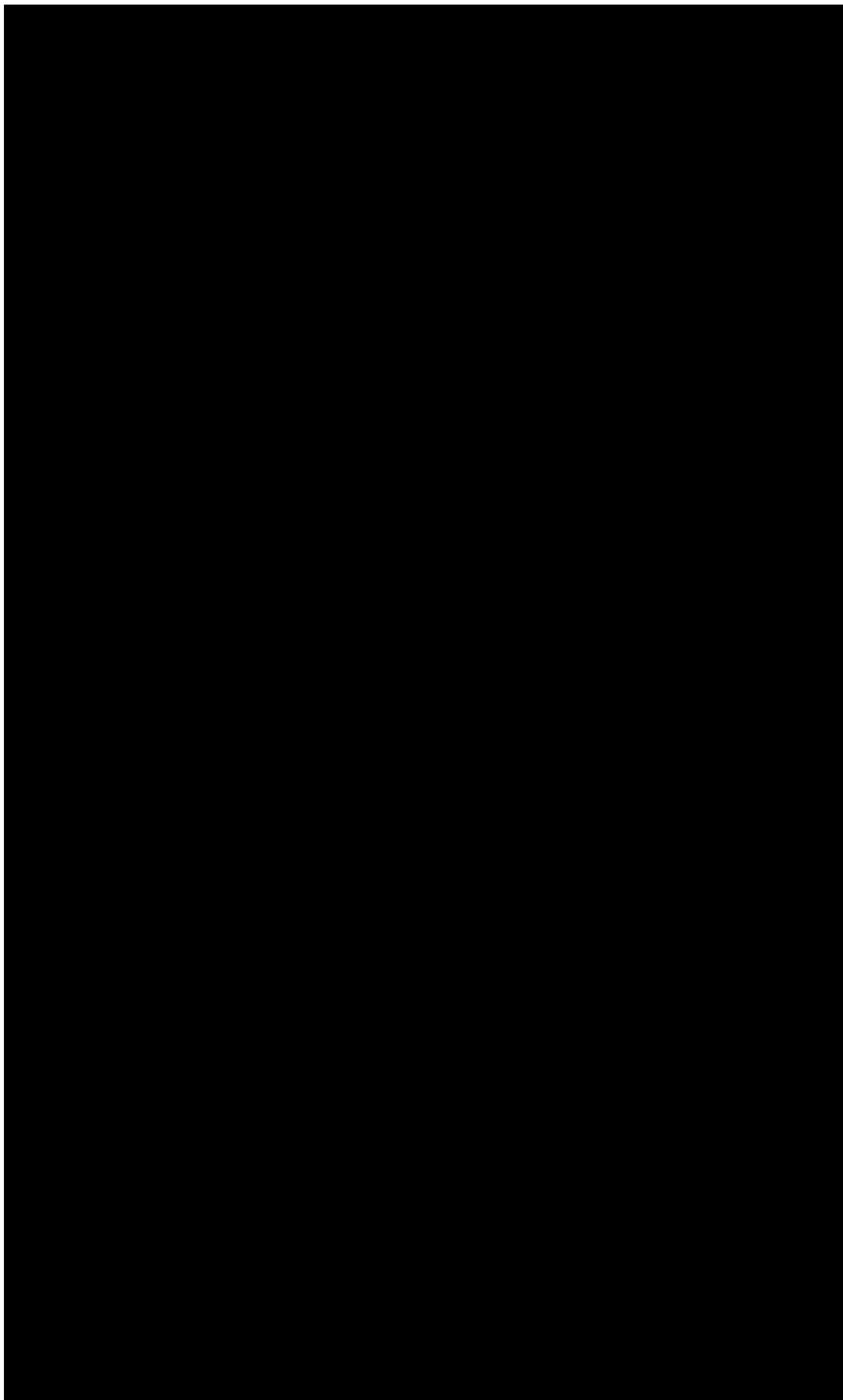


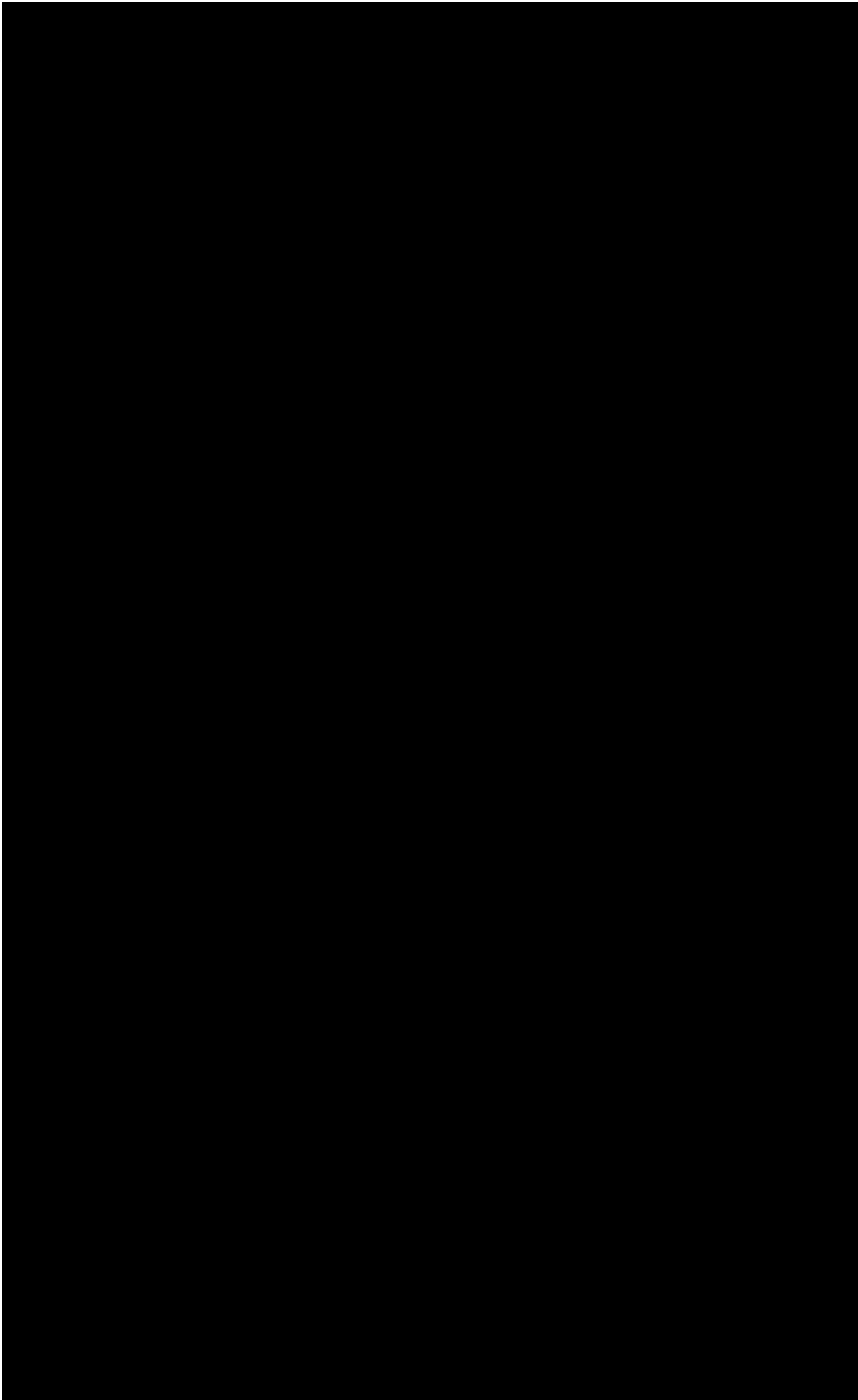




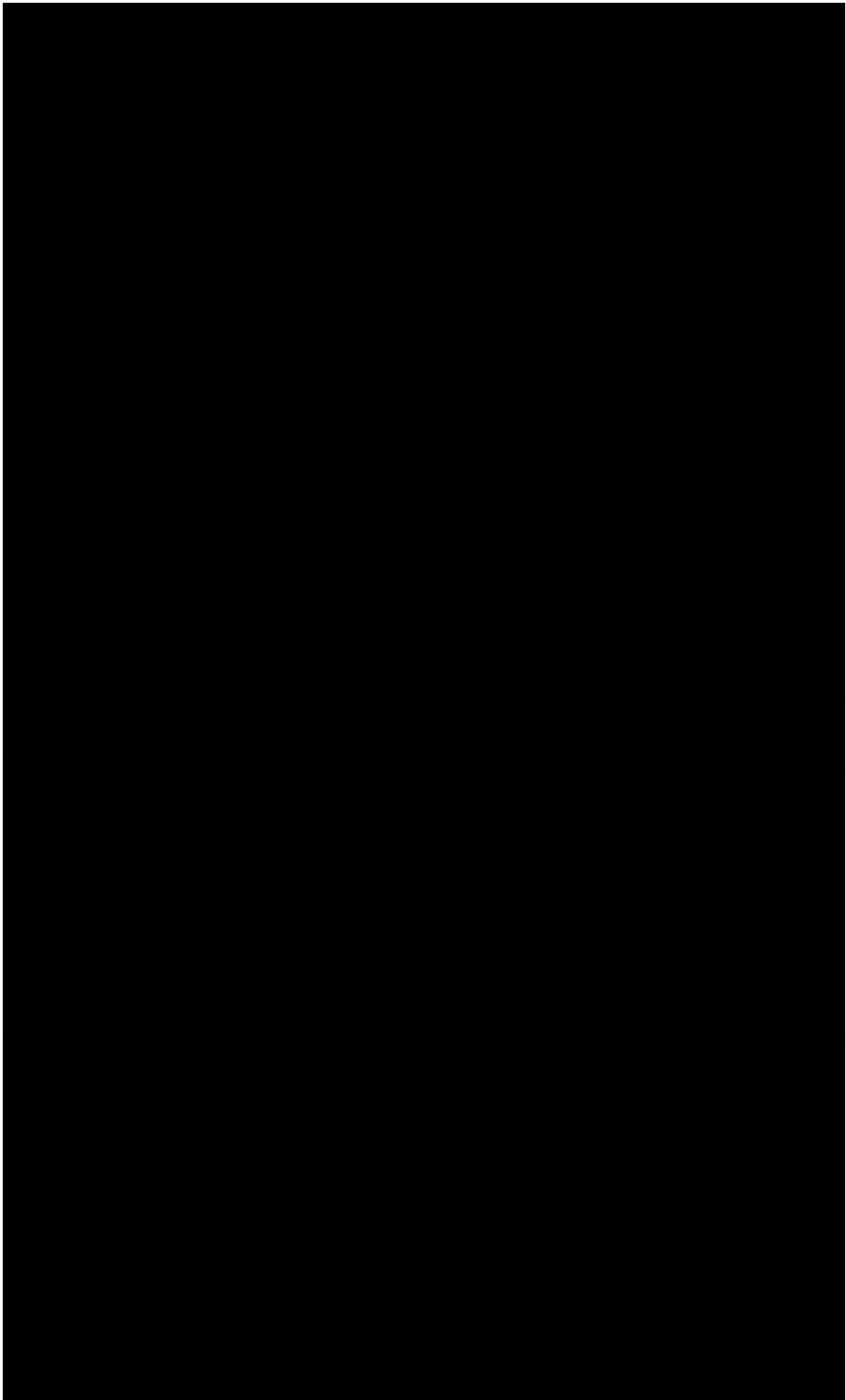


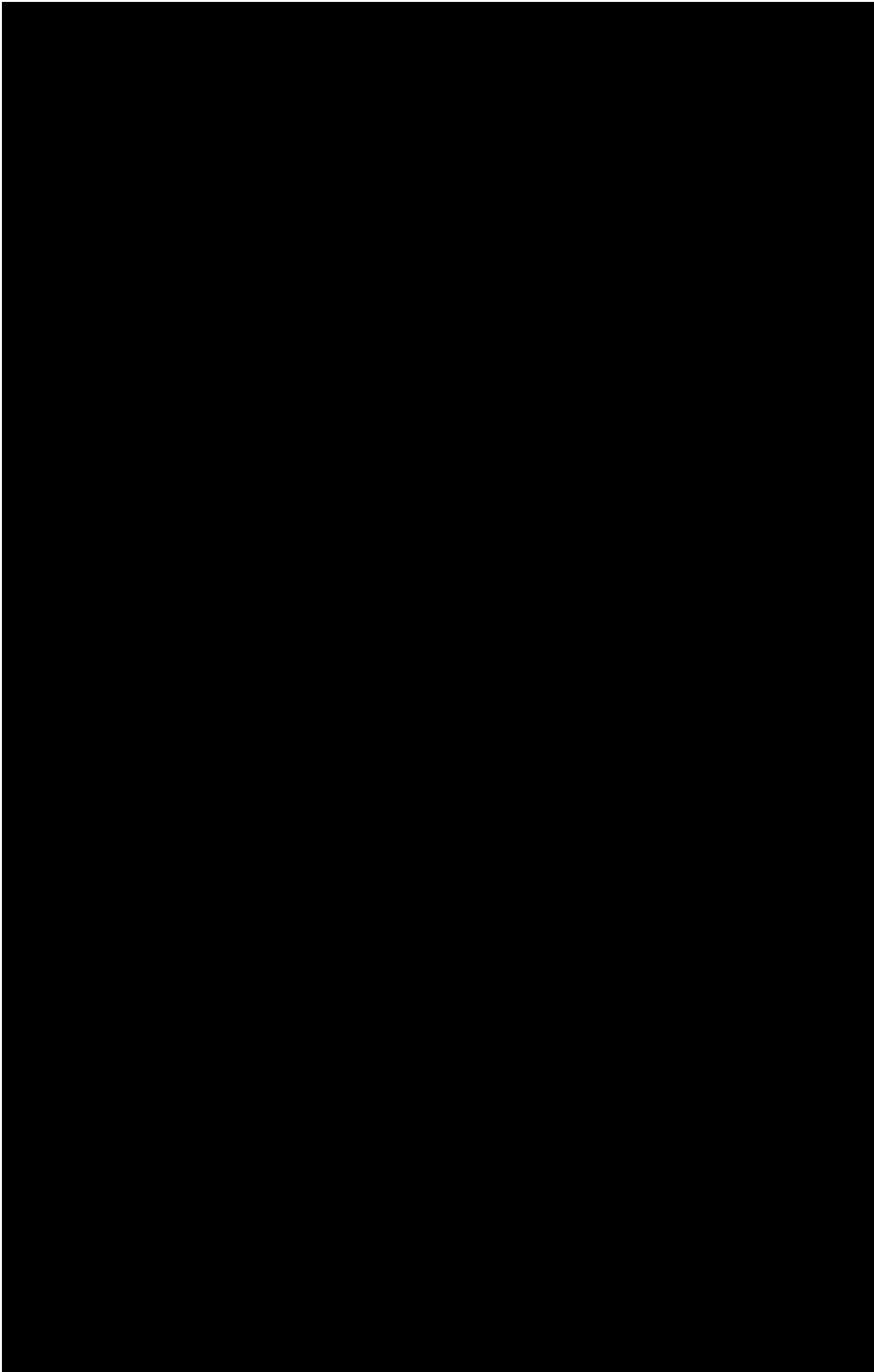


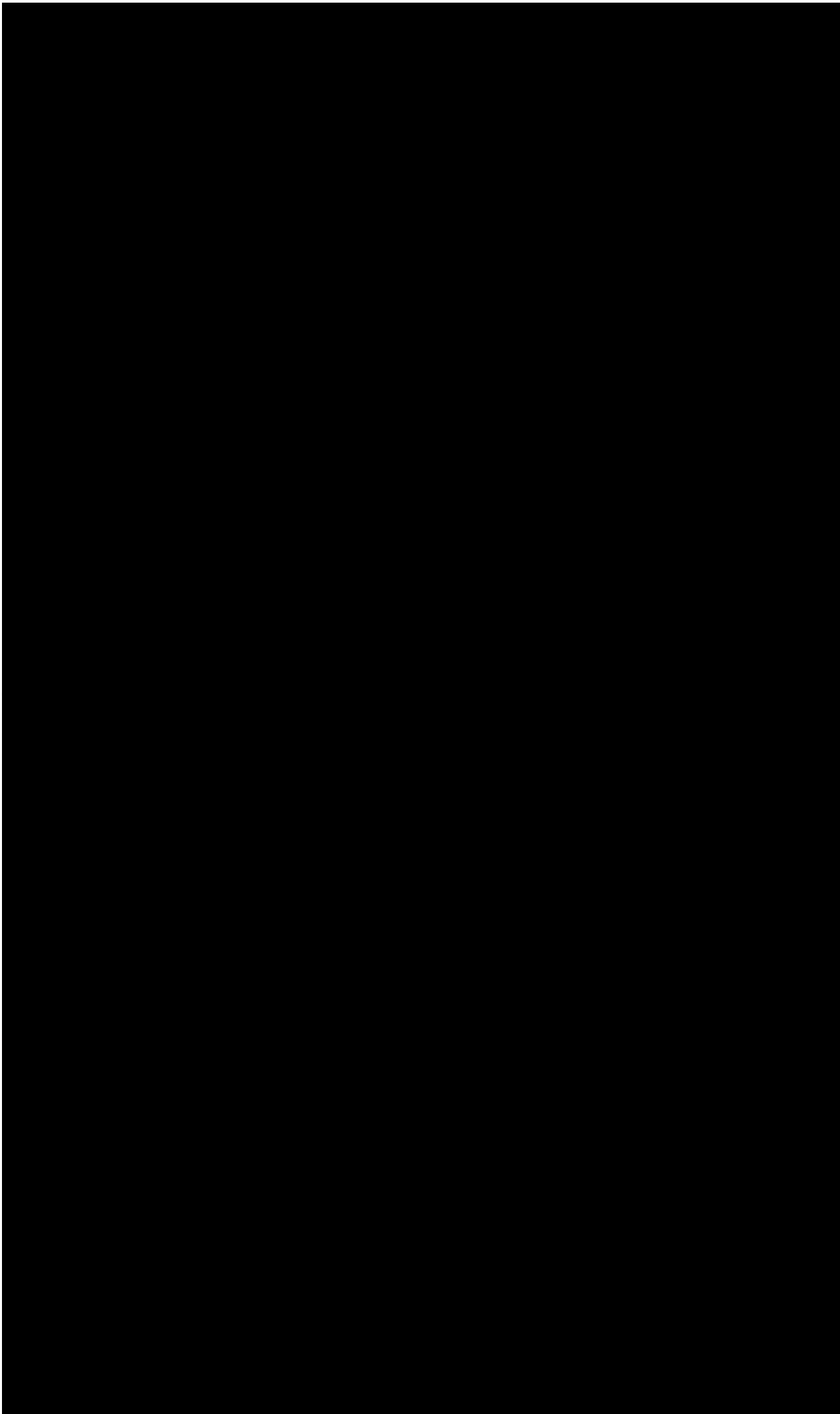


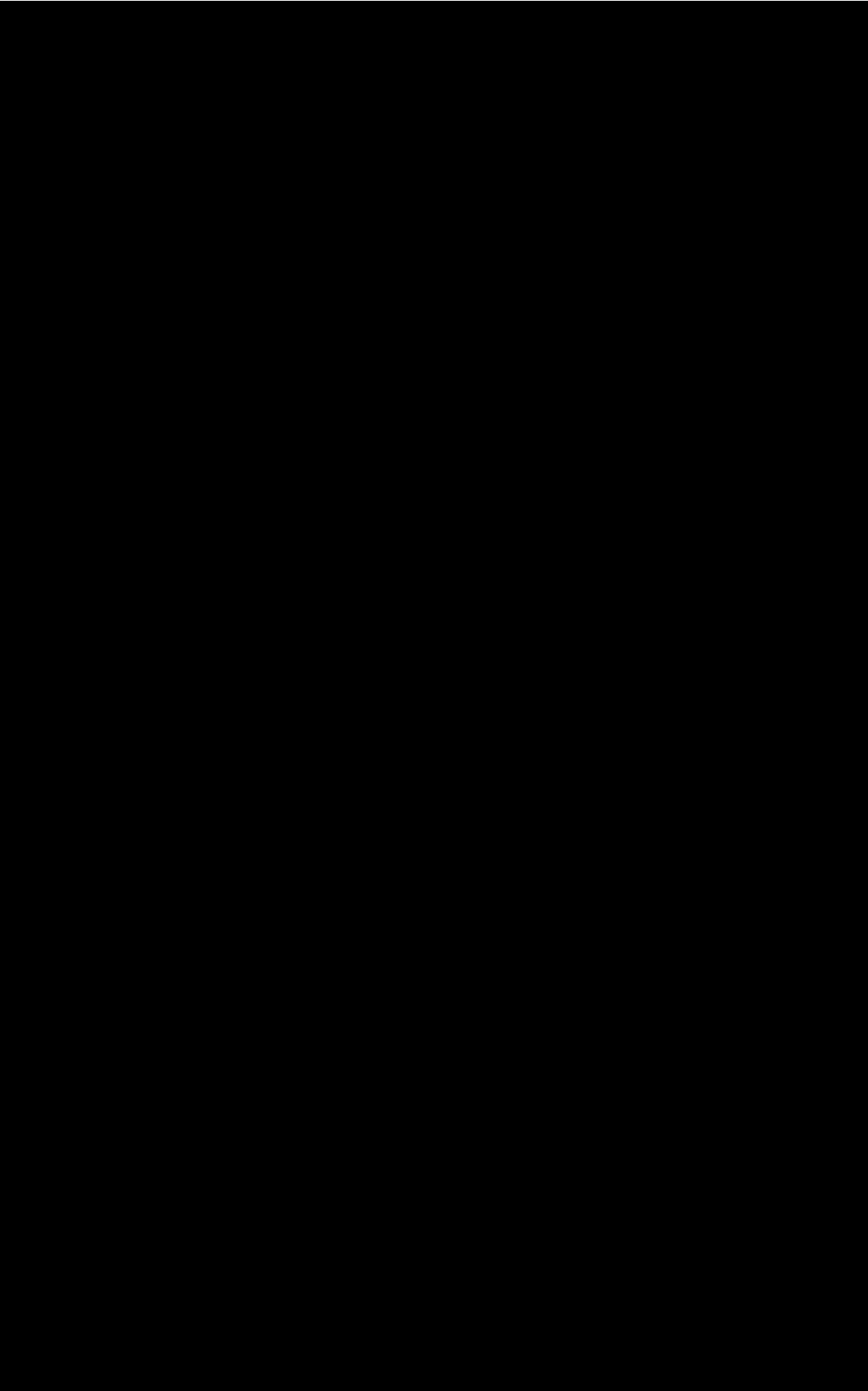




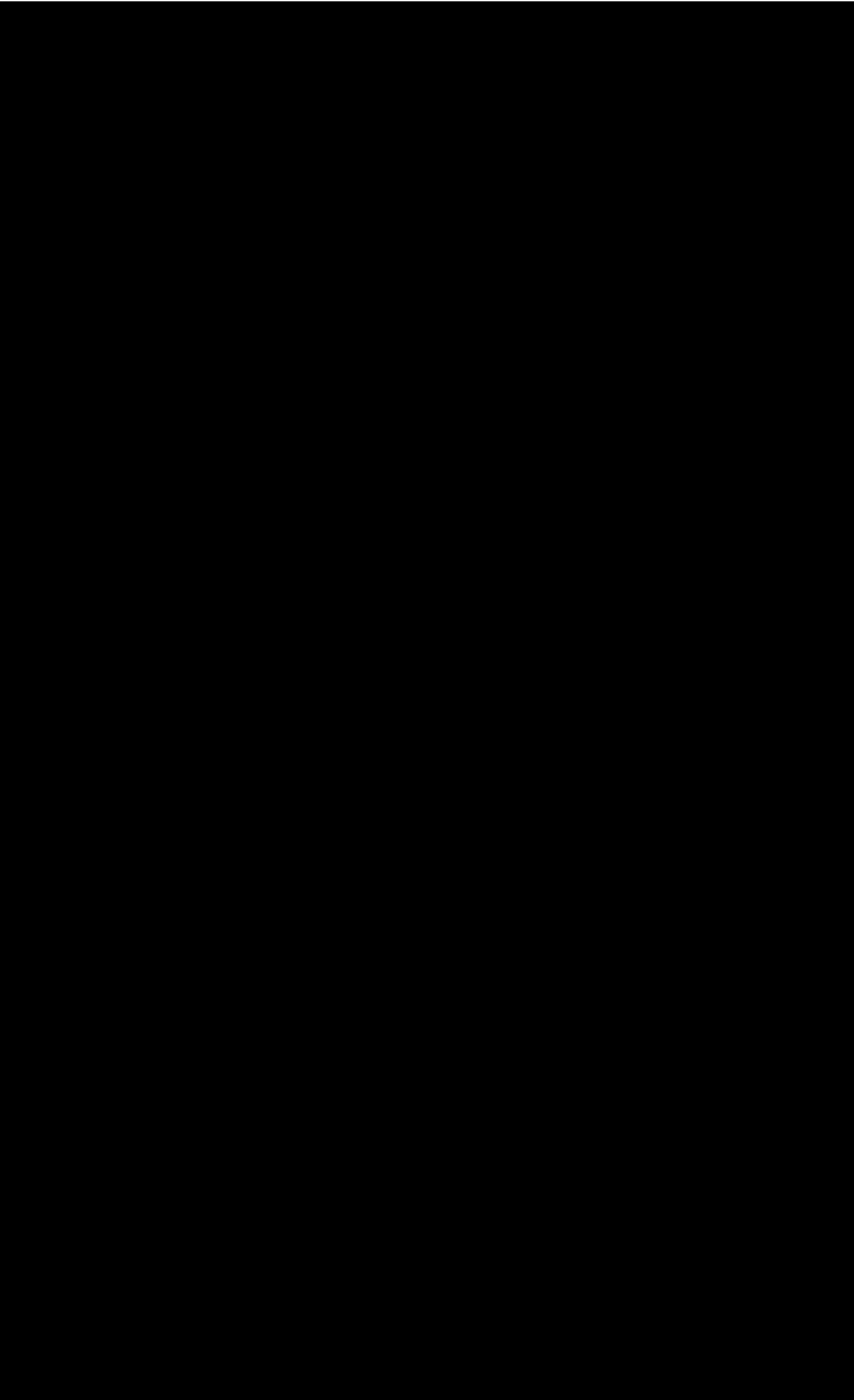


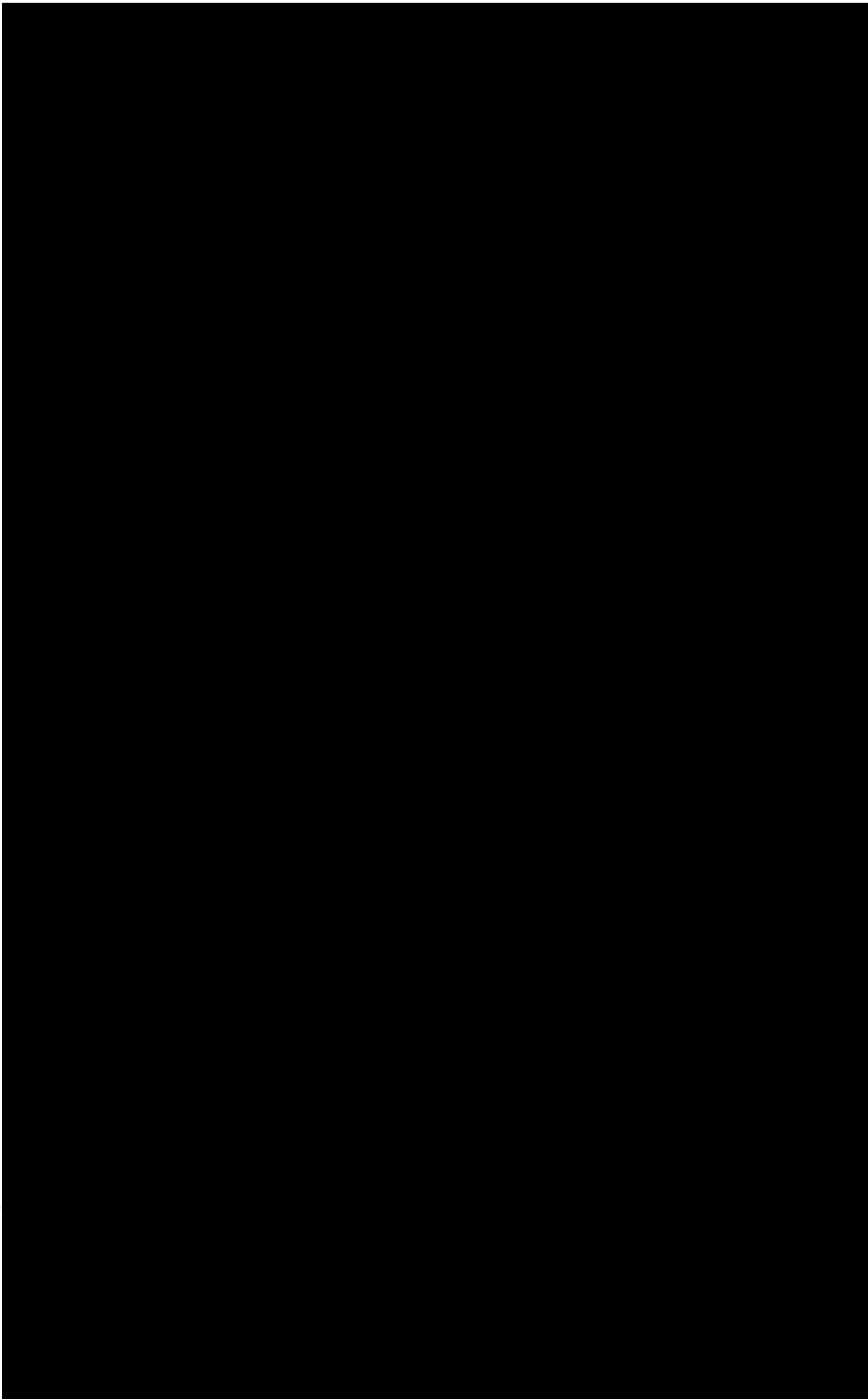


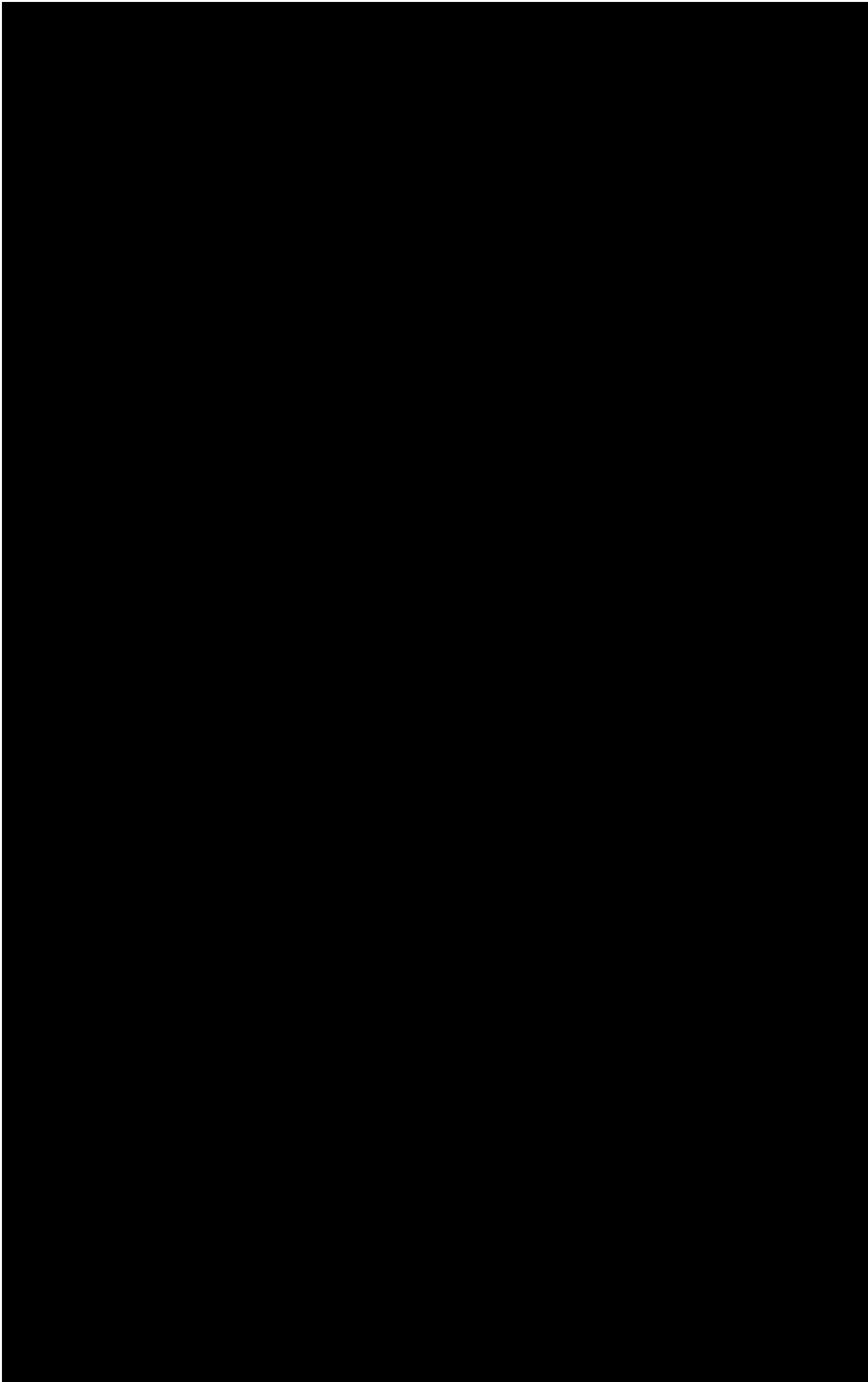




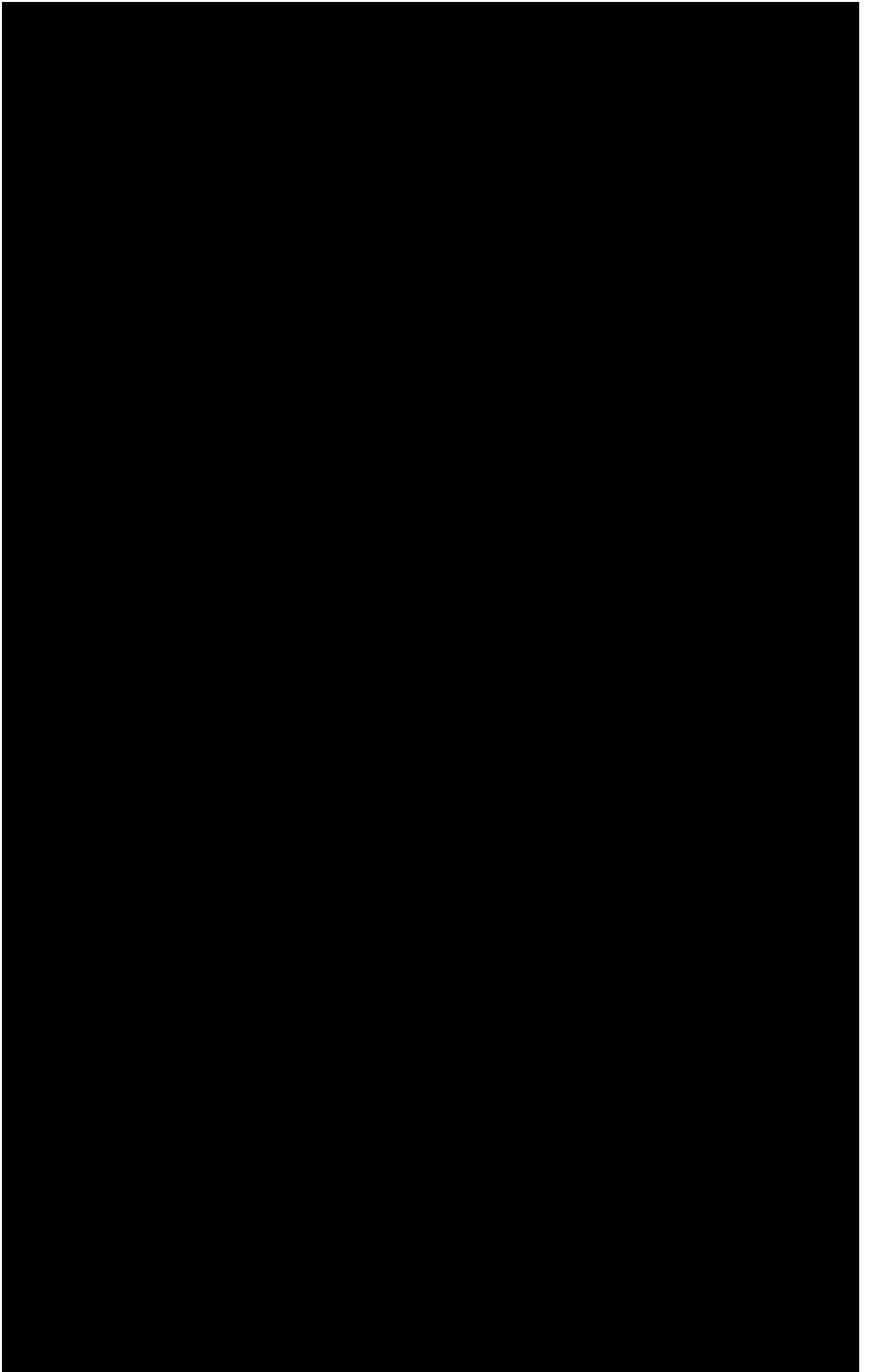


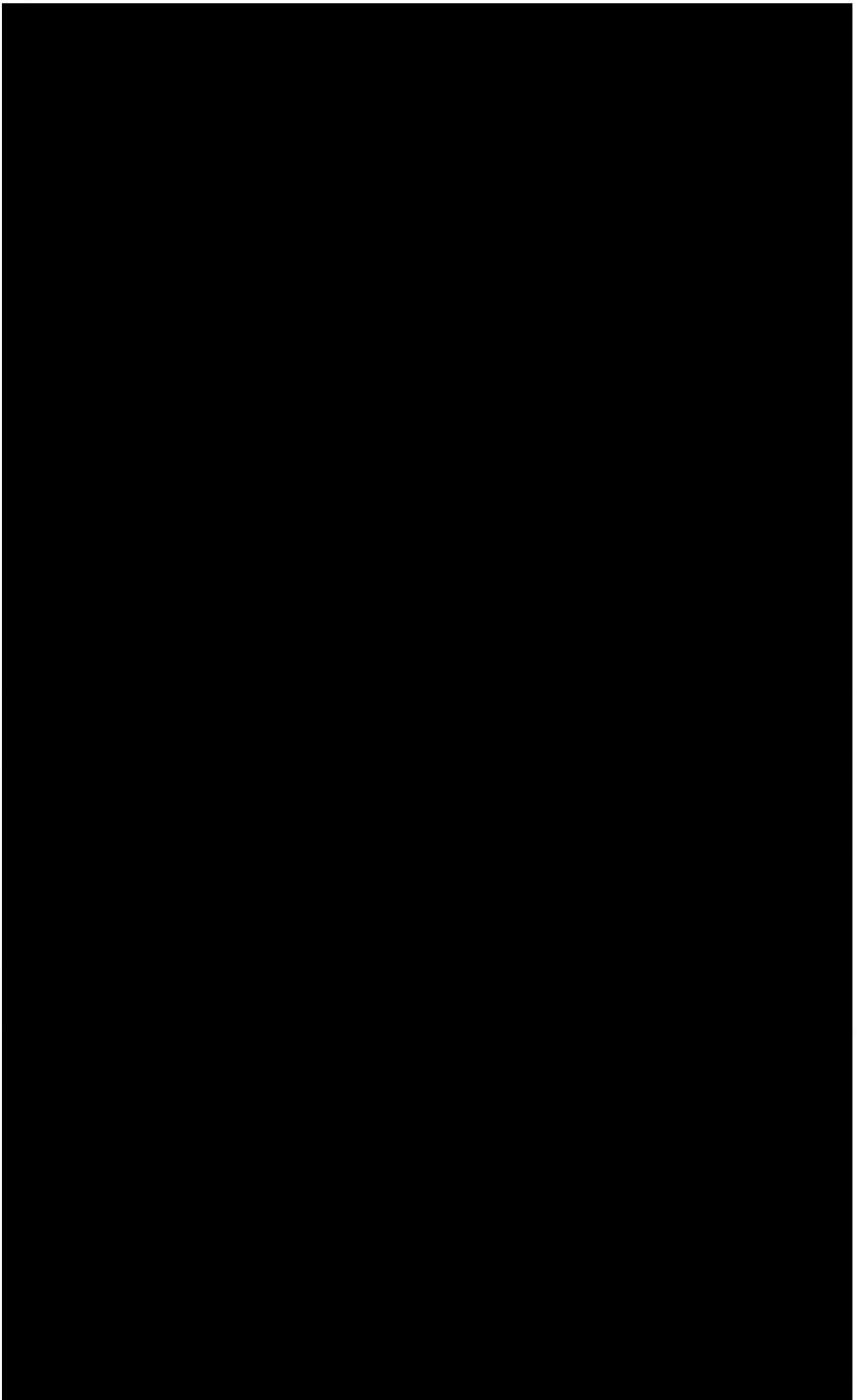


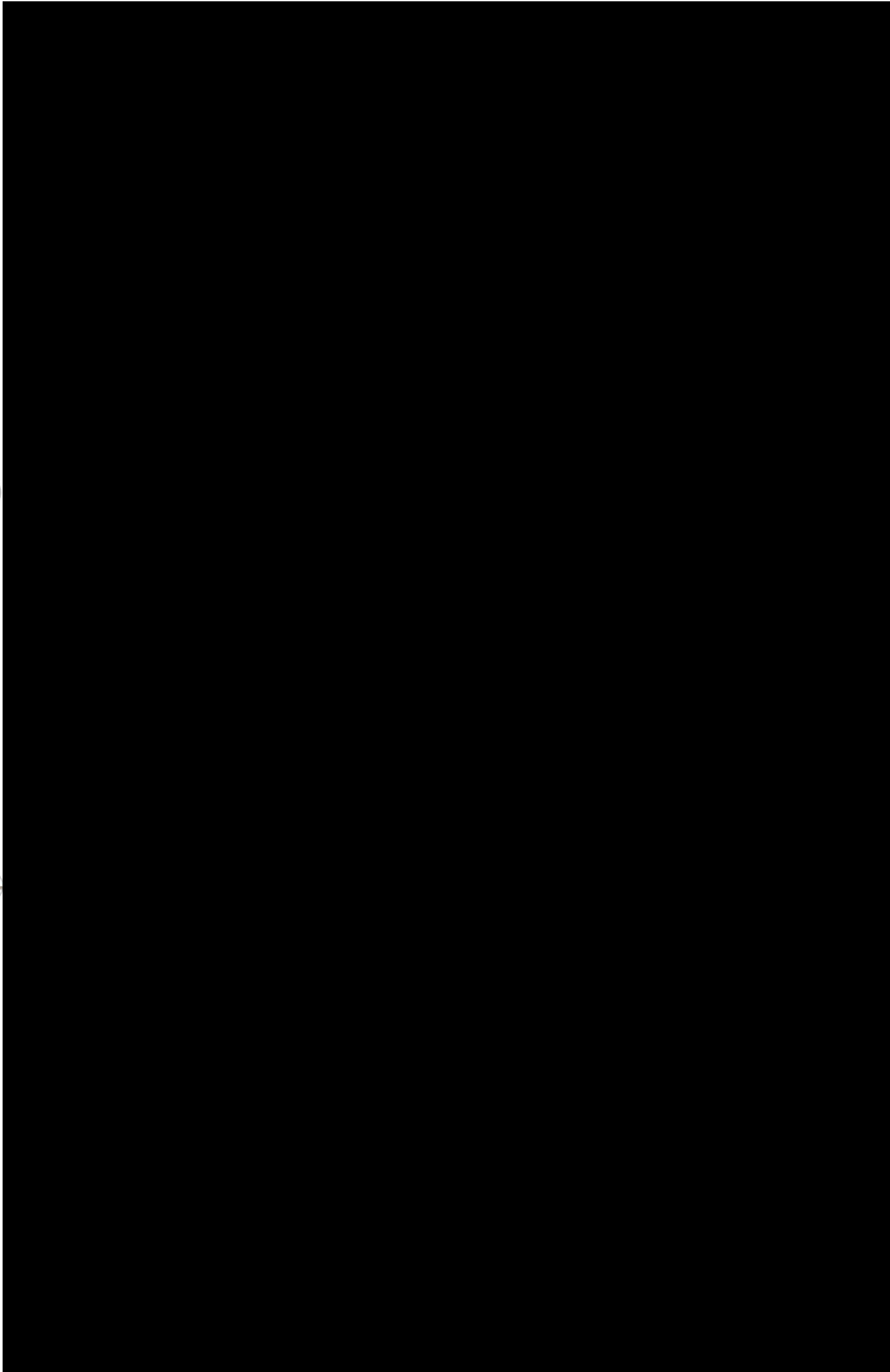


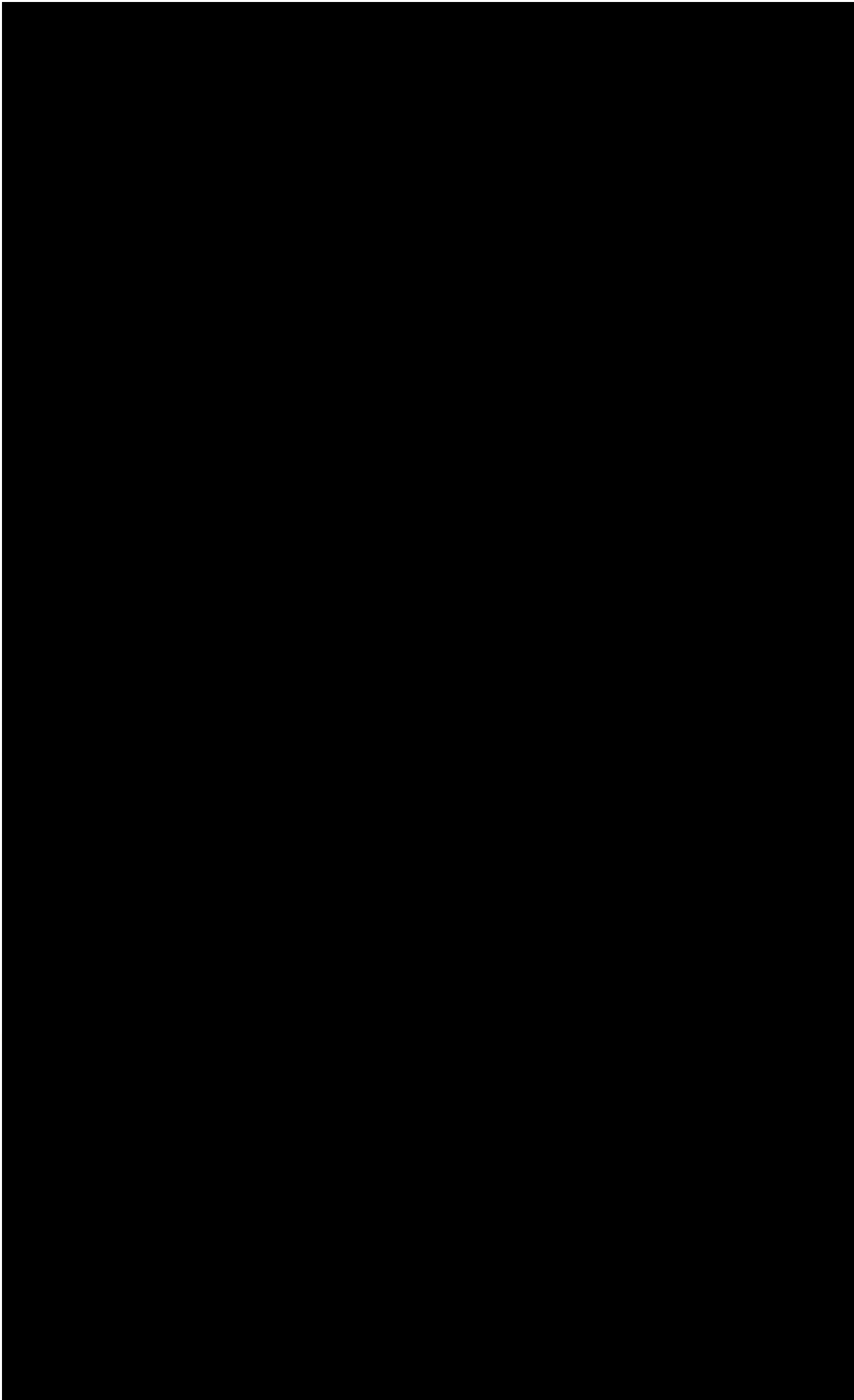


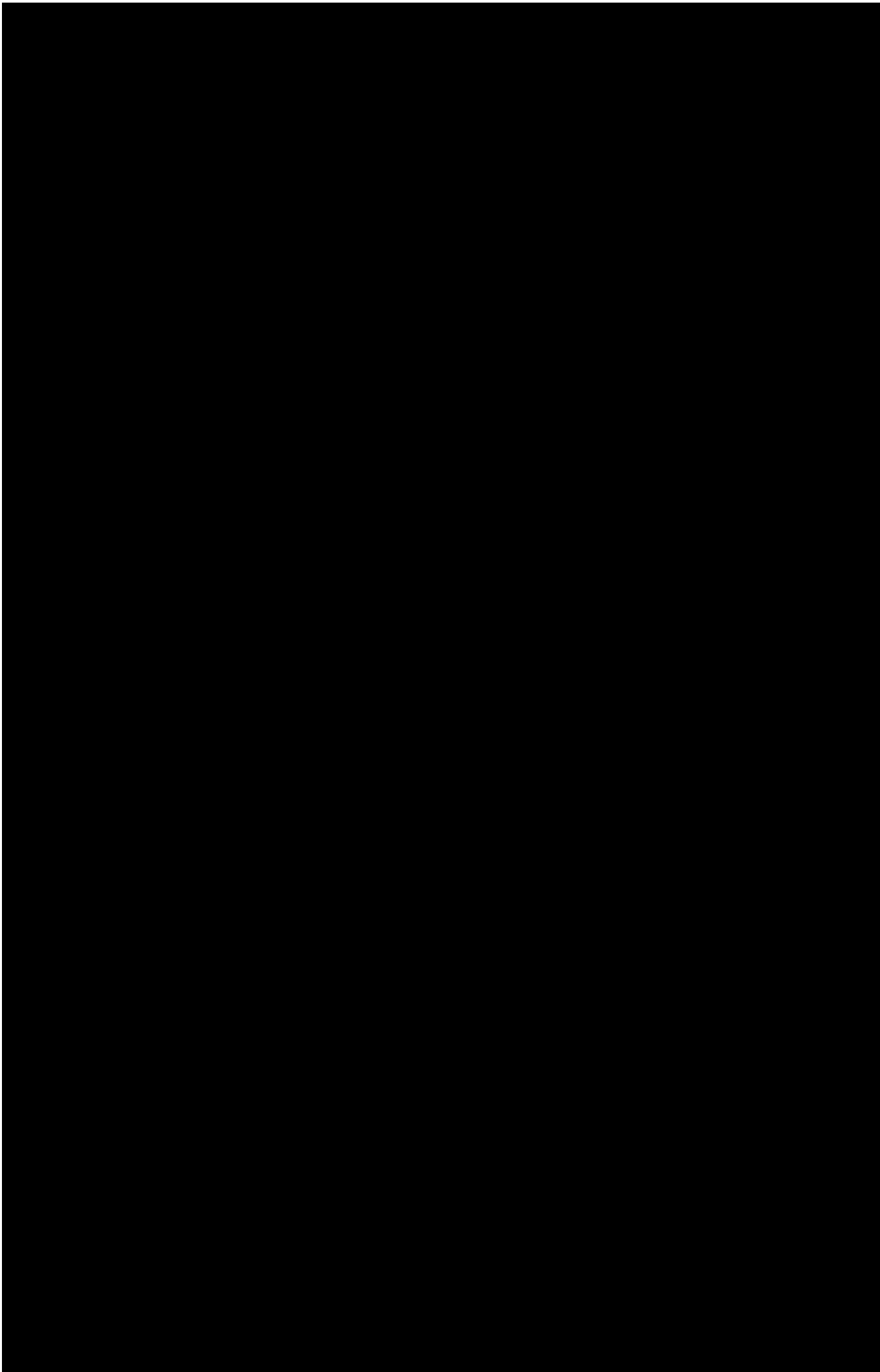


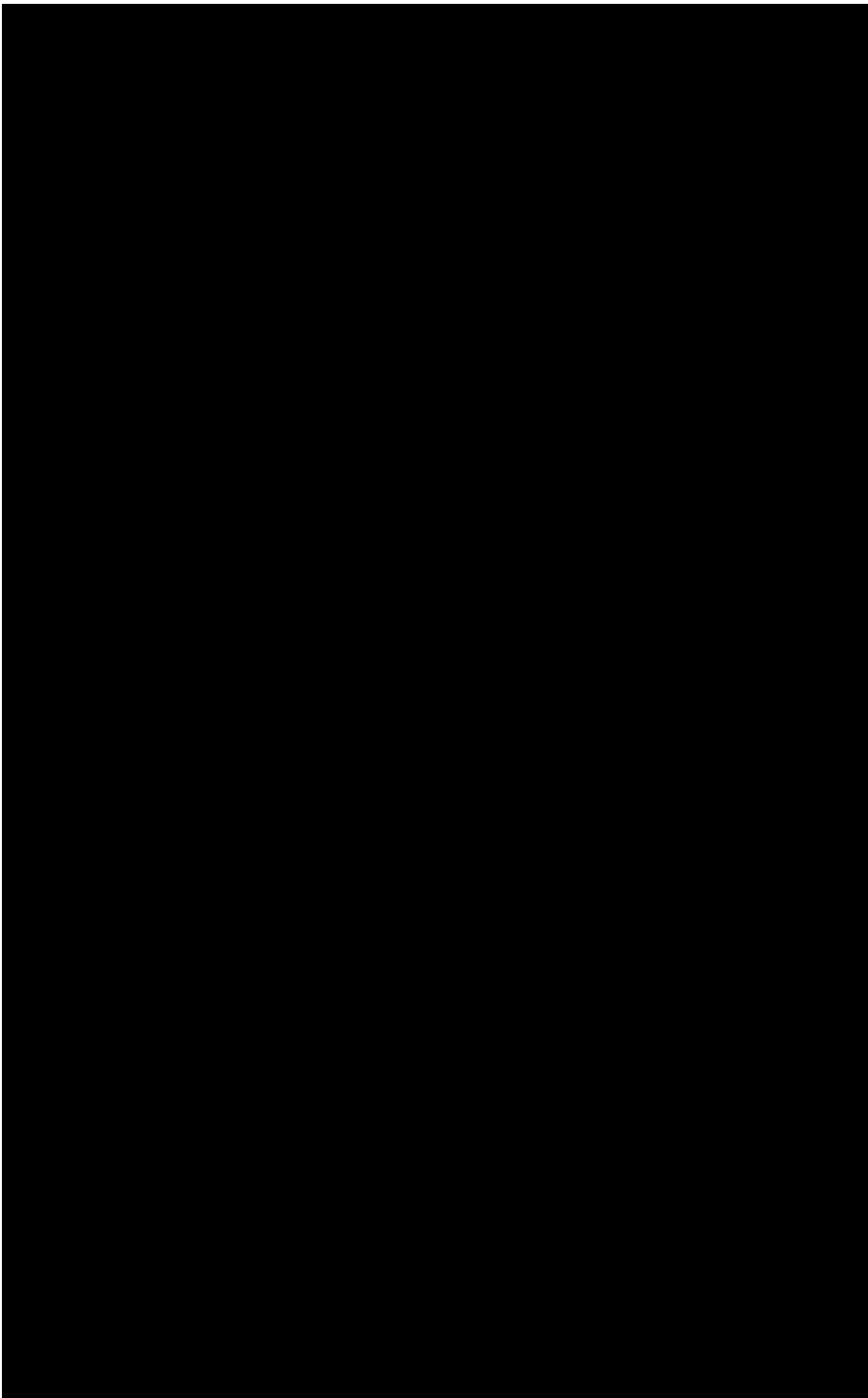


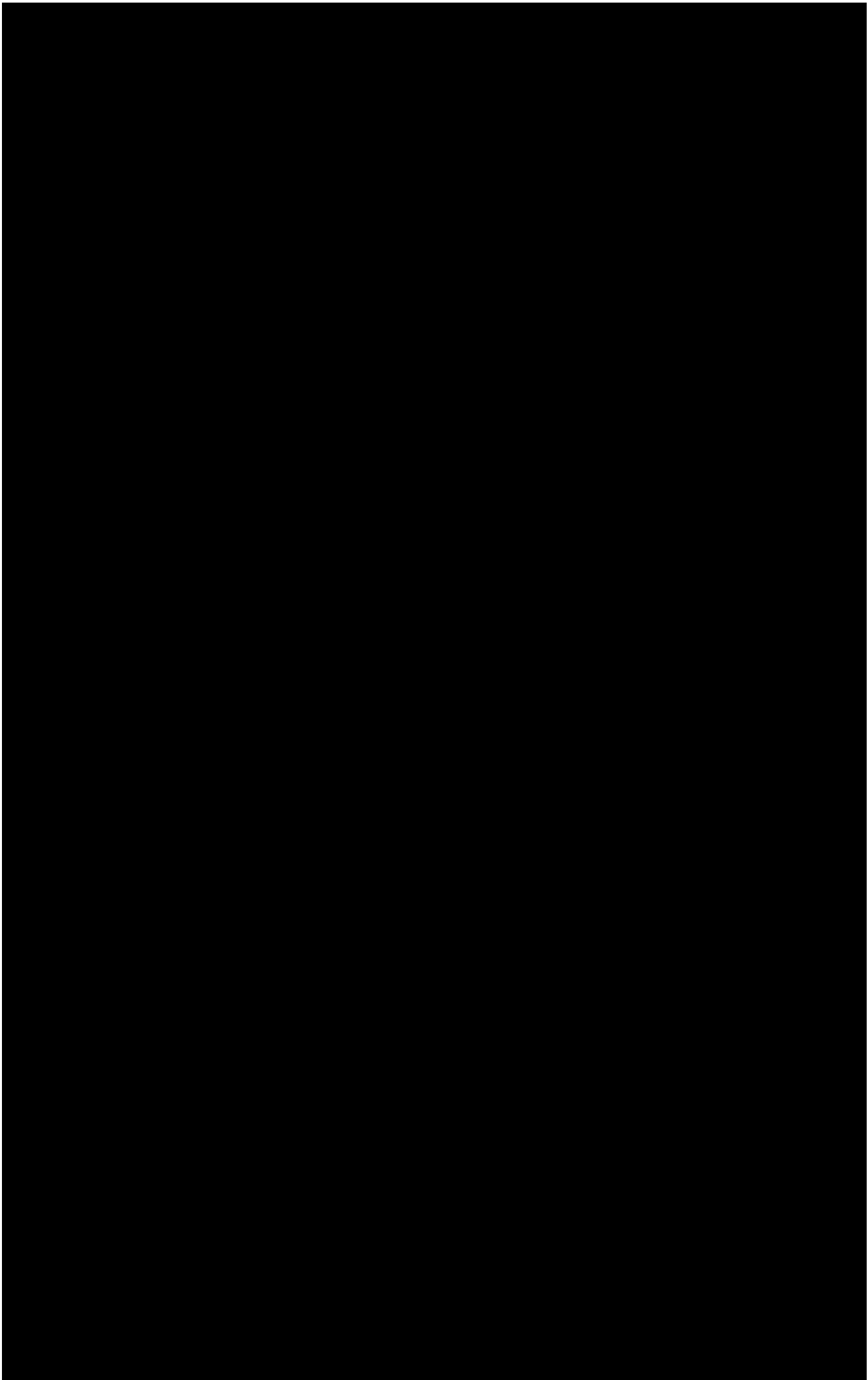


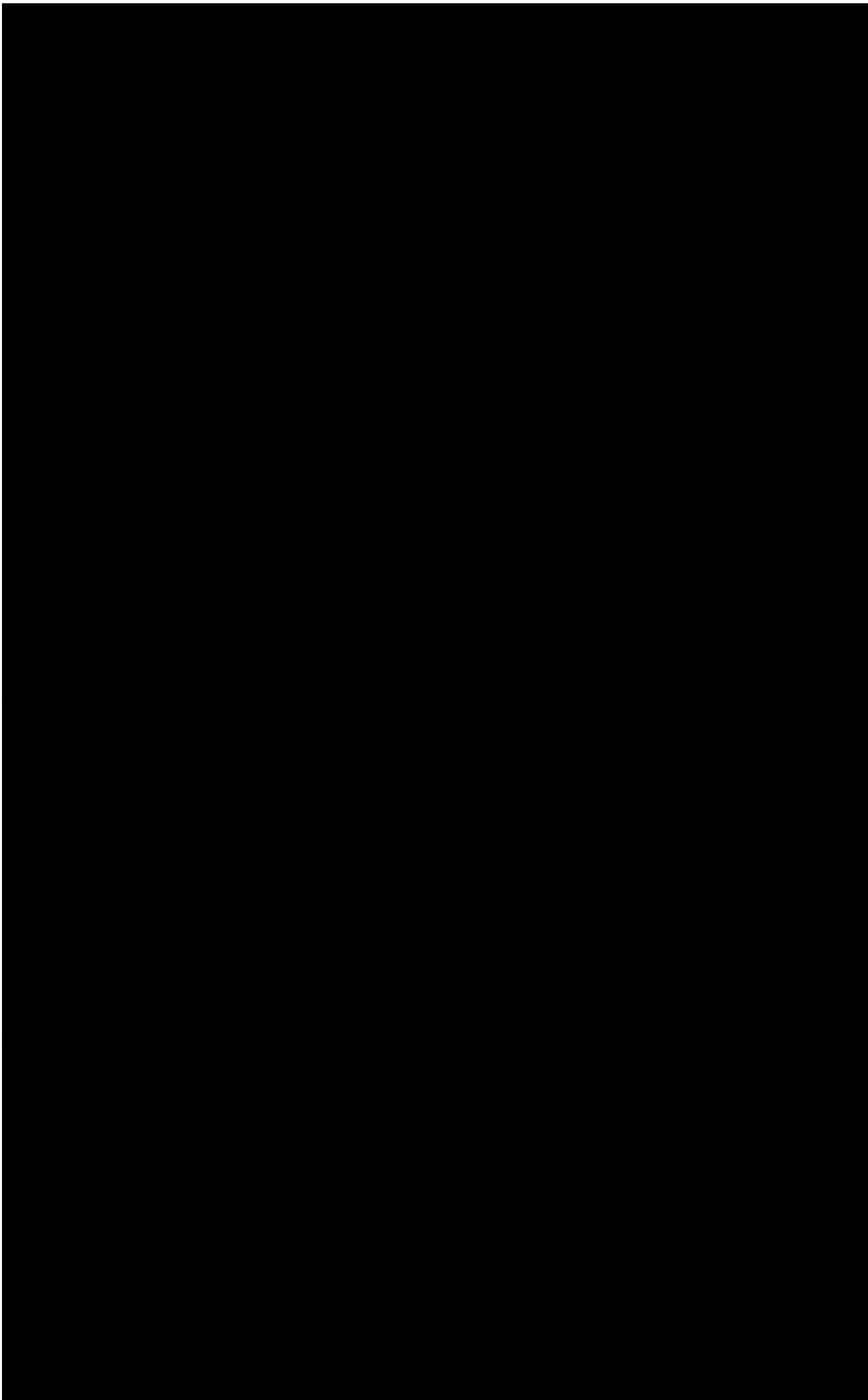


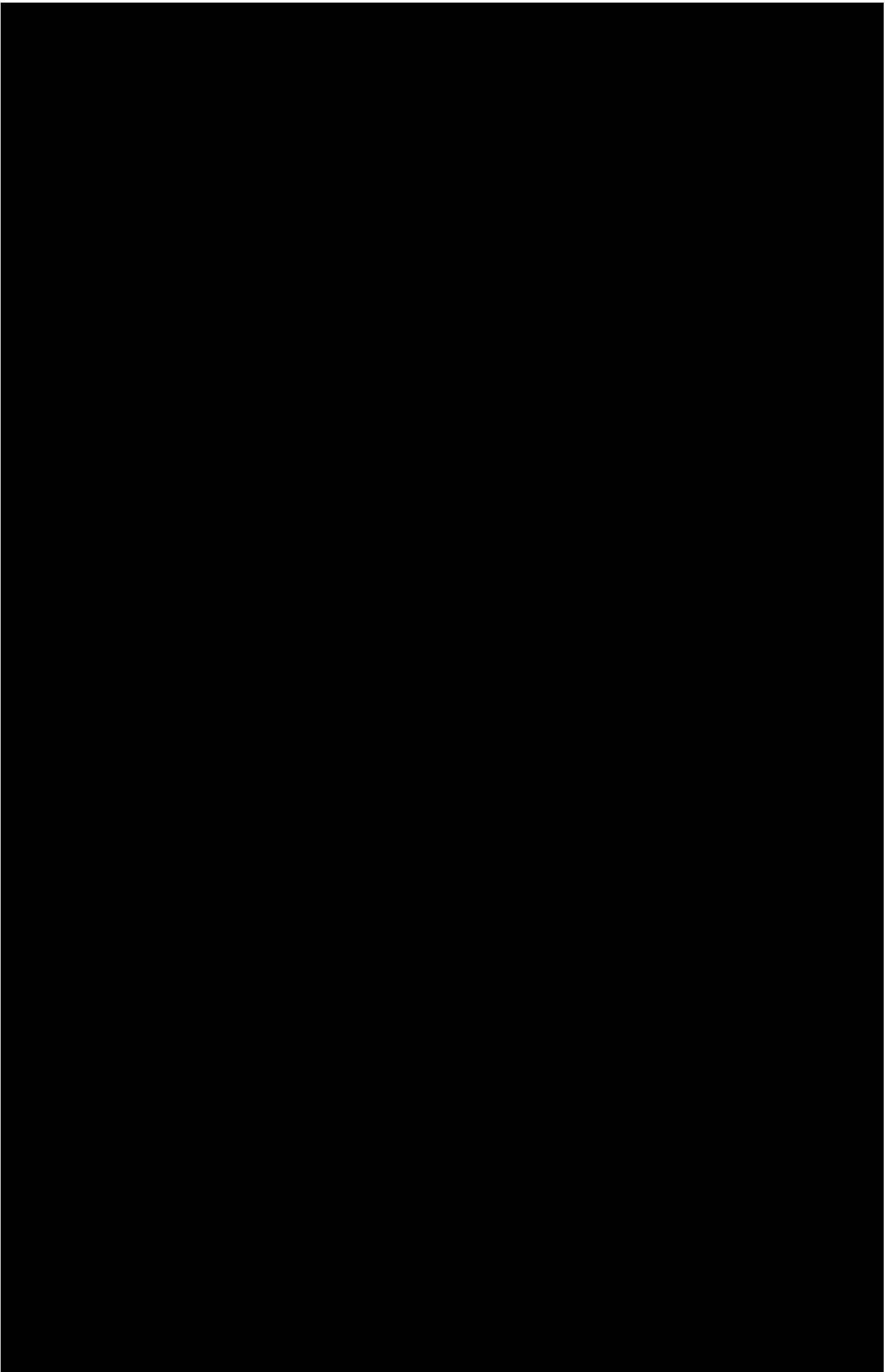


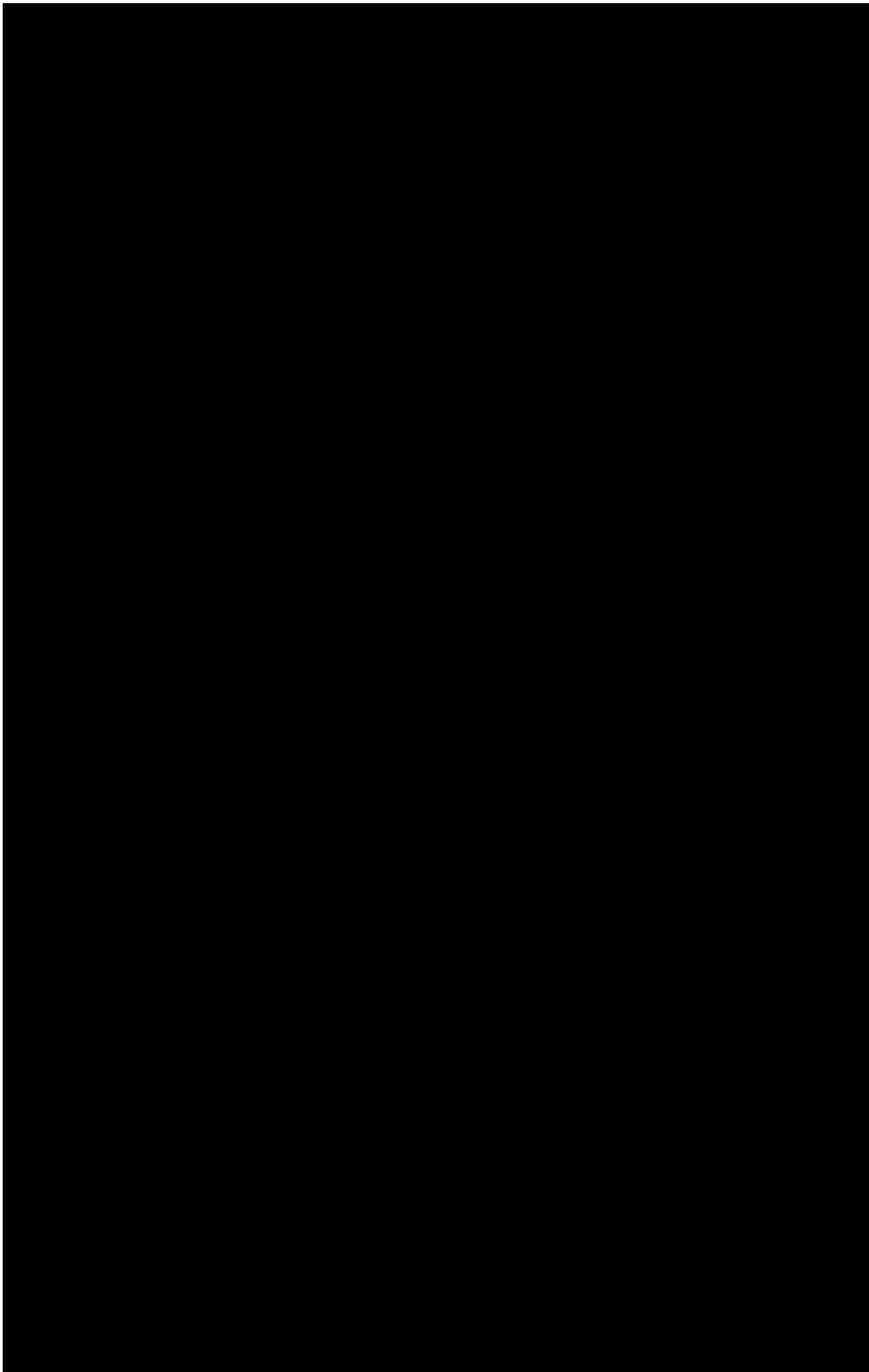


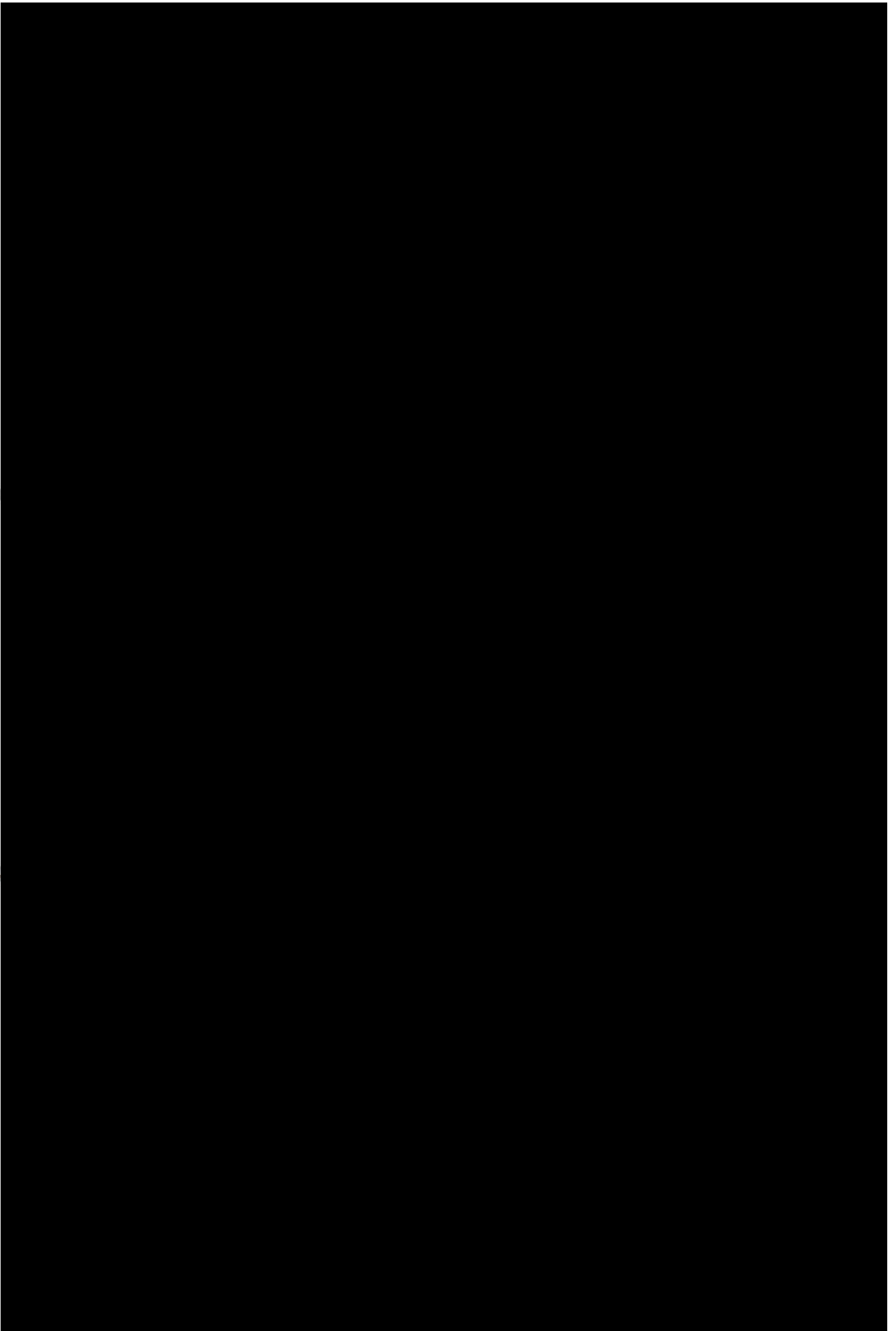


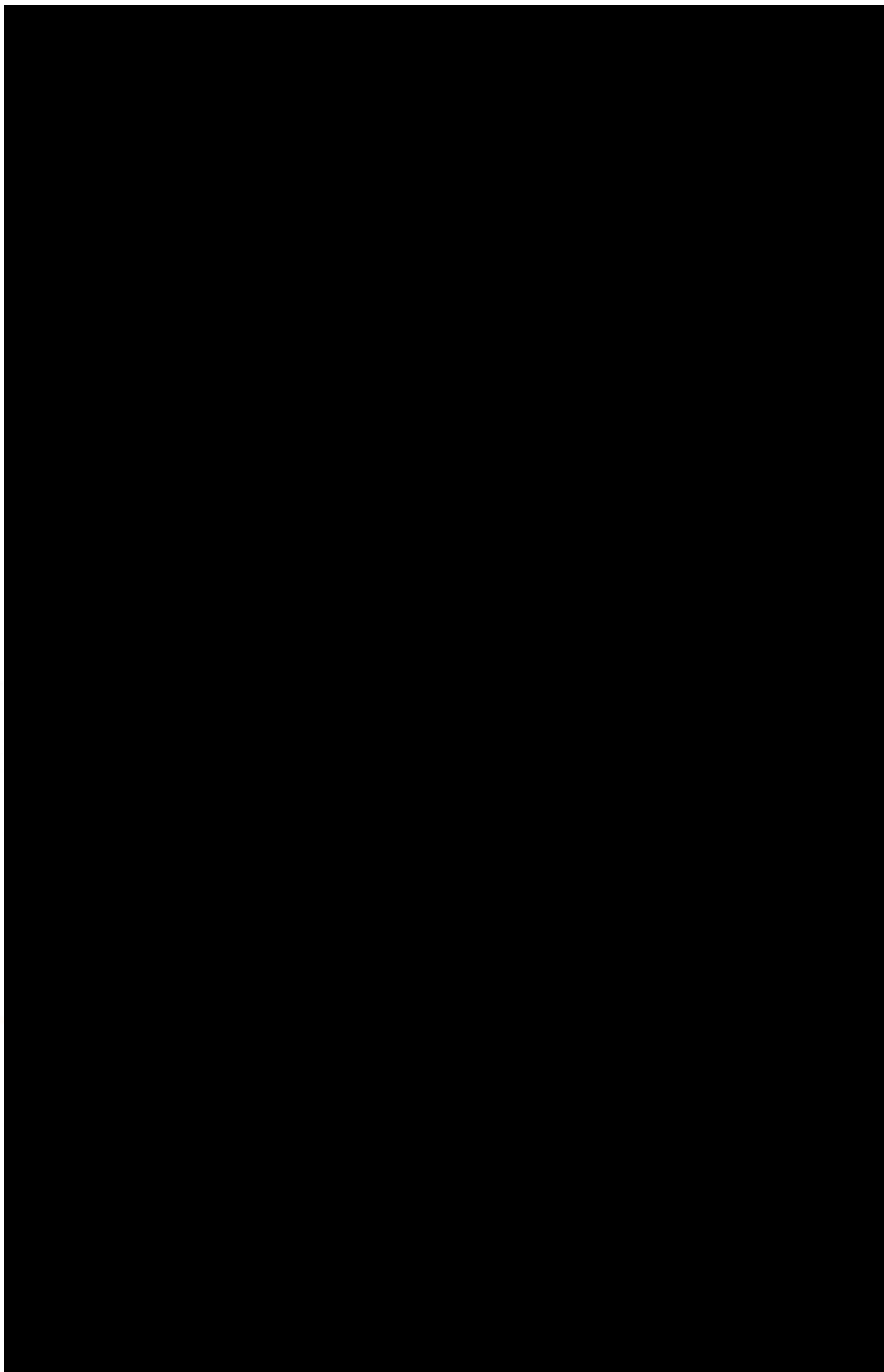




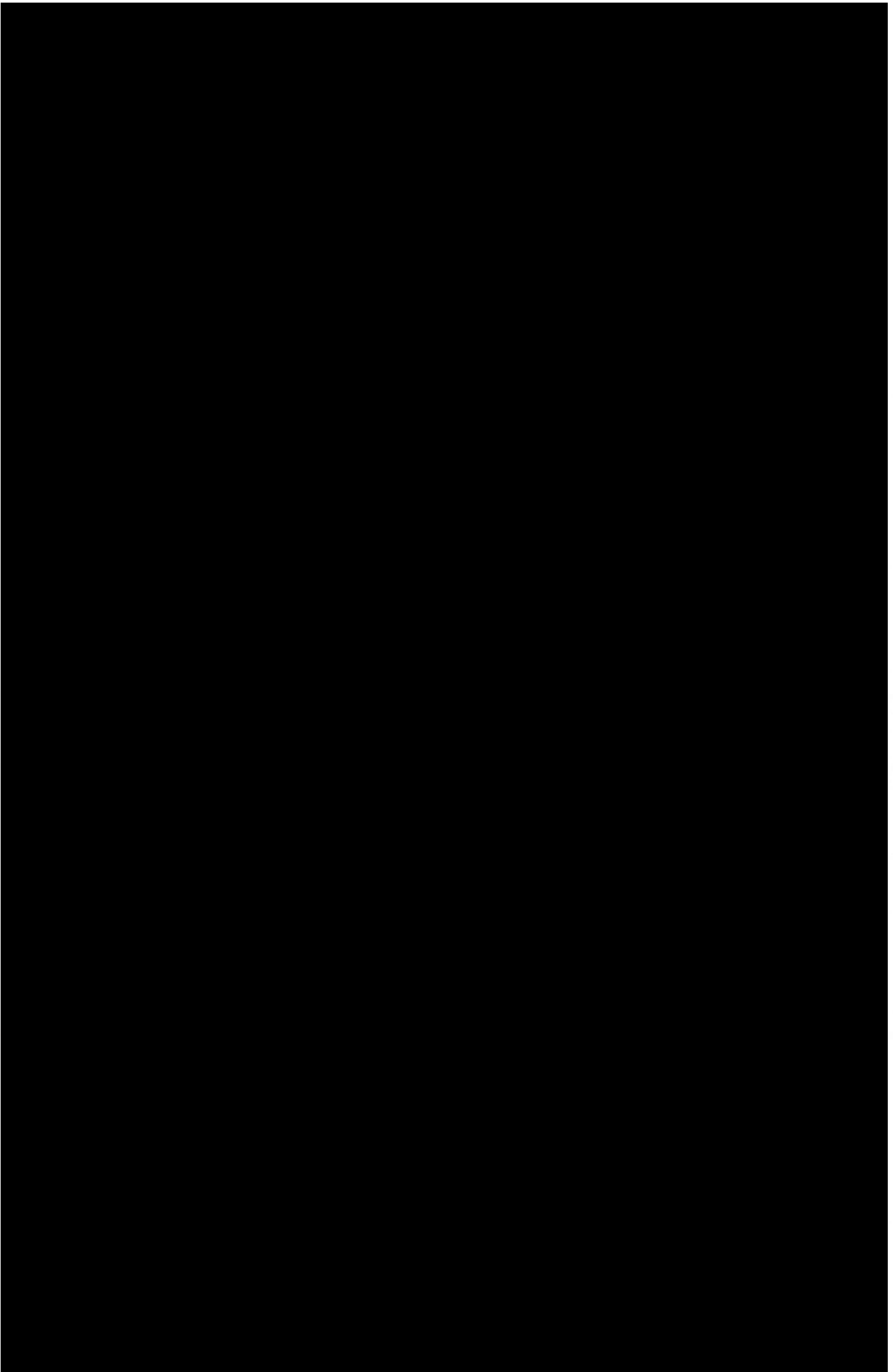




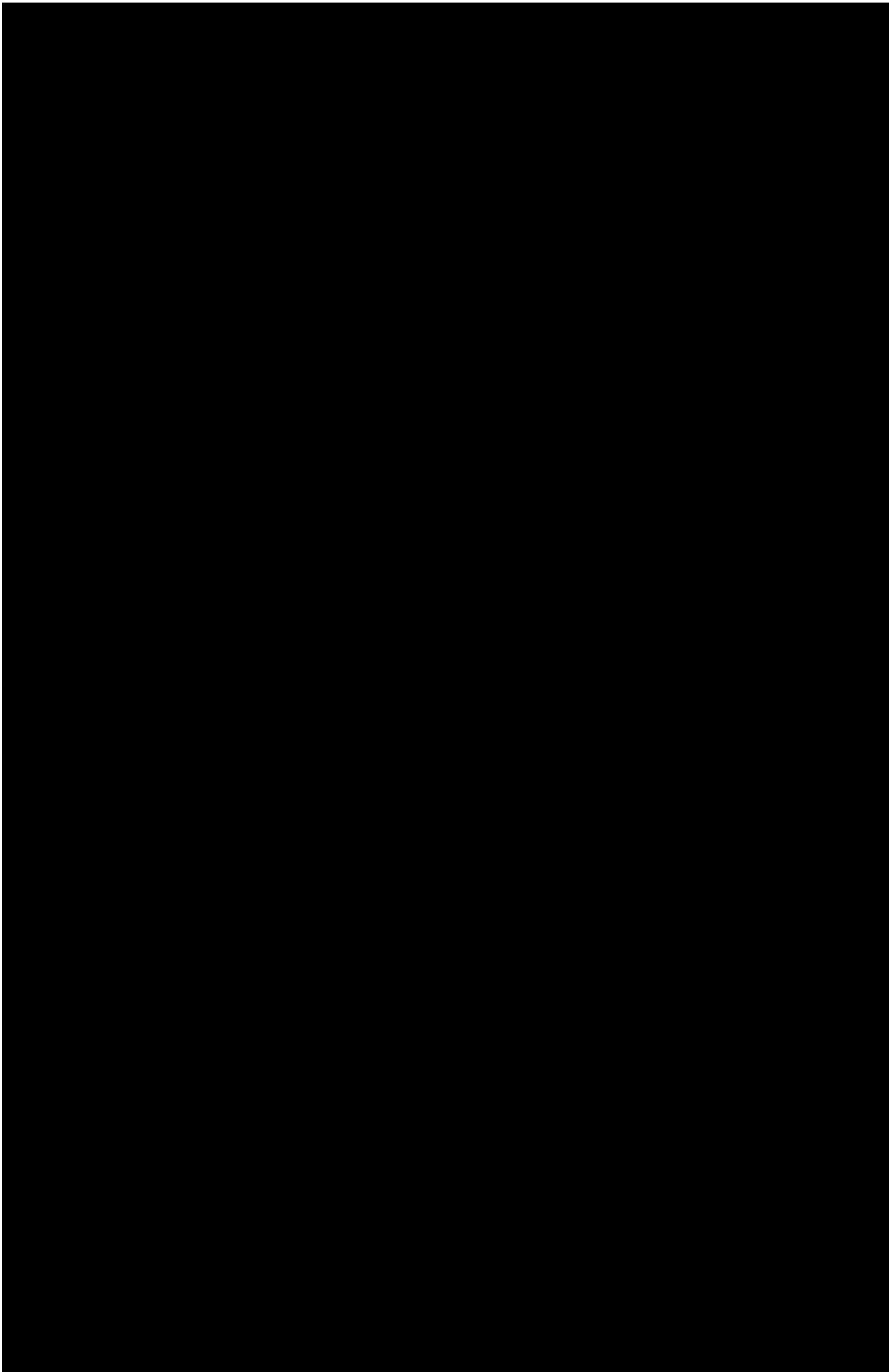




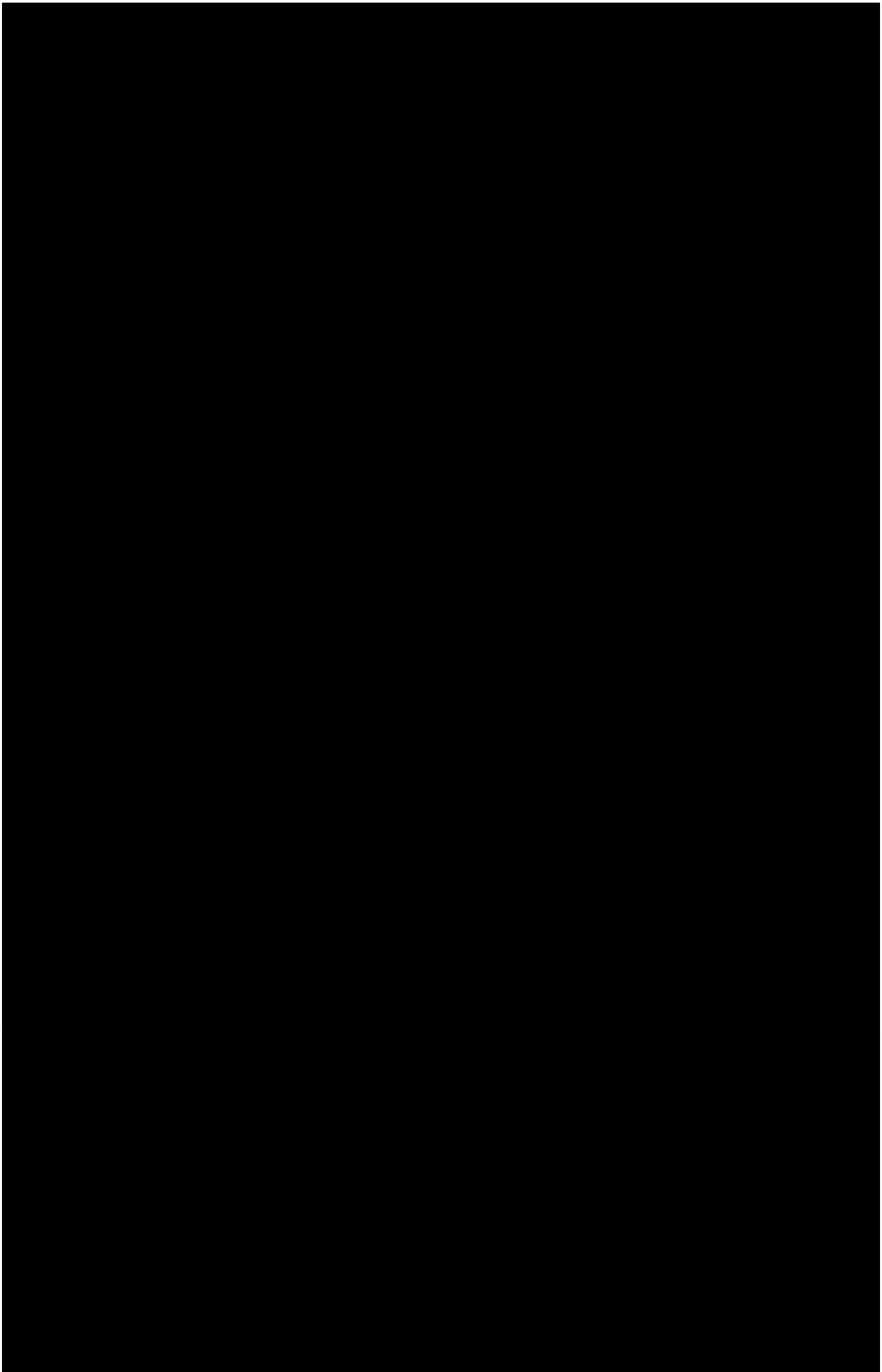


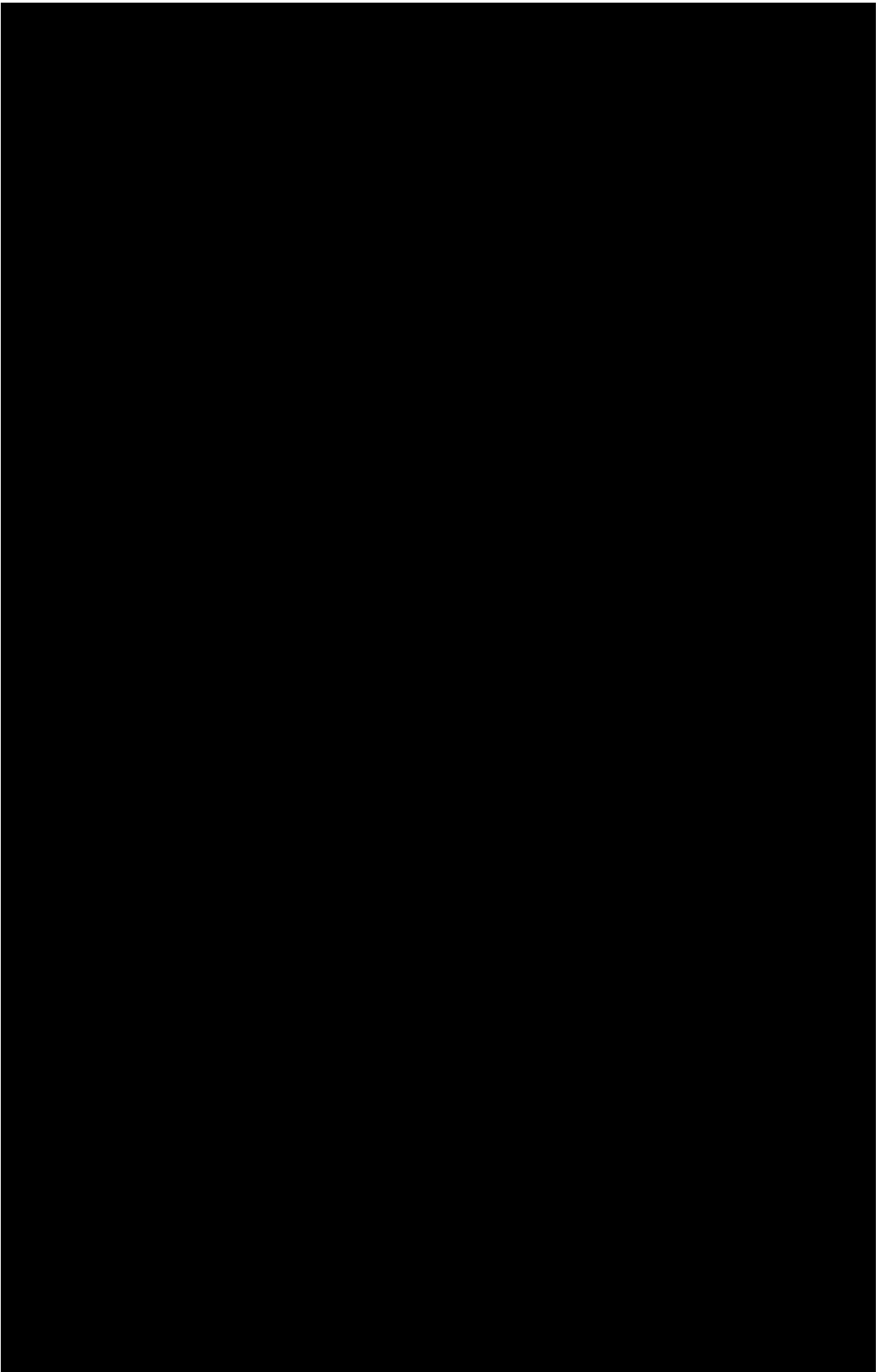


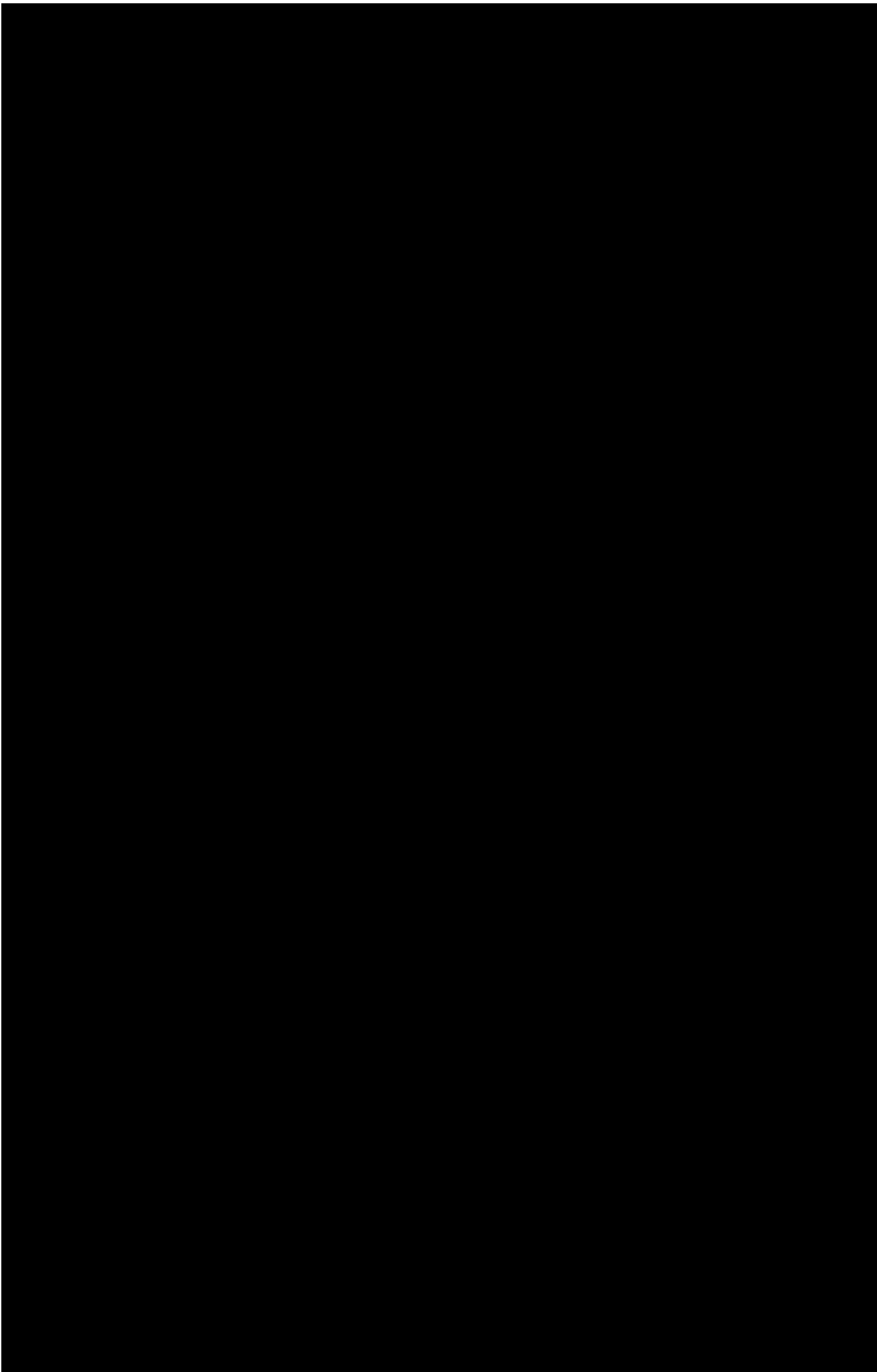


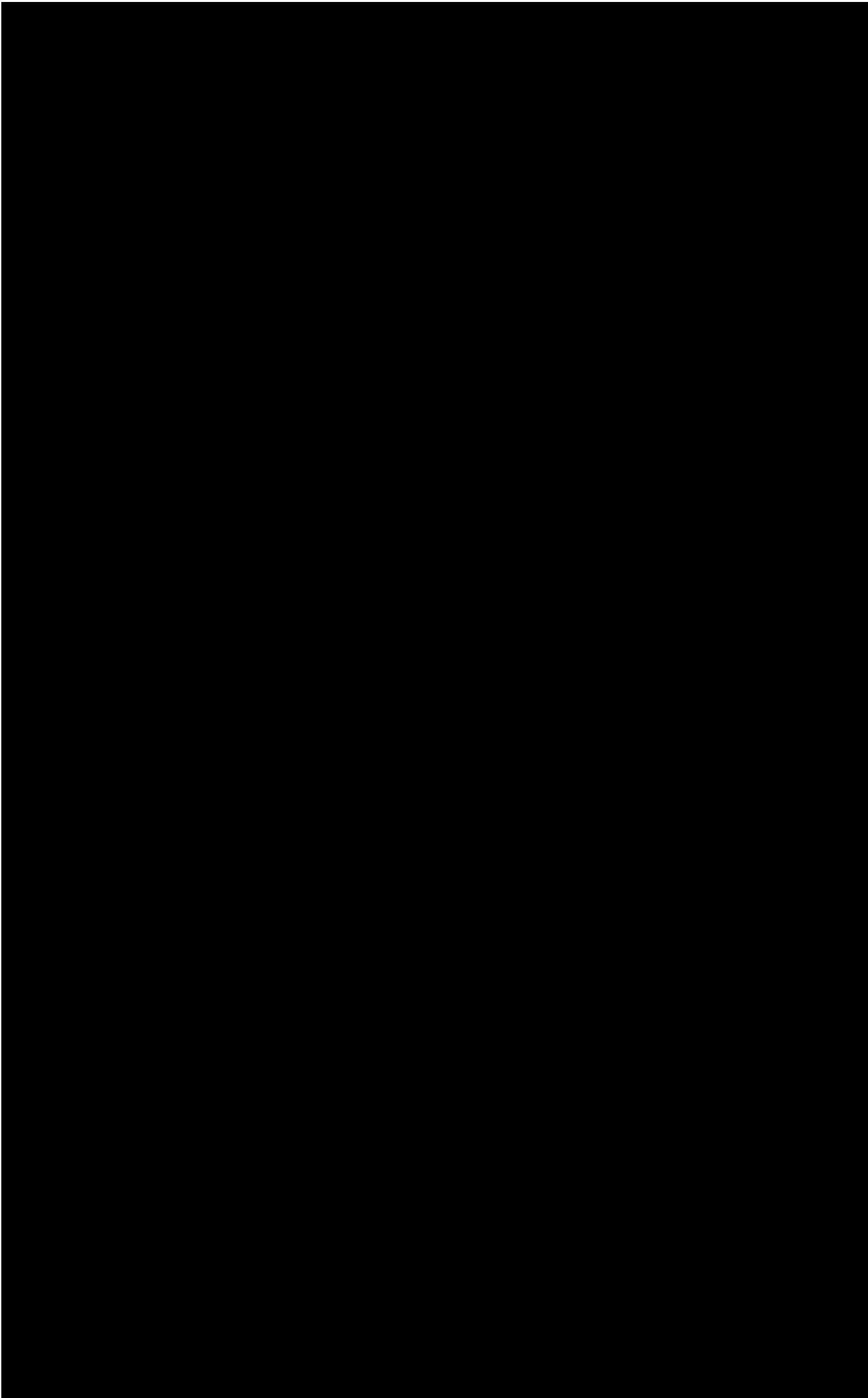


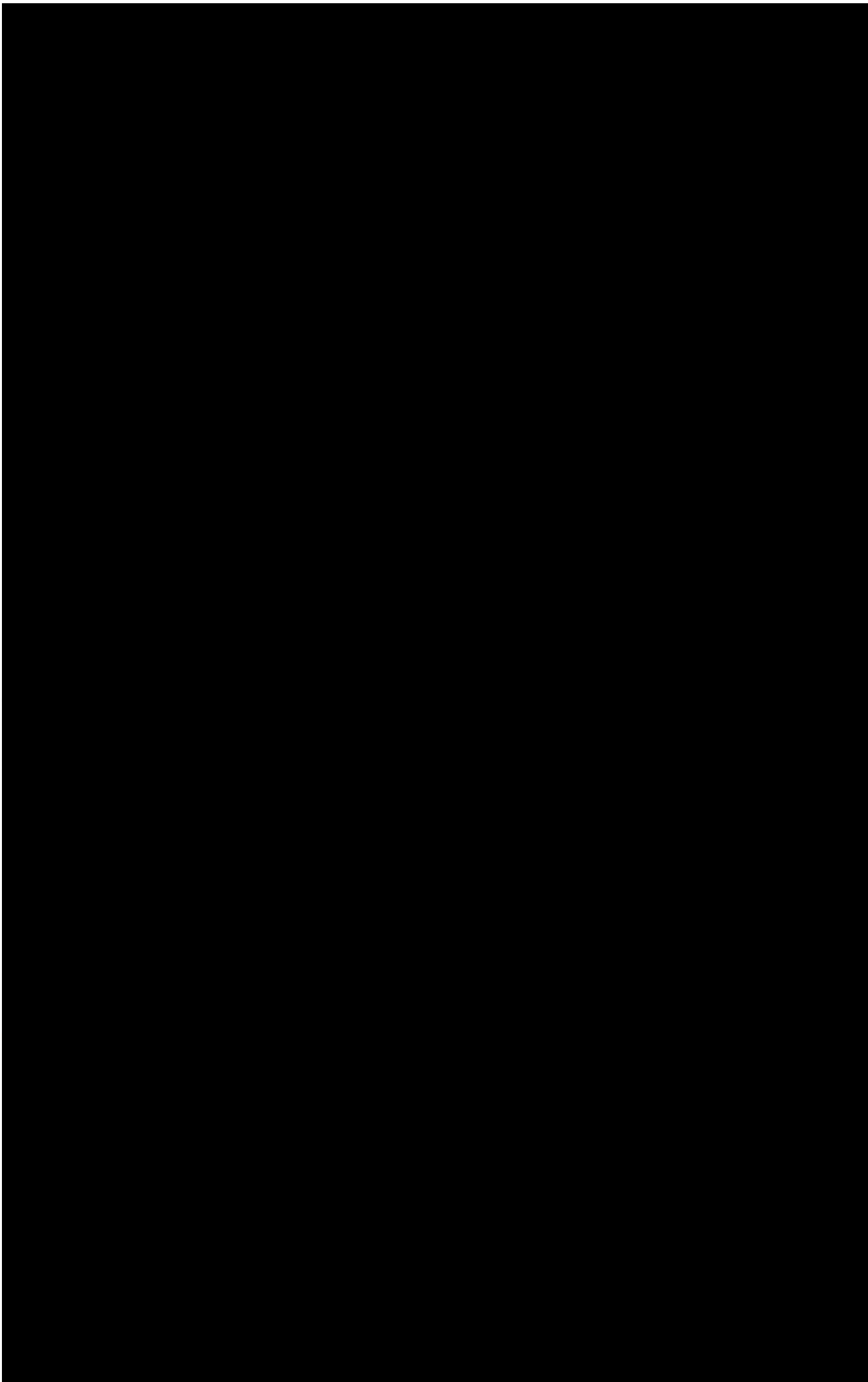




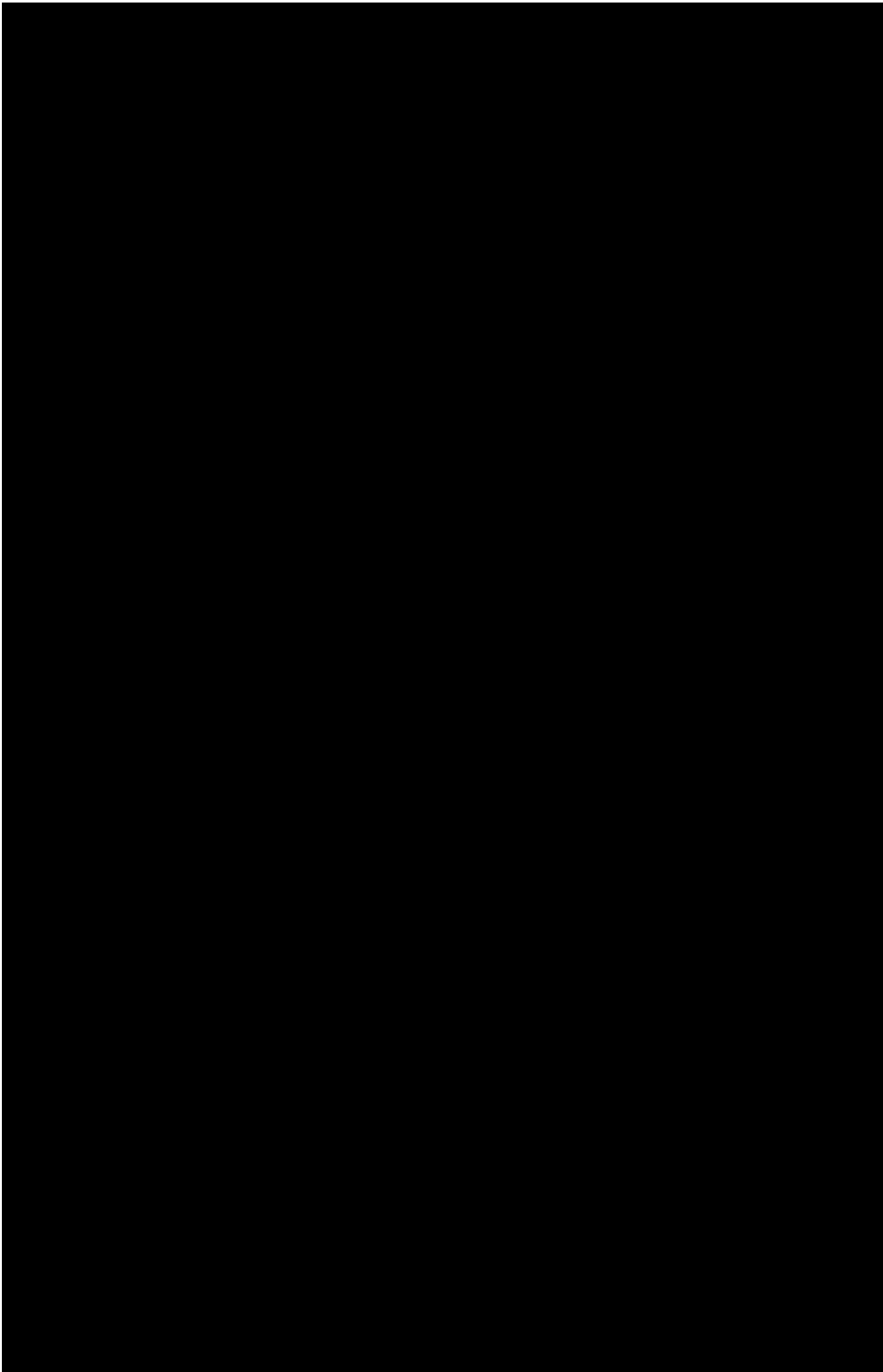


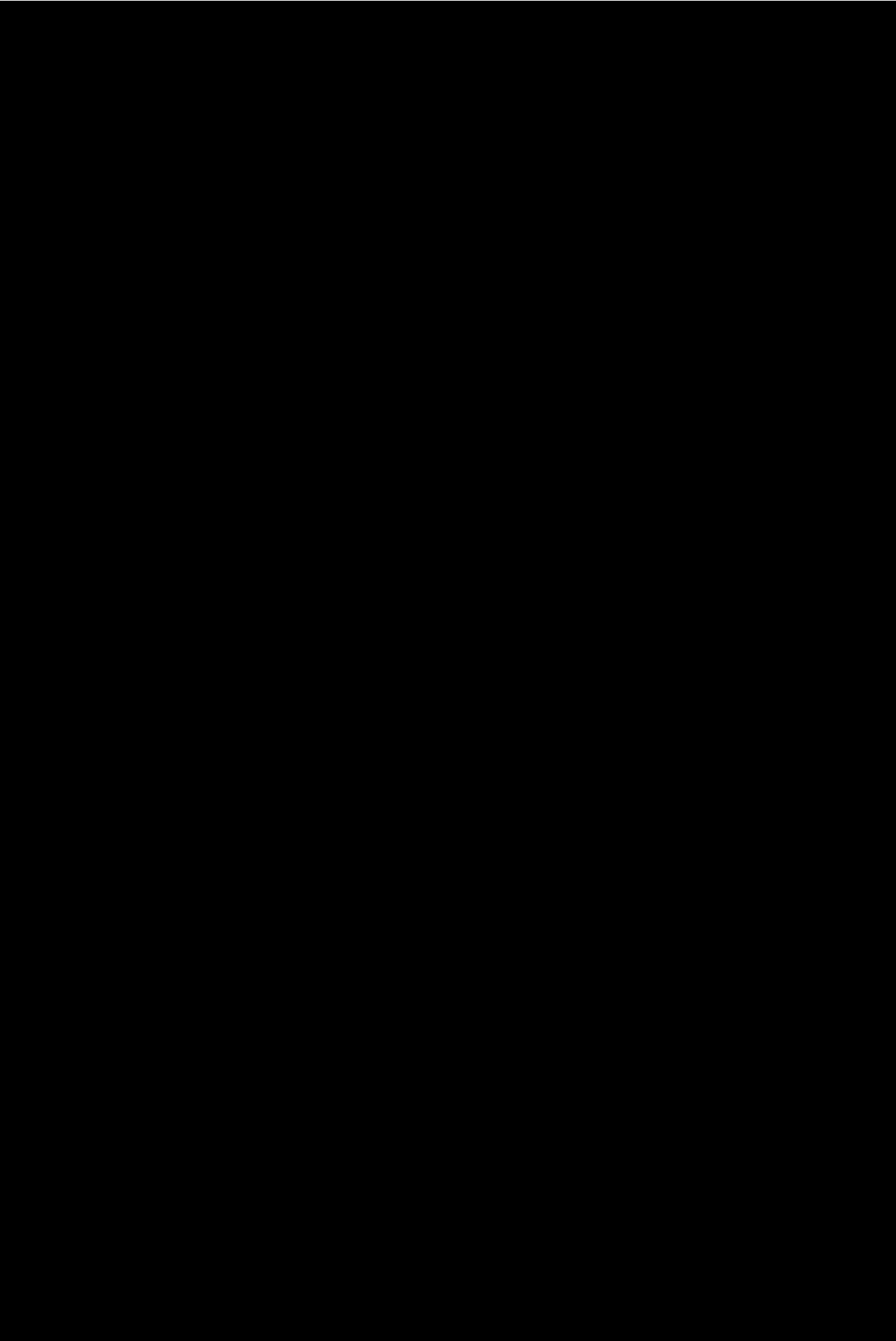


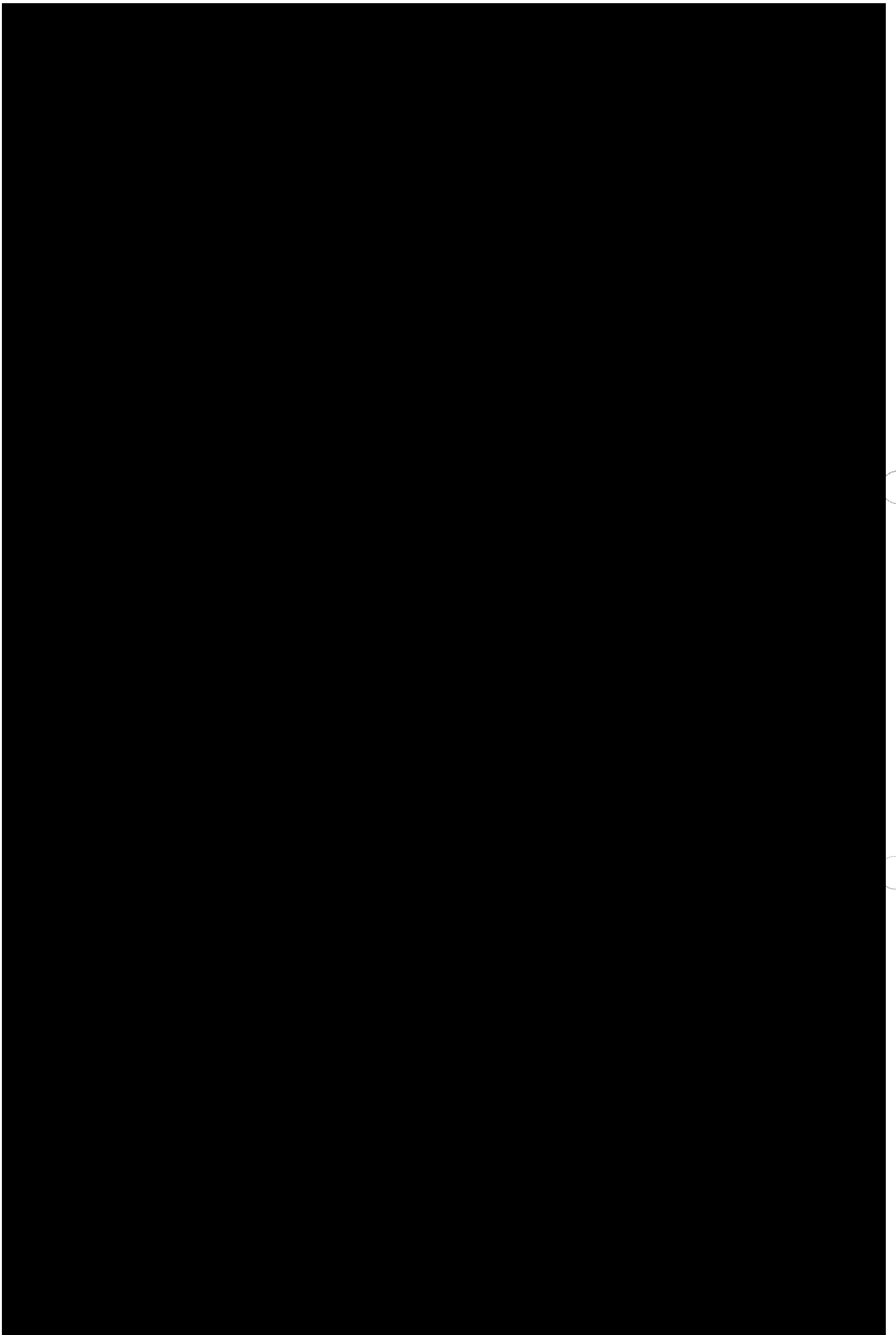








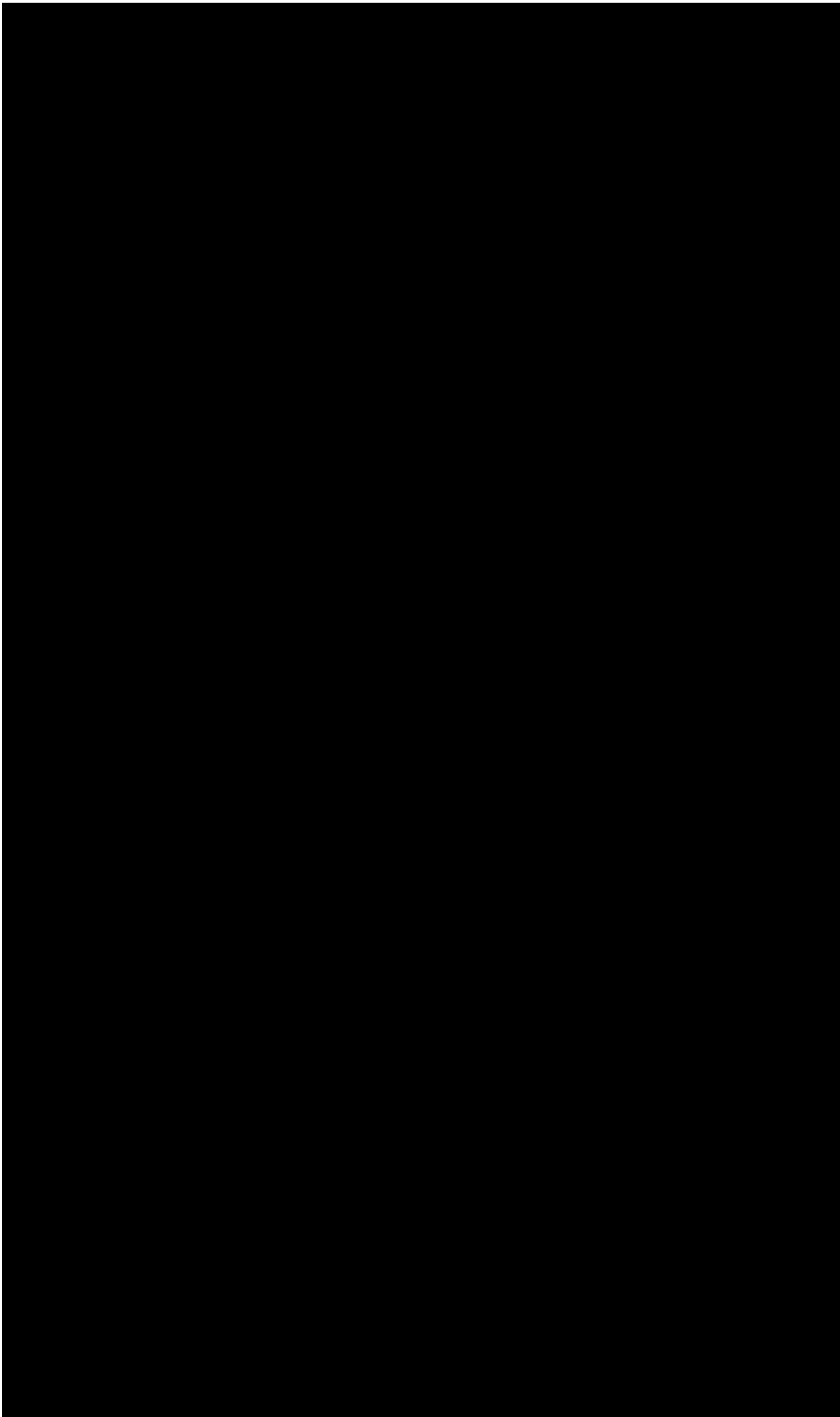


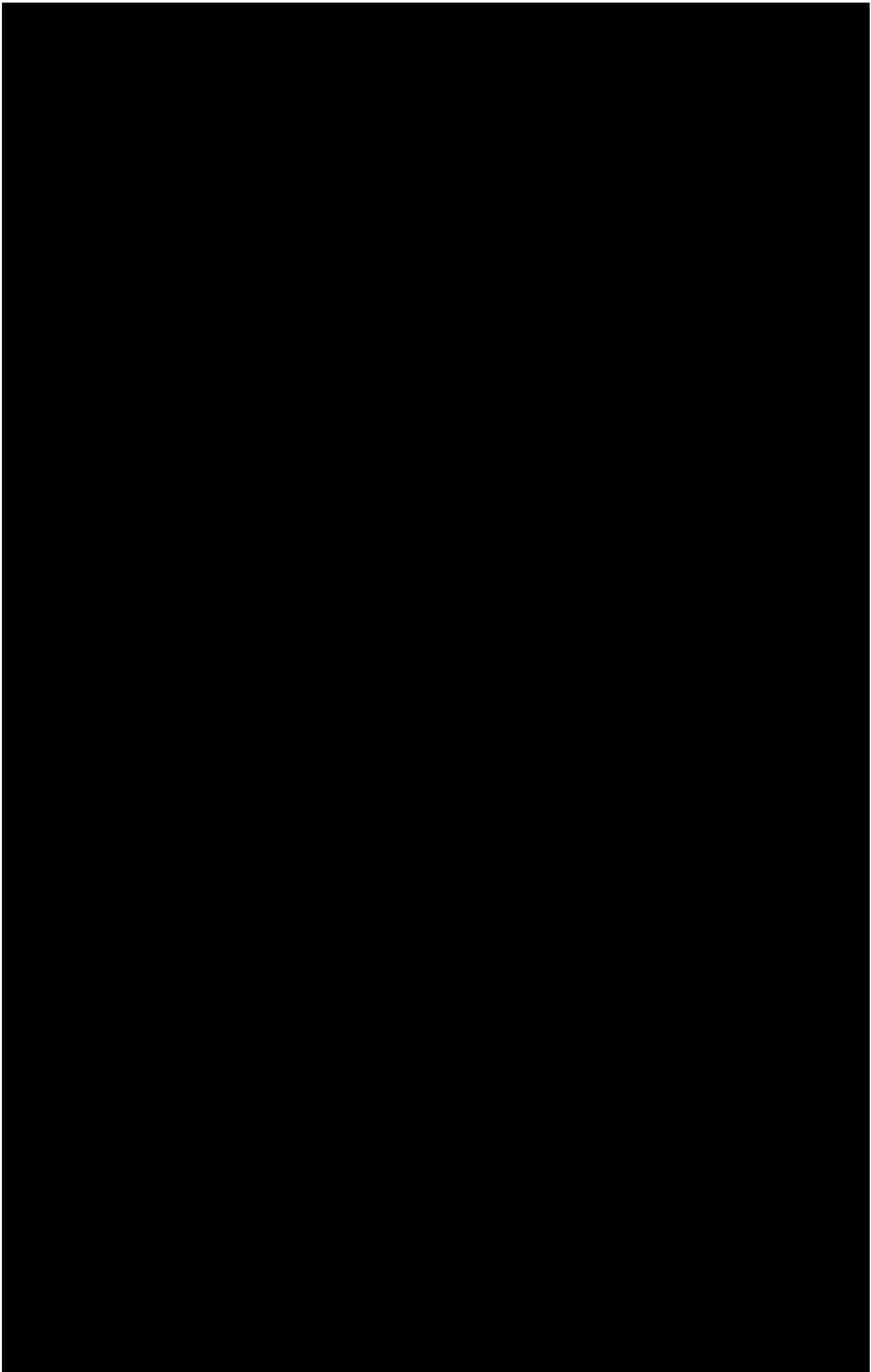


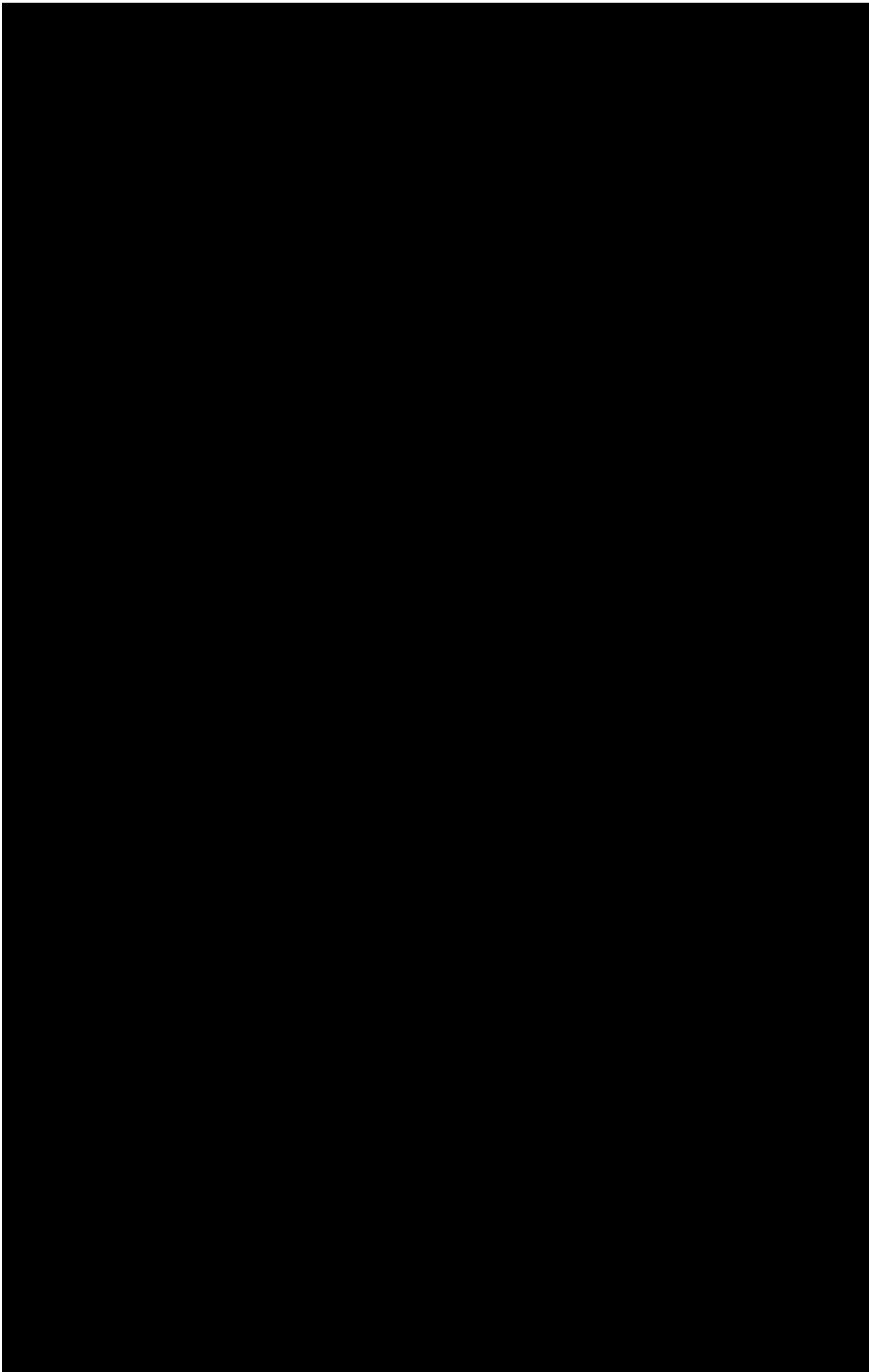


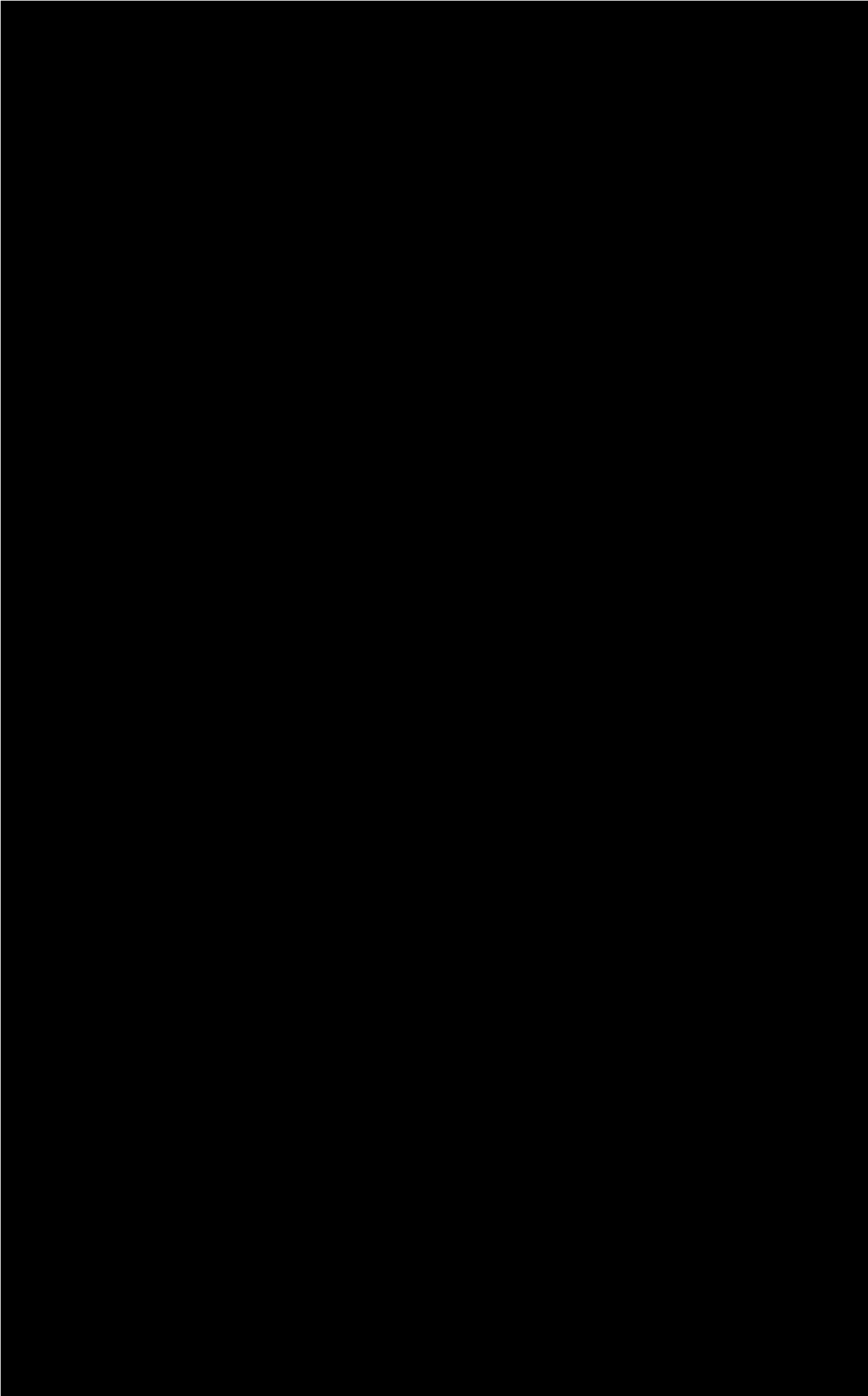


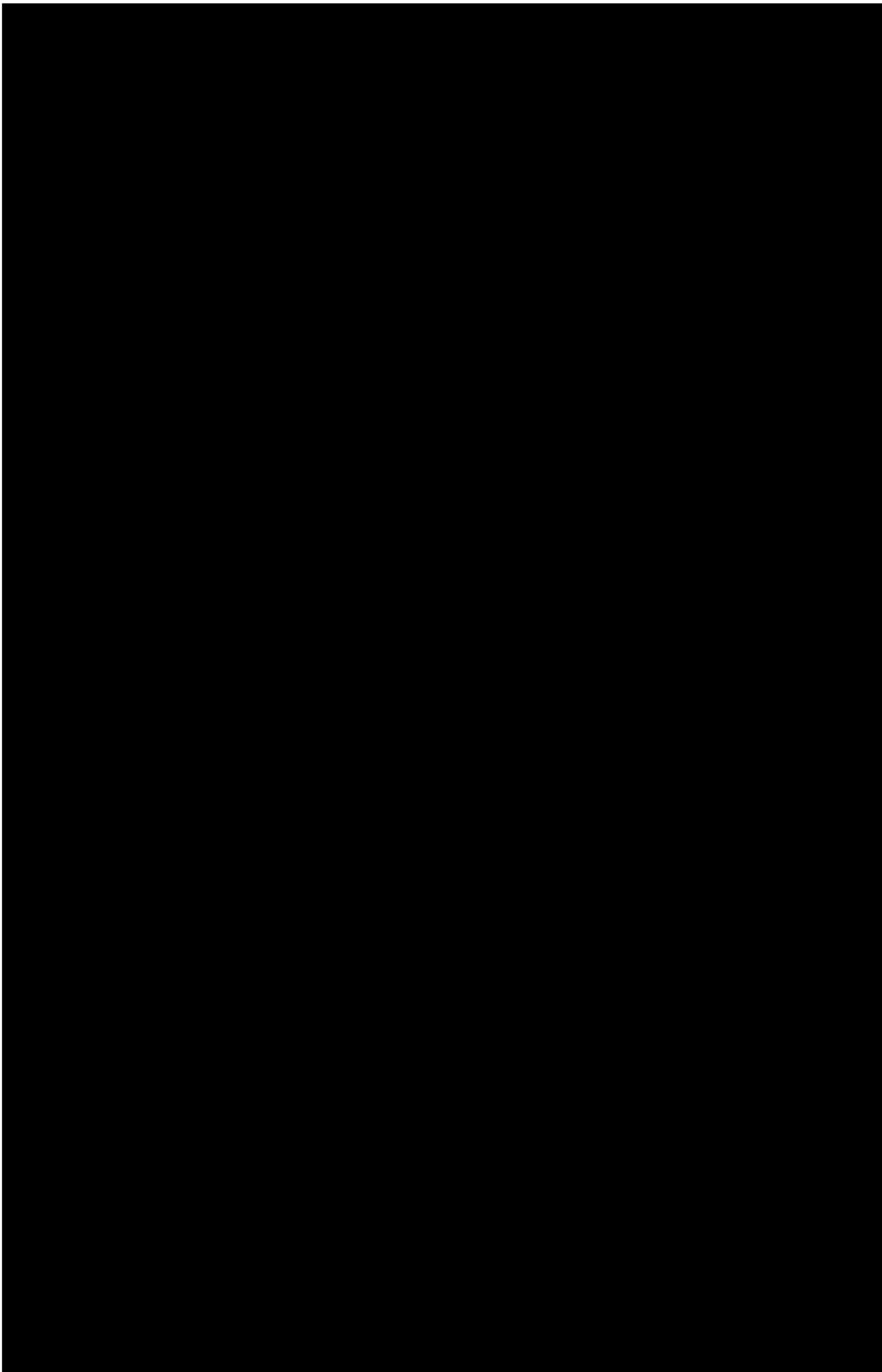


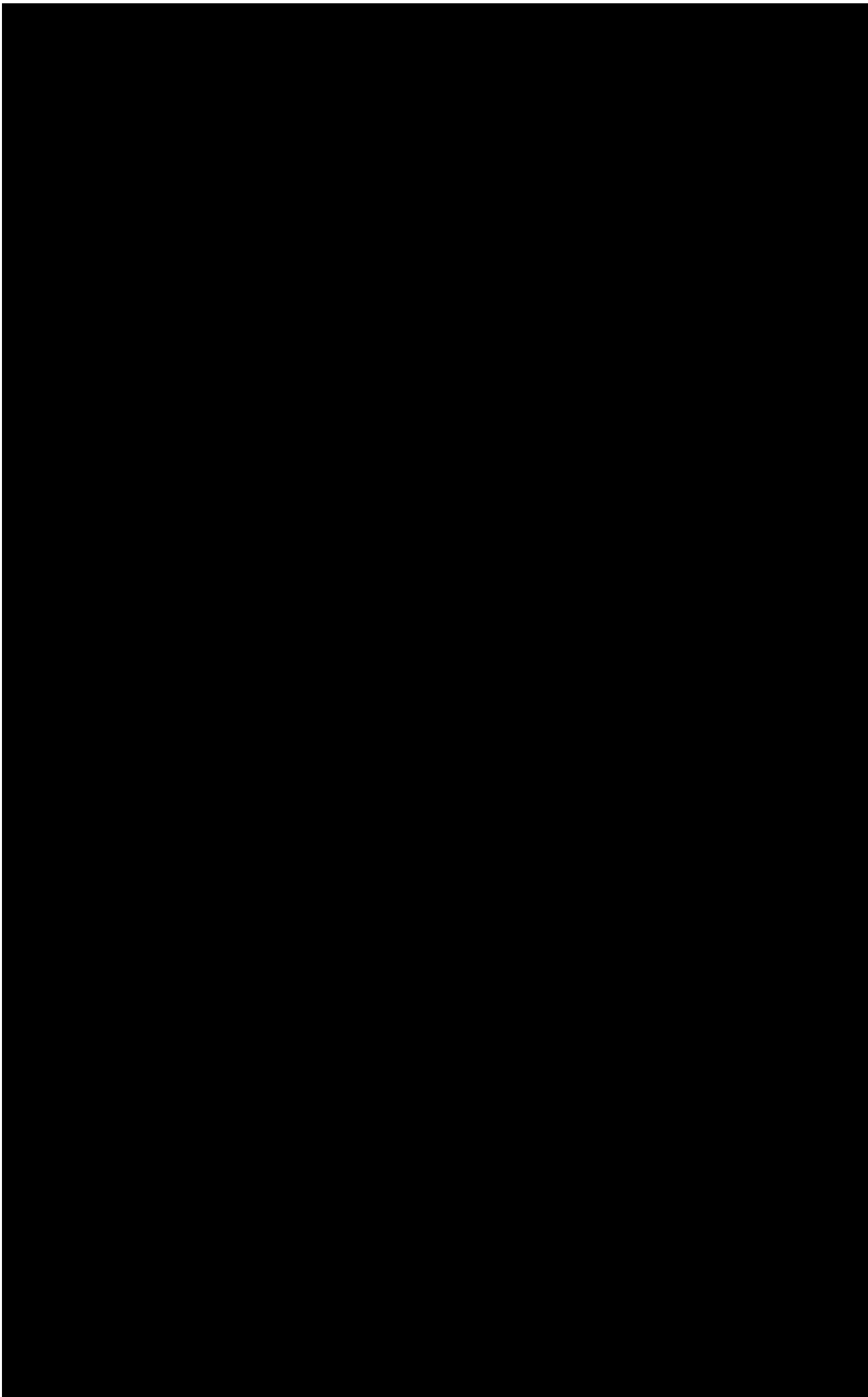


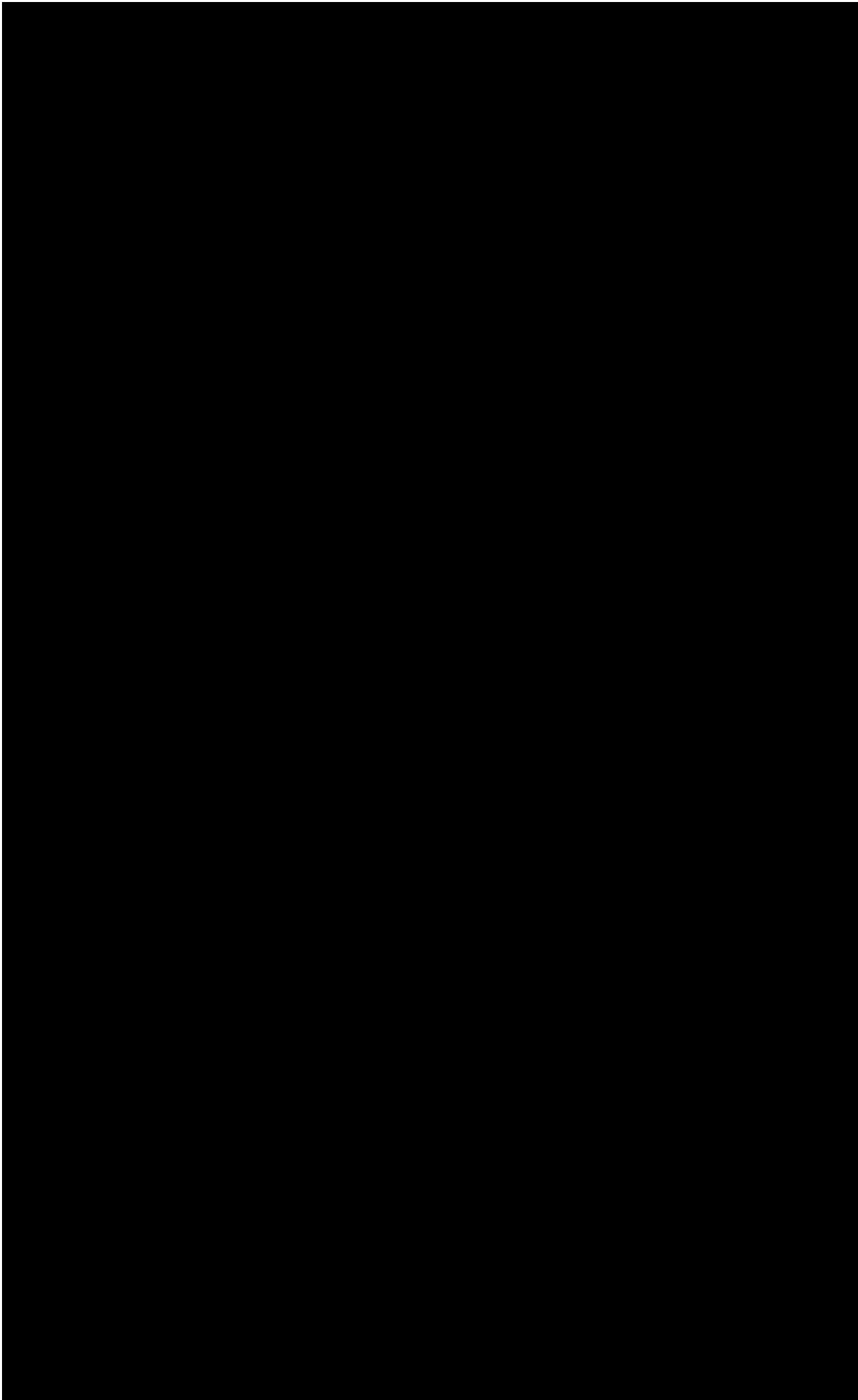


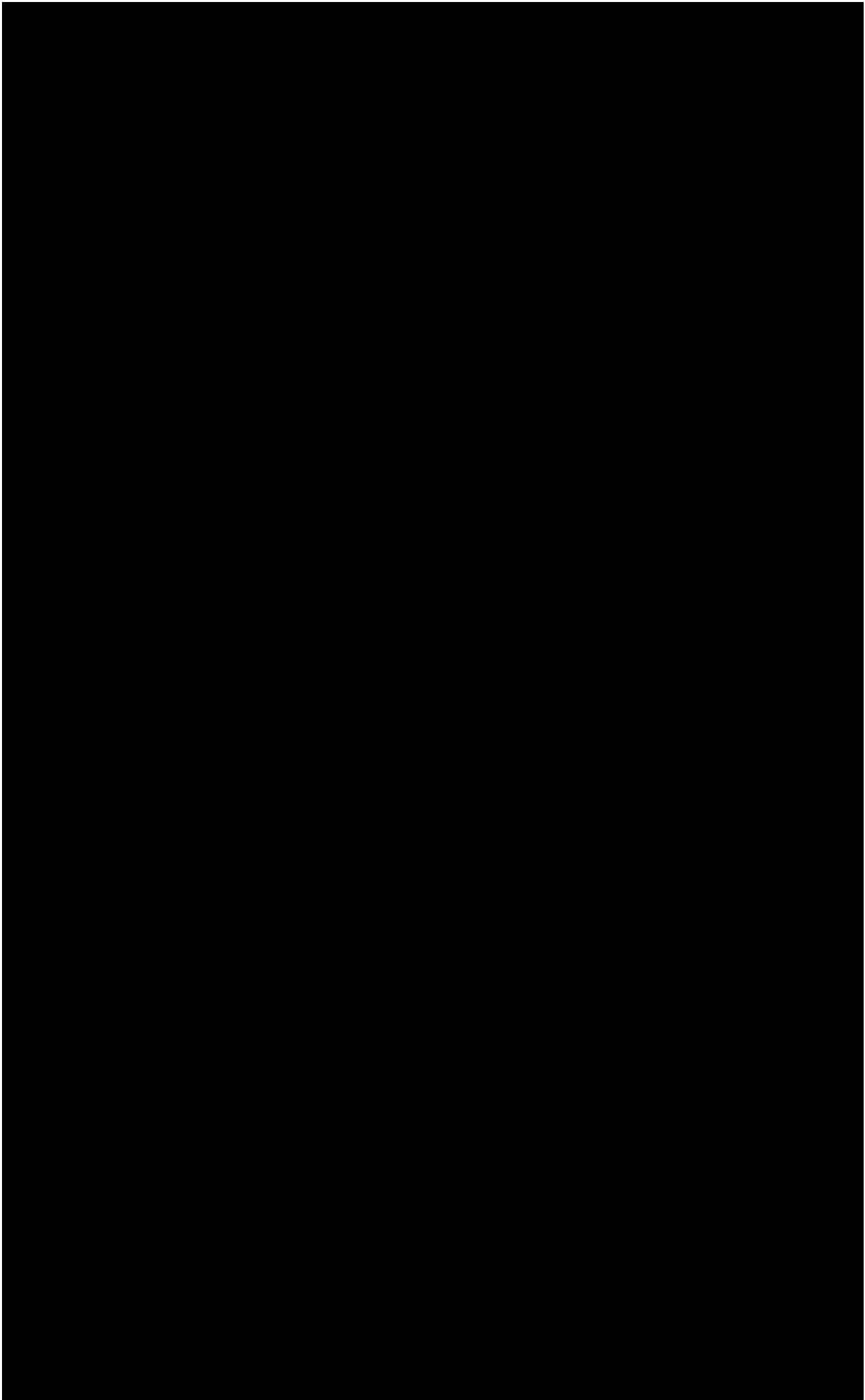


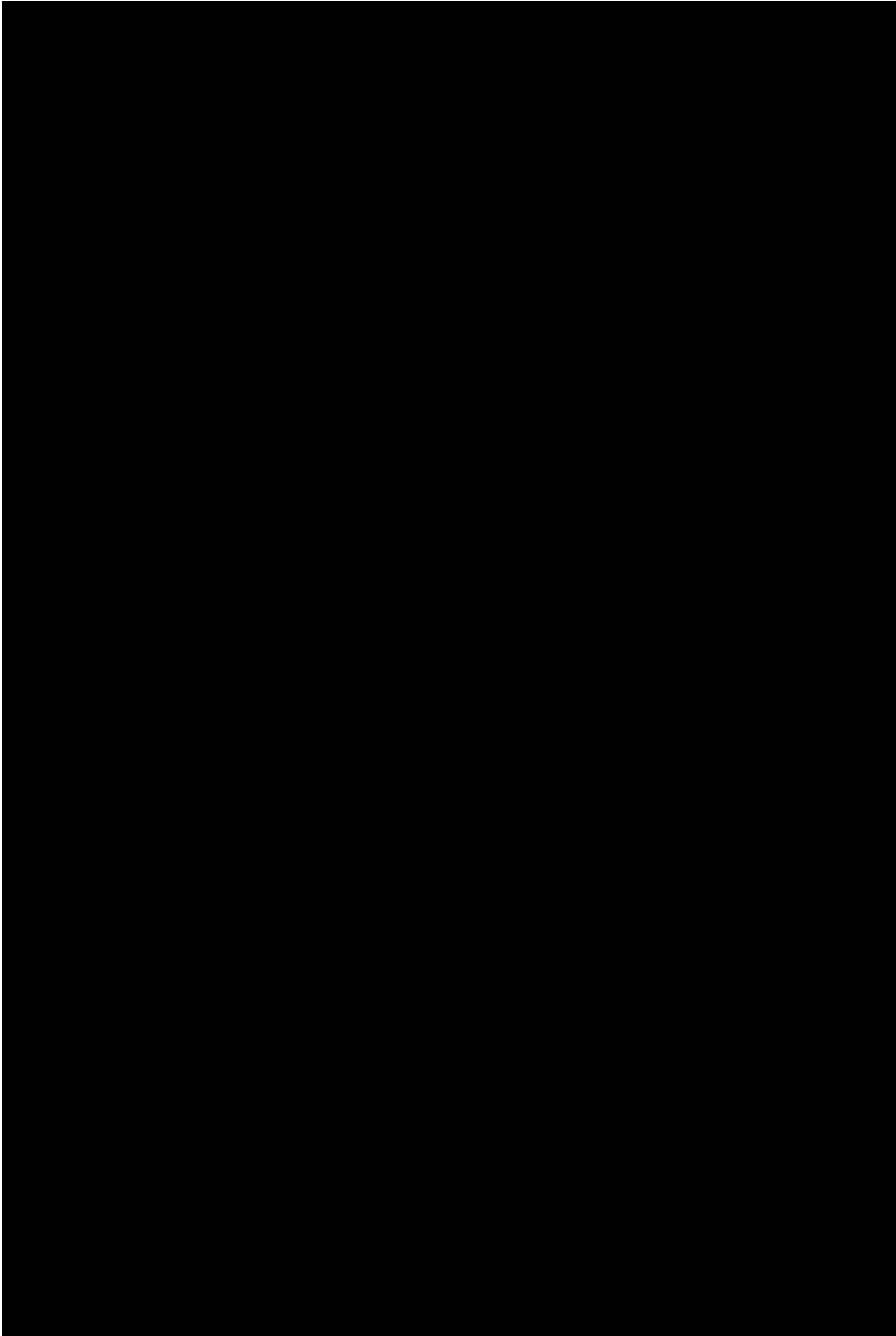




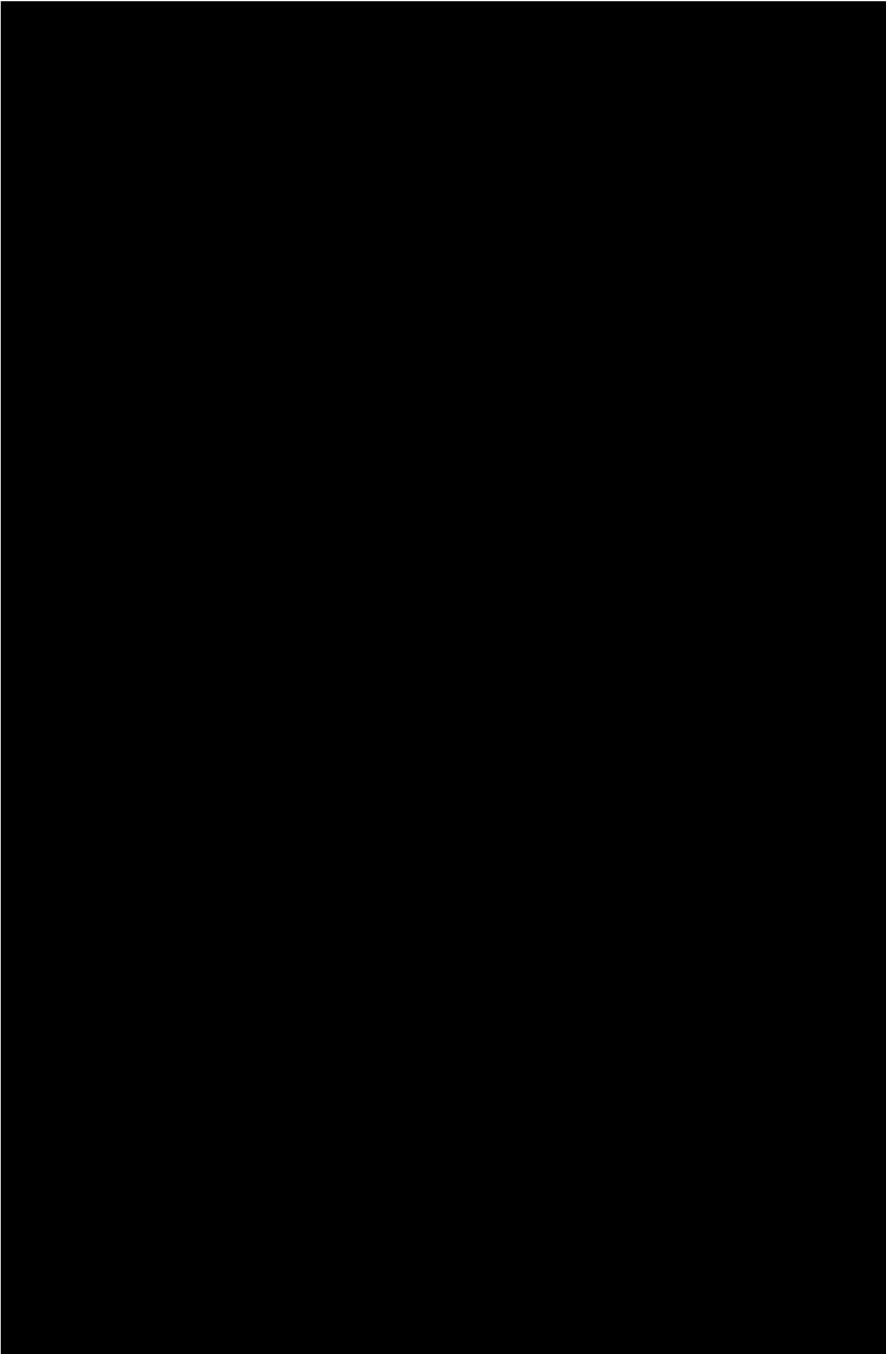


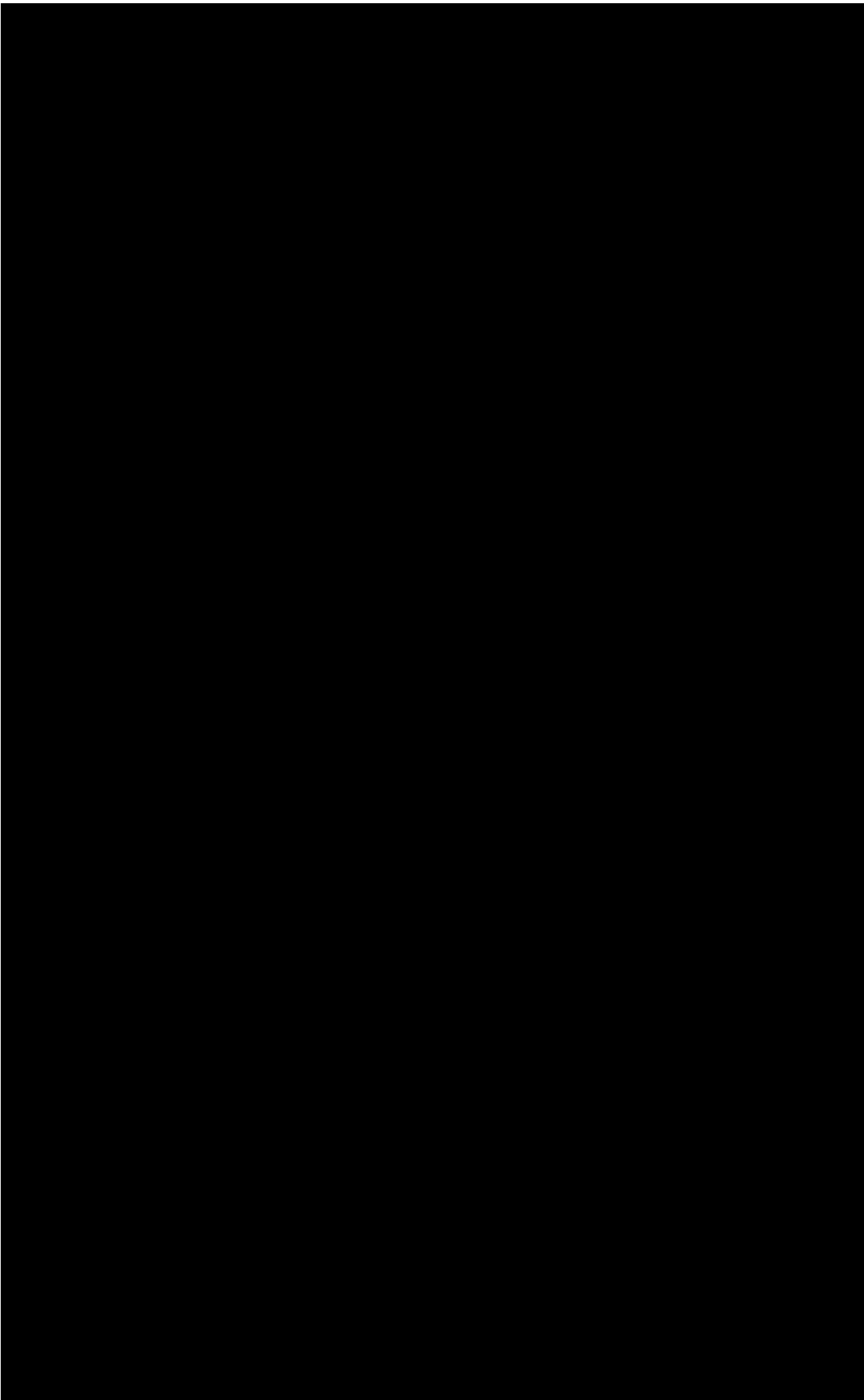


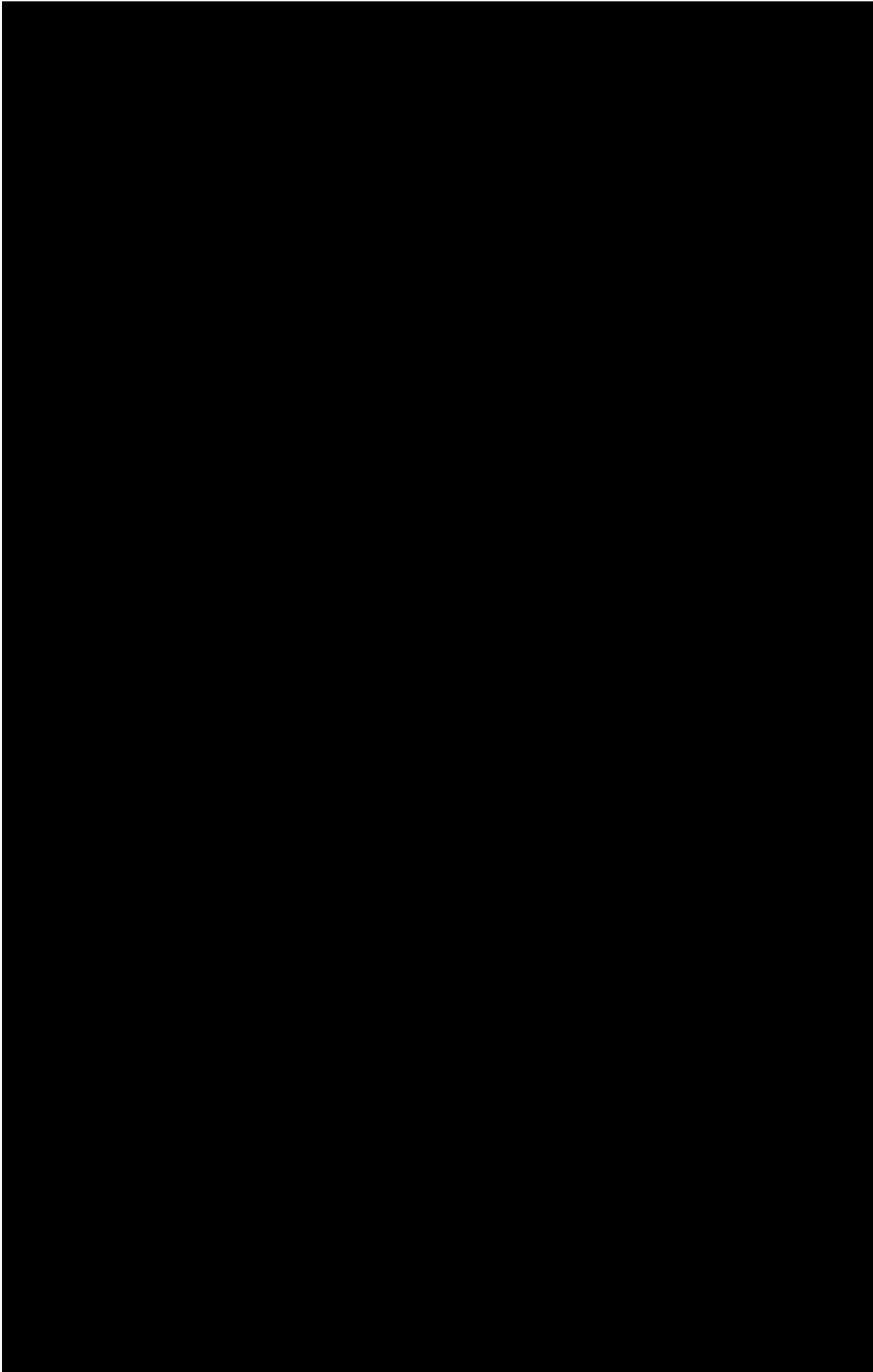


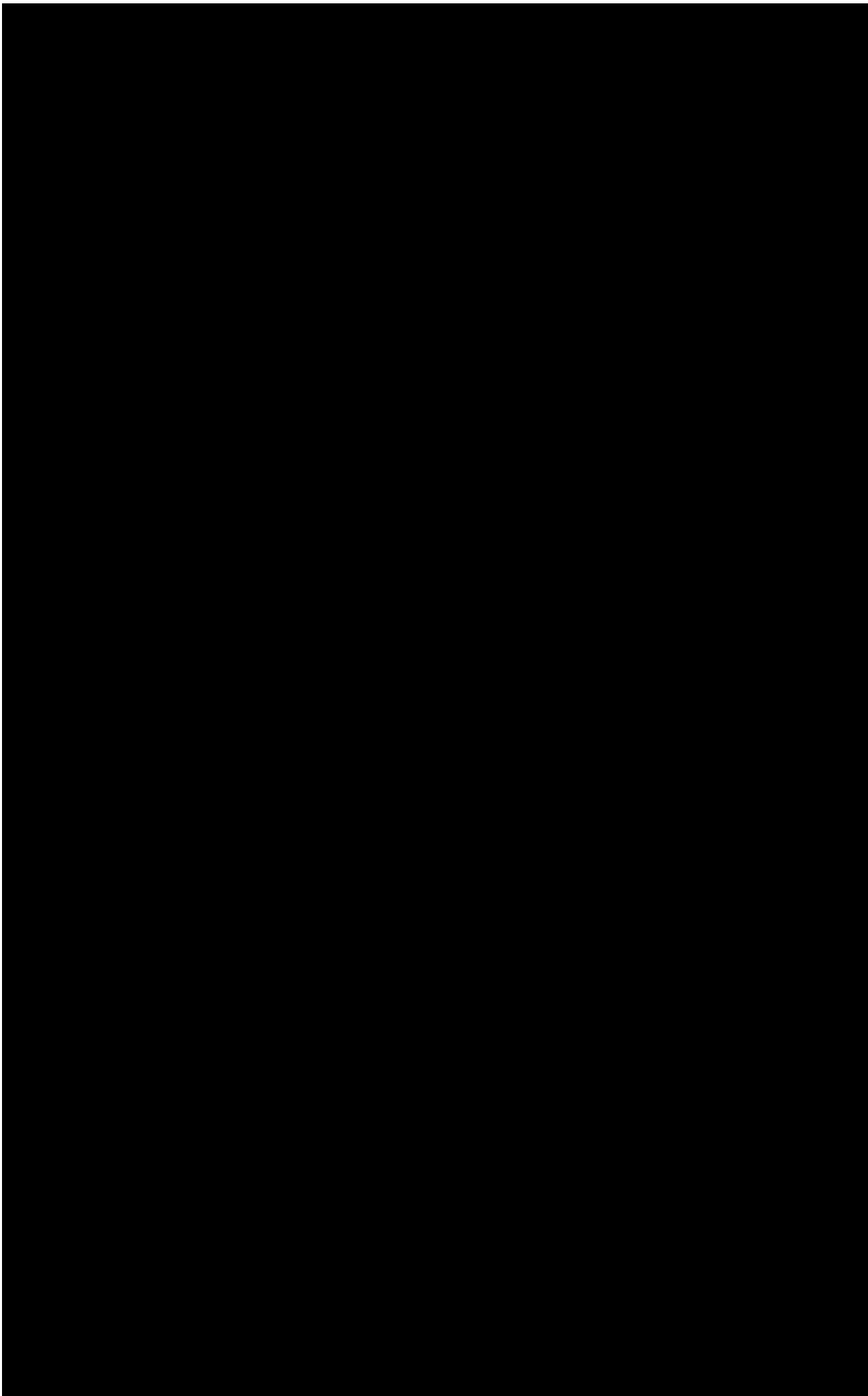


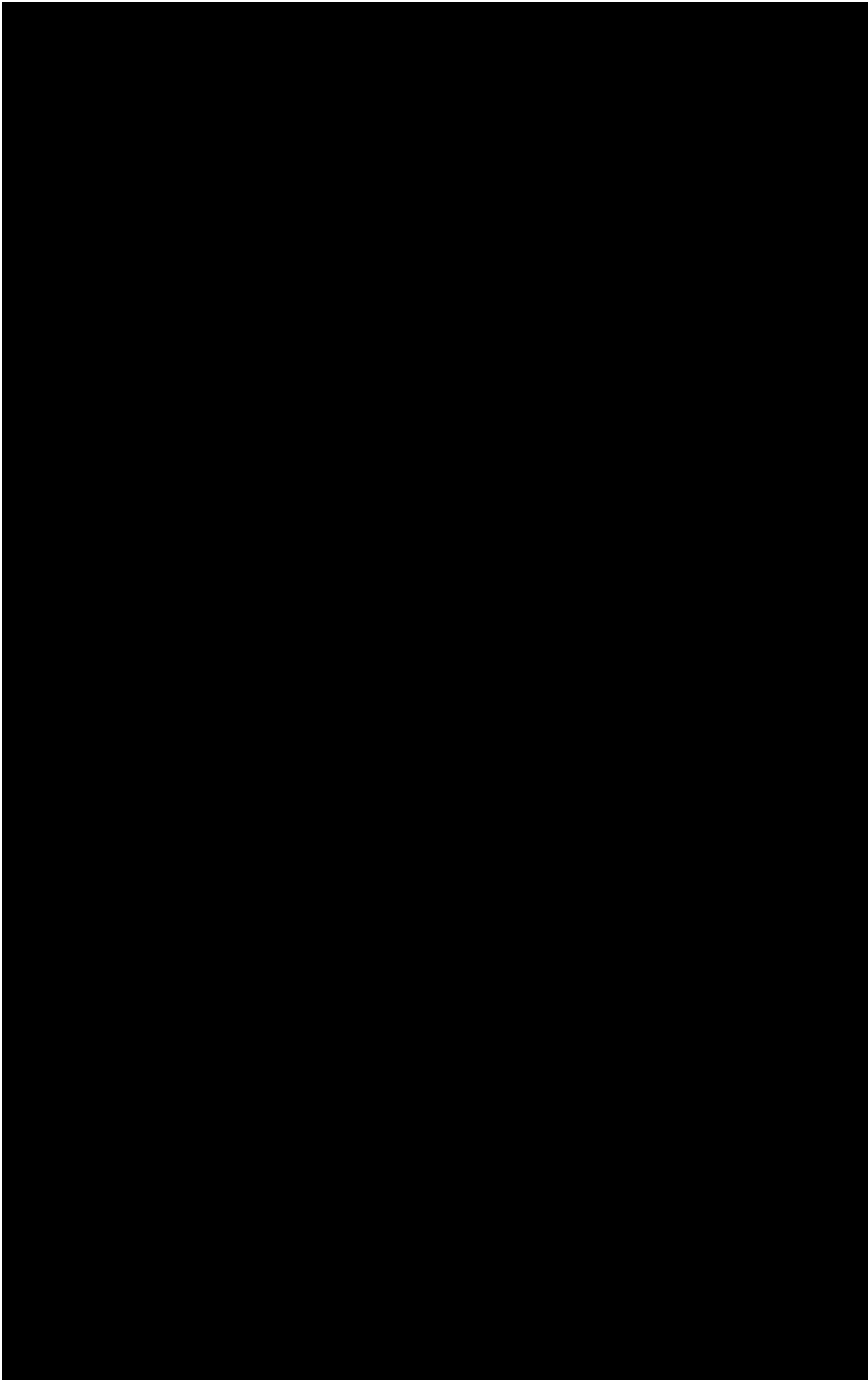


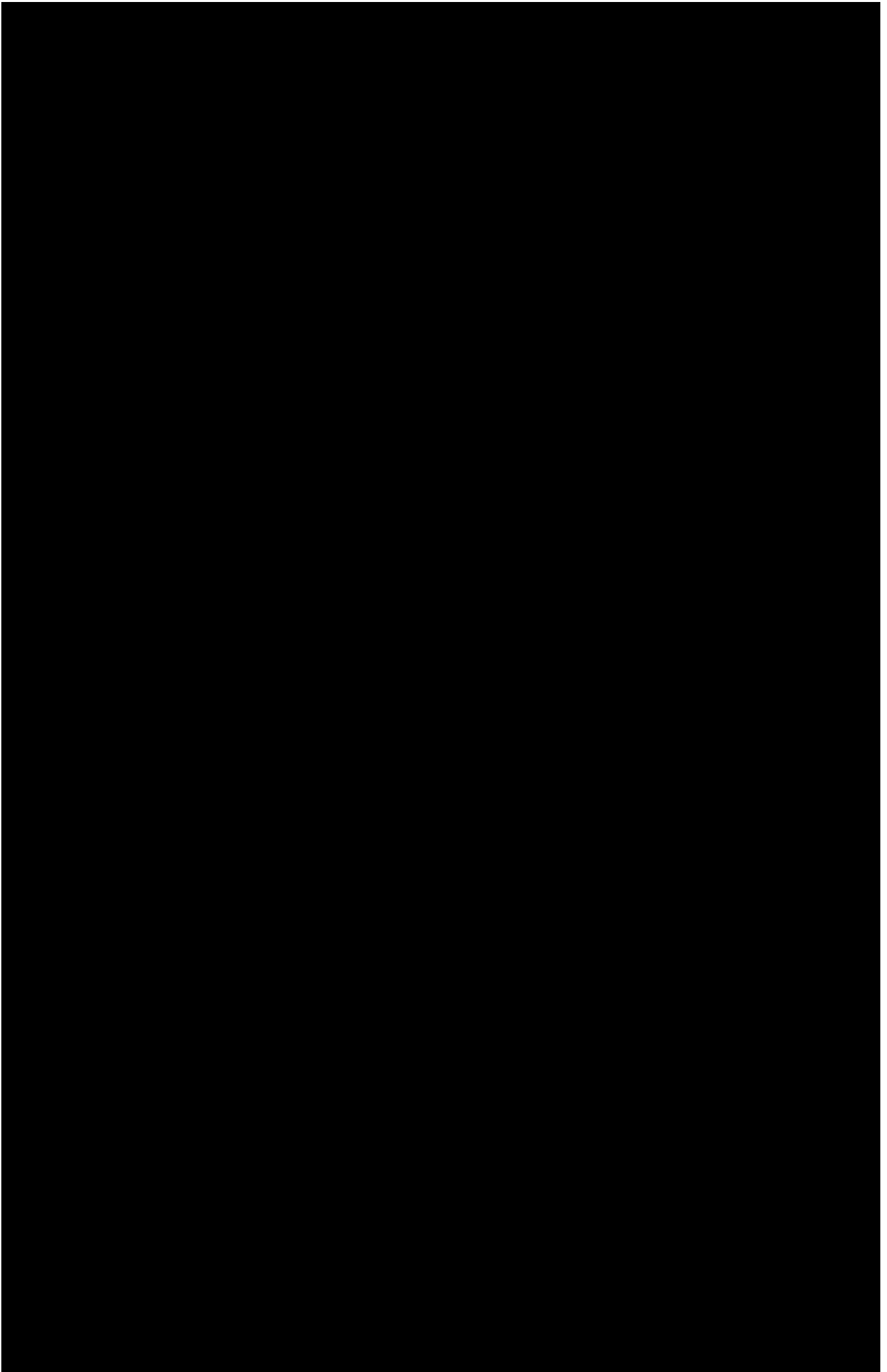


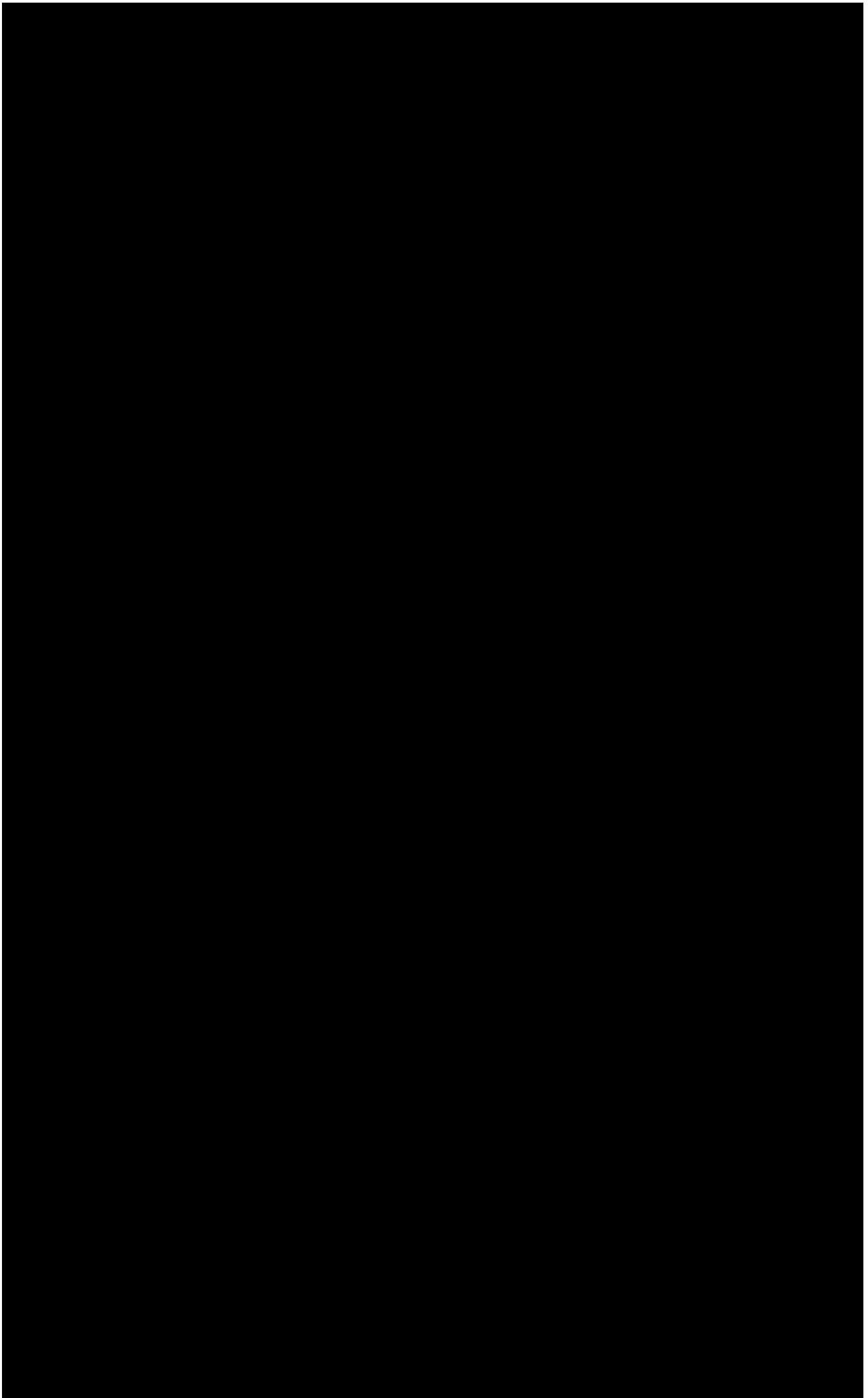


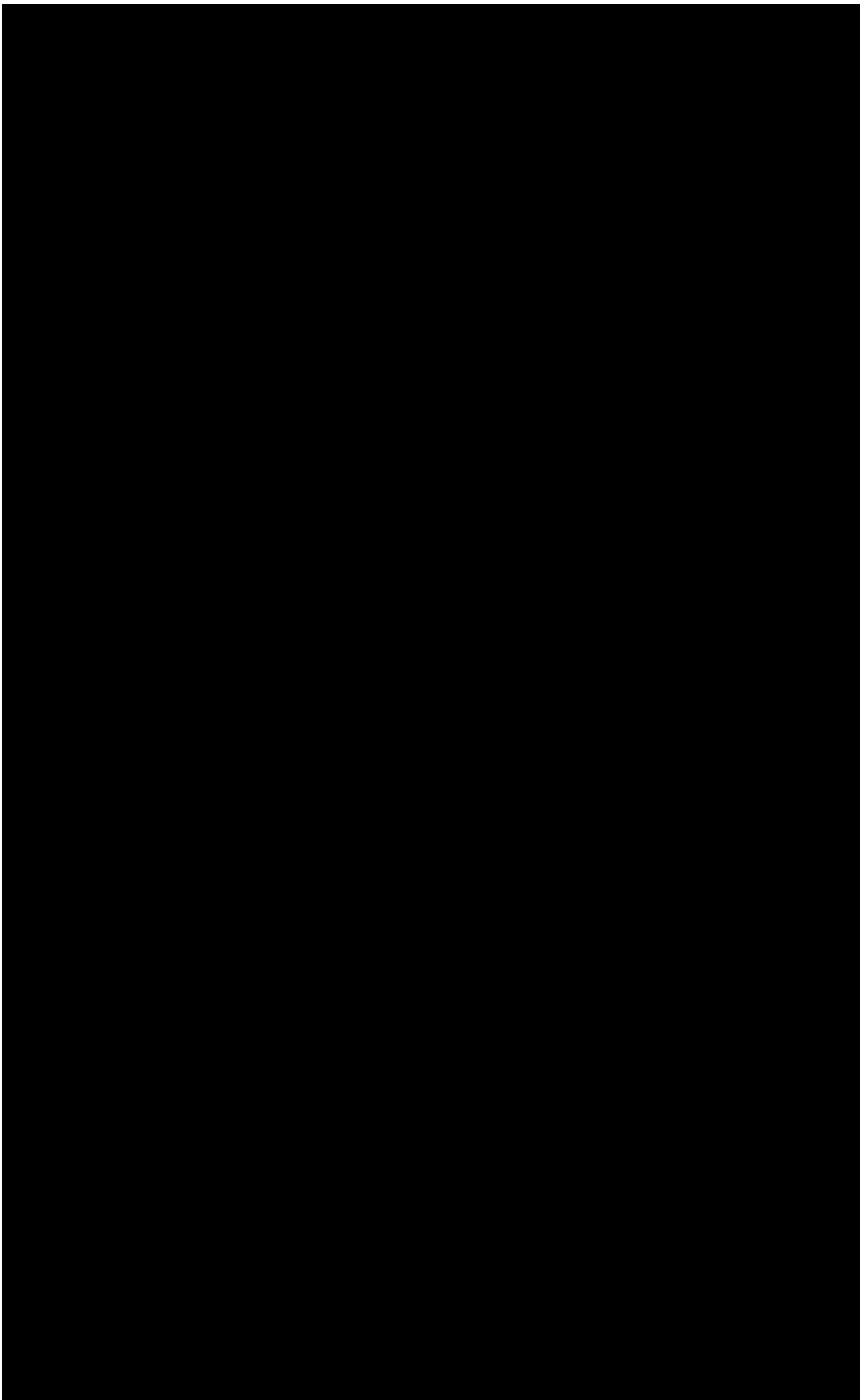




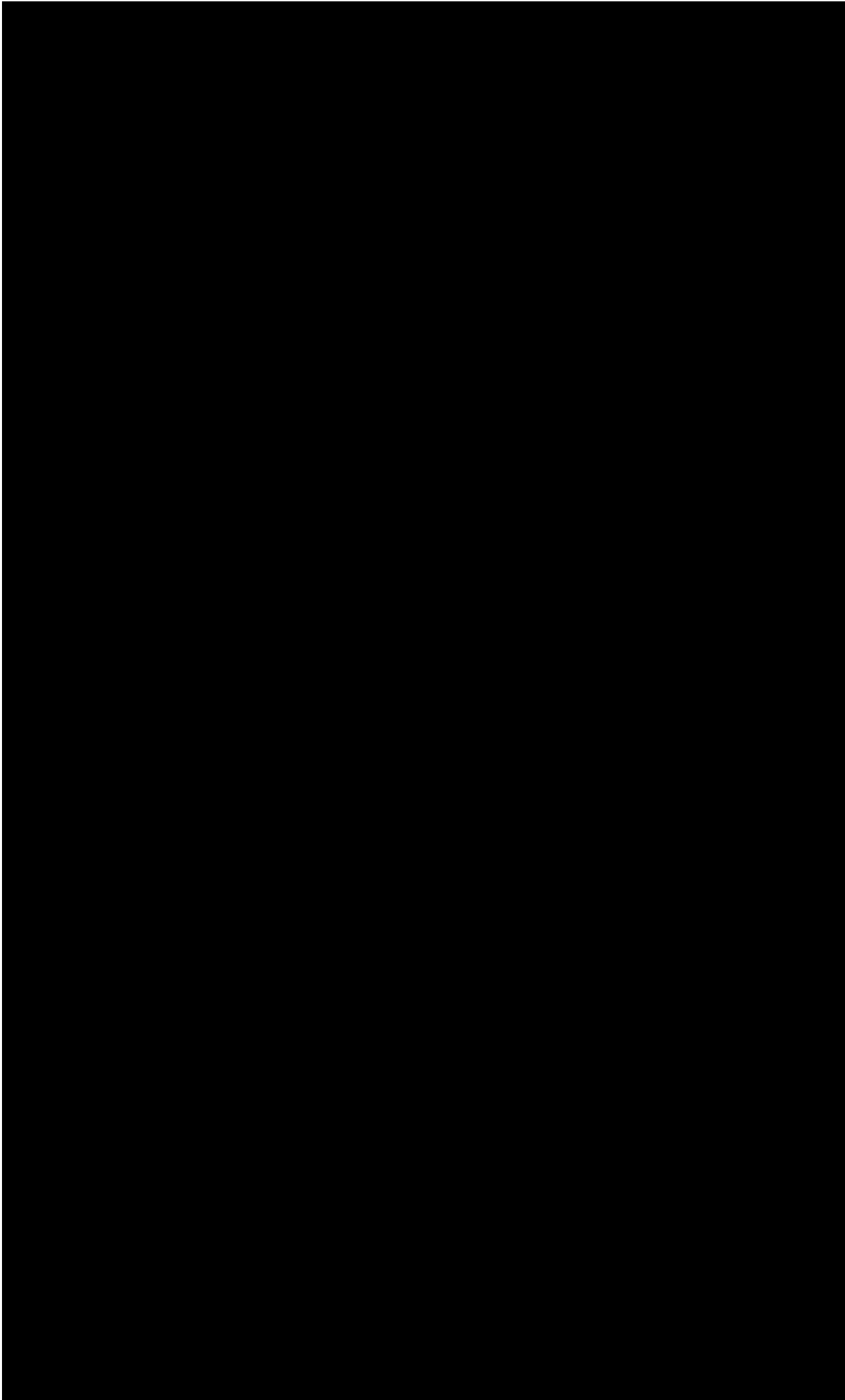


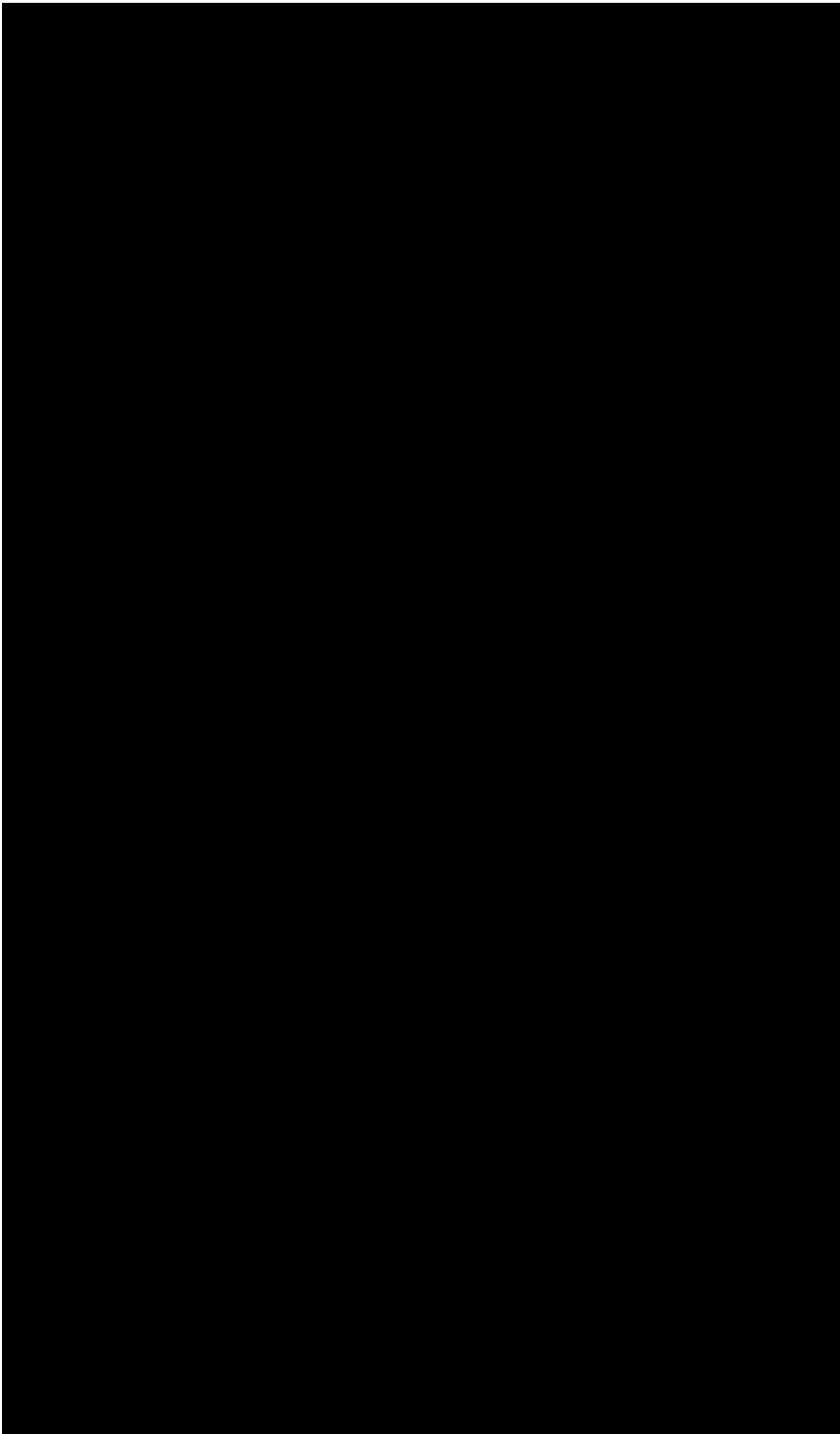


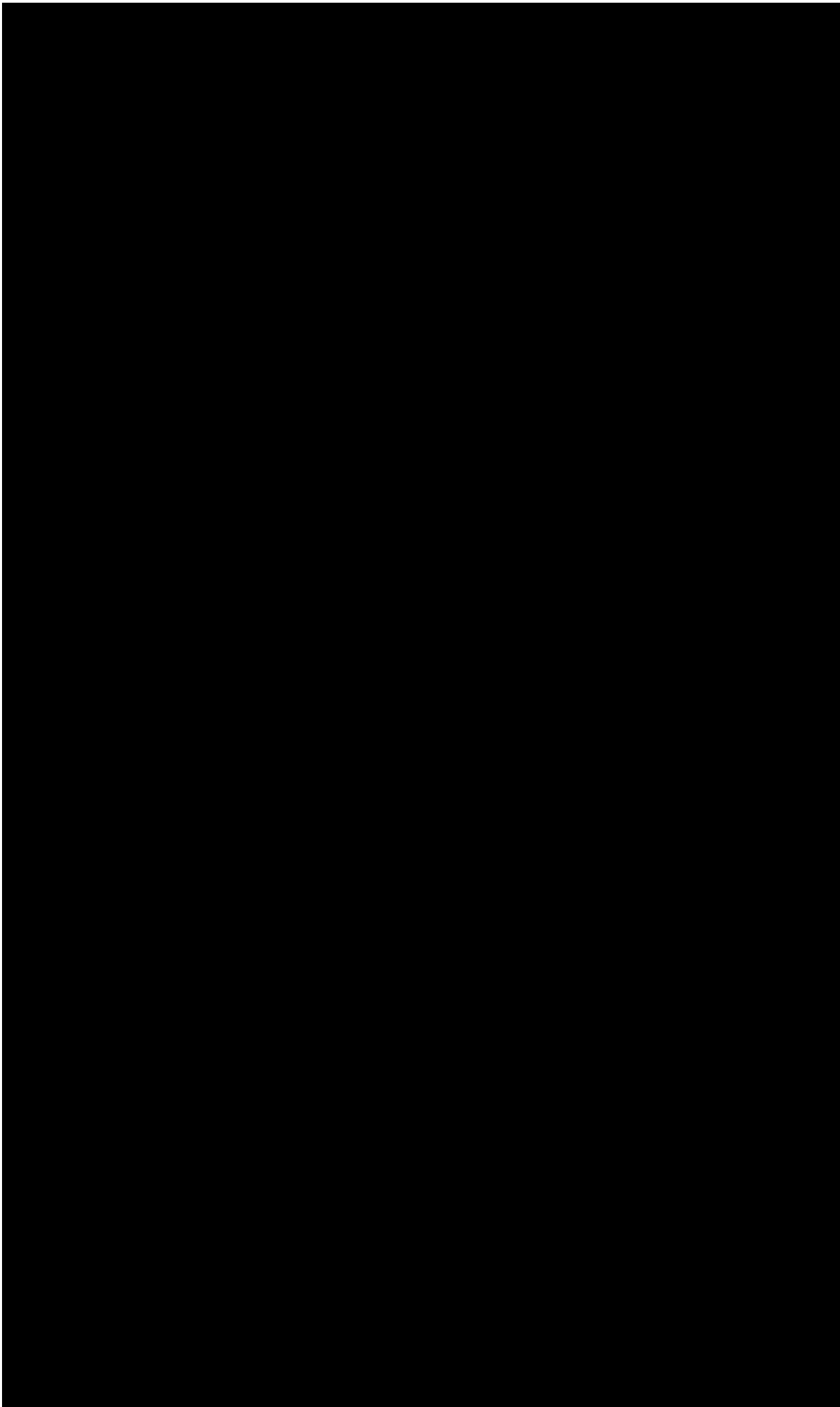


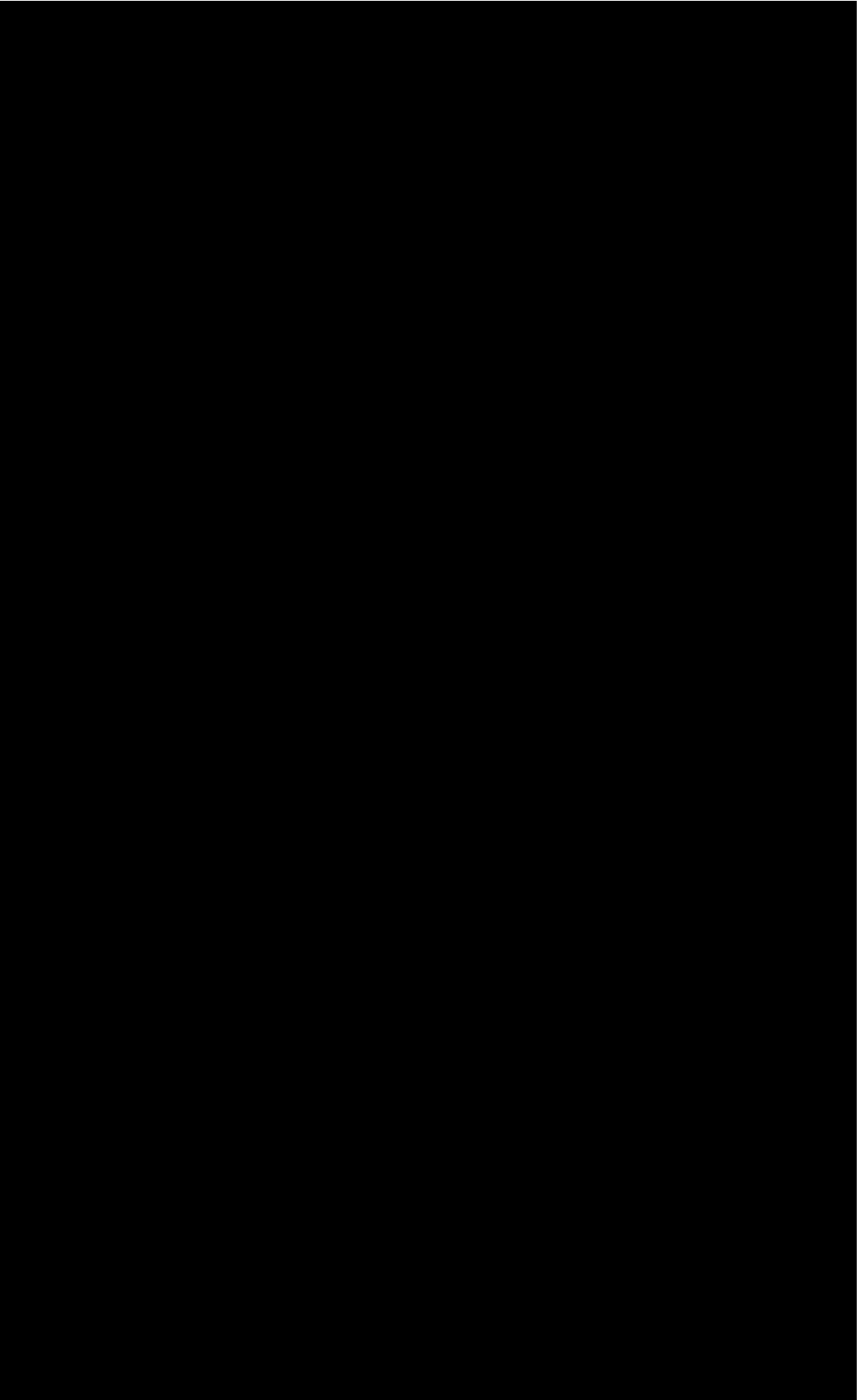


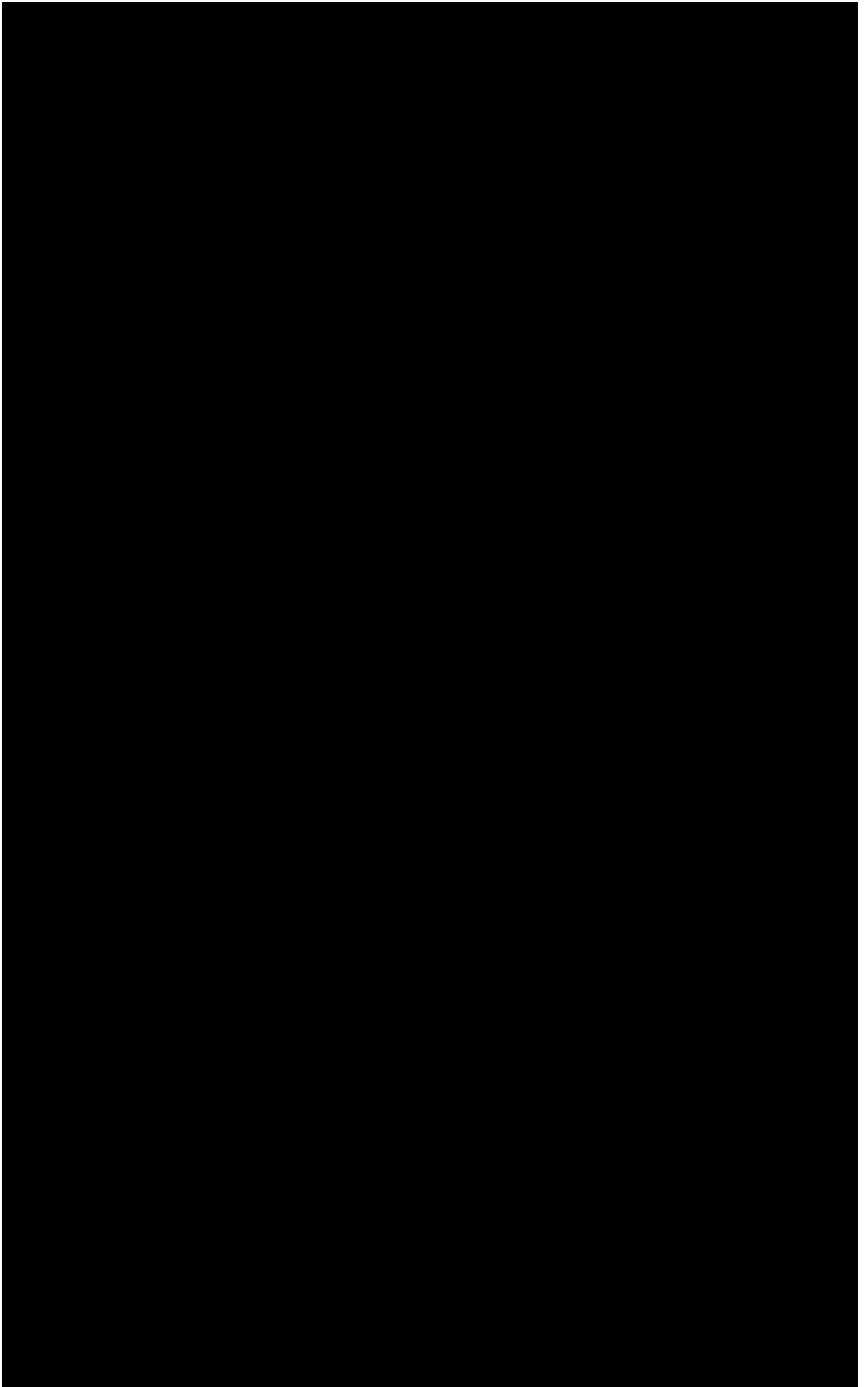


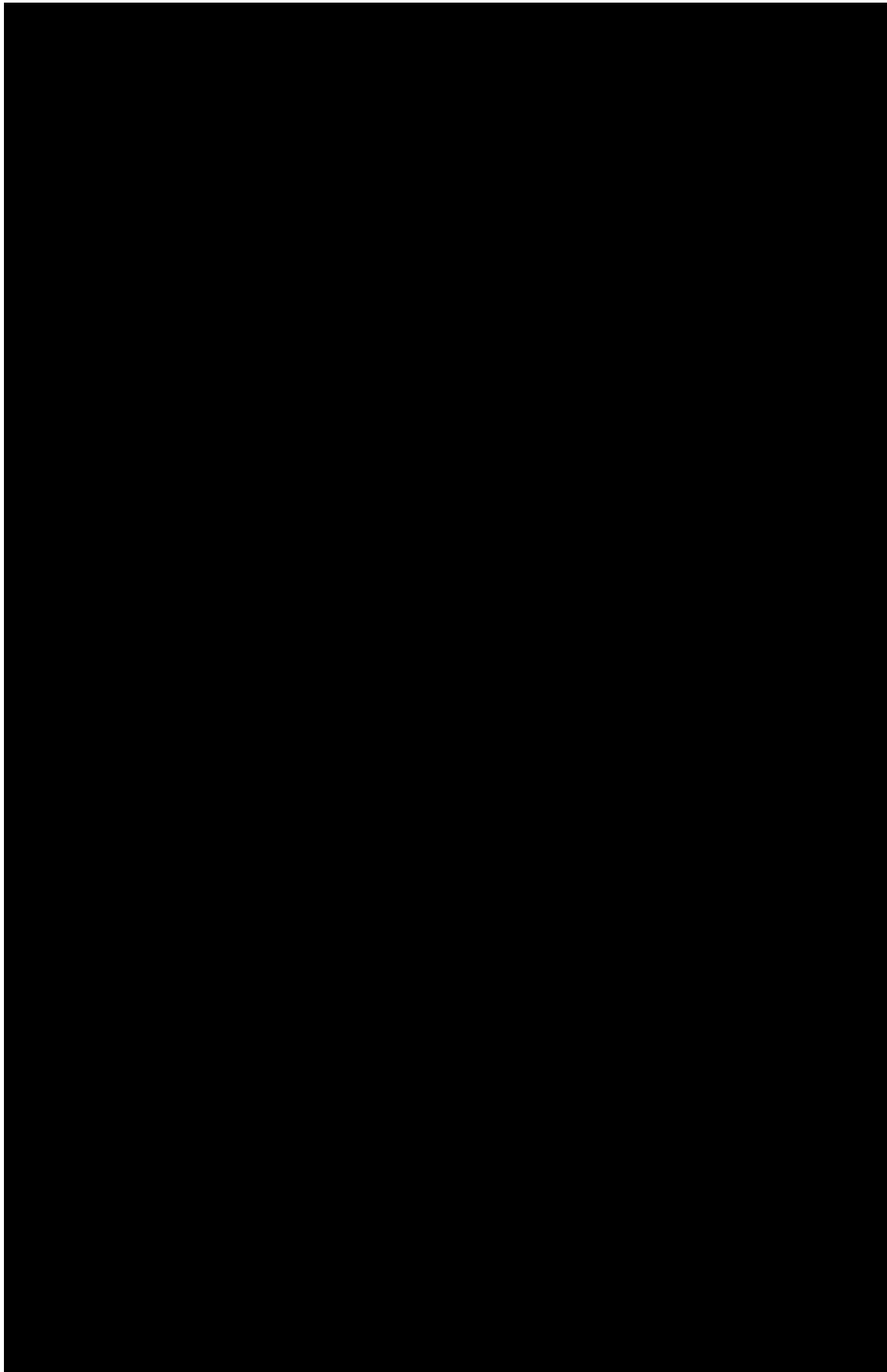


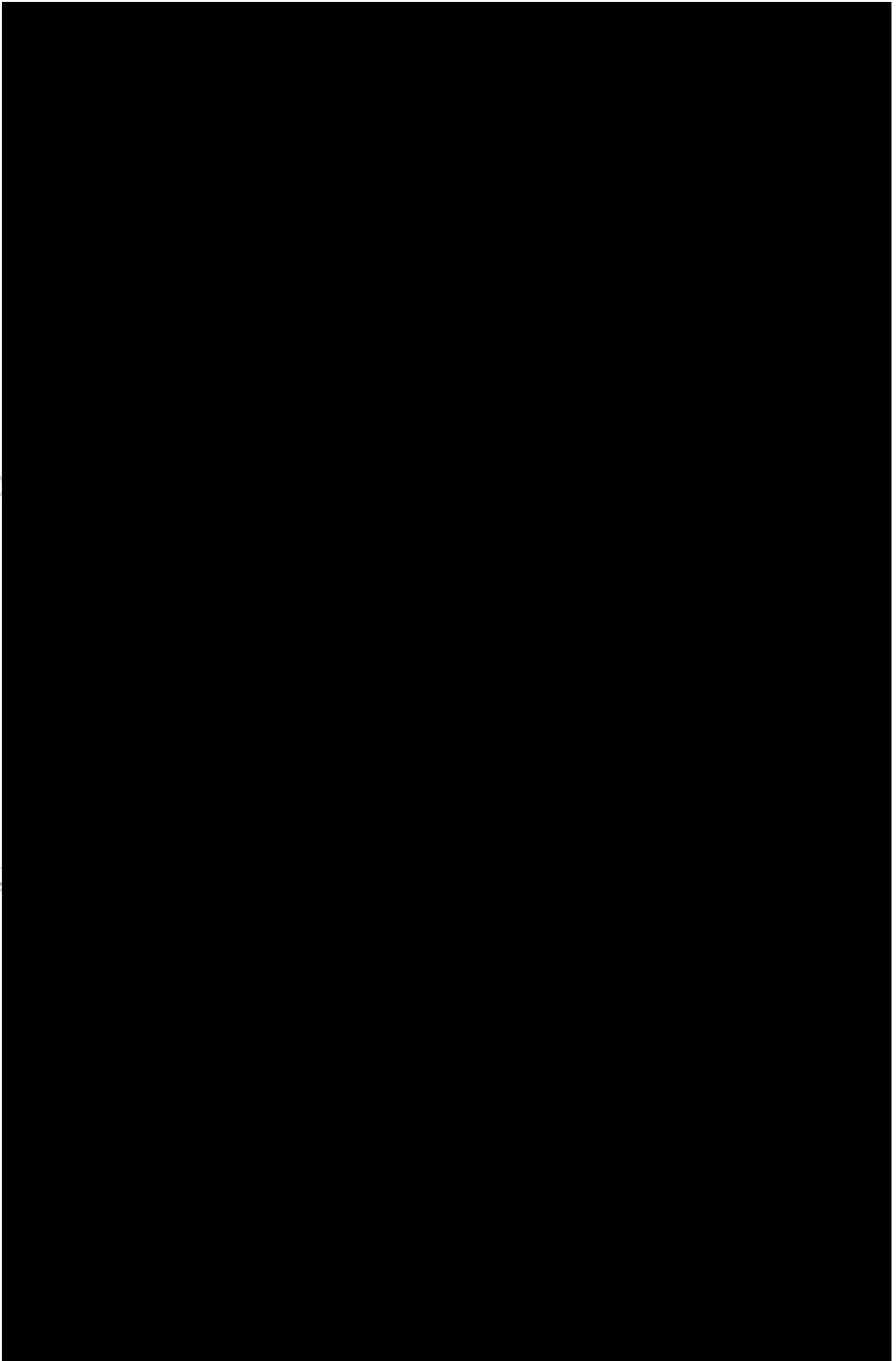


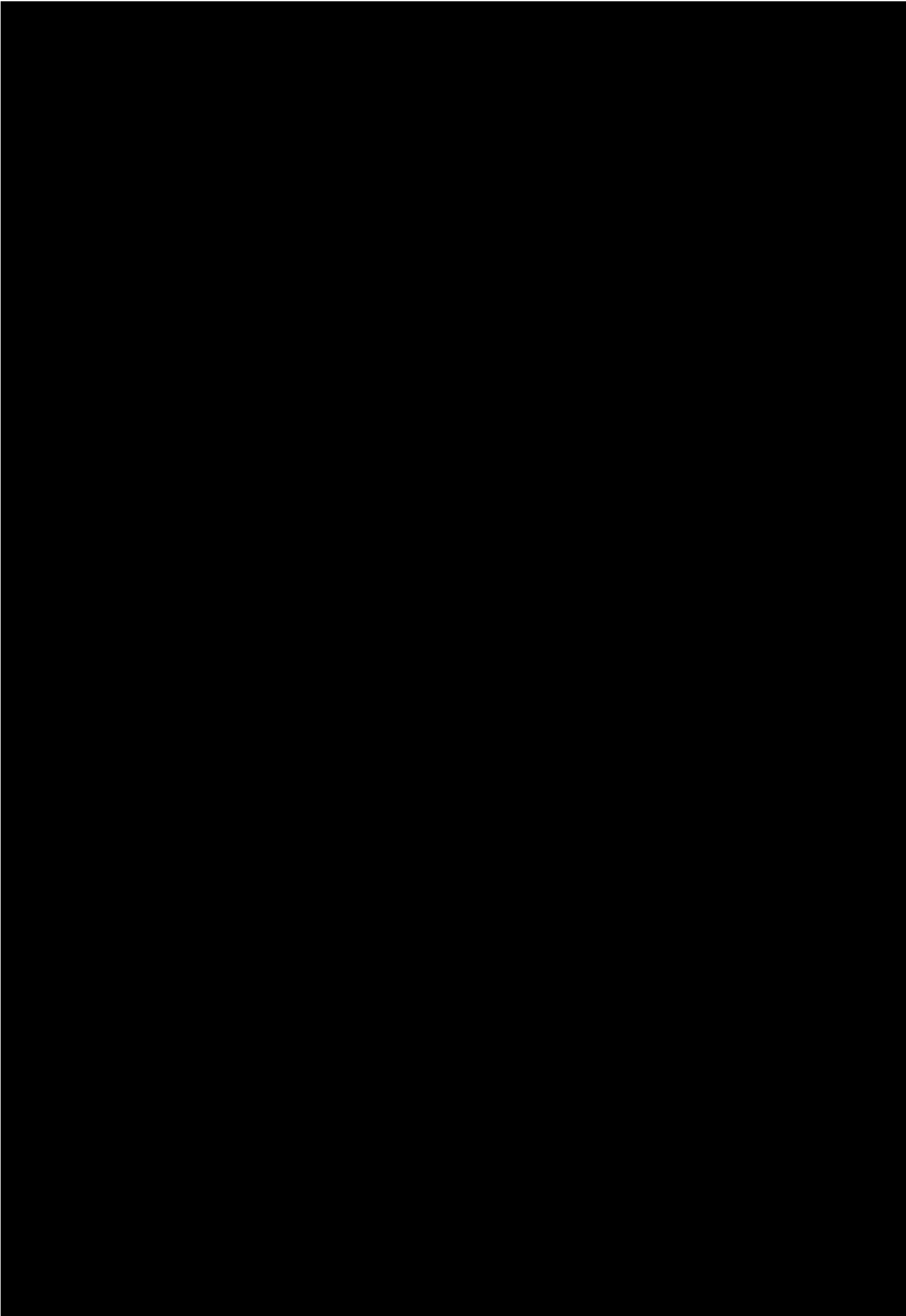


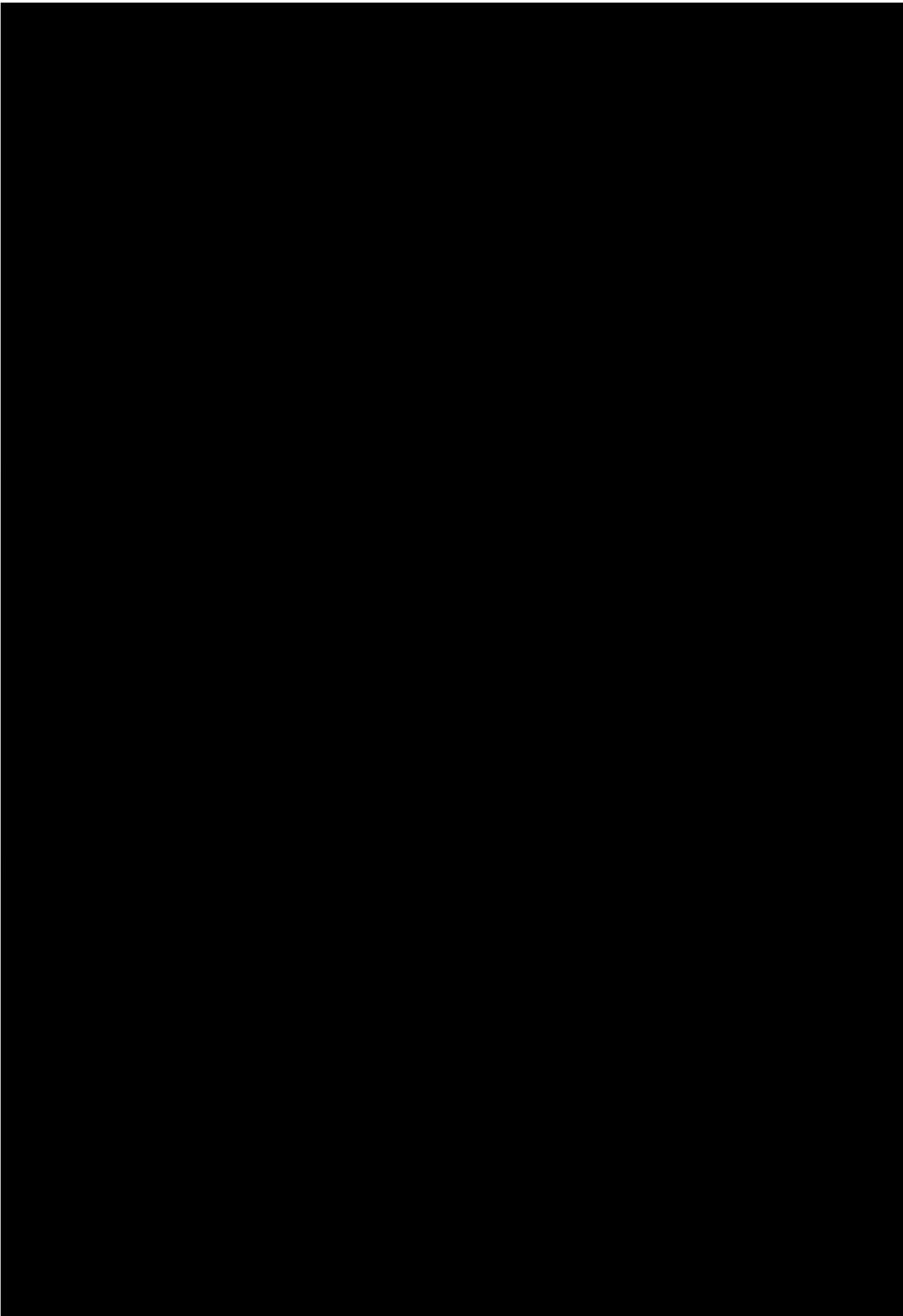


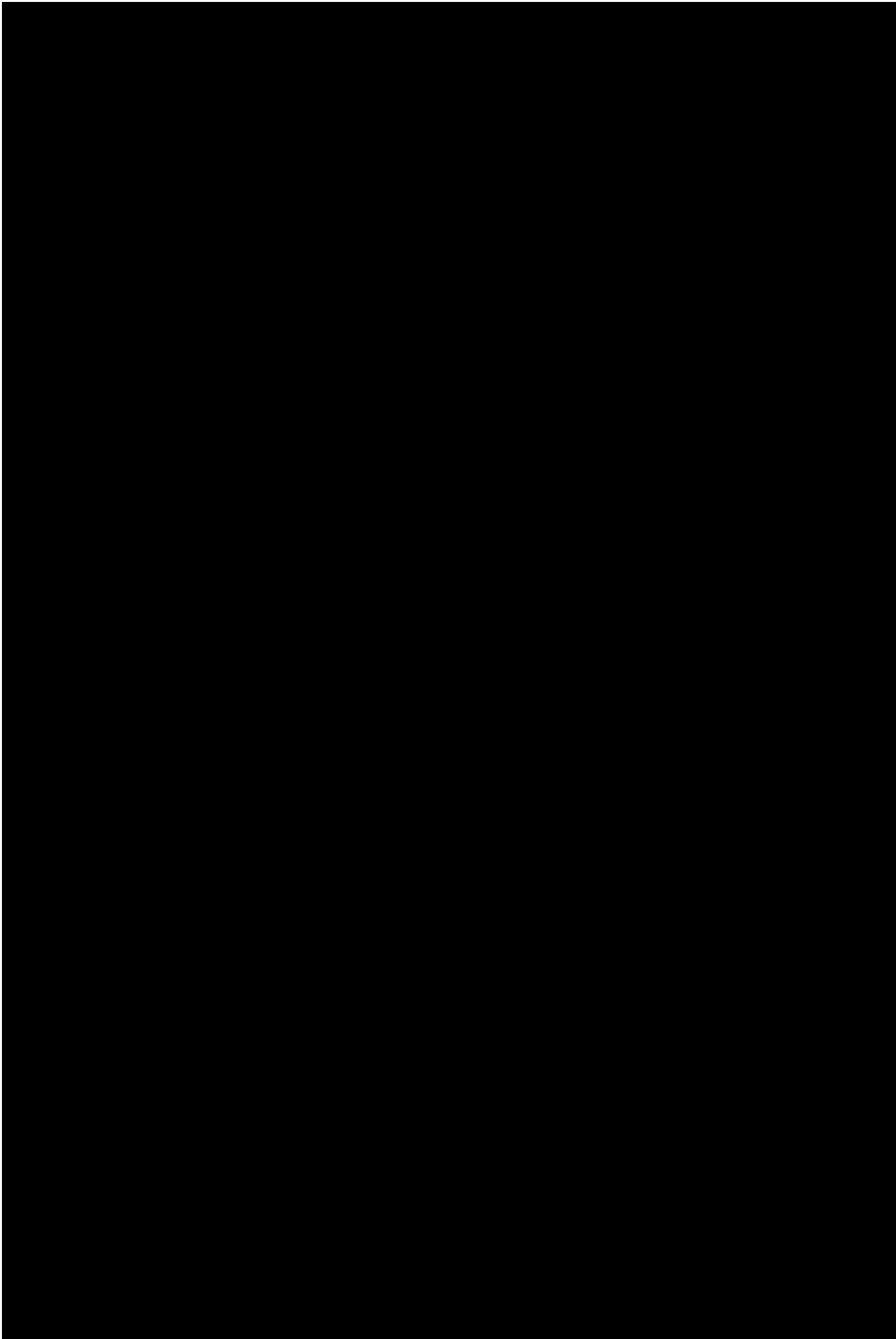


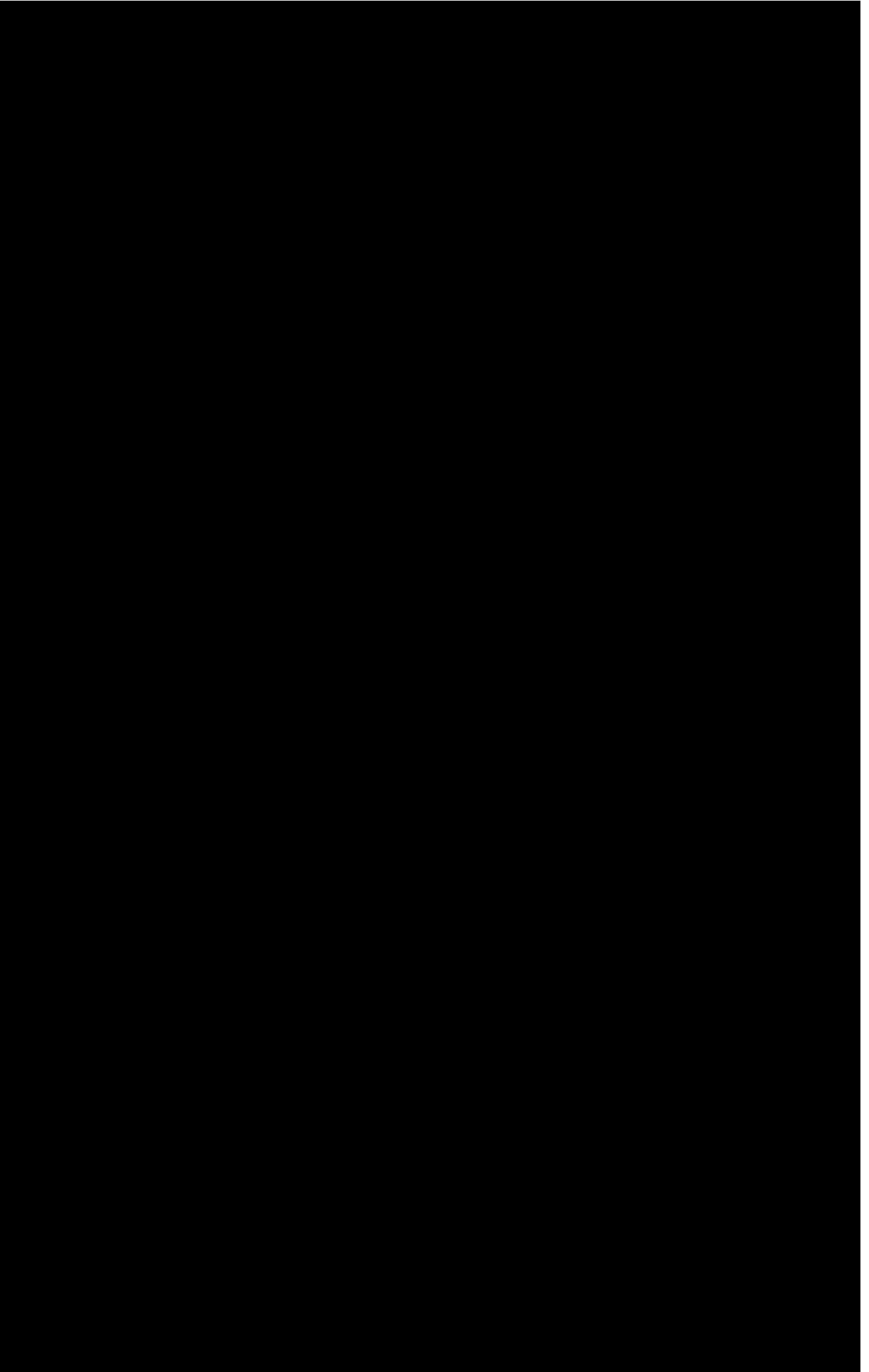


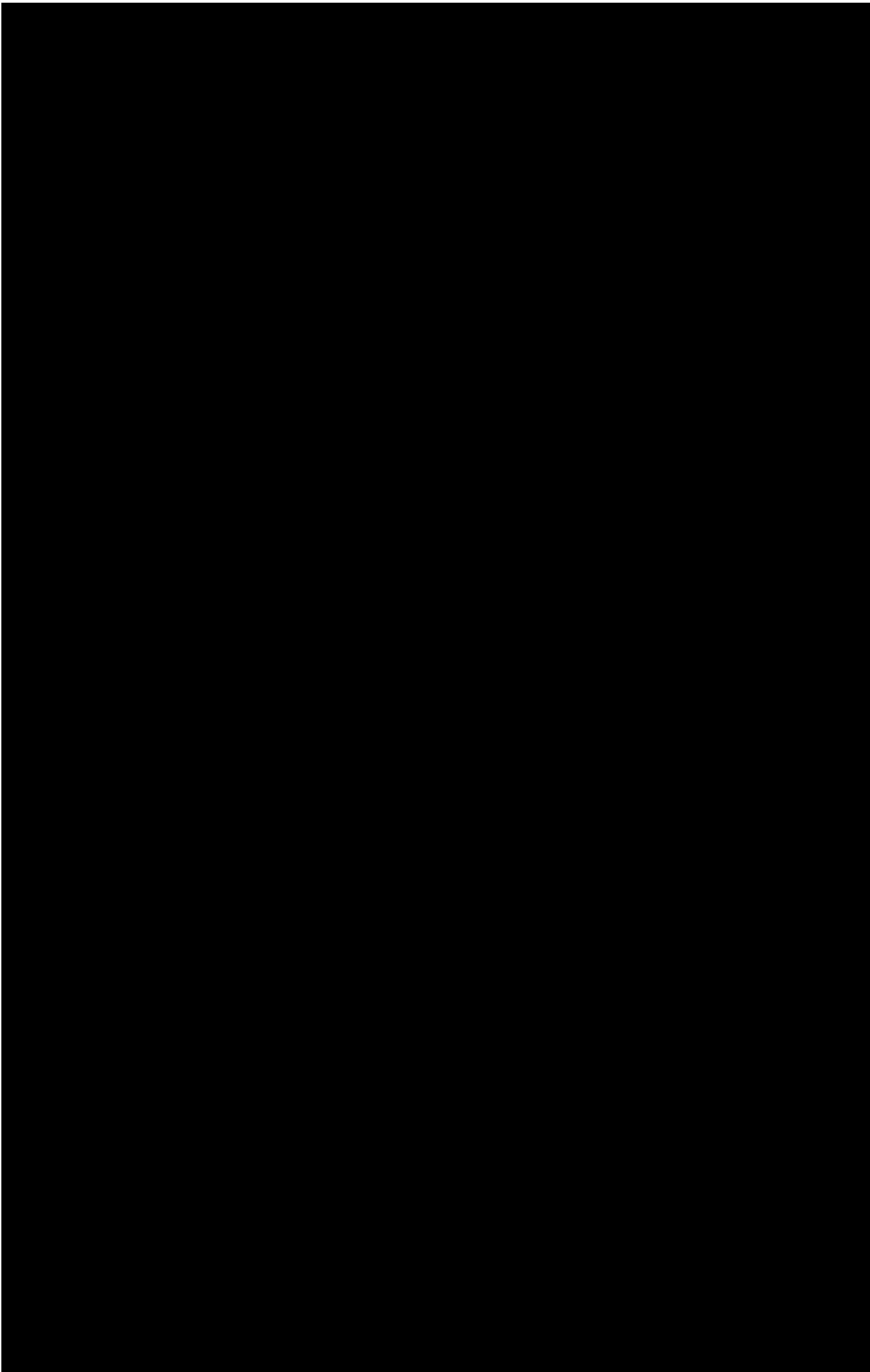




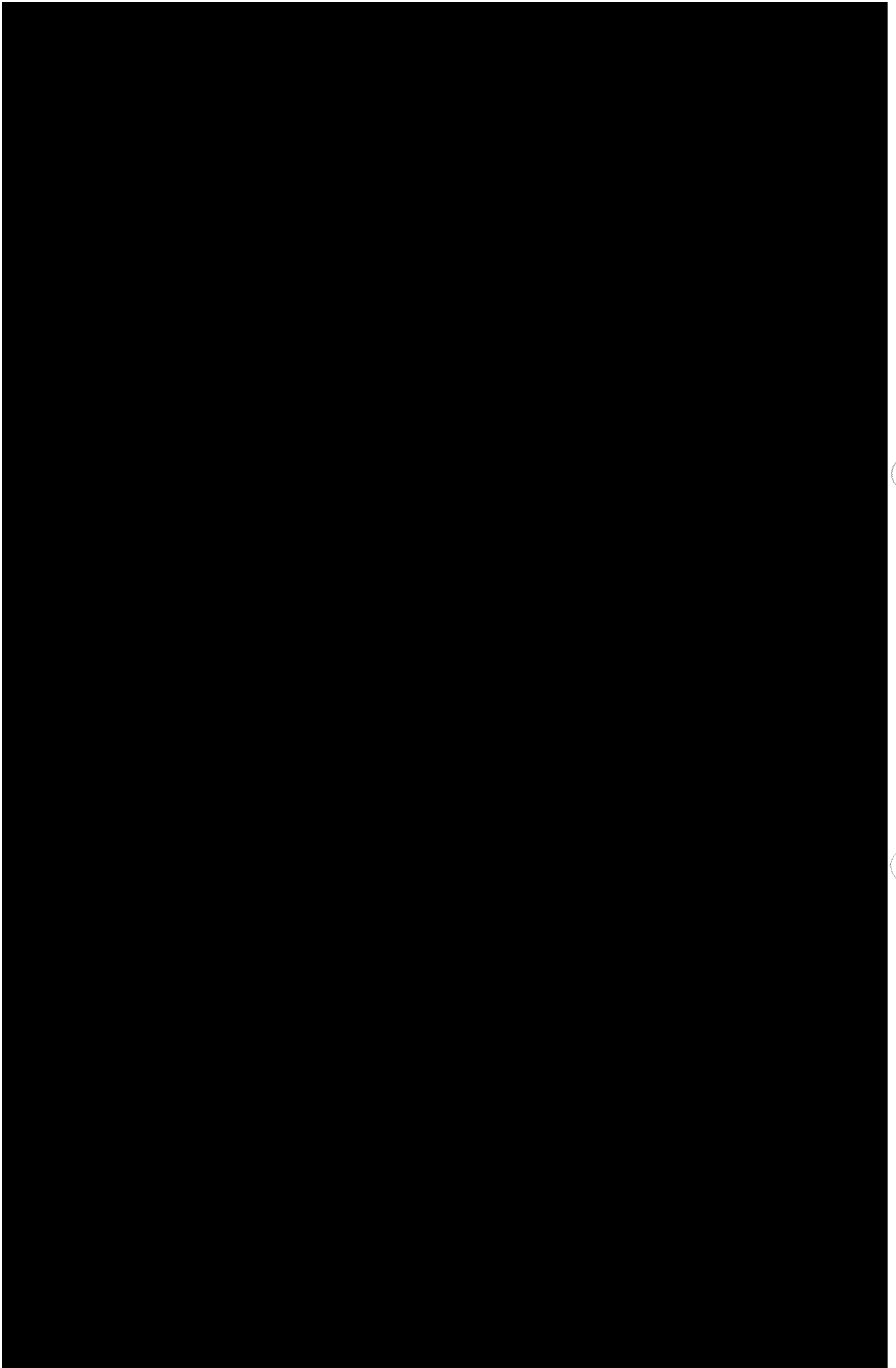


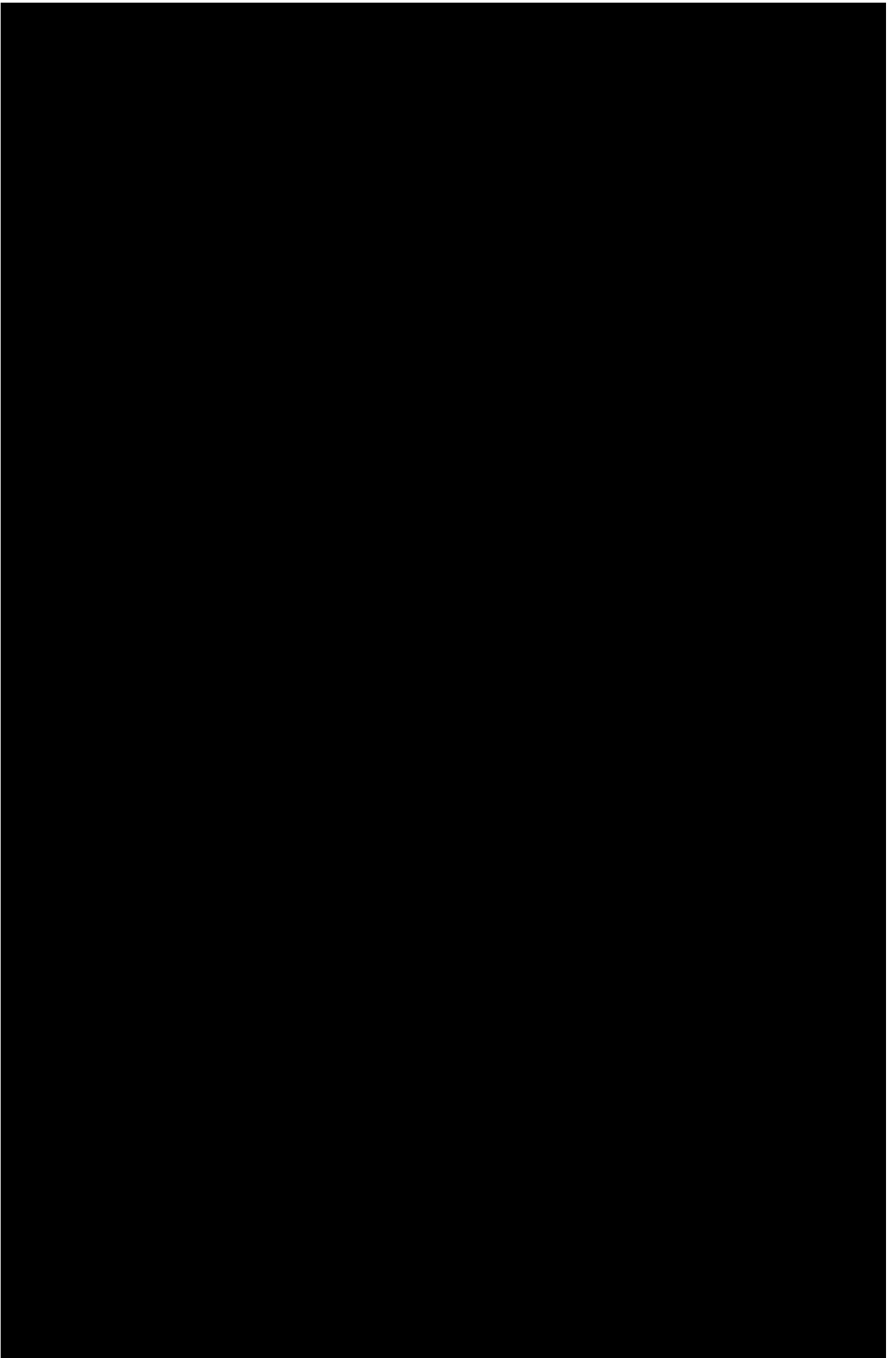


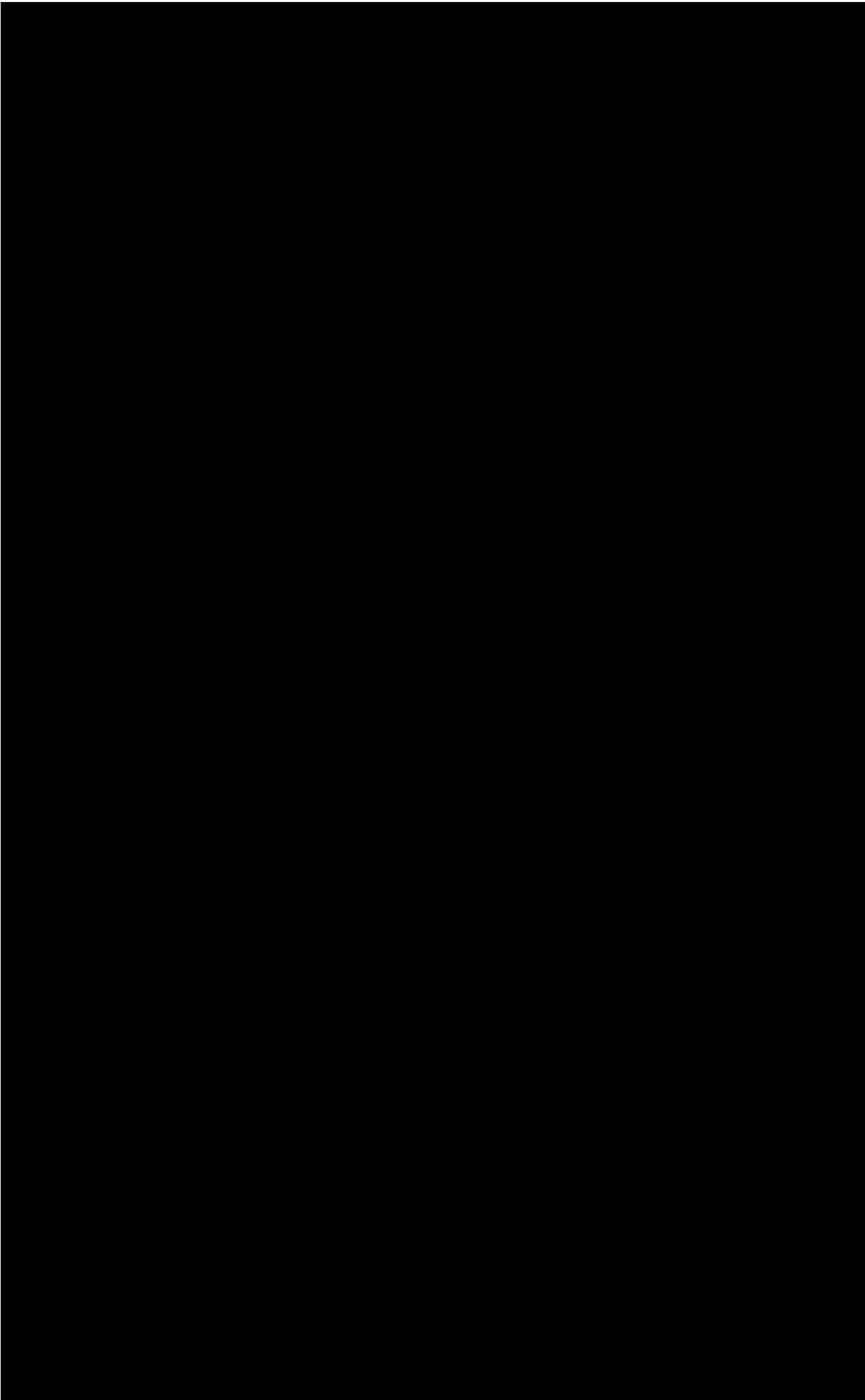


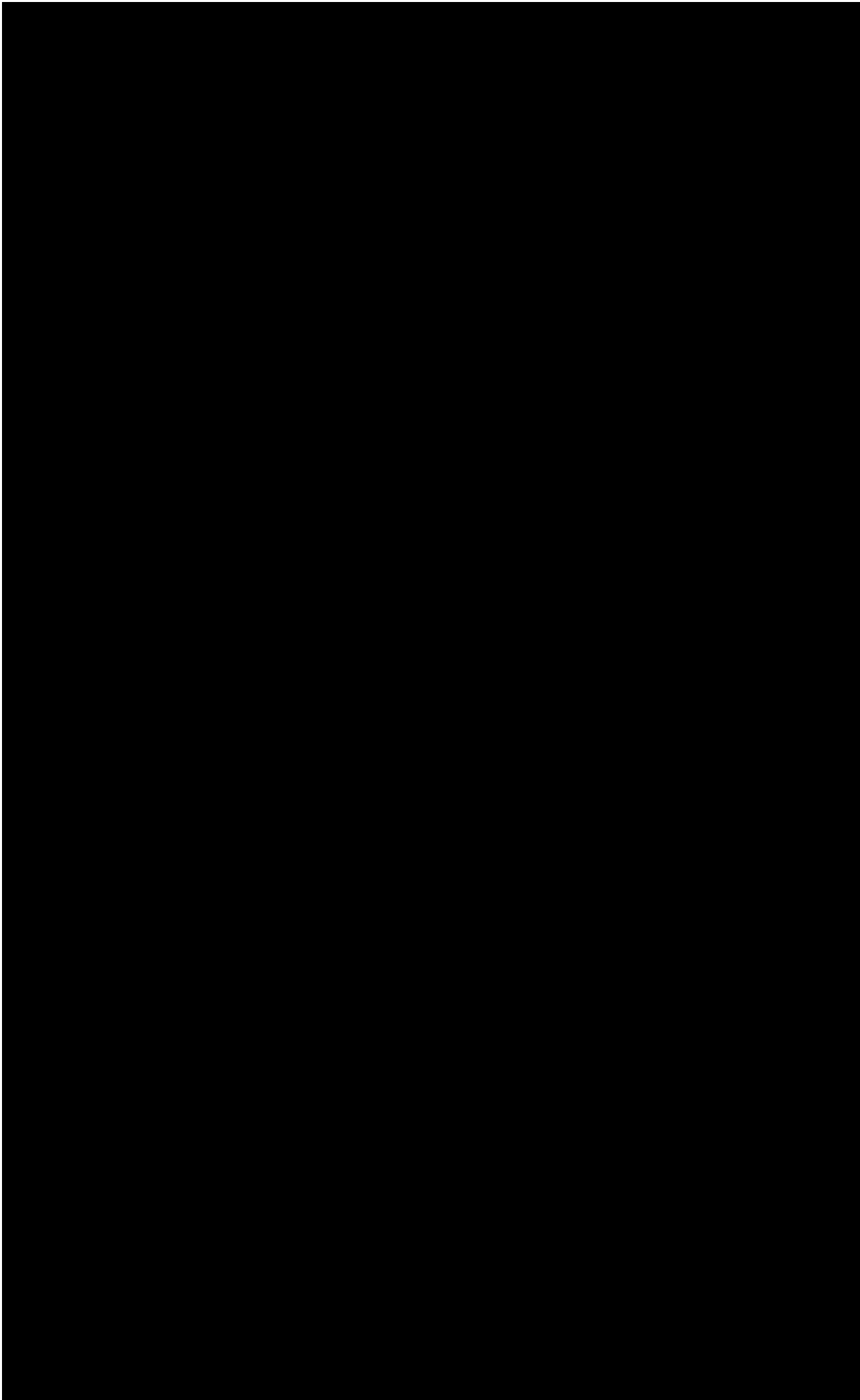


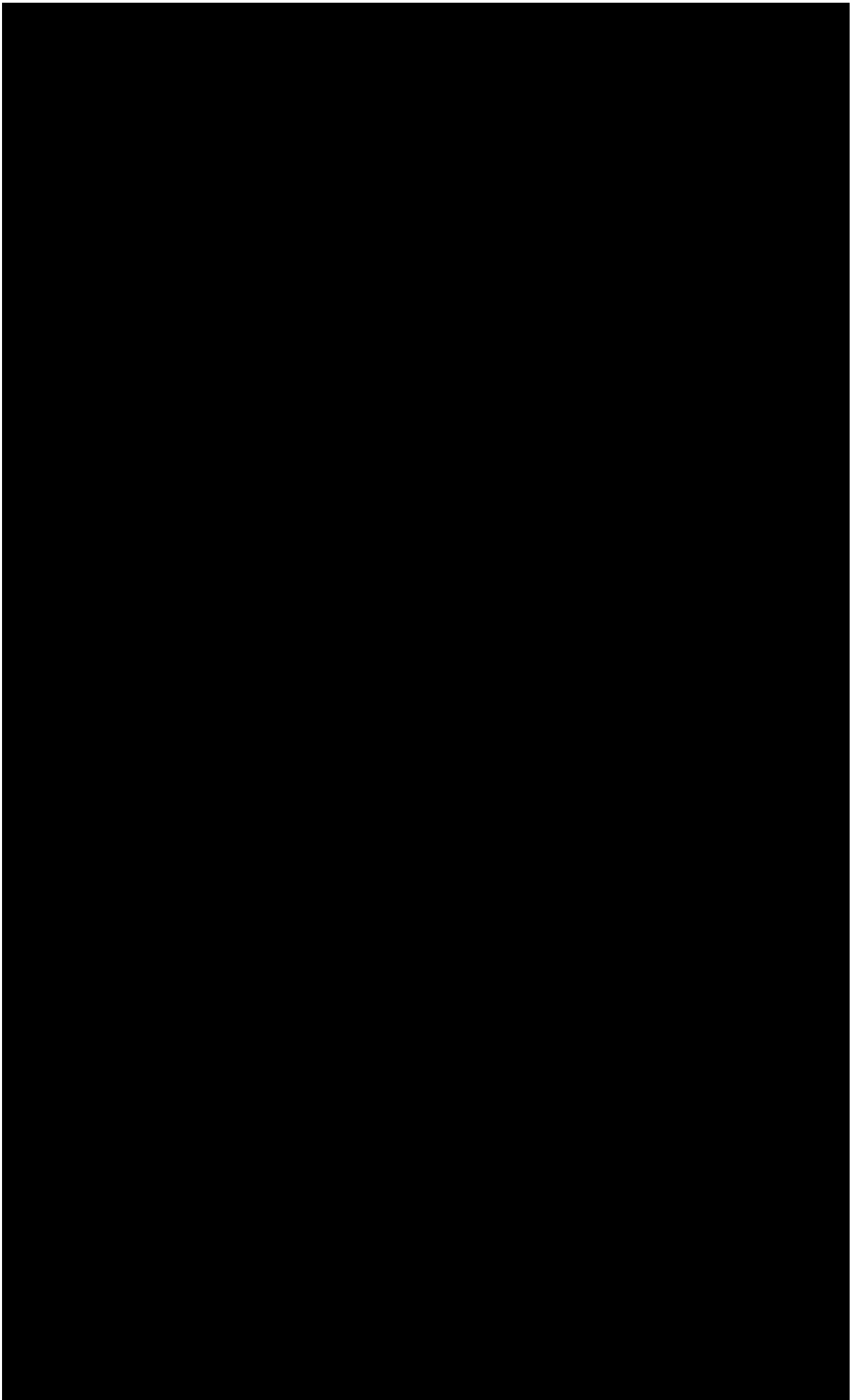


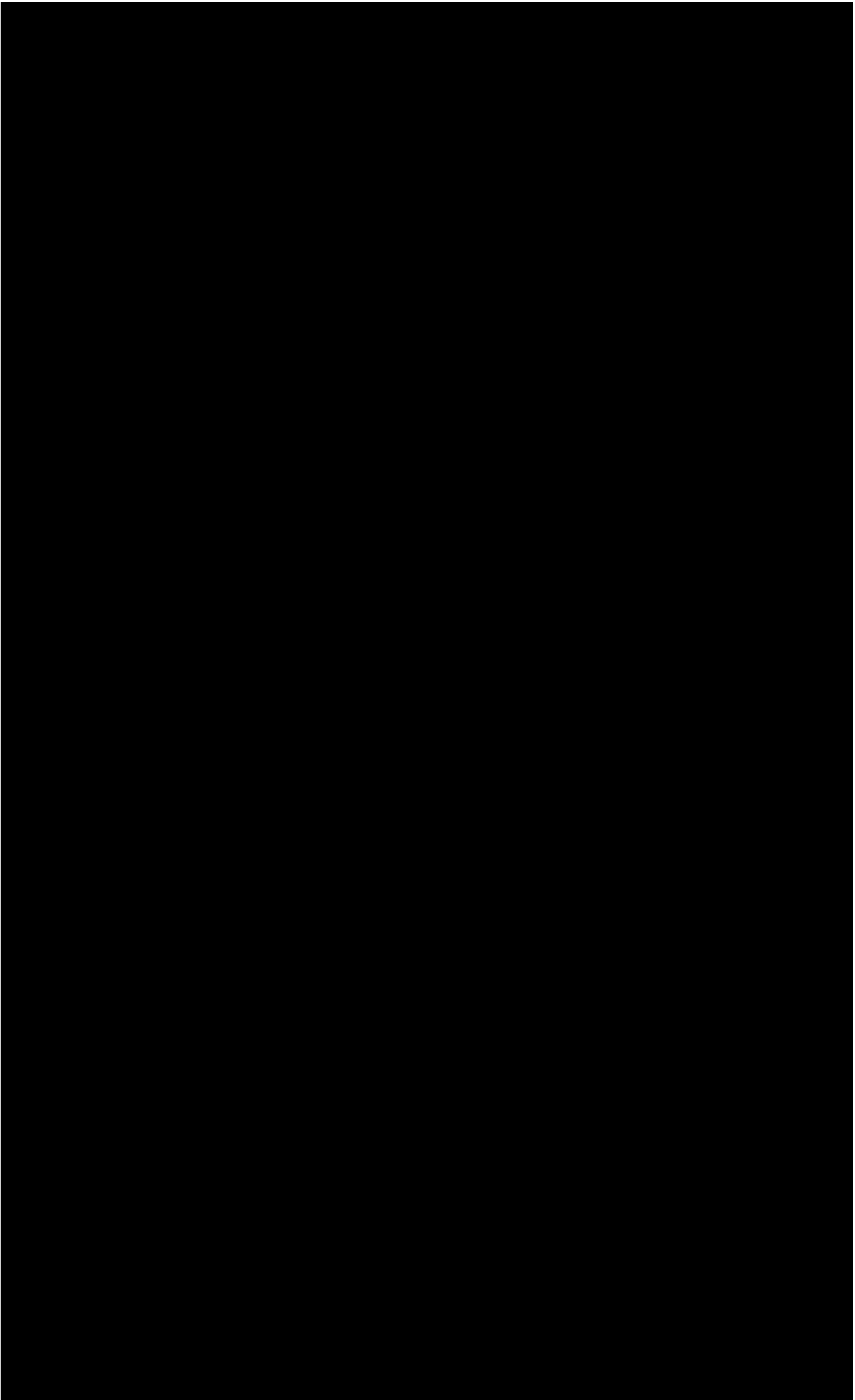


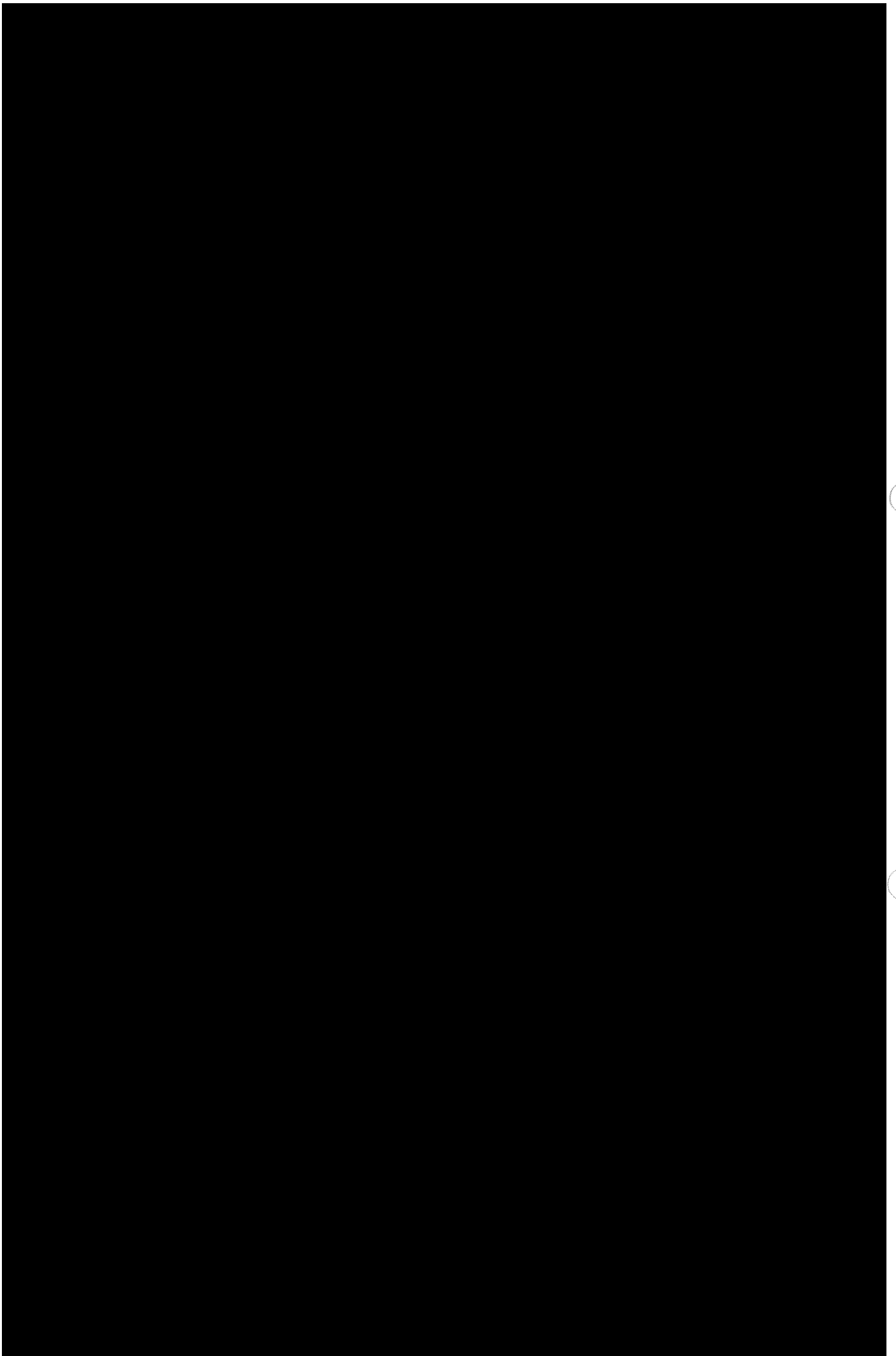




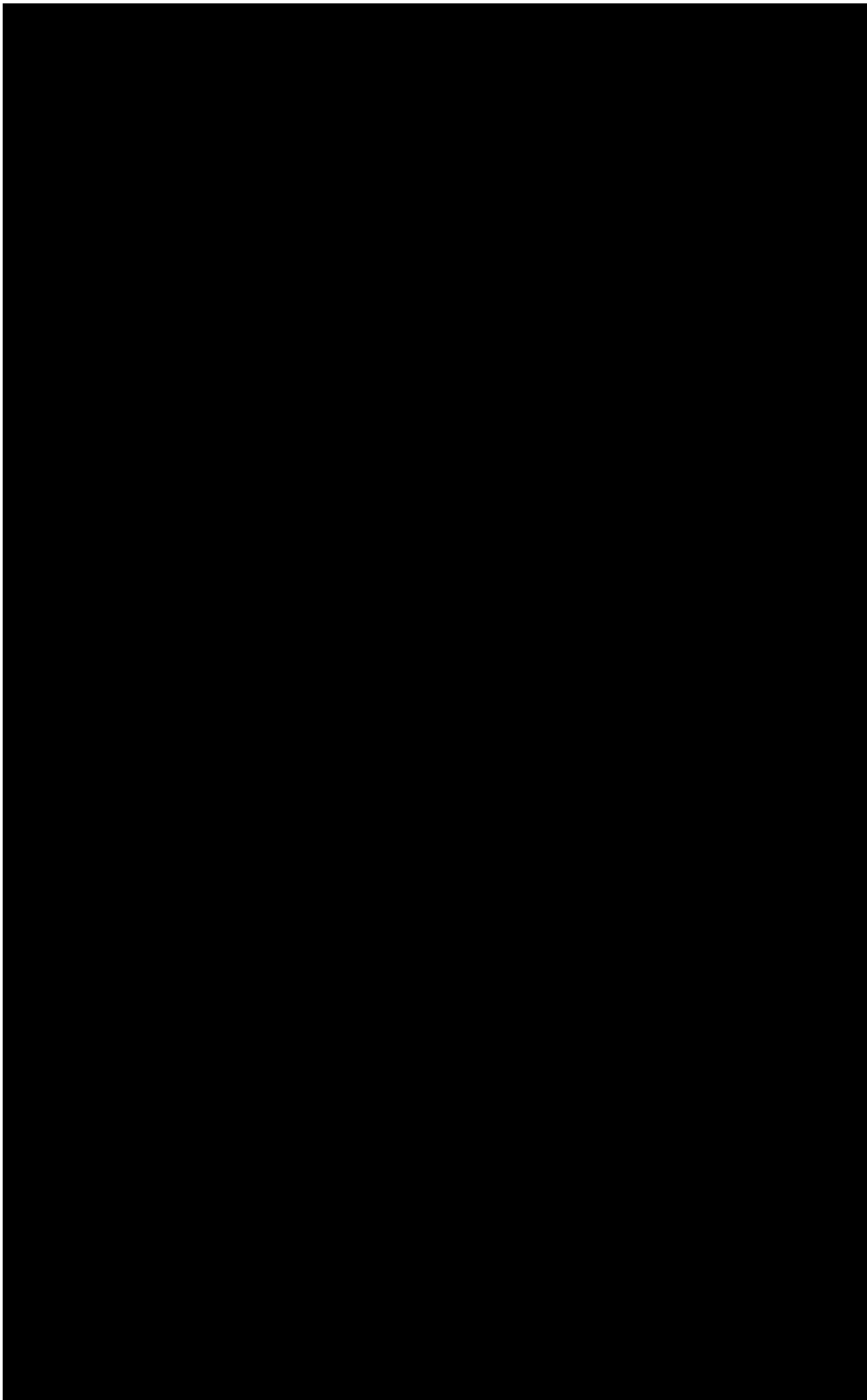


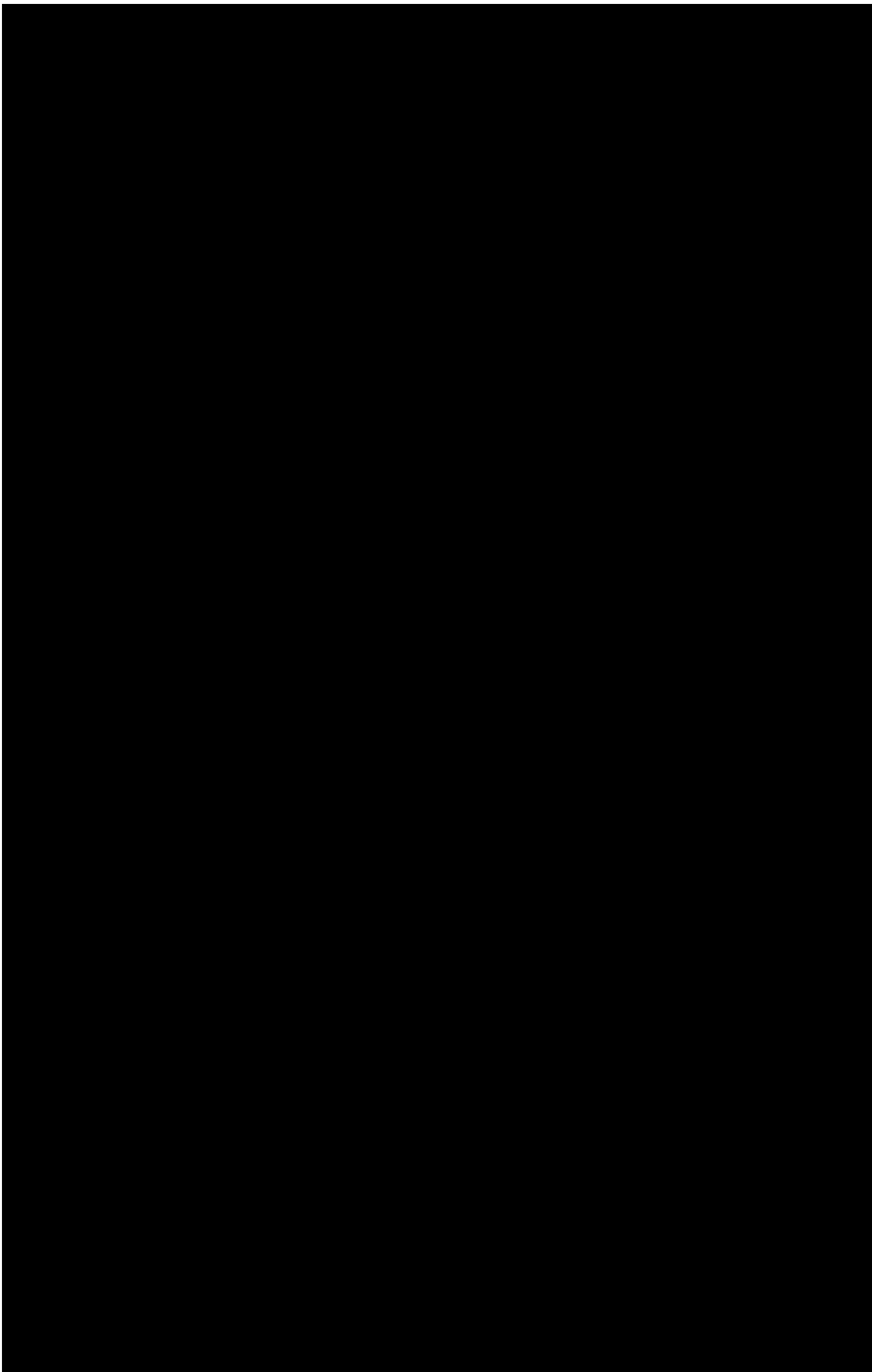


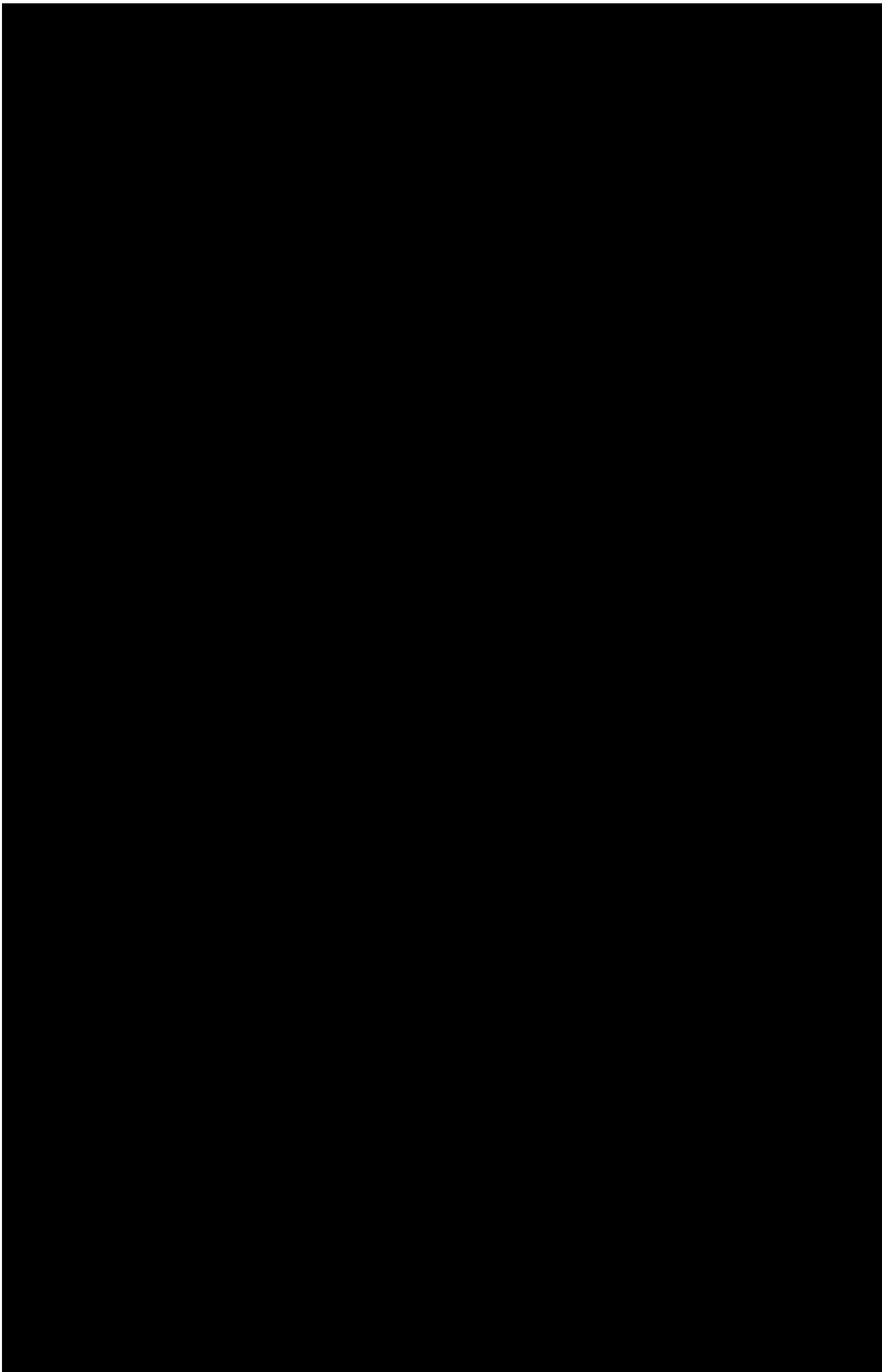




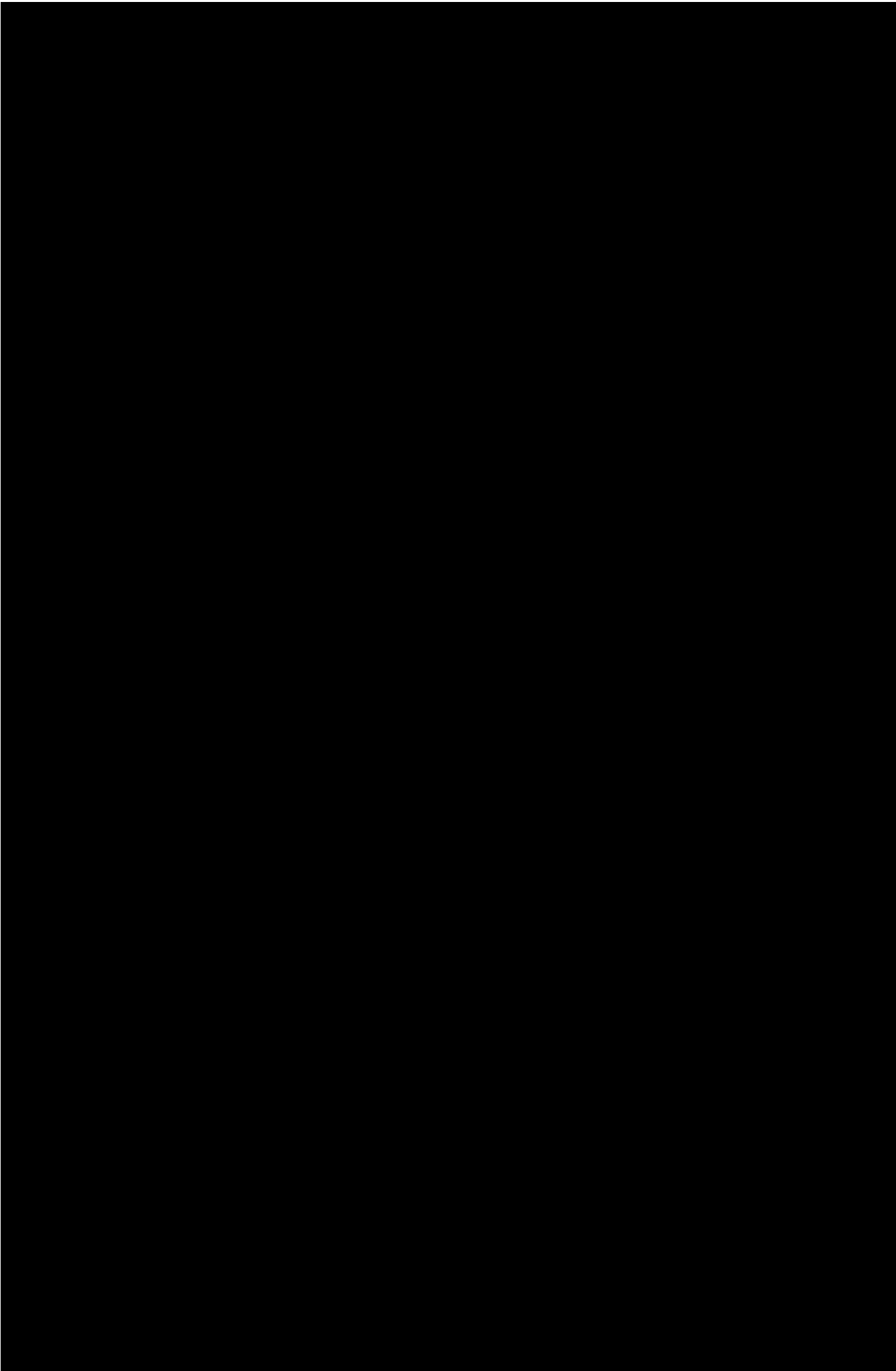


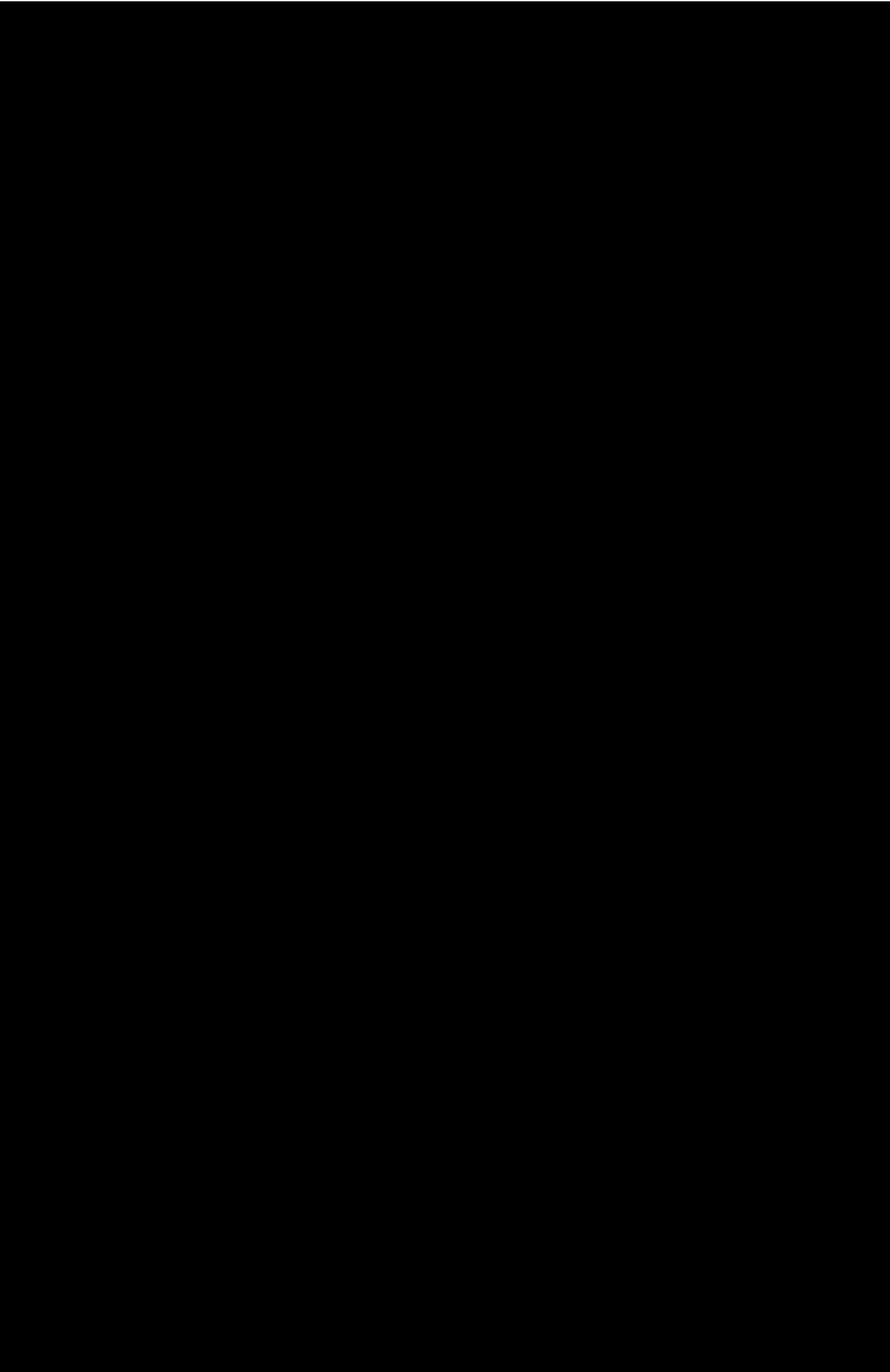


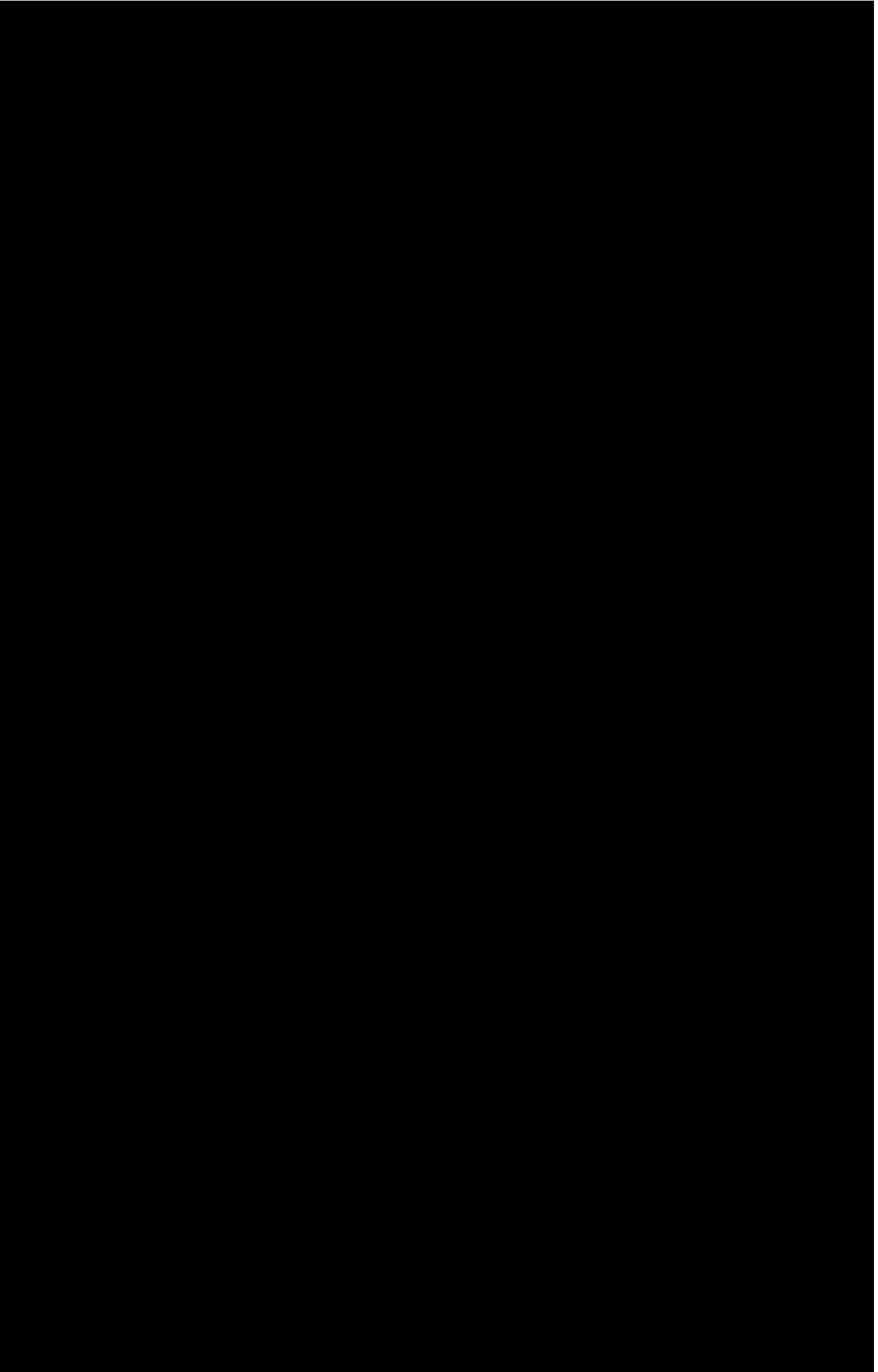


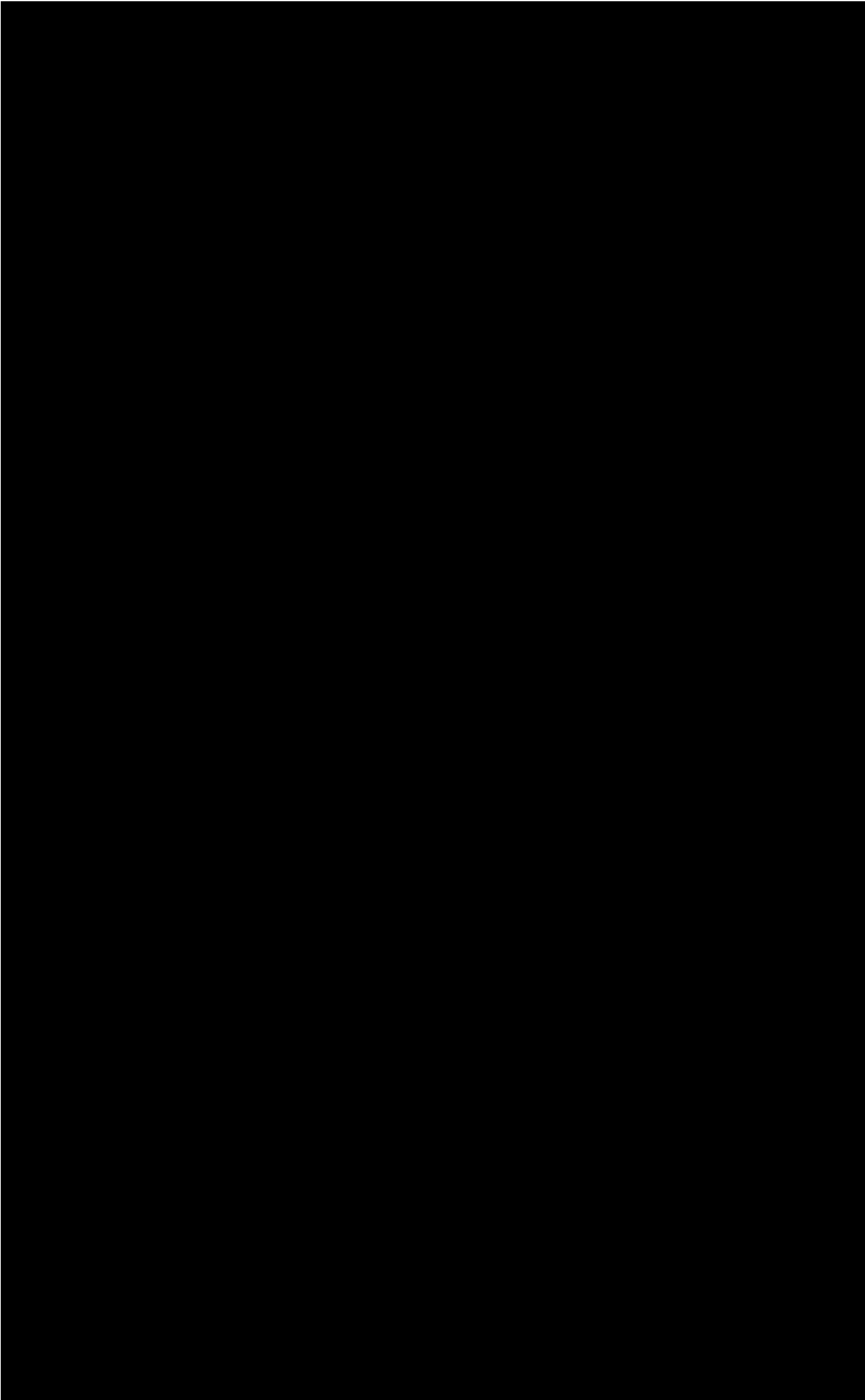


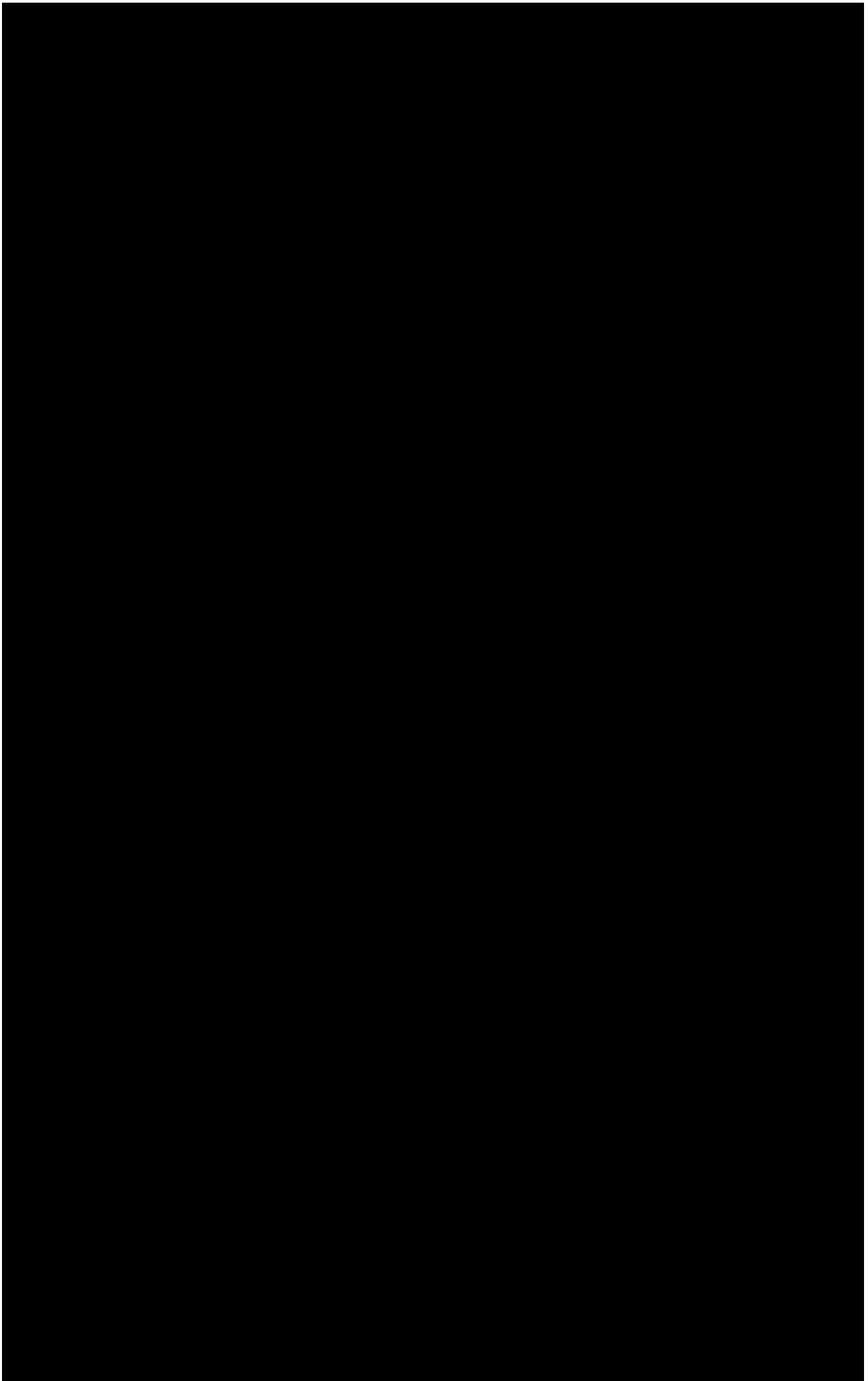




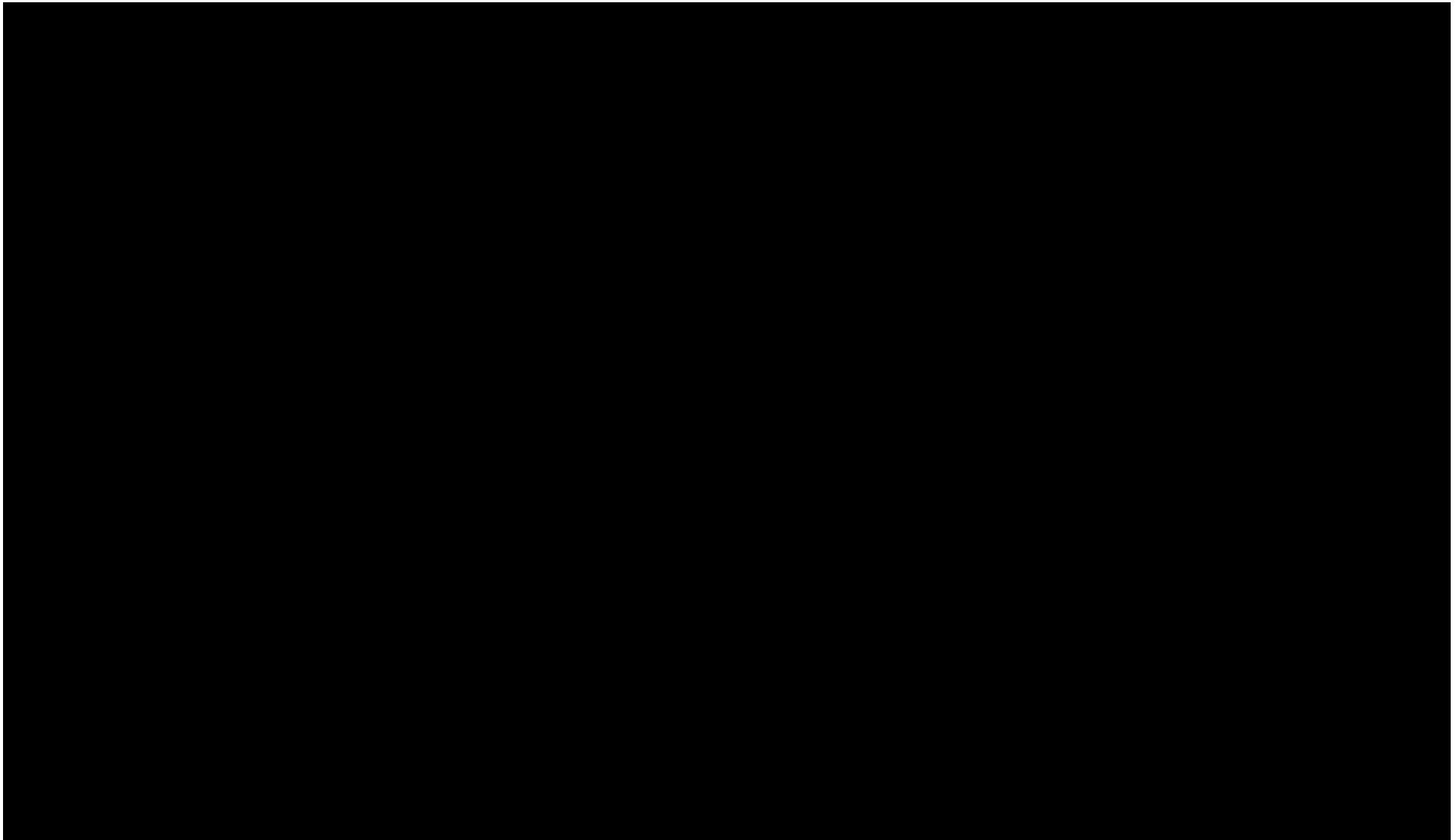








SCHEDULE D6. – ADJOINING PROPERTIES



SCHEDULE D7. – REQUIREMENTS OF ADJOINING PROPERTY OWNER AGREEMENTS

(Clause 13)

1. **NO LIMITATION ON CONTRACT**

Nothing in this Schedule D7 limits the Principal's rights or affects the WL Contractor's obligations under any clause of this deed.

2. **ADJOINING PROPERTY OWNER AGREEMENT**

(a) The WL Contractor acknowledges that the Principal:

- (i) has entered into an Adjoining Property Owner Agreement with Waterloo Congregational Church Incorporated in respect of 103-105 Botany Road, Waterloo; and
- (ii) will, subject to clause 9.8 (*Adjoining Properties*), enter into Adjoining Property Owner Agreements with the Adjoining Owners identified in Schedule D6 (*Adjoining Properties*),

together referred to in this clause 2 of this Schedule D7 as the **Adjoining Owners** and each an **Adjoining Owner**.

(b) The WL Contractor:

- (i) must, in performing, the WL Contractor's Activities:
 - (A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of each Adjoining Property Owner Agreement as if it were named as the Principal in each Adjoining Property Owner Agreement so as to ensure that the Principal is able to fully meet those obligations under each Adjoining Property Owner Agreement or otherwise at law except to the extent that each table below:
 - (aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (bb) limits the WL Contractor's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to the WL Contractor in this Schedule D7 that are additional to or more stringent or onerous than the conditions and requirements described in clause 2(b)(i)(A) of this Schedule D7;
- (ii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below;
- (iii) may only exercise the Principal's discretions or rights under any Adjoining Property Owner Agreement:
 - (A) in accordance with this clause 2 of Schedule D7; or
 - (B) otherwise with the Principal's prior written consent (which must not be unreasonably withheld or delayed); and

- (iv) may, subject to clause 2(b)(i) of this Schedule D7, exercise the Principal's right to obtain access to an Adjoining Property under an Adjoining Property Owner Agreement for the purpose of carrying out the WL Contractor's Activities.
- (c) Where an Adjoining Property Owner Agreement provides that:
 - (i) the Principal must; or
 - (ii) the Principal must ensure that the WL Contractor will, do something or comply with an obligation, the WL Contractor must, in performing the WL Contractor's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation.
- (d) Where an Adjoining Property Owner Agreement provides for the Principal to provide a document, notice or information to an Adjoining Owner, the WL Contractor must:
 - (i) subject to clause 2(d)(ii) of this Schedule D7, provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review, comment on and approve the document, notice or information and provide the document, notice or information to an Adjoining Owner within the time period required by the Adjoining Property Owner Agreement; and
 - (ii) for the purposes of:
 - (A) clause 3.2(a) and 3.2(b) of the Adjoining Owner Deed - Scaffolding and Rock Anchor Licence dated 30 August 2017 between the Principal and Waterloo Congregational Church Incorporated in respect of 103-105 Botany Road, Waterloo; and
 - (B) clause 2.2(a), clause 2.2(b), clause 3.2(a) and clause 4.2(a) of the Pro-forma Adjoining Property Owner Agreement,
 - (iii) submit the documentation directly to the Adjoining Owner with a copy to the Principal.
- (e) The WL Contractor must, in carrying out the WL Contractor's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of each Adjoining Property Owner Agreement or other requirements of each Adjoining Owner;
 - (ii) ensure that no act or omission of the WL Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to any Adjoining Owner under any Adjoining Property Owner Agreement or otherwise at law; and
 - (iii) otherwise act consistently with the terms of each Adjoining Property Owner Agreement.
- (f) Whenever, pursuant to the terms of an Adjoining Property Owner Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to an Adjoining Owner under any clause of an Adjoining Property Owner Agreement then, subject to what is provided in this Schedule D7 and the other terms of this deed, the WL Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to

the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under each Adjoining Property Owner Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

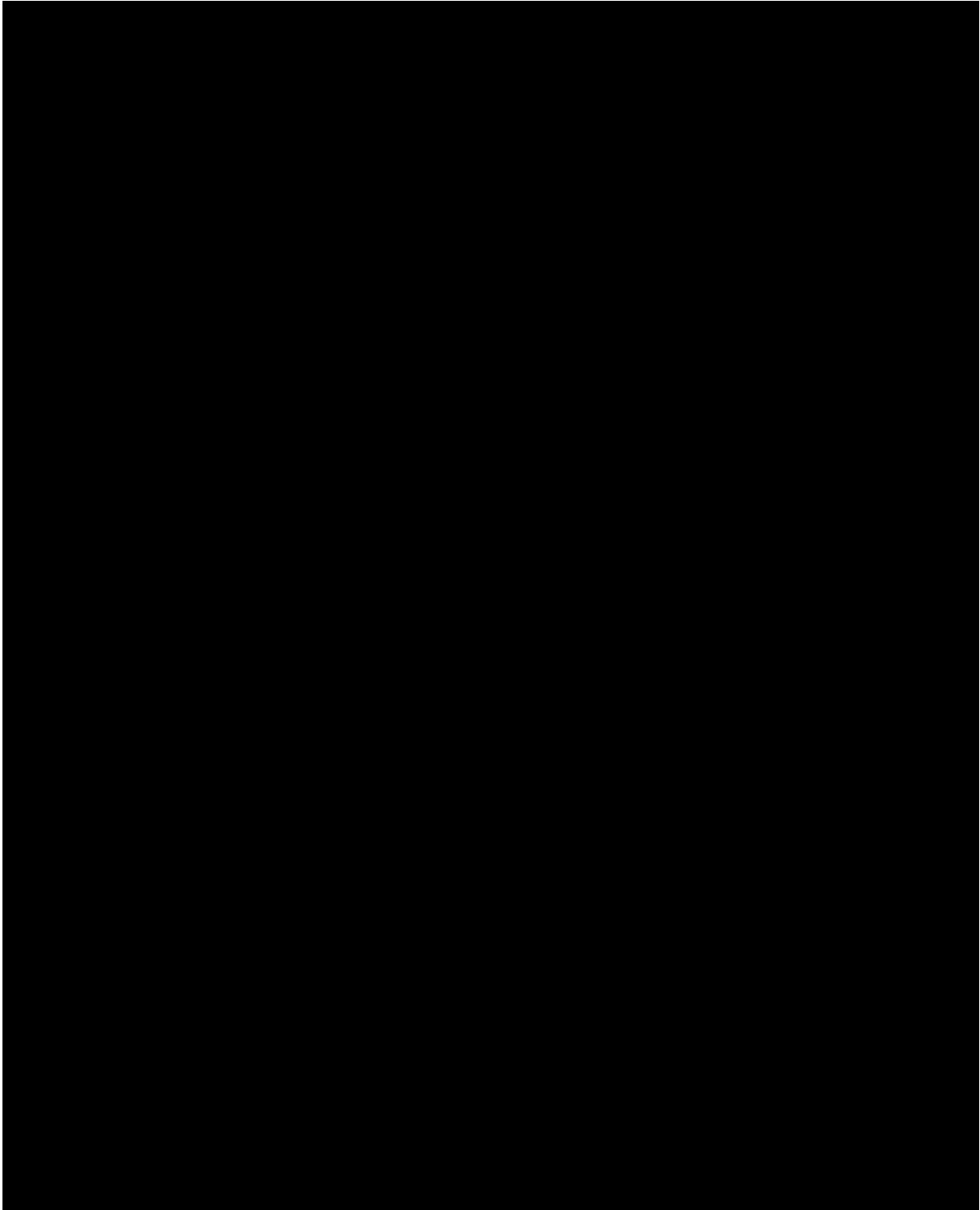
- (g) The WL Contractor acknowledges that to the extent that an Adjoining Property Owner Agreement contains a provision pursuant to which an Adjoining Owner is stated to make no representation as to a state of affairs, the WL Contractor agrees that the Principal similarly makes no representation to the WL Contractor in respect of that state of affairs in the same way as if the relevant terms of each Adjoining Property Owner Agreement were set out fully in this deed.
- (h) Nothing in any Adjoining Property Owner Agreement or this Schedule D7 limits the Principal's rights or the WL Contractor's obligations in relation to Substantial Completion, Completion or the rectification of Defects under this deed.

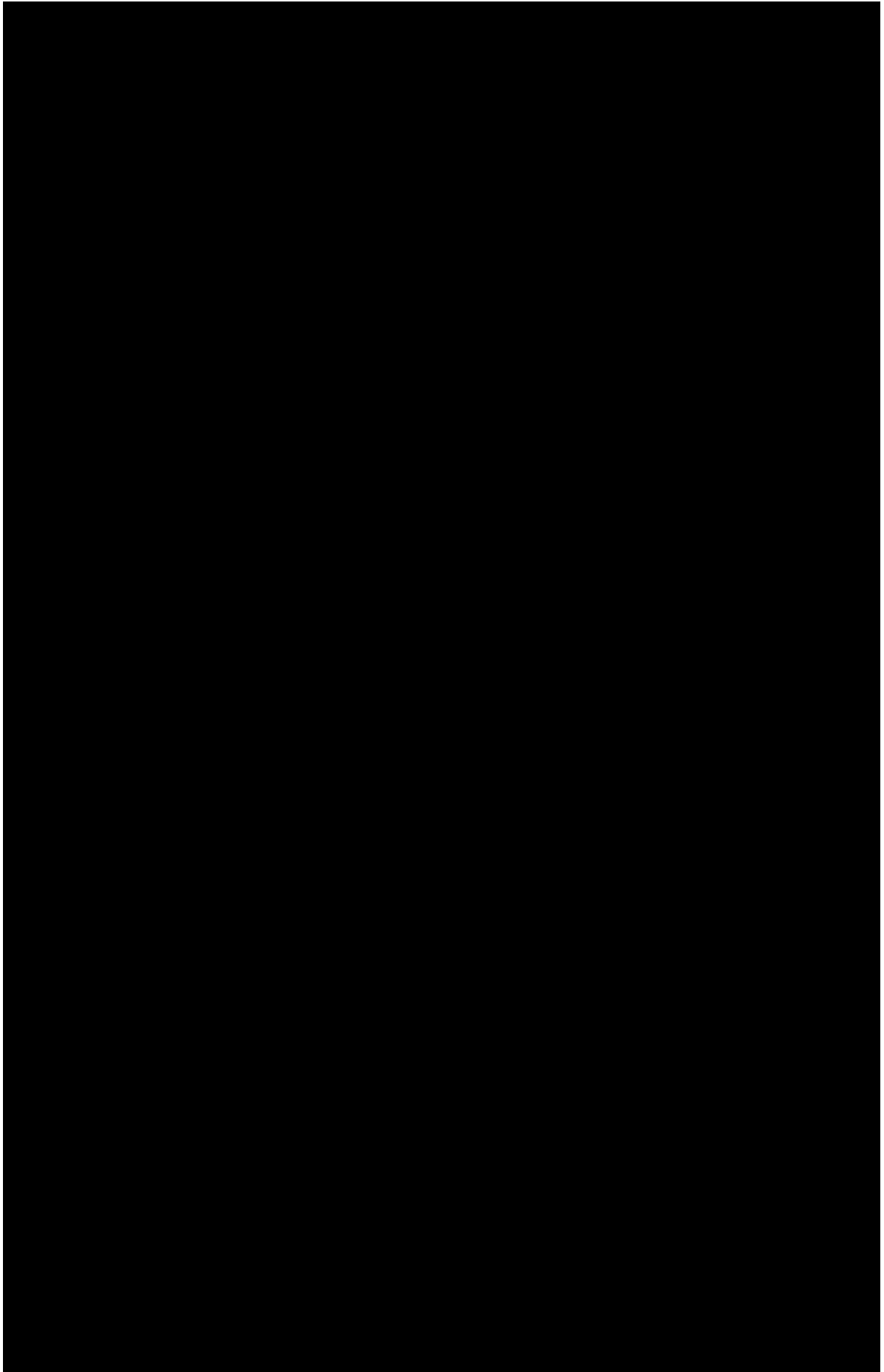
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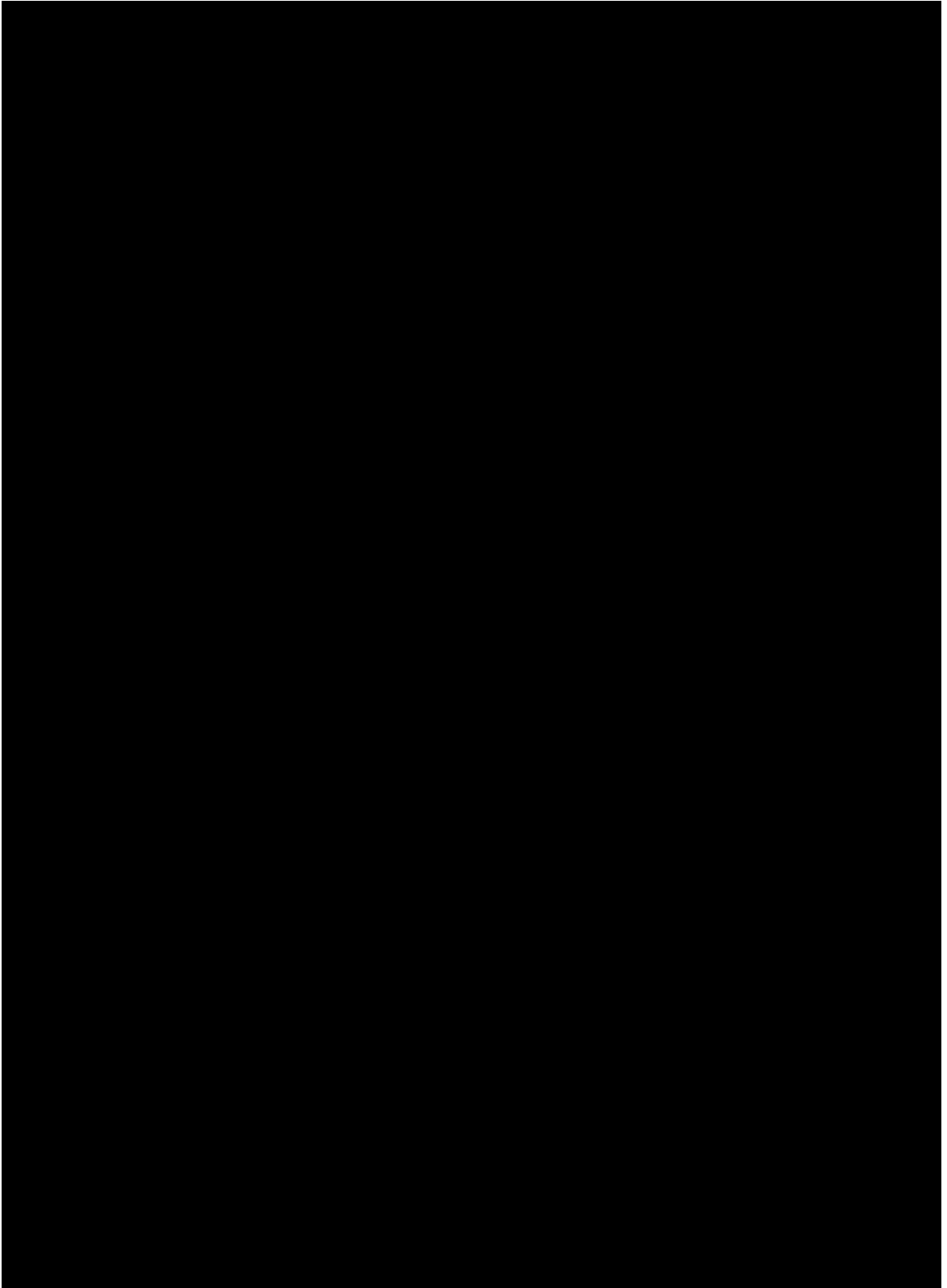
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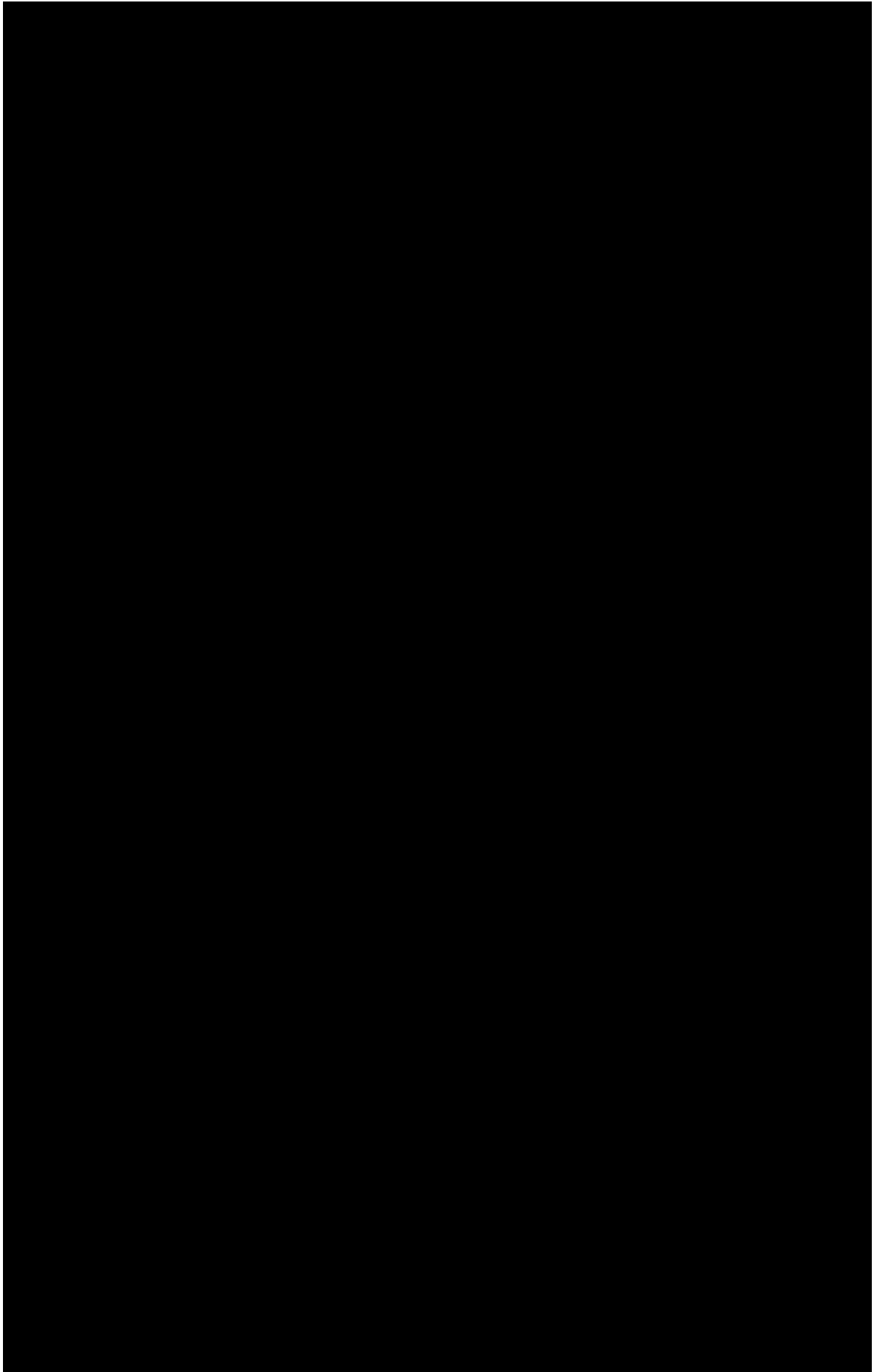
- (k) The WL Contractor will only be liable to the Principal for any Liability arising out of:
 - (i) clause 20 of the Adjoining Owner Deed – Scaffolding and Rock Anchor Licence dated 30 August 2017 between the Principal and Waterloo Congregational Church Incorporated in respect of 103-105 Botany Road, Waterloo; or
 - (ii) clause 17 of the Pro-forma Adjoining Property Owner Agreement,
as follows:
 - (iii) to the extent that the Principal incurs a Liability to an Adjoining Owner arising out of or in connection with a breach of contract by, a negligent act or omission of, or injury, death or damage caused by, the WL Contractor or its Associates; or
 - (iv) where the WL Contractor would otherwise be liable to the Principal pursuant to a provision of this deed in respect of the matter.
- (l) Except as otherwise set out under this deed, the WL Contractor:
 - (i) bears the full risk of:
 - (A) it complying with the obligations under this Schedule D7; and
 - (B) any acts or omissions of any Adjoining Owner or its employees, agents, contractors, officers or persons legally entitled and authorised to occupy any part of any Adjoining Property; and

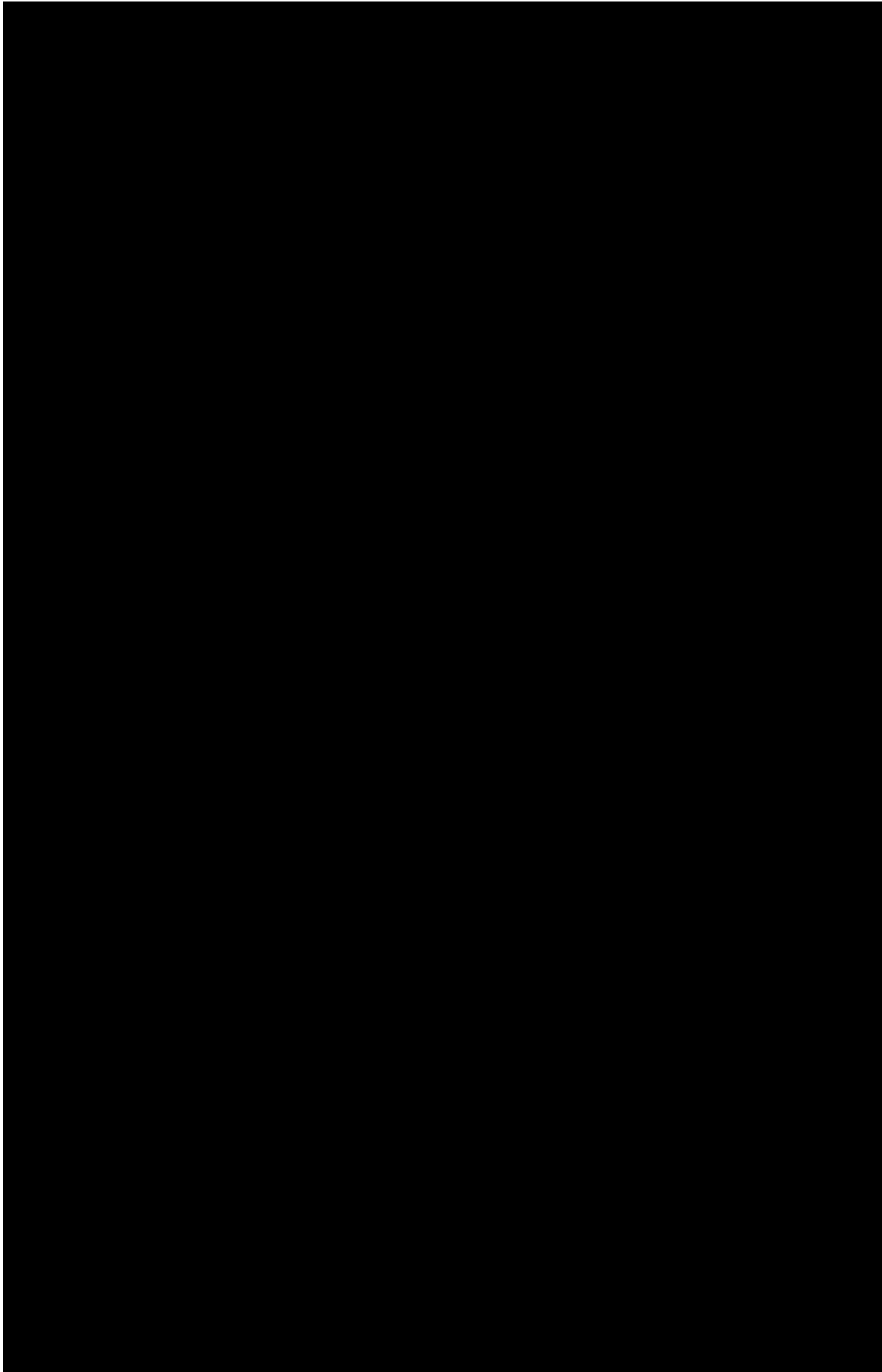
- (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:
 - (A) the risks referred to in clause 2(k)(i) of this Schedule D7; or
 - (B) any acts or omissions of any Adjoining Owner or its employees, agents, contractors, officers or persons legally entitled and authorised to occupy any part of any Adjoining Property.
- (m) Terms used in the tables below that are capitalised but are not defined in this deed have the same meaning as in the relevant Adjoining Property Owner Agreement.

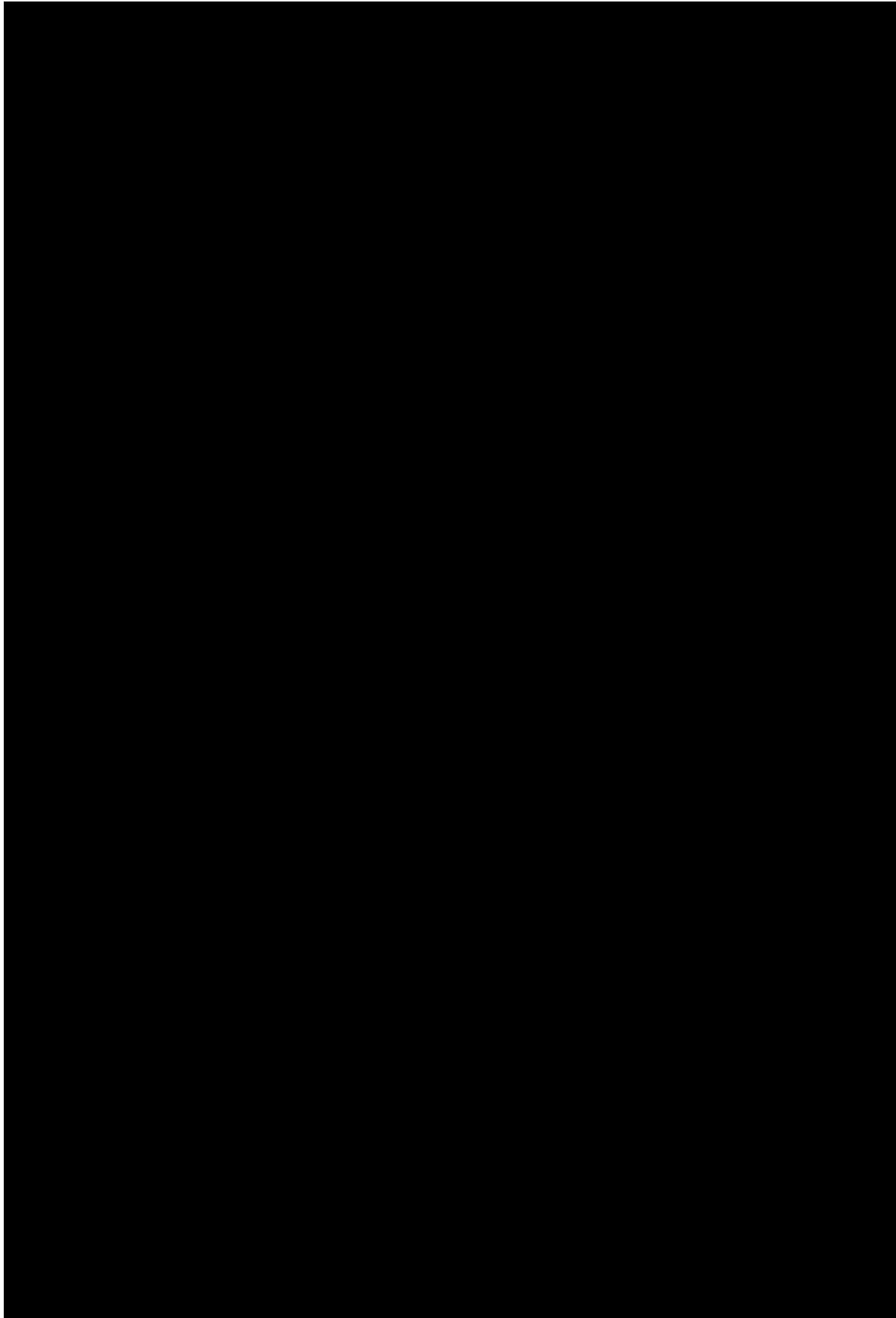


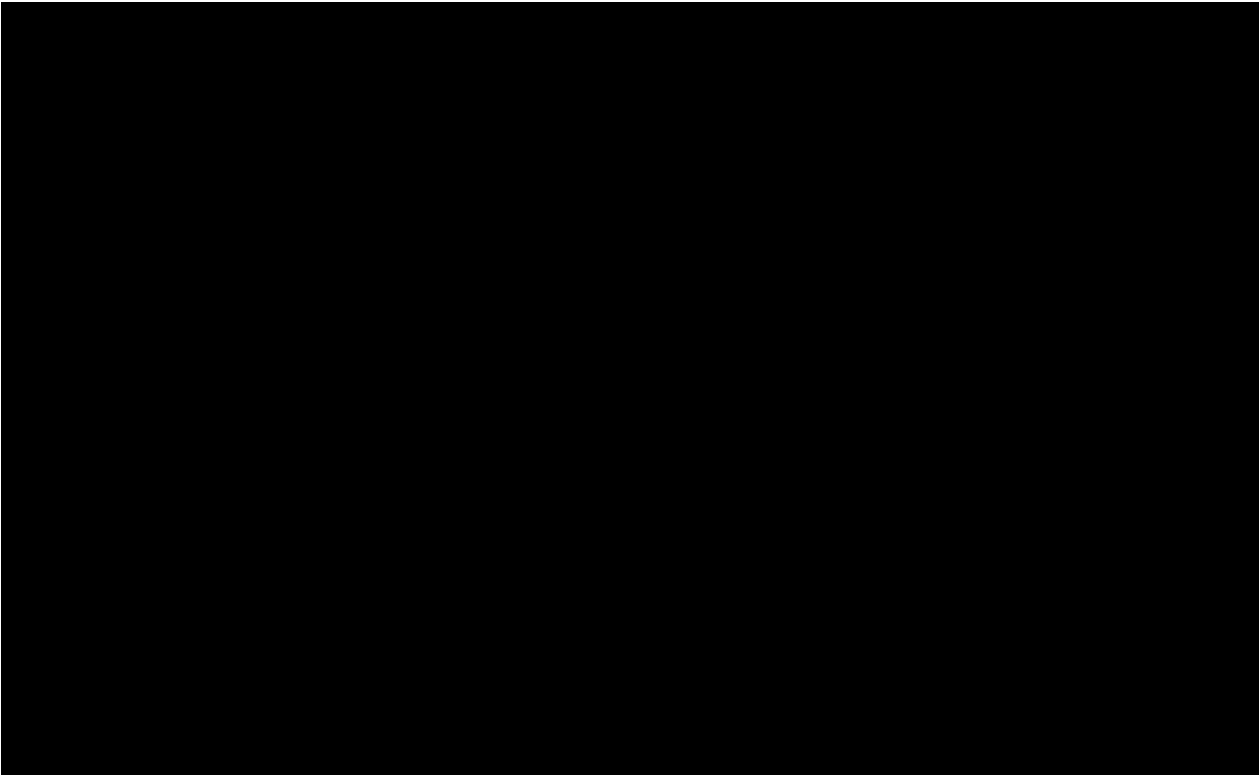
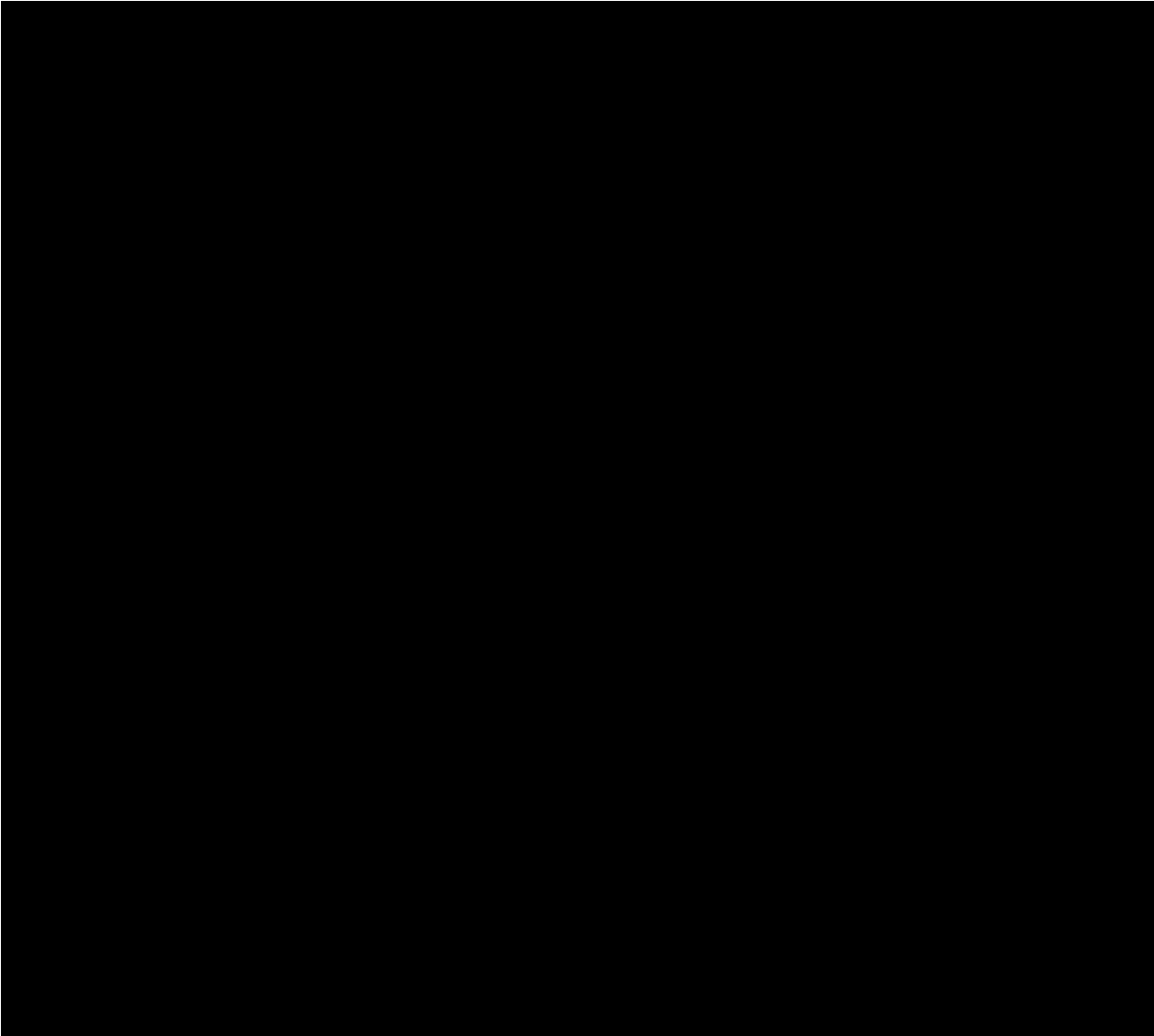


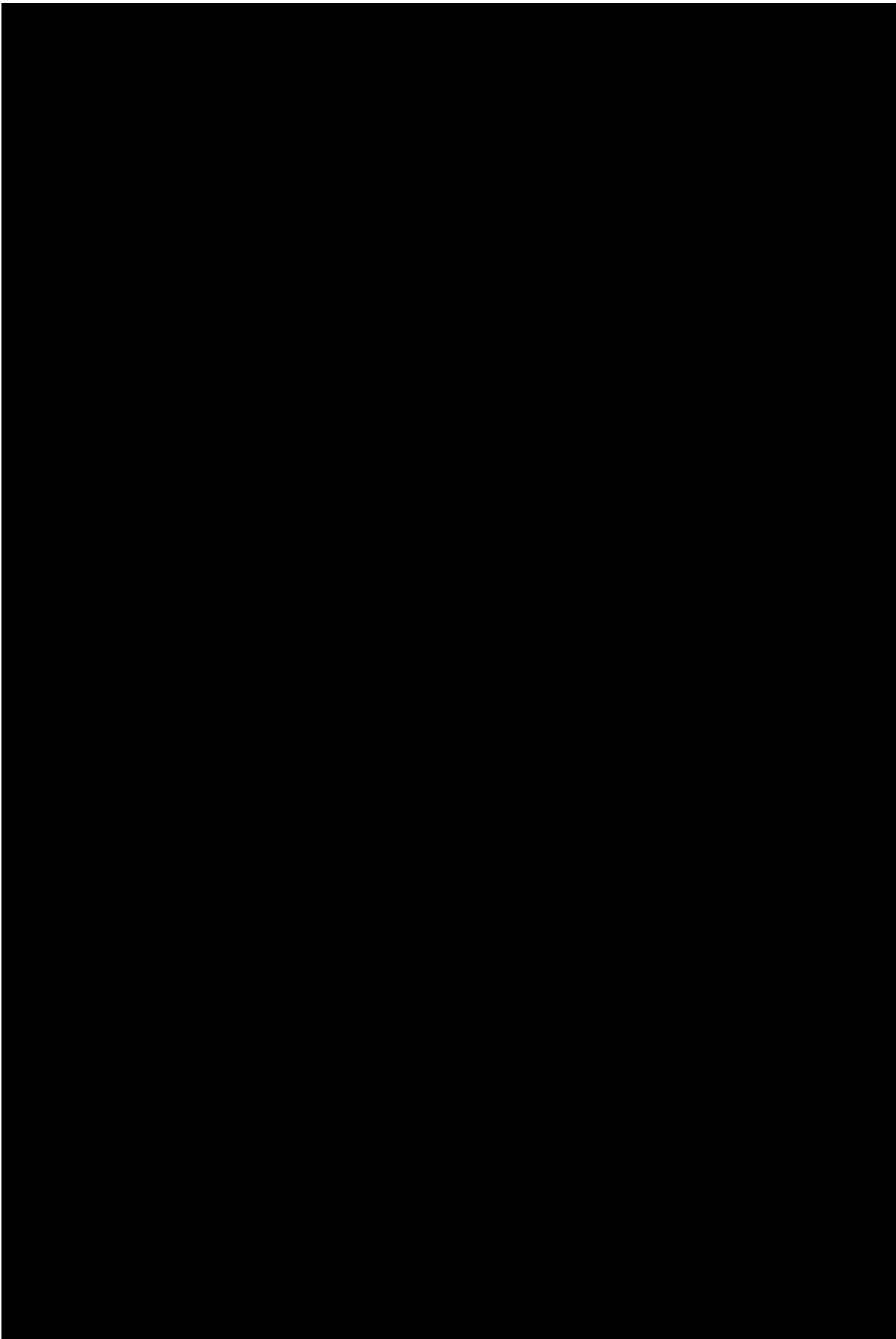


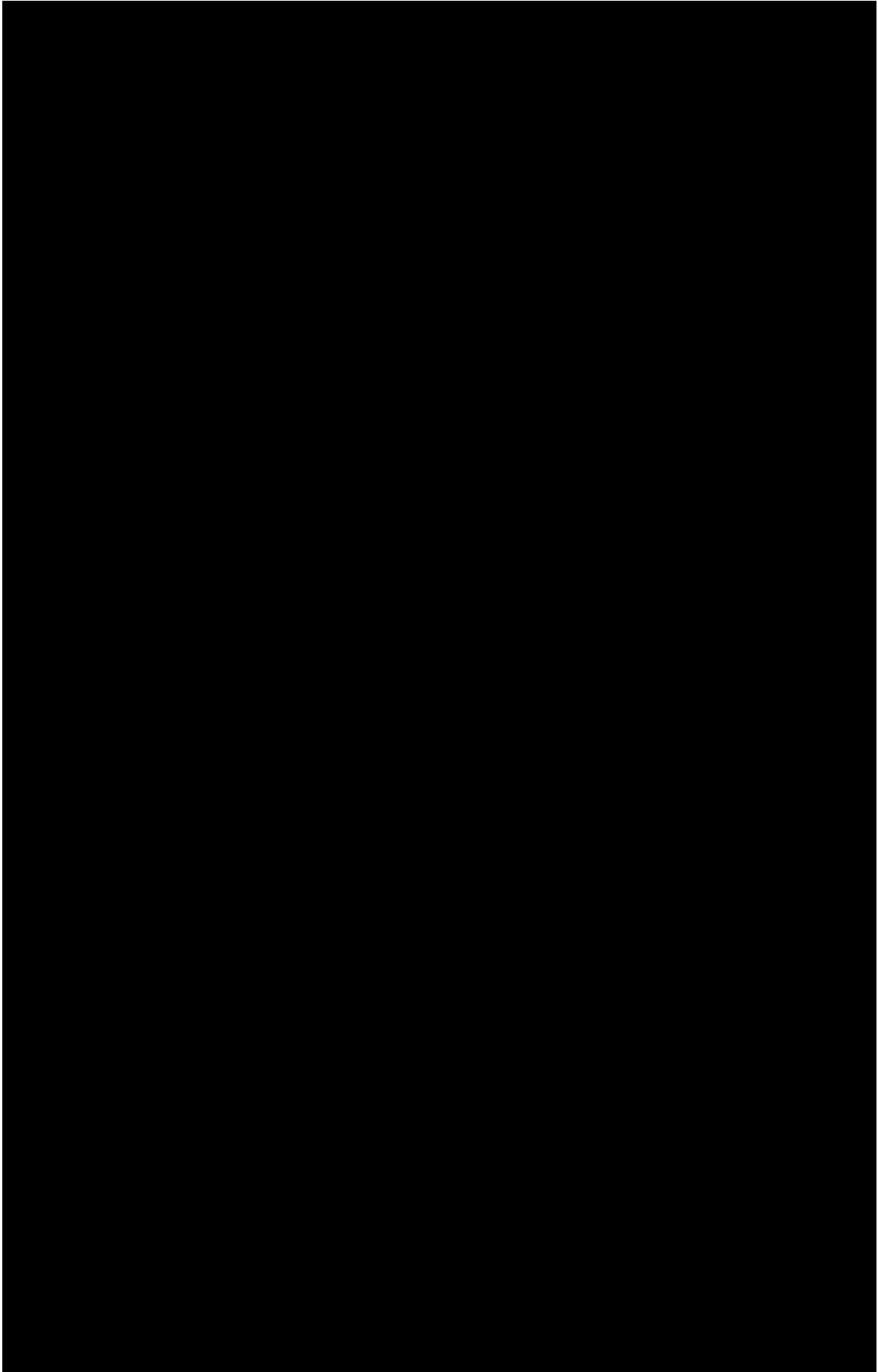


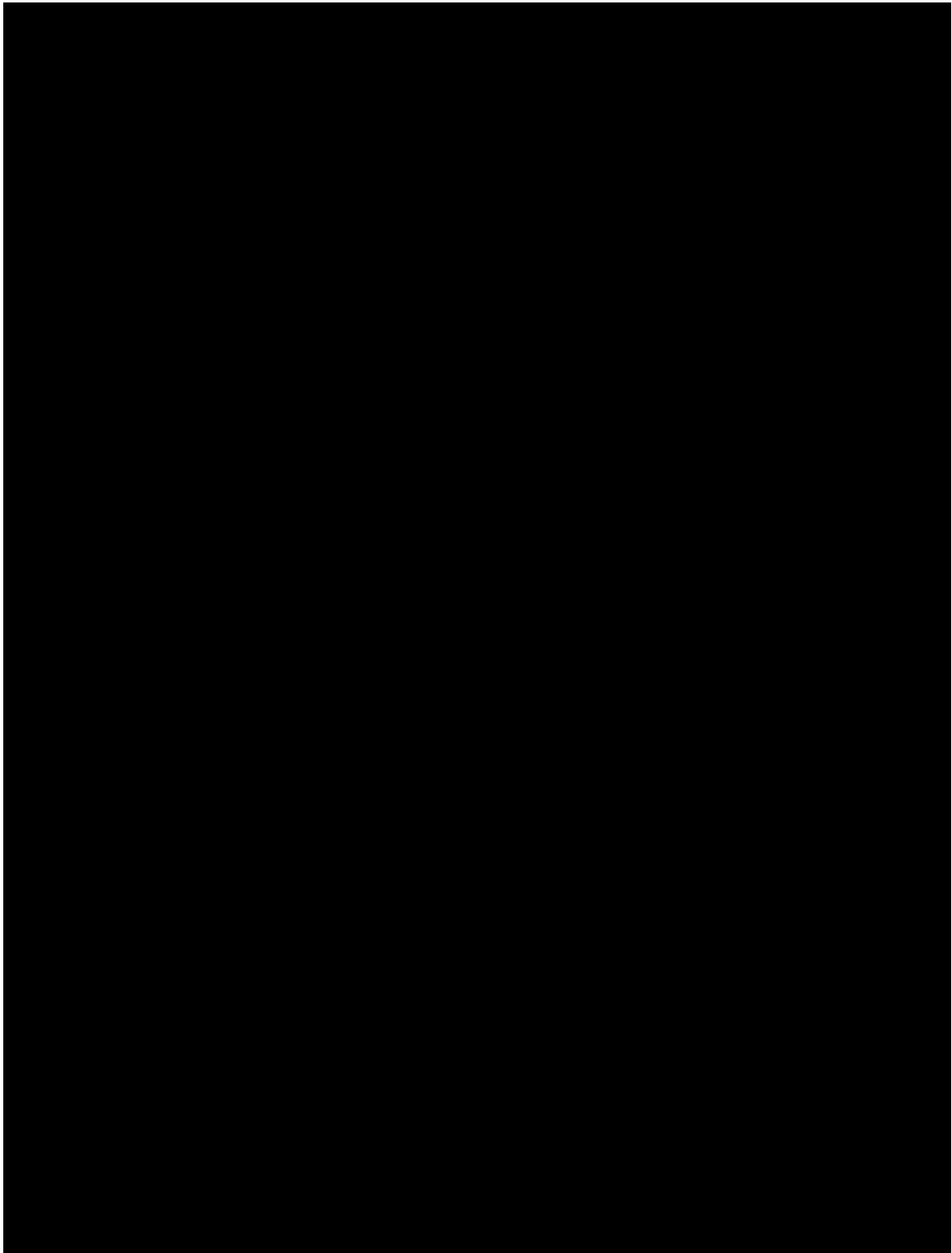












SCHEDULE D8. – REQUIREMENTS OF ADJOINING PROPERTY EASEMENTS

(Clause 13)

1. NO LIMITATION ON CONTRACT

Nothing in this Schedule D8 limits the Principal's rights or affects the WL Contractor's obligations under any clause of this deed.

2. ADJOINING PROPERTY EASEMENTS

(a) The WL Contractor acknowledges that the Principal:

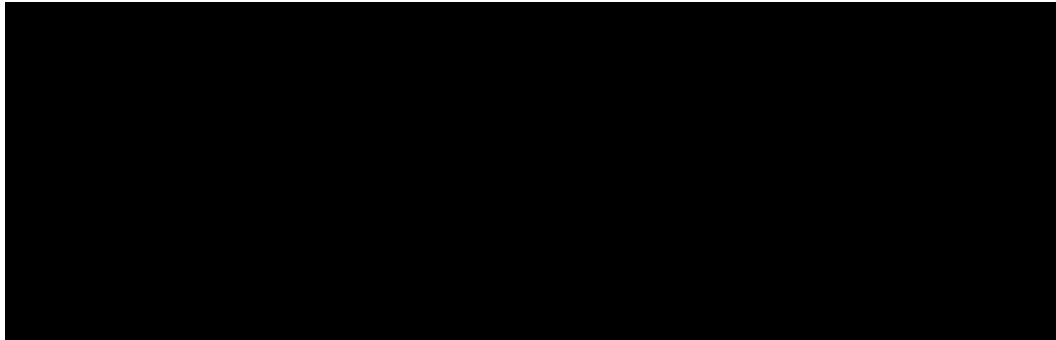

(i) has acquired the following Adjoining Property Easements:

- (A) Easement for Rock Anchors over part Lot 1 in Deposited Plan 33293 – 122 Wellington Street, Waterloo (Gazette Notice No. 32, 16 March 2018);
- (B) Easement for Rock Anchors over part Lot 2 in Deposited Plan 33293 – 124 Wellington Street, Waterloo (Gazette Notice No. 32, 16 March 2018);
- (C) Easement for Rock Anchors over part Lot 3 in Deposited Plan 33293 – 126 Wellington Street, Waterloo (Gazette Notice No. 32, 16 March 2018);
- (D) Easement for Rock Anchors over part Lot 4 in Deposited Plan 33293 – 128 Wellington Street, Waterloo (Gazette Notice No. 32, 16 March 2018);
- (E) Easement for Rock Anchors over part Lot 5 in Deposited Plan 33293 – 130 Wellington Street, Waterloo (Gazette Notice No. 32, 16 March 2018);
- (F) Easement for Rock Anchors over part Lot 6 in Deposited Plan 33293 – 132 Wellington Street, Waterloo (Gazette Notice No. 32, 16 March 2018);
- (G) Easement for Rock Anchors over part Lot 7 in Deposited Plan 33293 – 134 Wellington Street, Waterloo (Gazette Notice No. 32, 16 March 2018);
- (H) Easement for Rock Anchors over part Lot 12 in Deposited Plan 1186738 – 136 Wellington Street, Waterloo (Gazette Notice No. 32 dated 16 March 2018);
- (I) Easement for Rock Anchors over part Lot 11 in Deposited Plan 1186738 – 123 Botany Road, Waterloo (Gazette Notice No. 32, 16 March 2018);
- (J) Easement for Rock Anchors over part Lot 1 in Deposited Plan 738593 – 125-131 Raglan Street, Waterloo (Gazette Notice No. 32, 16 March 2018); and
- (K) Easements for Rock Anchors over part of Raglan Street, Waterloo, Cope Street, Waterloo, and Wellington Street, shown marked "(E)" on

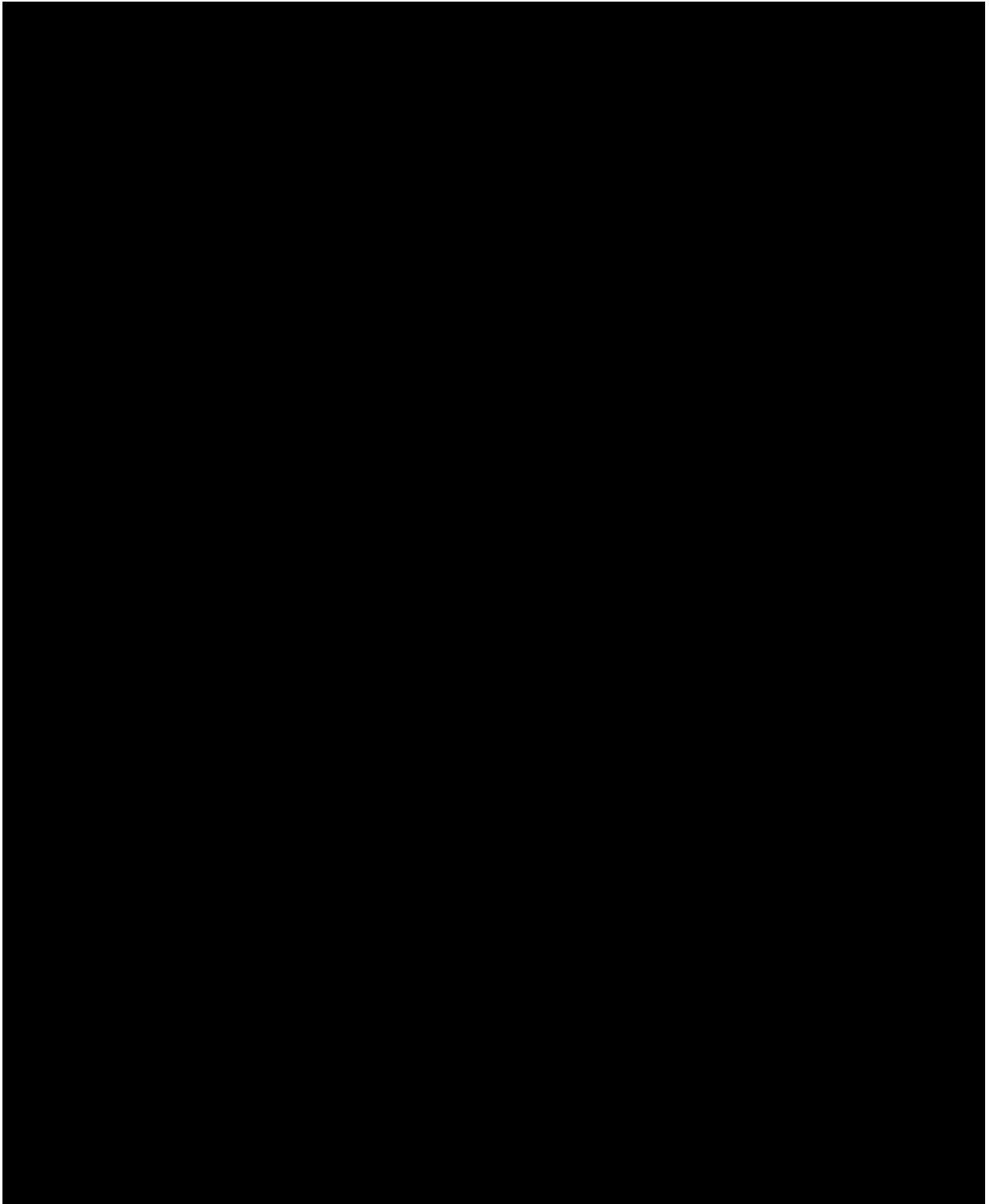
Plan of Acquisition Surveyors Reference PR124856-DP-19-ESMT,
Waterloo (Gazette Notice No. 111, 29 September 2017); and

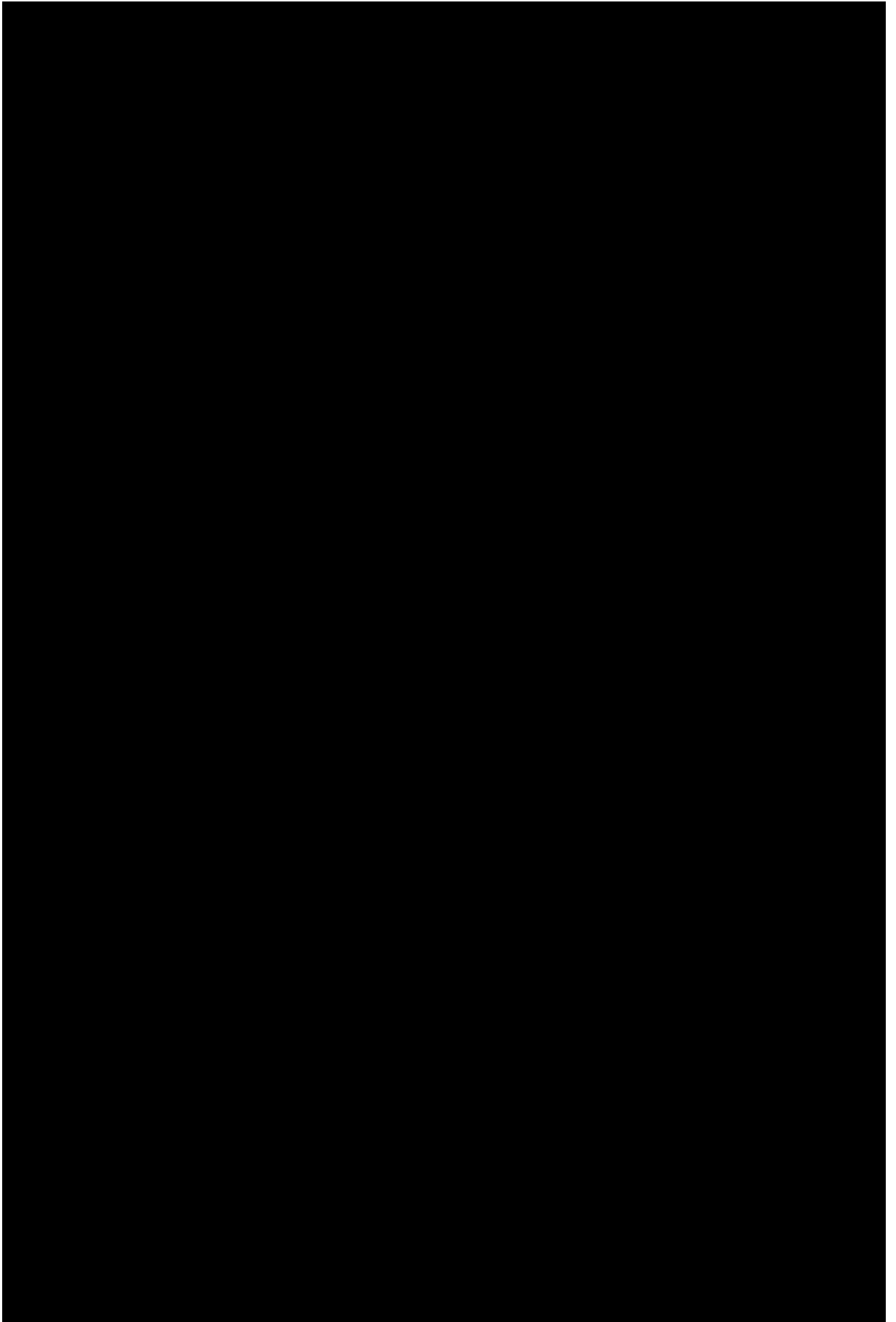
- (ii) may acquire further Adjoining Property Easements.
- (b) The WL Contractor:
 - (i) must, in performing the WL Contractor's Activities:
 - (A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of each Adjoining Property Easement as if it were named as the Principal in each Adjoining Property Easement, so as to ensure that the Principal is able to fully meet those obligations under each Adjoining Property Easement or otherwise at law except to the extent that the relevant tables below:
 - (aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (bb) limits the WL Contractor's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to the WL Contractor in this Schedule D8 that are additional to or more stringent or onerous than the conditions and requirements described in clause 2(b)(i)(A) of this Schedule D8;
 - (ii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the relevant tables below;
 - (iii) may only exercise the Principal's discretions or rights under any Adjoining Property Easement:
 - (A) in accordance with this clause 2 of Schedule D8; or
 - (B) otherwise with the Principal's prior written consent (which must not be unreasonably withheld or delayed); and
 - (iv) may, subject to clause 2(b)(i) of this Schedule D8, exercise the Principal's right to obtain access to an Adjoining Property under an Adjoining Property Easement, and all other rights under an Adjoining Property Easement, for the purpose of carrying out the WL Contractor's Activities.
- (c) Where an Adjoining Property Easement provides that:
 - (i) the Principal must; or
 - (ii) the Principal must ensure that the WL Contractor will,

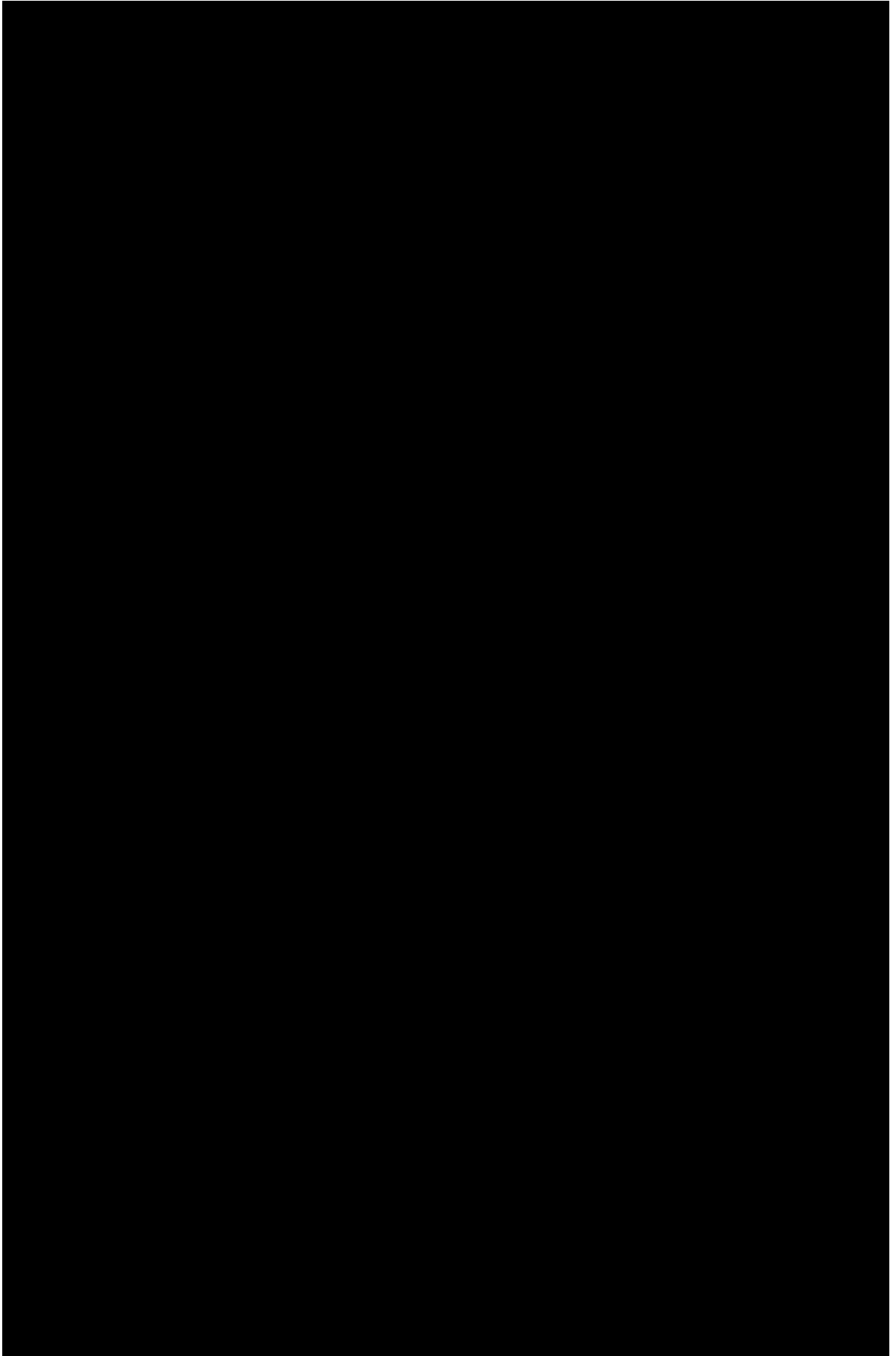
do something or comply with an obligation, the WL Contractor must, in performing the WL Contractor's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation.
- (d) Where an Adjoining Property Easement provides for the Principal to provide a document, notice or information to an Adjoining Owner, the WL Contractor must:

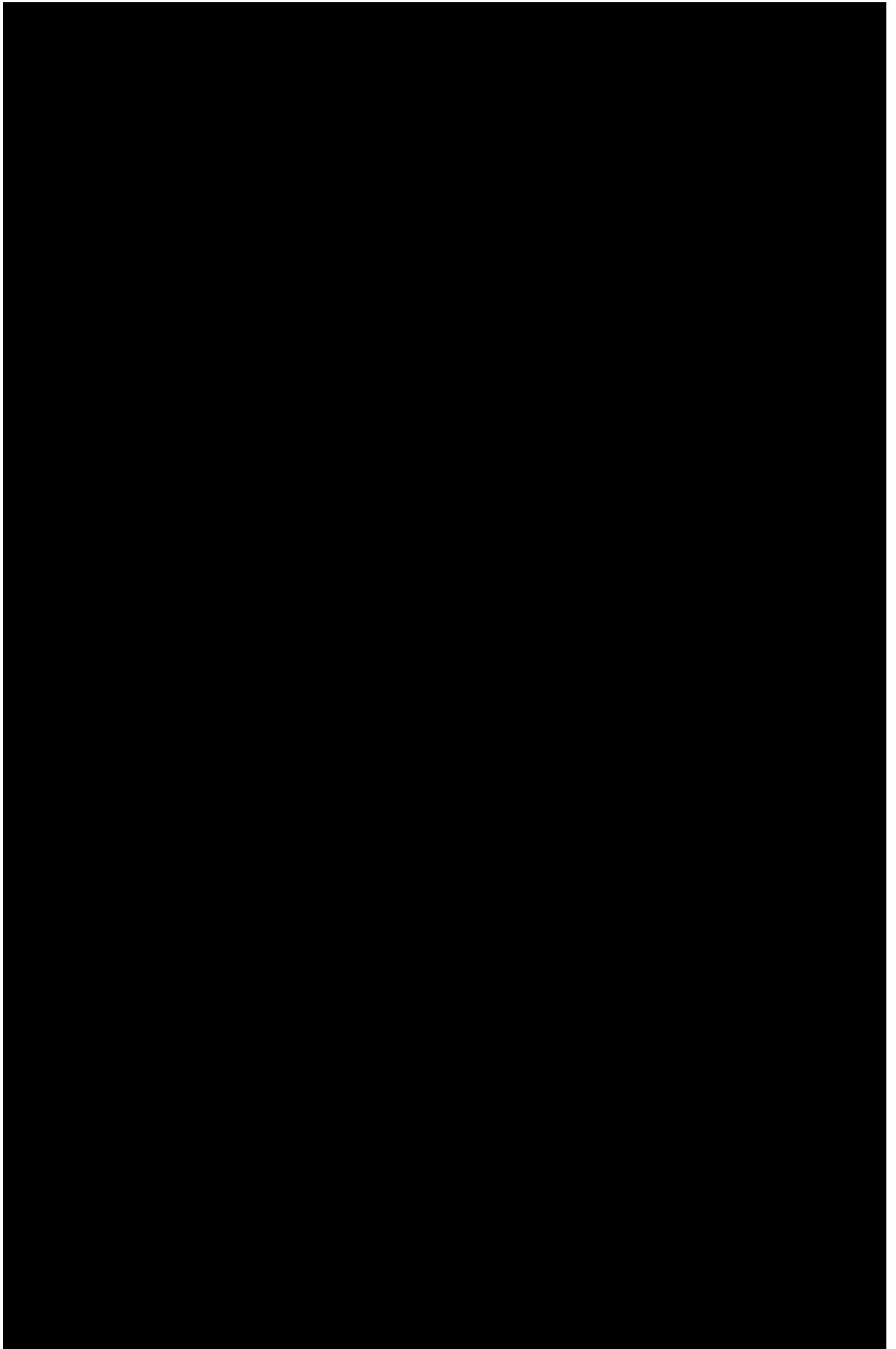
- (i) subject to clause 2(d)(ii) of this Schedule D8, provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review, comment on and approve the document, notice or information and provide the document, notice or information to an Adjoining Owner within the time period required by the Adjoining Property Easement; and
 - (ii) for the purpose of clauses 2.2(b)(i) and 3.2(b)(i) of the Pro-forma Adjoining Property Easement, submit the documentation directly to the Adjoining Owner with a copy to the Principal.
- (e) The WL Contractor must, in carrying out the WL Contractor's Activities:
- (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of each Adjoining Property Easement or other requirements of each Adjoining Owner;
 - (ii) ensure that no act or omission of the WL Contractor constitutes, causes or contributes to any breach by the Principal of its obligations under any Adjoining Property Easement or otherwise at law; and
 - (iii) otherwise act consistently with the terms of each Adjoining Property Easement.
- (f) Nothing in any Adjoining Property Easement or this Schedule D8 limits the Principal's rights or the WL Contractor's obligations in relation to Substantial Completion, Completion or the rectification of Defects under this deed.
- (g) 
- (h) 
- (i) The Principal will be responsible for any compensation payable to an Adjoining Owner in respect of the acquisition of any Adjoining Property Easement.
 - (j) Except as otherwise set out under this deed, the WL Contractor:
 - (i) bears the full risk of:
 - (A) it complying with the obligations under this Schedule D8; and
 - (B) any acts or omissions of any Adjoining Owner or its employees, agents, contractors, officers or persons legally entitled and authorised to occupy any part of any Adjoining Property; and
 - (ii) 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 2(i)(i) of this Schedule D8; or

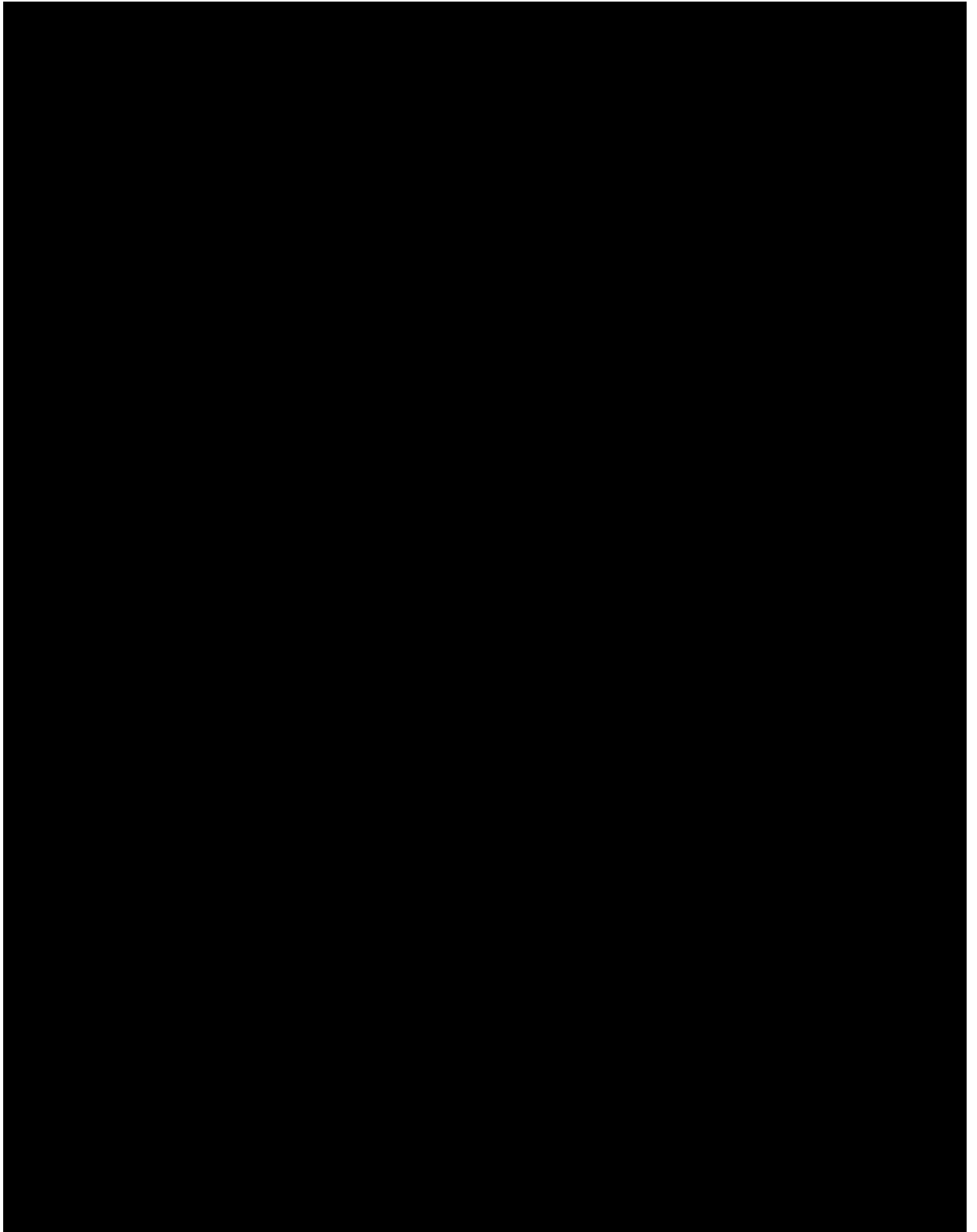
- (B) any acts or omissions of any Adjoining Owner or its employees, agents, contractors, officers or persons legally entitled and authorised to occupy any part of any Adjoining Property.
- (k) Terms used in the relevant tables below that are capitalised but are not defined in this deed have the same meaning as in the respective Adjoining Property Easements.



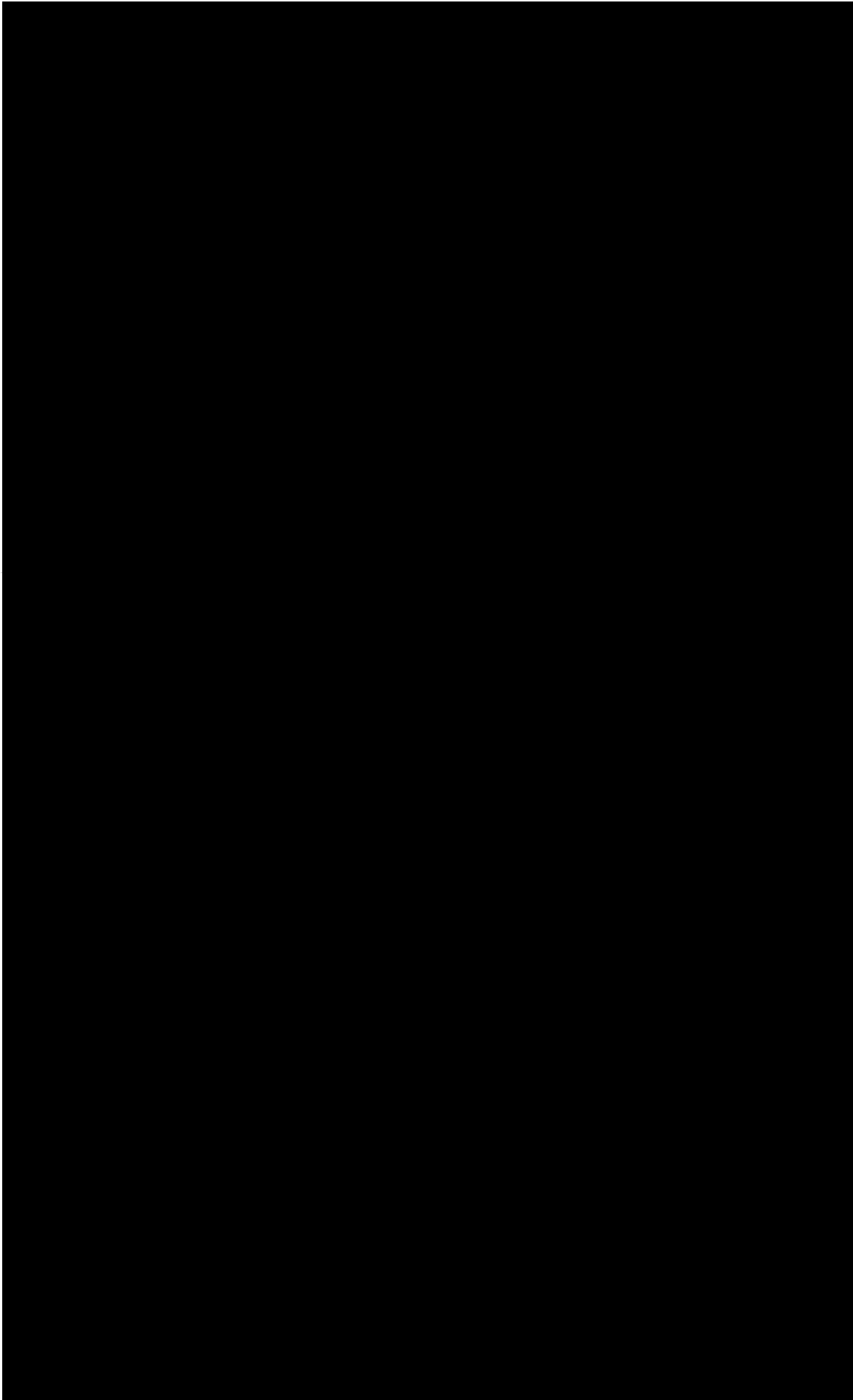


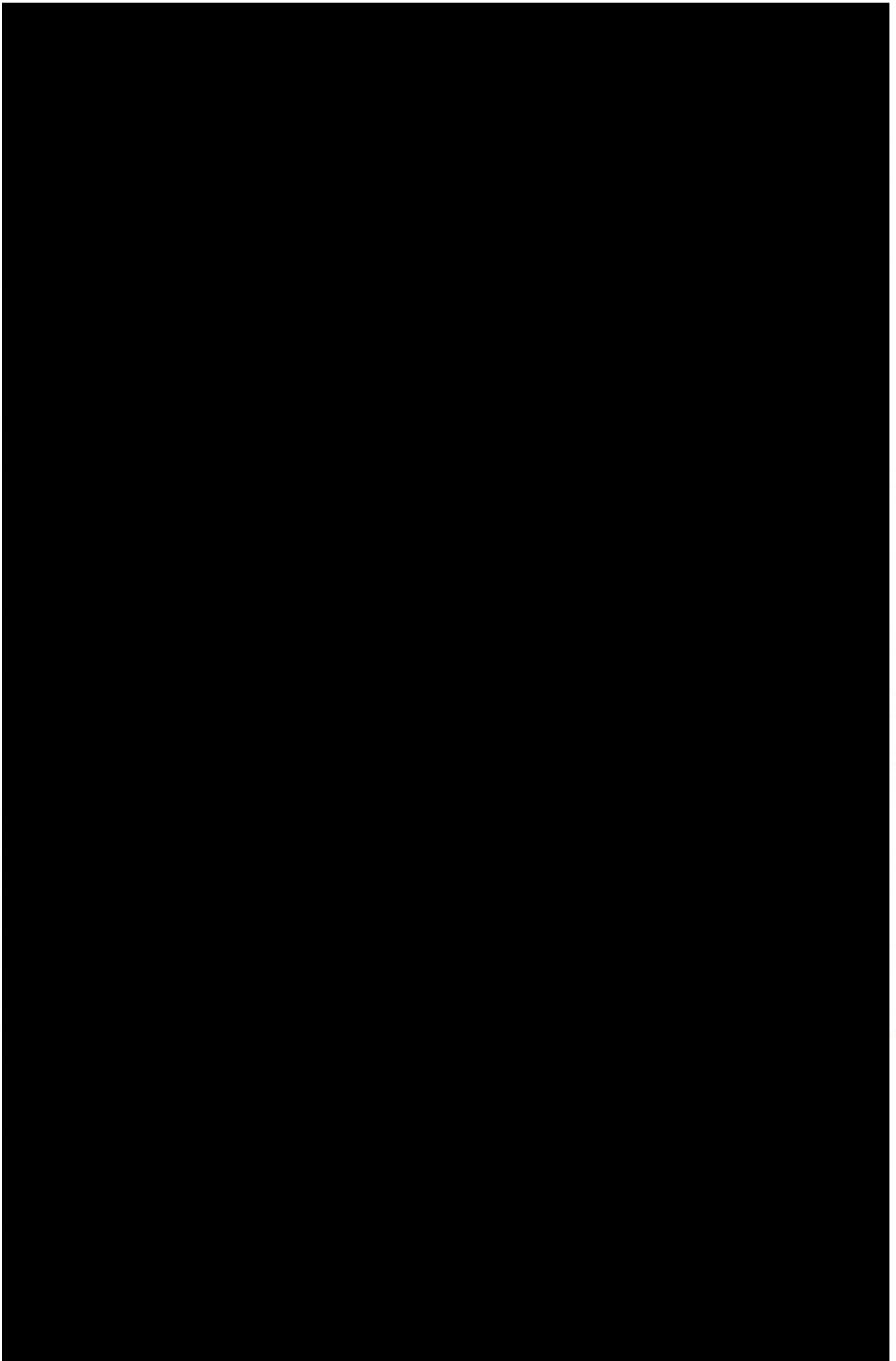


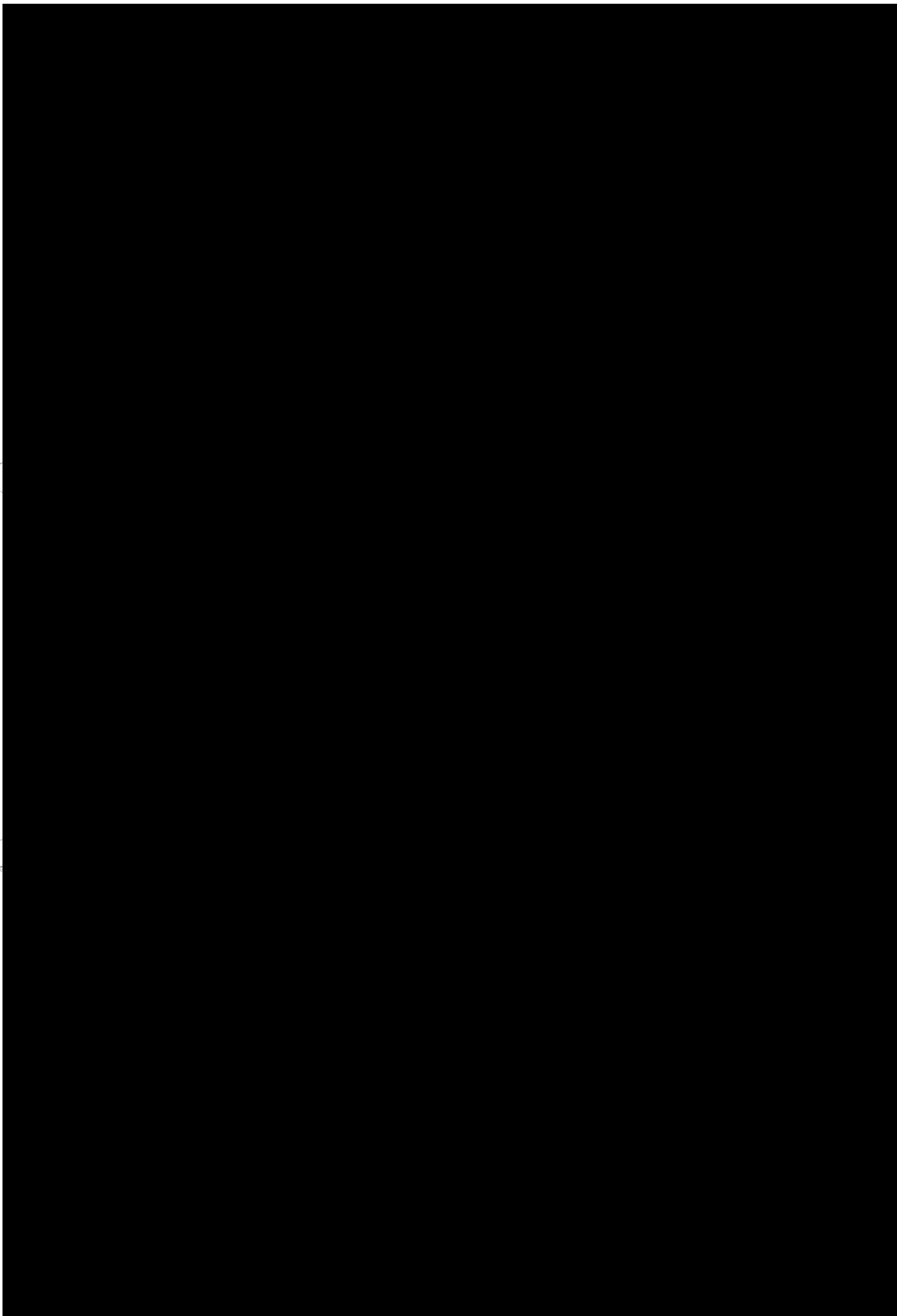


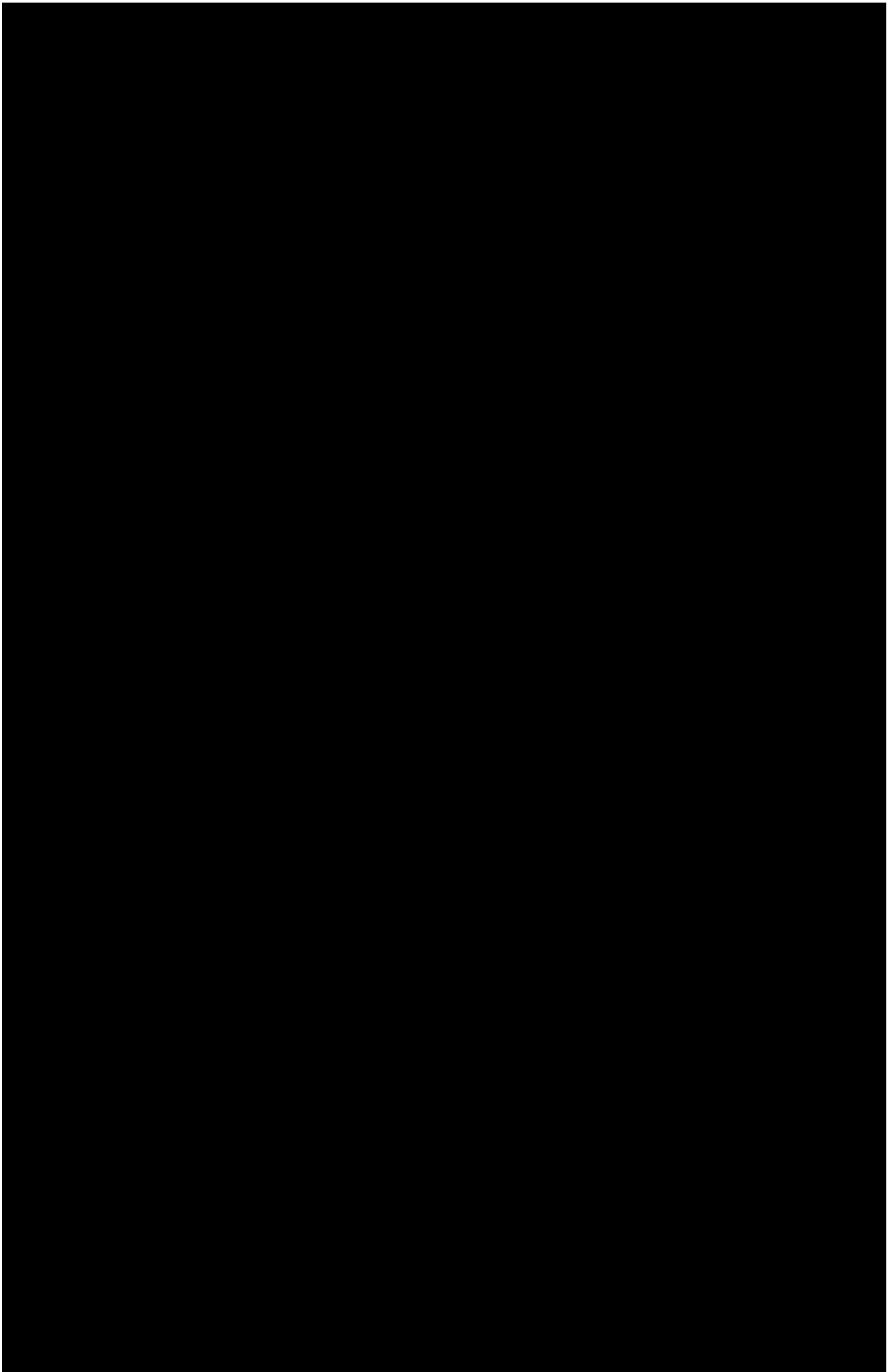


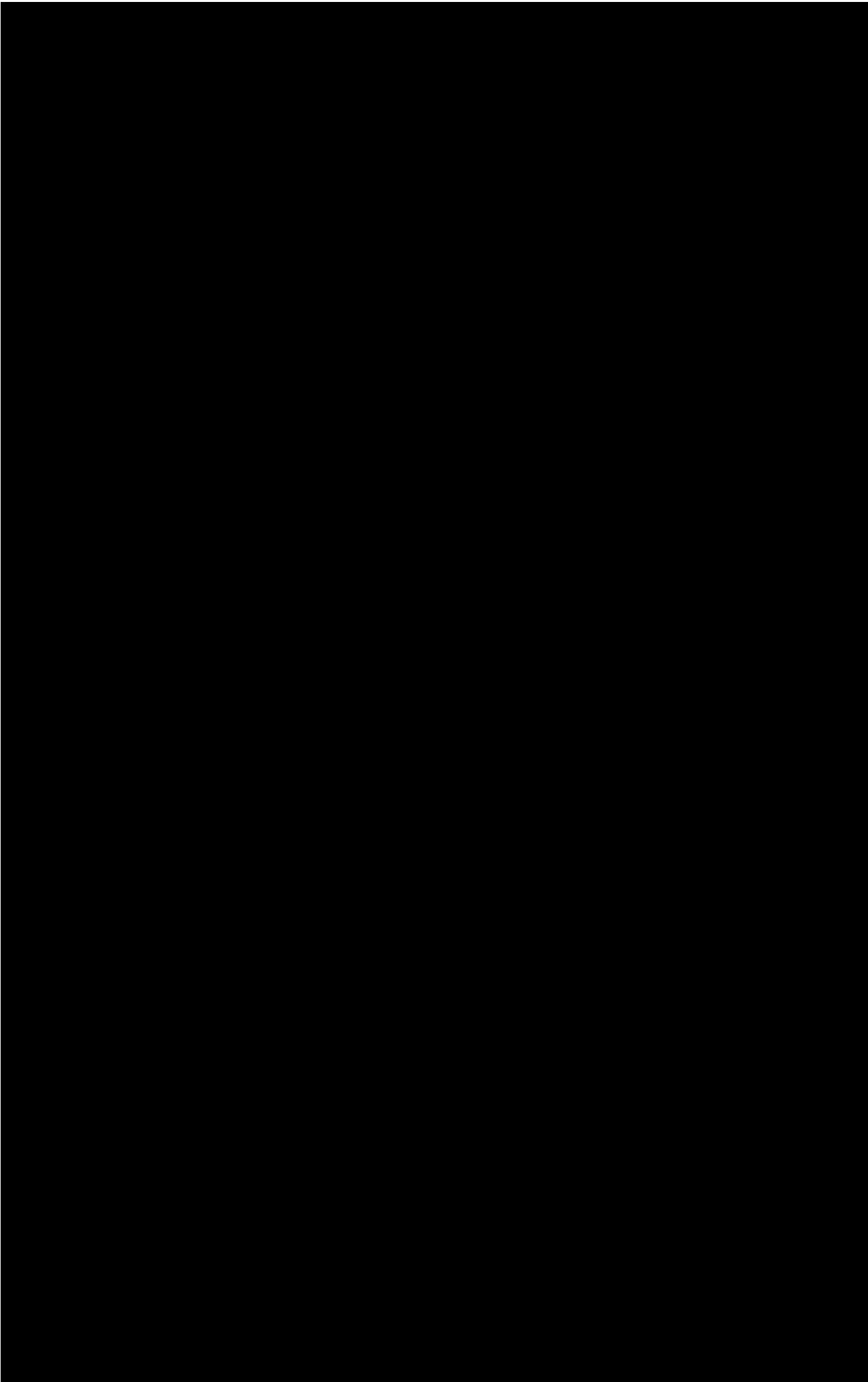
SCHEDULE D9. – PRO-FORMA ADJOINING PROPERTY OWNER AGREEMENT

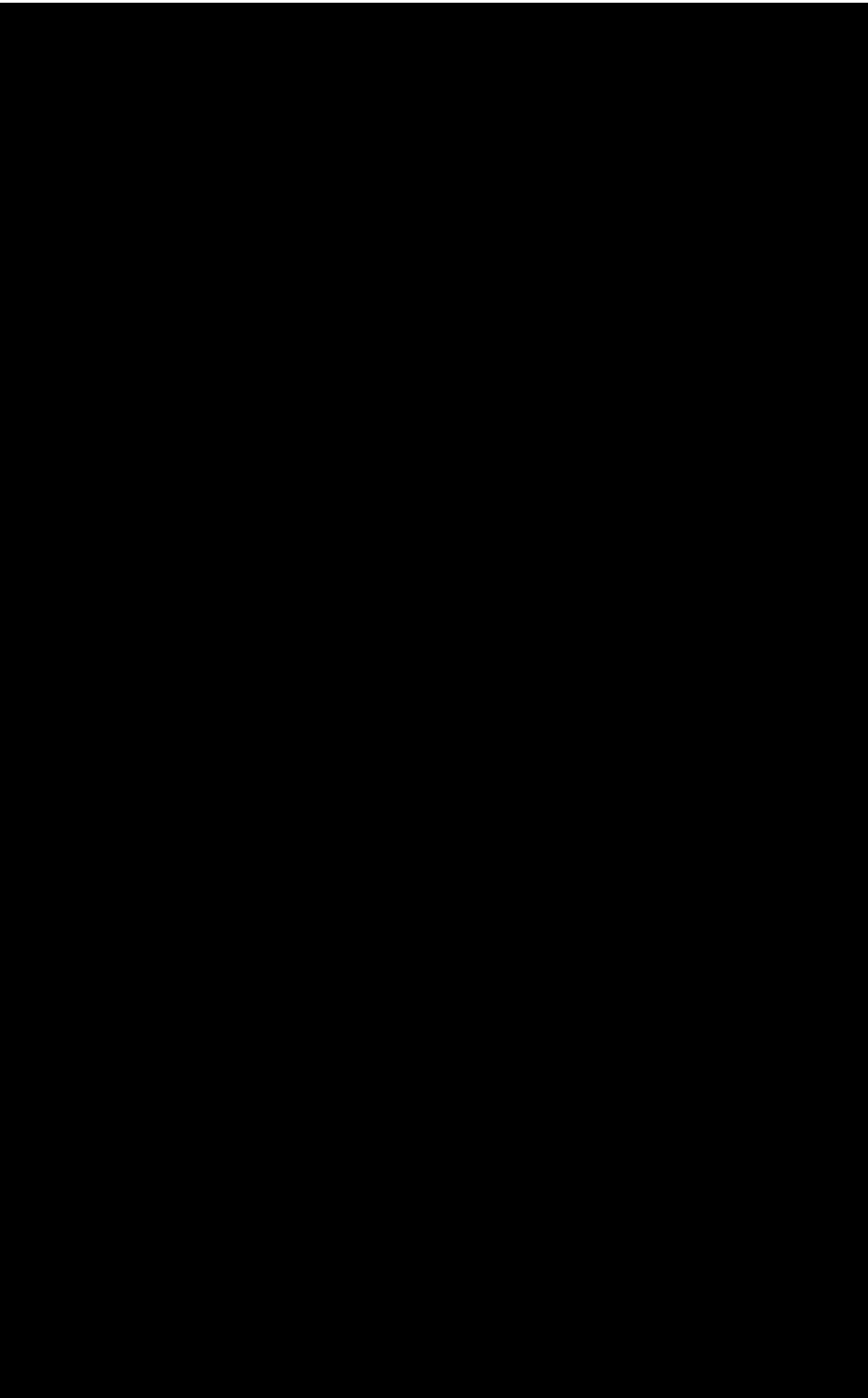


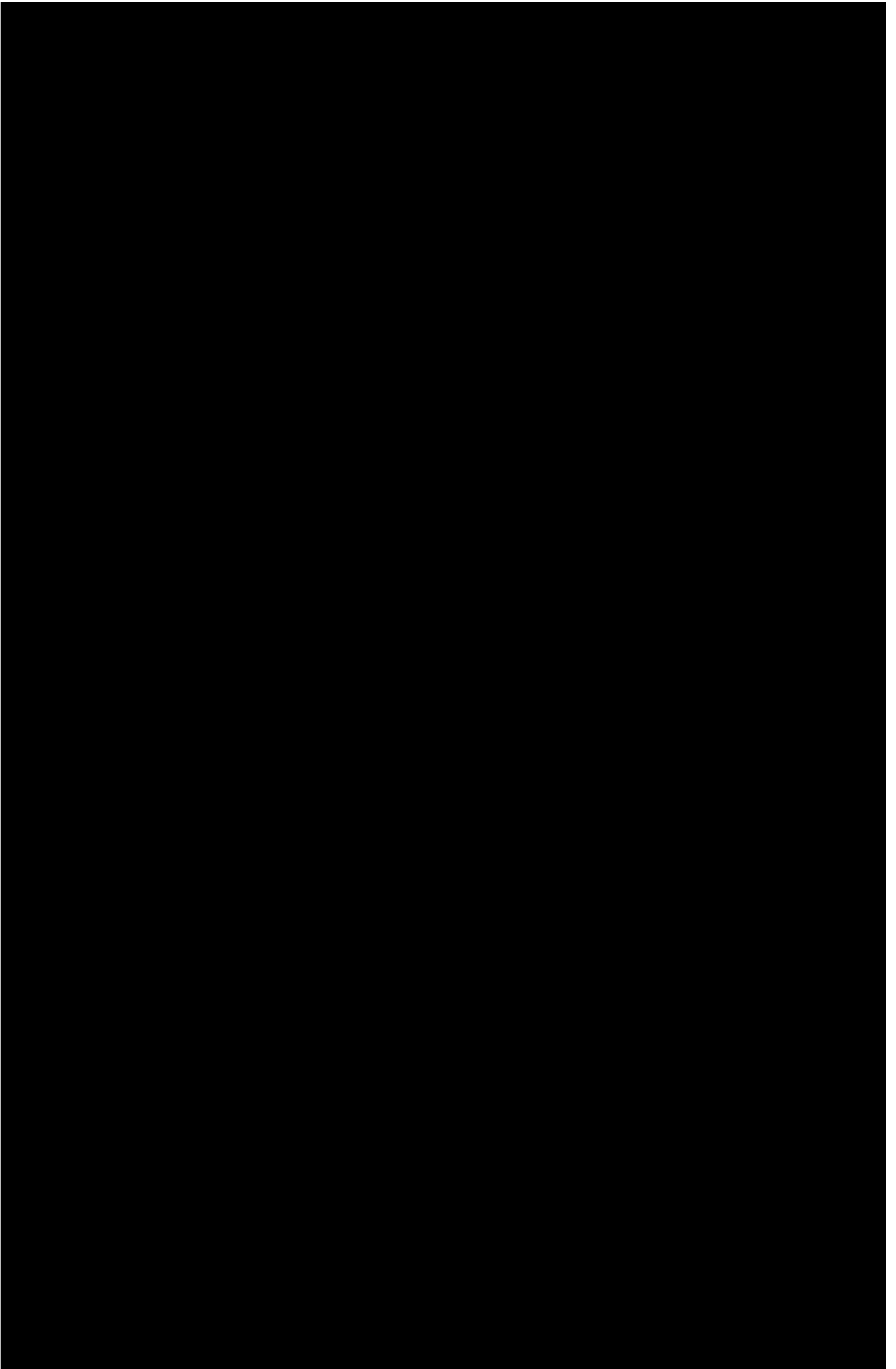


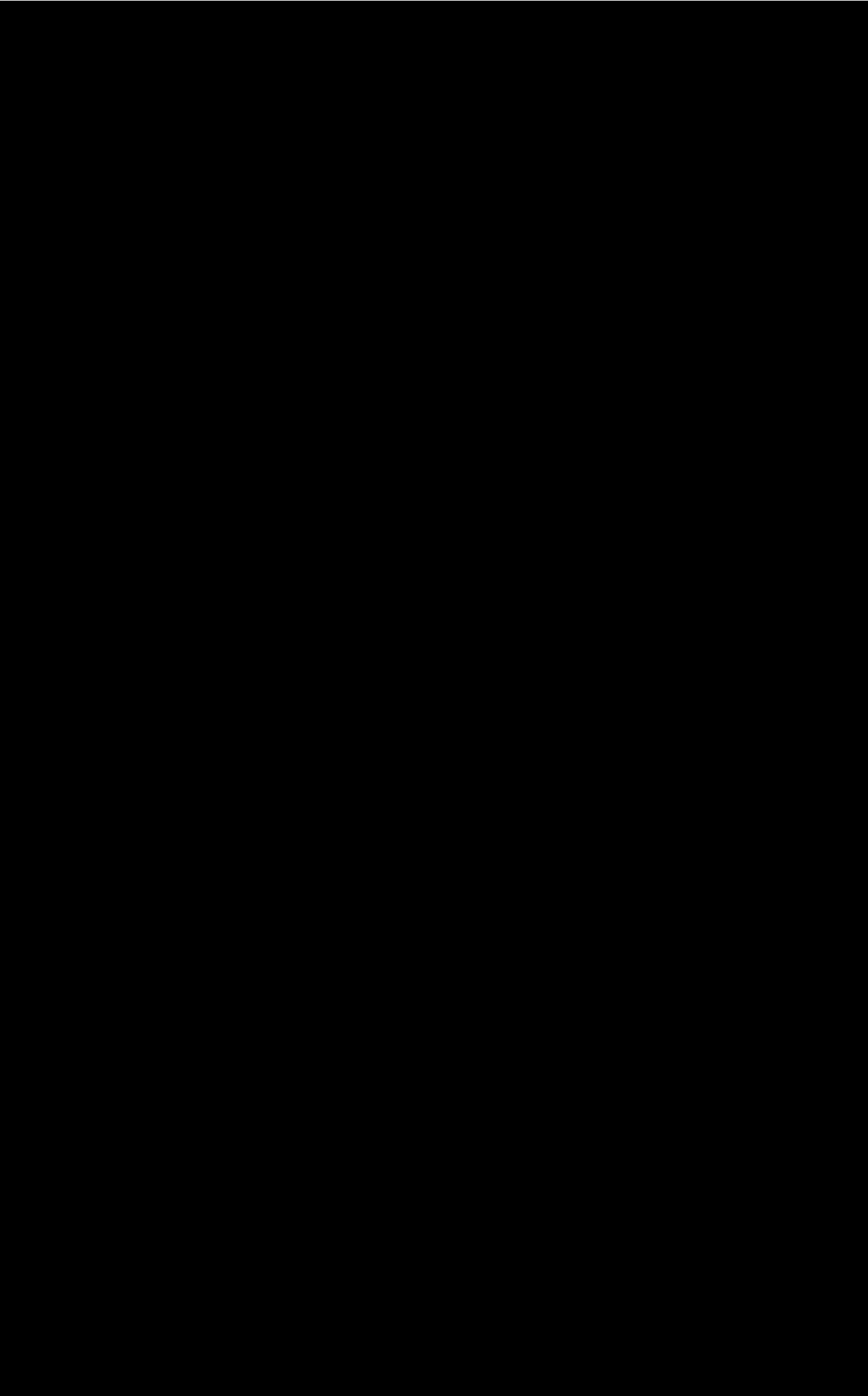


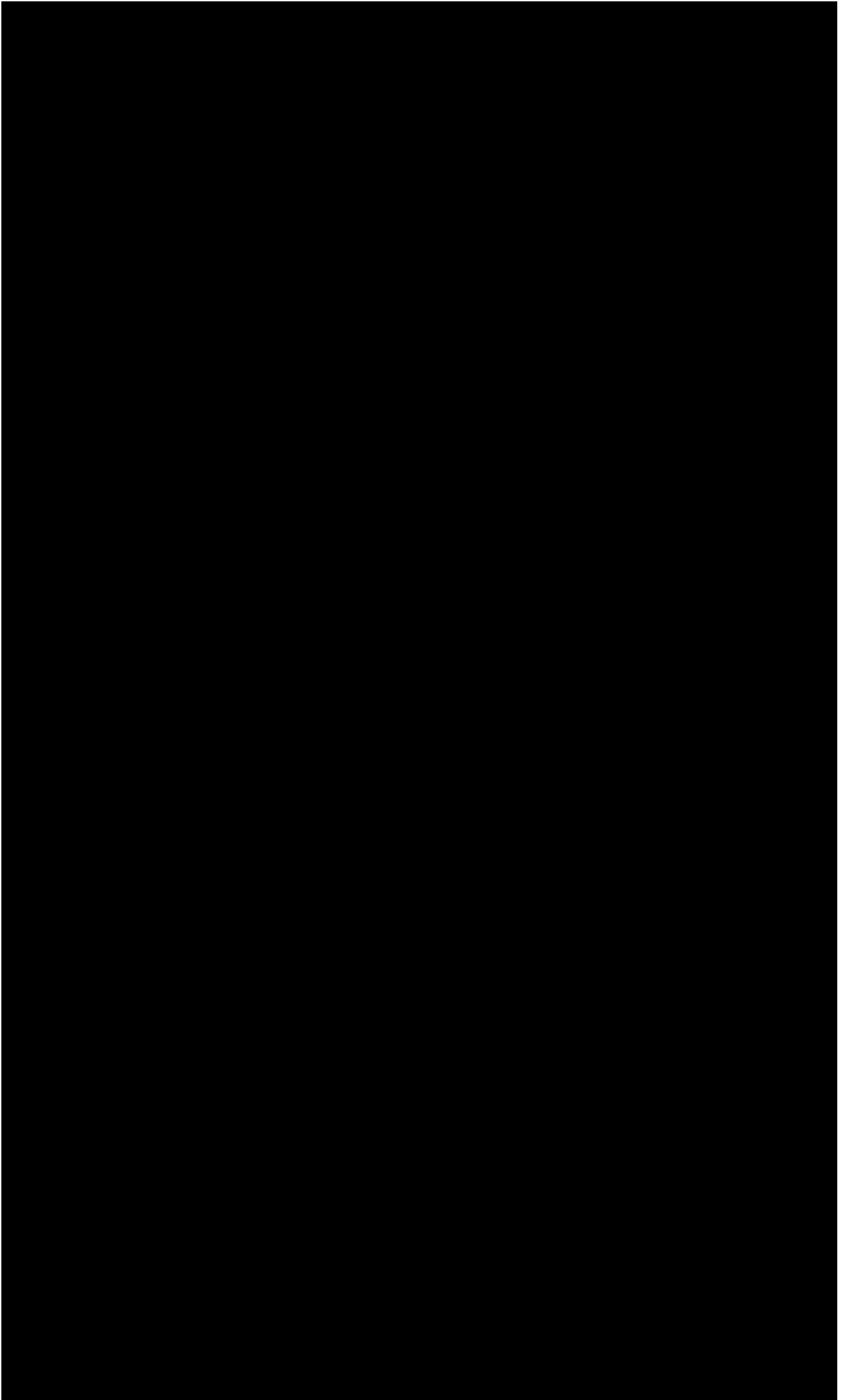


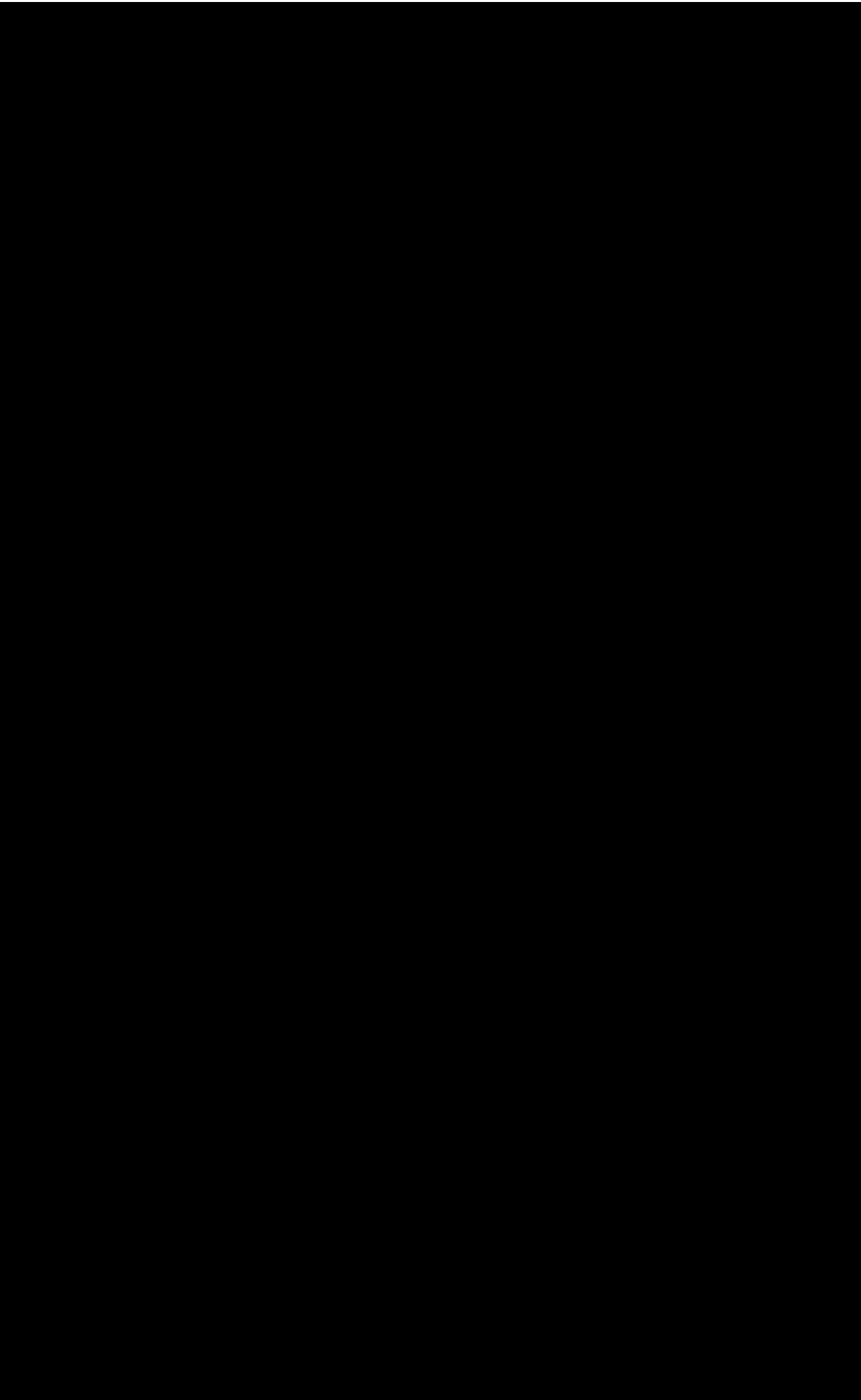


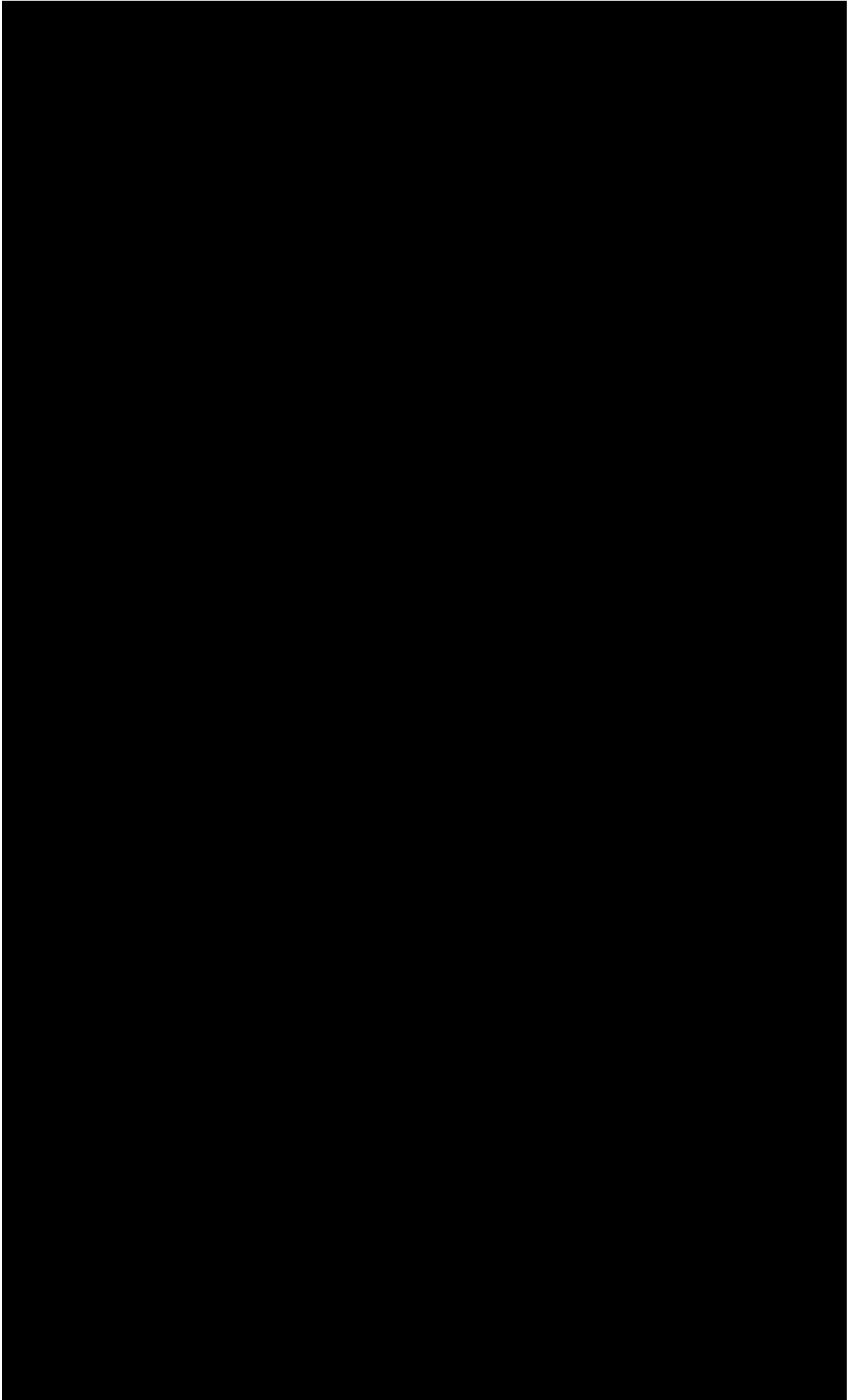


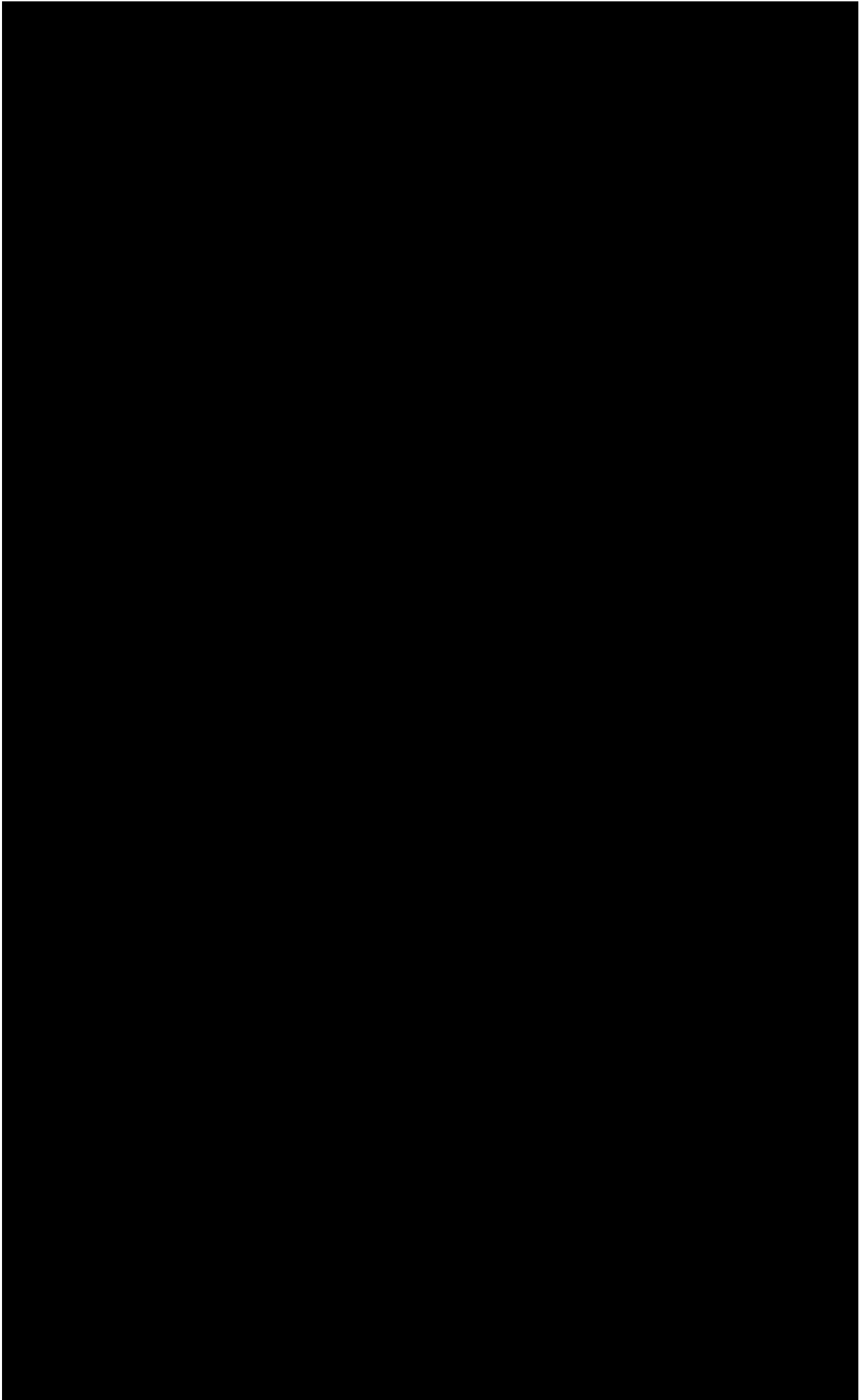


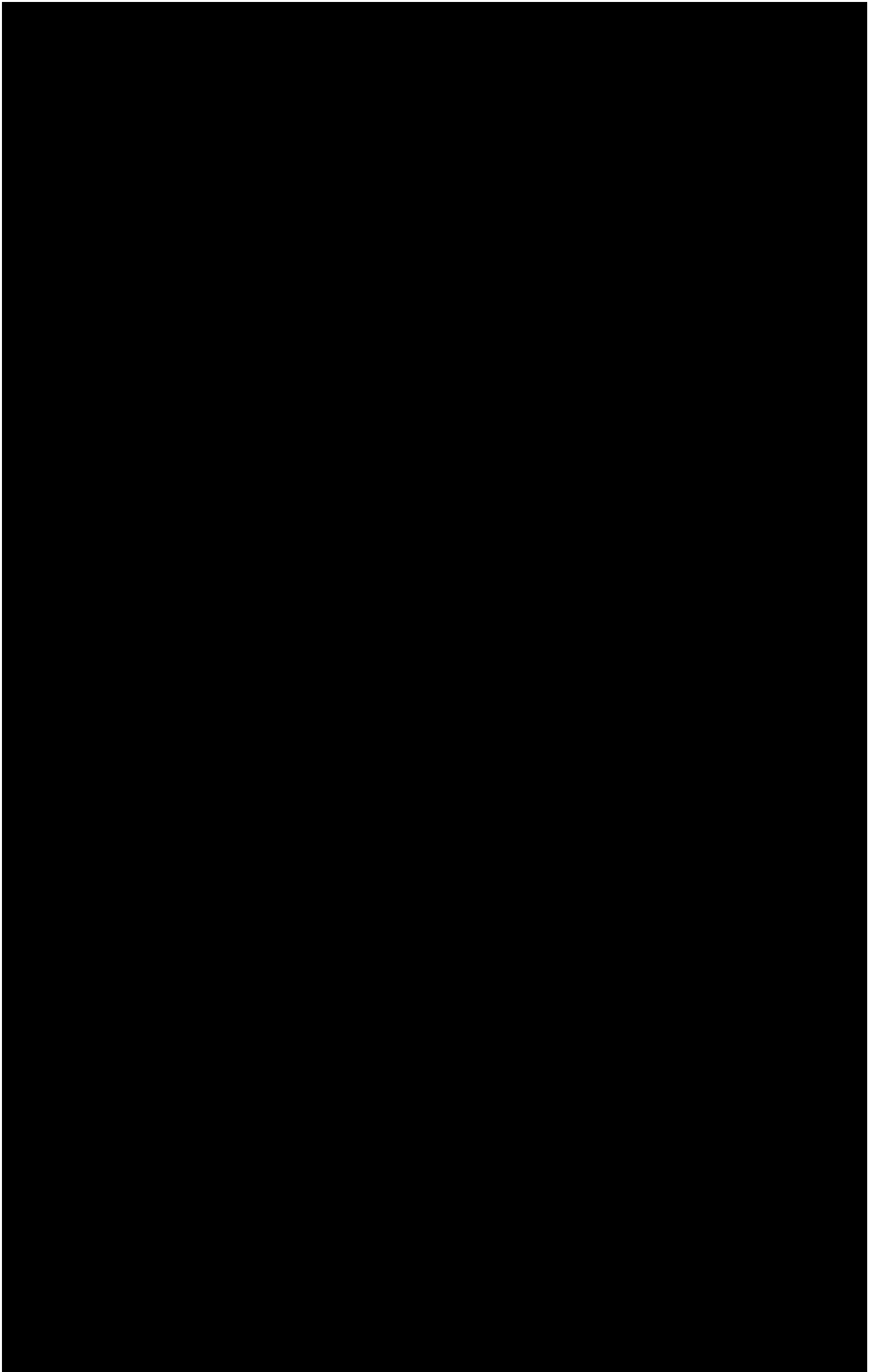


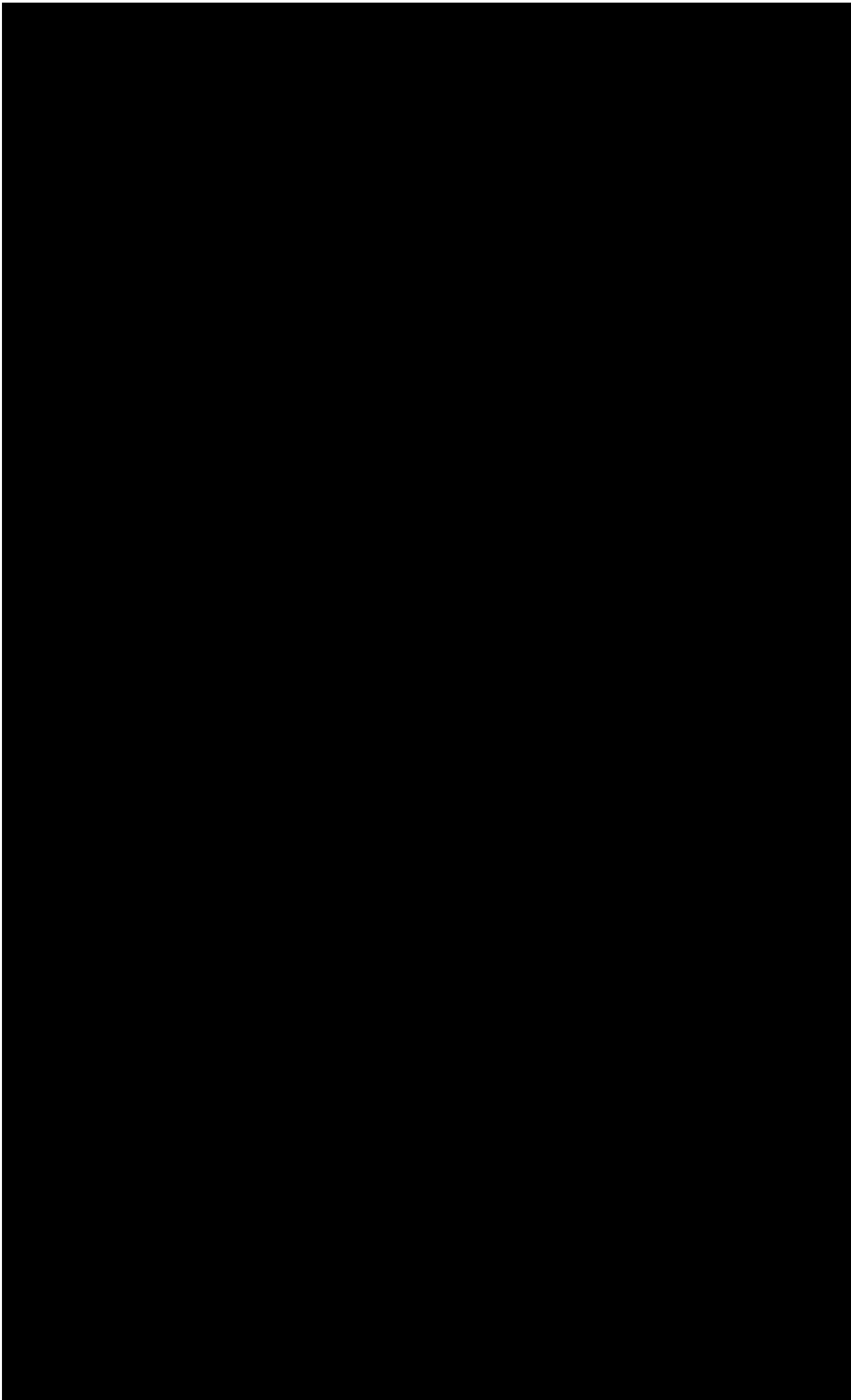


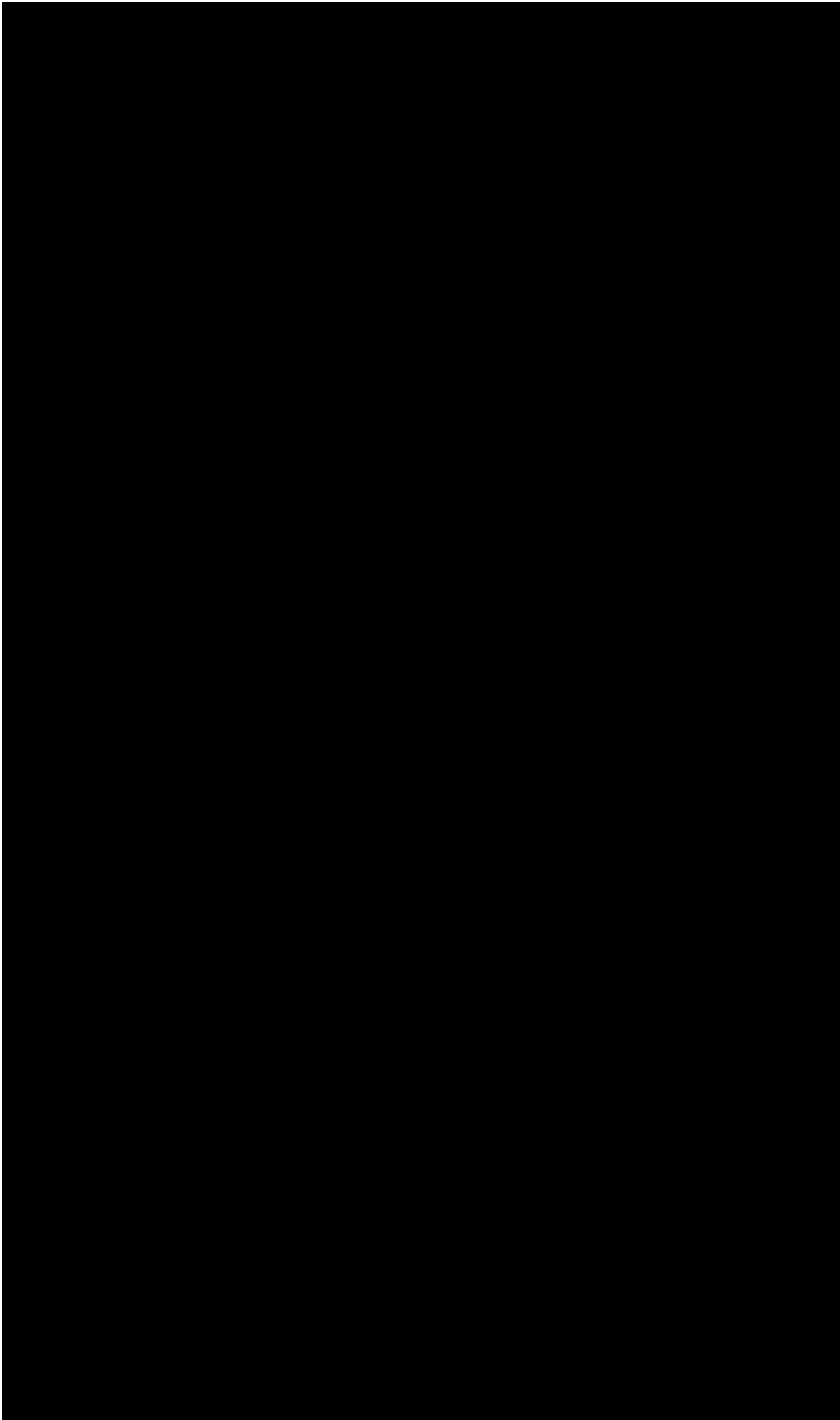


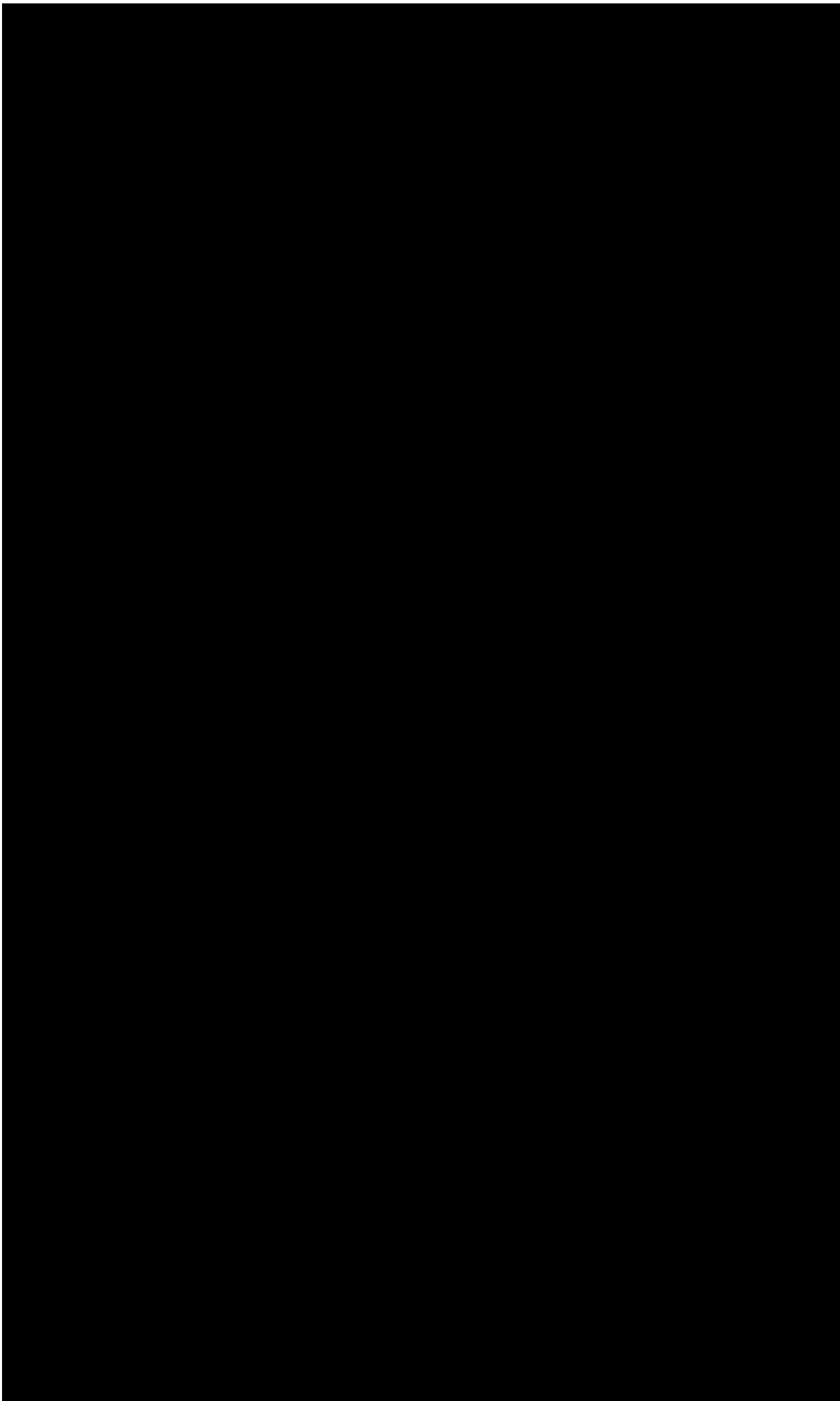


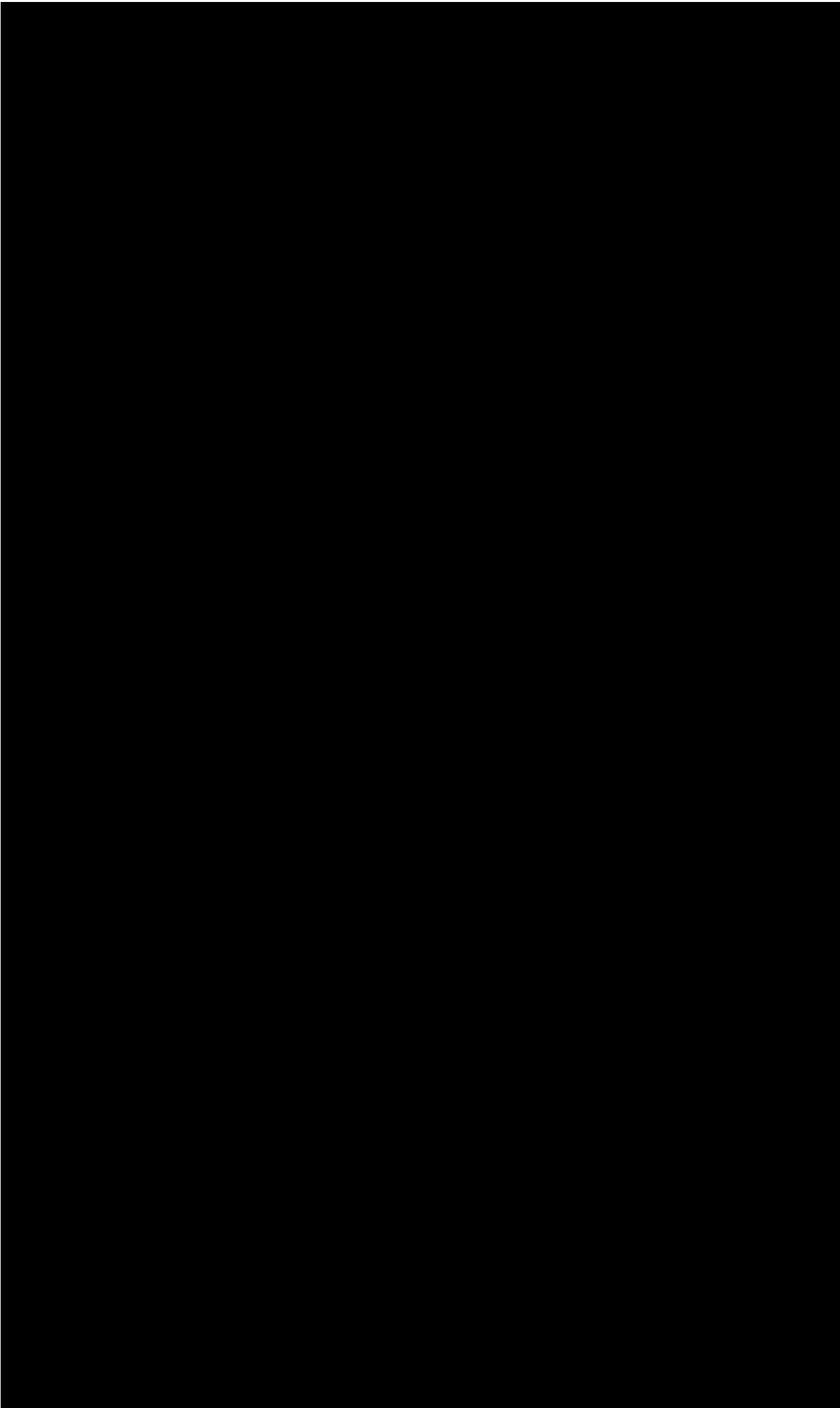


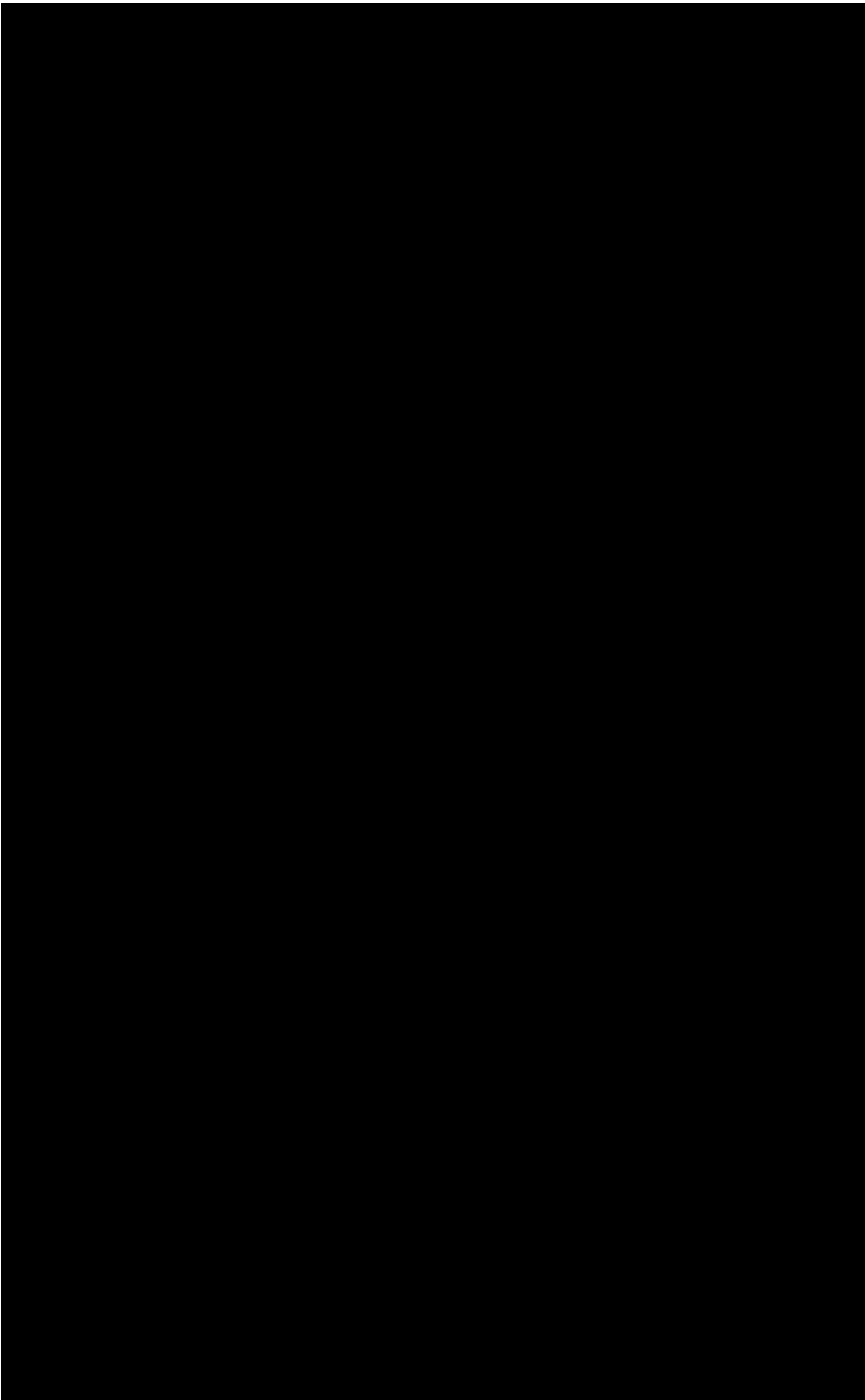


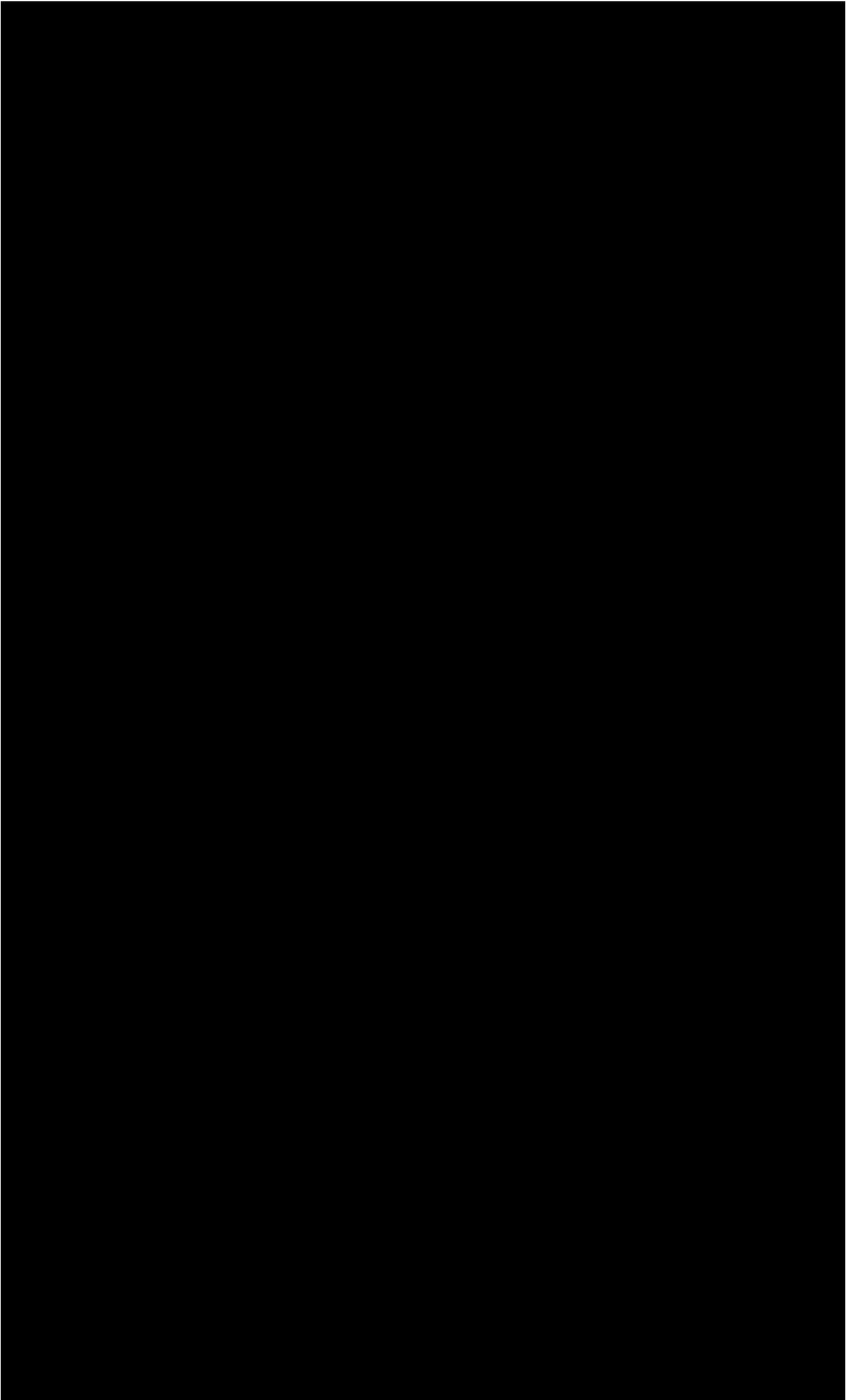


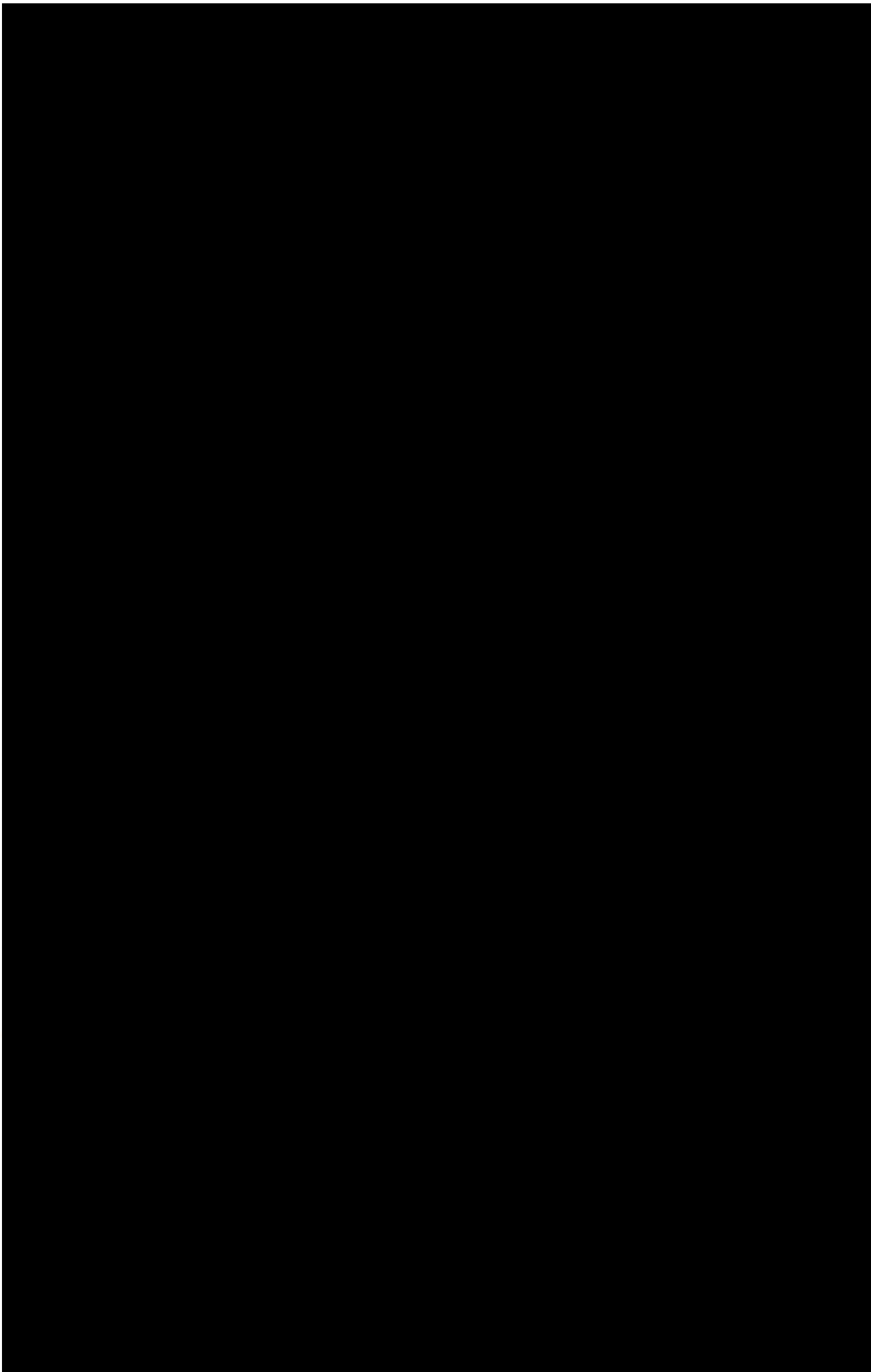




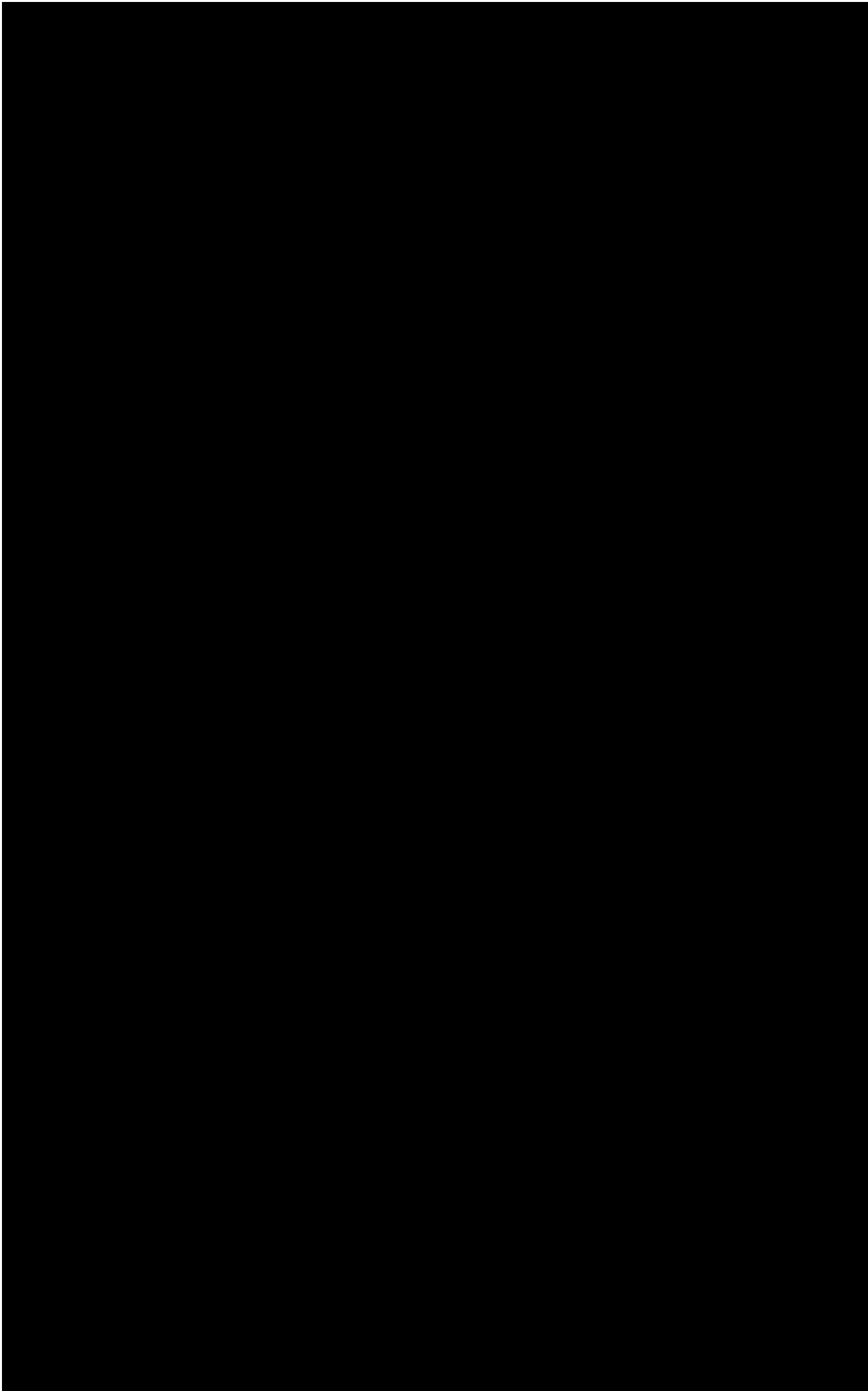




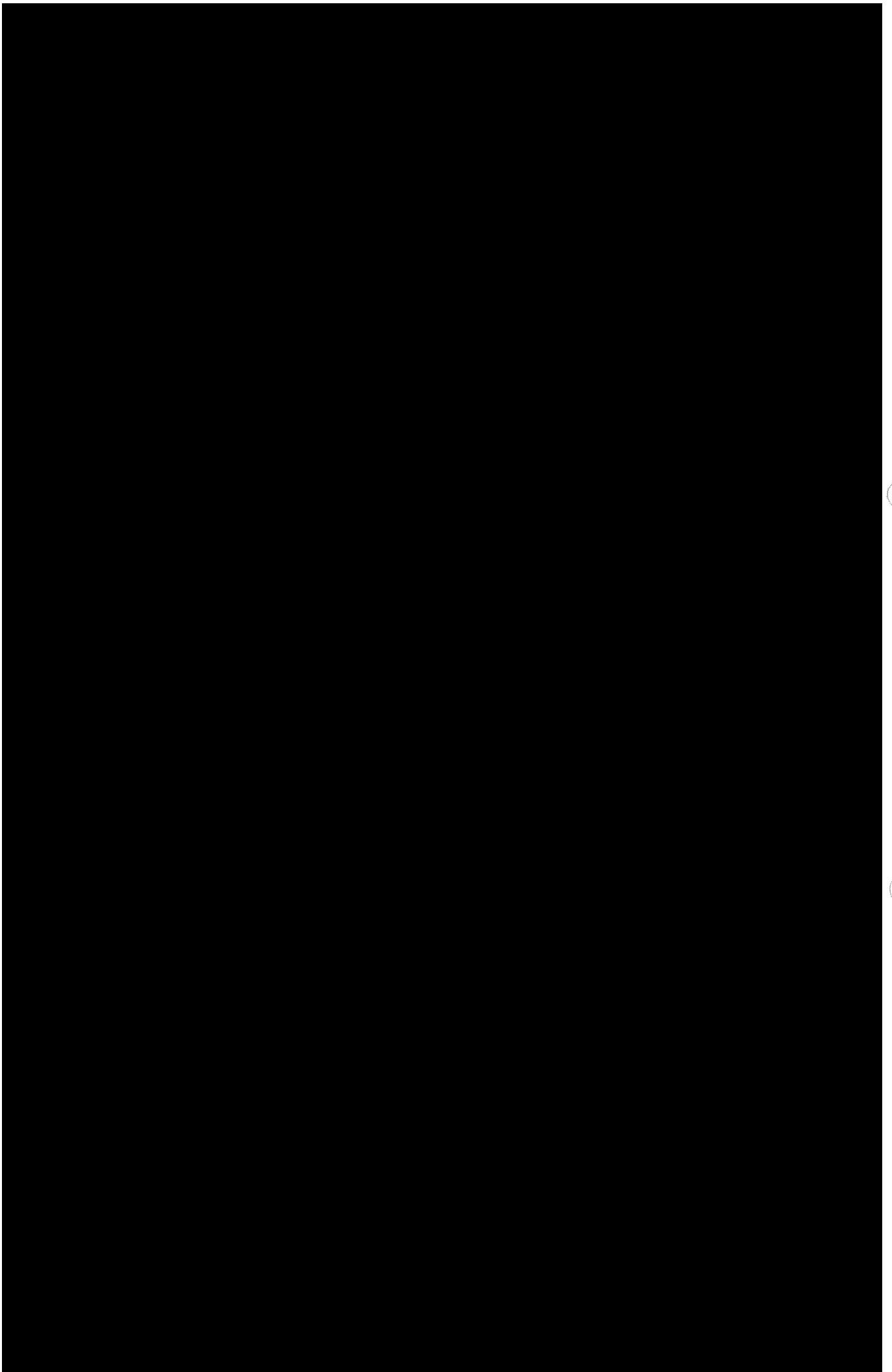


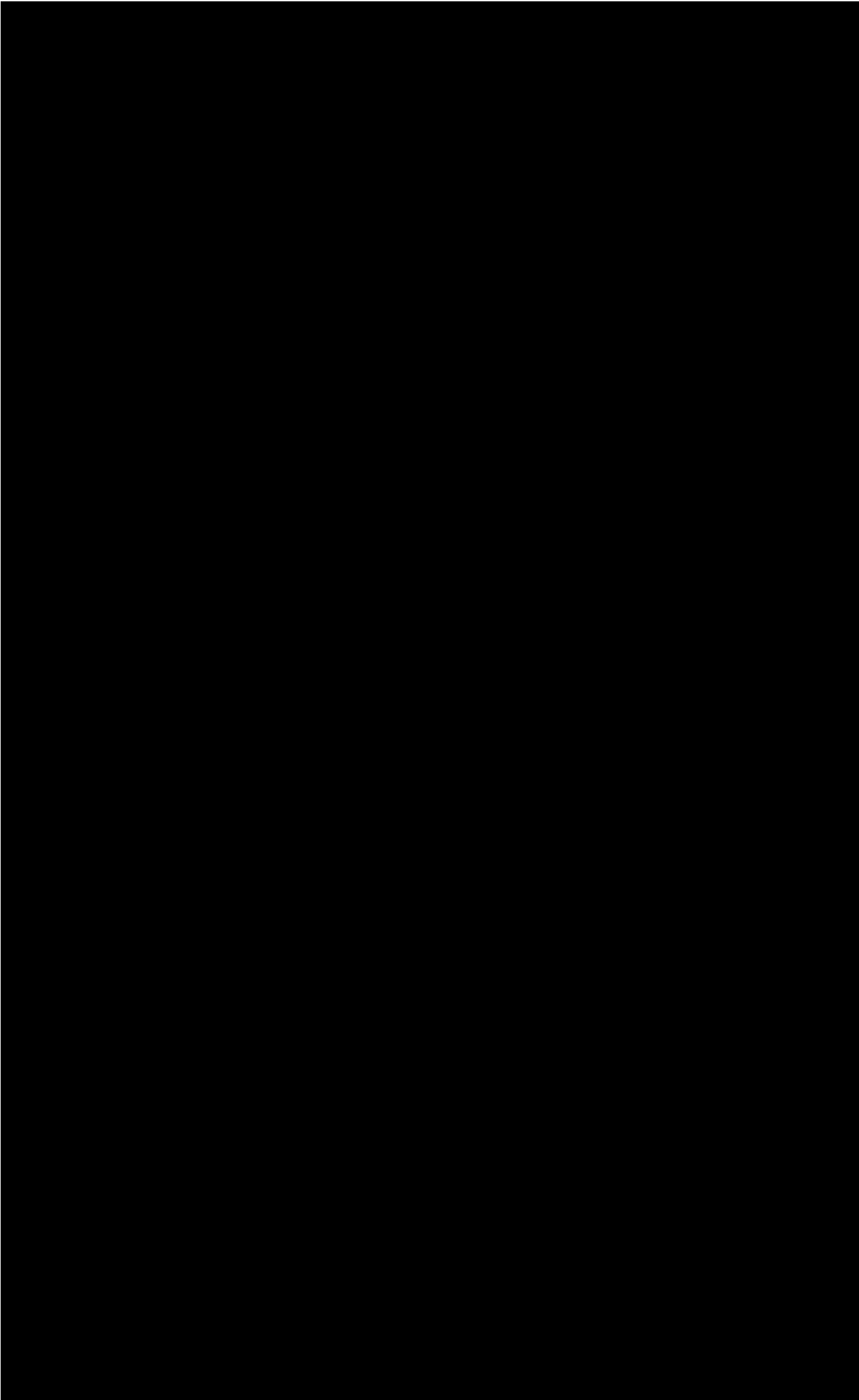


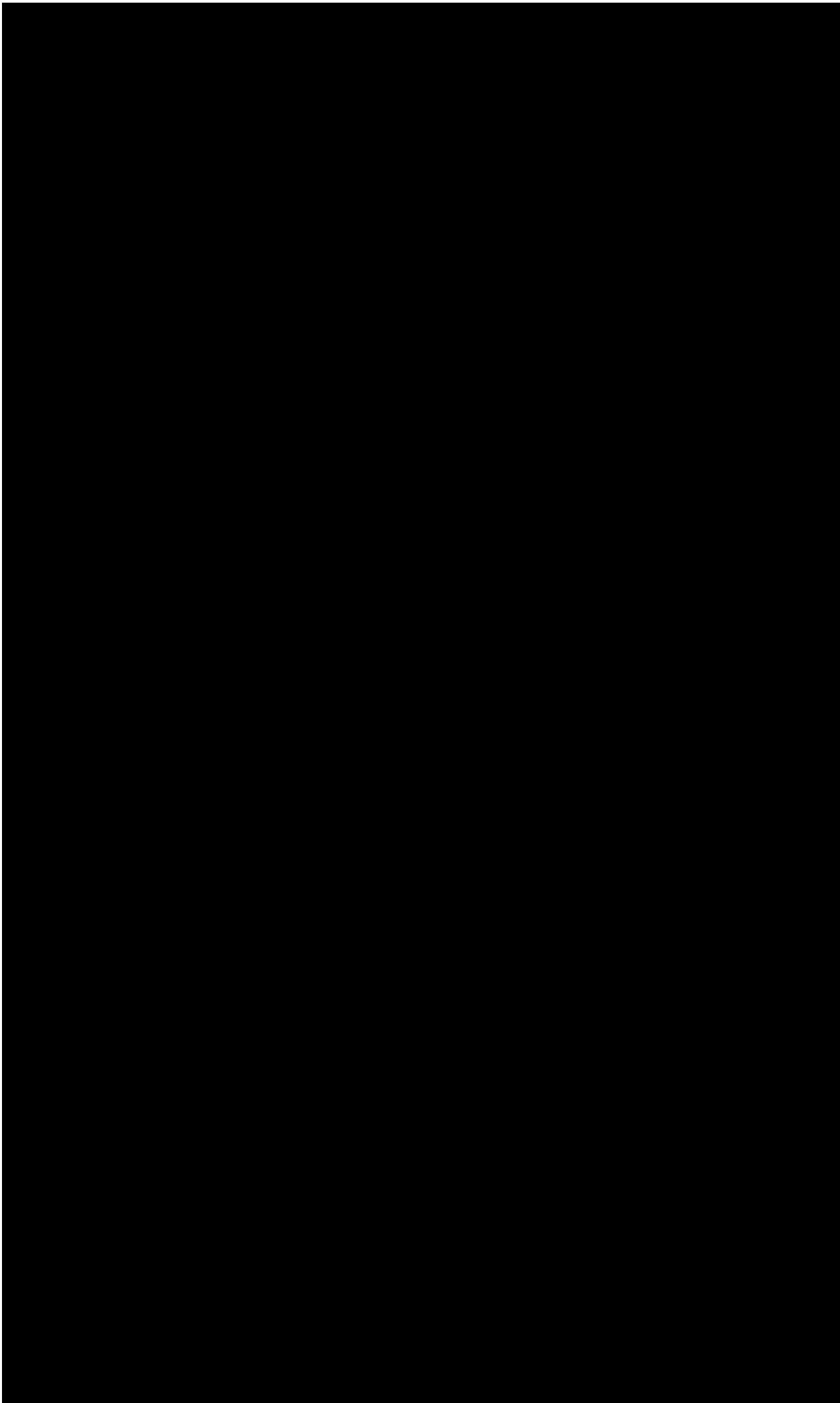


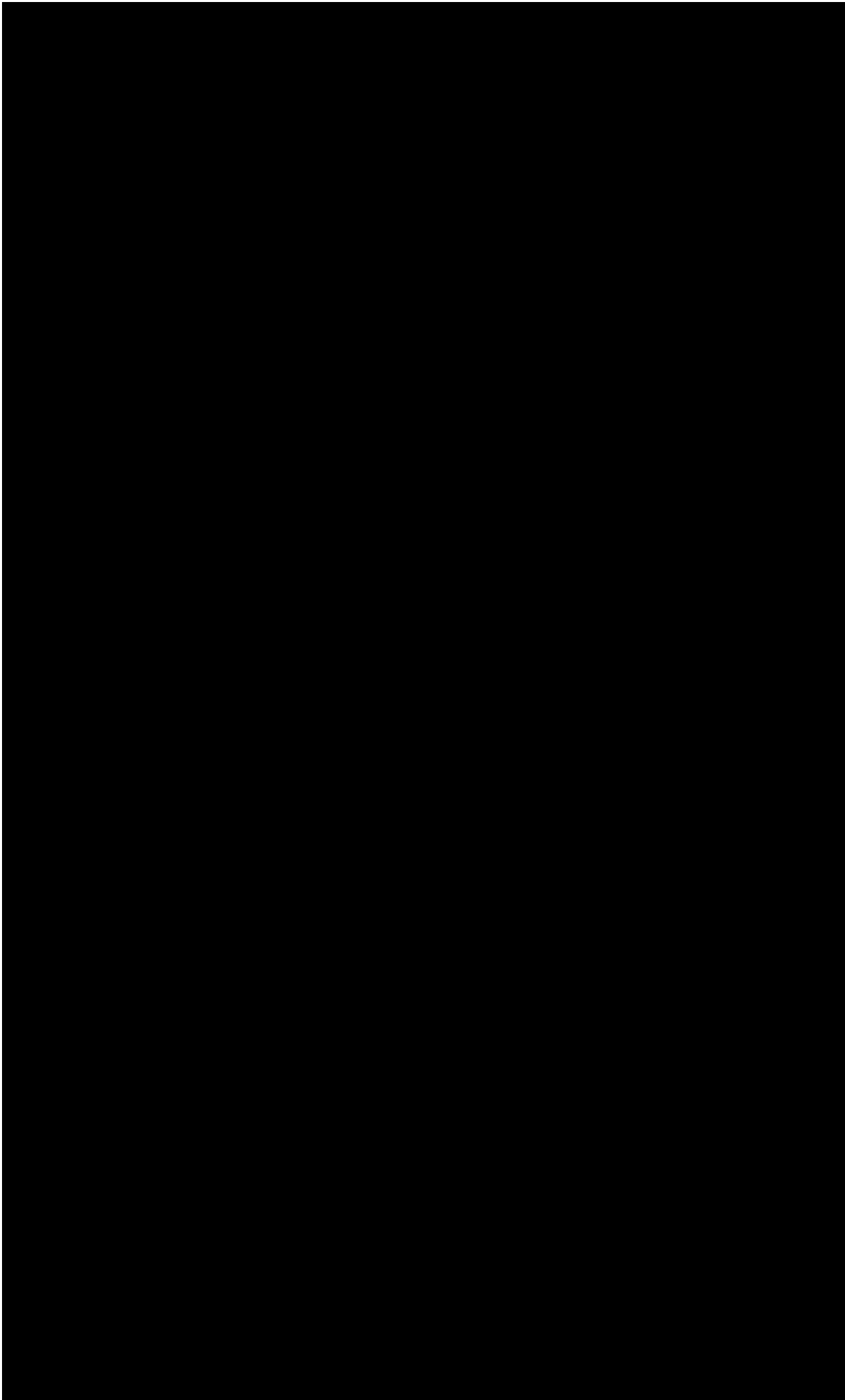


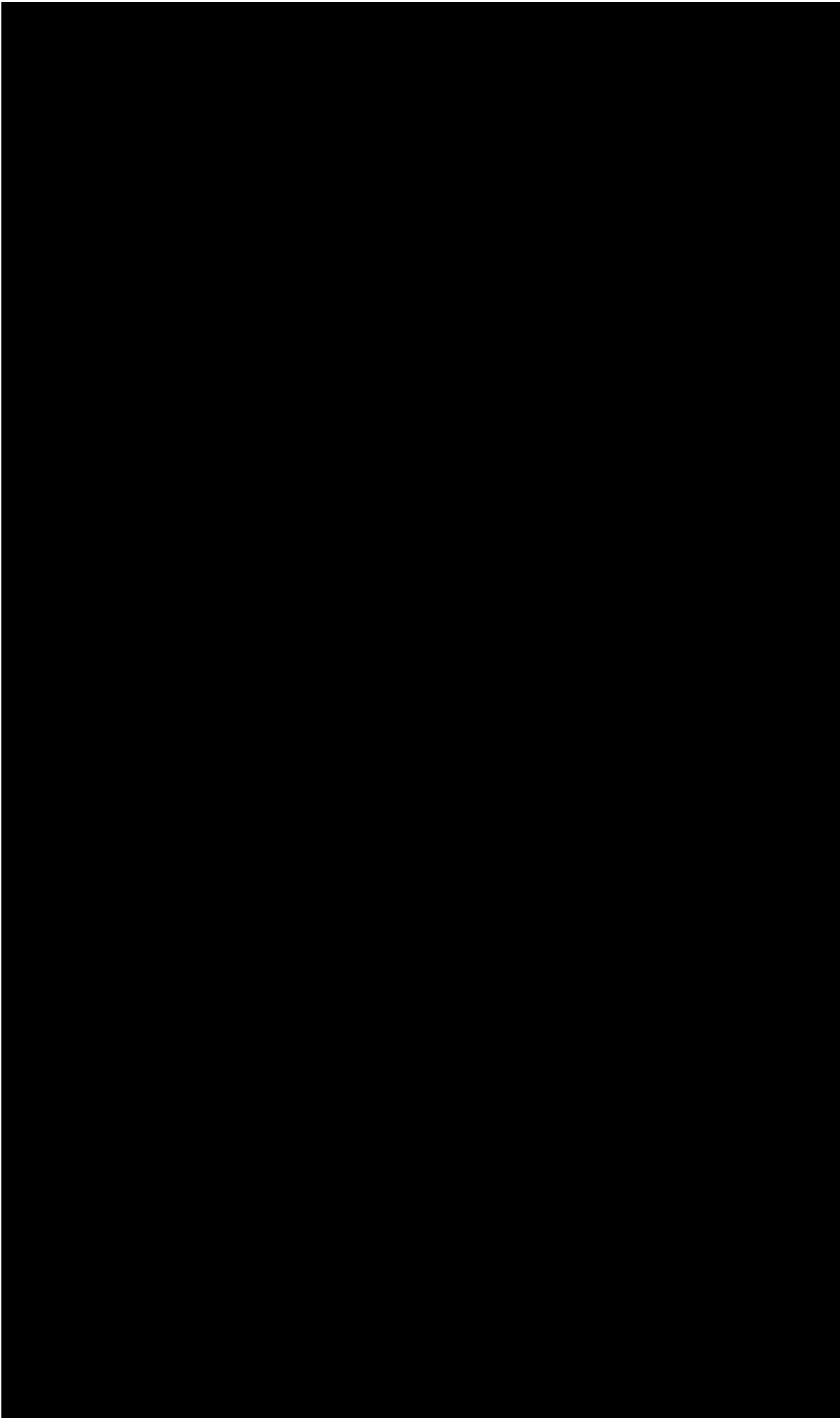




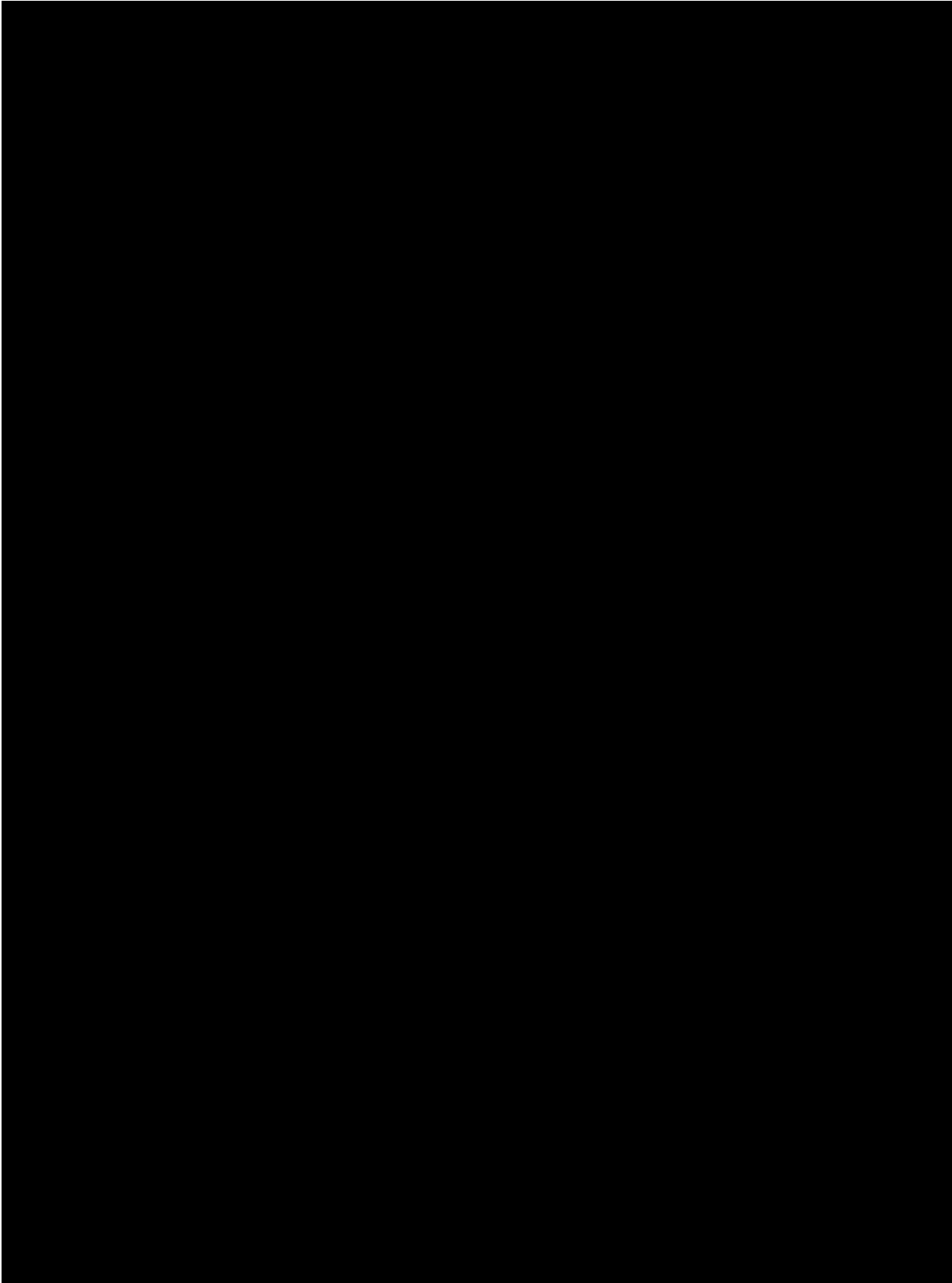


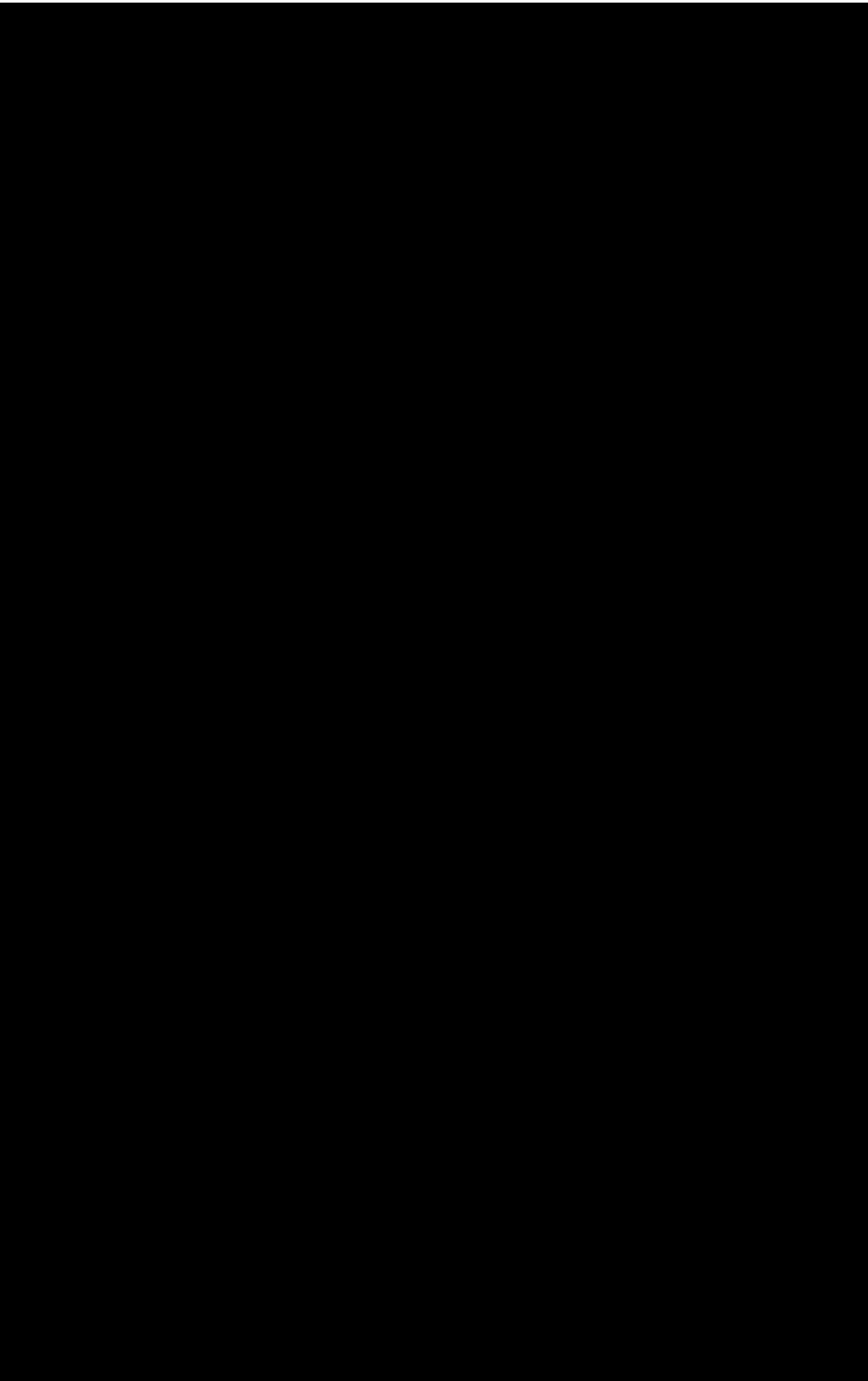


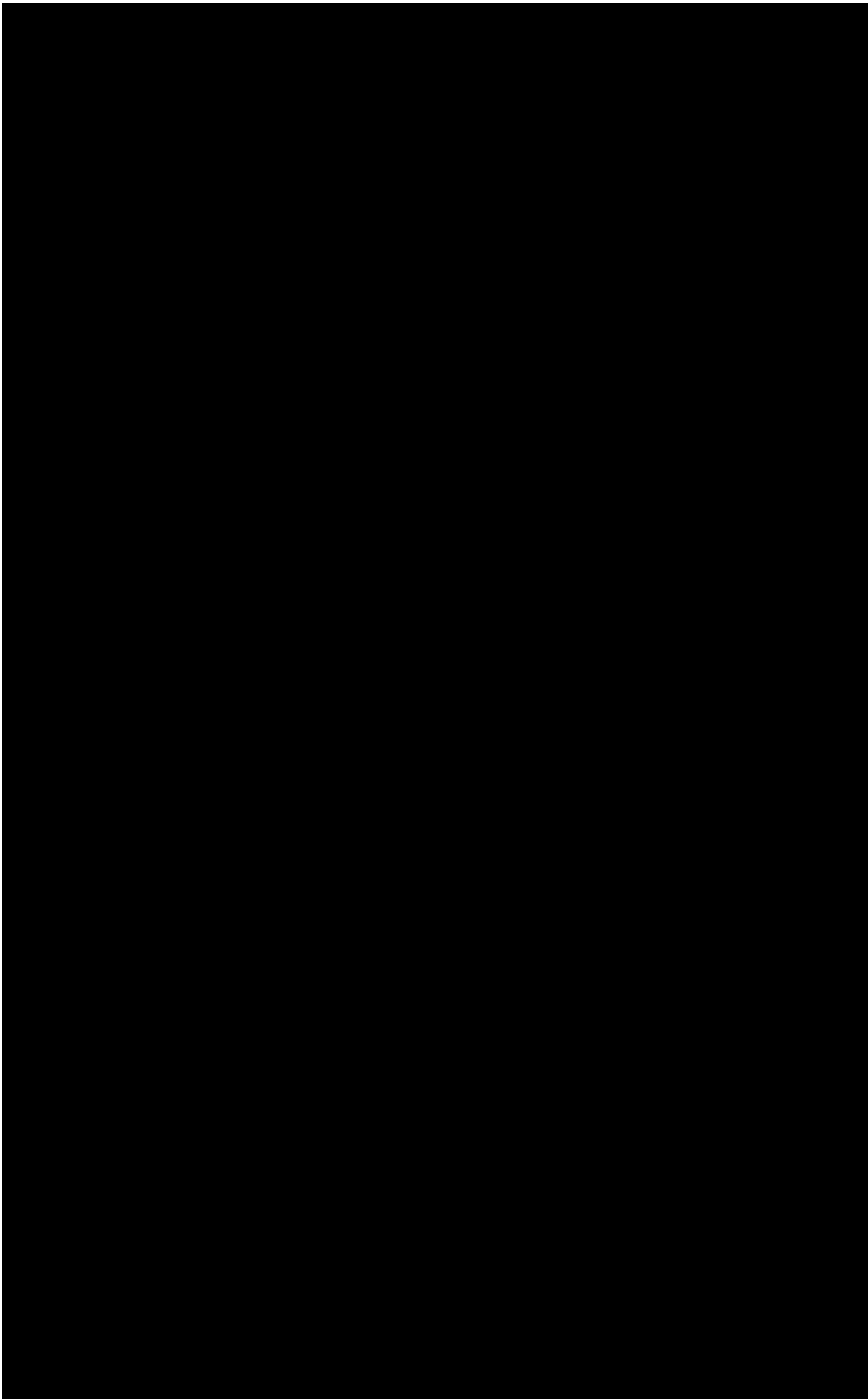


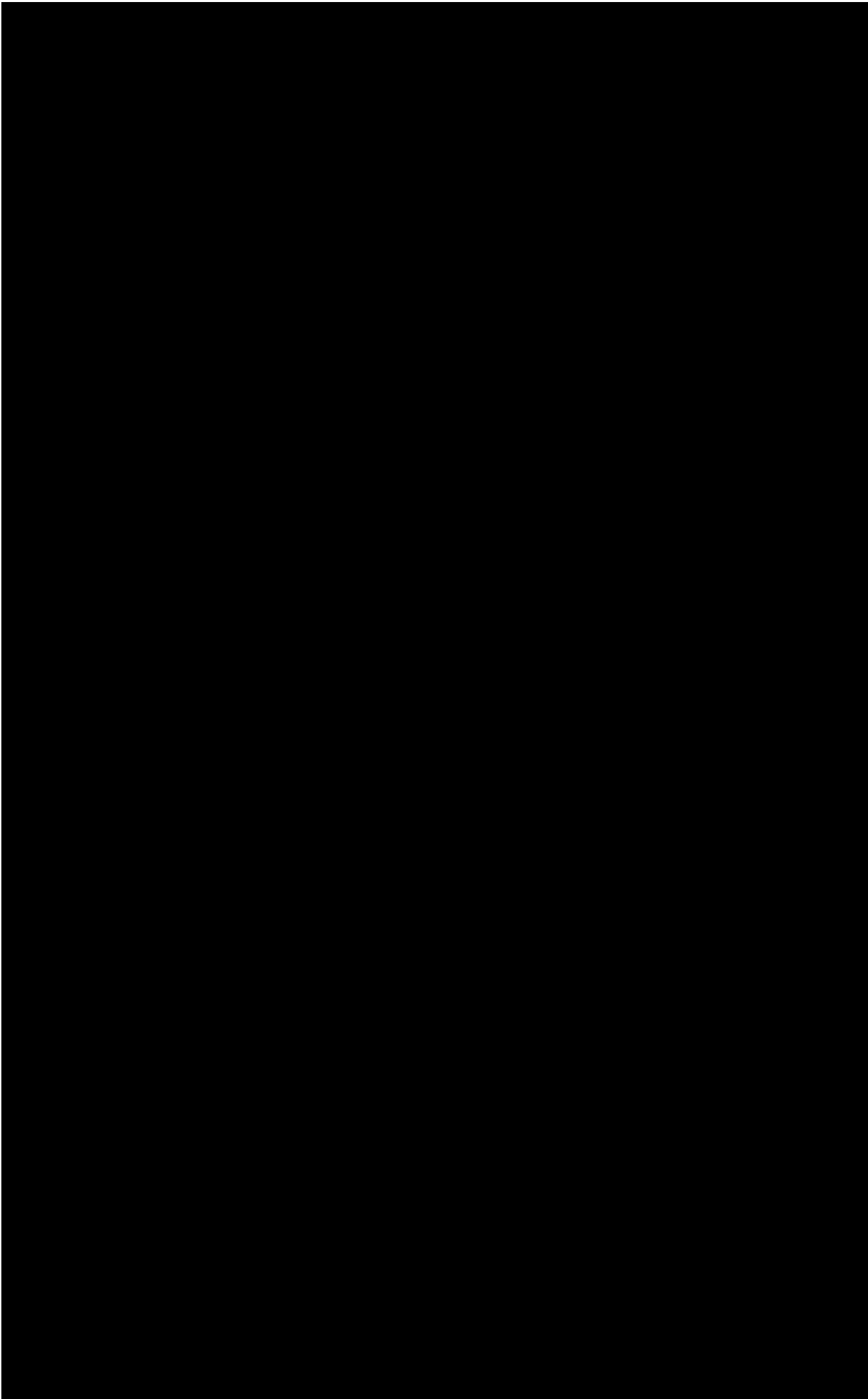


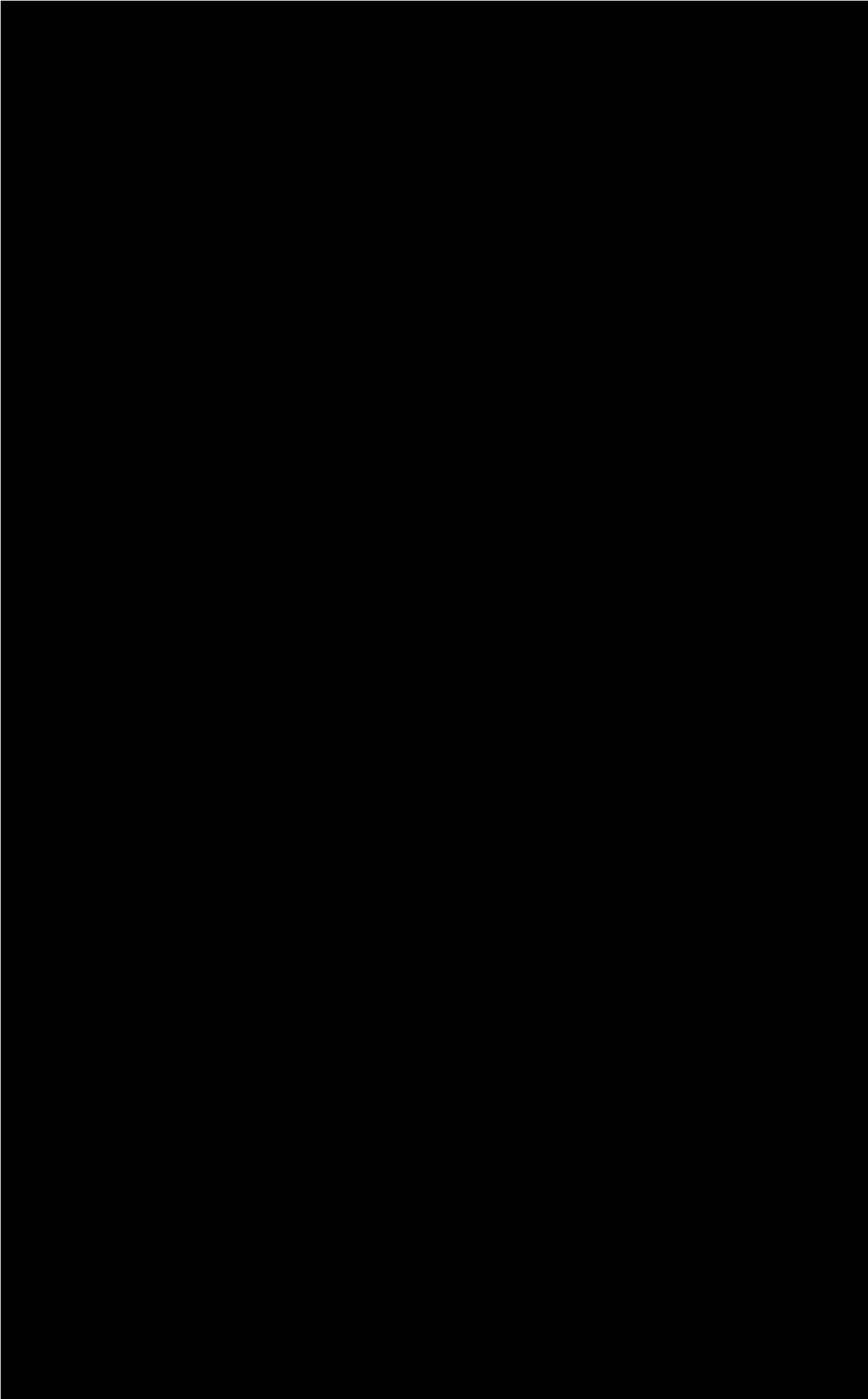
SCHEDULE D10. – PRO-FORMA ADJOINING PROPERTY EASEMENT

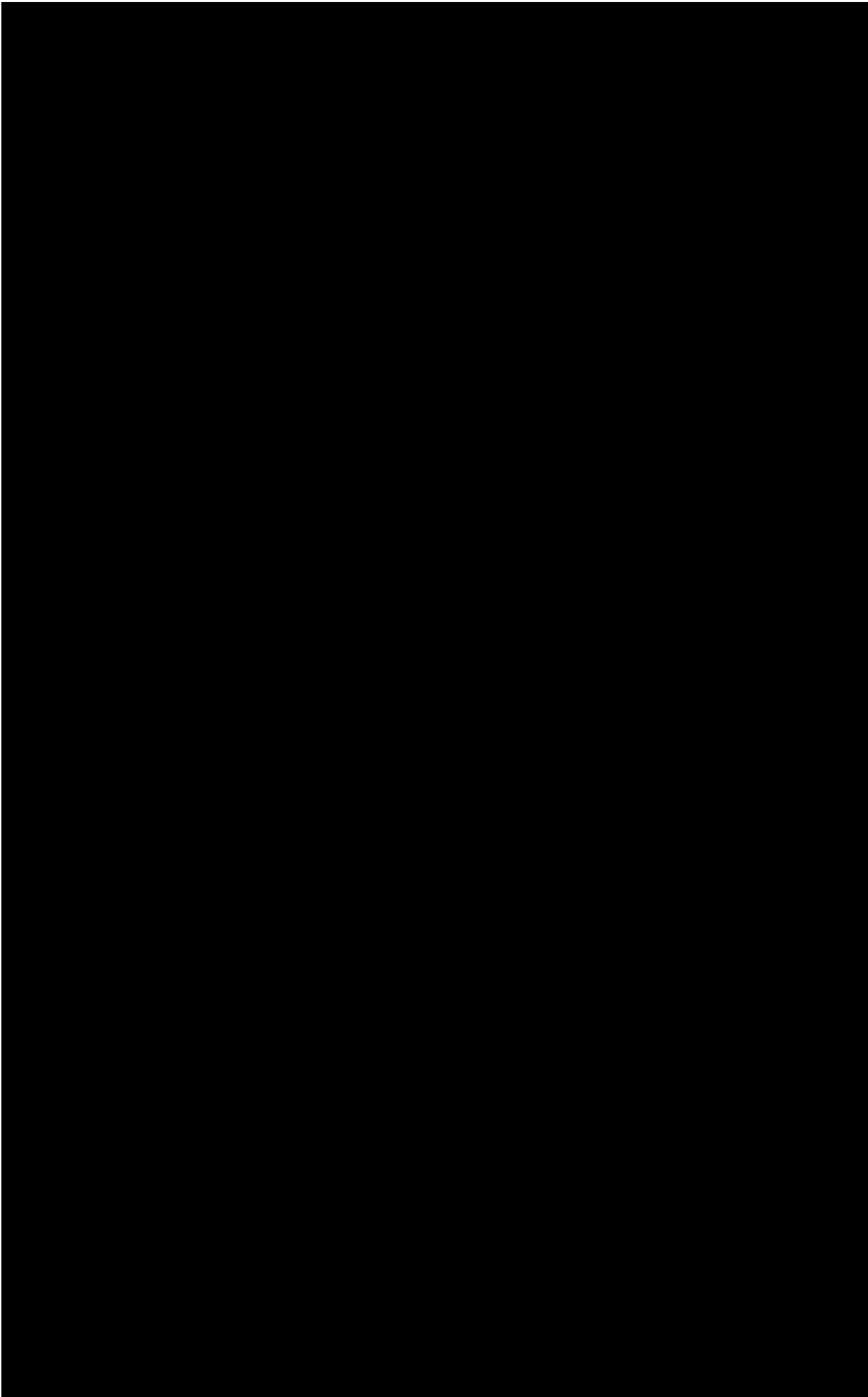


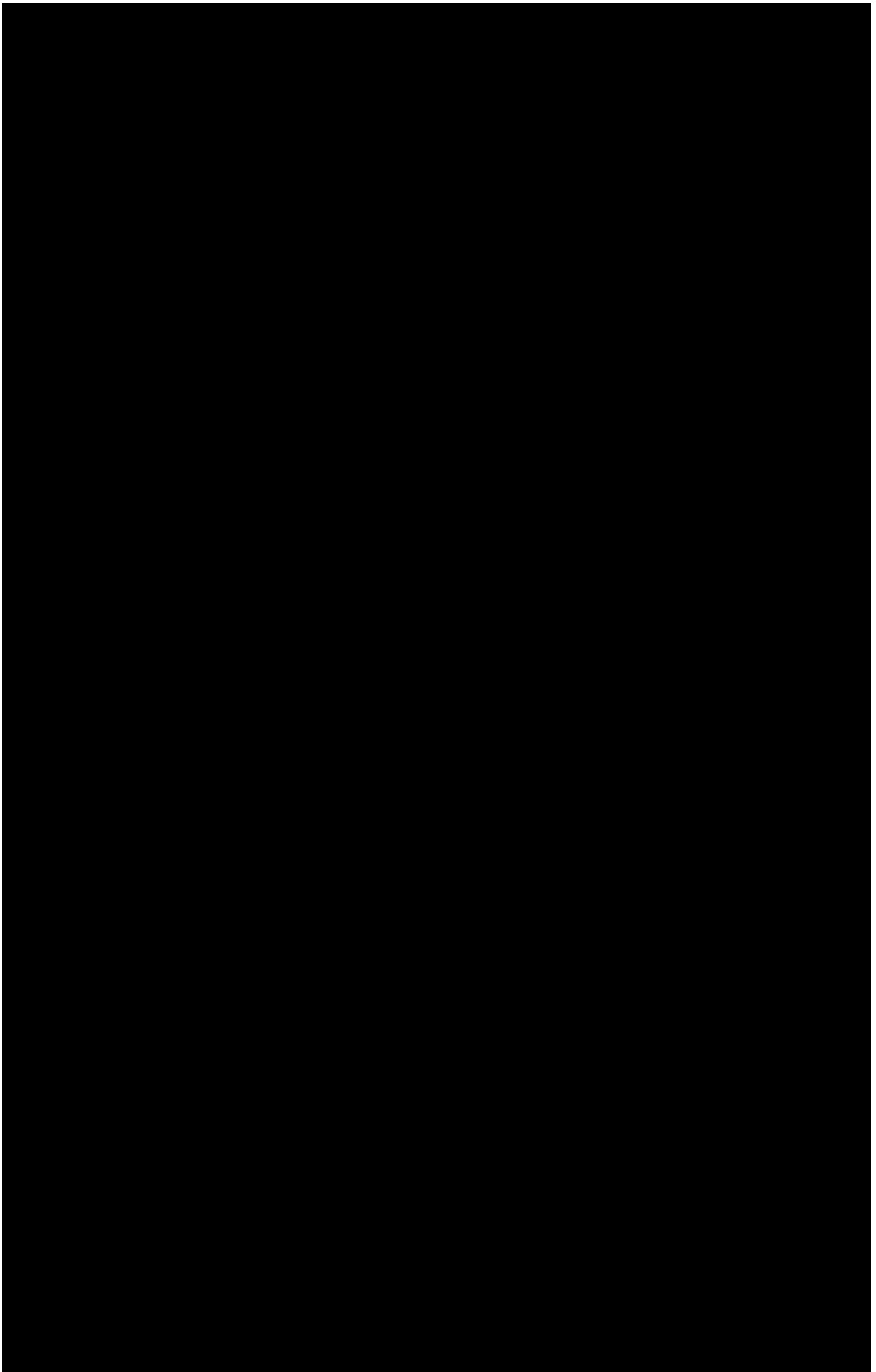


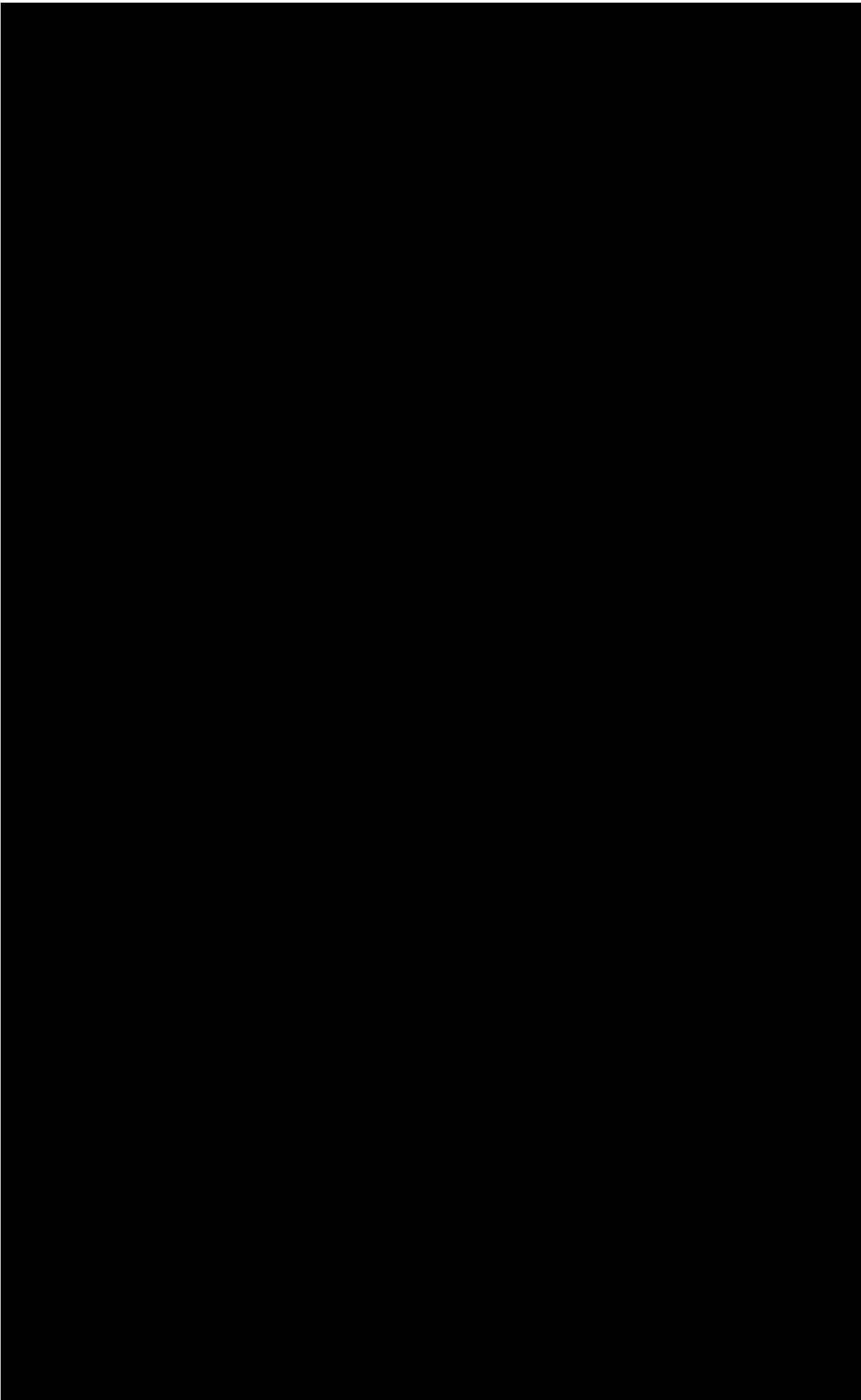


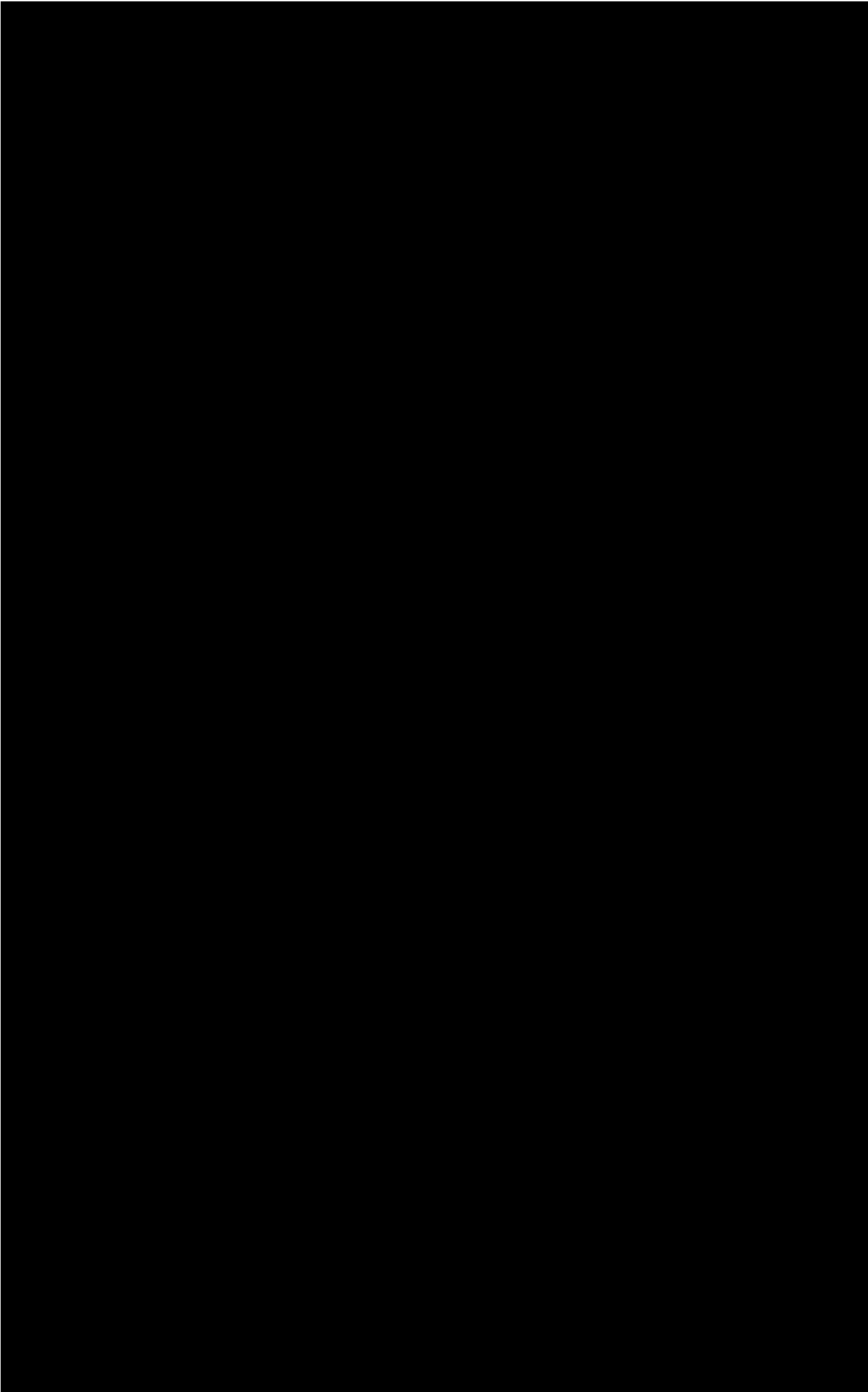




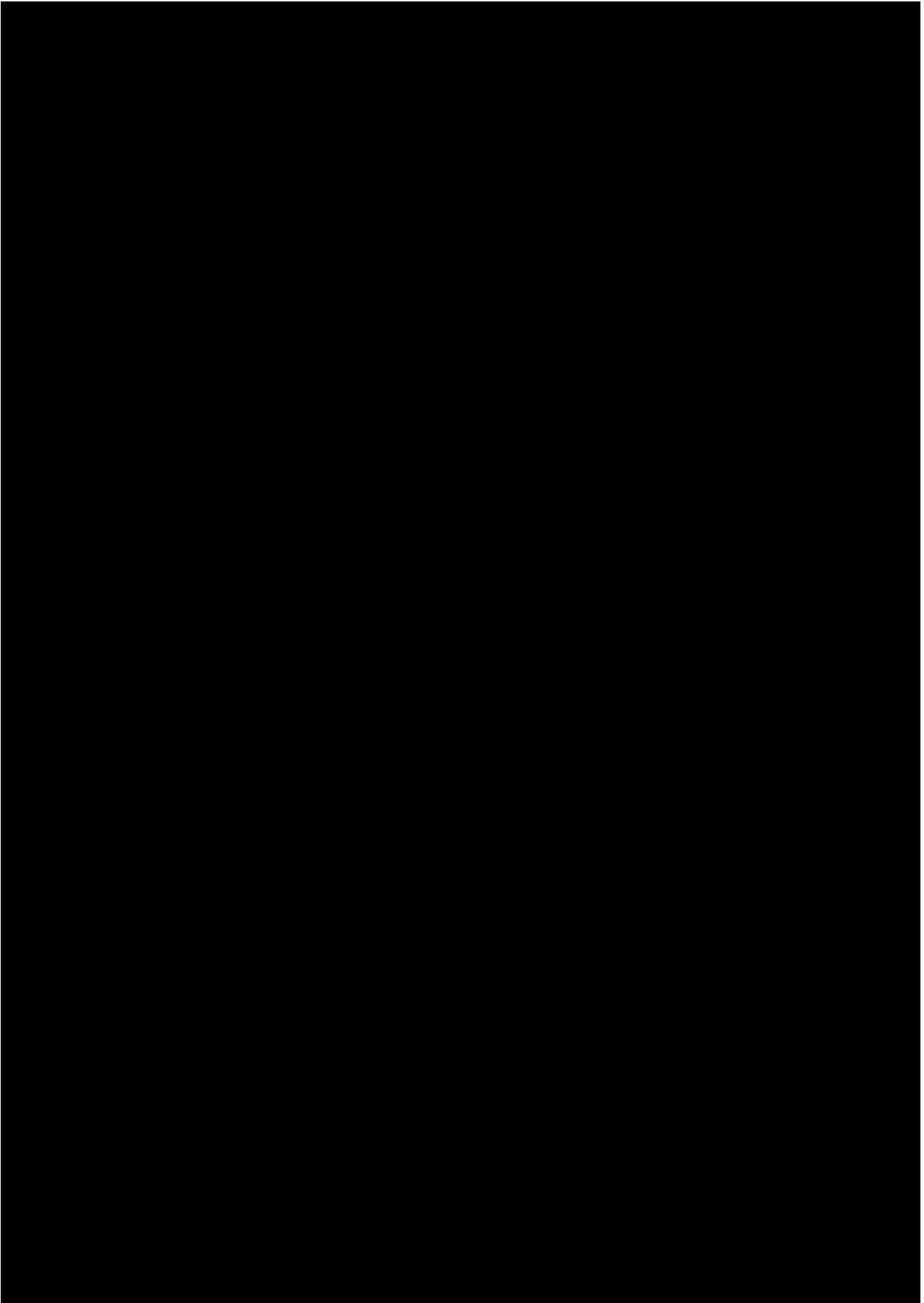


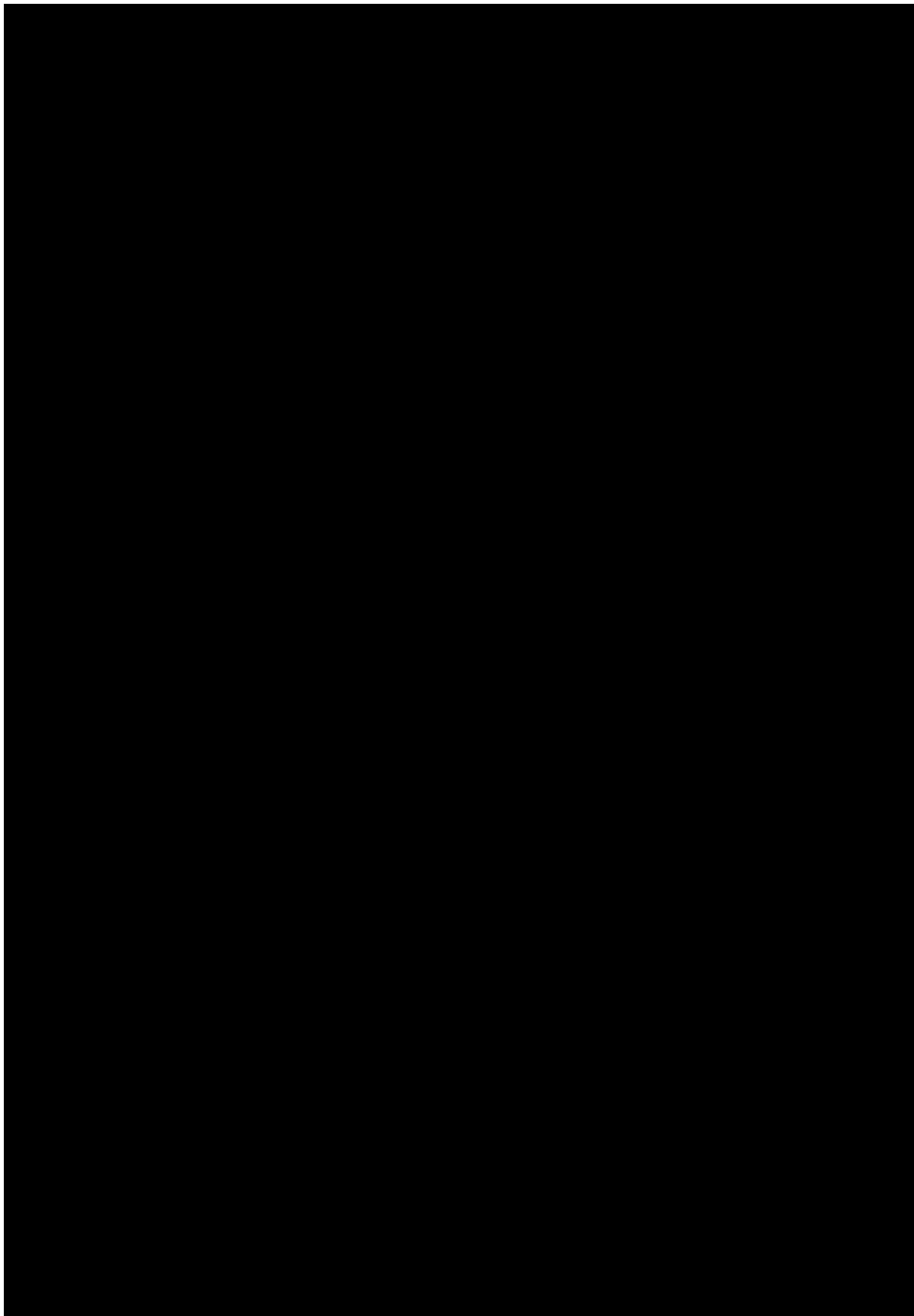


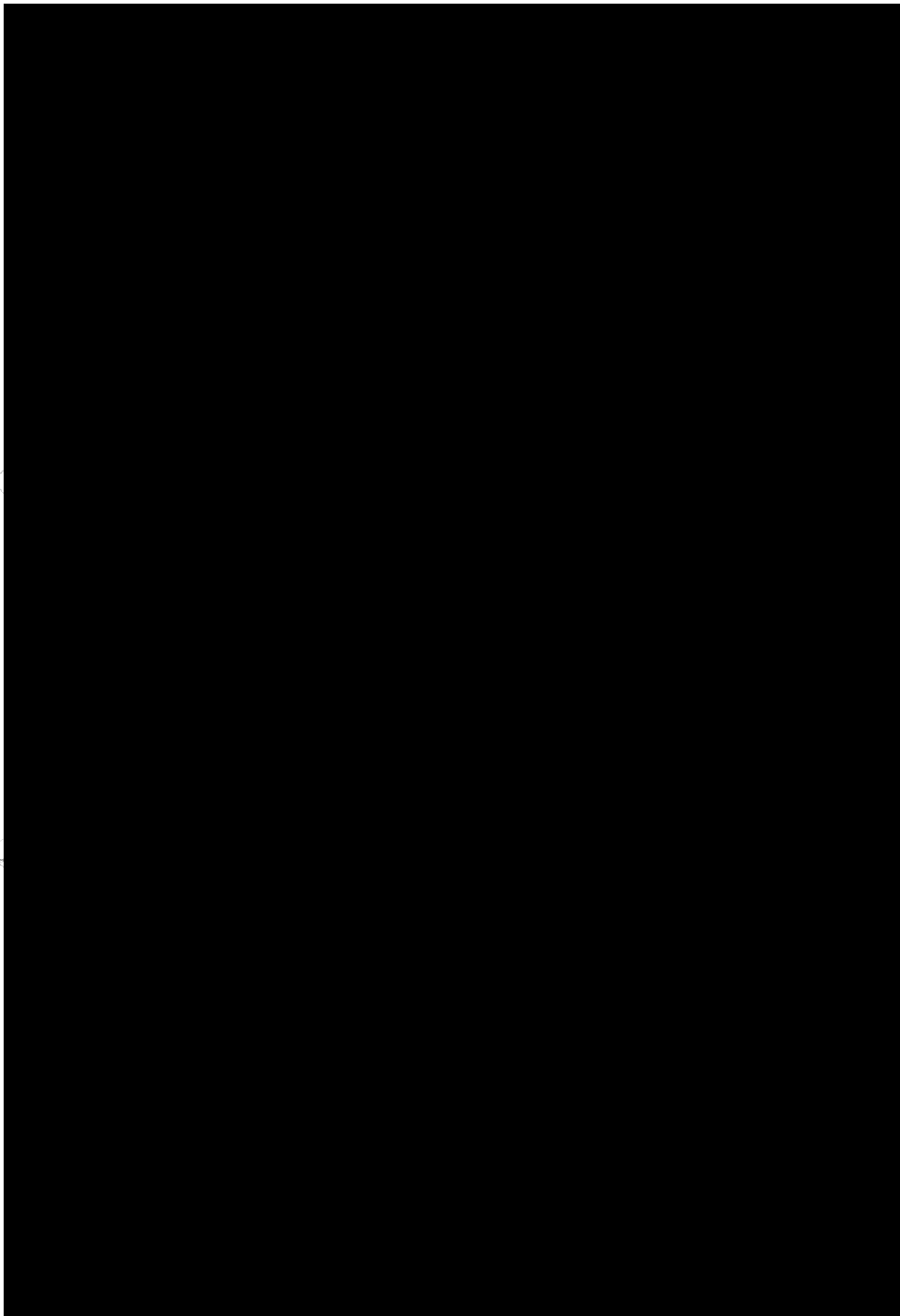


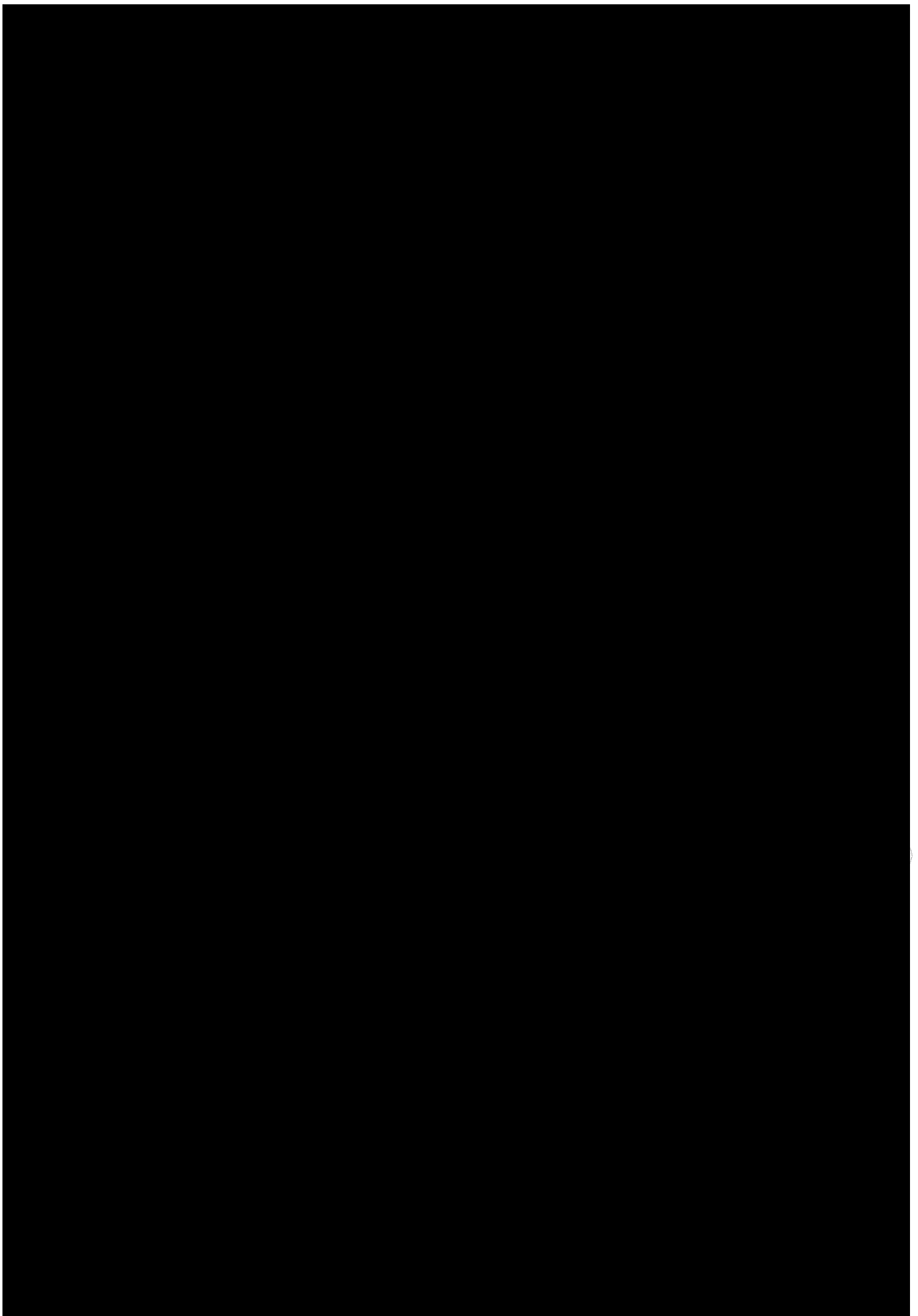


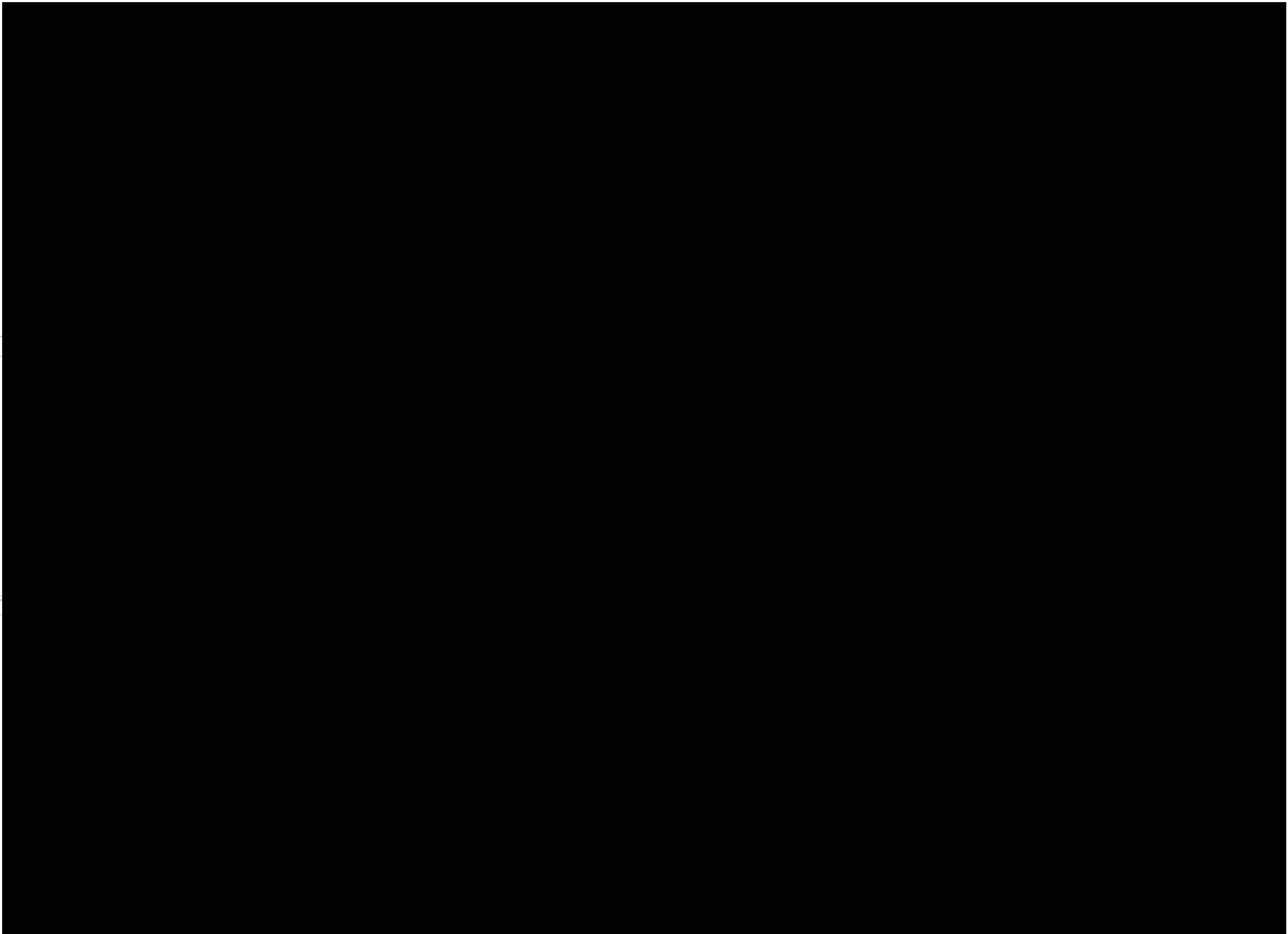
SCHEDULE D11. – DRAFT SUBDIVISION PLAN

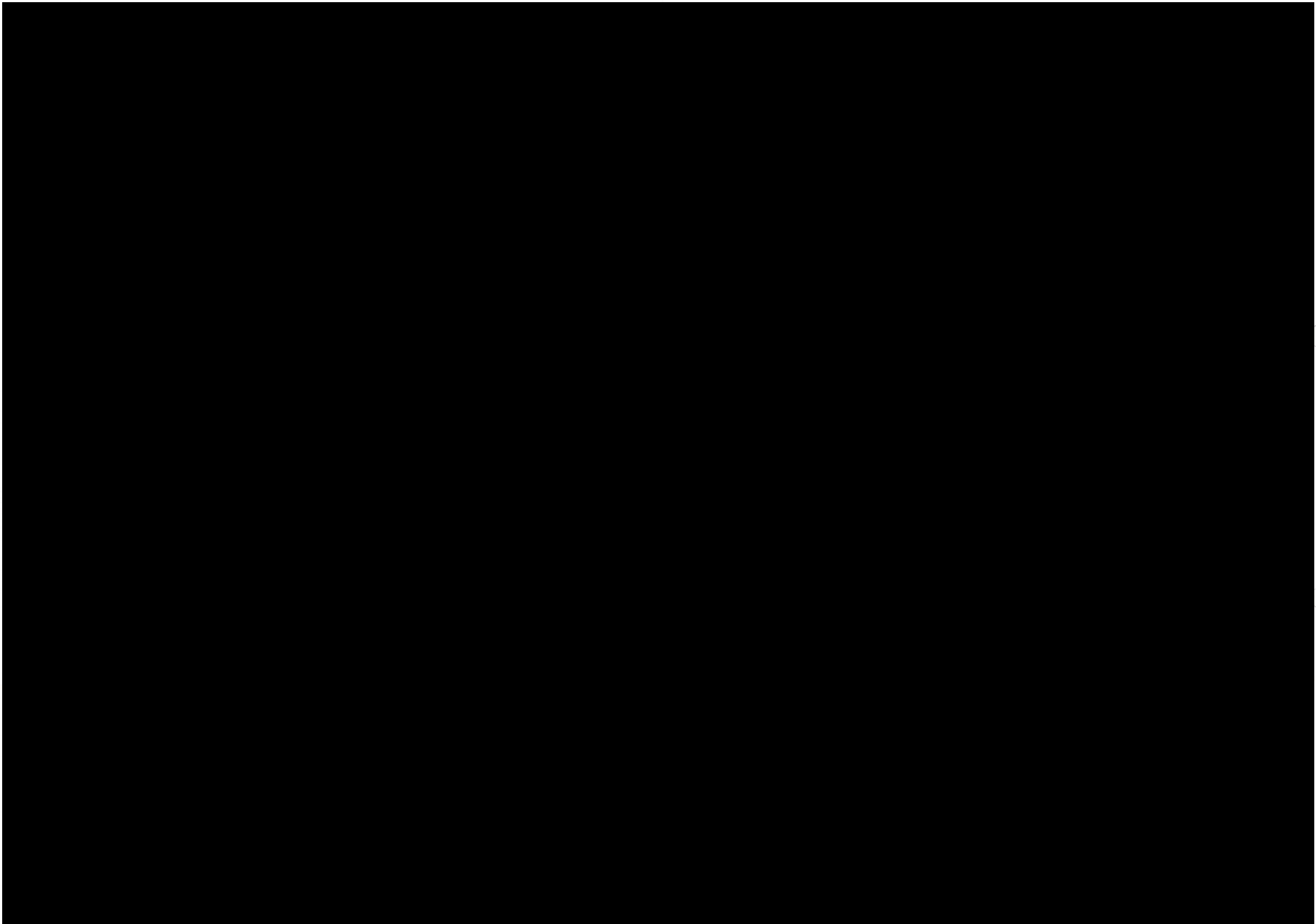






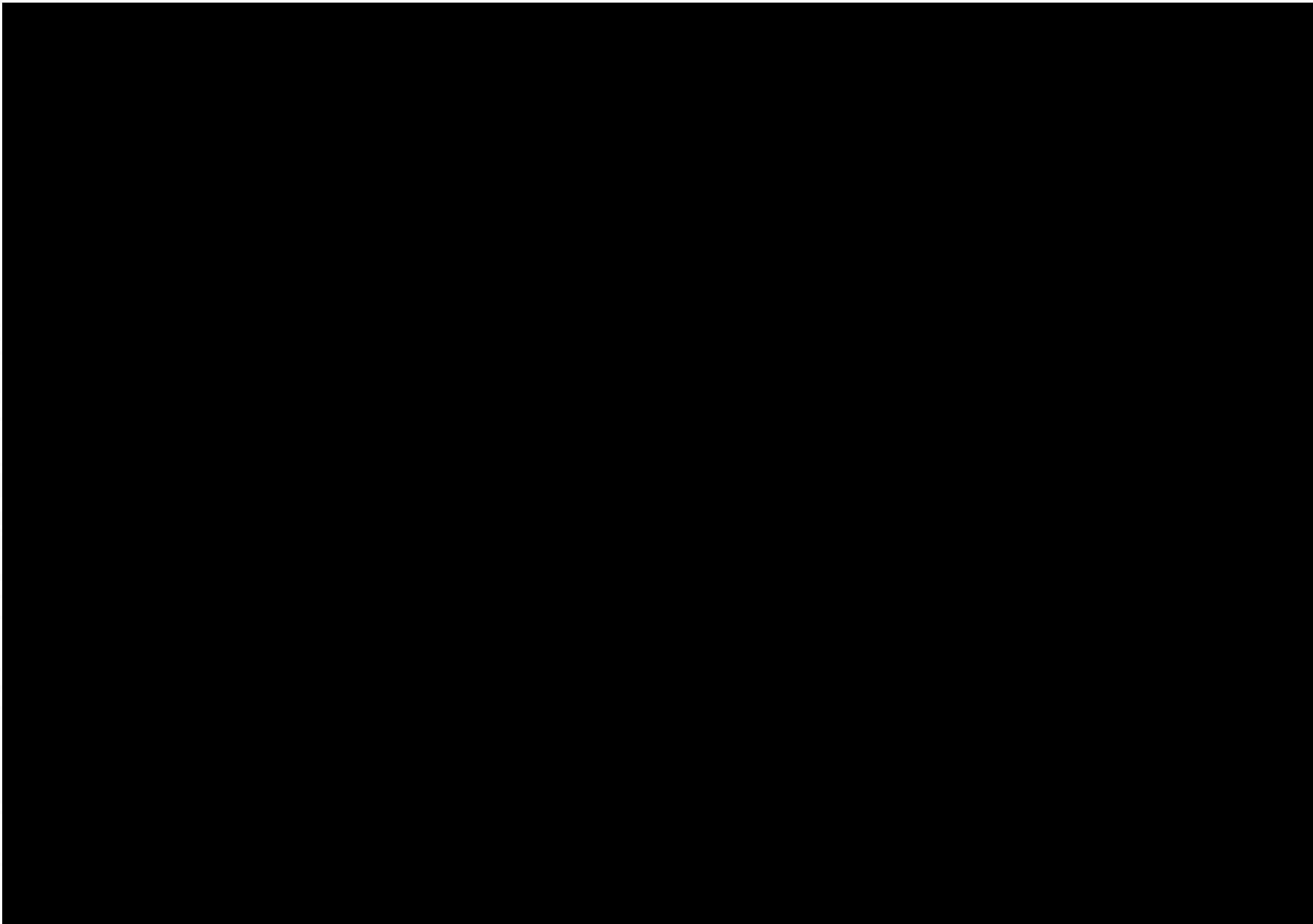






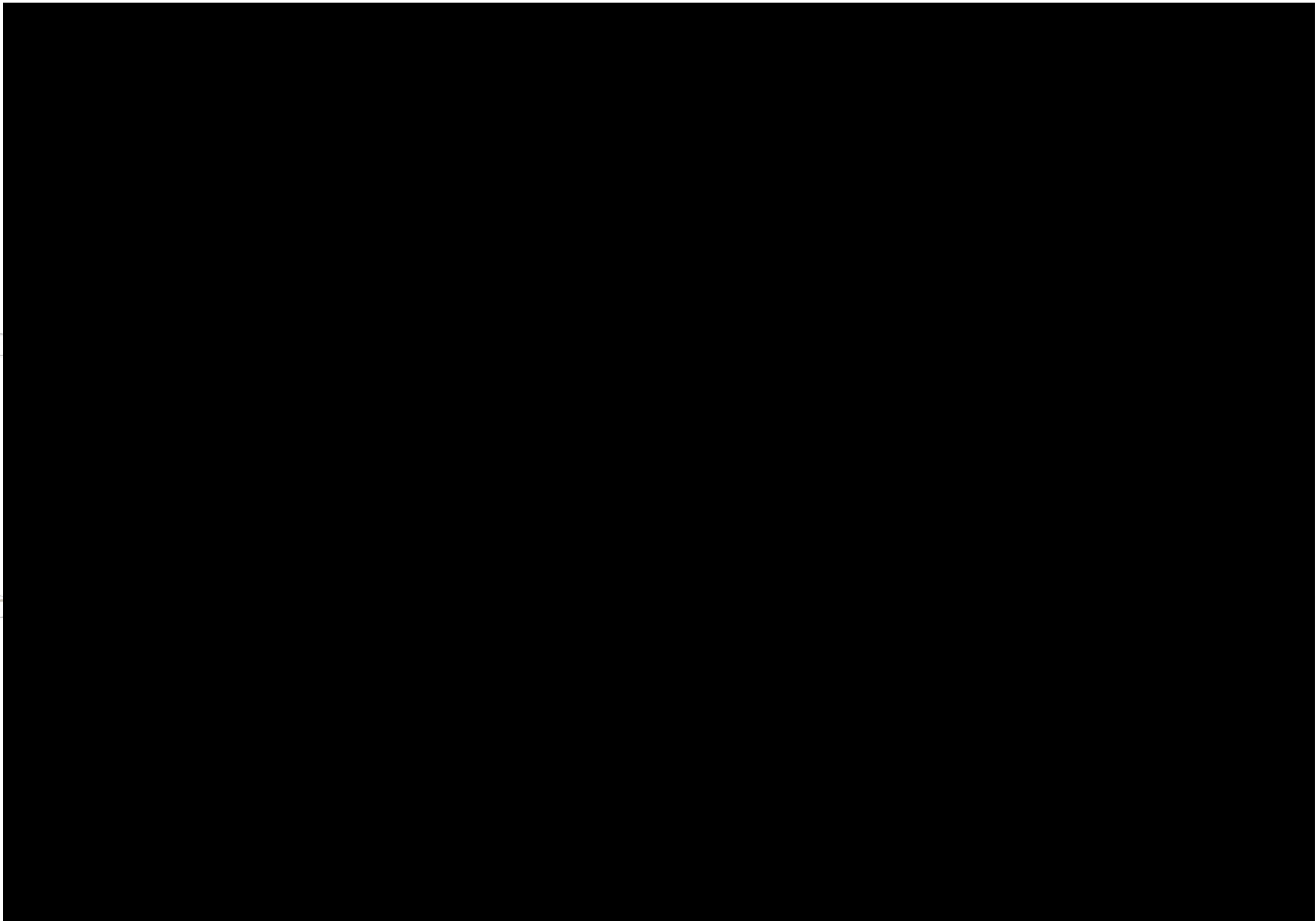
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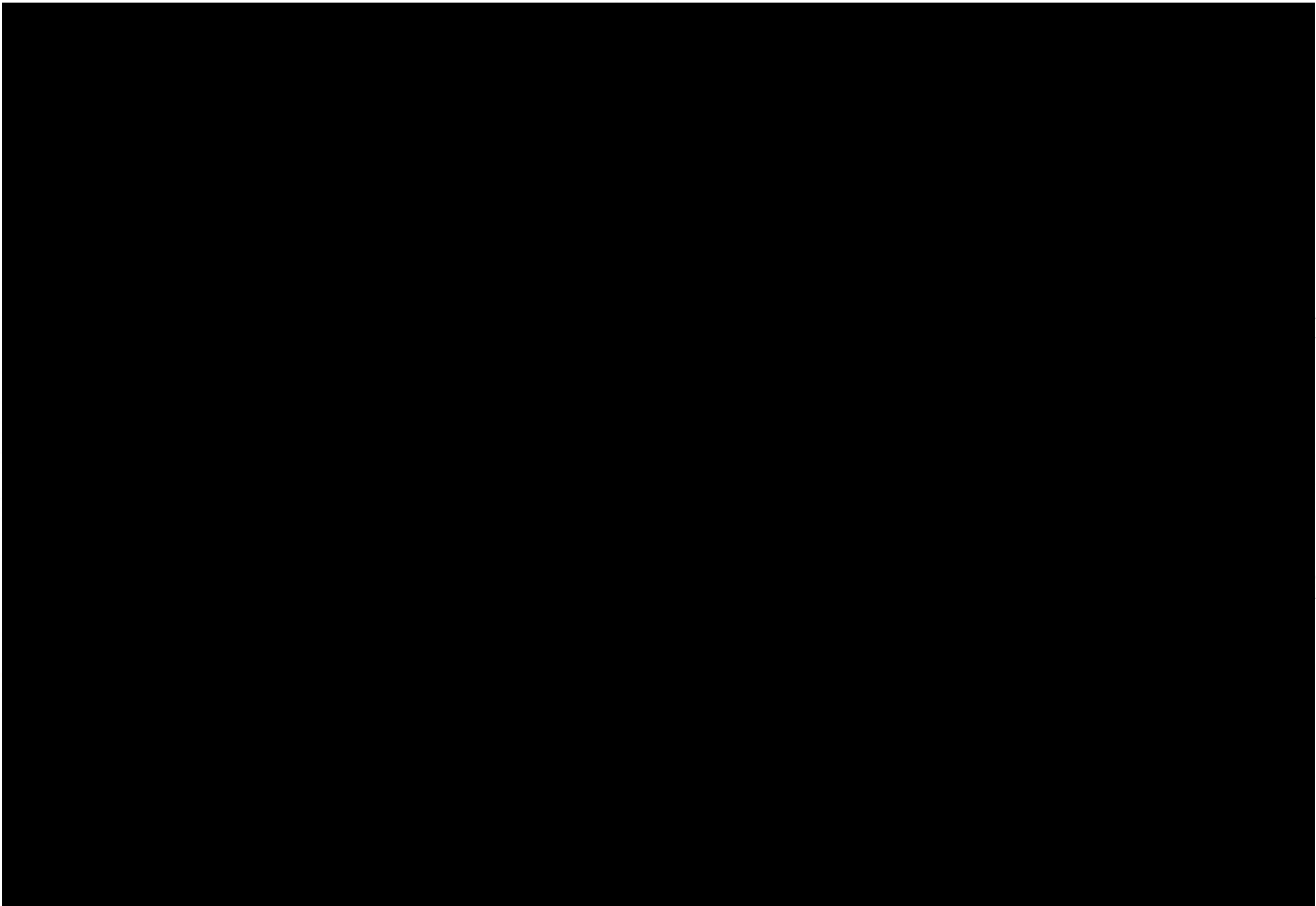
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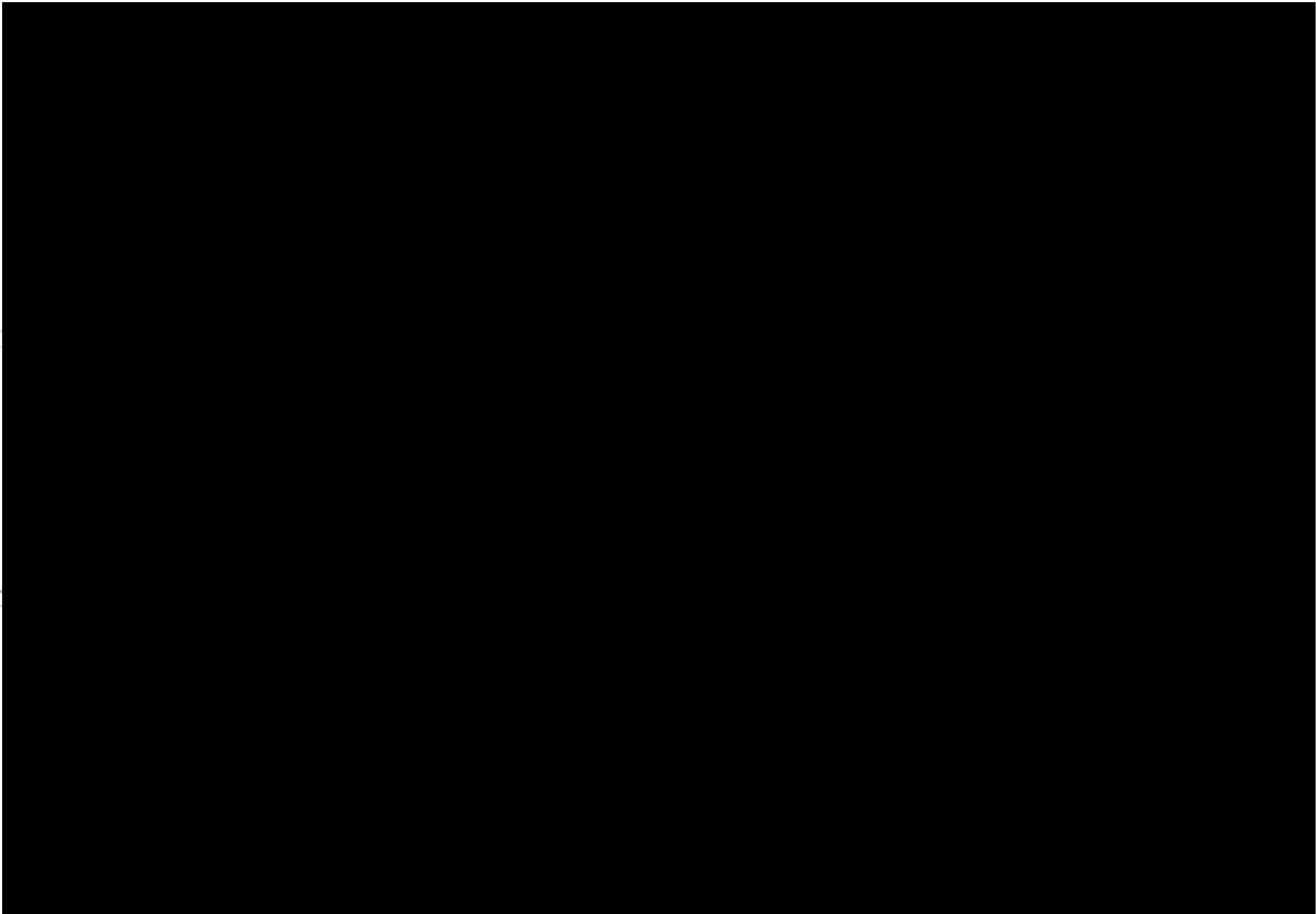


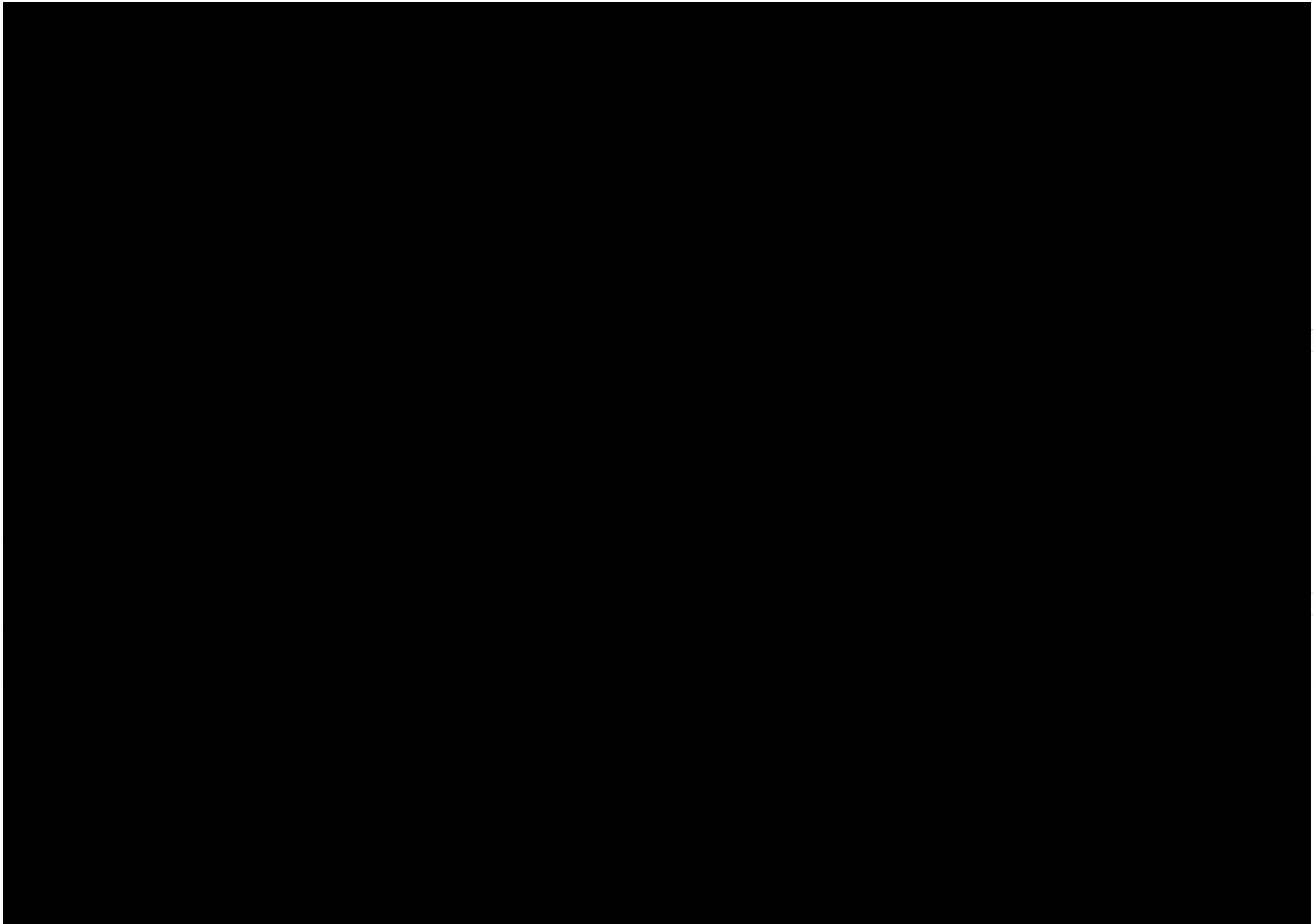
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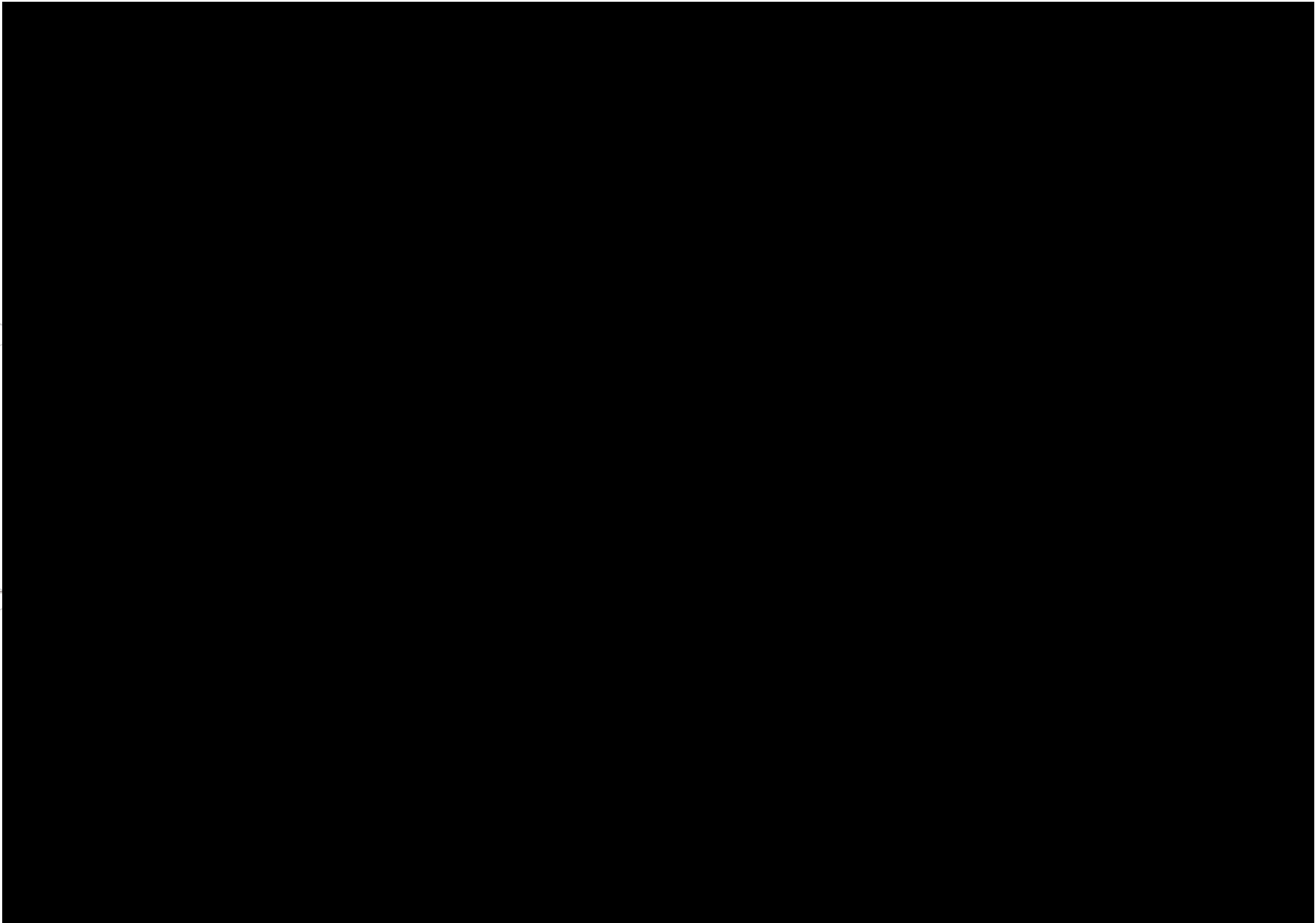
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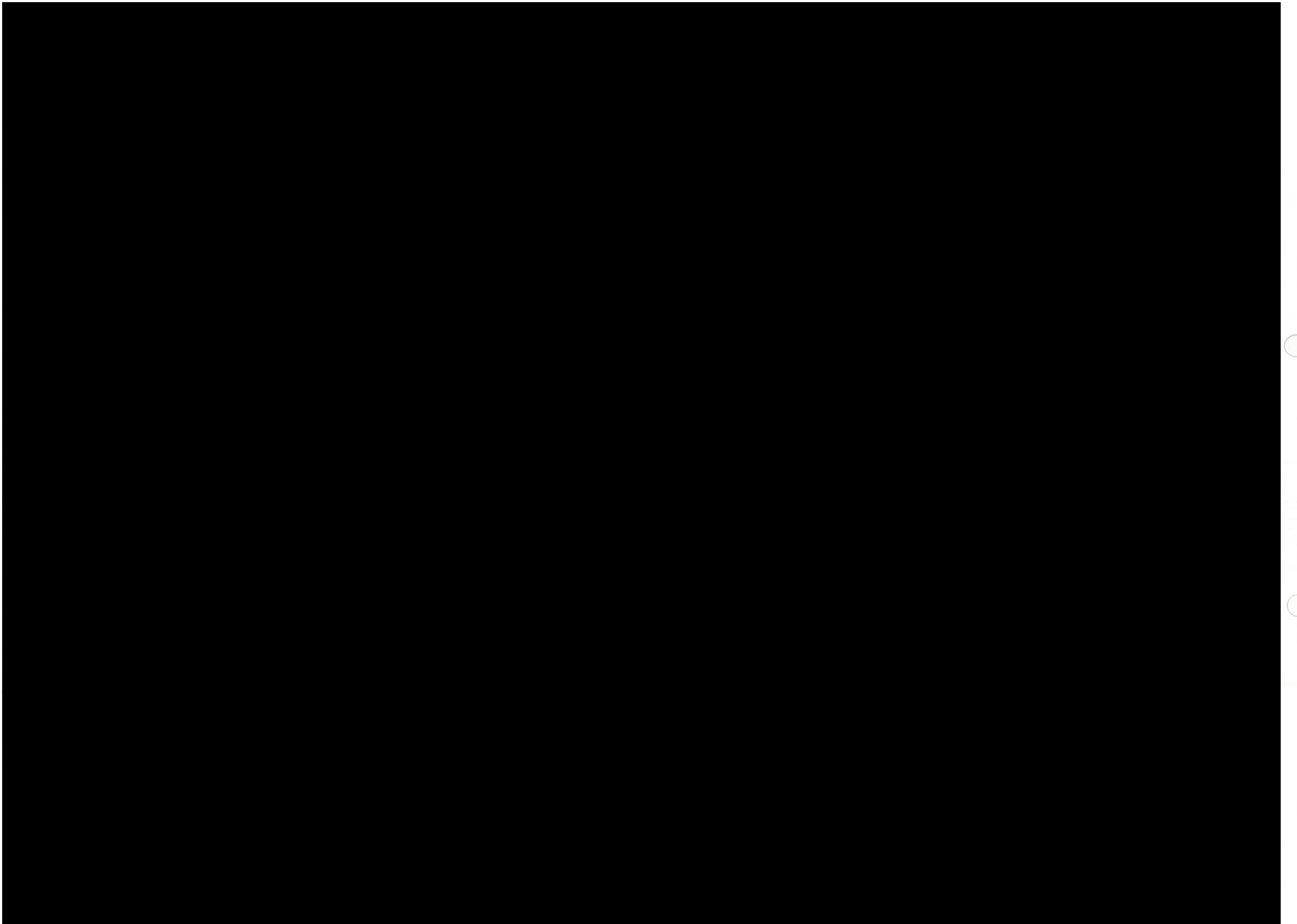


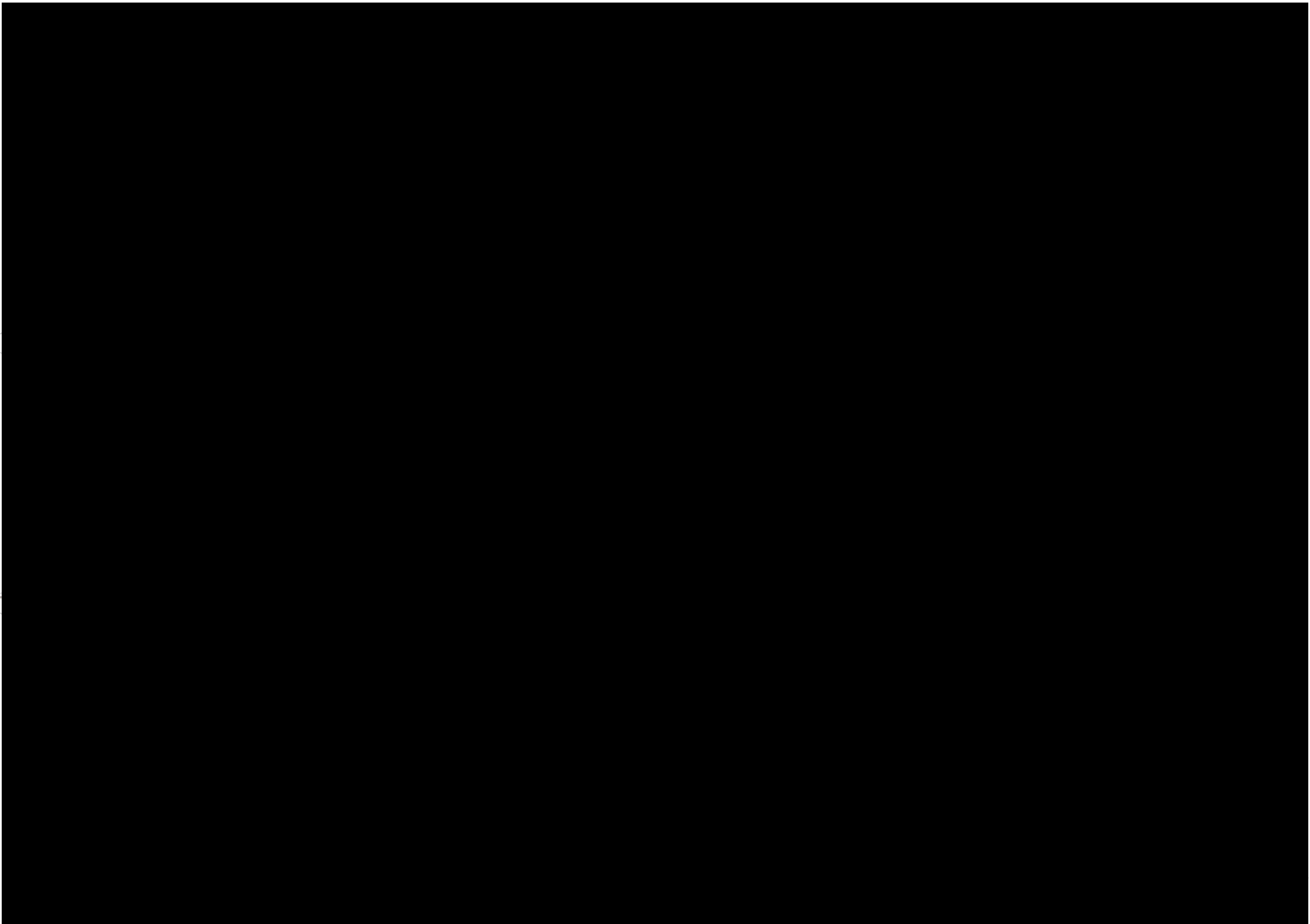


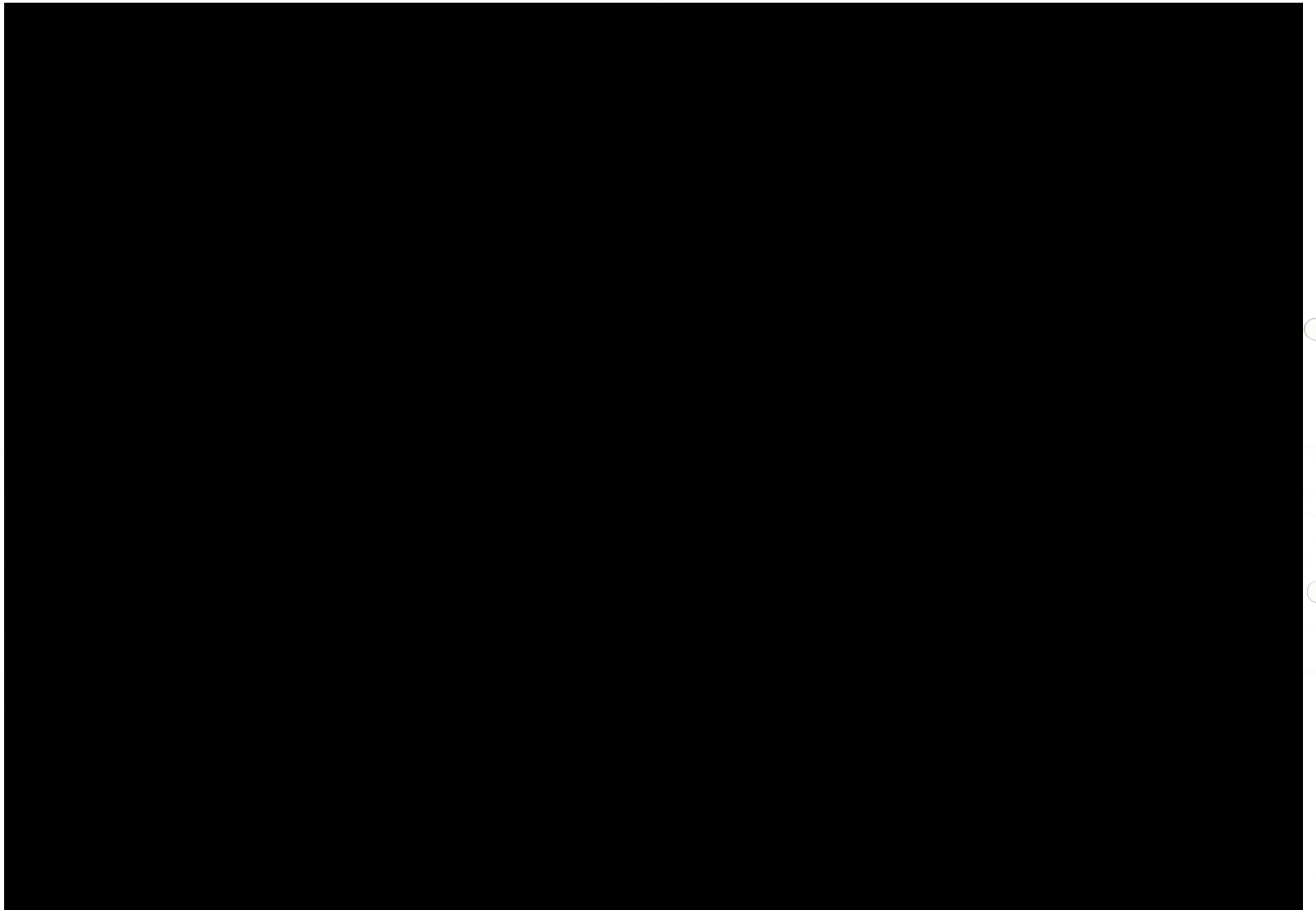


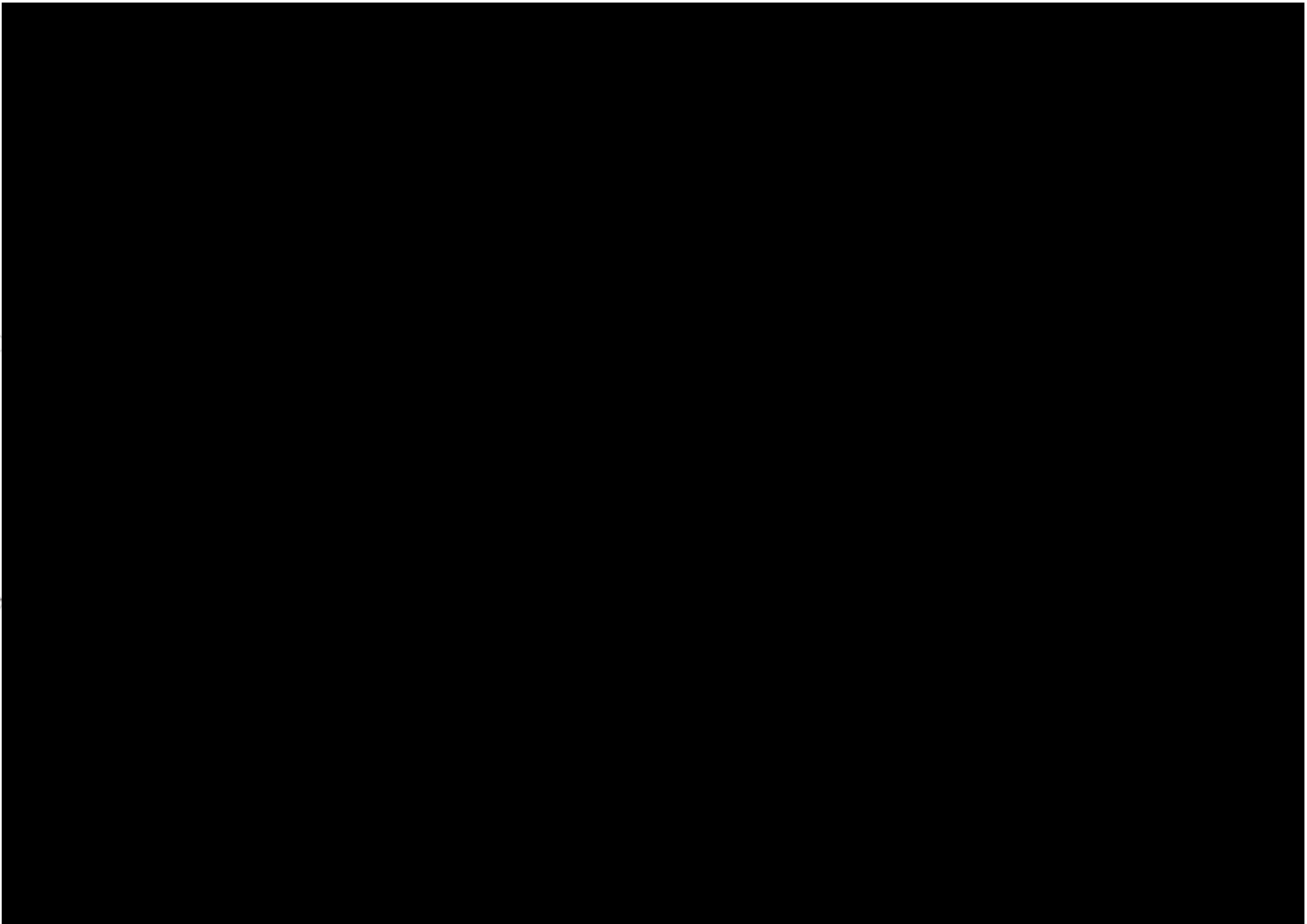












SCHEDULE D12. – SUBDIVISION REQUIREMENTS

(Clause 23.2)

1. DEFINITIONS

In this Schedule D12:

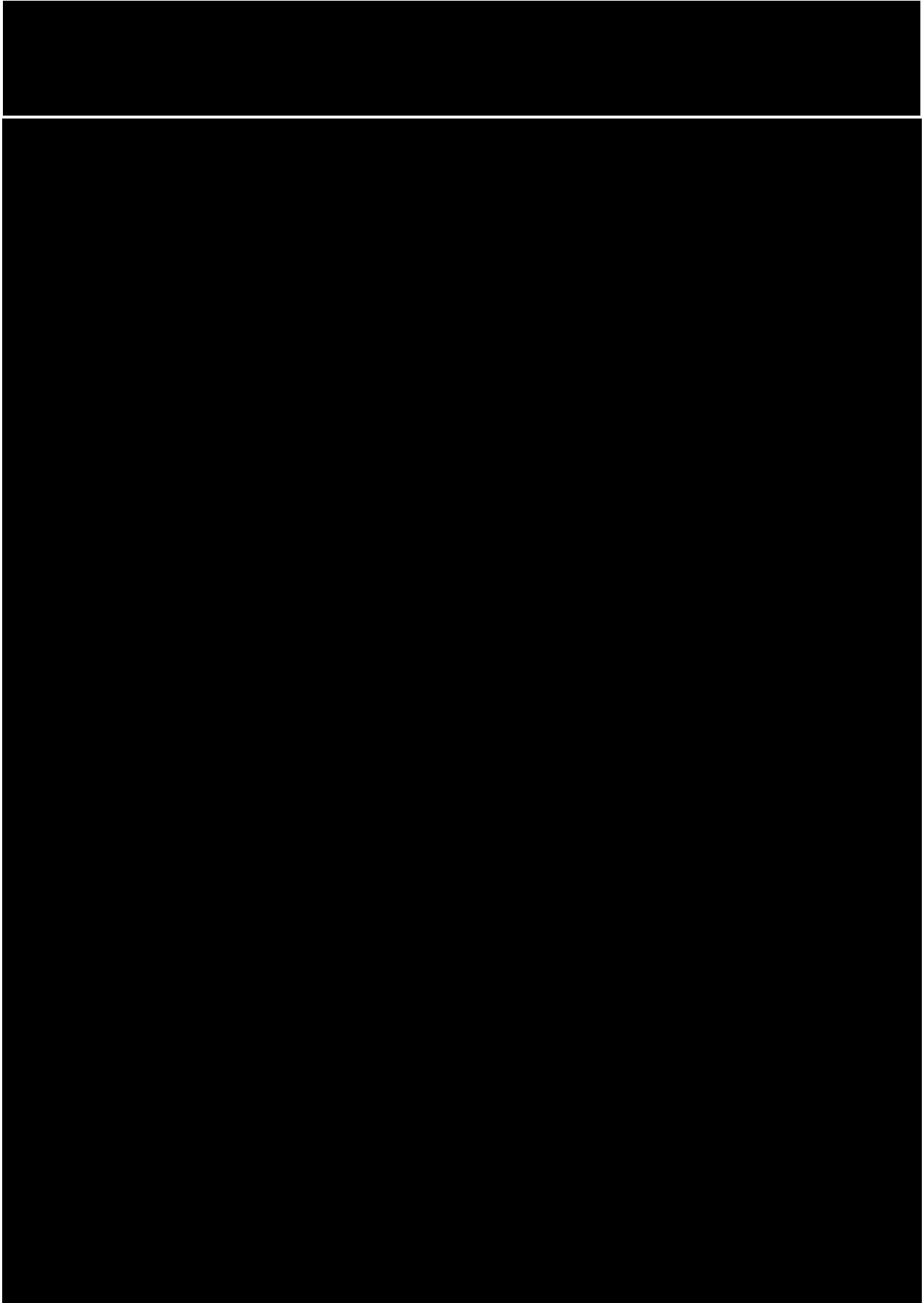
Detailed SSD Consent has the meaning given in the MQD PDA.

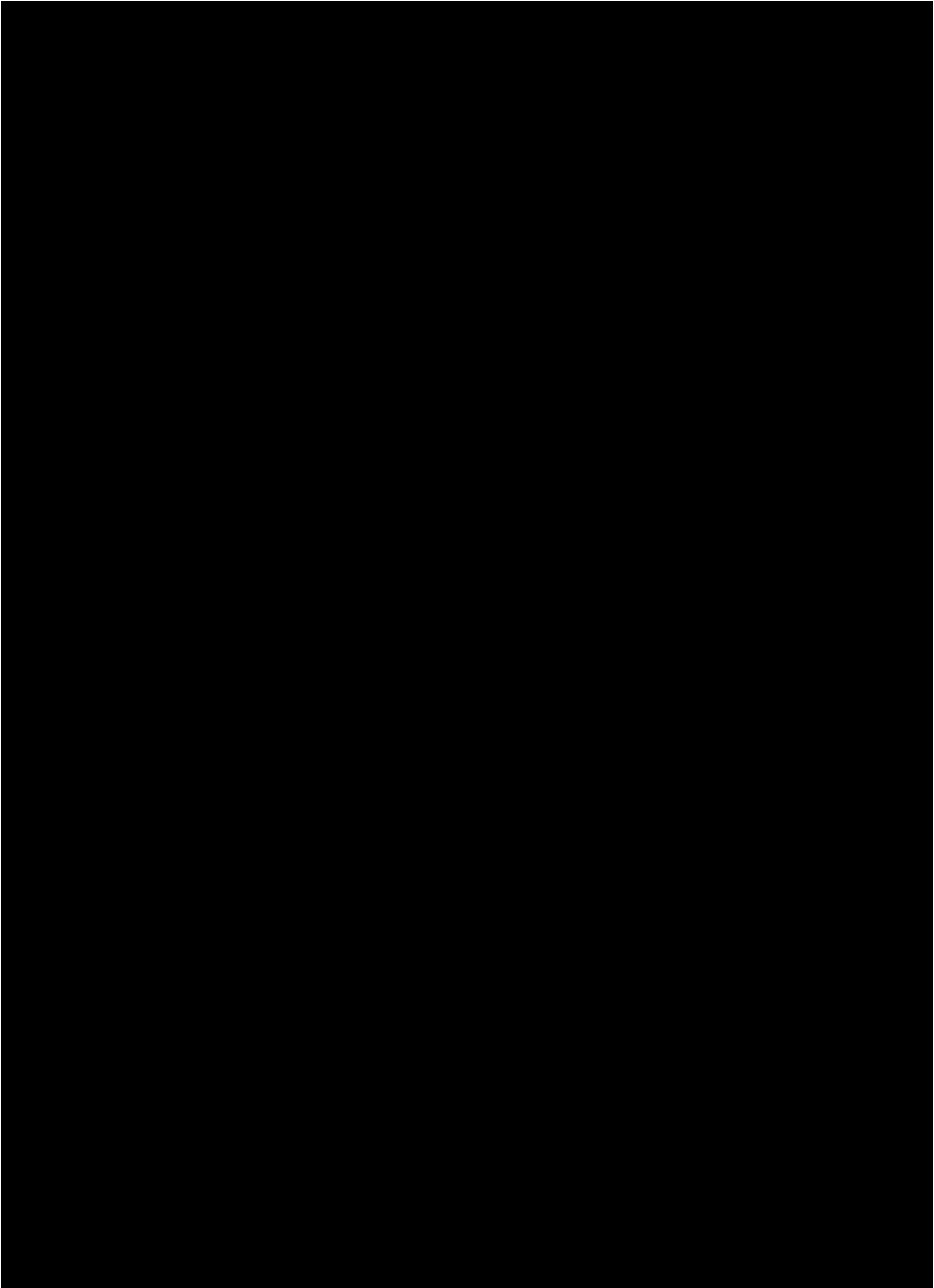
MQD Project has the meaning given in the MQD PDA.

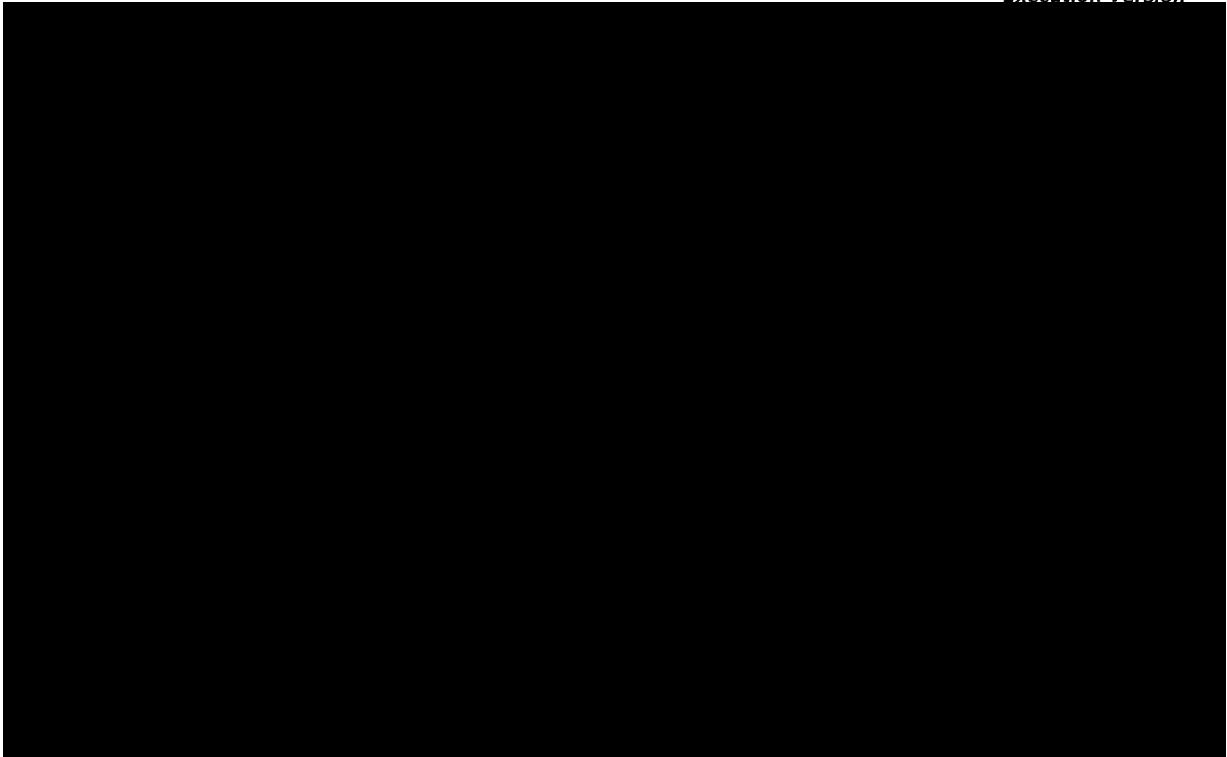
Subdivision Proposal means a proposal given in accordance with clause 4(a) of this Schedule D12.

2. SUBDIVISION REQUIREMENTS

- (a) **(Procure subdivision)** Subject to clause 12 of this Schedule D12, the WL Contractor must, on or before the Date of Completion in respect of the last Portion to achieve Completion, procure the Subdivision of the Principal's Land in accordance with this Schedule D12.
- (b) **(Prepare Subdivision Documents)** The WL Contractor will cause the Subdivision Documents to be prepared in accordance with the Project Planning Approval (Chatswood to Sydenham), the Detailed SSD Consent and the Subdivision Principles.
- (c) **(Intention of the parties)** The Draft Subdivision Plan, the Draft Other Subdivision Documents (which, as at the date of this deed, comprises only the Draft BMS) and the Draft Section 88B Instrument and the Subdivision Principles represent the parties' intentions and their negotiated and agreed terms and position at the date of this deed for the proposed Subdivision of the Principal's Land, to the extent that relevant information was available to the parties as at the date of this deed.
- (d) **(Intended boundaries)** The Draft Subdivision Plan shows the approximate intended boundaries of the various elements of the Principal's Land referable to the Project Works (other than the Third Party Works) and the MQD Works, including the MQD Lot, the Station Lot, the Station Retail Lot and the Residual Lot (if applicable).
- (e) **(Intended easements)** The Draft Section 88B Instrument contains the easements, covenants and restrictions on use and their draft terms that will need to be created in conjunction with the Draft Subdivision Plan and this and the easements otherwise referred to in the Subdivision Principles represents the agreement of the Principal and the WL Contractor at the date of this deed to those easements, covenants and restrictions on use and their draft terms, to the extent that relevant information was available to the parties as at the date of this deed.
- (f) **(Amendments)** The Draft Subdivision Plan, the Draft Section 88B Instrument and the Draft Other Subdivision Documents may require amendment up to the date of lodgement for registration at LRS, such amendment to be made in accordance with the Subdivision Principles and the provisions set out in this Schedule D12.
- (g) **(Residual Lot)** If there is a Residual Lot created with the approval of the Principal, it will remain in the ownership of the Principal or such other person or entity nominated by the Principal.

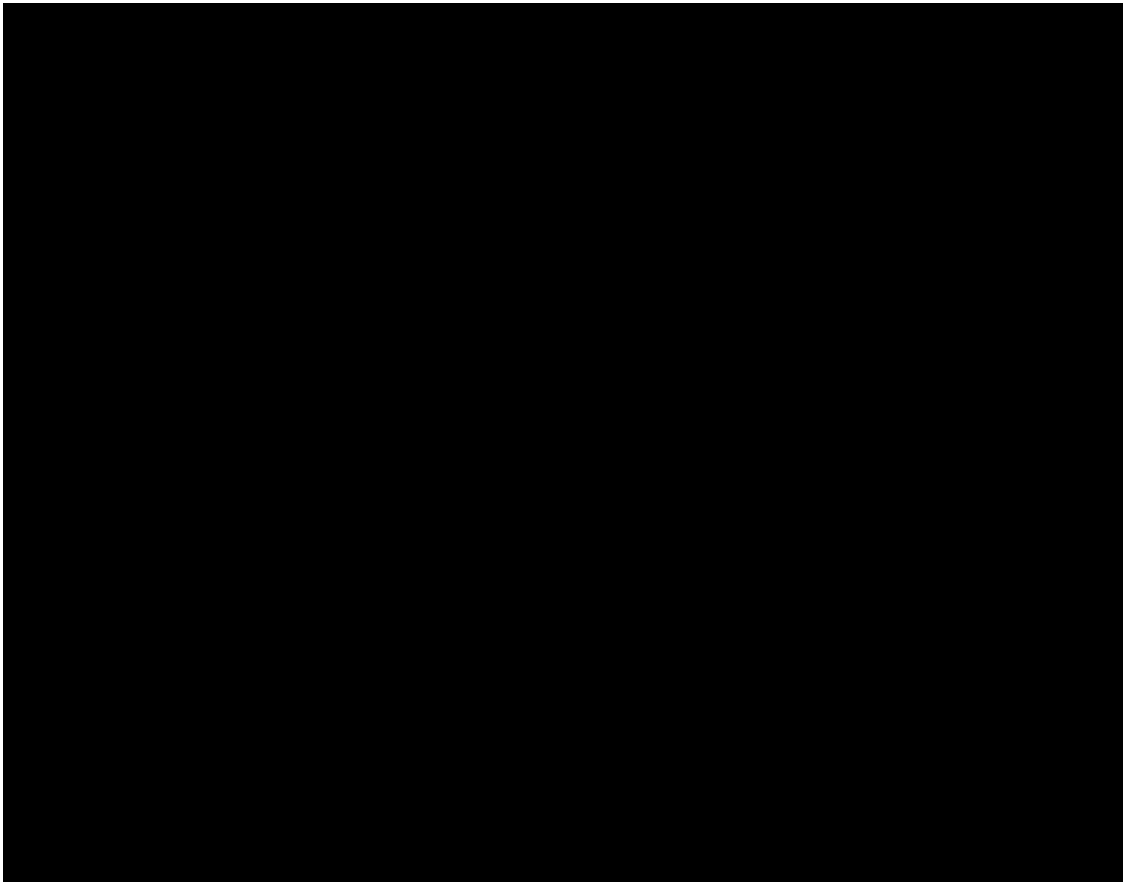


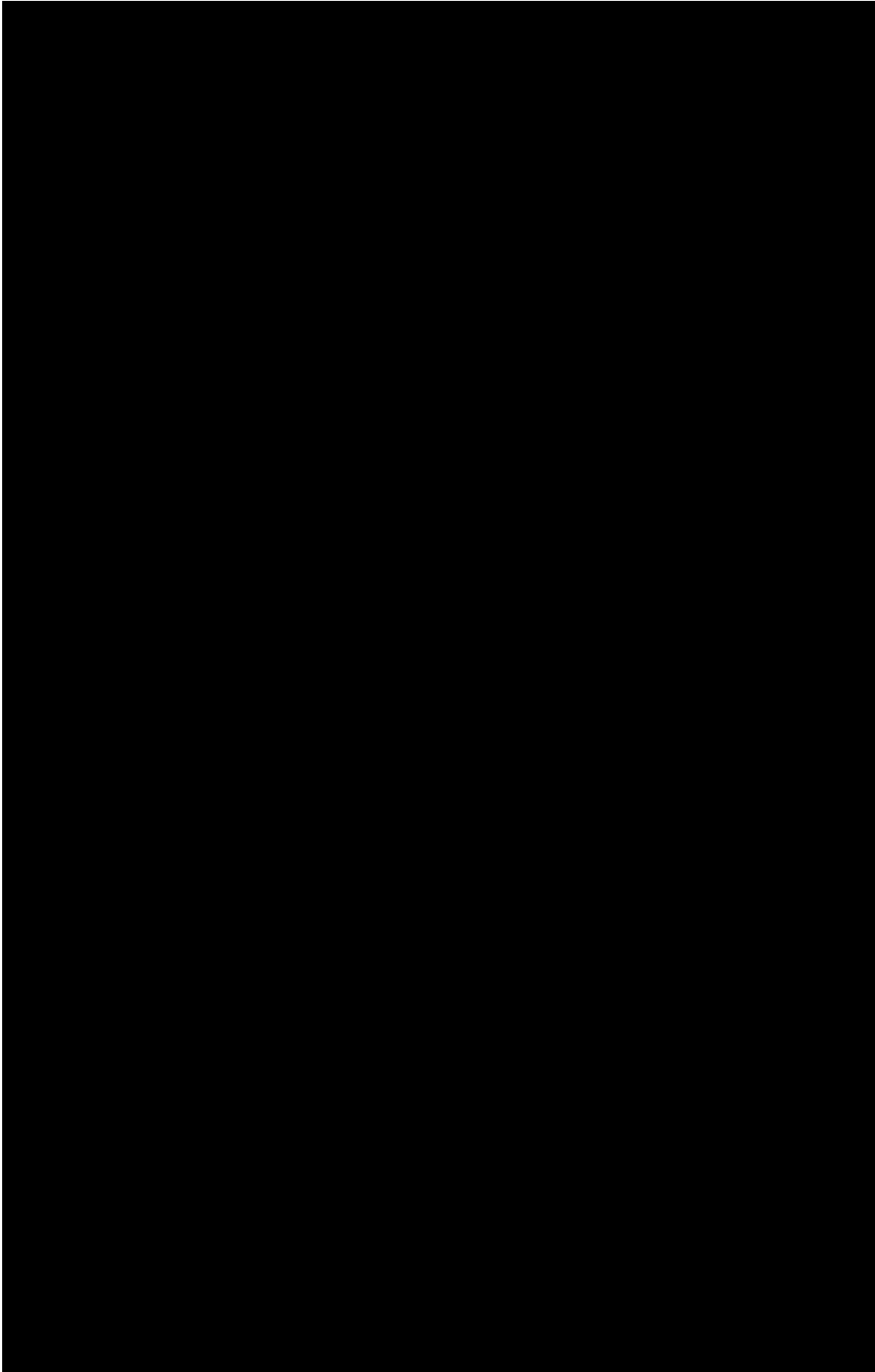




4. **SUBDIVISION PROPOSALS**

- (a) **(Provision of Subdivision Proposal)** The WL Contractor must, by the date which is 2 months after the Date of Substantial Completion (or such other date as agreed between the parties), provide to the Principal its proposal to achieve Subdivision of the MQD Lot, the Station Lot, the Station Retail Lot and the Residual Lot (if applicable) in accordance with this deed (**Subdivision Proposal**).





5. **PREPARATION OF SUBDIVISION PROPOSAL**

- (a) **(Compliance with Subdivision Principles)** The WL Contractor must prepare the Subdivision Proposal in accordance with the Subdivision Principles.
- (b) **(Requirements)** In preparing the Subdivision Proposal, the WL Contractor must address the following matters:
 - (i) the creation of all Encumbrances pursuant to clause 9.11 (*Encumbrances*);
 - (ii) without limiting clause 5(b)(iii) of this Schedule D12, any matters set out in the Subdivision Principles;
 - (iii) the sharing of costs and responsibilities for Shared Facilities not included in the relevant Draft BMS between the Lot Owners having regard to clause 4 of the Subdivision Principles; and
 - (iv) any other matters required by the Principal (acting reasonably).
- (c) **(Appointment of Surveyor)** The WL Contractor must:
 - (i) appoint a Surveyor to prepare the proposed Subdivision Documents;
 - (ii) appoint the Surveyor within [REDACTED] after the date of this deed; and
 - (iii) obtain the prior written consent of the Principal (acting reasonably) to:
 - (A) the appointment of the Surveyor under clause 5(c)(ii) of this Schedule D12; and
 - (B) any replacement of the Surveyor from time to time.

6. **DETERMINATION OF SHARED FACILITIES AND SHARED COSTS**

If, within [REDACTED] after a Subdivision Proposal is submitted by the WL Contractor under clause 4(a) of this Schedule D12, the parties cannot reach agreement in relation to the matters referred to in clause 5(b)(iii) of this Schedule D12, the WL Contractor may, at its Cost, appoint an independent expert (being an expert approved by the Principal (acting reasonably)) to determine the matters, such determination to be made within [REDACTED] after the appointment of the independent expert and to be made so that it is consistent with and reflects the Subdivision Principles. The determination of the independent expert will be binding on the WL Contractor and the Principal, except where such determination was made fraudulently or contains a manifest error.

7. **WL CONTRACTOR BOUND BY ENCUMBRANCES**

The WL Contractor agrees that:

- (a) on registration of all Encumbrances to be created under clause 5(b)(i) of this Schedule D12, it is, or will be, bound by such Encumbrances and must not cause or permit a breach of such Encumbrances; and
- (b) any lease, licence or other right of occupation granted by the WL Contractor in respect of the MQD Lot must contain an acknowledgment from any tenant, licensee or occupier that it is bound by and must not cause or permit a breach of the terms of those Encumbrances even if they are registered after the date the WL Contractor enters into its arrangements with the relevant tenant, licensee or occupier.

8. **LICENCE TO USE LOADING DOCK**

If the WL Contractor does not create the MQD Lot by the Date of Completion, then, without limiting any of the Principal's other rights and the WL Contractor's other obligations and subject to clause 9 of this Schedule D12:

- (a) for the period commencing on the Date of Completion and expiring on the date of registration of an easement in respect of the Loading Dock; and
- (b) substantially in the form of the easement for access and use of the Loading Dock as set out in the Draft Section 88B Instrument,

the WL Contractor must ensure that the Principal and its Associates have the right to access and use the Loading Dock on the same terms and conditions as set out in the Draft Section 88B Instrument.

9. **LICENCE TO USE TEMPORARY SOLUTIONS**

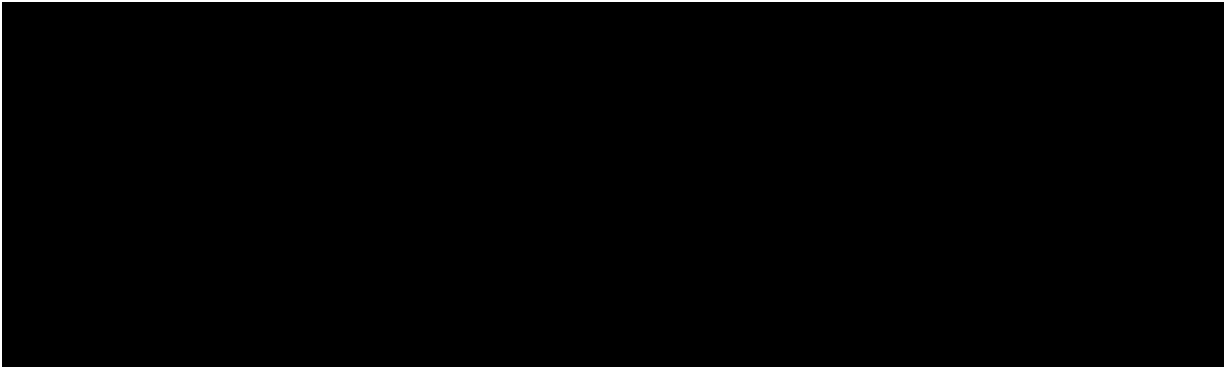
For the period commencing on the Date of Completion and expiring on the date of registration of the relevant easements or the provision of access to the permanent Loading Dock as contemplated under clause 8 of this Schedule D12, the WL Contractor must ensure that the Principal and its Associates have the right to access and use the temporary loading dock and the temporary car spaces referred to in Schedule A28 (*MQD Requirements (Precinct)*) of the MQD PDA on the same terms and conditions as contemplated under clause 8 of this Schedule D12 (in respect of the temporary loading dock) and as contemplated in the form of the easement for access and use of service vehicle bays (M) referred to in Schedule D9 (*Subdivision Principles*) and Schedule D10 (*Draft Subsequent Section 88B Instrument*) of the MQD PDA until the relevant easements have been registered.

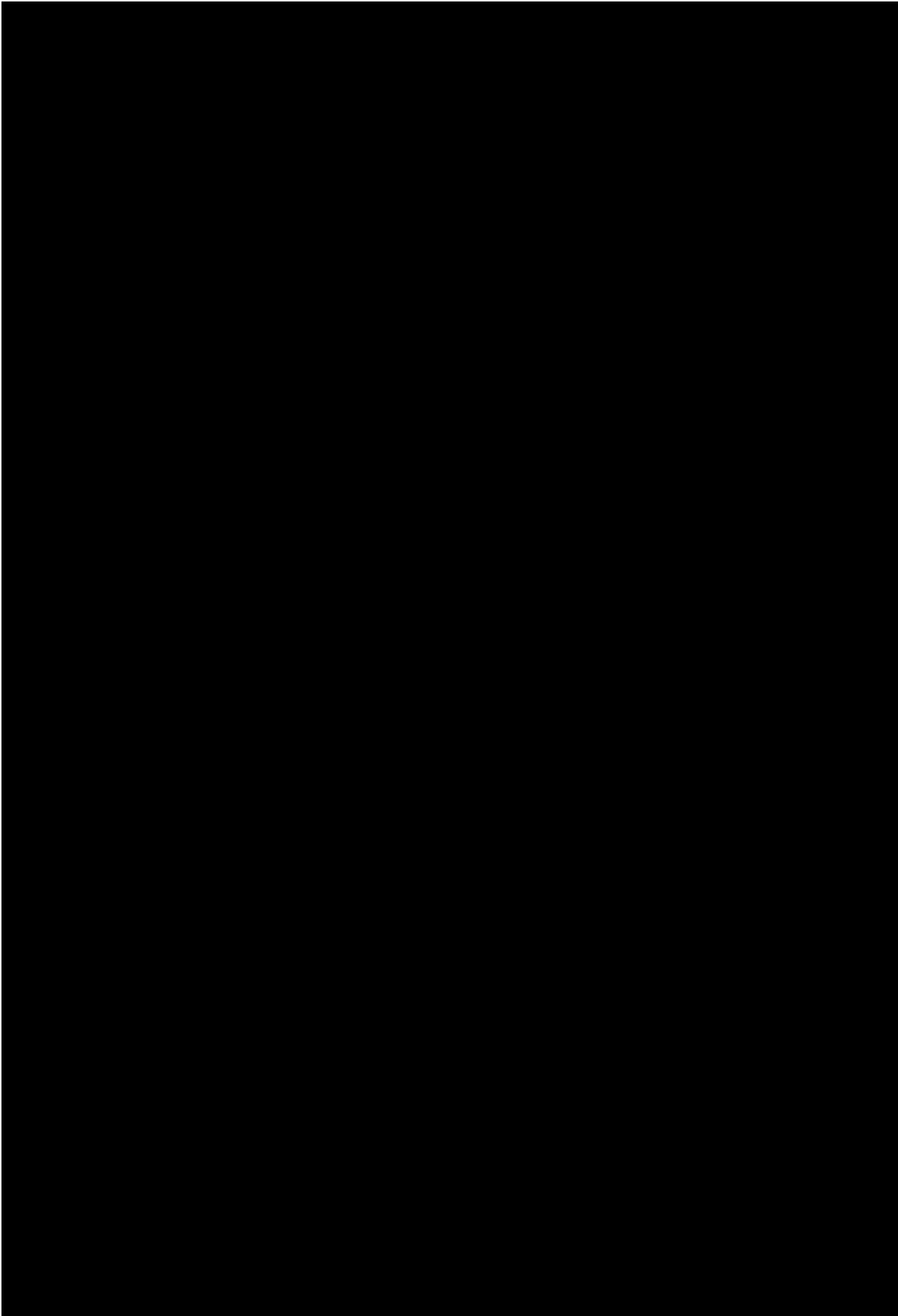
10. **NOTICE OF CREATION OF THE STATION LOT, THE STATION RETAIL LOT AND THE MQD LOT**

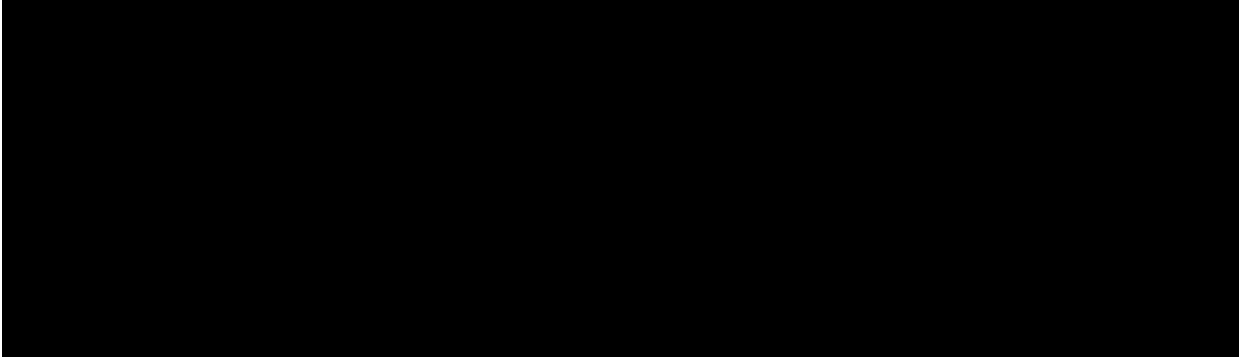
The WL Contractor must, within [REDACTED] after it becomes aware that the Station Lot, the Station Retail Lot and the MQD Lot have been created by way of registration of the Subdivision Documents, notify the Principal in writing of such registration.

11. **OPERATION OF OTHER SUBDIVISION DOCUMENTS**

If the Other Subdivision Documents have been registered on title as contemplated under this Schedule D12, during the period commencing on the date of such registration and expiring on the Date of Completion, the WL Contractor agrees to be bound by and to comply with the terms and conditions of the registered Other Subdivision Documents (to the extent that such terms and conditions apply) as if it were the registered proprietor of the MQD Lot, provided that to the extent there is any inconsistency between the terms and conditions of the registered Other Subdivision Documents and this deed, this deed will prevail.







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SCHEDULE D13. – SUBDIVISION PRINCIPLES

(Clause 23.2)

1. DEFINITIONS

In this Schedule D13:

Applicable Transfer Date has the meaning given in the MQD PDA.

Building has the meaning given in the Draft BMS.

Building 1 Commercial Lot has the meaning given in the MQD PDA.

Congregational Church has the same meaning given in the MQD PDA.

Member Benefited has the meaning given in the MQD PDA.

MQD Project has the meaning given in the MQD PDA.

Pedestrian Access Ways has the meaning given in the Draft BMS.

Restricted Metro Area has the meaning given in the Draft BMS.

Restricted MQD Area has the meaning given in the Draft BMS.

Separable Portion 2 (Social Housing) has the meaning given in the MQD PDA.

Separable Portion 3 (Basement) has the meaning given in the MQD PDA.

Shared Facilities Schedule has the meaning given in the Draft BMS.

Station Lot Owner has the meaning given in the Draft BMS.

Structure Shared Facility has the meaning given in the Draft BMS.

2. SUBDIVISION PLAN

2.1 Surveying principles to be adopted by the Surveyor

- (a) Stratum boundaries are required to be defined relative to Australian Height Datum (AHD).
- (b) Horizontal boundaries – each stratum lot will extend from within the lowest common floor slab (that is intended to be within the lot) up to within the slab above (that is intended to be within the lot) unless the boundary is unlimited in height. It is common practice to adopt the centre of the respective slabs.
- (c) Vertical (perimeter) boundaries – with the exception of clause 2.1(e) of this Schedule D13 below, each stratum lot will extend to the outside structural surface. The lot that is adjacent to the lot that extends outside the structural surface is to be projected to the external boundary to reduce small slivers of land being created.
- (d) For common walls of two internal lots – generally “ad medium filum” applies.

2.2 **Conceptual principles**

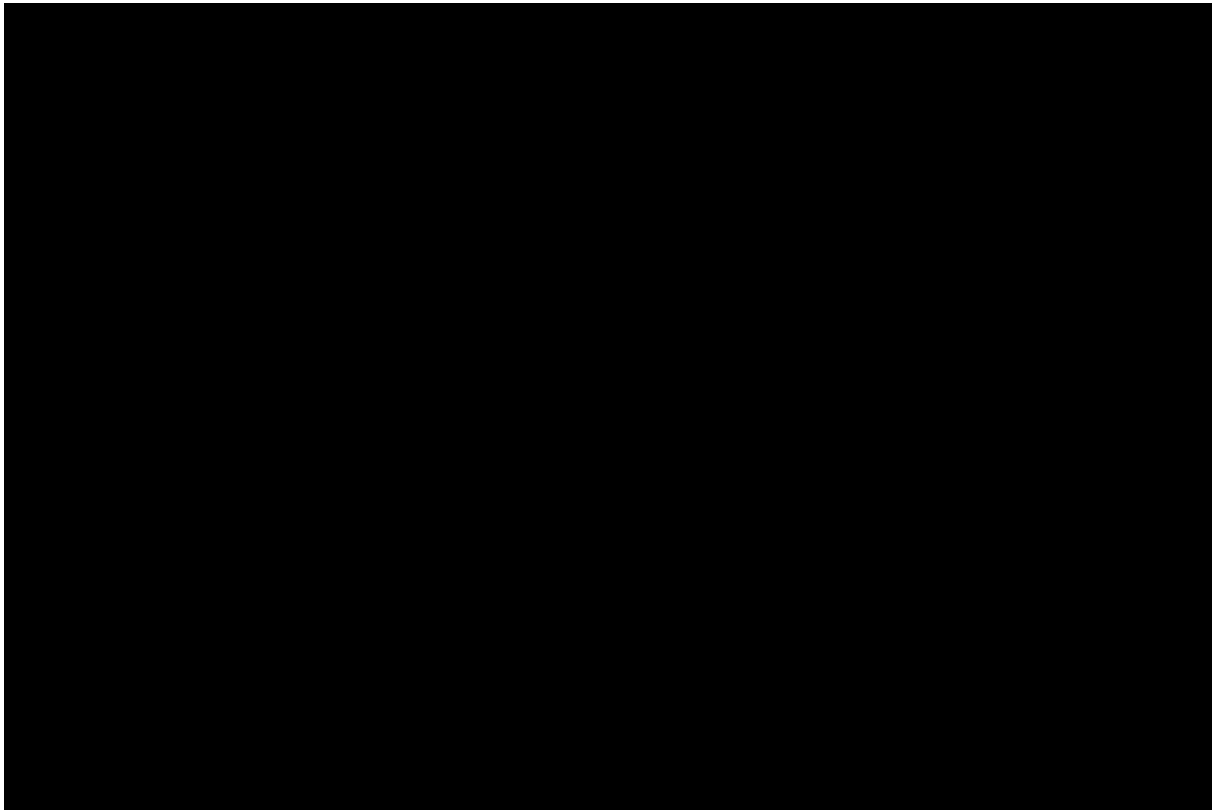
- (a) The intended owner of the Station Lot and the Station Retail Lot will, as at the date of registration of the Draft Subdivision Plan, be the Principal.
- (b) The intended owner of the MQD Lot will, as at the date of registration of the Draft Subdivision Plan, be the Principal.
- (c) The Station Lot will be unlimited in depth and limited in height. All infrastructure and services forming part of Waterloo Station must sit within the boundaries of the Station Lot, except as otherwise agreed in writing by the Principal. The Station Retail Lot will be limited in height and limited in depth.

- (e) The Station Lot will contain all of the plant and equipment that exclusively or predominantly service the Waterloo Station, all platform areas (including the platforms up to the tunnel) and all paid concourse areas, including for example:
 - (i) any station lift;
 - (ii) the area comprising the bike parking for Waterloo Station; and
 - (iii) the Sydney Metro station manager's office.
- (f) To the extent that there is any land from the Principal's Land which is in excess of the land required for the purpose of the Waterloo Station and the MQD Lot, this land will comprise the "**Residual Lot**".
- (g) The Residual Lot will be created as a separate stratum lot in the Subdivision Documents and will be owned by the Principal.
- (h) The WL Contractor and the Surveyor must work collaboratively with the Principal to agree the boundary between the Station Lot and the station platforms with respect to requirements for structural separation and/or easements necessary to define the extent of the Building governed by the Draft BMS to the satisfaction of LRS.
- (i) The parties acknowledge and agree that, where the defined term "Development Lot" is used in the Draft Subdivision Plan, the ISD Operations Principles or elsewhere in the documentation attached to or referred to in this deed, that reference should be read to mean the "MQD Lot".

2.3 **Easement sites**

- (a) Where the location of an easement has not been shown on the Draft Subdivision Plan, it is to be implied by its intended purpose or:
 - (i) if the easement benefits or burdens the Station Lot or the Station Retail Lot, it must be agreed by the Principal; or

- (ii) otherwise is subject to agreement in writing between the Principal and the WL Contractor.

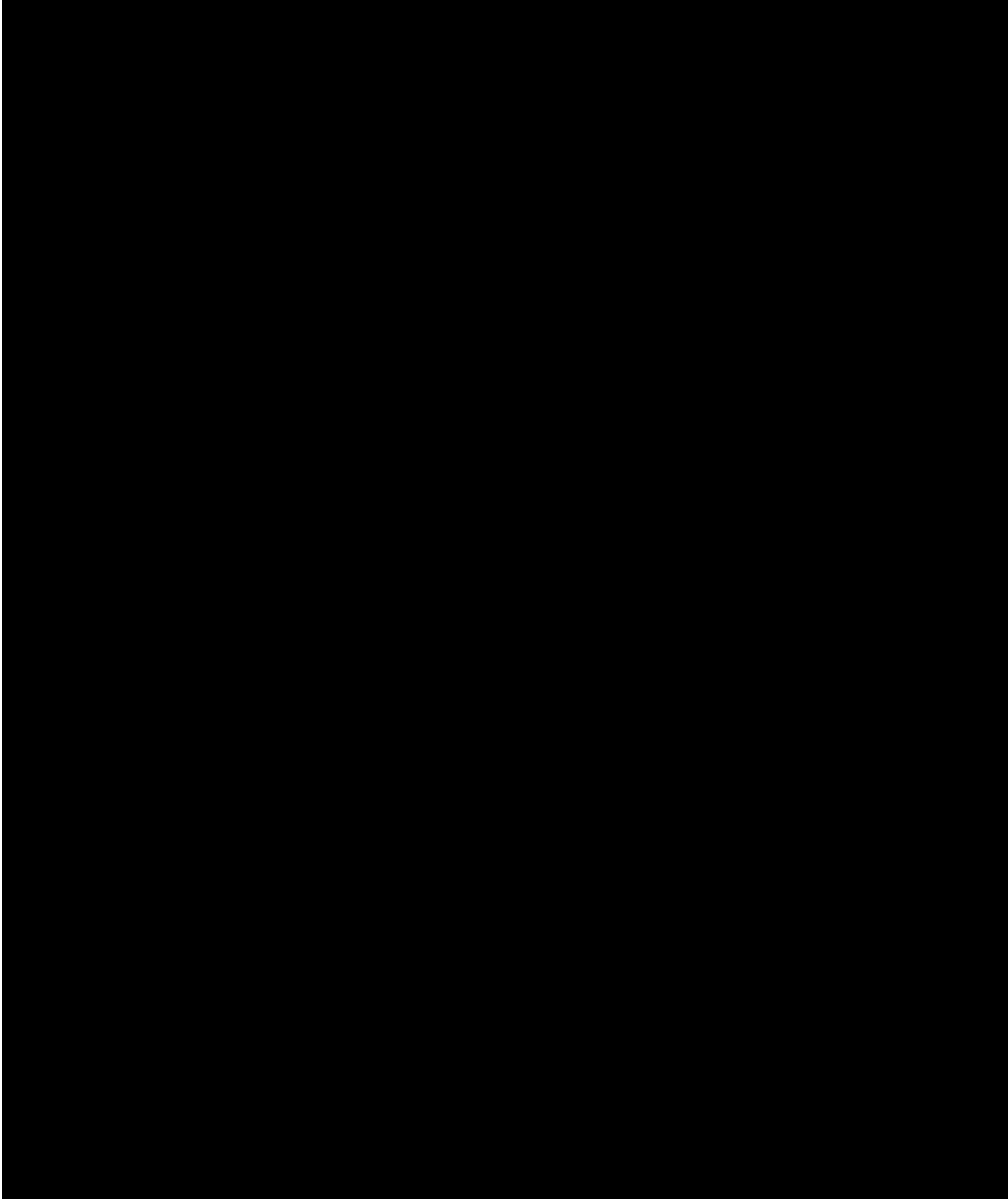


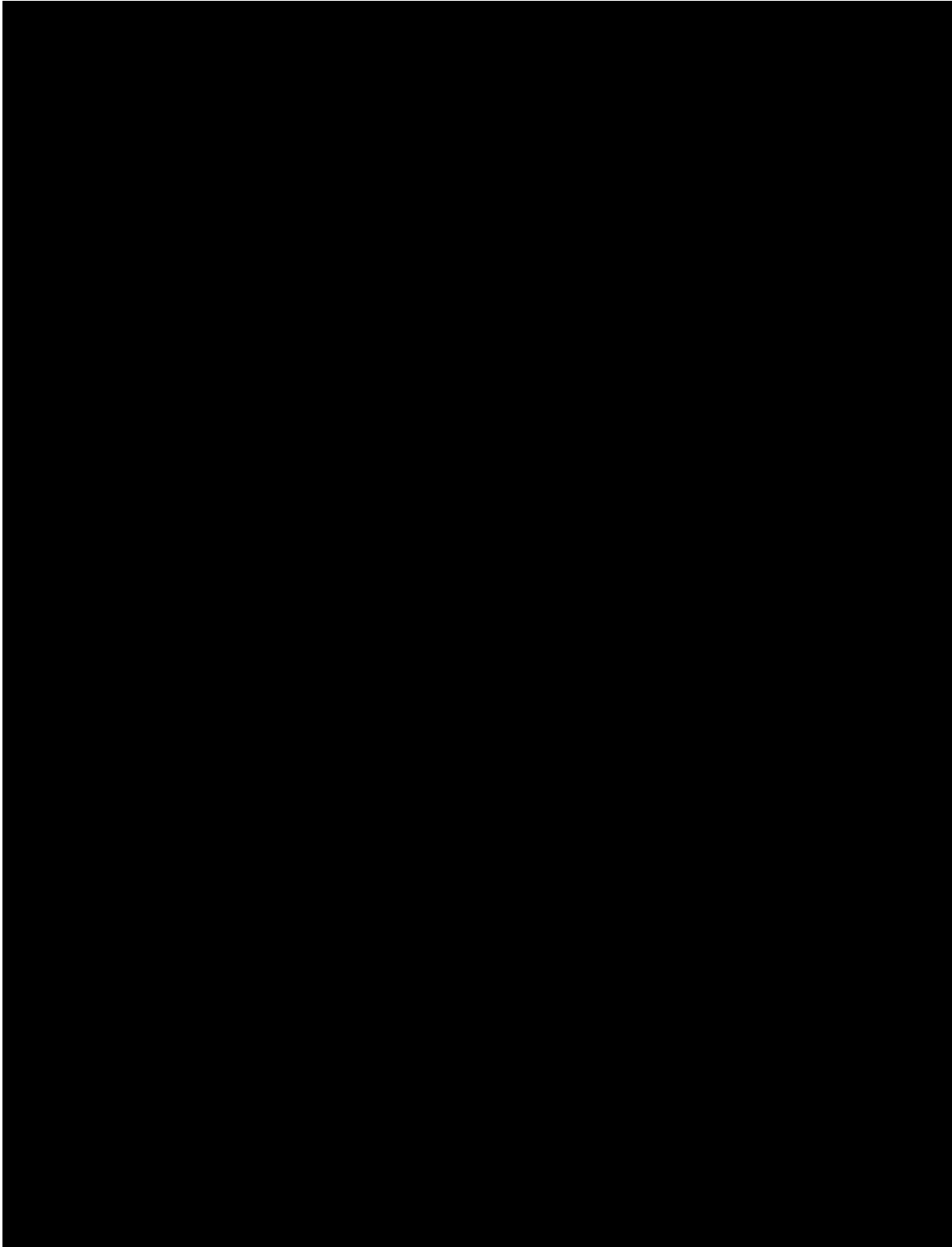
3. **SECTION 88B INSTRUMENT**

3.1 **Draft Section 88B Instrument**

- (a) **(Parties to agree)** As at the date of this deed, the final form of the Section 88B Instrument is to be agreed between the Principal and the WL Contractor (acting reasonably) based on the Draft Section 88B Instrument amended and updated in accordance with this Schedule D13 and the Subdivision Requirements.
- (b) **(Draft Section 88B Instrument)** The WL Contractor acknowledges and agrees that:
 - (i) as a general principle, interests in land will be registered on the title to each stratum lot in the Draft Subdivision Plan as relevant and will, in conjunction with the Other Subdivision Documents, govern on-going operational rights and obligations and use of and responsibility in respect of Shared Facilities and other relevant areas;
 - (ii) to the extent that the Principal has agreed in writing that certain infrastructure or services or Metro Assets (as defined in the Draft BMS) utilised by the Waterloo Station may sit outside of the Station Lot, contrary to the principles described in clause 2.2(e) of this Schedule D13, the Principal may require that interests in land (such as easements) be granted over such infrastructure and services;

- (iii) the parties will consider whether the interests in land in the Section 88B Instrument need any additional provisions to deal with the interface between services that are not Shared Facilities and those that are Shared Facilities; and
- (iv) the parties will consider whether all of the interests in land set out in the Draft Section 88B Instrument are required.

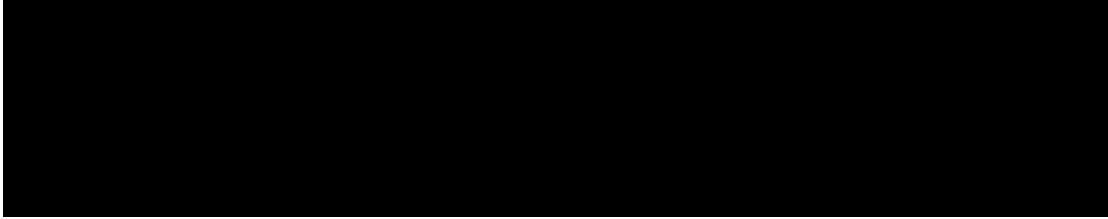




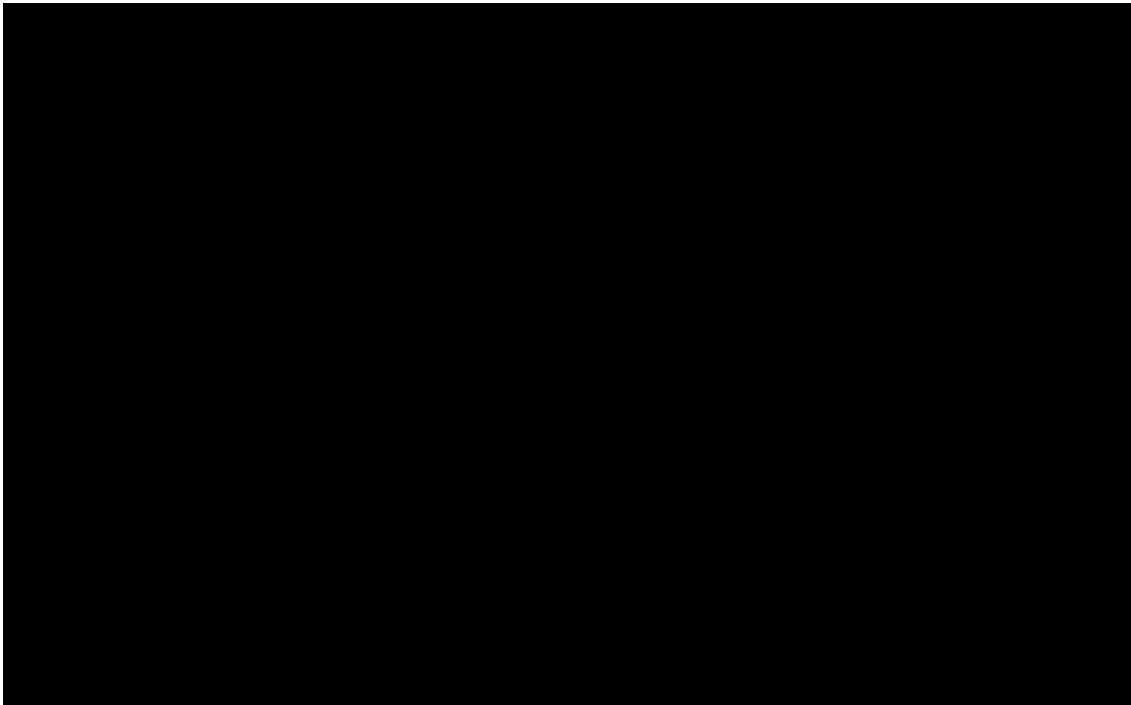
3.3 **Other easements**

- (a) The Draft Section 88B Instrument does not yet include those easements, positive covenants and restrictions on use that:
 - (i) may be required pursuant to the conditions of any Approvals, including the Planning Approvals;

- (ii) the Principal may require for the purpose of operation and maintenance of Sydney Metro City & Southwest (including Waterloo Station); or



- (b) Without limiting clause 3.3(a)(ii) of this Schedule D13, the parties have not yet considered whether there will be easements in respect of the following:
 - (i) the right for the Station Lot Owner to install ticketing machines on one or more of the other lots;
 - (ii) the earthing and bonding infrastructure and lightning protection system;
 - (iii) access to (and the requirement to maintain) landscaping and public art; and

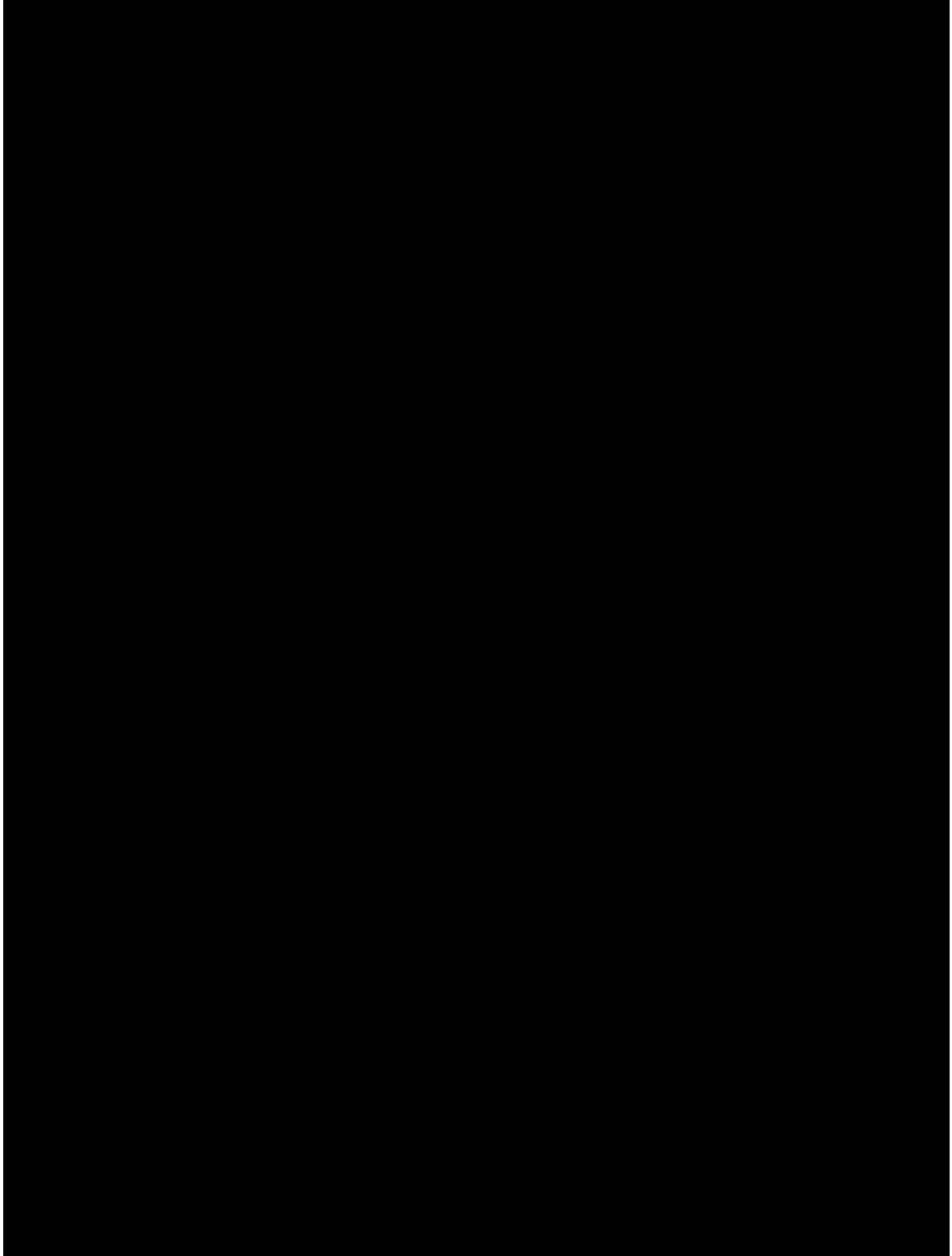


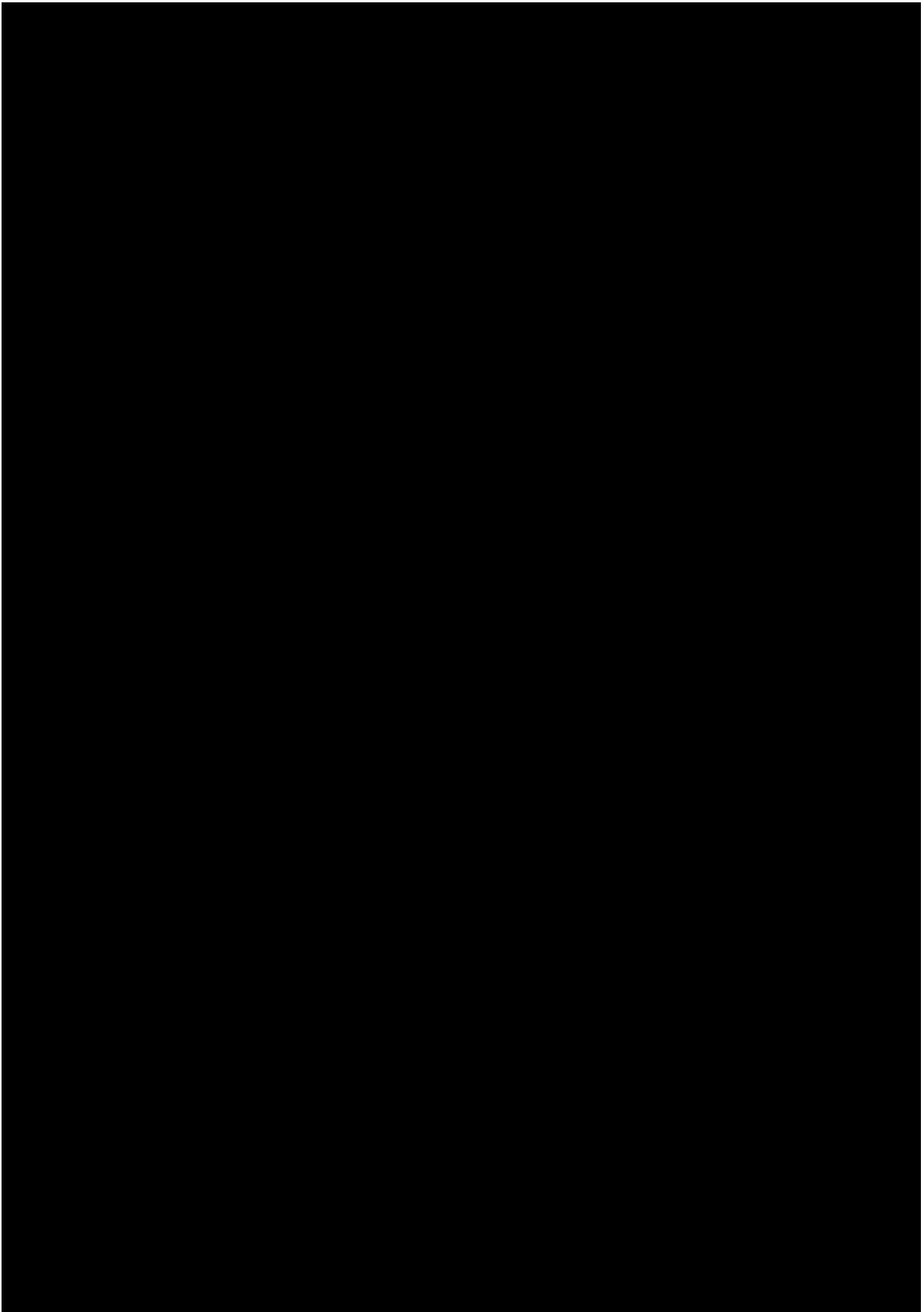
4. OTHER SUBDIVISION DOCUMENTS

4.1 Other provisions

- (a) The WL Contractor is required to prepare and finalise:
 - (i) each of the Other Subdivision Documents in accordance with the principles in this Schedule D13; and

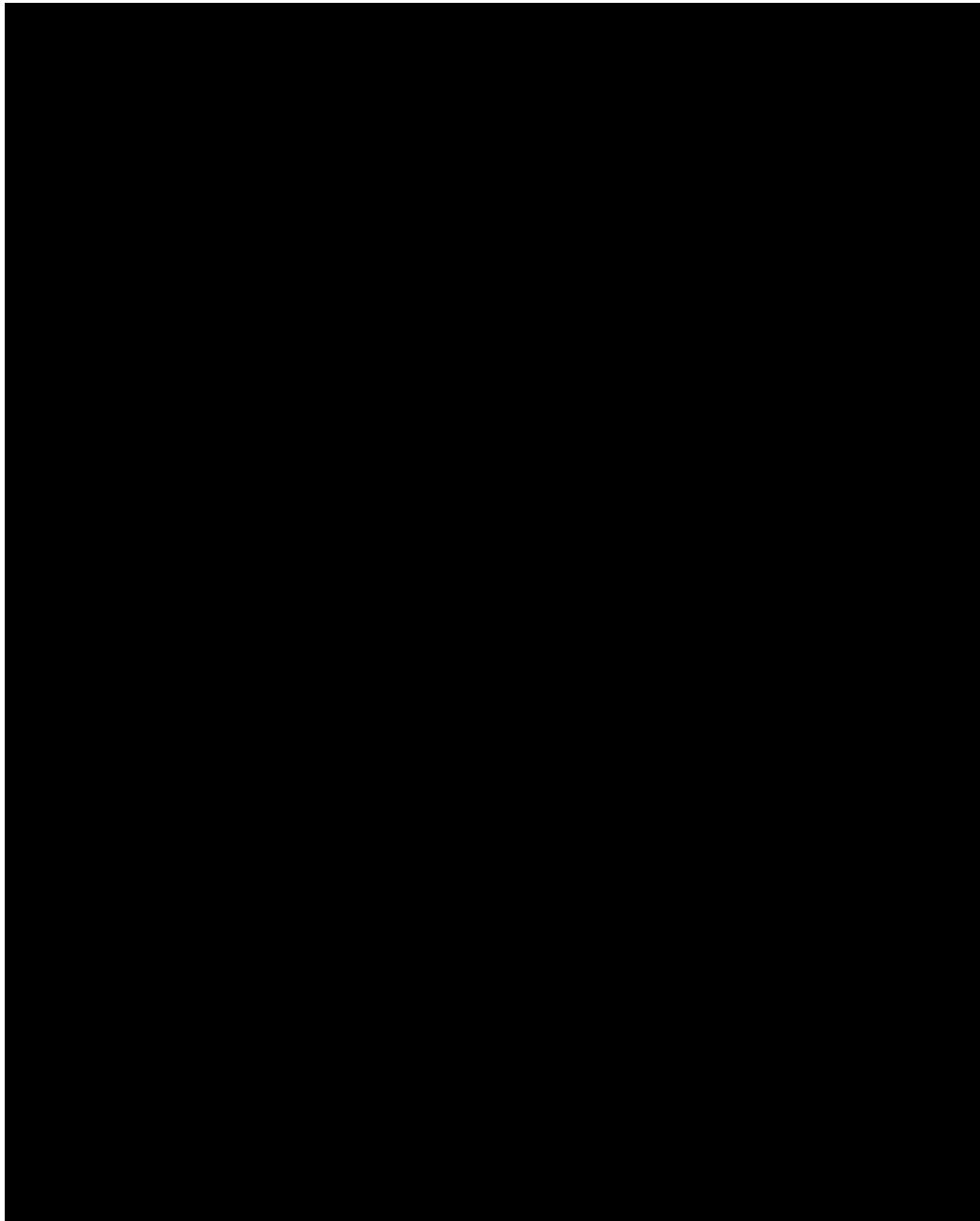
- (ii) each of the schedules and annexures to the Other Subdivision Documents (including the Shared Facilities Schedule and associated plans and the plans showing the Restricted MQD Areas) in accordance with the principles outlined in this Schedule D13 and the ISD Operations Principles.





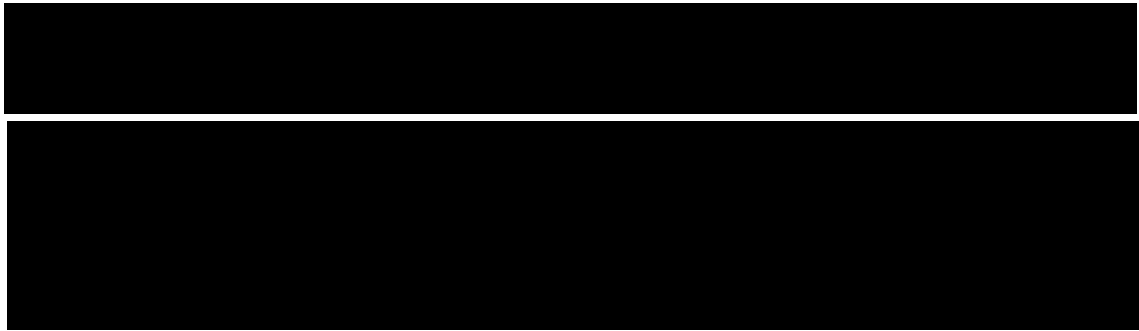
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- (c) The proposed Other Subdivision Documents to be included in a Subdivision Proposal will reflect the principle that the Restricted MQD Areas will not include any areas that need to be accessed by the Station Lot Owner or contain any Shared Facilities which are shared by the Station Lot.
- (d) The Principal and the WL Contractor will (acting reasonably) consider whether:
 - (i) the maintenance and works obligations set out in the Other Subdivision Documents align with the easements in the Draft Section 88B Instrument;
 - (ii) the Other Subdivision Documents need any additional provisions to deal with the interface between services that are not Shared Facilities and those that are Shared Facilities;





- (e) The Principal may allow its contractors and others to exercise the Principal's rights, as agent for the Principal, under the Other Subdivision Documents.
- (f) The parties have not yet considered whether there will be any provisions in the Other Subdivision Documents for access to and the requirement to maintain landscaping and public art.



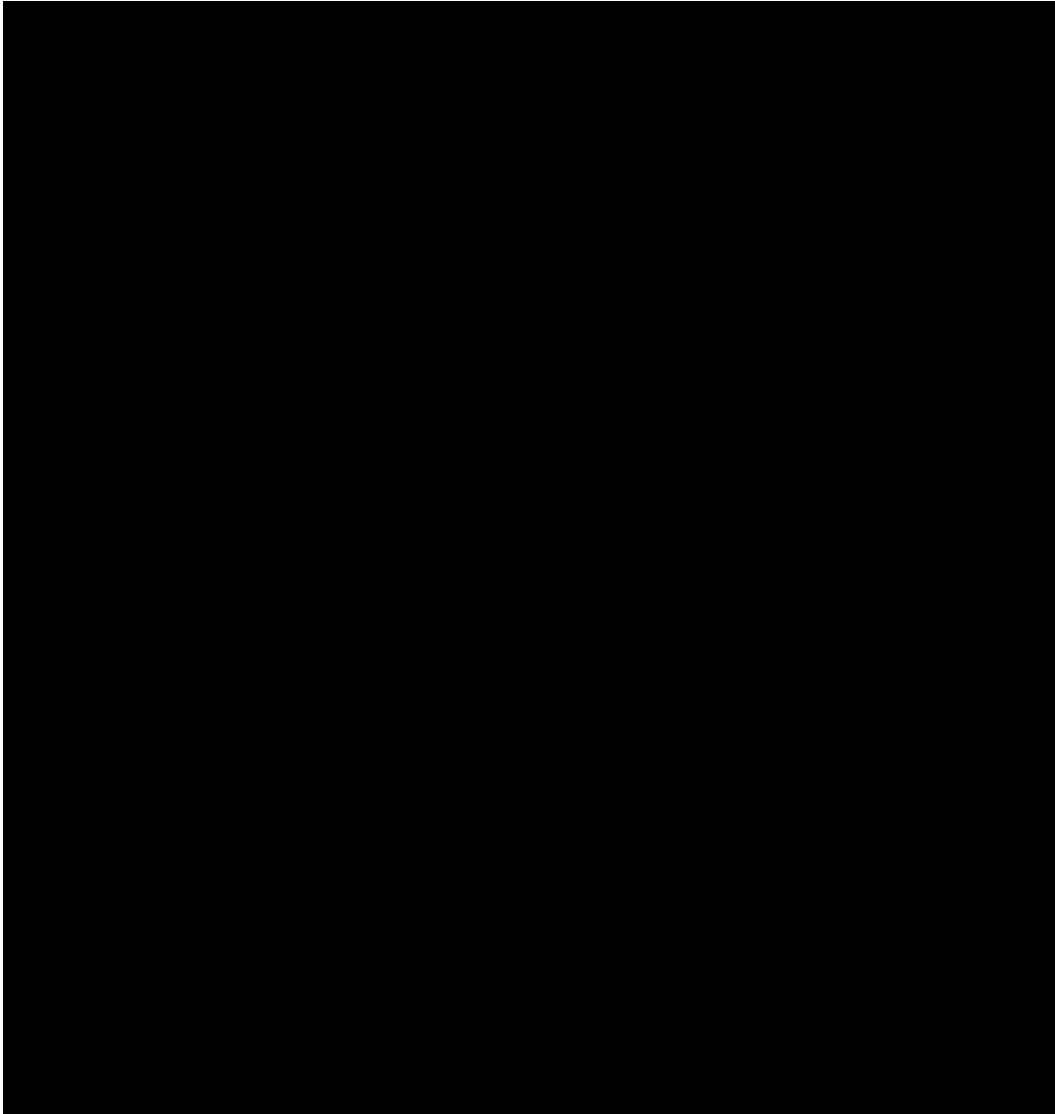
4.2 ISD Operations Principles

Elements of the Other Subdivision Documents that relate to operational issues must be completed to align with the ISD Operations Principles (other than to the extent that the ISD Operations Principles are inconsistent with any Project Works which have been approved by the Principal in accordance with this deed).

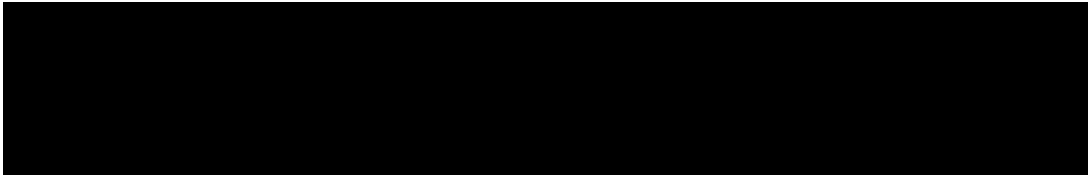
4.3 Shared Facilities Schedule

- (a) The Shared Facilities Schedule and the agreed list of the Structure Shared Facilities attached to the Draft BMS are in draft form, are incomplete and are to be agreed between the parties (acting reasonably). This includes the parties agreeing on what is included in (or excluded from) the draft Shared Facilities Schedule and the list of Structure Shared Facilities, the description and scope of each Shared Facility, the lots that are allocated the benefit of the Shared Facilities and also the cost apportionment percentage allocated to the lots with the benefit of the Shared Facilities based on the method of cost allocation set out in the draft Shared Facilities Schedule, noting that:

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- (b) Notwithstanding clause 4.3(a) of this Schedule D13, the parties acknowledge and agree that:
 - (i) the list of Structure Shared Facilities in the Draft BMS is to be finalised and agreed between the parties prior to the registration of the Draft BMS; and



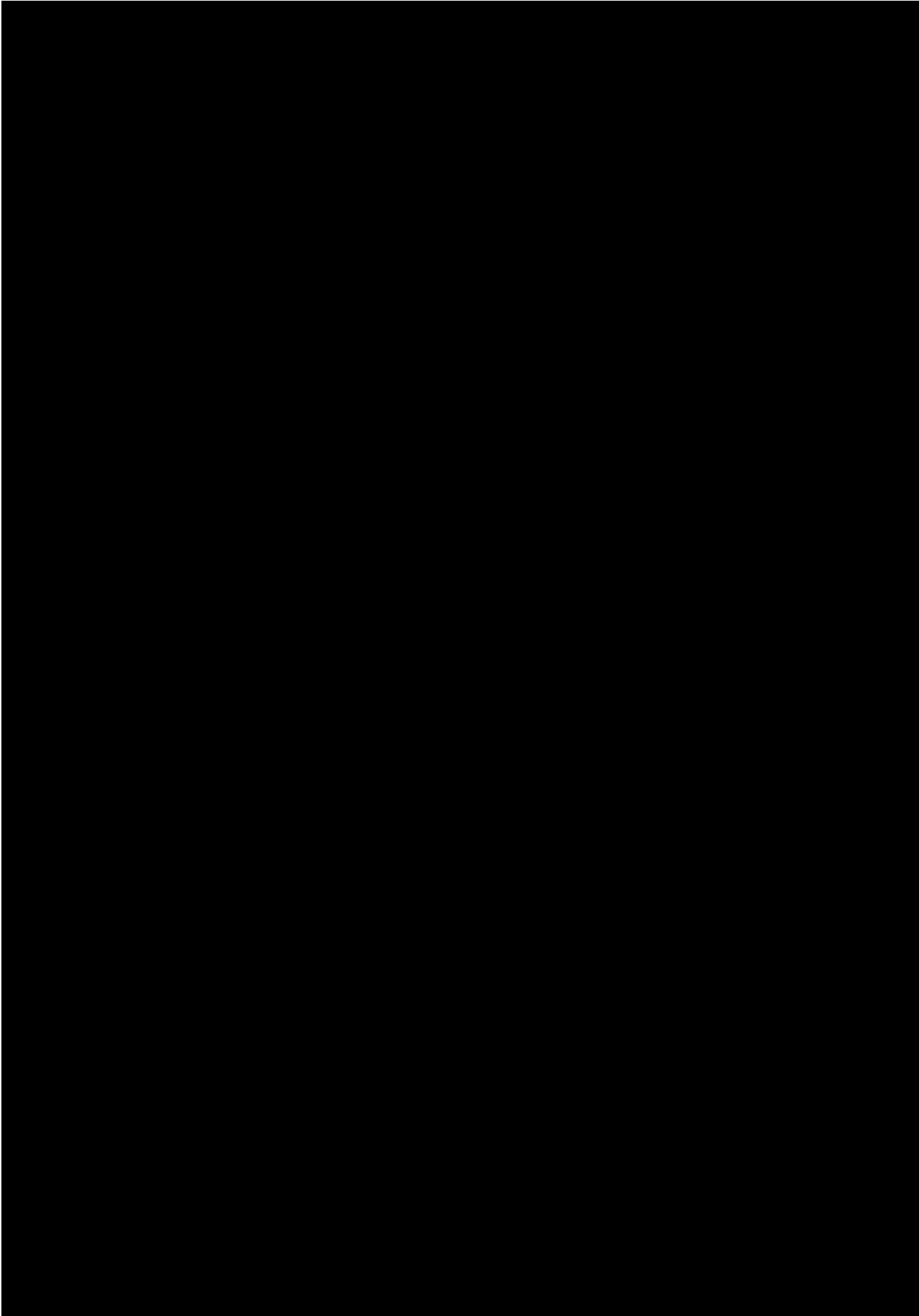
- (c) Notwithstanding clause 4.3(a) of this Schedule D13, the method of allocation of costs listed in the Shared Facilities Schedule reflect the agreement between the parties at the time of this deed.
- (d) There will be no Shared Facilities behind the operational boundary, unless otherwise agreed by the Principal.

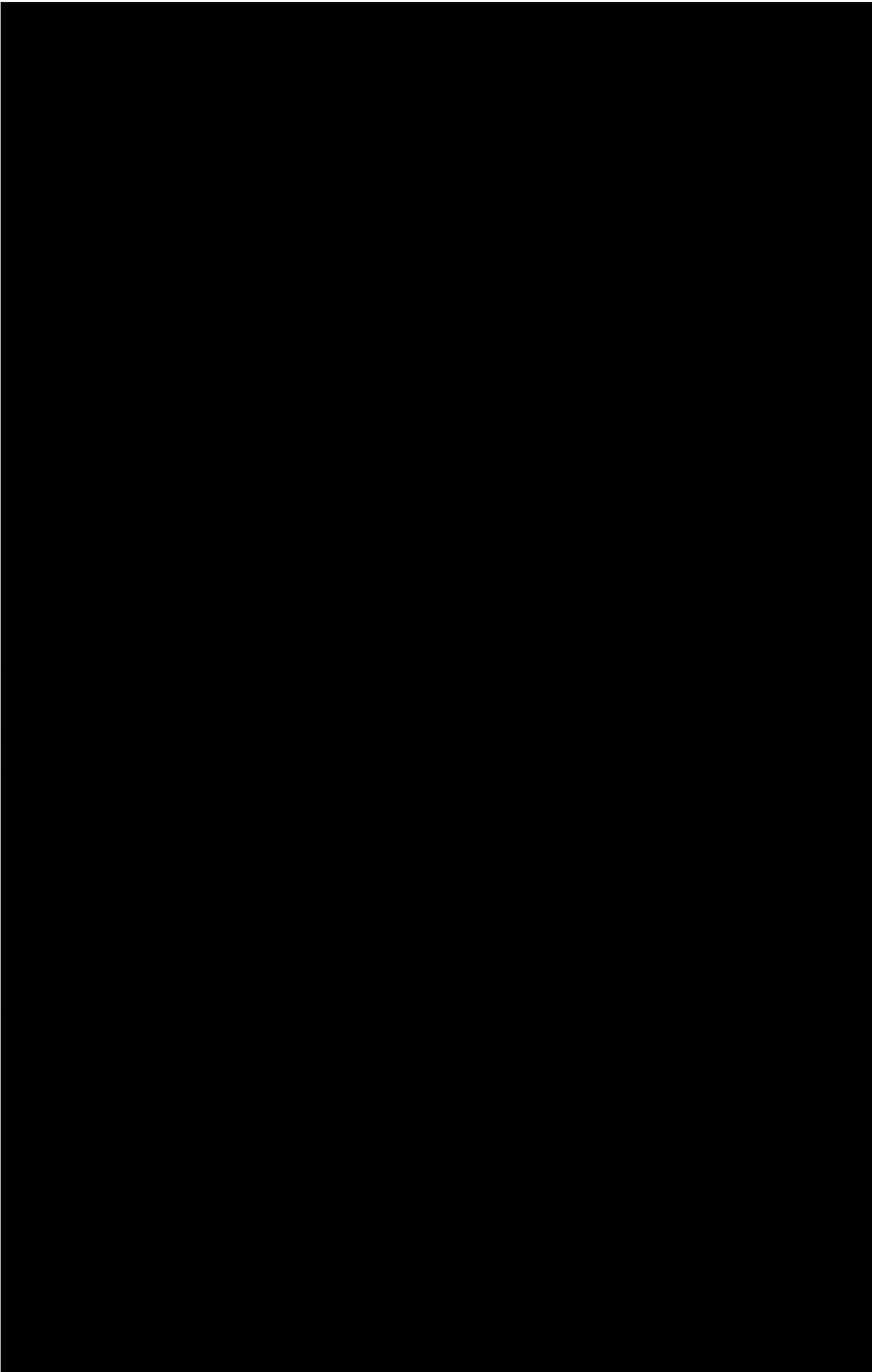
- (e) All Shared Facilities will be maintained by the committee under the Draft BMS, except to the extent the Draft BMS expressly provides otherwise.
- (f) The division of costs for the consumption of utilities in respect of Shared Facilities requires further consideration by the Principal and the WL Contractor. The basis for calculation of utility consumption is to be agreed between the parties in accordance with the principles set out in clause 4.3(a) of this Schedule D13.
- (g) Where the concept of "consumables" is included in a Shared Facility, the parties will consider and agree what this includes.
- (h) The parties acknowledge and agree that the utility services for the Social Housing Lot will be separately metered and the location of those meters must be agreed by the Principal and LAHC.
- (i) The Principal may elect to remove any Shared Facility from the Shared Facilities Schedule which is allocated 100% to the Station Lot or 100% to the Station Lot and the Station Retail Lot and deal with its maintenance and capital replacement independent of the committee under the Draft BMS.

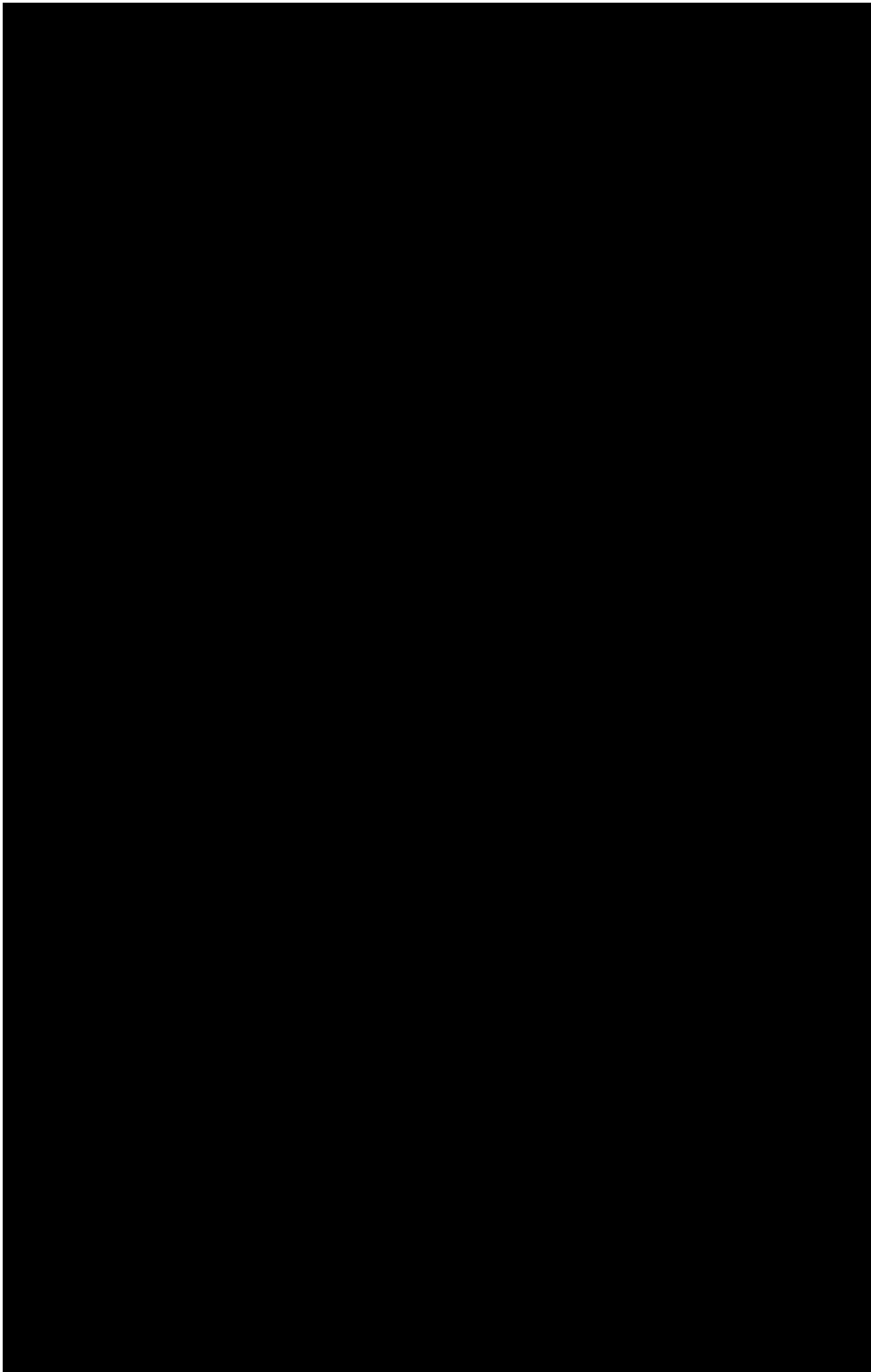
4.4 **Shared Facilities Plan**

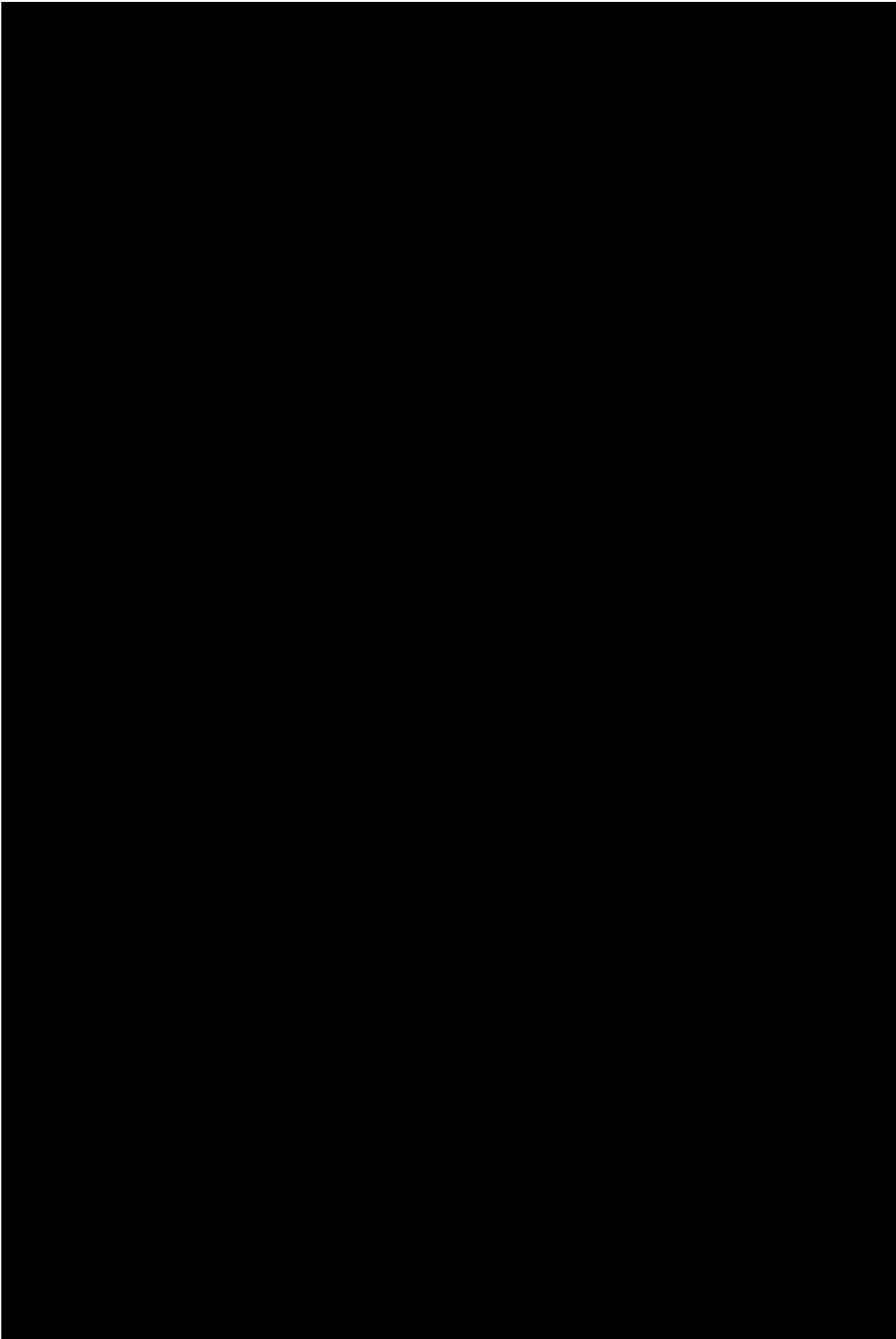
The Shared Facilities Plans attached to the Draft BMS are in draft form, are incomplete and are to be agreed between the parties (acting reasonably). This includes the parties agreeing on each of the Shared Facilities Plans.

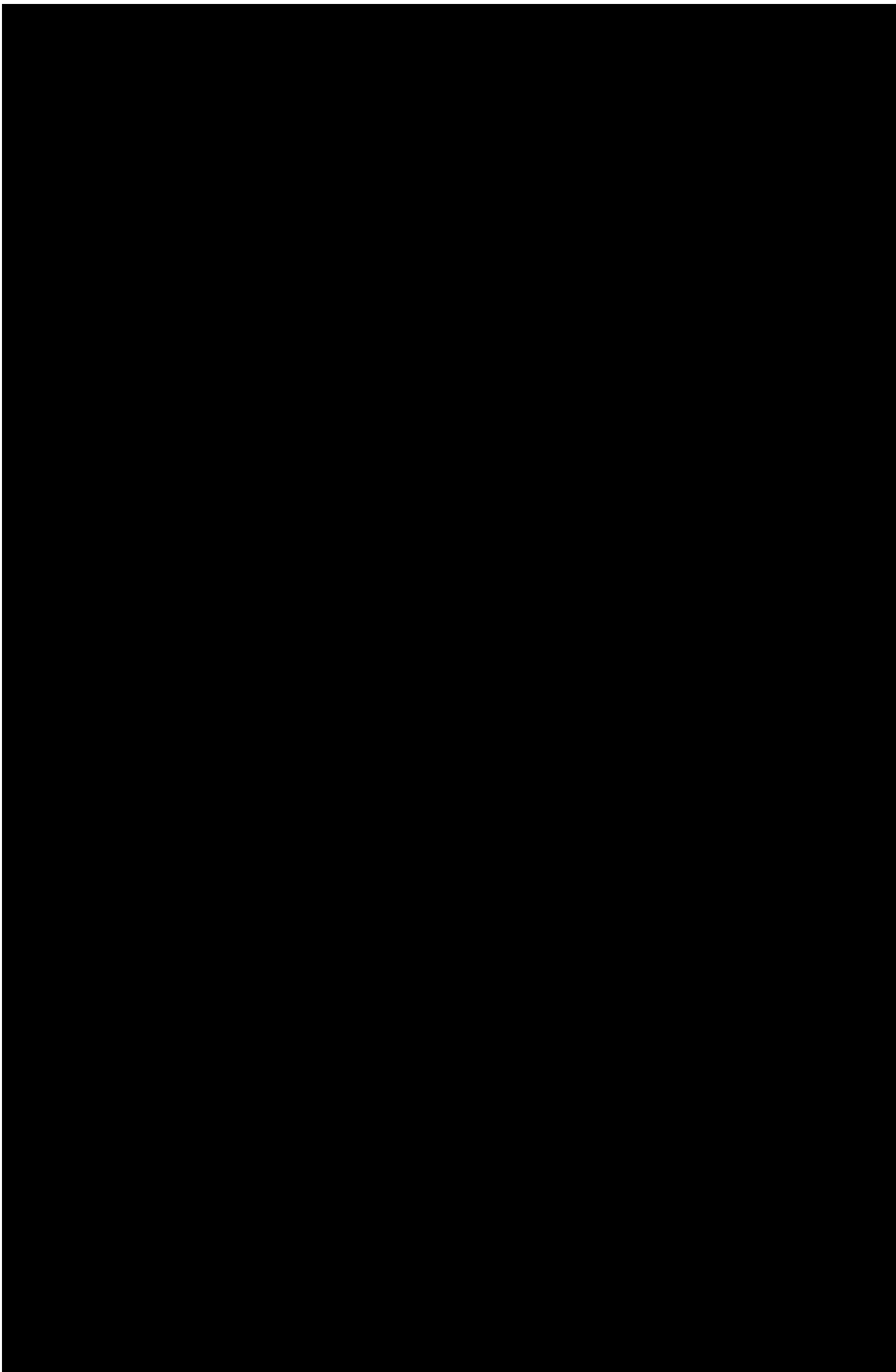
SCHEDULE D14. – DRAFT OTHER SUBDIVISION DOCUMENTS

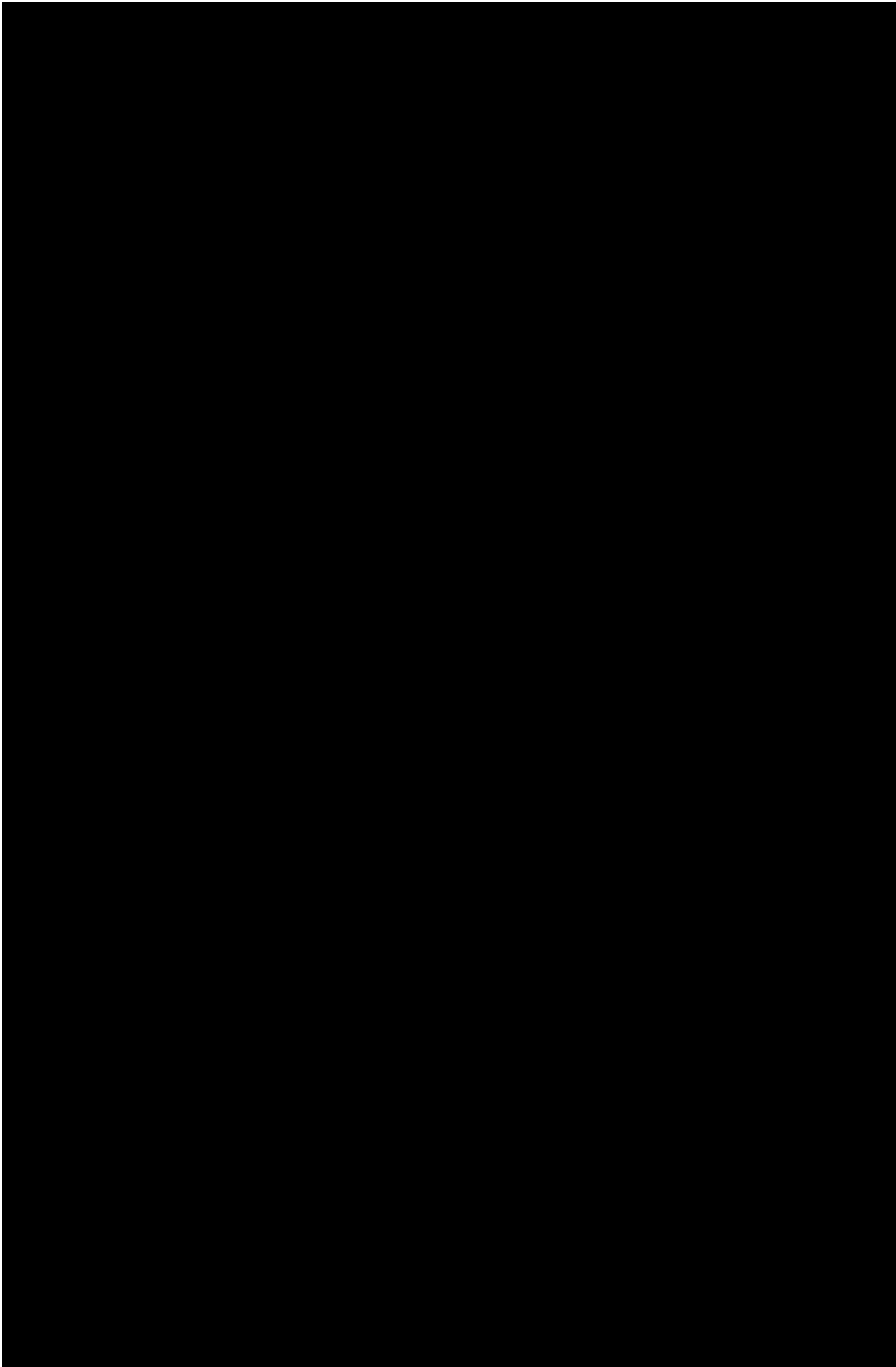




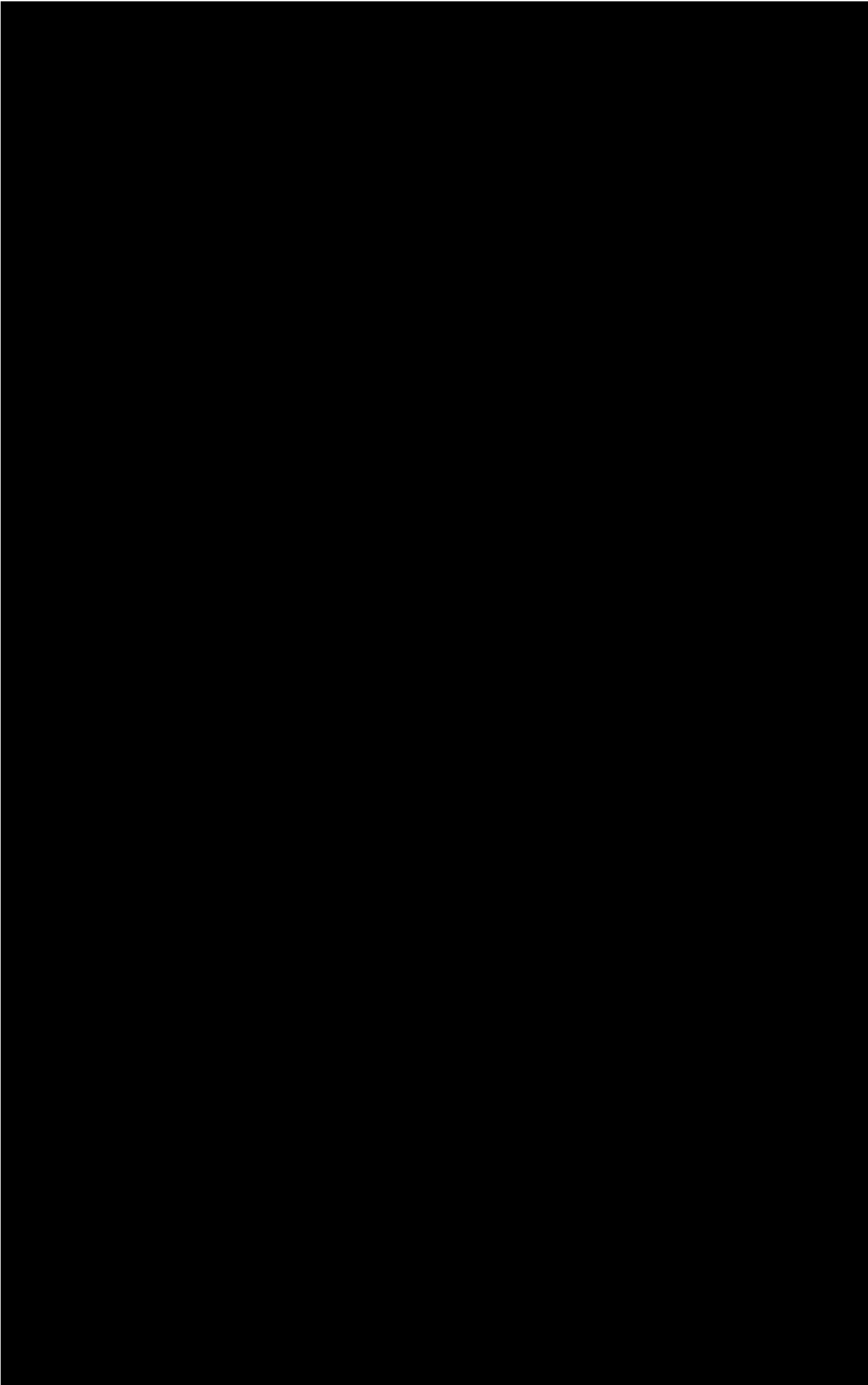


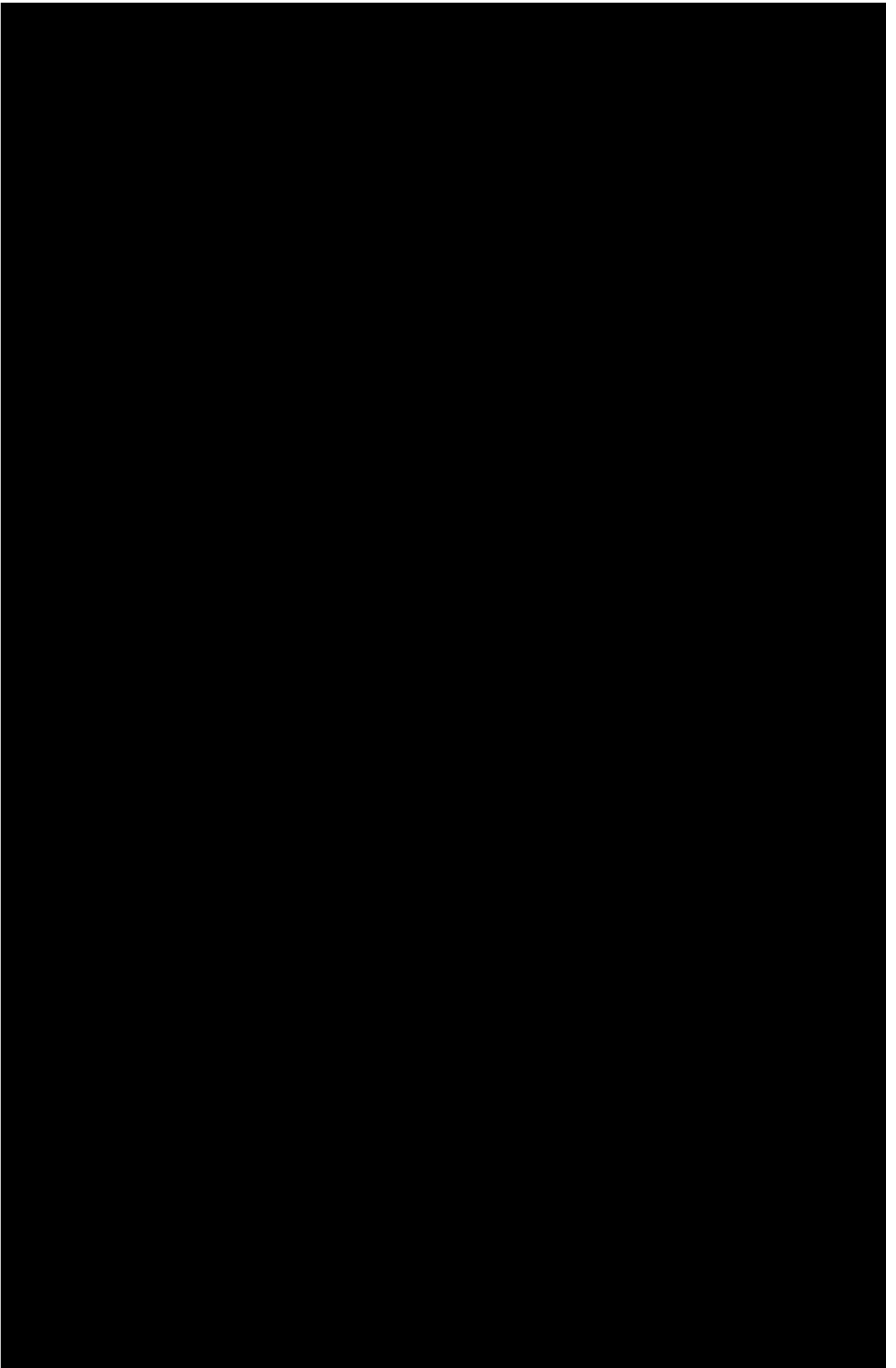


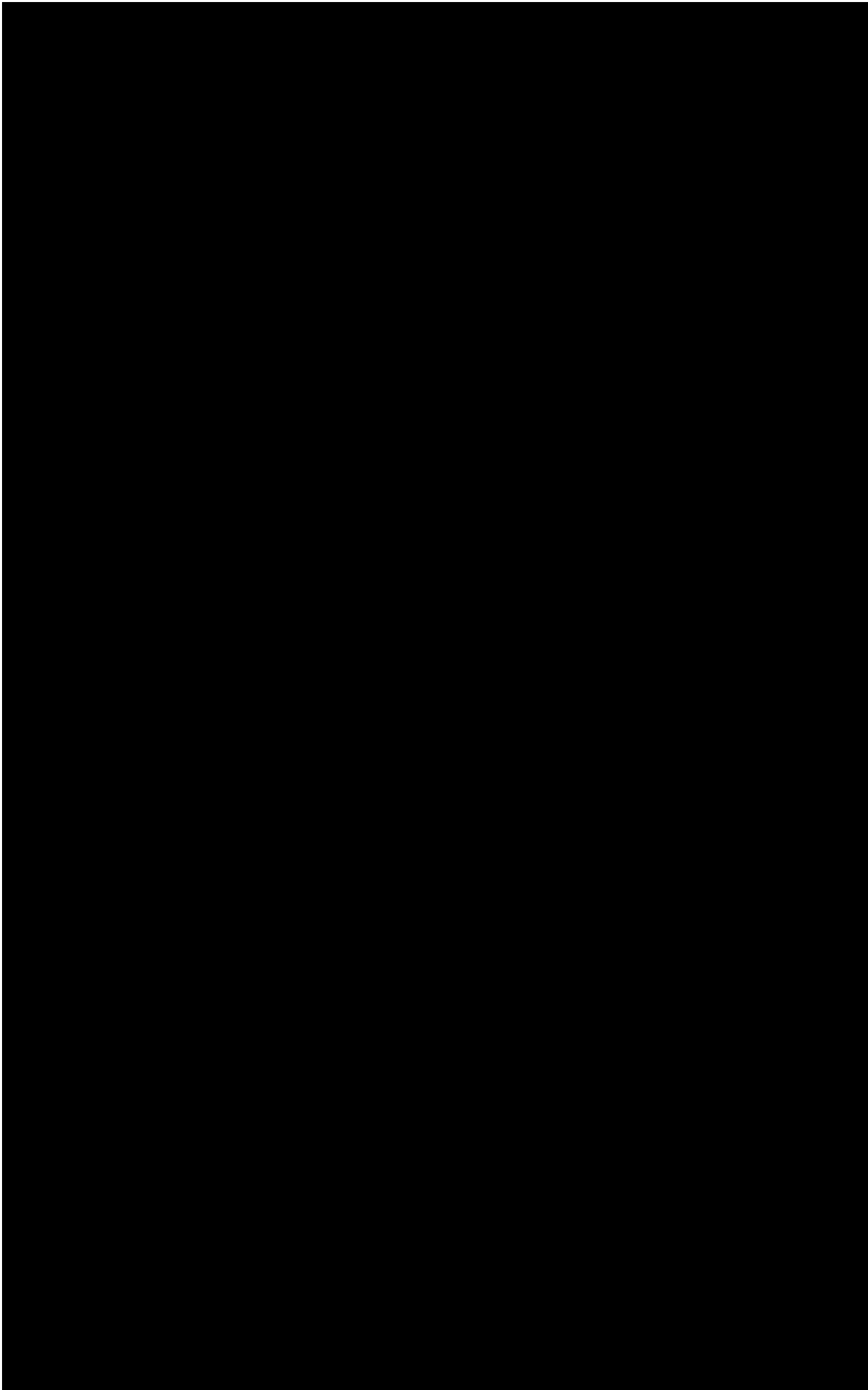


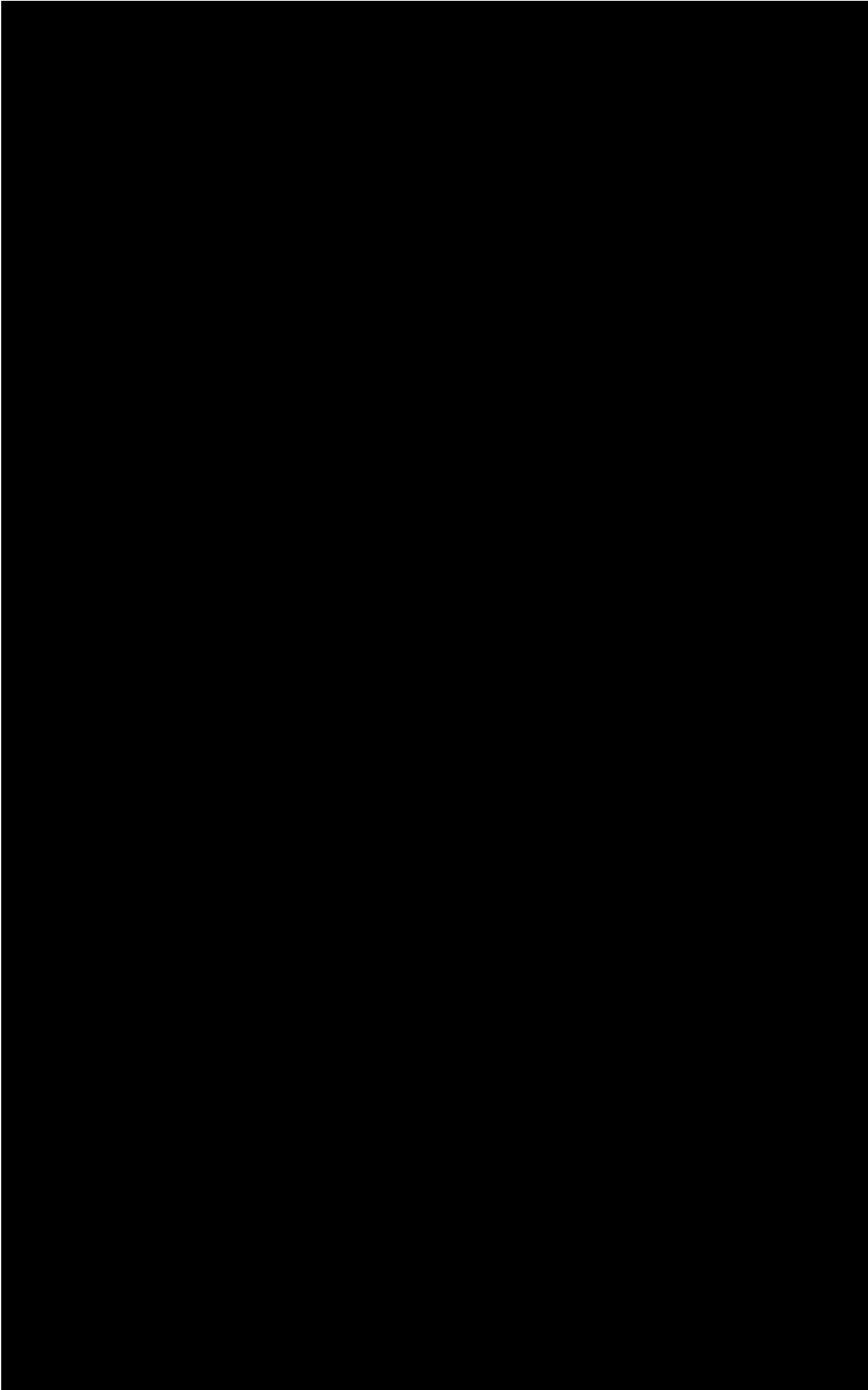


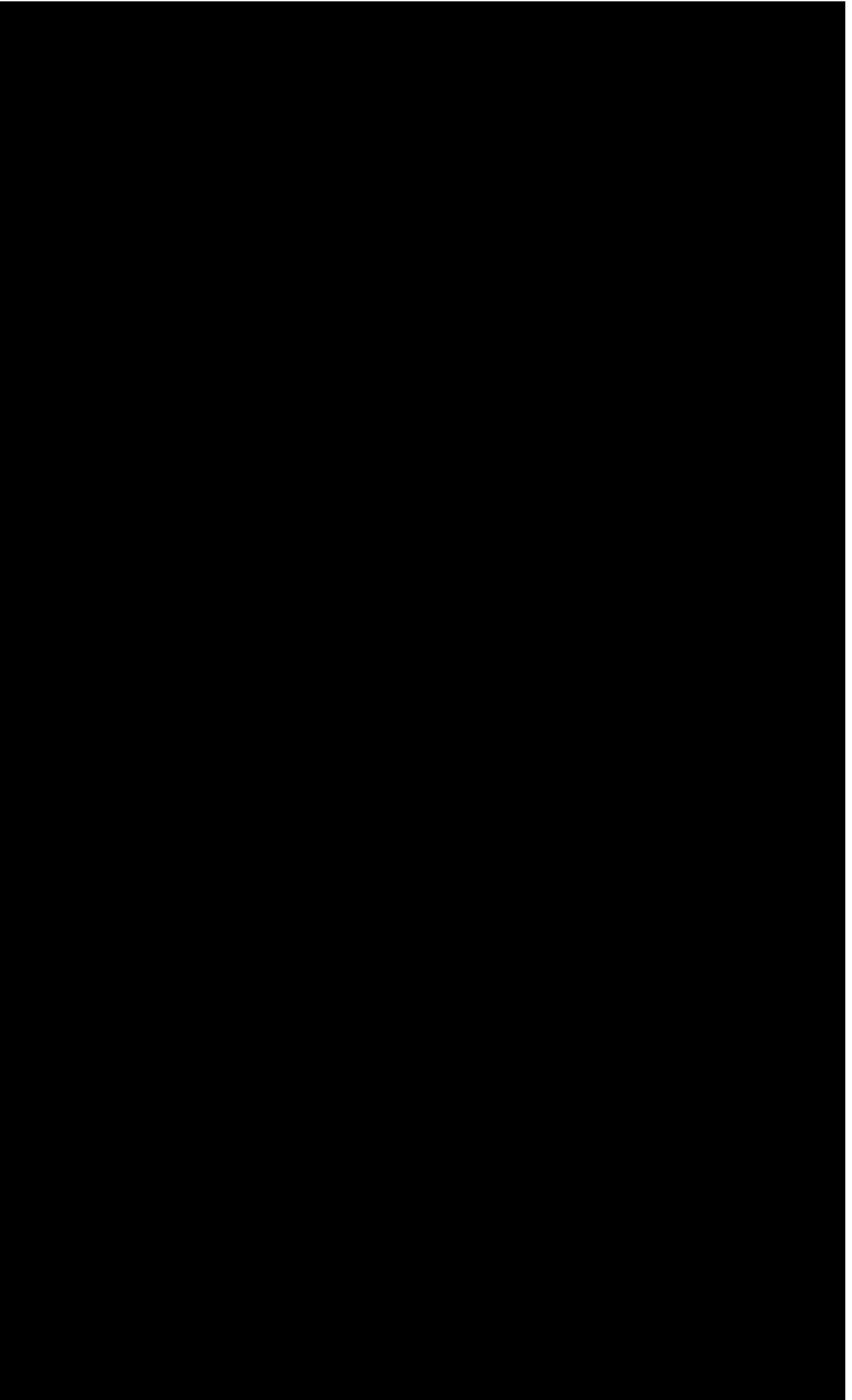


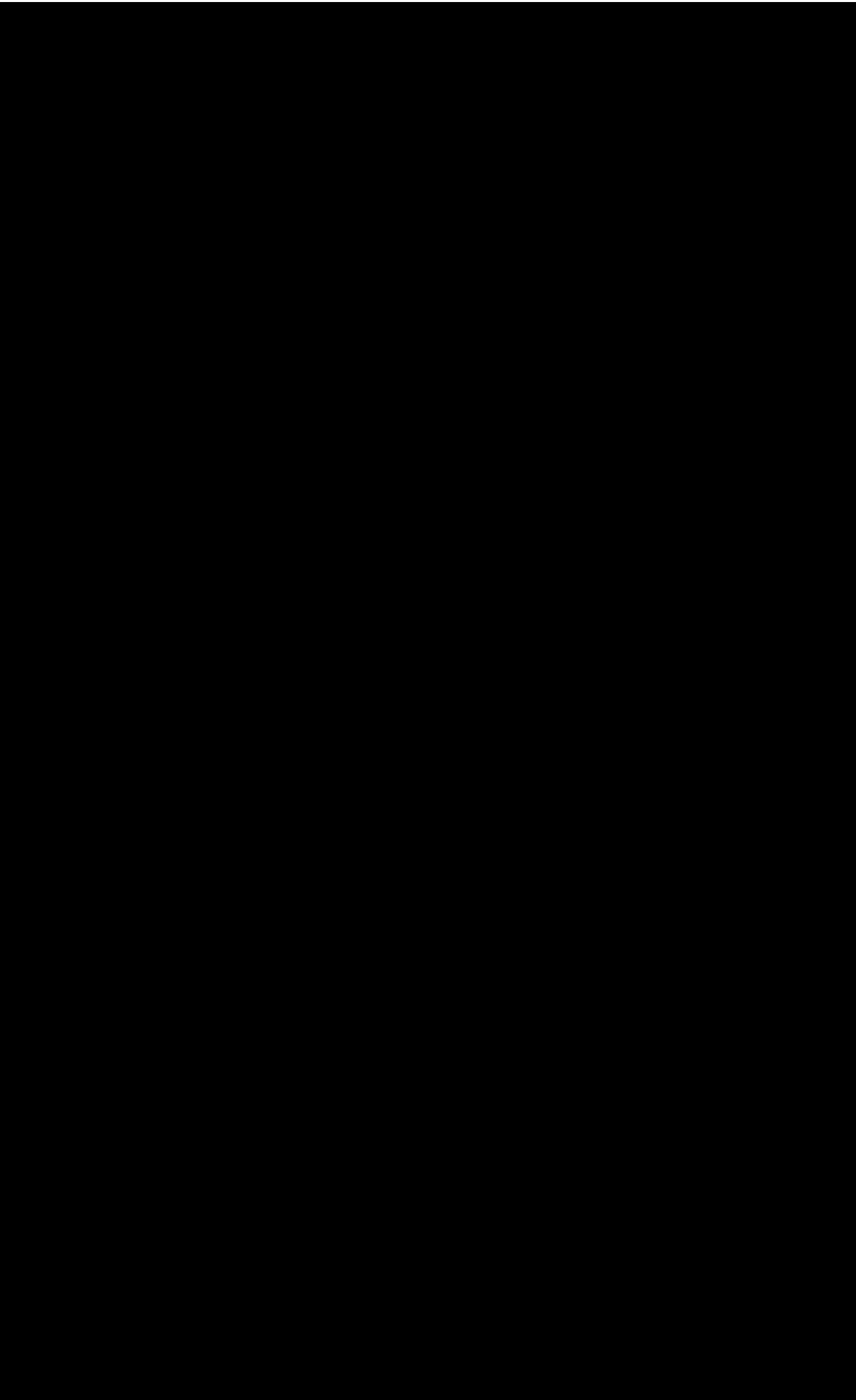


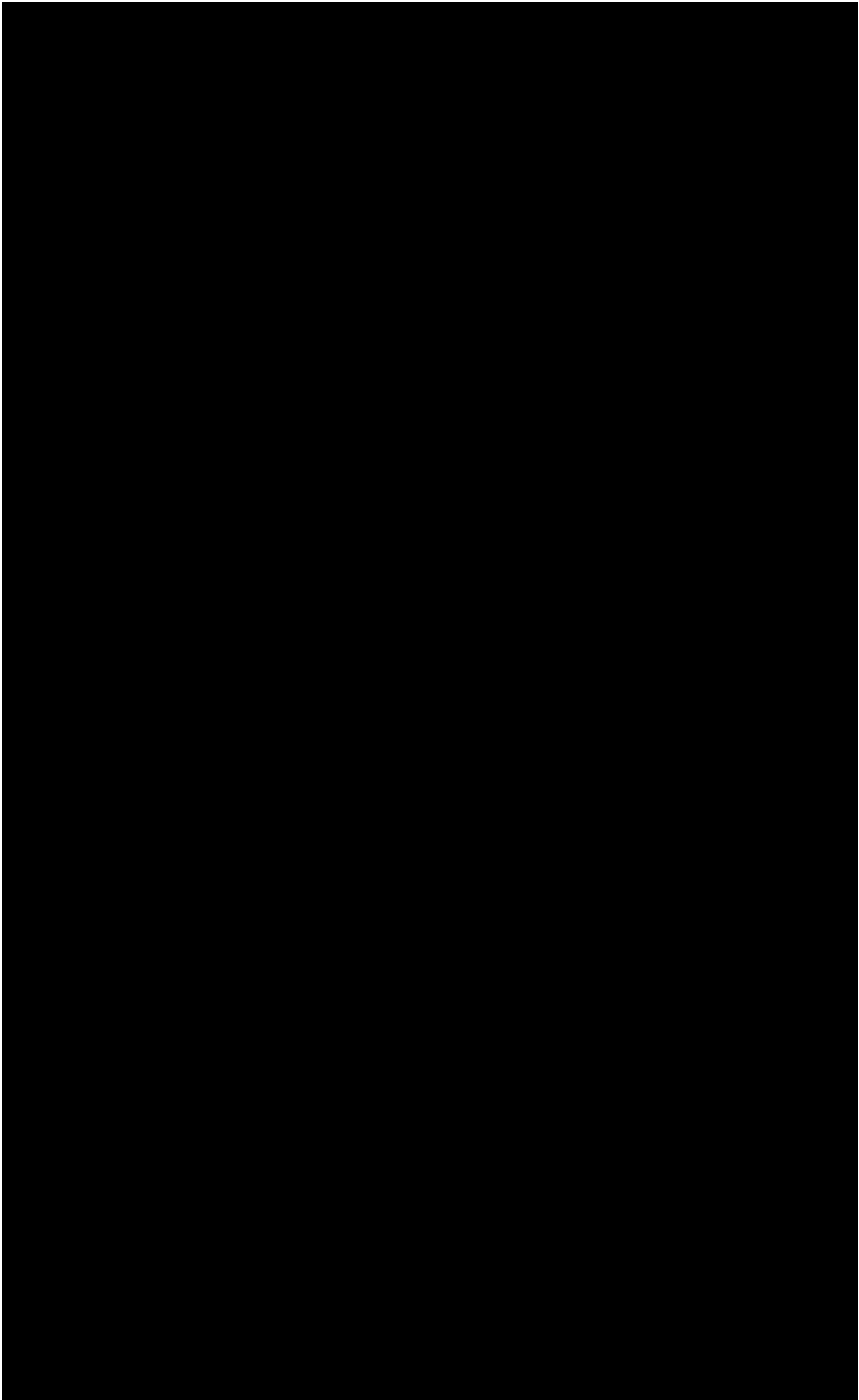


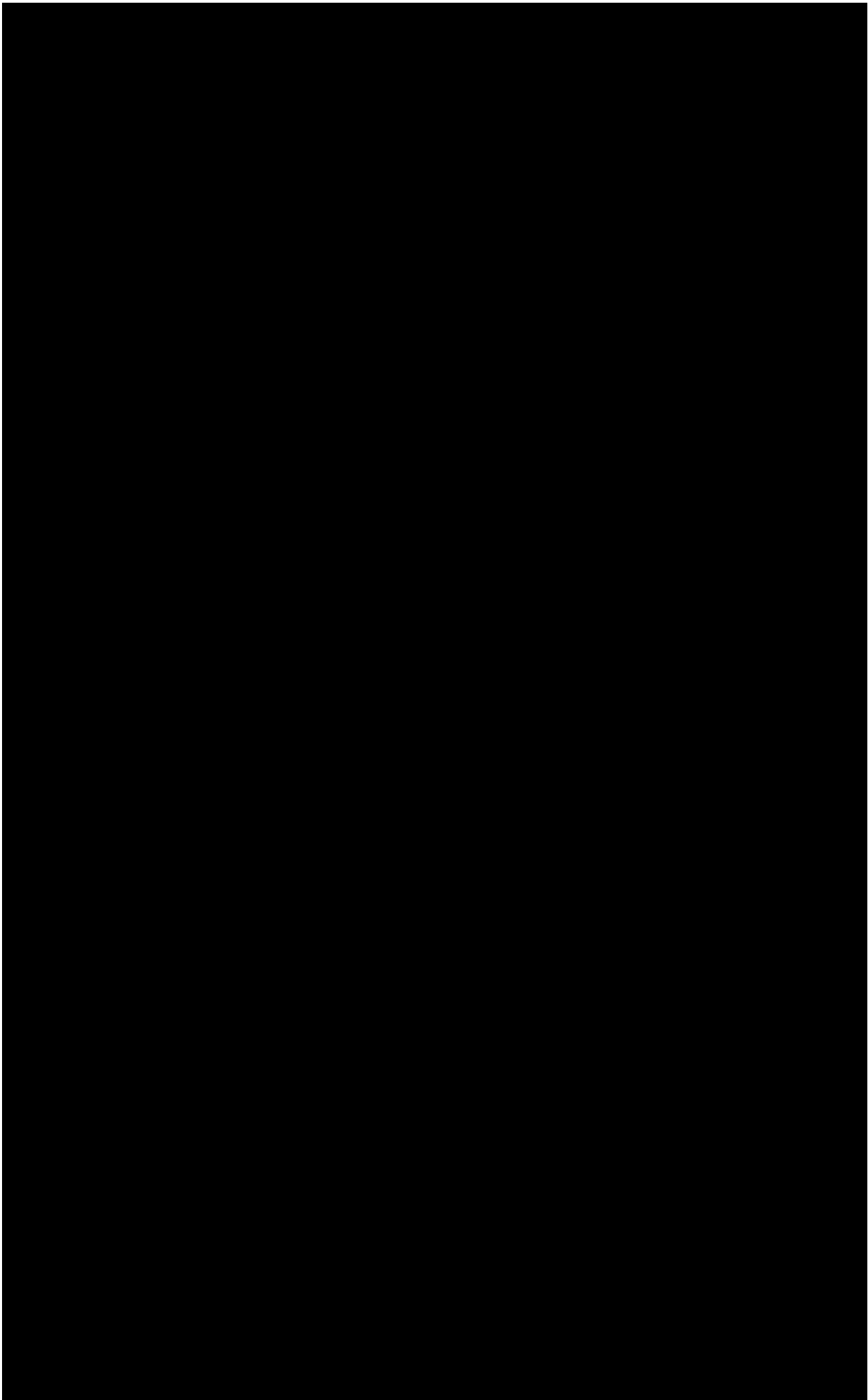


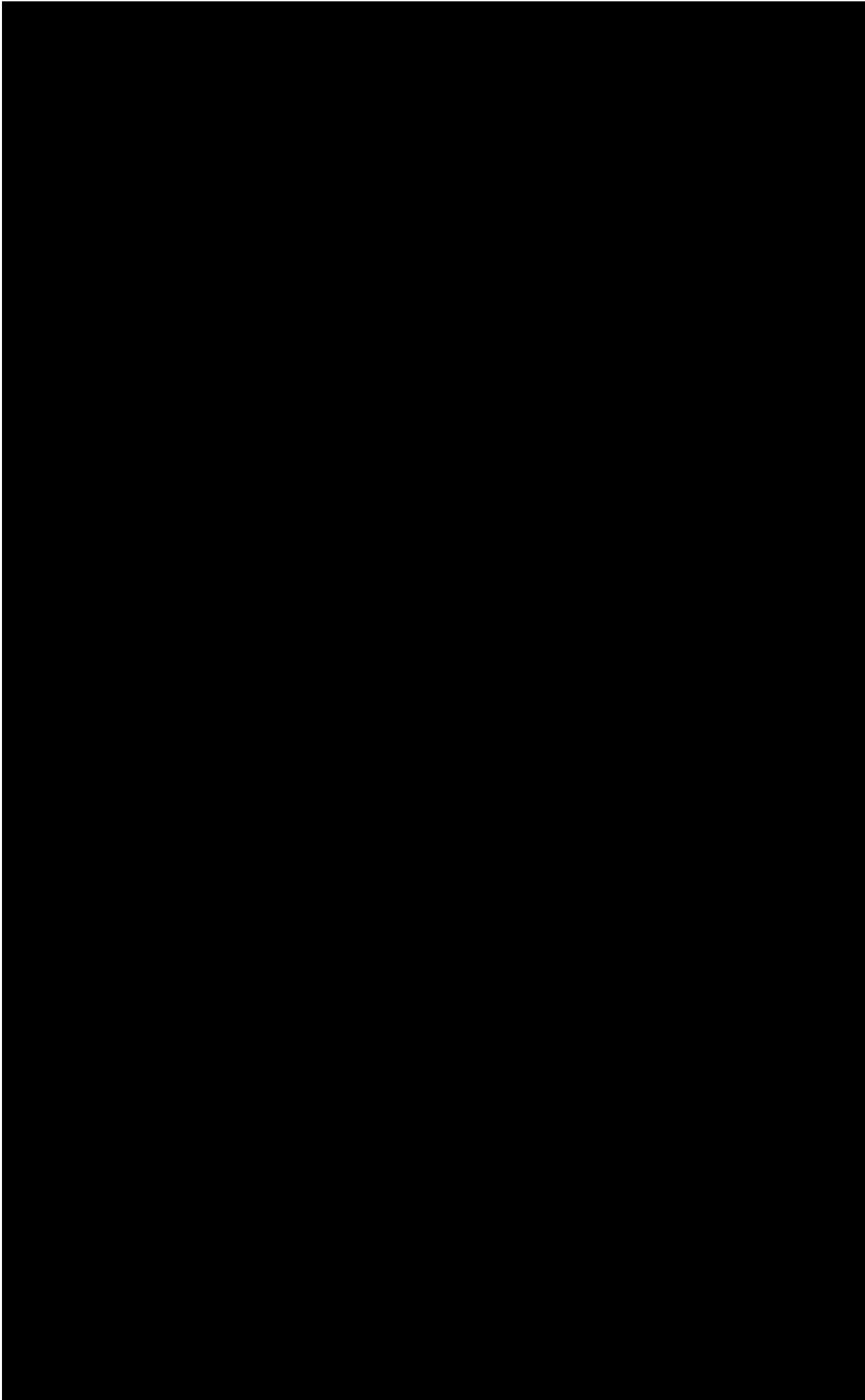


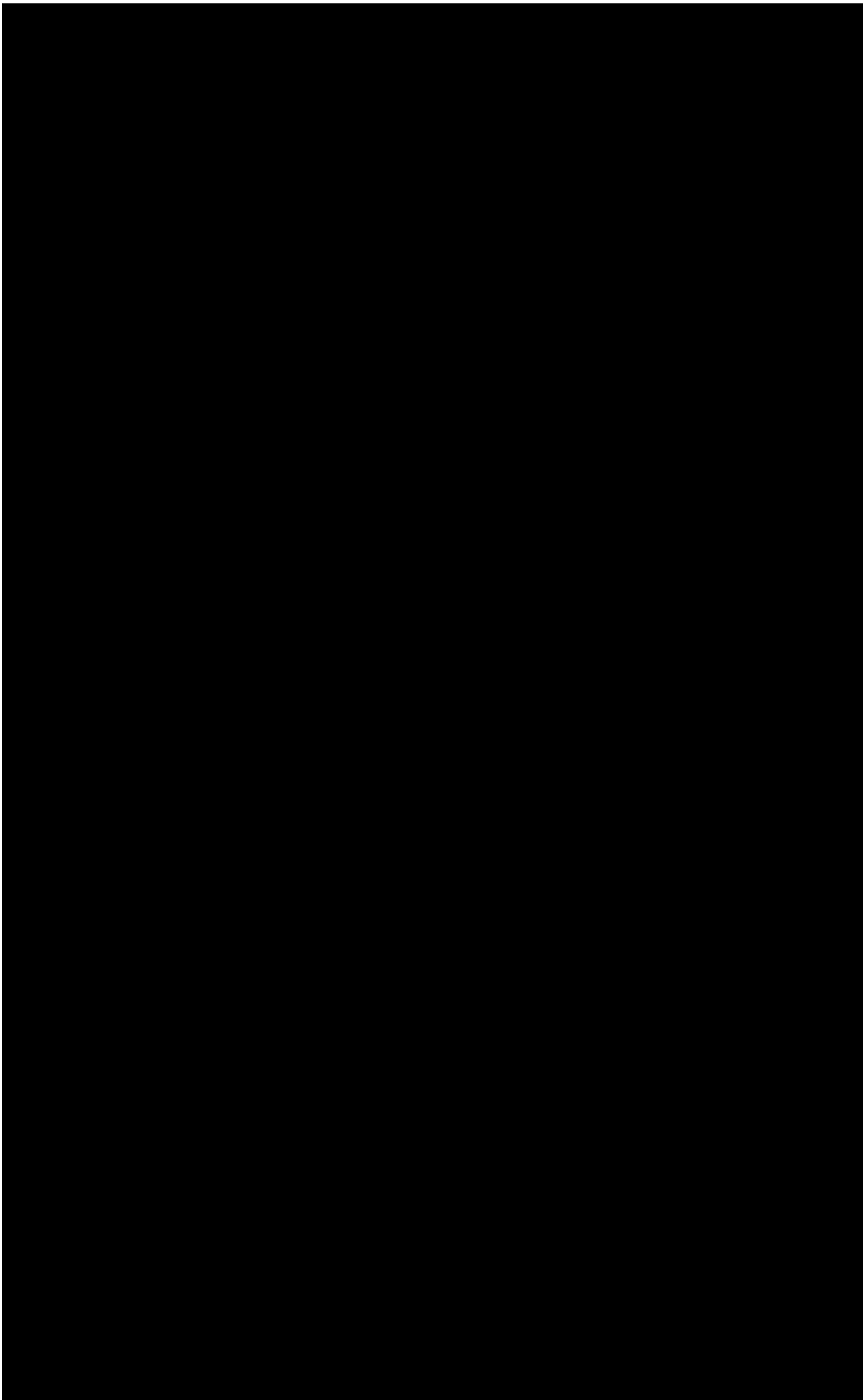


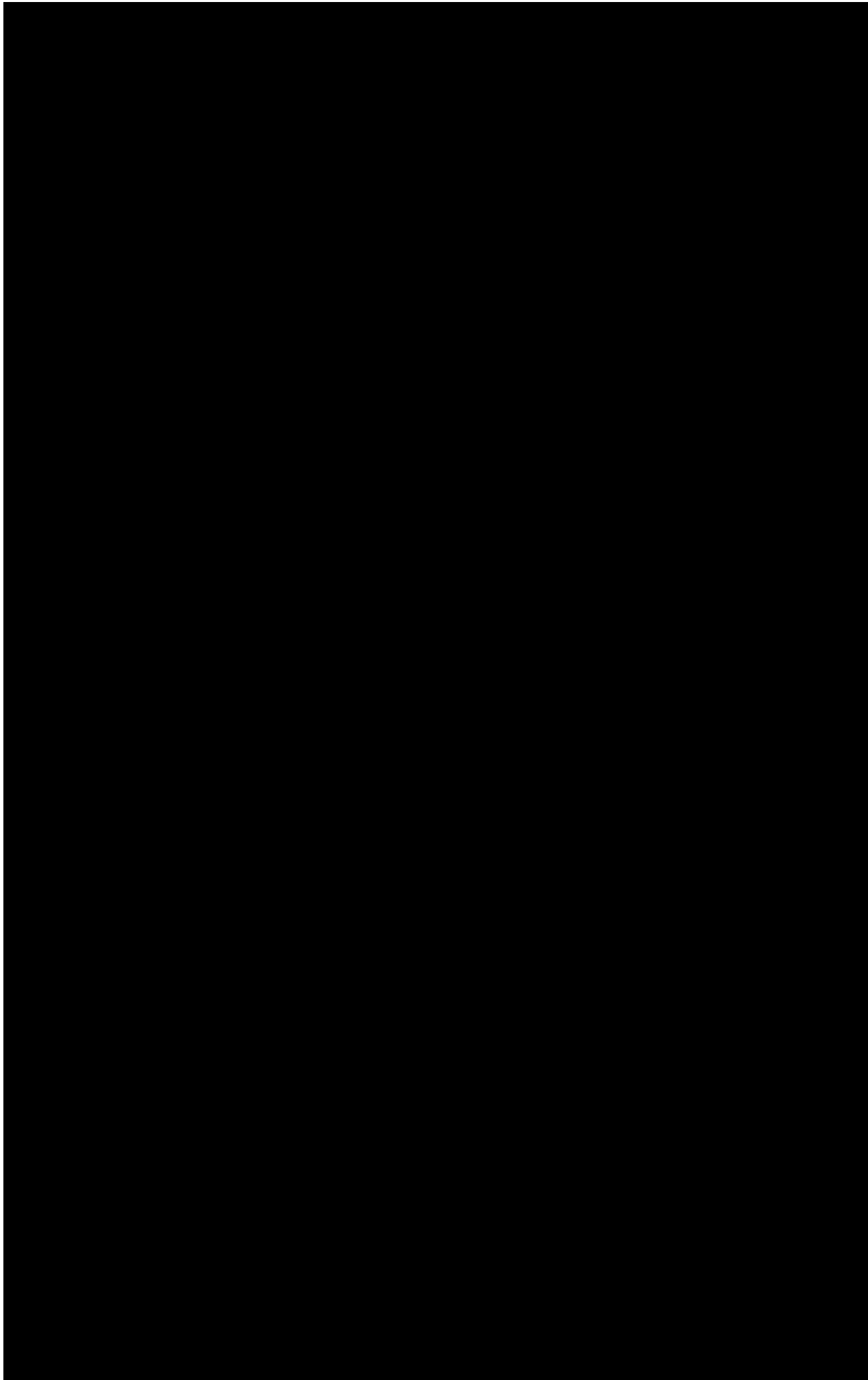


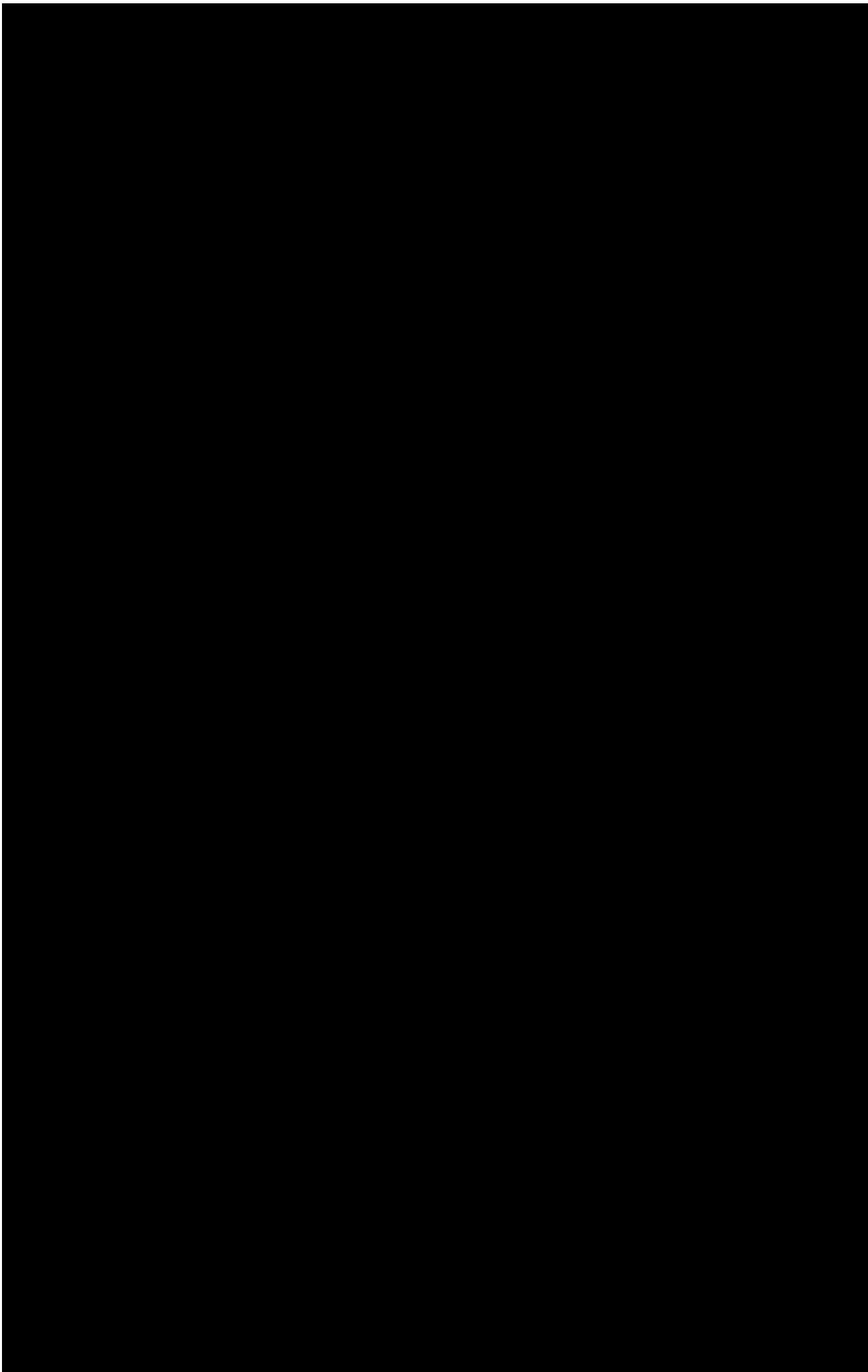


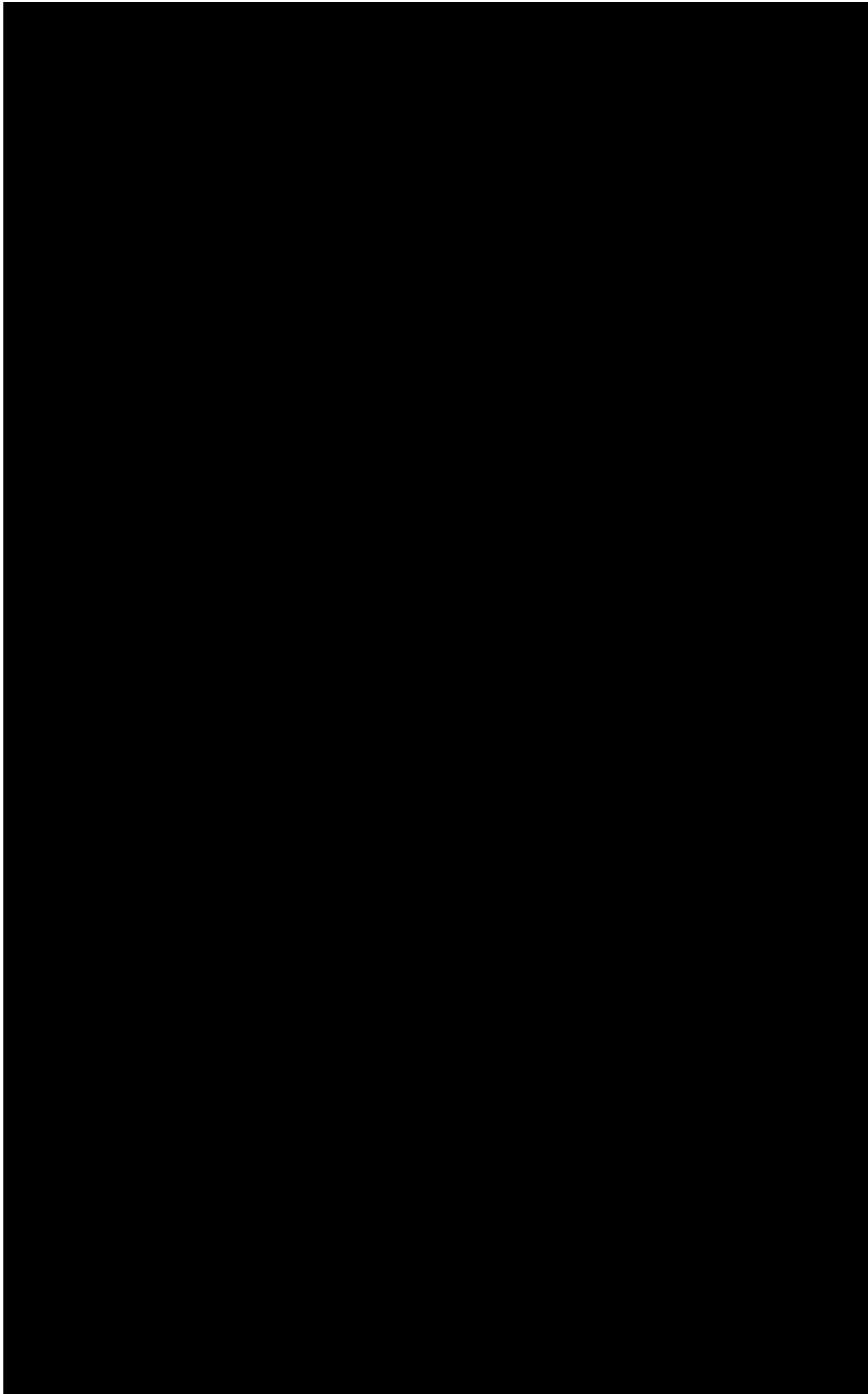


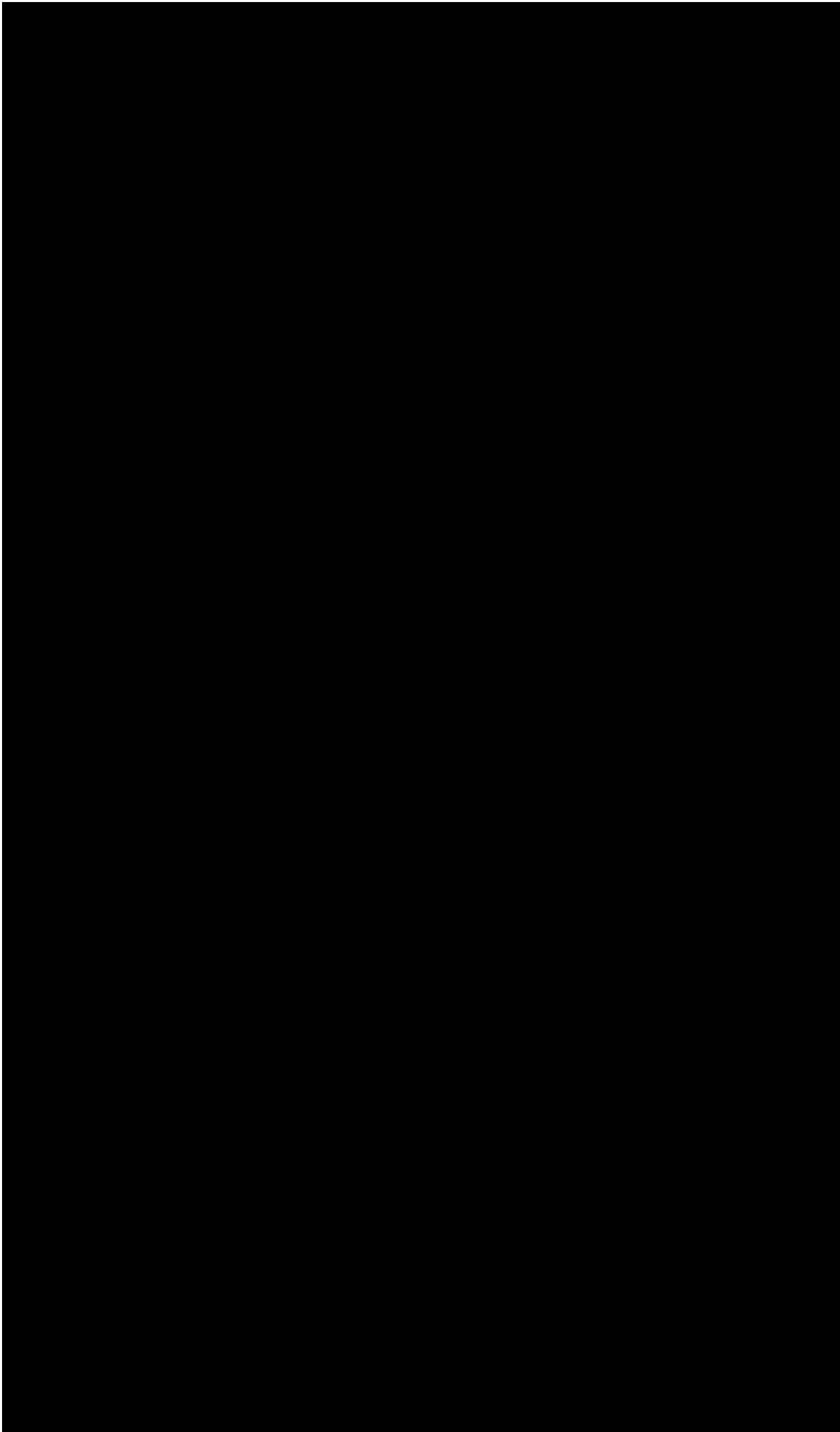


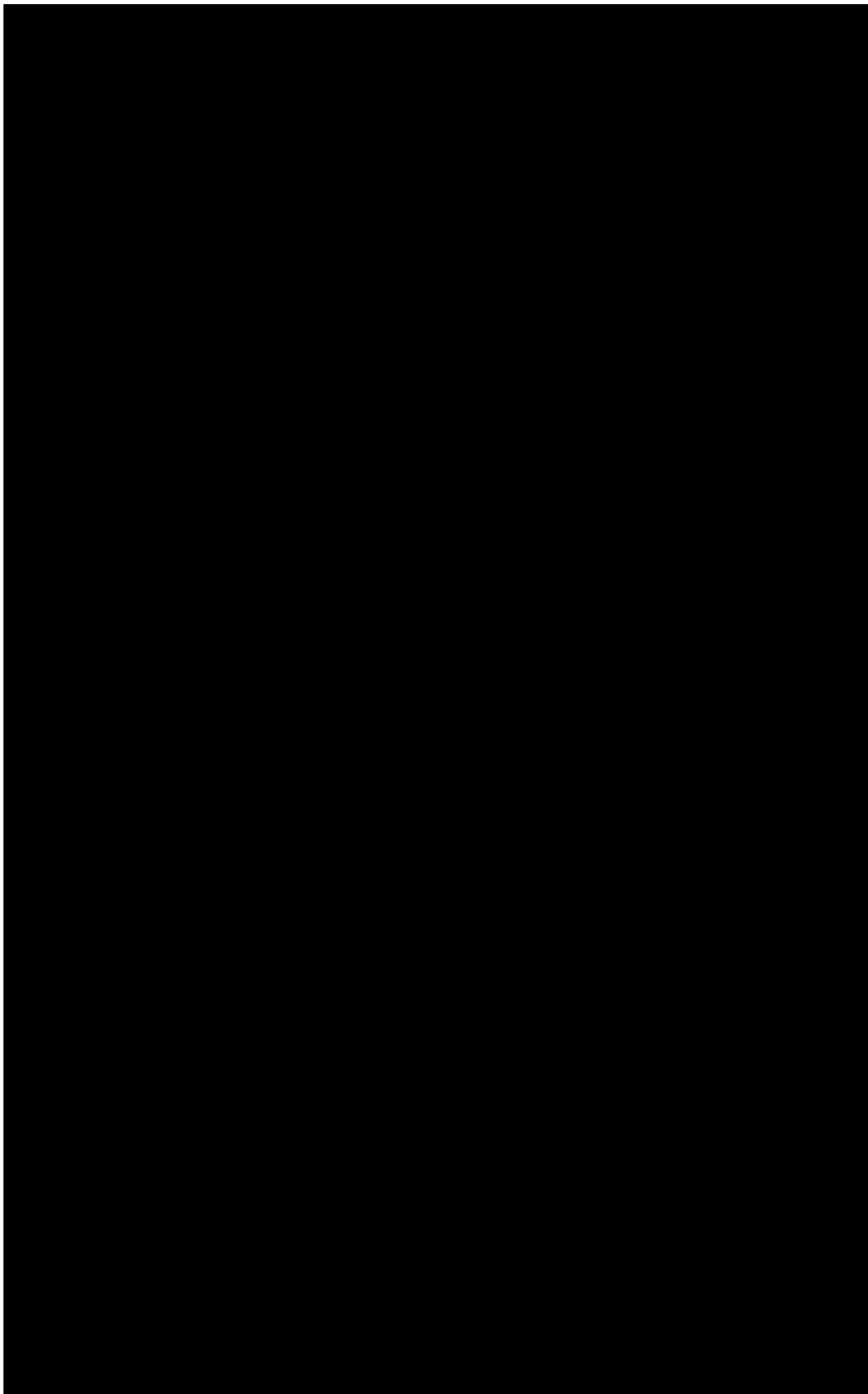


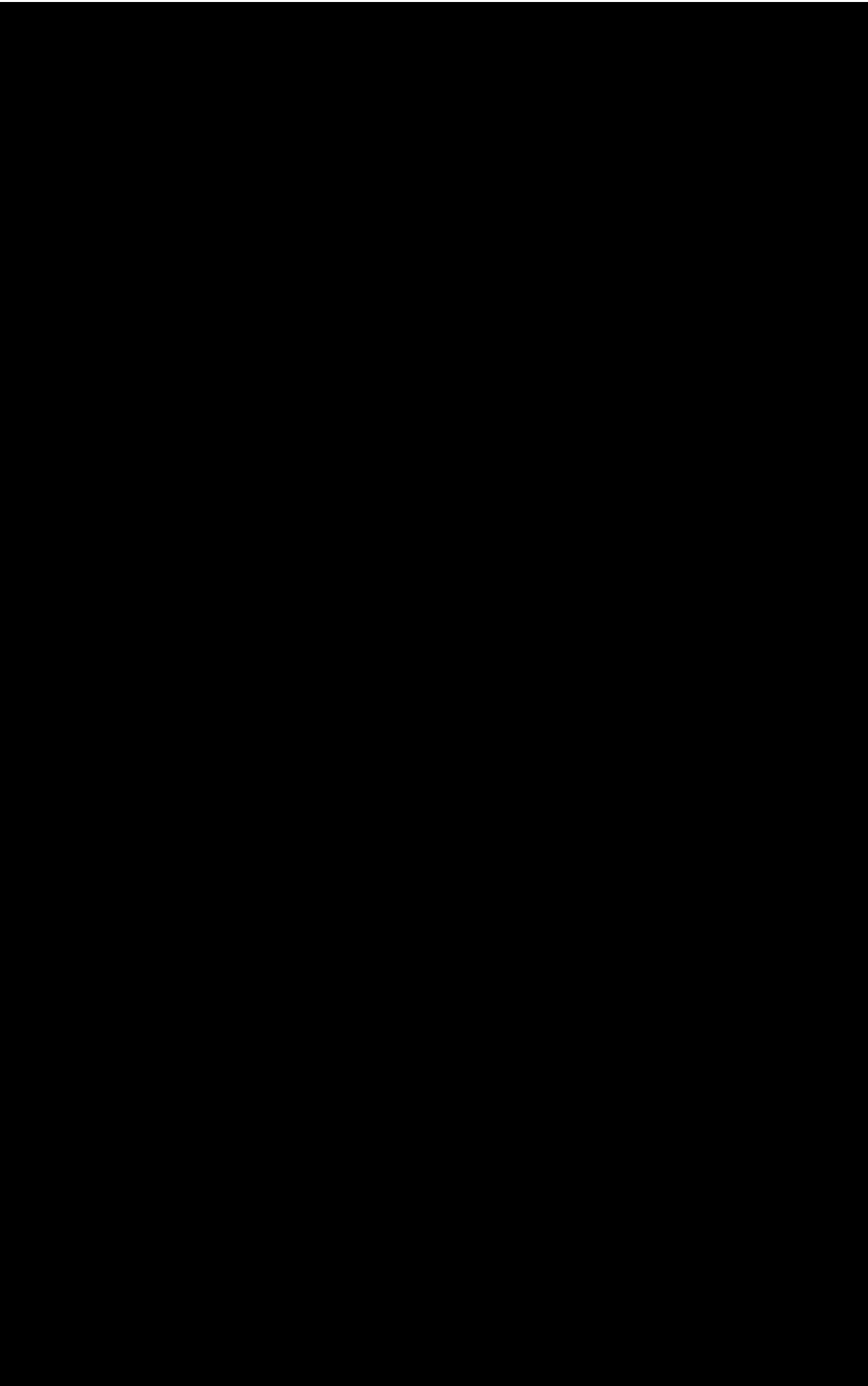


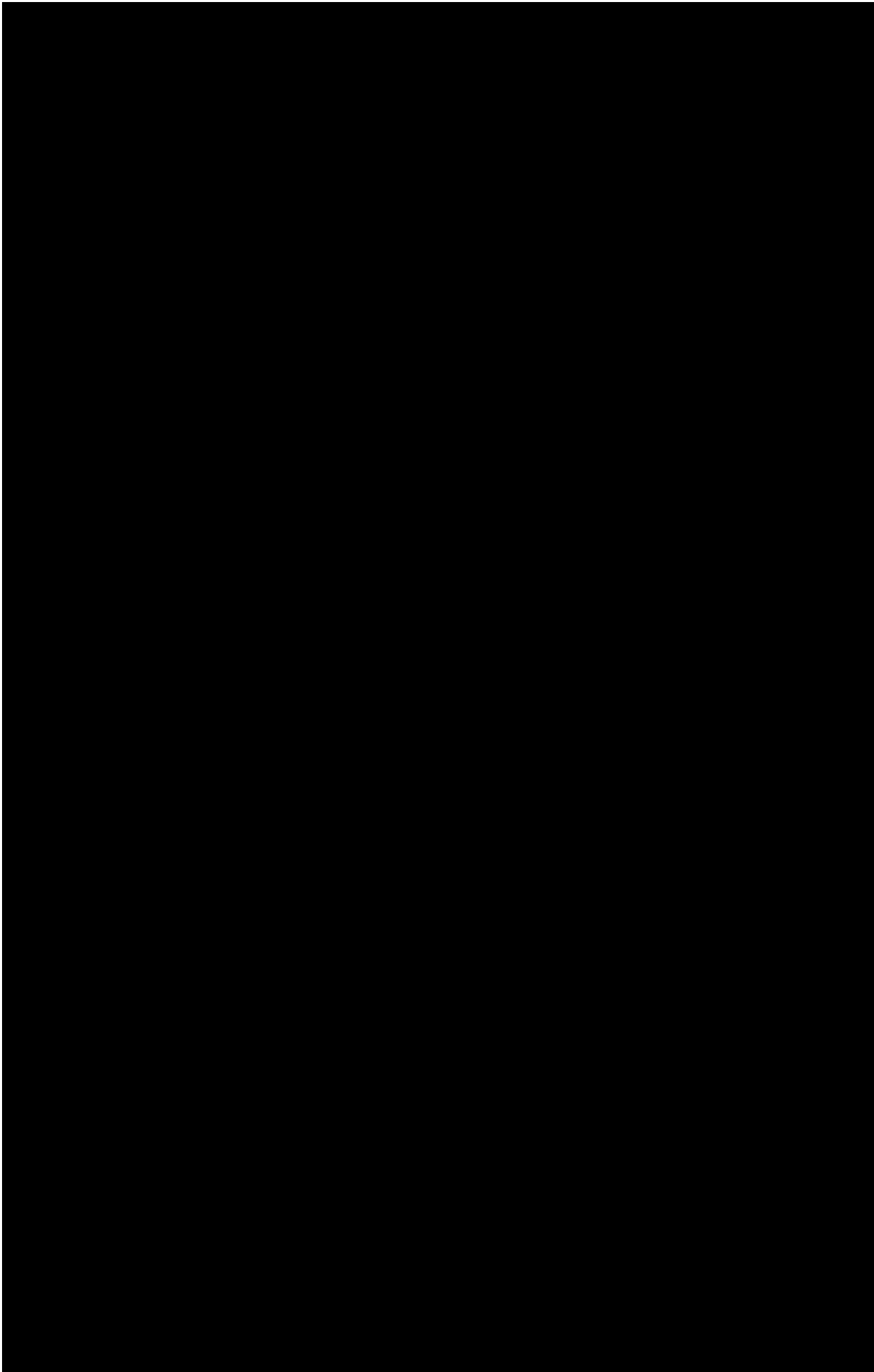


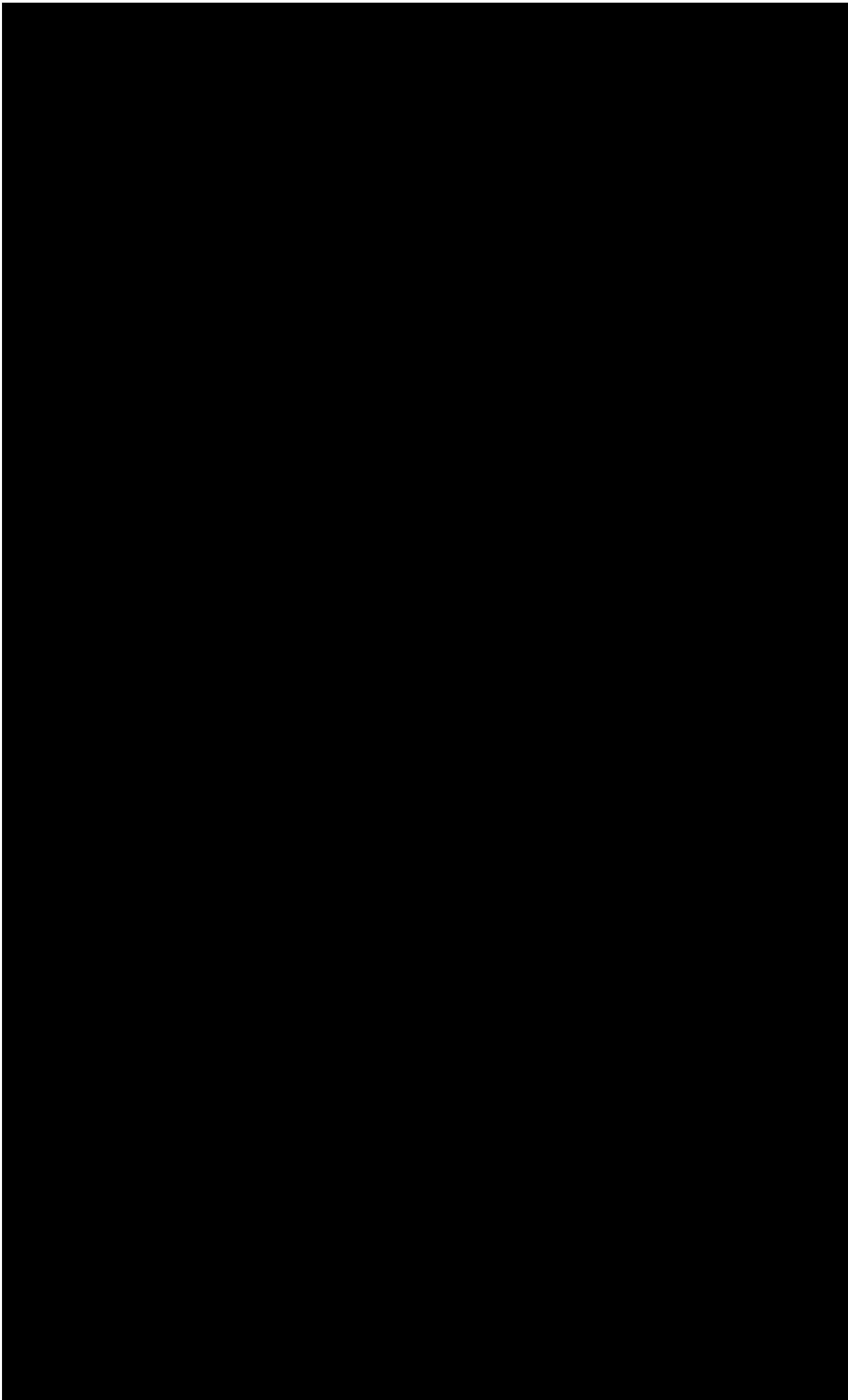


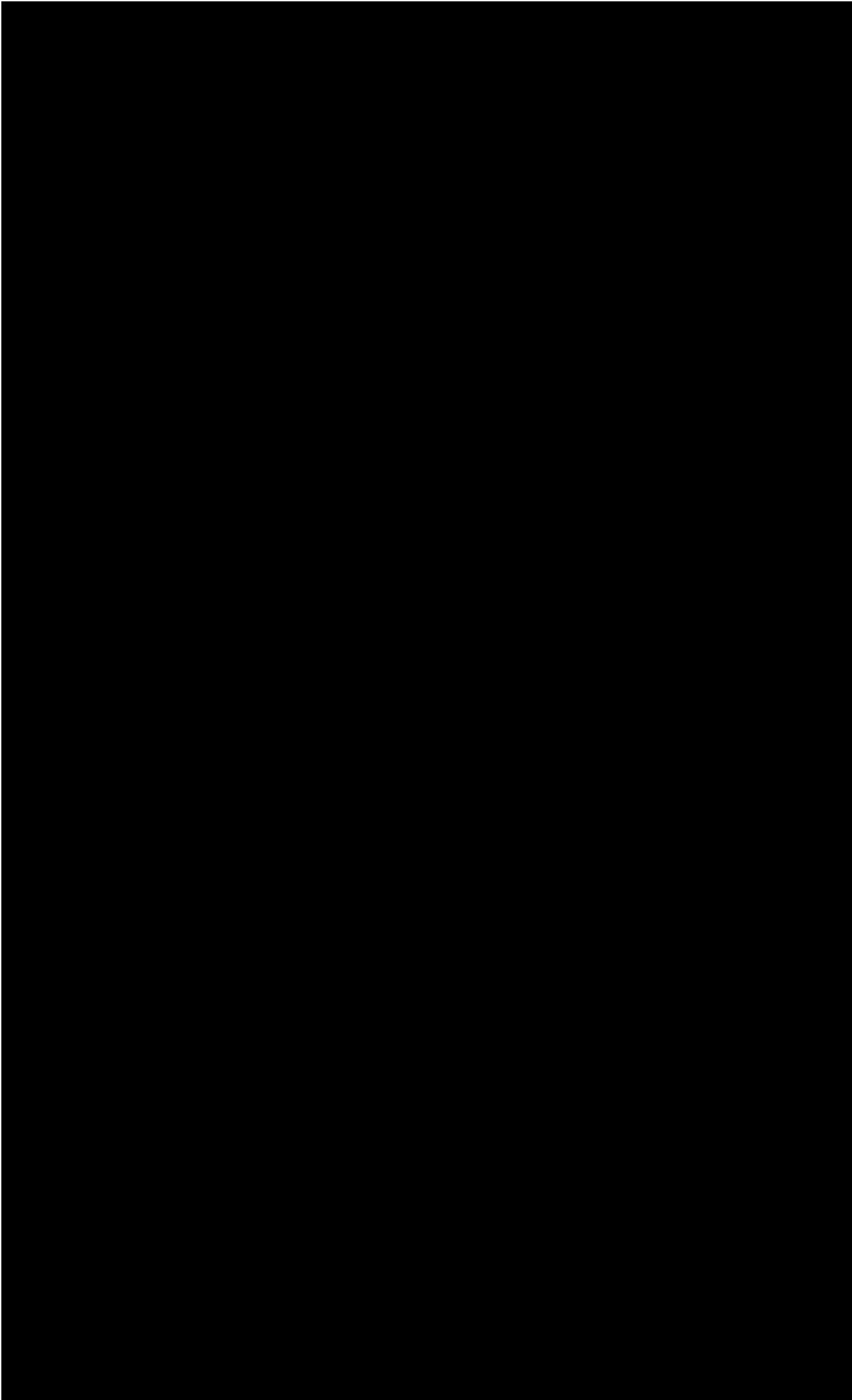


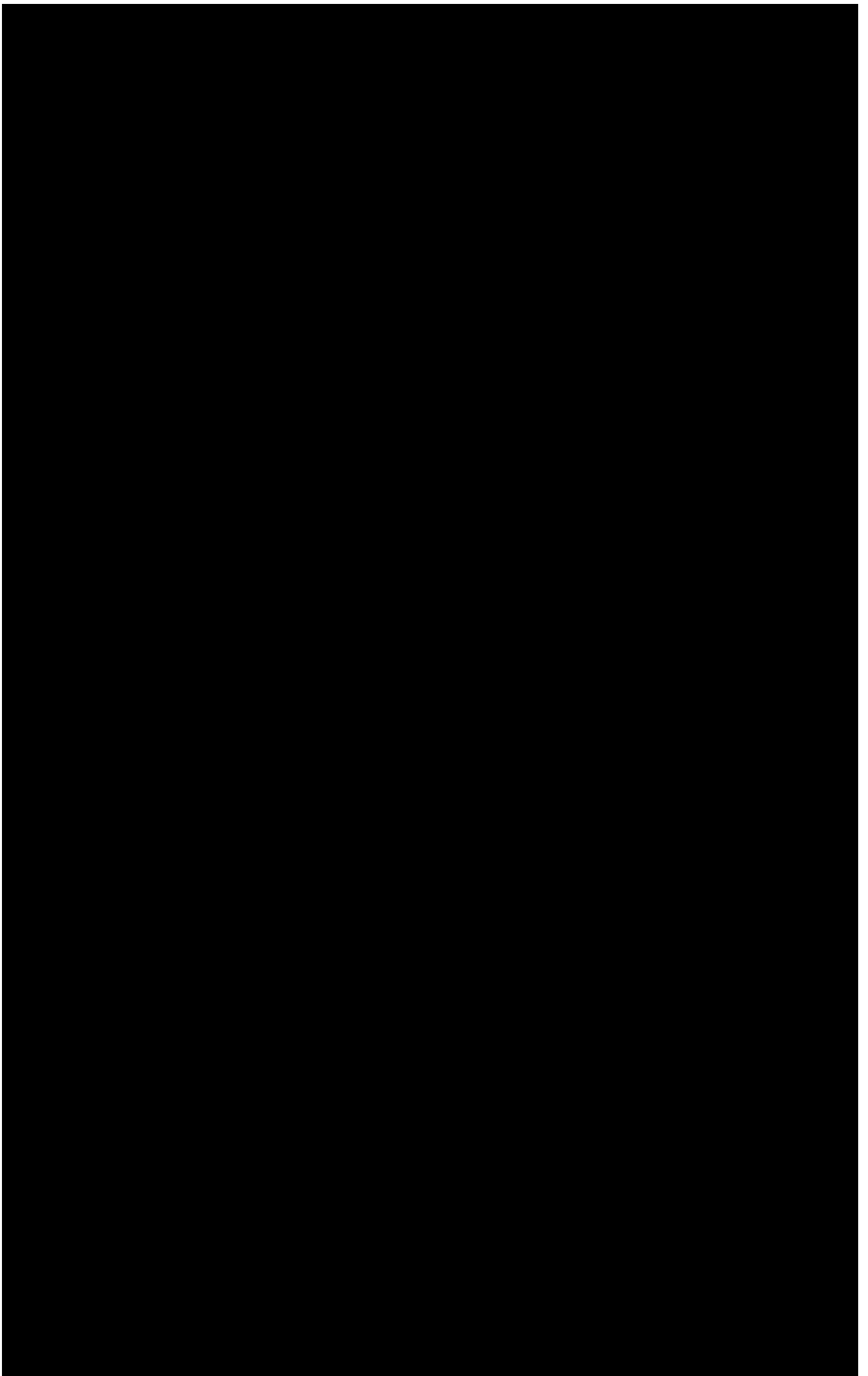


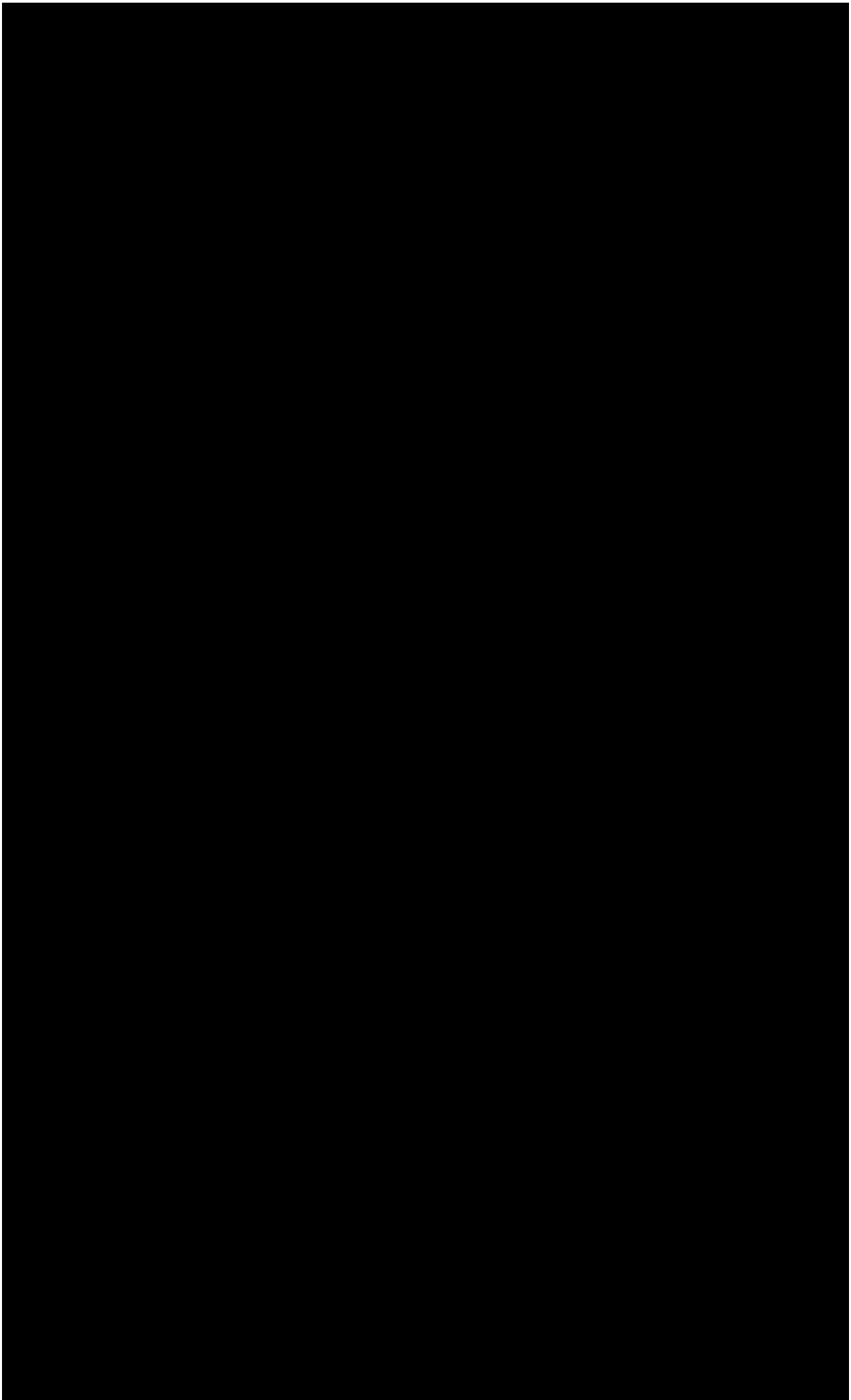


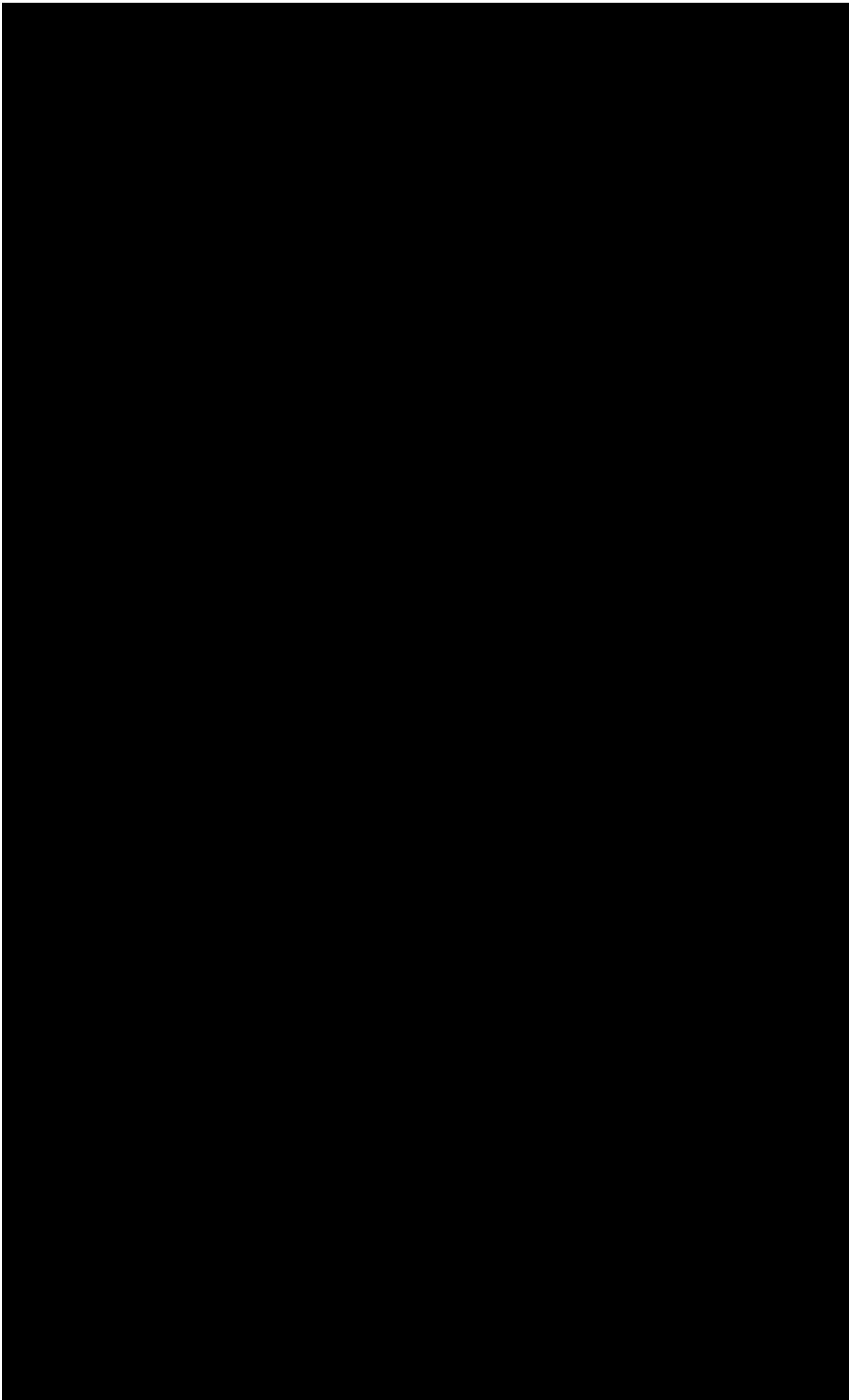


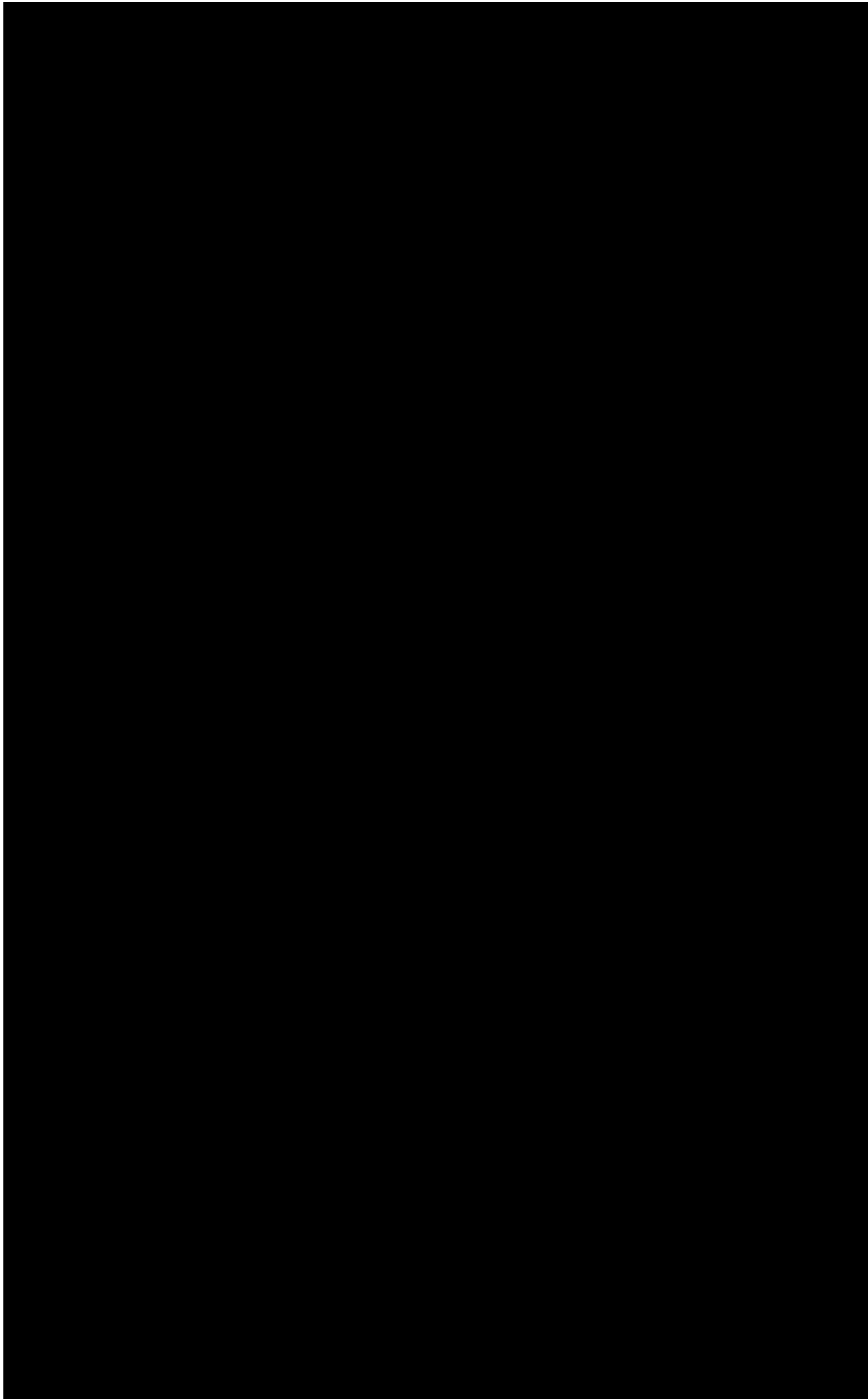


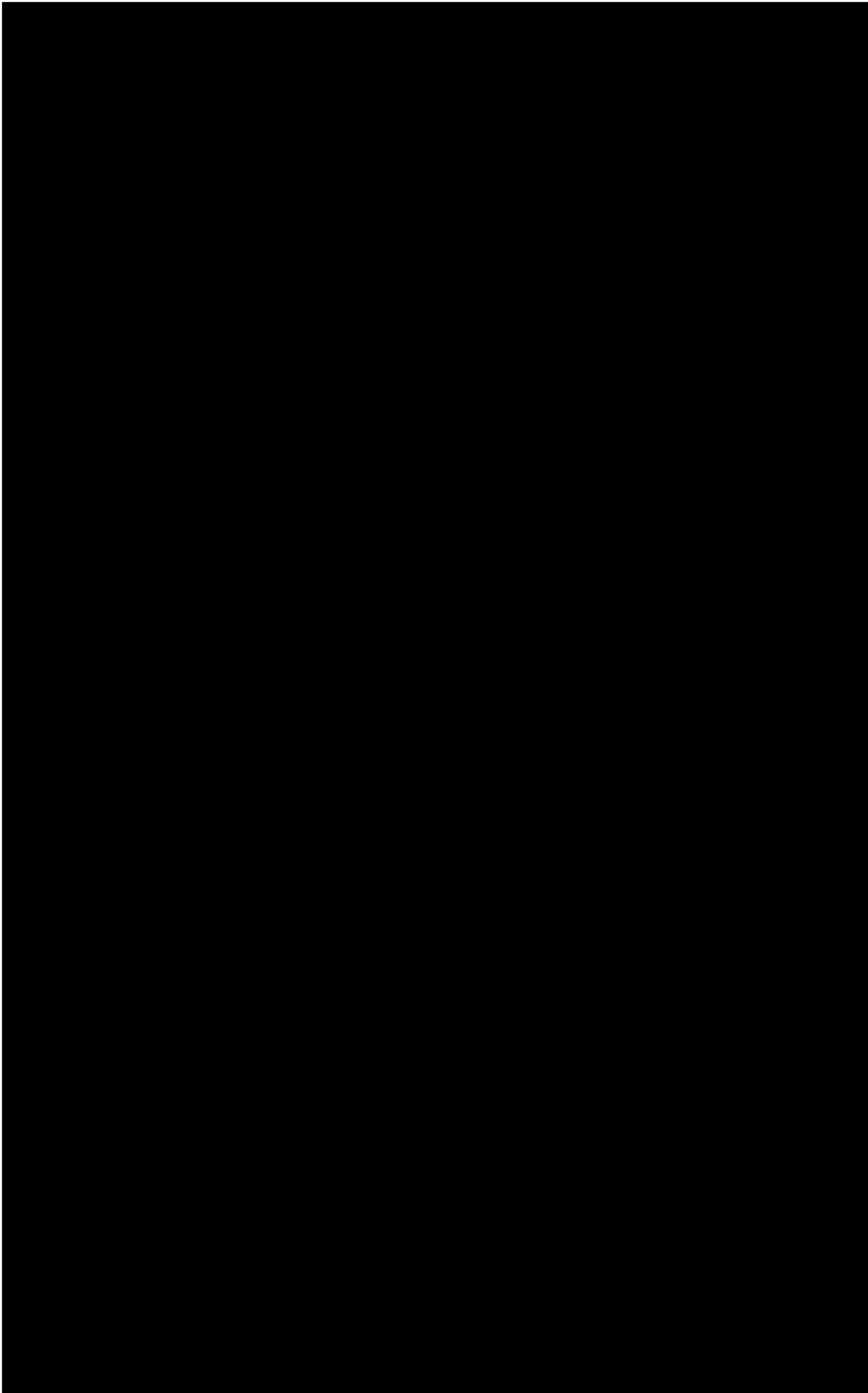


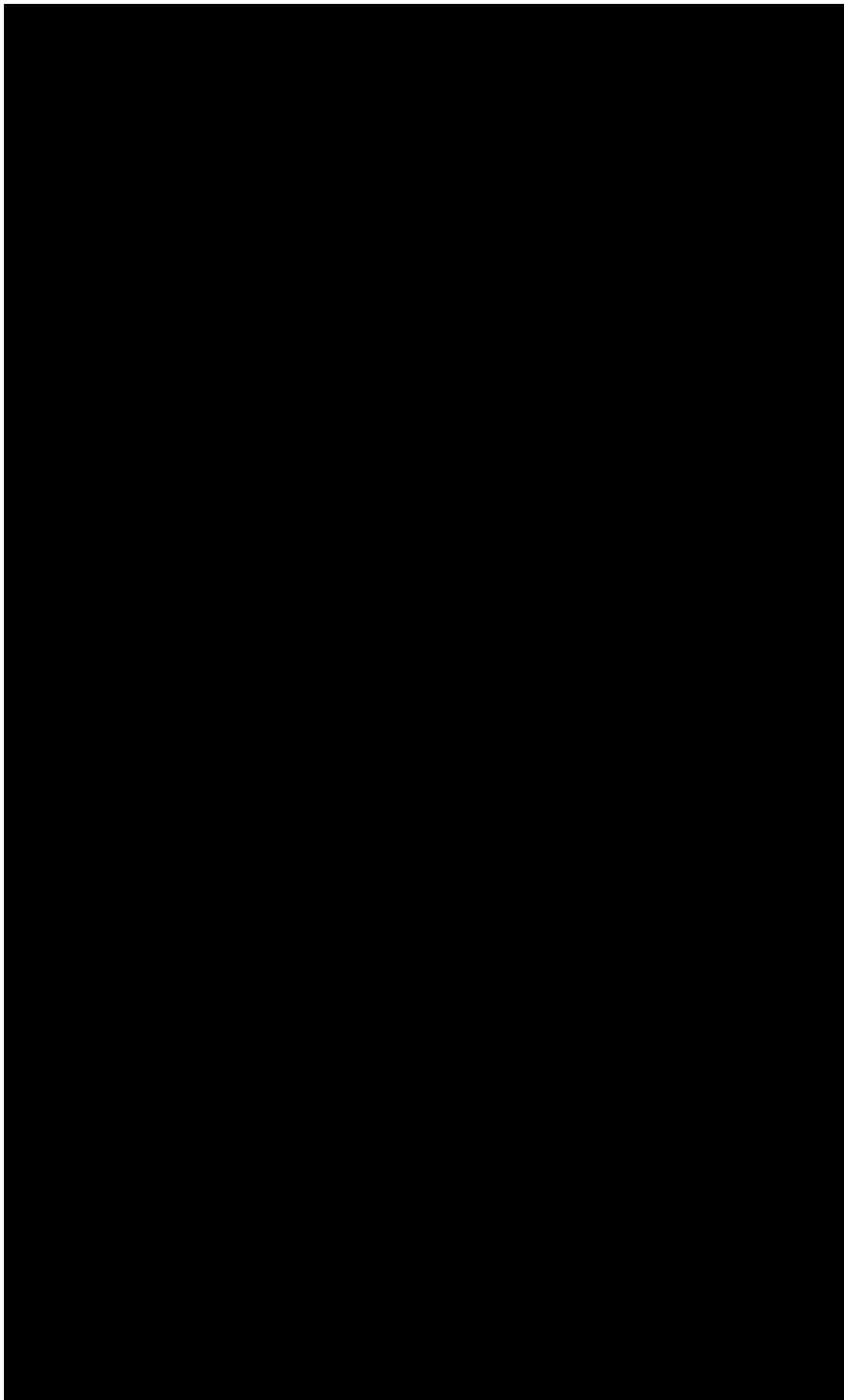


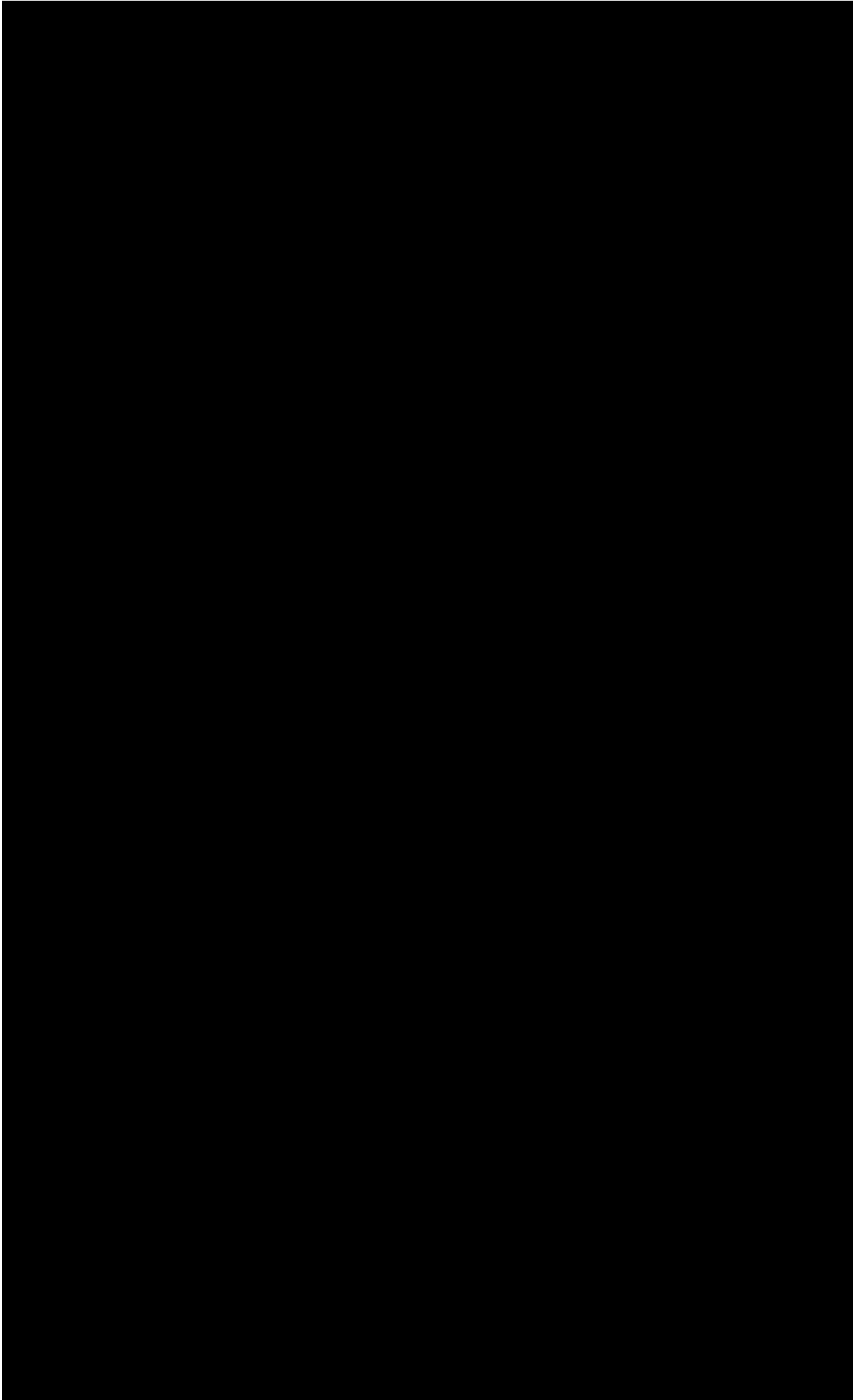


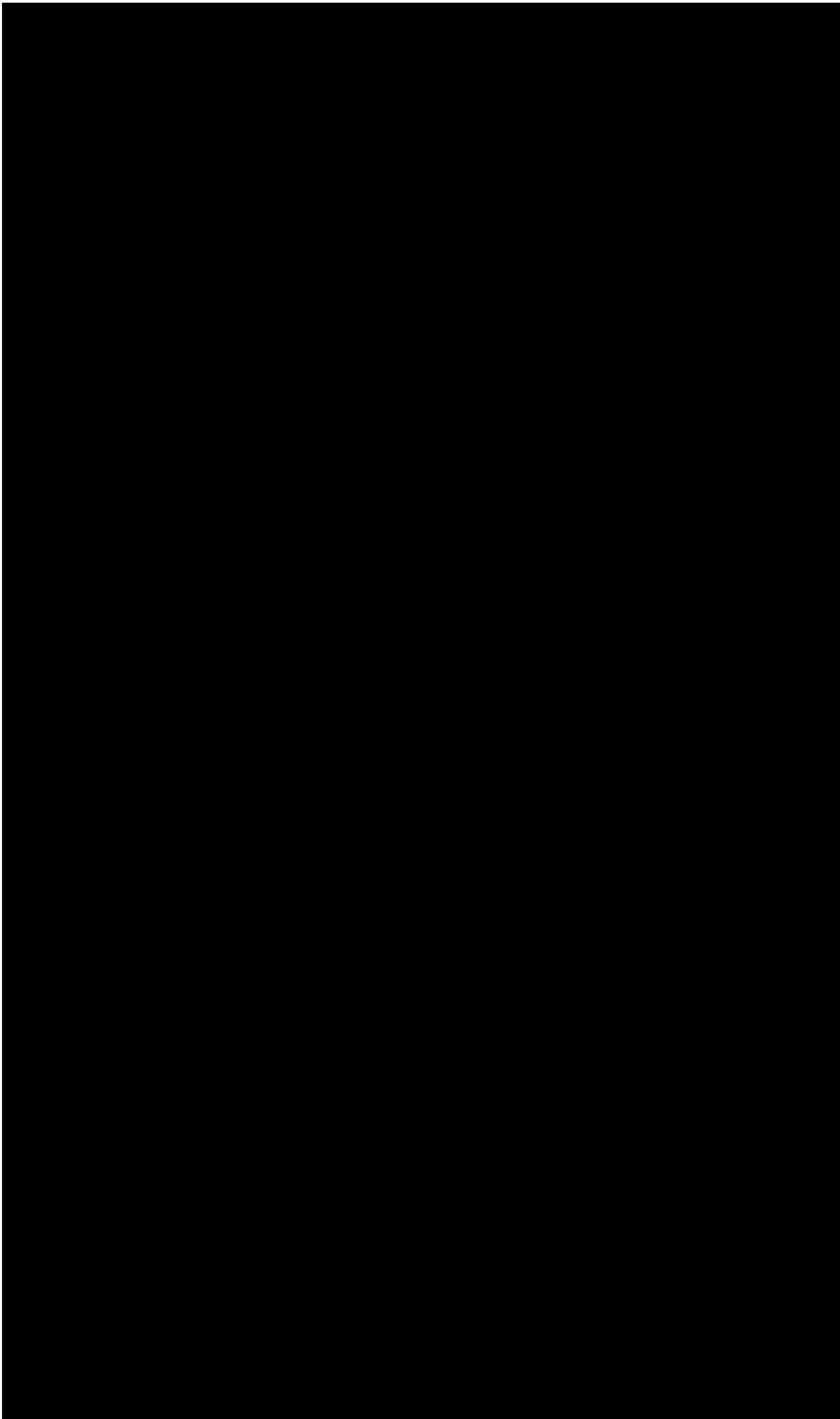


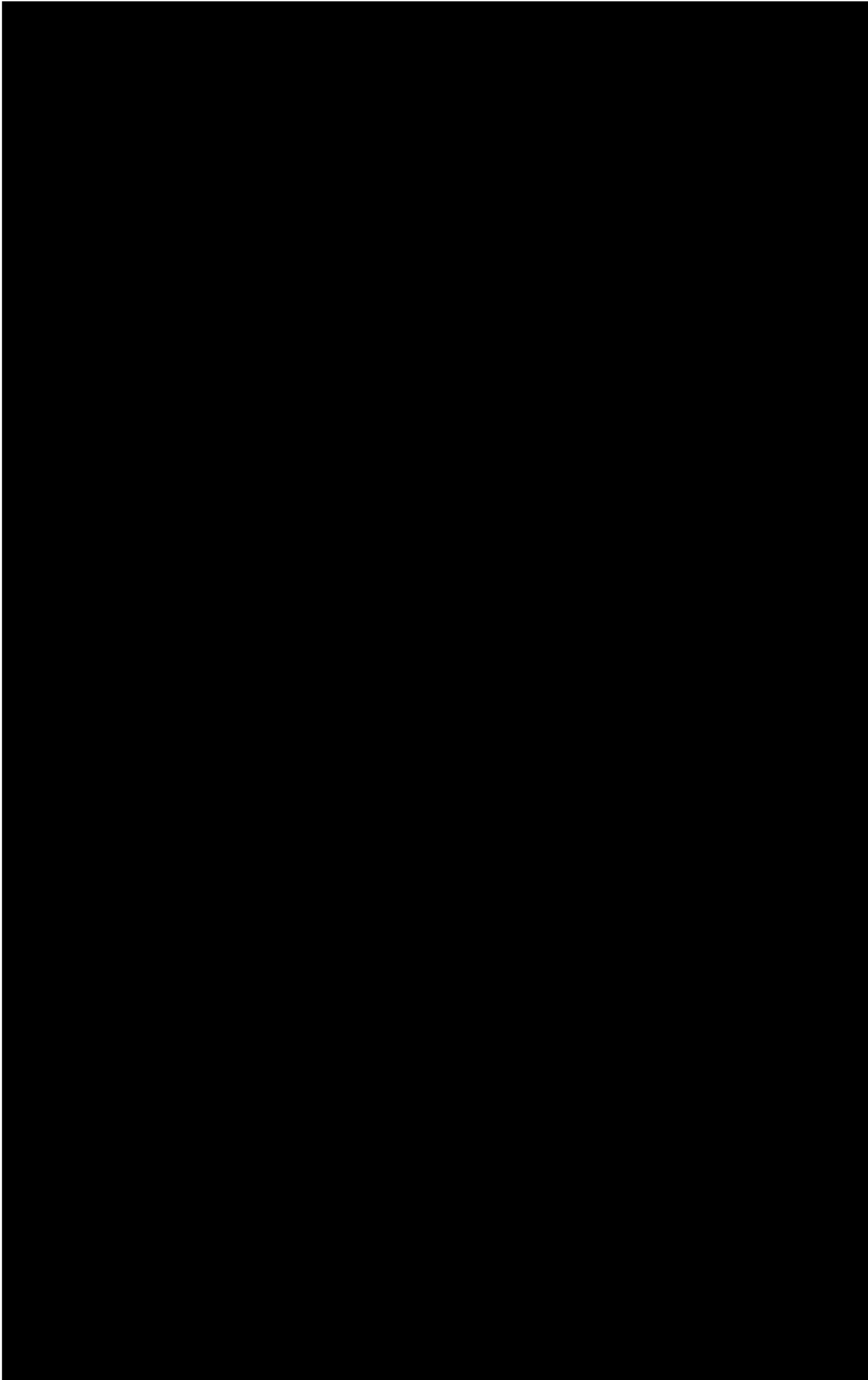


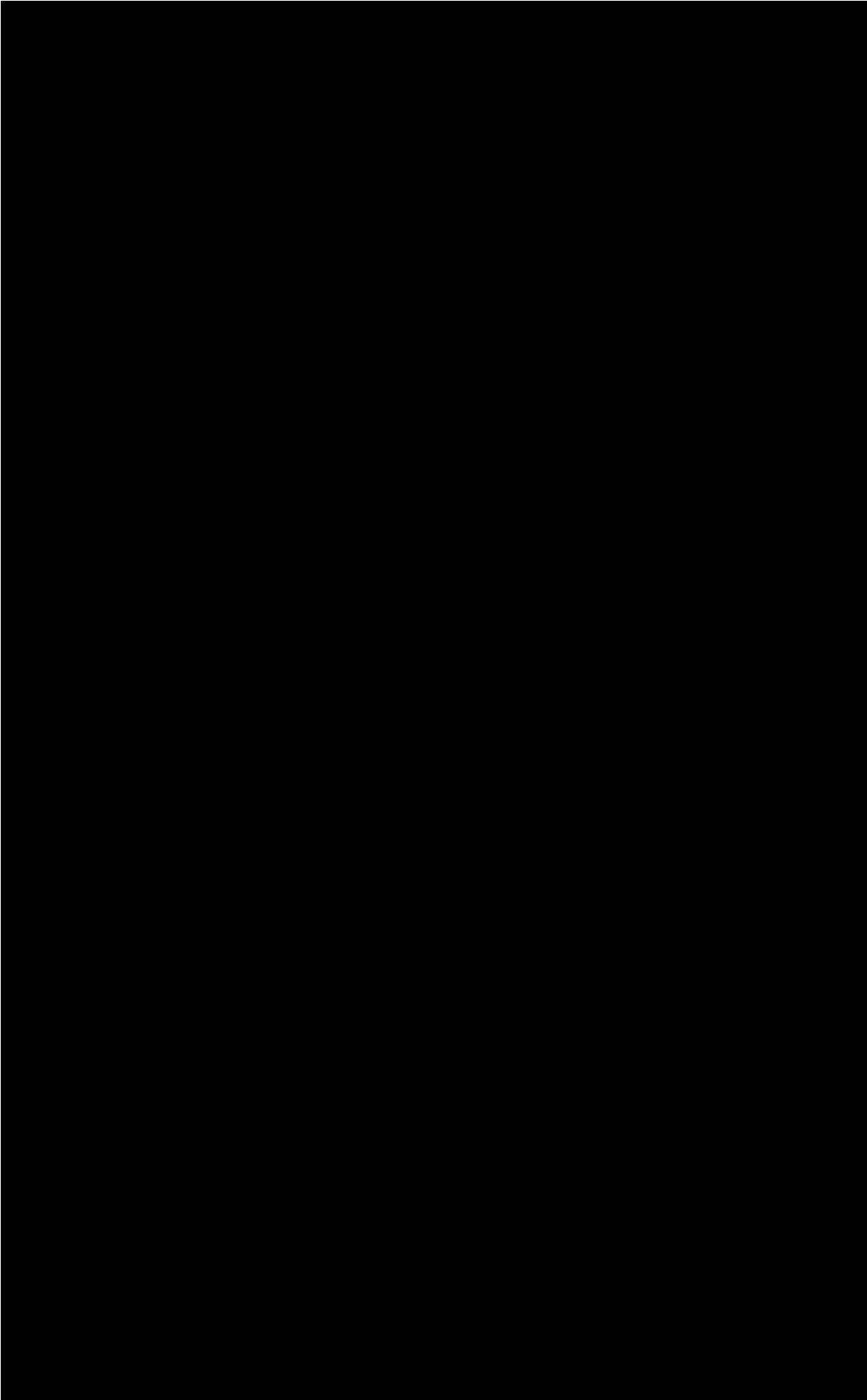


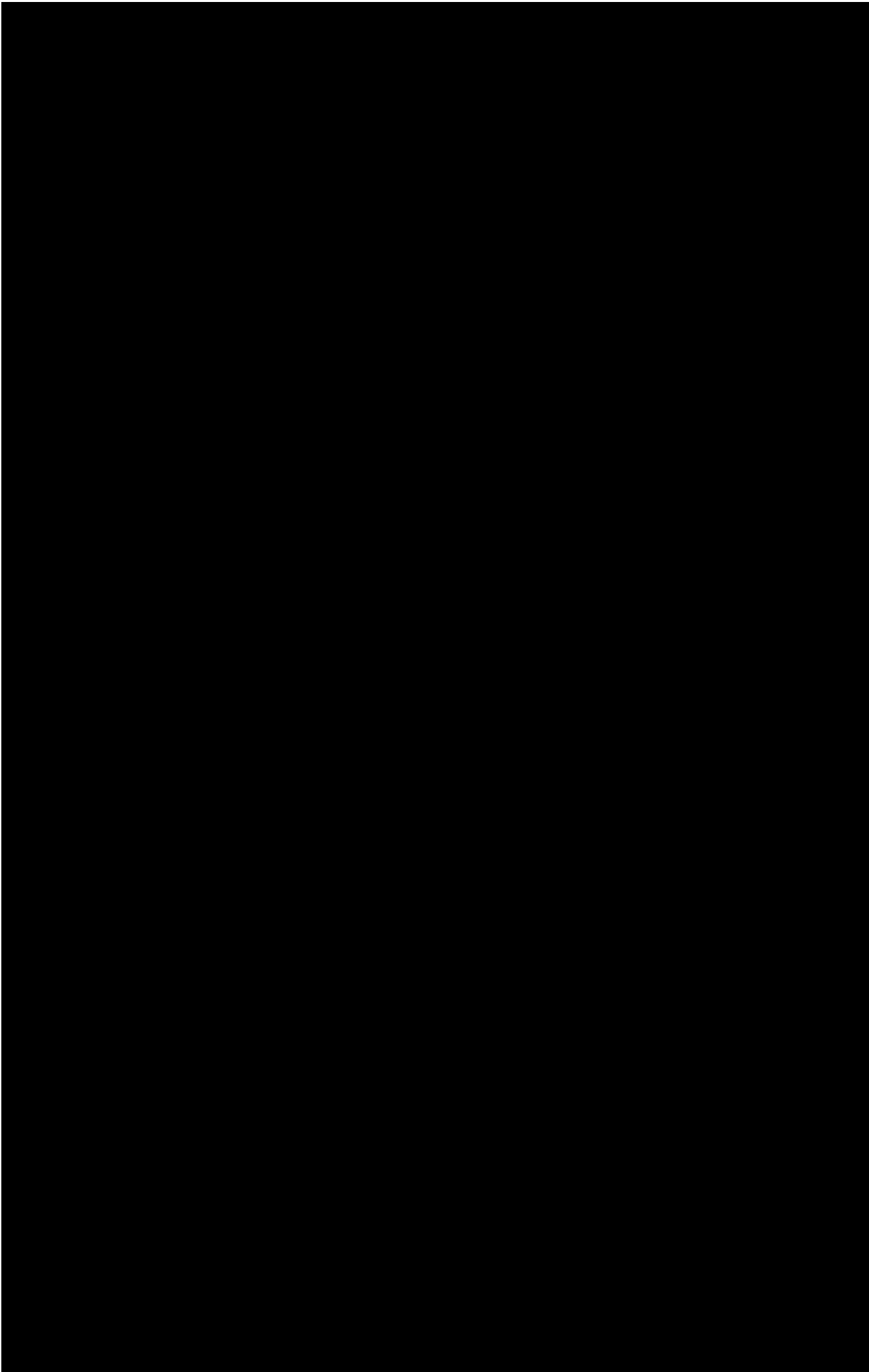


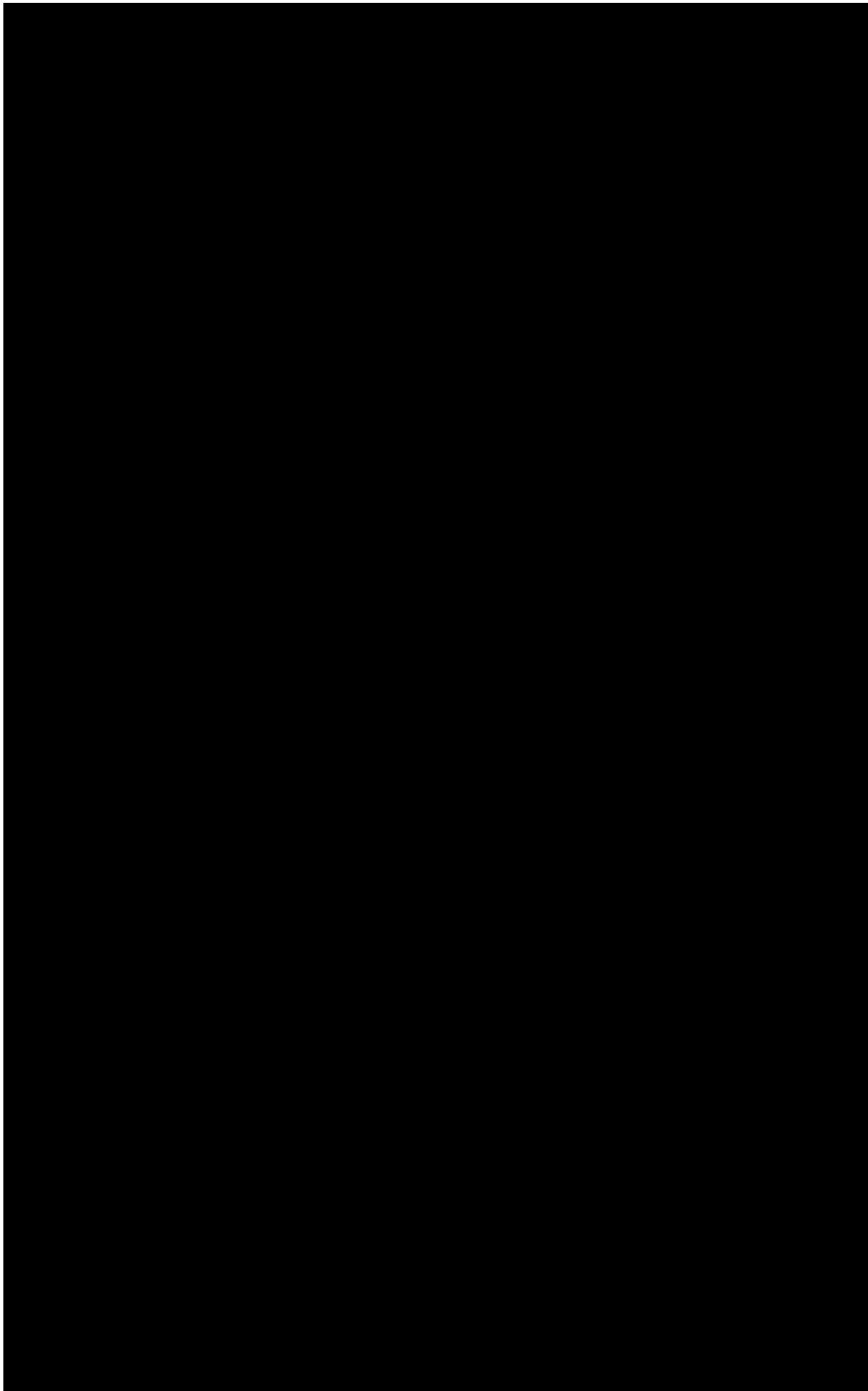


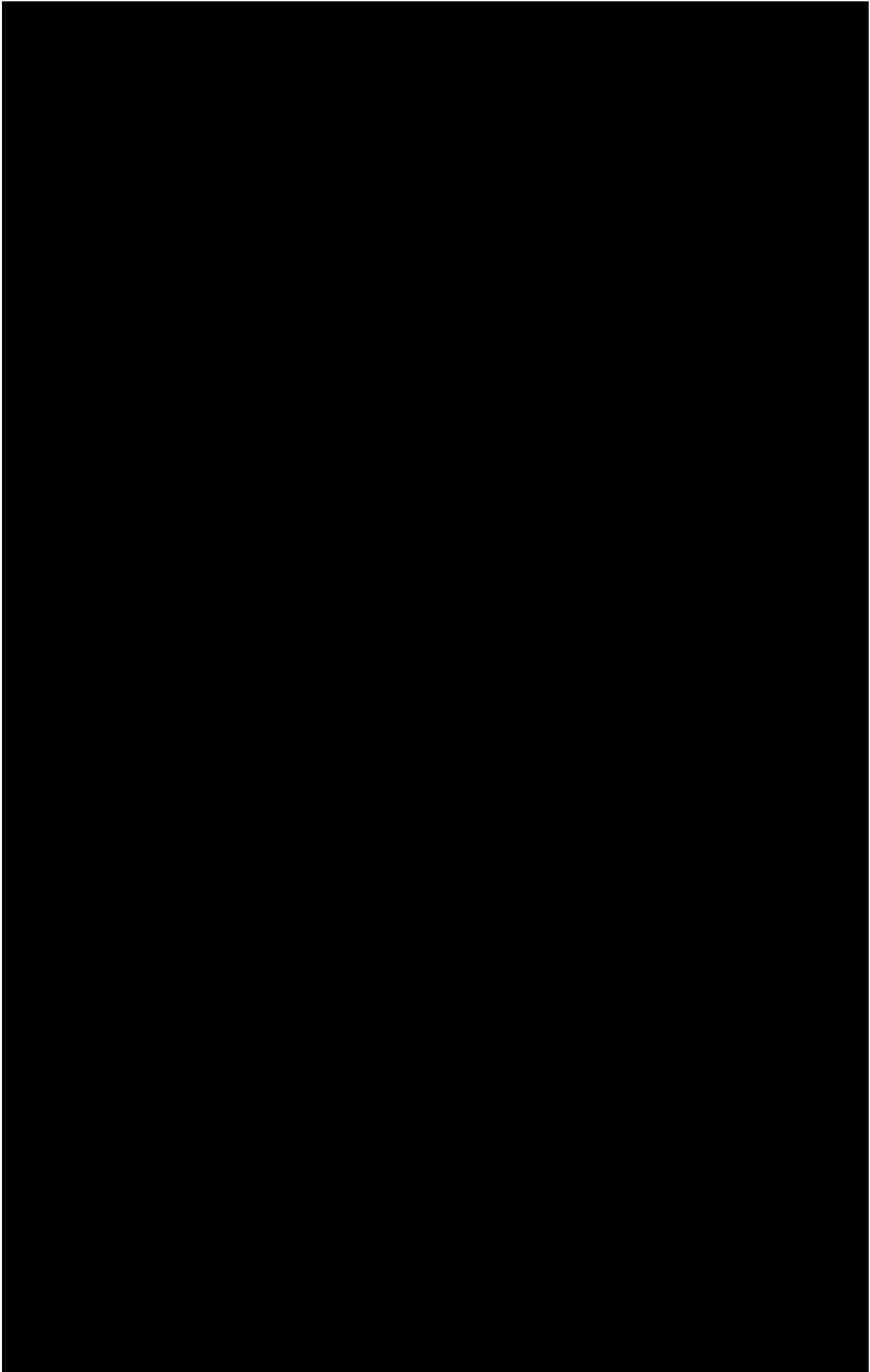


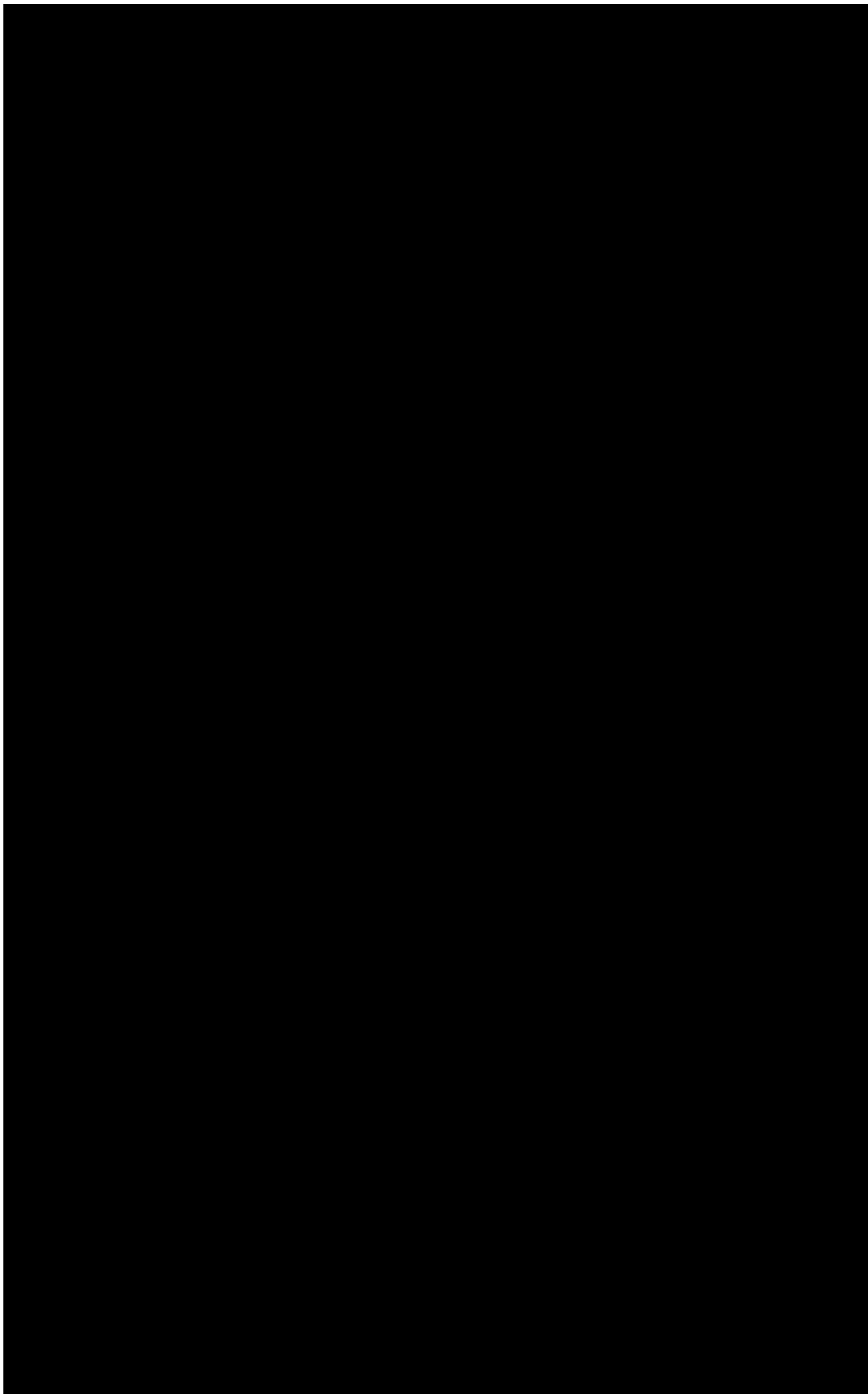


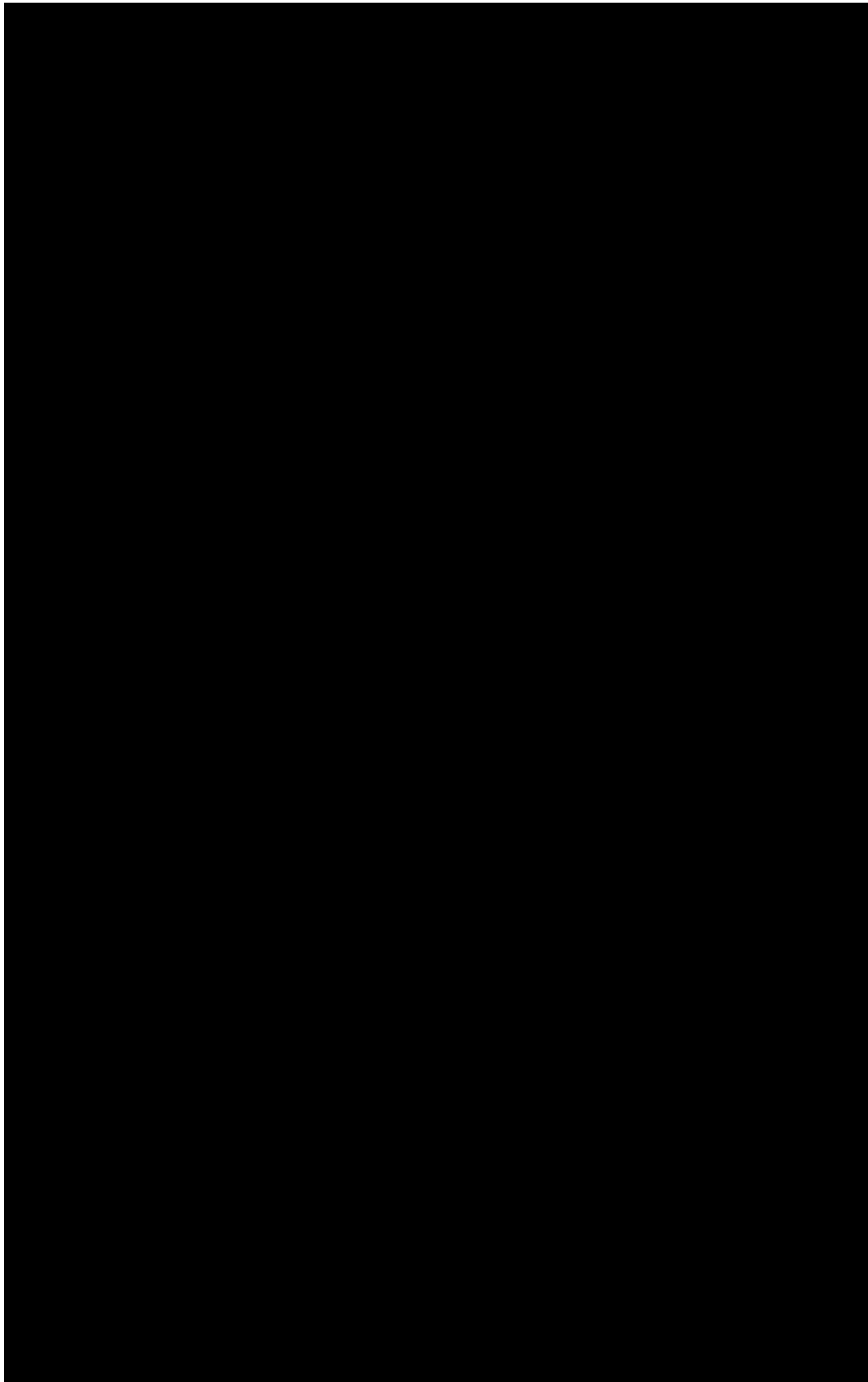


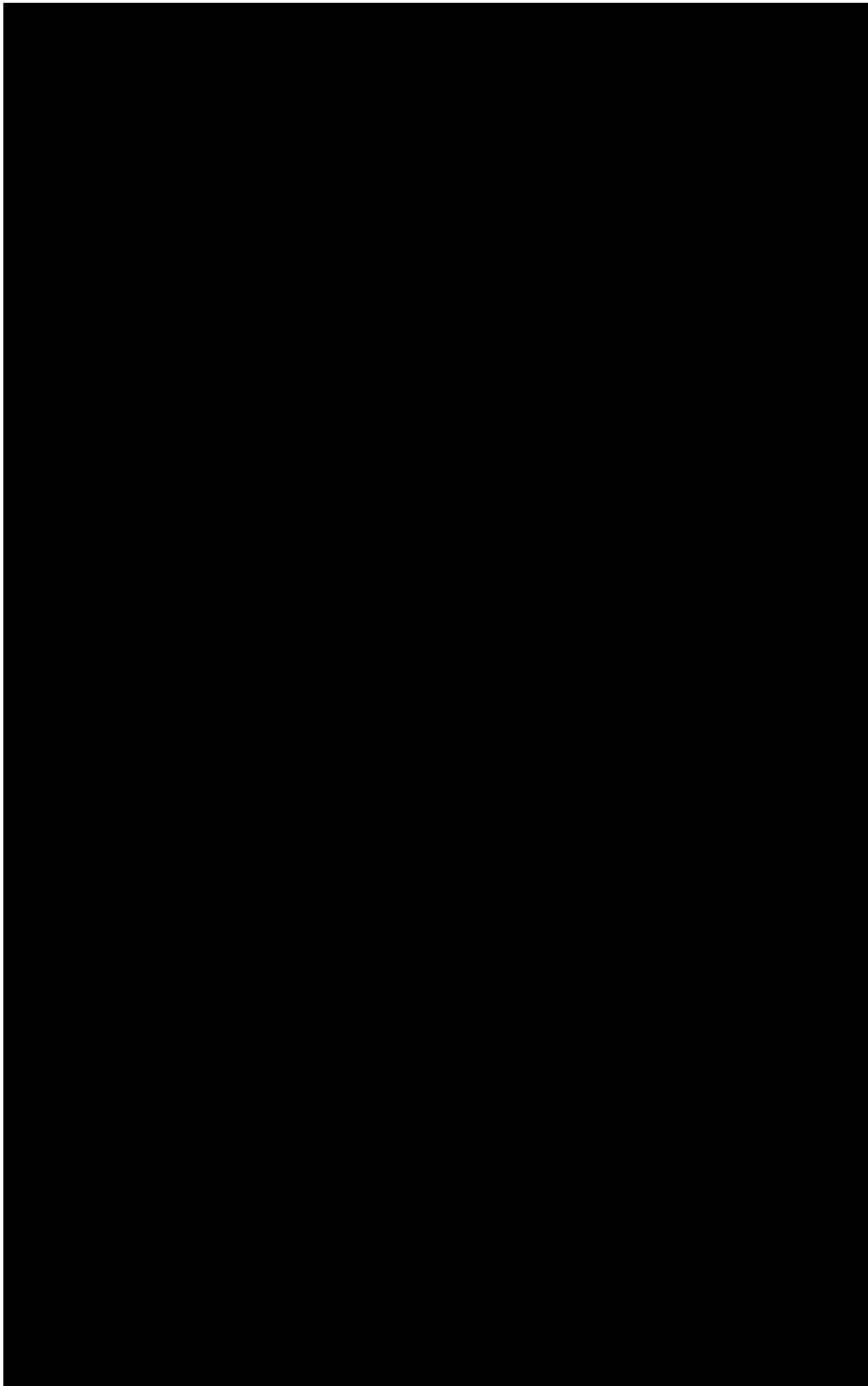


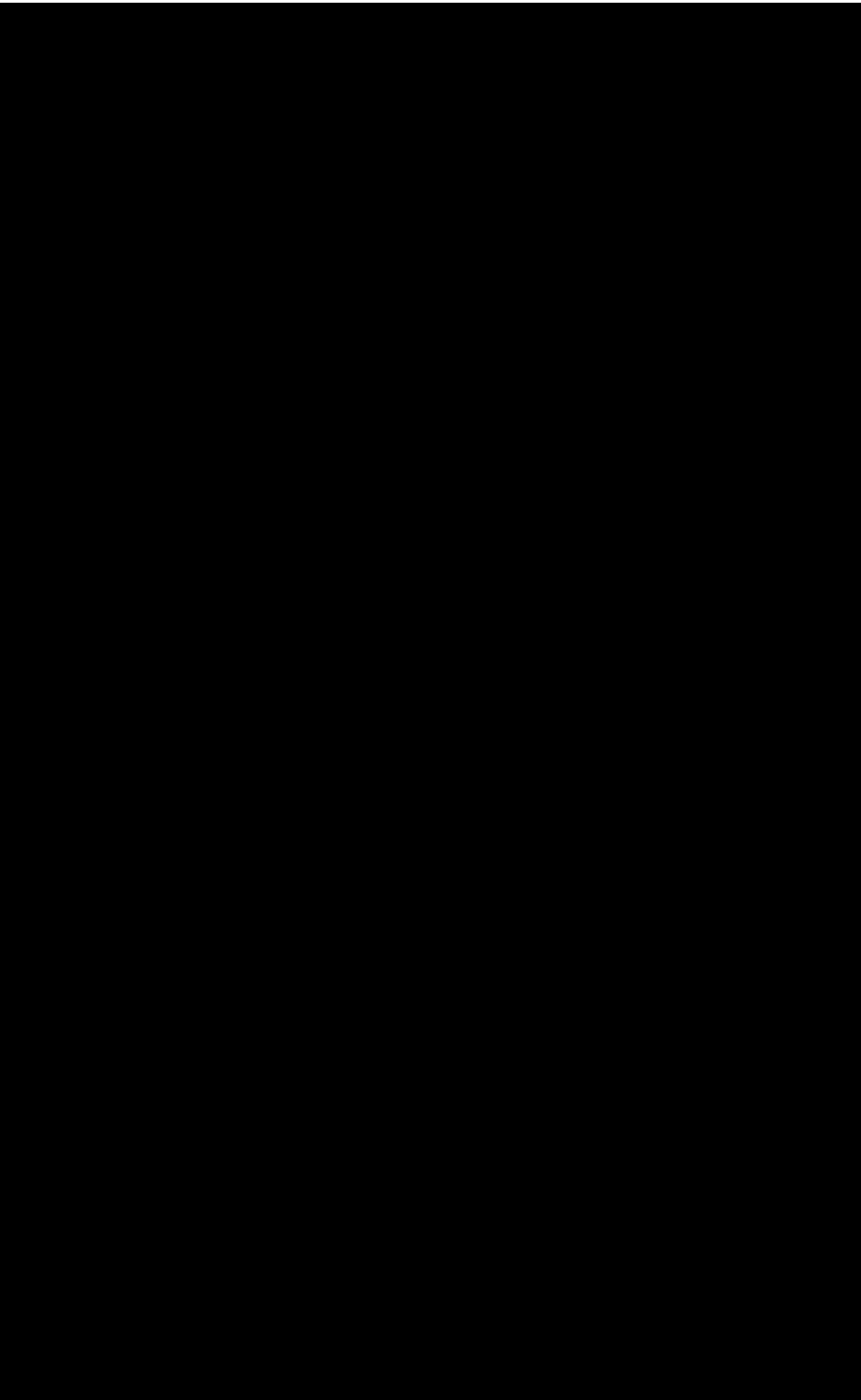


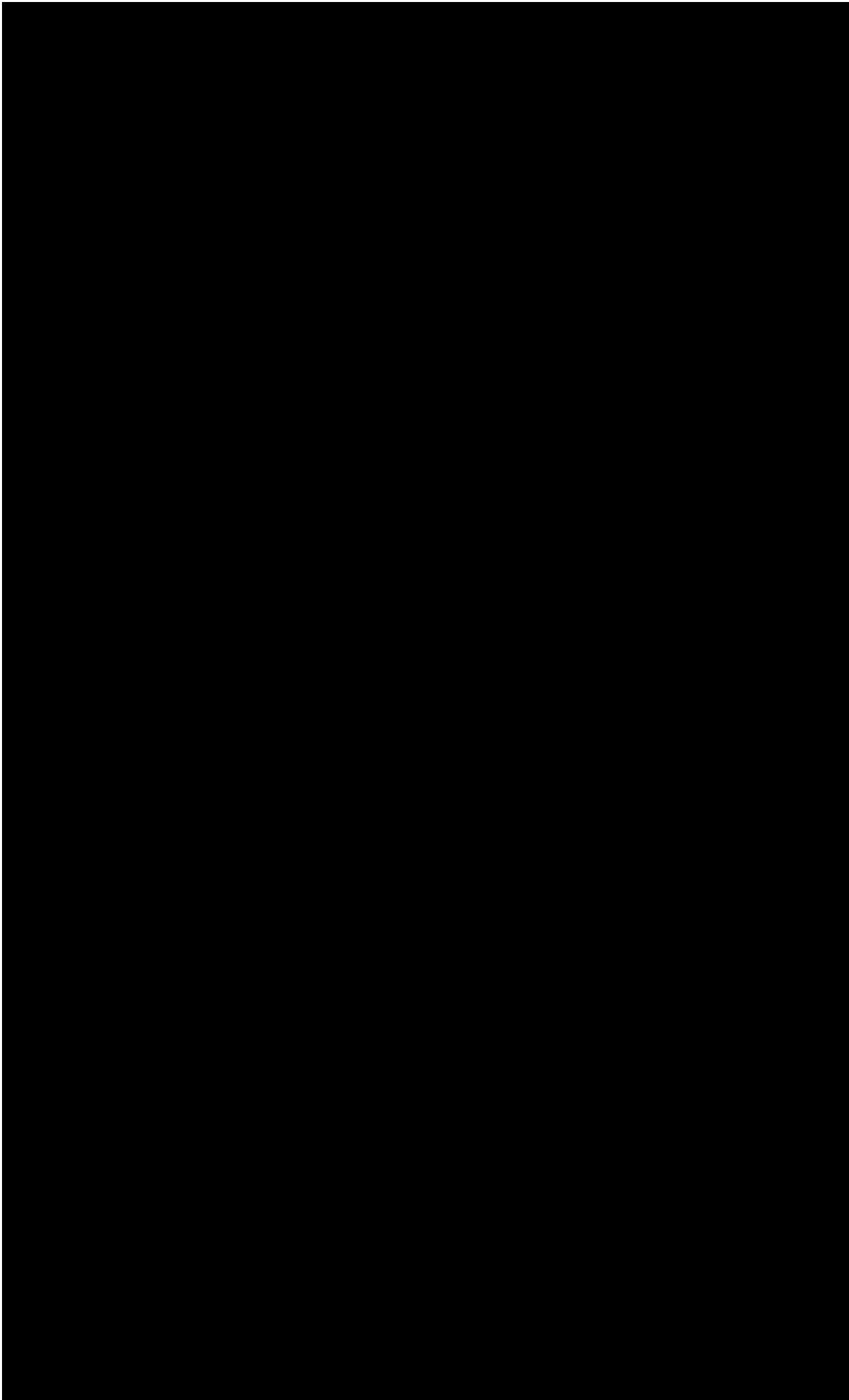


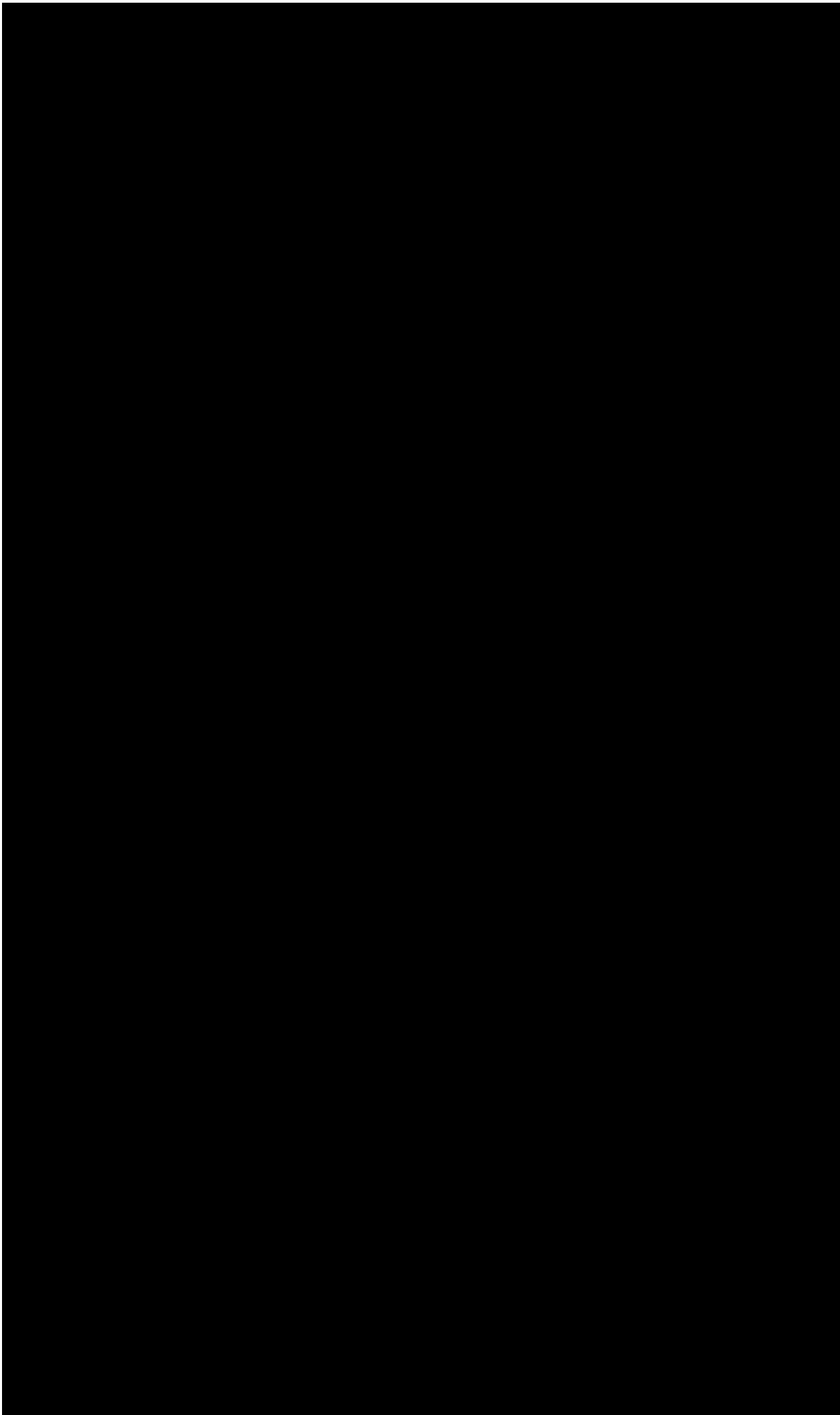


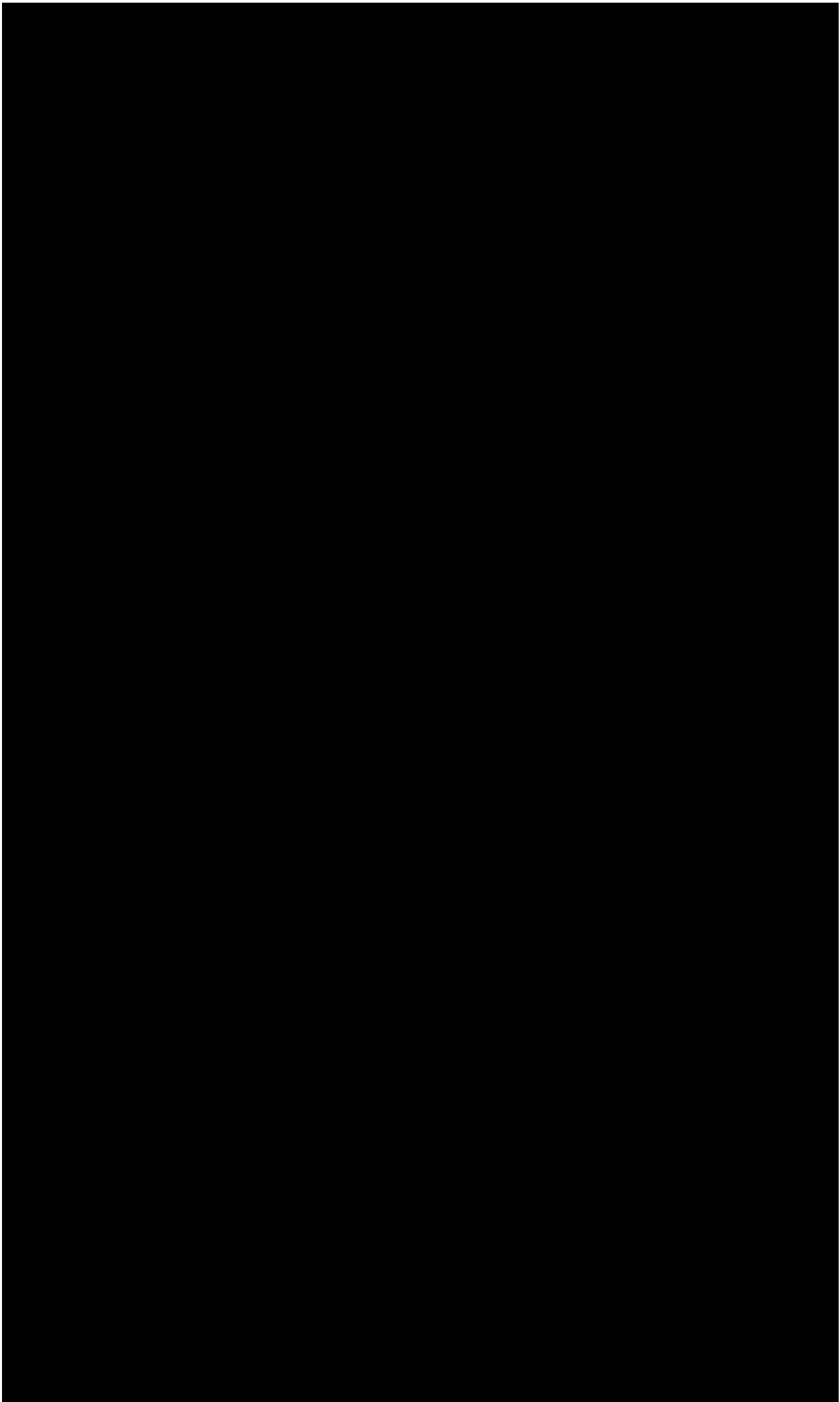


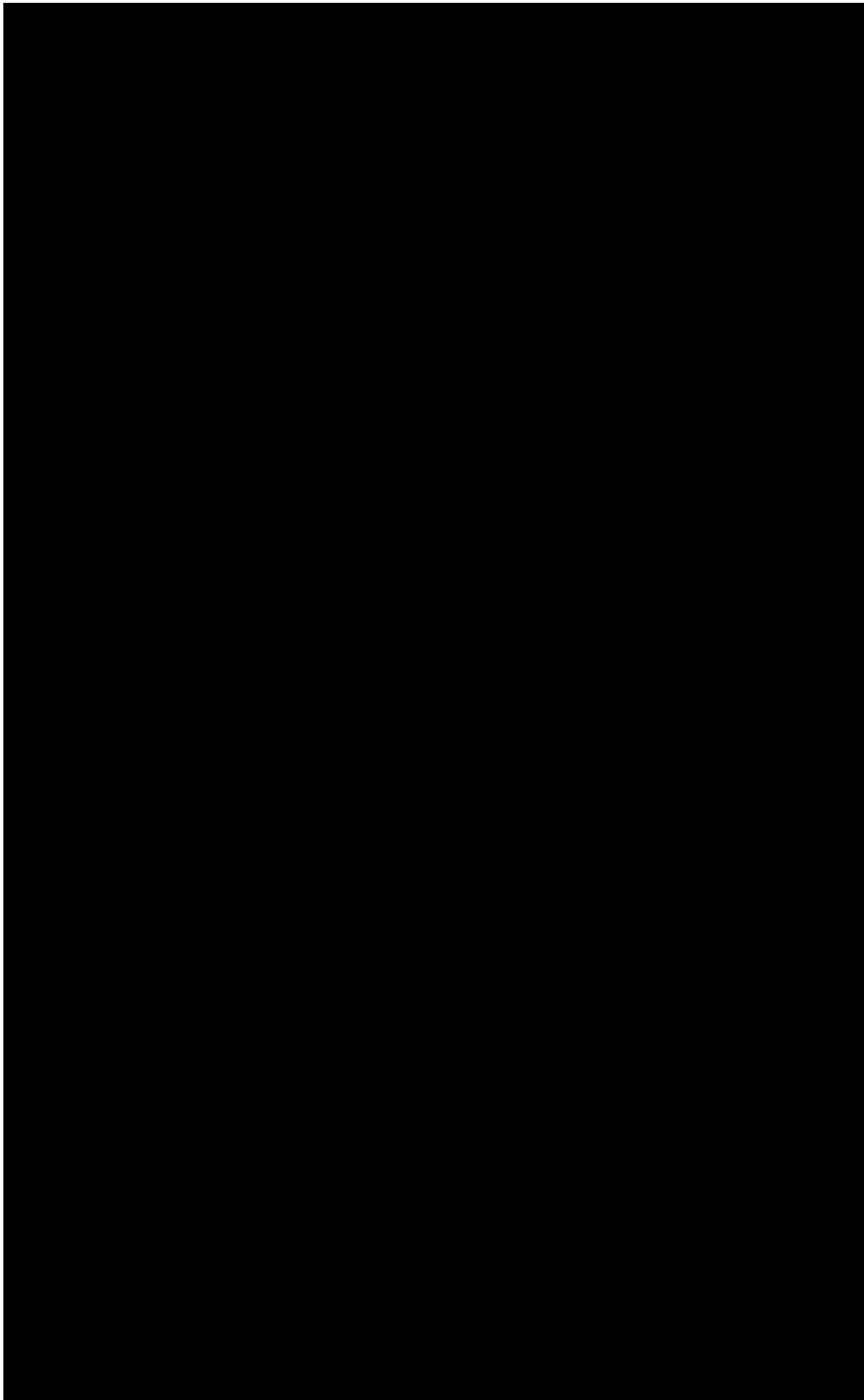


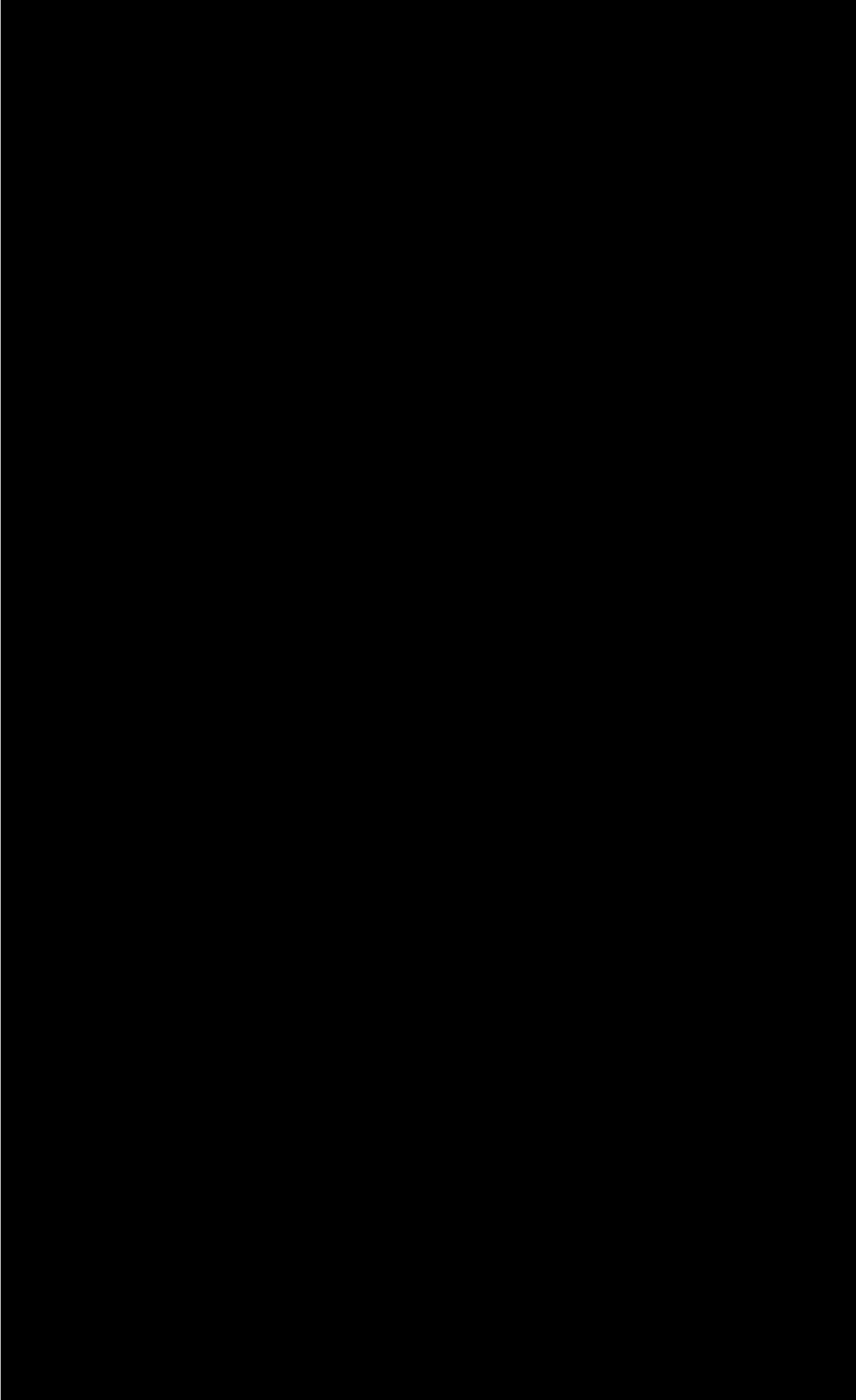


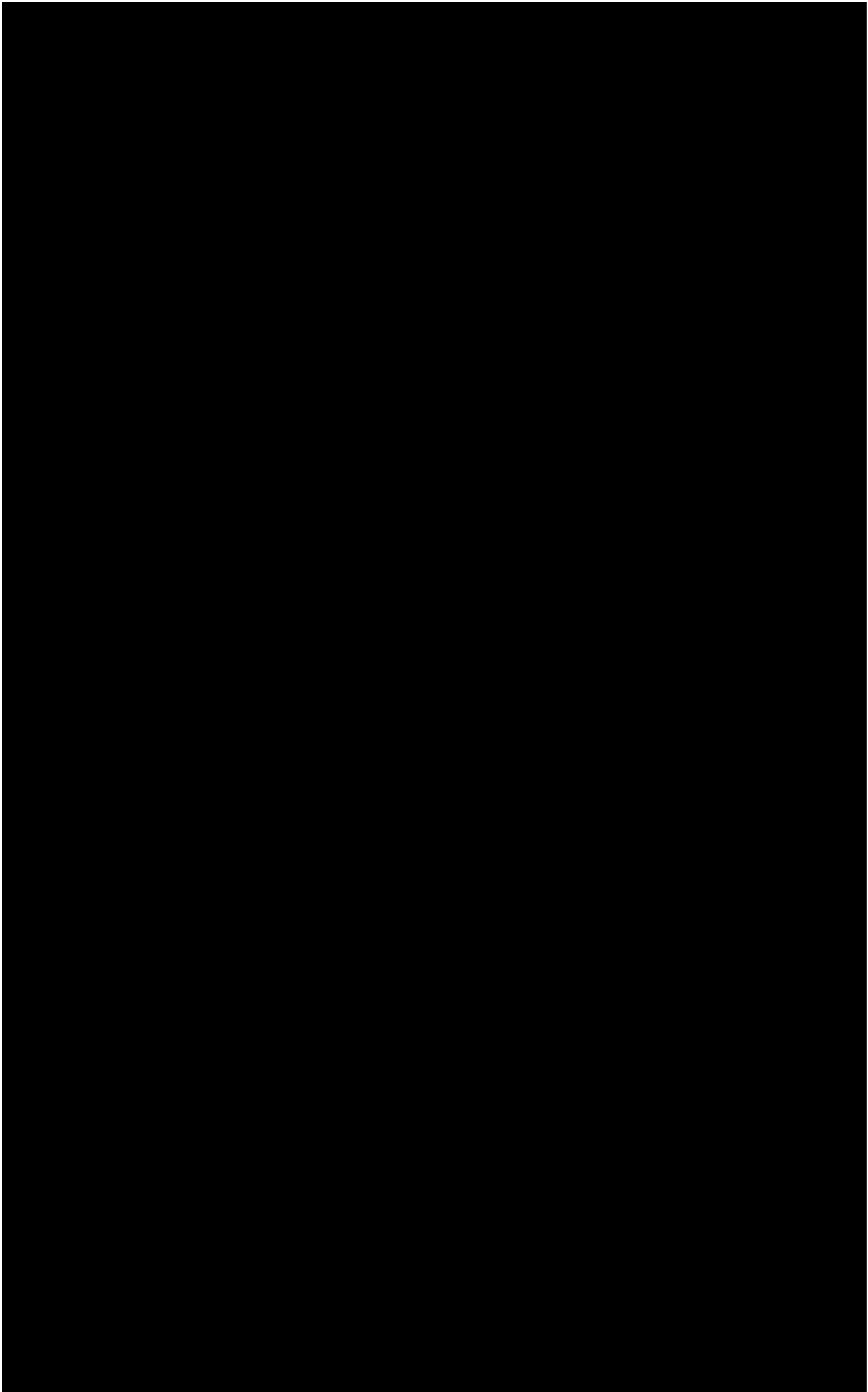


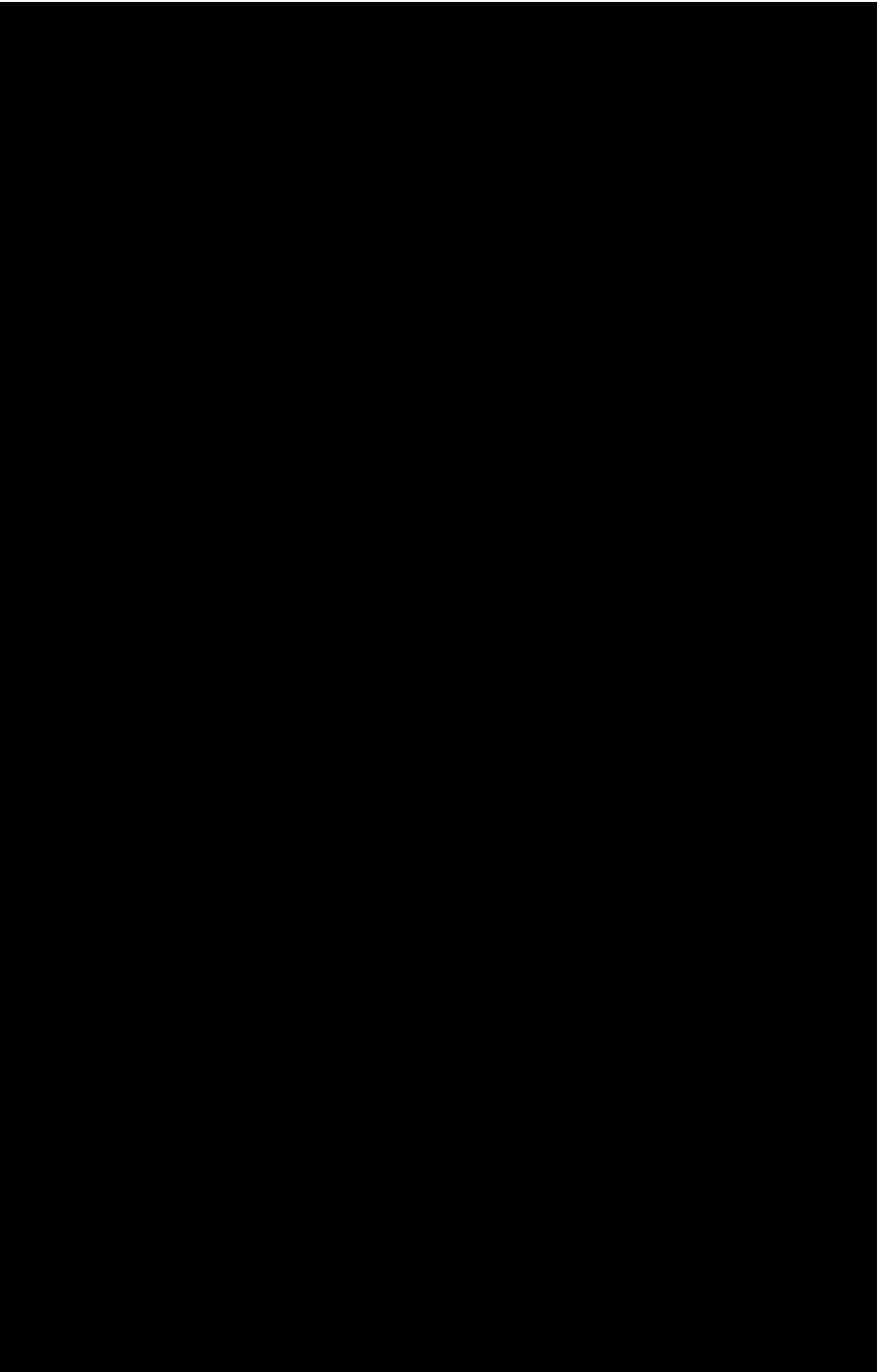


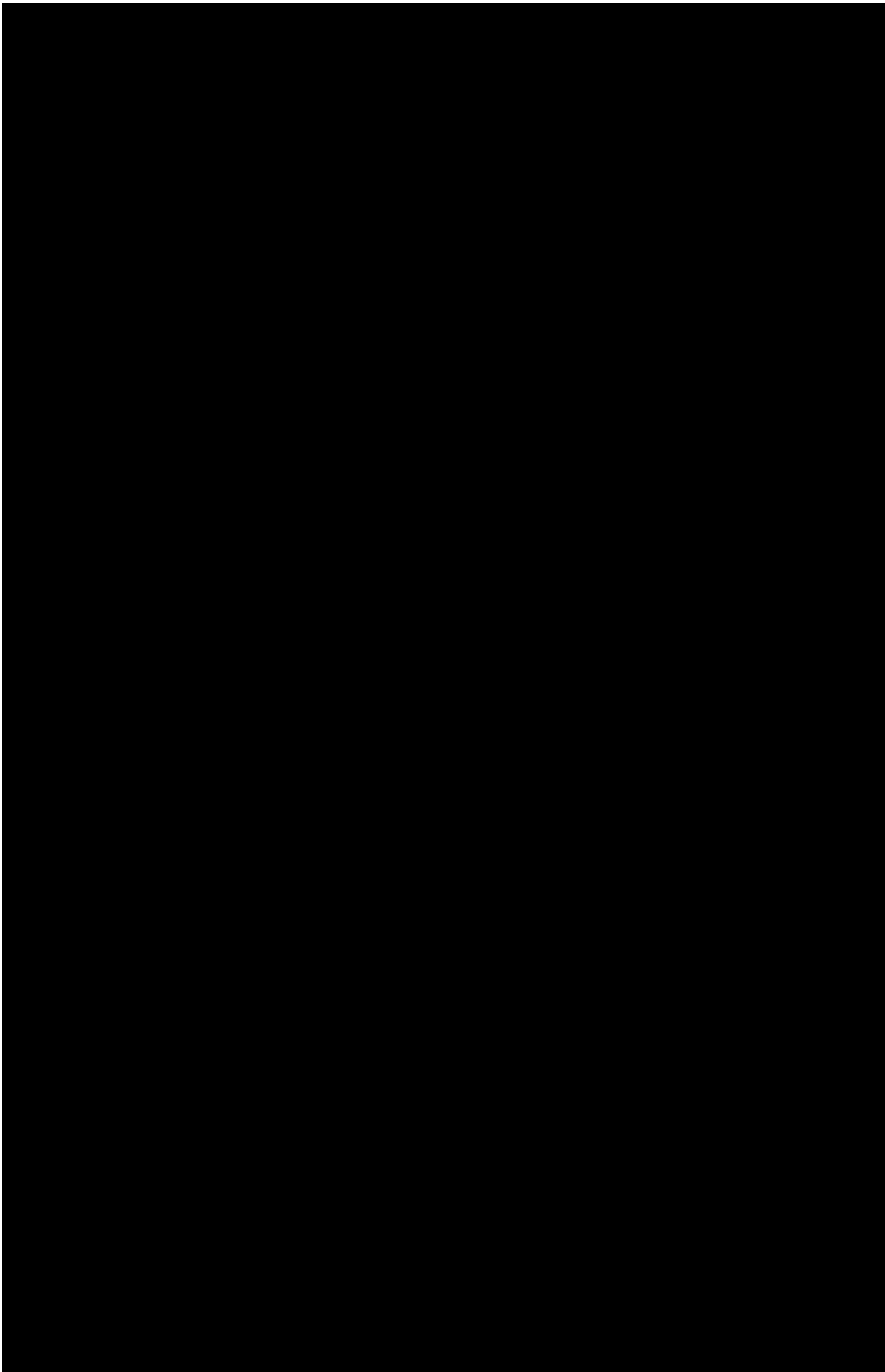


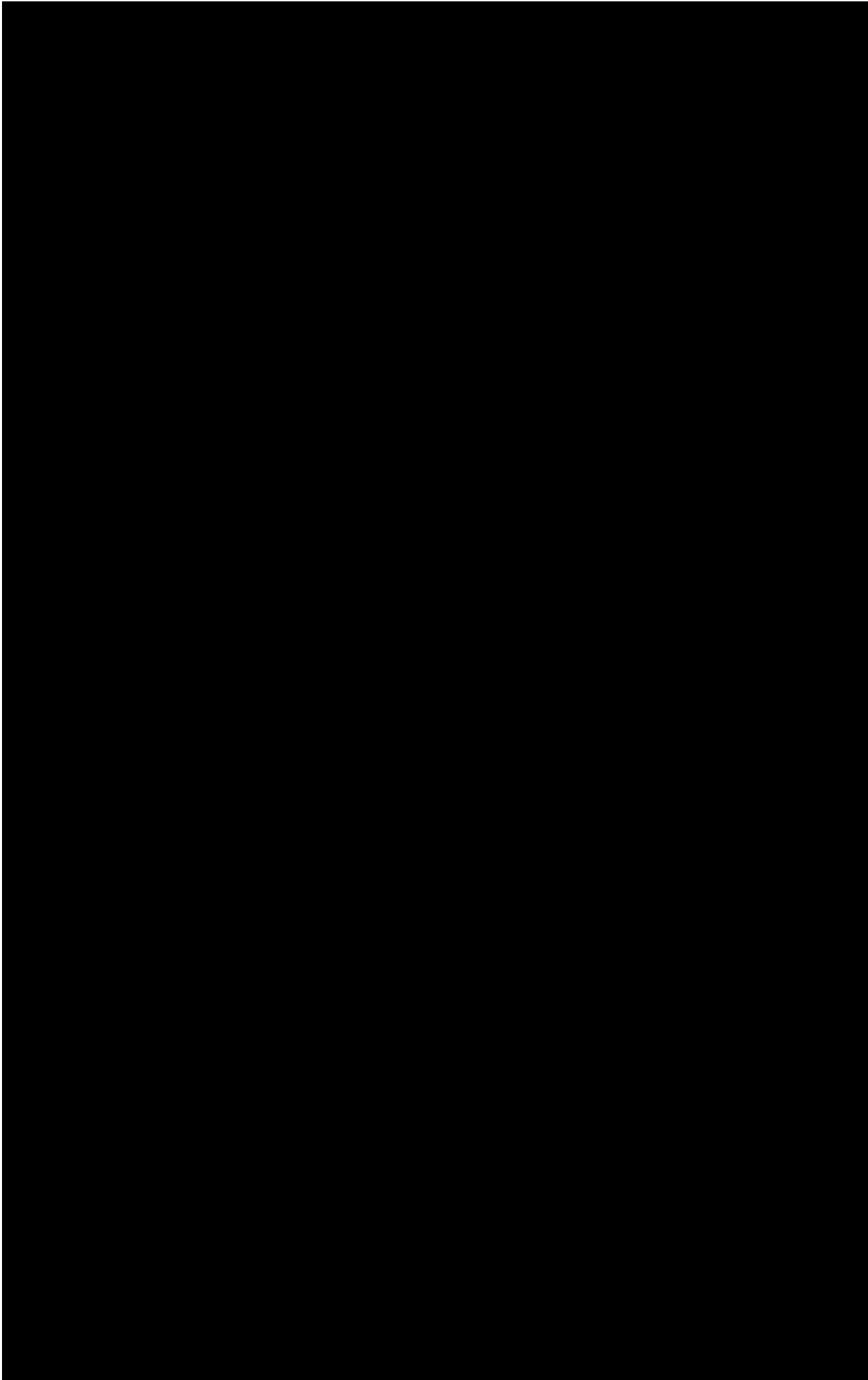


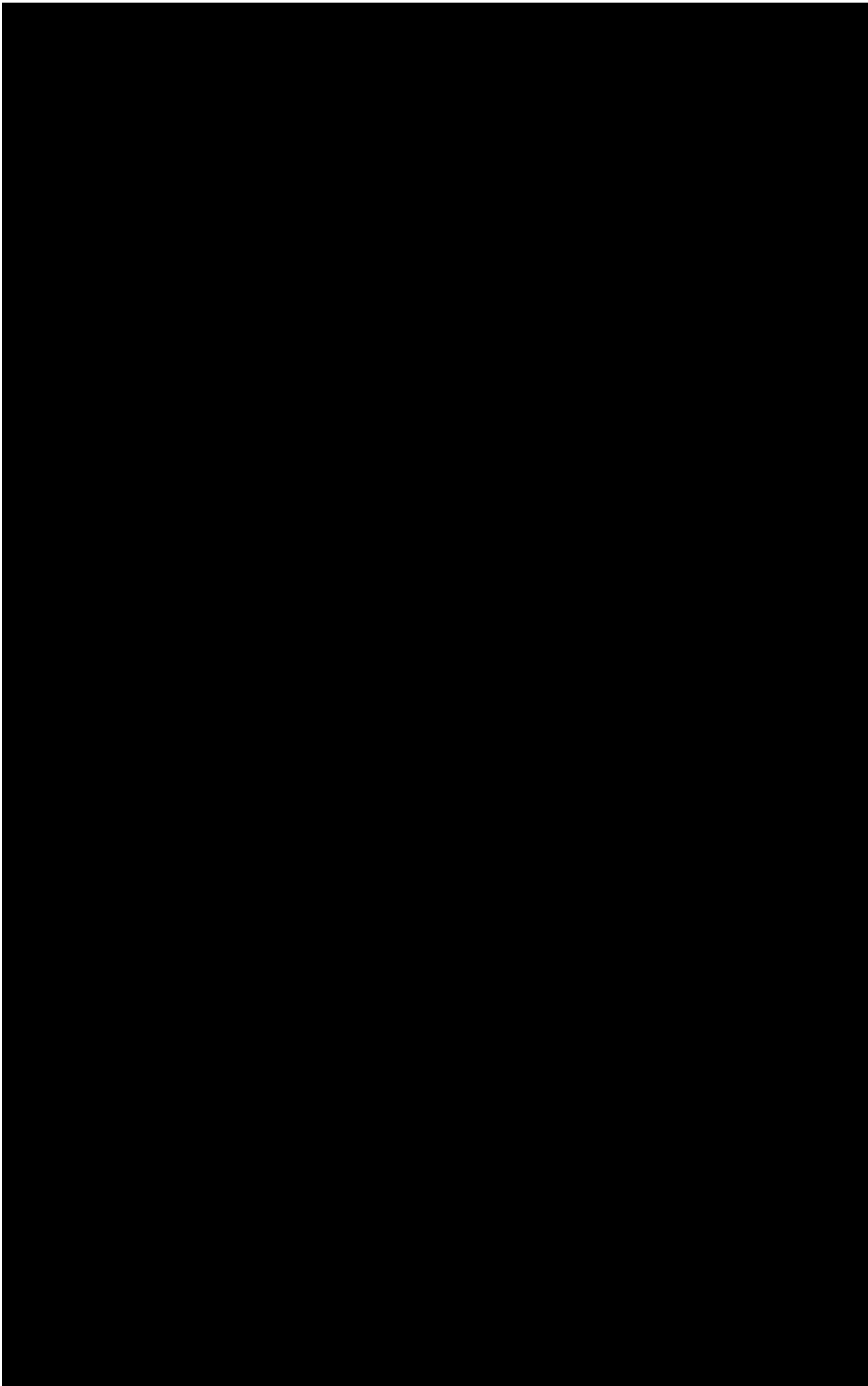


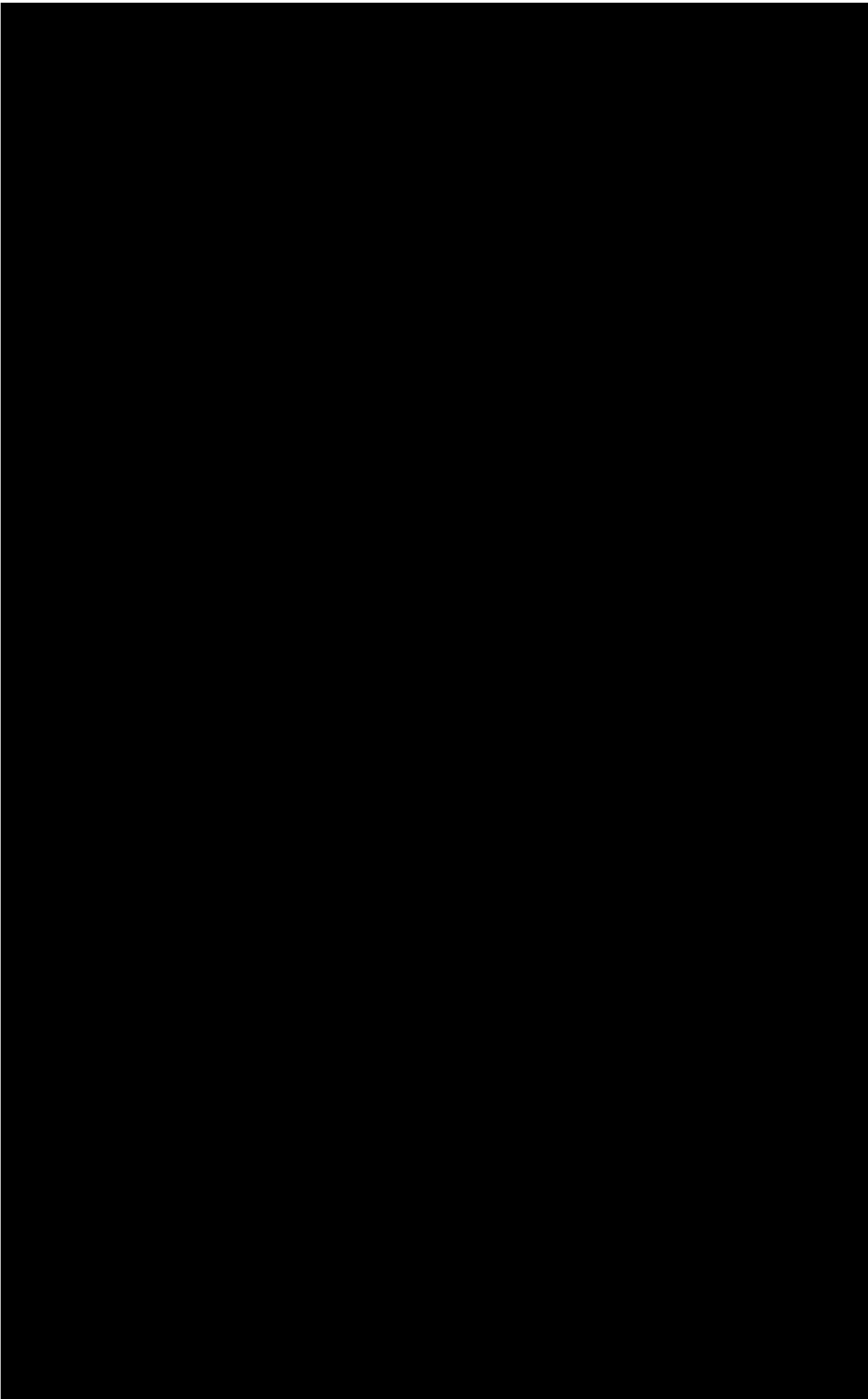




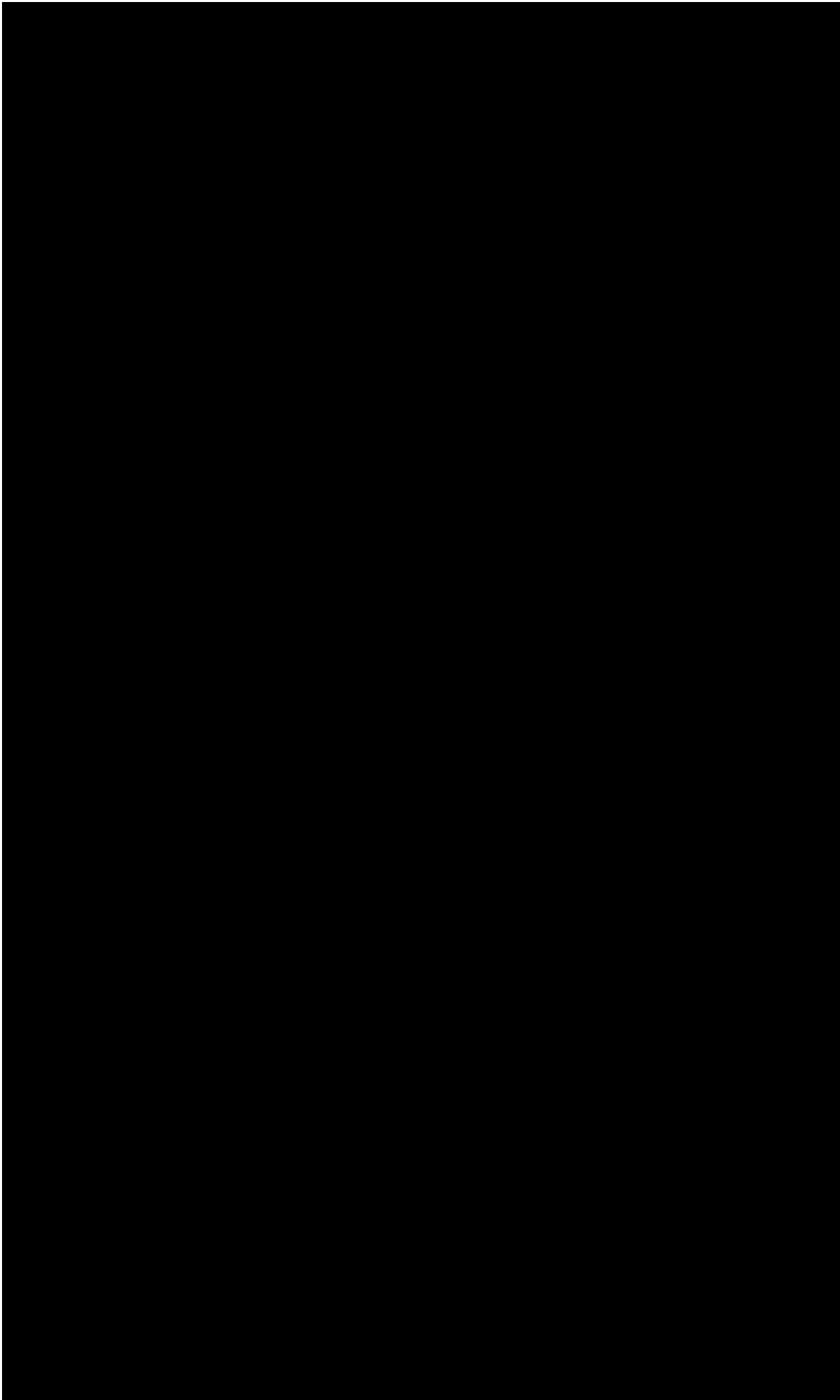


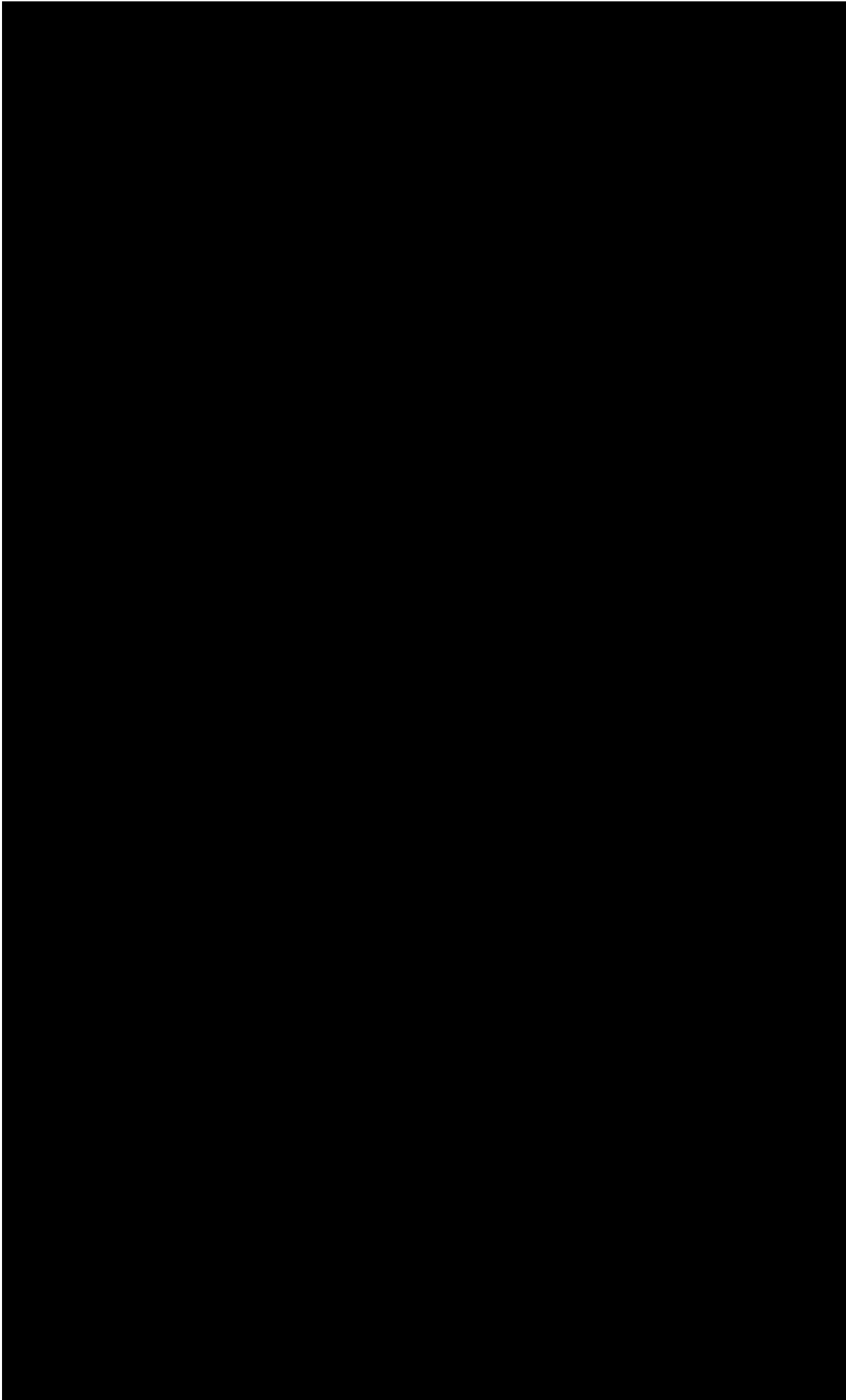


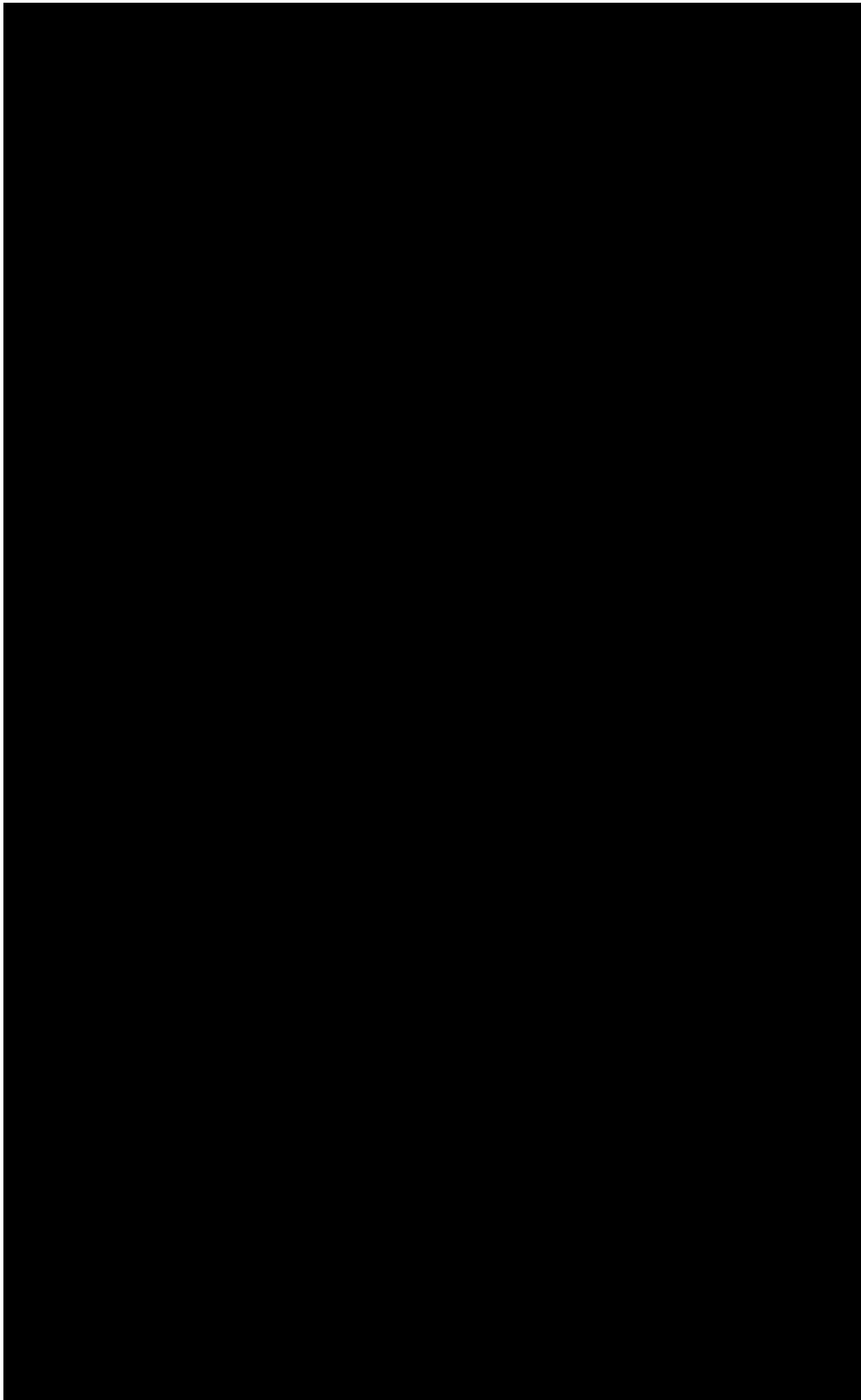


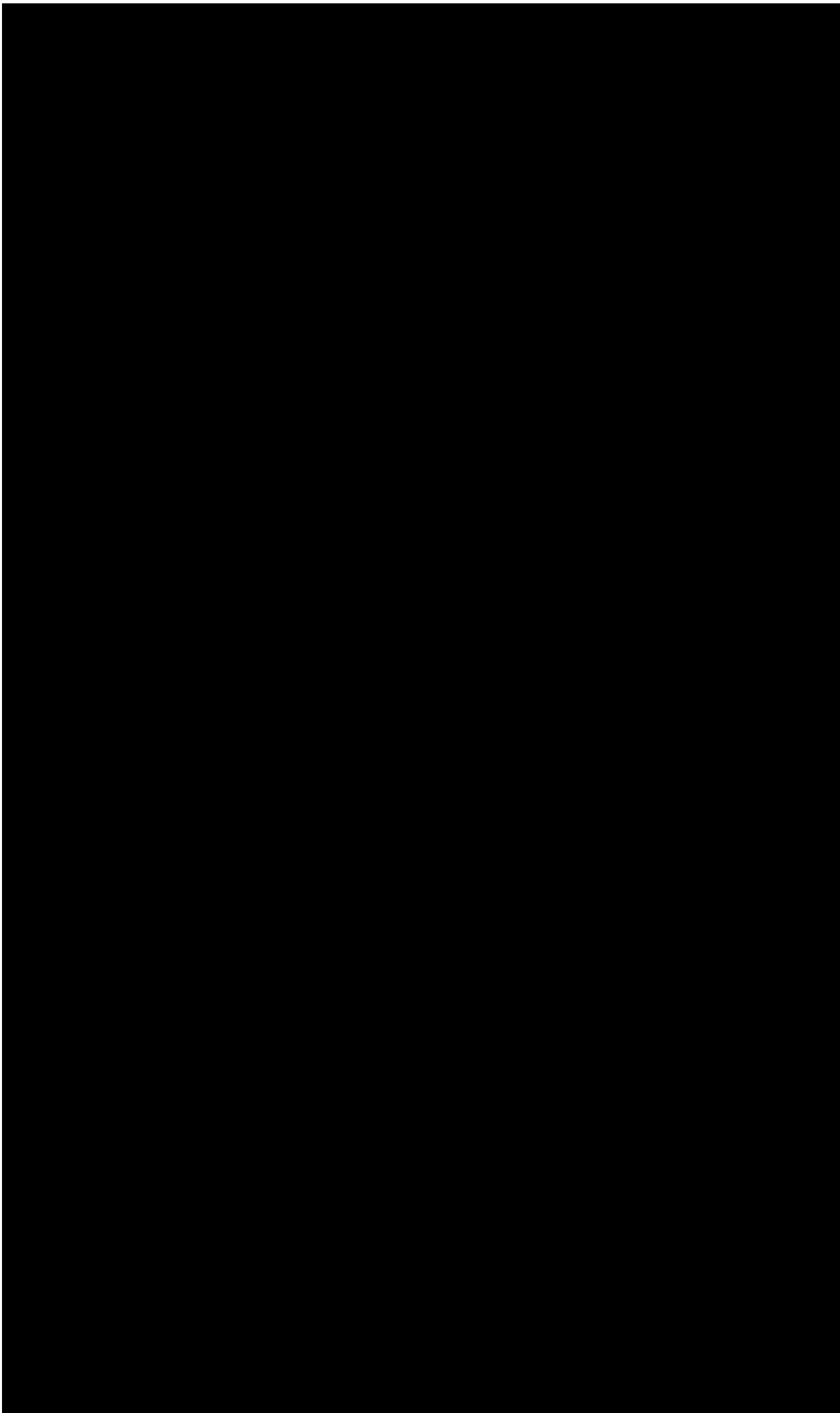


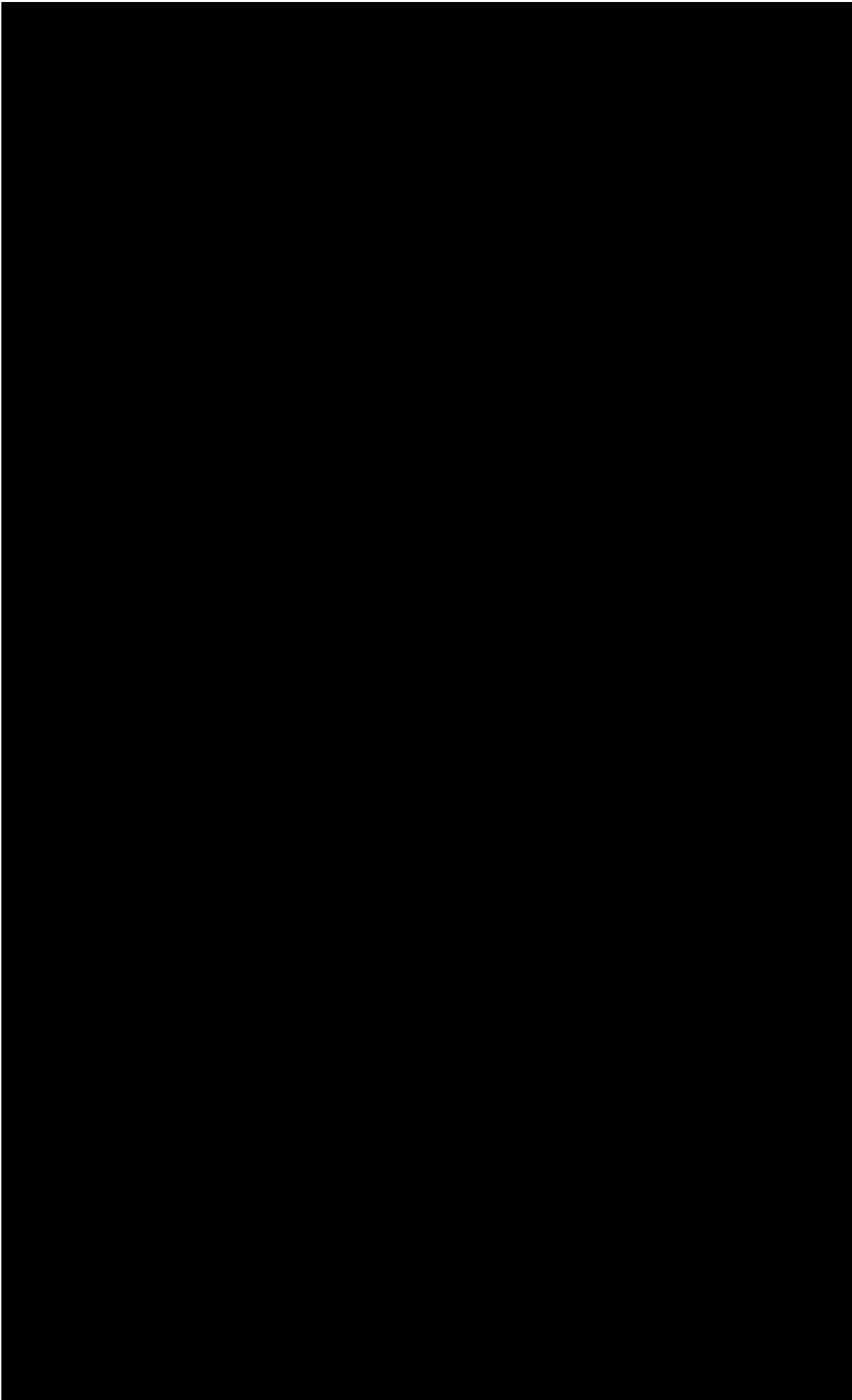


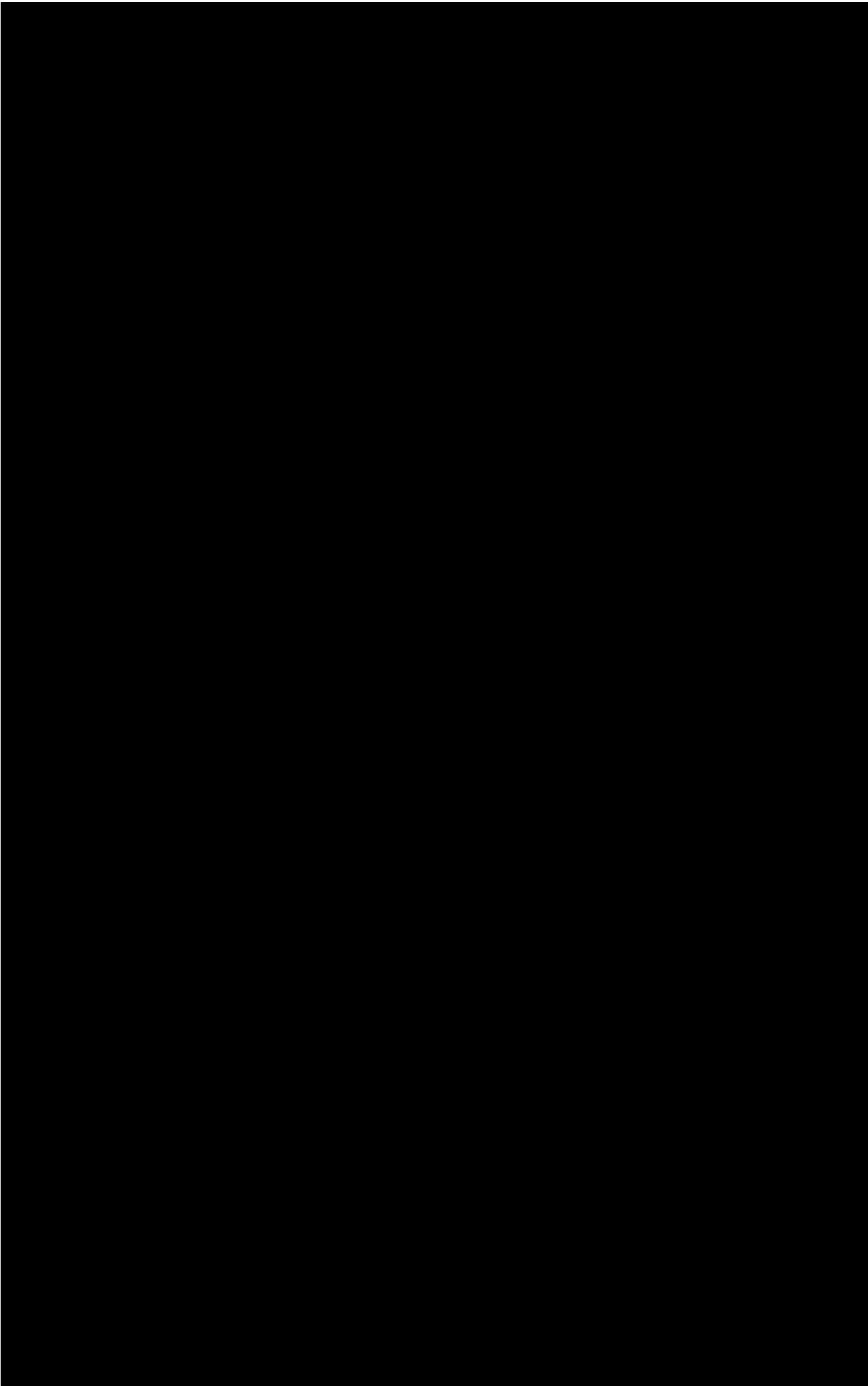


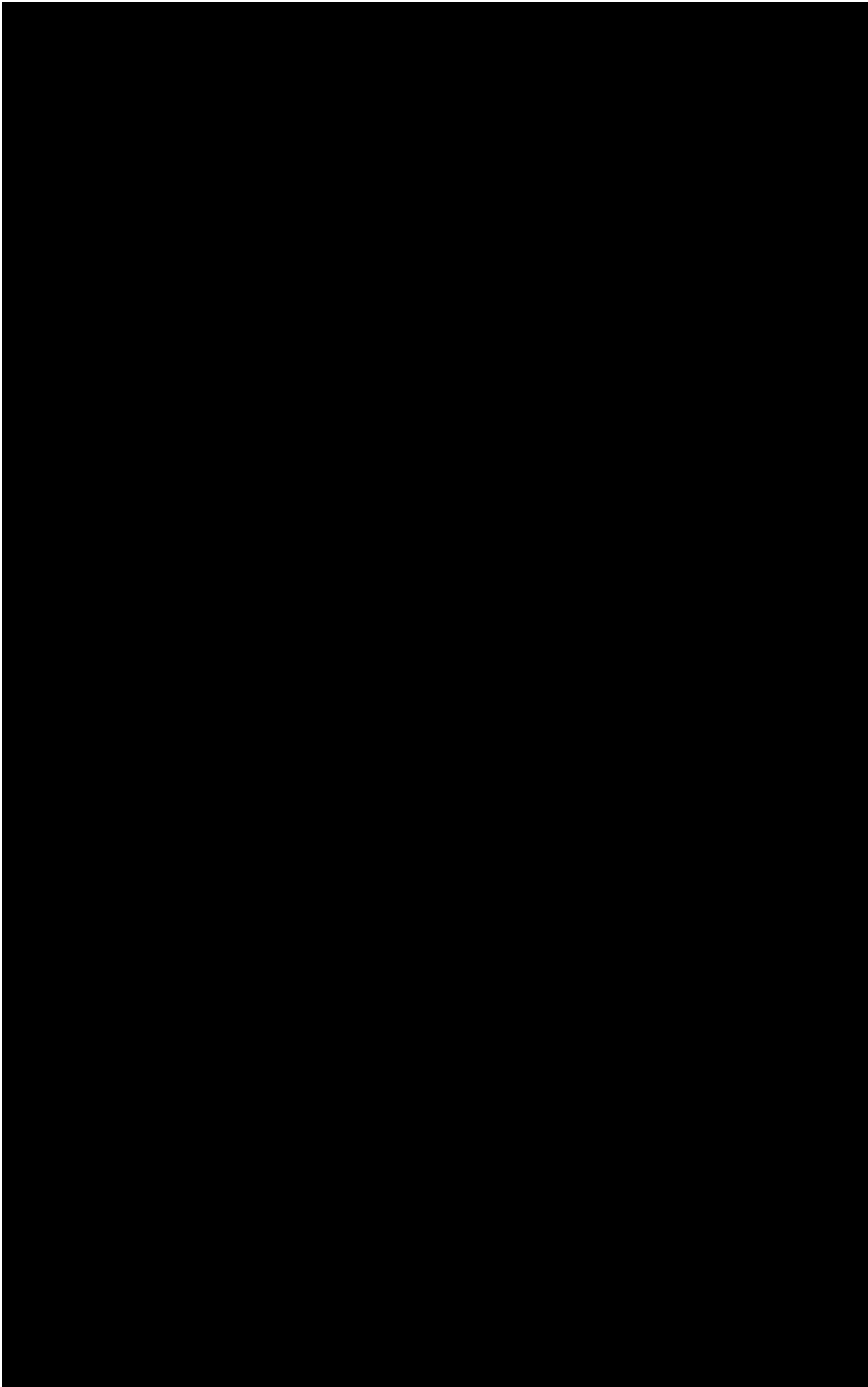


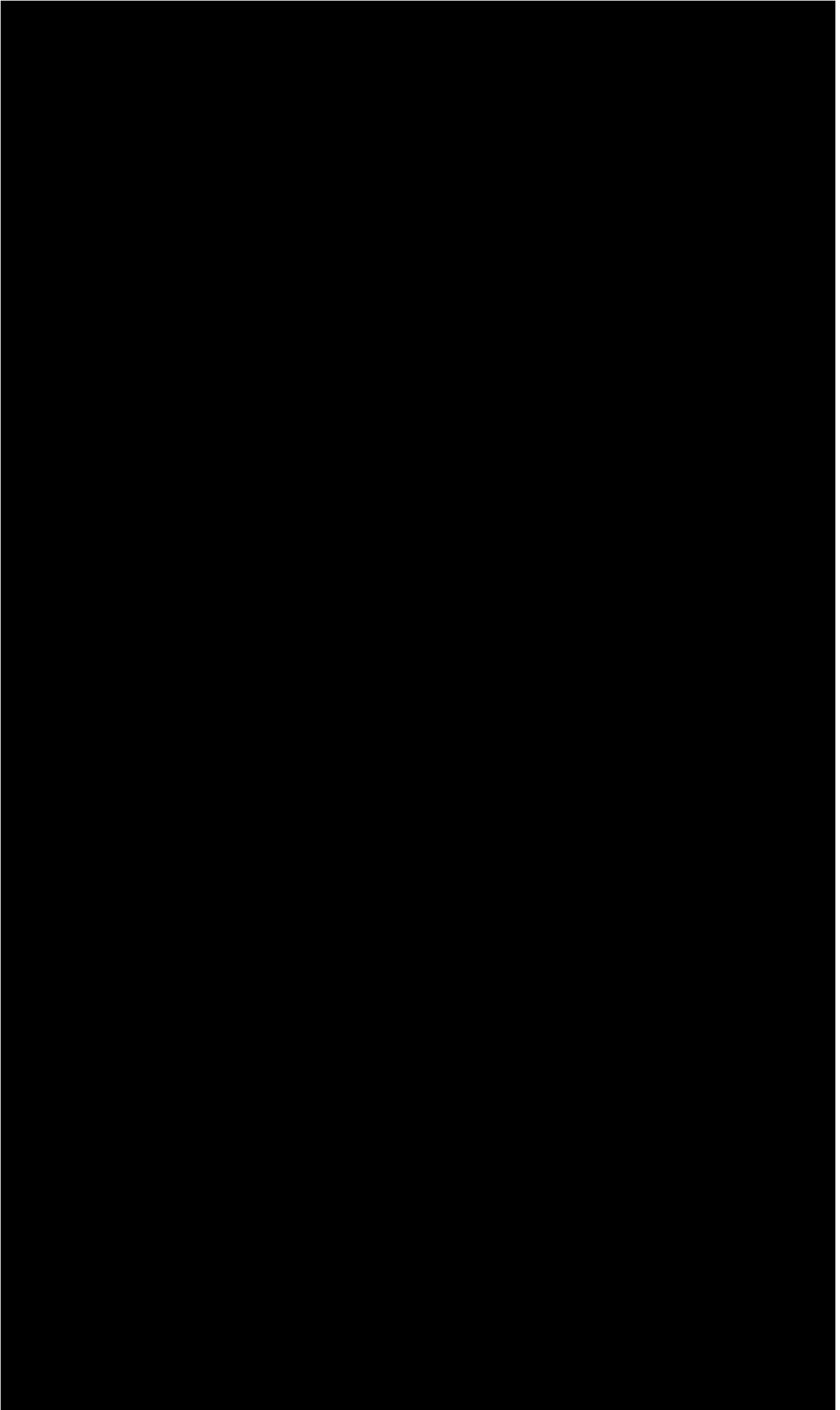


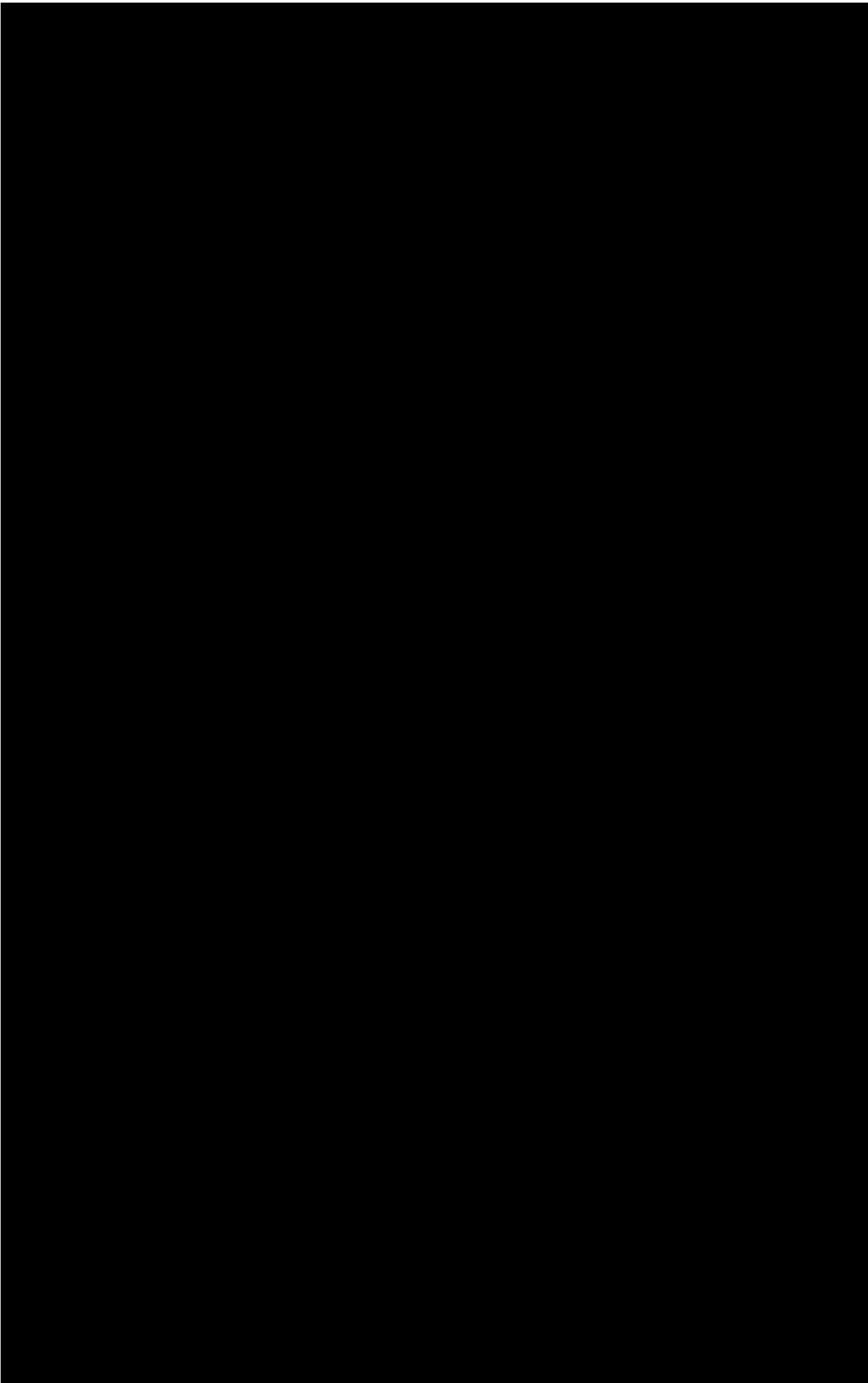


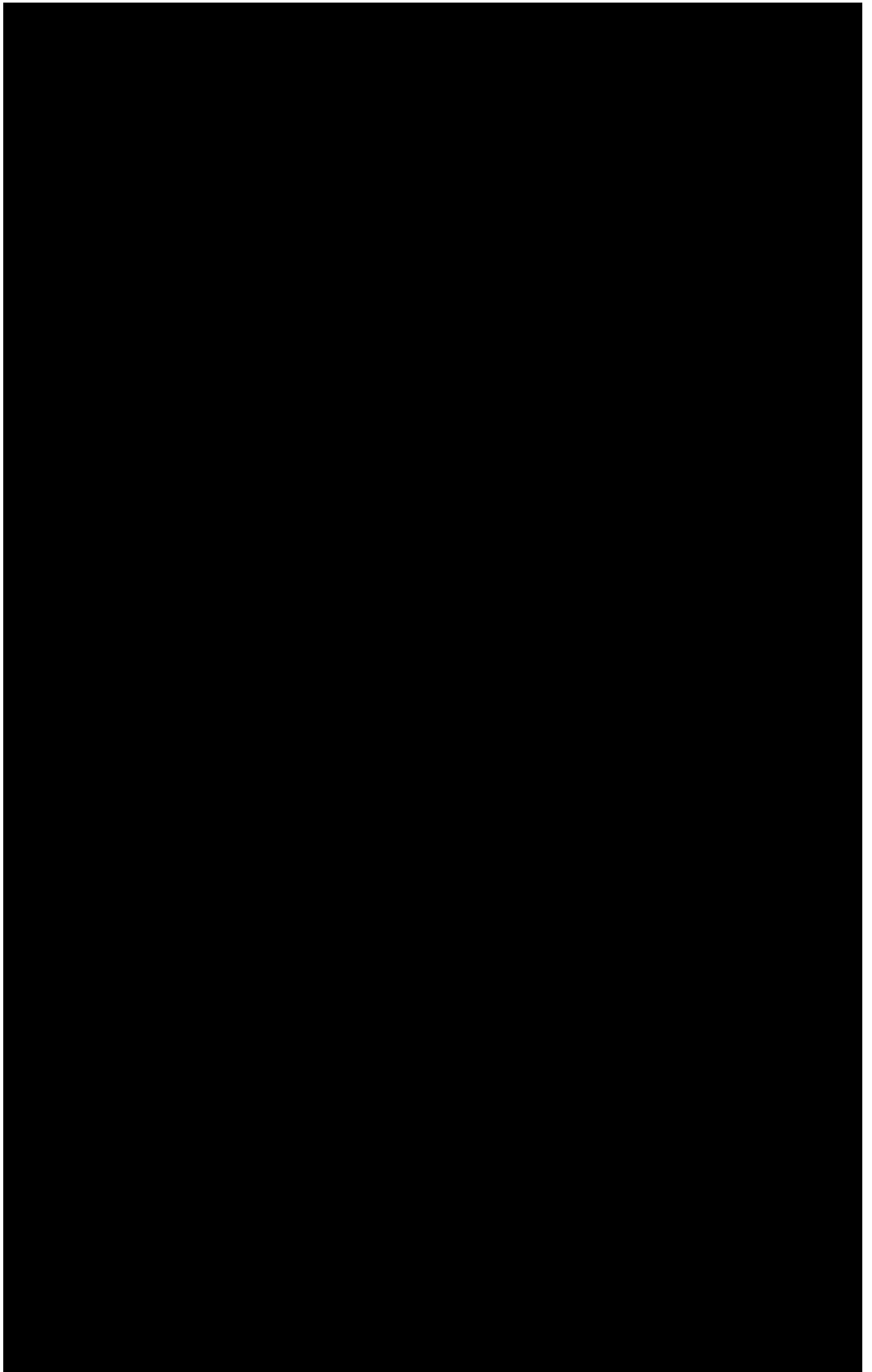


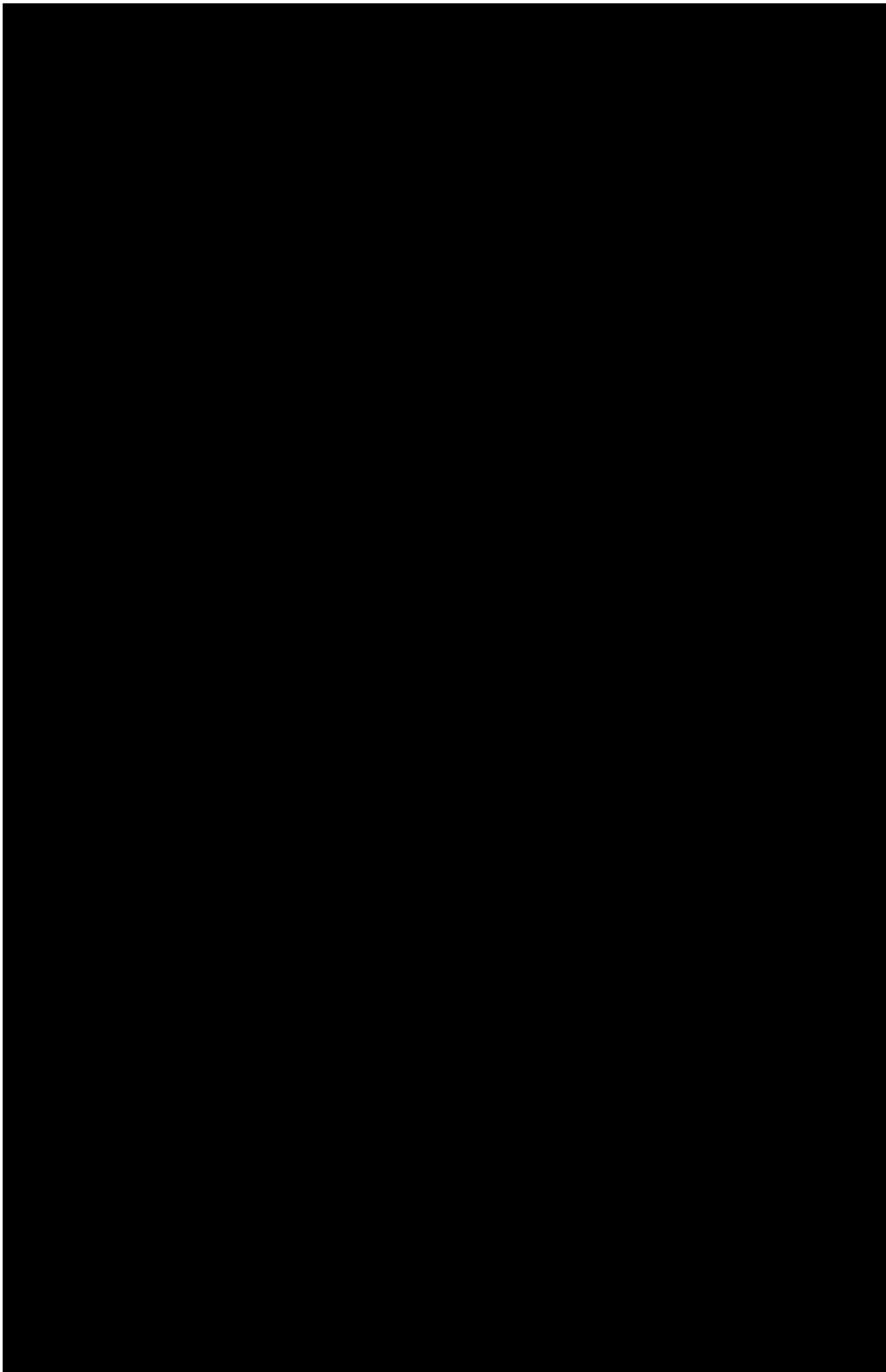


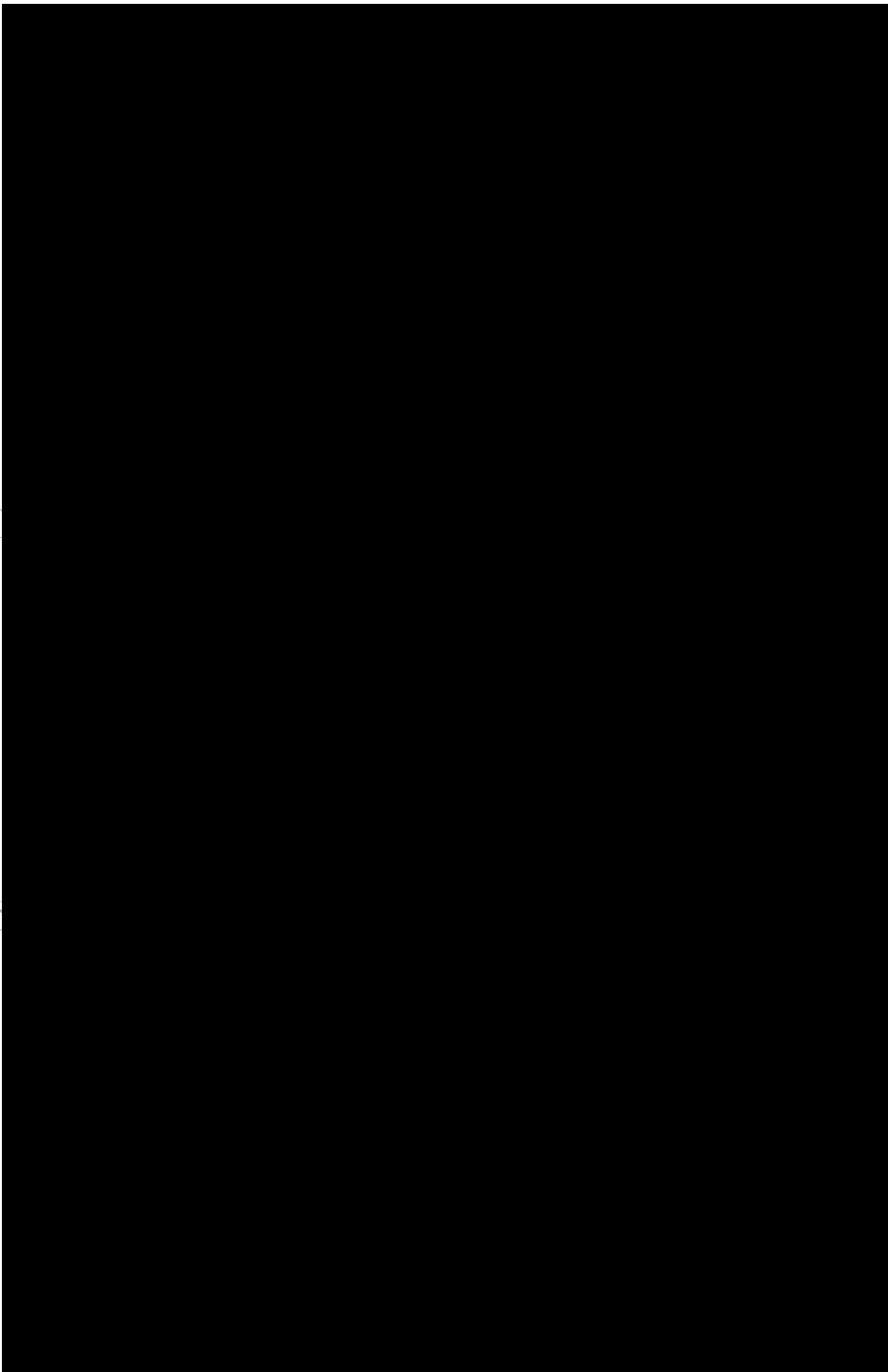


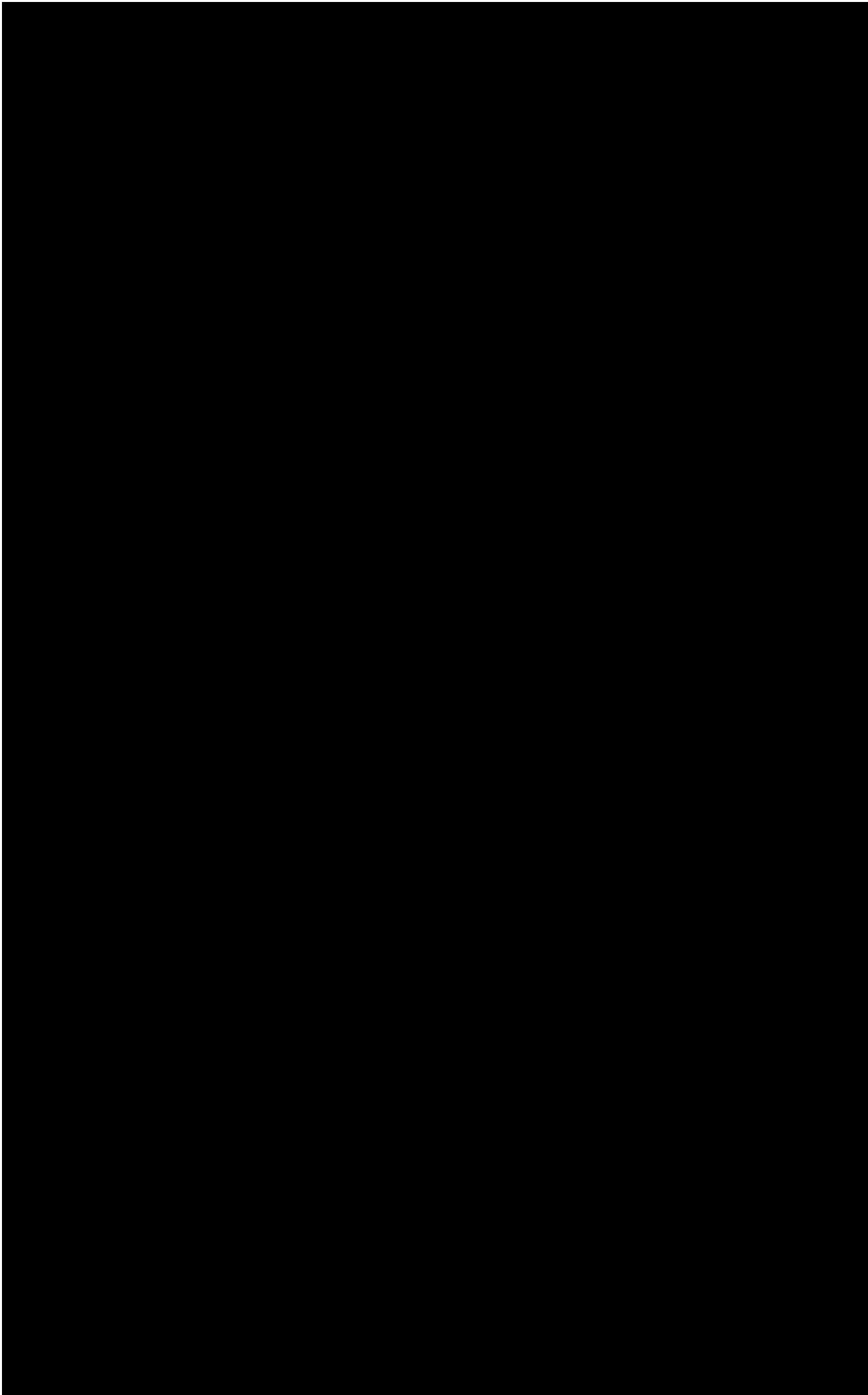


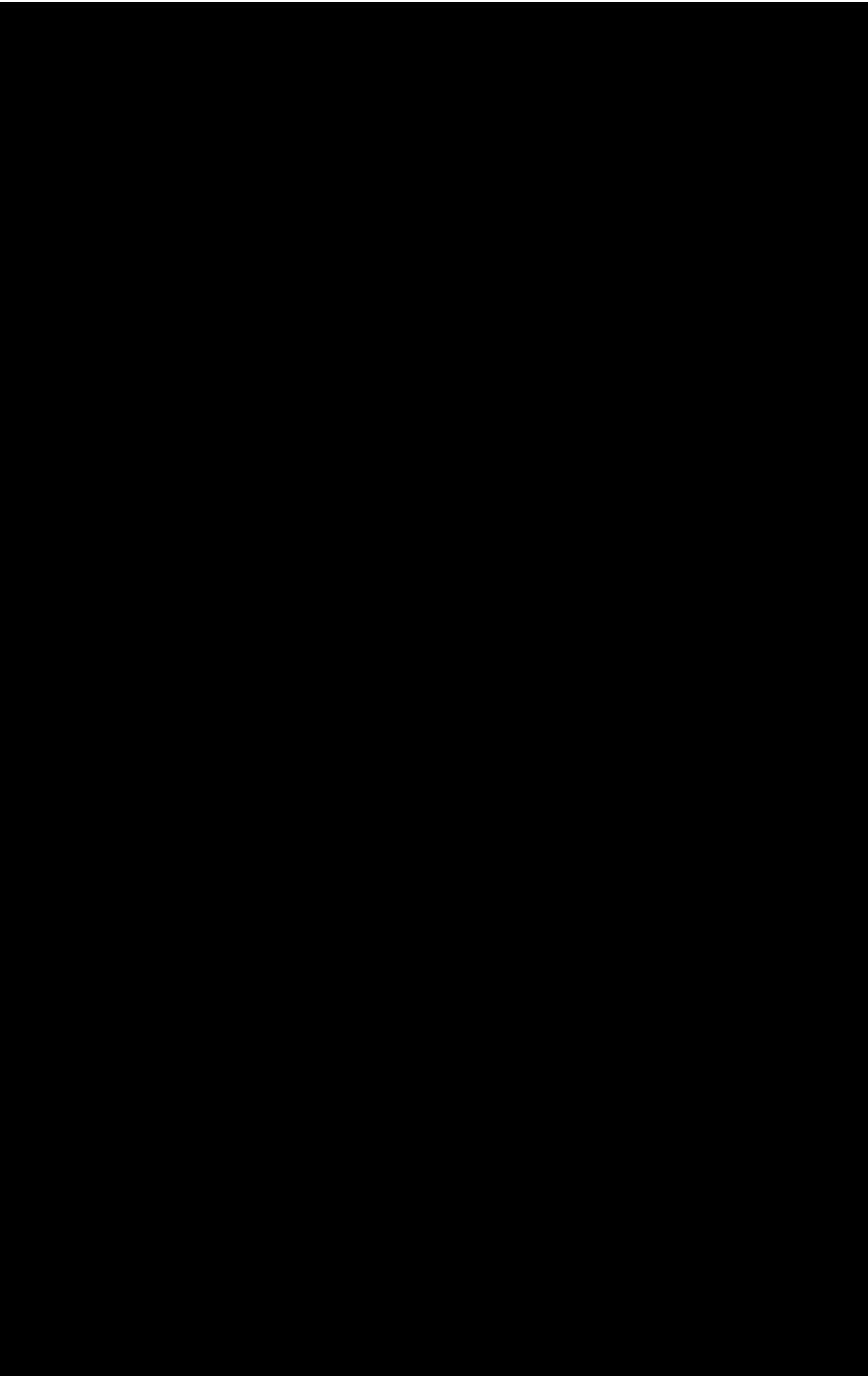


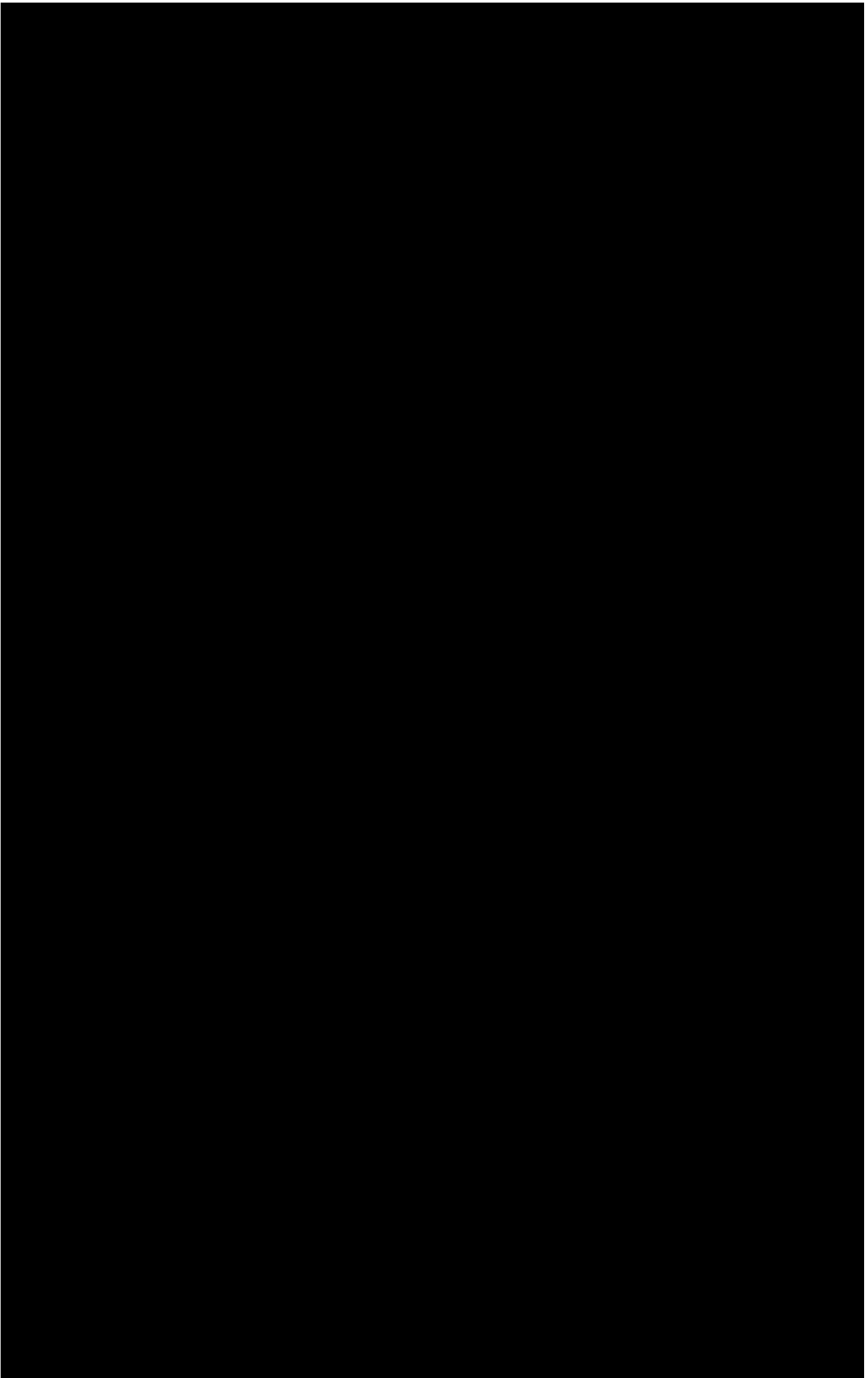




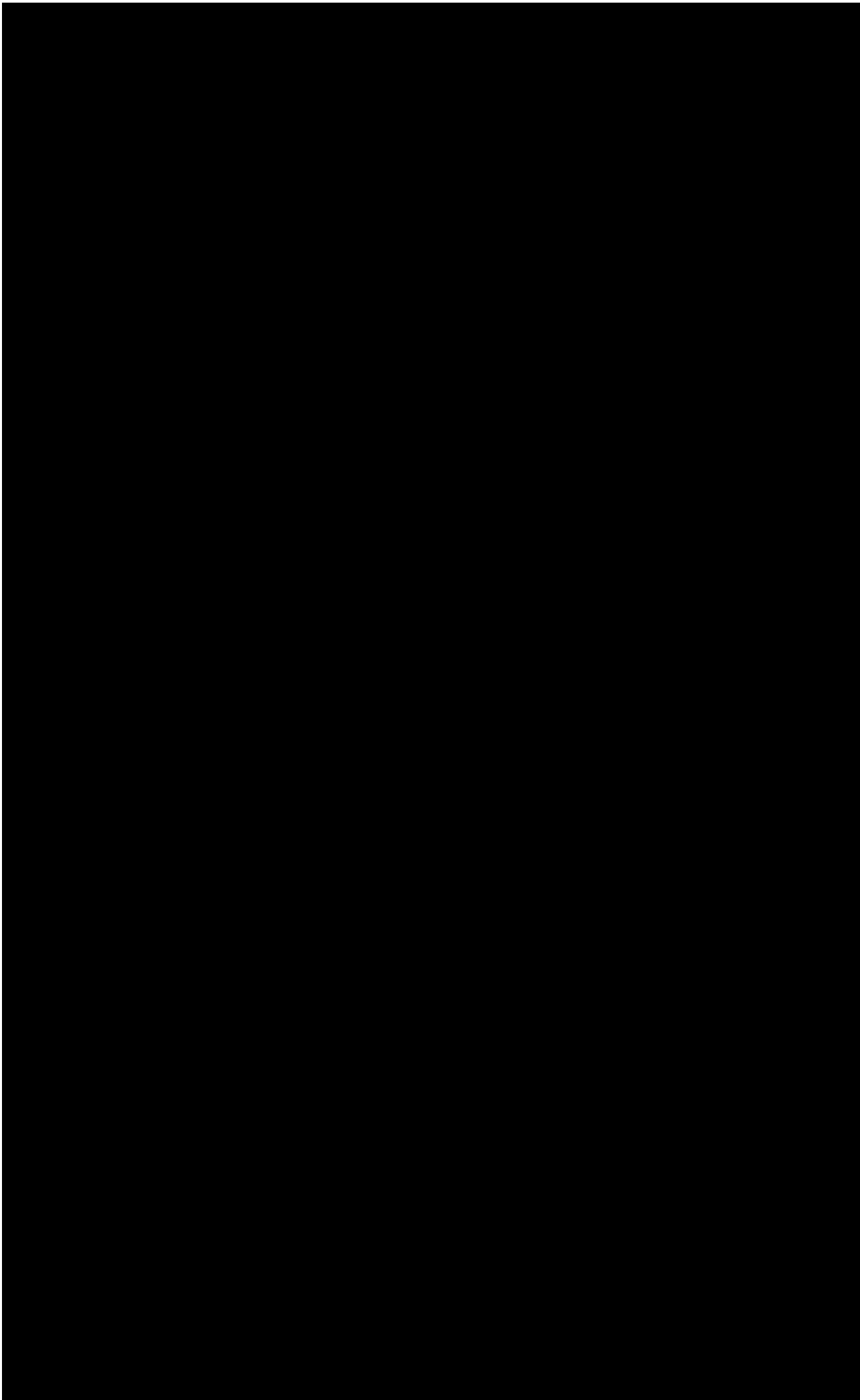


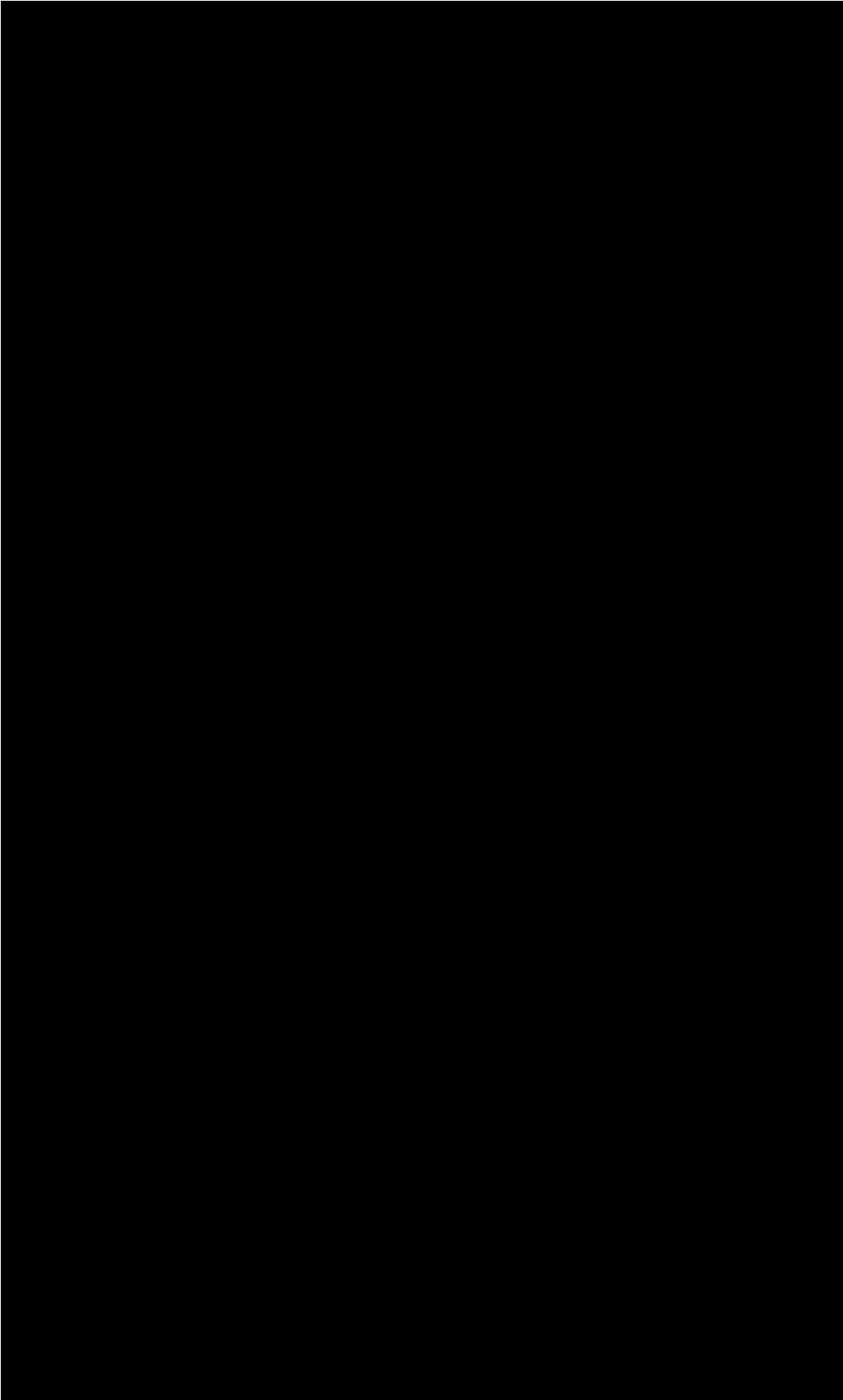


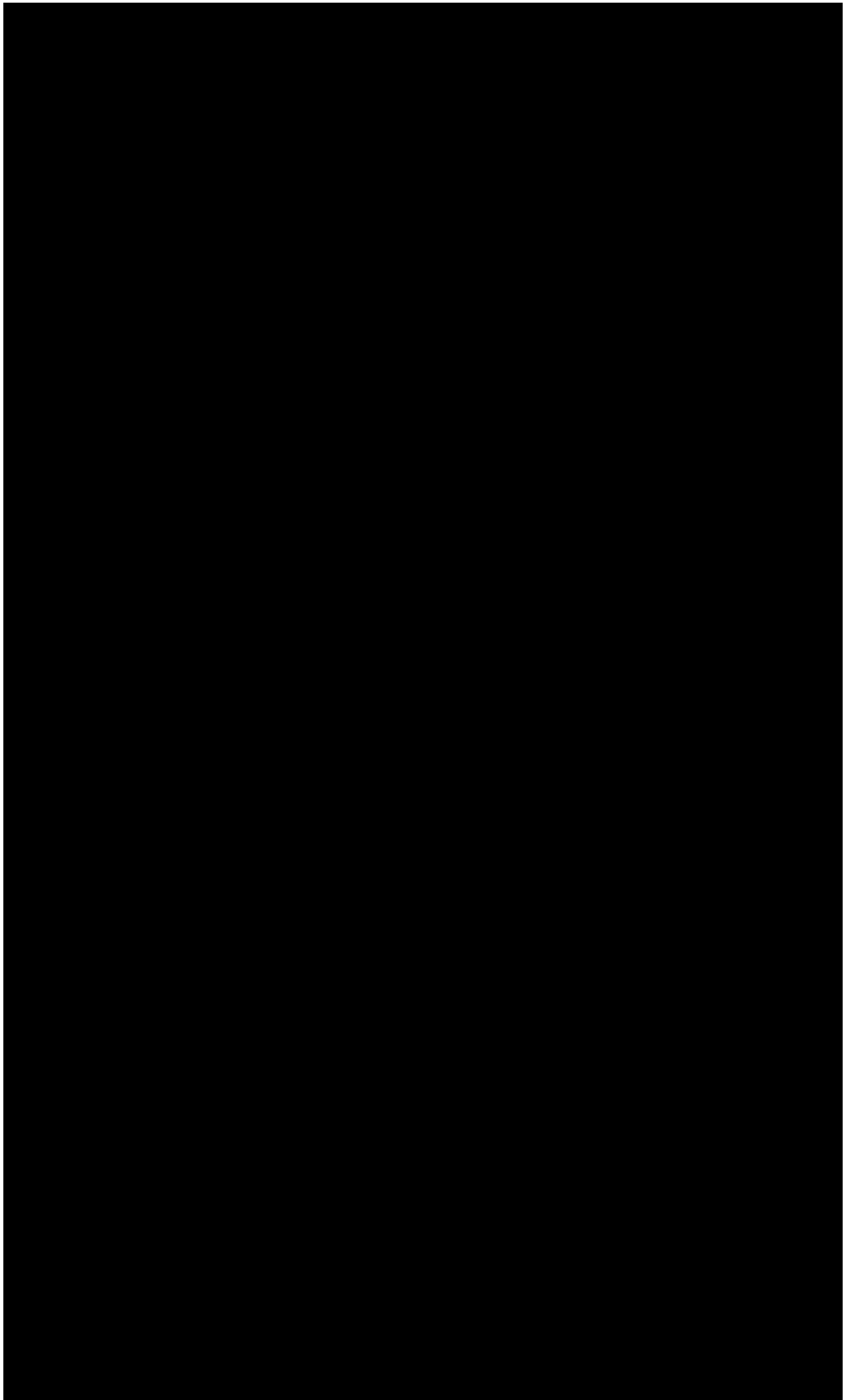


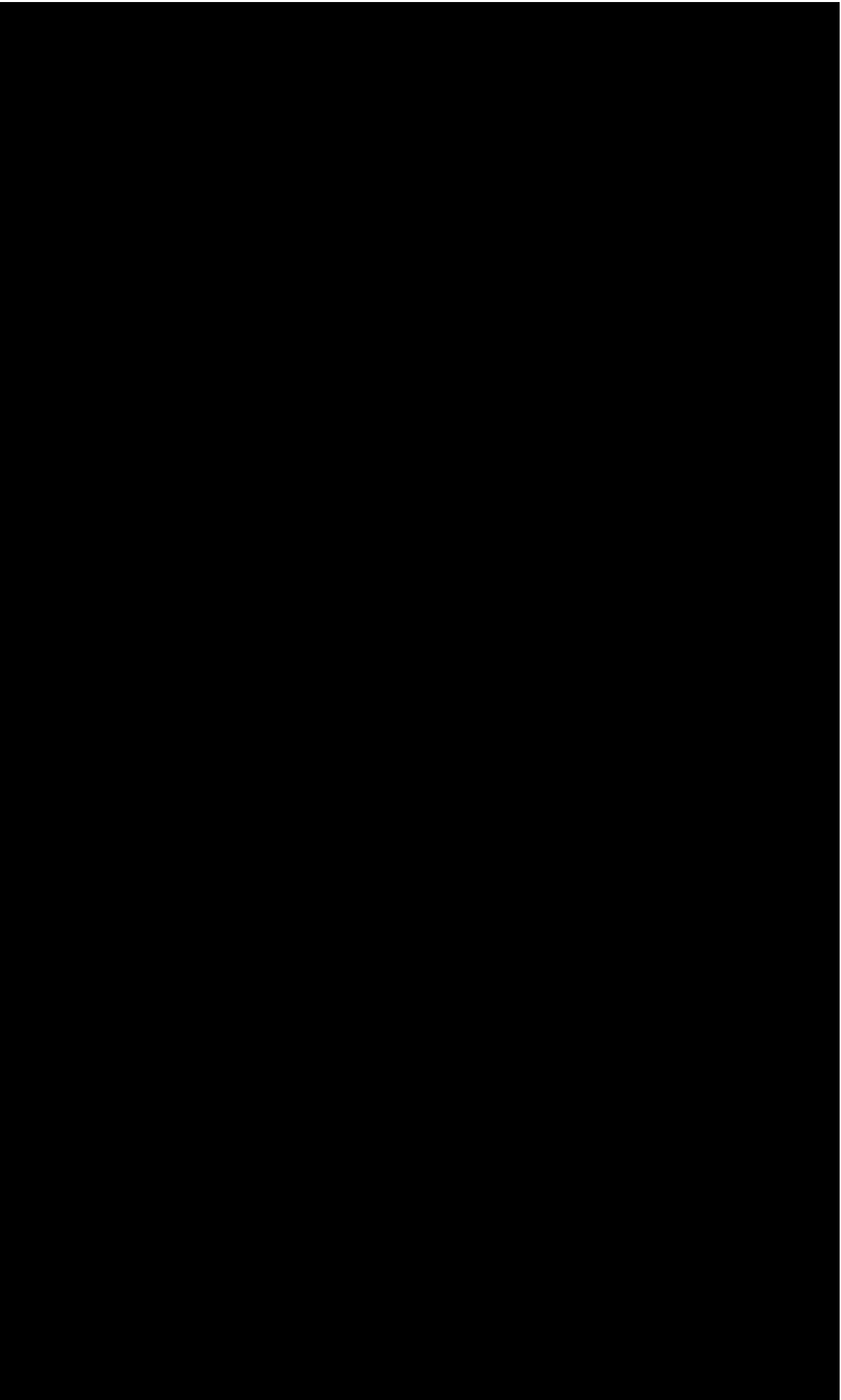


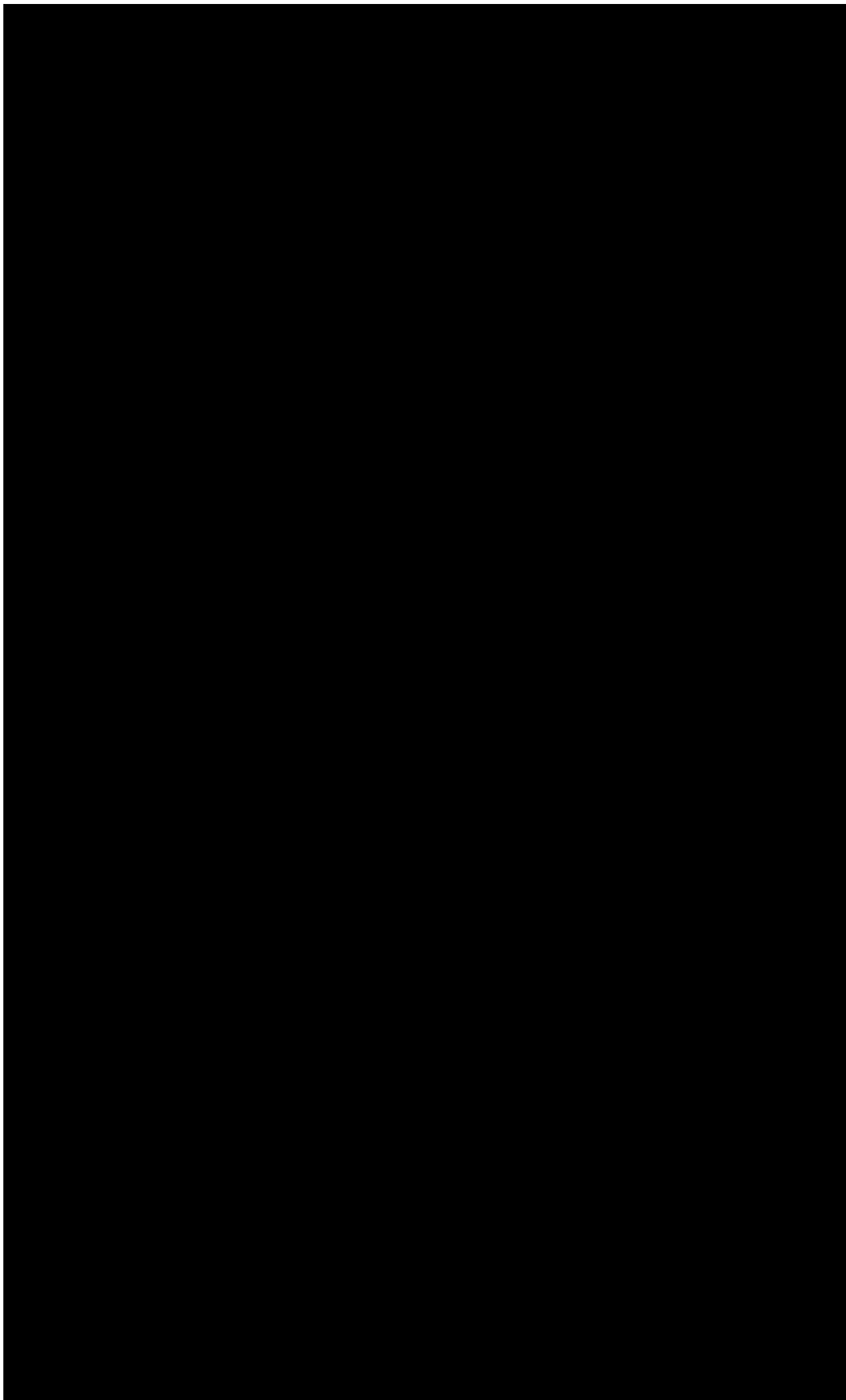


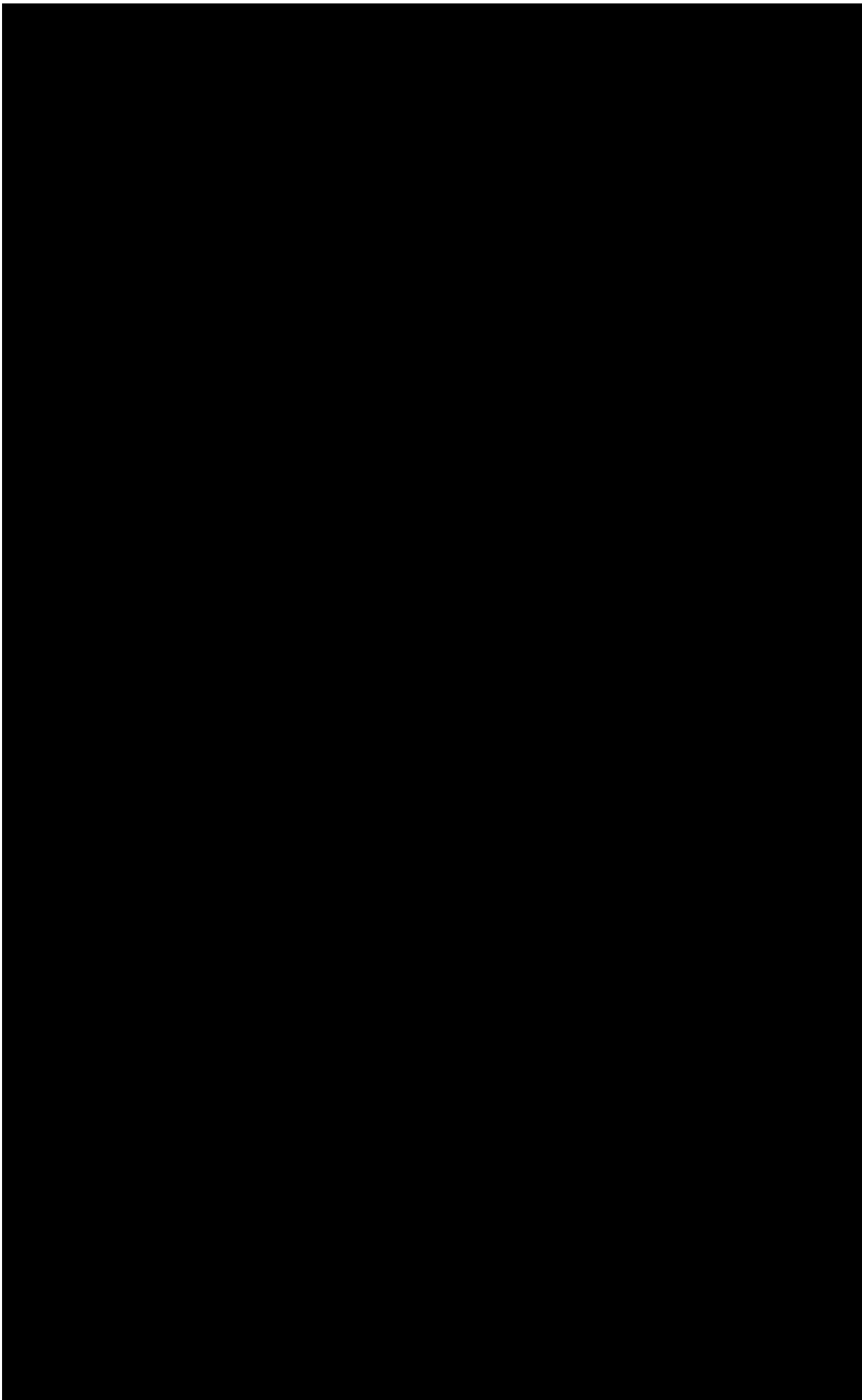


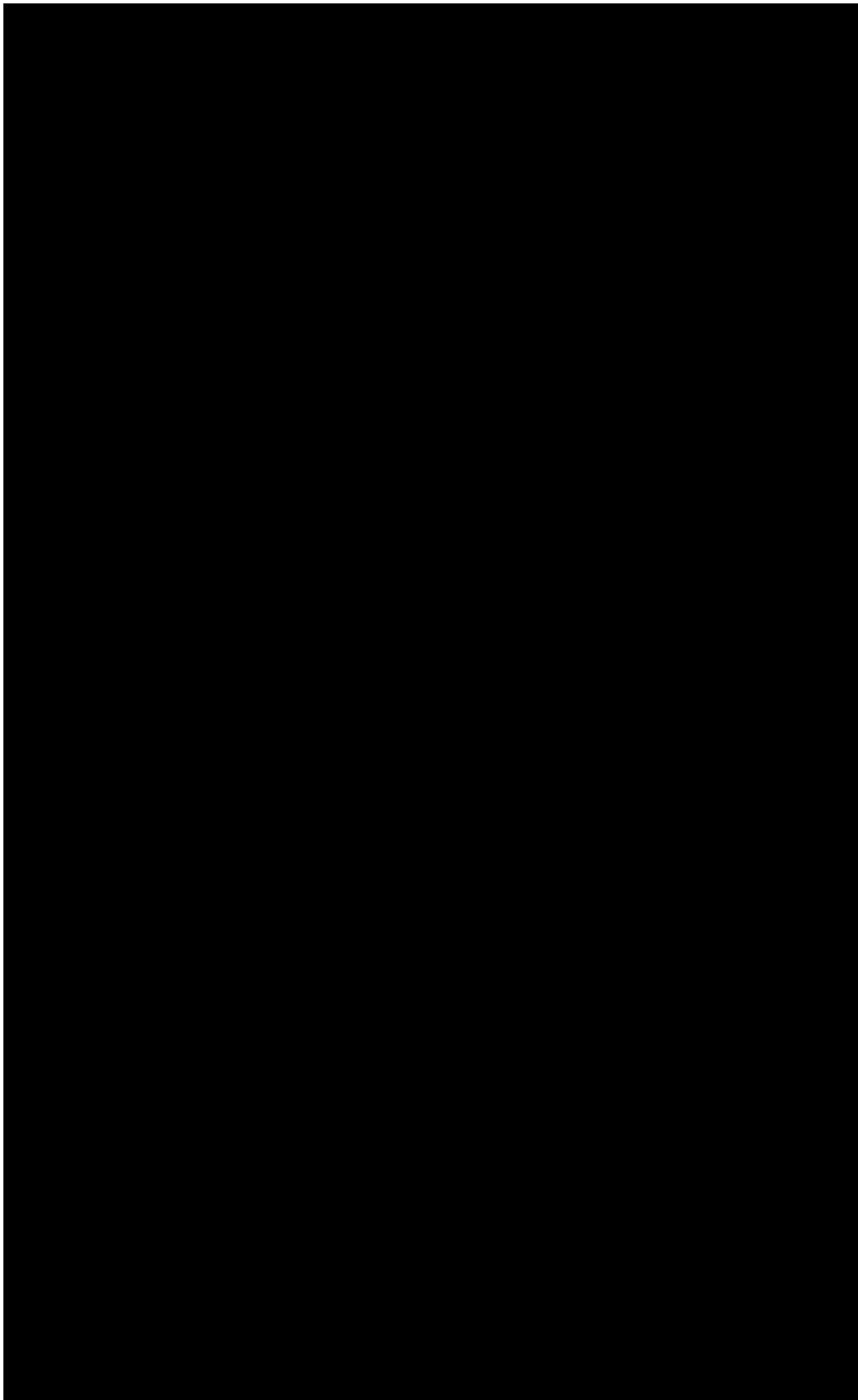


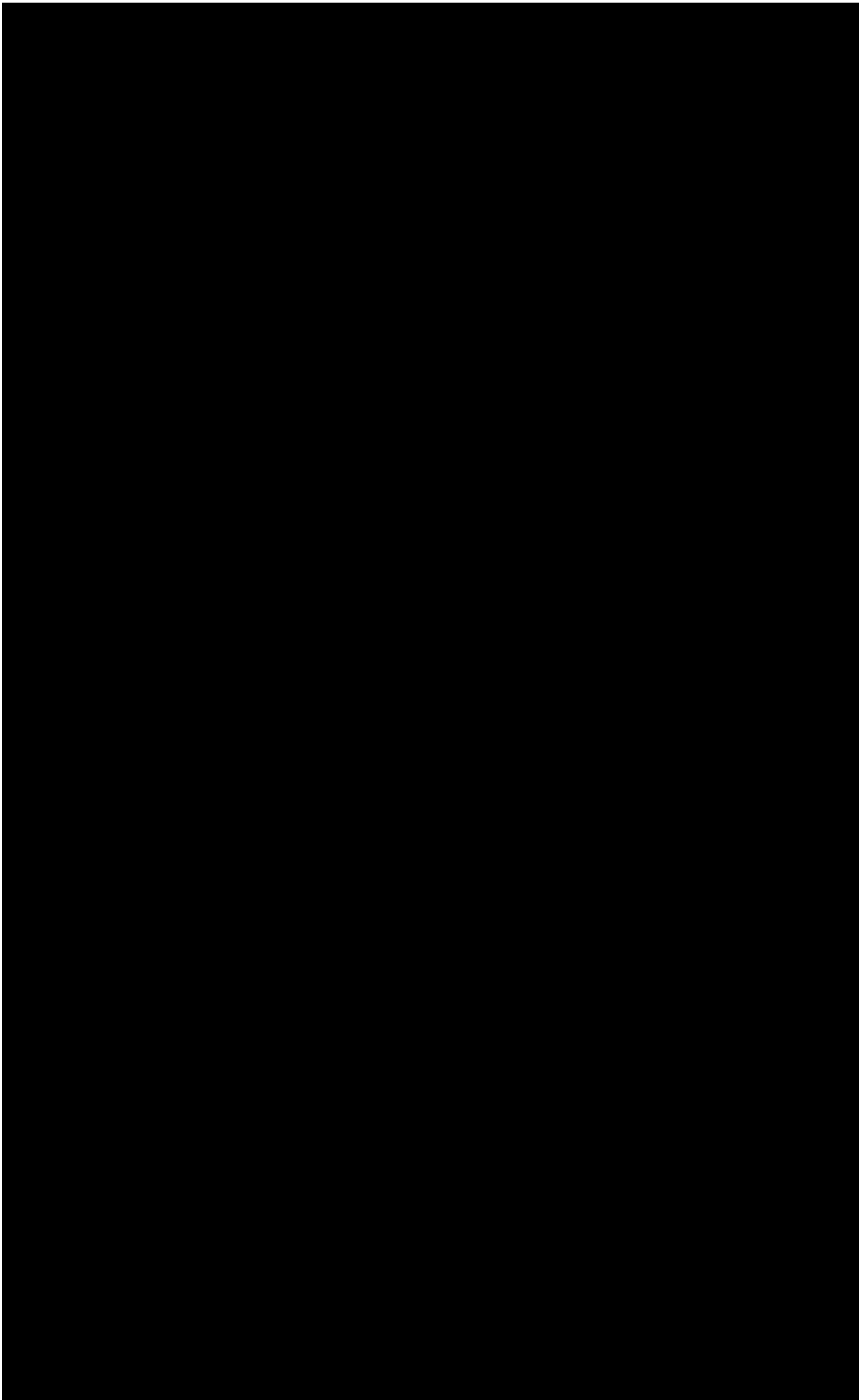


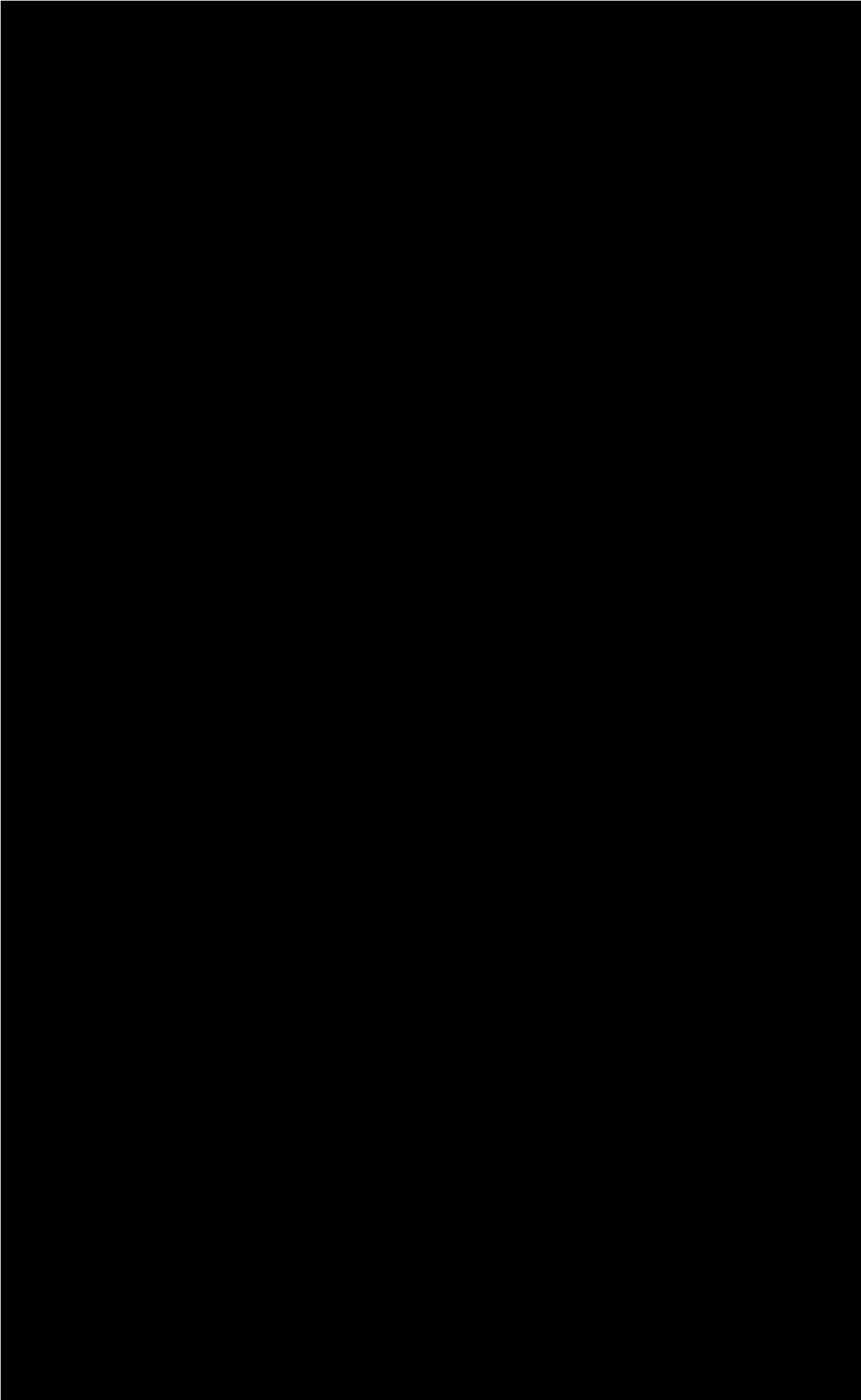




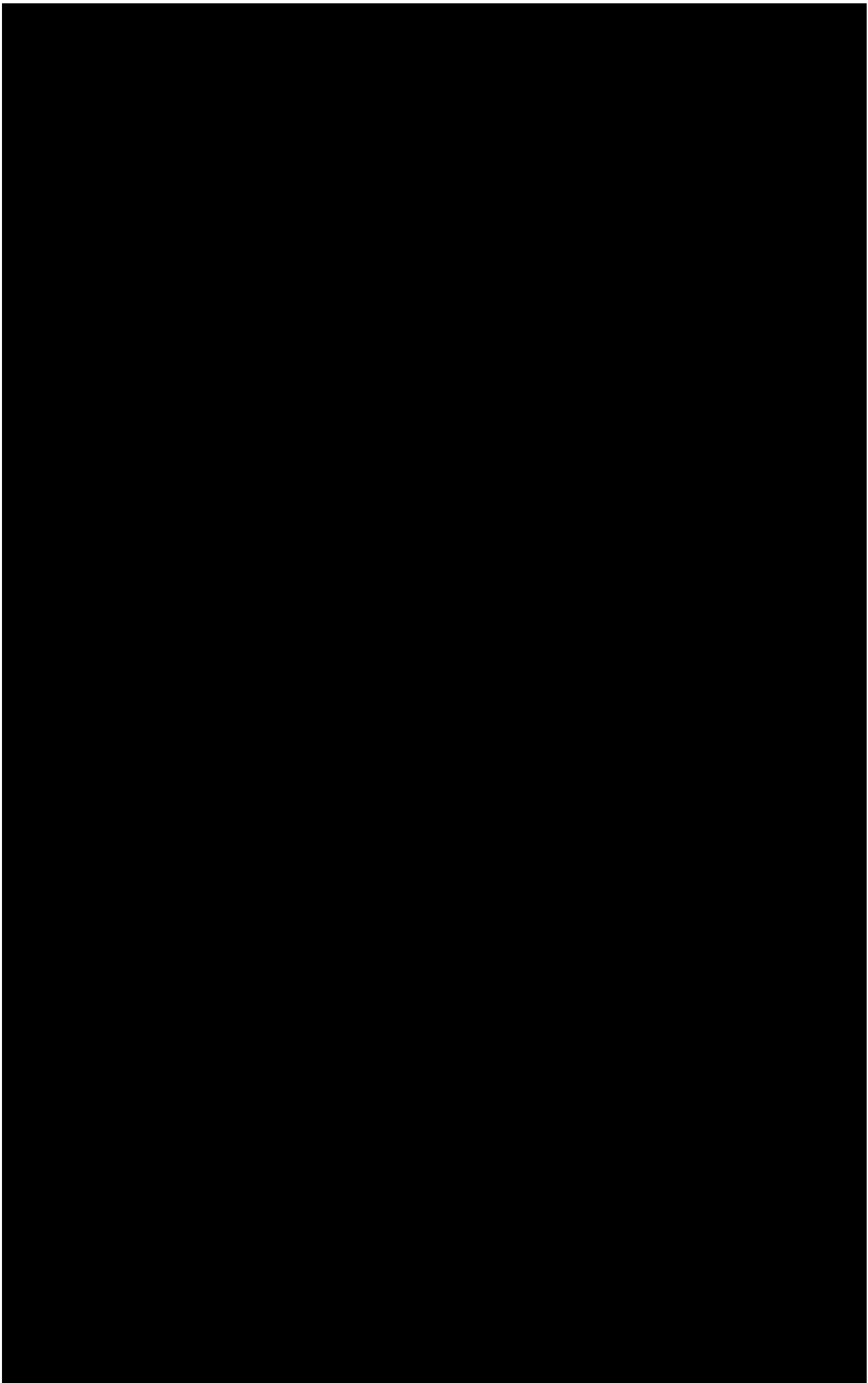


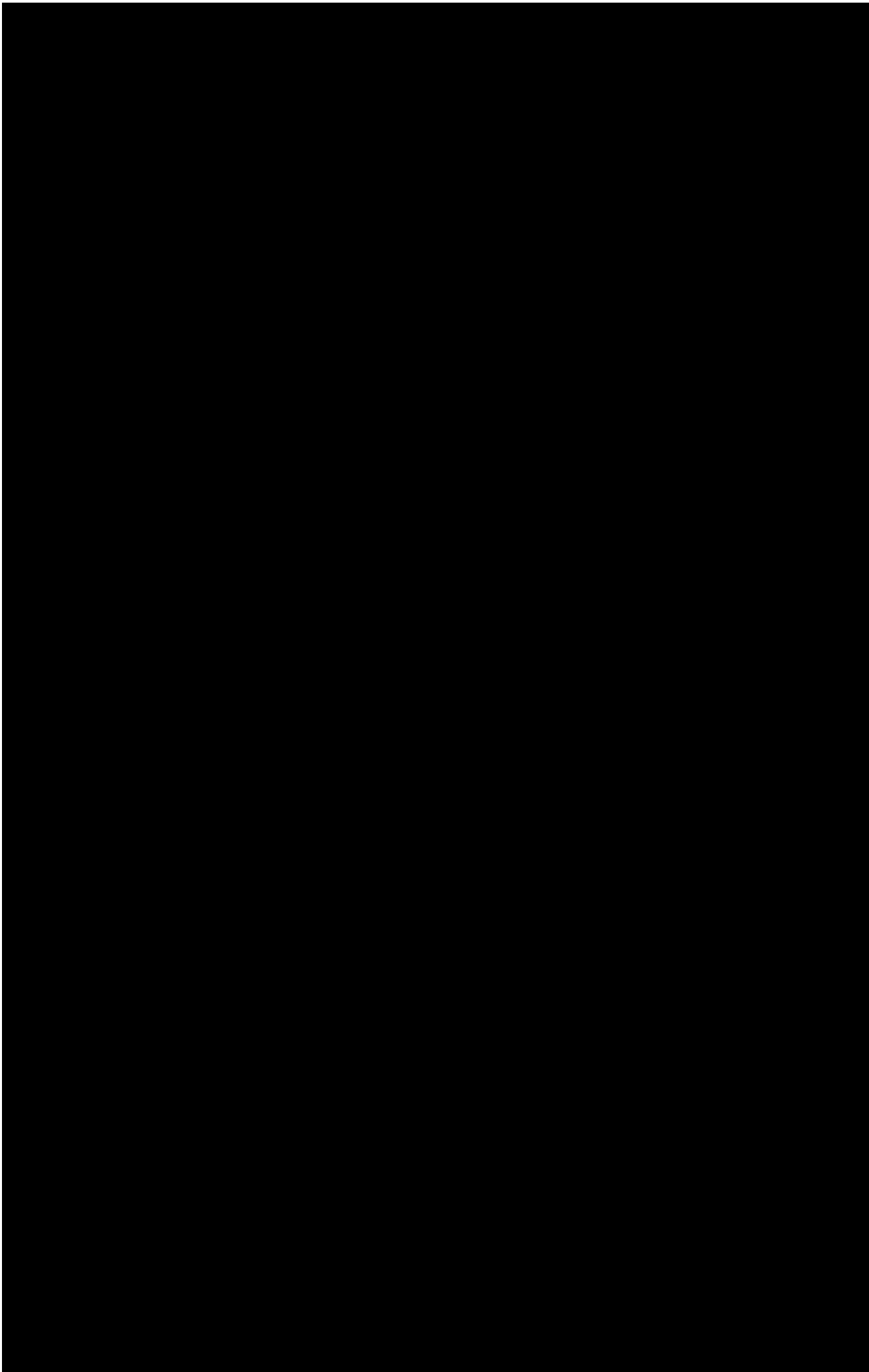


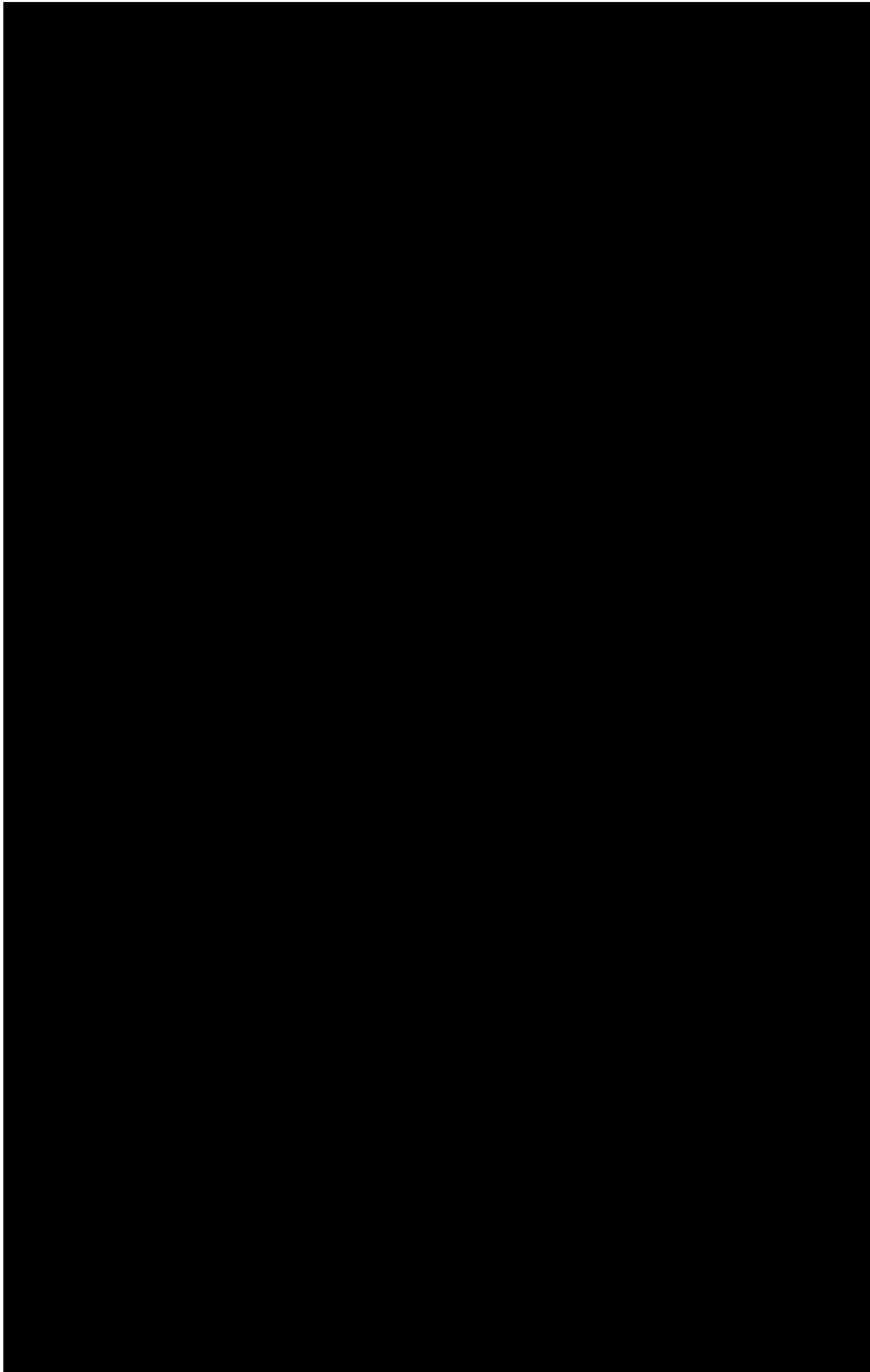




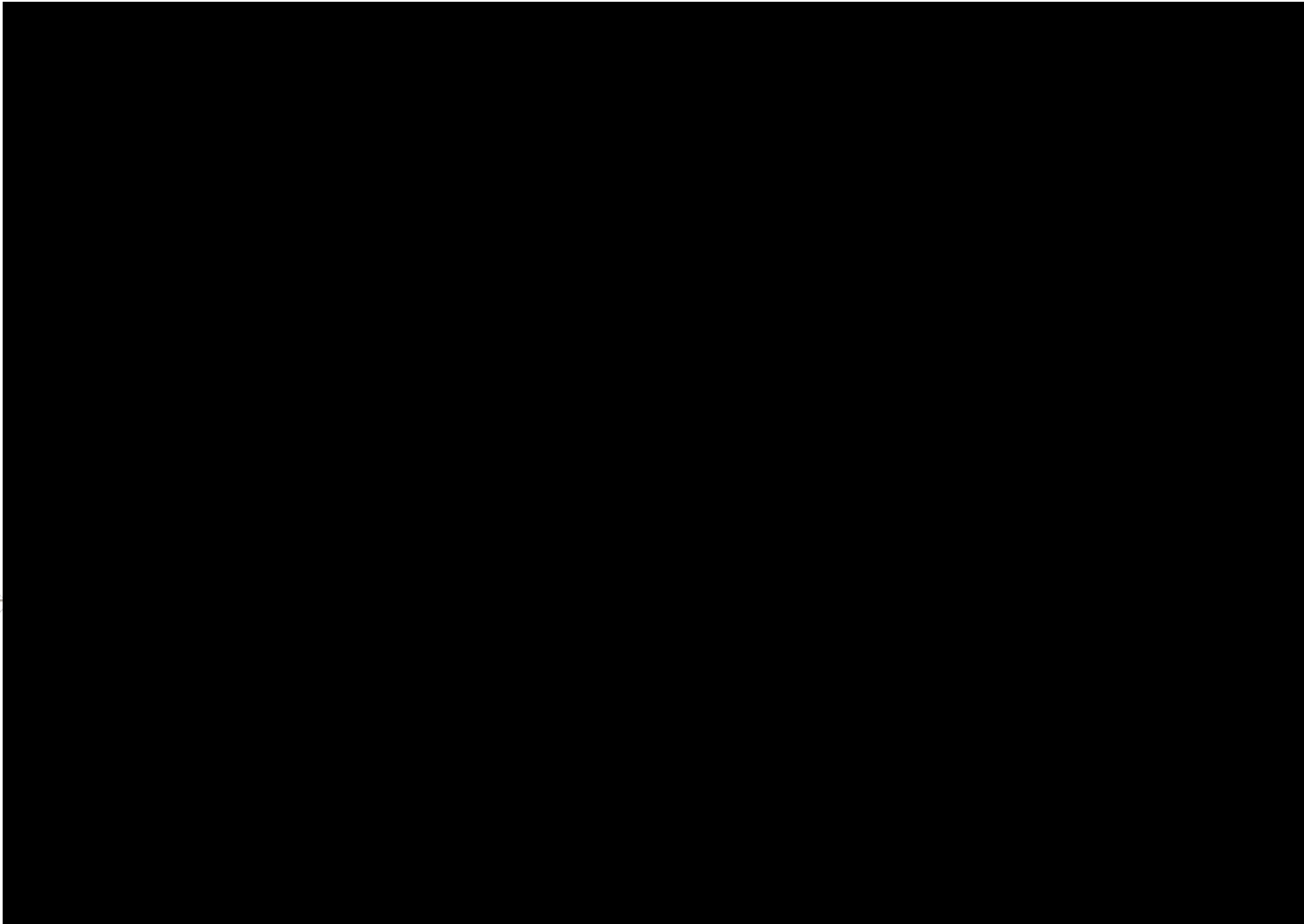






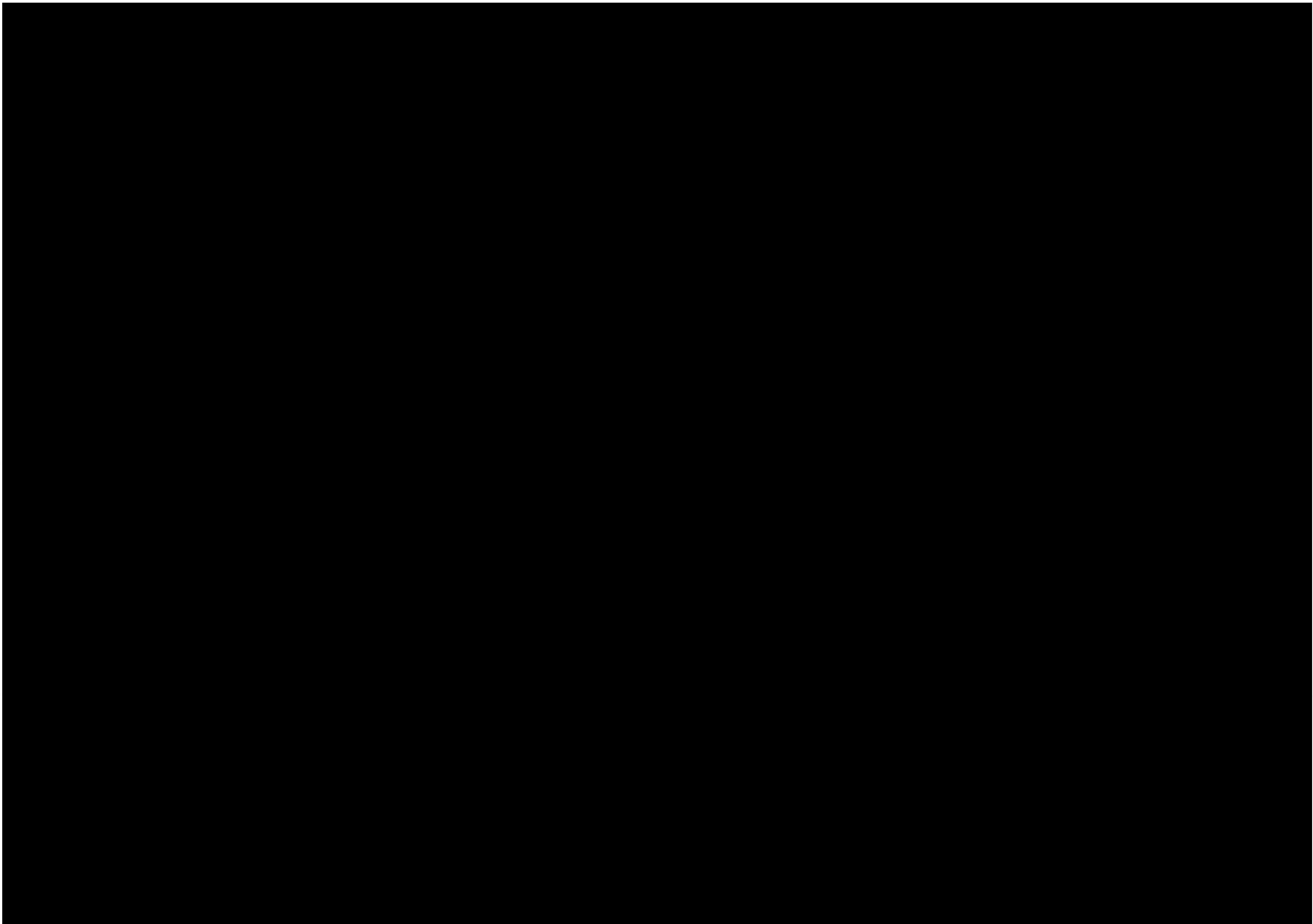


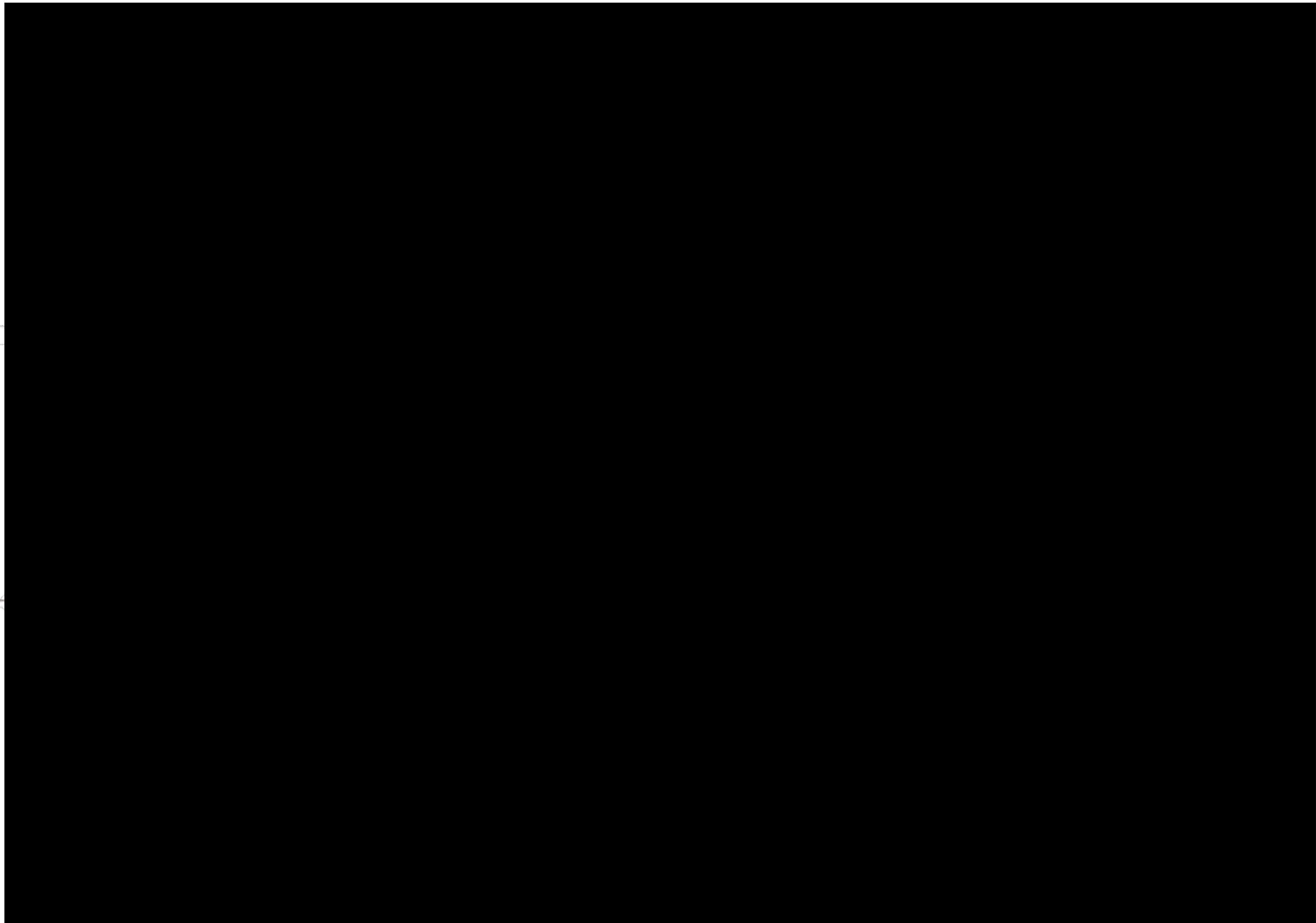


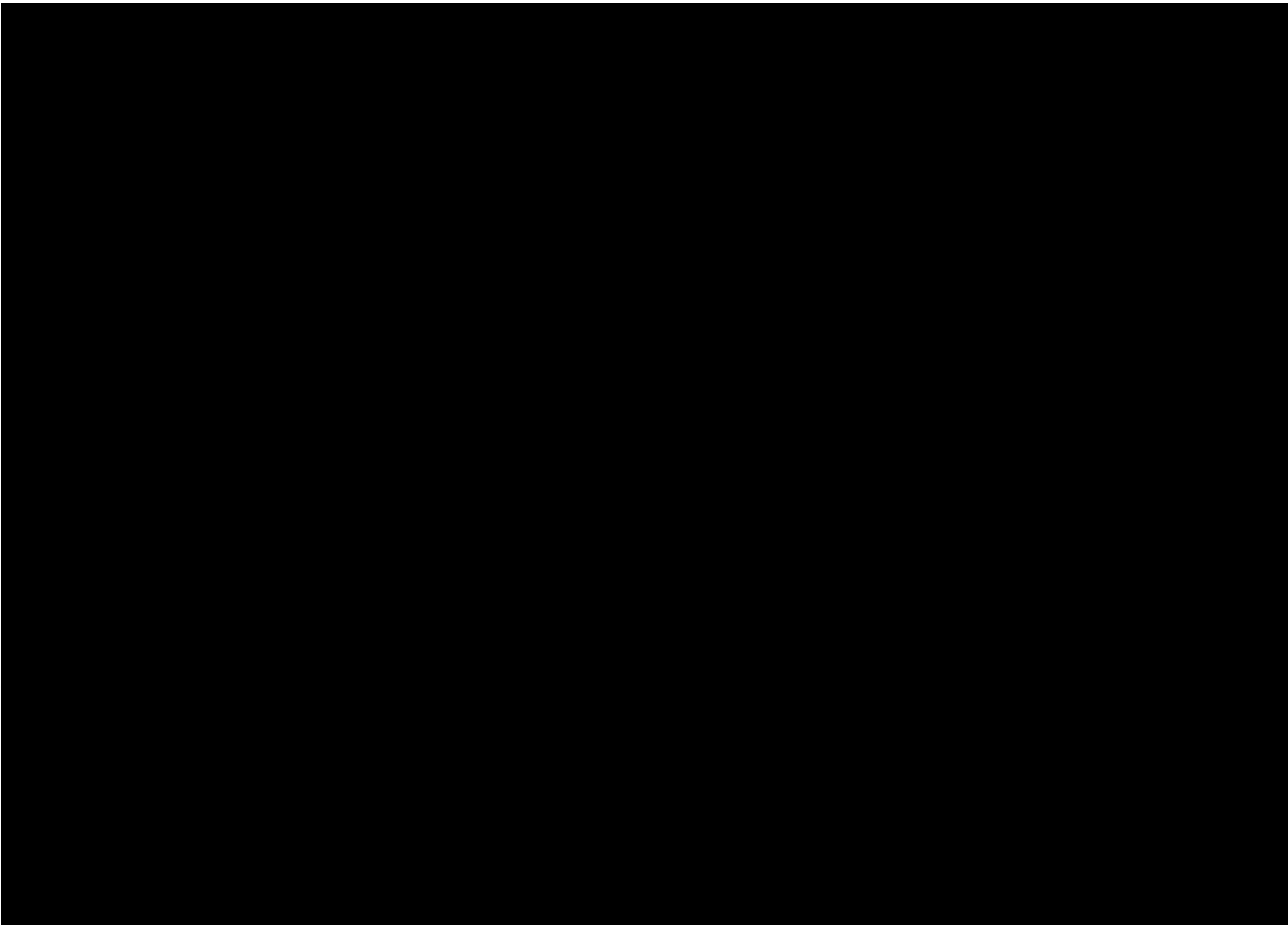


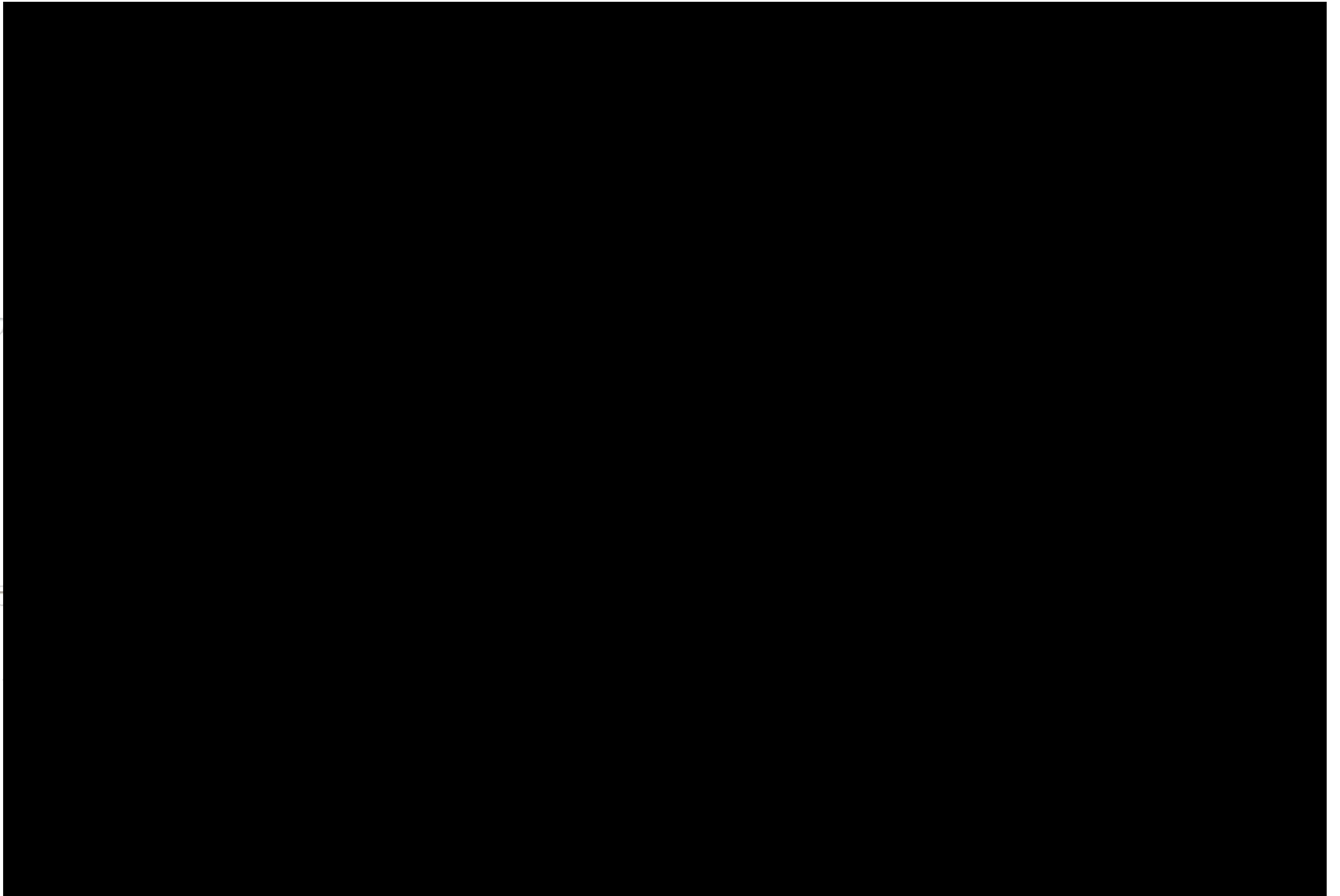
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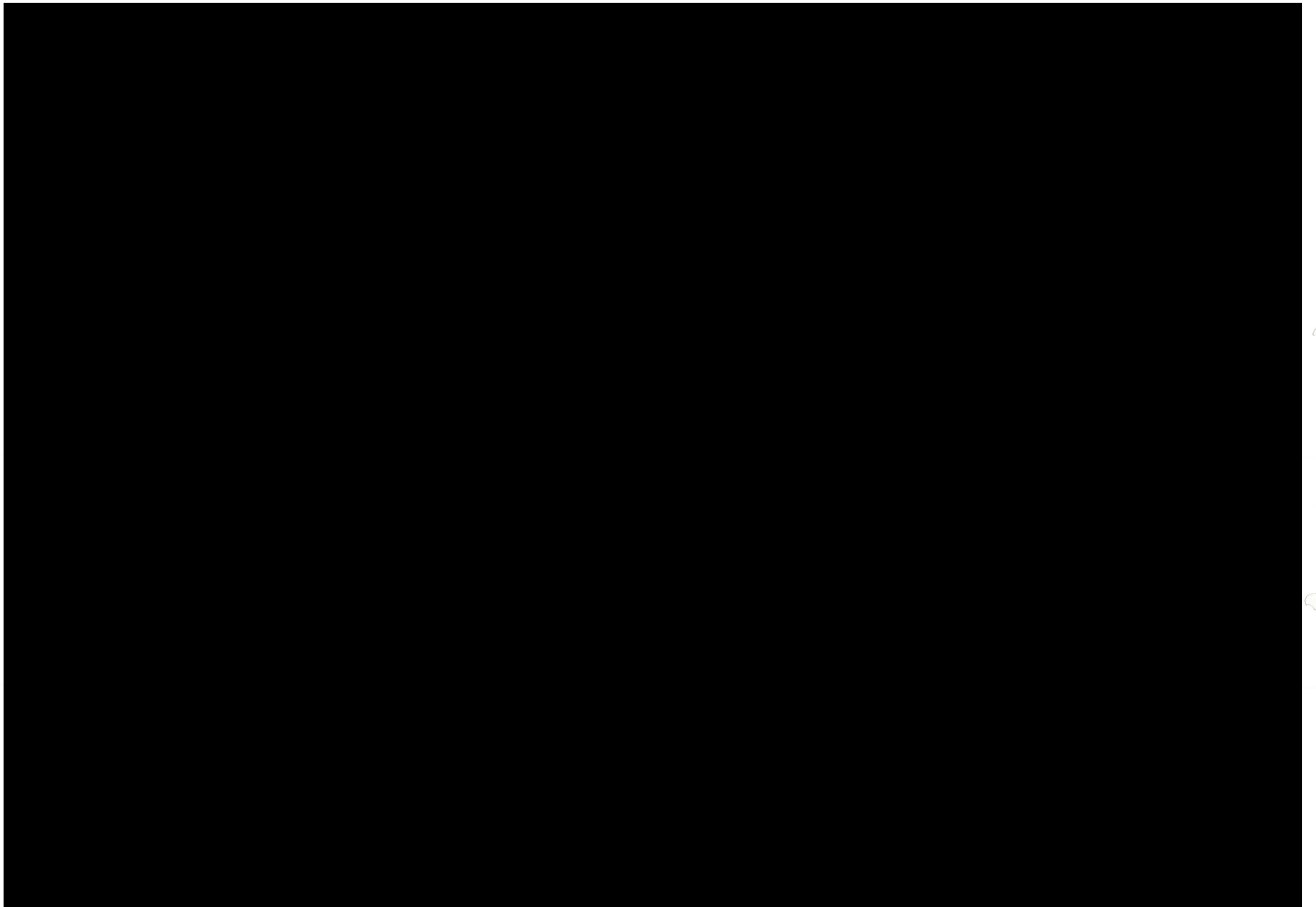
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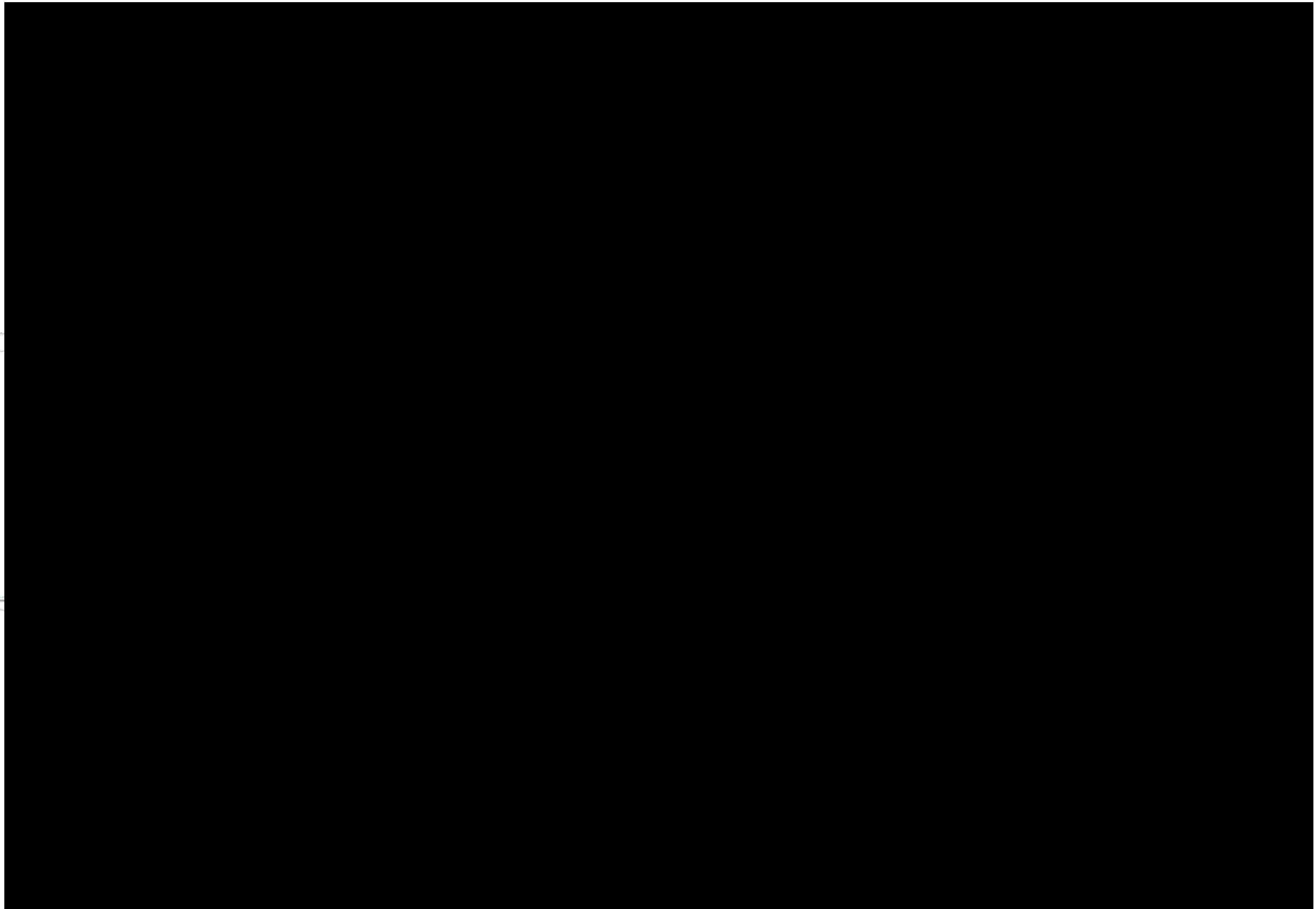


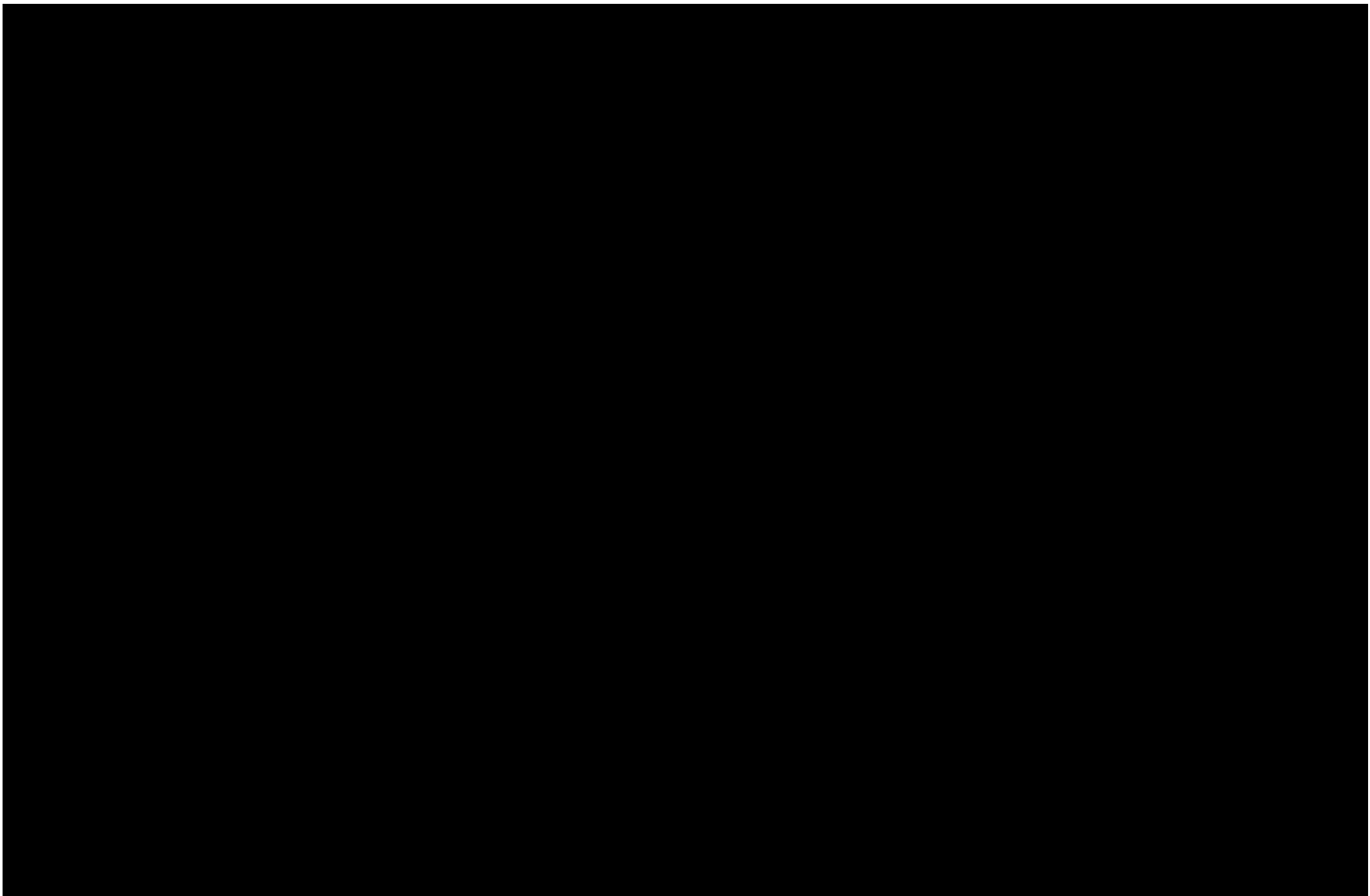


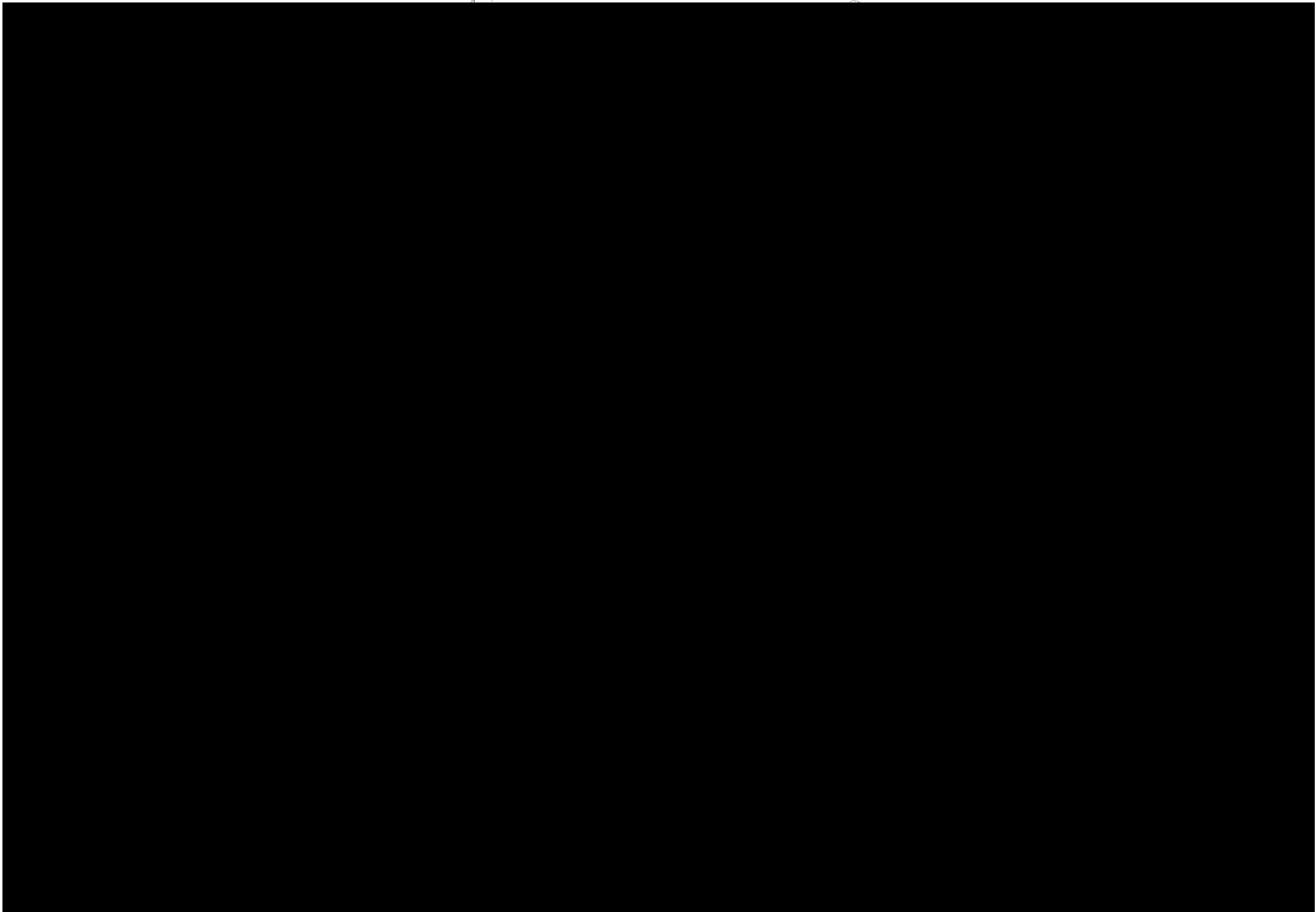


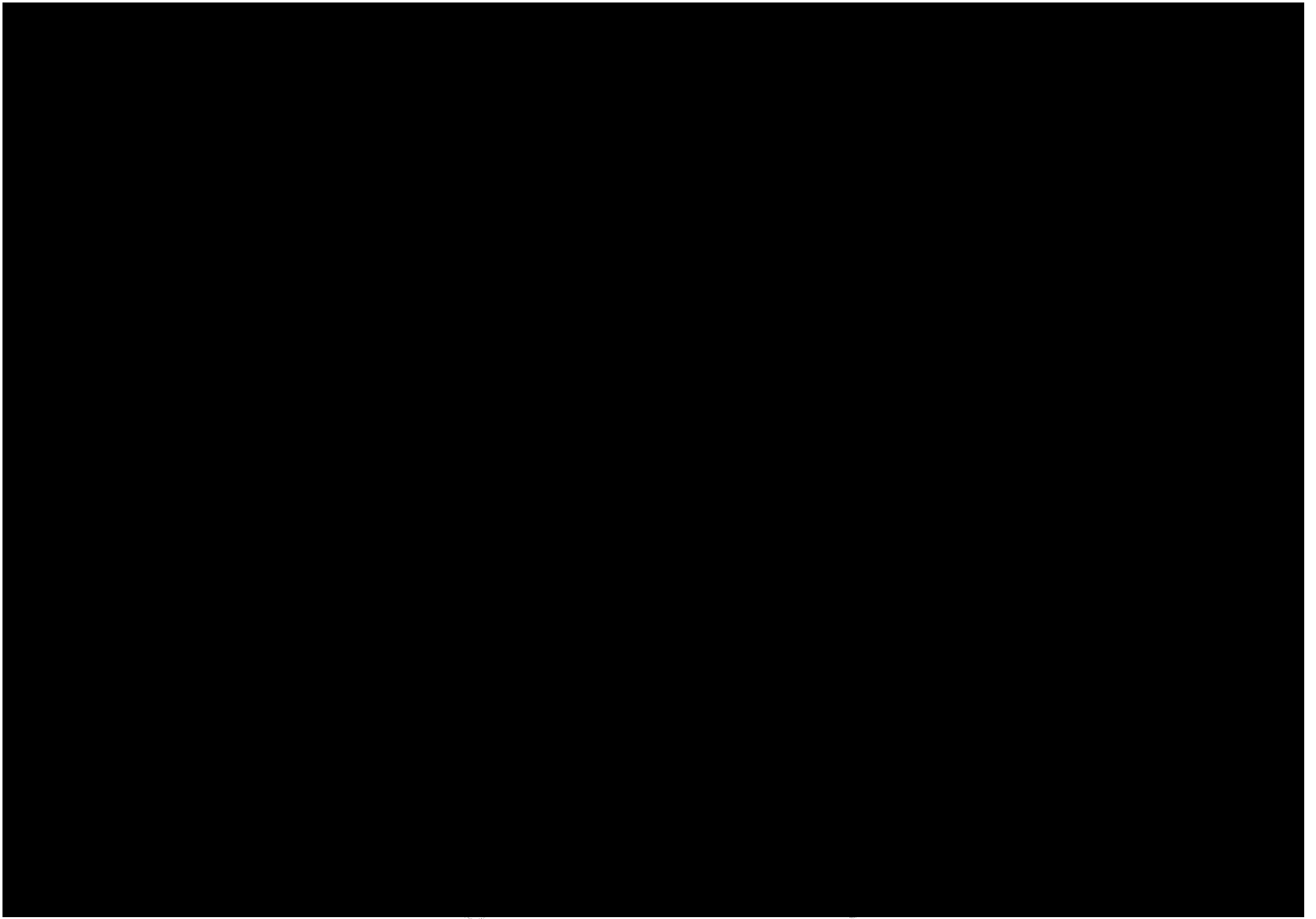




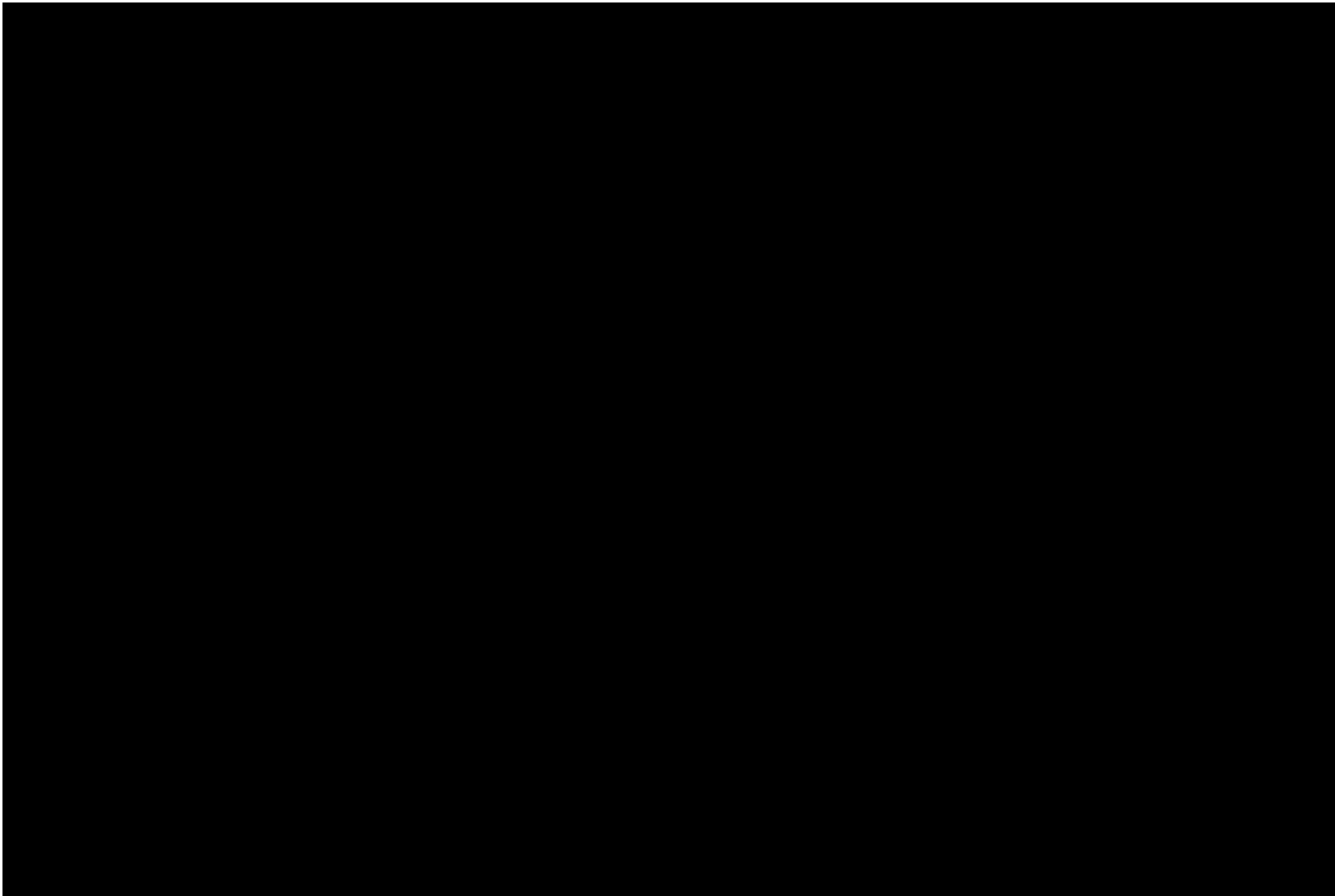




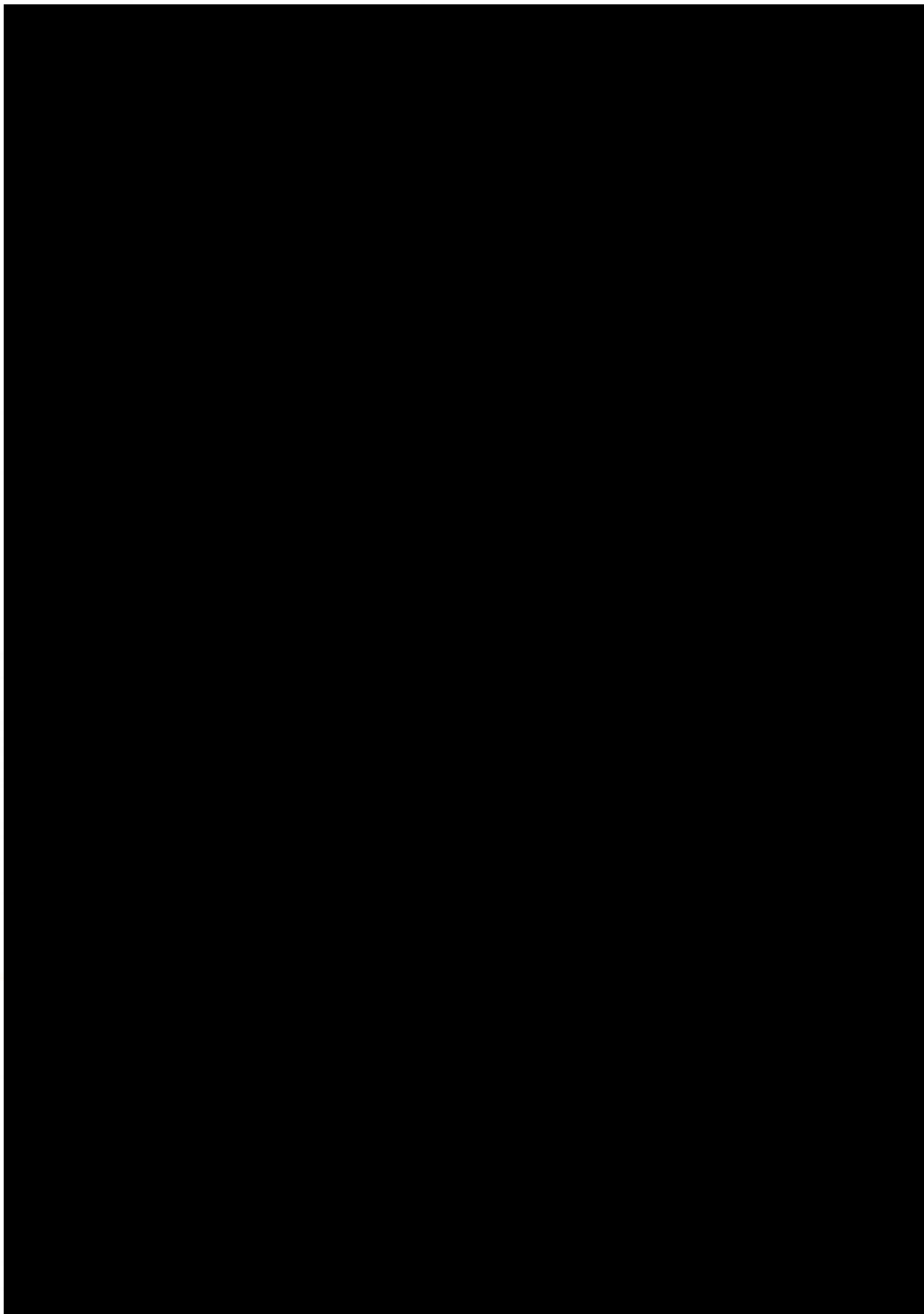


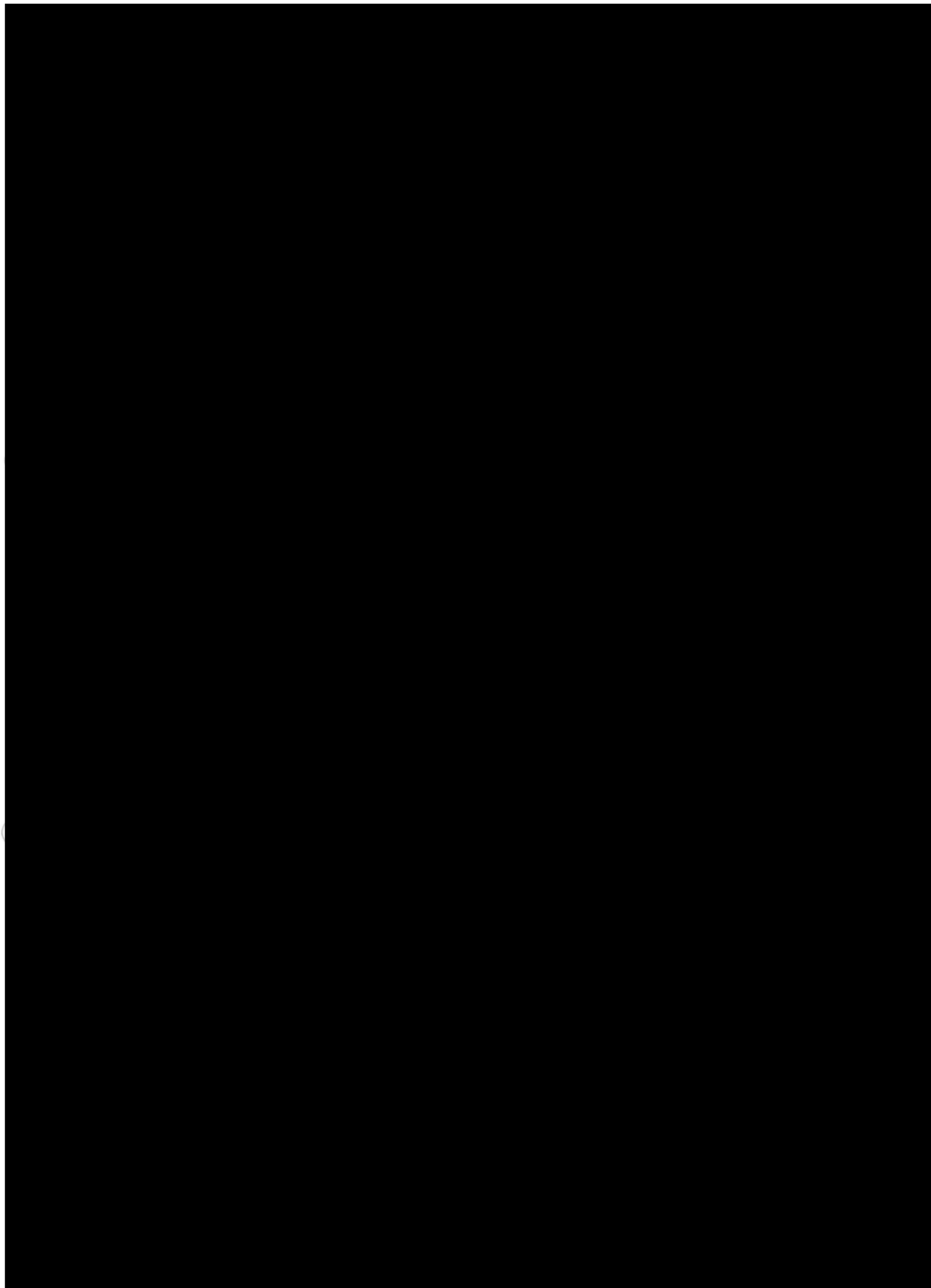


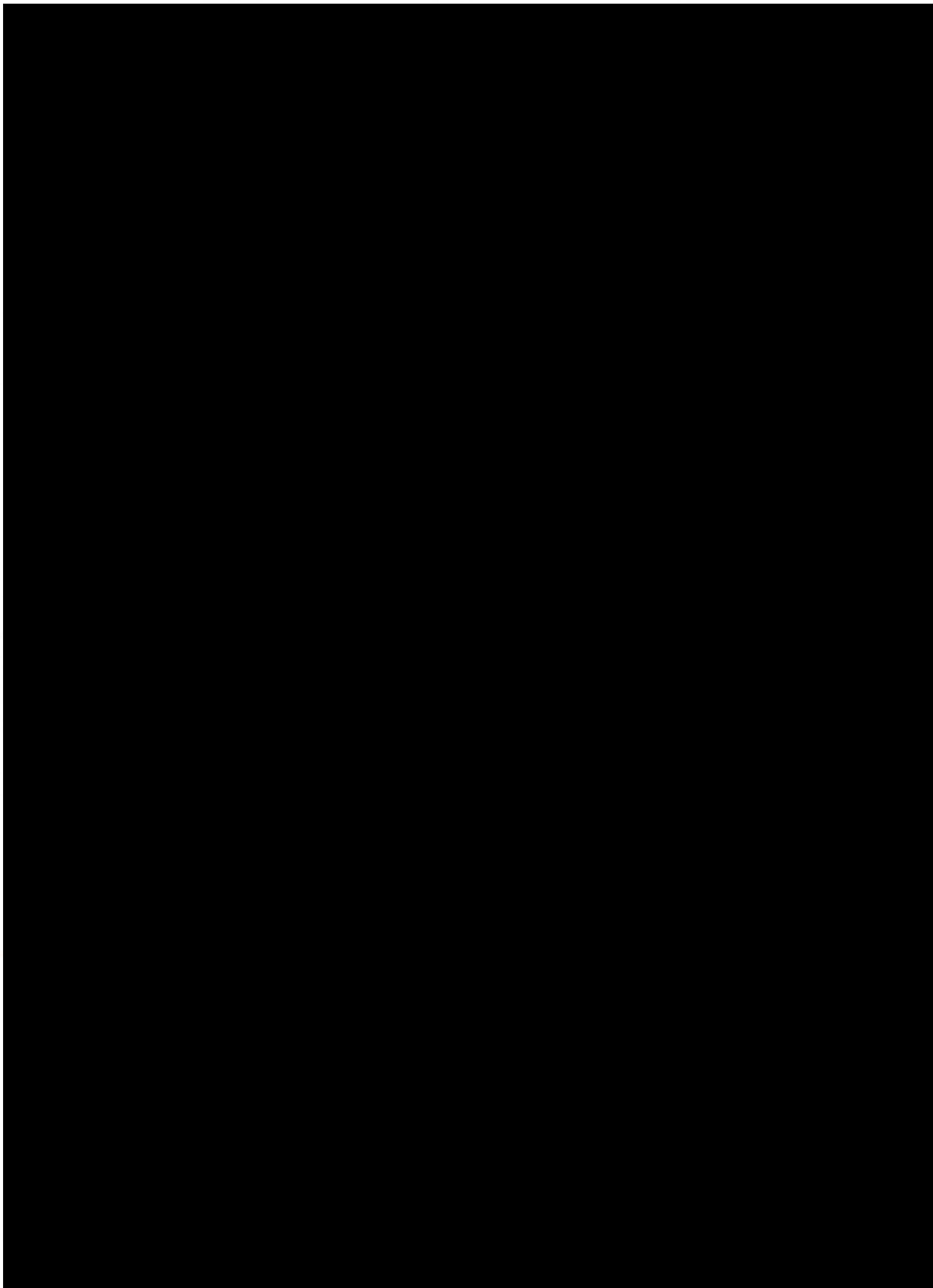


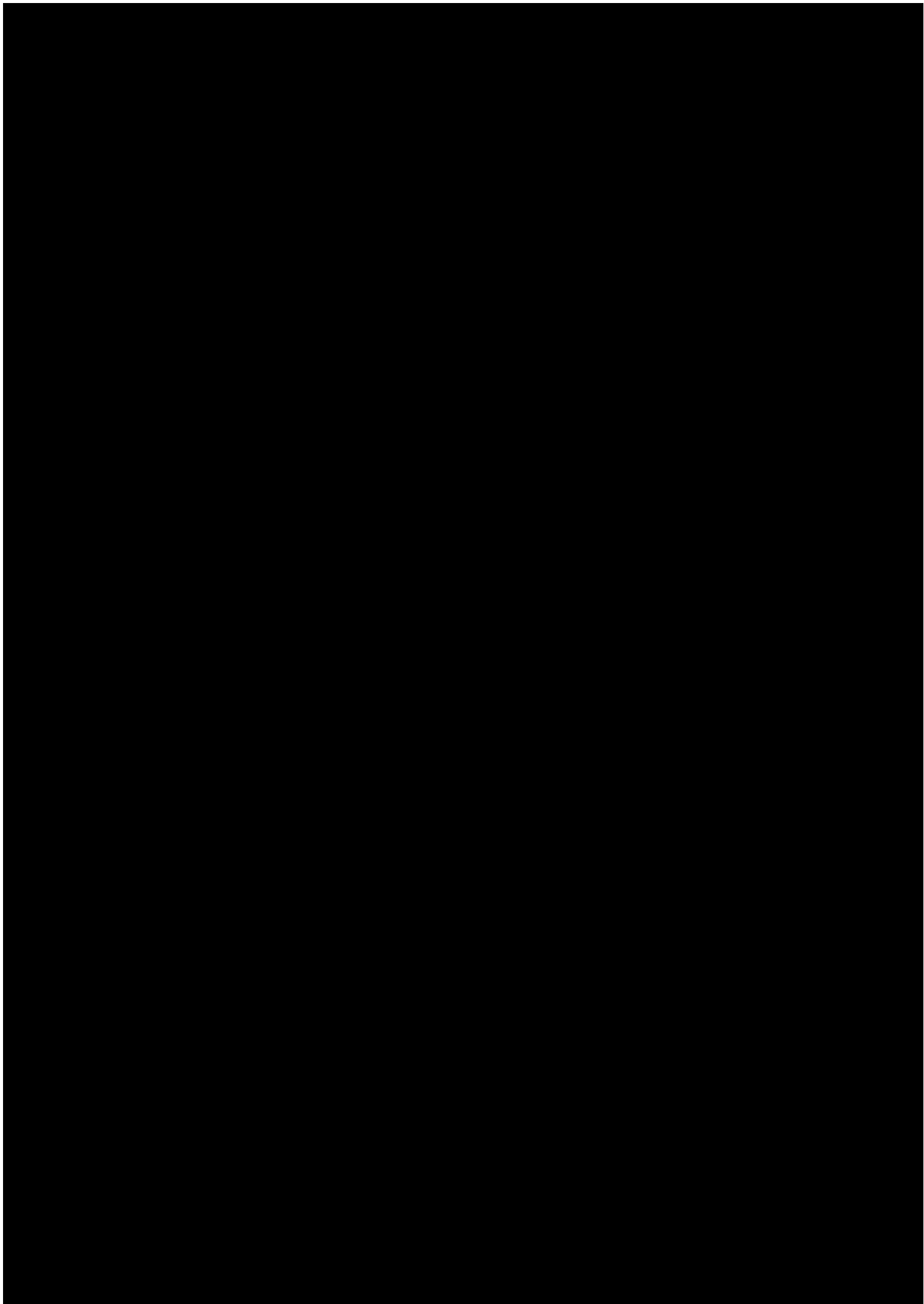


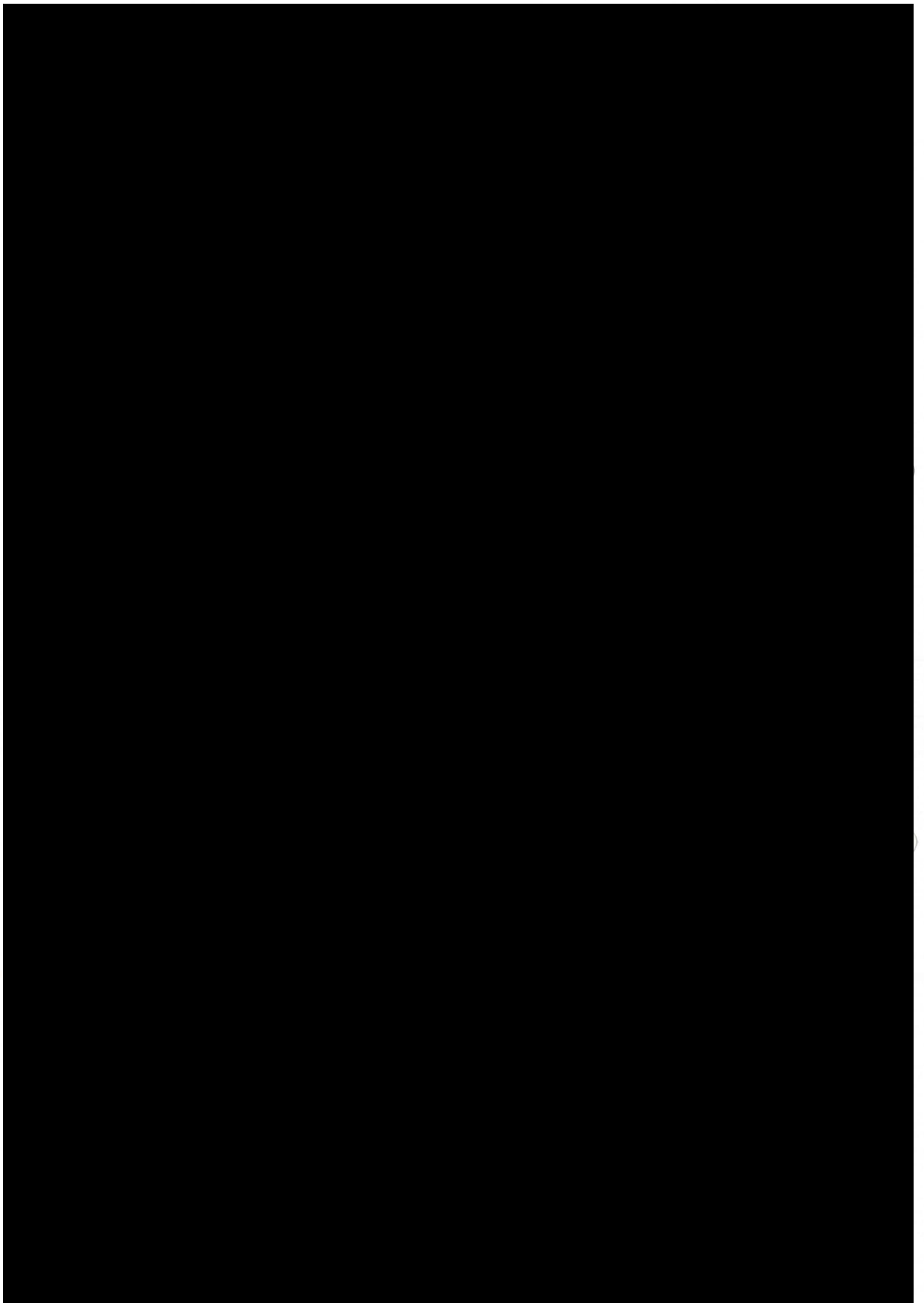


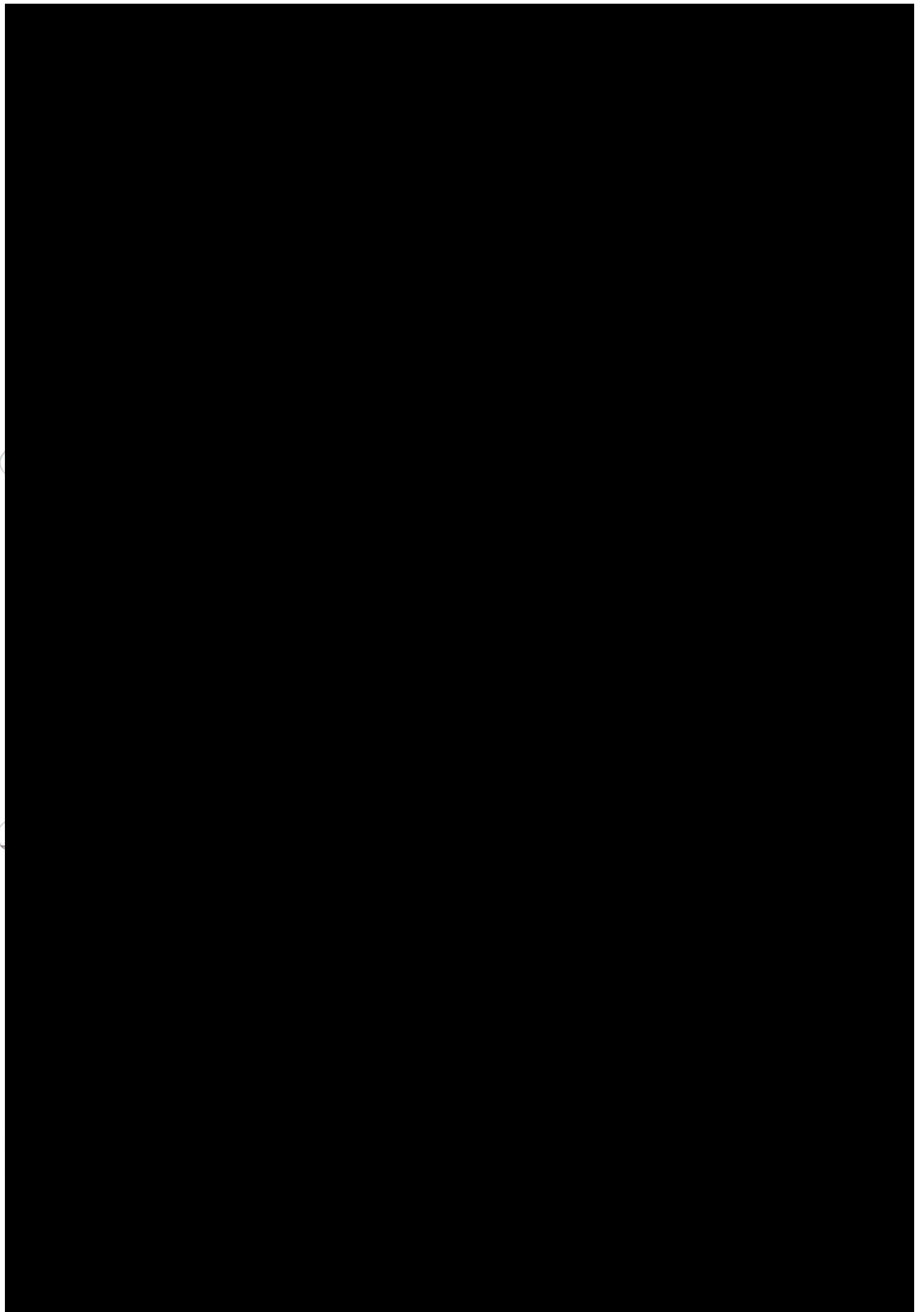


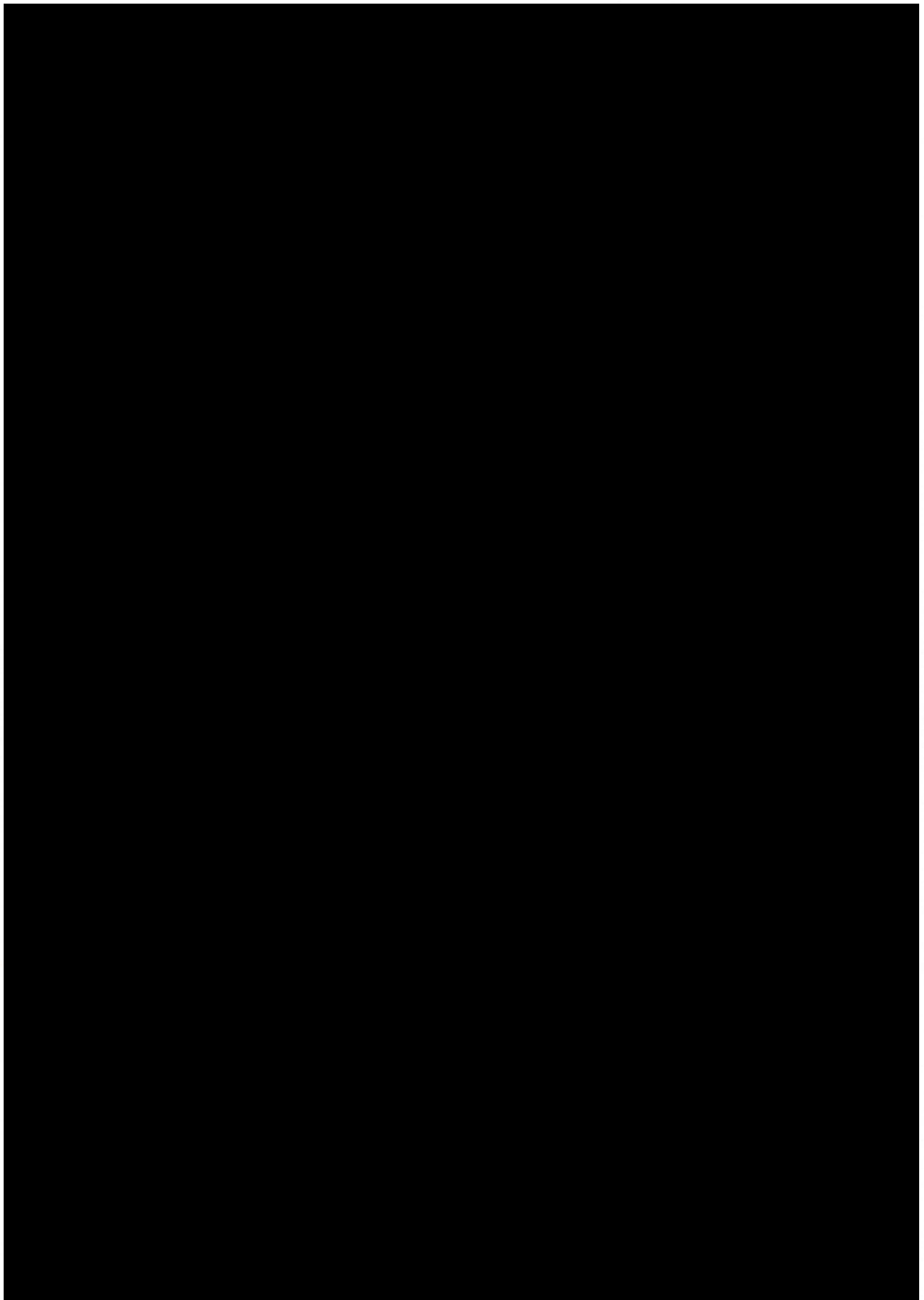


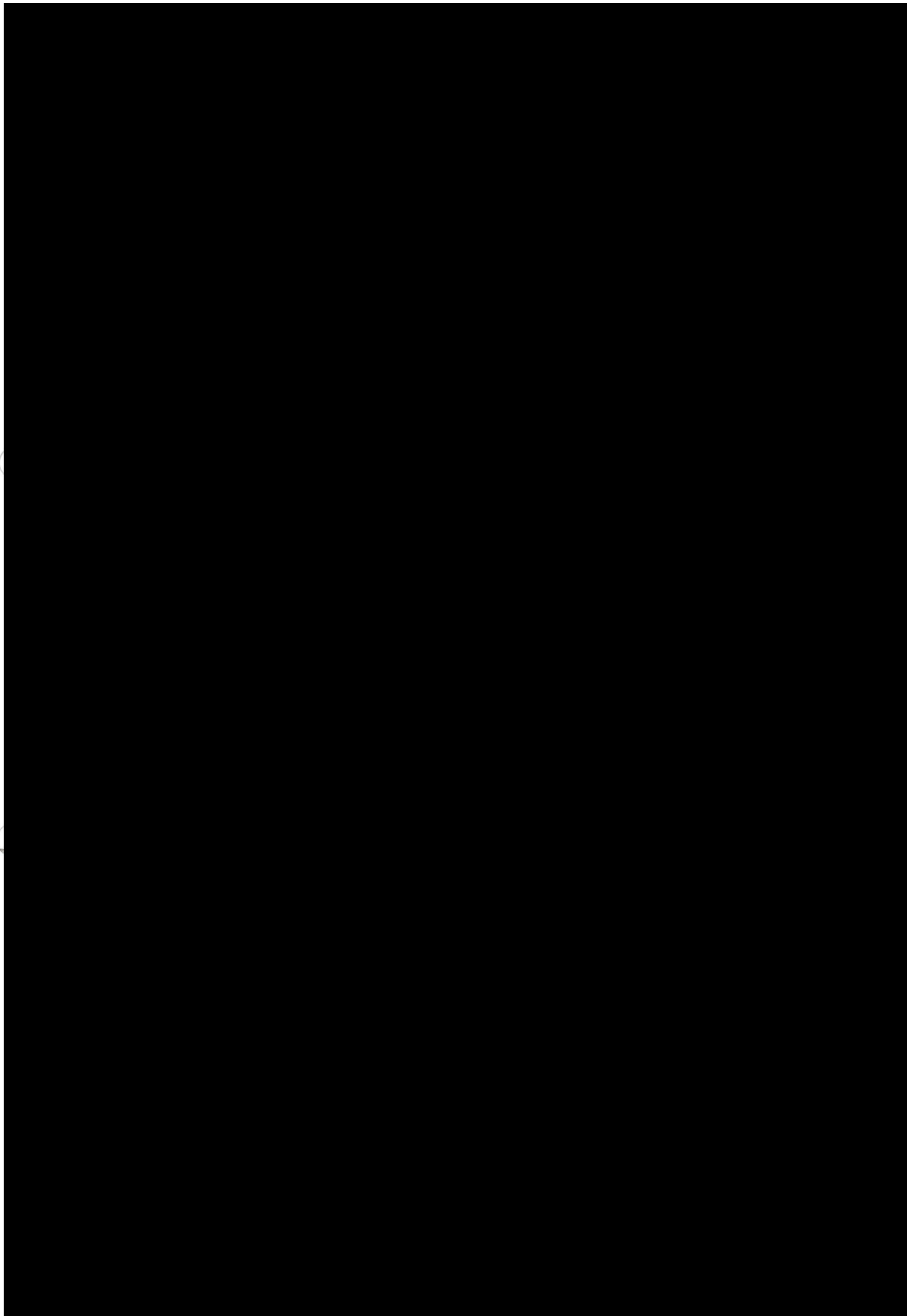


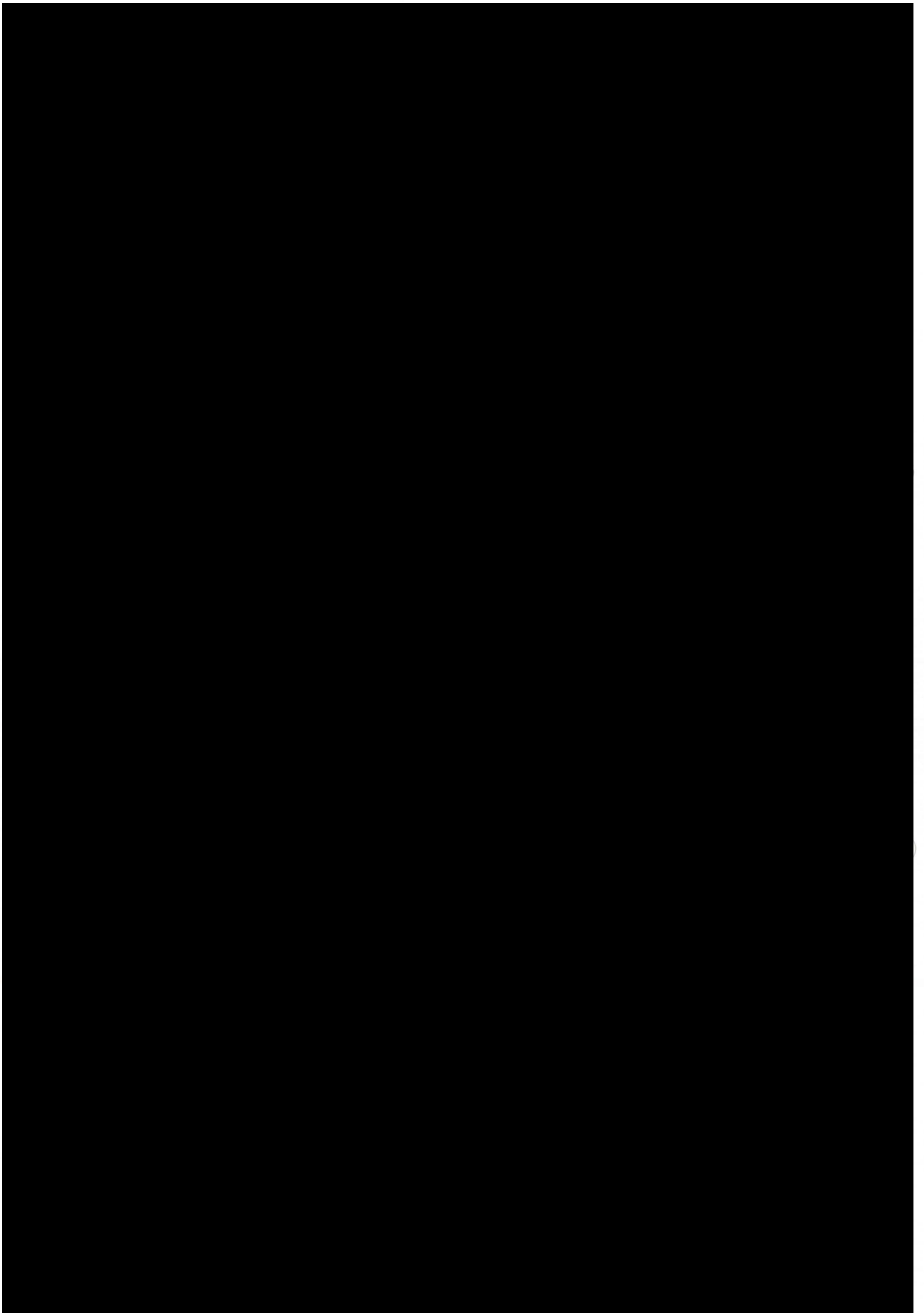


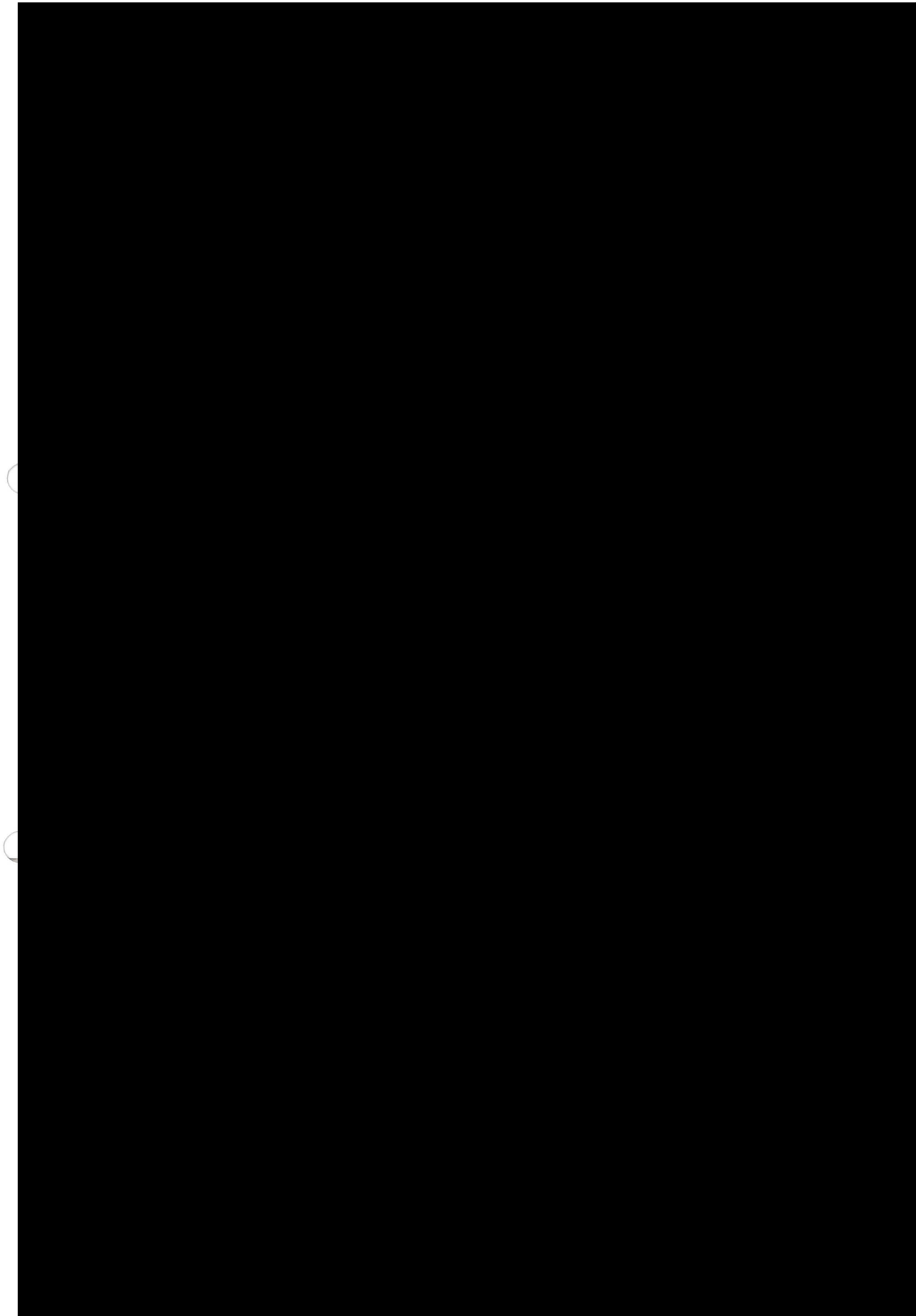


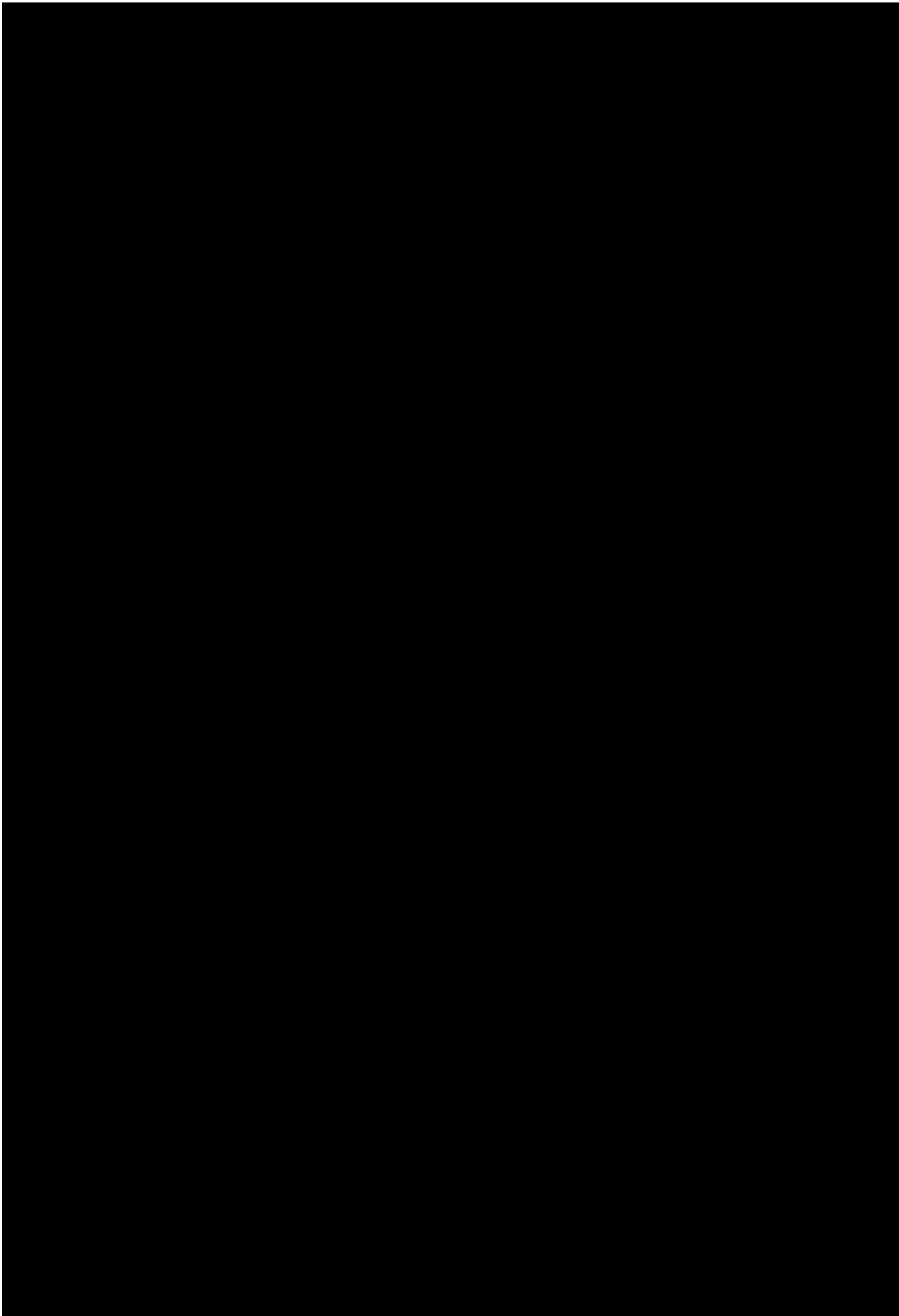


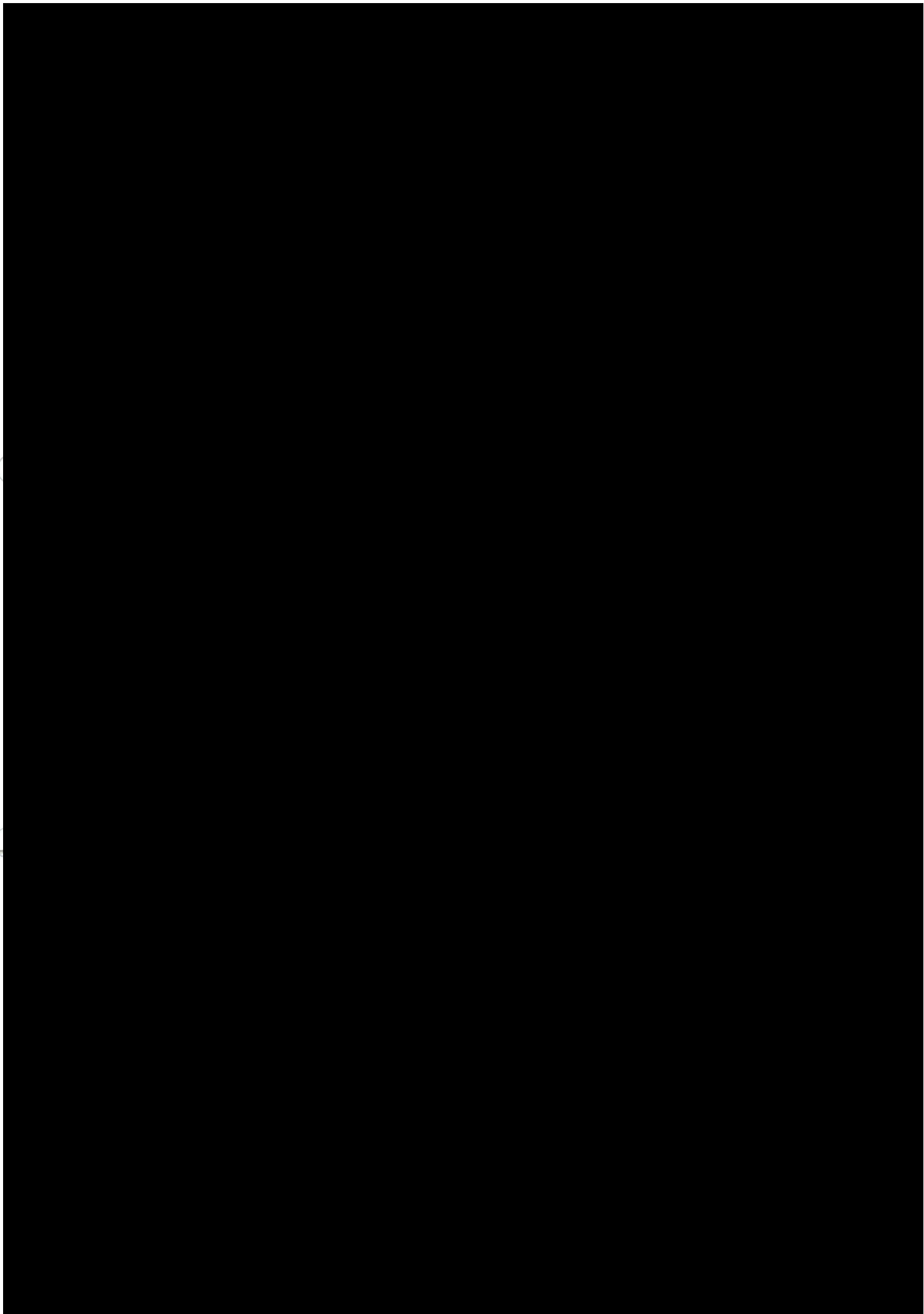


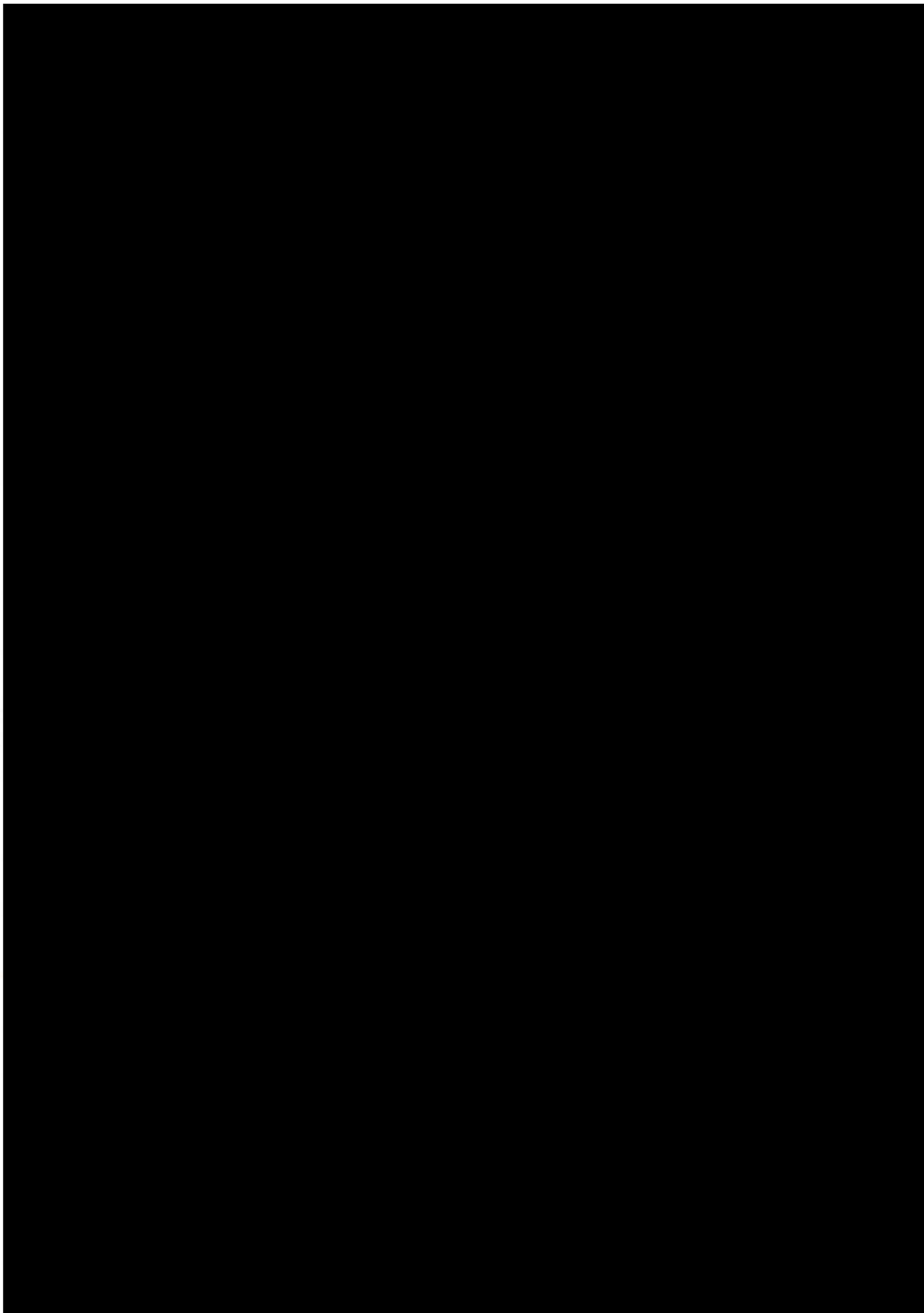


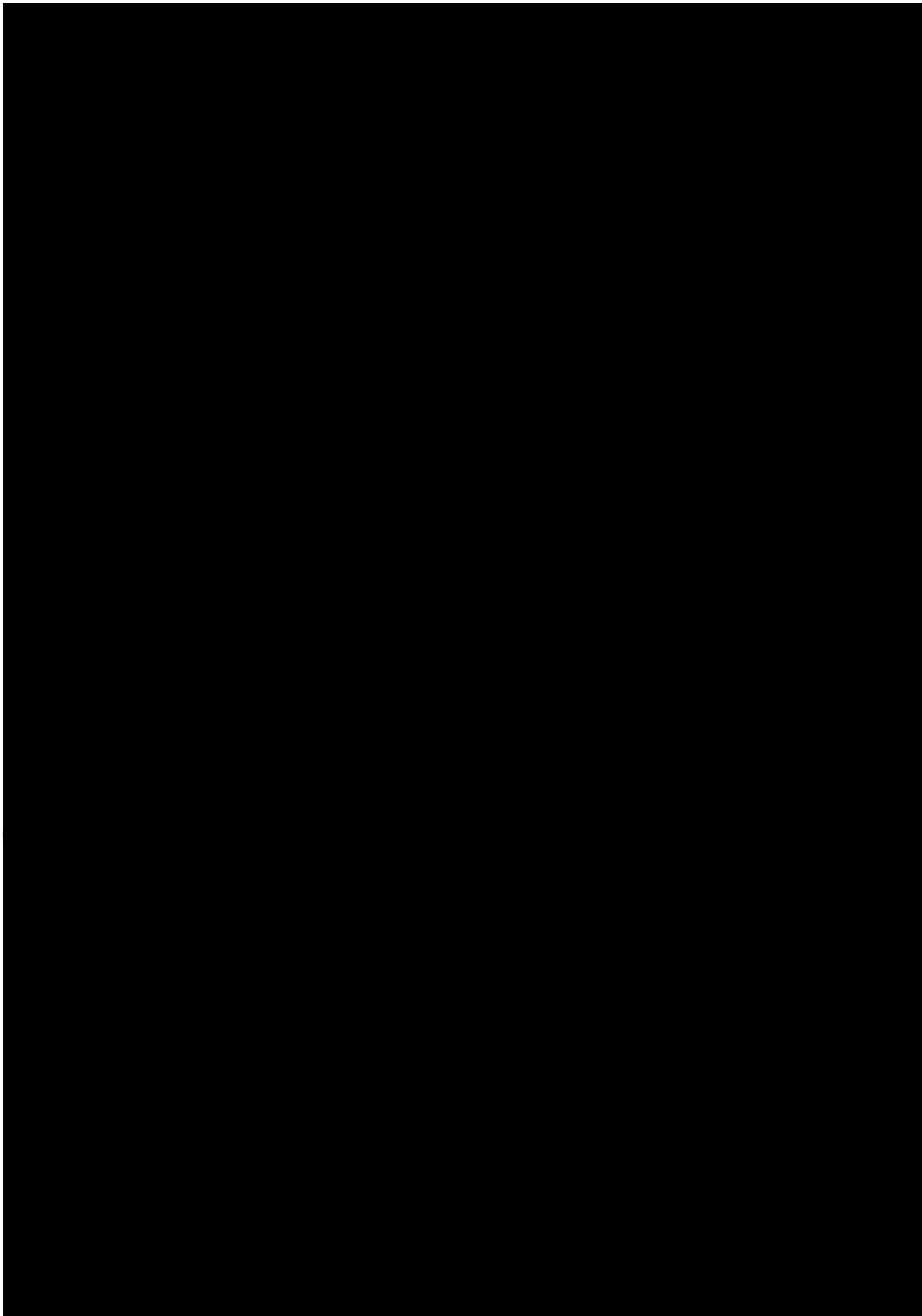


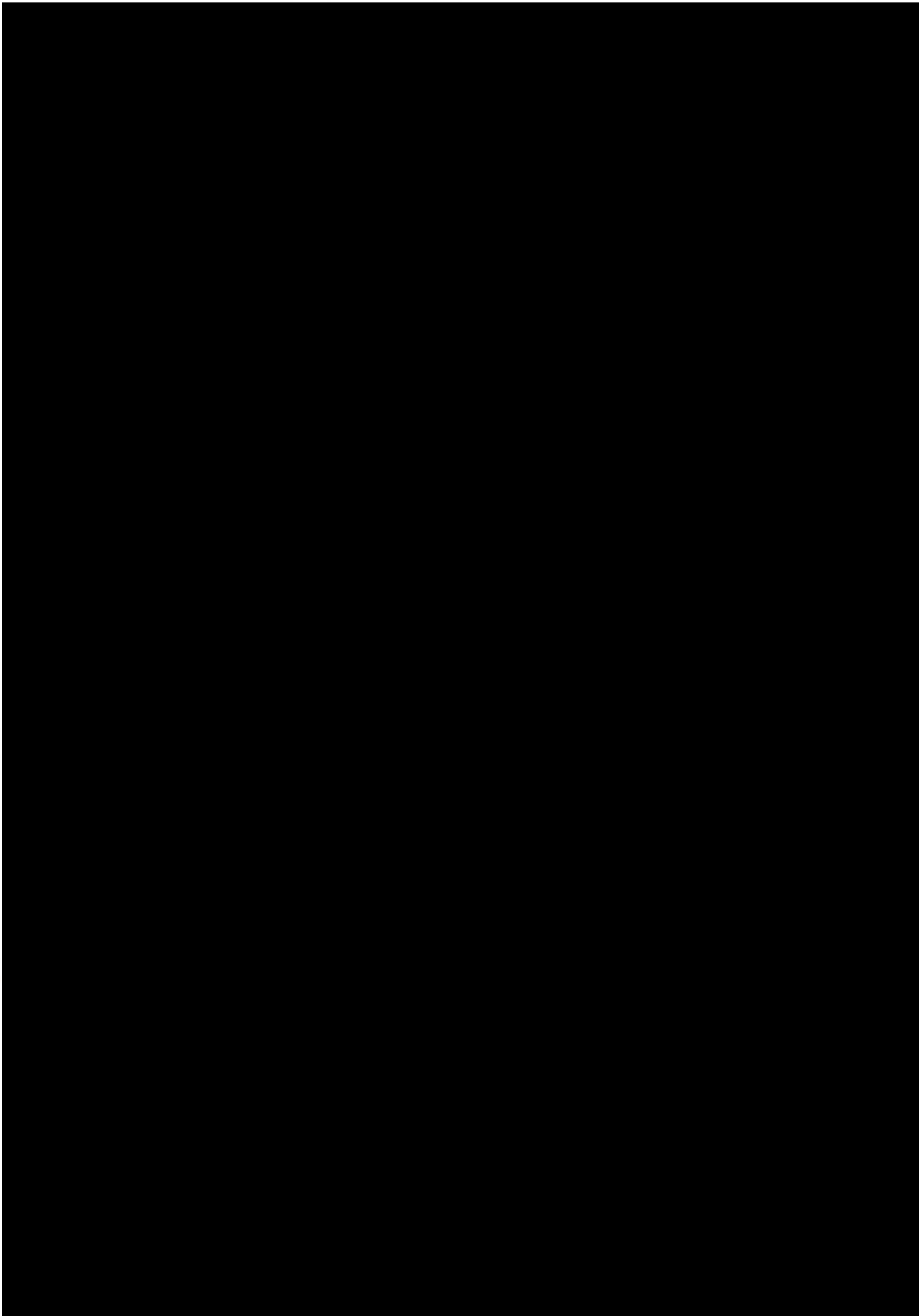


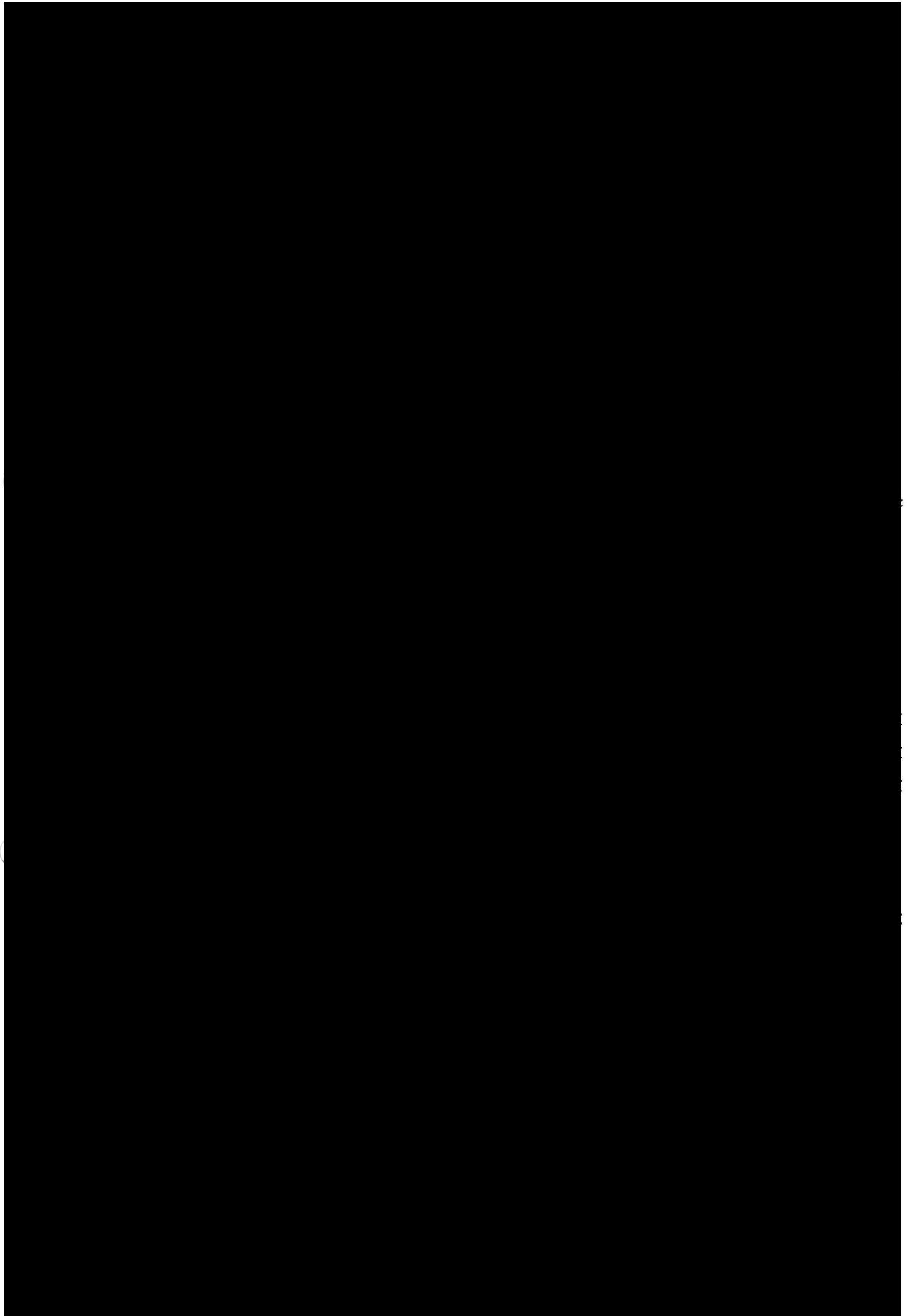


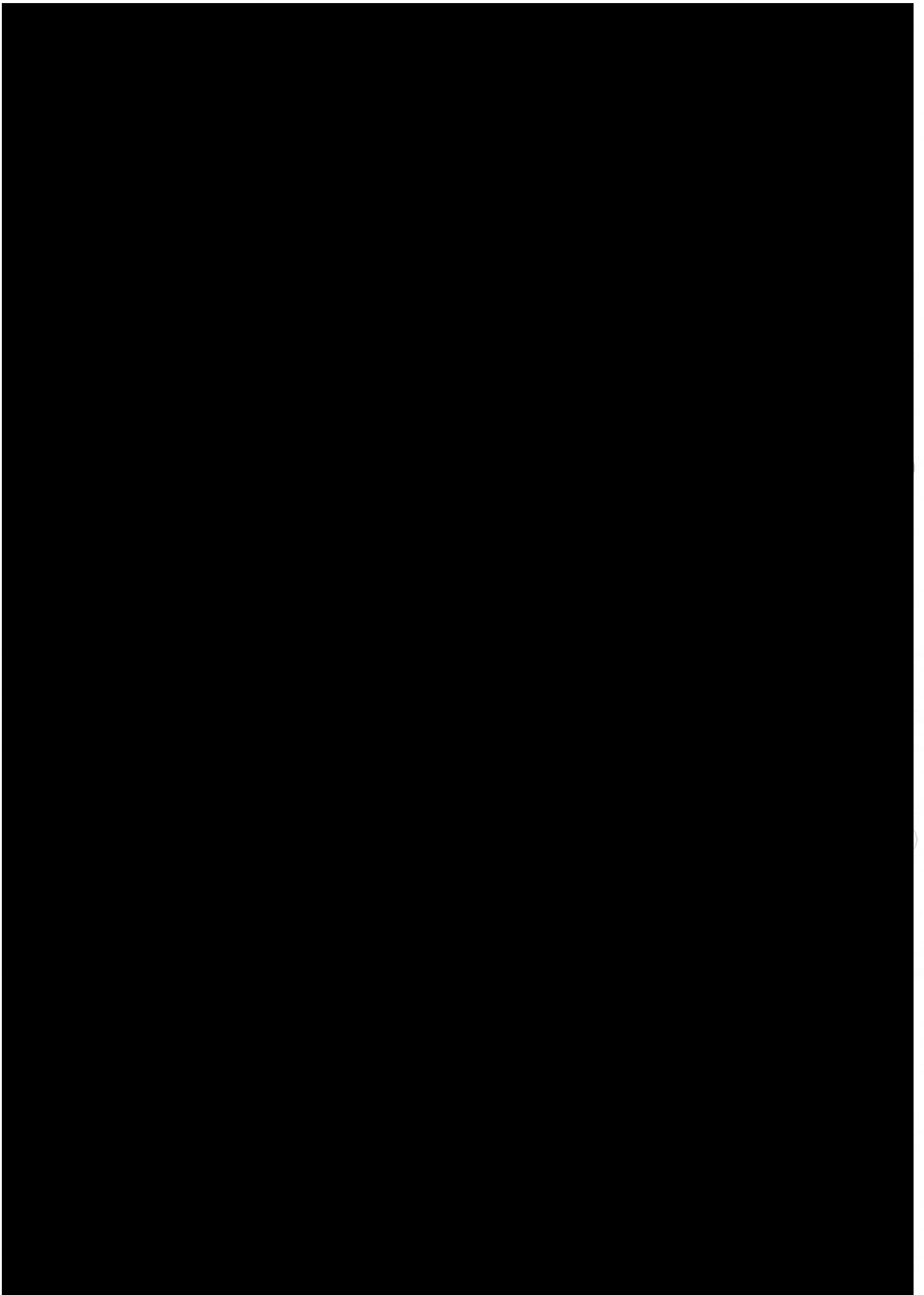


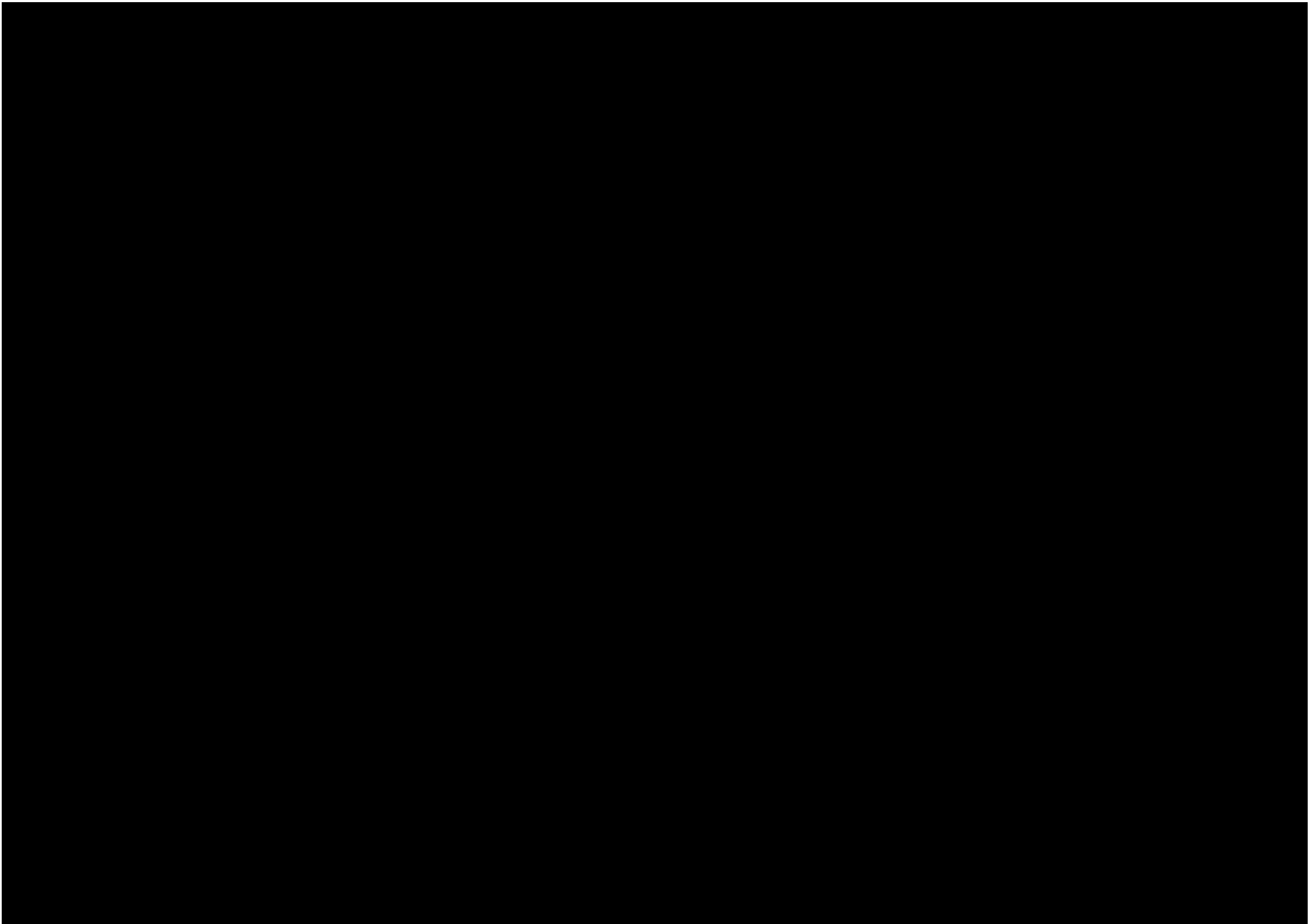


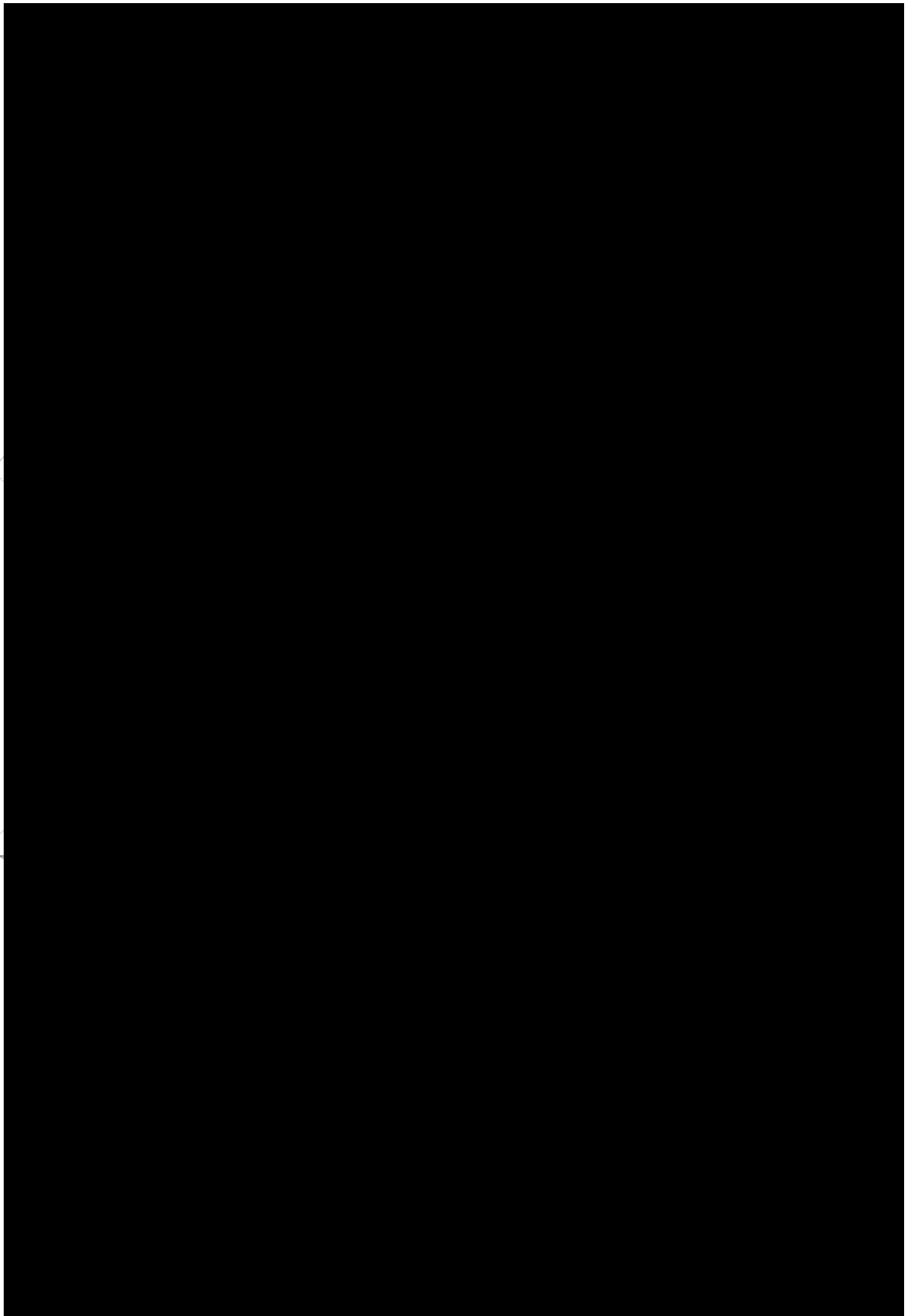


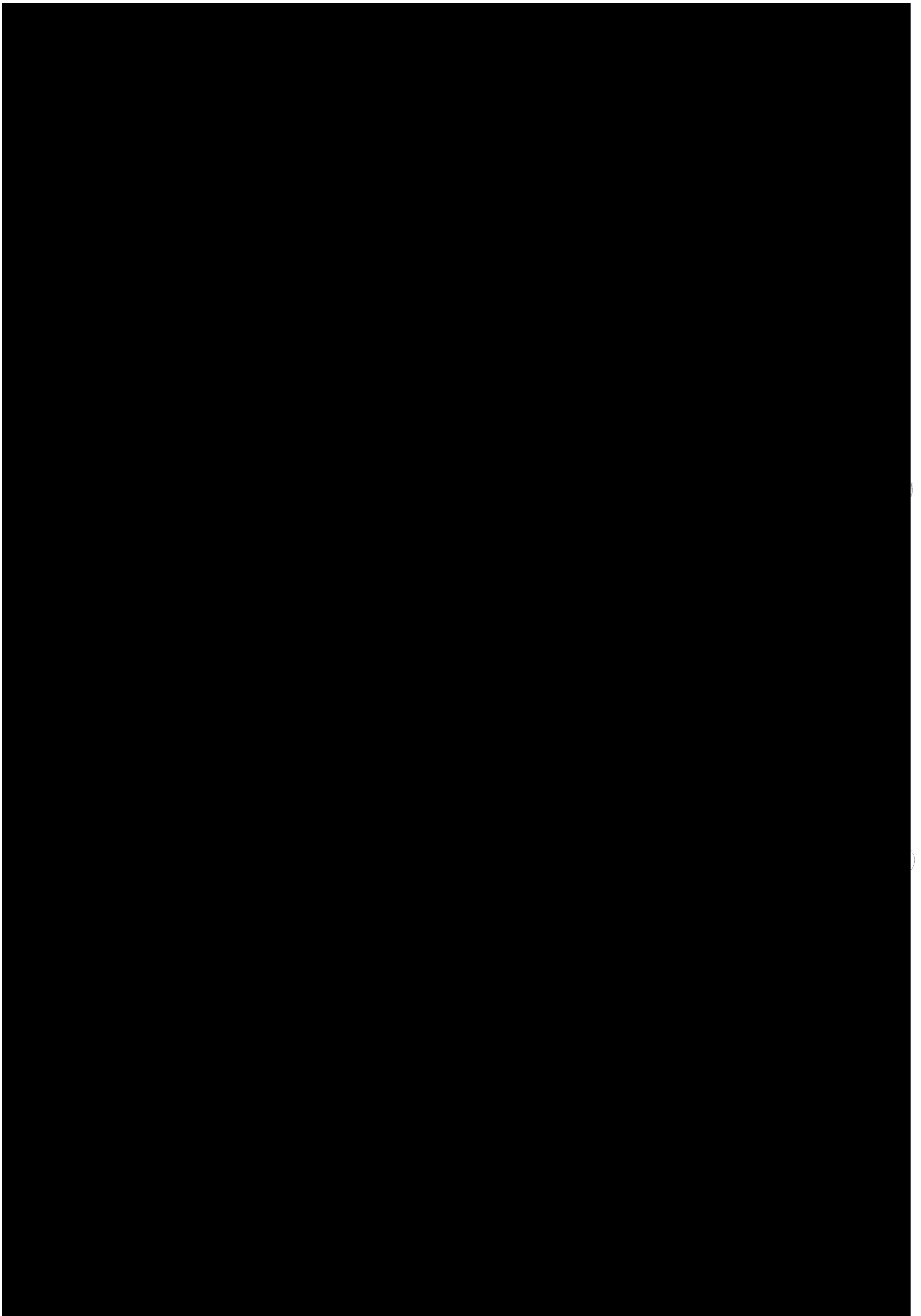


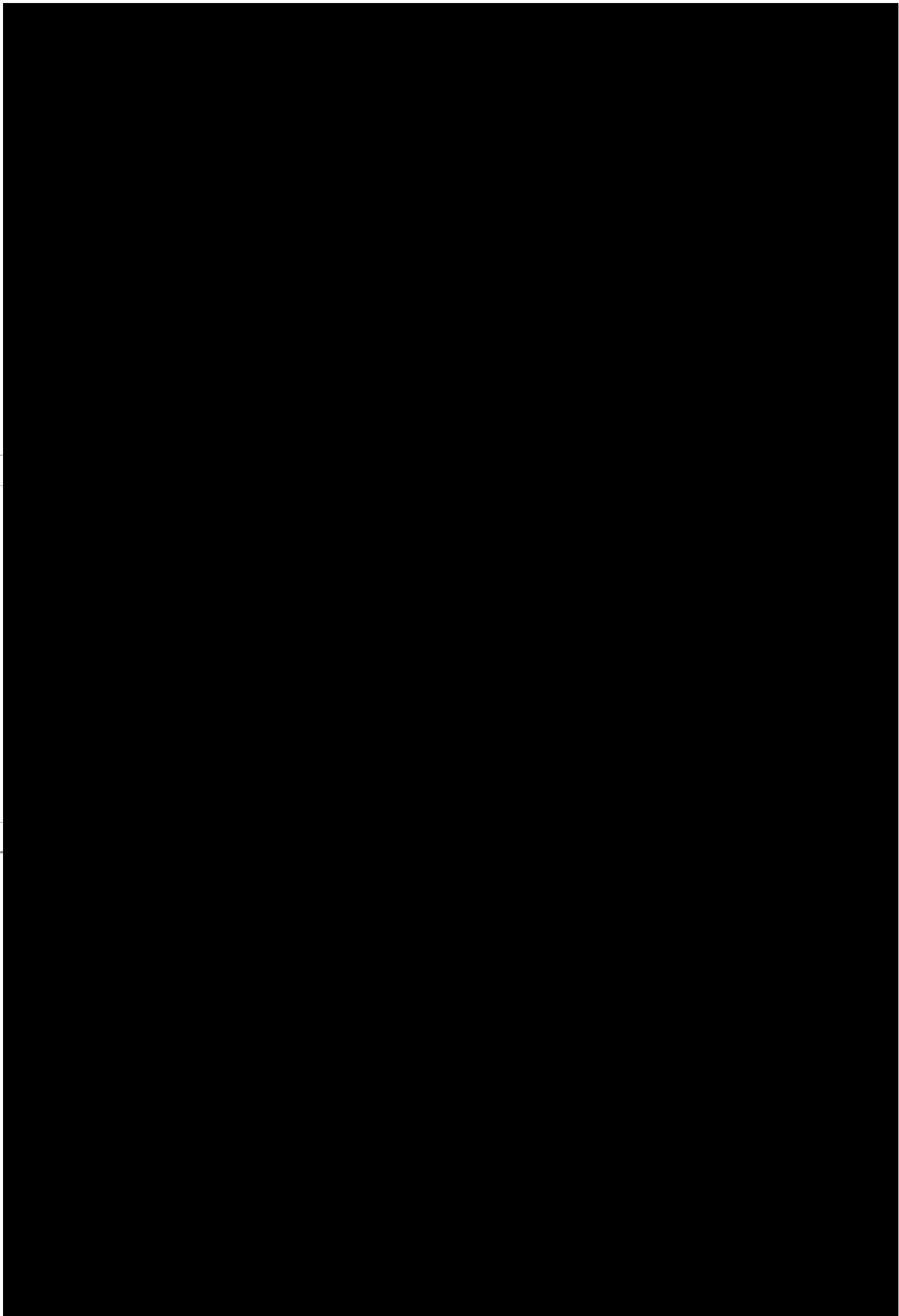


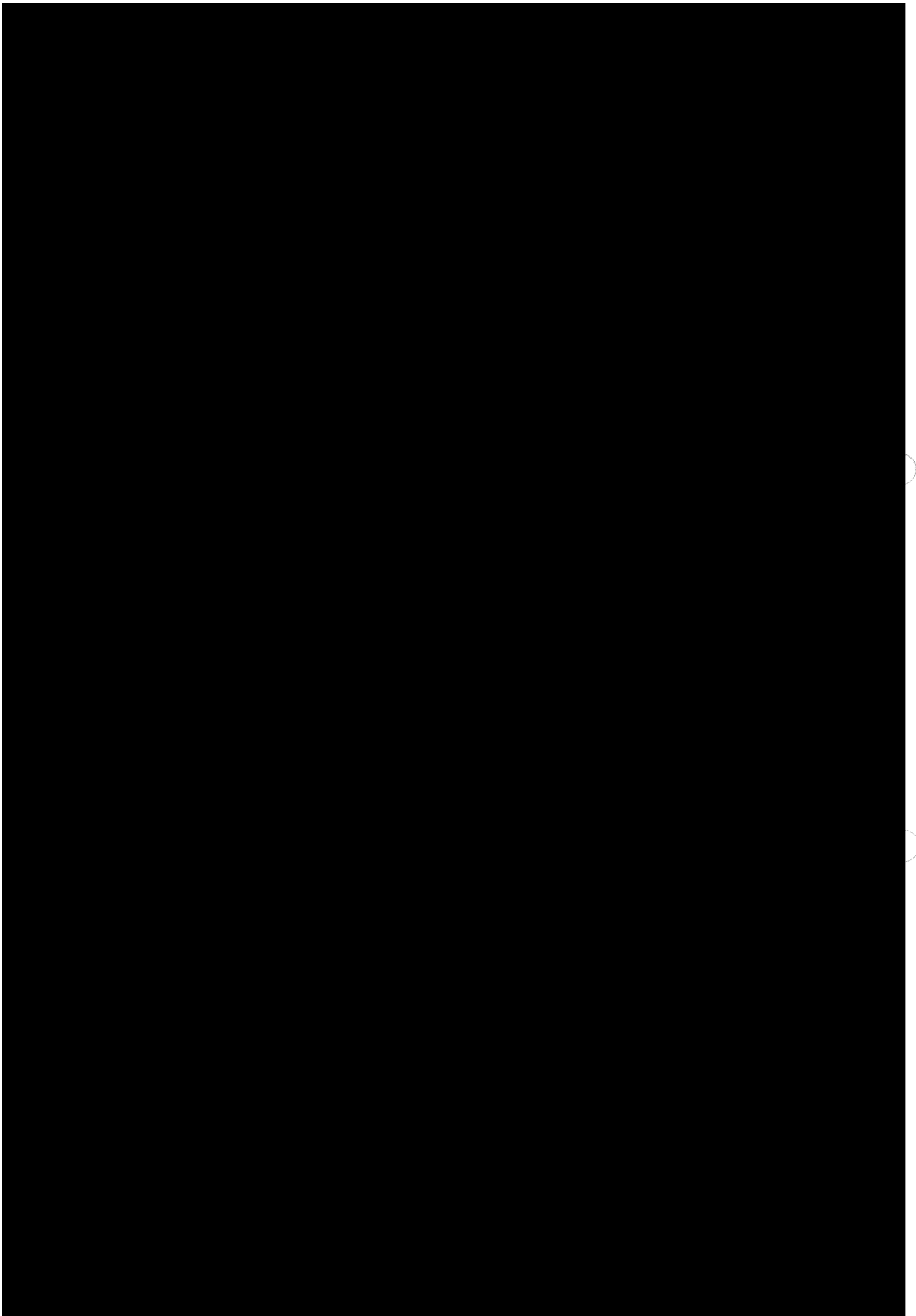


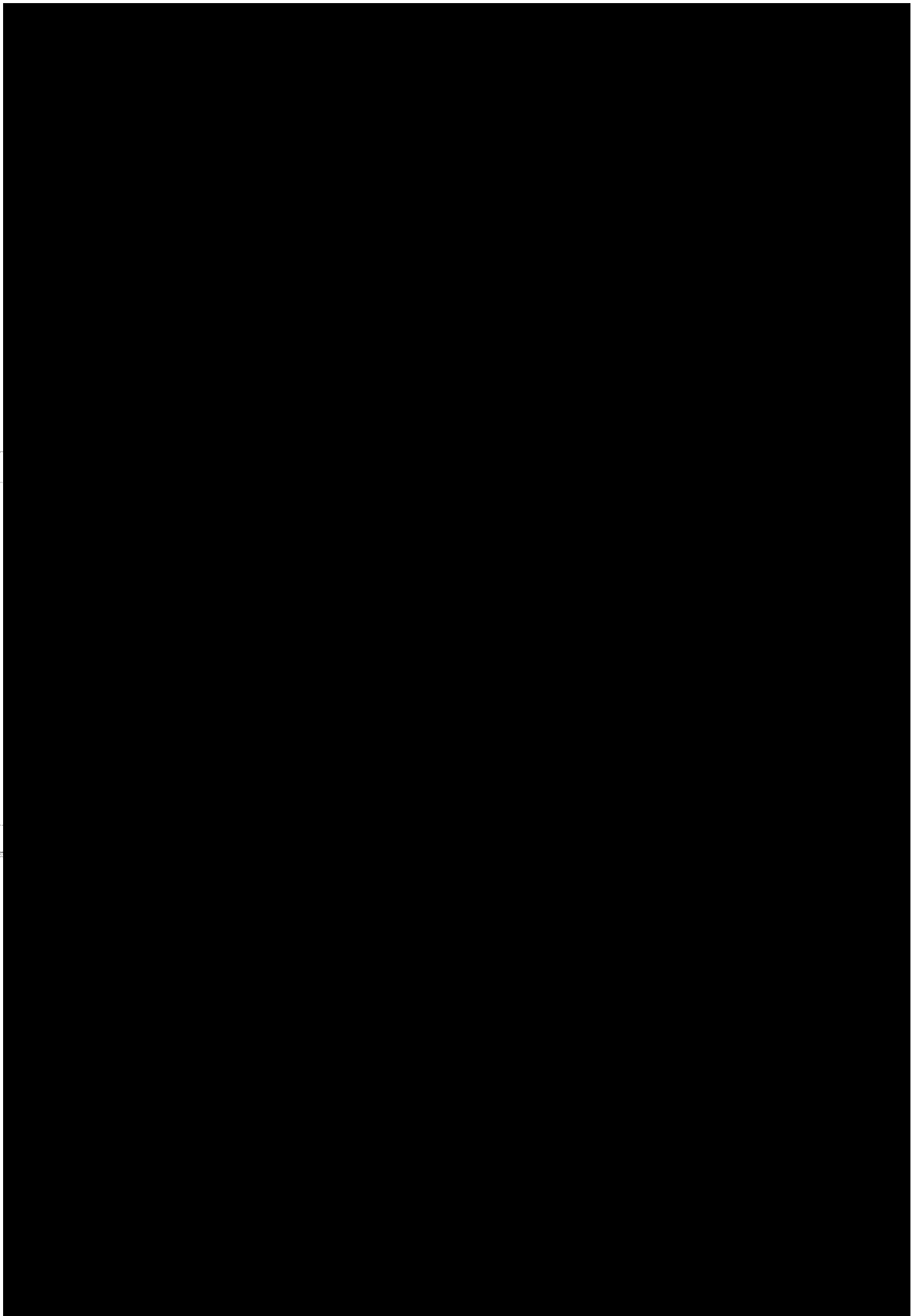


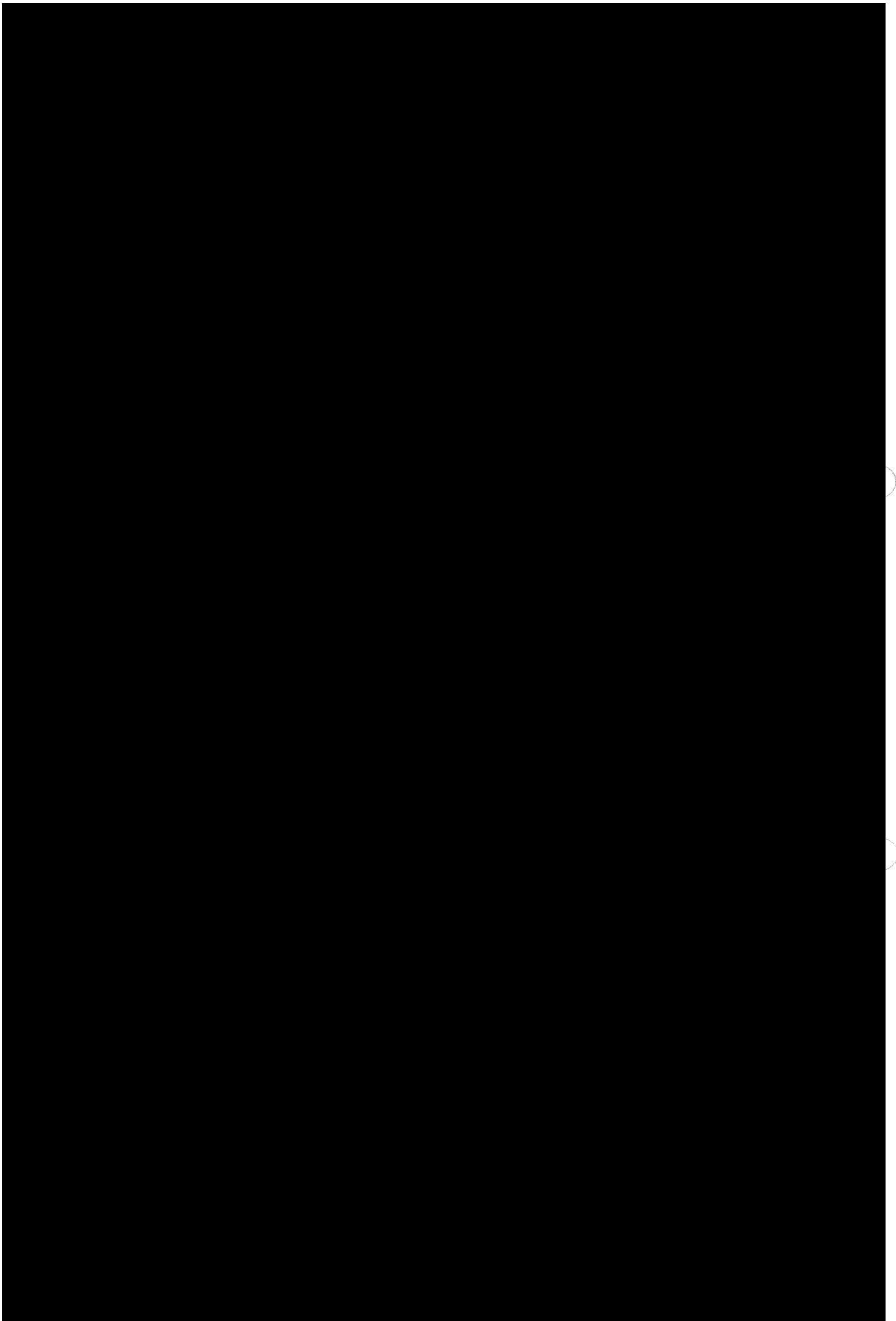


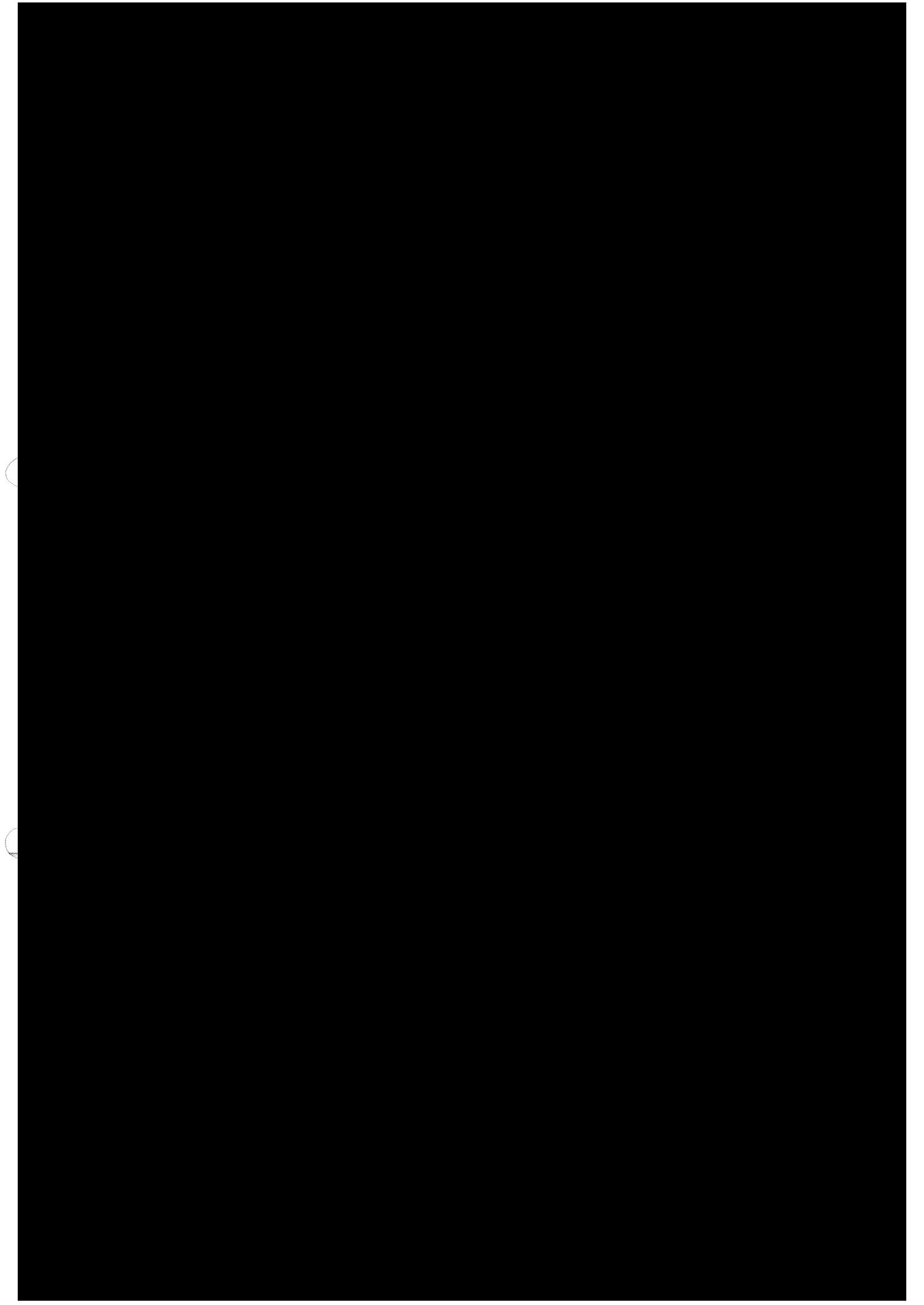


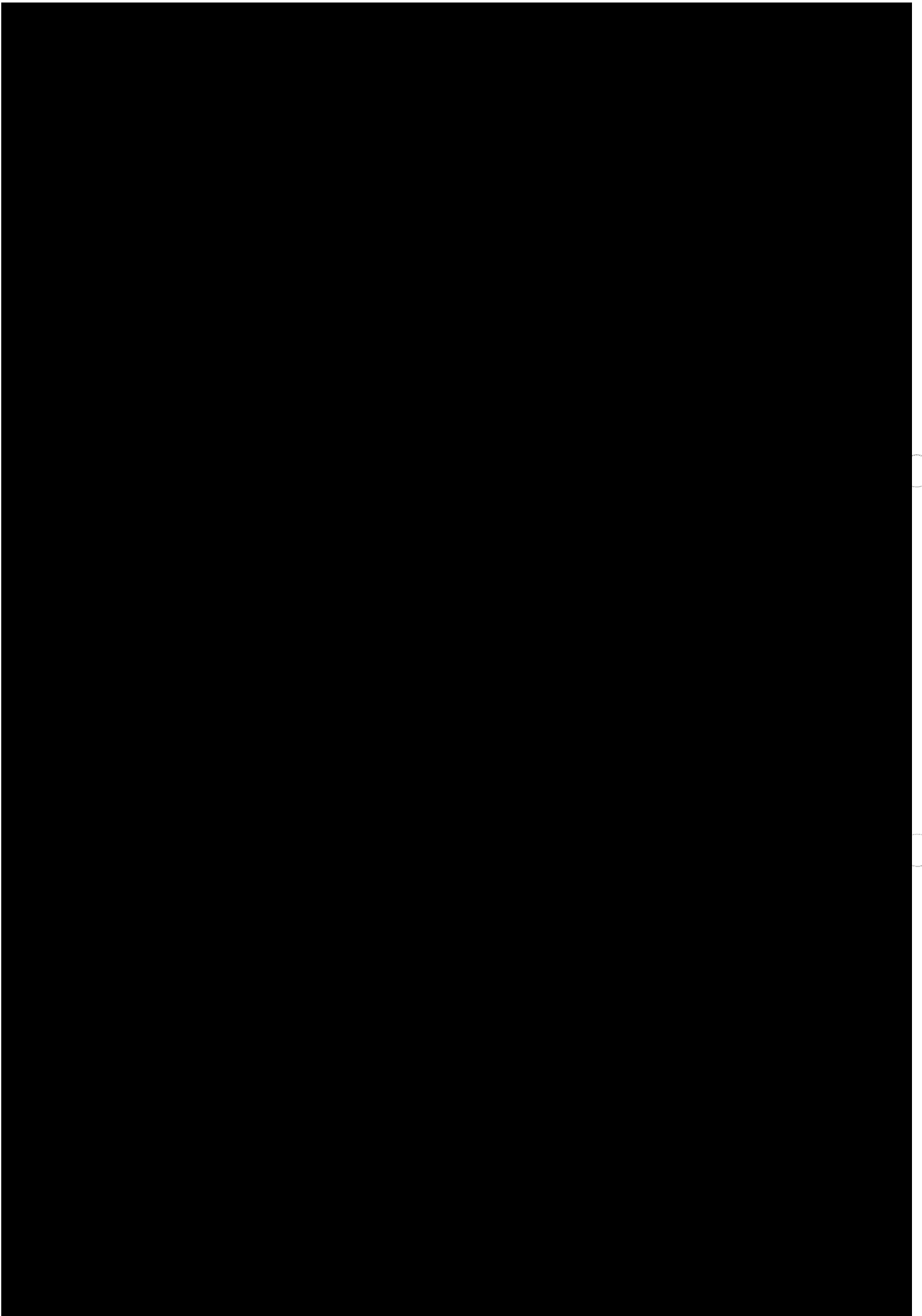


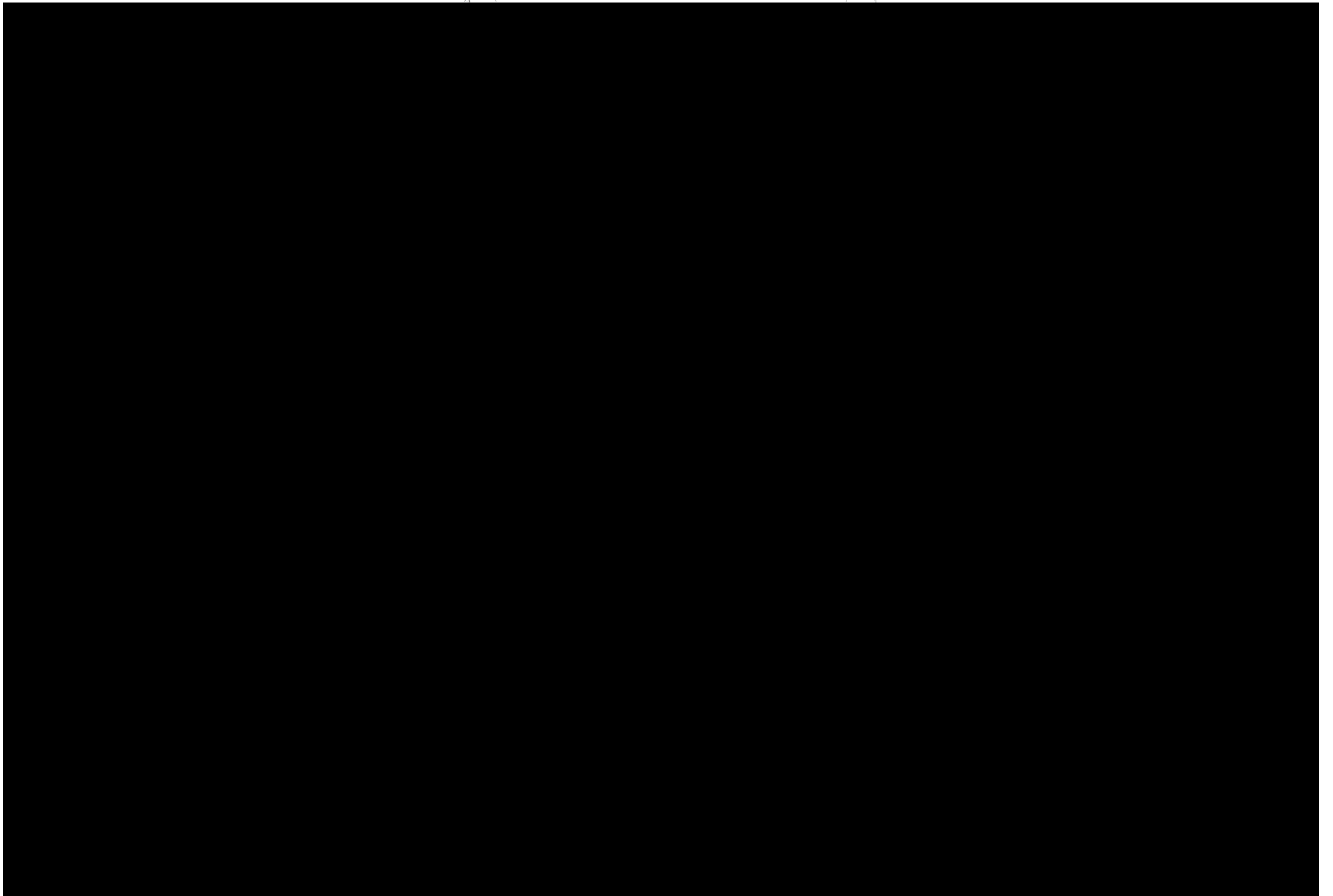


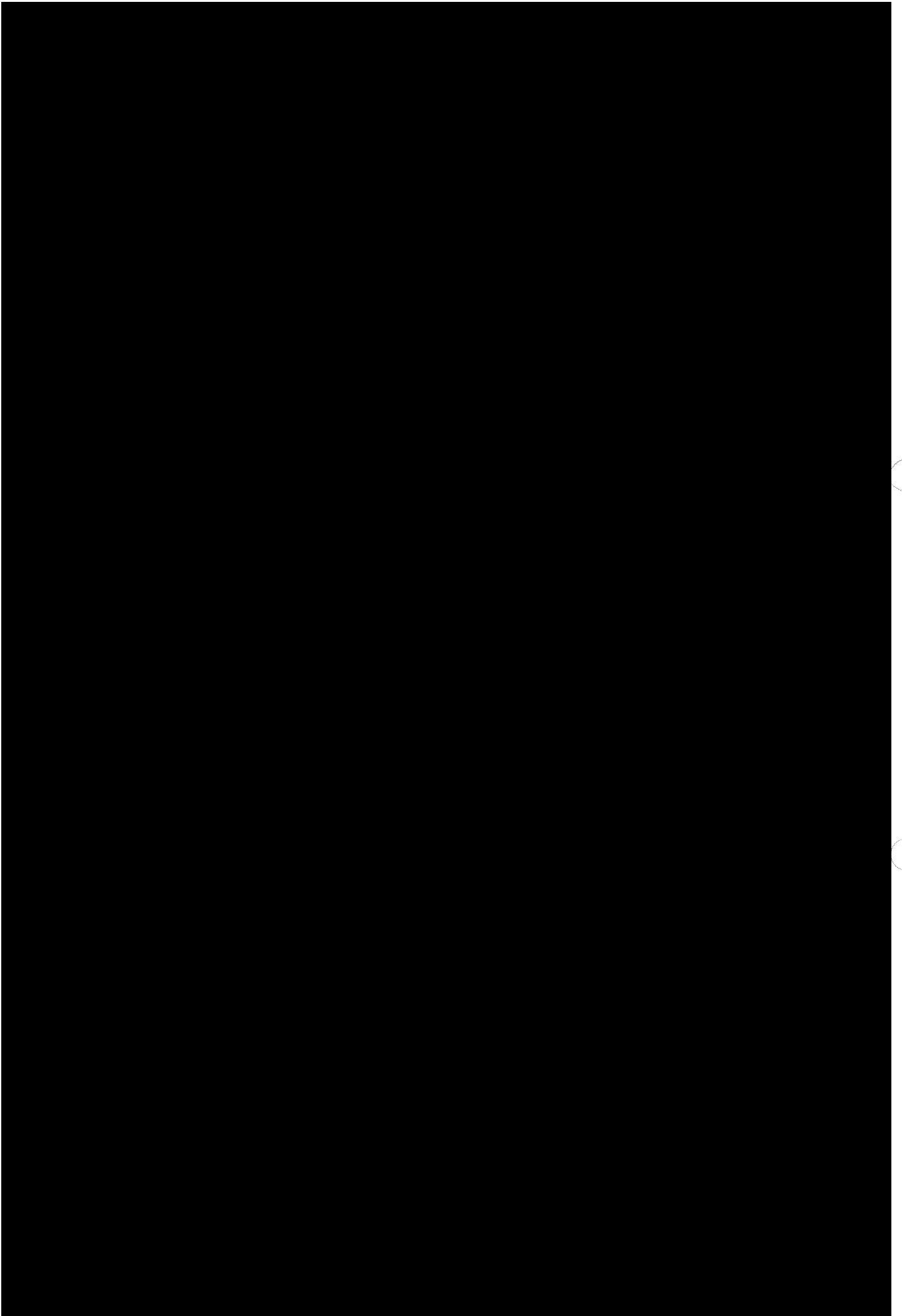


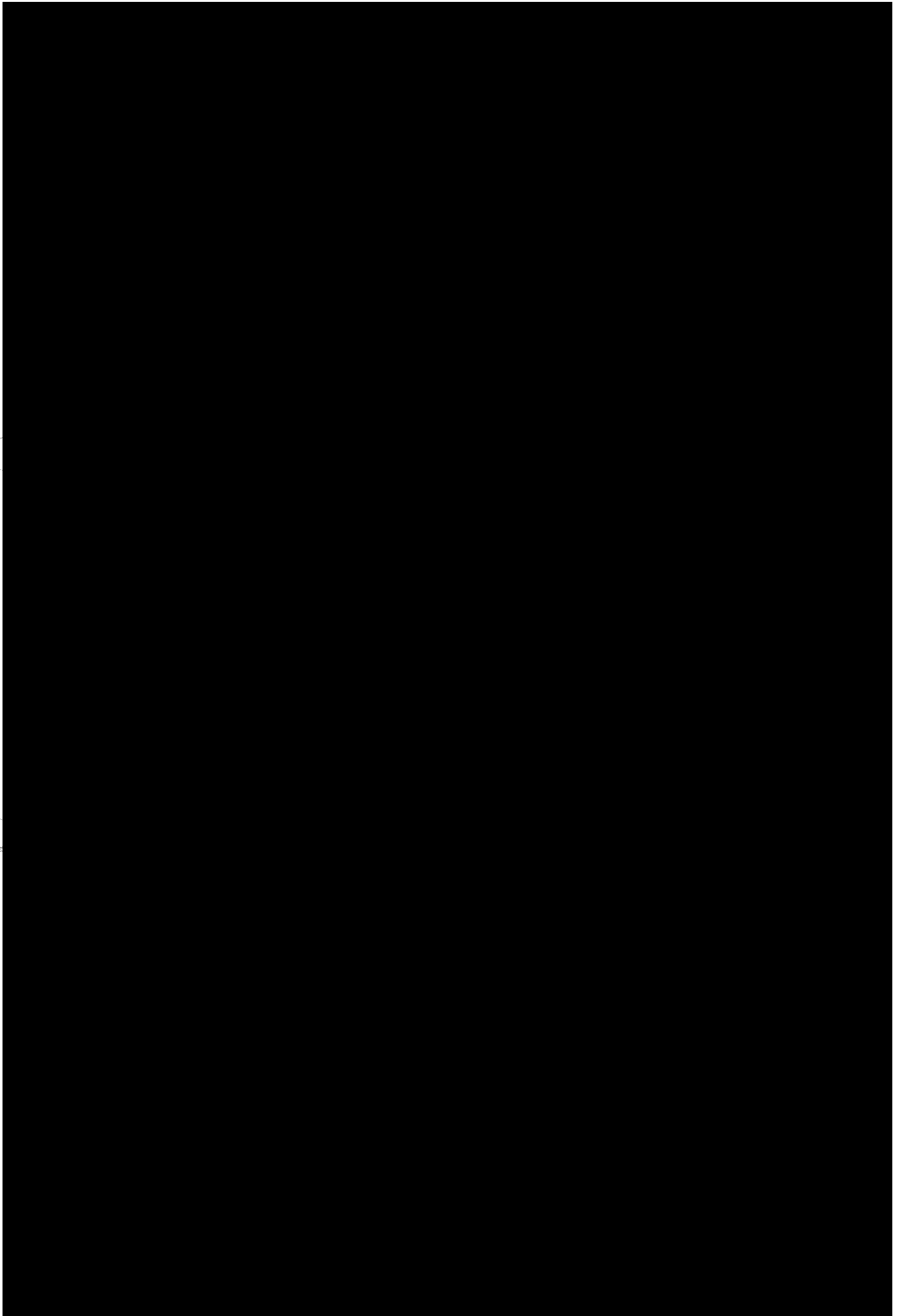


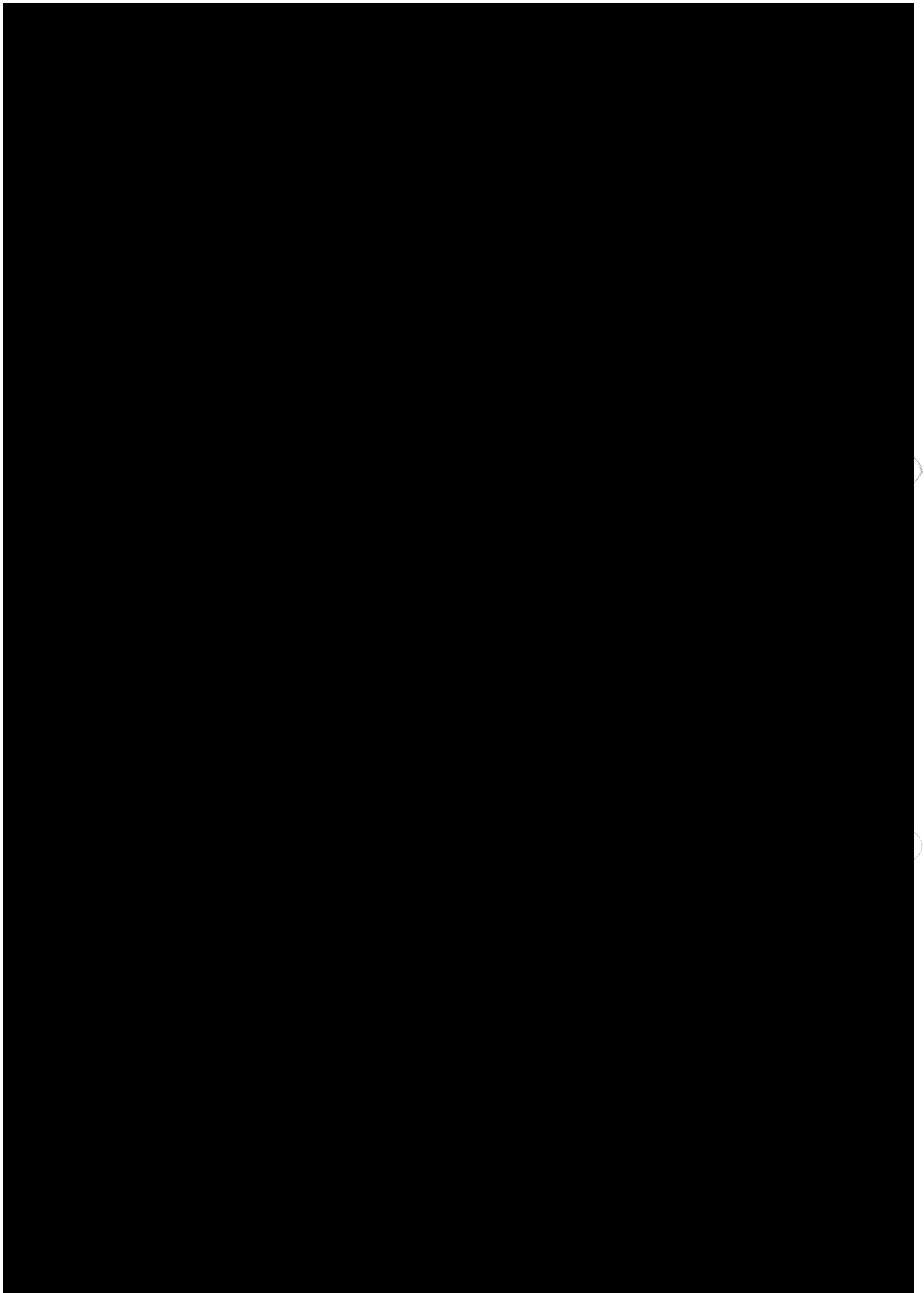


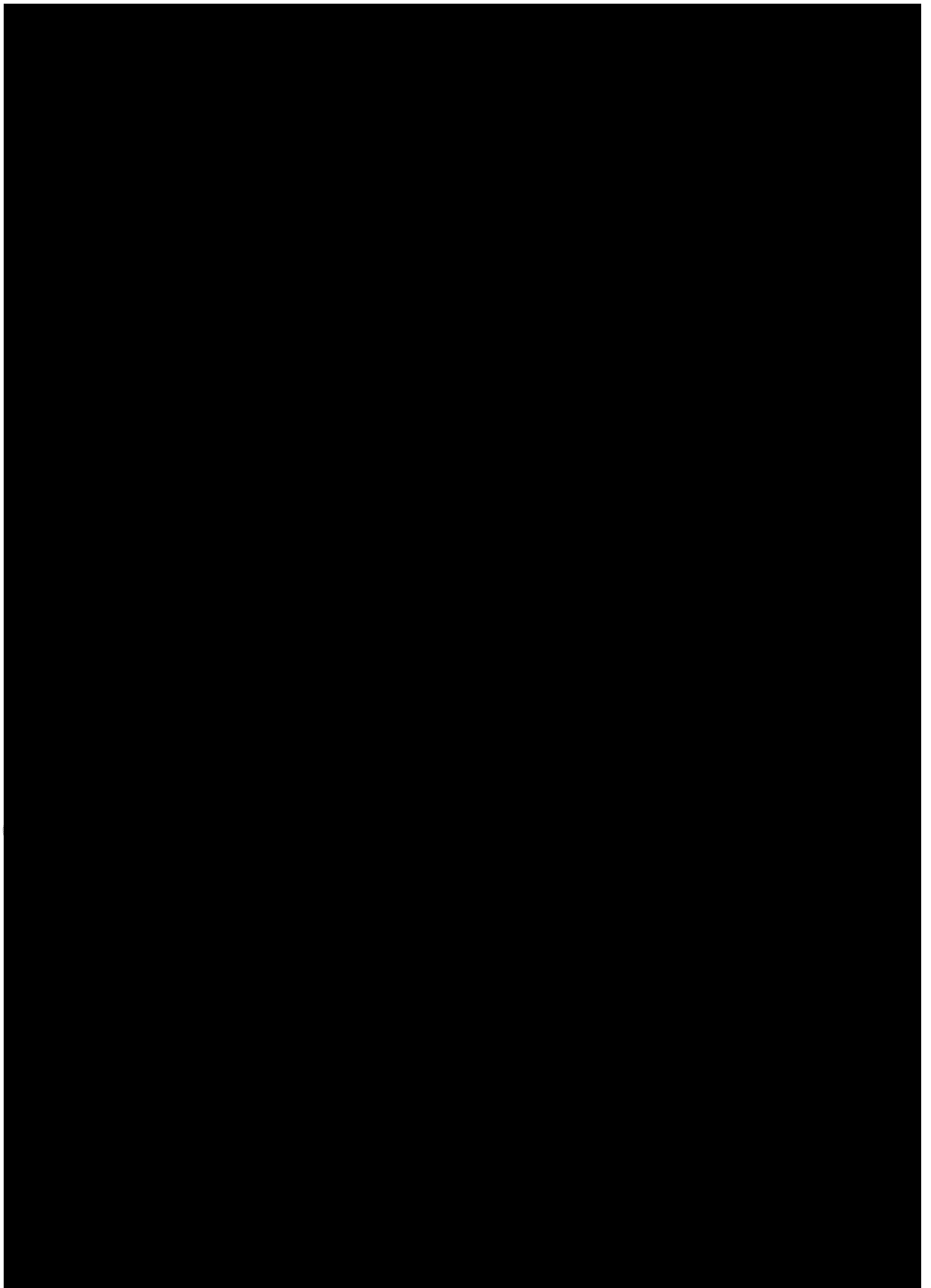


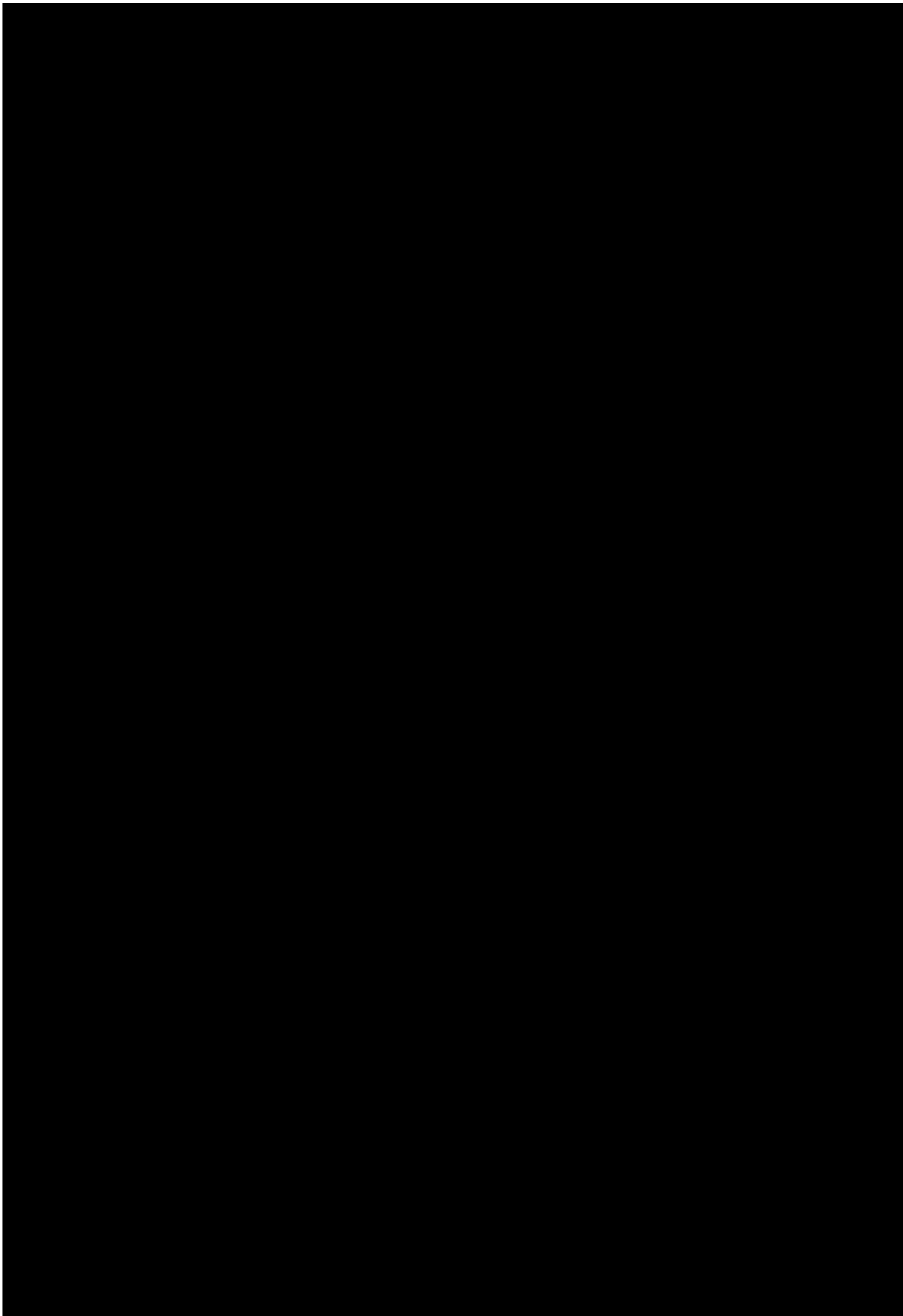


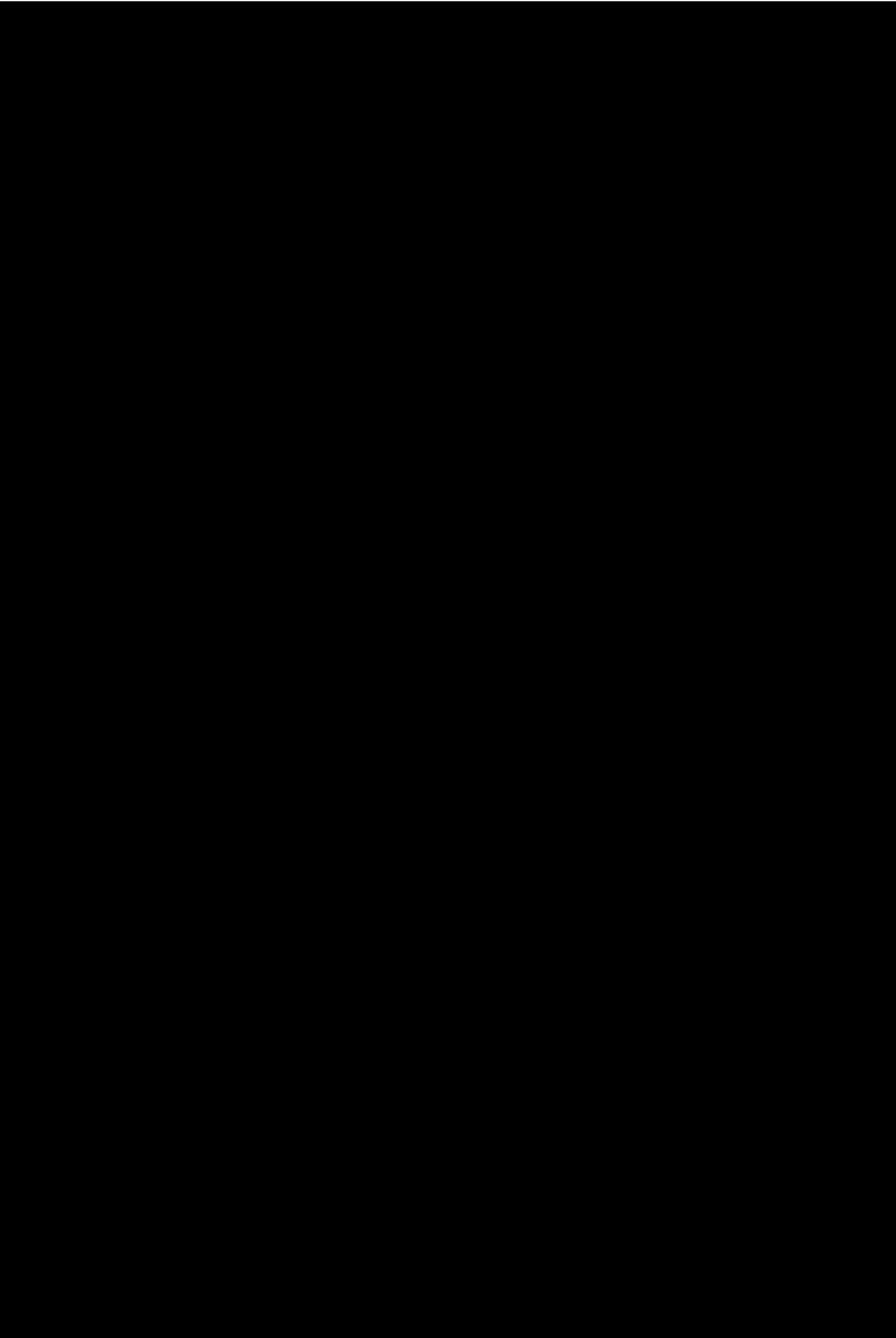


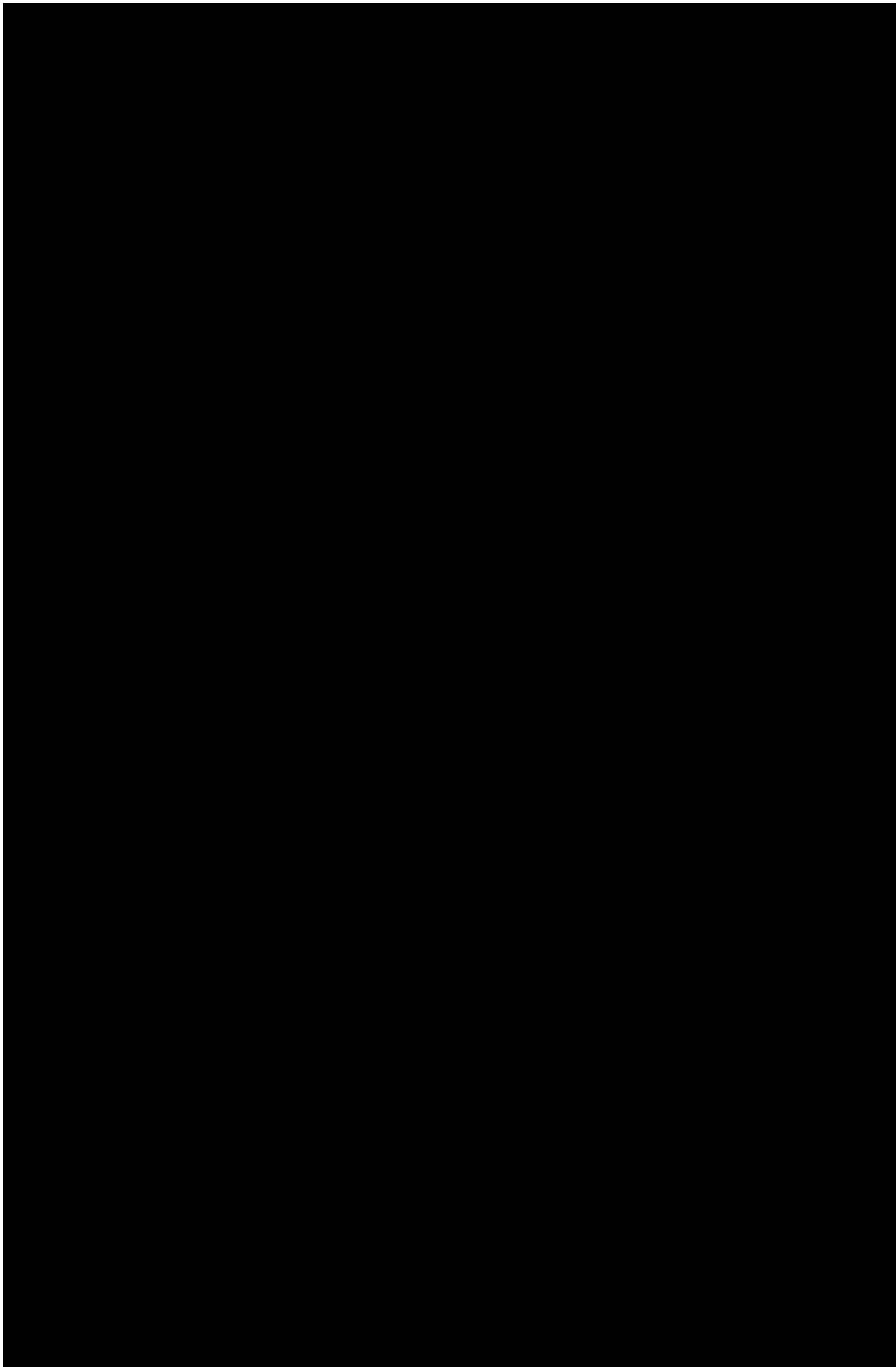


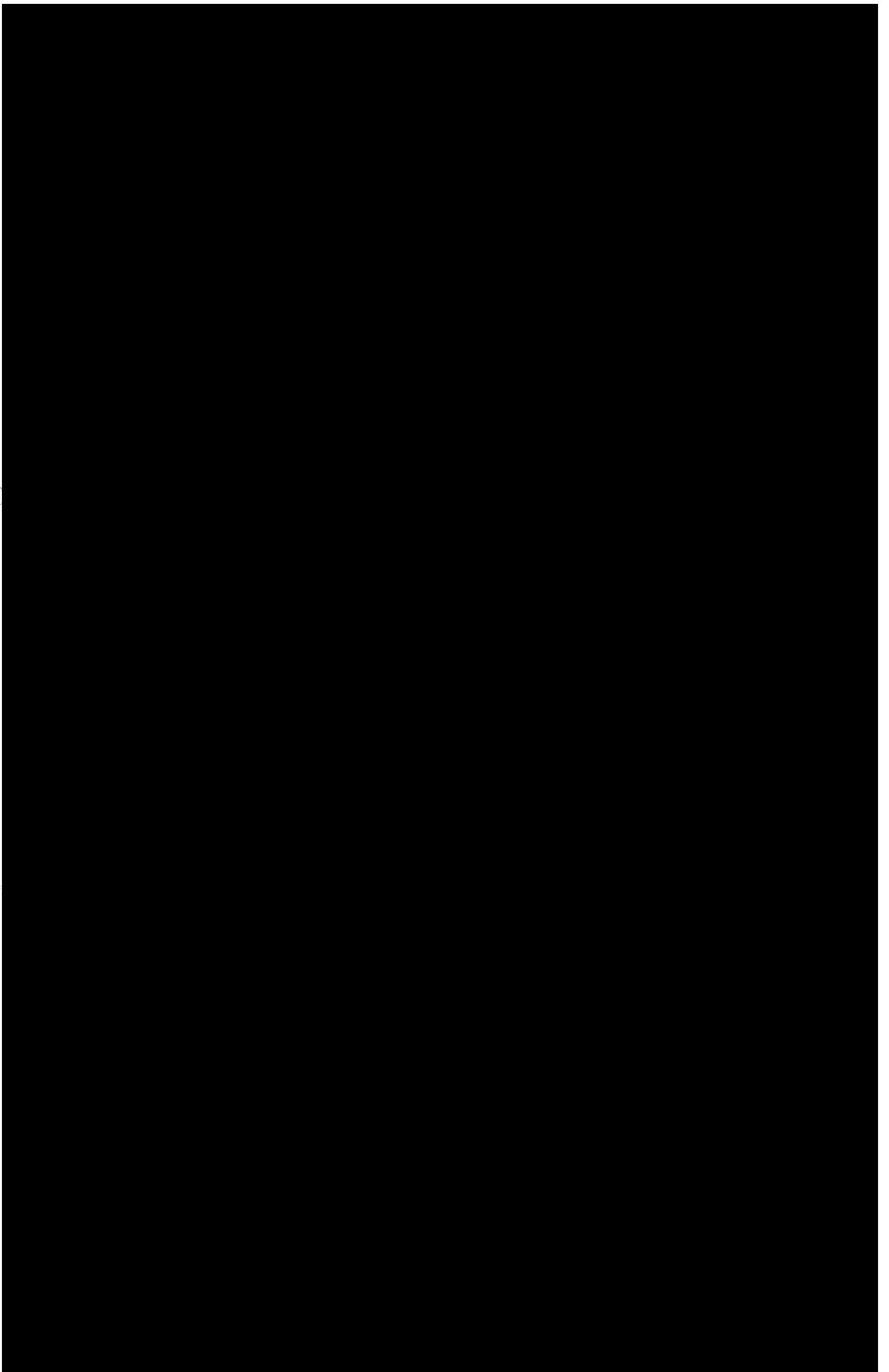


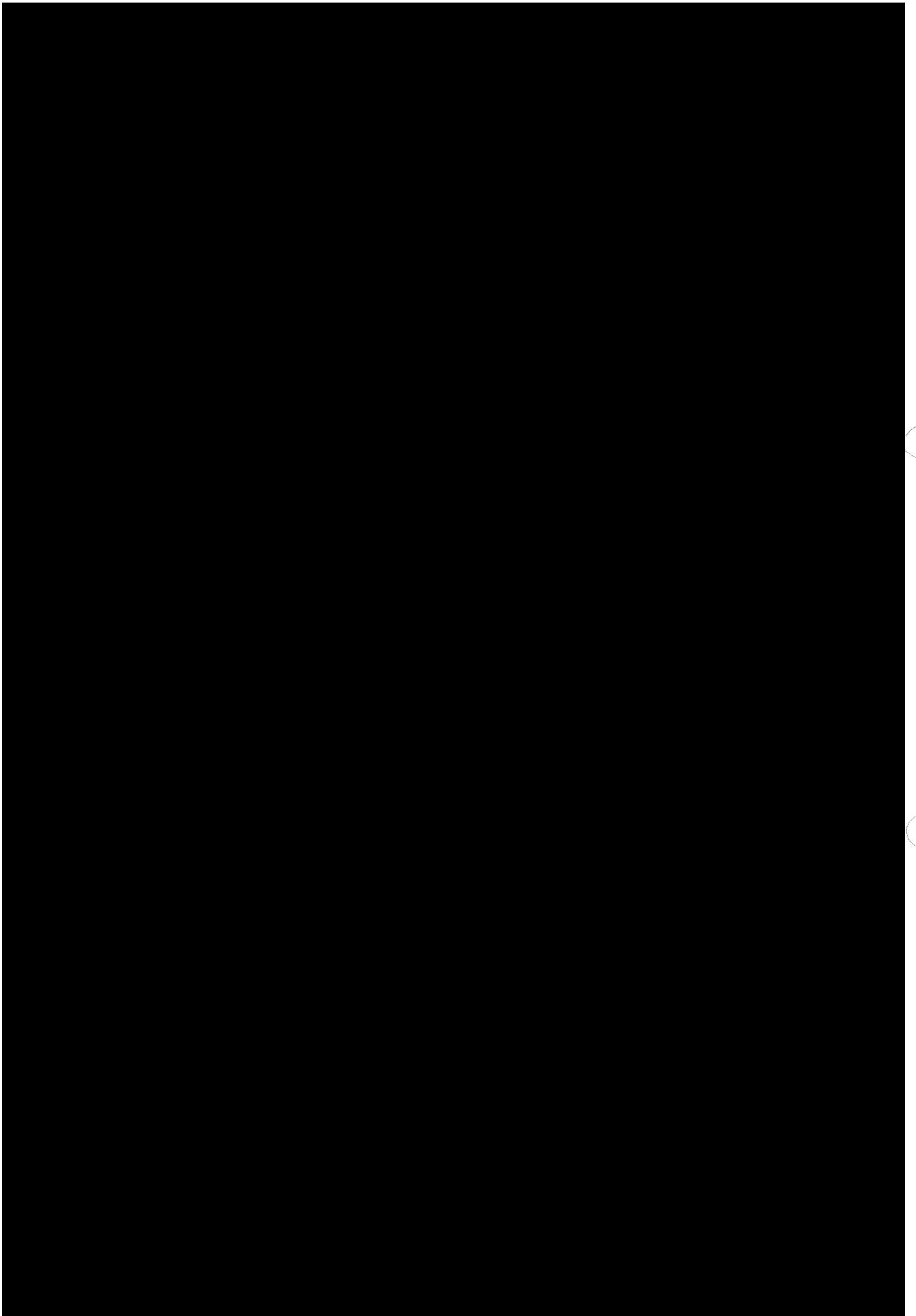


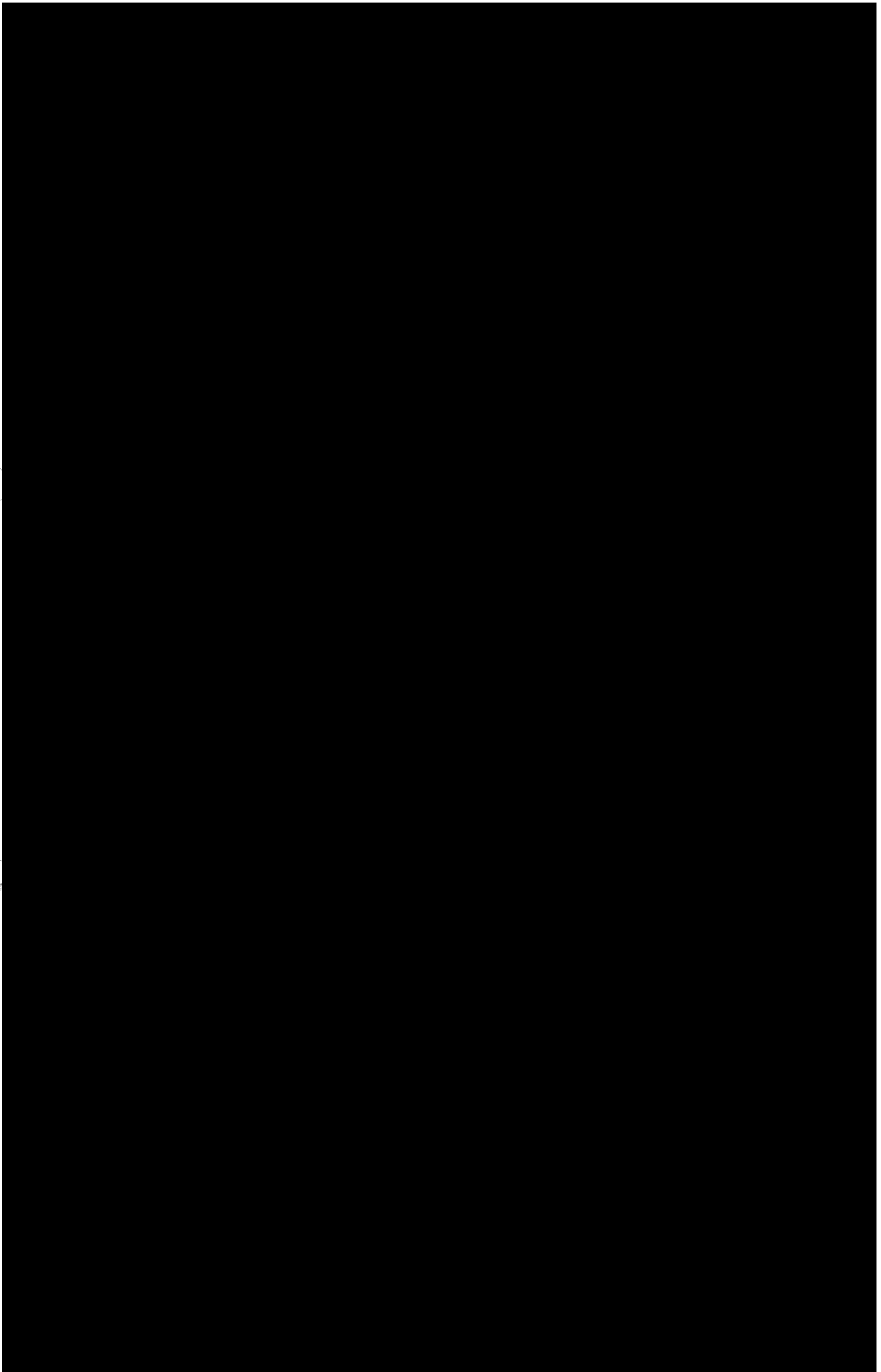


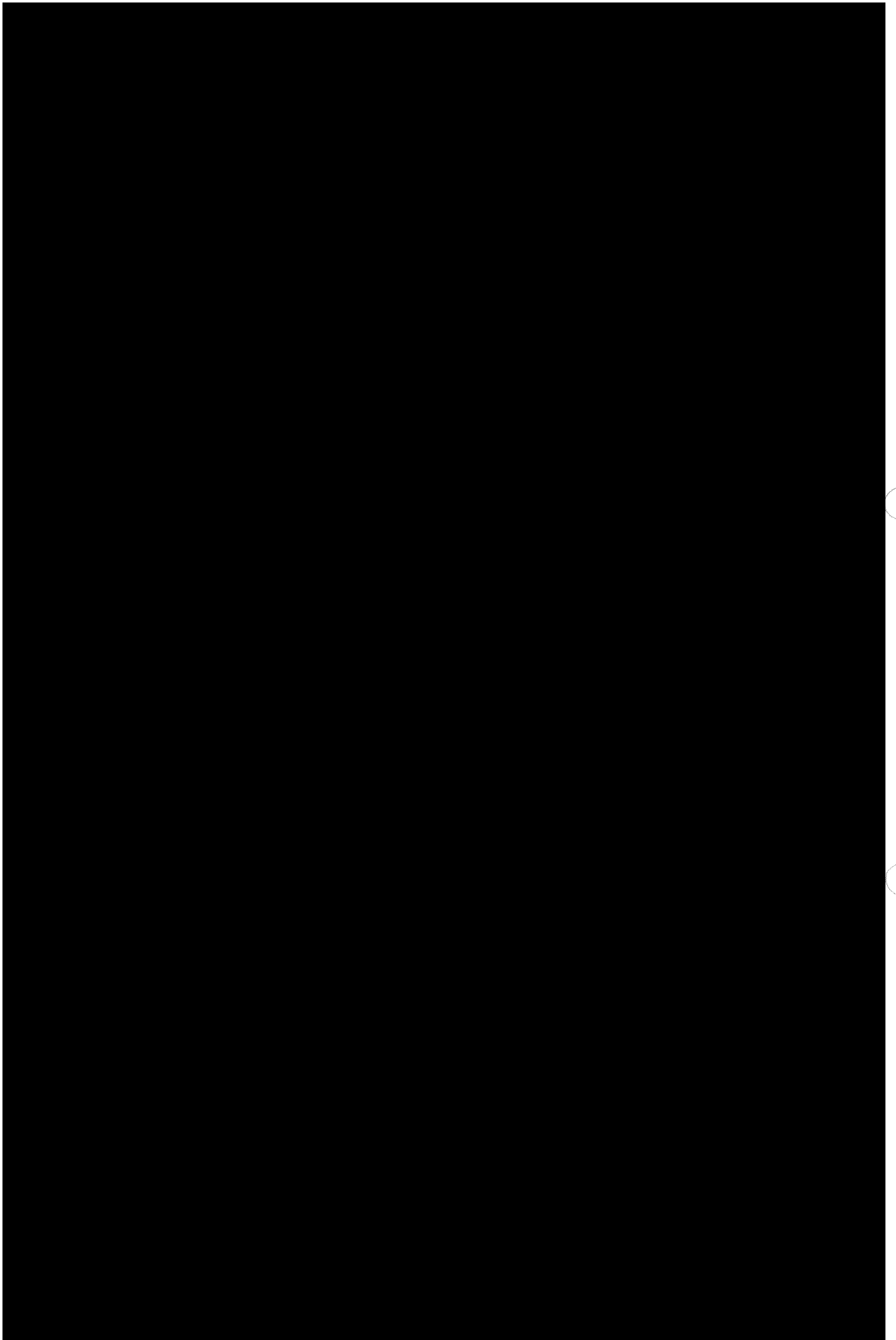


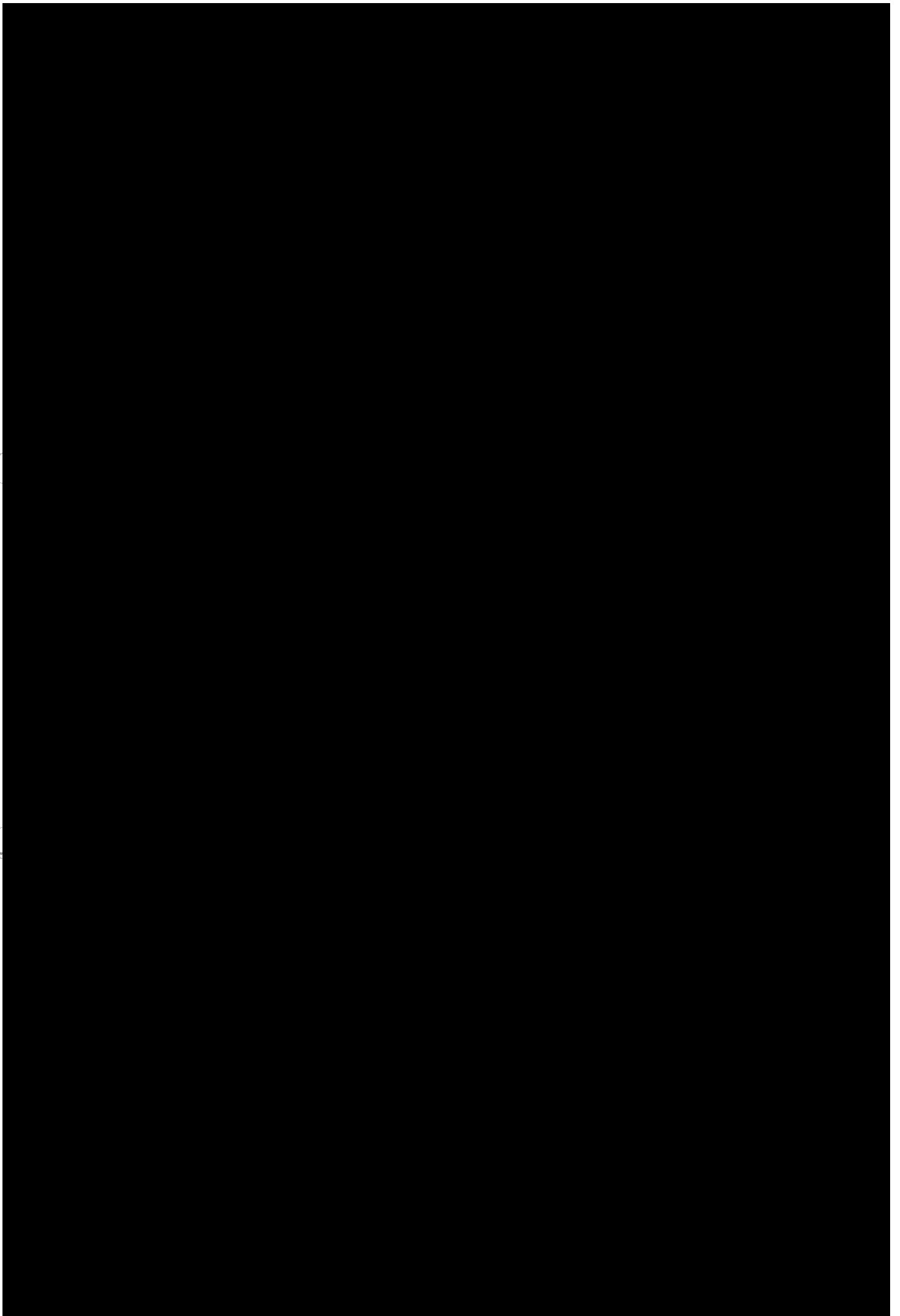


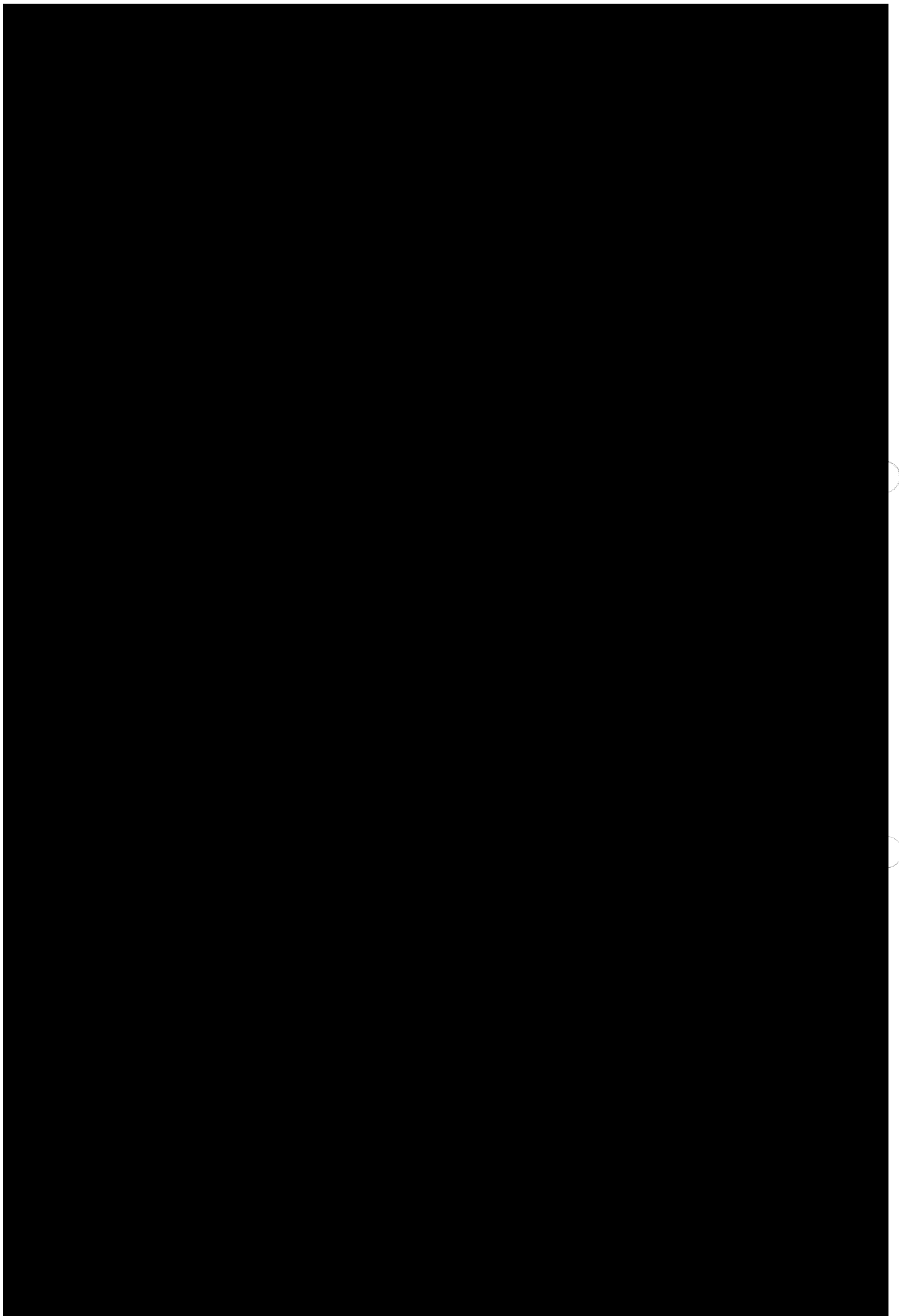


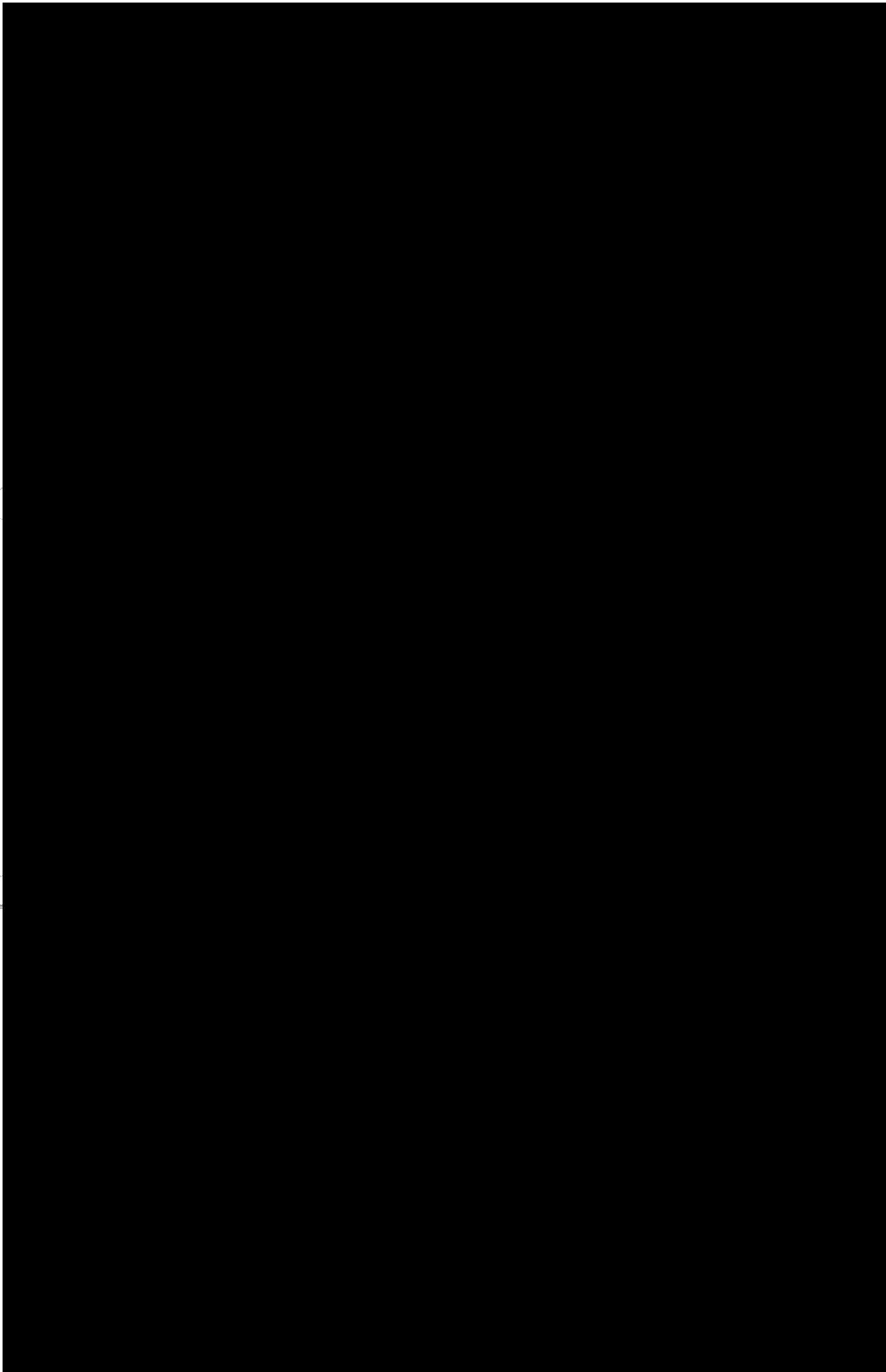


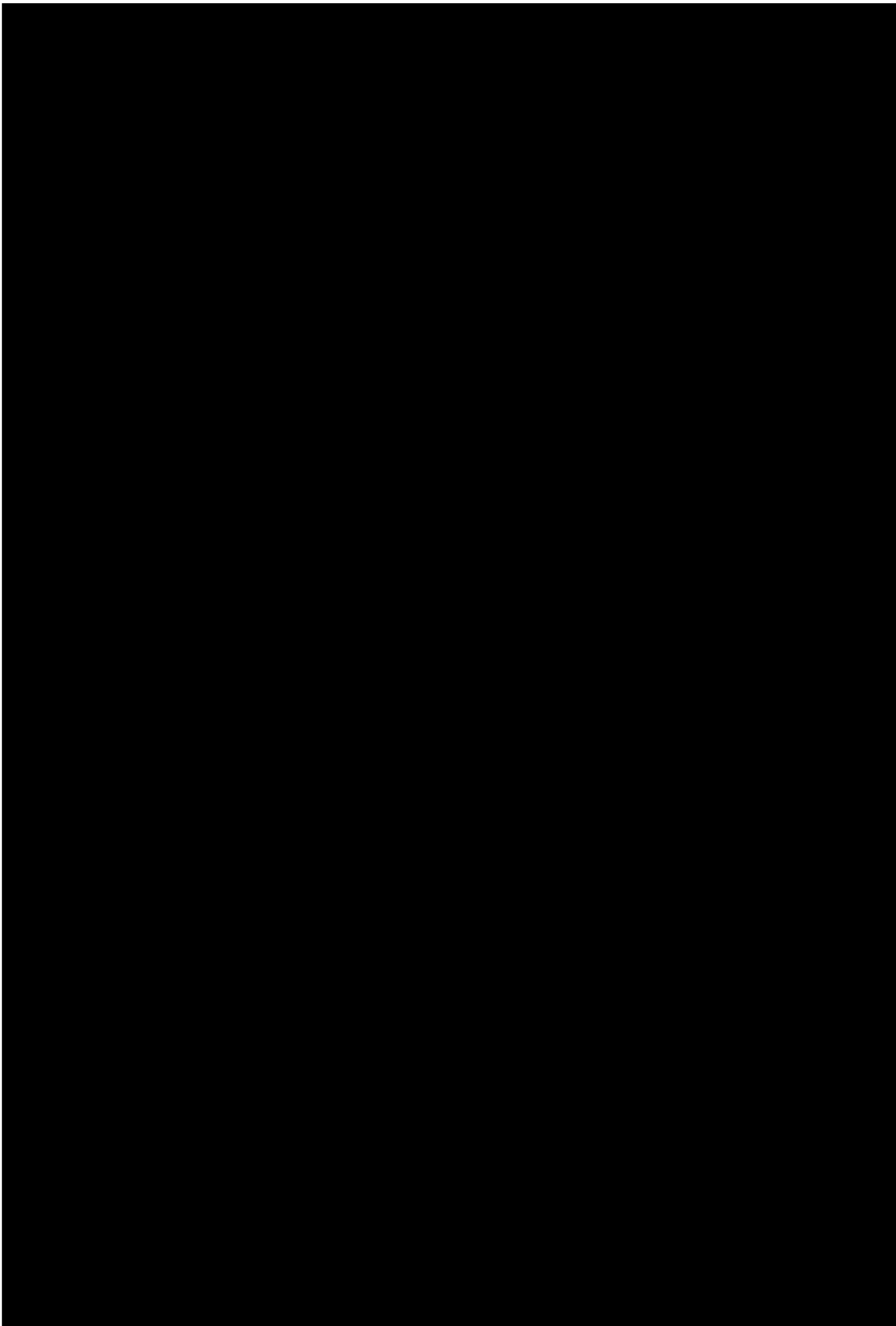


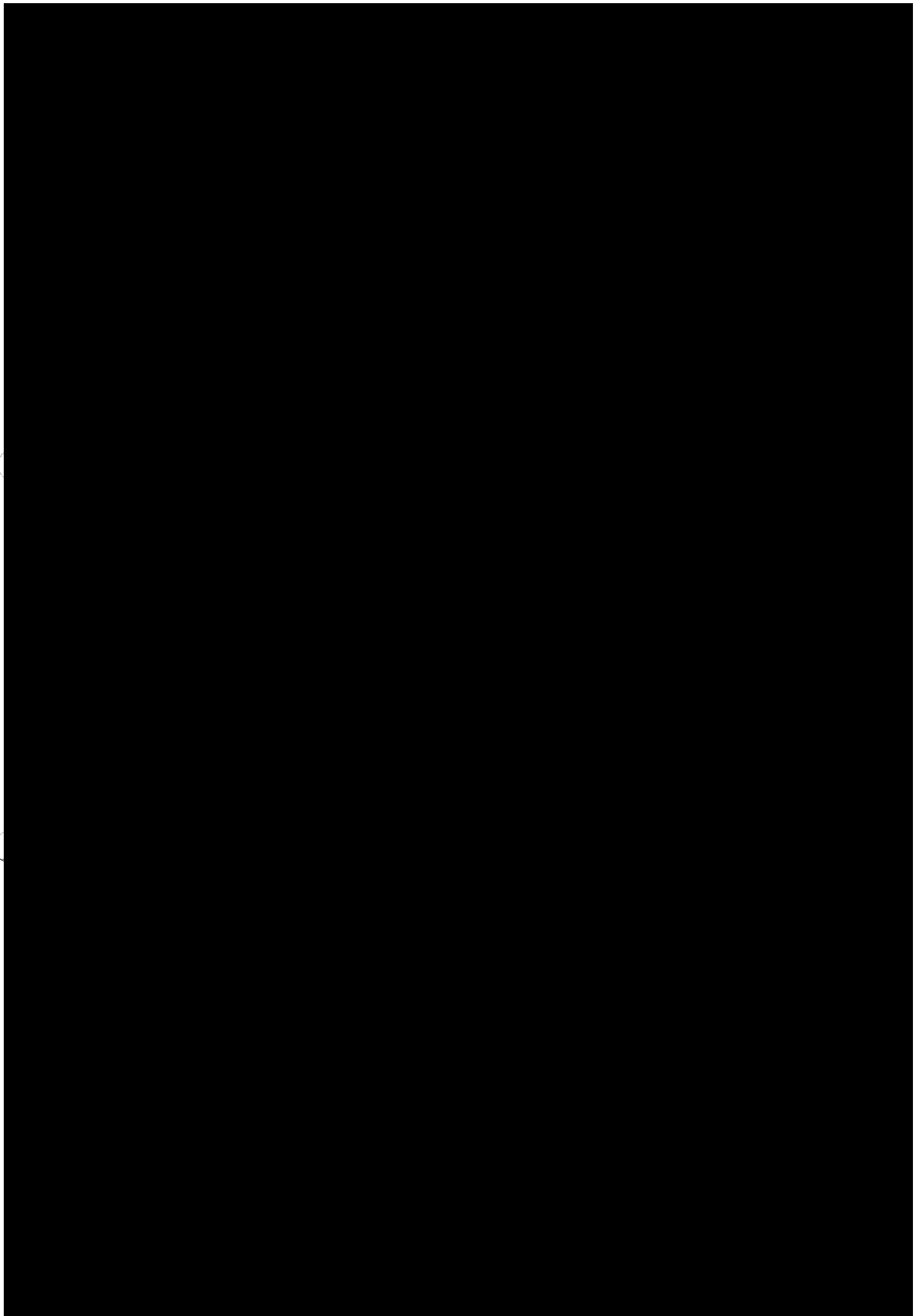


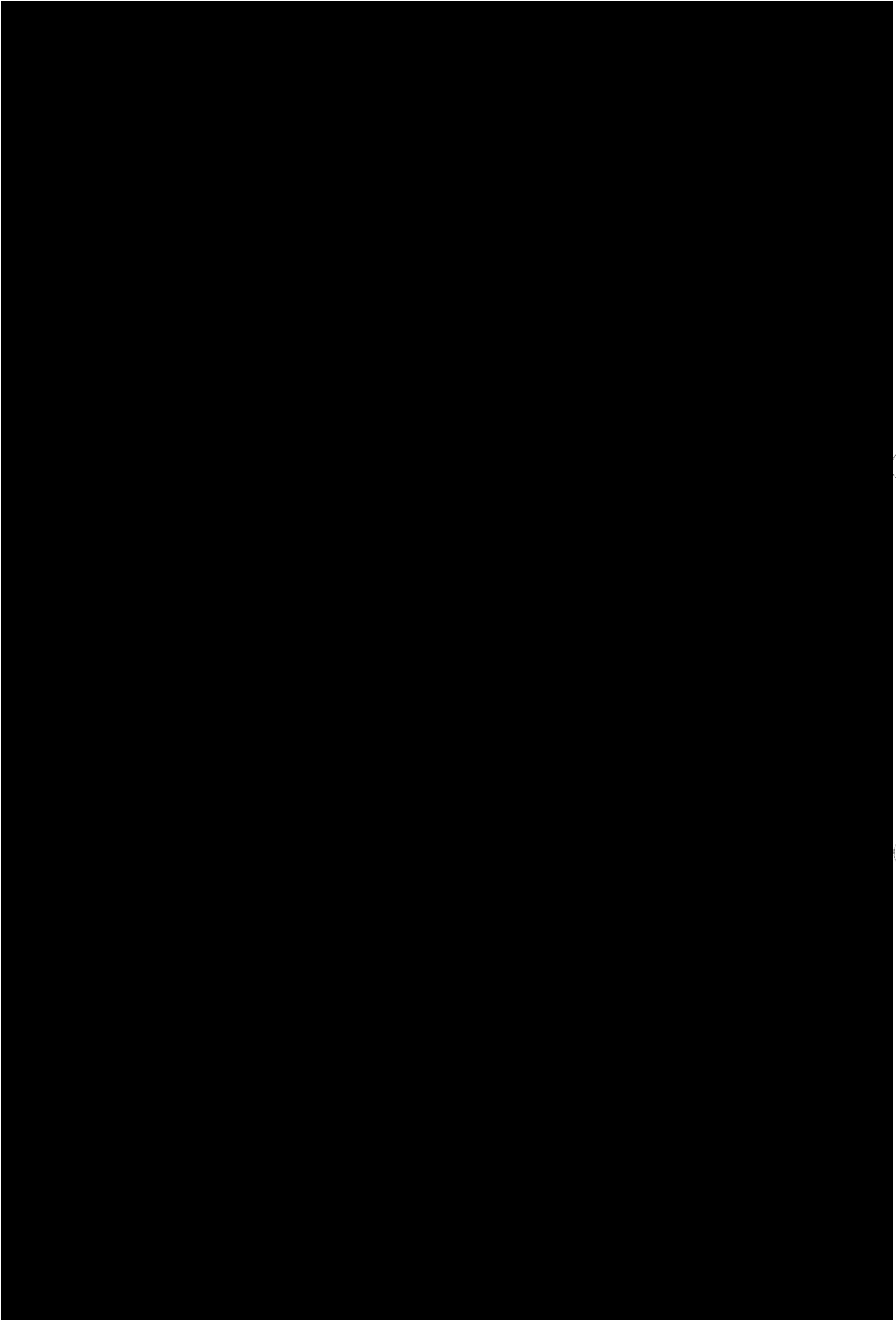


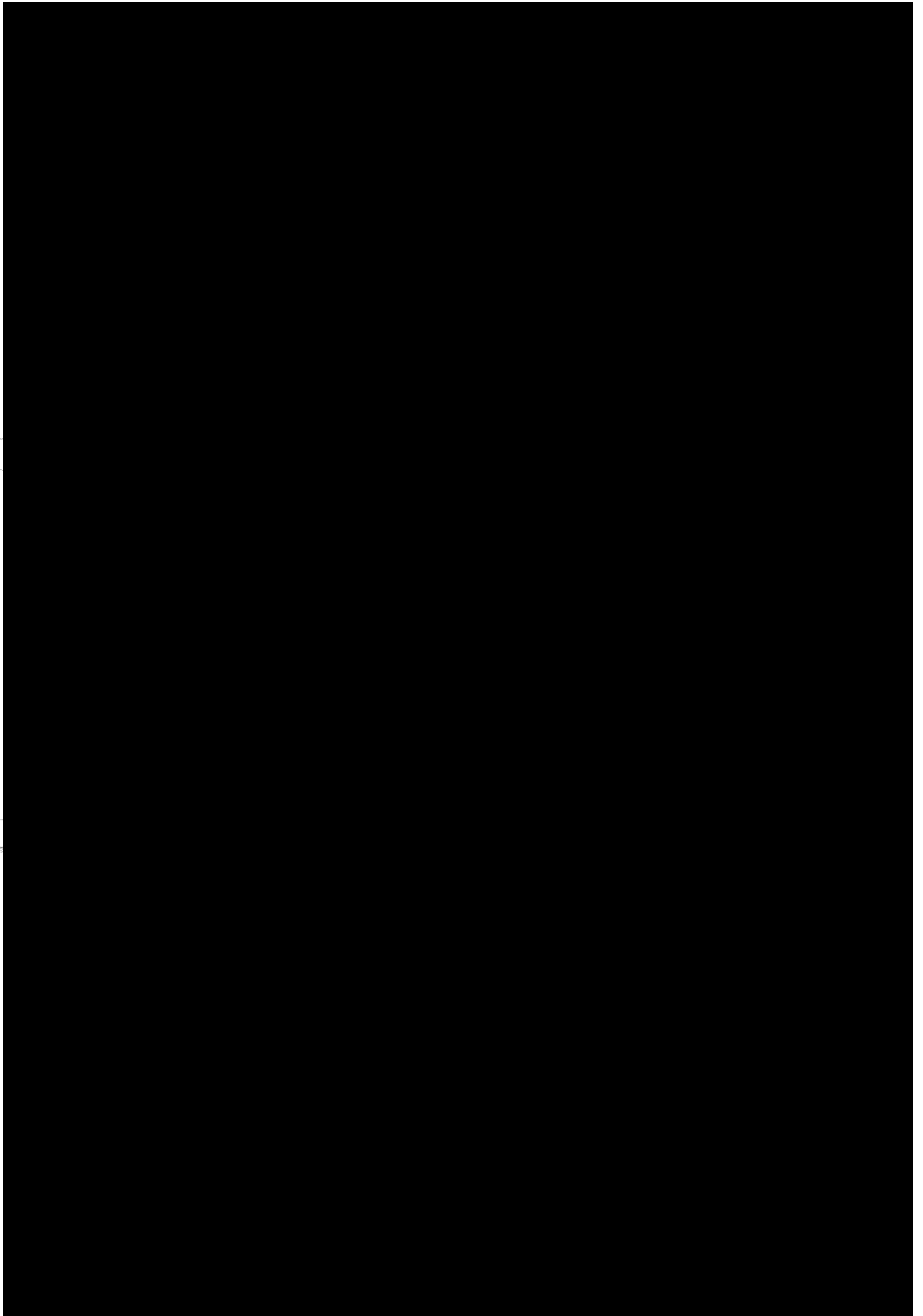


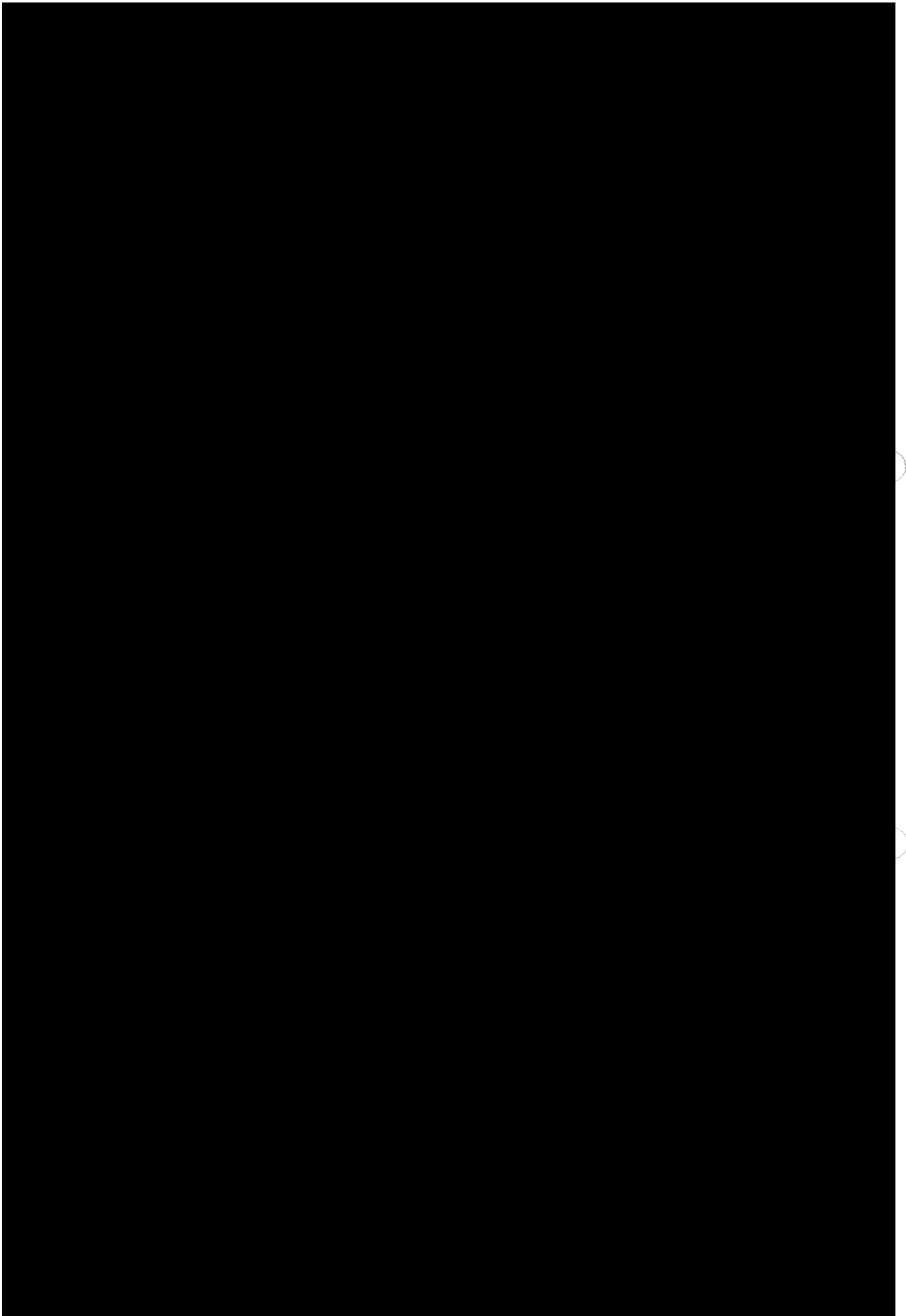




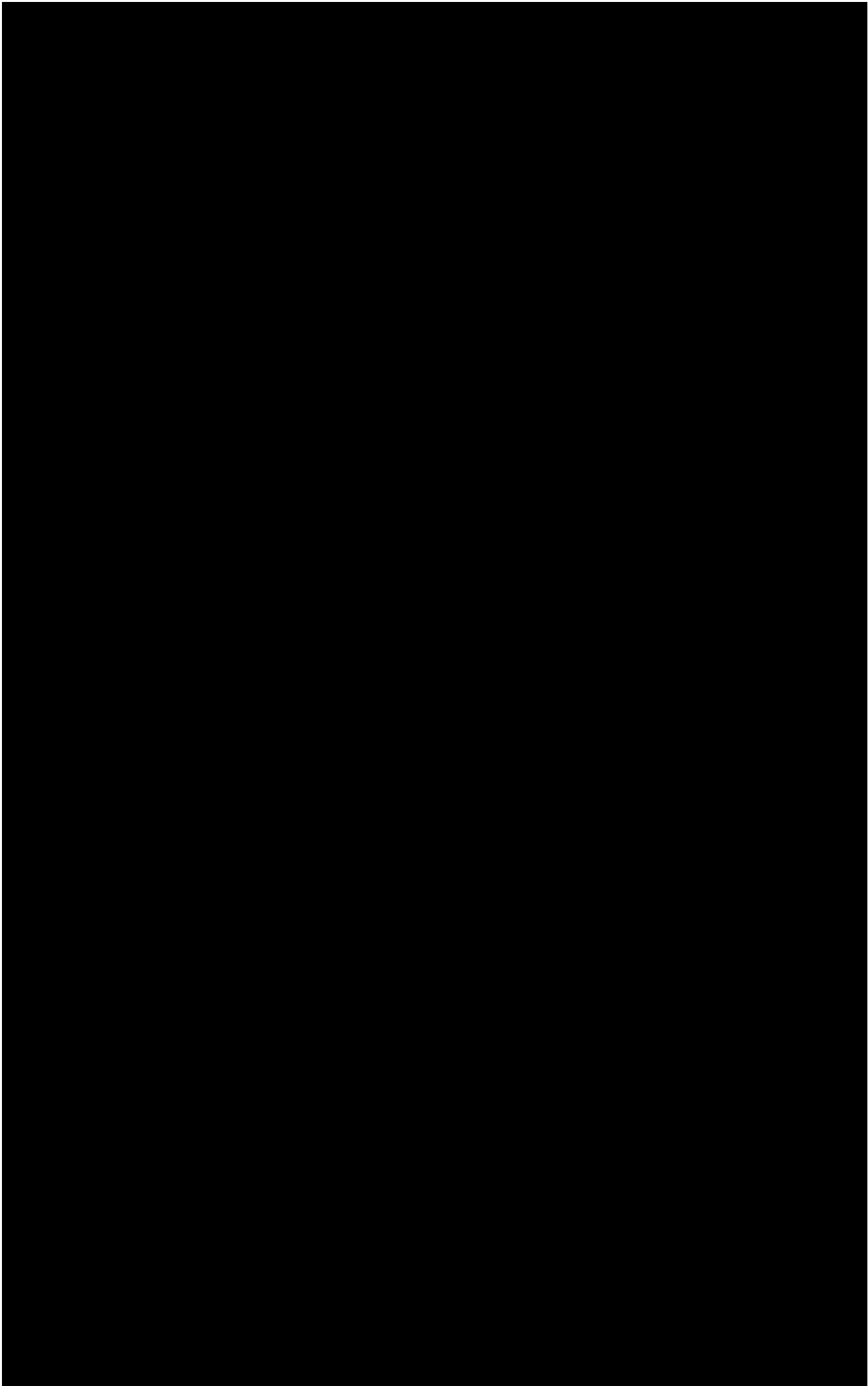


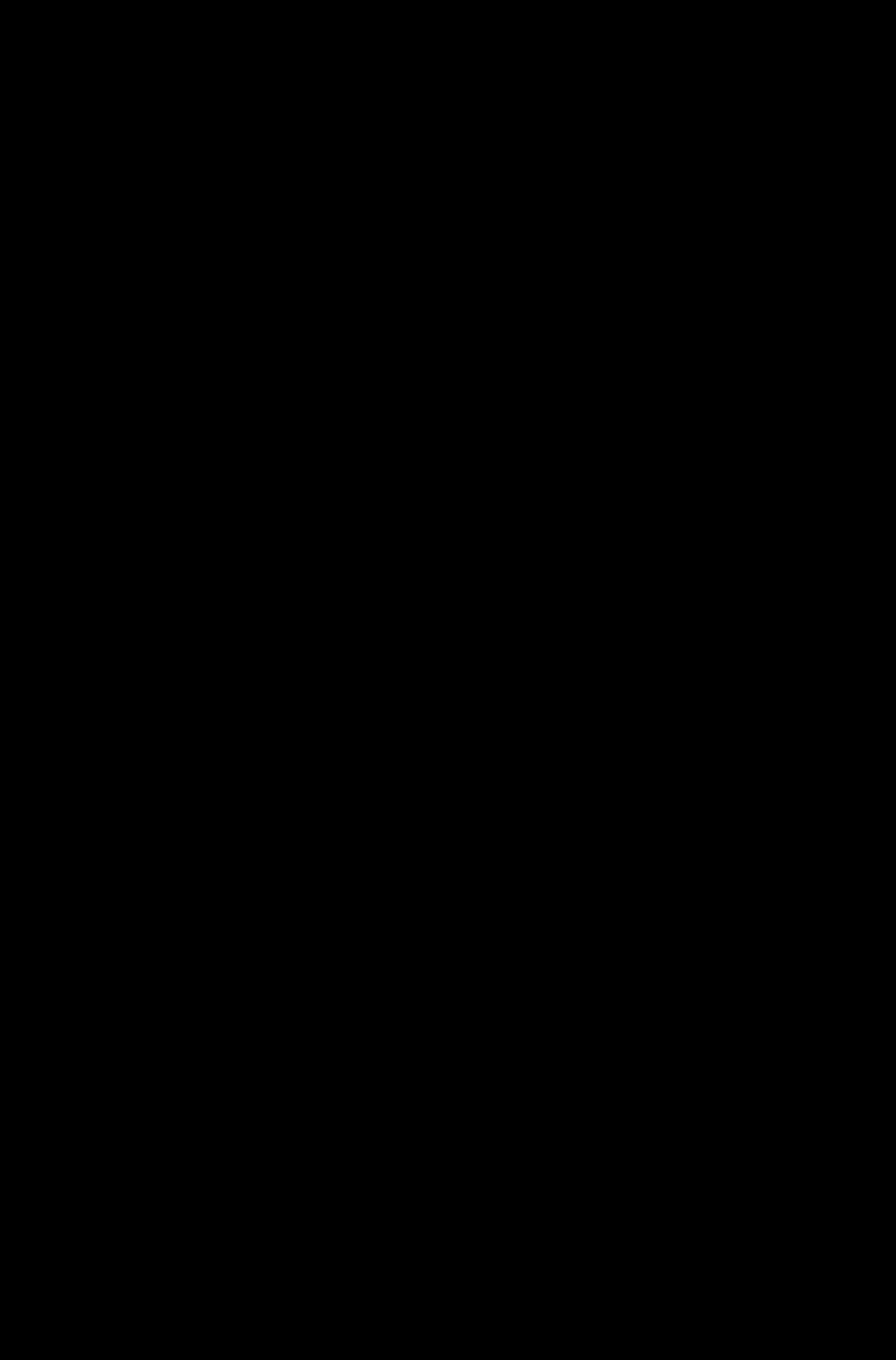


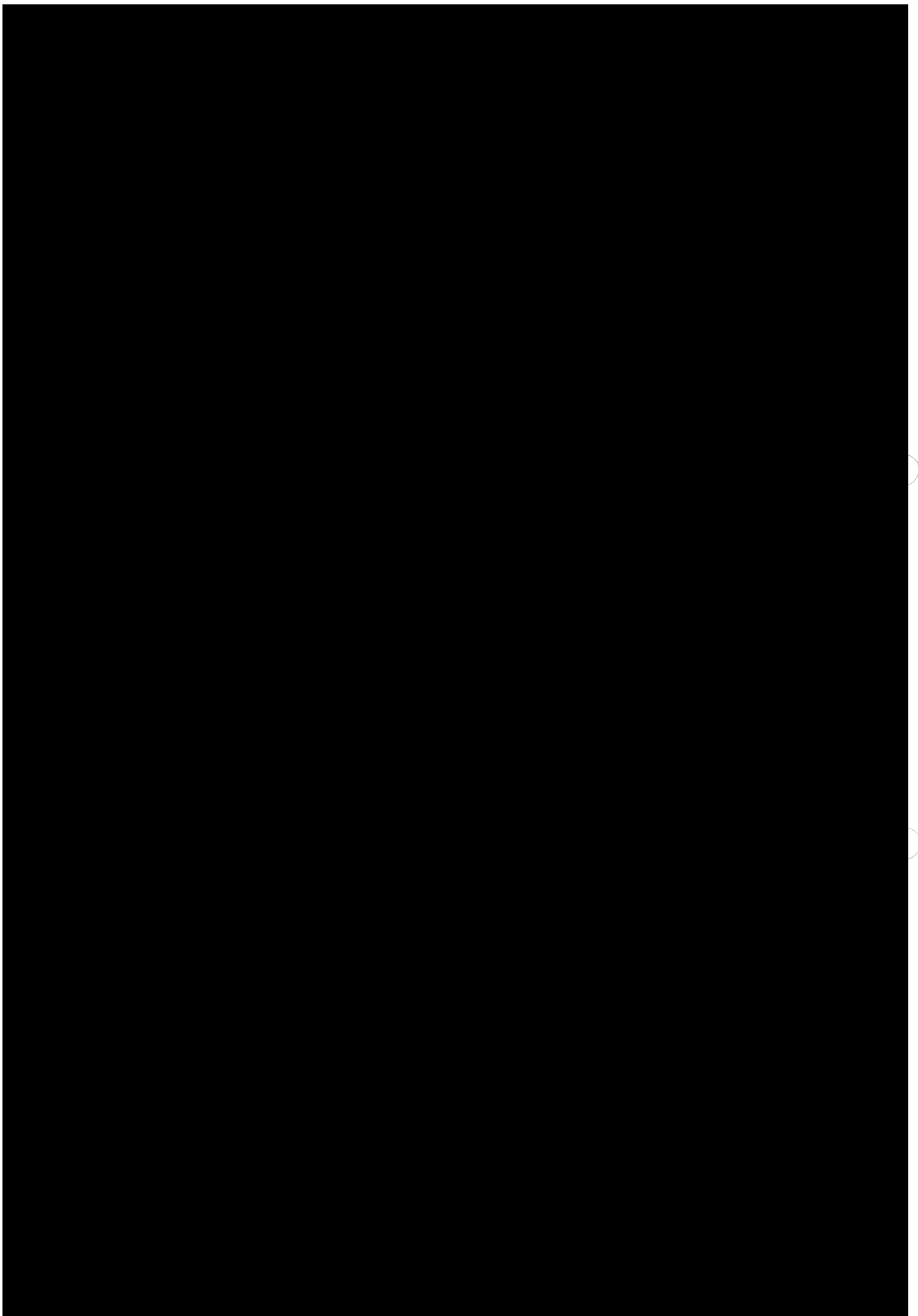


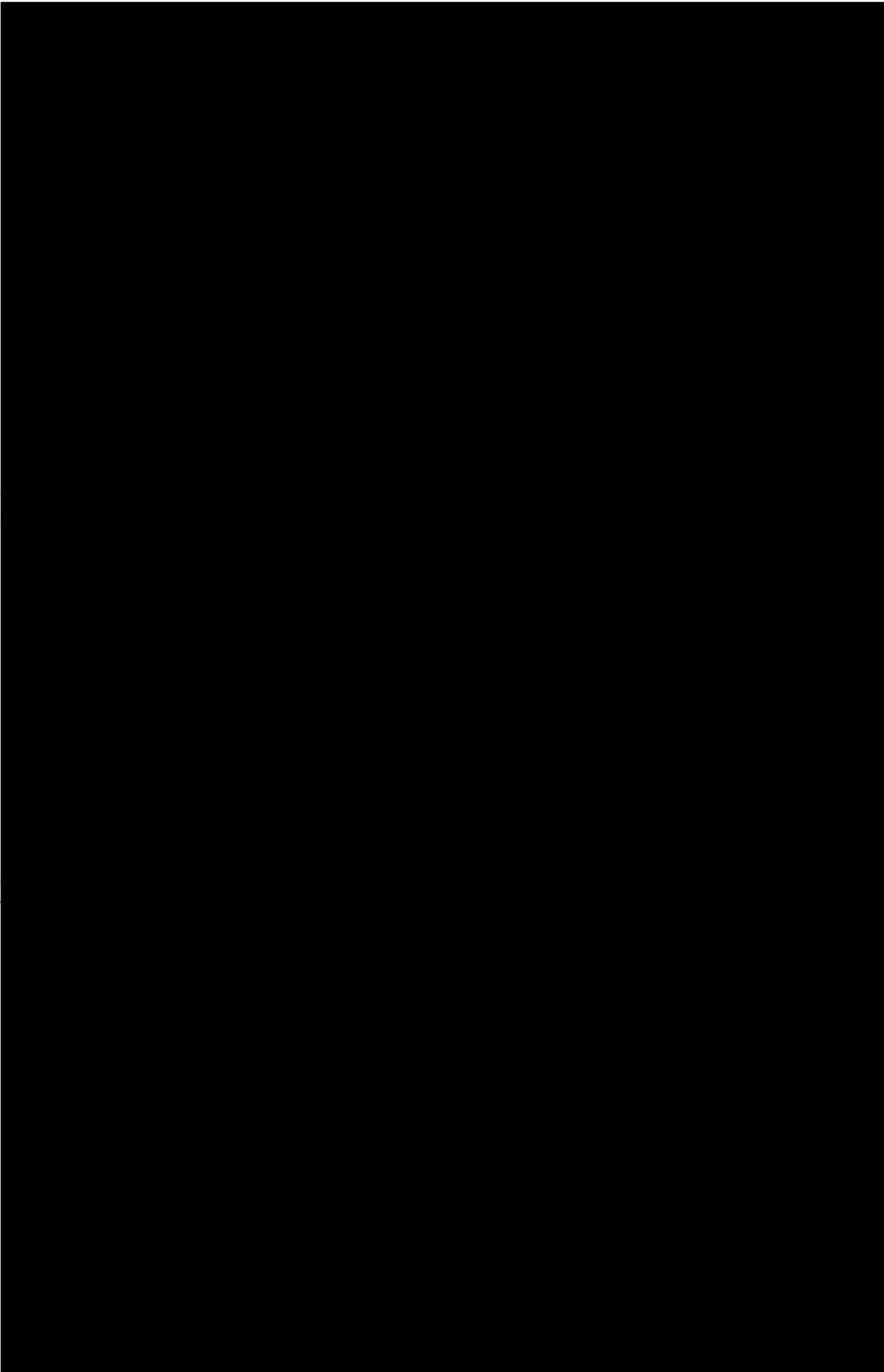


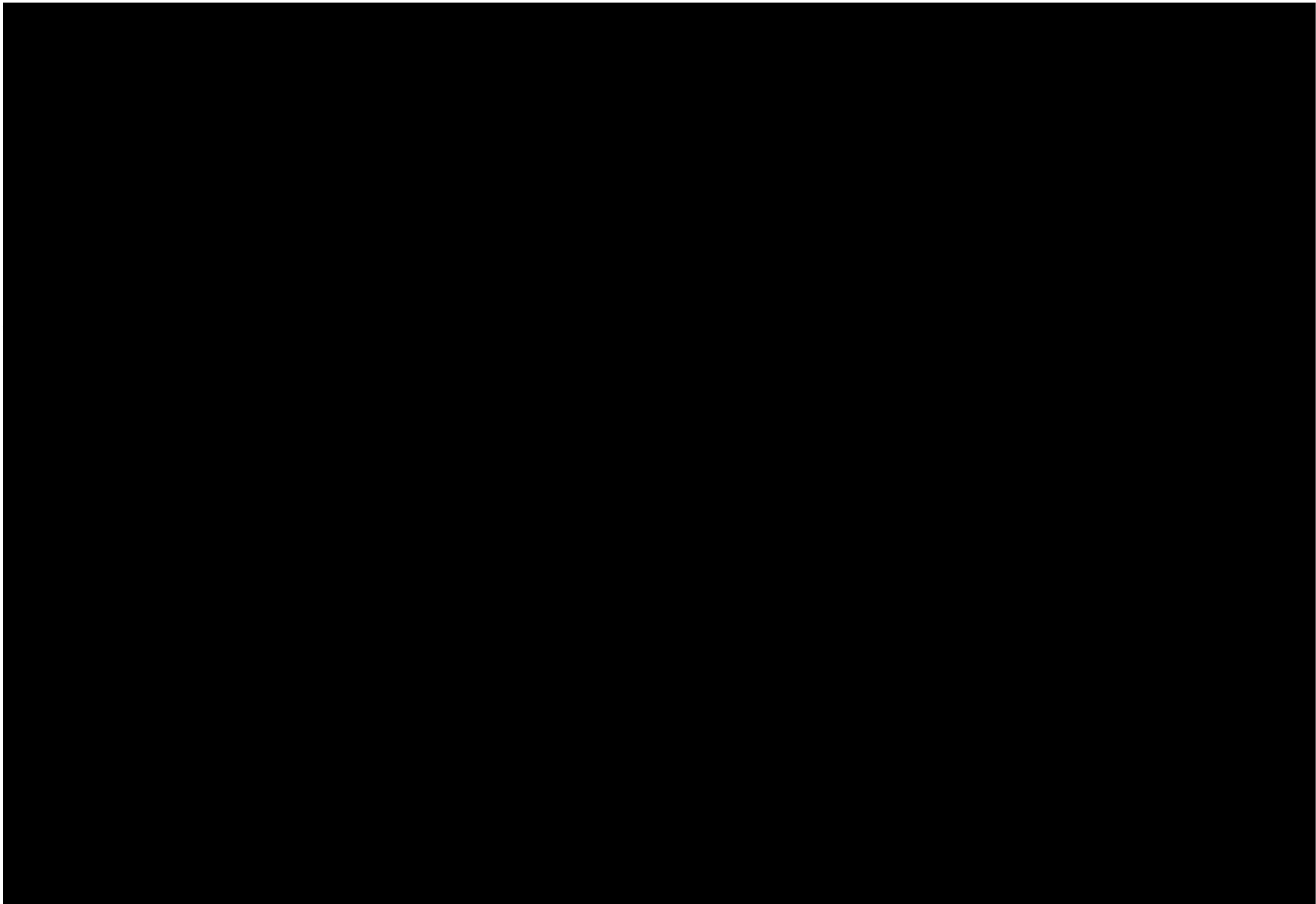


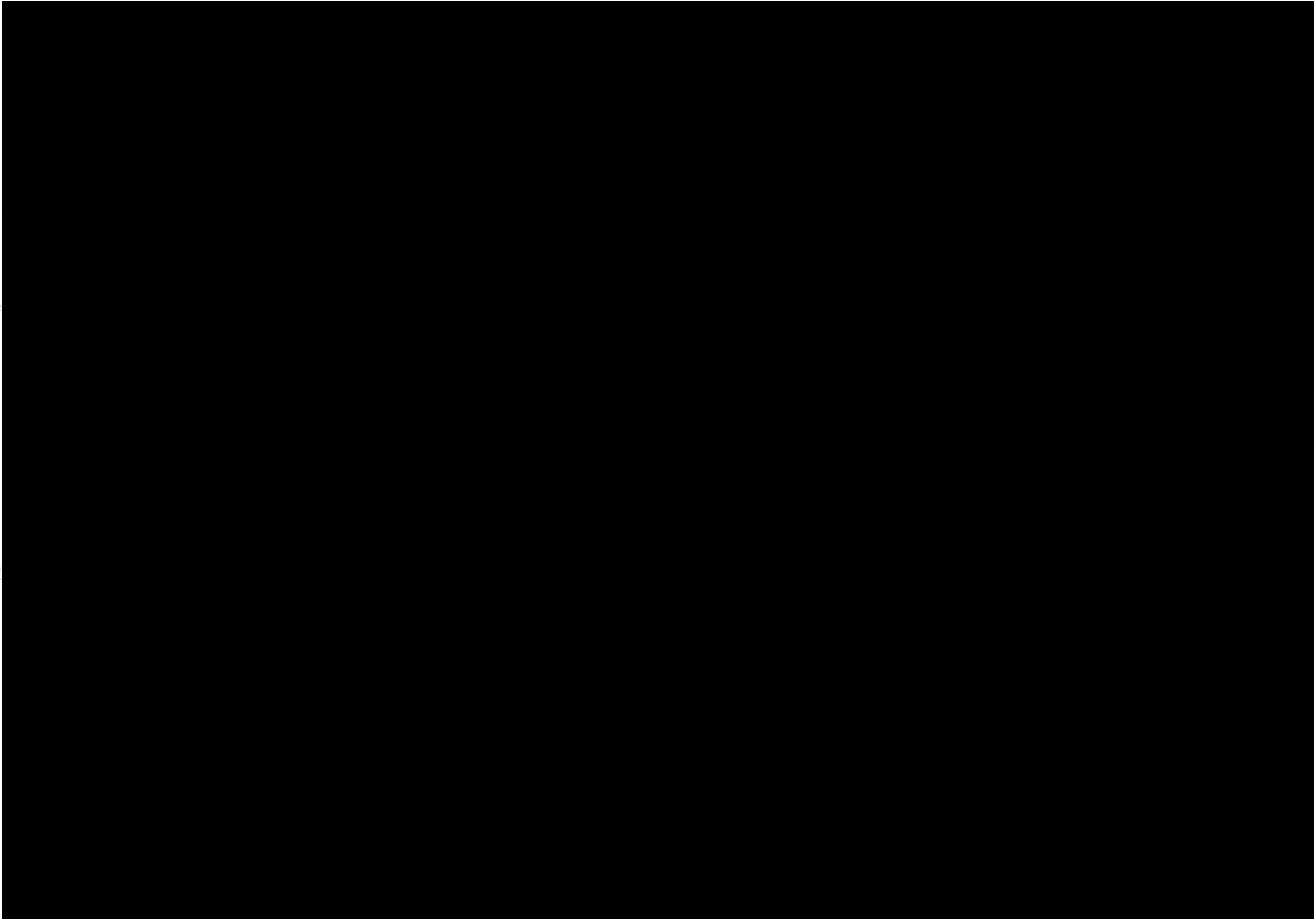


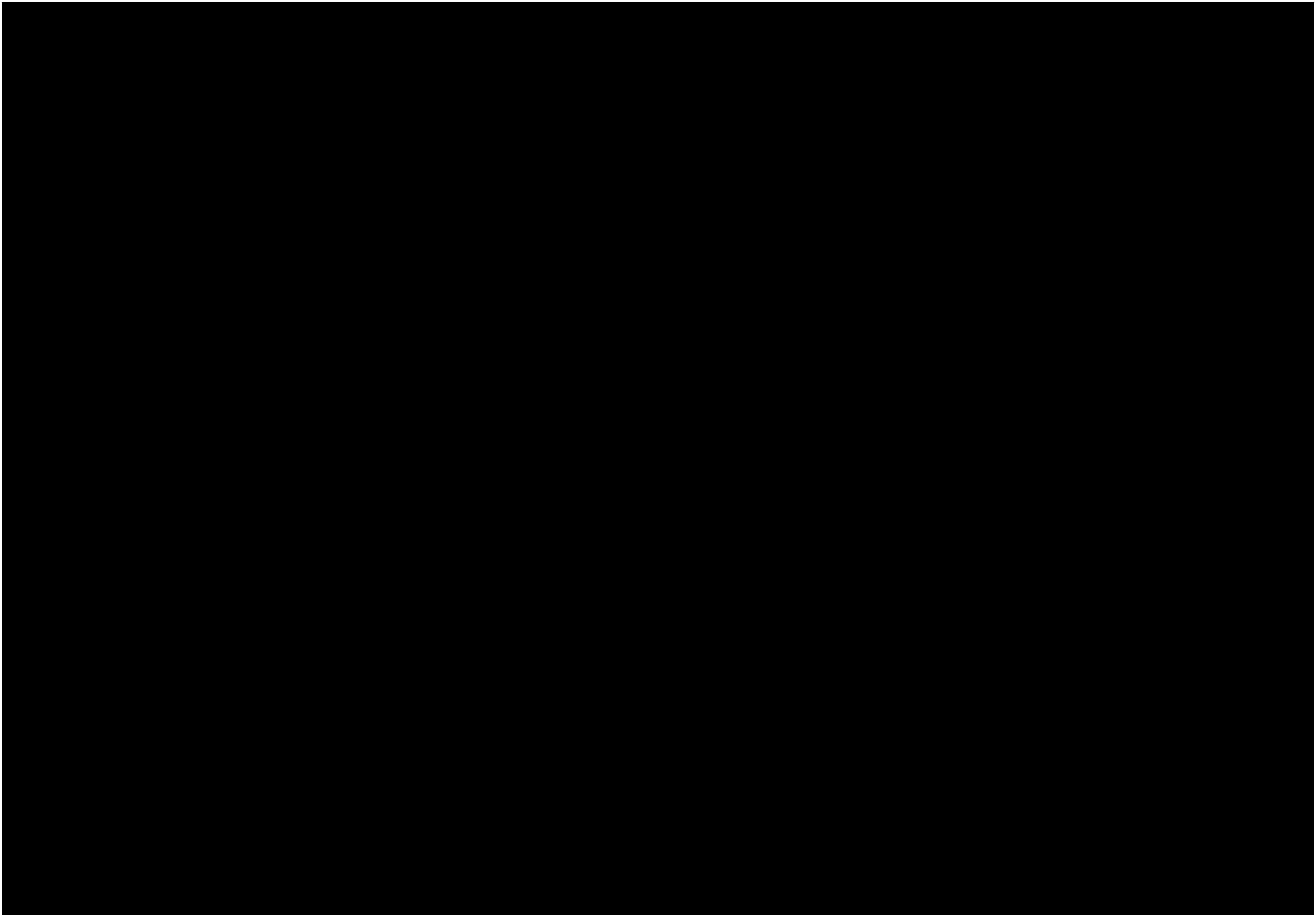


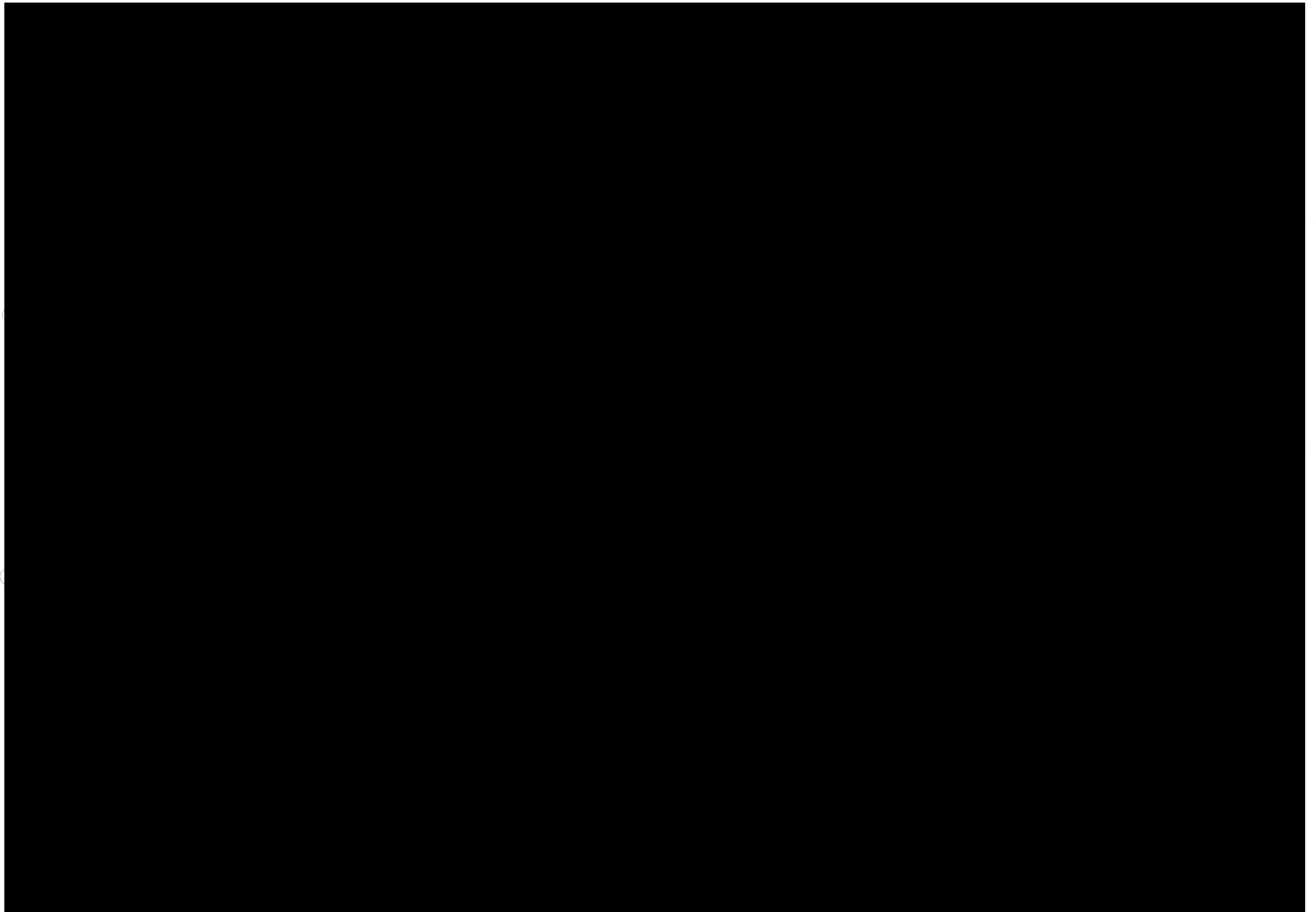


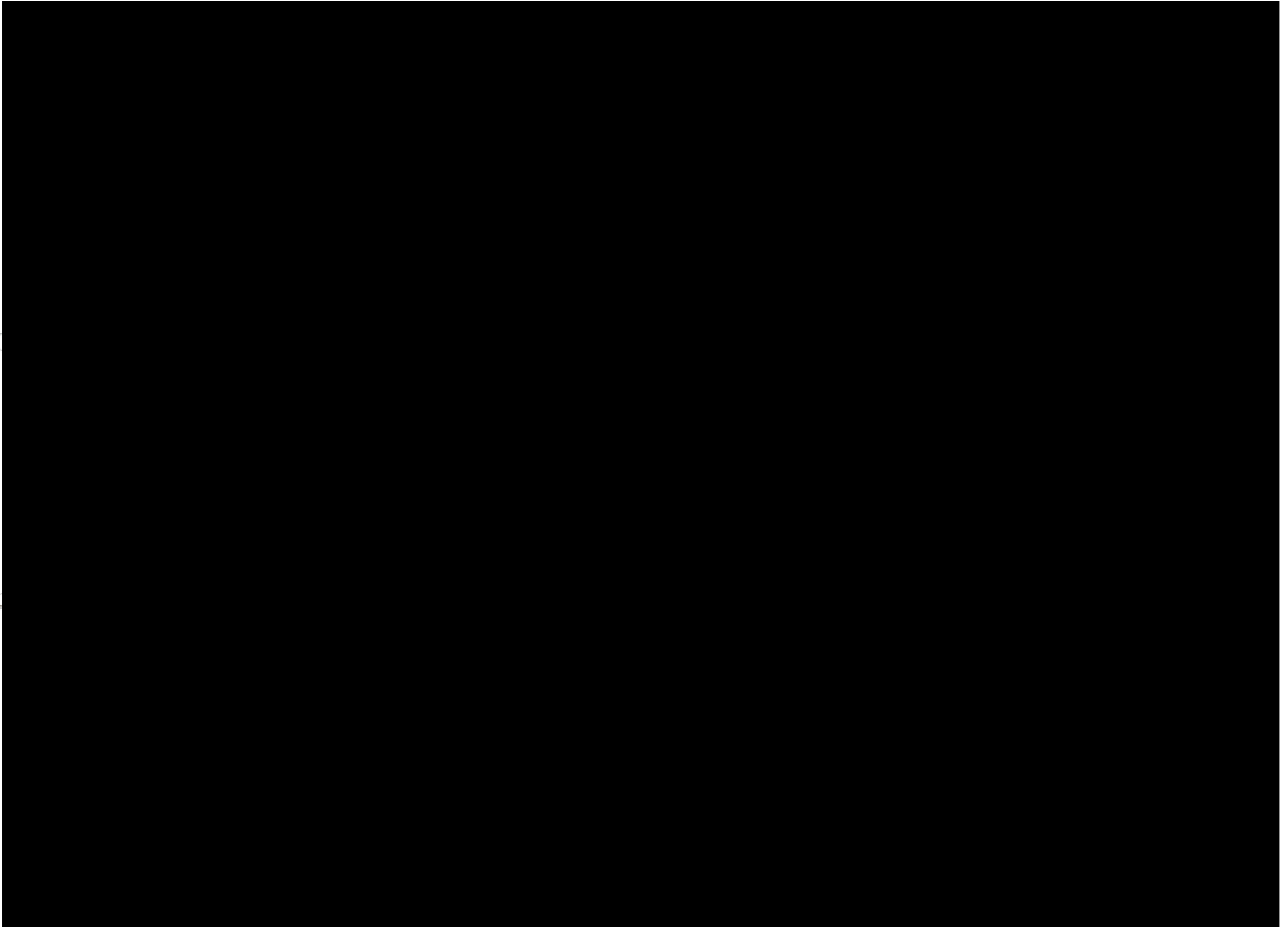


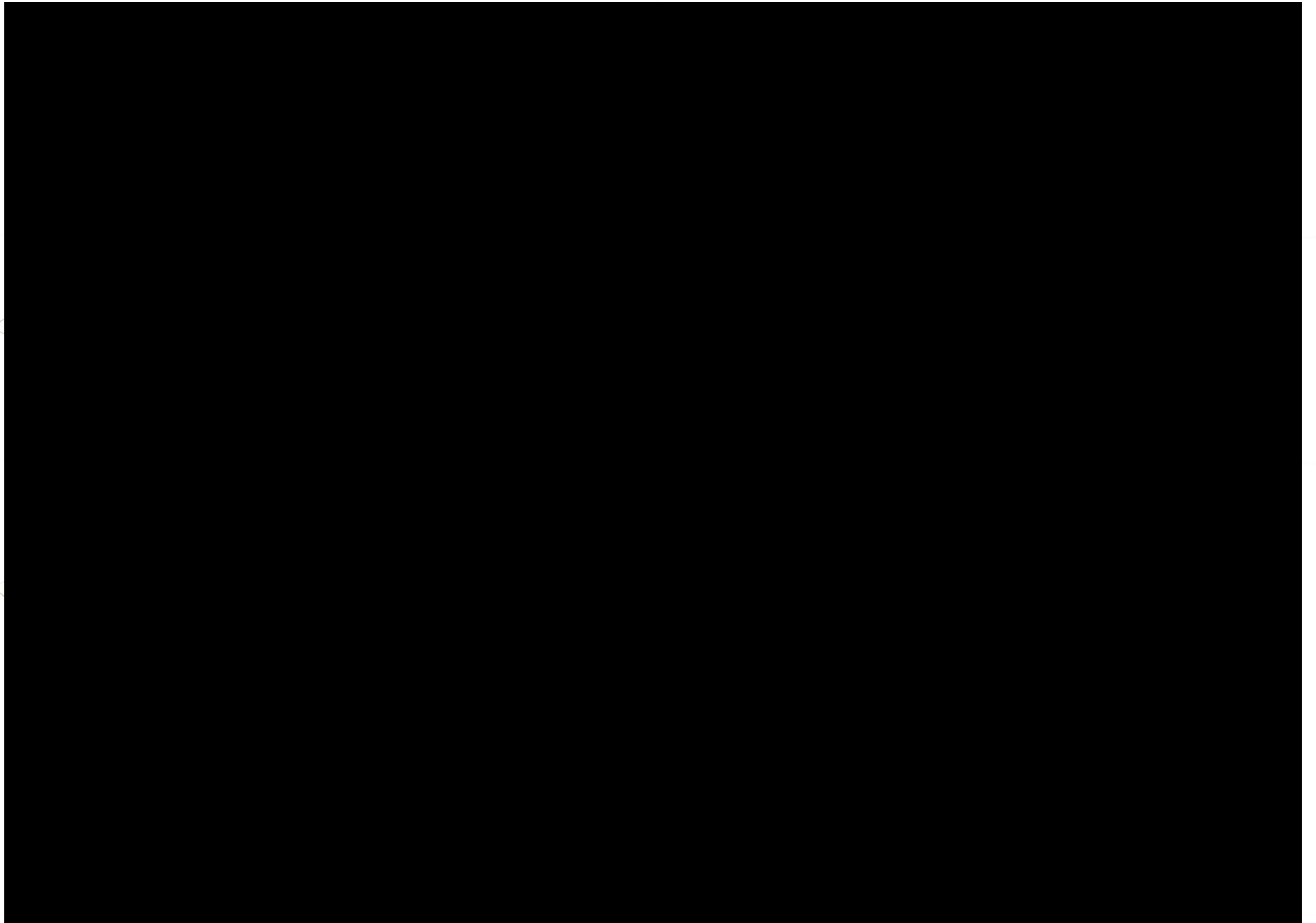


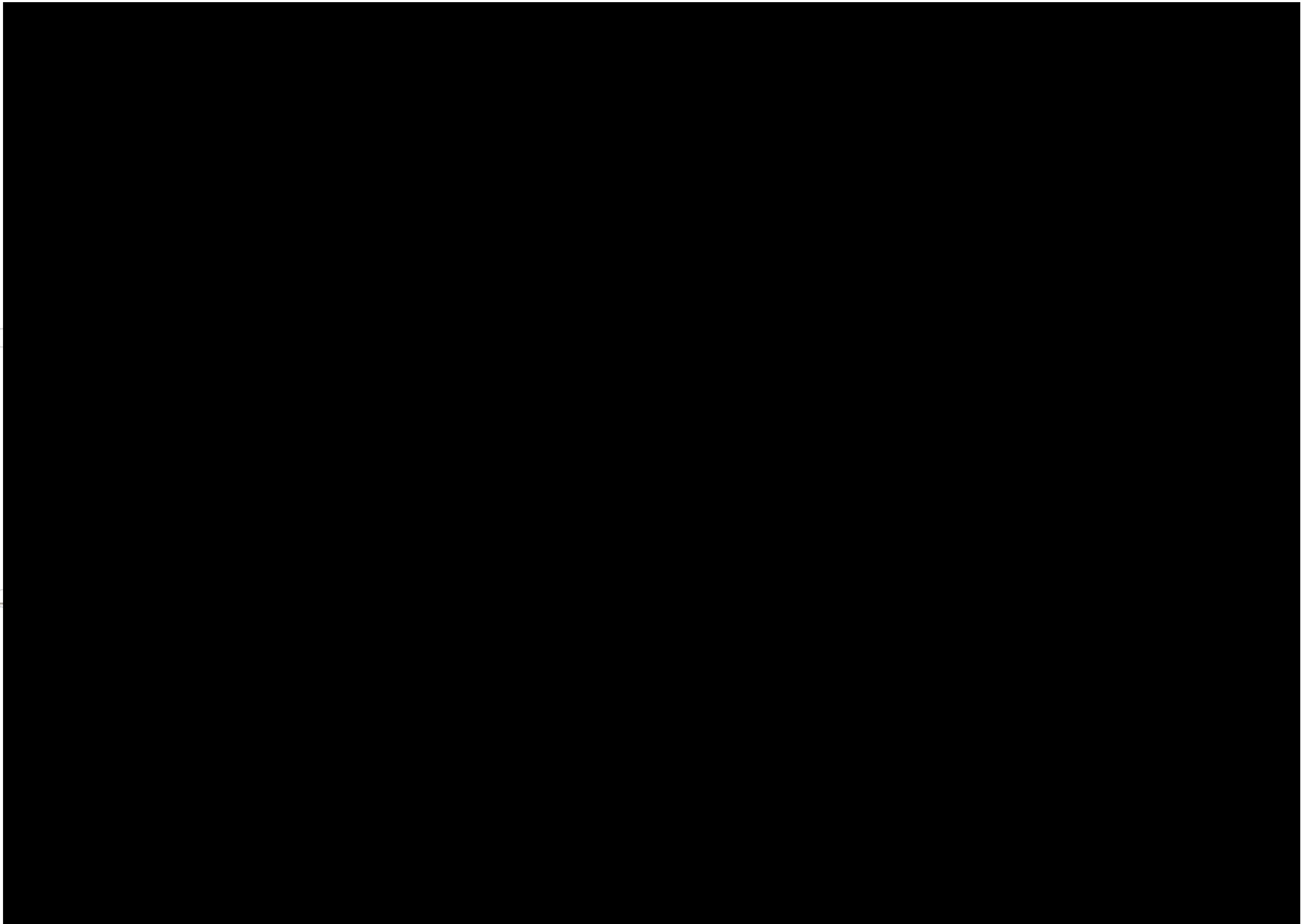


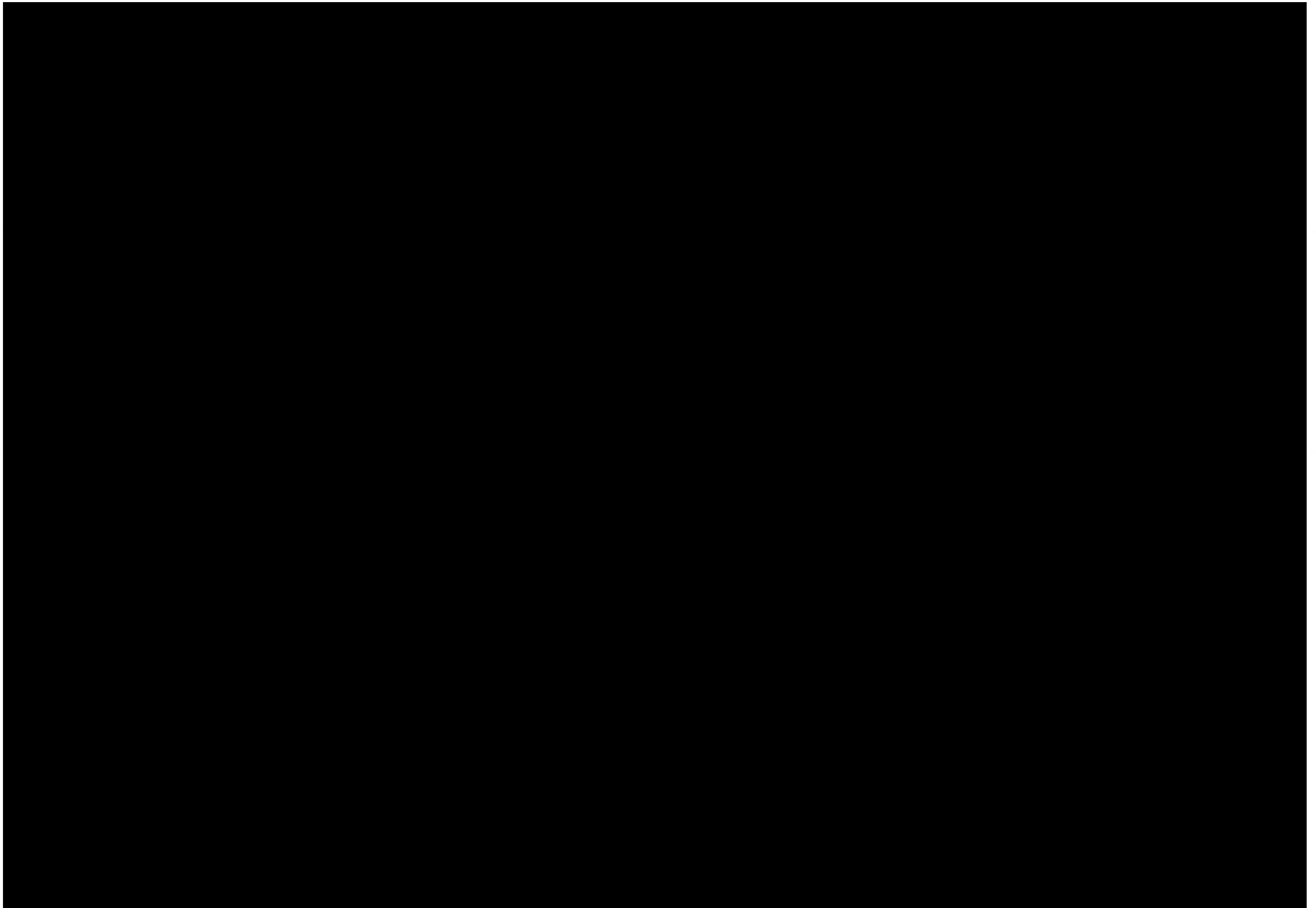


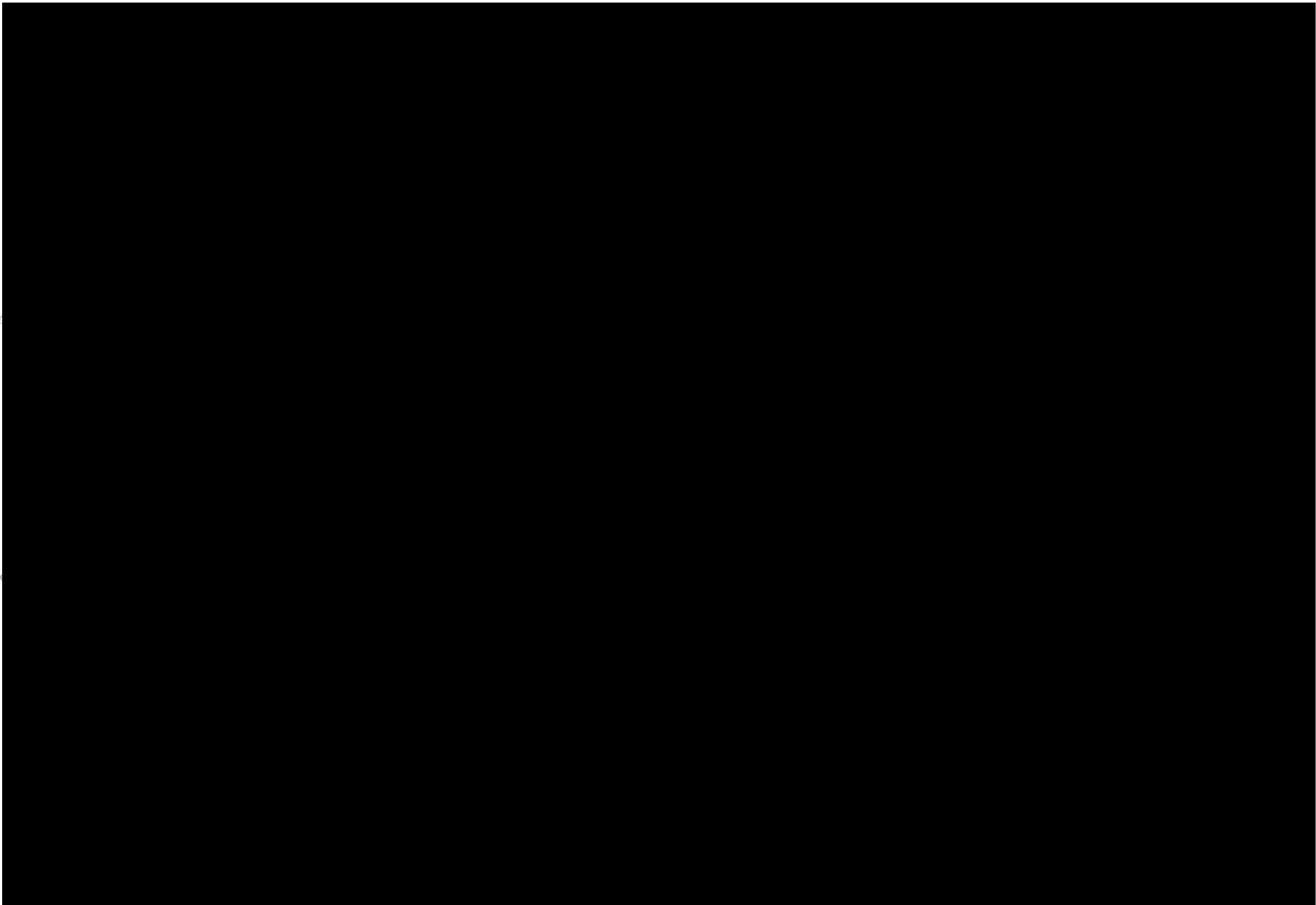


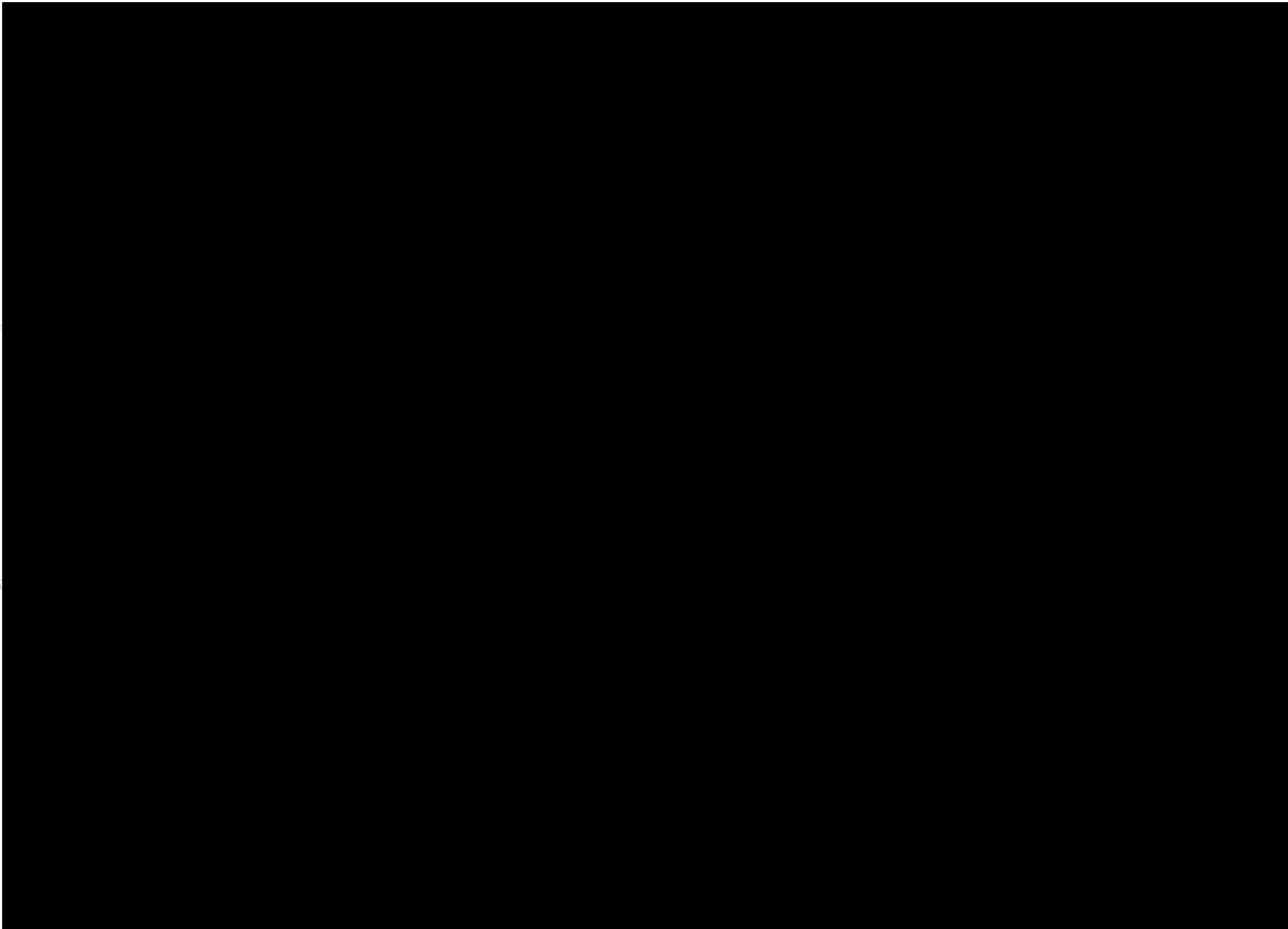


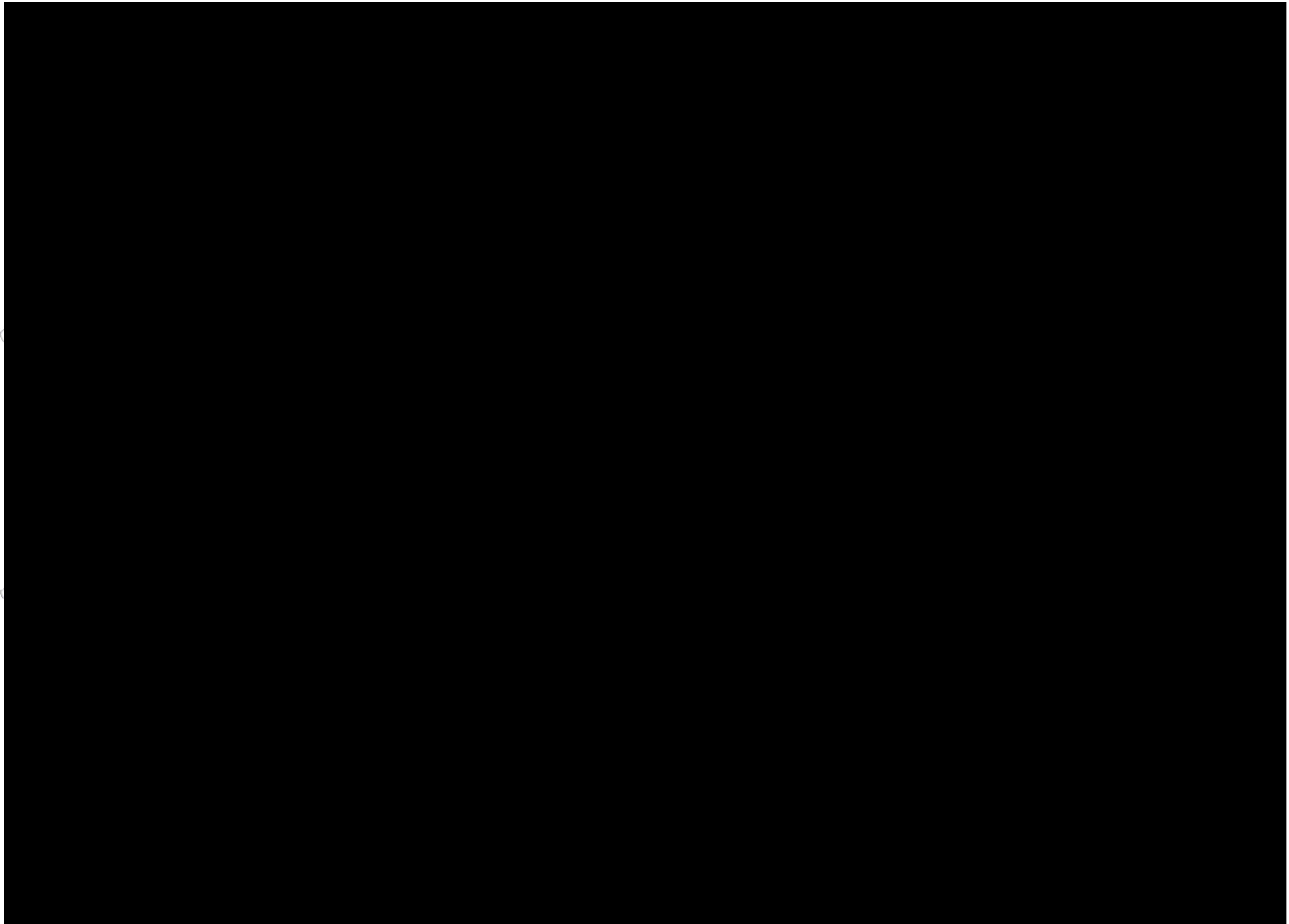


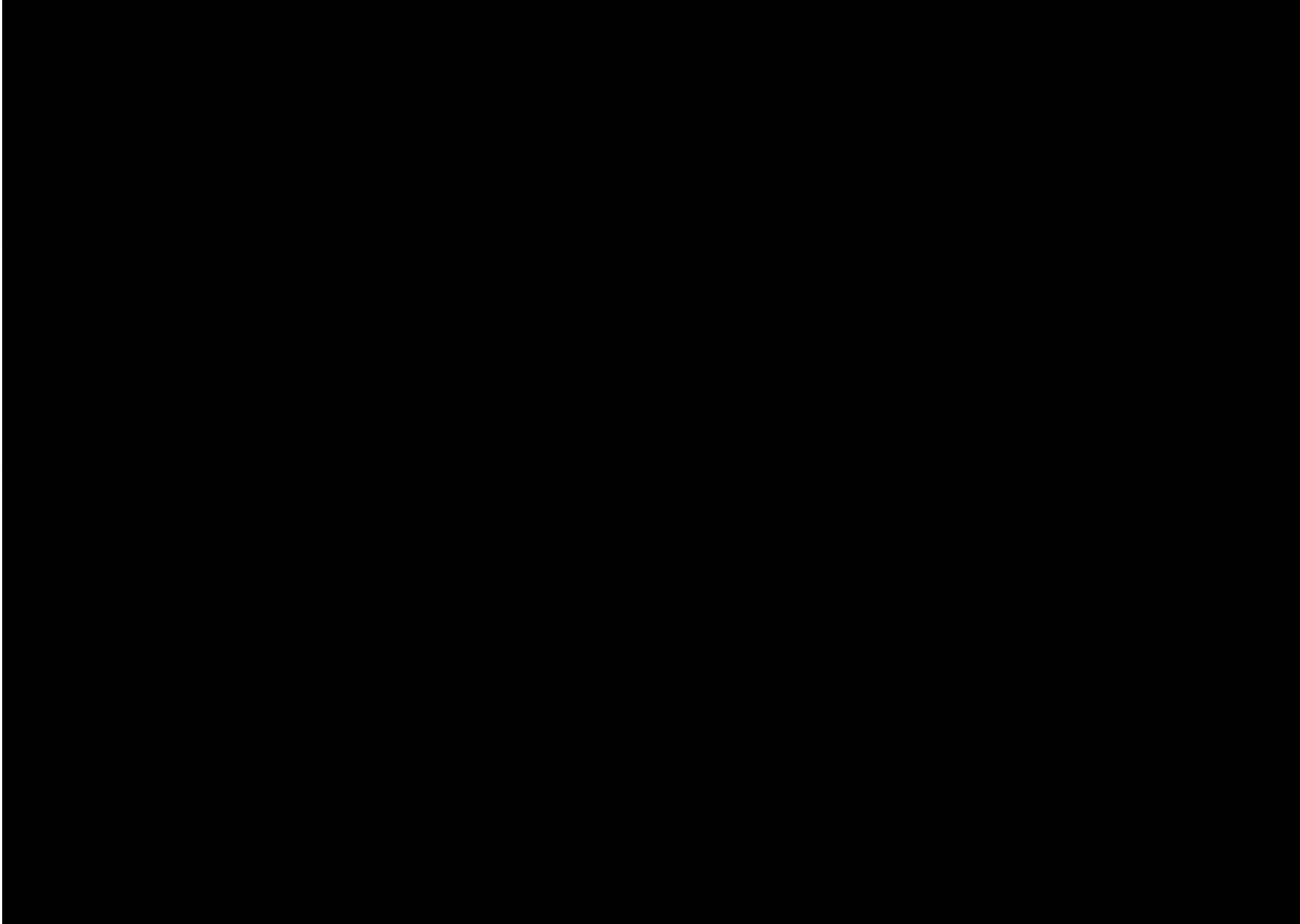


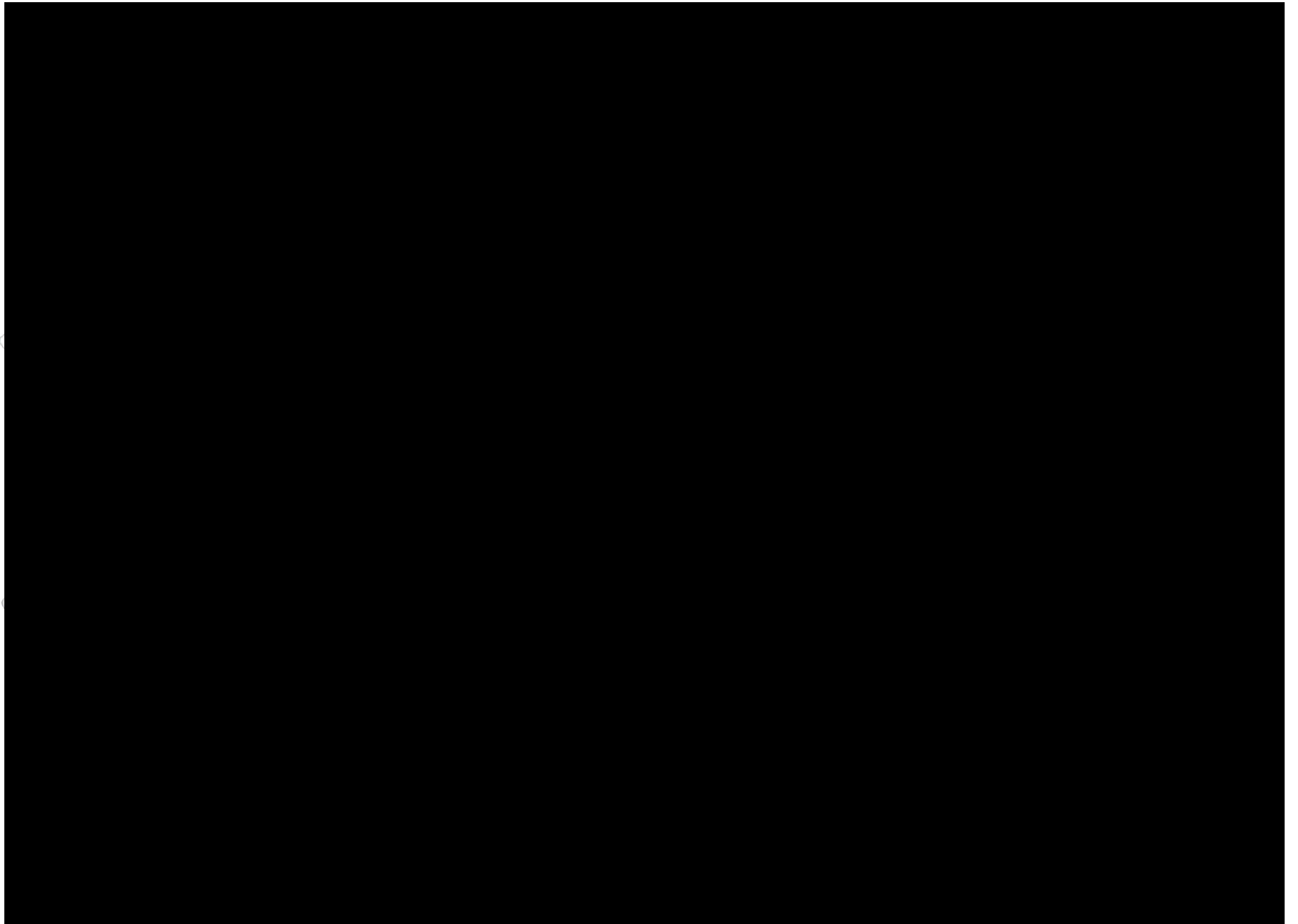


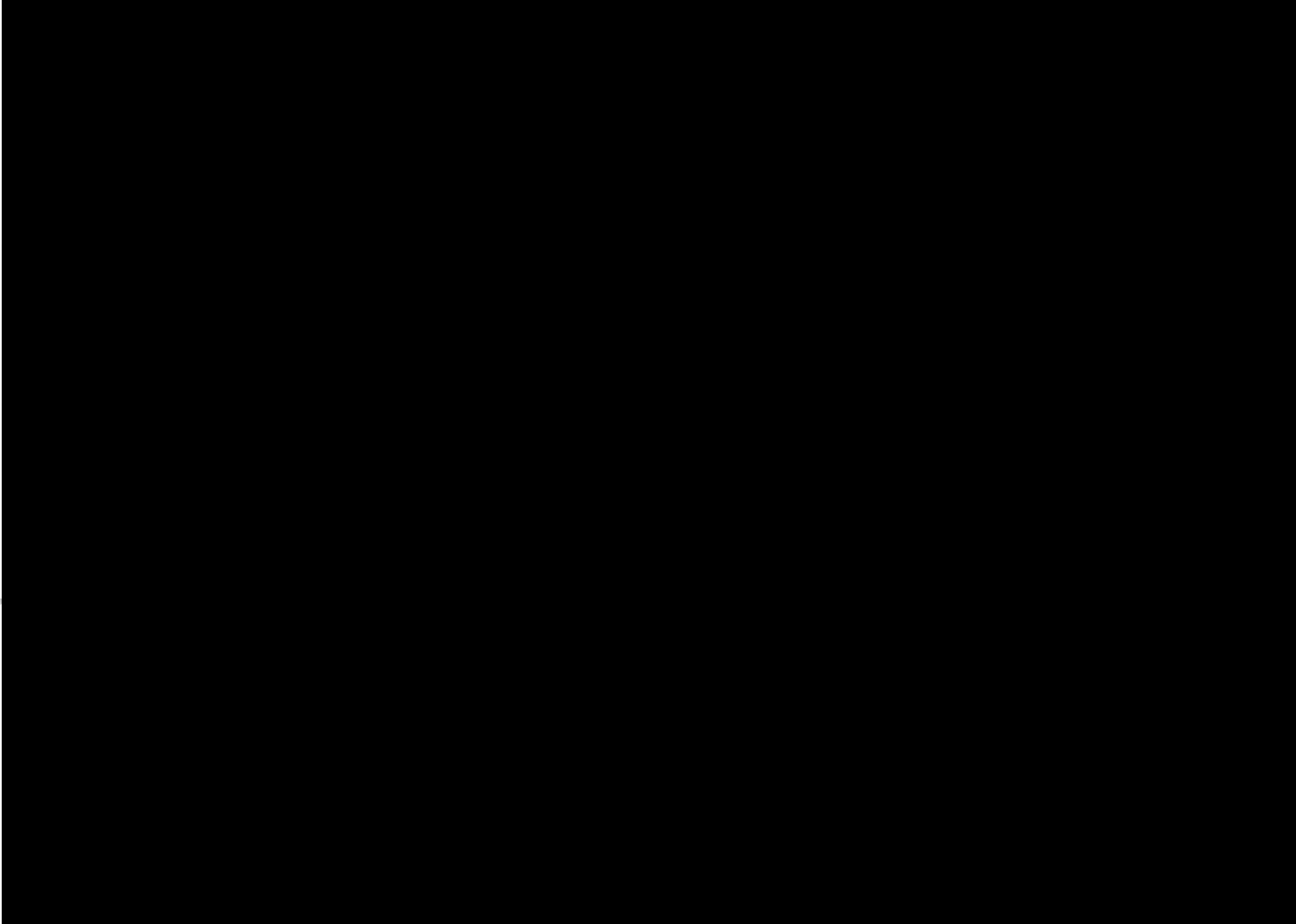


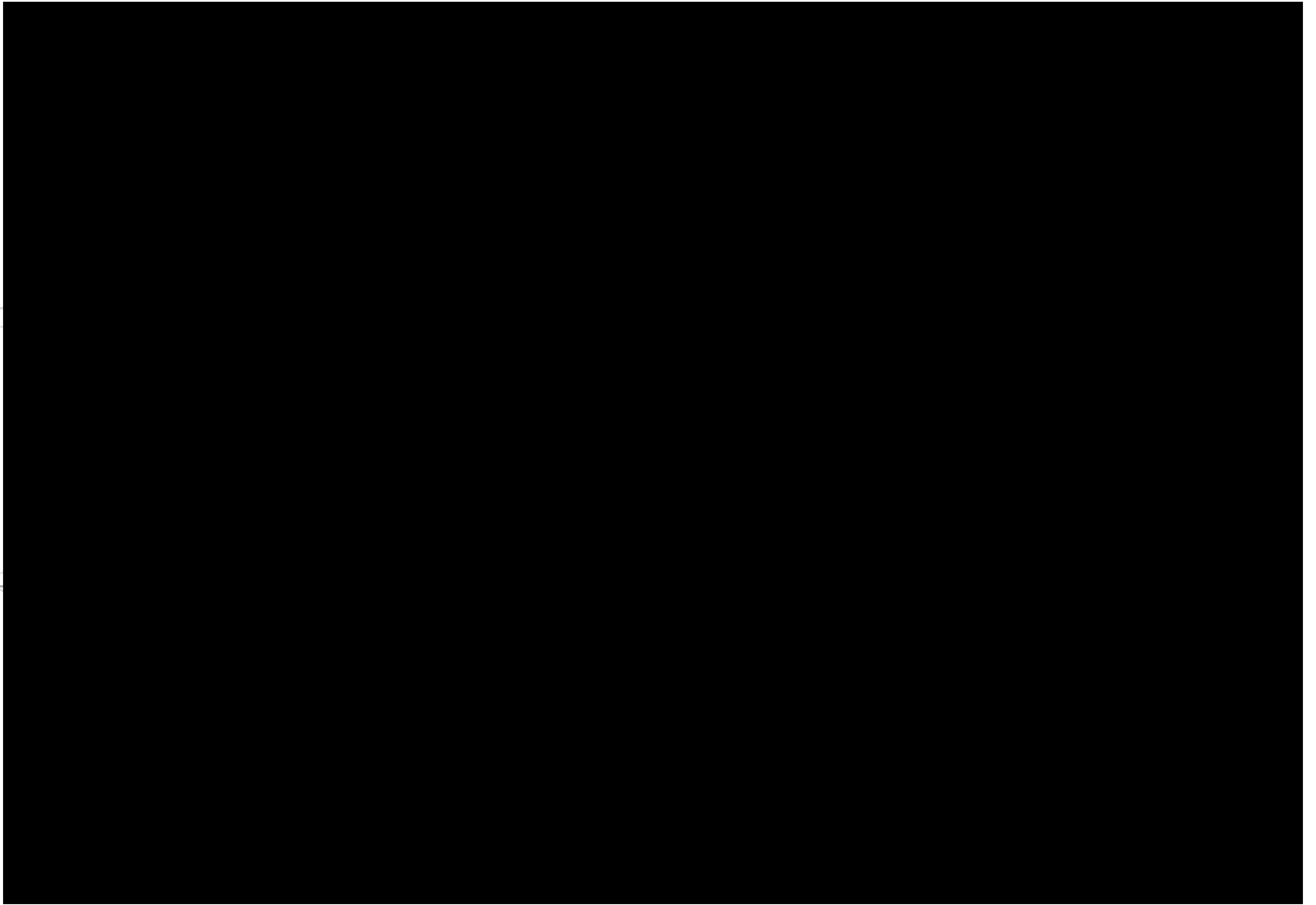


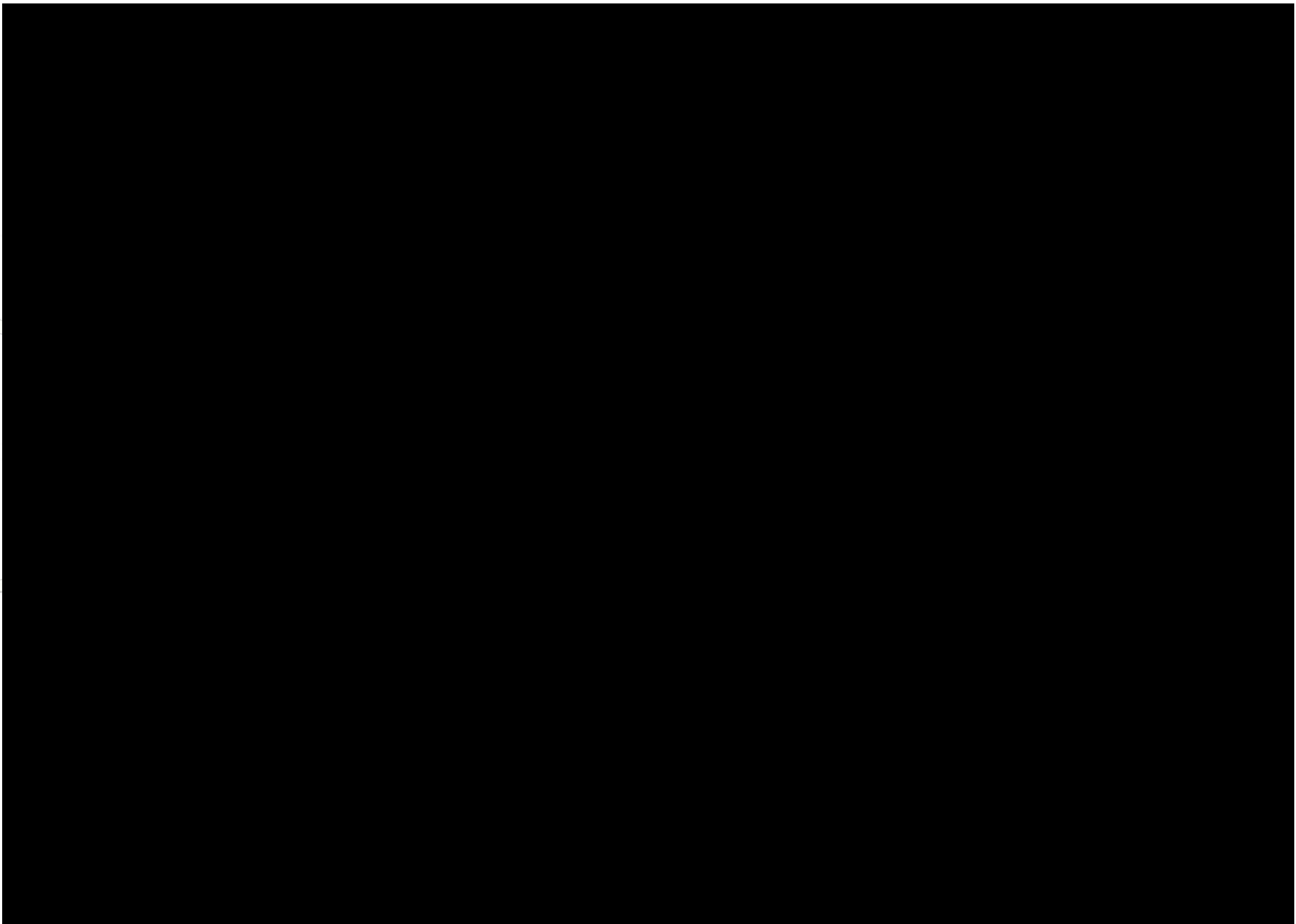




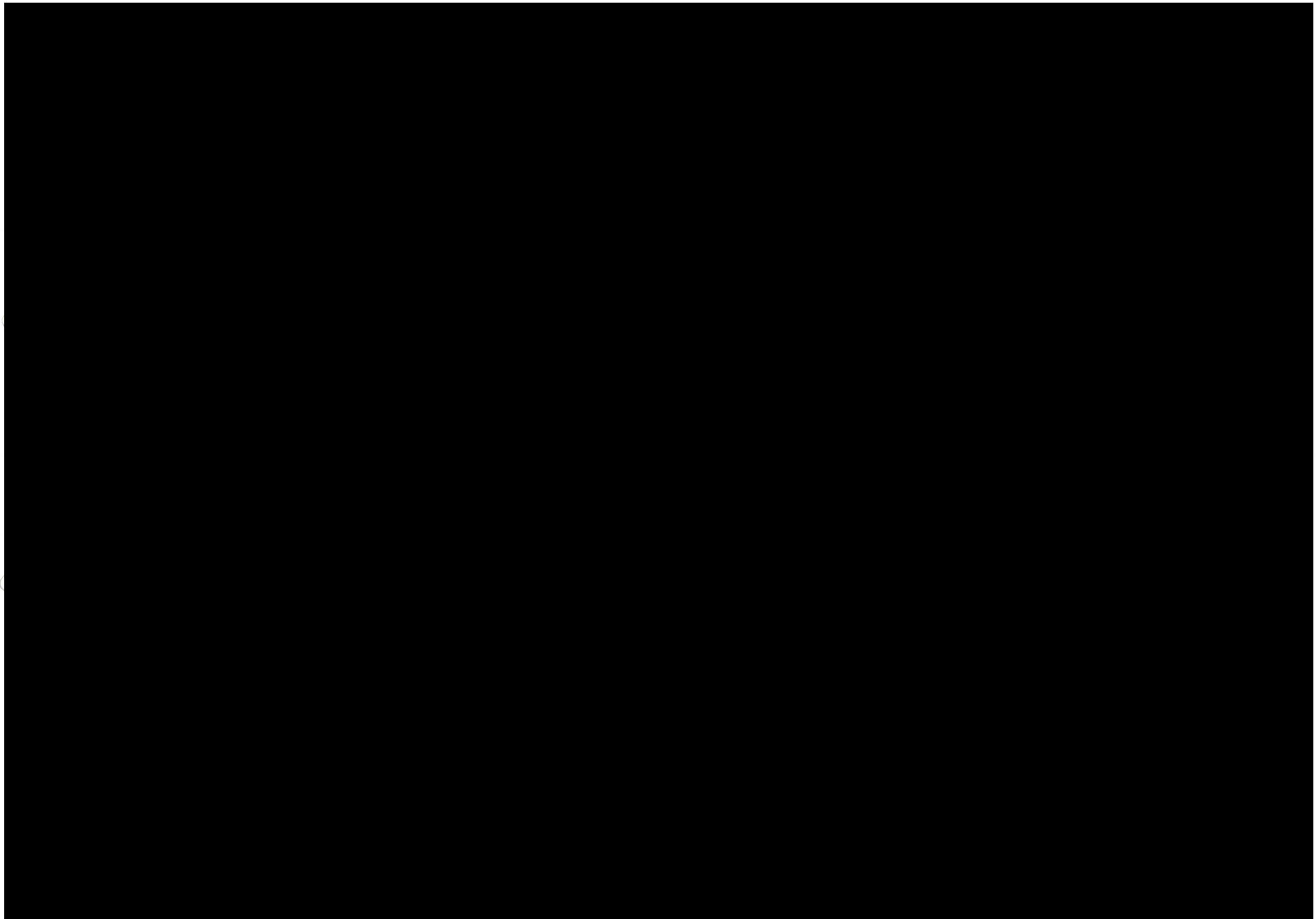


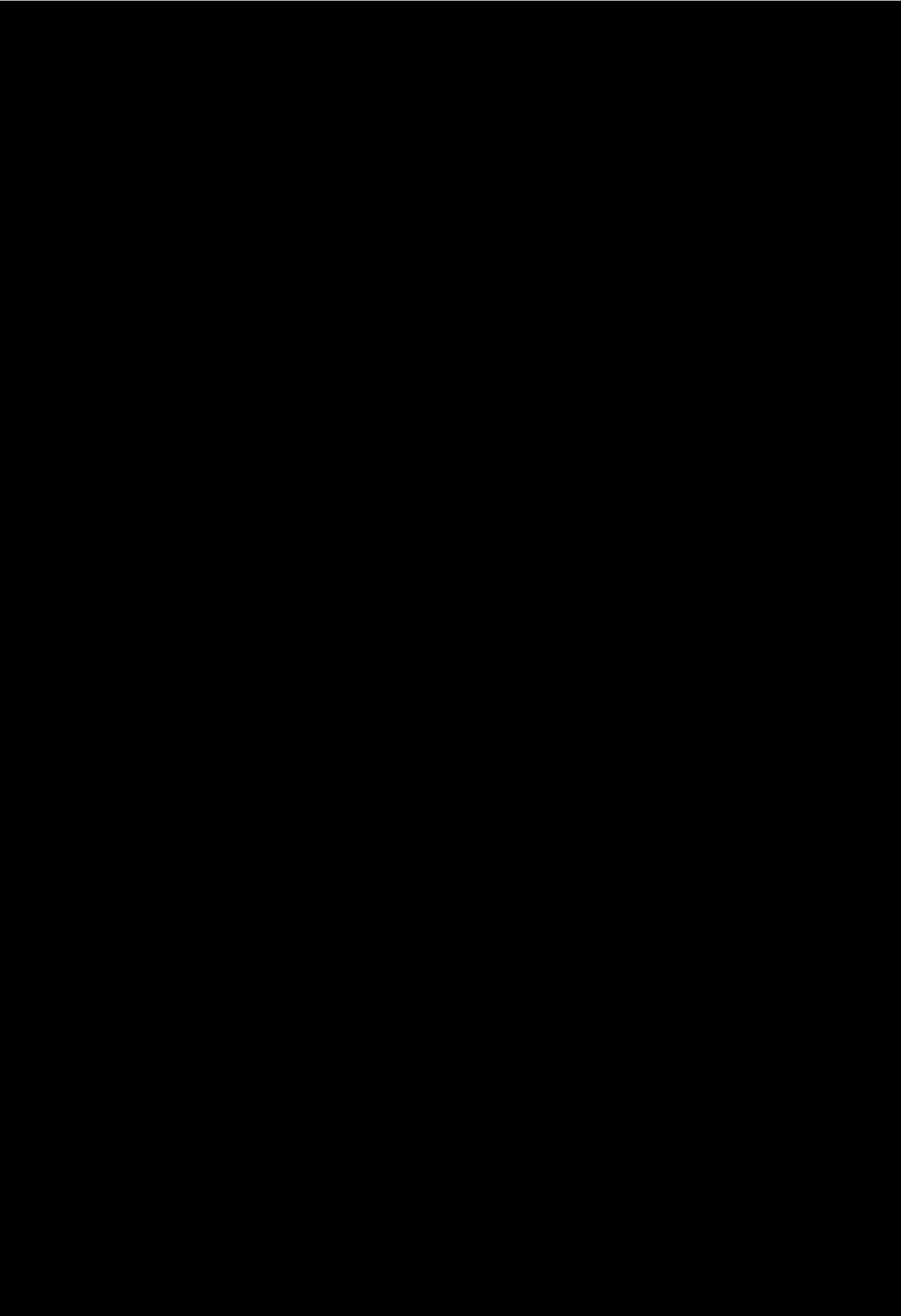


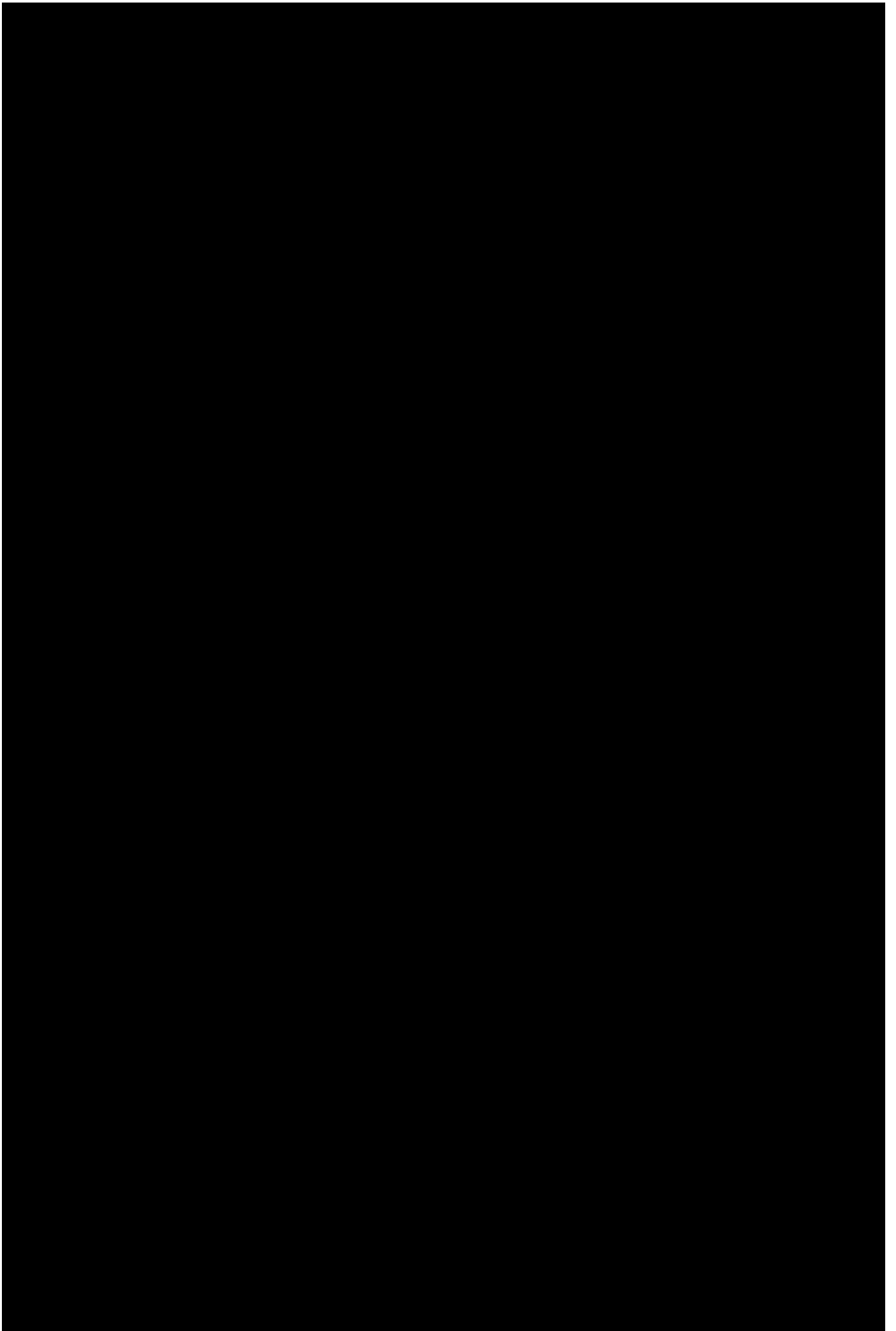




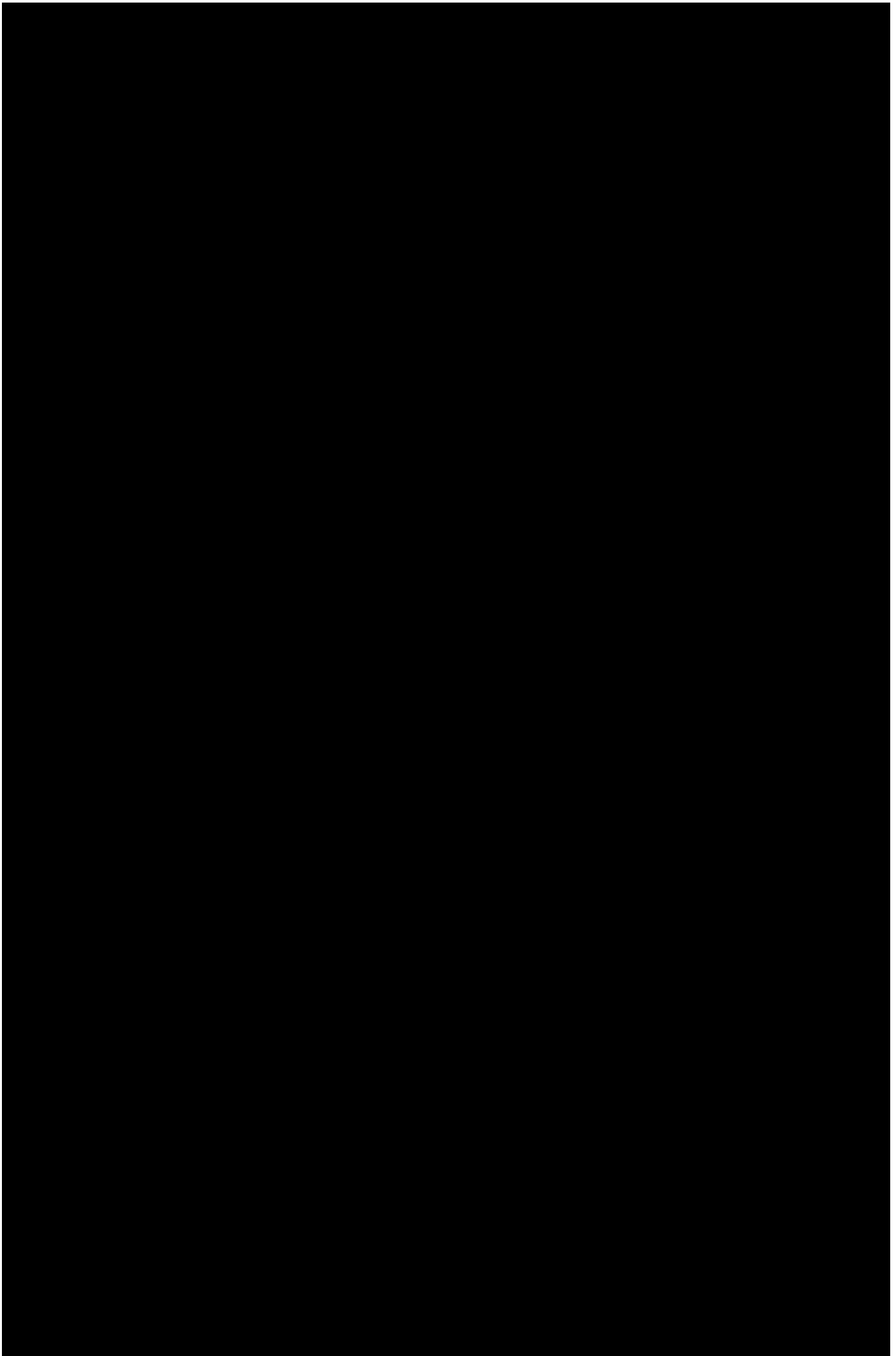


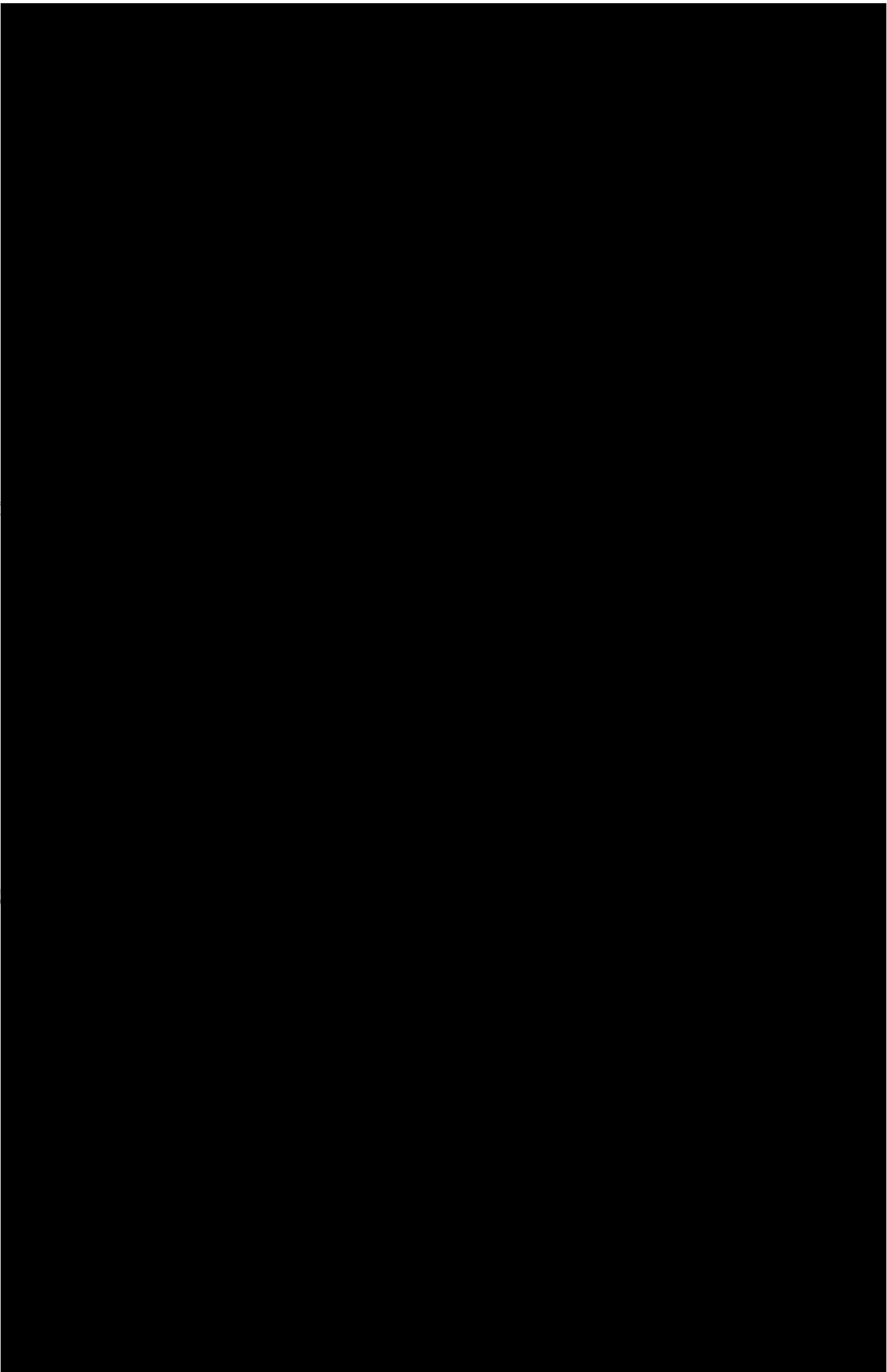


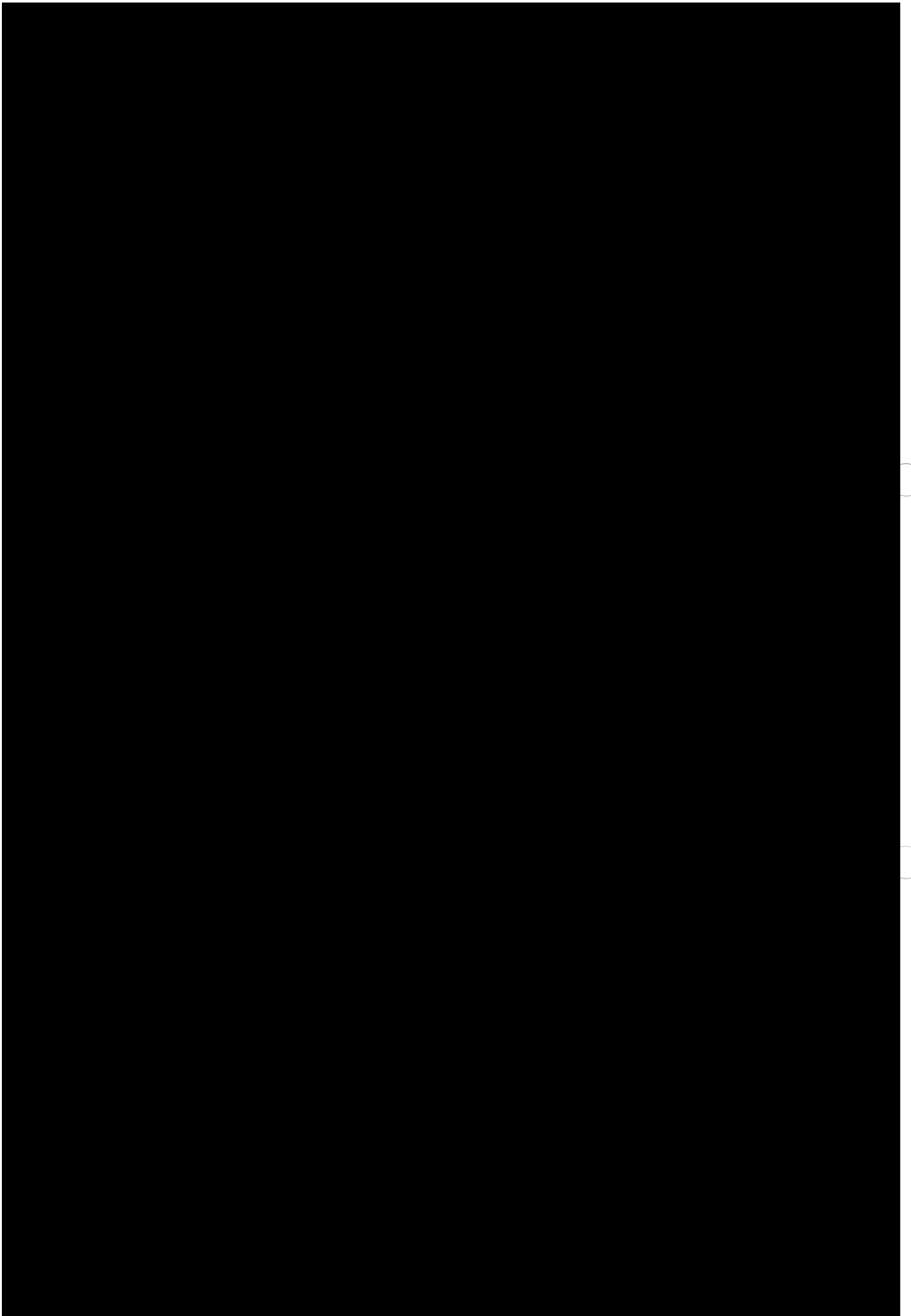


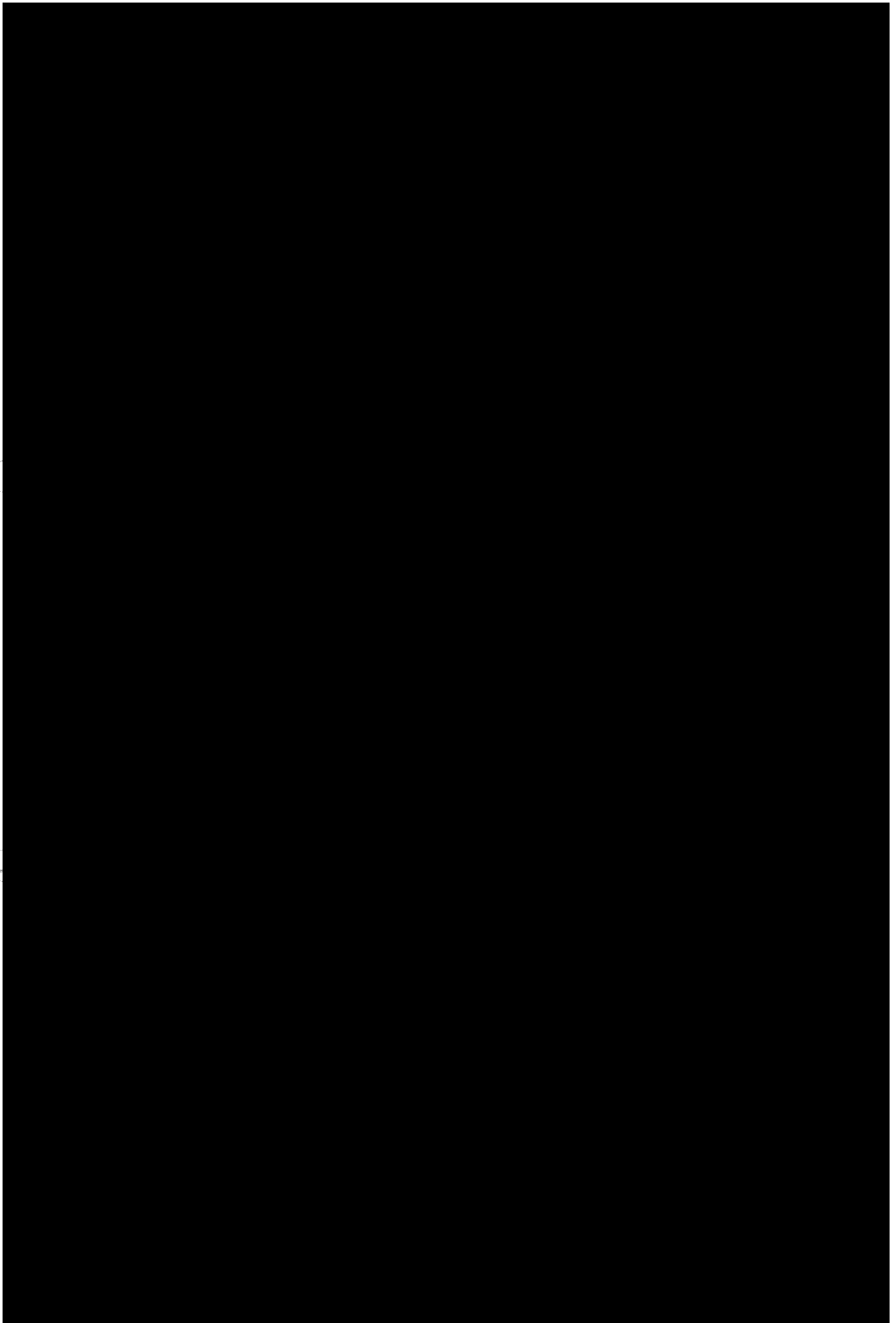


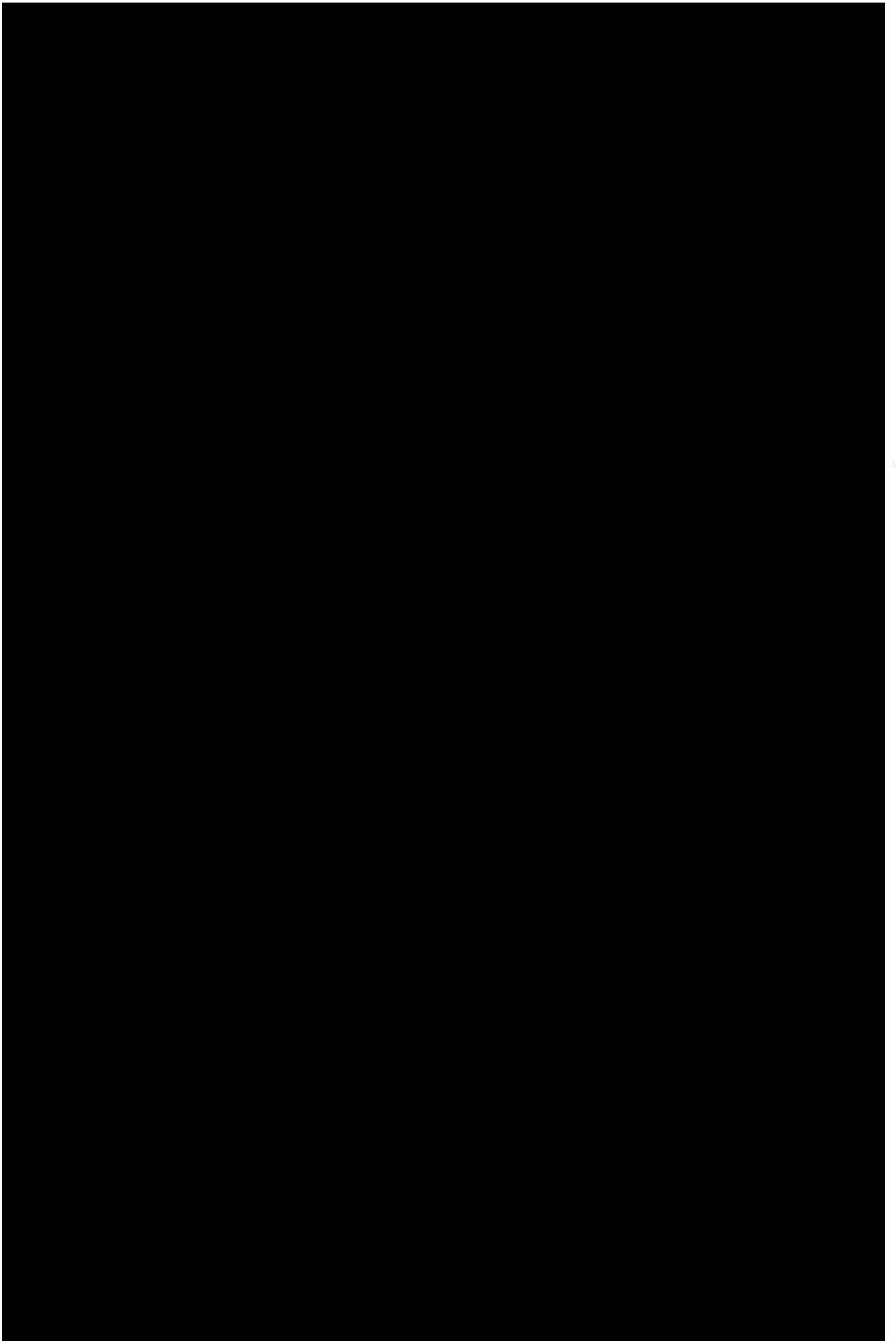


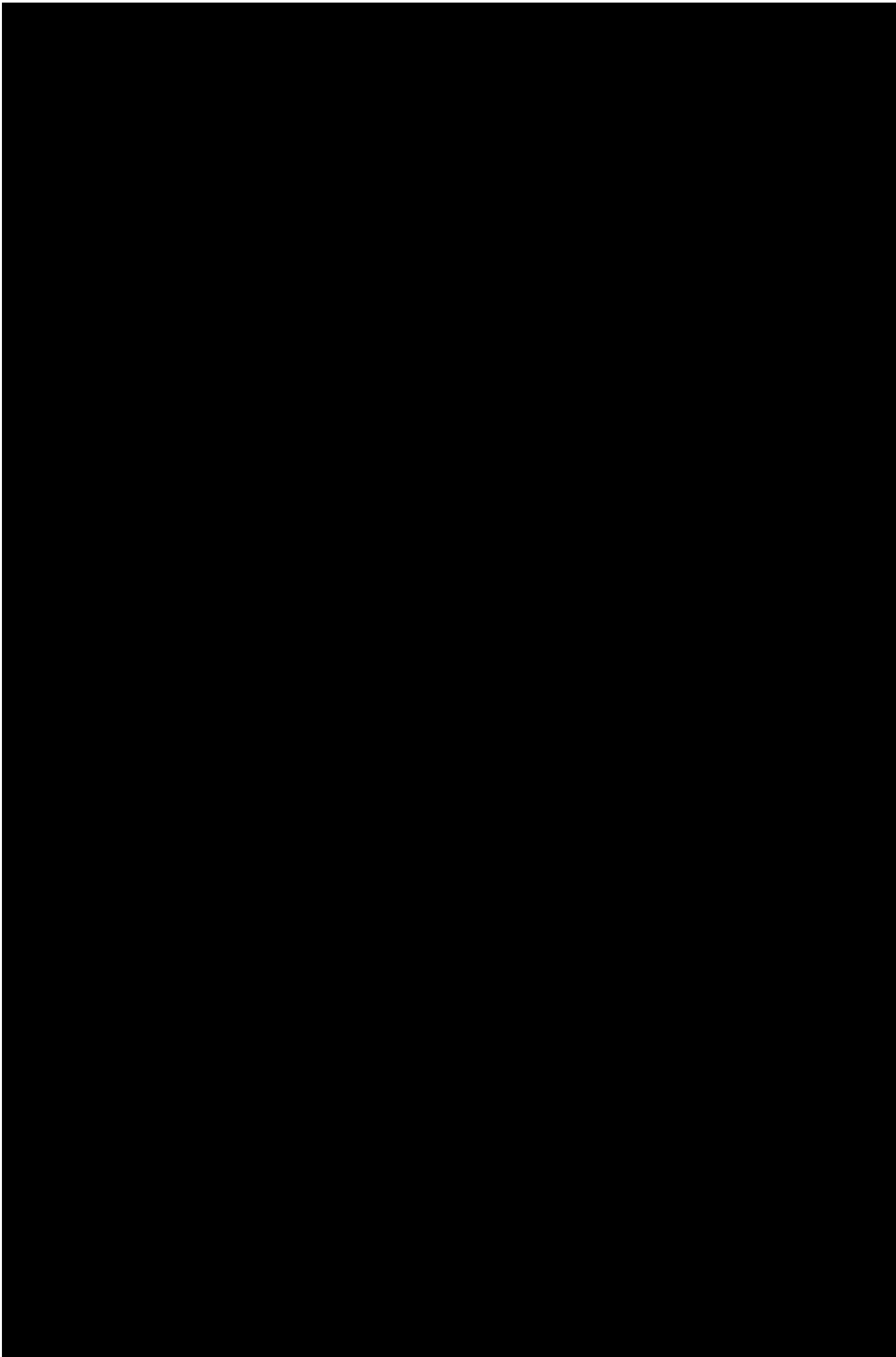


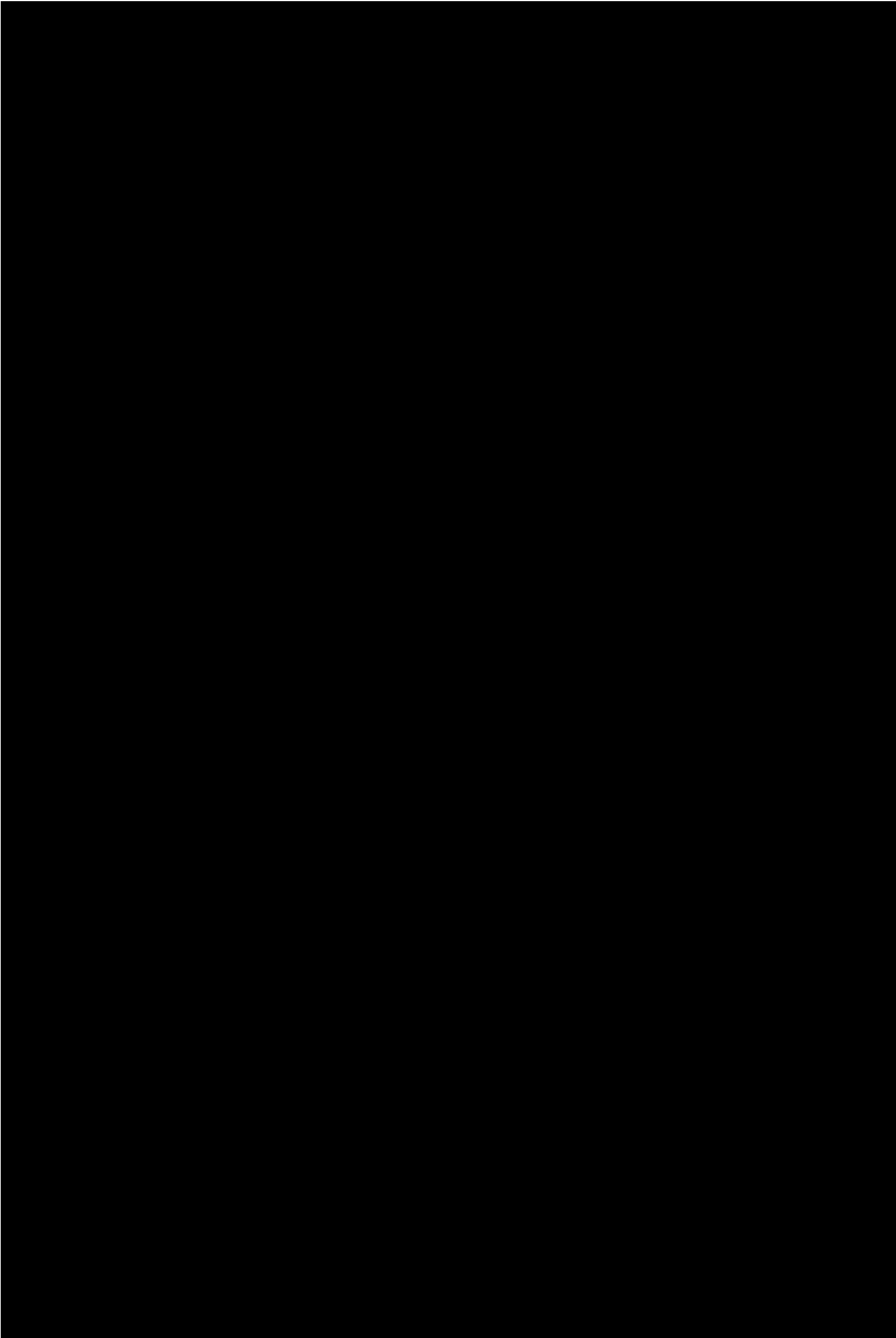


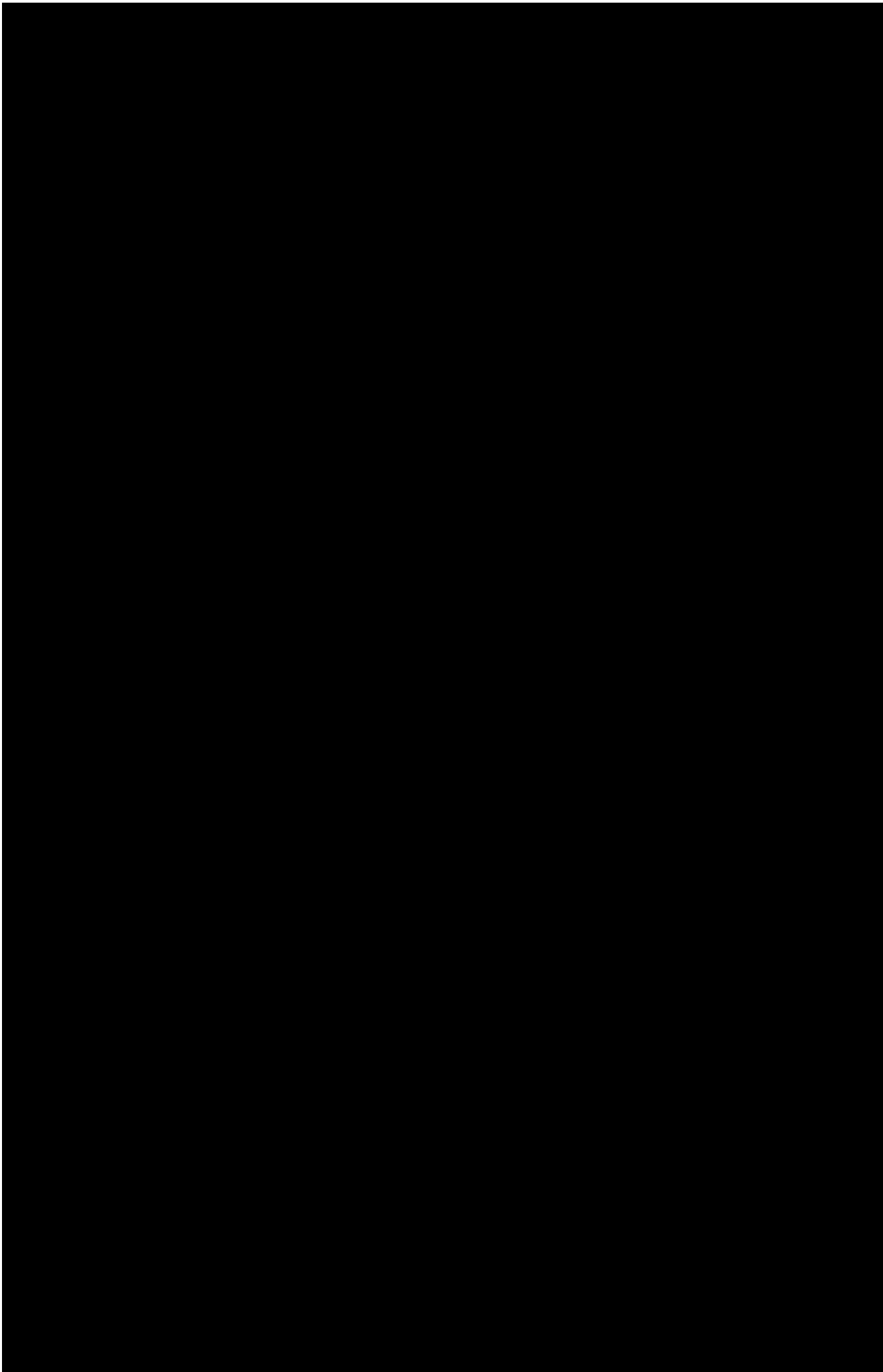


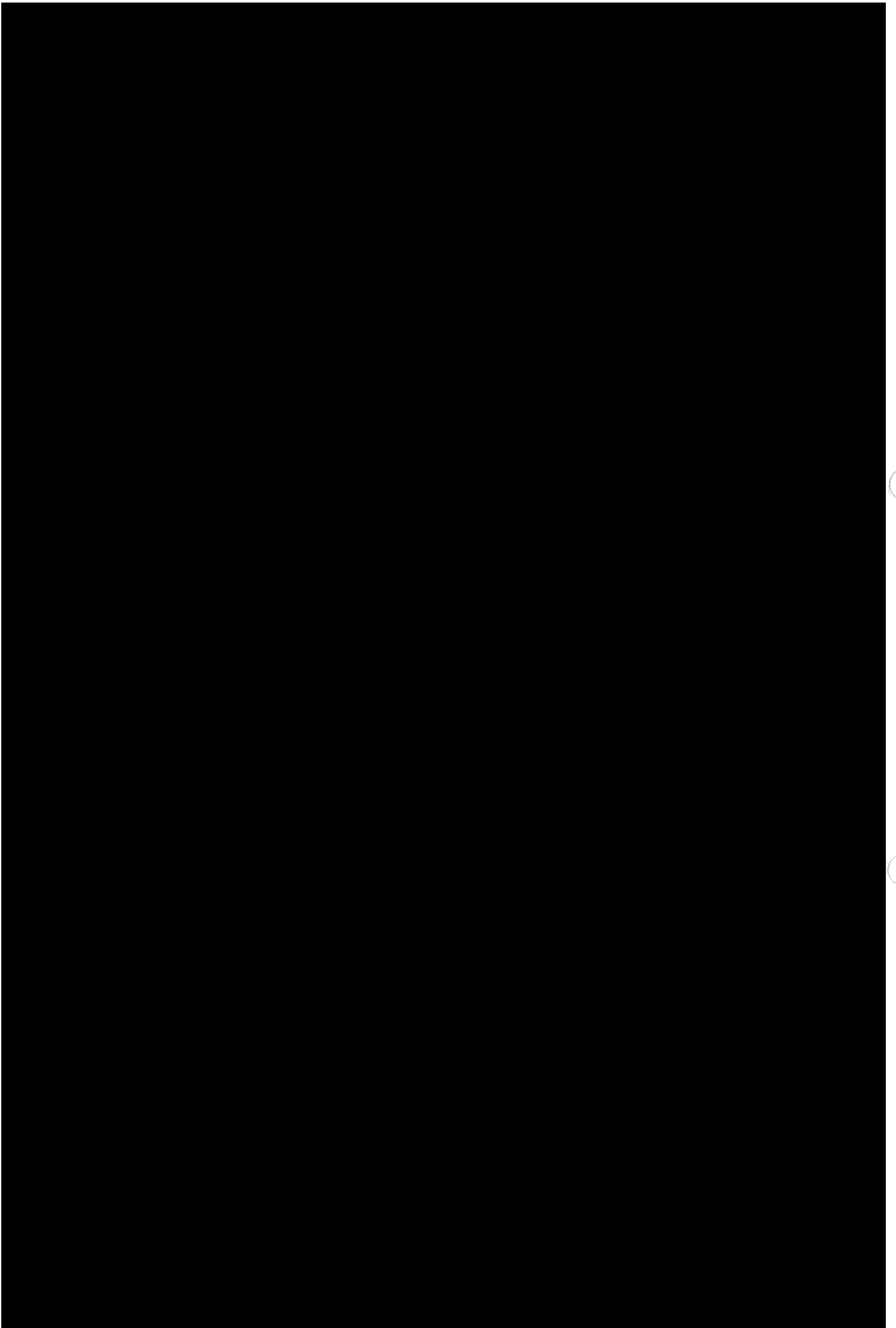


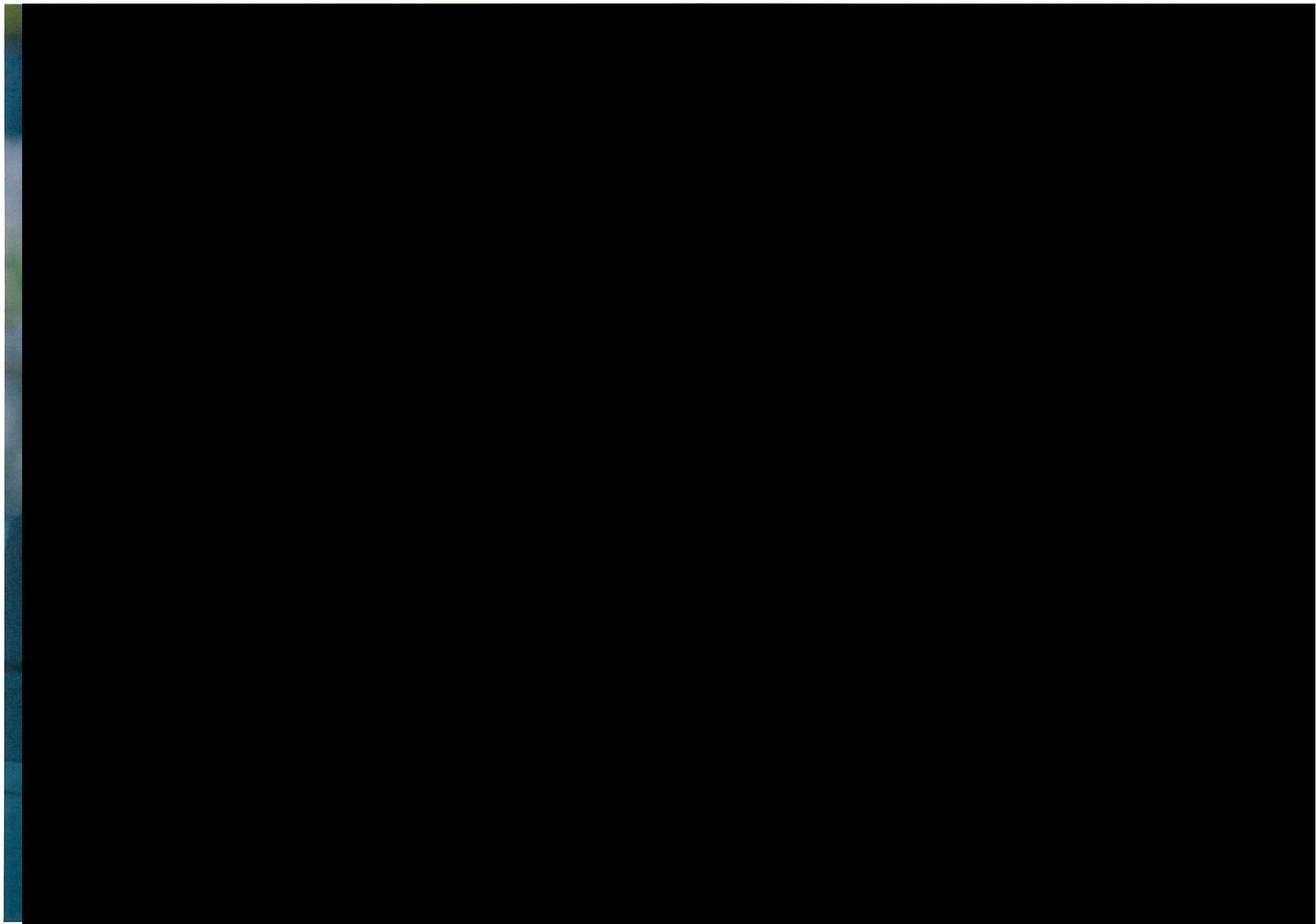






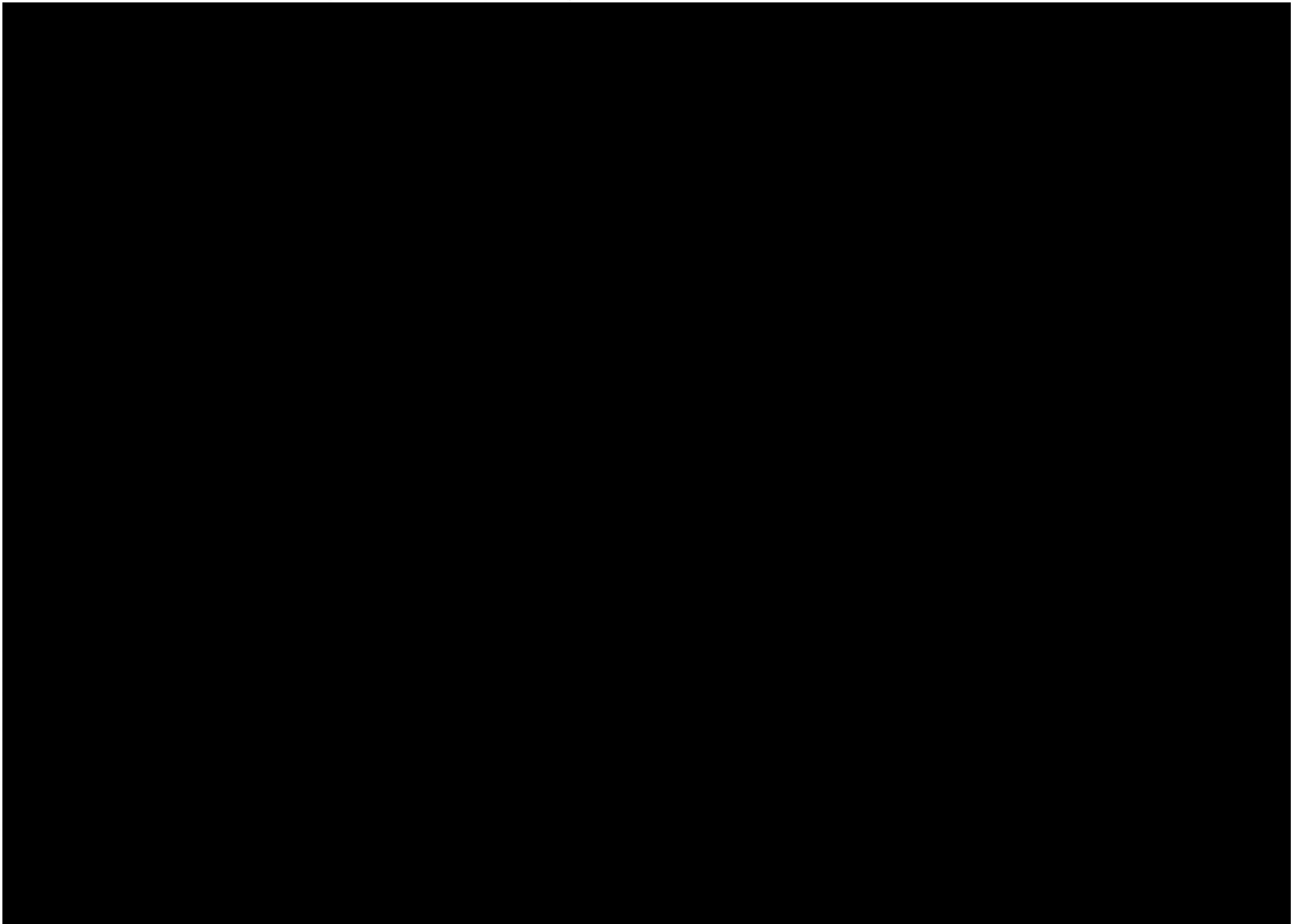


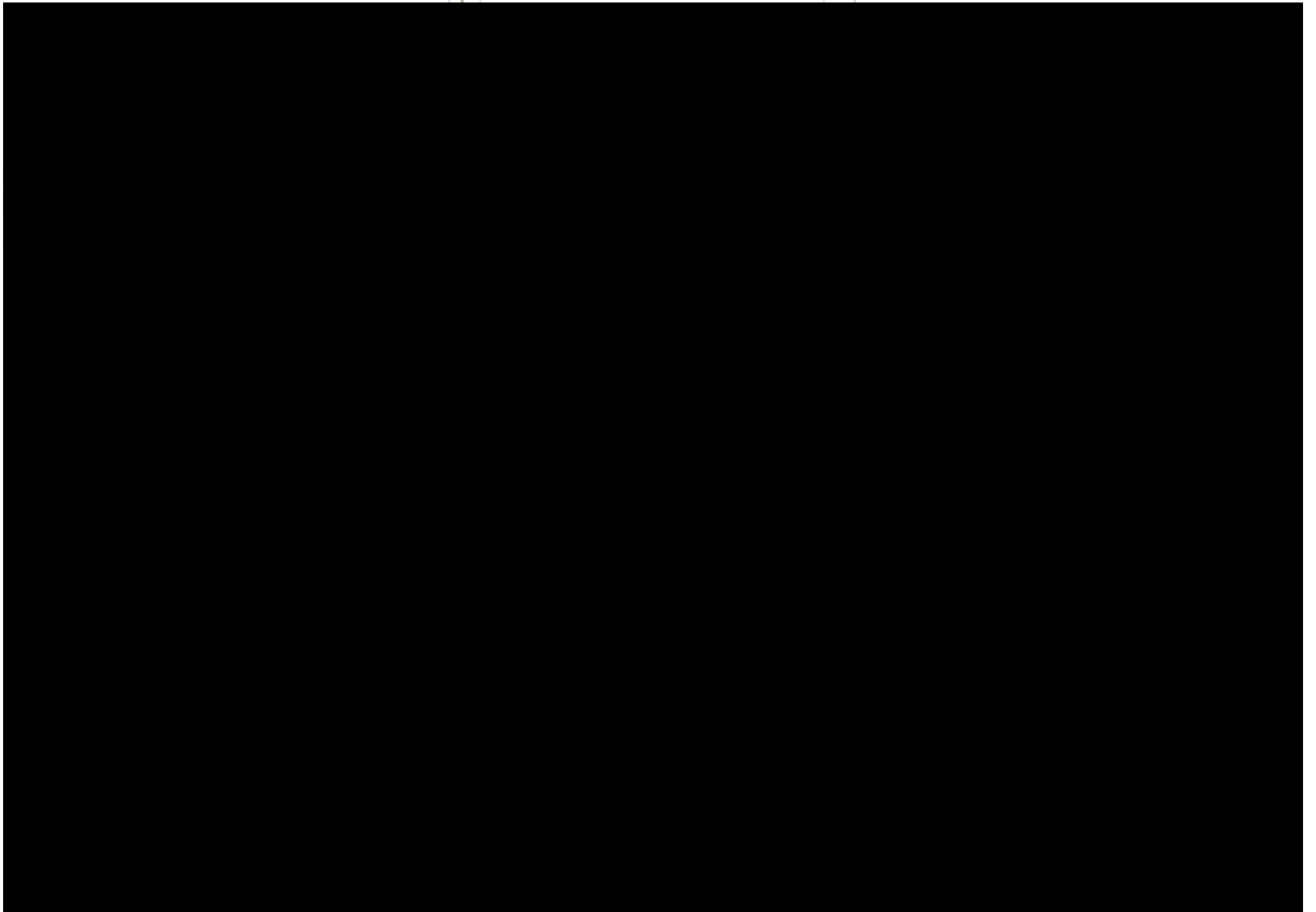






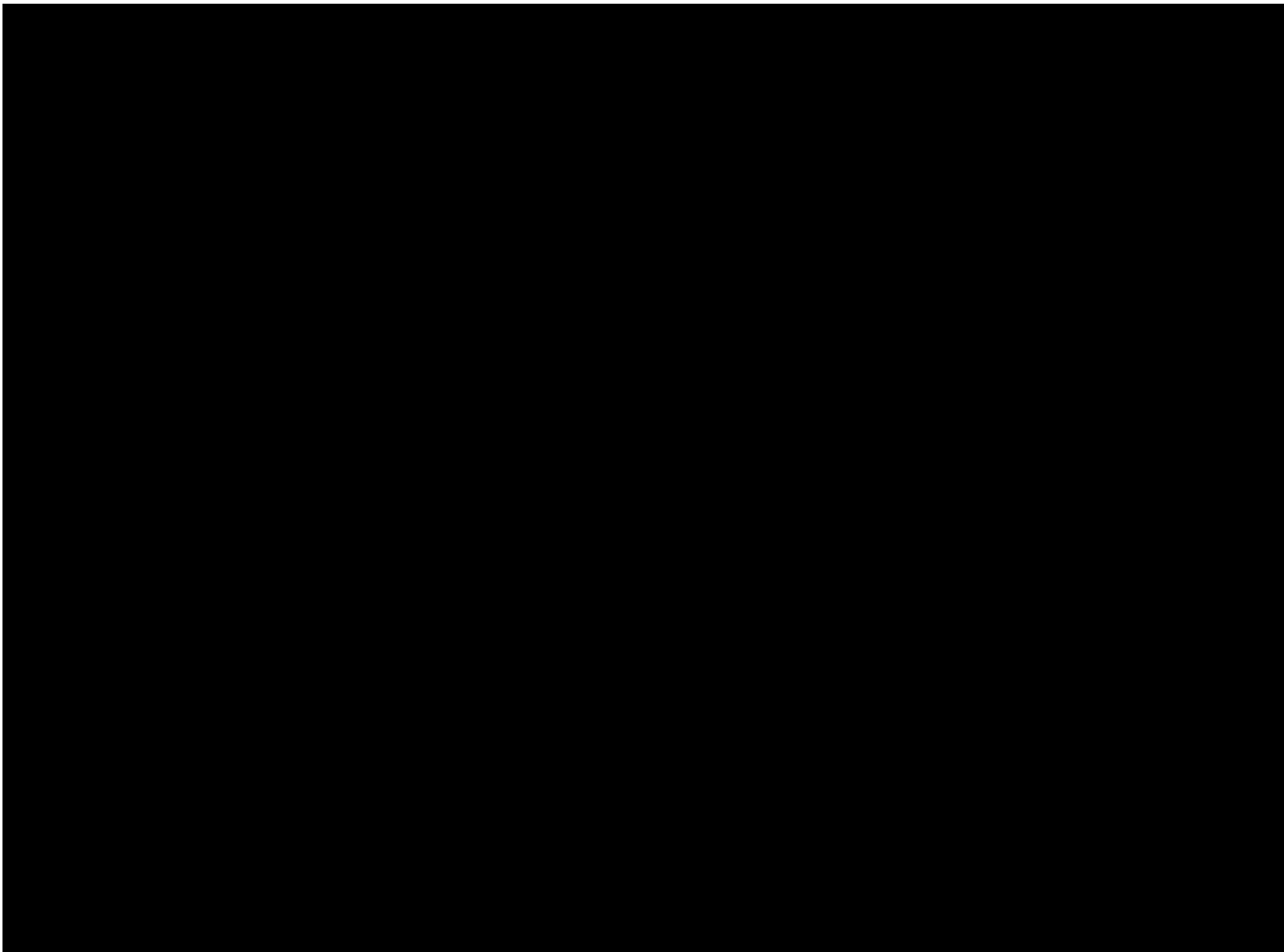


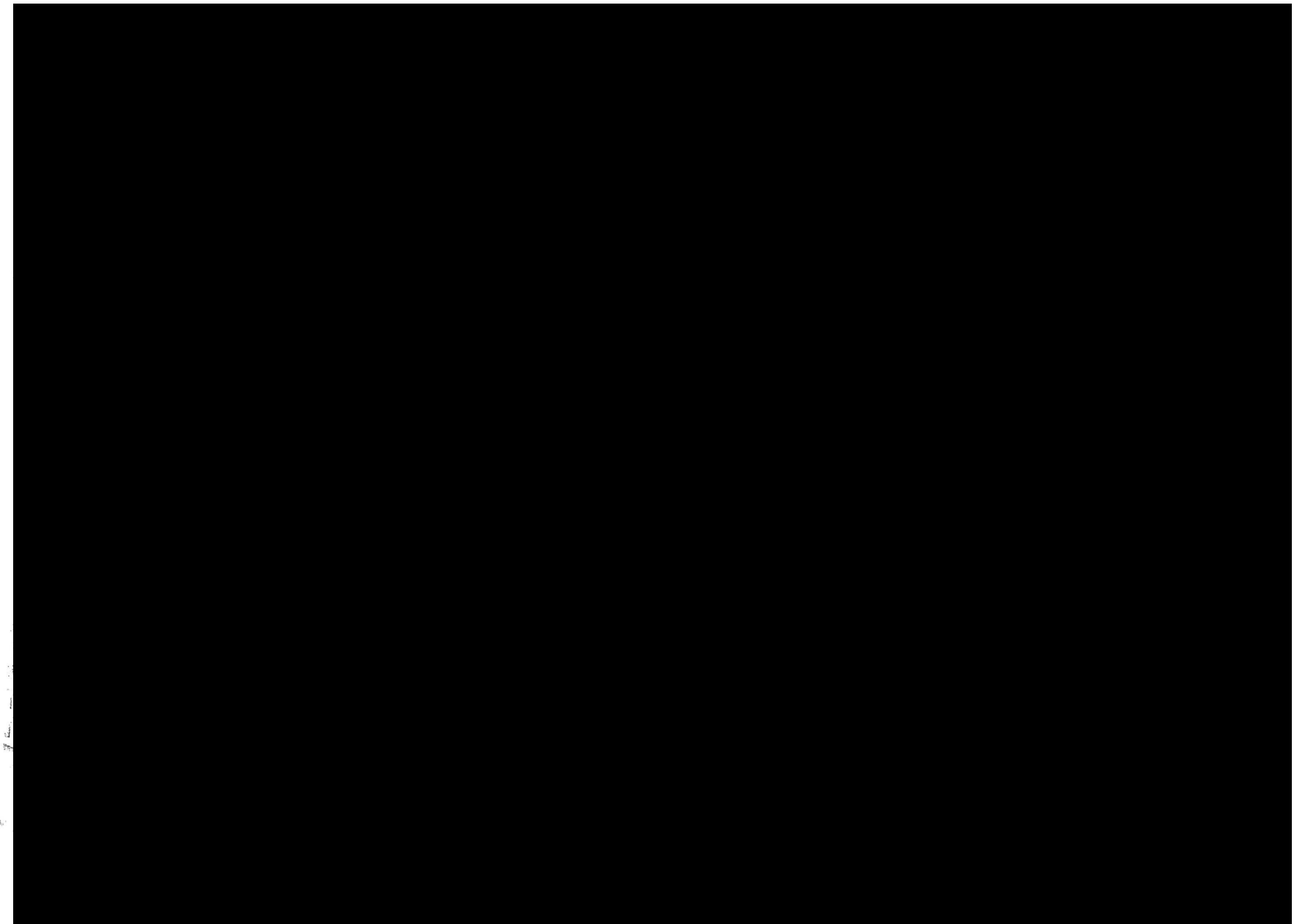






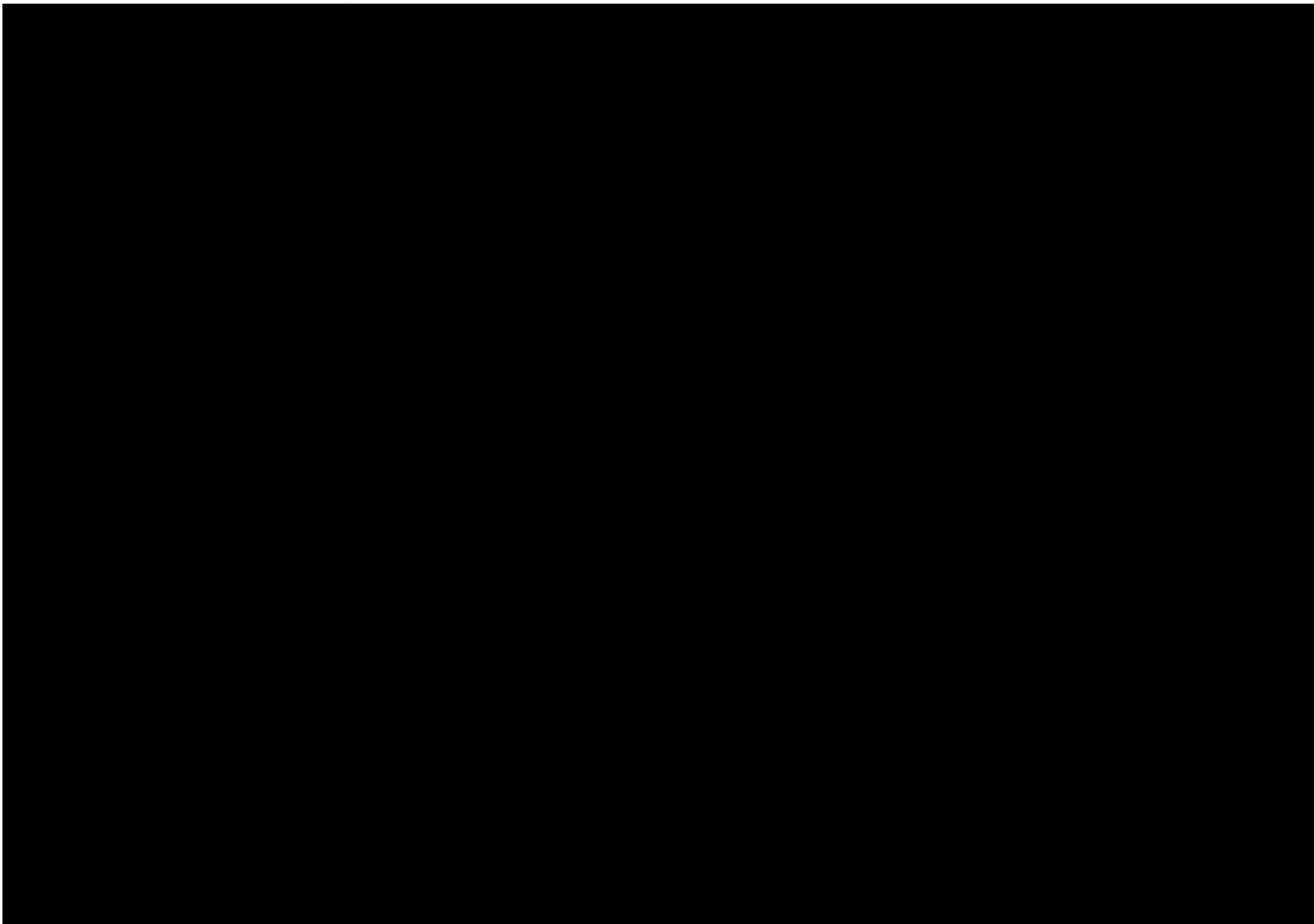
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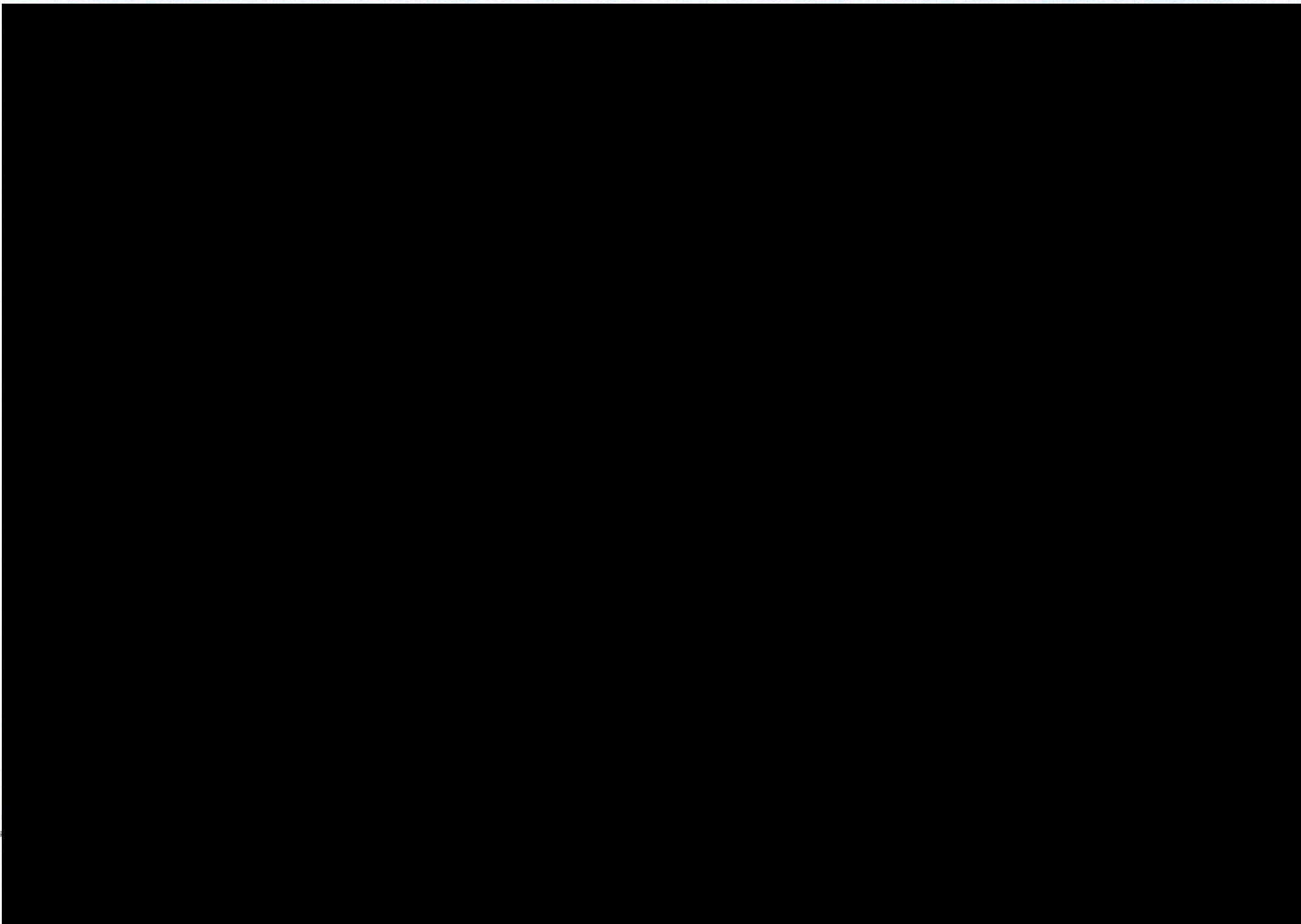


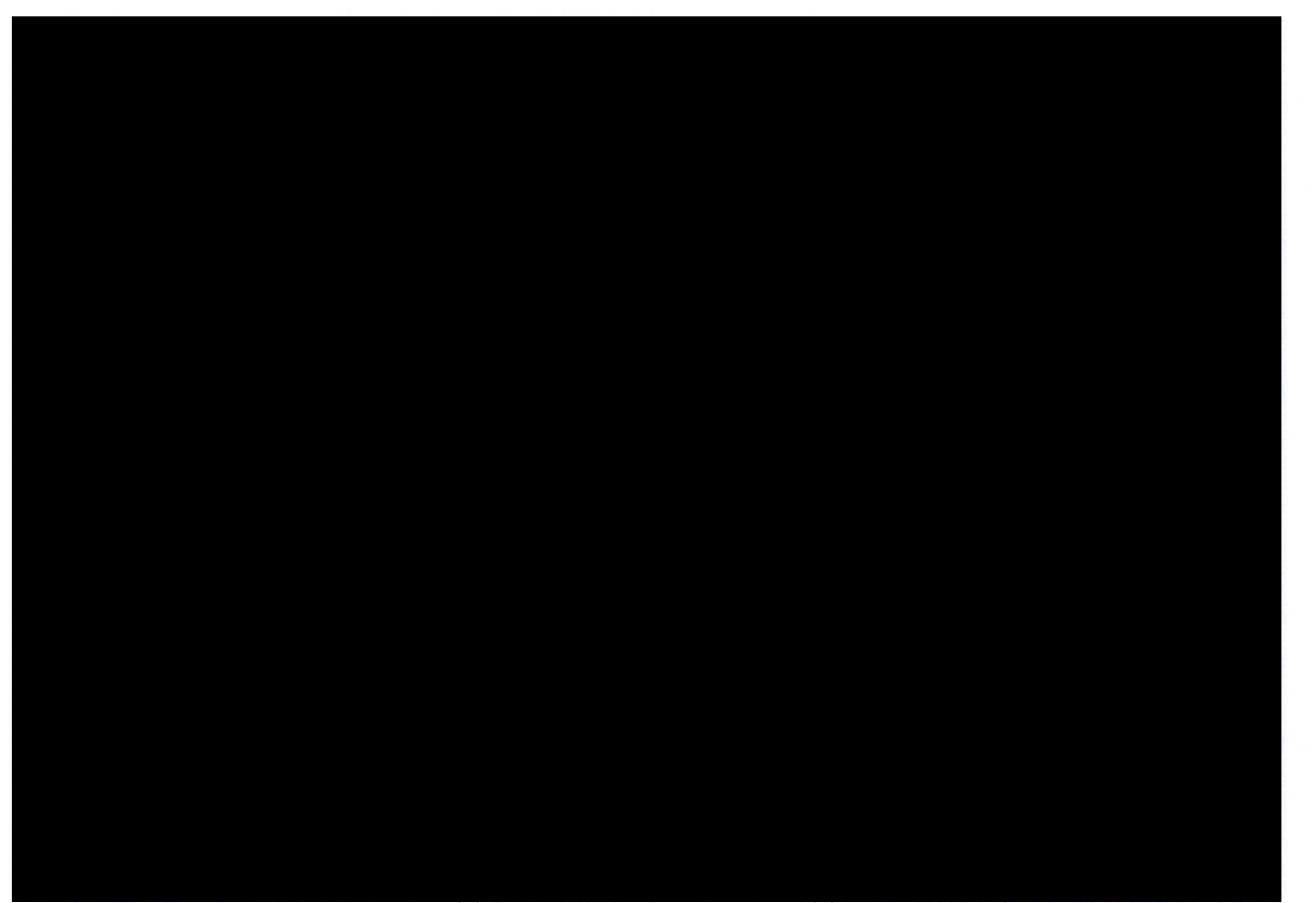


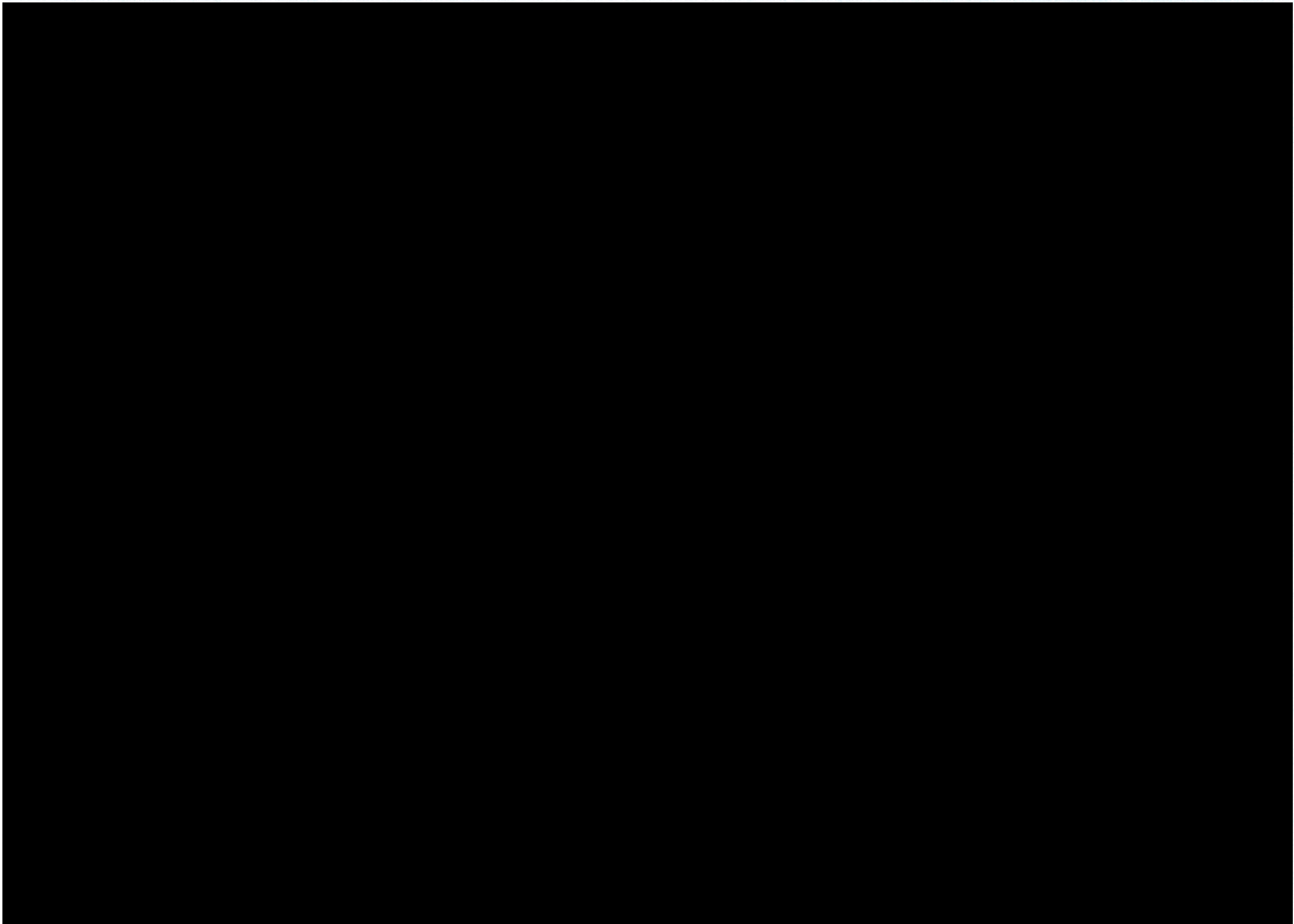


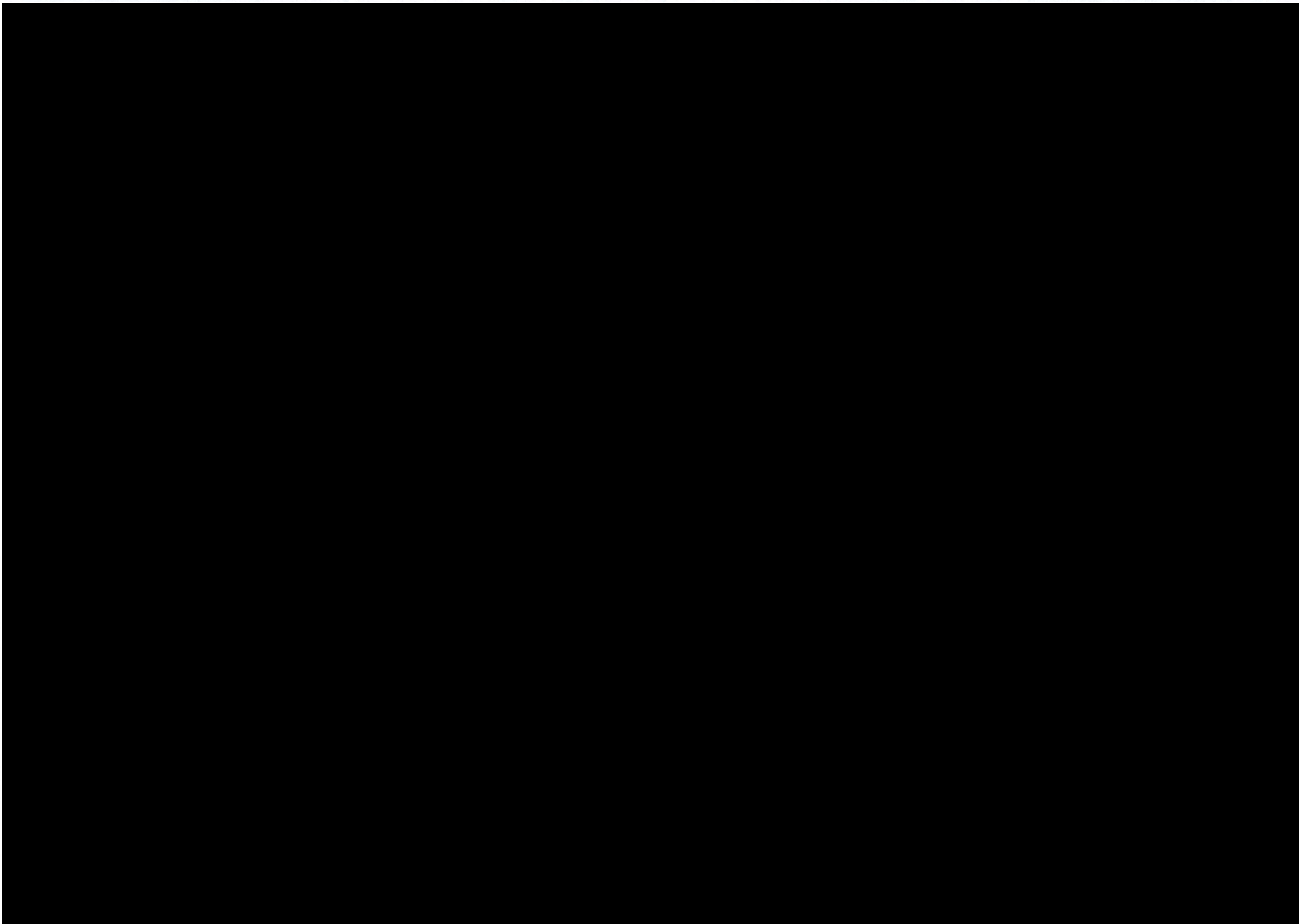


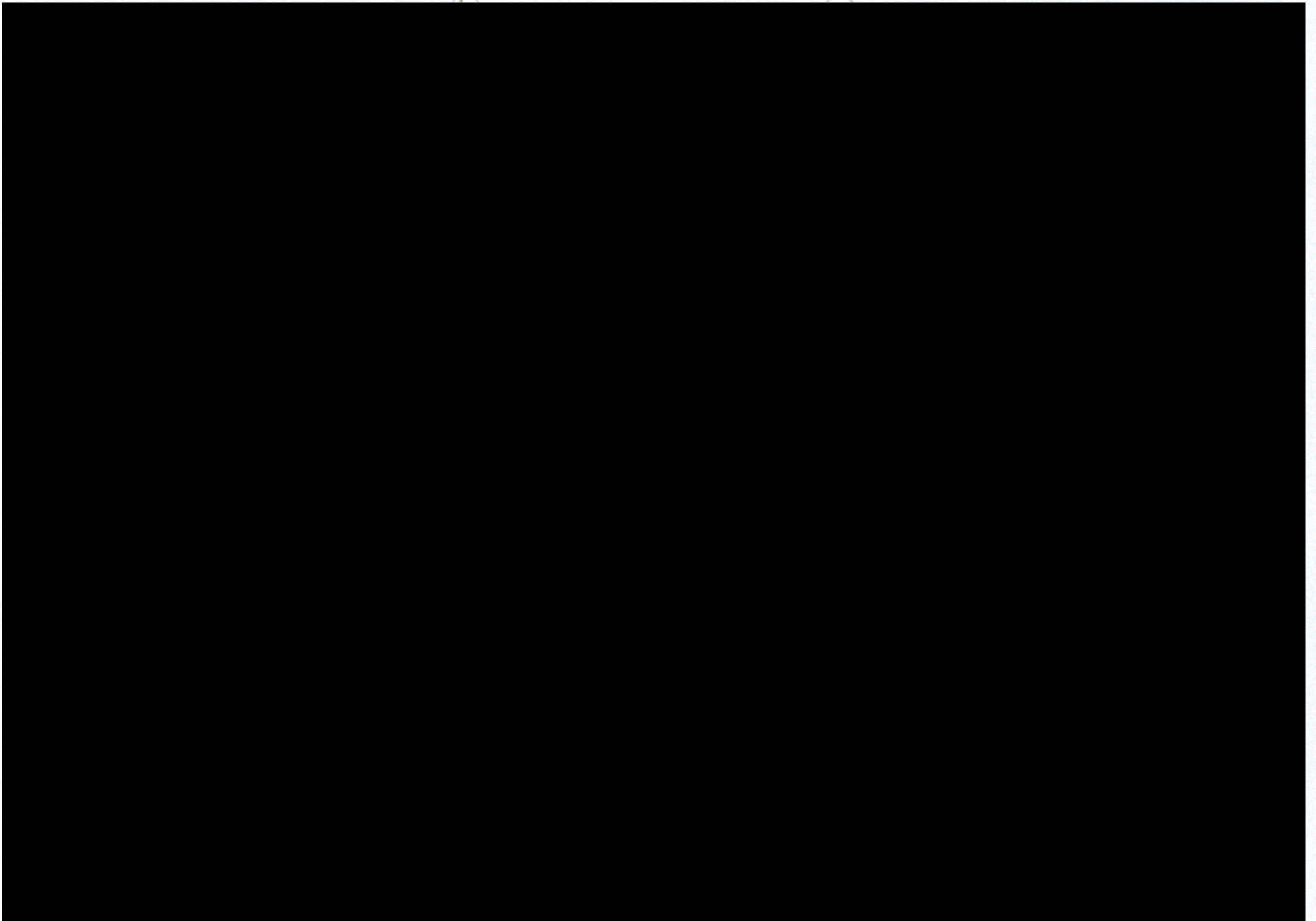


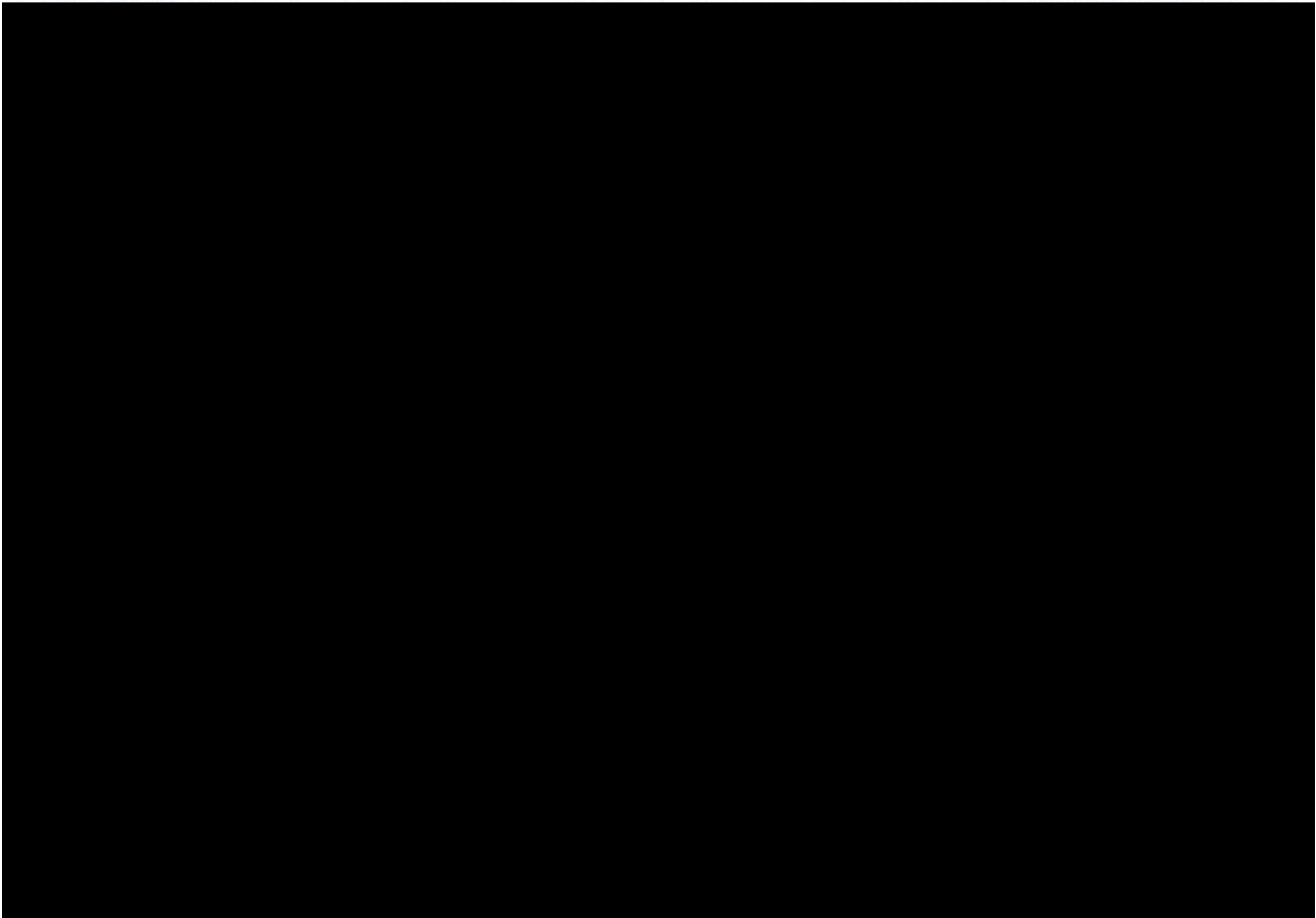


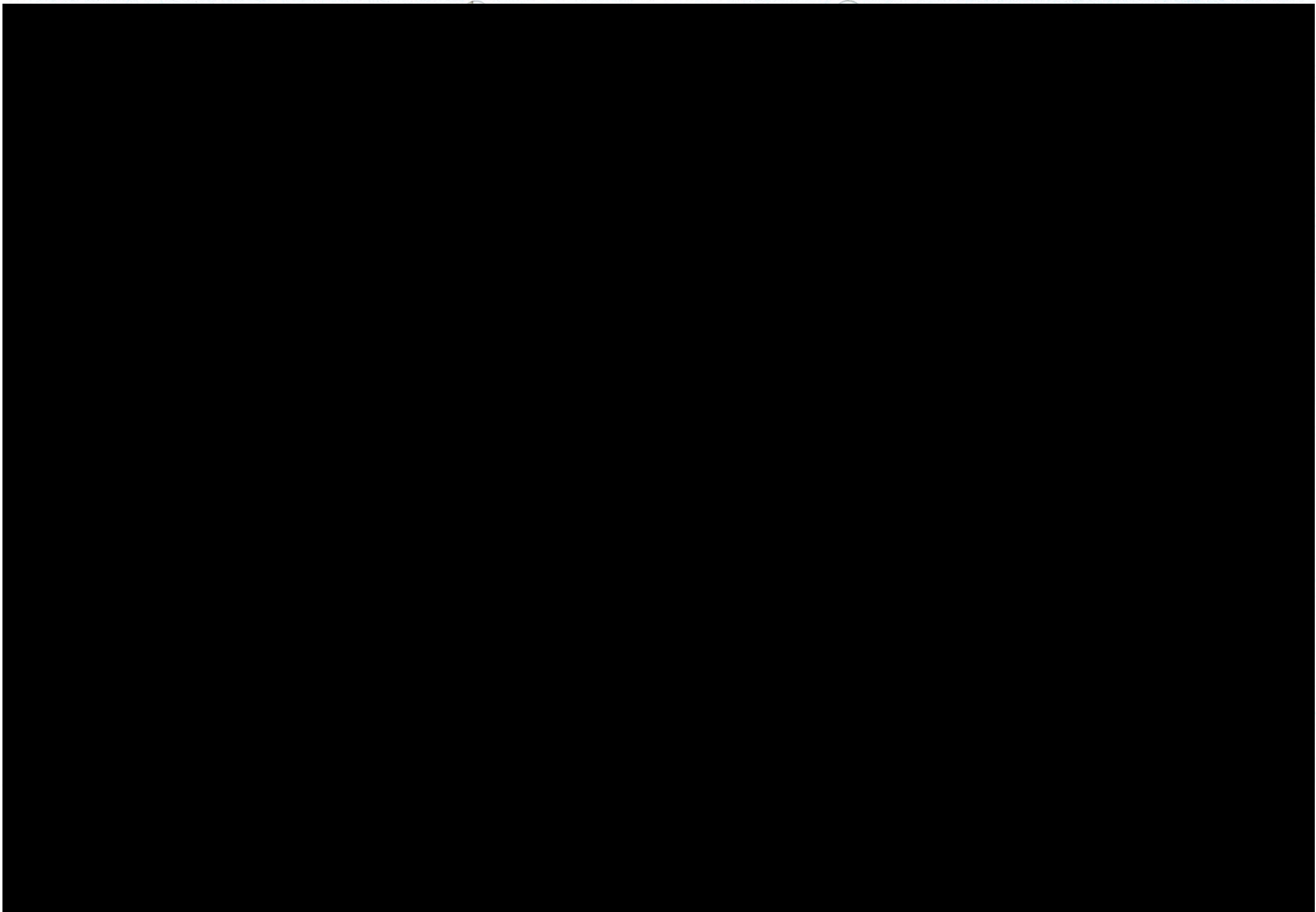


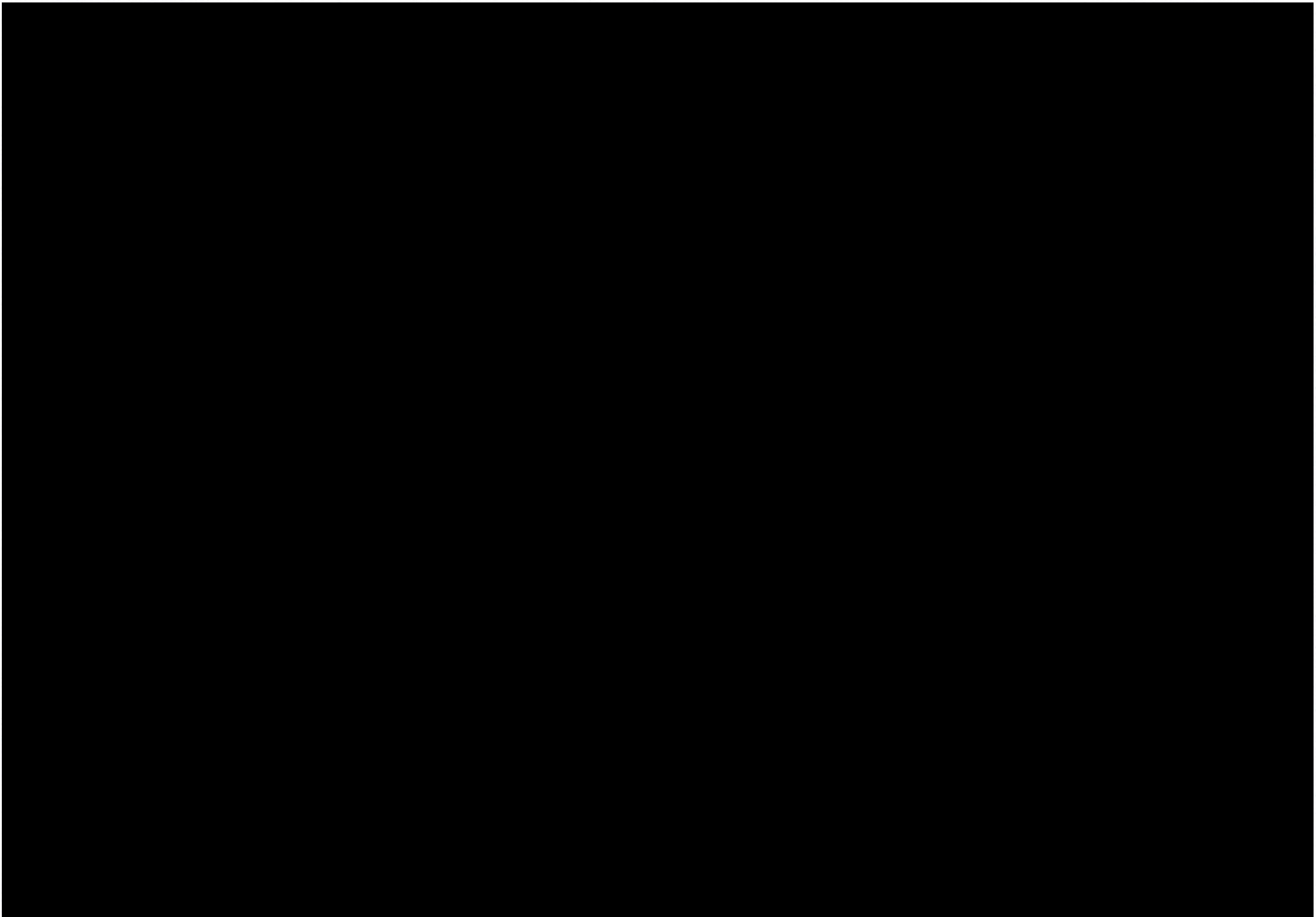


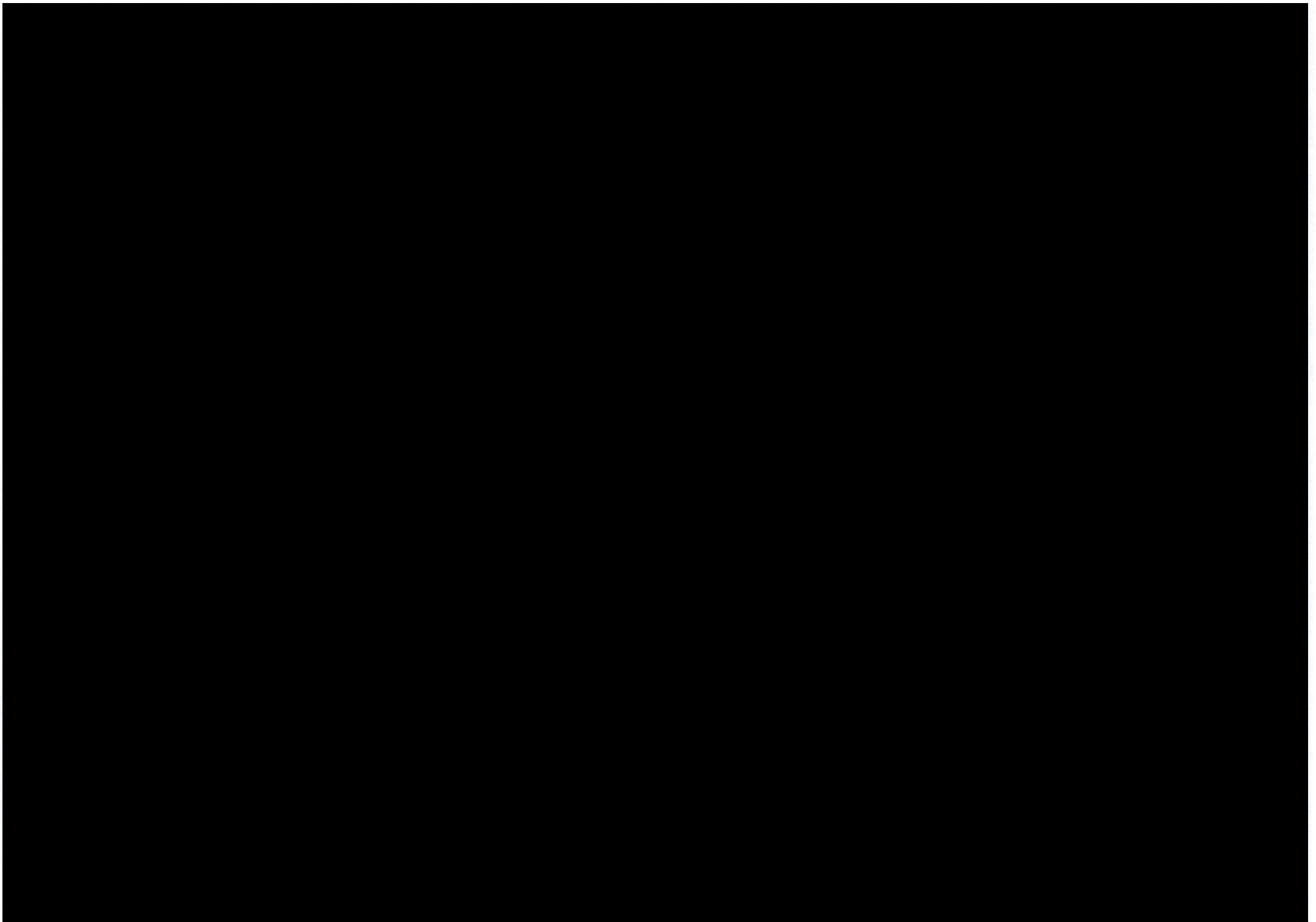


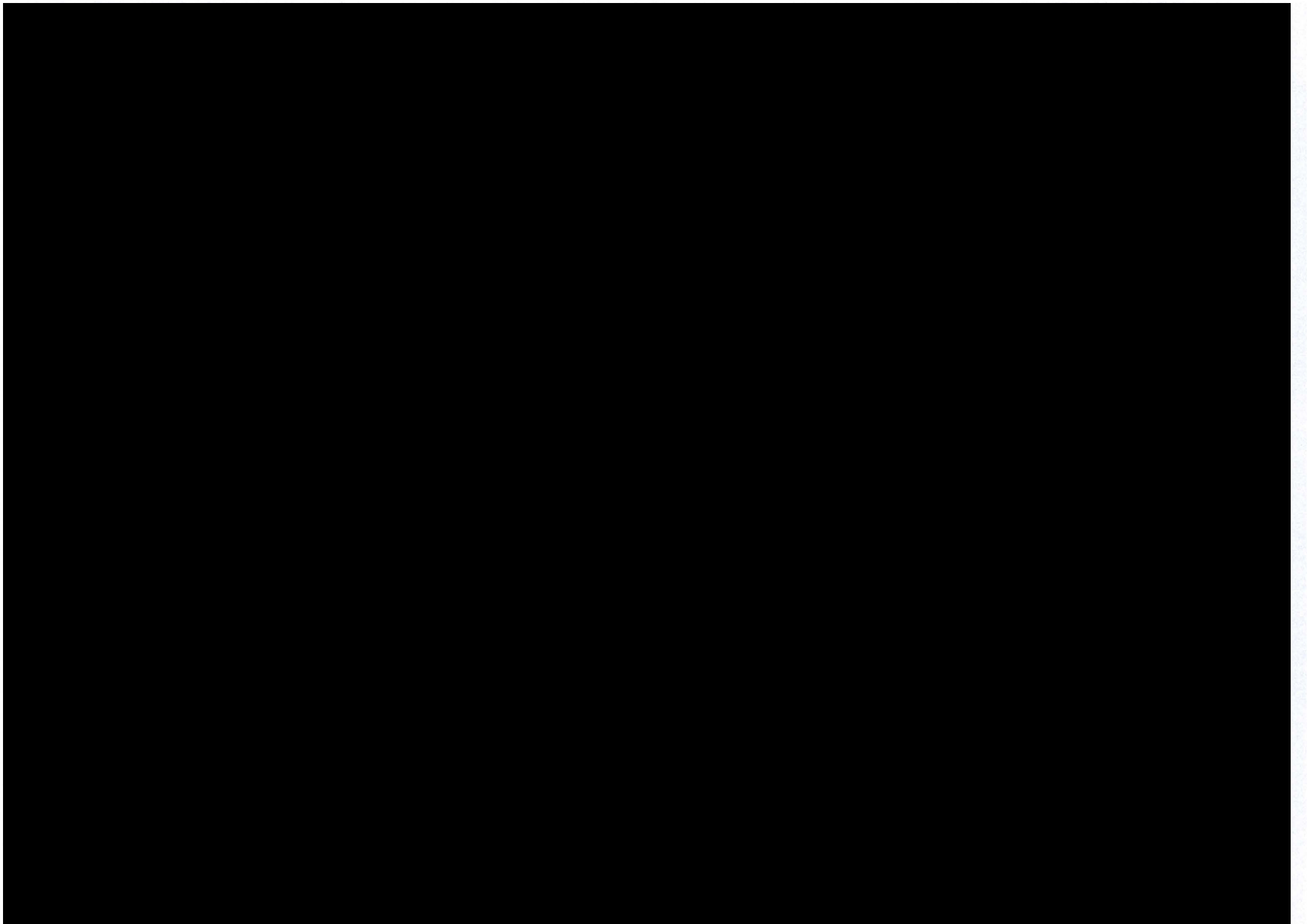


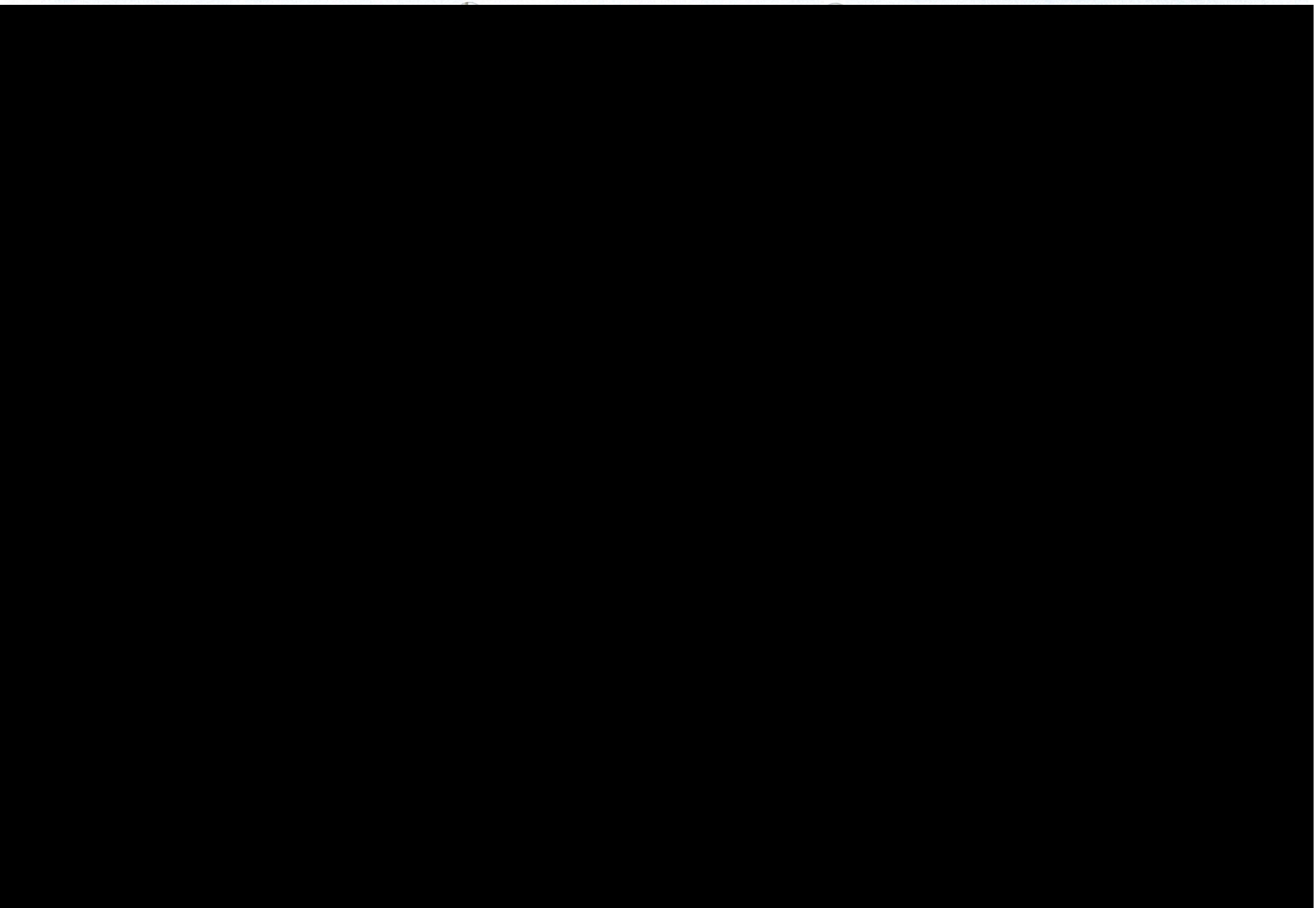


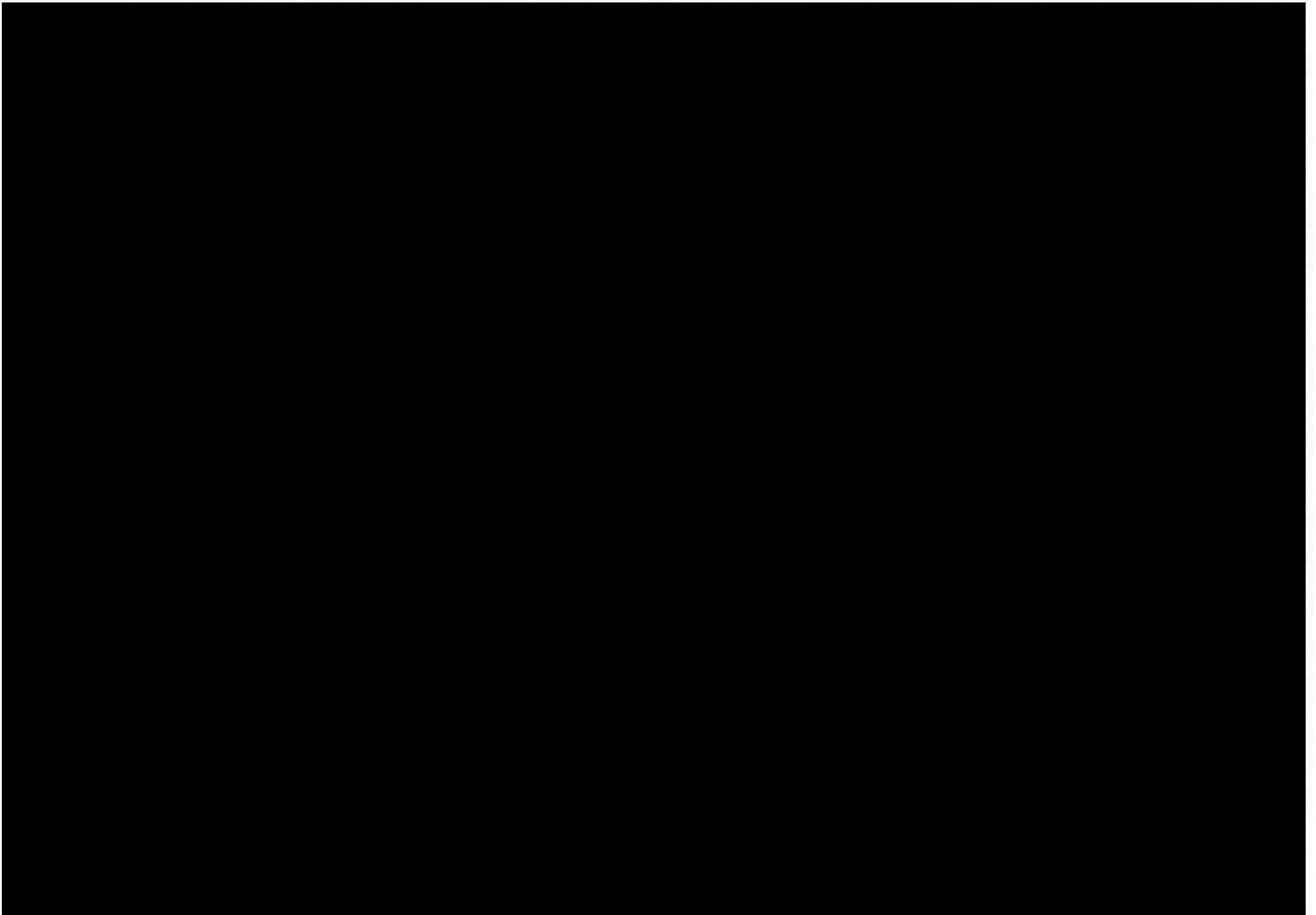


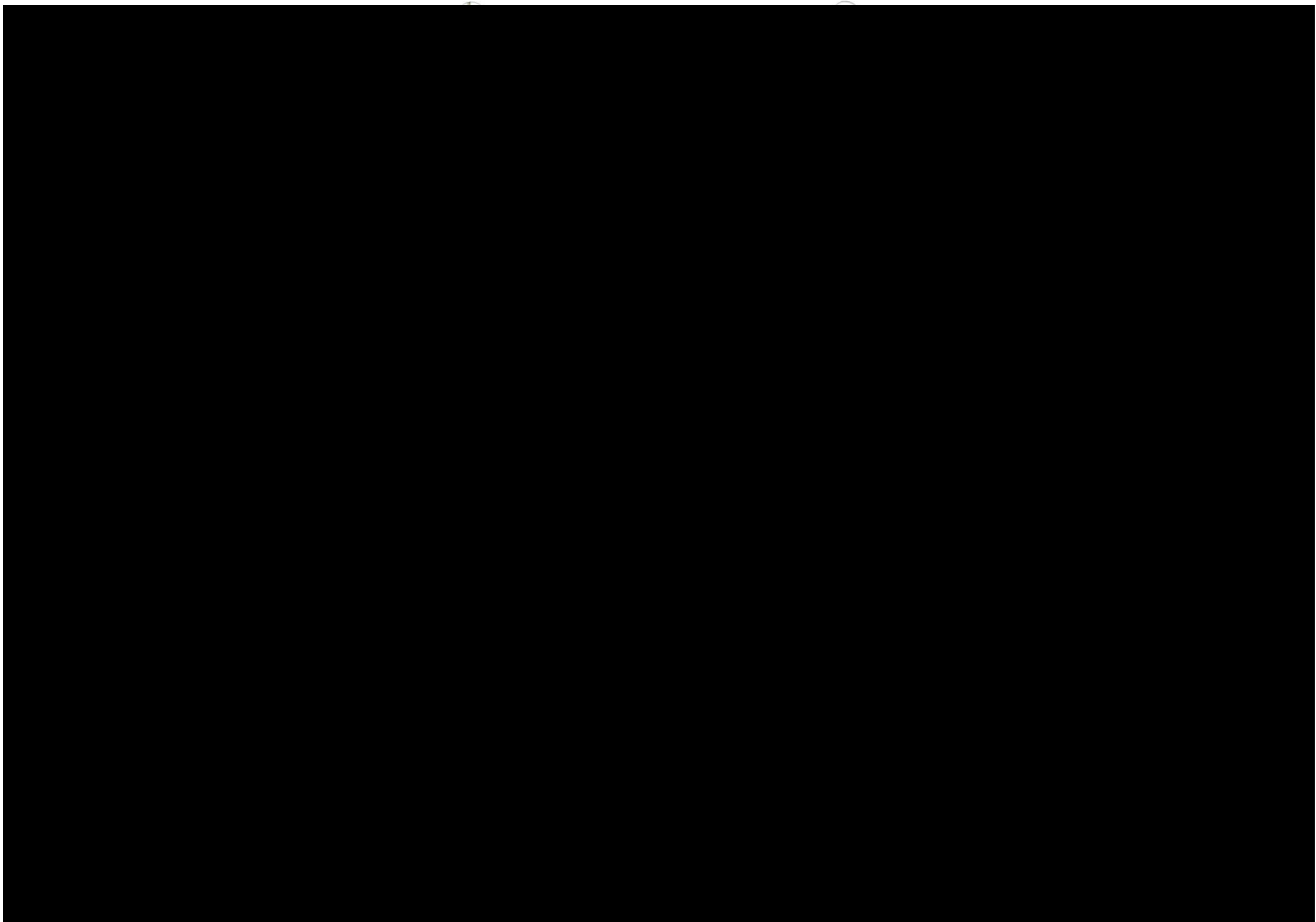


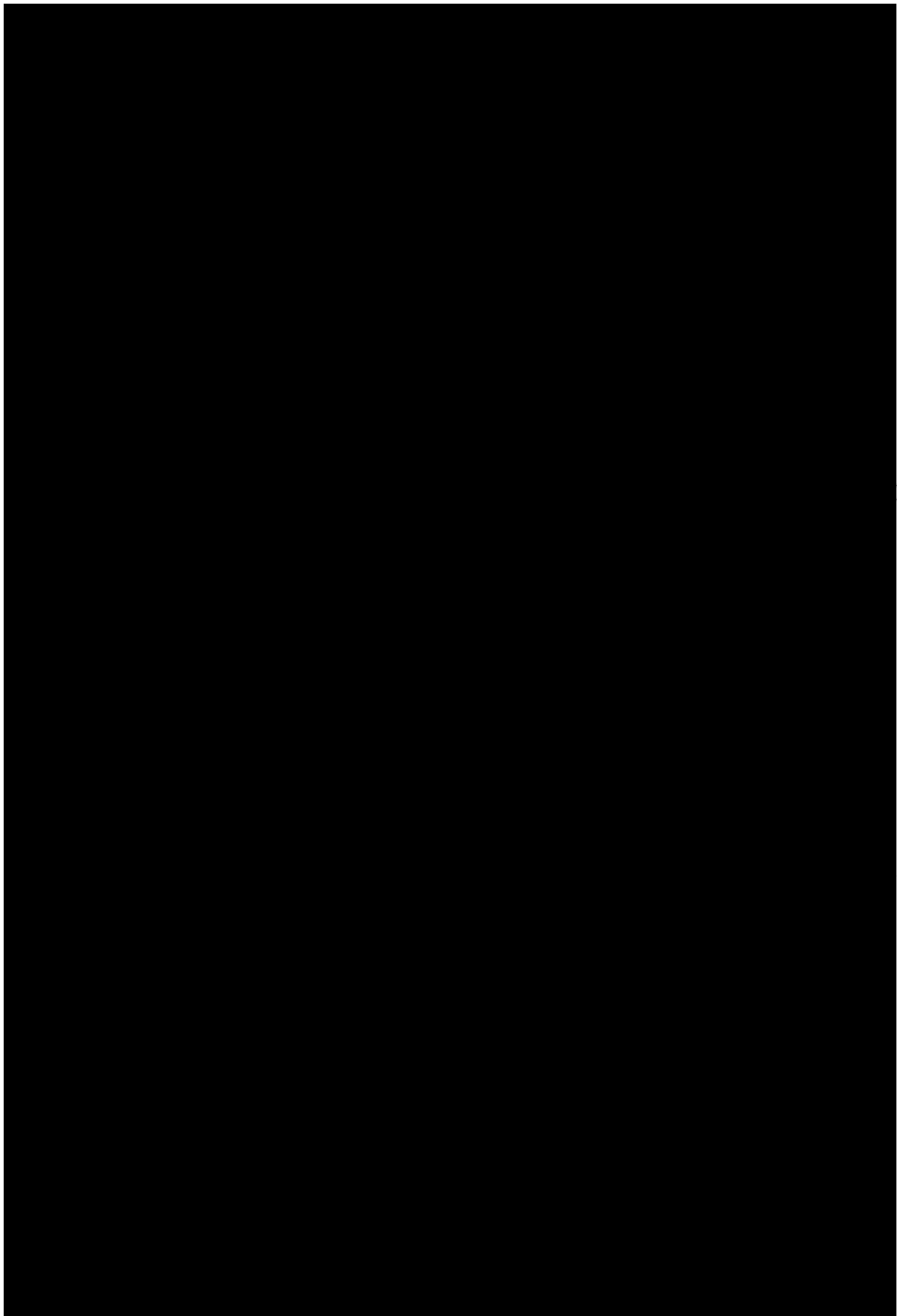


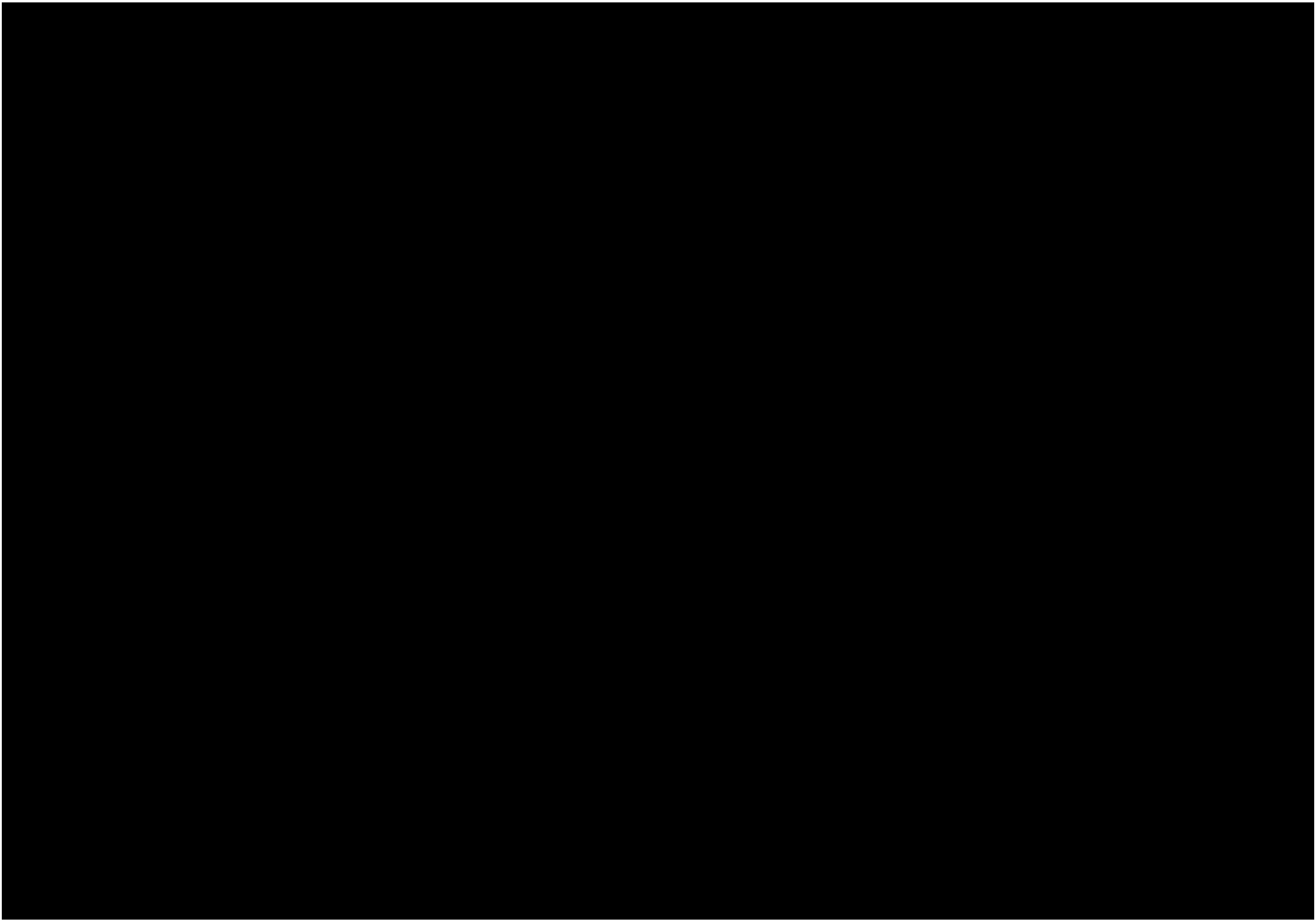




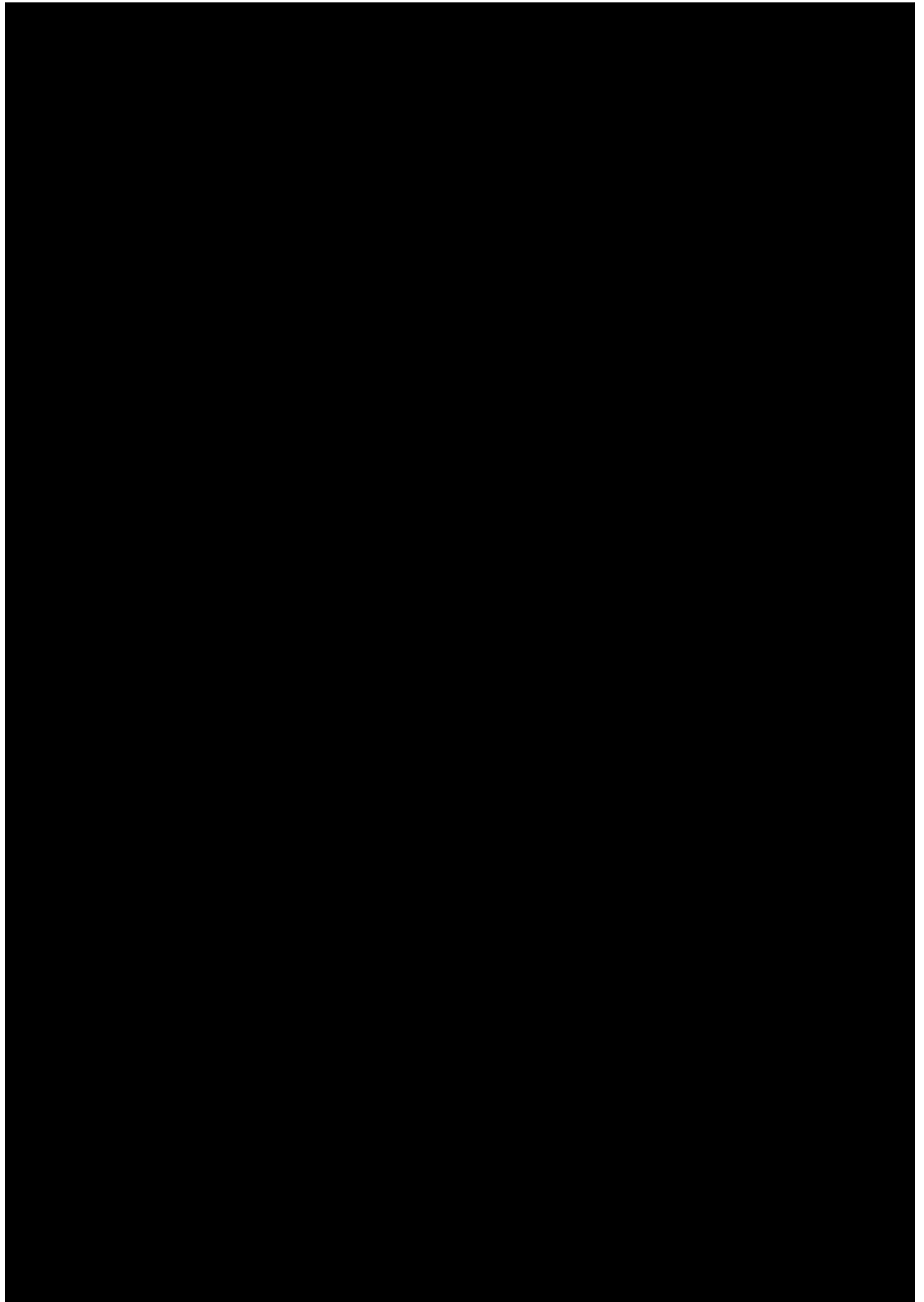




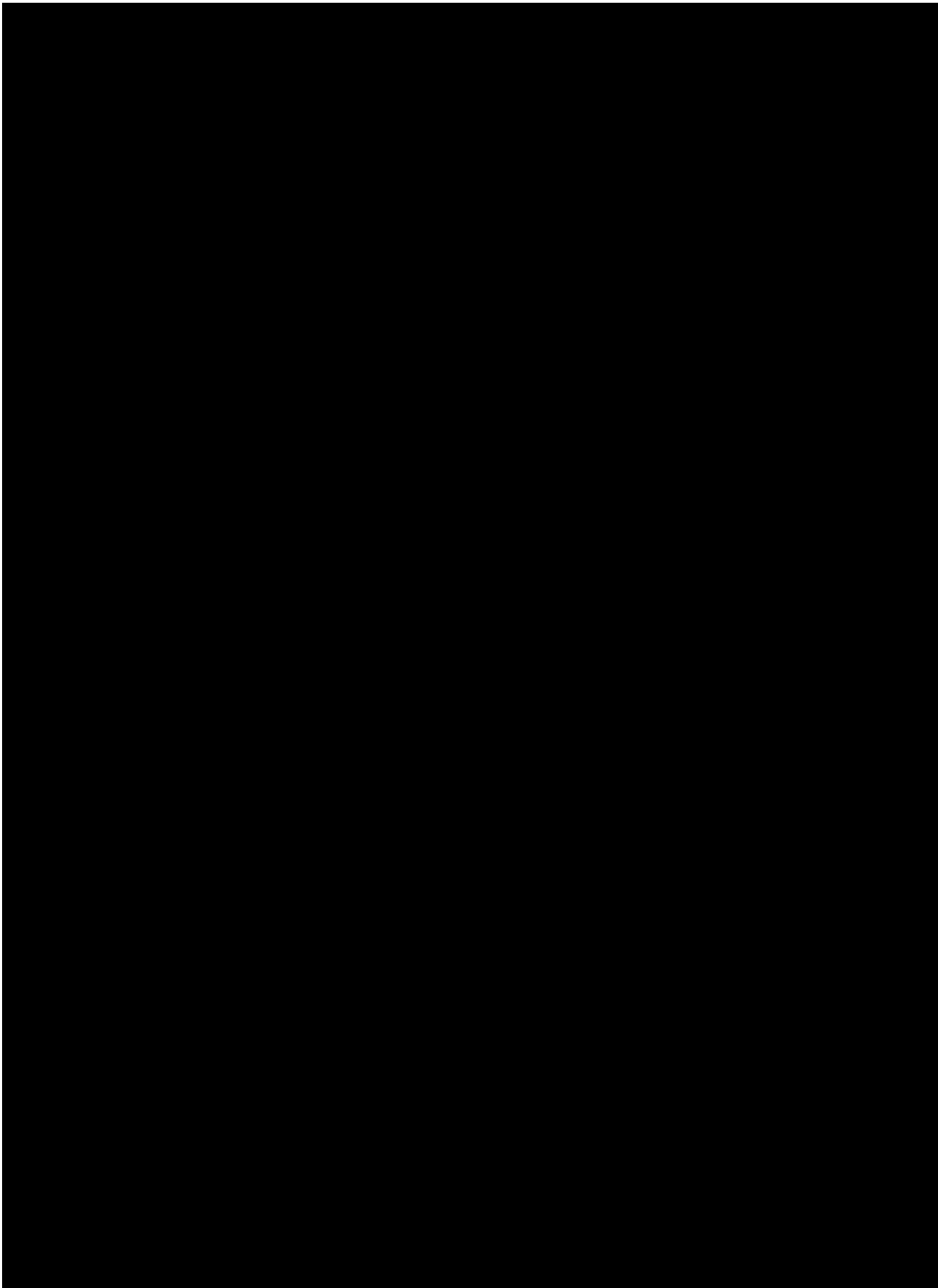


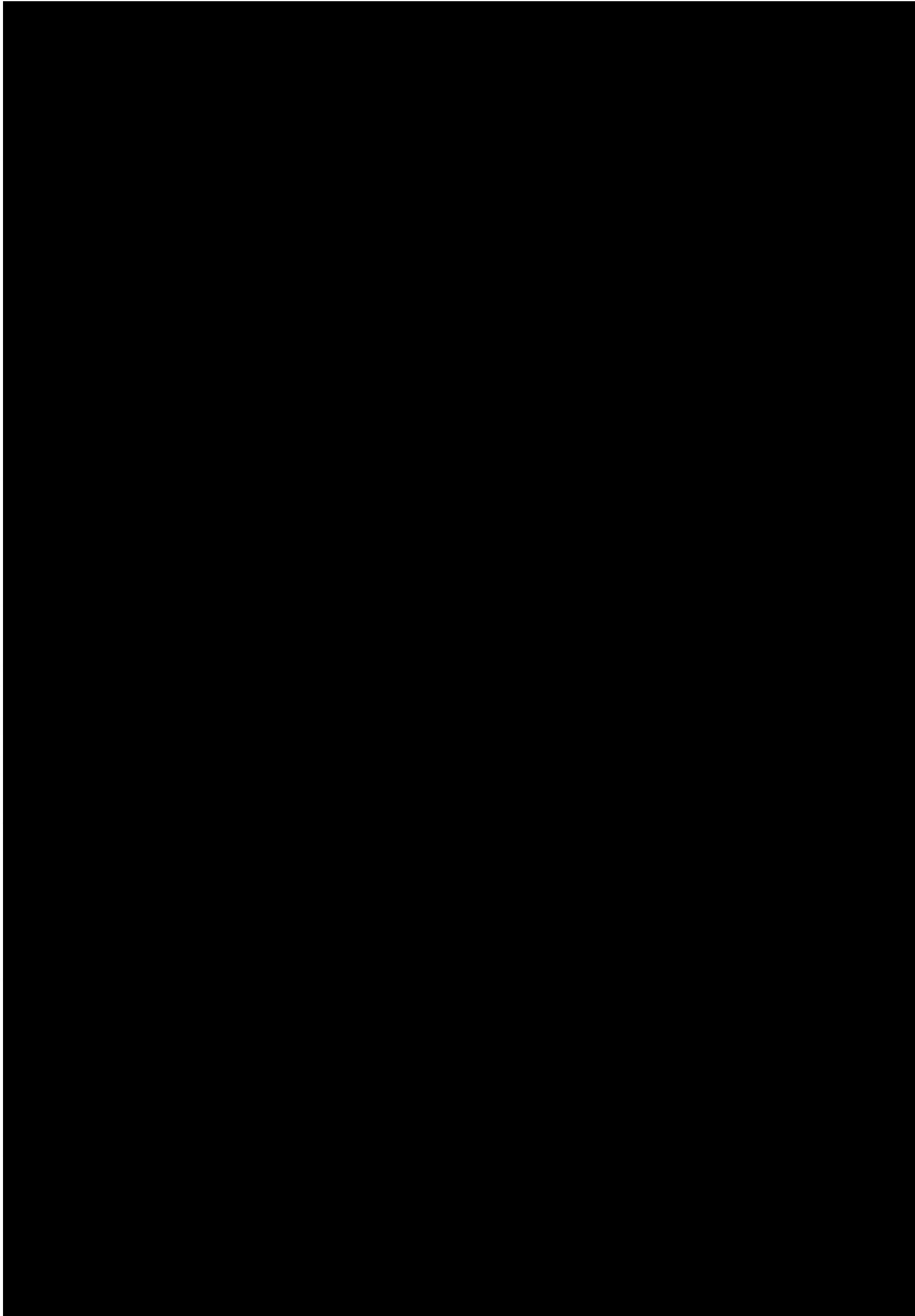


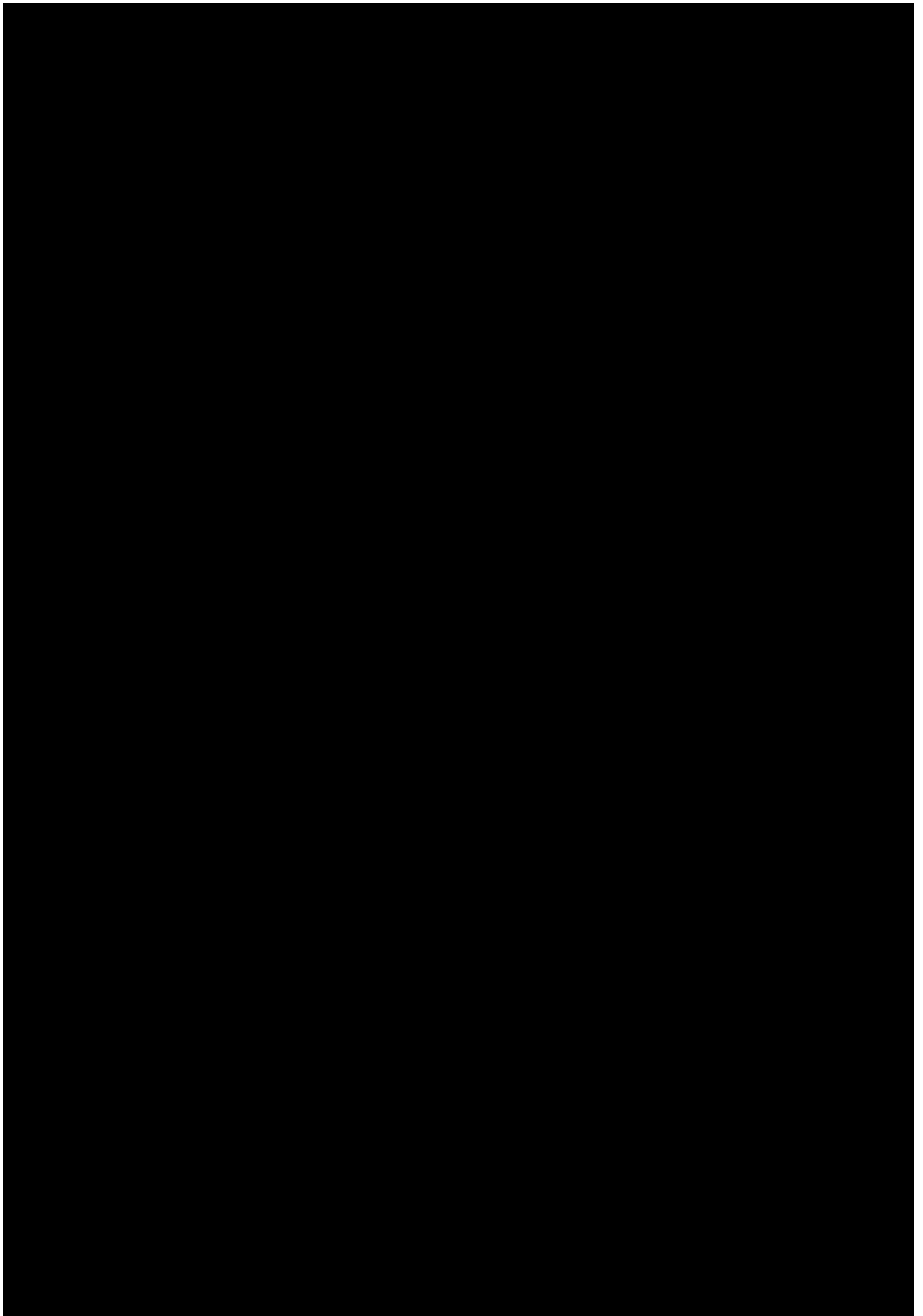


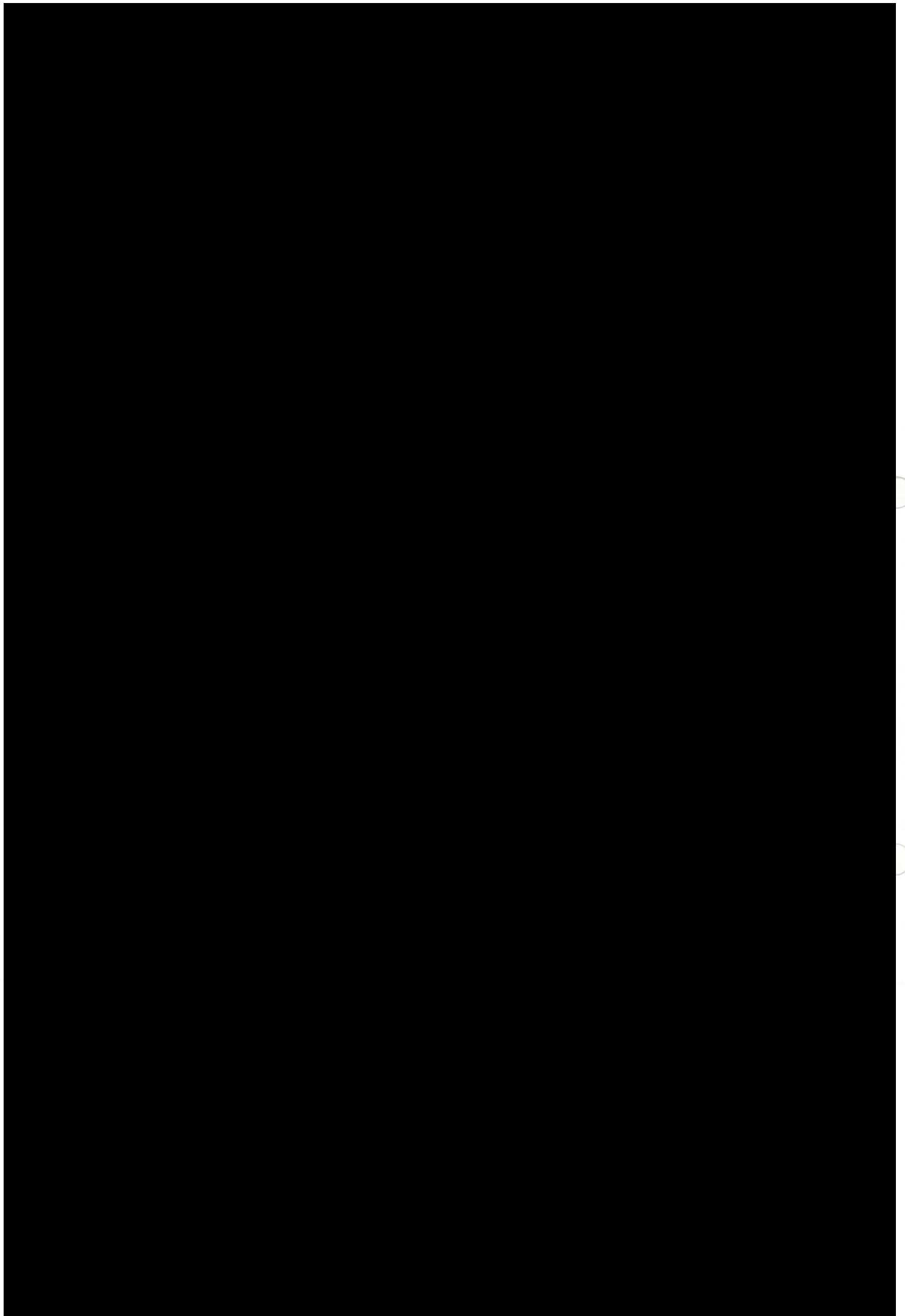


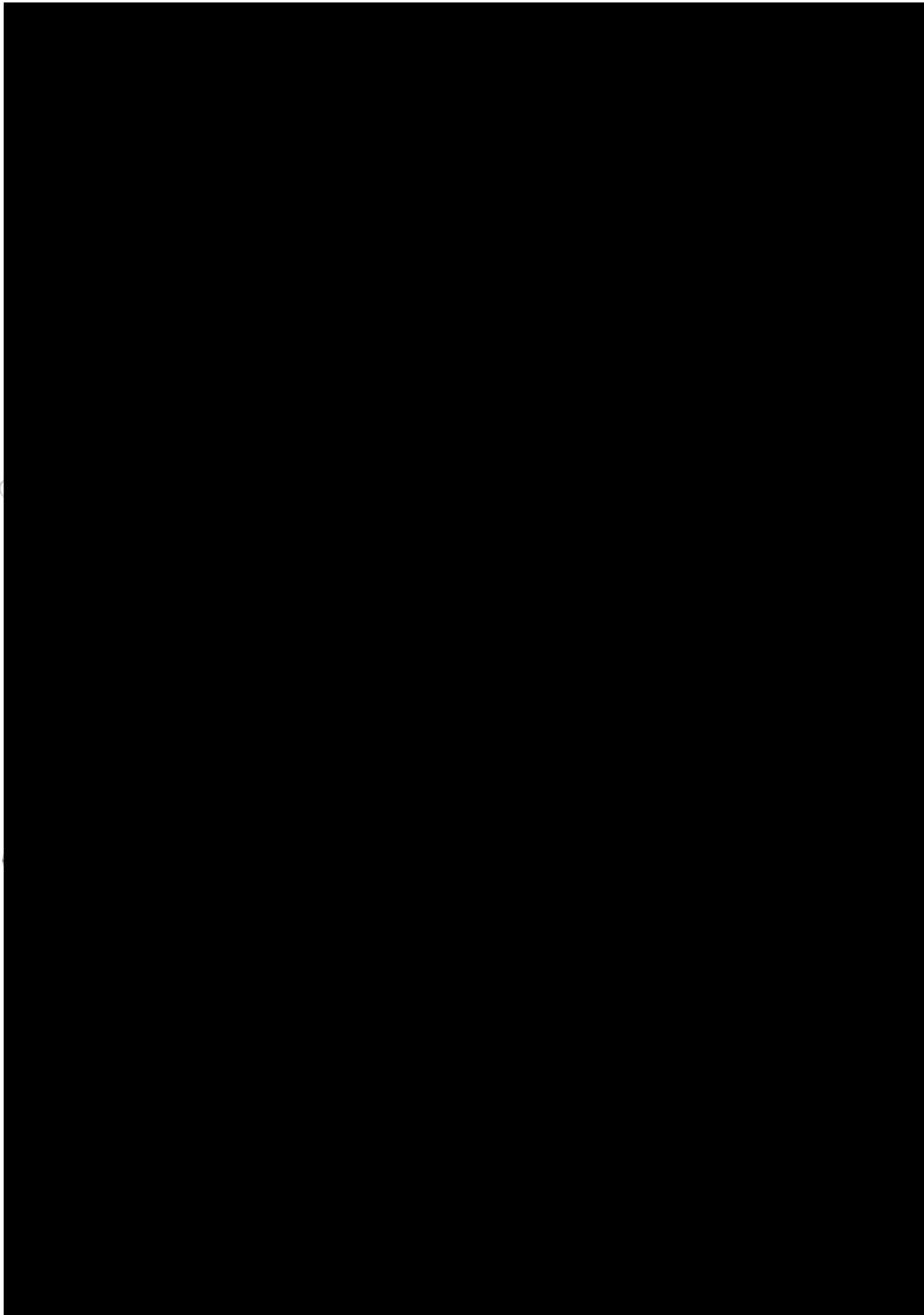
SCHEDULE D15. – ISD OPERATIONS PRINCIPLES

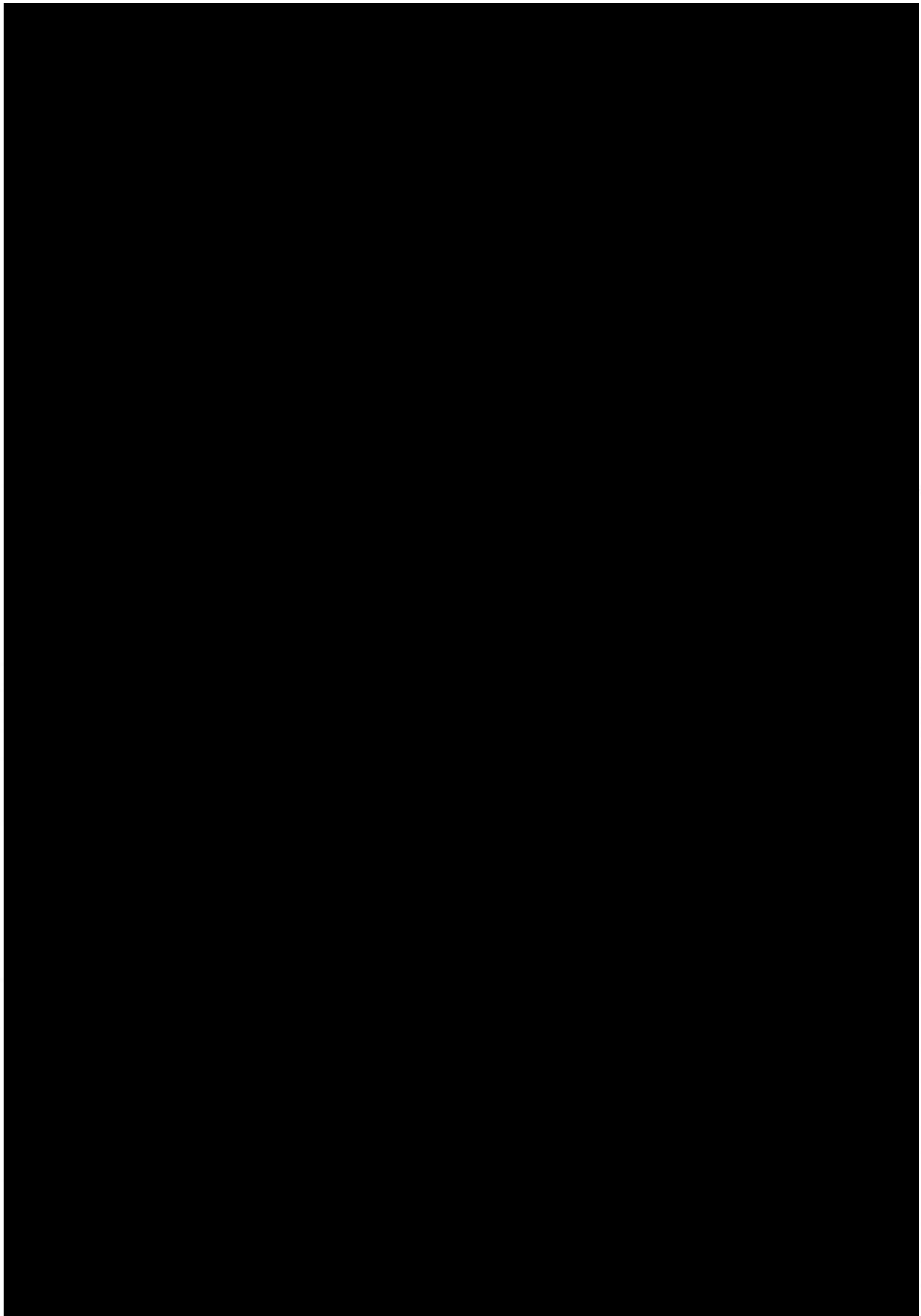


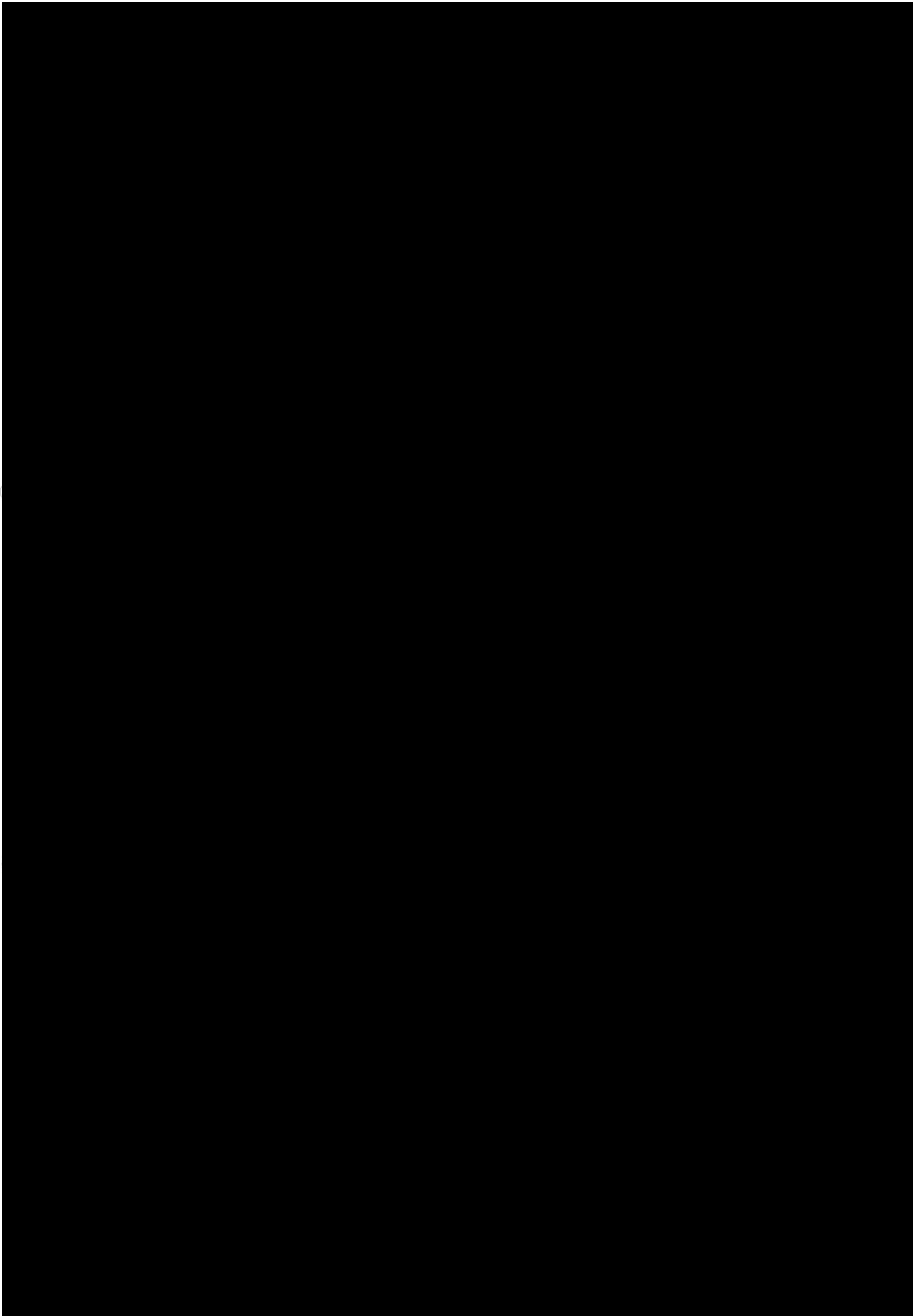






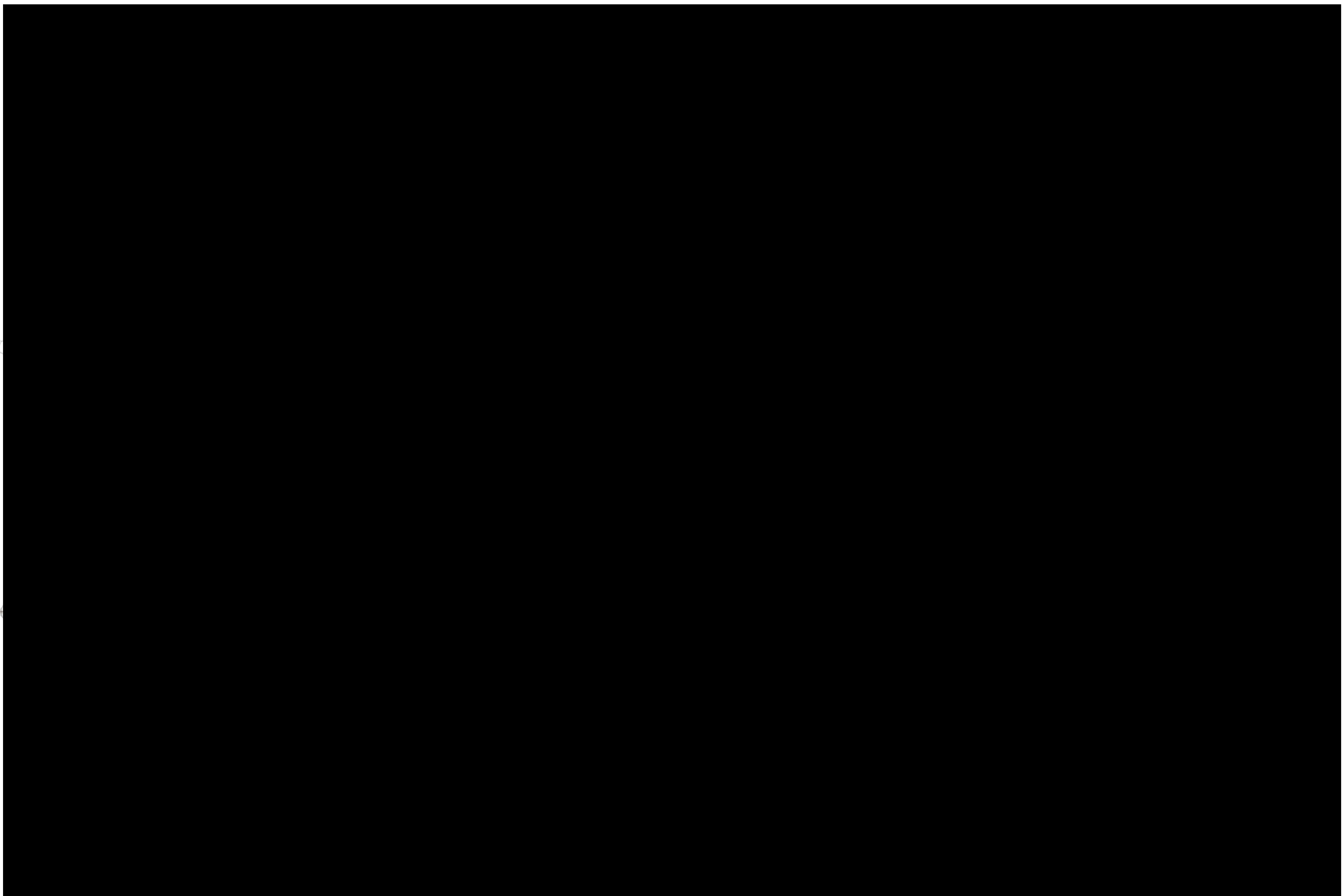




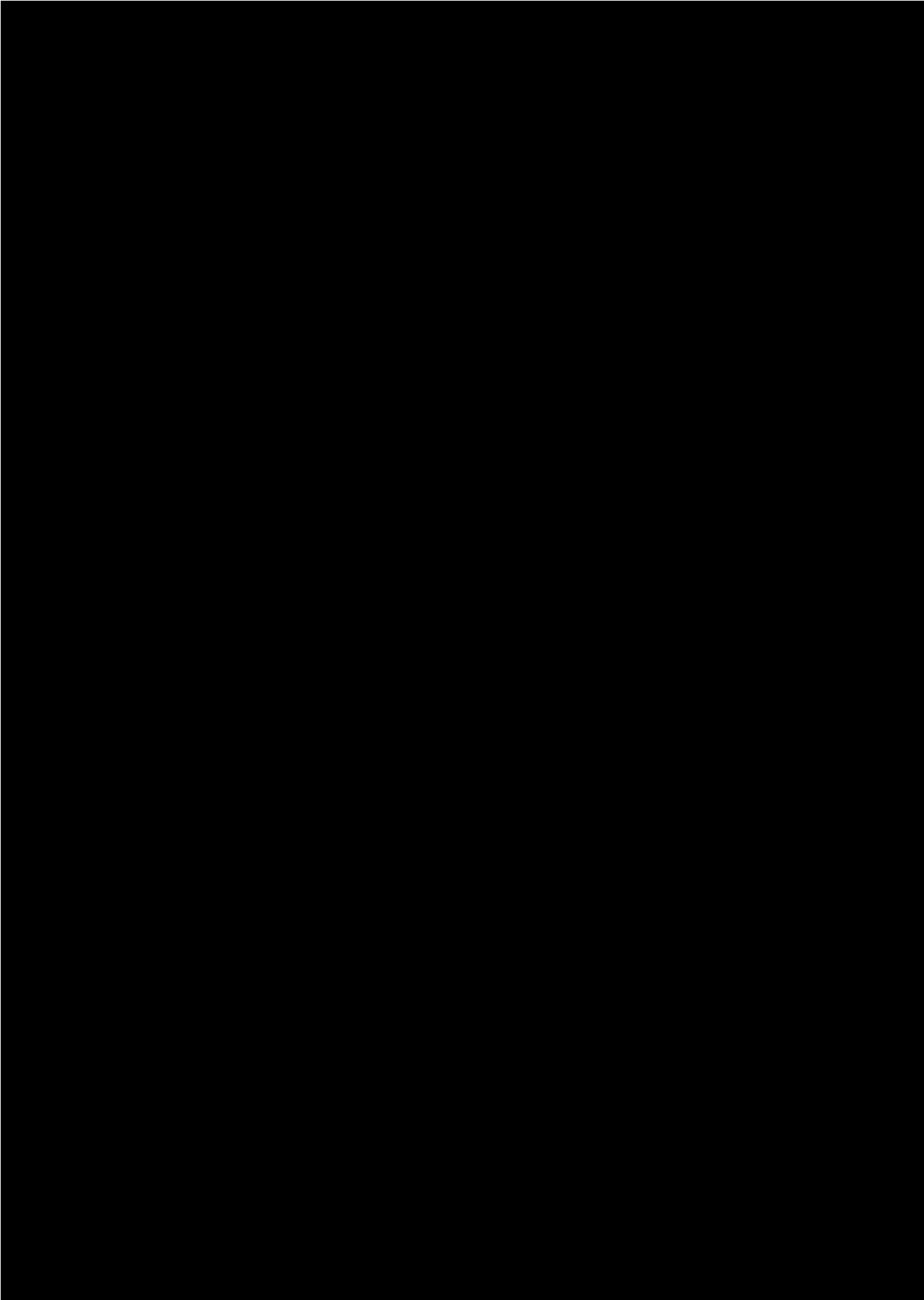


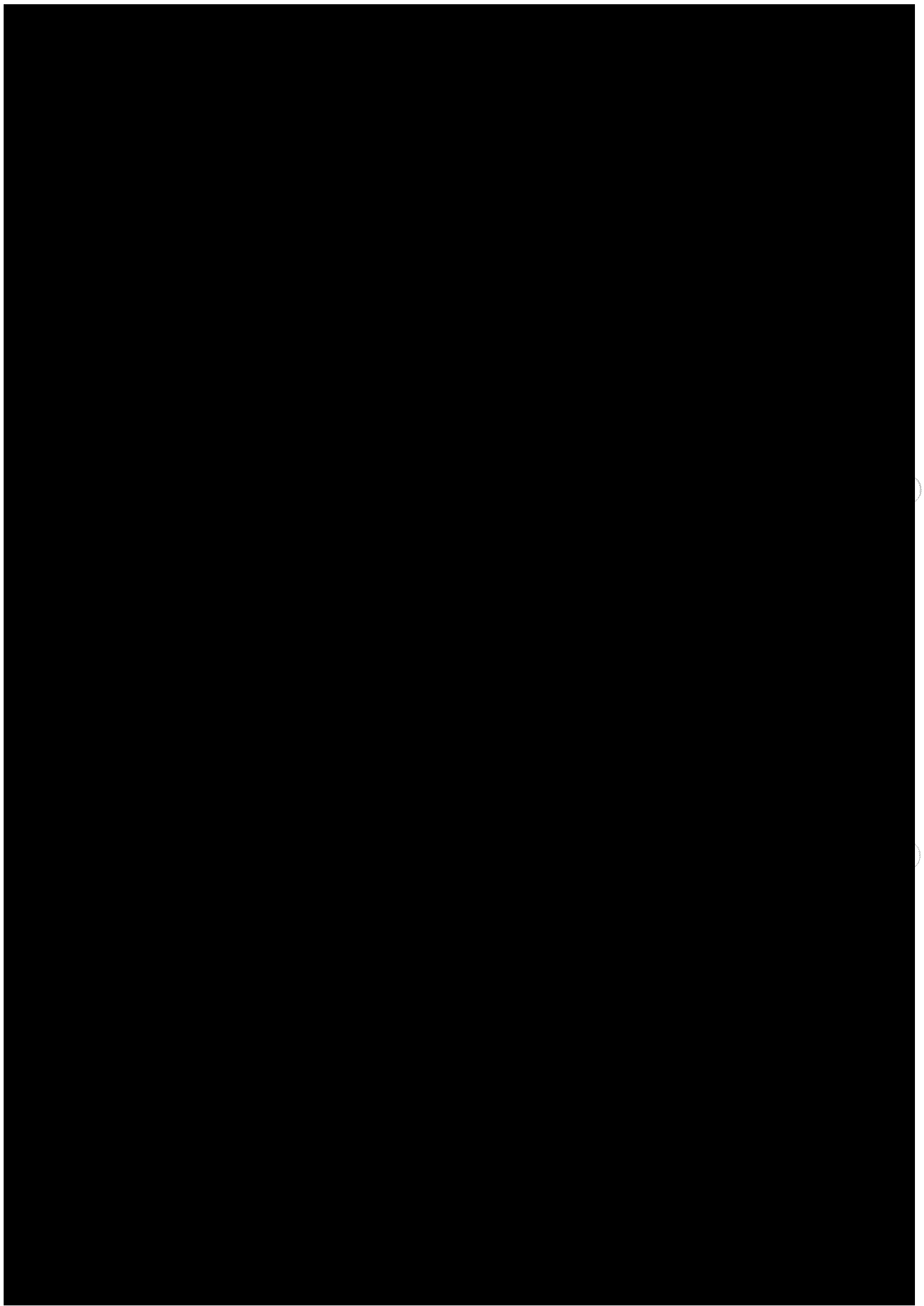


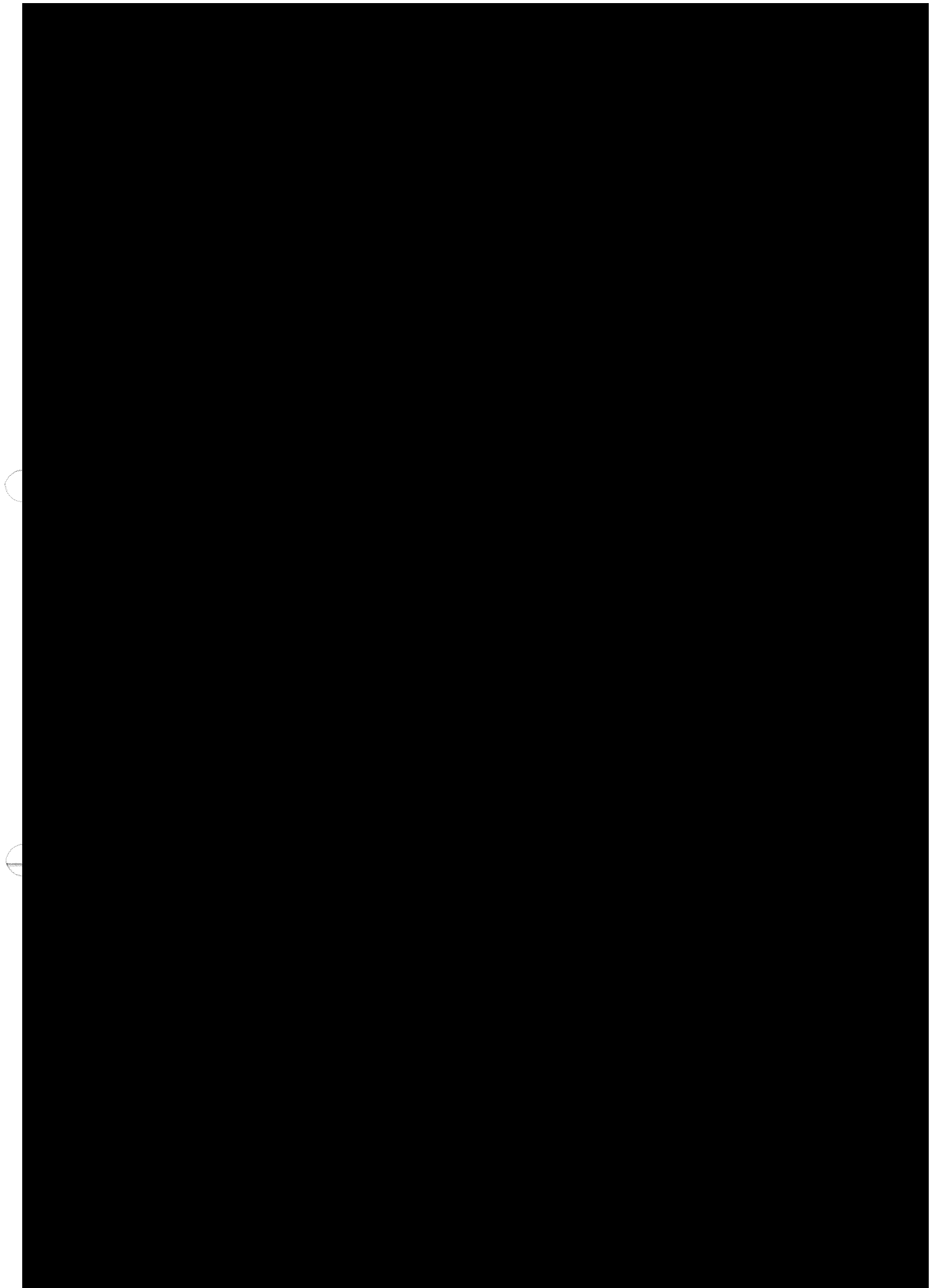


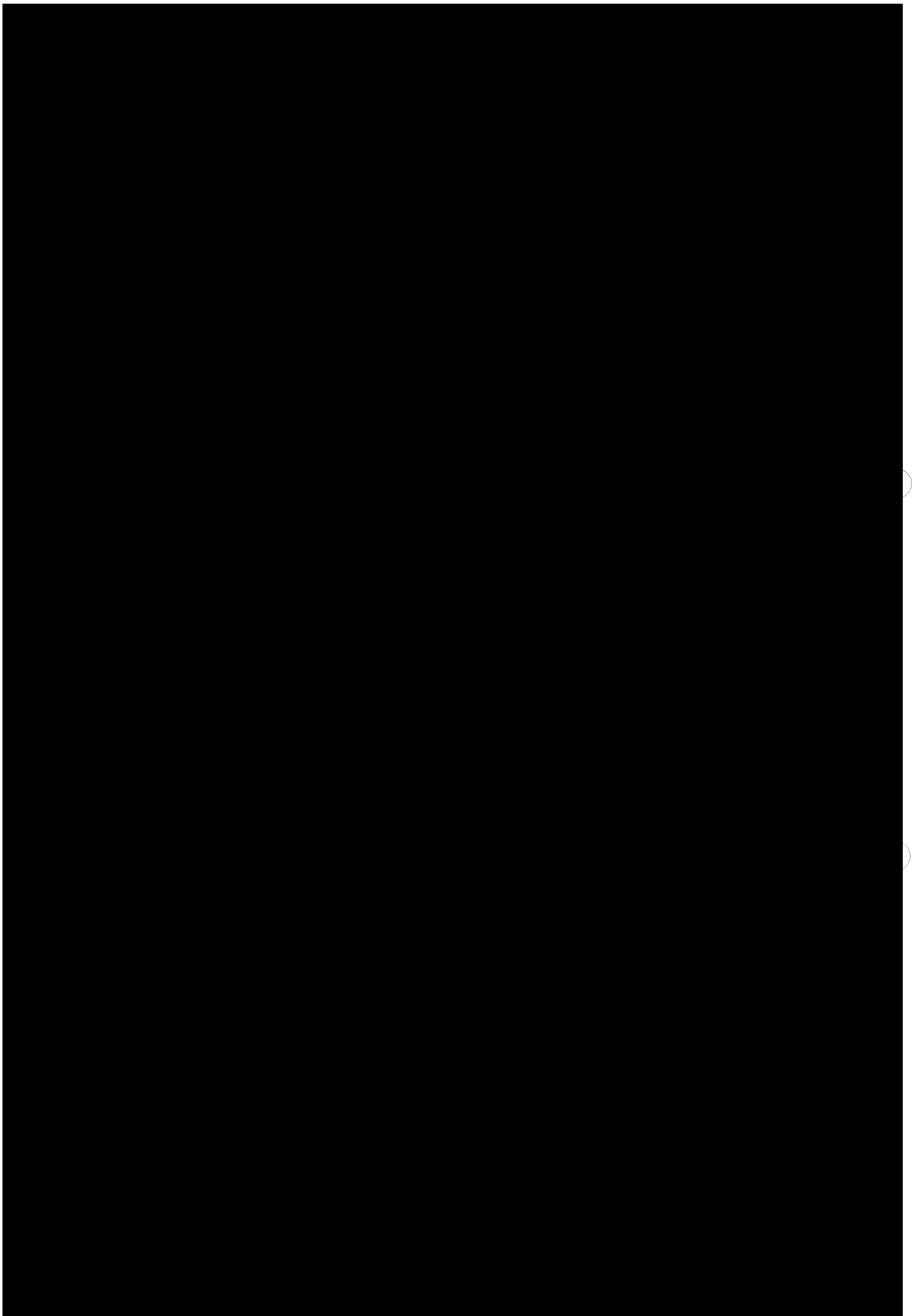


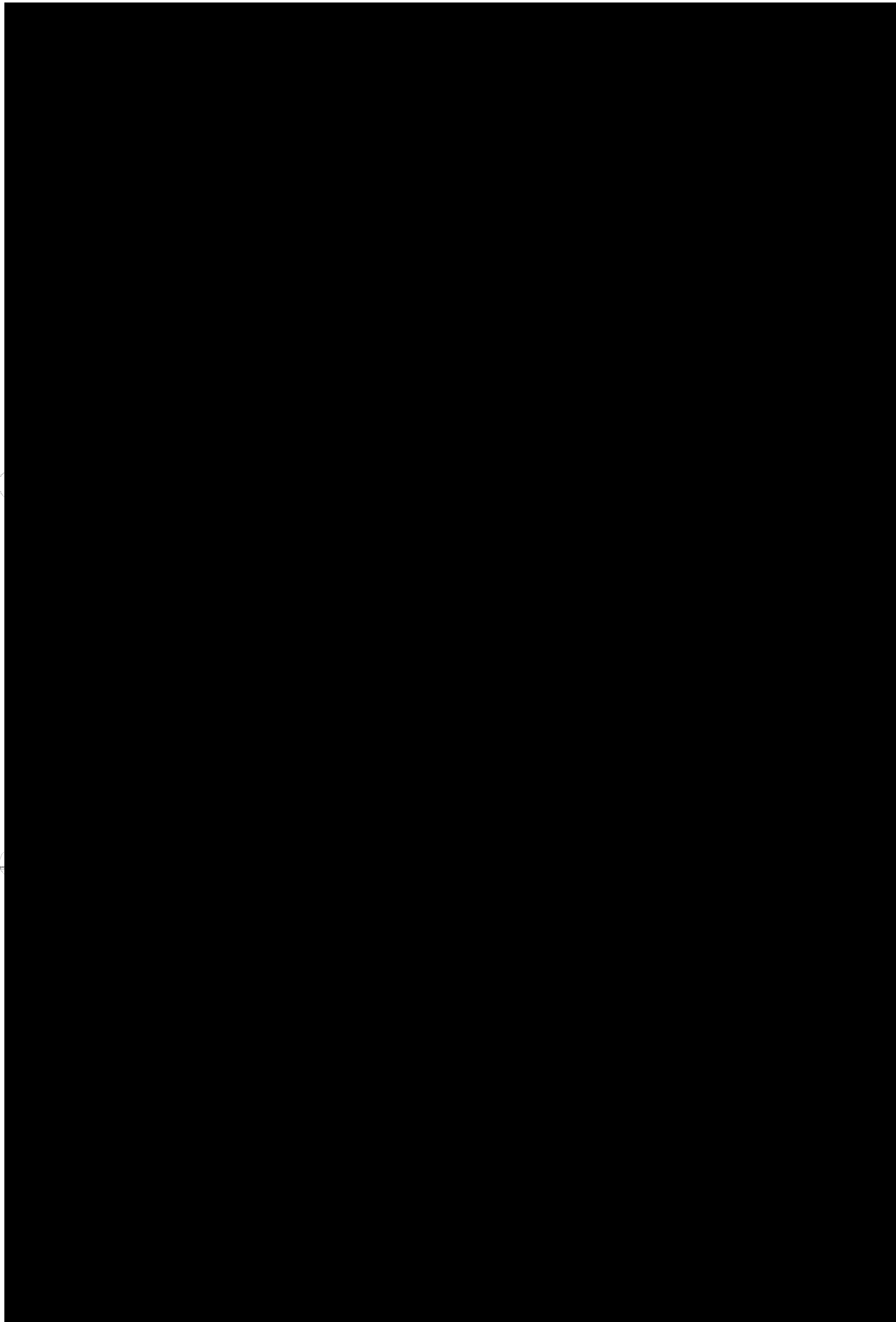
SCHEDULE D16. – DRAFT SECTION 88B INSTRUMENT

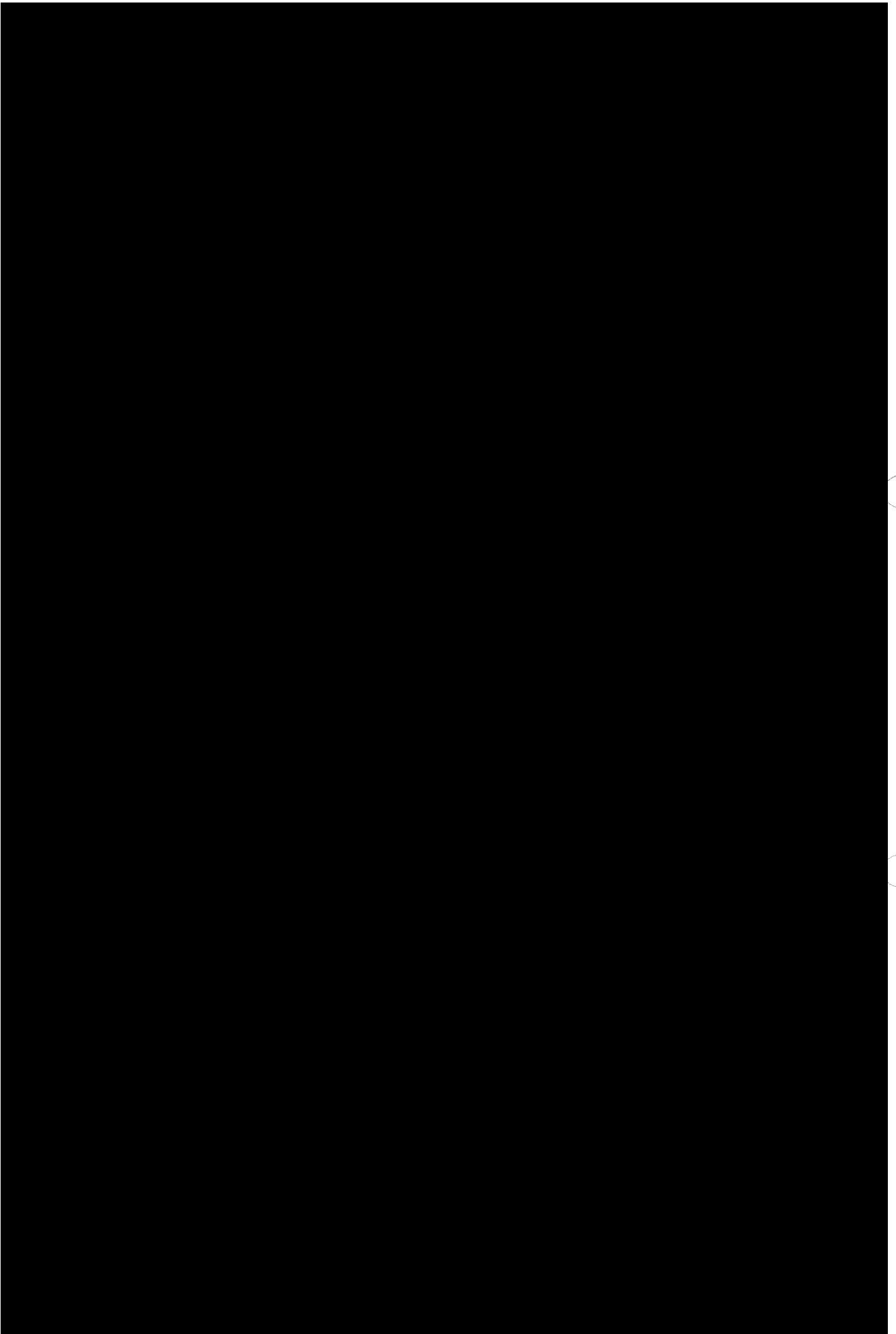


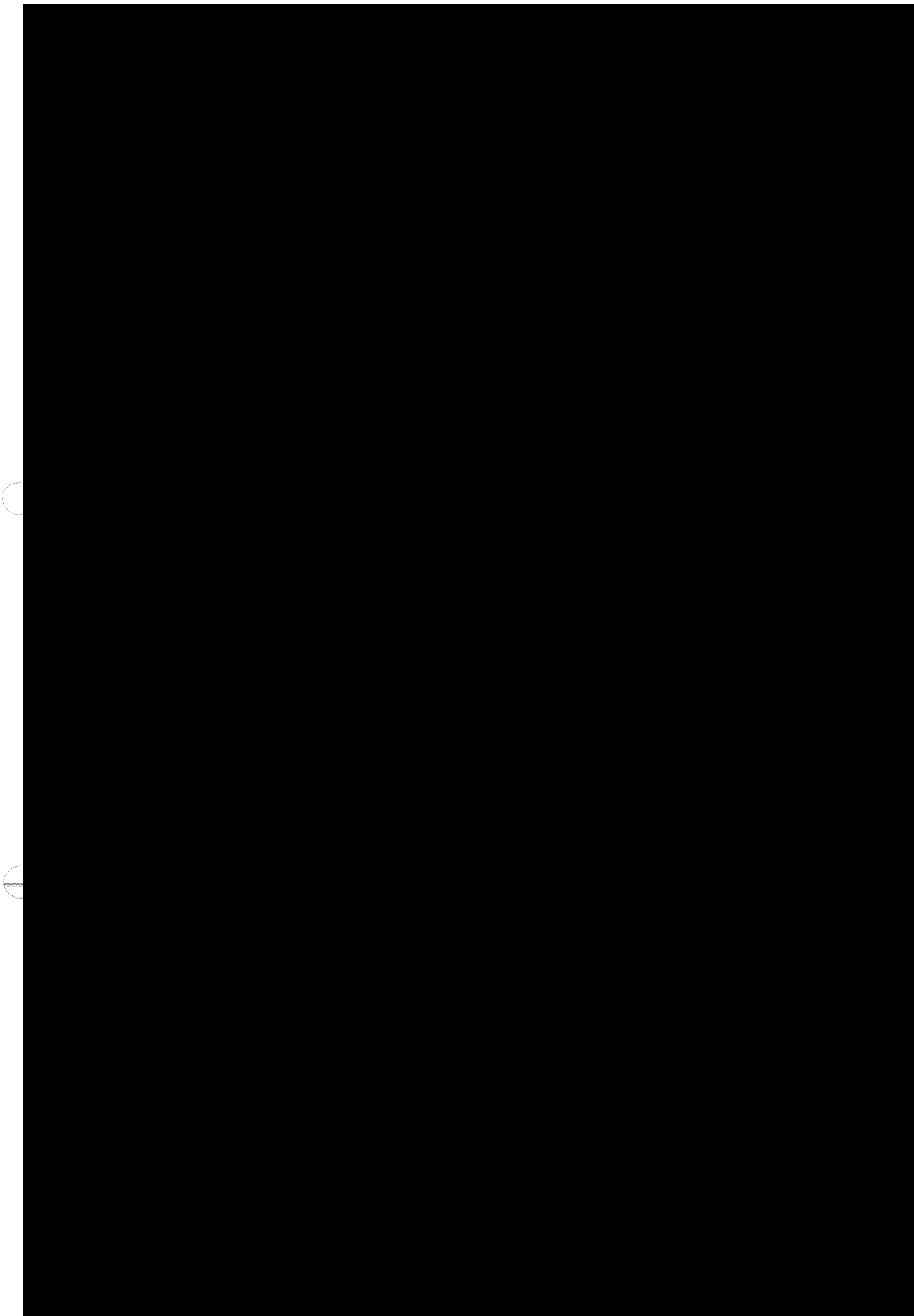


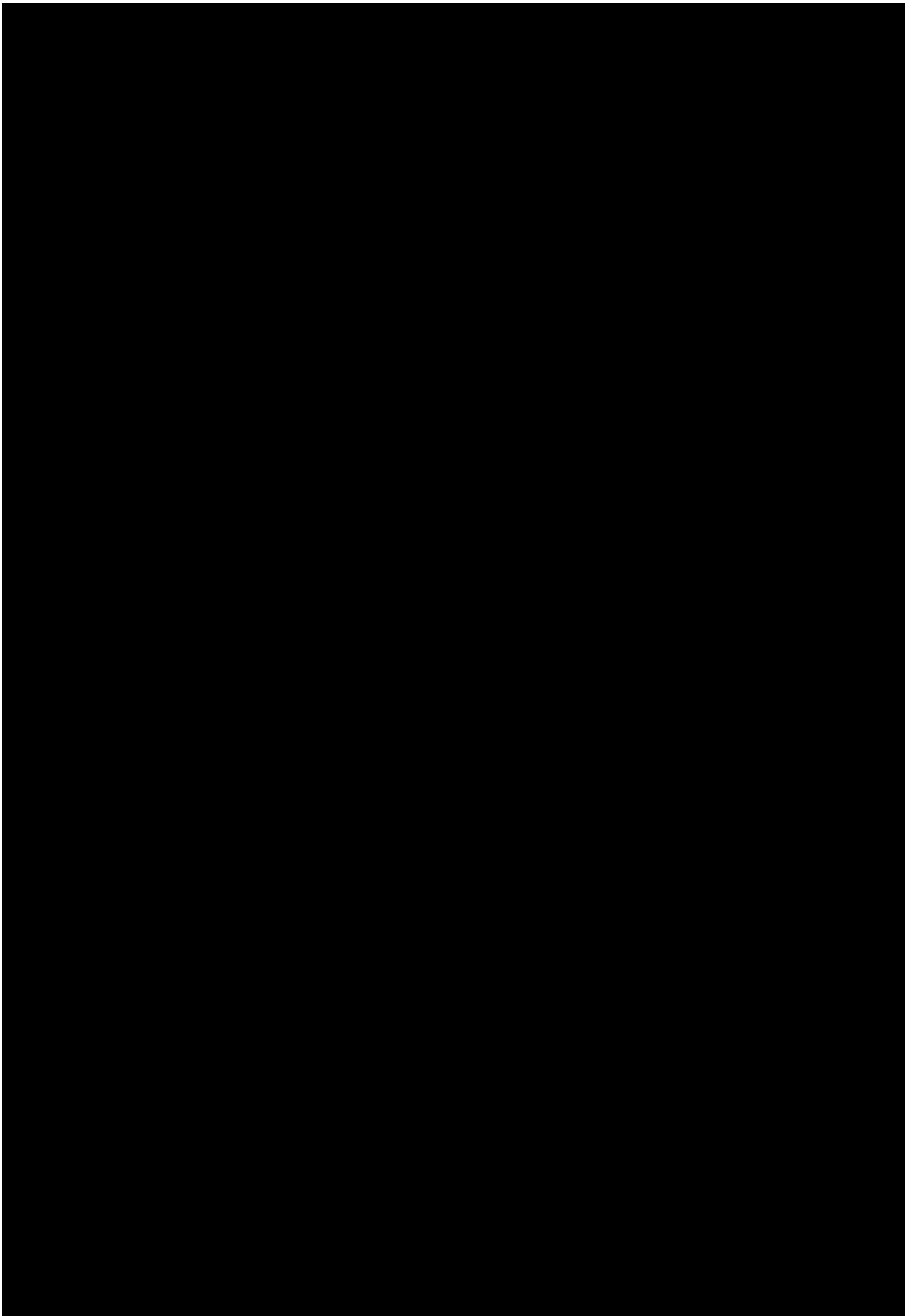


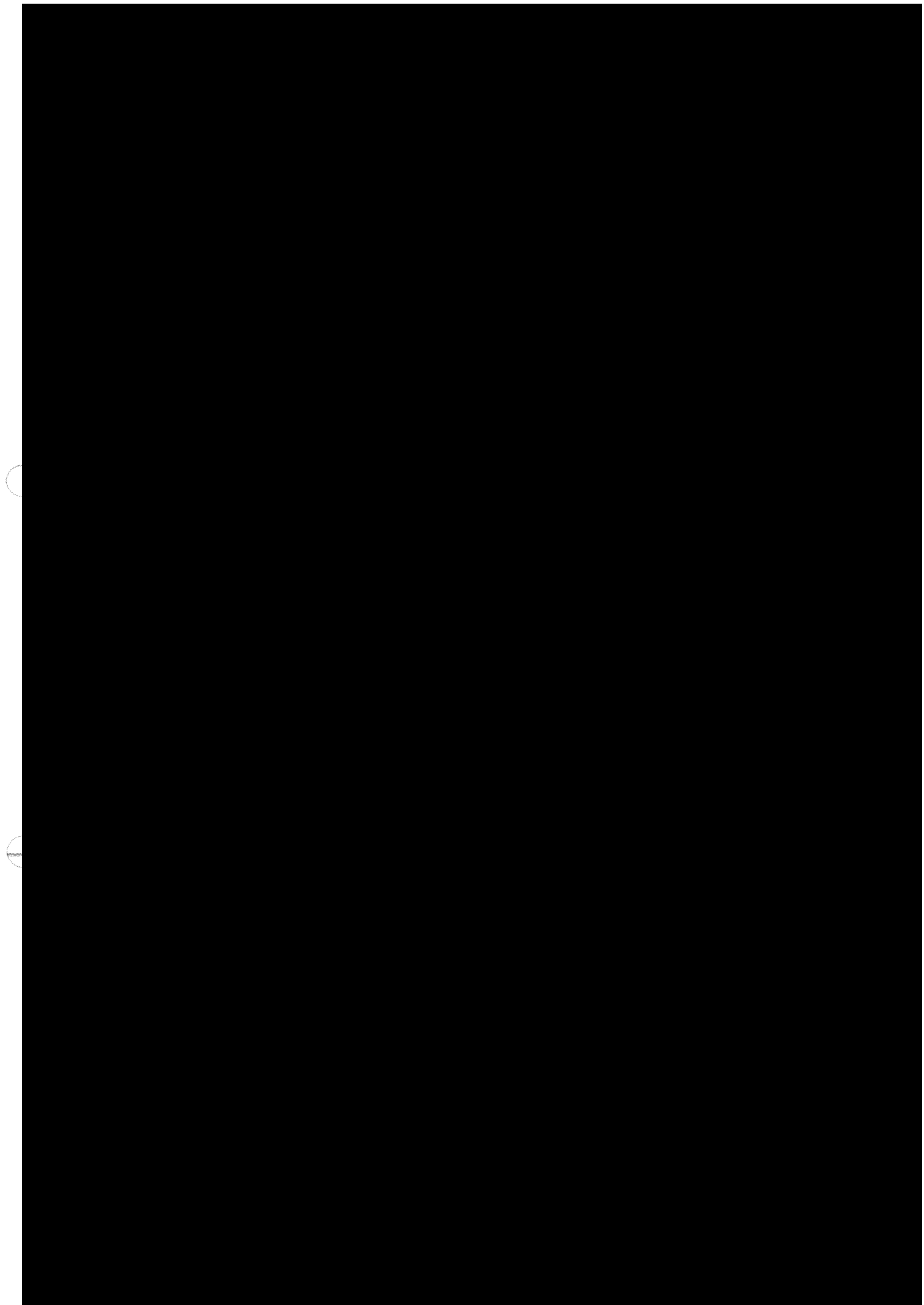


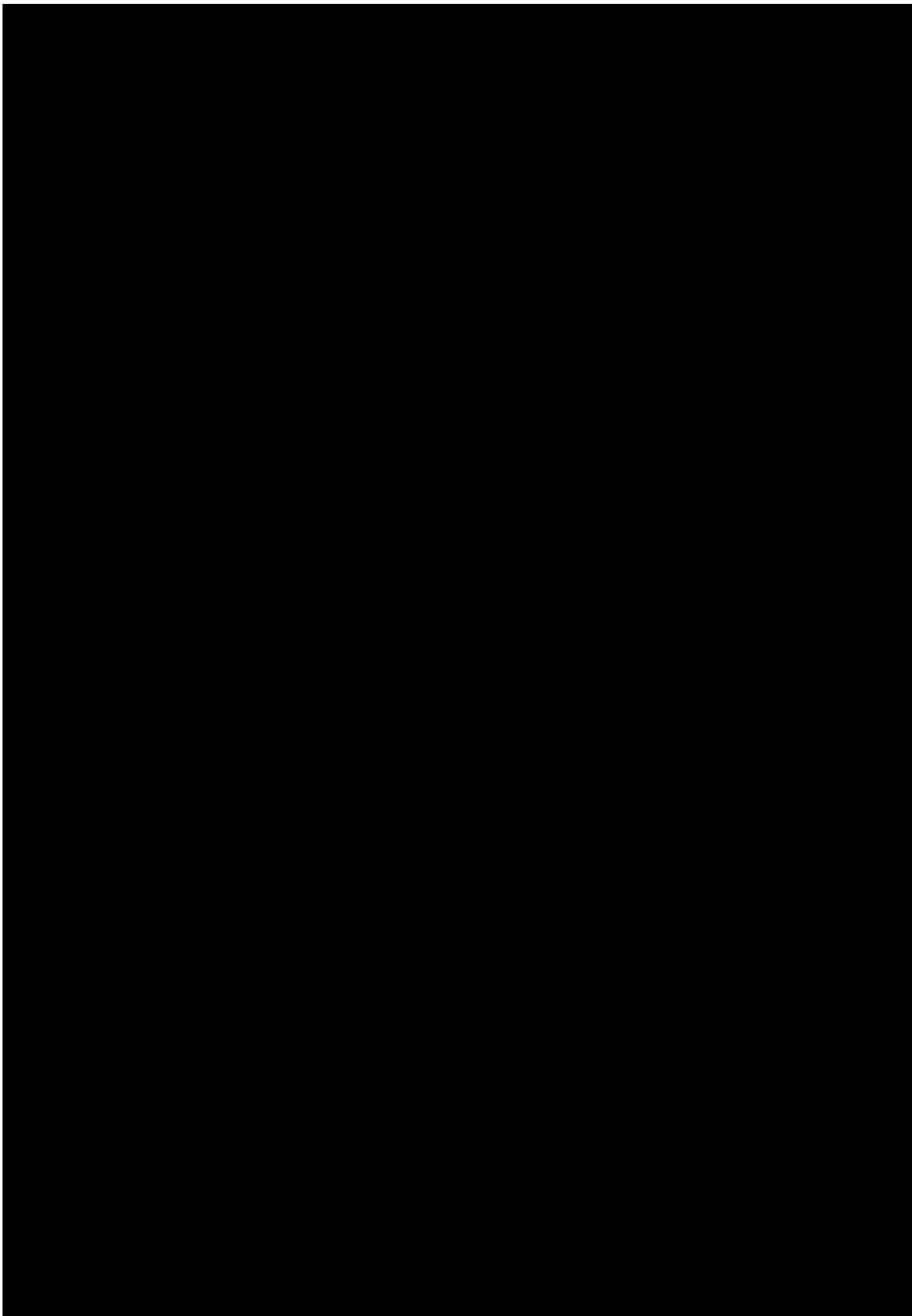


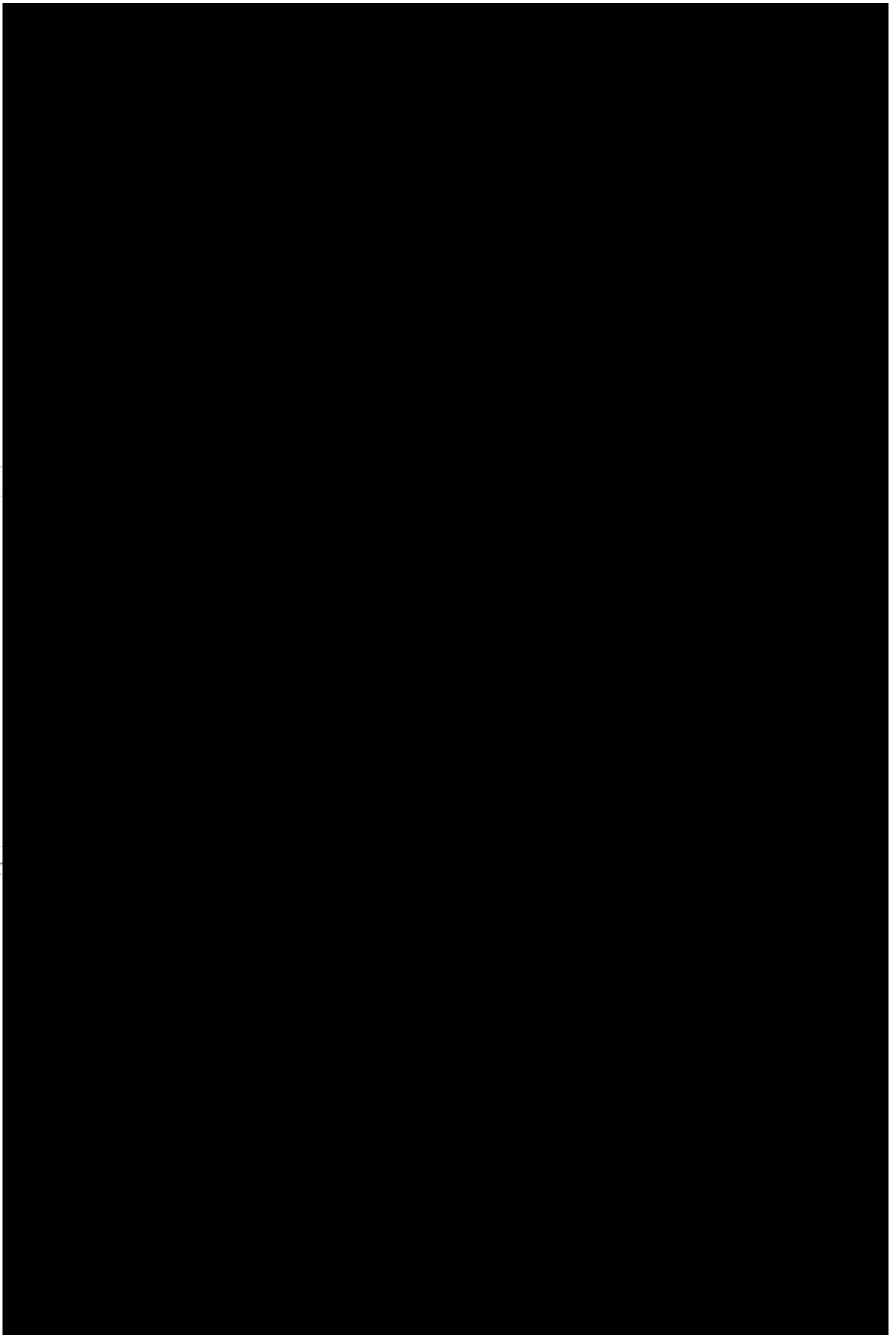


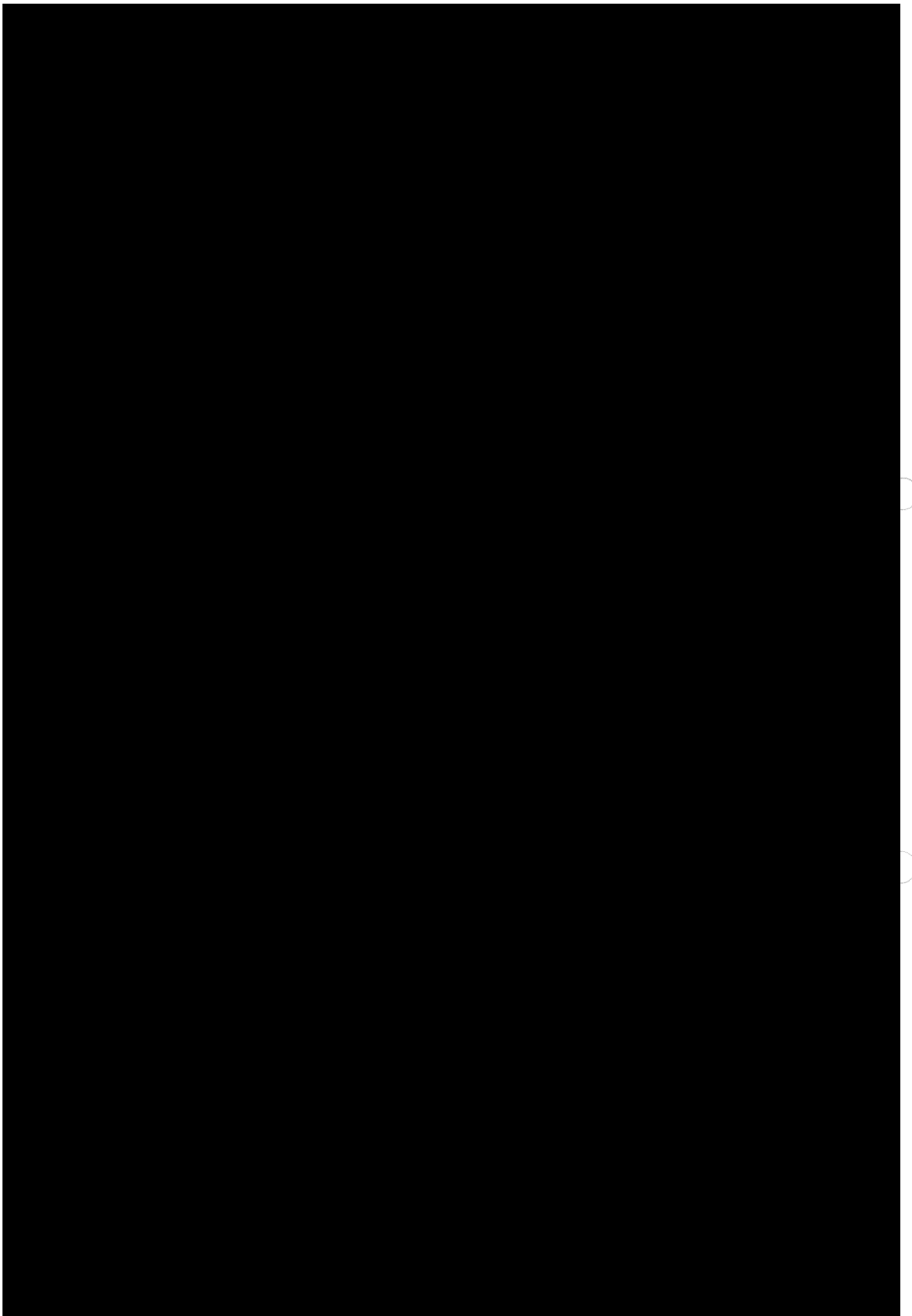


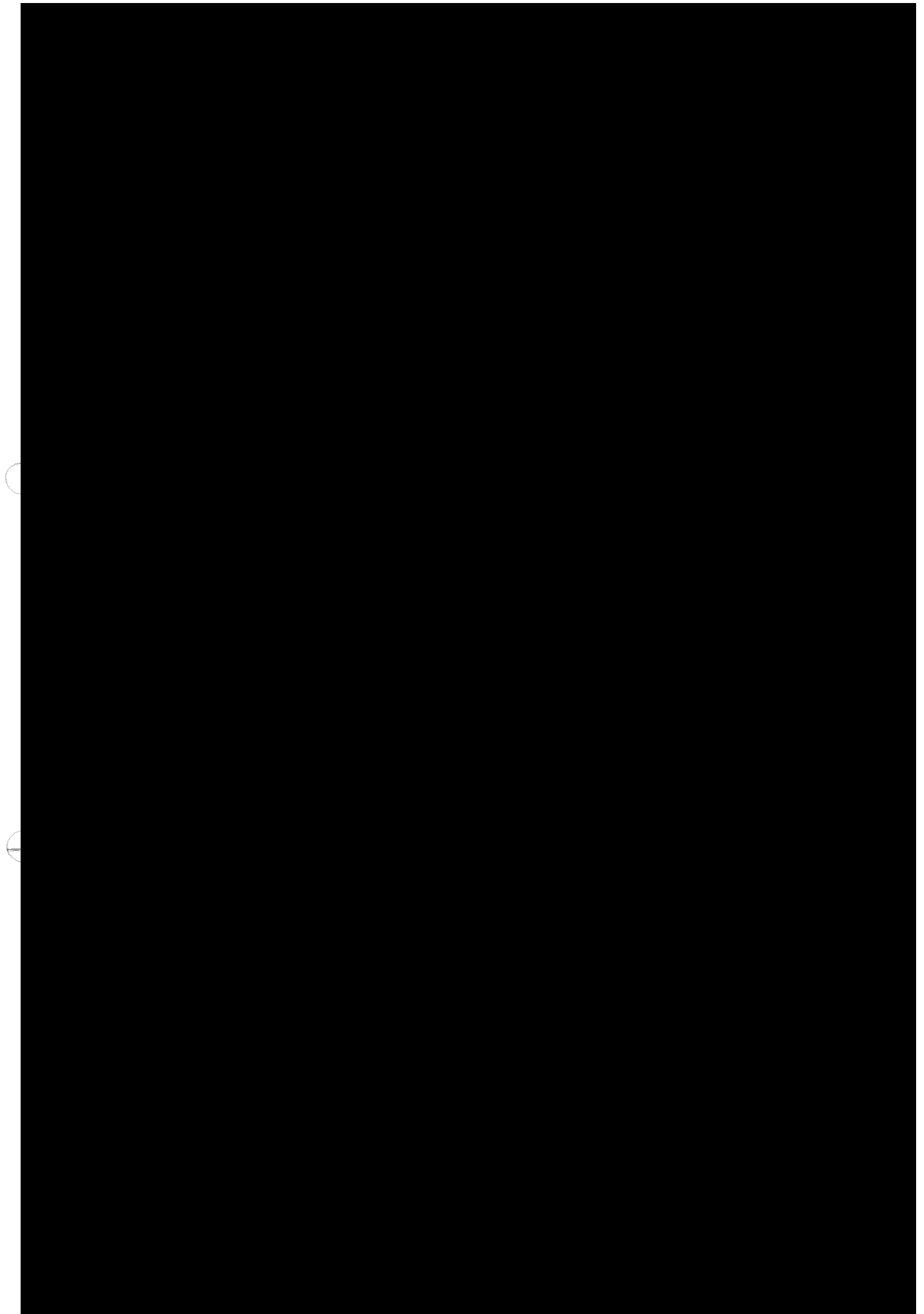


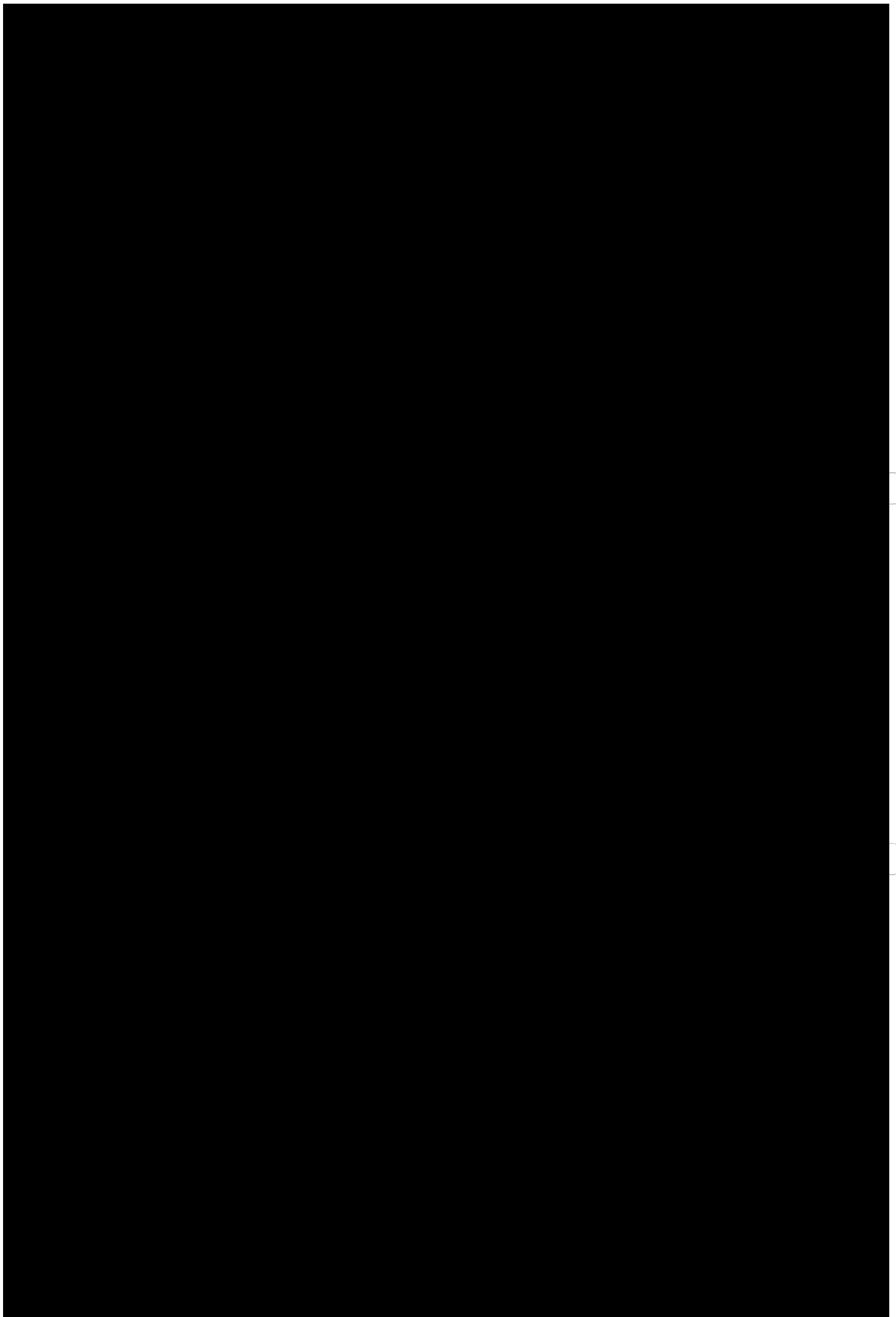


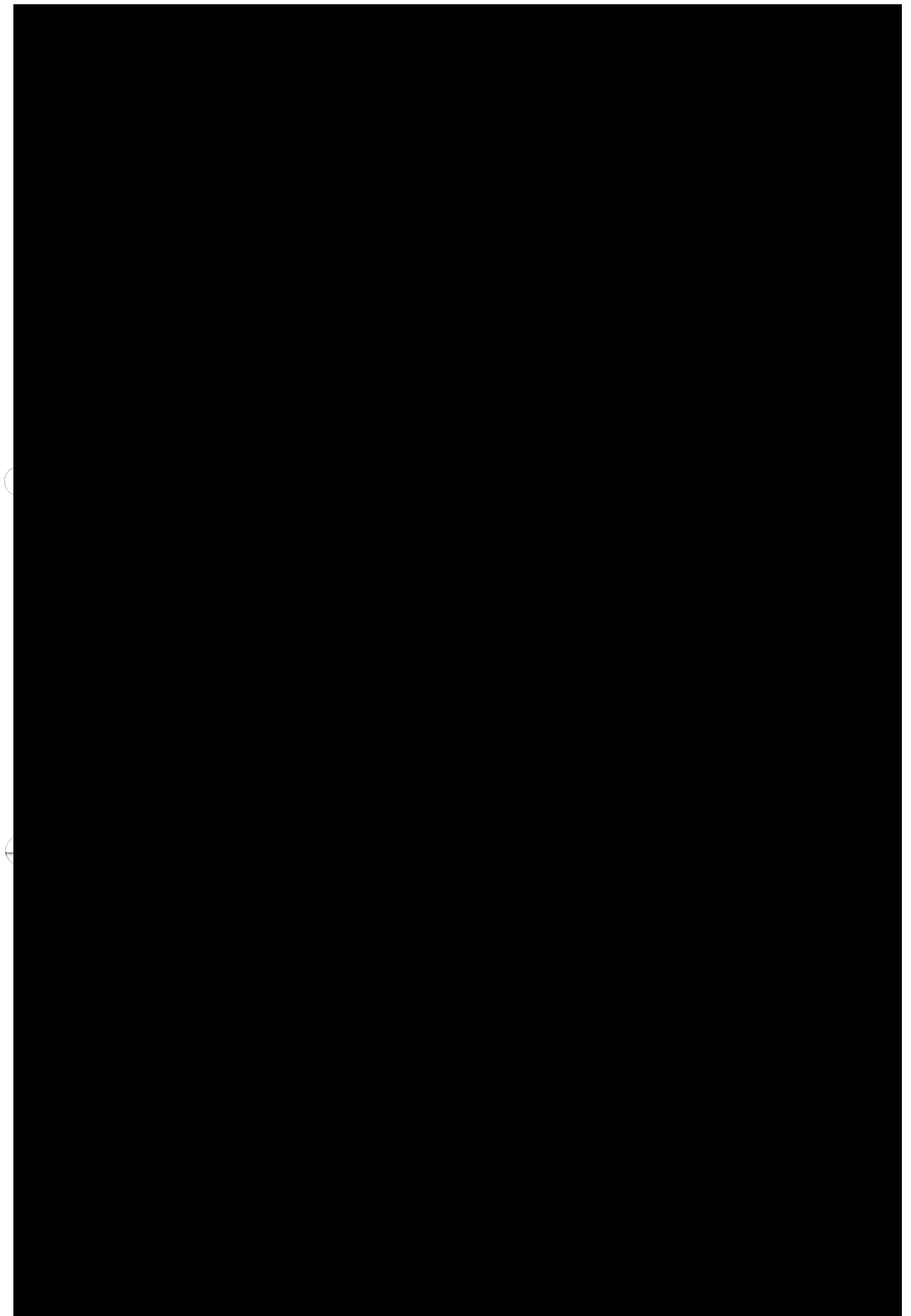


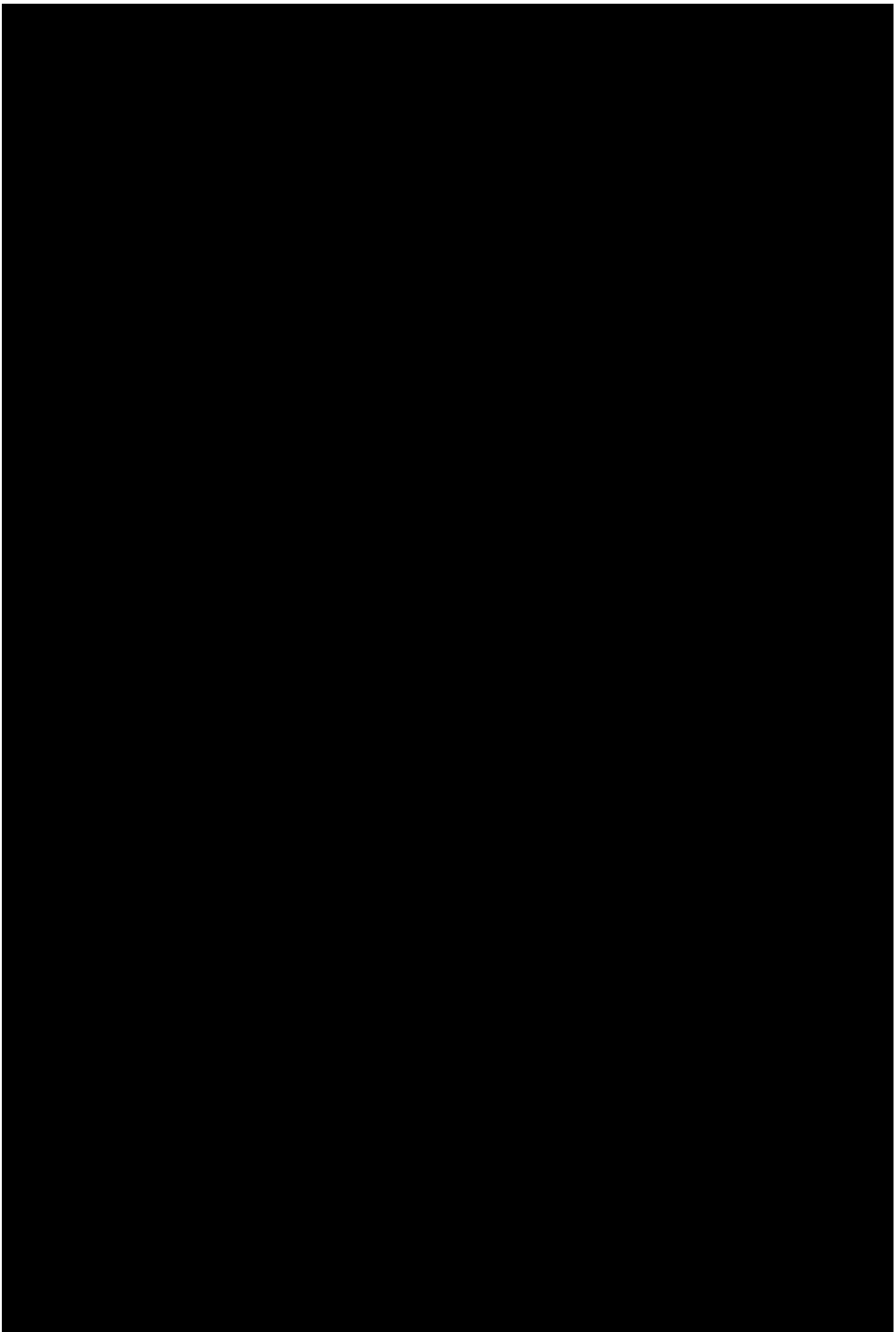




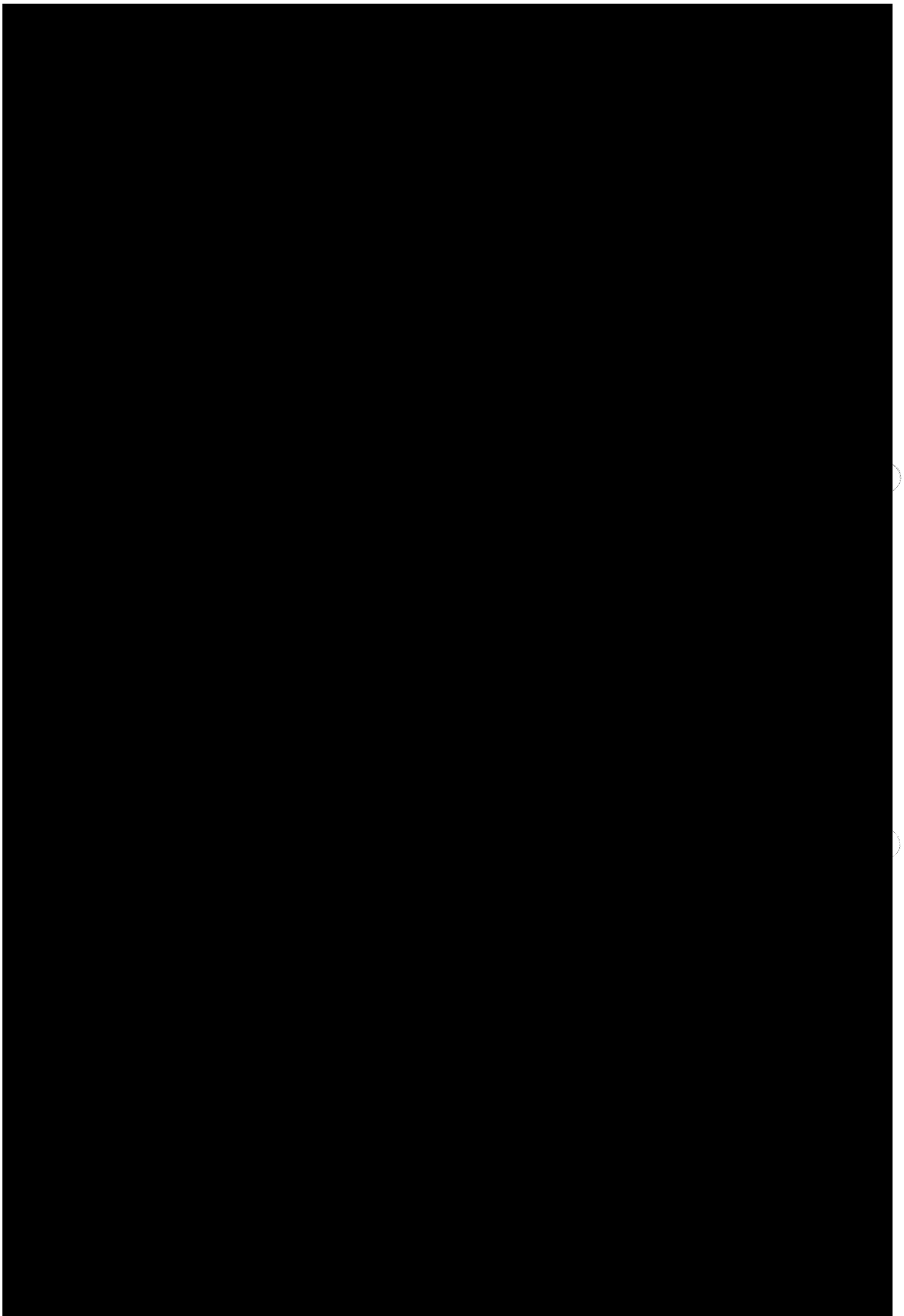


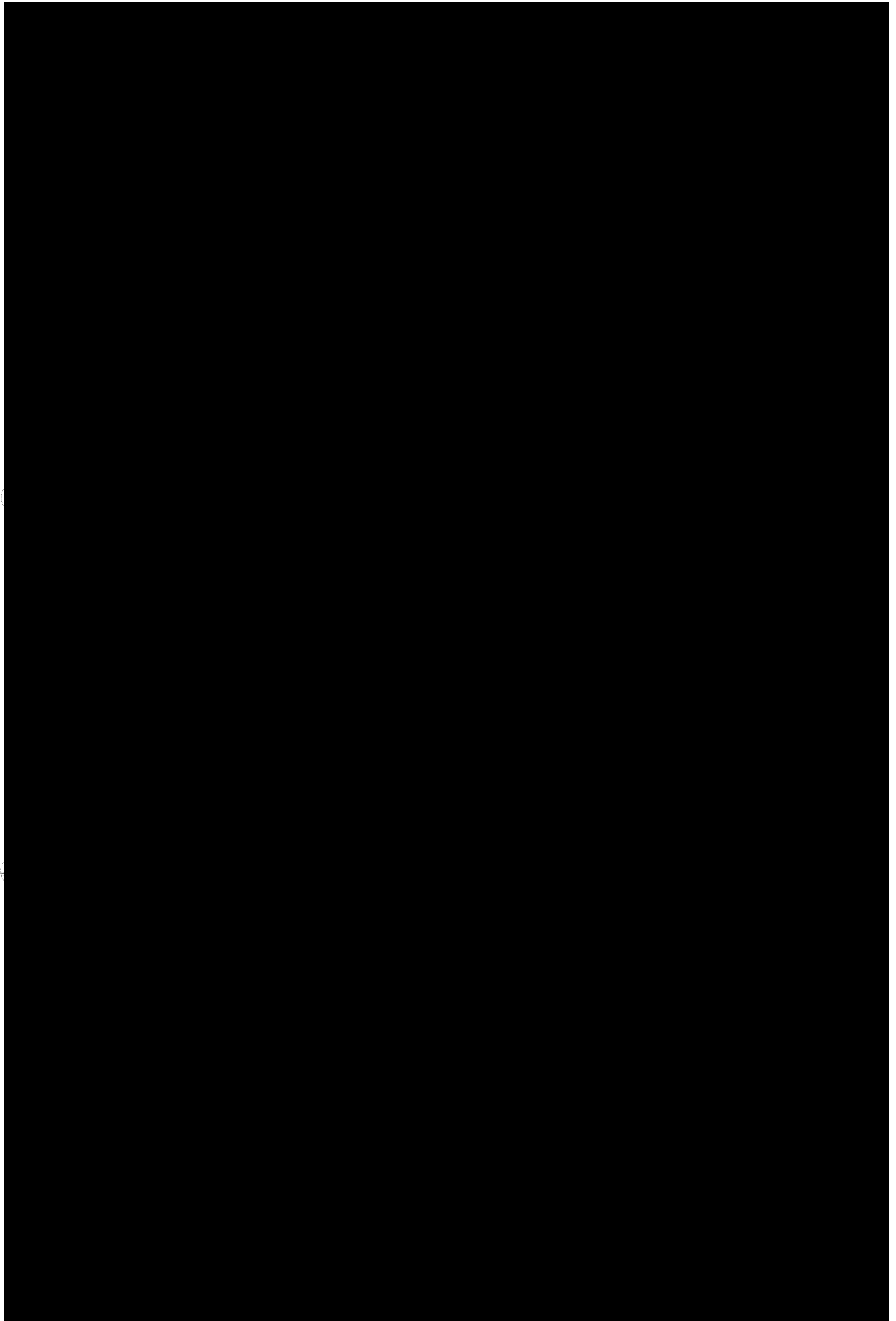


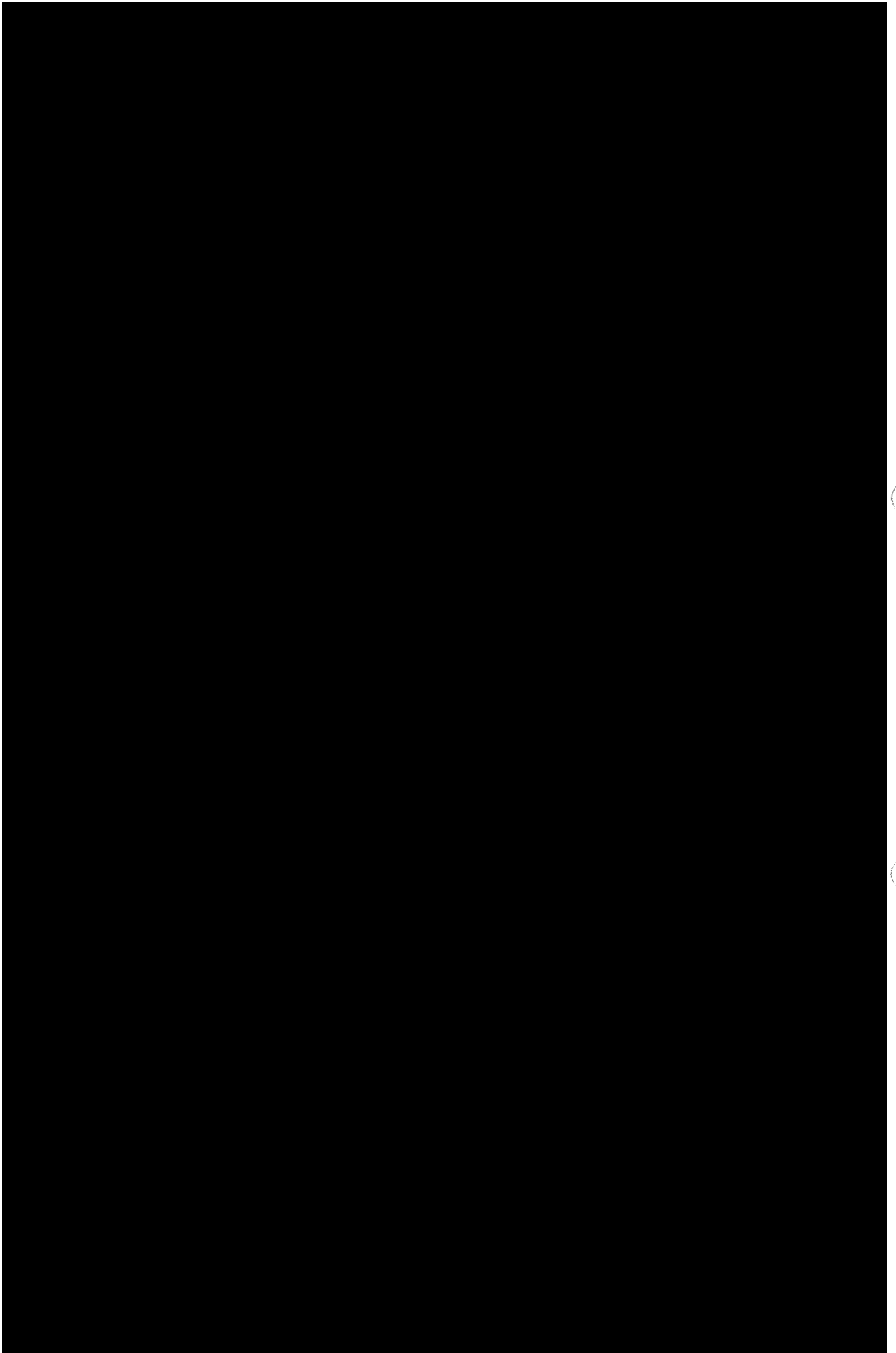


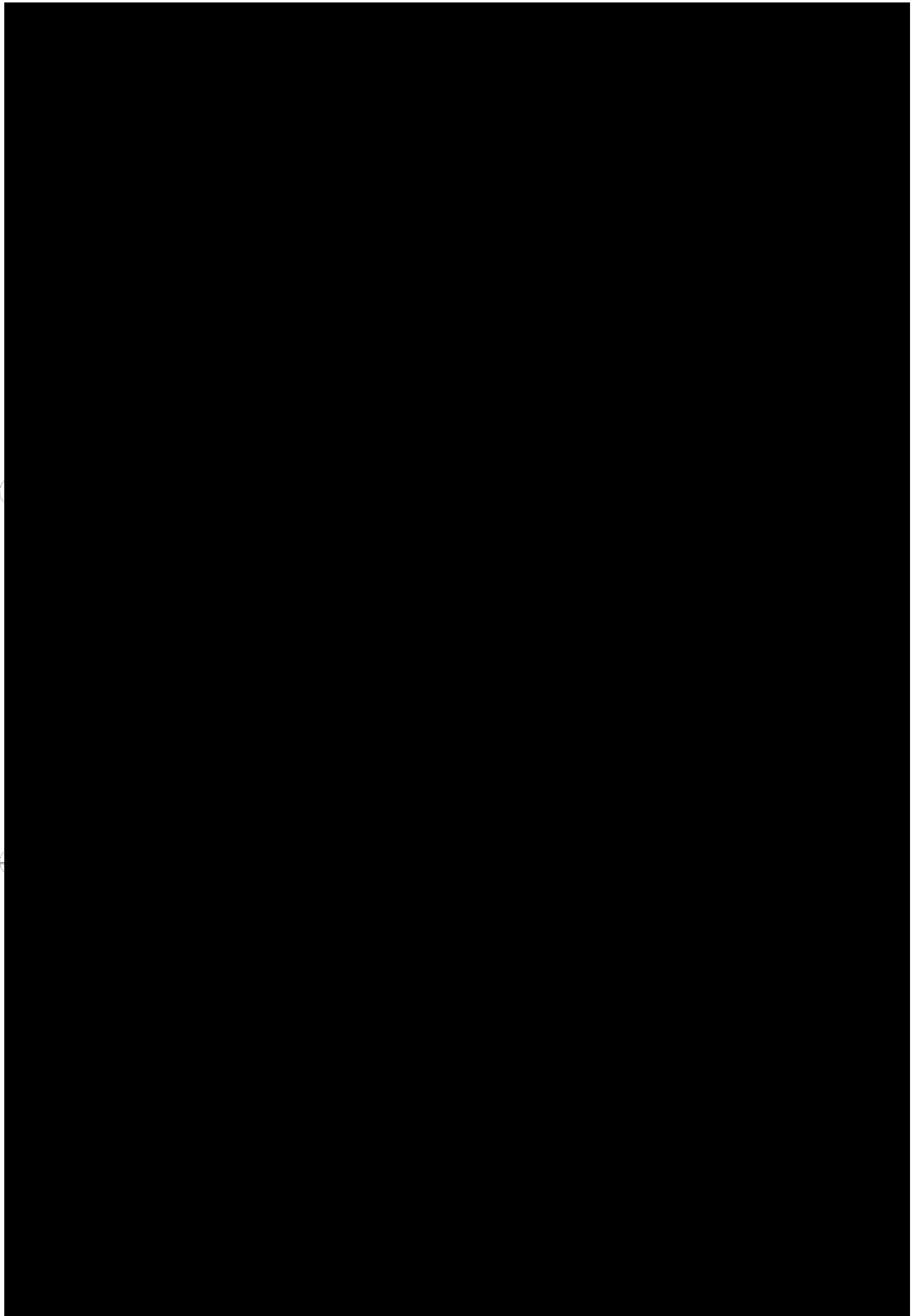


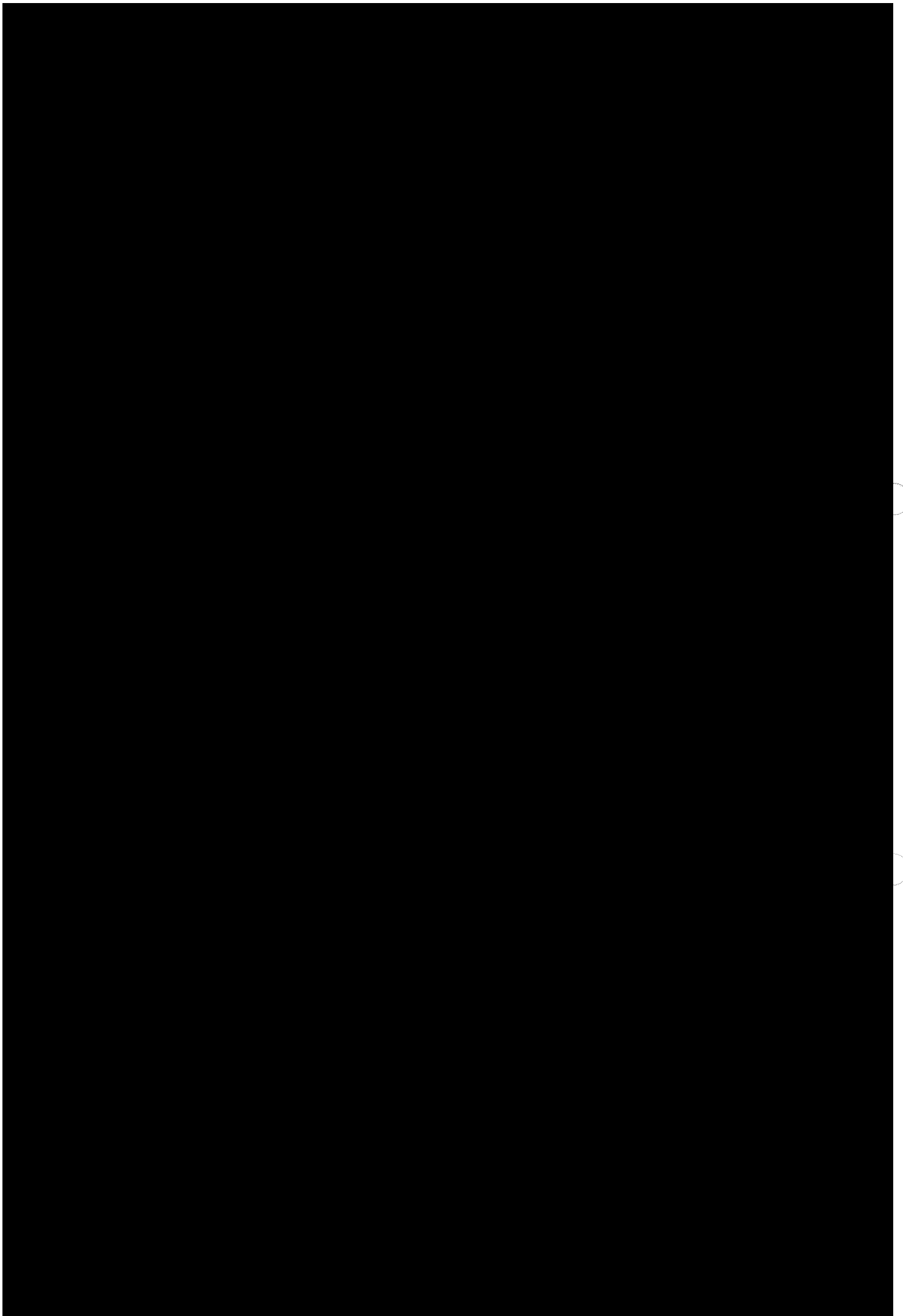


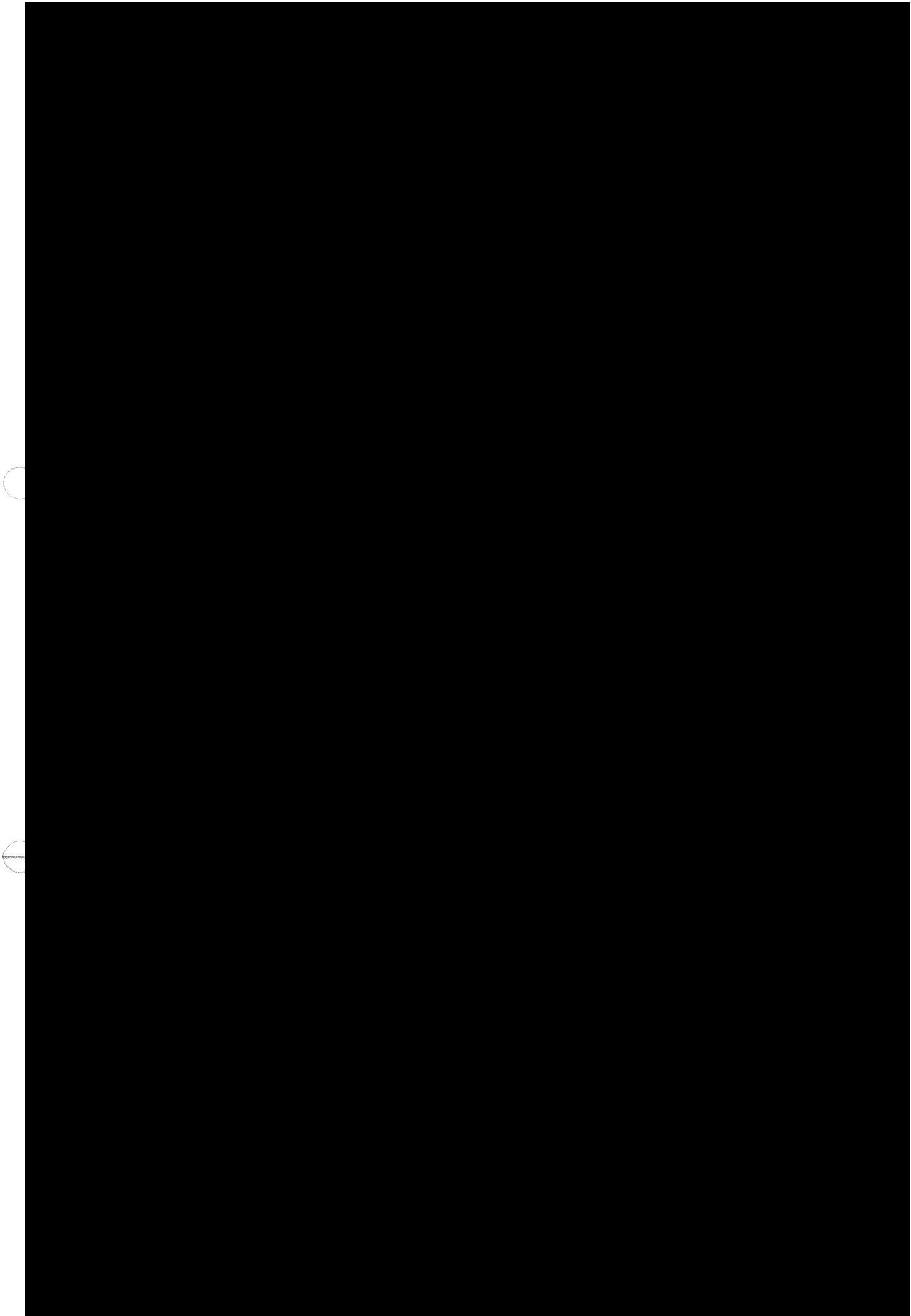


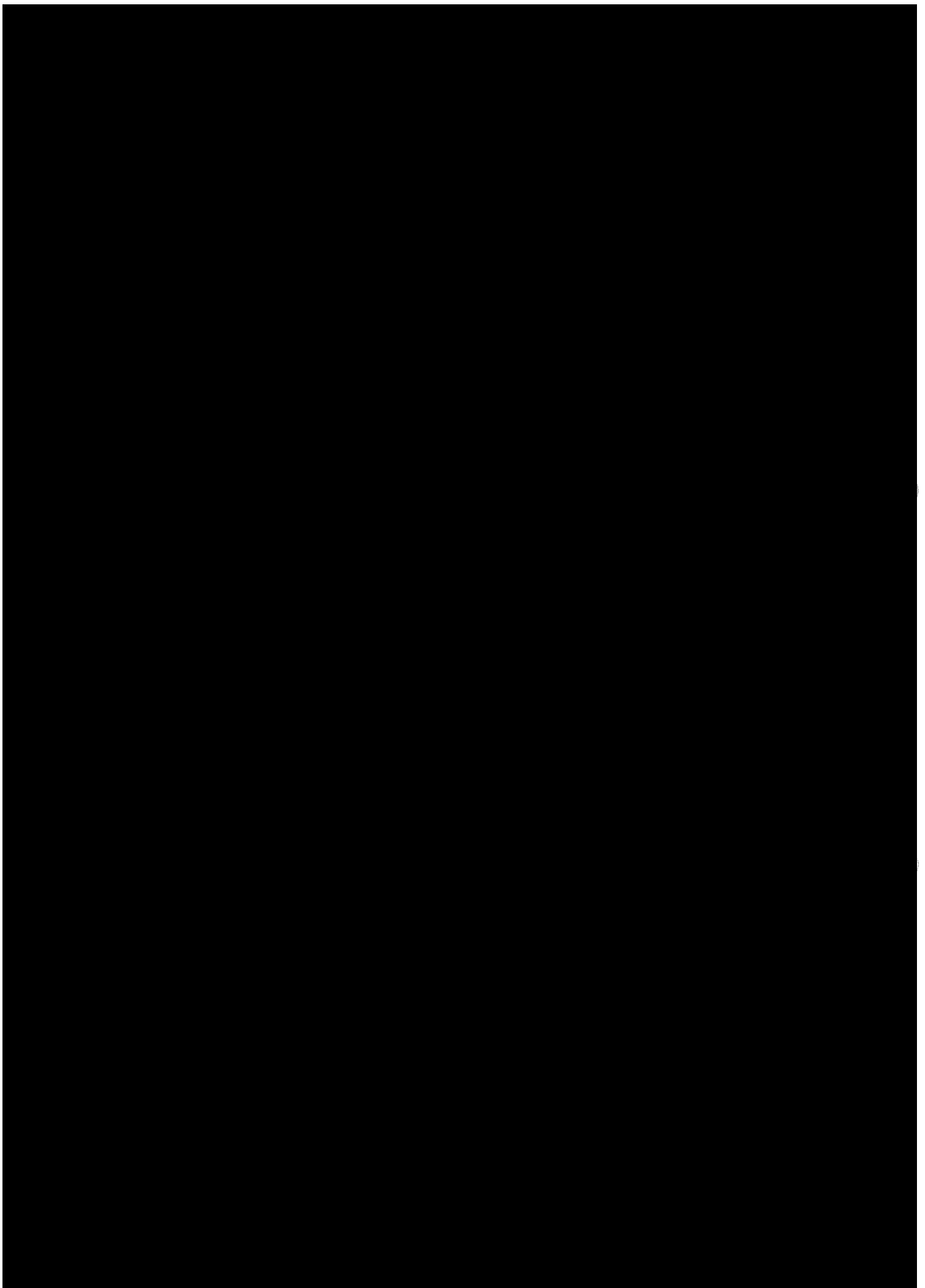


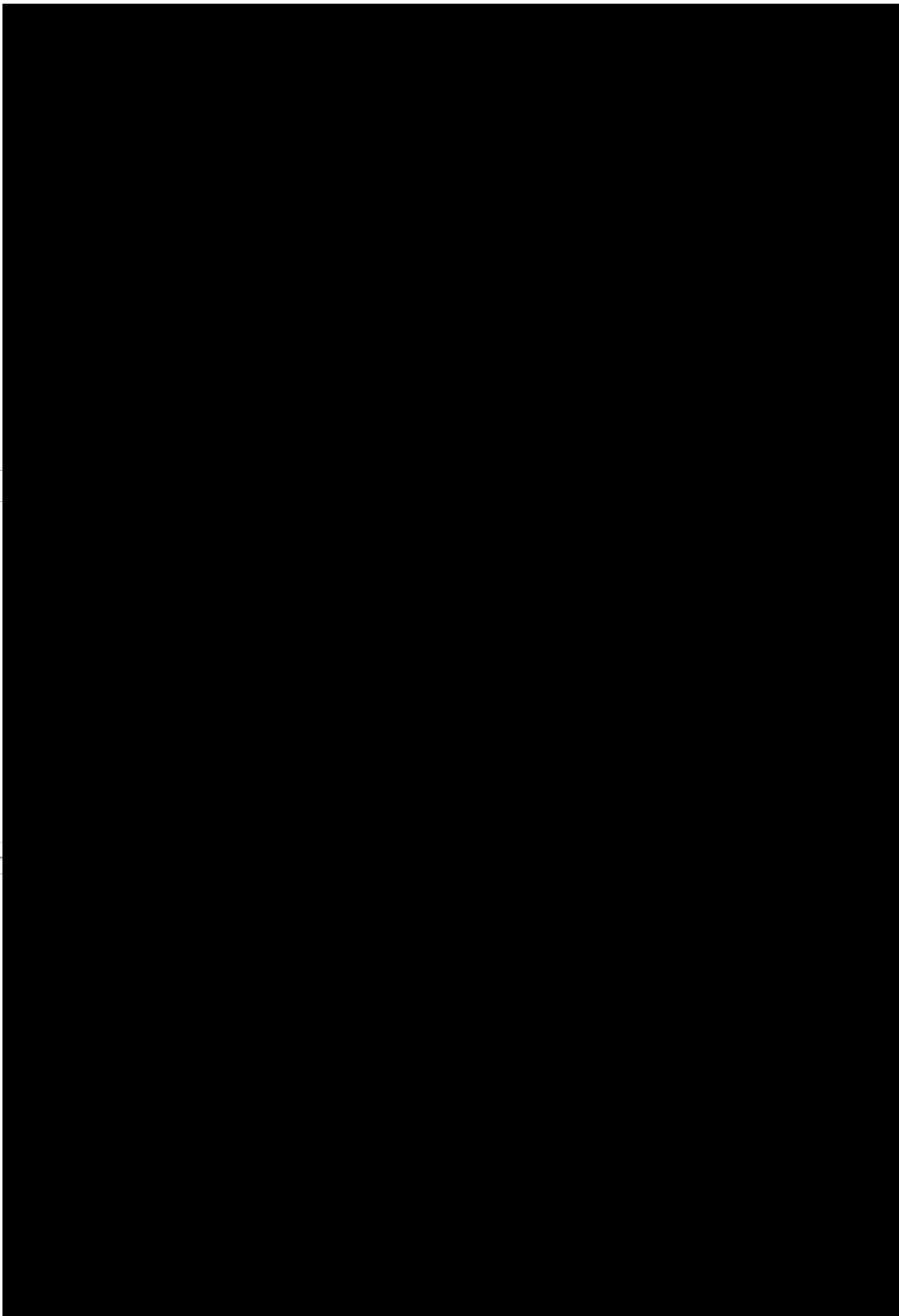


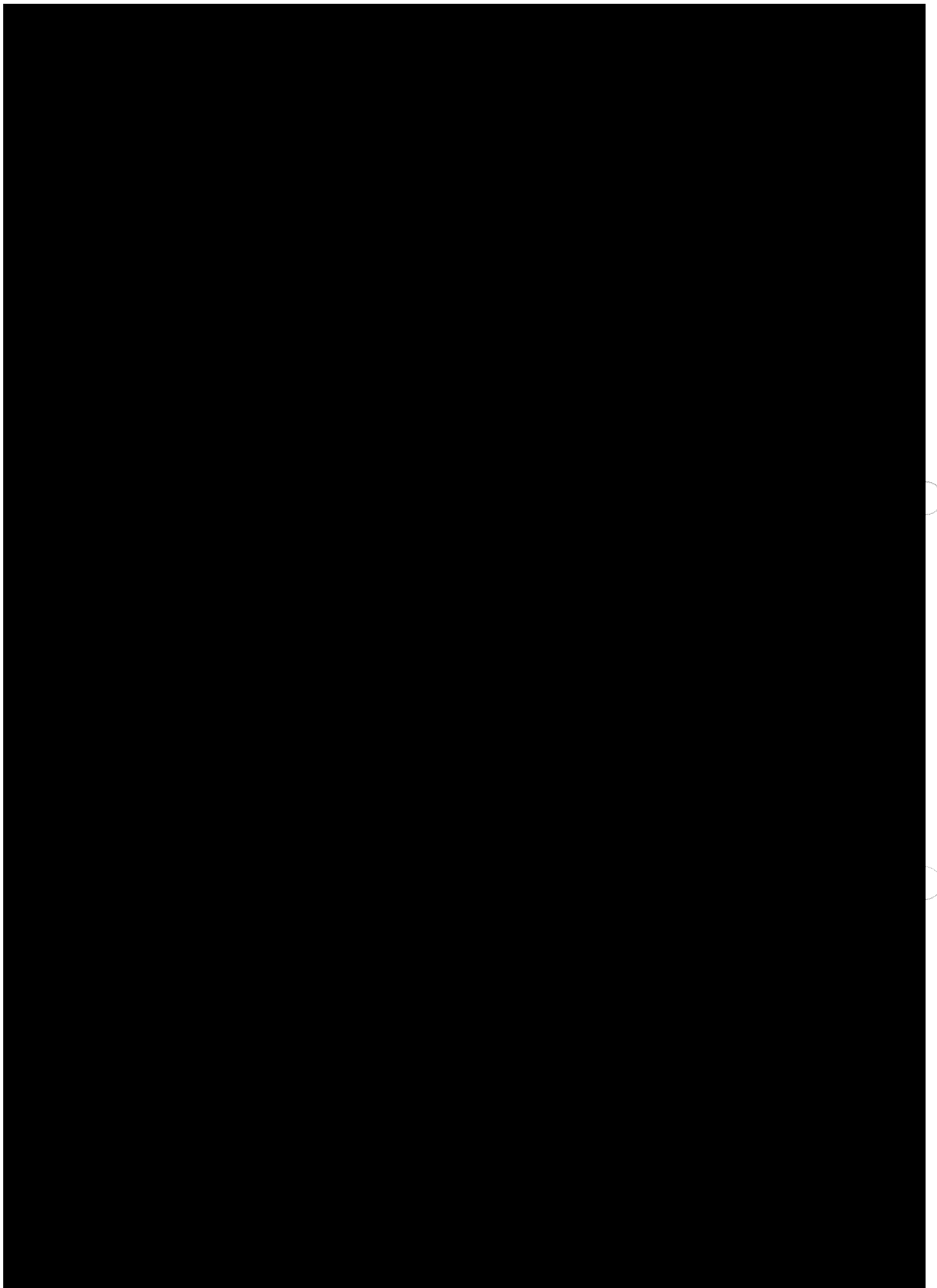


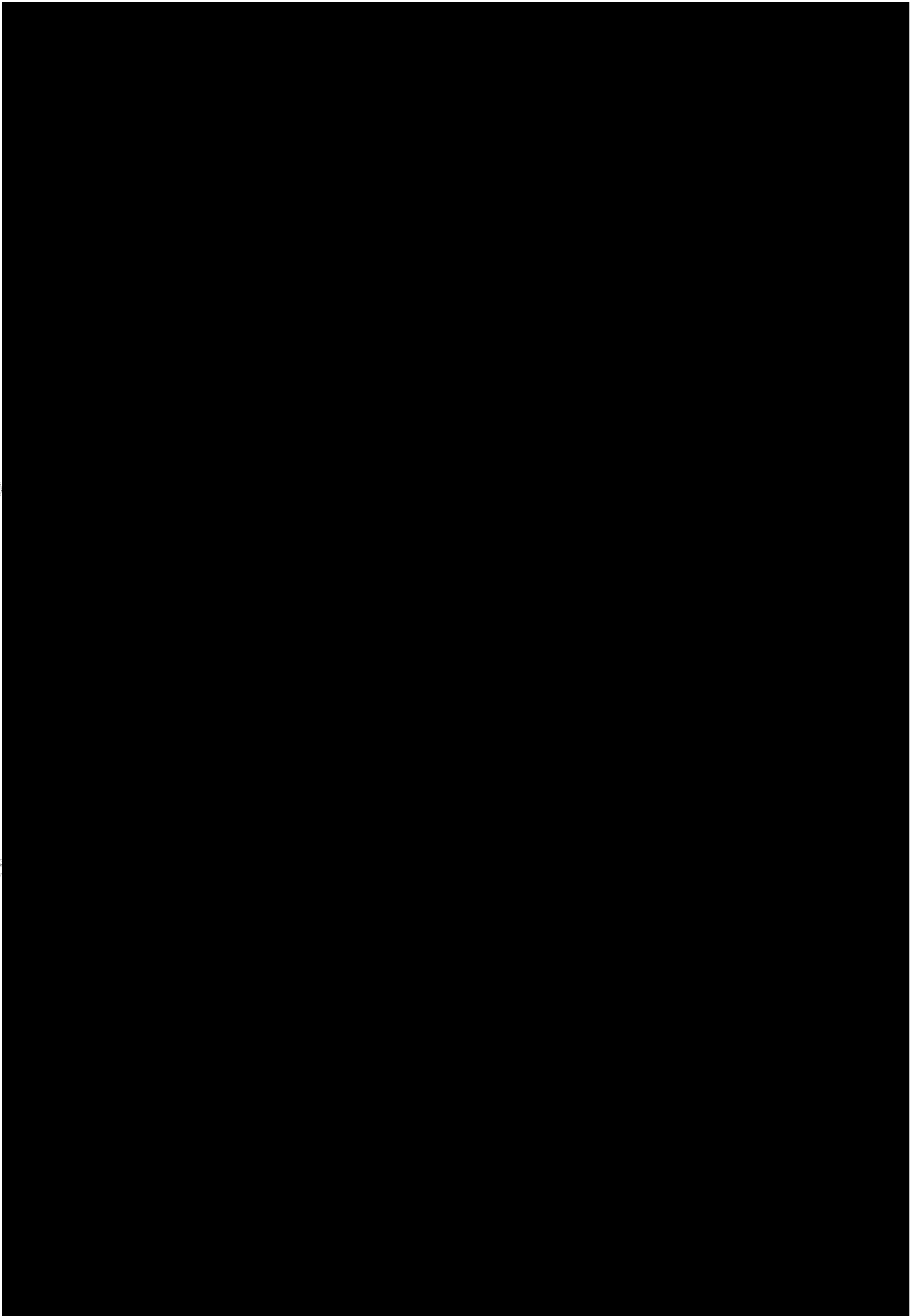


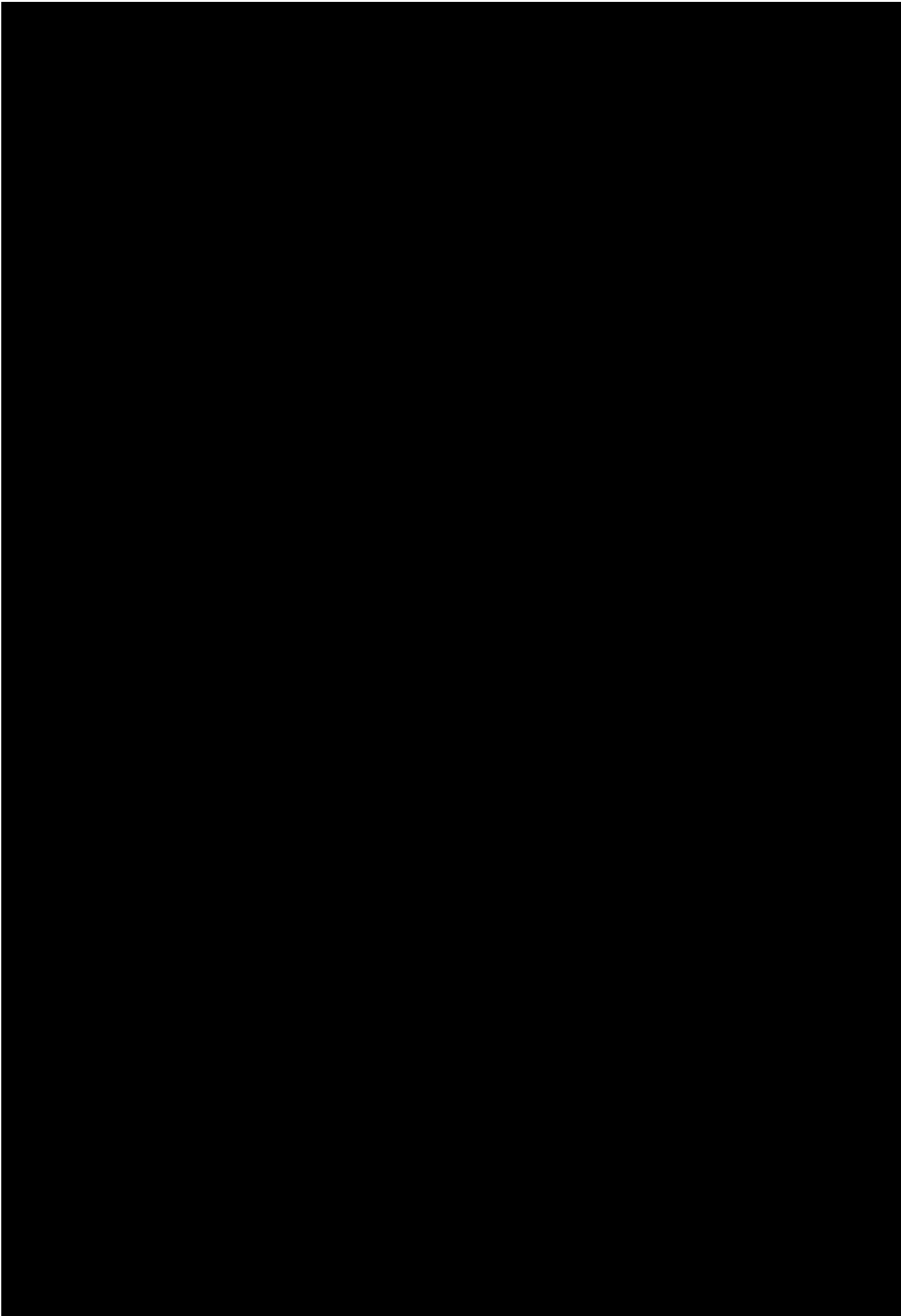


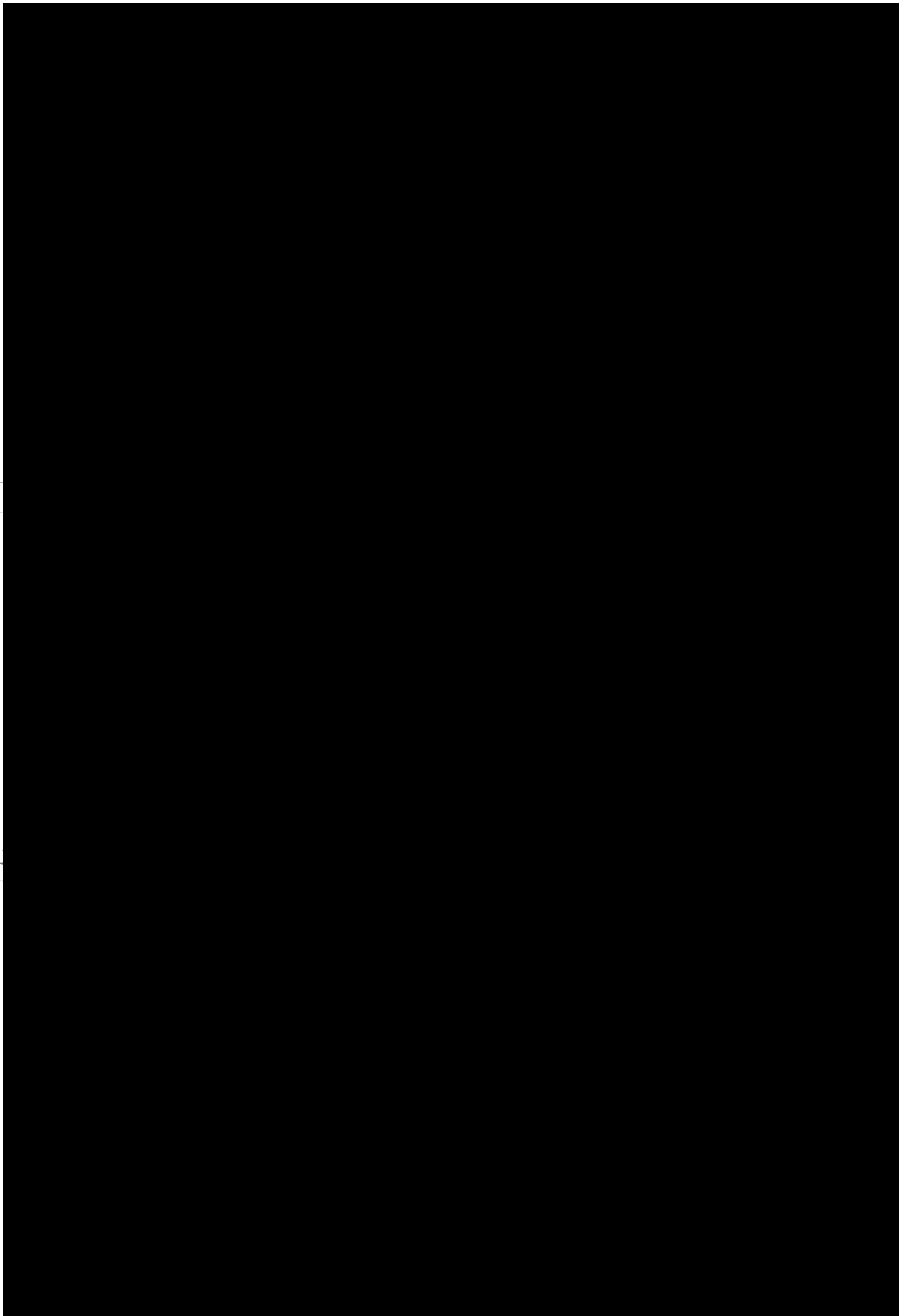


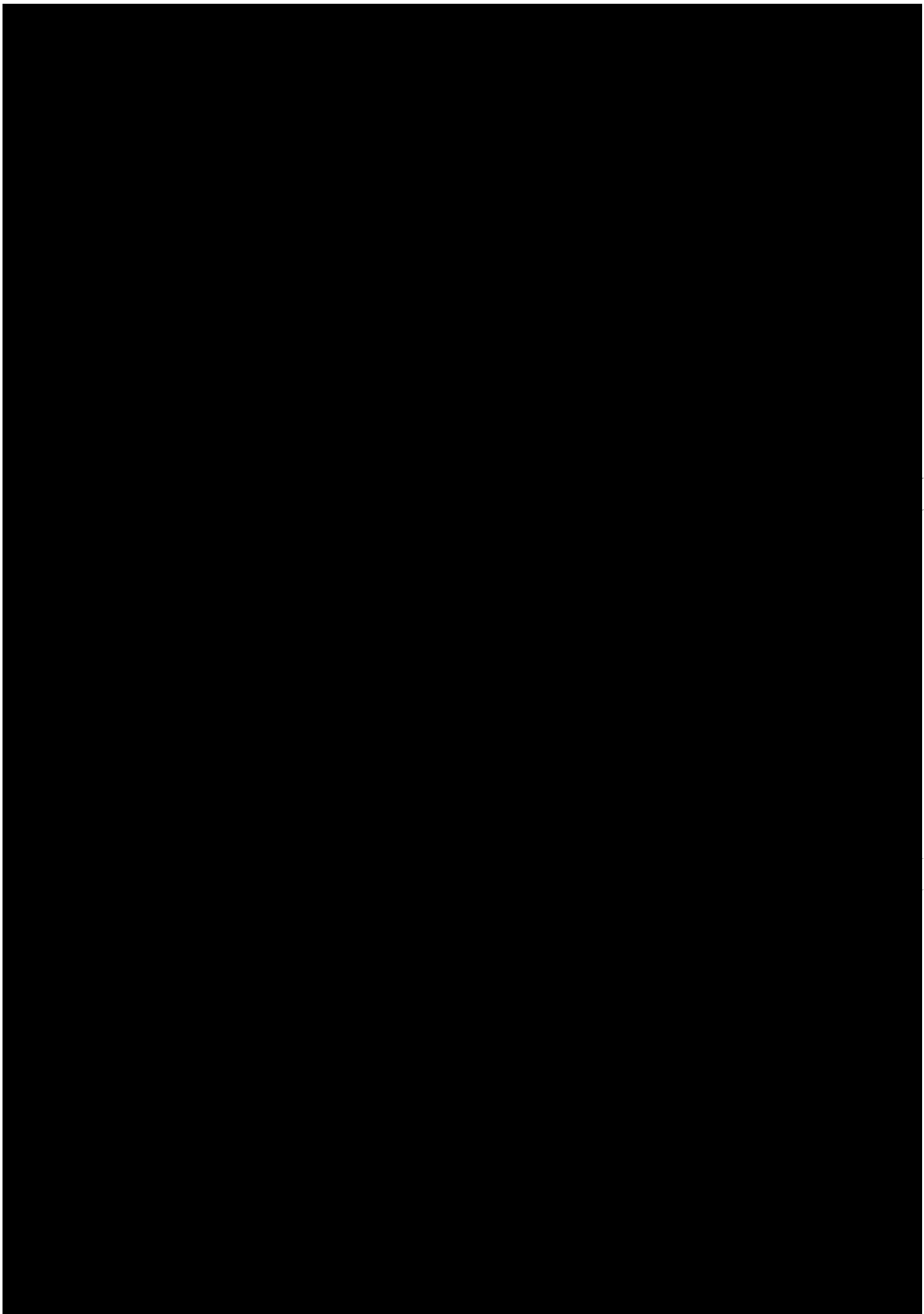


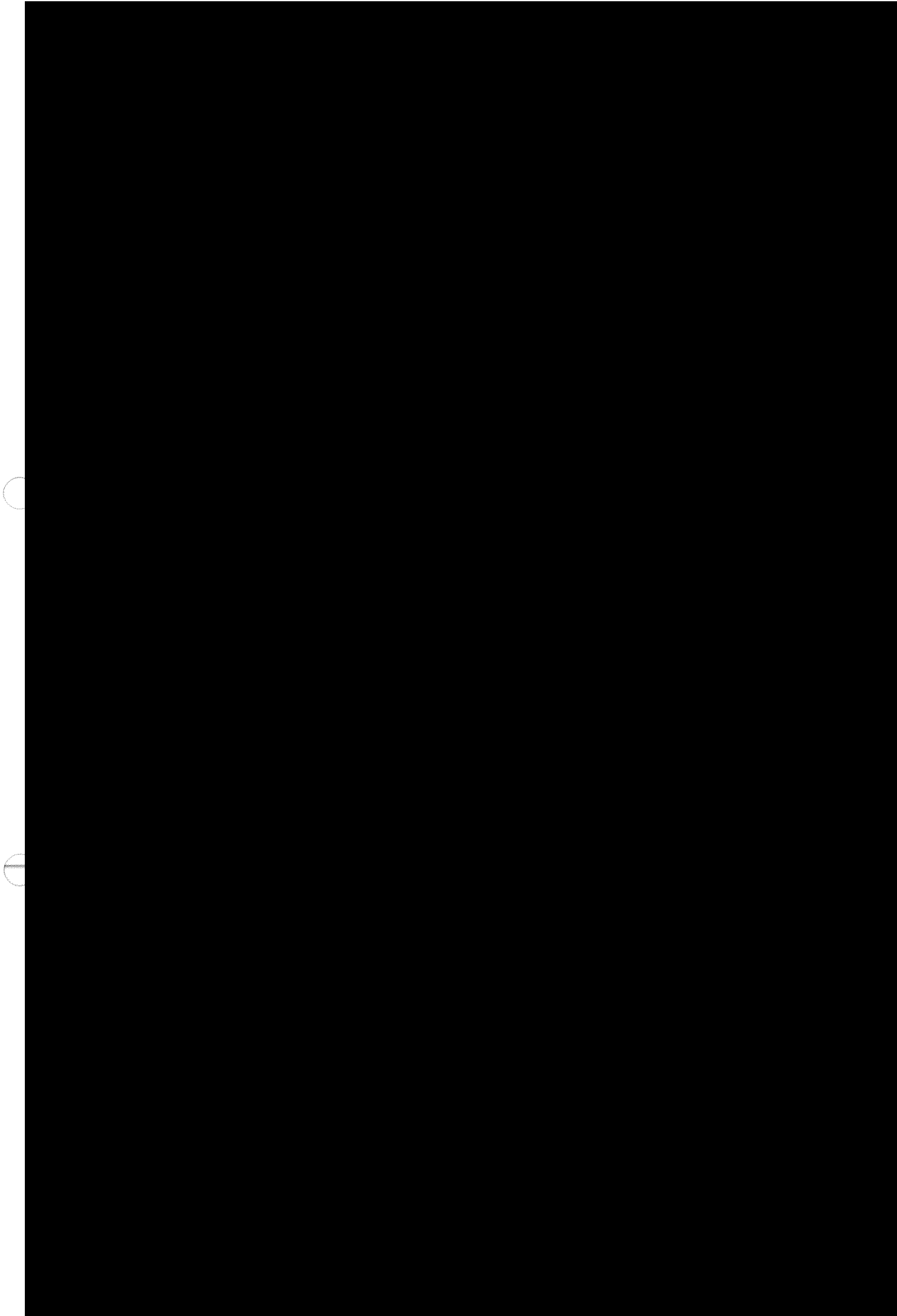


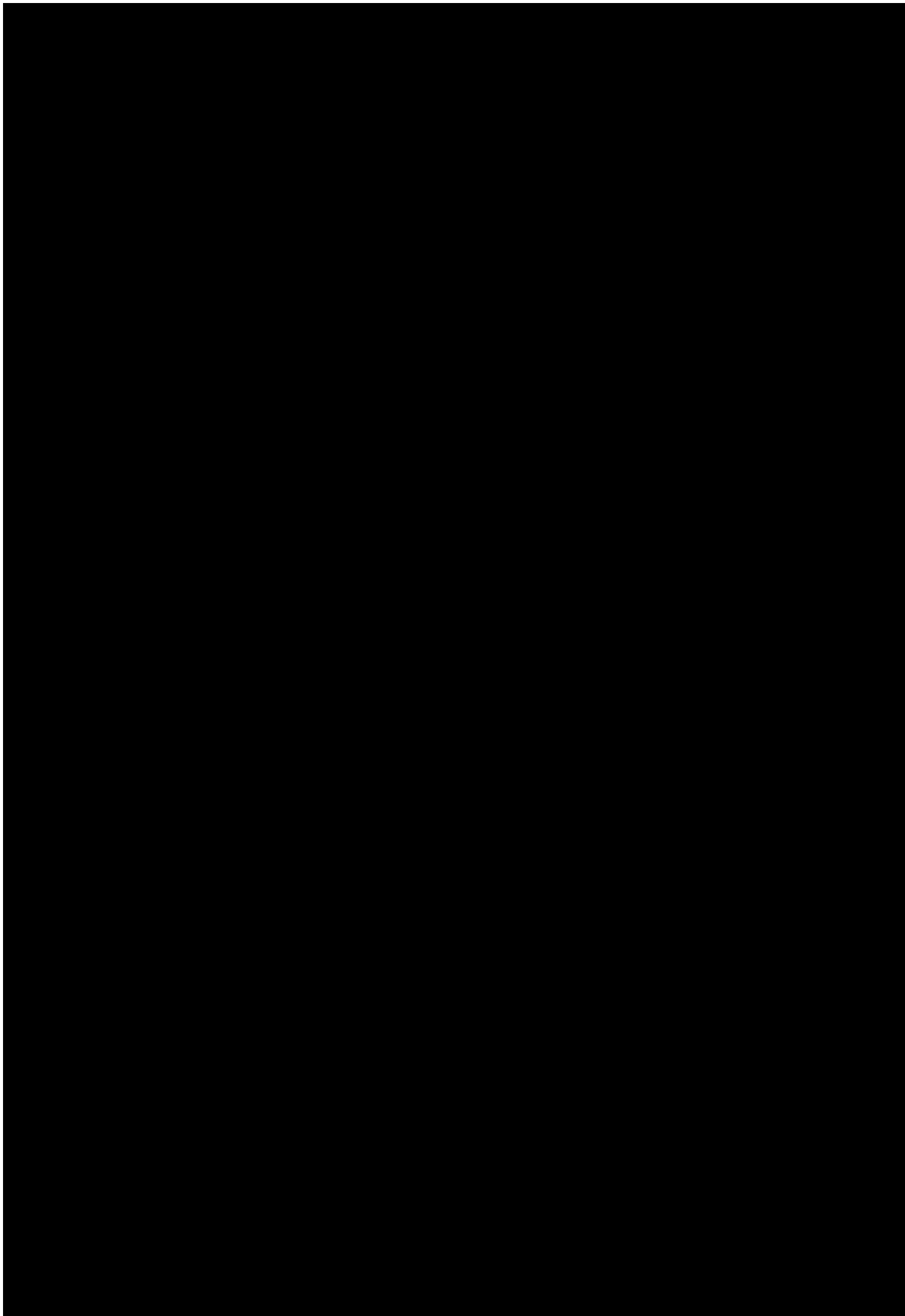


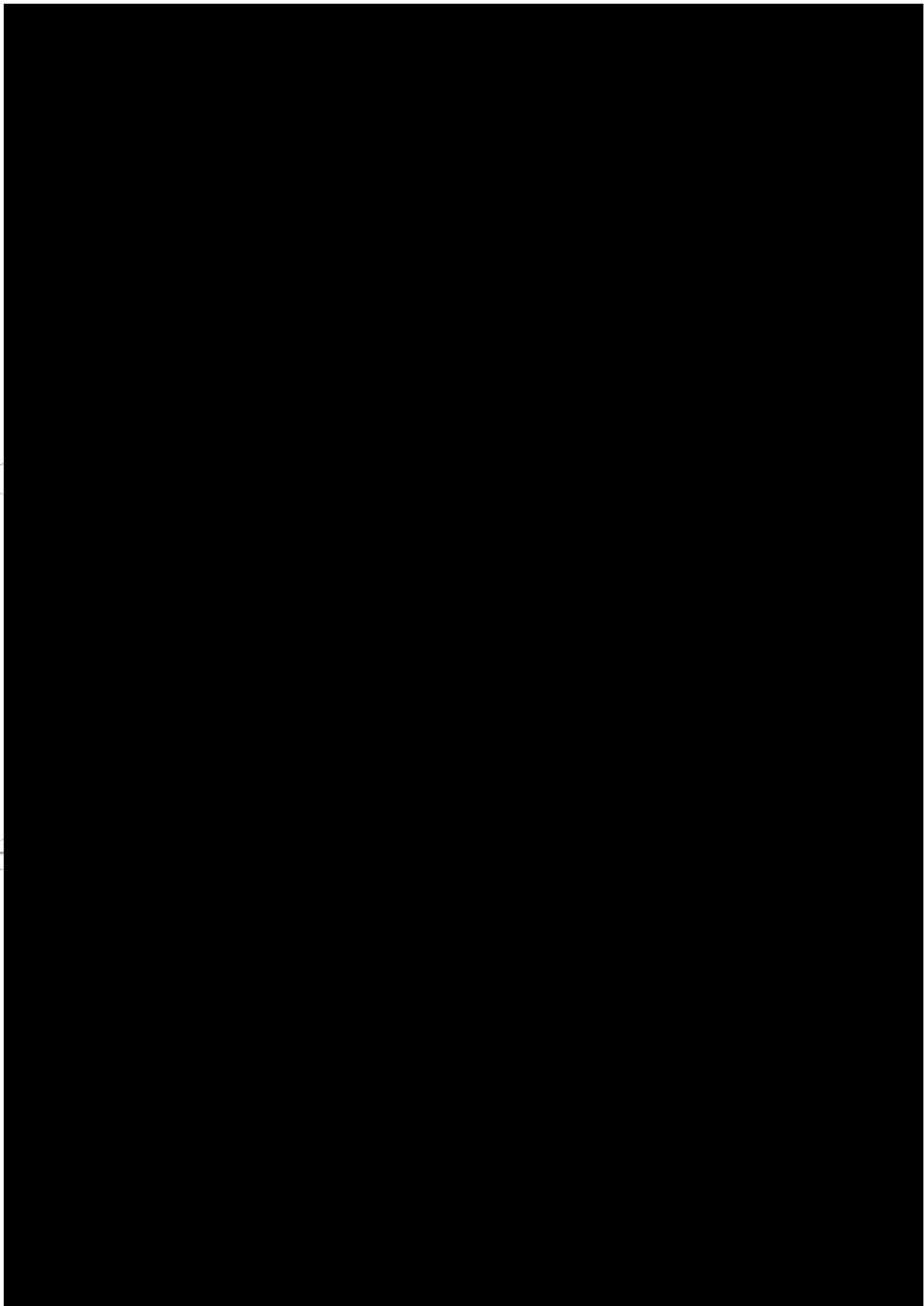


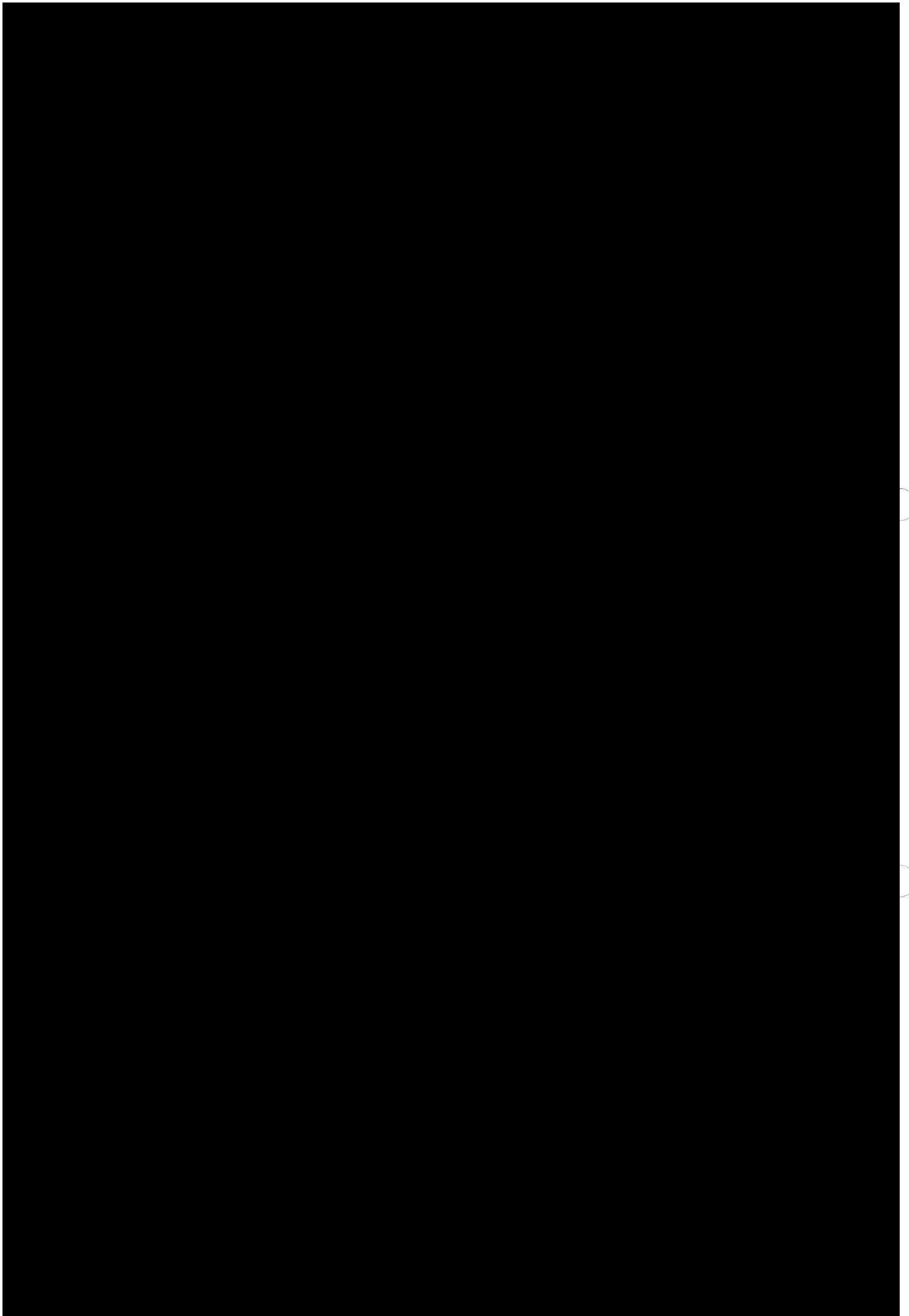




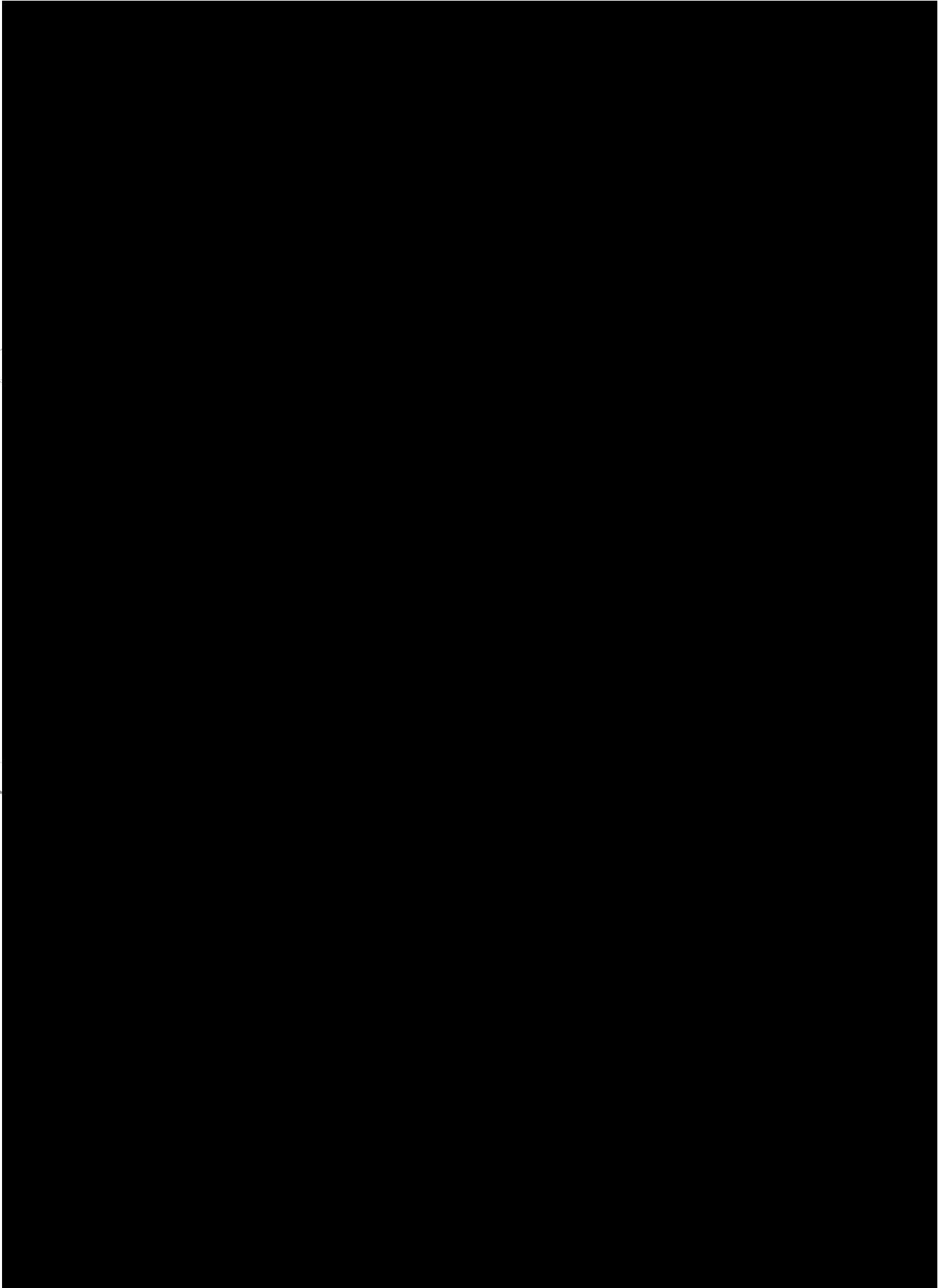




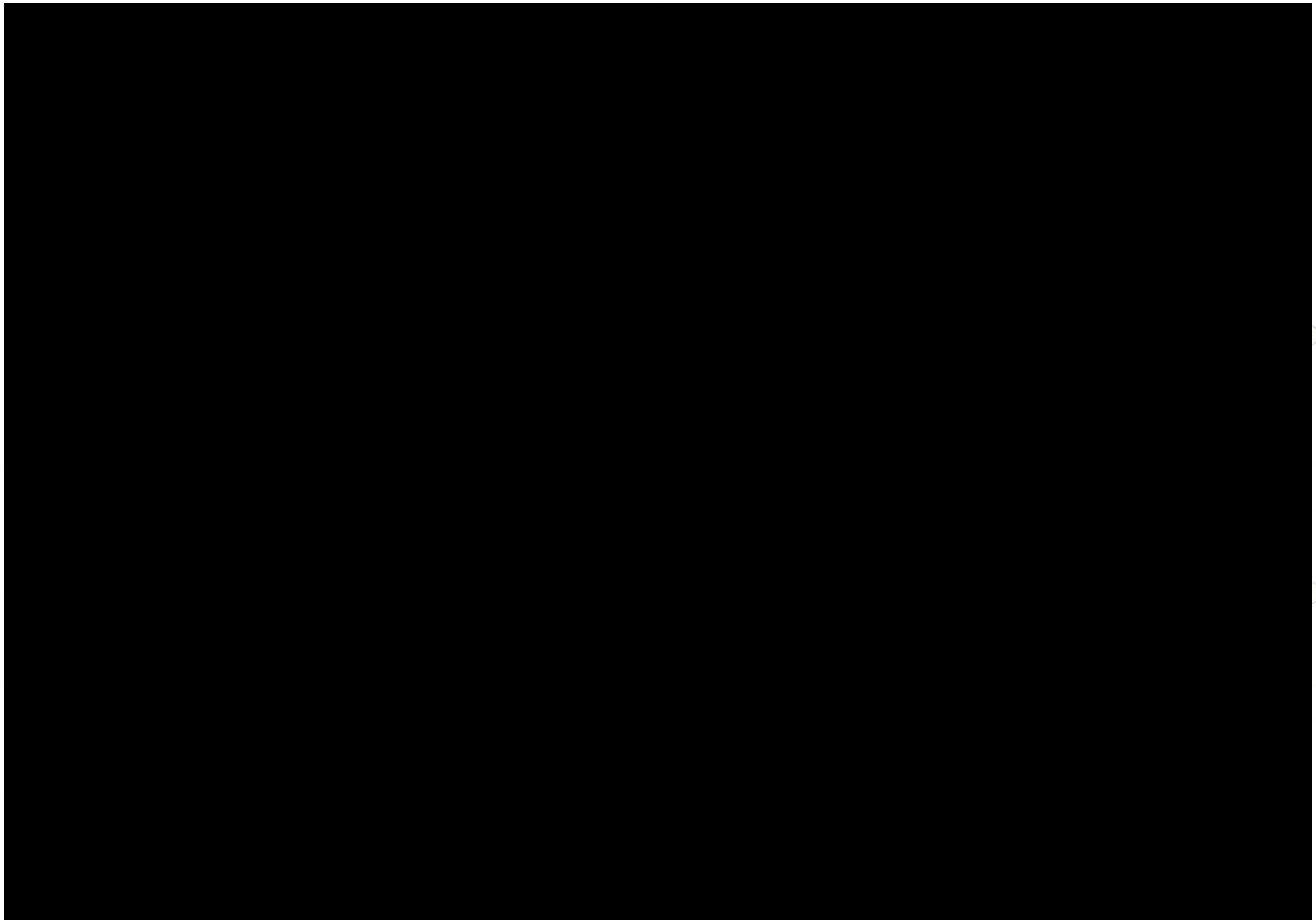


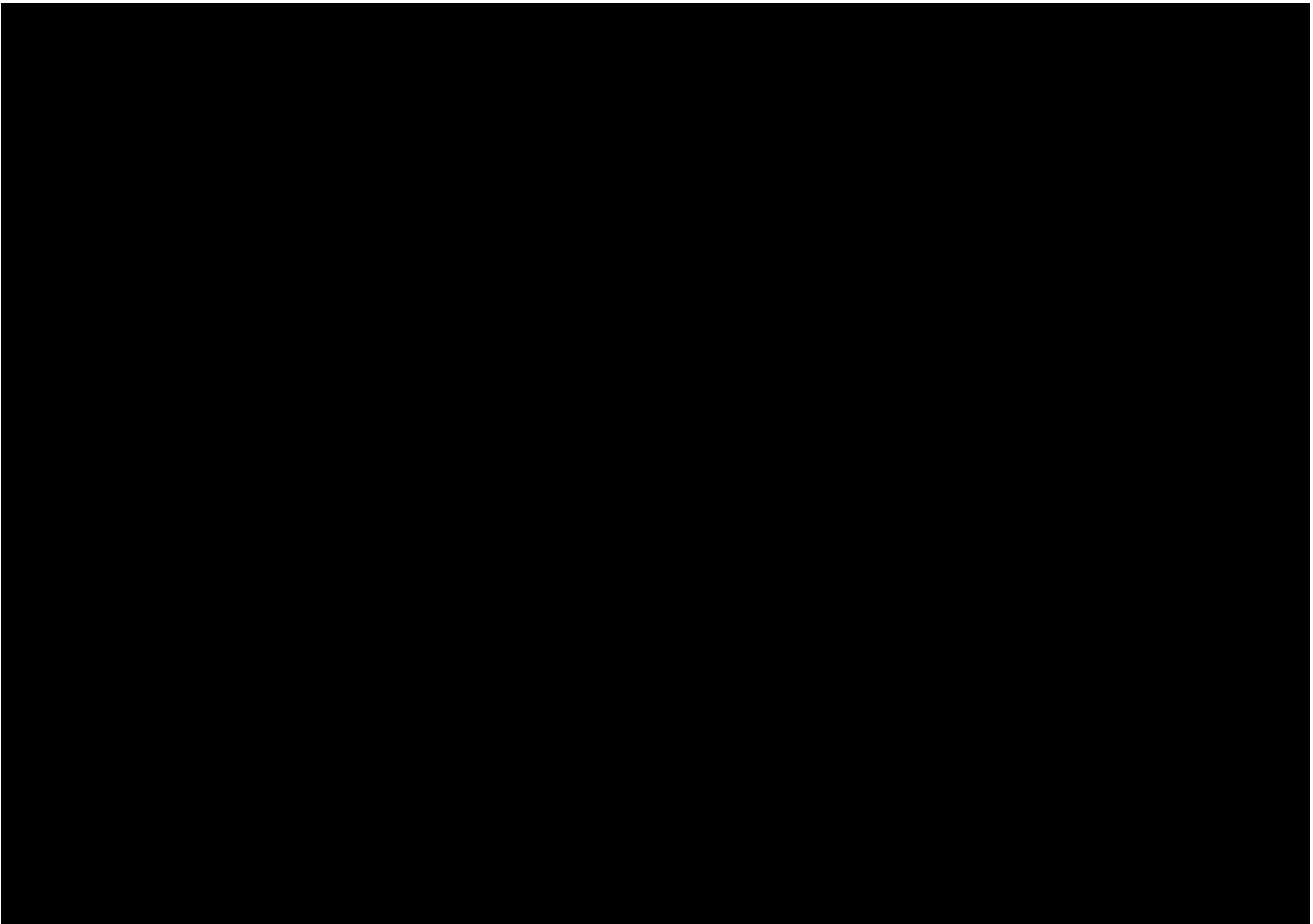


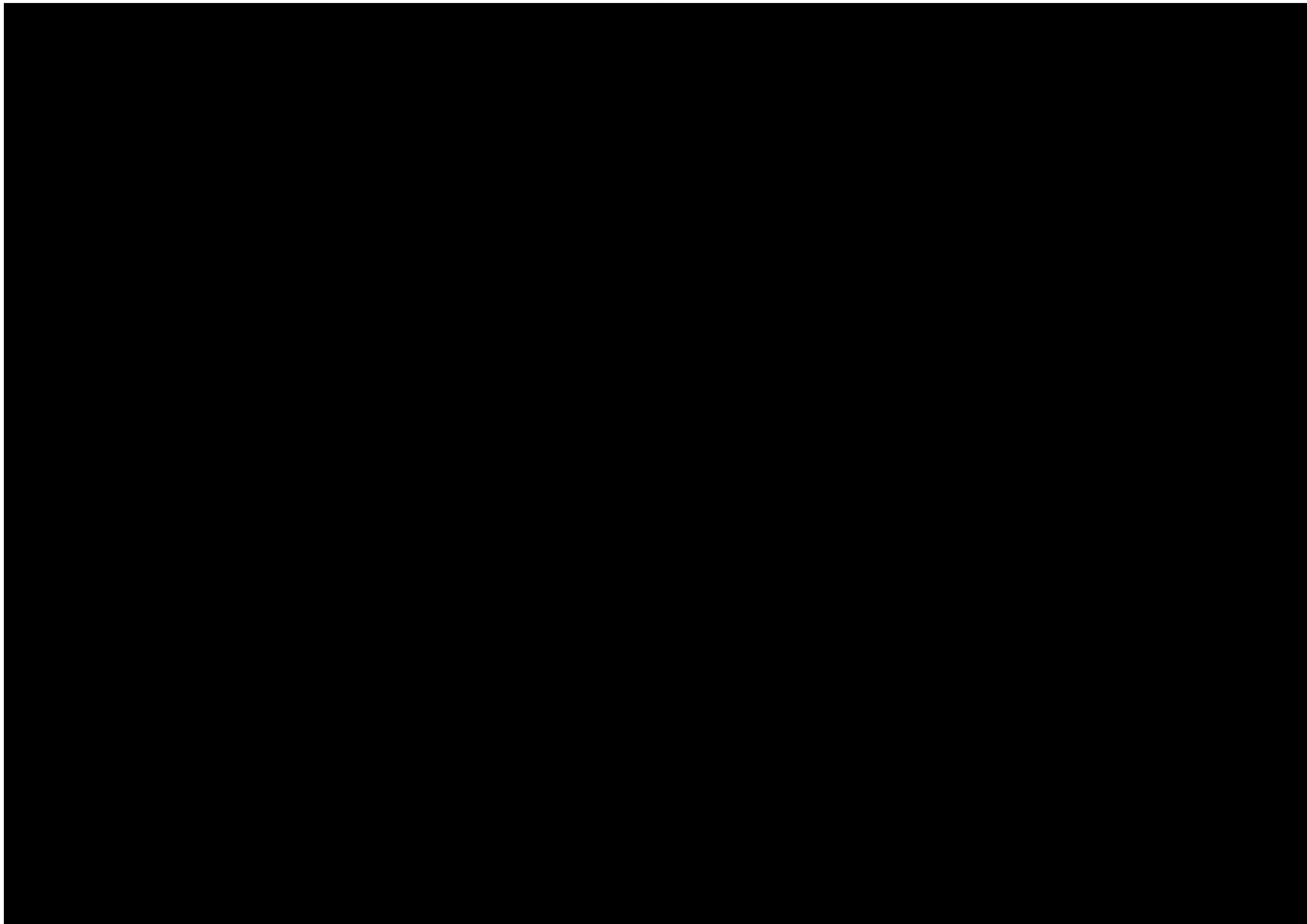
SCHEDULE D17. – WL CONTRACTOR’S INITIAL PROGRAM

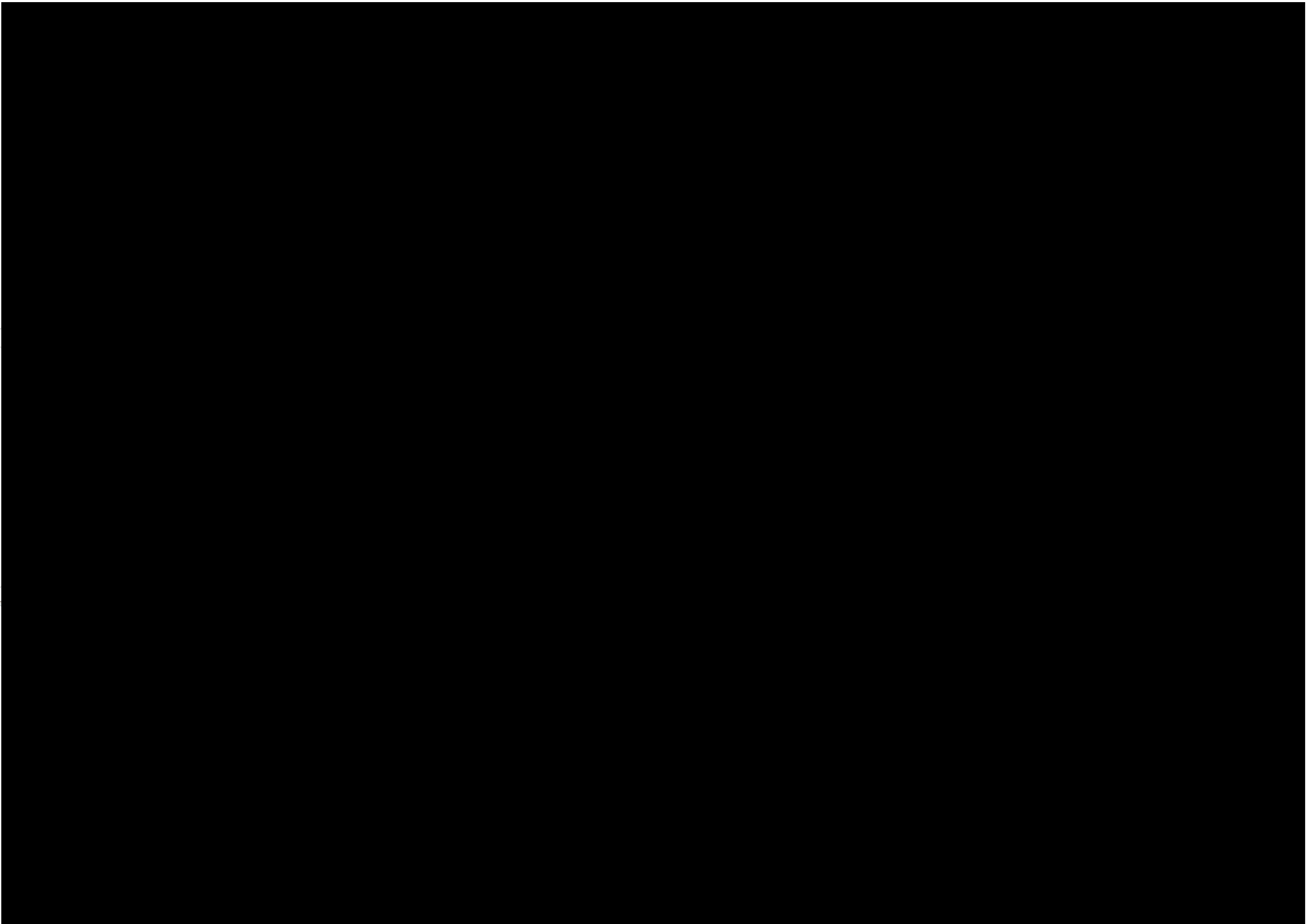












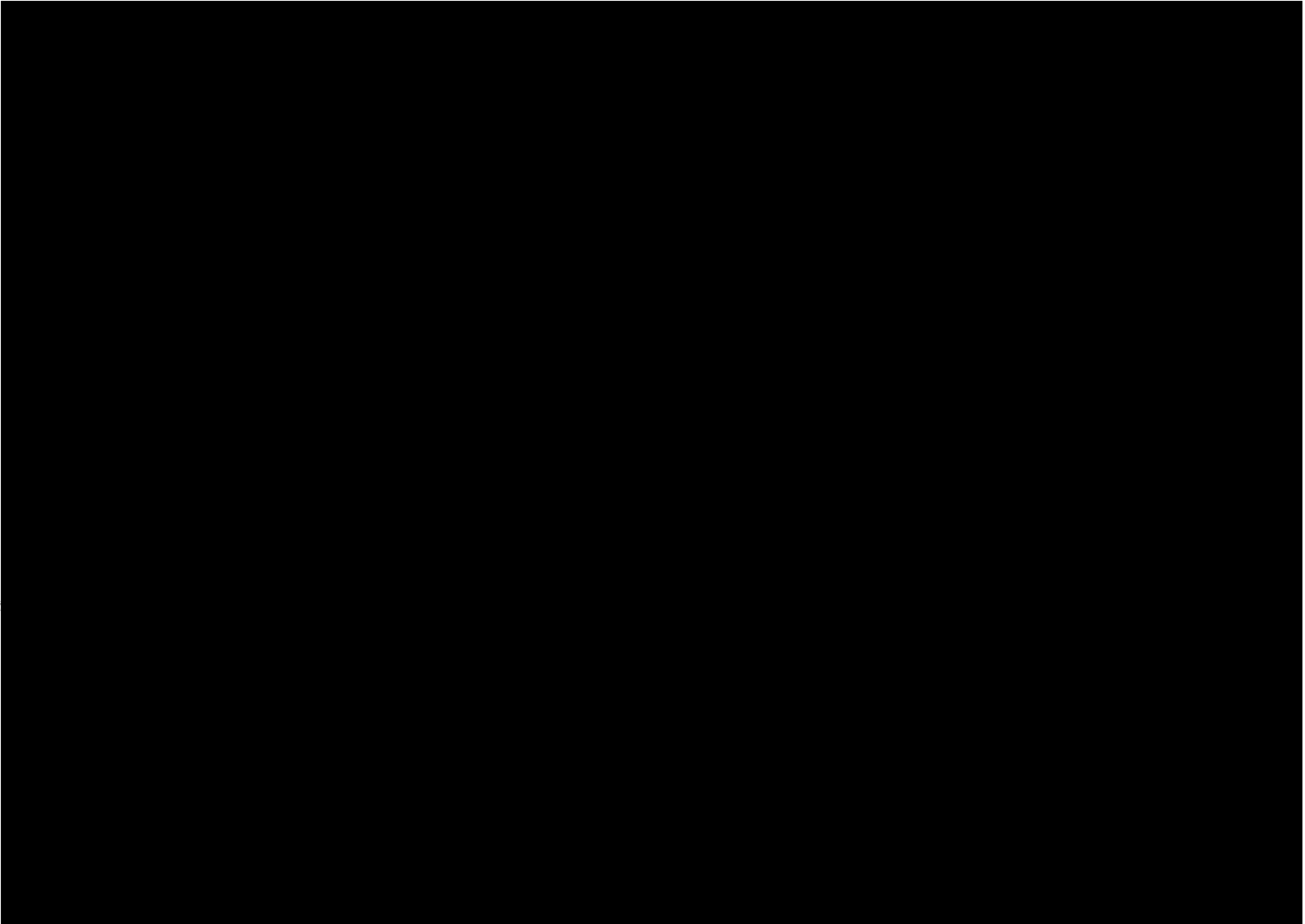
SCHEDULE D18. – ADJOINING PROPERTY EASEMENTS

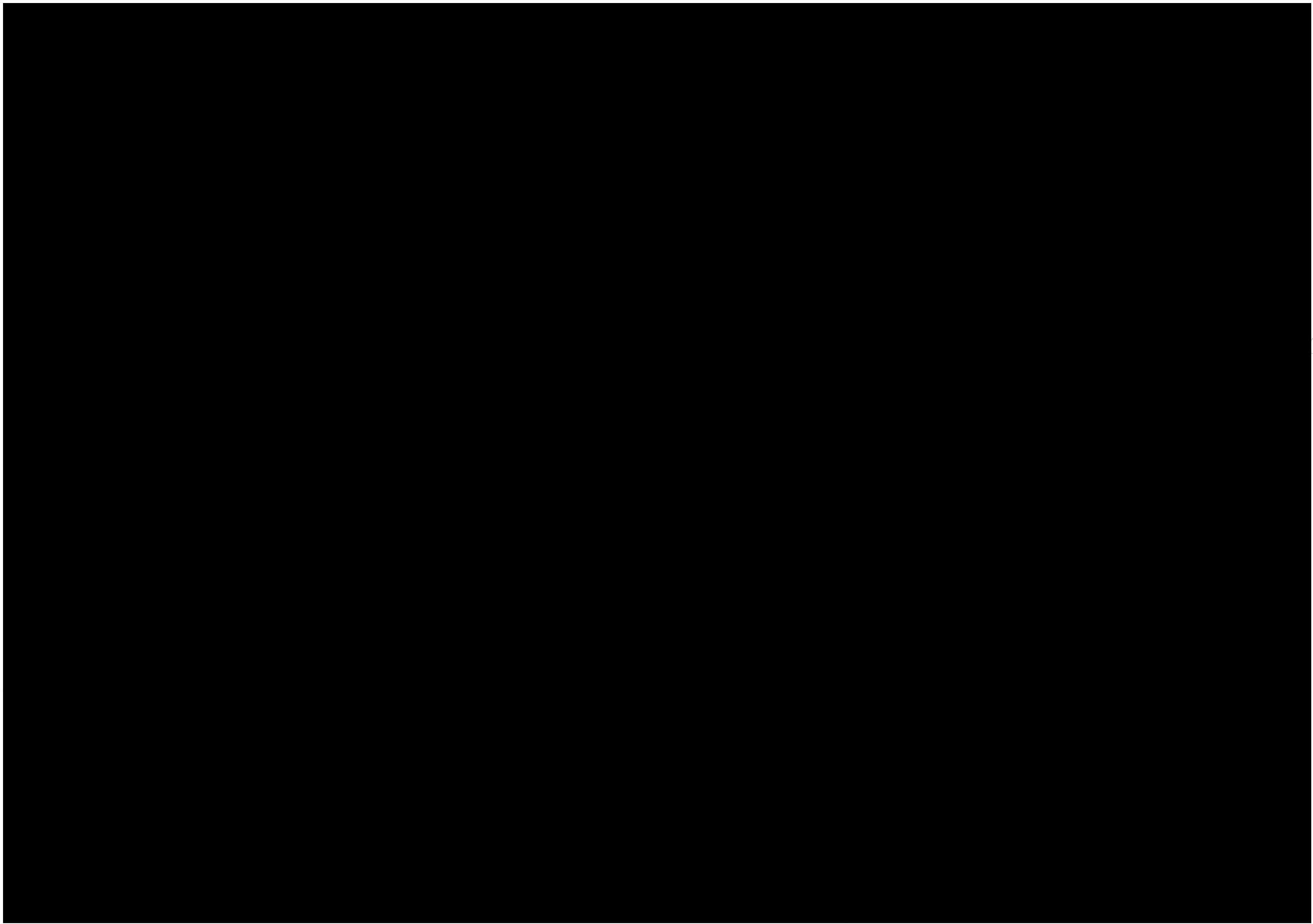
(Clause 13)

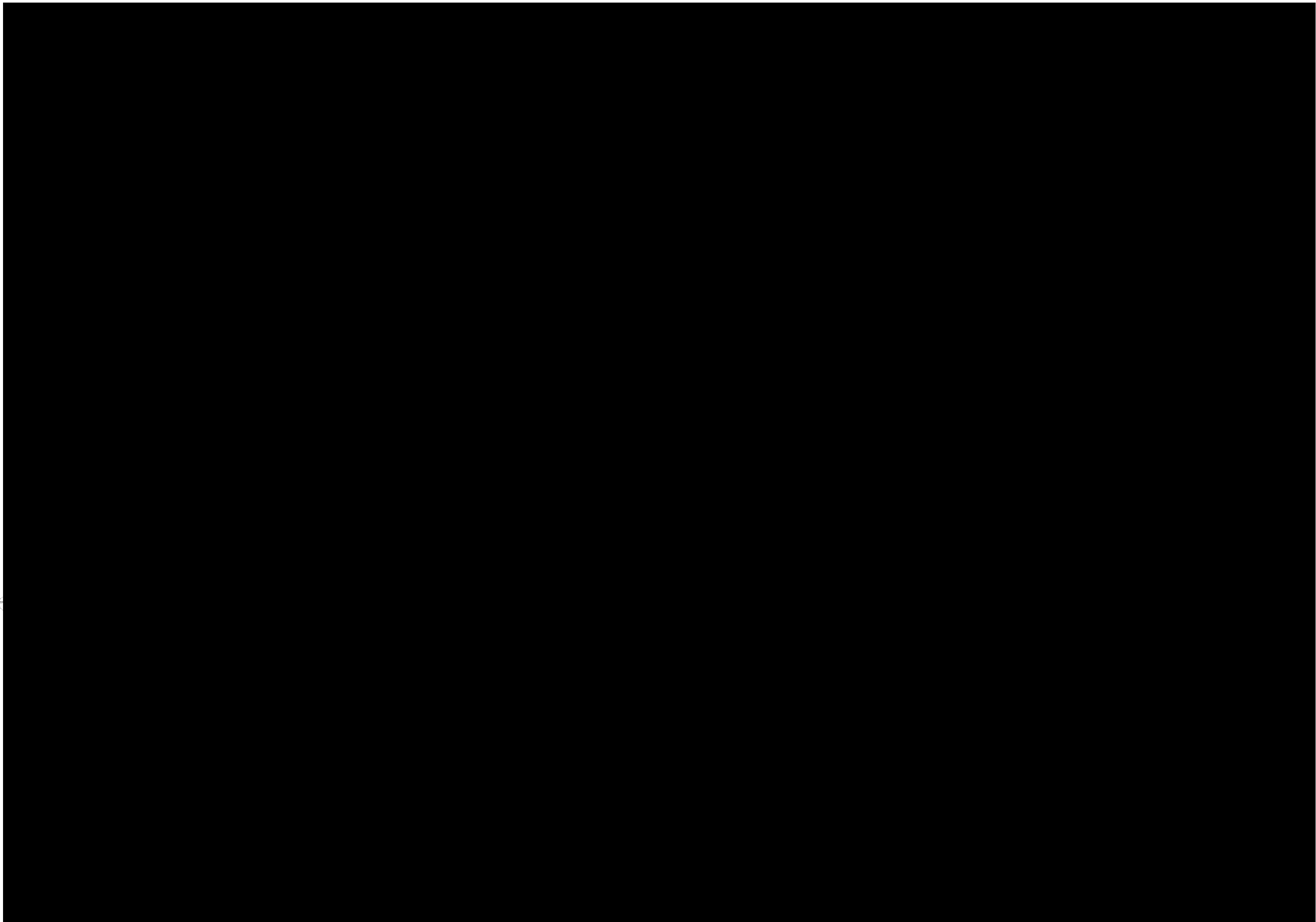
This Schedule D18 includes the documents which are referred to below and are included in Schedule F1 (*Electronic Files*) as electronic files:

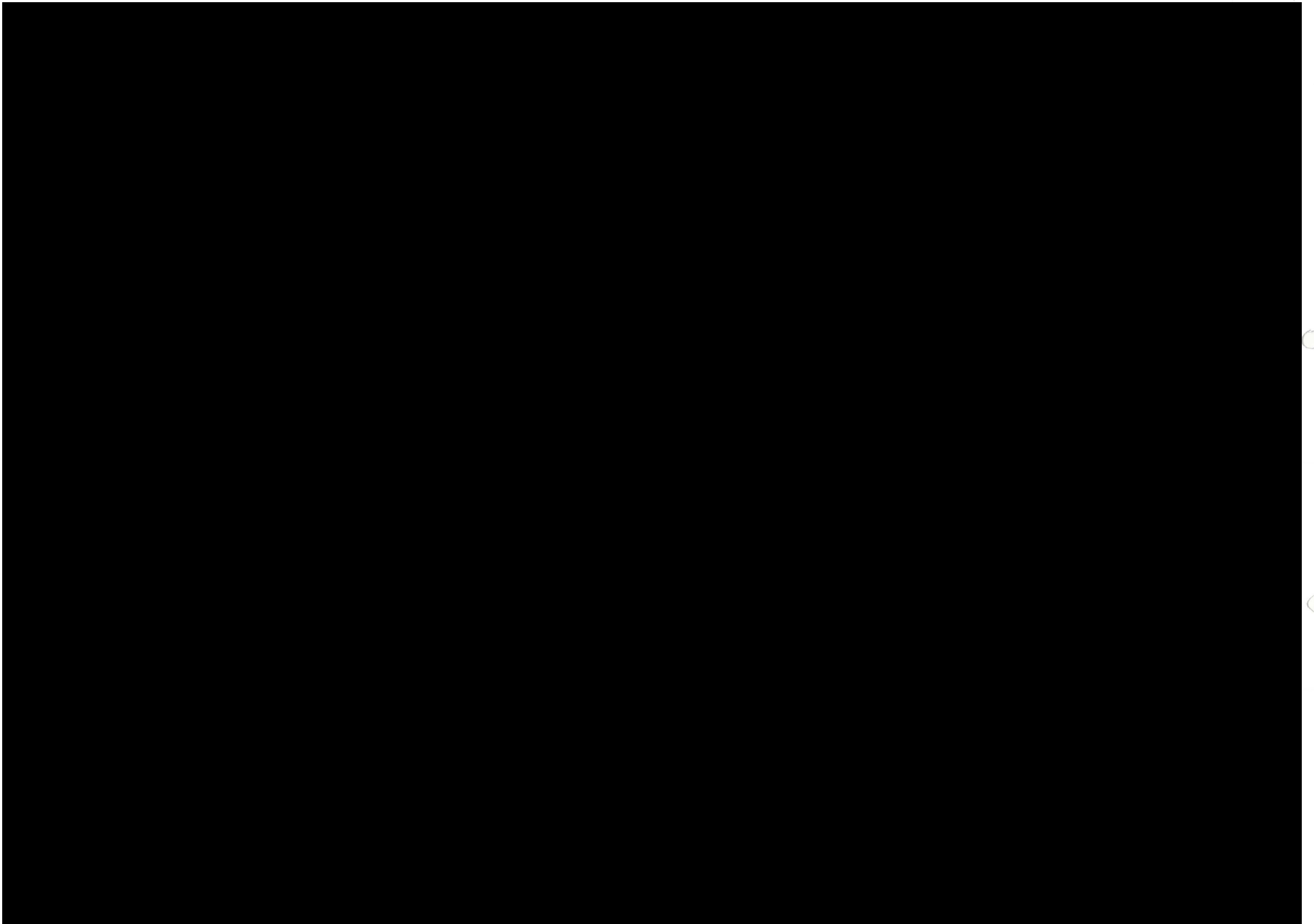
- Easement for Rock Anchors over part Lot 1 in Deposited Plan 33293 – 122 Wellington Street, Waterloo (Gazette Notice No. 32, 16 March 2018);
- Easement for Rock Anchors over part Lot 2 in Deposited Plan 33293 – 124 Wellington Street, Waterloo (Gazette Notice No. 32, 16 March 2018);
- Easement for Rock Anchors over part Lot 3 in Deposited Plan 33293 – 126 Wellington Street, Waterloo (Gazette Notice No. 32, 16 March 2018);
- Easement for Rock Anchors over part Lot 4 in Deposited Plan 33293 – 128 Wellington Street, Waterloo (Gazette Notice No. 32, 16 March 2018);
- Easement for Rock Anchors over part Lot 5 in Deposited Plan 33293 – 130 Wellington Street, Waterloo (Gazette Notice No. 32, 16 March 2018);
- Easement for Rock Anchors over part Lot 6 in Deposited Plan 33293 – 132 Wellington Street, Waterloo (Gazette Notice No. 32, 16 March 2018);
- Easement for Rock Anchors over part Lot 7 in Deposited Plan 33293 – 134 Wellington Street, Waterloo (Gazette Notice No. 32, 16 March 2018);
- Easement for Rock Anchors over part Lot 12 in Deposited Plan 1186738 – 136 Wellington Street, Waterloo (Gazette Notice No. 32 dated 16 March 2018);
- Easement for Rock Anchors over part Lot 11 in Deposited Plan 1186738 – 123 Botany Road, Waterloo (Gazette Notice No. 32, 16 March 2018);
- Easement for Rock Anchors over part Lot 1 in Deposited Plan 738593 – 125-131 Raglan Street, Waterloo (Gazette Notice No. 32, 16 March 2018); and
- Easement for Rock Anchors over part of Raglan Street, Waterloo, Cope Street, Waterloo, and Wellington Street, shown marked "(E)" on Plan of Acquisition Surveyors Reference PR124856-DP-19-ESMT, Waterloo (Gazette Notice No. 111, 29 September 2017).



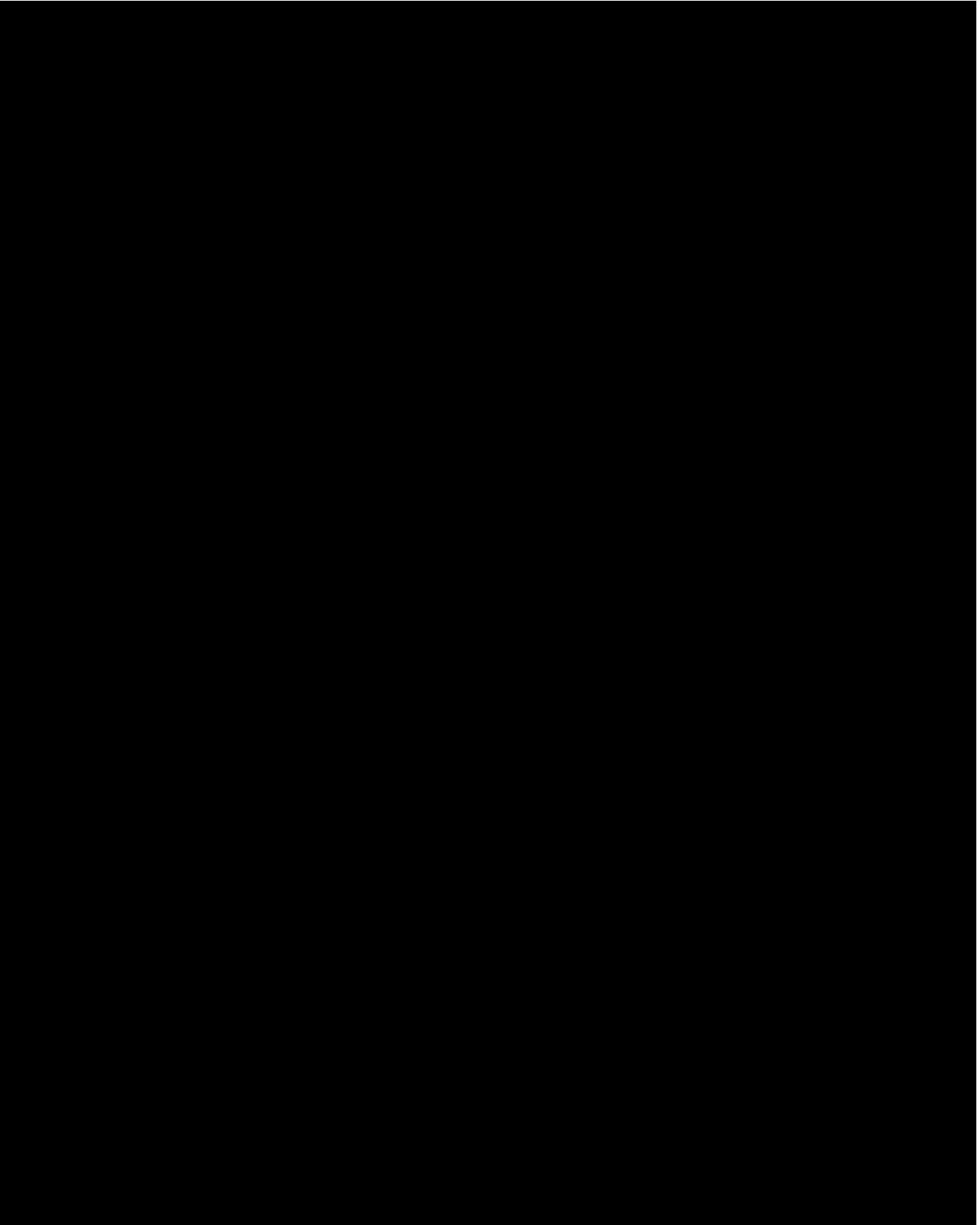


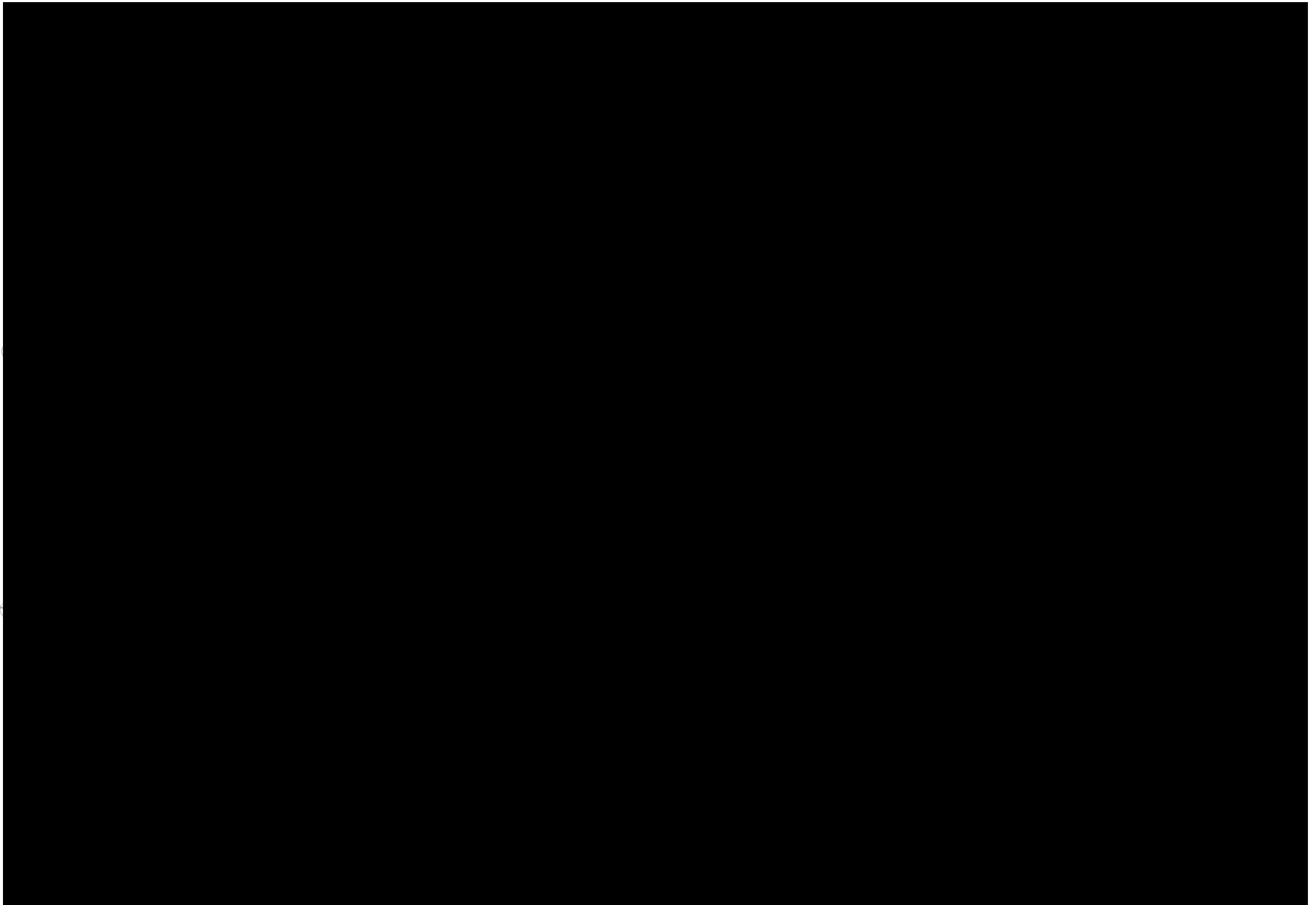




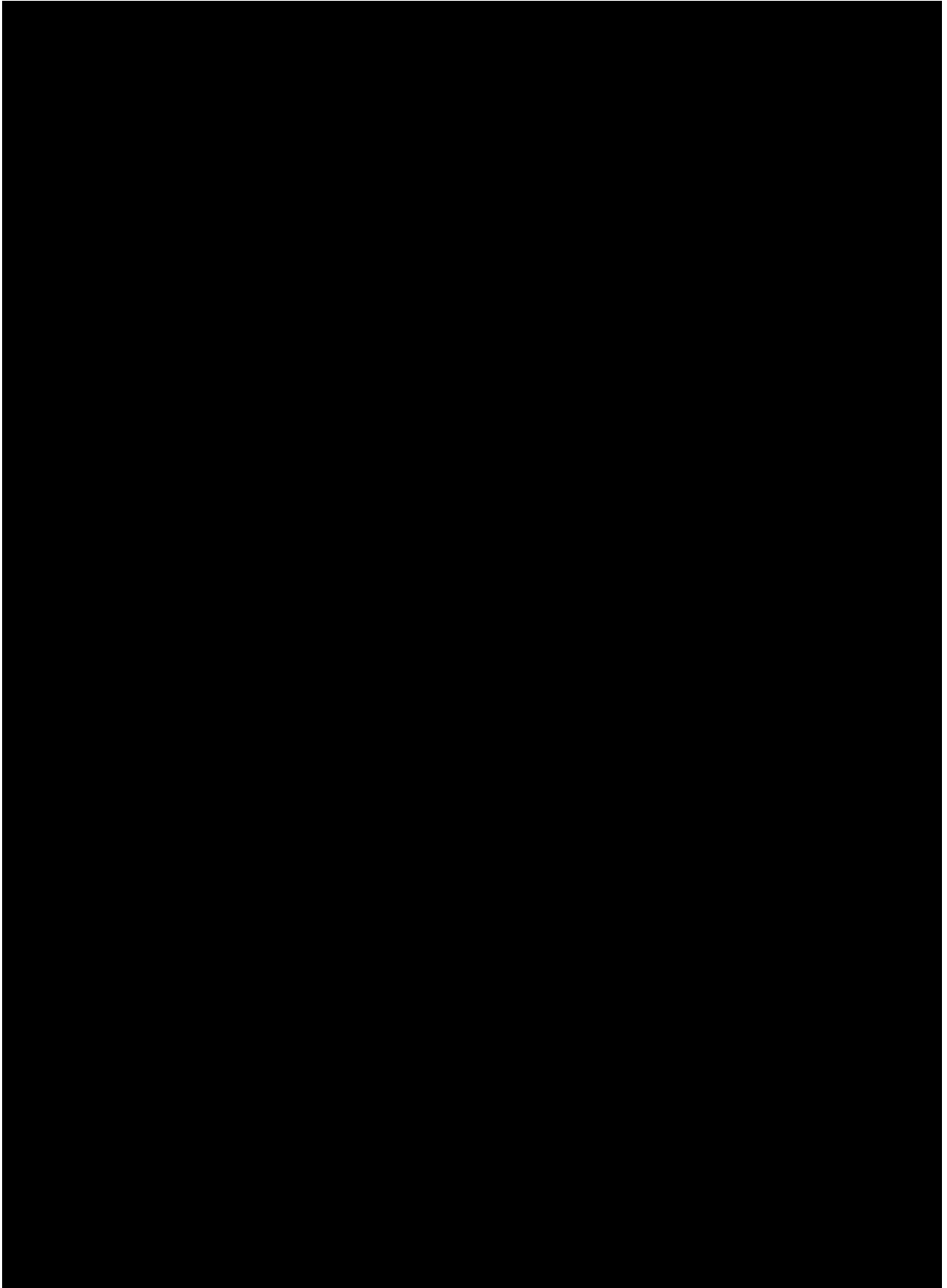


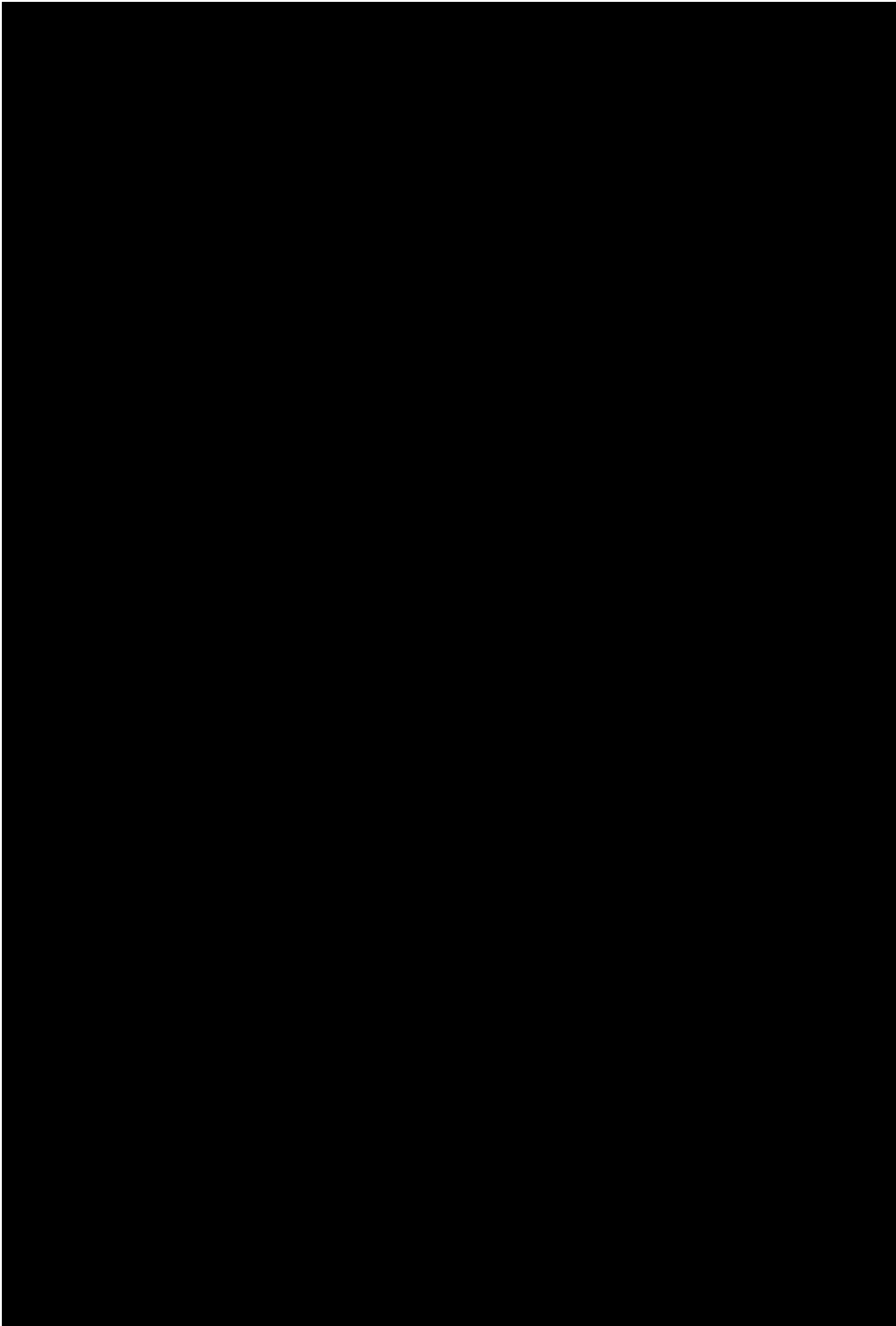
SCHEDULE E1. – CONTRACT SUM SCHEDULE

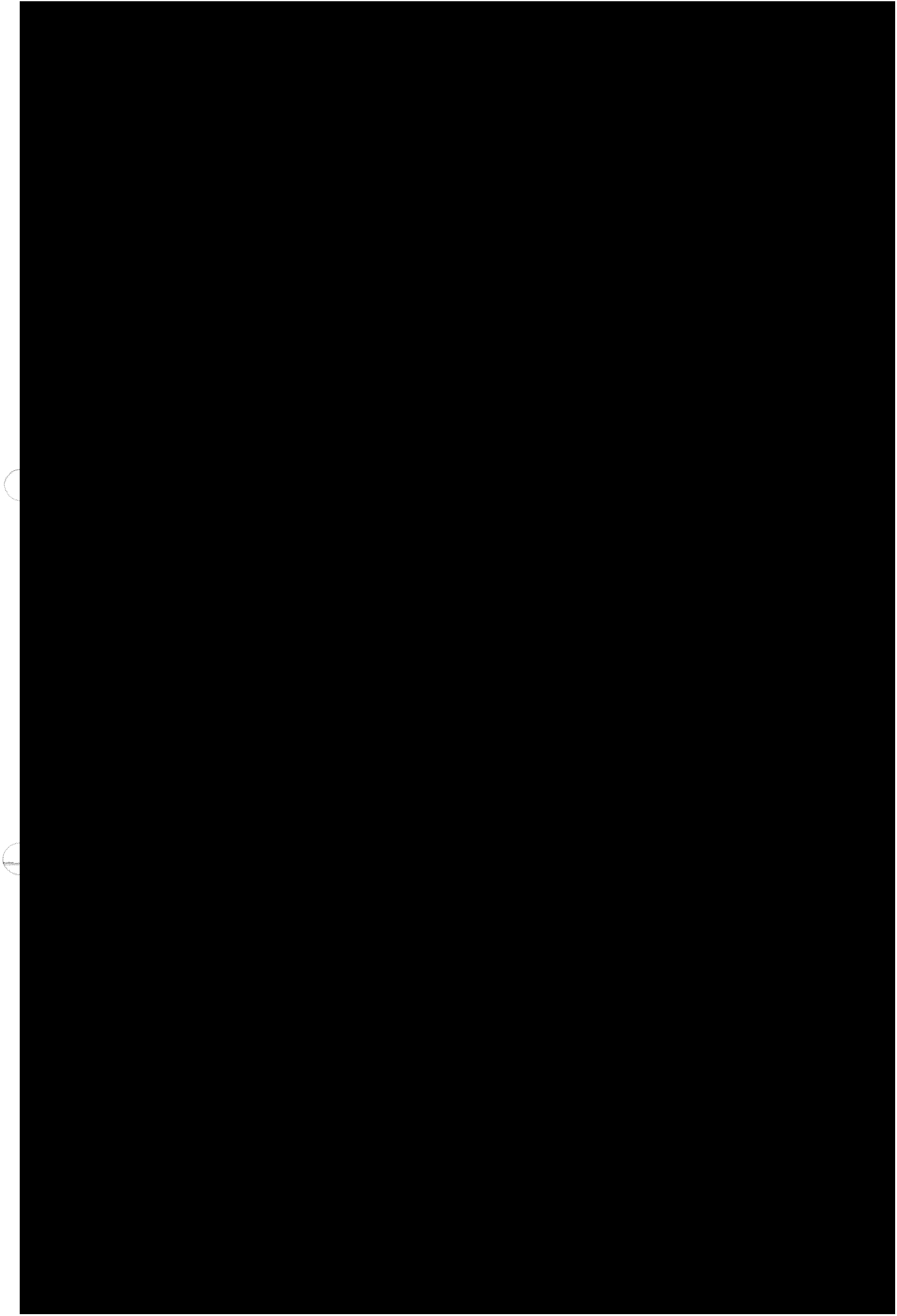


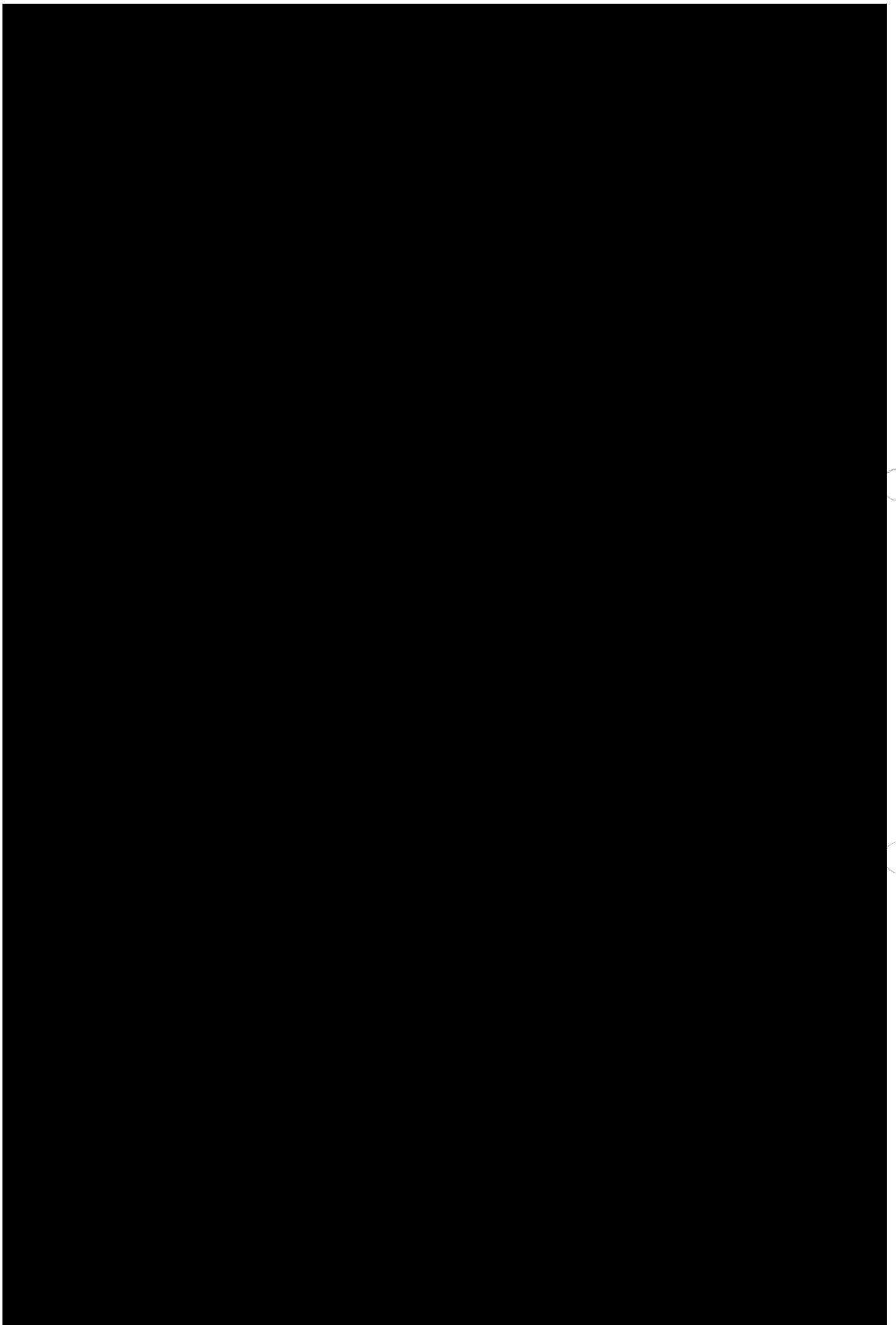


SCHEDULE E2. – PERFORMANCE INCENTIVE PAYMENT SCHEDULE

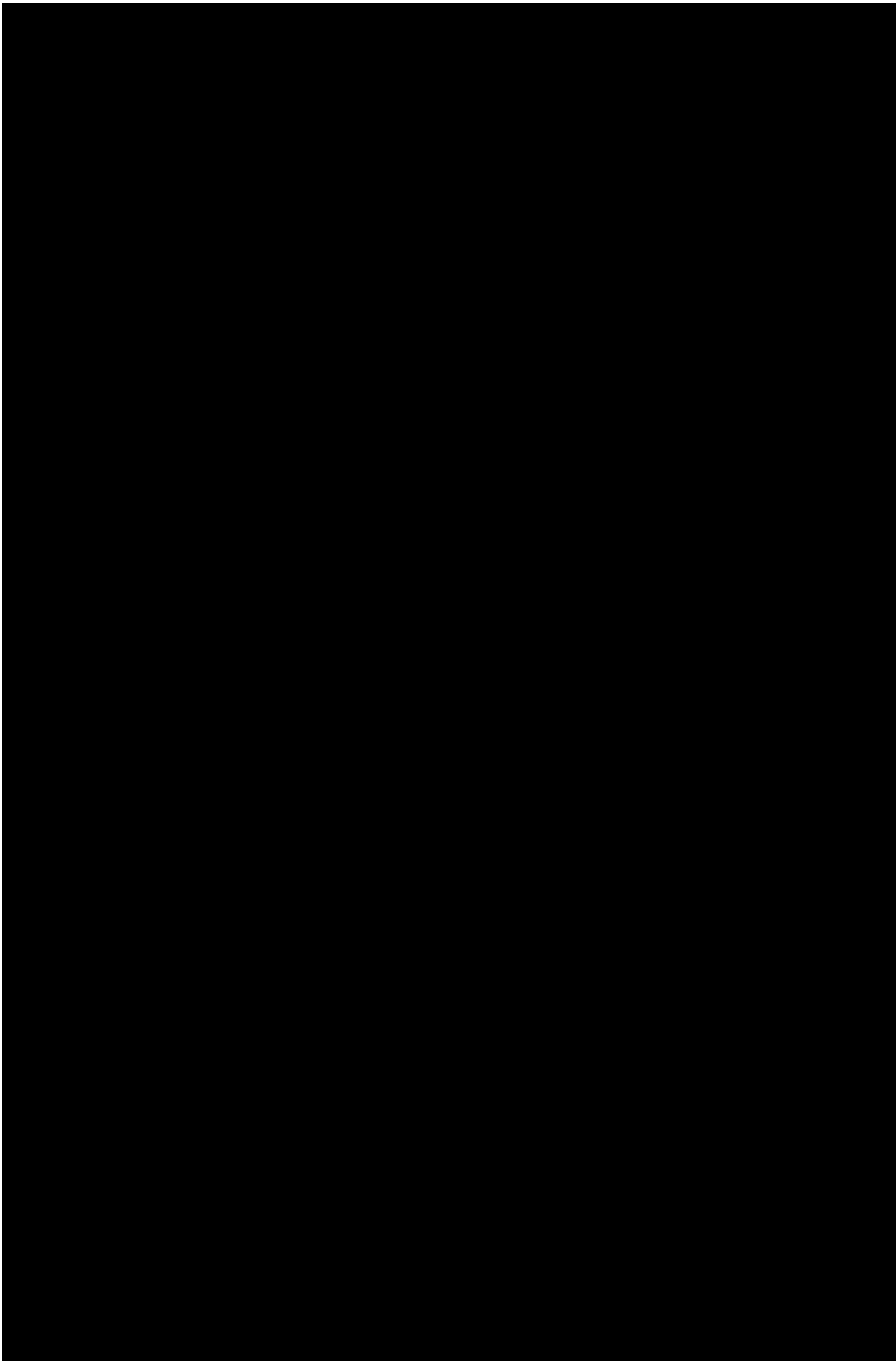


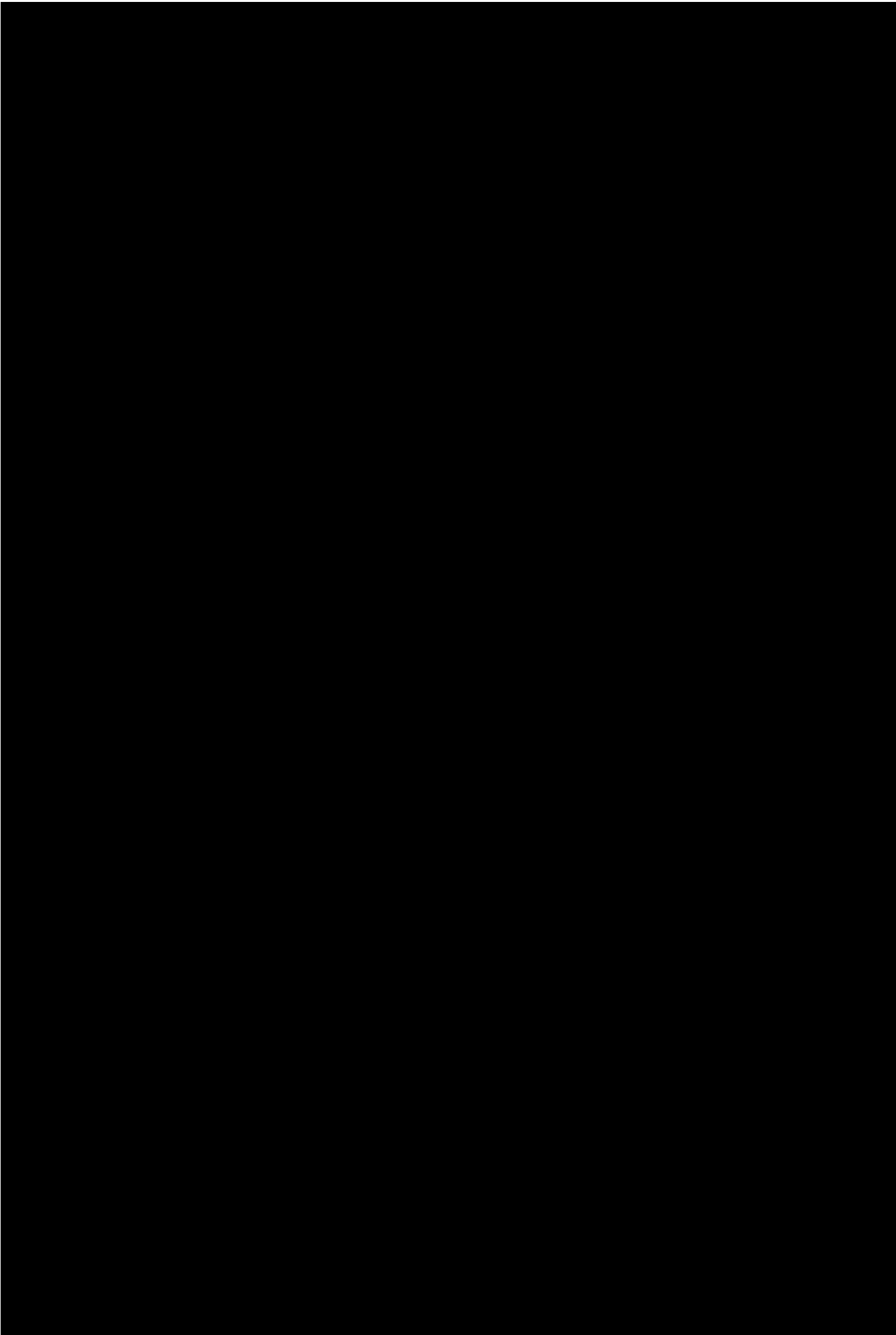


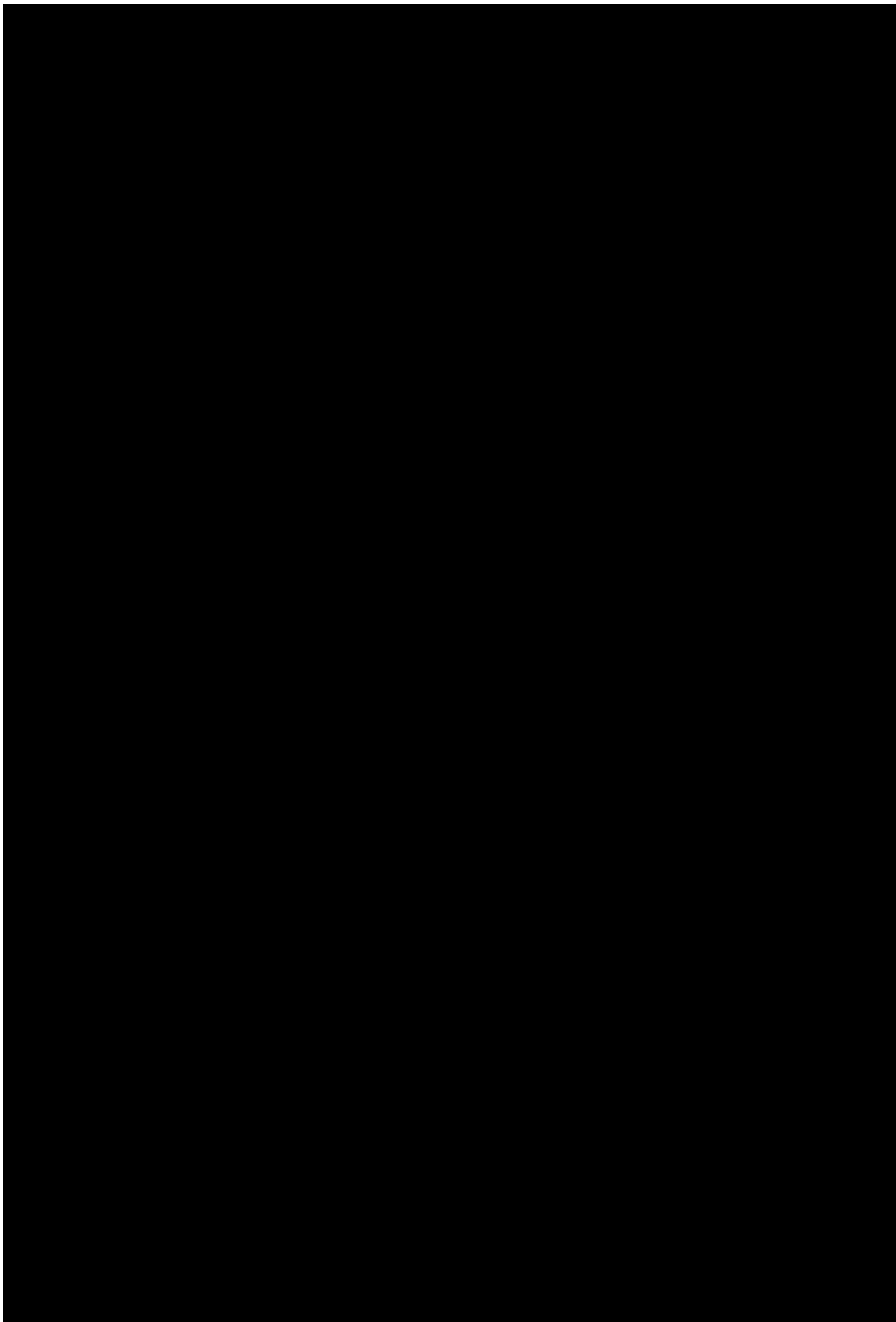


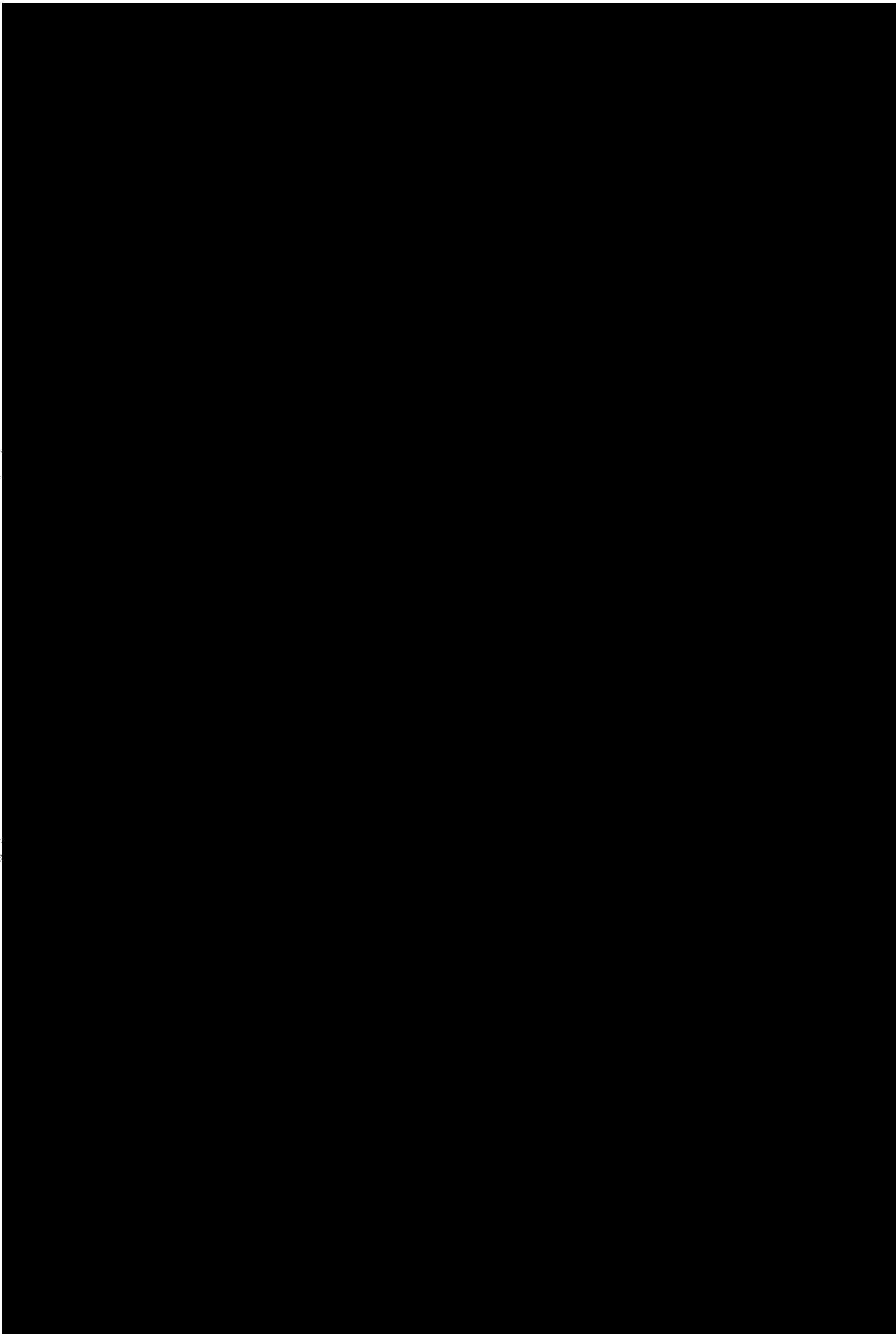


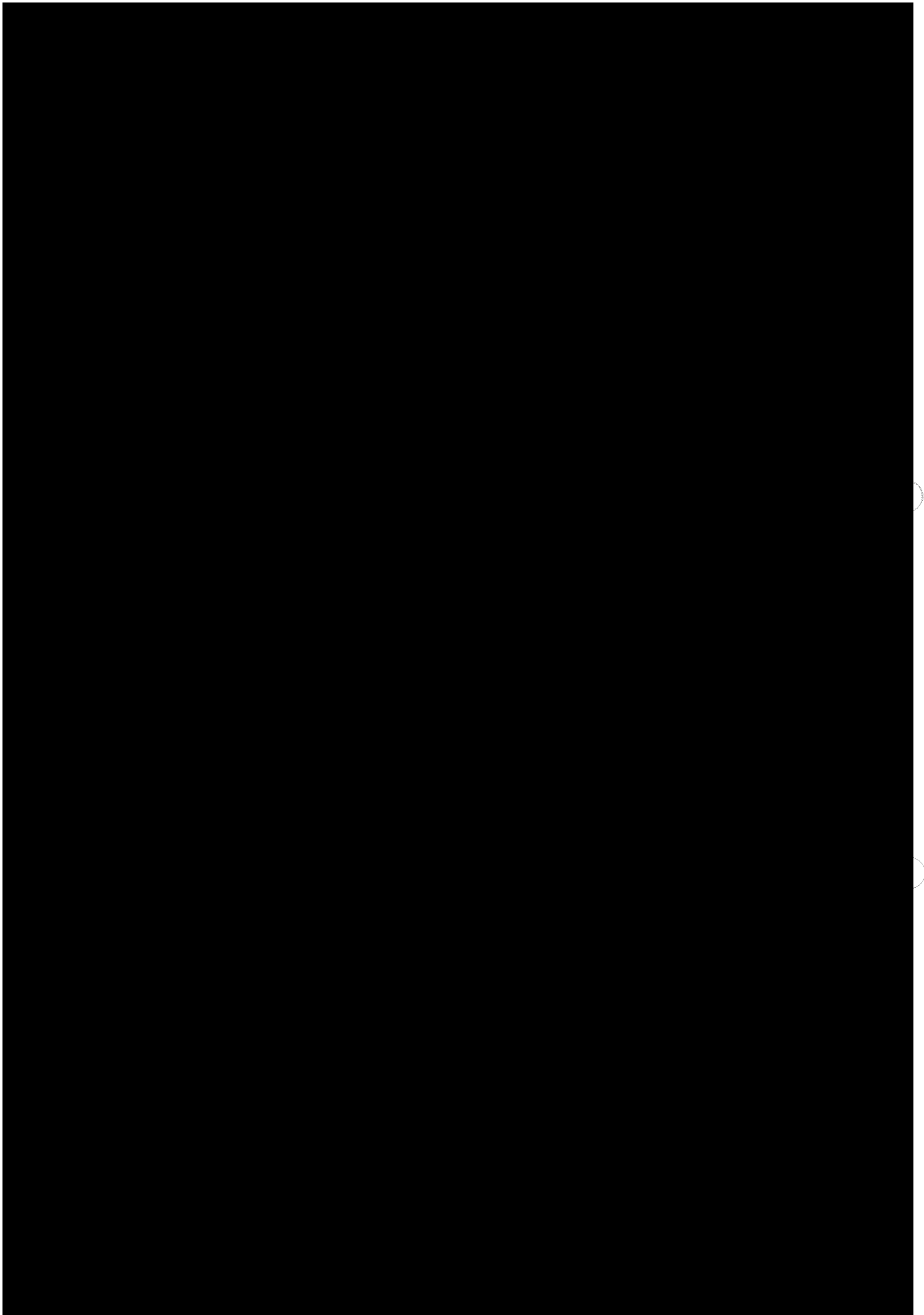


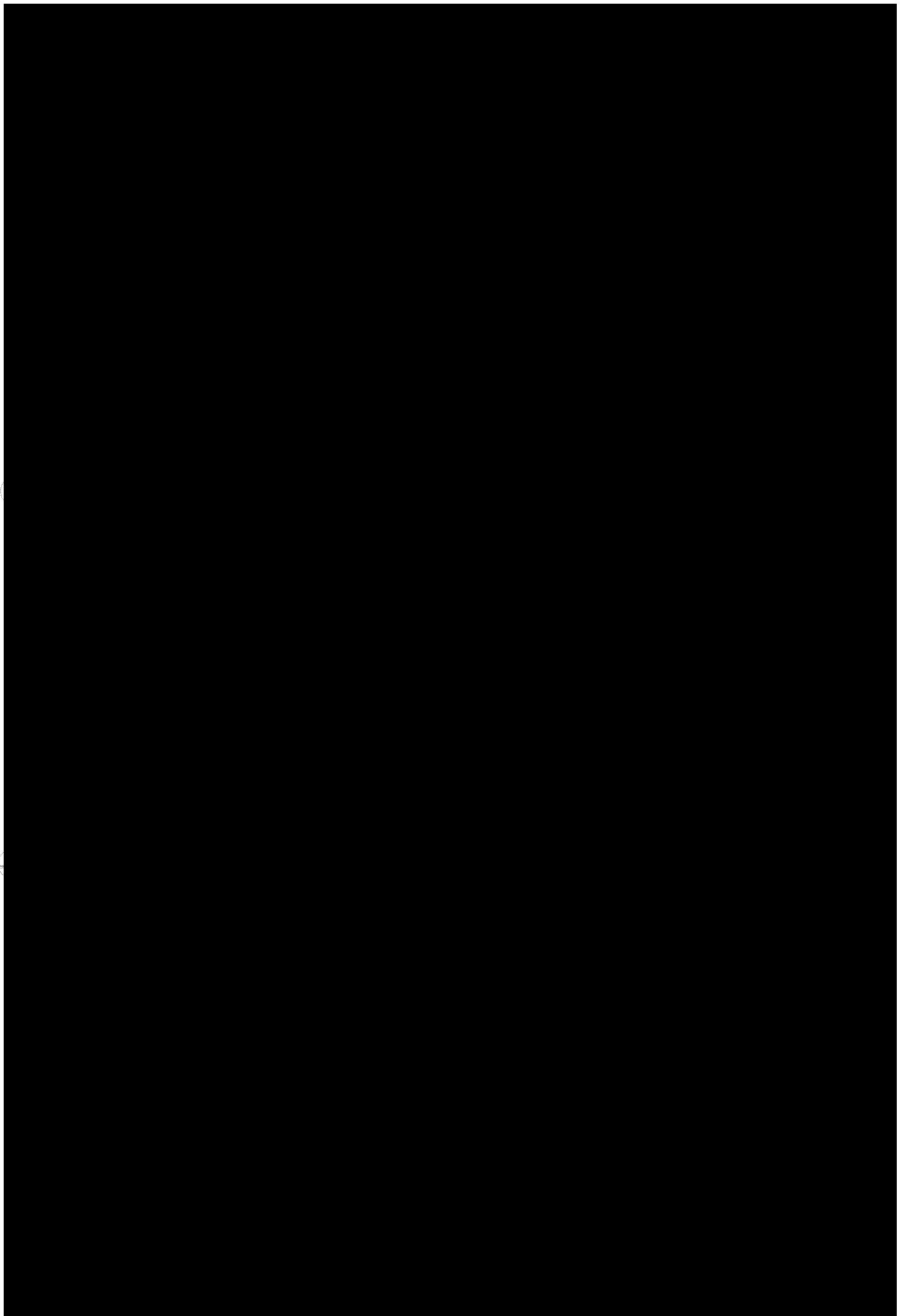


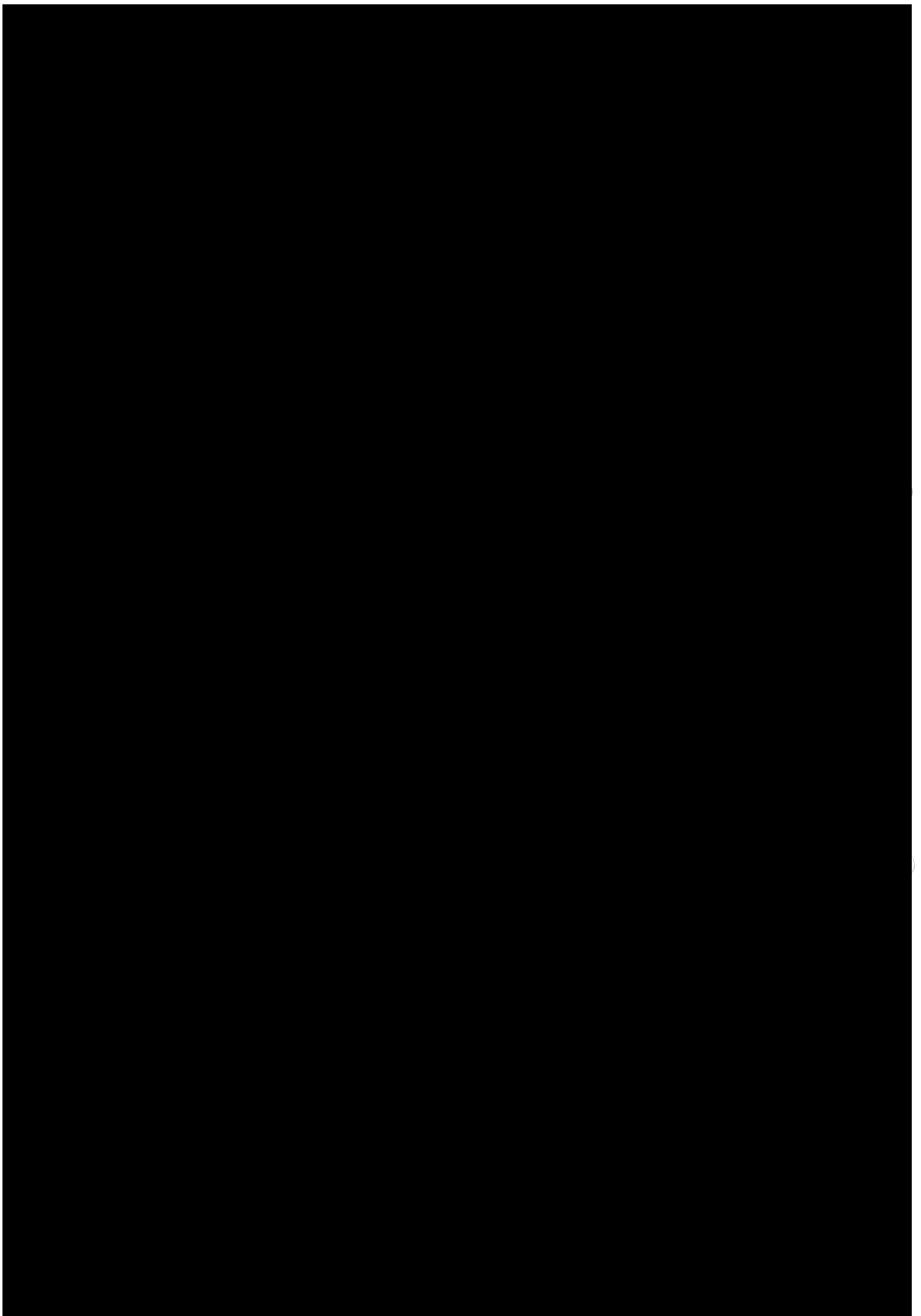




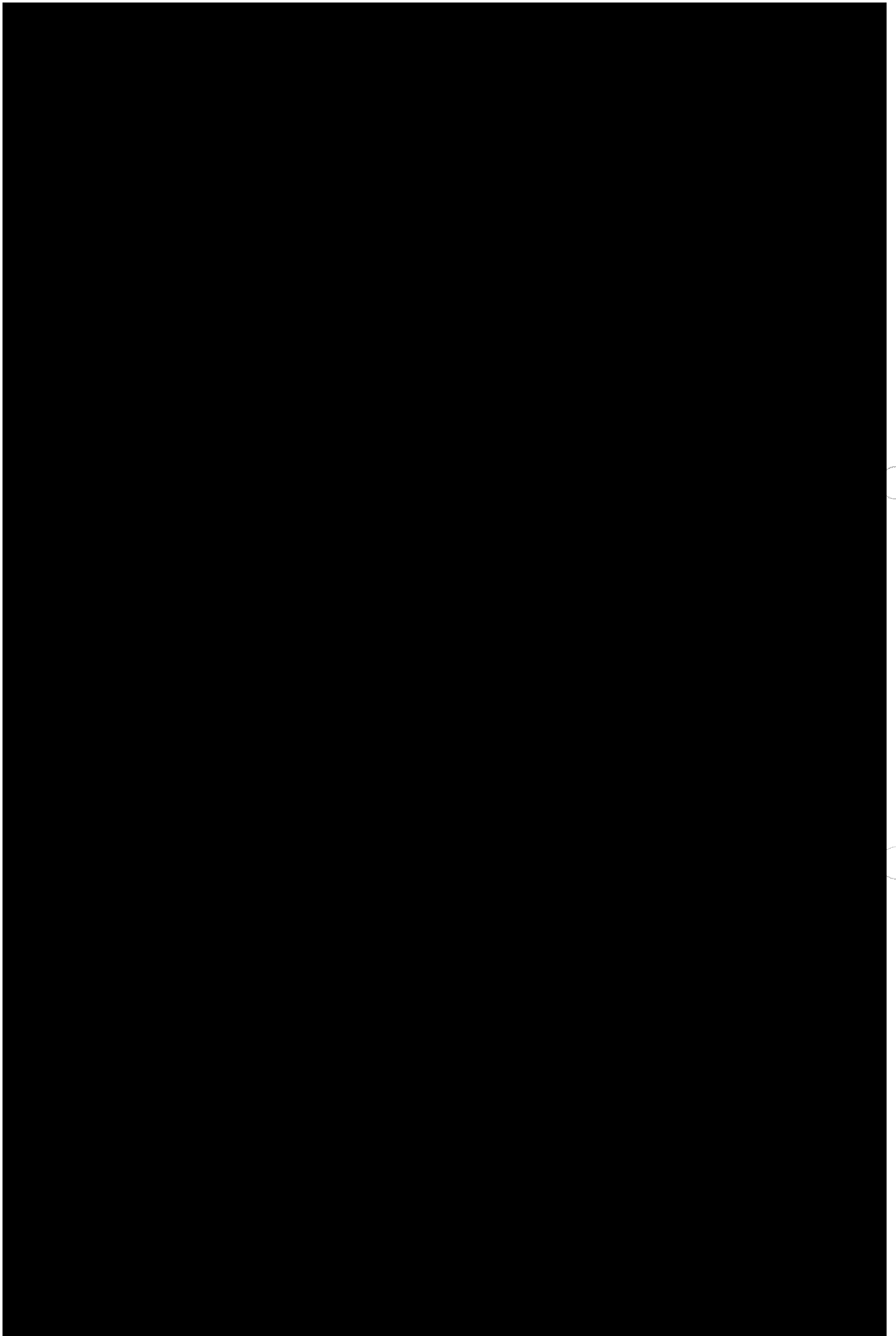


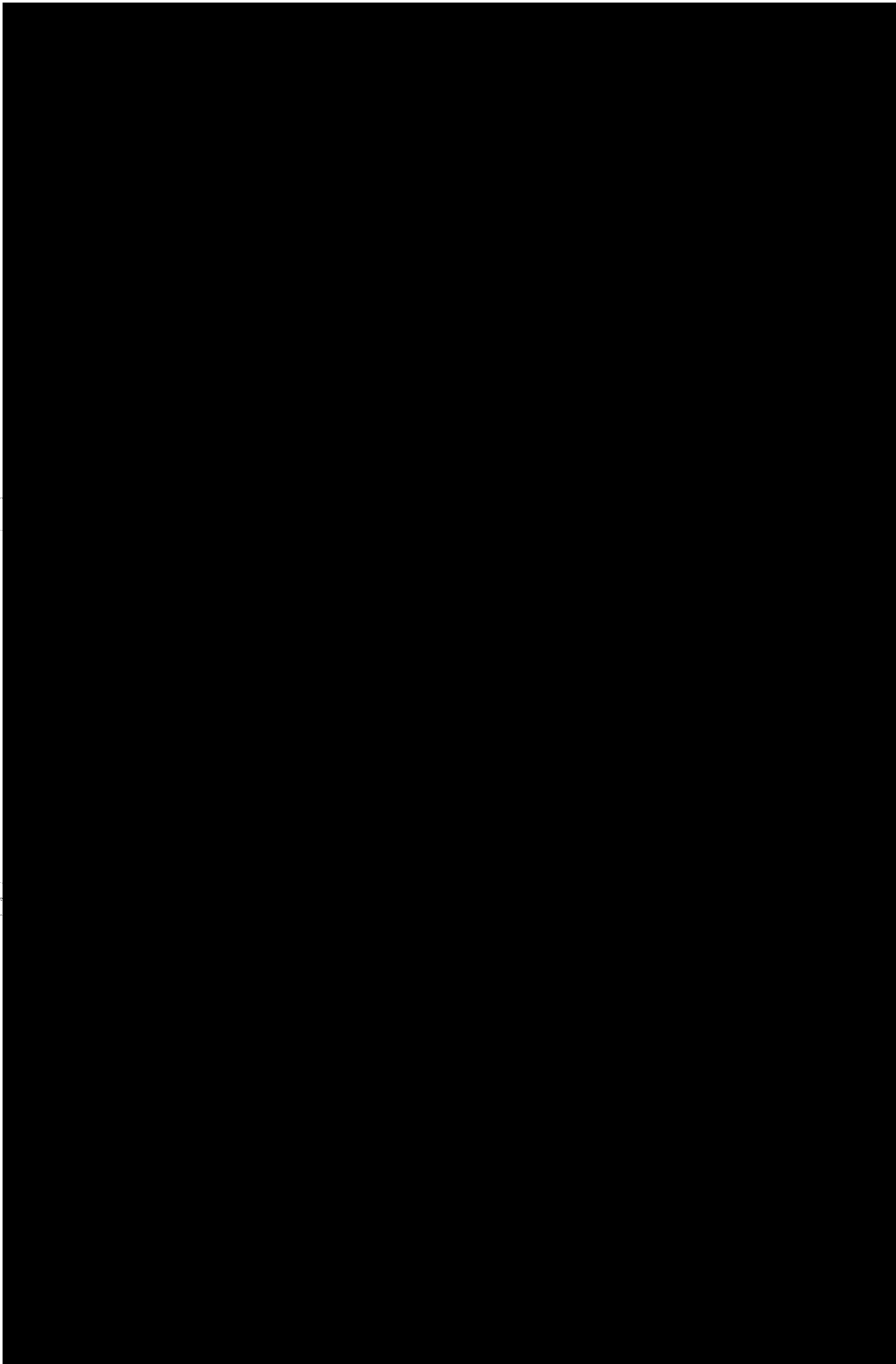


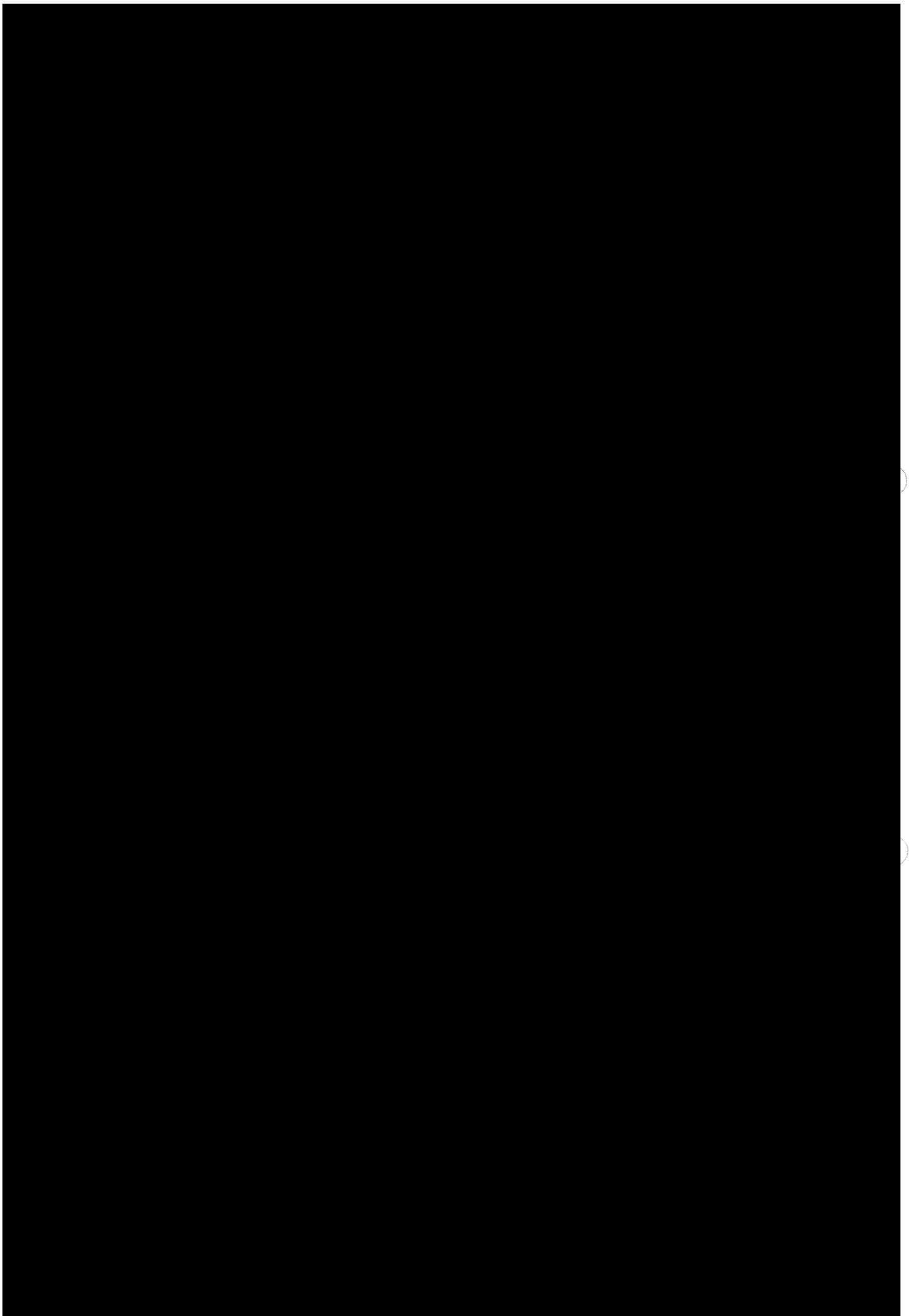


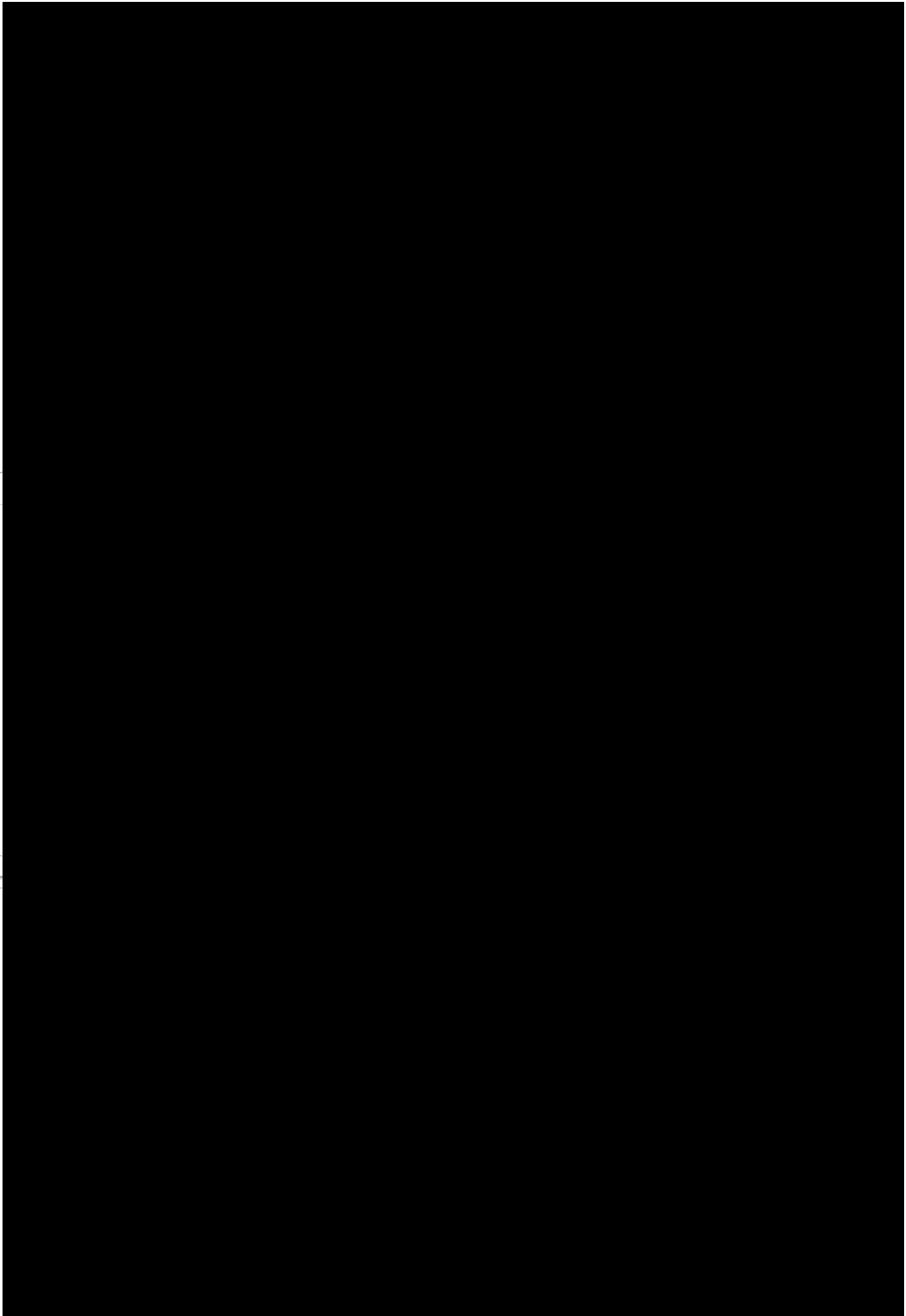


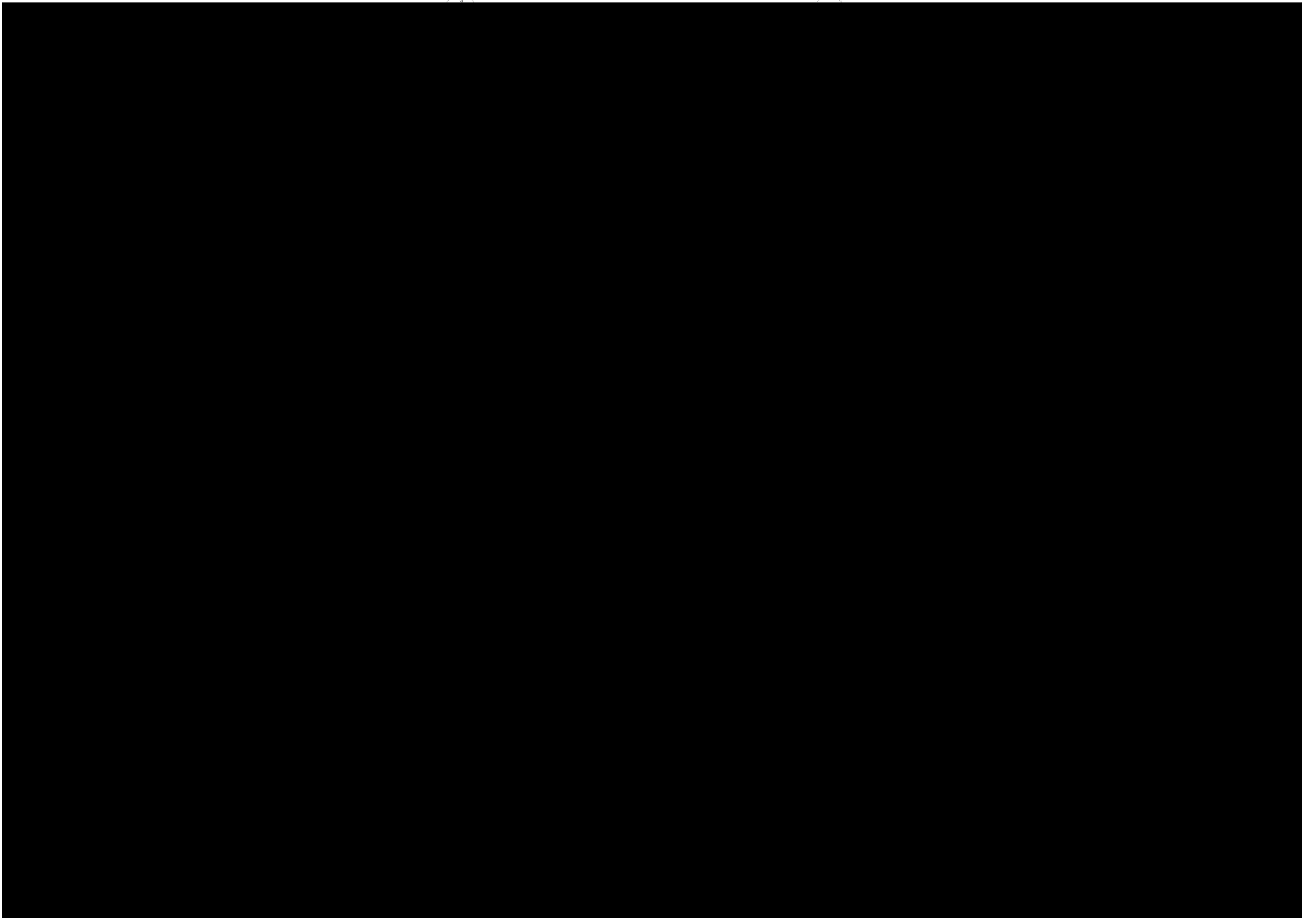


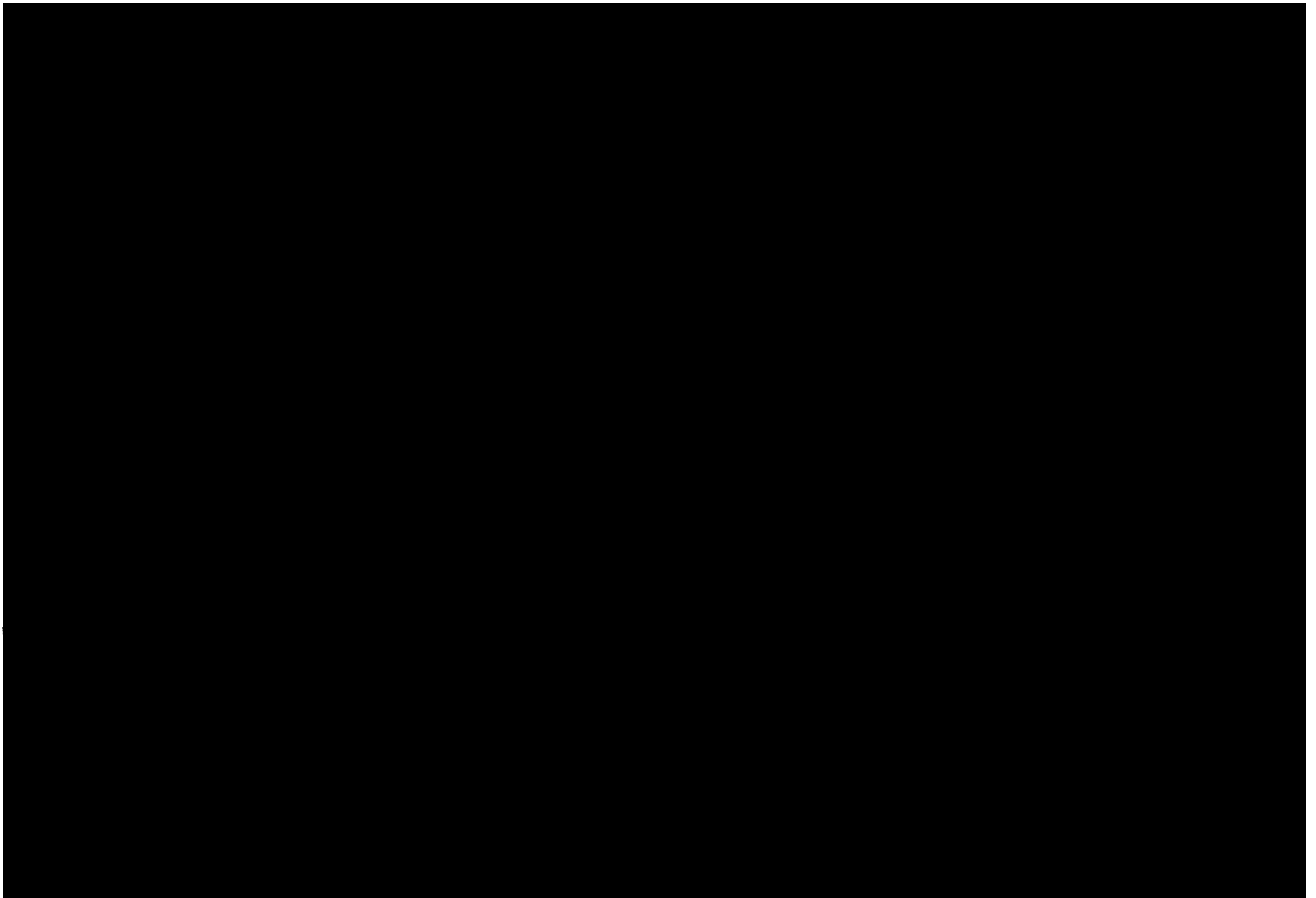


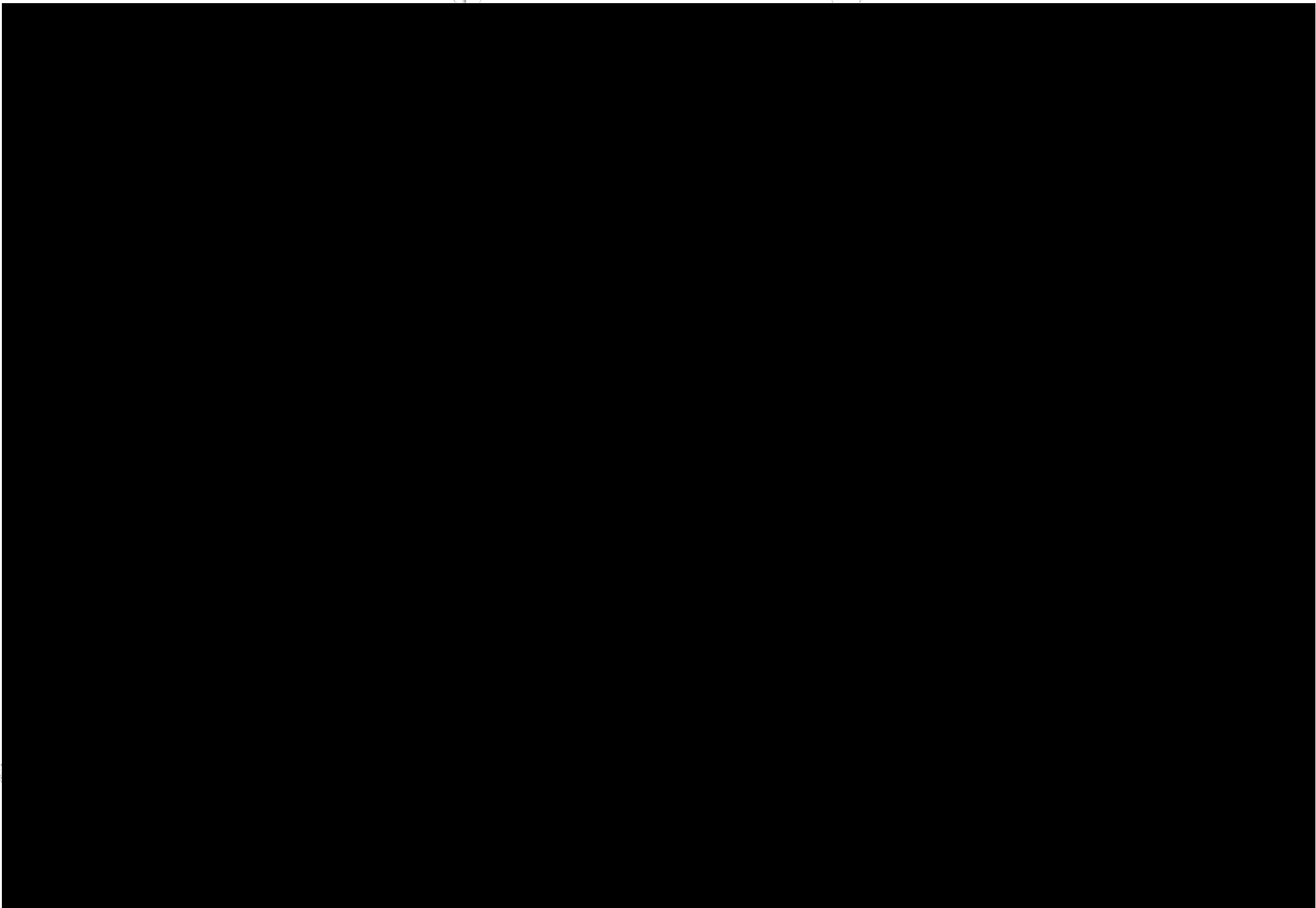


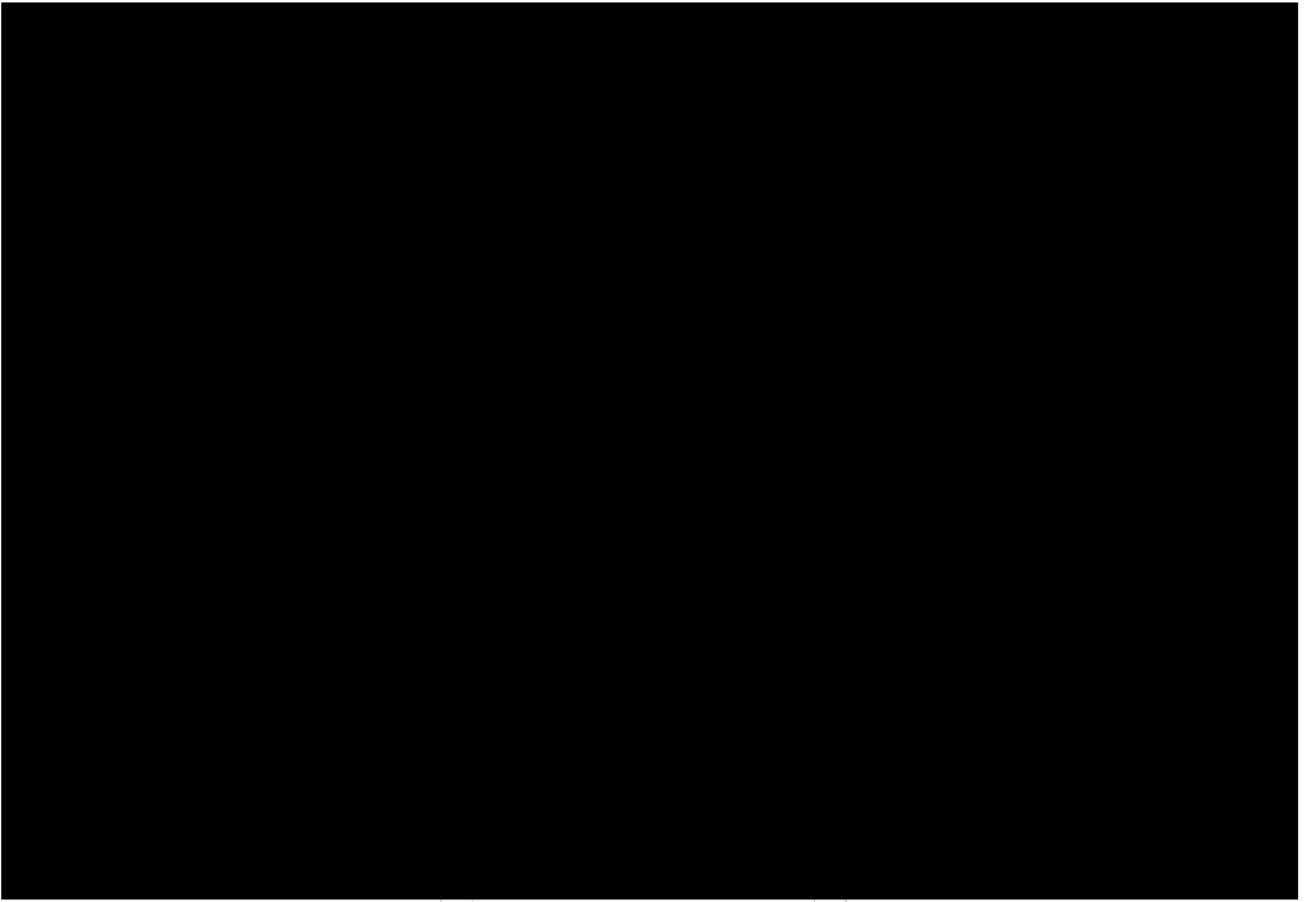


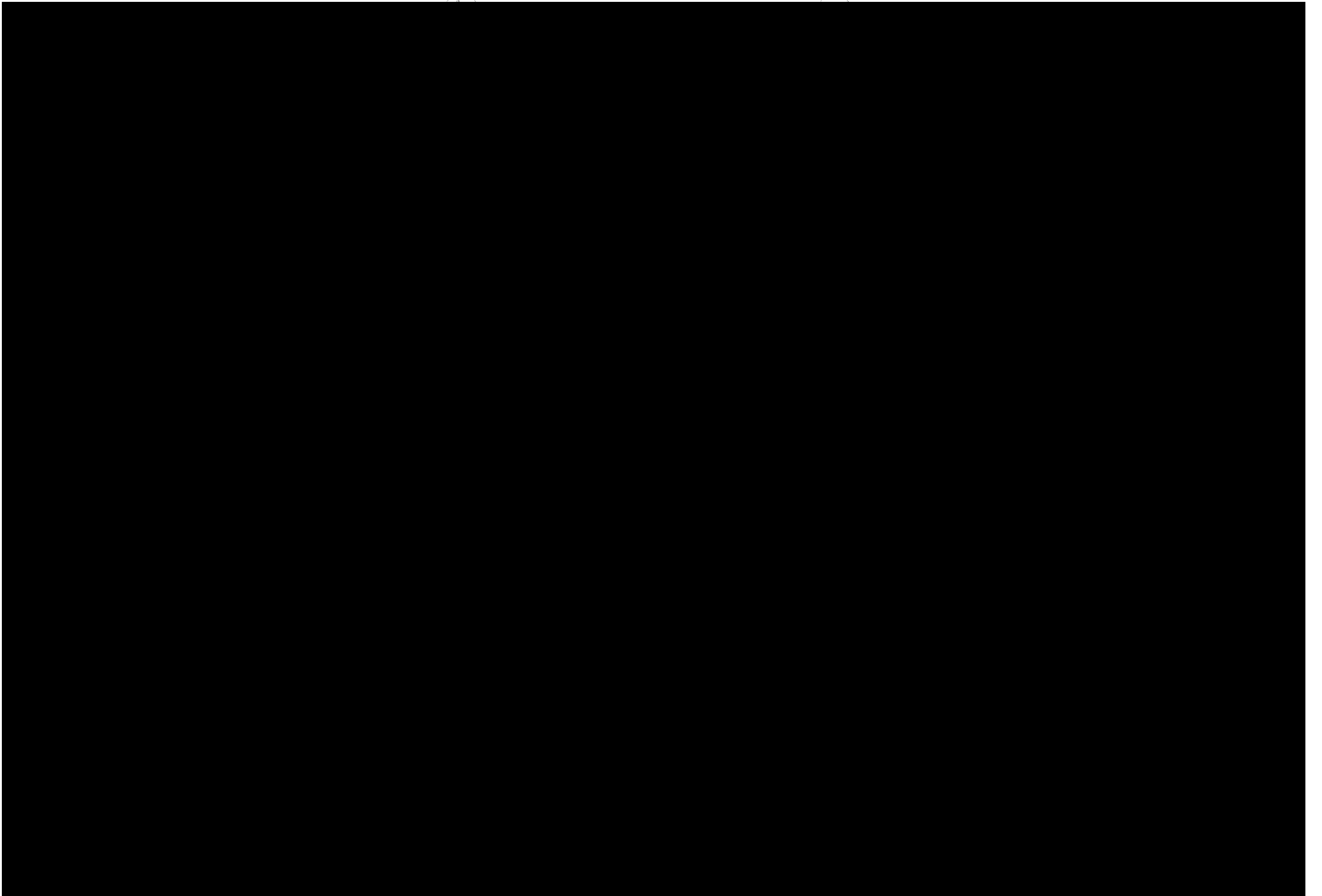


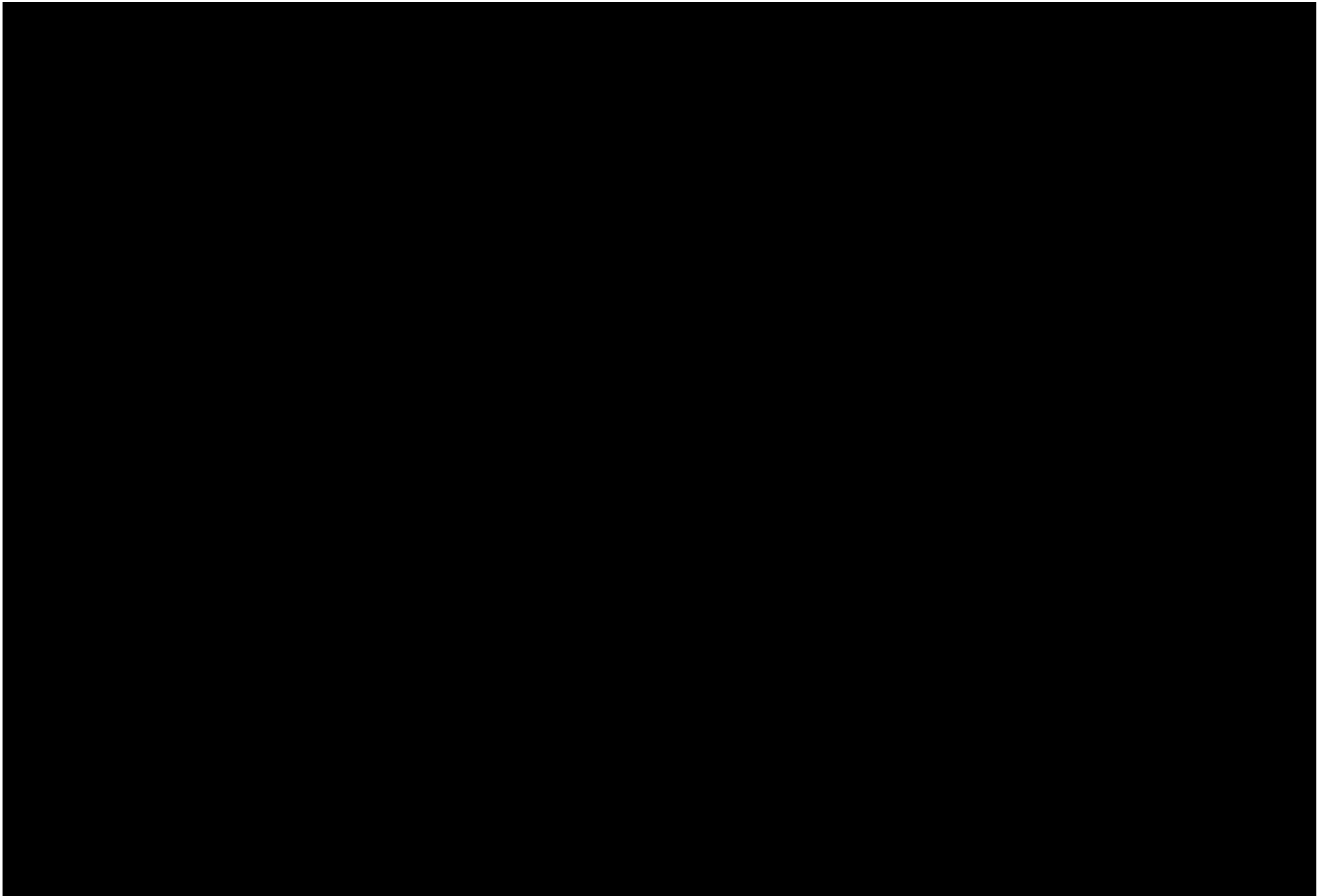




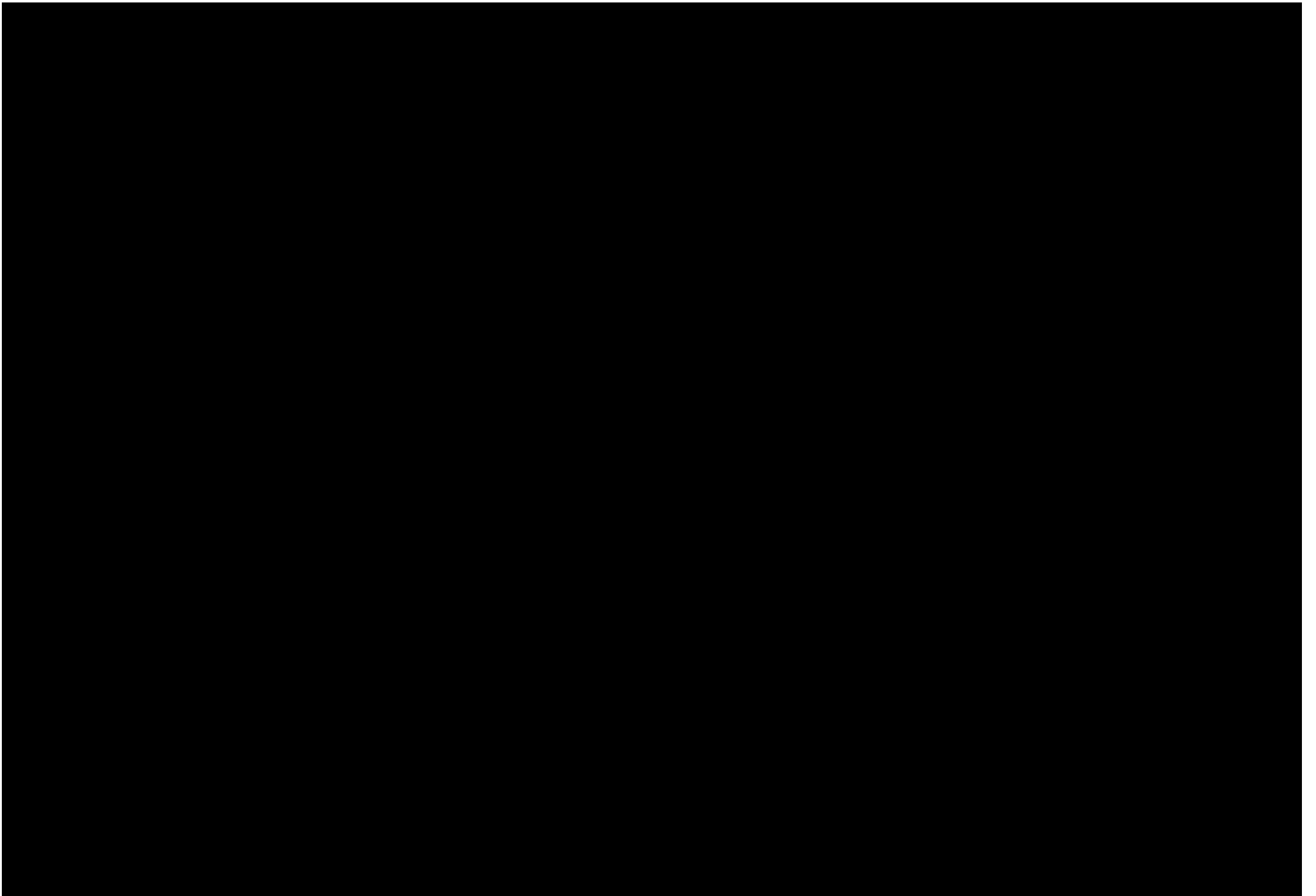


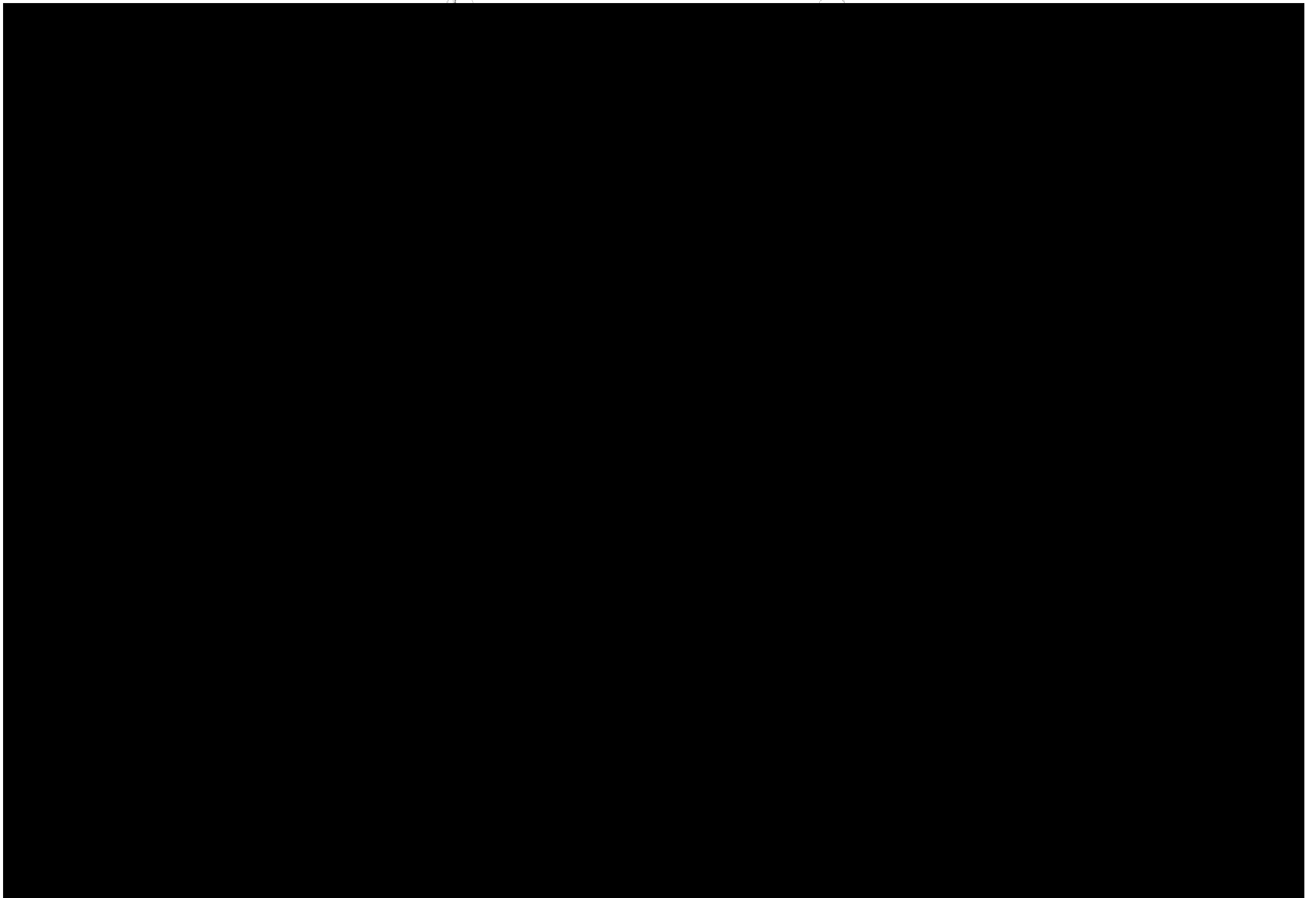


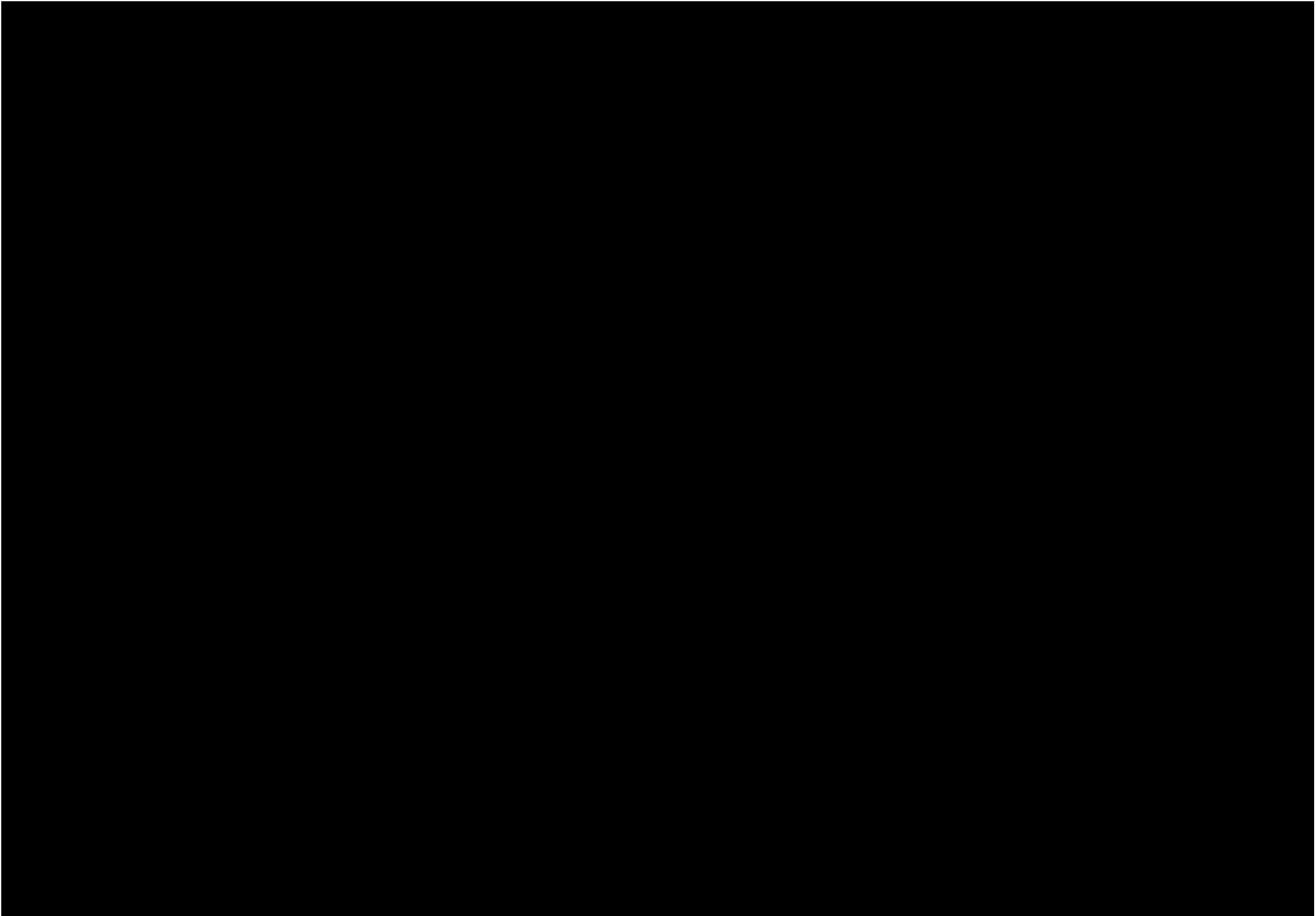


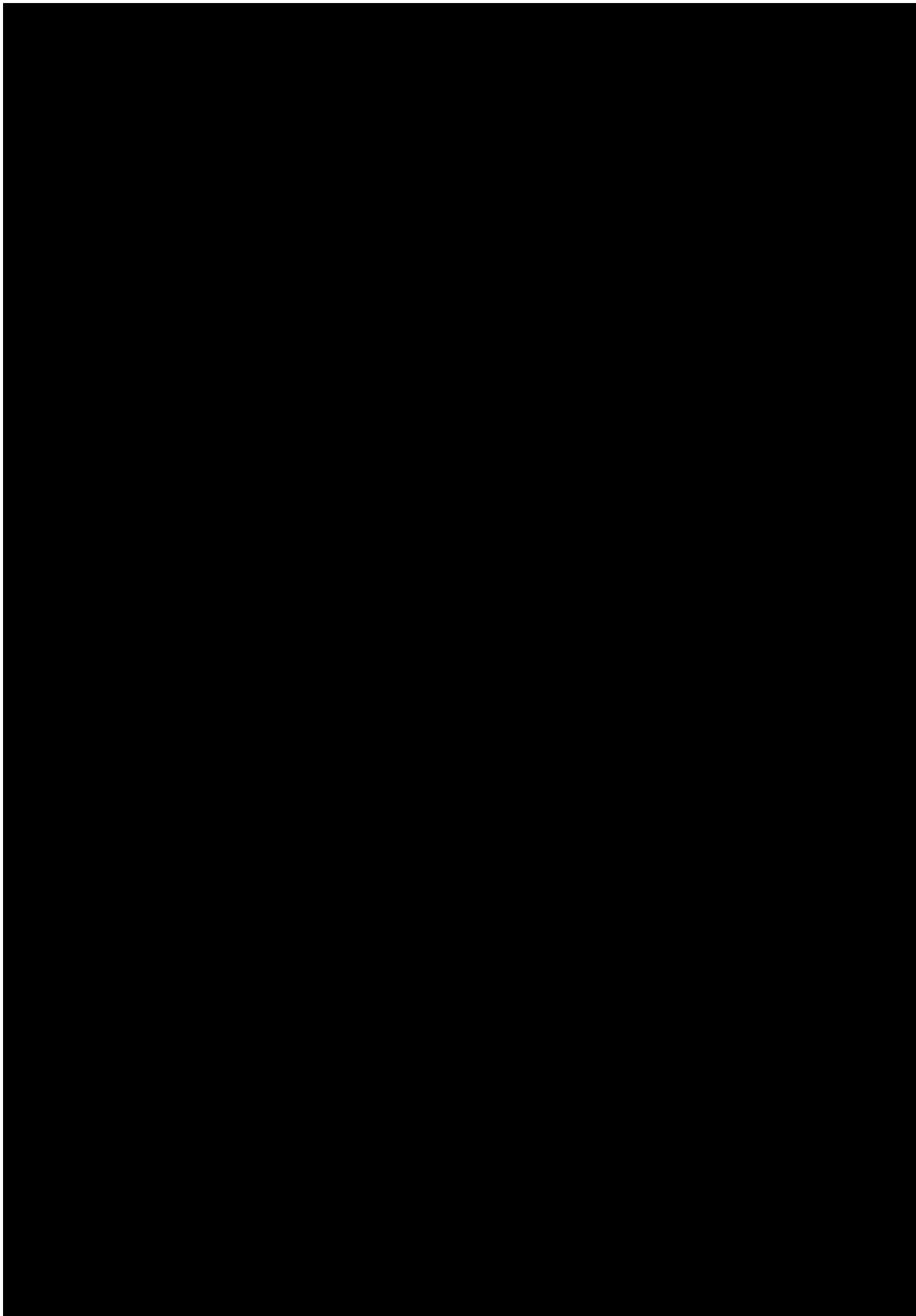


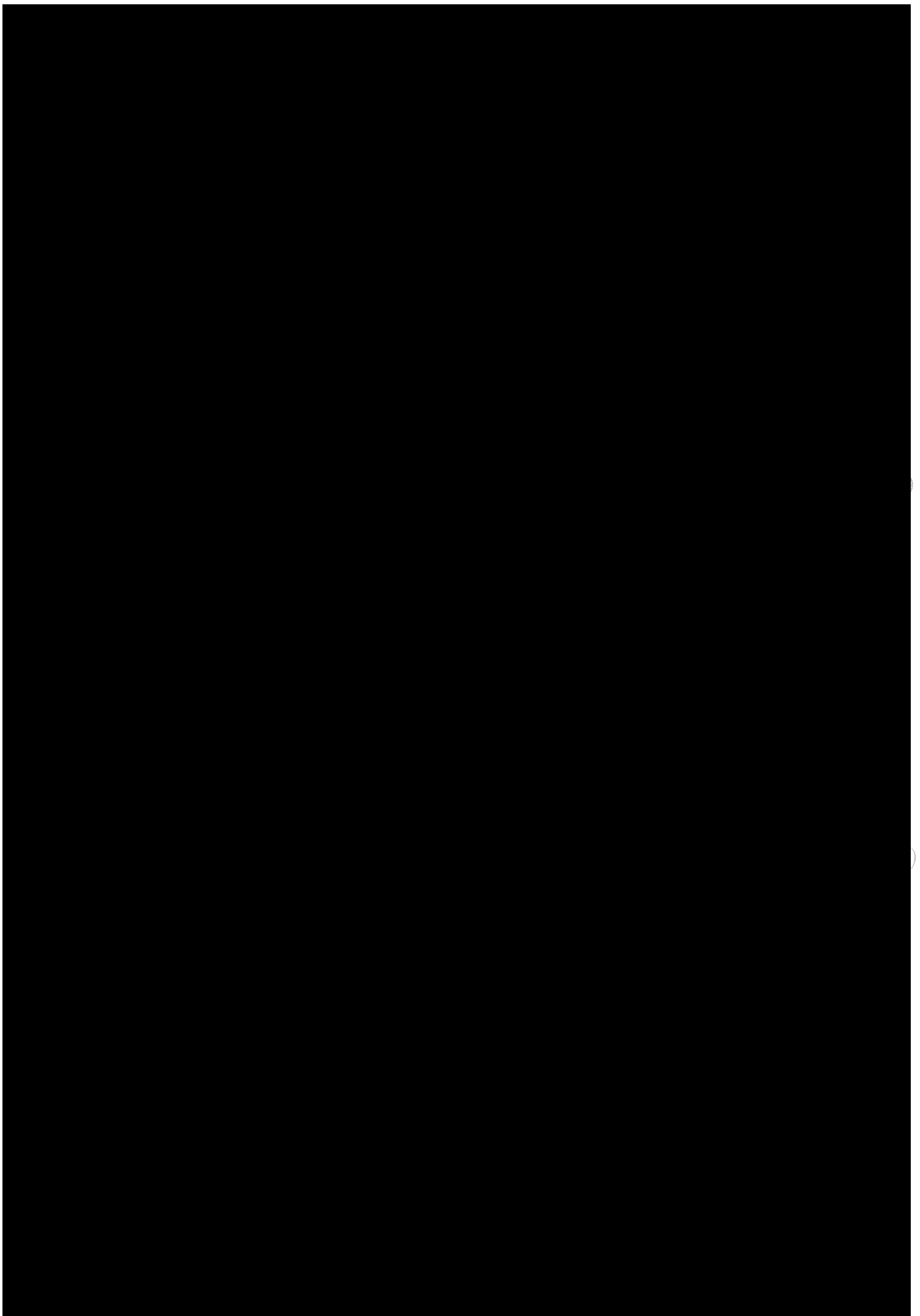
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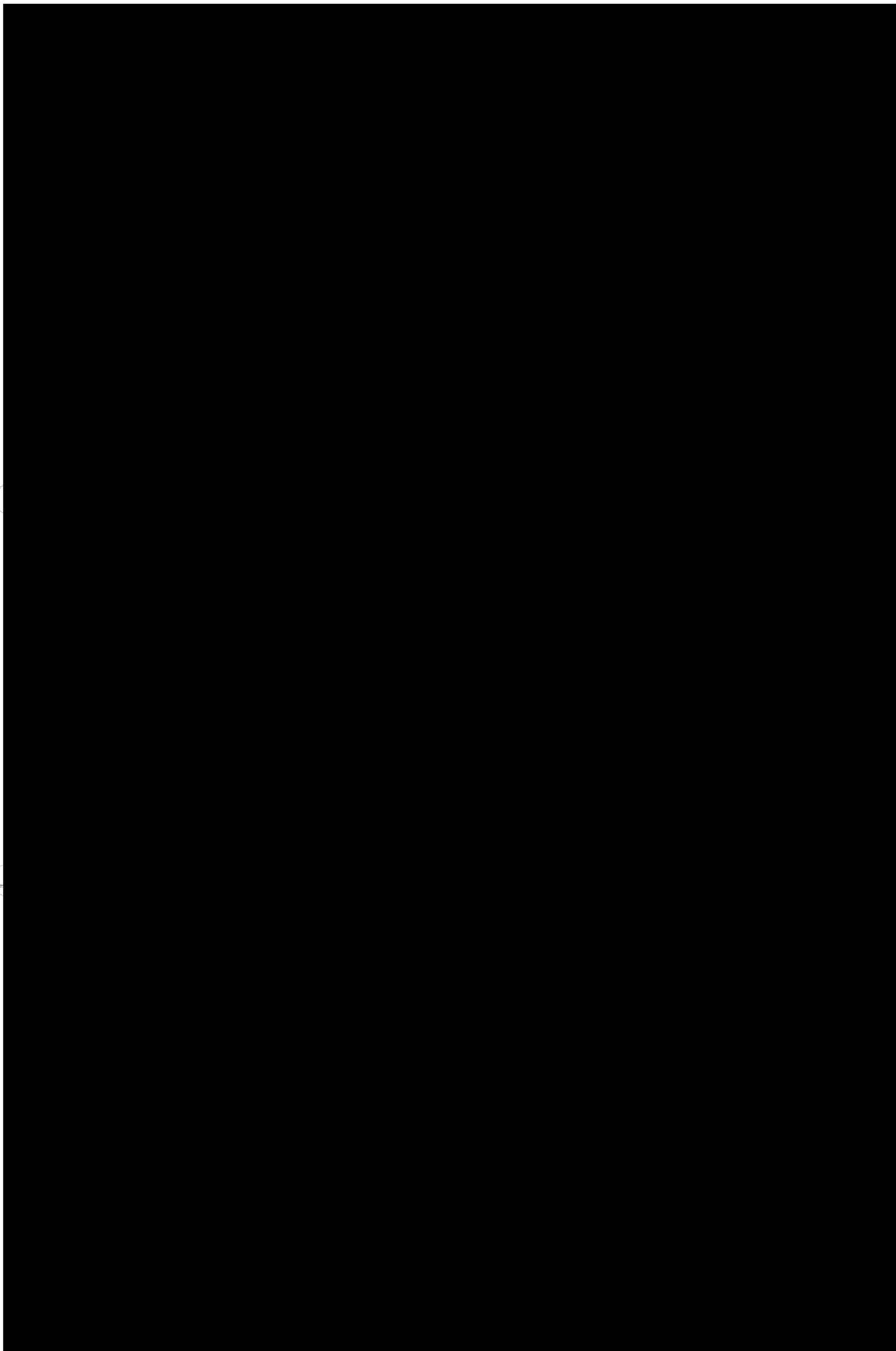


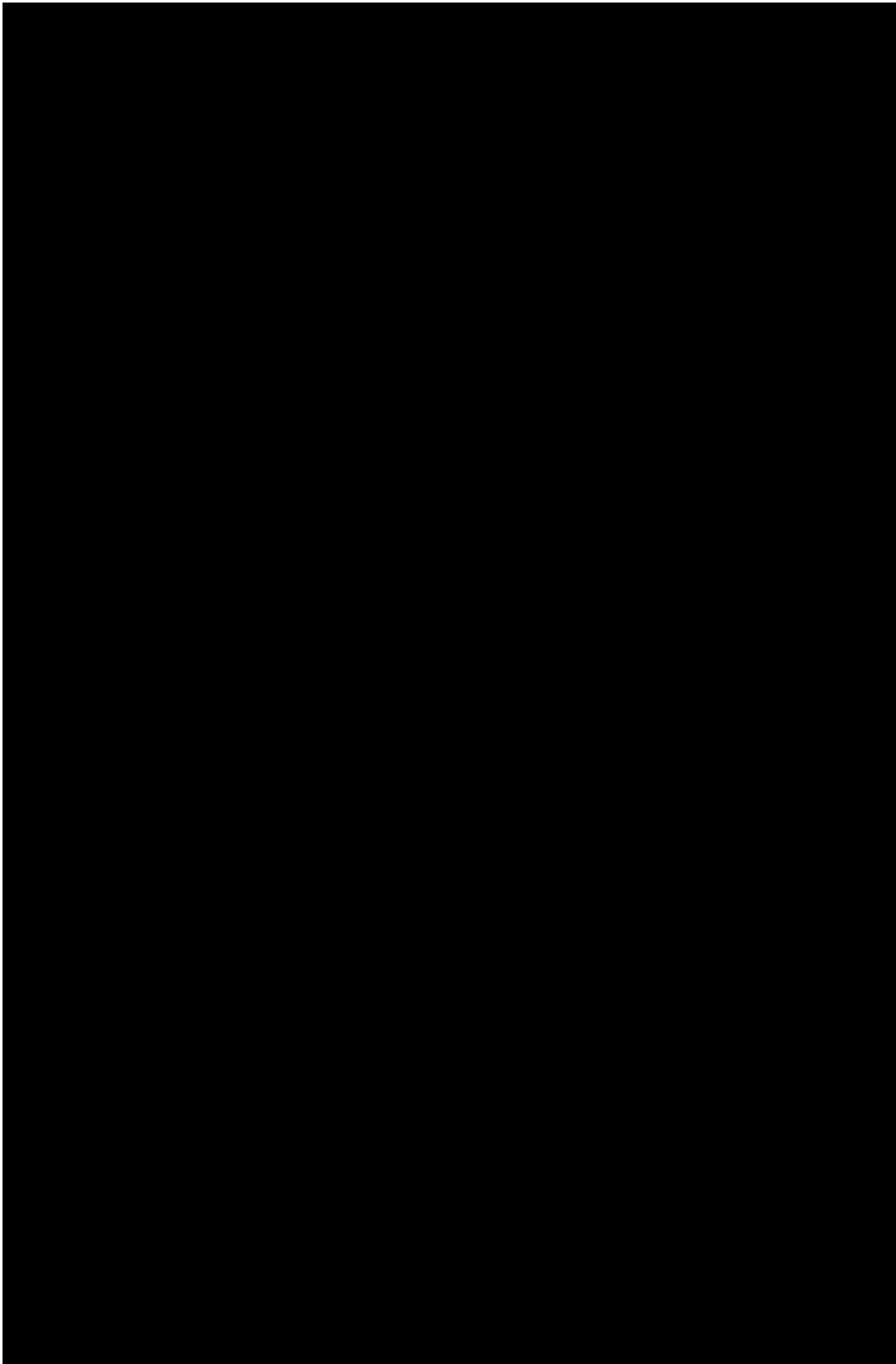


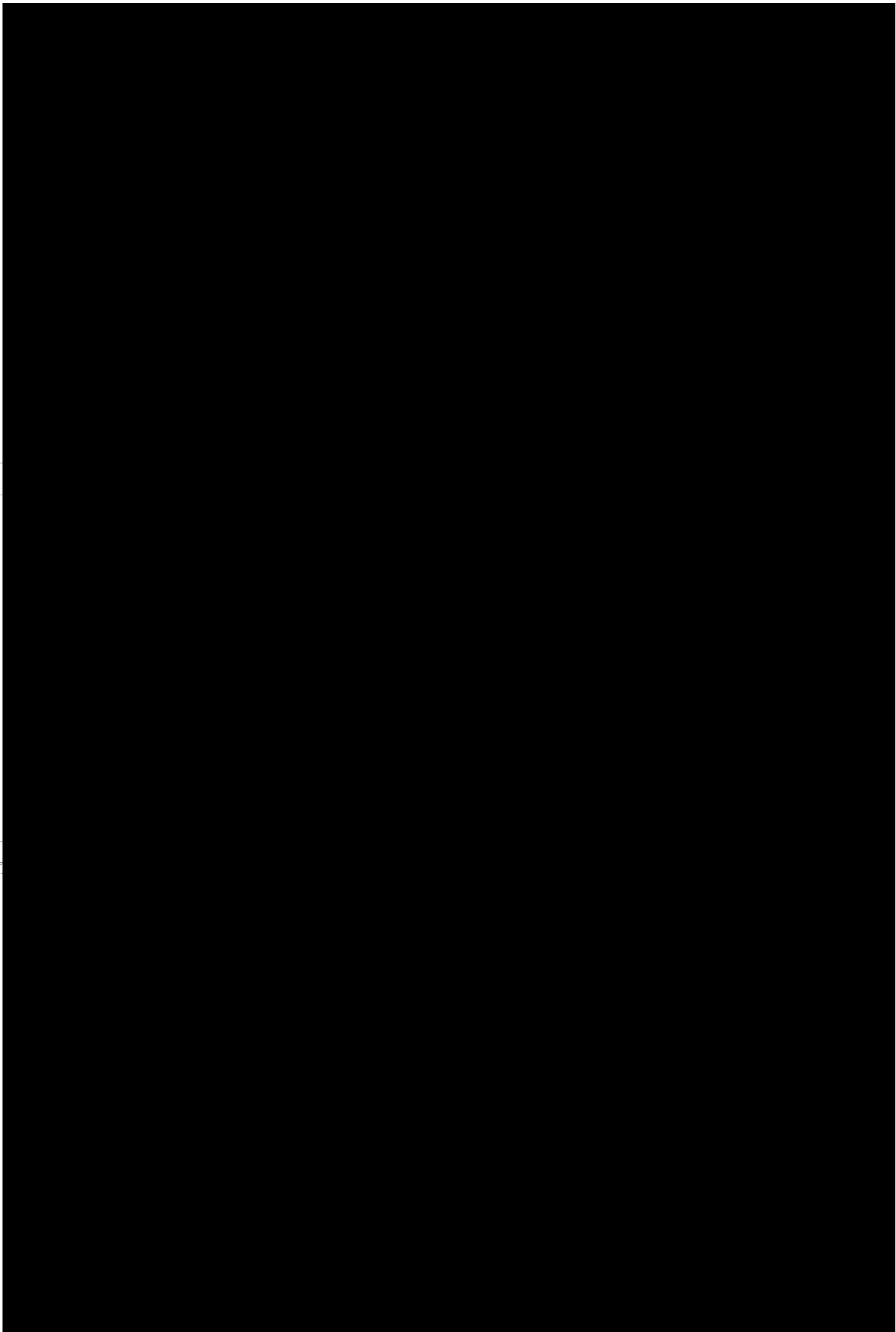


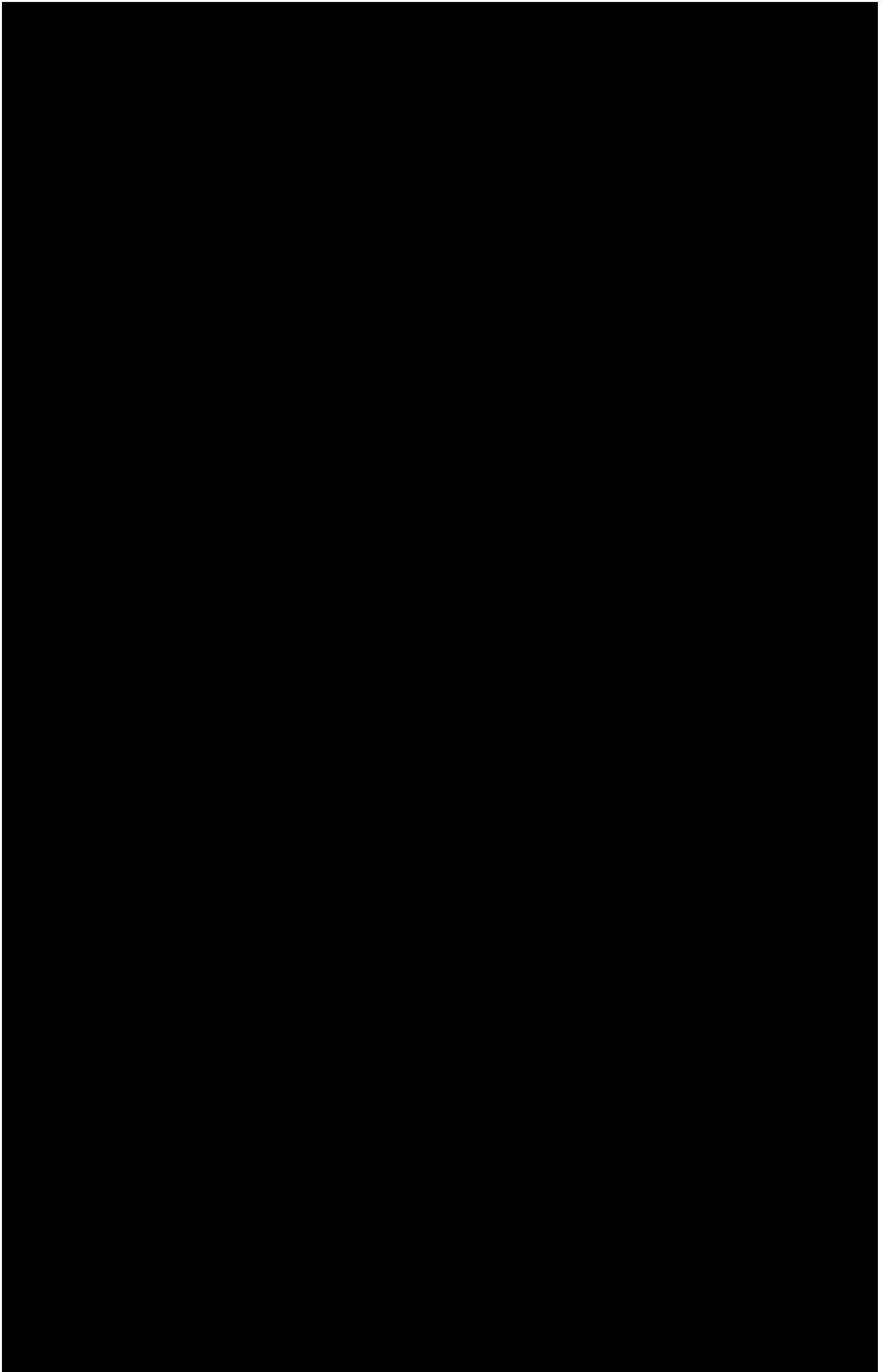


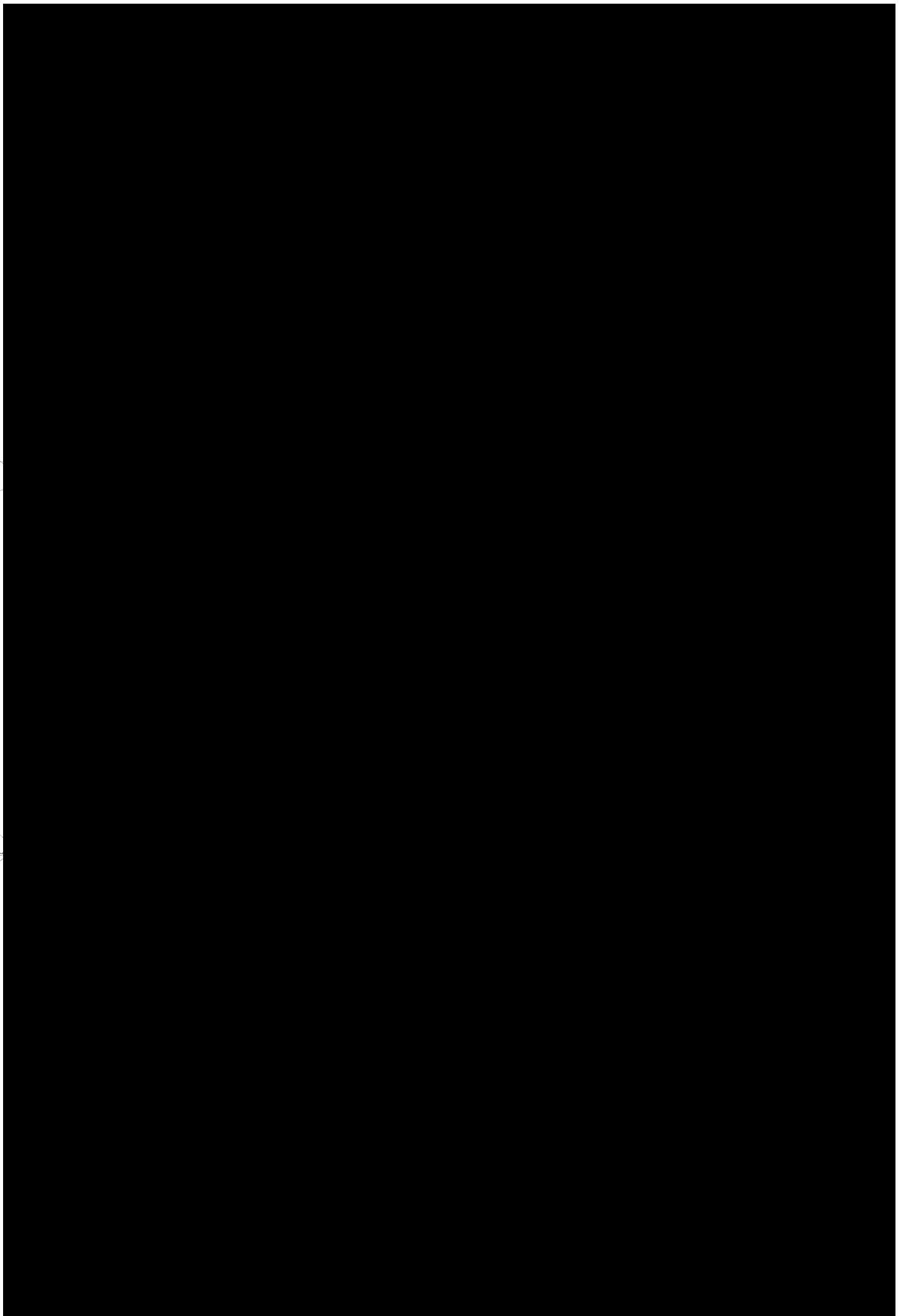


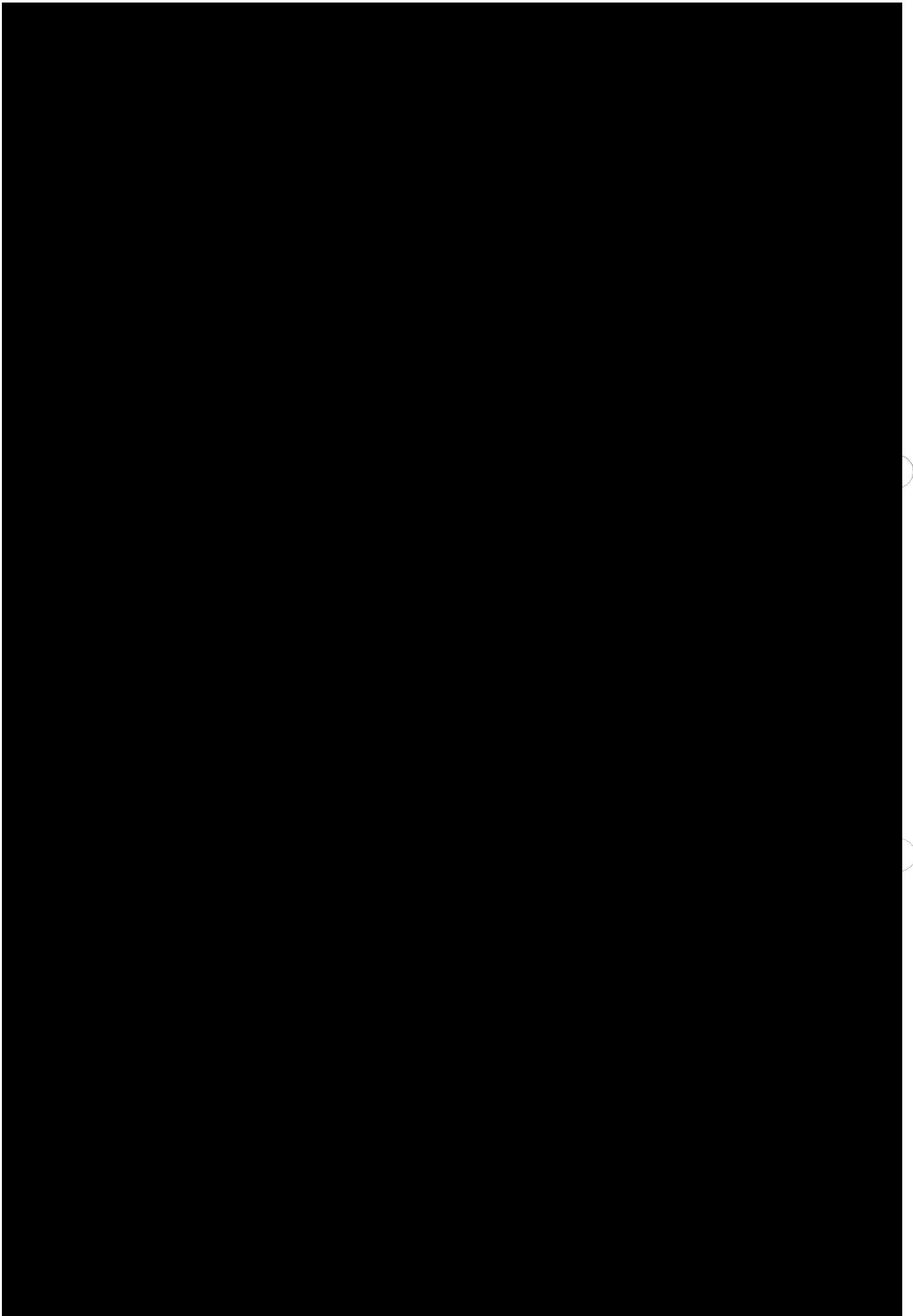


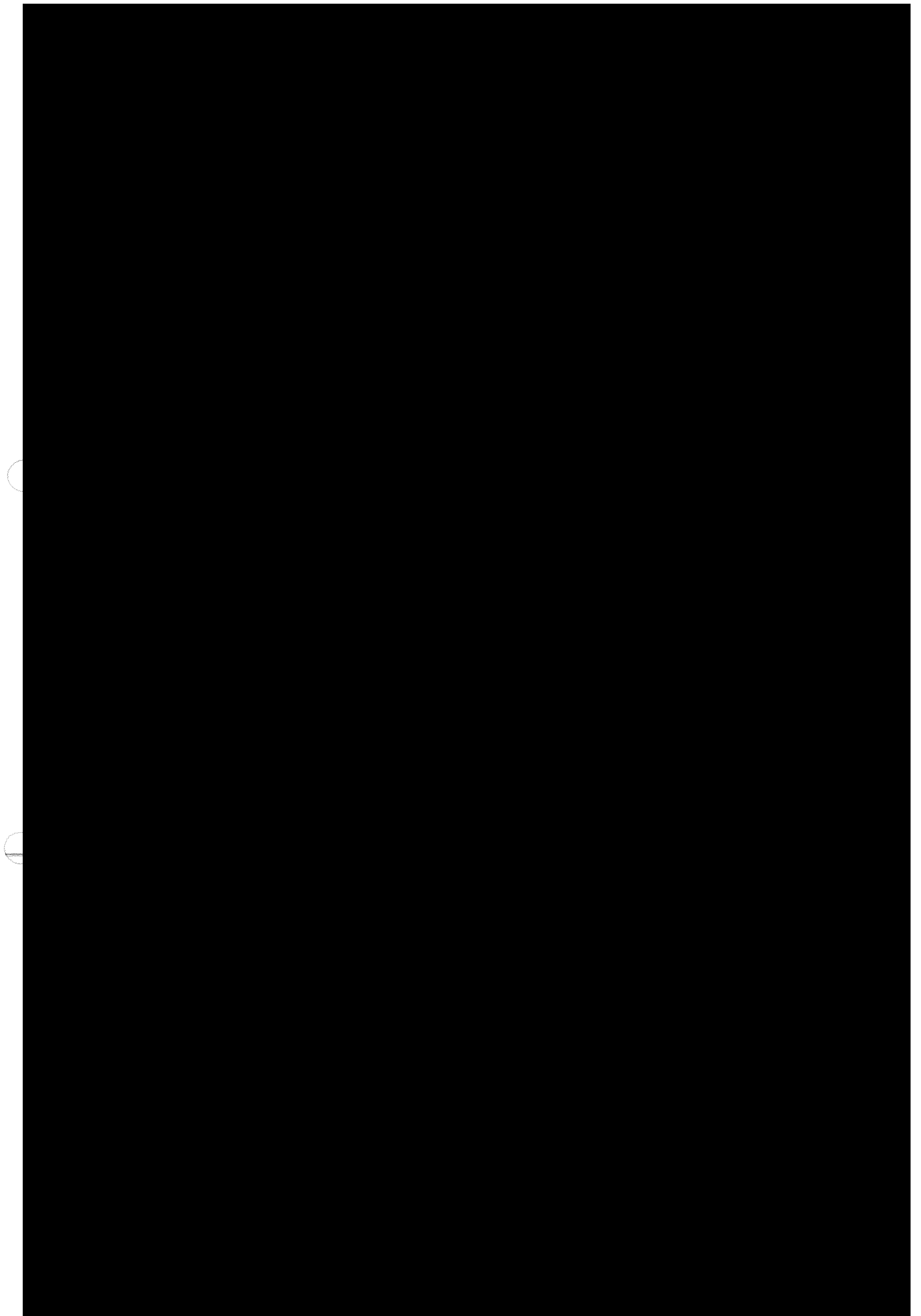


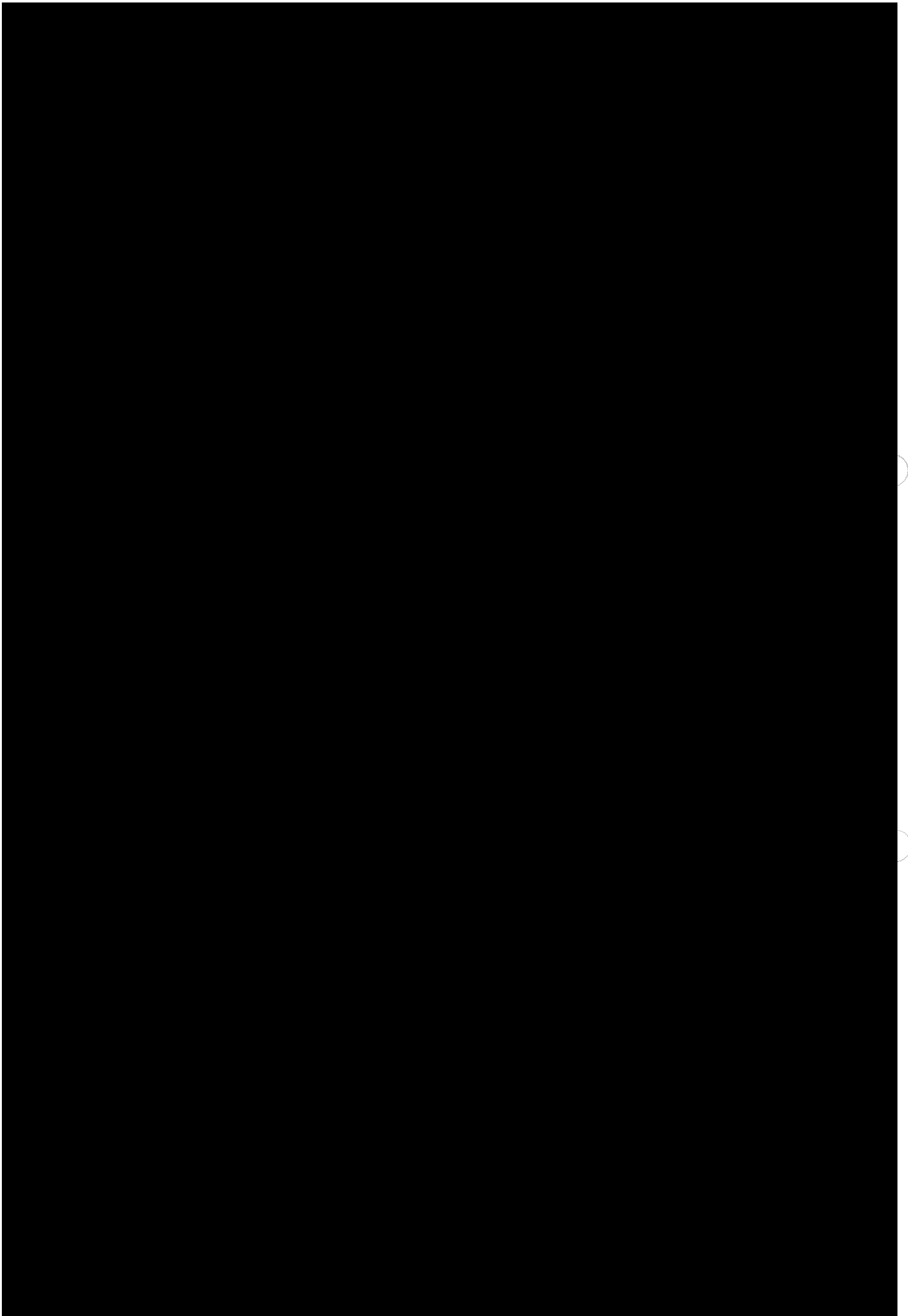


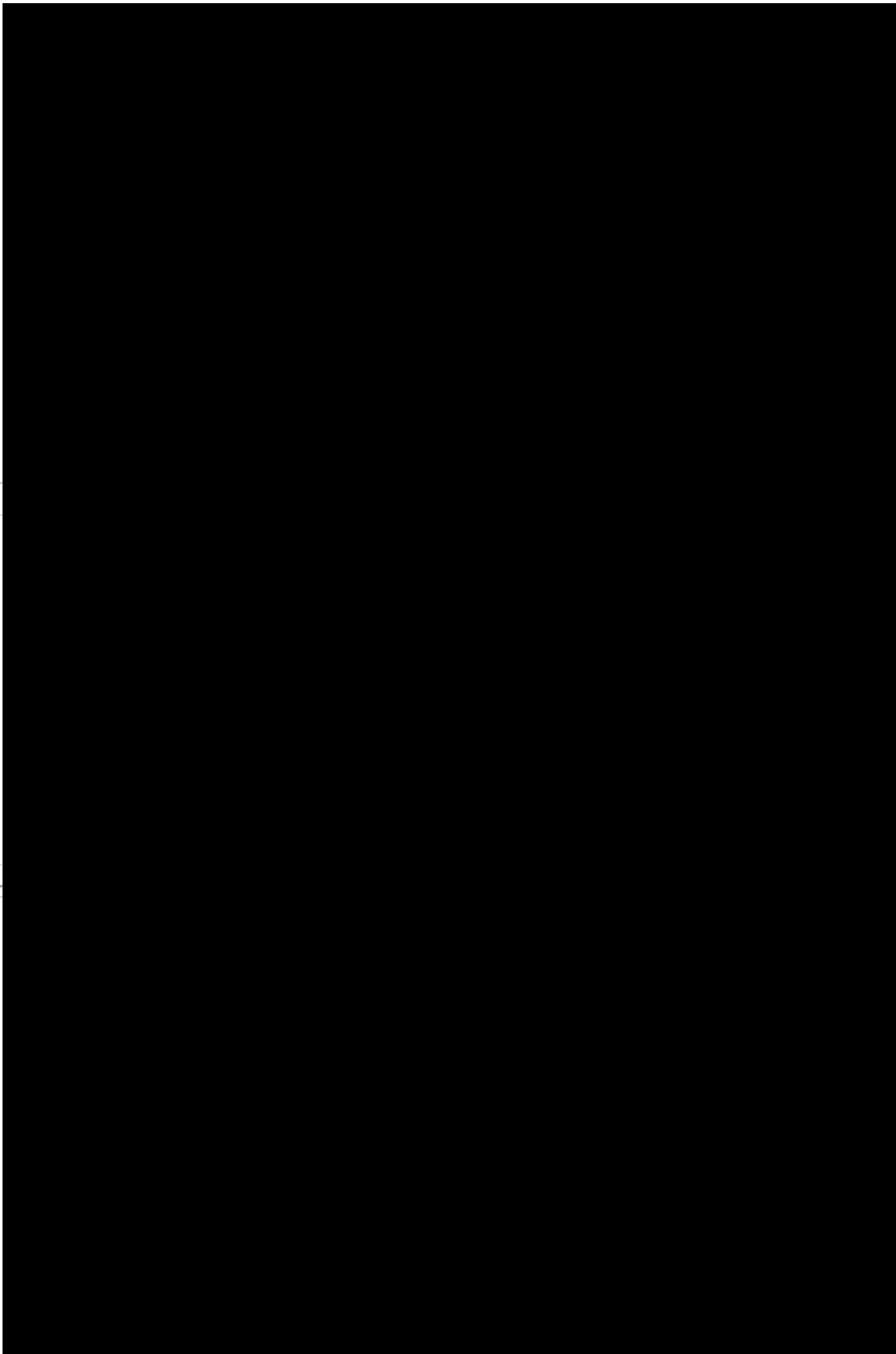


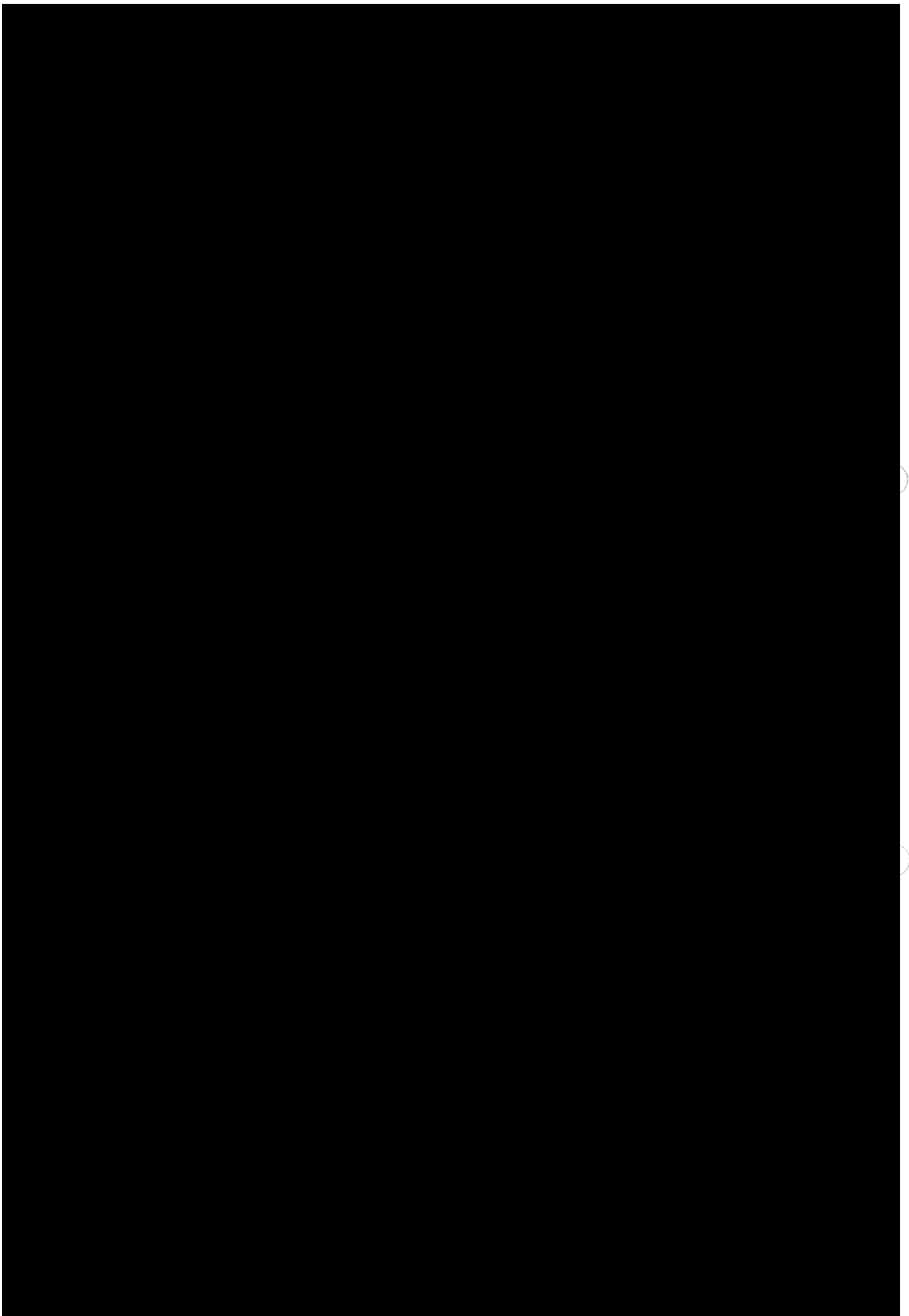


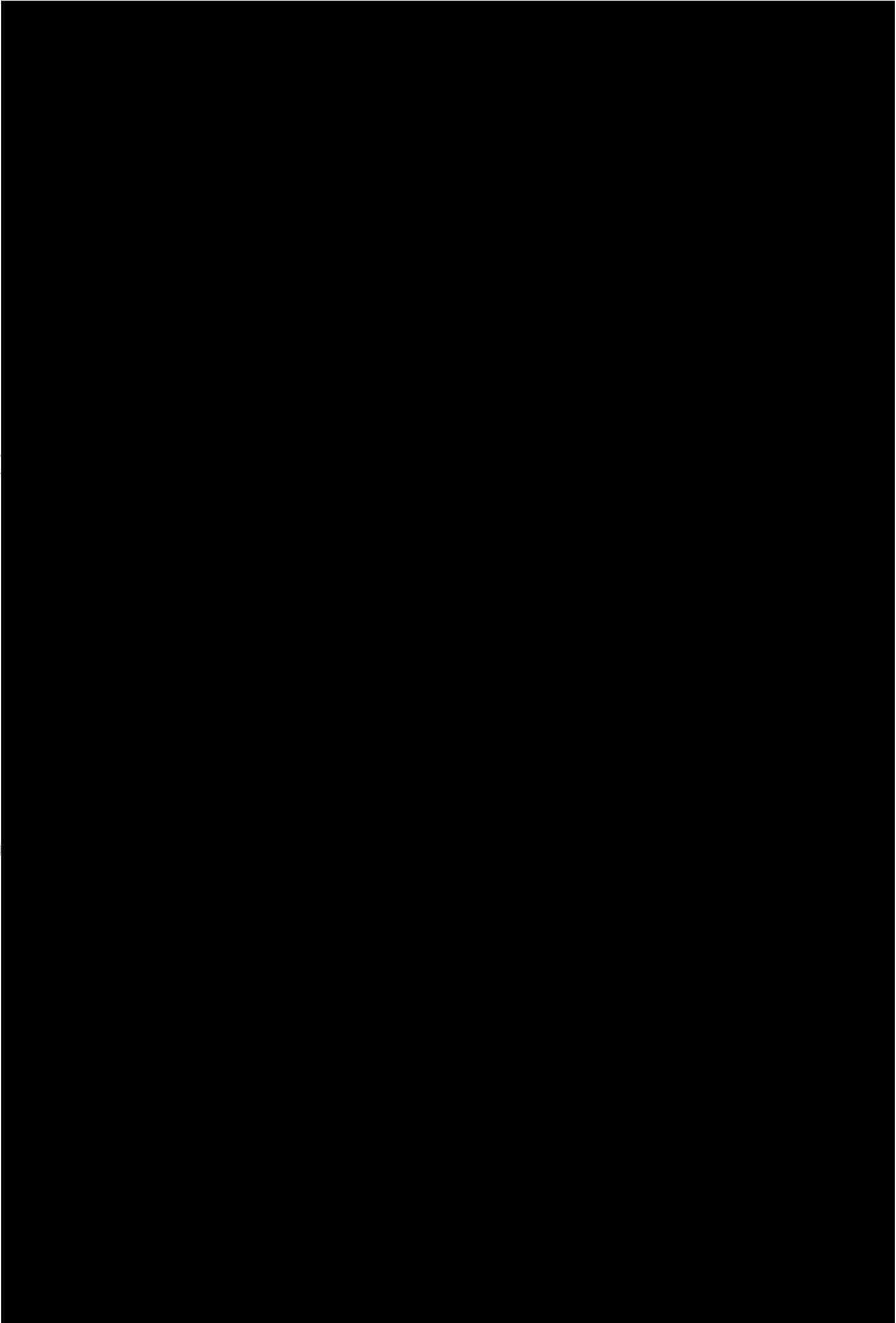


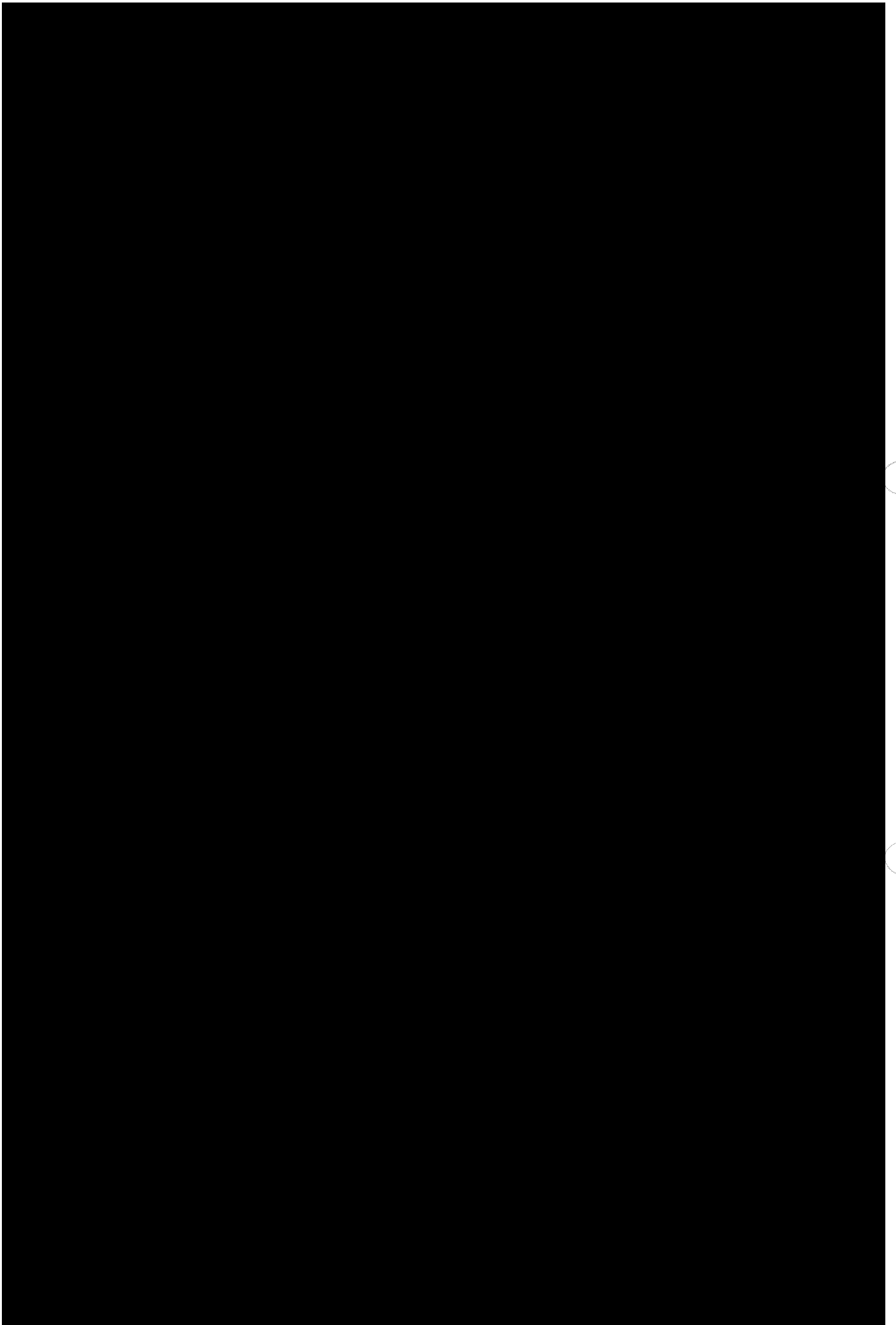


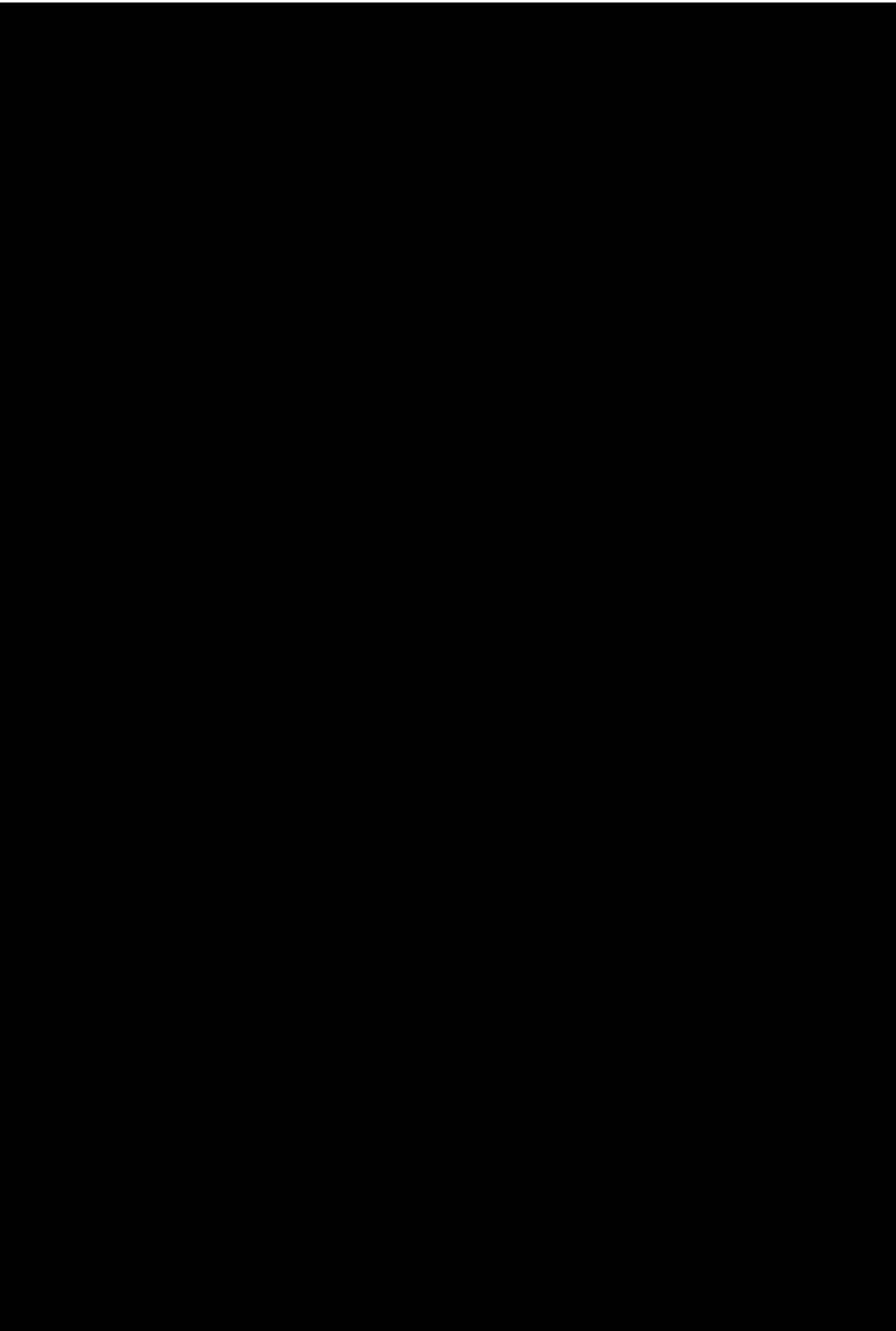


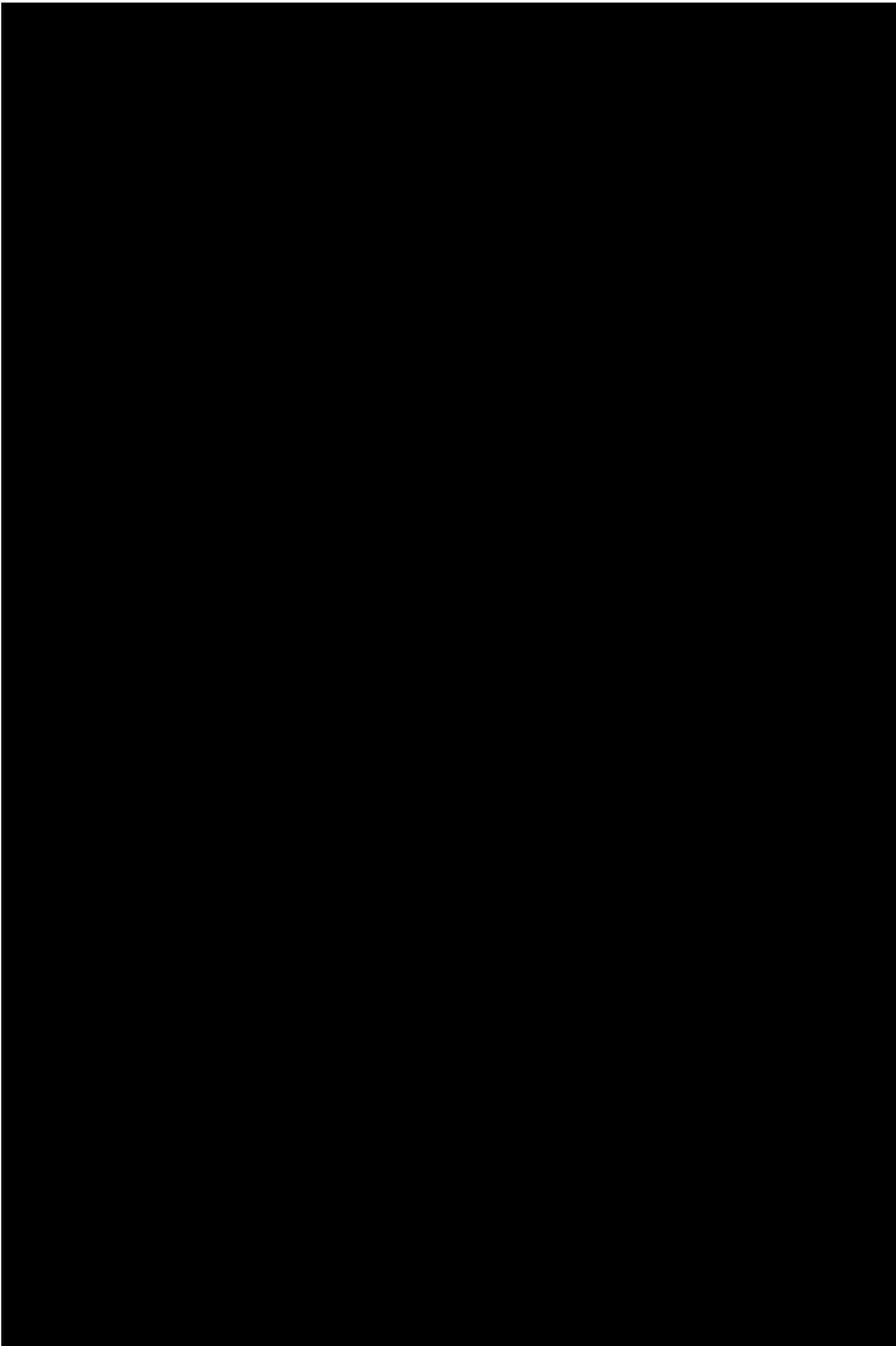


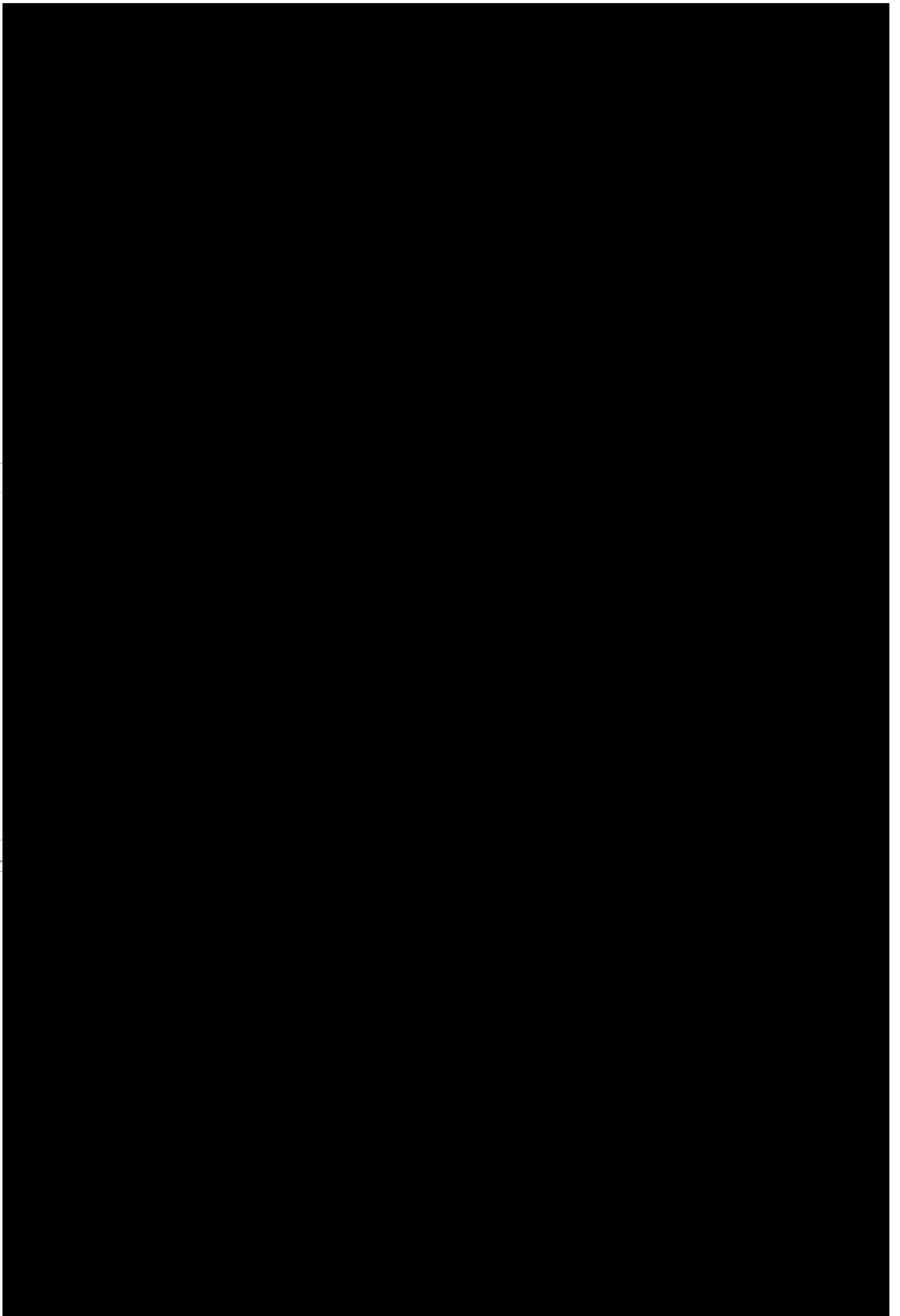


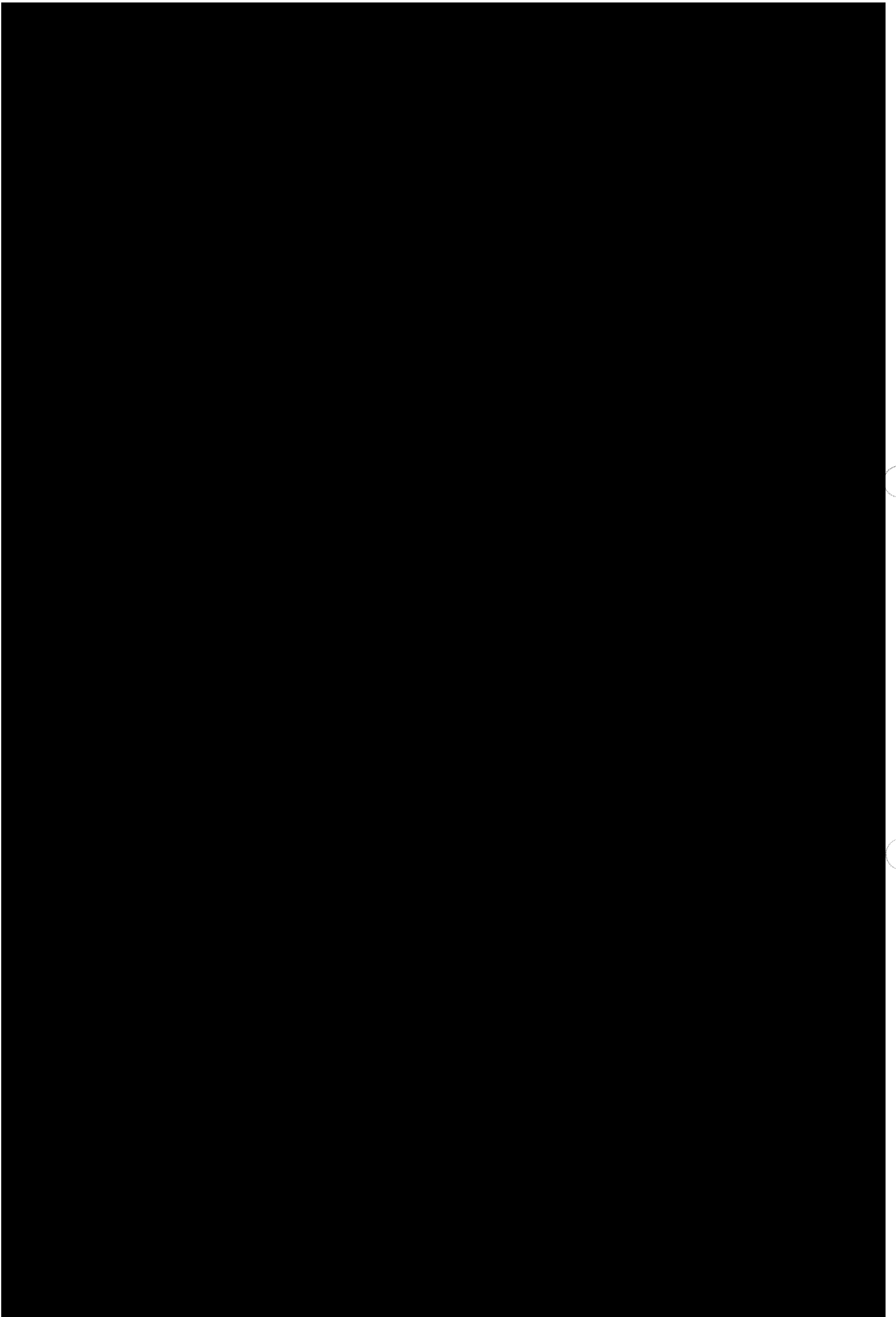


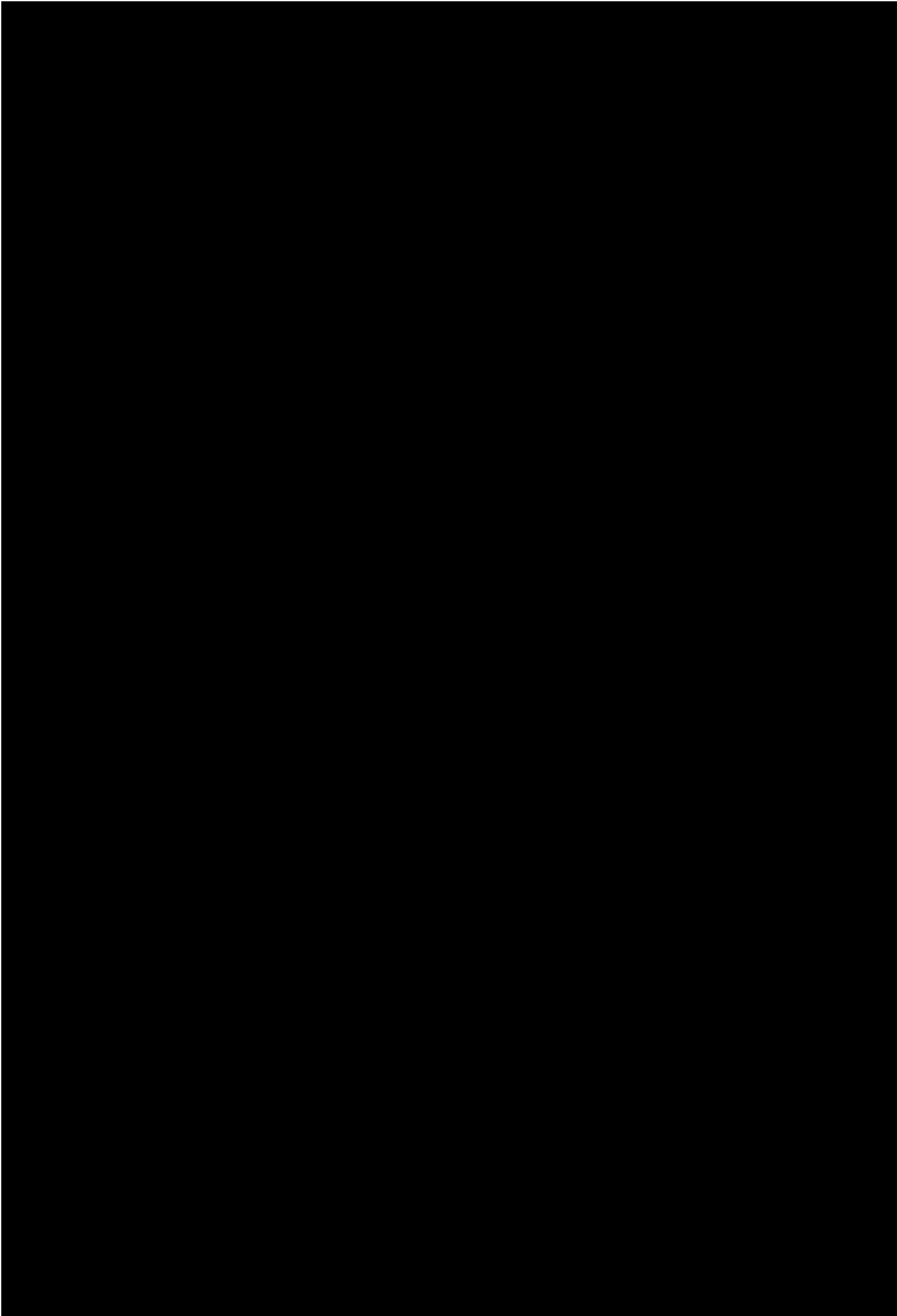


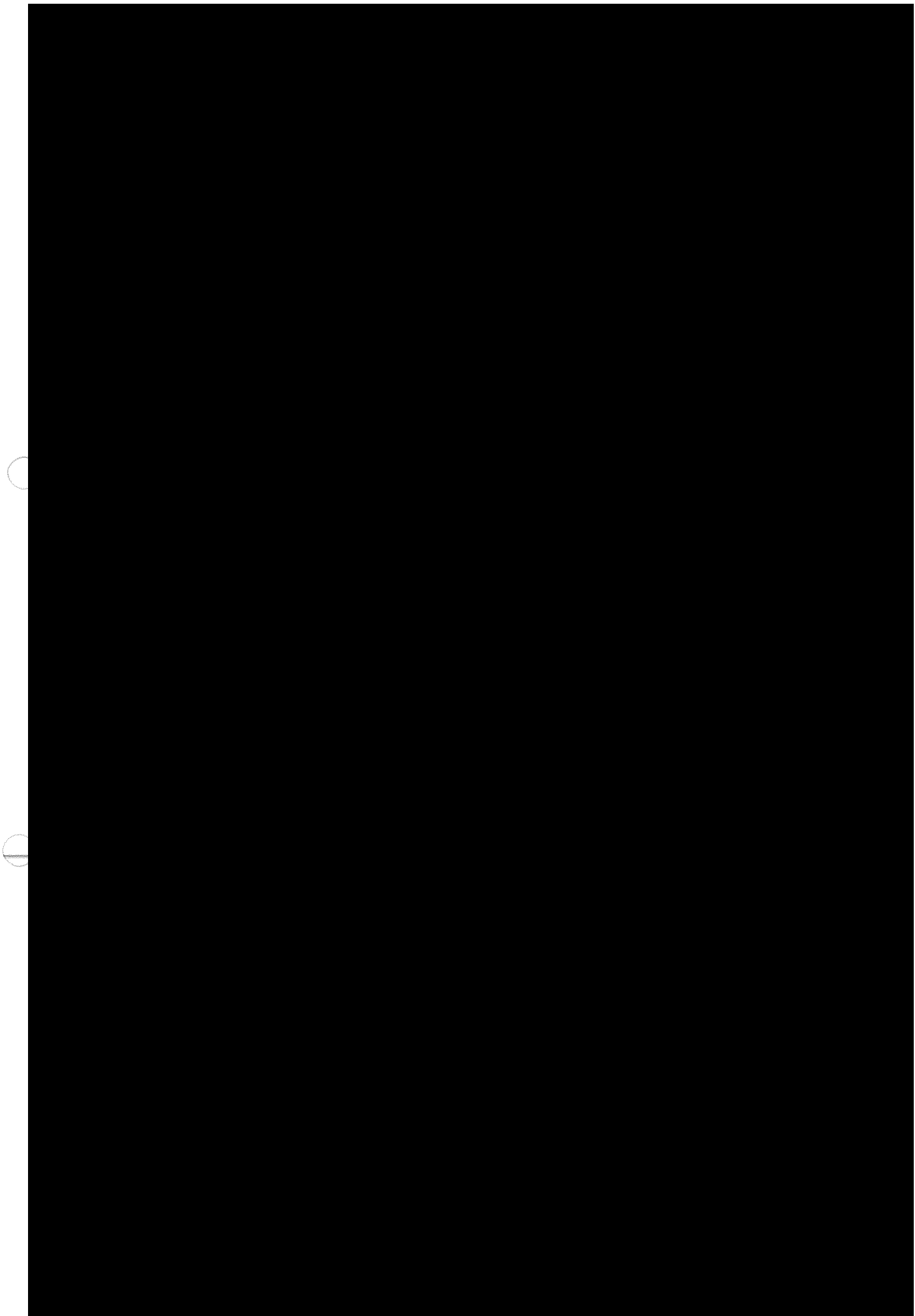


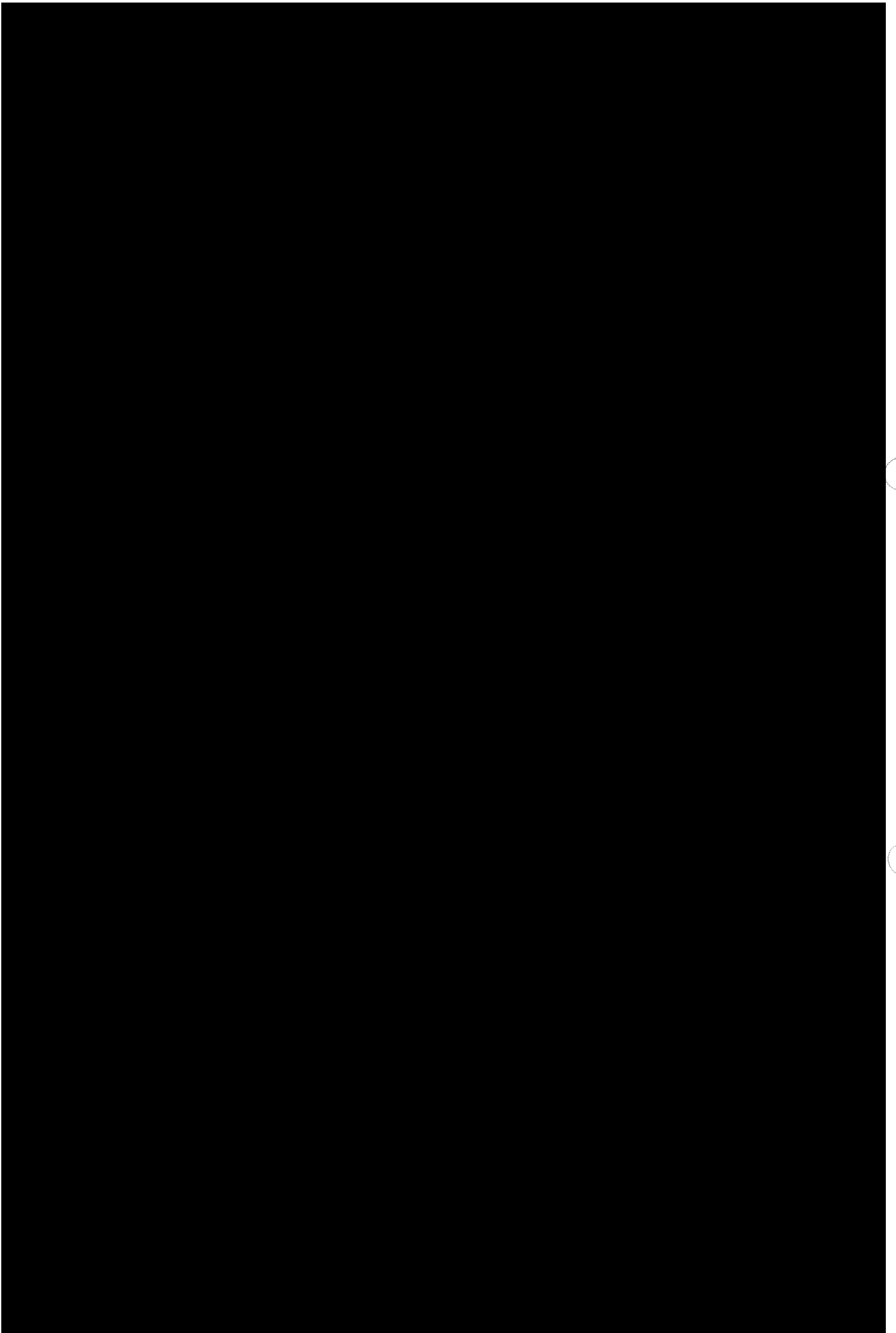


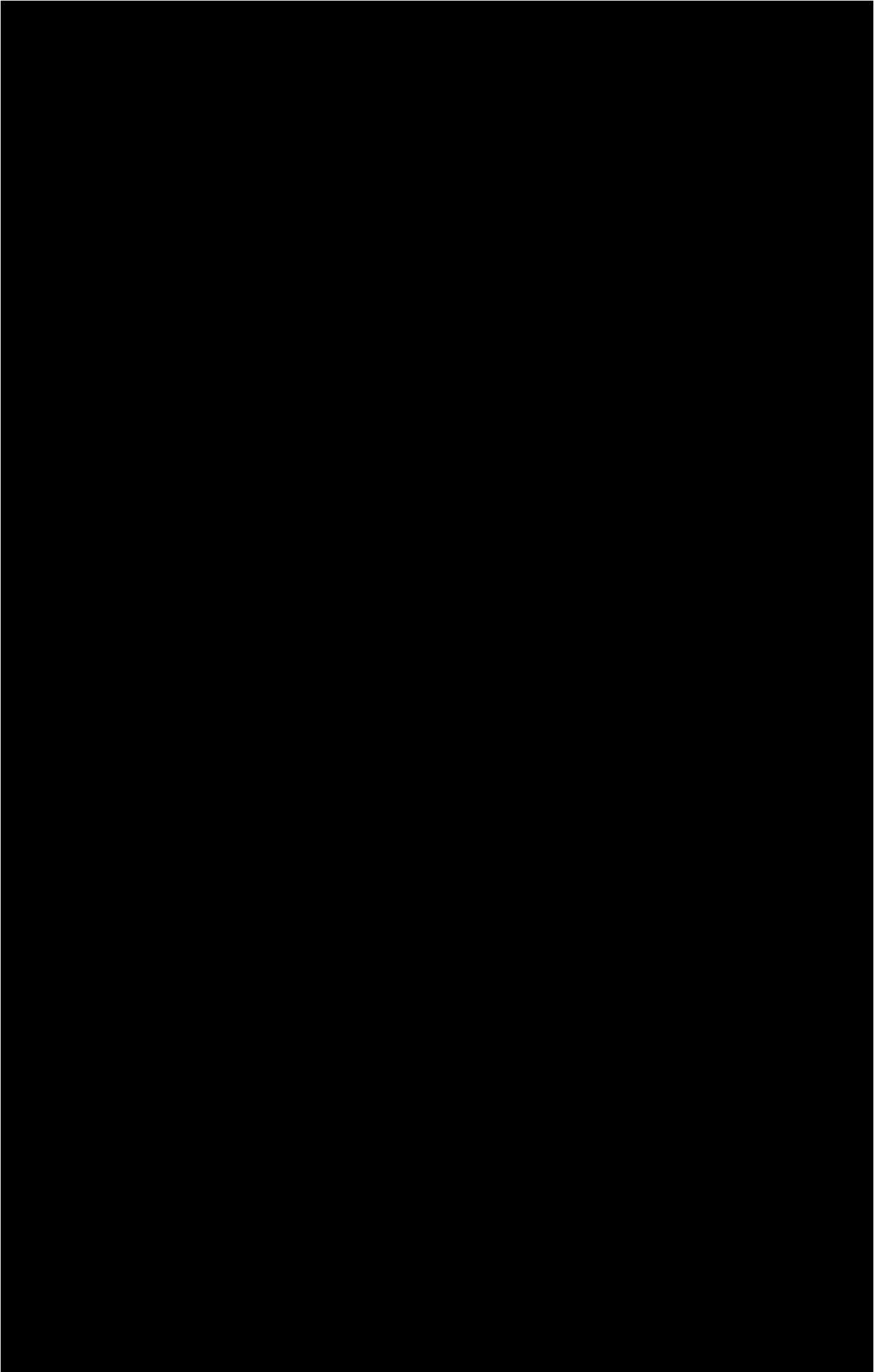


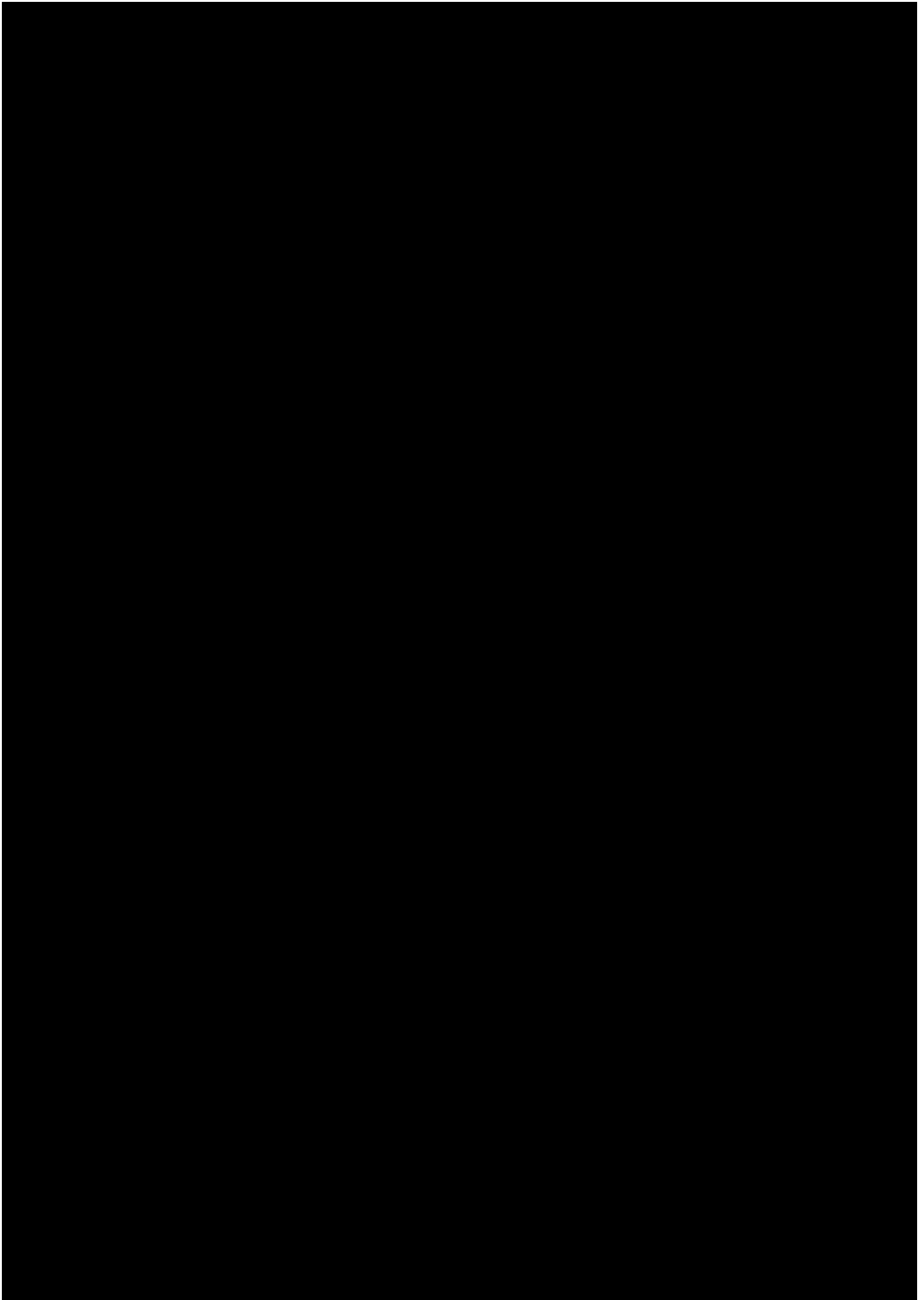


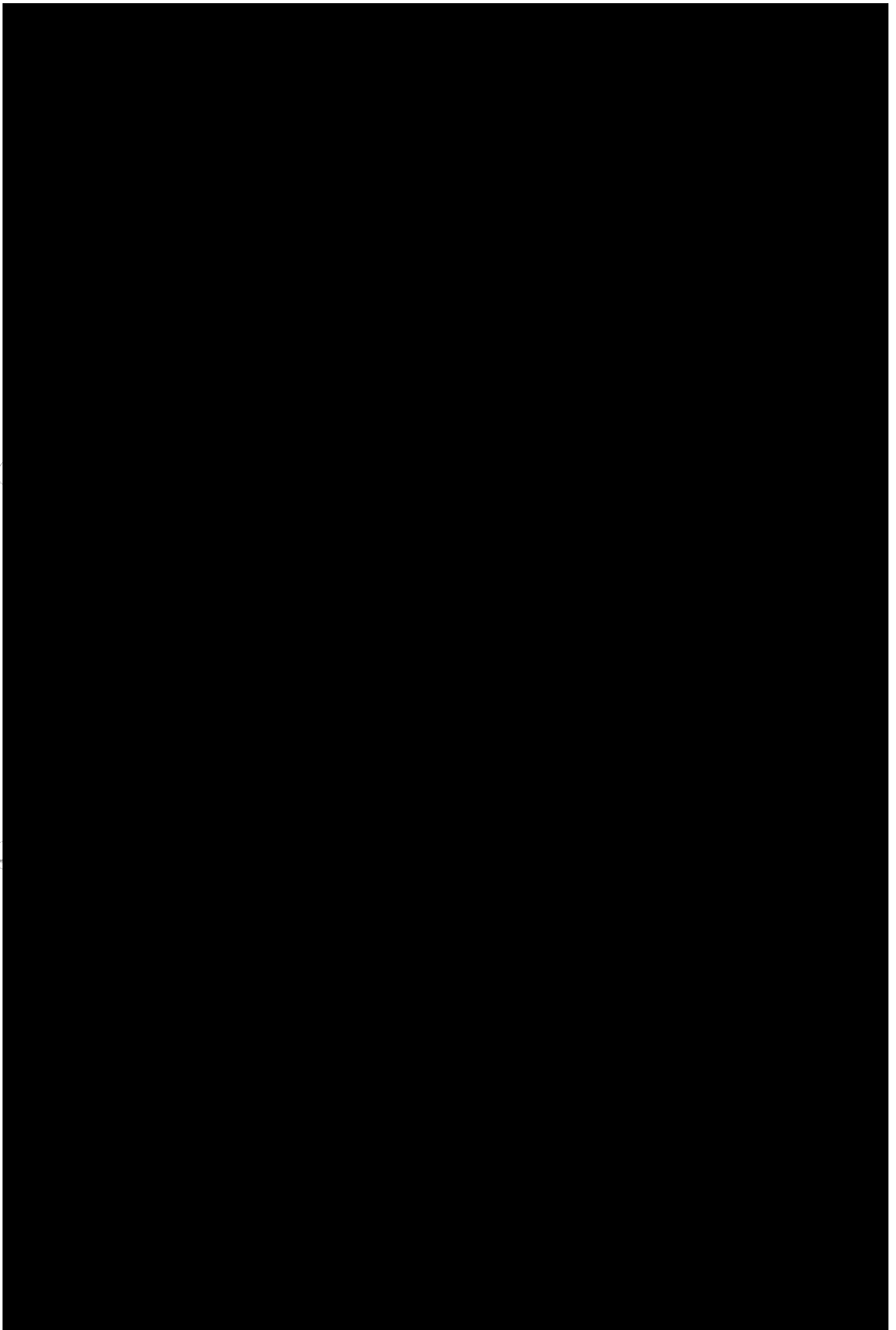


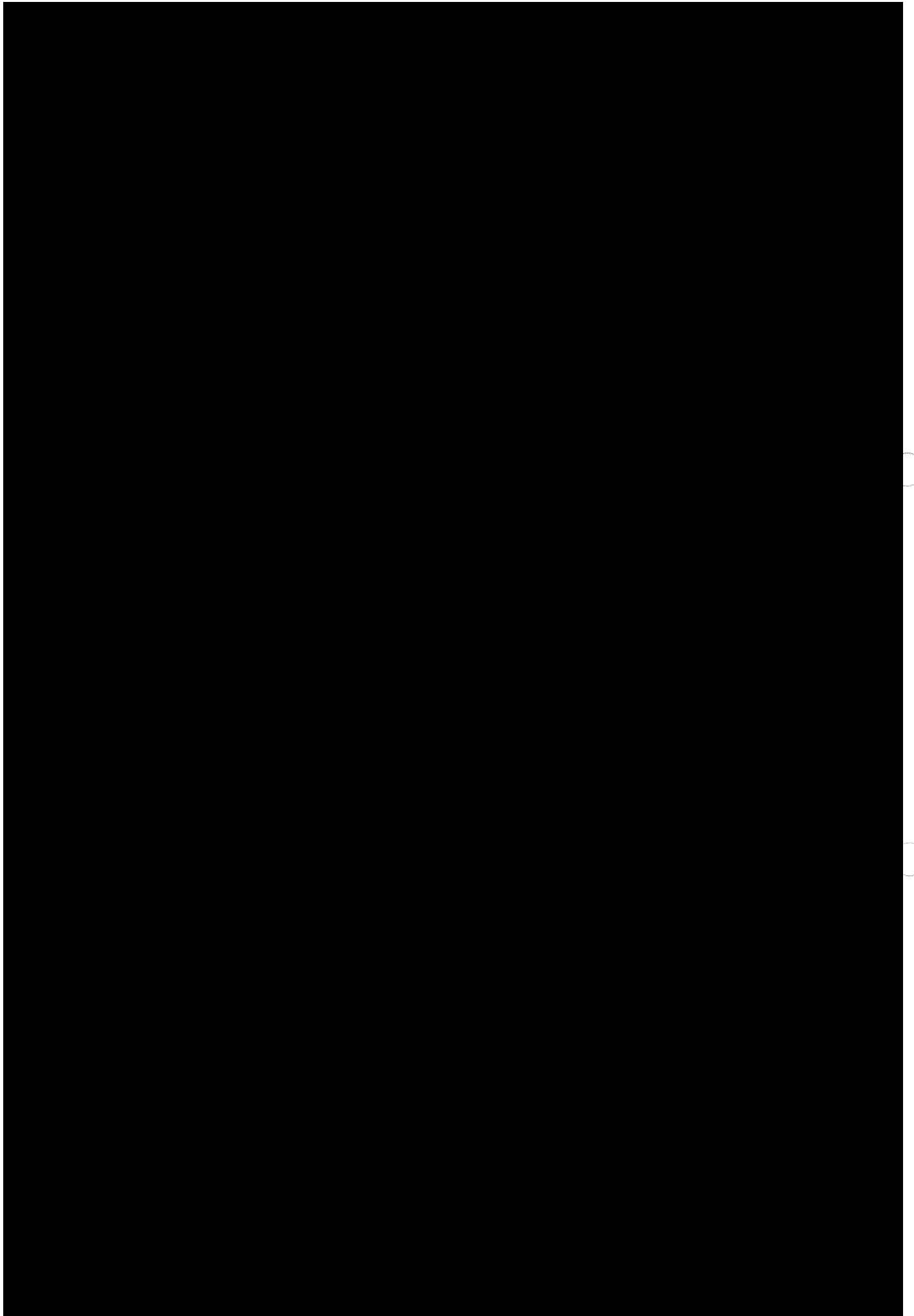




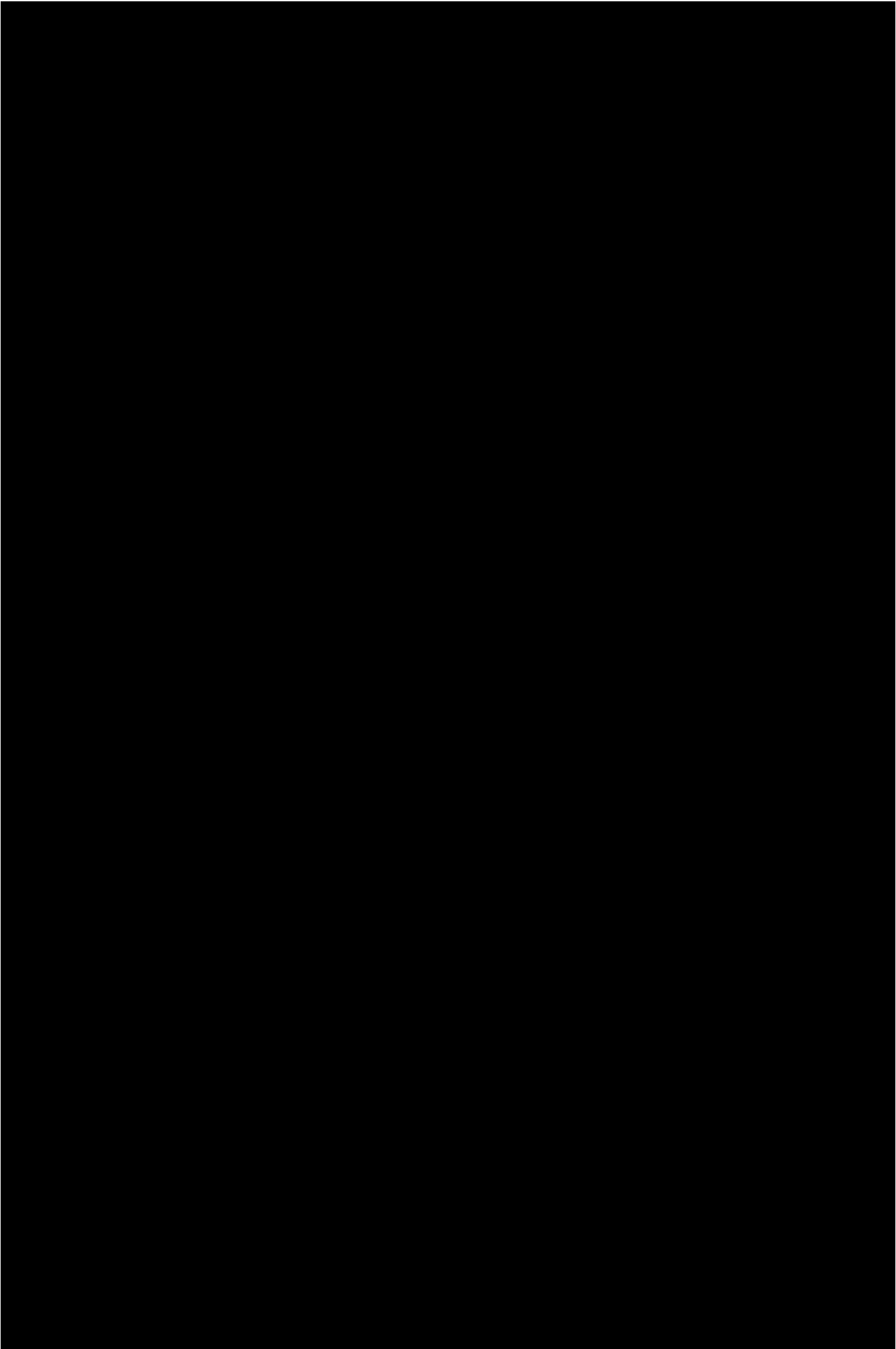


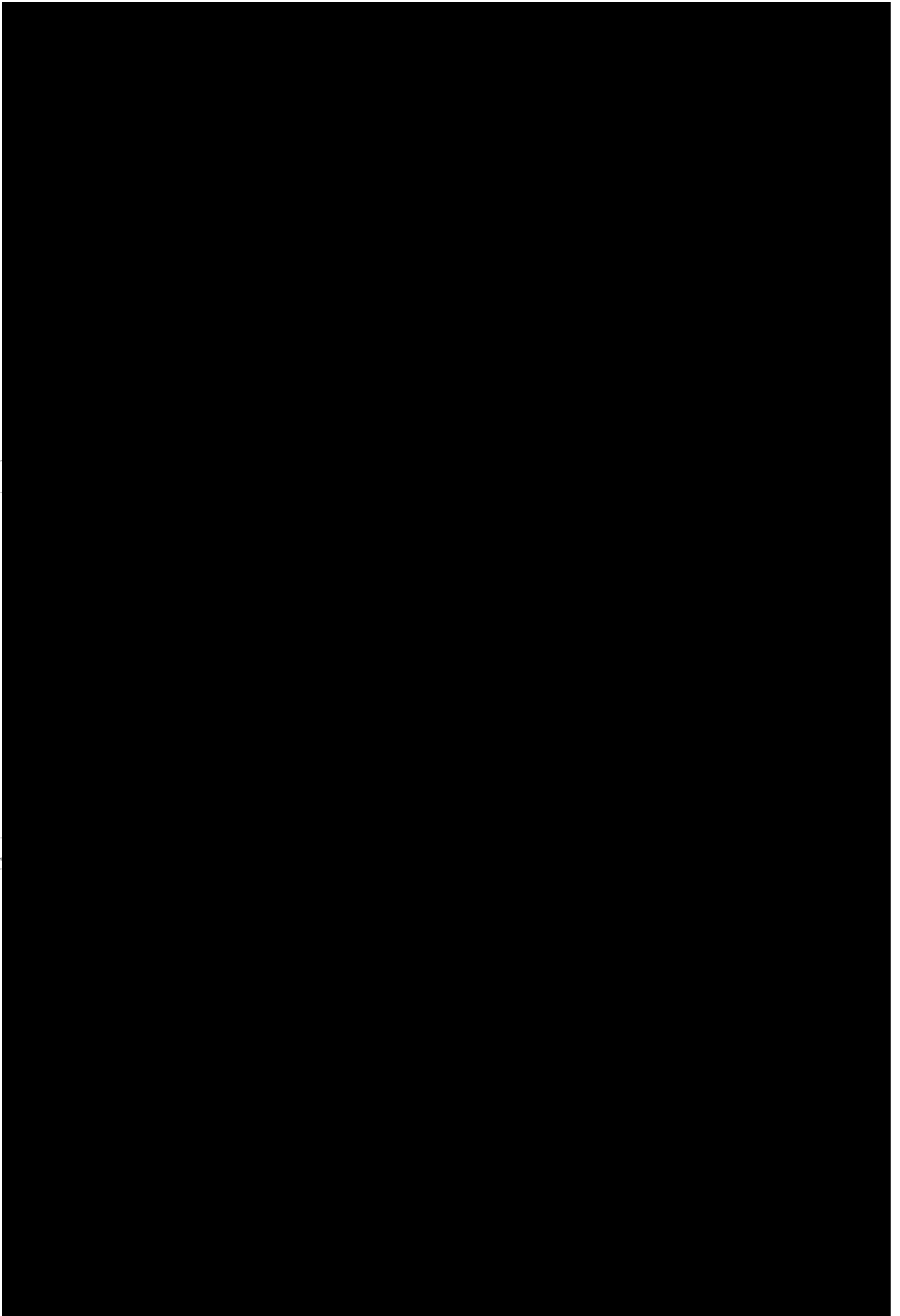


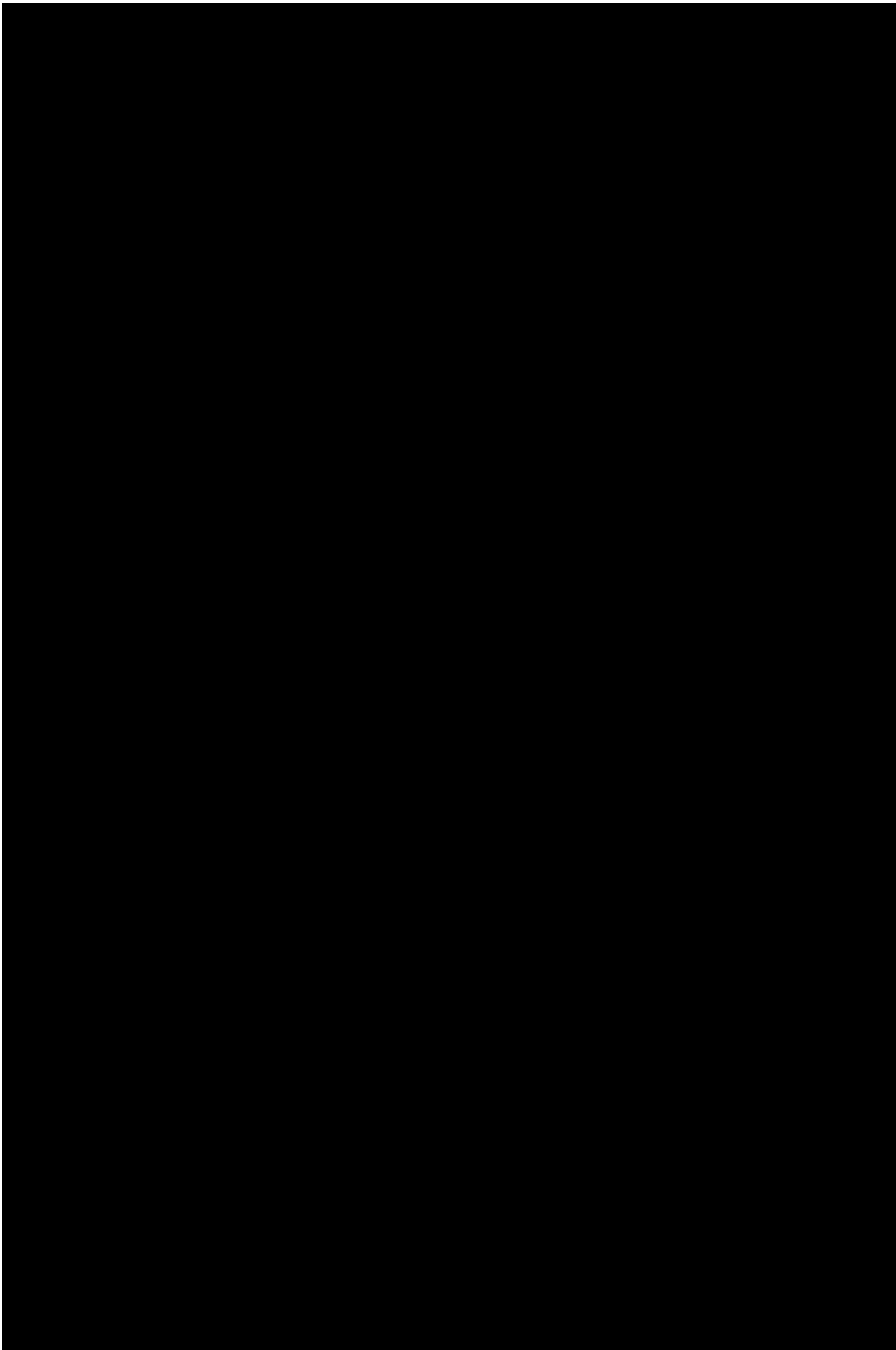


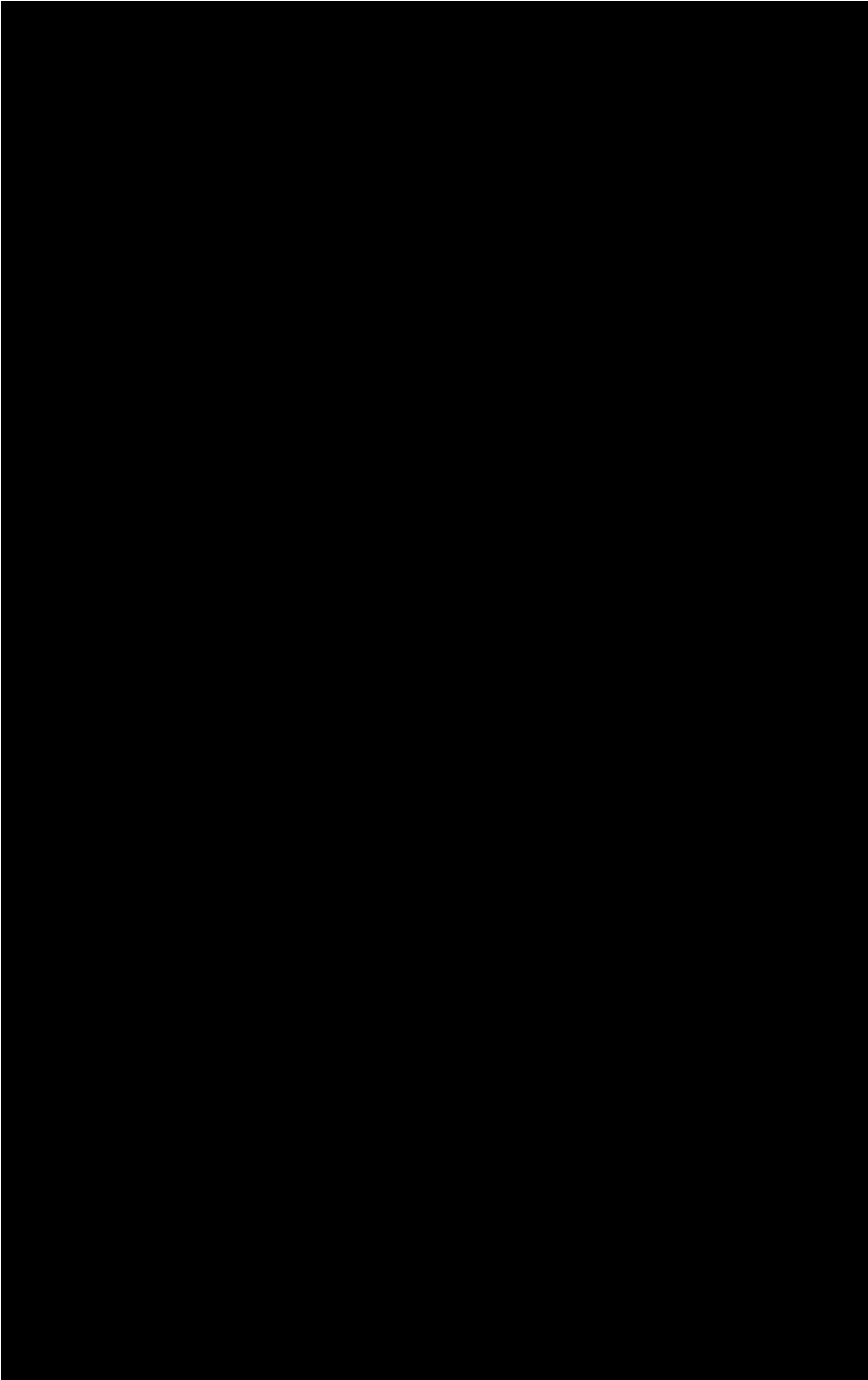


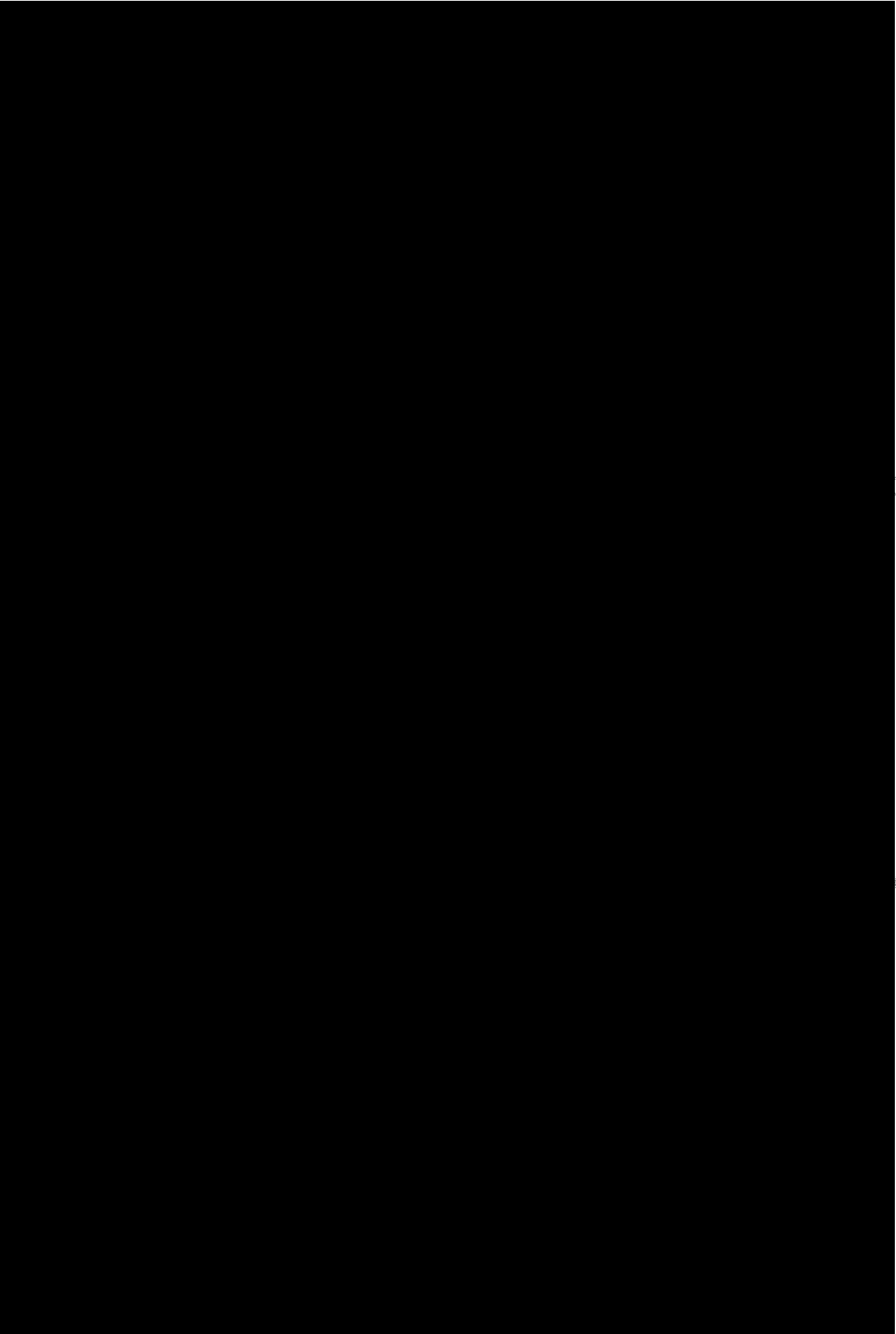


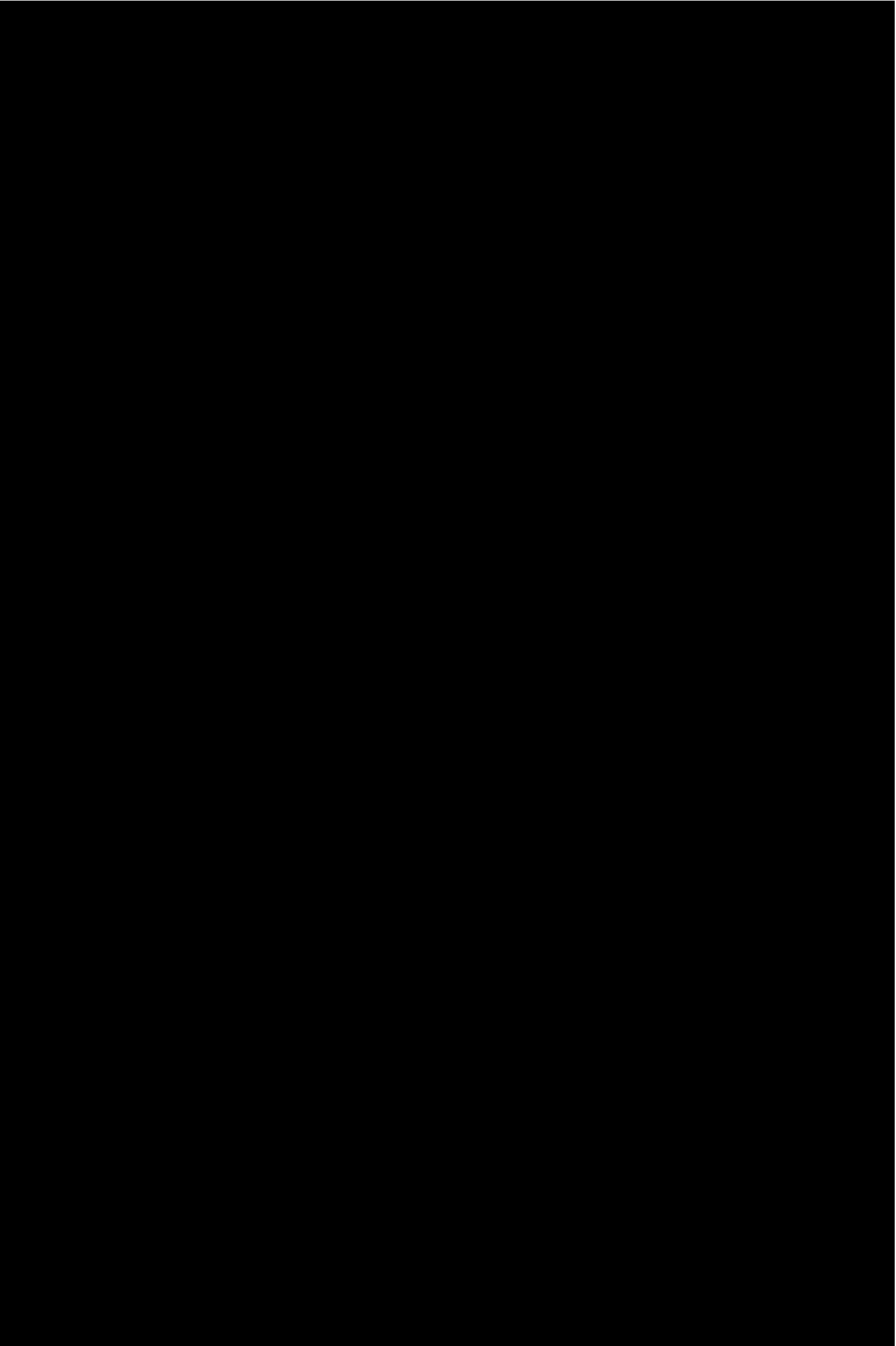


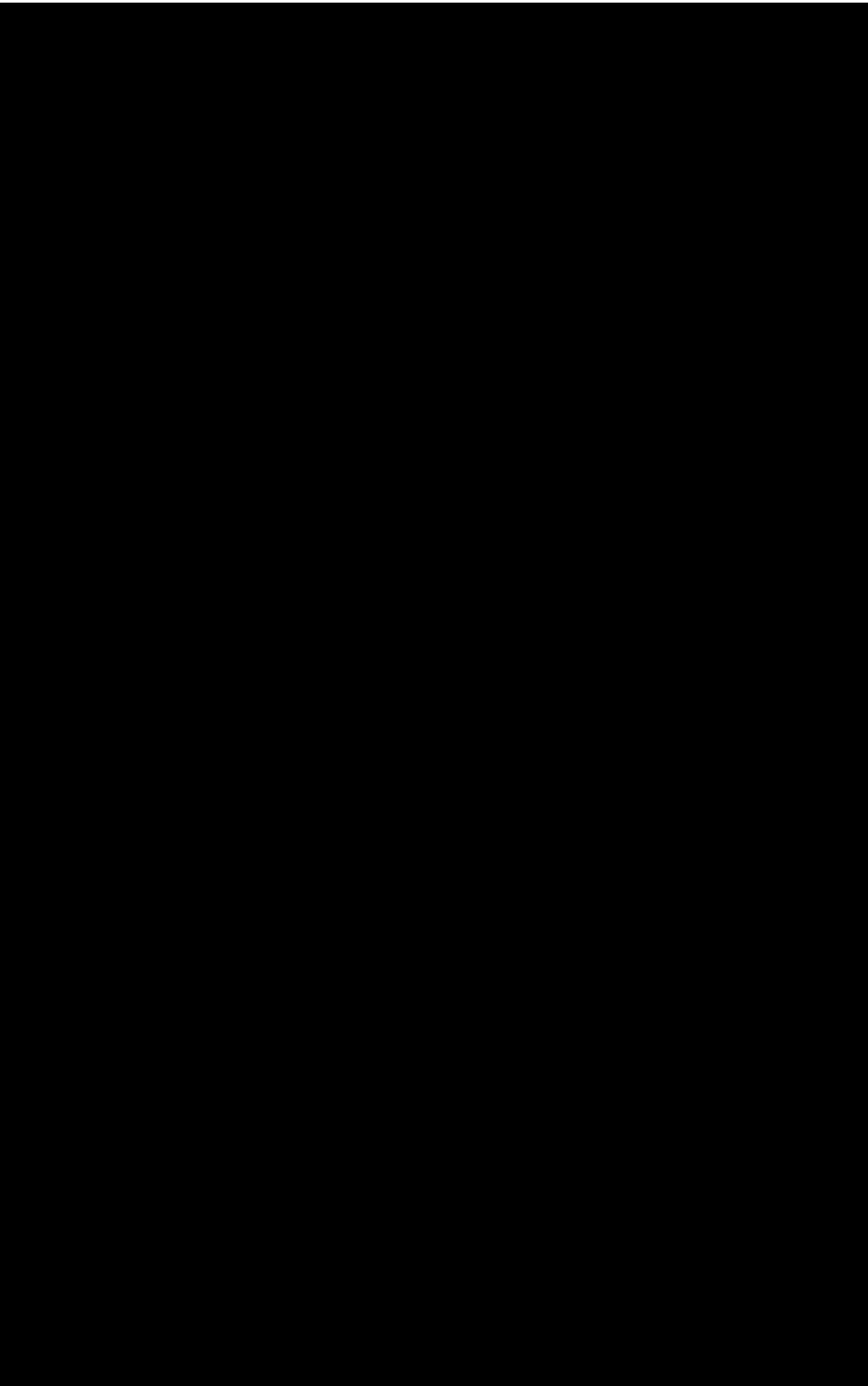




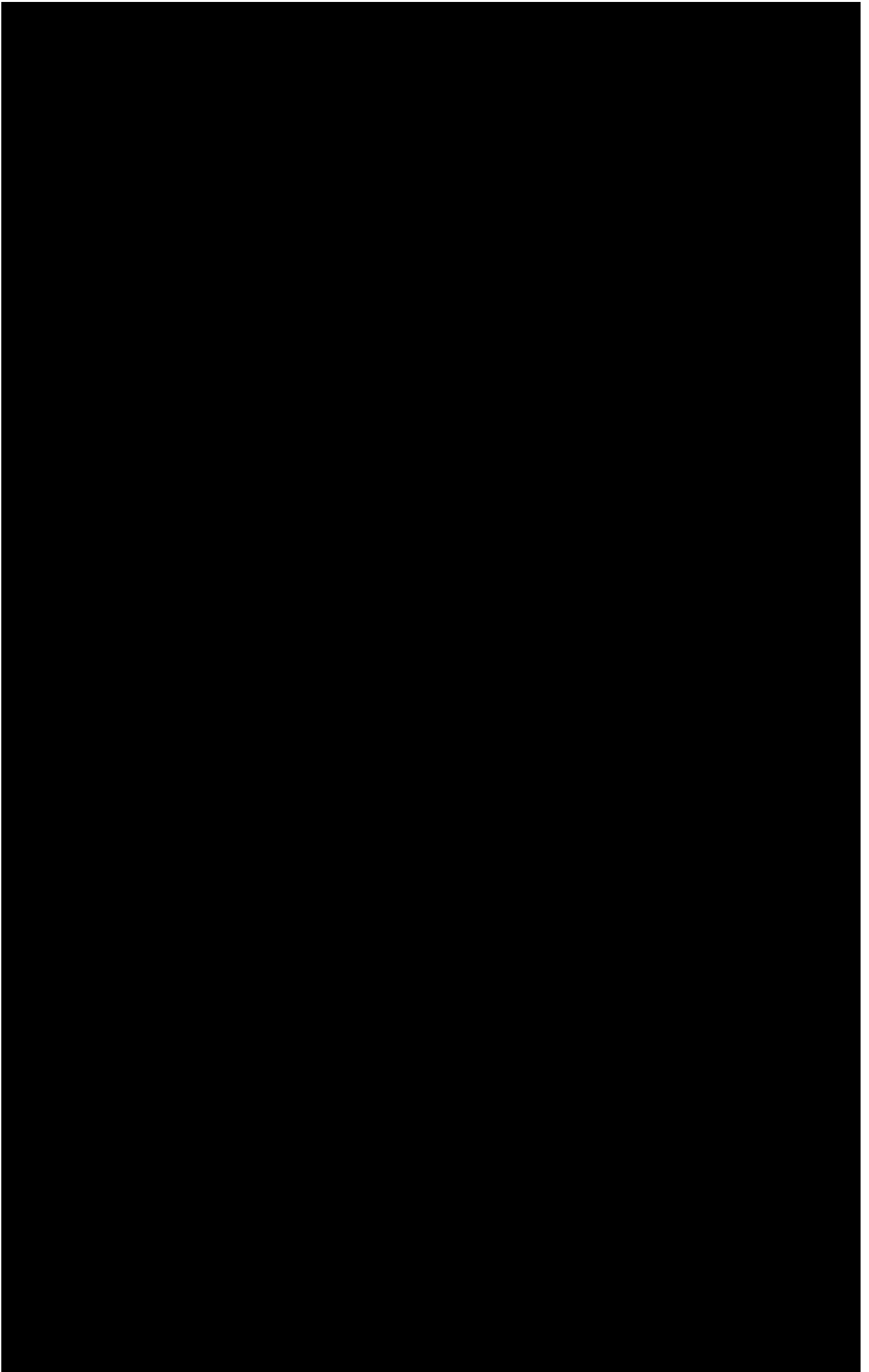


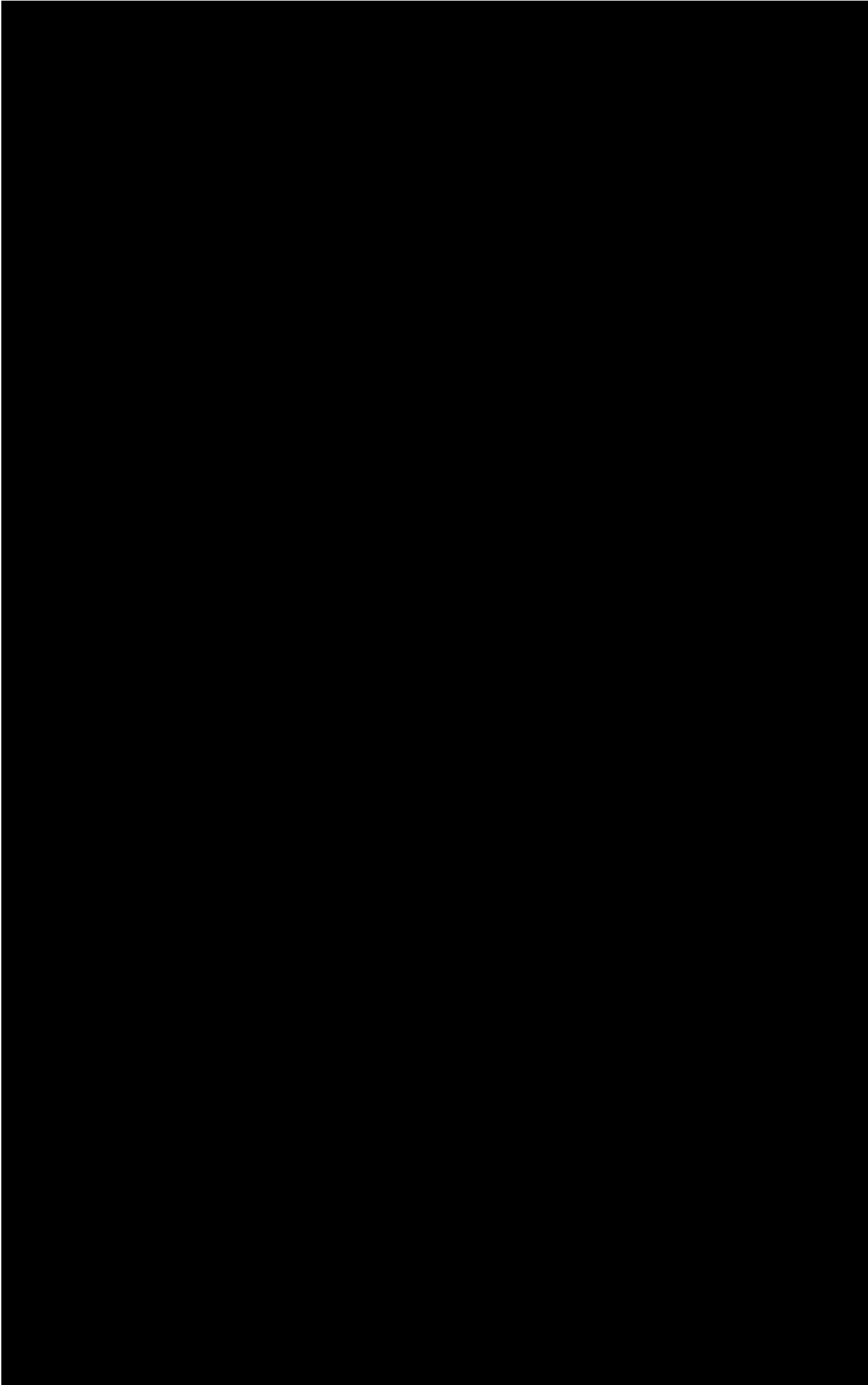


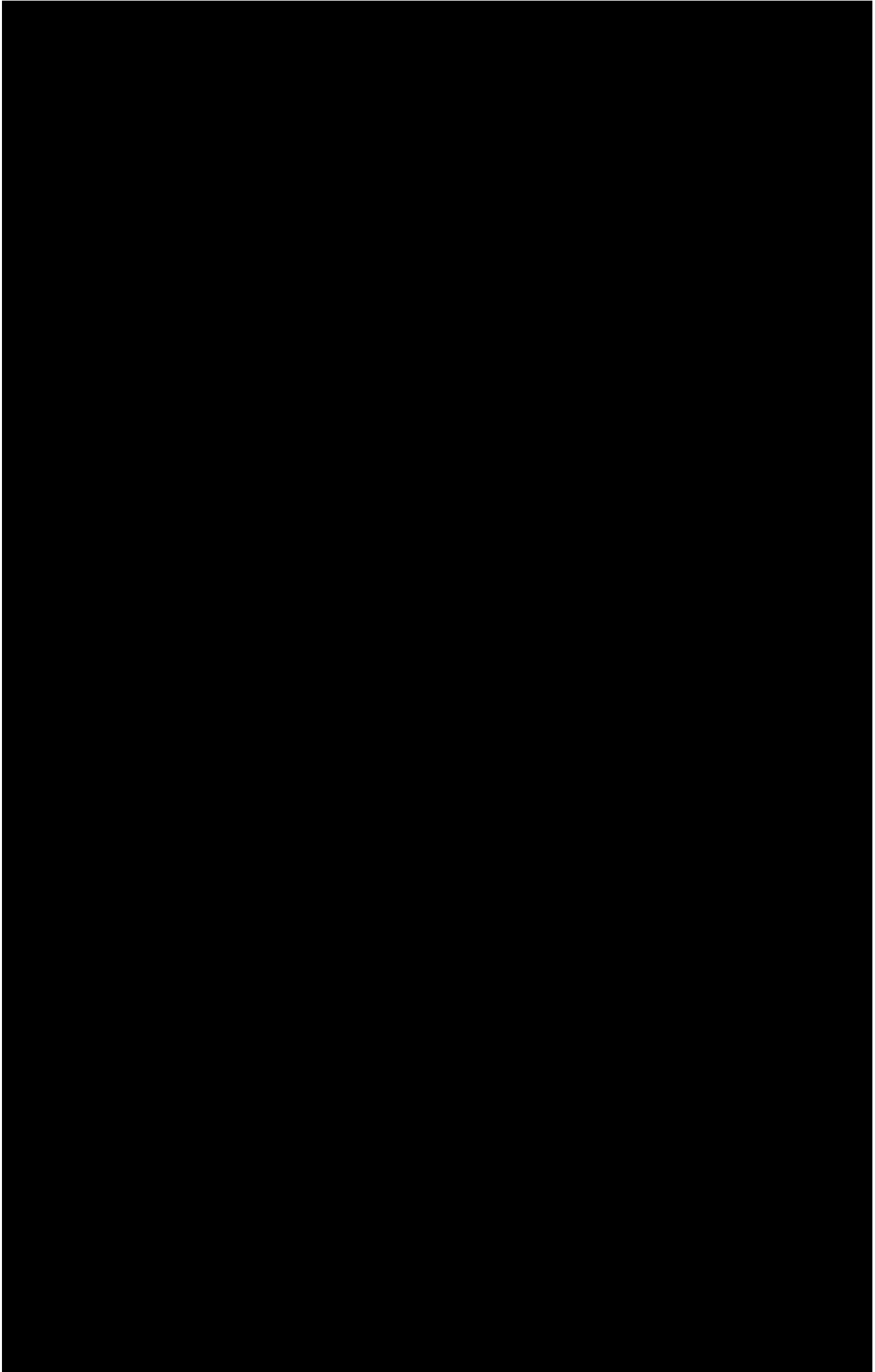


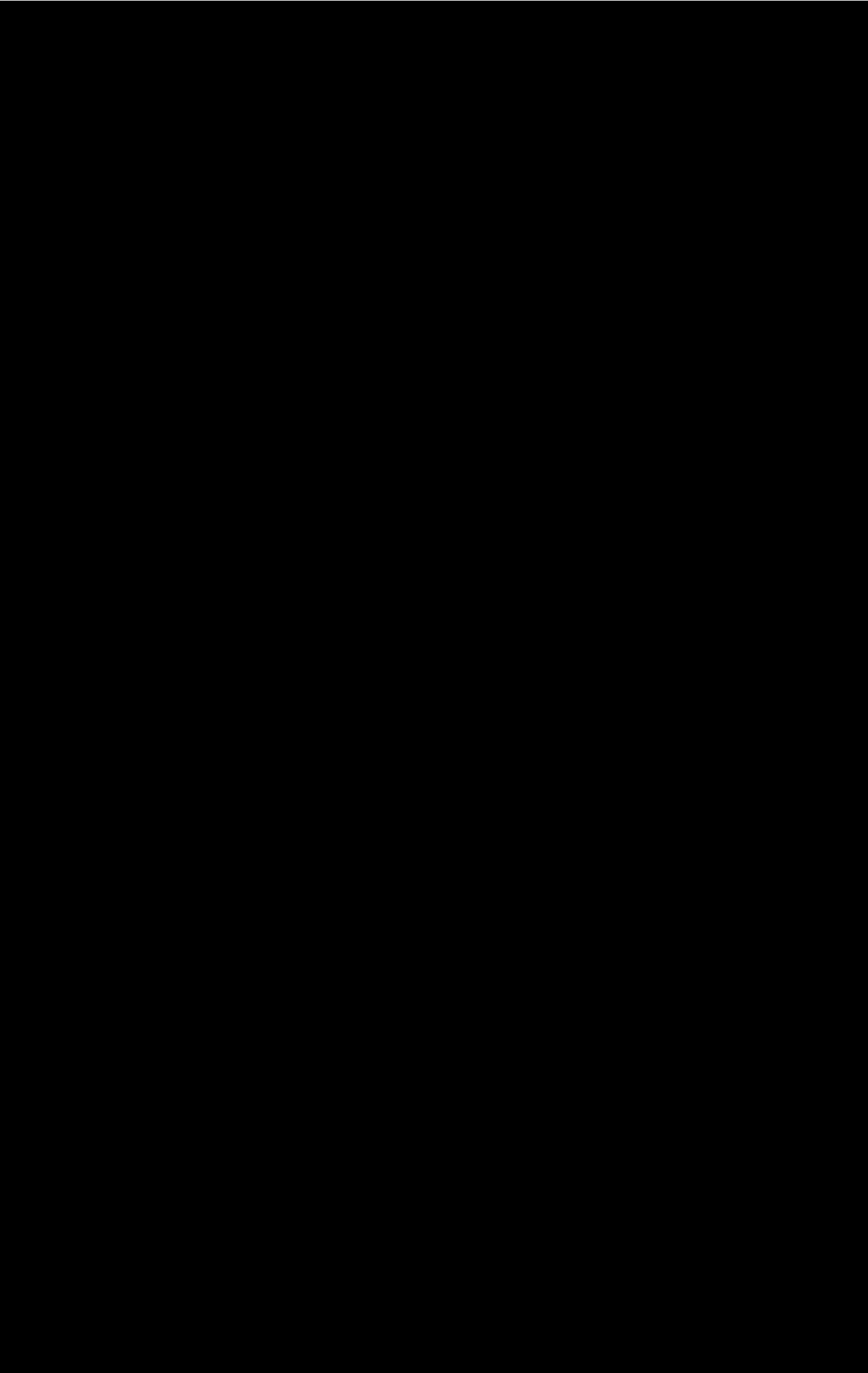


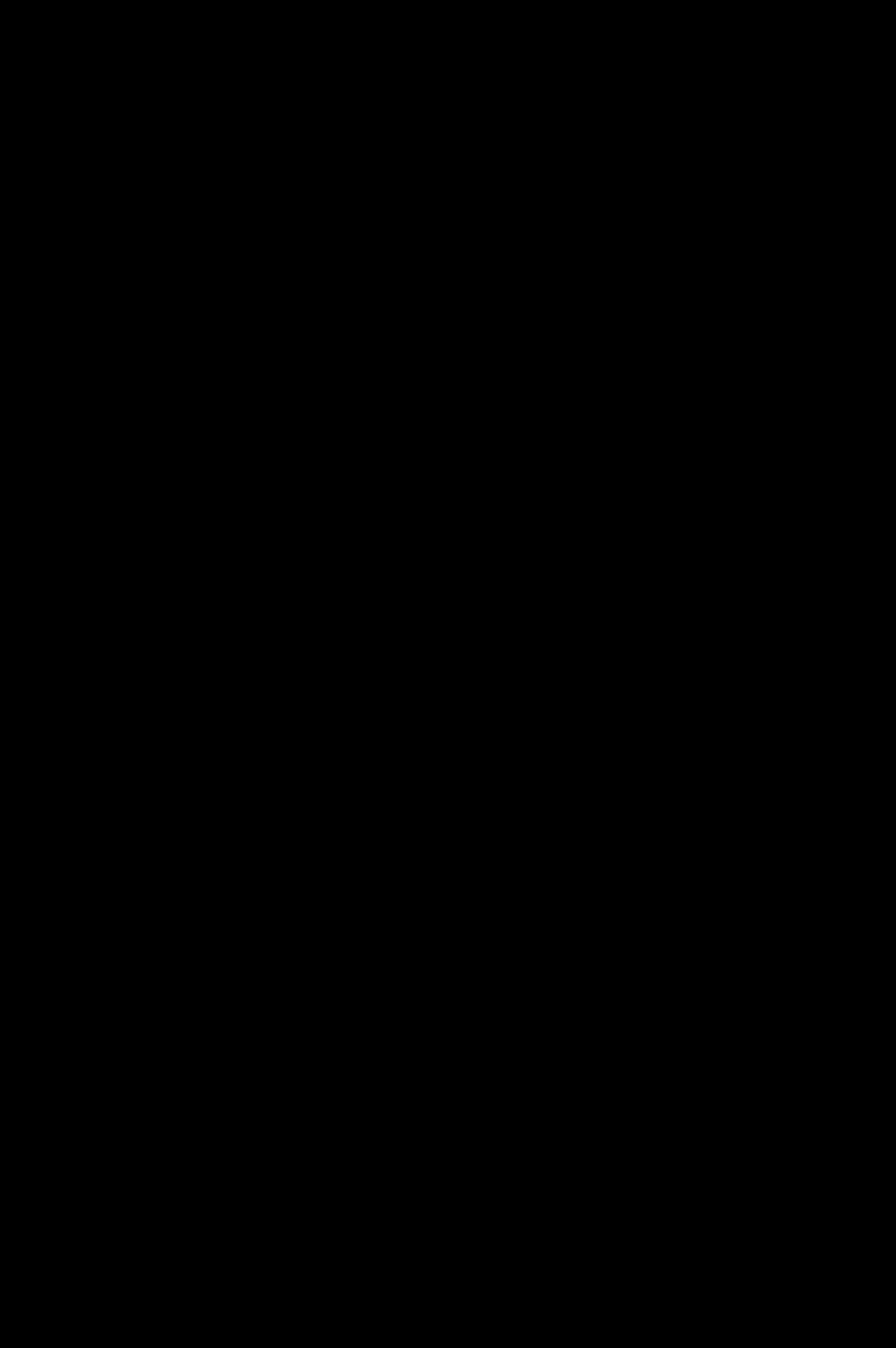


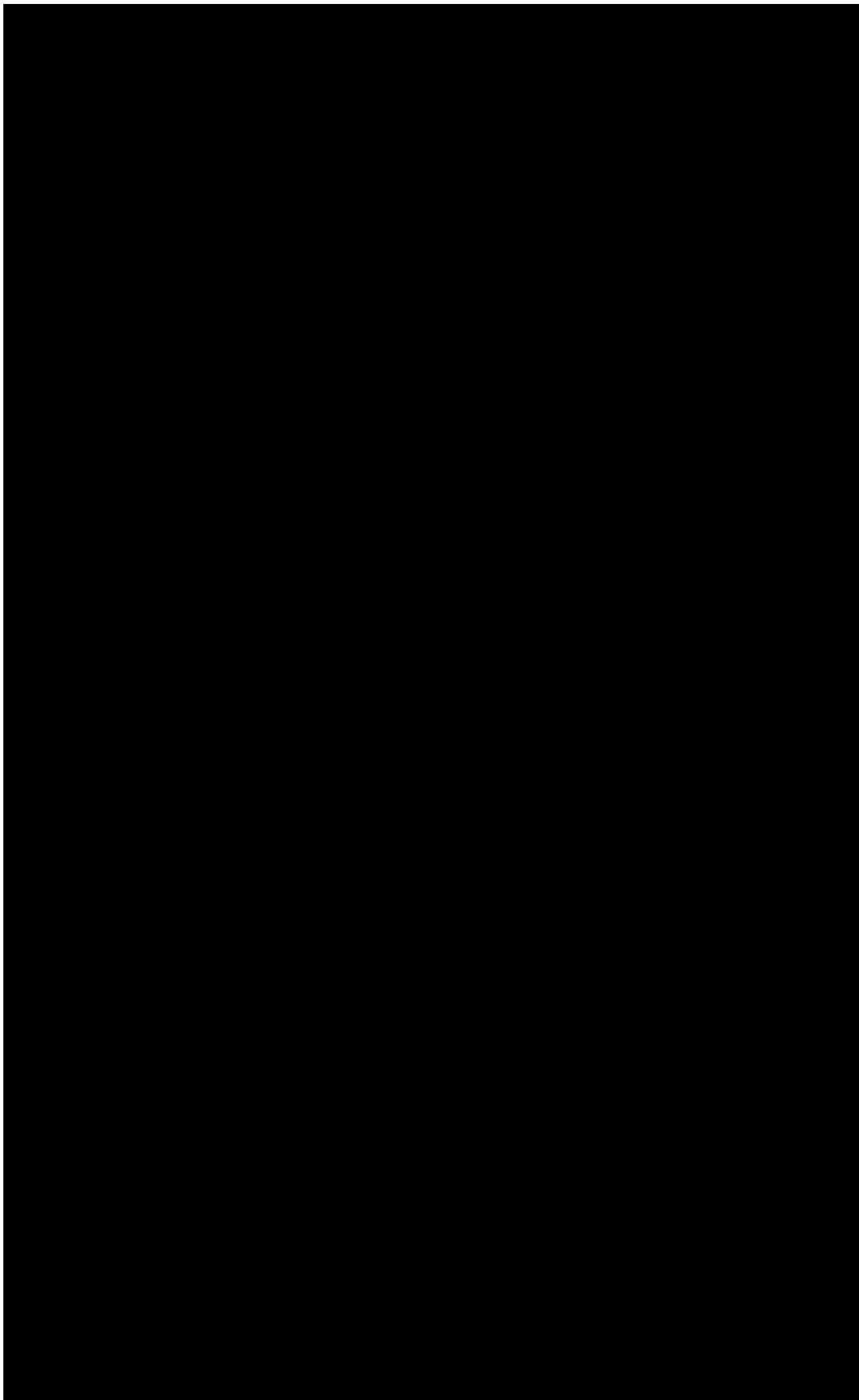


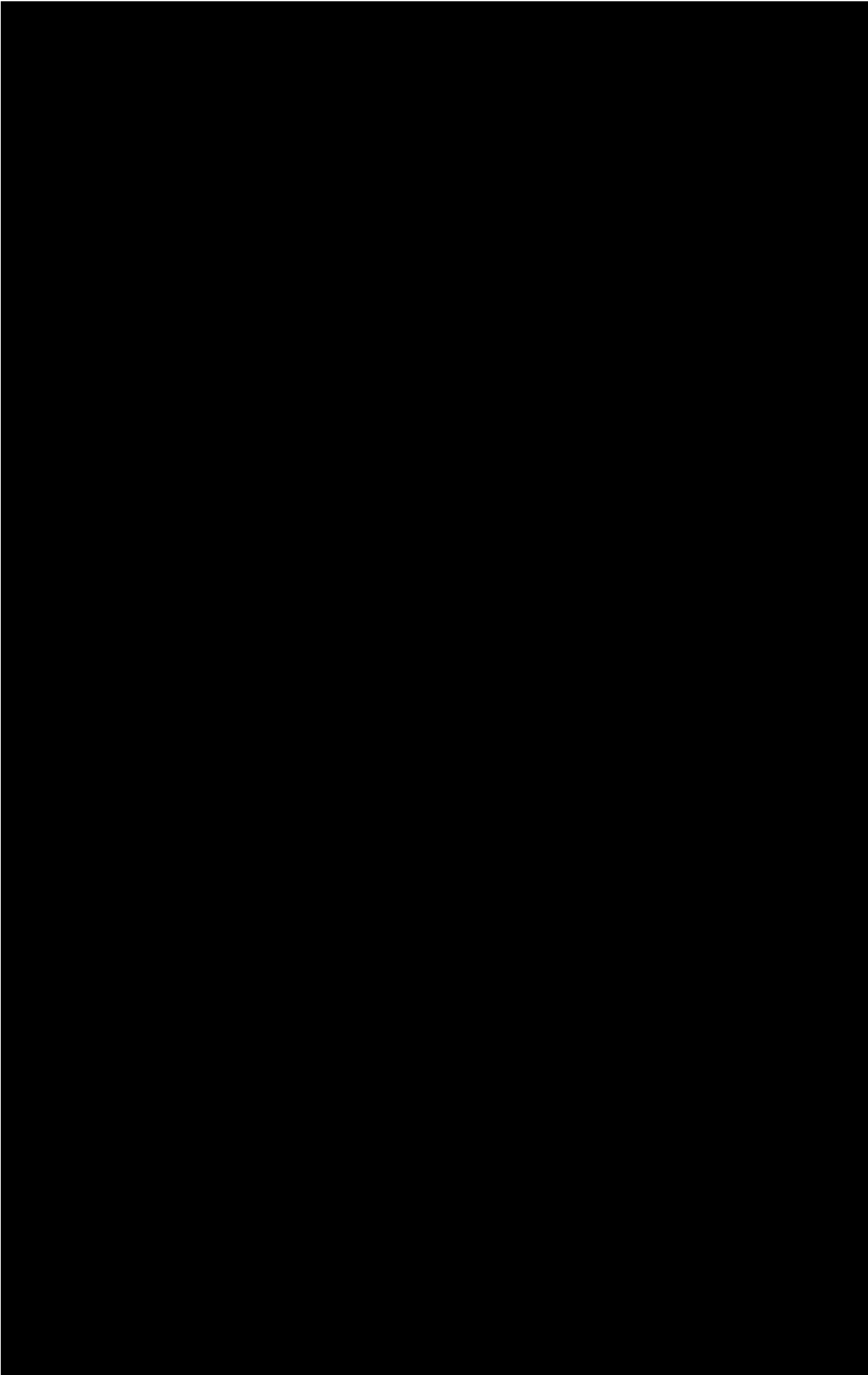




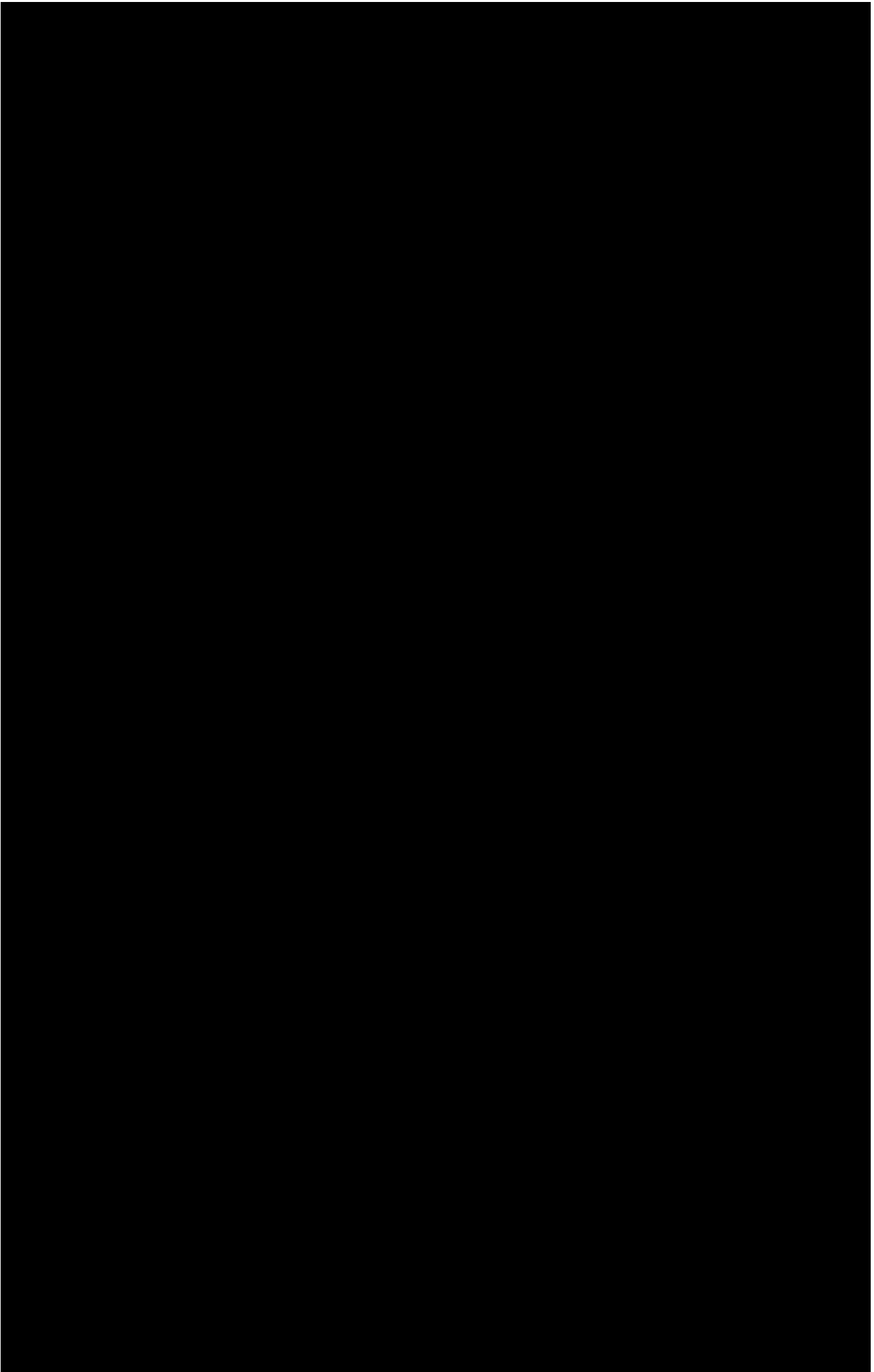


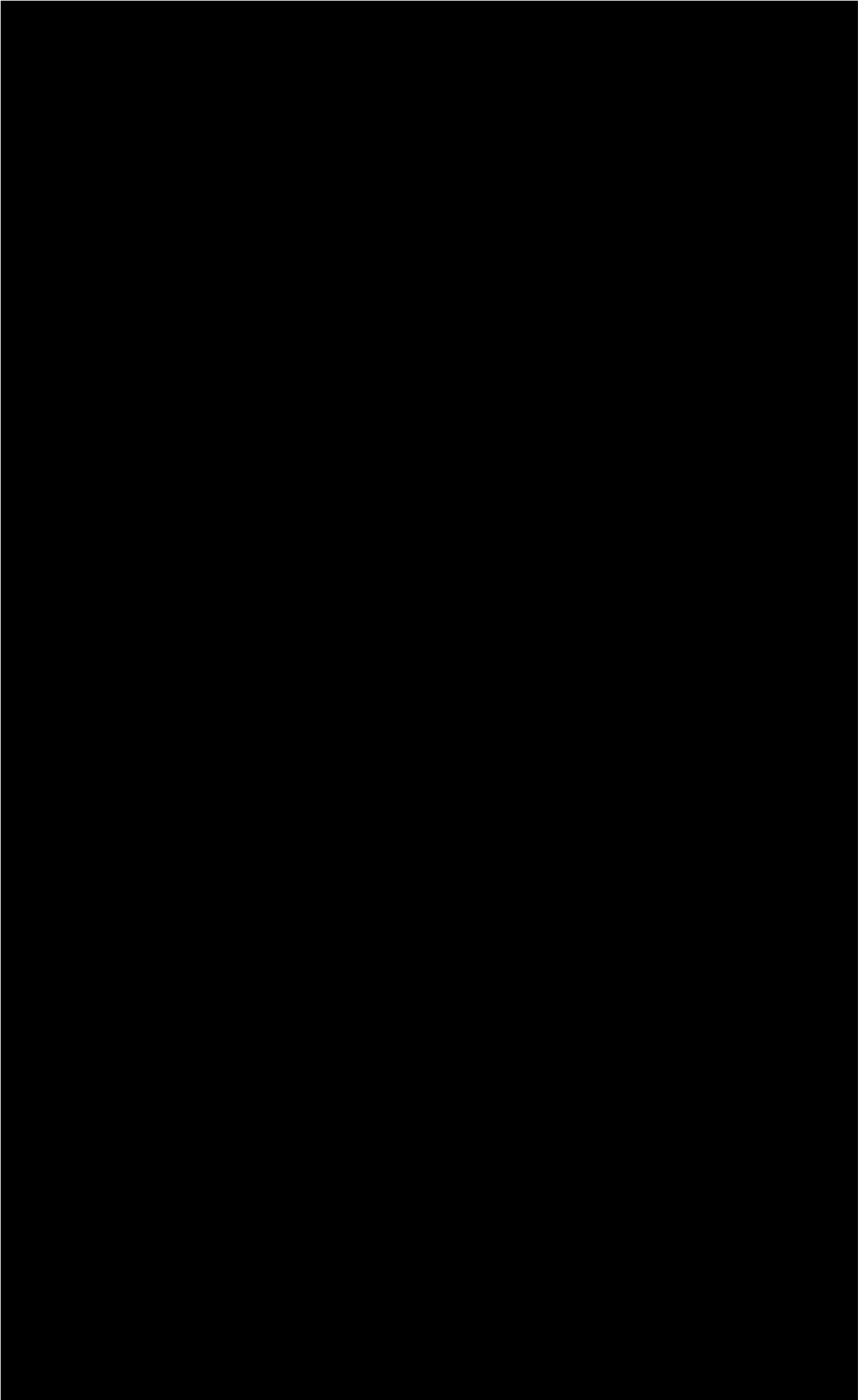












SIGNED as a deed poll.

Signed sealed and delivered for and on behalf of [*insert name of Financial Institution*] by its Attorney under a Power of Attorney dated [*insert*], and the Attorney declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of:

Signature of Attorney

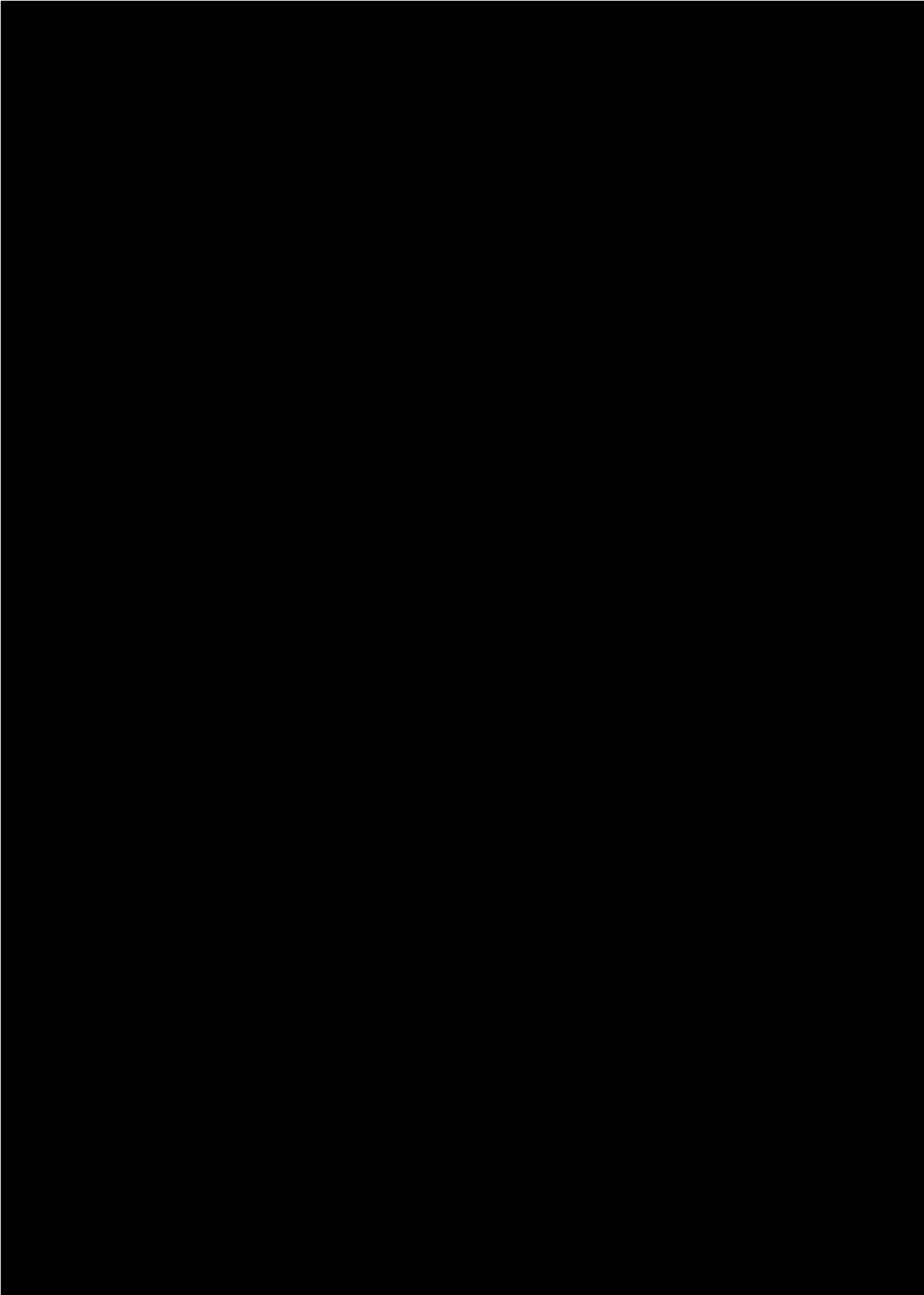
Signature of Witness

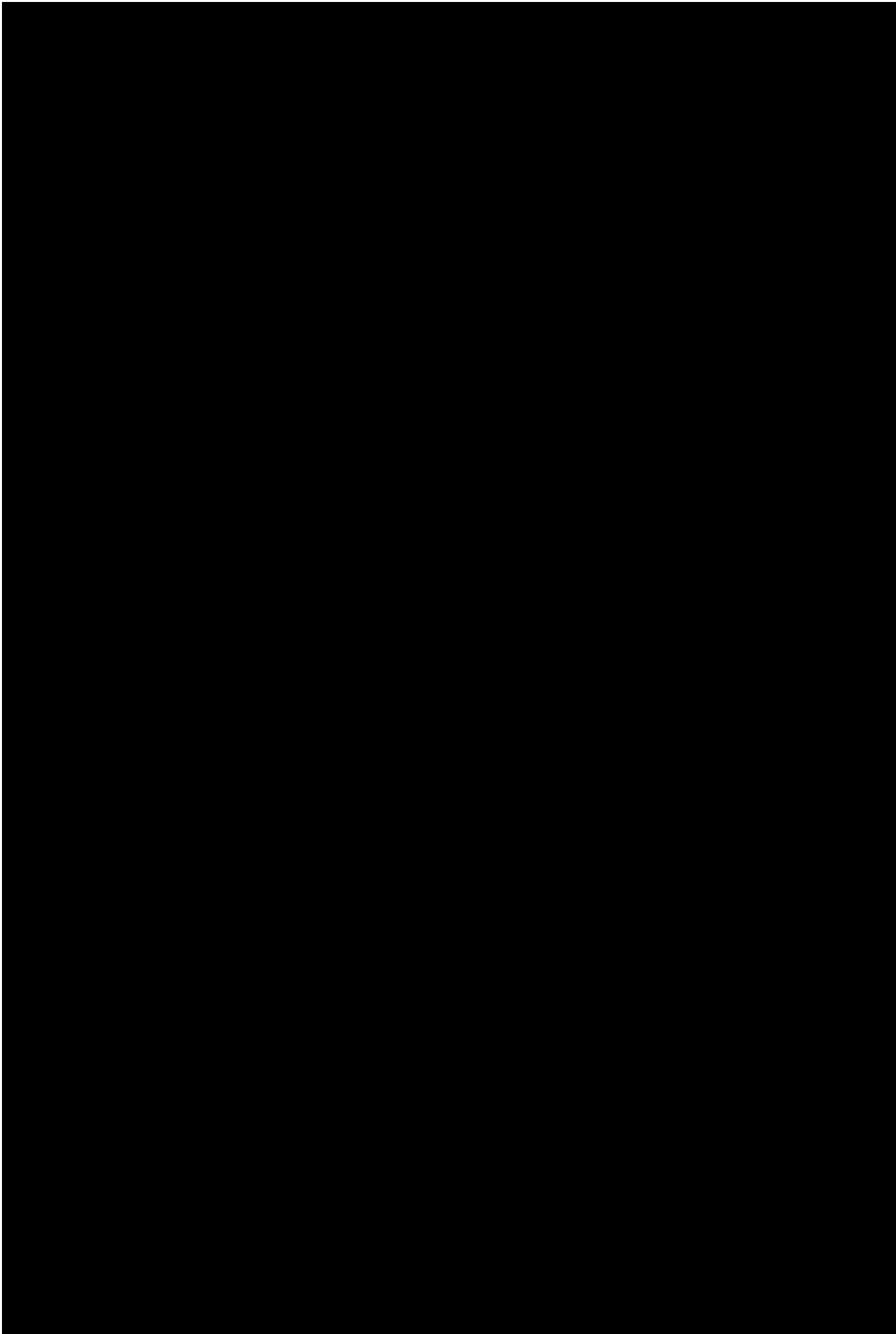
Name of Attorney in full

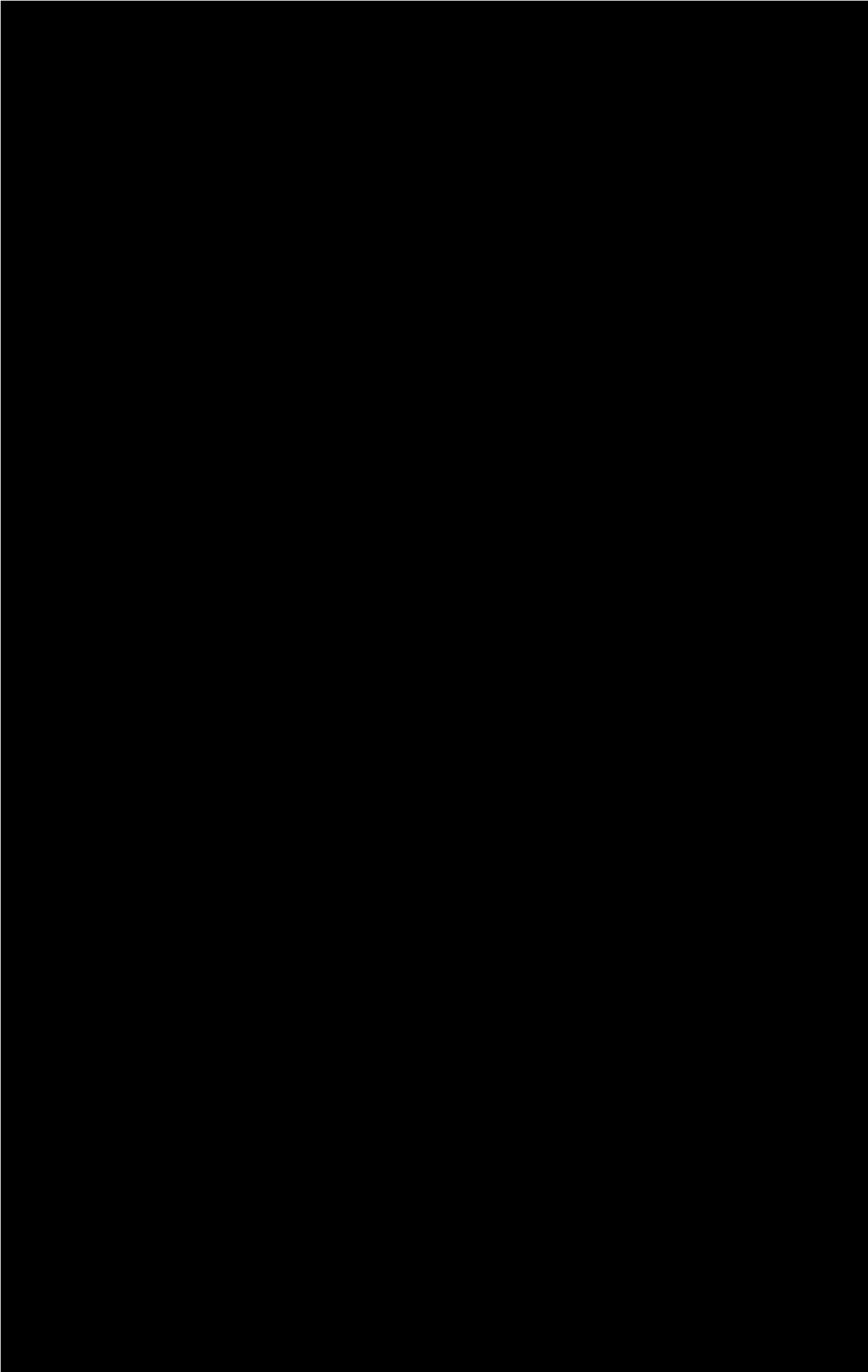
Name of Witness in full

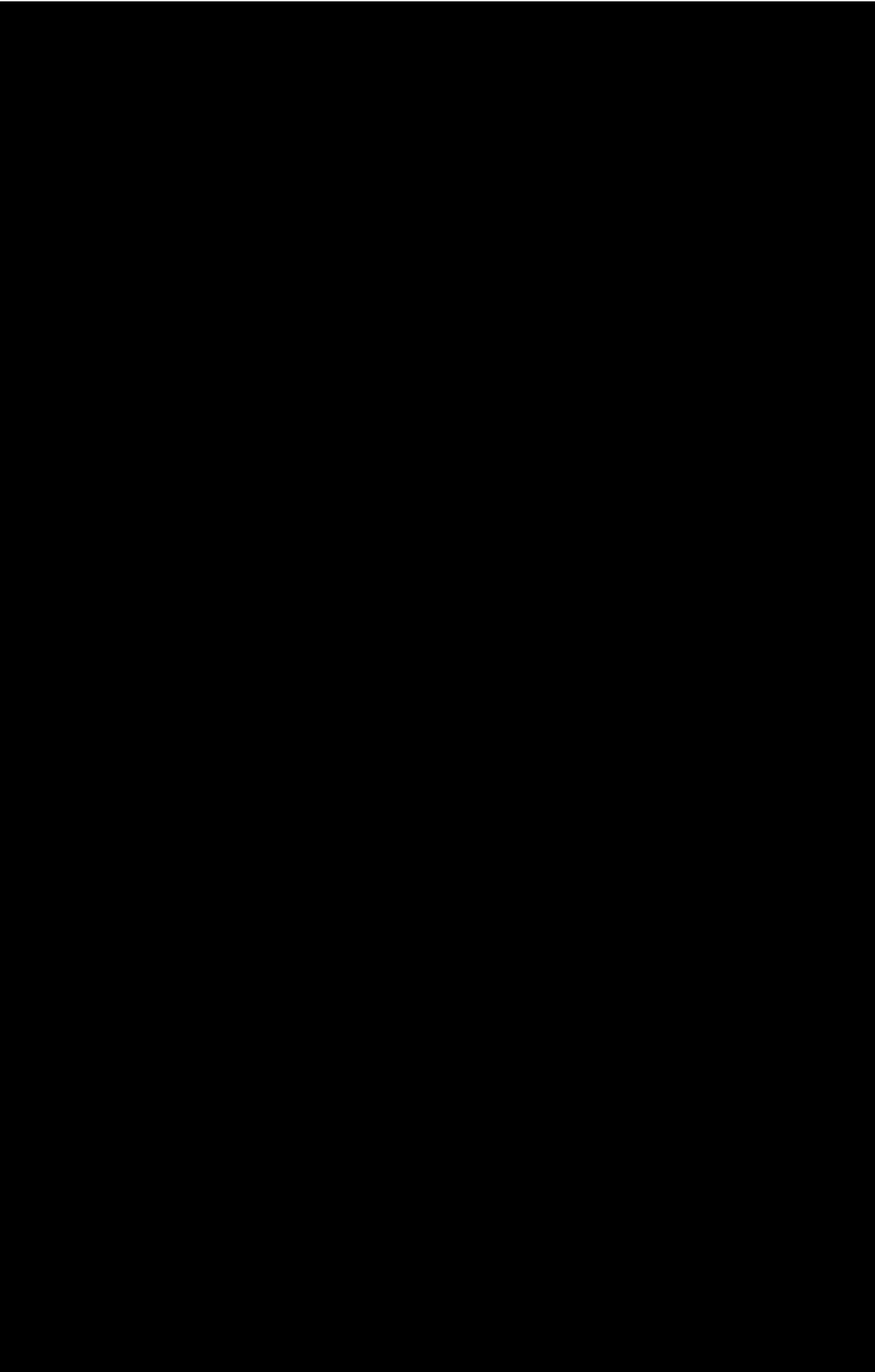
**JOHN
HOLLAND**

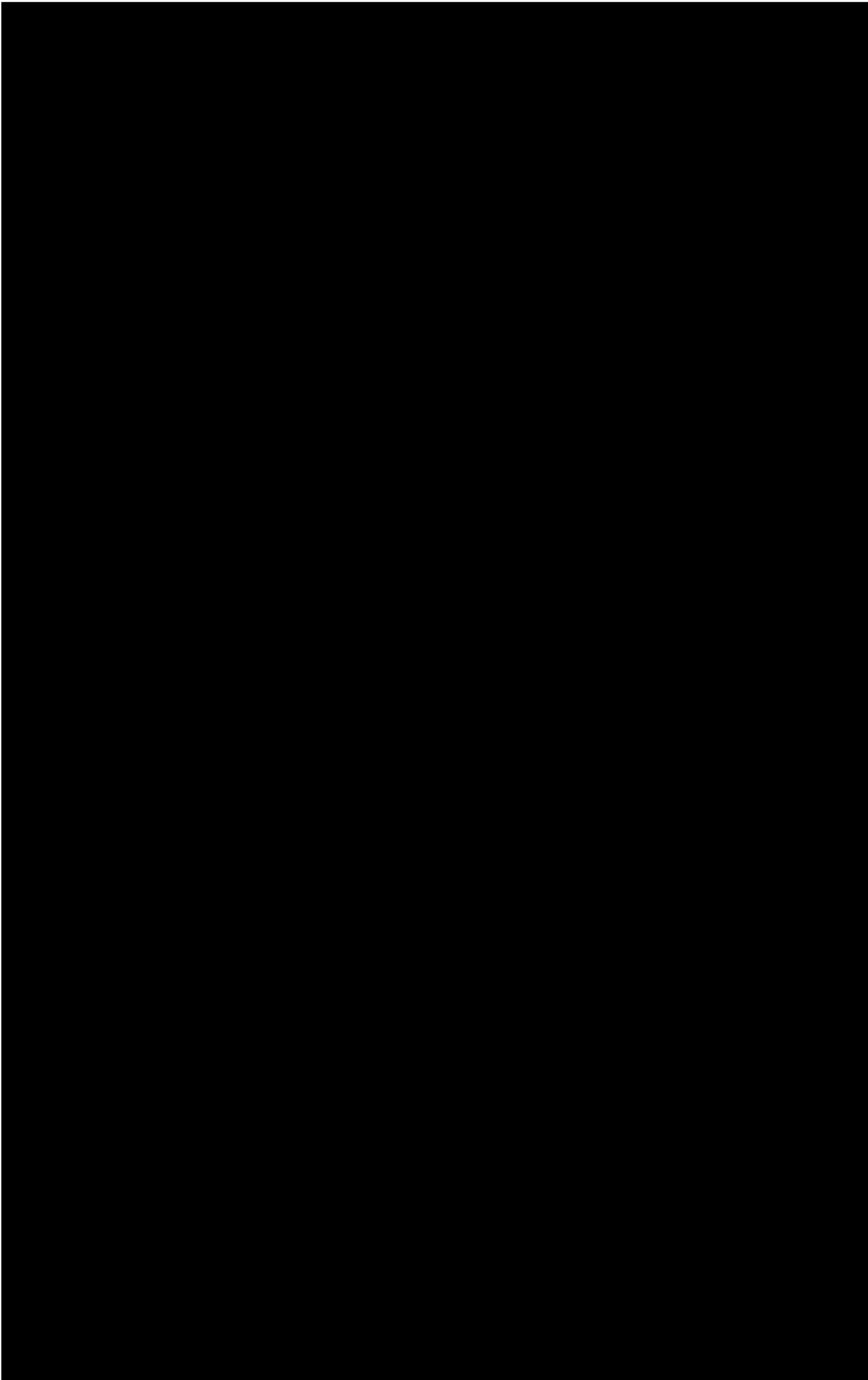
SCHEDULE E6. – FORM OF PARENT COMPANY GUARANTEE

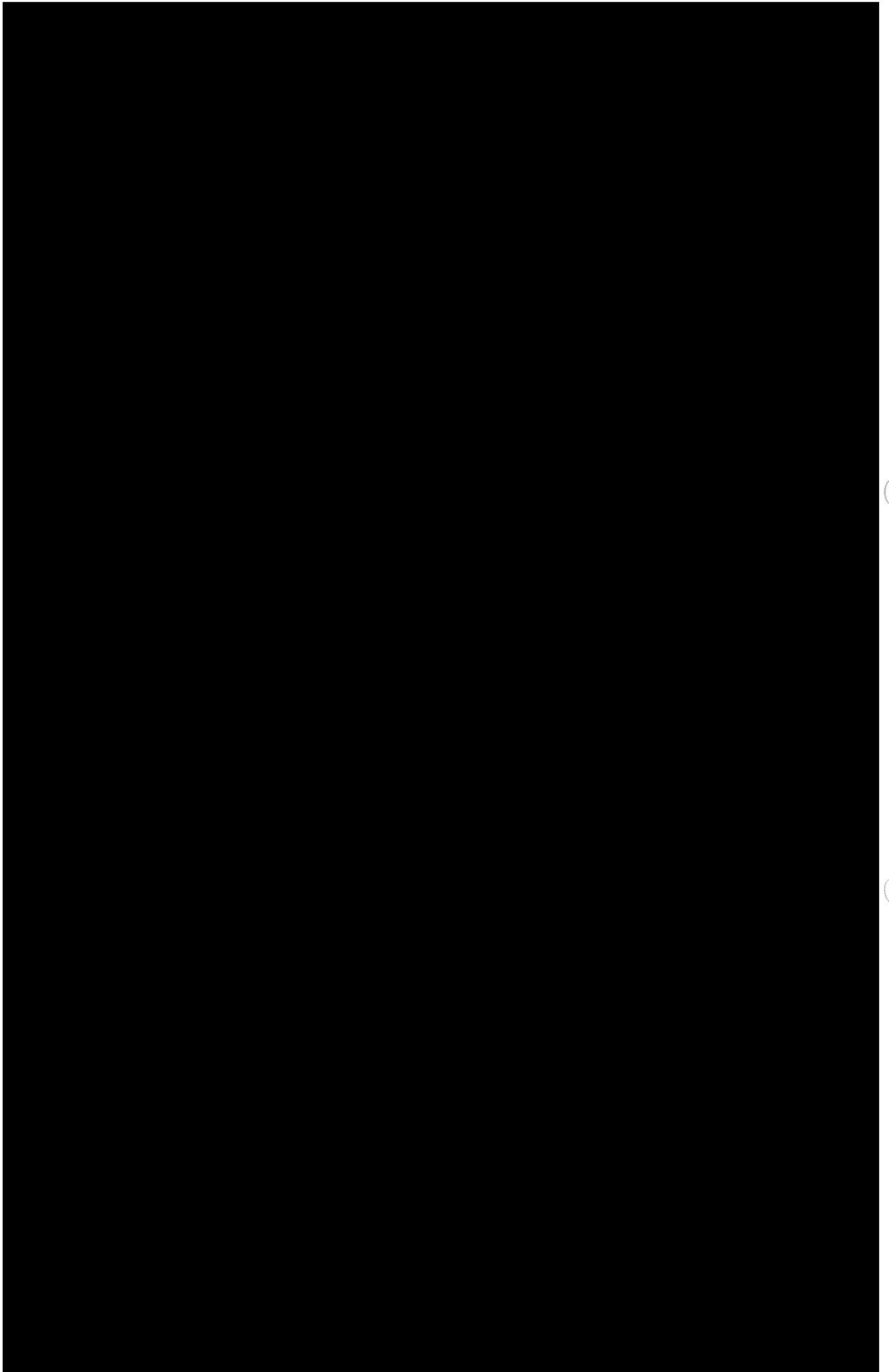


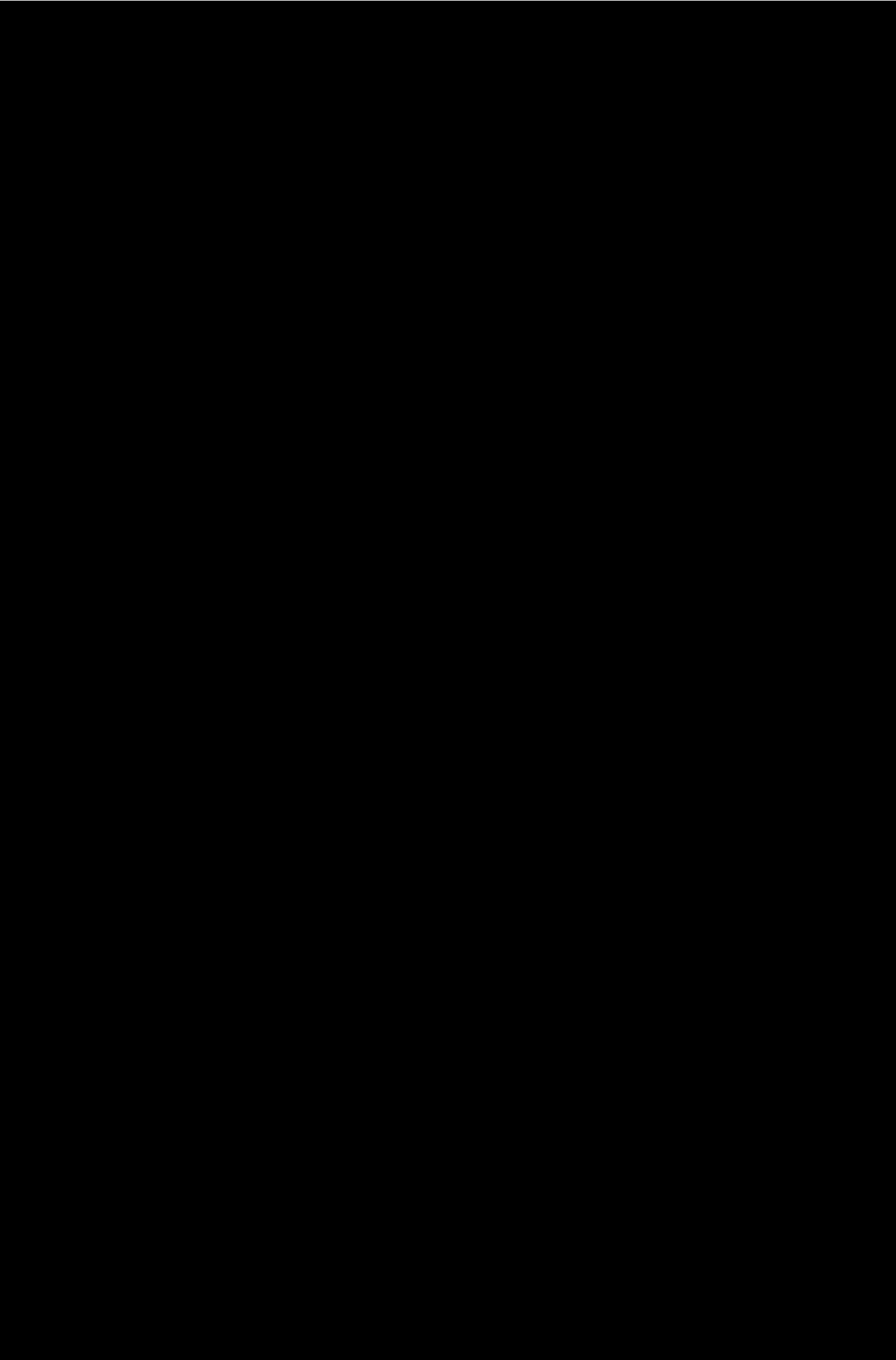


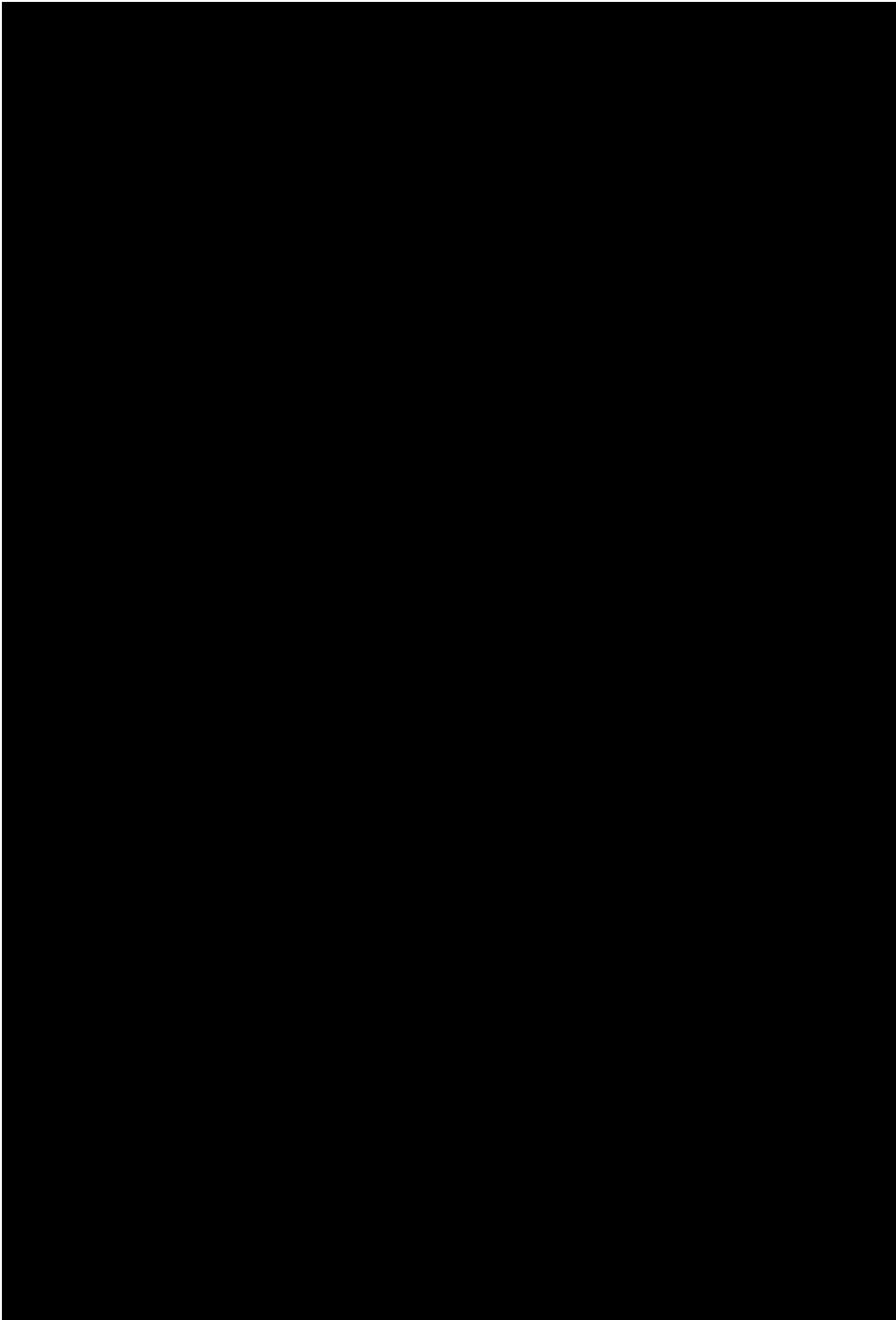




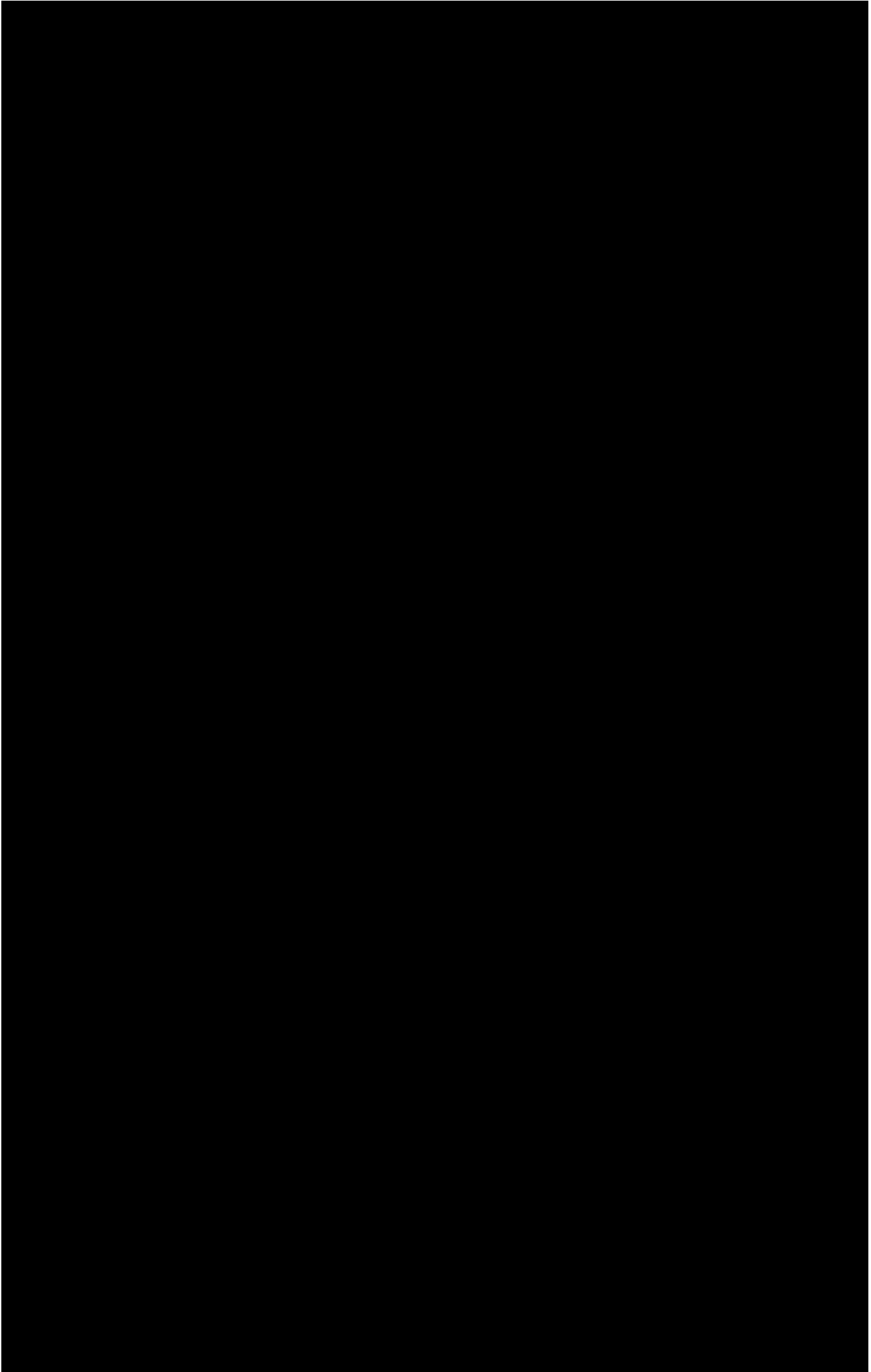


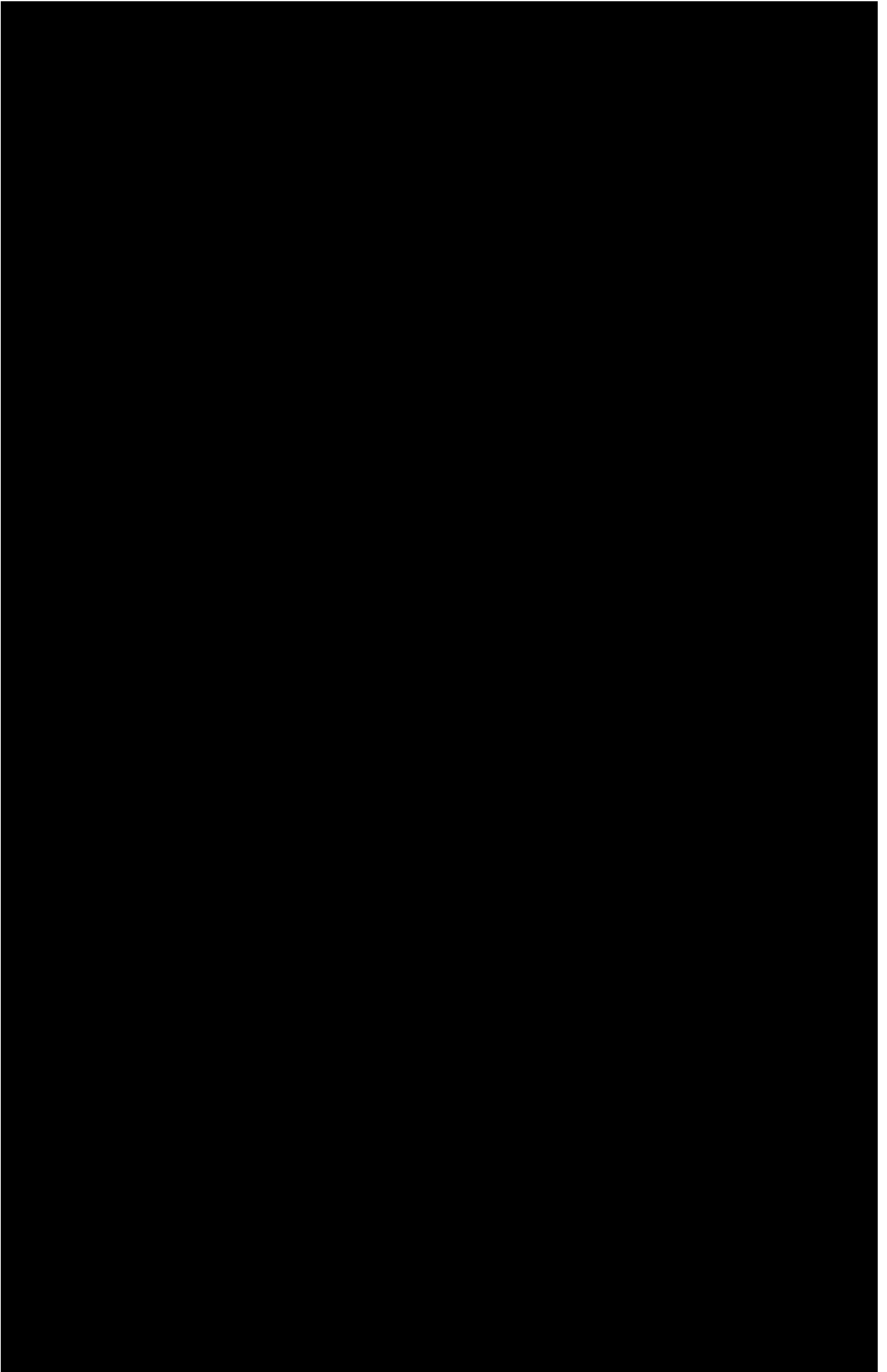


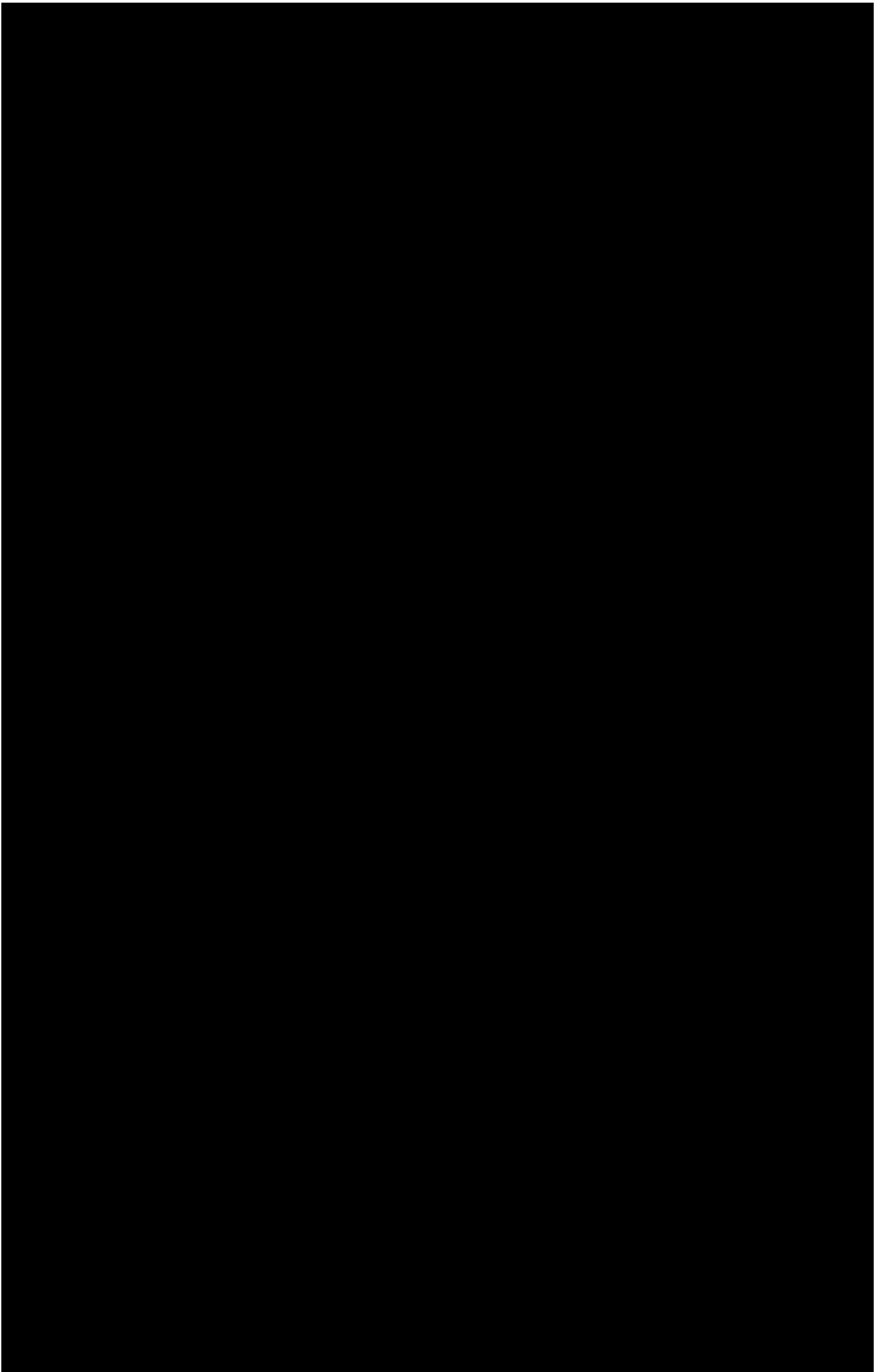




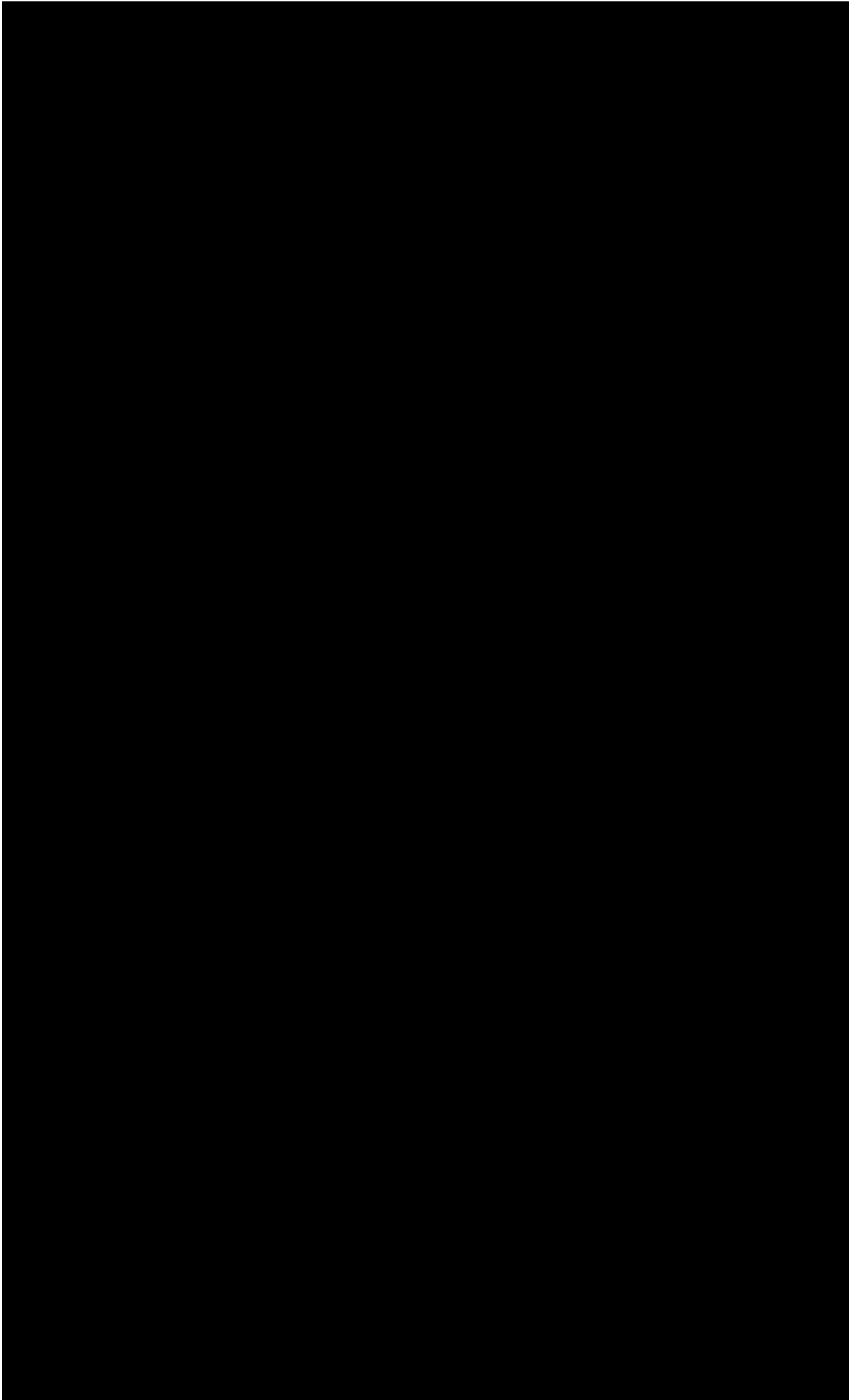


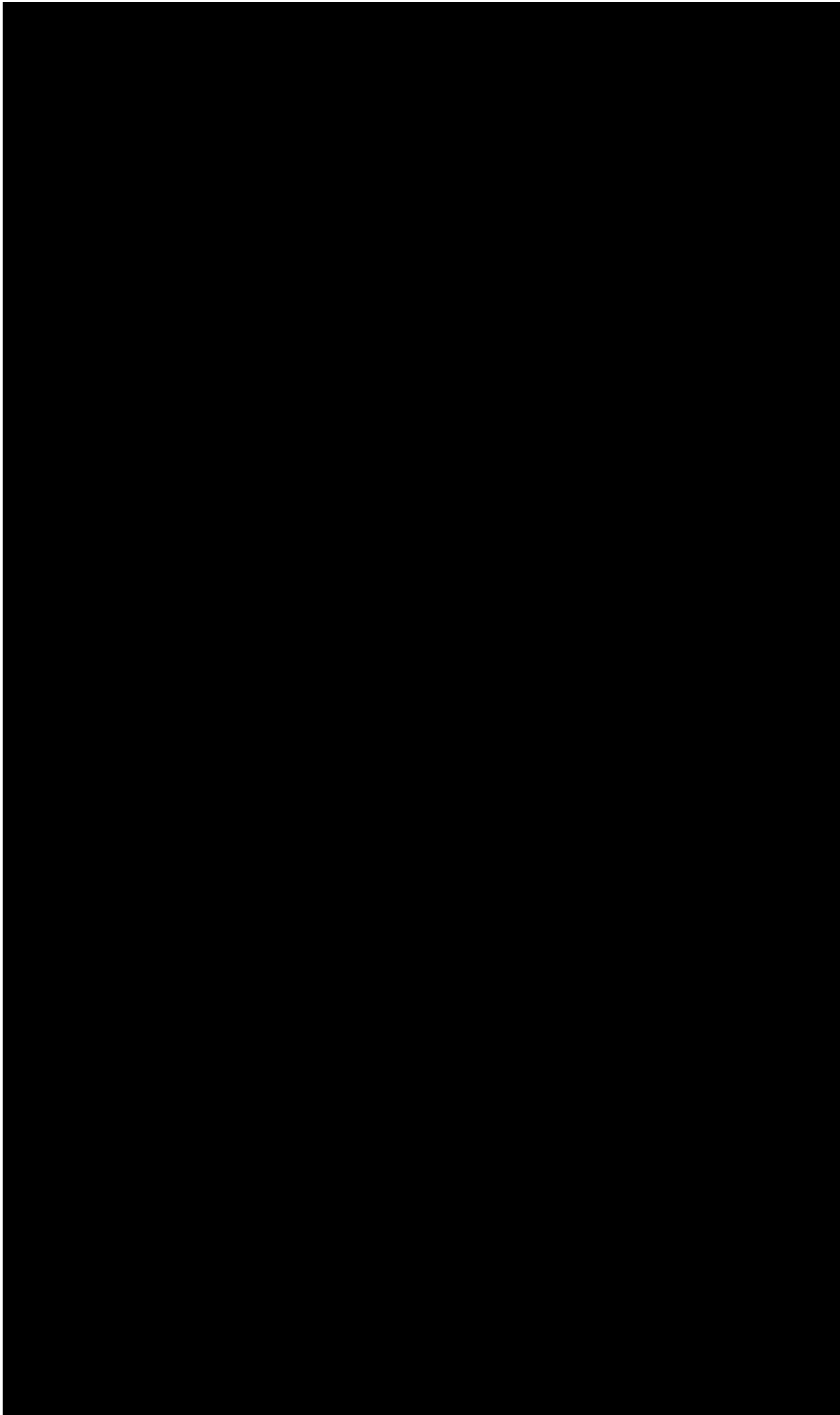


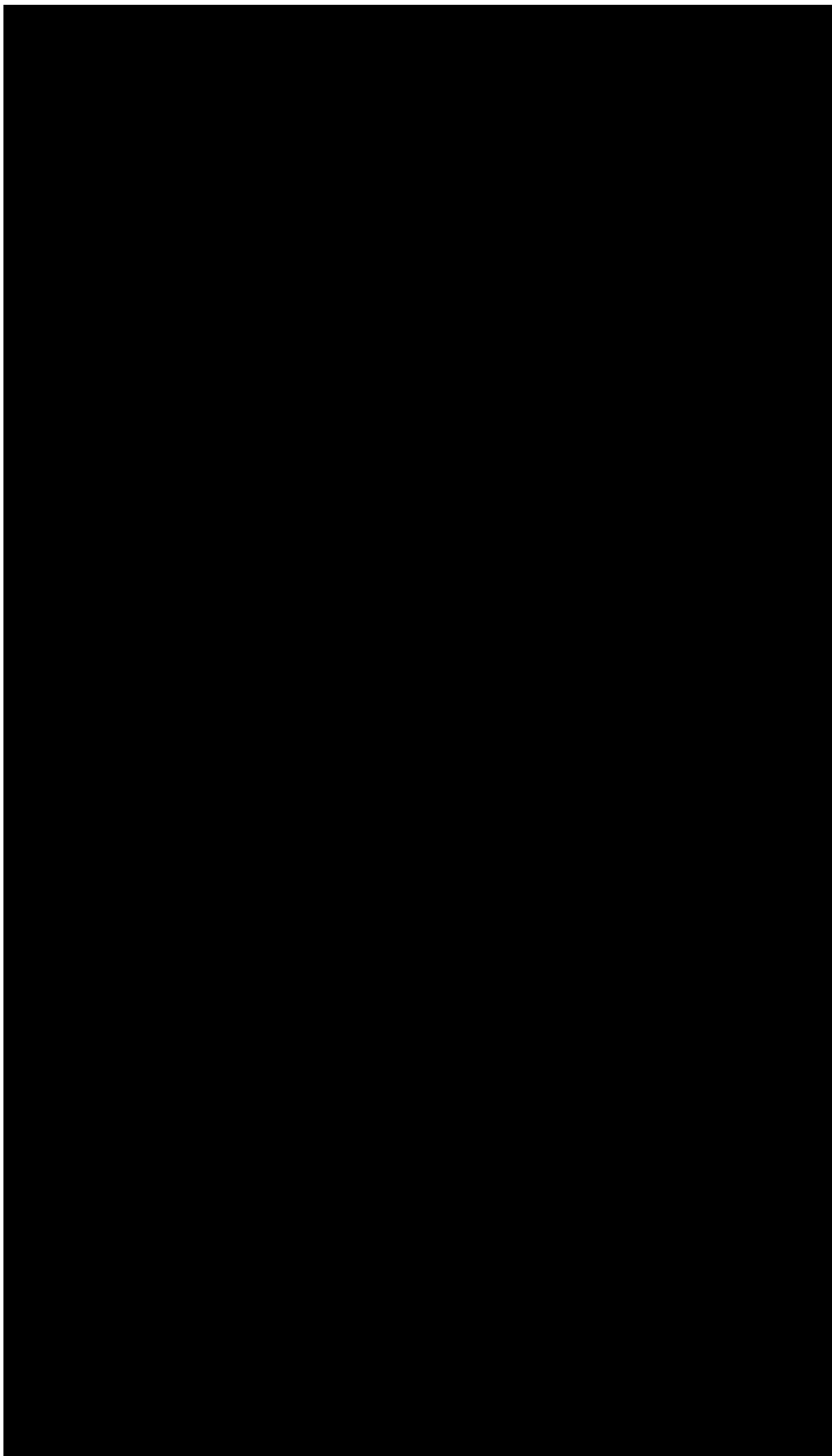


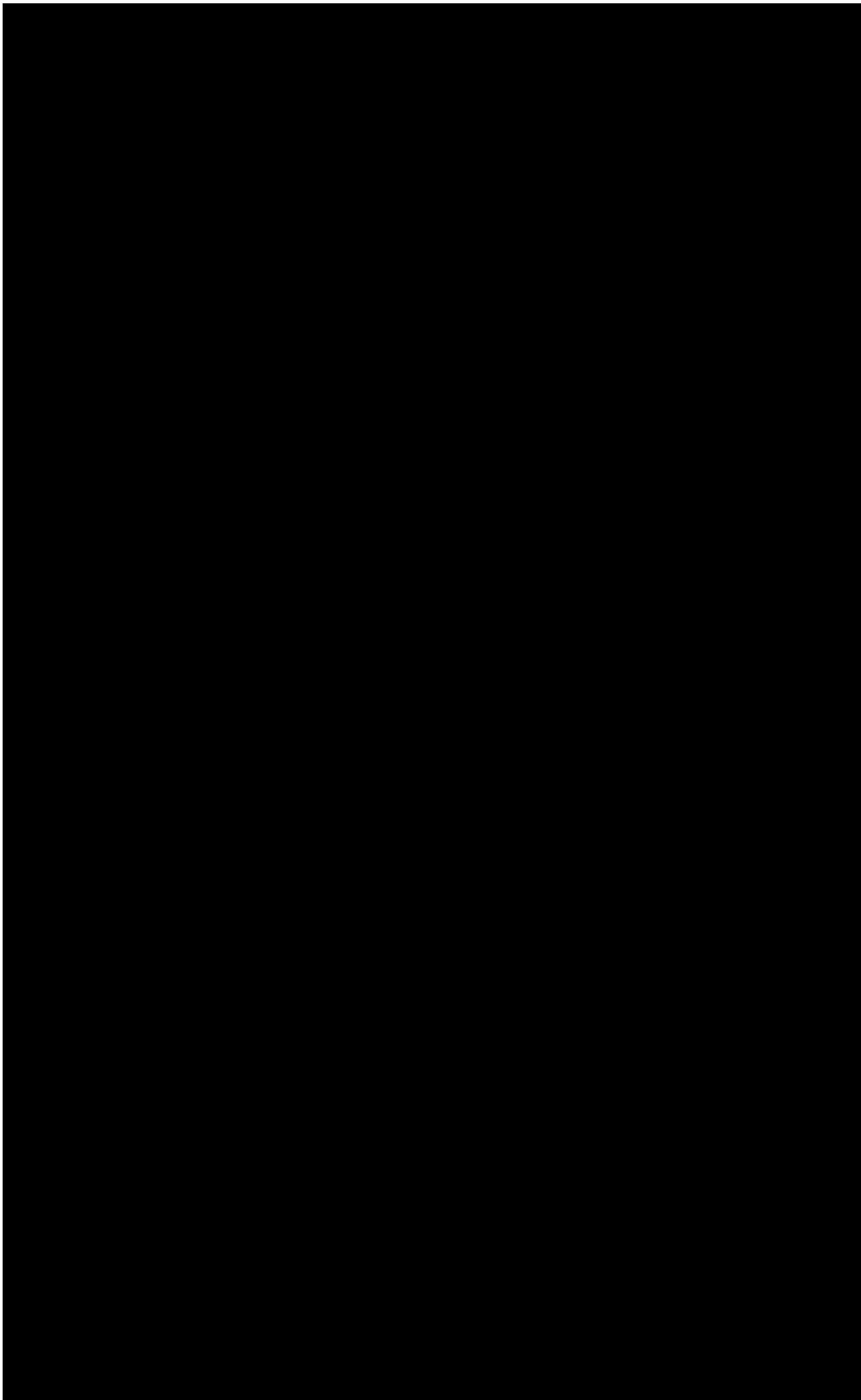


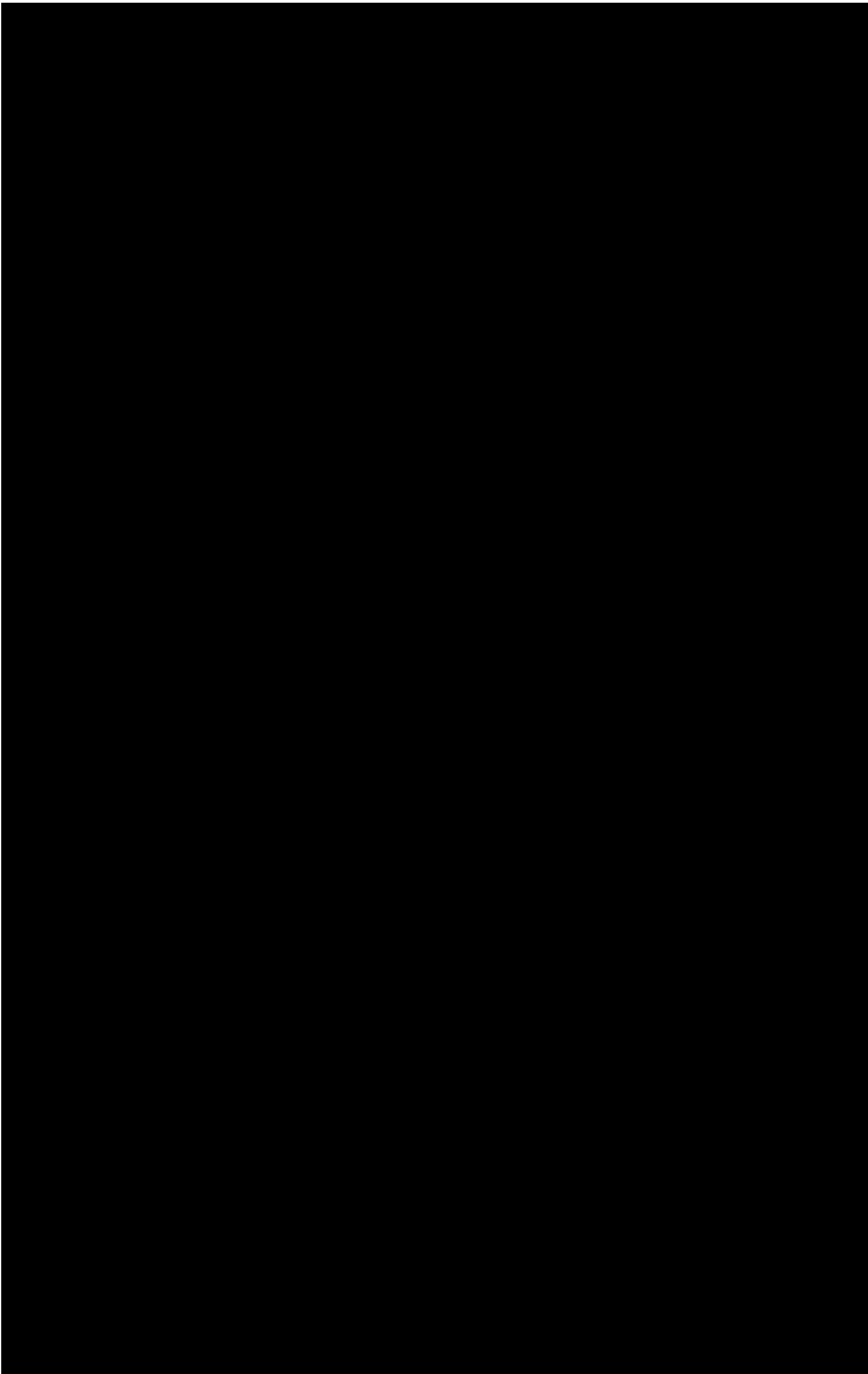






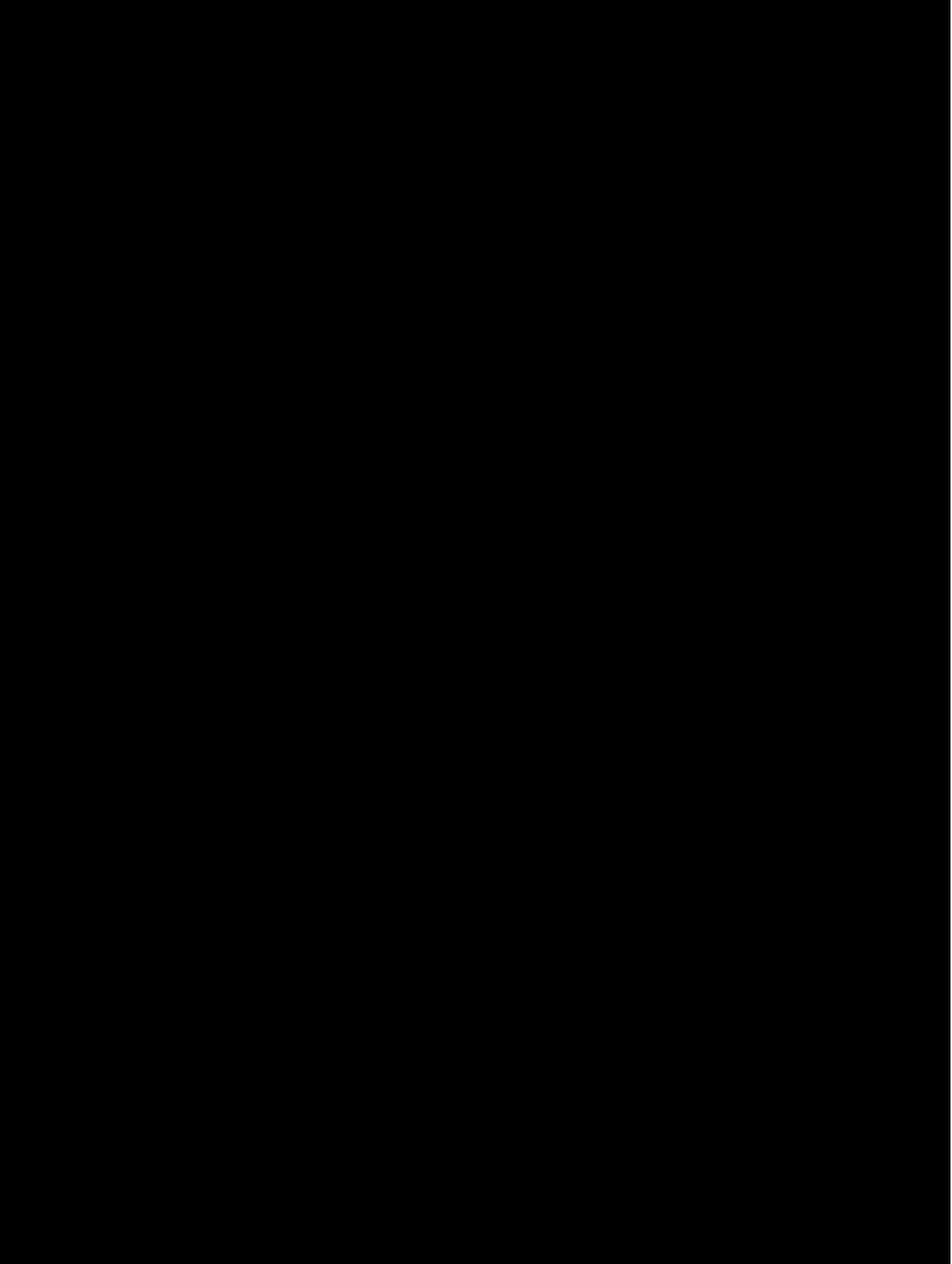


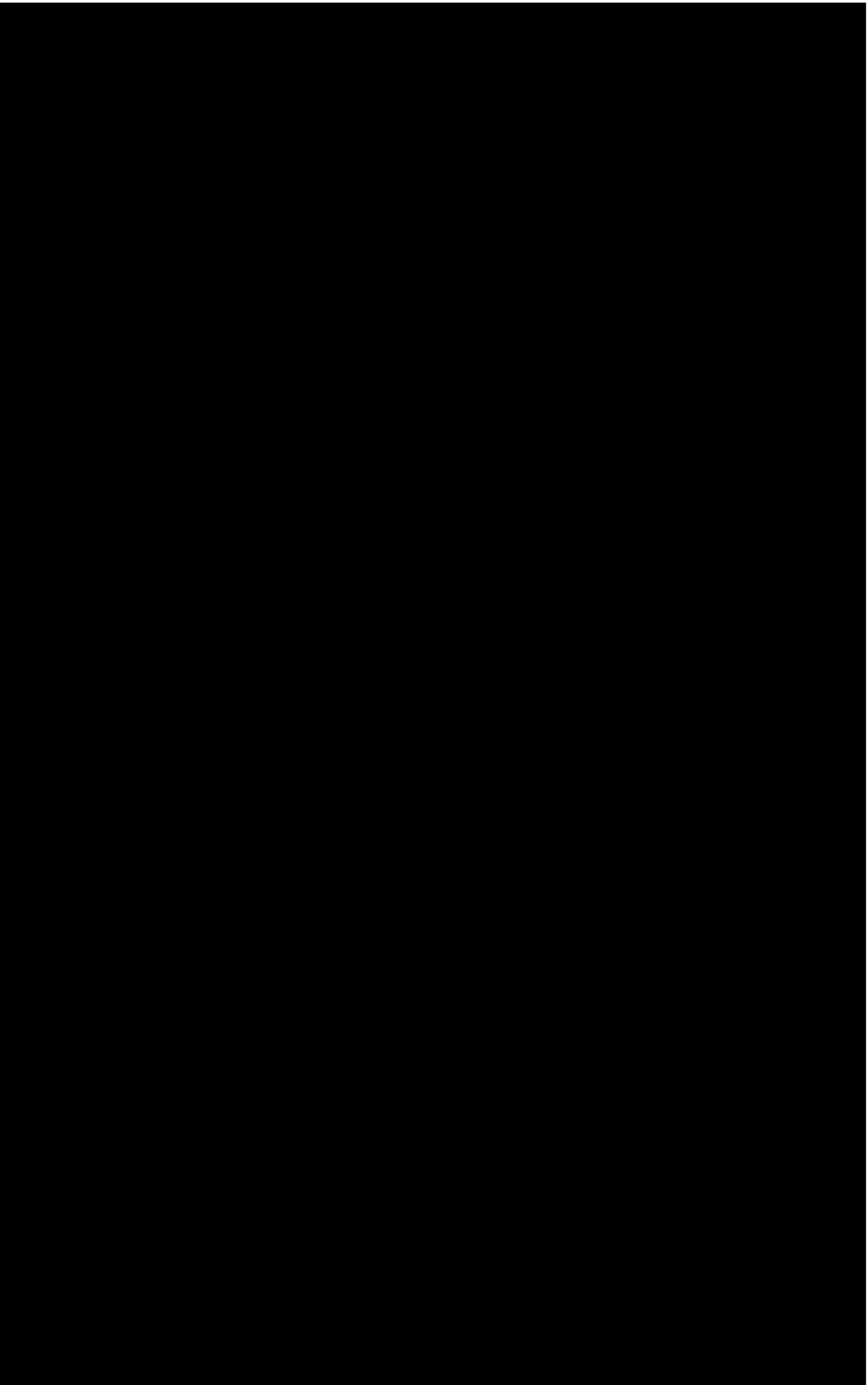


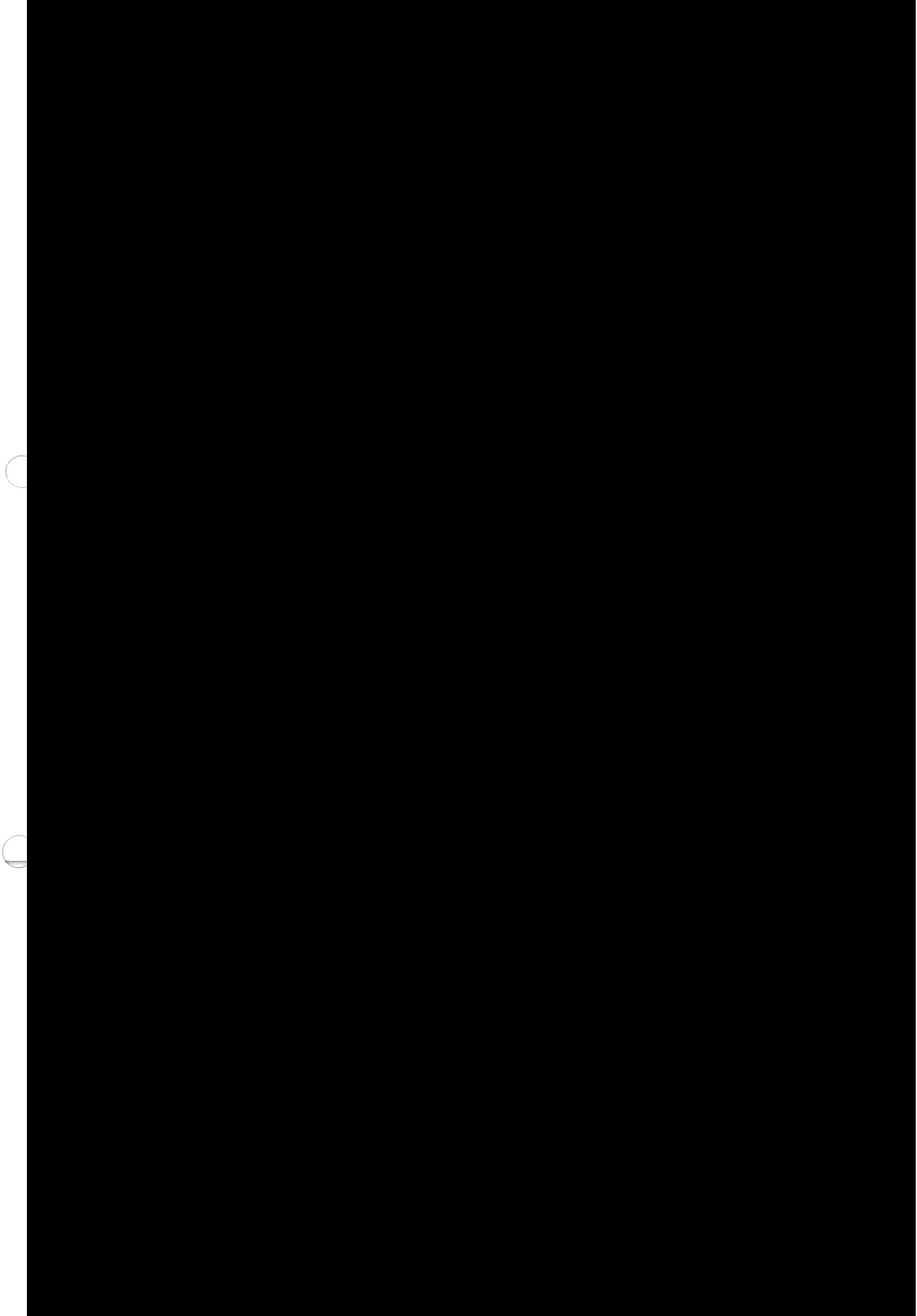


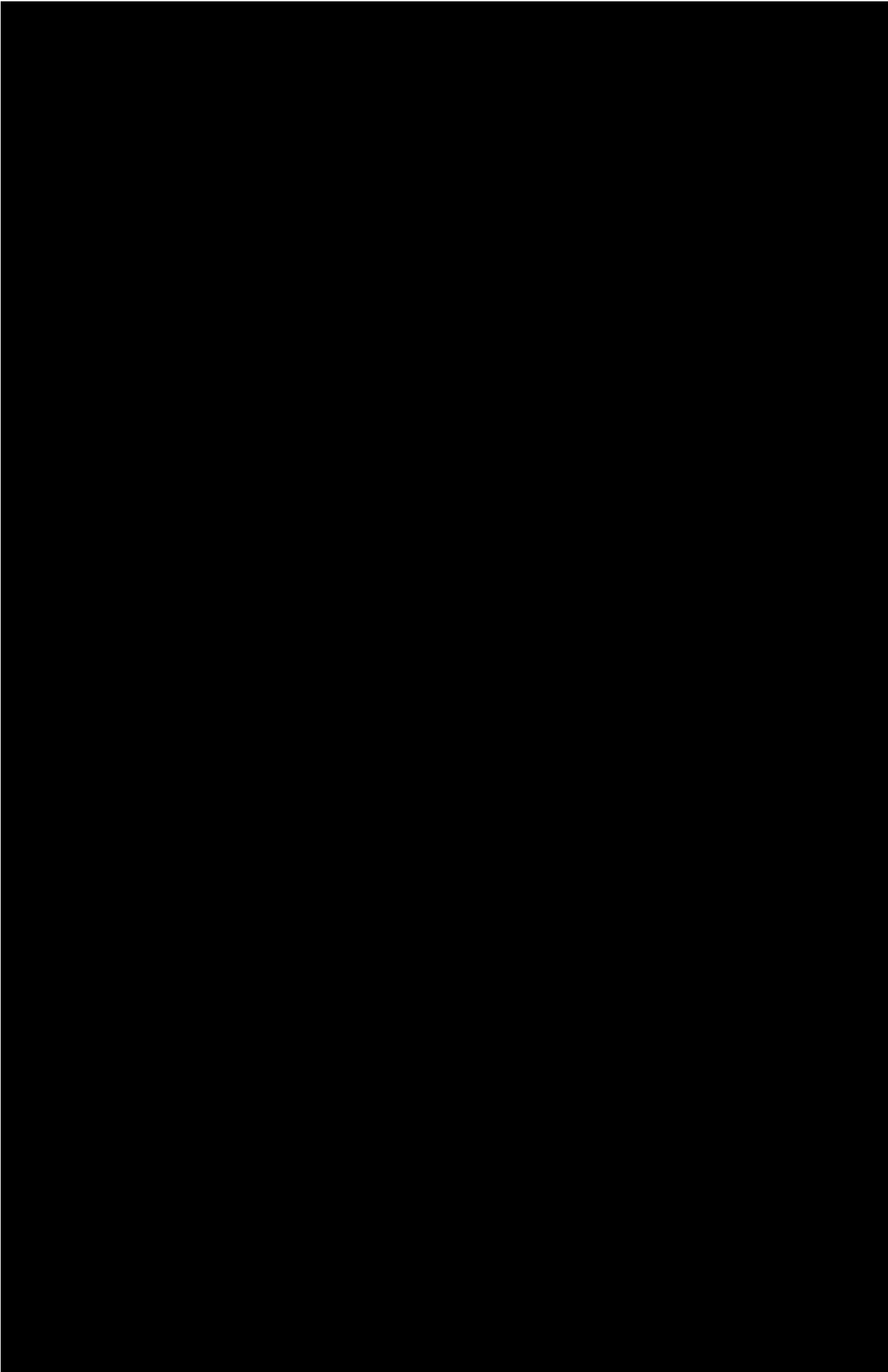
SCHEDULE E7. – DELAY COST CAPS

(Clause 21.9(c))





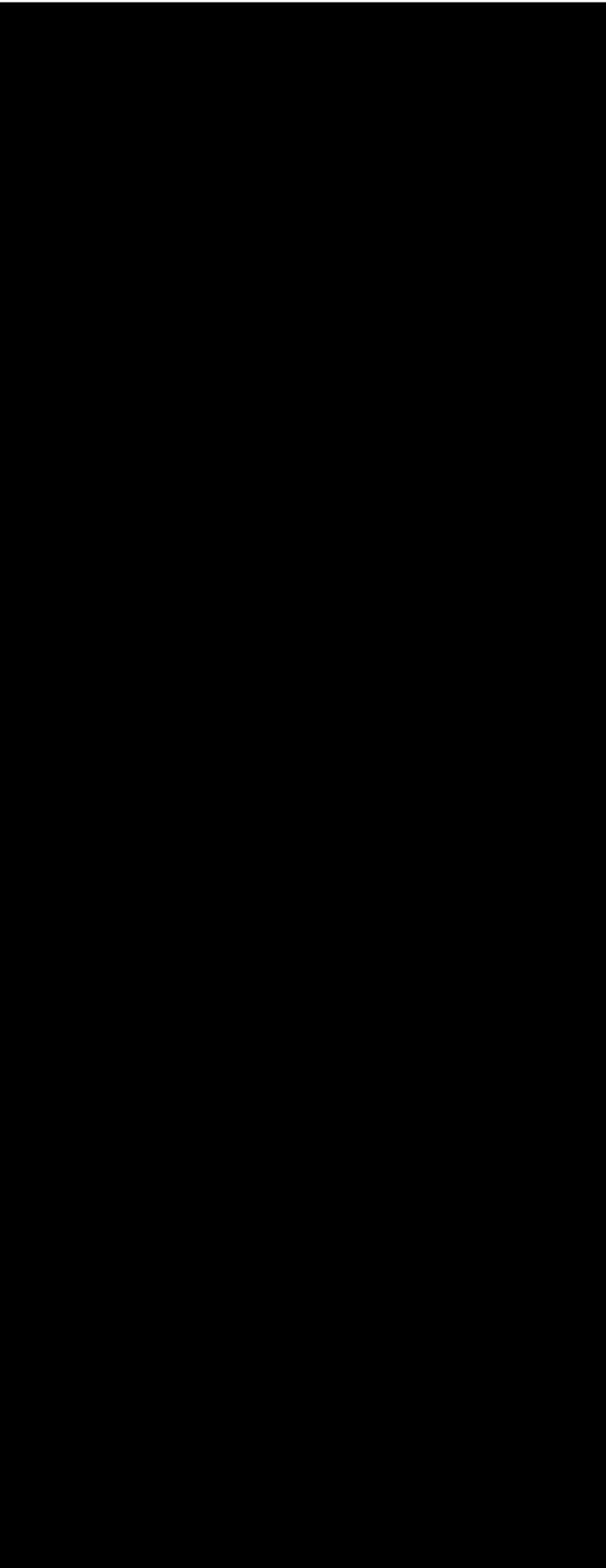




SCHEDULE E8. – PROVISIONAL SUM WORK

(Clause 28.10)

Description of Provisional Work	Amount payable by the Principal to the Contractor for Provisional Sum Work	Amounts for which the Principal has no Liability to the Contractor (in addition to those specified in this deed)	Other applicable requirements
Public Art Supply Works			
Post Completion Activities			Refer to clause 26.2 of the General Conditions.
Videography, filming and editing services			The WL Contractor must carry out videography, filming and editing services as directed by the Principal's Representative from time to time.

		
<p>Supply and installation of BMCS cyber security firewalls and intrusion detection systems carried out by the BMCS Contractor, as determined during the design development in accordance with Schedule 4 of the BMCS DSI Contract.</p>		

Blast testing of GRC
panelling

Section 1.3.5.3 of
Attachment A of
Appendix B12 of
the SWTC.

SCHEDULE E9. – NOT USED

**JOHN
HOLLAND**

SCHEDULE F1. – ELECTRONIC FILES

(Clause 1.9)

